

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

**DEPARTMENT:** DEVELOPMENT SERVICES DEPARTMENT/PLANNING

**AGENDA DATE:** 7/27/2006

**CONTACT PERSON/PHONE:** Rudy Valdez/4635

**DISTRICT(S) AFFECTED:** 5

**SUBJECT: RESOLUTION**

That the City Manager be authorized to sign and accept a Dedication Deed from JNC Land, LP, conveying to the City of El Paso a 6.35 acre parcel of land, more or less, for parkland purposes, in satisfaction of the community parkland requirements imposed by Ordinance Number 014264, described as a portion of Tract 1A5, Section 45, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, (the "Property") and more particularly described by metes and bounds attached to the Dedication Deed.

Further, that the City Manager be authorized to sign a Developer Participation Agreement between JNC Development, LP and the City of El Paso, pursuant to Texas Local Government Code, Chapter 212, Subchapter C, Section 212.071, and Chapter 19.12 of the City Code for the construction of certain parkland improvements to the Property. [Development Services-Planning, Rudy Valdez, 541-4635] (District 5)

**BACKGROUND / DISCUSSION:**

**JNC Land, LP is proposing to dedicate a 6.35-acre parcel to the City as a parksite. The dedication was required as part of a 1999 annexation agreement between the City and JNC Land, LP. JNC Land, LP is also proposing to make improvements to the subject park (not required by the 1999 agreement) as part of a Developer Participation Agreement. The total cost of the improvements as submitted by JNC is \$336,678.68 with the City being a participant in \$100,000 of the cost for the improvements. The property is located in East El Paso, east of Joe Battle Blvd, west of Zaragoza Rd and south of Montana Avenue.**

**PRIOR COUNCIL ACTION: NONE**

**AMOUNT AND SOURCE OF FUNDING:**

**Future park fees for the Sombras Del Sol development.**

**BOARD / COMMISSION ACTION: DCC and CPC both recommended approval. No opposition.**

\*\*\*\*\*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 be authorized to sign and accept a Dedication Deed from JNC Land, LP, conveying to the City of El Paso a 6.35 acre parcel of land, more or less, for parkland purposes, in satisfaction of the community parkland requirements imposed by Ordinance Number 014264, described as *a portion of Tract 1A5, Section 45, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas*, (the "Property") and more particularly described by metes and bounds attached to the Dedication Deed.

Further, that the City Manager be authorized to sign a Developer Participation Agreement between JNC Development, LP and the City of El Paso, pursuant to Texas Local Government Code, Chapter 212, Subchapter C, Section 212.071, and Chapter 19.12 of the City Code for the construction of certain parkland improvements to the Property.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

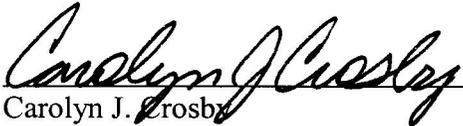
## THE CITY OF EL PASO

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

### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Carolyn J. Crosby  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Rudy Valdez, Chief Urban Planner  
Development Services Department

\_\_\_\_\_  
Norman C. Merrifield, EdD, Director  
Parks and Recreation Department

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER**

## **WARRANTY DEED**

STATE OF TEXAS           §  
COUNTY OF EL PASO    §

KNOW ALL THESE MEN BY THESE PRESENTS:

That **JNC LAND, L.P.** of the County of El Paso and State of Texas, for and in the consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the GRANTEE(s) herein named, have GRANTED, SOLD AND CONVEYED, AND BY THESE PRESENTS DO GRANT, SELL AND CONVEY TO **THE CITY OF EL PASO**, whose present mailing address is 2 Civic Center Plaza, El Paso, Texas 79902, all of following described real property in El Paso County, Texas to-wit:

**A portion of Tract 1A5, out of Section 45, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof.**

SUBJECT TO: Zoning laws, restrictions, easements of record or running with the land and all 2006 taxes and taxes thereafter, not yet due and payable;

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, for the purpose and use of the property as a public park, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto and anywise belonging, unto said GRANTEE(s), its Successors and Assigns forever, and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto said Grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof;

Grantee joins in the execution of this Warranty Deed for the purpose of evidencing its agreement to accept the property "as is" in its current condition, and to the provisions set forth herein.



Executed this 27th day of June, A.D., 2006.

