

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** March 26, 2024

**CONTACT PERSON NAME AND PHONE NUMBER:** Sam Rodriguez, Aviation Director, (915) 212-7301

**DISTRICT(S) AFFECTED:** District 3

**CITY STRATEGIC GOAL 1:** Create an Environment Conducive to Strong, Sustainable Economic Development.

**SUBJECT:**

A Resolution that the City Manager is authorized to sign a First Amendment to the Easement Agreement entered into on June 20, 2023, between the CITY OF EL PASO, TEXAS, and SFPP, L.P. for the purpose of clarifying the Easement Agreement's termination date.

**Area 1:** A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 27, 33, 34, and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 1, Butterfield Trail Aviation Park, Unit Two.

**Area 2:** A thirty-five (35) foot wide easement situated within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and a portion of Lot 1, Block 2, Butterfield Trail Aviation Park, Unit Two

**BACKGROUND / DISCUSSION:**

The Department of Aviation is requesting approval for a First Amendment to that certain Easement Agreement made by and between the City of El Paso, Texas ("Grantor") and SFPP, L.P. ("Grantee"). The new term of this Easement Agreement will be corrected ending on June 19, 2043.

**Term:** Initial term of twenty (20) years

**PRIOR COUNCIL ACTION:**

Easement Agreement – June 20, 2023

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue-generating item.

**BOARD / COMMISSION ACTION:**

N/A

**DEPARTMENT HEAD:**

  
for Sam Rodriguez, P.E., Chief Operations & Transportation Officer/Director of Aviation  


**RESOLUTION**

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

That the City Manager is authorized to sign a First Amendment to the Easement Agreement by and between the **CITY OF EL PASO, TEXAS** and **SFPP, L.P.** for the purpose of clarifying the Easement Agreement's termination date of June 19, 2043.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

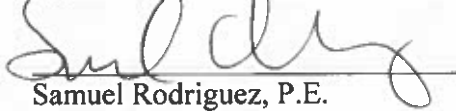
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )     **FIRST AMENDMENT TO  
EASEMENT AGREEMENT**

This First Amendment to that certain Easement Agreement is made by and between the **CITY OF EL PASO, TEXAS** (“Grantor”) and **SFPP, L.P.** (“Grantee”). Grantor and Grantee are referred to herein collectively as the “Parties” or individually as a “Party.”

**WHEREAS**, on June 20, 2023, the Parties entered into an Easement Agreement whereby the Grantor granted Grantee a non-exclusive easement in, on, under and through two areas located at the City of El Paso International Airport; and

**WHEREAS**, an error was discovered in the Easement Agreement regarding the Term end date; and

**WHEREAS**, the Parties wish to correct the error regarding the Term end date and, for purposes of clarity, provide a specific date for termination of the Easement Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 3.01 of the Easement Agreement is hereby amended and restated in its entirety to read as follows:

3.01 Term. The term of this Easement Agreement shall be for the period of twenty (20) years commencing on June 20, 2023, which is the date the Easement Agreement was approved by the El Paso City Council (“Effective Date”) and ending on June 19, 2043 at 11:59:59 (the “Term”).

2. All terms and conditions of the Easement Agreement, except hereto revised, shall remain in full force and effect.

(Signatures Begin on Following Page)

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date noted.

GRANTOR:

CITY OF EL PASO

\_\_\_\_\_  
Cary Westin  
City Manager

APPROVED AS TO FORM:

Roberta Brito  
Roberta Brito  
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.  
for Samuel Rodriguez, P.E.  
Director of Aviation  
R. SHANE BROOKS

ACKNOWLEDGMENT

STATE OF TEXAS     )  
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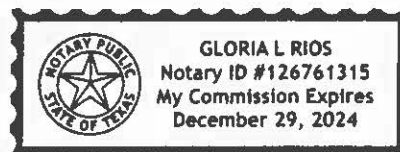
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 12 day of March, 2024  
by Cary Westin, as City Manager of the City of El Paso, Texas (Grantor).

Gloria L. Rios  
Notary Public, State of Texas

My Commission Expires:

12.29.2024




**GRANTEE:**

**SFPP, L.P., a Delaware limited partnership**

By: Kinder Morgan Operating L.P. "D"  
its general partner

By: Kinder Morgan G.P. Inc  
Its general partner

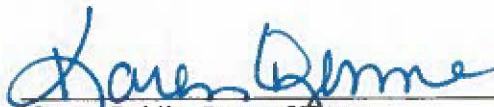
By: Kinder Morgan Management, LLC  
The delegate of Kinder Morgan G.P., Inc.

By:   
Dayton Robertson  
Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
COUNTY OF Harris )

This instrument was acknowledged before me on this 1 day of November, 2023  
by Dayton Robertson, as Vice President of SFPP, L.P. (Grantee).

  
Notary Public, State of Texas

My Commission Expires:

9-21-2024

