

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

DEPARTMENT: Community and Human Development

AGENDA DATE: July 26, 2016 (Consent)

CONTACT PERSON: Verónica R. Soto, Director 212-0138, sotovr@elpasotexas.gov
Arturo Rubio, Housing Program Manager 212-0139, rubioax@elpasotexas.gov

DISTRICT(S): 2

SUBJECT:

A Resolution that City Council approve a Consent to Assignment by and between the City of El Paso and Victor A. Robles, Victor Rejino and Victor F. Nevarez, DBA RNR Properties ("Assignor"), and RNR Holdings, LLC, incorporated under the laws of the State of Texas ("Assignee") with respect to the City of El Paso's Investor Home Program Written Agreement executed on November 15, 2012, as amended on January 21, 2014 for RNR Properties, located at 7598 Diana Drive.

BACKGROUND / DISCUSSION:

Request is to change the corporate name as the developer entity has changed the incorporated entity name holding the property in question. RNR Properties was selected and approved by City Council on November 13, 2012 after the City of El Paso issued Request for Proposals (RFPs) for the development of affordable housing. The project was completed on October 8, 2015.

PRIOR COUNCIL ACTION:

On January 21, 2014, a First Amendment to the Agreement was approved to provide an additional funding commitment from \$812,000 to \$990,000 and extend the completion of time frame.

AMOUNT AND SOURCE OF FUNDING:

HOME Entitlement grant funds and HOME Program Income


BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD:


Verónica R. Soto, AICP, Director

RESOLUTION

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

That the City Manager be authorized to sign a Consent to Assignment Agreement by and among the City of El Paso ("City"), and Victor A. Robles, Victor Rejino and Victor F. Nevarez, DBA RNR Properties ("Assignor"), and RNR Holdings, LLC ("Assignee") with respect to the the City of El Paso's Investor Home Program Written Agreement executed on November 15, 2012, as amended on January 21, 2014.

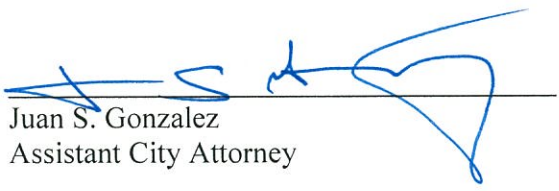
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda D. Momsen
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Verónica R. Soto, AICP, Director
Community and Human Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSENT TO ASSIGNMENT

This Consent to Assignment ("Assignment") is entered into this day of _____, 2016 ("Effective Date"), by and between the City of El Paso ("City"), and Victor A. Robles, Victor Rejino and Victor F. Nevarez, DBA RNR Properties ("Assignor"), and RNR Holdings, LLC, incorporated under the laws of the State of Texas ("Assignee").

WHEREAS, on November 15, 2012, the City and Assignor entered into an Investor Home Program Written Agreement (the "Agreement") related to provision of funds from the U.S. Department of Housing and Urban Development ("HUD") for the acquisition and construction of 10 affordable housing rental units; and

WHEREAS, on January 21, 2014, City and Assignor executed a First Amendment ("First Amendment") to the Agreement to provide an additional funding commitment and extend the completion of time frame; and

WHEREAS, Assignor changed its business status to that of the Assignee; and

WHEREAS, the Agreement provides that it is not assignable without the consent of the City; and

WHEREAS, the City wishes to assign all rights, duties and obligations encompassed in the Agreement and First Amendment to Assignee; and,

WHEREAS, the Assignee agrees to be responsible for all rights, duties and obligations under said Agreement and First Amendment; and

WHEREAS, Assignor agrees to the assignment of all rights, duties and obligations encompassed in the Agreement and First Amendment to Assignee.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. RNR Properties hereby consents to the assignment from the City of El Paso to RNR Holdings, LLC, all rights, duties and obligations encompassed in the Agreement and First Amendment.
2. RNR Holdings, LLC. hereby agrees to assume and perform all rights, duties, obligations, and responsibilities under said Agreement and First Amendment.
3. Indemnification: Assignee expressly agrees to be bound by the indemnification provisions contained in the Agreement.

4. Address for Notice: Notices to Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNEE: RNR Holdings, LLC
Attn: Victor F. Nevarez, Jr.
1607 Tommy Aaron, El Paso, Texas 79936

5. Authorized Representative: The persons signing this Consent to Assignment on behalf of Borrower and Assignee represent and warrant that they have the authority legally to bind Borrower and Assignee, to the provisions of this City's Consent to Assignment.

6. All terms and conditions of said Agreement and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date above written.

(Signatures begin on following page)

CITY: CITY OF EL PASO


Tomás González, City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Verónica R. Soto, AICP, Director
Community and Human Development

ASSIGNOR: RNR PROPERTIES

By: Victor A. Robles, Partner

By: Victor Rejino, Partner

By: Victor F. Nevarez, Partner

ASSIGNEE: RNR HOLDINGS, LLC

By: Victor A. Robles, Manager

By: Victor Rejino, Manager

By: Victor F. Nevarez, Manager

ACKNOWLEDGEMENTS BEGIN ON FOLLOWING PAGE

(Acknowledgment)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2016, by TOMÁS GONZÁLEZ, as City Manager of the City of El Paso, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's Commission Expires:

Notary's name (printed)

(Acknowledgment)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2016, by VICTOR A. ROBLES, as Partner of RNR Properties, on behalf of said entity.

Notary's commission expires:

Notary Public, State of Texas
Notary's Name (Printed):

(Acknowledgments continue on following page)

(Acknowledgment)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____,
2016, by VICTOR REJINO, as Partner of RNR Properties, on behalf of said entity.

Notary's commission expires:

Notary Public, State of Texas
Notary's Name (Printed):

(Acknowledgment)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____,
2016, by VICTOR F. NEVAREZ, as Partner of RNR Properties, on behalf of said entity.

Notary's commission expires:

Notary Public, State of Texas
Notary's Name (Printed):

(Acknowledgments continue on following page)

(Acknowledgment)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____,
2016, by VICTOR A. ROBLES, as Manager of RNR Holdings, LLC, on behalf of said entity.

Notary's commission expires:

Notary Public, State of Texas
Notary's Name (Printed):

(Acknowledgment)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____,
2016, by VICTOR REJINO, as Manager of RNR Holdings, LLC, on behalf of said entity.

Notary's commission expires:

Notary Public, State of Texas
Notary's Name (Printed):

(Acknowledgments continue on following page)

(Acknowledgment)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____,
2016, by VICTOR F. NEVAREZ, as Manager of RNR Holdings, LLC, on behalf of said entity.

Notary's commission expires:

Notary Public, State of Texas
Notary's Name (Printed):
