

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**LEASE AGREEMENT FOR
CITY OF EL PASO'S CONTINUED
USE OF 5115 EL PASO DRIVE**

This Lease Agreement ("Lease") is made effective this 1st day of January, 2025 ("Effective Date") between **Texas Tech University Health Sciences Center at El Paso**, a public institution of higher education in the State of Texas ("Landlord" or "Party"), and the **City of El Paso**, a municipal corporation organized and existing under the laws of the State of Texas ("Tenant" or "Party"). Both Landlord and Tennant shall be collectively known as ("Parties").

For good and valuable consideration, the Parties agree as follows:

SECTION 1. DEFINITIONS.

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

Premises: Suite B of the building located at 5115 El Paso Drive, consisting of approximately 8,382 square feet. PROPERTY ID# 277222 GEO ID# X011999000B6900

Land: The land described on *Exhibit A* attached hereto, and all improvements located thereon.

Permitted Use: City of El Paso Public Health Department; office and medical space, and any other lawful use.

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

Initial Term: January 1, 2025 – December 31, 2025

Renewal Term: Two (2) options of one (1) year each

Lease Commencement Date: 01/01/2025

Rent Commencement Date: 01/01/2025

Base Rent Schedule:

Monthly Base Rent

From the Rent Commencement Date
through Lease Year 1: **\$13,620.75**

Landlord's Payment**Address:**

Texas Tech University Health Sciences Center at El Paso
Attn: Richard A. Lange, MD., M.B.A., President
5001 El Paso Dr., MSC 11001
El Paso, TX 79905

Landlord's Notice Address: Texas Tech University Health Sciences Center at El Paso

Attn: Richard A. Lange, MD., M.B.A., President

Address: 5001 El Paso Dr., MSC

11001 El Paso, TX 79905

Email: ElpContractDept@ttuhsc.edu

SECTION 2. LEASE OF PREMISES; CONDITION OF PREMISES; QUIET ENJOYMENT.

- A. LEASE OF PREMISES. Subject to the terms of this Lease, Landlord hereby leases the Premises to Tenant for the Term.
- B. CONDITION OF PREMISES. Except as otherwise provided in this Lease, Tenant accepts the Premises in "AS IS" condition.
- C. QUIET ENJOYMENT. Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term.

SECTION 3. COMMON AREA.

Subject to Landlord's reasonable rules and regulations of general applicability, Tenant shall have the right to use all common areas on the Land, including, without limitation, all parking areas.

SECTION 4. PERMITTED USE.

Tenant shall use the Premises solely for the Permitted Use and for no other purpose.

SECTION 5. HOLDOVER.

If Tenant continues to occupy the Leased Premises after the expiration or other termination of this Lease or the termination of Tenant's right of possession, such occupancy shall be that of a tenancy at sufferance. Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to the then fair market value of the Leased Premises. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Lease Term shall be construed to extend the Lease Term or prevent Landlord from recovery of immediate possession of the Leased Premises by summary proceedings or otherwise. In the event Tenant remains in possession of the Leased Premises for more than thirty (30) days after the Expiration Date or earlier termination of this Lease, Tenant shall also be liable to Landlord for all direct and consequential damages which Landlord may suffer by reason of any holding over by Tenant.

SECTION 6. BASE RENT.

Tenant shall pay Landlord Base Rent in the amounts set forth in Section 1 of this Lease, in advance, on the first day of each calendar month throughout the Term, which amounts shall be prorated for any partial month. Notwithstanding the foregoing, rent due from the Rent Commencement Date through the last day of the calendar month in which the Rent Commencement Date occurs, shall not be due and payable until the first day of the first calendar month following the Rent Commencement Date.

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

SECTION 7. MAINTENANCE AND REPAIR OBLIGATIONS.

