

**SANTA FE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 2026 - 036**

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**A RESOLUTION GRANTING THE COUNTY MANAGER AUTHORITY TO  
EXECUTE A LEASE AGREEMENT AND ALL FUTURE AMENDMENTS BETWEEN  
SANTA FE COUNTY AND THE STATE LAND OFFICE FOR A PARCEL OF STATE  
TRUST LAND LOCATED AT 89 LA PUEBLA RD.**

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**WHEREAS**, on May 9, 2000, Santa Fe County (“County”) entered into Business Lease Agreement BL-1501 with the State Land Office to lease 5.654 acres of state trust land located at 89 La Puebla Road in La Puebla, NM (“Property”) for the purpose of constructing a multipurpose teen center; and

**WHEREAS**, the original term was for a period of twenty-five (25) years through May 8, 2025; and

**WHEREAS**, in 2002 the County constructed a 4,012 square foot multipurpose teen center, with outdoor basketball court and parking (“Facility”) on the Property; and

**WHEREAS**, the facility provides after school and summer programs for the youth in the community; and

**WHEREAS**, the County and the State Land Office would like to renew Business Lease, BL-1501, for the continued use of the Property by the County, with a forty (40) year term ending May 8, 2065; and

**WHEREAS**, the County would make annual payments to the State Land Office of \$12,953 increasing 3% annually; and

**WHEREAS**, the Lease authorizes the County’s continued use of the Property and the improvements thereon for a public purpose, subject to the terms and conditions of the State Land Office Business Lease; and

**WHEREAS**, the Board of County Commissioners finds it necessary and appropriate to authorize the County Manager to execute the Lease and any future amendments thereto in order to ensure uninterrupted use of the Property and continued operation of the public facility.

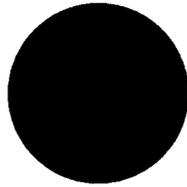
**NOW, THEREFORE, BE IT RESOLVED** that the Santa Fe County Board of County Commissioners hereby:

1. Delegates to the County Manager the authority to negotiate, finalize, and execute Business Lease No. BL-1501 and future amendments between Santa Fe County and the New Mexico State Land Office for the lease of state trust land upon which the County has constructed a public facility, with a term of forty (40) years through May 8, 2065.

**PASSED, APPROVED, AND ADOPTED ON THIS 10<sup>th</sup> DAY OF MARCH, 2026.**

SEC CLERK RECORDED 03/17/2026  
SFC CLERK RECORDED 03/17/2026





**Stephanie Garcia Richard  
Commissioner of Public Lands  
State of New Mexico**

**BUSINESS LEASE**

**Lease No. BL-1501**

THIS LEASE (the "Lease"), effective **05/09/2025** (the "Effective Date"), is made and entered into by and between the Commissioner of Public Lands, acting through the New Mexico State Land Office ("State Land Office"), hereinafter referred to as "Lessor," and [**Santa Fe County** a political and administrative division of the state of New Mexico, providing certain local governmental services], whose address is [599 Frontage Rd., Santa Fe, NM 87507], hereinafter referred to as "Lessee".

Lessor and Lessee agree and covenant as follows:

**1. LEASE.** For and in consideration of and subject to the terms, conditions, covenants and reservations contained herein, Lessor leases to Lessee the following described tract of land, hereinafter referred to as the "Leased Premises":

<b>Township</b>	<b>Range</b>	<b>Section</b>	<b>Aliquot</b>	<b>Acreage</b>	<b>County</b>
20N	09E	17	LOT 1	5.6540	Santa Fe

The Leased Premises is more specifically shown on **Exhibit A** hereto.

The rights granted herein are subject to all valid existing rights in the Leased Premises.

**2. RESERVATIONS.** Lessor reserves the right to execute leases for the exploration, development and production of geothermal resources, oil and gas, sand, gravel, coal, shale, clay, rock, building stone or materials, potassium, sodium, phosphorus, salt or any other minerals or deposits of whatsoever kind located in, under or upon the Leased Premises and all rights of access, ingress and egress through or across the Leased Premises that are necessary or convenient to such exploration, development or production. Lessor further reserves the right to grant rights-of-way and easements over, upon, or across the Leased Premises for public highways, railroads, tramways, telephone, telegraph and power lines, irrigation works, sewer lines, drainage ditches, mining, logging, and for other purposes pursuant to NMSA 1978, § 19-7-57. Except with respect to the reservations above, Lessor's interest in the Leased Premises shall be non-possessory during the term of this Lease.

