



DEPARTMENT: Planning & Economic Development
AGENDA DATE: Consent Item; Public Hearing 11/30/10
CONTACT PERSON/PHONE: Raul Garcia, 541-4935
DISTRICT(S) AFFECTED: 1

SUBJECT:

That the City manager be authorized to sign a Development Agreement between E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C. and the City of El Paso, pursuant to Texas Local Government Code, Chapter 212, Subchapter C, Section 212.071, and Chapter 19.12 of the City Code for the construction of certain parkland improvements to property described as a portion of Tract 9A, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas (the "Park Site") and more particularly described in the metes and bounds description attached to the Dedication Deed as Exhibit A.

Further, that the City Manager be authorized to sign and accept a Dedication Deed, attached as Exhibit A, from E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C. conveying to the City of El Paso a 1.4965 acre parcel of land, more or less, for parkland purposes, in satisfaction of the community parkland requirements imposed by Title 19. Acceptance of the Dedication Deed is conditioned on approval of the Development Agreement.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

Development Coordinating Committee (DCC) - Approval
City Plan Commission (CPC) - Approval

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Mathew McElroy, Deputy Director
Planning and Economic Development

Handwritten signature of Mathew McElroy

APPROVED FOR AGENDA:

CITY MANAGER: _____ DATE: _____

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susannah M. Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Rachel Quintana

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Beto O'Rourke

City Manager
Joyce A. Wilson



RESOLUTION

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

That the City manager be authorized to sign a Development Agreement between E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C. and the City of El Paso, pursuant to Texas Local Government Code, Chapter 212, Subchapter C, Section 212.071, and Chapter 19.12 of the City Code for the construction of certain parkland improvements to property described as *a portion of Tract 9A, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas* (the "Park Site") and more particularly described in the metes and bounds description attached to the Dedication Deed as Exhibit A .

Further, that the City Manager be authorized to sign and accept a Dedication Deed, attached as Exhibit A, from E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C. conveying to the City of El Paso a 1.4965 acre parcel of land, more or less, for parkland purposes, in satisfaction of the community parkland requirements imposed by Title 19. Acceptance of the Dedication Deed is conditioned on approval of the Development Agreement.

ADOPTED this _____ day of _____, 2010.

THE CITY OF EL PASO

John. F. Cook

ATTEST:

Richarda Duffy Momsen

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy
Deputy Director – Planning &
Economic Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

DEVELOPMENT AGREEMENT

This Agreement is made this ___ day of _____, 2010, by and between E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C., hereinafter referred to as the "Developer," and the CITY OF EL PASO, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, Developer is the owner of land within the Enchanted Hills Land Study Area and has submitted a subdivision plat for land contained in the Enchanted Hills Land Study Area; and,

WHEREAS, the subdivision plat submitted is vested under Section 245 of the Local Government Code and is subject to regulations in effect at the time the Enchanted Hills Land Study Area was submitted; and,

WHEREAS, the provisions of Title 19 (Subdivisions) in effect at the time the Enchanted Hills Land Study Area was submitted, hereinafter referred to as Title 19 (Subdivisions), allows the off-site dedication of parkland and the Developer proposes to dedicate 1.4965 acres of land to the City as off-site parkland in accordance with the such provisions; and,

WHEREAS, the City Plan Commission on May 6, 2010, recommend approval of the off-site dedication of the park site per requirements of Chapter 19.12 of the 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 approved this Agreement and authorized the execution of this Agreement by the City Manager,

NOW, THEREFORE, the parties hereby agree as follows:

1. **VESTING**: All parties agree that this Development Agreement and the off-site dedication of parkland contained in this agreement are vested under Section 245 of the Local

Government Code and, therefore, subject to the regulations in effect at the time the Enchanted Hills Land Study Area was submitted. It is understood that any requirements or references to city code sections contained in this Agreement refer to those requirements or city code sections in effect at the time the Enchanted Hills Land Study Area was submitted.

2. **DESCRIPTION:** The Developer, being the owner of a 1.4965 acre parcel of land, more or less, being *a portion of Tract 9A, Laura E. Mundy Survey No. 238, 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.

3. **PARKLAND DEDICATION CREDIT:** The Developer, by this off-site dedication, is hereby granted a 1.4965 acre parkland credit for land dedication applicable toward Enchanted Hills Unit One and any subsequent parkland requirement within the Enchanted Hills Land Study Area (Park Zone NW-12), as shown on Exhibit "B," which is attached hereto for all purposes, pursuant to any applicable provisions of the Prior Code.

4. **PARKLAND CALCULATION:** The amount of parkland required for a subdivision plat submitted for residential development within the Enchanted Hills Land Study (Park Zone NW-12), is in accordance with Chapter 19.12 (Parkland Dedication).

5. **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 and the provisions of this Agreement.

5.1 Developer is herein authorized to enter the Park Site at any time for the purpose of completing the improvements, as set out in the Schedule of Improvements attached hereto as Exhibit "C" (the "Improvements"), which is incorporated for all purposes and which must be completed within two years of the recording of the first subdivision plat within the

Enchanted Hills Land Study area. A three-month extension may be granted by the City Manager or designee.

