

CITY OF EL PASO, TEXAS  
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM 25

DEPARTMENT: Office of Economic Development

AGENDA DATE: March 13, 2007

CONTACT PERSON/PHONE: Kathryn B. Dodson, PhD 541-4670

DISTRICT(S) AFFECTED: ALL

**SUBJECT:**

Regular Agenda: Discussion and action regarding the Tax Abatement Agreement between ADP, Inc. and the City of El Paso.

**BACKGROUND/DISCUSSION:**

ADP, Inc. has previously approached the City for economic development incentives in relation to their expansion into El Paso. After a discussion in executive session on August 8, 2006, the council directed the Department to enter into negotiations with ADP to enter into a Tax Abatement Contract. This contract is presented pursuant to this directive.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes. Executive Session of August 8, 2006

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

General Fund

**BOARD/COMMISSION ACTION:**

Enter appropriate comments or N/A.

Request council approve a resolution authorizing the City Manager to sign a Tax Abatement Agreement with ADP, Inc.

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

LEGAL: (if required) \_\_\_\_\_ FINANCE: (if required) \_\_\_\_\_

DEPARTMENT HEAD:  \_\_\_\_\_

(Example: If RCA is initiated by Purchasing, client department should sign also). Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**RESOLUTION**

CITY CLERK DEPT.

07 FEB 28 PM 4:25

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

That the City Manager be authorized to execute a Tax Abatement Agreement by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality of El Paso County, Texas and **ADP, INC.**, a Delaware Corporation for the construction of a Solutions/Technical Support Facility on the property municipally known and numbered as 1851 Resler, El Paso, Texas 79912.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

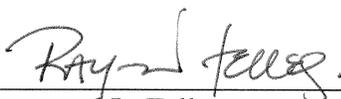
**CITY OF EL PASO, TEXAS**

\_\_\_\_\_  
John F. Cook  
Mayor

**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Kathryn Dodson, Director  
Economic Development Department

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

CITY CLERK DEPT.  
**TAX ABATEMENT AGREEMENT**  
07 FEB 28 PM 4:25

This **TAX ABATEMENT AGREEMENT** is entered into by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality of El Paso County, Texas (hereinafter referred to as the “CITY”), and **ADP, INC.**, a Delaware Corporation (hereinafter referred to as the “APPLICANT”), for the purposes and considerations stated below:

**WHEREAS**, Section 312.002(a) of the Texas Tax Code requires the City to pass a resolution indicating the City’s desire to become eligible to participate in tax abatement agreements;

**WHEREAS**, the City Council of the City of El Paso, Texas, has previously adopted a resolution stating that the City elected to be eligible to participate in tax abatements;

**WHEREAS**, on the 8<sup>th</sup> day of August, 2006, City Council of the CITY, adopted Tax Abatement Guidelines and Criteria, pursuant to Section 312.002 of the Texas Tax Code, which are referred to as the **GUIDELINES AND CRITERIA**;

**WHEREAS**, the **GUIDELINES AND CRITERIA** constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY as contemplated by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, and are available from the CITY;

**WHEREAS**, Section 2303.051(a-2) of the Texas Government Code, as added by Texas House Bill 1659, in the 79<sup>th</sup> Legislative Session, requires the Texas Economic Development Bank of the Governor’s Office to annually compile data identifying economically distressed counties within the State of Texas that automatically qualify for designation as enterprise zones under Chapter 2303 of the Texas Government Code;

**WHEREAS**, Section 2303.101(3) of the Texas Government Code, as added by Texas House Bill 1659, in the 79<sup>th</sup> Legislative Session, provides that an area automatically qualifies for designation as a state enterprise zone under Chapter 2303 of the Texas Government Code if the area is an area located within a distressed county;

**WHEREAS**, the Texas Economic Development Bank of the Governor’s Office has designated El Paso County as an economically distressed county within the State of Texas, and thus areas located within El Paso County automatically qualify for designation as an enterprise zone pursuant to Chapter 2303 of the Texas Government Code;

**WHEREAS**, Section 312.2011 of the Texas Tax Code provides that the designation of an area as an enterprise zone under Chapter 2303 of the Texas Government Code constitutes designation of the area as a tax abatement reinvestment zone under chapter 312 of the Texas Tax

Code, without further hearing or other procedural requirements other than those provided by Chapter 2303 of the Texas Government Code;

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**WHEREAS**, Section 312.203 of the Texas Tax Code also provides that a reinvestment zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303 of the Texas Government Code;

