

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

DEPARTMENT: Development Services Department
AGENDA DATE: CCA Consent 09/25/07
CONTACT PERSON/PHONE: Eddie Garcia, Senior Planner – 541-4638
DISTRICT(S) AFFECTED: 5

SUBJECT:

A RESOLUTION THAT THE CITY MANAGER BE AUTHORIZED TO SIGN A DEVELOPER PARTICIPATION AGREEMENT BETWEEN CITY OF EL PASO AND RANCHOS REAL IV, LTD., 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 PROPERTY DESCRIBED AS *A PORTION OF SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD 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 DESCRIBED BELOW.

FURTHER, THAT THE CITY MANAGER BE AUTHORIZED TO SIGN AND ACCEPT A DEDICATION DEED FROM RANCHOS REAL IV, LTD, CONVEYING TO THE CITY OF EL PASO A 11.029 ACRE PARCEL OF LAND, MORE OR LESS, FOR PARKLAND PURPOSES, IN SATISFACTION OF THE COMMUNITY PARKLAND REQUIREMENTS IMPOSED BY ORDINANCE NUMBER 014264. ACCEPTANCE OF THE DEDICATION DEED IS CONDITIONED ON APPROVAL OF DEVELOPER PARTICIPATION AGREEMENT.
APPLICANT: DOUGLAS A. SCHWARTZ

BACKGROUND / DISCUSSION:

See attached report.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

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

REQUIRED AUTHORIZATION****

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Kelly Carpenter, AICP

APPROVED FOR AGENDA:

RESOLUTION

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

That the City Manager be authorized to sign a Developer Participation Agreement between City of El Paso and Ranchos Real IV, LTD., 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 property described as *a portion of Section 39, Block 79, Township 2, Texas and Pacific Railroad 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 described below.

Further, that the City Manager be authorized to sign and accept a Dedication Deed from Ranchos Real IV, LTD, conveying to the City of El Paso a 11.029 acre parcel of land, more or less, for parkland purposes, in satisfaction of the community parkland requirements imposed by Ordinance Number 014264. Acceptance of the Dedication deed is conditioned on approval of Developer Participation Agreement

ADOPTED 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, Subdivision Coordinator
Development Services Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

DEVELOPMENT AGREEMENT

This Agreement is made this day of **August, 2007**, by and between **RANCHOS REAL IV, LTD., A TEXAS LIMITED PARTNERSHIP**, hereinafter referred to as the “Developer,” and the **CITY OF EL PASO**, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, Title 19 (Subdivisions) of the El Paso Municipal Code permits the off-site dedication of parkland; and

WHEREAS, the Developer proposes to dedicate **11.029** acres of land to the City as off-site parkland in accordance with the El Paso City Code; and

WHEREAS, the City Plan Commission on **April 5, 2007**, authorized the off-site dedication of the park site per requirements of Chapter 19.12 of the El Paso City Code; and

WHEREAS, the City is not prohibited from entering into this agreement (“Agreement”) by Texas Local Government Code Section 212.071; and

WHEREAS, the El Paso City Council has authorized this 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 **11.029** acre parcel of land, more or less, being *a portion of Section 39, Block 79, Township 2, Texas and Pacific Railroad 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 and referred to hereinafter as the “Park Site,” hereby agrees to dedicate said property to the City for park purposes.

2 **PARKLAND DEDICATION CREDIT:** The Developer, by this off-site dedication will obtain a parkland credit of .029 acres of land dedication which may be applied toward any subsequent parkland requirement within Park Zone E-9 as shown on Exhibit “B”, which is attached hereto for all purposes, or as provided for in Section 19.12.085 of the City’s Subdivision Ordinance, pursuant to the applicable El Paso Municipal Code provisions.

3 **PARKLAND CALCULATION:** When the Developer submits a subdivision plat for residential development located within Park Zone E-9, or an adjacent Park Zone as permitted in Section 19.12.085 of the City’s Subdivision Ordinance, the amount of parkland required by Chapter 19.26.030 of the El Paso Municipal Code shall be deducted from said parkland dedication credit. The Developer, and its related entities, successors and assigns shall receive such credit on an acre by acre (or portion thereof) basis, and in no case shall the credit be calculated using fees in lieu of land based on the fair market value of land within Park Zone E-9.

4 **PARK IMPROVEMENTS:** The Park Site shall be improved by the Developer in accordance with the requirements of Chapter 19.12.050(C) (Parkland Dedication) and all other applicable provisions of the Code in effect on the date hereof.

