

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

CITY CLERK DEPT.
08 MAY 22 AM 10:08

DEPARTMENT: Development Services Department, Planning Division

AGENDA DATE: Introduction: May 27, 2008
Public Hearing: June 17, 2008

CONTACT PERSON/PHONE: Christina Valles, 541-4930

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

SUBJECT:

An Ordinance annexing the following real property described as: Parcel 1: A portion of Section 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; Parcel 2: Tract 2D4, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; Parcels 3 and 4: Portions of Tract 2d, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; Parcel 5: Tract 2D24, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; and, Parcel 6: Tract 2D5, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas. Subject Property: South of Pebble Hills Boulevard and West of Zaragoza Road. Applicant: Ranchos Real IV, LTD/River Oaks Properties, LTD/El Paso Electric Company. AN07006 (East ETJ, Adjacent to District 5 and 6)

BACKGROUND / DISCUSSION:

See attached report.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

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

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD:

for 

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

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE FOLLOWING REAL PROPERTY DESCRIBED AS:

PARCEL 1: A PORTION OF SECTION 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS;

PARCEL 2: TRACT 2D4, SECTION 46, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS;

PARCELS 3 AND 4: PORTIONS OF TRACT 2D, SECTION 46, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS;

PARCEL 5: TRACT 2D24, SECTION 46, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; AND,

PARCEL 6: TRACT 2D5, SECTION 46, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

WHEREAS, Ranchos Real IV, L.T.D., River Oaks IV, L.T.D., El Paso Electric Company, owners of approximately 35.15 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, the City agrees to annex said property under certain terms and conditions identified under the Annexation Agreement, identified in Exhibit "C" and made a part hereof by reference.

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

That the boundaries of the *CITY OF EL PASO* are hereby extended so as to annex the following real property described in Exhibit "A" lying adjacent to the city limits as they are at present established:

Parcel 1: *A portion of Section 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas;*

Parcel 2: *Tract 2D4, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas;*

Parcels 3 and 4: *Portions of Tract 2D, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas;*

Parcel 5: *Tract 2D24, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; and,*

Parcel 6: *Tract 2D5, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas.*

Further, that the City adopts the Service Plan described as Exhibit "B"; and that the annexation is subject to all terms and conditions cited in the Annexation Agreement, attached as Exhibit "C", by and between the City of El Paso and Ranchos Real IV, L.T.D., River Oaks IV, L.T.D., and the El Paso Electric Company, and that the City Manager be authorized to sign the Annexation Agreement.

PASSED AND APPROVED THIS _____ **day of** _____, 2008.

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:



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

Being a Portion of Section 47,
Block 79, Township 2,
Texas and Pacific Railway Company Surveys,
City Of El Paso, El Paso County, Texas
April 3, 2008
(Parcel 1)

METES AND BOUNDS DESCRIPTION

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

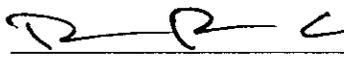
The "TRUE POINT OF BEGINNING" being a found 2" pipe for the common corner of Sections 46 and 47, Block 79, Township 2 and sections 2 and 3, Block 79, Township 3, Texas and Pacific Railway Company Surveys, from which a found 2" pipe for the common corner of Sections 45, 46, 3 and 4 bears South 89°59'06" West a distance of 5312.40;

Thence with the line between section 46 and 47, North 00°34'37" West a distance of 2853.07 feet to a point;

Thence leaving said line, South 89°58'26" East a distance of 100.01 feet to a point;

Thence, South 00°34'37" East a distance of 2853.01 feet to a point on the line between section 47 and 2;

Thence with said line, South 89°59'32" West a distance of 100.01 feet to "TRUE POINT OF BEGINNING" and containing in all 285,316.67 square feet or 6.550 acres of land more or less.


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



job # 307-33

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

Being **Tract 2D24**,
Section 46, Block 79, Township 2,
Texas and Pacific Railway Company Survey,
El Paso County, Texas.
April 3, 2008
(PARCEL 2)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Tract 2D24, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Survey, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

THE "**TRUE POINT OF BEGINNING**" being a found ½" rebar with cap "5152" set for the northeast corner of Section 46, from which a found 1.5" pipe with brass cap in concrete held for the northwest corner of Section 46, bears South 89°57'37" West a distance of 5,307.12 feet, and from which a found 2" pipe with brass cap in concrete held for the southeast corner of Section 46, bears South 00°34'37" East a distance of 5,235.18 feet; said point also being the northeast corner of this parcel as described in Book 3270, Page 779, Real property records of El Paso County, Texas

