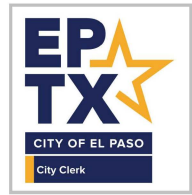


**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Aviation

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Tony Nevarez

PHONE NUMBER: (915) 212-7301

2nd CONTACT PERSON NAME: Debbie Olivas

PHONE NUMBER: (915) 212-7337

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL:

Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL:

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") and CLK New-Star RE, LP ("Assignor") and Vision AHM, LLC ("Assignee") regarding the following Property:

A portion of Lot 1, Block 3, Butterfield Trail Industrial Park, Unit One, Replat C, City of El Paso, El Paso County, Texas, municipally known and numbered as 7120 Airport Road, El Paso, Texas.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval to allow CLK New-Star RE, LP to assign the lease to Vision AHM, LLC for 7120 Airport Road.

Rental Fee: 51,251 square feet of land at \$1.71= \$87,639.21 per annum or \$7,303.27 per month.

Term: Initial term of five (5) years commencing on August 1, 2020, with three (3) Option periods of five (5) years.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

August 1, 2020 - Butterfield Industrial Park Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
| | |

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Juan Antonio Nevarez

Digitally signed by Juan Antonio Nevarez
Date: 2025.07.21 10:00:55 -06'00'

(If Department Head 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 by and between the City of El Paso ("Lessor") and CLK NEW STAR RE, LP ("Assignor") and Vision AHM, LLC ("Assignee") regarding the following property:

A portion of Lot 1, Block 3, Butterfield Trail Industrial Park, Unit One, Replat C, City of El Paso, El Paso County, Texas, municipally known and numbered as 7120 Airport Road, El Paso, Texas, and fully described in Exhibit "A" attached hereto and incorporated by reference (the "Premises").

APPROVED this ____ day of _____, 2025.

THE 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:

Juan Antonio Nevarez, CM, ACE, IACE
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, with an Effective Date of August 1, 2020 (the "Lease"), between the Lessor and CLK NEW STAR RE, LP ("Assignor"), for the following described property:

A portion of Lot 1, Block 3, Butterfield Trail Industrial Park, Unit One, Replat C, City of El Paso, El Paso County, Texas, municipally known and numbered as 7120 Airport Road, El Paso, Texas and being more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Vision AHM, LLC ("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, 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. After 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: CLK- NEW STAR RE, LP
 Attn: Carl Karcher Jr.
 72295 Manufacturing Rd.
 Thousand Palms, CA 92276

 ASSIGNEE: Vision AHM, LLC
 Attn: Mohammad Abul-Fielat
 14275 Pipeline Ave
 Chino, CA 91710
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 _____, 2025.

LESSOR: CITY OF EL PASO

Dionne Mack
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Juan Antonio Nevarez
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2025 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:

CLK NEW STAR RE, LP

By: Carl Karcher

Print Name: Carl Karcher Jr.

Title: Principal

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Utah

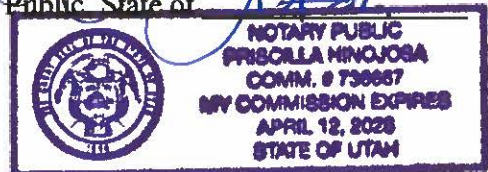
COUNTY OF Summit

This instrument was acknowledged before me on this 25 day of June, 2025, by Priscilla Hinojosa (Name of Officer), notary (Title of Officer), of Utah (Name of Corporation), on behalf of said corporation (Assignor).

My Commission Expires:


April 12, 2028

Notary Public, State of Utah



(Signatures continue on the following page)

ASSIGNEE:
Vision AHM, LLC

By: 
Print Name: Mohammad Abdul-Fielat
Its: CEO

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF _____)
COUNTY OF _____)

**SEE ATTACHED
NOTARIAL CERTIFICATE**

This instrument was acknowledged before me on this _____ day of _____, 2025, by
_____ (Name of Officer), _____ (Title of Officer),
_____ (Assignee Legal Name), a _____ (State of
Incorporation), on behalf of said corporation.

Notary Public, State of _____

My Commission Expires:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On May 5 2025 before me, Adrian Pino Jordan (Notary Public)
(insert name and title of the officer)

personally appeared Mohamad Gazi Galeb Abul Fielat,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

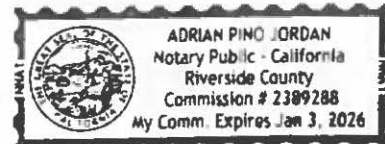


EXHIBIT "A"

PROPERTY DESCRIPTION 128,618 Square Feet or 2.953 Acres

Being a portion of Lot 1, Block 3, Butterfield Trail Industrial Park Unit One, Replat "C"(recorded in volume 61, page 71, plat records), City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found concrete nail at the intersection of Founders Boulevard (120 feet wide) and Concord Street (90 feet wide) and the city monument at Founders Boulevard and Zane Grey Street bears, North 88°54'00" East, a distance of 1090.00 feet;

THENCE, along the center line of said Founders Boulevard, South 88°54'00" West, a distance of 249.22 feet;

THENCE; leaving said centerline, North 01°06'00" West, a distance of 60.00 feet to a found ½ inch rebar at the Southeast corner of Lot 1 in the North right-of-way line of said Founders Boulevard;

THENCE, along the East line of said Lot 1, North 01°06'00" West, a distance of 15.00 feet to a set ½ inch rebar with cap marked (Tx2027) and **POINT OF BEGINNING** for the herein described tract;

