

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

DEPARTMENT: Development Services Department

AGENDA DATE: Introduction: January 6, 2009
Public Hearing: January 27, 2009

CONTACT PERSON/PHONE: Christina Ainsworth, 541-4930

DISTRICT(S) AFFECTED: East ETJ (Adjacent to Districts 5 & 6)

SUBJECT:

An Ordinance annexing the following real property described as: Parcel 1: A portion of Sections 47 and 48, Block 79, Texas and Pacific Railway Company Surveys, El Paso County, Texas; and, Parcel 2: A portion of Sections 47 and 48, Block 79, Texas and Pacific Railway Company Surveys, El Paso County, Texas. Subject Property: East of Zaragoza Road near Pebble Hills Boulevard. Applicant: Ranchos Real IV, LTD. AN08010 (East ETJ: Adjacent to Districts 5 & 6)

BACKGROUND / DISCUSSION:

See attached report.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

Development Coordinating Committee (DCC) – Approval Recommendation
City Plan Commission (CPC) – Approval Recommendation (4-2)

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DIRECTOR: _____ Victor Q. Torres

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS:

PARCEL 1: A PORTION OF SECTIONS 47 AND 48, BLOCK 79, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; AND,

PARCEL 2: A PORTION OF SECTIONS 47 AND 48, BLOCK 79, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

WHEREAS, Ranchos Real IV, L.T.D., owner of approximately 586.361 acres, lying in the City of El Paso’s East Extraterritorial Jurisdiction (ETJ); the property more fully described in the attached metes and bounds description, identified as Exhibit “A” and made a part hereof by reference, request that this area be annexed into the El Paso’s City Limits; and,

WHEREAS, the attached Service Plan, described as Exhibit “B”, identifies the municipal services to be extended to this annexed area and adopted as part of this ordinance; and,

WHEREAS, the City agrees to annex said property under certain terms and conditions identified under the Annexation Agreement, identified in Exhibit “C” and made a part hereof by reference.

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 annex the following real property described in Exhibit “A” located in the City’s East Extraterritorial Jurisdiction (ETJ):

Parcel 1: *A portion of Sections 47 and 48, Block 79, Texas and Pacific Railway Company Surveys, El Paso County, Texas;*

Parcel 2: *A portion of Sections 47 and 48, Block 79, Texas and Pacific Railway Company Surveys, El Paso County, Texas;*

Further, that the City adopts the Service Plan described as Exhibit “B”; and that the annexation is subject to all terms and conditions cited in the Development Agreement, attached as Exhibit “C”, by and between the City of El Paso and Ranchos Real IV, L.T.D., River Oaks IV, L.T.D., and the El Paso Electric Company, entered into by the property owners and the City on January 31, 2006 and amended July 8, 2008.

PASSED AND APPROVED THIS _____ day of _____, 2009.

(Signatures on following page)

CITY CLERK DEPT.

08 DEC 24 PM 12:59

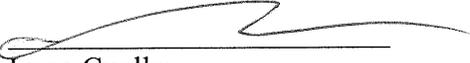
THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

for 

Mathew S. McElroy
Deputy Director – Planning
Development Services Department

EXHIBIT 'A'

Page 1 of 4

Parcel 1

Being a portion of Sections 47 and 48,
Block 79, Township 2, and a portion of
Section 2, Block 79, Township 3,
Texas and Pacific Railway Company Surveys,
El Paso County, Texas
October 20, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 47 and 48, Block 79, Township 2, and a portion of Section 2, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

The **"TRUE POINT OF BEGINNING"** being the southeast corner of Section 47, from which the southwest corner of Section 47, bears South 89°59'32" West a distance of 5,316.18 feet;

Thence along the line between sections 1 and 2, Block 79, Township 3, South 00°36'06" East a distance of 62.00 feet to a point;

Thence, South 89°59'32" West a distance of 500.03 feet to a point;

Thence North 00°34'52" West a distance of 562.00 feet to a point;

Thence, North 89°59'32" East a distance of 560.00 feet to a point;

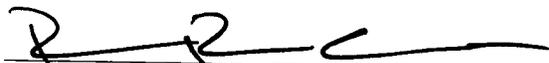
Thence, South 00°34'52" East a distance of 407.25 feet to a point of curve;

Thence, 39.02 feet along the arc of a curve to the left which has a radius of 25.00 feet, a central angle of 89°25'36", and a chord which bears South 45°17'40" East a distance of 35.18 feet to a point;

Thence, South 00°00'28" East a distance of 68.00 feet to a point;

Thence South 89°59'32" West a distance of 84.07 feet to **"TRUE POINT OF BEGINNING"** and containing in all 312,779.78 square feet or 7.18 acres of land more or less.

Not a ground survey.



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



job # 807-64

CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Parcel 2

Being a portion of Sections 47 and 48,
Block 79, Township 2, and a portion of
Section 2, Block 79, Township 3,
Texas and Pacific Railway Company Surveys,
El Paso County, Texas
October 20, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 47 and 48, Block 79, Township 2, and a portion of Section 2, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

THE "**TRUE POINT OF BEGINNING**" being the northeast corner of Section 47, from which the southeast corner of Section 47, bears **South 00°34'52" East** a distance of 5,234.76 feet;

Thence with the line between Sections 37 and 48, **North 89°58'09" East** a distance of **60.00** feet to a point;

Thence leaving said line, **South 00°34'52" East** a distance of **498.09** feet to a point of curvature;

Thence, **39.03** feet along the arc of a curve to the left which has a radius of **25.00** feet, a central angle of **89°26'33"**, a tangent of 24.76 feet, and a chord which bears **South 45°18'09" East** a distance of **35.18** feet to a point;

Thence leaving said arc, **South 00°50'04" East** a distance of **110.01** feet to a point;

Thence, **39.51** feet along the arc of a curve to the left which has a radius of **25.00** feet, a central angle of **90°33'27"**, a tangent of 25.24 feet, and a chord which bears **South 44°41'51" West** a distance of **35.53** feet to a point;

Thence, **South 00°34'52" East** a distance of **4076.68** feet to a point;

Thence, **South 89°59'32" West** a distance of **560.00** feet to a point;

Thence, **South 00°34'52" East** a distance of **562.00** feet to a point;

Thence, **South 89°59'32" West** a distance of **4816.19** feet to a point;

Thence, **North 00°34'13" West** a distance of **62.00** feet to a point;

Thence, **North 89°59'32" East** a distance of **100.01** feet to a point;

Thence, **North 00°34'37" West** a distance of **2853.01** feet to a point;

Thence, **North 89°58'26" West** a distance of **100.01** feet to a point;

Thence, **North 00°34'37" West** a distance of **809.08** feet to a point;

Thence, **North 89°58'35" East** a distance of **50.00** feet to a point;

Thence, **North 00°34'37" West** a distance of **977.66** feet to a point of curve;

Thence, **39.53** feet along the arc of a curve to the right which has a radius of **25.00** feet, a central angle of **90°35'40"**, a tangent of **25.26** feet, and a chord which bears **North 44°43'13" East** a distance of **35.54** feet to a point;

Thence, **South 89°58'57" East** a distance of **2848.18** feet to a point of curvature;

Thence, **925.97** feet along the arc of a curve to the left which has a radius of **1555.00** feet, a central angle of **34°07'06"**, a tangent of **477.17** feet, and a chord which bears **North 72°57'29" East** a distance of **912.35** feet to a point;

Thence, **859.25** feet along the arc of a curve to the right which has a radius of **1445.00** feet, a central angle of **34°04'13"**, a tangent of **442.75** feet, and a chord which bears **North 72°56'03" East** a distance of **846.65** feet to a point;

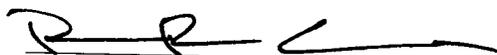
Thence, **North 89°58'09" East** a distance of **625.76** feet to a point of curvature;

Thence, **39.03** feet along the arc of a curve to the right which has a radius of **25.00** feet, a central angle of **89°26'59"**, a tangent of **24.76** feet, and a chord which bears **South 45°18'22" East** a distance of **35.19** feet to a point;

Thence leaving said arc, **South 89°46'51" East** a distance of **55.01** feet to a point at the east line of Section 47;

Thence along said line, **North 00°34'52" West** a distance of **80.00** feet to "TRUE POINT OF BEGINNING" and containing **587.35** acres of land more or less.

Not a ground survey.


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

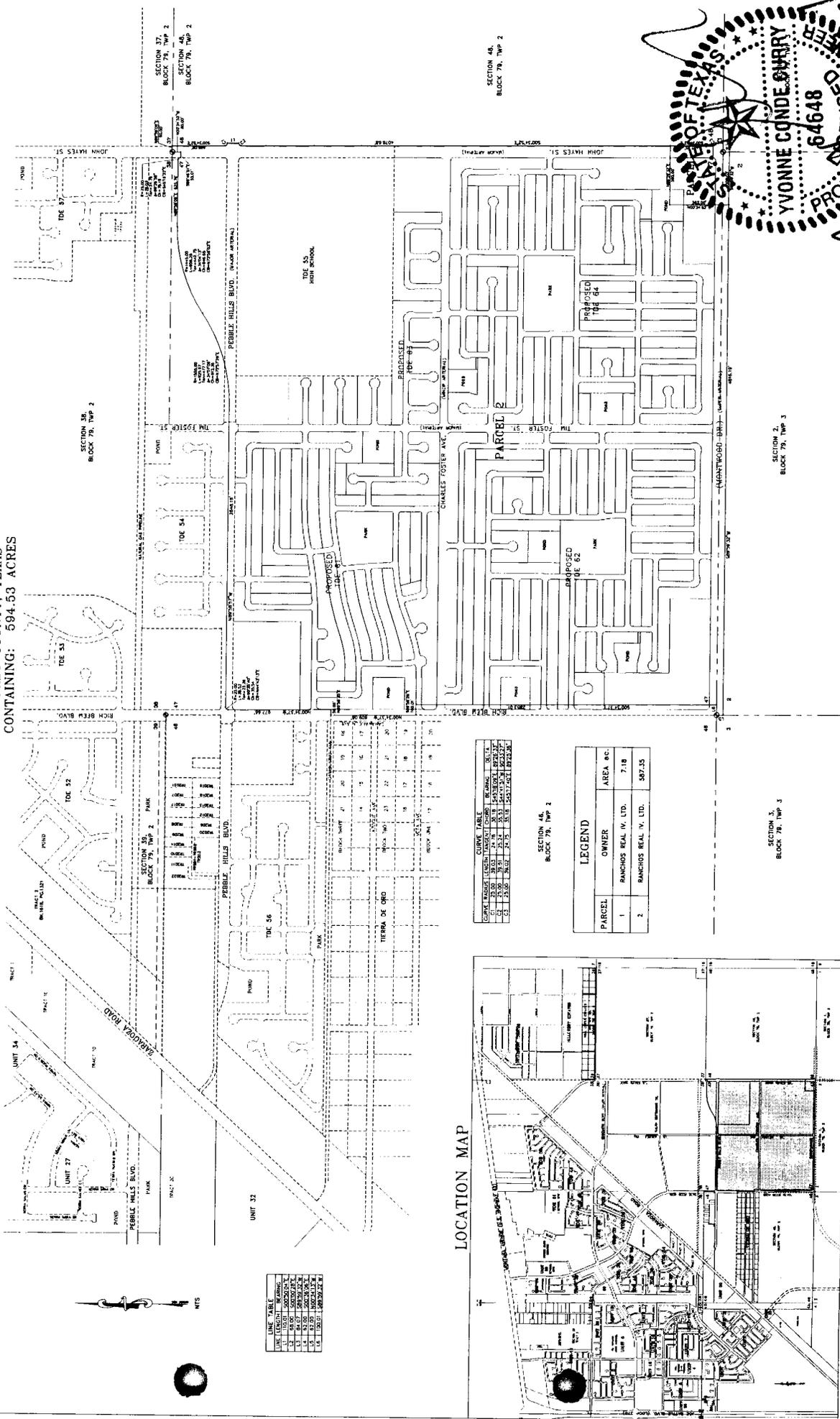


job #807-67

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

ANNEXATION PHASE II

BEING A PORTION OF SECTIONS 47, AND 48, BLOCK 79, TOWNSHIP 2, AND PORTION OF SECTION 2, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS
CONTAINING: 594.53 ACRES