Thence with said section line, **South 00°34'37" East** (South 00°33'12" East, Book 3270, Page 779) a distance of **262.38** feet to a set ½" rebar with cap "5152" at the southeast corner of this parcel;

Thence leaving said section line, **South 89°57'37" West** (Due West, Book 3270, Page 779) a distance of **125.06** feet (125.13 feet, Book 3270, Page 779) to a set ½" rebar with cap "5152" at the southwest corner this parcel;

Thence with the west line of said parcel, **North 00°02'23" West** (Due North, Book 3270, Page 779) a distance of **262.37** feet to a set ½" rebar with cap "5152" at the northwest corner of this parcel, and the north line of Section 46;

Thence with said section line, **North 89°57'37" East** (Due East, Book 3270, Page 779) a distance of **122.60** feet to "**TRUE POINT OF BEGINNING**" and containing in all 32,490 square feet or **0.746 acres** of land more or less.

Bearing basis is true north for a transverse mercator surface projection as determined by GPS methods based near the center of this site.


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



job #307-69

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

Being a portion of **Tract 2D**,
Section 46, Block 79, Township 2,
Texas and Pacific Railway Company Survey,
El Paso County, Texas.
April 3, 2008
(PARCEL 3)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 2D, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Survey, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found ½" rebar with cap "5152" set for the northeast corner of Section 46, from which a found 1.5" pipe with brass cap in concrete held for the northwest corner of Section 46, bears South 89°57'37" West a distance of 5,307.12 feet, and from which a found 2" pipe with brass cap in concrete held for the southeast corner of Section 46, bears South 00°34'37" East a distance of 5,235.18 feet; thence with the north line of Section 46, South 89°57'37" West a distance of 122.60 feet to a set ½" rebar with cap "5152" at the northwest corner of Tract 2D24 as described in Book 3270, Page 779 and the "**TRUE POINT OF BEGINNING**".

Thence with the west line of said tract, **South 00°02'23" East** (Due South, Book 3270, Page 779) a distance of **262.37** feet to a set ½" rebar with cap "5152" at the southwest corner of said tract;

Thence with the south line of said tract, **North 89°57'37" East** (Due East, Book 3270, Page 779) a distance of **125.06** feet (125.13 feet, Book 3270, Page 779) to a set ½" rebar with cap "5152" at the east line of Section 46;

Thence with said section line, **South 00°34'37" East** (South 00°33'12" East, Book 443, Page 1107) a distance of **262.38** feet to a found ½" rebar with cap "5152" at the southeast corner of parent Tract 2D as described in Book 443, Page 1107);

Thence leaving said section line, **South 89°57'37" West** (Due West, Book 443, Page 1107) a distance of **409.52** feet to a set ½" rebar with cap "5152" at the southeast boundary line of Tract 2D23 as described in Book 4154, Page 330;

Thence, **North 00°02'23" West** (Due North, Book 4154, Page 330) a distance of **262.37** feet to a set ½" rebar with cap "5152" at the northeast corner of said tract;

Thence, **South 89°57'37" West** (Due West, Book 4154, Page 330) a distance of **94.00** feet to a set ½" rebar with cap "5152" at the northwest corner of said tract;

Thence, **South 00°02'23" East** (Due South, Book 4154, Page 330) a distance of **262.37** feet to a set ½" rebar with cap "5152" at the southwest corner of said tract and the south line of parent Tract 2D;

Thence with said south line, **South 89°57'37" West** (Due West, Book 443, Page 1107) a distance of **94.00** feet to a set ½" rebar with cap "5152" at the southeast corner of Tract 2D19;

Thence, **North 00°02'23" West** (Due North, Book 2336, Page 23) a distance of **524.74** feet to a set ½" rebar with cap "5152" at the northeast corner of Tract 2D21 as described in Book 2336, Page 23, the north line of parent Tract 2D, and the north line of Section 46;

Thence with said section line, **North 89°57'37" East** (Due East, Book 443, Page 1107) a distance of **470.00** feet to "**TRUE POINT OF BEGINNING**" and containing in all 255,097 square feet or **5.856 acres** of land more or less.

Bearing basis is true north for a transverse mercator surface projection as determined by GPS methods based near the center of this site.

