

# EL PASO COUNTY SHERIFF'S OFFICE

Richard D. Wiles, Sheriff  
3850 Justice Drive  
El Paso, Texas 79938  
Email: epsheriff@epcounty.com



***We Serve with Pride***

Administration  
3850 Justice Drive  
El Paso, Texas 79938  
915/538-2217  
915/538-2028 fax

Job Line 915/538-2286

Region VIII Training Academy  
12501 Montana Avenue  
El Paso, Texas 79938  
915/856-4850  
915/856-4883 fax

Criminal Investigations  
800 E Overland, 4<sup>th</sup> floor  
El Paso, Texas 79901  
915/538-2291  
915/538-0948 fax

Detention Division  
Downtown Detention Facility  
601 East Overland  
El Paso, Texas 79901  
915/546-2228  
915/543-3810 fax

Jail Annex Facility  
12501 Montana Avenue  
El Paso, Texas 79938  
915/856-4200  
915/856-4849 fax

Patrol Division  
Central Station  
800 East Overland, 4<sup>th</sup> floor  
El Paso, Texas 79901  
915/538-2210  
915/538-3812 fax

Montana Station  
12501 Montana Avenue  
El Paso, Texas 79938  
915/856-4875  
915/856-4896 fax

Vinton Station  
436 East Vinton  
Vinton, Texas 79838  
915/886-2724  
915/886-3109 fax

Special Operations  
6825 Cielo Vista Drive, Box 4  
El Paso, Texas 79925

Metro Narcotics Task Force  
915/772-8865  
915/775-0369 fax

HIDTA Enterprise Task Force  
915/832-6011  
915/832-6356 fax

Volunteer Program  
800 E Overland, 4<sup>th</sup> floor  
El Paso, Texas 79901  
915/538-8117  
915/538-2028 fax

Emergency 911  
Non-Emergency 546-2280

September 21, 2010

Honorable Anthony Cobos, County Judge  
And Members of Commissioners' Court  
County Courthouse, Room 301  
El Paso, TX 79901

Dear County Judge and Commissioners:

At this time we respectfully request authorization and approval of Property Lease Contract located at 2015-2019 E. Missouri.

If you have any questions or concerns, please feel free to contact me directly at (915)772-8665.

Sincerely,

Gomecindo Lopez  
Commander  
El Paso County Sheriff's Office



First Internationally Accredited Sheriff's Office in Texas



**LEASE AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF EL PASO AND LEON INTERNATIONAL, L.L.C.**

**LANDLORD:** Leon International, L.L.C. a Texas Limited Liability Company

**TENANT:** County of El Paso Texas

**FOR:** Sheriff's Offices

**PREMISES:** 2015-2019 E. Missouri, El Paso, Texas

**TOTAL SQUARE FEET RENTED TO TENANT:** 13,920 sq. feet and adjacent surface parking area, which square footage is agreed to by Tenant

**COMMENCEMENT DATE:** December 1, 2010

**ENDING DATE:** February 28, 2026

**ANNUAL/MONTHLY RENT:** Base rent of \$8.50 per square foot per year or \$0.7083 per square foot per month, triple net, plus scheduled increases

**UTILITIES TO BE PAID BY TENANT:** gas, water, electric, telecommunications, trash

**1. PREMISES:**

Leon International, LLC hereafter referred to as "Landlord", for and in consideration of the rents, covenants, and agreements contained in this Lease, to be kept and performed by the parties, does hereby lease to the County of El Paso Texas hereafter referred to as "the Tenant" the property located at 2015-2019 E. Missouri Street, El Paso, Texas to include the exclusive use of parking areas, hallways, and other common areas (collectively the "Premises") to have and to hold for the duration of the term described above.

**2. USE:**

Tenant shall use the Premises for official government offices and for no other purposes, without prior consent of the Landlord. Tenant shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, zoning restriction, or any ordinance or governmental rule, regulation or requirement. Landlord shall permit Tenant and its employees and contractors to enter the Premises prior to the commencement of the term to enable Tenant to do such things as Tenant may need to do to make it ready for occupancy.

