

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

DEPARTMENT: Planning and Economic Development Department
AGENDA DATE: Introduction: April 19, 2011
Public Hearing: May 10, 2011
CONTACT PERSON/PHONE: Melissa Granado, (915) 541-4730, granadom@elpasotexas.gov
DISTRICT(S) AFFECTED: 2

SUBJECT:

An ordinance changing the zoning of a portion of Lots 1 and 2, Block 2, Butterfield Trail Aviation Park Unit One, all of Butterfield Trail Aviation Park Unit Three, and portions of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from A-3 (Apartment), C-4 (Commercial) and M-1 (Light Manufacturing) to SCZ (SmartCode Zone). The penalty is as provided for in Chapter 21.60 of the El Paso City Code. Subject Property: South of George Perry Boulevard and east of Global Reach Drive. Property Owner: City of El Paso. PZRZ11-00015 (**District 2**)

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

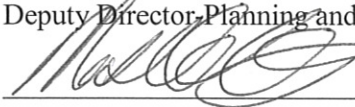
Development Coordinating Committee (DCC) – Approval Recommendation
City Plan Commission (CPC) – Approval Recommendation (7-0)

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Mathew S. McElroy
Deputy Director, Planning and Economic Development



APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOTS 1 AND 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK UNIT ONE, ALL OF BUTTERFIELD TRAIL AVIATION PARK UNIT THREE, AND PORTIONS OF SECTIONS 22, 23, 26, AND 27, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-3 (APARTMENT), C-4 (COMMERCIAL) AND M-1 (LIGHT MANUFACTURING) TO SCZ (SMARTCODE ZONE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 21.60 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the zoning of *a portion of Lots 1 and 2, Block 2, Butterfield Trail Aviation Park Unit One, all of Butterfield Trail Aviation Park Unit Three, and portions of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", as incorporated by reference, be changed from **A-3 (Apartment), C-4 (Commercial), and M-1 (Light Manufacturing) to SCZ (SmartCode Zone)**, within the meaning of Title 21, SmartCode; and,

That the zoning map of the City of El Paso be revised accordingly; and,

That the City Council approve the Regulating Plan attached as Exhibit "B" and incorporated herein for all purposes; and,

That the development of the property described above and land uses allowed on such property shall be in accordance with Title 21, SmartCode, the attached Regulating Plan, and the El Paso City Code.

PASSED AND APPROVED this _____ day of _____, 2011.

THE CITY OF EL PASO

ATTEST:

John Cook, Mayor

Richarda Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Deputy Director
Planning and Economic Development Department

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lots 1 and 2, Block 2, Butterfield Trail Aviation Park Unit One and all of Butterfield Trail Aviation Park Unit Three and portions of Sections 22, 23, 26 and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument lying North 45°41'01" East a distance of 10.06 from the centerline intersection of George Perry Blvd. and Walter Jones Blvd. from which an existing brass disk city monument at the centerline intersection of George Perry Blvd. and Picacho Pass Drive bears South 45°41'01" West a distance of 621.77 feet; Thence leaving the centerline of George Perry Blvd. South 44°18'58" East a distance of 110.00 feet to a point on the termination of Walter Jones Blvd. as referenced in Butterfield Trail Aviation Park Unit One for the "TRUE POINT OF BEGINNING".

Thence along said line North 45°41'02" East a distance of 117.94 feet to a point of curve;

Thence 78.54 feet along the arc of a curve to the right which has a radius of 50.00 feet a central angle of 89°59'56" a chord which bears North 00°41'02" East a distance of 70.71 feet to a point;

Thence North 45°41'01" East a distance of 3806.94 feet to a point;

Thence North 89°06'02" East a distance of 3492.97 feet to a point;

Thence South 00°56'45" East a distance of 6587.30 feet to a point;

Thence South 89°02'58" West a distance of 533.55 feet to a point of curve;

Thence 968.81 feet along the arc of a curve to the left which has a radius of 2377.00 feet a central angle of 23°21'09" a chord which bears South 77°22'23" West a distance of 962.12 feet to a point;

Thence South 65°41'49" West a distance of 645.72 feet to a point;

Thence South 38°53'31" West a distance of 516.80 feet to a point;

Thence South 87°25'17" West a distance of 1514.94 feet to a point;

Thence South 77°00'34" West a distance of 470.45 feet to a point;

Thence South 45°44'06" West a distance of 604.45 feet to a point on the northerly right of way line of Global Reach Boulevard;

Thence along said right of way line North 45°12'53" West a distance of 4845.18 feet to a point of curve;

Thence 69.29 feet along the arc of a curve to the right which has a radius of 45.00 feet a central angle of 88°13'00" a chord which bears North 01°06'23" West a distance of 62.64 feet to a point on the easterly right of way line of George Perry Boulevard;

Thence along said right of way line 584.06 feet along the arc of a curve to the right which has a radius of 12,478.94 feet a central angle of 02°40'54" a chord which bears North 44°20'34" East a distance of 584.01 feet to a point;

Thence along said right of way line North 45°41'01" East a distance of 1811.90 feet to a point of curve;

Thence 78.54 feet along the arc of a curve to the right which has a radius of 50.00 feet a central angle of 90°00'00" a chord which bears South 89°18'59" East a distance of 70.71 feet to a point on the termination of George Perry Blvd. as referenced on Butterfield Trail Aviation Park Unit One;

Thence along said line North 45°41'02" East a distance of 62.06 feet to the "TRUE POINT OF BEGINNING" and containing 45,169,703 Square Feet or 1036.95 acres of land more or less.

Note: Not a ground survey, Bearings basis is per plat of Butterfield Trail Aviation Park Unit Three recorded in Clerk's file No. 20080086111, Real property records of El Paso County, Texas


Ron R. Conde
R.P.L.S. No. 5152



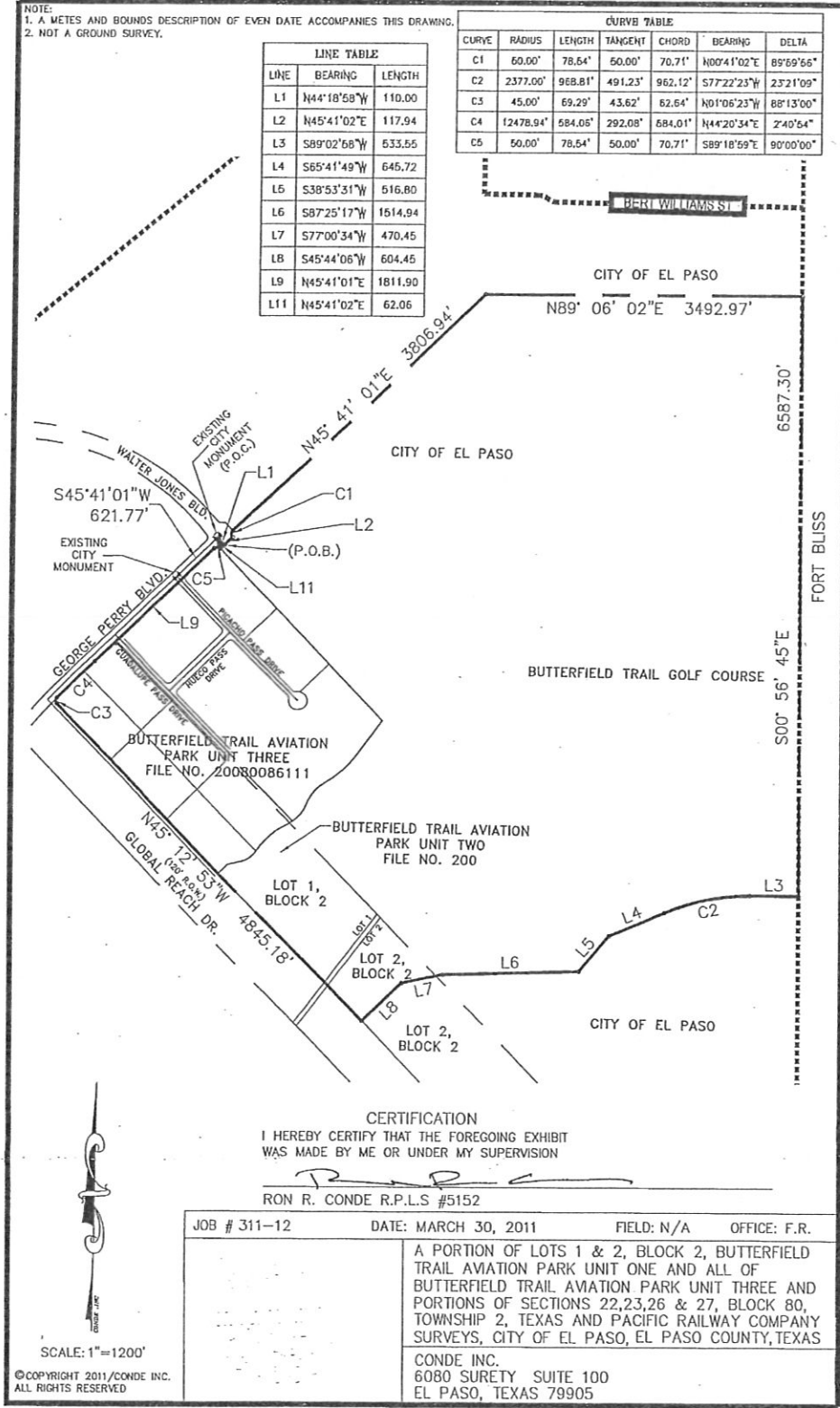
806 # 311-12

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE, SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283

NOTE:
 1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
 2. NOT A GROUND SURVEY.

LINE	BEARING	LENGTH
L1	N44°18'58"W	110.00
L2	N45°41'02"E	117.94
L3	S89°02'68"W	533.55
L4	S65°41'49"W	645.72
L5	S38°53'31"W	516.80
L6	S87°25'17"W	1514.94
L7	S77°00'34"W	470.45
L8	S45°44'06"W	604.45
L9	N45°41'01"E	1811.90
L11	N45°41'02"E	62.06

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	60.00'	78.54'	50.00'	70.71'	N00°41'02"E	89°59'56"
C2	2377.00'	968.81'	491.23'	962.12'	S77°22'23"W	23°21'09"
C3	45.00'	69.29'	43.62'	62.64'	N01°06'23"W	88°13'00"
C4	12478.94'	584.06'	292.08'	684.01'	N44°20'34"E	2°40'54"
C5	50.00'	78.54'	50.00'	70.71'	S89°18'59"E	90°00'00"



CERTIFICATION
 I HEREBY CERTIFY THAT THE FOREGOING EXHIBIT
 WAS MADE BY ME OR UNDER MY SUPERVISION

R R Conde
 RON R. CONDE R.P.L.S. #5152

JOB # 311-12	DATE: MARCH 30, 2011	FIELD: N/A	OFFICE: F.R.
A PORTION OF LOTS 1 & 2, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK UNIT ONE AND ALL OF BUTTERFIELD TRAIL AVIATION PARK UNIT THREE AND PORTIONS OF SECTIONS 22,23,26 & 27, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS			
CONDE INC. 6080 SURETY SUITE 100 EL PASO, TEXAS 79905			

SCALE: 1"=1200'
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EXHIBIT "B"



EL PASO INTERNATIONAL AIRPORT

TITLE 21 APPLICATION

El Paso, Texas
March 2011

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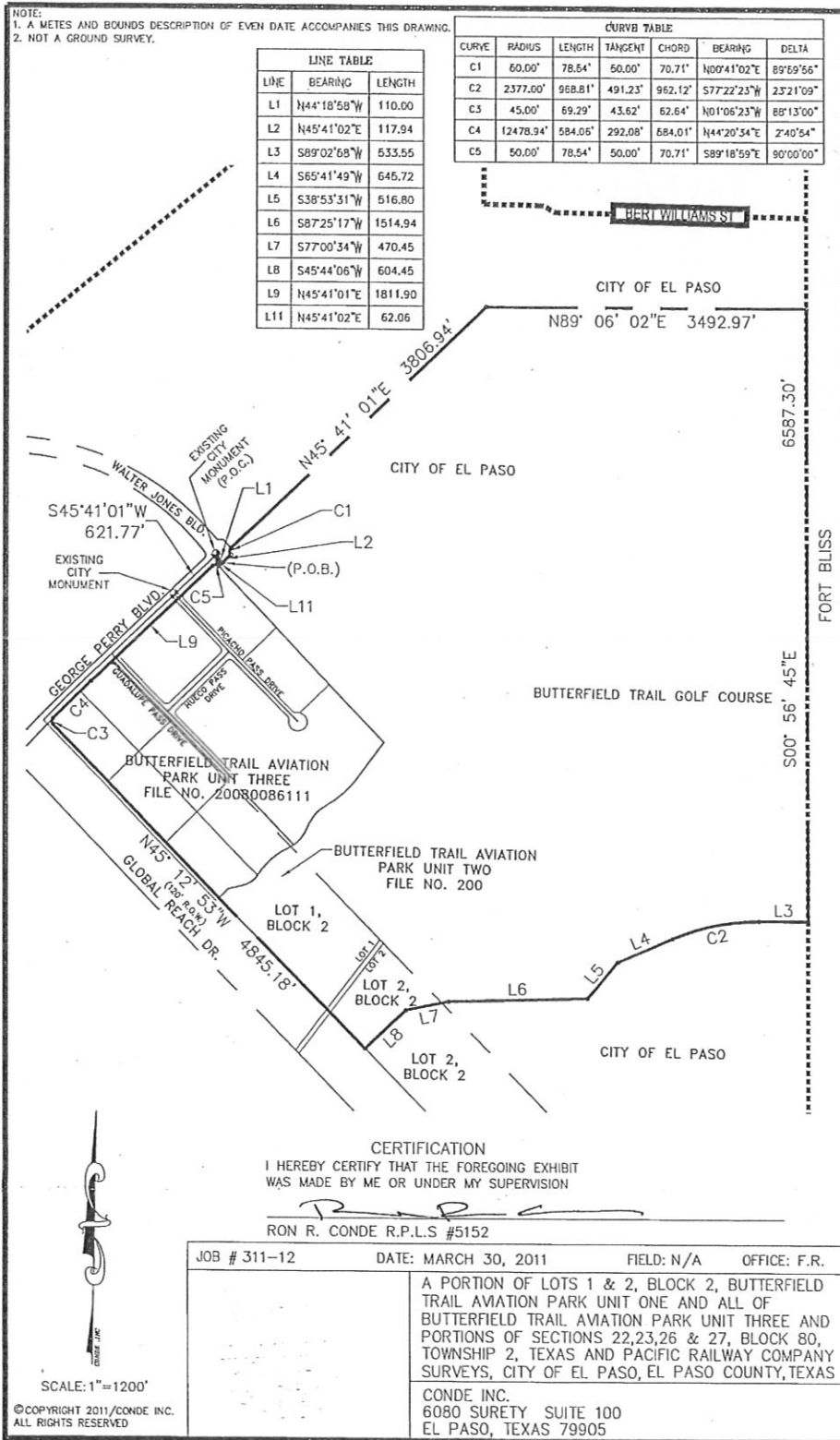
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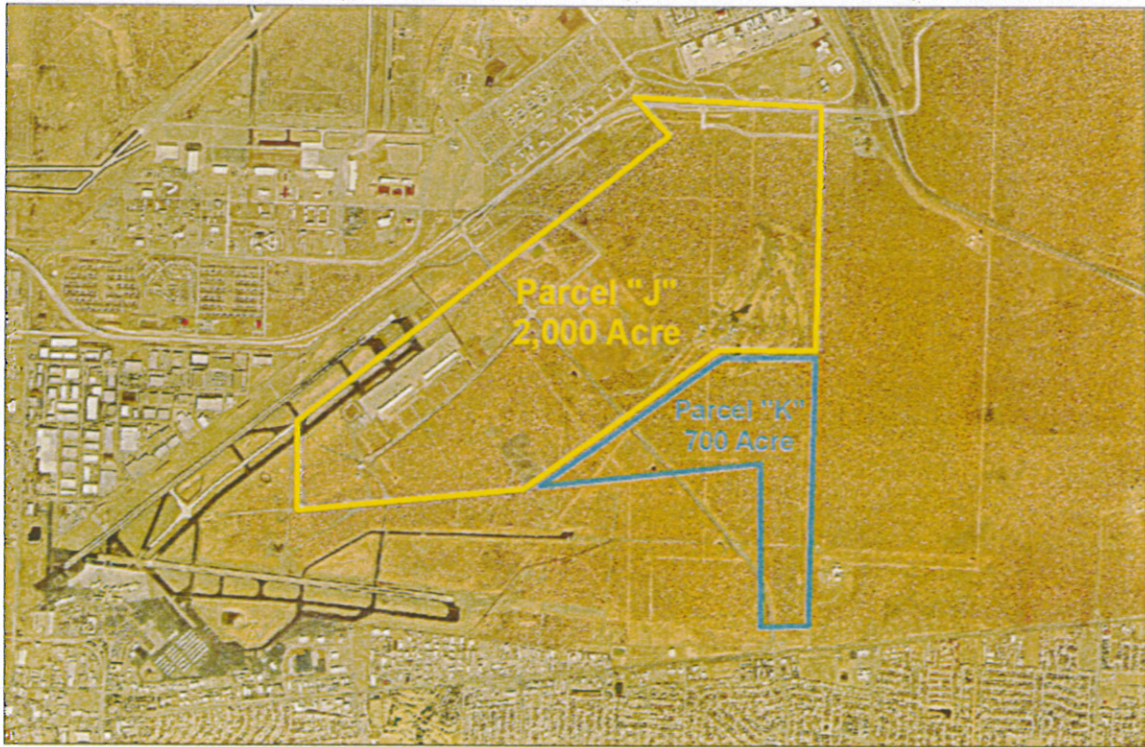
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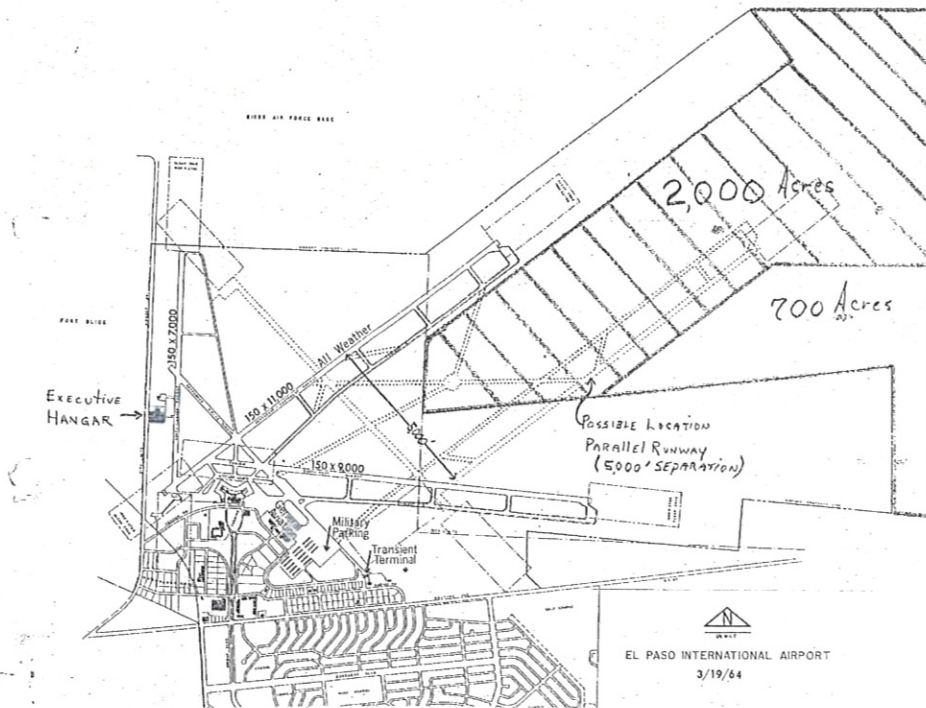
LINE TABLE		
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C5	50.00'	78.54'	50.00'	70.71'	S89°18'59"E	90°00'00"





SUBJECT PARCELS



1964 PLAT



RESOLUTION

STATE OF TEXAS
COUNTY OF EL PASO

97458

1. THIS INSTRUMENT, made this 24th day of July, 1969, between the UNITED STATES OF AMERICA, hereinafter sometimes called "Government", acting by and through the Administrator of General Services, under and pursuant to the powers and authority of Article 4, Section 3, Clause 7 of the Constitution of the United States, and the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (53 Stat. 377), as amended, and the Surplus Property Act of 1946 (50 Stat. 763), as amended, and regulations and orders promulgated hereunder, party of the first part, as grantor, and City of El Paso, as purchaser, created a deed for and a title under and by virtue of the laws of the State of Texas, party of the second part as grantee.

