

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

DEPARTMENT: Planning and Economic Development
AGENDA DATE: January 6, 2011
CONTACT PERSON/PHONE: Kathy Dodson, PhD, Director 541-4670
DISTRICT(S) AFFECTED: District 5

SUBJECT:

Discussion and action that the City Manager be authorized to execute a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and Bohannon Development Corporation to provide economic development incentives to construct a large-scale development that will help alleviate the critical housing needs of the City related to Fort Bliss expansion, incorporate a variety of housing types and will promote the City's Smart Growth development goals.
[Planning and Economic Development, Kathryn B. Dodson, (915) 541-4872]

BACKGROUND / DISCUSSION:

This item is to enter a Chapter 380 Agreement with Bohannon Development Corporation to provide incentives for a large-scale housing development that will provide a variety of housing types at densities sufficient to support mass transit. This Agreement also aligns with the City's goal to provide economic development incentives to encourage Smart Growth development in El Paso.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

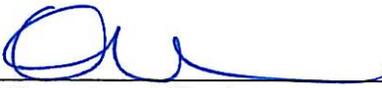
100 percent of City's portion of ad valorem property tax revenue generated by development.

BOARD / COMMISSION ACTION:

On August 12, 2010 the Economic and Community Development, Quality of Life and Tourism LRC voted 3-1 to bring item forward to City Council.

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

DEPARTMENT HEAD: _____



Department Head

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the City Manager be authorized to execute a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the City of El Paso ("City") and Bohannon Development Corporation, a Texas corporation ("Applicant") in relation to the Applicant's construction of a large-scale housing development in El Paso, Texas.

ADOPTED this _____ day of _____, 2011.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



Kathryn B. Dodson, Ph.D., Director
Planning & Economic

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement.
- B. **Applicant.** The word "APPLICANT" means **Bohannon Development Corporation**, a Texas corporation.
- C. **City.** The word "CITY" means the City of El Paso, Texas.
- D. **Development.** The word "Development" means a large-scale housing development that will incorporate a variety of housing types at densities sufficient to support mass transit, meet the City's Smart Growth development goals, and consist of at least 150 housing units, to be located on the real property described on **Exhibit A**, which is attached hereto and incorporated for all purposes.
- E. **Base Year Value.** The words "Base Year Value" mean the value of the real and personal property on the rolls as of January 1st of the year in which this Agreement is executed.
- F. **Grant.** The word "Grant" means an annual payment to APPLICANT under the terms of this Agreement computed as an amount not to exceed the total cumulative value of the CITY's portion of the incremental ad valorem property tax revenue generated by the subject property in the Development identified in **Exhibit A** above the Base Year Value for the term of the Agreement and payable from the CITY's general revenue fund.
- G. **Grant Submittal Package.** The words "Grant Submittal Package" mean the documentation required to be supplied to CITY on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in **EXHIBIT B**, which is attached hereto and incorporated herein for all purposes.
- H. **Multi-family Housing.** The words "multi-family housing" mean a dwelling or group of dwellings on one (1) lot or contiguous lots containing separate living units for five (5) or more families, but which may have joint services or facilities including duplexes, 3-4 unit structures, and apartment-type structures with five units or more. Multi-family also includes condominium units in structures of more than one living unit.
- I. **Smart Growth development goals.** The words "Smart Growth development goals" mean construction within the Development of: at least three different housing types to include multi-family housing, town homes, and single-family detached homes that incorporate alley-accessed parking and/or rear garages accessible by alleys; and the construction of alleys (intra-block thoroughfares) that accommodate automobiles and allow for parking to be accessed from the rear, thereby increasing the availability of on-street parallel parking through the elimination of curb cuts on the primary residential streets in the Development and creating a more pedestrian-friendly environment for its residents.

SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall commence on the Effective Date (as hereinafter defined) and shall terminate on the first to occur: (i) the date when the Grant is fully paid; (ii) ten (10) years from the Effective Date, (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein or (iv) termination by mutual consent of the parties in writing. The Effective Date of this Agreement shall be the date upon which both parties have fully executed this Agreement. However, APPLICANT's eligibility for annual Grant payments shall be limited to five (5) consecutive years (the "Grant Period") within the term of this Agreement. The Grant Period shall begin with the filing of the first Grant Submittal Package, which must occur no later than sixty (60) months from the Effective Date. The CITY shall review APPLICANT's eligibility for Grant Payments on an annual basis during the Grant Period.

