

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

DEPARTMENT: Development Services / Planning Division
AGENDA DATE: Introduction 05/01/07; Public Hearing 05/22/07
CONTACT PERSON/PHONE: Christina Valles, Senior Planner – 541-4930
DISTRICT(S) AFFECTED: West ETJ - Adjacent to District 1

SUBJECT:

An Ordinance annexing Tracts 9C, 9D, 9D1, and 10, Block 13, Upper Valley Surveys, El Paso County, Texas to the City of El Paso, Texas.

Subject Property: Northeast corner of Borderland Road and Westside Drive. Applicant: B.A.R. Construction, Inc.; El Paso Jamas, L.T.D. AN07002 (West ETJ – Adjacent to District 1)

BACKGROUND / DISCUSSION:

See attached report

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

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

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: R. Alan Shubert

APPROVED FOR AGENDA: N/A

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TRACTS 9C, 9D, 9D1, AND 10, BLOCK 13, UPPER VALLEY SURVEYS, EL PASO COUNTY, TEXAS INTO THE CITY OF EL PASO, TEXAS

WHEREAS, B.A.R. Construction, Inc.; El Paso Jamas, L.T.D. owners of approximately 57.23 acres, lying in the City of El Paso’s West Extraterritorial Jurisdiction; the property more fully described in the attached metes and bounds description, identified as Exhibit “A” and made a part hereof by reference, request that this area be annexed into the El Paso’s City Limits; and,

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

WHEREAS, this annexation is subject, however, to certain conditions identified on the attached agreement described as Exhibit “C”; such agreement entered into on January 23, 2007 by and between the *CITY OF EL PASO, TEXAS*, and B.A.R. Construction, Inc.; El Paso Jamas, L.T.D .

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

That the boundaries of the *CITY OF EL PASO* are hereby extended so as to annex the territory described in Exhibit “A” lying adjacent to the city limits as they are at present established. Further, that the City adopts the Service Plan described as Exhibit “B”; and that the annexation is subject to all terms and conditions cited in the Development Agreement, attached as Exhibit “C”, by and between the City of El Paso, Texas and B.A.R. Construction, Inc.; El Paso Jamas, L.T.D.

PASSED AND APPROVED THIS _____ **day of** _____, 2007.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

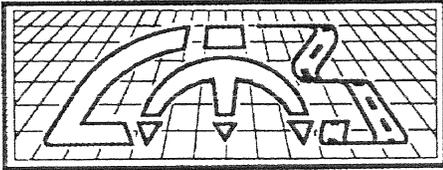
Kelly Carpenter

Kelly Carpenter, Deputy Director
Development Services Department

ORDINANCE NO. _____

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AN07-002



Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

METES AND BOUNDS DESCRIPTION

A 57.2337 acres parcel located in Tracts 9C, 9D, 9D1, and 10, Block 13, Upper Valley Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows.

COMMENCING for reference at an existing 1/2" rebar lying at the centerline-centerline intersection of Borderland Road (40.0 feet wide) and Westside Road (40.0 feet wide), *whence* for basis of bearing an existing square bolt lying in the centerline of Borderland Road, bears North 89°49'00" East, a distance of 4589.50 feet; **THENCE**, North 01°30'00" East, a distance of 20.01 feet to a point; **THENCE**, North 89°49'00" East, a distance of 60.03 feet to an existing 5/8" rebar with cap stamped "SUBLAND" lying at the southwesterly corner of said Tract 10, for a corner and the **POINT OF BEGINNING** of this parcel description;

THENCE, North 01°30'00" East, with the easterly right-of-way line of La Union East Lateral (40.0 feet wide right-of-way), a distance of 1768.16 feet to a 5/8" rebar with cap stamped "LAND-MARK TX4869 NM11402", set at the northwesterly corner of said Tract 9C for a corner of this parcel;

THENCE, North 89°59'00" East, with the northerly boundary line of said Tract 9C, a distance of 1633.39 feet to an existing 1/2" rebar with cap stamped "TX2027", lying at the northeasterly corner of said Tract 9C for a corner of this parcel;

THENCE, South 00°11'00" East, with the westerly right-of-way line of Borderland Spur Drain (110.0 feet wide right-of-way), a distance of 876.08 feet to a 5/8" rebar with cap stamped "LAND-MARK TX4869 NM11402", set at the southeasterly corner of said Tract 9C, for a corner of this parcel;

THENCE, North 89°54'00" West, with the southerly boundary line of said Tract 9C, a distance of 490.84 feet to a point lying at the northeasterly corner of said Tract 9D1 for a corner of this parcel; *whence* an existing 5/8" rebar with cap stamped "RPLS4178" bears North 20°50'20" West, a distance of 0.47 feet;

THENCE, South 00°11'00" East, with the easterly boundary line of said Tract 9D1, a distance of 888.99 feet to point lying in the northerly right-of-way line of said Borderland Road, for a corner of this parcel; *whence* an existing 5/8" rebar with cap stamped "RPLS4178" bears North 04°11'01" East, a distance of 0.89 feet;

THENCE, South 89°49'00" West, with said northerly right-of-way line, a distance of 1194.50 feet to the **TRUE POINT OF BEGINNING**.

Said Parcel contains 57.2337 acres (2,493,102 square feet) more or less.

Larry L. Drewes, R.P.L.S.
Texas License No. 4869
Date: February 1, 2007
Job No. 06-02-23282



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1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • E-mail address: Land-marksurvey.com

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER

R. ALAN SHUBERT, PE, CBO
DIRECTOR, DEVELOPMENT SERVICES

KELLY CARPENTER, AICP
DEPUTY DIRECTOR, PLANNING



CITY COUNCIL
ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
J. ALEXANDRO LOZANO, DISTRICT 3
MELINA CASTRO, DISTRICT 4
PRESI ORTEGA, JR., DISTRICT 5
EDDIE HOLGUIN JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

**DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**

April 20, 2007

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

FROM: Christina Valles, Senior Planner

SUBJECT: Annexation – AN07002

LOCATION: Northeast corner of Borderland Road and Westside Drive.

The City Plan Commission (CPC), on April 5, 2007, voted to recommend **APPROVAL** of annexing the subject property into the City of El Paso limits.

