

Courtesy DP  
#109 (16)

STATE OF TEXAS           §  
  §                                   **CUSTOM STREET LIGHT AGREEMENT**  
COUNTY OF EL PASO   §

This Custom Street Light Agreement (“**Agreement**”) is between the City of El Paso, hereinafter referred to as “**City**”, and the Montecillo Owners Association, Inc., hereinafter referred to as “**Grantee**.”

**WHEREAS**, property owners for Montecillo Unit 12 A, B, C, and D and Montecillo Unit 10 (all collectively referred to as the “**Property**”) have installed, or will install, custom lighting within the Property in lieu of the required standard street lighting ; and

**WHEREAS**, the El Paso City Code allows for custom street lighting to be provided in accordance with Section 19.16.030; and

**WHEREAS**, the proposed custom street lighting plans have been reviewed and approved by the City Streets and Maintenance Department and meet the minimum requirements for standard street lighting; and

**WHEREAS**, Grantee shall be perpetually liable for all costs as provided in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree and covenant as follows:

1.     **DESCRIPTION.** The City has granted permission to EPT Mesa Development, LP (the “**Developer**”) to install the custom street lights within the Property (the “**Custom Lighting**”) as depicted in the final as-built plans approved by the City as part of the subdivision improvements acceptance process. The Custom Lighting has been installed, or will be installed, by the Developer on the Property which is all located in El Paso, El Paso County, Texas. The Property is shown on the attached subdivision plats, marked as Attachment "A", which is incorporated herein for all purposes. Once installed, the Custom Lighting will be accepted as part of the subdivision improvements in accordance to the requirements of Title 19 of the El Paso City Code. Upon acceptance of each of the subdivision improvements within the Property, the Custom Lighting in such subdivision within the Property, along with all other subdivision improvements, will be transferred to the City for use and maintenance except as provided under this Agreement. The Grantee will assume the responsibilities under this Agreement in perpetuity immediately following the City’s acceptance of the improvements within a particular subdivision within the Property. The parties agree that this Agreement applies only to the public streets within the Property and that the Agreement does not apply to any private streets within the Property. The utility costs and maintenance, repair, and replacement of any improvements, including custom lighting, within any and all private streets within the Property, is the sole responsibility of the Grantee in accordance to the El Paso City Code and any covenants and agreements between the Grantee and property owners within the Property.

2. **SERVICES.** This Agreement shall not permit or be construed to permit any private use of the Site which impairs the function of the street lights for any City purpose, including but not limited to, restrictions to the visibility of such streets. The Grantee shall perform the following responsibilities, at the Grantees sole expense and for the Term of this Agreement:

- a. Pay all electricity costs directly to the utility company that are generated from the Electrical Plug located on the Custom Lighting within the Property. For purposes of this Agreement, the "Electrical Plug(s)" refers only to the electrical outlet/receptacle plug that is a part of the Custom Lighting and which is wired to a separate electrical meter.
- b. Pay all costs for electrical energy of the Custom Lighting within the Property, separate from those generated by the Electrical Plug, in accordance to Section 19.16.030 of the El Paso City Code when the following conditions are not met:
  - i. A separate rate can be charged to the City by the electric utility for the custom lighting proposed; and the total charged to the City is equal to or less than the rate for electrical energy for standard street lighting.
- c. Pay all costs associated with the maintenance of, or work done to, the Electrical Plugs within the Property. If the Grantee discovers a malfunction with an Electrical Plug, then the Grantee will immediately inform the City of the malfunction. The City will correct the malfunction and send an invoice to the Grantee for the reasonable costs of correcting the malfunction. The City will also correct any malfunctions to the Electrical Plug discovered by the City or reported by a citizen and invoice the Grantee for such reasonable costs. The Grantee will pay all invoices from the City for any work or maintenance done on the Electrical Plugs within 30 calendar days of receiving the invoice. The Grantee will not perform any work or maintenance on the Custom Lighting or the Electrical Plug. Grantee agrees that this Agreement does not convey any priority to the Grantee on work order requests on the Custom Lighting or the Electrical Plugs. The Grantee agrees that the City will treat all work order requests from the Grantee in the same manner as all other requests from the public and that timelines for repairs or maintenance to the Custom Lighting and Light Plugs will vary depending on workload. Grantee will ensure that the City has access to all Custom Lighting and Electrical Plugs at all times. In the event of the destruction of a Custom Lighting fixture, the City will replace it with a similar lighting fixture provided that that the City is able to find a similar fixture at a price that does not exceed the cost of purchasing a standard light fixture. If the City is unable to find a similar lighting fixture or if the cost exceeds the cost of obtaining a standard light fixture, then the City will replace the damaged Custom Lighting fixture with any fixture the City deems appropriate at the City's sole discretion. Prior to installing a standard streetlight in lieu of a damaged Custom Lighting fixture, the City will notify the Grantee if the City intends to install a standard light fixture and will allow the Grantee 30 calendar days to purchase a light suitable to the Grantee at the Grantee's sole expense.
- d. Provide the City with all as built plans developed by the Developer regarding the Custom Lighting. Grantee shall not construct any additional improvements, or make any additions to the Custom Lighting or the right of way within the Site without the City's permission.

- e. Report any malfunctions of the Custom Lighting to the City as soon as possible under the circumstance.
- f. File restrictive covenants and enforce the restrictive covenants to ensure that the Grantee is able to fulfill its obligations under this Agreement. The Grantee shall not amend, without the City's permission, any portion of any restrictive covenants set up to ensure compliance of the Grantee with this Agreement.
- g. Grantee will be responsible for any damage caused by any shortage caused by the Electric Plug. The Grantee will be responsible for the costs of replacing a damaged Electric Plug. The Grantee will pay all invoices from the City for any work or maintenance done on the Electrical Plugs within 30 calendar days of receiving the invoice.
- h. Once per year, Grantee will provide a written notice to the City Manager or designee that contains the following: (1) a list of all events and/or holidays for which the Grantee will be using decorative lighting in conjunction with the Electrical Plugs and (3) a description of the decorative lighting, and (3) a description of the electrical loads pertaining to the decorative lighting that will be used in conjunction with the Electrical Plugs. The Grantee may update the list at any time during the year to add new events or holidays provided that the Grantee provides the list to the City with enough time prior to the new event or holiday for the City to review the electrical loads. Within 30 calendar days of receiving a notice from the Grantee, the City will provide the Grantee with a written response indicating whether the City has any objections to the electrical loads or any specific safety concerns regarding the use of decorative lighting in conjunction with the Electrical Plug. The Grantee will not install any decorative lighting for which the City has expressed specific safety concerns or objections to electrical loads. If the City does not provide a response to the Grantee within the time period specified herein, then the Grantee may proceed with the use of the decorative lights as provided in the notification from the Grantee to the City. Nothing in this section relieves the Grantee from any indemnity responsibilities under this Agreement.
- i. Grantee agrees that the Custom Lighting for this Property must have glass light bulb covers as well as have separate circuits for the operation of the Electrical Plugs and the lighting component of the Custom Lighting. If the Developer fails to install the Custom Lighting as provided herein, then the Grantee shall be responsible, at its sole expense, to procure all materials and perform all services necessary to ensure that the Custom Lighting meets the requirements of this subsection. Failure to comply with this subsection constitutes a material breach of this Agreement by the Grantee for which the City is entitled to declare the Custom Lighting a nuisance and require the Grantee to replace the Custom Lighting with standard street lighting pursuant to Section 9 of this Agreement, or, pursue any other remedy available under this Agreement or law. In addition, the Grantee also acknowledges that failure by the Developer to comply with the requirements of this section may result in the City not accepting the Custom Lighting for reasons of Developer failing to perform work in accordance with the plans, specifications, and contract documents as part of the subdivision improvement acceptance process.

