

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** December 5, 2023

**CONTACT PERSON NAME AND PHONE NUMBER:** Sam Rodriguez, (915) 212-7301

**DISTRICT(S) AFFECTED:** District 3

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

**SUBJECT:**

A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Halloran Family Joint Venture, LLC ("Assignor"), and Hospice of El Paso, Inc. ("Assignee") for the following described property:

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, and municipally known and numbered as 8515 Lockheed Drive, El Paso, Texas.

**BACKGROUND / DISCUSSION:**

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow the transfer of rights possessed by Halloran Family Joint Venture, LLC for a Southern Industrial Site Lease effective February 1, 1986 to Hospice of El Paso, Inc.

**Rental Fee:** 70,939.069 square feet at \$0.45 = \$32,000.00 annually / \$2,666.67 monthly. Next rent increase scheduled for January 2026.

**Term:** Initial term of forty (40) years plus one (1) options of ten (10) years

**PRIOR COUNCIL ACTION:**

- February 1, 1986 – Southern Industrial Site Lease, Jerry M. Coleman as Lessee
- March 18, 1986 – Electrical Easement
- May 12, 1987 – Lessor's Approval of Assignment to Halloran Family Joint Venture
- September 22, 1987 – Estoppel Certificate
- March 31, 2015 – Lessor's Approval of Assignment to Halloran Family Joint Venture, LLC

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue generating item.

**BOARD / COMMISSION ACTION:**

N/A

**DEPARTMENT HEAD:**



Sam Rodriguez, P.E., Director of Aviation



R. Shane Brooks

**RESOLUTION**

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

That the City Manager, or designee, be authorized to sign a Lessor’s Approval of Assignment of the Industrial Site Lease by and among the City of El Paso (“Lessor”), Halloran Family Joint Venture, LLC (“Assignor”) and Hospice of El Paso, Inc. (“Assignee”) regarding the following property:

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, and municipally known and numbered as 8515 Lockheed Dr., El Paso, Texas.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

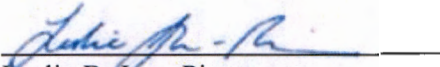
**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leiser  
Mayor

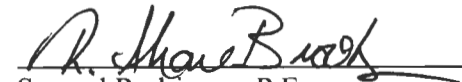
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation  
R. Shane Brooks

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

**LESSOR’S APPROVAL OF ASSIGNMENT**

**WHEREAS**, the City of El Paso (“Lessor”) entered into an Industrial Site Lease (“Lease”) with an effective date of February 1, 1986, by and between Lessor and Jerry M. Coleman covering the following described leased premises:

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, and municipally known and numbered as 8515 Lockheed Dr., El Paso, Texas, (“Property”);

**WHEREAS**, Jerry M. Coleman assigned the Lease to Richard N. Azar and Jerry M. Coleman, Co-Owners doing business as Azar-Coleman Properties;

**WHEREAS**, on May 12, 1987, Lessor approved a Lessor’s Approval of Assignment and Estoppel Certificate of Lessor which consented to the assignment of the Lease to the Halloran Family Joint Venture, a Texas Joint Venture comprised of Margaret M. Halloran, Kathleen H. Burton and Lynda H. Jennett; and

**WHEREAS**, on March 31, 2015, Lessor approved a Lessor’s Approval of Assignment of the Lease to Halloran Family Joint Venture, LLC (“Assignor”); and

**WHEREAS**, Assignor has requested the Lessor’s approval and consent to an assignment of the Lease to Hospice of El Paso, Inc (“Assignee” herein).

**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 to Hospice of El Paso, Inc. (“Assignee”), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under 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 agree 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.** Security deposit required in the amount of three month's rent totaling \$8,000.01 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 shall be sufficient if sent by certified mail, postage prepaid, addressed to:

**ASSIGNOR:** Halloran Family Joint Venture, LLC  
 8 Horseshoe Dr.  
 Highland Village, Texas 75077-6714

**ASSIGNEE:** Hospice of El Paso, Inc.  
 1440 Miracle Way  
 El Paso, Texas 79925  
 Attn: James Voiland, CEO

- 7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignor and Assignee represent and warrant that he or she has the authority legally to bind the Assignor and Assignee 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.** Regardless of the date executed, the Effective Date of this Lessor's Approval of Assignment is \_\_\_\_\_ day of \_\_\_\_\_ 2023.
- 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)*


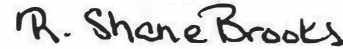
LESSOR: CITY OF EL PASO

\_\_\_\_\_  
Cary Westin  
Interim City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
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 \_\_\_\_\_, 2023, by  
Cary Westin as Interim City Manager of the City of El Paso, Texas. (Lessor)

My Commission Expires:  
\_\_\_\_\_

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

*(Signatures continue on the following page)*



**ASSIGNOR: HALLORAN FAMILY  
JOINT VENTURE, LLC**

By: [Signature]  
Printed Name: BILL BURTON III  
Title: MANAGER

**ASSIGNOR'S ACKNOWLEDGMENT**

MNR Colorado  
THE STATE OF TEXAS )  
MNR Arapahoe  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 17 day of November, 2023,  
by Bill Burton III as Manager of Halloran Family Joint Venture, LLC  
(Assignor).

My Commission Expires:  
09/01/2024

[Signature]  
Notary Public, State of Texas  
MNR Colorado

MEGAN ROBERTS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20224034496  
MY COMMISSION EXPIRES 09/01/2026

*(Signatures continue on the following page)*

ASSIGNOR: HALLORAN FAMILY  
JOINT VENTURE, LLC

By: [Signature]  
Printed Name: Lisa J Wood  
Title: Manager

ASSIGNOR'S ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ <sup>N.C.</sup> NC  
COUNTY OF ~~EL PASO~~ <sup>Buncombe</sup> NC

This instrument was acknowledged before me on this 20 day of Nov., 2023,  
by Wood, Lisa J. as Manager of Halloran Family Joint Venture, LLC  
(Assignor)

My Commission Expires:  
12/1/2026

[Signature]  
Notary Public, State of ~~Texas~~ <sup>N.C.</sup> NC

HAK YONG KIM  
NOTARY PUBLIC  
Henderson County  
North Carolina  
My Commission Expires Dec. 01, 2026

(Signatures continue on the following page)

ASSIGNEE: HOSPICE OF EL PASO,  
INC.

By: [Signature]  
Printed Name: JAMES L. VOILAND  
Title: CEO

ASSIGNEE'S ACKNOWLEDGMENT

THE STATE OF TEXAS )  
  )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 16<sup>th</sup> day of November, 2023,  
by James L. Voiland as CEO of Hospice of El Paso, Inc.  
(Assignee).

My Commission Expires:  
May 10, 2026

[Signature]  
Notary Public, State of Texas