5.2 Upon completion of the Improvements, which shall be considered to be accomplished when the last such Improvement is installed or planted in accordance with the Code and the applicable Park Design Guidelines and Standards of the City's Parks and Recreation Department at the Park Site, Developer will submit to the City an itemized invoice on detailing the work completed by the developer or by each subcontractor; and providing proof of payment. Developer shall provide a copy of the release of lien from the Developer. Developer's books and other records related to the improvements shall be available for inspection by the City upon written request.

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

7. **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 and Economic Development Department the deed conveying fee simple title of the Park Site in accordance with Chapter 19.12 (Parkland Dedication) of the Code.

8. **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.

9. **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.

10. **STREET DEVELOPMENT:** The Developer agrees to provide all necessary drawings, plans, and specifications, according to 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 and a request for acceptance by the City for maintenance submitted within two years of the recording of the first subdivision within the Enchanted Hills Land Study area. The Developer may ask for extensions in accordance with the provisions of the Subdivision Code.

11. **INSURANCE & INDEMNITY:** 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.

11.1 Developer is required to purchase liability insurance on behalf of the City or, alternatively, may cause the City to be named as an additional insured on the policy of general liability insurance referenced in Paragraph 11. 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.

11.2 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.

11.3 No installation or maintenance of the Improvements 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"). Failure to keep a policy in full force and effect throughout the Construction Period shall be grounds for cancellation of this Agreement.

11.4 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 THE DEVELOPER'S CONSTRUCTION OF THE IMPROVEMENTS 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.

12. **BOND REQUIRED.** Prior to the recordation of any subdivision within the Enchanted Hills Land Study area, the Developer must provide a performance bond to the Deputy Director for Planning and Economic Development for the total cost of the Improvements to secure fulfillment of all of Developer's obligations to construct the Improvements 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 Obligee and shall bind both Developer's contractor and the Surety, their heirs, administrators, executors, successors and assignees, jointly and severally. The bond shall expressly provide that Developer's contractor shall faithfully render performance under this Agreement and shall remain in full force and effect until all requirements of the Agreement have been performed to the City's satisfaction.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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	E.P. Transmountain Residential, L.L.C.
Attn: Deputy Director of Planning and Economic Development	Attn: Manager 6080 Surety Drive, Suite 300
Cc: Parks and Recreation Director 2 Civic Center Plaza El Paso, Texas 79901	El Paso, Texas 79905

19. **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.

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

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

CITY OF EL PASO:

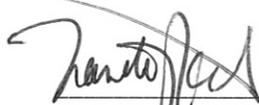
Joyce A. Wilson
City Manager

APPROVED AS TO CONTENT



Mathew McElroy, Deputy Director
Planning and Economic Development
Department

APPROVED AS TO CONTENT:



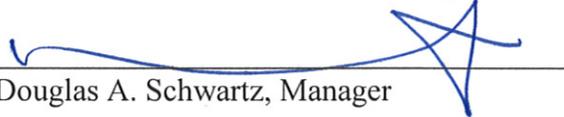
Nanette Smejkal, Director
Parks and Recreation Department

SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON NEXT PAGE

APPROVED AS TO FORM:


Lupe Cuellar
Assistant City Attorney

E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C.

By 
Douglas A. Schwartz, Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

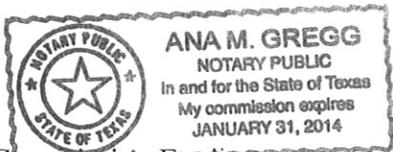
This instrument was acknowledged before me on the _____ day of _____, 2010, by JOYCE A. WILSON as City Manager of THE CITY OF EL PASO, a municipal corporation, on behalf of said corporation.

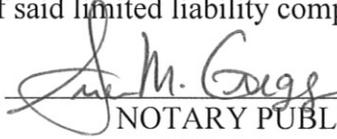
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 27th day of October, 2010, by Douglas A. Schwartz as Manager of E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C., a Texas limited liability company, on behalf of said limited liability company.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

THE STATE OF TEXAS }
COUNTY OF EL PASO }

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS: That **E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C.**, hereinafter referred to as GRANTOR, of the County of El Paso, State of TEXAS, for and in consideration of the sum of TEN DOLLARS and NO/100 (\$10.00) and other good and valuable consideration by which is hereby acknowledged, does hereby dedicate, grant and convey unto the **CITY OF EL PASO**, hereinafter referred to as GRANTEE, all that certain tract or parcel of real estate lying and being situated in the County of El Paso, State of Texas, to be used for park purposes, as described as follows:

A parcel of land containing 1.497 acres, more or less, being a portion of Tract 9A, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds attached hereto and made part hereof as Exhibit "A".

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successor and assigns forever; and GRANTOR does hereby bind itself, its successors, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular and 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.

IT IS FURTHER UNDERSTOOD AND AGREED that this property is conveyed for park purposes and subject to a 10 ft. utility easement hereby reserved along and adjacent to abutting future street R.O.W.'s.