Plat of even date accompanies this Metes and Bounds.



job #307-69

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

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

Parcel 4

Being a 19.98 acre portion of Section 46,
Block 79, Township 2,
Texas and Pacific Railway Company Surveys,
El Paso County, Texas
April 3, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a 19.98 acre portion of Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at the northeast corner of Section 46, from which the northeast corner of Section 47, bears North $89^{\circ}59'49''$ East a distance of 5315.81 feet; Thence with the northerly line of Section 46, South $89^{\circ}57'37''$ West a distance of 1,644.75 feet to the "TRUE POINT OF BEGINNING".

Thence, South $00^{\circ}02'23''$ East a distance of 493.74 feet to a point;

Thence, South $89^{\circ}57'37''$ West a distance of 1662.56 feet to a point;

Thence, 170.92 feet along the arc of a curve to the right which has a radius of 230.00 feet, a central angle of $42^{\circ}34'40''$, a tangent of 89.62 feet, and a chord which bears North $68^{\circ}45'03''$ West a distance of 167.01 feet to a point;

Thence, North $47^{\circ}27'43''$ West a distance of 115.32 feet to a point at the southeasterly right of way of Zaragoza Road (100' R.O.W.) (F.M. 659);

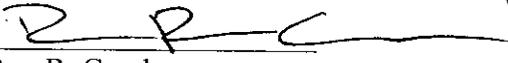
Thence with said right of way line, North $42^{\circ}31'34''$ East a distance of 482.12 feet to a point;

Thence leaving said right of way line, North $89^{\circ}57'37''$ East a distance of 1576.98 feet to "TRUE POINT OF BEGINNING" and containing in all 870,316 square feet or 19.98 acres of land more or less.

Not a ground survey.



job #807-67


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

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

Being **Tract 2D4** and a portion of **Tract 2D**,
Section 46, Block 79, Township 2,
Texas and Pacific Railway Company Surveys,
El Paso County, Texas.
April 3, 2008
(Parcel 5)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Tract 2D4 and a portion of Tract 2D, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found ½" rebar with cap "5152" set for the northeast corner of Section 46, from which a found 1.5" pipe with brass cap in concrete held for the northwest corner of Section 46, bears South 89°57'37" West a distance of 5,307.12 feet, and from which a found 2" pipe with brass cap in concrete held for the southeast corner of Section 46, bears South 00°34'37" East a distance of 5,235.18 feet; thence with the east line of Section 46, South 00°34'37" East a distance of 524.76 feet to a found ½" rebar with cap "5152" at the southeast corner of parent Tract 2D as described in Book 443, Page 1107); Thence with the south line of said parent tract, South 89°57'37" West (Due West, Book 443, Page 1107) a distance of 1,525.81 feet to a set ½" rebar with cap "5152" at the southwest corner of Tract 2D1 as described in Book 772, Page 1509 and the "**TRUE POINT OF BEGINNING**".

Thence continuing with south line of said parent tract, **South 89°57'37" West** (Due West, Book 443, Page 1107) a distance of **1,786.42** feet to a set ½" rebar with cap "5152" at the southeasterly corner of Tract 2D5 as reference in Book 2207, Page 0092;

Thence leaving south line of parent tract, **North 00°02'23" West** (Due North, Book 2207, Page 0092) along the boundary line of Tract 2D5, a distance of **1.00** feet to a set ½" rebar with cap "5152" at a point of curvature;

Thence with said tract line, **193.21** feet along the arc of a curve to the right which has a radius of **260.00** feet, a central angle of **42°34'40"**, and a chord which bears **North 68°45'04" West** a distance of **188.80** feet to a set ½" rebar with cap "5152";

Thence with said tract line, **North 47°27'43" West** (North 47°26' West, Book 2207, Page 0092) a distance of **95.31** feet (95.33 feet, Book 2207, Page 0092) to a set ½" rebar with cap "5152";

Thence with said tract line, **31.42** feet along the arc of a curve to the left which has a radius of 20.00 feet, a central angle of **89°59'58"**, and a chord which bears **South 87°32'18" West** a distance of **28.28** feet to a set ½" rebar with cap "5152" at the southeasterly right of way line of Zaragosa Road (100' R.O.W.) (F.M. 659);

Thence with said right of way, **North 42°31'34" East** a(North 42°32'00" East, Book 443, Page 1107) a distance of **50.00** feet to a set ½" rebar with cap "5152" at the southerly line of Tract 2D16 as described in Book 1753, Page 9;

Thence with said southerly line, **South 47°27'43" East** (South 47°25'20" East, Book 1753, Page 9) a distance of **115.32** feet (115.42 feet, Book 1753, Page 9) to a set ½" rebar with cap "5152" at a point of curvature, from which a found ⅝" rebar bears North 17°45'51" East a distance of 0.20 feet;

