

Lease Agreement for Parking

This Lease is made between **Santa Fe County**, a political subdivision of the state of New Mexico (County), and the **Cathedral Basilica of St. Francis of Assisi**, 131 Cathedral Place, Santa Fe, NM 87501 (Lessor). The Lessor and the County shall also be referred to as a Party and collectively as the Parties.

RECITALS

WHEREAS, the Lessor owns real property known as the Cathedral Basilica of Santa Francis of Assisi located at 213 Cathedral Place in Santa Fe, NM; and

WHEREAS, the County desires to rent a portion of the Cathedral Basilica of Santa Francis of Assisi lot for the parking of vehicles belonging to County employees; and

WHEREAS, the Lessor has agreed to lease to the County and the County has agreed to lease from the Lessor a portion of the Lessor's lot to be used for parking on the terms and conditions stated in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties hereby covenant and agree as follows:

- 1. Premises.** The Premises consist of a portion of the Cathedral Basilica of Santa Francis of Assisi parking lot located at 131 Cathedral Place in Santa Fe, consisting of no less than 45 parking spaces designated for the non-exclusive use by the County for County staff vehicles. The Premises are depicted on Exhibit A, attached hereto. The Lessor agrees to the County's use of the Premises on the terms and conditions stated in this Agreement. County has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition.
- 2. Term.** The term of this Lease shall be 12 months from the effective date of this Lease. The effective date of this Lease is the date of last signature by the Parties. The term of this Lease will automatically extend for two 90-day terms (or less as specified and agreed to by the Parties) unless the County provides the Lessor 30 days' notice of the County's intent not to extend the term.
- 3. Holdover.** If the County holds over after the expiration or termination of the term of this Lease, with the express or implied consent of the Lessor, such holding over shall be a month-to-month tenancy and shall be governed by the terms, covenants, and conditions contained in this Lease. At the Lessor's option, the Lessor may increase the rent during such holding to a sum not to exceed \$80 per space per month. A time period of less than 180 days that is mutually agreed upon by the Parties under Section 2 above, will not be considered a holdover.
- 4. Rent.** The County shall pay the Lessor \$63.00 per parking space per month for a total of \$2,835.00 per month, exclusive of any applicable NMGRT. The Lessor will invoice the County for rent no later than the 25th day of the month. The County will pay Lessor monthly in advance.

County shall pay the Lessor the full amount of the invoice within 15 days from date of the County's receipt of the invoice.

5. Terms of Use.

- a. **County.** County will use the Premises exclusively for parking. Access for non-exclusive use parking for personal vehicles belonging to County employees will be from 7:00 a.m. to 7:00 p.m. Monday through Friday. There will be no overnight, weekend or holiday parking. The County will not use or permit the Premises to be used for any other purpose without the prior written consent of the Lessor. County shall provide Lessor with a list of 45 vehicles which may be amended from time to time. The list shall contain vehicle license numbers, makes and models. The County will update the list as appropriate to ensure that the Lessor has the most current and accurate list of vehicles.
- b. **Lessor.** Lessor will issue 45 parking permits in the form of hang tags (Permit) to the County. The County representative will be responsible for the accounting of all Permits issued under this Lease. In the case of lost or stolen Permits, Lessor shall invoice the County \$25.00 for each replacement Permit.

6. Assignment and Subletting. The County shall not assign, transfer or sublet any interest in this Lease without the advance written approval of the Lessor.

7. Force Majeure. No liability shall result to either Party from such Party's delay in performance or non-performance under this Lease caused by circumstances beyond such Party's control including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunction, catastrophic breakage or failure of machinery, national defense requires or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of the extent and probable duration of such cause.

8. Appropriations and Authorizations. This Lease is contingent upon sufficient appropriations and authorizations being made for performance of this Lease by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Lease shall terminate upon written notice by County to the Lessor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse Lessor for expenditures made in the performance of this Lease. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Lease shall be final and not subject to challenge by the Lessor in any way or forum, including a lawsuit.

9. Repair and Maintenance. Lessor will be responsible for all repair and maintenance of the Premises in a clean and safe condition and in compliance with the terms, covenants and conditions of this Lease and all applicable laws or local ordinances.

