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AFTER RECORDING RETURN TO:
JOSHUA D. BERNSTEIN, ESQ.
NORTON ROSE FULBRIGHT US LLP
98 SAN JACINTO BLVD., SUITE 1100
AUSTIN, TEXAS 78701

 **NORTON ROSE FULBRIGHT**

MONTECILLO
**NOTICE OF ANNEXATION AND
DEVELOPMENT AREA DECLARATION
[TOPGOLF PROPERTY]**

Declarant: EPT MESA DEVELOPMENT, LP, a Delaware limited partnership

Cross reference to that certain Montecillo Amended and Restated Master Covenant, Document No. 20160088513 in the Official Public Records of El Paso County, Texas, as amended.

NOTICE OF ANNEXATION AND DEVELOPMENT AREA DECLARATION
[TOPGOLF PROPERTY]

This Notice of Annexation and Development Area Declaration [Topgolf Property] (this “**Declaration**”), is made by **EPT MESA DEVELOPMENT, LP**, a Delaware limited partnership (“**Declarant**”), and is as follows:

RECITALS

A. Declarant is the “**Declarant**” under that certain Montecillo Amended and Restated Master Covenant, recorded as Document No. 20160088513 in the Official Public Records of El Paso County, Texas, as amended (the “**Master Covenant**”).

B. **30 WEST PERSHING, LLC**, a Missouri limited liability company (together with its successors and assigns, “**30 West**”), is the owner of that certain real property located in El Paso County, Texas, as more particularly described on Exhibit “A” attached hereto (the “**Topgolf Property**”). **30 West** has leased the Topgolf Property to Topgolf USA El Paso, LLC, a Delaware limited liability company (“**Topgolf**”), which intends to develop a golf-themed entertainment facility, substantially similar to the existing Topgolf facility located in Houston, Texas, and utilizing Topgolf technology or similar technology, including a driving range and related teaching facilities, both indoor and outdoor restaurant / café / bar / grill facilities serving alcoholic beverages, and meeting and banquet facilities also serving alcoholic beverages (the “**Topgolf Facility**”) on the Topgolf Property.

C. By Recording the Master Covenant, Declarant served notice that portions of the property described on Exhibit “A” to the Master Covenant may be made a part of the Development, upon the Recording of appropriate Notices of Annexation from time to time, and thereby become subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant. This Declaration shall be considered a Notice of Annexation pursuant to the Master Covenant.

D. *Section 12.05* of the Master Covenant permits Declarant to file Development Area Declarations applicable to specific Development Areas, which subject such Development Areas to covenants, conditions, and restrictions in addition to those set forth in the Master Covenant. Declarant intends for this Declaration to serve as one of the Development Area Declarations permitted under the Master Covenant and for the Topgolf Property to constitute one of the Development Areas contemplated by the Master Covenant.

NOW, THEREFORE, it is hereby declared that: (i) all of the Topgolf Property shall be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which shall run with the Topgolf Property and shall be binding upon all parties having right, title, or interest in or to the Topgolf Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; (ii) each contract or deed which may hereafter be executed with regard to the Topgolf Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; (iii) this Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant; and (iv) to the extent of any conflict between the terms and provisions of this Declaration and the Master Covenant, the terms and provisions of this Declaration will control.

ARTICLE I
NOTICE OF ANNEXATION

1.01 Applicability of Master Covenant. This Declaration is filed with respect to the Topgolf Property, and pursuant to the Master Covenant, the Topgolf Property is part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

1.02 Votes. Notwithstanding any provision to the contrary in the Master Covenant (including *Section 6.04* thereof), the number of votes allocated to the Topgolf Property is twenty-five (25) votes, and such number of votes shall not be amended or modified without the prior written consent of 30 West.

1.03 Defined Terms. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Master Covenant.

1.04 Interpretation. Notwithstanding anything to the contrary in the Master Covenant (including *Section 2.02* thereof), to the extent any provision in this Declaration conflicts with the terms and provisions of the Master Covenant, then (i) this Declaration shall be deemed to be an amendment to the Master Covenant (as it applies to 30 West, the Topgolf Property, and the ability to use the Parking Lot (defined below)) pursuant to *Section 13.03* of the Master Covenant, and (ii) the terms and provisions of this Declaration shall govern in all events.

ARTICLE II
PROVISIONS REGARDING THE TOPGOLF PROPERTY

2.01 Approval of Project Name. In accordance with *Section 2.01(d)* of the Master Covenant, the project name "Topgolf" is hereby approved to be used for purposes of identifying and marketing the Topgolf Property.

2.02 Use of the Topgolf Property. Notwithstanding anything to the contrary in the Master Covenant, Declarant hereby acknowledges and agrees that the Topgolf Property can be used for the development and operation of the Topgolf Facility, and that the development and operation of the Topgolf Facility does not violate any term of the Master Covenant (including *Section 3.06* thereof) and shall not, at any time, be deemed to be a noxious, offensive, or significantly annoying activity.

2.03 Signage. Notwithstanding any provision to the contrary in the Master Covenant (including *Section 3.07* thereof), and upon the installation of signage by EPT Montecillo I-10 Development, LLC, a Texas limited liability company ("**EPT Montecillo**") or an affiliate of EPT Montecillo in the places described below, 30 West (or Topgolf on behalf of 30 West) may, at 30 West's cost, have the option to install signage in the location of its choice on: (i) any tower pylon or billboard sign along I-10 owned by EPT Montecillo as of the date hereof or at any time hereafter; and (ii) any available monument or billboard sign along N. Mesa Street owned by Declarant or EPT Montecillo; and (iii) any right of way on which Declarant or EPT Montecillo has rights, as of the date hereof or at any time hereafter, to erect signage regarding or related to commercial areas in the Development. Approved signage to be installed by 30 West (or Topgolf on behalf of 30 West) is depicted on **Exhibit "B"** attached hereto, subject to Applicable Law.

