

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

DEPARTMENT: Development Services

AGENDA DATE: November 6, 2007

CONTACT PERSON/PHONE: Larry F. Nichols, Deputy Director, Ext. 4557

DISTRICT(S) AFFECTED: 4

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Sandstone Ranch Estates Unit Two Subdivision-obtain permission from the City Council for a Conditional "B" permit as per Section 18.02.103.1.1.6 Prerequisite to Issuance of Permits

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

In accordance with Section 18.02.103.1.1.6 Prerequisite to Issuance of Permits, see attached Letter from EPT Land Assets, LP, owner and developer for Sandstone Ranch Estates Unit Two Subdivision.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Not for this subdivision

AMOUNT AND SOURCE OF FUNDING:

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

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

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

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

EPT Land Assets, LP
8201 Lockheed, Suite 235
El Paso, TX 79925

October 24, 2007

Development Services Department
#2 Civic Center Plaza
City of El Paso, Texas

Attention: **Larry F. Nichols, Deputy Director**

Re: Sandstone Ranch Estates Unit Two

Dear Mr. Nichols,

On behalf of EPT Land Assets, LP, owners of the property, we respectfully request a "Conditional B" building permit for the remaining lots within the subdivision as provided for in section 18.02.103.1.1.6.1., Section 1, Subsection B, iii.

All improvements have been completed including the water, sewer, curb and gutter, pavement and drainage facilities as per plans but have not been accepted by the city for maintenance. The inability to sell lots due to the inability to obtain building permits for the remainder of the homesites constitutes an economic hardship to the developer.

If you have any questions please let me know.

Thank you for your time and consideration in this matter.

Sincerely,



Tony G. Conde, P.E.
Mega Con, LLC
Project Manager for EPT Land Assets, LP

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 25 day of May, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and PHILLIPS HOMES OF EL PASO, INC., a Texas Corporation, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of: Lots 49, 50, 53, 58 through 62, 64 and 65, Block 1, SANDSTONE RANCH ESTATES UNIT TWO, an addition to El Paso County, Texas, according to the plat thereof recorded 5/4/07, under file No. 20070041697, Real Property Records, El Paso County, Texas. (the "Subdivision"); and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Develop and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements:), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. **An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot):
- B. **A Conditional "A" Building Permit** may be issued for the next twenty-five percent (25%) of the lots within the Subdivision (rounded to the next whole lot) if, in

addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and

- C. **A Conditional "B" Building Permit** may be issued for the remaining lots within the Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. **Risk of Commencement.** Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless from all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. **Certificate of Occupancy.** Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

5. **Release.** Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

DEVELOPER:

EPT LAND ASSETS, LP,
A Texas Limited Partnership
By its General Partner
EPT LAND ACQUISITION, LLC,
A Texas Limited Liability Company

By: _____
Its: _____

APPLICANT:

PHILLIPS HOMES OF EL PASO, INC.,
a Texas Corporation

By: Bart Phillips
Its: _____

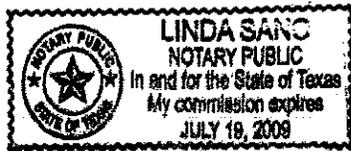
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the _____ day of _____, 2007, by _____ of EPT LAND ACQUISITION, LLC, a Texas Limited Liability Company, general partner of EPT LAND ASSETS, LP, a Texas Limited Partnership, its _____.

NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the 25 day of May, 2007, by _____ PHILLIPS HOMES OF EL PASO, INC., a Texas Corporation its _____.



[Signature]

NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:
EPT LAND ASSETS, LP
444 Executive Center Blvd.
Suite 240
El Paso, Texas 79902

Doc# 20070066743

#Pages 3 #NFPages 1
07/12/2007 03:12 PM

4

Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$24.00

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones

AFTER RECORDING RETURN TO:
EPT Land Assets, LP
444 Executive Center Blvd., Ste 240
El Paso, TX 79902

COURTESY RECORDING
NO TITLE LIABILITY

DEVELOPMENT AGREEMENT

#106
11-16-003820
3 pages
③

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 25 day of May, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and PHILLIPS HOMES OF EL PASO, INC., a Texas Corporation, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of: Lots 51, 52, 63, 66 and 67, Block 1, SANDSTONE RANCH ESTATES UNIT TWO, an addition to El Paso County, Texas, according to the plat thereof recorded 5/4/07, under file No. 20070041697, Real Property Records, El Paso County, Texas (the "Subdivision"); and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Developer and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements:), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. **An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot):
- B. **A Conditional "A" Building Permit** may be issued for the next twenty-five percent

