

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

**DEPARTMENT:** Airport  
**AGENDA DATE:** May 8, 2012  
**CONTACT PERSON:** Monica Lombraña A.A.E., (915) 780-4793  
**DISTRICT(S) AFFECTED:** All Districts

**SUBJECT:**

Approve a Resolution that the City Manager be authorized to sign a Lessor's Approval of Assignment of the General Aviation Commercial Ground Lease by and among the City of El Paso ("Lessor"), Air Parts of El Paso, Ltd. ("Assignor"), and TJW Aviation LLC ("Assignee")

**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 commonly known as 1776 American Drive. On September 1, 2008, a First Amendment, to the lease, was approved by City Council offering an option to extend the lease term by and additional ten (10) years. Assignor now desires to execute a Lessor's Approval of Assignment with TJW Aviation, LLC, wherein Assignor will agree to assign to TJW Aviation, LLC and TJW Aviation, LLC will agree to assume Assignor's obligations under the Lease.

**PRIOR COUNCIL ACTION:**

Council had previously approved an Assignment from Juliusson Family Limited Partnership to TJW Aviation on January 27, 2012

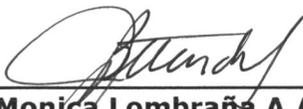
**AMOUNT AND SOURCE OF FUNDING:**

N.A. this is a revenue producing Lease Agreement/Assignment

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

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

**DEPARTMENT HEAD:**

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

***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 Assignment of the General Aviation Commercial Ground Lease by and among the City of El Paso ("Lessor"), Air Parts of El Paso, Ltd. ("Assignor"), and TJW Aviation LLC ("Assignee") for the following described property:

Parcel 2C, being a portion of Lot 2, Block 4, El Paso International Airport Tracts, Unit 10, consisting of approximately 60,050 square feet of land, El Paso, El Paso County, Texas and municipally known and numbered as 1776 American Drive, El Paso, Texas.

ADOPTED this the \_\_\_\_ day of \_\_\_\_\_ 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   §

**LESSOR'S APPROVAL OF ASSIGNMENT**

**WHEREAS**, the City of El Paso ("Lessor") entered into a General Aviation Commercial Ground Lease effective April 1, 1982 ("Lease") between the Lessor and Air Parts of El Paso, Ltd. ("Assignor") for the following described property:

Parcel 2C, being a portion of Lot 2, Block 4, El Paso International Airport Tracts, Unit 10, consisting of approximately 60,050 square feet of land, El Paso County, Texas and municipally known and numbered as 1776 American Drive, El Paso, Texas. ("Property")

**WHEREAS**, the Lease was amended by that First Amendment to the General Aviation Commercial Ground Lease effective September 1, 2008 which added a ten (10) year option to extend; and

**WHEREAS**, Assignor desires to execute a Lessor's Approval of Assignment with TJW Aviation, LLC, wherein Assignor will agree to assign to TJW Aviation, LLC and TJW Aviation LLC will agree to assume Assignor's obligations under the Lease.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1.    **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to TJW Aviation, LLC., a Texas Limited Liability Company ("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 agrees 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.    **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.

4. **RATIFICATION OF LEASE.** 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.
5. **ADDRESS FOR NOTICE.** Notices to Assignor and Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

**ASSIGNOR:** Air Parts of El Paso Ltd.  
1776 American Drive  
El Paso, Texas 79925  
Attn: Bob Larson

**ASSIGNEE:** TJW Aviation, LLC  
420 S. Kenazo  
Horizon, Texas 79928  
Attn: Timothy J. Wilson

6. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the authority legally to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
7. **NON-WAIVER.** This Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
8. **EFFECTIVE DATE.** The parties have executed this Lessor's Approval of Assignment hereto this 8th day of May 2012.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

LESSOR: CITY OF EL PASO

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2012,  
by **Joyce A. Wilson** as **City Manager** of the **City of El Paso, Texas**. (Lessor)

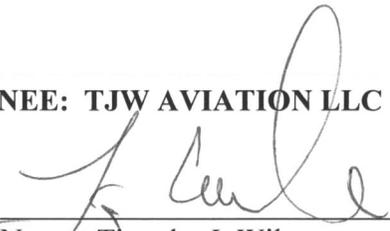
My Commission Expires:  
\_\_\_\_\_

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

**[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]**



**ASSIGNEE: TJW AVIATION LLC**

  
\_\_\_\_\_  
Printed Name: Timothy J. Wilson  
Title: President and Manager

**ASSIGNEE'S ACKNOWLEDGEMENT**

**THE STATE OF TEXAS    )**  
**)**  
**COUNTY OF EL PASO    )**

This instrument was acknowledged before me on this 27<sup>th</sup> day of April, 2012, by Timothy J. Wilson as President and Manager of TJW Aviation LLC. (Assignee)

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

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