2.04 Restoration Requirements. Notwithstanding any provision to the contrary in the Master Covenant (including *Section 7.02* thereof), in the event of any fire or casualty on the Topgolf Property, 30 West (or Topgolf on behalf of 30 West) shall, at its option and in its sole discretion, either: (i) unless otherwise approved by the Reviewer, promptly commence the process for obtaining any necessary permits and approvals for the repair, restoration, and/or replacement of any damaged or destroyed Improvements within 180 days after such damage or destruction and commence such repair, restoration, and/or replacement of such damaged or destroyed Improvements as soon as commercially reasonable thereafter and prosecute the same to completion; or (ii) notify Declarant within ninety (90) days of such damage or destruction that 30 West (or Topgolf on behalf of 30 West) does not intend to repair or replace the damaged Improvements and commence the removal of such damaged Improvements from the Topgolf Property as soon as commercially reasonable thereafter and prosecute the same to completion.

2.05 Topgolf Property Not Subject to Specific Use Restrictions. Declarant hereby acknowledges that the Topgolf Property is not subject to the specific use restrictions in *Sections 4.01* and *4.02* of the Master Covenant.

2.06 Transfer Fees. Notwithstanding any provision to the contrary in the Master Covenant, neither 30 West nor the Topgolf Property shall be subject to any transfer fees or resale certificate fees adopted by the Board pursuant to *Section 6.05(h)* of the Master Covenant.

2.07 Prohibited Uses on the Topgolf Property. Notwithstanding anything to the contrary contained in the Master Covenant, in no event shall any portion of the Topgolf Property be used as: (i) a multifamily project; or (ii) a sexually-oriented business, adult book store, adult motion picture theater, nude live entertainment club, or similar adult entertainment establishment, as such term is defined in Title 20 and other applicable sections of the El Paso Municipal Code.

2.08 Parking Lot. Pursuant to that certain Parking Lot Easement Agreement, recorded as Document No. _____ in the Official Public Records of El Paso County, Texas (the "**Parking Lot Easement**"), 30 West and Topgolf have the exclusive right to use the parking lot depicted on **Exhibit "C"** attached hereto (the "**Parking Lot**"), pursuant to the terms contained in the Parking Lot Easement.

ARTICLE III **GENERAL PROVISIONS**

3.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Topgolf Property, and will inure to the benefit of and be enforceable by the Association, 30 West, Topgolf, and Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2067, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Declarant and 30 West. Notwithstanding any provision in this *Section 3.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

3.02 Amendment; Termination. This Declaration may only be amended or terminated by recording, in the Official Public Records of El Paso County, Texas, an instrument executed and acknowledged by Declarant and 30 West. This Declaration shall terminate automatically, unless otherwise extended by Declarant, when (i) the Topgolf Facility is no longer operating on the Topgolf Property for a continuous period of fifteen (15) months (provided, however, that for purposes of this Declaration, the Topgolf Facility shall not be deemed to have ceased operating on the Topgolf Property during any period in which the Topgolf Facility may be temporarily closed due to casualty, condemnation, repairs, renovations, modifications, force majeure, or similar events beyond the reasonable control of 30 West or Topgolf, provided that 30 West or Topgolf intends to reopen and operate the Topgolf Facility as soon as reasonably possible), and (ii) either of the following events occurs (a) an **“Approved Entertainment Facility”** (as defined below) does not open for operation on the Topgolf Property within twelve (12) months after the date on which the Topgolf Facility ceases operating on the Topgolf Property as determined under clause (i) above, or (b) the Approved Entertainment Facility (which does open for operation on the Topgolf Property within such twelve-month period) ceases to operate on the Topgolf Property for a continuous period of fifteen (15) months (provided, however, that for purposes of this Declaration, such Approved Entertainment Facility shall not be deemed to have ceased operating on the Topgolf Property during any period in which such Approved Entertainment Facility may be temporarily closed due to casualty, condemnation, repairs, renovations, modifications, force majeure, or similar events beyond the reasonable control of 30 West, provided that 30 West intends to reopen and operate such Approved Entertainment Facility as soon as reasonably possible). For purposes of this Declaration, an Approved Entertainment Facility is a nationally recognized large-scale entertainment facility that, as determined by Declarant in its reasonable discretion: (i) provides at least the same level and quality of service as the Topgolf Facility; (ii) requires approximately the same or more square footage of Improvements as the Topgolf Facility; (iii) utilizes approximately the same amount of parking as the Topgolf Facility; (iv) complies with design standards to be adopted by Declarant; and (v) is subject to exclusives that have been granted by Declarant within the Montecillo Development. **Notwithstanding the foregoing, in the event that this Declaration terminates automatically pursuant to this Section 3.02: (i) the Topgolf Property shall remain a part of the Development and be fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant; and (ii) the votes and Assessment Units allocated to the Topgolf Property shall be based on use of the Topgolf Property and in accordance with the allocations set forth in the Master Covenant, unless otherwise approved by Declarant.**

3.03 Notices. Any notice to any owner of the Topgolf Property shall be in writing and may be delivered either personally or by mail at the intended recipient’s last known mailing address, or as otherwise provided in the Master Covenant. Any notice permitted or required to be given by this Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

3.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Topgolf Property; provided, however, that the provisions of this Declaration shall not be held to impose any restriction, condition or covenant whatsoever on any land other than the Topgolf Property.

3.05 Governing Law. This Declaration and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Declaration is performable in El Paso County, Texas.

3.06 Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of the Topgolf Facility on the Topgolf Property.

3.07 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

3.08 Assignment of Declarant's Rights. Unless 30 West consents in writing, Declarant shall not assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and shall not permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder. Notwithstanding the foregoing, Declarant shall be permitted to assign its privileges, exemptions, rights, and duties under this Declaration to an affiliate or the Association without 30 West's consent so long as such affiliate or the Association, as applicable, agrees to be bound by and to comply with, and to assume any and all responsibilities and obligations of Declarant under, this Declaration.

3.09 Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

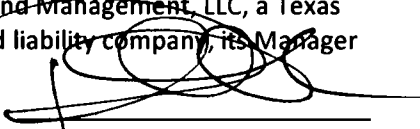
EXECUTED to be effective the 23 day of June, 2017.