**3. TERM AND RENT:**

a. The term of this Lease shall commence upon December 1, 2010 unless otherwise

agreed to by the Parties. The term shall be for a total period of 183 months provided that the initial three months of Tenant occupancy of the premise shall be without a base rent charge to Tenant and such costs shall not be included in any other charge to Tenant including the insurance, maintenance, or tax expenses detailed below. Tenant's responsibility to pay rent and share in the additional costs shall commence in the fourth month after Tenant occupancy of the Premises. As additional consideration and incentive for Tenant to enter into this Lease, Landlord has agreed to make mutually-agreeable improvements to the Premises as detailed in Attachment "2" and made part hereof. In the event that Tenant chooses to terminate this Lease pursuant to the terms of this Lease and for reasons other than fiscal emergency, Tenant agrees to make payment to Landlord in accordance with the amortization schedule attached to this Lease as Attachment "3".

- b. Tenant shall pay the rent to Landlord in advance no later than the tenth (10) day of each calendar month of the term of the Lease. Rent shall be assessed at \$8.50 per square foot per year. This per square foot charge shall increase by two percent (2%) per annum (per fiscal year) during the entire term of this lease, beginning as of the date hereof, as well as during any extension or renewal hereof, as per Tenant's option to renew in paragraph 18 below, or otherwise. This amount does not include Tenant's share towards common area maintenance fees, or any operating costs of the Premises. If the commencement date is not the first day of a month, a pro-rated monthly installment shall be paid for the fraction of the month during which the Lease commences, computed at a 30 day month and a 360 day year. Tenant may pay amounts due from one or more accounts. Tenant shall pay monthly base rent as shown above with annual increases as shown in Attachment "1" attached to and incorporated into this Lease.
- c. In addition to the rent referenced above, Tenant shall timely pay as additional rent Tenant's maintenance charges related to maintenance of paved parking and related land that are intended and designated by Landlord from time to time, for-exclusive use of the Tenant. Maintenance charges shall be calculated during the first year of this Lease based on a cost of \$0.25 per square foot of the leased 13,920 square feet of space. Tenant shall include this additional cost in the monthly rent payment. Upon completion of the first year of the term, Landlord shall provide Tenant an annual written accounting of the basis for calculating the annual maintenance charges which shall then be used to calculate the maintenance charges for the upcoming year.
- d. Landlord shall pay all property taxes on the Premises as additional rent. Tenant shall timely reimburse Landlord for a proportionate share of property taxes assessed on the Premises. Taxes shall be calculated during the first year of this Lease on a cost of \$1.04 per square foot for the leased 13,920 square feet of space. Tenant shall include this additional cost in the monthly rent payment. Upon completion of the first year of the term, Landlord shall provide Tenant an annual written accounting of the basis for calculating the annual taxes which shall then be used to calculate the taxes for the upcoming year. Landlord shall include evidence that the taxes were paid on a timely basis. Tenant shall not be responsible for any penalties or interest assessed for late payment of Taxes by Landlord. Landlord's failure to pay the taxes when due is a

default of this agreement.

- e. Landlord shall at Landlord's own expense procure and maintain at all times during the term of this Lease, a policy or policies of insurance covering loss or damage to the Premises in the amount of the full replacement value of the Premises (exclusive of Tenant's trade fixtures, equipment, and contents) providing protection against all perils included within the classification of fire, extended coverage, vandalism, mischief, sprinkler leakage and special extended peril (all risk insurance). Insurance charges shall be calculated during the first year of this Lease based on a cost of \$0.26 per square foot of the leased 13,920 square feet of space. As additional rent, Tenant shall timely reimburse to the Landlord this additional cost of insurance in the base monthly rent payment. Upon completion of the first year of the term, Landlord shall provide Tenant an annual written accounting of the basis for calculating the annual insurance charges which shall then be used to calculate the insurance charges for the upcoming year.