3. CONSIDERATION. This Agreement is entered into as allowed under Section 19.16.030 of the El Paso City Code in an effort to encourage beautification of the City of El Paso. Said consideration is accepted as full and valuable consideration to the City.

4. TERM. The term of this Agreement shall be in perpetuity commencing on the Effective Date of this Agreement. For purposes of this Agreement, the Effective Date is the date when the City Manager signs the Agreement on behalf of the City.

5. CITY REPRESENTATIVE. The City Representative shall be the City Manager or designee.

6. ELECTRICAL USE. The City agrees to pay all cost of electrical energy of the Custom Lighting, separate from those generated by the Electrical Plug, in accordance to Section 19.16.030 of the El Paso City Code when the following conditions are met:

- a. A separate rate can be charged by the City by the electric utility for the custom lighting proposed; and
- b. The total rate charged to the City is equal to or less than the rate for electrical energy for standard street lighting.

7. VANDALISM. Grantee shall promptly notify the City Representative of any material damage or destruction of Custom Lighting, which Grantee discovers at the Site.

8. WORK PERFORMANCE. The City will perform all work under normal City policies and procedures.

9. TERMINATION. In accordance to Section 19.16.030 of the El Paso City Code, the City may terminate this Agreement and require that any or all of the installed Custom Lighting be removed, at the Grantee's expense, when a finding is made by the City Council that the Custom Lighting creates a nuisance or is unsafe. If the City terminates the Agreement under this Section, then the Grantee will remove all Custom Lighting and replace it with standard street lighting within 30 calendar days of termination of the Agreement.

- a. If the Grantee ceases to exist as an entity or if the Grantee fails to fulfill its obligations under this Agreement, then the City may terminate this Agreement and operate the Custom Lighting as the City would operate any standard street lighting owned and operated by the City, including but not limited to the "red tagging" or closing and securing of the Electric Plug so as to prevent any further use of the Electric Plug, and/or the replacement of the Custom Lighting with any fixture in the City's sole discretion. Notwithstanding anything to the contrary, the City will provide the Grantee a 30 calendar day opportunity to cure before taking any action under this subsection.

10. **LEGAL RELATIONSHIP.** Grantee is an independent contractor and nothing herein shall be construed as creating the relationship of employer and employee or agent between the parties. Grantee shall not be entitled to any of the benefits established for City employees nor be covered by the City's Worker's Compensation Program. All of the services required hereunder will be performed by agents of Grantee, and all persons engaged in the work shall be fully qualified to perform the work.

11. **INDEMNIFICATION.** GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, THE CITY'S OFFICERS, EMPLOYEES HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, OR LOSSES FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH DIRECTLY CAUSED BY THE ACTS OF THE GRANTEE OR ANY BREACH OF THE GRANTEE'S OBLIGATIONS UNDER THIS AGREEMENT.

12. **INSURANCE.** the Grantee shall obtain general liability insurance in the minimum amounts of 1 million dollars per occurrence and 1 million dollars in the aggregate. The insurance shall cover the acts and omissions of the Grantee. The Grantee shall add the City as an additional insured to the policy.

13. **DISCRIMINATION.** Grantee, its officers, agents, servants, employees, volunteers, and third parties will not on account of race, color, religion, sex, or national origin, permit or allow any discrimination in the work done pursuant to this Agreement.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto.

15. **ASSIGNMENT.**

- a. Nothing herein shall grant any real property interest to Grantee nor give rise to any vested right in Grantee, its assigns or successors in title; neither shall Grantee, its assigns or successors in title have a cause of action for damages upon revocation or termination of this Agreement.
- b. This Agreement is conditioned on Grantee executing a covenant running with the land, binding its assigns and successors in interest to pay for all costs included in this agreement and to hold the City harmless from all claims and causes of action for death, personal injury and property damage arising from the Custom Lighting Agreement.
- c. This Agreement may be assigned to and assumed totally by one or more homeowners' association of the owners of the Property, as provided for in the Declaration of Covenants, Conditions, and Restrictions applicable to Grantee. The assignment and assumption of this Agreement shall not become effective until such

association shall send written notice of the assignment and assumption, signed by Grantee and a representative of such association, to the City Representative, who will forward the request to the City Manager. This Agreement shall not be assigned without the prior written consent of the City Manager. Such consent shall not be unreasonably withheld. Such assignment shall be conditioned on the homeowners' association assuming all duties and obligations under this Agreement. Upon City Manager approval of the assignment to the homeowners' association, Grantee shall be released from any further duties or obligations under this Agreement.

16. COMPLIANCE WITH LAWS, REGULATIONS AND ORDINANCES. Grantee agrees to comply with all applicable laws, regulations and ordinances applicable to this Agreement.

17. BINDING AGREEMENT. The individual signing this Agreement acknowledges that he/she is authorized to do so and further warrants that he/she is authorized to commit and bind Grantee to the terms and conditions of this Agreement.

18. NOTICES. All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City of El Paso  
ATTN: City Director of Planning and Inspections  
801 Texas Avenue  
El Paso, Texas 79901-1196

City of El Paso  
ATTN: City Manager  
300 Campbell Street  
El Paso, Texas 79901-1196

Montecillo Owners Associatio, Inc.  
444 Executive Center Blvd., Suite 238  
El Paso, TX 79902

Either party shall have the right to change its principal office by notifying the other party of such change in accordance to this Section.

