

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Amendment to the Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

Lot 2, Block 15, El Paso International Airport Tract Unit 11, filed for record in Volume 71, Page 29, Plat Records of El Paso County, Texas.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

**AMENDMENT TO UNDERGROUND
ELECTRICAL AND TRANSFORMER
PAD EASEMENT**

STATE OF TEXAS)
)
COUNTY OF EL PASO)

THIS AMENDMENT TO UNDERGROUND ELECTRICAL AND TRANSFORMER PAD EASEMENT (“this Amendment”) is made as of _____, 2025 (the “Effective Date”) by and between the CITY OF EL PASO, TEXAS (the “Grantor”) and EL PASO ELECTRIC COMPANY (the “Grantee”). For and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. This Amendment amends that certain Underground Electrical and Transformer Pad Easement instrument filed with the El Paso City Clerk on June 13, 2022 and signed June 22, 2022 by the Grantor (the “Original Easement”), which Original Easement was not recorded in the Real Property Records of El Paso, El Paso County, Texas. A copy of the Original Easement amended by this Amendment is attached to this Amendment as Exhibit “1.”

2. The reference to “Lot 2, Block 21” on page 1 of the Original Easement is hereby amended to read “Lot 2, Block 15”.

3. The exhibits to the Original Easement which describe the metes and bounds of the easement property together with a sketch of the easement property made in conjunction with such metes and bounds survey are hereby amended to be wholly replaced by Exhibits “A” and “B” to this Amendment, attached hereto and incorporated herein.

4. Immediately after the following sentence on page 1 in the Original Easement: “This easement shall be for the term of Grantee’s franchise and any extension and renewal thereof by the Grantor.” the following sentence is hereby incorporated:

Notwithstanding any contrary term in this easement, (i) the term of this easement is limited to the maximum term allowed by applicable laws, rules, and regulations, and this easement is subordinate to (i) the Grantor’s federal obligations under applicable laws, rules, and regulations, including those promulgated by the Federal Aviation Administration, and (ii) the rights of the United States of America and the obligations of Grantor pursuant to any document or instrument of conveyance from the United States of America to Grantor, but only to the extent such document or instrument is in effect and applies to the easement premises.

5. The addendum to the Original Easement described in the Original Easement as “EPIA Addendum to EPEC Easement – FAA” is hereby amended to read as follows:

Pursuant to Federal Aviation Administration Order 1400.11A, effective September 30, 2022, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Grantee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Grantee transfers its obligation to another, the transferee is obligated in the same manner as Grantee.
2. The above provision obligates Grantee for the period during which the property is owned, used or possessed by Grantor and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Easement, Grantee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Easement.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Grantor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Grantor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Grantor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Grantor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Grantor to enter into any litigation to protect the interests of Grantor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27

(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).
- D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.
1. Grantee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Easement for a purpose for which a Federal

Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above Nondiscrimination covenants, Grantor will have the right to terminate the Easement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Easement had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Grantee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
 2. With respect to the Easement, in the event of breach of any of the above Nondiscrimination covenants, Grantor will have the right to terminate the Easement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Easement had never been made or issued.
- F. Subcontracts. Grantee agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Grantee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).

6. The Original Easement, as amended by this Amendment, is subordinate to all matters (whether recorded or not) to the extent such matters are still in effect and apply to the easement premises through the date this Amendment is properly recorded in the Real Property Records of El Paso, El Paso County, Texas.

7. Except as expressly amended by this Amendment, the Original Easement remains in full force and effect according to the terms thereof.

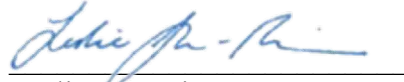
8. By signing this Amendment, Grantee acknowledges and agrees that, as of the Effective Date, Grantee is obligated and bound by the terms of the Original Easement, as amended by this Amendment, and, promptly after this Amendment is signed and acknowledged by Grantor, shall: (a) properly sign and acknowledge this Amendment, (b) record the fully-signed and acknowledged Amendment in the Real Property Records of El Paso, El Paso County, Texas, and (c) promptly thereafter provide recorded copy of this Amendment to the Grantor.

EFFECTIVE as of the Effective Date, _____, but not until this instrument is properly signed and acknowledged by Grantor and Grantee and properly recorded in the Real Property Records of El Paso, El Paso County, Texas.

GRANTOR:
THE CITY OF EL PASO, TEXAS

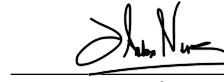
Dionne Mack
City Manager

APPROVED AS TO FORM:



Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me the _____ day of _____, 2025, by Dionne Mack, the City Manager of the City of El Paso, Texas.

