

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

DEPARTMENT: Aviation

AGENDA DATE: February 27, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, (915) 212-7301

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

SUBJECT:

A Resolution that the Interim City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment between the City of El Paso and The Kennedy 1978 Trust, for the following property:

All of Lots 7, 8, 9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two,
City of El Paso, El Paso County, Texas, municipally known and numbered as
15 Leigh Fisher Blvd., El Paso, Texas

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting the approval of this Lessor's Approval of Assignment to allow the transfer of rights possessed by Kennedy 1978 Trust for its change of entity to Butterfield 15 LK LLC on the Butterfield Industrial Park Lease effective April 2, 2019.

Rental Fee: 627,388 square feet at \$0.2644 = \$165,861.85 annual or \$13,821.82 monthly

Term: Forty (40) years and one (1) ten (10) year option

PRIOR COUNCIL ACTION:

April 2, 2019 – Butterfield Trail Industrial Site Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

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

DEPARTMENT HEAD:

for 

Sam Rodriguez, Aviation Director

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 between the City of El Paso and The Kennedy 1978 Trust, for the following described property:

All of Lots 7,8,9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas.

APPROVED this ____ day of _____, 2024.

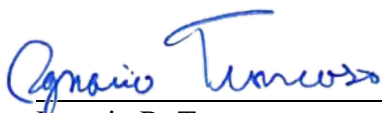
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:


for _____
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 Butterfield Trail Industrial Park Lease, with an Effective Date of April 2, 2019 (the "Lease"), between the Lessor and The Kennedy 1978 Trust, a Trust ("Assignor"), for the following described property:

All of Lots 7,8,9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., 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 Butterfield 15 LK LLC.

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 Butterfield 15 LK LLC, ("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:** The Kennedy 1978 Trust
Louis I. Kennedy, Trustee
10350 Wilshire Blvd., #1103
Los Angeles, CA 90024-4720
- ASSIGNEE:** Butterfield 15 LK LLC
Alan Kennedy, Member/Manager
804 5th Street
Santa Monica, CA 90403
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.

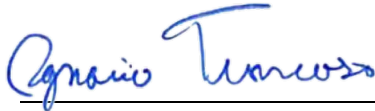
(Signatures begin on the following page)

APPROVED THIS ____ day of _____, 2024.

LESSOR: CITY OF EL PASO

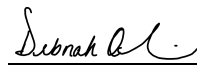
Cary S. Westin
Interim City Manager

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

for 

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 S. 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:
THE KENNEDY 1978 TRUST**

By: Alan Kennedy
Printed Name: ALAN KENNEDY
Title: member manager

ASSIGNOR'S ACKNOWLEDGEMENT

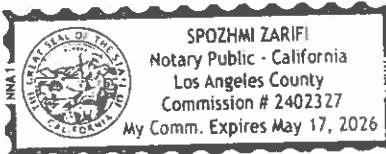
THE STATE OF California
COUNTY OF Los Angeles

This instrument was acknowledged before me on this 9th day of Feb, 2024, by Alan Kennedy, its Trustee of The Kennedy 1978 Trust, on behalf of said corporation (Assignor).

My Commission Expires:

May 17, 2026

SPOZHI ZARIFI
Notary Public, State of California



(Signatures continue on the following page)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

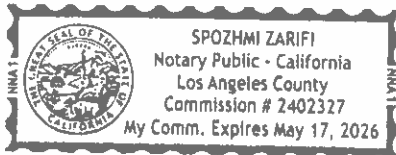
State of California

County of Los Angeles }

On Feb 9th, 2024 before me, SPOZHM ZARIFI Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alan Kennedy
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lessor's Approval of Assignment

Document Date: 12-9-2024 Number of Pages: 5

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

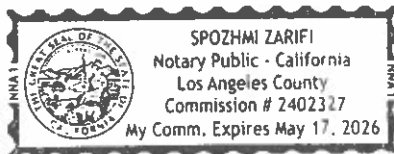
ASSIGNEE:
BUTTERFIELD 15 LK LLC

By: Alan Kennedy
Printed Name: ALAN KENNEDY
Title: member/manager

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF California
COUNTY OF Los Angeles

This instrument was acknowledged before me on this 9th day of Feb, 2024, by Alan Kennedy, its Trustee of Butterfield 15 LK LLC (Assignee), on behalf of said LLC.



[Signature]
Notary Public, State of California

My Commission Expires:

May 17, 2026

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of Los Angeles

On Feb 9th, 2024
Date

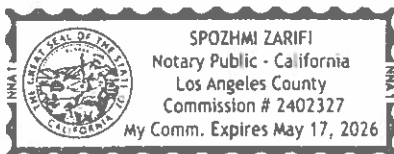
before me,

Sporhni Zarifi, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Alan Kennedy
Name(s) of Signer(s)

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]
Signature
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lesser's Approval of Assignment

Document Date: 12-9-2024 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____