WITNESS my hand in El Paso, Texas on this 11 day of November, 2010.

GRANTOR: **E.P. TRANSMOUNTAIN
RESIDENTIAL, L.L.C.**

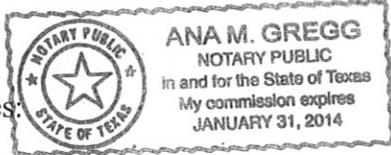

By: Douglas Schwartz, Manager

ACKNOWLEDGEMENTS AND ACCEPTANCE ON FOLLOWING PAGE

ACKNOWLEDGMENT

**THE STATE OF TEXAS }
 }
**COUNTY OF EL PASO }
 }****

The foregoing instrument was acknowledged before me on this 11 day of November, 2010 by Douglas Schwartz, Manager of **E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C.**, a Texas limited liability company on behalf of said limited liability company.



My Commission Expires: _____

Ana M. Gregg
NOTARY PUBLIC, STATE OF TEXAS

**GRANTEE
CITY OF EL PASO**

By: _____
Joyce Wilson, City Manager

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew McElroy
Mathew McElroy, Deputy Director
Development Services – Planning Division

ACKNOWLEDGMENT

**STATE OF TEXAS)
COUNTY OF EL PASO)**

This instrument was acknowledged before me this _____ day of _____ 2010, by Joyce Wilson, City Manager of the City of El Paso, a municipality, on behalf of said municipality.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

AFTER RECORDING, RETURN TO:

City of El Paso
Development Services – Planning Division
Attn: Planning Director
2 Civic Center Plaza, 5th floor El Paso, Texas 79901

EXHIBIT A

Prepared For: E.P. Transmountain Residential, L.L.C.
Being a Portion of Tract 9A,
Laura E. Mundy Survey No. 238,
City of El Paso, El Paso County, Texas
October 18, 2010
W.O. 011509-1
FILE: EH_OFFSITE_PARK METES AND BOUNDS.wpd

PROPERTY DESCRIPTION (Offsite Park Dedication)

Description of a 1.4965 acre parcel of land being a portion of Tract 9A, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

Starting from an existing NGS MARKER CEO444 "CHINO", "NAD 83" 31°55'23.85002" (N), "NAD 83" 106°34'55.51689" (W), GRID NORTHING 10717710.8610, GRID EASTING 358754.9500, said monument, (Described by national geodetic survey 1981 (DCF) the station is located about 2.1 km (1-1/4 mi) east of the Rio Grande, 1.7 km (1 mi) north-northwest of Loop 375 (Trans Mountain Road), and on the east side of Interstate 10. To reach the station from the junction of Interstate Highway 10 and Loop 375 (Trans Mountain Road), go north-northwest of the frontage road for 1.7 km (1.05 mi) to the station on the right on a small hill). Thence South 67°51'45" East a distance of 2510.98 feet to a set 5/8"Ø rebar with a yellow plastic cap stamped TX. 2449, Roe Engineering, L.C., said rebar also being the "TRUE POINT OF BEGINNING";

Thence North 51°24'17" East a distance of 165.00 feet to a set 5/8"Ø rebar with a yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.,;

Thence South 72°09'04" East a distance of 200.00 feet to a set 5/8"Ø rebar with a yellow plastic cap stamped TX. 2449, Roe Engineering, L.C. said rebar lying along the westerly right-of-way line of the future extension of Northwestern Drive;

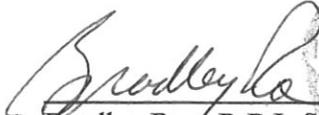
Thence South 17°50'56" West along said Westerly right-of-way line of the future extension of Northwestern Drive a distance of 223.46 feet to a set 5/8"Ø rebar with a yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.,

Thence along an arc of a curve to the right a distance of 31.42 feet, whose radius 20.00 feet, whose central angle is 90°00'00" and whose chord bears South 62°50'56" West a distance of 28.28 feet to a set 5/8"Ø rebar with a yellow plastic cap stamped TX. 2449, Roe Engineering, L.C. said rebar lying along the northerly right-of-way of a future street.

Thence North 72°09'04" West along said Northerly right-of-way line of a future street a distance of 4.26 feet to a set 5/8"Ø rebar with a yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.,

Thence along said Northerly right-of-way line along an arc of a curve to the left a distance of 203.73 feet, whose radius 467.96 feet, whose central angle is $24^{\circ}56'37''$ and whose chord bears North $84^{\circ}37'22''$ West a distance of 202.12 feet to a set $5/8"$ rebar with a yellow plastic cap stamped TX. 2449, Roe Engineering, L.C.;

Thence North $07^{\circ}05'41''$ West a distance of 165.00 back to the "TRUE POINT OF BEGINNING" and containing in all 65,188.38 square feet or 1.4965 acres of land more or less.


Bradley Roe, R.P.L.S. 2449
Roe Engineering, L.C.

