

**LEASE AGREEMENT  
BETWEEN SANTA FE COUNTY  
AND  
THE ESPANOLA PUBLIC SCHOOL DISTRICT**

**THIS AGREEMENT** is made and entered into on the 10<sup>th</sup> day of September, 2013, by and between Santa Fe County (hereinafter referred to as the "County") and the Espanola Public School District, 714 Calle Don Diego (hereinafter referred to as "Espanola Schools").

**WHEREAS**, the County and the Espanola Municipal School District entered into a Lease Agreement dated April 30, 1979 (the "1979 Lease") wherein the Espanola Schools agreed to lease to the County certain real property, described in the 1979 Lease by reference to "Exhibit A," for public purposes as the County may determine;

**WHEREAS**, the 1979 Lease was amended in 1987 solely to extend the term of the Lease to April 29, 2012;

**WHEREAS**, since April 2012, by mutual agreement of the parties, the County has continued to use, occupy and benefit from its leasehold interest in the property and wishes to lease the property for a period of one (1) year with the option to renew thereafter.

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

1. In consideration of the mutual covenants and agreements between the parties, Espanola Schools agrees to lease the property, described in the 1979 Lease, as amended, a copy of which is attached hereto and incorporated by reference to "Attachment 1", to the County on the same terms and conditions as 1979 Lease Agreement, as amended, for a term of one year (1) year commencing on April 30, 2013.

2. The parties also agree to delete Paragraph 2 of the 1979 Lease, as amended, in its entirety and replace it with the following:

2. The term of this Lease shall be for a period of one (1) year beginning on April 30, 2013 and ending on April 30, 2014.

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

**SANTA FE COUNTY**

Kathleen S. Holian  
Kathleen S. Holian, Chair  
Santa Fe Board of County Commissioners

Date: Sept. 10, 2013

**ATTEST:**

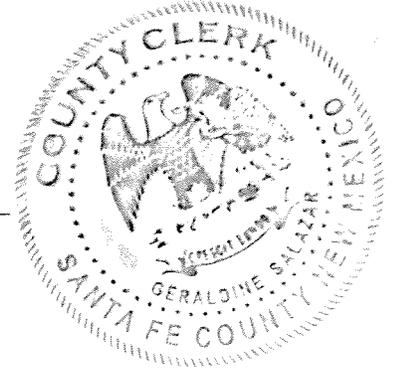
Geraldine Salazar Date: 9/10/2013  
Geraldine Salazar  
Santa Fe County Clerk

Approved as to form:

Stephen C. Ross Date: 8/27/13  
Stephen C. Ross  
County Attorney

Finance Department

Teresa C. Martinez Date: 8/27/13  
Teresa C. Martinez  
Director



**ESPANOLA PUBLIC SCHOOL DISTRICT**

Dr. Daniel Trujillo Date: 9-9-13  
Dr. Daniel Trujillo  
Superintendent

Ralph Medina Date: 9-9-13  
Ralph Medina  
President  
Espanola Public School Board

L E A S E

1  
2 THIS LEASE is entered into as of the 30th day of April,  
3 1979, between THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE  
4 COUNTY (referred to in this Lease as "County") and ESPANOLA  
5 MUNICIPAL SCHOOL DISTRICT (referred to in this Lease as "Espanola  
6 Schools").

7 1. The Espanola Schools leases to the County the real estate  
8 described in Exhibit "A" attached to this Lease, together with all  
9 improvements thereon and all furniture, personal property and  
10 fixtures therein.

11 2. The term of this Lease shall be for a period of 25 years  
12 beginning on the 30th day of April, 1979, and ending at  
13 midnight on the 29th day of April, 2004.

14 3. The County shall pay as rent to Espanola Schools at such  
15 place as Espanola Schools may designate in writing from time to  
16 time for this purpose, the sum of \$1.00 each year on or before  
17 January 30th.

18 4. The County agrees that it has examined the premises prior  
19 to the execution of this Lease and knows the condition of the  
20 premises and accepts the condition of the premises as is.

21 5. Espanola Schools agrees that the County may make such  
22 improvements on the premises for public purposes as the County  
23 may, in its discretion, determine. Upon the termination of this  
24 Lease, the County shall receive from Espanola Schools compensation  
25 for the fair market value of such improvements should Espanola  
26 Schools and the County not renew this Lease upon the same terms  
27 and conditions.

28 6. Espanola Schools shall not be liable for any damage to  
29 persons or property arising from any act of negligence of the  
30 County, or its sublessees, or from the use, maintenance or occupa-  
31 tion of the premises by the County, and the County hereby agrees  
32 to indemnify and hold harmless Espanola Schools from any and all

1 claims and liabilities for damage to persons or property arising  
2 from the County's use and possession of the premises.

3 7. Lessee shall at all times carry fire and extended  
4 coverage insurance on the buildings on the leased premises in  
5 the minimum unit prescribed for insurance of public buildings.  
6 Such insurance shall be payable to lessor and lessee. In the  
7 event of a loss and the inability of the parties to agree on  
8 disposition of insurance proceeds, the matter shall be decided  
9 by the Secretary of Finance and Administration, whose decision  
10 shall be final.

11 8. The County shall not assign all or any portion of this  
12 Lease without first obtaining the written consent of Espanola  
13 Schools.

14 9. This Lease incorporates all the agreements and under-  
15 standings between Espanola Schools and the County concerning the  
16 subject matter, and all such understandings have been merged  
17 into this written Lease.

