

**CITY OF EL PASO, TEXAS  
AGENDA SUMMARY FORM**



**DEPARTMENT / COUNCIL OFFICE:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**AGENDA ITEM:**

**ISSUE STATEMENT:**

**BACKGROUND:**

**COUNCIL OPTIONS:**

**COMMITTEE REVIEW AND/OR RECOMMENDATION:**

**COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:**

**RELATED CITY POLICIES:**

**PRIOR COUNCIL ACTION:**

**LEGAL REVIEW:**

*Legal counsel reviewed as a part of Council packet*

*Legal counsel reviewed in advance of packet as an individual item*

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**ATTACHMENTS:**

**FOR MORE INFORMATION:**

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**SIGNATURE:**

*Gvette Hernandez*

(If Agenda Summary Form is initiated by Purchasing, client department should sign also)

**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 for the Butterfield Trail Industrial Park Lease (“Lease”) by and between the City of El Paso (“Lessor”) and RNDC Texas, LLC. (“Assignor”) and Lone Oak - El Paso, L.L.C. (“Assignee”), regarding the following described property:

A portion of Lot 7, Block 13, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 35 Celerity Wagon Street, El Paso, Texas 79906.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

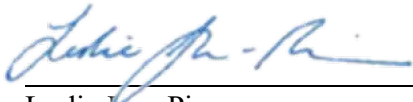
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

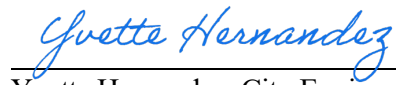
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez, City Engineer  
Deputy City Manager

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, with an Effective Date of January 1, 1997 (the “Lease”) by and between Louis Kennedy for the following described property:

A portion of Lot 7, Block 13, Butterfield Trail Industrial Park Unit Three, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 35 Celerity Wagon Street, El Paso, Texas 79906 and being more particularly described by metes and bounds in Exhibit “A” attached hereto and made a part hereof (“Property”);

**WHEREAS**, the Lease was amended by a First Amendment to Lease with an effective date of May 5, 1998, for the purpose of changing lessee’s rights with regard to subleasing;

**WHEREAS**, the Lease was assigned to The Kennedy 1978 Trust pursuant to that Lessor’s Approval of Assignment with an effective as of April 1, 1998; and

**WHEREAS**, the Lease was assigned to FINSA El Paso, Inc., pursuant to the Lessor’s Approval of Assignment with an effective date of July 1, 2001; and

**WHEREAS**, the Lease was amended by a Second Amendment to Lease with an effective date of August 3, 2004, for the purpose of correcting a clerical error; and

**WHEREAS**, the Lease was assigned to SL EP Industrial, LP pursuant to that Lessor’s Approval of Assignment effective as of December 10, 2013; and

**WHEREAS**, the Lease was assigned to RNDC Texas, LLC (“Assignor”) pursuant to the Lessor’s Approval of Assignment effective as of January 10, 2017; and

**WHEREAS**, Assignor has requested the Lessor’s approval and consent to an assignment of the Lease to Lone Oak - El Paso, L.L.C. (“Assignee”).

**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 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 the Lessor an irrevocable letter of credit, cash security deposit, or other surety 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; provided, however, a cash deposit shall be acceptable. After the aforementioned timeframe has occurred, Lessor shall return the Security Deposit to Assignee. Lessor's right 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:**

RNDC Texas, LLC  
Republic National Distributing Company  
4300 Wildwood Parkway, Suite 200  
Atlanta, GA 30339  
Attn: Dennis Bashuk, Executive Vice President, Treasurer

**ASSIGNEE:**

Lone Oak – El Paso, L.L.C., a Delaware limited liability company and qualified in Texas  
6250 N. River Road, Suite 9000  
Rosemont, Illinois 60018  
Attn: Michael J. Manfred, Treasurer

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.

