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

DEPARTMENT:

AGENDA DATE: **September 25, 2007**

CONTACT PERSON/PHONE: Deborah Hamlyn 541-4686

DISTRICT(S) AFFECTED: District 8

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.

That the City Manager be authorized to sign a Contract of Sale between the CITY OF EL PASO and YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER EL PASO for the purchase of Block 269, Campbell Addition, El Paso, El Paso County, Texas, also known as 701 Montana Ave., and That the City Manager, or her designee, be authorized to sign any necessary documents to accomplish the intent of this Resolution.

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 City Manager be authorized to sign a Contract of Sale in the amount of $1,875,000 between the City of El Paso and the Young Men's Christian Association of Greater El Paso for the purchase of Block 269, Campbell Addition, El Paso, El Paso County, Texas, also known as 701 Montana Avenue, and that the City Manager, or her designee, be authorized to sign any necessary documents to accomplish the intent of the Resolution. A term and condition of the Contract of Sale is that the City will lease the building back to the Young Men's Christian Association of Greater El Paso. The term of the Lease Agreement will be effective from the date of closing on the City's acquisition of the property through April 30, 2008. The YMCA will be responsible for all utilities, maintenance, and repair of premises during the terms of the lease. The YMCA will be required to insure the premises under the lease. In addition, the YMCA will pay the City rent in the amount of $6,180, monthly, through December 31, 2007; thereafter, from January 1, 2008 until April 30, 2008 the amount of $5,940. Funding source for this transaction is FUND 27503 City Capital Projects.

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?

Fund 27503 City Capital Projects

BOARD / COMMISSION ACTION:
Enter appropriate comments or N/A

CITY CLERK DEPT.
07SEP 17 PM 3:00

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

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

DEPARTMENT HEAD: Carmen Arrieta Candelaria

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

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: [signature] - DCM/DOC **DATE:** 9/17/07

CITY CLERK DEPT.
07 SEP 17 PM 3:00

RESOLUTION

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

That the City Manager be authorized to sign a Contract of Sale between the CITY OF EL PASO and the YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER EL PASO, TEXAS AND RIO GRANDE VALLEY for the purchase of

Block 269, Campbell Addition, El Paso, El Paso County, Texas, also known as 701 Montana Ave., and

That the City Manager, or her designee, be authorized to sign any necessary documents to accomplish the intent of this Resolution.

ADOPTED this _____ day of _____, 2007.

THE CITY OF EL PASO

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:
Theresa Cullen-Garney
Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:
Carmen Arrieta-Candelaria
Carmen Arrieta-Candelaria
Chief Financial Officer

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CITY CLERK DEPT.

Doc #: 33360
CAM/YMCA Montana/Reso

STATE OF TEXAS §
§ **CONTRACT OF SALE**
COUNTY OF EL PASO §

This Agreement is entered into as of the _____ day of _____, 2007 by and between the **CITY OF EL PASO,** hereinafter referred to as the "City," and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER EL PASO, TEXAS AND RIO GRANDE VALLEY,** hereinafter referred to as the "Seller."

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Property. The Seller hereby agrees to sell and convey and the City hereby agrees to acquire free and clear of any liens or encumbrances, unless agreed to by the City, the following real property located in El Paso County, Texas:

Block 269, Campbell Addition, El Paso County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

together with any interest of the Seller in (i) all improvements, if any, and (ii) all right, title and interest of the Seller in and to any easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property, hereinafter collectively referred to as the "Property."

1.1 **"AS IS" CONDITION. UPON THE EFFECTIVE DATE OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGED THAT THE SELLER HAS DELIVERED TO THE CITY POSSESSION OF THE PREMISES SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THE CITY ACCEPTS THE PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY THE SELLER THAT THE PREMISES IS SUITABLE, HABITABLE, OR FIT FOR A PARTICULAR PURPOSE. THE CITY ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION WITH RESPECT TO THE CONDITION OF THE PREMISES, BUT IS RELYING UPON ITS OWN EXAMINATION OF THE PREMISES.**

2. Amount of Payment of Purchase Price. The purchase price for the Property shall be a total of One Million, Eight Hundred Seventy-Five Thousand and 00/100 Dollars ($1,875,000.00).

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2.1 Payment of Purchase Price. The full amount of the purchase price will be payable in cash at the closing. Not withstanding the prior sentence, the parties agree as follows: (a) this Contract and the Lease shall be signed on or before Oct. 1, 2007 and delivered to the Title Company.

2.2 Escrow Deposit. The City shall deposit with Sierra Title Company, 4849 N. Mesa, El Paso, Texas 79912, (the "Agent" or the "Title Company"), in escrow, the sum of Fifty Thousand and No/ 100 Dollars ($50,000.00) (the "Escrow Deposit"), which shall be deposited with the Agent (in cash or other immediately available funds) within three (3) business days after the City's actual receipt from the Agent, of (a) a written notification that Agent has received a fully executed original of this Contract, signed by the Seller and the City. The Agent shall invest the Escrow Deposit in an interest-bearing account insured by the Federal Deposit Insurance Corporation, and to be held and disbursed by the Agent strictly in accordance with the terms and provisions of this Contract. In the event the City fails to deposit the Escrow Deposit with the Agent within said three (3) day period, the Seller, at its option, may terminate this Contract. Any interest which shall accrue on the Escrow Deposit from and after the date hereof through the date on which the Escrow Deposit is or should have been disbursed by the Agent shall constitute part of the Escrow Deposit. At such time as the Closing shall have been consummated, the Escrow Deposit, together with all interest accrued thereon, shall be returned to the City or, at the option of the City, disbursed to the Seller and applied to the payment of the Purchase Price.

3. Conditions to City's Obligations. The obligations of the Seller hereunder to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the City, at or prior to Closing.

3.1 Inspection. Subject to the provisions of Paragraph 6.1 hereinafter, the City shall complete its inspection of the Property on or before Oct. 5, 2007 (the "Inspection Period"). For the purposes hereof, the City may complete or cause to be completed inspections of the Property by inspectors of the City's choice. Inspections may include, but shall not be limited to: (i) physical property inspections; (ii) environmental assessment or engineering study including the performance of tests such as soils tests, water tests or air sampling. The Seller shall permit the City and the City's inspectors access to the Property at all reasonable times. In the case of any invasive testing (taking samples, etc.), the City shall provide to the Seller evidence that the consultant making such inspection carries liability insurance and is properly licensed. During the Inspection Period, the City may determine in its sole and absolute discretion whether the Property is suitable for the City's needs. In the event that the City in its sole and absolute discretion determines that the Property is not suitable for its needs, the City may terminate this Contract by delivering a written termination notice to the Seller within the Inspection Period in which case the Escrow Deposit (less $100 which is independent contract consideration for this right to cancel), along with all interest accrued or earned thereon,

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will be refunded to the City. During the Inspection Period, the Seller covenants and agrees to make available to the City the Property. Such inspection shall be conducted by the City, and permitted by the Seller, on business days during normal business hours. All information provided by the Seller to the City or obtained by the City relating to the Property in the course of its review shall be treated as confidential information by the City, to the extent allowed by Texas State law, and in the event the City terminates this Contract, the City shall provide the Seller with all reports, studies, documents and other information obtained by the City relating to the Property. To the extent allowed by Texas State law, the City shall be liable for all damage or injury to any person or Property resulting from any such inspection occasioned by the acts of the City, its employees, agents or representatives.

3.2 Title Insurance. Within five (5) working days after the date of execution of this contract, the City at its expense will order a title commitment ("Commitment"), accompanied by copies of all recorded documents affecting the property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the City ("Owner's Policy").

3.3 Title Objections. The City will give the Seller written notice on or before the expiration of ten (10) working days after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the City states that the condition is not satisfactory, the City will specifically set forth in such notice the defect or exception to title that is deemed objectionable. The Seller may at its option promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the City. Otherwise, this condition will be deemed acceptable and any objection by the City will be deemed waived.

3.4 Survey. The City, at it's cost, shall have the option of obtaining, not later than ten (10) calendar days after the Effective Date, a survey of the Property prepared by Dorado Engineering, Inc. (the "Survey"). If the City obtains a survey it will furnish the Seller with a copy within the ten (10) calendar days after the Effective Date, the City will cause the Survey to reflect the following information:

(a) If not in place, permanently monument the corners of the Property with substantial iron stakes;

(b) Compute and certify in writing the total area (expressed in acres) to be conveyed to the City;

(c) Show all easements, encumbrance or servitude affecting the Property and improvements or other structures situated thereon;

(d) Place a certification on the plat of survey as follows:

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The undersigned does hereby certify that (i) this survey was this day made upon the ground of the property reflected hereon, for the benefit of and reliance by the Seller, the City, and the Title Company, (ii) the description of the Property contained hereon is correct, (iii) except as shown hereon, there are no discrepancies, conflicts, shortages in area, encroachments, improvements, overlapping of improvements, set-back lines, easements, or roadways.

3.5 Objections to Survey. The City shall give the Seller written notice no later than ten (10) calendar days after receipt of the survey that the condition of the Survey is or is not satisfactory (the "Termination Date"). In the event the City fails to give such written notice on or before the expiration of the Termination Date, the City shall be deemed to have determined that the Survey is satisfactory. In the event the City states in such written notice that the Survey is not satisfactory, the City shall specifically identify those items or exceptions which are not satisfactory and the reason therefore, and the Seller, at its option and without any obligation to do so, may attempt to cure or correct such items or exceptions. In the event the Seller does not cure or correct such items or exceptions within ten (10) calendar days after receipt of the City's written notice, the City shall either (A) accept the Survey subject to the unsatisfactory items or exceptions raised by the City, without any adjustment in the Purchase Price because of such items or exceptions, in which event such items or exceptions shall be deemed to have been waived for all purposes, or (B) terminate this Contract, in which event the Escrow Deposit, together with all interest accrued thereon, shall be paid to the City.

4. Representations and Warranties of Seller. The Seller hereby represents, to the best of its knowledge, covenants, and warrants to the City, as follows:

4.1 Parties in Possession. Other than the lease referenced in Paragraph 5.1, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise, other than those month to month sub-tenants identified in Exhibit "B".

4.2 Legal and Authorized Transactions. The Seller warrants that no person or persons own an interest in the fee title in the Property other than the Seller and that the joinder of no other third party shall be required to consummate this transaction.

