

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** January 7, 2020

**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombraña, A.A.E.,  
Chief Operations and Transportation Officer  
915 212-7301

**DISTRICT(S) AFFECTED:** District 3

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

**SUBJECT:**

This Resolution is to authorize the City Manager to sign a Lessor's Approval of Assignment by and among the City of El Paso ("Lessor"), Shaudra Company, Inc., ("Assignor") and Mast Partners, L.P. ("Assignee") for a portion of Lot 4, Block 2B, El Paso International Airport Tracts, Unit 4, City of El Paso, El Paso County, Texas municipally known and numbered as 6460 Hiller, El Paso, Texas

The remaining lease term is 40 years with one (1) ten-year option. The site is 71,919.363 square feet at \$0.40 per square foot and the annual rental rate is \$28,767.75. All terms and conditions remain the same.

**BACKGROUND / DISCUSSION:**

The lease agreement between Shaudra Company, Inc., and the City of El Paso is effective January 1, 2020. Shaudra Company, Inc., prior to the sale of their building at 6460 Hiller to Mast Partners, L.P., has requested a Lessor's Approval of Assignment to Mast Partners, L.P. for the ground lease.

**TERM:**

The effective date of the lease is January 1, 2020. The lease term is 40 years with one (1) ten-year option.

**RENTAL FEES:**

Land 71,919.363 SF x \$0.40 per SF = \$28,767.75 annually.

**PRIOR COUNCIL ACTION:**

November 26, 2019 – New Lease with Shaundra Company, Inc. (Assignor), which replaced expiring lease.

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue-generating agreement.

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Chief Operations and Transportation Officer

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

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

That the City Manager is authorized to sign a Lessor's Approval Assignment by and between the City of El Paso ("Lessor"), Shaudra Company, Inc. ("Assignor"), and Mast Partners, L.P. ("Assignee") for the following described property:

A portion of Lot 4, Block 2B, El Paso International Airport Tracts, Unit 4, City of El Paso, El Paso County, Texas, containing approximately 71,919.363 square feet, municipally known and numbered as 6460 Hiller, El Paso, Texas.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019.

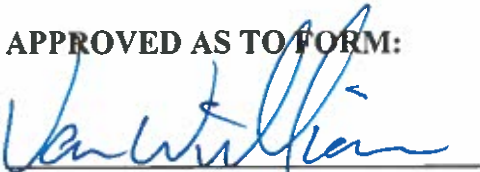
### CITY OF EL PASO

\_\_\_\_\_  
Dee Margo  
Mayor

### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Van Williamson  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Chief Operations and Transportation Officer

STATE OF TEXAS

§  
§  
§

**LESSOR'S APPROVAL OF ASSIGNMENT**

COUNTY OF EL PASO

**WHEREAS**, the City of El Paso ("Lessor") entered into a Southern Industrial Site Lease, with an Effective Date of January 1, 2020 (the "Lease"), between the Lessor and Shaudra Company, Inc, a Texas corporation ("Assignor"), for the following described property:

A portion of Lot 4, Block 2B, El Paso International Airport Tracts, Unit 4, City of El Paso, El Paso County, Texas, containing approximately 71,919.363 square feet, municipally known and numbered as 6460 Hiller, El Paso, Texas and more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

**WHEREAS**, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Mast Partners, L.P.

**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 Mast Partners, L.P. ("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:** Shaudra Company, Inc.  
                6460 Hiller  
                El Paso, Texas 79925  
  
    **ASSIGNEE:** MIMCO, LLC  
                c/o Mast Partners, L.P.  
                6500 Montana  
                El Paso, TX 79925
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: SHAUDRA COMPANY, INC.

By: Shirley Sparagana  
Print Name: Shirley Sparagana  
Title: President

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Maryland  
COUNTY OF Howard

This instrument was acknowledged before me on this 17th day of December, 2019, by Shirley Sparagana President of Shaudra Co. INC on behalf of said corporation (Assignor).

My Commission Expires:  
1/28/21

Audra M. Perry  
Notary Public, State of Maryland

AUDRA M. PERRY  
NOTARY PUBLIC, STATE OF MARYLAND  
MY COMMISSION EXPIRES JANUARY 28, 2021

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE: MAST PARTNERS, L.P.

By: JMT Properties, Inc.,  
Its: General Partner

By: *Mark Tomlin*  
Mark Tomlin, Vice President

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Texas )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 17th day of December,  
20 19, by Mark Tomlin, Vice President, JMT Properties, Inc., General Partner of MAST Partners, L.P.  
(Assignee), on behalf of said partnership.



*Michelle Casillas*  
Notary Public, State of Texas

My Commission Expires:

09-30-2020