

**CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM**



DEPARTMENT / COUNCIL OFFICE:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

AGENDA ITEM:

ISSUE STATEMENT:

BACKGROUND:

COUNCIL OPTIONS:

COMMITTEE REVIEW AND/OR RECOMMENDATION:

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

RELATED CITY POLICIES:

PRIOR COUNCIL ACTION:

LEGAL REVIEW:

Legal counsel reviewed as a part of Council packet

Legal counsel reviewed in advance of packet as an individual item

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

ATTACHMENTS:

FOR MORE INFORMATION:

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

SIGNATURE:



(If Agenda Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the Carl L. Robinson HEAT Retreat (“Tenant”) is a not-for-profit business providing community-focused recreational programming to the residents of El Paso; and

WHEREAS, Tenant desires to enter into a Lease Agreement (“Lease”) with the City of El Paso (“City”) for the use of the City’s property located at 5509 Will Ruth Avenue., El Paso, TX (the “Premises”); and

WHEREAS, Tenant has the operational experience, organizational capacity, and financial backing necessary to improve, operate, and maintain the Premises, including making substantial capital investments to address deferred maintenance and facility needs; and

WHEREAS, while the market rate for the Premises is \$41,847.84 per month, the City wishes to lease the Premises to Tenant for \$1,000.00 per month subject to certain terms and conditions; and

WHEREAS, the Premises requires significant capital improvements and ongoing maintenance and operational support, and Tenant’s proposed investment and programming will offset the substantial public costs associated with improving, operating and maintaining the Premises; and

WHEREAS, Texas law requires that, to legally provide use of City property at a below market rate, the El Paso City Council must determine that 1) the arrangement serves a predominately public purpose; 2) the City will retain sufficient control to ensure the public purpose is carried out; and 3) the City will receive a return benefit; and

WHEREAS, the City Council finds that 1) providing the Premises to Tenant at a below market rate for the activities and purposes contemplated in the Lease, including the improvement, operation, and maintenance of the Premises, will serve a valid public purpose by preserving and enhancing recreational services, promoting community welfare, and ensuring continued access to a critical neighborhood facility, and 2) the City will retain control over the Premises through the terms and conditions of this Lease; and 3) the City will receive a tangible public benefit that is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council hereby authorizes the City Manager to execute the Lease Agreement between the City of El Paso and Carl L. Robinson HEAT Retreat for lease of the City’s property located at 5509 Will Ruth Avenue, El Paso, Texas, 79924 for an Initial Term of five years, with two (2) one (1) year options to extend for a total of seven (7) years, at a below market rental rate of \$12,000.00 per year, with a total contract value of \$84,000.00 (based on seven (7) year Term), subject to the terms, obligations, and conditions set forth within the Lease Agreement, effective May 30, 2026.

APPROVED this _____ day of _____, 2026.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**LEASE AGREEMENT FOR
5509 Will Ruth Ave., El Paso, TX**

This Lease Agreement (“Lease”) is made this ___ day of _____, 2026 (“Effective Date”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“City” or “Landlord”), and Carl L. Robinson HEAT Retreat (“Tenant”).

RECITALS

WHEREAS, Tenant desires to enter into Lease with City for the use of the property located at 5509 Will Ruth Ave., El Paso, TX (the “Premises”), as further described in Exhibit “B” attached hereto; and

WHEREAS, Tenant is a duly organized 501(c)(3) non-profit registered to do business in the State of Texas and represents that it is qualified to provide the public benefits contemplated herein; and

WHEREAS, Tenant intends to operate the Premises as a community-focused recreational facility providing programs, services, and activities that promote health, wellness, youth development, and community engagement for the residents of El Paso; and

WHEREAS, Tenant has the operational experience, organizational capacity, and financial backing, including private capital and philanthropic support, necessary to improve, operate, and maintain the Premises, including making substantial capital investments to address deferred maintenance and facility needs; and

WHEREAS, while the market rate for the Premises is \$41,847.84 per month, the City intends to lease the Premises to Tenant for \$1,000.00 per month; and

WHEREAS, the Premises requires significant capital improvements, ongoing maintenance and operational support, and Tenant’s proposed investment and programming will offset the substantial public costs associated with improving, operating and maintaining the Premises; and

WHEREAS, the City finds that Tenant’s activities contemplated herein, including the improvement, operation, and maintenance of the facility, will serve a valid public purpose by preserving and enhancing recreational services, promoting community welfare, and ensuring continued access to a critical neighborhood facility; and

WHEREAS, the City will retain control over the Premises through the terms and conditions of this Lease; and

WHEREAS, the City has determined that, in exchange for entering into this Lease with Tenant at a below-market rental rate, the City will receive a tangible public benefit that is in the best interest of the City and its residents.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION 1. RECITALS.

The Recitals are incorporated into the Lease as if fully set forth herein.

SECTION 2. MATERIAL INDUCEMENT.

Tenant acknowledges and agrees that Tenant is paying a significant below-market rental rate for Premises and that Tenant's compliance with Tenant's obligations under this Lease are a material inducement for Landlord to lease Premises to Tenant upon the terms and conditions set forth.

SECTION 3. DEFINITIONS.

The following terms shall be defined in this Lease as follows:

Premises: The building, with existing improvements located at 5509 Will Ruth Ave., El Paso, Texas 79924, and the entire surrounding land parcel identified as PROPERTY ID# 301917 GEO ID# X58199913801901, and described on Exhibit "B", attached hereto.

Permitted Use: Solely for the following: community-focused recreational facility providing programs, services, and activities that promote health, wellness, youth development, and community engagement for the residents of El Paso.

