

**LAND LEASE AGREEMENT  
BETWEEN  
ROBIN MARTIN REVOCABLE TRUST  
AND  
SANTA FE COUNTY**

This Lease Agreement (hereinafter "Lease") is made and entered into this 6<sup>th</sup> day of October, 2009, by and between the Robin M. Martin Revocable Trust (hereinafter "Lessor") and Santa Fe County (hereinafter "Lessee"), a political subdivision of the State of New Mexico, for the purpose of leasing vacant property for use by the Lessee as a park and for recreational activities.

Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, during the Term (as defined below), leases that certain premises located in the County of Santa Fe, State of New Mexico, described on Exhibit A attached hereto and incorporated herein by reference, consisting of approximately one (1) acre of land as shown on the plat attached hereto and incorporated herein as Exhibit A; provided however that only the area hatch marked in on Exhibit A is to be leased hereunder, and not the area south of the adobe wall nor the western "left leg" portion of the property, neither of which is included in this Lease. The leased premises are hereinafter referred to as the "Premises".

1. **Term.** The initial term of this Lease (hereinafter the "Initial Term") shall be for a period of ten (10) years, beginning on the 1st day of October, 2009, and ending on the 30th day of June, 2019. The Initial Term may be extended for an additional five (5) year renewal term if at the end of the Initial Term both Lessor and Lessee consent to such renewal. If either party does not wish to renew the Lease, notice must be given to the other party at least ninety (90) days prior to the end of the Initial Lease Term. If such notice is not given by either party, then this Lease shall continue for an additional five (5) year period ("Renewal Term").

2. **Rent.** Lessee agrees to pay Lessor as rent for the Premises the sum of One Thousand Five Hundred Dollars (\$1,500.00) per annum, which rent shall be paid on the first day of July. In the event the Lease commencement date is not on July 1, the rent shall be prorated accordingly. Rent will be increased each year by the annual increase in the Consumer Price Index (Consumer Price Index-Seasonally Adjusted U.S. City Average for All Items for All Urban Consumers, (1982-84=100); published monthly by the Bureau of Labor Statistics of the United States Department of Labor; "CPI-U"). The increase will be measured for the second year of the Lease Term based on the increase in the CPI-U from May 2009 to May 2010. Each year thereafter the rent will be increased on July 1 by the corresponding increase in the CPI-U for the twelve (12) months preceding the rent increase measured from May of the prior calendar year to May of the current calendar year. All rent payments shall be made to the Robin Martin Revocable Trust, P.O. Box 1116, Santa Fe, N.M. 87504.

3. **Purpose.** The Lessee shall use the Premises for recreational and park functions from the hours of 6:00 a.m. to 10:00 p.m. daily. Lessee will post signs at the Premises clearly indicating the park hours.

4. **Building and Improvements.** Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements as may be necessary to improve the Premises for the Lessee's permitted use; subject, however, to Lessee obtaining Lessor's prior written consent to such changes, alteration and approvals, not to be unreasonably withheld. No night time lighting shall be allowed. All fixtures and improvements of every kind and nature whatsoever installed by Lessee shall remain the property of Lessee, who may remove the same upon the termination of this Lease, provided that such removal shall be done in such a manner as not to injure or damage the Premises, and Lessee shall restore the Premises to their condition

prior to the installation of such improvements. Should Lessee fail to remove said fixtures or improvements as above provided by the last day of the Term, Lessor, at its option, may require Lessee to remove the same, and if Lessee fails to do so, Lessor may remove the same and charge Lessee for the cost of such removal. Notwithstanding the above, any tennis court installed by Lessee shall be removed only with Lessor's permission.

5. **Improvements.** Lessee, during the term of the Lease shall maintain all improvements on the Premises in good order, and in a neat, clean and tidy condition. Such maintenance shall include but not be limited to watering trees on the Premises, cutting and removing weeds, removing trash, and assuring there are no fire hazards on the Premises.

6. **Utilities.** Lessee shall be responsible for payment of all utilities and other charges of whatsoever kind and nature, including but not limited to, charges for electrical, gas, garbage, water, sewage, telephone, and other services, which may be incurred in connection with Lessee's use of the Premises.