**3. TERM.** The term of this Lease shall begin on the Effective Date and end at midnight on **05/08/2065**, unless terminated earlier as herein provided. Nothing contained herein shall limit the right of Lessor to sell or exchange the Leased Premises during the Lease term.

SEC CLERK RECORDED 03/17/2026

SANTA FE COUNTY RECORDS 2026 03 17 10 29

**4. RENT; HOLDOVER; METHOD OF RENT PAYMENT.**

A. Lessee shall pay to Lessor as rent for the Leased Premises and for the rights and privileges granted hereunder as specified below. Rent shall be due and payable in advance on or before the term beginning date shown on the Rent Schedule without demand or invoice. Interest on delinquent rent payments shall accrue from the date the payment becomes due at the rate of one percent a month or any fraction of a month. Lessee shall also pay a late processing fee of **\$50.00** for any delinquent payment of rent, in accordance with Lessor's schedule of fees. Time is of the essence in the performance of this agreement.

**Please see Exhibit "B" for the rental schedule.**

B. If Lessee or anyone claiming under Lessee remains or enters upon the Leased Premises after the termination of this Lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination of this Lease without Lessor's approval, such action may, in Lessor's discretion, be treated as a holdover, and Lessee shall pay daily Holdover Rent as shown in Exhibit "B", for each day or any part of a day, and Lessee shall be bound by all applicable terms of this Lease. Nothing contained herein, including Lessor's acceptance of Holdover Rent or liquidated damages, shall be construed as the grant to Lessee of the right to enter or remain on the Leased Premises for any purpose after the termination of this Lease without the prior written consent of Lessor, and no further notice to quit the Leased Premises is required. In the event of any unauthorized holding over, Lessee shall indemnify Lessor against all claims for damages by any other lessee or potential lessee to whom Lessor may have leased all or any part of the Leased Premises effective on or after the termination of this Lease. All terms and conditions of this Lease not in conflict with the language of this paragraph or Lessee's holdover status shall continue to apply to any holdover period.

C. All payments required from Lessee pursuant to this Lease shall conform to the following criteria:

i) The payment shall include the business lease number (BL-1501) located on page one of the Lease in the top right-hand corner.

ii) All payments required under this Lease and any approved Sublease shall be made with one instrument or transfer.

iii) The instrument or transfer specified above shall include a specific breakdown as to the application of the payment. For example: "\$10,000 to be applied to base lease BL-XXXX, \$20,000 to be applied to sublease BL-XXXX-00X, for a total remittance of \$30,000."

D. Lessee's duty to timely pay all rent due shall not depend on whether Lessor invoices Lessee. Lessor may invoice Lessee as a courtesy, in which case Lessee shall have the right to object to such invoices within thirty (30) days of issuance; but in the event Lessee objects to an invoiced amount, Lessee shall nonetheless pay the invoice under protest, and such payment shall be held in Lessor's suspense account until Lessee's objection is resolved pursuant to Section 24, below.

**5. PERMITTED USE.** Lessee shall use the Leased Premises for the sole and exclusive purpose of:

Office Building [Marcos Trujillo Teen Center].

No other uses shall be permitted without amendment of this Lease.

**6. IMPROVEMENTS.**

A. The following improvements shall be considered "Approved Improvements":

- 4,012 Sq. Ft. Permanent Building
- Outdoor Basketball Court
- Parking area
- Access Road
- Approved Water Well (as shown in Exhibit "C")

B. For lease reissuances or leases on acreage where there are existing improvements, Lessee shall provide a written and photographic inventory of all improvements already located on the Leased Premises, within 30 days of execution of this Lease.

C. Lessee may make the following additional improvements to the Leased Premises, which shall also be considered Approved Improvements:

NONE

No other improvements shall be placed on the Leased Premises without the written approval of Lessor to permit such improvement placement. Lessee shall maintain and protect from waste and trespass all Approved Improvements placed on the Leased Premises.

D. All improvements shall be removed prior to termination of this Lease, with the Leased Premises restored to a clean, graded and revegetated condition, unless otherwise directed in writing by Lessor.

