

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Airport
AGENDA DATE: December 2, 2008
CONTACT PERSON/PHONE: Patrick T. Abeln, 780-4724
DISTRICT(S) AFFECTED: 3

SUBJECT:

Approve a Resolution authorizing the City Manager to sign Lessor's Approval of Assignment between the City of El Paso ("Lessor"), Boeing/Skypark II Ltd. ("Assignor") and Ministerios Nuevo Amanacer, Inc. ("Assignee")

BACKGROUND / DISCUSSION:

Boeing/Skypark II Ltd. has been leasing the building located at 6500 Boeing Drive to Ministerios Nuevo Amanacer, Inc., and Ministerios Nuevo Amanacer, Inc. now wishes to purchase the asset, and assume the lease. Ministerios Nuevo Amanacer, Inc. will become 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, and agrees to accept and abide by all the terms, covenants, and conditions of the Lease. In addition, the Assignor, Boeing/Skypark II Ltd. guarantees payment of rent and other charges or fees due to the Lessor and shall remain fully liable for the prompt and complete performance of any and all obligations arising, or to arise, under the Lease.

PRIOR COUNCIL ACTION:

The existing lease was approved by Council action on September 1, 1999, and Council further approved the assignment of the lease to Boeing/Skypark II Ltd. on the same date.

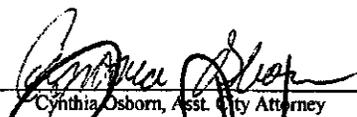
AMOUNT AND SOURCE OF FUNDING:

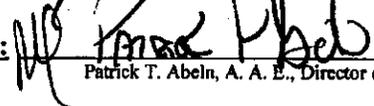
N/A This is a revenue generation lease.

BOARD / COMMISSION ACTION:

The Airport Advisory Board at their November 20, 2008 meeting recommended approval of the Assignment.

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

LEGAL:  **FINANCE:** (if required) _____
Cynthia Osborn, Asst. City Attorney

OTHER: 
Patrick T. Abeln, A. A. E., Director of Aviation

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

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 by and between the City of El Paso ("Lessor"), Boeing/Skypark II Ltd. ("Assignor") and Ministerios Nuevo Amanacer, Inc. ("Assignee") for the following described property:

A portion of Lots 7 and 8, Block 5, El Paso International Airport Tracts, Replat "A", City of El Paso, El Paso County, Texas.

ADOPTED this the ____ day of _____ 2008.

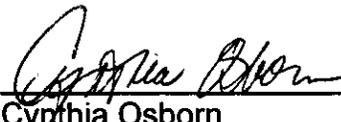
THE CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A. A. E.
Director of Aviation

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

LESSOR'S APPROVAL OF ASSIGNMENT

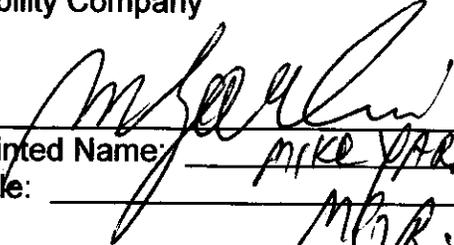
The City of El Paso ("Lessor") entered into an Industrial Site Lease with an effective date of September 1, 1999 between the Lessor and El Paso Coalition for the Homeless; and subsequently assigned to Boeing/Skypark II, Ltd. ("Assignor") pursuant to that Lessor's Approval of Assignment with an effective date of September 1, 1999. The initial lease and subsequent assignment document (collectively referred to herein as the "Lease") cover the following described leased premises:

A portion of Lots 7 and 8, Block 5, El Paso International Airport Tracts, Replat "A", City of El Paso, El Paso County, Texas, being more particularly described in Exhibit A, attached hereto and made a part hereof ("Premises").

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Ministerios Nuevo Amanacer, Inc. ("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.** Assignor guarantees payment of rent and other charges or fees due to the Lessor and shall remain fully liable for the prompt and complete performance of any and all obligations arising, or to arise, under the Lease.
4. **RATIFICATION OF AGREEMENT.** 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 and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNEE: Ministerios Nuevo Amanacer, Inc.
 6500 Boeing Drive, Suite U 1
 El Paso, Texas 79925
 Attn: Ms. Gabriela Ortega

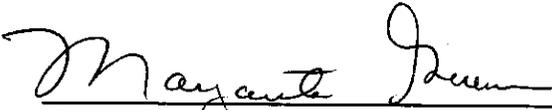
ASSIGNOR: Boeing Skypark II LTD.
A Texas Limited Partnership
By its General Partner
6500 Boeing, L.L.C., a Texas Limited
Liability Company


Printed Name: MIKE YARDENI
Title: MGR.

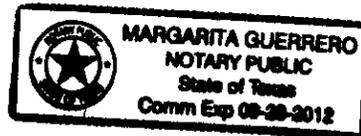
ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 14 day of October,
2008, by Mike Yardeni as Manager of Boeing Skypark II LTD.
(Assignor)


Notary Public, State of Texas

My Commission Expires:
9/28/2012



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ASSIGNEE: Ministerios Nuevo Amanacer, Inc., a Texas Non-Profit Corporation

[Handwritten Signature]
Printed Name: Josepe Ortega
Title: Pastor

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Texas
COUNTY OF El Paso

This instrument was acknowledged before me on this 15 day of October, 2008, by Rogelio Ortega as Pastor of **Ministerios Nuevo Amanacer, Inc. (Assignee)**

[Handwritten Signature]
Notary Public, State of Texas

My Commission Expires:
9/28/2012