(25%) of the lots within the Subdivision (rounded to the next whole lot) if, in addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and

- C. A **Conditional "B" Building Permit** may be issued for the remaining lots within the Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. Risk of Commencement. Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless from all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. Certificate of Occupancy. Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

5. Release. Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

DEVELOPER:

EPT LAND ASSETS, LP,
A Texas Limited Partnership
By its General Partner
EPT LAND ACQUISITION, LLC,
A Texas Limited Liability Company

By: [Signature]
Its: Manager

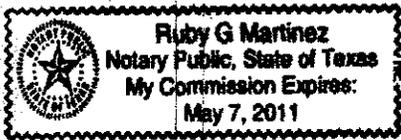
APPLICANT:

PHILLIPS HOMES OF EL PASO, INC.,
a Texas Corporation

By: [Signature]
Its: _____

THE STATE OF TEXAS §
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COUNTY OF EL PASO §

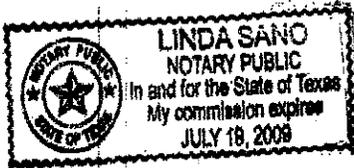
This instrument was acknowledged before me on this the 19 day of June, 2007, by William Ehrlich of EPT LAND ACQUISITION, LLC, a Texas Limited Liability Company, general partner of EPT LAND ASSETS, LP, a Texas Limited Partnership, its Manager



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Ruby G. Martinez
My Commission Expires: May 7, 2011

THE STATE OF TEXAS §
 §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the 25 day of May, 2007, by Bart Phillips PHILLIPS HOMES OF EL PASO, INC., a Texas Corporation its _____



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:
EPT LAND ASSETS, LP
444 Executive Center Blvd.
Suite 240
El Paso, Texas 79902

Doc# 20070067228
#Pages 3 #NFPages 1
07/13/2007 03:06 PM
Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$24.88

4

AFTER RECORDING RETURN TO:
EPT Land Assets, LP
444 Executive Center Blvd., Suite 240
El Paso, TX 79902

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
MAY 1 2011
MRS. CONCEPCION E. BARRERA
MAY 1 2011
MAY 1 2011

11-21-003332
JLW/MR
3pgs

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 17th day of August, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and LGG COMFORT HOMES, INC., a Texas Corporation, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of Lots 7, 8, 28 and 29, Block 2, SANDSTONE RANCH ESTATES (UNIT TWO), an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof filed May 4, 2007, under Clerk's file No. 20070041697, Real Property Records, El Paso County, Texas. (the "Subdivision"); and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Developer and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements"), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot):
- B. A Conditional "A" Building Permit** may be issued for the next twenty-five percent (25%) of the lots within the Subdivision (rounded to the next whole lot) if, in

addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and

- C. A Conditional "B" Building Permit may be issued for the remaining lots within the Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. **Risk of Commencement.** Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless from all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. **Certificate of Occupancy.** Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

5. **Release.** Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

DEVELOPER:

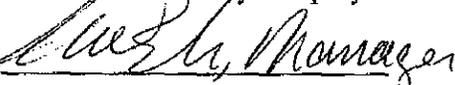
EPT LAND ASSETS, LP,

A Texas Limited Partnership

By its General Partner

EP LAND ACQUISITION, LLC,

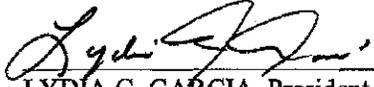
A Texas Limited Liability Company

By: 

Its: Manager

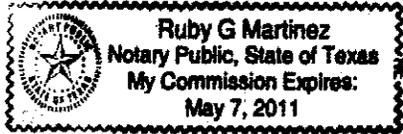
APPLICANT:

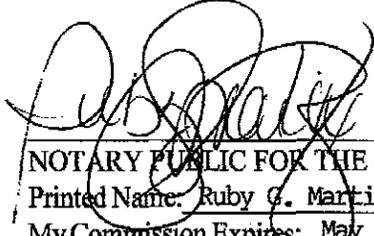
LGG COMFORT HOMES, INC.,
a Texas Corporation


LYDIA G. GARCIA, President

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

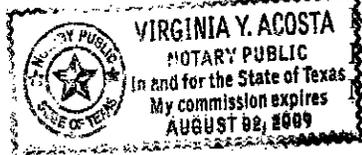
This instrument was acknowledged before me on this the 6 day of September, 2007, by WILLIAM EHRLICH of EPT LAND ACQUISITION, LLC, a Texas Limited Liability Company, general partner of EPT LAND ASSETS, LP, a Texas Limited Partnership, its Manager.