E. Lessee's interests in the Approved Improvements, and in the Lease, are personal property interests.

F. Lessee shall erect a sign readily visible from the entrance of the Leased Premises meeting the Lessor's project identification sign specifications.

**7. NOTICE OF INTENT; IMPROVEMENT REMOVAL AND RESTORATION; SURVIVAL.**

A. Lessee shall provide Lessor written notice of Lessee's intent to re-lease or vacate the Leased Premises at least six (6) months prior to expiration of the Lease, and any application to re-lease shall be submitted at least ninety (90) calendar days prior to expiration of the Lease. Failure to provide notice as required by this paragraph may result in this Lease expiring without re-lease. Nothing in this paragraph shall be construed to give Lessee any right to renewal, or any expectation of reissuance.

B. Prior to the final termination of the Lease without re-lease, Lessee shall remove all improvements from the Leased Premises unless Lessor requires, in writing, that designated improvements be left in place, in which case such improvements shall become the property of the Lessor and no person shall be entitled to any improvement value credit for such improvements.

C. Any improvements left on the Leased Premises without Lessor's approval shall remain the responsibility of Lessee and shall constitute a nuisance until removed or abandoned. Lessor may elect to

take any necessary action to abate such nuisance, with all costs and fees incurred in so doing to be additional Rent due from Lessee.

D. Lessee shall remain liable for all damage Lessee caused to the Leased Premises, including waste or environmental damage, restoration and remediation of the Leased Premises, and insurance/indemnification provisions of this Lease, and any liability claimed against Lessor by third parties arising out of Lessee's use of the Leased Premises. This paragraph shall survive the expiration, cancellation or relinquishment of this Lease.

E. Failure to apply for re-lease or remove improvements and restore the Leased Premises prior to termination of the Lease may result in Holdover Rent charges.

F. If requested by Lessor, Lessee shall plug any water well according to the requirements of the New Mexico Office of the State Engineer and any requirements of Lessor. For wells that will remain on the Leased Premises, Lessee shall secure the well sites as directed by Lessor.

**8. FINANCIAL GUARANTEE. [RESERVED]**

9. **LIEN.** To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by Lessor in recovering said rent amount, Lessor shall have a first and prior lien on any and all improvements, fixtures and equipment placed on the Leased Premises, pursuant to NMSA 1978, § 19-7-34.

10. **RELINQUISHMENT.** Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to Lessor and be relieved of further obligations under the Lease, except as otherwise provided in this Lease (i.e., Lessee remains obligated to remove improvements and restore the Leased Premises). Such relinquishment shall not be valid or effective until approved in writing by Lessor. Lessee must file an application to relinquish the Lease at least thirty (30) calendar days prior to the date on which Lessee requests the relinquishment to go into effect. Lessor may condition relinquishment on any terms Lessor deems reasonable. Relinquishment shall be made on a form prescribed by Lessor and shall be accompanied by the required relinquishment fee as set forth in Lessor's schedule of fees. Upon relinquishment Lessee shall not be entitled to the refund of any rent previously paid.

11. **ASSIGNMENT.** Lessee shall not assign this Lease, or assign any improvements located on the Leased Premises, without the written approval of Lessor to permit such assignment. Any Lease assignment without such approval shall be null and void. Lessor may condition such Lease assignment on a change in the rent amount and the modification or addition of other Lease provisions. This Lease may only be assigned in its entirety; partial Lease assignments will not be approved. A change of Lessee name only shall not require an assignment, however any transfer of a beneficial ownership in Lessee shall require an assignment. In the event of a change of Lessee name, Lessee shall provide written notice of the same to Lessor within thirty (30) calendar days. Lessor's approval of an assignment shall not, absent a written agreement to the contrary, release Lessee from any existing liability.

12. **SUBLEASE.** Lessee shall not sublease the rights granted hereunder, any part thereof, any portion of the Leased Premises or any improvements located on the Leased Premises without the prior written approval of Lessor to permit such sublease. Any sublease without Lease amendment shall be null and void. Lessor may condition such sublease on an increase in the rent amount and the modification or addition of other Lease provisions. All subleases shall explicitly be made subject to this Lease, and shall state that, in the case of early termination of this Lease, the sublessee attorns to Lessor as direct landlord pursuant to the terms of this Lease, at Lessor's written election.