(a) The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. The execution and delivery of this Contract by the Signatories hereto on behalf of the Seller and the performance of this Contract by the signatories hereto on behalf of the Seller and the performance of this Contract by the Seller have been duly authorized by the Seller, and this Contract is binding on the Seller and enforceable against the Seller in accordance with its terms. No consent to such execution, delivery and performance is required from any joint venturer, creditor, investor, judicial or administrative body, governmental authority or other party other than any such consent, which

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already has been unconditionally given. Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will violate any restriction, court order or agreement to which the Seller or, to the knowledge of the Seller, the Property is subject.

(b) The execution and delivery of, and the performance by the Seller of its obligations under this Contract do not and will not (a) contravene, or constitute a default under, any provision of (i) the Seller's organizational documents, or (ii) applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon the Seller or, to the knowledge of the Seller, to which the Property is subject, the result of which could have a material adverse effect on the value of the Property or the Seller's ability to sell the Property to the City and/or the Seller's ability to perform its obligations under this Contract, or (b) result in the creation of any lien or other encumbrance on any asset of the Seller.

(c) The Seller is not a "foreign person' as that term is defined in Section 1445 and 7701 of the Internal Revenue Code of 1986, as amended (the "Code");

4.3 Mechanic's Lien. To the Seller's best knowledge and belief: (i) no action has been taken, suffered or permitted by or on behalf of the Seller, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; or (ii) no liens or lien claims, choate or inchoate, arising from the Seller's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property. Except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use of ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

4.4 Litigation. There is no action, suit, proceeding or claim affecting the Property or any portion thereof nor affecting the Seller and relating to the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality nor, to the knowledge of the Seller, is any such action, suit, proceeding or claim threatened or being asserted.

4.5 Bills Paid. At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property, except those incurred in the ordinary course of business operations for which the Seller will be responsible.

4.6 Compliance With Law. To the Seller's knowledge, the Property is in compliance with all applicable laws, ordinances, rules and regulations of any Government or any

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agency, body or subdivision, including any environmental issues related to the Seller's activities thereof.

4.7 Taxes. To the best of the Seller's knowledge, no state or municipal taxes are due with respect to the Property and no liens for such taxes are in effect against the Property, except as set forth on the Title Commitment. The Seller agrees to pay the prorated taxes due on the Property for the year 2007 through the date of Closing.

4.8 Pre-Closing Claims.

A. The Seller agrees that the City's acceptance of title to the Property under the conveyance documents should not create any liability on the City's part to third parties that have claims of any kind against the Seller in connection with the Property. The City hereby expressly disclaims any and all liability to third parties that have any claims against the Seller. The City will not assume or agree to discharge any liabilities pertaining to the Property that occurred or accrued prior to the date of Closing, except those described in Paragraph 3.1. The Seller agrees to indemnify and hold the City harmless from and against any claims, injuries, liabilities, losses, damages, or expenses, including attorneys' fees and court costs, pertaining to claims arising out of the use or occupancy of the Property, and accruing prior to and arising from events that occurred prior to the date of Closing, except those described in Paragraph 3.1.

B. The Seller agrees to indemnify and hold the City harmless from and against any and all claims, injuries, liabilities, losses, damages, or expenses, including attorneys fees and court costs, pertaining to claims arising out of the use or occupancy of the Property, accruing prior to and arising from events that occurred prior to the date of Closing, and arising from any of the following: (i) testing or inspection obligations required by federal or state environmental agencies, including without limitation any required after the date of Closing; (ii) pending environmental investigations or cases by the Texas Commission on Environmental Quality known to the Seller; or (iii) the acts or omissions of the Seller on the Property. The City acknowledges that it will assume the costs of any remediation obligations as of the date of Closing. The Seller and the City each agree to promptly inform other party of any correspondence, directive, inquiry, demand, request, or similar communication from any federal or state environmental agency relating to the Property, to reasonably cooperate with the other party on the response to and handling of such communication and any related proceeding, and allow the reasonable participation of the other party in connection with the same.

4.9 Authority. The Seller has full right, power and authority to convey the property to the City and to consummate this transaction as provided in this Contract without the joinder of any other person or entity.

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4.10 Title. The Seller has good and indefeasible title to a fee simple estate in the Property, subject to no liens, charges, encumbrances or exceptions other than those shown on the Title Commitment.

4.11 Condition of Property Prior to Closing. Prior to Closing, the Seller shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the City.

4.12 Notices. The Seller has not received any notice that the Property is in violation of any federal of state environmental laws or regulations, or any ordinance of the City of El Paso.

The Seller has not received any notice of any condemnation or similar proceedings having been instituted or threatened against the Property or any part thereof nor, to the Seller's best knowledge, is any such proceeding threatened or contemplated.

4.13 Right of First Refusal. The Seller has not granted any person or entity an option to purchase the Property and not granted any person or entity a right of first refusal to purchase the Property.

4.14 Access. The Property has access to all abutting public streets.

4.15 Misrepresentation. The Seller shall indemnify and hold the City harmless from and against any losses, damages, costs or expenses (including attorneys' fees) incurred by the City as a direct or indirect result of (i) breach of any representation or warranty of the Seller contained in this document, or (ii) any breach or default by the Seller under any of the covenants or agreements contained in this document to be performed by the Seller, all of which shall survive the Closing hereof.

4.16 Survival. All representations, warranties, covenants and agreements of the Seller made in this document, including without limitation any indemnity obligations, shall survive the execution and delivery hereof and of the Deed as well as the Closing hereunder, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms [if and as applicable] or shall have been discharged in full.

5. Closing. The closing of this transaction ("Closing") shall take place on or before Oct. 31, 2007, at the offices of Sierra Title Company, 4849 N. Mesa, El Paso, Texas 79912.

5.1 Lease. At Closing, the City agrees to lease the Property to the Seller, through April 30, 2008, pursuant to the terms and conditions of a Lease Agreement, being in form and substance as set forth in Exhibit "C", attached hereto and incorporated herein (the "Lease"). The lease shall be signed at Closing.

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5.2 Real Property Taxes. The Seller agrees to pay the prorated taxes due on the Property for the year 2007 through the date of Closing.

5.3 Closing Costs.

(a) All recording fees arising from the recordation of documents necessary to show good title to the Property shall be paid by the City.

(b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the City.

(c) Each party shall pay its own attorneys' fees.

5.4 Seller's Obligations. At Closing, the Seller shall deliver to the City a duly executed and acknowledged Warranty Deed to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for (i) ad valorem taxes for the year of Closing which shall be prorated to the date of Closing, (ii) the standard printed exceptions contained in the usual form of the Owner's Policy, and (iii) any other exceptions set forth in the Title Policy which the City has approved pursuant to Paragraph 3.3 above, in a form approved by the City and a copy of the corporate resolution of Young Men's Christian Association of Greater El Paso, Texas and Rio Grande Valley, certified by an officer evidencing the authority of the person signing the Contract, the Deed and other documents to be executed the Seller at the Closing.

5.5 Other Obligations. Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

6. Termination/Default.

6.1 Permitted Termination. If this Contract is terminated by the City pursuant to a right expressly given it to do so in this Contract, the Escrow Deposit (less the Independent Contract Consideration), together with any interest accrued or earned thereon, shall immediately be returned to the City and neither party shall have any further rights or obligations hereunder. If this Contract is terminated by the Seller pursuant to a right expressly given them to do so in this Contract, and in the absence of default by the Seller, the Escrow Deposit (including the Independent Contract Consideration), together with any interest accrued or earned thereon, shall immediately be delivered to the City.

6.2 Default by the Seller.

(a) The Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

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(1) Any of the Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect;

(2) The Seller shall fail to meet, comply with, or perform any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Contract, for any reason.

(b) In the event of a default by the Seller, the City's sole and exclusive remedies shall be to:

(1) In the event that the Seller shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the City's default, or the termination of this Agreement in accordance with its terms, the City may (a) terminate this Contract by written notice delivered to the Seller at or prior to the Closing and receive a refund of the Escrow Deposit free and clear of any claims by the Seller, or (b) enforce specific performance of this Agreement.

6.3 Default by the City. In the event that the City shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the Seller's default, or the termination of this Agreement in accordance with its terms, due to the difficulty of assessing the Seller's actual damages as a result of such breach by City, the Seller shall have a right to receive the $100.00 as independent consideration, such sum being agreed upon as liquidated damages for the failure of the City to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement, and the Seller agrees to accept and take such cash payment as its total, reasonable damages and relief and as the Seller's sole, exclusive remedy hereunder in such event. In the event of a default by the City, the Seller, as the Seller's sole and exclusive remedy for such default shall be to terminate this Contract by notice to the City and retain the City's Escrow Deposit, it being agreed between the City and the Seller that such sum shall be liquidated damages for a default of the City because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default.

7. DAMAGE OR CONDEMNATION PRIOR TO THE CLOSING

If prior to the Closing there shall occur:

(a) the damage or destruction to all or any substantial portion of the Property caused by fire or other casualty; or

(b) the taking or condemnation of all or any substantial portion of the Property by eminent domain or deed in lieu thereof, then the City, at its option, may terminate this Contract by written notice given to the Seller within twenty (20) calendar days after the

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Seller notifies the City of such damage or destruction caused by casualty or such taking or condemnation by eminent domain or deed in lieu thereof, but in no event later than the calendar day preceding the Closing Date, in which event the Escrow Deposit, together with all interest accrued thereon, shall be paid to the City. If the City does not so elect to terminate this Contract, the Closing shall take place as provided herein, the Seller shall deliver to the City at the Closing any proceeds actually received by the Seller attributable to the Property from such occurrence, and there shall be no reduction of the Purchase Price. For purposes of this Paragraph, a "substantial portion" of the Property shall be deemed to include any damage or destruction caused by casualty to or any taking or condemnation by eminent domain or deed in lieu thereof of the Property, the cost of which to repair is equal to or exceeds the sum of $1,000.00 and shall not include any damage or destruction caused by casualty to or any taking or condemnation by eminent domain or deed in lieu hereof of the Property, the cost of which to repair is less than the sum of $1,000.00. In the event the damage or destruction caused by casualty to or the taking or condemnation by eminent domain or deed in lieu thereof of the Property does not affect all or any substantial portion of the Property, the City shall not have the right to terminate this Contract, the Closing shall take place as provided herein, the Seller shall deliver to the City at the Closing any proceeds actually received by the Seller attributable to the Property from such occurrence, and there shall be no reduction of the Purchase Price.