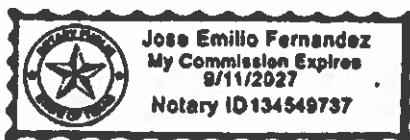
Notary Public in and for
the State of Texas

GRANTEE:
EL PASO ELECTRIC COMPANY

By: [Signature]
Name: Aurea D. Garcia
Title: Supervisor - Land Management

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me the 30 day of May, 2025, by Aurea D. Garcia, the Supervisor - LM of the El Paso Electric Company.



[Signature]
Notary Public in and for
the State of Texas

EXHIBIT "1" TO AMENDMENT
ORIGINAL EASEMENT

CITY CLERK DEPT
2022 JUN 13 AM 7:37

THE STATE OF TEXAS
COUNTY OF EL PASO

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§

**UNDERGROUND ELECTRICAL AND
TRANSFORMER PAD EASEMENT**

For and in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

**A portion of LOT 2, BLOCK 21, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 11, EL PASO
COUNTY, TEXAS**

The easement is as depicted in Exhibit "A" and Exhibit "B"

With the right to trim any trees and flora around said electrical facilities so as to keep the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such

EPE Underground Electrical Easement DT060263

INITIALS: 

EXHIBIT "1" TO AMENDMENT (CONT'D)
ORIGINAL EASEMENT

easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

CITY CLERK DEPT
2022 JUN 13 AM 7:37

EXHIBIT "1" TO AMENDMENT (CONT'D)
ORIGINAL EASEMENT

CITY CLERK DEPT
2022 JUN 13 AM 7:37

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO


Tomás González
City Manager

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


Samuel Rodríguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on the 22nd day of June, 2022 by Tracy Jerome
for Tommy Gonzalez as City Manager of the City of El Paso.





Notary Public in and for
the State of Texas

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

GRANTEE:

EL PASO ELECTRIC COMPANY

By: _____

Printed Name: Aurea D. Garcia

Title: Supervisor - Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2022
by Aurea D. Garcia as Supervisor - Land Management of El Paso Electric Company, on behalf
of the El Paso Electric Company, a Texas corporation.

Notary Public in and for
the State of Texas

EPE Underground Electrical Easement DT060263

INITIALS: 

3

EXHIBIT "1" TO AMENDMENT (CONT'D)
ORIGINAL EASEMENT

CITY CLERK DEPT
2022 JUN 13 AM 7:38

EPIA Addendum to EPEC Easement - FAA

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises comprising the easement are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix C of Appendix 4]

2. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix D of Appendix 4]

EXHIBIT “1” TO AMENDMENT (CONT’D)
ORIGINAL EASEMENT

CITY CLERK DEPT
2022 JUN 13 AM7:38

3. A. During the term of this easement, Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms —programs or activities— to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "1" TO AMENDMENT (CONT'D)
ORIGINAL EASEMENT

B. In the event of breach of any of the covenants in this section 3, Grantor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]

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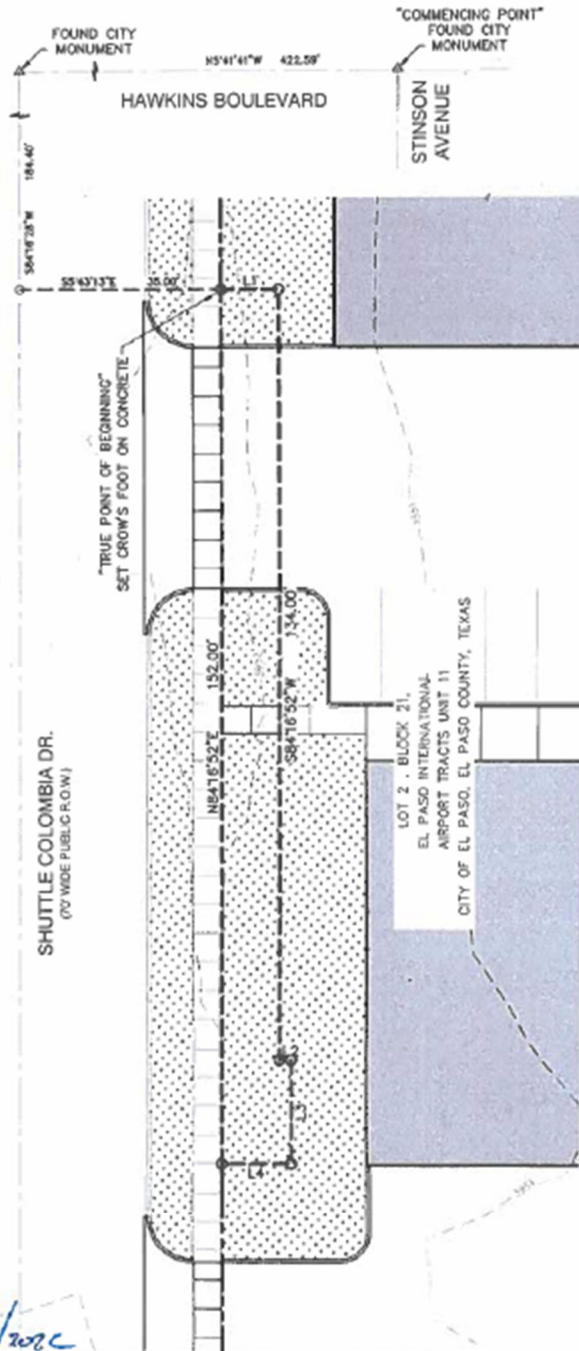
EXHIBIT "1" TO AMENDMENT (CONT'D)
ORIGINAL EASEMENT

