

**LEASE AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
ANTHONY TAFOYA  
FOR LEASE OF LOS POTREROS**

This Lease Agreement is made and entered into on this 10<sup>th</sup> day of JUNE, 2013 by and between **Santa Fe County**, a political subdivision of the State of New Mexico, hereinafter referred to as "Lessor" and **Anthony Tafoya**, whose principal address is 3064 Jemez Road, Santa Fe, New Mexico, hereinafter referred to as the "Lessee."

**1. The Property and Maximum Animal Units**

- A. The Lessor hereby leases to the Lessee, to occupy and use to graze livestock and maintain the irrigated use of certain real property owned by Santa Fe County, totaling approximately 11.608 acres of irrigated pasture, located in Santa Fe County, New Mexico, T20N, R09E, Sec. 1, NMPM, commonly known as the "Los Potreros," hereinafter referred to as the "Property."
- B. For purposes of this Agreement, an "Animal Unit" or "AU" means one (1) cow and a calf. Upon the Effective Date of this Agreement, Lessee may locate a maximum of ten (10) AUs per month on the Property.

**2. General Requirements**

- A. Term of Lease Agreement; Commencement of Lease Payment. This Lease Agreement shall be effective date and binding on the parties as of the date of last signature by the parties hereto. The Effective Date for purposes of Lessee's payment of the lease payment is May 15, 2013. The Lease term shall expire one (1) year from the date of last signature by the parties hereto, unless earlier terminated pursuant to subparagraph B below. Lessor has the option of extending the term of this Agreement for two (2) years by providing written notice to the Lessee at least sixty (60) days prior to the expiration date of the initial lease. In no event will the term of this Agreement exceed three (3) years including any extension.
- B. Termination. This Lease Agreement may be terminated by Lessor at anytime upon thirty (30) days written notice from Lessor to Lessee on account of a breach by Lessee of an obligation or any Term or Condition of this Lease as stated in Paragraph 4 below and which is not timely cured to the satisfaction of the Lessor. This Agreement may also be terminated by Lessor at any time and without cause upon thirty (30) days written notice from Lessor to Lessee if Lessor determines in its discretion that it requires the Property for public purposes. In such event an adjustment in any paid

rent shall be made. Lessor's notice shall specify the effective date of the termination which shall not be less than fifteen (15) days from Lessee's receipt of the notice.

- B. Amendments. Amendments or modifications of this Agreement shall be in writing and be signed by both the Lessor and the Lessee.
- C. No partnership intended. This Lease shall not be deemed to be, nor intended to give rise to, a partnership relationship between Lessor and Lessee.
- D. Right of entry. The Lessor, as well as its agents, officials and employees, shall have the right to enter the Property at any reasonable time to consult with the Lessee, assess the status of the Property with respect to pasture quality, and make repairs, improvements, and inspections.

3. **Lease Payments**

- A. Lessee's lease payment for the Property is based on a calendar month. Lessee's monthly lease payment shall be Ten Dollars (\$10.00) per AU that Lessee maintains on the Property. Upon the Effective Date of this Lease, Lessee shall locate no more than ten (10) AUs on the Property for the purpose of reducing the pasture growth and shall not allow the Property to become overgrazed.
- B. Lessee's initial lease payment shall be prorated daily from <sup>JUNE</sup>May 16 to <sup>JUNE</sup>May 31. Lessee's first lease payment shall be due on July 1, 2013 for the period of May 16 to June 30, 2013. Lessee shall maintain up to the maximum number of AUs on the Property for such period of time so as to reduce the pasture to a healthy and sustainable condition but such period shall not exceed eight (8) weeks from May 15, 2013. 
- C. If Lessee removes the AUs from the Property in order to rotate pasture and permit the Property to rest, no monthly lease payment shall be due however Lessee shall continue to make any payments due to the acequia association, if applicable.
- D. Lessee's monthly lease payments shall be due on the first day of each month.

4. **Terms and Conditions of Lease Agreement**

- A. Lessee duties:
  - 1. Use the Property solely for grazing of AUs.
  - 2. Use the Property in accordance with commonly accepted agricultural practices

which conserve the health and sustainability of the Property and reasonably conserve the value and future use of the Property and prevent all unnecessary waste, loss, or damage to the Property;

3. Do not permit the Property to become overgrazed;
4. Do not exceed the maximum capacity of ten (10) AUs per month;
5. Use the water rights associated with the Property for irrigation of the Property;
6. Pay annual dues to the Los Cuevos acequia association;
7. Provide labor for the annual Spring cleaning and/or maintenance of the acequia or pay the acequia maintenance fees in lieu of providing labor;
8. Make necessary improvements, maintain the fence and water irrigation system associated with Lessee's use of the Property and to maintain the Property;
9. Do not permit trash or debris to accumulate on the Property;
10. Do not use any herbicides or pesticides without the Lessor's prior written approval;
11. Do not use the Property for storage of Lessee's personal equipment or materials without the prior written approval of the Lessor;
12. Timely report to the Lessor any incidents of damage or vandalism to the Property.

