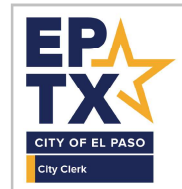


**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Aviation

AGENDA DATE: 9/3/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Tony Nevarez

PHONE NUMBER: 915-212-7301

2nd CONTACT PERSON NAME: Debbie Olivas

PHONE NUMBER: 915-212-7337

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL:

1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL:

1.4: Grow the core business of air transportation

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign an Eighth Amendment to Lease Agreement by and between the City of El Paso ("Lessor") and Azar - Coleman Properties, ("Lessee") to the Lease Agreement dated June 8, 1982, as amended, for the purposes of removing the property upon which the Cattle Baron Restaurant is located, the remaining Leasehold interest is described as:

Portion of Lot 1, Block 19, El Paso International Airport Tract, Unit 10, City of El Paso, El Paso County, Texas. Such leased premises are sometimes referred to as Parcel 1, Tract C (41,152.06 SF), Tract D (39,844.00 SF); and

A Portion of Lot 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas. Such Leased premises are sometimes referred to as Parcel 3, Tract A (288,727.35 SF), Tract B (54,958.78SF).

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval for an eighth (8th) Amendment to a Lease Agreement with Azar - Coleman Properties to delete 57,979.39 square feet of land that was included in a new Ground Lease to Cattle Baron Restaurant, Inc. located at 1700 Airway Blvd., El Paso, Texas.

Rental Fee: \$119,109.17 annual rent for a minimum of \$2,382,183.40 for the remainder of Option terms.

Term: Initial term of forty (40) years effective on May 1, 1982 plus two (2) Option periods of ten (10) years each for a termination date of April 30, 2042. An additional three (3) years was added to the lease as part of the Fourth Amendment extending the termination date to April 30, 2045.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

- May 1, 1982 - Ground Lease
- July 13, 1982 - Real Estate Commission Agreement
- October 19, 1982 - Amendment to Real Estate Commission Agreement
- November 23, 1982 - First Amendment to the Lease
- August 16, 1983 Motion to Deny Hotel Site
- May 8, 1984 - Second Amendment to the Lease
- November 20, 1984 - Underground Electrical Easement
- May 21, 1985 - Real Estate Commission Agreement
- April 22, 1986 - Partial Assignment of Leasehold Interest
- December 16, 1986 - Third Amendment to the Lease
- June 30, 1987 - Fourth Amendment to the Lease



AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

None

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Juan Antonio Nevarez Digitally signed by Juan Antonio Nevarez
Date: 2025.08.19 08:12:43 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Eighth Amendment to Lease Agreement by and between the City of El Paso ("Lessor") and Azar - Coleman Properties, ("Lessee") to the Lease Agreement dated June 8, 1982, as amended, for the purpose of removing the property upon which the Cattle Baron Restaurant is located, the remaining Leasehold interest is described as:

Portion of Lot 1, Block 19, El Paso International Airport Tracts Unit 10, City of El Paso, El Paso County, Texas. Such leased premises are sometimes referred to as Parcel 1, Tract C (41,152.06 SF), Tract D (39,844.00 SF); and

A portion of Lot 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County Texas. Such Leased premises are sometimes referred to as Parcel 3, Tract A (288,727.35 SF), Tract B (54,958.78 SF).

ADOPTED THIS _____ DAY OF _____, 2025.

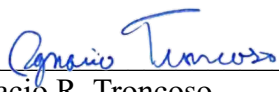
THE CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

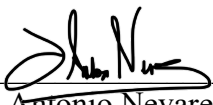
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**EIGHTH AMENDMENT TO
LEASE AGREEMENT**

THIS EIGHTH AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made and entered into as of the _____ day of _____, 2025 ("**Effective Date**"), by and between THE CITY OF EL PASO ("**Lessor**") and Azar-Coleman Properties, a Texas General Partnership (collectively, the "**Lessee**").

WHEREAS, Lessor and Lessee are parties to a Lease Agreement dated June 8, 1982, as amended by those certain seven amendments (collectively, the "**Existing Lease**") covering two tracts of land (the "**Ground Leased Property**"): one containing 8.272 acres and noted as **Parcel No. 1** on Exhibit A to the Existing Lease, and the other containing 10.782 acres and noted as Parcel No. 3 on Exhibit A to the Existing Lease. Said amendments are described as follows: (i) First Amendment to Lease Agreement dated November 23, 1982, (ii) Second Amendment to Lease Agreement dated May 8, 1984, (iii) Third Amendment to Lease Agreement dated December 16, 1986, (iv) Fourth Amendment to Lease Agreement dated June 30, 1987, (v) Fifth Amendment to Lease Agreement dated May 17, 1994, (vi) Sixth Amendment to Lease Agreement dated February 3, 2004, and (vii) Seventh Amendment to Lease Agreement Dated October 15, 2019. The Existing Lease is evidenced of record by a Memorandum of Lease filed in Book 1378, Page 786 of the Real Property Records of El Paso County, Texas (the "**Real Property Records**"), re-recorded in Book 1380, Page 1482 of the Real Property Records;

WHEREAS, Lessee subleased to Cattle Baron Restaurant, Inc., a New Mexico corporation, 1.331 acres (the "**Initial Subleased Tract**") out of **Parcel No. 1** of the Ground Leased Property, pursuant to the terms of a Sublease Agreement dated December 8, 1992, as amended June 15, 2000 (collectively the "**Sublease**"). The property description for this parcel is attached as **Exhibit A**.

