

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

AGENDA DATE: August 30, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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 Lessor's Approval Of Assignment on Butterfield Trail Industrial Park Lease by and between the City of El Paso, Alamo Properties Joint Venture a Texas Joint Venture, and JQBC Spur, L.L.C., regarding the following described property: A portion of Lot 8, Block 12, Butterfield Trail Industrial Park, Unit Three, El Paso International Airport City of El Paso, El Paso County, Texas (approximately 199,436 SQ FT), commonly known as 34 Spur Drive, El Paso, Texas.

With a term beginning on January 01, 1989 ("Effective Date"), and ending on December 31, 2028 for an annual rent fee of \$48,522.72 or \$4,043.56 per month.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow the transfer of rights and obligations possessed by Alamo Properties Joint Venture to JQBC Spur, L.L.C. The Lessee is transferring its interest in the leasehold and selling the improvements to the Assignee.

All terms and conditions of the lease remain the same.

PRIOR COUNCIL ACTION:

- January 1, 1989 – Butterfield Trail Industrial Park Lease between City of El Paso and Alamo Properties Joint Venture.
- December 15, 1992 – Lessor's Approval of Assignment to Ansell Pacific, Inc.
- May 14, 1996 – Resolution rescinding Lessor's Approval of Assignment from Alamo Properties Joint Venture to Ansell Pacific, 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., 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 Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Alamo Properties Joint Venture ("Assignor"), and JQBC Spur, LLC ("Assignee") for the following described property:

A portion of Lot 8, Block 12, Butterfield Trail Industrial Park Unit Three, City of El Paso, El Paso County, Texas, commonly known as 34 Spur Drive, El Paso, Texas.

Dated this ____ day of _____ 2022.

CITY OF EL PASO

Oscar Leaser
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

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

LESSOR’S APPROVAL OF ASSIGNMENT

The City of El Paso (“*Lessor*”) entered into that certain Butterfield Trail Industrial Park Lease, dated effective January 1, 1989 (the “*Lease*”), between the Lessor and Alamo Properties Joint Venture (“*Assignor*”);

WHEREAS, the Lease pertains to the following described property:

A portion of Lot 8, Block 12, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds on Exhibit A appended hereto and made a part hereof for all purposes (“Property”);

WHEREAS, Assignor has requested the Lessor’s approval and consent to an assignment of the Lease to JQBC Spur, 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 JQBC Spur, LLC, a Texas limited liability company (“*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.

Assignor and Assignee have executed and delivered this instrument to Lessor with the understanding that the same will only be effective to assign Assignor’s interest in the Lease to Assignee as of the date of closing and funding of such transaction, but not otherwise. Unless and until such closing occurs, both Assignor and Assignee each reserve the right to terminate this instrument by providing written notice to Lessor. If either party delivers such termination notice, this instrument will be of no further effect, Assignor and Lessor will retain all of their respective rights and liabilities under the Lease and Assignee will have no interest therein.

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 shall be released and discharged from all rights, privileges and obligations under the Lease arising from and after the effective date of the assignment of the Lease, and Assignee shall, as of the effective date of the assignment, enjoy all rights and privileges and be responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **SECURITY DEPOSIT.** An Irrevocable Letter of Credit of Rental Bond in the amount equal to three months' rent is required.
5. **RATIFICATION OF AGREEMENT.** No provision of this consent alters or modifies any of the terms and conditions of the Lease. Except as expressly modified herein, all 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: Alamo Properties Joint Venture
7450 Stonebrook Parkway, Apt. 5309
Frisco, Texas 75034
Attn: Ann Kellen

ASSIGNEE: JQBC Spur, LLC
Attn: William Ridgway Caparis
517 Trails End Court
El Paso, Texas 79932

7. **AUTHORIZED REPRESENTATIVE.** The person signing this Lessor's Approval of Assignment on behalf of the Assignee represents and warrants that he has the authority legally to bind the 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:** 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 _____, 2022.

LESSOR:
CITY OF EL PASO

Tomás González
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 _____, 2022 by Tomás González, as City Manager of the City of El Paso.

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

ATTEST:

ASSIGNOR:

ALAMO PROPERTIES JOINT VENTURE

Printed Name: Mike Kellen

By: [Signature]

Name: Mike Kellen
Title: Joint Venturer

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF collin)

This instrument was acknowledged before me on this 10th day of Aug, 2022, by Mike Kellen, Joint Venturer of Alamo Properties Joint Venture, on behalf of said joint venture.

[Signature]
Notary Public State of Texas

My Commission Expires: 07/20/2025

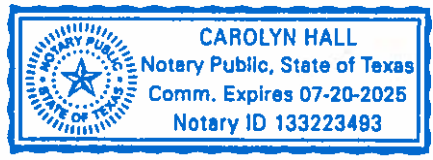


EXHIBIT A

PROPERTY DESCRIPTION
199,436 SQUARE FEET OR
4.578 ACRES

Being a portion of Lot 8, Block 12, Butterfield Trail Industrial Park Unit Three, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a City Monument at the centerline intersection of Celerity Wagon Street (90.00 feet wide) and Spur Drive (90.00 feet wide);

THENCE, along the centerline of said Spur Drive, South 87°54'08" East, a distance of 1,104.65 feet to a point;

THENCE, leaving said centerline, South 02°05'52" West, a distance of 45.00 feet to a point in the south line of said Spur Drive and POINT OF BEGINNING for the herein described tract;

THENCE, along the south line of said Spur Drive, South 87°54'08" East, a distance of 702.10 feet to the northeast corner of said Lot 8;

THENCE, along the southeasterly line of said Lot 8, South 53°07'11" West, a distance of 903.16 feet to a point for corner;

THENCE, leaving said southeasterly line, North 02°05'52" East, a distance of 568.11 feet to the POINT OF BEGINNING and containing 4.578 acres of land.

PREPARED BY:
Faught & Associates Inc.
El Paso, Texas
December 6, 1988
Job No.: 5010-52N