THENCE, South 88°54'00" West, a distance of 232.36 feet to a set ½ inch rebar with cap marked (Tx2027) at the beginning of a curve to the right;

THENCE, along the arc of said curve (Delta Angle = 90°01'05", Radius = 38.00 feet, Chord = North 46°05'28" West, 53.75 feet) a distance of 59.70 feet to a set ½ inch rebar with cap marked (Tx2027);

THENCE, South 88°55'05" West, a distance of 7.00 feet to a set ½ inch rebar with cap marked (Tx2027) in the East right-of-way line of Airport Road;

THENCE, along said right-of-way line, North 01°04'55" West, a distance of 427.88 feet to a set ½ inch rebar with cap marked (Tx2027) at the Northwest corner of said Lot 1;

THENCE, leaving said right-of-way line and along the North line of said Lot 1, North 88°54'00" East, a distance of 277.23 feet to a found ½ inch rebar at the Northeast corner of said Lot 1;

THENCE, along the East line of said Lot 1, South 01°06'00" East, a distance of 465.89 feet to the **POINT OF BEGINNING** and containing 128,618 square feet or 2.953 Acres of land.

A plat of survey dated April 10, 2000 is a part of this description.

PREPARED BY:
Cutts Land Surveying
El Paso, Texas
April 10, 2000
Job No. 000403



| No. | Delta | Radius | Bearing | Chord | Length |
|-----|-------------|----------|-------------|--------|--------|
| C1 | 90°01'05" | 38.00' | N46°05'28"W | 63.76' | 59.70' |
| No. | Bearing | Distance | | | |
| T1 | N01°08'00"W | 60.00' | | | |
| T2 | N01°08'00"W | 18.00' | | | |
| T3 | S88°55'05"W | 7.00' | | | |

EXHIBIT

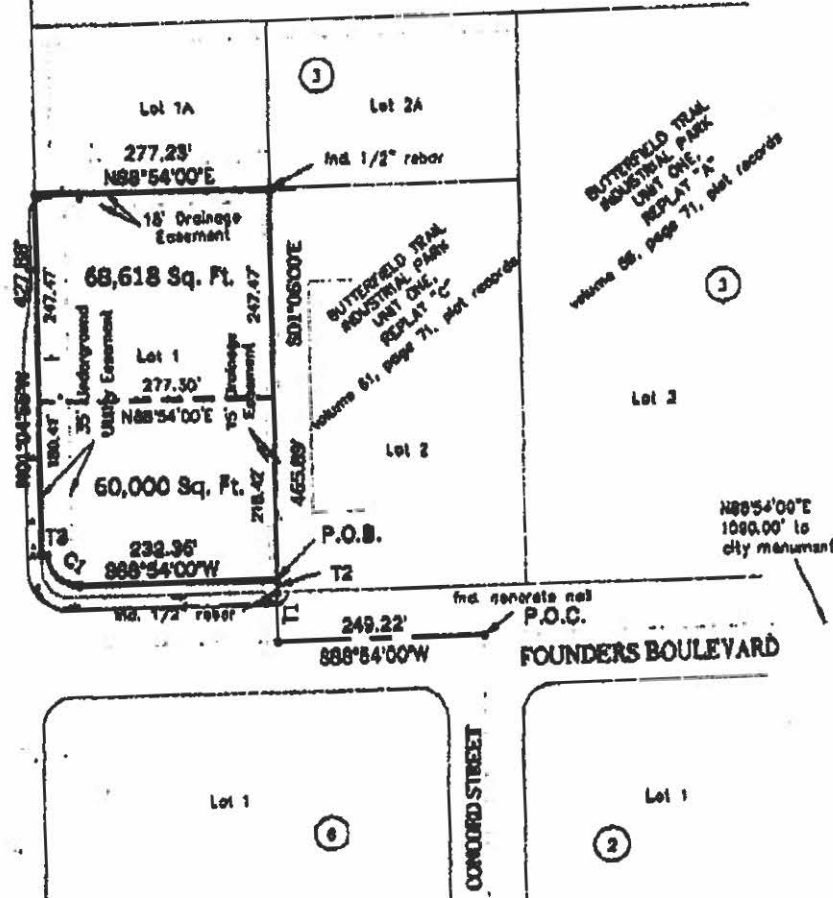
A

BIGGS FIELD
MILITARY RESERVATION

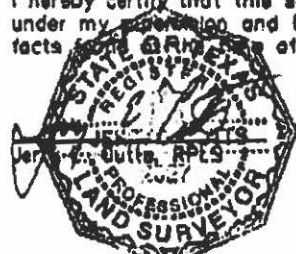
Scale: 1" = 200'

Total
128,618 Sq. Ft.
2.953 Acres

AIRPORT ROAD



I hereby certify that this survey was made on the ground under my supervision and that this plat represents the facts and conditions of this survey.



PLAT OF SURVEY
PORTION OF LOT 1, BLOCK 3,
BUTTERFIELD TRAIL INDUSTRIAL
PARK, UNIT ONE, REPLAT "C",
CITY OF EL PASO, EL PASO COUNTY, TEXAS

NOTE: A metes and bounds description dated April 10, 2000 is a part of this plat.

Revised: 8-22-00 - Divided into two parcels
Date surveyed: 4-10-00
Job No.: 000403

Cutts Land Surveying, Inc.

Professional Land Surveyors

1100 Montana Avenue, Suite 208
El Paso, Texas 79902

Ph. (915) 534-8391
Fx. (915) 534-8394

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 Mohammad Abul-Fielat

Business Name Vision AHM, LLC

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: _____

4-16-25