

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

**AGENDA DATE:** September 28, 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 (Lessor), Golden Peanut Company, LLC (Assignor), and SNRA Commodities, Inc. (Assignee) for the following described property: A portion of Lot 6 and 8, Block 3, Butterfield Trail Industrial Park Unit One, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, and commonly known as 19 Founders, El Paso Texas.

The lease term is forty (40) years with one (1) year and five (5) months remaining plus one (1) ten (10) year option. The site is 134,084.219 square feet at \$0.1728/square foot/year, which equals \$23,169.72 annually or \$1,930.81 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 Golden Peanut Company, LLC. to assign the Ground Lease to SNRA Commodities, LLC, as they are purchasing the building at 19 Founders.

**PRIOR COUNCIL ACTION:**

- March 1, 1983 – Butterfield Trail Industrial Park Lease between City Of El Paso and Jark Joint Venture.
- December 9, 2014 - Lessor's Approval of Assignment to Golden Peanut Company, LLC.

**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, Golden Peanut Company, LLC, and SNRA Commodities, Inc. for the following described property:

A portion of Lots 6 & 8, Block 3, Butterfield Trail Industrial Park Unit One, El Paso International Airport City of El Paso, El Paso County, Texas, and commonly known as 19 Founders Blvd. , 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 January 1, 1983 (“Lease”) between the Lessor and Jark Joint Venture, subsequently assigned to Analytical Information Systems, Inc. dated December 30, 1986; subsequently assigned to Kemp Enterprises, Inc. dated July 21, 1998; subsequently assigned to Wood Traditions Furniture Co., Inc. dated September 25, 2007; subsequently assigned to Camilla Nut Company, LP dated December 18, 2007 subsequently assigned to Golden Peanut Company, LLC dated December 9, 2014 ( the “Assignor”):

WHEREAS, the Lease pertains to the following described property:

A portion of Lots 6 & 8, Block 3, Butterfield Trail Industrial Park, Unit One, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, commonly known as 19 Founders, El Paso, Texas, (“Property”);

WHEREAS, Assignor has requested the Lessor’s approval and consent to an assignment of the Lease to SNRA Commodities, Inc.

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 SNRA Commodities, Inc. (“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.** Prior to the commencement of this Lease, Lessee shall tender to Lessor an irrevocable letter of credit, or other surety acceptable to the Director (“Security Deposit”) in an amount equal to three (3) months of Rent to guarantee the faithful performance of Lessee of its obligations under this Lease and the payment of all Rent due hereunder. Lessee shall be obligated to maintain such Security Deposit in effect until the expiration of eighteen (18) consecutive months from the Effective Date of this Lease during which Lessee commits no Event of Default under this Lease. Such Security Deposit shall be in such form as shall be acceptable to Lessor in its reasonable discretion. After expiration of such eighteen (18) month period and if no Event of Default by Lessee has occurred, Lessor shall return the Security Deposit to Lessee. Lessor’s rights under this Section shall be in addition to all other rights and remedies provided to Lessor under this Agreement.
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: Golden Peanut Company, LLC  
100 North Point Center East, Suite 400  
Alpharetta, Georgia 30022  
  
ASSIGNEE: SNRA Commodities, Inc  
6320 La Posta Drive  
El Paso, Texas 79912  
Attn: Sam Digregorio
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: GOLDEN PEANUT COMPANY, LLC

By: Cynthia Ervin  
Print Name: Cynthia Ervin  
Title: Vice President & Asst. Secretary

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF ILLINOIS )  
 )  
COUNTY OF MACON )

This instrument was acknowledged before me on this 16th day of September, 2021,  
by Cynthia Ervin, VP & Asst. Secretary of Golden Peanut Company, LLC  
on behalf of said corporation (Assignor).

My Commission Expires:  
08-04-2022

Faith L. Frey

Notary Public, State of Illinois



(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE: SNRA COMMODITIES, INC.

By: Sam Di Gregorio  
Print Name: SAM DiGregorio  
Title: President

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas )  
COUNTY OF El Paso )

This instrument was acknowledged before me on this day of 9-17, 2021, by Sam DiGregorio, of \_\_\_\_\_, on behalf of said SNRA Commodities (Assignee).

Marie Gabrielle Altheide  
Notary Public, State of Texas

My Commission Expires:

May 27 2022

