

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

AGENDA DATE: December 17, 2024
PUBLIC HEARING DATE: December 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager, (915) 212-1882 Nicholas Ybarra, Director of Environmental Services, (915) 212-6025

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

A Resolution authorizing the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso, Mansfield Gas Equipment Systems Corporation and Clean Energy DBA California Clean Energy, Inc for 9,100 square feet of portion of Lot 1, Municipal Center Subdivision as recorded in Deed Book No. 2499308, Pg. 16, Instrument No. 49308, County Clerk, El Paso County, Texas known as 1059 Lafayette Dr.

BACKGROUND / DISCUSSION:

Mansfield Gas Equipment Corporation has requested the City of El Paso to provide consent to assign the agreement to Clean Energy DBA California Clean Energy for the fueling station located at 1059 Lafayette.

The fueling station is used to fuel all City of El Paso vehicles.

PRIOR COUNCIL ACTION:

November 27, 2012 City Council approved a Lease Agreement with Mansfield Gas Equipment Systems Corporation for an initial term of ten years and an option to extend for a one, five-year term.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Real Estate

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

DEPARTMENT HEAD: Nicholas Ybarra – Environmental Services Director



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

RESOLUTION

NOW, THEREFORE, 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 by and between the City of El Paso ("Lessor"), Mansfield Gas Equipment Systems Corporation ("Assignor"), and Clean Energy DBA California Clean Energy, Inc. ("Assignee") for the following described property:

9,100 square feet of a portion of Lot 1, Municipal Center Subdivision as recorded in Deed Book No. 2499308, Pg. 16. Instrument No. 49308, County Clerk, El Paso County, Texas (municipally numbered and known as 1059 Lafayette Dr.) as more fully depicted in Exhibit "A"

APPROVED on this, the _____ day of _____, 2024.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas N. Ybarra, Director
Environmental Services Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSENT TO ASSIGNMENT OF
LEASE AGREEMENT

This Consent to Assignment (“Lessor’s Approval of Assignment”) is executed this ___ day of _____ 2024, by and among the **City of El Paso** (the “Lessor”), **Mansfield Gas Equipment Systems Corporation** (“Assignor”) and **Clean Energy, registered to do business as California Clean Energy, Inc.** (“Assignee”).

WHEREAS, on **November 27, 2012**, the Lessor entered into Contract No. 2012-182R a Natural Gas Fuel Processing Facility Agreement (“Master Agreement”) and in conjunction entered into a Lease Agreement (“Lease”) with Assignor for an initial term of **ten years** and **an option to extend for a one, five-year term** for the following described property:

9,100 Square feet of a portion of Lot 1, Municipal Center Subdivision as recorded in Deed Book No. 2499308, Pg. 16, Instrument No. 49308, County Clerk, El Paso County, Texas (municipally numbered and known as 1059 Lafayette Dr.) as more fully depicted in Exhibit “A” attached hereto and made a part hereof (the “Property”);

WHEREAS, on February 11, 2013, the parties amended the Master Agreement as well as the Lease to extend the time for completion of construction of the fuel processing facility and revise the date for the initial term; and

WHEREAS, after entering into said Lease, on **May 6, 2013**, Assignor underwent a change of control transaction whereby Assignor became a wholly-owned subsidiary of Clean Energy, registered to do business as California Clean Energy, Inc.; and

WHEREAS, Master Agreement was assigned from Assignor to Assignee on January 9, 2018; and

WHEREAS, the parties have extended the Term of the Master Agreement and the Lease through January 31, 2029; and

WHEREAS, Assignor and Assignee have requested Lessor’s consent to Assignor’s assignment of the Lease to Assignee, and Lessor has agreed to provide consent to such assignment (the “Assignment and Assumption”) subject to the terms and conditions of this Lessor’s Approval of Assignment; and

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. **TERM.** The parties Acknowledge and agree that the Term of the Lease has been extended and will expire on January 31, 2029.
2. **ASSUMPTION.** Assignor hereby assigns and Assignee hereby assumes all existing

and future rights and obligations under the Lease. Assignee agrees to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of "Lessee" as set forth in the Lease (including, without limitation, all indemnification obligations), as if the Lease had originally been executed between Lessor and Assignee, including, without limitation, all accrued, unfulfilled liabilities and obligations of Assignor under the Lease prior to the Assignment and Assumption.

3. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the Assignment and Assumption.
4. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee shall provide 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.
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: Mansfield Gas Equipment Systems Corporation
 4675 Macarthur Court, Suite 800
 Newport Beach, CA 92660

 ASSIGNEE: Clean Energy, registered to do business as
 California Clean Energy, Inc.

 4675 Macarthur Court, Suite 800
 Newport Beach, CA 92660
 Attn: Chad Lindholm, Senior Vice President
 Copy: Deputy General Counsel
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 the document is fully signed and acknowledged by all parties.
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.

