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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Code" shall mean the El Paso Municipal Code.

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

"Jamas" means El Paso Jamas, Ltd.

"Owner" means Rio Valley LLC.

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

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

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

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

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

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

"Subdivision Coordinator" shall mean the subdivision coordinator referenced in the Subdivision Regulations.

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

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

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

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

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

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

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

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

FIVE: Intentionally deleted.

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SIX: Intentionally deleted.

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

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

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

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

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

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

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

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

TWELVE: Intentionally deleted.

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

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

(1) **City:**
City of El Paso

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Attn: City Manager

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

Physical Address:
Same as above

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

Mailing Address:
1154 Hawkins Boulevard
El Paso, Texas 79925

Physical Address:
Same as above

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

Mailing Address:
6300 Escondido
El Paso, Texas 79912

Physical Address:
Same as above

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

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

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

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

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

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

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

In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty (30) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity. The City and the PSB hereby waive immunity to

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

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

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

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the overall purpose and operation of this Agreement. If the City or the Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to deannex the Property, and if the Owner has made such determination, the Owner shall have the option to terminate this Agreement and to deannex the Property. Such judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. By approving the execution of this Agreement, the City Council of the City, and the Public Service Board of the El Paso Water Utilities, delegate to the City Manager of the City, and to the General Manager of the El Paso Water Utilities, the authority, without any further action being required of the City Council or of the Public Service Board, to execute such amendments of or extensions to this Agreement as they may consider advisable, and consistent with the provisions of law.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

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

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

Robert D. Andron
General Counsel

Edmund G. Archuleta, P.E.
General Manager

ACKNOWLEDGEMENT

CARLA I. JIMERSON
NOTARY PUBLIC
In and for the State of Texas
My commission expires
08-21-2010

STATE OF TEXAS)
COUNTY OF EL PASO)

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

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 25th day of May, 2007, by Edmund G. Archuleta, as General Manager of the El Paso Water Utilities Public Service Board.

Notary Public, State of Texas

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NANCY E. GUTIERREZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
FEBRUARY 17, 2008

Document #: 29369
Document Name: Rio Valley Development Agreement
Document Author: LCUE

ACCEPTANCE

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

By: Rio Valley, LLC
General Partner

By: Jack Winter
President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

ARACELY J MUNOZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-20-2010

Aracely J Munoz
Notary Public, State of Texas

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EXHIBIT "A"

PROPERTY DESCRIPTION

93835060225

EXHIBIT "A"