DECLARANT:

EPT MESA DEVELOPMENT, LP, a Delaware limited partnership

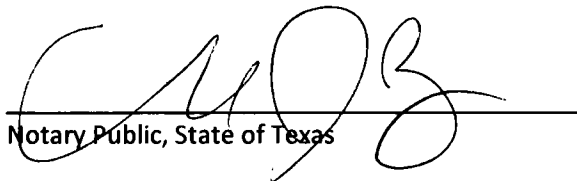
By: EPT Mesa Development Management, LLC, a Delaware limited liability company, its General Partner

By: ~~EPT Land Management, LLC, a Texas limited liability company, its Manager~~

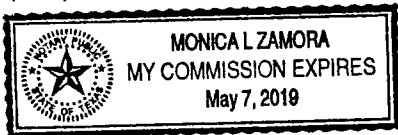
By: 
Richard Aguilar, Manager

THE STATE OF TEXAS §
 §
COUNTY OF EPT §

This instrument was acknowledged before me on this 23rd day of June, 2017, by Richard Aguilar, the Manager of EPT Land Management, LLC, a Texas limited liability company, Manager of EPT Mesa Development Management, LLC, a Delaware limited liability company, the General Partner of EPT Mesa Development, LP, a Delaware limited partnership, on behalf of said limited liability companies and limited partnership.



Notary Public, State of Texas

(seal)



ACCEPTED, ACKNOWLEDGED AND AGREED TO BY 30 WEST:

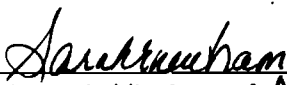
30 WEST PERSHING, LLC, a Missouri limited liability company

By: 
Printed Name: Morgan G Earnest II
Title: Vice President

THE STATE OF Missouri §
§
COUNTY OF JACKSON §

This instrument was acknowledged before me on this 22ND day of June, 2017, by Morgan G. Earnest, II, Vice President of 30 West Pershing, LLC, a Missouri limited liability company, on behalf of said limited liability company.

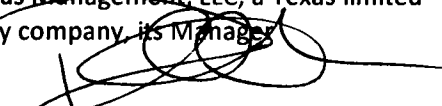
(seal)
SARAH E. NEWHAM
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: 6/14/2021
Commission # 13728582


Notary Public, State of Missouri

**ACCEPTED, ACKNOWLEDGED AND AGREED TO BY EPT
MONTECILLO:**

**EPT MONTECILLO I-10 DEVELOPMENT, LLC, a Texas limited
liability company**

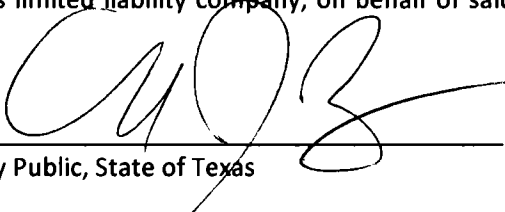
By: ~~123 Plus Management, LLC, a Texas limited
liability company, its Manager~~

By: 
Richard Aguilar, Manager

THE STATE OF TEXAS §
 §
COUNTY OF El Paso §

This instrument was acknowledged before me on this 23rd day of June, 2017, by Richard Aguilar, the Manager of 123 Plus Management, LLC, a Texas limited liability company, Manager of EPT Montecillo I-10 Development, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal) 



Notary Public, State of Texas

EXHIBIT "A"

TOPGOLF PROPERTY

A 8.7816 acre parcel situate south of the City of El Paso, El Paso County, Texas as a portion of Tracts 6 and 7, I.F. Harrison Survey No. 54 and a portion of Tract 3A, John Barker Survey No. 10 and being more particularly described by metes and bounds as follows:

COMMENCING at a one inch pipe in concrete found for the northwest corner of Tract 3A, John Barker Survey No. 10 and the east boundary line of Tract 7, I.F. Harrison Survey No. 54, WHENCE, a 1/2 inch rebar with survey cap No. "TX 5152" found for the northeast corner of Lot 3, Block 2, Montecillo Unit Three, Replat "B", recorded in file No. 20120094929, plat records of El Paso County bears South 89°10'00" East, a distance of 2,563.27 feet; THENCE, following the boundary line common to said Tracts 3A and 7, South 00°50'38" West, a distance of 225.25 feet to the POINT OF BEGINNING of the parcel herein described;

THENCE, leaving the boundary line common to said Tracts 3A and 7, North 72°01'31" East, a distance of 8.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the most northerly corner of the parcel herein described;

THENCE, South 53°11'14" East, a distance of 199.39 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 01°36'01" West, a distance of 76.30 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 30°11'34" West, a distance of 321.36 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 27°02'31" West, at a distance of 23.81 feet pass the boundary line common to said Tracts 3A and 6 and continuing on for a total distance of 324.05 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 63°06'23" West, a distance of 10.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 36°19'35" West, a distance of 56.91 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 53°28'37" East, a distance of 59.99 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described; WHENCE, a city monument found at the centerline intersection of Montecillo Boulevard (110 feet wide) and Castellano Drive (64 feet wide) bears, South 76°40'03" East, a distance of 2,898.50 feet;

THENCE, South 36°19'35" West, a distance of 207.82 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of curvature;

THENCE, following the arc of a curve to the right having a radius of 10.00 feet, a central angle of $90^{\circ}00'05''$, an arc length of 15.71 feet and whose long chord bears South $81^{\circ}19'38''$ West, a distance of 14.14 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of tangency;

THENCE, North $53^{\circ}40'20''$ West, a distance of 70.37 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of curvature;

THENCE, following the arc of a curve to the right having a radius of 40.00 feet, a central angle of $15^{\circ}00'00''$, an arc length of 10.47 feet and whose long chord bears North $46^{\circ}10'20''$ West, a distance of 10.44 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of tangency;

THENCE, North $38^{\circ}40'20''$ West, a distance of 15.05 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North $36^{\circ}19'40''$ East, a distance of 30.74 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North $53^{\circ}40'20''$ West, a distance of 159.33 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the beginning of a non-tangent curve to the left;

THENCE, following the arc of said non-tangent curve to the left having a radius of 510.29 feet, a central angle of $20^{\circ}23'27''$, an arc length of 181.61 feet and whose long chord bears North $63^{\circ}52'49''$ West, a distance of 180.65 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the end of said curve;

THENCE, North $73^{\circ}22'05''$ West, a distance of 7.59 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the most westerly corner of the parcel herein described, WHENCE, a TXDOT Brass Cap found along the northeasterly right-of-way line of U.S. Interstate Highway No. 10 bears South $73^{\circ}48'43''$ West, a distance of 663.17 feet;