10. **Indemnification by the Lessor.** The Lessor shall indemnify the County, its governing board, elected and appointed officials, employees, and authorized representatives, against any and all actions, lawsuits, losses, expenses, and claims brought by third parties arising from or connected with the Lessor's lease of real property under this Agreement or acts or omissions of the Lessee, its employees, agents, independent contractors, or other invitees who use Lessee's real property for parking or other uses.

11. **Liability.** No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

12. **Notices.** All notices herein provided by either Party to the other shall be deemed to have been given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Lessor: Cathedral Basilica of St. Francis of Assisi
 Attn. Rev. Adam Ortega y Ortiz, President
 213 Cathedral Place
 Santa Fe, NM 87501

and: Michael Trujillo
 Parking Manager
 131 Cathedral Place
 Santa Fe, NM 87504-0276

To County: Santa Fe County
 Attn: County Manager
 102 Grant Avenue
 PO Box 276
 Santa Fe, NM 87504-0276

and: Santa Fe County
 Attn: Real Property Specialist
 PO Box 276
 Santa Fe, NM 87504-0276

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, and nothing shall preclude the giving of any such notice by personal service or hand delivery.

13. **Miscellaneous Provisions:**

- a. **Severability.** If any part, term, portion, or provision of this Lease is decided finally to be in conflict with any law of the United States or the State of New Mexico, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such

remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

- b. **Governing Law; Venue.** The Parties agree that the provisions of this Lease shall be construed pursuant to the laws of the State of New Mexico. Venue for any disputes or actions under this Lease will be the state district courts of the First Judicial District, Santa Fe County, State of New Mexico.
- c. **Compliance with Laws.** The Parties will comply with all laws and applicable local ordinances which may in any way apply to the use, operation, occupation, or lease of the Premises.
- d. **Successors.** Subject to the approved assignment under Section 6 above, all terms, covenants, and conditions of this Lease shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.
- e. **No Third Party Beneficiaries.** This Lease is made for the sole benefit of the Parties and no other persons or entities shall have any right of action hereon.
- f. **Quiet Possession.** County, in keeping and performing the terms, covenants and conditions herein contained on the part of County to be kept and performed, shall at all times during the term of this Lease peaceably and quietly have, hold, and enjoy the Premises.
- g. **Surrender of Premises.** Upon the expiration or termination of this Lease, the County shall peaceably and quietly leave, surrender the Premises in as good a condition and state of repair wear and tear excepted.
- h. **Modification.** This Lease may be modified or amended only by a written amendment signed by both Parties.
- i. **Authorization.** Each individual executing this Lease on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of that Party, and that this Lease is binding upon both Parties in accordance with its terms.
- j. **Recitals.** Each of the recitals is incorporated in this Lease by reference as if fully set forth in this Lease at length, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Lease and in interpreting its provisions.
- k. **Captions.** Paragraph headings in this Lease are used solely for convenience and shall be wholly disregarded in the construction of this Lease.

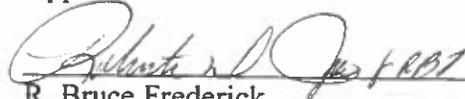
SANTA FE COUNTY



Katherine Miller
Santa Fe County Manager

Date: 8.29.18

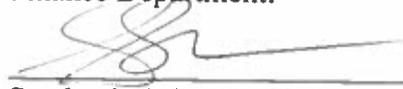
Approved as to form:



R. Bruce Frederick
Santa Fe County Attorney

Date: 8/27/18

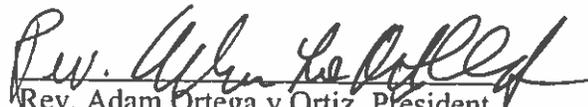
Finance Department:



Stephanie Schardin Clarke
Santa Fe County Finance Director

Date: 8/28/18

LESSOR



Rev. Adam Ortega y Ortiz, President

Date: 8/28/18



Michael Trujillo, Parking Manager

Date: 8/28/18

EXHIBIT A