PROPERTY DESCRIPTION

HOLT FARM

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

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

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

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

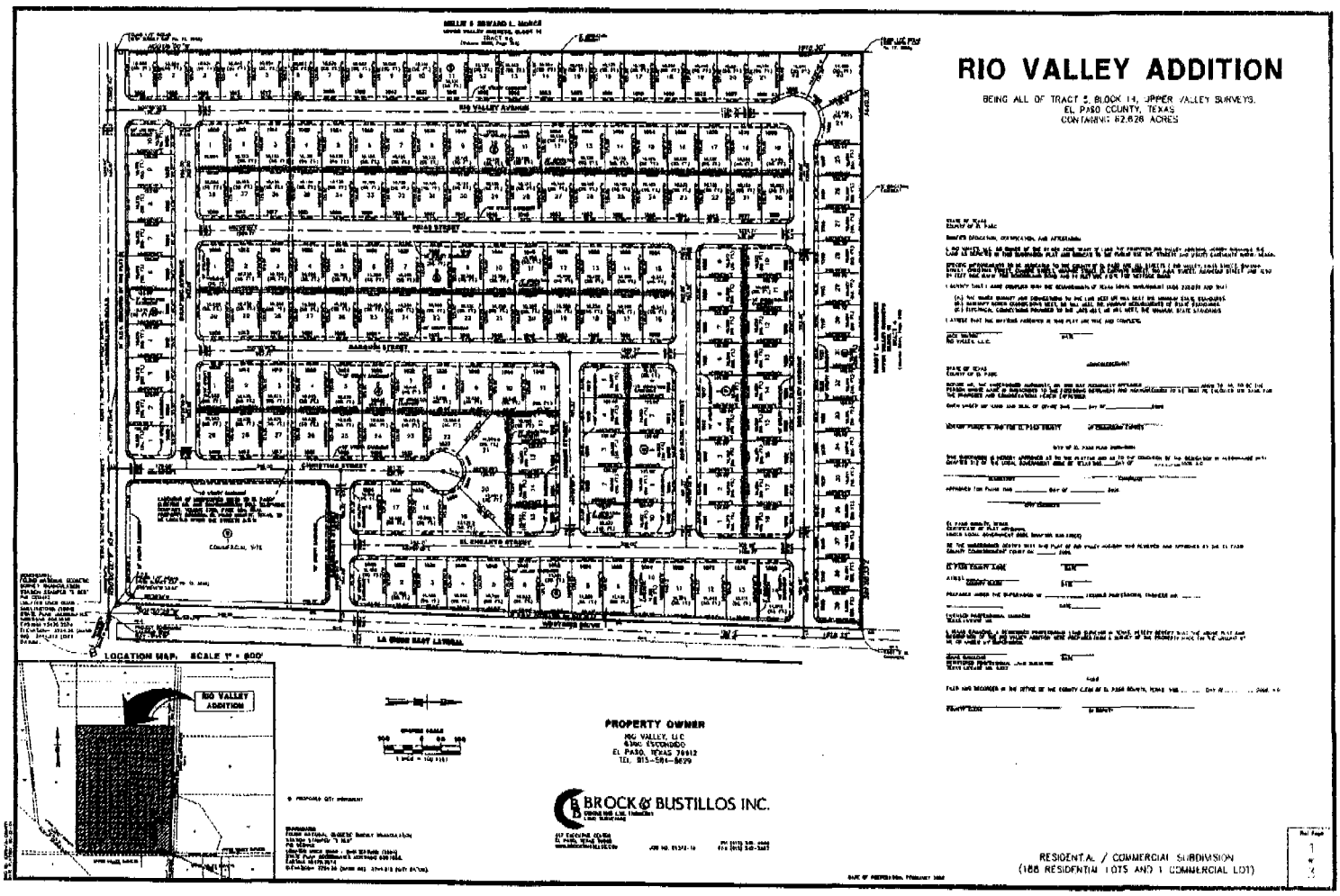
THENCE South 00° 06' 00" East a distance of 1919.30 feet to a point in the North R.O.W. line of Borderland Road, said point bears due East a distance of 144.5 feet from the point of intersection of the North R.O.W. line of Borderland Road with the boundary line between Texas and New Mexico;

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

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EXHIBIT "B"

SUBDIVISION PLAT



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EXHIBIT "C"

DESCRIPTION OF PSB FACILITIES AND LINES

EXHIBIT "C" 12/21/2

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

Far West County Lift Station

Subdivision	Developer	Acres	LUE	Percent of Lots	Peak Flow (gpm)	Peak Flow (MGD)	Cost Sharing Breakdown	% of Participants	Refundable Amt. per Participant	Total cost per Participant	Cost per LUE
Hagan Property		60	192	12.71	116	0.17	$208,792	43.24	$ 359,013.80	$ 567,805.84	$2,957.32
Rio Valley Addition	(Winton)	62.626	188	12.44	115	0.17	$204,442	42.34	$ 351,534.35	$ 555,976.55	$2,957.32
Los Nogales		47.85	52	3.44	32	0.05	$56,548	11.71	$ 97,232.90	$ 153,780.75	$2,957.32
River Park West Unit 7	(O'Leary)	3	12	0.79	7	0.01	$13,050	2.70	$ 22,438.36	$ 35,487.86	$2,957.32
SUBTOTAL		198.5	444	29.39	272	0.39	$482,832	100.00	$ 830,219.42	$ 1,313,051.00	
Aircraft Estates	(Schwartz)	81.46	210	13.90	129	0.19	$228,366				
Cottonwood		82.0	42	2.78	26	0.04	$45,673				
Prado Verde		98.0	117	7.74	72	0.10	$127,233				
Canutillo Independent School District		25	50	3.31	20	0.03	$54,373				
other properties		218.46	648	42.88	397	0.57	$704,574				
TOTAL		656.40	1511	100.00	915	1.32	$1,643,051				

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

Description	Unit	Quantity	Cost/unit	Total
Installation of 1.5 MGD Lift Station (complete)	EA	1	$375,000	$1,100,000
Electrical	LS	1	$60,000	$27,401
12-inch Force Main	LF	4400	$40	$400,100
Trench Safety System	LF	4400	$2.50	$0
Pavement Cut & Restoration (2-inch HMAC)	SF	22000	$14	$0
2-Sack Backfill	CY	815	$40	$0
Dewatering	LS	1	$35,000	$35,000
Sub-Total				$1,562,501
Contingency	%	0		$50,000
Payment and Performance Bond	%	0	$30,550	$30,550
Total Estimate of Probable Cost				$1,643,051

