

**LEASE AGREEMENT
BETWEEN CANUTILLO INDEPENDENT SCHOOL DISTRICT
AND EL PASO COUNTY, TEXAS**

This Lease Agreement is entered to be effective as of February 1, 2024, between Canutillo Independent School District (“Landlord” or “District”), a Texas independent school district, whose address is 7965 Artcraft, El Paso, TX 79932 and El Paso County, Texas (“Tenant” or “County”), a Texas political subdivision, and local government entity whose address is 500 E. San Antonio El Paso, Texas 79901.

RECITALS

A. Landlord owns certain real property in El Paso County, Texas, further described below and referenced in this Agreement as the “Premises”.

B. Landlord has found that the public interest and the needs of the students of the Canutillo Independent School District and citizens of El Paso County can be best served by the use of the Premises for park and recreation, community services and programming, and utilization by the District’s schools for school functions.

C. The County Commissioners Court of El Paso County, Texas, has found a need for parks and recreation, community services and programming, for the use and benefit of the citizens of El Paso County, Texas, in the Canutillo area.

D. The County has found that the Premises owned by the District are suitable and convenient for providing the necessary park and recreation, community services and programming at Premise facilities.

E. The public interest may best be served by the cooperation and support of both the District and the County in developing the Premises for public recreational purposes and by such cooperation the public needs may be fulfilled at an optimum savings to the citizens of El Paso County, Texas, and the citizens of the District.

F. The District and County previously entered into a certain Lease covering the Premises dated April 21, 1975, which was amended by an Amendment of Lease dated August 26, 1977, and further amended by a Second Amendment to Lease dated September 18, 1989 (collectively, the “Prior Lease”).

G. Pursuant to the Prior Lease, Tenant constructed and maintained certain improvements on the Premises consisting of a swimming pool and related facilities and other permanent structures.

H. The District, as Landlord, and the County as Tenant desire to enter into this Lease in furtherance of the above recitals and to supersede, replace in its entirety, and terminate, the Prior Lease.

ARTICLE 1. TERMINATION OF PRIOR LEASE AND DEMISE OF LEASED PREMISES

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Landlord and Tenant terminate the Prior Lease, and Landlord demises and leases to Tenant, and Tenant leases from Landlord, the Premises consisting of approximately 2.9 acres of land out of Tract 2A 1 Block 171 Upper Valley Surveys situated at 7361 Bosque Road, El Paso County, Texas, more particularly described on Exhibit A attached to this Lease, and made a part of this Lease for all purposes (collectively referred to as “Premises”).

Subject to the terms and conditions of this Lease, Tenant is to have and to hold the Premises, together with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way appertaining to them, including but not limited to any easements, rights, title, and privileges of Landlord, existing now or at any time during the Lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the Premises and reversions that may later accrue to Landlord as owner of the Premises by reason of the closing of any street, sidewalk, or alley. To the extent a new or revised survey is necessary or advisable to describe the Premises, Tenant may obtain, and shall be solely responsible for costs associated with, such new or revised survey.

ARTICLE 2. LEASE TERM

2.01. **Fixed Beginning and Termination Date.** The term of this Lease is 40 years, beginning on February 1, 2024, and ending on August 31, 2064, unless terminated sooner as provided in this Lease.

2.02. **Right to Extend.** Tenant may extend this Lease for twenty (20) additional years by giving Landlord written notice of Tenant’s intention to do so within the last two years before the Lease term expires but no later than three months before it expires, under all the terms of this Lease.

2.03. **Termination.** This Lease will terminate without further notice when the term (or additional terms) specified in § 2.01 expires. Any holding over by Tenant after that term expires, other than as provided in § 2.02, will not constitute a renewal of the Lease or give Tenant any rights under the Lease in or to the Premises.

2.04. **Holdover.** If Tenant holds over and continues in possession of the Premises after the Lease term (or any extension) expires, other than as provided in § 2.02, Tenant will be considered to be occupying the Premises on a month-to-month tenancy, subject to all the terms of this Lease.

ARTICLE 3. RENT

3.01. **Yearly Rent.** Tenant will pay Landlord **\$20.00 per year**, as annual rent for using and occupying the Premises. This amount is the “annual rent” and reflects the annual consideration to be provided to the residents by the provision of public recreational facilities.