**4. UTILITIES:**

Tenant shall timely pay the cost of electric, gas, water and telephone utilities for the leased space, including installations and/or service charges and deposits required by the utility companies, if any. Tenant shall be responsible for costs of solid waste disposal.

**5. SERVICES FURNISHED BY LANDLORD:**

Subject to specific allocation of costs and responsibilities set forth in paragraph 7 below, Landlord shall use its best efforts to furnish Tenant, at Landlord's expense, the following services: air conditioning and heating in season, hot and cold water, electricity and proper facilities to furnish sufficient electrical power.

**6. TENANT LIABILITY INSURANCE:**

Tenant shall self-insure or carry, at Tenant's expense, general liability insurance.

**7. MAINTENANCE AND REPAIRS, ALTERATIONS AND ADDITIONS:**

- a. Landlord's Obligations: Landlord shall commence required repairs as soon as reasonably possible after notice by Tenant or through observation by Landlord. Except for damage caused by negligent or intentional act or omission of Tenant and Tenant's agents, employees or invitees, Landlord, at Landlord's expense, shall keep in good condition and repair: structural walls, roof, foundation, and exterior plumbing up to the point plumbing lines enter the building, interior plumbing such as ruptured lines or stoppage in sewage by roots or line breakage. If Tenant causes stoppage, Tenant shall repair the stoppage at Tenant's expense. Other fixed equipment such as electrical power sources (excluding utility-owned power lines) are to be maintained by Landlord. Landlord shall not make any changes to the premises which materially impair the size or dimensions of the demised premises nor shall Landlord make any changes to the aggregate amount of the parking space, without

prior consent of the Tenant which consent shall not be unreasonably withheld.

- b. Air conditioning, ventilation, and heating, ("HVAC") maintenance: Landlord will hire an acceptable maintenance contractor for the HVAC systems, manage such contract and pass the cost through as a reimbursable expense to the Tenant on a monthly basis. This maintenance contract will include general and preventive maintenance, filters and cleaning of the HVAC units as required. As additional rent, Tenant will timely reimburse Landlord for the HVAC maintenance contract cost and other maintenance costs not exceeding \$1,000 per calendar quarter. Landlord will be responsible for any required repairs and replacement costs exceeding \$1,000 per calendar quarter.
- c. Alterations and Additions: Tenant shall not, without Landlord's prior written consent, make any alterations, additions, improvements or utility installations in, on or about the Premises, except for non-structural alterations. Any alterations or additions shall be done in a good and workmanlike manner in accordance with all applicable legal requirements. All alterations, additions, or improvements made to the structure by the Tenant shall become the property of the Landlord at the termination of this Lease, except for unattached movable fixtures.
- d. Tenant shall keep and maintain the interior of premises not required to be maintained by Landlord, in good and sanitary order, damage by ordinary wear and tear excepted.

Upon expiration of this Lease, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear, and damage by fire, earthquake, act of God, unavoidable casualty, or the elements alone excepted. Tenant, at its sole cost and expense, agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery equipment, cabinetwork, furniture, movable partition, or permanent improvements or addition, including repairing the floor and patching and painting the walls where required for Landlord's reasonable satisfaction.

- e. Landlord and Tenant have agreed upon a schedule of improvements to be made to the Premises at Landlord's expense. A list of the improvements agreed upon as additional consideration for this Lease is attached to this Lease as Attachment "2". Landlord shall not be obligated to pay for any improvements not described/set forth on Attachment "2". Attachment "2" also contains a drawing showing general improvements agreed upon. Landlord shall, in coordination with Tenant, consult with an architect, engineer, or similar professional to develop specific scaled drawings necessary to design and construct the improvements as agreed upon. Landlord shall be responsible for contracting for and supervising all improvements to be made. Improvements shall be made in accordance with specifications and schedule agreed upon between Tenant and Landlord and shall be done in a professional and workmanlike manner. Landlord shall additionally upgrade lighting to energy-efficient T-8 lighting fixtures. The Premises shall be deemed to be ready for Tenant occupancy when Landlord's work on the Premises as described in Attachment "2" is substantially complete.