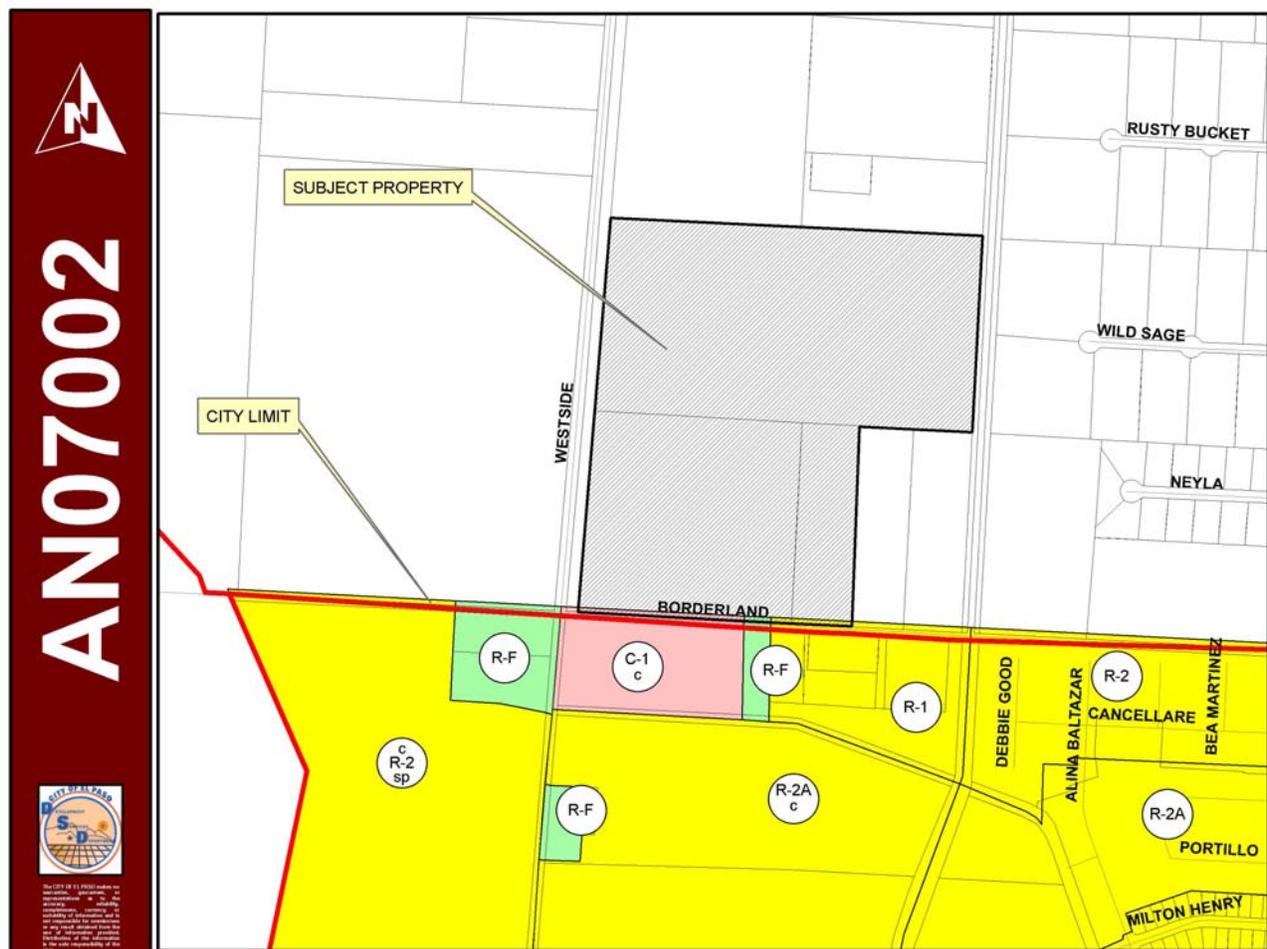
The CPC found that this annexation is in conformance with The Plan for El Paso. The CPC also determined that this change protects the best interest, health, safety and welfare of the public in general; and that the proposed uses are compatible with adjacent land uses.

Attachments:
CPC Staff Report
Development Agreement



AN07002

Application Type: Annexation
Property Owner(s): B.A.R. Construction, Inc.; El Paso Jamas, L.T.D.
Representative(s): CEA Engineering Group
Legal Description: Tracts 9C, 9D, 9D1, and 10, Block 13, Upper Valley Surveys
Location: Northeast corner of Borderland Road and Westside Drive
Representative District: West ETJ (Adjacent to District 1)
Area: 57.23 Acres
Present Zoning: N/A
Present Use: Vacant
Proposed Use: Single-family Residential
Surrounding Land Uses: **North:** West ETJ / Farm; **South:** C-1/c / Church; R-F / Residential; R-1 / Residential; **East:** West ETJ / Farm; **West:** West ETJ / Vacant, Farm
Year 2025 Designation: **Residential (West ETJ)**



General Information:

The applicant requests annexation in accordance with a development agreement approved by the City Council on January 23, 2007. The property consists of 57.23 acres of land and is currently vacant. The conceptual site plan shows 174 residential lots, one (1) public park, one (1) park/pond, and one (1) pond.

A separate rezoning application is in process for the subject property in order to rezone from R-F (Ranch and Farm) to PR-1 (Planned Residential 1). This application is related to a proposed development agreement for the Rio Valley subdivision located on the West side of Westside Drive. Park fees generated by Rio Valley will be used to improve the parks in Borderland Village.

Staff Recommendation:

The Development Coordinating Committee (DCC) recommends **APPROVAL** of this request for annexation. The annexation will be subject to all conditions of the development agreement. The service plan will be approved with the ordinance approving the annexation pursuant to Chapter 43 of the Texas Local Government Code.

The recommendation is based on the following:

- **The Plan for El Paso** City-Wide Land Use Goals recommends that El Paso “Evaluate annexation requests to determine feasibility and impact on existing City services and fiscal resources.”
- **The Year 2025 Projected General Land Use Map** for the West ETJ designates this property for Residential uses.

In addition, recommendation for approval of annexation was based on the overall long-term benefits to the City versus the short-term impacts. Annexation of the subject property would accomplish the following:

- ensure proper land use relationships with high standards of construction through zoning and building codes;
- protect the City’s growth ability in the West ETJ;
- implement the long range goals of the City’s Comprehensive Plan; and,
- require applicants to share in the City’s hard and soft infrastructure costs to serve the property (not otherwise allowed under the Impact Fee Statute for properties within the City Limits for off-site systems).

Findings:

The Commission must determine the following:

1. Will annexation of the subject property protect the best interest, health, safety/welfare of the public in general?
2. Will a regional retail development be compatible with adjacent land uses?
3. What is the relation of the proposed annexation to the city’s Comprehensive Plan?
4. What effect will the annexation have upon the natural environment social and economic conditions and property values in the vicinity and in the city as a whole?

Development Services Department - Building Permits and Inspections Division Comments:
No comments received.

Development Services Department - Planning Division Comments:
Recommend approval.

Engineering Department - Traffic Division Comments:
No comments received.

Fire Department Comments:
No comments received.

EI Paso Water Utilities Comments
EPWU does not object to this annexation request.

