

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

DEPARTMENT: Development Services / Planning Division
AGENDA DATE: Introduction 08/7/07; Public Hearing 08/14/07
CONTACT PERSON/PHONE: Christina Valles, Lead Planner – 541-4930
DISTRICT(S) AFFECTED: West ETJ - Adjacent to District 1

SUBJECT:

An Ordinance annexing Tract 5, Block 14, Upper Valley Surveys, El Paso County, Texas into the City of El Paso, Texas.

Subject Property: Northwest Corner of Borderland Road and Westside Drive. Applicant: Rio Valley LLC. AN07005 (West ETJ – Adjacent to District 1)

BACKGROUND / DISCUSSION:

See attached report

PRIOR COUNCIL ACTION:

A Development Agreement between the applicant and the City of El Paso was approved by the City Council on May 8, 2007.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

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

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: R. Alan Shubert

APPROVED FOR AGENDA: N/A

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TRACT 5, BLOCK 14, UPPER VALLEY SURVEYS, EL PASO COUNTY, TEXAS INTO THE CITY OF EL PASO, TEXAS

WHEREAS, Rio Valley LLC, owners of approximately 62.63 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 City of El Paso and the Owners have entered into a Development Agreement, on May 8, 2007, which governs the development of the property prior to and after the annexation.

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,

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

That the boundaries of the *CITY OF EL PASO* are hereby extended so as to annex the territory described in Exhibit "A" lying adjacent to the city limits as they are at presently established. Further, that the City adopts the Service Plan described as Exhibit "B"; and that the annexation is subject to all terms and conditions of the Development Agreement, entered into on May 8, 2007.

PASSED AND APPROVED THIS _____ day of _____, 2007.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

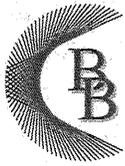
APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Kelly Carpenter, Deputy Director
Development Services Department

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BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
OSCAR V. PEREZ
Vice President - Operations
ISAAC CAMACHO, R.P.L.S.
Survey Manager

METES AND BOUNDS DESCRIPTION

A 62.6256 acre parcel situate west of the corporate limits of the City of El Paso, El Paso County, Texas, being all of Tract 5, Block 14, Upper Valley Surveys, and being more particularly described by metes and bounds as follows to wit:

COMMENCING for reference at a railroad spike found at the intersection of Westside Drive (50.00 feet wide) and Borderland Road (40.00 feet wide); **WHENCE**, the centerline intersection of Westside Drive and Borderland Road bears, North 88°16'01" West, a distance of 4.94 feet; **THENCE**, leaving the intersection of Westside Drive and Borderland Road, North 55°35'41" West, a distance of 35.66 feet to a ½" rebar with cap stamped "TX 2998" found at the intersection of the westerly right-of-way line of Westside Drive and the northerly right-of-way line of Borderland for the southeast corner and **POINT OF BEGINNING** of the parcel herein described;

THENCE, leaving the westerly right-of-way line of Westside Drive and following the northerly right-of-way line of Borderland Road, South 90°00'00" West, a distance of 1,395.40 feet to a ½" rebar with cap stamped "TX 2998" found on the easterly boundary line of Tract 6A, Block 14, Upper Valley Surveys for the southwest corner of the parcel herein described;

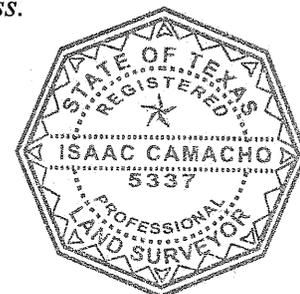
THENCE, leaving the northerly right-of-way line of Borderland Road and following the easterly boundary line of said Tract 6A, North 00°06'00" West, a distance of 1,918.30 feet to a ½" rebar with cap stamped "TX 2998" found on the southerly boundary line of Tract 4, Block 14, Upper Valley Surveys for the northwest corner of the parcel herein described;

THENCE, leaving the easterly boundary line of said Tract 6A and following the southerly boundary line of said Tract 4, South 89°58'33" East, a distance of 1,449.20 feet to a chiseled "X" in concrete found on the westerly right-of-way line of Westside Drive for the northeast corner of the parcel herein described;

THENCE, leaving the southerly boundary line of said Tract 4 and following the westerly right-of-way line of Westside Drive, South 01°30'25" West, a distance of 1,918.35 feet to the **TRUE POINT OF BEGINNING**.

Said Parcel contains 62.6256 acres (2,727,970.0 square feet) more or less.


Isaac Camacho, R.P.L.S. TX No. 5337
Date: May 9, 2007
Job No. E-6379-19



07 JUL 30 PM 2:48
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**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 62.63-acre property located in the City's West Extraterritorial Jurisdiction (ETJ). The area includes Tract 5, Block 14, Upper Valley Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds in Exhibit, "A" which is attached to the annexation ordinance of which this Plan is a part.

EFFECTIVE TERM

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

INTENT

It is the intent of the City of El Paso that services under this Plan shall provide full municipal services in accordance with State law and the Development Agreement entered into by the property owners and the City on May 8, 2007, and in case of conflict as allowed by law the terms of the Development Agreement shall control.

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

SERVICE COMPONENTS

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

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

1. Immediate Services Program

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

- a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area on the effective date of annexation. These services include:

- normal patrols and responses;
- handling of complaints and incident reports;

EXHIBIT "B"

CITY CLERK DEPT.
07 JUL 30 PM 2:48

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

2. Additional Services

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

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

CITY CLERK DEPT.
07 JUL 30 PM 2:48

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

3. Capital Improvements Program

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

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

CITY CLERK DEPT.
07 JUL 30 PM 2:48

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

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

AMENDMENT: GOVERNING LAW

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

FORCE MAJEURE

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

07 JUL 30 PM 2:14
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JOHN COOK
MAYOR



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

JOYCE WILSON
CITY MANAGER

R. ALAN SHUBERT, P.E., C.B.O.
DEVELOPMENT SERVICE DIRECTOR

DEVELOPMENT SERVICES

July 30, 2007

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

FROM: Christina Valles, Lead Planner

SUBJECT: Annexation – AN07005
LOCATION: Hueco Club Road South of Montana Avenue

The City Plan Commission (CPC), on July 12, 2007, voted to recommend **APPROVAL** of annexing the subject property into the City of El Paso limits.