2. WHEREAS, that the said grantor, for and in consideration of the exemption by the grantee of all the obligation and its taking subject to certain reservations, restrictions and conditions and its covenants to abide by, and its agreement to, certain other reservations, restrictions and conditions, all as set out hereinafter, has received, released and forever quitclaimed, and by these presents does receive, release and forever quitclaim to the grantee, its successors and assigns, without warranty, express or implied, under and subject to the reservations, restrictions, conditions, and covenants, all as hereinafter expressed and set out, all right, title, interest, claim and demand which the grantor has in and to that certain property situate, lying and being in the County of El Paso, State of Texas, and described as follows:

3. Acres

A. Land

A tract of land situated in the County of El Paso, State of Texas, being part of Sections 29, 28, 26, 27, 22, 23, 24, 21, 24, and 22, Block 65, Township 2, now particularly described by meter and bounds as the Top 5116 Local Tract 574 as follows:

Starting at a concrete monument marking the corner corner to Sections 19, 21, 21 and 22, Block 65, Township 2, El Paso County, Texas, thence north 01° 22' 04" west, a distance of 1235.07 feet to a point on the north line of a strip of land previously deeded to the City of El Paso, Texas, for the extension of the U-P, R-V runway of the International Airport; thence north 89° 59' 12" west, along the north line of said strip a distance of 1041.50 feet to a pipe set in concrete, marking the southeast corner of said strip of land previously deeded to the City, and the point of beginning of subject area, said point being in Section 29; thence north 89° 59' 42" west, along the north line of subject area, a distance of 589.82 feet to a point in Section 29; thence south 89° 59' 42" east, along the east line of subject area, a distance of 671.20 feet to a point; thence west 2293.19 feet to a point; thence south 42° 59' 12" west 742.22 feet to a point on the north line of a tract of land previously deeded to the City of El Paso, Texas, for the extension of the U-P runway of the International Airport, said line being the north line of the tract herein described; thence north 89° 59' 12" west, along the north line of subject area, a distance of 671.20 feet to a pipe set in concrete marking the SE corner of said tract previously deeded to the City of El Paso, said point also being on the east line of the International Airport and in Section 29; thence north 89° 59' 42" west, along the west line of the International Airport and the west line of subject area, a distance of 844.39 feet to a pipe set in concrete on the north line of the International Airport, said point being in Section 29; thence north 01° 01' 20" west, along

the west line of the strip of land previously deeded to the City of El Paso, Texas, for the extension of the U-P, R-V runway of the International Airport, a distance of 2500.01 feet, to a pipe set in concrete, marking the southeast corner of said strip, said point being in Section 29; thence north 42° 59' 12" west, along the southeast line of said strip, and the northeast line of subject area, a distance of 11,612.23 feet to a pipe set in concrete, marking the southeast corner of said strip deeded to the City of El Paso for the U-P, R-V runway extension, said point being in Section 29; thence north 89° 59' 42" west, along the northeast line of said strip previously deeded to the City of El Paso, a distance of 2250 feet to a pipe set in concrete, and the point of beginning of subject area, containing 2,000 acres of land, more or less.

RESERVED, however, to the United States and its assigns, a 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Marker (U.S. flag) and being the only existing communication cable located on the above described land.

B. Improvements

None

The foregoing is conveyed as aeronautical use property, which has been determined essential, suitable, desirable or reasonably necessary to fulfill the immediate and foreseeable requirements of the grantee for the development, improvement, operation or maintenance of the airport.

D. This conveyance is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, including but not limited to those listed as follows:

Type and Description	Location	Lease	Area and Invention	Purpose
50-year Easement	-	Basco Pipe Line Co.	14.22 Ac. 5-22-57	Right-of-way 6" pipe line
" "	50-29-025-142-1014	Southern Pacific Pipe Lines, Inc.	13.22 Ac. 10-7-55	Right-of-way 6-1/2" petroleum products pipe line
" "	50-29-025-142-1150	El Paso Natural Gas Co.	26.09 Ac. 11-25-51	Right-of-way 24" pipe line

257 1394

257 1385

4. Non-appropriation None.

5. WHEREAS, all the property hereby conveyed has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred laws, regulations and orders.

6. TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the Grantor, either in law or in equity and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behalf of the Grantee, its successors and assigns forever.

7. NOW THEREFORE, by the acceptance of this Indenture or any rights hereunder, and as a part of the consideration for this Indenture, the Grantee, for itself, its successors and assigns, agrees that the transfer of all the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (a), (b), and (c) of this paragraph, which shall run with the land:

(a) This, except as provided in subparagraph f of subsection paragraph 8, the property transferred by this instrument shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph c of the seventh paragraph 8. As used in this instrument, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes.

(b) That, except as provided in subparagraph f of subsection paragraph 8, the entire building area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to ensure its efficient operation and use, provided, however, that such maintenance shall be restricted to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the Federal Aviation Administrator or his successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land when have outlined their use as airport property in the opinion of the Federal Aviation Administrator or his successor in function.

(c) That (1) the program for or in connection with which this Indenture is made will be conducted in compliance with, and the Grantee, its successors and assigns will comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this Indenture (41 CFR Subpart 101-11.7) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns will promptly take such actions to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, acknowledge for himself the same obligations as those imposed upon the Grantee, its successors and assigns by this covenant, and (b) furnish the original of such agreement to the Federal Aviation Administrator, or his successor, upon his request therefor. This covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or definition, level or otherwise, be binding to the fullest extent permitted by law and courts for the benefit of, and in favor of the Grantee and enforceable by the Grantee and assigns. The Grantee, its successors and assigns.

8. FURTHER, by the acceptance of this Indenture, or any rights hereunder, the Grantee for itself, its successors and assigns, also agrees the collection of, covenants to abide by and agree to, and this transfer is not subject to, the following reservations and restrictions set forth in subparagraphs a through f, inclusive, of this paragraph, which shall run with the land hereunder, that the property transferred hereby may be subsequently transferred to any other person that any such subsequent transferee accept all the obligations imposed upon the Grantee by the provisions of this instrument.

a. That no property transferred by this instrument shall be used, leased, sold, mortgaged, or disposed of by the Grantee, its successors and assigns, without the written consent of the Federal Aviation Administration. The term "property" as used herein is deemed to include processes or products derived therefrom.

b. Property transferred for the development, improvement, operation or maintenance of airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant the Grantee hereby agrees to the following: (1) that it will keep the airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes, provided, that the Grantee may establish such fair, equal, and just discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided, further, that the Grantee may prohibit on itself any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public; (2) that in its operation and the operation of facilities on the airport, neither it nor any person or organization operating thereon or facilities thereon, will discriminate against any person or organization on the basis of race, color, creed, or national origin in the use of any of the facilities provided for the public on the airport; (3) that in any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or organization to conduct or engage in any aeronautical activity for financial purposes to the public at the airport, the Grantee will insist and enforce provisions restricting the contractor (a) to furnish such services as a fair, equal and non-discriminatory basis to all users thereof, and (b) to observe fair, reasonable and non-discriminatory prices for such work for similar services, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume users thereof; (4) that the Grantee will not exercise or grant any right or privilege which would

257 1386

257 1387

operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on his own aircraft with his own employees (including, but not limited to, maintenance and repair) that it may choose to perform. (5) That in the event the Grantee itself exercises any of the rights and privileges referred to in subsection (4) above, the services involved will be provided to the same conditions as would apply to the furnishing of such services by contractors or subcontractors of the Grantee under the provisions of such subsection (4) of this paragraph.

C. The Grantee will not grant or result in any exclusive right for the use of the airport at which the property described herein is located which is forbidden by Section 204 of the Federal Aviation Act of 1956, as amended, by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or result in any license, firm or concession, the exclusive right to conduct any aeronautical activity on the airport including, but not limited to, charter flights, pilot training, aircraft rental and airleasing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales, and services, sale of aviation products, products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, are so regarded as an aeronautical activity. The Grantee further agrees that it will terminate as soon as possible and no later than the earliest renewal, continuation, or expiration date specified in Article 1, any exclusive right existing at any airport which is controlled by the Grantee and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the purchase or exercise of an exclusive right for the furnishing of aviation products and supplies or any service of a nonaeronautical nature or to oblige the Grantee to furnish any particular nonaeronautical service at the airport.

D. The Grantee shall, insofar as it is within its power and to the extent reasonable, endeavor to clear and protect the aerial approach to the airport. The Grantee will, either by the acquisition or retention of easements or other interests in or rights for the use of land adjacent to or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runway of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the airport. In any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire, property interest permitting it to so control the use and safe use of the land. Insofar as is within its power and to the extent reasonable the Grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and take-off of aircraft.

F. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Federal Aviation Administration, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport unless such facilities should be constructed by the United States and will not permit any activities thereon which would interfere with its use for airport purposes. Provided, that nothing contained herein shall be construed to require that the airport be closed for construction of any other temporary period when necessary, or when other activities consistent therewith with such operations and maintenance, activity, reconstruction or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

F. That the Grantee will make available all facilities at the airport at which the property described herein is located or developed with Federal aid and all those made for use landing and taking off of aircraft to the United States at all times, without charge, for use by aircraft of any agency of the United States in connection with other aircraft, except that if the use by aircraft of any agency of the United States in connection with other aircraft, in substantial, a reasonable share, proportional to such use, of the cost of operation and maintaining facilities so used may be charged, and unless otherwise determined by the FAA, an otherwise agreed to by the Grantee and the other Federal agency. Substantial use of an airport by United States aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would usually interfere with use of the landing area by other authorized aircraft or during any calendar month that (1) either five (5) or more aircraft of any agency of the United States are regularly based at the airport or on land adjacent thereto, or (2) the total number of movements (including each landing as a movement and each take-off as a movement) of aircraft of any agency of the United States in 200 or more, or (3) the gross accumulation weight of aircraft of any agency of the United States using the airport (the total movements of such Federal aircraft multiplied by gross weight and weights thereof) is in excess of five million pounds.

G. That during any national emergency declared by the President of the United States of America on the Congress thereof, including any existing national emergency, the Government shall have the right to take such action as it may deem necessary and have exclusive or nonexclusive control and possession, without charge, of the airport, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may be exclusively, or even when it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession. Provided, further that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvements to the airport made without United States aid and approved by any Federal agency.

H. The Grantee shall hereby release the Government, and will take whatever action may be required by the Federal Aviation Administration to ensure complete release of the Government from any and all liability the Government may be under for restoration or other damage under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled, or operated by the Grantee, upon which, in addition to which, or in connection with which, any property transferred by this instrument was located or used. Provided, that no such release shall be construed as depriving the Grantee of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act of 1950, as amended, for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

I. That wherever so requested by the FAA, Grantee will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the property described herein as rights in facilities on the airport at which the property described herein is located, as the FAA may consider necessary or desirable for construction of Federal airports or facilities for such purposes, and the Grantee will make available such areas on any portion thereof for purchase provided herein within four (4) months after receipt of written request from the FAA, if such area or will be available.

J. The Grantee will: (1) furnish the FAA with annual or periodic airport financial and operational reports as may be required or requested under other laws furnished by the FAA or in such manner as it elects to, save as the essential data are furnished, and (2) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA the airport at which the property described herein is located, and all airport records and

documents affecting the airport, including deeds, leases, mortgages and easements, restrictions, and other instruments, and will forward to the FAA a true copy of any such document which may be reasonably requested.

K. And, that the Grantor will not enter into any transaction which would operate to deprive it of any of the rights and powers hereinbefore to perform or comply with any or all of the covenants and conditions set forth herein unless by such transaction the obligation to perform or comply with all such covenants and conditions is assumed by another public agency, named by the FAA to its satisfaction as a public agency as defined in the Federal Airport Act of 1946, or provided, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for assignment or operation of the Airport by any agency or person other than the party of this record, it will reserve sufficient rights and authority to insure that such airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

L. And, that the Grantor will keep up to date at all times an Airport Inventory and map of the airport at which the property described herein is located including: (a) the location of the airport and all proposed additions thereto, together with the boundaries of all adjacent areas owned or controlled by the Grantor for airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roofs), including all proposed extensions and alterations of existing airport facilities; (c) the location of all existing and proposed navigation areas and of all existing improvements thereon and areas used thereon and such airport layout map and such airport, profile, or maintenance thereof, shall be subject to the approval of the FAA, whose approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout map, and the Grantor will not make or permit the making of any change or alteration in the airport or any of its facilities other than in conformity with the airport layout map as so approved by the FAA. If such change or alteration might adversely affect the safety, utility, or efficiency of the airport.

M. And, that if at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the airport property described herein, the existence of which creates an undue risk of interference with the operation of the airport or the performance of compliance with covenants and conditions set forth herein, the Grantor will acquire, extinguish, or satisfy such right or claim of right in a manner acceptable to the FAA.

N. That in the event that any of the aforesaid covenants, conditions, restrictions, or regulations are not met, observed, or complied with by the Grantor or any subsequent transferee, whether caused by the total insolvency of said Grantor or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights reserved by this instrument to the Grantee, or any person thereof, shall at the option of the Grantee revert to the Grantor in the then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Federal Aviation Administration, or its successor in function, unless within said sixty (60) day such default or violation shall have been cured and all such terms, conditions, restrictions and regulations shall have been met, observed, or complied with, in which event such provisions shall not apply and title, right of possession, and all other rights reserved hereunder, except such, if any, as shall have previously occurred, shall remain vested in the Grantor, its transferees, successors and assigns.

O. That if the construction as covenants or any of the aforesaid provisions and restrictions recited herein as covenants or the specification of the same as covenants in any particular instance, in kind, amount, or particular restriction or restriction in quantity shall be construed in favor of such as conditions upon the breach of which the Government may exercise its option to exercise the title, interest, right of possession, and all other rights reserved to the Grantor,

or any portion thereof, to revert to it, and the application of such provisions or restrictions as covenants in any other instance and the construction of the remainder of such restrictions and restrictions as covenants shall not be affected thereby.

P. Provided, however, that this Indenture is made and accepted upon the following condition subsequent, which shall be binding upon and enforceable against the Grantor, its successors and assigns: The program for or in connection with which this Indenture is made shall be conducted in compliance with, and the Grantee, its successors and assigns is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Federal Aviation Administration as in effect on the date of this Indenture (49 CFR Subject 191-67) issued under the provisions of Title VI of the Civil Rights Act of 1964, and the Grantee, its successors and assigns shall promptly take and continue to take such action as may be necessary to comply with this condition. In the event of any breach of this condition, regardless of the cause of such breach, all right, title and interest in and to the above described property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States upon demand made in writing by the Federal Aviation Administration, or its successor in function. In such event the United States shall have the immediate right of entry upon said property, and the Grantee, its successors and assigns shall forfeit all right, title and interest in said property and in any and all of the tenements, hereditaments, and appurtenances thereto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to such property to the United States. The failure of the Federal Aviation Administration, or its successor in function, to insist upon complete performance of this condition in any one or more instances shall not be construed as a waiver or relinquishment of future performance thereof, but the strictness of the Grantor, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the party of the first part has caused this Indenture to be executed in its name and on its behalf the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

John M. McKe...
John M. McKe...
Federal Service Administrator
Fort Worth, Texas

STATE OF TEXAS
COUNTY OF TARRANT

PERSONALLY APPEARED before me, Shirley M. Thomas, a Notary Public in and for said County and State, the within named party, to be well known and known to be the person described in and who executed the foregoing Indenture on behalf of the United States of America, and acknowledged that he, with voluntary act and deed, signed and delivered the foregoing Indenture on the day and year therein contained as the law and effect of the United States of America.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 15th day of July, 1969.