8. Miscellaneous.

8.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

Seller: Young Men's Christian Association of Greater El Paso, Texas and Rio Grande Valley
Attn: Burt Blacksher, Board of Directors Chairman
701 Montana Ave.
El Paso, Texas 79902

City: City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

9. Entire Agreement/Governing Law. **This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or**

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supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.

9.1 Time. Time is of the essence of this Agreement and each and every provision hereof.

9.2 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

9.3 Survival of Provisions. The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.

9.4 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

9.5 Compliance. In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the City or its representatives is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.

9.6 Reservation. The City reserves, and does not waive, its rights of sovereign immunity and similar rights and its rights under the Texas Tort Claims Act.

(Signatures begin on following page)

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The above instrument, together with all conditions thereto is hereby EXECUTED by the Seller to be effective as of the 25th day of September, 2007.

SELLER:

Young Men's Christian Association of Greater El Paso, Texas and Rio Grande Valley

By: _____
Name: Burt Blackshear
Title: Board President

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 20th day of Sept, 2007 by Burt Blackshear as Board President of Young Men's Christian Association of Greater El Paso, Texas and Rio Grande Valley.

_____
Notary Public, State of Texas

My Commission Expires:

JOSIE HERNANDEZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
02-24-2011

(Signatures continue on following page)

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EXECUTED by the City of El Paso to be effective as of the 25th day of Sept, 2007.

City of El Paso

By: _____
Joyce Wilson
City Manager

APPROVED AS TO CONTENT:

Carmen Arrieta-Candelaria
Carmen Arrieta-Candalaria
Chief Financial Officer

APPROVED AS TO FORM:

Theresa Cullen-Garney
Theresa Cullen-Garney
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2007 by Joyce Wilson, City Manager of the City of El Paso.

_____
Notary Public, State of Texas

My Commission Expires:

_____

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CITY CLERK DEPT.

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

801 MONTANA
CAMPBELL ADDITION
BLOCK 269

Metes and Bounds description of a parcel of land, being all of Block 269, Campbell Addition located in County of El Paso, City of El Paso, Texas and being more particularly described as follows:

From a City of El Paso monument located ten and no hundredths (10.00) feet, North and East of the centerline intersection of Rio Grande Avenue and Ochoa Street; Thence North 52° 23' 00" East, a distance of twenty five and no hundredths (25.00) feet to a point; Thence forty five and no hundredths (45.00) feet, a bearing of South 37° 37' 00" East, to a corner, said corner being the intersection of the Southerly Right-of-Way line of Rio Grande Avenue and the Easterly Right-of-Way line of Ochoa Street, and also being the Point of Beginning;

Thence North 52° 23' 00" East, along said Right-of-Way line of Rio Grande Avenue, a distance of two hundred sixty and no hundredths (260.00) feet to a corner, said corner being the intersection of said Right-of-Way line of Rio Grande Avenue and the Westerly Right-of-Way line of Virginia Street;

Thence South 37° 37' 00" East, a distance of two hundred sixty and no hundredths (260.00) feet, along said Right-of-Way line of Virginia Street to a corner, said corner being the intersection of the Westerly Right-of-Way line of Virginia Street and the Northerly Right-of-Way line of Montana Avenue;

Thence South 52° 23' 00" West, along said Right-of-Way line of Montana Avenue, a distance of two hundred sixty and no hundredths (260.00) feet, to a corner said corner being the Northerly Right-of-Way line of Montana Avenue and Easterly Right-of-Way line of Ochoa Street;

Thence along said Right-of-Way line of Ochoa Street, North 37° 37' 00" West a distance of two hundred sixty and no hundredths (260.00) feet to a corner, said corner being the Point of Beginning;

Said parcel of land contains 67,600 square feet or 1.552 acres more or less.

Fermin Dorado R.P.L.S.

September 11, 2007

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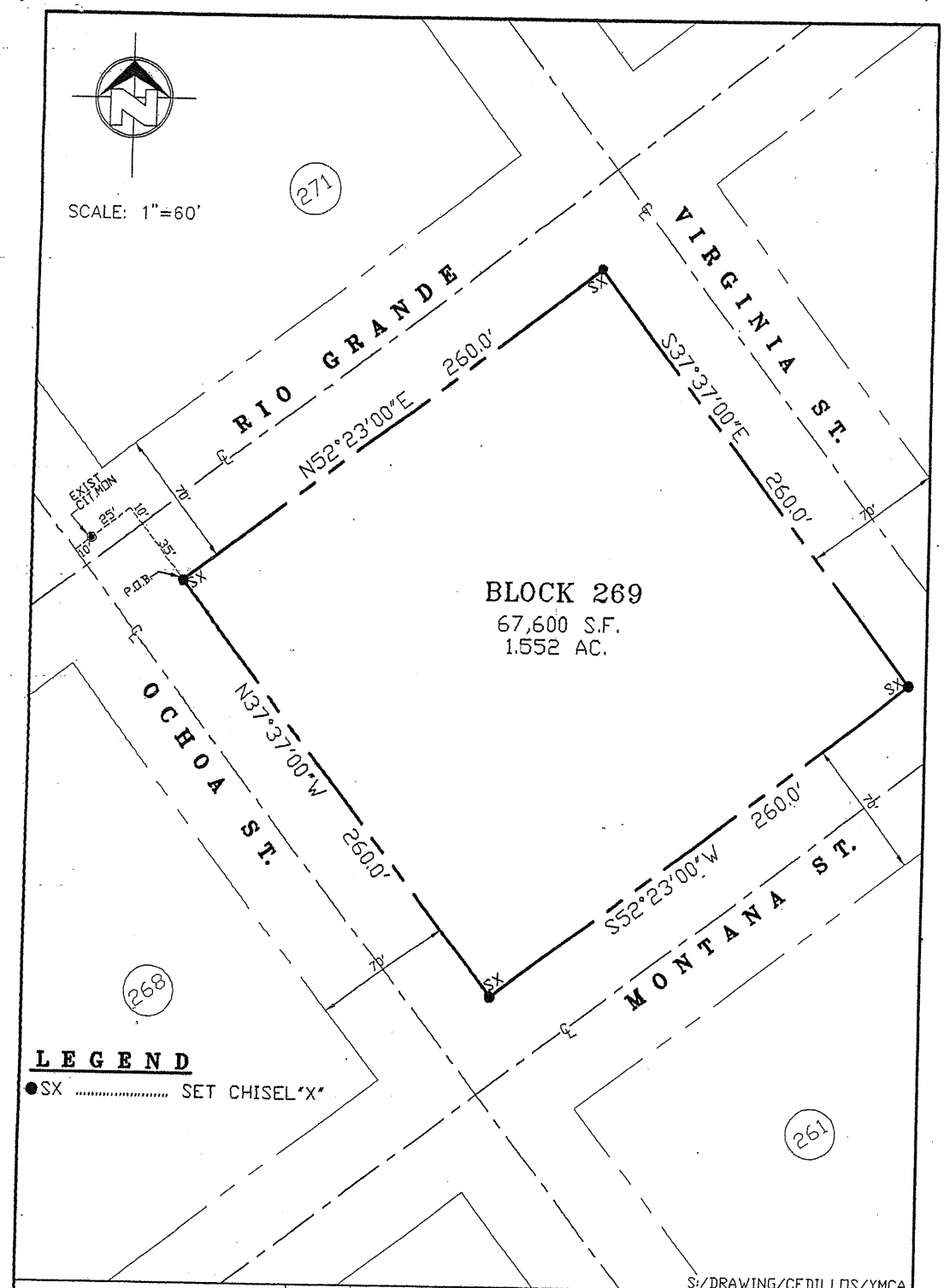
Exhibit "A"
1 of 2



S:/DRAWING/CEDILLOS/YMCA

THIS IS TO CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED FERMIN DORADO 3190 PROFESSIONAL LAND SURVEYOR

09/10/07

REGISTERED PUBLIC SURVEYOR

601 MONTANA ST.
CAMPBELL ADDITION
ALL OF BLOCK 269
CITY OF EL PASO, EL PASO COUNTY, TEXAS

DORADO
ENGINEERING, INC.

ENGINEERS SURVEYORS PLANNERS

2717 E. YANDELL, EL PASO, TEXAS 79903 (915)562-0002

DATE: 09/10/07
SCALE: 1" = 60'
DRAWN BY: S.G
CHECKED BY: FD
FLOOD ZONE: C
PANEL NUMBER: 480214-0039B
DATED: 10/15/82

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Exhibit "A" 2012

Tenant Estoppel Certificate

Lessee: Mecedes Gaytan

Lessor: Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley - Central Branch

My name is Mercedes Gaytan, I am Operations Manager the Coffee Shop and this Tenant's Estoppel Certificate is made to set forth the following:

9. Mercedes Gaytan occupies space in the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley, downtown building - Central Branch, located at 701 Montana under and oral month-to-month lease.
10. No written lease exists between Mercedes Gaytan and the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley.
11. We currently pay $250.00 as our monthly rental charge
12. Neither Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley nor Merdedes Gaytan is in default under our oral monthly lease.

Mercedes Gaytan Date 9-19-07

By Mercedes Gaytan

Burt Blacksher Date 9.19.07

Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley by Burt Blacksher, Board of Directors Chairman YMCA

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Exhibit "B"
1 of 3

Tenant Estoppel Certificate

Lessee: Salle De Long Fencing School

Lessor: Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley - Central Branch

My name is Margaret De Long, I am Owner of Salle De Long Fencing School and this Tenant's Estoppel Certificate is made to set forth the following:

5. Salle De Long Fencing School occupies space in the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley, downtown building - Central Branch, located at 701 Montana under and oral month-to-month lease.
6. No written lease exists between Salle De Long Fencing School and the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley.
7. We currently pay $600.00 as our monthly rental charge
8. Neither Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley nor Salle De Long Fencing School is in default under our oral monthly lease.

Margaret De Long. Date 9/19/07

Salle De Long Fencing School by Margaret De Long, Owner

Burt Blacksher Date 9-19-07

Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley by Burt Blacksher, Board of Directors Chairman YMCA

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Exhibit "B"
2 of 3

Tenant Estoppel Certificate

Lessee: Special Olympics Texas Inc. Area 19 El Paso

Lessor: Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley - Central Branch

My name is Ralph Rodriguez, I am Executive Director of Special Olympics Texas Inc. Area 19 El Paso and this Tenant's Estoppel Certificate is made to set forth the following:

1. Special Olympics Texas Inc. Area 19 El Paso occupies space in the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley, downtown building - Central Branch, located at 701 Montana under and oral month-to-month lease.
2. No written lease exists between Special Olympics Texas Inc. Area 19 El Paso and the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley.
3. We currently pay $250.00 as our monthly rental charge
4. Neither Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley nor Special Olympics Texas Inc. Area 19 El Paso is in default under our oral monthly lease.

