

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Airport  
**AGENDA DATE:** JUNE 9, 2009  
**CONTACT PERSON:** Monica Lombraña, A.A.E.  
Director of Aviation  
**PHONE:** 780-4793  
**DISTRICT AFFECTED:** 3

**SUBJECT:**

Approve a Resolution authorizing the City Manager to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Airport Business Center Joint Venture. ("Assignor"), and CCR Properties, Inc. ("Assignee") for the following described property: Lots 1, 2 and 3 and the westerly 86.50 feet of Lot 4, Block 10, El Paso International Airport Tracts, Unit 7, El Paso County, Texas, and municipally known as 8409 and 8411 Lockheed Drive, El Paso, Texas.

**BACKGROUND / DISCUSSION:**

Effective December 1, 1979 the City of El Paso entered into an Industrial Site Lease, with Sun Country Investors, Inc., for the property described as Lots 1, 2, and 3 and the westerly 86.50 feet of Lot 4, Block 10, El Paso International Airport Tracts, Unit 7, El Paso County, Texas, consisting of 208,616 sq. ft., more or less, and municipally known as 8409 and 8411 Lockheed Drive, El Paso, Texas. The initial lease term is forty (40) years expiring November 30, 2009 and containing one (1) 10-year renewal option (12-01-2009 – 11-30-2019). Said lease was assigned to George W. Finger, Trustee pursuant to the consent to Assignment of Lease with an effective date of May 1, 1984; subsequently assigned to Airport Business Center Joint Venture ("Assignor") pursuant to the Lessor's Approval of Assignment with an effective date of December 1, 2002; and subsequently amended by that First Amendment to Lease executed by the Lessor on July 31, 2007.

ITC – Insulation Technology Company LLC is the parent company CCR Properties Inc. and will be named as Guarantor.

**PRIOR COUNCIL ACTION:**

Council approved the lease on December 1, 1979; and an assignment to George W. Finger, Trustee on May 1, 1984; and an assignment to Airport Business Center on December 1, 2002

**AMOUNT AND SOURCE OF FUNDING:**

N/A This is a revenue generation lease.

**BOARD / COMMISSION ACTION:**

The Airport Advisory Board, at their May 28, 2009 meeting recommended approval of the Assignment.

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

**LEGAL:** Cynthia Osborn  
Cynthia Osborn, Asst. City Attorney  
**FINANCE:** (if required) \_\_\_\_\_

**OTHER:** Monica Lombraña  
Monica Lombraña, A.A.E., Director of Aviation

**Information copy to appropriate Deputy City Manager**

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# 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 between the City of El Paso ("Lessor"), Airport Business Center Joint Venture. ("Assignor"), and CCR Properties, Inc. ("Assignee") for the following described property:

Lots 1, 2 and 3 and the westerly 86.50 feet of Lot 4, Block 10, El Paso International Airport Tracts, Unit 7, El Paso County, Texas, and municipally known as 8409 and 8411 Lockheed Drive, El Paso, Texas.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2009.

THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Cynthia Osborn  
Assistant 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**

The City of El Paso (“Lessor”) entered into an Industrial Site Lease, with an effective date of December 1, 1979 between Lessor and Sun Country Investors, Inc., which was assigned to George W. Finger, Trustee pursuant to the consent to Assignment of Lease with an effective date of May 1, 1984; subsequently assigned to Airport Business Center Joint Venture (“Assignor”) pursuant to the Lessor’s Approval of Assignment with an effective date of December 1, 2002; and subsequently amended by that First Amendment to Lease executed by the Lessor on July 31, 2007 (collectively referred to herein as the “Lease”) covering the following described leased premises:

Lots 1, 2 and 3 and the westerly 86.50 feet of Lot 4, Block 10, El Paso International Airport Tracts, Unit 7, El Paso County, Texas, being more particularly described in **EXHIBIT A**, and attached hereto and made a part hereof, and municipally known as 8409 and 8411 Lockheed Drive, El Paso, Texas (“Premises”).

1.    **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to CRR Properties, Inc. (“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.
  
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.** Assignor shall be released and discharged from all rights, privileges and obligations under the Lease arising from and after the effective date of the assignment of the Lease and 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, contingent upon the execution of a Guaranty of Assignment by ITC-Insulation Technology Company LLC (“Guarantor”), which guarantees payment of rent and other charges or fees due to the Lessor and provides that Guarantor shall remain fully liable for the prompt and complete performance of any and all obligations arising, or to arise, under the Lease.
  