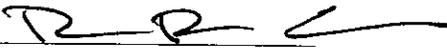
Thence with said southerly line, **170.92** feet along the arc of a curve to the left which has a radius of **230.00** feet, a central angle of **42°34'40"**, and a chord which bears **South 68°45'02" East** a distance of **167.01** feet to a set ½" rebar with cap "5152" at a point of tangency;

Thence with said southerly line, **North 89°57'37" East** a(Due East, Book 1753, Page 9) a distance of **1,786.42** feet to a set ½" rebar with cap "5152" at the westerly boundary line of Tract 2D1;

Thence, **South 00°02'23" East** a (Due South, Book 772, Page 1509) a distance of **31.00** feet to "**TRUE POINT OF BEGINNING**" and containing in all 64,378 square feet or 1.478 acres of land more or less.

Bearing basis is true north for a transverse mercator surface projection as determined by GPS methods based near the center of this site.

Plat of even date accompanies this Metes and Bounds.


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



job #307-69

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

Parcel 6
Being **Tract 2D5**,
Section 46, Block 79, Township 2,
Texas and Pacific Railway Company Surveys,
El Paso County, Texas.
April 3, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Tract 2D5, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at the northeast corner of Section 46, from which the northwest corner of Section 46, bears South 89°57'37" West a distance of 5,307.12 feet, and the southeast corner of Section 46, bears South 00°34'37" East a distance of 5,235.18 feet; thence with the east line of Section 46, South 00°34'37" East a distance of 524.76 feet to a found ½" rebar with cap "5152" at the southeast corner of parent Tract 2D as described in Book 443, Page 1107); Thence with the south line of said parent tract, South 89°57'37" West (Due West, Book 443, Page 1107) a distance of 3312.23 feet to a point at the southwest corner of Tract 2D1 as described in Book 772, Page 1509 and the "**TRUE POINT OF BEGINNING**".

Thence continuing with said south line, **South 89°57'37" West** a distance of **396.36** feet to a point at the southeasterly right of way line of Zaragoza Road (100' R.O.W.) (F.M. 659);

Thence with said right of way line, **North 42°31'34" East** a distance of **180.36** feet to a point of curvature;

Thence leaving said right of way line, **31.42** feet along the arc of a curve to the right which has a radius of **20.00** feet, a central angle of **89°59'58"**, a tangent of 20.00 feet, and a chord which bears North 87°32'18" East a distance of 28.28 feet to a point of tangency;

Thence, **South 47°27'43" East** a distance of **95.31** feet to a point of curvature;

Thence, **193.21** feet along the arc of a curve to the left which has a radius of **260.00** feet, a central angle of **42°34'39"**, a tangent of 101.31 feet, and a chord which bears South 68°45'04" East a distance of 188.80 feet to a point;

Thence leaving said arc, **South 00°02'23" East** a distance of **1.00** feet to "TRUE POINT OF BEGINNING" and containing in all 23,087 square feet or **0.530** acres of land more or less.

Not a ground survey.

CITY CLERK DEPT
08 MAY 22 AM 10:00

CITY OF EL PASO ANNEXATION SERVICE PLAN

INTRODUCTION

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 of the Texas Local Government Code. This Plan is made specifically for a 35.15-acre property located in the City's West Extraterritorial Jurisdiction (ETJ). The area includes Parcel 1: A portion of Section 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; Parcel 2: Tract 2D4, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; Parcel 3: A portion of Tract 2D, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; Parcel 4: A portion of Tract 2D, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; Parcel 5: Tract 2D24, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas; Parcel 6: Tract 2D5, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit, "A" which is attached to the annexation ordinance of which this Plan is a part.

EFFECTIVE TERM

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

INTENT

It is the intent of the City of El Paso that services under this Plan shall provide full municipal services in accordance with State law and the Annexation Agreement entered into by the property owners and the City at the time of the approval of the annexation of the subject property, and in case of conflict as allowed by law the terms of the Annexation Agreement shall control.

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

SERVICE COMPONENTS

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

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

1. Immediate Services Program

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

- a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area on the effective date of annexation. These services include:
 - average patrols and responses;
 - handling of complaints and incident reports;
 - special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.

- b. Fire Protection. The El Paso Fire Department will provide emergency and fire prevention services in the annexation area, on the effective date of annexation. These services include:
 - fire suppression and rescue;
 - emergency medical services;
 - hazardous materials mitigation and regulation;
 - emergency prevention and public education efforts;
 - construction plan review;
 - inspections.

