

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

DEPARTMENT: Aviation

AGENDA DATE: November 07, 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:

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"), Portilla Properties and Investment Group, LLC ("Assignor"), and Francis Properties I, LTD ("Assignee") for the following described property:

The northerly 181 feet of Lot 2, 3 and 4, Block 11, El Paso International Airport Tracts, Unit 8, Replat "A", City of El Paso, El Paso County, Texas, comprised of 70,590 SF, commonly known as 8630 Boeing, 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 Portilla Properties and Investment Group, LLC for a Southern Industrial Site Lease effective August 1, 2021 to Francis Properties I, LTD.

Rental Fee: 70,590 square feet at \$0.33 = \$23,294.70 annually / \$1,941.23 monthly. No rental adjustment is due at this time.

Term: Initial term of twenty (20) years plus two (2) options of ten (10) years

PRIOR COUNCIL ACTION:

- June 25, 2021 – Southern Industrial Site Lease

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

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 by and between the City of El Paso ("Lessor"), Portilla Properties and Investment Group, LLC ("Assignor"), and Francis Properties I, LTD ("Assignee") for the following described property:

The northerly 181 feet of Lot 2, 3 and 4, Block 11, El Paso International Airport Tracts, Unit 8, Replat "A", in the City of El Paso, Texas, comprised of 70,590 SF, commonly known as 8630 Boeing, El Paso, Texas.

Approved this the ____ day of _____ 2023.


THE 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 §
 § LESSOR'S APPROVAL OF ASSIGNMENT
COUNTY OF EL PASO §

WHEREAS, the City of El Paso ("Lessor") entered into a Southern Industrial Site Lease, with an Effective Date of August 1, 2021 (the "Lease"), between the Lessor and Portilla Properties and Investment Group, LLC ("Assignor"), for the following described property:

The northerly 181 feet of Lot 2, 3, and 4, Block 11, El Paso International Airport Tracts, Unit 8, Replat A, City of El Paso, El Paso County, Texas, comprised of 70,590 SF, more commonly referred to as 8630 Boeing, El Paso, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Francis Properties I, LTD, a Texas limited partnership.

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 Francis Properties I, LTD, ("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: Portilla Properties and Investment Group, LLC
 725 Mesa Hills, Bldg. 2, Suite 5
 El Paso, Texas 79912-1890

 ASSIGNEE: Francis Properties I, LTD
 P.O. Box 3739
 El Paso, Texas 79923
 Attn: L. Frederick Francis

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 _____, 2023.

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 _____, 20__ by Cary Westin as Interim City Manager for the City of El Paso, Texas (Lessor).

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

ASSIGNOR: Portilla Properties and Investment Group, LLC

By: [Signature]
Raimundo Portilla
Owner

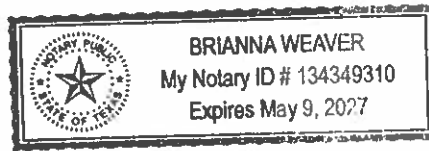
ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 20 day of Oct, 2023 by Raimundo Portilla, as Owner of Portilla Properties and Investment Group, LLC (Assignor).

[Signature]
Notary Public, State of TEXAS

My Commission Expires:
05/09/27



(Signatures continue on the following page)

ASSIGNEE: FRANCIS PROPERTIES I, LTD

By: Francis Properties, LLC, its General Partner

By: _____

Name: Cecilia Figueroa

Its: President

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Texas)

COUNTY OF El Paso)

This instrument was acknowledged before me on this 23rd day of October, 2023, by Cecilia Figueroa, as President of Francis Properties, LLC (Assignee), on behalf of said Francis Properties I, Ltd.

Dana Estrada
Notary Public, State of Texas

My Commission Expires:

January 23, 2027

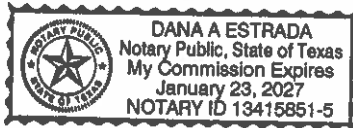


Exhibit "A"
Property Metes and Bounds

Exhibit A

PROPERTY DESCRIPTION

Legal description of a parcel of land being a portion of Lots 2, 3, and 4, Block 11, El Paso International Airport Tracts, Unit 8, Replat "A", City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at the City Monument located at the centerline intersection of Boeing Drive and Lear Street, thence; N 81° 10' 07" E, a distance of 164.00', along the centerline of Boeing Drive to a point, thence; S 8° 49' 53" E, a distance of 34.00 feet, to the POINT OF BEGINNING of this description:

Thence, N 81° 10' 07" E, along the South right of way line of Boeing Drive/North property lines of Lots 2, 3, and 4, of said Block 11, a distance of 390.00 feet, to a point for a corner,

Thence; S 8° 49' 53" E, along the common property line of Lots 4 and 5, of said Block 11, a distance of 181.00 feet, to a point for a corner,