Shirley M. Thomas
SHIRLEY M. THOMAS, Notary Public
in and for Tarrant County, Texas
My commission expires 5-1-71.

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20756

DEED WITHOUT WARRANTY

THE STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EL PASO I

That the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (53 Stat. 377, 40 U.S.C. § 471 et seq.), as amended, and rules, orders and regulations issued pursuant thereto, for and in consideration of the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) to it duly paid by the CITY OF EL PASO, TEXAS, a body politic organized and existing under the laws of the State of Texas, (hereinafter sometimes called "Grantee"), the receipt of which is hereby acknowledged, does by these presents bargain, sell, grant and convey, without warranty express or implied, and under and subject to the exceptions hereinafter set forth, unto the said Grantee, the CITY OF EL PASO, TEXAS, its successors and assigns, the following described property, to-wit:

Being a tract of land located in Sections 26, 27, 28, 33, 34, and 35, Block 60, Township 2 of the T & P Railway Surveys in El Paso County, Texas, and being more particularly described as follows:

Beginning at a 3" iron pipe found in Section 35, Block 60, Township 2 of the T & P Railway Surveys. Said iron pipe bears north 81° 10' 16" east, 460.4 feet and north 0° 59' 41" west, 968.21 feet from a pipe at the intersection on the north line of U. S. Highway 32-150 and the line between Sections 36 and 39 in said Block 60; THENCE north 5° 59' 41" west, 821.55 feet; THENCE south 82° 21' 11" west, 7417.65 feet; THENCE north 59° 38' 10" east at 2067.8 feet to a point on the line between Sections 27 and 28 in said Block 60 which bears south 1° 11' 10" east, 4902.1 feet from a concrete monument at the corner common to Sections 21, 27, 27 and 28 in said Block 60; THENCE continuing a total distance of 7249.82 feet; THENCE north 82° 21' 11" east, 3290.91 feet; THENCE north 0° 59' 41" west, 8218.94 feet; THENCE north 88° 43' 15" west, 1341.3 feet to the place of beginning and containing 700 acres, more or less.

RESERVED, however, to the United States and its assigns, a 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (W. S. Signal) and being the only existing communication cable located on the above described property.

RECEIVED

JUN 19 1970

EL PASO INTERNATIONAL AIRPORT

295 1349

The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

This conveyance is subject to existing easements for public roads and highways, public utilities, railroads and pipe lines, including but not limited to:

1. A 50-year Right-of-Way Easement for an 8" pipe line covering 14.22 acres granted to the Pasotex Pipe Line Company 5-12-37;
2. A 50-year Right-of-Way Easement No. DA-29-001-Eng-1638 for an 8-5/8" petroleum products pipe line covering 13.22 acres granted to the Southern Pacific Pipe Lines, Inc., 10-3-53;
3. A 50-year Right-of-Way Easement No. DA-29-001-Eng-3136 for a 16" pipe line covering 26.90 acres granted to the El Paso Natural Gas Company 11-20-61.

Said property transferred hereby was duly declared to be surplus and was assigned to the Administrator of General Services for disposal pursuant to said Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever.

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295 1350

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 11th day of June, 1970.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By Jay H. Bolton
JAY H. BOLTON
Regional Administrator, Region 7
General Services Administration
Fort Worth, Texas

WITNESSES:

Wanda T. Applewhite
Arthur J. Taylor

THE STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, a Notary Public, in and for Tarrant County, State of Texas, on this day personally appeared JAY H. BOLTON, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Regional Administrator of General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services, and that he executed the same as the act of the United States of America and of the Administrator of General Services for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 11th day of June, 1970.



Stanley M. Nichols
Notary Public in and for Tarrant
County, Texas

STANLEY M. NICHOLS, Notary Public
in and for Tarrant County, Texas
My commission expires 8-1-71.

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295 1301

AMENDMENT TO INDENTURE

This agreement, made and entered into by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), the Surplus Property Act of 1944 (58 Stat. 755), as amended, and applicable rules, regulations and orders promulgated thereunder, Party of the First Part, GRANTEE, and the CITY OF EL PASO, TEXAS, a municipality created, operating and existing under and by virtue of the laws of the State of Texas, Party of the Second Part, GRANTEE;

WITNESSETH:

THAT, WHEREAS, an Indenture was entered into, dated July 8, 1969, between the Parties hereto, said Indenture being filed for record on July 11, 1969, and duly recorded in the Deed Records of El Paso County, Texas, in Book 257, Page 1394, reference being hereto made to said Indenture for all purposes; and,

WHEREAS, it has been determined that the description contained in Paragraph 3. International A. Land did not correctly describe the property intended to be conveyed by said Grantor to the said Grantee.

NOW, THEREFORE, for the consideration expressed in said original Indenture, said original Indenture is hereby amended in the following respects and in these only: Paragraph 3. A. is deleted in its entirety and the following substituted in its stead:

3. International

A. Land

A tract of land situated in the County of El Paso, State of Texas, being part of Sections 21, 22, 23, 24, 27, 28, 29, 32, 33, 34, and 35, Block 80, Township 2, more particularly described by metes and bounds on the Fort Bliss Local Plane Grid as follows:

Starting at a concrete monument marking the corner common to Sections 15, 16, 21 and 22, Block 80, Township 2, El Paso County, Texas, thence south 01° 12' 04" east, a distance of 1136.67 feet to a point on the north line of a strip of land previously deeded to the City of El Paso, Texas, for the omission of the N-E, 2-M runway of the International Airport; Thence north 49° 38' 10" east, along the north line of said strip a distance of 1891.05 feet to a pipe set in concrete, marking

the northeast corner of said strip of land previously deeded to the City, and the point of beginning of subject area, said point being in Section 22; Thence north 85° 57' 42" east, along the north line of subject area, a distance of 5899.33 feet to a point in Section 23; Thence south 00° 39' 51" east, along the east line of subject area, a distance of 4501.37 feet to a point; Thence S 82° 21' 11" West 3280.91 feet to a point; Thence south 49° 58' 10" west 7259.82 feet to a point on the north line of a tract of land previously deeded to the City of El Paso, Texas, for the extension of the E-W runway of the International Airport, said line being the south line of the tract herein described; Thence south 82° 21' 11" west, along the south line of subject area, a distance of 4076.67 feet to a pipe set in concrete marking the NE corner of said tract previously deeded to the City of El Paso, said pipe also being on the east line of the International Airport and in Section 21; Thence north 02° 59' 41" west, along the east line of the International Airport and the west line of subject area, a distance of 4615.39 feet to a pipe set in concrete on the north line of the International Airport, said point being in Section 29; Thence south 01° 01' 50" west, along the west line of the strip of land previously deeded to the City of El Paso, Texas, for the extension of the N-E, S-W, runway of the International Airport, a distance of 3509.01 feet, to a pipe set in concrete, marking the southwest corner of said strip, said point being in Section 29; Thence north 49° 53' 10" east, along the southeast line of said strip, and the northwest line of subject area, a distance of 13,312.29 feet to a pipe set in concrete marking the southeast corner of said strip deeded to the City of El Paso for the N-E-SW runway extension, said point being in Section 22; Thence north 40° 01' 50" west, along the northeast line of said strip previously deeded to the City of El Paso, a distance of 2000 feet to a pipe set in concrete, and the point of beginning of subject area, containing 2,000 acres of land, more or less.

RESERVED, however, to the United States and its assigns, a 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U. S. Signal) and being the only existing communication cable located on the above described land.

All other provisions of said original Indenture, are to remain in full force and effect and all reservations, restrictions, conditions, and covenants as contained in said original Indenture shall be imposed upon the above described property the same as if said property were included in said original Indenture.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed this 10th day of April, 1970.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: [Signature]
JAMES W. WALTON
Regional Administrator, Region 7
General Services Administration
Fort Worth, Texas

WITNESSES:
[Signature]
[Signature]

-2-

CITY OF EL PASO, TEXAS

By: [Signature]
Mayor of El Paso, Texas

ATTEST:
[Signature]

(S E A L)

THE STATE OF TEXAS |
COUNTY OF TARRANT |

BEFORE ME, a Notary Public in and for Tarrant County, Texas, on this day personally appeared RAY H. BOYD, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Regional Administrator, Region 7, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act of the United States of America and of the Administrator of General Services, and that he executed the same as the act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office at Fort Worth, Texas, this 10th day of April, 1970.

[Signature]
Notary Public in and for Tarrant County, Texas

(S E A L)

SHIRLEY M. BOYD, Notary Public
in and for Tarrant County, Texas
My commission expires 5-1-72.

THE STATE OF TEXAS |
COUNTY OF EL PASO |

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared Fred W. Boyer, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Mayor of the City of El Paso, Texas, and acknowledged to me that the same was the act and deed of the City of El Paso, Texas, and that he executed the same as the act of the City of El Paso, Texas, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office at El Paso, Texas, this 9th day of March, 1970.

[Signature]
Notary Public in and for El Paso County, Texas

(S E A L)

SOLO C. GONZALES, Notary Public
in and for El Paso County, Texas
My commission expires June 1, 1971

-3-

ISSUED BY
Southwest Title
824 TEXAS AVE. - EL PASO 79901
644-3222

OWNERS POLICY OF TITLE INSURANCE
ISSUED BY
Pioneer National Title Insurance Company

a California corporation, hereinafter called the Company, for value does hereby guarantee to the herein named insured, the heirs, devisees, executors and administrators of the insured, or if a corporation, its successors by absorption, merger or consolidation, that as of the date hereof, the insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy.

The Company shall not be liable to a greater amount than the actual monetary loss of the insured, and in no event shall the Company be liable for more than the amount shown on Schedule A hereof and shall except in heretofore stated, or as may be defined in every action or proceeding on any claim against, or right to the estate or interest in the land, or any part thereof, where by the title to the estate or interest in the land is hereby guaranteed, but the Company shall not be required to defend against any claims based upon matters in any manner excepted herein by the exceptions in Schedule B hereof or excluded by Paragraph 2, "Exclusion from Coverage of this Policy," of the Conditions and Exclusions hereof. The party or parties entitled by such defense shall within a reasonable time after the commencement of such action or proceeding, and in compliance with the defense herein, give the Company written notice of the grounds of the action or proceeding, and authority to defend. The Company shall not be liable until such advance notice, claims or rights shall have been held valid for a year or longer by which relief interest may apply, and if such advance notice, claims or rights are established shall be for the full value of the estate or interest in the land, then the liability of the Company shall be only such part of the whole liability hereof as shall bear the same ratio to the whole liability that the advance notice, claims, or rights established bear to the whole estate or interest in the land, such ratio to be based on the value determined as of the date of this policy. In the absence of notice as aforesaid, the Company is released from all liability with respect to any such interest, claims or rights provided however that failure to notify shall not constitute the basis of the defense if such insured shall not be a party to such action or proceeding, nor be named with persons therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

If the title of the estate or interest in the land, the policy automatically becomes a warranty policy and the insured, the heirs, devisees, executors and administrators of the insured, or if a corporation, its successors by absorption, merger or consolidation, shall for a period of ten years from date hereof remain fully protected according to the terms hereof, but none of the purposes of one hereof shall be deemed an amount of any monetary title covered by the transfer or continuation covered by the insured covering the estate or interest in the land. The Company shall be liable under and separately only by means of a suit, claim or continuation existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Exclusions hereof, such liability not to exceed the amount of this policy.

In Witness Whereof, the PIONEER NATIONAL TITLE INSURANCE COMPANY has caused this policy to be executed by its President under the seal of the Company, and this policy to be valid only when it bears an authorized countersignature, as of the date of birth in Schedule A.

Pioneer National Title Insurance Company
By *George B. Fairbank* PRESIDENT
AND *Ray E. Sweet* SECRETARY
Commenced El Paso, Texas
SOUTHWEST TITLE COMPANY
By *Hayden Pittman* VICE PRESIDENT

1. OWNERS TITLE INSURANCE POLICY - FORM PRESCRIBED BY THE TEXAS BOARD OF INSURANCE - REV. 10-70

Owner Policy No. **EE004 11070**

SCHEDULE A

CF No. or File No. **61337** Date of Policy **January 4, 1971** Amount **\$40,000.00**
Premium **\$299.30**

Name of Insured: **CITY OF EL PASO**

1. The estate or interest in the land insured by this policy is: (see single, leasehold, easement, etc.—identify or describe)
see single

2. The land referred to in this policy is described as follows:
2.000 acres of land, more or less, out of Sections 22, 23, 26, 27, 28, 29, and 32, 33, 34, and 35, Block 89, Township 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEY, El Paso County, Texas, and being more particularly described by metes and bounds as shown in the Deed to the Assured, recorded in Book 257, Page 1394, Deed Records of El Paso County, Texas.

EL PASO COUNTY, TEXAS

Owner Policy No. **B5006 11039**

SCHEDULE B

CF No. or File No. **61337**

This policy is subject to the Conditions and Exclusions hereof, the terms and conditions of the losses or amounts insured, if any, shown in Schedule A, and to the following matters which are additional exceptions from the coverage of this policy:

- Restrictive covenants affecting the land described or referred to above.
- Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
- Taxes for the year 1971 and subsequent years.
- The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or extending said lien(s): NONE
- Transfer of minerals to TEL Oil Corporation, recorded in Book 1212, Page 153 and transferred to Texaco, Inc., recorded in Book 1667, Page 261, Deed Records of El Paso County, Texas.
- Terms and provisions of that certain Lease dated 5/22/60, recorded in Book 1541, Page 85, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Natural Gas Company covering a strip 60 feet wide over sections 29, 28, 33, 34, and 39.
- Easement dated 5/21/59, recorded in Book 1488, Page 111, Deed Records of El Paso County, Texas, from the City of El Paso to the USA over an area 230 feet wide of Sections 29, 28, 21 and 22.
- Resolution and Restrictions dated 5/20/61, recorded in Book 1593, Page 599, Deed Records of El Paso County, Texas, where the City of El Paso will convey various parcels to the Department of Water Utilities and Public Service Board.
- Easement dated 5/22/57, recorded in Book 1436, Page 576, Deed Records of El Paso County, Texas, from the Department of the Army to Pasotex Pipe Line.
- Easement dated 9/11/58, recorded in Book 1436, Page 579, Deed Records of El Paso County, Texas, from the Department of the Army to Pasotex Pipe Line.
- Easement dated 4/8/55, recorded in Book 1224, Page 335, Deed Records of El Paso County, Texas, from the Department of the Army to Standard Oil Company and transferred to Salt Lake Pipe Line Company by Transfer dated 5/13/55, recorded in Book 1290, Page 53, Deed Records of El Paso County, Texas.

12. SEE CONTINUATION SHEET ATTACHED HERETO AND MAKE A PART HEREOF.

SCHEDULES — (Continued)

No. **B5006 11039**

- Easement dated 10/14/71, recorded in Book 302, Page 601, Deed Records of El Paso County, Texas, from the City of El Paso to Chevron Pipe Line Company, over portion of Sections 32 and 33.
- Easement dated 6/23/66, recorded in Book 128, Page 1637, Deed Records of El Paso County, Texas, from the USA to El Paso Electric Company, over a portion of Section 32.
- Easements dated 2/1/62, recorded in Book 1633, Page 494, Deed Records of El Paso County, Texas, from City of El Paso to El Paso Natural Gas Company and was amended on 7/11/68, recorded in Book 215, Page 593, Deed Records of El Paso County, Texas, to El Paso Natural Gas Company, over a portion of Section 34.
- Easement dated 3/18/61, recorded in Book 1610, Page 502, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Natural Gas Company, over a portion of Section 33.
- Easement dated 12/10/59, recorded in Book 1316, Page 131, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Natural Gas Company, over a portion of Section 34.
- Easement dated 9/18/58, recorded in Book 1422, Page 123, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Natural Gas Company, over a portion of Section 34.
- Easement dated 10/4/62, recorded in Book 1790, Page 471, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Electric Company, over a portion of Section 33.
- Easement dated 2/11/71, recorded in Book 329, Page 893, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Electric Company, over a portion of Sections 33 and 38.
- Restrictions recorded in Book 1361, Page 473, Deed Records of El Paso County, Texas, dated 9/19/57, imposed by the City of El Paso, over sections 33 and 34.
- Reservation, conditions and restrictions as shown in Deed to Assured recorded in Book 257, Page 1394, Deed Records of El Paso County, Texas, dated 7/8/69.
- Any Visible and Apparent Right of Way and/or Easements for utilities and/or roads not shown filed for record.

