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

DEPARTMENT: **Tax Office**

AGENDA DATE: **Introduction 03-22-2011**
Public Hearing 03-29-2011

CONTACT PERSON NAME AND PHONE NUMBER: **Juan Sandoval, 541-4598 / Adrian Duran, 541-4476**

DISTRICT(S) AFFECTED: **Districts 2 and 4**

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

Approve an ordinance authorizing the City Manager to sign a contract of sale and any other necessary documents between the City of El Paso and the El Paso Collaborative for Community and Economic Development which will allow the City to convey (1) Lot 5, Block 98, SUN VALLEY ADDITION, an addition to the City of El Paso, El Paso County, Texas, being more particularly described in Volume 1178, Page 362, Deed Records of El Paso County, Texas; also known and numbered as 5629 Hemmingway Drive, El Paso, Texas, and (2) Lot 2071, Block 85, MOUNTAIN VIEW ADDITION, an Addition to the City of El Paso, El Paso County, Texas, being more particularly described in Volume 2, Page 23, Plat Records of El Paso County, Texas; also known and numbered as 4903 Wichita Circle, El Paso, Texas to the El Paso Collaborative for Community and Economic Development.

This sale is an activity under Project Fresh Start. The purchase price for each respective property is $1,000.00. The El Paso Collaborative for Community and Economic Development is purchasing both of these tax foreclosed properties pursuant to Section 34.051 of the Texas Tax Code and the February 16, 2009 Interlocal Agreement ("Interlocal Agreement") by and among the City and the other taxing units, the City, as Trustee, is authorized to resell tax foreclosed property for less than the market value specified in the judgment for foreclosure or less than the total amount of the judgments against the property provided that property will be used for providing housing for families of low or moderate income and consistent with the City's urban redevelopment plans or affordable housing policies.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The two respective properties are tax foreclosures and have remained unproductive properties, in terms of property taxes collected, and a nuisance to the neighborhoods where they are situated. The El Paso Collaborative for Community and Economic Development proposes to purchase the two properties and redevelop both into affordable single family housing for low to moderate income families. The redevelopment and sale of the properties to eligible homebuyers will return the properties to a productive state and help improve the neighborhoods.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

No, Project Fresh Start is a new Program and these are the first two properties being sold under the Program. The goal is to successfully redevelop the two subject properties and utilize them as a model for future development of tax foreclosed properties.

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?

The purchase of the lots and subsequent reconstruction of the two single family properties will be funded by the El Paso Collaborative for Community and Economic Development.

BOARD / COMMISSION ACTION:
Enter appropriate comments or N/A

The El Paso Housing Finance Corporation Board of Directors, as Administrator of Project Fresh Start for the City of El Paso, approved the El Paso Collaborative for Community and Economic Development's proposal to purchase the two lots and redevelopment into affordable single family housing at their September 8, 2010 Board Meeting.

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY (TAX RESALE) DEED CONVEYING ALL RIGHT, TITLE AND INTEREST IN REAL PROPERTY LOCATED AT 4903 WICHITA CIRCLE, TO EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT, IN ACCORDANCE WITH SECTION 34.051 OF THE TEXAS TAX CODE, INTERLOCAL AGREEMENT BETWEEN THE TAXING UNITS, AND THE CITY'S PROJECT FRESHSTART PROGRAM AS ADMINISTERED BY THE EL PASO HOUSING FINANCE CORPORATION ON BEHALF OF THE CITY.

WHEREAS, by Sheriff's Sale conducted on August 5, 2008, the below described property was struck off to the City of El Paso, (the "City") Trustee, pursuant to a delinquent tax foreclosure decree of the 327th Judicial District Court of El Paso County, Texas in Suit No. 2005TX389, styled City of El Paso vs. Edward J. Jenkins, et al.; and

WHEREAS, in February 2009, the City and the other taxing units entered into an Interlocal Agreement, pursuant to Texas Tax Code Section 34.051, (the "Interlocal Agreement") which permits the City to resell tax foreclosed property for less than the market value specified in the judgment of foreclosure or less than the total amount of the judgments against the property provided the property will be used for a purpose consistent with the City's urban redevelopment plan(s) or affordable housing polic(ies), as applicable, that is primarily aimed at providing housing for families of low or moderate income; and

WHEREAS, El Paso Collaborative for Community and Economic Development desires to acquire the property located at 4903 Wichita Circle, El Paso, Texas, as more specifically described below, and will construct affordable homeownership housing for low to moderate income first-time homebuyer(s) (i.e., have not owned any property as their principal residence in the past three years) in accordance with the Lot Purchase and Development Contract to be executed between the City and El Paso Collaborative for Community and Economic Development; and

WHEREAS, the property described below shall be conveyed subject to affordability covenants in the conveyance deed to enforce a ten (10) year affordability period from the date of initial occupancy by a qualified low to moderate income homebuyers whose gross household income is at or below 80% of the area median income, as established by the U.S. Department of Housing and Urban Development; and

WHEREAS, the sum of ONE THOUSAND and 00/100ths DOLLARS ($1,000.00) has been or will be tendered by EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT of El Paso County, Texas for the purchase of said property pursuant to Section 34.051, Texas Tax Code and the Interlocal Agreement.

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

That the City Manager is hereby authorized to execute: (i) a Special Warranty (Tax Resale)

ORDINANCE NO._____

Deed containing the affordability covenants to enforce the affordable homeownership housing requirements, pursuant to Section 34.051 of the Texas Tax Code, and conveying to **El Paso Collaborative for Community and Economic Development**, all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property; (ii) the Lot Purchase and Development Contract; and (iii) all other necessary documents, in a form approved by the City Attorney's Office, to affect the sale and conveyance of:

Lot 2071, Block 85, MOUNTAIN VIEW ADDITION, an Addition to the City of El Paso, El Paso County, Texas, being more particularly described in Volume 2, Page 23, Plat Records of El Paso County, Texas.

PASSED, APPROVED AND ADOPTED THIS ____day of _____, 20____.

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Juan Sandoval
Tax Assessor-Collector

STATE OF TEXAS)
)
COUNTY OF EL PASO)

LOT PURCHASE AND DEVELOPMENT CONTRACT
City of El Paso Project Fresh Start

This Lot Purchase and Development Contract ("Contract") is entered into this ___ day of _____, 2011, by and between the CITY OF EL PASO, TEXAS (the "City") and EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT ("Purchaser").

RECITALS

WHEREAS, pursuant to Section 34.051 of the Texas Tax Code and the February 16, 2009 Interlocal Agreement ("Interlocal Agreement") by and among the City and the other taxing units, the City, as Trustee, is authorized to resell tax foreclosed property for less than the market value specified in the judgment for foreclosure or less than the total amount of the judgments against the property provided that property will be used for providing housing for families of low or moderate income and consistent with the City's urban redevelopment plans or affordable housing policies; and

WHEREAS, on April 28, 2010, the El Paso Housing Finance Corporation ("EPHFC"), acting as the City's project administrator, issued a Request for Proposals ("RFP") for the City's Project Fresh Start program for the purpose of soliciting proposals from non-profit and for-profit organizations and individuals for the purchase and redevelopment of certain struck-off tax foreclosed properties as affordable single family housing for low to moderate income households; and

WHEREAS, Purchaser responded to the Request for Proposals with a proposal to purchase certain struck-off property identified herein and to construct on the property affordable single family homeownership housing to be conveyed to subsequent purchasers who are a qualified low-to-moderate income first-time homebuyers, as more specifically described herein; and

WHEREAS, the City is willing to accept the above-referenced proposal and to sell and convey the struck-off property to Purchaser, subject to the terms and conditions specified herein below; and

WHEREAS, Purchaser desires to acquire the struck-off property identified herein and has agreed to comply with all terms, conditions, and obligations in this Contract and all documents incorporated by reference herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound by all terms and conditions of this Contract and all incorporated documents, as follows:

ARTICLE I.
GENERAL CONDITIONS OF SALE

1. Incorporation of Solicitation Documents and Purchaser's Proposal.

1.1 Under this Contract, the term "Solicitation Documents" means the various documents produced by EPHFC describing the request for proposal process requirements applicable thereto and the development and construction standards and requirements applicable to the development of the Lot(s), the RFP, including all exhibits and attachments thereto, and the Purchaser's Proposal and any amendments thereto.

1.2 The Solicitation Documents are expressly incorporated in this Contract and made a part of it.

1.3 In the event of a conflict between (i) the body of this Contract and (ii) either the Solicitation Documents, any issued addenda or errata to the Solicitation Documents, or the Purchaser's Proposal, this Contract shall control; and the Request for Proposal and any addenda or errata thereof shall control over the Purchaser's Proposal in the event of any conflict between them.

1.4 Purchaser shall meet and satisfy any standards, requirements, obligations and conditions stated in the Solicitation Documents, whether or not stated in the body of this Contract.

1.5 Where the body of this Contract and the provisions of the Solicitation Documents concern the same or similar requirements, conditions, standards, terms or other matters, they are to be read in conjunction with each other and harmonized to the extent reasonably practicable. Provisions in this Contract are cumulative of and may augment provisions in the Solicitation Documents, and vice-versa.

1.6 "This Contract," unless otherwise apparent from context, shall mean and refer to this Contract including all incorporated documents. "As provided in" or "as described in" a referenced section of a contract document or other references to particular sections made in the body of this Contract or the Solicitation Documents, shall mean as provided or described in the referenced section but shall also include any related or additional requirements that may be stated elsewhere in this Contract including the Solicitation Documents. Unless otherwise apparent in context, a reference to a particular section or sections is for convenience and is not exclusive.

2. Purpose; No Merger with Deed.

2.1 The body of this Contract, together with the incorporated documents, describes the procedures by which, conditions under which, and other terms by which the City have agreed to sell and convey the Lot(s) to Purchaser, and the terms and conditions to which Purchaser has agreed, as consideration in part for the sale and conveyance of the Lot(s) to it.

2.2 This Contract is not merely a contract for sale, but also is intended by the parties to be, and is, a contract defining the post-sale, post-conveyance obligations of Purchaser for the development of the Lot(s) described herein on the Property to be conveyed to and developed by Purchaser as provided herein. As such, the obligations, duties, covenants, commitments, responsibilities, assumptions of risk, representations, warranties, and promises of Purchaser stated in this Contract (collectively, "Purchaser's Obligations"), and the rights and interest of the City stated herein, are intended by the parties to, and will, survive the conveyance of the Property described herein and the issuance of the deed(s) to such Property called for herein. The legal doctrine of merger of contract-for-sale or contract-for-deed with the property deed shall not apply, nor shall that doctrine or any other have the effect of negating or modifying Purchaser's Obligations in any way, or otherwise excusing Purchaser from them, either before or after issuance of any deed concerning the Property or any part thereof, or of negating, modifying, limiting, curtailing or otherwise altering the rights of City.

3. Purchase and Sale.

3.1 Description of Property. Upon and subject to the terms, provisions, and conditions, set forth in this Contract, the City hereby agrees to sell and convey and Purchaser hereby agrees to purchase and accept the following described property located in El Paso County, Texas:

Parcel 1:
Lot 5, Block 98, SUN VALLEY ADDITION, an addition to the City of El Paso, El Paso County, Texas, being more particularly described in Volume 1178, Page 362, Deed Records of El Paso County, Texas; also known and numbered as 5629 Hemmingway Drive, El Paso, Texas; and

Parcel 2:
Lot 2071, Block 85, MOUNTAIN VIEW ADDITION, an Addition to the City of El Paso, El Paso County, Texas, being more particularly described in Volume 2, Page 23, Plat Records of El Paso County, Texas; also known and numbered as 4903 Wichita Circle, El Paso, Texas.

(collectively, the "Property" or "Lot(s)").

All references to the Property shall mean all or any portion of the Lot(s) available for Purchaser's purchase under this Contract, together with all and singular rights and appurtenances pertaining thereto.

3.2 Conveyance of Lands- General. The Lot Purchase Price per Lot shall be ONE THOUSAND AND 00/100THS DOLLARS ($1,000.00), provided, however that conveyance shall be contingent upon: (a) Passage of an Ordinance by the City Council authorizing the sale of the Property and execution of the conveyance documents and related documents; and (b) Purchaser having timely executed this Contract.

3.3 Special Warranty Deed with Restrictions and Covenants. Conveyance of the Property shall be made by special warranty deed(s) and shall contain covenants and restrictions running with the land that embody the affordability covenants required under this Contract. The conveyance and deed(s) shall be subject to any existing easements, deed, or other restrictions, reservations, rights-of-way, dedications and any other encumbrances, whether of record or apparent in fact on the Property. Further, conveyance of this Property will be subject to a restrictive covenant running with the land that Purchaser, its successors or assigns, will not in violation of any applicable laws, discard, place, or store upon such land, any radioactive materials or other hazardous wastes that would or might contaminate or otherwise damage the groundwater supply or resources of the City of El Paso. The deed to be utilized in the conveyance transactions shall be substantially in the form attached hereto as Exhibit "A".

3.4 Affordability Covenants. The deed(s) to Purchaser from the City shall contain and be subject to affordability covenants providing that from the date of recordation of the conveyance deed from Purchaser to the subsequent Qualifying Low-to Moderate-Income Homebuyer(s) of the Lot(s), who shall meet the criteria described herein, the Property must remain the Qualifying Low to Moderate-Income Homebuyer's principal residence for a **TEN (10) year period** (the "affordability period"). For purposes of this Contract, "Qualifying Low-to Moderate-Income Homebuyer" means a person satisfying the requirements set forth in the deed restrictions contained in the City's deed who, as determined by Purchaser through verifiable documentation, is a low-to moderate-income first-time homebuyer having a gross household income that falls at or below 80% of the area median income (AMI), as established annually by the U.S. Department of Housing and Urban Development ("HUD"), and has not owned any property as his/her principal residence within the three years preceding the conveyance.

3.4.1 The affordability covenants shall stipulate that in the event that: (i) the immediate subsequent purchaser of any Lot is not a Qualifying Low to Moderate-Income Homebuyer at the time of conveyance; or (ii) Purchaser fails to construct the improvements to the Property in accordance with the terms and conditions specified herein, the City of El Paso, Consolidated Tax Office on behalf of the City of El Paso, Texas Trustee shall be entitled to and be owed by the Purchaser an amount equal to $14,543.00 (if for Parcel 1) or $11,653.00 (if for Parcel 2), for the affected Lot. Further the affordability covenants will stipulate that following the subsequent conveyance of a Lot to a Qualifying Low-to Moderate-Income Homebuyer, in the event of a voluntary or involuntary sale or transfer of the Lot, or if the Lot ceases to be the Qualifying Low-to Moderate-Income Homebuyer's principal residence during the affordability period, the City of El Paso, Consolidated Tax Office on behalf of the City of El Paso, Texas Trustee shall be entitled to and be owed by the Qualifying Low-to Moderate-Income Homebuyer

or its successor-in-title, as the owner of record, an amount equal to $14,543.00 (if for Parcel 1) or an amount equal to $11,653.00 (if for Parcel 2) less any proportionate reduction at a rate of one-tenth each year following the conveyance to the Qualifying Low-to Moderate-Income Homebuyer. However, if during the affordability period the Lot is voluntarily or involuntarily sold or transferred and the Qualifying Low-to Moderate-Income Homebuyer's Net Proceeds (being the sales price for the Lot minus loan repayment and closing costs) in the transaction are not sufficient to pay the stated amount to the City of El Paso, Texas Trustee, then the payment is not required and the affordability covenant will automatically terminate.