7. **Taxes.** Lessee shall pay any and all taxes and levies assessed upon any personal property, fixtures and improvements belonging to Lessee and located upon said Premises, and all leasehold and possessory interest taxes with respect to the Premises, levied or assessed by any proper taxing authority. Lessee shall also reimburse Lessor for any increase in the ad valorem taxes on the Premises attributable to Lessee's installation of improvements.

8. **Assignment and Sublease.** Lessee may not assign this Lease or sublet the Premises.

9. **Insurance.** Lessee agrees to maintain insurance coverage during the Term of this Lease consistent with its potential liability under the New Mexico Tort Claims Act, as the same

may be amended from time to time with Lessor named as an additional insured as its interest may appear. A certificate evidencing such insurance shall be provided by Lessee to Lessor prior to the execution of this Lease. No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessee or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*

10. **Signs and Personal Property.** Lessee may place unlighted signs on the Premises; provided, however, that all such signs shall conform to applicable law and must be submitted to Lessor for prior approval, not to be unreasonably withheld. All personal property, *e.g.*, signs and improvements of Lessee, its employees, agents, customers and invitees, kept on the Premises shall be in furtherance of the use of the Premises, as permitted under this Lease, and at the sole risk of the Lessee, and Lessor shall not be liable for any damage thereto.

11. **County Commission Approval.** This Lease shall not be binding or effective until approved by the Santa Fe County Board of County Commissioners.

12. **Default.** In the event that Lessee shall be in default of any of the terms or conditions of this Lease, and after thirty (30) days written notice by Lessor should the default remain uncured, Lessor may terminate this Lease and may pursue any claim for damages in appropriate legal proceedings. In the event either party shall bring legal action to enforce the terms of this Lease, the prevailing party shall have the right to recover their attorney's fees and costs from the non-prevailing party incurred in such enforcement.

13. **Holding Over.** In the event that Lessee shall hold over and remain in possession of the Premises with the consent of the Lessor, such holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained in this Lease.

14. **Notices.** Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or three days after deposited in the United States mail, postage prepaid, return receipt requested addressed to:

**Lessee:** Santa Fe County  
Attn: Roman Abeyta  
102 Grant Avenue  
Santa Fe, NM 87501

**Lessor:** Robin M. Martin Revocable Trust  
P.O. Box 1116  
Santa Fe, NM 87504

15. **Waiver.** Waiver by either party of any default in performance of any of the terms, covenants or conditions contained in this Lease shall not be deemed a continuing waiver of the same or any subsequent default under this Lease.

16. **Compliance with Laws.** Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the Premises and the use thereof. This Lease shall be governed by the laws of the State of New Mexico.

17. **Lessor May Enter.** Lessee agrees that Lessor, its agents or employees, may enter upon said Premises at any time during the Term of this Lease, as the same may be extended, for the purpose of inspection and for any other lawful purpose.

18. **Successors in Interest.** All of the terms, covenants and conditions contained in this Lease shall continue and bind all successors in interest.

19. **Termination of Lease.** Upon the end of the Term of this Lease or any renewal thereof pursuant to paragraph 1, Lessee shall quit and surrender possession of said Premises

quietly and peaceably. Lessee shall leave said Premises free and clear of all nuisances and dangerous or defective conditions, and with Lessee fixtures and improvements removed as provided in paragraph 4 above.

20. **Amendments.** This Lease shall not be amended, changed or altered except in writing and executed by both Lessor and Lessee.

21. **Memorandum of Lease.** This Lease shall not be recorded. However, the parties shall execute, acknowledge and record the form of a memorandum of this Lease attached as Exhibit B hereto. The memorandum shall be recorded in the records of the Clerk of Santa Fe County.

22. **Non-Appropriation.** In the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any fiscal year for the payment of rent and other amounts due under this Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. Lessee shall give Lessor written notice at least forty-five (45) days in advance of such occurrence. Lessee shall be obligated in such event to remove its fixtures and improvements as set forth in paragraph 4 above.

23. **Entire Lease.** The foregoing constitutes the entire agreement between Lessor and Lessee, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein.

24. **No Representations.** Lessee confirms that Lessee is entering into this Lease based on its own inspection of the Premises, and not in reliance on any representations made by Lessor as to the condition of the Premises or its appropriateness for Lessee's intended purposes.

