

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** May 27, 2014

**CONTACT PERSON/PHONE:** Monica Lombraña, A.A.E. -780-4793

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Resolution authorizing the City Manager to sign a Lessor's Approval of Assignment by and among the City of El Paso ("Lessor"); LAJ Enterprises, LLC ("Assignor"); and Management and Engineering Technologies International, Inc. (METI) ("Assignee") for the land municipally known and numbered as 8600 Boeing, El Paso, Texas.

The rental rate for this 23,444 SF parcel of land is \$3,223.55 per year or \$0.1375/SF. The next rate increase is due June 1, 2017. This is an assignment of a 1987 lease. This lease expires July 31, 2021, with one lessee option to extend for ten years at a rate equal to 8% of the appraised Fair Market Value of the land without a cap. METI will provide a financial guarantee for three months' rent.

**BACKGROUND / DISCUSSION:**

METI is a professional services company providing Information Technology and Engineering Support Services to the federal sector and private industry throughout the United States and several other countries. They have occupied the building at 8600 Boeing since 1994 as their headquarters and corporate office, and have about 30 employees at their El Paso office. LAJ Enterprises is selling the improvements and associated ground lease to METI.

**PRIOR COUNCIL ACTION:**

- Industrial Site Lease effective June 1, 1987 with Joseph B. Karam
- Lessor's Approval of Assignment to Lear Street Joint Venture on October 8, 1987
- Lessor's Approval of Assignment to MACA Corporation effective July 1, 1994
- Lessor's Approval of Assignment to AJ7, LLC effective September 1, 1999

**AMOUNT AND SOURCE OF FUNDING:**

N/A - Revenue Generating

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Monica Lombraña, A.A.E., Director of Aviation

*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 be authorized to sign a Lessor's Approval of Assignment by and among the City of El Paso ("Lessor"); LAJ Enterprises, LLC ("Assignor"); and Management and Engineering Technologies International, Inc. (METI) ("Assignee") for the following described leased premises:

A 23,444.16 square foot parcel of land, more or less, being the northerly 181.0 feet of Lot 1, Block 11, El Paso International Airport Tracts Unit 8, Replat "A", City of El Paso, El Paso County, Texas, and municipally known and numbered as 8600 Boeing Drive, El Paso, Texas.

Approved this \_\_\_\_ day of \_\_\_\_\_ 2014.


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**LESSOR'S APPROVAL OF ASSIGNMENT**

**WHEREAS**, the City of El Paso ("Lessor") entered into an Industrial Site Lease ("Lease") with an effective date of June 1, 1987 by and between Lessor and Joseph B. Karam covering the following described leased premises:

A 23,444.16 square foot parcel of land, more or less, being the northerly 181.0 feet of Lot 1, Block 11, El Paso International Airport Tracts Unit 8, Replat "A", City of El Paso, El Paso County, Texas, and municipally known and numbered as 8600 Boeing Drive, El Paso, Texas ("Property");

**WHEREAS**, on October 5, 1987, Lessor approved an Assignment of Lease which consented to the assignment of the Lease to Lear Street Joint Venture, a Texas joint venture comprised of Joseph B. Karam and Alvin T. Johnson;

**WHEREAS**, the Lease was assigned to MACA Corporation, whose successor in interest by merger is Materials, Communication and Computers, Inc., by that Lessor's Approval of Assignment with an effective date of July 1, 1994;

**WHEREAS**, the Lease was subsequently assigned to AJ7, LLC by that Lessor's Approval of Assignment with an effective date of September 1, 1999,

**WHEREAS**, on November 14, 2006, the principal of AJ7, LLC filed a Certificate of Amendment with the Office of the Secretary of State of Texas which changed the name of AJ7 LLC to LAJ, Enterprises, LLC, and

**WHEREAS**, LAJ Enterprises, LLC has requested the Lessor's approval and consent to an assignment of the Lease to Management and Engineering Technologies International, Inc. (METI).

**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 acknowledges the November 14, 2006 filed Certificate of Amendment with the Office of the Secretary of State of Texas which changed the name of AJ7 LLC to LAJ Enterprises, LLC ("Assignor"), and hereby approves and consents to the assignment of the Lease to Management and Engineering Technologies International, Inc. (METI) ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under 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 agree 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. **GUARANTOR.** Assignee shall, as of the effective date of the assignment, enjoy all rights and privileges and be responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee. Provided, however, Assignee shall tender to Lessor an irrevocable letter of credit, or other surety acceptable to the Director of Aviation (“Security Deposit”) in an amount equal to three (3) months of Rental to guarantee the faithful performance of Assignee of its obligations under this Lease and the payment of all Rental 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 Lessor’s Approval of Assignment. Within twenty (20) days after expiration of such eighteen (18) month period and if no Event of Default by Assignee has occurred, Lessor will return the Security Deposit to Assignee.
4. **RATIFICATION OF AGREEMENT.** Except as expressly modified herein, no provision of this acknowledgment alters or modifies any of the terms and conditions of the Lease; all other terms and conditions of the Lease shall remain in full force and effect.
5. **ADDRESS FOR NOTICE.** Notices to Assignor and Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:  
  

<b>ASSIGNOR:</b>	LAJ Enterprises, LLC 8600 Boeing Drive El Paso, Texas 79925
<b>ASSIGNEE:</b>	Management and Engineering Technologies International, Inc. (METI) 8600 Boeing Drive El Paso, Texas 79925
6. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor’s Approval of Assignment on behalf of the Assignor and Assignee represent and warrant that he or she has the authority legally to bind the Assignor and Assignee to the provisions of this Lessor’s Approval of Assignment.
7. **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.
8. **EFFECTIVE DATE.** Regardless of the date executed, the Effective Date of this Lessor’s Approval of Assignment is the 2nd day of June 2014.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Sean McGlynn  
Interim City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

\_\_\_\_\_  
Monica Lombraña, A.A.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 \_\_\_\_\_, 2014, by **Sean McGlynn as Interim City Manager of the City of El Paso, Texas. (Lessor)**

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)