**13. WATER RIGHTS.** With the exception of water rights developed off of state trust lands and transferred by Lessee to the Leased Premises, or as otherwise agreed in writing by the Lessor and Lessee, any and all water rights developed on the Lease by Lessee shall be developed for the benefit of the trust and shall vest in Lessor. On all filings with the New Mexico Office of the State Engineer (OSE) Lessee shall indicate that the well is located on land owned by the New Mexico State Land Office and shall provide Lessor with a copy of the OSE form or application prior to or contemporaneously with submission to the OSE. Lessee shall have the use of such water rights solely for on-lease purposes associated with approved Lease operations and activities during the term of the Lease.

All water appropriated shall be pursuant to state law and regulations. Lessee, at its own expense, shall comply with all regulations of, and obtain all necessary permits and other documents from and required by, the OSE. Lessee shall not develop, move, sever, or transfer any water rights onto or from the Leased Premises without the express, written approval of Lessor, nor shall Lessee change the purpose or place of use of any water rights covered by this Lease without the express, written approval of Lessor. No water may be given, exchanged, or sold for any purpose from the Leased Premises.

Upon termination of the Lease, any water rights developed on the Leased Premises shall be conveyed by deed to Lessor or the successor in interest to the Leased Premises. Unless Lessor provides prior written consent, Lessee shall not convey water rights, wells, or any other fixtures associated with points of diversion to any party other than Lessor or the successor in interest to the Leased Premises. Lessee may be compensated for any authorized water rights developed under or in connection with the Lease by the successor in interest. No compensation shall be due from Lessor for water rights, wells, or associated physical improvements or fixtures. Compensation from the successor in interest shall be determined by an appraisal of the water rights given that their point of diversion on state trust lands cannot be changed and that their purpose of use can only be changed with Lessor's express, written consent.

**14. COLLATERAL ASSIGNMENT.** Lessee shall obtain approval of Lessor in accordance with State Land Office Rule 19.2.9.15 NMAC before making any collateral assignment or mortgage of its interest in this Lease or its improvements, and any such collateral assignment or mortgage shall be subject to the conditions, limitations and requirements set forth in the State Land Office rules. Lessor's approval of a collateral assignment or mortgage shall not release Lessee from any of its obligations under this Lease, except as agreed to in writing by Lessor. If Lessor gives Lessee a notice of default, Lessor shall simultaneously provide a copy of the notice to an approved collateral assignee or mortgagee, which shall have the right to cure the default within the time provided, subject to the requirements of State Land Office rules. An approved collateral assignee or mortgagee may succeed to the rights and duties of Lessee, and it may assign the Lease in accordance with the terms herein and State Land Office rules governing assignments.

**15. DEFAULT AND CANCELLATION.** Upon Lessee's violation of any of the terms, conditions or covenants contained herein, including the failure to pay the rent when due, or if Lessee fails to comply with any representation made in the application, Lessor may cancel this lease after providing Lessee thirty (30) calendar days' notice of the default by certified mail. The mailing of such notice as herein provided shall constitute notice of Lessor's intention to cancel the lease and no proof of receipt of such notice shall be necessary in order for Lessor to enter lease cancellation thirty (30) calendar days after the mailing of the notice, if Lessee has not cured the default to Lessor's satisfaction within said thirty-day period. In the event of a breach of the terms of this Lease by Lessee, Lessor also shall have all remedies available at law or equity. Lessor may cancel this Lease if it was obtained by fraud or executed through mistake or without authority of law.

**16. WAIVER.** No employee or agent of Lessor has the power, right or authority to orally waive any of the terms, conditions, or covenants hereof and no waiver by Lessor of any of the terms, conditions or covenants hereof shall be effective unless in writing and executed by Lessor. Lessor's waiver of Lessee's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Lessee. The failure of Lessor to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by Lessee of any of the terms, conditions, or covenants hereof, shall not constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this lease or any part thereof, or Lessor's right to thereafter enforce each and every such term, condition and covenant.

**17. COMPLIANCE WITH LAWS; NOTICE.**

A. Lessee shall at its own expense fully comply with all laws, regulations, rules, ordinances, and requirements of Lessor and applicable city, county, state, and federal authorities which have been or may be enacted or promulgated, applicable to the leased premises or to Lessee's operations thereon, including but not limited to those pertaining to public health and welfare, hazardous materials, sanitation, aesthetics, pollution, environmental protection, threatened and endangered species, water, land use (planning and zoning, building codes, etc.), cultural, historical or paleontological properties, fire, and ecology. Although Lessor, as a State of New Mexico government entity, is not generally subject to local government ordinances or requirements, Lessee shall nevertheless comply with applicable local government ordinances and requirements, unless otherwise required by Lessor in writing. Lessee's obligations under this paragraph include compliance with NMSA 1978, § 19-6-5, requiring a lessee of state trust land to protect the leased premises from waste or trespass, and all State Land Office rules and policies, including those hereafter promulgated.