3.02. **Time and Manner of Payment.** Tenant will pay all rent due under this article on an annual basis. The annual rent is due and payable in advance, on the first calendar day of each

September during the term. Payments must be in lawful money of the United States to Landlord. Tenant, at its discretion, may prepay any or all annual rent payments without penalty. If Tenant is on a hold over month-to-month tenancy, monthly rent shall be \$100.00 due and payable in advance on the first calendar day of each month commencing on the first full month of the hold over.

3.03. Interest on Delinquent Payment. Rent installments unpaid for 30 days will bear interest at the lesser rate of five (5%) percent annually or the rate established by the Texas Prompt Payment Act, beginning on the day after each such installment was due and continuing until the installment is paid as provided in § 3.02, above.

ARTICLE 4. TAXES

Both District and County are tax exempt entities. Therefore no taxes are to be paid on the value of the improvements or the real property.

ARTICLE 5. UTILITIES

Tenant shall be responsible for the payment of all charges associated with water, heat, gas, electricity, sewers, and any other utilities consumed on the Premises during the Lease term, including any applicable connection fees.

ARTICLE 6. USE OF PREMISES

6.01. Permitted and Prohibited Use of Premises.

a. Tenant may use the Premises for the purpose of developing, constructing, and operating park and recreation, community services and programming activities for the use and enjoyment of the citizens of El Paso County, Texas, and the District and its students. No other purposes are allowed, without the written consent of Landlord.

b. Tenant may use the Premises for the purpose of operating a swimming pool and maintaining it as a first-class facility for the competitive and recreational use by, and enjoyment of, the citizens of El Paso County, Texas, and the District and its students, and for no other purpose without the written consent of Landlord.

c. Upon request by Landlord, Tenant will provide to the Landlord an event schedule for activities to be held on the Premises. Landlord will work cooperatively with Tenant and in good faith to avoid any uses by Landlord that may be inconsistent or conflict with Tenant's use, including without limitation, Landlord's use of the Premises during the District's school calendar year when classes are in session. At all times, Landlord and Tenant shall in good faith use their best efforts to coordinate their respective use of the Premises to avoid and resolve any potential conflicts in use.

d. Under no circumstances during the term of this Lease will Tenant use or cause to be used at Premises any unauthorized hazardous or toxic substances or materials, or store or dispose of any such substances or materials on the Premises.

e. At all times (including day, night, weekdays, weekends and holidays), and at its sole cost, Tenant shall be responsible for providing all security and policing of the Premises. Provided, however, if Tenant is hosting an event for its invitees at the Premises at the same time that Landlord is hosting an event for its invitees in close proximity to the Premises, Tenant shall provide at least one (1) security officer for up to every 200 of Tenant's invitees projected to attend Tenant's event. For avoidance of doubt and by way of example, if Tenant projects 320 invitees will attend its event at the same time Landlord will be hosting an event for its invitees in close proximity to the Premises, Tenant shall provide at least two (2) security officers to provide security for Tenant's event.

6.02. Illegal Use Not Permitted. Tenant may not use all or any part of the Premises or any building situated on them for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the County of El Paso, or other lawful authority with jurisdiction over the Premises. Tenant is not considered to have violated this provision unless:

- a. Landlord has notified Tenant in a writing specifying the alleged violation;
- b. There has been a final adjudication by a court of competent jurisdiction that the specified use violates the law, regulation, or ordinance specified in the notice;
- c. The specified law, regulation, or ordinance is valid and applies to the Premises; and
- d. Tenant has had a reasonable time after the final adjudication to cure the specified violation.

ARTICLE 7. CONSTRUCTION BY TENANT

7.01. General Conditions. Tenant may, at any time and from time to time during the Lease term, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Premises, and correct and change the contour of the Premises, subject to the following:

- a. Tenant bears the cost of any such work.
- b. The Premises must at all times be kept free of mechanics' and materialmen's liens.
- c. Landlord must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time the work begins.
- d. The conditions of § 7.03 concerning Landlord's approving plans must be followed.
- e. Tenant will furnish or cause to be furnished any required performance and labor and material payment bonds with corporate sureties satisfactory to Landlord which, Landlord in its absolute discretion may request. Landlord shall either be a co-obligee under such bonds or such bonds shall be assigned to, or made for the benefit of, Landlord as shall be satisfactory to Landlord.

f. Notwithstanding anything in this Section 7.01 to the contrary, Tenant may not alter, remodel, reconstruct, rebuild, replace, or remove buildings and other improvements on the Premises or such other improvements which were constructed or are maintained by Landlord without Landlord's advance written consent which consent may be withheld or conditioned on Landlord's sole discretion.

g. Tenant will furnish to Landlord all certificates and permits as may be required or customary evidencing compliance with all building codes and permits (collectively, "Building Laws"). Tenant shall cause the Premises to be continuously in compliance with all Building Laws (as the same may be amended from time to time).