_____ Date 9-19-07

Special Olympics Texas Inc. Area 19 El Paso by Ralph Rodriguez, Executive Director

_____ Date 9-19-07

Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley by Burt Blacksher, Board of Directors Chairman

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Exhibit "B"
3 of 3

LEASE AGREEMENT

THIS LEASE AGREEMENT ("this Lease") is made as of the Effective Date by and between by the City and the Tenant hereinafter named.

ARTICLE I.
Definitions and Certain Basic Provisions

1.01.

(A) City: City of El Paso

(B) City's Address: City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

(C) Tenant: Young Men's Christian Association of Greater El Paso, Texas and Rio Grande Valley

(D) Tenant's Address: Attn: Burt Blacksher, Board of Directors Chairman
701 Montana Ave.
El Paso, Texas 79902

(E) Premises: The real property and improvements in the City of El Paso, El Paso County, Texas described as Block 269, Campbell Addition, also known as 701 Montana Ave., and more particularly described by metes and bounds in Attachment "1", attached hereto and incorporated herein.

(F) Lease Term: As set forth in Article III.

(G) Rent: As set forth in Article IV.

(H) Permitted Use: Office and recreational related uses as identified in Attachment "2", attached hereto and incorporated herein.

(I) Security Deposit: $0

Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease.

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Exhibit "C"

ARTICLE II.
Granting Clause

2.01. In consideration of the obligation of the Tenant to pay rent as herein provided and in consideration of the other terms, covenants and conditions hereof, the City hereby demises and leases to the Tenant, and the Tenant hereby takes from the City, the Premises as described in Section 1.01(E), TO HAVE AND TO HOLD said Premises for the lease term specified in Section 1.01(F), all upon the terms and conditions set forth in this Lease.

ARTICLE III.
Term

3.01. The City agrees to, and does hereby, lease the Premises to the Tenant for a term (the "Term") commencing as of _____, 2007 (the "Effective"), and terminating at 11:59 P.M. on April 30, 2008.

3.02. Should at any time the City, for any reason, decide that the Premises are needed for its use, the City Manager may terminate the Agreement upon sixty (60) days' written notice to the Tenant with an opportunity for the Tenant to appear before the City Council, and, at no cost to the City, the City can take possession of the Premises. All rights of the Tenant in the Premises shall then be terminated, and the Tenant shall be entitled to no reimbursement or compensation under this Lease Agreement.

ARTICLE IV.
Rent and Other Matters

4.01 As rent for the Premises (the "Minimum Guaranteed Rental"), the Tenant agrees to pay to the City rent of Six Thousand One Hundred Eighty and no/100 Dollars ($6,180.00), monthly, payable in advance [without proration, abatement, deduction or offset, except insofar as any such abatement, deduction or offset is expressly permitted under this Lease] through December 31, 2007. After January 1, 2008, because the Tenant will be occupying fewer a reduced area as rent for the Premises (the "Minimum Guaranteed Rental"), the Tenant agrees to pay to the City rent of Five Thousand Nine Hundred Forty and no/100 Dollars ($5,940.00) monthly, payable in advance [without proration, abatement, deduction or offset, except insofar as any such abatement, deduction or offset is expressly permitted under this Lease] through the end of the lease on April 30, 2008.

4.02. Rental shall accrue hereunder from _____, 2007 (the "Rent Commencement Date"), and shall be payable to the City at the place designated as the City's address. It is agreed by the City and the Tenant that this Lease is binding upon the parties and enforceable according to its terms, even if the Rent Commencement Date hereof is after the Effective Date hereof.

4.03. The Tenant shall pay to the City at its address the Minimum Guaranteed Rental in monthly installments in the amounts specified in Section 4.01 above. The first such monthly installment shall be due and payable on or before the Rent Commencement Date, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month

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during the hereby demised term. The Minimum Guaranteed Rental shall be paid to the City without notice or demand and without deduction, abatement or setoff.

4.04. The obligation of the Tenant to pay rent during any term hereof is an independent covenant, and no act or circumstance whatsoever, whether such act or circumstance constitutes a breach of covenant by the City or not, shall release the Tenant of the obligation to pay rent as required by this Lease.

ARTICLE V.
Use and Care of Premises

5.01. The Premises may be used only for the purpose or purposes specified in Section 1.01(H) above, and for no other purpose or purposes without the prior written consent of the City.

5.02. **UPON THE EFFECTIVE DATE OF THIS LEASE, THE PARTIES ACKNOWLEDGED THAT THE CITY HAS DELIVERED TO THE TENANT POSSESSION OF THE PREMISES SUBJECT TO THE TERMS AND CONDITIONS OF THIS LEASE, AND TENANT ACCEPTS THE PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY THE CITY THAT THE PREMISES IS SUITABLE, HABITABLE, OR FIT FOR A PARTICULAR PURPOSE. THE TENANT ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION WITH RESPECT TO THE CONDITION OF THE PREMISES, BUT IS RELYING UPON ITS OWN EXAMINATION OF THE PREMISES.**

ARTICLE VI.
Maintenance and Repair of Premises

6.01. The Tenant shall have the obligation at its expense to maintain all parts and portions of the Premises in their current condition.

6.02. Should the Tenant fail to promptly perform any maintenance or repairs required by the provisions of this Lease to be performed by the Tenant, the City may request that the Tenant make such repairs or perform such maintenance and upon the Tenant's failure or refusal to do so promptly (and in any event, in case of an emergency irrespective of whether the City shall have requested or obtained the Tenant's prior consent), the City shall have the right (but shall not be obligated) to perform such maintenance or make such repairs; thereupon, the Tenant will, at the City's election, on demand, pay (or reimburse the City for) the reasonable cost of such maintenance or repairs; and in addition, the Tenant shall pay the City upon demand interest at eighteen percent (18%) per annum on any amounts incurred by the City in connection herewith.

6.03. At the expiration of this Lease, the Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty excepted.

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6.04. The Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises. Specifically, the Tenant shall comply with all requirements applicable to the Premises imposed under or by virtue of the Americans with Disabilities Act of 1990, the State Architectural Barriers Act and all regulations issued pursuant thereto and any local ordinance, rule or regulation now or hereafter enacted.

ARTICLE VII.
Alterations

7.01 The Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of the City, except for (i) the erection and installation of signs at the Tenant's expense and in conformity with any laws or ordinances of the City of El Paso pertaining to signs, and (ii) the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Premises.

7.02. All construction work done by the Tenant at the Premises shall be performed in a good and workmanlike manner, and in compliance with all governmental requirements.

7.03. The Tenant shall not permit any mechanic's, materialmen's or other liens to be fixed or placed against the Premises and agrees immediately to discharge (whether by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's or other lien which is allegedly fixed or placed against any of the foregoing as the result of an act or omission of the Tenant.

ARTICLE VIII.
The City's Right of Access

8.01. The City shall have the right to enter upon the Premises at any time for the purpose of inspecting the same, or making repairs to the Premises, or making repairs, alterations or additions to adjacent Premises, or showing the Premises.

8.02. The City, directly and through its contractors and representatives, shall further have the right to enter upon the Premises upon reasonable notice to the Tenant to conduct surveys, studies, design and engineering, and other activities, conducted in a manner so as to not unreasonably interfere with or disrupt the Tenant's operations at the Premises. Each such contractor of the City shall maintain liability insurance in a minimum amount of $1,000,000.00, covering its activities at the Premises. To the extent allowed by Texas State law, the City shall be liable for all damage or injury to any person or Property resulting from any such inspection occasioned by the acts of the City, its employees, agents or representatives.

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ARTICLE IX.
Utilities

9.01. The Tenant shall promptly pay before delinquency all charges for electricity, water, gas, telephone service, sewerage service and other facilities furnished to the Premises, including any hook-up or connection fees.

9.02. The City shall not be liable for any interruption whatsoever in utility services.

9.03. During the term of this Lease, the Tenant shall be entitled to use any existing utility easements on the Premises, whether or not of record, in order to provide utility service to the improvements and its operations on the Premises.

ARTICLE X.
Indemnity and Public Liability Insurance

10.01. The City and the City's agents and employees shall not be liable to the Tenant for any injury to person or damage to property caused by the Premises coming out of repair or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises, nor shall the City be liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of any other persons whomsoever, excepting only duly authorized employees and agents of the City and to the extent allowed by Texas State law. The Tenant agrees to indemnify and hold the City harmless of, from and against all claims, actions, damages, liabilities and expenses asserted against the City on account of injuries to person or damage to property (including any diminution in value thereof) when and to the extent that any such damages or injury may be caused, either proximate or remote, wholly or in part by any breach of this Lease by the Tenant, any act or omission, whether negligent or not, of the Tenant or any of its agents, servants, employees, contractors, patrons or invitees (while such invitees are on the Premises) or of any other person entering upon the Premises under or with the express or implied invitation of the Tenant, or if any such injury or damage may in any other way arise from or out of the occupancy or use of the Tenant, its agents, employees and invitees of the Premises, or for the disposal on, or use of, the Premises of any Hazardous Substances in violation of any federal, state or municipal environmental or other laws, rules or regulations. This paragraph is for the benefit of the City only, and no right of action shall accrue hereunder to any third party by way of subrogation or otherwise.

10.02. The Tenant shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both the City, its agents and the Tenant against all claims, demands or actions arising out of or in connection with the Tenant's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than $1,000,000.00 in respect of injuries to or death of any one person, and in an amount not less than $1,000,000.00 in respect of any one accident or disaster, and in an amount not less than $500,000.00 for property damage arising out of any one occurrence. All policies of insurance shall be written by an insurance company or companies authorized to do

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business in the State of Texas. A copy of the Tenant's public liability insurance policy, and any renewal policies shall be furnished to the City by the Tenant. The Tenant will procure endorsements on the policies required to be maintained by it requiring that at least thirty (30) days' prior written notice be given to the City before any cancellation or reduction of insurance under any such policy.