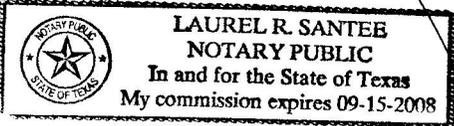
**GRANTOR:**  
**JNC LAND, L.P.**

BY: [Signature]  
**Carlos D. Bombach, Vice President**  
**Seanes Development, Inc., Its General Partner**

(Corporate Acknowledgment)

STATE OF TEXAS       §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 27th day of June, 2006, by CARLOS D. BOMBACH, Vice President JNC Land L.P., General Partner, on behalf of said partnership.



[Signature]  
Notary Public, State of Texas

**GRANTEE:**

\_\_\_\_\_  
**CITY OF EL PASO**  
**Joyce Wilson, City Manager**

**APPROVED AS TO FORM:**

[Signature]  
Carolyn J. Crosby  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

[Signature]  
Rodolfo Valdez, Chief Urban Planner  
Development Services Department

(Acknowledgment)

STATE OF TEXAS       §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of June, 2006, by  
Joyce Wilson, City Manager, City of El Paso, Texas.

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

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )            **DEVELOPER PARTICIPATION AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between JNC ~~Development~~ <sup>Land</sup> ~~MLP~~, hereinafter referred to as the “Developer,” and the **CITY OF EL PASO**, hereinafter referred to as the “City.”

**WITNESSETH:**

**WHEREAS**, on November 9, 1999, City Council approved Ordinance Number 014264 (the “Ordinance”), which imposed in part a requirement that a community park be dedicated to the City, hereinafter referred to as the “Park Site”; and

**WHEREAS**, the Developer is the successor in title and interest to the subject property, and proposes to dedicate 6.35 acres of land to the City in satisfaction of its obligations for dedicating community parkland in accordance with such Ordinance; and

**WHEREAS**, the Developer is not required to provide the improvements to the Park Site, but is proposing construction of the improvements in accordance with 19.12.090 in order to offset additional parkland otherwise required for subdivisions within Park Zone 431; and

**WHEREAS**, the City is authorized to enter into this Agreement pursuant to Texas Local Government Code Section 212.071; and,

**WHEREAS**, an approved Parks Zones map is contained within the El Paso Comprehensive Park and Open Space Plan, such plan setting forth various park zones, and the Park Site herein is located within Park Zone 431; and

**WHEREAS**, the City has negotiated with Developer for the specific improvements provided herein and concurs with Developer’s request, and

**WHEREAS**, the El Paso City Plan Commission on December 15, 2005, authorized the off-site dedication of the Park Site per requirements of Chapter 19.12 of the El Paso City Code; and

**WHEREAS**, the El Paso City Council has authorized this agreement (the “Agreement”) and directed the execution of same by the City Manager.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **DESCRIPTION:** The Developer, being the owner of a 6.35 acre parcel of land, more or less, being *a portion of Tract 1A5, out of Section 45, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas*, being more particularly described by metes and bounds in Exhibit "A," which is attached hereto for all purposes hereby agrees to dedicate said property to the City for park purposes.

2. **IMPROVEMENTS:**

2.1 Notwithstanding that the City is obligated to make improvements to the above-described Park Site pursuant to the terms of the Ordinance, Developer has agreed, with City participation, to improve the Park Site, pursuant to Section 19.12.050 of the City's Subdivision Ordinance and all other applicable provisions of the City Code as well as the terms of this Agreement. Improvement plans for the Park Site are attached and labeled Exhibit "B", and are incorporated for all purposes. Improvements provided by Developer shall include, at a minimum, seed as permitted by Section 19.12 of the City's Subdivision Ordinance, trees, 8 foot wide asphalt exercise trail, volleyball area (including installed sand, net and hardware), basketball court (asphalt) with basketball goals installed, a concrete slab for future development by the City (with no piping, sprinklers or seed placed underneath), an installed swing set complete with sand flooring, a ball field with a 12 foot by 62 foot backstop but no infield or berm, and all of those items listed and at the cost provided for on the Preliminary Cost Estimate for Sombras del Sol Park as described in Exhibit "C", reflecting a total cost of \$336,678.68, which is attached hereto for all purposes. The items listed herein and contained in further detail in Exhibit "C" shall be referred to as the Improvements. Each item in Exhibit "C" shall be provided by Developer to the Park Site.

2.2 The City shall not require that the Park Site be laser leveled. Developer shall confirm to the City's Director of Parks and Recreation the absence of caliche within the first two feet of depth prior to installation of grass seed or sod.

2.3 Developer is herein authorized to enter the Park Site at any time for the purpose of completing said improvements as otherwise permitted in the City Code. The Improvements must be completed in accordance with the Schedule of Improvements attached hereto as Exhibit "D", which is incorporated for all purposes, and in accordance with the City's Subdivision Ordinance and all directives of the City's Parks and Recreation Department.



