

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

DEPARTMENT: Aviation

AGENDA DATE: August 16, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, Director of Aviation, (915) 212-7301

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

Resolution to authorize the City Manager, or designee, to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), El Paso Sun Park, LTD ("Assignor") and Mountain Pass Business Park, LP ("Assignee") for real property described as, all of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, more commonly referred to as 1749 Hawkins, El Paso, Texas.

The initial term is forty (40) years plus one (1) additional option to extend for a period of ten (10) years and annual rent is \$46,791.76.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow the transfer of rights and obligations possessed by El Paso Sun Park, LTD to Mountain Pass Business Park, LP. The Lessee is transferring its interest in the leasehold to a different business entity owned by him for financing and administrative reasons.

Remaining term is thirty-nine (39) years and eight (8) months and annual rent is \$46,791.76; all terms and conditions of the lease remain the same.

PRIOR COUNCIL ACTION:

March 30, 2021 – Southern Industrial Lease by and between the City of el Paso ("Lessor") and El Paso Sun Park, Ltd. ("Lessee") approved.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Sam Rodriguez, P.E.

Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), El Paso Sun Park, LTD ("Assignor") and Mountain Pass Business Park, LP ("Assignee") for the following described property:

All of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, more commonly referred to as 1749 Hawkins, El Paso, Texas.

APPROVED this ____ day of _____ 2022.

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:



Samuel Rodriguez, P.E.
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 Butterfield Trail Industrial Park Lease dated April 1, 2021 (“Lease”) between the Lessor and El Paso Sun Park, Ltd., a Texas limited partnership (the “Assignor”)

WHEREAS, the Lease pertains to the following described property:

All of Lot 2, Block 15, El Paso International Airport Tracts, Unit 11, City of El Paso, El Paso County, Texas, more commonly referred to as 1749 Hawkins, El Paso, Texas, (“Property”);

WHEREAS, Assignor has requested the Lessor’s approval and consent to an assignment of the Lease to Mountain Pass Business Park, LP, a Texas limited partnership.

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 Mountain Pass Business Park, LP (“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: El Paso Sun Park, Ltd.
Attn: John Ring Schatzman, Jr.
555 Lombardy
El Paso, Texas 79922

ASSIGNEE: Mountain Pass Business Park, LP
Attn: John R. Schatzman, General Partner
555 Lombardy
El Paso, Texas 79922

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)

ASSIGNOR: EL PASO SUN PARK, LTD.

By: [Signature]
Print Name: John R. Schatzman, Jr.
Title: CEO

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 4 day of August, 2022 by John Ring Schatzman, Jr., President of El Paso Sun Park, Ltd. (Assignor).

My Commission Expires 06/19/2024



[Signature]
Notary Public, State of TEXAS

(Signatures Continue on the Following Page)

ASSIGNEE:

By: MOUNTAIN PASS BUSINESS PARK, LP

By: _____

Print Name: _____

Title: _____

[Handwritten signature]
John R. Schatzman, LP
GP

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this 4 day of August, 2022
by John R. Schatzman, General Partner of Mountain Pass Business Park, LP (Assignee).



[Handwritten signature]
Notary Public, State of Texas

06/19/2024