

**AMENDMENT NO. 1  
TO LEASE AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
S&G LAND & CATTLE COMPANY  
FOR AGRICULTURAL LEASE**

**THIS AMENDMENT** is made and entered into as of this 27<sup>th</sup> day of November 2012, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter "Lessor"), and **S & G Land & Cattle Company**, Ronnie C. Salazar, sole proprietor (hereinafter "Lessee"), whose address is 58 County Road 11, Espanola, New Mexico 87532.

**WHEREAS**, in May 2010, Lessor entered into Lease Agreement No. 2010-0174-CSD/MS (hereinafter "Lease Agreement") with Lessee for the purpose of Lessee's operation of an agricultural farm;

**WHEREAS**, under the Lease Agreement the Lessee agreed to occupy and use for agricultural farming and other agricultural purposes approximately 1,700 acres of land owned by Lessor located in Otero County, New Mexico, which includes 6 center pivot irrigated fields planted in organic alfalfa and/or grass hay with the irrigated fields totaling approximately 720 acres and approximately 980 acres of day-land pasture;

**WHEREAS**, the Lease Agreement was approved by Lessor on May 21, 2010 and the term of the Lease Agreement is two (2) years and nine (9) months;

**WHEREAS**, the Lease Agreement expires December 31, 2012;

**WHEREAS**, Paragraph 2 of the Lease Agreement permits the Lessee and Lessor to extend the term of the Lease Agreement prior to the expiration of the Lease Agreement;

**WHEREAS**, Paragraph 2.B of the Lease Agreement permits the Lessee and Lessor to amend the Lease Agreement by an instrument in writing;

**WHEREAS**, the Lessee has made a timely request for an extension and the parties desire amend the Lease to extend the term of the Lease for one (1) year and provide for an additional obligation upon Lessee to protect the leased premises from damage and depredation by wildlife.

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

1. Paragraph 2 (General Requirements) is amended by deleting subparagraph A in its entirety and replacing it with:

A. Term. Subject to Section 13 hereof, the term of this Lease Agreement is from the date approved by the Lessor to December 31, 2012. Lessee may request Lessor to extend the term for three (3) years in one (1) year increments; provided such extension shall be at the discretion of the Lessor. Lessee must request any extension of this Lease Agreement in

writing no less than ninety (90) days before expiration of the Lease Agreement or any extension thereof.

B. This Lease Agreement may be terminated by Lessor at any time upon thirty (30) days written notice from Lessor to Lessee on account of a breach by Lessee of an obligation or condition of this Lease Agreement which is not timely cured to the satisfaction of 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 or water wells used for irrigation purposes, or both and in that event an adjustment in any paid rent shall be made and Lessor shall pay Lessee the fair market value of any then unharvested growing crops located on irrigated fields and planted by Lessee during the current growing year only and upon such payment such unharvested crops shall become the property of Lessor.

C. Pursuant to Amendment No. 1, the term of this Lease Agreement is extended to December 31, 2013. Lessee has two (2) remaining one-year extensions available to extend the term of this Lease Agreement, such extensions not-to-exceed beyond December 31, 2015.

2. Paragraph 2 (General Requirements) is amended by inserting a subparagraph U that states:

U. Prevention of wildlife depredation. Lessee shall protect the Property and facilities from damage or depredation by wildlife. Lessee shall coordinate required activities with the New Mexico Department of Game and Fish and cooperate to protect the Property and facilities from damage or depredation by wildlife.

3. All other provisions of Lease Agreement No. 2010-0174-CS/MS not amended, replaced or superseded by this Amendment No. 1 remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 as of the date first written above.

**SANTA FE COUNTY**

  
Katherine Miller, County Manager

**APPROVED AS TO FORM:**

  
Stephen C. Ross  
Santa Fe County Attorney

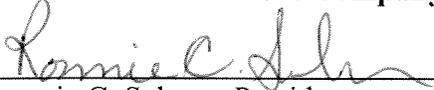
  
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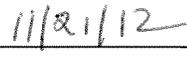
**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

  
\_\_\_\_\_  
Date

**S & G Land and Cattle Company**

  
\_\_\_\_\_  
Ronnie C. Salazar, President

  
\_\_\_\_\_  
Date