THENCE, North $16^{\circ}37'55''$ East, a distance of 163.58 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the beginning of a non-tangent curve to the right;

THENCE, following the arc said non-tangent curve to the right having a radius of 308.37 feet, a central angle of $24^{\circ}54'46''$, an arc length of 134.08 feet and whose long chord bears North $29^{\circ}56'58''$ East, a distance of 133.03 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the end of said curve;

THENCE, North $43^{\circ}35'22''$ East, a distance of 578.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the beginning of a non-tangent curve to the right;

THENCE, following the arc of said non-tangent curve to the right having a radius of 270.00 feet, a central angle of $07^{\circ}48'39''$, an arc length of 36.81 feet and whose long chord bears North $47^{\circ}17'44''$ East, a distance of 36.78 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North $72^{\circ}01'31''$ East, a distance of 94.34 feet to the POINT OF BEGINNING;

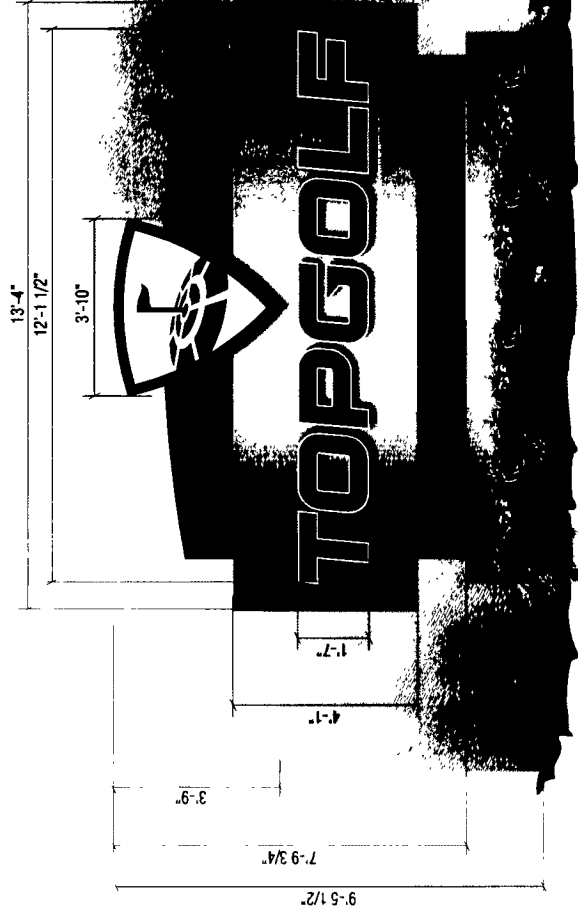
Said parcel containing 8.7816 acres (382,526.2 square feet), more or less, and being subject to all easements of record.

EXHIBIT "B"
APPROVED SIGNAGE
[SEE ATTACHED]



D/F Monument Sign (Plan)

Scale 3/8" = 1'-0"



D/F Monument Sign (Elevation)

Scale 3/8" = 1'-0"

LOGO SHIELD 14.37 SQ. FT.
SILVER BACKGROUND 54.49 SQ. FT.
TOTAL SQUARE FOOTAGE
68.86 (ONE SIDE)



D/F Monument Sign (Side)

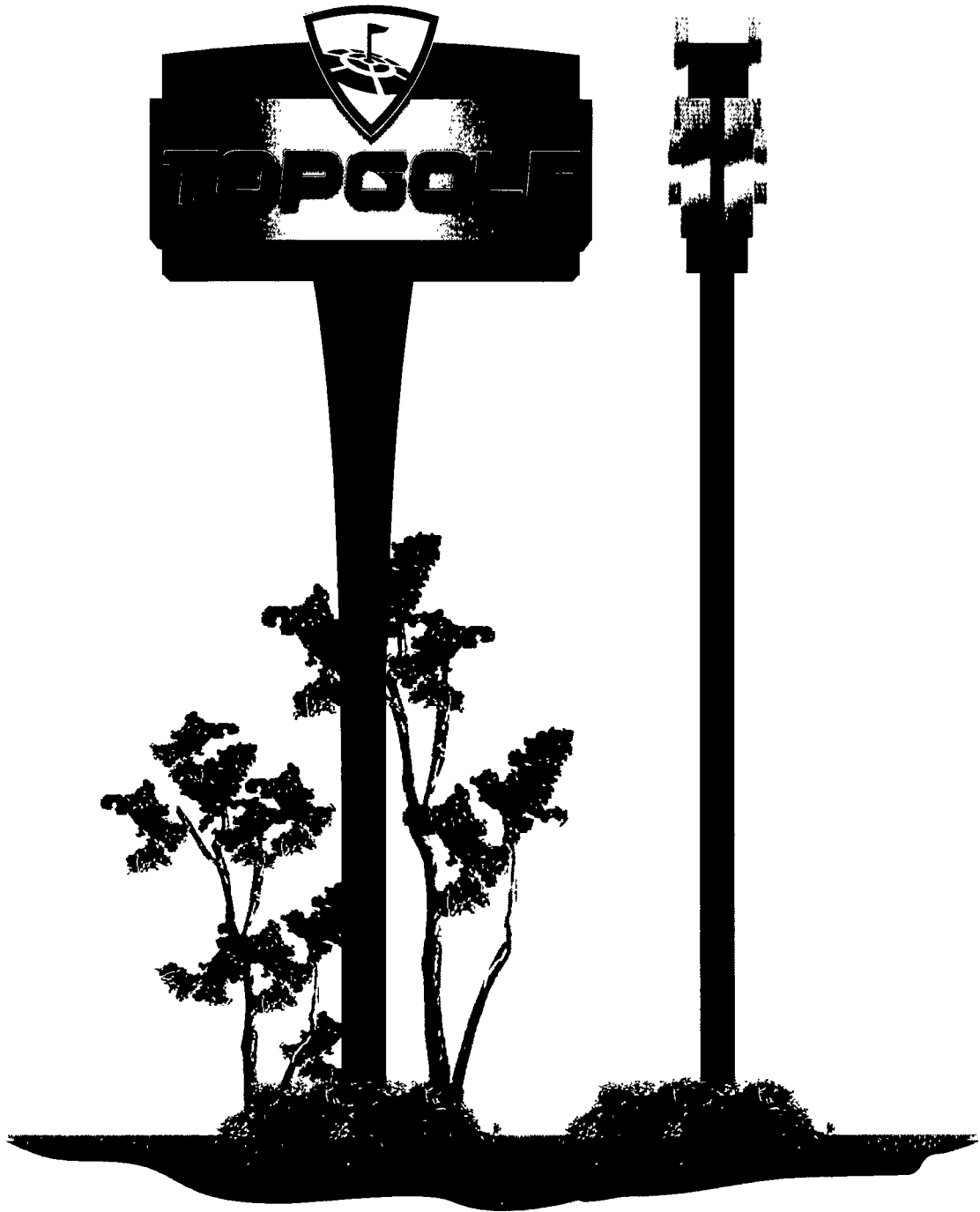
Scale 3/8" = 1'-0"