B. Lessee shall notify Lessor in writing within ten (10) calendar days of (i) Lessee's receipt of any compliance order, enforcement order, notice of violation, warning letter, or other written notice of final or contemplated enforcement action taken by any federal, state, or local governmental entity against Lessee; (ii) Lessee's receipt of any order, judgment, or decree (on consent or otherwise) entered by any federal or state court against Lessee; or (iii) Lessee's receipt of any written notice of claim, written pre-suit notice, or lawsuit. Upon Lessor's request, Lessee shall promptly provide Lessor with a copy of any such order, judgment, decree, notice, letter, or lawsuit.

**18. ACCEPTANCE; ACCESS.**

A. Lessee is leasing the Leased Premises AS IS based on Lessee's own inspection and investigation of and judgment regarding the Leased Premises. Lessor makes no warranties or representations of any kind or nature with regard to the Leased Premises or with regard to this transaction. This provision shall survive the termination or assignment of this Lease.

B. Lessee is solely responsible for ensuring that Lessee will have legal access to the Leased Premises, and Lessee represents that Lessee has investigated and confirmed such access.

C. Lessee shall post signs at all existing gates directing users to leave the gate as they find it.

D. If Lessor determines that Lessee's use of the Leased Premises presents a risk of livestock escape due to failure to close gates, Lessor may require that Lessee install cattle guards at any gate location.

E. Lessee shall provide reasonable access to the Leased Premises to Lessor and Lessor's authorized representatives, agents and invitees upon 24-hours' notice, except in case of emergency. If the Leased Premises is behind a gated entrance, Lessee shall provide Lessor with a key or combination to open the lock and shall keep Lessor apprised of any change of combination or provide Lessor with new keys. Lessee shall notify Lessor of any combination change and/or provide a key within 48 hours of the change occurring. To the extent access to the Leased Premises requires crossing Lessee's adjacent fee lands, Lessee shall provide Lessor (and its employees and contractors) with such access upon 48 hours' prior notice (except for emergencies).

**19. PROTECTION OF THE LEASED PREMISES; RELEASES.**

A. Lessee shall maintain the Leased Premises and protect them from waste and trespass, including picking up and removing all trash and debris generated by Lessee.

B. Lessee shall not drive off of existing roads unless essential to Lessee's use of the Leased Premises. Lessor retains the right to absolutely restrict non-emergency off-road vehicular travel if necessary, in Lessor's determination, to protect the Leased Premises.

C. If accidental discharge, release, spill, or fire or any other event having environmental consequence occurs, including damage related to the transport or use of produced water, Lessee agrees to provide notice to Lessor at the same time and in the same manner as Lessee is required to provide to the federal, state or local agency having responsibility for enforcing compliance with environmental laws, regulations and policy, or within 24 hours, whichever time period is shorter. Lessee agrees that, upon request by Lessor, Lessor shall have access to all reports, documents, test data and all other materials provided by Lessee to or received by Lessee from a governmental agency having responsibility for enforcing compliance with environmental or other laws.

D. In the event Lessor is required to incur any reasonable cost or expense to enforce the provisions of this Lease, including but not limited to consultants, engineers, soil, air or water sampling and attorney's fees and costs, Lessee shall be liable for and reimburse Lessor for said costs and expenses. After having made an initial determination of the scope of the breach of the provisions of the contract, Lessor may extend to Lessee an opportunity to cure prior to incurring additional costs or expenses.

**20. INDEMNIFICATION; INSURANCE.** Lessor and Lessee shall each remain solely liable for any act or omission of their respective officers, employees, agents, or contractors, subject to any otherwise available defense or limitation of liability. Neither party looks to the other to save or hold harmless for the consequences of any negligence on the part of one of its officers, employees, agents, or contractors. Nothing in this Lease is intended to be a waiver of any constitutional, statutory, or common-law sovereign immunity. Any liabilities of the Lessee are limited by the terms of the New Mexico Tort Claims Act (41-4-4 et seq. NMSA 1978).