Term: The Initial Term, any Renewal Term, or extension term pursuant to any properly exercised Tenant option, any renewal or extension period provided for in any subsequent written agreement between the parties, and any month-to-month tenancy holdover period.

Initial Term: Five (5) Lease Years.
The first "Lease Year" shall commence on the Lease Commencement Date and end upon the expiration of the last day of the twelfth (12th) full calendar month following the Rent Commencement Date. Thereafter, a "Lease Year" shall consist of successive periods of twelve (12) calendar months.

Renewal Term: Two (2) options to extend the term for a period of one year

Lease Commencement Date: May 27, 2026

Rent Commencement Date : May 27, 2026

Base Rent Schedule:

Monthly Base Rent:

From the Rent Commencement Date
through Lease Year 1: **\$1,000.00 per month**

Lease Year 2: \$1,000.00 per month

Lease Year 3: \$1,000.00 per month

Lease Year 4: \$1,000.00 per month

Lease Year 5: \$1,000.00 per month

Security Deposit: N/A

Landlord's Payment

Address: The City of El Paso
Attn: Office of the Comptroller
P. O. Box 1890
El Paso, Texas 79950-1890

Landlord's Notice

Address: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

The City of El Paso
Attn: Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890
Email: realestate@elpasotexas.gov

Tenant's Notice Address: Carl L. Robinson HEAT Retreat
Attn: Sarah Osterland
5509 Will Ruth Ave.
El Paso, Texas 79924
Email: sa.osterland@gmail.com

SECTION 4. LEASE OF PREMISES; PERMITTED USE; CONDITION OF PREMISES AND LAND; QUIET ENJOYMENT.

A. **PREMISES.** Subject to the terms of this Lease, Landlord hereby leases the Premises to Tenant for the Term.

B. **PERMITTED USE.** Tenant shall use the Premises solely for the Permitted Use and for no other purpose, and such use shall be subject to and in accordance with all applicable laws, rules, and regulations, including, without limitation, the laws of the United States of America and the State of Texas, the rules and regulations promulgated by their authority and all applicable rules, regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by charter authority, by law, or otherwise. Tenant, at Tenant's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limitation, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990, as amended, and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons. If a federal agency assesses a civil penalty against Landlord for a violation related to the Permitted Use or an action or lack of action taken by Tenant or Tenant's agents, employees, contractors, or patrons in, on, or about the Land, then Tenant will reimburse Landlord the civil penalty amount. Tenant will reimburse Landlord for the civil penalty within 30 days of receipt of notice from Landlord of the civil penalty.

C. **CONDITION OF PREMISES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LEASE, TENANT AGREES AND UNDERSTANDS THAT: (i) LANDLORD IS MAKING NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PREMISES OR THE LAND, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES REGARDING (a) THE CONDITION OF THE PREMISES, OR (b) THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR ANY PARTICULAR USE OR PURPOSE; (ii) WITHOUT LIMITATION ON THE FOREGOING, TENANT EXPRESSLY WAIVES ANY AND ALL SUCH WARRANTIES, INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, THE WARRANTY OF SUITABILITY; (iii) TENANT ACCEPTS THE PREMISES "AS IS" WITH ALL FAULTS AND HEREBY FULLY AND FINALLY RELEASES, ACQUITS AND FOREVER DISCHARGES LANDLORD AND ITS AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, AND DAMAGES, BOTH KNOWN AND UNKNOWN, IN LAW OR IN EQUITY, NOW EXISTING OR HEREAFTER ARISING, IN CONNECTION WITH THE CONDITION OF THE PREMISES, THE COMMON AREAS AND/OR THE LAND. THESE PROVISIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.**

D. **QUIET ENJOYMENT.** Subject to all zoning ordinances and other laws and regulations governing or regulating the use of the Premises and all easements, rights of way, and prescriptive rights, and all presently recorded instruments which affect the Premises, and provided that Tenant fulfills its obligations under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term.

SECTION 5. BASE RENT.

A. **BASE RENT.** Tenant shall pay Landlord Base Rent in the amounts set forth in Section 3 of this Lease, in advance, on the first day of each calendar month throughout the Term. Base Rent will be paid to Landlord in the form of an ACH payment or check. On the Commencement Date, Tenant shall pay Landlord the Base Rent that will be due under this Lease from the Commencement Date through the expiration of the first full calendar month following the Commencement Date. Any other fees or expenses payable from Tenant to Landlord pursuant to this Lease shall be considered additional rent. Any rent or other amounts accruing under this Lease that are not received by Landlord by the tenth (10th) day of the month in which payment is due, shall bear interest from the date such payment was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law

All rent, fees, and other charges due Landlord shall be paid to Landlord at Landlord's Payment Address or at such place or by wire transfer as may be designated from time to time by Landlord.

SECTION 6. NO LANDLORD MAINTENANCE OR REPAIR OBLIGATION; LANDLORD'S RIGHT OF ENTRY.

A. **NO LANDLORD MAINTENANCE OR REPAIR OBLIGATION.** Landlord is not obligated to make repairs, replacements, or improvements of any kind to the Premises, or to any equipment, merchandise, stock in trade, facilities, or fixtures therein, all of which shall be Tenant's responsibility.

B. **LANDLORD'S RIGHT OF ENTRY.** Landlord reserves the right to enter the Premises to inspect the condition of the Premises; to verify Tenant is in compliance with all obligations under this Lease; or for any other valid reason. Except in case of emergency, prior to entering the Premises, Landlord will provide Tenant with 24 hours' notice. The exercise of Landlord's right to enter the Premises for the purposes under this Section does not constitute an eviction or disturbance of Tenant's rights under this Lease.