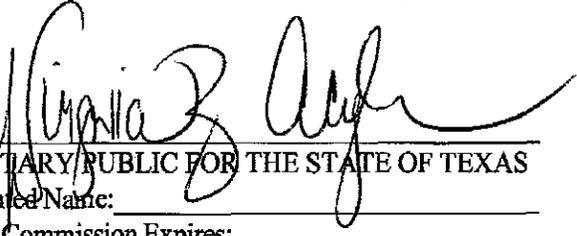



NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Ruby G. Martinez
My Commission Expires: May 7, 2011

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the 10 day of September, 2007, by LYDIA G. GARCIA of LGG COMFORT HOMES, INC., a Texas Corporation, its President.




NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

Doc# 20070087200
#Pages 3 #NFPages 1
09/18/2007 03:09 PM
Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$24.00

4

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones

RECORDED
RETURN TO:

EP T Fund Accts
444 Junction Center
El Paso TX 79902

SEP 18 2007
COUNTY CLERK
EL PASO COUNTY, TEXAS

11-21003307

186MY

3pp.

Doc# 20070087811

DEVELOPMENT AGREEMENT
(Sandstone Ranch Estates Unit Two)

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 11 day of September, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and TIERRA DORADA HOMES, LLC, a Texas Limited Liability Company, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of: Lots 11 through 14, Block 2 and Lots 23 through 24, Block 2 of: "SANDSTONE RANCH ESTATES UNIT TWO" and more particularly described as being a portion of Section 21, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas, recorded with Clerks file Number 20070041697 in Plat Records of El Paso County, Texas (the "Subdivision"); and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Develop and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements;"), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot):
- B. A Conditional "A" Building Permit** may be issued for the next twenty-five percent (25%) of the lots within the Subdivision (rounded to the next whole lot) if, in addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and

C. **A Conditional "B" Building Permit** may be issued for the remaining lots within the Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. Risk of Commencement. Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless form all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. Certificate of Occupancy. Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

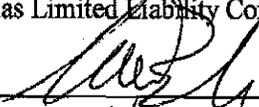
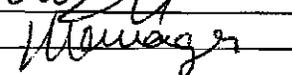
5. Release. Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

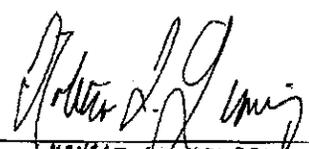
DEVELOPER:

EPT LAND ASSETS, LP,
A Texas Limited Partnership
By its General Partner
EP LAND ACQUISITION, LLC,
A Texas Limited Liability Company

By: 
Its: 

APPLICANT:

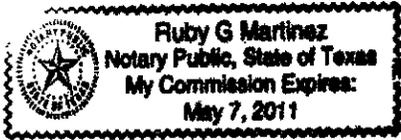
TIERRA DORADA HOMES, LLC
A Texas Limited Liability Company

By: 
Its: 

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this the 11 day of September, 2007, by William Ehrlich of EP LAND ACQUISITION, LLC, a Texas Limited Liability Company, its Manager

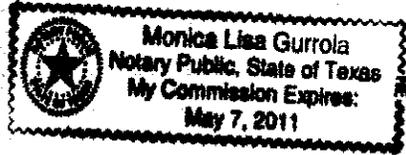


[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Ruby G. Martinez
My Commission Expires: May 7, 2011

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this the 27 day of June, 2007, by Robby Amenez of TIERRA DORADA HOMES, LLC, a Texas Limited Liability Company, its Managing Member



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Monica L. Gurrola
My Commission Expires: 5/7/11

AFTER RECORDING RETURN TO:

Doc# 20070087811
#Pages 3 #NFPages 1
9/12/2007 1:19:40 PM
Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$24.00

4

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.

