

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

DEPARTMENT: Airport
AGENDA DATE: April 30, 2013
CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, A.A.E. 780-4793
DISTRICT(S) AFFECTED: All

SUBJECT:

Approve a Resolution authorizing the City Manager to sign a Lessor's Approval of Sublease by and among the City of El Paso ("Lessor"), TJW Aviation, LLC ("Lessee"), Advanced Aircraft Services ("Sublessee") and Joe's Flight School which will allow Joe's Flight School to sublease a portion of the premises located at 1776 American Drive., El Paso, Texas from the Sublessee.

BACKGROUND / DISCUSSION:

The City of El Paso entered into a General Aviation Commercial Ground Lease effective April 1, 1982 between the Lessor and Air Parts of El Paso, Ltd. for the property municipally known and numbered as 1776 American Drive, El Paso, Texas. Effective February 25, 1997 Lessee entered into a Sublease agreement with Advanced Aircraft Services. Lessee subsequently assigned lease, by a Lessor's Approval of Assignment, on May 8, 2012, to TJW Aviation. Lessee and Sublessee now desire to sublease a portion of the premises located at 1776 American Drive., El Paso, Texas to Joe's Flight School, and Lessor's written approval of the sublease is required per the lease.

PRIOR COUNCIL ACTION:

- Council approved the General Aviation Commercial Ground Lease effective April 1, 1982 with Air Parts of El Paso, Ltd
- Council approved a sublease to Sublessee, Advanced Aircraft Services, effective February 25, 1997
- Council approved the 1st Amendment to the General Aviation Commercial Ground Lease, with an effective date of September 1, 2008, the amendment added a ten (10) year option to extend the lease term
- On May 8, 2012, Council approved the assignment of the lease to Lessee by a Lessor's Approval of Assignment;

AMOUNT AND SOURCE OF FUNDING:

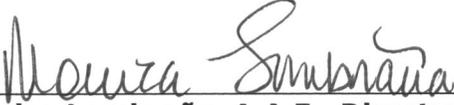
N.A. - Lessor's Approval of Sublease is budget neutral

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 Lessor's Approval of Sublease by and among the City of El Paso ("Lessor"), TJW Aviation, LLC ("Lessee"), Advanced Aircraft Services ("Sublessee"), and Joe's Flight School which will allow Joe's Flight School to sublease a portion of the premises located at 1776 American Drive., El Paso, Texas from Sublessee.

APPROVED this _____ day of _____ 2013.

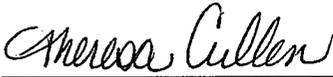
CITY OF EL PASO

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

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clause(s), Joe's Flight School makes no representations or warranties regarding the enforceability of such clause(s) and Joe's Flight School does not waive the applicable Texas and /or United States law(s) or regulations(s) which conflict with the clauses(s).

3. **Subleased Premises.** Joe's Flight School acknowledges that the subleased premises are located at 1776 American Drive, El Paso, El Paso County, Texas.
4. **Permitted Use of Premises.** Joe's Flight School acknowledges that the subleased premises will not be used for any activity other than for an office space. Joe's Flight School also acknowledges that its use of the subleased premises shall be further limited by those restrictions and prohibitions enumerated within the Lease.
5. **Proof of Insurance.** Joe's Flight School has provided Lessee and Lessor with a certificate of insurance to evidence compliance with the insurance requirements of the Lease and understands and agrees that Lessor's consent to sublease is expressly contingent upon Joe's Flight School maintaining the required levels of insurance and Joe's Flight School providing proof of such to Lessee and Lessor. Failure to comply with any insurance requirements may result in a revocation of Lessor's consent to the sublease and termination of this Lessor's Approval of Sublease and the sublease.
6. **Reporting Requirements.** As additional consideration for Lessor's approval, Joe's Flight School agrees that it shall furnish to Lessor, upon ten (10) days written request by the Director of Aviation and at no cost to Lessor, an accurate report of Aviation's operations at the El Paso International Airport during the preceding month. The report shall include, but not be limited to, any information related to the following: (i) the amount of cargo, freight, or mail loaded or off-loaded from any aircraft by Joe's Flight School, its customers, contractors, or agents; and (ii) the type of aircraft and name of aircraft operator handled. Joe's Flight School agrees to provide this information, if applicable, in such detail and on the form as prescribed by the Director of Aviation. Failure to comply with the reporting requirements may result in a revocation of the Lessor's consent to the sublease and termination of the Lessor's Approval of Sublease and the Sublease.
7. **Lessee's Obligations.** Notwithstanding any provision to the contrary in the Sublease, this Lessor's Approval of Sublease shall in no way release the Lessee or any person or entity claiming by, through, or under Lessee, including Joe's Flight School, from any of its covenants, agreements, liabilities, and duties under the Lease, as same may be amended from time to time. Lessee shall remain liable to Lessor for any defaults under the Lease, whether such default is caused by Lessee, Lessee, Joe's Flight School or anyone claiming by or through Lessee, Sublessee, or Joe's Flight School. The foregoing shall not be deemed to restrict or diminish any right which Lessor may have against Lessee, Sublessee or Joe's Flight School, in law or in equity, for violation of the Lease.