3. **CITY'S PARTICIPATION:**

3.1 The total cost to construct the Improvements is \$336,678.68 ("Total Improvement Cost"), as set forth in Exhibit "C". The City's participation in the Total Improvement Cost is One Hundred Thousand Dollars and 00/100 (\$100,00.00) ("City's Participation"). In accordance with Texas Local Government Code Section 212.072, the City's Participation shall not exceed thirty percent (30%) of the Total Improvement Cost. Developer further agrees that in the event that the Total Improvement Cost is less than the amount specified herein, the City's Participation shall be reduced proportionately.

3.2 Upon completion of the Improvements, which shall be considered to be accomplished when the last Improvements item on Exhibit "C" and Exhibit "D" is installed, raised, affixed, planted or in the case of grass seed, planted in accordance with the Park Design Guidelines and Standards of the City's Parks and Recreation Department at the Park Site, Developer will submit to the City an itemized invoice on an American Institute of Architects "AIA") form detailing the work completed by each contractor; and providing proof of payment. The City's Participation shall be paid by the City within thirty (30) days of receipt of an invoice from Developer reflecting completion of the Improvements to the Park Site described herein. Developer shall provide a copy of the release of lien from each contractor that provided services or material to the Park Site, as well as a release of lien from the Developer. Developer's books and other records related to the Improvements shall be available for inspection by the City upon written request.

3.3 **Street.** Developer agrees that it shall construct all street improvements for the right(s)-of-way abutting the Park Site, including all sewer, water, gas, electric, curb, gutter and median landscaping in accordance with approved street plans.

4. **PARKLAND BONUS REDUCTIONS:** The Developer agrees to install all Improvements in accordance with City Code Chapter 19.12 (Parkland Dedication) and all other applicable provisions of the Code in order to receive bonus park reduction credit towards future parkland dedication requirements.

4.1 The City shall support City staff recommendations to apply towards future park fees required of the Developer in an amount estimated to equal \$95,100, for residential units and an additional \$3,900.00 for commercial acreage, for a total of \$99,000.00 for total future fees in lieu of parkland dedication requirements required as part of the proposed subdivisions to be

titled Sombras del Sol Unit Four, Five and Six, based on the Improvements made to this Park Site which meet the approval of the Director of the City's Director of Parks and Recreation Department.

5. **TITLE, TAXES and CONVEYANCE:** The Developer agrees to pay the cost of providing a title search, preparation of the deed, as well as recording costs for the deed on the Park Site, and further agrees to pay all ad valorem taxes, standby fees and assessments by any taxing authority prorated through the date of acceptance of the deed conveying fee simple title by the City Council. Developer shall deliver to the Planning, Research and Development Department the deed conveying fee simple title of the Park Site in accordance with City Code Chapter 19.12 (Parkland Dedication).

6. **INSURANCE & BOND:** Throughout the time that the Improvements are under construction (the "Construction Period"), Developer shall have its contractor provide and keep in force, comprehensive general liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) for personal injuries sustained by one claimant from a single occurrence, TWO MILLION DOLLARS (\$2,000,000.00) for personal injuries to more than one claimant from a single occurrence, and ONE MILLION DOLLARS (\$1,000,000.00) for property damages from a single occurrence. The City shall be provided with a copy of the policy evidencing such coverage. Such policy shall name the City as additional insured and shall be issued by an insurance company licensed to do business in Texas. Such policy shall provide for 30 days written notice to the City prior to cancellation or material alteration of the insurance coverage.

6.1 **Bond Required.** Pursuant to Texas Local Government Code Section 212.073, Developer must provide a performance bond for the Total Improvement Cost to secure fulfillment of all of Developer's obligations under this Agreement. The bond shall be in a form approved by the City. The bond must be executed by a corporate surety in accordance with Texas Government Code Section 2253. The bond shall identify the City as Owner and Obligee and shall bind both Developer's contractor and the Surety, their heirs, administrators, executors, successors and assignees, jointly and severally. The bond shall expressly provide that Developer's contractor shall faithfully render performance under this Agreement and shall remain in full force and effect until all requirements of the Agreement have been performed to the City's satisfaction.

7. **INDEMNIFICATION:** DEVELOPER UNDERSTANDS AND AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE NEGLIGENT, GROSS NEGLIGENT, INTENTIONAL, MALPRACTICE OR WILLFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SUBCONTRACTORS, EMPLOYEES, OR REPRESENTATIVES COMPLETING THE IMPROVEMENTS UNDER THIS AGREEMENT.

