

**AMENDMENT NO. 2  
TO LEASE AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
BOKUM BURRO ALLEY, LLC**

**THIS AMENDMENT** is made and entered into as of this 12<sup>th</sup> day of April, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico, hereinafter referred to as the “Lessee,” and **Bokum Burro Alley, LLC**, a New Mexico limited liability company, located at 142 West Palace Avenue, Suite 300, Santa Fe, New Mexico, hereinafter referred to as the “Lessor.”

**WHEREAS**, Lease Agreement No. 2011-0190-CSD/PL was made and entered into on February 15, 2011;

**WHEREAS**, by Amendment No. 1, the term of Lease Agreement No. 2011-0190-CSD/PL was extended to February 28, 2014, and certain provisions of Lease Agreement No. 2011-0190-CSD/PL were amended to provide for janitorial services to be provided by the Lessor and Lessee’s annual rent was increased;

**WHEREAS**, by this Amendment No. 2 the parties wish to amend Lease Agreement No. 2011-0190-CSD/PL to provide for the Lessee’s rental of additional square footage on the first floor of the Bokum Building and an increase in the Lessee’s annual rent.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Article 1, **Conditions of Lease**, is amended by deleting subparagraph “a.” in its entirety and replace it with:

a. This lease pertains to 13,689 square feet of office space which it designated on the attached floor plan attached hereto as Exhibit A.

2. Article 2, **Compensation**, is amended by deleting subparagraph “A” in its entirety and replace it with:

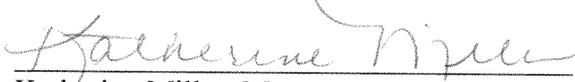
A. Pursuant to the Lessee’s exercise of its second extension option and certain amendments to this Lease Agreement as stated herein, Lessee agrees to pay Lessor annual rent in the amount of \$16.50 per square foot per month and \$2,500 per month for janitorial services.

B. Lessee’s monthly rent from March 1, 2012 to April 30, 2013 shall be \$21,026.75 due and payable on April 1, 2013. Lessee’s monthly rent beginning May 1, 2013 to May 30, 2013 shall be \$21,470.19 due and payable on May 1, 2013. Lessee’s monthly rent beginning June 1, 2013 to February 28, 2014 shall be \$21,322.38 due and payable on the first day of each month.

3. All other provisions of Lease Agreement No. 2011-0190-CSD/PL not specifically amended by Amendment No. 1 and this Amendment No. 2 remain in full force and effect.

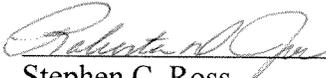
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

  
Katherine Miller, Manager

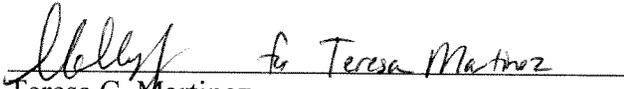
4-12-13  
Date

**APPROVED AS TO FORM:**

  
Stephen C. Ross  
Santa Fe County Attorney

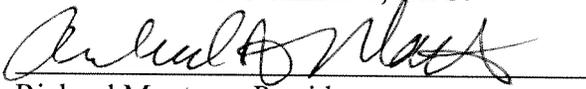
4-11-13  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
Teresa C. Martinez  
Santa Fe County Finance Director