3.4.2 Violation or breach of the affordability covenants shall give the City the right to institute any proceeding at law or in equity to recover any sum due to the City of El Paso, Texas Trustee.

3.5 Right of Redemption. The deed(s) to Purchaser from the City shall be given expressly subject to any existing right of redemption remaining in the former owner of the Property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of the Closing, if such covenants or easements were recorded prior to January 1 of the year of the tax lien(s) against the Property arose.

3.6 Surveys. Purchaser accepts responsibility for conducting its own archeological and environmental surveys of the Property. Mitigation of any conditions on the Property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the Purchaser who shall take the Property subject to all existing conditions. The Purchaser accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the Property.

3.7. Easements. Easements for water and wastewater lines, if not located in public streets, shall be provided at no cost to the City or its Public Service Board.

3.8. Groundwater. All ground water, water rights, or rights to surface water shall be reserved to the City and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record or apparent upon the property. The Purchaser shall not have the right to drill a well and produce therefrom any quantity of groundwater. The deed(s) issued to Purchaser shall expressly reflect this reservation; and all contracts for sale and deeds or other conveyance documents of any kind and given by Purchaser concerning any portions of Property shall also expressly include this reservation and make clear no subsurface interests of any kind are being conveyed.

4. Payment of Lot Purchase Price. The consideration for each Lot purchased shall be Lot Purchase Price, per Lot, plus any additional Closing Costs, and shall be paid in cash to the City at Closing.

5. Conditions to Purchaser's Obligations. The obligations of Purchaser to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the Purchaser, at or prior to Closing.

5.1 Title Insurance. Purchaser at its own expense will order a title commitment (the "Commitment") from the Title Company accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the Purchaser ("Owner's Policy"). Purchaser, at its sole cost and expense, may cause the Commitment to be updated before any scheduled Closing hereunder. It shall be the sole responsibility of Purchaser to satisfy itself that title is acceptable. Purchaser shall obtain and bear the costs of title insurance.

5.2 Title Objections. If after receipt of the original or an updated Commitment, Purchaser determines that the condition of the title set forth in the Commitment is unacceptable to Purchaser in its reasonable business judgment and of which has not previously been approved by Purchaser (or deemed approved by Purchaser failing to timely make objection thereto), Purchaser shall so notify the City in writing specifying such objectionable matters on or before five (5) days after the date Purchaser actually receives a copy of such original or updated Commitment, together with copies of the instruments referenced therein. Following receipt of such notice from the Purchaser, the City may, but is not obligated to, undertake action to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Purchaser. If (a) the City is unable or unwilling to cure the title objection within ten (10) days following Purchaser's written notice thereof or (b) the City gives written notice to Purchaser that it is willing or unable to cure Purchaser's title objection, Purchaser may, as Purchaser's sole and exclusive remedies, either (a) terminate this Contract within five (5) days after expiration of such ten (10) day period or receipt of the City's notice to Purchaser (as the case may be) as to all Lots Purchaser has not acquired (in which case neither party shall have any further obligations hereunder except as otherwise provided herein), (b) maintain this Contract in effect with the obligation to purchase all Lots at the Closing subject to such defects not cured by the City or, (c) maintain this Contract in effect and remove any Lots with uncured and unacceptable defects. If Purchaser fails to notify the City of such election within the prescribed five (5) day period, the Purchaser shall be deemed to have selected alternative (b) immediately above with the effect that Purchaser has waived its right to terminate this Contract.

5.3 Inspection Period. During the inspection period, which will begin upon the Effective Date and terminate fourteen (14) days thereafter ("Inspection Period"), Purchaser shall have the right to physically inspect, and to cause one or more engineers or other representatives of Purchaser to physically inspect, the Property. Purchaser shall make such inspections in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property will be solely Purchaser's expense. The City shall cooperate with Purchaser in all reasonable respects in making such inspections. The

City hereby reserves the right to have a representative present at the time Purchaser conducts any inspection of the Property. Purchaser shall notify the City not less than one (1) business day in advance of making any such inspection. In making any inspection, Purchaser will treat and will cause any representative of Purchaser to treat, all information obtained by Purchaser pursuant to the terms of this Contract as strictly confidential. **PURCHASER AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY AND ALL INJURIES, LOSSES, LIENS, CLAIMS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS) SUSTAINED BY OR THREATENED AGAINST THE CITY WHICH RESULT FROM OR ARISE OUT OF ANY INSPECTIONS BY PURCHASER OR ITS AUTHORIZED REPRESENTATIVES PURSUANT TO THIS PARAGRAPH.** Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Contract or the Closing. In the event Purchaser determines as a result of the foregoing that the condition of the Property is deficient in any respect or for any other reason in Purchaser's sole and absolute discretion, Purchaser may elect to terminate this Contract as to one or more of the Lots by delivering written notice thereof to the City prior to the expiration of the Inspection Period. Failure of Purchaser to timely elect to terminate this Contract shall be deemed a waiver by Purchaser of its right to do so pursuant to this Section 5.3.

6. Closing Schedule. Provided that Purchaser is not in default of this Contract and all terms and conditions of this Contract then due and performable have been fulfilled, the conveyance of the Lot(s) the subject of this Contract (the "Closing") shall take place at the El Paso office of the Title Company selected by the Purchaser on or before (i) thirty (30) days from the Effective Date or (ii) in accordance with a written sale and conveyance closing schedule for the individual Lot(s), submitted by Purchaser and accepted by the City's project manager, which may not exceed ninety (90) days from the Effective Date.

7. Closing Procedures. At Closing, City and Purchaser shall have the following obligations:

7.1 City shall deliver to Purchaser a duly executed and acknowledged special warranty deed conveying to Purchaser the Lots being purchased and any related easements, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions except for (i) ad valorem taxes for the year of Closing, if any, which shall be prorated to the date of Closing, and assumed by Purchaser upon Closing, (ii) the standard printed exceptions contained in the usual form of the Owner's Policy, and (iii) any other exceptions set forth in the Owner's Policy which the Purchaser has approved pursuant to Article I, Section 5 above.

7.2 Purchaser shall pay the total Lot Purchase Price for the Lots then being purchased to City for such Lots and deliver to the Title Company such further instruments as may be reasonably required by City or the Title Company to consummate the purchase of the Lots then being purchased by Purchaser.

7.3 All recording fees arising from the recordation of documents necessary to show good title to the Property in the Purchaser shall be paid by the Purchaser.

7.4 Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the Purchaser.

7.5 Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

7.6 Possession of the property will be transferred to the Purchaser upon closing.

8. City's Obligation. The obligation of the City to perform its obligations herein and to sell Lots to Purchaser pursuant to this Contract is conditioned upon Purchaser having performed all obligations to be performed by it under this Contract in a timely manner and Purchaser not being in default under any term, provision, agreement, covenant or condition contained herein.

8.1 Purchaser's financing. Prior to Closing and as a condition precedent to City's obligation to close, Purchaser shall deliver to the City evidence of funds sufficient to complete Purchaser's obligations hereunder to acquire the Lots, construct the required improvements following conveyance, and sell the Lots to Qualifying Low-to Moderate-Income Homebuyers.

9. Representations of City. The City hereby represents, to the extent allowed by law, to the Purchaser that to the best of its knowledge, as follows:

9.1 Parties in Possession. At the time of closing, other than the Purchaser, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.

9.2 Mechanic's Lien. (i) No action has been taken, suffered or permitted by or on behalf of the City, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; and (ii) no liens or lien claims, choate or inchoate, arising from the City's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the City has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the City.

9.3 Litigation. There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

9.4 Bills Paid. At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the City's trusteeship.

9.5 Compliance Law. All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the City's development of the Property, have been complied with.

9.6 Taxes. While the City held the Property, the Property was exempt from ad valorem taxes.

9.7 Pre-Closing Claims. City agrees that the Purchaser's acceptance of title to the Property under the conveyance documents should not create any liability on the Purchaser's part to third parties that have claims of any kind against the City in connection with the Property. The City hereby expressly disclaims any and all liability to third parties that have any claims against the City or other jurisdictional taxing entities.

9.8 Condition of Property Prior to Closing. Prior to Closing, the City shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the Purchaser.

10. **"AS IS, WHERE IS."** THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE PURCHASER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF PURCHASER AND THE CITY TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

PURCHASER ACKNOWLEDGES THAT IT HAS INDEPENDENTLY INSPECTED AND INVESTIGATED ALL ASPECTS OF THE PROPERTY, THAT IT HAS MADE AND ENTERED INTO THIS CONTRACT AND WILL CLOSE ANY ACQUISITION OF LOTS BASED UPON SUCH INSPECTION AND INVESTIGATION AND ITS

OWN EXAMINATION OF THE CONDITION OF THE PROPERTY, AND THAT THE PROPERTY IS SATISFACTORY FOR PURCHASER'S INTENDED USE THEREOF. CITY AND THE JURISDICTIONAL TAXING ENTITIES ARE HEREBY RELEASED FROM ALL RESPONSIBILITY REGARDING THE VALUATION AND CONDITION OF THE PROPERTY AND PURCHASER IS PURCHASING THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS.

PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE CITY AND PURCHASED BY THE PURCHASER SUBJECT TO THE FOREGOING.

11. **ENVIRONMENTAL MATTERS**. AFTER CLOSING, BETWEEEN THE CITY AND THE PURCHASER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE PURCHASER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE **PURCHASER SHALL HOLD HARMLESS, AND RELEASE THE CITY AND OTHER JURISDICTIONAL TAXING ENTITIES FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY**, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **THE PURCHASER SHALL HOLD HARMLESS AND RELEASE THE CITY AND JURISDICTIONAL TAXING ENTITIES FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE CITY'S OWN NEGLIGLENCE OR THE NEGLIGENCE OF THE CITY'S REPRESENTATIVES. THE PURCHASER HOLDS HARMLESS, AND RELEASES THE CITY AND JURISDICTIONAL TAXING ENTITIES FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE**

PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE CITY IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

IN PARTICULAR, THE PURCHASER ACKNOWLEDGES THAT THERE MAY BE ASBESTOS ON THE PROPERTY AND THAT IT MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN ADDRESSING ANY ASBESTOS.

12. Purchaser Representations and Warranties. Purchaser represents and warrants to the City that: (a) there are no attachments, executions or assignments for the benefit of creditors, generally, or voluntary or involuntary proceedings in bankruptcy or under any other debtor-relief laws pending or threatened against Purchaser; and (b) Purchaser has full right, power and authority to enter into this Contract and, at each Closing, will have the right, power and authority to consummate the transactions contemplated thereby and all required corporate, partnership or other action necessary to authorize Purchaser to enter into and consummate the transaction contemplated herein has been or upon each applicable Closing, will have been taken, and the joinder of no person or entity other than Purchaser will be necessary to execute and deliver such documents and instruments at each applicable Closing and to perform all the obligations of Purchaser hereunder applicable thereto.

13. Default.

13.1 Breach by City. In the event that the City shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the Purchaser's default, or the termination of this Contract in accordance with its terms, the City agrees to absorb the costs the City may have incurred in preparation for the sale of the Property. In the event City fails to meet any obligation imposed on City pursuant to this Contract and such failure to perform or cure shall continue for thirty (30) days following notice in writing from Purchaser, then Purchaser may, as Purchaser's sole and exclusive remedies, either (i) terminate this Contract whereupon Purchaser and City shall be released and relieved of and from any and all further obligations or liabilities under this Contract except for those obligations or liabilities which expressly survive such termination, or (ii) waive such default and continue to close Lots under this Contract with no reduction in Lot Purchase Price.

13.2 Conveyance. In the event the City is unable at any closing to convey title to all of the Lots designated by Purchaser for such Closing in accordance with terms, provisions and conditions of this Contract, Purchaser may, at its option and without penalty to it, elect by written notice delivered to the City to purchase only those Lots which the City can convey as provided herein. In this event, the Closing Date shall be extended for an additional thirty (30) days to allow time to revise the Closing documents.

13.3 No specific performance. Purchaser specifically waives any right to specific performance of this Contract, and agrees that it shall not claim or file any lis pendens against the Property, and any such claim of specific performance, if made, shall be deemed an act of bad faith on the part of Purchaser, entitling the City to recover any and all actual and special damages resulting from such causes as delay and lost profits.

13.4 Breach by Purchaser. In the event that Purchaser shall fail to fully and timely perform any of its obligations under this Contract and such default shall continue for thirty (30) days following notice thereof in writing from the City, then the City may: (i) declare Purchaser's default under this Contract and terminate the Contract only as to the Lots not yet purchased, (ii) enforce specific performance of Purchaser's obligations hereunder, or (iii) pursue other remedies available to the City at law or in equity.

14. Lien Release. The parties acknowledge that the City holds the following municipal lien(s) against Parcel 1:

Clerk's File No. 20070104296, in the Real Property Records of El Paso County, Texas in the amount of $274.06, for the costs related to cleaning the premises of all weeds, trash and debris from the Property.

Clerk's File No. 20070026790, in the Real Property Records of El Paso County, Texas in the amount of $322.07, for the costs related to cleaning the premises of all weeds, trash and debris from the Property.

Clerk's File No. 20060069096, in the Real Property Records of El Paso County, Texas in the amount of $3,174.53, for the costs related to securing the building and cleaning the premises of all weeds, trash and debris from the Property.

The City's lien recorded at Clerk's File No. 20070075482, in the Real Property Records of El Paso County, Texas in the amount of $9,189.36, was released by instrument filed August 30, 2007, recorded at Clerk's File No. 20070083882.

The parties acknowledge that the City holds the following municipal lien(s) against Parcel 2:

Clerk's File No. 20090041204, in the Real Property Records of El Paso County, Texas in the amount of $263.97, for the costs related to cleaning the premises of all weeds, trash and debris from the Property.

Clerk's File No. 20070074416, in the Real Property Records of El Paso County, Texas in the amount of $387.27, for the costs related to cleaning the premises of all weeds, trash and debris from the Property.

Clerk's File No. 20080052730, in the Real Property Records of El Paso County, Texas in the amount of $241.58, for the costs related to cleaning the premises of all weeds, trash and debris from the Property.

Clerk's File No. 20080046289, in the Real Property Records of El Paso County, Texas in the amount of $11,498.65, for the costs related to demolishing the structure and cleaning the premises of all weeds, trash and debris from the Property.

Clerk's File No. 20050072959, in the Real Property Records of El Paso County, Texas in the amount of $464.74, for the costs related to securing the building and cleaning the premises of all weeds, trash and debris from the Property

Clerk's File No. 20040013921, in the Real Property Records of El Paso County, Texas in the amount of $1,245.37, for the costs related to securing the building and cleaning the premises of all weeds, trash and debris from the Property

The parties agree that the municipal liens identified above are financial impediments to redevelopment of the Property for the stated purpose herein. In consideration of the Purchaser's agreement to purchase the Lot(s) and develop and construct affordable housing for sale to Qualifying Low-to Moderate Income Homebuyers, the City agrees to release of the lien(s), including any interest thereon, as part of the Closing for the affected Lot(s).

