

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

CITY CLERK DEPT.
2014 JUN -9 PM 5:13

DEPARTMENT: Economic Development

AGENDA DATE: June 17, 2014

CONTACT PERSON NAME AND PHONE NUMBER: Memo Sotomayor 915-212-1572

DISTRICT(S) AFFECTED: 1 and 2

SUBJECT:

An Ordinance authorizing the City Manager to sign a lease with El Paso Independent School District for 99,921 square feet of property at Tom Lea Park (including a portion of a vacated street) for a 99 year term. Consideration will be a 99 year lease of District property in northeast El Paso for City's use as a public park.

BACKGROUND / DISCUSSION:

The City of El Paso and El Paso Independent School District are interested in exchanging properties by long term lease to the other party in order to develop the properties for such governmental and educational purposes. The City previously leased a portion of the leased premises to the District in a previous lease dated 1943, which has since expired. The leased premises will allow the District to continue their school related activities on the site. In return, the City will receive rights to 110,808 square feet of property adjacent to Wainwright Elementary. The Parks and Recreation Department will construct facilities for park and recreational uses on the site.

PRIOR COUNCIL ACTION:

December 13, 2011 - Approved a resolution stating the intent of the City entering into a lease for properties at Memorial Park, Wainwright Elementary School, and El Paso High School.

May 17, 1943 - Approved and executed the original lease between the City of El Paso and the Independent School District of the City of El Paso.

AMOUNT AND SOURCE OF FUNDING:

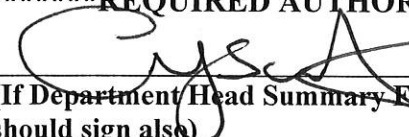
QOL Funded Project - Wainwright PCP13PRKA30

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

DEPARTMENT HEAD:


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

Information copy to appropriate Deputy City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A LEASE WITH EL PASO INDEPENDENT SCHOOL DISTRICT FOR A COMBINED 99,921 SQUARE FOOT LEASED PROPERTY CONSISTING OF 1) AN 81,721 SQUARE FOOT PROPERTY THAT INCLUDES ALL OF BLOCK 70, ALEXANDER ADDITION AND A PORTION OF ST. VRAIN STREET VACATED IN THE CITY OF EL PASO, WHICH IS A PORTION OF TOM LEA PARK, AND 2) THE 18,200 SQUARE FOOT WEST ONE-HALF OF VIRGINIA STREET VACATED IN THE CITY OF EL PASO FOR A 99 YEAR TERM. CONSIDERATION WILL BE A 99 YEAR LEASE OF DISTRICT PROPERTY IN NORTHEAST EL PASO FOR CITY'S USE AS A PUBLIC PARK.

WHEREAS, the City of El Paso ("City") and the El Paso Independent School District ("District") are political subdivisions of the State of Texas, and are authorized to provide recreational and education services;

WHEREAS, the District and the City are interested in exchanging properties by lease to the other party in order to develop the properties for such governmental recreation and educational purposes;

WHEREAS, in 1943, the City and District entered into a lease for a portion of the Tom Lea Park property for any purpose in connection with and related to the conduct and operation of the public schools and the District has operated certain educational and related facilities on the leased property pursuant to that lease, which has expired;

WHEREAS, the District seeks the lease of a combined 99,921 square foot property consisting of 1) a 81,721 square foot property that includes all of Block 70, Alexander Addition and a portion of St. Vrain Street vacated in the City Of El Paso, which is a portion of Tom Lea Park further described as Parcel 2 in Exhibit A attached hereto, and 2) a 18,200 square foot west one-half of vacated Virginia Street (near the intersection with Shuster Street) owned by the City in fee and proposed to be concurrently vacated further described as Parcel 1 in Exhibit A (collectively, the "Tom Lea/EPHS Site"), so that the District may operate and maintain certain school and related facilities for the adjacent El Paso High School;

WHEREAS, City staff has recommended that the City lease the Tom Lea/EPHS Site to the District in exchange and in consideration for the District's concurrent lease to the City of a 110,808 square foot property that is adjacent to Wainwright Elementary School in Northeast El Paso ("Wainwright Site") so that the City may construct facilities for park and recreational uses in an underserved area;

WHEREAS, concurrent with this approval, the City Council adopted a resolution approving the lease of a portion of Tom Lea Park to the District for the school use and determined that there is no feasible and prudent alternative to the use of the park land and the proposed plans for the school use include all reasonable planning to minimize harm to the land as a park resulting from the use; and

WHEREAS, City staff recommends that the City enter into the 99 year lease to the District for the combined 99,921 square foot Tom Lea Park/vacated street land for the District's school and related program facilities.

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

That the City Manager is hereby authorized to sign, on behalf of the City of El Paso, a Lease with El Paso Independent School District of a combined 99,921 square foot property consisting of 1) a 81,721 square foot property that includes all of Block 70, Alexander Addition and a portion of St. Vrain Street vacated in the City Of El Paso, which is a portion of Tom Lea Park further described as parcel 2 in Exhibit A attached hereto, and 2) a 18,200 square foot west one-half of vacated Virginia Street (near the intersection with Shuster Street) owned by the City in fee and proposed to be concurrently vacated further described as Parcel 1 in Exhibit A (collectively, the "Tom Lea/EPHS Site"), for a 99 year term, so that the District may operate and maintain certain school and related facilities for the adjacent El Paso High School, which consideration shall be a 99 year lease of property in Northeast El Paso from El Paso Independent School District for City's use as a park; and City Manager is further authorized to sign all documents necessary to effectuate this transaction.

PASSED AND APPROVED on this the ____ day of _____, 2014.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

ORDINANCE _____
11-1040-029.001 – Ordin Lease EPISD Tom Lea Park
BAO Doc # 293031.2

APPROVED AS TO FORM:

Bertha A. Ontiveros
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Cary Westin, Director
Economic & International Development Dept.

Tracy Novak, Director
Parks and Recreation Department

EXHIBIT A

ORDINANCE

11-1040-029 – Ordin Lease EPISD Mem Park
BAO Doc # 105020.3

DORADO ENGINEERING, INC.
2717 E. Yandell El Paso, Texas 79903 (915) 562-0002 Fax (915) 562-7743

**Vacation of the West One-Half of Virginia Street
between Rim Road (vacated) and Schuster Blvd.**

Parcel 1

Metes and Bound description of the west one-half of Virginia Street between Rim Road (vacated) and Schuster Blvd., City of El Paso, County of El Paso, Texas and being more particularly described as follows;

From an existing city monument located at the intersection of the monument line on Virginia Street and the centerline of Crosby Street; Thence North $37^{\circ} 30' 00''$ West along the monument line of Virginia Street, a distance of three hundred sixty five and no hundredths (365.00) feet for a corner on a nail on the intersection of said monument line and the extended Northerly Right-of-Way line of Schuster Boulevard; Thence South $52^{\circ} 30' 00''$ West along said extended Northerly Right-of-Way line of Schuster Boulevard, a distance of ten and no hundredths (10.00) feet to a corner on a rebar on the intersection of the Westerly Right-of-Way line of Schuster Boulevard and the centerline of Virginia Street, said corner being the Point of Beginning for this description;

Thence South $52^{\circ} 30' 00''$ West along the Northerly Right-of-Way line of Schuster Boulevard, a distance of thirty five and no hundredths (35.00) feet for a corner on the Westerly Right-of-Way line of Virginia Street and the Southeasterly corner of Block 71, Alexander Addition;

Thence North $37^{\circ} 30' 00''$ East along the Easterly Right-of-Way line of Virginia Street a distance of two hundred sixty and no hundredths (260.00) feet to a rebar on the Northeasterly corner of Block 71, Alexander Addition;

Thence North $52^{\circ} 30' 00''$ East along the Southerly Right-of-Way line of Rim Road (vacated), a distance of thirty five and no hundredths (35.00) feet for a corner on the Southerly Right-of-Way line of Rim Road (vacated) and the centerline of Virginia Street;

Thence South $37^{\circ} 30' 00''$ East along the centerline of Virginia Street, a distance of two hundred sixty and no hundredths (260.00) feet to a corner on a rebar lying on the Northerly Right-of-Way line of Schuster Boulevard, said corner being the Point of Beginning for this description.