19. The parties will cooperate with each other to insure that the requirements of the El Paso City Code Section 19.16.030 are met. Both parties will modify existing documents, create new documents, and/or sign omitted documents that are necessary to comply with Section 19.16.030 of the El Paso City Code regardless of whether such necessity is discovered following the Effective Date.


**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

[CITY SIGNATURE PAGE]

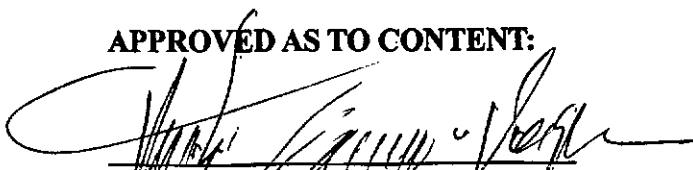
THE CITY OF EL PASO:

  
Tomás González, City Manager

APPROVED AS TO FORM:

  
Omar A. De La Rosa  
Assistant City Attorney

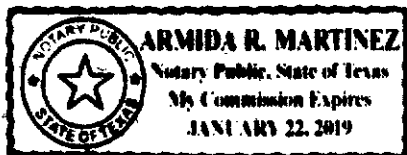
APPROVED AS TO CONTENT:

  
Victor Morrison Vega  
Planning & Inspections Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS   §  
  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 11<sup>th</sup> day of July, 2018,  
by Tomás González, as City Manager of the City of El Paso, Texas.

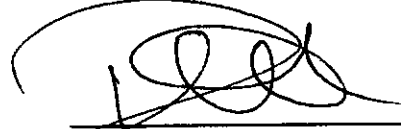


  
Notary Public, State of Texas

[GRANTEE SIGNATURE PAGE]

**GRANTEE**

Montecillo Owners Association, Inc.  
A Texas Nonprofit Corporation

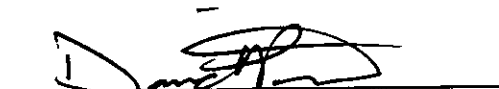
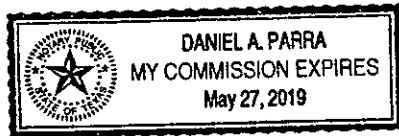


Name: Richard Aguilar  
Title: Director

**ACKNOWLEDGEMENT**

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

This instrument was acknowledged before me on the 5<sup>th</sup> day of July, 2018,  
by Richard Aguilar, as Director of the Montecillo Owners  
Association, Inc. a Texas Nonprofit Corporation.

  
Notary Public, State of Texas

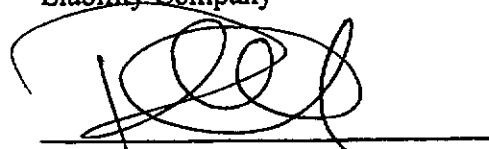


[Owners Signature Page]

Without becoming a party to this Agreement the following signatories approve the Agreement.

**EPT Mesa Development, LP, a Delaware Limited Partnership**

EPT Mesa Development Management, LLC,  
A Delaware Limited Liability Company  
By its Managing Member EPT Land Management, LLC, a Texas Limited Liability Company

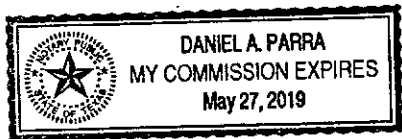


Name: Richard Aguilar  
Title: Manager

**ACKNOWLEDGEMENT**

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

This instrument was acknowledged before me on the 5<sup>th</sup> day of July, 2018, by Richard Aguilar, as Manager of EPT Land Management, LLC, a Texas Limited Liability Company, Managing Member of EPT Mesa Development Management, LLC, a Delaware limited liability company, General Partner of EPT Mesa Development, LP, a Delaware limited partnership.

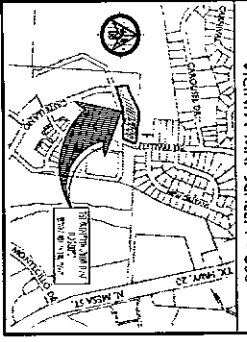


  
Notary Public, State of Texas

[Attachment "A" begins on following page]

ATTACHMENT "A"

ATTACHMENT "A"

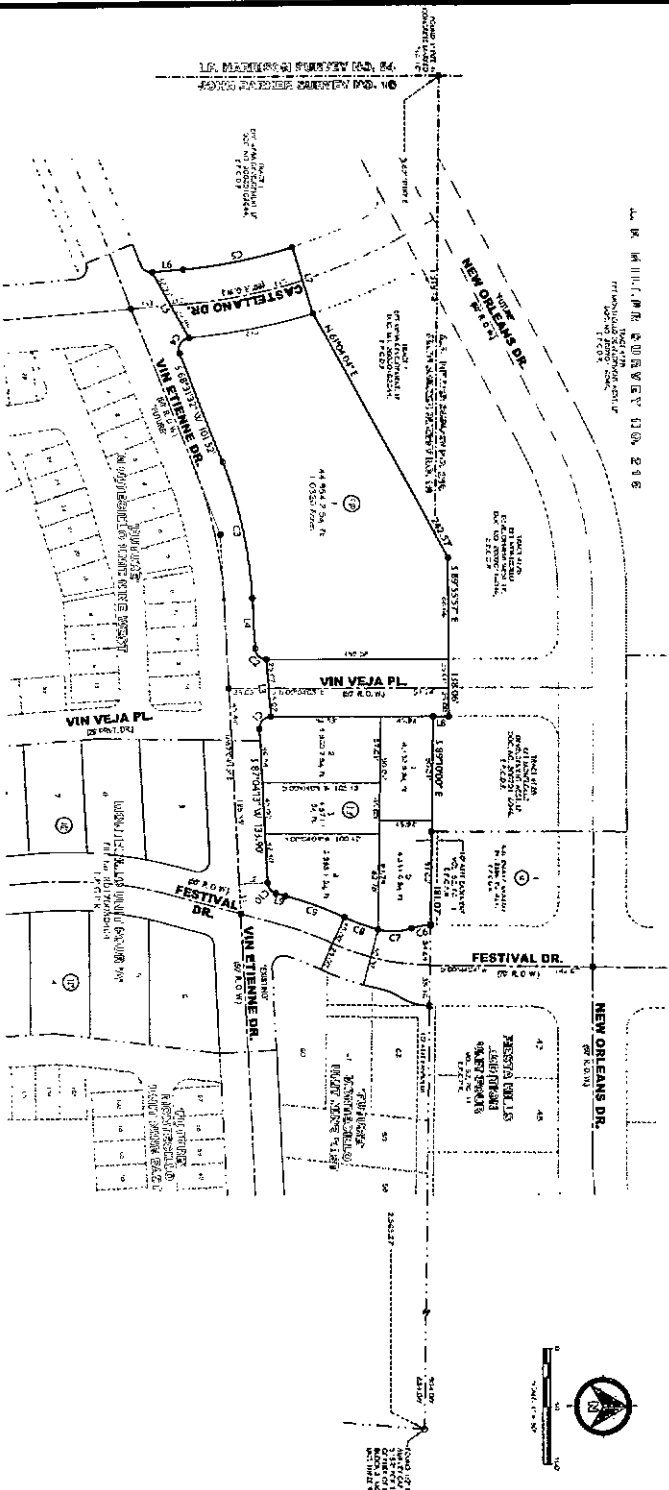


VICINITY MAP SCALE: 1" = 600'