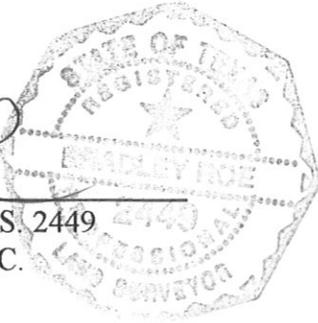
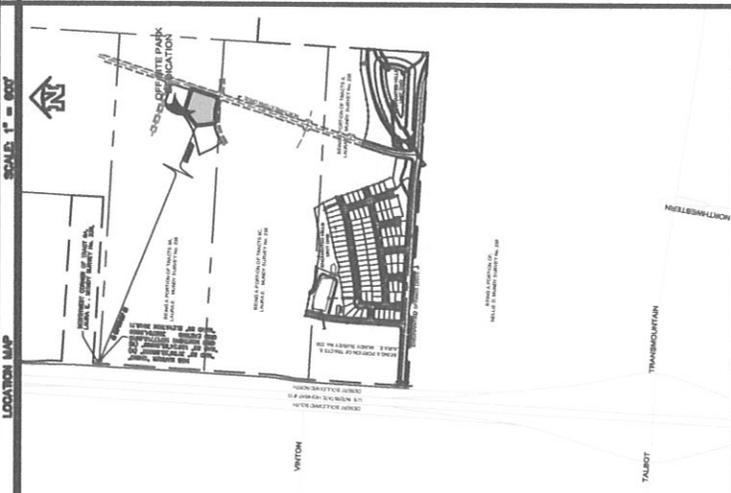
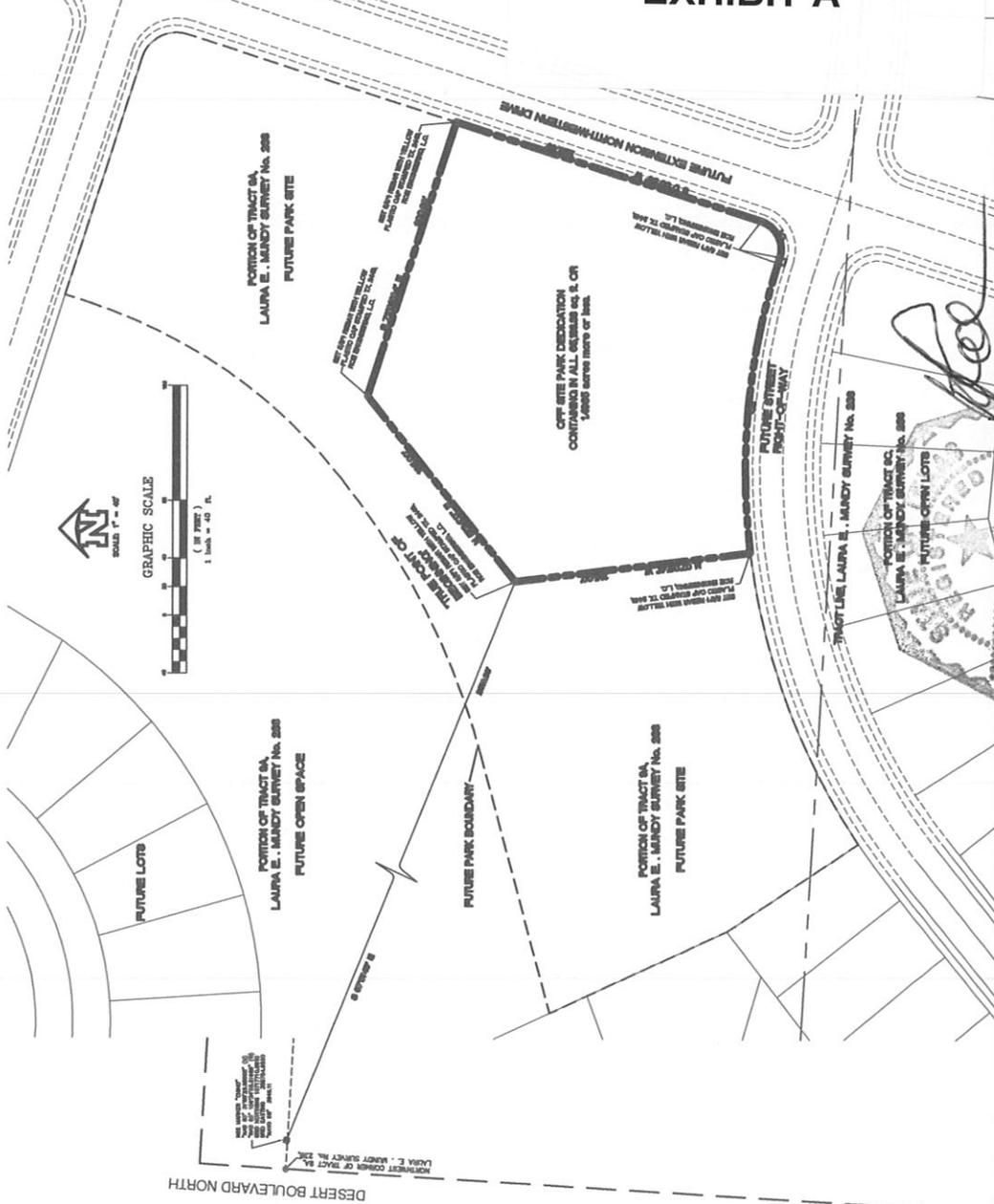
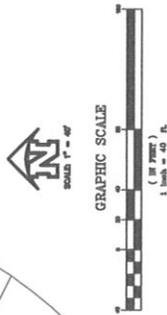


EXHIBIT A

OFF SITE PARK DEDICATION
BENING A PORTION OF TRACT 9A,
LAURA E. MANDY SURVEY No. 288,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING IN ALL, 65,888.38 sq. ft. OR
1,496.65 acres more or less.