ARTICLE II.
ADDITIONAL COVENANTS AND POST-CONVEYANCE PROJECT DEVELOPMENT REQUIREMENTS: CONSTRUCTION AND RE-SALE

1. Project Manager. The City designates the Executive Director of EPHFC as the City's project manager and the Purchaser's primary contact during the term of this Contract.

2. Construction of Affordable Single-Family Housing.

2.1 Purchaser warrants, represents, and agrees to construct within twenty-four (24) months from the date of Closing on each Lot, one (1) Residence for subsequent conveyance to a Qualifying Low-to Moderate-Income Homebuyer (the "Project"). Purchaser expressly acknowledges that it will be the Purchaser's obligation to procure funding for completion of the development and construction of the Project. Under this Contract, the term "Residence" means and refers to a detached, single-family dwelling unit and improvements to be constructed on the Lot and as the context may required, includes the Lot upon which it is constructed. The residence shall be the primary structure on the Lot.

2.2 Each Residence shall comply with the development standards and the construction requirements set forth in Exhibit "B" attached hereto, which is incorporated by reference herein. Purchaser represents and warrants to the City that each Residence will be (i) constructed by Purchaser in accordance with the plans and specifications in

Exhibit "B", which have been approved by the City's project manager, in a good and workmanlike manner and in accordance with all applicable laws, rules, regulations imposed by any local, state, or federal agency or instrumentality thereof having jurisdiction over the City or the Purchaser, the Property or any portion to hereof ("Governmental Authority"), and (ii) free from defects in labor or materials for a period of twelve (12) months following the completion thereof. Additionally, as part of the sale of a Residence, the subsequent purchaser shall be provided with a limited homeowner warranty in form and substances in accordance with standard home building practices for comparable properties..

2.3 The City shall be entitled to inspect the Lot(s) at any time during construction and will receive from Purchaser, during construction, bi-weekly (or as otherwise requested by City) updates and certifications on the progress of construction of the Residence(s) in form and substance reasonably satisfactory to the City. If the City believes that any completed work is defective or is not in conformity with the terms of this Contract or the plans and specifications, which determination shall be made in City's reasonable business judgment, then Purchaser shall cause such work to be uncovered and any defective nor non-conforming work shall be rectified promptly by Purchaser at Purchaser's sole cost. City's inspection of the work, failure to inspect or failure to object to any defective or non-conforming work shall not be deemed an approval of same or impose any liability upon the City with respect thereto.

2.4 Prior to commencement of construction, Purchaser shall obtain all necessary permits, licenses, and special privileges that may be required by Governmental Authority.

2.5 Purchaser will cause all construction sites on the Lot(s) (including adjacent streets or alleys) to be kept clean of trash and/or debris. If Purchaser fails to keep such areas clean of trash and/or debris, then the City shall be entitled to remove such trash and/or debris and receive reimbursement from Purchaser on demand of City's actual cost thereof.

2.6 If any on-site sidewalk(s) is/are required to be constructed on a Lot by any applicable plat, ordinance, restriction or other requirements, Purchaser, at its sole cost and expense, agrees to construct, repair or reconstruct such sidewalk(s) prior to the completion of construction of any Residence on the Lot so affected. It is also expressly agreed and understood that Purchaser shall be required to construct and install, at Purchaser's sole cost and expense on Lots owned by Purchaser, all front yard sidewalks and both the front yard sidewalk and the side yard sidewalk on all Lots constituting corner lots.

2.7 Intentionally deleted.

2.8 After Closing and prior to the sale of the Residence to a Qualifying Low-to Moderate-Income Homebuyer, Purchaser shall mow and maintain each of the Lots from the respective Closing Date(s) of such Lot(s) in a neat and orderly manner and keep

such Lot(s) free of all trash and debris. If Purchaser fails to mow and maintain each Lot after the Closing Date for such Lot after such mowing and maintenance is requested by the City, then City may at its option, have the Lot(s) mowed and maintained and Purchaser shall reimburse City for the cost of such mowing and maintenance upon demand by the City. If Purchaser fails to reimburse the City upon demand for such costs, then, in addition to any other remedies available to the City, Purchaser shall pay the amount owed by Purchaser to the City at the Closing of the next Lot.

3. Insurance. Purchaser shall comply with the insurance requirements set forth in Exhibit "C" attached hereto and incorporated by reference herein for all purposes.

4. Purchaser's Contracts. Upon written request by the City, Purchaser shall furnish to the City true and correct copies of all agreements and contracts with other parties to furnish labor, materials or services with respect to the Lot(s) and/or Residence(s).

5. Re-Sale to Qualifying Low-to Moderate-Income Homebuyers. Purchaser represents, warrants, covenants and agrees that the Residence(s) constructed on the Property shall be sold only to Qualifying Low-to Moderate Income Homebuyers.

5.1 Purchaser agrees to verify all income, assets, household characteristics, and any other circumstances that affect income eligibility in accordance with 24 CFR Part 5, the City's selected method of income eligibility determination. Purchaser will be responsible for ensuring that the gross household income for the subsequent purchaser falls at or below 80% of area median income for the City of El Paso, as published by HUD on an annual basis, and that the income data can be independently verified through source documentation, which identifies income sources as defined in Title 24 C.F.R. §92.203(b)(2). Purchaser agrees to submit to the City a copy of the income verification date at least fifteen (15) working days in advance of the proposed closing date of the sale of the Residence to the prospective Qualifying Low to Moderate Income Homebuyer.

5.2 Purchaser will also be responsible for ensuring that the subsequent purchaser has not been the owner of record of any property as his/her principal residence within the three years preceding the conveyance. A signed affidavit from the Qualifying Low to Moderate Income Homebuyer will be deemed to satisfy the requirements of this subsection.

5.3 All residences shall be sold subject to the affordability covenants contained in the City's Deed of the Property and be enforced at the time of the subsequent purchase closing for each of the Residences to the Qualifying Low to Moderate Income Homebuyers. The purchase contract or addendum thereto with survival provision shall stipulate the ten (10) year affordability period encumbrance and the principal residency requirement, in a form substantially similar to the following:

AFFORDABILITY CLAUSE

(a) Buyer acknowledges, understands, and agrees that this property is being sold subject to affordability covenants contained in that certain special warranty deed dated _____, 2011, recorded as Clerk's File No. _____, El Paso County Property Records, El Paso

County, Texas granted by the City of El Paso, Texas to El Paso Collaborative for Community and Economic Development. Said affordability covenants require that the immediate subsequent purchaser maintain the property as his or her principal residence for the **TEN (10)** year period ("affordability period") following conveyance to the purchaser. Buyer agrees that in the event of a voluntary or involuntary sale or transfer of the property or if the property ceases to the immediate subsequent purchaser's principal residence prior to the expiration of the affordability period, the City of El Paso, Consolidated Tax Office on behalf of the City of El Paso, Texas Trustee shall be entitled to and be owed by El Paso Collaborative for Community and Economic Development, Buyer, or its successors in title, an amount equal to $_____, [For Parcel 1 insert: $ 14,543.00; For Parcel 2 insert: $11,653.00] less any proportionate reduction at a rate of one-tenth each year following the conveyance to the Qualifying Low-to Moderate-Income Homebuyer. However, if during the affordability period the property is voluntarily or involuntarily sold or transferred and the Net Proceeds (being the sales price for the property minus loan repayment and closing costs) in the transaction are not sufficient to pay the stated amount to the City of El Paso, Texas Trustee, then the payment is not required and the affordability covenant will automatically terminate.

(b) Buyer agrees that violation or breach of the affordability covenants shall give the City the right to institute any proceeding at law or in equity to recover any sum due to the City. If the City institutes an action to recover any such sum, Buyer agrees to pay all costs of collection, including court costs and reasonable attorney's fees. Buyer agrees to assist and cooperate with the City's effort to annually monitor compliance with the affordability period requirement, to include: completion and return of any annual certification form to verify continued occupancy of the property as his/her principal residence and submission of any requested residency documentation, such as utility bills, tax statements, or other billing statements.

(c) The obligations, duties, covenants, commitments, responsibilities, and promises of Buyer and the rights and interests of the City stated herein will survive the conveyance of the Property described herein and the issuance of the deed to such Property call for herein.

5.4 Purchaser agrees to submit to the City a copy of the purchase contract executed for sale of each Residence at least fifteen (15) working days in advance of the proposed closing date of the sale of such Residence.

5.5 The maximum purchase price of each residence shall not exceed $121,000.00, which is 95% of the median purchase price for the areas as defined by the Single Family Mortgage Limits under Section 203(b) of the National Housing Act (12 U.S.C. 1709(b)) or the HOME 221(d)(3) Limits for the City of El Paso per HUD established guidelines.

5.6 All closing documents (including, without limitation, all HUD-1 settlement or closing statements) to be executed and delivered in connection with the sale by Purchaser of a Residence to a Qualifying Low-to Moderate Income Homebuyer shall be subject to review and approval by the City to ensure conformity by the City of the

terms and conditions of this Contract. Any conveyance of a Residence by a subsequent purchaser without such approval by the City shall be null and void and of no force or effect. Approval of such documents by the City will not constitute (or be deemed to constitute) matter set forth therein, and the City will have no liability to Purchaser or owners as a result of such approval.

6. Release and Indemnity. PURCHASER AGREES TO AND SHALL RELEASE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY PARTIES") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT OR IN CONNECTION WITH THE DEVELOPMENT OF THE LOTS, SALE OF THE RESIDENCE OR OTHERWISE, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY PARTIES' SOLE OR CONCURRENT NEGLIGENCE AND/OR THE SELLER PARTIES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

PURCHASER AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY PARTIES FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT INCLUDING WITHOUT LIMITATION, THOSE CAUSED BY PURCHASER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY THE "INDEMNITOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR ALLEGED CONCURRENT NEGLIGENCE OR ANY OMISSION TO ACT, ANY BREACH OF CONTRACT, OR ANY ACTIONS OF THE INDEMNITOR OUTSIDE THE SCOPE OF THIS CONTRACT ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY PARTIES UNDER TEXAS LAW. THIS INDEMNITY SHALL COVER ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES, AND ALL OTHER RELATED COSTS, INCLUDING AWARDS AND SETTLEMENTS AND ANY INTEREST THEREON.

ARTICLE III.
GENERAL PROVISIONS

1. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Contract to be given to or filed with either party, shall be deemed delivered and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery and (b) three (3) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the parties shall be sent to their addresses set forth below. Either party, by written notice, may change its address to which notices are to be sent. and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

City: Project Manager: El Paso Housing Finance Corporation
Attn: Adrian Duran, Executive Director
2 Civic Center Plaza, 2nd Floor
El Paso, Texas 79901-1196

copy to: Juan Sandoval
City Tax Assessor/Collector
Consolidated Tax Office
2 Civic Center Plaza, 1st Floor
El Paso, Texas 79901-1196

Purchaser: El Paso Collaborative for Community
and Economic Development
Attn: Delia Chavez, Executive Director
1359 Lomaland Drive, Room 516
El Paso, Texas 79935

2. Entire Agreement/Governing Law. This Contract constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Contract, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This Contract shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas and venue shall lie in El Paso County, Texas.

3. Time. Time is of the essence of this Contract and each and every provision hereof. Time is of the essence in all things pertaining to the performance of this Contract.

4. Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

5. Survival of Provisions. The terms contained in this Contract, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the Closing and shall not be merged therein.

6. Binding Effect. This Contract shall be binding upon the parties hereto and their respective successors and assigns. The terms, provisions, warranties, representations, covenants and agreements contained in this Contract shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assign. This Contract shall, however, be for the sole and exclusive benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns and shall not be construed to confer any right upon any third party, unless so expressly stated herein.

7. Compliance. In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.

8. Cooperation. The City and Purchaser will each reasonably cooperate with each other, their employees and agents in a good faith attempt to facilitate the purchase of Lots by Purchaser pursuant to the terms and conditions contained herein. Any consent or approval reasonably requested or required by one party under the terms of this Contract shall not be unreasonably withheld or delayed by the other party hereto, to the extent permitted by federal, state, or local law, rule, or regulation.

9. Headings. Any section or subsection headings used in this Contract are for convenience of reference purposes only and shall not be used in the interpretation of this Contract.

10. Waiver. The failure of Purchaser or City to insist in any one or more instances upon the performance of any of the covenants and/or conditions of this Contract, or to exercise any right, power or privilege herein conferred shall not be construed as a waiver of any such covenant, agreement, condition, right or privilege.

11. Assignability. Except as permitted hereunder, neither party may assign its interest in this Contract without the prior written consent of the other party. Any attempt to assign this Contract without prior written consent of the other party will be of no effect and will be an event of default hereunder.

12. Term. This Contract shall be effective on the Effective Date and shall remain in effect until all Residences have been constructed and conveyed to Qualifying Low-to Moderate Income Homebuyers for use as affordable housing.

13. Effective Date. As used herein, "Effective Date" shall mean the date of the approval of City Council of an Ordinance authorizing the sale of the Property.

[Signatures begin on next page]

The above instrument, together with all conditions thereto is hereby EXECUTED by the City of El Paso, Texas, this _____ day of _____, 2011.

CITY OF EL PASO
A Municipal Corporation

By

_____
Joyce A. Wilson, City Manager

APPROVED AS TO CONTENT:

_____
Juan Sandoval
City Tax Assessor/Collector

APPROVED AS TO FORM:

_____
Marie A. Taylor
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 20___, by Joyce Wilson, City Manager of the City of El Paso.

My Commission Expires:

_____

_____
Notary Public, State of Texas
Notary's name printed:
_____

[Signatures continue on following page]

The above instrument, together with all conditions thereto is hereby EXECUTED by the Purchaser, this 1 day of March, 2011.

PURCHASER:
EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT

Delia Chavez, Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1 day of March, 2011, by Delia Chavez, as Executive Director, of El Paso Collaborative for Community and Economic Development, on behalf of said entity (Purchaser).