SECTION 3. OBLIGATIONS OF APPLICANT.

During the term of this Agreement, APPLICANT shall comply with the following terms and conditions:

- A. APPLICANT agrees to develop and construct, at its sole cost, the Development, which shall meet the City's Smart Growth development goals. APPLICANT must obtain a Certificate of Occupancy for each of the housing units in Development within forty-eight (48) months of the Effective Date of this Agreement. It is expressly agreed and understood that only those housing units obtaining a Certificate of Occupancy within forty-eight (48) months of the Effective Date of this Agreement will be considered in the calculation of the CITY's Grant payment.
- B. Prior to the issuance of any building permits for the Development, the APPLICANT must submit to CITY's Planning and Economic Development Department for administrative approval a site development plan for the Development identified in **Exhibit A**. The site development plan must include the following information: legal description of the property or metes and bounds description; boundaries of the property proposed for development; location and arrangement of structures; size and use of structures, including number of dwelling units and number of bedrooms in each unit; lots lines with dimensions of the areas; required yards and setbacks; landscaped planted areas, where applicable; curb cuts and driveways; pedestrian ways and sidewalks; stamp or seal of a professional engineer, registered architect, or registered land surveyor who prepared the plans; on-site parking areas, and loading/unloading berths where applicable (showing number and size of on-site parking spaces, including accessible spaces, and lighting of parking areas); storm water drainage; retaining walls, where applicable; screening walls or fences, where required; utility rights-of-way and easements; size and sign of exterior signs; architectural design of buildings (side elevations).
- C. Prior to commencing construction of the Development, APPLICANT, must submit to the CITY documentation that demonstrates that it obtained all applicable approvals and permits required under federal, state, and local laws and regulations.
- D. Unless otherwise agreed by the CITY and APPLICANT, each Grant Submittal Package shall be in the form provided in **EXHIBIT B**. If APPLICANT fails to timely submit a Grant Submittal Package for a particular year, the CITY may give APPLICANT written

notice of its failure to timely submit such Grant Submittal Package, and APPLICANT shall have thirty (30) calendar days from the date on which such written notice is given in which to submit such Grant Submittal Package. The CITY's determination of the amount of the Grant payment due to APPLICANT is final; provided, however, that the APPLICANT may appeal to the City Council within thirty (30) days of payment. The City Council shall hear the appeal within thirty (30) days of request for appeal and the City Council's determination of the amount of the Grant payment shall be final. Nothing herein shall limit (or be construed to limit) APPLICANT's rights and remedies as described in Section 5 of this Agreement.

- E. APPLICANT shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on the property it owns in the Development and any other property it owns within the City of El Paso. APPLICANT must demonstrate that it has incurred no delinquent taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso. APPLICANT shall have the right to contest the appraised value of the Development as provided by law. However, APPLICANT covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Central Appraisal District at Base Year Value or lower.

SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred and is continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), CITY shall comply with the following terms and conditions:

- A. The CITY agrees to process any Grant Payments to APPLICANT within ninety (90) days after its approval of the APPLICANT's Grant Submittal Package.
- B. The CITY shall determine the total amount of Grant payments due to the APPLICANT, if any, on an annual basis. Provided the APPLICANT satisfies all the requirements of this Agreement, during the Grant Period, APPLICANT shall be eligible for an annual Grant payment in an amount not to exceed 100% of the total value of the CITY's portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value but for only those housing units in the Development for which APPLICANT obtained a Certificate of Occupancy within forty-eight (48) months of the Effective Date of this Agreement.

