

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

DEPARTMENT: Aviation

AGENDA DATE: January 19, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director (915) 212-7301

DISTRICT(S) AFFECTED: 2

CITY STRATEGIC GOAL 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 by the City of El Paso ("Lessor"), EWM P1, LLC ("Assignor") and UW CMC, LLC ("Assignee") for property described as a portion of Butterfield Trail Aviation Park, Unit Two Replat "A" an addition to the City of El Paso, El Paso County Texas, commonly known as 3640 Global Reach Drive, El Paso, Texas.

The remaining lease term is 26 years and 9 months with three (3) five-year options. The site is 362,661.70 SF at \$0.1040 per SF and the annual rent is \$37,716.82. The lease agreement expires October 31, 2047 with option to extend to October 31, 2062.

BACKGROUND / DISCUSSION:

EWM P1, LLC requests the ground lease be assigned to UW CMC, LLC as they purchased the Plant at 3640 Global Reach Drive from EWM P1, LLC .

PRIOR COUNCIL ACTION:

October 13, 2015 – Lease Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A This is a revenue – generating item.

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Samuel Rodriguez

Samuel Rodriguez, P.E.
Aviation Director

(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 Council hereby acknowledges and ratifies the Assignment and that the City Manager is authorized to sign a Lessor's Approval of Assignment of Industrial Water Plant Lease, by and between the City of El Paso ("Lessor"), EWM P1, LLC ("Assignor"), and UW CMC LLC ("Assignee") for the following described property:

A portion of Butterfield Trail Aviation Park, Unit Two, Replat "A", an addition to the City of El Paso, El Paso County, Texas, containing approximately 273,830.0 square feet of land or 6.2863 acres, more or less.

Dated this ____ day of _____ 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie Jean-Pierre
Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez
Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

LESSOR'S APPROVAL OF ASSIGNMENT

WHEREAS, the City of El Paso ("Lessor") entered into an Industrial Water Processing Plant Lease, with an Effective Date of November 1, 2015 (the "Lease"), between the Lessor and EWM PI, LLC, a Texas limited liability company ("Assignor"), for the following described property:

A portion of Butterfield Trail Aviation Park, Unit Two, Replat "A", an addition to the City of El Paso, El Paso County, Texas, containing approximately 273,830.0 square feet of land or 6.2863 acres, more or less, 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 pursuant to Section 9.03 thereof to UW CMC LLC a Delaware limited liability company that is registered with the Texas Office of Secretary of State to transact business in Texas.

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 UW CMC 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.** 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: EWM P1, LLC
120 South Sixth Street,
Suite 1400 Minneapolis, MN 55402
Attn: Gordon Gendler, Senior Vice President

With a copy to:

Mark Angelov
Arent Fox, LLP
1301 Avenue of the Americas
New York, NY 10019

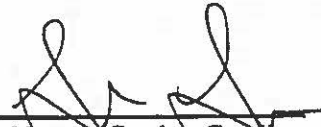
ASSIGNEE: UW CMC, LLC
3640 Global Reach Dr.
El Paso, Texas 79936
Attn: S. McArthur

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 December 3, 2020.
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)

ASSIGNOR: EWM P1, LLC

*By: El Paso P1 Holding, LLC, Its Managing Member
By: UMB Bank, N.A., As Subordinate Lien Trustee*

By: 
Print Name: Gordon Gendler
Title: Senior Vice President


ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this 12th day of November, 2020 by Gordon Gendler, UMB Bank, N.A.'s Senior Vice President, on behalf of El Paso P1 Holding, LLC, the managing member of EWP P1, LLC, on behalf of EWM P1, LLC (Assignor).



My Commission Expires: Jan. 31, 2026


Notary Public, State of Minnesota

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE: UW CMC LLC, a Delaware limited liability company,

By: S. McArthur

Printed: S. McArthur

Its: Authorized Person

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Florida

COUNTY OF Duval

This instrument was acknowledged before me on this 12 day of November, 2020, by S. McArthur, its Authorized Person of UW CMC LLC, a Delaware limited liability company (Assignee), on behalf of said limited liability company.

Christina D. Moore
Notary Public, State of Florida

My Commission Expires:

06-28-2022