10.03. The City and the Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage.

ARTICLE XI
Environmental Matters

11.01 Neither the Tenant nor the Tenant's agents or contractors shall, without the City's prior written consent, which consent shall not be unreasonably withheld, keep on or around the Premises for use, handling, transport, disposal, treatment, generation, storage, or sale, any of the following: hazardous materials, hazardous substances, toxic wastes, toxic substances, pollutants, petroleum products, underground tanks, oils, pollution, asbestos, PCB'S, materials, or contaminants, as those terms are commonly used or as defined by federal, state, and/or local law or regulation related to protection of health or the environment, including but not limited to the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601, et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); the Clean Water Act (33 U.S.C. § 1251, et. seq.); and the Clean Air Act (42 U.S.C. § 7401 et. seq.); and as any of the same may be amended from time to time, and/or by any rules and regulations promulgated thereunder (collectively, the "Hazardous Substances"), and/or is subject to regulation by any federal, state, or local law, regulation, statute, ordinance, or management plan.

ARTICLE XII.
Damage by Casualty

12.01. The Tenant shall give immediate written notice to the City of any damage caused to the Premises by fire or other casualty.

12.02. In the event that the Premises shall be damaged or destroyed by fire or other casualty, then the City may elect either to terminate this Lease or to proceed to rebuild and repair the Premises. The City shall give written notice to the Tenant of such election within sixty (60) days after the occurrence of such casualty and if it elects to rebuild and repair shall proceed to do so with reasonable diligence and at its sole cost and expense.

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12.03. The City's obligation to rebuild and repair under this Article XII shall in any event be limited to restoring the Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by the Tenant. The Tenant agrees that promptly after completion of such work by the City, the Tenant will proceed with reasonable diligence and at the Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by the Tenant.

12.04. The Tenant agrees that during any period of reconstruction or repair of the Premises it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of the casualty until the City's repairs are completed, the Minimum Guaranteed Rentals shall be reduced to such extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of the other charges provided for herein.

ARTICLE XIII.
Condemnation

13.01. If any part of the Premises shall be taken by any public or private authority under the power of eminent domain, and a part thereof remains which is susceptible of occupation for the Tenant's business hereunder, this Lease shall, as to the part so taken, terminate as of the date title vests in the condemnor, and the rent payable hereunder shall be adjusted so that the Tenant shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining after condemnation bears to the value of the entire Premises at the date of condemnation; but in such event, the City or the Tenant shall have the option to terminate this entire Lease as of the date when title to the part so condemned vests in the condemnor. If all of the Premises is taken, or such a large part thereof is taken that there does not remain any portion susceptible of occupation for the Tenant's business hereunder, this entire Lease shall thereupon terminate. In the event of condemnation of the whole or any part of the Premises, all compensation awarded or paid in the event of such taking shall belong to and be the property of the City, whether such compensation be awarded for diminution in value of the leasehold or to the fee of the Premises and the Lease shall be considered to have terminated prior to the taking; provided, however, that the City shall have no interest in any award made to the Tenant for loss of business or depreciation to and cost of removal of the Tenant's stock and fixtures and other property, if a separate award for such items is made to the Tenant. The Tenant hereby irrevocably assigns the interest, if any, it shall have in the compensation awarded or to be paid the City under the provisions of this Article XIII.

ARTICLE XIV.
Property Taxes

14.01. The Tenant shall be liable for all taxes levied against real property, if any, and personal property, inventory, and trade fixtures placed by the Tenant in the Premises, or in connection with the operation of the Tenant's business. If any such taxes are levied against the City or the City's property and if the City elects to pay the same or if the assessed value of the City's property is increased by inclusion of personal property and trade fixtures placed by the Tenant in the

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Premises and the City elects to pay the taxes based on such increase, the Tenant shall pay to the City upon demand that part of such taxes for which the Tenant is primarily liable hereunder.

ARTICLE XV.
Default by Tenant and Remedies

15.01. The following events shall be deemed to be events of default by the Tenant under this Lease:

(1) The Tenant shall fail to pay any installment of rent hereunder and such failure shall continue for a period of ten (10) days.

(2) The Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to the Tenant.

(3) The Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(4) The Tenant or any guarantor of the Tenant's obligations under this Lease shall file a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or the Tenant of the Tenant's obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against the Tenant of the Tenant's obligations under this Lease thereunder.

(5) A receiver or trustee shall be appointed for the Premises or for all or substantially all of the assets of the Tenant of the Tenant's obligations under this Lease.

(6) The Tenant shall do or permit to be done anything which creates a lien upon the Premises.

Upon the occurrence of any such event of default, the City shall have the option to pursue any one or more of the following remedies:

(A) Terminate this Lease, in which event the Tenant shall immediately surrender the Premises to the City, and if the Tenant fails to do so, the City may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove the Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and the Tenant agrees to pay to the City on demand the amount of all losses and damage which the City may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

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(B) Enter upon and take possession of the Premises and expel or remove the Tenant and any other person who may be occupying said Premises or any part thereof, and if the City so elects, relet the Premises on such terms as the City may deem advisable and receive the rent therefor; and Tenant agrees to pay to the City on demand any deficiency that may arise by reason of such reletting.

(C) Enter upon the Premises without being liable for prosecution or any claim for damages therefor, and do whatever the Tenant is obligated to do under the terms of this Lease; and the Tenant agrees to reimburse the City on demand for any expenses which the City may incur in thus effecting compliance with the Tenant's obligations under this Lease, and the Tenant further agrees that the City shall not be liable for any damages resulting to the Tenant from such action.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or provided by law, nor shall pursuit of any other such remedy constitute a forfeiture or waiver of any rent due to the City hereunder or of any damages accruing to the City by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

15.02. If on account of any breach or default by the Tenant in its obligations hereunder, the City shall employ an attorney to enforce or defend any of the City's rights or remedies hereunder, the Tenant agrees to pay any reasonable attorney's fees incurred by the City in such connection.

ARTICLE XVI.
The City's Lien

16.01 Intentionally Deleted.

ARTICLE XVII.
Holding Over

17.01. The Tenant shall have no right whatsover to hold over at the Premises after termination or expiration of the Lease. In the event the Tenant remains in possession of the Premises after the expiration or termination of this Lease and without the execution of a new lease, the Tenant shall be deemed to be occupying said Premises as a tenant from month to month at a rental equal to ELEVEN THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS ($11,880.00) per month and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy, and the Tenant shall furthermore indemnify the City for all claims, causes of action, damages, injuries, liabilities, expenses, costs, losses, or harm of any kind that the City may suffer due to any such hold-over of the Premises by the Tenant.

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ARTICLE XVIII.
Subordination, Attornment and Estoppel

18.01. The Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other liens presently existing or hereafter created upon the Premises, building or improvements located thereon, and to any renewals and extensions thereon, and the Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust and other lien to this Lease. The City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Premises, or the buildings or improvements located thereon, as the Tenant agrees upon demand to execute such further instruments subordinating this Lease as the City may request.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the City covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the City under this Lease.

The provisions of this Article to the contrary notwithstanding and so long as the Tenant is not in default hereunder, this Lease shall remain in full force and effect for the term hereof.

18.02. The Tenant agrees upon reasonable request of the City to execute, acknowledge and deliver to the City (or to any party specified by the City) an instrument ratifying this Lease and certifying each of the following, if same is true and correct, to-wit: (i) that the Tenant has entered into occupancy of the Premises and the date of such entry; (ii) that this Lease is in full force and effect, and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement or amendment identifying the same); (iii) that this Lease represents the entire agreement between the City and the Tenant as to the subject matters hereof (or if there has been any assignment, modification, supplement or amendment identifying the same); (iv) the date of commencement and expiration of the term; (v) that all conditions under the Lease to be performed by the City have been satisfied; (vi) that no default exists in the performance or observance of any covenant or condition in this Lease and there are no defenses or offsets against the enforcement of this Lease by the City (or specifying such default, defense or offset); (vii) that, except for a security deposit, no rental has been paid in advance and no security has been deposited with the City; and (viii) the date to which rental has been paid under this Lease.

ARTICLE XIX.
Assignment and Subletting

19.01. Other than those month to month sub-tenants identified in Schedule "3" for which the Tenant will be responsible, the Tenant may not assign or in any manner transfer this Lease or any interest therein, directly or indirectly, or sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises without the prior written consent of the City, EXCEPT, however, an assignment to a wholly-owned subsidiary of the Tenant and so long as the Tenant remains jointly and severally liable under this Lease.

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ARTICLE XX.
Security Deposit

20.01. Intentionally Deleted.

ARTICLE XXI.
Commissions

21.01. The Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with, and has no knowledge of, any real estate broker, agent, or salesperson in connection with this Lease.

ARTICLE XXII.
Miscellaneous

22.01. In the event of the transfer and assignment by the City of its interest in this Lease and the Premises to a person expressly assuming the City's obligations under this Lease, the City shall thereby be released from any further obligations hereunder, and the Tenant agrees to look solely to such successor in interest of the City for performance of such obligations.

22.02. 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 mail, return receipt requested, addressed to the parties hereto at the respective addresses set out in Section 1.01 above, or at such other addresses as they have theretofore specified by written notice.

22.03. 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 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, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of subsequent breach of the same covenant, term or condition. 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. Whenever a period of time is herein prescribed for action to be taken by the City, the City 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

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CITY CLERK DEPT.

God, shortages or labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the City. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering the City's interest in the Premises, the Tenant may not exercise any remedies for default by the City hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have delivered written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

22.04. The City agrees that if the Tenant shall perform all of the covenants and agreements herein required to be performed by the Tenant, the Tenant 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 Premises.

22.05. THIS LEASE CONTAINS THE FINAL, ENTIRE, AND INTEGRATED AGREEMENT BETWEEN THE PARTIES [IN CONJUNCTION WITH THE PURCHASE AND SALE AGREEMENT AND WARRANTY DEED OF EVEN DATE 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.

22.06. 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 successors and permitted assigns.

22.07. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE AND ENFORCEMENT OF THIS LEASE. IF ANY PROVISION OF THIS LEASE SHALL BE HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS LEASE SHALL NOT BE AFFECTED THEREBY. EXCLUSIVE VENUE FOR ANY LITIGATION ARISING OUT OF THE INTERPRETATION, VALIDITY, PERFORMANCE OR ENFORCEMENT OF THIS LEASE SHALL BE EL PASO COUNTY, TEXAS.

22.08. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE CITY RESERVES, AND DOES NOT WAIVE, ITS RIGHTS OF SOVEREIGN IMMUNITY AND SIMILAR RIGHTS AND ITS RIGHTS UNDER THE TEXAS TORT CLAIMS ACT.

07 SEP 20 PM 3:38
CITY CLERK DEPT.

Executed to be effective as of the _____th day of _____, 2007.