- f. It is understood and agreed that Tenant has the sole right of exclusive use and occupancy of the Premises, to Landlord's exclusion and without Landlord liability except as may be expressly set forth in this written Lease Agreement.

**8. DAMAGE AND DESTRUCTION:**

- a. Landlord shall not be responsible for loss or damage to Tenant's fixtures, equipment or other property so installed or placed by Tenant on the Premises, except where such damage is due to Landlord's willful failure to make repairs required to be made by Landlord.
- b. Partial Damage-Insured: In the event improvements on the Premises are damaged by any casualty which is covered under an insurance policy maintained, then Landlord, with insurance proceeds only, shall repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. For purposes of this provision, minor repairs shall be completed within thirty (30) days and major repairs shall be completed within sixty (60) days of the damage. Failure to make timely repairs shall be considered a breach of this Lease.
- c. Total Destruction: If during the term of this lease, the Premises shall be damaged or destroyed from any cause, whether or not covered by insurance under Section 7, so as to render un-tenantable more than fifty percent (50%) of the floor area, Tenant reserves the right to automatically terminate the Lease as of the date of such total destruction.

**9. HAZARDOUS MATERIALS:**

- a. Hazardous Material. As used in this Lease, Hazardous Material shall be defined as pollutants, toxic substances, regulated substances, oil, hydrocarbons, asbestos, or similar materials as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the federal Clean Water Act, as amended, the Texas Water Code, as amended, the Texas Solid Waste Disposal Act, as amended, and any other federal, state, or local environmental or health and safety related law, or regulation.
- b. No hazardous materials. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the premises by Tenant, its agents, or invitees without the prior consent of Landlord, which Landlord shall not unreasonably withhold provided Tenant demonstrates to Landlord's satisfaction that such Hazardous Material is necessary or useful to Tenant's operations and will be kept, stored, and used in a manner that complies with the laws regulating such Hazardous Materials so used, kept, or brought upon the Premises by Tenant. If any such Hazardous Material is permitted by Landlord, Tenant shall remove all such Hazardous Material upon the expiration or termination of this Lease and restore the Premises to pre-lease existing conditions, normal wear and tear excluded.

- c. Notice of violations. Tenant shall, within a reasonable period of notice of same, advise Landlord of (a) any government or regulatory actions instituted or threatened under any environmental law listed above affecting Tenant or the Premises; (b) all claims threatened or made by any third party against Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from Tenant's use or storage of Hazardous Material, (c) the discovery of a occurrence or condition on the Premises to be classified in a manner which may support a claim under environmental laws, and (d) the discovery of an occurrence or condition on the Premises that could cause the Premises to be classified in a manner which could subject the Tenant or the Premises to any restrictions in ownership, occupancy, transferability, or use of the Premises, under environmental laws.

**10. ASBESTOS CONTAINING MATERIALS:**

Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by federal regulations. Landlord will comply with all rules and regulations relating to asbestos in performing any construction, renovation, or remodeling of the premises and Landlord will bear all costs related to removal and disposal of asbestos from the Premises.

**11. ENTRY BY LANDLORD:**

Landlord shall have the right at reasonable times to enter the Premises to inspect the same or to maintain or repair, make alterations or additions to the Premises on any portion thereof or to show the Premises to prospective purchasers, tenants or lenders; provided however Landlord shall give three days notice to Tenant prior entering upon the Premises for such purposes.

Landlord may, at any time, place on or about the Premises any ordinary "for sale" sign; Landlord may at any time during the last thirty (30) days of a lease term place on or about the Premises any ordinary "for lease" sign.

**12. MOVE-OUT REQUIREMENTS, HOLDOVER:**

Except as otherwise provided in this Lease, if either party intends to vacate the premises or terminate the lease, the initiating party shall provide a ninety (90) day written notice to the other party. Rent will continue until all keys to the Premises are turned over to Landlord for availability to new prospective tenants. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, this lease shall continue on a month-to-month basis.