LINE TABLE

LINE NO.	START POINT	END POINT	LENGTH	BEARING
1	100+00	100+00.00	0.00	000°00'00"
2	100+00.00	100+00.00	0.00	000°00'00"
3	100+00.00	100+00.00	0.00	000°00'00"
4	100+00.00	100+00.00	0.00	000°00'00"
5	100+00.00	100+00.00	0.00	000°00'00"
6	100+00.00	100+00.00	0.00	000°00'00"
7	100+00.00	100+00.00	0.00	000°00'00"
8	100+00.00	100+00.00	0.00	000°00'00"
9	100+00.00	100+00.00	0.00	000°00'00"
10	100+00.00	100+00.00	0.00	000°00'00"

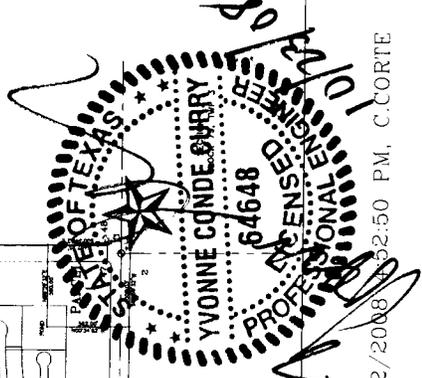
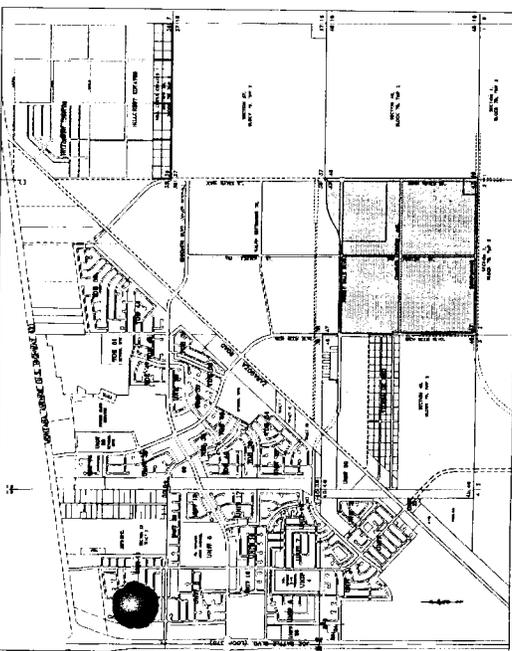
CURVE TABLE

STATION	CHORD	CHORD BEARING	ARC	ARC BEARING	ANGLE
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00
100+00.00	100+00.00	000°00'00"	0.00	000°00'00"	0.00

LEGEND

PARCEL	OWNER	AREA AC.
1	RANCHOS REAL IV, LTD.	7.18
2	RANCHOS REAL V, LTD.	597.35

LOCATION MAP



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 586.361-acre property located in the City's East Extraterritorial Jurisdiction (ETJ). The area includes Parcel 1: A portion of Sections 47 and 48, Block 79, Texas and Pacific Railway Company Surveys, El Paso County, Texas and Parcel 2: A portion of Sections 47 and 48, Block 79, Texas and Pacific Railway Company Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit, "A" which is attached to the annexation Ordinance of which this Plan is a part.

EFFECTIVE TERM

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

INTENT

It is the intent of the City of El Paso that services under this Plan shall provide full municipal services in accordance with State law and the Development Agreement entered into by the property owners and the City on January 31, 2006 and amended July 8, 2008, and in case of conflict as allowed by law the terms of the Development Agreement shall control.

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

SERVICE COMPONENTS

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

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

1. Immediate Services Program

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

- a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area on the effective date of annexation. These services include:
 - average 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, on the effective date of annexation. These services include:
- fire suppression and rescue;
 - emergency medical services;
 - hazardous materials mitigation and regulation;
 - emergency prevention and public education efforts;
 - construction plan review;
 - inspections.
- c. Solid Waste Collection. The Environmental Services Department will provide solid waste collection services in the annexation area on the effective date of annexation. Services currently provided in the City for single-family residences include:
- Dead animal collection - dead animals are removed from roadways upon request.
 - Residential garbage collection
 - Residential recycling collection
- Commercial garbage collection service for businesses, multi-family residences, and mobile home parks is available on a subscription basis from the City or private service providers.
- d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water Utilities (EPWU) will maintain water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility and as governed by their Rules and Regulations.
- e. Maintenance of Roads and Streets, Including Street Lighting. The City's Streets 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. There are no public recreation facilities in the annexation area.

2. Additional Services

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

- a. Drainage Services. The City's Streets Department 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;

- watershed development review and inspection is available through the City's Development Services Department;
 - flood plain office (information relating to flood plains) is available through the City's Engineering Department.
- b. Library Department. All library services now provided to areas inside the City will be provided to the annexed area on the effective date of annexation in accordance with the City's existing policies and regulations.
 - c. 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 on the effective date of annexation.
 - d. 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.
 - e. 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. Capital improvements are necessary at this time to provide Police services. The command will need to be staffed by all ranks from Commander to Patrol Officer along with Civilian support. A new regional command is overdue as the El Paso Police Department has determined that the current Pebble Hills Regional Command (PHRC) located at 10780 Pebble Hills is of inadequate size and lacks both adequate accommodations and location for the extended police personnel requirement necessary to meet population and development projections within its radically expanding Eastside Police Region. A proposed site at Edgemere and Rich Beem has been dedicated to the City and is of sufficient size to accommodate a joint facility use with the Fire Department and the Police Department. This location successfully meets the site selection criteria.
- b. Fire Protection. No capital improvements are necessary at this time to provide Fire services but may be necessary in the future. Fire Department coverage areas for the city are based on ISO standards that require a Fire Station to be a Mile and a Half (driving distance) from every facility and two and a half miles from a fire station with aerial capabilities.
- c. Solid Waste Collection. No capital improvements are necessary at this time to provide collection services but may be necessary in the future.
- 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. The nearest City of El Paso water line is a 16 inch line located at the extension of Rich Beem Boulevard at Pebble Hills Drive, approximately 2000 feet from proposed annexation. The nearest City of El Paso sewer line is a 42 inch line located at Tierra Este Drive approximately 6300 feet from the proposed annexation. A 36 inch diameter sanitary sewer main is in construction along Ventanas Drive, from Tierra Este Drive east approximately 2000 ft, and north through the Ventanas Subdivision Unit 1, along Orofess Drive, thru Tierra Del Este Unit 56, and along the future Extension of Rich Beem to Pebble Hills Blvd. Annexation fees will be due at the time of application.

- e. Roads and Streets. Pebble Hills Drive and Rich Beam Boulevard will be extended through the subject property in accordance with the City's Master Thoroughfare Plan and will be dedicated and improved by the property owner in accordance with the Development Agreement. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary at this time to provide services but may be necessary in the future.
- g. Drainage Facilities. No capital improvements are necessary at this time to provide services but may be necessary in the future.
- h. Street Lighting. It is anticipated that the developer of new subdivisions in the area will install public street lighting in accordance with the City's standard policies and procedures. In other cases, the City will install public street lighting in the annexation area upon request in accordance with established street lighting policies of the City.
- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services in accordance with established policies of the City.

AMENDMENT: GOVERNING LAW

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

FORCE MAJEURE

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

RESOLUTION

WHEREAS, on January 31, 2006, the El Paso City Council approved a Development Agreement and subsequent amendments or extensions, by and between the CITY OF EL PASO, the EL PASO WATER UTILITIES-PUBLIC SERVICE BOARD, RANCHOS REAL IV, LTD., and RIVER OAKS PROPERTIES, LTD., to set forth the rights and responsibilities between the parties to allow for the development of the property located within the City's East Extraterritorial Jurisdiction; and,

WHEREAS, the applicant has requested that the City amend Exhibit B, Development Plan of the Development Agreement to allow an increase to the neighborhood commercial area abutting Rich Beam and Pebble Hills; and,

WHEREAS, the applicant has also an amendment to Exhibit B to allow an increase to the neighborhood commercial area abutting Tim Foster and Pebble Hills, John Wayne and John Hayes, plus Montwood and John Hayes and to allow the location of a public high school; and,

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

That the City Manager be authorized to sign an amendment to the January 31, 2006 Development Agreement by and between the City of El Paso, the El Paso Water Utilities-Public Service Board, Ranchos Real IV, LTD., and River Oaks Properties, LTD. to amend Exhibit B, Development Plan, to increase the neighborhood commercial area abutting Rich Beam and Pebble Hills and Tim Foster and Pebble Hills, John Wayne and John Hayes and Montwood and John Hayes and to allow the location of a public high school.

PASSED AND APPROVED this 8th day of July, 2008.

