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

DEPARTMENT: POLICE

AGENDA DATE: July 17th, 2007

CONTACT PERSON/PHONE: ASSISTANT CHIEF PAUL CROSS/STUART C. ED - 564-7381

DISTRICT(S) AFFECTED: ALL

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07 JUL 12 PM 3:08

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
Request that City Council approve a resolution authorizing the City Manager to enter into a lease agreement with ELP Commercial for the properties located at 1001 and 1003 Texas Street for use by the El Paso Police Department (EPPD) as a Property Office evidence storage facility and Internal Affairs offices. The term of this lease shall be for Sixty (60) Months beginning July 1, 2007. Additionally, it is requested that City Council authorize City staff to negotiate, City Attorney's Office to review, and the City Manager to execute any related contract documents and agreements necessary during the lease agreement.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
The Property Office and Internal Affairs offices are presently located at separate locations under two separate existing lease agreements. Combining the facilities provides economy of support resources and staffing and moves the Property Office into an appropriate facility that adequately meets its growing evidence storage requirements. The lease rate shall be $7.50 per square foot per year of designated office space and $2.00 per square foot of warehouse space for 14,508 square feet of office space and 3000 square feet of warehouse space for 1001 Texas Street (Building A) and 10,941 square feet of office space and 3,811 square feet of warehouse space for 1003 Texas Street (Building B) for the first Thirty-Six (36) Months of the initial term. The monthly rental for the initial term shall increase 4% beginning on July 1, 2010 and another increase of 4% increase beginning July 1, 2011. The City will pay $0.50 per square foot per year for full interior maintenance for year one, with an annual increase of 2.5%.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
No

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
Total Estimated Amount for the 5-year lease is $1,132,098. Annual projected costs are:

Year 1 - $220,619.50;
Year 2 - $221,022.75;
Year 3 - $221,436.08;
Year 4 - $230,039.33;
Year 5 - $238,980.35.

Funding for the lease will be paid out of EPPD's annual operating budget.

BOARD / COMMISSION ACTION: N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: **Richard Wiles, Chief of Police** _____

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: July 17th, 2007

CITY MANAGER: _____ **DATE:** _____

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07 JUL 12 PM 3:08

RESOLUTION

WHEREAS, City of El Paso desires to lease approximately 25,500 square feet of office space and 6,800 square feet of warehouse space at 1001 and 1003 Texas Street, El Paso, El Paso County, Texas, in order to relocate the El Paso Police Department property room and Internal Affairs Division operations; and

WHEREAS, the primary lease term will be five (5) years.

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

That the City Manager be authorized to sign a Lease Agreement between the City of El Paso and ELP Commercial, for approximately 25,500 square feet of office space and 6,800 square feet of warehouse space at 1001 and 1003 Texas Street, El Paso, El Paso County, Texas, to house the El Paso Police Department property room and Internal Affairs Division operations.

PASSED AND APPROVED on this the _____ day of _____, 2007.

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

for
Ernesto Rodriguez
Assistant City Attorney

APPROVED AS TO CONTENT:

Carmen Arrieta-Candelaria
Carmen Arrieta-Candelaria, CFO
Financial Services

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07 JUL 12 PM 3:08

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07 JUL 12 PM 3:08

LEASE AGREEMENT

AMEX PROPERTIES, LLC
LESSOR

CITY OF EL PASO
LESSEE

1001 AND 1003 TEXAS STREET
EL PASO, TEXAS 79901

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07 JUL 12 PM 3:08

THE STATE OF TEXAS §

§ **LEASE AGREEMENT**

COUNTY OF EL PASO §

This lease agreement is made and entered into as of _____, 2007, by and between Amex Properties, LLC (Lessor) and the City of El Paso (Lessee). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain property with the improvements thereon, hereinafter called the "Demised Premises", known as 1001 Texas Street (Building A) and 1003 Texas Street (Building B), Lots 1-16, Block 2, Franklin Heights Addition, City of El Paso, El Paso County, Texas.

The term of this lease shall be for Sixty (60) Months beginning August 1, 2007 and ending at midnight on July 31, 2012. The following terms, and conditions, and covenants are applicable/binding upon Lessor and Lessee if the conditions set forth in this paragraph are met:

1. **TAXES.** Lessor agrees to pay all general real estate taxes, assessments and governmental charges (hereinafter referred to as "the general taxes") levied against the Demised Premises for each real estate tax year during the lease term.