4. 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 “C”, 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 (the “Department”) in effect on the date hereof.

4.2 Upon completion of the improvements, which shall be considered to be accomplished when the last such improvement listed on Exhibit “C” is installed, or planted in accordance with the Park Design Guidelines and Standards of the City’s Parks and Recreation

Department at the Park Site, in effect on the date hereof. Developer's books and other records related to the improvements shall be available for inspection by the City upon written request.

5. **CITY PARTICIPATION:** The City does not anticipate expending any of its own resources in the initial development of the Park Site.

6. **CONVEYANCE & TITLE:** 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. Developer shall deliver to the Planning, Research and Development Department the deed conveying fee simple title of the Park Site in accordance with Chapter 19.12 (Parkland Dedication) of the Code.

7. **TAXES:** The Developer agrees to pay all ad valorem taxes, standby fees and assessments by any taxing authority on the City prorated through the date of acceptance of the deed conveying fee simple title by the City Council.

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 in effect on the date hereof.

9. **STREET DEVELOPMENT:** When the Developer submits a subdivision plat map adjacent to, abutting or surrounding the Park Site, the Developer agrees to provide all necessary drawings, plans, and specifications, according to current City design standards and policies for the improvement and extension of future subdivision streets, which abut the outer perimeter of the Park Site, in accordance with all applicable provisions of the Code. Street improvements shall include all sewer, water, gas, electric, curb, gutter and median landscaping in accordance with approved street plans. Construction of said streets shall be in accordance with the approved subdivision improvement plans, and shall be completely installed and constructed

by the Developer within the time period specified for construction of subdivision improvements in Title 19 (Subdivisions) of the Code.

10. **INSURANCE & INDEMNITY:** The Developer agrees to provide the following as a condition of the Agreement 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. Such policy shall name the City as an additional insured and shall be issued by an insurance company licensed to do business in Texas. Such policy shall provide for thirty (30) days written notice to the City prior to cancellation or material alteration of the insurance coverage.

Developer is required to purchase liability insurance on behalf of the City or, alternatively, may name the City as an additional insured on the policy of general liability insurance referenced above. Such insurance shall provide coverage for any alleged acts or omissions of the City, its agents, employees or independent contractors, alleged or asserted by any individual, in connection with the performance of this Agreement.

Developer shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Developer, its officers, agents, servants or employees.

No installation or maintenance shall be conducted by Developer until Developer files a copy of the policy or certificate of liability insurance as herein set forth with the City Clerk, the City Attorney's Office, and the Director of the El Paso Parks and Recreation Department (the "Director"). Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without ten (10) days prior written notice to the City Clerk. Failure to keep the policy in full force and effect throughout the term of this Agreement shall be grounds for cancellation of this Agreement.

INDEMNIFICATION: As a condition of this Agreement, Developer or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO DEVELOPERS ACTIONS UNDER THIS AGREEMENT. Without modifying the conditions precedent for preserving defenses, asserting claims or enforcing any legal liability, against the City as required by the City in any claim or legal proceeding contemplated herein. Developer will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as Developer may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Developer will pay all judgments in actions defended by Developer pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Developer, and

premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to Developer's property from any cause.

11. **BOND REQUIRED.** Prior to commencement of construction of the Park Improvements, Developer must provide a performance bond for the total estimated 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 22.53. The bond shall identify the City as Owner and Oblige 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.

12. **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.

13. **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.

14. **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.

15. **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 in 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.

16. **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.

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

City of El Paso
Development Services Department
Attn: Planning Deputy Director
2 Civic Center Plaza
El Paso, Texas 79901

Ranchos Real IV, LTD.
1790 Lee Trevino
Suite 601
El Paso, Texas 79936

18. **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.

19. **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.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

DEVELOPMENT AGREEMENT

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

CITY OF EL PASO:

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Kelly Carpenter
Kelly Carpenter, Deputy Director
Development Services Department
Planning Division

RANCHOS REAL IV, LTD.:

BY: _____
Douglas A. Schwartz, Vice President of Ranchos
Real Developers, Inc., General Partner of Ranchos
Real IV, LTD.

(Acknowledgments on following page)

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2007, by JOYCE A. WILSON as City Manager of **THE CITY OF EL PASO**, a municipal corporation, on behalf of said corporation.

