

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** April 13, 2021

**CONTACT PERSON NAME AND PHONE NUMBER:** Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

**DISTRICT(S) AFFECTED:** 3

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

**SUBJECT:**

The City Manager be authorized to sign a Lessor's Approval of Assignment of the Ground Lease, by the City of El Paso ("Lessor"), Infinity Nine at El Paso, LLC, LLC ("Assignor") and Sealy Hawkins Boulevard, LLC ("Assignee") for property described as Lots 1, Block 14, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, also known as 1701 Hawkins Boulevard, El Paso, Texas.

The remaining lease term is 19 years and 7 days with two (2) five-year options. The site is 235,245 SF at \$0.3119 per SF and the annual rent is \$73,372.92. The lease agreement expires April 30, 2040 with option to extend to April 20, 2050.

**BACKGROUND / DISCUSSION:**

Infinity Nine at El Paso, LLC requests the ground lease be assigned to Sealy Hawkins Boulevard, LLC, as they are purchasing the building at 1701 Hawkins from Infinity Nine at El Paso, LLC.

**PRIOR COUNCIL ACTION:**

May 1, 2000 – Lease Agreement  
July 24, 2001 – Assignment  
February 14, 2012 – Assignment  
August 9, 2016 – Assignment

**AMOUNT AND SOURCE OF FUNDING:**

N/A This is a revenue – generating item.

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

  
Samuel Rodriguez, P.E.  
Aviation Director

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager is authorized to sign a Lessor's Approval of Assignment of the Ground Lease, by and between the City of El Paso ("Lessor"), Infinity Nine at El Paso, LLC ("Assignor"), and Sealy Hawkins Boulevard, L.L.C. ("Assignee") for the following described property:

Lot 1, Block 14, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, municipally known and numbered as 1701 Hawkins Boulevard, El Paso, Texas.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021.

### 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 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 Ground Lease, with an Effective Date of May 1, 2000 (the "Lease"), between the Lessor and FedJones El Paso, L.L.C., ("Original Lessee"), for the following described property:

Lot 1, Block 14, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas as more fully described on Exhibit "A", which is attached hereto and incorporated herein for all purposes, which is also municipally known and numbered as 1701 Hawkins Boulevard, El Paso, Texas:

**WHEREAS**, on July 24, 2001, Lessor approved the assignment of the Lease to Bit-Tel Investment, LLC by that Lessor's Approval of Assignment effective August 1, 2001; and

**WHEREAS**, on February 14, 2012, Lessor approved the assignment of the Lease to Durham Properties, L.L.C.; and

**WHEREAS**, on August 9, 2016, Lessor approved the assignment of the Lease to Infinity Nine at El Paso, LLC ("Assignor"); and

**WHEREAS**, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Sealy Hawkins Boulevard, L.L.C, a Georgia limited liability company ("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 Sealy Hawkins Boulevard, L.L.C. ("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:** Infinity Nine at El Paso, LLC  
                650 Third Ave South, 15<sup>th</sup> Floor  
                Minneapolis, MN 55402  
  
    **ASSIGNEE:** Sealy Hawkins Boulevard, LLC  
                c/o Sealy & Company  
                333 Texas Street, Suite 1050  
                Shreveport, LA 71101  
                Attn: Mark P. Sealy
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 \_\_\_\_\_, 2021.

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 \_\_\_\_\_, 2021, 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)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and delivered to be effective as of the Effective Date.

INFINITY NINE AT EL PASO, L.L.C.,  
a Texas limited liability company

By:   
Donny Braun, Manager

STATE OF MN §  
§  
COUNTY OF HENNEPIN §

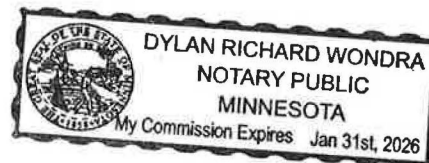
BEFORE ME, the undersigned Notary Public, on this day personally appeared Donny Braun, Manager of Infinity Nine at El Paso, L.L.C., a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said limited liability company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22 day of MARCH, 2021.

  
Notary Public in and for the State of MN

WHEN RECORDED RETURN TO:

Jackson Walker LLP  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701  
Attn: Michelle Moore Smith



ASSIGNEE:

SEALY HAWKINS BOULEVARD, L.L.C.,  
a Georgia limited liability company

By: Sealy SIP III Master Associates, L.L.C.,  
a Georgia limited liability company,  
its Managing Member


By: Mark P. Sealy  
Mark P. Sealy, Manager

**ACKNOWLEDGMENT**

STATE OF LOUISIANA §  
PARISH §  
COUNTY OF CADDO §

The foregoing instrument was acknowledged before me on this the 22 day of March, 2021, by Mark P. Sealy, Manager of Sealy SIP III Master Associates, L.L.C., a Georgia limited liability company, the Managing Member of Sealy Hawkins Boulevard, L.L.C., a Georgia limited liability company, on behalf of said liability company for the purposes and consideration expressed in the foregoing instrument.