8. **Purpose.** This Lessor's Approval of Sublease does not constitute approval by Lessor of any of the provisions of the Sublease document or agreement; nor shall the same be construed to amend the Lease in any respect. The sole purpose of the Sublease shall be to set forth the rights and obligations between Lessee, Sublessee and Joe's Flight School. In no event, however, shall Lessor be deemed to be in privity of contract with Sublessee or Joe's Flight School or owe any obligation or duty to Sublessee or Joe's Flight School under the Lease or otherwise; any duties of Lessor under the Lease being in favor of, for the benefit of, and enforceable solely by Lessee.
9. **Non-Waiver.** Nothing herein shall be deemed a waiver of any of Lessor's rights under the Lease. This Lessor's Approval of Sublease does not end the need for Lessor's approval of any future subleases or for any other matter for which Lessor's approval is required under the Lease or otherwise.
10. **Subordinate Rights.** The Sublease is, in all aspects, subject and subordinated to the Lease as the same may be amended. The terms of the Lease shall prevail in the case of any conflict between the provisions of the Lease, Sublease, or this Lessor's Approval of Sublease.

If, at any time prior to the expiration of the term of the Sublease, the Lease shall terminate or be terminated for any reason (or Lessee's right to possession shall terminate without termination of the Lease), this Lessor's Approval of Sublease and the Sublease shall simultaneously terminate.

11. **Authorized Parties.** The persons signing this Lessor's Approval of Sublease on behalf of the Lessee, Sublessee, and Joe's Flight School represent and warrant that they have the authority to legally bind the Lessee, Sublessee, and Joe's Flight School to the provisions of this instrument. Further, Lessee, Sublessee, and Joe's Flight School acknowledge and agree to be bound by all the terms and conditions of this Lessor's Approval of Sublease as set forth herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Lessor's Approval of Sublease has been executed and shall be effective as of the date first noted above.

CITY OF EL PASO, TEXAS

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

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

ACKNOWLEDGMENT
LESSOR

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me this _____ day of _____ 2013,
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso**.

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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LESSEE: TJW AVIATION, LLC

[Signature]
Printed Name: Tim J Wilson
Title: member

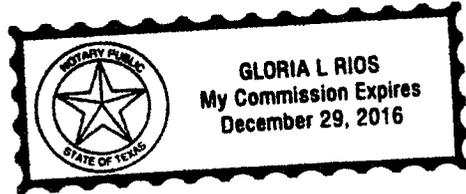
ACKNOWLEDGMENT
LESSEE

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 16 day of April, 2013,
by Timothy John Wilson as member of TJW AVIATION, LLC (Lessee).

[Signature]
Notary Public, State of TEXAS

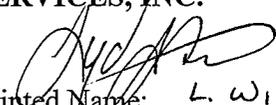
My Commission Expires:
12-29-16



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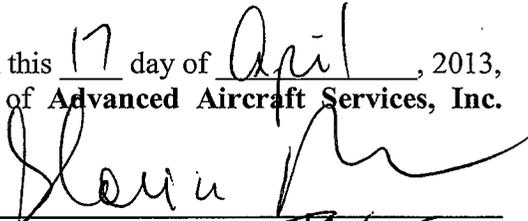
SUBLESSEE: ADVANCED AIRCRAFT SERVICES, INC.


Printed Name: L. WILSON
Title: VP

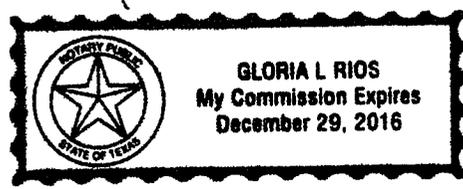
ACKNOWLEDGMENT
SUBLESSEE

THE STATE OF Texas
COUNTY OF El Paso }

This instrument was acknowledged before me on this 17 day of April, 2013,
by Lynette Ann Wilson as VP of Advanced Aircraft Services, Inc.
(Sublessee).


Notary Public, State of Texas

My Commission Expires:
12.29.16



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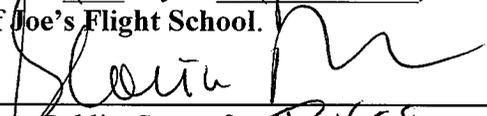
JOE'S FLIGHT SCHOOL


Printed Name: Joseph Vasquez
Title: Owner

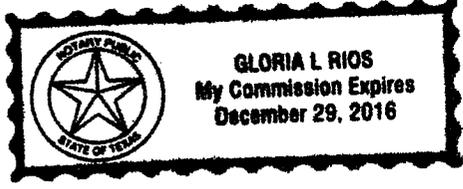
ACKNOWLEDGMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 17 day of April, 2013,
by Joseph Vasquez as owner of Joe's Flight School.


Notary Public, State of Texas

My Commission Expires:
12-29-16



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