Thence; S 81° 10' 07" W, a distance of 390.00 feet, to a point for a corner, said point being on the common property line of Lots 1 and 2, of said Block 11,

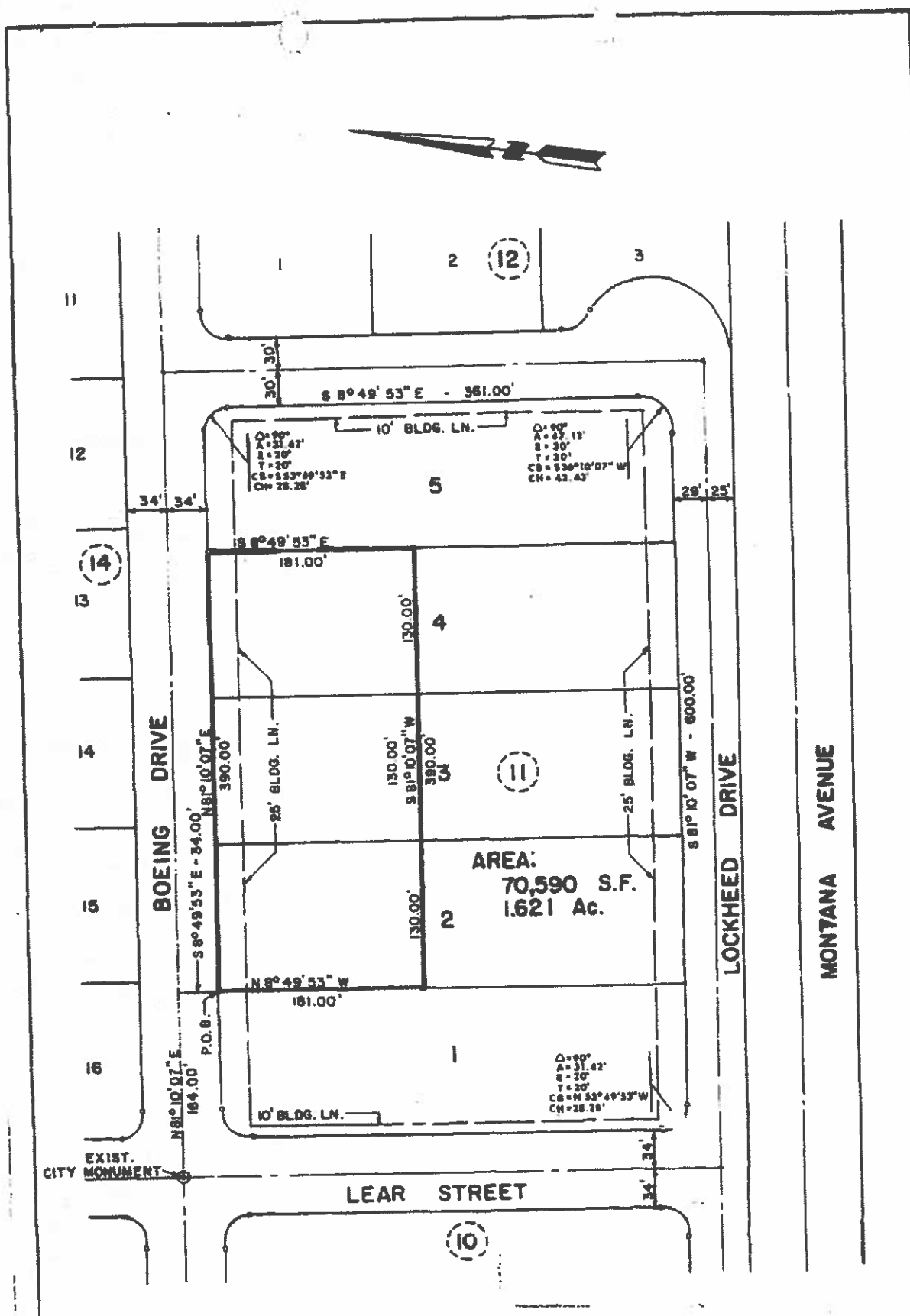
Thence; N 8° 49' 53" W, along the common property line of Lots 1 and 2, of said Block 11, a distance of 181.00 feet, back to the POINT OF BEGINNING.

Said parcel of land contains 70,590.0 square feet of land or 1.62 acres.



Joe Baca, P.E.
RPS TEX #3788
September 27, 1988





PARCEL OF LAND
 BEING A PORTION OF LOTS 2, 3, & 4
 BLOCK 11
 EL PASO INTERNATIONAL AIRPORT
 TRACTS UNIT 8, REPLAT "A"
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

DESIGNED BY: J. BACA, P.E.
 DRAWN BY: M. JACQUEZ
 CHECKED BY: J. BACA, P.E.
 APPROVED BY: SEAN PERRY
 DATE: AUGUST 1999
 SCALE: 1" = 100'