SECTION 7. TENANT'S OBLIGATIONS.

A. **EXHIBIT "A".** Exhibit "A" attached to this Lease is incorporated herein by this reference and made a part of this Lease as if set forth herein in full.

B. **TENANT'S REPAIR AND MAINTENANCE OBLIGATIONS.**

i) Tenant shall at all times keep the Premises (including all entrances, doors, and vestibules) and all partitions, window and window frames and moldings, glass doors, door openers, fixtures, Premises systems, HVAC, plumbing and fire suppression and alarm systems of the Premises, Premises equipment and appurtenances, and any improvements Tenant makes to the Premises, and all other parts of the Premises in good order, condition and repair and clean, orderly, sanitary and safe, damage by unavoidable casualty excepted. Such obligations shall include, but are not limited to, those activities necessary to cause the Premises to comply with applicable laws,

ordinances, rules, regulations and orders or governmental and public bodies and agencies. If replacement of equipment, fixtures and appurtenances thereto are necessary, Tenant shall, subject to Landlord's prior approval, replace the same with equipment, fixtures and appurtenances of the same quality, and repair all damages done in or by such replacement.

ii) Landlord shall be the sole judge of Tenant's compliance with the Tenant maintenance, repair, and replacement obligations in Section 7 (B) (i), above.

iii) If Tenant fails to maintain, repair, or replace an item for which Tenant is responsible under Section 7 (B) (i), Landlord may provide a written notice of the needed maintenance, repair, or replacement and give Tenant ten (10) days to make the required maintenance, repair, or replacement. If Tenant fails to make the required maintenance, repair, or replacement within the (10) days provided, Landlord may: 1) maintain, repair, or replace the item, without liability for any damage or loss to Tenant, and Tenant must, within five (5) days after receipt of invoice from Landlord, reimburse Landlord for the cost to maintain, repair, or replace; or 2) exercise Landlord's remedies under Section 17 (Default By Tenant).

SECTION 8. TAXES.

Tenant shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Tenant or Landlord arising from or related to this Lease or the Premises during the Term. Tenant in good faith may contest any tax or governmental charge; provided that Tenant may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Landlord, such action will not adversely affect any right or interest of Landlord.

SECTION 9. TENANT IMPROVEMENTS AND PERSONAL PROPERTY.

A. Upon completion of any improvements, Tenant will deliver "as-built" records of the construction signed and sealed by a professional engineer or architect licensed in Texas. Any improvements made pursuant to this Lease will become, without compensation, Landlord's property at the expiration or termination of this Lease.

B. If Tenant leaves any personal property in, on, or about the Premises after the expiration or earlier termination of this Lease, at Landlord's option, title to such property shall (i) automatically vest in Landlord, which Tenant hereby warrants and represents shall be free and clear of any and all encumbrances or rights of any third parties; or (ii) without taking title to such property, Landlord may leave such property in the Premises or otherwise dispose of such property as Landlord deems necessary or advisable, and Tenant's indemnity obligations under this Lease shall extend to all damages incurred by Landlord arising from or related to such property, including, without limitation, Landlord's acts or omissions with respect to such property. Personal property includes, without limitation, all machinery, equipment, appliances, furniture, fixtures, and any other personal property of any kind or description owned or leased by Tenant, or otherwise located on the Premises due to any act or omission of Tenant, but excluding motor vehicles.

SECTION 10. UTILITIES.

Tenant is solely responsible for obtaining and maintaining all utilities and all utility services, effective on the Lease Commencement Date and continuing throughout the Term and Renewal Terms, including, but not limited to, gas, electricity, telephone, cable, and water services required for the operation of Tenant's business within the Premises. Tenant agrees to pay, before delinquency, all meter and any other utility charges including hook up, connection fees, or other charges which may accrue with respect to the Premises during the Term, whether the same be charged or assessed at flat rates, measured by separate meters by the utility company or prorated by Landlord. Landlord shall in no event be liable to Tenant for any interruption in the service of any such utilities to the Premises, without regard to the reason for such interruption; and this Lease shall continue in full force and effect despite any such interruptions. Tenant has inspected the existing utilities serving the Premises as of the Effective Date and has determined that such utilities are adequate for Tenant's Permitted Use.

SECTION 11. SIGNS.

Tenant will not place any signs that are visible from outside the Premises without Landlord's prior written consent.

SECTION 12. NO ENCUMBRANCES.

Tenant shall promptly pay all contractors and material men performing work for Tenant in, on, or about the Premises, and shall not permit or suffer any lien to attach, or affidavit of lien to be filed, with respect to such work. If any such lien or claim of lien is filed, Tenant shall cause same to be released of record within ten (10) days after notice thereof. Landlord shall have the right to require Tenant to furnish a bond or other indemnity satisfactory to Landlord prior to the commencement of any work by Tenant or its contractors or subcontractors in, on, or about the Premises.

Tenant shall not permit Tenant's interest in the Premises and/or this Lease to be encumbered in any way.

SECTION 13. FIRE MONITORING AND SUPPRESSION SYSTEMS.

Tenant agrees to supply and maintain, at its own expense, any fire extinguishers, or other fire prevention equipment required by any and all applicable federal, state, and local laws, rules, orders, ordinances, and regulations, and/or as may be required by any underwriters association, bureau, or any other similar body having jurisdiction over said Premises.

SECTION 14. ENVIRONMENTAL LAWS.

A. For purposes of this Lease:

1. **"Environmental Laws"** means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery

Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

2. **“Hazardous Material”** means all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
3. **“Releasing”** means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. COMPLIANCE.