TENANT: Young Men's Christian Association of Greater El Paso, Texas and Rio Grande Valley

_____

By: _____
Name: _____
Title: _____

CITY: City of El Paso

By: _____
Joyce Wilson, City Manager

APPROVED AS TO CONTENT:

Deborah G. Hamlyn
Deputy City Manager
Quality of Life Services

APPROVED AS TO FORM:

Theresa Cullen-Garney
Deputy City Attorney

07 SEP 20 PM 3:38
CITY CLERK DEPT.

ATTACHMENT "1"

(Behind this page will be the Sept. 11, 2007 M&B description and survey for Block 269, Campbell Addition, El Paso, El Paso County, Texas prepared by Dorado Engineering, Inc.)

07 SEP 20 PM 3:38
CITY CLERK DEPT.

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

801 MONTANA
CAMPBELL ADDITION
BLOCK 269

Metes and Bounds description of a parcel of land, being all of Block 269, Campbell Addition located in County of El Paso, City of El Paso, Texas and being more particularly described as follows:

From a City of El Paso monument located ten and no hundredths (10.00) feet, North and East of the centerline intersection of Rio Grande Avenue and Ochoa Street; Thence North 52° 23' 00" East, a distance of twenty five and no hundredths (25.00) feet to a point; Thence forty five and no hundredths (45.00) feet, a bearing of South 37° 37' 00" East, to a corner, said corner being the intersection of the Southerly Right-of-Way line of Rio Grande Avenue and the Easterly Right-of-Way line of Ochoa Street, and also being the Point of Beginning;

Thence North 52° 23' 00" East, along said Right-of-Way line of Rio Grande Avenue, a distance of two hundred sixty and no hundredths (260.00) feet to a corner, said corner being the intersection of said Right-of-Way line of Rio Grande Avenue and the Westerly Right-of-Way line of Virginia Street;

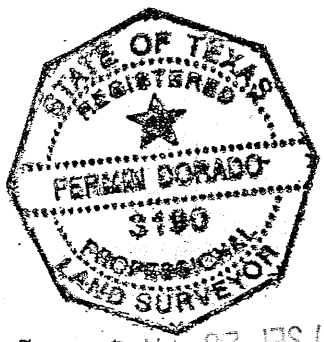
Thence South 37° 37' 00" East, a distance of two hundred sixty and no hundredths (260.00) feet, along said Right-of-Way line of Virginia Street to a corner, said corner being the intersection of the Westerly Right-of-Way line of Virginia Street and the Northerly Right-of-Way line of Montana Avenue;

Thence South 52° 23' 00" West, along said Right-of-Way line of Montana Avenue, a distance of two hundred sixty and no hundredths (260.00) feet, to a corner said corner being the Northerly Right-of-Way line of Montana Avenue and Easterly Right-of-Way line of Ochoa Street;

Thence along said Right-of-Way line of Ochoa Street, North 37° 37' 00" West a distance of two hundred sixty and no hundredths (260.00) feet to a corner, said corner being the Point of Beginning;

Said parcel of land contains 67,600 square feet or 1.552 acres more or less.

STATE OF TEXAS
REGISTERED
FERMIN DORADO
3190
PROFESSIONAL
LAND SURVEYOR

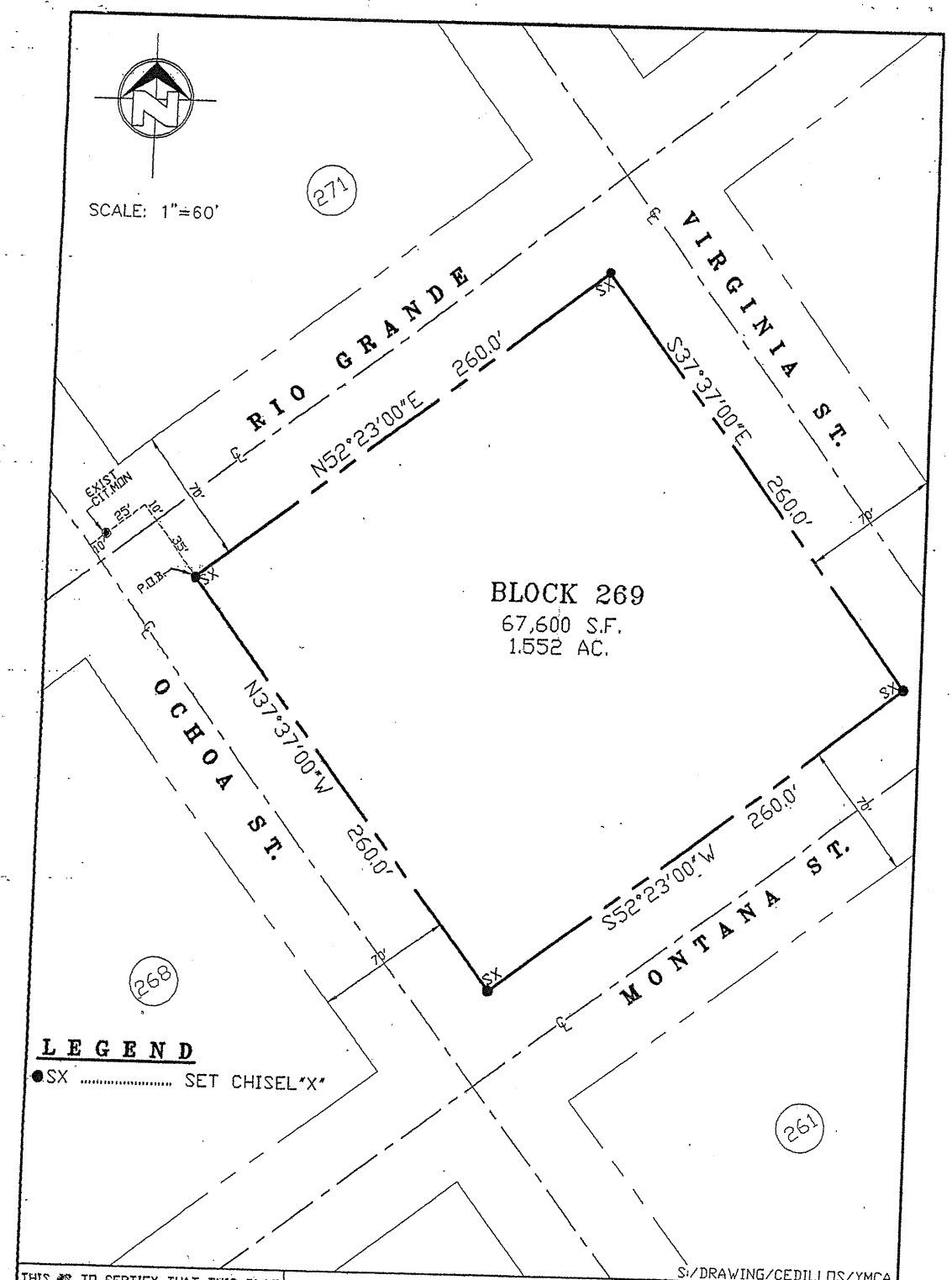


Fermin Dorado R.P.L.S

September 11, 2007

07 SEP 20 AM 9:00
CITY CLERK DEPT.

Attachment "1"
1 of 2



S:/DRAWING/CEDILLOS/YMCA

THIS IS TO CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED FERMIN DORADO 3190 PROFESSIONAL LAND SURVEYOR

09/10/07

REGISTERED PUBLIC SURVEYOR

601 MONTANA ST.
CAMPBELL ADDITION
ALL OF BLOCK 269
CITY OF EL PASO, EL PASO COUNTY, TEXAS

DORADO
ENGINEERING, INC.

ENGINEERS SURVEYORS PLANNERS

2717 E. YANDELL, EL PASO, TEXAS 79903 (915)562-0002

DATE: 09/10/07
SCALE: 1" = 60'
DRAWN BY: S.G
CHECKED BY: FD
FLOOD ZONE: C
PANEL NUMBER: 480214-0039B
DATED: 10/15/82

CITY CLERK DEPT
07 SEP 20 PM 3:38

Attachment "1" 2012

ATTACHMENT "2"

(Behind this page will be the YMCA Metro/Central Building Usage Sheet and related Floor Plans to be provided by the YMCA.)

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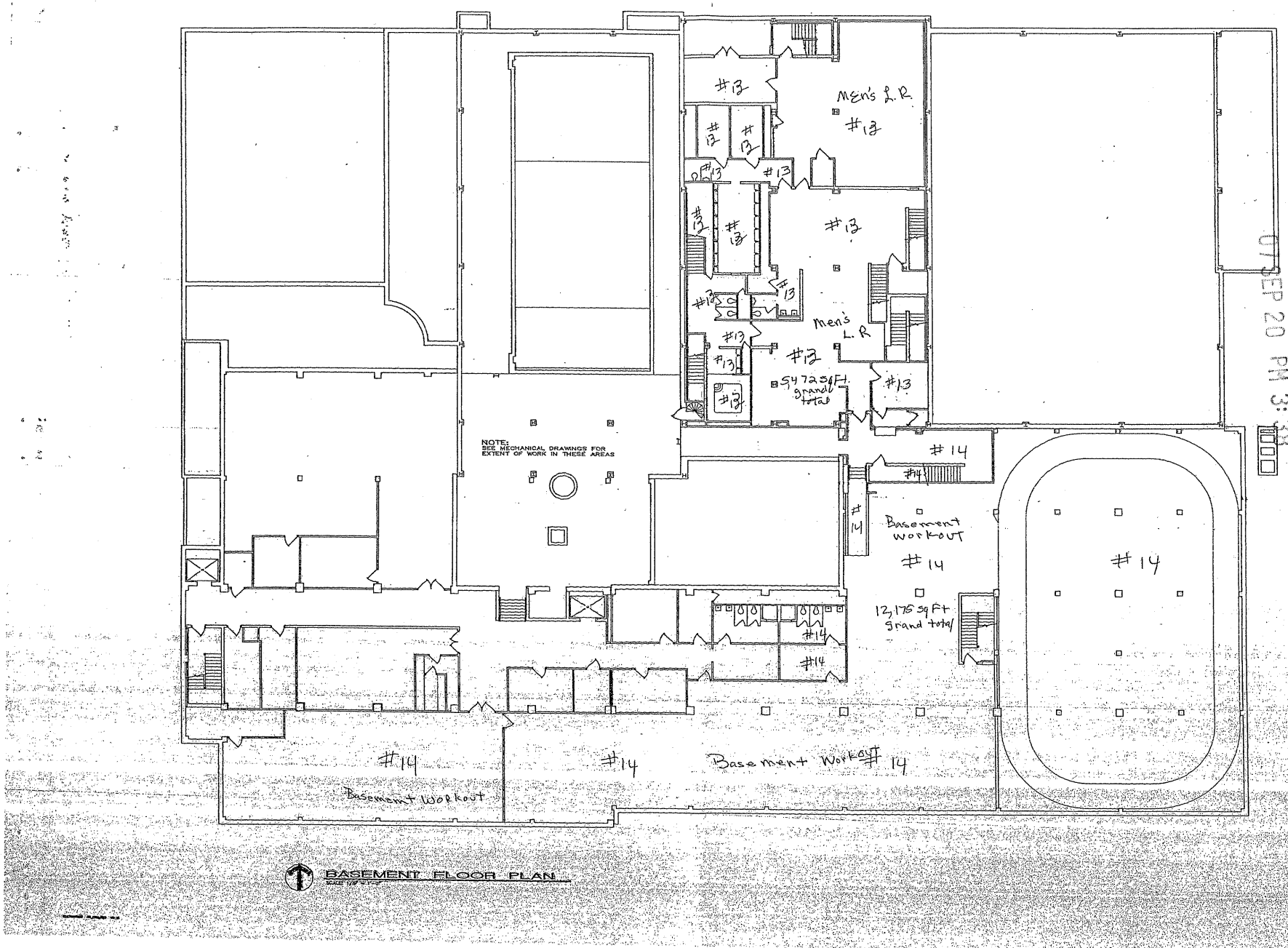
CITY CLERK DEPT.