My Commission Expires:

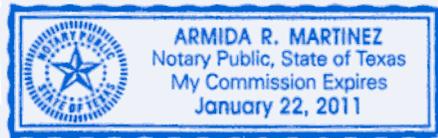
Notary Public, State of Texas
Notary's Printed or Typed Name:

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 14 day of September, 2007, by Douglas G. Schwartz as Vice President of Ranchos Real Developers, Inc. General Partner of Ranchos Real IV, LTD., a Texas limited partnership, on behalf of said limited partnership.

My Commission Expires:

Armida R. Martinez
Notary Public, State of Texas
Notary's Printed or Typed Name:
ARMIDA R. MARTINEZ



Being a Portion of Section 39,
Block 79, Township 2,
Texas and Pacific Railroad Company Surveys,
City Of El Paso, El Paso County, Texas
January 25, 2007

Exhibit A

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 39, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference a found ½” rebar with cap “5152” set for the common corner of Sections 39, 38, 46, and 47, from which a found 2” pipe set in concrete for the common corner of Sections 37, 38, 47, and 48 bears North 89°59’49” East a distance of 5315.81; Thence along the southerly boundary line of Section 39, South 89°57’37” West a distance of 60.00 feet to a set ½” rebar with cap “5152” at the west right of way line of proposed Rich Beem Boulevard, said point being the “TRUE POINT OF BEGINNING”.

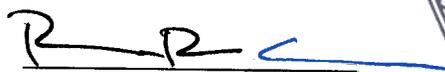
Thence with said southerly line, South 89°57’37” West a distance of 1,584.75 feet to a set ½” rebar with cap “5152”, from which a 1” rebar bears North 47°14’53” East a distance of 0.66 feet,;

Thence leaving said southerly line, North 00°34’37” West a distance of 306.21 feet to a set ½” rebar with cap “5152”;

Thence, South 89°49’12” East a distance of 1,584.81 feet to a set ½” rebar with cap “5152” at the west right of way line of proposed Rich Beem Boulevard;

Thence with said west right of way line, South 00°34’37” East a distance of 300.13 feet to a set ½” rebar with cap “5152” feet to “TRUE POINT OF BEGINNING” and containing in all 480,427.49 square feet or 11.029 acres of land more or less.




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

job#_107-59

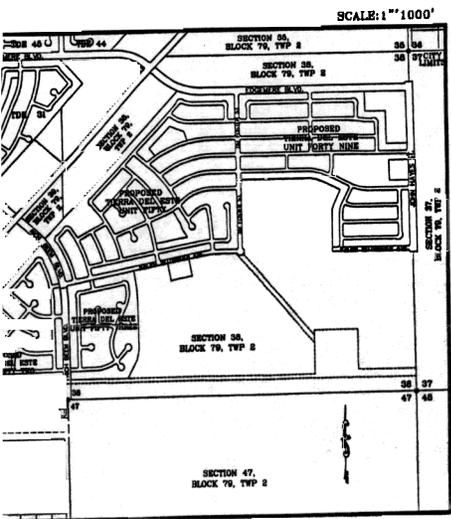
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

BEING A PORTION OF TRACT 2, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS
Containing Approximately 1480,427±SQ.FT. OR 11,029 ±acres

SCALE: 1"=100'



ROAD 17 PIPE
BURIED CAP IN CONC.
DIST. 27.84±1.44'