**13. NOTICES:**

All notices or demands to be given by Landlord or Tenant pursuant to this Lease shall be in writing and shall be deemed delivered a) the date of actual hand-delivery; or b) two (2) days after depositing the notice or demand in the U.S. mail, certified or registered, postage pre-

paid, addressed to the party at the addresses listed on the final page of this Agreement.

**14. CONTINGENT FUNDING, EARLY TERMINATION:**

a. Tenant is a political subdivision of the State of Texas, and as such adopts its budget according to State law for a period of one year beginning on October 1<sup>st</sup> and terminating on September 30<sup>th</sup> of each year. The program(s) which Tenant may be conducting on the premises may also be subject to contingent funding from other sources. In the event that sufficient funds are not included in the next annual budget or funds are cut off from other sources, or fiscal emergency, Tenant may terminate this Lease by giving written notice to Landlord, effective within 90 days or on September 30<sup>th</sup> of the then-current fiscal year, whichever Tenant determines to be most advantageous to its operations on the Premises.

b. In the event Tenant builds or acquires other property suitable for housing the offices located at the Premises, Tenant may terminate this lease by giving written notice to Landlord, effective within 90 days or on September 30 of the then-current fiscal year, whichever Tenant determines to be most advantageous to its operations on the Premises.

c. In the event Tenant terminates this Lease prior to the expiration of the initial term pursuant to subparagraphs (a) or (b) immediately above, Tenant shall reimburse Landlord the unamortized costs of improvements as shown in Attachment "3" ("Amortization Schedule of Improvement Costs")

**15. MORTGAGES AND ESTOPPEL CERTIFICATE:**

This Lease and Lessee's rights under this Lease shall remain undisturbed in the event of foreclosure or other event changing ownership or legal title to the "Premises."

**16. CONDEMNATION:**

If the Premises or any part thereof are condemned for any public purpose to the extent that the remainder of the Premises is, in Landlord's and Tenant's opinion, not reasonably suitable for occupancy and Tenant's specific use, the Lease shall, at the option of either party, terminate. All proceeds from any taking or condemnation of the Premises shall belong to the Landlord, except that Landlord shall not be entitled to any award part made to Tenant for loss of business, depreciation to or cost of removal of Tenant's personal property. If the lease is not so terminated, Landlord shall repair any damage therein, and rental hereunder shall be abated to the extent the Premises are rendered un-tenantable in the past, present and future.

**17. LIENS:**

Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant.

**18. OPTION TO RENEW:**



Tenant is hereby granted an option to renew this lease for one (1) additional term of fifteen (15) years. Rent shall be at \$8.50 per square foot, plus a two percent (2%) per annum increase in said rent, for each fiscal year after the date of this Lease Agreement. Notice shall be given on or before thirty (30) days before the expiration of a term, and within five (5) days after receipt thereof, Landlord shall deliver to Tenant a notice of confirmation of the lease renewal.

**19. DEFAULT:**

In the event that Tenant defaults in the timely payment of rent, or violates or fails to perform any of the provisions of this Lease, Landlord shall send written notice of such default, violation or omission to the Tenant, and unless Tenant shall have completely cured or removed said default within thirty (30) days after receiving of such notice from Landlord, Landlord may thereupon re-enter the Premises, by summary proceedings or take possession of said Premises and remove all persons and property, and may elect to either cancel the Lease or re-let the Premises as agent for the Tenant or otherwise, and receive rent, applying the same to the payment of the rent balance under this Lease and the fulfillment of Tenant's covenants hereunder, the balance (if any) to be paid by Tenant, who shall remain liable for any deficiency.

If Landlord or Tenant breaches this Lease, both may exercise their rights and remedies as they may be entitled to under law or equity.

**20. AMERICANS WITH DISABILITIES ACT:**

Prior to occupancy by Tenant, Landlord shall make necessary interior and exterior modifications to the Premises agreed upon to make the Premises accessible for disabled persons in accordance with the Americans with Disability Act (ADA). Tenant and Landlord covenant to make reasonable, mutual efforts to make accommodation for matters on the Premises related to the ADA.