Said portion of land contains 9,100.00 square feet or 0.209 acres of land more or less.



Fermin Dorado
Fermin Dorado, R.P.L.S.

Revised March 17, 2014
April 17, 2012

DORADO ENGINEERING, INC.

2717 E. Vandell El Paso, Texas 79903 (915) 562-0002 Fax (915) 562-7743

El Paso High School Parking Lot

Parcel 2

Metes and Bound description of a parcel of land being all of Block 70, Alexander Addition and a portion of St. Vrain, vacated, City of El Paso, County of El Paso, Texas and being more particularly described as follows;

From an existing city monument located at the intersection of a monument lines on Virginia Street and the centerline of Crosby Street; Thence North $37^{\circ} 30' 00''$ West along the monument line of Virginia Street, a distance of three hundred sixty five and no hundredths (365.00) feet for a corner on a nail on the intersection of said monument line and the extended Westerly Right-of-Way line of Schuster Boulevard; Thence North $52^{\circ} 30' 00''$ East along said extended Westerly Right-of-Way line of Schuster Boulevard, a distance of twenty five and no hundredths (25.00) feet to a corner on a rebar on the intersection of the Westerly Right-of-Way line of Schuster Boulevard and the Northerly Right-of-Way line of Virginia Street, said corner being the Point of Beginning for this description;

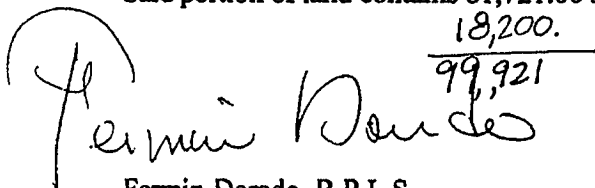
Thence along the Northerly Right-of-Way line of Virginia Street, a distance of two hundred sixty and no hundredths (260.00) feet for a corner on the Northerly Right-of-Way line of Virginia Street and the Easterly Right-of-Way line of Rim Road vacated;

Thence North $52^{\circ} 30' 00''$ East along the Easterly Right-of-Way line of Rim Road vacated, a distance of three hundred fourteen and thirty one hundredths (314.31) feet to a rebar on the Northwest corner of the property being described;

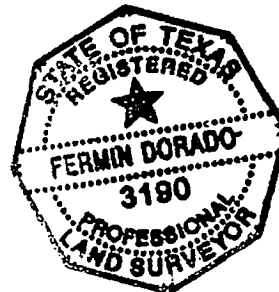
Thence South $37^{\circ} 30' 00''$ East along the Northerly line of the property being described, a distance of two hundred sixty and no hundredths (260.00) feet to a corner on a rebar on the Northeasterly corner of the parcel being described and lying on the Westerly Right-of-Way line of Schuster Boulevard;

Thence South $52^{\circ} 30' 00''$ West along said Westerly Right-of-Way line of Schuster Boulevard, a distance of three hundred fourteen and thirty one hundredths (314.31) feet for a corner on a rebar, said corner being the Point of Beginning for this description.

Said portion of land contains 81,721.00 square feet or 1.876 acres of land more or less.


18,200.
99,921

Fermin Dorado, R.P.L.S.



March 22, 2011

SCALE 1"=40'



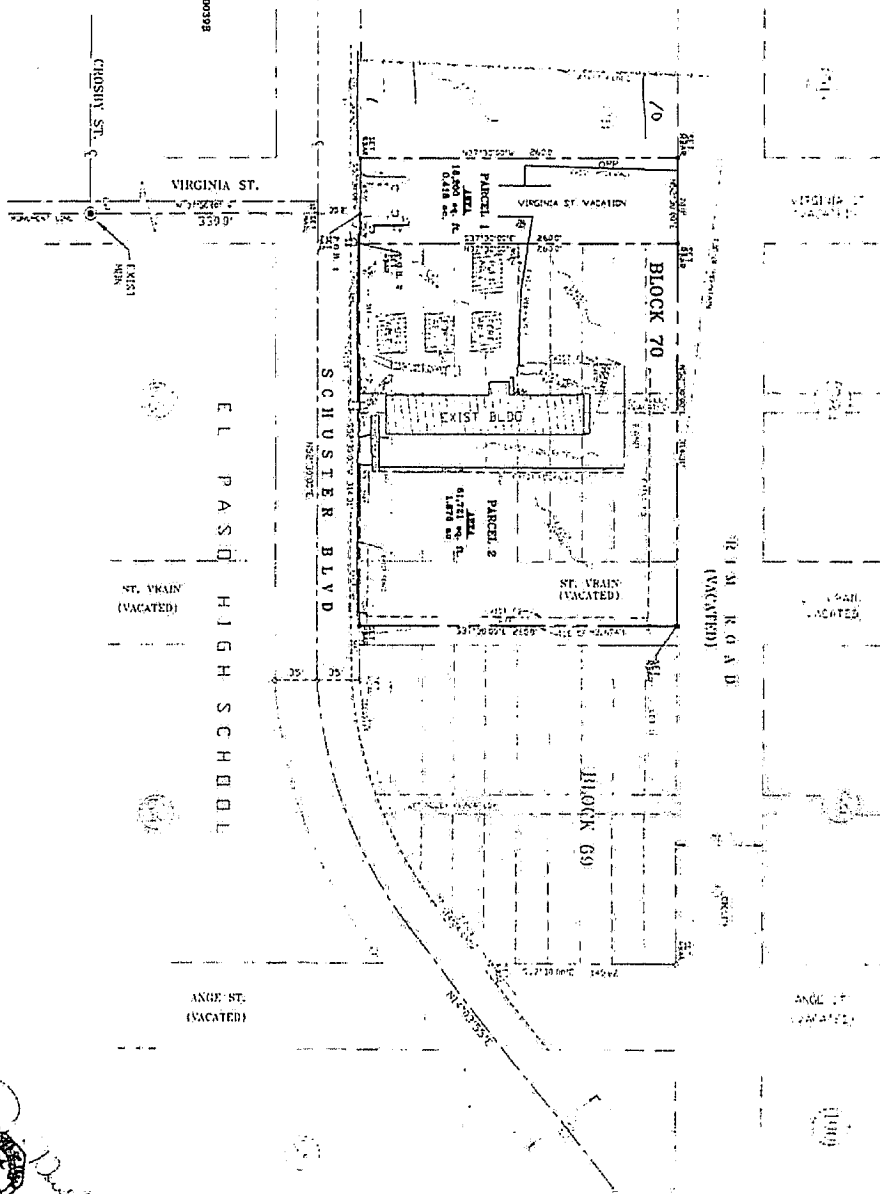
ZONING - R3

FLOOD ZONE

SITE IS LOCATED IN FLOOD ZONE "C"
AS PER FLOOD INSURANCE RATE MAP
NUMBER 140214 00032
OCTOBER 15, 1982

LEGEND

- BP POWER PILE
- SB SIGNAL BOX
- SP SIGN PILE
- UB UTIL. BOX
- LT LIGHT
- GM GAS METER
- RD RAILROAD
- CB CEMENT CURB




Handwritten signature and date:
REV. 03-23-11

PROJECT NAME ALEXANDER ADDITION BLOCK 70 AND VIRGINIA STREET EL PASO HIGH SCHOOL PARKING LOT		DORADO ENGINEERING, INC. DESIGNERS SURVEYORS PLANNERS 2717 E. MARSHAL BL. PASO, TEXAS 79601 (915) 742-0000	REVISIONS NO. 1 DATE 03-23-11 BY [Signature] CHECKED BY [Signature]	REFERENCES - - BENCHMARK 5.00000/011.111/104.111	SCALE 1"=40' DATE PLANNED DATE BY DATE BY
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2014 JUN -9 PM 5:14