YMCA METRO/CENTRAL BUILDING USAGE (revised 9/18/07)							
Item #	**Sq.ft.**	**Area**	**Miscellaneous Info**	**Schedule**	**Rental Expires**	**Monthly Rental Fee**	**Usage/Hrs**
1	2,462	Multi-Purpose Room	From 9/7/07 - 12/15/07 36 hrs/week From 12/16/07 - End of Lease, 11 hrs/week	2 hrs, Mon-Fri (10 hrs) 1 hr, Sat (1 hrs) 5 hrs, Mon-Fri (*25), (through 12/15/07 only - contract ends)	Fencing School - 5 hrs, Mon-Fri (*25), 12/15/07	$600 Fencing School	36
2	1,438	Coffee Shop Rental		7.5 hrs, Mon-Fri	Month-to-Month	$250	37.5
2A	543	Food Preparation/Office for Coffee Shop		7.5 hrs, Mon-Fri			37.5
3		Deleted					
4	5,117	Pool/Jacuzzi					
5	540	Special Olympics Rental		7.5 hrs, Mon-Fri	12/1/2007	$250	7.5
6	1,696	Metro Offices			12/1/2007		
7	1,406	Central Physical Lobby Area					
8	278	Central Physical Lobby Men's/Women's Restroom					
9	1,013	Corridor from Lobby to Multi-Purpose Room, Pool Boys Locker room,					
10	884	Boys Locker Room and Corridor Leading to Boy's Locker room					
11	6,113	Basketball Court					
12	5,626	Women's Locker Room, 2nd Floor					
13	5,472	Men's Locker Room, Basement					
14	12,175	Basement workout area including hallways					
15	5,360	Racquetball courts, 3rd Floor					
16	325	Central Conference Room	Turkey Trot Event Nov 22, 2007		Used only for 2 days, 11/20/07 & 11/21/07		
	50,448						118.5
		There are no warranty contracts.					

CITY CLERK DEPT.
SEP 21 PM 3:38
Attachment 3 of 5



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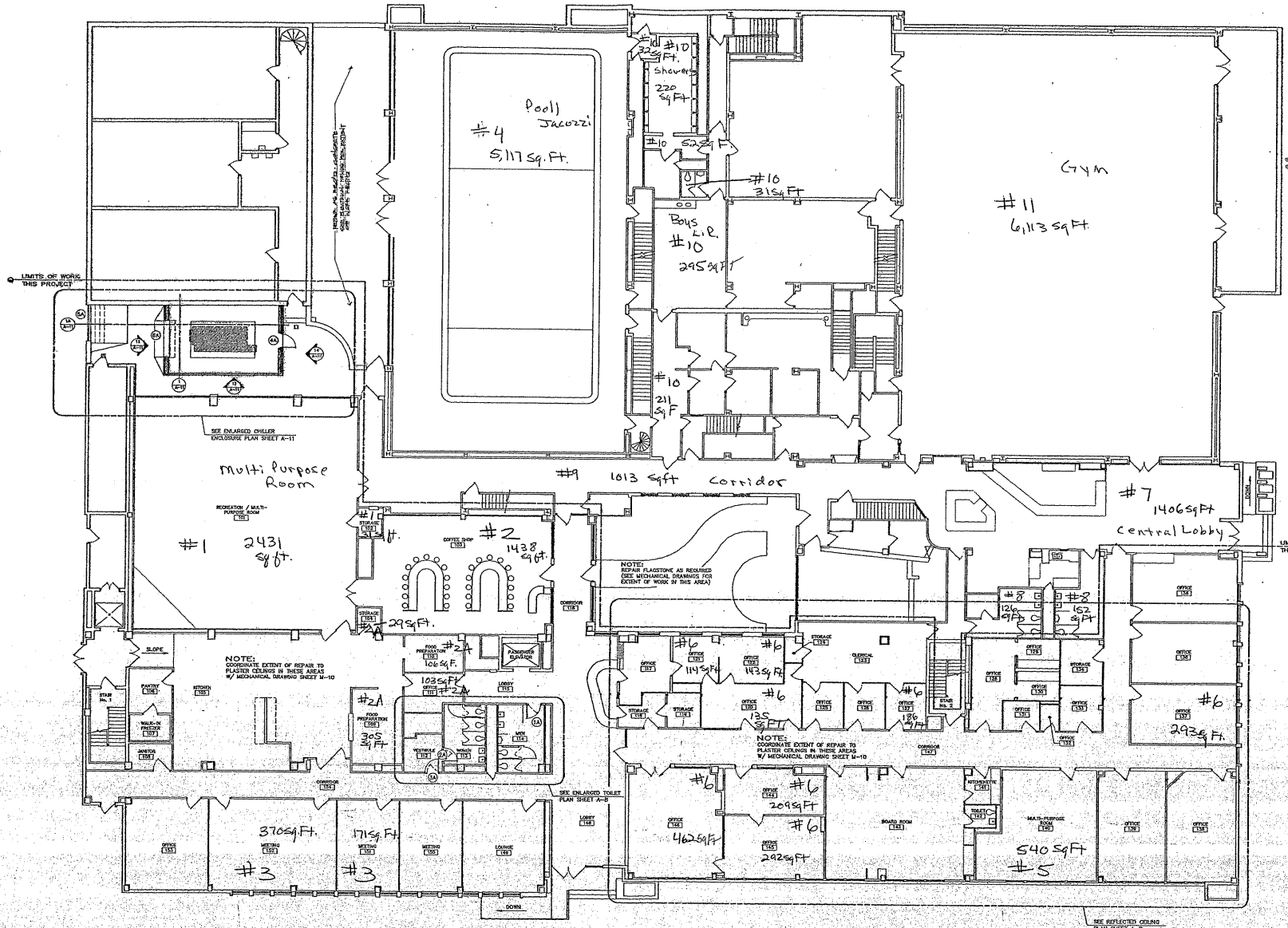
Attachment "2"
3 of 5

Renovations to the
CENTRAL YMCA BUILDING
701 Montana Ave.
El Paso, Texas

PRESTIDGE SMITH ARCHITECTS, INC.
600 SUNLAND PARK DRIVE, SUITE 2-200
915 833-1938
EL PASO, TEXAS
FAX 833-2673

Commission #
91-113
Date 12-31-92
Revisions
Sheet A-1



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

LEGEND
Indicates Existing Wall to Remain
Indicates Existing Wall to be Demolished
Indicates New Wall (See Wall Sections)
Indicates New Brick/CMU Wall (See Wall Sections)

GENERAL NOTES
1. RE-CAULK ALL EXTERIOR WINDOWS IN RELATED WORK AREAS.
2. INSTALL REFLECTIVE SHADING FILM ON EXTERIOR OF EXTERIOR WINDOWS IN RELATED WORK AREA.