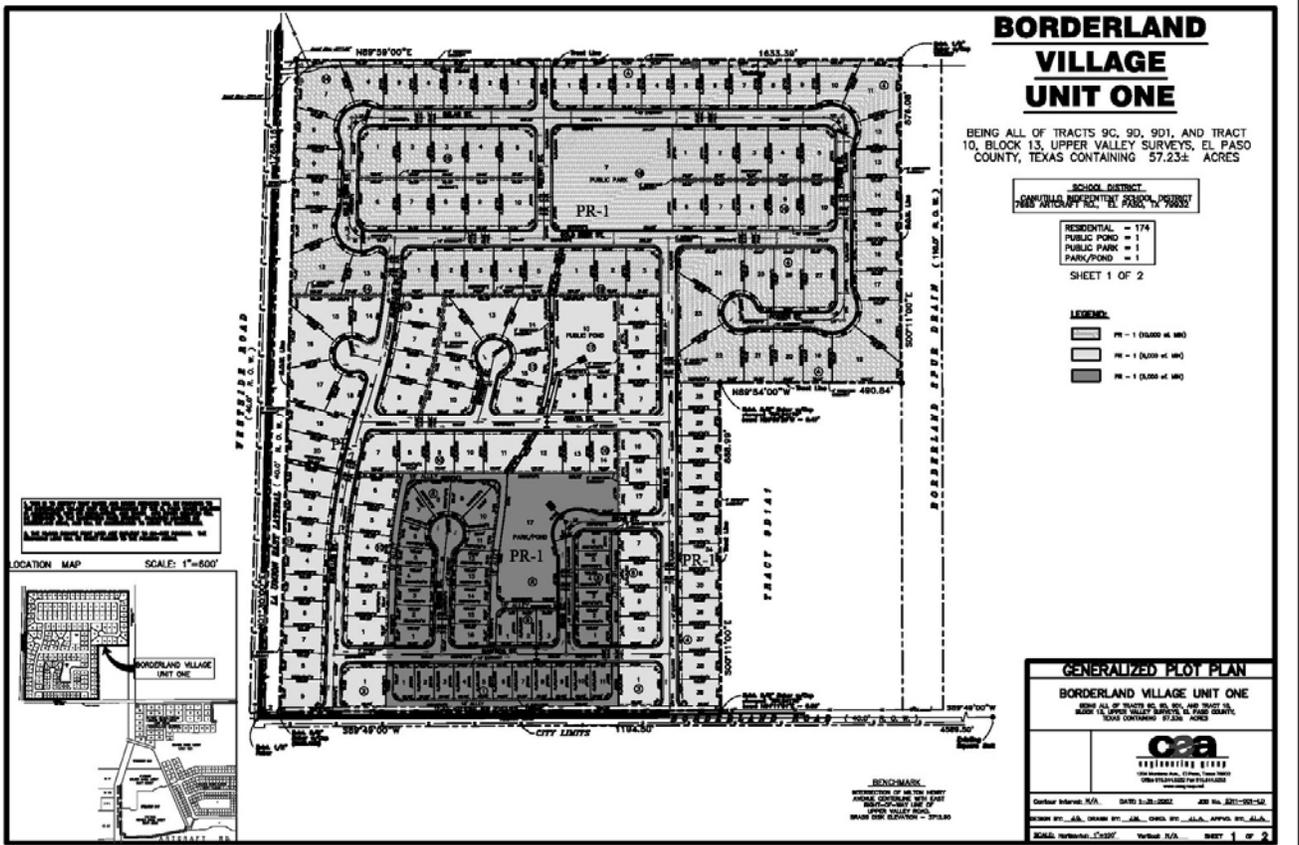
List of Attachments

- Attachment 1: Aerial Map
- Attachment 2: Site Plan
- Attachment 3: Application
- Attachment 4: Service Plan
- Attachment 5: Development Agreement.

**Attachment 1:
Aerial**



**Attachment 2:
Site Plan**



**Attachment 3:
Application**

DEPARTMENT OF PLANNING, RESEARCH AND DEVELOPMENT
2 CIVIC CENTER PLAZA, 8TH FLOOR, CITY HALL BUILDING
EL PASO, TEXAS 79999

APPLICATION FOR ANNEXATION



1. Address and/or Location of Property: NORTH - EAST CORNER OF BORDERLAND AND WESTSIDE ROAD INTERSECTION
 2. Legal Description of Property: BEING ALL OF TRACTS 9C, 9D, 10 AND 9D1, BLOCK 13, UPPER VALLEY SURVEYS, EL PASO COUNTY, TEXAS
 3. Area of Property: 57.2337 ACRES
(square footage and/or acreage)
 4. Name of Property Owner: SEE ATTACHED SHEET
Address: _____
(Street) (City) (State) (Zip)
Telephone: _____
- IF MULTIPLE OWNERSHIP, IDENTIFY ALL PROPERTY OWNERS IN SPACE PROVIDED ON ITEM 9 ON THE BACK OF THIS FORM.
5. Name of Representative: CEA ENGINEERING GROUP
Address: 1204 MONTANA AVE. EL PASO, TX. 79902
(Street) (City) (State) (Zip)
Telephone: 915-544-5232
 6. Existing Improvements on Property: VACANT PROPERTY
 7. Proposed Improvements on Property: SINGLE-FAMILY DWELLINGS, STREET IMPROVEMENTS, DRAINAGE STRUCTURES, PUBLIC PARK
 8. Reasons for Request to Annex: TO PROVIDES SINGLE FAMILY RESIDENTIAL HOMES AND PARKS TO OUR GROWING COMMUNITY

Signature of Owner of Record of the above described property; (if more than one property owner, all owners must sign in item 9 on the back of this form).

[Handwritten Signature]

Signature of Representative

FEE \$
Cashier's Validated Stamp

FEES ARE NOT REFUNDABLE

(Name)	(Address)	(Signature)
MR. KEITH ALEXANDER P.A.R. CONSTRUCTION, INC.	311 McCUNTOCK, EL PASO, TX. 79932	<i>[Signature]</i>
MR. BILL HAGAN EL PASO JAVAS, L.T.D.	2844 TEAWOOD DRIVE, EL PASO, TX. 79935 SUITE 100	<i>[Signature]</i>

**CITY OF EL PASO
ANNEXATION SERVICE PLAN**

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INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 of the Texas Local Government Code. This Plan is made specifically for an 57.23-acre property located in the City's West Extraterritorial Jurisdiction (ETJ). The area includes Tracts 9C, 9D, 9D1, and 10, Block 13 Upper Valley Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit, "A" which is attached to the annexation ordinance of which this Plan is a part.

EFFECTIVE TERM

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

INTENT

It is the intent of the City of El Paso that services under this Plan shall provide full municipal services in accordance with State law and the Development Agreement entered into by the property owners and the City on January 23, 2007, and in case of conflict as allowed by law the terms of the Development Agreement shall control.

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

SERVICE COMPONENTS

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

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

1. Immediate Services Program

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

- a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area on the effective date of annexation. These services include:
 - normal patrols and responses;
 - handling of complaints and incident reports;

EXHIBIT "B"

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- special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.
- b. Fire Protection. The El Paso Fire Department will provide emergency and fire prevention services in the annexation area, on the effective date of annexation. These services include:
- fire suppression and rescue;
 - emergency medical services;
 - hazardous materials mitigation and regulation;
 - emergency prevention and public education efforts;
 - construction plan review;
 - inspections.
- c. Solid Waste Collection. The El Paso Solid Waste Management Department will provide solid waste collection services in the annexation area on the effective date of annexation. Services currently provided in the City for single-family residences include:
- garbage collection - once a week in accordance with established policies of the City;
 - dead animal collection - dead animals are removed from roadways upon request.
- Commercial garbage collection service for businesses, multi-family residences, and mobile home parks is available on a subscription basis from the City or private service providers.
- d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water Utilities (EPWU) will maintain water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility and as governed by their Rules and Regulations.
- e. Maintenance of Roads and Streets, Including Street Lighting. The City's Public Works Department will maintain public streets over which the City has jurisdiction. These services include:
- emergency pavement repair;
 - ice and snow monitoring of major thoroughfares
 - repair maintenance of public streets on as-needed basis and in accordance with established policies of the City.
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. There are no public recreation facilities in the annexation area but the City will provide maintenance of such facilities as they become available.