2. **UTILITIES.** Lessor agrees to provide and maintain the necessary mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service, cable service and sewerage service to the Demised Premises. All utilities related to the premises' operation such as water, sewer, gas, telephone and electricity as well as other services utilized by Lessee shall be paid by Lessee.

3. **OCCUPANCY.** This lease is subject to the zoning and building requirements and restrictions as set forth in the El Paso City Code. In particular, Lessor represents, warrants and covenants that, as of the first day of the initial term:

   (a) Lessor has good and marketable title to the Demised Premises;

   (b) The Demised Premises and all contents thereof are safe, structurally and environmentally sound and in good working order;

The Demised Premises conform and comply with all requirements of applicable laws, regulations and ordinances of every kind and fire standards, zoning and building code requirements, and environmental requirements and of every duly constituted authority having jurisdiction of the Demised Premises and of applicable Board of Fire Underwriters, rating bureau or similar organization, and the Demised Premises may lawfully be used for the purposes contemplated in this lease;

All utilities (including, but not limited to, water, gas, electricity, telephone and sewer) and similar services necessary or appropriate for the use of the Demised Premises for the purposes set out herein are installed to and available at the Demised building structures and the Demised Premises.

4. **RENT.** Lessee agrees to and shall pay Lessor at AMEX PROPERTIES, LLC, 116 S. Piedras El Paso TX 79905, or at such other place Lessor shall designate from time to time in writing rent for the demised premises. All rentals shall be due and payable in advance on the 1st day of each month based on an initial rental rate of $7.50 per square foot for office space, and $2.00 per square foot for warehouse space in the Demised Premises. This initial rental rate will apply for the first 36 months of the Lease term (i.e., from August 1, 2007 through July 31, 2010).

As additional rental, Lessee will also pay $0.50 per square foot (with such amount to increase effective on July 1 of each Lease year) for all space in the Demised Premises (i.e., the total of both office and warehouse space).

Lessor and Lessee agree that the square footage size of the Demised Premises is as follows:

1001 Texas (Building A)		**1003 Texas (Building B)**
14,508	Office Space	10,941
3,000	Warehouse Space	3,811
17,508	Total Space	14,752

CITY CLERK DEPT.
07 JUL 12 PM 3:08

The aggregate space in the Demised Premises is 32,260 square feet, comprised of 25,449 square feet of office space, and 6,811 square feet of warehouse space. Including all components of rental, the total rental payable for the term of this Lease is $1,132,098.00. This sum is payable by Lessee to Lessor on a monthly basis as follows:

Year 1 (August 1, 2007 through July 31, 2008):	$18,384.96 per month
Year 2 (August 1, 2008 through July 31, 2009):	$18,418.56 per month
Year 3 (August 1, 2009 through July 31, 2010):	$18,453.00 per month
Year 4 (August 1, 2010 through July 31, 2011):	$19,169.94 per month
Year 5 (August 1, 2011 through July 31, 2012):	$19,915.03 per month

5. **USE.** Lessee shall use the demised premises as offices and warehouse space, parking and other related office uses for the City of El Paso, and any other legal purpose. Lessee will pay actual costs for any design, improvements and/or renovations. Lessor acknowledges that Lessee's use of the Demised Premises is for public office and warehouse space with restricted public access to only portions of the demised premises. Lessee shall keep the Demised Premises neat, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the premises, arranging for the regular pick-up of such trash and garbage at Lessee's expense.

6. **MAINTENANCE AND REPAIRS.** Lessor shall keep the foundation, the exterior walls, the roof, heating, cooling, ventilation, plumbing and sewer systems, including plate glass; exterior windows, and doors and door closure devices of the Demised

Premises in good and effective repair. Lessor shall be responsible to repair and/or replace, at its sole cost and expense, any building component requiring said repair and replacement resulting from normal wear and tear, including all utility repairs relating to those items or systems which Lessor has a duty to maintain and repair. Lessor agrees that Lessee shall have the option to conduct background checks on the custodial and security guard contractor it proposes to provide for the Demised Premises. Lessor agrees that any negative results from the background checks shall warrant the rejection of proposed contractors.