THE CITY OF EL PASO

John F. Cook
John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Lupe Cuellar
Assistant City Attorney

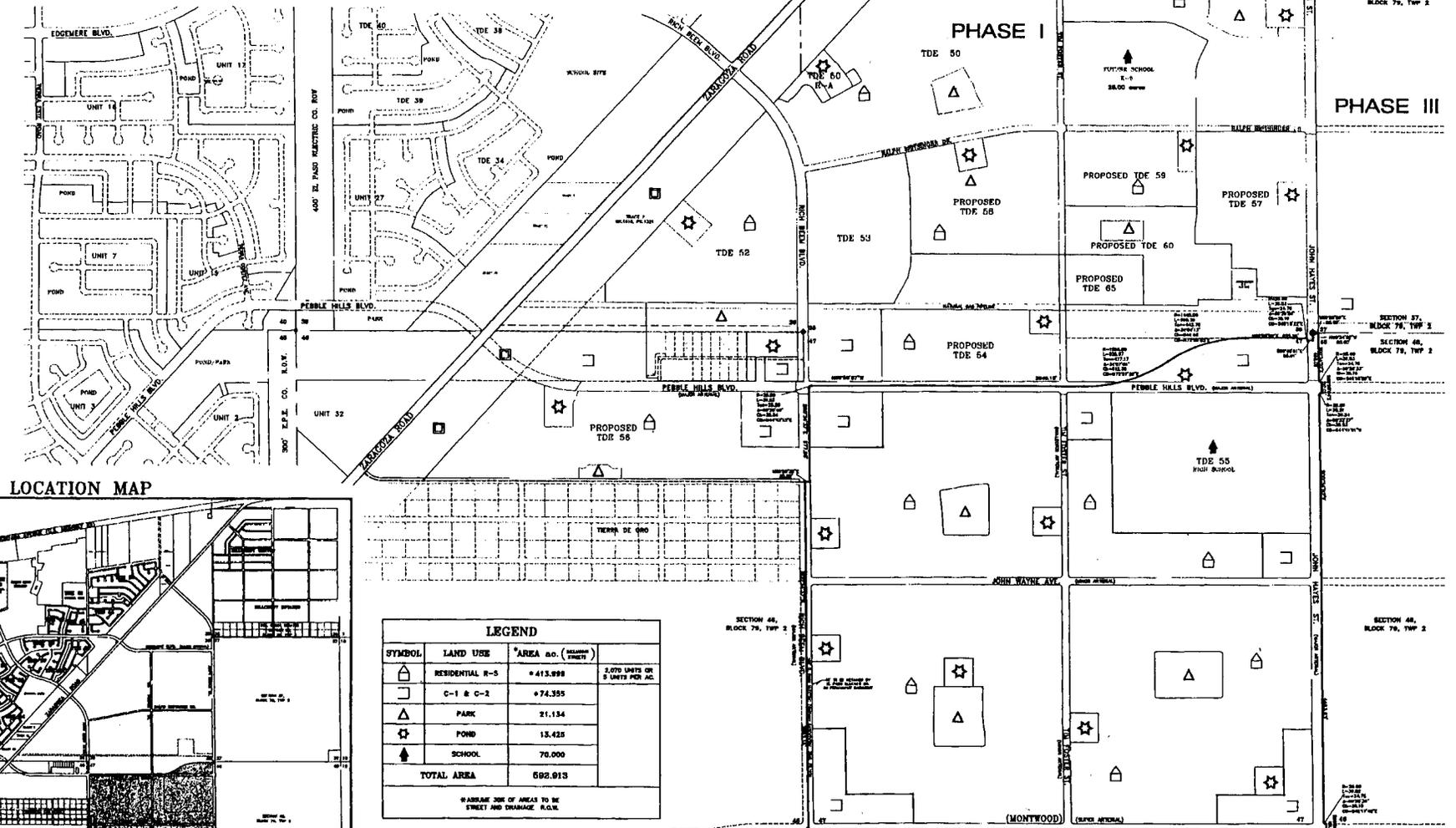
APPROVED AS TO CONTENT:

Victor Q. Torres
for Victor Q. Torres
Development Services Department

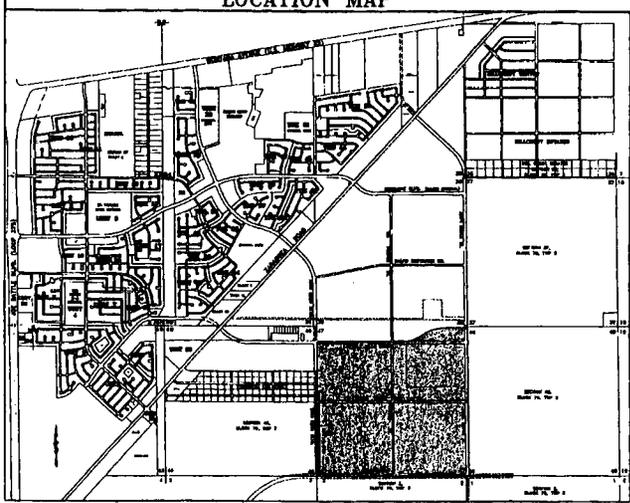
CITY CLERK DEPT.
JUL 10 11:10

AMENDED DEVELOPMENT PLAN PHASE II

BEING A PORTION OF SECTIONS 47, AND 48, BLOCK 79,
TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD Co. SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 592.913 ACRES



LOCATION MAP



LEGEND			
SYMBOL	LAND USE	AREA AC. (±)	2,079 UNITS OR 8 UNITS PER AC.
[House icon]	RESIDENTIAL R-5	413.998	
[Square icon]	C-1 & C-2	74.355	
[Triangle icon]	PARK	21.134	
[Star icon]	POND	13.425	
[Arrow icon]	SCHOOL	78.000	
TOTAL AREA		592.913	

± HARBOR USE OF AREAS TO BE STREET AND DRAINAGE, A.G.W.

CITY CLERK DEPT.
08 JUN 30 PM 5:00
RECEIVED



RESOLUTION

WHEREAS, pursuant to state law the City of El Paso ("City") does not regulate the zoning or construction of improvements and structures outside of its corporate boundaries; and,

WHEREAS, Ranchos Real IV, Ltd. and River Oaks Properties, Ltd. (collectively the "Owner") are the owners of record of real property which is not located within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and Owner desires that the property be subject to a development agreement and subsequently be annexed into the City; and,

WHEREAS, Subchapter G, Chapter 212 of the Texas Local Government Code, allows for the governing body of a municipality to enter into a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality; and,

WHEREAS, further, Subchapter G, allows for the City to extend its planning authority over the land and authorize the enforcement of the City's land use and development regulations over the land in the same manner the regulations are enforced within the municipality's boundaries and provide for the annexation of the land in a timely manner; and,

WHEREAS, Owner, after full consideration, accepts the terms and conditions cited in the proposed Development Agreement due to the advantages and benefits resulting from the subsequent annexation of the property; and,

WHEREAS, the City, after due and careful consideration, and after consultation with the El Paso Water Utilities-Public Service Board, has concluded that the annexation of the property on the terms and conditions set forth in the Development Agreement is in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

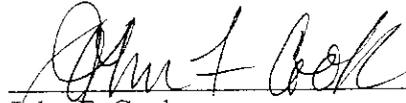
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Development Agreement, and subsequent amendments or extensions, by and between the CITY OF EL PASO, the EL PASO WATER UTILITIES-PUBLIC SERVICE BOARD, RANCHOS REAL IV, LTD., and RIVER OAKS PROPERTIES, LTD., to set forth the rights and responsibilities between the parties to allow for the development of the property located within the City's East Extraterritorial Jurisdiction and containing 2,287.593 acres; in accordance with Subchapter G, Chapter 212 of the Texas Local Government Code, and subject to the affirmative approval and execution of same agreement by the El Paso Water Utilities-Public Service Board.

(Signatures appear on the following page.)

PASSED AND APPROVED this 31st day of January, 2006.

THE CITY OF EL PASO



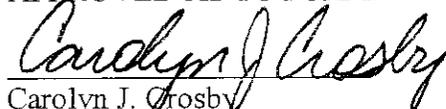
John F. Cook
Mayor

ATTEST:



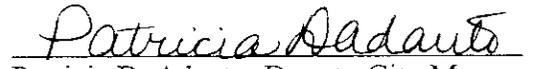
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Carolyn J. Crosby
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy City Manager
Development & Infrastructure Services

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 31st day of January, 2006 (the "Effective Date") 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"), acting through the City Council of the City, and the **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD** (hereinafter referred to as the "PSB"), and **RANCHOS REAL IV, LTD.** and **RIVER OAKS PROPERTIES, LTD.** (hereinafter collectively referred to as the "Owner");

WHEREAS, Owner is the owner of record of the real property described in Exhibits "A-1" through "A-4", save and except the real property described in Exhibit "A-5", which is attached hereto and made a part hereof (which real property is hereinafter referred to as the "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

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

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

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

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

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

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

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

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

"Annexation Fee" means the annexation fee described in Section Eleven of this Agreement previously adopted by the Board of the PSB.

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

"City Council" means the City Council of the City or any successor governing body.

"City Regulations" shall mean all duly enacted ordinances, rules, and regulations of the City, including the Code, the Subdivision Regulations, and the PSB Regulations.

"Code" shall mean the El Paso Municipal Code.

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

"District" shall have the meaning set forth in Section Sixteen.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Major Thoroughfare Plan" or "MTP" shall mean the plan attached as Exhibit "C".

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

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

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

"Owner" means collectively Ranchos Real IV, Ltd. being the owner of the real property described by metes and bounds on Exhibit "A-4", save and except the real property described by metes and bounds on Exhibit "A-5"; and River Oaks Properties, Ltd. being the owner of the real property described by metes and bounds on Exhibits "A-1", "A-2", and "A-3".

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

“Phase One” shall mean the first phase of development of the Property as set forth in the Phasing Plan.

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

“Property” shall mean the 2,287.593-acre tract of land described by metes and bounds in Exhibits “A-1” through “A-4”, save and except the tract of land described by metes and bounds in Exhibit “A-5”.

“PSB Facilities” shall mean water and wastewater facilities to be constructed by and at the expense of the PSB, or constructed by the Owner under developer participation contracts executed in accordance with Chapter 212 of the Texas Local Government Code pursuant to which the PSB would reimburse the Owner for the costs in accordance with PSB Regulations in effect as of the Effective Date of this Agreement. The PSB Facilities are shown in Exhibits “D” and “E”.

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

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

“Road Plan” shall mean the plan, included in the Development Plan that describes the roads within the Property to be constructed by the Owner and dedicated to the City.

“Subdivision Coordinator” shall mean the subdivision coordinator referenced in the Subdivision Regulations.

“Subdivision Regulations” shall mean the regulations in Title 19 of the El Paso Municipal Code.

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

TWO: The Property shall be developed in phases in accordance with the Phasing Plan, and shall be developed in an orderly manner from adjacent existing development. In accordance with Texas Local Government Code Section 212.172(g), the Parties agree this Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code. Owner expressly waives any and all vested rights accrued under this Agreement and agrees to the provisions related to vested rights as provided herein. Owner shall not file an application for the City’s approval a subdivision plat for any portion of the Property for thirty (30) days after the Effective Date. Within ninety (90) days following the recording of the subdivision plat relating to Phase One, and within ninety (90) days following the recording of each subdivision plat with respect to future phases of development, the City shall provide to the portion of the Property covered by the plat all of the municipal services provided inside municipal boundaries, regardless of whether the portion of the Property covered by the subdivision plat has been annexed as

of such date. However, the scheduling of water and wastewater services to the Property shall be in accordance with the provisions of Section Eleven.

THREE: The City agrees to annex the Property in accordance with the terms and conditions of this Agreement, provided that the terms and conditions of this Agreement are met by the Owner. (a) The Owner shall submit and initiate an application for annexation by filing a Nomination with the City, nominating Phase One of the Property no later than thirty (30) days after the Effective Date of this Agreement. Thereafter, the Owner shall submit and initiate applications for annexation by filing a Nomination with the City in accordance with the Phasing Plan. (b) The Owner shall use their best effort to coordinate and request that the owner of the real property described by metes and bounds in Exhibit "A-5", be included and part of the submission of the annexation application for the applicable Phase in which this property is located.

Within one hundred twenty (120) days, the City shall annex the nominated portion through passage of an annexation ordinance in accordance with applicable state law provisions regarding public notice and hearings. Whether the Owner nominates all of the Property for annexation at one time or nominates portions of the Property for annexation in phases, the Owner shall complete such nominations no later than the fourth anniversary of the Effective Date, so that all of the Property may be annexed by the City no later than the fifth anniversary of the Effective Date. It shall not be considered a breach of the terms of this Agreement by any party if the annexation of the Property is delayed, unless such delay is directly caused by that party. However, if all or a portion of an annexation application is delayed, this shall not relieve the Owner of the obligation to submit nominations of remaining Property for annexation, in accordance with the Phasing plan, and all of the Property must be nominated by the Owner within four years. (b) The City may annex all or a portion of the Property under this Agreement by enacting an ordinance annexing the Property. To the extent allowed by law, the enactment of an ordinance annexing the Property or portion thereof described in the Nomination shall be the only procedure required of the City to annex the Property or a portion thereof.