2. Additional Services

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

- a. Drainage Services. The City's Street Department will provide drainage maintenance in the annexation area in accordance with established policies of the City. Services include:

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- maintenance of existing public ponding areas and retention dams;
 - storm sewer maintenance;
 - watershed development review and inspection;
 - emergency spills and pollution complaints response;
 - flood plain office (information relating to flood plains).
- b. Library Department. All library services now provided to areas inside the City will be provided to the annexed area on the effective date of annexation in accordance with the City's existing policies and regulations.
- c. Development Services Department. All inspection services now provided within the City, including building, electrical, plumbing, gas, engineering, housing, and environmental will be extended to the annexed area on the effective date of annexation.
- d. City-County Health Department. All of the City-County Health services codes and regulations will be extended to the annexed area on the effective date of annexation
- e. Planning and Zoning. The planning and zoning jurisdiction of the City will be extended to the annexed area on the effective date of annexation. All land annexed shall be classified in the R-F zoning district pending a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council. Such hearing shall be held within sixty days after the effective date of annexation and such action shall be taken by the City Council within thirty days after the last adjournment of the public hearing.
- f. Other Services. All other City Departments with jurisdiction in the area will provide services according to established City policies and procedures.

3. Capital Improvements Program

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary. Any such construction or acquisition shall begin within two years of the effective date of the annexation and shall be substantially completed within 4 1/2 years after that date. Construction of any capital improvement within the annexation area will be done accordance with the established policies of the City.

- a. Police Protection. No capital improvements are necessary at this time to provide Police services but may be necessary in the future.
- b. Fire Protection. No capital improvements are necessary at this time to provide Fire services but may be necessary in the future.
- c. Solid Waste Collection. No capital improvements are necessary at this time to provide collection services but may be necessary in the future.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations. Capital improvements will be initiated pursuant to the facilities plan for the annexed area. Water and Wastewater services to new subdivisions will be provided according to the standard policies and procedures of the El Paso Water Utilities, which may require the developer of a new subdivision to install water and wastewater utility lines. The extension of water and sewer service will be provided in

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accordance with the adopted Rules and Regulations of the El Paso Water Utilities.

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

AMENDMENT: GOVERNING LAW

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

FORCE MAJEURE

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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CITY CLERK DEPT.
DEVELOPMENT AGREEMENT

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THIS AGREEMENT made and entered into as of the Effective Date by and among the **CITY OF EL PASO, TEXAS**, a municipal corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), acting through the City Council of the City, **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD** (hereinafter referred to as the "PSB"), **EL PASO JAMAS, LTD.** ("Jamás") and **B.A.R. CONSTRUCTION, INC.** ("B.A.R.") (hereinafter collectively referred to as the "Owners");

WHEREAS, Jamás is the owner of record of the real property and B.A.R. is the owner of the real property (collectively, the "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

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

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

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

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

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

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

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

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

"Annexation Ordinance" has the meaning set forth in Paragraph Three.

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

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

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

"Code" shall mean the El Paso Municipal Code.

"Development Plan" shall mean the plan for development of the Property attached to this Agreement as Exhibit "B".

"Effective Date" means the date that this Agreement has been approved by the City Council and the Board of the PSB.

"Owners" means collectively Jamas and B.A.R.

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

"Property" shall mean the 57.226-acre tract of land described as follows: All of Tract 10 and a portion of Tract 9D described by metes and bounds in Exhibit "A-1", and all of Tract 9C, Block 13, Upper Valley Surveys, El Paso County, Texas, owned by Jamas; and a portion of Tract 9D1, Block 13, Upper Valley Surveys, El Paso County, Texas, as further described by metes and bounds on Exhibit "A-2", owned by B.A.R.

"PSB Facilities" shall mean wastewater lift facilities and related lines as described in Exhibit "C" attached hereto at or about the locations shown on Exhibit "D", attached hereto for the benefit of the Far West County Service Area as noted on Exhibit "D" which are to be constructed by Jamas under a developer participation contract to be executed in accordance with Chapter 212 of the Texas Local Government Code pursuant to which the PSB will reimburse Jamas for the costs in accordance with Paragraph Eleven.

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

CITY OF EL PASO
PSB REGULATIONS
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"PSB Regulations" shall mean the duly adopted rules and regulations of the PSB in effect on the Effective Date.

"Subdivision Coordinator" shall mean the subdivision coordinator referenced in the Subdivision Regulations.

"Subdivision Regulations" shall mean the regulations in Title 19 of the El Paso Municipal Code in effect on the Effective Date.

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

TWO: On or after the Effective Date, the Owner may submit for City's approval a subdivision plat consistent with the Development Plan. Within ninety (90) days following the recording of the subdivision plat, the City shall provide to the Property all of the municipal services provided inside municipal boundaries, regardless of whether the Property covered by the subdivision plat has been annexed as of such date. However, the scheduling of water and wastewater services to the Property shall be in accordance with the provisions of Section Eleven.

THREE: The Owner shall initiate and submit an annexation application no later than ninety (90) days after the Effective Date requesting that the City annex all of the Property into the City's corporate limits.

The City agrees to annex the Property in accordance with the terms and conditions of this Agreement, provided that the terms and conditions of this Agreement are met by the Owners, and in accordance with applicable provisions of state law.

The City may annex all of the Property under this Agreement by enacting an ordinance annexing the Property ("Annexation Ordinance"). To the extent allowed by law, the enactment of an ordinance annexing the Property shall be the only procedure required of the City to annex the Property.

FOUR: Owners hereby agree that the development of the Property shall be in accordance with the City Regulations, including the PSB Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided in this Agreement. Pursuant to Subchapter G, Chapter 212, Local Government Code, the City and Owners agree that, except as otherwise provided herein, the City Regulations shall be applicable to the Property on the Effective Date. The Vesting Statute shall apply to the Property on and after the Effective Date of this Agreement.

FIVE: Owners hereby agree to submit a preliminary plat for the entire Property in accordance with the Development Plan. Accordingly, City acknowledges that a land study shall not be required, if the preliminary plat is submitted in accordance with the Subdivision Regulations.

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

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

SIX: Owners hereby agree that prior to the issuance of any building permits or certificates of occupancy relating to the Property, Owners shall apply for and secure approval of a subdivision plat in accordance with the procedures of the Subdivision Regulations.

SEVEN: On and after the Effective Date, the Property may be used and developed in a manner consistent with the Development Plan and all the uses and standards set forth in the Planned Residential District I ("PR-1") zoning classification, in effect at the time of the Effective Date of this Agreement. Concurrently with the consideration of this Annexation, Owners will petition the City, at their expense, for rezoning of the Property to PR-1 as provided in the Code. If PR-1 zoning classification is denied for any reason or approved with restrictions, such denial or restrictions shall not impair or restrict the Owner's right to develop and use the Property as set forth in the first sentence of this Paragraph Seven.