**PLAN NOTES AND RESTRICTIONS:**

1. THE CITY OF PASO DEL PASO HAS REVIEWED THIS PLAN AND APPROVES THE PROPOSED LAYOUT AND DESIGN OF THE PROJECT.
2. THE APPLICANT SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.
3. THE APPLICANT SHALL MAINTAIN THE EXISTING CURBS AND GUTTERS.
4. THE APPLICANT SHALL MAINTAIN THE EXISTING SIDEWALKS.
5. THE APPLICANT SHALL MAINTAIN THE EXISTING TREES AND LANDSCAPE.
6. THE APPLICANT SHALL MAINTAIN THE EXISTING FENCES AND BARRIERS.
7. THE APPLICANT SHALL MAINTAIN THE EXISTING SIGNAGE.
8. THE APPLICANT SHALL MAINTAIN THE EXISTING LIGHTING.
9. THE APPLICANT SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.
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13. THE APPLICANT SHALL MAINTAIN THE EXISTING FENCES AND BARRIERS.
14. THE APPLICANT SHALL MAINTAIN THE EXISTING SIGNAGE.
15. THE APPLICANT SHALL MAINTAIN THE EXISTING LIGHTING.

**EXHIBIT A**



**LEGEND**

- PROPOSED SIDEWALK
- PROPOSED CURB
- PROPOSED GUTTER
- PROPOSED UTILITY
- PROPOSED EASEMENT
- PROPOSED FENCE
- PROPOSED SIGNAGE
- PROPOSED LIGHTING
- PROPOSED LANDSCAPE
- PROPOSED TREES
- PROPOSED BARRIERS
- PROPOSED SIGNAGE
- PROPOSED LIGHTING

LOT #	AREA	PERMITS	DATE	APPLICANT	STATUS
1	1,000	12/15/18	12/15/18	ABC COMPANY	APPROVED
2	1,200	12/15/18	12/15/18	ABC COMPANY	APPROVED
3	1,100	12/15/18	12/15/18	ABC COMPANY	APPROVED
4	1,300	12/15/18	12/15/18	ABC COMPANY	APPROVED
5	1,400	12/15/18	12/15/18	ABC COMPANY	APPROVED
6	1,500	12/15/18	12/15/18	ABC COMPANY	APPROVED
7	1,600	12/15/18	12/15/18	ABC COMPANY	APPROVED
8	1,700	12/15/18	12/15/18	ABC COMPANY	APPROVED
9	1,800	12/15/18	12/15/18	ABC COMPANY	APPROVED
10	1,900	12/15/18	12/15/18	ABC COMPANY	APPROVED
11	2,000	12/15/18	12/15/18	ABC COMPANY	APPROVED

**B BROCK & BUSTILLOS INC.**  
 CONSULTING ENGINEERS  
 4114 LINDEN BLVD  
 PASO DEL PASO, TEXAS 79701  
 PHONE: 806.335.1234  
 FAX: 806.335.1235  
 WWW.BROCKANDBUSTILLOS.COM

DATE OF PREPARATION: APRIL 2018

**MONTECILLO UNIT TWELVE "A"**  
 BEING ALL OF TRACT 4292 & A PORTION OF TRACT 4298,  
 A.E. MILLER SURVEY NO. 215  
 AND A PORTION OF TRACT 1, JOHN BARBER SURVEY NO. 10  
 CITY OF EL PASO, EL PASO COUNTY, TEXAS,  
 CONTAINING 19,966 ACRES

**DEDICATION**

WE, THE UNDERSIGNED, HEREBY DEDICATE TO THE CITY OF EL PASO, TEXAS, THE ABOVE DESCRIBED TRACTS FOR THE USE AND BENEFIT OF THE CITY OF EL PASO, TEXAS, AS SHOWN ON THE ATTACHED MAP.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED OUR SIGNS AND SEALS, THIS 15TH DAY OF APRIL, 2018.

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, CLERK OF THE CITY OF EL PASO, TEXAS, DO HEREBY ACKNOWLEDGE THAT THE ABOVE DESCRIBED TRACTS HAVE BEEN DEDICATED TO THE CITY OF EL PASO, TEXAS, AS SHOWN ON THE ATTACHED MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL, THIS 15TH DAY OF APRIL, 2018.

BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**CITY PLAN COMMISSION**

THE CITY PLAN COMMISSION HAS REVIEWED THIS PLAN AND APPROVES THE PROPOSED LAYOUT AND DESIGN OF THE PROJECT.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**PREPARED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**SCALE:** \_\_\_\_\_

**PROJECT NO.:** \_\_\_\_\_

**DATE OF PREPARATION:** \_\_\_\_\_

**DATE OF REVIEW:** \_\_\_\_\_

**DATE OF APPROVAL:** \_\_\_\_\_

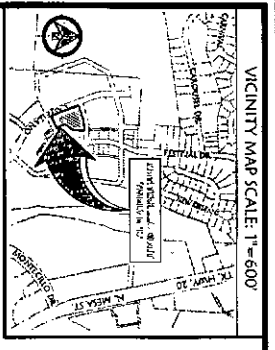
**DATE OF RECORDATION:** \_\_\_\_\_

**ENGINEER'S CERTIFICATE:**

I, \_\_\_\_\_, LICENSED PROFESSIONAL ENGINEER, NO. \_\_\_\_\_, STATE OF TEXAS, DO HEREBY CERTIFY THAT I AM A MEMBER OF THE PROFESSIONAL ENGINEERING SOCIETY OF TEXAS AND THAT I AM A MEMBER OF THE PROFESSIONAL ENGINEERING SOCIETY OF TEXAS.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