7.02. Construction of Improvements. Subject to 7.01 and 7.03, upon Tenant's commencement of construction of any improvements on the Premises, Tenant shall complete such construction on or before 18 months thereafter unless Landlord agrees to longer completion periods. Landlord shall not unreasonably withhold approval for longer periods where County has shown good faith efforts to complete the improvements but has been unable to complete due to matters outside of its control such as force majeure, or materials or labor shortages.

7.03. Landlord's Approval of Plans. The following rules govern Landlord's approving construction, additions, and alterations of buildings or other improvements on the Premises:

a. **Written Approval Required.** No building or other improvement may be constructed on the Premises unless the plans, specifications, and proposed location of the building or other improvement has received Landlord's written approval and the building or other improvement complies with the approved plans, specifications, and proposed location. No material addition to or alteration of any building or structure erected on the Premises may begin until plans and specifications covering the exterior of the proposed addition or alteration have been first submitted to and approved by Landlord.

b. **Submission of Plans.** Tenant must, at its own expense, engage a licensed architect or professional engineer to prepare plans and specifications for constructing any buildings or improvements or additions or alterations to any buildings or improvements that require Landlord's approval under subparagraph 7.03 a. above. Tenant must submit five (5) copies of detailed working drawings, plans, and specifications for constructing any improvements on the Premises for Landlord's written approval within 120 days prior to commencement of construction. Copies may be submitted in a commonly accepted electronic format.

c. **Landlord's Approval.** Landlord will promptly review and approve all plans submitted under subparagraph 7.03 b. above or note in writing any required changes or corrections that must be made to the plans. Any required changes or corrections must be made, and the plans resubmitted to Landlord, within 90 days after the corrections or changes have been noted. Landlord's failure to object to the resubmitted plans and specifications within 90 days constitutes its disapproval of the changes. Minor changes in work or materials not affecting the general character of the building project may be made at any time without Landlord's approval, but a copy of the altered plans and specifications must be furnished to Landlord.

d. Exception to Landlord's Approval. The following items do not require submission to, and approval by, Landlord:

i. Minor repairs and alterations necessary to maintain existing structures and improvements in a useful state of repair and operation.

ii. Changes and alterations required by an authorized public official with authority or jurisdiction over the buildings or improvements, to comply with legal requirements.

e. Effect of Approval. Landlord's approval of any plans and specifications applies only to the conformity of the plans and specifications to the general architectural plan for the Premises, and Landlord may not unreasonably withhold approval. Landlord's approval does not constitute approval of the architectural or engineering design, and Landlord, by approving the plans and specifications, assumes no liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications.

f. No Need for Tenant's Approval. Landlord may make any improvements or repairs at any time to the Premises without Tenant's approval provided that they do not unreasonably impair or interfere with County's use and enjoyment of the Premises. Landlord shall in good faith reasonably coordinate with Tenant the design, construction and repairs of any improvements at the Premises.

7.04. Ownership of Buildings, Improvements, and Fixtures. Any buildings, improvements, additions, alterations, and fixtures (except furniture and trade fixtures) constructed, placed, or maintained on any part of the Premises during the Lease term will become Landlord's property when the Lease terminates.

7.05. Right to Remove Improvements. Tenant may, at any time while it occupies the Premises, or within a reasonable time thereafter, remove any furniture, machinery, equipment, or other trade fixtures owned or placed by Tenant, its subtenants or licensees, in, under, or on the Premises, or acquired by Tenant, whether before or during the Lease term. Before the Lease terminates, Tenant must repair any damage to any buildings or improvements on the Premises resulting from the removal. Any items not removed by the final Lease termination date will become Landlord's property on that date.

ARTICLE 8. ENCUMBRANCE OF LEASEHOLD ESTATE

Tenant may not, at any time, encumber the leasehold interest without prior approval from Landlord.

ARTICLE 9. REPAIRS, MAINTENANCE, AND RESTORATION

9.01. Tenant's Duty to Maintain and Repair. At all times during the Lease term, Tenant will keep and maintain, or cause to be kept and maintained, all buildings and improvements erected by Tenant on the Premises in a good state of appearance and repair (except for reasonable wear and tear) at Tenant's own expense.