EIGHT: Owners agree to provide for the dedication and improvement of public neighborhood parkland within the Property as shown on the Development Plan. City acknowledges that the parkland shown on the Development Plan will also be used as a ponding area and is in excess of the acreage required by the City Regulations. City is in agreement of the concept of the size and location of the neighborhood park as shown on the Development Plan and its dual use as a ponding area, subject to review and approval by the City of all engineering documentation regarding the feasibility of the design of such ponding, and still allow the use of the area as a public park, given the possible soils conditions on the Property, and approval of the subdivision plat by the City Plan Commission.

The Owners shall dedicate sufficient parkland and improve it to the minimum parkland standards, required under Title 19, Subdivision Regulations in effect prior to February 28, 2006, and further install additional recreational improvements to the extent required herein. The recreational improvements installed above and beyond the minimum parkland improvement requirements shall equal a cost not to exceed the amount of parkland fees generated by the Rio Valley Addition Subdivision ("Rio Valley"), at a rate of three hundred dollars and no cents (\$300.00) per residential lot, and three hundred dollars and no cents (\$300.00) per gross acre of commercial property. Owners

may not receive any type of credit or bonus reduction for parkland dedication for the cost of the recreational improvements paid for by the fees generated by Rio Valley.

To the extent the size of the parkland dedicated exceeds the size required per the minimum standards set forth Subdivision Regulations prior to February 28, 2006, or the cost of the installation of the recreational improvements standards exceeds the amount of fees from Rio Valley, the Owners may request excess bonus park credits for subdivisions submitted within the same park zone, if requested and processed in accordance with the Subdivision Regulations in effect prior to February 28, 2006.

NINE: Owners agree to impose restrictive covenants on the Property in order to avoid a homogenous look of housing through varied architectural features and site-specific designs. The restrictive covenants shall require differences in bulk and massing of buildings, different housing types, include single and two-story, providing varied types of garages such as front-load garage (one-car, two-car, three-car), side-load garage, detached garage, or carport, and requiring different alternating roof types such as gable, hip, gambrel, mansard or flat.

TEN: Except as expressly provided for herein, no fee, except the annexation application filing fee, shall be assessed to Owners for annexation by the City nor shall Owners be obligated to pay any annexation fees to PSB.

ELEVEN: In lieu of any other fees required by PSB Regulations, Owners agree to construct, at their cost and expense (but subject to the refund rights hereinafter set forth), the PSB Facilities.

PSB has delivered to the Owners the engineering design for the construction of the PSB Facilities to provide retail water and wastewater services to the Property in order to ensure that the development of the Property is not delayed. Upon completion of the Far West County Lift Station, interim force main and Laguna Meadows Lift Station improvements, wastewater services for a maximum of two hundred thirty-seven (237) lots shall be made available to the Property and shall be distributed based on the developer participation contract executed between the Owners and PSB. Following the completion by PSB of the Easy Way II Lift station and associated Interceptor terminating on Strahan Road north of Borderland, projected in Summer 2007, the Owners are required to construct a 12-inch force main to the associated Interceptor on Strahan Road in order to provide wastewater service to the balance of the Property.

Without limiting the foregoing, the provision of retail water and wastewater services shall not be delayed on the grounds that the Property has not been annexed in whole or in part. The rates for water and wastewater services shall be equal to the rates charged inside the incorporated boundaries of the City. The City's obligation to provide water and wastewater services to the Property shall survive the expiration of the term of this Agreement.

Owners and PSB shall enter into a developer participation agreement for construction of the PSB Facilities. Notwithstanding the terms of the PSB Regulations, the developer participation agreement shall contain a refund agreement which will provide for the costs of the PSB Facilities to be eligible for a refund to the Owners as the Far West County Service Area is built out and connected to the PSB water and wastewater systems. A description of the PSB Facilities and an estimated cost of the PSB Facilities is attached hereto as Exhibit "C" and made a part hereof. Notwithstanding the PSB Regulations, Owners shall be entitled to a refund for each 5/8 x 3/4 inch equivalent domestic service meter unit (excluding irrigation and fireline service meter) per Exhibit "C" as identified on the developer participation agreement between the Owners and the PSB.

The actual refund, however, shall be based on the actual cost to construct and using the methodology set forth in Exhibit "C". Notwithstanding anything in the PSB Regulations to the contrary, refunds will be paid once a year as the Area served by the facility is developed and connects to the sewage system. The refund will be for a period not to exceed twenty (20) years, on a no interest paid note.

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

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

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

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

07 APR 24 PM 4:54
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Mailing Address:
2 Civic Center Plaza
El Paso, Texas 79901

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Physical Address:
Same as above

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

Mailing Address:
1154 Hawkins Boulevard
El Paso, Texas 79925

Physical Address:
Same as above

- (3) **Owners:**
El Paso Jamas, Ltd.
Attn: Bill Hagan

Mailing Address:
P.O. Box 12122
El Paso, Texas 79913-0122

Physical Address:
741 Crestamira Drive
El Paso, Texas 79912

B.A.R. Construction, Inc.
Attn: Keith Alexander

Mailing Address:
311 McClintock, Suite A,
El Paso, Texas 79932

Physical Address:
Save as above

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

FIFTEEN: This Agreement shall have a term of five (5) years. The Parties may, by mutual agreement, as evidenced by a writing executed by the City Manager of the City, the General Manager of the El Paso Water Utilities Department, and a representative of the Owners, extend and/or renew the term, but only to the extent permitted by Subchapter G, Chapter 212, Local Government Code.

SIXTEEN: Owners shall dedicate twelve (12) feet in width of property for use as public right-of-way for the widening of Borderland Road abutting the Property, as shown on the City's official Major Thoroughfare Plan ("MTP"), at their sole cost and shall not request any reimbursement from the City for the dedication. Owners shall not be responsible for the construction of the improvements to the additional right-of-way dedicated on Borderland, except as required to provide for paved entrances to the Property, and accommodate any drainage.

SEVENTEEN: The Owners agrees to construct at its expense the mains and pipes located inside the Property that are necessary to provide retail water and wastewater utility services to the Property. The mains and pipes shall be designed and constructed in accordance with PSB Regulations.

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

Successors and Assigns: This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon, and shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference; provided, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use regulations that may apply to a specific lot.

Remedies: This Agreement shall be enforceable in any court of competent jurisdiction by any of the Parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained.

In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following

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CITY CLERK DEPT.

receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty (30) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity. In the event the Defaulting Party fails to cure the breach within the identified time period, the Non-Defaulting Party may pursue specific performance of this agreement. The City and the PSB hereby waive immunity to suit for specific performance of this agreement only, and do not waive immunity from damages of any kind with respect to any suit for specific performance of this agreement nor do the City and the PSB agree to attorney's fees, under any cause of action.

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

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

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

Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. By approving the execution of this Agreement, the City Council of the City, and the Public Utilities Board of the El Paso Water Utilities, delegate to the City Manager of the City, and to the General

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CITY CLERK DEPT.

Manager of the El Paso Water Utilities, the authority, without any further action being required of the City Council or of the Public Utilities Board, to execute such amendments of or extensions to this Agreement as they may consider advisable, and consistent with the provisions of law.

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

No Third Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

Waiver: Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Reservation of Rights: To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Further Documents: Each Party agrees that at any time after execution of this Agreement, it will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Effect of State and Federal Laws: Notwithstanding any other provisions of this Agreement, each Party shall, in carrying out the terms of this Agreement, comply with all applicable State and Federal laws.

