

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

CITY CLERK DEPT.
2018 AUG 15 PM4:14

DEPARTMENT: El Paso International Airport
AGENDA DATE: August 21, 2018
CONTACT PERSON/PHONE: Monica Lombrana, Managing Director of Aviation & International Bridges,
(915) 212-7301
DISTRICT(S) AFFECTED: 3
STRATEGIC GOAL: NO. #1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBJECT:

That the City Manager be authorized to sign a Lessor's Approval of Assignment of the Southern Industrial Park Site Lease by and among the CITY OF EL PASO ("Lessor"), WEST EL PASO BOEING TX, LLC, ("Assignor"), and 6451 TAG LLC, LP ("Assignee") for the following described property:

A portion of Lot 4, Block 2B, El Paso International Airport Tracts, Replat of Unit 4, consisting of approximately 112,341.24 square feet of land, City of El Paso, El Paso County, Texas, and municipally known and numbered as 6451 Boeing Dr., El Paso, Texas.

Terms remain the same:

40-year lease, with one (1) ten year options to extend, rent will be adjusted on each fifth (5th) anniversary based on percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U), with a 20% cap

Lease area- 112,341.24 square feet

Rate- \$0.4000/ sq. ft. \$44,936.50 annually

Remaining term- 39 years 8 months

BACKGROUND / DISCUSSION:

The current tenant West El Paso Boeing TX, LLC, ("Assignor"), has sold its interest in 6451 Boeing to 6451 TAG LLC, LP ("Assignee"). The Lease needs to be amended to reflect the new ownership of the buildings.

PRIOR COUNCIL ACTION:

April 3, 2018- Approved Lease

AMOUNT AND SOURCE OF FUNDING:

Revenue Generating

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Monica Lombrana, A. A. E., Director
Managing Department of Aviation & International Bridges

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 of the Southern Industrial Park Site Lease by and among the CITY OF EL PASO ("Lessor"), WEST EL PASO BOEING TX, LLC, ("Assignor"), and 6451 TAG LLC, LP ("Assignee") for the following described property:

A portion of Lot 4, Block 2B, El Paso International Airport Tracts, Replat of Unit 4, consisting of approximately 112,341.24 square feet of land, City of El Paso, El Paso County, Texas, and municipally known and numbered as 6451 Boeing Dr., El Paso, Texas.

ADOPTED this the ____ day of _____, 2018.

CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

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Monica Lombraña, A.A.E.
Managing Director of Aviation and International
Bridges

STATE OF TEXAS §
 § LESSOR'S APPROVAL OF ASSIGNMENT
COUNTY OF EL PASO §

WHEREAS, THE CITY OF EL PASO ("Lessor") entered into a Southern Industrial Site Lease ("Lease"), effective April 3, 2018, between Lessor and **WEST EL PASO BOEING TX, LLC** ("Assignor"), for the following described property:

A portion of Lot 4, Block 2B, El Paso International Airport Tracts, Replat of Unit 4, consisting of approximately 112,341.24 square feet of land, City of El Paso, El Paso County, Texas, more particularly described in the Lease, and municipally known and numbered as 6451 Boeing Dr., El Paso, Texas (the "Premises"); and

WHEREAS, Assignor desires to assign all of its interest in the Lease.

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 **6451 TAG 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.** Prior to the effective date of this Lessor's Approval of Assignment, Assignee shall tender to Lessor an irrevocable letter of credit ("Security

Deposit") in an amount equal to three (3) months of Ground Rental to guarantee the faithful performance of Assignee of its obligations under this Lease and the payment of all Ground 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 Assignment during which Assignee commits no Event of Default under Section 11.02 of this Lease. Such Security Deposit shall be in such form as shall be acceptable to Lessor in its reasonable discretion. Lessor's rights under this Section shall be in addition to all other rights and remedies provided to Lessor under this Agreement.

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; 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: West El Paso Boeing TX, LLC
c/o Westport Capital Partners, LLC
Attn: Marc Porosoff, Esq.
40 Danbury Road
Wilton, Connecticut 06897

ASSIGNEE: 6451 TAG LLC
Roger Maupin, Manager
9909 Whitley Bay Drive
Austin, Texas 78717

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 signed by Lessor.
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.

APPROVED THIS ____ day of _____, 2018.

LESSOR:
CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña, A.A.E.
Managing Director of Aviation and
International Bridges

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2018 by
Tomás González as **City Manager** of the **City of El Paso, Texas** (Lessor).

My Commission Expires: _____

Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNOR:
WEST EL PASO BOEING TX, LLC

By: _____
Printed Name: _____
Title: _____

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF _____)
)
COUNTY OF _____)


This instrument was acknowledged before me on this ____ day of _____, 2018,
by _____ as _____ of **West El Paso Boeing TX, LLC**,
on behalf of said entity.

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE:
6451 TAG LLC


By: 
Print Name: Roger Manpin
Title: Manager

ACKNOWLEDGMENT

THE STATE OF Texas)
COUNTY OF Williamson)

This instrument was acknowledged before me on this 15 day of August, 2018,
by Roger Manpin, Owner of 6451 TAG LLC, on behalf of said corporation.




Notary Public, State of Texas