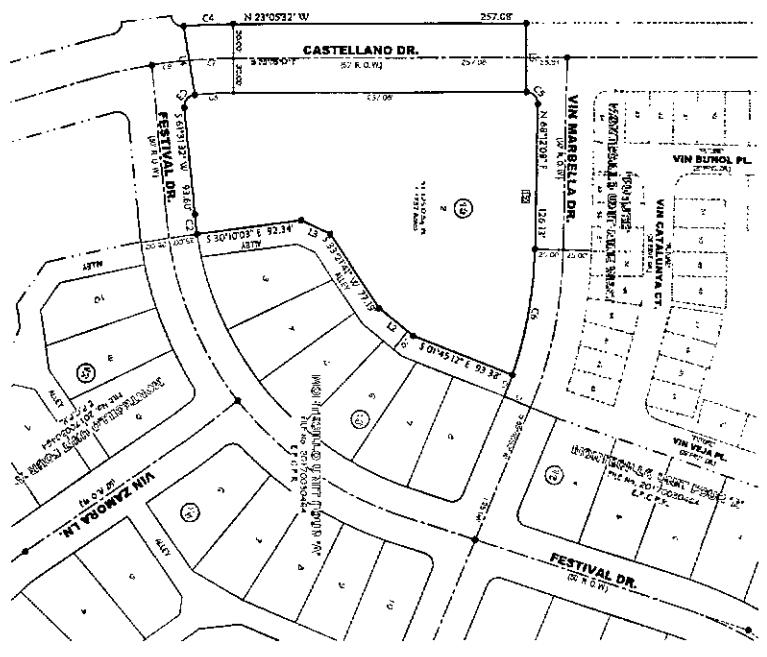


VICINITY MAP SCALE: 1"=600'

- PLAN NOTES AND RESTRICTIONS:**
1. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS APPROVED THE DESIGN AND CONSTRUCTION OF THE PROJECT.
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**EXHIBIT A**

- LEGEND**
- PROPOSED LOT
  - EXISTING LOT
  - PROPOSED DRIVE
  - EXISTING DRIVE
  - PROPOSED DRIVE
  - EXISTING DRIVE
  - PROPOSED DRIVE
  - EXISTING DRIVE
  - PROPOSED DRIVE
  - EXISTING DRIVE



**CHANGING TABLE**

NO.	DATE	DESCRIPTION
1	10/10/17	ISSUED FOR PERMIT
2	10/10/17	ISSUED FOR PERMIT
3	10/10/17	ISSUED FOR PERMIT
4	10/10/17	ISSUED FOR PERMIT
5	10/10/17	ISSUED FOR PERMIT
6	10/10/17	ISSUED FOR PERMIT
7	10/10/17	ISSUED FOR PERMIT
8	10/10/17	ISSUED FOR PERMIT
9	10/10/17	ISSUED FOR PERMIT
10	10/10/17	ISSUED FOR PERMIT

**BROCK & BUSTILLOS INC.**  
 ENGINEERS & ARCHITECTS  
 1000 N. FAY BLVD., SUITE 100  
 DALLAS, TEXAS 75219  
 TEL: 972.343.1234  
 FAX: 972.343.1235

**MONTECILLO UNIT TWELVE "B"**  
 BEING A PORTION OF LOT 6, BLOCK 2,  
 MONTECILLO UNIT THREE, REPLAT "B",  
 CITY OF EL PASO, EL PASO COUNTY, TEXAS,  
 CONTAINING 1.8815 ACRES

**DEDICATION**

THE CITY ENGINEER HAS REVIEWED THE DESIGN AND CONSTRUCTION OF THE PROJECT AND HAS APPROVED THE DESIGN AND CONSTRUCTION OF THE PROJECT.

**ACKNOWLEDGMENT**

I, THE CITY ENGINEER, HAVE REVIEWED THE DESIGN AND CONSTRUCTION OF THE PROJECT AND HAVE APPROVED THE DESIGN AND CONSTRUCTION OF THE PROJECT.

**CITY PLAN COMMISSION**

THIS IS A PORTION OF THE CITY OF EL PASO, TEXAS, AND IS SUBJECT TO THE CITY OF EL PASO, TEXAS, CITY PLAN COMMISSION.

**FILING**

THIS PLAN IS FILED IN THE CITY OF EL PASO, TEXAS, CITY PLAN COMMISSION.

**THESE ARE THE TERMS AND CONDITIONS OF THE DEDICATION:**

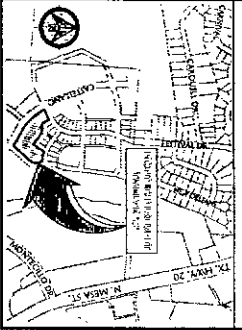
THESE ARE THE TERMS AND CONDITIONS OF THE DEDICATION.

**THESE ARE THE TERMS AND CONDITIONS OF THE DEDICATION:**

THESE ARE THE TERMS AND CONDITIONS OF THE DEDICATION.

DATED: OCTOBER 2017

VICINITY MAP SCALE: 1" = 600'



**EXHIBIT A**

**MONTECILLO UNIT TWELVE "C"**

BEING A PORTION OF LOT 6, BLOCK 2, MONTECILLO UNIT THREE, REPLAT "B", CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 2.2976 ACRES

**DEDICATION**

THE CITY OF EL PASO, TEXAS, DOES HEREBY DEDICATE TO THE PUBLIC THE FOLLOWING DESCRIBED TRACT OF LAND, TOGETHER WITH ALL RIGHTS AND INTERESTS THEREIN, TO BE USED AS A PUBLIC HIGHWAY AND ROAD, TO BE KNOWN AS:

THE TRACT OF LAND BEING A PORTION OF LOT 6, BLOCK 2, MONTECILLO UNIT THREE, REPLAT "B", CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 2.2976 ACRES.

**ACKNOWLEDGMENT**

I, the undersigned, being the duly authorized representative of the City of El Paso, Texas, do hereby acknowledge that the foregoing is a true and correct copy of the original as recorded in the public records of the County of El Paso, Texas.

**MINOR PLAT APPROVAL STATEMENT**

THE CITY OF EL PASO, TEXAS, HAS REVIEWED THE PLAT AND FINDS THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE PLAT ACT, CHAPTER 201, SUBCHAPTER A, TITLE 25, OF THE STATUTES OF THE STATE OF TEXAS, AND THAT THE PLAT IS CORRECT AND COMPLETE AS SHOWN ON THE PLAT.

APPROVED AND FORWARDED: \_\_\_\_\_  
 CITY CLERK

**FILING**

THIS PLAT WAS FILED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS, ON \_\_\_\_\_ 2017.