My Commission Expires:

3/2/14

Notary Public, State of Texas
Notary's name printed:

JOHANNA GUILLEN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-02-2014

EXHIBIT "A"- FORM DEED (TO BE EXECUTED AT CLOSING)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
}
COUNTY OF EL PASO }

SPECIAL WARRANTY DEED
(Tax Resale- Project Fresh Start)

That **The City of El Paso, Trustee**, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official minutes, hereinafter called Grantor, and pursuant to Section 34.051 of the Texas Tax Code, for and in consideration of the sum of _____ AND _____/100 DOLLARS ($_____) cash in hand paid by

_____
_____
El Paso, Texas 799_____

hereinafter called Grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does convey unto said grantee(s), all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. _____; City of El Paso, Texas, et. al vs. _____**, in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

_____

(the "Property")

RESTRICTIONS, CONDITIONS, AND RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;

2. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities to statutory water rights, including riparian rights;

3. Any and all judgments, liens, or other assessments relating to the property whether shown of record or not;

4. Rights of parties in possession;

5. This conveyance is subject to all easements, rights-of-way, and prescriptive rights for road, ditches and utility lines, whether of record or not, all presently recorded instruments, other than liens and conveyances that affect the property;

6. Standby fees, taxes and assessments by any taxing authority for the calendar year of 20_____ and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, and those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous year, prorated to the date hereof, which Grantee agrees to assume;

7. Property is subject to a restrictive covenant to the effect that any purchaser, its successors or assigns, will not, for a period of at least seventy-five (75) years, discard, place, or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the ground water supply or resources of the Grantor;

8. Claims by the Tigua Indian Tribe of Ysleta del Sur Pueblo, as evidenced by that certain Affidavit concerning filing of notice of Claim to the Ysleta Grant and Aboriginal Title Areas, executed by Julian Granillo, Governor of the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, dated April 12, 1993, filed on April 16, 1993 in Volume 2553, Page 1958, of the Real Property Records, El Paso County, Texas; and

9. Any and all restrictions, reservations, covenants, conditions, easements, and other matters, if any, relating to the Property, whether shown of record or not in the hereinabove mentioned County and State, and to all zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, relating to the hereinabove described Property.

10. _____

[*any other exceptions set forth in the Title Policy*]

11. **AFFORDABILITY COVENANT.**

11.1 Pursuant to Texas Tax Code Section 34.051 and the 2008 Interlocal Agreement, by and among the City and the other taxing units, the City as Trustee is authorized to resell tax foreclosed property for less than the market value specified in the judgment of foreclosure or less than the total amount of the judgments against the property provided the property will be used for a purpose consistent with the City's urban redevelopment plan(s) or affordable housing

polic(ies), as applicable, that is primarily aimed at providing housing for families of low or moderate income. Grantee warrants, represents, and agrees: to construct affordable homeownership housing on the Property in accordance with the terms and conditions contained in the parties' Lot Purchase and Development Contract for the Property; and to convey the Property to a subsequent purchaser who is a qualified low to moderate first time homebuyer that meets the following criteria: a) has a gross household income that falls at or below 80% of the area median income, as established by the U.S. Department of Housing and Urban Development; and b) has not owned any property as his/her principal residence within the three years preceding the conveyance.

11.2. From the date of the recordation of the conveyance deed from Grantee to the subsequent purchaser of the Property, who must meet the criteria described in paragraph 11.1 above, the Property shall remain the subsequent purchaser's principal residence for a period of **ten (10) years** (the "affordability period").

11.3 In the event that: (i) the immediate subsequent purchaser does not meet the criteria described in paragraph 11.1 above at the time of conveyance; or (ii) Grantee fails to construct an affordable single-family residence on the Property within twenty-four (24) months from the recordation date of this instrument, the City of El Paso, Consolidated Tax Office on behalf of the City of El Paso, Texas Trustee shall be entitled to and be owed by the Purchaser an amount equal to $_____.

11.4 In the event of a voluntary or involuntary sale or transfer of the Property, or if the Property ceases to be the immediate subsequent purchaser's principal residence during the affordability period, the City of El Paso, Consolidated Tax Office on behalf of the City of El Paso, Texas Trustee shall be entitled to and be owed by the immediate subsequent purchaser or its successor-in-title, as the owner of record, an amount equal to $_____ less any proportionate reduction at a rate of one-tenth each year following the conveyance to the immediate subsequent purchaser. However, if during the affordability period the Property is voluntarily or involuntarily sold or transferred and the Net Proceeds (being the sales price for the Property minus loan repayment and closing costs) in the transaction are not sufficient to pay the stated amount to the City of El Paso, Texas Trustee, then the payment is not required and this affordability covenant will automatically terminate.

11.5 Violation or breach of the affordability covenants shall give the City the right to institute any proceeding at law or in equity to recover any sum due to the City of El Paso, Texas Trustee.

11. 6 This Section 11 is intended to create and does create a restrictive covenant, and it is the intent of Grantor to convey to Grantee the Grantor's interest subject to this restrictive covenant.

11.7 Any sum payable under this Section 11 shall be made payable to the City of El Paso, Texas Trustee and remitted to the City of El Paso, Consolidated Tax Office, City Tax Assessor/Collector, 2 Civic Center Plaza, 1st Floor, El Paso, Texas 79901, within ten (10) business days of settlement of sale, transfer, lease, or conveyance.

11.8 Upon expiration of the affordability period or satisfaction of all other requirements under this Section 11, the City of El Paso will upon request promptly execute and deliver to the owner of record a release instrument duly executed and in recordable form for filing in the Real Property Records, El Paso County, Texas.

12. Taxes for the present year are to be paid by Grantee(s) herein.

13. This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year of the tax lien(s) arose.

GRANT AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, and warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance, when the claim is by, through, or under the GRANTOR but not otherwise.

The GRANTOR has executed and delivered this Deed, and the GRANTEE by recording this Deed has accepted this Deed and has purchased the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS TO THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE GRANTOR AND THE GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES

OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) PRESENT ZONING AND SURFACE CONDITIONS; AND (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE GRANTOR. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE GRANTOR AND PURCHASED BY THE GRANTEE SUBJECT TO THE FOREGOING.

AFTER CLOSING, BETWEEEN THE GRANTOR AND THE GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING AND ONCE CLOSING HAS OCCURRED, THE GRANTEE HOLDS HARMLESS AND RELEASES THE GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **THE GRANTEE HOLDS HARMLESS AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE GRANTOR'S OWN NEGLIGLENCE OR THE NEGLIGENCE OF THE GRANTOR'S REPRESENTATIVES.** THE GRANTEE HOLDS HARMLESS AND RELEASES THE GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

EXHIBIT "A"- FORM DEED (TO BE EXECUTED AT CLOSING)

When the context of this instrument requires, singular nouns and pronouns will include the plural.

IN TESTIMONY WHEREOF, the City of El Paso, Trustee, has caused these presents to be executed this _____ day of _____, 20_____.

GRANTOR: **THE CITY OF EL PASO, TRUSTEE**

BY:

_____

Joyce Wilson
City Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 20_____, by Joyce Wilson, City Manager, of the CITY OF EL PASO.

My Commission Expires:

_____

_____
Notary Public, State of Texas
Notary's name printed:

_____

ACCEPTANCE

Grantee accepts the terms, covenants, obligations and conditions of this deed.

GRANTEE: EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT

By:_____
DELIA CHAVEZ, EXECUTIVE DIRECTOR

[Acknowledgment on Following Page]

EXHIBIT "A"- FORM DEED (TO BE EXECUTED AT CLOSING)

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 20_____, by Delia Chavez, as Executive Director of El Paso Collaborative For Community and Economic Development, on behalf of said entity (Grantee).

My Commission Expires:

_____

_____
Notary Public, State of Texas
Notary's name printed:
_____

AFTER RECORDING RETURN TO:

_____
_____
_____
El Paso, Texas 799___

PREPARED IN THE LAW OFFICE OF:
City Attorney's Office
City of El Paso
2 Civic Center Plaza, 9th Floor
El Paso, Texas 79901-1196

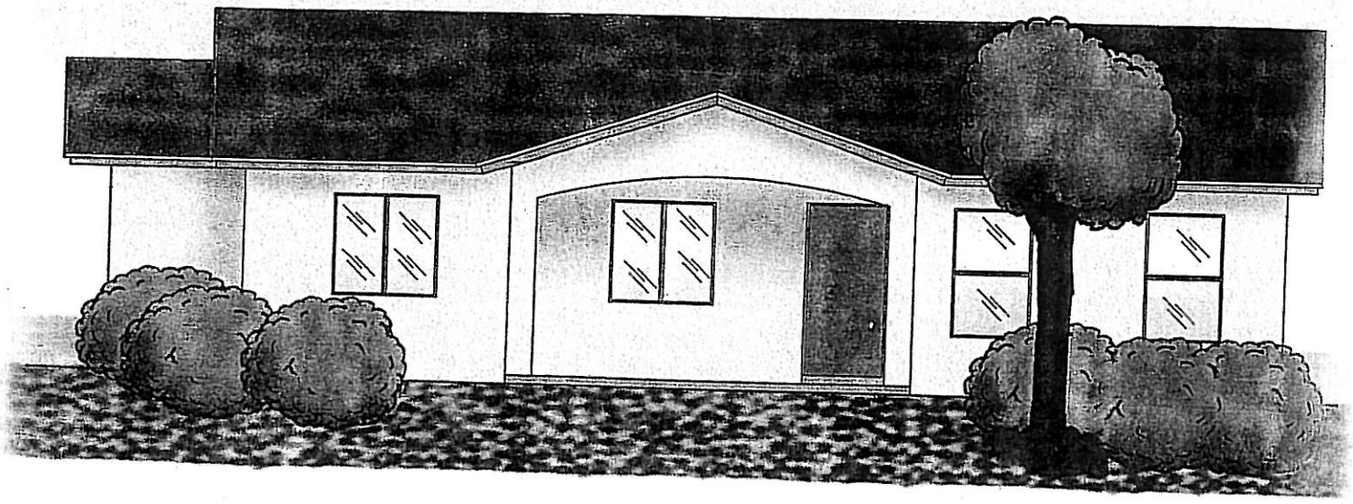
Exhibit "C"
Insurance Requirements

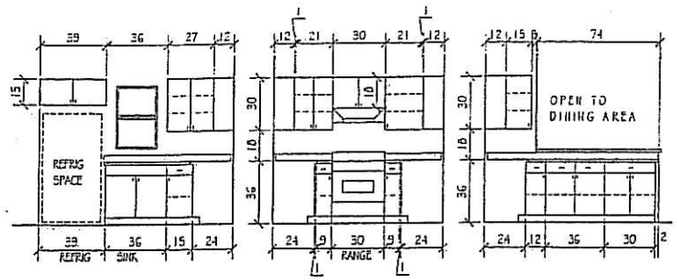
With no intent to limit Purchaser's liability or the indemnification provisions set forth in the Contract, Purchaser shall maintain or cause to be maintained in effect certain insurance coverage which is described in this Exhibit "C". If the insurance is written as "claims made" coverage, then Purchaser's insurance must include a two-year extended coverage period after the last date that Purchaser performs under this Contract.

Minimum Insurance Requirements. The insurance, at a minimum, must include the following coverage and limits of liability:

COVERAGE	**AMOUNT**
(1) Worker's Compensation	Statutory Limits for Workers Compensation
(2) Employer's Liability	Bodily Injury by Accident $500,000 (each accident); Bodily Injury by Disease; $250,000 (policy limit); Bodily Injury by Disease $250,000 (each employee)
(3) Comprehensive General Liability (including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations)	Combined limits of $500,000 per occurrence and $1,000,000 in the aggregate or its equivalent in umbrella or excess liability coverage
(4) Business Automobile Liability (any auto, including employer's non-owned and hired auto coverage)	$1,000,000 combined single limit per occurrence
(5) Property & Casualty Coverage: "All Causes of Loss" Builders Risk Form for building or plant construction on a site.	Full value after construction

CO-1 Plan





KITCHEN CABINET ELEV'S

SCALE : 1/4" = 1'-0"

Accessibility Requirements

Accessible route.
Accessible route must be 36" wide minimum.
Main entrance door must be 36" wide minimum. Threshold no higher than 3/4".
Interior doors must be 2'-10" wide minimum.

Reinforcing in walls for grab bars.
Reinforcing must be placed around the walls of bathtubs and toilets where grab bars could be installed.
This reinforcing must be blocking of 2" x 6" between studs @ 35"o.c. above floor level.

Electrical outlets and switches.
Light and fan switches and thermostat must be installed at 48" maximum height above floor level.
Electrical outlets must be installed at 15" minimum height above floor level.

Energy Efficient Upgrades
Requirements, Materials and Components List

Perimeter Slab Insulation - R-5 insulation value required. Installed all around the slab from the top of the form to the depth of the footing.

Sill plate sealer - Foam strip placed under the bottom plate of all exterior walls.

Caulk the inside of the exterior plate - Use 25 year (of better) caulk to seal the joint between the bottom plate of the slab, and again after the sheetrock is installed to fill gap between the sheetrock and the floor.

Exterior sheating - R-4 or better insulation value required. Use metal straps for wind bracing.

Windows - Vinyl frame windows, double pane, low E-glass. U factor of 0.38 on tt5 and 0.33 on 5ft.

Doors - Use foam filled steel doors with a U-Factor of 0.16 for main entrance door and U-Factor of 0.28 for kitchen door.

Seal around the windows and doors - Fill the gap between the window of doors and the surrounding frame with spray foam, backer rod, insulation, or caulk.

Seal the penetrations - Use foam or caulk to fill all top plate and exterior wall penetrations.

Insulate the hot water pipes - Insulate all hot water pipes in the wall before sheetrock is installed, and above the water heater after it is installed. Use correct size 1/2" wall foam insulation properly secured.

Insulation - R-13 or better on all exterior walls and perimeter of the furnace and water heater closet. R-30 (blown is preferred) in the attic. Fill all gaps and voids, cut out around electrical boxes, wires, and pipes, and be sure insulation is properly attached.

Ventilation ducting in the heated and cooled spaces - Install sheetrock inside the furrdowns before the ducting is installed. Tape and bed or caulk the joints in sheetrock. Use aluminum tape of hardcast to seal duct joints.

Ceiling fan prewire in living room and bedrooms - A ceiling fan is not required, only the prewire.

Furnace AFUE rated at 90% or better. 60,000 BTU.

Water heater efficiency rating of .60 or better.

Gas dryer hookup - Supply gas to laundry area.

