

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

BENNY J. CHAVEZ CENTER

This LEASE AGREEMENT (hereinafter "Lease") is made and entered into this 1st day of April, 2015, by and between the Espanola Public School District (hereinafter "Lessor"), and Santa Fe County, a political subdivision of the State of New Mexico (hereinafter "Lessee"), for the purpose of leasing property for the operation and maintenance of a community and senior center for use by the public. Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, during the Term (as defined below), leases that certain premises located in the Counties of Santa Fe and Rio Arriba, State of New Mexico, described on Exhibit "A" attached hereto and by reference incorporated herein, consisting of 2.494 acres of land, located at 354A Juan Medina Road, Chimayo, New Mexico 87522 (hereinafter the "Property").

1. **Term:** The term of this Lease (hereinafter the "Term") shall be for a period of one (1) year beginning on the 30th day of April, 2015, and ending on the 29th day of April, 2016, with the option to renew upon sixty (60) days written notice by the Lessee to the Lessor. Any renewal of this Lease for an additional period of time shall be part of the Term.

Lessee accepts the Property in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Property or as to the use, which may be made thereof.

2. **Rent:** Lessee covenants and agrees to pay Lessor as rent for the Property a sum in the amount of one dollar (\$1.00) per annum, which shall be paid on, or before, the 1st day of January, for each succeeding year thereafter until the termination of this Lease, without delay, deduction or default. The Lessee shall have the right to pay the full balance of the rent at any time during the Term of the Lease.

3. **Purpose:** The Lessee shall use the Property primarily for a public community and senior center.

4. **Improvements:** Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements as may be necessary to fit the Property for the Property's public purposes as the Lessee may, in its discretion determine. Upon the termination of this Lease and should the Lessor and Lessee not renew this Lease upon the same terms and conditions, the Lessee shall receive from Lessor compensation for the fair market value of any and all improvements, including the community center facility and any associated recreational facilities thereto, which were made or constructed by the Lessee at any time prior to and during the term of this Lease as part of Lessee's operation and maintenance of the Benny J. Chavez Community Center.

5. **Utilities:** Lessee shall be responsible for payment of all utilities and other charges of whatsoever kind and nature, including but not limited to, charges for electrical, gas, garbage, water, sewage, telephone, and other services, which may be incurred in connection with the Lessee's use of the Property.

6. **Taxes**: Lessee shall pay any and all taxes and levies assessed upon any personal property, fixtures and improvements belonging to Lessee and located upon said Property, and all leasehold and possessory interest taxes with respect to the Property, levied or assessed by any proper taxing authority. Lessor shall be responsible for payment of all other taxes and levies assessed upon said Property, including, but not limited, to real property taxes and special assessments levied or assessed by any proper taxing authority.

7. **Repair and Maintenance**: Lessee represents that it inspected and examined Property and accepts it "as is" in its present condition and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the Property or any part thereof. Lessee shall keep and maintain said Property safe and in good order and condition at all times during the Term hereof.

8. **Assignment and Mortgage**: The Lessee shall not sublease to a third party or otherwise permit or suffer third-party occupancy or use of the Property or any portion thereof, nor shall Lessee assign, transfer or convey this Lease, nor may any interest in this Lease be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be void, shall be of no force or effect, and shall confer no rights upon any assignee.

9. **Liability and Insurance**: Lessee shall at all times during the Term of this Lease provide all insurance coverage on the Property required by the Laws of the State of New Mexico. No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by the Lessee or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, et seq.

10. **Signs and Personal Property**: Lessee may place signs on the Property provided however that all such signs shall conform to applicable law. All personal property, e.g., signs and improvements of Lessee, kept on the Property shall be in furtherance of the use of the Property, as permitted under this Lease, and at the sole risk of the Lessee.

11. **Non-Discrimination**: Lessee, with respect to employment of staff and to those persons using the Property, shall not discriminate unlawfully with respect to race, sex, national origin, age religion, sexual orientation or any other class protected against discrimination by applicable local, state or federal laws.

12. **Default**: In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by the Lessee pursuant to this Lease, then in that event, Lessor may terminate and end this Lease, forthwith, consistent with Section 18, "Termination" below.

A. In the event either party shall bring legal action to enforce any of the terms of this Lease, each party shall pay for its own attorney's fees or costs incurred for such legal action.

B. The Lessee's liability to the Lessor for any breach of this Lease shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "Rent" of this Lease

13. **Holding Over**: In the event that Lessee shall hold over and remain in possession of Property with the consent of Lessor, such holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained in this Lease.

14. **Notices**: Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when

delivered personally, or three days after deposited in the United States mail, postage prepaid, return receipt requested addressed to:

Lessee:

Attn: Santa Fe County Manager
Santa Fe County
Post Office Box 276
102 Grant Avenue
Santa Fe, New Mexico 87501
Attn: Community Services Department

Lessor:

Attn: _____
Espanola Public School District
714 Calle Don Diego
Espanola, New Mexico 87532

15. Compliance with Laws: Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the Property and the use thereof. This Lease shall be governed by the laws of the State of New Mexico.

16. Lessor May Enter: Lessee agrees that Lessor, its agents or employees, may enter upon said Property at any time during the Term of this Lease, as the same may be extended, for the purpose of inspection and for any other lawful purpose.

17. Successors in Interest: All of the terms, covenants and conditions contained in this Lease shall continue, and bind all successors in interest of Lessee herein.

18. Termination of Lease: Upon the end of the Term of this Lease or any renewal thereof pursuant to Section 1 "Term," Lessee shall quit and surrender possession of said Property quietly and peaceably. Lessee shall leave said Property free and clear of all nuisances and dangerous or defective conditions. Lessee shall execute and deliver all such documents and shall take all such actions as may be necessary or appropriate to sell, assign, and transfer to Lessor all title and interest in and to the improvements to the Property for which Lessee has received from Lessor the fair market value pursuant to Section 4 "Improvements."

19. Amendments: This Lease shall not be amended, changed or altered except in writing approved by Lessor and Lessee.

20. Entire Lease: The foregoing constitutes the entire agreement between Lessor and Lessee, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties regarding the property are merged herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease and have set their hands and seals.

LESSEE:
SANTA FE COUNTY

By: Katherine Miller
Katherine Miller
Santa Fe County Manager

5-19-15
Date

Approved as to form:

Gregory S. Shaffer
Gregory S. Shaffer
County Attorney

5-12-15
Date

Approved:

Finance Department

Carole H. Jaramillo
Carole H. Jaramillo
Director

5/14/15
Date

LESSOR:

ESPANOLA PUBLIC SCHOOL DISTRICT

By: Superintendent

4-1-15
Date

ESPANOLA PUBLIC SCHOOL BOARD

By: Roberto E. Pijon
President

April 1, 2015
Date

ATTESTATION:

By: _____

Date

Approved by PUBLIC EDUCATION DEPARTMENT

Agreement No. 2015-0298-PW/PL

Date