DATED: NOVEMBER 2017

**PLAT NOTES AND RESTRICTIONS:**

1. THIS PLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES, RULES AND REGULATIONS OF THE CITY OF EL PASO, TEXAS, AND THE STATE OF TEXAS.
2. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
4. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
5. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
6. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
7. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
8. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
9. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
10. THE CITY OF EL PASO, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

UNIT #	ACRES	FEET	FEET	FEET
1	0.1000	100.00	100.00	100.00
2	0.1000	100.00	100.00	100.00
3	0.1000	100.00	100.00	100.00
4	0.1000	100.00	100.00	100.00
5	0.1000	100.00	100.00	100.00
6	0.1000	100.00	100.00	100.00
7	0.1000	100.00	100.00	100.00
8	0.1000	100.00	100.00	100.00
9	0.1000	100.00	100.00	100.00
10	0.1000	100.00	100.00	100.00

UNIT #	ACRES	FEET	FEET	FEET
1	0.1000	100.00	100.00	100.00
2	0.1000	100.00	100.00	100.00
3	0.1000	100.00	100.00	100.00
4	0.1000	100.00	100.00	100.00
5	0.1000	100.00	100.00	100.00
6	0.1000	100.00	100.00	100.00
7	0.1000	100.00	100.00	100.00
8	0.1000	100.00	100.00	100.00
9	0.1000	100.00	100.00	100.00
10	0.1000	100.00	100.00	100.00

**LEGEND**

--- PROPERTY LINE

--- EASEMENT

--- UTILITY LINE

--- FENCE

--- CURB

--- SIDEWALK

--- DRIVEWAY

--- DRIVE

--- STREET

--- HIGHWAY

--- RAILROAD

--- CANAL

--- DITCH

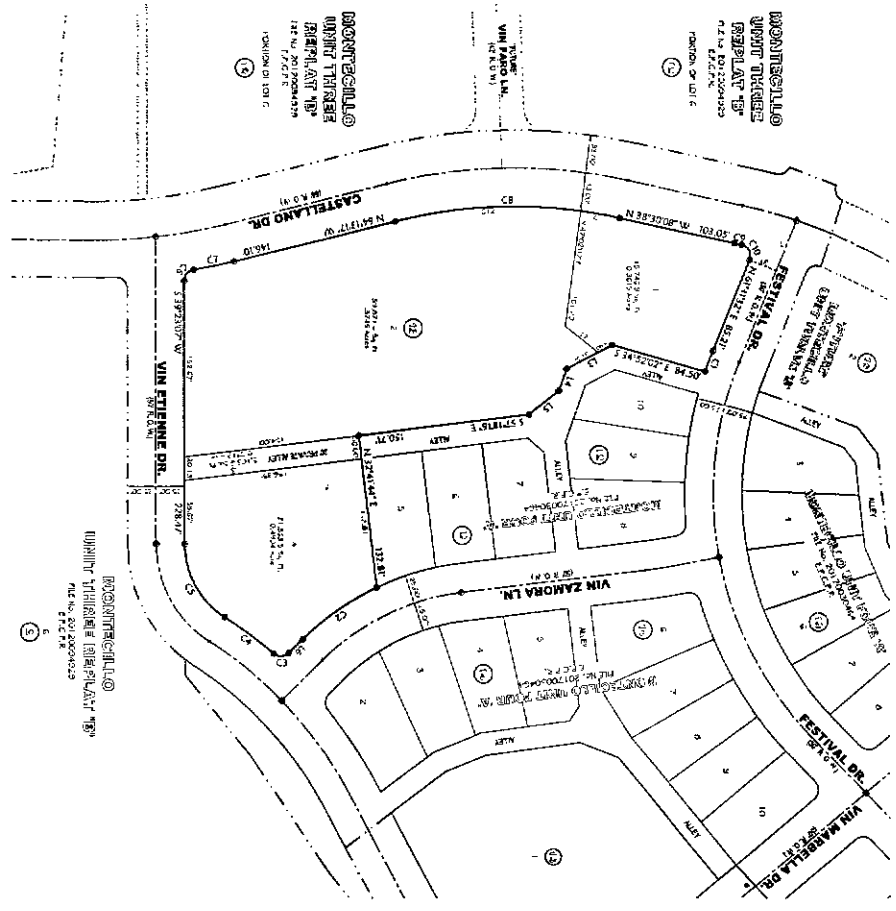
--- TOWER

--- MONUMENT

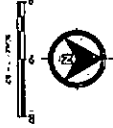
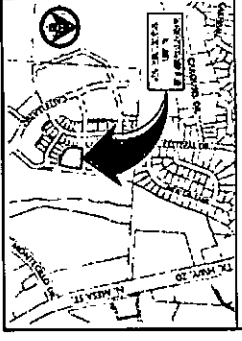
--- SURVEY POINT

--- BOUNDARY MARK

**BROCK & BUSTILLOS INC.**  
 2700 W. TEXAS ST. SUITE 100  
 EL PASO, TEXAS 79902  
 TEL: 915.593.8222  
 FAX: 915.593.8222



VICINITY MAP SCALE: 1" = 600'



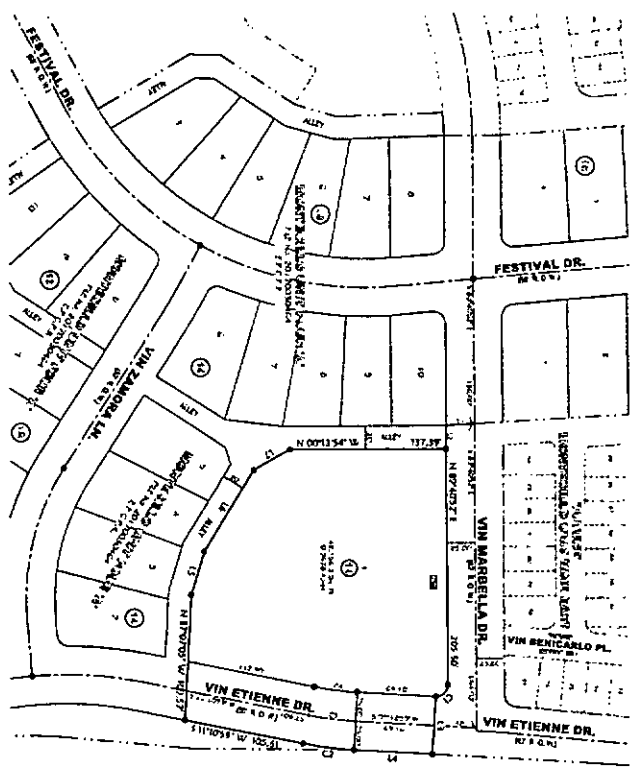
**PLAN NOTES AND RESTRICTIONS:**

1. THE PROPERTY IS TO BE DEVELOPED AS A RESIDENTIAL UNIT DEVELOPMENT.
2. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO ZONING ORDINANCES AND ALL APPLICABLE ORDINANCES.
3. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO SUBDIVISION MAP ACT AND ALL APPLICABLE ORDINANCES.
4. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO PLANNING AND ZONING COMMISSION AND ALL APPLICABLE ORDINANCES.
5. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO PLANNING AND ZONING COMMISSION AND ALL APPLICABLE ORDINANCES.
6. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO PLANNING AND ZONING COMMISSION AND ALL APPLICABLE ORDINANCES.
7. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO PLANNING AND ZONING COMMISSION AND ALL APPLICABLE ORDINANCES.
8. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO PLANNING AND ZONING COMMISSION AND ALL APPLICABLE ORDINANCES.
9. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO PLANNING AND ZONING COMMISSION AND ALL APPLICABLE ORDINANCES.
10. THE DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF EL PASO PLANNING AND ZONING COMMISSION AND ALL APPLICABLE ORDINANCES.