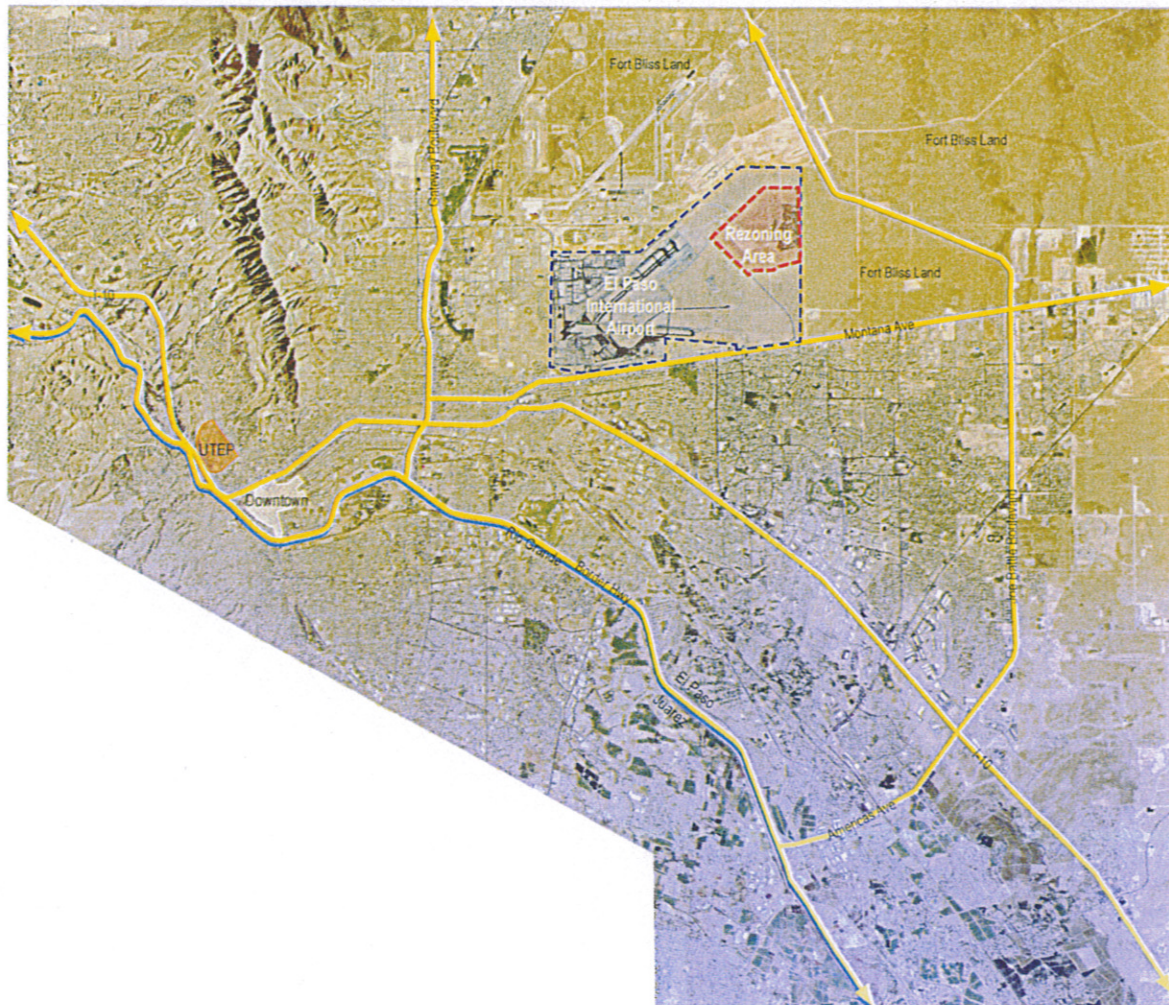
CONTEXT

This SmartCode Rezoning Application was developed in conjunction with a collaborative on-site workshop with the El Paso International Airport to design a detailed regulatory plan for implementation through the City's SmartCode, Title 21. The SmartCode enables and incentivizes walkable, mixed use, and compact places as an alternative to conventional automobile-focused, segregated-use suburban zoning standards. The plan builds from the Airport's current master planning efforts, demonstrating a more detailed urban pattern and comprehensive land-use regulation under the SmartCode as a series of special districts.

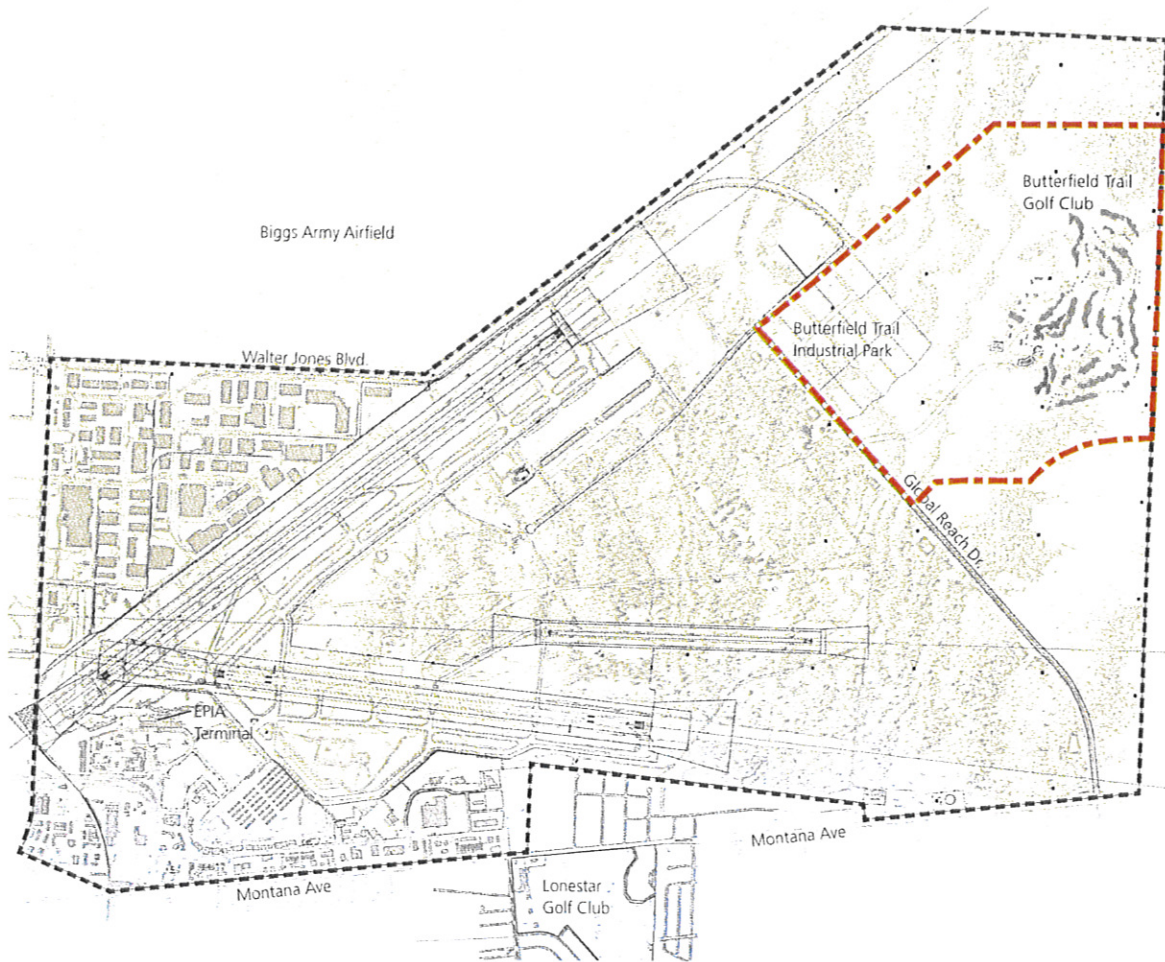
Because of the FAA limitations on use, the application area cannot provide long-term residential. This was the rationale for developing the appropriate sequence of Special Districts that permit a walkable, mixed-use, employment, light industrial and resort development in close proximity to the airport and Fort Bliss. The proposed BRT route along Montana Avenue makes this an ideal location for a major employment zone.

Section 21.10.040 requires the Title 25 Application includes:

1. Site Plan in black and white with boundary for rezoning, adjacent street names, north arrow, and legal description: **Page 4**
2. Zoning Map outlining in red the change of zoning: **Page 5**
3. Proposed Transect zone map: **Not applicable**
4. Proposed Special Districts: **Page 8**
5. Proposed Thorough network with block layout: **Page 10**

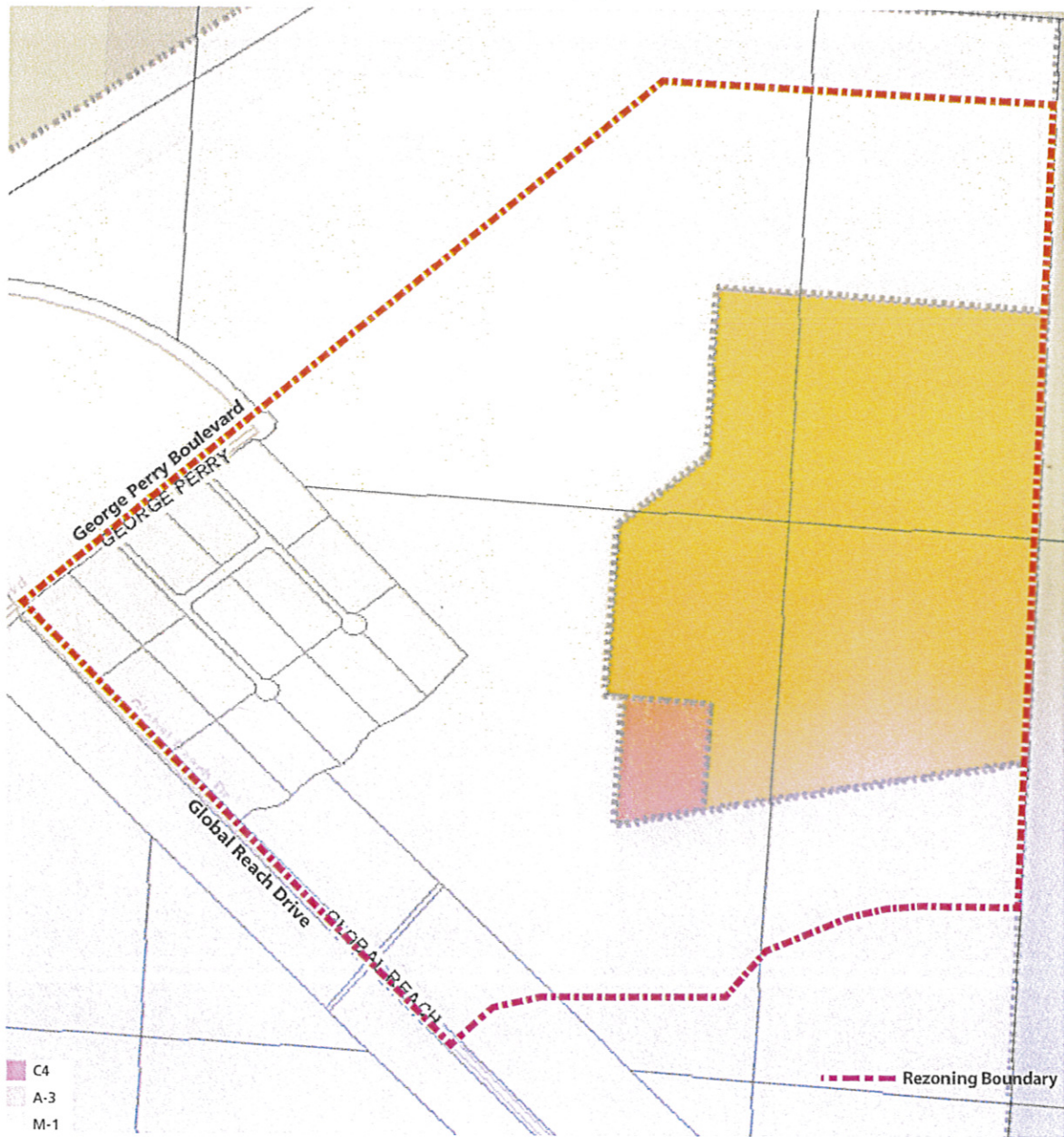


Total area for rezoning: 1,017.14 acres

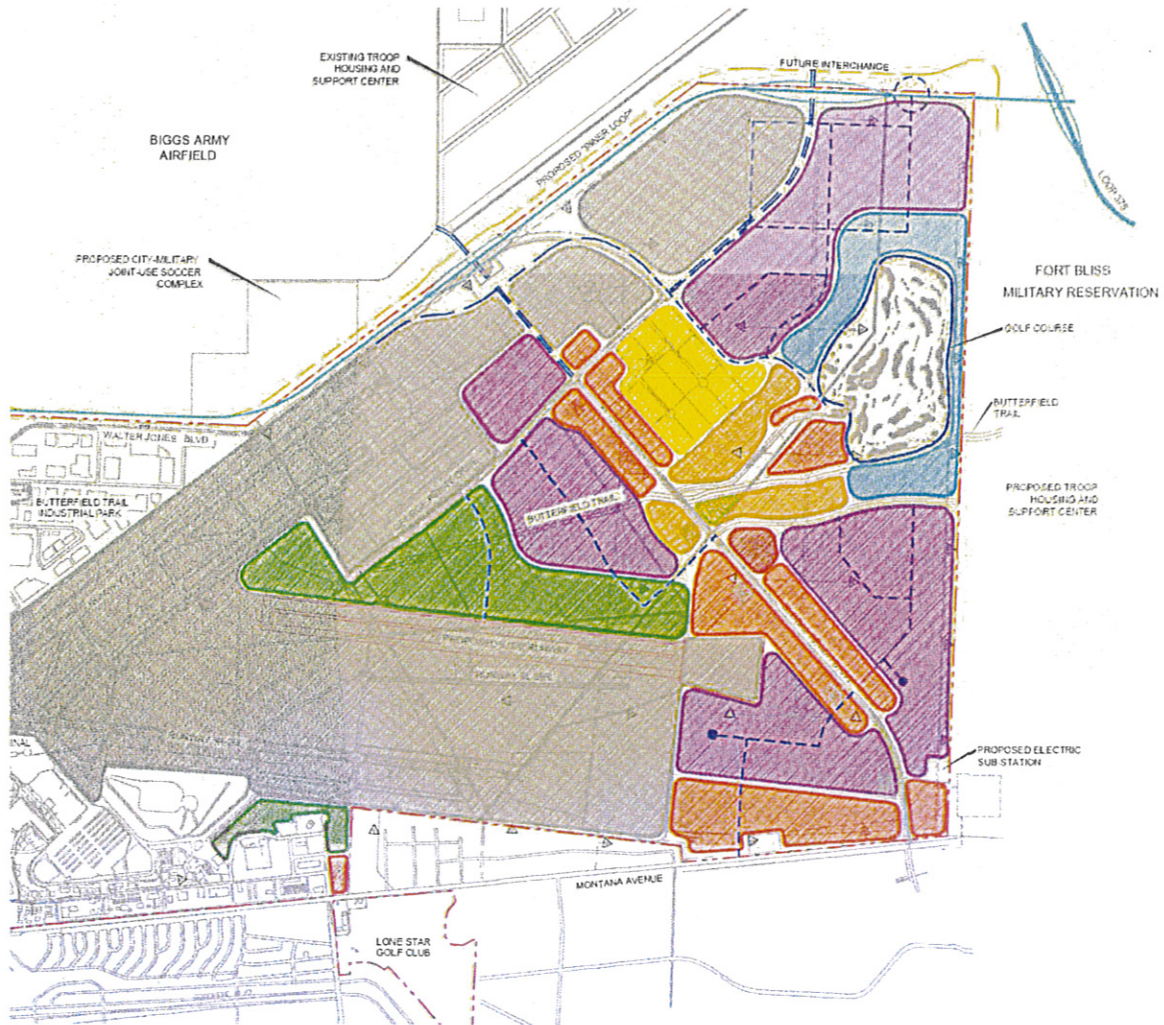


--- Rezoning Boundary
--- EPIA Boundary





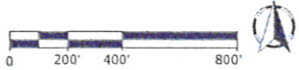
- Proposed General Aviation Uses
- Proposed Commercial / Retail Uses
- Proposed Resort Hotel Uses
- Defense Industrial Uses
- Proposed Industrial Uses
- Proposed Office Uses
- Proposed Mixed Use
- Public Park Reserve



ILLUSTRATIVE DETAIL PLAN

The greenway along Butterfield Trail and the mixed use at the corner of Global Reach Dr and George Perry Blvd were designed to illustrate how to urbanize the large parcels and heavy truck traffic required by light industry. Additional solutions were developed for the integration of the existing block structure and methods of providing pedestrian access to the existing cul-de-sacs. A possible resort was designed adjacent to the golf course. Global Reach could be augmented on the east with an access lane with slower traffic and on-street parking to make it more attractive as a pedestrian environment.

Although the FAA restricts the use of residential to lodging, the area can still be developed with good block structure and a full mix of other commercial functions shielding the larger scale industrial from walkable thoroughfares.



- T1 - Natural
- SD3 - Airport T5.1
- SD4 - Airport T5.2
- SD5 - Airport Science & Technology

- Rezoning Area
- Existing Wells
- Pedestrian Sheds
- Network Pedestrian Sheds



Illustrative Plan area

Scale: 1" = 250'



Community Type	SD3 Airport T5.1		SD4 Airport T5.2		SD5 Airport ST		T1	Total Acres
	Acres	% of Total	Acres	% of Total	Acres	% of Total		
AED REQUIRED				50% max.		80% max.		80 - 160
1: AED			44.62	35.91%	79.65	64.09%		124.27
2: AED			38.31	39.57%	58.5	60.43%		96.81
3: AED			53.34	24.05%	73.18	73.51%		126.52
4: AED			53.18	32.65%	109.7	67.35%		162.88
ARD REQUIRED		80% max.		50% max.				80 - 160
5: ARD	71.2	77.35%	20.85	22.65%				92.05
6: ARD	67.65	64.03%	21.58	20.42%				105.66
7: ARD	61.52	73.43%	22.26	26.57%				83.78

Total Acres: 1,017.14

Net Site Area: 697.4 acres

Warrant requested for AED 4; Exceeds the 160 acre max by 1.8% due to constraints of existing thoroughfares and platting.

Existing Butterfield Trail Golf Course is not included in a Pedestrian Shed since it functions as a Civic District for the City.



Scale: 1" = 250'



CIVIC SPACE	TYPE	AREA	PERMITTED AREA
1.2	SQUARE	4.74 AC	.5 - 5 ACRES
GC	EXISTING GOLF COURSE	246.21 AC	NA
2.1	GREEN	5.52 AC	.5 - 8 ACRES
3.1	SQUARE	3.56 AC	.5 - 5 ACRES
4.1	PLAZA	1.52	.25 - 2 ACRES
4.2	GREEN	2.7 AC	.5 - 8 ACRES
4.3	PLAZA	1.79 AC	.25 - 2 ACRES
4.4	SQUARE	2.00	.5 - 5 ACRES
5.1	PARK - HISTORIC TRAIL SPECIAL DISTRICT	18.84 AC	>15 ACRES
5.2	PLAZA	.35 AC	.25 - 2 ACRES
6.1	SQUARE	2.69 AC	.5 - 5 ACRES
6.2	PARK - HISTORIC TRAIL	13.7 AC	8 - 15 ACRES
7.1	PLAZA	.29 AC	.25 - 2 ACRES
7.2	PARK - HISTORIC TRAIL SPECIAL DISTRICT	48.7 AC	>15 ACRES

PEDESTRIAN SHED	TOTAL ACRES	CIVIC ACRES	PERCENTAGE	REQUIRED
1	124.27	4.74	3.8%	2.5%
2	96.81	5.52	5.7%	2.5%
3	126.52	3.56	2.8%	2.5%
4	162.88	8.02	4.9%	2.5%
5	92.05	19.19	20.8%	5.0%
6	105.66	16.39	15.5%	5.0%
7	83.78	17.2	29.4%	5.0%

21.30.050 C.1. Compliant with civic space 5% minimums per pedestrian shed.
 21.30.050 C.4. Compliant with main civic space requirement with 800' of center of pedestrian shed.