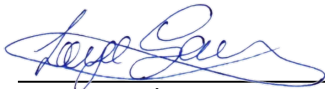
(Signature page to follow)

EXECUTED this the ____ day of _____, 2024

LESSOR: THE CITY OF EL PASO:

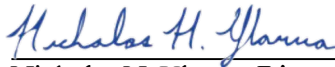
Dionne L. Mack
City Manager

APPROVED AS TO FORM:




Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas N. Ybarra, Director
Environmental Services Department

 for

MaryLou Espinoza
Capital Assets Manager

LESSOR'S ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This Instrument was acknowledged before me on the ____ day of _____, 2024 by Dionne L. Mack, City Manager of the **City of El Paso**, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's Commission Expires:
Notary's Name (printed)

(Signatures continue on the following page)

**ASSIGNOR:
MANSFIELD GAS EQUIPMENT
SYSTEMS CORPORATION**

Robert M Vreeland

Name: Robert M. Vreeland

Title: Chief Financial Officer

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF California)

COUNTY OF Orange)

This instrument was acknowledged before me on this 31st day of May, 2024
by Robert M. Vreeland on behalf of
Mansfield Gas Equipment Systems Corporation

My Commission Expires:

Please see attached California Acknowledgment
Notary Public, State of _____

(Signatures continue on the following page)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

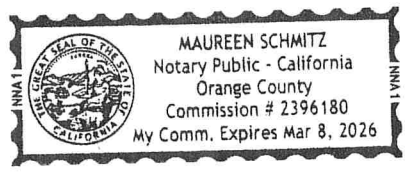
On May 31, 2024 before me, Maureen Schmitz, Notary Public, Date Here Insert Name and Title of the Officer

personally appeared Robert M. Vreeland Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent to Assignment of Lease Agreement
Document Date: 5/31/2024 Number of Pages: 9
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert M. Vreeland
Corporate Officer, Partner, Individual, Trustee, Other

Signer's Name:
Corporate Officer, Partner, Individual, Trustee, Other

Signer Is Representing: Mansfield Gas Equipment Systems Corporation

Signer Is Representing:

**ASSIGNEE:
CLEAN ENERGY, REGISTERED TO DO
BUSINESS AS CALIFORNIA CLEAN
ENERGY, INC.**



Name: Chad Lindholm

Title: Senior Vice President

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF California)

COUNTY OF Orange)

This instrument was acknowledged before me on this 31st day of May, 2024
by Chad Lindholm, on behalf of
Clean Energy.

My Commission Expires:

Please see attached California Acknowledgment
Notary Public, State of _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange)

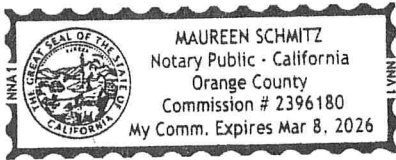
On May 31, 2024 before me, Maureen Schmitz, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Chad Lindholm
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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Title or Type of Document: Consent to Assignment of Lease Agreement

Document Date: 5/31/2024 Number of Pages: 9

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Chad Lindholm

- Corporate Officer - Title(s)
Partner - Limited - General
Individual - Attorney in Fact
Trustee - Guardian or Conservator
Other:

Signer Is Representing: Clean Energy

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited - General
Individual - Attorney in Fact
Trustee - Guardian or Conservator
Other:

Signer Is Representing:

Exhibit "A"

FIRST AMENDED EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

(Revised Location)

(MSC Fuel Station)

Description of a parcel of land, being a portion of Lot 1, Municipal Center Subdivision, as recorded in Deed Book No. 2499308, Page 16, Instrument No. 49308, County Clerk, El Paso County Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the existing nail with shiner located at the centerline intersection of Lafayette Drive (50.00' Right-of-Way) and Gilbert Street (50.00' Right-of-Way); Thence leaving said intersection along the street centerline of Lafayette Drive N 00° 18' 00" W a distance of 275.00' to a point; Thence, leaving that centerline S 89° 42' 00" W a distance of 75.00' to a point, said point being the southeasterly corner of herein described parcel for the "TRUE POINT OF BEGINNING".

Thence S 89° 42' 00" W a distance of 182.00' to a point at the southwesterly corner of the herein described parcel;

Thence N 00° 18' 00" W a distance of 50.00' to a point at the northwesterly corner of the herein described parcel;

Thence N 89° 42' 00" E a distance of 182.00' to a point at the northeasterly corner of the herein described parcel;

Thence, S 00° 18' 00" E a distance of 50.00' to the "TRUE POINT OF BEGINNING" and containing 9,100 square feet or 0.2089 acres of land more or less.

Note: Bearing Basis is per plat of Mesa Vista No. 2 recorded in Volume 592, page 13, Deed records of El Paso County, Texas.



CITY OF EL PASO ENGINEERING

MSC FUEL STATION

