

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director
(915) 212-7301

DISTRICT(S) AFFECTED: 2

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

SUBGOAL: N/A

SUBJECT:

This item is a Resolution to authorize the City Manager, or designee, to sign a Lessor's Approval of Assignment by and between the City of El Paso, Computer Labs, Inc., and Salvation 47, LLC for the following described property: A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park Unit One, Replat "A", El Paso International Airport, City of El Paso, El Paso County, Texas, and commonly known as 3 Butterfield Trail, El Paso Texas.

The lease term is forty (40) years with two (1) year and seven (7) months remaining plus one (1) ten (10) year option. The site is 131,999 square feet (115,691 square feet at \$0.1728/square foot/year and 16,308 square feet at \$0.1439/square foot/year) which equals to \$22,339.80 annually or \$1,861.65 per month. The initial term of the lease agreement expires February 28, 2023.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow Computer Labs, Inc. to assign the ground lease to Salvation 47, LLC, as they are purchasing the building at 3 Butterfield Trail.

PRIOR COUNCIL ACTION:

- March 1, 1983 – Butterfield Trail Industrial Park Lease between City Of El Paso and Kasco Ventures Butterfield 4.
- August 1, 2004 - Lessor's Approval of Assignment to Computer Labs, Inc.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



Samuel Rodriguez, P.E., Aviation Director

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso, Computer Labs, Inc., and Salvation 47, LLC for the following described property:

A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park Unit One, Replat "A", El Paso International Airport City of El Paso, El Paso County, Texas, and commonly known as 3 Butterfield Trail, El Paso, Texas.

Dated this ____ day of _____ 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS §
 § LESSOR'S APPROVAL OF ASSIGNMENT
COUNTY OF EL PASO §

WHEREAS, the City of El Paso (“Lessor”) entered into a Butterfield Trail Industrial Park Lease dated March 1, 1983 (“Lease”) between the Lessor and Kasco Venture Butterfield 4, as amended by that certain First Amendment to Lease dated February 21, 1984; and by that certain Second Amendment to Lease dated May 8, 1984; and by that certain Third Amendment to Lease dated July 31, 1984; subsequently assigned to Kasco Ventures, Inc. consented to on April 14, 1986; subsequent possession effective July 2, 1991 was pursuant Article IX, Section 9.03 of the Lease, by Teachers Insurance and Annuity Association of America and assigned December 15, 1998 to TIAA Realty, Inc. and assigned on June 15, 2004 to W2001 TBT Real Estate Limited Partnership; and assigned August 1, 2004 to Computer Labs, Inc. (the “Assignor”):

WHEREAS, the Lease pertains to the following described property:

A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park, Unite One, Replat A, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, commonly known as 3 Butterfield, El Paso, Texas, (“Property”);

WHEREAS, Assignor has requested the Lessor’s approval and consent to an assignment of the Lease to Salvation 47, LLC.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Salvation 47, LLC. (“Assignee”), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **SECURITY DEPOSIT.** No Security Deposit is required as a condition to this Approval.
5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

 ASSIGNOR: Computer Labs, Inc.
 1462 A Lionel Dr.
 El Paso, Texas 79936

 ASSIGNEE: Salvation 47, LLC
 2630 Montana Ave.
 El Paso, Texas 79903
 Attn: Marius Ruja
7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.


(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

APPROVED THIS ____ day of _____, 2021.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)


This instrument was acknowledged before me on this ____ day of _____, 2021, by Tomás González as **City Manager** of the **City of El Paso, Texas** (Lessor).

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNOR: COMPUTER LABS, INC.

By: 
Print Name: Ruben Lopez
Title: President

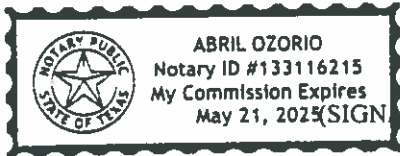
ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas)
)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 23 day of July, 2021,
by Ruben Lopez, President of Computer Labs, Inc.
on behalf of said corporation (Assignor).

My Commission Expires:
May 21, 2025


Notary Public, State of Texas



(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE: SALVATION 47, LLC

By: [Signature]
Print Name: Marius Ruja
Title: Pres.

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this day of July 23, 2021, by Marius Ruja, President of Salvation 47, LLC, on behalf of said entity (Assignee).

Abil Ozorio
Notary Public, State of Texas

My Commission Expires:

May 21, 2025