- c. Solid Waste Collection. The Environmental Services Department will provide solid waste collection services in the annexation area on the effective date of annexation. Services currently provided in the City for single-family residences include:
 - Dead animal collection - dead animals are removed from roadways upon request.
 - Residential garbage collection
 - Residential recycling collection

Commercial garbage collection service for businesses, multi-family residences, and mobile home parks is available on a subscription basis from the City or private service providers.

- d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water Utilities (EPWU) will maintain water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility and as governed by their Rules and Regulations.

- e. Maintenance of Roads and Streets, Including Street Lighting. The City's Streets Department will maintain public streets over which the City has jurisdiction. These services include:
 - emergency pavement repair;
 - ice and snow monitoring of major thoroughfares
 - repair maintenance of public streets on as-needed basis and in accordance with established policies of the City.

- f. Maintenance of Parks, Playgrounds, and Swimming Pools. There are no public recreation facilities in the annexation area.

2. Additional Services

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

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

3. Capital Improvements Program

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

- a. Police Protection. Capital improvements are necessary at this time to provide Police services. The command will need to be staffed by all ranks from Commander to Patrol Officer along with Civilian support. A new regional command is overdue as the El Paso Police Department has determined that the current Pebble Hills Regional Command (PHRC) located at 10780 Pebble Hills is of inadequate size and lacks both adequate accommodations and location for the extended police personnel requirement necessary to meet population and development projections within its radically expanding Eastside Police Region. A proposed site at Edgemere and Rich Beem has been dedicated to the City and is of sufficient size to accommodate a joint facility use with the Fire Department and the Police Department. This location successfully meets the site selection criteria.
- b. Fire Protection. No capital improvements are necessary at this time to provide Fire services but may be necessary in the future. Fire Department coverage areas for the city are based on ISO standards that require a Fire Station to be a Mile and a Half (driving distance) from every facility and two and a half miles from a fire station with aerial capabilities.

- c. Solid Waste Collection. No capital improvements are necessary at this time to provide collection services but may be necessary in the future.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations. Capital improvements will be initiated pursuant to the facilities plan for the annexed area. Water and Wastewater services to new subdivisions will be provided according to the standard policies and procedures of the El Paso Water Utilities, which may require the developer of a new subdivision to install water and wastewater utility lines. The extension of water and sewer service will be provided in accordance with the adopted Rules and Regulations of the El Paso Water Utilities. The nearest City of El Paso water line is a 16 inch line located at the extension of Rich Beem Boulevard at Pebble Hills Drive, approximately 2000 feet from proposed annexation. The nearest City of El Paso sewer line is a 42 inch line located at Tierra Este Drive approximately 6300 feet from the proposed annexation. A 36 inch diameter sanitary sewer main is in construction along Ventanas Drive, from Tierra Este Drive east approximately 2000 ft, and north through the Ventanas Subdivision Unit 1, along Orofess Drive, thru Tierra Del Este Unit 56, and along the future Extension of Rich Beem to Pebble Hills Blvd. Annexation fees will be due at the time of application.
- e. Roads and Streets. Pebble Hills Drive and Rich Beem Boulevard will be extended through the subject property in accordance with the City's Master Thoroughfare Plan and will be dedicated and improved by the property owner in accordance with the Annexation Agreement. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary at this time to provide services but may be necessary in the future.
- g. Drainage Facilities. No capital improvements are necessary at this time to provide services but may be necessary in the future.
- h. Street Lighting. It is anticipated that the developer of new subdivisions in the area will install public street lighting in accordance with the City's standard policies and procedures. In other cases, the City will install public street lighting in the annexation area upon request in accordance with established street lighting policies of the City.
- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services in accordance with established policies of the City.

AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the

City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules regulations of governmental bodies and officers having jurisdiction.

FORCE MAJEURE

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

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

EXHIBIT "C"
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2008, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and Ranchos Real IV, LTD, River Oaks Properties, LTD and the El Paso Electric Company (hereinafter referred to as "Owner");

WHEREAS, Owner is the owner of record of the real property described in Exhibit "A", which is attached to the Ordinance approving the annexation of this property and this annexation agreement (which real property is hereinafter referred to as "Property"), and which real estate is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and

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

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

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

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

One: 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.

Two: Owner hereby agrees that the development of the Property shall be in accordance with the rules and regulations of the City, including Public Service Board Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided in this Agreement.

Three: Owner hereby agrees that within 90 days of the passage of the ordinance annexing Property, Owner shall apply for a subdivision plat in accordance with the procedures of Title 19 (Subdivisions) of the Code.

