

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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 Industrial Site Lease by and among the City of El Paso (“Lessor”), Price’s Producer, Inc. (“Assignor”) and Holstein Properties, LLC. (“Assignee”) regarding the following property:

All of Lots 5, 6, 17, and 18, Block 9, El Paso International Airport Tracts Unit 7, City of El Paso, El Paso County, Texas municipally known and numbered as 8101 Lockheed Dr., El Paso, Texas.

APPROVED this ____ day of _____, 2025.


THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

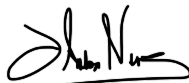
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
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 Site Lease, with an Effective Date of November 1, 2019 (the “Lease”), between the Lessor and Price’s Producer, Inc., a Texas Corporation (“Assignor”), for the following described property:

All of Lots 5, 6, 17, and 18, Block 9, El Paso International Airport Tracts Unit 7, City of El Paso, El Paso County, Texas municipally known and numbered as 8101 Lockheed Dr., 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 Holstein Properties, LLC., a Texas limited liability company (“Assignee”).

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 Holstein Properties, LLC, 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:	Price's Producer Inc Attn: Tom C. Curlin, President 501 Executive Center BLVD Suite 203 El Paso, Texas 79902
ASSIGNEE:	Holstein Properties, LLC 501 Executive Center Blvd. Suite 203 El Paso, Texas 79902

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 _____, 2025.

LESSOR: CITY OF EL PASO


Dionne L. Mack
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie Jean-Pierre
Assistant City Attorney



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

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ___ day of _____, 2025 by
Dionne L. Mack 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: Price's Producer Inc

By: SC
Print Name: Tom C. Curlin
Title: President

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 27 day of FEBRUARY, 2025, by TOM CURLIN [Officer's Name], PRESIDENT [Title] of PRICES PRODUCER, INC [Full Legal Company Name], on behalf of said corporation (Assignor).

My Commission Expires:
July 11, 2026

R. AH
Notary Public, State of TEXAS



(Signatures continue on the following page)

ASSIGNEE: HOLSTEIN PROPERTIES, LLC

By: Jackson V. Curlin
Print Name: Jackson V. Curlin
Title: Co-Manager

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 27 day of FEBRUARY, 2025, by JACKSON CURLIN [Officer's Name], CO-MANAGER [Title] [Title/Position], HOLSTEIN PROPERTIES, LLC [Complete Legal Name] [Corporate form] (Assignee), on behalf of said LIMITED LIABILITY COMPANY [Corporate Form].

R. A. H.
Notary Public, State of TEXAS

My Commission Expires:
July 11, 2026

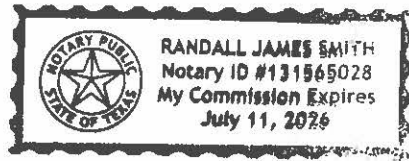


Exhibit "A"

All of Lot(s) 5, 6, 17 and 18, Block 9, El Paso International Airport Tracts Unit 7, City of El Paso, El Paso County, Texas, municipally known and numbered as 8101 Lockheed, El Paso, Texas and more fully described in Exhibit "A-1" attached hereto and incorporated herein by reference (the "Premises").

Exhibit "A-1"



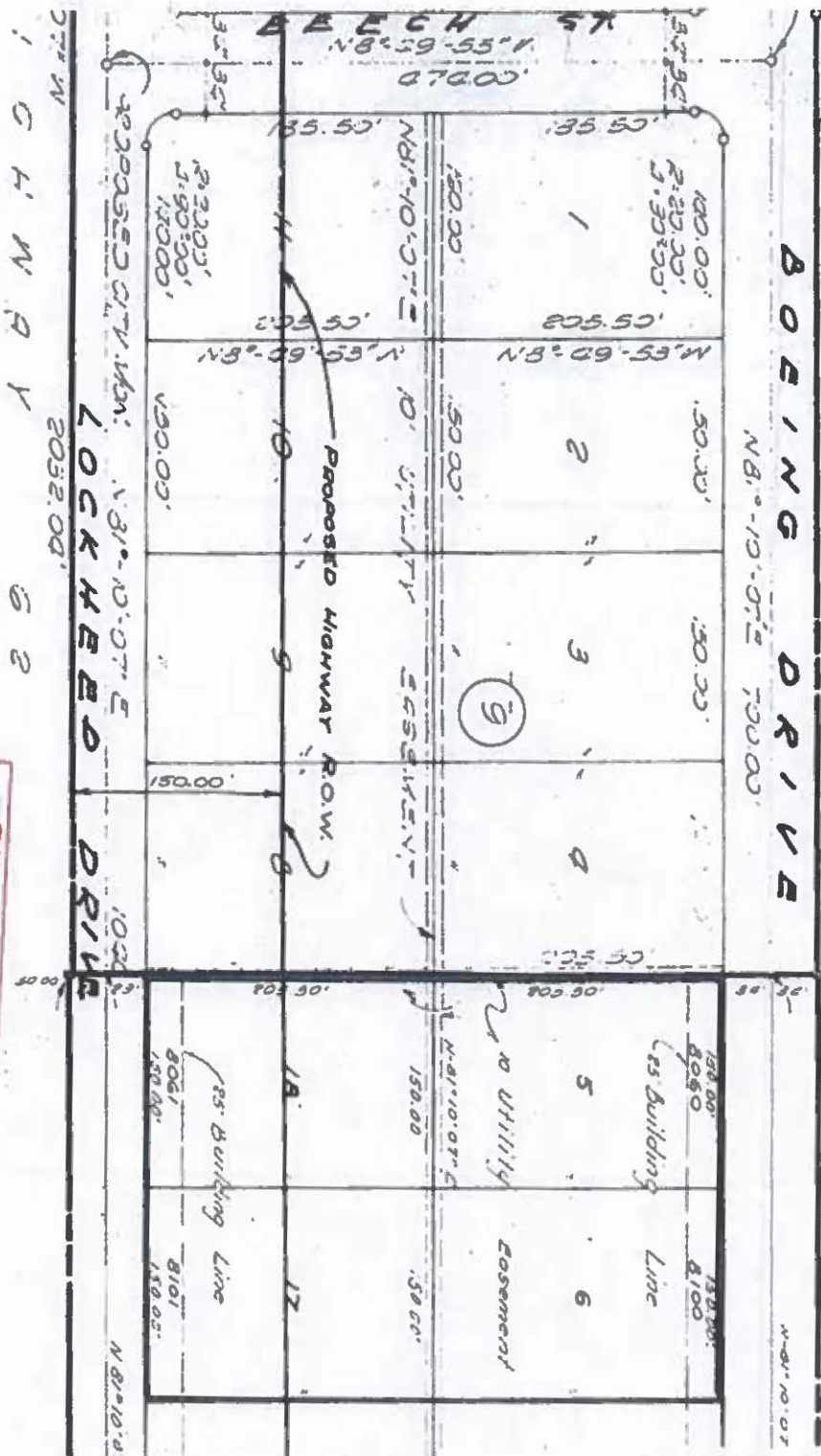


EXHIBIT
A-1