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

DEPARTMENT: **AIRPORT**

AGENDA DATE: **OCTOBER 25, 2011**

CONTACT PERSON NAME AND PHONE NUMBER: **Monica Lombraña/780-4724**

DISTRICT(S) AFFECTED: **ALL**

SUBJECT:

That the City Manager be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), and the Croucher Family Limited Partnership ("Assignee") for Lot 7, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, municipally known and numbered as 7505 Lockheed, El Paso, Texas.

BACKGROUND / DISCUSSION:

Croucher Family Limited Partnership acquired the property located at 7505 Lockheed Drive in the Southern Industrial Park on September 30, 2011, pursuant to a Contract for Sale of Government Real Property. The initial term of the lease is for forty years, terminating on May 31, 2019. There are seven years and seven months remaining on the original lease with no option to extend. This lease generates annual revenue of $4,685.40 on 30,825 square feet of land.

PRIOR COUNCIL ACTION:

February 6, 2007 – Lease assigned to Eckenroth Investments, Ltd.
October 10, 2006 – Lease assigned to Rodrigo R. Eckenroth
February 10, 2004 – Lease assigned to I.G.I.T., LTD.
April 30, 1982 – Lease assigned to Lockheed Joint Venture
June 1, 1979 – Industrial Site Lease between Lessor and Paul J. Connington

AMOUNT AND SOURCE OF FUNDING:

NA – This is a revenue generating land lease.

BOARD / COMMISSION ACTION: **N/A**

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

DEPARTMENT HEAD: Monica Lombraña

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

(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 be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor") and Croucher Family Limited Partnership ("Assignee") for the following described property:

> Lot 7, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, municipally known and numbered as 7505 Lockheed, El Paso, Texas.

ADOPTED this the ____ day of _____ 2011.

THE CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña
_____
Monica Lombraña, A.A.E.
Director of Aviation

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

WHEREAS, the City of El Paso ("Lessor") entered into an Industrial Site Lease ("Lease") with an effective date of June 1, 1979 between the Lessor and Paul J. Connington covering the following property:

> Lot 7, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, being more particularly described in Exhibit A, attached hereto and made a part hereof and municipally known and numbered as 7505 Lockheed, El Paso, Texas ("Premises").

WHEREAS, on June 13, 1978, the Lease was amended by that First Amendment to Industrial Site Lease;

WHEREAS, on October 3, 1978, the Lease was amended by that Second Amendment to Industrial Site Lease;

WHEREAS, on April 30, 1982, the Lease was assigned to Lockheed Joint Venture;

WHEREAS, on February 10, 2004, the Lease was subsequently assigned to I.G.I.T., LTD.;

WHEREAS, on October 10, 2006, the Lease was assigned to Rodrigo R. Eckenroth;

WHEREAS, on February 6, 2007, the lease was assigned to Eckenroth Investments, Ltd.;

WHEREAS, the United States Government seized the Premises pursuant to the case of United States of America vs. Rodrigo Rodney Eckenroth, Criminal No. EP-09-CR-1268(1)-FM; and

WHEREAS, the Premises were sold to the Croucher Family Limited Partnership pursuant to a Contract for Sale of Government Real Property (Seizure Number: IR 2009-7400-5-00015-01-001).

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 to Croucher Family Limited Partnership ("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 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.** I.G.I.T., LTD., as a previous lessee of the Premises, agreed pursuant to the February 10, 2004 Lessor's Approval of Assignment to become the guarantor of the Lease. I.G.I.T., LTD. is 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.

4. **RATIFICATION OF AGREEMENT.** 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 shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNEE: Croucher Family Limited Partnership
7310 Remcon Circle
El Paso, Texas 79912

6. **AUTHORIZED REPRESENTATIVE.** The person signing this Lessor's Approval of Assignment on behalf of the Assignees represents and warrants that he has the authority legally to bind the 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.** The parties have executed this Lessor's Approval of Assignment hereto this _____ day of _____ 2011.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

LESSOR: CITY OF EL PASO

_____
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

_____
Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña
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 _____, 2011, by **Joyce A. Wilson** 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)

ASSIGNEE: Croucher Family Limited Partnership

By: _____

Printed Name: KENNETH CROUCHER

Title: GP

ASSIGNEE'S ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 3rd day of October, 2011, by Kenneth S. Croucher as General Partner of Croucher Family Limited Partnership.(Assignee).