4-12-13  
Date

**BOKUM BURRO ALLEY, LLC:**

  
Richard Montoya, President

4-16-13  
Date

**EXHIBIT A**

EXHIBIT

A

tabbles



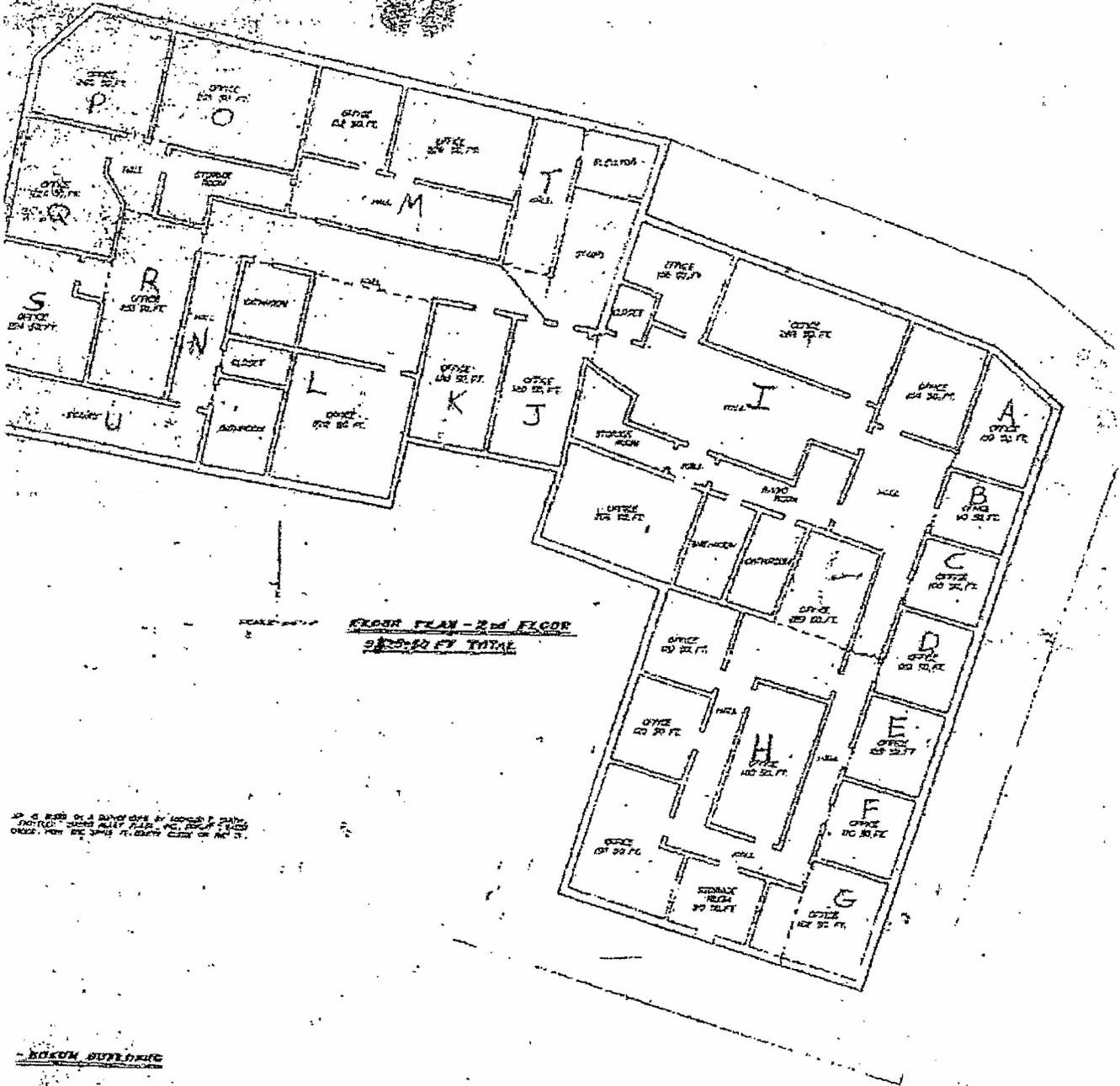
674 SQ. FT. 1ST FLOOR

FLOOR PLAN - 1st FLOOR

SCALE: 1/8" =

*300 pm Joseph*

9325 59 FT  
2ND FLOOR



FLOOR PLAN - 2nd FLOOR  
9,325 SQ FT TOTAL

IF A ROOM OR A DIVISION OF A ROOM IS NOT SHOWN ON THIS PLAN, IT IS NOT TO BE CONSIDERED AS PART OF THE BUILDING.