SHEET	6	REVISION	2		TOP GOLF 10690 Palm River Road Tampa, FL 33619	2 14 14	CIMANETWORK <small>Computer Network of America</small>

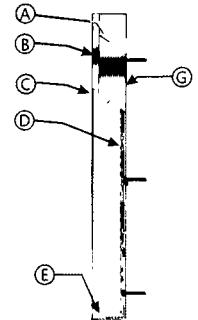
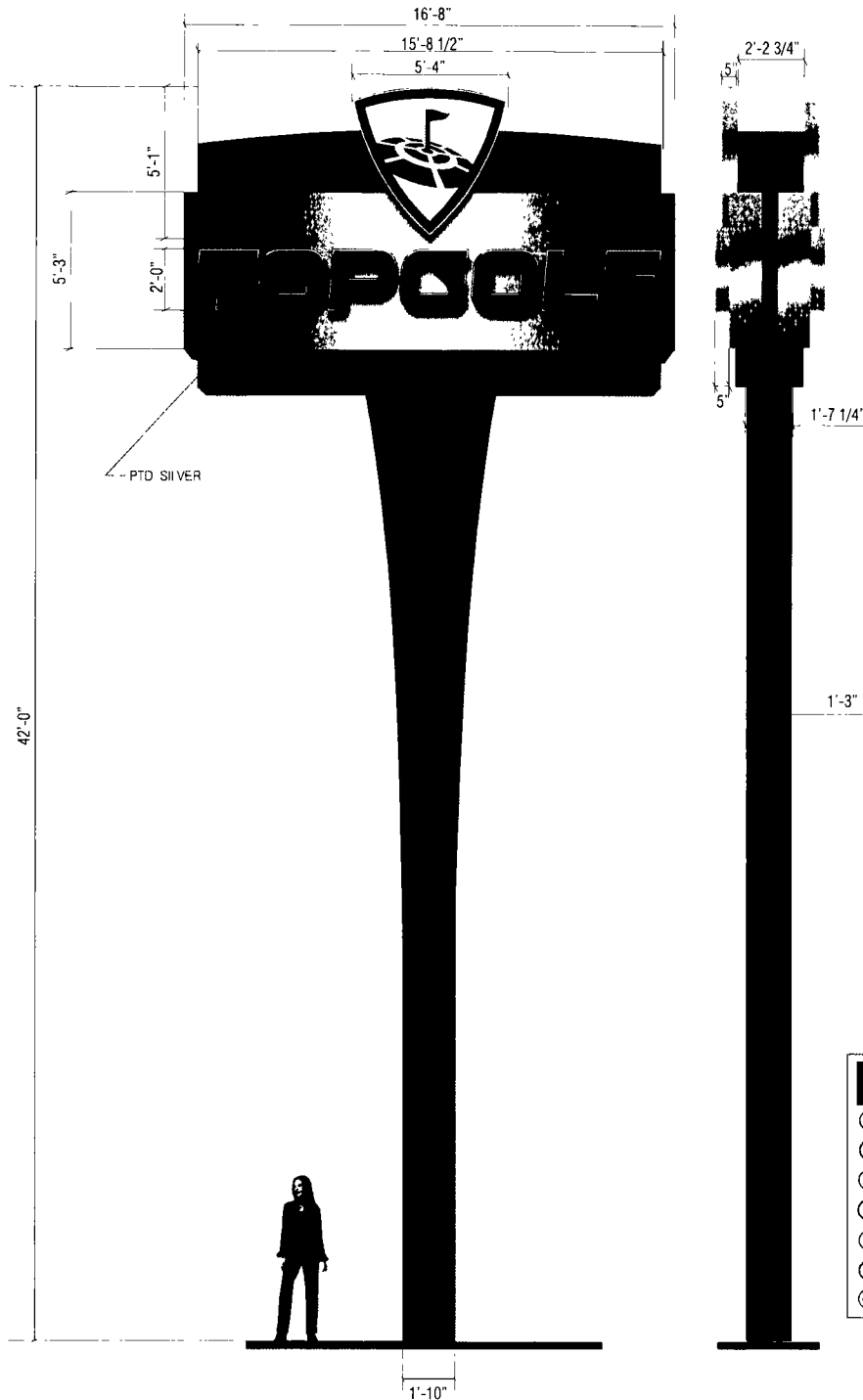


505.89"

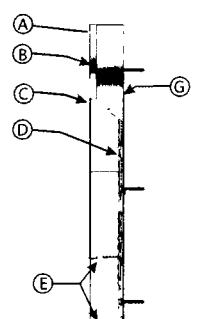
D/F FREE-STANDING PYLON



D/F FREE-STANDING PYLON



1b Logo Detail
N.T.S.