- NOTES**
1. BEARING BASE IS TRUE NORTH FOR A TRANSVERSE MERCATOR SURFACE PROJECTION AS DETERMINED BY GPS METHODS BASED AT A SET 1/2 REBAR WITH CAP "B153" WITH COORDINATES
LATITUDE: 31°47'01.284"N
LONGITUDE: 106°14'54.700"W
NAD83(11) 2828.2248
 2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO 48021201750, DATED SEPTEMBER 4, 1981 THIS PROPERTY IS IN FLOOD HAZARD ZONE X OUTSIDE THE 500 YEAR FLOOD-PLAIN.
 3. SET 1/2" REBAR WITH CAPS MARKED TX 8182 ON ALL CORNERS UNLESS OTHERWISE NOTED.
 4. THIS SURVEY WAS PERFORMED WITH OUT THE BENEFIT OF A TITLE COMMITMENT. FOR TITLE INSURANCE.
 5. A METES AND BOUNDS DESCRIPTION DATED 1-29-2007 ACCOMPANIES THIS PLAT.
 6. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATED BY ON SITE EVIDENCE AND RECORD INFORMATION.
 7. PROPERTY SUBJECT TO THE FOLLOWING:
 - A. 87 JOBE CONCRETE PRODUCTS, INC. PRIVATE EASEMENT FOR INGRESS AND EGRESS RECORDED IN BK. 3336, PG. 1628, REAL PROPERTY RECORDS, AS PER ARTICLE 10-C OF RECORD DOCUMENT. THE EASEMENT IS TO TERMINATE 180 DAYS UPON LAND TRANSFER BY THE TEXAS PACIFIC LAND TRUST SAID LAND TRANSFER EVENT OCCURRED ON SEPTEMBER 30, 2004, AS PER DOCUMENT RECORDED BY INSTRUMENT #20040081504. WHEN SUBJECT PROPERTY WAS DECEDED TO RANCHOS REAL IV, LTD.
 - B. EL PASO ELECTRIC COMPANY POLE LINE EASEMENT RECORDED IN BK. 476, PG.817, REAL PROPERTY RECORDS.
 - C. EL PASO NATURAL GAS COMPANY PIPE LINE EASEMENT RECORDED IN BK. 381, PG.188, REAL PROPERTY RECORDS.
 - D. TERMS, CONDITIONS AND STIPULATIONS OF ANNEXATION CONTRACT, DATED JUNE 27, 2006, RECORDED BY INSTRUMENT#1846, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - E. TERMS, CONDITIONS AND STIPULATIONS OF DEVELOPMENT AGREEMENT, DATED JANUARY 31, 2006, RECORDED BY INSTRUMENT#1846, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.

Exhibit A

CONDE INC.
DESIGNING / PLANNING / SURVEYING / CAD
1700 LEE TRAVIS DRIVE - SUITE 400 - EL PASO, TEXAS 79906
PHONE (940) 842-0851 FAX (940) 842-0858

©COPYRIGHT 2007/2008 CONDE INC.
ALL RIGHTS RESERVED



CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.
[Signature]
D. A. L. LINDSEY
REGISTERED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 12458

Exhibit B



VEJA RICA

AZOGUE

GAMBUSINO

OROFRES

APAPICO

CARAVANOLA

HUECO WATER WELLS

ZARAGOZA

PEBBLE HILLS

TIERRA GALVEZ

TIERRA MINA

TIERRA NORA

TIERRA ASIA

TIERRA PAOLA

TIERRA BOWLES

TIERRA AYALA

TIERRA MOKHE

TIERRA PUEBLO

TIERRA SALAS

TIERRA PUEBLO

TIERRA MISION

TIERRA SONORA

TIERRA JASMINA

TIERRA SARA

TIERRA LANCE

TIERRA KARLA

TIERRA FERTIL

TIERRA LANCE

TIERRA VERGEL

TIERRA BAHIA

TIERRA CALDA

E-9

E-7

Tierra Del Este 52 Offsite Parkland Dedication

Exhibit C

Schedule of Park Improvements as Per Chapter 19.12.05

Paving frontage, curbing, gutter and utility extensions for all street frontage abutting the outside perimeter of the parkland;

An accessible route installed adjacent to the curb on all street frontage abutting the outside perimeter of the parkland of a minimum width and construction to provide accessibility to individuals with disabilities as provided in the subdivision improvement design standards;

Grading, automatic irrigation and turf within the parkland boundaries, the design and installation as approved by the director of the parks and recreation department.

DEDICATION DEED

STATE OF TEXAS)

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF EL PASO)

That RANCHOS REAL IV, LTD. (Grantor) for Ten Dollars (\$10.00) cash and other valuable consideration to it in hand paid by the CITY OF EL PASO (Grantee) whose address is Two Civic Center Plaza, El Paso, Texas 79901, the receipt and sufficiency of which is acknowledged, has DEDICATED, GRANTED and CONVEYED and by these presents does hereby DEDICATE, GRANT and CONVEY as community parkland unto the said Grantee all that certain parcel of land situated in El Paso County, Texas and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

This conveyance is subject to easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens or conveyances, that affect the property; rights of parties in possession, and standby fees, taxes and assessments by any taxing authority for the year 2007 and subsequent assessments for changes in land use or ownership, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations and exceptions referenced herein.

IN WITNESS WHEREOF this Dedication Deed is executed this the 14 day of September, 2007.

RANCHOS REAL IV, LTD.