EXHIBIT A

LINE	BEARING	LENGTH
1	N 74°00'00" W	4.30'
2	S 89°00'00" W	100.00'
3	S 89°00'00" W	100.00'
4	N 84°00'00" W	25.00'
5	N 84°00'00" W	25.00'
6	S 89°00'00" W	100.00'
7	S 89°00'00" W	100.00'
8	N 74°00'00" W	4.30'



PROPERTY DESCRIPTION
(Other Park Dedication)

Description of a 1,496.65 acre parcel of land being a portion of Tract 9A, Laura E. Mandy Survey No. 288, City of El Paso, El Paso County, Texas and being more particularly described by its metes and bounds as follows to-wit:

Starting from an existing 505 MARKER, CED444, CHEN7, NAD83, 3115923.8002' ON 34874.9500' and in amount, (Described by surveyed gradient survey 1981 (DC2) the station is 21.81' (1.41 mi) east of the last (former), 11.10' (0.61 mi) north-southwest of Loop 375 (Trans Mountain Road) and Loop 375 (Trans Mountain Road), an north-southwest of the average of the centerlines of Interstate Highway 10 and Loop 375 (Trans Mountain Road), an north-southwest of the average of the centerlines of Interstate Highway 10 and Loop 375 (Trans Mountain Road), a distance of 220.00 feet to a set 5' x 8" iron with a yellow plastic cap stamped TX, 2449, Rose Engineering, L.C., and other also being the "TRUE POINT OF BEGINNING".

Thence North 51°24'27" East a distance of 165.00 feet to a set 5" x 8" iron with a yellow plastic cap stamped TX, 2449, Rose Engineering, L.C.,

Thence South 72°09'04" East a distance of 200.00 feet to a set 5" x 8" iron with a yellow plastic cap stamped TX, 2449, Rose Engineering, L.C., and other lying thereon.

Thence North 72°09'04" East a distance of 200.00 feet to a set 5" x 8" iron with a yellow plastic cap stamped TX, 2449, Rose Engineering, L.C., and other lying thereon.

Thence along an arc of a curve to the right a distance of 31.42 feet, whose radius is 20.00 feet, whose central angle is 90°20'09" and whose chord bears a yellow plastic cap stamped TX, 2449, Rose Engineering, L.C., and other lying along the northerly right-of-way of a future street.

Thence North 72°09'04" West along said northerly right-of-way line of a future street a distance of 4.26 feet to a set 5" x 8" iron with a yellow plastic cap stamped TX, 2449, Rose Engineering, L.C.,

Thence North 72°09'04" West a distance of 165.00 feet to the "TRUE POINT OF BEGINNING" and whose chord bears North 84°33'22" West a distance of 202.12 feet to a set 5" x 8" iron with a yellow plastic cap stamped TX, 2449, Rose Engineering, L.C.

Thence North 07°20'54" West a distance of 165.00 feet to the "TRUE POINT OF BEGINNING" and containing in all 65,888.38 square feet or 1,496.65 acres of land more or less.

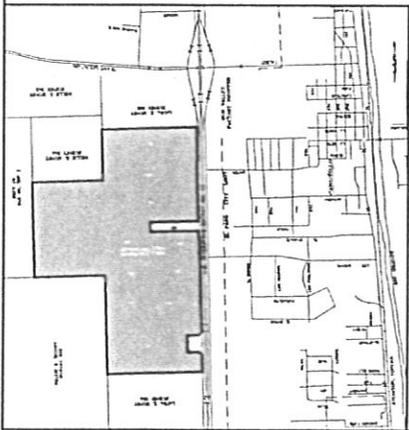
DATE	REVISIONS	BY	BENCHMARK	FILE INFORMATION	SCALE	DESCRIPTION
			NGS MONUMENT "DINO 1887" (PUB. CED444) LOCATION AS SURVEY 1981, LOCATED ABOUT 1.26 MILES EAST OF THE LOOP 375 (TRANSMOUNTAIN ROAD), AND ON THE EAST SIDE OF INTERSTATE 10, ELEVATION 3446.11 NAVD 83	GENS. TRACT: 401 MAPPING: 071508-1 DATE: March 19, 2010 DESIGN BY: N/A CHECK BY: JH APPD. BY: JH	HOR. AS. REDUCTION: N/A MAPPING: 071508-1 DATE: March 19, 2010 DESIGN BY: N/A CHECK BY: JH APPD. BY: JH	OFF-SITE PARK DEDICATION BENING A PORTION OF TRACT 9A, LAURA E. MANDY SURVEY No. 288, CITY OF EL PASO, EL PASO COUNTY, TEXAS CONTAINING IN ALL 65,888.38 sq. ft. OR 1,496.65 acres more or less.



