

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

DEPARTMENT: AIRPORT

AGENDA DATE: FEBRUARY 28, 2012

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña/780-4724

DISTRICT(S) AFFECTED: 3

SUBJECT:

That the City Manager be authorized to sign a Mutual Lease Termination covering the Airport Industrial Site Lease by and between the City of El Paso ("Lessor") and LFCW, LLC ("Lessee") for the property described as Lots 2, 3 and 4, Block 1A, El Paso International Airport Tracts, Unit 4, municipally known and numbered as 6440 Airport Road, City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

This lease expires March 1, 2024; however LFCW, LLC desires to terminate this Industrial Site Lease early for the property located at 6440 Airport Road and operated as Shelter Valet Parking. They have entered into a sales agreement with Airport Park-A-Lot El Paso LLC who will acquire LFCW's valet parking business assets and leasehold improvements. There is a companion item on this agenda to approve a new lease with Airport Park-A-Lot El Paso LLC which will allow the continuation of a valet parking operation on this property for the convenience of customers of the airport.

PRIOR COUNCIL ACTION:

- Airport Industrial Site Lease effective December 26, 1995
- First Amendment to Lease effective October 31, 2000
- Consent to Assignment and Amendment of Lease, effective February 13, 2003
- Third Amendment effective December 26, 2010
- Fourth Amendment effective December 26, 2011

AMOUNT AND SOURCE OF FUNDING:

N/A - This is a revenue generating lease.

BOARD / COMMISSION ACTION: N/A

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

DEPARTMENT HEAD:



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

(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 a Mutual Lease Termination covering the Airport Industrial Site Lease by and between the City of El Paso ("Lessor") and LFCW, LLC ("Lessee") for the property described as Lots 2, 3 and 4, Block 1A, El Paso International Airport Tracts, Unit 4, municipally known and numbered as 6440 Airport Road, City of El Paso, El Paso County, Texas.

APPROVED this the _____ day of February 2012.

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)

MUTUAL LEASE TERMINATION

This Mutual Lease Termination (“Termination”) is made this _____ day of February 2012, by and between the **CITY OF EL PASO** (“Lessor”) and **LFCW, LLC** (“Lessee”).

WHEREAS, Lessor and Airport Industrial Leasehold entered into an Airport Industrial Site Lease (“Lease”), effective December 26, 1995, which Lease was amended by that First Amendment to Lease effective October 31, 2000, and was subsequently assigned and amended by that Consent to Assignment and Amendment of Lease, effective February 13, 2003 covering Lots 2, 3 and 4, Block 1A, El Paso International Airports Tracts, Unit 4, City of El Paso, El Paso County, Texas, commonly known as 6440 Airport Road, El Paso, El Paso County, Texas (“Leased Premises”);

WHEREAS, the Lease was assigned from Airport Industrial Leasehold to LFCW, LLC by that Consent to Assignment and Amendment of Lease with an effective date of February 13, 2003;

WHEREAS, the Lease expires March 1, 2024, but Lessee desires to terminate the Lease and all rights to possession of the Leased Premises and to release the Leased Premises to the Lessor;

WHEREAS, Lessor has evaluated the situation and determined that it will be beneficial for the Lessor to accept the Termination and to release Lessee from its obligations under the Lease, except as otherwise specifically stated herein.

IT IS THEREFORE AGREED:

In consideration of the mutual promises, covenants, conditions, and other consideration set forth in this Termination:

1. Lessee shall surrender the Lease and vacate the Leased Premises as of **February 29, 2012**.
2. Lessor shall accept the surrender of the Leased Premises.
3. Lessor and Lessee shall discharge and release each other from all obligations under the Lease as of **February 29, 2012** except as otherwise agreed to in this Mutual Lease Termination document.
4. Lessee agrees to indemnify and hold the Lessor harmless for any and all claims or causes of action arising out of the Lease including, but not limited to, arising out of Lessee’s use, occupancy, subleasing, assigning or mortgaging of the Leased

Premises; including but not limited to the payment of taxes which accrued during the Lease term. Lessee agrees to defend Lessor against any such claims and to defend the Lessor in any legal actions which may be brought against Lessor, including attorney's fees and court costs, or fees or claims arising out of the Lease. Lessee shall provide written confirmation to Lessor of payment for all taxes.

- 5. All provisions of the Lease and its amendments which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of the Lease hereunder shall survive such cessation, expiration or termination of the Lease, including without limitation, Paragraphs 3.03 and 6.05.
- 6. The person signing this Termination on behalf of Lessor and Lessee warrants that he or she has the authority to do so and to bind the party represented.

IN WITNESS WHEREOF, this Mutual Lease Termination has been executed by the parties hereto as of the date, month and year first hereinabove written.

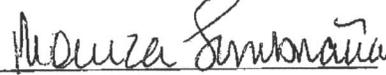
CITY OF EL PASO:

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



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

LESSOR'S ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of February 2012, by Joyce A. Wilson as City Manager of the City of El Paso, Texas.

My Commission Expires: _____

Notary Public
Notary's Printed Name: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ATTEST:

By: [Signature]
Printed Name: Scott Bowers

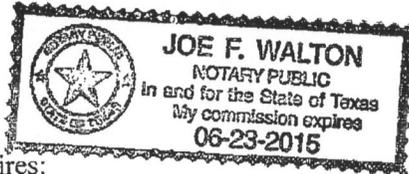
LESSEE: LFCW, LLC

By: [Signature]
Printed Name: Gary Crossland
Title: Managing Partner

LESSEE'S ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 16th day of February 2012 by Gary Crossland, as Managing Partner of LFCW, LLC.



[Signature]
Notary Public
Notary's Printed Name:
Joe F Walton

My Commission Expires:
06-23-2015