BOKUM BUILDING

SECTION A-Z

BOKUM BUILDING  
142 W. PALACE AVENUE, CITY OF SANTA FE,  
SANTA FE COUNTY, NEW MEXICO

THE ARCHITECTURAL RECORDS SURVEYORS  
1000 N. 1ST ST. SUITE 100  
SANTA FE, N.M. 87501

A-286

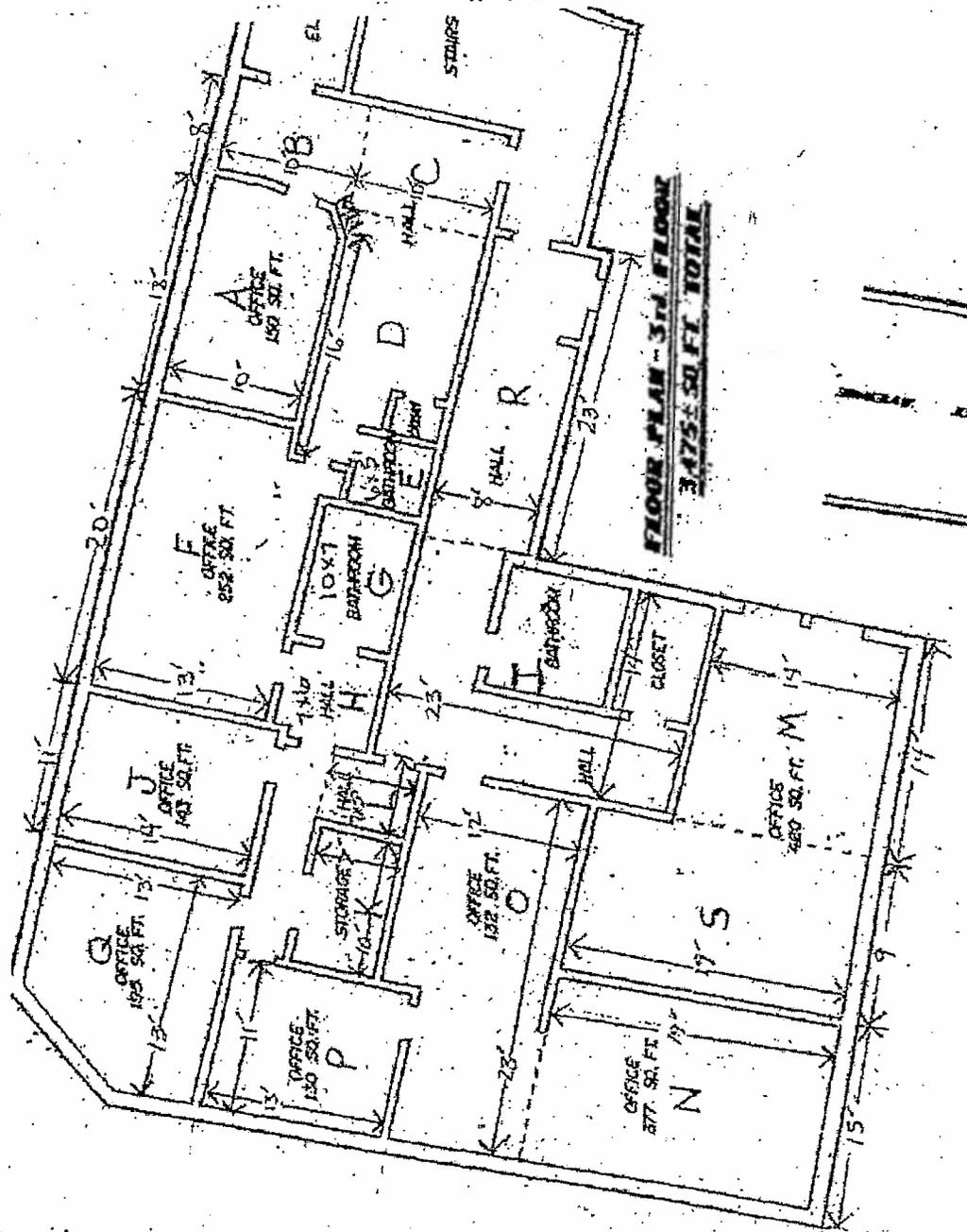


EXHIBIT A-3