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

GROUND LEASE AGREEMENT
(TOM LEA PARK/EL PASO HIGH SCHOOL)



THIS GROUND LEASE AGREEMENT (the "Lease") made and entered into as of this _____ of _____, 2014, by and between the City of El Paso, Texas, a home-rule municipality ("Landlord" or "City"), and El Paso Independent School District, a Texas independent school district pursuant to the Texas Government Code Section 791.001 et seq. ("Tenant" or "EPISD").

WITNESSETH

- A. Landlord and Tenant are political subdivisions of the State of Texas, and are authorized to provide recreational and education services.
- B. Landlord is the owner of two parcels of land located adjacent to El Paso High School in the City of El Paso, El Paso County, Texas, as more particularly described in Exhibit "A" attached hereto and shown on the boundary survey attached hereto as Exhibit "B" and made apart hereof for all purposes (collectively, the "Land").
- C. A portion of the Land (described as Parcel 1) is an 18,200 square foot portion of the right-of-way known as Virginia Street, which is owned by the City in fee and proposed to be concurrently vacated by the City pursuant to state and local law, while the remaining portion of the Land (described as Parcel 2 herein) is currently dedicated and designated by the City as a portion of the public park commonly known as Tom Lea Park. The remaining portion of the right-of-way is owned in fee by the Tenant, as the owner of the property adjacent to the vacated street.
- D. Landlord has agreed to lease the Land, including Parcel 1 and Parcel 2, to Tenant pursuant to Local Government Code Section 272.001(l) for an existing parking lot and school related buildings in exchange for the lease to the City of that certain vacant property owned by Landlord located adjacent to Wainwright Elementary School which will be used for a parks and recreation facilities and the City's right to use such school facilities under the terms and conditions of an Intergovernmental Agreement between the City and EPISD dated August 28, 2012.
- E. Landlord and Tenant had previously entered into that certain lease agreement dated May 17, 1943 in which the Landlord leased substantially the same land to Tenant for public school purposes and Tenant has placed buildings and other improvements at the property and occupied such land continuously since 1943.
- F. Tenant desires to lease the Land from Landlord for public school purposes upon the terms and conditions set forth herein.

- G. The parties agree to pay for the performance of governmental functions and services from current revenues available to the paying party at the date of execution of this Agreement.
- H. Landlord and Tenant agree that there is a mutual benefit to each of the parties as a result of entering into this Lease as well as the lease of the Wainwright property. Each party's ability to deliver governmental functions and services is enhanced by (1) allowing Tenant to use the Land leased herein for facilities for the education of its students and (2) allowing Landlord to use the parks and recreation facilities to be constructed by Landlord adjacent to Wainwright ES for the benefit of its citizens, and that the rent and other consideration, including the terms and conditions of the leases, reflect a fair value to Landlord and Tenant for the lease of the each party's land.

NOW, THEREFORE, in consideration of the covenants, conditions and provisions set forth herein, the parties hereto agree as follows:

ARTICLE I

Defined Terms

Section 1.01. Definitions. For all purposes of this Lease, unless the context otherwise requires the following capitalized terms shall have the meaning indicated below:

"Adjusted Base Rental" shall mean the amount set forth in Section 2.03.

"Demised Premises" means that certain Land and the Improvements constructed thereon.

"Improvements" means all buildings, structures, and other improvements existing upon the Land at the time of the Lease execution or thereafter constructed or placed upon the Land by Tenant during the Lease Term.

"Land" means the real property described in Exhibit "A" and Exhibit "B".

"Lease Term" means the period commencing on the Rent Commencement Date, and terminating at midnight on the day prior to the ninety-ninth (99th) anniversary of the Rent Commencement Date, unless the Lease Term shall sooner terminate.

"Permitted Use" means the use and occupancy of the Demised Premises for operation of a school and related purposes.

ARTICLE II

Grant and Term of Lease, Rental; Use

Section 2.01. Leasing Clause; Term. In consideration of the obligation of Tenant to pay rent herein provided and in consideration of the other terms, covenants, and conditions of

this Lease, Landlord does hereby lease, demise, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Demised Premises, TO HAVE AND TO HOLD the Demised Premises, together with all rights, privileges, easements, and appurtenances belonging to or in any way appertaining to the Demised Premises for the Lease Term, upon and subject to the terms, conditions, and agreements hereinafter contained.

Section 2.02. Base Rental. As rent for the Demised Premises, Tenant hereby agrees to pay to Landlord, without deduction, set-off, prior notice or demand, the Adjusted Base Rental. The Adjusted Base Rental for the entire Lease Term shall be paid upon execution of the Lease. As consideration for this Lease, Tenant has leased to the Landlord that certain land owned by Tenant adjacent to Wainwright ES for new public parks and recreation facilities, as described in that certain Ground Lease (Wainwright).

Section 2.03. Offsetting Consideration/Property Values. It is the agreement of the parties that the value paid by the City to EPISD for the use of this Wainwright Property and the consideration paid by the EPISD to the City for use of the Tom Lea Park/El Paso High School Property are nearly equal. There is a value to both entities to exchange the properties to support each entity's mission to provide educational and recreational services to the public. Because the size and value of the two properties are nearly equal to each other, no further monetary payment shall be made for the respective Demised Premises. It is the intent of the parties hereto that the two leases between the City and EPISD and the covenants to provide the services described therein are adequate consideration for each of the Demised Premises.

Section 2.04. Additional Consideration. As additional consideration for this Lease, Landlord and Tenant agree that the parties may use the facilities constructed on the Demised Premises under the terms and conditions of an Interlocal Agreement between the City and EPISD dated August 28, 2012, as it may be amended from time to time by the parties. During the use of such facilities, the obligation of the parties for insurance, repair and liability shall be governed by the terms of such Interlocal Agreement.

Section 2.05. "Net" Rental. This is an absolutely net lease, and except as is otherwise expressly herein provided, all taxes, utilities, costs of improvements, maintenance, repairs, alterations, additions, replacements, and insurance relating to the Demised Premises shall be at the sole cost and expense of Tenant; and Landlord shall not be obligated to make any improvements, repairs, alterations, additions, or replacements whatsoever to the Demised Premises. Throughout the term of this Lease, Tenant, at Tenant's own cost and expense, shall keep the Improvements, and all appurtenances thereunto belonging, in good and safe condition, order, and repair; and Tenant shall conform to and comply with all valid ordinances, regulations or laws (federal, state or municipal) affecting the Demised Premises, and Tenant shall be responsible for all penalties, damages, or charges imposed or incurred for any violation by Tenant of such ordinances, regulations, or laws whether occasioned by the neglect of Tenant or by Tenant's agent, contractor, or licensee then upon or using the Demised Premises. Tenant shall also be responsible for any and all costs arising out of any accident or other occurrence causing injury to or death of persons, or damage to property, due to the condition of the Demised Premises, or of any buildings or other Improvements now or hereafter situated thereon, or the fixtures or personal property thereon or therein, or due to the use or neglect

thereof by Tenant or any other persons holding under Tenant. It is not Tenant's intent, nor should this provision be construed otherwise, to waive Tenant's governmental immunities against premises defects or any legal defenses to any suits or claims for damages.

