

## MULTI PURPOSE TEEN CENTER LEASE AND OPERATING AGREEMENT

**THIS LEASE AND OPERATING AGREEMENT** is made and entered into this 27<sup>th</sup> day of February 2001 by and between the **County of Santa Fe**, hereinafter referred to as "Lessor", and the **Hands Across Cultures Corporation**, a non-profit entity acting by and through its duly authorized agents, hereinafter referred to as "Lessee."

**WHEREAS**, Santa Fe County has been awarded a Community Development Block Grant (CDBG) from the State Department of Finance and Administration on behalf of Hands Across Cultures Corporation for the construction of a multi purpose teen center;

**WHEREAS**, Santa Fe County recognizes the need for a multi purpose teen center in the northern sector of the County;

**NOW THEREFORE**, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. GRANT OF LEASE. Lessor does hereby let unto Lessee the facility described in Section 2 below, together with the improvements thereon, hereinafter called "Facility", situate in the County of Santa Fe, State of New Mexico for the term and in accordance with the conditions herein set forth. The rights granted herein are subject to all valid existing rights in the leased Facility. Lessee agrees and understands that by this Lease Agreement it obtains no ownership interest in the Facility or the improvements thereon beyond its Leasehold. **Lessor reserves the right to grant rights of way and easements over, upon, or across leased Facility.**

2. DESCRIPTION. The Facility are described as follows:

A CERTAIN TRACT OF LAND, LYING AND BEING SITUATE WITHIN, AND BEING A PORTION OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 9 EAST, NEW MEXICO PRIME MERIDIAN, LOCATED WITHIN THE COMMUNITY OF ARROYO SECO, COUNTY OF SANTA FE, STATE OF NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NW ¼, Section 17, T 20 N, R.9 E, New Mexico Prime Meridian, New Mexico, containing 5.654 acres, more or less.

The aforementioned tract of land is leased with improvements as designated on the attached drawing, attached hereto as "Exhibit A" and incorporated herein as though set forth in full, for use by the Lessee exclusively for the operation of a multi purpose teen center.

3. TERM OF LEASE. The term of this Lease Agreement shall be for a period of twenty-five (25) years beginning on the 1st day of May 2001, and ending at midnight on the 31st day of March 2026.

4. PAYMENT. Lessee, for and in consideration of this Lease Agreement, hereby agrees and covenants with Lessor to pay rent for the Facility, without notice or demand, the sum of Six Thousand Dollars (\$6,000.00) per year in the following manner:

Six Thousand Dollars to be submitted to the County of Santa Fe and made payable to the Santa Fe County Finance Department on the date of the execution of this Agreement for the first year and prior to December 31 for each year thereafter.

5. AUTHORITY TO OPERATE. Lessor, for and in consideration of the operation of the multi purpose teen center by Lessee for Lessor pursuant to the conditions contained herein, hereby agrees and covenants with Lessee to compensate the Lessee for the operation of the Facility the sum of One (\$1.00) Dollar for the full twenty-five year term and to operate a multi-purpose teen center pursuant to Paragraph 6 below.

6. USE OF FACILITY.

a. Lessee, for and in consideration of this Lease Agreement, does hereby agree and covenant with Lessor to use and occupy the Facility for the purposes of providing youth oriented activities and for no other purpose without first obtaining the written consent of Lessor.

b. Lessee shall comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations in using the Facility, and shall not use, or suffer to be used, the Facility in any way that creates any nuisance or otherwise noxious or objectionable condition. Lessor shall be the reasonable judge as to whether or not any act done or not done by Lessee on the Facility is or may become an unreasonable nuisance or otherwise noxious or objectionable condition, and Lessee agrees to abide by Lessor's decision and act in accordance with its direction with respect thereto.

7. CONDITION OF FACILITY. Lessee accepts the Leased Facility in its completed condition. Lessee agrees that it has inspected the above-described property and all improvements located thereon; that it is receiving same in good repair and

condition except as noted in Exhibit "A", attached hereto and made a part hereof by reference. At the expiration of the term hereof, Lessee agrees to leave the Facility in as good repair and condition as when entered upon, except for ordinary use and wear.