Headings: The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

Ambiguities: In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

Counterparts: It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

Authority for Execution: Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

THE CITY OF EL PASO

Joyce A. Wilson
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Theresa Cullen-Garney
Theresa Cullen-Garney
Deputy City Attorney

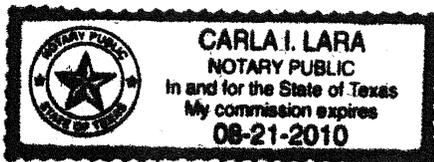
APPROVED AS TO CONTENT:

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

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 23rd day of January, 2006, by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.



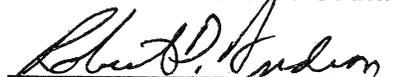
Carla I. Lara
Notary Public, State of Texas
Carla T. Lara

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD



Edmund G. Archuleta, P.E.
General Manager

APPROVED AS TO FORM:

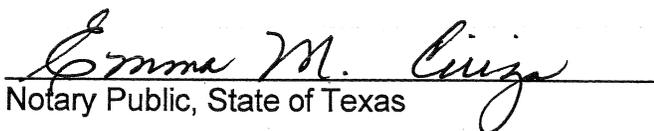
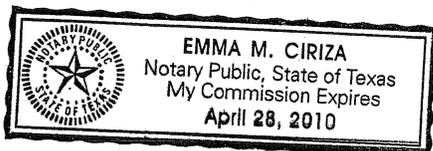


Robert D. Andron
General Counsel

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

cc This instrument was acknowledged before me on the 2nd day of January, 2008, by Edmund G. Archuleta, as General Manager of the El Paso Water Utilities Public Service Board.


Notary Public, State of Texas

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CITY CLERK DEPT.

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 27
day of December 2006.

EL PASO JAMAS, LTD.

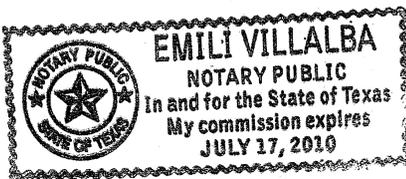
By: Hagan-Hahn Investment Company,
General Partner

By: Bill Hagan
Bill Hagan, President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 27 day of December
2006, by Bill Hagan, President of Hagan-Hahn Investment Company, as general partner
and on behalf of El Paso Jamas, Ltd., a Texas limited partnership.

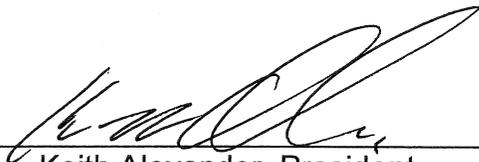


Emili Villalba
Notary Public, State of Texas

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 27
day of December, 2006.

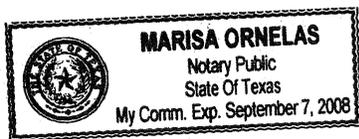
B.A.R. CONSTRUCTION, INC.

By: 
Keith Alexander, President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 27 day of December
2006, by Keith Alexander, President of B.A.R. Construction, Inc., a Texas corporation,
on behalf of said corporation.



Marisa Ornelas
Notary Public, State of Texas

Marisa Ornelas

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CITY CLERK DEPT.

EXHIBITS "A-1", "A-2", and "A-3"

LEGAL DESCRIPTION

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Exhibit A-1

POOR QUALITY ORIGINAL
BEST AVAILABLE FILM

The parcel of land herein described is all of Tract 10 and a portion of Tract 9D, Block 13, Upper Valley Surveys, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point, said point being a found iron lying on the centerline intersection of Westside Drive and Borderland Road; Thence, North 89°49'00" East, along the centerline of Borderland Road, a distance of 1010.25 feet to a point; Thence, North 00°11'00" West, a distance of 20.00 feet to a point lying on the northerly right-of-way line of Borderland Road, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, South 89°49'00" West, along said right-of-way line, a distance of 949.63 feet to a point for a corner, said point lying on the easterly right-of-way line of La Union East Lateral;

THENCE, North 01°30'00" East, along said right-of-way line, a distance of 894.86 feet to a point for a corner, said point lying on a southerly boundary line of Tract 9C, Block 13, Upper Valley Surveys;

THENCE, South 89°54'00" East, along said boundary line, a distance of 923.36 feet to a point for a corner;

THENCE, South 00°11'07" East, a distance of 889.91 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 19.18181 acres (835,559.75 sq. ft.) of land more or less.

POOR QUALITY COPY
BEST AVAILABLE FILM

Exhibit A-2

Property description: A 5.000-acre portion of Tract 9D1, Block 13, Upper Valley Surveys, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 5.000-acre portion of Tract 9D1, Block 13, Upper Valley Surveys, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" rebar with cap marked "Subland Inc" found at the intersection of the common boundary between Tracts 9D1A and 9D1, Block 13, Upper Valley Surveys (August 28, 1986, Book 1713, Page 1443, Deed Records, El Paso County, Texas) and the northerly right-of-way of Borderland Road (40-foot right-of-way), from which a 1" rebar found at the intersection of the easterly boundary of Tract 9D1A and the northerly right-of-way of Borderland Road bears North 89°49'00" East, a distance of 245.58 feet; Thence, South 89°49'00" West, along said right-of-way, a distance of 245.25 feet to a 5/8" rebar with cap marked "RPLS 4178" set for the **POINT OF BEGINNING** of this description;

THENCE, South 89°49'00" West, continuing along said right-of-way, a distance of 244.91 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between Tracts 9D and 9D1, Block 13, Upper Valley Surveys;

THENCE, North 00°11'00" West, along said boundary, a distance of 889.91 feet to a 5/8" rebar with cap marked "RPLS 4178" set on the common boundary between Tracts 9D1 and 9C, Block 13, Upper Valley Surveys;

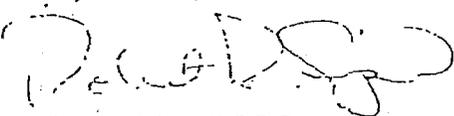
THENCE, South 89°54'00" East, along said boundary, a distance of 244.92 feet to a set 5/8" rebar with cap marked "RPLS 4178";

THENCE, South 00°11'00" East, a distance of 888.70 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 5.000 acres (217,802 square feet) of land more or less.

