

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Amendment to Easement Agreement for Infrastructure

Date: January ____, 2025

Grantor: Sage Business Park LLC, a Texas limited liability company, successor in interest to Cimarron Sage, LLC, a Texas limited liability company

Grantor's Mailing Address:

Sage Business Park LLC
320 Texas Ave Fl 2
El Paso TX 79901

Grantee: Canutillo Independent School District, a Texas independent school district

Grantee's Mailing Address:

Canutillo Independent School District
7965 Artcraft
El Paso, Texas 79932

Easement Agreement for Infrastructure ("Original Easement Agreement"): Filed and recorded as Doc. # 20230070061 in the Official Records of El Paso County, Texas.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Amendment to Original Easement Agreement. The Original Easement Agreement is hereby amended as follows: The Easement Property identified in the Easement Agreement ("Original Easement Property") is hereby replaced in its entirety by the easement property identified and depicted in Exhibit A attached hereto ("New Easement Property"). The Original Easement Property is hereby no longer subject to the Easement Agreement as amended hereby. The New Easement Property is subject to the terms and conditions of the Original Easement Agreement and this Amendment (as defined below).

Terms and Conditions: The following terms and conditions apply to this Amendment to Easement Agreement for Infrastructure ("Amendment"):

1. **Original Easement Agreement Remains in Full Force and Effect.** Except as otherwise amended by this Amendment, all terms and conditions set forth in the Original Easement

Agreement and shall remain in full force and effect and binding upon and inure to the benefit of all parties, their heirs, successors, and assigns.

2. **Defined Terms.** Defined terms are as defined in the Original Easement Agreement unless otherwise defined in this Amendment.

3. **Grantor Responsible for All Costs and Expenses.** For sake of clarity, Grantor shall remain fully liable for all costs and expenses incurred in relation to the improvement, maintenance, repair, and replacement of the New Easement Property and the Infrastructure.

4. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of Texas. Any disputes arising hereunder shall be resolved in a court of competent jurisdiction located in El Paso County, Texas.

5. **Counterparts.** This Amendment may be executed in multiple counterparts. All counterparts taken together constitute this Amendment.

6. **Further Assurances.** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this Amendment.

7. **Entire Agreement.** This Amendment, the Original Easement Agreement, and any exhibits are the entire agreement of the parties concerning the New Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

8. **No Waiver of Sovereign Immunity. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PARTIES EXPRESSLY UNDERSTAND THAT GRANTEE IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, AND NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OR RELINQUISHMENT BY GRANTEE OF ITS RIGHT TO CLAIM SUCH EXEMPTIONS, PRIVILEGES, AND IMMUNITIES AS MAY BE PROVIDED BY LAW.**

[signature pages follow]

GRANTOR:

Sage Business Park, LLC, a Texas limited liability company,

By: _____
Name: _____
Title: _____

GRANTEE:

Canutillo Independent School District, a Texas independent school district,

By: _____
Dr. Pedro Galaviz, Superintendent

[signature page to Amendment to Easement Agreement for Infrastructure]

STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, _____, on this day personally appeared _____, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same as the act of Sage Business Park, LLC, a Texas limited liability company, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of January, 2025.

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, _____, on this day personally appeared Dr. Pedro Galaviz, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Dr. Pedro Galaviz executed the same as the act of Canutillo Independent School District, a Texas Independent School District, as its Superintendent, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of January, 2025.