By: Ranchos Real Developers, Inc., General Partner

By: [Signature]
Douglas A. Schwartz, Vice President

STATE OF TEXAS

COUNTY OF EL PASO)
)

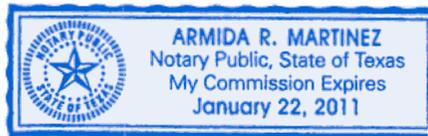
This instrument was acknowledged before me this 14 day of September, 2007, by Douglas A. Schwartz, Vice President of Ranchos Real Developers, Inc., General Partner of Ranchos Real IV, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

AFTER RECORDING, RETURN TO:

City of El Paso
Attn: City Attorney
Two Civic Center Plaza
Ninth Floor
El Paso, Texas 79901



Being a Portion of Section 39,
Block 79, Township 2,
Texas and Pacific Railroad Company Surveys,
City Of El Paso, El Paso County, Texas
January 25, 2007

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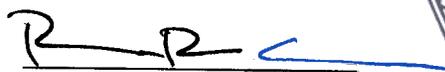
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Thence leaving said southerly line, North $00^{\circ}34'37''$ West a distance of 306.21 feet to a set $\frac{1}{2}$ " rebar with cap "5152";

Thence, South $89^{\circ}49'12''$ East a distance of 1,584.81 feet to a set $\frac{1}{2}$ " rebar with cap "5152" at the west right of way line of proposed Rich Beem Boulevard;

Thence with said west right of way line, South $00^{\circ}34'37''$ East a distance of 300.13 feet to a set $\frac{1}{2}$ " rebar with cap "5152" feet to "TRUE POINT OF BEGINNING" and containing in all 480,427.49 square feet or 11.029 acres of land more or less.



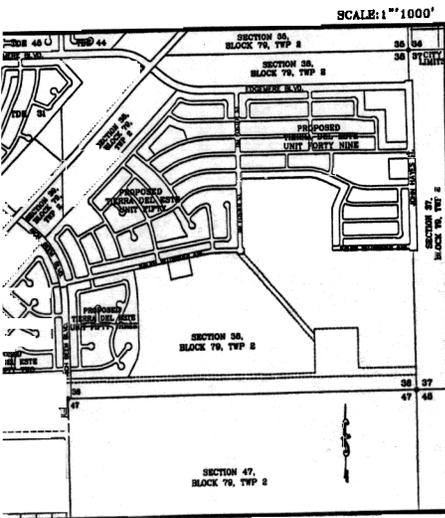

Ron R. Conde
R.P.L.S. No. 5152

job#_107-59

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

BEING A PORTION OF TRACT 2, SECTION 39, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS
Containing Approximately 1480,427±SQ.FT. OR 11,029 ±acres

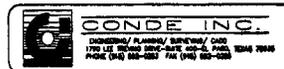
SCALE: 1"=100'



NOTES

1. BEARING BASE IS TRUE NORTH FOR A TRANSVERSE MERCATOR SURFACE PROJECTION AS DETERMINED BY GPS METHODS BASED AT A SET 1/2 REBAR WITH CAP "B153" WITH COORDINATES
LATITUDE: 31°47'01.284\" N
LONGITUDE: 104°15'46.700\" W
NAD83(11) 2828.2248
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO 48021201750, DATED SEPTEMBER 4, 1981 THIS PROPERTY IS IN FLOOD HAZARD ZONE X OUTSIDE THE 500 YEAR FLOOD-PLAIN.
3. SET 1/2\" REBAR WITH CAPS MARKED TX 8182 ON ALL CORNERS UNLESS OTHERWISE NOTED.
4. THIS SURVEY WAS PERFORMED WITH OUT THE BENEFIT OF A TITLE COMMITMENT, FOR TITLE INSURANCE.
5. A METES AND BOUNDS DESCRIPTION DATED 1-29-2007 ACCOMPANIES THIS PLAT.
6. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATED BY ON SITE EVIDENCE AND RECORD INFORMATION.
7. PROPERTY SUBJECT TO THE FOLLOWING:
 - A. 87 JOBE CONCRETE PRODUCTS, INC. PRIVATE EASEMENT FOR INGRESS AND EGRESS RECORDED IN BK. 3336, PG. 1628, REAL PROPERTY RECORDS, AS PER ARTICLE 10-C OF RECORD DOCUMENT. THE EASEMENT IS TO TERMINATE 180 DAYS UPON LAND TRANSFER BY THE TEXAS PACIFIC LAND TRUST SAID LAND TRANSFER EVENT OCCURRED ON SEPTEMBER 30, 2004, AS PER DOCUMENT RECORDED BY INSTRUMENT #20040091806 WHICH SUBJECT PROPERTY WAS DECEDED TO RANCHOS REAL IV, LTD.
 - B. EL PASO ELECTRIC COMPANY POLE LINE EASEMENT RECORDED IN BK. 476, PG.817, REAL PROPERTY RECORDS.
 - C. EL PASO NATURAL GAS COMPANY PIPE LINE EASEMENT RECORDED IN BK. 381, PG.188, REAL PROPERTY RECORDS.
 - D. TERMS, CONDITIONS AND STIPULATIONS OF ANNEXATION CONTRACT, DATED JUNE 27, 2006, RECORDED BY INSTRUMENT#18446, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - E. TERMS, CONDITIONS AND STIPULATIONS OF DEVELOPMENT AGREEMENT, DATED JANUARY 31, 2006, RECORDED BY INSTRUMENT#18446, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.