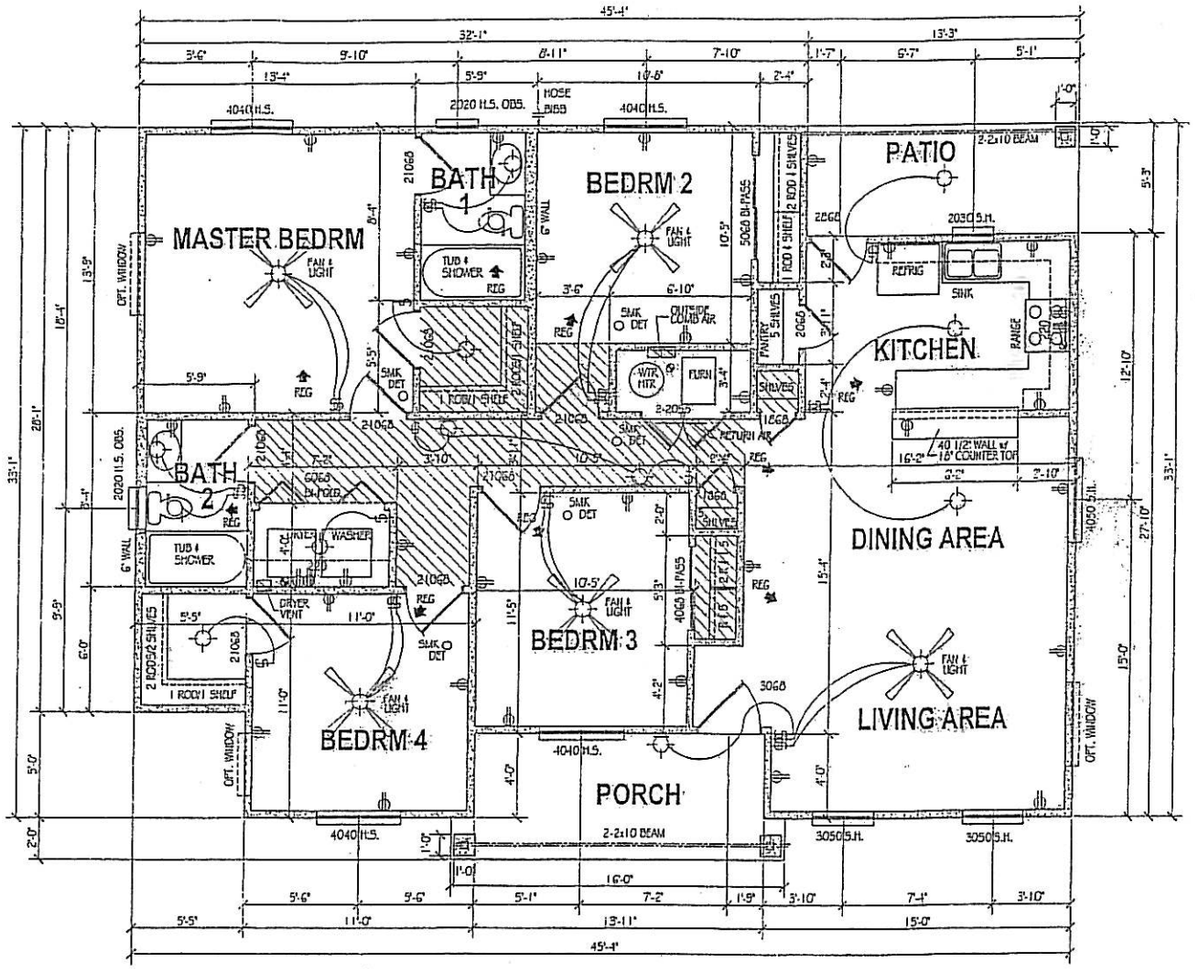
Install programmable thermostat.

Seal the return air plenum - Install sheetrock around the inside of the walls below the furnace closet platform. Tape and bed or caulk the joints.

Fluorescent light fixtures - Install fluorescent light fixtures in the kitchen, and all exterior lights. These can be regular tube type lamps or use fluorescent replacement bulb in a regular fixture.

Low flow plumbing fixtures and 1.6 gallon toilets.

Choose light colored shingles to avoid heat buildup in the attic. Properly vent soffits and ridge.



FLOOR PLAN

SCALE : 1/4" = 1'-0"

HOUSE AREAS

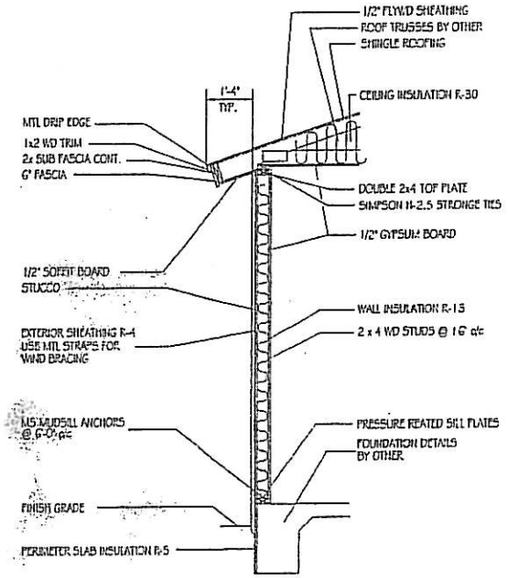
LIVING AREA 1348 SQ. FT.

EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT

DATE: May, 2005

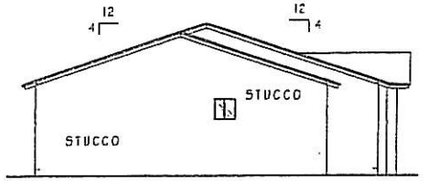
CO-1 PLAN

FILENAME: EPCD - CO 1 Planning



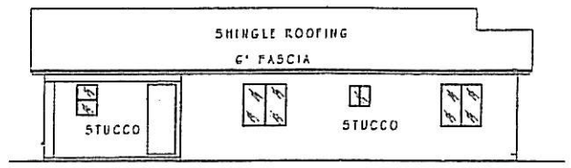
TYPICAL WALL SECTION

SCALE : 1/2" = 1'-0"



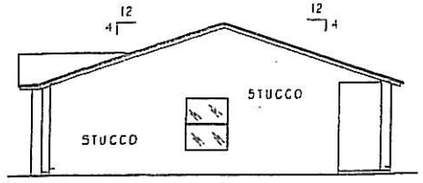
LEFT SIDE ELEVATION

SCALE : 1/8" = 1'-0"



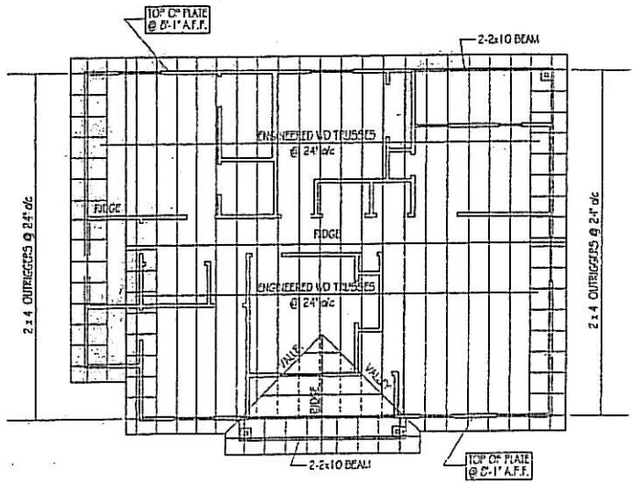
REAR ELEVATION

SCALE : 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE : 1/8" = 1'-0"



ROOF FRAMING PLAN

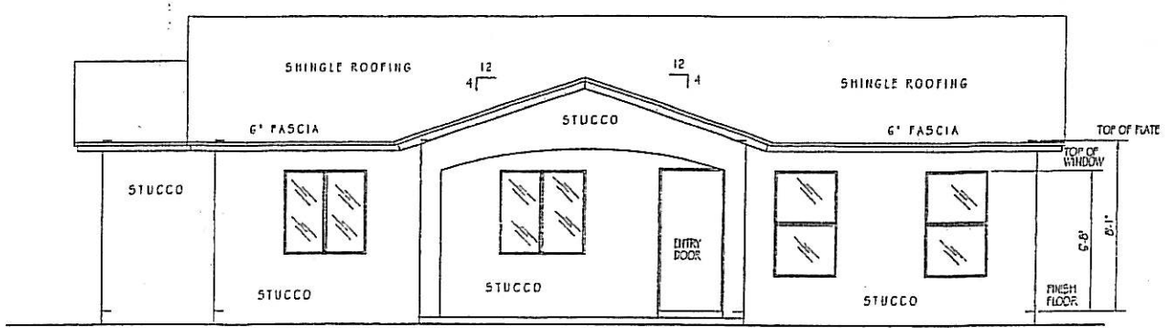
SCALE : 1/8" = 1'-0"

NOTE

ROOF FRAMING TO BE ENGINEERED WOOD TRUSSES @ 24" o/c UNLESS NOTED OTHERWISE

HEADER SCHEDULE

1'-0" TO 2'-6"	=	2-2x6's
3'-0" TO 4'-6"	=	2-2x8's
5'-0" TO 6'-6"	=	2-2x10's
7'-0" TO 9'-6"	=	2-2x12's



FRONT ELEVATION

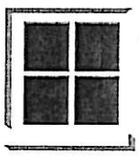
SCALE : 1/4" = 1'-0"

EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT

DATE: May 2005

CO-1 PLAN

FILENAME: EPCD - CO 1 Plan.dwg



EL PASO COLLABORATIVE
for
Community and Economic Development

Accessibility Requirements

Accessible route.
Accessible route must be 36" wide minimum.
Main entrance door must be 36" wide minimum. Threshold no higher than 3/4 ".
Interior doors must be 2'- 10"wide minimum.

Reinforcing in walls for grab bars.
Reinforcing must be placed around the walls of bathtubs and toilets where grab bars can be installed.
This reinforcing must be blocking of 2" x 8" between studs @ 35" o.c. above floor level.

Electrical outlets and switches.
Light and fan switches and thermostat must be installed at 48" maximum height above floor level.
Electrical out lets must be installed at 15" minimum height above floor level.

Energy Efficient Upgrades
Requirements, Materials and Components List

Perimeter Slab Insulation- R-5 insulation value required. Installed all around the slab from the top of the form to the depth of the footing.

Sill plate sealer- Foam strip placed under the bottom plate of all exterior walls.

Caulk the inside of the inside of the exterior plate- Use 25 year (of better) caulk to seal the joint between the bottom plate of the slab, and again after the sheetrock is installed to fill gap between the sheetrock and the floor.

Exterior sheating- R-4 or better insulation value required. Use metal straps for wind bracing.

Windows- Vinyl frame windows, double pane, low E-glass. U factor of 0.38 on HS and 0.33 on HS.

Doors- Use foam filled steel doors with a U-factor of 0.16 for main entrance and U-factor of 0.28 for kitchen door.

Seal around the windows and doors- fill the gap between the window of doors and the surrounding frame with spray foam, backer rod, insulation, or caulk.

Seal the penetrations- Use foam or caulk to fill all top plate and exterior wall penetrations.

Insulate the hot water pipes in the wall before sheetrock is installed, and above the water heater closet. R-30 (blown is preferred) in the attic. Fill all gaps and voids, cut out around electrical boxes, wires, and pipes, and be sure insulation is properly attached.

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Gas dryer hookup- Supply gas to laundry area.

Install programmable thermostat.

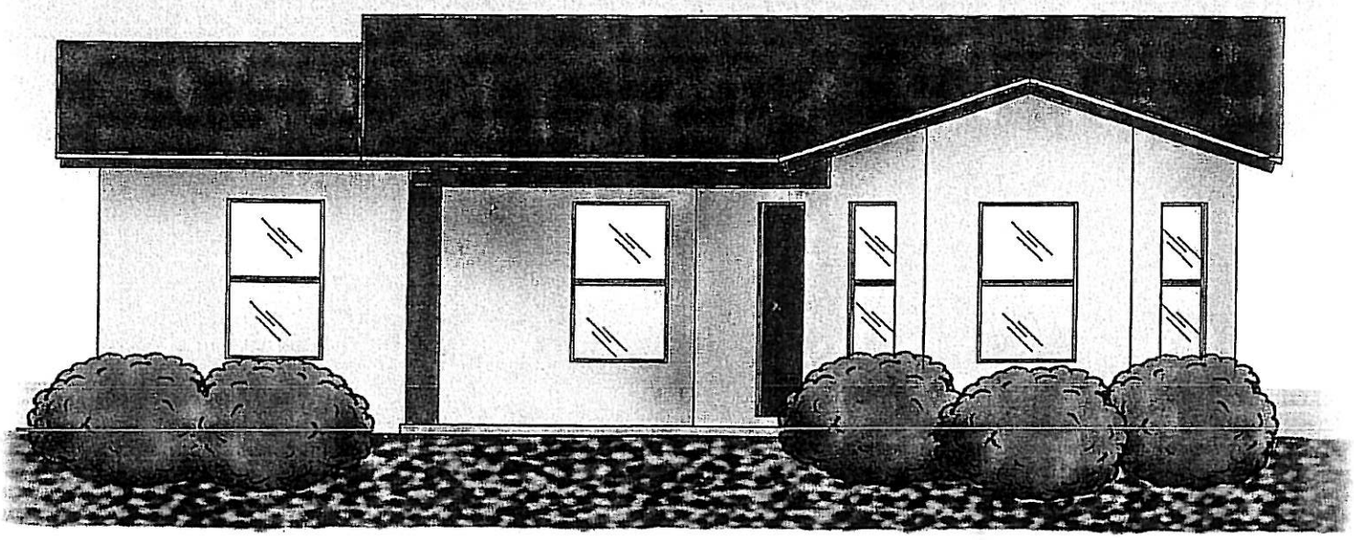
Seal the return air plenum- Install sheetrock around the inside of the walls below the furnace closet platform. Tape and bed or caulk the joints.

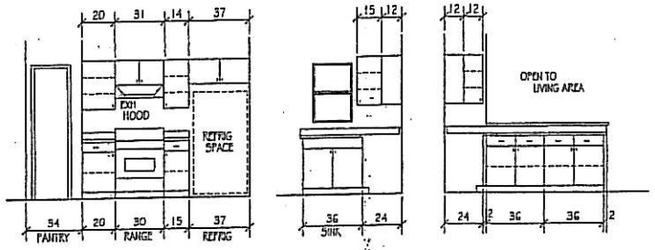
Fluorescent light fixtures- Install fluorescent light fixtures in the kitchen, and all exterior lights. These can be regular tube type lamps or use fluorescent replacement bulb in a regular fixture.

Low flow plumbing fixtures and 1.6 gallon toilets.

Choose light colored shingles to avoid heat buildup in the attic. Property vent soffits and ridge.