8. MAINTENANCE.

a. Lessee accepts responsibility for complying with County standards for the maintenance and upkeep of the Facility to the same condition as when this Lease was executed. Lessee at its sole cost and expense agrees to maintain the Facility in a clean and sanitary condition at all times, and agrees to irrigate, trim and maintain trees, shrubbery or grass as necessary.

b. Further, Lessee shall make necessary corrections/adjustments to maintenance practices as inspections reasonably determine. Lessor shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance is deemed reasonably necessary. If said maintenance is not undertaken by Lessee within ten (10) days after the date of written notice, sent by Lessor, then Lessor shall have the right to enter upon the Facility and perform the necessary maintenance, the cost of which shall be borne by the Lessee.

9. IMPROVEMENTS.

a. Except as otherwise provided herein, Lessee shall have the right to install such fixtures and equipment as may be necessary for the conduct of its business and at the expiration of the term thereof, shall have the right to remove all of such fixtures and equipment installed by it that can be removed without damage to the Facility.

b. Lessee shall not make or permit to be made, any additions, alterations or improvements whatsoever in or on the Facility without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, provided adequate details are provided and; in the event that the consent is given and Lessee makes any alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Facility or any part thereof. Alterations, additions and improvements shall become the property of Lessor at the termination of this Lease Agreement.

10. INSURANCE.

a. Lessee shall obtain and provide satisfactory evidence of professional liability insurance issued to Lessee, naming Lessor as an additional named

insured. Said professional liability insurance policy shall provide insurance coverage in an amount equal to the maximum exposure to Lessor under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 et seq., as amended. Said policy shall remain in full force and effect during the full term of this Lease Agreement and Lessee's occupancy of the Facility.

b. Lessee shall obtain and provide satisfactory evidence of a policy for fire, hazard and general liability insurance on the Facility, naming Lessor as an additional named insured and loss-payee. Improvements on the Facility shall be insured at least at replacement value. Said liability insurance policy shall provide insurance coverage in an amount equal to the maximum exposure to Lessor under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 et seq., as amended. Said policy shall remain in full force and effect during the full term of this Lease Agreement and Lessee's occupancy of

11. BREACH. Any violation of the terms of this Lease Agreement or a violation of law shall be a breach of this Lease. At Lessor's option, Lessor may declare this Lease terminated and enter upon the Leased Facility or any part thereof, remove all persons therefrom, either with or without process of law, and repossess said Facility. In such event, Lessor shall retain for any rent, damages or other sums that may be due.

12. INDEMNIFICATION. The Lessee shall hold harmless and indemnify the Lessor against all claims, damages, losses or expenses arising out of injury to persons or damage to property from any cause whatsoever in or about the Facility. This indemnification clause is subject to the immunities, provisions and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq., as may be amended from time to time.

13. ASSIGNMENT AND SUBLEASE. Lessee shall not assign its rights under this Agreement nor sublet the Facility in whole or in part or in any part of the Leasehold, without first obtaining the written consent of the Lessor. If such written consent is obtained from Lessor, it shall not discharge Lessee, Lessee's heirs, executors, administrators, assigns and successors in interest from liability hereunder and shall not operate as a consent to further assignment or subletting or as a waiver of this covenant and agreement against assignment and subletting.

14. NONDISCRIMINATION PROVISIONS. Lessor, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person, on the grounds of race, color, sex, religion, national origin, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said Facility, or in the construction of any improvements on, over or under such land, and the furnishing of services thereon.

15. SUBORDINATE PROVISIONS. This Lease shall be subordinate to the provisions of any existing agreement between Lessor and the United States relative to the planning, development, operation and maintenance of the Facility, execution of which has been or may be required as a condition precedent to the acquisition by Lessor of the Facility or any portion thereof. The Facility is subject to, and this Lease shall be subject and subordinate to, the terms of that certain Patent No. 30-71-0042 from the United States of America to the County of Santa Fe dated 01 April 1971 and filed for record in Book 280, Page 605-607, Office of the County Clerk, Santa Fe County, New Mexico, wherein the Lessor agreed to hold title to said property upon certain terms and conditions which also provide that the United States may regain title after due notice and opportunity for a hearing. In such an event, Lessor shall be liable to Lessee for all damages and costs Lessee incurs due to Lessor's default.