1. Tenant will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, common areas, or transported to and from the Premises by Tenant, its agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. **Tenant will indemnify, defend and hold harmless Landlord, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises, common areas, or transported to and from the Premises caused by the act or omission of Tenant, its agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, common areas, or other land, soil, underground or surface water to the extent required under Environmental Laws. Tenant’s obligations and liabilities under this paragraph shall continue so long as Landlord bears any liability or responsibility under the Environmental Laws for any action that occurred in, on, or about the Premises or common areas. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any improvements thereon, or**

present in the soil or ground water on, under or about the Premises. The parties agree that Landlord's right to enforce Tenant's promise to indemnify is not an adequate remedy at law for Tenant's violation of any provision of this Section. Landlord will also have all other rights and remedies provided by law or otherwise provided in this Lease.

2. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Tenant results in any contamination of the Premises or any improvements thereon, Tenant shall promptly take all actions, at its sole cost and expense, as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon. If Tenant fails to comply with this provision, then Landlord may take remedial action and invoice to Tenant the costs incurred by Landlord under this Provision. Tenant will pay such invoice within 30 calendar days of receiving such invoice. Any remedial action taken by Landlord under this provision does not modify or release Tenant's obligations under this Lease.
3. Tenant will, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority ("**Government**") under the Environmental Laws. If the Government determines that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Tenant will, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no expense to Landlord, Tenant will promptly provide all information requested by Landlord to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.
4. Tenant will notify Landlord promptly after Tenant becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Tenant's Permitted Use on the Premises, and (b) any change in Tenant's Permitted Use on the Premises that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

C. RELEASING HAZARDOUS MATERIAL.

1. In the event of a Release of Hazardous Materials in violation of Environmental Laws on the Premises that presents an immediate threat of injury to persons or property that

is not immediately remediated to the satisfaction of Landlord or the expiration of cure periods provided for in this Lease, then notwithstanding any other provision in this Lease to the contrary, Landlord may “self-help” or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises. Tenant will be responsible for the cost of Landlord’s “self-help” in this Section, which can include but are not limited to attorneys’ fees. Landlord will use its best efforts to notify Tenant prior to its exercise of such self-help rights.

2. Tenant’s failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this Section is a material default of this Lease. As such, Landlord may pursue the remedies as set forth in this Lease, in addition to all other rights and remedies provided by law.

D. REPORTING.

At any time that Tenant submits any filing or response pertaining to its property, operations, or presence on City property with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the EPA or the TCEQ, or any successor agencies, Tenant provide duplicate copies to Landlord of such filing(s) and response(s) with any related documents at the time same are made.

SECTION 15. CASUALTY AND CONDEMNATION.

A. CASUALTY.

If the Premises is hereafter damaged or destroyed or rendered partially untenable for their accustomed use by fire or other casualty, Landlord may, in its sole and absolute discretion, restore the Premises (excluding stock in trade, trade fixtures, furniture, furnishings, carpeting, floor covering, wall covering, drapes and equipment, which Tenant shall be required to restore) or terminate this Lease upon written notice to Tenant. If Landlord elects to restore the Premises, from the date of such casualty until the Premises are so repaired and restored, the monthly Base Rent payments hereunder shall abate in such proportion as the part of the Premises thus destroyed or rendered untenable bears to the total Premises. If Tenant or its employees, agents, or contractors caused the casualty, Tenant shall not be entitled to any rent abatement. If Landlord terminates this Lease pursuant to this provision, this Lease shall terminate as of the later of (i) the date of the casualty; and (ii) the date Tenant ceased all operations and occupancy of the Premises (which shall not be later than thirty (30) days after the date of such notice).

B. CONDEMNATION.

1. If any portion of the Land or any improvement thereon shall be acquired, condemned or damaged as a result of the exercise of any power of eminent domain, condemnation or sale under threat thereof or in lieu thereof (herein called a “Taking”), then Landlord

at its election may terminate this Lease by giving notice to Tenant of its election to terminate. If Landlord terminates this Lease pursuant to this provision, this Lease shall terminate as of the date the condemning authority has the right to physical possession of the property subject to the Taking. If this Lease is not terminated as aforesaid, then it shall continue in full force and effect, and Landlord shall, if any portion of the Premises is a part of the property subject to the Taking, within a reasonable time after possession is physically taken by the condemning authority, restore the remaining portion of the Premises to the extent reasonably possible, to render it reasonably suitable for the Permitted Use. Provided, however, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses incurred in connection therewith (including attorneys' fees) for the restoration. Base Rent shall be reduced in the proportion that the area of the Premises so taken bears to the total Premises. Base Rent will not be reduced for a Taking of property outside the Premises. Landlord reserves and Tenant assigns to Landlord all rights to damages on account of any Taking, or any act of any public or quasi-public authority for which damages are payable. Tenant shall execute such instruments of assignment as Landlord requires, join with Landlord in any action for the recovery of damages, if requested by Landlord, and turn over to Landlord any damages recovered in any proceeding. However, Landlord does not reserve any damages payable for trade fixtures or leasehold improvements installed by Tenant at its own cost which are not part of the realty and all other damages that Tenant may be entitled to under applicable law; provided, however, Tenant shall not be entitled to any damages that would reduce Landlord's award.

2. Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease by providing Landlord written notice of termination prior to the date the condemning authority has the right to physical possession of the property subject to any Taking (in which case this Lease will terminate on the date such right accrues), but only if the Taking includes any part of the Premises.

SECTION 16. DEFAULT BY LANDLORD.

