

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

DEPARTMENT: Airport

AGENDA DATE: November 8, 2011

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, A.A.E. 780-4793

DISTRICT(S) AFFECTED: 3

SUBJECT:

That the City Manager be authorized to sign a Lessor's Approval of Assignment of the Industrial Site Lease by and between the City of El Paso ("Lessor"), Opportunity Center for the Homeless ("Assignor") and West Texas Non-Profit Developments ("Assignee") for the following described property:

Portion of Lot 3, Block 2-A, El Paso International Airport Tracts, Unit 4, City of El Paso, El Paso County, Texas, municipally known and numbered as 6461 Hiller Street, El Paso, Texas.

BACKGROUND / DISCUSSION:

Opportunity Center for the Homeless has been an Industrial Park lessee since October 2001. West Texas Non-Profit Developments is a subsidiary of Opportunity Center for the Homeless. The term of this Lease was for 41 years, terminating on September 14, 2021. They also lease property at 6501 Boeing.

This lease at 6461 Hiller generates \$8,799.13 annual revenue for approximately 81,776 square feet of land. There are approximately 9 years 10 months remaining on the initial lease, with no options. All terms and conditions of the original Lease are to remain the same. The Opportunity Center for the Homeless guarantees the obligations of West Texas Non-Profit Developments.

PRIOR COUNCIL ACTION:

Industrial Site Lease effective June 1, 1980 between City and Ron Martin and Associates
Amended on February 8, 1983
Assigned to Region XIX Education Center effective February 1, 1993
Assigned to SkyPark I Partners, Ltd. on June 1, 1997
Amended and assigned to Ladies for Education, Advancement and Progress (L.E.A.P.) on December 1, 1998
Amended on February 20, 2001
Assigned to El Paso Coalition for the Homeless, which changed its name to Opportunity Center for the Homeless, and amended on October 23, 2001

AMOUNT AND SOURCE OF FUNDING:

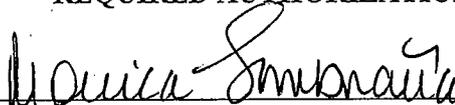
N/A. This is a revenue generating lease.

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

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 Industrial Site Lease by and between the City of El Paso ("Lessor"), Opportunity Center for the Homeless ("Assignor") and West Texas Non-Profit Developments ("Assignee") for the following described property:

Portion of Lot 3, Block 2-A, El Paso International Airport Tracts,
Unit 4, City of El Paso, El Paso County, Texas, municipally known
and numbered as 6461 Hiller Street, El Paso, Texas.

ADOPTED this the ____ day of _____ 2011.

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

The City of El Paso ("Lessor") entered into an Industrial Site Lease effective June 1, 1980 between the Lessor and Ron Martin and Associates; amended by that Amendment to Lease dated February 8, 1983; assigned to Region XIX Education Center by that Lessor's Approval of Assignment effective February 1, 1993; assigned to SkyPark I Partners, Ltd. by that Lessor's Approval of Assignment dated June 1, 1997; amended by that Second Amendment to Industrial Site Lease and Lessor's Approval of Assignment to Ladies for Education, Advancement and Progress (L.E.A.P.) effective December 1, 1998; as amended on February 20, 2001; and subsequently assigned to El Paso Coalition for the Homeless, which changed its name to Opportunity Center for the Homeless, ("Assignor") by that Lessor's Approval of Assignment and Amendment to Lease dated October 23, 2001 (collectively referred to herein as the "Lease") for the following described property:

Portion of Lot 3, Block 2-A, El Paso International Airport Tracts,
Unit 4, City of El Paso, El Paso County, Texas, municipally known
and numbered as 6461 Hiller Street, El Paso, Texas.

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to West Texas Non-Profit Development ("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, that Assignor shall guarantee payment of rent and other charges or fees due to the Lessor and shall become fully liable for the prompt and complete performance of any and all obligations arising, or to arise, under the Lease.

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 Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNEE: West Texas Non-Profit Developments
P.O. Box 63
El Paso, Texas 79941-0063
Attn: _____

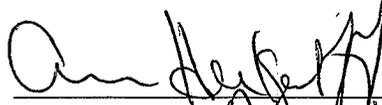
6. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee, Assignor and Guarantor represent and warrant that they have the authority legally to bind the Assignee, Assignor or Guarantor, respectively, to the provisions of this Lessor's Approval 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 ____ day of _____ 2011.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ASSIGNEE: West Texas Non-Profit
Developments



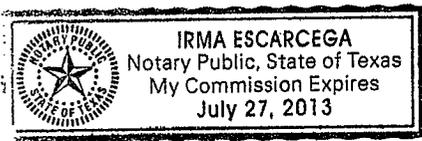
Printed Name: Ann Herkenhoff

Title: President, Board of Directors

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 26 day of October,
2011, by Ann Herkenhoff as President of West Texas Non-Profit
Developments. (Assignee)



Notary Public, State of Texas

My Commission Expires:
July 27, 2013

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

GUARANTOR: Opportunity Center for the Homeless

Ray Tullius

Printed Name: RAY TULLIUS

Title: EXECUTIVE DIRECTOR

GUARANTOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this 26 day of October, 2011, by Ray Tullius as Executive Director of **Opportunity Center for the Homeless** (Guarantor).



Irma Escarcega

Notary Public, State of Texas

My Commission Expires:
July 27, 2013