

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

DEPARTMENT: Aviation

AGENDA DATE: August 27, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Tony Nevarez, (915) 212-0330

DISTRICT(S) AFFECTED: District 3

CITY STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of the 7619 Lockheed Lease Agreement by and among the City of El Paso ("Lessor"), B.H. 7619 Lockheed Drive, LLC, a California Limited Liability company ("Assignor"), and Region 19 Education Service Center ("Assignee") for the following described property:

Lot 15, Block 8, El Paso International Airport Tract Unit Two, consisting of approximately 31,647.0 square feet, City of El Paso, El Paso County, Texas, and municipally known and numbered as 7619 Lockheed Drive, El Paso, Texas.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval to allow the transfer of rights possessed by B.H. 7619 Lockheed Drive, LLC to Region 19 Education Service Center which is also the lessee at 6611 Boeing Dr. and 6632 Continental Dr., El Paso, Texas

Rental Fee: 31,647 square feet at \$0.8721 = \$27,600.00 annually / \$2,300.00 monthly. Next rental adjustment is scheduled for May 2027.

Term: Initial term of forty (40) years with one (1) option of ten (10) years

PRIOR COUNCIL ACTION:

May 10, 2022 – Ground Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Tony Nevarez, CM, ACE, IACE, Interim Director of Aviation

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of the 7619 Lockheed Lease Agreement by and among the City of El Paso ("Lessor"), B.H. 7619 Lockheed Drive, LLC a California Limited Liability company ("Assignor") and Region 19 Education Service Center ("Assignee") regarding the following property:

Lot 15, Block 8, El Paso International Airport Tract Unit Two, consisting of approximately 31,647.0 square feet, City of El Paso, El Paso County, Texas, and municipally known and numbered as 7619 Lockheed Drive, El Paso, Texas.

APPROVED this ____ day of _____, 2024.


THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Interim Director of Aviation

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

WHEREAS, the City of El Paso ("Lessor") entered into a 7619 Lockheed Lease Agreement with an Effective Date of May 27, 2022 (the "Lease"), between the Lessor and B.H. 7619 Lockheed Drive, LLC a California Limited Liability company ("Assignor"), for the following described property:

Legal Description Lot 15, Block 8, El Paso International Airport Tract Unit Two, consisting of approximately 31,647.0 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 7619 Lockheed, El Paso, Texas. and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Region 19 Education Service Center, a governmental entity of the State of Texas created under Chapter 8 of the Texas Education Code.

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 Region 19 Education Service Center, ("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 the fullest extent permitted by law, 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.** No Security Deposit is required as a condition to this Approval.
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, and 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: B.H. 7619 Lockheed Drive, LLC
11111 Santa Monica Blvd., Ste
600 Los Angeles, California
90025

ASSIGNEE: Region 19 Education Service
Center 6611 Boeing Drive
El Paso, Texas 79925
Attn: Dr. Armando Aguirre, Executive Director
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 approved by the El Paso City Council.
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.

(Signatures begin on the following page)

APPROVED THIS _____, 2024.

LESSOR: CITY OF EL PASO

Cary Westin
City Manager

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Leslie B. Jean-Pierre
Assistant City Attorney



Tony A. Navarez, CM, ACE, IACE
Interim Aviation Director

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2024
by Cary Westin as City Manager for the City of El Paso, Texas (Lessor).

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

ASSIGNOR: B. H. 7619 Lockheed Drive, LLC

JXT



By: _____

Print Name: Arsalan Gozini

Its: Manager

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2024, by Arsalan Gozini, Manager of B.H. 7619 Lockheed Drive, LLC, on behalf of said California Limited Liability company, (Assignor).

My Commission Expires: _____

Notary Public, State of _____

[see attached]

(Signatures continue on the following page)

ACKNOWLEDGMENTS

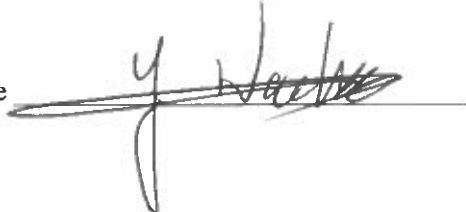
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

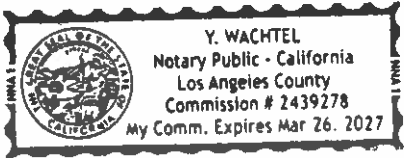
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On August 1st, 2024, before me, Y. Wachtel, a Notary Public, personally appeared Arsalan Gozini who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

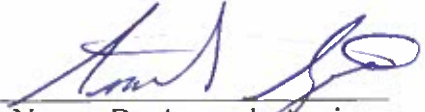
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



ASSIGNEE: REGION 19 EDUCATION SERVICE CENTER



Print Name: Dr. Armando Aguirre
Its: Executive Director

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Texas)
)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 30 day of July, 2024 by Dr. Armando Aguirre, Executive Director Region 19 Education Service Center, (Assignee) on behalf of said governmental entity of the State of Texas created under Chapter 8 of the Texas Education Code.



Notary Public, State of Texas

My Commission Expires:

February 16, 2026