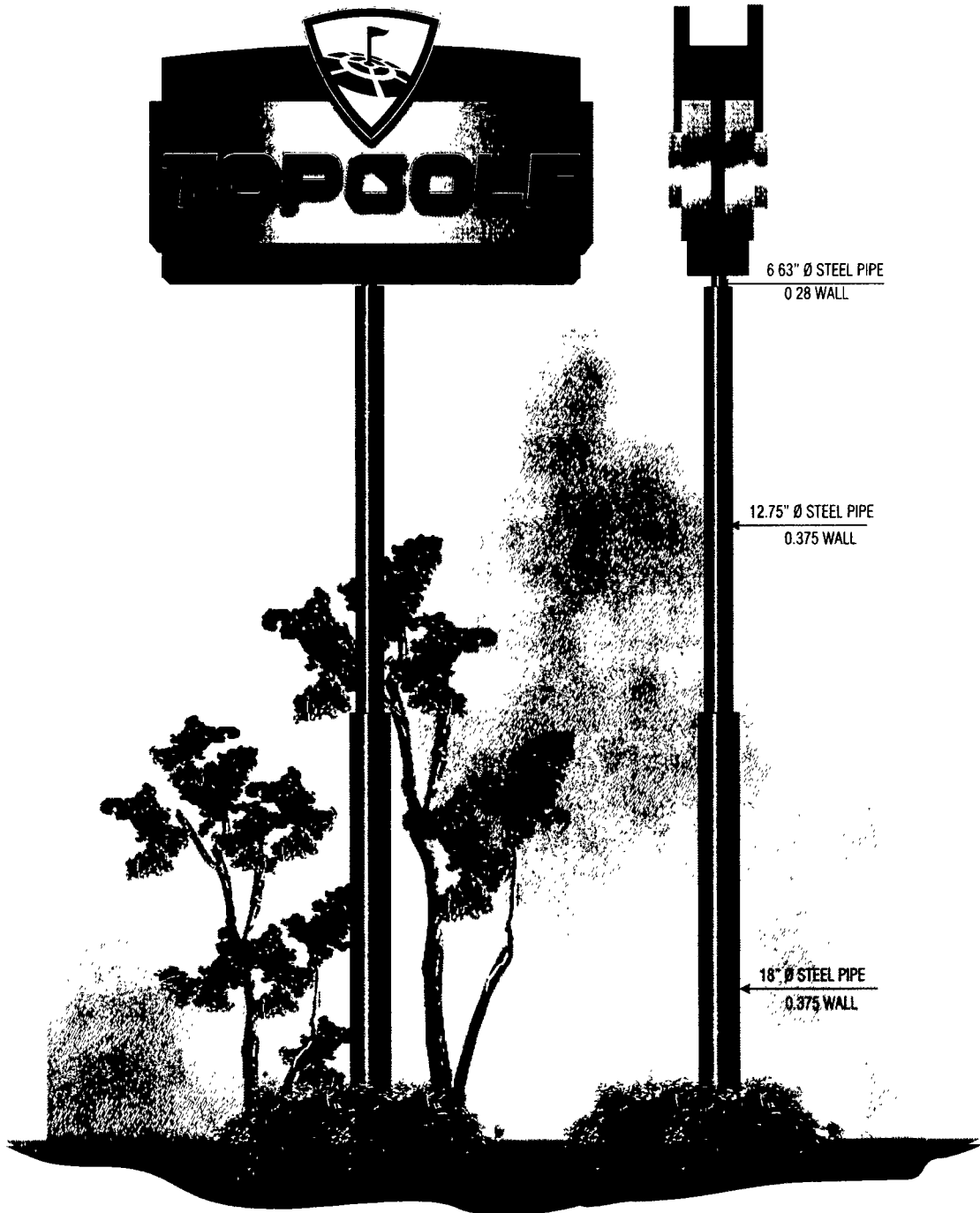


1c Channel Letter Detail
N.T.S.

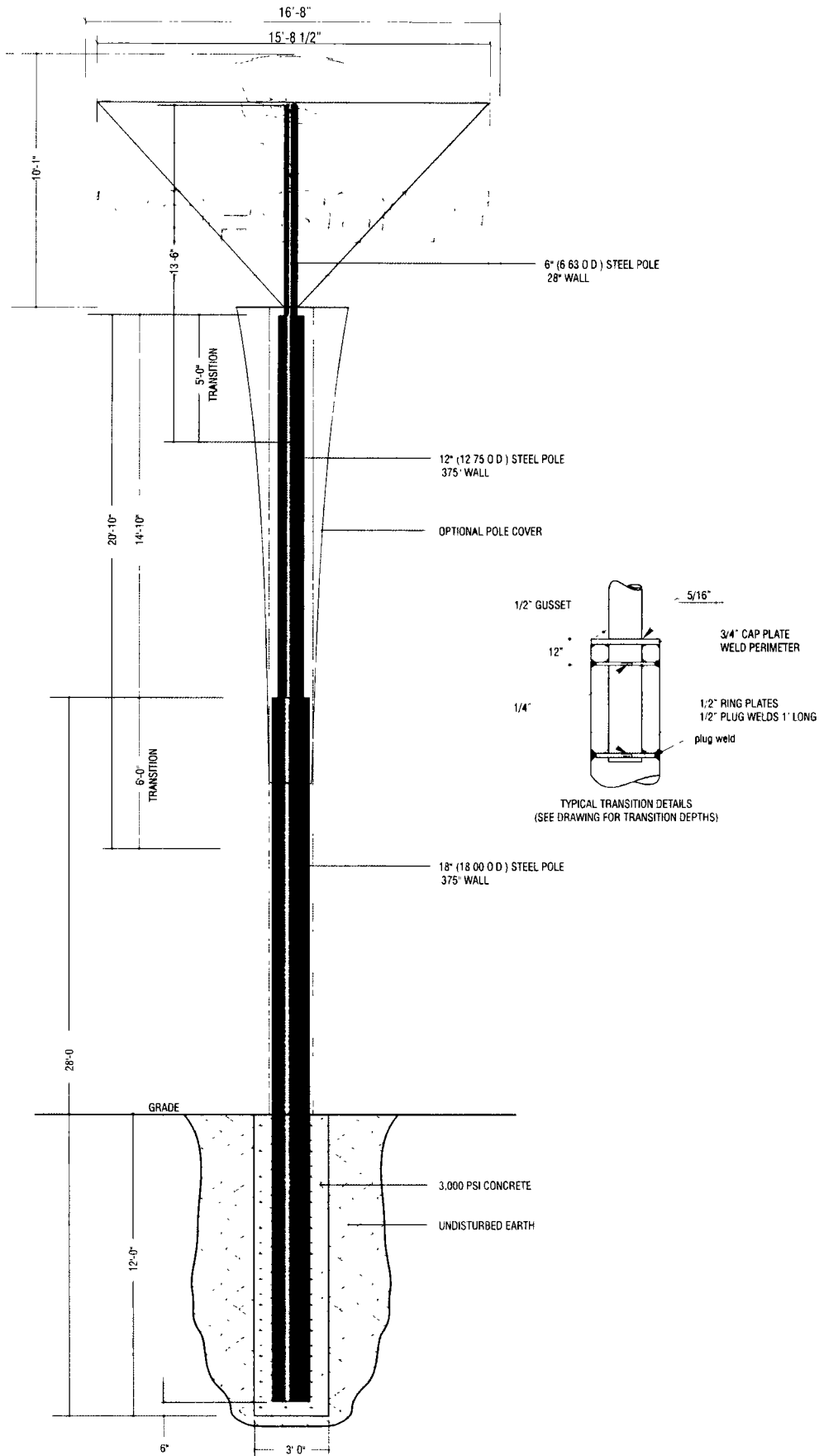
INTERNALLY ILLUMINATED CHANNEL LETTERS AND LOGO	
(A)	RETURNS 6" 663 3003 H 1 4 ALUM RETURNS PTD SILVER
(B)	2" SILVER JEWELITE TRIM CAPS
(C)	3/16" 7328 POLYCARBONATE FACE W/ ARLON 2114 TRANS BLUE VINYL SKIN w/ 1" WHITE OUTLINE
(D)	WHITE LEDS
(E)	INTERNAL 1-1/2" x 1-1/2" ANGLE SUPPORT
(F)	DRAIN HOLES
(G)	125 WHITE ALUMIUM BACKS PAINTED SILVER