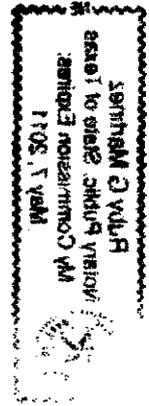
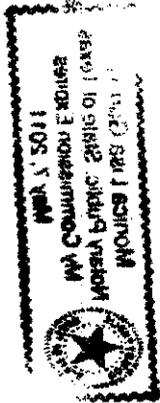


EL PASO COUNTY, TEXAS

Delia Briones

**AFTER RECORDING
RETURN TO:**

EPT LAND ASSESTS LP
444 EXECUTIVE CENTER
EL PASO, TX 79902



11-21-003385
156MK
3pp

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 30th day of July, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and TIERRA DORADA HOMES, LLC, a Texas Limited Liability Company, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of: Lots 23, 24 and 25, Block 2, SANDSTONE RANCH ESTATES UNIT TWO, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof filed May 4, 2007, under Clerk's file No. 20070041697, Real Property Records, El Paso County, Texas (the "Subdivision"); and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Develop and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements:), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot);

- B. **A Conditional "A" Building Permit** may be issued for the next twenty-five percent (25%) of the lots within the Subdivision (rounded to the next whole lot) if, in addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and
- C. **A Conditional "B" Building Permit** may be issued for the remaining lots within the Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. **Risk of Commencement.** Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless from all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. **Certificate of Occupancy.** Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

5. **Release.** Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

DEVELOPER:

EPT LAND ASSETS, LP,
A Texas Limited Partnership
By its General Partner
EPT LAND ACQUISITION, LLC,
A Texas Limited Liability Company

By: [Signature]
Its: Manager

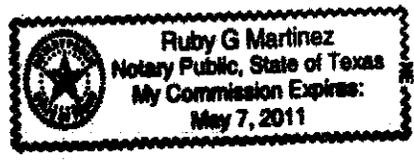
APPLICANT:

TIERRA DORADA HOMES, LLC,
a Texas Limited Liability Company

By: [Signature]
Its: President

THE STATE OF TEXAS §
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COUNTY OF EL PASO §

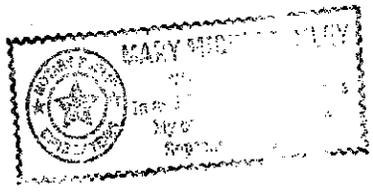
This instrument was acknowledged before me on this the 1st day of August, 2007, by William Ehrlich of EPT LAND ACQUISITION, LLC, a Texas Limited Liability Company, general partner of EPT LAND ASSETS, LP, a Texas Limited Partnership, its Manager.



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Ruby G. Martinez
My Commission Expires: May 7, 2011

THE STATE OF TEXAS §
 §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the 1st day of August, 2007, by Roberto Jimenez of TIERRA DORADA HOMES, LLC, a Texas Limited Liability Company its President.



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:
EPT LAND ASSETS, LP
444 Executive Center Blvd.
Suite 238
El Paso, Texas 79902

DEVELOPMENT AGREEMENT Doc# 20070085779
(Sandstone Ranch Estates Unit Two)

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 4 day of September, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and ZIA HOMES, INC., a Texas Corporation, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of: Lots 15 through 27 Block 1 and Lots 1 through 6 Block 3 of "SANDSTONE RANCH ESTATES UNIT TWO" and more particularly described as being a portion of Section 21, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas, recorded with Clerks file Number 20070041697 in Plat Records of El Paso County, Texas (the "Subdivision"); and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Developer and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements"), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. **An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot):
- B. **A Conditional "A" Building Permit** may be issued for the next twenty-five percent (25%) of the lots within the Subdivision (rounded to the next whole lot) if, in addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and

- C. **A Conditional "B" Building Permit** may be issued for the remaining lots within the Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. **Risk of Commencement.** Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless from all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. **Certificate of Occupancy.** Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

5. **Release.** Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

DEVELOPER:

EPT LAND ASSETS, LP,
A Texas Limited Partnership
By its General Partner
EP LAND ACQUISITION, LLC,
A Texas Limited Liability Company

By: [Signature]
Its: Manager

APPLICANT:

ZIA HOMES, INC.
A Texas Corporation

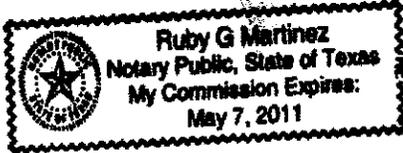
By: [Signature]
Its: _____

THE STATE OF TEXAS

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§

COUNTY OF EL PASO

This instrument was acknowledged before me on this the 5 day of September, 2007, by WILLIAM EHRLICH of EP LAND ACQUISITION, LLC, a Texas Limited Liability Company, its Manager