- B. Subleasing. Lessee shall not lease or sublet any part of the Property or assign this Lease Agreement to any person or persons without the advance written consent of the Lessor. Any sublease or assignment of this Lease Agreement without the prior written consent of the Lessor shall be null and void and of no effect.
- C. Costs and Expenses. Lessee shall be solely responsible for all operations and all costs associated therewith Lessee's use of the Property for grazing and maintenance of the Property including irrigation.
- D. Lessee's Personal Equipment. Storage of Lessee's equipment shall be at the Lessee's own risk and the Lessor does not warrant any care or security for said equipment nor shall Lessor be responsible for any loss or damage sustained by Lessee.
- E. Waste or Hazardous Materials. Lessee's activities shall not violate any federal, state or local environmental laws governing dumping or disposal of hazardous materials or waste on the Property.
- F. Hunting. Lessee shall have no hunting rights, nor shall Lessee allow any hunting, trapping, or recreational shooting of any type on the Property at any time.
- G. Improvements to the Property. Lessee, at Lessee's expense and with Lessor's prior consent, may make improvements to fences, water or irrigation systems, or other portions of the Property that Lessee deems necessary for the grazing of livestock. Permanent improvements affixed to the Property shall not be removed from the

Property upon termination or expiration of this Lease Agreement. The Lessee may remove such temporary improvements at any time this Agreement is in effect, provided the Lessee leaves in good condition that part of the Property from which such improvements are removed.

- H. No Liens. Lessee shall not take any action that might cause a mechanic's or other lien to be imposed on the Property and agrees to indemnify the Lessor if actions taken by Lessee cause such a lien to be imposed.
- I. Maintaining Property. Lessee shall protect and maintain all irrigation systems, canals, and fences on the Property.

- I. Illegal Activities. Lessee shall not plant or attempt to produce any illegal crops or engage in any illegal activity on the Property. Lessor reserves the right to disapprove uses that may have a negative effect on the public health or safety or will have a long term negative effects on the Property.


- J. Insurance. Lessee shall furnish the Lessor with a certificate of insurance coverage showing insurance in the amounts specified by Paragraph 7 of this Lease Agreement and shall give immediate notice of any cancellation or termination of the policy. For the term of this Lease Agreement, Lessee agrees that all applicable insurance policies shall name the Lessor as an additional insured and Lessor shall be entitled to receive notice of any cancellation or termination of insurance coverage.

5. **Indemnity**


- A. ~~The Lessee shall defend, indemnify, and hold harmless the Lessor and its officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Lessee's occupation, activities and use of the Property under this Lease, including but not limited to, the Lessee's breach of any of its obligations under this Lease.~~


- B. The Lessee agrees that the Lessor shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the Lessor and that such suit will not be settled without the Lessor's consent, such consent not to be unreasonably withheld. ~~If a conflict exists between the interests of the Lessor and the Lessee in such demand, suit, or cause of action, counsel shall be retained by Lessee to represent the Lessor's interest. In such conflict situation, County shall approve any legal counsel retained by Lessee to represent the County's interest.~~

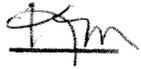
C. The Lessee's obligations under this section shall not be limited by the provisions of any insurance policy the Lessee is required to maintain under this Lease.

6. **New Mexico Tort Claims Act**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessor or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-1-1, et seq.



7. **Insurance (NOT USED)**



~~A. General Conditions. The Lessee shall submit proof of insurance to Lessor required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.~~

~~B. General Liability Insurance, Including Automobile. Lessee shall procure and maintain during the term of this Agreement an automobile insurance policy of \$750,000 bodily injury including death, and property damage of \$200,000 for any one occurrence. Said policies of insurance shall include coverage for all use or operations performed by Lessee; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off the Property under which this Lease is an insured contract.~~

8. **Independent Entity**

The Lessee and its agents and employees are independent entities and are not employees or agents of the Lessor. Accordingly, the Lessee and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the Lessor's vehicles, or participate in any other benefits afforded to employees of Lessor. Except as may be expressly authorized elsewhere in this Agreement, the Lessee has no authority to bind, represent, or otherwise act on behalf of the Lessor and agrees not to do so.

9. **Release**

Upon the expiration or termination of this Lease, the Lessee releases the Lessor, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Lease.

10. **Notices**

All notices required to be given to the Lessor under this Lease shall be mailed (pre-postage paid) to:

Santa Fe County  
County Attorney's Office  
PO Box 276  
102 Grant Avenue  
Santa Fe, NM 87504-0276

All notice required to be given to the Lessee under this Lease shall be mailed (pre-postage paid) to:

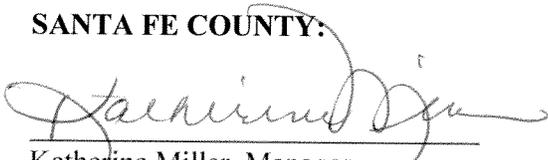
Anthony Tafoya  
3064 Jemez Road  
Santa Fe, NM 87507

11. **Integration**

This Lease Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreement, covenants and understanding have been merged into this Lease Agreement. No prior or contemporaneous agreement covenant or understanding verbal or otherwise for the parties or their agents shall be valid or enforceable unless embodied in this Lease Agreement.

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

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Katherine Miller, Manager

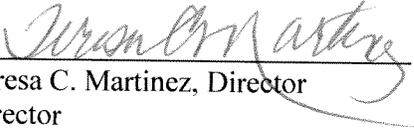
Date: 6/10/13

**Approved as to Form:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

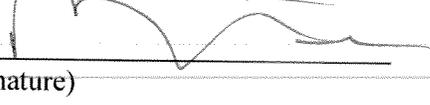
6-11-13  
\_\_\_\_\_  
Date

**Finance Department Approval:**

  
\_\_\_\_\_  
Teresa C. Martinez, Director  
Director

6/13/13  
\_\_\_\_\_  
Date

**Lessee Anthony Tafoya:**

  
\_\_\_\_\_  
(Signature)

6/10/2013  
\_\_\_\_\_  
Date