- A. **TENANT'S MAINTENANCE AND REPAIR OBLIGATIONS.** Tenant will, at Tenant's sole cost, maintain, repair, and/or replace all structural elements of the Premises, including the roof, windows, doors, foundation, load bearing walls, exterior walls (including paint), and shall maintain the heating and cooling systems, electrical systems, water systems, wastewater systems, fire suppression systems, and all utility systems. In the event the Premises need repairs, maintenance, or replacement, Tenant will give notice to Landlord and Tenant will arrange for the maintenance, repairs, or replacement within 24 hours and initiate and complete the request promptly. Tenant shall maintain, repair, and replace all of the foregoing property, and all other improvements and facilities on the Land in accordance with all applicable laws, rules, and regulations, and shall at all times keep the exterior of the Premises and improvements and facilities on the Land in a clean and good state of repair and condition, including, without limitation, all parking areas, access roads, driveways, sidewalks, landscaped areas, retaining walls, fences and rock walls, and lighting facilities.
- B. **LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS.** Landlord shall at all times keep all parts of the Exterior of the Premises not required to be maintained by Tenant in good order, condition and repair. Tenant will also cover 100% of the cost of Tenant related expenses.

SECTION 8. INSURANCE AND INDEMNIFICATION

Tenant Insurance Obligations. Throughout the Term of this Lease, Tenant shall obtain and maintain, at its sole cost and expense, and keep in full force for the benefit of Tenant and Landlord, and designating Landlord as an additional insured on a primary and non-contributory basis the following minimum insurance:

- A. Commercial general liability insurance against any and all liability or claims of

liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Leased Premises, for injuries to any person or persons, for limits of not less than Five Million Dollars (\$5,000,000.00) combined single limit for any one accident or occurrence;

- B. Workers compensation insurance covering Tenant's employment of workers and anyone whom Tenant may be liable for workers compensation claims as required by law—workers' compensation insurance is required, and no alternative forms of insurance are permitted—and employer's liability insurance in an amount not less than \$500,000.00 per accident;
- C. Umbrella liability to be excess and follow-form over the Commercial General Liability and Employer's Liability Insurance, written on an "occurrence" form with limits of liability of \$5,000,000 per occurrence, and per location; and
- D. Property insurance provided under a Special Form or "All Risks" policy, including, but not limited to, coverage for windstorm, hail, earthquake, flood, and water damage, including fire sprinkler damage, in an amount of the full replacement cost value of Tenant's improvements and betterments (and alterations), personal property, trade fixtures, furnishings, equipment and inventory, including equipment breakdown coverage and plate glass coverage, and shall include an agreed amount endorsement waiving any coinsurance limitation; and
- E. The policy(ies) of insurance shall be of a company(ies) authorized to do business in Texas and shall be delivered to Landlord, together with evidence of the payment of the premiums therefor, not less than fifteen (15) days prior to the Commencement Date, except that Tenant shall provide Landlord with proof of Worker's Compensation coverage prior to the date that Tenant hires full time employees to conduct business from the Leased Premises. At least thirty (30) days prior to the expiration or termination date of any policy, Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium to Landlord.

Tenant Indemnity. To the extent allowed by Texas law, Tenant shall indemnify and hold harmless Landlord and the Texas Tech University System, including their governing board and their respective officers, affiliates, employees, and agents (the "Indemnitees") against any liability, loss, damages (including property damage, personal injury, bodily injury, and/or death which may occur in or on the Leased Premises or), payments, expenses, fines, penalties, loss of use, costs, third-party claims, demands and actions incurred by or asserted against Indemnitees arising out of or resulting from (i) the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers, invitees or agents, (ii) Tenant's failure to comply with any of its obligations under this Lease, or (iii) Tenant's violations of any federal, state, or local laws or regulations. This section shall survive expiration or earlier termination of this Lease.