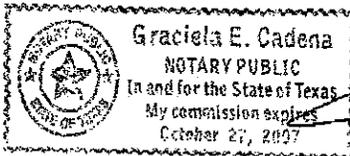
[Handwritten Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Ruby G. Martinez
My Commission Expires: May 7, 2011

THE STATE OF TEXAS

§
§
§

COUNTY OF EL PASO

This instrument was acknowledged before me on this the 4TH day of September, 2007, by DANIEL D. COSTA of ZIA HOMES, INC., a Texas Corporation, its President



[Handwritten Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: GRACIELA E. CADENA
My Commission Expires: OCTOBER 27, 2007

AFTER RECORDING RETURN TO:

Doc# 20070086779

#Pages 3 #NFPages 1

9/7/2007 3:29:33 PM

Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$24.00

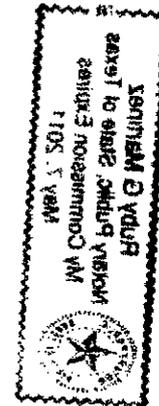
4

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 18th day of Sept, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and ZIA HOMES, INC., a Texas Corporation, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of: Lots 15 through 18, 23, 24, 26 and 27, Block 1 and Lots 5 and 6, Block 3, SANDSTONE RANCH ESTATES UNIT TWO, an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Clerk's File No. 20070041697, Real Property Records of El Paso County, Texas (the "Subdivision"); and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Develop and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements:), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot);
- B. A Conditional "A" Building Permit** may be issued for the next twenty-five percent (25%) of the lots within the Subdivision (rounded to the next whole lot) if, in

addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and

- C. **A Conditional "B" Building Permit** may be issued for the remaining lots within the Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. Risk of Commencement. Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless from all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. Certificate of Occupancy. Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

5. Release. Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

DEVELOPER:

EPT LAND ASSETS, LP,
A Texas Limited Partnership
By its General Partner
EPT LAND ACQUISITION, LLC,
A Texas Limited Liability Company

By: [Signature]
Its: Manager

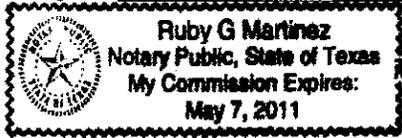
APPLICANT:

ZIA HOMES, INC., a Texas Corporation

By: [Signature]
Its: President

THE STATE OF TEXAS §
 §
 §
COUNTY OF EL PASO §

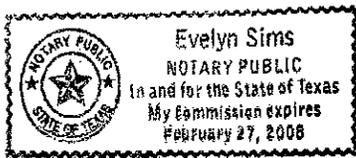
This instrument was acknowledged before me on this the 19 day of September, 2007, by WILLIAM EHRLICH of EPT LAND ACQUISITION, LLC, a Texas Limited Liability Company, general partner of EPT LAND ASSETS, LP, a Texas Limited Partnership, its Manager



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Ruby G. Martinez
My Commission Expires: May 7, 2011

THE STATE OF TEXAS §
 §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the 18th day of September, 2007, by Ronald D. Costa ZIA HOMES, INC., a Texas Corporation its President



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:
EPT LAND ASSETS, LP
444 Executive Center Blvd.
Suite 238
El Paso, Texas 79902

Doc# 2007091066

#Pages 3 #NFPages 1
09/21/2007 03:22 PM

Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$24.00

4

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS

SECTION 50.001
COUNTY CLERK
EL PASO COUNTY, TEXAS
1008 S. VAIL

DEVELOPMENT AGREEMENT

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100MP
5P88

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 13th day of June, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and E & V DEVELOPMENT LLC a Texas Limited Liability Company, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of: Block 1, Lots 28 through 40 and Block 2, Lots 1 through 4 and Lots 32 through 35 situated in SANDSTONE RANCH ESTATES UNIT TWO being a portion of Section 21, Block 81, TSP 1, Texas and Pacific Railroad Co. Surveys, City of El Paso, El Paso county, Texas; and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Developer and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements"), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. **An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot):
- B. **A Conditional "A" Building Permit** may be issued for the next twenty-five percent (25%) of the lots within the Subdivision (rounded to the next whole lot) if, in addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and
- C. **A Conditional "B" Building Permit** may be issued for the remaining lots within the

Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. Risk of Commencement. Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless from all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. Certificate of Occupancy. Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