Notary Public, State of Texas

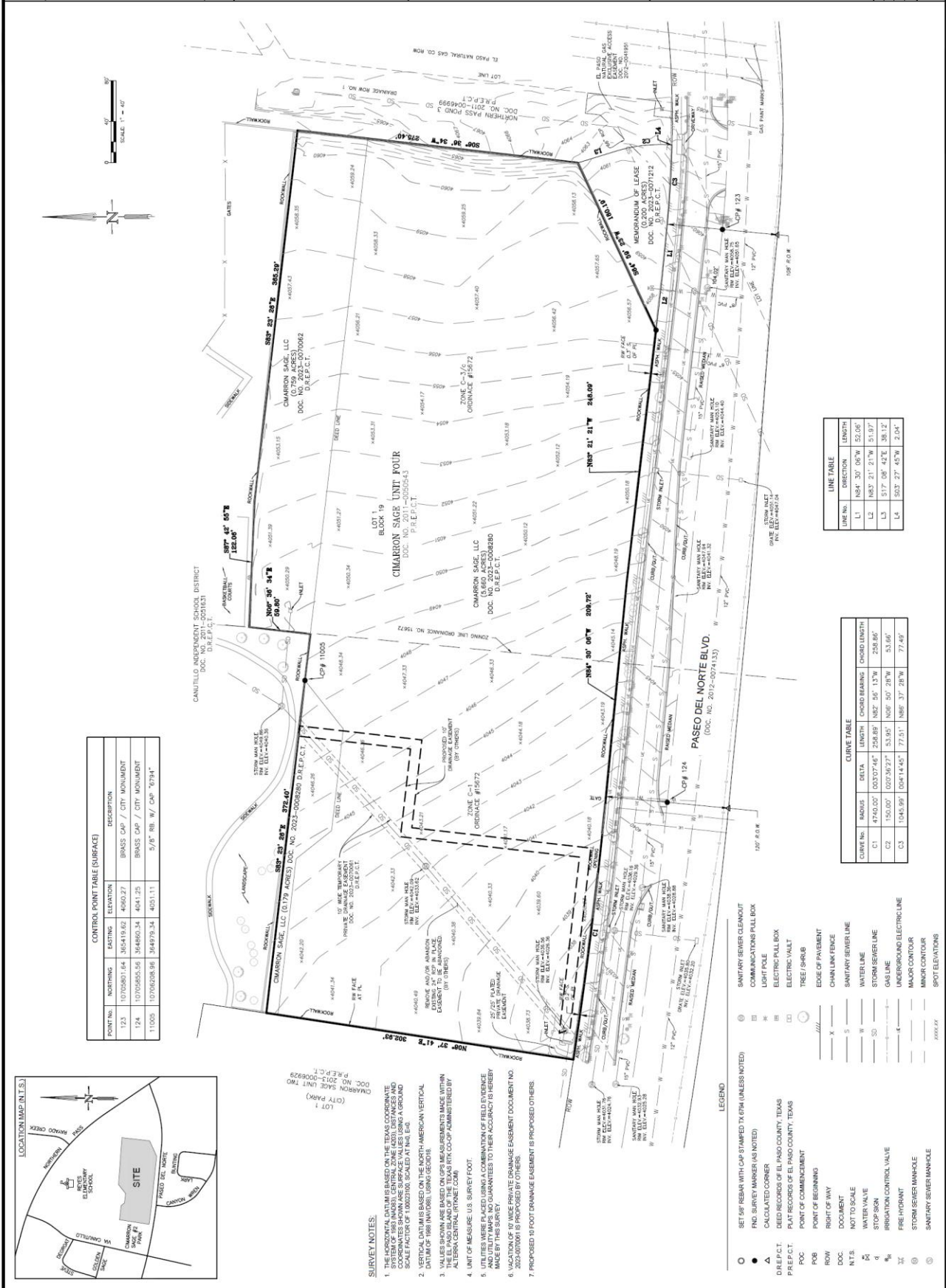
My commission expires: _____

AFTER RECORDING RETURN TO:

Sage Business Park LLC
320 Texas Ave Fl 2
El Paso TX 79901

EXHIBIT A TO
AMENDMENT TO EASEMENT AGREEMENT FOR INFRASTRUCTURE

[see attached]



CONTROL POINT TABLE (SURFACE)

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
123	10705801.64	365419.62	4960.27	BRASS CAP / CITY MONUMENT
124	10705895.56	344860.34	4041.25	BRASS CAP / CITY MONUMENT
11005	10706208.86	344870.34	4051.11	5/8" IR. W/ CAP "7934"



SURVEY NOTES:

1. THE HORIZONTAL DATUM IS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83). THE VERTICAL DATUM IS BASED ON THE NAVD83 DATUM. THE DATUM IS BASED ON THE NORTH-AMERICAN VERTICAL DATUM OF 1988 (NAD 83) USING GEOID08.
2. VALUES SHOWN ARE BASED ON GPS MEASUREMENTS MADE WITHIN THE SURVEY AREA. THE SURVEY WAS CONDUCTED USING A LEICA DISTANCE MEASUREMENT SYSTEM (DMS) WITH A COUPLED ALTIMETER BY ALTEGRA GENERAL INSTRUMENT COMPANY.
3. UTILITIES WERE PLACED USING A COMBINATION OF FIELD EVIDENCE AND UTILITY MAPS. NO GUARANTEES TO THEIR ACCURACY OR HEREBY MADE BY THIS SURVEY.
4. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 2003 (ACT 00791) AS ENACTED BY THE 78TH LEGISLATIVE SESSION OF THE STATE OF TEXAS.
5. THIS SURVEY WAS CONDUCTED BY THE SURVEYING FIRM OF HERBERT & ASSOCIATES, P.C., A PROFESSIONAL CORPORATION.
6. THIS SURVEY WAS CONDUCTED BY HERBERT & ASSOCIATES, P.C., A PROFESSIONAL CORPORATION.
7. PROPOSED 10 FOOT DRAINAGE EASEMENT IS PROPOSED OTHERS.

LEGEND

- SET 5/8" REBAR WITH CAP STAMPED BY (UNLESS NOTED)
- FIND SURVEY MARKER (AS NOTED)
- ▲ CALCULATED CORNER
- △ BEED RECORDS OF EL PASO COUNTY, TEXAS
- PLAT RECORDS OF EL PASO COUNTY, TEXAS
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- RIGHT OF WAY
- DOCUMENT
- NOT TO SCALE
- WATER VALVE
- STOP-SIGN
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- STORM SEWER MANHOLE
- MAJOR CONTIGOR
- SANITARY SEWER MANHOLE
- SPOT ELEVATIONS
- SANITARY SEWER GLEANOUT
- COMMUNICATIONS PULL BOX
- LIGHT POLE
- ELECTRIC PULL BOX
- ELECTRIC VAULT
- TREE (99416)
- EDGE OF PAVEMENT
- CHAIN LINK FENCE
- SANITARY SEWER LINE
- WATER LINE
- STORM SEWER LINE
- GAS LINE
- UNDERGROUND ELECTRIC LINE
- MAJOR CONTIGOR
- MINOR CONTIGOR
- SPOT ELEVATIONS

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N84° 30' 06" W	52.06'
L2	N83° 21' 21" W	51.97'
L3	S17° 08' 42" E	38.12'
L4	S03° 27' 45" W	2.04'

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	4740.00'	003°07'44"	258.85'	N85° 13' 13" W	258.85'
C2	1500.00'	002°36'27"	53.95'	N85° 50' 28" W	53.66'
C3	10445.99'	001°14'45"	77.51'	N85° 37' 28" W	77.48'