

**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 Anthony Dekeyzer, Director of Mass Transit, (915) 212-3306

**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 5,000 square feet of a portion of section 17, Block 81, Township 2, T&P RR Co. Surveys, El Paso County, Texas know as 5081 Fred Wilson Avenue.

**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 5081 Fred Wilson Avenue.

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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Anthony Dekeyzer – Mass Transit Director

*Anthony R. DeKeyzer*

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**(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:

5,000 Square feet of a portion of section 17, Block 81, Township 2, T&P RR Co. Surveys, El Paso County, Texas (municipally numbered and known as 5081 Fred Wilson Avenue) as more fully depicted in Exhibit "A"

**APPROVED** on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.


**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

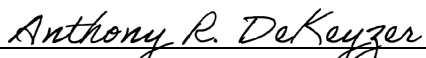
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Anthony R. Dekeyzer, Director  
Sun Metro/ Mass Transit 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:

5,000 Square feet of a portion of section 17, Block 81, Township 2, T&P RR Co. Surveys, El Paso County, Texas (municipally numbered and known as 5081 Fred Wilson Avenue) 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.

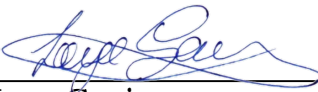
*(Signature page to follow)*

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

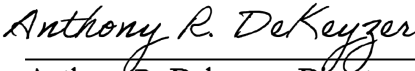
**LESSOR: THE CITY OF EL PASO:**


\_\_\_\_\_  
Dionne L. Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Anthony R. Dekeyzer, Director  
Sun Metro/Mass Transit 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 31<sup>st</sup> day of May, 2024  
by Robert M. Vreeland,  
Mansfield Gas Equipment Systems Corporation on behalf of

Please see attached California Acknowledgment

My Commission Expires:

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 )

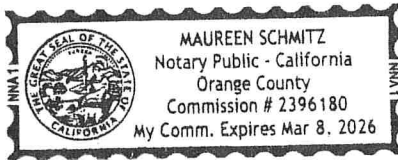
On May 31, 2024 before me, Maureen Schmitz, Notary Public, Date Here Insert Name and Title of the Officer

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 Is Representing: Mansfield Gas Equipment Systems Corporation


Signer's Name:

- Corporate Officer, Partner, Individual, Trustee, Other

Signer Is Representing:



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

  
Name: Chad Lindholm  
Title: Chief Financial Officer

**ASSIGNEE'S ACKNOWLEDGEMENT**

THE STATE OF California )  
COUNTY OF Orange )

This instrument was acknowledged before me on this 31<sup>st</sup> 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

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State of California )

County of Orange )

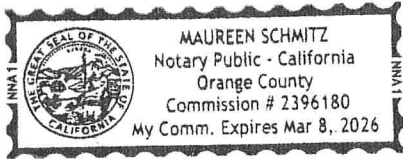
On May 31, 2024 before me, Maureen Schmitz, Notary Public,
Date Here Insert Name and Title of the Officer

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

OPTIONAL

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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.....

(Sun Metro Lift Fuel Station)

Description of a portion of a parcel of land, being a portion of Section 17, Block 81, Township 2, T & P RR Co. Surveys, El Paso County, El Paso, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the existing bolt in casing at the common corner of Sections 17, 18, 19, and 20; Thence, leaving said bolt in casing along the common line of sections 17 and 20, and original centerline of Fred Wilson Road, (Right-of-Way Width varies), S 88° 47' 10" W a distance of 508.45' to appoint; Thence leaving the common section line, N 01° 12' 50" W, a distance of 85' 00" to a point set with a 5/8" rebar with cap and marked "RPLS 4178", said point being located at the northerly Right-of-Way line of Fred Wilson Road and the southeast corner of El Paso Sun Metro Lift, Operations and Maintenance Facility; Thence, leaving the northerly right-of-way line of Fred Wilson Road N 01° 12' 50" W a distance of 525' 00" to a point set with a 5/8" rebar with cap and marked "RPLS 4178", Thence S 88° 47' 10" W, a distance of 167.30' to a point located along an existing chain link fence; Thence leaving said point S 01° 12' 50" E a distance of 40.10' to a point for the northeasterly corner of herein described parcel for the "TRUE POINT OF BEGINNING".

Thence S 01° 12' 50" E a distance of 100.00' to a point at the southeasterly corner of the herein described portion of the parcel;

Thence S 88° 47' 10" W a distance of 50.00' to a point at the southwesterly corner of the herein described portion of the parcel;

Thence N 01° 12' 50" W a distance of 100.00' to a point at the northwesterly corner of the herein described portion of the parcel;

Thence, N 88° 47' 10" E a distance of 50.00' to the "TRUE POINT OF BEGINNING" and containing 5,000 square feet or 0.1147 acres of land more or less.

Note: The section corner monuments used as control for survey are taken from a survey map of the area prepared by the Fort Bliss Department of Engineering; the bearings and distances noted are referenced on said map as being actual data.



# CITY OF EL PASO ENGINEERING

## SUN METRO LIFT FUEL STATION

BLOCK 81 TOWNSHIP 2 TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