FOUR: Owner hereby agrees that the development of the Property shall be in accordance with the City Regulations, including the PSB Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided in this Agreement. Pursuant to Subchapter G, Chapter 212, Local Government Code, the City and Owner agree that, except as otherwise provided herein, the City Regulations shall be applicable to the Property on the Effective Date. Notwithstanding the Vesting Statute, the City may apply New City Regulations to any portion of the Property that is not the subject of a subdivision plat filed for approval with the City, provided the New City Regulations are otherwise valid and are applied equally to other similarly situated areas of the City. However, the Vesting Statute shall apply to a portion of the Property on and after the date a subdivision plat application is filed for approval with the City relating to such portion of the Property.

FIVE: Owner hereby agrees that prior to the development of any portion of the Property, a land study for such portion of the Property shall be required and an application filed with the Subdivision Coordinator for approval by the City. All provisions

for submittal, review, approval, amendment and withdrawal of an approved land study shall follow the procedures and requirements outlined in the Subdivision Regulations. The land study shall be consistent with and shall not be used to supersede the terms of this Agreement or the Development Plan, or require the development of the Property in a manner inconsistent with the Development Plan.

The City's review and approval of any submissions by Owner will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owner in accordance with the City Regulations, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owner specifying in detail all of the changes that will be required for the approval of the submitted application.

The City acknowledges that timely City reviews are necessary for the effective implementation of Owners' development program. Therefore, the City agrees that it will comply with all statutes and City Regulations establishing time periods for development reviews.

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

The Development Plan attached hereto has been prepared in accordance with the requirements of the current Subdivision Regulations. In the event that the Subdivision Regulations or zoning code are hereafter amended, Owner shall revise the Development Plan to conform to the revised Subdivision Regulations and zoning code with respect to those portions of the Property for which an application for a subdivision plat has not been filed. In addition to the foregoing, in the event that the City adopts a final ordinance within thirty (30) days of the Effective Date amending Title 19 of the Code which amendment is applied equally to all other subdivisions in the limits of the City or its ETJ (the "Parkland Dedication Amendment"), then Owner agrees to amend its Development Plan, if necessary, to incorporate the requirements of the Parkland Dedication Amendment. The Owner shall submit the revised Development Plan no later than fifteen (15) days from the adoption of the Parkland Dedication Amendment, and shall be subject to the review and approval of City staff.

SIX: Owner hereby agrees that prior to the issuance of any building permits or certificates of occupancy relating to the Property, Owner shall apply for and secure approval of a subdivision plat in accordance with the procedures of the Subdivision Regulations. Consistent with the Phasing Plan, City agrees to allow Owner to submit phased subdivision platting.

SEVEN: On and after the Effective Date, the Property may be developed in a manner consistent with the residential and commercial zoning classifications as shown in the Development Plan. Upon the annexation of a portion of the Property, such portion

shall be automatically classified as R-3 (Residential) for zoning purposes, but such classifications shall not affect (i) any structure on which construction commenced prior to the annexation or (ii) any development allowed under a subdivision plat, which was approved prior to annexation. In addition, Owner may petition the City, at any time, and at Owner's expense, for rezoning of the Property (or portion thereof) as provided in the Code.

EIGHT: Owner agrees to provide for the dedication and improvement of public neighborhood parkland within the Property to the extent required by the City Regulations. The approximate size and location of the parcel(s) shall be as provided in the Development Plan.

NINE: Owner agrees to provide for the dedication, at no cost to the City, in the aggregate, of up to four (4) acres, at not more than six (6) locations within the Property owned by Ranchos Real IV, Ltd., and described on Exhibit "A-4", for use by the City solely for public purposes, such as municipal offices, storage, police, fire and EMS protection, or other municipal operations to the extent required by the City. Such dedication shall be identified in the approved subdivision plat. The approximate size and location of the dedication(s) shall be as provided in the Development Plan.

TEN: Owner shall dedicate, construct and maintain for a one-year period after acceptance by the City the improvements for the full width of the necessary right-of-way for extensions of any arterial streets as shown in the City's official Major Thoroughfare Plan ("MTP") as of the Effective Date. Except as hereinafter set forth, Owner shall not request or be eligible for reimbursement for any costs associated or in connection with claims for overwidth paving from the City. Owner shall not be obligated to dedicate, construct, and maintain the improvements to the right-of-way for arterial streets added to the City's MTP after the Effective Date or not shown in the attached Road Plan, unless the MTP is amended at the request of the Owner(s) and results in the addition or upgrade of the status of the arterial street. If the City amends the MTP with respect to the Property, after the Effective Date, then the Owner may request or be eligible for reimbursement for any costs associated or in connection with claims for overwidth paving from the City.

ELEVEN: In addition to any other fees required by PSB Regulations, Owner agrees to pay an Annexation Fee to the El Paso Water Utilities for each three-quarter inch (3/4") equivalent water meter that is connected to the public water system (regardless of the timing of the annexation of the Property by phases) as follows:

<u>Meter Size</u>	<u>EAST ETJ Water (\$)</u>	<u>EAST ETJ Wastewater (\$)</u>
5/8" x 3/4"	566	328
1"	1,396	809
1 1/2"	2,830	1,640
2"	4,528	2,624
3"	9,056	5,248

4"	14,150	8,200
6"	28,300	16,400
8"	52,827	30,613
10"	75,467	43,733

Based on gallons per minute water flow; EPWU-PSB Rules & Regulations No. 1, Sec. 7 (J)

The Annexation Fee shall be increased by three (3) percent on March 1, 2006, and each year thereafter, compounded annually. Payment of the Annexation Fee shall be due at the time of application for connection of an individual meter to the water system. Notwithstanding the adoption of New City Regulations, the Annexation Fee set forth above shall not be increased in relation to the Property, nor shall the Owner be responsible for payment of impact fees or other new fees, regardless how named, which may serve purposes identical to or similar to the Annexation Fee.

The PSB agrees to impose on new Eastside developments that are annexed into the City after the Effective Date, or that are located in the Eastside PSB Planned Service Area and to which City water or wastewater services are connected after the Effective Date, Annexation Fees that are equal to or greater than the fees imposed on Owner under this Agreement. Notwithstanding the foregoing, the PSB shall not be required to impose an Annexation Fee to any Eastside development to the extent it is connected to and serviced by another entity, which is governed by a separate agreement and subsequently annexed by the City.

Immediately after the Effective Date, the PSB shall commence the engineering and construction activities necessary to provide retail water and wastewater services to the Owner's Property in order to ensure that the development of the Property in accordance with the Phasing Plan is not delayed. Within ninety (90) days following the Effective Date, water and wastewater services shall be made available to Phase One. In regard to future phases, water and wastewater services shall be available in accordance with the Phasing Plan. The water and wastewater facilities to be constructed by the Owner, and the PSB Facilities, to be constructed by the PSB, are addressed in Section Seventeen and in Exhibits "D" and "E".

Without limiting the foregoing, the provision of retail water and wastewater services shall not be delayed on the grounds that the Property has not been annexed in whole or in part. The rates for water and wastewater services shall be equal to the rates charged inside the incorporated boundaries of the City. However, if the Owner for whatever reason fails to submit annexation applications in accordance with the provisions of this Agreement or is in default of any obligation under this Agreement, then the rates for water and wastewater services shall be in accordance with the PSB regulations for outside City rates, in addition to any fees required herein. If the Property is subsequently annexed, inside City rates for the incorporated boundaries in accordance with PSB regulations in effect at the time of annexation shall apply. The City's obligation to provide water and wastewater services to the Property shall survive the expiration of the term of

the Agreement. The obligation for the Owner to pay Annexation Fees as each water meter application is made survives the expiration of the Term of this Agreement.

TWELVE: Owner shall provide the City with one (1) mylar and three (3) paper prints of a current aerial map of the Property depicting the condition of the Property. Such aerial, and any other evidence necessary to demonstrate the existence of any non-conforming lot, use or structure on the Property, shall be provided by the Owner within thirty (30) days after the date the City adopts an annexation ordinance annexing a portion of the Property. 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.

THIRTEEN: Owner shall ensure that facilities and services of sufficient capacity, whether public or private, shall be provided as attributable to any development within the Property.

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

(1) **City:**
City of El Paso
Attn: City Manager

Mailing Address:
2 Civic Center Plaza
El Paso, Texas 79901

Physical Address:
Same as above

(2) **El Paso Water Utilities Public Service Board:**
El Paso Water Utilities Department
Attn: General Manager

Mailing Address:
1154 Hawkins Boulevard
El Paso, Texas 79925

Physical Address:
Same as above

- (3) **Owner:**
Ranchos Real IV, Ltd.
Attn: Douglas Schwartz
- Mailing Address:
1790 Lee Trevino, Suite 601
El Paso, Texas 79936
- Physical Address:
Same as above
- River Oaks Properties, Ltd.
Attn: Gerald J. Rubin
- Mailing Address:
One Helen of Troy Plaza
El Paso, Texas 79912
- Physical Address:
Same as above

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

FIFTEEN: This Agreement shall have a term of fifteen (15) years. The Parties may, by mutual agreement, as evidenced by a writing executed by the City Manager of the City, the General Manager of the El Paso Water Utilities Department, and a representative of the Owner, extend and/or renew the term, but only to the extent permitted by Subchapter G, Chapter 212, Local Government Code; provided, however, nothing contained in this section shall affect the Owner's obligation to submit nominations for annexation of all phases of the Property on or before the fourth (4th) anniversary of the Effective Date.

SIXTEEN: The Owner has previously sought from the City consent for the creation of a municipal utility district and/or water control and improvement district for the purpose of providing water and wastewater services to the Property (the "District"). In consideration of this Agreement, including the PSB's obligation hereunder to provide water and wastewater services to the Property, the Owner agrees to refrain from seeking the creation of the District.

SEVENTEEN: (a) Except for the PSB Facilities, the Owner agrees to construct at its expense the mains and pipes located inside the Property that are necessary to provide retail water and wastewater utility services to the Property. The mains and pipes shall be

designed and constructed in accordance with PSB Regulations. To the extent such facilities are oversized for the purpose of serving developments outside the Property, the cost of the oversized portion of the facilities shall be borne by the PSB. Notwithstanding the foregoing, the Owner shall not be obligated to construct or otherwise bear the costs of PSB Facilities, including water supply, water treatment facilities, wells, water storage tanks, desalinization facilities, or wastewater treatment facilities, in excess of the Annexation Fee provided for herein.

(b) The PSB shall acquire the right of way and construct at its expense the mains, pipes, and other facilities outside the Property that are necessary to provide water and wastewater services to the Property

(c) For greater certainty, Exhibits "D" and "E" describe the PSB Facilities to be constructed by the PSB at the PSB's expense.

EIGHTEEN: To the extent (if any) that this Agreement would obligate the City to make a payment or make an expenditure, the obligation shall be payable solely from revenues received by the City from current revenues, including revenues from the sale of water and wastewater utility services, it being the intention of the Parties that no obligation of the City in this Agreement shall be payable in whole or in part from property taxes, or from proceeds of obligations payable in whole or in part from property taxes, or otherwise constitute a debt of the City within the meaning of Article XI, Section 5 or Section 7 of the Texas Constitution.