**21. REPRESENTATIONS; SCOPE OF AGREEMENT.** All representations, statements and commitments included in any lease application or proposal are incorporated herein and enforceable as a term of this Lease. This Lease incorporates all the other agreements, covenants and understandings between Lessor and Lessee concerning the subject matter hereof and all such agreements, covenants and understandings are merged into this written lease. No prior agreement or understanding between Lessor and Lessee, other than as stated above, shall be valid or enforceable unless expressly embodied in this Lease. In the event that any part of this Lease is determined to be unenforceable it is the intent of Lessor and Lessee that the remainder of the Lease remains in effect.

**22. AMENDMENT.** This Lease shall not be altered, changed or amended except by an instrument executed by both Lessor and Lessee.

**23. APPLICABLE LAW.** This Lease shall be governed by the laws of the State of New Mexico. Any appeal of an administrative contest filed by either party, or any proceeding to enforce or interpret the terms of this Lease, shall only be brought in the District Court of Santa Fe County.

**24. EXHAUSTION OF ADMINISTRATIVE REMEDIES; VENUE.** In the event that Lessee is aggrieved by a decision of Lessor with respect to this Lease, Lessee may, within thirty (30) calendar days after the date of such decision, file an administrative contest pursuant to NMSA 1978, § 19-7-64 and 19.2.15 NMAC. Lessee shall initiate no court action regarding this Lease except to appeal a final decision of the Commissioner of Public Lands rendered pursuant to such a contest proceeding, and as provided by NMSA 1978, § 19-7-64. Venue for any court action shall be exclusively in the Santa Fe County, First Judicial District, New Mexico District Court. This section shall survive termination or relinquishment of this Lease.

**25. SUCCESSORS IN INTEREST; THIRD PARTIES.** All terms, conditions and covenants of this lease and all amendments thereto shall extend to and bind the heirs, successors and assigns of Lessee and Lessor. There are no third-party beneficiaries of this Lease.

**26. NOTICES.** Notices required under this Lease and rental payments shall be made at the following physical addresses or such other address as may be provided by written notice of Lessor or Lessee. Lessee shall advise Lessor in writing within 30 calendar days of any change of Lessee's business address or other contact information. If Lessee fails to provide a current address in accordance with this section, the prior address on file with Lessor shall be legally sufficient for official correspondence. Any payments made by Lessor to Lessee that are returned and not claimed within ninety (90) days after return shall be considered forfeited by Lessee without further right to re-issuance or credit.

**To Lessor:**

Attention: **Director, Commercial Resources Division**

Mail: New Mexico State Land Office

PO Box 1148

Santa Fe, NM 87504

Courier: New Mexico State Land Office

310 Old Santa Fe Trail

Santa Fe, NM 87501

**To Lessee:**  **Check here if this is a new address that should be used for official notice.**

Attention: Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Courier: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

SEC CLERK RECORDED 03/17/2026  
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27. **LEASE ENTERED INTO UNDER STATE LAND OFFICE RULE 9.** This Lease is governed by New Mexico State Land Office Rule 9, "Business Leasing" (19.2.9 NMAC), and the provisions of that rule control the interpretation and application of the terms of this Lease except that in the event of a conflict between a provision of this Lease and other laws, the Lease controls.

28. **ELECTRONIC SIGNATURES.** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Lease may be electronically signed and that the electronic signatures appearing on this Lease are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Executed in duplicate.

**LESSEE:**

Santa Fe County

By:  [signature]

Name: JUSTIN GREEN

Title: Chair

Date: \_\_\_\_\_

**ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY**

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name).

(seal)

\_\_\_\_\_  
(Signature of notarial officer)

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY**

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before on \_\_\_\_\_ (date) by \_\_\_\_\_ (name) as

\_\_\_\_\_ (title) of \_\_\_\_\_ (name of party on behalf of

whom instrument is executed).