Four: Immediately upon passage of the ordinance annexing Property, the Property shall automatically be classified as R-F (Ranch and Farm) in accordance with Section 20.06.070 of the Code, pending a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council as provided in the

case of amendment in Sections 20.04.340 through 20.04.380 and 20.04.400. A public hearing by the City Plan Commission on the appropriate zoning classification for a newly annexed parcel, as required by Sections 20.04.340 through 20.04.380 and 20.04.400, may be held jointly with the public hearing required for annexation; provided, that the Commission complies with all the procedures required for each public hearing.

Five: Owner agrees to provide for the dedication and improvement of public neighborhood parkland or provide fees based on the requirements of Title 19 (Subdivisions) of the Code.

Six: It is agreed by the City of El Paso that the Owner shall be eligible for reimbursement of costs for in connection with overwidth paving for the extension of Pebble Hills Drive and Rich Beam Boulevard. Owner shall not be obligated to dedicate, construct, and maintain the improvements to the right-of-way for arterial streets added to the City's MTP after the Effective Date, unless the MTP is amended at the request of the Owner(s) and results in the addition or upgrade of the status of the arterial street. If the City amends the MTP with respect to the Property, after the Effective Date, then the Owner may request or be eligible for reimbursement for any costs associated or in connection with claims for overwidth paving from the City.

Seven: In addition to any other fees required by the Public Service Board Regulations, Owner agrees to pay a water and wastewater annexation fee to the El Paso Water Utilities-Public Service Board for each three-quarter inch (3/4") equivalent water meter that is connected to the public water system as follows:

<u>Meter Size</u>	<u>Water (in Dollars)</u>	<u>Wastewater (in Dollars)</u>
5/8" x 3/4"	618	358
1"	1,525	884
1 1/2"	3,092	1,792
2"	4,948	2,868
3"	9,896	5,734
4"	15,462	8,960
6"	30,924	17,921
8"	57,725	33,451
10"	82,465	47,788

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

The water and wastewater annexation fee shall be increased by three (3) percent on March 1, 2009, and each year thereafter, compounded annually. Payment of the water and wastewater annexation fee shall be due at the time of application for water and wastewater connection to the system. Existing water and wastewater connections are not subject to these fees. The annexation fee set forth herein shall not be increased in relation to the Property nor shall the Owner be responsible for payment of impact fees or other new fees, regardless how named, which may serve purposes identical to or similar to the Annexation Fee.

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

Notice: Any formal notice or other communication (“Notice”) 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. For the purpose 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
2 Civic Center Plaza
El Paso, Texas 79901

Copy to: City Clerk
Same Address as above

(2) OWNER: Ranchos Real IV, LTD.
Attn: Douglas A. Schwartz, Vice President
1790 Lee Trevino, Suite 601
El Paso, Texas 79936

River Oaks Properties, LTD
Attn: Adam Frank, Vice President
106 Mesa Park, TX 79912
El Paso, TX 79912

El Paso Electric Company
Attn: Hector R. Puente
P.O. Box 982
El Paso, TX 79960

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 (5) 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.

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

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

In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty (30) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity.

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

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

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the

overall purpose and operation of this Agreement. If the City or Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to disannex the Property. If the Owner has made such determination, the Owner shall have the option to terminate this Agreement. Such judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

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 courts of 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 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 even 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 Wilson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Lupe Cuellar
Assistant City Attorney

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

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2008, by Joyce Wilson, as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

08 MAY 22 AM 10:09
CITY CLERK DEPT

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2008.

Owner(s):

Ranchos Real IV, LTD.

By: Ranchos Real Developers, Inc.

Its: General Partner

By: 

Douglas A. Schwartz

Title: Vice President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

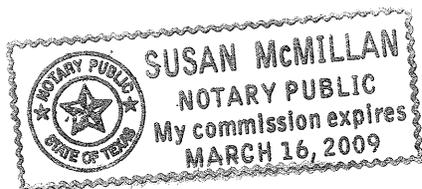
CITY CLERK DEPT.
08 MAY 23 PM 2:43

This instrument was acknowledged before me on the 22nd day of May, 2008, by Douglas A. Schwartz, Vice President of Ranchos Real Developers, Inc., a Texas Corporation, as general partner and on behalf of **Ranchos Real IV, LTD.**, a Texas limited partnership, Owner.


Notary Public, State of Texas
Notary's Printed or Typed Name:

Susan McMillan

My Commission Expires:
3-16-2009



ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2008.