18 10. This Lease may not be amended except in writing executed  
19 by Espanola Schools and the County. It is specifically  
20 enforceable.

21 ESPANOLA MUNICIPAL SCHOOL DISTRICT

22 By [Signature]  
23 Its [Signature]

24 BOARD OF COUNTY COMMISSIONERS OF  
25 SANTA FE COUNTY

26 By [Signature]  
27 JOHN R. ERMA, Chairman

28 APPROVED:  
29 [Signature]  
30 EARL W. POTTER  
31 County Attorney

32 ATTEST:  
[Signature]  
33 CAROLINE GONZALES  
County Clerk

1 STATE OF NEW MEXICO )  
2 : ss.  
3 COUNTY OF RIO ARRIDA )

4 The foregoing instrument was acknowledged before me this  
5 30th day of April, 1979, by Eutimo Salazar Jr.  
6 Chairman of Board of the ESPANOLA MUNICIPAL SCHOOL  
7 DISTRICT.

[Signature]  
Notary Public

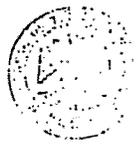
9 My Commission Expires:  
10 2/8/82

12 STATE OF NEW MEXICO )  
13 : ss.  
14 COUNTY OF SANTA FE )

15 The foregoing instrument was acknowledged before me this  
16 5th day of May, 1979, by [Signature]  
17 Chairman of the BOARD OF COUNTY COMMISSIONERS  
18 OF SANTA FE COUNTY.

[Signature]  
Notary Public

20 My Commission Expires:  
21 2/22/82



OFFICIAL SEAL  
Signature [Signature]  
PATRICIA ANI GARCIA  
NOTARY PUBLIC - NEW MEXICO  
Notary Bond Filed with Secretary of State  
My Commission Expires: 2/22/82

Chamayo School Property

DOCUMENTO GARANTIZA

Instruccion y de venta por la Compañia Impresora de Nuevo Mexi. Santa Fe, N. M.

ESTA ESCRITURA, Hecha y convenida hoy dia dos de Marzo A. D. mil novecientos y treinta y seis por y ontra Sabino Trujillo

del condado de Santa Fe Estado de Nuevo Mexico, parte 2 de la primera parte, y Pedro Trujillo, Manuel Vigil y Ramila Trujillo, directores actuando y representando al dicho distrito no. 20 del condado de Santa Fe Estado de Nuevo Mexico, parte 20 de la segunda parte:

DA FE, Que la dicha parte 20 de la primera parte, por y en consideracion de la suma de \$325.00 trescientos veinte y cinco pesos, dinero legal de los Estado Unidos, a el en mano pagado por la dicha parte 20 de la segunda parte, el recibo de la cual es por esta acusado, la dicha parte 20 de la primera parte ha concedido, contratado vendido, traspasado, y confirmado, y por causa presentes concede contrata, vende, traspasa o confirma a la dicha parte 20 de la segunda parte y a sus herederos, asignados o sucesores, para siempre, todo solar o trazo de terreno o propiedad raiz, descrito a continuacion, situado en, dentro y estando en el Condado de Santa Fe y Estado de Nuevo Mexico, a saber:

Un trazo de terreno situado en el condado de Santa Fe, distrito no. 20. Dicho cuarteron se compone de su ancho de medida de norte a sur (58 yds. 2 pies) cincuenta y ocho yardas y dos pies; la larga mide (214 yds) cincuenta y tres y todas las linderos de dicho cuarteron son como sigue Norte, tierras de Juanita M. Trujillo, Oriente, terrenos del gobierno; Sur, tierra de Nicasio Ortega; Poniente, el camino Publico.

Juntamente con todo y singular tenencias y herencias y pertenencias a las mismas correspondiente y tambien el estado, derecho, titulo e interes, cualquiera que sea tanto en la ley como en la equidad de la dicha parte 20 de la primera parte de y en la misma en toda parte y porcion de la misma, con sus pertenencias.

PARA TENER Y POSEER, las dichas premisas, arriba concedidas y descritas, con las pertenencias, a la dicha parte 20 de la segunda parte, sus herederos, sucesores o asignados, para siempre.

Y la dicha parte 20 de la primera parte, por sus herederos, ejecutores, administradores, sucesores o asignados, conviene concede, vende y conviene en y con la dicha parte 20 de la segunda parte, sus herederos, ejecutores, administradores, sucesores o asignados, que, a la hora de entregarse y sellarse estas presentes, el estaba en pleno derecho de las premisas arriba concedidas, como estado de herencia legal y que tiene bien derecho, pleno poder y autoridad legal para conceder, tratar, vender y entregar la misma en la forma y manera ya dicha y que las mismas están libres y limpias de todas otras concesiones, tratos, ventas, contratas, hipotecas, asientos, impuestos y obligaciones anteriores, de clase o forma cualquiera; y que la dicha parte 20 de la primera parte, garantiza y defiende para siempre, la quietud del titulo de las premisas arriba concedidas a la dicha parte 20 de la segunda parte, sus herederos, sucesores o asignados, en contra de todas o cualquier persona o personas que legalmente reclamen o hagan reclamo de toda o cualquier parte de ello.

EN TESTIMONIO de lo cual, la dicha parte 20 de la primera parte ha puesto a esto, su mano y sello el dia y año, primeramente arriba escritos.

Firmado, Sellado y Entregado en la Presencia de Ardan G. Chavez (Sello) Martin Ortega (Sello) Sabino Trujillo (Sello)