21.30.050 C.6. Compliant with thoroughfare fronting 50% of space. *Warrant requested for 4.1, 4.2, and 4.3 because the passage performs a major connectivity function and serves as a thoroughfare in this existing condition.*

21.30.050 C.7. Compliant with Civic Space not exceeding 50% of a special district.



Scale: 1" = 250'




THOROUGHFARE NETWORK

21.80.220 Table 16.c. Compliant with Block Size for Airport Special Districts.

Warrant requested for 2 blocks in ARD 5: Perimeters exceed 2,400' due to constraints of existing well, preservation of Butterfield Trail, and location of existing access road to Golf Club. These are essentially edge conditions as discussed in 21.30.070.A.5. "Block perimeter at the edge of the development parcel shall be subject to approval by warrant, if the deviation allowed by the warrant is no more than twenty percent from the standard specified in... Table 16.c."

SD ZONE	MAXIMUM BLOCK PERIMETER PERMITTED	WARRANT #1	WARRANT #2
SD3	2,400 FEET	2,529 FEET OR 5.38%	2,814 FEET OR 17.25%
SD4	3,000 FEET		
SD5	4,000 FEET		



Scale: 1" = 250' 

SPECIAL REQUIREMENTS

- 21.30.090 A.1. Compliant with B-Grid limitation of 30% per pedestrian shed. There are no limitations on amount of B-Grid in SD5.
- 21.30.090 A.2. Utilizing Mandatory Retail Frontage.
- 21.30.090 A.7. Utilizing Mandatory Cross Block Passages for block perimeter reduction. Permitted under 21.80.220 *.



- Mandatory Retail Frontage
- - - A-Grid
- - - Mandatory Cross Block Passage

Scale: 1" = 250'





Date: April 13, 2011
To: Honorable Mayor and City Council
Joyce Wilson, City Manager
From: Melissa Granado, Senior Planner
Subject: PZRZ11-00015

The City Plan Commission (CPC) meeting is scheduled for May 05, 2011. Recommendation is pending.

Attachment: Staff Report

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susannah M. Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Rachel Quintana

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Beto O'Rourke

City Manager
Joyce A. Wilson





City of El Paso – City Plan Commission Staff Report

Case no: PZRZ11-00015
Application Type: Rezoning
CPC Hearing Date: May 05, 2011
Staff Planner: Melissa Granado, (915) 541-4730, granadom@elpasotexas.gov

Location: South of George Perry Boulevard and east of Global Reach Drive
Legal Description: A portion of Lots 1 and 2, Block 2, Butterfield Trail Aviation Park Unit One, all of Butterfield Trail Aviation Park Unit Three, and portions of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas

Acreage: 1,036.95 acres
Representative District: 2
Present Zoning: M-1 (Light Manufacturing), C-4 (Commercial), A-3 (Apartment)
Present Use: Vacant / Golf course
Proposed Zoning: SCZ (SmartCode Zone)
Proposed Use: Special districts AED (Airport Employment Development) and ARD (Airport Resort Development)

Property Owner(s): City of El Paso
Representative(s): City of El Paso

SURROUNDING ZONING AND LAND USE

North: M-1 (Light Manufacturing)/Vacant, Fort Bliss
South: M-1 (Light Manufacturing)/Vacant
East: Vacant, Fort Bliss
West: M-1 (Light Manufacturing)/Vacant, Airport

The Plan for El Paso Designation: Industrial (East Planning Area)
Nearest park: Fort Bliss Soccer Complex (1.73 miles)
Nearest school: Milam Elementary (2.25 miles)

NEIGHBORHOOD ASSOCIATIONS

El Paso Central Business Association

NEIGHBORHOOD INPUT

None

APPLICATION DESCRIPTION

The request is to rezone from A-3 (Apartment), C-4 (Commercial) and M-1 (Light Manufacturing) to SCZ (SmartCode Zone) to allow SmartCode development; specifically two special districts for the El Paso International Airport. The property is 1,036.95 acres in size and is largely vacant, with a portion being used as the Butterfield Trail Golf Club. The regulating plan proposed two special districts, AED (Airport Employment Development) and ARD (Airport Resort Development).

PZRZ11-00015

May 05, 2011

Development) and ARD (Airport Resort Development).

PLANNING & ECONOMIC DEVELOPMENT – PLANNING DIVISION RECOMMENDATION

The Planning Division recommends **approval** of this request for rezoning from A-3 (Apartment), C-4 (Commercial), and M-1 (Light Manufacturing) to SCZ (SmartCode Zone).

The Plan For El Paso – City-wide Land Use Goals

All applications for rezoning shall demonstrate compliance with the following criteria:

- a. Goal: develop a balanced and complete community which contains a mix of land uses and densities, housing types and styles, economic development, job opportunities, educational opportunities and outlets for social and cultural expression.
- b. Goal: preserve, protect, and enhance the integrity, economic vitality and livability of the City's neighborhoods.
- c. Goal: provide a pattern of commercial and office development which best serves community needs and which complements and serves all other land uses.

CITY PLAN COMMISSION OPTIONS

The City Plan Commission may consider the following options and additional options that it identifies when reviewing the change of zoning application:

1. Recommend approval of the application finding that the rezoning is in conformance with the review criteria of The Plan for El Paso as reflected in CPC report or other criteria that the CPC identifies from the Plan.
2. Recommend approval of the application with modifications to bring the rezoning into conformance with the review criteria in The Plan for El Paso as reflected in CPC report or other criteria from the Plan as identified by the CPC.
3. Deny the application finding that the rezoning does not conform to the review criteria in The Plan for El Paso as reflected in CPC report or other criteria identified from the Plan by the CPC.

Engineering & Construction Management - Building Permits and Inspections Division:

No comments received.

El Paso Department of Transportation:

No comments received.

Fire Department:

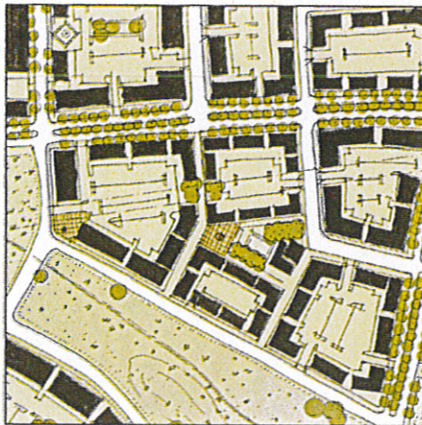
No comments received.

El Paso Water Utilities:

No comments received.

LIST OF ATTACHMENTS

1. EPIA SmartCode regulating plan



EL PASO INTERNATIONAL AIRPORT

TITLE 21 APPLICATION

El Paso, Texas

March 2011

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METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lots 1 and 2, Block 2, Butterfield Trail Aviation Park Unit One and all of Butterfield Trail Aviation Park Unit Three and portions of Sections 22, 23, 26 and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument lying North 45°41'01" East a distance of 10.06 from the centerline intersection of George Perry Blvd. and Walter Jones Blvd. from which an existing brass disk city monument at the centerline intersection of George Perry Blvd. and Picacho Pass Drive bears South 45°41'01" West a distance of 621.77 feet; Thence leaving the centerline of George Perry Blvd. South 44°18'58" East a distance of 110.00 feet to a point on the termination of Walter Jones Blvd. as referenced in Butterfield Trail Aviation Park Unit One for the "TRUE POINT OF BEGINNING".

Thence along said line North 45°41'02" East a distance of 117.94 feet to a point of curve;

Thence 78.54 feet along the arc of a curve to the right which has a radius of 50.00 feet a central angle of 89°59'56" a chord which bears North 00°41'02" East a distance of 70.71 feet to a point;

Thence North 45°41'01" East a distance of 3806.94 feet to a point;

Thence North 89°06'02" East a distance of 3492.97 feet to a point;

Thence South 00°56'45" East a distance of 6587.30 feet to a point;

Thence South 89°02'58" West a distance of 533.55 feet to a point of curve;

Thence 968.81 feet along the arc of a curve to the left which has a radius of 2377.00 feet a central angle of 23°21'09" a chord which bears South 77°22'23" West a distance of 962.12 feet to a point;

Thence South 65°41'49" West a distance of 645.72 feet to a point;

Thence South 38°53'31" West a distance of 516.80 feet to a point;

Thence South 87°25'17" West a distance of 1514.94 feet to a point;

Thence South 77°00'34" West a distance of 470.45 feet to a point;

Thence South 45°44'06" West a distance of 604.45 feet to a point on the northerly right of way line of Global Reach Boulevard;

Thence along said right of way line North 45°12'53" West a distance of 4845.18 feet to a point of curve;

Thence 69.29 feet along the arc of a curve to the right which has a radius of 45.00 feet a central angle of 88°13'00" a chord which bears North 01°06'23" West a distance of 62.64 feet to a point on the easterly right of way line of George Perry Boulevard;


Thence along said right of way line 584.06 feet along the arc of a curve to the right which has a radius of 12,478.94 feet a central angle of 02°40'54" a chord which bears North 44°20'34" East a distance of 584.01 feet to a point;

Thence along said right of way line North 45°41'01" East a distance of 1811.90 feet to a point of curve;

Thence 78.54 feet along the arc of a curve to the right which has a radius of 50.00 feet a central angle of 90°00'00" a chord which bears South 89°18'59" East a distance of 70.71 feet to a point on the termination of George Perry Blvd. as referenced on Butterfield Trail Aviation Park Unit One;

Thence along said line North 45°41'02" East a distance of 62.06 feet to the "TRUE POINT OF BEGINNING" and containing 45,169,703 Square Feet or 1036.95 acres of land more or less.

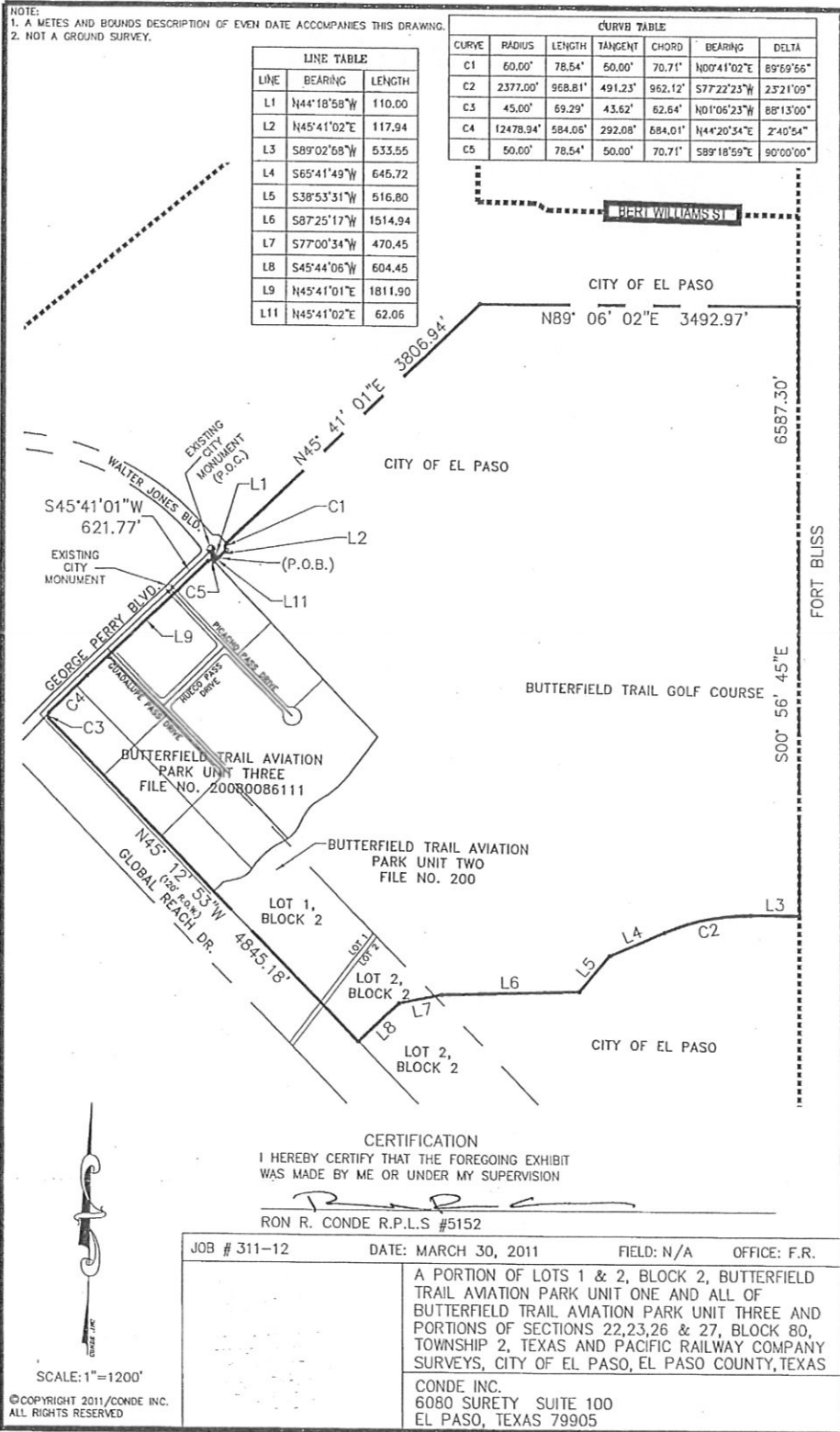
Note: Not a ground survey, Bearings basis is per plat of Butterfield Trail Aviation Park Unit Three recorded in Clerk's file No. 20080086111, Real property records of El Paso County, Texas

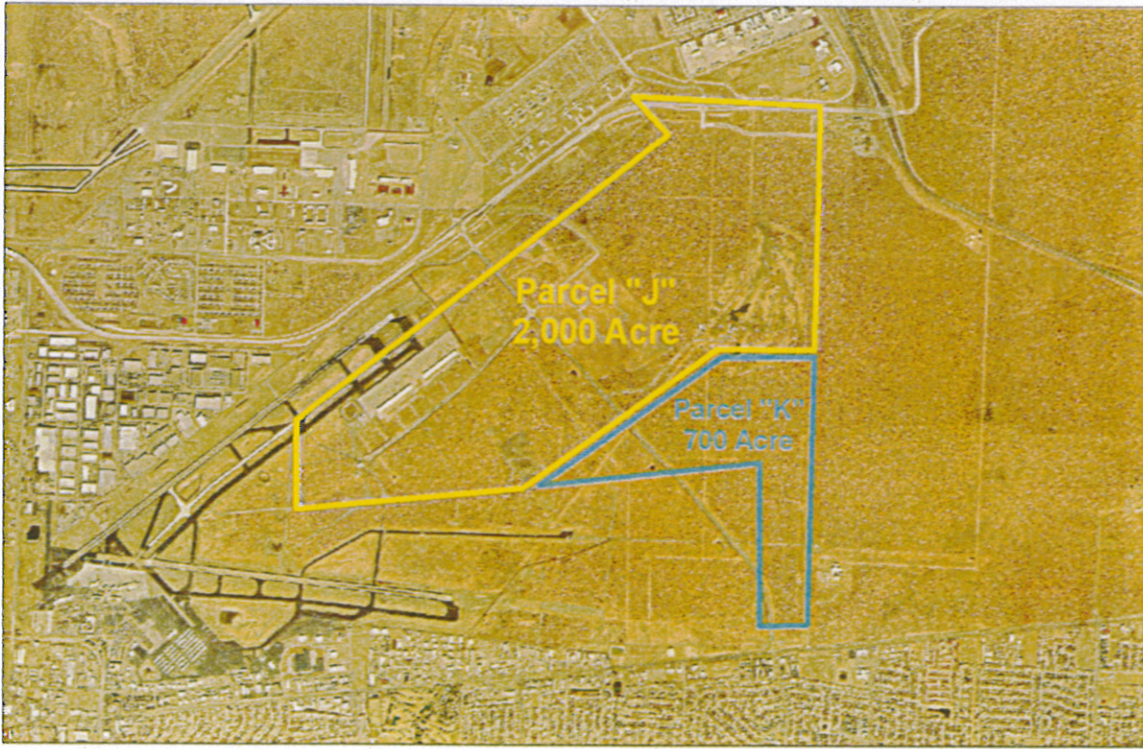

Ron R. Conde
R.P.L.S. No. 5152



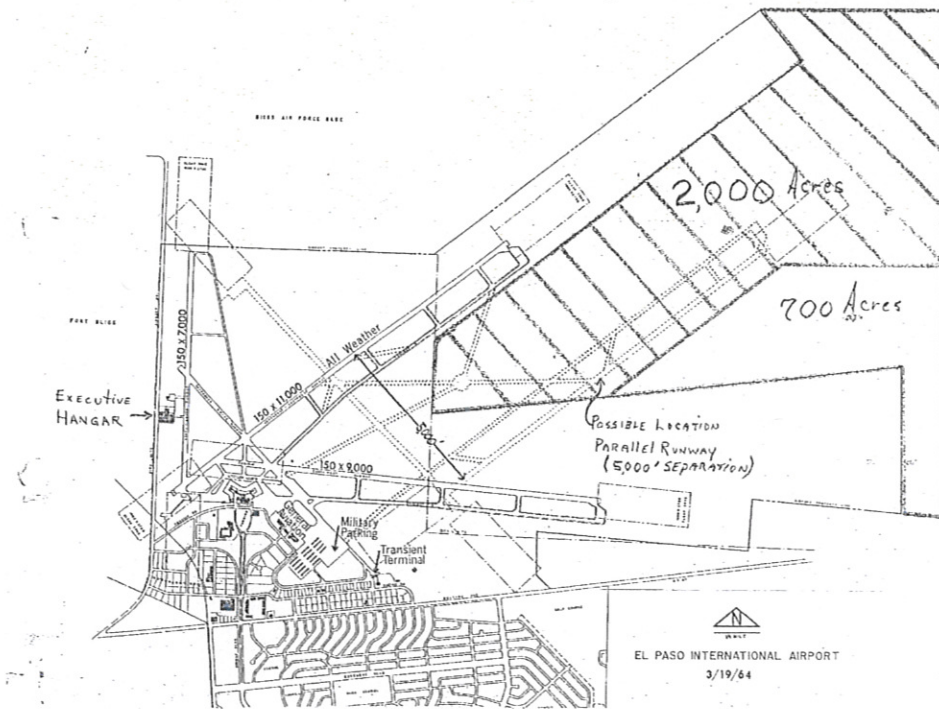
36 # 311-12

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE, SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283





SUBJECT PARCELS



1964 PLAT



INDEMNITY

STATE OF TEXAS
COUNTY OF EL PASO

97458

1. THIS INDEMNITY, made this the 29th day of July, 1969, between the UNITED STATES OF AMERICA, hereinafter sometimes called "Government", acting by and through the Administrator of General Services, under and pursuant to the powers and authority of Article 4, Section 3, Clause 2 of the Constitution of the United States, and the provisions of the Federal Property and Administrative Services Act of 1949, approved June 20, 1949 (62 Stat. 377), as amended, and the Surplus Property Act of 1946 (60 Stat. 763), as amended, and regulations and orders promulgated thereunder, party of the first part, as grantor, and City of El Paso, a municipality created, operating and existing under and by virtue of the laws of the State of Texas, party of the second part as grantee.