Meter size	Demand (GPM)	Equivalent Meter size
3/8 x 3/4"	15	1
1"	37	2.47
1 1/2"	75	5
2"	120	8
3"	240	16
4"	375	25
6"	750	50
8"	1400	93.33
10"	2000	133.33

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

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

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

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

Total Cost of Lift Station $ 1,643,051

Participants in Lift Station

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

Amount NOT Eligible to be Refunded

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

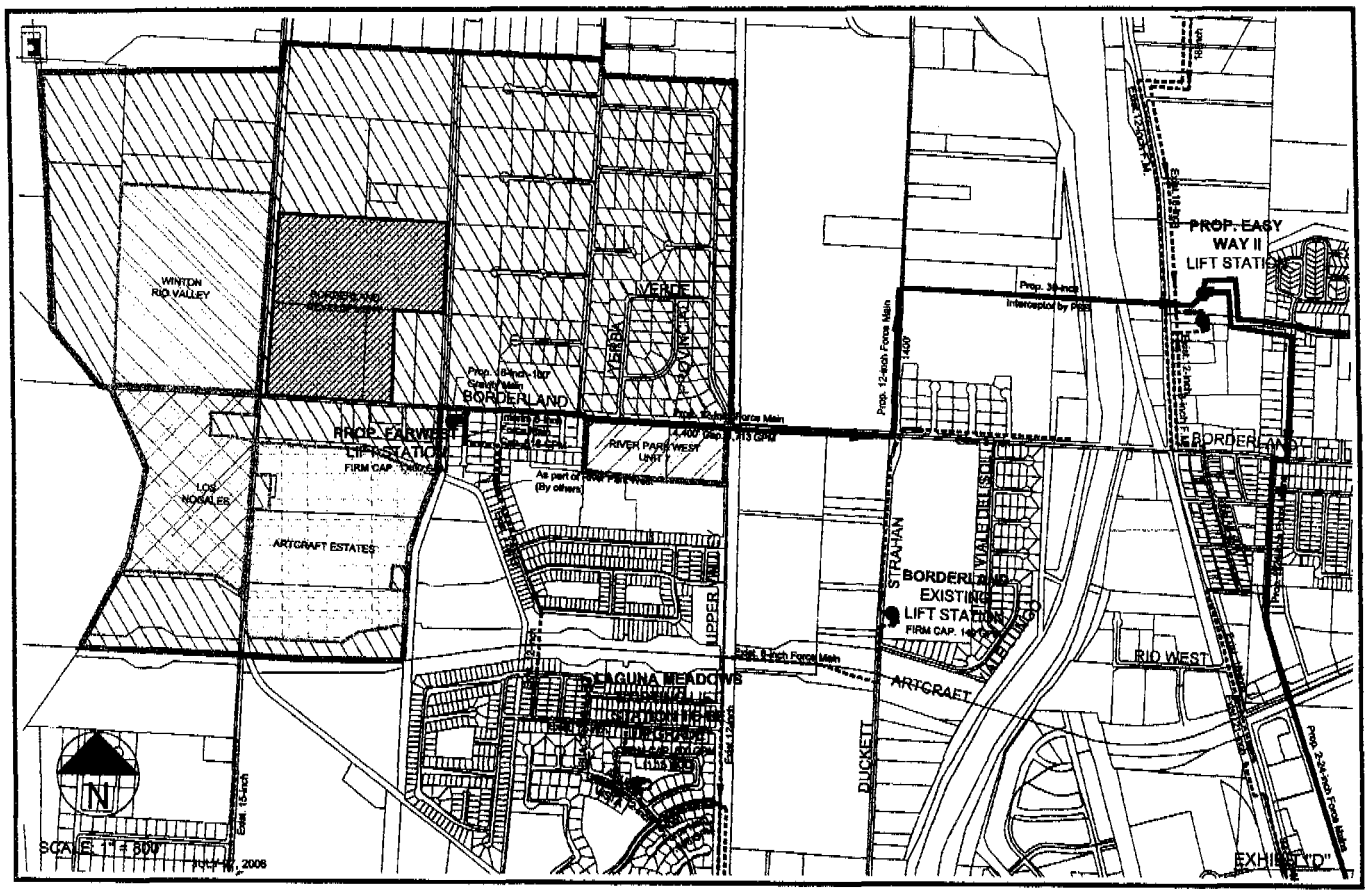
Amount Eligible to be Refunded	$ 1,643,051	-	$ 812,832		=	$	830,219
Refundable Number of Lots/LUE-Outside City	1511	-	50	444	=		1017
Refundable Amount per Lot/LUE	$ 830,219	+	1017		=	$	816