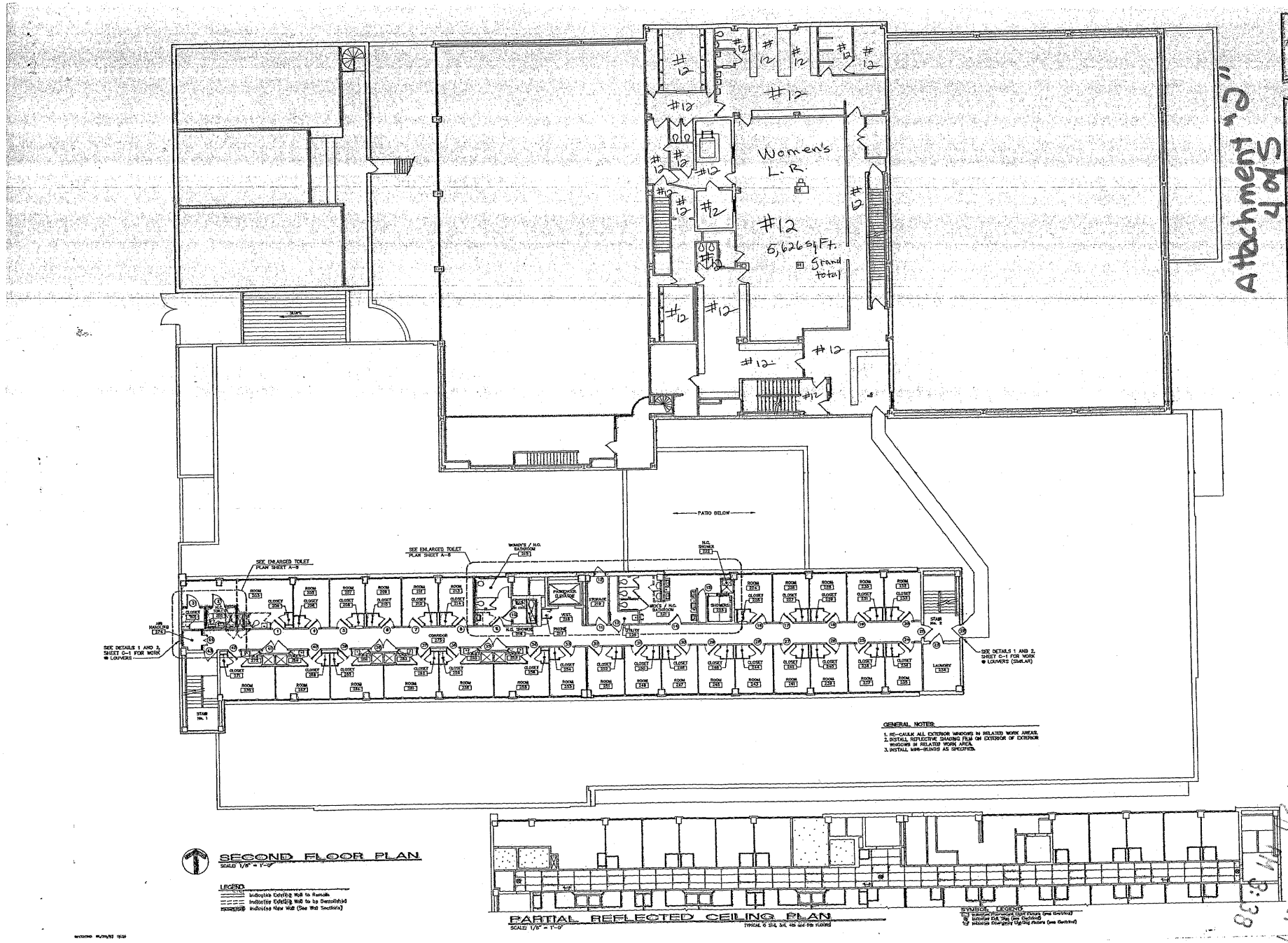
Attachment "2"
3 of 5

Renovations to the
CENTRAL YMCA BUILDING
701 Montana Ave. El Paso, Texas

PSA Prestidge Smith Architects, Inc.
600 SUNLAND PARK DRIVE SUITE 2-300
915.833-9928
EL PASO, TEXAS
FAX 833-2573

COMMISSION No. 91-113
DATE 12-31-92
REV. A
SHEET A-2
2 OF 11

CLERK DEPT.
07 SEP 20 PM 3:38

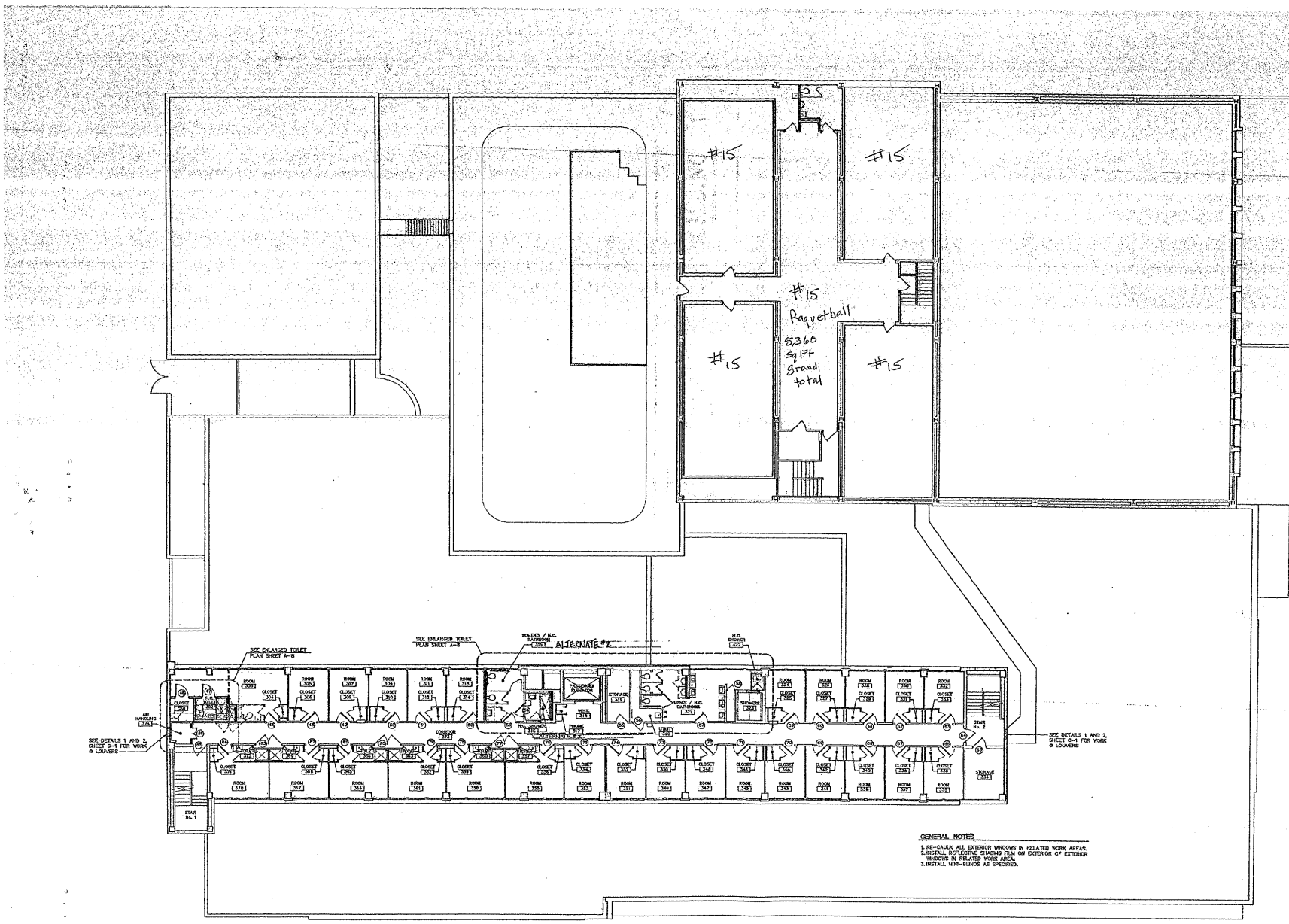


Renovations to the
CENTRAL YMCA BUILDING
701 Montana Ave. El Paso, Texas

PRESTIDGE SMITH ARCHITECTS, INC.
800 SUNLAND PARK DRIVE SUITE 2-300
FAX 833-9928
EL PASO, TEXAS
FAX 833-2573

COMMISSION No. 91-113
DATE 12-31-92
REV. A
SHEET A-3
5 OF 11

Attachment "2"
5 of 5



GENERAL NOTES

1. RE-CAULK ALL EXTERIOR WINDOWS IN RELATED WORK AREAS.
2. INSTALL REFLECTIVE SHADING FILM ON EXTERIOR OF EXTERIOR WINDOWS IN RELATED WORK AREA.
3. INSTALL MINI-BLINDS AS SPECIFIED.

THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

LEGEND:
Indicates Existing Wall to Remain
Indicates Existing Wall to be Demolished
Indicates New Wall (See Wall Sections)

Renovations to the
CENTRAL YMCA BUILDING
701 Montana Ave.
El Paso, Texas

PSA PRESTIDGE SMITH ARCHITECTS, INC.
600 SUNLAND PARK DRIVE SUITE 2-300
915 833-9928

EL PASO, TEXAS
FAX 833-9973

CITY CLERK DEPT.
07 SEP 20 PM 3:38

COMMISSION No. 91-113
DATE: 12-31-922
REV. A
SHEET A-4
4 OF 11

ATTACHMENT" 3"

(Behind this page are the Tenant Estoppel Certificates for Salle De Long Fencing School, Special Olympics Texas, Inc. Area 19 El Paso Texas, and Coffee Shop Retail)

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CITY CLERK DEPT.

Tenant Estoppel Certificate

Lessee: Mecedes Gaytan

Lessor: Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley - Central Branch

My name is Mercedes Gaytan, I am Operations Manager the Coffee Shop and this Tenant's Estoppel Certificate is made to set forth the following:

9. Mercedes Gaytan occupies space in the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley, downtown building - Central Branch, located at 701 Montana under and oral month-to-month lease.
10. No written lease exists between Mercedes Gaytan and the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley.
11. We currently pay $250.00 as our monthly rental charge
12. Neither Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley nor Merdedes Gaytan is in default under our oral monthly lease.

Mercedes Gaytan Date 9-19-07

By Mercedes Gaytan

Burt Blacksher Date 9.19.07

Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley by Burt Blacksher, Board of Directors Chairman YMCA

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CLERK DEPT.

Attachment 3
1 of 3

Tenant Estoppel Certificate

Lessee: Salle De Long Fencing School

Lessor: Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley - Central Branch

My name is Margaret De Long, I am Owner of Salle De Long Fencing School and this Tenant's Estoppel Certificate is made to set forth the following:

5. Salle De Long Fencing School occupies space in the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley, downtown building - Central Branch, located at 701 Montana under and oral month-to-month lease.
6. No written lease exists between Salle De Long Fencing School and the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley.
7. We currently pay $600.00 as our monthly rental charge
8. Neither Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley nor Salle De Long Fencing School is in default under our oral monthly lease.

Margaret De Long. Date 9/19/07

Salle De Long Fencing School by Margaret De Long, Owner

Date 9-19-07

Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley by Burt Blacksher, Board of Directors Chairman YMCA

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CITY CLERK DEPT.

Attachment 3
2 of 3

Tenant Estoppel Certificate

Lessee: Special Olympics Texas Inc. Area 19 El Paso

Lessor: Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley - Central Branch

My name is Ralph Rodriguez, I am Executive Director of Special Olympics Texas Inc. Area 19 El Paso and this Tenant's Estoppel Certificate is made to set forth the following:

1. Special Olympics Texas Inc. Area 19 El Paso occupies space in the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley, downtown building - Central Branch, located at 701 Montana under and oral month-to-month lease.
2. No written lease exists between Special Olympics Texas Inc. Area 19 El Paso and the Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley.
3. We currently pay $250.00 as our monthly rental charge
4. Neither Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley nor Special Olympics Texas Inc. Area 19 El Paso is in default under our oral monthly lease.

Date 9-19-07

Special Olympics Texas Inc. Area 19 El Paso by Ralph Rodriguez, Executive Director

Date 9-19-07

Young Mens Christian Association of Greater El Paso, Texas and Rio Grande Valley by Burt Blacksher, Board of Directors Chairman

07 SEP 20 PM 3:38
CITY CLERK DEPT.

Attachment 3

3 of 3