2. WHEREAS, that the said grantor, for and in consideration of the assumption by the grantee of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenants to abide by, and its agreement to, certain other reservations, restrictions and conditions, all as set out hereinafter, has received, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the grantee, its successors and assigns, without warranty, express or implied, under and subject to the reservations, restrictions, conditions and exceptions, all as hereinafter expressed and set out, all right, title, interest, claim and demand which the grantor has in and to that certain property situated, lying and being in the County of El Paso, State of Texas, and described as follows:

2. Acquisition

4. Land

A tract of land situated in the County of El Paso, State of Texas, being part of Sections 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35, Block 22, Township 2, more particularly described by metes and bounds on the West Alice Local Base Grid as follows:

Starting at a concrete monument marking the corner corner to Section 13, 34, 21 and 22, Block 22, Township 2, El Paso County, Texas, thence south 61° 32' 00" east, a distance of 1731.07 feet to a point on the north line of a strip of land previously deeded to the City of El Paso, Texas, for the extension of the I-10, E-W runway of the International Airport; thence north 89° 51' 37" east, along the north line of said strip a distance of 1061.08 feet to a pipe set in concrete, marking the northeast corner of said strip of land previously deeded to the City, and the point of beginning of subject area, said point being in Section 22; thence north 89° 51' 37" east, along the north line of subject area, a distance of 1099.82 feet to a point in Section 23; thence south 90° 59' 51" east, along the east line of subject area, a distance of 6711.20 feet to a point; thence west 2993.19 feet to a point; thence south 40° 59' 10" west, 212.22 feet to a point on the north line of a tract of land previously deeded to the City of El Paso, Texas, for the extension of the I-10 runway of the International Airport, said line being the south line of the tract herein described; thence south 62° 21' 18" west, along the south line of subject area, a distance of 6779.61 feet to a pipe set in concrete marking the SE corner of said tract previously deeded to the City of El Paso, said point also being on the east line of the International Airport and in Section 23; thence north 69° 21' 42" west, along the west line of the International Airport and the west line of subject area, a distance of 4124.35 feet to a pipe set in concrete on the north line of the International Airport, said point being in Section 23; thence south 61° 01' 50" west, along

the west line of the strip of land previously deeded to the City of El Paso, Texas, for the extension of the I-10, E-W, runway of the International Airport, a distance of 2906.01 feet, to a pipe set in concrete, marking the southeast corner of said strip, said point being in Section 24; thence north 40° 56' 10" east, along the southeast line of said strip, and the northeast line of subject area, a distance of 13,512.73 feet to a pipe set in concrete, marking the southeast corner of said strip deeded to the City of El Paso for the I-10 runway extension, said point being in Section 24; thence north 40° 01' 59" west, along the southeast line of said strip previously deeded to the City of El Paso, a distance of 2056 feet to a pipe set in concrete, and the point of beginning of subject area, containing 2,003 acres of land, more or less.

WHEREAS, however, to the United States and its agents, a 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Position (Unit 6100) and being the only existing communication cable located on the above described land.

4. Improvements

None

The foregoing is conveyed as accretional use property, which has been determined essential, suitable, desirable or practically necessary to fulfill the immediate and foreseeable requirements of the grantee for the development, improvement, operation or maintenance of the airport.

5. This conveyance is subject to existing easements for public roads and highways, public utilities, railroads and pipelines, including but not limited to those listed as follows:

Type and Location	Section	Owner	Area and Duration	Purpose
50-year Easement	-	Feasotec Pipe Line Co.	18.22 Ac. 5-22-67	Right-of-Way 6" pipe line
" " "	DE-29-005-Eng-1628	Southern Pacific Pipe Lines, Inc.	13.27 Ac. 10-3-55	Right-of-Way 6-5/8" petroleum products pipe line
" " "	DE-29-005-Eng-2156	El Paso Natural Gas Co.	26.99 Ac. 11-25-61	Right-of-Way 16" pipe line

257 1394

257 1355

4. Non-agricultural Zone.

5. WHEREAS, all the property hereby conveyed has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

6. TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto hereunto or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the Grantor, either in law or in equity and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behalf of the Grantee, its successors and assigns forever.

7. NOW THEREFORE, by the acceptance of this Indenture on any rights hereunder, and as a part of the consideration for this Indenture, the Grantee, for itself, its successors and assigns, agrees that the transfer of all the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (a), (b), and (c) of this paragraph, which shall run with the land:

(a) This, except as provided in subparagraph 1 of enclosed paragraph 8, the property transferred by this instrument shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph C of the enclosed paragraph 8. As used in this instrument, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes.

(b) That, except as provided in subparagraph 2 of enclosed paragraph 8, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, an amended, and Federal Aviation regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to ensure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the Federal Aviation Administrator or his successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land when have outlived their use as airport property in the opinion of the Federal Aviation Administrator or his successor in function.

(c) That (1) the program for or in connection with which this Indenture is made will be conducted in compliance with, and the Grantee, its successors and assigns will comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this Indenture (a) CFR Subject 41-6.71 issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, acknowledge for himself the same obligations as those imposed upon the Grantee, its successors and assigns by this covenant, and (b) furnish the original of such agreement to the Federal Aviation Administration, or his successor, upon his request therefor. This covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantee and enforceable by the Grantee or his successor, the Grantee, its successors and assigns.

8. WHEREBY, by the acceptance of this Indenture, on any rights hereunder, the Grantee for itself, its successors and assigns, also agrees the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs A through F, inclusive, of this paragraph, which shall run with the land hereunder, that the property transferred hereby was to be used for public airport purposes and that any such subsequent transferee accepts all the obligations imposed upon the Grantee by the provisions of this instrument.

A. That no property transferred by this instrument shall be used, leased, sold, subleased, or disposed of by the Grantee for other than the airport purposes without the written consent of the Federal Aviation Administrator. The term "property" as used herein is deemed to include revenues or proceeds derived therefrom.

B. Property transferred for the development, improvement, operation or maintenance of airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discriminatory conditions, in furtherance of this covenant (but without limiting its general applicability) and effect) the Grantee specifically agrees (1) that it will keep the airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes, provided, that the Grantee may establish such rates, terms, and unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided, further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. (2) That in its operation and the operation of facilities on the airport, neither it nor any person or organization occupying space or facilities thereon, will discriminate against any person on basis of reasons of race, color, creed, or national origin in the use of any of the facilities provided for the public at the airport. (3) That in any operation, contract, lease, or other arrangement under which a right or preference at the airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for purposes reserved to the public at the airport, the Grantee will insert and enforce provisions reserving the contract (a) to furnish such service on a fair, equal and non-discriminatory basis to all users thereof, and (b) to reserve, define, determine and not subject to discriminatory prices for such use; for example, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (4) That the Grantee will not exercise or grant any right or preference which would

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operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on his own aircraft with his own employees (including, but not limited to, maintenance and repair) that it may choose to perform. (3) That in the event the Grantee should acquire any of the rights and privileges referred to in subsection (2) above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of such subsection (2) of this paragraph 4b.

C. The Grantee will not grant or permit any exclusive right for the use of the airport at which the property described herein is located which is forbidden by Section 226 of the Federal Aviation Act of 1958, as amended, by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the airport including, but not limited to, charter flights, pilot training, aircraft rental and maintenance, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales, and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity. The Grantee further agrees that it will terminate as soon as possible and no later than the earliest practical, construction, or operation date specified in the certificate, any exclusive right existing at any airport owned or controlled by the Grantee and that, hereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of transportation products and supplies on any service of a nonaeronautical nature or to obligate the Grantee to furnish any particular nonaeronautical service at the airport.

D. The Grantee shall, insofar as it is within its power and to the extent reasonable, actively and protect the careful approach to the airport. The Grantee will, either by the application or extension of easements or other interests in or rights for the use of land adjacent to the airport and easement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the airport, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire, property interest permitting it to so control the use and the surface of the land. Insofar as is within its power and to the extent reasonable the Grantee will take action to protect the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and take-off of aircraft.

E. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Federal Aviation Administration, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for airport purposes. Provided, that nothing contained herein shall be construed to require that the airport be operated for aeronautical uses during emergency periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, reconstruction or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

F. That the Grantee will make available all facilities at the airport at which the property described herein is located or developed with Federal aid and all those facilities for the landing and taking off of aircraft in the United States at all times, without charge, for use by aircraft of any agency of the United States in excess with other aircraft, except that if the use by aircraft of any agency of the United States in excess with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used may be charged, and unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the using Federal agency, substantial use of an airport by United States aircraft will be considered to exist when operations of such aircraft are excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that (1) either five (5) or more aircraft of any agency of the United States are regularly based at the airport or on land adjacent thereto, or (2) the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of any agency of the United States is 300 or more, or (3) the gross accumulative weight of aircraft of any agency of the United States using the airport (the total movements of such Federal aircraft multiplied by weight thereof) is in excess of five million pounds.

G. That during any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the Government shall have the right to take exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession. Provided, further that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvements to the airport made without United States aid and never owned by the United States.

H. The Grantee does hereby release the Government, and will take whatever action may be required by the Federal Aviation Administration to assure complete release of the Government from any and all liability the Government may be under for restoration or other damage when any lease or other agreement involving the use by the Government of the airport, or part thereof, owned, controlled, or operated by the Grantee, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used. Provided, that no such release shall be construed as depriving the Grantee of any right it may otherwise have to receive reimbursement or repair of public airports hereafter or hereafter substantially damaged by any Federal agency.

I. What whenever so requested by the FAA, Grantee will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such as those of the property described herein or rights in buildings on the airport at which the property described herein is located, as the FAA may consider necessary or desirable for construction or Federal occupancy of space or facilities for such purpose, and the Grantee will make available such space or any portion thereof for purposes provided herein within four (4) months after receipt of written request from the FAA, if such area or will be available.

J. The Grantee will: (1) furnish the FAA with annual or special airport financial and operational reports as may be reasonably requested with certain forms furnished by the FAA or in such manner as it effects to meet the statistical data are furnished, and (2) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA the airport, at which the property described herein is located, and all airport records and

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documents affecting the airport, including deeds, leases, agreements and any agreements, regulations, and other instruments, and will furnish to the FAA a true copy of any such document which may be reasonably requested.

K. And, that the Grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth herein unless by such transaction the obligation to perform or comply with all such covenants and conditions is assumed by another public agency owned by the FAA to be eligible as a public agency as defined in the Federal Airport Act of 1946, or amended, to assume such obligations and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to insure that such airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

L. And, that the Grantee will keep up to date at all times an airport layout map of the airport at which the property described herein is located showing: (a) the boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (c) the location of all existing and proposed navigation areas and of all existing improvements thereon and areas thereon and such airport layout map and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, whose approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout map, and the Grantee will not make or permit the making of any change or alteration in the airport or any of its facilities other than in conformity with the airport layout map as so approved by the FAA, if such change or alteration might adversely affect the safety, utility, or efficiency of the airport.

M. And, that if at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the airport property, described herein, the existence of which creates an undue risk of interference with the operation of the airport or the performance of compliance with covenants and conditions set forth herein, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

N. That in the event that any of the aforesaid terms, conditions, covenants, or restrictions are not met, observed, or complied with by the Grantee or any subsequent transferee, whether caused by the legal ineligibility of said Grantee or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the Grantee, on any portion thereof, shall at the option of the Grantee revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Federal Aviation Administration, or its successor in function, unless within said sixty (60) days such demand or violation shall have been cured and all such terms, conditions, covenants and restrictions shall have been met, observed, or complied with, in which event such reversion shall not occur and title, right of possession, and all other rights transferred herein, except such, if any, as shall have previously reverted, shall remain vested in the Grantee, its transferees, successors and assigns.

O. That if the construction or observance of any of the aforesaid covenants and restrictions recited herein as covenants or the application of the same to covenants in any particular instance is held invalid, the particular reservation or restriction in question shall be construed in favor of being as effective upon the breach of which the Government may exercise its option to acquire the title, interest, right of possession, and all other rights transferred to the Grantee,

or any portion thereof, in favor of it, and the application of such reservation or restriction as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

P. Provided, however, that this Indenture is made and accepted upon the following condition subsequent, which shall be binding upon and enforceable against the Grantee, its successors and assigns: The program for or in connection with which this Indenture is made shall be conducted in compliance with, and the Grantee, its successors and assigns is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Federal Bureau of Investigation as in effect on the date of this Indenture (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, and the Grantee, its successors and assigns shall promptly take and continue to take such action as may be necessary to comply with this condition. In the event of any breach of this condition, regardless of the cause of such breach, all right, title and interest in and to the above described property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States upon demand made in writing by the Federal Aviation Administration, or his successor in function. In such event the United States shall have the immediate right of entry upon said property, and the Grantee, its successors and assigns shall forfeit all right, title and interest in said property and in any and all of the interests, benefits, and appurtenances thereto hereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to such property to the United States. The failure of the Federal Aviation Administration, or his successor in function, to insist upon complete performance of this condition in any one or more instances shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the party of the first part has caused this Indenture to be executed in its name and on its behalf the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

John M. McE...
John M. McE...
Regional Administrator, Region 7
Federal Service Administration
Fort Worth, Texas

STATE OF TEXAS
COUNTY OF TARRANT

PERSONALLY APPEARED before me, Shirley M. Thomas, a Notary Public in and for said County and State, the within and above signed and subscribed person and known to be the person described in and who executed the foregoing Indenture on behalf of the United States of America, and acknowledged that he, with authority so to do, signed and delivered the foregoing Indenture on the day and year therein mentioned as the free act and deed of the United States of America.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this ... day of ... 1969.



Shirley M. Thomas
SHIRLEY M. THOMAS, Notary Public
in and for Tarrant County, Texas
My commission expires 6-1-71.

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EL PASO COUNTY

THE STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS: COUNTY OF EL PASO I

That the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (51 Stat. 377, 40 U.S.C. § 471 et seq.), as amended, and rules, orders and regulations issued pursuant thereto, for and in consideration of the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) to it duly paid by the CITY OF EL PASO, TEXAS, a body politic organized and existing under the laws of the State of Texas, (hereinafter sometimes called "Grantee"), the receipt of which is hereby acknowledged, does by these presents bargain, sell, grant and convey, without warranty express or implied, and under and subject to the exceptions hereinafter set forth, unto the said Grantee, the CITY OF EL PASO, TEXAS, its successors and assigns, the following described property, to-wit:

Being a tract of land located in Sections 26, 27, 28, 33, 34, and 35, Block 80, Township 2 of the T & P Railway Survey in El Paso County, Texas, and being more particularly described as follows:

Beginning at a 3" iron pipe found in Section 35, Block 80, Township 2 of the T & P Railway Survey. Said iron pipe bears north 81° 10' 16" east, 260.4 feet and north 0° 59' 41" west, 968.21 feet from a pipe at the intersection on the north line of U. S. Highway 28-150 and the line between Sections 28 and 33 in said Block 80; THENCE north 0° 59' 41" west, 2218.55 feet; THENCE south 82° 21' 11" west, 7412.65 feet; THENCE north 49° 38' 10" east to 2607.8 feet to a point on the line between Sections 27 and 28 in said Block 80 which bears south 1° 11' 14" east, 4902.1 feet from a concrete monument at the corner common to Sections 21, 22, 27 and 28 in said Block 80; THENCE containing a total distance of 7204.82 feet; THENCE north 82° 21' 11" east, 3190.91 feet; THENCE south 0° 59' 41" east, 8218.94 feet; THENCE north 88° 43' 15" west, 1341.8 feet to the place of beginning and containing 700 acres, more or less.

RESERVED, however, to the United States and its assigns, a 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Number (U. S. Signal) and being the only existing communication cable located on the above described property.

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EL PASO INTERNATIONAL AIRPORT

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The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

This conveyance is subject to existing easements for public roads and highways, public utilities, railroads and pipe lines, including but not limited to:

- 1. A 50-year Right-of-Way Easement for an 8" pipe line covering 14.22 acres granted to the Pasotex Pipe Line Company 5-22-37;
2. A 50-year Right-of-Way Easement No. DA-29-503-Eng-1638 for an 8-5/8" petroleum products pipe line covering 13.22 acres granted to the Southern Pacific Pipe Lines, Inc., 10-3-53;
3. A 50-year Right-of-Way Easement No. DA-29-503-Eng-1136 for a 16" pipe line covering 24.56 acres granted to the El Paso Natural Gas Company 11-20-61.