Exhibit A



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CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.
[Signature]
D. A. L. LINDSEY
REGISTERED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 12457

GENERAL INFORMATION

The applicant is proposing to dedicate 11.029 acres of land for use as a public park within the recently annexed property east of Zaragoza and south of Edgemere Boulevard. Primary access to the park will be from Rich Beem Boulevard.

The dedication of this park will satisfy parkland dedication requirements for Tierra Del Este 52, 53 and 54 as the park will be located within 1500 feet of the mentioned subdivisions.

STAFF RECOMMENDATION

The Development Coordinating Committee considered this request at its meeting of March 21, 2007 and unanimously recommended **approval** of acceptance of the off-site parkland dedication subject to the 2006 Annexation Agreement. The 2006 Annexation Agreement required that all parks within the annexation area be improved according to current City of El Paso Municipal Code. Tierra Del Este 52, 53 and 54 shall not be recorded until the offsite parkland dedication is approved by City Council.

Planning Division– Land Development Comments and Requirements

1. A print-out of the mathematical closure of the exterior boundary of the property, which indicates the error of closure of the respective parcel.
2. This Subdivision is within a Flood Zone X (un-shaded) “Areas determined to be outside 500 year flood plain”. Panel # **480212 0175**.

Engineering Department - Traffic Division

No comments received.

El Paso Water Utilities Comments

No comments received.

Fire Department Comments and Requirements

No comments received.

El Paso Electric Company

No comments received.

Texas Gas Service

No comments received.

Central Appraisal District

No comments received.

Geographic Information Systems

No comments received.

911

No comments received.

List of Attachments

- Attachment 1: Aerial
- Attachment 2: Survey
- Attachment 3: Land Study
- Attachment 4: Application