SECTION 9. CLERY ACT RESPONSIBILITIES

To the extent applicable, the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. §1092(f), as amended from time to time (the "Clery Act") imposes a legal

duty on Landlord to disclose to its campus community and to the U.S. Department of Education timely and annual information about certain incidents that occur on its campus and at certain off- campus, non-campus, and public property locations. These incidents include: (i) murder; (ii) sex offenses, forcible or nonforcible; (iii) robbery; (iv) aggravated assault; (v) burglary; (vi) motor vehicle theft; (vii) manslaughter; (viii) arson; (ix) arrests or persons referred for campus disciplinary action for liquor law violations, drug-related violations, and weapons possession; (x) all incidents described in the foregoing clauses (i) through (viii) in which the victim is intentionally selected because of his/her actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability; and (xi) larceny-theft, simple assault, intimidation, destruction, damage, or vandalism of property, and other crimes involving bodily injury to any person, in which the victim is intentionally selected because of his/her actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability. Tenant agrees to assist Landlord in fulfilling these duties by providing to Landlord information about all such crimes that become known to it and that occur at the Leased Premises or adjacent to the Leased Premises during the Term. Landlord will report this information to Landlord through written notice given in accordance with this Section 4.8 immediately upon learning of this information.

SECTION 10. LANDLORD'S RIGHT OF ENTRY.

Upon two (2) business days prior written notice to Tenant (except in case of emergency subject to Landlord's sole and complete discretion), Landlord reserves the right to enter the Premises to perform any required Landlord maintenance, repairs, or replacements under this Lease; provided, however, Landlord shall use its best efforts to assure there is minimal interference with Tenant's use and occupancy of the Premises.

SECTION 11. TAXES.

Tenant shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against any property owned by Tenant throughout the Term, but not otherwise.

Landlord shall, at its sole cost, pay all other taxes and governmental charges of any kind whatsoever that may be assessed against the Premises, the Land, and any improvements thereon.

SECTION 12. TENANT IMPROVEMENTS.

In accordance with applicable law, Tenant may make (i) non-structural improvements, alterations, or changes to the interior of the Premises without Landlord's consent, and (ii) other improvements with Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

Upon the expiration or termination of this Lease, Tenant shall have the right, but shall not be required, to remove any Tenant trade fixtures, installed equipment, and other non-structural improvements to the Premises that Tenant did not intend to become permanently attached to the Premises.

SECTION 13. UTILITIES.

Tenant is solely responsible for maintaining all utility services during the Term required for the operation of Tenant's business within the Premises. Landlord warrants and represents to Tenant that all utilities serving the Premises as of the Lease Commencement Date are separately metered.

SECTION 14. SIGNS.

Tenant will not place any signs outside the Premises without Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

SECTION 15. ENVIRONMENTAL.

Tenant warrants and represents to Landlord that, except as may be required for the Permitted Use, Tenant shall not use or store any hazardous materials, and that any such use or storage shall be in compliance with applicable law.

SECTION 16. TENANT'S FIRE PREVENTION EQUIPMENT.

Tenant agrees to supply and maintain at its own expense any fire extinguishers or fire prevention equipment installed by Tenant in the Premises.

SECTION 17. ASSIGNMENT AND SUBLETTING.

Tenant shall not have the right to assign or sublet this Lease.

SECTION 18. – *INTENTIONALLY REMOVED*

SECTION 19. SNDA AND ESTOPPEL.

- A. SNDA. At the request of Landlord, Tenant will sign and return to Landlord any commercially reasonable Subordination, Nondisturbance, and Attornment agreement ("SNDA") within thirty (30) days after written request therefor, and Tenant agrees to the following:
 - 1. SUBORDINATION. Tenant's interest under this Lease is, at all times, subordinate to other present and future liens on the Premises and any modifications, supplements, extensions, amendments, renewals, consolidations, and replacements of said liens.
 - 2. NON-DISTURBANCE. If the ownership of the Premises changes in any way, then Tenant's right to quiet enjoyment and other rights under this Lease will not be disturbed or terminated, provided that this Lease is in full force and effect and there are no defaults by Tenant.
 - 3. ATTORNMENT. Tenant shall recognize any future owners of the Premises as Landlord and will continue to perform all Tenant obligations under this Lease through the Term.
- B. ESTOPPEL. At Landlord's request, Tenant will sign and return to Landlord within thirty (30) days after written request therefor any commercially reasonable estoppel certificate addressed to Landlord or any Landlord mortgagee.