If Landlord defaults in the performance of any of its obligations under this Lease and fails to cure such default within thirty (30) days after written notice thereof is given by Tenant to Landlord describing such default with particularity (provided, however, that if such default cannot reasonably be cured within said thirty (30) day period, said period shall be extended so long as Landlord is diligently prosecuting such cure to completion) then Tenant may, at its option, terminate this Lease.

SECTION 17. DEFAULT BY TENANT.

A. **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an "Event of Default" by Tenant under this Lease:

1. Tenant fails to pay Base Rent, additional rent or other amounts due as provided in this Lease and fails to pay within ten (10) days after the due date of when such rent or

amount is due;

2. Excluding a failure to pay rent and amounts described in Section 17 (A) (1), above, Tenant fails to perform or comply with any term, provision, condition, or covenant of this Lease and Exhibit "A", and does not cure such failure within thirty (30) days after receiving written notice of such failure from Landlord;
3. Landlord determines that Tenant submitted any false report required to be furnished hereunder;
4. Tenant does anything upon or in connection with the Premises or the construction of any part thereof, which directly or indirectly interferes in any way with, or results in a work stoppage in connection with, any activities of Landlord in, on, under, or above any part of the Premises;
5. Tenant becomes bankrupt or insolvent or files, or has filed against it, a petition in bankruptcy or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant makes an assignment for the benefit of creditors;
6. The Premises are used or occupied by any person other than Tenant; and
7. The Premises are used for any purpose other than the Permitted Use.

B. OCCURRENCE OF EVENT OF DEFAULT.

1. Upon the occurrence of an Event of Default as provided herein, Landlord may terminate the Lease without any notice or demand whatsoever in addition to all other rights or remedies available herein or at law or in equity.
2. Landlord may terminate the Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of this Lease, and all rights of Tenant under this Lease, and in and to the Premises, shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to the Landlord on the date specified in such notice.
3. If Tenant fails to surrender and vacate the Premises in accordance with the notice of termination, Landlord may, without prejudice to any other remedy, enter and take possession and expel or remove Tenant without being liable for prosecution or any claim of damages thereof.

C. TENANT'S CONTINUING OBLIGATIONS. Any termination of this Lease as herein provided shall not relieve Tenant from the payment of any sum or sums that shall then be due and payable or become due and payable to the Landlord, or any claim for damages then or theretofore

accruing against Tenant, and any such sum or sums or claim for damages by any remedy provided for by law. All rights, options and remedies of Landlord contained in this Lease shall be cumulative of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Lease.

D. **NO WAIVER.** No waiver by Landlord of any breach of any of the covenants, conditions or restrictions of the Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

E. **MATERIAL DEFAULT.** Any failure by Tenant to perform any term, covenant, or condition of this Lease, including, but not limited to, failure to meet capital improvement milestones, failure to operate continuously, and failure to maintain financial capacity, shall be considered a material breach and default of this Lease.

SECTION 18. SURRENDER OF PREMISES.

At the expiration or termination of this Lease, Tenant shall surrender the Premises, together with all real property improvements to the Premises constructed pursuant to this Lease, in good condition and repair, reasonable wear and tear excepted, and deliver all keys for, and all combinations on locks, safes, and vaults in the Premises, to Landlord.

SECTION 19. INDEMNIFICATION.

TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ELECTED AND APPOINTED OFFICIALS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO ACTS OR OMISSIONS OF TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, AND LICENSEES IN THE PREMISES, AND THE USE OF OR PRESENCE IN, ON, OR ABOUT THE LAND BY SUCH PARTIES, OR FROM ANY TENANT DEFAULT UNDER THIS LEASE, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LANDLORD. IN CASE ANY ACTION OR PROCEEDING IS BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON RECEIPT OF WRITTEN NOTICE FROM LANDLORD, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LANDLORD. THE OBLIGATIONS OF TENANT UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

SECTION 20. INSURANCE.

Tenant, at its sole cost, shall maintain the following insurance coverage throughout the Term and shall name the Landlord as the certificate holder and as an additional insured on the Landlord's liability policy:

LIABILITY INSURANCE.

TENANT SHALL NAME THE LANDLORD AS A CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED ON THE TENANT'S LIABILITY POLICY.

1. General Liability Insurance in amounts not less than:

- \$1,000,000 – Each Occurrence*
- \$2,000,000 – General Aggregate*
- \$1,000,000 – Personal & Advertising Injury*
- \$1,000,000 – Products/Completed Operations – Aggregate*
- \$5,000 – Premises Medical Expense*
- \$500,000 – Damage to Rented Premises (each occurrence)*

Such policy shall include (i) a Waiver of Subrogation endorsement in favor of Landlord; (ii) a thirty (30) day Notice of Cancellation/Material Change endorsement in favor of Landlord; and (iii) if the policy does not provide blanket additional insured coverage for Landlord, an endorsement naming Landlord (and its elected and appointed officials, officers, agents and employees) as additional insureds.

2. Unless waived by Landlord in writing, Comprehensive Pollution Liability Insurance in amounts not less than \$1,000,000 for each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding Landlord's property. Such policy shall include (i) a Waiver of Subrogation endorsement in favor of Landlord; (ii) a thirty (30) day Notice of Cancellation/Material Change endorsement in favor of Landlord; and (iii) if the policy does not provide blanket additional insured coverage for Landlord (and its elected and appointed officials, officers, agents and employees), an endorsement naming Landlord (and its elected and appointed officials, officers, agents and employees) as additional insureds.