**WHEREAS**, APPLICANT is the owner of REAL PROPERTY located at 1851 Resler, El Paso, Texas, 79912, and APPLICANT agrees to construct a facility on such REAL PROPERTY, which is located within the City of El Paso, El Paso County, Texas;

**WHEREAS**, the tax abatement contemplated herein will maintain and enhance the commercial-industrial economic and employment base of the El Paso area thereby benefiting the CITY in accordance with the GUIDELINES AND CRITERIA and the Property Redevelopment and Tax Abatement Act;

**WHEREAS**, the contemplated use and improvement of the REAL PROPERTY and the locating of the taxable situs of the PERSONALTY, as hereinafter defined, in the amounts and for the purposes set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Enterprise Zone in accordance with the purposes for its creation and are in compliance with the GUIDELINES AND CRITERIA adopted by the CITY and all applicable law;

**WHEREAS**, APPLICANT acknowledges and agrees to expend a minimum of Twenty Three Million Dollars (\$23,000,000.00) in total real improvements and new business personal property in constructing, opening and operating a Solutions/Technical Support Facility on the REAL PROPERTY;

**WHEREAS**, this Tax Abatement Agreement was approved by the CITY at a regularly scheduled meeting consistent with Section 312.207(a) of the Texas Tax Code.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

**SECTION 2. DEFINITIONS.**

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

- A. **Agreement.** The word "Agreement" means this Tax Abatement Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

- CITY CLERK DEPT  
07 FEB 28 PM 4:26
- B. **APPLICANT.** The word “APPLICANT” means ADP, Inc., a Delaware Corporation.
  - C. **CITY.** The word “CITY” means the City of El Paso, Texas.
  - D. **Full-Time Employment.** The words “Full-Time Employment” mean a job requiring a minimum of ONE THOUSAND NINE HUNDRED TWENTY (1,920) hours of work averaged over a twelve (12) month period, including allowance for vacation and sick leave, with full company benefits, including company paid health insurance, and employed exclusively and on-site at the REAL PROPERTY in the City of El Paso, Texas.
  - E. **PERSONALTY.** The word “PERSONALTY” means movable, tangible assets and personal property added to the REAL PROPERTY, which do not include money or investments and which were not recorded on the property tax rolls prior to the Effective Date of this Agreement.
  - F. **REAL PROPERTY.** The words “REAL PROPERTY” mean the real property owned by APPLICANT located at 1851 Resler, El Paso, Texas 79912, and as more fully described in **EXHIBIT A**, which is attached hereto and incorporated herein for all purposes. The REAL PROPERTY is the location for APPLICANT’s proposed Solution/Technical Support Facility.
  - G. **Term.** The word “Term”, when used in reference to the term of this Agreement, shall mean a period not exceed eight (8) years from the Effective Date of this Agreement.

**SECTION 3. PROPERTY SUBJECT TO TAX ABATEMENT.**

The APPLICANT has a fee simple interest in the REAL PROPERTY, which is more fully described in **EXHIBIT A**. The REAL PROPERTY is located within El Paso County, which is designated as a distressed county by the Governor’s Texas Economic Development Bank. The APPLICANT shall be responsible for the construction of a Solutions/Technical Support Facility on the REAL PROPERTY. The REAL PROPERTY and PERSONALTY added to the REAL PROPERTY shall be subject to a tax abatement

**SECTION 4. TAX ABATEMENT.**

Subject to the terms and conditions of this Agreement, the APPLICANT’s fulfillment of any and all requirements of the Central Appraisal District and subject to the rights and holders of any outstanding bonds of the CITY, a portion of ad valorem real taxes from the improvements on the REAL PROPERTY and PERSONALTY of the APPLICANT otherwise owed to the CITY shall be abated as follows:

- A. Abatement Period. The tax abatement period in which the APPLICANT is eligible for REAL PROPERTY and PERSONALTY abatement shall be five (5) consecutive years, with the first year of abatement being the first tax year that begins after: (i) the issuance of the Certificate of Occupancy for the REAL PROPERTY; and, (ii) the APPLICANT having met all Full Time Employment job requirements noted for Year 1 in **EXHIBIT B**, which is

attached hereto and incorporated herein for all purposes. Failure of the APPLICANT to receive its Certificate of Occupancy and meet its Year 1 Full Time Employment job requirements within two (2) years of the Effective Date of this Agreement shall result in the immediate termination of this Agreement.