CITY CLERK DEPT
 2022 JUN 13 PM 7:38



LINE TABLE		
LINE	BEARING	LENGTH
L1	S5°43'08"E	10.00'
L2	S5°43'08"E	2.00'
L3	S84°16'52"W	18.00'
L4	N5°43'08"W	12.00'

○ DENOTES SET 1/2" REBAR WITH
 YELLOW CAP STAMPED TX RPLS 5572



05/24/2022

FILING INFORMATION

DATE: MAY 23, 2022
 FILED: JLS
 OFFICE: JLS
 R/O: 150871-8
 FILE: 150871-8
 SCALE: 1" = 20'

CERTIFICATION

[Signature]
 CHARLES HENRY OUBREZ, P.L.S.

EPECO EASEMENT

A PORTION OF LOT 2, BLOCK 21,
 EL PASO INTERNATIONAL
 AIRPORT TRACTS UNIT 11
 CITY OF EL PASO, EL PASO COUNTY, TEXAS
 CONTAINING BY ALL 1,500.00 SQ.FT. OR
 0.0357 ACRES OF LAND MORE OR LESS

PREPARED FOR:

H₂Terra
 ENGINEERING. SURVEYING. SOLUTIONS.

TYPE FIRM NO. F-2003 TERLS FIRM NO. 10060700
 2020 E. MILLS AVENUE EL PASO, TX 79901
 (915) 533-1418 FAX: (915) 533-4972

EXHIBIT "1" TO AMENDMENT (CONT'D)
ORIGINAL EASEMENT

Prepared For: Schatzman Construction
Date: 5-23-2022
Being a Portion of Lot 2, Block 21,
El Paso International Airport Tracts Unit 11
City of El Paso, El Paso County, Texas
W.O. # 102821-8

CITY CLERK DEPT
2022 JUN 13 AM 7:38

METES AND BOUNDS DESCRIPTION
EPECo Easement

Description of a 0.0357-acre parcel of land more or less, being a Portion of Lot 2, Block 21, El Paso International Airport Tracts Unit 11, City of El Paso, El Paso County, Texas a subdivision recorded in as filed in Volume 71, Page 29, File No. 96028634 of the plat records of El Paso County, Texas, and being more particularly described by metes and bounds as follows to as wit:

Commencing at a found city monument located at the centerline intersection of Shuttle Columbia Drive (70' right-of-way) and Hawkins Boulevard (68' right-of-way) from which a city monument located at the centerline intersection of Stinson Avenue (70' right-of-way) and Hawkins Boulevard (68' right-of-way) bears South 05°41'41" East a distance of 422.59 feet, Thence South 84°16'28" West a distance of 184.40 feet to a point, Thence South 05°43'13" East a distance of 35.00 feet to a set crow's foot on concrete sidewalk lying along the southerly right-of-way line of Shuttle Columbia Drive, said point also being the Point of Beginning;

Thence South 05°43'08" East a distance of 10.00 feet to a set 1/2" rebar with yellow cap stamped "TX RPLS 5572";

Thence South 84°16'52" West a distance of 134.00 feet to a set 1/2" rebar with yellow cap stamped "TX RPLS 5572";

Thence South 05°43'08" East a distance of 2.00 feet to a set 1/2" rebar with yellow cap stamped "TX RPLS 5572";

Thence South 84°16'52" West a distance of 18.00 feet to a set 1/2" rebar with yellow cap stamped "TX RPLS 5572";

Thence North 05°43'08" West a distance of 12.00 feet to a set 1/2" rebar with yellow cap stamped "TX RPLS 5572" lying along the southerly right-of-way line of Shuttle Columbia Drive;

Thence along said southerly right-of-way line North 84°16'52" East a distance of 152.00 feet to the Point of Beginning and containing in all 1,556 square feet or 0.0357 acres of land more or less.