CO-2 Plan





KITCHEN CABINET ELEVATIONS

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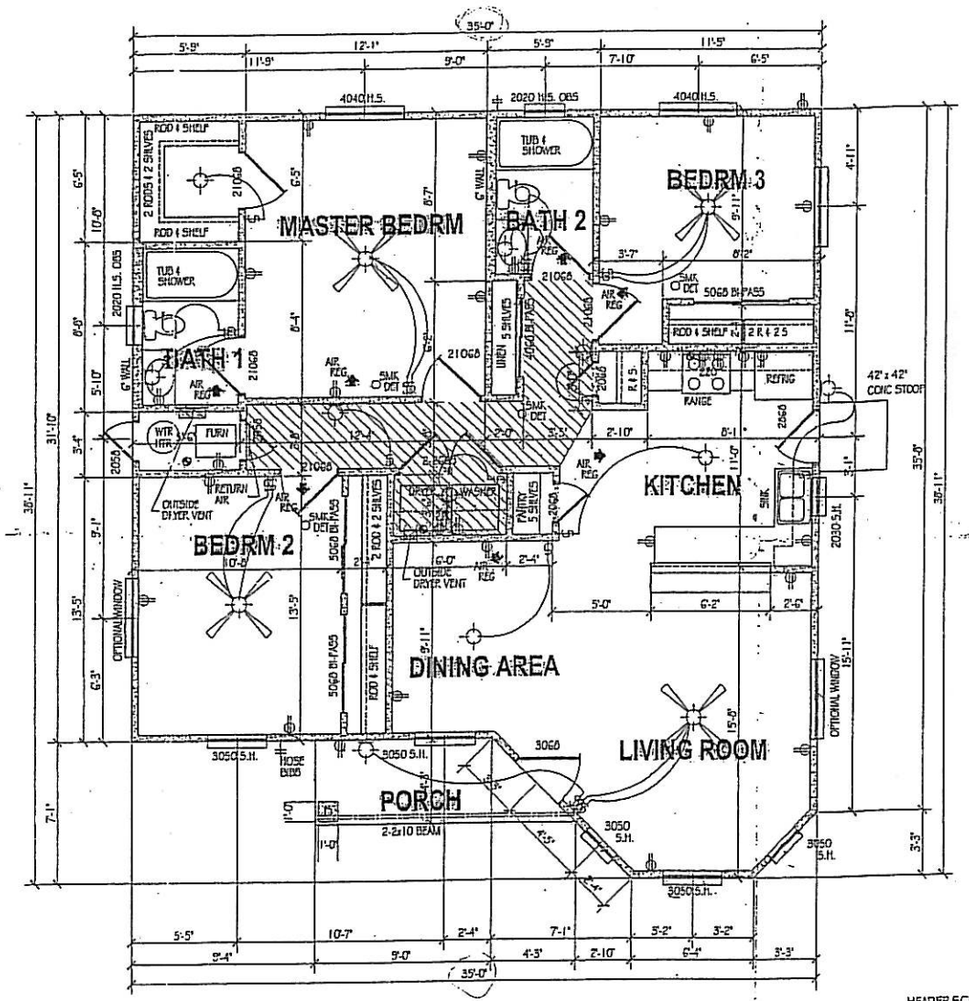


FRONT ELEVATION

SCALE : 1/4" = 1'-0"

HEADER SCHEDULE

1'-0" TO 2'-8" = 2-2x6's
3'-0" TO 4'-8" = 2-2x8's
5'-0" TO 6'-8" = 2-2x10's
7'-0" TO 9'-6" = 2-2x12's

HOUSE AREAS

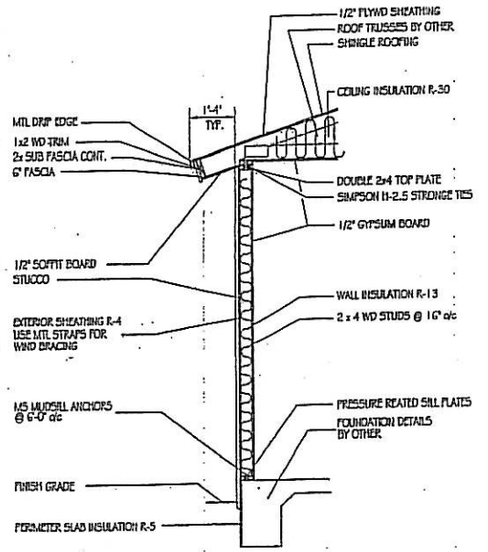
LIVING AREA 1202 SQ. FT.

EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT

DATE: June 2005

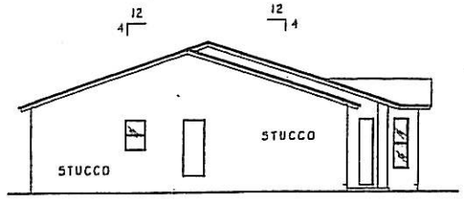
CO-2 PLAN

FILENAME: EPCAD - CO-2 Plan.dwg



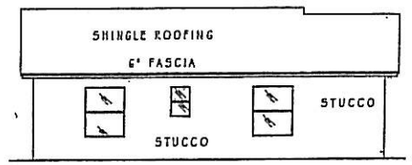
TYPICAL WALL SECTION

SCALE : 1/2" = 1'-0"



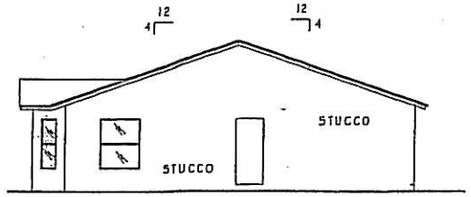
LEFT SIDE ELEVATION

SCALE : 1/8" = 1'-0"



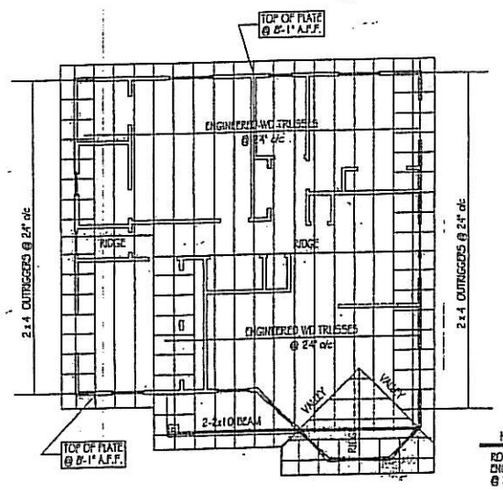
REAR ELEVATION

SCALE : 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE : 1/8" = 1'-0"

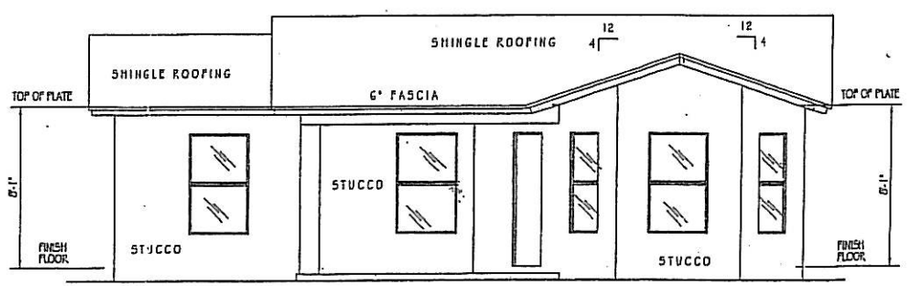


NOTE

ROOF FRAMING TO BE ENGINEERED WOOD TRUSSES @ 24" o/c UNLESS NOTED OTHERWISE

ROOF FRAMING PLAN

SCALE : 1/8" = 1'-0"



FRONT ELEVATION

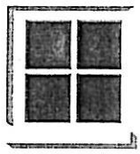
SCALE : 1/4" = 1'-0"

EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT

DATE: June 2005

C.O.-2 PLAN

FILENAME: EPC&D - CO-2 Plan.dwg



EL PASO COLLABORATIVE
for
Community and Economic Development

Accessibility Requirements

Accessible route.
Accessible route must be 36" wide minimum.
Main entrance door must be 36" wide minimum. Threshold no higher than 3/4 ".
Interior doors must be 2'- 10"wide minimum.

Reinforcing in walls for grab bars.
Reinforcing must be placed around the walls of bathtubs and toilets where grab bars can be installed.
This reinforcing must be blocking of 2" x 8" between studs @ 35" o.c. above floor level.

Electrical outlets and switches.
Light and fan switches and thermostat must be installed at 48" maximum height above floor level.
Electrical out lets must be installed at 15" minimum height above floor level.

Energy Efficient Upgrades
Requirements, Materials and Components List

Perimeter Slab Insulation- R-5 insulation value required. Installed all around the slab from the top of the form to the depth of the footing.

Sill plate sealer- Foam strip placed under the bottom plate of all exterior walls.

Caulk the inside of the inside of the exterior plate- Use 25 year (of better) caulk to seal the joint between the bottom plate of the slab, and again after the sheetrock is installed to fill gap between the sheetrock and the floor.

Exterior sheating- R-4 or better insulation value required. Use metal straps for wind bracing.

Windows- Vinyl frame windows, double pane, low E-glass. U factor of 0.38 on HS and 0.33 on HS.

Doors- Use foam filled steel doors with a U-factor of 0.16 for main entrance and U-factor of 0.28 for kitchen door.

Seal around the windows and doors- fill the gap between the window of doors and the surrounding frame with spray foam, backer rod, insulation, or caulk.

Seal the penetrations- Use foam or caulk to fill all top plate and exterior wall penetrations.

Insulate the hot water pipes in the wall before sheetrock is installed, and above the water heater closet. R-30 (blown is preferred) in the attic. Fill all gaps and voids, cut out around electrical boxes, wires, and pipes, and be sure insulation is properly attached.

Ventilation ducting in the heated and cooled spaces- Installed sheetrock inside the furrdowns before the ducting is installed. Tape and bed or caulk the joints in sheetrock. Use aluminum tape of hardcast to seal duct joints.

Ceiling fan prewire in living room and bedrooms- A ceiling fan is not required, only the prewire.

Furnace AFUE rated at 90% or better. 60,000 BTU.

Water heater efficiency rating of .60 or better.

Gas dryer hookup- Supply gas to laundry area.

Install programmable thermostat.

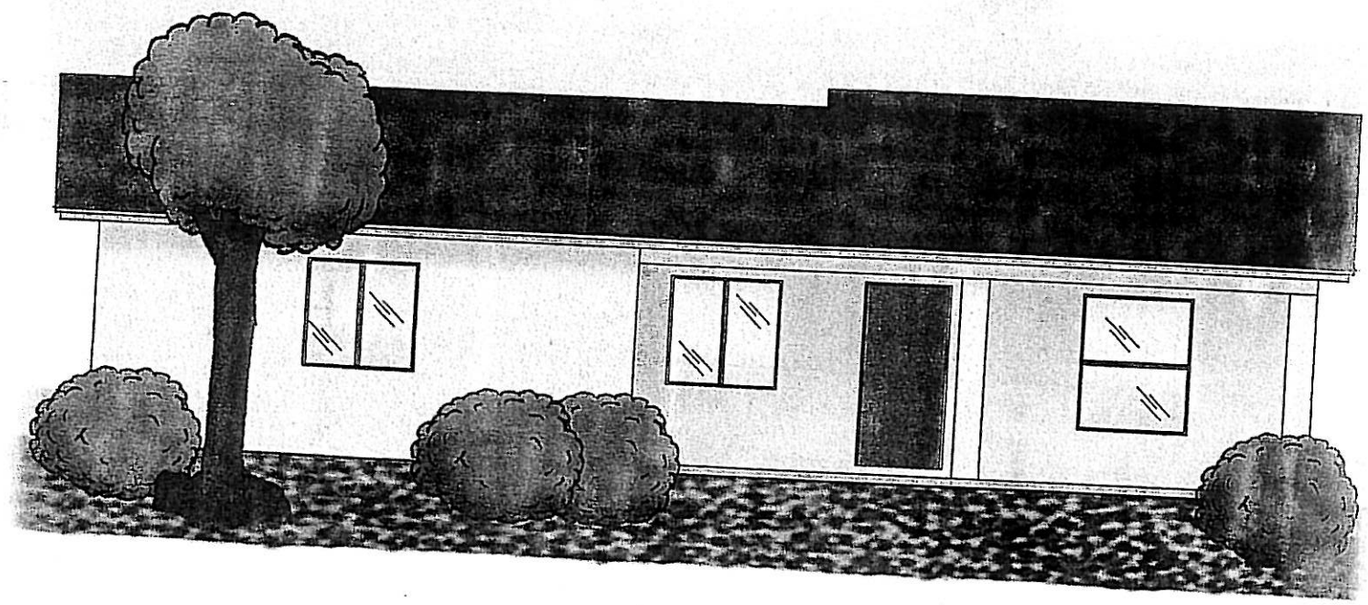
Seal the return air plenum- Install sheetrock around the inside of the walls below the furnace closet platform. Tape and bed or caulk the joints.

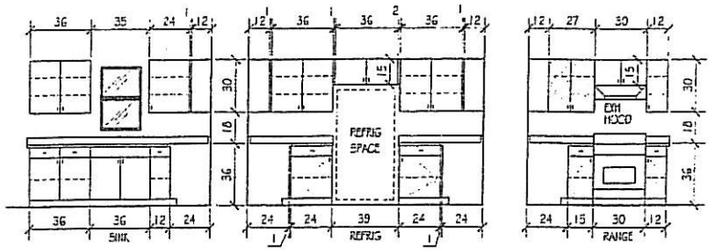
Fluorescent light fixtures- Install fluorescent light fixtures in the kitchen, and all exterior lights. These can be regular tube type lamps or use fluorescent replacement bulb in a regular fixture.

Low flow plumbing fixtures and 1.6 gallon toilets.

Choose light colored shingles to avoid heat buildup in the attic. Property vent soffits and ridge.

CO-3 Plan





KITCHEN CABINET ELEVATIONS

SCALE : 1/4" = 1'-0"

Accessibility Requirements

Accessible route.
Accessible route must be 36" wide minimum.
Main entrance door must be 36" wide minimum. Threshold no higher than 3/4".
Interior doors must be 2'-10" wide minimum.

Reinforcing in walls for grab bars.
Reinforcing must be placed around the walls of bathtubs and toilets where grab bars could be installed.
This reinforcing must be blocking of 2" x 8" between studs @ 35"o.c. above floor level.

Electrical outlets and switches.
Light and fan switches and thermostat must be installed at 48" maximum height above floor level.
Electrical outlets must be installed at 15" minimum height above floor level.

Energy Efficient Upgrades
Requirements, Materials and Components list

Perimeter Slab Insulation - R-5 insulation value required. Installed all around the slab from the top of the form to the depth of the footing.

Sill plate sealer - Foam strip placed under the bottom plate of all exterior walls.

Caulk the inside of the exterior plate - Use 25 year (or better) caulk to seal the joint between the bottom plate of the slab, and again after the sheetrock is installed to fill gap between the sheetrock and the floor.

Exterior sheating - R-4 or better insulation value required. Use metal straps for wind bracing.

Windows - Vinyl frame wood mix, double pane, low E-glass. U factor of 0.38 on N/S and 0.33 on S/H.

Doors - Use foam filled steel doors with a U-Factor of 0.16 for main entrance door and U-Factor of 0.28 for kitchen door.

Seal around the windows and doors - Fill the gap between the window of doors and the surrounding frame with spray foam, backer rod, insulation, or caulk.

Seal the penetrations - Use foam or caulk to fill all top plate and exterior wall penetrations.

Insulate the hot water pipes - Insulate all hot water pipes in the wall before sheetrock is installed, and above the water heater after it is installed. Use correct size 1/2" wall foam insulation properly secured.

Insulation - R-13 or better on all exterior walls and perimeter of the furnace and water heater closet. R-30 (blown is preferred) in the attic. Fill all gaps and voids, cut out around electrical boxes, vents, and pipes, and be sure insulation is properly attached.

Ventilation ductwork in the heated and cooled spaces - Install sheetrock inside the ductwork before the ducting is installed. Tape and bed or caulk the joints in sheetrock. Use aluminum tape on ductwork to seal duct joints.

Ceiling fan prewire in living room and bedrooms - A ceiling fan is not required, only the prewire.

Furnace AFUE rated at 80% or better. 60,000 BTU.

Water heater efficiency rating of .60 or better.

Gas dryer hookup - Supply gas to laundry area.