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- B. Abatement Amount. The maximum tax abatement rate for each year during the tax abatement period shall be FIFTY PERCENT (50%) and will apply to the portion of the value of REAL PROPERTY including PERSONALTY that is subject to abatement, as set forth in Section 3 and such qualifications as noted elsewhere in this Agreement. Eligibility for full, 50% abatement shall be contingent on meeting end of year (December 31) total Full Time Employment job requirements as stated in **EXHIBIT B**.

In the event APPLICANT's actual job creation during the abatement period shall fall below the requirements noted within **EXHIBIT B**, but does not fall below seventy-five percent (75%) of such job creation requirements, APPLICANT shall qualify for a pro rata share of the full, 50% abatement.

Said tax abatement shall be based upon the increased value of the REAL PROPERTY over the value in the base year, which is hereby established as 2007, the year in which this Agreement is executed in accordance with the terms of this Agreement and all applicable federal, state, and local laws and regulations.

- C. Subsequent Failure to Meet Abatement Requirements. Failure of the APPLICANT to meet the requirements necessary for abatement in any subsequent year after the abatement period has begun shall not extend the abatement period. Rather, the APPLICANT shall forfeit its eligibility for abatement in any year in which it fails to meet any and all abatement requirements. Although such a failure does not preclude the APPLICANT from meeting subsequent Full Time Employment requirements and receiving abatements for the same, APPLICANT must meet the requirements for those subsequent years and may not rely upon the requirements established for the year in which it failed to meet its requirements.

## **SECTION 5. USE OF THE REAL PROPERTY.**

As consideration for the agreement of CITY contained herein, APPLICANT agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the construction and the commencement of operations of a Solutions/Technical Support Facility on the REAL PROPERTY consistent with the requirements set forth herein. APPLICANT agrees that all construction, repairs and improvements to the REAL PROPERTY will be in accordance with all applicable federal, state, and local laws and regulations. The REAL PROPERTY shall be limited in its use to those uses consistent with the development and operation of a Solutions/Technical Support Facility consistent with the CITY's development goals, which include the encouraging of development or redevelopment of the reinvestment zone.

## **SECTION 6. REQUIREMENTS OF THE APPLICANT.**

- A. APPLICANT agrees that it shall create, staff, and maintain Full-Time Employment positions for the REAL PROPERTY as required by **EXHIBIT B**. APPLICANT further

agrees that it shall maintain these positions as required by **EXHIBIT B** through the full term of the abatement period. APPLICANT shall report to the CITY, on a quarterly basis, its employment level, distributed by wage brackets, and any other pertinent information that would affect the ability of the operation of the REAL PROPERTY. Such reports shall be submitted to the CITY's Economic Development Department, no later than thirty (30) days following the end of each calendar quarter.

- B. In the event the abatement period commences but APPLICANT subsequently discontinues or alters its operations and the minimum number of Full-Time Employment positions is not maintained in accordance with Section 4B and **EXHIBIT B** for a period in excess of one (1) year, this Agreement may be terminated by the CITY and all taxes previously abated pursuant to this Agreement shall be recaptured and paid within sixty (60) days from the date of termination.

## **SECTION 7. DEFAULT, CURE AND DELINQUENT TAXES.**

A. Event of Default.

APPLICANT shall be in default of this Agreement, in the event that APPLICANT either:

- (i) fails to complete construction of the improvements to the REAL PROPERTY in accordance with this Agreement; or
- (ii) fails to create, staff, and maintain Full-Time Employment positions on the REAL PROPERTY in accordance with this Agreement; or
- (iii) breaches any of the terms or conditions of this Agreement.

B. Ability to Cure.

In the event that APPLICANT defaults pursuant to subsections (i), (ii) or (iii) of Section 7A above, the CITY shall give APPLICANT written notice of such default. If APPLICANT has not cured any such default within sixty (60) days, the CITY may terminate this Agreement, and the taxes abated by virtue of this Agreement shall be recaptured and paid within sixty (60) days from the date of such termination.

If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, and APPLICANT fails to commence to cure within such sixty (60) day period or fails to continuously thereafter diligently prosecute the cure of such failure, the CITY may terminate this Agreement, and the taxes abated by virtue of this Agreement shall be recaptured and paid within sixty (60) days from the date of termination.

- C. Delinquent Taxes. Should APPLICANT allow its real or personal property taxes owed the CITY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such taxes, this Agreement shall terminate and so shall the abatement of the taxes for the tax year of the delinquency. Further, the total taxes assessed without abatement for that tax year shall be paid within sixty (60) days from the date of the termination.

