

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

DEPARTMENT: Aviation

AGENDA DATE: April 3, 2018

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, (915) 212-7301

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

This is a Resolution to authorize the City Manager to sign the Amendment and Lessor's Approval of Assignment by and between the City of El Paso (Lessor), Host Hotels and Resorts, L.P. (Assignor) and CP El Paso, Ltd., a Kentucky limited partnership (Assignee) for the following described property:

A portion of Tract 4A25, Block 2, Ascarate Grant, El Paso County, Texas, containing approximately 376,568.841 square feet of land, municipally known and numbered as 1600 Airway Boulevard, El Paso, Texas.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to allow for the assignment of the Lease Agreement effective October 17, 1980, from Host Hotels and Resorts, L.P. (Assignor) to CP El Paso, Ltd. (Assignee). CP El Paso, Ltd. has been operating the Marriott El Paso since 1999 under a sublease from Host Hotels and Resorts. At this point, the two parties have agreed to and have requested to assign the Lease Agreement to CP El Paso, Ltd. CP El Paso, Ltd. will continue to operate the hotel and the changeover will be seamless to the public and guests.

PRIOR COUNCIL ACTION:

12/29/1999 – Second Amendment to Lease Agreement approved – Sublease approval for CP El Paso, Ltd.
03/17/1981 – First Amendment to Lease agreement approved – Redefined "Demised Premises" to include the hotel
10/17/1980 – Lease Agreement approved for the purposes of building the Marriott El Paso Hotel

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD:



Monica Lombraña, A.A.E.
Managing Director, Aviation and International Bridges

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

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 be authorized to sign an Assignment and Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"); Host Hotels & Resorts, L.P. ("Assignor"); and CP El Paso, Ltd., a Kentucky limited partnership ("Assignee") for the following described property:

A portion of Tract 4A25, Block 2, Ascarate Grant, El Paso County, Texas, containing approximately 376,586.841 square feet of land, and municipally known and numbered as 1600 Airway Blvd., El Paso Texas.

Dated this ____ day of _____ 2018.

CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



for Monica Lombraña, A.A.E.
Managing Director of Aviation and
International Bridges

STATE OF TEXAS

§
§

**ASSIGNMENT & LESSOR'S APPROVAL
OF ASSIGNMENT**

COUNTY OF EL PASO §

WHEREAS, effective October 17, 1980, the City of El Paso ("Lessor") and the Marriott Corporation ("Original Lessee") entered into an El Paso Airport Lease Agreement for the property located at 1600 Airway Blvd., El Paso, Texas, as amended by a First Amendment to El Paso Airport Lease Agreement dated March 17, 1981 and by a Second Amendment to El Paso Airport Lease Agreement dated to be effective as of December 29, 1999 (collectively, the "Lease"), for the real property and improvements located as follows:

A portion of Tract 4A25, Block 2, Ascarate Grant, El Paso County, Texas, containing approximately 376,586.841 square feet of land and more fully described in Exhibit "A" attached here to and made a part hereof ("Premises"),

WHEREAS, CP El Paso, Ltd., a Kentucky limited partnership ("Assignee"), subleased the real property and improvements subject to the Original Lease from Host Hotels & Resorts, L.P., (successor by name change to Host Marriott, L.P. who was the successor to the Original Lessee under the Lease) ("Assignor") pursuant to a Ground Sublease Agreement dated as of December 29, 1999, as amended and restated by the Amended and Restated Ground Sublease Agreement dated as of July 11, 2003;

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee;

WHEREAS, Assignor desires to execute a Assignment & Lessor's Approval of Assignment with Assignee, wherein Assignor will agree to assign to Assignee and Assignee will agree to assume all of Assignor's obligations under the Lease and Lessor will consent to Assignor's assignment of the Lease to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **ASSIGNMENT.** Assignor does hereby assign, transfer and set over unto Assignee all of its right, title and interest in, to and under the Lease. In consideration thereof, Assignee does hereby assume and agree 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, irrespective of the date on which such duties, liabilities or obligations accrued, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.
2. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Assignee, on the condition that Assignee assumes all of the duties of and becomes liable to pay any and all sums owing or becoming due Lessor under terms of the Lease from and after the effective date hereof irrespective of the date on which such duties, liabilities or obligations accrued, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

3. **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.
4. **ASSIGNEE'S RIGHTS.** Assignee shall, as of the effective date of the assignment, enjoy all rights and privileges and be responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
5. **RATIFICATION OF LEASE.** Except as expressly modified herein, no provision of this consent alters or modifies any of the terms and conditions of the Lease; all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignor and Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Host Hotels & Resorts, L.P.
600 Brickell Avenue, Suite 1720
Miami, Florida 33131
Attention: Andy Bullard
Telephone: (786) 405-0077
Email: andy.bullard@hosthotels.com

ASSIGNEE: CP El Paso, Ltd.
740 Centre View Boulevard
Crestview Hills, KY 41017
Attention: Derek J. Haught
Telephone: (859) 578-1116
Email: derek@columbiasussex.com

7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Assignment & Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the authority legally to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
8. **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 been originally been executed between Lessor and Assignee.
9. **NON-WAIVER.** This Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
10. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is signed by Lessor.