9.02. **Damage or Destruction.** If any building or improvement constructed on the Premises is damaged or destroyed by fire or any other casualty, Tenant must, within six (6) months from the date of the damage or destruction, assess the damage and destruction to determine if repair or replacement of the improvements is reasonable and consistent with Tenant's development objectives and plans for the Premises. If Tenant determines that repair or replacement of the improvements is consistent with Tenant's development objectives and plans for the Premises, Tenant will repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence subject to any delays caused by war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, fiscal emergency, pandemic, material or labor shortages, force majeure or any other reason beyond Tenant's control, whether similar to any of those enumerated or not, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay. In the event, Tenant determines that repair or replacement is not reasonable or consistent with Tenant's development objectives and plans, Tenant will advise Landlord in writing of that determination, and will confer with Landlord as to other options for continued public recreational use of the Premises.

ARTICLE 10. MECHANICS' LIENS

Tenant will not, without Landlord's prior written approval, cause or permit any mechanics' liens or other liens to be filed against the fee of the Premises or against Tenant's leasehold interest in the land or any buildings or improvements on the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part of them through or under Tenant. If a mechanic's lien or materialman's lien relating to work performed on behalf of the Tenant is recorded against the Premises or any buildings or improvements on them, Tenant must either cause it to be removed or, if Tenant in good faith wishes to contest the lien, take timely action to do so, at Tenant's sole expense. If Tenant contests the lien, Tenant will, only to the extent permitted by law, indemnify Landlord and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

ARTICLE 11. CONDEMNATION

11.01. **Parties' Interests.** If the Premises or any part of them are taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or are transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this article governs Landlord's and Tenant's interests in the award or consideration for the transfer and the effect of the taking or transfer on this Lease.

11.02. **Total Taking—Termination.** If the entire Premises are taken or so transferred as described in § 11.01, this Lease and all of the rights, titles, and interests under it will cease on the date that title to the Premises or part of them vests in the condemning authority, and the proceeds of the condemnation will be the property of Landlord.

11.03. **Partial Taking—Termination.** If only part of the Premises is taken or transferred as described in § 11.01, this Lease will terminate if, in Tenant's reasonable opinion, the remainder of

the Premises is in such a location, or is in such form, shape, or reduced size, that Tenant's use of the Premises cannot be effectively and practicably operated on the remaining Premises. In that event, this Lease and all rights, title, and interest under it will cease on the date that title to the portion of the Premises taken or transferred vests in the condemning authority. The proceeds of the condemnation will be divided one third to Landlord and two thirds to Tenant.

11.04. Partial Taking—Continuation With Rent Abatement. If part of the Premises is taken or transferred as described in § 11.01 and, in Tenant's opinion, the remainder of the Premises is in a location and in a form, shape, or size that Tenant's use of the Premises can be effectively and practicably operated on the remaining Premises, this Lease will terminate with respect to the portion of the Premises taken or transferred as of the date title to the portion which vests in the condemning authority but will continue in full force with respect to the portion of the Premises not taken or transferred.

11.05. Voluntary Conveyance. Nothing in this article prohibits Landlord from voluntarily conveying all or part of the Premises to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance will be treated as a taking within the meaning of this Article.

ARTICLE 12. INSURANCE AND INDEMNIFICATION

12.01. Insurance on Buildings and Improvements. At all times during the Lease term, Tenant will keep all buildings and other improvements located or being constructed on the Premises insured against loss or damage by fire, with extended-coverage endorsement or its equivalent. This insurance is to be carried by insurance companies authorized or admitted to transact business in Texas with a Best's Insurance Rating of A/A- or better, selected by Tenant and approved by Landlord. The insurance must be paid for by Tenant and will be in amounts not less than 80 percent of the full insurable value of the buildings and other improvements. The insurance policy or policies must name both Landlord and Tenant as named insureds and must provide that any loss of \$100,000 or less will be payable solely to Tenant; Tenant will use that sum for repair and restoration purposes. Any loss over \$100,000 will be made payable jointly to Landlord and Tenant.

12.02. Liability Insurance. At all times during the Lease term, Tenant will provide and keep in force liability insurance covering Landlord and Tenant for liability for property damage and personal injury. This insurance is to be carried by one or more insurance companies duly authorized or admitted to transact business in Texas with a Best's Insurance Rating of A/A- or better, selected by Tenant and approved by Landlord, and will be paid for by Tenant. The insurance provided under this section must be in the amount of not less than \$2,000,000 for property damage and not less than \$1,000,000 for one person and \$2,000,000 for one accident for personal injury. This insurance will protect Landlord and Tenant against liability to any employees or servants of Tenant and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the Premises.