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 any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving of notice and the full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period.

The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other incapacities of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

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

Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. By approving the execution of this Agreement, the City Council of the City, and the Public Utilities Board of the El Paso Water Utilities, delegate to the City Manager of the City, and to the General Manager of the El Paso Water Utilities, the authority, without any further action being required of the City Council or of the Public Utilities Board, to execute such amendments of or extensions to this Agreement as they may consider advisable, and consistent with the provisions of law.

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

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 other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

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 effectuate 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 shall, in carrying out the terms of this Agreement, 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

Joyce A. Wilson
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

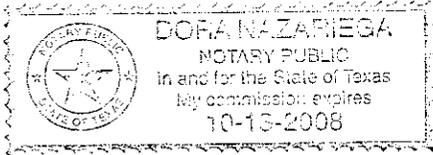
Carolyn J. Crosby
Carolyn J. Crosby
Assistant City Attorney

Patricia D. Adauto
Patricia D. Adauto, Deputy City Manager
Development & Infrastructure Services

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 31st day of January, 2006, by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.



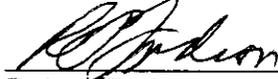
Dora Nazarega
Notary Public, State of Texas
Dora Nazarega

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD



Edmund G. Archuleta, P.E.
General Manager

APPROVED AS TO FORM:



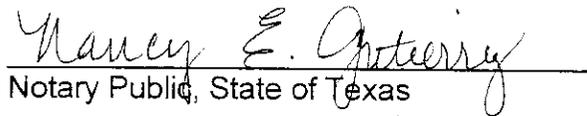
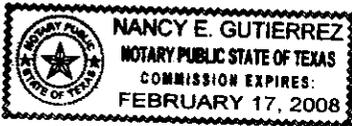
Robert D. Andron
General Counsel

ACKNOWLEDGEMENT

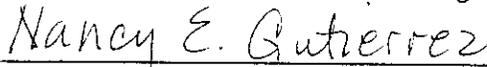
STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1st day of February, 2006, by Edmund G. Archuleta, as General Manager of the El Paso Water Utilities Public Service Board.



Notary Public, State of Texas



ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 26th day of January, 2006.

RANCHOS REAL IV, LTD.

By: Ranchos Real Developers, Inc.
Its: General Partner

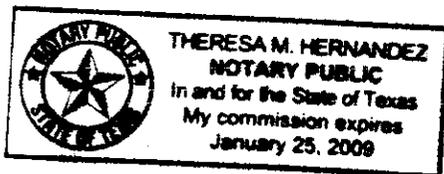
By: 

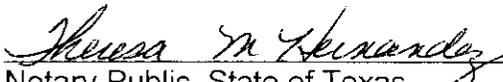
Name: Douglas Schwartz
Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 26th day of JANUARY 2006, by Douglas Schwartz, Vice President of Ranchos Real Developers, Inc. a Texas corporation, as general partner and on behalf of Ranchos Real IV, Ltd., a Texas limited partnership.




Notary Public, State of Texas

Theresa M. Hernandez

6

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 26th
day of January, 2006.

RIVER OAKS PROPERTIES, LTD.

By: River Oaks Asset Management, Inc.
Its: General Partner

By: Adam Z. Frank

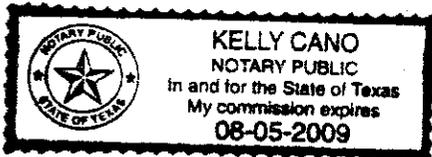
Name: Adam Z. Frank

Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 26th day of January
2006, by Gerald J. Rubin, President of River Oaks Asset Management, Inc. a Texas
corporation, as general partner and on behalf of River Oaks Properties, Ltd., a Texas
limited partnership.



Kelly Cano
Notary Public, State of Texas

Kelly Cano

EXHIBITS "A-1" through "A-5"
LEGAL DESCRIPTION

Being a portion of Sections 35, Block 79,
Township 2, Texas and Pacific Railway Company Surveys,
El Paso County, Texas
Prepared for: Southwest Land Development Services Inc.
January 24, 2006

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 35, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

THE "TRUE POINT OF BEGINNING" being the corner common to Sections 35, 36, 37 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys

Thence along the common line of Section 35 and 38, Block 79 Township 2, Texas and Pacific Railway Company Surveys South $89^{\circ}59'07''$ West a distance of 3679.78 feet to a point on the southeasterly right of way line of Zaragoza Road;

Thence along said right of way line North $42^{\circ}31'34''$ East a distance of 5382.79 feet to a point on the common line of Sections 35 and 36, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line South $00^{\circ}35'54''$ East a distance of 3966.22 feet to the "TRUE POINT OF BEGINNING" and containing 7,297,039 Sq. Ft. or 167.517 Acres of land more or less.

NOTE: Bearings basis is per plat of Tierra Del Este Unit Twenty Nine recorded in volume 79, Pages 104, Plat records of El Paso County, Texas


Ron R. Conde
R.P.L.S. No. 5152
Job# 106-50 R.C.

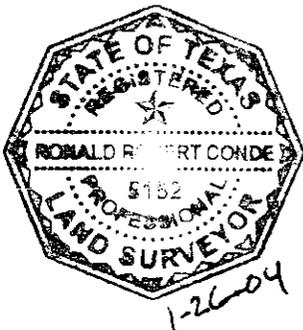


Exhibit A-1

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being a portion of Section 39, Block 79,
Township 2, Texas and Pacific Railroad Company Surveys
El Paso County, Texas
Prepared for: Edwards, Belk, Hunter, and Kerr
July 27, 2004
Parcel 4A

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 39, Block 79, Township 2, Texas and Pacific Railroad Company Surveys El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a found 1/2" rebar with cap marked TX 5152 set for the common corner of sections 38, 39, 46 and 47, Block 79, TSP 2, T & P RR. Surveys from this point a 2" pipe found for the common corner of sections 34, 35, 38 and 39 bears North 00°33'11" West a distance of 5235.75 feet, Thence from said 1/2" rebar South 89°57'37" West with the common line between sections 39 and 46 a distance of 2542.84 feet to a set 1/2" rebar with cap marked TX 5152 for The "TRUE POINT OF BEGINNING";

Thence continuing along said boundary line South 89°57'37" West (West Book 1618, Page 1321) a distance of 678.89 feet to a set 1/2" rebar with cap marked TX 5152 on the southeasterly right of way line of Zaragoza Road (F.M. 659);

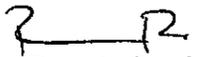
Thence along said right of way line North 42°31'34" East (N42°28'32"E Book 1618, Page 1321) a distance of 4716.77 (4776.06 Book 1618, page 1321) feet to a set 1/2" rebar with cap marked TX 5152 on the line between sections 38 and 39;

Thence along said line South 00°33'11" East a distance of 732.06 feet to a set 1/2" rebar with cap marked TX 5152;

Thence South 42°31'34" West a distance of 3722.85 feet to the "TRUE POINT OF BEGINNING" and containing 48.437 acres of land more or less.

NOTE: Bearings Basis is True North for a Transverse Mercator Surface Projection as determined by GPS Methods based on a set 1/2" rebar with cap marked TX 5152
Latitude: 31°47'01.296"N Longitude: 106°14'58.705W Height: 3928.225ft

A Plat of even date accompanies this description.


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

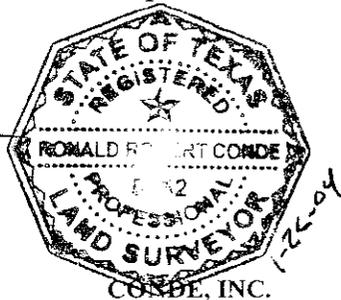


Exhibit A-2

job#704-46 R.C.
LGL-04\70446.LGL

Being all of Tract 1A4, Section 35
and a portion of Sections 36 ,
Block 79, Township 2,
Texas and Pacific Railroad
Company Survey,
El Paso County Texas
January 23, 2006

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being all of Tract 1A4, Section 35 and a portion of Sections 36 , Block 79, Township 2, Texas and Pacific Railroad Company Survey, El Paso County Texas, and being more particularly described by metes and bounds as follows:

Commencing at a found 2" pipe, said point being the northwesterly corner of Section 36, also being the common corner between sections 25, 26, and 35, Block 79, Township 2, Texas and Pacific Railroad Surveys; Thence South 00°32'00" East, along the common section line between Sections 35 and 36, a distance of 7.93 feet to a point lying on the southerly right-of-way line of Montana Avenue (US Highway No. 62-180) to a found ½" iron , said point being the TRUE POINT OF BEGINNING of this description;

Thence, North 81°18'00" East, along said right-of-way line, a distance of 52.48 feet to a point lying on the common boundary line between sections 25 and 36, Block 79, Township 2, Texas and Pacific Railroad Company Surveys;

Thence, North 89°59'29" East, along said boundary line, a distance of 1,122.58 feet to a point;

Thence, South 39°02'00" East, a distance of 0.41 feet to a point lying on the northerly right-of-way line of East Zaragoza Road (F.M. 659 Ysleta-Carlsbad cut-off road);

Thence, South 42°33'00" West, along said right-of-way line, a distance of 1,719.81 feet to a point lying on the common boundary line between Sections 35 and 36, Block 79, Township 2, Texas and Pacific Railroad Company Surveys;

Thence, South 42°33'00" West, continuing with said right-of-way line, a distance of 1,347.17 feet to a point;

Thence, North 00°32'00" West, a distance of 2,111.08 feet to a point lying on the southerly right-of-way line of Montana Avenue (US Highway No. 62-180);

Thence, North 81°18'00" East, along said right-of-way line, a distance of 894.19 feet to a point;

Thence, South 00°32'00" East, a distance of 218.16 feet to a point;

Thence, South 89°28'00" West, a distance of 125.00 feet to a point;

Thence, South 00°32'00" East, a distance of 175.00 feet to a point;

Thence, North 89°28'00" East, a distance of 155.00 feet to a point;

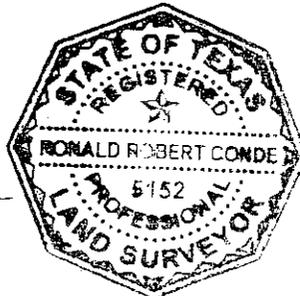
Thence, North 00°32'00" West, a distance of 397.47 feet to a point;

Thence, North 81°18'00" East, a distance of 5.12 feet to "TRUE POINT OF BEGINNING" and containing in all 2,261,201 square feet or 51.910 acres of land more or less.

Meets and bounds description is based on ALTA survey performed by SLI Engineering, dated December 14, 2005.

NOT A GROUND SURVEY.