DEVELOPER FURTHER EXPRESSLY AGREES, TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS ARISING, IN WHOLE OR IN PART, FROM THE CONDUCT, ACTS OR OMISSIONS OF THE CITY AS THEY RELATE DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, EVEN WHERE SUCH CLAIMS MAY INVOLVE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY OR ITS OFFICERS, EMPLOYEES OR AGENTS.

8. **PARKLAND DEDICATION ORDINANCE:** All provisions of this Agreement are subject to Title 19 (Subdivisions), Chapter 19.12 (Parkland Dedication) and all other applicable provisions of the Code, and nothing herein is intended to waive or modify any provision of the Code.

9. **SUCCESSORS AND ASSIGNS:** All the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

10. **ENTIRE AGREEMENT:** This document contains all of the agreements between the parties and may not be modified, except by a written agreement signed by both parties.

11. **SEVERABILITY:** Every provision of this Agreement is intended to be severable. If any term or provision contained herein is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.



12. **LAW GOVERNING CONTRACT:** For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

13. **BINDING AGREEMENT:** The individual signing this Agreement, on behalf of the Developer, acknowledges that he or she is authorized to do so, and said individual further warrants that he or she is authorized to commit and bind the Developer to the terms and conditions of this Agreement.

14. **REPRESENTATION OF COUNSEL:** Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

15. **NOTICE:** All notices and communications under this Agreement shall be hand-delivered or mailed, postage pre-paid with proof of delivery, to the representative parties at their respective addresses below, unless and until either party is otherwise notified in writing.

City of El Paso  
Department of Parks & Recreation  
Attn: Director  
2 Civic Center Plaza  
El Paso, Texas 79901  
Tel: (915) 541-4331

JNC Land Development, LP  
12300 Montwood Drive  
El Paso, Texas 79928  
Tel: (915) 855-1005

16. **WAIVER:** No waiver of any breach or default shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

*(signatures on following page)*

**THE CITY OF EL PASO:**

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

**APPROVED AS TO FORM:**

J. Flores  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

**APPROVED AS CONTENT:**

Norman C. Merrifield  
\_\_\_\_\_  
Norman C. Merrifield, Ed.D., Director  
Parks and Recreation Department

**APPROVED AS TO FORM:**

L. Hayes  
\_\_\_\_\_  
Lisa Aceves Hayes  
Attorney for JNC Land Development LP  
Land  
**JNC DEVELOPMENT, LP**

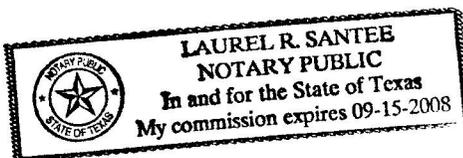
By: [Signature]  
\_\_\_\_\_  
President

**ACKNOWLEDGMENT**

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the 14<sup>th</sup> day of July, 2006,  
by CARLOS D. BOMBACH as President on behalf of  
JNC DEVELOPMENT, LP.  
Land

My Commission Expires:



[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

EXHIBIT "A"

Being a portion of Tract 1A5, Section 45, Block 79,  
Township 2, Texas and Pacific Railway Company Surveys,  
City of El Paso, El Paso County, Texas  
Prepared for: JNC Land Co.  
November 3, 2005  
(Sombras Del Sol 4 Park)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1A5, Section 45, 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:

Commencing For Reference at an existing city monument at the centerline intersection of Pebble Hills Blvd. and Tierra Serena Road as shown on plat of Tierra Del Este Unit One recorded in volume 77, pages 2, 2A and 2B, Plat records of El Paso County, Texas Thence South 40°15'39" West a distance of 1445.33 feet to a point for the "TRUE POINT OF BEGINNING";

Thence 688.13 feet along the arc of a curve to the left whose radius is 1478.38 feet whose interior angle is 26°40'09" whose chord bears North 70°53'22" East a distance of 681.94 feet to a point;

Thence 39.25 feet along the arc of a curve to the right whose radius is 30.00 feet whose interior angle is 74°57'32" whose chord bears South 84°57'56" East a distance of 36.51 feet to a point;

Thence South 47°29'10" East a distance of 336.26 feet to a point of curve;

Thence 169.13 feet along the arc of a curve to the right whose radius is 204.00 feet whose interior angle is 47°30'10" whose chord bears South 23°44'05" East a distance of 164.33 feet to a point;

Thence South 00°01'00" West a distance of 11.94 feet to a point of curve;

Thence 31.42 feet along the arc of a curve to the right whose radius is 20.00 feet whose interior angle is 90°00'00" whose chord bears South 45°01'00" West a distance of 28.28 feet to a point;

Thence North 89°59'00" West a distance of 975.23 feet to a point;

Thence 31.75 feet along the arc of a curve to the right whose radius is 20.00 feet whose interior angle is 90°56'58" whose chord bears North 44°30'31" West a distance of 28.52 feet to a point;

Thence North 00°57'58" East a distance of 149.38 feet to a point of curve;

Thence 29.06 feet along the arc of a curve to the right whose radius is 20.00 feet whose interior angle is 83°15'28" whose chord bears North 42°35'42" East a distance of 26.57 feet to the "TRUE POINT OF BEGINNING" and containing 6.35 acres of land more or less.