(1a) D/F FREESTANDING PYLONI - (ELEVATION & SIDE)

TELESCOPIC POLE INSTALLATION

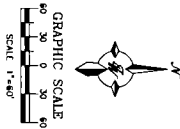
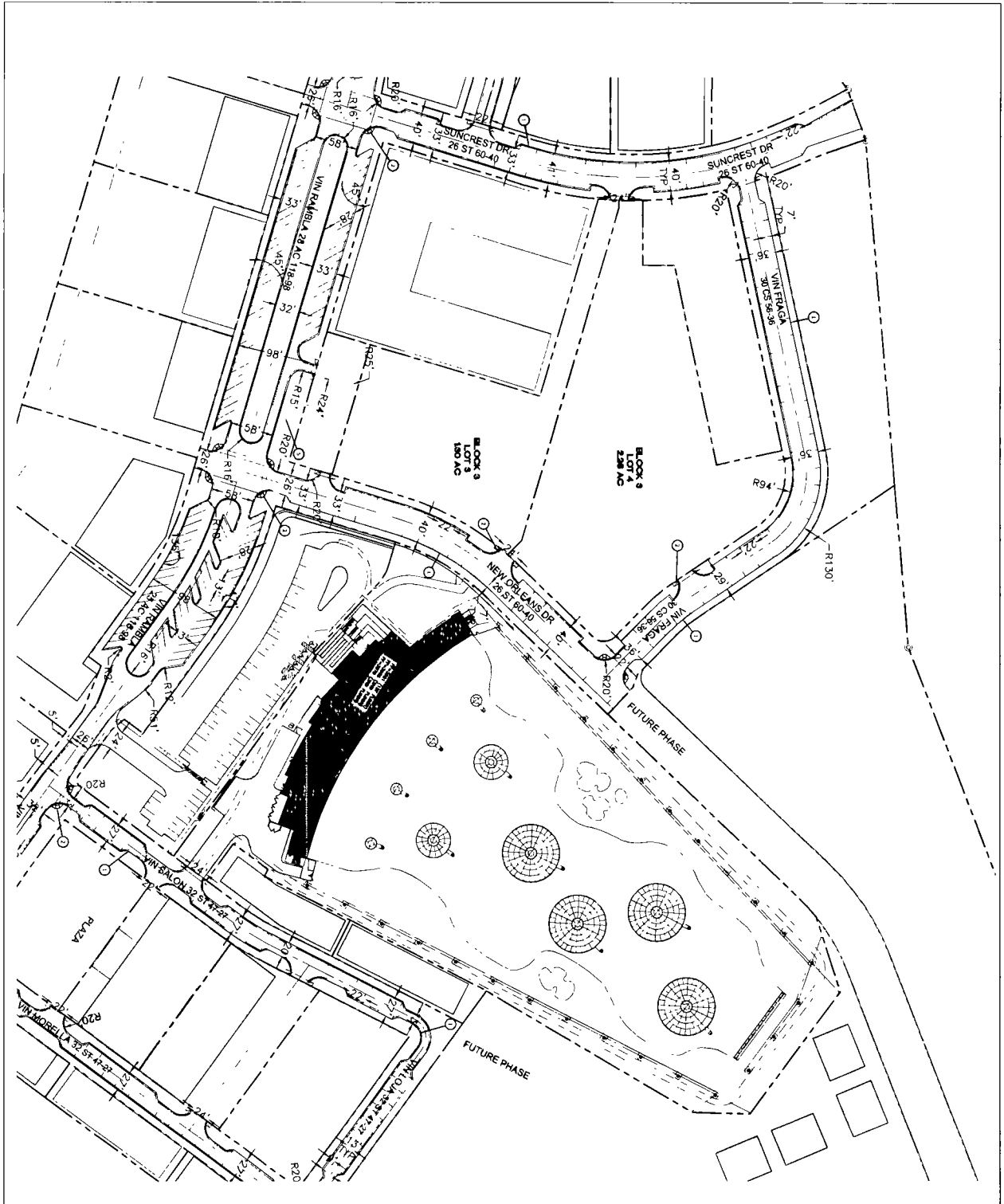


D/F FREE-STANDING PYLON



SHEET	REVISION
5	5

EXHIBIT "C"
PARKING LOT DEPICTION



- LEGEND**
- CURB & GUTTER
 - BOUNDARY LINE
 - EASEMENT
 - CENTERLINE
 - NORTH-OF-WAY
 - BUILDING
 - SIDEWALK
 - RETAINING WALL
 - CONTROL MAISON
 - SPOT ELEVATION
 - FLOW ARROW
 - EXISTING CURB & GUTTER
 - EXISTING BOUNDARY LINE
 - EXISTING CONTROL MAISON
 - EXISTING SPOT ELEVATION
- SITE LEGEND**
- ① CURB & GUTTER (SEE DETAIL SHEET 107)
 - ② MAINTENANCE ROAD (SEE DETAIL SHEET 107)
 - ③ 5 FT SIDEWALK (SEE DETAIL SHEET 107)
 - ④ 8 FT SIDEWALK (SEE DETAIL SHEET 107)
 - ⑤ 8 FT SIDEWALK (SEE DETAIL SHEET 107)
 - ⑥ 8 FT SIDEWALK (SEE DETAIL SHEET 107)
 - ⑦ 8 FT SIDEWALK (SEE DETAIL SHEET 107)
 - ⑧ 8 FT SIDEWALK (SEE DETAIL SHEET 107)
- ALL DIMENSIONS AND BEARINGS TO BE MADE BY FIELDWORK.