**SECTION 8. RIGHT OF ACCESS FOR INSPECTION.**

APPLICANT further agrees that the CITY, its agents and employees, shall have reasonable rights to access the REAL PROPERTY and PERSONALTY to inspect the construction and improvements and other items subject to this Agreement in order to ensure that the construction and improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the construction and improvements, the CITY shall have the continuing right of inspection to ensure that such are thereafter maintained and operated in accordance with this Agreement. All inspections will be made only after giving at least twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and or operations of the APPLICANT. All inspections will be made with one (1) or more representatives of the APPLICANT, and in accordance with its safety standards, if any.

**SECTION 9. ANNUAL CERTIFICATION.**

On or before March 31 of each year, APPLICANT shall provide to CITY's Economic Development Department written certification that APPLICANT is in compliance with each applicable term and condition of this Agreement. Such certification shall be in a form reasonably satisfactory to the CITY, and shall include, at a minimum, information supporting APPLICANT's conclusions that it met (or expects to meet) each condition and requirement to abatement set forth in this Agreement. Any failure of the CITY to request or demand such certification shall not constitute a waiver of such certification or any future certification. Further, it will be the responsibility of APPLICANT to provide the reports as required herein. The CITY is not obligated to request the annual certifications, and will not certify APPLICANT's eligibility to receive any tax abatement without the reports. Failure to provide these required reports in a timely manner shall constitute grounds for termination of this Agreement.

**SECTION 10. CANCELLATION, TERMINATION OR MODIFICATION.**

The CITY and APPLICANT agree that the CITY may cancel, terminate or modify this Agreement if APPLICANT fails to comply with this Agreement.

**SECTION 11. AUTHORIZATION TO SIGN THIS AGREEMENT.**

The City's execution of this Agreement was authorized by Resolution of the City Council at a regularly scheduled City Council meeting authorizing the City Manager to execute the Agreement on behalf of the CITY. Each person signing this Agreement on behalf of the APPLICANT represents and warrants that he or she has the authority to legally bind the APPLICANT to the provisions hereof and that the representations made to the CITY as inducement to enter into this Agreement are still true and correct.

**SECTION 12. NOTICE.**

All notices required by this Agreement shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested, or overnight delivery to the addresses below.

**Notice to APPLICANT:**

Mr. James Benson  
1 ADP Blvd  
Roseland, NJ 07068

CITY CLERK DEPT.  
07 FEB 28 PM 4: 26

**Copy to APPLICANT:**

Mr. Mike Gredlein  
Senior Client Relations Manager  
1720 Peachtree St., NW, Suite 520  
Atlanta, GA 30309

**Notice to CITY:**

City Manager  
City of El Paso  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

**Copy to CITY:**

Economic Development Department  
Director  
2 Civic Center Plaza  
El Paso, Texas 79901

**SECTION 13. MISCELLANEOUS PROVISIONS.**

- A. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefor another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefor in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).
- B. Notwithstanding any provision in this Agreement to the contrary, APPLICANT's and CITY's only liability for breaching any provision of this Agreement shall be the remedies expressly set forth in this Agreement.
- C. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. However, APPLICANT cannot assign this Agreement unless written permission is first granted by the CITY. Any attempt to transfer without the prior written consent of the CITY shall be void and shall constitute an event of default that will result

in the termination of this Agreement and recapture of the taxes abated prior to the attempted transfer.

- D. It is understood and agreed between the parties that the APPLICANT, in performing its obligations hereunder, is acting independently, and the CITY assumes no responsibility or liability in connection therewith to third parties. THE APPLICANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, INCLUDING ATTORNEYS' FEES, OF ANY NATURE WHATSOEVER ARISING OUT OF APPLICANT'S OBLIGATIONS HEREUNDER.
- E. This Agreement shall be construed under the laws of the State of Texas. Venue for any action arising under state law under this Agreement shall be the State District Court of El Paso County, Texas.
- F. A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of El Paso County by the CITY.
- G. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- H. 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.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

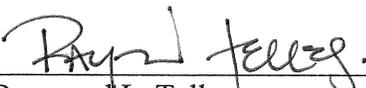
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This Agreement is performable in El Paso County, Texas, to be effective as of the \_\_\_\_\_ of \_\_\_\_\_, 2007 (the "EFFECTIVE DATE").