**APPROVED THIS \_\_\_\_\_, 2026.**


**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez, City Engineer  
Deputy City Manager

**LESSOR'S ACKNOWLEDGEMENT**

**THE STATE OF TEXAS )**  
**)**  
**COUNTY OF EL PASO )**

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2026 by Dionne Mack as 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: RNDC Texas, LLC

Signed by:

By: [Signature]  
Print Name: Dennis Bashuk  
Title: Executive VP, Treasurer

ASSIGNOR'S ACKNOWLEDGEMENT

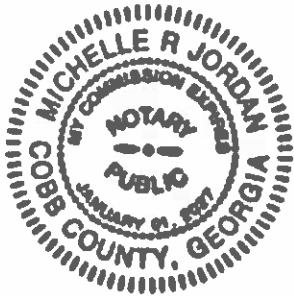
THE STATE OF Georgia  
COUNTY OF Cobb

This instrument was acknowledged before me on this 21 day of May, 2026, by Dennis Bashuk (Name of Officer), Exec. V.P. Treas. (Title of Officer), of RNDC Texas, LLC, on behalf of said corporation (Assignor).

My Commission Expires:

11/1/27

[Signature]  
Notary Public, State of Georgia



(Signatures continue on the following page)

ASSIGNEE: LONE OAK - EL PASO, L.L.C.

By: [Signature]  
Print Name: Michael J. Manfred  
Title: Treasurer

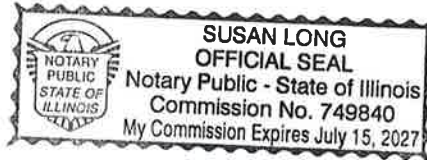
ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Illinois )  
COUNTY OF Cook )

This instrument was acknowledged before me on this 15<sup>th</sup> day of May, 2026, by Michael J. Manfred (Name of Officer), Treasurer (Title of Officer), Lone Oak - El Paso, L.L.C. a Delaware limited liability company and qualified in Texas, on behalf of said corporation.

[Signature]  
Notary Public, State of Illinois

My Commission Expires:  
7/15/2027



(Exhibit "A" on the following pages)

**PROPERTY DESCRIPTION  
230,328 SQUARE FEET  
OR 5.288 ACRES**

Being a portion of Lot 7, Block 13, Butterfield Trail Industrial Park, Unit Three, City of El Paso, El Paso County, Texas and being more particularly described by meets and bounds as follows:

**COMMENCING FOR REFERENCE** at the City Monument at the centerline intersection of Spur Drive (90 feet wide) and Celerity Wagon Street (90 feet wide);

**THENCE**, along the centerline of said Celerity Wagon Street, North  $02^{\circ} 05' 52''$  East, a distance of 635.00 feet to a point;

**THENCE**, leaving said centerline, North  $87^{\circ} 54' 08''$  West, a distance of 45.00 feet to a point in the West right of way line of said Celerity Wagon Street and **POINT OF BEGINNING** for the herein described tract;

**THENCE**, leaving said right of way line, North  $87^{\circ} 54' 08''$  West, a distance of 470.00 feet to a point;

**THENCE**, North  $02^{\circ} 05' 52''$  East, a distance of 490.62 feet to a point in the South right of way line of Walter Jones Boulevard (120 feet wide);

**THENCE**, along said South right of way line, South  $87^{\circ} 54' 08''$  East, a distance of 435.00 feet to a point at the beginning of a curve to the right in the West right of line of said Celerity Wagon Street;

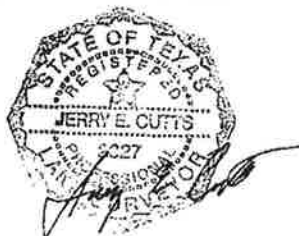
**THENCE**, along said West right of way line the following two courses:

Along the arc of said curve (Delta angle =  $90^{\circ} 00' 00''$ , Radius = 35.00 feet, Chord = South  $42^{\circ} 54' 08''$  East, 49.50 feet) a distance of 54.98 feet to a point;

South  $02^{\circ} 05' 52''$  West, a distance of 455.62 feet to the **POINT OF BEGINNING** and containing 230,328 square feet or 5.288 acres of land.

