

## CONSENT TO ASSIGNMENT

This Consent to Assignment is executed between the Town of Horizon City (“City”), MICBEC Investments, LLC (“MICBEC”) and Horizon Oxbow Development, LLC (“Horizon Development”) and will be effective on the date approved and signed on behalf of the Town of Horizon City.

**WHEREAS**, on September \_\_\_, 2023, the City approved a Chapter 380 Economic Development Program Agreement, a Purchase and Sale Agreement and a Right of First Offer regarding the development at 1566 Pawling in the Town of Horizon City with MICBEC (hereafter collectively “the Economic Development Agreements”);

**WHEREAS**, MICBEC desires to assign all its rights, titles and obligations arising from the Economic Development Documents to Horizon Development;

**WHEREAS**, Horizon Development agrees to undertake the responsibilities to purchase the real estate, demolish the existing structure, redevelop the site, and construct the office warehouse units in accordance with the terms of the Economic Development Documents;

**WHEREAS**, the Economic Development Documents require the City’s prior written consent in order to complete the assignment;

**WHEREAS**, MICBEC has requested that the City consent to the assignment of the Economic Development Agreements to Horizon Development;

**WHEREAS**, Horizon Development agrees to be responsible for all duties and obligations under the Agreement; and

**WHEREAS**, the City agrees to the assignment of all rights, duties and obligations encompassed in the Agreement to Assignee.

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS;**

1. The City consents to the assignment of the rights, duties and obligations arising from the Economic Development Documents to Horizon Development.
2. Horizon Development agrees to assume and perform all duties, obligations, and responsibilities arising from the Economic Development Documents and relevant state and local laws and regulations.

3. All terms and conditions of the Economic Development Documents shall remain in full force and effect.
4. Upon such Assignment, MICBEC shall be released from all its liability and obligations of performance under the Contract. This release specifically cancels such liability of MICBEC from Paragraph 7.03 of the Contract.

Approved and effective the \_\_\_\_ day of October 2023.

**TOWN OF HORIZON CITY**

By: \_\_\_\_\_

**Andres Renteria, Mayor**

**ATTEST:**

By: \_\_\_\_\_

**Elvia Schuller, City Clerk**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**Sylvia Borunda Firth  
Assistant City Attorney**

**MICBEC INVESTMENTS, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF TEXAS

COUNTY OF EL PASO

Before me, \_\_\_\_\_ on this day personally appeared \_\_\_\_\_,  
known to me (or proved to me on the oath of \_\_\_\_\_ or through (description of identity card  
or other document) to be the person whose name is subscribed to the foregoing instrument and  
acknowledged to me that he executed the same for the purposes and consideration therein expressed.  
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public's Signature

**HORIZON OXBOW DEVELOPMENT, LLC**

**By:** \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

STATE OF TEXAS

COUNTY OF EL PASO

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Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public's Signature