EXHIBIT B

ENCHANTED HILLS PHASE PLAN

BEING ALL OF TRACTS 8, 9A, 9B, 9B1, 9C, LAURA E. MUNDY
SURVEY 239, ALL OF TRACTS 4A, 4B, 4H, 5A, 5B, 6, LAURA E. MUNDY
SURVEY 237, AND A PORTION OF NELLIE D. MUNDY SURVEY 244
CITY OF ENCHANTED HILLS, TEXAS
CONTAINING 740,629 ACRES
(EXHIBIT "C")



PHASE I	317,297 ACRES
PHASE II	143,339 ACRES
PHASE III	208,798 ACRES
PHASE IV	79,897 ACRES



Exhibit "C"

Schedule of Park Improvements

- 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, with the understanding that some areas may be left in their natural state or with alternate improvements as approved by the director of the parks and recreation department.



MEMORANDUM

DATE: November 17, 2010

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

FROM: Raul Garcia, Planner

SUBJECT: SUB10-00069 Enchanted Hills Off-Site Park Dedication

The City Plan Commission (CPC), on May 6, 2010, **voted 6-0 to approve** the Enchanted Hills Off-Site Park Dedication.

The CPC determined the dedication is in conformance with The Plan for El Paso and the proposed use is in conformance with the Year 2025 Projected General Land Use Map. The CPC also determined the dedication protects the best interest, health, safety and welfare of the public in general; and the proposed use is compatible with adjacent land uses; and the dedication will have no negative effect on the natural environment, social economic conditions, and property values in the vicinity and the city as a whole.

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susannah M. Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Rachel Quintana

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Beto O'Rourke

City Manager
Joyce A. Wilson





City of El Paso – City Plan Commission Staff Report

Case No: SUB10-00069 Enchanted Hills Off-Site Park Dedication
Application Type: Off-Site Parkland Dedication
CPC Hearing Date: May 6, 2010

Staff Planner: Michelle Padilla, (915) 541-4903, padillamx@elpasotexas.gov
Location: East of Interstate 10 and North of Transmountain Road
Acreage: 1.50 acres
Rep District: 1
Existing Use: Vacant
Existing Zoning: R-5/sp
Proposed Zoning: R-5/sp

Nearest Park: Rio Grande River Trail #1 Park (2.36 miles)
Nearest School: Canutillo Middle School (2.05 miles)
Park Fees Required: N/A
Impact Fee Area: This property is within the Westside Impact Fee Service Area and is subject to impact fees.

Property Owner: E.P. Transmountain Residential, L.L.C.
Applicant: E.P. Transmountain Residential, L.L.C.
Representative: Roe Engineering, L.C.

SURROUNDING ZONING AND LAND USE

North: R-5/sp / Vacant
South: R-5/sp / Vacant
East: R-5/sp / Vacant
West: R-5/sp / Vacant

THE PLAN FOR EL PASO DESIGNATION: Mixed-Use.

APPLICATION DESCRIPTION

The applicant is proposing to dedicate a 1.50-acre park within the Enchanted Hills Land Study area.

This dedication will satisfy the parkland dedication requirements for Enchanted Hills Unit One subdivision and is in conformance with the approved land study. If approved by the City Plan Commission, a development agreement stipulating that the improvements and access to the park shall be completed within two years of the recording of the first subdivision within the land study area will be drafted and presented to City Council for acceptance.

DEVELOPMENT COORDINATING COMMITTEE RECOMMENDATION:

Approval with condition.

DEVELOPMENT COORDINATING COMMITTEE COMMENTS:

The Development Coordinating Committee recommends *approval* of the Enchanted Hills Off-Site Parkland Dedication subject to the following conditions and requirements:

- The improvements and access to the park shall be completed within two years of the recording of the first subdivision within the land study area.

Planning Division Recommendation:

Approval with condition.

Land Development

- No Objections

We have reviewed subject plat and recommend Approval.

Engineering Department-Traffic

No objection to park dedication with condition as stated.

Engineering Department-Floodplain

SUB10-00069 Enchanted Hills Off-Site Park Dedication

FIRM map on plans is inaccurate. It should be FIRM panel 480214-0011C dated February 5, 1986. The area is found in zone C, a low risk area and zone A, a special flood hazard area.

Parks and Recreation Department

We have reviewed **Enchanted Hills Off Site Park Dedication**, and offer Developer / Engineer the following comments:

1. Park location is acceptable.
2. Provide preliminary grading plans for the entire park site and adjacent streets to get an idea of total programmable area.