Attachment 1

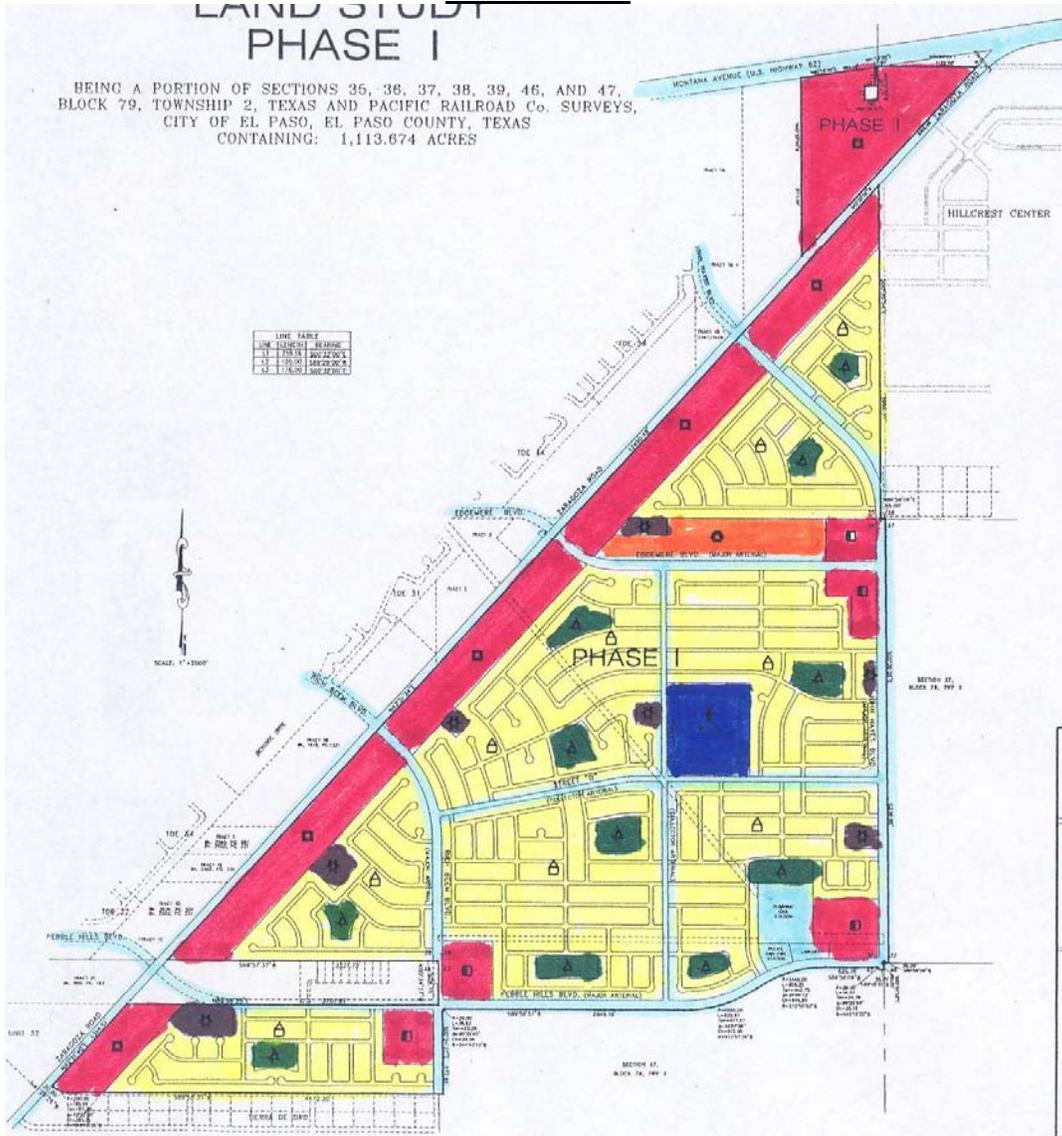


SUB07-00028

Attachment 2



Attachment 3





Attachment 4

APPLICATION FOR OFF-SITE PARKLAND DEDICATION

DATE February 15, 2007

- 1. APPLICANT'S NAME Ranchos Real IV, LTD SUR07-00028
 ADDRESS 1790 Lee Trevino, Ste. 601 ZIP CODE 79936 TELEPHONE 915-592-0283
- 2. Request is hereby made to dedicate the following Park Site:
 Legal Description: Being a portion of Section 39, Block 79, Township 2, Texas
and Pacific Railroad Company Surveys, City of El Paso, El Paso
County, Texas
- 3. Reason for the dedication request: To provide a Community Park within the approved
Land Study Area.
- 4. Surface Improvements located in subject property to be dedicated:
 None ___ Paving ___ Curb & Gutter ___ Power Lines/Poles ___ Fences/Walls ___ Structures ___ Other X
- 5. Underground Improvements located in the property to be dedicated:
 None ___ Telephone ___ Electric ___ Gas ___ Water ___ Sewer ___ Storm Drain ___ Other X
- 6. Related Applications which are pending (give name or file number):
 Zoning ___ Zoning Board of Adjustment ___ Subdivision X Building Permits ___ Other ___
- 7. Signatures: All owners of properties which abut the Park Site to be dedicated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description/Address	Telephone Number
<u>Ranchos Real IV, LTD</u>	<u>Being a Portion of Section</u>	<u>915-592-0290</u>
<u>BY: Ranchos Real</u>	<u>39, Block 79, Township 2,</u>	
<u>Developers, INC.</u>	<u>Texas and Pacific Railroad</u>	
<u>Its General Partner</u>	<u>Co. Surveys, City of El Paso</u>	
<u>Douglas A. Schwartz</u>	<u>County of El Paso, TX</u>	

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Off-Site Parkland Dedications. It is further understood that acceptance of this application in no way obligates the City to grant the Dedication.

The undersigned acknowledges that he is authorized to represent the property owner(s) and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of an Off-Site Parkland dedication request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

Signed By: _____
 Land Owner/Applicant/Agent _____
 Date _____

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.