SECTION 20. DEFAULTS AND REMEDIES.

- A. **LANDLORD DEFAULTS.** Except as otherwise provided in this Lease, Landlord shall not be in default of any of its obligations under this Lease unless and until Landlord shall have failed to perform any Landlord obligation under this Lease within thirty (30) days after written notice from Tenant to Landlord describing the unfulfilled obligation. If such obligation cannot reasonably be performed in (10) days, Landlord shall not be in default of this Lease if Landlord has commenced performance of the obligation within such ten (10) day period and diligently performs it to completion.
- B. **TENANT DEFAULTS.** The following shall be Tenant defaults under this Lease:
 - 1. Tenant fails to pay Landlord Base Rent, or any additional rent or other amounts when due hereunder, within ten (10) days after written demand therefor; or
 - 2. Tenant fails to perform or observe any other of the terms, provisions, conditions, and covenants of this Lease within ten (10) days after written notice from Landlord to Tenant describing the unfulfilled obligation. If such obligation cannot reasonably be performed in ten (10) days, Tenant shall not be in default of this Lease if Tenant has commenced performance of the obligation within such ten (10) day period and diligently performs it to completion.
- C. **LANDLORD'S REMEDIES.** Landlord will have all rights and remedies provided by applicable law for any Tenant default under this Lease.

SECTION 21. SURRENDER OF PREMISES.

Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in the condition they were in on the Lease Commencement Date, together with any improvements that Tenant does not elect to remove from the Premises, reasonable wear and tear and loss by casualty or condemnation excepted.

SECTION 22. GENERAL PROVISIONS.

- A. **NO WAIVER.** Landlord may waive any Tenant default without waiving any prior or subsequent defaults. Landlord's failure to exercise or delay in exercising any right under this Lease, will not operate as a waiver of such right.
- B. **RELATIONSHIP OF THE PARTIES.** Landlord shall not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.
- C. **TIME IS OF THE ESSENCE.** Time is of the essence in this Lease.
- D. **WEEKENDS AND HOLIDAYS.** If the due date set forth in this Lease for the performance of any obligation by Landlord or Tenant is a Saturday, Sunday, or City

of El Paso holiday (or if notice is received or would otherwise be deemed received on any such date), the due date for performance of such obligation, or date of receipt of such notice, shall be deemed to be the next date that is not a Saturday, Sunday, or City of El Paso holiday.

- E. **NOTICES.** The Parties will send all notices required by this Lease either in person, e-mail, in writing postmarked and delivered by certified mail, or by other nationally recognized overnight courier. All notices that are properly addressed and mailed shall be considered received 3 business days after the postmark date. All notices that are delivered in person or by e-mail are considered received on the date sent to the addresses or persons listed below. Parties may change their addresses or designated persons by sending a written notice to the other Party. A new address is not official until the change of address notice is received by the other Party as provided in this Section. Upon receipt of proper notification of change of address the notified Party will send all further notifications to the new address. Parties will address notices as follows:

To the Landlord: Landlord's Notice Address set forth in Section 1

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

With a Copy to: The City of El Paso
Attn: Real Estate Division 7969
San Paulo
El Paso, Texas 79907
Email: realestate@elpasotexas.gov

- F. **CONFIDENTIALITY.** Tenant acknowledges that this Lease is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- G. **GOVERNING LAW.** This Lease is governed by Texas law.
- H. **VENUE.** The venue for disputes regarding this Lease between the Parties will be El Paso County, Texas.
- I. **SEVERABILITY.** A future finding of invalidity of any provision of this Lease does not affect the validity of any remaining provisions of this Lease.
- J. **HEADINGS.** The headings and subheadings of this Lease are for information purposes only and are not substantive terms.
- K. **GOVERNMENTAL FUNCTION.** The Parties agree that Tenant is entering into this

Lease as a governmental entity performing a governmental function.