Owner(s):

By: *Adam Frank*

Title: *President*
River Oaks Properties, LTD

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the *22nd* day of *May*, 2008, by Adam Frank, on behalf of **River Oaks Properties, LTD**, Owner.

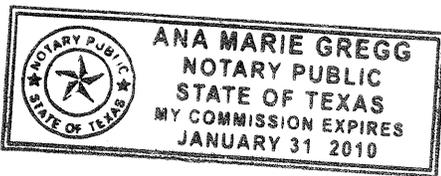
Ana Marie Gregg

Notary Public, State of Texas
Notary's Printed or Typed Name:

ANA MARIE GREGG

My Commission Expires:

1-31-2010



CITY CLERK DEPT.
08 MAY 23 PM 2:43

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2008.

Owner(s):

By: Gary Sanders

Title: General Counsel
El Paso Electric Company

ACKNOWLEDGEMENT

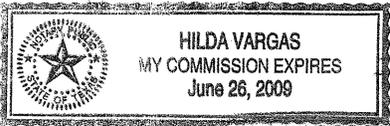
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 23rd day of May, 2008, by Gary Sanders, on behalf of El Paso Electric Company, Owner.

Hilda Vargas
Notary Public, State of Texas

Notary's Printed or Typed Name:
Hilda Vargas

My Commission Expires:
6/26/2009



CITY CLERK DEPT.
08 MAY 23 PM 2:43

CITY COUNCIL

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER

PATRICIA D. ADAUTO
DEPUTY CITY MANAGER



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

**DEVELOPMENT SERVICES
PLANNING DIVISION**

MEMORANDUM

DATE: May 21, 2008
TO: The Honorable Mayor and City Council
Joyce A. Wilson, City Manager
FROM: Christina Valles, AICP, Lead Planner
SUBJECT: AN07001

The City Plan Commission (CPC), on April 24, 2008, voted to recommend **APPROVAL** of annexing the subject property, concurring with Staff's recommendation.

The CPC found that this annexation is in conformance with The Plan for El Paso. The CPC also determined that this annexation protects the best interest, health, safety and welfare of the public in general; that the proposed uses are compatible with adjacent land uses; and the effects of the annexation will have no effects on the natural environment, social economic conditions, and property values in the vicinity and the city as a whole.

Attachment: Staff Report



AN07006

Application Type: Annexation
Property Owner(s): Ranchos Real IV, LTD/River Oaks IV, LTD/El Paso Electric Company
Representative(s): Conde, Inc.
Legal Description: Parcel 1: A portion of Section 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Parcel 2: Tract 2D4, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Parcel 3: A portion of Tract 2D, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Parcel 4: A portion of Tract 2D, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Parcel 5: Tract 2D24, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Parcel 6: Tract 2D5, Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Location: South of Pebble Hills Boulevard and West of Zaragoza Road
Representative District: West ETJ (Adjacent to Districts 5 and 6) **Area:** 35.15 Acres
Present Zoning: N/A **Present Use:** Vacant
Proposed Use: Mixed used per approved Development Agreement (Phase II)
Surrounding Land Uses: **North:** R-5, C-2/c / Vacant; **South:** East ETJ / Vacant; **East:** East ETJ / Vacant; **West:** East ETJ, R-F, R-5, C-2/c / Vacant, Single-family Residential
Year 2025 Designation: **N/A, Residential (East ETJ)**



General Information:

The applicant requests annexation in accordance with Chapter 43 Subchapter C of the Texas Local Government Code. The property consists of 35.15 acres of land and currently vacant. The applicant is proposing mixed commercial uses on the property. Pebble Hills Drive and Rich Beam Boulevard will be extended through portions of the subject property in accordance with the Master Thoroughfare Plan.

A separate rezoning application, ZON08-00009, is in process for the subject property. This application, along with rezoning case ZON08-00009, was postponed from the April 10, 2008 CPC meeting per the applicant's request. A new notice was published in the El Paso times in accordance with Texas Local Government Code Chapter 43.063.

Staff Recommendation:

The Development Coordinating Committee (DCC) recommends **APPROVAL** of this request for annexation. The approval is subject to an annexation agreement to be entered into by the owner and the City at the time of approval by the City Council of the area proposed to be annexed, and a service plan to be approved with the ordinance approving the annexation pursuant to Chapter 43 of the Texas Local Government Code. The approval recommendation is subject to the following conditions to be included in the annexation agreement:

1. Buildings shall relate to and be oriented toward the street.
2. Parking for cars shall be behind buildings away from the street or situated in a landscaped courtyard and screened from view.
3. Air conditioning units, trash containers, and utility boxes shall be screened from the street view by low walls, fences and/or landscaping.
4. Service areas shall be located at the rear of the lot and screened from view.
5. Exterior lighting shall match building type and scale.