WHEREAS, Lessor and Sublessee are, simultaneously herewith, entering into a Lease Agreement for the Cattle Baron Restaurant Site (the "**New Lease**") as of the Effective Date hereof. Effective as of the Effective Date hereof, (i) the Existing Lease is hereby amended pursuant to this Amendment to no longer include the Cattle Baron Restaurant Site described in Exhibit A as part of the Ground Lease Property, and (ii) the Sublease will be terminated by the parties thereto.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the matters set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of the Effective Date hereof, Article I, Paragraph A. of the Existing Lease is amended to no longer include the **Cattle Baron Restaurant Site** described in **Exhibit A** and is amended to state:

The remaining leasehold is a Portion of Lot 1, Block 19, El Paso International Airport Tracts Unit 10, City of El Paso, El Paso County, Texas. Such leased premises are sometimes referred

to as Parcel 1, Tract C (41,152.06 SF), Tract D (39,844.00 SF); and

A portion of Lot 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County Texas. Such Leased premises are sometimes referred to as Parcel 3, Tract A (288,727.35 SF), Tract B (54,958.78 SF).

2. For purposes hereof, the term "**Effective Date**" as used herein means the same date that the New Lease between the City of El Paso as Lessor therein and Cattle Baron Restaurant, Inc., as Lessee therein becomes effective and binding and enforceable by the parties thereto under the terms thereof. Exhibit "A" of the Existing Lease that refers to Parcel No. 1 is hereby amended by deleting the **Cattle Baron Restaurant Site** therefrom.

3. The Lessor and Lessee confirm that the total number of square feet of the Ground Leased Property under Article V, Paragraph A of the Existing Lease for purposes of calculating rent is 424,689.7 Square Feet as of the Effective Date.

4. Except as amended by this Agreement, the terms and provisions of the Existing Lease shall remain unchanged and shall remain in full force and effect.

5. This Agreement may be executed by the parties hereto in separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same agreement.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement embodies the entire agreement and understanding between the parties with respect to the matters specifically covered by this Amendment, and supersedes all prior agreements, consents and understandings with respect to such subject matter.

(Signatures begin on the following page)

Executed the _____ day of _____ 2025.


LESSOR: CITY OF EL PASO

Dionne Mack
City Manager


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

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

Notary Public, State of Texas

My Commission Expires:

(Signatures Continue on the following page)

LESSEE:

**AZAR-COLEMAN PROPERTIES, a Texas
General Partnership**

for By: *Mind Dickson*
Jerry M. Coleman, Partner

By: **Richard N. Azar Testamentary Trust, a partner
of Azar-Coleman Properties**

Suzanne Azar
Suzanne S. Azar, Executrix

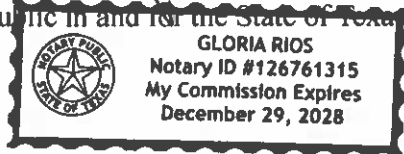
ACKNOWLEDGMENT

STATE OF TEXAS

§
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§

COUNTY OF EL PASO

This instrument was acknowledged before me on July 12, 2025, by Jerry M. Coleman, Partner of AZAR-COLEMAN PROPERTIES, a Texas general partnership, on behalf of said general partnership.

Gloria Rios
Notary Public in and for the State of Texas


STATE OF TEXAS

§
§
§

COUNTY OF EL PASO

This instrument was acknowledged before me on July 12, 2025, by Suzanne S. Azar, Executrix of RICHARD N. AZAR TESTAMENTARY TRUST, Partner of AZAR-COLEMAN PROPERTIES, a Texas general partnership, on behalf of said general partnership.

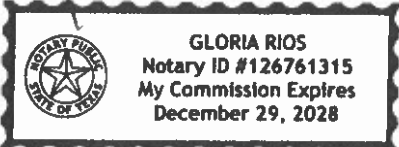
Gloria Rios
Notary Public in and for the State of Texas


Exhibit A

PROPERTY DESCRIPTION (PROPOSED RESTAURANT SITE)

Description of 1.3310 acres parcel of land being a portion of Lot 1, Block 19, El Paso International Airport Tracts, Unit 10, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Starting at an existing city monument located at centerline intersection of American Drive and Piper Court, thence South 88°58'07" West along the centerline of Piper Court a distance of 525.00 feet to a point, thence South 01°01'53" East to a point along Airway Boulevard a distance of 202.86 feet to a point, thence North 88°58'07" East a distance of 10.00 feet to a point, thence South 01°01'53" East along said easterly right-of-way line of Airway Boulevard a distance of 446.64 feet to a point, said point being the " TRUE POINT OF BEGINNING "

Thence North 88°58'07" East a distance of 20.00 feet to a point;

Thence North 01°01'53" West a distance of 16.00 feet to a point;

Thence North 88°58'07" East a distance of 144.00 feet to a point;

Thence South 01°01'53" East a distance of 20.00 feet to a point;

Thence North 88°58'07" East a distance of 62.22 feet to a point;

Thence North 72°28'07" East a distance of 14.00 feet to a point;

Thence South 01°01'53" East a distance of 238.13 feet to a point, along the northerly right-of-way of Boeing Drive;

Thence along the arc of a curve to the left , a distance of 148.22 feet, said curve having a central angle of 04°33'41", a radius of 1861.86 feet, and a chord bearing that bears North 88°45'03" West, a distance of 148.18 feet to a point along said northerly right-of-way line of Boeing Drive;

Thence South 88°58'07" West along said northerly right-of-way line of Boeing Drive a distance of 91.58 feet to a point;

Thence North 01°01'53" West along said easterly right-of-way line of Airway Boulevard a distance of 232.26 feet back to the "TRUE POINT OF BEGINNING" and said parcel containing in all 57,979.30 square feet or 1.3310 acres of land more or less.

NOTE: LOT 4 GROUND SURVEY