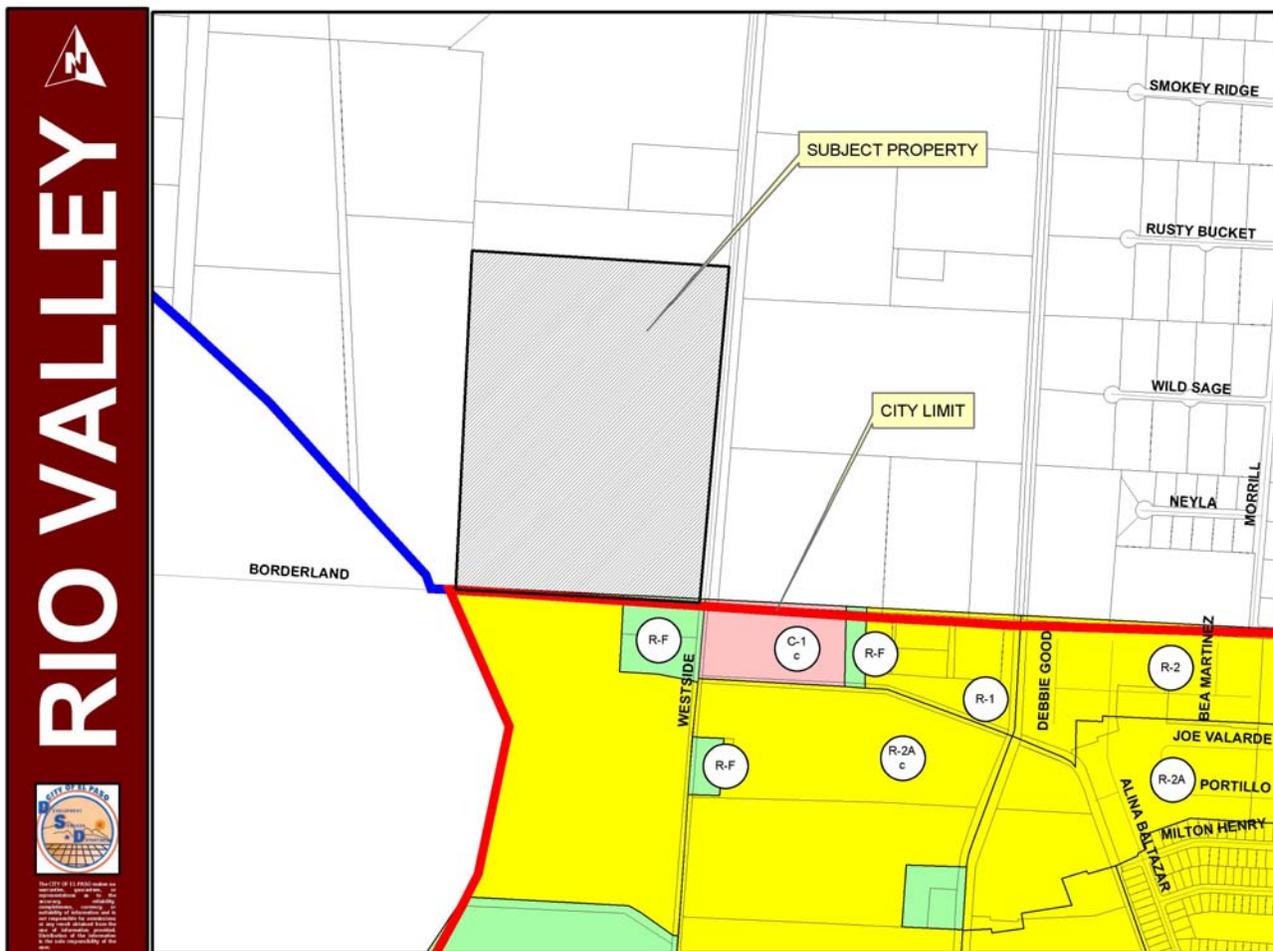
The CPC found that this annexation is in conformance with The Plan for El Paso. The CPC also determined that this change protects the best interest, health, safety and welfare of the public in general; and that the proposed uses are compatible with adjacent land uses.

Attachments:
CPC Staff Report
Service Plan
Development Agreement



AN07005

Application Type: Annexation
Property Owner(s): Rio Valley LLC
Representative(s): Brock & Bustillos, Inc.
Legal Description: Tract 5, Block 14, Upper Valley Surveys, El Paso County, Texas
Location: Northwest Corner of Borderland Road and Westside Drive
Representative District: West ETJ (Adjacent to District 1)
Area: 62.63 Acres
Present Zoning: N/A
Present Use: Farmland, Single-family Residential
Proposed Use: Single-family Residential
Surrounding Land Uses: **North:** West ETJ / Farm; **South:** R-2A/c / Residential; R-F / Residential; **East:** West ETJ / Farm; **West:** West ETJ / Vacant, Farm
Year 2025 Designation: **Residential (West ETJ)**



General Information:

The applicant requests annexation in accordance with Chapter 43 Subchapter C of the Texas Local Government Code and in accordance with a Development Agreement approved by the City Council on May 8, 2007. The property consists of 62.63 acres of land and is currently farmland and residential. The Development Plan proposes 188 residential lots and one (1) commercial lot. Access is proposed via Borderland Road and Westside Drive.

This annexation is related to another development agreement approved by City Council on January 23, 2007 and subsequent annexation approved on May 22, 2007 for Borderland Village located on the East side of Westside Drive. Park fees generated by Rio Valley will be used to improve the proposed parks in Borderland Village.

The property will be annexed as R-F (Ranch and Farm) and there is a separate rezoning application in process, ZON07-00062, in order to rezone the property to R-2 (Residential) and C-1 (Commercial).

Staff Recommendation:

The Development Coordinating Committee (DCC) recommends **APPROVAL** of this request for annexation in accordance with the Development Agreement approved by the City Council on May 8, 2007. The approval is subject to a service plan to be approved with the ordinance approving the annexation pursuant to Chapter 43 of the Texas Local Government Code.

The recommendation is based on the following:

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

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

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

Findings:

The Commission must determine the following:

1. Will this annexation protect the best interest, health, safety/welfare of the public in general?
2. Will single-family and commercial 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?

