

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

DEPARTMENT: Development Services

AGENDA DATE: November 28, 2006

CONTACT PERSON/PHONE: R. Alan Shubert, P.E., C.B.O., Development Services 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 Unit 1 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 TROPICANA DEVELOPMENT., owner and developer for Sandstone Ranch Unit 1 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:

N/A

BOARD / COMMISSION ACTION:

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:** _____

TROPICANA DEVELOPMENT

4655 COHEN
EL PASO, TX 79924

November 16, 2006

Mr. Alan Shubert, Development Director
City of El Paso
2 Civic Center Plaza
2nd Floor
El Paso, Texas 79901

Dear Mr. Shubert:

We respectfully request that Conditional "B" Building Permits be released for the subdivision Sandstone Ranch Unit I to Bowling Construction (Tropicana Homes), Carefree Land II and Saratoga Homes (JNC Development). We request the release due to the strong demand on houses brought on by the BRAC (Base Realignment and Closure). We have dozens of families who have purchased homes from these builders and need their homes as soon as possible.

We greatly appreciate your attention and support in this matter. If you should have any questions please call me at (915) 474-5252.

Respectfully,



R.L. Bowling III
President

DEVELOPMENT AGREEMENT

This Development Agreement (this "agreement") is entered into effect this 9TH day of **November**, of **2006**, by and between **Tropicana Development**, a Texas corporation, hereinafter referred to as a "Developer" corporation, and **Tropicana Homes** hereinafter referred to as "Applicant", for the purpose of complying with section 18.04.035 of the El Paso City Code (Building and Construction).

WHEREAS, Developer is the owner and developer of **SANDSTONE RANCH UNIT 1 SUBDIVISION**, a subdivision in the City Of El Paso, El Paso County, Texas (the "subdivision"); and

WHEREAS, the public improvement required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desired 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; a

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 City Engineer 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 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 information with the appropriate street design cross section, (III) any drainage facility, and (IV) any other remaining public improvement required by the City Engineer 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 within 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.
- (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 Application execute and file this Agreement with the Clerk of the 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 RISK for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby release 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 anticipation completion of Subdivision improvements.

4. Certificate of Occupancy. Declarant and Applicant also 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 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 be terminated.

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

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "agreement") is entered into effect this 9TH day of **November**, of **2006**, by and between **Tropicana Development**, a Texas corporation, hereinafter referred to as a "Developer" corporation, and **Saratoga Homes** hereinafter referred to as "Applicant", for the purpose of complying with section 18.04.035 of the El Paso City Code (Building and Construction).

WHEREAS, Developer is the owner and developer of **SANDSTONE RANCH UNIT 1 SUBDIVISION**, a subdivision in the City Of El Paso, El Paso County, Texas (the "subdivision"); and

WHEREAS, the public improvement required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desired 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; a

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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 City Engineer 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 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 information with the appropriate street design cross section, (III) any drainage facility, and (IV) any other remaining public improvement required by the City Engineer 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 within 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.

- (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 Application execute and file this Agreement with the Clerk of the 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 RISK for commencing construction of a dwelling unit(s) prior to completion and acceptance of all Subdivision improvements, and hereby release 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 anticipation completion of Subdivision improvements.

4. Certificate of Occupancy. Declarant and Applicant also 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 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 be terminated.

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

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

Doc# 20060109388

#Pages 3 #NFPages 1
11/13/2006 9:09:43 AM

SCANNED

Filed & Recorded in
Official Records of
EL PASO COUNTY
WALDO ALARCON
COUNTY CLERK
Fees \$27.00

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.



Waldo Alarcon

EL PASO COUNTY, TEXAS

DEVELOPMENT AGREEMENT

This Development Agreement (this "agreement") is entered into effect this 9th day of **November**, of **2006**, by and between **Tropicana Development**, a Texas corporation, hereinafter referred to as a "Developer" corporation, and **Carefree Homes** hereinafter referred to as "Applicant", for the purpose of complying with section 18.04.035 of the El Paso City Code (Building and Construction).

WHEREAS, Developer is the owner and developer of **SANDSTONE RANCH UNIT -1 SUBDIVISION**, a subdivision in the City Of El Paso, El Paso County, Texas (the "subdivision"); and

WHEREAS, the public improvement required to serve the Subdivision have not been constructed, installed and accepted for maintenance, but Applicant desired 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; a

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- (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.

- (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 the El Paso County, Texas.**

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