

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

AGENDA DATE: November 22, 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 be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Kalil Bottling Co. of El Paso ("Assignor"), and Admiral Beverage Corporation, a Wyoming corporation ("Assignee") for the following described property:

Lots 5 & 6, Block 7, El Paso International Airport Tracts, Unit One, City of El Paso, El Paso County, Texas containing 61,564.00 SQ FT, commonly known as 7328 Boeing Drive, El Paso, Texas.

Term: Initial term five (5) years with two (2) options of five (5) years.

Rental Fee: 61,564.00 square feet at \$0.53823598207 = \$33,135.96 per annum or \$2,761.33 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 Kalil Bottling Company of El Paso to Admiral Beverage Corporation.

All terms and conditions of the lease remain the same.

PRIOR COUNCIL ACTION:

- January 19, 2017 – Approval of Industrial Site Lease.

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 be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Kalil Bottling Co. of El Paso ("Assignor"), and Admiral Beverage Corporation, a Wyoming corporation ("Assignee") for the following described property:

Lots 5 and 6, Block 7, El Paso International Airport Tracts, Unit 1, City of El Paso, El Paso County, Texas, containing 61,564 square feet of land more or less, commonly known and numbered as 7328 Boeing Drive, El Paso, Texas.

Approved this the ____ day of _____ 2022.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS

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LESSOR'S APPROVAL OF ASSIGNMENT

COUNTY OF EL PASO

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WHEREAS, the City of El Paso ("Lessor") entered into an Industrial Site Lease, with an Effective Date of January 10, 2017, as amended (the "Lease"), between the Lessor and Kalil Bottling Co. of El Paso, a Texas corporation, for the following described property:

Lots 5 and 6, Block 7, El Paso International Airport Tracts, Unit 1, City of El Paso, El Paso County, Texas, containing 61,564 square feet of land more or less, commonly known and numbered as 7328 Boeing Drive, 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 Admiral Beverage Corporation, a Wyoming 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 Admiral Beverage 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.** A Security Deposit in the amount of \$8,283.99, which is the equivalent to three (3) months of rent, 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: Kalil Bottling Co. of El Paso
Attention: John Kalil
931 S. Highland Avenue
Tucson, AZ 85719

ASSIGNEE: Admiral Beverage Corporation
821 Pulliam Avenue
Worland, WY 82401
Attn: Robert E. Callan, Vice President
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)

ASSIGNOR:
KALIL BOTTLING CO. OF EL PASO,
a Texas corporation

By: [Signature]
Print Name: John P. Kalil
Its: President

ASSIGNOR'S ACKNOWLEDGEMENT

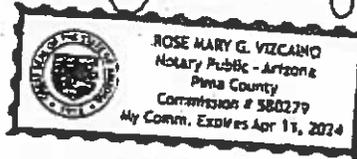
THE STATE OF Arizona
COUNTY OF Pima

This instrument was acknowledged before me on this 14th day of November, 2022,
by John P. Kalil President of Kalil Bottling Co., on behalf of
said corporation (Assignor).

My Commission Expires:

4/11/2024

[Signature]
Notary Public, State of Arizona



(Signatures continue on the following page)

