

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

AGENDA DATE: April 25, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON: Samuel Rodriguez, P.E., Director of Aviation, (915) 212-7301

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL 1: Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: N/A

SUBJECT:

That the City Manager, or designee, 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"), TJW Aviation, LLC ("Assignor"), and American Air Lodge, L.P. ("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.

Term: Current term expires on March 31, 2027 (no options to extend current lease).

Rental Fee: 60,050 square feet at \$0.3996 = \$24,000 per annum or \$2,000.00 per month.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow the transfer of rights and obligations possessed by TJW Aviation, LLC to Aviation Air Lodge, L.P under the General Aviation Commercial Ground Lease effective April 1, 1982, as amended September 1, 2008, and April 20, 2013.

All terms and conditions of the lease remain the same.

PRIOR COUNCIL ACTION:

April 1, 1982 – Initial twenty-five (25) year lease with one option to extend the lease for ten (10) years was approved between Air Parts of El Paso, Ltd. (Lessee) and the City of El Paso (Lessor).

September 1, 2008 – First Amendment was approved to add a second ten (10) year option to extend the term of the current lease.

May 8, 2012 – Lessor's Approval of Assignment was approved to assign the lease to TJW Aviation LLC.

April 30, 2013 – Second Amendment was approved to add a flight school as a permitted use.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

Revised 04/09/2021

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

DEPARTMENT HEAD: 
Samuel Rodriguez, P.E., Director of Aviation

RESOLUTION

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

That the City Manager, or designee, 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"), TJW Aviation, LLC ("Assignor"), and Aviation Air Lodge, L.P. ("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.

APPROVED this the ____ day of _____ 2023.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.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, with an Effective Date of April 1, 1982 (the "Lease"), between the Lessor and Air Parts of El Paso, Ltd. (initial "Lessee"), 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 ("Property");

WHEREAS, the lease was amended by a First Amendment to the General Aviation Commercial Ground Lease, effective September 1, 2008;

WHEREAS, Lessor approved and consented to assignment of the Lease to TJW Aviation LLC ("Assignor" herein) Lessee, effective May 8, 2012;

WHEREAS, the lease was amended by a Second Amendment to General Aviation Commercial Ground Lease, by and between Lessor and Assignor, effective April 30, 2013; and

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to American Air Lodge, L.P., a Texas limited partnership.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to American Air Lodge, L.P., ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the 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.

Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and 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. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **SECURITY DEPOSIT.** No Security Deposit is required as a condition to this Approval.
5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

 ASSIGNOR: TJW Aviation, LLC
 11501 Chito Samaniego
 El Paso, Texas 79936
 Attn: Timothy J. Wilson, President and Manager

 ASSIGNEE: American Air Lodge, L.P.
 6915 Boeing Dr.
 El Paso, Texas 79925
 Attention: Palemon Solorzano
7. **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 legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date of closing and funding of the assignment provided that the assignment has already been approved by the El Paso City Council.
10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(Signatures begin on the following page)


APPROVED THIS _____, 2023.

LESSOR: CITY OF EL PASO

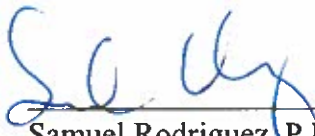
Tomás González
City Manger

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Samuel Rodriguez, P.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 _____, 2023
by Tomás González as City Manager for the City of El Paso, Texas (Lessor).

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

ASSIGNOR: TJW AVIATION, LLC
a Texas limited liability company

By: [Signature]
Print Name: Timothy J Wilson
Its: member

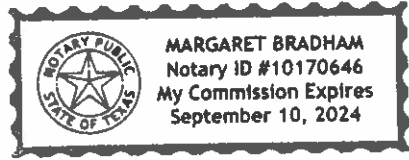
ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 6th day of April, 2023, by Timothy J. Wilson for TJW Aviation, LLC on behalf of said limited liability company (Assignor).

My Commission Expires:
9/10/24

Margaret Bradham
Notary Public, State of TEXAS



(Signatures continue on the following page)

ASSIGNEE: AMERICAN AIR LODGE, L.P.
a Texas limited partnership

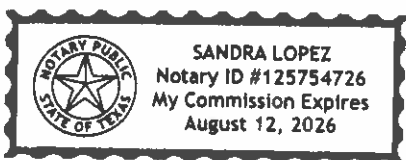
By: Sun City Ventures, LLC,
a Texas limited liability company
Its: General Partner

By: _____
Name: Palemon Solorzano
Title: Manager

ASSIGNEE'S ACKNOWLEDGEMENT

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

This instrument was acknowledged before me on this 11th day of April,
2023, by Palemon Solorzano, Manager of Sun City Ventures, General Partner on behalf of said
limited partnership.



Sandra Lopez
Notary Public, State of Texas

My Commission Expires:

8/12/2024