

LEASE

BETWEEN

COUNTY OF EL PASO, EL PASO, TEXAS

AND

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this **21st** day of **May**,
in the year one thousand nine hundred and **fifty two** by and between

COUNTY OF EL PASO, EL PASO, TEXAS

whose address is

El Paso, Texas.

for **itself, its** heirs, executors, administrators, successors, and assigns, hereinafter called
the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and
agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

A tract of land comprising approximately 10.097 acres of land in Ascarate
PARK, El Paso, Texas, beginning at Monument No. 9 on the westerly line of
Ascarate Park; thence S. $35^{\circ}39'$ E. 188.02 ft. to a point; thence S. $33^{\circ}12'$
E. 250.29 ft. to a point; thence S. $43^{\circ}21'$ E. 250.36 ft. to a point; thence
S. $50^{\circ}00'$ W. 600.00 ft. to a point; thence N. $41^{\circ}43'$ W. 700.86 ft. to a
point; on the westerly line of Ascarate Park; thence N. $45^{\circ}41'$ E. 180.0 ft.
to Monument No. 7; thence N. $44^{\circ}13'$ E. 222.51 ft. to Monument No. 8; thence
N. $61^{\circ}28'$ E. 254.49 ft. to Monument No. 9 and place of beginning.

to be used exclusively for the following purposes (see instruction No. 3):

Border Patrol Training School

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
July 1, 1952
and ending with **June 30, 1953**

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of **One Dollar (\$1.00) per annum**

and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least **thirty** days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the **thirtieth** day of **June 2052**

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

Nothing additional.

7. The Government shall pay the Lessor for the premises rent at the following rate:

One Dollar (\$1.00) per annum.

Payment shall be made at the end of each **fiscal year.**

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government **ninety** days before the termination of the lease.