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

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors



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

Job Number 02-0020B
April 11, 2002

PROPERTY DESCRIPTION
33.045 Acres

Being the description of all of Tract 9C, Block 13, Upper Valley Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found ½ inch rebar at the intersection of Borderland Road (40 feet wide) and Westside Road (40 feet wide) and a found square bolt at the intersection of said Borderland Road and Upper Valley Road bears, North 89°49'00" East, 4,589.55 feet;

THENCE, along the centerline of said Westside Road, North 01°30'00" East, a distance of 1788.28 feet;

THENCE, leaving said centerline, North 89°59'00" East, a distance of 60.02 feet to a set ½ inch rebar with cap marked (Tx2027) at the Northwest corner of said Tract 9C and Southwest corner of Tract 9B1 (book 3620, page 1890) in the East right-of-way line of the La Union East Lateral (40 feet wide) and POINT OF BEGINNING for the herein described tract;

THENCE, along the North line of said Tract 9C, North 89°59'00" East, a distance of 1633.39 feet to a set ½ inch rebar with cap marked (Tx2027) at the Northeast corner of said Tract 9C in the West right-of-way line of the Borderland Spur Drain (110 feet wide);

THENCE along the West line of said Spur Drain, South 00°11'00" East, a distance of 876.08 feet to a set ½ inch rebar with cap marked (Tx2027) at the Southeast corner of said Tract 9C and Northeast corner of Tract 9D1A (book 4241, page 1707);

THENCE, leaving said West line and along the South line of said Tract 9C, North 89°54'00" West, a distance of 1659.05 feet to a set ½ inch rebar with cap marked (Tx2027) at the Southwest corner of said Tract 9C Northwest corner of Tract 9D (book 2823, page 1841) in said East right-of-way line of the La Union East Lateral (40 feet wide);

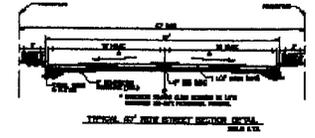
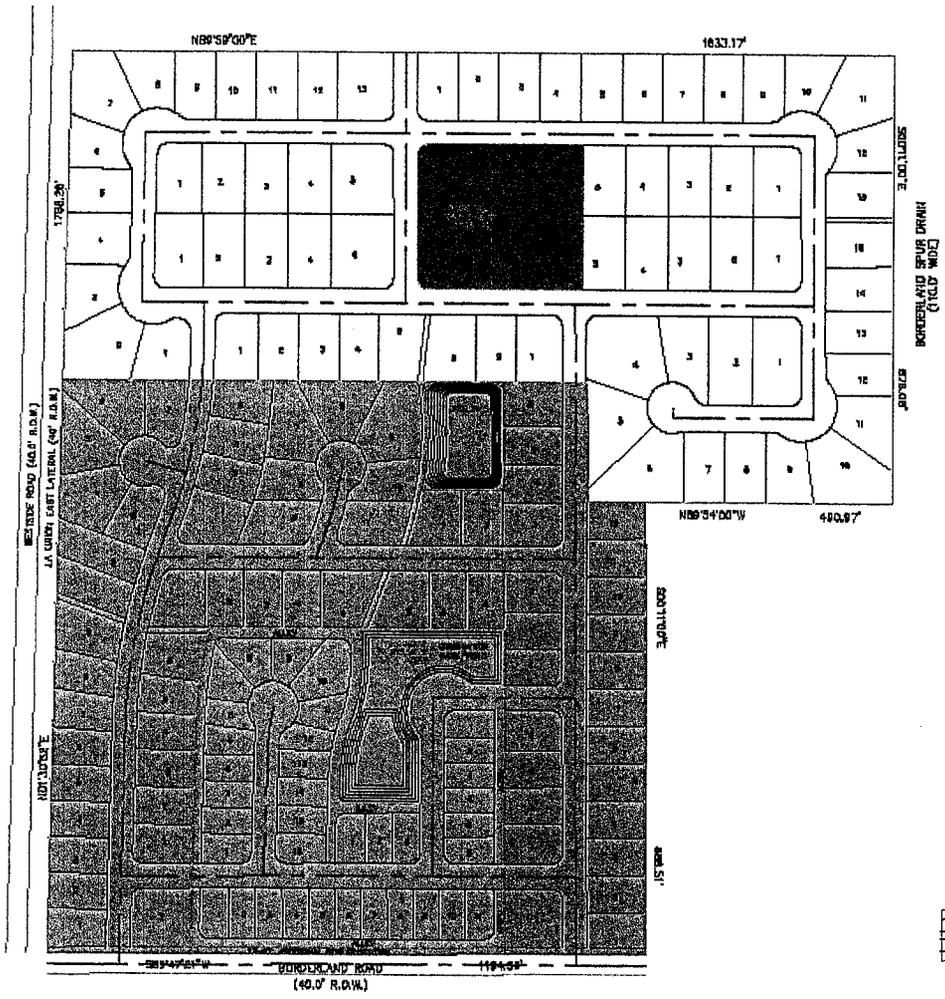
THENCE, along said East right-of-way line, North 01°30'00" East, a distance of 873.00 feet to the POINT OF BEGINNING and containing 33.045 acres of land.

EXHIBIT "B"
DEVELOPMENT PLAN

1-91

BORDERLAND DEVELOPMENT

BEING ALL OF TRACTS 9C, 9D AND 9D1, BLOCK 13,
UPPER VALLEY SURVEYS, EL PASO COUNTY
CITY OF EL PASO, TEXAS
CONTAINING 57.226± ACRES



Lot Area	No. of Lots
10,000 sq ft	17
5,000 sq ft	156
TOTAL	173

Inventory	Area, sq ft
Paved Area	2,400,000
Grass Area	1,200,000
Other Area	2,400,000
TOTAL	6,000,000

LEGEND

	10,000 sq ft
	5,000 sq ft
	5,000 sq ft

DEVELOPMENT PLAN
173 LOTS

CEA
Engineering Group

EXHIBIT "C"

**DESCRIPTION OF PSB FACILITIES AND LINES,
ESTIMATED COST AND REFUND CALCULATION**

EXHIBIT "C"

Construction of the Far West Lift Station, firm pumping capacity 1.5 MGD, and associated 12-inch force main
 Construction of an Interim 6-inch force main and improvement to the existing Laguna Meadows Lift Station.

12/21/2006

Far West County Lift Station

Subdivision	Developer	Acres	LUE	Percent of Lots	Peak Flow	
					(gpm)	(MGD)
Hagan Property		60	192	12.71	118	0.17
Rio Valley Addition	(Winton)	62.626	188	12.44	115	0.17
Los Nogales		47.85	52	3.44	32	0.05
River Park West Unit 7	(O'Leary)	3	12	0.79	7	0.01
SUBTOTAL		198.5	444	29.39	272	0.39
Aircraft Estates	(Schwartz)	61.46	210	13.90	129	0.19
Cottonwood		82.0	42	2.78	26	0.04
Prado Verde		96.0	117	7.74	72	0.10
Canutilo Independent School District		25	50	3.31	20	0.03
other properties		218.46	648	42.88	397	0.57
TOTAL		656.40	1511	100.00	915	1.32

Cost Sharing Breakdown	% of Participants	Refundable Amt. per Participant	Total cost per Participant	Cost per LUE
\$208,792	43.24	\$ 359,013.80	\$ 567,805.84	\$2,957.32
\$204,442	42.34	\$ 351,534.35	\$ 555,976.55	\$2,957.32
\$56,548	11.71	\$ 97,232.90	\$ 153,780.75	\$2,957.32
\$13,050	2.70	\$ 22,438.36	\$ 35,487.66	\$2,957.32
\$482,832	100.00	\$ 830,219.42	\$ 1,313,051.00	
\$228,366				\$45,673
\$54,673				\$127,233
\$127,233				\$54,373
\$54,373				\$704,574
\$704,574				\$1,643,051

Meter size	Demand (GPM)	Equivalent Meter size
5/8 x 3/4"	15	1
1"	37	2.47
1 1/2"	75	5
2"	120	8
3"	240	16
4"	375	25
6"	750	50
8"	1400	93.33
10"	2000	133.33