Section 2.06. Permitted Use.

A. The Demised Premises may be used only for the Permitted Use.

B. In no event may all or any portion of the Demised Premises be used for any unlawful use or any use other than the Permitted Use, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

Section 2.07. Hazardous Materials. No goods, merchandise or materials shall be kept, stored or sold in or on said Demised Premises which are explosive or hazardous and which are not in customary use in the businesses herein authorized; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon. All herbicides and pesticides applied to the Demised Premises by the Tenant should conform to the requirements of the Texas Occupations Code and the Tenant's Integrated Pest Management Plan, as such may hereafter be amended, a copy of which has been provided to and approved by the Landlord.

Section 2.08. Adjacent Property. The Tenant acknowledges that the parcel adjacent to the Demised Premises is owned by the Landlord and consists of natural escarpments approximately 30 feet high on the northern and western boundaries of the site (the "Adjacent Property"). A portion of the Adjacent Property was previously included in the lease between Landlord and Tenant and Tenant has occupied the Land and is well informed on the environmental condition of the Adjacent Property and any hazards associated thereto. The parties agree Landlord has no duty to erect a retaining wall or to maintain or make any improvements on or adjacent to the Adjacent Property. Landlord has agreed to exclude the portion of the Adjacent Property previously leased in consideration of Tenant's obligation to protect the Land and all persons occupying the Demised Premises and release the Landlord as set forth below.

Tenant hereby forever releases and discharges the Landlord from any and all obligations, claims, causes of actions, damages, losses, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees whether known or unknown, directly or indirectly, for (a) any run-off, debris, mud, drainage, erosion, slope failure or other site condition arising from the Adjacent Property during this Lease Term; (b) the Tenant's use, occupancy, tenancy, license, lease, or any rights in, to or of the Land, Demised Premises and Adjacent Property arising from Tenant's previous tenancy.

ARTICLE III

Construction of Improvements

Section 3.01. Construction of Improvements. Tenant has constructed and shall have the right to construct Improvements on the Property. Any proposed Improvements shall be

designed to enable reasonable development of the property through siting restrictions, or consistent with a geotechnical site assessment or other evidence that the proposed Improvements can be safely developed in light of the environmental conditions of the Adjacent Property (as set forth in Section 2.08).

Section 3.02. Lessor's Approval of Plans. Landlord's approval of any plans, specifications and working drawings for Tenant's construction or alterations of any proposed Improvements shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the City Manager or designee is only one of numerous approvals required and that Tenant may be required to obtain the approval of other departments as well, such as Engineering and Construction Management Department and Parks and Recreation Department.

Section 3.03. Procurement/Bonds. In the event of any construction on the Demised Premises, the Tenant shall select a Contractor to complete the construction. Tenant shall cause its contractor, at its own cost and expense, to make, execute, and deliver to Tenant and Landlord two (2) separate bonds, as follows:

A. Prior to the date of commencement of any construction, a performance bond in a sum equal to the full amount of cost of construction, which shall comply in all respects with Chapter 2253 of the Texas Government Code.

B. Prior to the date of commencement of any construction, a payment bond with Tenant's contractor or contractors as principal, in a sum equal to the full amount of construction, which shall comply in all respects with Chapter 2253 of the Texas Government Code.

Section 3.04. Ownership of the Improvements. The Improvements and any modifications, additions, restorations, repairs and replacements thereof hereafter placed or constructed by Tenant, at Tenant's expense, upon the Demised Premises shall be owned by Tenant, its successors and assigns, until the expiration of the Lease Term and any extensions thereof; provided that (i) the terms and provisions of this Lease shall apply to the Improvements; and (ii) the Improvements (with the exception only of movable trade fixtures, furniture, books, computer connections but excluding computer cabling, educational equipment but excluding HVAC, plumbing, electrical, and mechanical equipment, and personalty) shall be surrendered to and become the absolute property of Landlord upon the termination of the Lease Term, whether by expiration of time or otherwise.

The parties acknowledge that Tenant has previously constructed certain existing Improvements on the Land at its own expense and such improvements shall be treated as Tenant owned improvements during the Lease Term and may be demolished, removed or replaced subject to the requirements of this Article III and this Lease.

Section 3.05. Liens. It is expressly acknowledged and understood that Landlord does not consent, and has not by the execution and delivery of this Lease consented, to the imposition of any liens upon the Landlord's interest in the Demised Premises by any party whomsoever. Tenant covenants and agrees that all Improvements at any time constructed upon the Demised

Premises will be completed free and clear of all valid liens and claims of contractors, subcontractors, mechanics, laborers and materialmen, and other claimants related to the Improvements.

ARTICLE IV

No Leasehold Mortgage

Tenant shall not be entitled to and shall not place any leasehold mortgage or other lien on the Demised Premises.

ARTICLE V

Assignment and Subletting

Section 5.01. Assignment. Assignment is prohibited.

Section 5.02. No Release of Tenant. Notwithstanding anything contained in this Lease to the contrary, no sublease entered into by Tenant, whether voluntary, by operation of law or otherwise, shall release, discharge or in any way diminish the debts, duties and obligation of Tenant under the term of this Lease, including without limitation the obligation to pay any sums due to Landlord under this Lease.

ARTICLE VI

Maintenance and Repair

Section 6.01. Operating Expenses. Tenant agrees to pay promptly any and all expenses of operation of the Demised Premises including, but not being limited to, electricity, water, gas, sewer, and telephone. The amounts payable to Landlord hereunder as rent shall be absolutely net to Landlord, without diminution by reason of any expenses of operation of the Demised Premises.

Section 6.02. Repairs, Compliance with Laws. Tenant shall keep all Improvements, existing or constructed during the Lease Term, from time to time situated on the Land in good repair and condition, and at the end or other expiration of the Lease Term deliver up the Demised Premises and all Improvements thereon in good condition, reasonable wear and tear and loss or damage by fire or other casualty occurring during the last two (2) years of the Lease Term excepted. Tenant agrees that in case of damage to, or destruction of, any Improvements or the fixtures and equipment thereof, by fire or other casualty prior to the last ten (10) years of the Lease Term, it will promptly, at its own expense, repair, or rebuild the same to the end that upon the completion of such repairs, restoration or rebuilding the value, both physical and economic, of the Improvements shall be at least substantially equal to the physical and economic value of the same immediately prior to the happening of such fire or other casualty. Tenant shall at its sole cost and expense comply with all municipal, state and federal regulations now in force or which may hereafter be in force, pertaining to the Demised Premises and shall faithfully observe in the use of the Demised Premises all municipal, state and federal laws and regulations now in force or which may hereafter be in force. In case of damage to, or destruction of, any Improvements or the fixtures and equipment thereof, by fire or other casualty during the last ten

(10) years of the Lease Term, Tenant may, at its option by written notice to Landlord given within sixty (60) days of such casualty, terminate this Lease by delivering to Landlord written notice of such termination, whereupon Tenant shall be responsible for cleaning and clearing the damaged facilities from the Land in compliance with all municipal ordinances.