**21. REAL ESTATE BROKER FEES:**

Tenant is represented by Recon Real Estates Consultants Inc. and Jack Peitzer in this transaction. Landlord is responsible for payment of any and all real estate broker commission fees and has executed a separate broker's agreement with Recon, Inc. and Jack Peitzer for payment of such fees.

**22. MISCELLANEOUS:**

- a. Landlords Furniture and Equipment: Landlord has left various used desks, filing cabinets, and sundry office equipment ("Equipment") belonging to Landlord on the leased Premises. Landlord hereby grants Tenant the right to utilize this Equipment in connection with fulfilling Tenant's official duties for so long as Tenant is occupying the Premises pursuant to this Lease. Tenant shall exercise reasonable care in the use and maintenance of the Equipment and shall use the Equipment at Tenant's own risk.

Landlord does not make any warranty as to the condition of the Equipment or suitability for any intended use. Landlord reserves the right to remove any Equipment Landlord may require, provided that Landlord shall give Tenant a reasonable period of notice so that the Tenant may replace any Equipment removed. In the event the Equipment becomes obsolete, worn out through normal use, or Tenant no longer has use for the Equipment, Tenant shall notify Landlord of same. The Equipment shall remain the property of the Landlord and Landlord, at Landlord's own discretion, may remove some or all of the obsolete Equipment or permit Tenant to dispose of the Equipment through disposal or donation. The Equipment not so removed shall remain the property of the Landlord upon the termination of this Lease and be returned to Landlord in its present condition, normal wear and tear excepted.

- b. Signs: Tenant may, at Tenant's expense, install signs approved by the Landlord. All signs shall be removed at the termination of this lease. Sign work shall be done in such a manner to avoid injury, defacement or overloading of the building.
- c. Severability: If any provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the extent permitted by law.
- d. Assignment and Subletting: Tenant shall not assign, sublet, transfer, pledge, or encumber this Lease or any interest therein without the prior consent of Landlord, which will not be reasonably withheld.
- e. Amendment: No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.
- f. Tenant is prohibited by law from indemnifying Landlord. Tenant does not agree to indemnify Landlord under any circumstances. Landlord acknowledges that no tax, nor interest nor sinking fund has been set, adopted, or established for the payment of any indemnity or obligation.
- g. Landlord covenants and agrees that, upon payment by Tenant of the rent and upon Tenant's observance of the covenants and agreements provided for in this Lease, Tenant shall, subject to all zoning ordinances and other laws and regulations governing or regulating the use of the premises, and all easements, rights-of-way, and prescriptive rights, at all times have peaceable and quiet enjoyment and possession of the demised premises.
- h. Tenant, at Tenant's own expense, shall comply with all laws, rules, orders, ordinances, regulations, and requirements of federal, state, and municipal authorities relating to Tenant's use of the premises including without limitation, all applicable federal, state, and local laws regulating to air and water quality, hazardous materials, waster disposal, air emissions and other environmental, health, safety, and zoning

and land use matters. Tenant and Tenant's employees and agents shall observe, and comply with all reasonable rules and regulations promulgated by Landlord consistent with this Lease and the reasonable use of the premises.

- i. Entire Agreement: This instrument, and any attachments to it, constitutes the entire agreement between Landlord and Tenant relative to the Premises and this Agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant.

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**EL PASO, COUNTY, TEXAS**

**LANDLORD**

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Anthony Cobos  
El Paso County Judge

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Leon International, L.L.C.  
K. Alan Russell, Manager

Approved As to Form:

**ATTEST:**

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Assistant County Attorney

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Delia Briones  
County Clerk

**NOTICES TO BE DELIVERED UNDER THIS LEASE**

Tenant:

Anthony Cobos  
El Paso County, Texas  
500 E. San Antonio, Third Floor  
El Paso, Texas 79901

El Paso County Attorney's Office  
General Counsel Section  
500 E. San Antonio, Room 503  
El Paso, Texas 79901

Landlord:

K. Alan Russell  
Leon International, L.L.C.  
2000 Wyoming Ave.  
El Paso, Texas 79903