**EXHIBIT A**

**LEGEND**

- 1. UNIMPROVED LOT
- 2. IMPROVED LOT
- 3. LOT WITH EXISTING BUILDING
- 4. LOT WITH EXISTING DRIVEWAY
- 5. LOT WITH EXISTING DRIVEWAY AND DRIVE
- 6. LOT WITH EXISTING DRIVEWAY AND DRIVE AND DRIVEWAY
- 7. LOT WITH EXISTING DRIVEWAY AND DRIVE AND DRIVEWAY AND DRIVEWAY
- 8. LOT WITH EXISTING DRIVEWAY AND DRIVE AND DRIVEWAY AND DRIVEWAY AND DRIVEWAY
- 9. LOT WITH EXISTING DRIVEWAY AND DRIVE AND DRIVEWAY AND DRIVEWAY AND DRIVEWAY AND DRIVEWAY
- 10. LOT WITH EXISTING DRIVEWAY AND DRIVE AND DRIVEWAY AND DRIVEWAY AND DRIVEWAY AND DRIVEWAY AND DRIVEWAY



**MONTECILLO  
UNIMPROVED  
LOT TWELVE  
REPLANT**

LOT	AREA	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE
1	1.00	10.00	10.00	10.00	10.00
2	1.00	10.00	10.00	10.00	10.00
3	1.00	10.00	10.00	10.00	10.00
4	1.00	10.00	10.00	10.00	10.00
5	1.00	10.00	10.00	10.00	10.00
6	1.00	10.00	10.00	10.00	10.00
7	1.00	10.00	10.00	10.00	10.00
8	1.00	10.00	10.00	10.00	10.00
9	1.00	10.00	10.00	10.00	10.00
10	1.00	10.00	10.00	10.00	10.00

LOT	AREA	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE
1	1.00	10.00	10.00	10.00	10.00
2	1.00	10.00	10.00	10.00	10.00
3	1.00	10.00	10.00	10.00	10.00
4	1.00	10.00	10.00	10.00	10.00
5	1.00	10.00	10.00	10.00	10.00
6	1.00	10.00	10.00	10.00	10.00
7	1.00	10.00	10.00	10.00	10.00
8	1.00	10.00	10.00	10.00	10.00
9	1.00	10.00	10.00	10.00	10.00
10	1.00	10.00	10.00	10.00	10.00

DATED: OCTOBER 2017



**MONTECILLO  
UNIT TWELVE "D"**

BENCH A PORTION OF LOT 6, BLOCK 2,  
MONTECILLO UNIT THREE, RESUBDIVISION  
CITY OF EL PASO, EL PASO COUNTY, TEXAS,  
CONTAINING 1.209 ACRES

**DEDICATION**

THE CITY OF EL PASO, TEXAS, DOES HEREBY DEDICATE TO THE PUBLIC THE PORTION OF LOT 6, BLOCK 2, MONTECILLO UNIT THREE, RESUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 1.209 ACRES, AS SHOWN ON THE ATTACHED MAP.

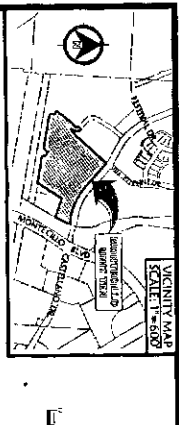
**ACKNOWLEDGMENT**  
I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of El Paso County, Texas.

**CITY PLAN COMMISSION**  
I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of El Paso County, Texas.

**FILING**  
I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of El Paso County, Texas.

**TERESA WRIGHT, J.E.**  
Notary Public, State of Texas  
My Commission Expires: 11/11/19

THE CITY OF EL PASO, TEXAS, DOES HEREBY DEDICATE TO THE PUBLIC THE PORTION OF LOT 6, BLOCK 2, MONTECILLO UNIT THREE, RESUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 1.209 ACRES, AS SHOWN ON THE ATTACHED MAP.