- L. **AUDIT RIGHTS.** Upon written request from Tenant, Landlord will deliver to Tenant, at no cost to Tenant, all Landlord records pertaining to this Lease or, alternatively, Landlord shall allow Tenant to inspect and copy all such records in a place designated by Landlord in El Paso, Texas, at times reasonably satisfactory to Landlord.
- M. **FORCE MAJEURE.** If either Party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of war or other reason of the like nature not the fault of the Party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- N. **SUCCESSORS AND ASSIGNS.** This Lease is binding on Landlord and Tenant, and their successors and assigns.
- O. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries of this Lease.

SECTION 23. ADDITIONAL PROVISIONS. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS LEASE:

- A. **EARLY TERMINATION RIGHT. TENANT SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE UPON NINETY (90) DAYS PRIOR WRITTEN NOTICE TO LANDLORD.**

[signature page(s) follow]

LANDLORD:

Texas Tech University Health Sciences Center at El Paso

By: Richard Lange
Name: Richard A. Lange, M.D.
M.B.A. Title: President

ACKNOWLEDGEMENT

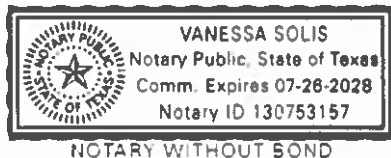
STATE OF TEXAS)
)
COUNTY OF EL PASO)

This Instrument was acknowledged before me on the 21 day of November, 2024, by Richard A. Lange, M.D., M.B.A., as President of Texas Tech University Health Sciences Center at El Paso.

[Signature]
Notary Public, State of Texas
11.21.2024

Notary's Commission Expires: 7-26-2028
Notary's Name (printed)

Vanessa Solis



TENANT:
CITY OF EL PASO:

Celina 4th for

Dionne L. Mack
City Manager

APPROVED AS TO FORM:

Mona Heydarian
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

M. Lou Espinoza
Mary Lou Espinoza
Capital Assets Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Elten Smyth For This Instrument was acknowledged before me on the 15 day of November, 2024 by Dionne L. Mack, as City Manager of the City of El Paso, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

Notary's Commission Expires:
Notary's Name (printed)

4.14.2027
Mandy Contreras

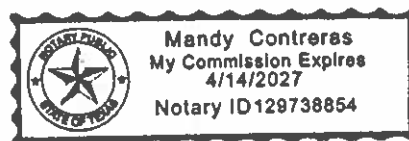


EXHIBIT A

5115 El Paso Dr., Suite B; E BENNETT SURV 11 26-A & 26-B & 26-B-2 & 26-C & 27-A & 27-A-1 & 27-A-2, City of El Paso, El Paso County, Texas.

EXHIBIT B

RENEWAL OPTION ADDENDUM

Premises Address: 5115 El Paso Dr., Suite B, El Paso, Texas 79905

Landlord: Texas Tech University Health Sciences Center at El Paso

Tenant: City of El Paso

Tenant shall have the right to extend the Term for two (2) additional period(s) of twelve (12) months each, by delivering written notice of renewal to Landlord at least 90 days prior to the expiration of the then current Term. If the Term is extended, all provisions of the Lease shall continue in full force and effect; provided, however, the Base Rent for the first Renewal Term shall increase to \$13,970 per month and the Base Rent for the second Renewal Term shall increase to \$14,389.10 per month.

All capitalized terms used in this addendum not otherwise defined herein have the same meaning given such terms in the Lease.

EXHIBIT C

CONSTRUCTION NOTICE ADDENDUM

The Tenant acknowledges and agrees that the remaining portion of the building not leased by the Tenant, may be under construction during the term of this Lease and any renewal terms. Landlord will make reasonable efforts to minimize disruption to the Tenant's use and occupancy of the Premises during any such construction. However, Tenant agrees that such construction shall not constitute a breach of this Lease, and Tenant shall not be entitled to any rent abatement, damages, or other relief arising from the construction activities, provided that Tenant's access to the Premises is not materially impaired.