DESIGNED BY	RS	ISSUED FOR PRELIMINARY DESIGN REVIEW	RS
DRAWN BY	BF	DATE	3/15/2017
DRAWING NAME	2016038_OVERALL SITE PLAN		
CHECKED BY	RS	DATE	3/15/2017

77555 DESIGN LLC
 5571 MIDWAY PARK PLACE NE
 ALBUQUERQUE, NM 87109
 (505) 858-3100
 www.terraviva.com
 TEXAS BUSINESS NO
 P-11773

MONTECILLO UNIT 11
EL PASO, TEXAS
 BEING A REPEAT OF A PORTION OF LOT 8 & 7, BLOCK 2, MONTECILLO UNIT THREE, REPEAT "B" IS A PORTION OF TRACTS 8 & 5A, JOHN BARBER SURVEY, NO. 10 & ALL OF TRACT 6 & A PORTION OF TRACT 7, 1-F, HARRISON SURVEY, NO. 24, CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING 57.0781 ACRES

BENCHMARK
 PROJECT BENCHMARK
 CITY MONUMENT
 MONTECILLO BLVD. AND
 VIN LA ROSA DR
 CITY OF EL PASO
 VERTICAL DATUM
 ELEVATION: 3875.71

SHEET 1 OF 1

LEGEND

- PROJECT BOUNDARY
- TRACT/RIGHT-OF-WAY LINE
- PROPOSED LOT LINE
- SURVEY LINE
- SET 1/2" REBAR W/ SURVEY CAP NO. TX 6223
- FOUND 1" PIPE IN CONC. MARKED 'NW 10'

P.O.C. FOUND 1" PIPE IN CONCRETE MARKED 'NW 10'

FOUND 1/2" REBAR W/ SURVEY CAP NO. TX 5152 FOR THE NE CORNER OF LOT 3, BLOCK 2, MONTECILLO UNIT THREE REPLAT B

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S45°03'37"E	59.41
L2	S16°37'55"W	104.52
L3	N90°00'00"E	54.52
L4	N00°00'00"E	42.15
L5	N12°10'43"W	88.79
L6	N77°40'31"E	11.36

TRACT 7
EPT MONTECILLO
DEVELOPMENT WEST, LP.
DOC. NO. 20070116046,
E.P.C.D.R.

I.F. HARRISON SURVEY NO. 54
"FUTURE"
VIN FRAGA LN.
(68' R.O.W.)

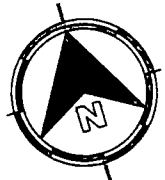
I.F. HARRISON SURVEY NO. 54

EPT MONTECILLO
DEVELOPMENT WEST, LP.,
PORTION OF TRACTS 6 & 7
155,730.7 Sq. Ft.
3.5751 Acres

TRACT 6
EPT MONTECILLO
DEVELOPMENT WEST, LP.
DOC. NO. 20070116046,
E.P.C.D.R.

NEW ORLEANS DR.
"FUTURE"
(60' R.O.W.)

PORTION OF TRACT 7
EPT MONTECILLO
DEVELOPMENT WEST, LP.
DOC. NO. 20070116046,
E.P.C.D.R.



"FUTURE" MONTECILLO
UNIT ELEVEN

NOTE

1. BASIS OF BEARING IS MONTECILLO UNIT THREE REPLAT 'B' FILED AS DOCUMENT NO. 20120084929 IN THE PLAT RECORDS OF EL PASO COUNTY
2. THIS SURVEY OF SUBJECT PARCELS DOES NOT REPRESENT A LEGAL SUBDIVISION IN THE CITY OF EL PASO. OWNER MUST SUBMIT A SUBDIVISION APPLICATION TO THE CITY OF EL PASO THAT MEETS THE REQUIREMENTS LISTED ON THE SUBDIVISION REGULATIONS, TITLE 19 FOR THE CITY OF EL PASO AND MUST BE APPROVED AND FILED IN THE PLAT RECORDS OF EL PASO COUNTY, TEXAS

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON ALVARADO, TX. R.F.L.S. NO. 6223

03/15/2017

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	228.06	111°27'23"	45.60	S39°19'56"E	45.52
C2	20.00	80°30'59"	30.94	S00°44'00"E	27.95
C3	368.37	25°05'12"	161.29	S29°57'47"W	160.00
C4	530.00	6°19'56"	58.57	N01°48'48"E	58.54
C5	84.00	68°43'26"	100.75	S67°57'46"E	94.52



BOUNDARY SURVEY

DRAWN BY: J.M. CHECKED BY: A.A. DATE: 03-15-2017 SCALE: 1" = 100'

A PORTION OF TRACTS 6 & 7,
I.F. HARRISON SURVEY NO. 54,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

BROCK & BUSTILLOS INC.

CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TPPE REG. NO. F-737
TPELS REG. NO. 101314-00

417 EXECUTIVE CENTER-EL PASO, TX 79902-PH (915) 542-4900
FAX (915) 542-2667-WWW.BROCKBUSTILLOS.COM

FILE NO: 07004-014B

Mar. 15, 2017 - 4:02pm
U:\07004-014B-MONTECILLO UNIT 11 PLAT\07004-014B-C3D02004-014B-MONTECILLO UNIT 11 TOP GOLF PARKING LOT.dwg

Doc# 20170046071
#Pages 21 #ofPages 1
6/26/2017 1:08:57 PM
Filed & Recorded in
Official Records of
El Paso County
Dalia Briones
County Clerk
Fees \$106.00

111111

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.



Dalia Briones

EL PASO COUNTY, TEXAS