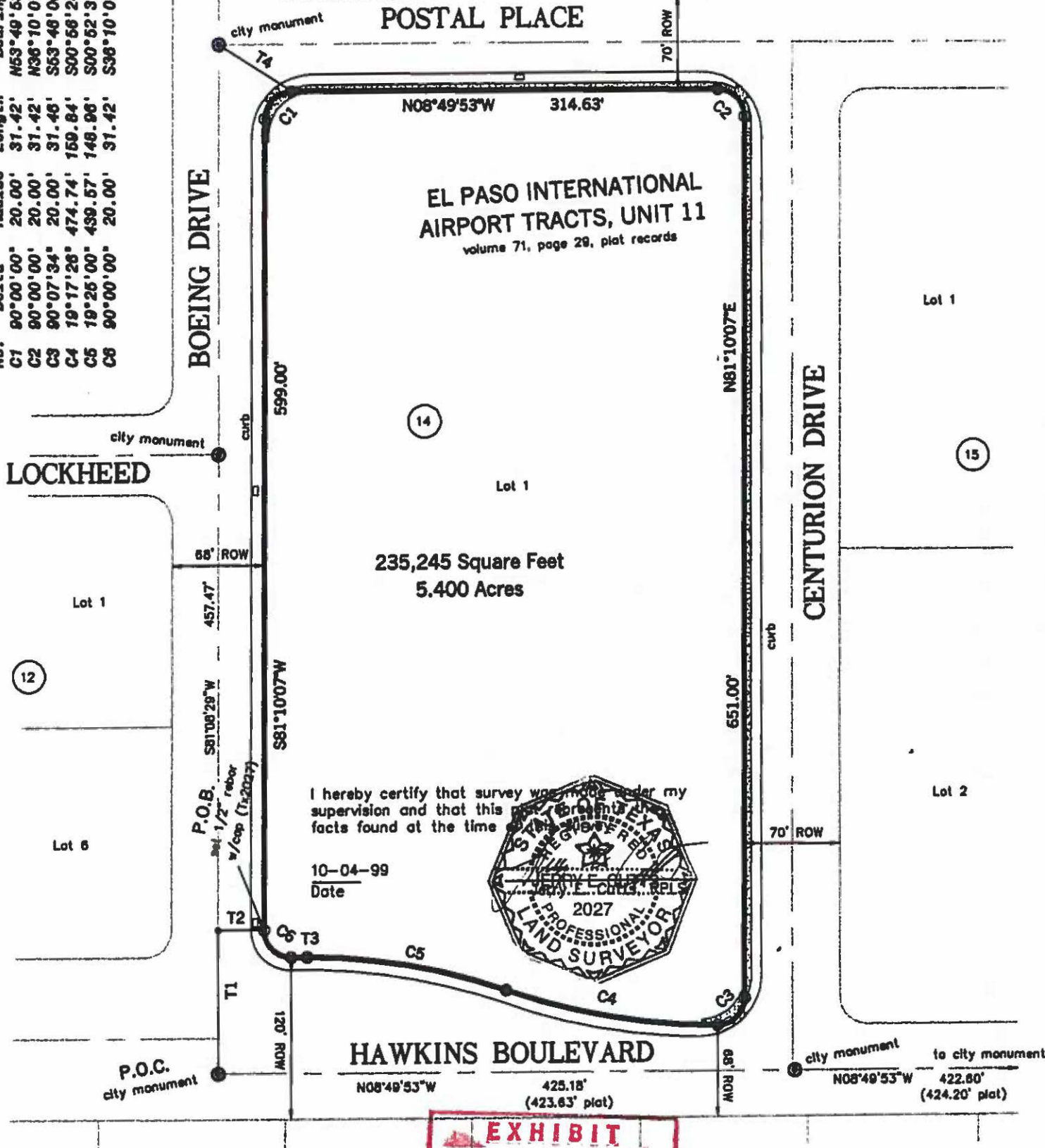
Given under my hands this 22 day of March, 2021.

Melissa P. Riddick  
Notary Public for the State of Louisiana  
 MELISSA P. RIDDICK  
NOTARY PUBLIC # 6454  
STATE OF LOUISIANA  
CADDO PARISH  
My Commission Expires At Death.