4.    **RATIFICATION OF LEASE.** Except as expressly modified herein, no provision of this consent 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 Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

**ASSIGNEE:** CCR Properties, Inc.  
4430 Titanic, Suite A  
El Paso, Texas 79904  
Attn: Javier H. Ramirez

**ASSIGNOR:** Airport Business Center  
120 Paragon Lane, Ste. 220  
El Paso, Texas 79912  
Attn: Riley Stephens

**GUARANTOR:** ITC Insulation Technology Company LLC  
4430 Titanic, Suite A  
El Paso, Texas 79904  
Attn: Javier H. Ramirez

6. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee, Assignor, and Guarantor represent and warrant that they have the legal authority to bind the Assignee, Assignor or Guarantor, respectively, 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.** The parties have approved this Lessor's Approval of Assignment hereto this \_\_\_\_ day of \_\_\_\_\_ 2009.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)



ASSIGNOR: Airport Business Center  
Joint Venture

*Leo Schuster*  
LEO SCHUSTER

Printed Name: Leo Schuster  
Title: Joint Venturer

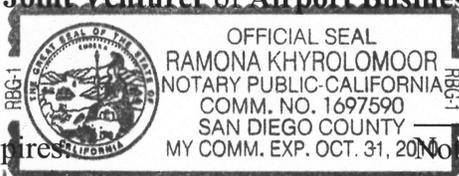
*William A. Thurmond*

Printed Name: William A. Thurmond  
Title: Joint Venturer

ASSIGNOR'S ACKNOWLEDGMENT

*rk CA*  
THE STATE OF TEXAS )  
*rk SANDIEGO*  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 2<sup>th</sup> day of March, 2009,  
by Leo Schuster as Joint Venturer of Airport Business Center Joint Venture. (Assignor).

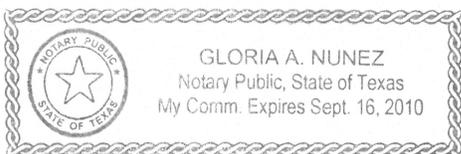


My Commission Expires: Oct 31, 2010  
*Ramona Khyroloomor*  
Notary Public, State of CA

ASSIGNOR'S ACKNOWLEDGMENT

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 10<sup>th</sup> day of March, 2009,  
by William A. Thurmond as Joint Venturer of Airport Business Center Joint Venture.  
(Assignor).



*William A. Thurmond*  
Notary Public, State of Texas

My Commission Expires:  
9/16/2010

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE: CCR Properties, Inc.

*Javier Ramirez*  
Printed Name: Javier Ramirez  
Title: President

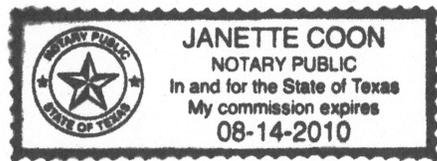
**ASSIGNEE'S ACKNOWLEDGMENT**

THE STATE OF TEXAS       )  
  )  
COUNTY OF EL PASO       )

This instrument was acknowledged before me on this 11<sup>th</sup> day of March, 2009,  
by Javier Ramirez as President of CCR Properties, Inc.  
(Assignee).

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

*Janette Coon*  
Notary Public, State of Texas



(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

**GUARANTOR:** ITC-Insulation  
Technology Company LLC

*Javier Ramirez*  
Printed Name: Javier Ramirez  
Title: member

**GUARANTOR'S ACKNOWLEDGMENT**

THE STATE OF TEXAS       )  
  )  
COUNTY OF EL PASO       )

This instrument was acknowledged before me on this 1<sup>st</sup> day of March, 2009,  
by Javier Ramirez as Member of ITC-Insulation Technology  
Company LLC, (Guarantor).

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

*Janette Coon*  
Notary Public, State of Texas



PREPARED FOR: El Paso International Airport  
Being Lots 1, 2, 3 & Westerly 86.50' Lot 4, Block 10  
El Paso International Airport Tracts Unit 7

PROPERTY DESCRIPTION

Description of a parcel of land being Lots 1, 2, 3 and westerly 86.50 feet of Lot 4, Block 10 of the El Paso International Airport Tracts Unit 7, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point, said point being at the intersection of the centerline of Boeing Drive and Centurion Drive; thence North  $81^{\circ} 10' 07''$  East along the centerline of Boeing Drive a distance of 54.00 feet; thence South  $08^{\circ} 49' 53''$  East a distance of 34.00 feet to a point, said point being on the southerly right-of-way line of Boeing Drive and said point being THE POINT OF BEGINNING;

Thence North  $81^{\circ} 10' 07''$  East along the southerly right-of-way line of Boeing Drive a distance of 488.00 feet;

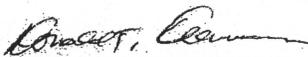
Thence South  $08^{\circ} 49' 53''$  East a distance of 411.00 feet to a point, said point being on the northerly right-of-way line of Lockheed Drive;

Thence South  $81^{\circ} 10' 07''$  West along the northerly right-of-way line of Lockheed Drive a distance of 488.00 feet;

Thence 31.42 feet continuing along the right-of-way line and along the arc of a curve to the right whose interior angle is  $90^{\circ} 00' 00''$  whose radius is 20.00 feet and whose long chord bears North  $53^{\circ} 49' 53''$  West a distance of 28.28 feet to a point said point being on the easterly right-of-way line of Centurion Drive;

