

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

**DEPARTMENT:** Office of Economic Development  
**AGENDA DATE:** June 19, 2007  
**CONTACT PERSON/PHONE:** Kathy Dodson, PhD, Director 541-4682  
**DISTRICT(S) AFFECTED:** ALL (site location District 1)

CITY CLERK DEPT.  
07 JUN 14 AM 11:00

**SUBJECT:**

**BACKGROUND/DISCUSSION:**

On June 7, 2007 the Econ Dev & Com Dev LRC unanimously approved in Executive Session that this item go to Council for discussion and action. This item is presented pursuant to this directive. Tax Abatement & Texas Enterprise Zone Project nomination used as an inducement for ADP to construct a new facility and provide new quality job opportunities for El Pasoans.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**  
Regular Agenda: March 13, 2007 Council approved an incentive package for current operations.

**AMOUNT AND SOURCE OF FUNDING:**

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

General Fund

**BOARD/COMMISSION ACTION:**

**Enter appropriate comments or N/A**

Request council approve a resolution nominating ADP as an enterprise zone project.

Request council approve resolution that the City Manager be authorized to send written notice to the governing body of each taxing entity of the City of El Paso's intent to enter into a Tax Abatement Agreement with ADP and that the City Manager be authorized to sign a Tax Abatement Agreement with ADP, Inc. after the expiration of the seven (7) day notice period required by 312.0241 of the Texas Tax Code.

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

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

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

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

**APPROVED FOR AGENDA:**

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

# RESOLUTION

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

That the City Manager or her designee be authorized to send written notice to the presiding officer of the governing body of each taxing entity having jurisdiction over the property described in Attachment "A" as attached and fully incorporated herein, of the City of El Paso's intent to enter into a Tax Abatement Agreement by and between the City of El Paso and ADP, Inc. for a new Solutions/Technical Support Facility on such referenced property; and

Be it further resolved that the City Manager be authorized to sign a Tax Abatement Agreement with ADP, Inc. in form and substance substantially similar to the proposed Tax Abatement Agreement attached as Attachment "B" and fully incorporated herein after the expiration of the seven (7) day notice period required by §312.0241 of the Texas Tax Code.

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

CITY OF EL PASO, TEXAS

ATTEST:

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

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

CITY CLERK DEPT.  
07 JUN 14 AM 11:00

APPROVED AS TO FORM:

*for: Sylvia Borunda Firth*  
\_\_\_\_\_  
Sylvia Borunda Firth  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

Attachment "A"

Property description: A 9.383-acre portion of Tract 2D, Nellie D. Mundy Survey 240 and Tract 10B4, Nellie D. Mundy Survey 239, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 9.383-acre portion of Tract 2D, Nellie D. Mundy Survey 240 and Tract 10B4, Nellie D. Mundy Survey 239, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

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

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

7 THENCE, South 05°58'55" West, a distance of 514.76 feet to a set 5/8" rebar with cap marked "RPLS 4178";

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THENCE, North 05°58'55" East, along said boundary, a distance of 514.76 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 9.383 acres (408,719 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 K. Seipel, R.P.L.S.  
President  
Texas License No. 4178

Job Number 06-0030A  
August 31, 2006

CITY CLERK DEPT.  
07 JUN 14 AM 11:00

ATTACHMENT "B"

CITY OF EL PASO  
AND  
ADP Inc.  
"APPLICANT"

CITY CLERK DEPT.  
07 JUN 14 AM 11:00

**TAX ABATEMENT AGREEMENT**

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

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

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

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

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

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

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

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

**WHEREAS**, Section 312.2011 of the Texas Tax Code provides that the designation of an area as an enterprise zone under Chapter 2303 of the Texas

Government Code constitutes designation of the area as a tax abatement reinvestment zone under chapter 312 of the Texas Tax Code, without further hearing or other procedural requirements other than those provided by Chapter 2303 of the Texas Government Code;

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

**WHEREAS, APPLICANT** is the owner of **REAL PROPERTY** described as a 9.383 acre portion of Tract 2D, Nellie D. Mundy survey and Tract 10B4, Nellie D. Mundy Survey 239 El Paso Texas and further described in **EXHIBIT A**, and agrees to construct a facility located within the City of El Paso, El Paso County, Texas;

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

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

**WHEREAS, APPLICANT** acknowledges and agrees to expend a minimum of Ten Million Seven Hundred Fifty Thousand Dollars (\$10,750,000.00) in total real improvements and new business personal property and open a Solutions/Technical Support Facility.