Far West Lift Station and Associated Force Main (from Lift Station to Int. Borderland and Strahan)

Description	Unit	Quantity	Cost/unit	Total
Installation of 1.5 MGD Lift Station (complete)	EA	1	\$375,000	\$1,100,000
Electrical	LS	1	\$60,000	\$27,401
12-inch Force Main	LF	4400	\$40	\$400,100
Trench Safety System	LF	4400	\$2.50	\$0
Pavement Cut & Restoration (2-inch HMA)	SF	22000	\$14	\$0
2-Sack Backfill	CY	815	\$40	\$0
Dewatering	LS	1	\$35,000	\$35,000
Sub-Total				\$1,562,501
Contingency	%	0		\$50,000
Payment and Performance Bond	%	0	\$30,550	\$30,550
Total Estimate of Probable Cost				\$1,643,051

Force Main (Int. Strahan and Borderland to Proposed Strahan Interceptor)

Description	Unit	Quantity	Cost/unit	Total
12-inch Force Main	LF	0	\$40	\$0
Trench Safety System	LF	0	\$2.50	\$0
Pavement Cut & Restoration (2-inch HMA)	SF	0	\$14	\$0
2-Sack Backfill	CY	0	\$40	\$0
Traffic Control	LS	0	\$15,000	\$0
Sub-Total				\$0
Contingency	%	0		\$0
Engineering	%	0		\$0
Total Estimate of Probable Cost				\$0

Alternative 1. Improvements to Lift Station #142 (Laguna Meadows)

Description	Unit	Quantity	Cost/unit	Total
Lift Station Equipment Upgrade (800 gpm at 56' TDH)	LS	1	\$38,154.00	\$38,154
Miscellaneous	LS	1	\$5,000.00	\$5,000
Installation/Labor	LS	1	\$3,000.00	\$3,000
Sub-Total				\$46,154
Contingency	%	15		\$6,923
Engineering	%	15		\$6,923
Total Estimate of Probable Cost				\$60,000

Total Cost of Lift Station

\$ 1,643,051

Amount NOT Eligible to be Refunded

\$ 208,792	Hagan Property
\$ 204,442	Rio Valley Addition
\$ 56,548	Los Nogales
\$ 13,050	River Park West Unit 7
\$ 55,000	CISD
\$ 275,000	EPWU
\$ 812,832	

Participants In Lift Station
 CISD (thru the EPWU)
 El Paso Water Utilities
 Borderland Development

\$ 55,000
 \$ 275,000
 \$ 1,313,051
 \$ 1,643,051

Amount Eligible to be Refunded

Refundable Number of Lots/LUE-Outside City
 Refundable Amount per Lot/LUE

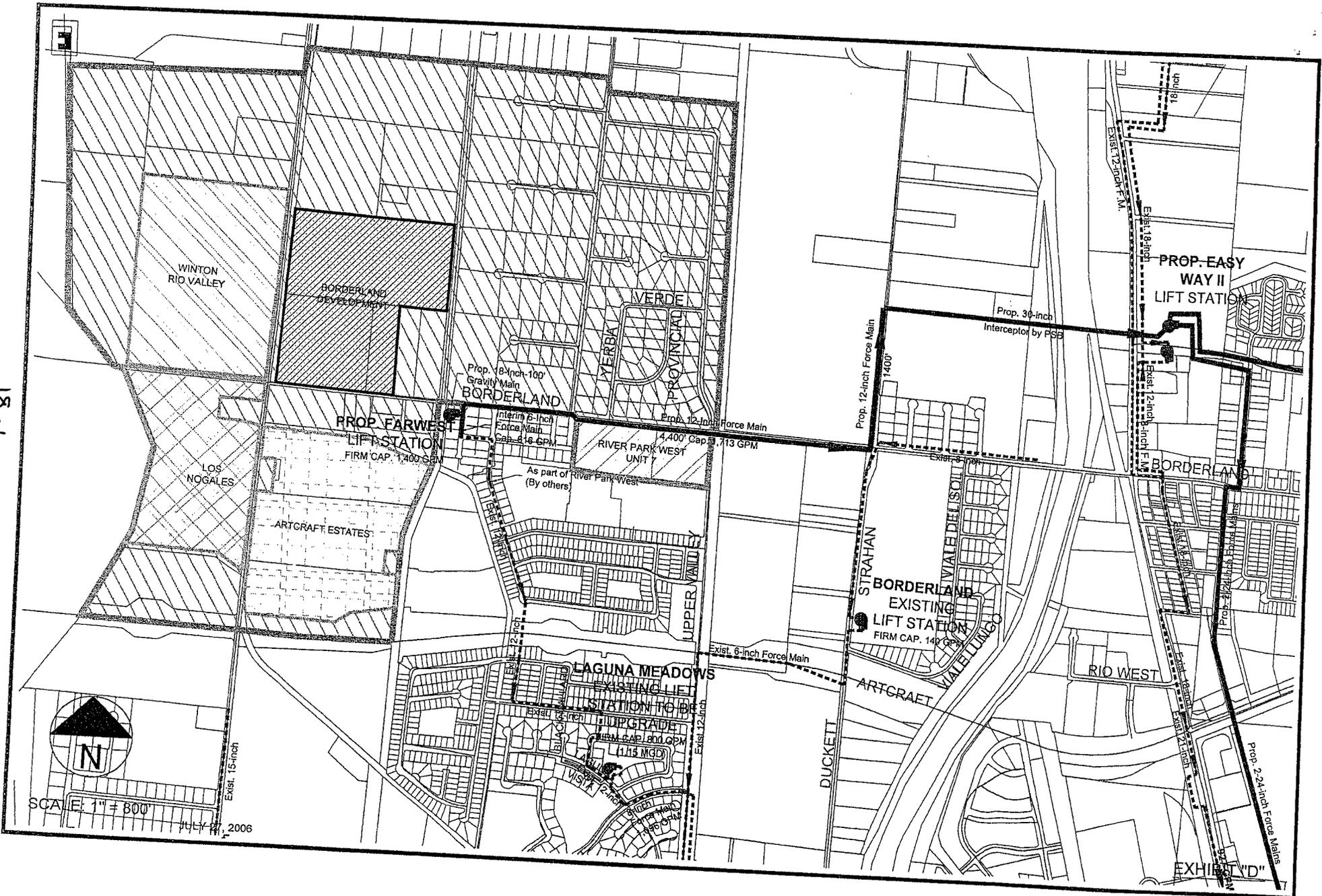
\$ 1,643,051 - \$ 812,832 = \$ 830,219
 1511 - 50 = 1017
 \$ 830,219 + 1017 = \$ 816

17-1

EXHIBIT "D"

PSB FACILITIES LOCATIONS

18-1



SCALE: 1" = 800'

JULY 27, 2006

EXHIBIT "D"

Please return to Braver 151
CITY CLERK'S OFFICE
2 Civic Center Plaza
El Paso, TX 79901-1196

Doc# 20070009334

#Pages 24 #MFPages 1
1/31/2007 9:22:38 AM

SCANNED

Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$108.00

25

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



EL PASO COUNTY, TEXAS

Delia Briones

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INDEXED

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DEPARTMENT OF
DEVELOPMENT