ADOPTED this _____ day of _____, 2018.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



for _____
Monica Lombraña, A.A.E.
Managing Director of Aviation and
International Bridges

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2018,
by **Tomás González** as **City Manager** of the **City of El Paso, Texas** (Lessor).

My Commission Expires:

Notary Public, State of Texas

ASSIGNOR:

Host Hotels & Resorts, L.P.

By: Host Hotels & Resorts, Inc.,
its general partner

By: _____

Printed Name: _____

Title: _____

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE)
OF MARYLAND)
)
COUNTY)
OF MONTGOMERY)

This instrument was acknowledged before me on this ____ day of _____, 2018,
by _____, the _____ of Host Hotels & Resorts, Inc., the general
partner of Host Hotels & Resorts, L.P., on behalf of such limited partnership.

My Commission Expires:

Notary Public, State of _____

Description of a part of land being a Portion of Tract 4A25, Block 2, Ascarate Grant, El Paso County, Texas and being more particularly described by metes and bounds as follows:

From a City monument located at the centerline intersection of Boeing Drive and American Drive, thence South $1^{\circ} 01' 53''$ East along the centerline of American Drive a distance of 53.30 feet, thence North $85^{\circ} 14' 15''$ West a distance of 34.17 feet to a point lying on the west right-of-way line of American Drive projected, said point being the POINT OF BEGINNING;

Thence along said projected right-of-way line, South $1^{\circ} 01' 53''$ East a distance of 407.04 feet;

Thence 143.47 feet along the arc of a curve to the right, whose radius is 100.00 feet, whose interior angle is $82^{\circ} 12'$, and whose chord bears South $40^{\circ} 04' 07''$ West a distance of 131.48 feet to the north right-of-way line of Montana Avenue;

Thence along the north right-of-way line of Montana Avenue, South $81^{\circ} 10' 07''$ West a distance of 426.02 feet;

Thence 211.04 feet along the arc of a curve to the right, whose radius is 123.64 feet, whose interior angle is $97^{\circ} 48'$, and whose chord bears North $49^{\circ} 55' 53''$ West a distance of 186.34 feet to the east right-of-way line of Airway Boulevard;

Thence along the east right-of-way line of Airway Boulevard, North $1^{\circ} 01' 53''$ West a distance of 446.58 feet;

Thence 102.10 feet along the arc of curve to the right, whose radius is 65.00 feet, whose interior angle is $90^{\circ} 00'$, and whose chord bears North $43^{\circ} 58' 07''$ East a distance of 91.92 feet to the south right-of-way line of Boeing Drive;

Thence along the south right-of-way line of Boeing Drive, North $88^{\circ} 58' 07''$ East a distance of 48.27 feet;

Thence continuing along the south right-of-way line of Boeing Drive, 225.42 feet along the arc of a curve to the right, whose radius is 1793.86 feet, whose interior angle is $7^{\circ} 12'$, and whose chord bears South $87^{\circ} 25' 53''$ East a distance of 225.27 feet;

Thence continuing along the south right-of-way line of Boeing Drive South $83^{\circ} 49' 53''$ East a distance of 238.32 feet;

Thence continuing along the south right-of-way line of Boeing Drive, 56.61 feet along the arc of a curve to the left, whose radius is 1781.06 feet, whose interior angle is $1^{\circ} 49' 16''$, and whose chord bears South $84^{\circ} 44' 31''$ East a distance of 56.61 feet;

Thence 29.54 feet along the arc of a curve to the right, whose radius is 20.00 feet; whose interior angle is $84^{\circ} 37' 16''$, and whose chord bears South $43^{\circ} 20' 31''$ East a distance of 26.93 feet to THE POINT OF BEGINNING and containing 376, 586.841 square feet, or 8.645 acres of land, more or less; subject to all easements of record.

Donald T. Cremans
Donald T. Cremans, P.E.
CREMANS, INC.

EXHIBIT "A"