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

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

## **SECTION 1. FINDINGS INCORPORATED.**

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

07 JUN 14 AM 11:00  
CITY CLERK DEPT.

## SECTION 2. DEFINITIONS.

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

- (a) **Agreement.** The word "Agreement" means this Tax Abatement Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **CITY.** The word "**CITY**" means the City of El Paso, Texas. For purposes of this Agreement, City's address is City of El Paso, 2 Civic Center Plaza, El Paso, Texas 79901-1196.
- (c) **Full-Time Employment.** The words "Full-Time Employment" mean a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period, including allowance for vacation and sick leave, with full company benefits, including company paid health insurance, and employed exclusively and on-site at the **REAL PROPERTY** in the City of El Paso, Texas.
- (d) **APPLICANT.** The words "**APPLICANT**" mean the ADP, Inc., a Delaware Corporation. For the purposes of this Agreement, APPLICANT's address is 1 ADP Blvd, Roseland, NJ 07068.
- (e) **REAL PROPERTY.** The words "**REAL PROPERTY**" means the Solutions / Technical Support Facility property owned and operated by **APPLICANT**, and described in **EXHIBIT A**.

## SECTION 3. PROPERTY SUBJECT TO TAX ABATEMENT.

The real property subject of this Agreement shall be a fee simple interest in certain real property described in **EXHIBIT A**. The property is hereinafter referred to as the **REAL PROPERTY** and is located within El Paso County, which is designated as a distressed county by the Governor's Texas Economic Development Bank. The **REAL PROPERTY** involves the construction of a Solutions/Technical Support Facility located on site referenced in **EXHIBIT A**. The **REAL PROPERTY** shall be subject to a tax abatement to the extent the market value thereof, as reflected on the tax rolls of the El Paso Central Appraisal District, in each such year, exceeds the value thereof, as reflected on the tax rolls, in year immediately preceding the commencement of repairs or improvements to the **REAL PROPERTY**.

07 JUN 14 AM 11:00  
CITY CLERK DEPT.

**SECTION 4. TAX ABATEMENT.**

Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the **CITY**, a portion of ad valorem real taxes from the repairs or improvements on the **REAL PROPERTY** and **PERSONALTY** added to the **REAL PROPERTY** by **APPLICANT** and otherwise owed to the **CITY** shall be abated as follows:

- (a) Term. The tax abatement period for **REAL PROPERTY** and **PERSONALTY** shall be five (5) years, with the first year of tax abatement being the first tax year that begins after the issuance of the Certificate of Occupancy for **REAL PROPERTY** (i.e., the tax abatement period starts on January 1 of such year). Further, the term of this Agreement shall extend until eighteen (18) months after the expiration date of this Agreement.
- (b) Abatement Amount. The tax abatement rate for each such year during the tax abatement period shall be 50% and will apply to the portion of the value of **REAL PROPERTY** including **PERSONALTY** added to and located on the **REAL PROPERTY** that is subject to abatement, as set forth in Section 3 and such qualifications as noted elsewhere in this Agreement. Eligibility for abatement shall be contingent on meeting end of year (December 31) total full time employment job requirements as stated in the table below:

	1	2	3	4	5
	2009	2010	2011	2012	2013
Abatement %					
50	90-179	180-269	270-404	405-539	540>

Said abatement of the taxes assessed on the **REAL PROPERTY** including **PERSONALTY** added to and located on the **REAL PROPERTY** shall be based upon the increased value of the **REAL PROPERTY** over the value in the year in which this Agreement is executed and in accordance with the terms of this Agreement and all applicable federal, state, and local laws and regulations.

**SECTION 5. USE OF PROPERTY.**

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

CITY CLERK DEPT.  
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**SECTION 6. DEFAULT AND RECAPTURE PROVISION.**

(a) Event of Default.

In the event that (A) **APPLICANT** fails to: (1) complete construction of the repairs or improvements to **REAL PROPERTY**; (2) create, staff, and maintain Full-Time Employment positions for the **REAL PROPERTY**; in accordance with this Agreement; or (B) **APPLICANT** breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that **APPLICANT** defaults in its performance of (A) or (B) above, then the **CITY** shall give **APPLICANT** written notice of such default and if **APPLICANT** has not cured any default within sixty (60) days or if such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, then if **APPLICANT** fails to commence such cure with such sixty (60) day period or fails to continuously thereafter diligently prosecute the cure of such failure of said written notice this Agreement may be terminated by the **CITY**, and the taxes abated by virtue of this Agreement shall be recaptured and paid within sixty (60) days from the date of termination.

(b) Recapture Provisions.

Jobs Created:

(A) **APPLICANT** agrees that it shall create, staff, and maintain the Full-Time Employment positions for the **REAL PROPERTY**, as listed on **Exhibit B** within thirty-six (36) months from the effective date of this Agreement, and shall maintain these positions as listed on **Exhibit B** through the full term of this Agreement. **APPLICANT** shall report to the **CITY**, on a quarterly basis, its employment level, distributed by wage brackets, and any other pertinent information that would affect the ability of the operation of the **REAL PROPERTY**. Such reports shall be prepared on a quarterly basis, and shall be submitted to the **CITY'S** Economic Development Department, no later than thirty (30) days following the end of each calendar quarter.

(B) In the event that the **REAL PROPERTY** is not completed and does not begin operation with the minimum number of Full-Time Employment positions listed on **Exhibit B** by January 1<sup>st</sup> following the completion of construction, no abatement shall be given for that tax year, and the full amount of taxes assessed against the **REAL PROPERTY** shall be due and payable for that tax year. In the event **APPLICANT** fails to begin operation with a minimum of Ninety (90) Full-Time Employment positions for the **REAL PROPERTY** by the next January 1<sup>st</sup>, then this Agreement terminates automatically, and all abated taxes during the period of construction shall be recaptured and paid within sixty (60) days from the date of termination.