(seal)

\_\_\_\_\_  
(Signature of notarial officer)

My commission expires: \_\_\_\_\_

**LESSOR:**

NEW MEXICO COMMISSIONER OF PUBLIC LANDS

\_\_\_\_\_  
STEPHANIE GARCIA RICHARD

[SEAL]

Date: \_\_\_\_\_

SFC CLERK RECORDED 03/17/2026



Exhibit "B"

Lease Year	Term Dates		Total Annual Rental
	Begin	End	
1	05/09/2025	05/08/2026	\$12,953.00
2	05/09/2026	05/08/2027	\$13,471.00
3	05/09/2027	05/08/2028	\$14,010.00
4	05/09/2028	05/08/2029	\$14,570.00
5	05/09/2029	05/08/2030	\$15,153.00
6	05/09/2030	05/08/2031	\$15,759.00
7	05/09/2031	05/08/2032	\$16,389.00
8	05/09/2032	05/08/2033	\$17,045.00
9	05/09/2033	05/08/2034	\$17,727.00
10	05/09/2034	05/08/2035	\$18,436.00
11	05/09/2035	05/08/2036	\$19,173.00
12	05/09/2036	05/08/2037	\$19,940.00
13	05/09/2037	05/08/2038	\$20,738.00
14	05/09/2038	05/08/2039	\$21,568.00
15	05/09/2039	05/08/2040	\$22,431.00
16	05/09/2040	05/08/2041	\$23,328.00
17	05/09/2041	05/08/2042	\$24,261.00
18	05/09/2042	05/08/2043	\$25,231.00
19	05/09/2043	05/08/2044	\$26,240.00
20	05/09/2044	05/08/2045	\$27,290.00
21	05/09/2045	05/08/2046	\$28,382.00
22	05/09/2046	05/08/2047	\$29,517.00
23	05/09/2047	05/08/2048	\$30,698.00
24	05/09/2048	05/08/2049	\$31,926.00
25	05/09/2049	05/08/2050	\$33,203.00
26	05/09/2050	05/08/2051	\$34,531.00
27	05/09/2051	05/08/2052	\$35,912.00
28	05/09/2052	05/08/2053	\$37,348.00
29	05/09/2053	05/08/2054	\$38,842.00
30	05/09/2054	05/08/2055	\$40,396.00
31	05/09/2055	05/08/2056	\$42,012.00
32	05/09/2056	05/08/2057	\$43,692.00
33	05/09/2057	05/08/2058	\$45,440.00
34	05/09/2058	05/08/2059	\$47,258.00
35	05/09/2059	05/08/2060	\$49,148.00
36	05/09/2060	05/08/2061	\$51,114.00
37	05/09/2061	05/08/2062	\$53,159.00
38	05/09/2062	05/08/2063	\$55,285.00
39	05/09/2063	05/08/2064	\$57,496.00
40	05/09/2064	05/08/2065	\$59,796.00

Holdover Rent (per day or portion thereof)	\$372.65
Rent is net of any other costs, and Lessee shall be responsible to pay all costs, charges, taxes, impositions and other obligations related thereto. Lessor may, but is not obligated to, pay any such amounts, whether to cure a default or otherwise protect its interests hereunder, in which case Lessee shall reimburse Lessor the full amount of such payments as additional rent within thirty (30) days of written demand by Lessor.	

REC'D & RECORDED  
 SFC CLERK RECORDED 03/17/2026

# EXHIBIT "C" Water Right Summary

**WR File Number:** RG 75194      **Subbasin:** NRG      **Cross Reference:**  
**Primary Purpose:** SAN 72-12-1 SANITARY IN CONJUNCTION WITH A COMMERCIAL USE  
**Primary Status:** PMT Permit  
**Total Acres:**      **Subfile:**      **Header:**  
**Total Diversion:** 3.000      **Cause/Case:**  
**Owner:** COMMUNITY HEALTH DEV DEPT      **Owner Class:** Owner  
**Contact:** ROBERT ANAYA



## Documents on File

Transaction Images	Tm #	Doc	File/Act	Status 1	Status 2	Transaction Desc.	From/To	Acres	Diversion	Consumptive
	234051	72121	2002-09-26	PMT	MTR	RG 75194	T		3.000	
	19886C	72121	2000-12-01	EXP	APR	RG 75194	T		3.000	

acre-feet per annum.

## Current Points of Diversion

POD Number	Well Tsg	Source	Q64	Q16	Q4	Sec	Tws	Rng	X	Y	Map	Other Location Desc
<u>RG 75194</u>		Shallow	NW	NW	NW	17	20N	09E	408297.0	3981172.0 *		

\* UTM location was derived from PLESS - see Help