In the event that the Demised Premises should become in need of repairs required to be made by Lessor hereunder, Lessee will give immediate notice in writing thereof to Lessor. Lessor agrees that, unless the repairs are an emergency or essential to the health and safety of Lessee, its agents, personnel or guests or which are essential to Lessee's use and occupancy of the Demised Premises, the repairs will begin within 2 weeks after notice. Repairs shall be initiated and completed with all reasonable speed and without delay. If repairs are not initiated by Lessor within forty-eight (48) hours of a notice for repairs which are an emergency or essential to the health and safety of Lessee, its agents, personnel or guests or which are essential to Lessee's use and occupancy of the Demised Premises, Lessee may:

> Make or have made such repairs, without liability to Lessor for any loss or damage which may result to Lessor by reason of such repairs, the cost and expenses of which shall be presumed reasonable, and Lessor shall immediately, upon receiving evidence of such costs and expenses, reimburse Lessee for the costs and expenses of such repairs; or allow an offset to rentals.

CITY CLERK DEPT.
07 JUL 12 PM 3:09

At the expiration of this lease, Lessee will surrender the Demised Premises in good condition, excepting reasonable wear and tear and losses. Lessor shall service the environmental systems, whether or not currently in use, namely: heating, ventilation, and cooling systems, hereinafter referred to as "the System," and will deliver the System to Lessee in good working order. Lessee will keep the System in good repair. Lessee will inform Lessor by telephone of need for the repair of the System. Immediately after receipt of such notice Lessor will have the System repaired.

7. **ALTERATIONS.** Lessee will not make any alteration, additions or improvements to the structure of the building which is a part of the Demised Premises without the prior written consent of Lessor, except for the installation of unattached, movable fixtures which may be installed without drilling, cutting or otherwise defacing the premises, and Lessor will not unreasonably withhold its consent if the structural soundness of the building is not impaired thereby, the value of the Demised Premises is not lessened, and the character of the building and remainder of the Demised Premises is not adversely affected thereby. Lessee may, without Lessor's consent, make non-structural changes and improvements, but Lessee will promptly notify Lessor of each such major change, alteration, addition or improvement. Lessee may, without Lessor's consent, install and store machinery, equipment, fixtures, supplies and the like which are necessary or appropriate for Lessee's permitted uses of the Demised Premises as

described above. All alterations, additions, improvements and fixtures, other than unattached, movable fixtures which may be made or installed by either Lessor or Lessee upon the Demised Premises, shall remain upon and be surrendered with the premises and become the property of Lessor at the termination of this lease, unless Lessee desires and requests their removal in which event Lessee will remove the same and restore the premises to their original condition (excepting normal wear and tear) at Lessee's expense.

8. **LESSOR'S RIGHT OF ACCESS.** Lessor shall have the right to enter upon the Demised Premises as arranged with and accompanied by Lessee's representatives during normal business hours or for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent premises.

9. **NON-LIABILITY FOR CERTAIN DAMAGES.** Lessor agrees to accept responsibility to Lessee and its employees, agents, and invitees for any injury to person or damage to property where such injury or damage results in whole or in part due to Lessor's failure to make required repairs or maintain those items which are Lessor's responsibility to repair and maintain as set forth in this lease. Lessor accepts responsibility only for any loss or damage that may be occasioned by or through the acts or omissions of any its authorized employees and agents.

10. **DAMAGE BY CASUALTY.** Lessee will give immediate written notice to Lessor of any damage caused to the Demised Premises or any part thereof by fire or other casualty. In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Lessor does not elect to terminate this lease as hereinafter provided, Lessor shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. If the building which is a part of the Demised Premises shall be destroyed or substantially damaged by fire or other casualty which Lessee determines substantially interferes with the Lessee's occupancy, then Lessor may elect either to terminate this lease or to proceed to rebuild and repair the Demised Premises. Lessor shall give written notice to Lessee of such election within ten (10) calendar days after the occurrence of such casualty and if Lessor elects to rebuild and repair shall proceed to do so with reasonable diligence and at its sole cost and expense.

CITY CLERK DEPT.
07 JUL 12 PM 3:09

Lessor's obligation to rebuild and repair under this agreement shall in any event be limited to restoring the Demised Premises and the buildings and improvements thereon and therein to substantially the condition in which the same existed prior to such casualty except for any fixtures and equipment installed by Lessee which were not to become permanent fixtures for the benefit of Lessor.

If, because of damage or destruction resulting from any cause whatsoever, the Demised Premises are damaged to the extent that Lessee determines that it cannot, without substantial inconvenience, expense or impairment of its ability to operate as necessary, carry on thereat all of the activities it theretofore carried on, including all of the activities described herein, then from the date of the occurrence of such damage or destruction until

the date such damage or destruction has been completely repaired and the Demised Premises have been restored to the condition they were in immediately prior to the occurrence of such damage or destruction, there shall be a complete abatement of rent (prorated on a daily basis), and Lessee shall not be obligated to pay rent for such period.