Exhibit A-3
(Page 2 of 2)



R R C

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

job #106-47

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being a portion of Sections 37, 38, 39, 46 and 47, Block 79,
Township 2, Texas and Pacific Railway Company Surveys,
El Paso County, Texas
Prepared for: Southwest Land Development Services Inc.
January 24, 2006

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 37, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

THE "TRUE POINT OF BEGINNING" being the corner common to Sections 35, 36, 37 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys

Thence along the common line of Section 36 and 37, Block 79 Township 2, Texas and Pacific Railway Company Surveys North $89^{\circ}58'06''$ East a distance of 5313.88 feet to a point for the common corner of Sections 36 and 37, Block 79, Township 2, and Sections 7 and 18, Block 78, Township 2, Texas and Pacific Railway Company Surveys;

Thence along the common line of Sections 37, Block 79, Township 2 and Section 18, Block 78, Township 2, Texas and Pacific Railway Company Surveys South $00^{\circ}35'30''$ East a distance of 4736.94 feet to a point;

Thence leaving said line South $89^{\circ}58'09''$ West a distance of 500.00 feet to a point;

Thence South $00^{\circ}35'30''$ East a distance of 500.00 feet to a point on the common line of Sections 37 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along the common line of Section 37 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys South $89^{\circ}58'09''$ West a distance of 4814.48 feet to a point on the common corner of Sections 37, 38, 47 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along the line of Sections 37 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys South $00^{\circ}34'52''$ East a distance of 4734.76 feet to a point;

Thence leaving said line South $89^{\circ}59'32''$ West a distance of 500.00 feet to a point;

Thence South $00^{\circ}34'52''$ East a distance of 500.00 feet to a point on the common line of Section 47, Block 79, Township 2, and Section 2, Block 79, Township 3, Texas and Pacific Railway Company Surveys;

Thence along said line South $89^{\circ}59'32''$ West a distance of 4716.17 feet to a point;

Thence North $00^{\circ}34'37''$ West a distance of 2853.01 feet to a point;

Thence North $89^{\circ}58'26''$ West a distance of 100.01 feet to a point;

Thence North $00^{\circ}34'37''$ West a distance of 809.08 feet to a point;

Thence South $89^{\circ}58'35''$ West a distance of 4422.30 feet to a point of curve;

Thence 185.59 feet along the arc of a curve to the right which has a radius of 250.00 feet a central angle of $42^{\circ}32'00''$ a chord which bears North $68^{\circ}45'25''$ West a distance of 181.35 feet to a point;

Thence North $47^{\circ}29'25''$ West a distance of 20.86 feet to a point on the southeasterly right of way line of Zaragoza Road;

Thence along said right of way line North 42°31'40" East a distance of 1314.50 feet to a point;

Thence leaving said right of way line North 89°58'35" East a distance of 3707.62 feet to a point on the common line of Sections 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line North 00°34'37" West a distance of 524.76 feet to a point for the common corner of Section 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along the common line of Sections 39 and 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys South 89°57'37" West a distance of 2542.84 feet to a point;

Thence leaving said line North 42°31'34" East a distance of 3722.85 feet to a point on the common line of Sections 38 and 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line North 00°33'11" West a distance of 732.06 feet to a point on the southeasterly right of way line of Zaragoza Road;

Thence along said right of way line North 42°31'34" East a distance of 2,390.93 feet to a point on the common line of Sections 35 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line North 89°59'07" East a distance of 3679.78 feet to the "TRUE POINT OF BEGINNING" and containing 89,133,304 Sq. Ft. or 2,046.219 Acres of land more or less.

NOTE: Bearings basis is per plat of Tierra Del Este Unit Twenty Nine recorded in volume 79, Pages 104, Plat records of El Paso County, Texas

R R C
Ron R. Conde
R.P.L.S. No. 5152
Job# 605-87 R.C.



Exhibit A-4
(Page 2 of 2)

Being a portion of Sections 38, Block —,
Township 2, Texas and Pacific Railway Company Surveys,
El Paso County, Texas
Prepared for: Southwest Land Development Services Inc.
January 24, 2006
(Save and Except Portion)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 38, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the corner common to Sections 37, 38, 47 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, Thence along the common line of Section 37 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys North 00°32'27" West a distance of 222.61 feet to a point for THE "TRUE POINT OF BEGINNING"

Thence leaving said line North 89°46'19" West a distance of 5315.88 feet to a point on the common line of Sections 38 and 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line North 00°30'31" West a distance of 59.97 feet to a point;

Thence leaving said line South 89°46'32" East a distance of 3815.98 feet to a point;

Thence North 00°28'20" West a distance of 465.30 feet to a point;

Thence North 40°37'29" West a distance of 4703.80 feet to a point on the southeasterly right of way line of Zaragoza Road;

Thence along said right of way line North 42°33'25" East a distance of 75.56 feet to a point;

Thence leaving said right of way line South 40°37'15" East a distance of 4623.41 feet to a point;

Thence North 00°33'24" West a distance of 77.62 feet to a point;

Thence South 89°46'48" East a distance of 659.70 feet to a point;

Thence South 00°33'24" East a distance of 599.67 feet to a point;

Thence South 89°46'48" East a distance of 839.84 feet to a point on the common line of Sections 36 and 37, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line South 00°32'27" East a distance of 120.15 feet to the "TRUE POINT OF BEGINNING" and containing 1,153,971 Sq. Ft. or 26.49 Acres of land more or less.

NOTE: above description and bearings based on plat of survey prepared by Robert R. Seipel on February 8, 1999


Ron R. Conde
R.P.L.S. No. 5152
Job# 106-50 R.C.

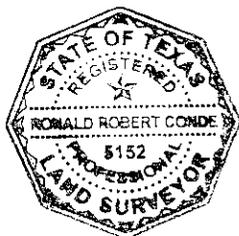


Exhibit A-5

EXHIBIT "B"
DEVELOPMENT PLAN

DEVELOPMENT PLAN EXHIBIT "B"

BEING A PORTION OF SECTIONS 35, 36, 37, 38, 39, 46, AND 47,
BLOCK 70, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD Co. SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 2,287.693 ACRES

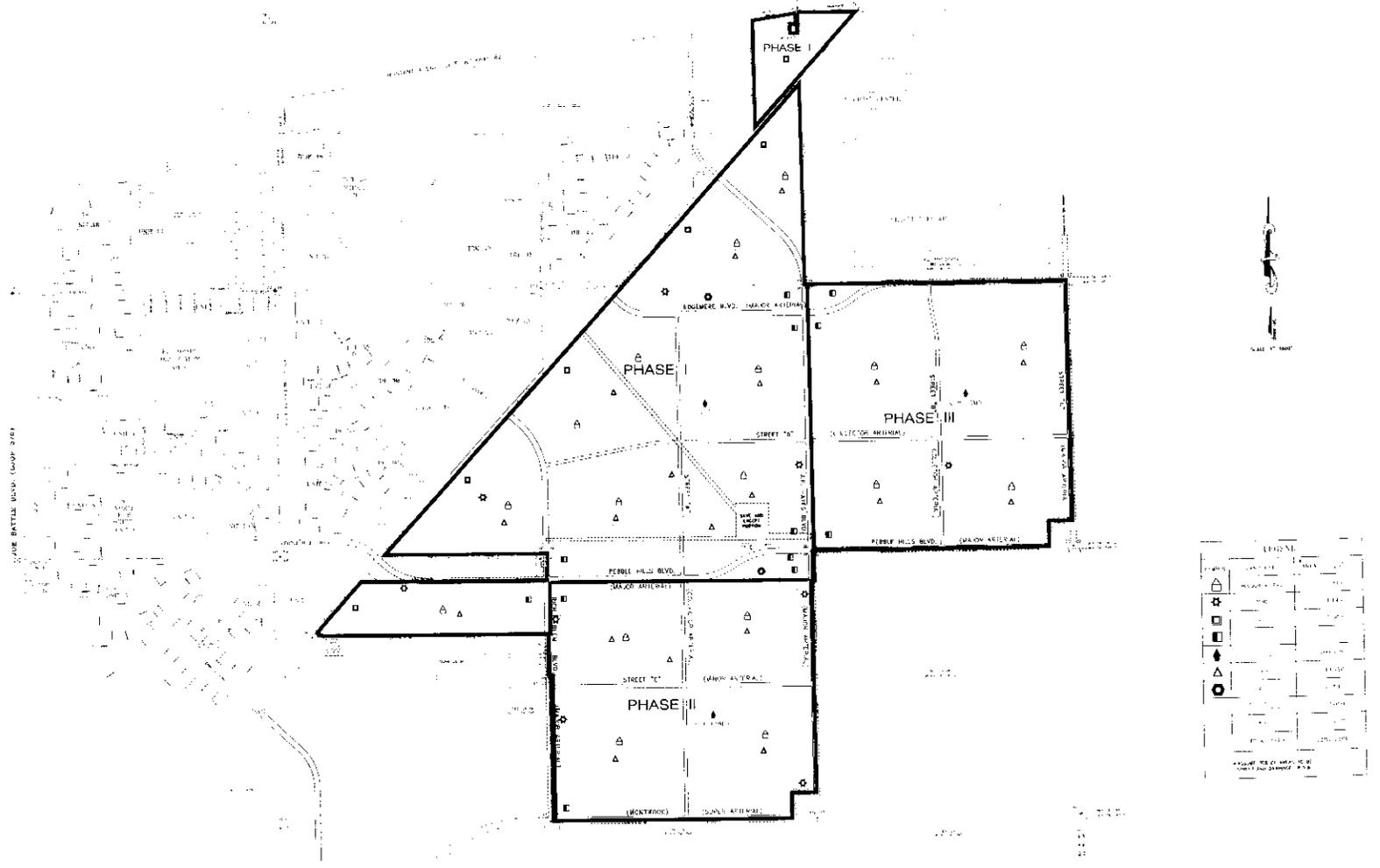


EXHIBIT "C"

MAJOR THOROUGHFARE PLAN

Exhibit "C"



Legend

MTP Proposed ARTERIAL

- COLLECTOR PR
- FREEWAY PR
- MAJOR PR
- MINOR PR
- SUPART PR

EXHIBIT "D"