A. PROPERTY INSURANCE.

1. Tenant will insure all of Tenant's real property improvements now or hereafter located on the Premises (for the mutual benefit of Landlord and Tenant) against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the full replacement cost of such improvements. Landlord shall not be liable for any loss to any such Tenant improvements by any casualty, fire, or theft, and Tenant shall be solely responsible for carrying adequate insurance, at its sole cost and expense, to cover any such losses.

If any such improvements suffer any casualty and Landlord elects to repair or restore such improvements, Tenant shall pay Landlord all insurance proceeds payable due to such casualty plus any additional amount Landlord determines will be necessary for Landlord to repair or restore such improvements. If the total amount paid by Tenant for such restoration is in excess of the actual costs thereof, the amount of such excess shall be paid to Tenant after such improvements have been repaired or restored.

If any such improvements suffer any casualty and Landlord elects to terminate the Lease due to such casualty, Tenant shall pay Landlord all insurance proceeds payable due to such casualty and any additional amount that would be required to fully replace or repair such improvements; provided, however, Tenant shall not be required to pay Landlord an amount in excess of the full replacement or repair costs, as applicable.

2. Tenant shall carry insurance against all risks as are from time to time covered by the ISO Special Causes of Loss Form (CP 10 30), for the full insurable value, covering all of Tenant's merchandise, trade fixtures, furnishings, wall covering, floor covering, carpeting, drapes, equipment, and all items of personal property of Tenant located in, on, or about the Land.
3. **ALL REAL AND PERSONAL PROPERTY OF TENANT KEPT IN, ON, OR ABOUT THE LAND SHALL BE KEPT AT TENANT'S RISK ONLY.**

B. WORKERS' COMPENSATION. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employer's liability of \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. Such policy shall include (i) a Waiver of Subrogation endorsement in favor of Landlord; and (ii) a thirty (30) day Notice of Cancellation/Material Change endorsement in favor of Landlord.

C. OTHER REQUIREMENTS. The foregoing insurance coverage may be provided by one or more policies of insurance. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas and must be responsible, reputable, and have financial capability consistent with the risks covered, as determined by Landlord in its sole discretion. Tenant will provide Landlord copies of all insurance policies along with all endorsements and certificates of insurance on the Effective Date and at any time upon written request of Landlord throughout the Term. Tenant will provide Landlord all certificates evidencing renewal or replacement of said policies of insurance at least 15 calendar days prior to the expiration or cancellation of any such policies. Tenant will obtain the prior written approval of Landlord for any deductibles, aggregate caps, and endorsements on any insurance policy required under this Lease. Tenant shall comply with all present and future Landlord insurance requirements throughout the Term.

SECTION 21. TERMINATION.

- A. **TERMINATION BY MUTUAL CONSENT.** The parties may terminate this Lease by mutual consent upon such terms as they may agree in writing.
- B. **TERMINATION AS A RESULT OF DEFAULT.** Either party may terminate this Lease in accordance with the default provisions set forth in Section 16 and Section 17 herein.
- C. **EARLY TERMINATION BY LANDLORD.** Landlord shall have the right to terminate this Lease upon ninety (90) days prior written notice to Tenant for cause or without cause.

SECTION 22. GENERAL PROVISIONS.

- A. **RELATIONSHIP OF THE PARTIES.** Landlord shall not, in any way or for any purpose, be considered or become a partner, employer, principal, master, agent or joint venturer of, or with, Tenant.
- B. **TIME IS OF THE ESSENCE.** Time is of the essence in this Lease.
- C. **WEEKENDS AND HOLIDAYS.** If the due date set forth in this Lease for the performance of any obligation by Landlord or Tenant is a Saturday, Sunday, or a City of El Paso holiday (or if notice is received or would otherwise be deemed received on any such date), the due date for performance of such obligation, or date of receipt of such notice, shall be deemed to be the next date that is not a Saturday, Sunday, or City of El Paso holiday.
- D. **NOTICES.** Written notices required to be sent pursuant to this Lease must be sent in one of the following ways:
- i) By certified mail, return receipt requested, to the address provided for the Landlord or Tenant in Section 2 of this Lease as a "Notice Address". All notices sent by certified mail, return receipt requested, shall be considered received on the date of delivery indicated on the return receipt. If the notice is refused or returned undelivered, it will be deemed received on the date of attempted delivery.
 - ii) By email if an email address has been provided as a "Notice Address" in Section 2 of this Lease. All notices that are delivered by e-mail are considered received on the date sent to the provided email address.

Parties may change their addresses or designated persons by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this Section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address.

- E. **CONFIDENTIALITY.** Tenant acknowledges that this Lease is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. **GOVERNING LAW AND VENUE.** This Lease is governed by Texas law. The venue for disputes regarding this Lease between the parties will be El Paso County, Texas.

G. **SEVERABILITY.** A future finding of invalidity of any provision of this Lease does not affect the validity of any remaining provisions of this Lease.

H. **HEADINGS.** The headings and subheadings of this Lease are for information purposes only and are not substantive terms.

I. **GOVERNMENTAL FUNCTION.** The parties agree that Landlord is entering into this Lease as a governmental entity performing a governmental function.

J. **TERMINATION AS REQUIRED BY THE CITY OF EL PASO CHARTER.** In accordance to Section 3.18 of the El Paso City Charter, this Lease may be terminated by the City if the City determines that it is necessary to secure efficiency of public service at a reasonable rate, or to assure that the property is maintained in good order throughout the life of the grant.

K. **AUDIT RIGHTS.** Tenant will allow Landlord to inspect and copy all records pertaining to the Permitted Use to be performed on the Premises provided in this Lease.

L. **FORCE MAJEURE.** If either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of war or other reason of the like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, Tenant shall not be excused from any obligations for payment of Base Rent, additional rent, fees, or other payments required by the terms of this Lease when same are due, and all such amounts shall be paid when due.

