

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

**AGENDA DATE:** January 19, 2022

**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:**

That the City Manager, or designee, is authorized to sign a First Amendment to Restated Butterfield Trail Industrial Park Lease and Lessor's Approval of Assignment by and between the City of El Paso, Stewart EFI Finishing Realty, and Hold'em Real Estate, LLC regarding the following described property: A portion of Lot 1 and a portion of Lot 4, Block 10, Butterfield Trail Industrial Park, Unit Two, an addition to the City of El Paso, El Paso County, Texas (approximately 122,006 SQ FT), commonly known as 44 Butterfield Circle, El Paso, Texas.

Term began on October 1, 1993 ("Effective Date"), and terminates on September 30, 2033; monthly rental fee is \$1,308.51.

**BACKGROUND / DISCUSSION:**

The current lease agreement expires September 30, 2033. If options are exercised the expiration date is September 30, 2043.

**PRIOR COUNCIL ACTION:**

- September 14, 1973 – Butterfield Trail Industrial Park Lease between City of El Paso and Louis Kennedy.
- September 14, 1993 - Lessor's Approval of Assignment to The Lincoln National Life Insurance Company.
- June 24, 2014 - Lessor's Approval of Assignment to Stewart EFI Finishing Realty

**AMOUNT AND SOURCE OF FUNDING:**

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

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  YES  NO

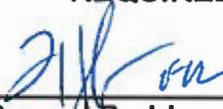
**PRIMARY DEPARTMENT:** Aviation

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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

## 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 First Amendment to Restated Butterfield Trail Industrial Park Lease and Lessor's Approval of Assignment by and between the City of El Paso, Stewart EFI Finishing Realty, and Hold'em Real Estate, LLC for the following described property:

A portion of Lot 1 and a portion of Lot 4, Block 10, Butterfield Trail Industrial Park Unit Two, an addition to the City of El Paso, El Paso County, Texas, commonly known as 44 Butterfield Circle, El Paso, Texas.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

### CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

### ATTEST:

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

### APPROVED AS TO FORM:

 (for)  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
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 Restated Butterfield Industrial Park Lease, dated September 14, 1993 (the “Lease”) between the Lessor and The Lincoln National Life Insurance Company, subsequently assigned to Stewart EFI Finishing, LLC, dated June 24, 2014 (“Assignor”):

WHEREAS, the Lease pertains to the following described property:

A portion of Lot 1 and a portion of Lot 4, Block 10, Butterfield Trail Industrial Park Unit Two, an addition to the City of El Paso, El Paso County, Texas, commonly known as 44 Butterfiled Circle, El Paso, Texas, (“Property”);

WHEREAS, Assignor has requested the Lessor’s approval and consent to an assignment of the Lease to Hold’Em Real Estate, LLC, a Delaware limited liability company.

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 Hold’Em Real Estate, 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:** Stewart EFI Finishing Realty, LLC  
45 Waterbury Road  
Thomaston, CT 06787  
Attn: Manager  
  
**ASSIGNEE:** Hold'em Real Estate, LLC  
44 Butterfield Trail Blvd.  
El Paso, TX 79906  
Attn: Manager
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)



**ASSIGNOR: STEWART EFI FINISHING REALTY**

By: [Signature]  
Print Name: DANIEL D. STOKES  
Title: MANAGER

**ASSIGNOR'S ACKNOWLEDGEMENT**

THE STATE OF Florida )  
COUNTY OF Lee )

This instrument was acknowledged before me on this 20<sup>th</sup> day of December 2021, by Daniel D. Stokes, manager of Stewart EFI Finishing Realty, on behalf of said corporation (Assignor).