Said property transferred hereby was duly declared to be surplus and was assigned to the Administrator of General Services for disposal pursuant to said Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 11th day of June, 1970.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: [Signature]
JAY H. BOLTON
Regional Administrator, Region 7
General Services Administration
Fort Worth, Texas

WITNESSES:

[Signature]
[Signature]

THE STATE OF TEXAS I
COUNTY OF TARRANT I

BEFORE ME, a Notary Public, in and for Tarrant County, State of Texas, on this day personally appeared JAY H. BOLTON, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Regional Administrator of General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services, and that he executed the same as the act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 11th day of June, 1970.



[Signature]
Notary Public in and for Tarrant
County, Texas

STANLEY H. RICHARD, Notary Public
in and for Tarrant County, Texas
My commission expires 8-1-71.

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AMENDMENT TO INSTRUMENT

This agreement, made and entered into by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), the Surplus Property Act of 1944 (58 Stat. 755), as amended, and applicable rules, regulations and orders promulgated thereunder, Party of the First Part, GRANTEE, and the CITY OF EL PASO, TEXAS, a municipality created, operating and existing under and by virtue of the laws of the State of Texas, Party of the Second Part, GRANTEE;

WITNESSETH:

THAT, WHEREAS, an Indenture was entered into, dated July 8, 1969, between the Parties hereto, said Indenture being filed for record on July 11, 1969, and duly recorded in the Deed Records of El Paso County, Texas, in Book 257, Page 1394, reference being hereto made to said Indenture for all purposes; and,

WHEREAS, it has been determined that the description contained in Paragraph 3, Approximate A. Land did not correctly describe the property intended to be conveyed by said Grantor to the said Grantee.

NOW, THEREFORE, for the consideration expressed in said original Indenture, said original Indenture is hereby amended in the following respects and in these only: Paragraph 3. A. is deleted in its entirety and the following substituted in its stead:

3. Approximate

A. Land

A tract of land situated in the County of El Paso, State of Texas, being part of Sections 22, 23, 25, 27, 28, 29, 31, 33, 34, and 35, Block 83, Township 2, more particularly described by metes and bounds on the Fort Bliss Local Plane Grid as follows:

Starting at a concrete monument marking the corner common to Sections 15, 16, 21 and 22, Block 83, Township 2, El Paso County, Texas, thence south 01° 12' 04" east, a distance of 1335.07 feet to a point on the north line of a strip of land previously deeded to the City of El Paso, Texas, for the extension of the N-E, S-W runway of the International Airport; thence north 49° 36' 10" west, along the north line of said strip a distance of 1891.05 feet to a pipe set in concrete, marking

the northeast corner of said strip of land previously deeded to the City, and the point of beginning of subject area, said point being in Section 25; Thence north 85° 39' 42" east, along the north line of subject area, a distance of 5899.83 feet to a point in Section 23; Thence south 00° 39' 41" east, along the east line of subject area, a distance of 6291.33 feet to a point; Thence S 82° 31' 11" east 3280.91 feet to a point; Thence south 49° 58' 10" west 7249.82 feet to a point on the north line of a tract of land previously deeded to the City of El Paso, Texas, for the extension of the I-7 runway of the International Airport, said line being the south line of the tract herein described; Thence south 82° 21' 11" west, along the south line of subject area, a distance of 6279.67 feet to a pipe set in concrete marking the SW corner of said tract previously deeded to the City of El Paso, said pipe also being on the east line of the International Airport and in Section 22; Thence north 00° 59' 41" west, along the east line of the International Airport and the west line of subject area, a distance of 4614.39 feet to a pipe set in concrete on the north line of the International Airport, said point being in Section 29; Thence south 91° 01' 50" west, along the west line of the strip of land previously deeded to the City of El Paso, Texas, for the extension of the N-E, S-W, runway of the International Airport, a distance of 2509.01 feet, to a pipe set in concrete, marking the southwest corner of said strip, said point being in Section 29; Thence north 49° 58' 10" east, along the southeast line of said strip, and the northeast line of subject area, a distance of 13,517.29 feet to a pipe set in concrete marking the southeast corner of said strip deeded to the City of El Paso for the N-E-SW runway extension, said point being in Section 22; Thence north 40° 01' 50" west, along the northeast line of said strip previously deeded to the City of El Paso, a distance of 2000 feet to a pipe set in concrete, and the point of beginning of subject area, containing 2,000 acres of land, more or less.

RESERVING, however, to the United States and its assigns, a 50' wide right-of-way easement, 25' on either side of the centerline of an existing communication cable to Site Monitor (U. S. Signal) and being the only existing communication cable located on the above described land.

All other provisions of said original indenture, are to remain in full force and effect and all reservations, restrictions, conditions, and covenants as contained in said original indenture shall be imposed upon the above described property the same as if said property were included in said original indenture.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed this 10th day of April, 1970.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: [Signature]
JAMES BOLTON
Regional Administrator, Region 7
General Services Administration
Fort Worth, Texas

WITNESSES:
[Signature]
[Signature]

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CITY OF EL PASO, TEXAS

[Signature]
Mayor de Victoria Taylor

ATTEST:

(SEAL)

THE STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, a Notary Public in and for Tarrant County, Texas, on this day personally appeared JAY E. BOLTON, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Regional Administrator, Region 7, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act of the United States of America and of the Administrator of General Services, and that he executed the same as the act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office at Fort Worth, Texas, this 10th day of April, 1970.

[Signature]
Notary Public in and for Tarrant
County, Texas

(SEAL)

SHIRLEY M. BOLTON, Notary Public
in and for Tarrant County, Texas
My commission expires 5-1-72.

THE STATE OF TEXAS }
COUNTY OF EL PASO }

BEFORE ME, a Notary Public in and for said County and State, on this day personally appeared Peter de Wetten, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Mayor of the City of El Paso, Texas, and acknowledged to me that the same was the act and deed of the City of El Paso, Texas, and that he executed the same as the act of the City of El Paso, Texas, for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office at El Paso, Texas, this 10th day of April, 1970.

[Signature]
Notary Public in and for El Paso
County, Texas

(SEAL)

SCOTT C. GONZALES, Notary Public
in and for El Paso County, Texas
My commission expires June 1, 1971

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ISSUED BY
Southwest Title
 514 TEXAS AVE. EL PASO 79901
 544-3222

OWNERS POLICY OF TITLE INSURANCE
 ISSUED BY
Pioneer National Title Insurance Company

A California corporation, hereinafter called the Company, for value does hereby guarantee to the herein named insured, the heirs, devisees, executors and administrators of the insured, or if a corporation, its successors by dissolution, merger or consolidation, that as of the date hereof, the insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy.

The Company shall not be liable to a greater amount than the actual monetary loss of the insured, and as an event shall the Company be liable for more than the amount shown on Schedule A hereof, and shall, except in extraordinary cases, if it can be proved, adhere to the rate by the estate or interest in the land as hereinafter provided, but the Company shall not be required to defend against any claim based upon matters in any manner excepted under this policy by the exception in Schedule B hereof as contained in Paragraph C. The amount from Paragraph C of the Conditions and Warranties hereof, the party or parties entitled to such defense shall within a reasonable time after the commencement of such action or proceeding, and in any event not later than the date of the trial, file with the Company written notice of the substance of the action or proceeding, and in default thereof the Company shall not be liable until such written notice, clear and correct, shall have been filed and a copy of the report to which other insured may apply, and if such advance amount, claim or right or settlement shall be for less than the whole estate or interest in the land, then the liability of the Company shall be only such part of the whole liability insured above as shall bear the same ratio to the whole liability that the advance amount, claim, or right shall bear to the whole estate or interest in the land, such ratio to be based on the value determined as of the date of this policy in the absence of notice as aforesaid, the Company is relieved from all liability with respect to any such amount, claim or right, provided however, that failure to notify shall not prejudice the liability of the insured if and so long as the insured shall not be a party to such action or proceeding, nor be named as such person therein, nor have any knowledge thereof, nor in any way, unless the Company shall be actually prejudiced by such failure.

This title of the estate or interest in the land, this policy automatically becomes a warranty policy and the insured, the heirs, devisees, executors and administrators of the insured or if a corporation, its successors by dissolution, merger or consolidation, shall for a period of months from the date hereof make title required according to the same insured, by means of the payment of one-half fee, if it may contain an amount of one month's title contained in the binder or endorsement attached to the insured, or the estate or interest in the land. The Company shall be liable to the insured and guaranty only by means of advance, loan or expenditures made prior to or at the date hereof and not included other by the completion of the Conditions and Warranties hereof, such liability shall be based on the amount of this policy.

In Witness Whereof, the PIONEER NATIONAL TITLE INSURANCE COMPANY has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when a loan is authorized notwithstanding, as of the date set forth in Schedule A.

Pioneer National Title Insurance Company
George B. Gardner PRESIDENT
Ray E. Sweet SECRETARY
 Incorporated El Paso, Texas
 SOUTHWEST TITLE COMPANY
Hayden Pittman CHIEF CLERK

T-1 OWNERS TITLE INSURANCE POLICY - FORM PRESCRIBED BY THE TEXAS BOARD OF INSURANCE - REV. 10-70

Owner Policy No. **85004 11039**

SCHEDULE A

CF No. or File No.: **61337** Date of Policy: **January 4, 1971** Amount: **140,000.00** Premium: **\$299.00**

Name of Insured: **CITY OF EL PASO**

1. The estate or interest in the land insured by this policy is: (See title, leasehold, easement, etc.-Identify as described)
 fee simple

2. The land referred to in this policy is described as follows:
 2,000 acres of land, more or less, out of Sections 71, 23, 24, 27, 28, 29, and 32, 33, 34, and 35, Block 80, Township 2, T24S AND PACIFIC RAILWAY COMPANY BERRY, El Paso County, Texas, and being more particularly described by metes and bounds as shown in the Deed to the Assured, recorded in Book 257, Page 1394, Deed Records of El Paso County, Texas.

Owner Policy No. **85004 11039**

SCHEDULE B

CF No. or File No. **61337**

This policy is subject to the Conditions and Warranties hereof, the terms and conditions of the issues or endorsements issued, if any, shown in Schedule A, and to the following matters which are additional covenants from the coverage of this policy:

1. Restrictive covenants affecting the land described or referred to above.
2. Any discrepancy, conflict, or shortage in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Taxes for the year 1971 and subsequent years.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or extending said lien(s): NONE
5. Transfer of minerals to TEL Oil Corporation, recorded in Book 1212, Page 153 and transferred to Tesaco, Inc., recorded in Book 1067, Page 261, Deed Records of El Paso County, Texas.
6. Terms and provisions of that certain lease dated 5/20/60, recorded in Book 1541, Page 85, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Natural Gas Company covering a strip 60 feet wide over sections 29, 28, 33, 34, and 39.
7. Easement dated 9/21/59, recorded in Book 1498, Page 111, Deed Records of El Paso County, Texas, from the City of El Paso to the USA over an area 200 feet wide of Sections 29, 28, 27 and 22.
8. Resolution and Restrictions dated 5/30/61, recorded in Book 1593, Page 389, Deed Records of El Paso County, Texas, where the City of El Paso will convey various parcels to the Department of Water Utilities and Public Service Board.
9. Easement dated 5/22/57, recorded in Book 1436, Page 276, Deed Records of El Paso County, Texas, from the Department of the Army to Pasotex Pipe Line.
10. Easement dated 9/11/58, recorded in Book 1435, Page 379, Deed Records of El Paso County, Texas, from the Department of the Army to Pasotex Pipe Line.
11. Easement dated 4/8/55, recorded in Book 1224, Page 335, Deed Records of El Paso County, Texas, from the Department of the Army to Standard Oil Company and transferred to Salt Lake Pipe Line Company by Transfer dated 5/13/55, recorded in Book 1230, Page 53, Deed Records of El Paso County, Texas.
12. SEE CONTINUATION SHEET ATTACHED HERETO AND MADE A PART HEREOF.

SCHEDULES - (Continued)

No. **85004 11039**

12. Easement dated 10/14/71, recorded in Book 302, Page 601, Deed Records of El Paso County, Texas, from the City of El Paso to Chevron Pipe Line Company, over portion of Sections 32 and 33.
13. Easement dated 6/23/66, recorded in Book 128, Page 1637, Deed Records of El Paso County, Texas, from the USA to El Paso Electric Company, over a portion of Section 32.
14. Easements dated 2/1/62, recorded in Book 1653, Page 494, Deed records of El Paso County, Texas, from City of El Paso to El Paso Natural Gas Company and was amended on 7/13/68, recorded in Book 215, Page 393, Deed Records of El Paso County, Texas, to El Paso Natural Gas Company, over a portion of Section 34.
15. Easement dated 3/18/61, recorded in Book 1619, Page 502, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Natural Gas Company, over a portion of Section 32.
16. Easement dated 12/10/59, recorded in Book 1314, Page 151, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Natural Gas Company, over a portion of Section 34.
17. Easement dated 9/18/56, recorded in Book 1422, Page 123, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Natural Gas Company, over a portion of Section 34.
18. Easement dated 10/4/62, recorded in Book 1790, Page 471, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Electric Company, over a portion of Section 33.
19. Easement dated 2/11/71, recorded in Book 329, Page 893, Deed Records of El Paso County, Texas, from the City of El Paso to El Paso Electric Company, over a portion of Sections 33 and 28.
20. Restrictions recorded in Book 1361, Page 473, Deed Records of El Paso County, Texas, dated 9/19/57, imposed by the City of El Paso, over sections 33 and 34.
21. Reservation, conditions and restrictions as shown in Deed to Assured recorded in Book 257, Page 1394, Deed Records of El Paso County, Texas, dated 7/8/69.
22. Any Visible and Apparent Right of Way and/or Easements for utilities and/or roads not shown filed for record.

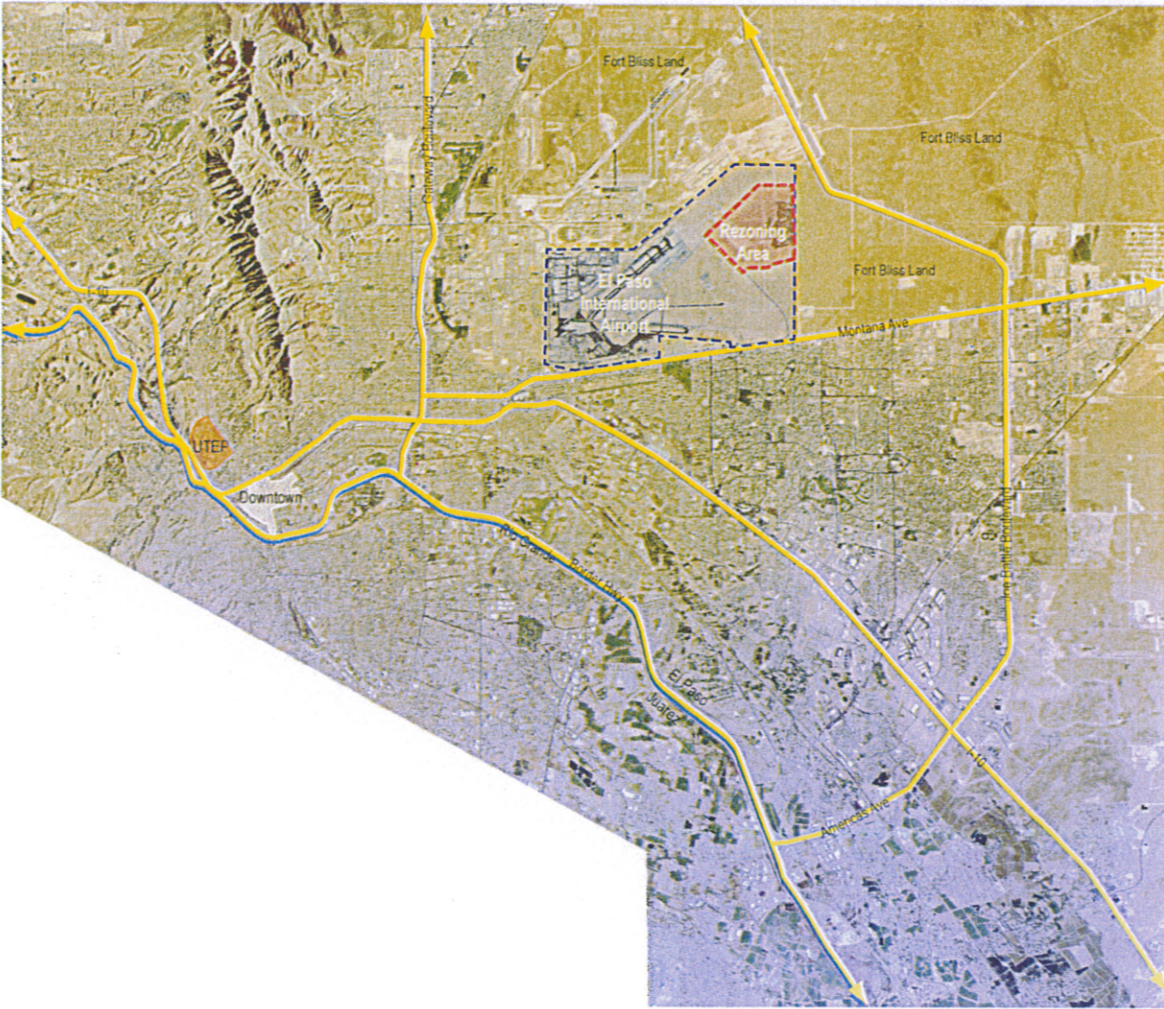
CONTEXT

This SmartCode Rezoning Application was developed in conjunction with a collaborative on-site workshop with the El Paso International Airport to design a detailed regulatory plan for implementation through the City's SmartCode, Title 21. The SmartCode enables and incentivizes walkable, mixed use, and compact places as an alternative to conventional automobile-focused, segregated-use suburban zoning standards. The plan builds from the Airport's current master planning efforts, demonstrating a more detailed urban pattern and comprehensive land-use regulation under the SmartCode as a series of special districts.