**CITY OF EL PASO, TEXAS**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Kathryn Dodson, Director  
Economic Development Department

**ADP, INC.**

  
\_\_\_\_\_  
Name: James B Benson  
Title: President  
Date: February 20, 2007

(ACKNOWLEDGMENTS BEGIN ON THE FOLLOWING PAGE)

CITY CLERK DEPT.  
07 FEB 28 PM 4:30

ACKNOWLEDGMENT

STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2007, by **Joyce A. Wilson** as **City Manager** of the **City of El Paso, Texas** (CITY).

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

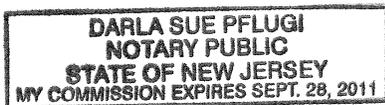
ACKNOWLEDGMENT

STATE OF New Jersey §  
§  
COUNTY OF Essex §

This instrument was acknowledged before me on the 20<sup>th</sup> day of February, 2007, by James B Benson, as President of ADP, Inc., a corporation organized and existing under the laws of the State of Delaware (APPLICANT).

Darla Sue Pflugi  
Notary Public, State of \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



CITY CLERK DEPT.  
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# Exhibit A

Property description: A 15.774-acre portion of Tract 2D, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas

## METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 15.774-acre portion of Tract 2D, Nellie D. Mundy Survey 240, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument at the centerline intersection of Northwestern Drive (90-foot right-of-way, Westport Unit One, Book 63, Page 23, Plat Records, El Paso County, Texas) and Hoover Avenue (70-foot right-of-way, Westport Unit One, Book 63, Page 23, Plat Records, El Paso County, Texas), from which a city monument at the intersection of the centerline of Northwestern Drive and the southerly right-of-way of Woodrow Bean Trans-Mountain Drive bears North 05°58'55" East, a distance of 1761.88 feet; Thence, North 05°58'55" East, along the centerline of Northwestern Drive, a distance of 460.21 feet to the centerline of C.F. Jordan Drive (90-foot right-of-way, Westport Unit Three, Book 64, Page 2, Plat Records, El Paso County, Texas); Thence, South 84°01'05" East, along said centerline, a distance of 595.00 feet to the easterly boundary of Westport Unit Three; Thence, South 03°38'31" West, along said boundary, a distance of 514.76 feet to a 5/8" rebar with cap marked "RPLS 4178" set for the POINT OF BEGINNING of the description;

THENCE, South 84°01'05" East, a distance of 794.00 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, South 05°58'55" West, a distance of 240.37 feet to a chiseled "X" set on the westerly right-of-way of Easler Drive (width varies; January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas);

THENCE, 1015.20 feet along said right-of-way and along the arc of a curve to the left, having a radius of 2065.00 feet, a central angle of 28°10'05", and a chord which bears South 33°09'57" West, a distance of 1005.01 feet to a set chiseled "X";

THENCE, South 19°04'55" West, continuing along said right-of-way, a distance of 15.23 feet to a set chiseled "X";

THENCE, North 65°59'21" West, a distance of 506.82 feet to a 1/2" rebar with cap marked "TX 5152" found on the common boundary between Westport Unit Three and Westport Unit Three Replat A (Book 64, Page 33, Plat Records, El Paso County, Texas);

THENCE, North 24°00'39" East, along the easterly boundary of Westport Unit Three a distance of 169.86 feet to a found 1/2" rebar with cap marked "TX 5152";

THENCE, North 19°30'17" East, a distance of 313.48 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, North 10°29'25" East, continuing along said boundary, a distance of 313.64 feet to a found 1/2" rebar with cap marked "TX 5152";

THENCE, North 05°58'55" East, a distance of 213.36 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 15.774 acres (687,099 square feet) of land more or less.

NOTE: A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.  
Professional Land Surveyors

Robert E. Seipel, R.P.L.S.  
President  
Texas License No. 4178

Job Number 06-0030  
August 31, 2006

EXHIBIT "A"

06-0030.doc

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*Exhibit B*

**Job Requirements & Standards**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Required Number of Total jobs</b>	307 – 677	678 - 827	828 - 927	928 – 1027	=> 1028
<b>Required Number of “Quality Jobs”</b>	245 – 541	542 – 661	662 – 741	742 – 821	=> 822

Note: “Quality Jobs” are jobs that meet or exceed Median County Wage (“MCW”) for any given year and is adjusted to reflected the MCW on January 1<sup>st</sup> of each year. However, in no event shall the applicable MCW be less than the MCW established for 2007, which is \$10.57/hr.

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