El Paso Water Utilities

We have reviewed the Park Dedication described above and provide the following comments:

1. The subject property is located within the City of El Paso Westside Impact Fee Service Area. Impact fees will be assessed at the time of the plat and collected by EPWU prior to the issuance of a Building Permit.
2. Existing water and sewer mains are located south of Transmountain Road and west of IH-10. EPWU has made provisions to provide water and sewer service to the subject property. EPWU records indicate that the subject property is within the boundaries of phase I as shown on the Enchanted Hills land study as submitted on December 1, 2009. Water service will be available for phase I, up to elevation 4060 (PSB Datum), by extending the existing 12-inch diameter water main along Northwestern Drive across Transmountain Road, then eastward parallel to Transmountain to the proposed Bluff Creek Lane. Also, a 16-inch diameter water main is required to be extended across IH-10 from the existing 16-inch diameter water main located west

and parallel to IH-10, then along the proposed Enchanted Spring Drive. Service to the subject property required off-site extensions along Northwestern. The Owner/Developer is responsible for the water main extension costs, including the extensions across IH-10 and Transmountain Road and the acquisition of the required off-site easements; extension of off-site water mains shall be done within an off-site alignment that is graded to the future subgrade of a proposed paved roadway.

3. Sanitary sewer service for phase I requires the extension of a 12-inch sewer main with horizontal tunneling across I-10, then along La Mesa Street to connect at 7th Street to the proposed Mowad sewer interceptor. This interceptor is anticipated to be operational late 2010. Temporary sewer service is available to phase I by connecting to the existing 15-inch sewer main along the west side of I-10. The EPWU requests the Developer to obtain the elevation of the existing sanitary sewer main to confirm that connection of the proposed sanitary sewer main to the existing main can be accomplished. The Owner/Developer is responsible for the sewer main extension costs and the acquisition of the required off-site easements; including the extension across IH-10.

4. Transmountain and IH-10 are TXDOT right-of-ways. The installation of water/sewer mains within the right-of-way requires a utility installation permit from TXDOT. Service to the subdivision is contingent upon TXDOT issuing the permit.

5. The Owner will coordinate with EPWU to ascertain that the required water and sewer mains to serve phase I are installed in parallel with development and in coordination with the owner. The Owner/Developer is responsible for the main extension costs and for the acquisition of off-site easements.

6. Application for new water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd Floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWU – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

EPWU Stormwater Division

No comments received.

Streets

There is no legal or physical access to the Off site park.

(Access to the park will be outlined in the development agreement.)

All existing / proposed paths of travel, accessible sidewalks, wheel chair access curb ramps and driveways within public right-of-ways shall be in compliance with current ADA /TAS rules and regulations and Current City of El Paso Design Standards for Construction.

El Paso Fire Department

No comments received.

911

No comments received.

Central Appraisal District

No comments received.

El Paso Electric Company

No comments received.

Texas Gas Company

No comments received.

Canutillo Independent School District

No comments received.

Additional Requirements and General Comments:

1. Submit to the Development Services Department – Planning Division the following prior to recording of the subdivision.
 - a. Current certified tax certificate(s)
 - b. Current proof of ownership
 - c. Release of access document, if applicable
 - d. Set of restrictive covenants, if applicable
2. Every subdivision shall provide for postal delivery service. The subdivider shall coordinate the installation and construction with the United States Postal Service in determining the type of delivery service for the proposed subdivision. In all cases, the type and location of delivery service shall be subject to the approval of the United States Postal Service.
3. This property is subject to impact fees. The table and respective language shall be included on the face of the final approved and recorded plat. Impact fees shall be calculated based on the table below:

Chapter 395 of the Texas Local Government Code authorizes the City of El Paso to adopt and impose water and wastewater impact fees. This plat note fulfills an obligation mandated by Chapter 395 and sets the assessment of the impact fees in accordance with the impact fee schedule adopted by City Council as set forth below. The collection of the impact fee for this subdivision shall be prior to the time a building permit is issued if development is within the city limits or at the time of the meter connection if development is outside the city limits.

Westside Service Area

Meter Size	Meter Capacity Ratio	Water*	Wastewater
Less than 1 inch	1.00	\$ 659	\$927
1 inch	1.67	\$1,101	\$1,548
1 1/2 inch	3.33	\$2,195	\$3,087
2 inch	5.33	\$3,514	\$4,941
3 inch	10.00	\$6,593	\$9,270
4 inch	16.67	\$10,990	\$15,453
6 inch	33.33	\$21,973	\$30,897
8 inch	53.33	\$35,158	\$49,437
10 inch	76.67	\$50,545	\$71,073
12 inch	143.33	\$94,490	\$132,867

*Fees do not apply to water meter or connections made for standby fire protection service