_____
Notary Public, State of Texas

My Commission Expires:
9-29-2013

ROSIE AGUILAR
MY COMMISSION EXPIRES
September 29, 2013

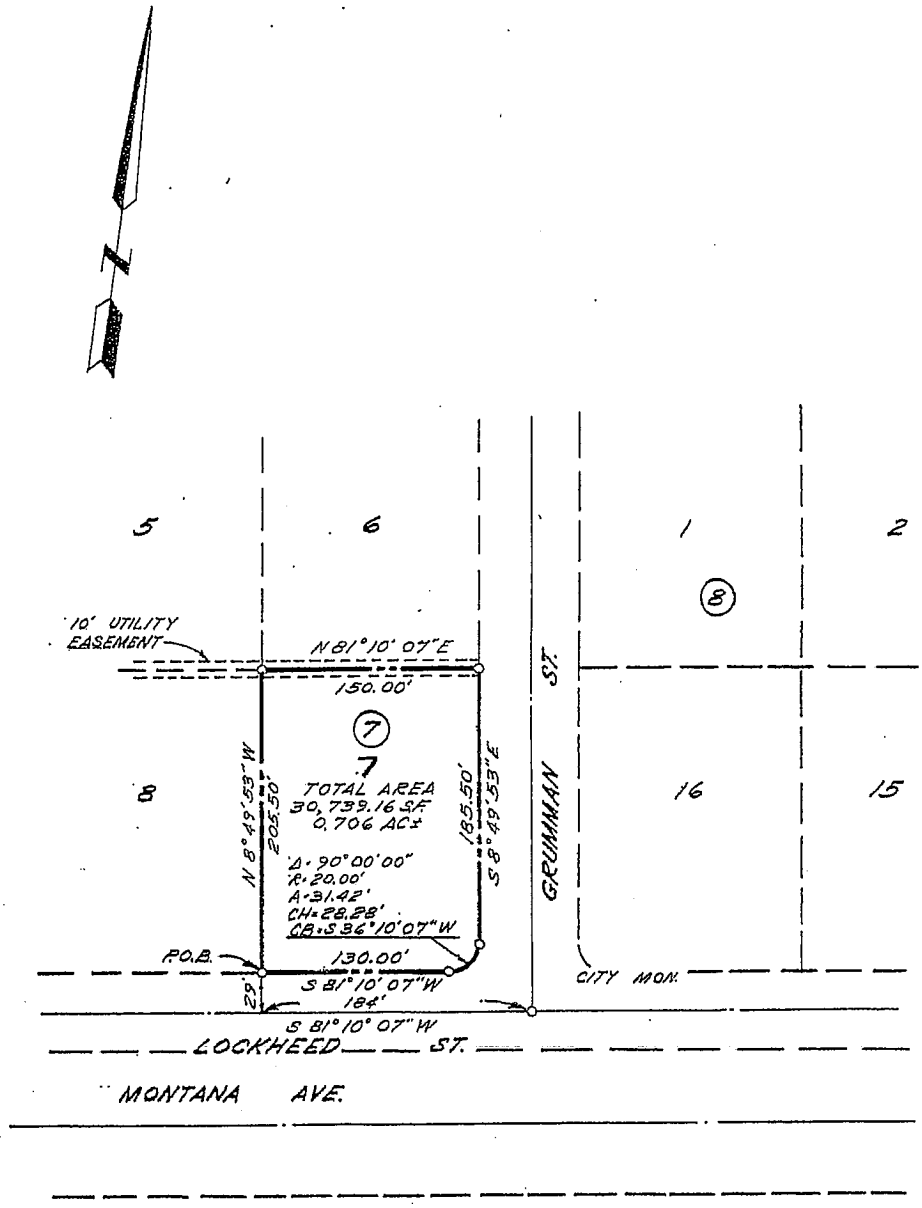

EXHIBIT A

PLAT
BEING LOT 7, BLOCK 7, EL PASO INTERNATIONAL AIRPORT TRACTS, UNIT 2 EL PASO COUNTY, TEXAS
DATE: MARCH 22, 1979 SCALE: 1" = 100'
CREMANS INC ENGINEERS — PLANNERS EL PASO, TEXAS

PREPARED FOR: El Paso International Airport
Being Lot 7, Block 7,
El Paso International Airport Tracts, Unit 2
El Paso County, Texas

PROPERTY DESCRIPTION

Description of a parcel of land being Lot 7, Block 7, El Paso International Airport Tracts, Unit 2 El Paso County, Texas and being more particularly described by metes and bounds as follows:

From a point, said point being the centerline intersection of Grumman Street and Lockheed Drive, thence South 81° 10' 07" West along the centerline of Lockheed Drive a distance of 184.00 feet, thence North 8° 49' 53" West a distance of 29.00 feet to southwest corner of said Lot 7, said point being THE POINT OF BEGINNING;

Thence North 8° 49' 53" West along the west line of said Lot 7 a distance of 205.50 feet;

Thence North 81° 10' 07" East along the north line of said Lot 7 a distance of 150.00 feet;

Thence South 8° 49' 53" East along the east line of said Lot 7 a distance of 185.50 feet;

Thence 31.42 feet along the arc of a curve to the right, whose radius is 20.00 feet; whose interior angle is 90° 00', and whose chord bears South 36° 10' 07" West a distance of 28.28 feet to the south line of said Lot 7;

Thence South 81° 10' 07" West along the south line of said Lot 7 a distance of 130.00 feet to THE POINT OF BEGINNING and containing 30,739.16 square feet or 0.706 acres of land, more or less, subject to all easements of record.

Ramon E. Lara, P.E.
CREMANS, INC.

March 22, 1979

EXHIBIT A