

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

DEPARTMENT: AIRPORT

AGENDA DATE: March 8, 2011

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

DISTRICT(S) AFFECTED: 2 & 3

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? **Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

This item is a Resolution to authorize the City Manager to sign a Second Amendment to Industrial Site lease by and between the City of El Paso (Lessor) and EAN Holdings, LLC d/b/a National Car Rental and Alamo Rent A Car (Lessee) for the following real property:

Lot 1, Block 1B, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas and municipally known as 6500 Convair Road, El Paso, Texas.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns? EAN Holdings, LLC is requesting to demolish the wall and build a drive way to connect the above described property, which is used for overflow parking and their adjacent property, which houses their service and maintenance facility. By connecting the two lots, they would be able to better use the space to clean and service rental vehicles more efficiently.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

- Lessor's Approval of Assignment of Industrial Site Lease from Midwest Car Corporation d/b/a National Car Rental and Alamo Rent A Car to EAN Holdings, LLC d/b/a National Car Rental and Alamo Rent A Car on August 31, 2010.
- (First) Amendment to Industrial Lease on June 17, 1980.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A – this is a revenue generating item

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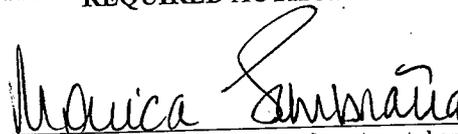
**BOARD / COMMISSION ACTION:** N/A

Enter appropriate comments or N/A

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

**DEPARTMENT HEAD:**

(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 Second Amendment to the Industrial Site Lease by and between the City of El Paso and EAN Holdings, LLC d/b/a National Car Rental and Alamo Rent A Car which allows for Lessee to construct a vehicular access opening in the rock wall on the southern lot line of the following described property:

Lots 1, Block 1B, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas and municipally known as 6500 Convair Road, El Paso, Texas.

APPROVED the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**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    )

**SECOND AMENDMENT TO  
INDUSTRIAL SITE LEASE**

This Second Amendment to the Industrial Site Lease by and between the City of El Paso, Texas (“Lessor”) and EAN Holdings, LLC d/b/a National Car Rental and Alamo Rent A Car (“Lessee”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011.

**WHEREAS**, effective March 1, 1968, Lessor and R. E. Welch, Contractor, Inc. entered into an Industrial Site Lease (the “Lease”) for the following real property:

Lot 1, Block 1B, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas and municipally known as 6500 Convair Road, El Paso, Texas.

**WHEREAS**, on June 17, 1980, Lessor approved a First Amendment to Lease which omitted Article III, Paragraph D, Minimum Construction Standard, to allow for the construction of parking facilities; revised Article V, Paragraph B (1)–B (4), Readjustment of Ground Rental, which identifies the procedure to determine fair market value, and identified revised Article III, Paragraph C to identify an interest rate for any unpaid monies;

**WHEREAS**, effective September 1, 2010, Lessor approved a Lessor’s Approval of Assignment of the Lease to Lessee;

**WHEREAS**, Lessee also has an Industrial Site Lease with Lessor for Lot 3, Block 1B, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas and municipally known as 6400 Convair Road; and

**WHEREAS**, Lessee has requested Lessor’s approval to construct a vehicular access opening in a rock wall which divides the two leased parcels at 6500 Convair Road and 6400 Convair Road in order to provide access between the two sites,

**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. Lessor gives permission to Lessee to construct a vehicular access opening in the rock wall on the lot line between Lot 1 and Lot 3, Block 1-B, Block 1B, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas which are the two parcels of property it is leasing from Lessor at 6500 Convair Road and 6400 Convair Road, El Paso,

Doc. No.: 60855 v4 (12/6/10 clean)  
Doc. Name: 2<sup>nd</sup> Amend. ISL-Lot 1, Blk 1B (12/1/10)  
Doc. Author: TCUL

Texas. The location of the rock wall is shown on Exhibit "A", which is attached hereto and made a part hereof for all purposes. Lessee will submit an improvement plan of the proposed vehicular access opening in the rock wall to the Director of Aviation for prior approval prior to beginning construction. Lessee, at Lessee's sole expense, agrees that it will design, construct, control access through, and maintain the vehicular access opening and the entire length of the rock wall as it divides the two leased sites in accordance with the requirements of the Lease and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including but not limited to Title 14 of the El Paso City Code, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon.

Upon the expiration, termination or cessation of this Lease for any reason ("expiration"), Lessee, at its own cost and expense, upon six (6) months written notice from the Director of Aviation prior to the expiration of the Lease, shall be responsible for the reconstruction of the rock wall to eliminate the vehicular access opening between 6400 Convair Road and 6500 Convair Road. The reconstruction of the rock wall will be to the sole satisfaction of Lessor. In furtherance of the same, and within six (6) months prior to the expiration of this Lease, Lessee shall cause to be made, executed, and delivered to Lessor an instrument to guarantee the reconstruction of the rock wall. Such instrument may be in the form of a performance bond, letter of credit or such other instrument that is mutually acceptable to Lessee and the Director and shall be in place until reconstruction of the rock wall is completed. Lessee shall complete the reconstruction of the rock wall within ninety (90) days from the expiration of this Lease. Any occupancy by Lessee for the purposes of reconstructing the rock wall shall be subject to the rental due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned ninety (90) days.