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EXHIBIT "D"

PSB FACILITIES LOCATIONS

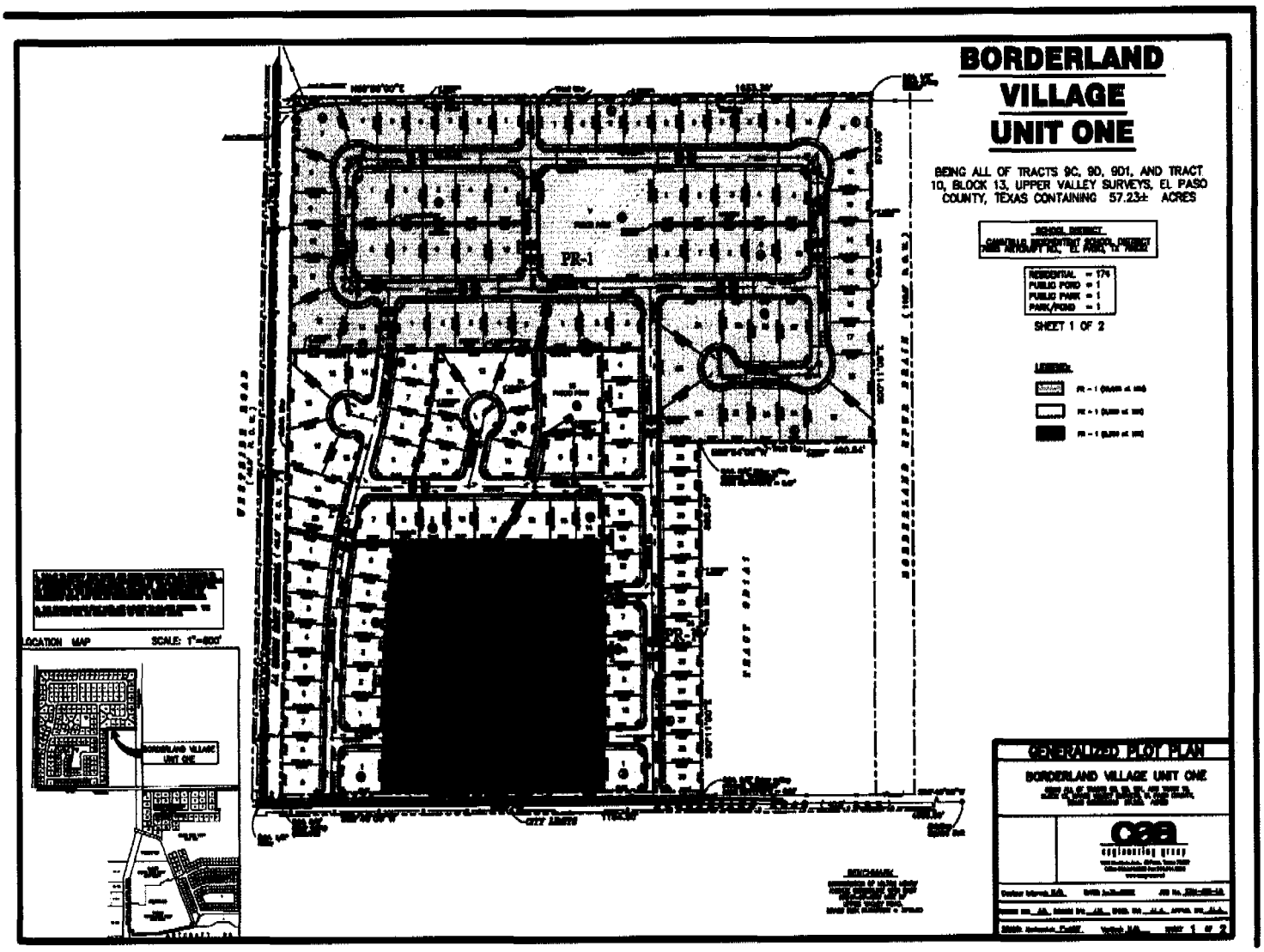


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EXHIBIT "E"

JAMAS PROPERTY



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Please return to Alicia 151

CITY CLERK'S OFFICE
2 Civic Center Plaza
El Paso, TX 79901-1196

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Official Records of
EL PASO COUNTY
DELIA BRIONES
COUNTY CLERK
Fees $76.00

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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