CITY CLERK DEPT.  
07 JUN 14 AM 11:00

(C) In the event improvement to the **REAL PROPERTY** are completed and **APPLICANT** begins operation with the required minimum of Ninety (90) Full-Time Employment positions for the **REAL PROPERTY**, within 36 months from the effective date of this Agreement, but **APPLICANT** subsequently discontinues operations and the minimum number of Full-Time Employment positions is not maintained for a period of one year, as listed on Exhibit B during the term of the Agreement, for any reason except on a temporary basis due to fire, explosion, or other casualty or accident or natural disaster, this Agreement may be terminated by the **CITY** and all taxes previously abated pursuant to this Agreement shall be recaptured and paid within sixty (60) days from the date of termination.

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

(d) Notice, Effect of Default. Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested, or overnight delivery to the addresses below.

**Notice to APPLICANT:**

**Mr. James Benson**  
1 ADP Blvd.  
Roseland, NJ 07068  
Telephone: (973)974-5750  
Fax: (973) 974-3323

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10:11 AM 14 JUN 70  
CITY CLERK DEPT.

**Notice to CITY:**

Ms. Joyce A. Wilson  
City Manager  
City of El Paso  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

**SECTION 7. RIGHT OF ACCESS FOR INSPECTION.**

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

**SECTION 8. ANNUAL CERTIFICATION.**

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

**SECTION 9. CANCELLATION OR MODIFICATION OF AGREEMENT.**

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

**SECTION 10. AUTHORIZATION TO SIGN THIS AGREEMENT.**

This Agreement was authorized by Resolution of the City Council at a regular scheduled City Council meeting authorizing the City Manager to execute the Agreement on behalf of the **CITY**.

**SECTION 11. MISCELLANEOUS PROVISIONS.**

- (a) If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).
- (b) Notwithstanding any provision in this Agreement to the contrary **APPLICANT'S** and **CITY'S** only liability for breaching any provision of this Agreement shall be the remedies expressly set forth in this Agreement.
- (c) The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Furthermore, this Agreement cannot be assigned by **APPLICANT** unless written permission is first granted by the **CITY**. Any attempt to transfer without the prior written consent of the City shall be void and shall constitute an event of default that will result in the termination of this Agreement and recapture of the taxes abated prior to the attempted transfer.
- (d) It is understood and agreed between the parties that the **APPLICANT**, in performing its obligations hereunder, is acting independently, and the **CITY** assumes no responsibility or liability in connection therewith to third parties and **APPLICANT** agrees to indemnify and hold harmless **CITY** from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of **APPLICANT'S** obligations hereunder.
- (e) This Agreement shall be construed under the laws of the State of Texas. Venue for any action arising under state law under this Agreement shall be the State District Court of El Paso County, Texas.

07 JUN 14 AM 11:01  
CITY CLERK DEPT.

- (f) A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of El Paso County.
- (g) No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (h) It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

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

**CITY:**

**CITY OF EL PASO, TEXAS**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Sylvia Borunda Firth  
 Senior Assistant City Attorney

**STATE OF TEXAS       §**  
                                   **§**  
**COUNTY OF EL PASO   §**

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

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

CITY CLERK DEPT.  
 07 JUN 14 AM 11:01

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**CITY:**

**CITY OF EL PASO, TEXAS**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Sylvia Borunda Firth  
 Senior Assistant City Attorney

**STATE OF TEXAS           §**  
   **§**  
**COUNTY OF EL PASO    §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Joyce A. Wilson, City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

CITY CLERK DEPT. JUN 14 AM 11:40

**APPLICANT: ADP, Inc.**

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: General Partner

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of **APPLICANT**, a limited partnership, organized and existing under the laws of the State of \_\_\_\_\_.

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

07 JUN 14 AM 11:01  
CITY CLERK DEPT.

**Exhibit A**

CITY CLERK DEPT.  
07 JUN 14 AM 11:01

Exhibit "A"

Property description: A 9.383-acre portion of Tract 2D, Nellie D. Mundy Survey 240 and Tract 10B4, Nellie D. Mundy Survey 239, El Paso, El Paso County, Texas

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Said parcel of land contains 9.383 acres (408,719 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 H. Seipel, R.P.L.S.  
President  
Texas License No. 4178

Job Number 06-0030A  
August 31, 2006

07 JUN 14 AM 11:01  
CITY CLERK DEPT

**Exhibit B**

**[Job Standards & Descriptions]**

	Year 1 2009	Year 2 2010	Year 3 2011	Year 4 2012	Year 5 2013
Total Jobs Required	90 - 179	180 - 269	270 - 404	405 - 539	540+
Required # Of Quality Jobs	72 - 143	144 - 215	216 - 323	324 - 431	432+

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

07 JUN 14 AM 11:01  
CITY CLERK DEPT.