Under no circumstances shall the total aggregate of Grant payments exceed the total value of the City's portion of the incremental ad valorem property tax revenue generated by the subject property in the Development above the Base Year Value for the Grant Period and payable from the CITY's general revenue fund.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- A. **False Statements.** In the event the APPLICANT provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and APPLICANT fails to cure same within thirty (30) days after written notice from the CITY describing the violation shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, and APPLICANT fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall also be deemed an event of default. Further, if APPLICANT obtains actual knowledge that any previously provided warranty, representation or statement has become false or misleading after the time that it was made, and APPLICANT fails to provide written notice to the CITY of the false or misleading nature of such warranty, representation or statement within ten (10) days after APPLICANT learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section, all Grant Payments previously provided by the CITY pursuant to this Agreement shall be recaptured and repaid by APPLICANT within sixty (60) days from the date of such termination.
- B. **Insolvency.** The dissolution or termination of APPLICANT's existence as a going business or concern, APPLICANT'S insolvency, appointment of receiver for any part of APPLICANT'S portion of the Property, any assignment of all or substantially all of the assets of APPLICANT for the benefit of creditors of APPLICANT, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against APPLICANT shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- C. **Construction of Development.** APPLICANT's failure to comply with its construction obligations set forth in this Agreement and APPLICANT's failure to cure same within thirty (30) days after written notice from the CITY shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence but APPLICANT fails or refuses to commence such cure within such thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute such cure, except to the extent such failure is caused by any act or failure to act on the part of the CITY, such actions or omissions shall be deemed events of default.
- D. **Property Taxes.** Prior to the receipt of any reimbursement grant payments under this incentive program, APPLICANT must demonstrate that it has incurred no delinquency taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso. In the event APPLICANT allows any property taxes owed to the CITY on any property owned by the APPLICANT to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the CITY and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, APPLICANT shall

have the right to contest the appraised value of the property owned by the APPLICANT within the Development provided however, the APPLICANT agrees that it will not contest or allow any party to contest on its behalf a value of less than Base Year Value which the parties have agreed is the minimum value for tax purposes. APPLICANT's failure to comply with this prohibition against maintaining the minimum tax value shall constitute an event of default and may result in a termination of this Agreement.

- E. **Other Defaults.** Failure of APPLICANT or CITY to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and APPLICANT or CITY fails to cure such failure within thirty (30) days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, but if APPLICANT or CITY also fails or refuses to commence such cure within such thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute the cure of such failure, such act or omission shall be deemed an event of default.
- F. **Failure to Cure.** If any event of default by APPLICANT shall occur, and after APPLICANT fails to cure same in accordance herewith, then this Agreement is terminated without any further action required of the CITY and the CITY's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

SECTION 6. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The CITY may terminate this Agreement for its convenience and without the requirement of an event of default by APPLICANT, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Assignment of APPLICANT's Rights.** APPLICANT understands and agrees that the CITY expressly prohibits APPLICANT from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the CITY's prior written consent. Any such attempt to sell, transfer, assign or convey without the CITY's prior

written consent shall result in the immediate termination of this Agreement, with no ability for the APPLICANT to cure.

- D. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of any ownership rights in the Development or of individual lots within the Development, APPLICANT shall notify the CITY in writing of such sale or transfer within thirty (30) business days of the effectiveness of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the CITY of such sale or transfer within the applicable period shall constitute an event of default.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. CITY warrants and represents that the individual executing this Agreement on behalf of CITY has full authority to execute this Agreement and bind CITY to the same. The individual executing this Agreement on APPLICANT's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **Completion of Development.** As consideration for the agreements of the CITY as contained herein, APPLICANT agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- H. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute and to amend this Agreement on behalf of the CITY.
- I. **Employment of Undocumented Workers.** During the term of this Agreement, APPLICANT agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), APPLICANT shall repay the amount of the Grant payments received by APPLICANT from the CITY as of the date of such violation not later than one hundred twenty (120) days after the date APPLICANT is notified by CITY of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to APPLICANT until the date the reimbursement payments are repaid to CITY. CITY may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. APPLICANT is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom APPLICANT contracts
- J. **Filing.** The CITY shall file this Agreement in the deed records of El Paso County, Texas upon APPLICANT's request and payment of all recordation costs.

K. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

CITY: City of El Paso
City Manager
2 Civic Center Plaza
El Paso, Texas 79901

Copy To: City of El Paso
Economic Development Department Director
2 Civic Center Plaza
El Paso, Texas 79901

APPLICANT: Bohannon Development Corporation
5525 N. Stanton, #28C
El Paso, Texas 79912

M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the CITY, whether now existing or in the future arising

N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

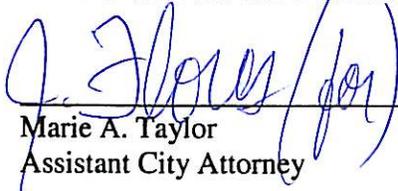
(SIGNATURES BEGIN ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day
of _____, 20__.

CITY OF EL PASO, TEXAS

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



Kathryn Dodson, Director
Planning and Economic Development

ACKNOWLEDGMENT

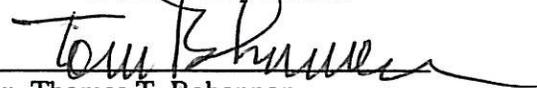
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 20__,
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso, Texas (CITY)**.

Notary Public, State of Texas

My Commission Expires:

APPLICANT: Bohannon Development Corporation
a Texas corporation



By: Thomas T. Bohannon

Title: President

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF El Paso §

This instrument was acknowledged before me on the 22nd day of September, 2010, by Thomas T Bohannon as President of **Bohannon Development Corporation** (APPLICANT).

Samuel K. Creighton
Notary Public, State of Texas

My Commission Expires:
12/8/2014

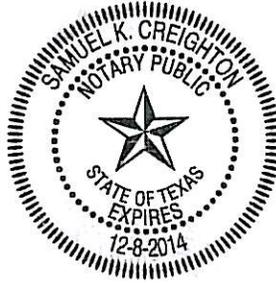


EXHIBIT A

[Legal Description/Project Development]

(see attached)

Lot Block

Townhome parcels:

1	X579-999-2340-0285
2	X579-999-2340-0296

Townhouse lots:

1	H805-999-0030-0010	1	3
2	H805-999-0030-0020	2	3
3	H805-999-0030-0030	3	3
4	H805-999-0030-0040	4	3
5	H805-999-0030-0050	5	3
6	H805-999-0030-0060	6	3
7	H805-999-0030-0070	7	3
8	H805-999-0030-0080	8	3
9	H805-999-0030-0090	9	3
10	H805-999-0030-0100	10	3
11	H805-999-0030-0110	11	3
12	H805-999-0030-0120	12	3
13	H805-999-0030-0130	13	3
14	H805-999-0030-0140	14	3
15	H805-999-0030-0150	15	3
16	H805-999-0030-0160	16	3
17	H805-999-0030-0170	17	3
18	H805-999-0030-0180	18	3
19	H805-999-0030-0190	19	3
20	H805-999-0030-0200	20	3
21	H805-999-0030-0210	21	3
22	H805-999-0030-0220	22	3
23	H805-999-0090-0100	1	9
24	H805-999-0090-0200	2	9
25	H805-999-0090-0300	3	9
26	H805-999-0090-0400	4	9
27	H805-999-0090-0500	5	9
28	H805-999-0090-0600	6	9
29	H805-999-0090-0700	7	9
30	H805-999-0090-0800	8	9
31	H805-999-0090-0900	9	9
32	H805-999-0090-1000	10	9
33	H805-999-0090-1100	11	9
34	H805-999-0090-1200	12	9
35	H805-999-0090-1300	13	9

36	H805-999-0090-1400	14	9
37	H805-999-0090-1500	15	9
38	H805-999-0090-1600	16	9
39	H805-999-0090-1700	17	9
40	H805-999-0090-1800	18	9
41	H805-999-0090-1900	19	9
42	H805-999-0090-2000	20	9
43	H805-999-0090-2100	21	9
44	H805-999-0090-2200	22	9
45	H805-999-0090-2300	23	9
46	H805-999-0090-2400	24	9
47	H805-999-0090-2500	25	9
48	H805-999-0090-2600	26	9
49	H805-999-0090-2700	27	9
50	H805-999-0090-2800	28	9
51	H805-999-0090-2900	29	9
52	H805-999-0090-3000	30	9
53	H805-999-0090-3100	31	9
54	H805-999-0090-3200	32	9