ARTICLE VII

Insurance

Section 7.01. Liability Insurance. Tenant, at its sole cost and expense shall, throughout the Term of this Lease, provide and keep in force for the benefit of Landlord and Tenant, as their respective interests may appear, comprehensive general liability insurance in the following amounts or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater:

\$1,000,000.00 – Per Occurrence

\$1,000,000.00 – General Aggregate

\$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the Landlord and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance within 30 days of the commencement of this Lease and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the cancellation or expiration of such coverage.

Section 7.02. Property Insurance. Tenant agrees to provide and maintain at all times during this Lease at Tenant's own cost and expense, for the benefit of Landlord and Tenant, as their interests may appear, property insurance to include but not limited to perils such as fire, extended coverage, vandalism, malicious mischief, windstorm, hail, etc. in an amount covering the Improvements and any equipment, trade fixtures, furnishings, inventory, or personalty of Tenant at not less than 100% of their full insurable value. Tenant agrees to add City of El Paso as an additional insured to any property coverage.

Section 7.03. Workers Compensation. At its sole cost and expense and throughout the Term of this Lease and any extensions thereto, Tenant shall maintain 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. The coverage shall include a waiver of subrogation in favor of EPISD.

Landlord agrees that Tenant may self-insure against the risks described in this Section 7.03 to the extent permitted by state law, providing that Tenant shall provide evidence of such compliance with state law. Tenant hereby waives its right of recovery against Landlord and its

officers, employees or agents of any amounts paid by Tenant or on Tenant's behalf to satisfy applicable worker's compensation laws.

Section 7.04. General Provisions.

A. Tenant may maintain all insurance required by this Article VII through an interlocal cooperative.

B. All insurance required by this Article VII shall (1) provide that such insurance, as to the interest of Landlord, shall not be invalidated by any act or omission of Tenant or any occupant of the Demised Premises which might otherwise result in the forfeiture of such insurance; (2) provide that they shall not be canceled or the amount of coverage changed unless and until not less than thirty (30) days prior written notice has been served upon Landlord and Tenant; (3) certificates evidencing such insurance shall be furnished to Landlord by Tenant.

C. No performance required by this Agreement shall be rendered by the Landlord until Tenant files a copy of the policy or certificate of liability insurance with the City Clerk and the Parks Department. Failure to keep the policy in full force and effect throughout the term of this Agreement shall be constitute an Event of Default.

D. Landlord hereby releases Tenant, and Tenant hereby releases Landlord, and their respective officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the Demised Premises, or to the furnishings and fixtures and equipment, or inventory or other property of either Landlord or Tenant in, about or upon the Demised Premises, as the case may be, which are caused by or result from perils, events or happenings which are the subject of insurance carried or to be carried under this Lease by the respective parties; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased. Landlord and Tenant hereby agree to request waivers of subrogation endorsements from their respective insurance carriers, which waivers shall be for the benefit of Landlord or Tenant, as appropriate.

Section 7.05. Application of Proceeds of Property Insurance. All proceeds payable pursuant to the provisions of any policies of casualty insurance shall be collected and held by Tenant in an account designated for the following purposes, which account shall be promptly identified to Landlord and Landlord shall be regularly apprised of the amount of funds in such account, and such funds shall be applied for the following purposes:

A. All proceeds shall first be used, subject to any other conditions contained in this Lease, as a fund for the restoration and repair of any and all buildings, improvements and equipment comprising a part of the Demised Premises which have become destroyed or damaged. Such proceeds in such event shall be used and applied in satisfaction and discharge of the cost of the restoration of the destroyed or damaged buildings, improvements and equipment.

B. Such funds shall be paid out from time to time to persons furnishing labor or materials, or both, including architects' fees and contractors' compensation in the construction

work, on vouchers approved by a licensed architect or engineer employed by Tenant to superintend work.

C. Any funds not disbursed and remaining after the completion of the restoration of the repair work and the payment and discharge of the cost thereof shall be applied to any sums due hereunder and the balance shall be delivered to or retained by Tenant.

Section 7.06. Premiums. All premiums and charges for all of said insurance policies shall be paid by Tenant when due. If Tenant shall fail and neglect to make any payment when due, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount of any premium paid therefore shall forthwith be repaid by Tenant.

Section 7.07. Renewal Policies. At least thirty (30) days prior to the expiration of each such insurance policy, Tenant shall deliver to Landlord copies of a renewal policy, binder or certificate of insurance which shall comply with the foregoing provision with respect to prior notice of cancellation thereof being given by the insurance company to Landlord. In the event of the failure of Tenant to procure and deliver such renewal policy or policies, binder or binders, or certificates therefor within the time prescribed above, Landlord shall be permitted to do so and the premiums charged therefor shall be borne and forthwith paid by Tenant.

Section 7.08. Loss Adjustments. Landlord and Tenant shall have the right to participate in all negotiations relating to loss adjustments for the Demised Premises.

ARTICLE VIII

Utility Charges, Liability

Section 8.01. Utility Charges. Tenant shall pay or cause to be paid promptly when due all charges for water, electricity, gas, sewer, telephone, cable or any other services furnished to the Demised Premises. Tenant expressly agrees that Landlord is not, nor shall it be, required to furnish to Tenant or any other occupant of the Demised Premises any water, sewer, gas, heat, electricity, light, power, cable, or any other facilities, equipment, labor, materials or services of any kind whatsoever. Landlord shall not be responsible for the payment of utilities for the property covered by this Lease.

Section 8.02. Liability.

A. Tenant shall be responsible for all claims, damages, liability and court awards including costs, expenses and attorney's fees incurred as a result of any action or omission of the Tenant or its officers, employees, and agents in connection with the performance of this Agreement.

B. Landlord shall be responsible for all claims, damages, liability and court awards including costs, expenses and attorney's fees incurred as a result of any action or omission of the Landlord or its officers, employees, and agents in connection with the performance of this Agreement to the extent any such loss is not covered by Tenant's insurance coverage.

C. Landlord shall not be responsible to the Tenant or Tenant's employees, guests or invitees for any claims, damages, and liability of any type caused by or relating to the any earth movement arising from or relating to the Adjacent Property, including, but not limited to any loss caused by, resulting from, contributed to or aggravated by earthquake, landslide, mudflow, erosion, rising, shifting, expanding, bulging, cracking, settling or contracting of the earth.

D. Nothing in this Article or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Landlord or Tenant may have under Texas law. The provisions in this Article are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

ARTICLE IX

Condemnation

Section 9.01. Definitions. Wherever used in this Article, the following words shall have the definitions and meaning hereinafter set forth:

- A. **"Condemnation proceedings"** means any action or proceedings brought by an entity other than the Landlord or the Tenant for the purpose of any taking of the fee of the Demised Premises or any part thereof or any other property interest therein by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.
- B. **"Taking" or "taken"** means the event of vesting of title to the fee of the Demised Premises or any part thereof pursuant to the condemnation proceedings.

Section 9.02. Entire Taking. If substantially all of the Demised Premises shall be taken in condemnation proceedings, this Lease shall terminate as of the taking.

Section 9.03. Partial Taking. If less than substantially all of the Demised Premises shall be taken in condemnation proceedings, and Tenant shall determine in its reasonable business judgment, within ninety (90) days after such taking, that the remaining building or buildings cannot be economically and feasibly used by Tenant, Landlord or Tenant, at their election, may terminate this Lease on thirty (30) days notice to the other party to such effect.