05/24/2022 
CHARLES H. GUTIERREZ R.P.L.S. 5572
H2O-Terra



NOTES:

1. A survey plat of even date herewith accompanies this metes and bounds description.

EXHIBIT "A" TO AMENDMENT
METES AND BOUNDS DESCRIPTION OF EASEMENT

Barragan & Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION

Description of an easement within Lot 2, Block 15, El Paso International Airport Tracts Unit 11, filed for record in Volume 71, Page 29, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a found city monument at the centerline intersection of Hawkins Boulevard and Shuttle Columbia Drive; **THENCE**, S 84° 17' 16" W (S 81° 10' 07" W – Record), along the centerline of said Shuttle Columbia Drive, a distance of 178.21 feet to a point; **THENCE**, S 05° 42' 44" E, leaving said centerline of Shuttle Columbia Drive, a distance of 35.00 feet to a point on the southerly right-of-way line of said Shuttle Columbia Drive, said point being the **POINT OF BEGINNING** of this easement;

THENCE, S 05° 42' 24" E, leaving said southerly right-of-way line of Shuttle Columbia Drive, a distance of 12.00 feet to a point;

THENCE, S 84° 17' 36" W, a distance of 18.00 feet to a point;

THENCE, N 05° 42' 24" W, a distance of 2.00 feet to a point;

THENCE, S 84° 17' 36" W, a distance of 103.41 feet to a point;

THENCE, S 05° 42' 24" E, a distance of 6.00 feet to a point;

THENCE, S 84° 17' 36" W, a distance of 20.00 feet to a point;

THENCE, N 05° 42' 24" W, a distance of 6.00 feet to a point;

THENCE, S 84° 17' 36" W, a distance of 58.59 feet to a point;

THENCE, N 05° 42' 24" W, a distance of 10.00 feet to a point on the southerly right-of-way line of Shuttle Columbia Drive;

THENCE, N 84° 17' 36" E (N 81° 10' 07" E – Record), along said southerly right-of-way line of Shuttle Columbia Drive, a distance of 200.00 feet to the **POINT OF BEGINNING** of this easement and containing in all 0.05 acres (2,156 sq. ft.) more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. A sketch of even date accompanies this description.



Benito Barragan, T.C.R. # 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 0151200
September 17, 2024
Job No. 240006-14

$$\ln \left(\frac{P_{\text{H}_2\text{O}}}{P_{\text{H}_2\text{O}}^0} \right) = - \frac{\Delta G_{\text{H}_2\text{O}}}{RT}$$

LEGEND

- — FOUND CITY MONUMENT
- — CALCULATED POINT
(UNLESS NOTED OTHERWISE)
- — EASEMENT CORNER
- LP— — LINE SPOT



LOT 2
OWNER: CITY OF EL PASO
VOL: 71 PG: 29
*R.P.R.E.P.C.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S05°42'24"E	12.00'
L2	S84°17'36"W	16.00'
L3	N05°42'24"W	2.00'
L4	S05°42'24"E	6.00'
L5	S84°17'36"W	20.00'
L6	N05°42'24"W	6.00'
L7	N05°42'24"W	10.00'

EL PASO INTERNATIONAL
AIRPORT TRACTS

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•R.P.R.E.P.C.



GRAPHIC SCALE
SCALE: 1"=40'

- NOTES.
1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE 4203, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000231. ALL ANGLES SHOWN HEREON ARE CALCULATED BASED ON SURFACE MEASUREMENTS.
 2. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY BEA INC. FOR AN RESERVATION, BUILDING AND UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SAID SUBJECT PARCEL.
 3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 4. A WRITTEN DESCRIPTION OF EVERY DATE ACCOMPANIES THIS SURVEY.

<p>Barragan & Associates Inc.</p> <p>LAND PLANNING & SURVEYING TECHNICAL SURVEYING 10000 D Pkwy., #1000 Dallas, TX 75243-1101 Phone (972) 348-5700 Fax (972) 348-5706</p> 		<p>PROPOSED: 7448 HARKINS BLVD - EASB001-2</p> <p>SEE NUMBER: 2006-14</p> <p>September 15, 2004</p> <p>Scale: 1"=40'</p> <p>DATE: 09/15/04</p> <p>PROJECT: 7448 HARKINS BLVD</p> <p>TECHNOLOGY: MATHEMATIC</p> <p>DRAWING: 7448 HARKINS BLVD</p> <p>FIELD NOTES: 7448 HARKINS BLVD</p> <p>FIELD CHECK: 7448 HARKINS BLVD</p> <p>FIELD BOOKS: 7448 HARKINS BLVD</p>		<p>EASEMENT</p> <p>WITHIN LOT 2, BLOCK 15, EL PASO INTERNATIONAL AIRPORT TRACT UNIT 11, EL PASO COUNTY, TEXAS. AREA: 0.05 ACRES (2,156 sq. ft.) ±</p>	
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