If, in the event of any damage to or destruction of the Demised Premises, Lessee reasonably concludes, based upon the written report of an architect, engineer, or contractor who is duly certified or licensed by the State of Texas or the highest authoritative regulatory agency for that profession including, but not limited to, a report issued by the City of El Paso's Departments of Development Services and Engineering that the restoration of the Demised Premises to the condition the condition in which they existed immediately prior to the occurrence of such damage or destruction is not likely to be completed until a date which is more than twenty-one (21) calendar days from the date such damage or destruction occurred, Lessee or Lessor may terminate without penalty or other liability this lease by giving written notice to Lessor by Lessee or written notice to Lessee by Lessor not later than five calendar (5) days after the occurrence of such damage or destruction, with the termination of the lease to be effective as of the date of such damage or destruction.

11. **PAYMENT FOR INSURANCE; INDEMNITY AND PUBLIC LIABILITY INSURANCE.** To the extent allowed by law and without waiving sovereign immunity, if applicable, Lessee will be responsible for its own actions related to, or arising out of, or in any way connected with its own actions or its use of the Demised Premises. Lessor shall not be liable to Lessee or to Lessee's employees, agents or visitors, or to any other person whosoever, for any injury to person or damage to property on or about the Demised Premises caused by the willful negligence or misconduct of Lessee, its employees, sublessees, licensees or concessionaires, or arising out of any breach or default by Lessee in the performance of its obligations hereunder. Lessee shall pay the premiums for liability, fire and extended coverage insurance carried by Lessee (hereinafter referred to as the "insurance premiums") during the lease term for the Demised Premises, including the building and improvements existing thereon or therein. Lessee throughout the term of this lease shall maintain, at its sole cost and expense, insurance coverage with a reliable insurance company or companies authorized to do business in Texas with respect to the buildings, the contents and the improvements now or hereafter located on, within or as part of the Demised Premises, of the following types and in the following amounts:

CITY CLERK DEPT.
07 JUL 12 PM 3:09

(a) Insurance coverage against loss or damage by fire and lightning and insurance against loss or damage by other risks embraced by "extended coverage" insurance in an amount not less than the full replacement cost of the building and improvements, now or hereafter existing on, about, within or as part of the Demised Premises as the same is determined in an amount sufficient to cover the Lessor's interest.

(b) Public liability insurance protecting Lessor against all claims for personal injury, death and property damage occurring upon, in, or at the Demised Premises. Said policies may be part of a Master Policy carried by Lessee and in such instance, the

limit includes and covers not only the building, but also all premises wherever located, now and in the future, owned or leased by Lessee. Lessee may carry for Lessee's benefit insurance upon other personal property of Lessee as shall be deemed necessary by Lessee. Upon Lessor's request, Lessee shall deliver to Lessor copies of Lessee's certificates of said policies of insurance to assure Lessor that Lessee's insurance coverage is adequate for the occurrences for which Lessee is responsible. Lessor shall not either do or suffer anything to be done whereby any of the insurance required by the provisions hereof shall or may be invalidated in whole or in part.

12. **DEFAULT BY LESSEE AND REMEDIES.** The following events may be deemed to be events of default by Lessee under this lease:

    (a) Lessee's failure to pay any installment of rent or any other obligation hereunder involving the payment of money and such failure shall continue for a period of fifteen (15) calendar days, except during such time at which Lessee's fiscal budget year is ending and commencing at which time Lessee shall not be considered in default of this lease unless thirty (30) calendar days have passed since the rental or other obligation involving money was due.

13. **HOLDING OVER.** In the event Lessee remains in possession of the Demised Premises after the expiration of the initial lease term without the execution of a new lease or without the mutual agreement of Lessor and Lessee to exercise the option term, Lessee shall be deemed to be occupying said premises as a Lessee from month-to-month at the rental herein provided and subject to all the conditions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

14. **NOTICES.** Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out below, or at such other addresses as they have theretofore specified by written notice.