Section 9.04. Application of Award. If this Lease shall terminate pursuant to the provisions of Section 9.02 or Section 9.03 of this Article, the condemnation award shall be apportioned and paid in the following order of priority:

- A. There shall be first paid any and all reasonable expenses, charges and fees, including reasonable attorney's fees, in collecting the award.
- B. Landlord shall then be entitled to receive an amount equal to the fair market value of the Land (but not the Improvements) constituting part of the Demised Premises.

C. The balance of the award, if any, shall be paid to Tenant and Landlord shall have no obligation to refund any of the Base Rental.

Section 9.05. Application of Award in Partial Taking. If it is determined pursuant to the provisions of Section 9.03, that the remaining Improvements after a partial condemnation can be used economically by Tenant, (i) this Lease shall not terminate but shall continue in full force and effect as to the portion of the Demised Premises not taken, and (ii) Tenant shall commence and proceed with reasonable diligence to repair or reconstruct the remaining building or buildings on the Demised Premises to a complete architectural unit or units to the extent proceeds of the condemnation award are available therefor. Landlord's share of the award in condemnation proceedings for any partial taking where repair or reconstruction is undertaken shall be apportioned and paid in the following order of priority:

A. There shall first be paid any and all reasonable expenses, charges and fees, including reasonable attorney's fees, in collecting the award;

B. The proceeds of the awards shall next be used as a fund for the restoration and repair of the building, improvements and equipment situated on the Demised Premises to a complete architectural unit or units. Such proceeds shall be held by Landlord and Tenant jointly and shall be paid out from time to time to persons furnishing labor or materials, or both, including architects' fees and contractors' compensation in such restoration work on vouchers approved by a licensed architect or engineer approved by Landlord and contracted or employed by Tenant to monitor and supervise the work;

C. Landlord shall then be entitled to an amount equal to the fair market value of the Land taken; and

D. The balance of the award shall be paid to Tenant and Landlord shall have no obligation to refund any of the Base Rental.

Section 9.06. Consent to Settlement by Landlord. Tenant shall have primary responsibility for dealing with the condemning authority in the condemnation proceedings but Tenant shall not make any settlement with the condemning authority nor convey or agree to convey the whole or any portion of the Demised Premises to such authority in lieu of condemnation without first obtaining the written consent of Landlord thereto.

ARTICLE X

Default

Section 10.01. Events of Default. The following events ("Events of Default") shall be deemed to be events of default by Tenant under this Lease:

A. If Tenant shall fail to pay any sum of money payable hereunder on the date the same is due and such failure shall continue for a period of thirty (30) days after due written notice to Tenant.

B. If Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent or other sums of money, and shall not cure such failure within thirty (30) days after due written notice thereof to Tenant; or if such failure cannot reasonably be cured within the said thirty (30) days and Tenant shall not have commenced to cure such failure within such thirty (30) day period and shall not thereafter with all due diligence and good faith proceed to cure such failure as soon as reasonably practicable.

C. If a decree or order by a court of competent jurisdiction shall have been entered adjudging Tenant bankrupt or insolvent or appointing a receiver or trustee or assignee in bankruptcy or insolvency of all or substantially all of its property, and any such decree or order shall have continued in force undischarged or unstayed for a period of ninety (90) days.

D. If Tenant shall do or permit to be done anything that creates a lien upon Landlord's interest in the Demised Premises and any such lien is not discharged or bonded within ninety (90) days after filing.

E. If Tenant abandons the Demised Premises for two (2) consecutive years by failing to use same for operation of a public school and related programs.

Section 10.02. Remedies. Upon the occurrence of any such Event of Default, Landlord shall have the right, at Landlord's election to pursue, in addition to and cumulative of any other rights Landlord may have, at law or in equity, any one or more the following remedies without any notice or demand whatsoever:

A. Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying such premises or any part thereof, without being liable for prosecution or any claim of damages therefor.

B. With an appropriate court order, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying such premises or any part thereof without being liable for prosecution of any claim for damages therefor.

Section 10.03. Cumulative Rights. Pursuit of any of the foregoing remedies shall not preclude Landlord's pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Failure by Landlord to enforce one or more of the remedies herein provided, upon any event of default, shall not be deemed or construed to constitute a waiver of such default or of any other violations or breach of any of the terms, provisions and covenants herein contained. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of the reletting by Landlord as above provided, allowance shall be made for the expense of repossession and any repairs reasonably undertaken by Landlord following

repossession in order to return the Demised Premises to substantially the same condition as at the time of default, normal wear and tear expected.

Section 10.04. Re-Entry of Landlord. No re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant. Landlord, at its option, may make such alterations, repairs and/or decorations to the Improvements as it, in its reasonable judgment, considers advisable and necessary upon the occurrence of an Event of Default, at the cost of Tenant, and the making of such alterations, repairs and decoration shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises and the Improvements or, in the event the Demised Premises and the Improvements are relet, for failure to collect rent thereof under such reletting; and in no event shall Tenant be entitled to receive any excess of such rent over the sums payable by Tenant to Landlord hereunder.

Section 10.05. Effect of Waiver or Forbearance. No waiver by Landlord of any breach by Tenant of any of its obligations, agreements, or covenants hereunder shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of its rights and remedies with respect to such subsequent breach.

ARTICLE XI

Attorney's Fees

If on account of any breach or default by either party hereunder, it shall become necessary for the other party hereto to employ an attorney to enforce or defend any of such party's right or remedies hereunder, and should such party prevail in a final judgment, the party against whom enforcement was sought shall pay to the other party any reasonable attorney's fees incurred by reason of such proceedings.

ARTICLE XII

Miscellaneous

Section 12.01. Inspection. Tenant shall permit Landlord and its agents to enter into and upon Demised Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same or undertaking any rights of Landlord under this Lease.

Section 12.02. Release. If requested by Landlord, Tenant shall upon termination of this Lease, execute and deliver to Landlord an appropriate release, in recordable form, of all Tenant's interest in the Demised Premises, and upon request of Tenant, Landlord will execute and deliver a written cancellation and termination of Lease in recordable form; provided, that in no event shall any such release, cancellation or termination constitute a release or relinquishment by either party of his or its rights against the other party for any amounts payable by such other party under the terms of this Lease or any damages to which such party is entitled as a result of any default by the other party hereunder.

Section 12.03. Landlord's Right to Perform Tenant's Covenants. If Tenant shall default in the performance of any of its covenants, obligations or agreements contained in this Lease and shall not have cured the default within the time limitations set forth in Section 10.01, Landlord, after ten (10) days notice to Tenant, specifying such default (or shorter notice of any emergency exists), may (but without any obligation so to do) perform the same for the account and at the expense of Tenant, and the amount of any payment made or other reasonable expenses, including reasonable attorney's fees incurred by Landlord for curing such default, with interest thereon at the highest lawful rate per annum, shall be payable by Tenant to Landlord on demand.

Section 12.04. Non-Merger. There shall be no merger of this Lease, the leasehold estate created hereby or the Improvements with the fee estate in and to the Demised Premises by reason of the fact that this Lease, the leasehold estate created thereby or the Improvements, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in and to the Demised Premises, or any portion thereof, and no such merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in this Lease, the leasehold estate or the Improvements, shall join in a written instrument affecting such merger.

