

**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: Samuel 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, SNRA Commodities, Inc., and Prent Corporation, regarding 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 (approximately 134,084.219 SQ FT), commonly known as 19 Founders Blvd., El Paso, Texas.

With a term beginning on March 01, 1983 ("Effective Date"), and ending on February 28, 2023 for an annual rental fee of \$23,169.72 or \$1,930.81 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 SNRA Commodities, Inc. to Prent Corporation. 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:

- 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.
- September 28, 2021 – Lessor's Approval of Assignment to SNRA Commodities, 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., 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 ("Lessor"), SNRA Commodities, Inc. ("Assignor") and Prent Corporation ("Assignee") 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.

APPROVED this ____ day of _____ 2022.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodríguez, 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; subsequently assigned to SNRA Commodities, Inc. (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 Prent Corporation, a Wisconsin corporation.

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 Prent Corporation ("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, Assignee 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 Assignee of its obligations under this Lease and the payment of all Rent due hereunder. Assignee 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 Assignee 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 Assignee has occurred, Lessor shall return the Security Deposit to Assignee. 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: SNRA Commodities, Inc.
6320 La Posta Drive
El Paso, Texas 79912
Attn: Sam Digregorio

ASSIGNEE: Prent Corporation
2225 Kennedy Road
P.O. Box 471
Janesville, WI 53547-0471
Attn: Mark Rothlisberger

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 _____, 2022.

LESSOR: CITY OF EL PASO

Tomás González
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 _____, 2022, 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: SNRA COMMODITIES, INC.

By: [Signature]
Print Name: Sam DiGregorio
Title: President

ASSIGNOR'S ACKNOWLEDGEMENT

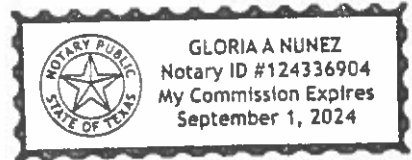
THE STATE OF Texas
COUNTY OF El Paso

This instrument was acknowledged before me on this 16th day of August, 2022,
by Sam DiGregorio President of _____,
on behalf of said corporation (Assignor).

[Signature]
Notary Public, State of Texas

My Commission Expires:
01/1/2024

(Signatures Continue on the Following Page)



ASSIGNEE: PRENT CORPORATION,
a Wisconsin corporation

By: [Signature]
Print Name: Joseph Pregont
Title: President

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Wisconsin
COUNTY OF Rock

This instrument was acknowledged before me on this day of August 15 2022, by Joseph Pregont, President of Prent Corporation on behalf of said Corporation (Assignee).

[Signature]
Notary Public, State of Wisconsin

My Commission Expires:
October 30, 2024



PREPARED FOR: El Paso International Airport
Portion of Lots 6 and 8, Block 3,
Butterfield Trail Industrial Park Unit One, Replat "A",
City of El Paso, El Paso County, Texas

PROPERTY DESCRIPTION

Description of a parcel of land being a portion of Lots 6 and 8, Block 3, Butterfield Trail Industrial Park Unit One, Replat "A", City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

From a point, said point being the centerline intersection of Founders Boulevard and Zane Grey Street, thence North $88^{\circ} 54' 00''$ East along the centerline of Founders Boulevard a distance of 305.68 feet, thence North $01^{\circ} 06' 00''$ West a distance of 60.00 feet to a point lying on the north right-of-way line of Founders Boulevard; thence, along said right-of-way line, 160.46 feet along the arc of a curve to the left, whose radius is 1127.10 feet, whose interior angle is $08^{\circ} 09' 24''$, and whose chord bears North $84^{\circ} 49' 18''$ East a distance of 160.32 feet to THE POINT OF BEGINNING;

Thence North $00^{\circ} 52' 28''$ West a distance of 417.52 feet;

Thence North $88^{\circ} 53' 24''$ East a distance of 340.13 feet;

Thence South $45^{\circ} 29' 13''$ East a distance of 27.56 feet;

Thence South $01^{\circ} 16' 48''$ East a distance of 294.14 feet to a point lying on the north right-of-way line of Founders Boulevard;

Thence, continuing along said right-of-way line, South $69^{\circ} 46' 25''$ West a distance of 161.51 feet;

Thence, continuing along said right-of-way line, 215.79 feet along the arc of a curve to the right, whose radius is 1127.10 feet, whose interior angle is $10^{\circ} 58' 10''$, and whose chord bears South $75^{\circ} 15' 30''$ West a distance of 215.46 feet to the POINT OF BEGINNING and containing 134,084.269 square feet, or 3.078 acres of land, more or less, subject to all easements of record.



Ramon E. Lara, P.E.
CREMANS, INC.

Revised: April 19, 1983