M. **NO ASSIGNMENT OR SUBLET.** Tenant shall not assign this Lease, or sublet any portion of the Premises. Any attempted assignment or subletting shall be void and shall constitute a material breach of this Lease.

N. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries of this Lease.


O. **LANDLORD'S DISCRETION.** Unless otherwise expressly provided for in this Lease, Landlord's approval or consent as permitted or required by this Lease may be given or withheld by Landlord for any reason or no reason at all.

(Signatures begin on the following pages)

**LANDLORD:
CITY OF EL PASO:**


Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Sr. Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

Acknowledgement

STATE OF TEXAS)
COUNTY OF EL PASO)

This Instrument was acknowledged before me on the ____ day of _____, 20__ by Dionne L. Mack, as City Manager of the City of El Paso, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's Name _____

My Commission Expires:

(Signature pages continue on following page)

TENANT:
Carl. L. Robinson HEAT Retreat

Signature: *Sarah Osterland*
Printed Name: Sarah Osterland
Title: owner

Acknowledgement

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This Instrument was acknowledged before me on the 5 day of may, 2026, by Sarah Osterland, as owner of the Carl L. Robinson Heat Retreat, on behalf of _____.

Angel R Argumedo
Notary Public, State of Texas
Notary's Name Angel R. Argumedo

My Commission Expires:
06.01.2026

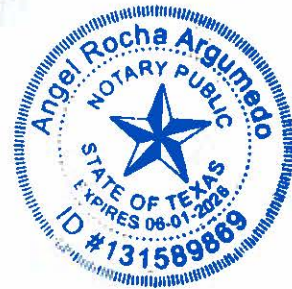


EXHIBIT "A"

ADDITIONAL TENANT OBLIGATIONS

1. MANDATORY CAPITAL INVESTMENT OBLIGATIONS

1.1 Minimum Capital Commitment

Tenant shall, at its sole cost and expense, design, fund, and complete capital improvements to the Premises to include but not limited to:

- Fire safety & ADA upgrades
- Aquatics Pool improvements & maintenance
- Plumbing replacement, including mainlines
- Address critical life-safety deficiencies;
- Maintain operational viability of the facility; and
- Prevent deterioration of the Premises.

1.2 Required Improvements and Deadlines

Tenant shall meet the following **non-negotiable milestones and phased completion requirements**, which are expressly tied to the Tenant's in-kind capital investment obligation:

(a) Within six (6) months of Lease execution:

- Complete facility assessment updates (if needed); and
- Submit a detailed **Capital Improvement Plan (CIP)** for Landlord approval, including scope, schedule, sequencing of work, and identified funding sources.

(b) Capital Investment Requirement:

Tenant shall complete a minimum of **\$2,200,000 in capital improvements** to the Premises over the initial three (3) Lease Years (the "Required Investment").

(c) Annual and Phased Completion Benchmarks:

Tenant shall satisfy the Required Investment in accordance with the following minimum thresholds:

- **By the end of Lease Year 1:**
Completion of no less than **forty percent (40%)** of the Required Investment, equivalent to **\$880,000** in verified capital improvements.
- **By the end of Lease Year 2:**
Completion of no less than **seventy percent (70%)** of the Required Investment, equivalent to a cumulative total of **\$1,540,000** in verified capital improvements.
- **By the end of Lease Year 3:**
Completion of **one hundred percent (100%)** of the Required Investment, equivalent to **\$2,200,000** in verified capital improvements.

(d) Measurement and Verification of Completion:

- Completion shall be measured based on **paid invoices and proof of payment** for

- approved capital improvements.
- Tenant shall submit documentation including invoices, lien waivers, and proof of payment sufficient to demonstrate compliance.
- Only improvements approved by Landlord and consistent with the CIP shall be credited toward the Required Investment.
- Landlord shall have the right to independently verify all submitted documentation.

(e) Commencement of Work:

Tenant shall commence construction on critical systems, including but not limited to roof, HVAC, plumbing, fire/life safety, and ADA-related improvements, within twelve (12) months of Lease execution.

(f) Failure to Perform:

Failure to meet any annual threshold or milestone set forth herein shall constitute a **material default** under the Lease, unless otherwise extended in writing by Landlord in its sole discretion.

2. CONTINUOUS OPERATIONS REQUIREMENT

2.1 Mandatory Use

Tenant shall continuously operate the Premises as a **fully functional recreational facility open to the public**.

2.2 Cessation of Operations

Any cessation of operations for more than **fourteen (14) consecutive calendar days** without prior written approval from the Landlord shall constitute an Event of Default.

2.3 Minimum Service Level

Tenant shall maintain operations at a level reasonably consistent with a community recreation center, including:

- Regular hours of operation;
- Active programming;
- Adequate staffing.

3. ENFORCEABLE PUBLIC BENEFIT REQUIREMENTS

3.1 Public Access

Tenant agrees that the Premises are to be open to the public on a non-discriminatory basis, although admission and/or membership fees may be assessed, with the exception of time set aside for use of pool by non-members.

3.2 Affordability Standard

Tenant shall maintain pricing structures that are **consistent with community-serving recreational facilities**, subject to Landlord review.

3.3 Programmatic Obligation

Tenant shall actively provide programming that benefits the community, including but not limited to youth, wellness, and recreational services.

4. FINANCIAL CAPACITY AND ASSURANCE

4.1 Proof of Funding

Within thirty (30) days of Lease execution, Tenant shall provide documentation acceptable to Landlord demonstrating financial capacity to:

- Complete required capital improvements; and
- Sustain operations for a minimum of **twenty-four (24) months**.