If Lessee fails to reconstruct the rock wall, Lessor may reconstruct the rock wall at Lessee's expense.

2. Regardless of the date executed, the Effective Date of this Second Amendment to the Industrial Site Lease shall be March 1, 2011.
3. Except as expressly modified herein, all other terms and conditions of the March 1, 1968 Industrial Site Lease; as amended by the First Amendment to the Lease dated June 17, 1980; and as assigned by that Lessor's Approval of Assignment effective September 1, 2011, shall remain in full force and effect and shall remain as written.



LESSEE: EAN Holdings, LLC d/b/a National Car Rental and Alamo Rent A Car

By: [Signature]  
Printed Name: John Murphy  
Title: VP / General Manager

ACKNOWLEDGMENT

STATE OF New Mexico

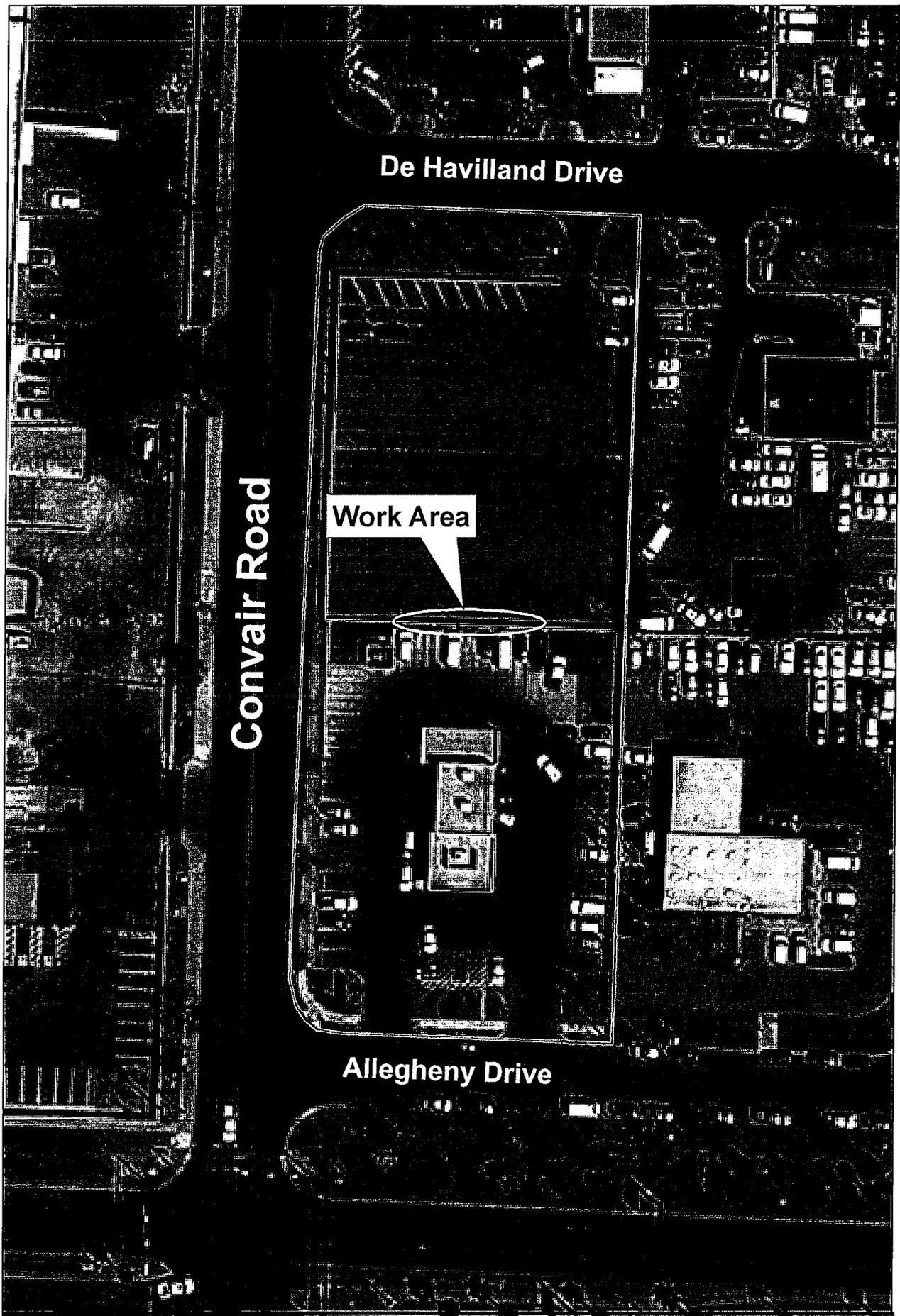
COUNTY OF Sandoval

This instrument was acknowledged before me on this 21 day of Feb 2011 by John Murphy as VP of EAN Holdings, LLC d/b/a National Car Rental and Alamo Rent A Car (Lessee).

[Signature]  
Notary Public, State of New Mexico

My Commission Expires:  
12.16.14





**El Paso International Airport Exhibit "A"**