

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

DEPARTMENT: AVIATION  
AGENDA DATE: JANUARY 22, 2013  
CONTACT PERSON/PHONE: Monica Lombraña/780-4724  
DISTRICT(S) AFFECTED: ALL

**SUBJECT:**

Resolution authorizing the City Manager to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor") and Ace Body Shop, Inc. ("Assignee") for the following described property: All of Lot 12, Block 5, El Paso International Airport Tracts, Unit 3, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 6617 Montana, El Paso, Texas.

The annual rental rate for this 20,672 SF parcel is \$17,364.40 (\$0.84/SF).

**BACKGROUND / DISCUSSION:**

Henry Taylor's Estate requested that its Industrial Site Lease with the City be assigned to Ace Body Shop. This Lease terminates on June 30, 2016, with one – 10 year option remaining. Ace Body currently operates at this site, and has decided to purchase the building from Henry Taylor's Estate.

**PRIOR COUNCIL ACTION:**

Industrial Site Lease effective July 1, 1996 with Henry L. Taylor

**AMOUNT AND SOURCE OF FUNDING:**

N/A - Revenue Generating

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**BOARD / COMMISSION ACTION:** N/A

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

DEPARTMENT HEAD: \_\_\_\_\_



Monica Lombraña, A.A.E.  
Director of Aviation

**RESOLUTION**

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

That the City Manager be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor") and Ace Body Shop, Inc. ("Assignee") for the following described property:

All of Lot 12, Block 5, El Paso International Airport Tracts, Unit 3, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 6617 Montana, El Paso, Texas.

ADOPTED this the \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

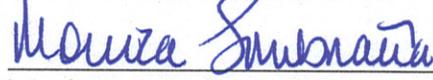
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**LESSOR'S APPROVAL OF ASSIGNMENT**

**WHEREAS**, the City of El Paso ("Lessor") entered into an Industrial Site Lease ("Lease") with an effective date of July 1, 1996 by and between Lessor and Henry L. Taylor covering the following described leased premises:

All of Lot 12, Block 5, El Paso International Airport Tracts, Unit 3, more commonly known as 6617 Montana Avenue, El Paso, Texas, ("Property), and

**WHEREAS**, the Executor of the Henry L. Taylor Estate has requested that the Lease be assigned to Ace Body Shop, Inc.

**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 to Ace Body Shop, Inc. ("Assignee"), on the condition that Assignee assumes 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 of the assignment of the Lease to Assignee, and upon the further condition that Assignee agree 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.** The Estate of Henry L. Taylor is released and discharged from all rights, privileges and obligations under the Lease arising from and after the effective date of the assignment of this Lease.
4.     **GUARANTOR.** 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. Provided, however, Assignee shall tender to Lessor an irrevocable letter of credit, or other surety acceptable to the Director of Aviation ("Security Deposit") in an amount equal to three (3) months of Rental to guarantee the faithful performance of Lessee of its obligations under this Lease and the payment of all Rental due hereunder. Assignee shall be obligated to maintain such Security Deposit in effect until the expiration of eighteen (18) consecutive months from the Effective Date of this Lessor's approval of Assignment.

Within twenty (20) days after expiration of such eighteen (18) month period and if no Event of Default by Assignee has occurred, Lessor will return the Security Deposit to Assignee.

5. **RATIFICATION OF AGREEMENT.** 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 Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:  
  
                  **ASSIGNEE:**                  Ace Body Shop, Inc.  
  6617 Montana Ave.  
  El Paso, Texas 79925
7. **AUTHORIZED REPRESENTATIVE.** The person signing this Lessor's Approval of Assignment on behalf of the Assignee represents and warrants that he has the authority legally to bind the Assignee 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 parties have executed this Lessor's Approval of Assignment hereto this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

*Monica Lombraña*  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

**LESSOR'S ACKNOWLEDGEMENT**

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by  
**Joyce A. Wilson as City Manager of the City of El Paso, Texas.** (Lessor)

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

**ASSIGNOR: ROBERT E. ROOK, JR.**  
As Independent Executor of the Estate of  
Henry L. Taylor

By: [Signature]  
Printed Name: ROBERT E. Rook Jr  
Title: Executor

**ASSIGNOR'S ACKNOWLEDGMENT**

THE STATE OF TEXAS )  
  )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 11 day of January, 2013,  
by Robert E. Rook, Jr. as Independent Executor of the Estate of Henry L. Taylor (Assignor).

[Signature]  
Notary Public, State of Texas

My Commission Expires:



(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