No.	Delta	Radius	Length	Bearing	Chord
C1	90°00'00"	20.00'	31.42'	N53°49'53"W	28.28'
C2	90°00'00"	20.00'	31.42'	N38°10'07"E	28.28'
C3	90°07'34"	20.00'	31.45'	S53°48'06"E	28.32'
C4	19°17'20"	474.74'	159.84'	S00°58'24"W	159.08'
C5	19°25'00"	439.57'	148.96'	S00°52'37"W	148.25'
C8	90°00'00"	20.00'	31.42'	S36°10'07"W	28.28'

No.	Bearing	Distance
T1	S81°10'07"W	108.00'
T2	N08°49'53"W	34.00'
T3	S08°49'53"E	11.88'
T4	S24°07'11"W	64.35'



## PLAT OF SURVEY

LOT 1, BLOCK 14,

EL PASO INTERNATIONAL AIRPORT TRACTS, UNIT 11,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS



Date Surveyed: 10-04-99  
Job No.: 990815

**Cutts Land Surveying, Inc.**

Professional Land Surveyors

1100 Montana Avenue, Suite 208  
El Paso, Texas 79902

Ph. (915) 534-9391  
Fx. (915) 534-9394

## PROPERTY DESCRIPTION

235,245 Square Feet or 5.400 Acres

Being all of Lot 1, Block 14, El Paso International Airport Tracts, Unit 11 (recorded in volume 71, page 29, 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 the city monument at the intersection of Boeing Drive (68 feet wide) and Hawkins Boulevard (68 feet wide) and the city monument at the intersection of said Hawkins Boulevard and Centurion Drive bears, North  $08^{\circ}49'53''$  West, 425.18 feet (423.63 plat) and the city monument at the intersection of said Boeing Drive and Lockheed bears, South  $81^{\circ}08'29''$  West, 457.47 feet;

**THENCE**, along the centerline of said Boeing Drive, South  $81^{\circ}10'07''$  West, a distance of 106.00 feet;

**THENCE**, leaving said centerline, North  $08^{\circ}49'53''$  West, a distance of 34.00 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in the North right-of-way line of said Boeing Drive and **POINT OF BEGINNING** for the herein described tract;

**THENCE**, along said North right-of-way line, South  $81^{\circ}10'07''$  West, a distance of 599.00 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in the East right of way line of Postal Place (70 feet wide) and the city monument at the intersection of said Postal Place and Boeing Drive bears, South  $24^{\circ}07'11''$  West, 64.35 feet;

**THENCE**, along said right-of-way line the following two (2) courses:

Along the arc of a curve to the right (Delta Angle =  $90^{\circ}00'00''$ , Radius = 20.00 feet, Chord = North  $53^{\circ}49'53''$  West, 28.28 feet) a distance of 31.42 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027);

North  $08^{\circ}49'53''$  West, a distance of 314.63 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in the South right-of-way line of Centurion Drive (70 feet wide);

**THENCE**, along said right-of-way line the following three (3) courses:

Along the arc of a curve to the right (Delta Angle =  $90^{\circ}00'00''$ , Radius = 20.00 feet, Chord = North  $36^{\circ}10'07''$  East, 28.28 feet) a distance of 31.42 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027);

North  $81^{\circ}10'07''$  East, a distance of 651.00 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) at the beginning of a curve to the right;

Along the arc of said curve (Delta Angle =  $90^{\circ}07'34''$ , Radius 20.00 feet, Chord = South  $53^{\circ}46'06''$  East, 28.32 feet) a distance of 31.46 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in the West right-of-way line of said Hawkins Boulevard;

**THENCE**, along said right of way line the following three (3) courses:



Along the arc of a curve to the right (Delta Angle =  $19^{\circ}17'26''$ , Radius = 474.74 feet, Chord = South  $00^{\circ}56'24''$  West, 159.08 feet) a distance of 159.84 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) at the beginning of a curve to the left;

Along the arc of said curve (Delta Angle =  $19^{\circ}25'00''$ , Radius = 439.57 feet, Chord = South  $00^{\circ}52'37''$  West, 148.25 feet) a distance of 148.96 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027);

South  $08^{\circ}49'53''$  East, a distance of 11.68 feet to a set  $\frac{1}{2}$  inch rebar with cap marked (Tx2027) in said North right-of-way line of Boeing Drive;

**THENCE**, along said right-of-way line in a curve to the right (Delta Angle =  $90^{\circ}00'00''$ , Radius = 20.00 feet, Chord = South  $36^{\circ}10'07''$  West, 28.28 feet) a distance of 31.42 feet to the **POINT OF BEGINNING** and containing 235,245 square feet or 5.400 acres of land.

This description was prepared from a survey made on the ground on October 4, 1999.

**PREPARED BY:**  
Cutts Land Surveying, Inc.  
El Paso, Texas  
October 8, 1999  
Job No. 990915