12.03. Construction Liability Insurance. Tenant will obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Premises. This insurance must be carried by insurance companies authorized or admitted to transact business in Texas with a Best's Insurance Rating of

A/A- or better, selected by Tenant and approved by Landlord, and must be paid for by Tenant. The insurance will have limits of not less than \$2,000,000 for property damage and \$1,000,000 for one person and \$2,000,000 for one accident for personal injury and must protect Landlord and Tenant, as well as any other person or persons Tenant may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Premises.

12.04. Insurance Certificates. Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not keep this insurance in full force, Landlord may notify Tenant of this failure, and if Tenant does not deliver to Landlord certificates showing all such insurance to be in full force within 10 days after this notice, Landlord may, at its option, take out or pay the premiums on the insurance needed to fulfill Tenant's obligations under this article. On Landlord's demand, Tenant must reimburse Landlord the full amount of any insurance premiums paid by Landlord under this section, with interest at the rate of six (6%) percent annually from the date of Landlord's demand until reimbursement by Tenant.

12.05. Self-Insurance. Tenant may meet any of the requirements of this Article through self-insurance and by providing written evidence to the Landlord of the self-insurance.

12.06. INDEMNIFICATION OF LANDLORD. TO THE EXTENT ALLOWABLE UNDER LAW, LANDLORD IS NOT LIABLE FOR, AND TO THE EXTENT ALLOWABLE UNDER LAW TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM, ANY LOSS, DAMAGE, OR INJURY OF ANY KIND TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES (OR ANY PART OF THEM), OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE, IMPROVEMENT, EQUIPMENT, OR FACILITY ON THE PREMISES OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF TENANT, OR OF ANY OF ITS AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT, FIRE, OR OTHER CASUALTY ON THE LAND, OR BROUGHT ABOUT BY TENANT'S FAILURE TO MAINTAIN THE PREMISES IN SAFE CONDITION.

ARTICLE 13. ASSIGNMENT AND SUBLEASE

Tenant may not sell or assign its leasehold estate or sublet the Premises at any time without prior approval from Landlord, which approval shall not be unreasonably withheld.

ARTICLE 14. DEFAULT AND REMEDIES

14.01. Termination on Default. If Tenant defaults in performing any covenant or term of this Lease and does not correct the default within 20 days after receipt of written notice from Landlord to Tenant, Landlord may declare this Lease, and all rights and interest created by it, terminated. If Landlord elects to terminate under this article, this Lease will cease on a day determined by the Landlord, but not less than 180 days from the date of the written notice provided above.

14.02. Other Remedies. Any termination of this Lease as provided in this article will not relieve Tenant from paying any sum or sums due and payable to Landlord under the Lease at the time of termination, or any claim for damages then or previously accruing against Tenant under this Lease. Termination will not prevent Landlord from enforcing the payment of any such sum or sums or

claim for damages by any remedy provided for by law, or from recovering damages from Tenant for any default under the Lease. All Landlord's rights, options, and remedies under this Lease will be construed to be cumulative, and no one of them is exclusive of the other. To the extent allowable by law, Landlord may pursue any or all remedies or any other remedy or relief provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the covenants or conditions of this Lease may be construed a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Lease.

14.03. **Subleases Not Affected.** Landlord's exercising any remedy does not affect the existence of subleases that were entered into with Tenant according to this Lease and that cover any portion of the Premises.

ARTICLE 15. LANDLORD'S WARRANTIES AND COVENANTS

15.01. **Warranty of Title.** Landlord warrants that it is the owner in fee simple absolute of the Premises, subject to all covenants, conditions, easements, and other matters of record.

15.02. **Warranty of Quiet Enjoyment.** Landlord covenants that as long as Tenant pays the rent and other charges under this Lease and observes the covenants and terms of this Lease, Tenant will lawfully and quietly hold, occupy, and enjoy the Premises during the Lease term without being disturbed by Landlord or any person claiming under Landlord, except for any portion of the Premises that is taken under the power of eminent domain.