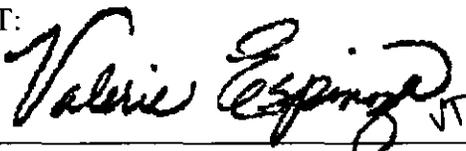
IN WITNESS WHEREOF, the parties hereto have executed this Lease and have set their hands and seals.

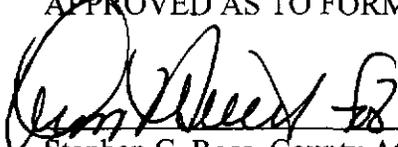
**LESSOR:**  
ROBIN M. MARTIN REVOCABLE  
TRUST

Stephen E. Watkins, Trustee  
BY STEVE WATKINS, TRUSTEE

**LESSEE:**  
SANTA FE COUNTY

By:   
ROMAN ABEYTA  
Santa Fe County Manager

ATTEST:  
  
Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:  
  
Stephen C. Ross, County Attorney





Client: Robin Martin  
Job no.: L3290-1-2  
Date: October 5, 1987

### PROPERTY DESCRIPTION

A certain tract of land near Pojoaque, Santa Fe County, New Mexico; within the Pojoaque Pueblo Grant; located within Section 9, Township 19 North, Range 9 East, NMPM; described as part of the 1935 USGLO survey of the Pojoaque Pueblo Grant; and more particularly described by metes and bounds as follows;

BEGINNING at the SW corner of this tract, Corner 5 of Exc. 253, PC 319, a 1929 USGLO brass cap monument found, thence;

N 09° 56' 01" W, 259.33 ft. to Corner 1 of said PC, a 1915 USGLO brass cap monument found, thence along the northerly boundary of said PC;  
~~S 82° 44' 38" W, 342.98 ft. to the NW corner, a 1/2 in. rebar set at a fence line on the southerly right-of-way of State Road 4, thence leaving said PC boundary, and along said fence line and right-of-way;~~  
N 70° 16' 23" E, 38.63 ft. to a spike set, thence;  
N 66° 36' 38" E, 26.14 ft. to a spike set, thence;  
N 69° 20' 54" E, 16.05 ft. to a spike set, thence;  
N 77° 13' 41" E, 87.65 ft. to a spike set, thence;  
~~S 83° 40' 50" E, 105.77 ft. to a spike set, thence;~~  
S 81° 04' 04" E, 76.20 ft. to a spike set, thence;  
S 79° 23' 23" E, 85.42 ft. to a spike set, thence;  
S 75° 53' 00" E, 18.14 ft. to the NE corner, a point on the East boundary of the Pojoaque Pueblo Grant, being also the West boundary of Nambé Pueblo Grant, from whence Corner 2 of PC 110, P 2, of the 1917 USGLO survey of the Nambé Pueblo Grant, a 1915 USGLO brass cap monument found as a witness corner, bears; S 00° 04' 03" E, 10.51 ft. distant, thence leaving said right-of-way and fence line, and along said Grant boundary;  
S 00° 04' 03" E, 205.55 ft. to the SE corner, a 1/2 in. iron pipe found on the southerly face of an adobe wall, thence leaving said wall and Grant boundary; S 81° 36' 14" W, 150.40 ft. to the POINT AND PLACE OF BEGINNING. but excluding the area south of the existing adobe wall.

This tract contains 1.0522 acres, more or less; as shown on a survey plat entitled "Martin to Pojoaque Valley School", RGSS survey no. L3290-1-2, by James D. Crowl, NMLS no. 5213, dated October 2, 1987.

**EXHIBIT B**

**MEMORANDUM OF LEASE**

Please take note that Santa Fe County, a political subdivision of the State of New Mexico has entered into a Lease with the Robin Martin Revocable Trust for that certain tract of land located in Santa Fe County, New Mexico described on Exhibit A attached hereto and incorporated herein by reference. Any inquiries with respect to the Lease can be directed to Santa Fe County, Attention: \_\_\_\_\_, 102 Grant Avenue, Santa Fe, New Mexico 87501.

**LESSEE**

SANTA FE COUNTY



By RA

Roman Abeyta, Santa Fe County  
Manager

Dated: 10-2, 2009

**LESSOR**

ROBIN M. MARTIN REVOCABLE  
TRUST

By Stephen E. Watkins

Steve Watkins, Trustee

Dated: 9-23, 2009





Client: Robin Martin  
Job no.: L3290-1-2  
Date: October 5, 1987

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