    City of El Paso
    Attn: City Manager
    2 Civic Center Plaza
    El Paso, Texas 79901

and

    Police Chief
    El Paso Police Department
    911 Raynor St.
    El Paso, Texas 79903

CITY CLERK DEPT.
07 JUL 12 PM 3:09

and

Ms. Silvia Martinez, President
AMEX Properties, LLC
116 N. Piedras
El Paso, Texas 79905

CITY CLERK DEPT.
07 JUL 12 PM 3:09

15. **MISCELLANEOUS.**

a. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

b. The captions used herein are for convenience only and do not limit or amplify the provisions herein. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

c. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

d. Whenever a period of time is herein prescribed for action to be taken by either Lessor or Lessee respectively, said party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of that party.

e. Lessor agrees that if Lessee performs all of the covenants and agreements herein required to be performed by Lessee, Lessee shall, subject to the terms of this lease, at all times during the continuance of this lease have the peaceable and quiet enjoyment and possession of the Demised Premises.

f. This lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

g. The laws of the State of Texas shall govern the interpretation validity, performance, and enforcement of this lease. If any provision of this lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

h. The terms, provisions and covenants contained in this lease shall apply to inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

i. The respective obligations of the parties to keep, perform and observe any terms, covenants or conditions of this lease shall be at the sole cost and expense of the party so obligated.

j. The specified remedies to which Lessor or Lessee may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor or Lessee may be lawfully entitled in case of any breach or threatened breach of any provision of this lease.

CITY CLERK DEPT.
07 JUL 12 PM 3:09

k. In the event this lease is terminated by either party for any reason (other than a wrongful termination not authorized by the provisions of this lease) then, except to the extent expressly provided otherwise in this lease, as of the date of such termination all obligations of the parties under or with respect to this lease (including, but not limited to, Lessee's obligation to pay rent) shall cease.

l. Handicap Restrooms: Lessor shall construct, install and otherwise improve the restrooms for physically challenged individuals which meet the City or Federal ADA requirements for handicap restrooms, whichever is more restrictive and favorable to physically challenged individuals, prior to the Commencement Date of the lease.

m. This Lease Agreement is contingent upon funding. Notwithstanding anything contained in this Lease Agreement, in the event that funding beyond Lessee's Fiscal Year 2007/2008 is not available, as determined by the Lessee, this Lease Agreement may be terminated upon thirty days written notice to the Lessor with no further obligations or liability resulting on the part of either party.

16. **RIGHT OF FIRST REFUSAL.** If during the term of this lease the Lessor makes the Demised Premises available for sale or shall have a bona fide offer to purchase the Demised Premises which the Lessor desires to accept, the Lessor shall notify the Lessee in writing of such bona fide offer stating the price and other terms of the offer at which time Lessor shall have the first opportunity to purchase the demised premises on the same terms as the offer. Lessee shall have thirty (30) days following the mailing of this written notice within which to notify the Lessor in writing as to whether the Lessee desires to purchase the Demised Premises.

Any neglect or failure on the part of the Lessee to respond to the Lessor's notice of sale or bona fide offer shall be conclusively deemed to be an election not to purchase the Demised Premises.

17. **HAZARDOUS MATERIALS.** Lessor warrants and represents that the Property does not contain "Hazardous Materials", as that phase is defined herein. For purposes of this

provision, the phrase "Hazardous Materials" shall mean and include any toxic contaminated or other hazardous materials including, without limitation, asbestos, PCB, transformers, underground storage containers, materials containing any radioactive substances, petroleum base products, paints, solvents, lead, cyanide, DDT, acids, pesticides, ammonium compounds, and any other substance forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic wastes, hazardous materials, or undesirable substances injurious to the health of occupants living or working in or around the subject Property, Lessor acknowledges that current and future federal, state, and local laws and regulations may require the clean up of any such Hazardous Materials at the expense of those persons who in the past, present, or future may have had or continue to have any interest in the Property including, but not limited to, current, past, and future owners and users, including tenants, of the Property. The cost and expense of such clean up may be substantial. Lessor acknowledges and agrees that Lessor shall look solely to experts and professionals selected by Lessor to advise Lessor with respect to the condition of the Property.

18. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

19. **TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the laws of the State of Texas.

20. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

21. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

EXECUTED AS OF THE DATE HEREIN ABOVE STATED.

LESSEE: THE CITY OF EL PASO

_____

Joyce Wilson, City Manager

LESSOR: AMEX PROPERTIES, LLC

By: _____

Silvia Martinez, President

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07 JUL 12 PM 3:09

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APPROVED AS TO FORM:

Ernesto Rodriguez,
Assistant City Attorney

APPROVED AS TO CONTENT:

Carmen Arrieta-Candelaria,
Chief Financial Officer

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07 JUL 12 PM 3:09