Single-family lots:

1	H805-999-0030-0230	23	3
2	H805-999-0030-0240	24	3
3	H805-999-0030-0250	25	3
4	H805-999-0030-0260	26	3
5	H805-999-0030-0270	27	3
6	H805-999-0030-0280	28	3
7	H805-999-0030-0290	29	3
8	H805-999-0030-0300	30	3
9	H805-999-0030-0310	31	3
10	H805-999-0030-0320	32	3
11	H805-999-0030-0330	33	3
12	H805-999-0030-0340	34	3
13	H805-999-0030-0350	35	3
14	H805-999-0030-0360	36	3
15	H805-999-0030-0370	37	3
16	H805-999-0030-0380	38	3
17	H805-999-0030-0390	39	3
18	H805-999-0030-0400	40	3
19	H805-999-0030-0410	41	3
20	H805-999-0060-0800	8	6
21	H805-999-0060-0900	9	6
22	H805-999-0060-1000	10	6
23	H805-999-0060-1100	11	6
24	H805-999-0060-1200	12	6

25	H805-999-0060-1300	13	6
26	H805-999-0060-1400	14	6
27	H805-999-0060-1500	15	6
28	H805-999-0060-1600	16	6
29	H805-999-0060-1700	17	6
30	H805-999-0060-1800	18	6
31	H805-999-0070-0100	1	7
32	H805-999-0070-0200	2	7
33	H805-999-0070-0300	3	7
34	H805-999-0070-0400	4	7
35	H805-999-0070-0500	5	7
36	H805-999-0070-0600	6	7
37	H805-999-0070-0700	7	7
38	H805-999-0070-0800	8	7
39	H805-999-0070-0900	9	7
40	H805-999-0070-1000	10	7
41	H805-999-0070-1100	11	7
42	H805-999-0070-1200	12	7
43	H805-999-0070-1300	13	7
44	H805-999-0070-1400	14	7
45	H805-999-0070-1500	15	7
46	H805-999-0070-1600	16	7
47	H805-999-0070-1700	17	7
48	H805-999-0070-1800	18	7
49	H805-999-0070-1900	19	7
50	H805-999-0070-2000	20	7
51	H805-999-0070-2100	21	7
52	H805-999-0080-0100	1	8
53	H805-999-0080-0200	2	8
54	H805-999-0080-0300	3	8
55	H805-999-0080-0400	4	8
56	H805-999-0080-0500	5	8
57	H805-999-0080-0600	6	8
58	H805-999-0080-0700	7	8
59	H805-999-0080-0800	8	8
60	H805-999-0080-0900	9	8
61	H805-999-0080-1000	10	8
62	H805-999-0080-1100	11	8
63	H805-999-0080-1200	12	8
64	H805-999-0080-1300	13	8

EXHIBIT B

[Grant Submittal Package Form]

Bohannon Development Corporation believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ____ day of _____, 20__ and signed by _____ of **Bohannon Development Corporation**. Pursuant to the Agreement, **Bohannon Development Corporation** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. Site Development plan approvals.
2. Property tax payment receipts for all properties owned in the City of El Paso.
3. Copies of all applicable approvals and permits
4. Receipts of all qualified fees eligible for Reimbursement under this Agreement.

Bohannon Development Corporation hereby applies for a Grant of \$_____ for reimbursement of qualified eligible fees related to the construction of _____ (# of units). The name, address and number of units of each Development follows:

Development Name	Address	# of Units
_____	_____	_____

It is understood by **Bohannon Development Corporation** that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

Bohannon Development Corporation
a Texas corporation

Name: Thomas T. Bohannon
Title: President



Hueco Estates

Proposed mixed use development to be located at Rich Beem and Montana.

Positives

- Mixed use residential development with apartments, town homes and single family homes
- Will feature alleys with parking access in the back and apartments with parking in the interior of development
- Within 10 minute pedestrian shed for East side BRT terminal

Promotes City Smart Growth Development Goals