**NOT A GROUND SURVEY**

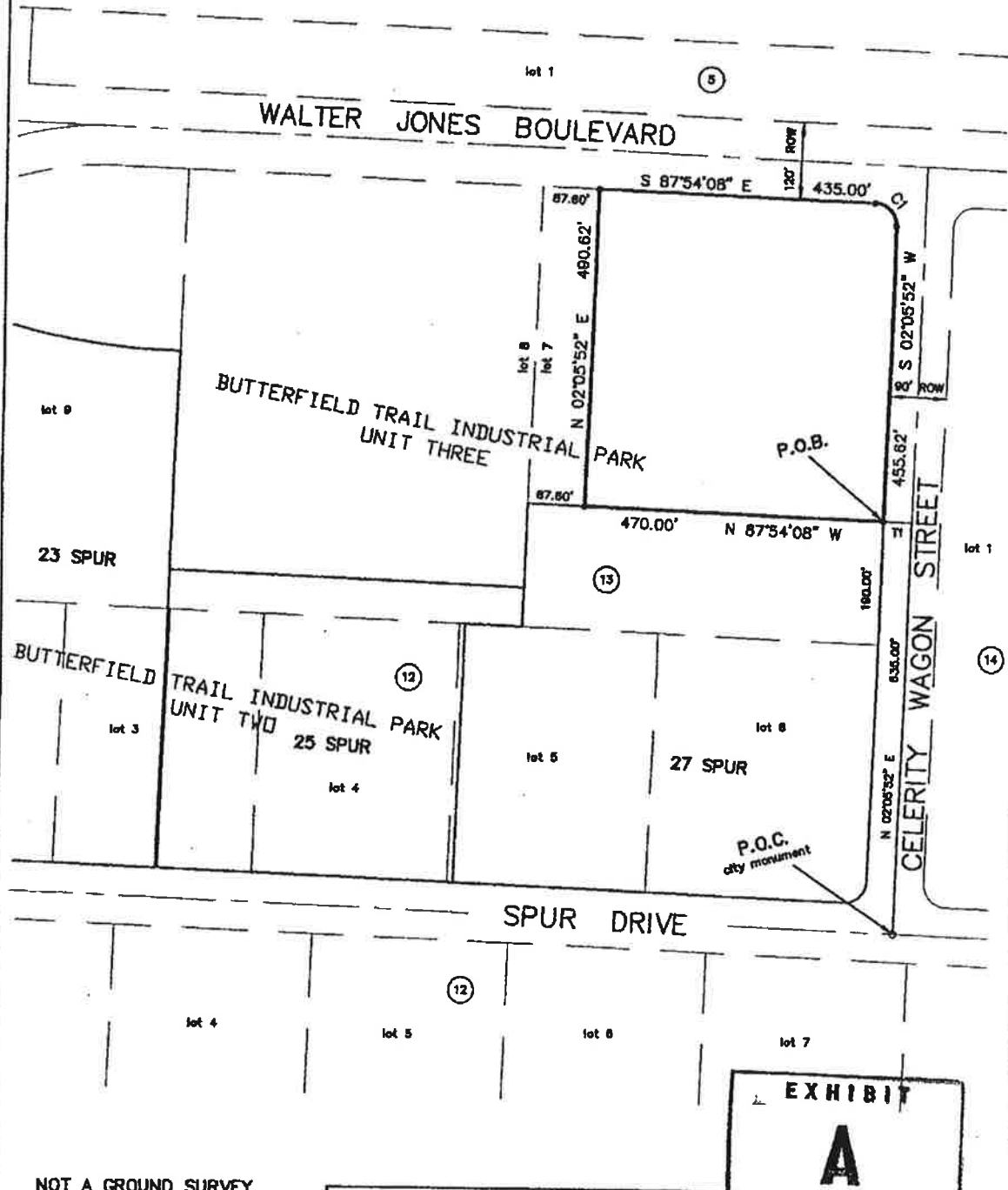
**PREPARED BY:**  
Faught & Associates Inc.  
El Paso, Texas  
December 5, 1996  
Job No. S5010-91A



LINE	DIRECTION	DISTANCE
T1	N 87°54'08" W	45.00'



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	35.00'	54.98'	35.00'	49.50'	S 42°54'08" E	90°00'00"



NOT A GROUND SURVEY

**EXHIBIT**  
**A**

**Faught & Associates Inc.**  
CONSULTING ENGINEERS

433 Executive Center Blvd.  
El Paso, Texas 79902  
(915) 542-4900

230,328 Sq. Ft.  
5.288 Acres

**EXHIBIT**  
PORTION OF LOT 7, BLOCK 13,  
BUTTERFIELD TRAIL INDUSTRIAL PARK UNIT THREE,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Drawn By: JC	Date: 12-05-96	Scale: 1"=200'	Job No: S5010-91A
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# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name Lone Oak - El Paso, L.L.C.

Business Name Lone Oak - El Paso, L.L.C.

Agenda Item Type \_\_\_\_\_

Relevant Department \_\_\_\_\_

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:  Date: 05.22.2026