PSB WATER FACILITIES PLAN

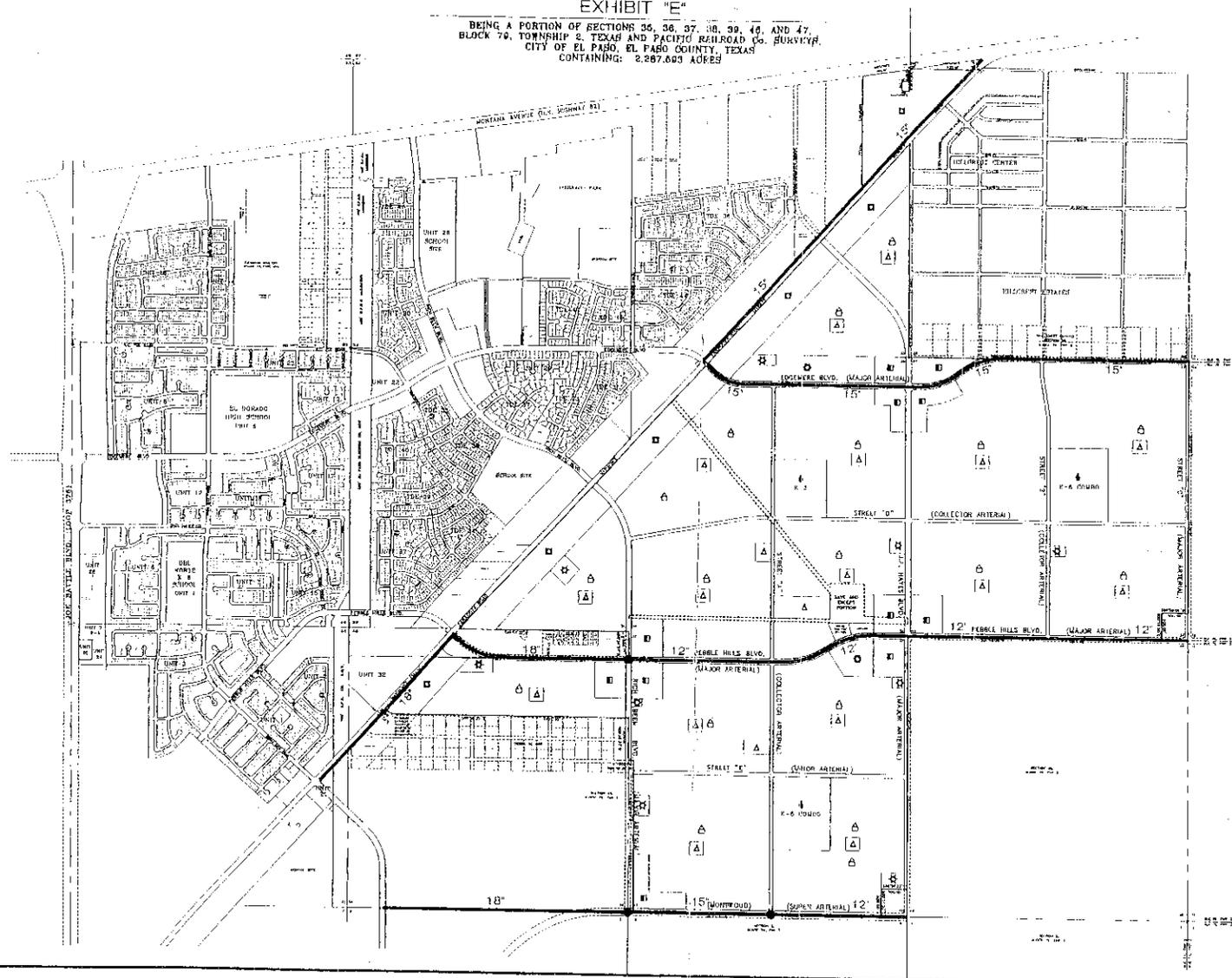
EXHIBIT "E"

PSB SEWER FACILITIES PLAN

PSB SEWER FACILITIES PLAN

EXHIBIT "E"

BEING A PORTION OF SECTIONS 35, 36, 37, 38, 39, 40, AND 41,
 BLOCK 70, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD CO. SURVEY,
 CITY OF EL PASO, EL PASO COUNTY, TEXAS
 CONTAINING: 2,287,693 SQUARE FEET



LEGEND		
SYMBOL	LINE USE	AREA (SQUARE FEET)
(Circle with cross)	MANHOLE	21,600
(Square with cross)	CB	21,600
(Circle with dot)	12"	208,800
(Circle with dot)	15"	122,100
(Circle with dot)	18"	163,800
(Circle with dot)	24"	86,400
(Circle with dot)	30"	47,500
(Circle with dot)	36"	2,000
(Circle with dot)	42"	2,000
(Circle with dot)	48"	2,000
(Circle with dot)	54"	2,000
(Circle with dot)	60"	2,000
(Circle with dot)	66"	2,000
(Circle with dot)	72"	2,000
(Circle with dot)	78"	2,000
(Circle with dot)	84"	2,000
(Circle with dot)	90"	2,000
(Circle with dot)	96"	2,000
(Circle with dot)	102"	2,000
(Circle with dot)	108"	2,000
(Circle with dot)	114"	2,000
(Circle with dot)	120"	2,000
(Circle with dot)	126"	2,000
(Circle with dot)	132"	2,000
(Circle with dot)	138"	2,000
(Circle with dot)	144"	2,000
(Circle with dot)	150"	2,000
(Circle with dot)	156"	2,000
(Circle with dot)	162"	2,000
(Circle with dot)	168"	2,000
(Circle with dot)	174"	2,000
(Circle with dot)	180"	2,000
(Circle with dot)	186"	2,000
(Circle with dot)	192"	2,000
(Circle with dot)	198"	2,000
(Circle with dot)	204"	2,000
(Circle with dot)	210"	2,000
(Circle with dot)	216"	2,000
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(Circle with dot)	252"	2,000
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(Circle with dot)	270"	2,000
(Circle with dot)	276"	2,000
(Circle with dot)	282"	2,000
(Circle with dot)	288"	2,000
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(Circle with dot)	300"	2,000
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(Circle with dot)	576"	2,000
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(Circle with dot)	588"	2,000
(Circle with dot)	594"	2,000
(Circle with dot)	600"	2,000

CITY CLERK DEPT.

08 DEC 24 PM 1:02

DOC# 20060011845
#Pages 32 #NFPages 1
2/8/2006 10:31:43 AM
Filed & Recorded in
Official Records of
EL PASO COUNTY
WALDO ALARCON
COUNTY CLERK
FEES \$140.00

33

SCANNED

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



Waldo Alarcon

EL PASO COUNTY, TEXAS

CITY CLERK DEPT.

08 JUN 30 PM 1:42

CITY CLERK'S OFFICE
2 Civic Center Plaza
El Paso, TX 79901-1196



CITY COUNCIL

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER

ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
EMMA ACOSTA, DISTRICT 3
MELINA CASTRO, DISTRICT 4
RACHEL QUINTANA, DISTRICT 5
EDDIE HOLGUIN, JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

VICTOR Q. TORRES
DIRECTOR, DEVELOPMENT SERVICES

MATHEW S. McELROY
DEPUTY DIRECTOR, PLANNING

DEVELOPMENT SERVICES
PLANNING DIVISION

MEMORANDUM

DATE: December 24, 2008

TO: The Honorable Mayor and City Council
Joyce A. Wilson, City Manager

FROM: Christina Ainsworth, Lead Planner

SUBJECT: **AN08010**

The City Plan Commission (CPC), on December 4, 2008, voted **4-2** to recommend **APPROVAL** of annexing the subject property concurring with staff's recommendation.

The CPC found that the annexation is in conformance with The Plan for El Paso and the proposed use is in conformance with the Year 2025 Projected General Land Use Map. The CPC also determined that the annexation protects the best interest, health, safety and welfare of the public in general; that the proposed use is compatible with adjacent land uses; and the rezoning will have no effect on the natural environment, social economic conditions, and property values in the vicinity and the city as a whole.

There was **NO OPPOSITION** to this request.

Attachment: Staff report.



City of El Paso – City Plan Commission Staff Report

Case No: AN08010
Application Type Annexation
CPC Hearing Date December 4, 2008
Staff Planner Christina Ainsworth, 915-541-4930, vallesmc@elpasotexas.gov

Location East of Zaragoza Road near Pebble Hills Boulevard
Legal Description Parcel 1: A portion of Sections 47 and 48, Bock 79, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Parcel 2: A portion of Sections 47 and 48, Bock 79, Texas and Pacific Railway Company Surveys, El Paso County, Texas

Acreage Parcel 1: 6.411 acres
Parcel 2: 579.95 acres

Rep District Adjacent to Districts 5 and 6
Existing Use Vacant
Existing Zoning East ETJ
Proposed Zoning Parcel 1: R-5 (Residential), C-4 (Commercial)
Parcel 2: R-5 (Residential), A-2 (Apartment), GMU (General Mixed Use), C-2 (Commercial), C-4 (Commercial)

Property Owner Ranchos Real IV, LTD
Applicant Ranchos Real IV, LTD
Representative Conde, Inc.

Distance to Park: 610 ft. (3 proposed parks within the subject property)
Distance to School: 4,255 ft. (Roberto Ituarte Elementary)

SURROUNDING ZONING AND LAND USE

North: C-2/c (Commercial/condition), R-5 (Residential), Vacant

South: East ETJ, Vacant

East: East ETJ, Vacant

West: C-2/c (Commercial/condition), R-5 (Residential), East ETJ, Vacant

THE PLAN FOR EL PASO DESIGNATION: N/A (East Planning Area)

NEIGHBORHOOD ASSOCIATIONS: N/A

NEIGHBORHOOD INPUT:

Notice of a Public Hearing was published in the El Paso Times on November 22, 2008 in accordance with Texas Local Government Code Subchapter C. Planning Division did not receive any letters or phone calls in support or opposition of rezoning request.

APPLICATION DESCRIPTION:

The applicant is requesting to annex the subject property in accordance with the Development Agreement approved January 31, 2006 and amended July 8, 2008.

CASE HISTORY:

On January 31, 2006 a Development Agreement was approved for property including Parcels 1-6 and 11. The Development Agreement and Development Plan were amended on July 8, 2008.

DEVELOPMENT COORDINATING COMMITTEE RECOMMENDATION:

The DCC recommends **APPROVAL** of annexing the subject property subject to the terms of the approved Development Agreement.

PLANNING DIVISION RECOMMENDATION:

The Planning Division recommends **APPROVAL**. The annexation request is in accordance with the approved Development Agreement. The Service Plan shall be approved with the Ordinance approving the annexation.

The Plan for El Paso-City-Wide Land Use Goals:

All applications for annexation shall demonstrate compliance with the following criteria:

- a. Goal: Evaluate annexation requests to determine feasibility and impact on existing City services and fiscal resources.
- b. Goal: provide a pattern of commercial and office development which best serves community needs and which complements and serves all other land uses.
- c. Goal: preserve, protect, and enhance the integrity, economic vitality and livability of the city's neighborhoods.
- d. Goal: encourage the provision of neighborhood commercial services which are compatible with a neighborhood's residential character.

Development Services Department - Building Permits and Inspections Division:

Zoning Review: No objections to the proposed request.

Landscape Review: No comments received.

Development Services Department - Planning Division:

The Planning Division recommends **APPROVAL**. The annexation request is in accordance with the approved Development Agreement. The Service Plan shall be approved with the Ordinance approving the annexation.

Engineering Department - Traffic Division:

- The roadways within the development comply with the City's MTP and are adequate to handle the traffic generated by the development.
- Traffic control measures, including traffic signals and turning lanes at the intersections of major arterials, where commercial and mixed use zoning is requested, shall be required (Pebble Hills & Rich Beem, Pebble Hills & John Hayes, Montwood & Rich Beem, Montwood & John Hayes).

- The Traffic Impact Analysis submitted with the land study for this development (TDE III Phase 2) shows traffic from this development is expected to access Zaragoza at the following intersections:

Cross Street	ADT	PM Peak Hour
Pebble Hills	11,105	1,057
Rich Beem	9,715	924
Tim Foster/Edgemere	8,895	846
John Hayes	6,884	655

- These intersections are also providing access for Phase I of development, per TIA submitted in 2006, with the following average daily volumes (no peak hour calculations):

Cross Street	ADT
Pebble Hills	13,620
Rich Beem	15,976
Tim Foster/Edgemere	12,677
John Hayes	3,435

- The TIA shows that Zaragoza Road does not have capacity to support the additional traffic generated by this development. Traffic did not recommend approval of the land study, and does not recommend approval of the rezoning unless mitigation measures, including traffic signals and turning lanes, are provided to access the adjoining road network.
- TIA Table 4-1 (Post-project development) shows the following for Zaragoza Road:

Capacity	from Phase 1	from Phase 2	w/o dev	Total
33,000	24,986	21,599	24,540	71,125
- Access to Zaragoza shall require approval from TxDOT.
- Montwood shall be improved to city standards where it abuts the subject property. Future completion of Montwood (a proposed super arterial) is needed to provide connectivity and capacity for the traffic generated by this development.