NOTE: Bearings basis is per plat of Tierra Del Este Unit One recorded in volume 77, Pages 2, 2A and 2B, Plat records of El Paso County, Texas

Not a ground survey

R R C  
Ron R. Conde  
R.P.L.S. No. 5152  
Job# 905-71 R.C.





## PRELIMINARY COST ESTIMATE FOR SOMBRAS DEL SOL PARK

ITEM NO.	UNIT OF MEASURE	ITEMS	UNIT PRICE	QUANTITY	AMOUNT
1	SQ. FT.	SITE PREPARATION AND CLEANING	\$ 0.05	273,122	\$13,656.10
2	SQ. FT.	GRADING	\$ 0.15	273,122	\$40,968.30
3	SQ. FT.	TURF GRASS SEED	\$ 0.19	219,435	\$41,692.65
4	SQ. FT.	FRANKLIN RED SCREENINGS	\$ 0.37	20,521	\$7,592.77
5	CU. YDS.	SAND, 8" DEPTH (VOLLEYBALL AND SWING SET)	\$ 11.00	175	\$1,925.00
6	PERCH	18" ROCK WALL	\$ 39.50	25	\$987.50
7	SQ. FT.	ROCKWALL CONCRETE CAP	\$ 2.00	660	\$1,320.00
8	EACH	VOLLEYBALL (NET AND HARDWARE)	\$ 1,000.00	1	\$1,000.00
9	EACH	MONDEL PINE TREE	\$ 275.00	16	\$4,400.00
10	EACH	TREES	\$ 375.00	33	\$12,375.00
11	SQ. YDS.	ASPHALT FOR BASKETBALL COURTS	\$ 12.50	700	\$8,750.00
12	SQ FT	CONCRETE BASKETBALL COURT	\$ 3.50	6,300	\$22,050.00
13	EACH	SWING SET (INSTALLED)	\$ 2,600.00	1	\$2,600.00
14	EACH	BASKETBALL GOALS (INSTALLED)	\$ 1,500.00	4	\$6,000.00
15	SQ. FT.	BACKSTOP (12'x62')	\$ 12.00	744	\$8,928.00
16	EACH	IRRIGATION SYSTEM	\$ 45,000.00	1	\$45,000.00
				<b>SUBTOTAL</b>	<b>\$219,245.32</b>
17	SQ. YDS.	8' ASPHALT TRAIL - WITH TURNDOWN EDGES	\$ 12.50	2,500	\$31,250.00
				<b>TOTAL</b>	<b>\$250,495.32</b>
18	EACH	TREES AT MEDIANS	\$ 375.00	26	\$9,750.00
19	EACH	ANNEXATION FEE (3" METER)	\$ 12,220.00	2	\$24,440.00
				<b>TOTAL</b>	<b>\$284,685.32</b>
		<b>DESIGN AND PROJECT MANAGEMENT FEES</b>			
1	LS	DESIGN FEE (URBAN OASIS) 5%	\$14,234.27	1	\$14,234.27
1	LS	DESIGN FEE (CONDE ENGINEERING INC) 5%	\$14,234.27	1	\$14,234.27
1	LS	CONSTRUCTION MANAGEMENT (JNC DEVELOPMENT) 8%	\$22,774.83	1	\$22,774.83
1	LS	APPRAISAL - MARKET ANALYSIS	\$750.00	1	\$750.00
		<b>PROJECT TOTALS</b>			<b>\$336,678.68</b>

**EXHIBIT "D"**  
**SOMBRAS DEL SOL PARK**  
**SCHEDULE OF IMPROVEMENTS**

Frontage along Sun Fire Boulevard as part of Sombras del Sol Unit 5 – no scheduled date at this time

Remaining Frontage along Lorenzo Ruiz as part of Sombras del Sol Unit 5 – no scheduled date at this time

Basketball Courts	Spring, 2007
Jogging Trail	Spring, 2007
Swings, etc.	Spring, 2007
Scheduled completion	August, 2007