4.2 Failure to Maintain Capacity

If Tenant fails to maintain adequate financial capacity, as determined by Landlord in its reasonable discretion, such failure shall constitute a **material default**.

5. REPORTING, MONITORING, AND AUDIT RIGHTS

5.1 Quarterly Reporting (First 2 Years)

Tenant shall provide quarterly reports during the first twenty-four (24) months, including:

- Capital improvement progress;
- Operational status;
- Program participation;
- Financial summary.
- Invoices accompanied by proof of payment for repairs made during each lease year at the following rate of completion:
 - a. Year 1 - 40%
 - b. Year 2 - 70%
 - c. Year 3 - 100%

5.2 Annual Reporting Thereafter

Following the initial period, Tenant shall provide annual reports covering the same items.

5.3 Inspection Rights

Landlord shall have the right, at any time, to:

- Inspect the Premises;

- Verify operational status;
- Review Tenant records related to compliance with the Lease.

5.4 Annual Inspection Report

Tenant, at its sole cost, shall arrange for a third-party licensed contractor approved by the Landlord to conduct an annual inspection of the property on the anniversary of each lease year and provide the report Landlord within seven (7) calendar days of the inspection.

6. NO CITY FUNDING; NO RELIANCE

6.1 No Financial Obligation by Landlord

Landlord shall have **no obligation** to provide funding, reimbursements, or financial assistance of any kind.

6.2 No Reliance

Tenant acknowledges it is not relying on any representation that Landlord will contribute financially to the Premises.

7. TECHNICAL SUPPORT

Upon written request from Tenant, Landlord can, but will not be obligated to, offer technical support for the pool equipment and programming.

8. SURVIVAL AND PRIORITY

This Exhibit "A":

- Shall control in the event of any conflict with Lease terms and conditions;
- Shall survive throughout the Term and any extensions.

EXHIBIT "B"



11385 James Watt, Suite B-13
El Paso, Texas 79936
915-351-6701 Office
915-395-2905 Fax
grvies@grvii.com
www.integratedengineeringolutions.com

TBPELS Firm #15313, #10194278

METES AND BOUNDS DESCRIPTION

**TRACT 19, BLOCK 81, TOWNSHIP 1, SECTION 38,
TEXAS & PACIFIC RAILROAD SURVEYS
5.00 ACRES (217,800.00 SQUARE FEET) ±**

AN ENTIRE TRACT OF LAND CONTAINING 5.00 ACRES (217,800.00 SQUARE FEET), MORE OR LESS, LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT A FOUND 5/8" REBAR AT THE SOUTHWEST CORNER OF TRACT 20-A-1; THENCE, TRAVELING NORTH 88° 49' 00" EAST, FOR A DISTANCE OF 89.84 FEET TO A FOUND RAILROAD SPIKE BEING THE SOUTHEAST CORNER OF TRACT 20-A-1; THENCE CONTINUE TRAVELING NORTH 88° 49' 00" EAST, FOR A DISTANCE OF 345.78 FEET TO A FOUND 1-1/2" IRON PIPE, BEING THE SOUTHWESTERN CORNER OF THIS TRACT AND BEING THE POINT OF BEGINNING OF THIS DESCRIPTION,

- 1) **THENCE, TRAVELING NORTH 01° 11' 00" WEST, FOR A DISTANCE OF 500.00 FEET TO A FOUND NAIL ON PAVEMENT, BEING THE NORTHWESTERN PROPERTY CORNER;**
- 2) **THENCE, TRAVELING NORTH 88° 49' 00" EAST, FOR A DISTANCE OF 435.60 FEET TO A FOUND MARKED REBAR WITH CAP BEARS N 27° 40' 41" E A DISTANCE OF 1.26', FROM THE NORTHEASTERN PROPERTY CORNER;**
- 3) **THENCE, TRAVELING SOUTH 01° 11' 00" EAST, FOR A DISTANCE OF 500.00 FEET TO A POINT FROM WHICH A FOUND MARKED X ON SIDEWALK BEARS N 17° 50' 22" E A DISTANCE OF 1.51', FROM THE SOUTHEASTERN PROPERTY CORNER;**
- 4) **THENCE, TRAVELING SOUTH 88° 49' 00" WEST, FOR A DISTANCE OF 435.60 FEET TO THE FOUND 1-1/2" IRON PIPE IN TILE BEING THE SOUTHWESTERN PROPERTY CORNER, AND BEING THE TRUE POINT OF BEGINNING, CONTAINING 5.00 ACRES (217,800.00 SQUARE FEET) OF LAND.**

SAID ENTIRE TRACT 19, BLOCK 81, TOWNSHIP 1, SECTION 38, TEXAS & PACIFIC RAILROAD SURVEYS, CONTAINING 5.00 ACRES (217,800.00 SQUARE FEET) MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORD. THIS METES AND BOUNDS IS ACCOMPANIED BY A BOUNDARY IMPROVEMENT SURVEY EXHIBIT OF SAME DATE.

That I, Jose L. Rodarte, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision in the City of El Paso, El Paso County, Texas on the date shown below.



11385 James Watt, Suite B-13
El Paso, Texas 79936
915-551-6701 Office
915-595-2905 Fax
grview@grvll.com
www.integratedengineeringsolutions.com

TBPELS Firm #15313, #10194278

THE STATE OF TEXAS
COUNTY OF EL PASO
WITNESS MY HAND AND SEAL KNOW ALL MEN BY THESE PRESENTS:



Jose L. Rodarte

Jose L. Rodarte
Registered Professional Land Surveyor

11/21/25
Date