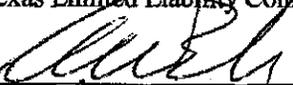
5. Release. Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

DEVELOPER:

EPT LAND ASSETS, LP,
A Texas Limited Partnership
By its General Partner
EP LAND ACQUISITION, LLC,
A Texas Limited Liability Company

By: 
Its: Manager

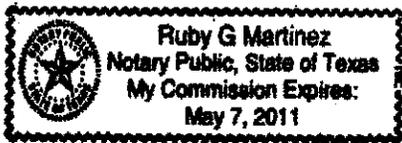
APPLICANT:

E & V Development LLC
A Texas Limited Liability Company

By: Kelly Perado
Its: Managing Member

THE STATE OF TEXAS :
:
COUNTY OF EL PASO :

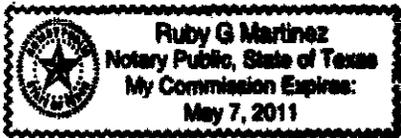
This instrument was acknowledged before me on this the 13 day of June, 2007, by William Ehrlich of EPT LAND ACQUISITION, LLC, a Texas Limited Liability Company, its Manager.



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS :
:
COUNTY OF EL PASO :

This instrument was acknowledged before me on this the 13 day of June, 2007, by Kelly Perado of E & V DEVELOPMENT, a Texas Limited Liability Company, its Managing Member.



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:

EXHIBIT A-1

PROPERTY TO BE SOLD

The following described twenty-one (21) lots situated in SANDSTONE RANCH ESTATES UNIT TWO being a portion of Section 21, Block 81, TSP 1, Texas and Pacific Railroad Co. Surveys, City of El Paso, El Paso County, Texas, and more particularly shown on Exhibit A-2 attached hereto as:

Block 1 Lots 28 through 40, and
Block 2 Lots 1 through 4 and Lots 32 through 35.

The sales price for each lot is THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).

Exhibit A

Lots 28 through 40, Block 1, Lots 1 through 4 and 32 through 35, Block 2, SANDSTONE RANCH ESTATES UNIT TWO, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof filed 5/4/07, under Clerk's file No. 20070041697, Real Property Records, El Paso County, Texas.

Print to:
E: J Development
11401 Polaris ES
JL Pools JX 79936

Doc# 20070062352
#Pages 5 HNFPages 1
07/02/2007 03:12 PM
Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$32.00

6

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones

DEVELOPMENT AGREEMENT
(Sandstone Ranch Estates Unit Two)

106
3/9/07

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into effective the 2 day of July, 2007, by and between EPT LAND ASSETS, LP, a Texas Limited Partnership, (hereinafter referred to as "Developer"), and PHILLIPS HOMES OF EL PASO, INC., a Texas Corporation, (hereinafter referred to as "Applicant"), for the purpose of complying with Title 18 (Building and Construction) of the El Paso Municipal Code.

WHEREAS, Developer is the owner and developer of: Lot 49 through 53, Block 1 and Lot 58 through 67, Block 1 of: "~~SANDSTONE RANCH ESTATES UNIT TWO~~" and more particularly described as being a portion of Section 21, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas, recorded with Clerks file Number 20070041697 in Plat Records of El Paso County, Texas (the "Subdivision"); and

WHEREAS, the public improvements required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desires to obtain a building permit(s) for a single-family detached dwelling(s), single-family attached dwelling(s), or two family dwelling(s) on a lot or lots within the Subdivision; and

WHEREAS, the El Paso City Code (Building and Construction) (the "Code") provides that, although the subdivision improvements have not been completed, building permits may be issued upon certain conditions, including without limitation, the requirement that Developer and Applicant execute and file this Agreement in the Office of the County Clerk of El Paso County, Texas;

NOW, THEREFORE, for good and valuable consideration, and in accordance with the provisions of Section 18.04.035 of the Code and any and all amendments, supplements, or successors thereto, Developer and Applicant understand and agree as follows:

1. Incomplete Subdivision Improvements. Developer and Applicant acknowledge that all subdivision improvements for the Subdivision have not been constructed, installed and accepted for maintenance by the City of El Paso, or approved by the Development Services Director of the City of El Paso.

