

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the Gift Agreement and related Bill of Transfer, by and between the City of El Paso and the El Paso Community Foundation, regarding the Foundation's donation of the original restored Tele-Chec machine in the Plaza Theatre, El Paso, Texas, and to accept the donation with the City's acceptance to be effective as of the original donation date of December 8, 2005.

ADOPTED this ____ day of _____, 2009.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

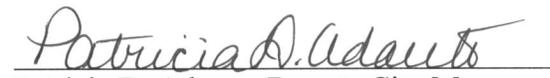
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy City Manager
Development & Infrastructure

GIFT AGREEMENT

THIS AGREEMENT, made and entered into on this 8 day of ~~November~~ ^{DECEMBER}, 2005, between **EL PASO COMMUNITY FOUNDATION**, a Texas non-profit corporation, having its principal place of business in El Paso County, Texas (the "Foundation"), and the **CITY OF EL PASO** (the "City") shall be upon the following terms and conditions:

1. **The Gift.** The Foundation is the owner of an antique Tele-Chec machine which was originally installed in the Plaza Theatre in El Paso, Texas (the "Tele-Chec"). By this agreement, the Foundation hereby assigns, transfers and delivers, free and clear of all liens and encumbrances, the Tele-Chec to the City, with special warranty of title. This agreement shall govern the ownership and use of the gifted property in perpetuity. Accordingly, the Foundation has contemporaneously executed and delivered a Bill of Transfer conveying such title to the Tele-Chec to the City.

2. **Use of Gift.** The City shall, at the City's sole cost and expense, cause the restoration and installation of the Tele-Chec on the premises of the El Paso Plaza Theatre in El Paso, Texas (the "Theatre"). The Foundation acknowledges that the Theatre is owned by the City of El Paso and consents to the installation of the restored Tele-Chec at this location. If the Theatre should ever cease to be open for public use or if the Tele-Chec shall cease to be installed in a public location at the Theatre, in the Foundation's then discretion, either: (i) the City and the Foundation may, in their then respective discretions, agree in writing with one another to cause the Tele-Chec to be removed from its then location and installed in another location for public display for the benefit of the citizens of El Paso, Texas, and others; or (ii) the City shall convey to the Foundation title to the Tele-Chec and return possession of the Tele-Chec to the Foundation.

WITNESS THE EXECUTION HEREOF as of the 8th day of ~~November~~ ^{DECEMBER}, 2005.

FOUNDATION:

EL PASO COMMUNITY FOUNDATION

By: 
JANICE W. WINDLE
President

CITY:

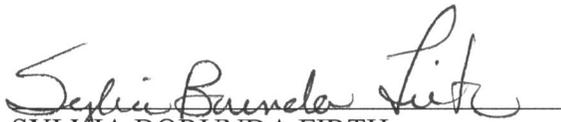
CITY OF EL PASO,
a Texas municipal corporation

By: _____

Name: JOYCE WILSON

Title: City Manager

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Sylvia Borunda Firth", written over a horizontal line.

SYLVIA BORUNDA FIRTH

Assistant City Attorney

BILL OF TRANSFER

Date: December 8, 2005

Grantor: EL PASO COMMUNITY FOUNDATION

Grantor's

Mailing Address: 310 N. Mesa, Tenth Floor
El Paso, El Paso County, Texas 79901

Grantee: CITY OF EL PASO

Grantee's

Mailing Address: The Honorable Mayor of El Paso
2 Civic Center Plaza, 10th Floor
El Paso, El Paso County, Texas 79901

Consideration: As a donative gift, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Personal Property: Pursuant to that certain Gift Agreement, dated upon or about date hereof, by and between Grantor and Grantee (the terms and provisions of which being incorporated herein for all purposes), all of the interest of the Grantor in one certain Tele-Chec machine owned by Grantor and originally installed in the Plaza Theatre, El Paso, Texas, a photograph of which is appended to this Bill of Transfer for purposes of identification and denoted as Exhibit "A".

For the Consideration, Grantor assigns, transfers and delivers, free and clear of all liens and encumbrances, the Personal Property to Grantee and warrants and agrees to defend title to the Personal Property to Grantee and Grantee's successors and assigns against all lawful claims when the claim is by, through, or under Grantor but not otherwise.

Title to the Personal Property passes at the time this Bill of Transfer is delivered.

THE PERSONAL PROPERTY TRANSFERRED TO GRANTEE IS TRANSFERRED AND DELIVERED "AS IS" AND "WITH ALL FAULTS"; FURTHER, GRANTOR EXCLUDES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION IS PART OF THE CONSIDERATION FOR THE EXECUTION OF THIS BILL OF TRANSFER BY THE GRANTOR HEREIN AND SUCH BILL OF TRANSFER WOULD NOT BE EXECUTED BUT FOR THIS PROVISION.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED as of the date herein first stated.

GRANTOR:

EL PASO COMMUNITY FOUNDATION

By: *Janice W. Windle*
JANICE W. WINDLE
President

AGREED AND ACCEPTED BY GRANTEE:

CITY OF EL PASO,
a Texas municipal corporation

By: _____
Name: JOYCE WILSON
Title: City Manager

APPROVED AS TO FORM:

Sylvia Borunda Firth
SYLVIA BORUNDA FIRTH
Assistant City Attorney

Exhibits:

"A" -- Photograph of the Tele-Chec

Exhibit "A"

PHOTOGRAPH OF THE TELE-CHEC

