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

DEPARTMENT:	
AGENDA DATE:	
PUBLIC HEARING DATE:	
CONTACT PERSON NAME:	PHONE NUMBER:
2nd CONTACT PERSON NAME:	PHONE NUMBER:
DISTRICT(S) AFFECTED:	
STRATEGIC GOAL:	
SUBGOAL:	
SUBJECT:	

COMMUNITY AND STAKEHOLDER OUTREACH:		
PRIOR COUNCIL ACTION:		
AMOUNT AND SOURCE OF FUNDING:		
REPORTING OF CONTRIBUTION OR DONATION TO	O CITY COUNCIL:	
NAME	AMOUNT (¢)	
NAME	AMOUNT (\$)	
**************************************	RED AUTHORIZATION************************************	_
DEPARTMENT HEAD:		

BACKGROUND / DISCUSSION:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager is authorized to sign a First Amendment to Entitlement Agreement between the City of El Paso ("City"), a Texas home rule municipal corporation, and FSW Investments, LP, a Texas limited partnership ("FSW Parent"), FSW Investments I, LP, a Texas limited partnership ("FSW I"), FSW Investments II, LP, a Texas limited partnership ("FSW II"), FSW Investments IV, LP, a Texas limited partnership ("FSW IV"), FSW Investments V, LP, a Texas limited partnership ("FSW V"), FSW Investments VI, LP, a Texas limited partnership ("FSW VI"), FSW Investments VII, LP, a Texas limited partnership ("FSW VII"), FSW Investments IX, LP, a Texas limited partnership ("FSW VIII"), FSW Investments IX, LP, a Texas limited partnership ("FSW VIII"), FSW Investments IX, LP, a Texas limited partnership ("FSW X" and together with FSW Parent, FSW I, FSW II, FSW III, FSW IV, FSW V, FSW VI, FSW VII, FSW VIII, and FSW IX, "FSW") and Scarborough ELP Development, LLC, a Texas limited liability company, (together with FSW, the "Owner") to add a definition for an "Exclusion Parcel" to accommodate the development of a State of Texas facility.

, 2025.

day of

	CITY OF EL PASO:
	Renard U. Johnson
	Mayor
ATTEST:	
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Poberta Birto	200
Roberta Brito	Karina Brasgalla, Director
Senior Assistant City Attorney	Economic and International Development

APPROVED this

THE STATE OF TEXAS)	FIRST AMENDMENT TO
)	ENTITLMENT AGREEMENT
COUNTY OF EL PASO)	

THIS FIRST AMENDMENT TO THE ENTITLEMENT AGREEMENT ("First Amendment") is made by and between the City of El Paso, Texas (the "City"), a Texas home rule municipal corporation, and FSW Investments, LP, a Texas limited partnership ("FSW Parent"), FSW Investments II, LP, a Texas limited partnership ("FSW II"), FSW Investments III, LP, a Texas limited partnership ("FSW III"), FSW Investments IV, LP, a Texas limited partnership ("FSW IV"), FSW Investments VI, LP, a Texas limited partnership ("FSW VI"), FSW Investments VI, LP, a Texas limited partnership ("FSW VII"), FSW Investments VII, LP, a Texas limited partnership ("FSW VIII"), FSW Investments IX, LP, a Texas limited partnership ("FSW VIII"), FSW Investments IX, LP, a Texas limited partnership ("FSW IX"), FSW Investments X, LP, a Texas limited partnership ("FSW II, FSW III, FSW III, FSW II, FSW II, FSW II, FSW II, FSW VI, FSW VI, FSW VI, FSW VIII, and FSW IX, "FSW") and Franklin Mountain Communities, LLC, a Texas limited liability company, formerly known as Scarborough ELP Development, LLC, a Texas limited liability company ("FMC" and together with FSW, the "Owner"). The City and Owner are individually referred to as a "Party" and are collectively referred to as the "Parties."

RECITALS

WHEREAS, on March 30, 2020, City and FSW entered into an Entitlement Agreement ("Agreement"), a copy of which is available on record with the City of El Paso City Clerk's Office for 2,313 acres of property more particularly described in the Agreement ("Property"); and

WHEREAS, the Property is subject to the Northeast Master Zoning Plan prepared by Kimley Horn and approved on March 17, 2020, by Ordinance No. 019038 ("Zoning Plan"); and

WHEREAS, Section 5 of the Agreement requires that the Developer establish Development Standards for the Property and record those Development Standards in Covenants, Conditions and Restrictions ("CC&R's"); and

WHEREAS, Sections 5 and 31 of the Agreement require that the Property be developed in accordance with applicable City Regulations; and

WHEREAS, the City has determined that the Agreement will ensure that the City grows in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for the expansion of the City's tax base; and