My Commission Expires:  
5/5/25

[Signature]  
Notary Public, State of Florida



Jennifer S. Moreland  
Notary Public  
State of Florida  
Comm# HH126973  
Expires 5/5/2025

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

**ASSIGNEE: HOLD'EM REAL ESTATE, LLC**

By: *Don Zigdon*  
Print Name: Don Zigdon  
Title: Manager

**ASSIGNEE'S ACKNOWLEDGEMENT**

THE STATE OF Ohio )  
COUNTY OF Ashtabula )

This instrument was acknowledged before me on this 17 day of DECEMBER, 2021, by Zigdon, Don of Hold'em Real Estate, LLC, on behalf of said corporation (Assigee).

My Commission Expires:  
03/09/2025

*Karen L Berthoff*  
Notary Public, State of Ohio



Karen L Berthoff  
Notary Public  
in and for the State of Ohio  
My Commission Expires  
3/9/2025

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**FIRST AMENDMENT TO RESTATED  
BUTTERFIELD TRAIL INDUSTRIAL  
PARK LEASE**

This First Amendment to the Restated Butterfield Trail Industrial Park Lease (the "First Amendment") is made and entered into this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_, by and between the **CITY OF EL PASO, TEXAS**, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and **HOLD'EM REAL ESTATE, LLC**, a Delaware limited liability company ("Lessee").

**WHEREAS**, on September 14, 1993, Lessor and The Lincoln National Life Insurance Company entered into the Restated Butterfield Trail Industrial Park Lease (the "Lease").

**WHEREAS**, on June 24, 2014, Lessor and The Lincoln National Life Insurance Company ("Assignor") and Stewart EFI Finishing Realty, LLC ("Assignee") entered into Lessor's Approval of Assignment.

**WHEREAS**, on January \_\_, 2022, Lessor and Stewart EFI Finishing Realty, LLC ("Assignor") and Hold'em Real Estate, LLC ("Assignee") entered into Lessor's Approval of Assignment.

**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 to amend the Lease as follows:

1.     **Section 4.02, Option to Extend, of the Lease is amended as follows:**

**Section 4.02, Option to Extend.**

Lessee shall have the option to extend this Lease for one additional terms of ten years each.

2.     **Ratification.** Except as herein amended, all other terms and conditions of the Lease, not specifically modified by this First Amendment shall remain unchanged and in full force and effect. As used in the Lease, the term "Lease" shall hereafter mean the original Lease as amended by this First Amendment.

3.     **Effective Date.** This First Amendment shall be effective upon the date it is fully executed by both parties and approved by the El Paso City Council.

*(SIGNATURES BEGIN ON THE FOLLOWING PAGE)*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

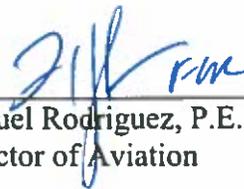
**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Tomas Gonzalez  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

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

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Tomás González as City Manager of the City of El Paso, Texas (Lessor).

\_\_\_\_\_  
Notary Public, State of Texas

*[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]*

ATTEST:

LESSEE: HOLD'EM REAL ESTATE,  
LLC

Name: \_\_\_\_\_

  
Name:           Dan Zigdon            
Title:           Manager          

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[LESSEE TO APPEND NOTARY PAGES BEHIND THIS SIGNATURE PAGE.]*

See attached Acknowledgement  
dated 12/17/21

**ACKNOWLEDGEMENT**

State of OHIO  
County of ASHTABULA

Before me, a Notary Public in and for said state, personally appeared

DON ZIGDON

who proved to me on the basis of satisfactory evidence that he/she/they did sign the aforementioned document as their free act and deed on this

17th day of December, 2021

Karen L Bertholf  
Notary Public's Signature

Karen L. Bertholf  
Notary Public's Name

My Commission Expires 03/09/2025

Type of Identification Produced Ohio Drivers License



Karen L Bertholf  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
3/9/2025

**Description of Document**

Type/Title of Document FIRST AMENDMENT TO RESTATED BUTTERFIELD TRIAL INDUSTRIAL PARK LEASE

Document Date 12/17/21 Number of Pages 3

Additional Signers \_\_\_\_\_