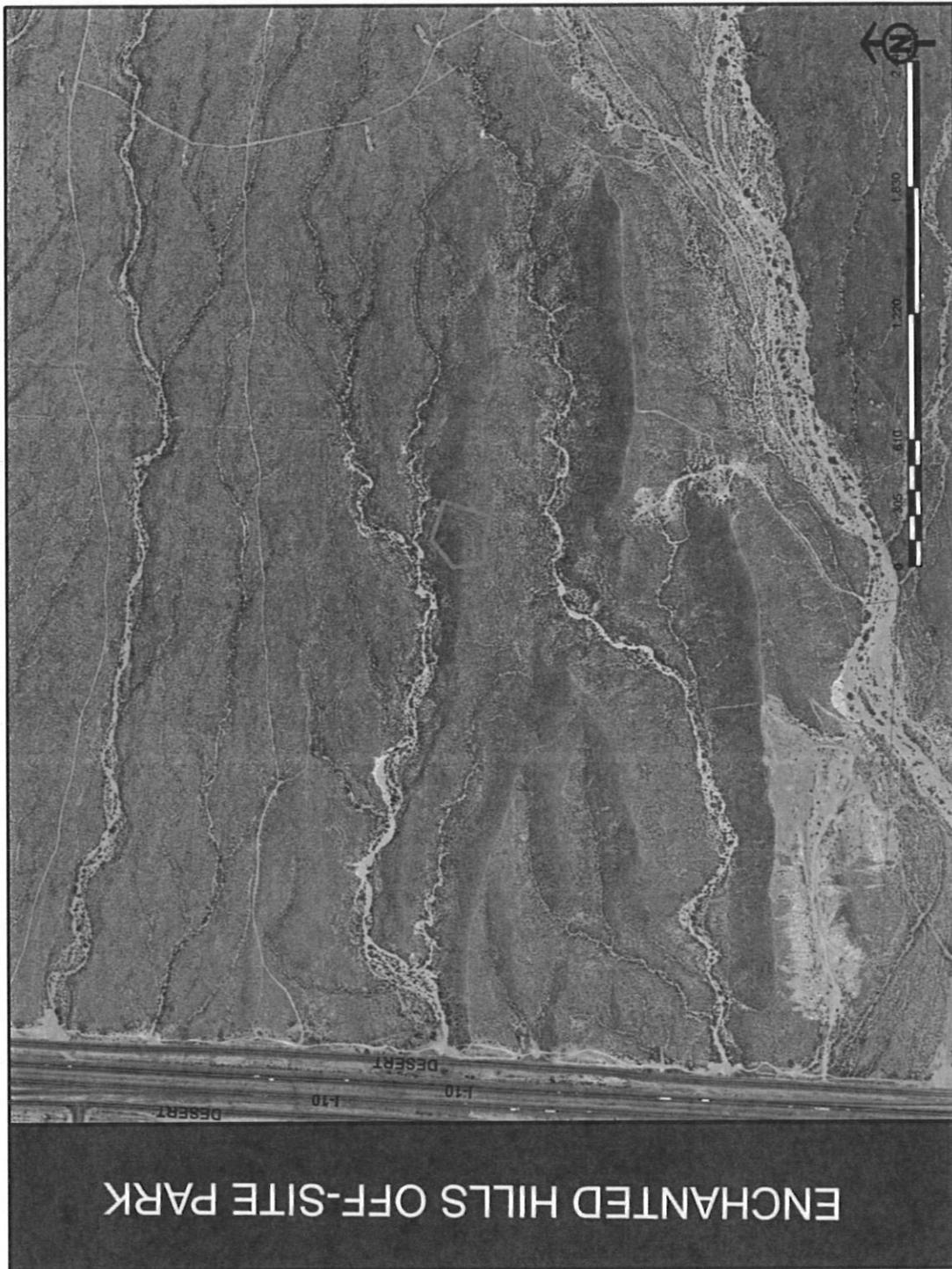
Attachments

1. Location map
2. Aerial map
3. Survey
4. Application

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 4



CITY OF EL PASO, TEXAS
APPLICATION FOR OFF-SITE PARKLAND DEDICATION

Date: _____ File No. SUB10-00069

1. APPLICANTS NAME E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C.
ADDRESS 6080 SURETY DRIVE STE 200 ZIP CODE 79905 TELEPHONE 915-592-0290

2. Request is hereby made to dedicate the following Park Site:

Legal Description: BEING A PORTION OF TRACT 9A LAURA E. MUNDAY SURVEY NO. 238, CITY OF EL PASO, EL PASO COUNTY TEXAS. 1.4965 ACRES

3. Reason for dedication request: PARKLAND REQUIREMENTS FOR PROPOSED SUBDIVISIONS IN ENCHANTED HILLS

4. Surface Improvements located in subject property to be dedicated:
None Paving Curb & Gutter Power Lines/Poles Fences/Walls Structures Other TBD

5. Underground Improvements located in the property to be dedicated:
None Telephone Electric Gas Water Sewer Storm Drain Other

6. Related Applications which are pending (give name or file number):
Zoning Board of Adjustment Subdivision Building Permits Other

7. Signatures: All owners 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	Telephone
	<u>Portion 9a Laura E. Munday Survey 238 - 1.4965 acres</u>	<u>915-592-0290</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 Dedication. It is further understood that acceptance of this application in no way obligates the City to grant the Dedication.

The undersigned acknowledges that he or she 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

E.P. TRANSMOUNTAIN RESIDENTIAL, L.L.C.
OWNER SIGNATURE: _____
REPRESENTATIVE: President

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