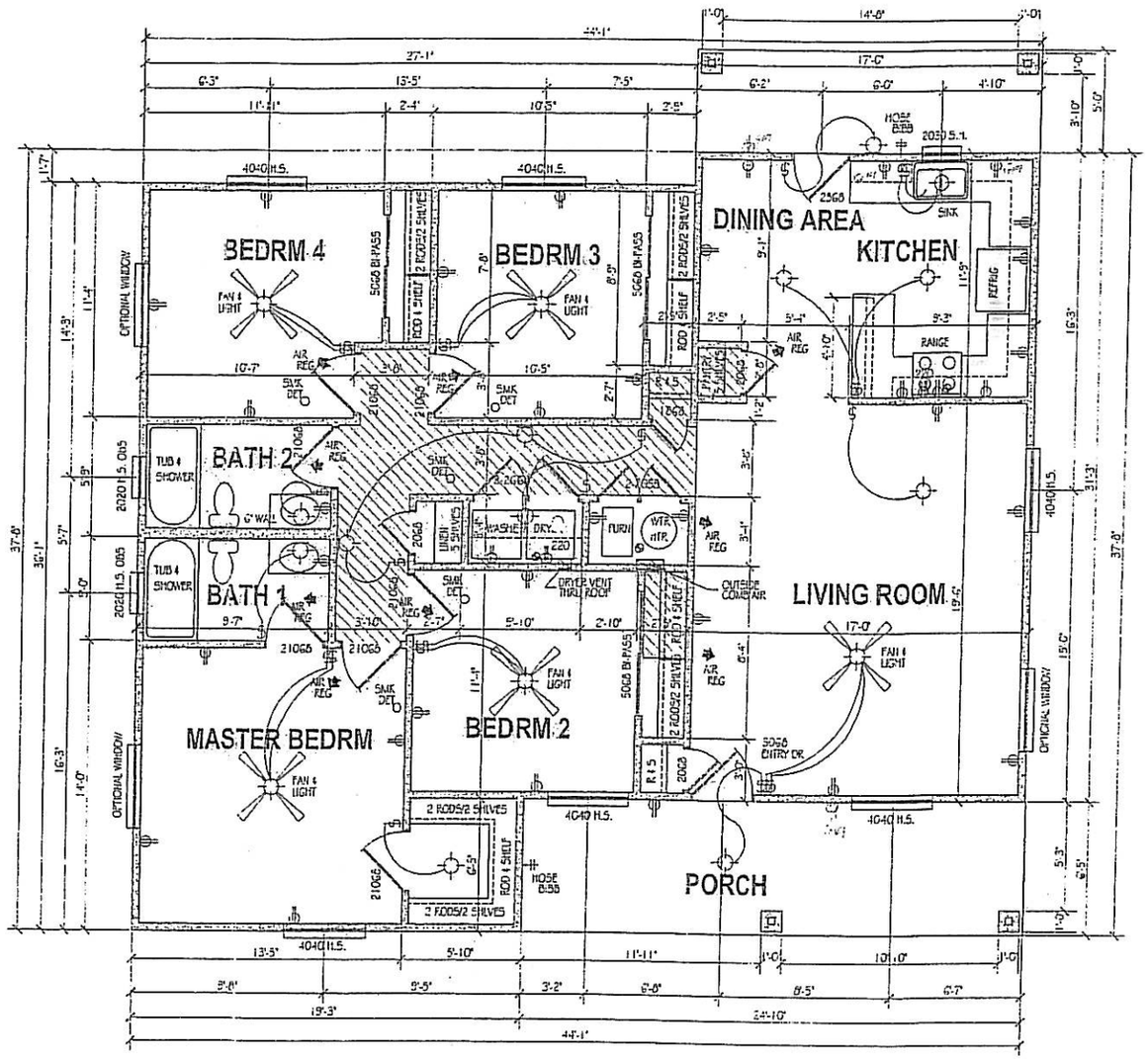
Install programmable thermostat.

Seal the return air plenum - Install sheetrock around the inside of the walls below the furnace closet platform. Tape and bed or caulk the joints.

Fluorescent light fixtures - Install fluorescent light fixtures in the kitchen, and all exterior lights. These can be regular tube type lamps or use fluorescent replacement bulb in a regular fixture.

Low flow plumbing fixtures and 1.6 gallon toilets.

Choose light colored shingles to avoid heat buildup in the attic. Properly vent soffits and ridge.



FLOOR PLAN

SCALE : 1/4" = 1'-0"

HOUSE AREA

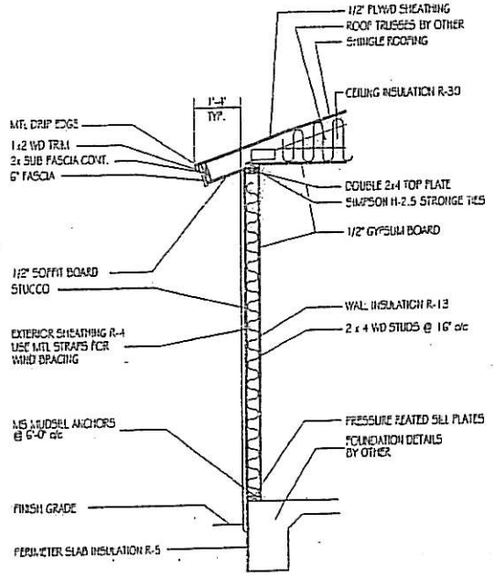
LIVING AREA 1458 SQ. FT.

EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT

DATE: June 2005

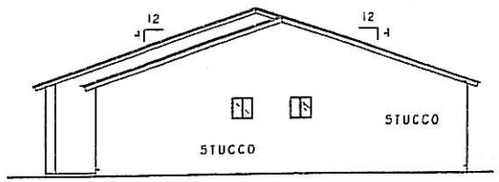
CO-3 PLAN

FRAME: EPCAD - CO-3 Plan.dwg



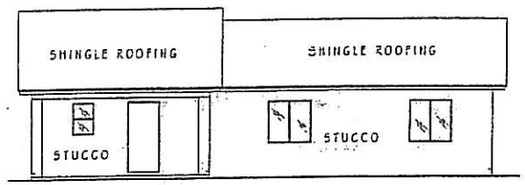
TYPICAL WALL SECTION

SCALE : 1/2" = 1'-0"



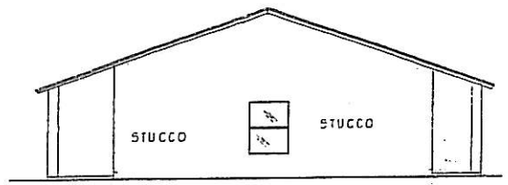
LEFT SIDE ELEVATION

SCALE : 1/8" = 1'-0"



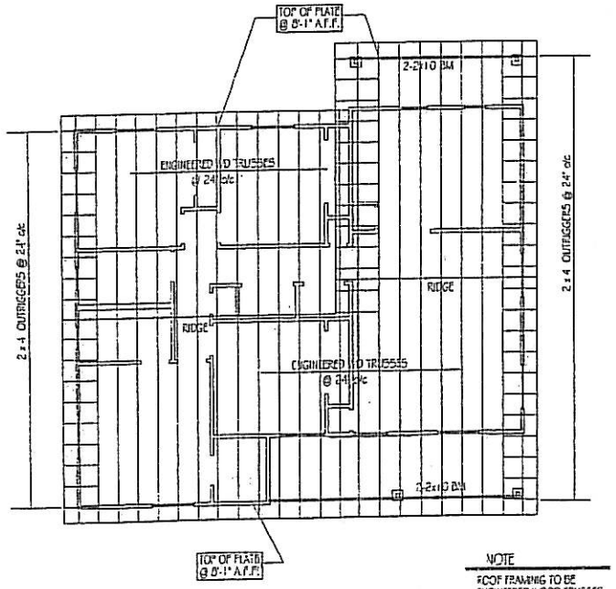
REAR ELEVATION

SCALE : 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE : 1/8" = 1'-0"



ROOF FRAMING PLAN

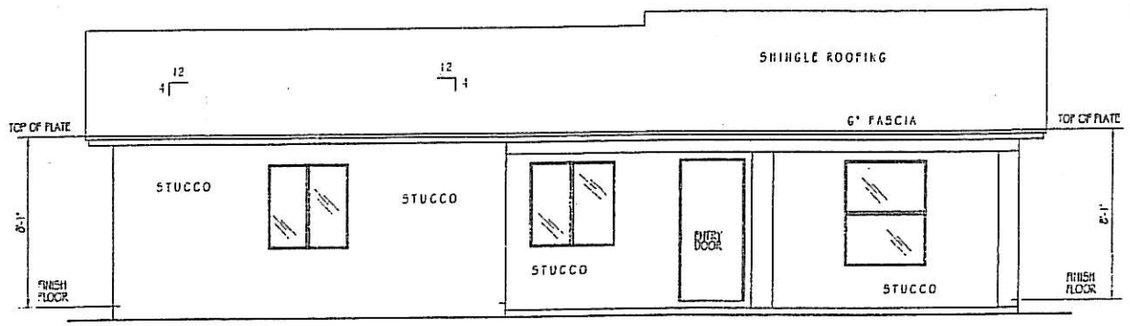
SCALE : 1/8" = 1'-0"

NOTE

ROOF FRAMING TO BE ENGINEERED WOOD TRUSSES @ 24" o/c UNLESS NOTED OTHERWISE

HEADER SCHEDULE

1'-0" TO 2'-6"	=	2-2x6's
3'-0" TO 4'-6"	=	2-2x8's
5'-0" TO 6'-6"	=	2-2x10's
7'-0" TO 9'-6"	=	2-2x12's



FRONT ELEVATION

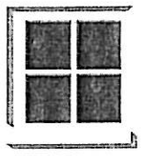
SCALE : 1/4" = 1'-0"

EL PASO COLLABORATIVE FOR
COMMUNITY AND ECONOMIC DEVELOPMENT

DATE: June 2005

CO-3
PLAN

FILENAME: EPCED - CO-3 Plan.dwg



EL PASO COLLABORATIVE
for
Community and Economic Development

Accessibility Requirements

Accessible route.
Accessible route must be 36" wide minimum.
Main entrance door must be 36" wide minimum. Threshold no higher than 3/4 ".
Interior doors must be 2'- 10"wide minimum.

Reinforcing in walls for grab bars.
Reinforcing must be placed around the walls of bathtubs and toilets where grab bars can be installed.
This reinforcing must be blocking of 2" x 8" between studs @ 35" o.c. above floor level.

Electrical outlets and switches.
Light and fan switches and thermostat must be installed at 48" maximum height above floor level.
Electrical out lets must be installed at 15" minimum height above floor level.

Energy Efficient Upgrades
Requirements, Materials and Components List

Perimeter Slab Insulation- R-5 insulation value required. Installed all around the slab from the top of the form to the depth of the footing.

Sill plate sealer- Foam strip placed under the bottom plate of all exterior walls.

Caulk the inside of the inside of the exterior plate- Use 25 year (of better) caulk to seal the joint between the bottom plate of the slab, and again after the sheetrock is installed to fill gap between the sheetrock and the floor.

Exterior sheating- R-4 or better insulation value required. Use metal straps for wind bracing.

Windows- Vinyl frame windows, double pane, low E-glass. U factor of 0.38 on HS and 0.33 on HS.

Doors- Use foam filled steel doors with a U-factor of 0.16 for main entrance and U-factor of 0.28 for kitchen door.

Seal around the windows and doors- fill the gap between the window of doors and the surrounding frame with spray foam, backer rod, insulation, or caulk.

Seal the penetrations- Use foam or caulk to fill all top plate and exterior wall penetrations.

Insulate the hot water pipes in the wall before sheetrock is installed, and above the water heater closet. R-30 (blown is preferred) in the attic. Fill all gaps and voids, cut out around electrical boxes, wires, and pipes, and be sure insulation is properly attached.

Ventilation ducting in the heated and cooled spaces- Installed sheetrock inside the furrdowns before the ducting is installed. Tape and bed or caulk the joints in sheetrock. Use aluminum tape of hardcast to seal duct joints.

Ceiling fan prewire in living room and bedrooms- A ceiling fan is not required, only the prewire.

Furnace AFUE rated at 90% or better. 60,000 BTU.

Water heater efficiency rating of .60 or better.

Gas dryer hookup- Supply gas to laundry area.

Install programmable thermostat.

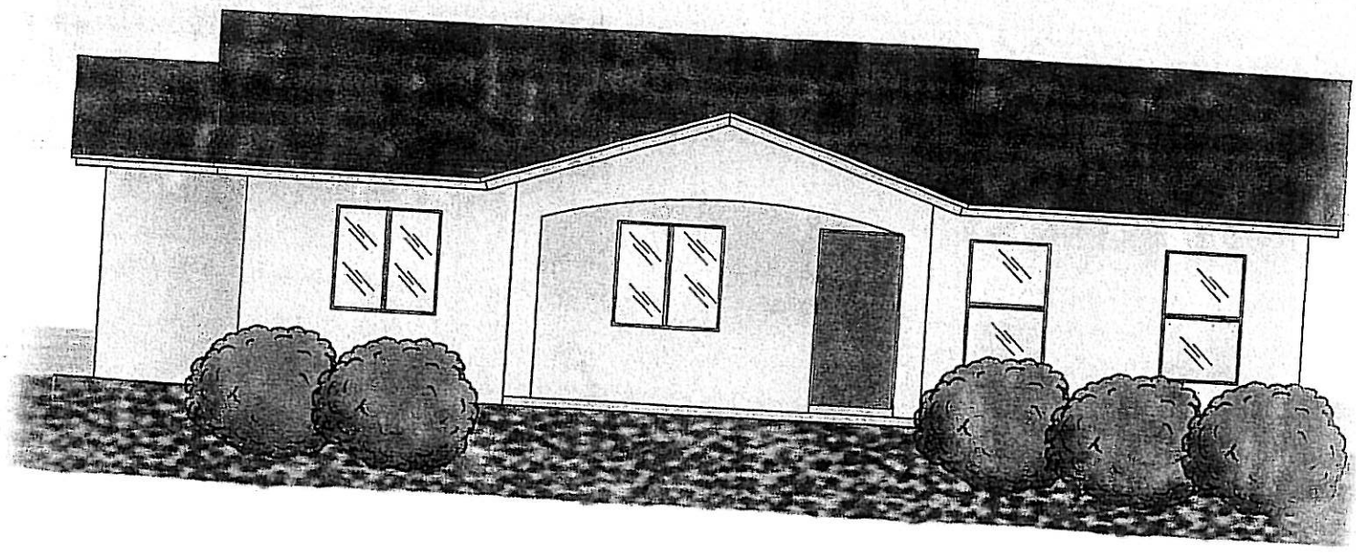
Seal the return air plenum- Install sheetrock around the inside of the walls below the furnace closet platform. Tape and bed or caulk the joints.

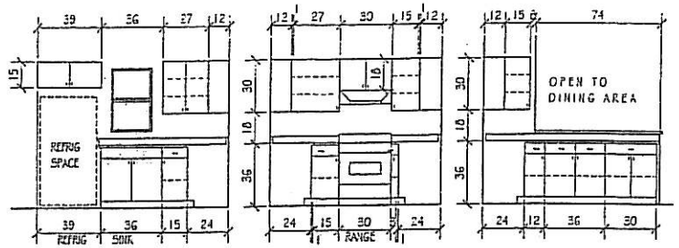
Fluorescent light fixtures- Install fluorescent light fixtures in the kitchen, and all exterior lights. These can be regular tube type lamps or use fluorescent replacement bulb in a regular fixture.

Low flow plumbing fixtures and 1.6 gallon toilets.

Choose light colored shingles to avoid heat buildup in the attic. Property vent soffits and ridge.

CO-5 Plan





KITCHEN CABINET ELEV'S

SCALE : 1/4" = 1'-0"

Accessibity Requirements

Accessible route.
Accessible route must be 36" wide minimum.
Main entrance door must be 36" wide minimum. Threshold no higher than 3/4".
Interior doors must be 2'-10" wide minimum.

Reinforcing in walls for grab bars.
Reinforcing must be placed around the walls of bathtubs and toilets where grab bars could be installed.
This reinforcing must be blocking of 2" x 6" between studs @ 35"o.c. above floor level.

Electrical outlets and switches.
Light and fan switches and thermostat must be installed at 48" maximum height above floor level.
Electrical outlets must be installed at 15" minimum height above floor level.

Energy Efficient Upgrades
Requirements, Materials and Components List

Perimeter Slab Insulation - R-5 insulation value required. Installed all around the slab from the top of the form to the depth of the footing.

Sill plate sealer - Foam strip placed under the bottom plate of all exterior walls.

Caulk the inside of the exterior plate - Use 25 year (of better) caulk to seal the joint between the bottom plate of the slab, and again after the sheetrock is installed to fill gap between the sheetrock and the floor.

Exterior sheating - R-4 or better insulation value required. Use metal straps for wind bracing.

Windows - Vinyl frame windows, double pane, low E-glass. U factor of 0.38 on N5 and 0.33 on S11.

Doors - Use foam filled steel doors with a U factor of 0.16 for main entrance door and U-factor of 0.28 for kitchen door.

Seal around the windows and doors - Fill the gap between the window of doors and the surrounding frame with spray foam, backer rod, insulation, or caulk.

Seal the penetrations - Use foam or caulk to fill all top plate and exterior wall penetrations.

Insulate the hot water pipes - Insulate all hot water pipes in the wall before sheetrock is installed, and above the water heater after it is installed. Use correct size 1/2" wall foam insulation properly secured.

Insulation - R-13 or better on all exterior walls and perimeter of the furnace and water heater closet. R-30 (blown is preferred) in the attic. Fill all gaps and voids, cut out around electrical boxes, wires, and pipes, and be sure insulation is properly attached.

Ventilation ducting in the heated and cooled spaces - Install sheetrock inside the furnaces before the ducting is installed. Tape and bed or caulk the joints in sheetrock. Use aluminum tape of hardcast to seal duct joints.

Ceiling fan preware in living room and bedrooms - A ceiling fan is not required, only the preware.

Furnace AFUE rated at 90% or better. 60,000 BTU.

Water heater efficiency rating of .60 or better.

Gas dryer hookup - Supply gas to laundry area.

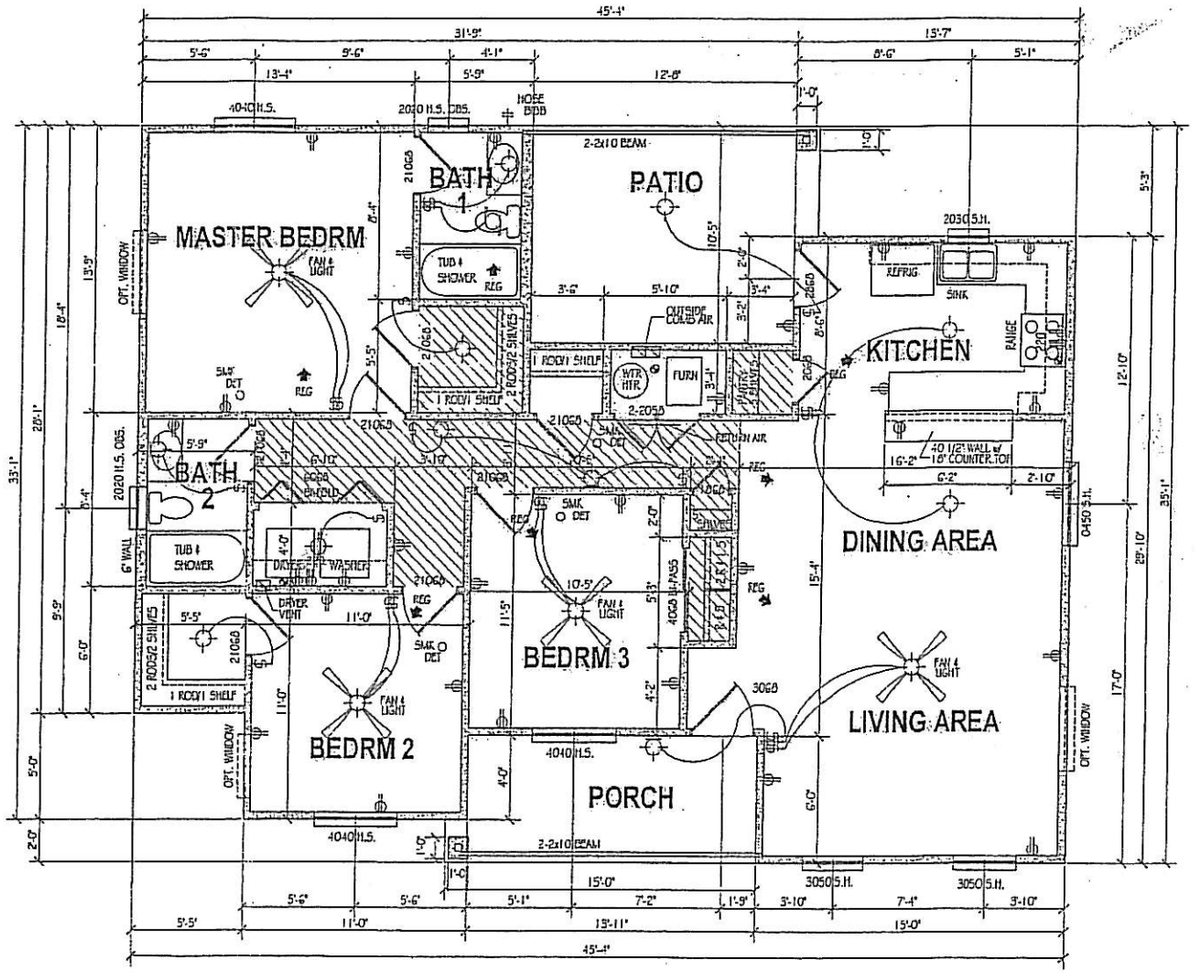
Install programmable thermostat.

Seal the return air plenum - Install sheetrock around the inside of the walls below the furnace closet platform. Tape and bed or caulk the joints.

Fluorescent light fixtures - Install fluorescent light fixtures in the kitchen, and all exterior lights. These can be regular tube type lamps or use fluorescent replacement bulb in a regular fixture.

Low flow plumbing fixtures and 1.6 gallon toilets.

Choose light colored shingles to avoid heat buildup in the attic. Properly vent soffits and ridge.



FLOOR PLAN

SCALE : 1/4" = 1'-0"

HOUSE AREAS

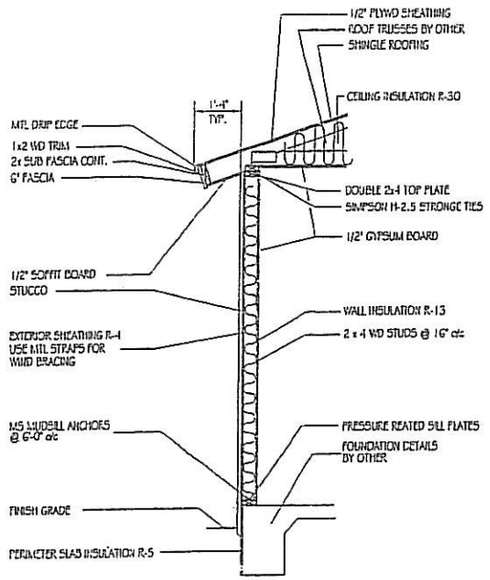
LIVING AREA 1244 SQ. FT.

EL PASO COLLABORATIVE FOR COMMUNITY AND ECONOMIC DEVELOPMENT

DATE: June 2005

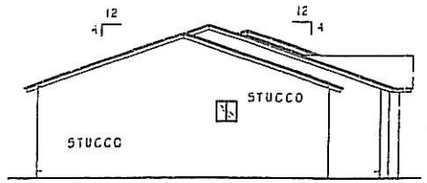
CO-5 PLAN

FILENAME: EPCD - CO 5 Planning



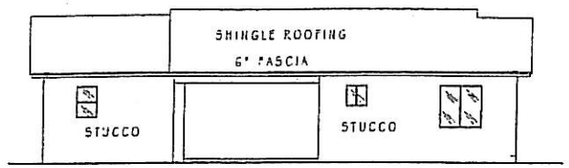
TYPICAL WALL SECTION

SCALE : 1/2" = 1'-0"



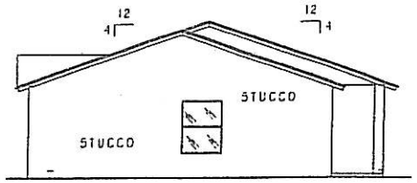
LEFT SIDE ELEVATION

SCALE : 1/8" = 1'-0"



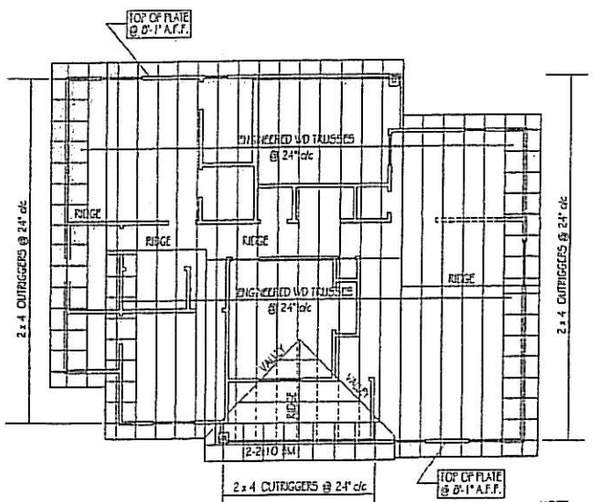
REAR ELEVATION

SCALE : 1/8" = 1'-0"



RIGHT SIDE ELEVATION

SCALE : 1/8" = 1'-0"

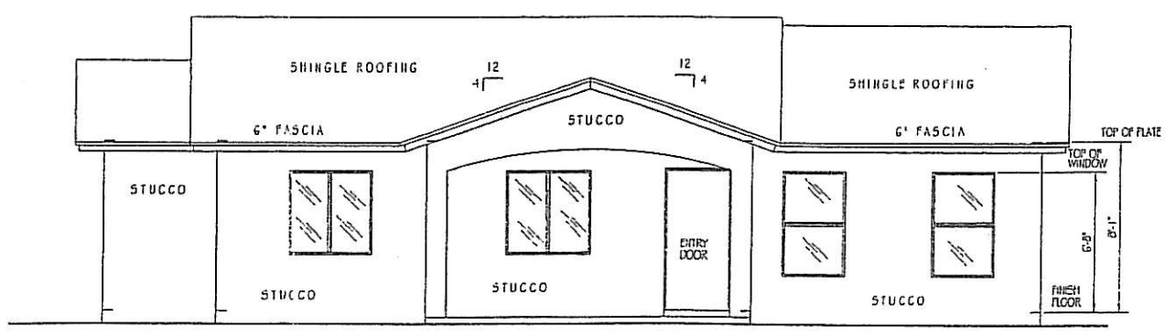


ROOF FRAMING PLAN

SCALE : 1/8" = 1'-0"

NOTE

ROOF FRAMING TO BE ENGINEERED WOOD TRUSSES @ 24" c/c UNLESS NOTED OTHERWISE



FRONT ELEVATION

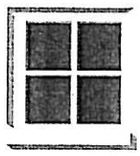
SCALE : 1/4" = 1'-0"

EL PASO COLLABORATIVE FOR
COMMUNITY AND ECONOMIC DEVELOPMENT

DATE: June 2005

CO-5
PLAN

FILENAME: EPCD - CO 5 Plan.dwg



EL PASO COLLABORATIVE
for
Community and Economic Development

Accessibility Requirements

Accessible route.
Accessible route must be 36" wide minimum.
Main entrance door must be 36" wide minimum. Threshold no higher than 3/4 ".
Interior doors must be 2'- 10"wide minimum.

Reinforcing in walls for grab bars.
Reinforcing must be placed around the walls of bathtubs and toilets where grab bars can be installed.
This reinforcing must be blocking of 2" x 8" between studs @ 35" o.c. above floor level.

Electrical outlets and switches.
Light and fan switches and thermostat must be installed at 48" maximum height above floor level.
Electrical out lets must be installed at 15" minimum height above floor level.

Energy Efficient Upgrades
Requirements, Materials and Components List

Perimeter Slab Insulation- R-5 insulation value required. Installed all around the slab from the top of the form to the depth of the footing.

Sill plate sealer- Foam strip placed under the bottom plate of all exterior walls.

Caulk the inside of the inside of the exterior plate- Use 25 year (of better) caulk to seal the joint between the bottom plate of the slab, and again after the sheetrock is installed to fill gap between the sheetrock and the floor.

Exterior sheating- R-4 or better insulation value required. Use metal straps for wind bracing.

Windows- Vinyl frame windows, double pane, low E-glass. U factor of 0.38 on HS and 0.33 on HS.

Doors- Use foam filled steel doors with a U-factor of 0.16 for main entrance and U-factor of 0.28 for kitchen door.

Seal around the windows and doors- fill the gap between the window of doors and the surrounding frame with spray foam, backer rod, insulation, or caulk.

Seal the penetrations- Use foam or caulk to fill all top plate and exterior wall penetrations.

Insulate the hot water pipes in the wall before sheetrock is installed, and above the water heater closet. R-30 (blown is preferred) in the attic. Fill all gaps and voids, cut out around electrical boxes, wires, and pipes, and be sure insulation is properly attached.

Ventilation ducting in the heated and cooled spaces- Installed sheetrock inside the furrdowns before the ducting is installed. Tape and bed or caulk the joints in sheetrock. Use aluminum tape of hardcast to seal duct joints.

Ceiling fan prewire in living room and bedrooms- A ceiling fan is not required, only the prewire.

Furnace AFUE rated at 90% or better. 60,000 BTU.

Water heater efficiency rating of .60 or better.

Gas dryer hookup- Supply gas to laundry area.

Install programmable thermostat.

Seal the return air plenum- Install sheetrock around the inside of the walls below the furnace closet platform. Tape and bed or caulk the joints.

Fluorescent light fixtures- Install fluorescent light fixtures in the kitchen, and all exterior lights. These can be regular tube type lamps or use fluorescent replacement bulb in a regular fixture.

Low flow plumbing fixtures and 1.6 gallon toilets.

Choose light colored shingles to avoid heat buildup in the attic. Property vent soffits and ridge.