Section 12.05. Notices. Any notice required or permitted to be delivered hereunder or by law shall be delivered to the parties hereto at the respective addresses set out below:

If to Landlord: City of El Paso
 ATTN: City Manager
 P.O. Box 1890
 El Paso, TX 79950-1890

and also: City of El Paso
 ATTN: Parks and Recreation Department, Director
 P.O. Box 1890
 El Paso, TX 79950-1890

 City of El Paso
 ATTN: Real Estate Manager
 Economic and International Development Dept.
 P.O. Box 1890
 El Paso, TX 79950-1890

If to Tenant: El Paso Independent School District
 ATTN: Associate Superintendent for Operations
 6531 Boeing
 El Paso, TX 79925

and also: El Paso Independent School District
ATTN: General Counsel
6531 Boeing
El Paso, TX 79925

Each party hereto shall have the right, by giving not less than ten (10) days prior written notice to the other party hereto, to change any address of such party for the purpose of notices under this Section 12.05.

Section 12.06. Successors and Assigns. The word "Landlord" as used in this instrument shall extend to and include each entity succeeding to Landlord's rights under law as well as any and all persons, whether natural or artificial, who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Demised Premises; and all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of and are binding upon Landlord shall also inure to the benefit of and shall be, jointly and severally binding upon the successors and grantees of Landlord, and each of them and any and all persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the real estate and property hereby demised. The word "Tenant" as used in this instrument shall extend to and include each entity succeeding to Tenant's rights under law, as well as any and all persons, whether natural or artificial, who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Tenant hereunder and all of the covenants, agreements, conditions and stipulations herein contained which inure to the benefit of and be jointly and severally binding upon the successors or other representatives of Tenant, and of any and all persons who shall at any time or from time to time during the term of this Lease succeed to the interest and estate of Tenant hereby created in the Demised Premises.

Section 12.07. Modifications. This Lease may be modified only by written agreement signed by the Landlord and Tenant.

Section 12.08. Descriptive Headings. The descriptive headings of this Lease are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions of this Lease.

Section 12.09. No Joint Venture. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

Section 12.10. Non-Waiver. NOTWITHSTANDING ANY PROVISION CONTAINED HEREINTO TO THE CONTRARY, NEITHER LANDLORD NOR TENANT WAIVES ANY RIGHTS TO GOVERNMENTAL IMMUNITY OR ANY OTHER IMMUNITIES OR DEFENSES BY ITS EXECUTION OR DELIVERY OF THIS LEASE.

Section 12.11. Recording of Lease. Landlord and Tenant agree that they shall, at any time at the request of the other, promptly execute a memorandum or short form of this Lease, in

recordable form, setting forth a description of the Demised Premises, the term of this Lease, and any other provisions herein, or the substance thereof, as either party desires. This memorandum or short form lease may be filed among the land records of El Paso County, Texas.

Section 12.12. Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to any person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be in force to the fullest extent permitted by law.

Section 12.13. Holding Over. Any holding over by Tenant of the Demised Premises after the expiration of the Lease Term shall operate and be construed as a tenancy from month to month at a monthly rental equal to the rental payable during the term of the Lease. Tenant agrees to surrender the Demised Premises after the termination of the Lease Term immediately upon demand by Landlord.

Section 12.14. No Commissions. Landlord and Tenant each represent to the other that it has not incurred and will not incur any liability for brokerage fees or agents' commissions in connection with this Lease and Landlord and Tenant.

Section 12.15. Quiet Enjoyment. Landlord agrees that Tenant, upon payment of the Rentals and all other payments and charges to be paid by Tenant under the terms of this Lease and upon observing and keeping each of the covenants of this Lease on the part of Tenant to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Demised Premises, equipment, furniture and fixtures during the Lease Term.

[Signatures follow on next page]

WITNESS the signatures of the parties hereto in duplicate originals this the _____ day
of _____, 2014.

LANDLORD

CITY OF EL PASO

Tomás González
City Manager

ATTEST:

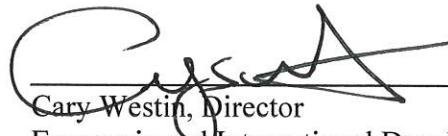
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

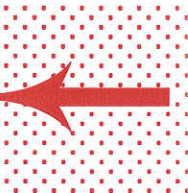


Bertha A. Ontiveros
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Cary Westin, Director
Economic and International Development



Tracy A. Novak, Director
Parks and Recreation Department

CITY CLERK DEPT.
2014 JUN -9 PM 5:14

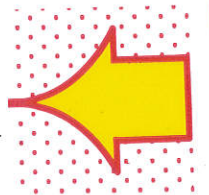
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned Notary Public, on this day personally appeared Tomás González, known to me as the City Manager of the City of El Paso, a Texas political subdivision, and the person whose name is subscribed to the foregoing Ground Lease, and who acknowledged to me that he executed the instrument for the purposes and considerations therein expressed and on behalf of the City of El Paso, Texas.

Given under my hand and seal of office on the _____ day of _____, 2014.

NOTARY PUBLIC in and for the
State of Texas



My Commission Expires:

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2014 JUN -9 PM 5:14

(Signatures Continued on Next Page)

CITY CLERK DEPT.
2014 JUN -9 PM 5:14

EL PASO INDEPENDENT SCHOOL DISTRICT

By: _____
Donald R. "Dee" Margo, II
EPISD Board of Managers

ATTEST:

Carmen Arrieta-Candelaria
Secretary, EPISD Board of Managers

APPROVED AS TO FORM:

Jeanne C. Collins
General Counsel, EPISD

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Donald R. "Dee" Margo, II, President of the Board of Managers of El Paso Independent School District, El Paso, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said El Paso Independent School District, El Paso, Texas, and that he executed the same as the act of the said El Paso Independent School District, El Paso, Texas, for the purpose and consideration therein expressed, and in the capacity therein stated and as his free act and deed.

GIVEN under my hand and seal of office, this _____ day of _____, 2014.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

Parcel 1: Vacated Portion of Virginia Street

DORADO ENGINEERING, INC.

2717 E. Yandell El Paso, Texas 79903 (915) 562-0002 Fax (915) 562-7743

**Vacation of the West One-Half of Virginia Street
between Rim Road (vacated) and Schuster Blvd.**

Parcel 1

Meters and Bound description of the west one-half of Virginia Street between Rim Road (vacated) and Schuster Blvd., City of El Paso, County of El Paso, Texas and being more particularly described as follows;

From an existing city monument located at the intersection of the monument line on Virginia Street and the centerline of Crosby Street; Thence North $37^{\circ} 30' 00''$ West along the monument line of Virginia Street, a distance of three hundred sixty five and no hundredths (365.00) feet for a corner on a nail on the intersection of said monument line and the extended Northerly Right-of-Way line of Schuster Boulevard; Thence South $52^{\circ} 30' 00''$ West along said extended Northerly Right-of-Way line of Schuster Boulevard, a distance of ten and no hundredths (10.00) feet to a corner on a rebar on the intersection of the Westerly Right-of-Way line of Schuster Boulevard and the centerline of Virginia Street, said corner being the Point of Beginning for this description;

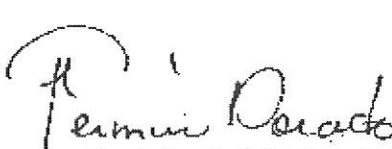
Thence South $52^{\circ} 30' 00''$ West along the Northerly Right-of-Way line of Schuster Boulevard, a distance of thirty five and no hundredths (35.00) feet for a corner on the Westerly Right-of-Way line of Virginia Street and the Southeastly corner of Block 71, Alexander Addition;


Thence North $37^{\circ} 30' 00''$ East along the Easterly Right-of-Way line of Virginia Street a distance of two hundred sixty and no hundredths (260.00) feet to a rebar on the Northeastly corner of Block 71, Alexander Addition;

Thence North $52^{\circ} 30' 00''$ East along the Southerly Right-of-Way line of Rim Road (vacated), a distance of thirty five and no hundredths (35.00) feet for a corner on the Southerly Right-of-Way line of Rim Road (vacated) and the centerline of Virginia Street;

Thence South $37^{\circ} 30' 00''$ East along the centerline of Virginia Street, a distance of two hundred sixty and no hundredths (260.00) feet to a corner on a rebar lying on the Northerly Right-of-Way line of Schuster Boulevard, said corner being the Point of Beginning for this description.

Said portion of land contains 9,100.00 square feet or 0.209 acres of land more or less.


Fermín Dorado, R.P.L.S. 03.17.12

 Revised March 17, 2014
April 17, 2012

\\city\city\SURVEY\INC\MBB_F\Proj\High School\Virginia Street Vacation-Par 1.doc
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Parcel 2: Portion of Tom Lea Park

DORADO ENGINEERING, INC.

2717 E. Vaudell El Paso, Texas 79903 (915) 562-0002 Fax (915) 562-7743

El Paso High School Parking Lot

Parcel 2

Mets and Bound description of a parcel of land being all of Block 70, Alexander Addition and a portion of St. Vrain, vacated, City of El Paso, County of El Paso, Texas and being more particularly described as follows;

From an existing city monument located at the intersection of a monument lines on Virginia Street and the centerline of Crosby Street; Thence North $37^{\circ} 30' 00''$ West along the monument line of Virginia Street, a distance of three hundred sixty five and no hundredths (365.00) feet for a corner on a nail on the intersection of said monument line and the extended Westerly Right-of-Way line of Schuster Boulevard; Thence North $52^{\circ} 30' 00''$ East along said extended Westerly Right-of-Way line of Schuster Boulevard, a distance of twenty five and no hundredths (25.00) feet to a corner on a rebar on the intersection of the Westerly Right-of-Way line of Schuster Boulevard and the Northerly Right-of-Way line of Virginia Street, said corner being the Point of Beginning for this description;

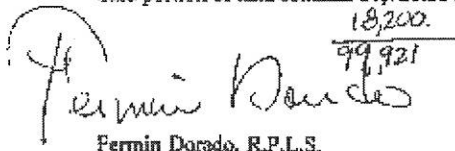
Thence along the Northerly Right-of-Way line of Virginia Street, a distance of two hundred sixty and no hundredths (260.00) feet for a corner on the Northerly Right-of-Way line of Virginia Street and the Easterly Right-of-Way line of Rim Road vacated;

Thence North $52^{\circ} 30' 00''$ East along the Easterly Right-of-Way line of Rim Road vacated, a distance of three hundred fourteen and thirty one hundredths (314.31) feet to a rebar on the Northwest corner of the property being described;

Thence South $37^{\circ} 30' 00''$ East along the Northerly line of the property being described, a distance of two hundred sixty and no hundredths (260.00) feet to a corner on a rebar on the Northeast corner of the parcel being described and lying on the Westerly Right-of-Way line of Schuster Boulevard;

Thence South $52^{\circ} 30' 00''$ West along said Westerly Right-of-Way line of Schuster Boulevard, a distance of three hundred fourteen and thirty one hundredths (314.31) feet for a corner on a rebar, said corner being the Point of Beginning for this description.

Said portion of land contains 81,721.00 square feet or 1.876 acres of land more or less.

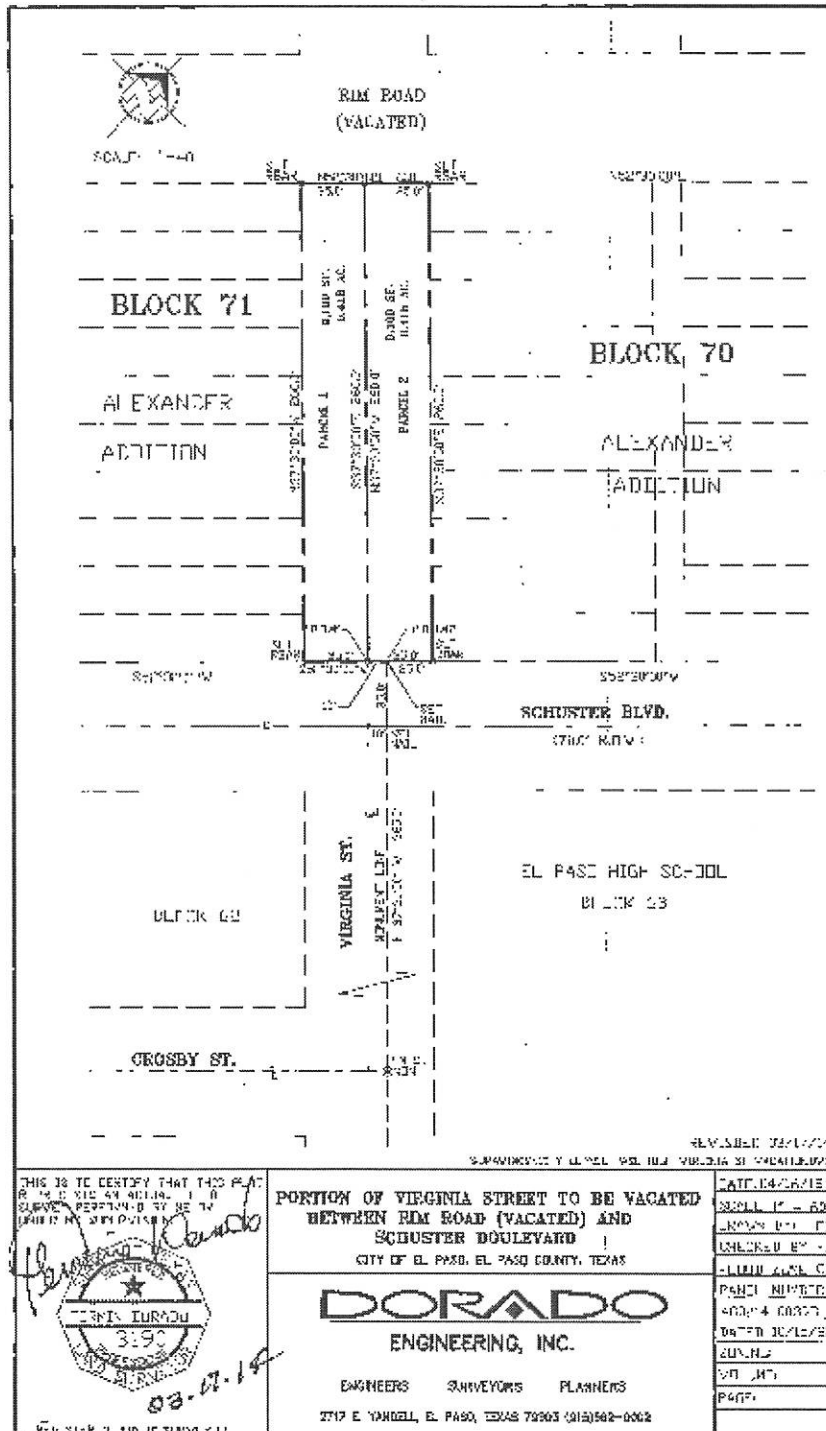

Fermin Dorado, R.P.L.S.



March 22, 2011

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EXHIBIT "B"
BOUNDARY SURVEY MAP
Parcel 1: Vacated Portion of Virginia Street



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