ARTICLE 16. GENERAL PROTECTIVE PROVISIONS

16.01. **Right of Entry and Inspection.** Tenant must permit Landlord or its agents, representatives, or employees to enter the Premises for the purposes of inspection; determining whether Tenant is complying with this Lease; maintaining, repairing, or altering the Premises; or showing the Premises to prospective tenants, purchasers, mortgagees, or beneficiaries under trust deeds.

16.02. **No Partnership or Joint Venture.** The relationship between Landlord and Tenant is at all times solely that of landlord and tenant and shall not be deemed a partnership or a joint venture.

16.03. **Force Majeure.** If curing any default (other than failure to pay rent, insurance premiums, or ad valorem taxes) or performing any other covenant or term is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, epidemic, pandemic, government quarantines, natural disaster, orders issued in response to the foregoing, or any other circumstances beyond Tenant's control or that of the party obligated or permitted under this Lease to do or perform the term or covenant, regardless of whether the circumstance is similar to any of those enumerated or not, each party so delayed is excused from performance during the delay period.

16.04. **No Termination on Bankruptcy.** Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver will not affect this Lease as long as Tenant and Landlord or their respective successors or legal representatives continue to perform all covenants of this Lease.

16.05. **No Waiver.** No waiver by either party of any default or breach of any covenant or term of this Lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Lease.

16.06. **Release of Landlord.** If Landlord sells or transfers all or part of the Premises and as a part of the transaction assigns its interest as Landlord in this Lease, then as of the effective date of the sale, assignment, or transfer, Landlord will have no further liability under this Lease to Tenant, except with respect to liability matters that have accrued and are unsatisfied as of that date. Underlying this release is the parties' intent that Landlord's covenants and obligations under this Lease will bind Landlord and its successors and assigns only during and in respect of their respective successive periods of ownership of the fee.

16.07. **Joint and Several Liability.** If this Lease names more than one Tenant or Landlord, the obligation of all such Tenants or Landlords is joint and several.

ARTICLE 17. MISCELLANEOUS

17.01. **Delivery of Rents and Notices.** All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in the introductory paragraph of this Lease and are considered to have been given at the time of personal delivery or of mailing.

All payments, notices, demands, or requests from Tenant to Landlord should be mailed to Landlord at the address noted in the introductory paragraph of this Lease, or at such other address as Landlord requests in writing.

All payments, notices, demands, or requests from Landlord to Tenant should be mailed to Tenant at the address noted in the introductory paragraph of this Lease, or at such other address as Tenant requests in writing.

17.02. **Multiple Parties.** If this Lease names more than one Landlord or Tenant, service of any notice on any one Tenant or Landlord is considered service on all Tenants or Landlords, respectively.

17.03. **Parties Bound.** This agreement binds, and inures to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

17.04. **Texas Law to Apply.** This agreement is to be construed under Texas law, and all obligations of the parties created by this Lease are performable in El Paso County, Texas.

17.05. **Legal Construction.** If any one or more of the provisions contained in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

17.06. **Prior Agreements Superseded.** This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

17.07. **Amendment.** No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

17.08. **Rights and Remedies Cumulative.** The rights and remedies provided by this Lease agreement are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

17.09. **Time of Essence.** Time is of the essence of this agreement.

17.10. **Further Documents.** Landlord will from time to time and at any reasonable time execute and deliver to Tenant, when Tenant reasonably requests, other instruments and assurances approving, ratifying, and confirming this Lease and the leasehold estate created by it and certifying that the Lease is in full force and that no default under the Lease on Tenant's part exists. But if any default on Tenant's part does exist, Landlord must specify in any such instrument each such default.

17.11. **Ambiguities Not to Be Construed Against A Party Who Drafted the Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Lease.

17.12. **Sovereign Immunity.** El Paso County and the District do not waive sovereign immunity or any other immunity or right each may have under the Texas Constitution, statutory, or common law. El Paso County has not set up or established any special tax or interest, or sinking fund for any obligation established under this Lease.

THIS LEASE has been executed by the parties on the date and year first above written.

[signature page follows]

LANDLORD

CANUTILLO INDEPENDENT SCHOOL DISTRICT
a Texas independent school district

By: _____
Armando Rodriguez
President
Board of Trustees

TENANT

EL PASO COUNTY, TEXAS
a Texas local government

By: _____
Ricardo A. Samaniego
County Judge

Approved as to form:

Steven J. Blanco
Counsel for Landlord

Name: Erich A. Morales
Counsel for Tenant

Exhibit A
Description of Lease Premises
(see attached)

TO BE PROVIDED BY COUNTY PARKS DEPARTMENT