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 East ETJ designates portions of this property for **Residential** land 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 East ETJ;
- implement the long range goals of the City's Comprehensive Plan.

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 commercial 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 objection to the annexation or agreement. Request complies with arterial system in the MTP.

Construction of major roadways (Rich Beem, Pebble Hills, Edgemere, John Hayes, Tim Foster, Ralph Seitsinger) and connections to Zaragoza shall be critical to provide adequate access, and should be required prior to approval of subdivisions in the area proposed for annexation.

Fire Department Comments:

No objections.

EI Paso Water Utilities Comments

No objections.

List of Attachments

Attachment 1: Application

Attachment 1: 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: South of Pebble Hills & West of Zaragoza Dr., intersection of Rich Beam and Montwood
2. Legal Description of Property: Being a portion of Sections 46 & 47, Block 79, Township 2, Texas and Pacific Railroad Co. Surveys, City of El Paso, El Paso County, Texas
3. Area of Property: 35.14 acres
(square footage and / or acreage)
4. Name of Property Owner: Ranchos Real IV, LTD.
Address: 1790 Lee Trevino, Suite 601, El Paso, TX 79936
(Street) (City) (State) (Zip)
Telephone: 915-592-0290

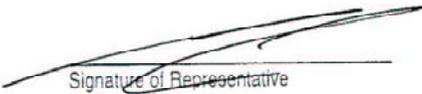
IF MULTIPLE OWNERSHIP, IDENTIFY ALL PROPERTY OWNERS IN SPACE PROVIDED ON ITEM 9 ON THE BACK OF THIS FORM.

5. Name of Representative: Conde, Inc.
Address: 1790 Lee Trevino, Suite 400, El Paso, TX 79936
(Street) (City) (State) (Zip)
6. Existing Improvements on Property: None
7. Proposed Improvements on Property: Mixed uses as per development agreement.
8. Reasons for Request to Annex: To allow for consistent annexation that abutts the existing Tierra Del Este Master Planned area that was previously annexed.

Ranchos Real IV, LTD.
By: Ranchos Real Developers, Inc.
ITS GENERAL PARTNER


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).

Douglas A. Schwartz, Vice -President


Signature of Representative

FEE: \$550.00
Cashiers Validated Stamp

FEES ARE NOT REFUNDABLE

9. _____ (Name) _____ (Address) _____ (Signature)

River Oaks Properties, LTD, 106 Mesa Park Dr., *Adam Frank*
 _____, El Paso, TX 79912, Adam Frank, Vice President
 _____, 915-225-4739, _____

El Paso Electric Company, P.O. Box 982, *Hector R. Pgente*
 _____, El Paso, TX 79960, Hector R. Pgente,
 _____, Vice President
 _____, _____

EACH ITEM ON THIS FORM MUST BE COMPLETED AND ALL EXHIBITS AS REQUIRED BELOW SHALL BE SUBMITTED BEFORE THE PROPOSED ANNEXATION MAY BE PROCESSED. A COPY OF THE PROCEDURAL REQUIREMENTS FOR ANNEXATIONS IS ATTACHED FOR YOUR INFORMATION.

EXHIBITS TO BE SUBMITTED:

- A. ONE COPY OF COMPLETED FORM, APPLICATION FOR ANNEXATION
- B. ONE COPY OF METES AND BOUNDS DESCRIPTION OF PROPERTY
- C. FIFTEEN COPIES OF SITE PLAN
- D. ONE COPY OF LOCATION MAP
- E. ONE COPY OF PROOF OF OWNERSHIP

FOR OFFICE USE ONLY

Date Submitted: _____ Received by: _____

Filed Application Complete: (Check)

Form Complete	Location Map Attached
M & B Description Attached	Proof of Ownership Attached
Site Plan Attached (15 Copies)	Fee Paid

Application: Accepted on _____ (Date)
 Refused _____

Service Plan Approved by Council: _____ (Date)

First Public Hearing: _____ (Date) _____ (Location) _____ (Time)

Second Public Hearing: _____ (Date) _____ (Location) _____ (Time)

CPC Recommendation: Approve
 Approve with Conditions
 Disapprove

Introduction of Ordinance: _____ (Date)

Final Action by City Council: _____ (Date)

Approved
 Disapproved