2. Issuance of Building Permits. Developer and Applicant acknowledge that building permits for a lot within the subdivision may be issued for single-family detached dwellings, single-family attached dwellings, or two-family dwellings (if otherwise permitted by applicable zoning and restrictions) although the required subdivision improvements have not been completed, provided that (i) water and sewer service, (ii) curbing conforming with the appropriate street design cross-section, (iii) any drainage facility, and (iv) any other remaining public improvement required by the Development Services Director in order to adequately provide for construction on the lot (collectively referred to herein as the "Minimum Improvements:), have been constructed and installed within the right-of-way servicing each such lot and subject to the following additional conditions:

- A. **An Unconditional Building Permit** may be issued for the first twenty-five percent (25%) of the lots in the Subdivision (rounded to the next whole lot):
- B. **A Conditional "A" Building Permit** may be issued for the next twenty-five percent (25%) of the lots within the Subdivision (rounded to the next whole lot) if, in addition to the construction and installation of the Minimum Improvements, the Developer and the Applicant execute and file this Agreement with the Clerk of El Paso County, Texas; and

C. a **Conditional "B" Building Permit** may be issued for the remaining lots within the Subdivision if, in addition to construction and installation of the Minimum Improvements, the city Council finds that additional permits should be issued based on economic hardship or public benefit demonstrated by the subdivider, and the Declarant and the Applicant execute and file this agreement with the Clerk of El Paso County, Texas.

3. Risk of Commencement. Although Developer will make every effort to complete the Subdivision improvements and have them accepted for maintenance by the City of El Paso, Applicant expressly assumes ALL RISKS for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby releases and hold Declarant harmless from all Claims, losses, damages and expenses (including court costs and attorney's fees) arising from the construction of a dwelling unit(s) prior to the full completion and acceptance of all Subdivision improvements by the City of El Paso. Declarant disclaims all representations and warranties with respect to the anticipated completion of Subdivision improvements.

4. Certificate of Occupancy. Declarant and Applicant also acknowledge that acknowledge that a Certificate of Occupancy will not be issued for any lot unless the dwelling unit constructed thereon meets the Building and Zoning Codes of the City of El Paso and, with respect to Conditional "A" Building Permits, the Subdivision has been approved for acceptance by the Development Services Director, and with respect to Conditional "B" Building Permits, the Subdivision has been accepted for Maintenance by the City of El Paso.

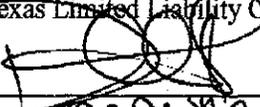
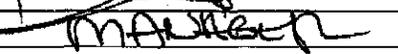
5. Release. Upon satisfactory completion and acceptance of the required public improvements in the Subdivision by the City of El Paso, this Agreement shall terminate. The Development Services Director is authorized by the Code to execute a formal release, which may be filed of record by the Developer or the Applicant.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

This Agreement is executed be effective on the date and year first set forth above.

DEVELOPER:

EPT LAND ASSETS, LP,
A Texas Limited Partnership
By its General Partner
EP LAND ACQUISITION, LLC,
A Texas Limited Liability Company

By: 
Its: 

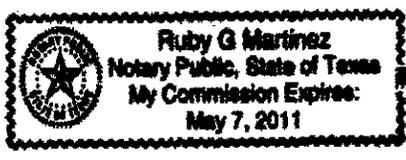
APPLICANT:

PHILLIPS HOMES OF EL PASO, INC.
A Texas Corporation

By: Bart Phillips
Its: President

THE STATE OF TEXAS :
:
:
COUNTY OF EL PASO :

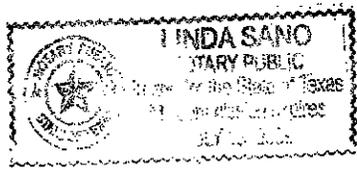
This instrument was acknowledged before me on this the 3 day of July, 2007, by Richard Aguilar of EP LAND ACQUISITION, LLC, a Texas Limited Liability Company, its Manager.



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: Ruby G. Martinez
My Commission Expires: May 7, 2011

THE STATE OF TEXAS :
:
:
COUNTY OF EL PASO :

This instrument was acknowledged before me on this the 2 day of July, 2007, by Bart Phillips of PHILLIPS HOMES OF EL PASO, INC., a Texas Corporation, its _____.



[Signature]
NOTARY PUBLIC FOR THE STATE OF TEXAS
Printed Name: _____
My Commission Expires: _____

AFTER RECORDING RETURN TO:

1010
1010
LW
Revised

Doc# 20070064782
#Pages 3 #NFPages 1
07/09/2007 03:17 PM
Filed & Recorded in
Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees \$24.00

4

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones