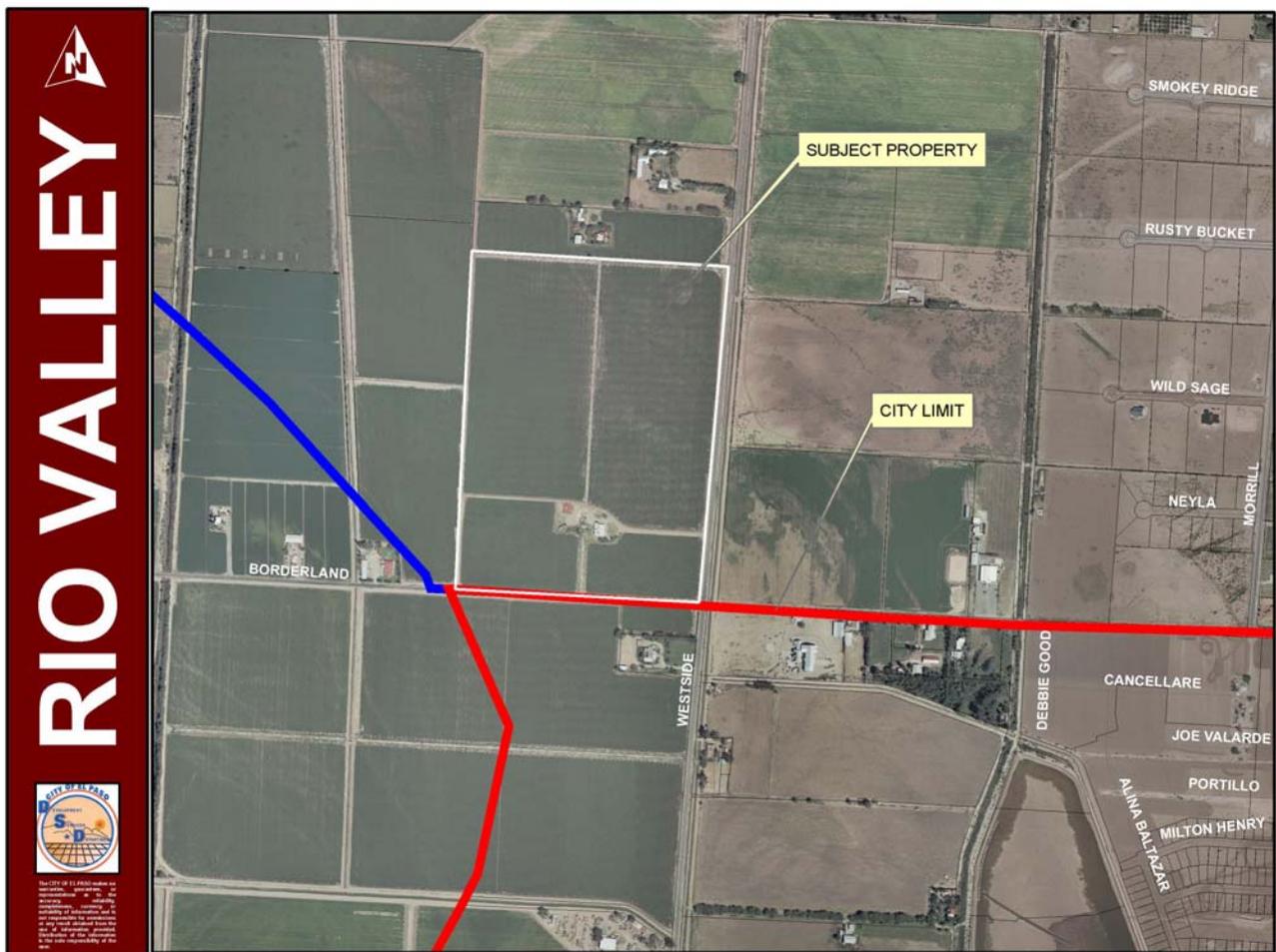
Development Services Department - Building Permits and Inspections Division Comments:
No comments received.

Development Services Department - Planning Division Comments:
Recommend approval.

Engineering Department - Traffic Division Comments:
No apparent traffic concerns.

Fire Department Comments:
No comments received.

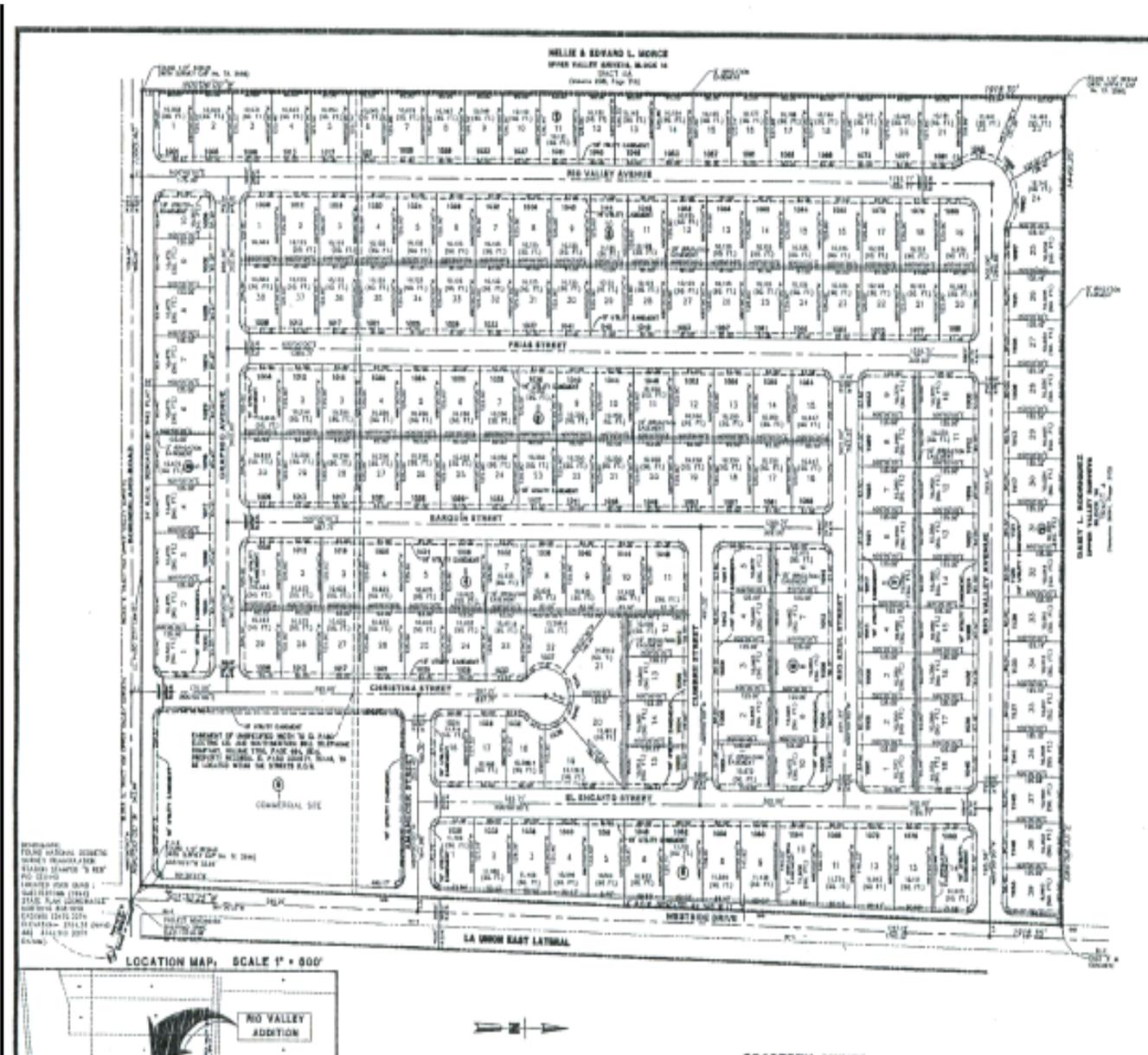
El Paso Water Utilities Comments
No comments received.



List of Attachments

- Attachment 1: Development Plan
- Attachment 2: Service Plan
- Attachment 3: Application
- Attachment 4: Development Agreement

Attachment 1:
Development Plan



Attachment 3:
Application

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

APPLICATION FOR ANNEXATION

1. Address and/or Location of Property: Northwest corner of Borderland Rd. and Westside Rd.

2. Legal Description of Property: Being all of Tract 5, Block 14, Upper Valley Surveys, El Paso County, Texas

3. Area of Property: 62.626 acres
(square footage and/or acreage)

4. Name of Property Owner: Rio Valley LLC

Address: 6300 Escondido, El Paso, Texas, 79912
(Street) (City) (State) (Zip)

Telephone: (915) 584-8629 - Fax (915) 225-0087

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

5. Name of Representative: Brock & Bustillos Inc. - Mr. Oscar V. Perez

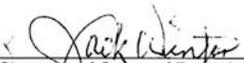
Address: 417 Executive Center Blvd., El Paso, Texas, 79902
(Street) (City) (State) (Zip)

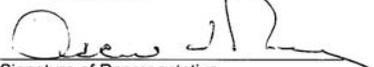
Telephone: (915) 542-4900 - Fax (915) 542-2867

6. Existing Improvements on Property: Bare Ground

7. Proposed Improvements on Property: Rio Valley Addition, a Residential Subdivision containing 62.626 Acres - 188 Single Family Sites and one 3.685 acre commercial site.

8. Reasons for Request to Annex: To achieve a Residential Subdivision Development with services and facilities available in the City of El Paso


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).
Jack Winton


Signature of Representative
Oscar V. Perez



FEE ARE NOT REFUNDABLE

Attachment 4:
Development Agreement

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into as of the Effective Date by and among the **CITY OF EL PASO, TEXAS**, a municipal corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), acting through the City Council of the City, **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD** (hereinafter referred to as the "PSB"), **RIO VALLEY LLC** (hereinafter referred to as the "Owner");

WHEREAS, Rio Valley LLC the owner of record of the real property (hereinafter referred to as the "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

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

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

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

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

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

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

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

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

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

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

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

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

"Code" shall mean the El Paso Municipal Code.

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

"Jamás" means El Paso Jamás, Ltd.

"Owner" means Rio Valley LLC.

"Owner Facilities" shall mean the gravity wastewater lines from the Far West Lift Station to the Property at or about the locations shown on Exhibit "D" to be constructed by the Owner under a developer participation contract to be executed by the between Owner and the PSB in accordance with Chapter 212 of the Texas Local Government Code.

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

"Property" shall mean a 62.626-acre tract of land described by metes and bounds in Exhibit "A".

"PSB Facilities" shall mean wastewater lift facilities and related lines described in Exhibit "C" to be constructed by Jamás at or about the locations shown on Exhibit "D" attached hereto under a developer participation contract to be executed by and between Jamás and the PSB in accordance with Chapter 212 of the Texas Local Government Code pursuant to which the PSB will reimburse Jamás for the construction costs of the wastewater lift station and force mains in accordance with the developer participation agreement.

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

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“PSB Regulations” shall mean the duly adopted rules and regulations of the PSB in effect on the Effective Date.

“Subdivision Coordinator” shall mean the subdivision coordinator referenced in the Subdivision Regulations.

“Subdivision Plat” shall mean the subdivision plat submitted to and approved by the City Plan Commission of the City, Subdivision Case No. SUB06-00014 Rio Valley Addition (Combination), a copy of which is attached hereto as Exhibit B.

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

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

TWO: Within ninety (90) days following the recording of the Subdivision Plat, the City shall provide to the Property all of the municipal services provided inside municipal boundaries, regardless of whether the Property covered by the subdivision plat has been annexed as of such date. However, the scheduling of water and wastewater services to the Property shall be in accordance with the provisions of Section Eleven.

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

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

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

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

FIVE: Intentionally deleted.

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SIX: Intentionally deleted.

SEVEN: On and after the Effective Date, the Property may be used and developed in a manner consistent with the Subdivision Plat and all the uses and standards set forth in the R-2 Residential District ("R-2") zoning classification for the portion of the property designated as residential and C-1 Commercial for the portion of the property designated as commercial on Exhibit "B", in effect at the time of the Effective Date of this Agreement. Concurrently with the consideration of this Annexation, Owner will petition the City, at their expense, for rezoning of the Property as provided in the Code. If R-2 and C-1 zoning classifications are denied for any reason or approved with restrictions, such denial or restrictions shall not impair or restrict the Owner's right to develop and use the Property as set forth in the first sentence of this Paragraph Seven.

EIGHT: City acknowledges and agrees neither this development agreement nor the Subdivision Plat include any dedication of parkland nor shall the City require any dedication of parkland within the Property. Owner agrees to provide a letter of credit or bond, in a form acceptable to the city, within ten days of the Effective Date to the benefit of the City in the full amount of the park fees specified in this paragraph. If upon completion of the Jamas subdivision, or six months thereof, the park facilities have not been constructed in the Jamas subdivision, the City may use the letter of credit to complete construction of the park facilities. Within ninety (90) days from the Effective Date, Owner agrees to enter into a separate agreement with Jamas to provide for the improvement of public neighborhood parkland located within the property as shown on Exhibit "E" ("Jamas Property") wherein Owner agrees to pay to Jamas an equivalent amount of park fees in the amount of Three Hundred and No/100 Dollars (\$300.00) per residential lot, and Three Hundred and No/100 Dollars (\$300.00) per gross acre for the commercial lot to be used by Jamas primarily in the development of a two (2) acre, more or less, neighborhood park in the Jamas Property. If Owner is unable to timely enter into an agreement with Jamas, then Owner may use the letter of credit provided by the Owner to the City which City will make available to Jamas for development of the neighborhood park.

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

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

07 MAY - 1 4M 11:55

CITY CLERK DEPT.

ELEVEN: Within ninety (90) days after the Effective Date, Owner agrees to enter into a Cost Sharing and Development Agreement with Jamas wherein Owner will share in the cost to complete the PSB Facilities under the developer participation contract between Jamas and the PSB.

Upon completion of the PSB Facilities by Jamas and the Owner Facilities by Owner, Owner acknowledges that only wastewater services for a maximum of two hundred thirty-seven (237) lots shall be made available to the Far West County area shown in Exhibit "D" and shall be distributed based on the developer participation contract executed between the Owner and Jamas. Following the completion by the PSB of the East Way II Lift station and associated Interceptor terminating on Strahan Road north of Borderland, projected in Summer 2007, Owner acknowledges that Jamas will be required to construct a 12-inch force main to the associated Interceptor in order to provide wastewater service to the balance of the Property.

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

In addition, PSB and Owner shall enter into a water rights assignment agreement wherein PSB shall acquire from the Owner all surface water rights on property of two (2) acres or less in size for a term of seventy-five (75) years at a price of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) per acre.

TWELVE: Intentionally deleted.

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

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

(1)
07 MAY - 1 AM 11:55
CITY CLERK DEPT.

City:
City of El Paso

Attn: City Manager

Mailing Address:
2 Civic Center Plaza
El Paso, Texas 79901

Physical Address:
Same as above

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

Mailing Address:
1154 Hawkins Boulevard
El Paso, Texas 79925

Physical Address:
Same as above

(3) **Owner:**
Rio Valley, LLC
Attn: Jack Winton

Mailing Address:
6300 Escondido
El Paso, Texas 79912

Physical Address:
Same as above

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

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

07 MAY -1 AM 11:55

CITY CLERK DEPT.

SIXTEEN: Owner shall dedicate eighteen (18) feet in width of property for use as public right-of-way for the widening of Borderland Road abutting the Property, and fourteen (14) feet in width of property for use as public right-of-way for the widening of Westside Drive as shown on the Subdivision Plat, at its sole cost and shall not request any reimbursement from the City for the dedication. Owner shall not be responsible for the construction of the improvements to the additional right-of-way dedicated, except as required to provide for paved entrances to the Property, and accommodate any drainage.

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

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

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

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

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

07 MAY - 1 AM 11:55
CITY CLERK DEPT.

suit for specific performance of this agreement only, and do not waive immunity from damages of any kind with respect to any suit for specific performance of this agreement nor do the City and the PSB agree to attorney's fees, under any cause of action.

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

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

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the overall purpose and operation of this Agreement. If the City or the Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to deannex the Property, and if the Owner has made such determination, the Owner shall have the option to terminate this Agreement and to deannex the Property. 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. By approving the execution of this Agreement, the City Council of the City, and the Public Service Board of the El Paso Water Utilities, delegate to the City Manager of the City, and to the General Manager of the El Paso Water Utilities, the authority, without any further action being required of the City Council or of the Public Service Board, to execute such amendments of or extensions to this Agreement as they may consider advisable, and consistent with the provisions of law.

Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law

CITY CLERK DEPT.

rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in El Paso County, Texas and hereby submit to the jurisdiction of the state or federal courts situated in that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

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

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

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

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

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

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

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

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

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

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

07 MAY - 1 4M 11:55

CITY CLERK DEPT.

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

THE CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Lupe Cuellar
Assistant City Attorney

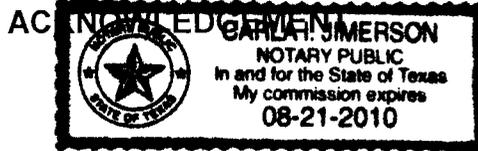
Patricia D. Adauto
Patricia D. Adauto, Deputy City Manager
Development & Infrastructure Services

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

Robert D. Andron
Robert D. Andron
General Counsel

Edmund G. Archuleta
Edmund G. Archuleta, P.E.
General Manager

STATE OF TEXAS)
COUNTY OF EL PASO)



This instrument was acknowledged before me on the 8th day of May, 2007, by Joyce A. Wilson, as City Manager of the City of El Paso, Texas.

Carla J. Emerson
Notary Public, State of Texas

ACKNOWLEDGEMENT

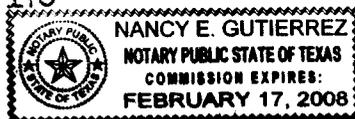
STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 20th day of May, 2007, by Edmund G. Archuleta, as General Manager of the El Paso Water Utilities, Public Service Board.

Nancy E. Gutierrez
Notary Public, State of Texas

07 MAY - 1 AM 11:55

CITY CLERK DEPT.



ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2007.

By: Rio Valley, LLC
General Partner

By: Jack Wentor
President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 27th day of April 2007, by, as general partner and on behalf of, a Texas limited partnership.



Aracely J. Munoz
Notary Public, State of Texas

CITY CLERK DEPT.
MAY - 1 AM 11:55

EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT "A"

PROPERTY DESCRIPTION

MOLT FARM

07 MAY 1955

BEING the description of a tract of land now known as Tract 5 in Block 14 of the Upper Valley Surveys in El Paso County, Texas, according to the resurvey map of said Upper Valley made by the County Surveyor of El Paso County, Texas and accepted by the Commissioner's Court of El Paso County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point, said point is the intersection of the West R.O.W. line of Westside Road and the North R.O.W. line of Borderland Road, and is the true Point of Beginning of the tract being described;

THENCE North 01° 30' 25" East along the said West R.O.W. line of Westside Road a distance of 1918.36 feet to a point;

THENCE North 89° 58' 35" West a distance of 1449.20 feet to a point;

THENCE South 00° 06' 00" East a distance of 1918.30 feet to a point in the North R.O.W. line of Borderland Road, said point bears due East a distance of 144.5 feet from the point of intersection of the North R.O.W. line of Borderland Road with the boundary line between Texas and New Mexico;

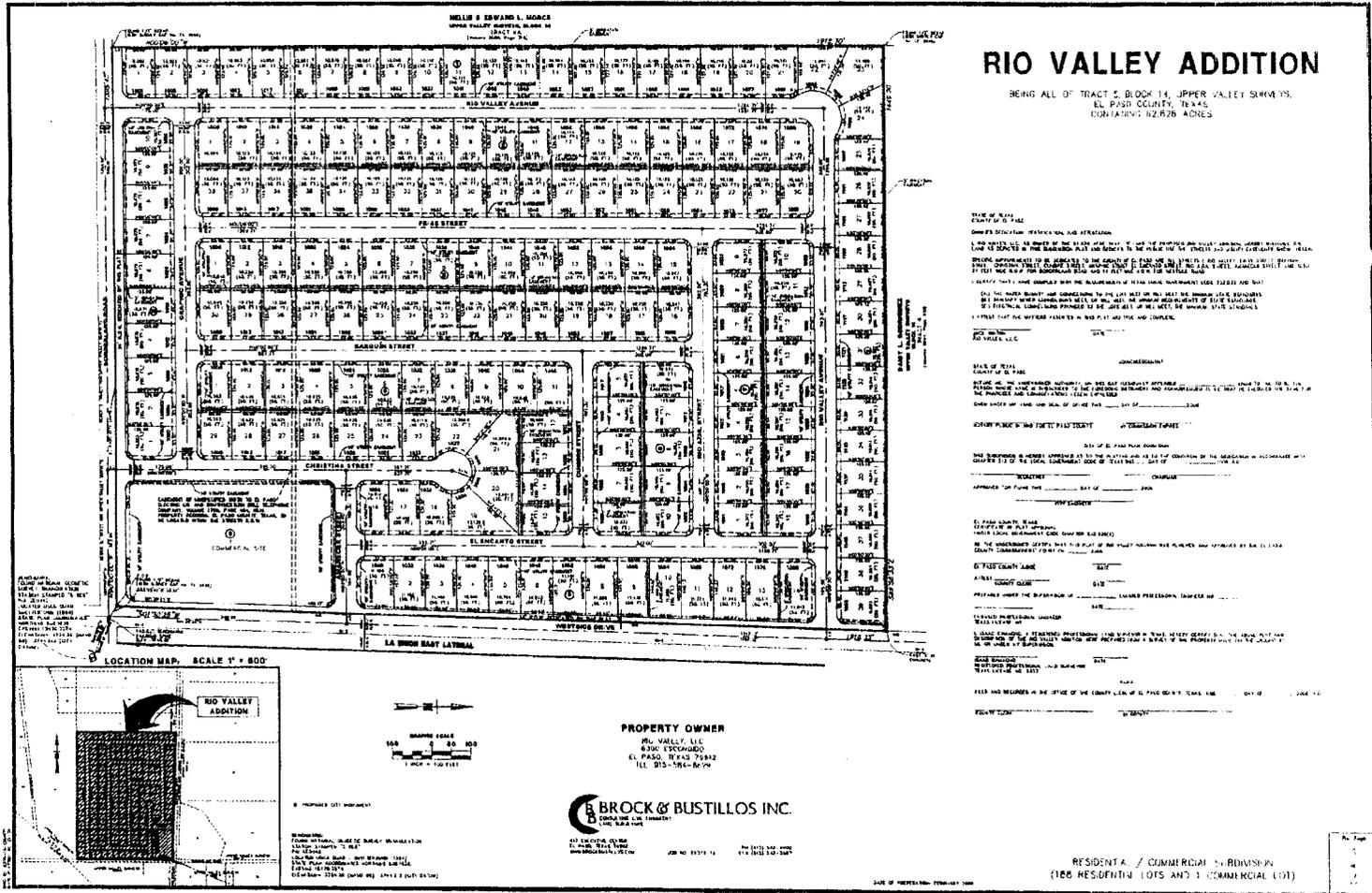
THENCE due East along said North R.O.W. line of Borderland Road a distance of 1395.40 feet to the Point of Beginning of the tract herein described and containing 62.626 acres of land more or less.

07 MAY 1955

CITY CLERK DEPT.

EXHIBIT "B"

SUBDIVISION PLAT



RIO VALLEY ADDITION

BEING ALL OF TRACT 5, BLOCK 14, UPPER VALLEY SURVEYS,
EL PASO COUNTY, TEXAS,
CONTAINING 52,876 ACRES

STATE OF TEXAS
COUNTY OF EL PASO

COMMISSIONER OF PUBLIC SAFETY AND AERATION

I, _____, COUNTY CLERK OF EL PASO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THIS COUNTY ON THIS _____ DAY OF _____, 2011, AT _____ O'CLOCK _____ M., AND THAT THE SAME IS CORRECTLY INDEXED IN THE PUBLIC RECORDS OF THIS COUNTY UNDER THE NUMBER _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT EL PASO, TEXAS, THIS _____ DAY OF _____, 2011.

COUNTY CLERK

STATE OF TEXAS
COUNTY OF EL PASO

COMMISSIONER OF PUBLIC SAFETY AND AERATION

I, _____, COUNTY CLERK OF EL PASO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THIS COUNTY ON THIS _____ DAY OF _____, 2011, AT _____ O'CLOCK _____ M., AND THAT THE SAME IS CORRECTLY INDEXED IN THE PUBLIC RECORDS OF THIS COUNTY UNDER THE NUMBER _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT EL PASO, TEXAS, THIS _____ DAY OF _____, 2011.

COUNTY CLERK

STATE OF TEXAS
COUNTY OF EL PASO

COMMISSIONER OF PUBLIC SAFETY AND AERATION

I, _____, COUNTY CLERK OF EL PASO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THIS COUNTY ON THIS _____ DAY OF _____, 2011, AT _____ O'CLOCK _____ M., AND THAT THE SAME IS CORRECTLY INDEXED IN THE PUBLIC RECORDS OF THIS COUNTY UNDER THE NUMBER _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT EL PASO, TEXAS, THIS _____ DAY OF _____, 2011.

COUNTY CLERK

PROPERTY OWNER
RIO VALLEY, LLC
8100 VICKHURD
EL PASO, TEXAS 79912
TEL: 915-561-8070

BROCK & BUSTILLOS INC.
CONSULTING ENGINEERS
4111 W. HUNTER, SUITE 100
EL PASO, TEXAS 79907
TEL: 915-768-1100
WWW.BROCKANDBUSTILLOS.COM

RESIDENTIAL / COMMERCIAL SUBDIVISION
(188 RESIDENTIAL LOTS AND 1 COMMERCIAL LOT)

CITY CLERK DEPT.
07 MAY - 1 4M 11:55

EXHIBIT "C"

DESCRIPTION OF PSB FACILITIES AND LINES

EXHIBIT "C"

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

Far West County Lift Station

| Subdivision | Developer | Acres | LUE | Percent of Lots | Peak Flow | |
|---------------------------------------|------------|---------------|-------------|-----------------|------------|-------------|
| | | | | | (gpm) | (MGD) |
| Hagan Property | | 60 | 192 | 12.71 | 118 | 0.17 |
| Rio Valley Addition | (Winton) | 62.628 | 188 | 12.44 | 115 | 0.17 |
| Los Nogales | | 47.85 | 52 | 3.44 | 32 | 0.05 |
| River Park West Unit 7 | (O'Leary) | 3 | 12 | 0.79 | 7 | 0.01 |
| SUBTOTAL | | 198.5 | 444 | 29.39 | 272 | 0.39 |
| Ancraft Estates | (Schwartz) | 81.48 | 210 | 13.90 | 129 | 0.19 |
| Cottonwood | | 82.0 | 42 | 2.78 | 26 | 0.04 |
| Prado Verde | | 98.0 | 117 | 7.74 | 72 | 0.10 |
| Canutillo Independent School District | | 25 | 50 | 3.31 | 20 | 0.03 |
| other properties | | 218.46 | 648 | 42.88 | 397 | 0.57 |
| TOTAL | | 856.40 | 1511 | 100.00 | 915 | 1.32 |

| Cost Sharing Breakdown | % of Participants | Refundable Amt. per Participant | Total cost per Participant | Cost per LUE |
|------------------------|-------------------|---------------------------------|----------------------------|--------------|
| \$208,792 | 43.24 | \$ 359,013.80 | \$ 567,805.84 | \$2,957.32 |
| \$204,442 | 42.34 | \$ 351,534.35 | \$ 555,976.55 | \$2,957.32 |
| \$56,548 | 11.71 | \$ 97,232.90 | \$ 153,780.75 | \$2,957.32 |
| \$13,050 | 2.70 | \$ 22,438.36 | \$ 35,487.86 | \$2,957.32 |
| \$482,832 | 100.00 | \$ 830,219.42 | \$ 1,313,081.00 | |

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

| Description | Unit | Quantity | Cost/unit | Total |
|---|------|----------|-----------|--------------------|
| Installation of 1.5 MGD Lift Station (complete) | EA | 1 | \$375,000 | \$1,100,000 |
| Electrical | LS | 1 | \$60,000 | \$27,401 |
| 12-inch Force Main | LF | 4400 | \$40 | \$400,100 |
| Trench Safety System | LF | 4400 | \$2.50 | \$0 |
| Pavement Cut & Restoration (2-inch HMA) | SF | 22000 | \$14 | \$0 |
| 2-Sack Backfill | CY | 815 | \$40 | \$0 |
| Dewatering | LS | 1 | \$35,000 | \$35,000 |
| Sub-Total | | | | \$1,582,801 |
| Contingency | % | 0 | | \$50,000 |
| Payment and Performance Bond | % | 0 | \$30,550 | \$30,550 |
| Total Estimate of Probable Cost | | | | \$1,643,051 |

| Meter size | Demand (GPM) | Equivalent Meter size |
|------------|--------------|-----------------------|
| 5/8 x 3/4" | 15 | 1 |
| 1" | 37 | 2.47 |
| 1 1/2" | 75 | 5 |
| 2" | 120 | 8 |
| 3" | 240 | 16 |
| 4" | 375 | 23 |
| 6" | 750 | 30 |
| 8" | 1400 | 93.33 |
| 10" | 2000 | 133.33 |

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

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

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

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

Total Cost of Lift Station

\$ 1,643,051

Participants In Lift Station

| | |
|-------------------------|---------------------|
| CISD (thru the EPWU) | \$ 55,000 |
| El Paso Water Utilities | \$ 275,000 |
| Borderland Development | \$ 1,313,051 |
| | \$ 1,643,051 |

Amount Eligible to be Refunded

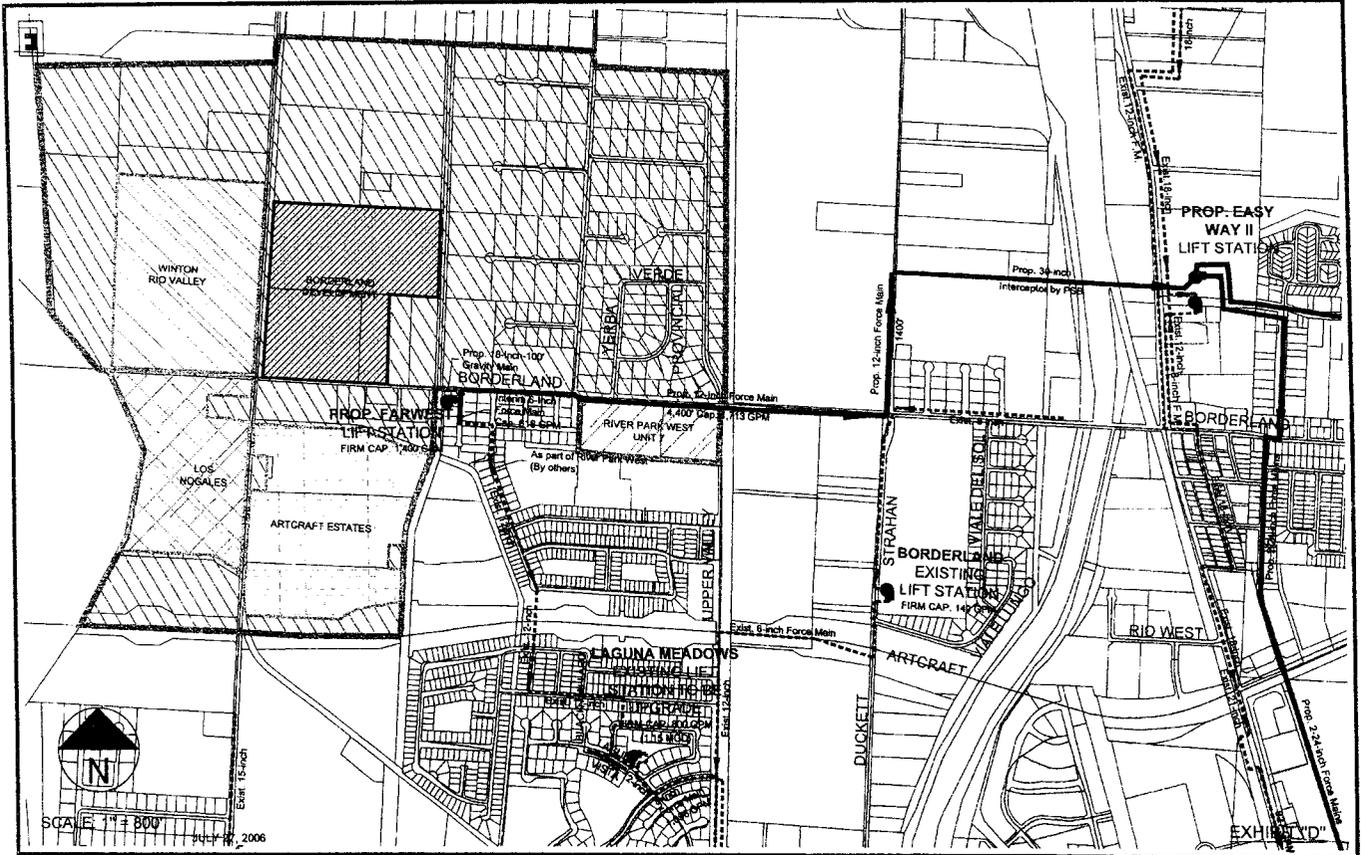
| | | | | | | |
|--|------------|---|------|-----|---|------------|
| Refundable Number of Lots/LUE-Outside City | 1511 | - | 50 | 444 | = | \$ 830,219 |
| Refundable Amount per Lot/LUE | \$ 830,219 | + | 1017 | | = | \$ 818 |

Amount NOT Eligible to be Refunded

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

MAY -1 AM 11:55
CITY CLERK DEPT.

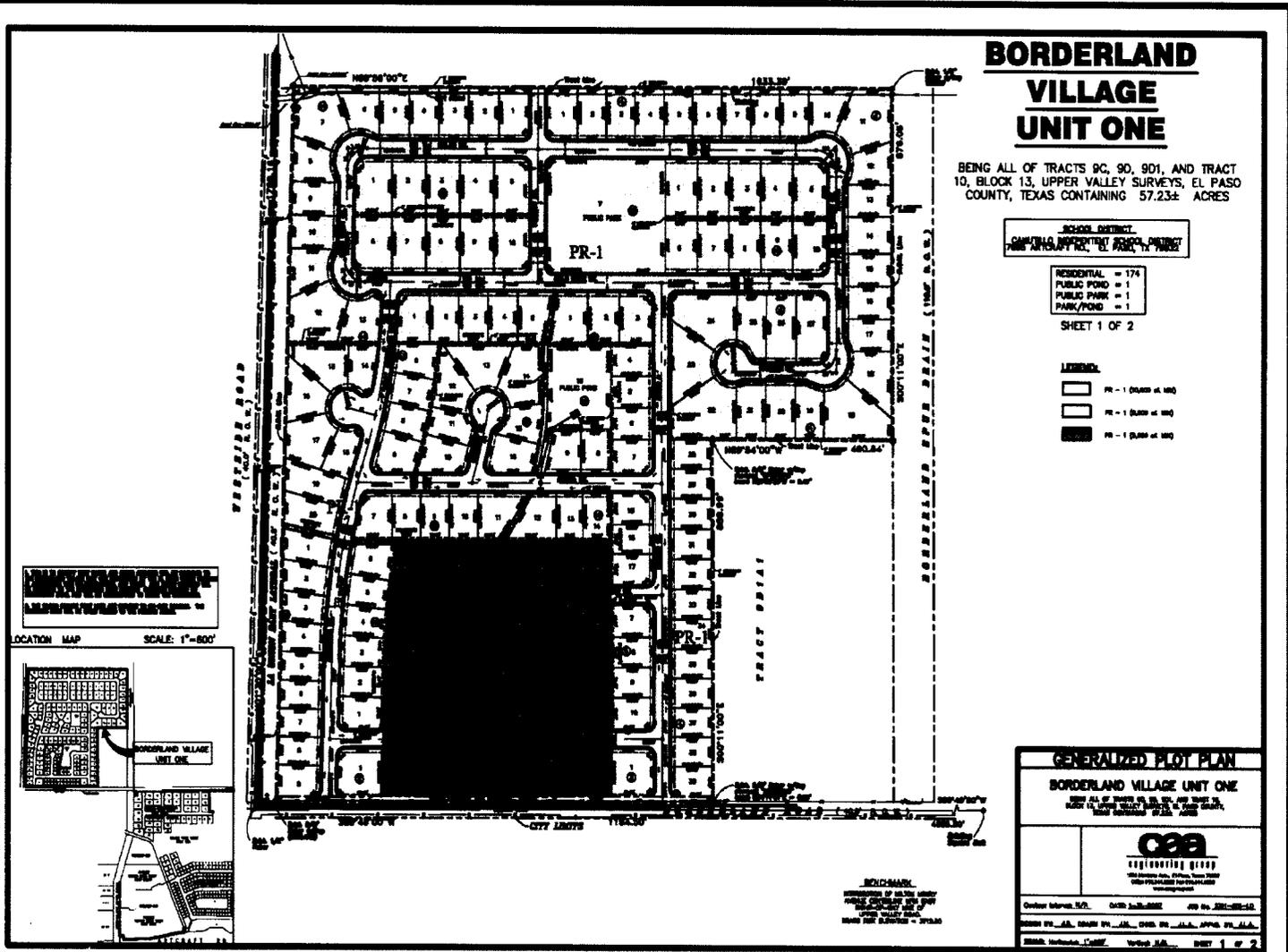
EXHIBIT "D"
PSB FACILITIES LOCATIONS



CITY CLERK DEPT.
 07 MAY - 1 AM 11:55

EXHIBIT "E"

JAMAS PROPERTY



07 MAY - 1 AM 11:55
 CITY CLERK DEPT.