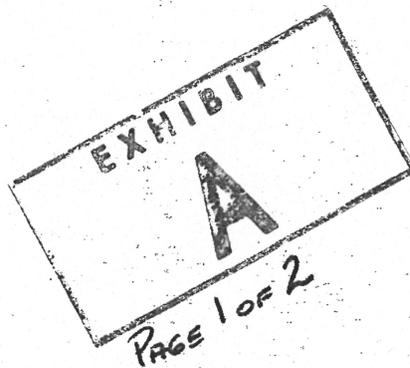
Thence North  $08^{\circ} 49' 53''$  West along the easterly right-of-way line of Centurion Drive a distance of 371.00 feet;

Thence 31.42 feet continuing along the right-of-way line and along the arc of a curve to the right whose interior angle is  $90^{\circ} 00' 00''$  whose radius is 20.00 feet and whose long chord bears North  $36^{\circ} 10' 07''$  East a distance of 28.28 feet to a point on the southerly right-of-way line of Boeing Drive and said point being THE POINT OF BEGINNING and containing in all 208616.319 square feet, or 4.789 acres of land, more or less.



Donald T. Cremans, P.E.  
CREMANS, INC.

November 30, 1979



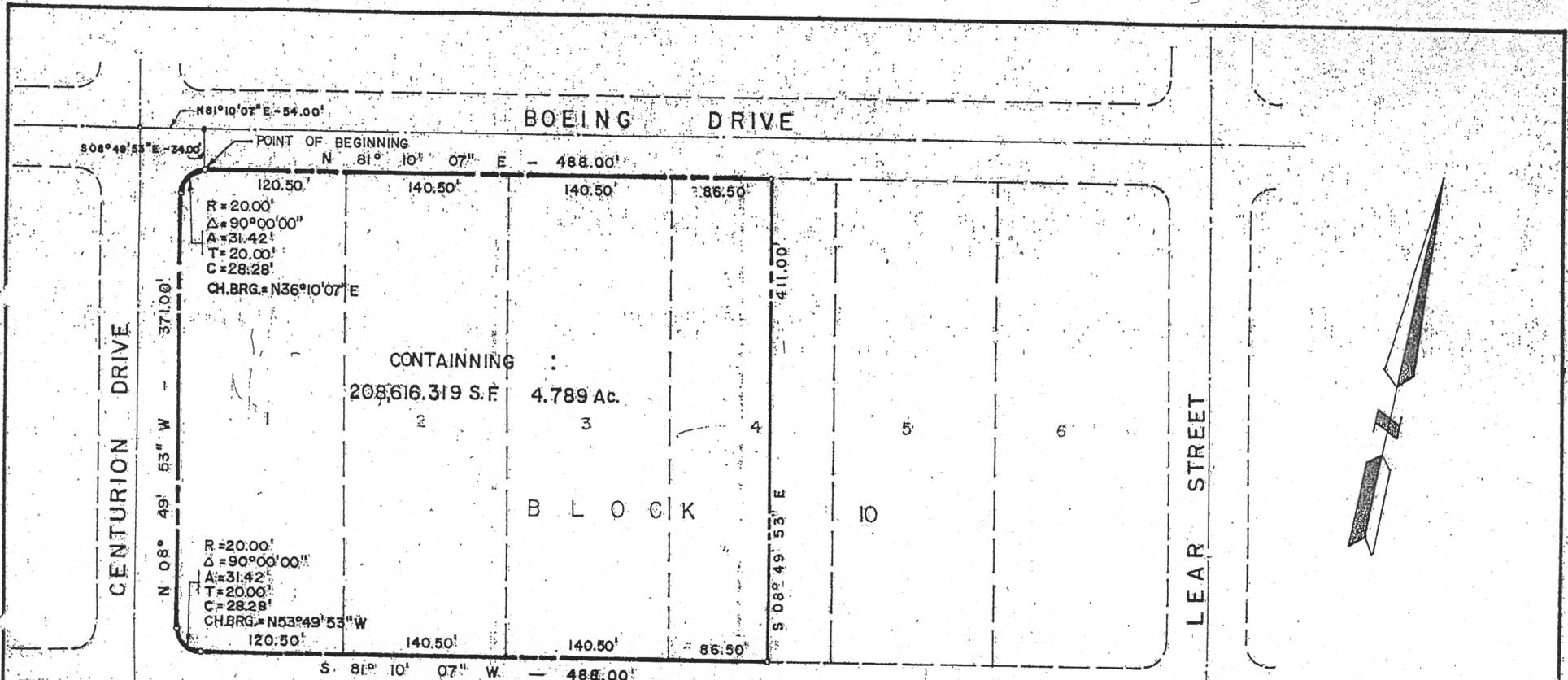


EXHIBIT  
**A**  
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PLAT	
BEING LOTS 1, 2, 3 & THE WESTERLY 8650' OF LOT 4, BLOCK 10; EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 7	
EL PASO COUNTY, TEXAS	
DATE: NOV. 30, 1979	SCALE: 1" = 100'
CREMANS, INC. ENGINEERS & PLANNERS EL PASO, TEXAS	