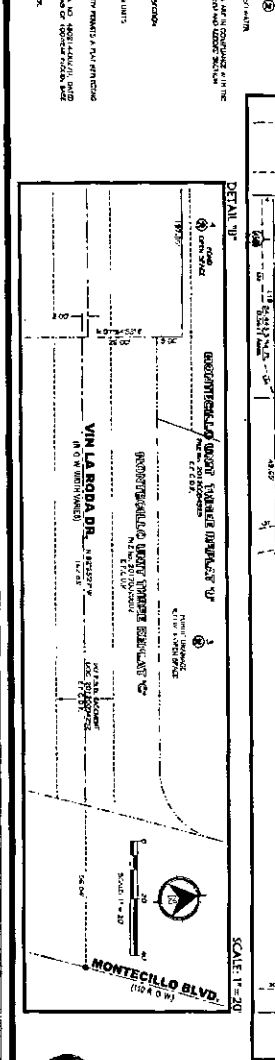
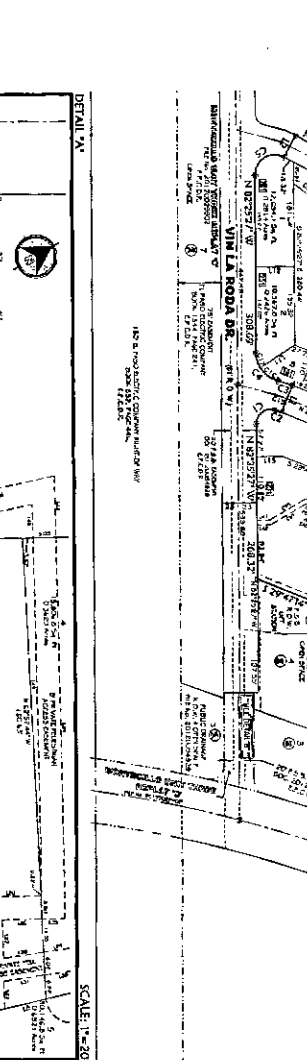
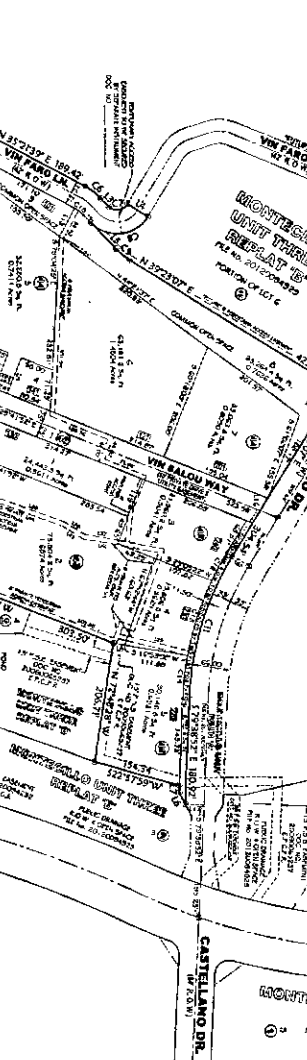
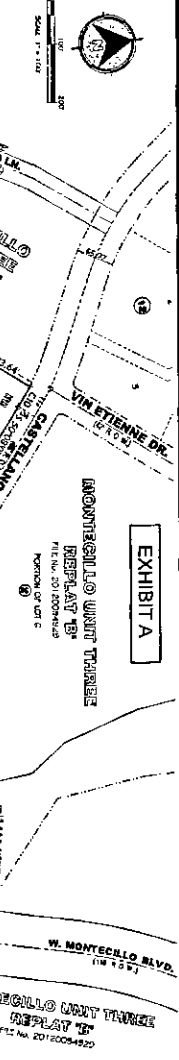
LOT LABEL	LOT AREA	LOT AREA	LOT AREA
1	0.1000	0.1000	0.1000
2	0.1000	0.1000	0.1000
3	0.1000	0.1000	0.1000
4	0.1000	0.1000	0.1000
5	0.1000	0.1000	0.1000
6	0.1000	0.1000	0.1000
7	0.1000	0.1000	0.1000
8	0.1000	0.1000	0.1000
9	0.1000	0.1000	0.1000
10	0.1000	0.1000	0.1000
11	0.1000	0.1000	0.1000
12	0.1000	0.1000	0.1000
13	0.1000	0.1000	0.1000
14	0.1000	0.1000	0.1000
15	0.1000	0.1000	0.1000
16	0.1000	0.1000	0.1000
17	0.1000	0.1000	0.1000
18	0.1000	0.1000	0.1000

CLUSTER TABLE	CLUSTER TABLE	CLUSTER TABLE
1	0.1000	0.1000
2	0.1000	0.1000
3	0.1000	0.1000
4	0.1000	0.1000
5	0.1000	0.1000
6	0.1000	0.1000
7	0.1000	0.1000
8	0.1000	0.1000
9	0.1000	0.1000
10	0.1000	0.1000
11	0.1000	0.1000
12	0.1000	0.1000
13	0.1000	0.1000
14	0.1000	0.1000
15	0.1000	0.1000
16	0.1000	0.1000
17	0.1000	0.1000
18	0.1000	0.1000

LEGEND	LEGEND	LEGEND
1	0.1000	0.1000
2	0.1000	0.1000
3	0.1000	0.1000
4	0.1000	0.1000
5	0.1000	0.1000
6	0.1000	0.1000
7	0.1000	0.1000
8	0.1000	0.1000
9	0.1000	0.1000
10	0.1000	0.1000
11	0.1000	0.1000
12	0.1000	0.1000
13	0.1000	0.1000
14	0.1000	0.1000
15	0.1000	0.1000
16	0.1000	0.1000
17	0.1000	0.1000
18	0.1000	0.1000

**PLAT NOTES AND RESTRICTIONS:**

1. THE LAND AND RIGHTS THEREON ARE BEING OFFERED FOR SALE BY THE CITY OF EL PASO, TEXAS, AS A PART OF THE CITY'S PLANNING AND DEVELOPMENT PROGRAM.
2. THE CITY OF EL PASO, TEXAS, IS THE OWNER OF THE LAND AND RIGHTS THEREON.
3. THE CITY OF EL PASO, TEXAS, IS THE OFFICIAL RECORDING OFFICE FOR THIS PLAT.
4. THE CITY OF EL PASO, TEXAS, IS THE OFFICIAL RECORDING OFFICE FOR THIS PLAT.
5. THE CITY OF EL PASO, TEXAS, IS THE OFFICIAL RECORDING OFFICE FOR THIS PLAT.
6. THE CITY OF EL PASO, TEXAS, IS THE OFFICIAL RECORDING OFFICE FOR THIS PLAT.
7. THE CITY OF EL PASO, TEXAS, IS THE OFFICIAL RECORDING OFFICE FOR THIS PLAT.
8. THE CITY OF EL PASO, TEXAS, IS THE OFFICIAL RECORDING OFFICE FOR THIS PLAT.
9. THE CITY OF EL PASO, TEXAS, IS THE OFFICIAL RECORDING OFFICE FOR THIS PLAT.
10. THE CITY OF EL PASO, TEXAS, IS THE OFFICIAL RECORDING OFFICE FOR THIS PLAT.



**MONTECILLO UNIT TEN**

BEING A REPLAT OF A PORTION OF LOT 6, BLOCK 2, MONTECILLO UNIT THREE, REPLAT "B", CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 9.5219 ACRES

**ACKNOWLEDGMENT**

I, the undersigned, being the duly authorized representative of the City of El Paso, Texas, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the public records of the County of El Paso, Texas.

**CITY PLAN COMMISSION**

THE CITY PLAN COMMISSION HAS REVIEWED THE PLAT AND HAS APPROVED THE SAME FOR RECORDATION.

**FILED**

APRIL 11 2017

EL PASO COUNTY CLERK

**BROCK & BUSTILLOS INC.**

PLANNING AND SURVEYING ENGINEERS

11200 UNIT 1000, EL PASO, TEXAS 79906

DATE: APRIL 11, 2017



**Doc # 20180055657**  
**#Pages 16 #NFPages 1**  
**7/18/2018 4:36 PM**  
**Filed & Recorded in**  
**Official Records of**  
**El Paso County**  
**Delia Briones**  
**County Clerk**  
**Fees \$86.00**

**eRecorded**

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*