Fire Department:

No comments received.

El Paso Water Utilities:

EPWU does not object to this request.

Parks:

No comments received.

Sun Metro:

No comments received.

School Districts:

No comments received.

CITY PLAN COMMISSION OPTIONS

The City Plan Commission may consider the following options and additional options that it identifies when reviewing the rezoning application

1. Recommend approval of the application finding that the annexation is in conformance with the review criteria of The Plan for El Paso as reflected in CPC report or other criteria that the CPC identifies from the Plan.
2. Recommend approval of the application with modifications to bring the annexation into conformance with the review criteria in The Plan for El Paso as reflected in CPC report or other criteria from the Plan as identified by the CPC.
3. Deny the application finding that the annexation does not conform to the review criteria in The Plan for El Paso as reflected in CPC report or other criteria identified from the Plan by the CPC.

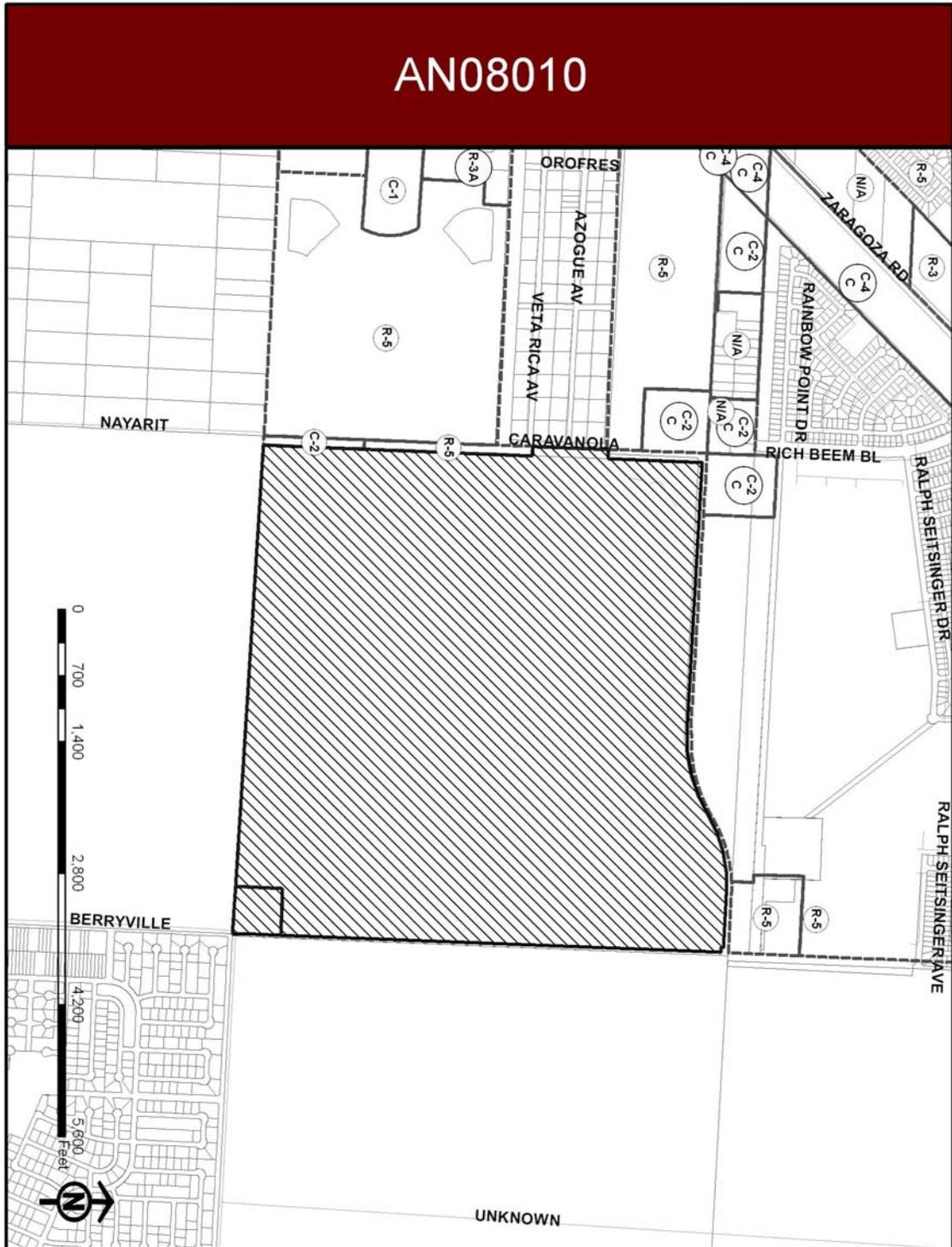
Attachments:

Attachment 1: Zoning Map

Attachment 2: Aerial Map

Attachment 3: Annexation Plan

ATTACHMENT 1: ZONING MAP



ATTACHMENT 2: AERIAL MAP

AN08010



AN08010

CITY CLERK DEPT.
08 DEC 24 PM 1:02

CITY CLERK DEPT.
08 JUN 30 PM 1:42

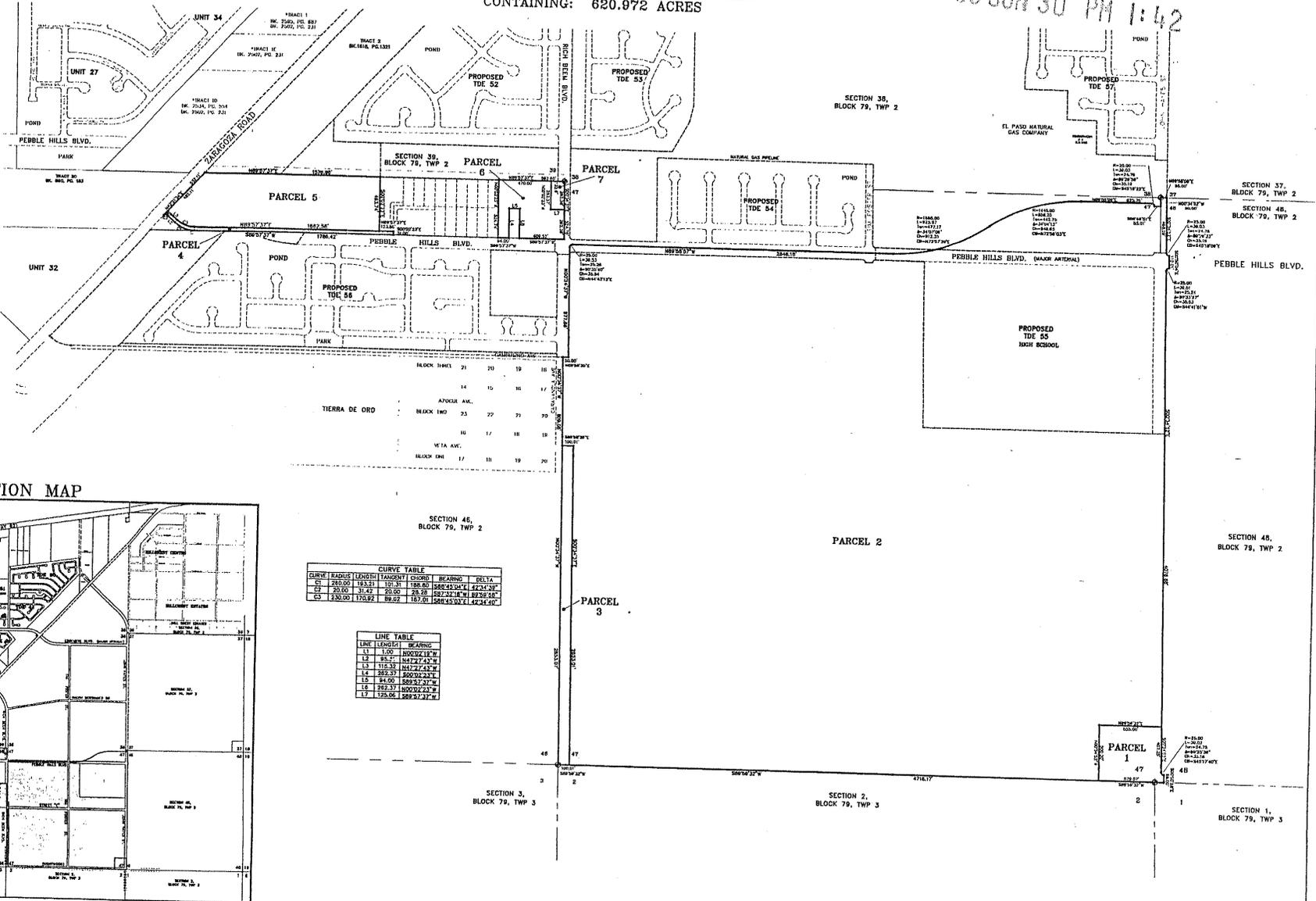
ANNEXATION PHASE II

BEING A PORTION OF SECTIONS 46, 47, AND 48, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD Co. SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS CONTAINING: 620.972 ACRES

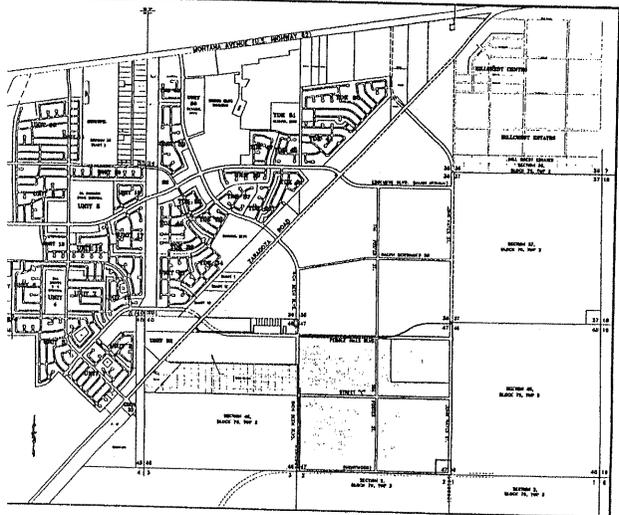


SCALE: 1"=400'

LEGEND		
PARCEL	OWNER	AREA ac.
1	RANCHOS REAL IV, LTD.	6.411
2	RANCHOS REAL IV, LTD.	579.851
3	EL PASO ELECTRIC CO.	6.550
4	RANCHOS REAL IV, LTD.	1.478
5	RIVER OAKS PROPERTIES, LTD.	19.980
6	RANCHOS REAL IV, LTD.	5.858
7	RANCHOS REAL IV, LTD.	0.746



LOCATION MAP



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	BEARING
C1	200.00	193.31	101.31	188.40
C2	200.00	19.43	20.00	26.28
C3	230.00	170.92	86.07	157.01

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.00	S89°52'43"W
L2	85.71	N47°27'43"W
L3	15.58	N47°27'43"W
L4	352.37	S00°00'00"W
L5	84.00	S89°52'37"W
L6	282.37	N00°00'00"W
L7	125.00	S89°52'37"W

AN07006, AN07008

SCANNED

Doc# 20080056521
#Pages 2 #InPages 1
7/14/2008 9:26:11 AM
Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$20.00

3

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones

CITY CLERK DEPT.
08 DEC 24 PM 1:02