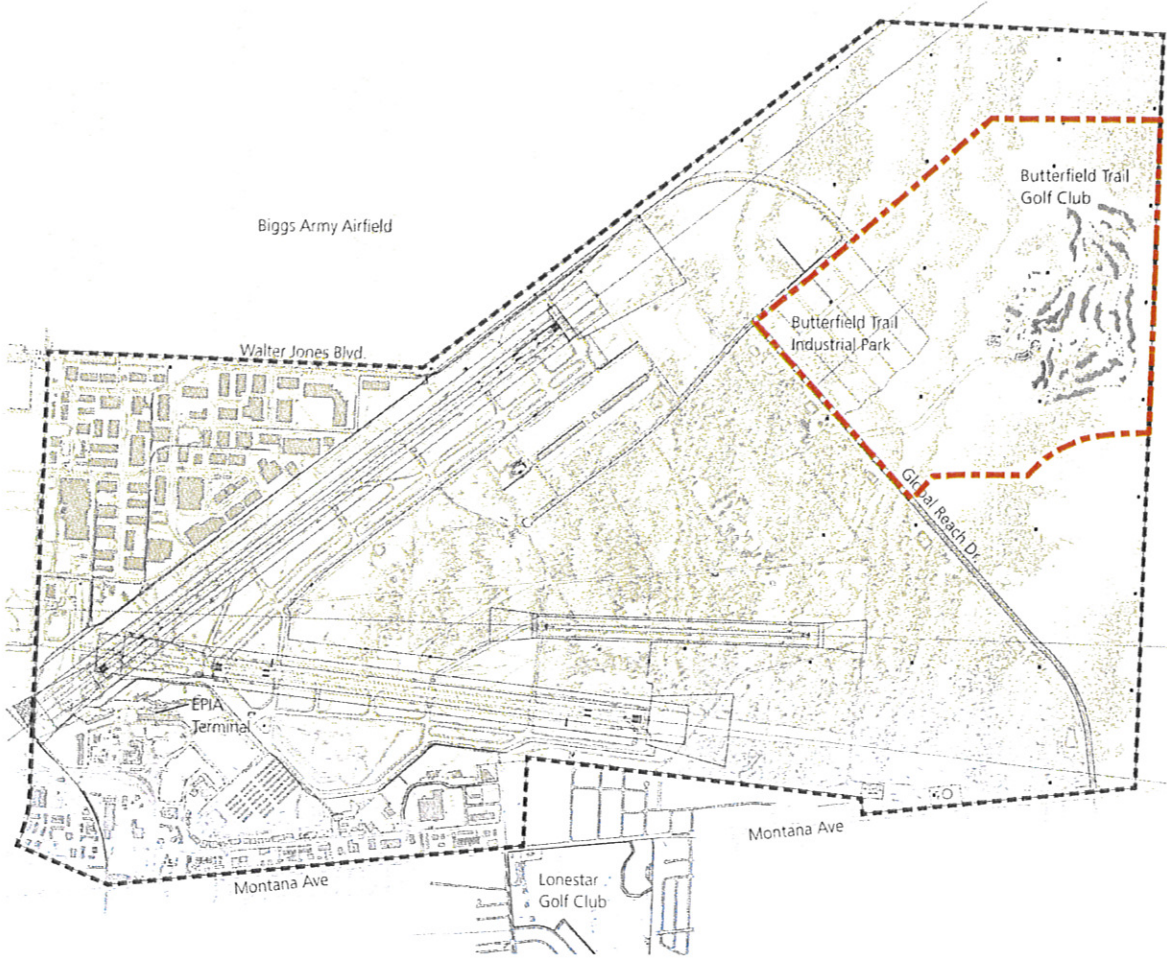
Because of the FAA limitations on use, the application area cannot provide long-term residential. This was the rationale for developing the appropriate sequence of Special Districts that permit a walkable, mixed-use, employment, light industrial and resort development in close proximity to the airport and Fort Bliss. The proposed BRT route along Montana Avenue makes this an ideal location for a major employment zone.

Section 21.10.040 requires the Title 25 Application includes:

- 1. Site Plan in black and white with boundary for rezoning, adjacent street names, north arrow, and legal description: **Page 4**
- 2. Zoning Map outlining in red the change of zoning: **Page 5**
- 3. Proposed Transect zone map: **Not applicable**
- 4. Proposed Special Districts: **Page 8**
- 5. Proposed Thorough network with block layout: **Page 10**

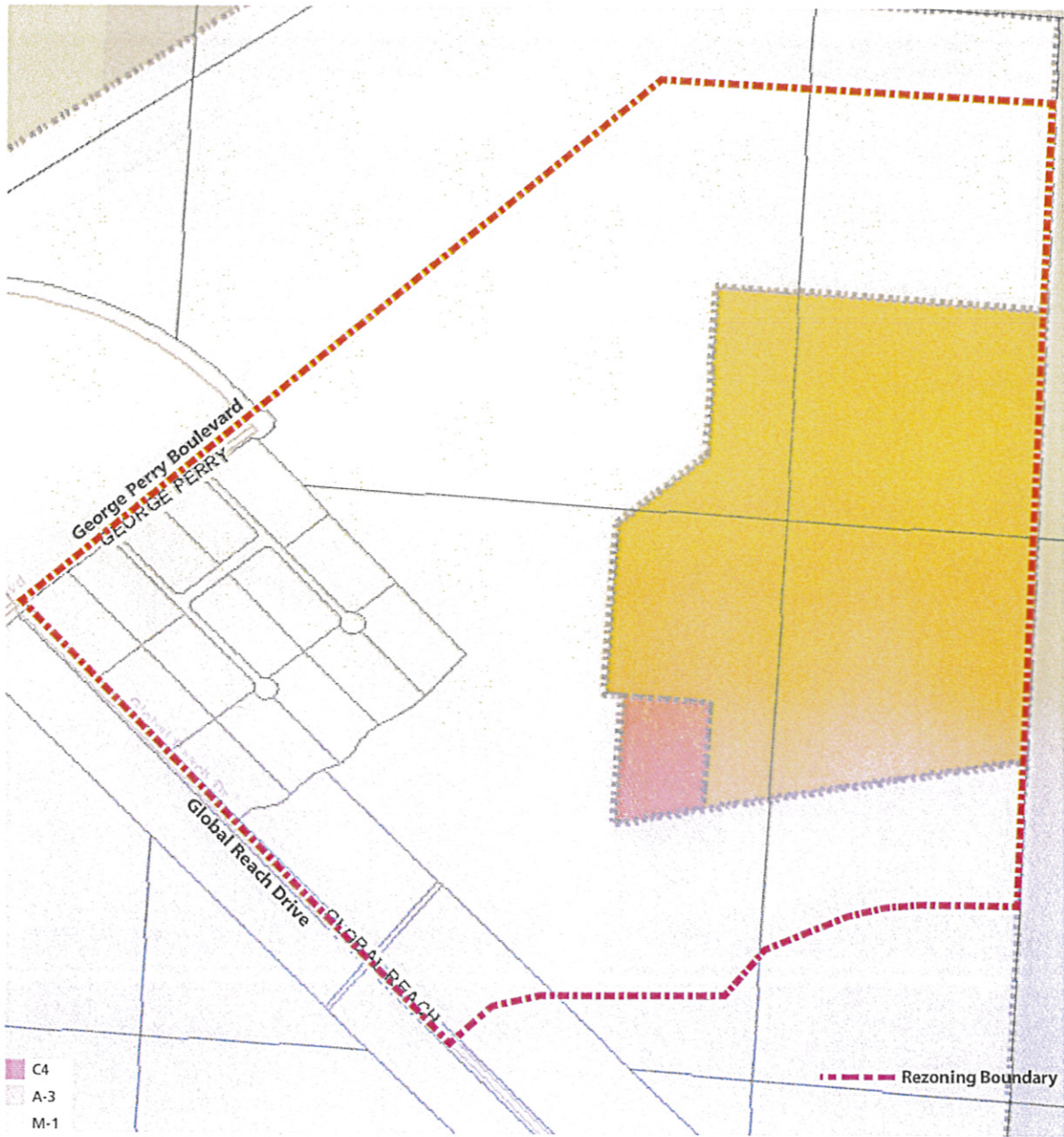


Total area for rezoning: 1,017.14 acres

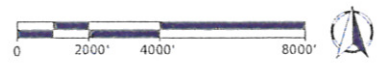


- Rezoning Boundary
- EPIA Boundary





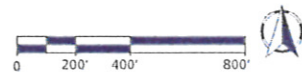
- Proposed General Aviation Uses
- Proposed Commercial / Retail Uses
- Proposed Resort Hotel Uses
- Defense Industrial Uses
- Proposed Industrial Uses
- Proposed Office Uses
- Proposed Mixed Use
- Public Park Reserve



ILLUSTRATIVE DETAIL PLAN

The greenway along Butterfield Trail and the mixed use at the corner of Global Reach Dr and George Perry Blvd were designed to illustrate how to urbanize the large parcels and heavy truck traffic required by light industry. Additional solutions were developed for the integration of the existing block structure and methods of providing pedestrian access to the existing cul-de-sacs. A possible resort was designed adjacent to the golf course. Global Reach could be augmented on the east with an access lane with slower traffic and on-street parking to make it more attractive as a pedestrian environment.

Although the FAA restricts the use of residential to lodging, the area can still be developed with good block structure and a full mix of other commercial functions shielding the larger scale industrial from walkable thoroughfares.



- T1 - Natural
- SD3 - Airport T5.1
- SD4 - Airport T5.2
- SD5 - Airport Science & Technology

- Rezoning Area
- Existing Wells
- Pedestrian Sheds
- Network Pedestrian Sheds



Scale: 1" = 250'



Community Type	SD3 Airport TS.1		SD4 Airport TS.2		SD5 Airport ST		T1	Total Acres
	Acres	% of Total	Acres	% of Total	Acres	% of Total		
AED REQUIRED				50% max.		80% max.		80 - 160
1: AED			44.62	35.91%	79.65	64.09%		124.27
2: AED			38.31	39.57%	58.5	60.43%		96.81
3: AED			53.34	24.05%	73.18	73.51%		126.52
4: AED			53.18	32.65%	109.7	67.35%		162.88
ARD REQUIRED		80% max.		50% max.				80 - 160
5: ARD	71.2	77.35%	20.85	22.65%				92.05
6: ARD	67.65	64.03%	21.58	20.42%				105.66
7: ARD	61.52	73.43%	22.26	26.57%				83.78

Total Acres: 1,017.14

Net Site Area: 697.4 acres

Warrant requested for AED 4: Exceeds the 160 acre max by 1.8% due to constraints of existing thoroughfares and platting.

Existing Butterfield Trail Golf Course is not included in a Pedestrian Shed since it functions as a Civic District for the City.



Scale: 1" = 250'



CIVIC SPACE	TYPE	AREA	PERMITTED AREA
1.2	SQUARE	4.74 AC	.5 - 5 ACRES
GC	EXISTING GOLF COURSE	246.21 AC	NA
2.1	GREEN	5.52 AC	.5 - 8 ACRES
3.1	SQUARE	3.56 AC	.5 - 5 ACRES
4.1	PLAZA	1.52	.25 - 2 ACRES
4.2	GREEN	2.7 AC	.5 - 8 ACRES
4.3	PLAZA	1.79 AC	.25 - 2 ACRES
4.4	SQUARE	2.00	.5 - 5 ACRES
5.1	PARK - HISTORIC TRAIL SPECIAL DISTRICT	18.84 AC	>15 ACRES
5.2	PLAZA	.35 AC	.25 - 2 ACRES
6.1	SQUARE	2.69 AC	.5 - 5 ACRES
6.2	PARK - HISTORIC TRAIL	13.7 AC	8 - 15 ACRES
7.1	PLAZA	.29 AC	.25 - 2 ACRES
7.2	PARK - HISTORIC TRAIL SPECIAL DISTRICT	48.7 AC	>15 ACRES

PEDESTRIAN SHED	TOTAL ACRES	CIVIC ACRES	PERCENTAGE	REQUIRED
1	124.27	4.74	3.8%	2.5%
2	96.81	5.52	5.7%	2.5%
3	126.52	3.56	2.8%	2.5%
4	162.88	8.02	4.9%	2.5%
5	92.05	19.19	20.8%	5.0%
6	105.66	16.39	15.5%	5.0%
7	83.78	17.2	29.4%	5.0%

21.30.050 C.1. Compliant with civic space 5% minimums per pedestrian shed.

21.30.050 C.4. Compliant with main civic space requirement with 800' of center of pedestrian shed.

21.30.050 C.6. Compliant with thoroughfare fronting 50% of space. *Warrant requested for 4.1, 4.2, and 4.3 because the passage performs a major connectivity function and serves as a thoroughfare in this existing condition.*

21.30.050 C.7. Compliant with Civic Space not exceeding 50% of a special district.



Scale: 1" = 250'



THOROUGHFARE NETWORK

21.80.220 Table 16.c. Compliant with Block Size for Airport Special Districts.

Warrant requested for 2 blocks in ARD 5: Perimeters exceed 2,400' due to constraints of existing well, preservation of Butterfield Trail, and location of existing access road to Golf Club. These are essentially edge conditions as discussed in 21.30.070.A.5. "Block perimeter at the edge of the development parcel shall be subject to approval by warrant, if the deviation allowed by the warrant is no more than twenty percent from the standard specified in... Table 16.c."

SD ZONE	MAXIMUM BLOCK PERIMETER PERMITTED	WARRANT #1	WARRANT #2
SD3	2,400 FEET	2,529 FEET OR 5.38%	2,814 FEET OR 17.25%
SD4	3,000 FEET		
SD5	4,000 FEET		

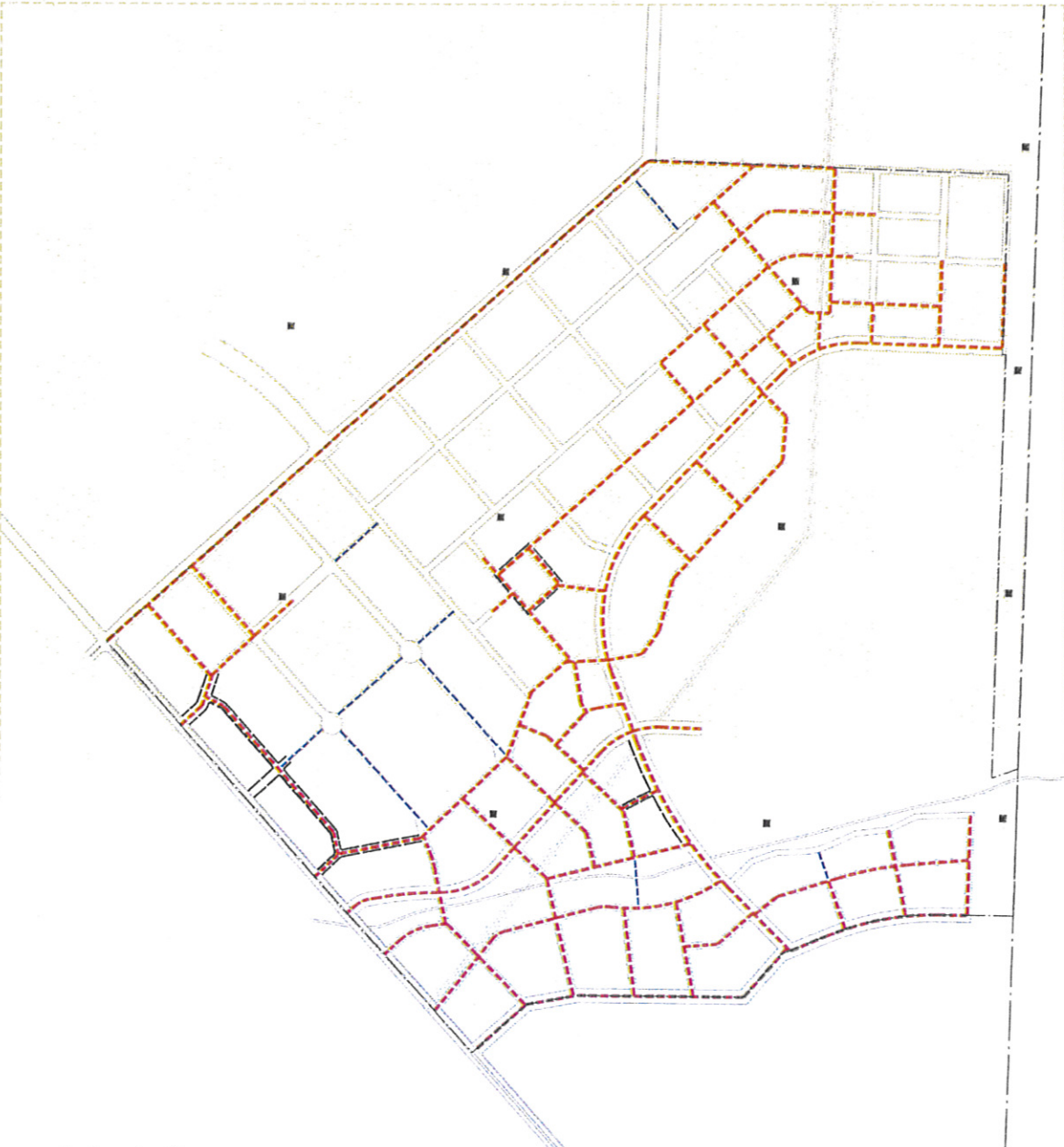


Scale: 1" = 250'



SPECIAL REQUIREMENTS

- 21.30.090 A.1. Compliant with B-Grid limitation of 30% per pedestrian shed. There are no limitations on amount of B-Grid in SD5.
- 21.30.090 A.2. Utilizing Mandatory Retail Frontage.
- 21.30.090 A.7. Utilizing Mandatory Cross Block Passages for block perimeter reduction. Permitted under 21.80.220 *.



- Mandatory Retail Frontage
- - - A-Grid
- - - Mandatory Cross Block Passage

Scale: 1" = 250' 