WHEREAS, the State of Texas desires to construct a regional facility for state offices, including, but not limited to, the Texas Department of Public Safety ("State Facility") on a 45-acre portion of the Property, more particularly described on Exhibit A-1, attached hereto ("Exclusion Parcel"); and

WHEREAS, the State Facility is an investment in the City that will greatly enhance and improve local law enforcement services in the region; and

WHEREAS, the Owner is currently developing Pod 1 in the Agreement, and the Exclusion Parcel is located in Pod 3; and

WHEREAS, the Agreement provides for the payment of incentives to the Owner to facilitate the MMD's obligations to construction and maintain public improvements on the Property on behalf of the City; and

WHEREAS, Owner and City desire to amend the Agreement to facilitate the development of the State Facility and revise the incentive commencement date for Pod 3 to not commence with the construction of the State Facility and confirm the Parties' obligations under the Agreement.

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

1. Section 2, Definitions, is modified to add the following section in its entirety:

TT. "Exclusion Parcel" is the 45-acre site shown on Exhibit A-1 which is included within the "Property" and subject to the "Development Standards" and all other obligations, except for purposes of calculating the "Available TIRZ Revenue". Completion of Construction by the State of Texas shall not trigger the 25-year reimbursement period within Pod 3.

- 2. The Parties acknowledge and agree that a survey is being prepared and will replace the drawing currently provided as a part of Exhibit A-1. Upon completion, said survey shall be attached and made a part of Exhibit A-1. No further action shall be required of the Parties to include said survey as part of this Amendment. Said survey shall be automatically incorporated herein by this reference and shall be a legally binding part of this Amendment.
- 3. Except as expressly amended in this First Amendment, the Agreement remains in full force and effect and the obligations and rights of the Owner and City under the Agreement will remain as provided therein.
- 4. The Effective Date of this First Amendment is the date that the City Council of the City of El Paso approves this First Amendment.

(Signatures begin on following page.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment.

	CITY OF EL PASO
	Dionne L. Mack City Manager
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Voberta Brito	
Roberta Brito	Karina Brasgalla, Director
Senior Assistant City Attorney	Economic and International Development

(Additional signatures continue on following pages.)

FSW I	NVESTMENTS, LP, a Texas limited partnership
By:	FSW Investments Management, LLC, a Texas
	limited liability company
Its:	General Partner
	- Willer
	By:
	William Kell
	Its: Chief Operating Officer
ECM I	NVESTMENTS I, LP, a Texas limited partnership
By:	FSW GP, LLC a Texas limited liability company
Its:	General Partner
113.	Scholar Landon 100
	By:
	William Kell
	Its: Chief Operating Officer
FSW I	NVESTMENTS II, LP, a Texas limited partnership
By:	FSW GP, LLC, a Texas limited liability company
Its:	General Partner
	11/12
	By:
	William Kell
	Its: Chief Operating Officer
ECMI	NVESTMENTS III, LP, a Texas limited partnership
By:	FSW GP, LCC, a Texas limited liability company
Its:	General Partner
113.	General Latitles
	By: Will)
	William Kell
	Its: Chief Operating Officer
FSW I	INVESTMENTS IV, LP, a Texas limited partnership
By:	FSW GP, LLC, a Texas limited liability company
Its:	General Pairner
	(1)(1)
	Ву:
	William Kell
	Its: Chief Operating Officer

By: FS	ESTMENTS V, LP, a Texas limited partnership W GP, LLC, a Texas limited liability company eneral Partner
By Its	William Kell : Chief Operating Officer
By: FS Its: Ge	ESTMENTS VI, LP, a Texas limited partnership SW GP, LLC, a Texas limited liability company eneral Partner William Kell Chief Operating Officer
By: FS Its: Ge	ESTMENTS VII, LP, a Texas limited partnership SW GP, LLC, a Texas limited liability company eneral Partner y: William Kell s: Chief Operating Officer
By: FS Its: G	VESTMENTS VIII, LP, a Texas limited partnership SW GP, LLC, a Texas limited liability company eneral Partner y: William Kell s: Chief Operating Officer
By: FS	William Kell

FSW INVESTMENTS X, LP, a Texas limited partnership FSW GP, LC, a Texas limited liability company By: General Partner Its: By: 💙 William Kell Its: Chief Operating Officer FRANKLIN MOUNTAIN COMMUNITIES, LLC, a Texas limited liability company

Name:

EXHIBIT A-1

A tract of land containing approximately 45.00 acres located on the corner of Martin Luther King, Jr. Boulevard and Loma Real Avenue, El Paso County, El Paso, Texas 79934, A PORTION OF 81 TSP 1 SEC 19 T & P SURV SECTION 19 TRACT 1-B (273.0173 AC), as shown or more fully described on second page of this Exhibit A-1, attached hereto and incorporated herein by reference for all purposes.

Exhibit "A"