16. INSPECTION OF FACILITY. Upon giving reasonable notice to Lessee, Lessor or its agents may enter upon the Leased Facility during Lessee's regular business hours for the purpose of inspecting the condition thereof or to make any improvements, alterations or additions that Lessor may elect to make or to place thereon any signs that Lessor may desire or to exercise any right or power reserved to Lessor under the terms and provisions of this Lease Agreement.

17. RELINQUISHMENT OF FACILITY. Lessee shall deliver the Facility peaceably and quietly in as good order and condition as will be at time of completion, reasonable use and wear and tear excepted, to Lessor or its heirs, executors, administrators, assigns, successors in interest, agents or attorneys at the expiration of the terms of this Lease or any extensions thereof.

18. TAXES AND LICENSES. During the term hereof, Lessee shall procure and pay all taxes, licenses, charges, fees or assessment levied upon personal property fixtures or equipment placed by Lessee upon said Facility accrued or accruing, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business. Failure to have an appropriate current license or permit is a breach of this Lease Agreement.

19. HOLDING OVER. If Lessee enters upon the Facility after the termination or cancellation of this Lease or any extensions thereof for any purpose, the rent due Lessor for such entry shall be \$20.00 for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Facility for any purpose after the termination or cancellation of this Lease without the prior written consent of Lessor.

20. UTILITIES AND FEES. During the term of this Agreement, Lessee shall promptly pay all water, garbage, sewage, electrical, gas and other utility charges incurred in connection with Lessee's use of the Facility and to save harmless Lessor therefrom.

21. LEGAL FEES. Lessee shall pay reasonable costs, attorney's fees and expenses that may be made or incurred by Lessor in enforcing this Agreement.

22. 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.

23. HAZARDOUS MATERIALS. Lessee shall not cause or permit any Hazardous Material to be brought upon or across, used, kept, stored, generated or disposed of in, under or upon the Facility. Hazardous Material is hereby defined as any medical, oil, petroleum products, flammable explosives, PCB's, asbestos, formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated, or polluting materials, substances or wastes, including without limitation any "hazardous substance," "hazardous water," "hazardous material," "toxic substances" or "regulated substances" under any federal, state, or local laws, ordinances or regulations relating to landfills, industrial and medical hygiene, environmental protection, or the manufacture, use, generation, presence, analysis, transportation, handling, storage, treatment, or disposal of any such material or materials.

24. SCOPE OF AGREEMENT. This Lease Agreement represents the entire agreement between the parties and incorporates all the 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 shall be valid or enforceable unless expressly embodied in this Lease.

25. SUCCESSORS IN INTEREST. All the terms, conditions and covenants of this Lease Agreement and all amendments thereto shall extend to and bind the heirs, successors and assigns of Lessee and Lessor.

26. RENEWAL. The parties based upon increased rent and other considerations agreed to by the parties may renew this Lease Agreement. Renewal is not automatic and is subject to negotiation. Lessee may be asked to execute a new lease or an addendum to the then enforced Lease Agreement.

27. TERMINATION. Either party may terminate this Lease Agreement with or without cause by providing the other party with written notice one (1) year in advance of renewal date.

28. INTERPRETATION OF LEASE. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Lessor in the Facility; or waiving or limiting Lessor's control over the management, operation or maintenance of the Facility, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Lessor.

29. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease Agreement.

30. NOTICES.

a. All notices, requests or other communications to Lessor shall be given by regular and certified mail addressed to the following:

COUNTY MANAGER  
SANTA FE COUNTY  
P.O. BOX 276  
SANTA FE, NEW MEXICO 87504-0276

b. All notices, requests or other communications to Lessee shall be given by regular and certified mail addressed to the following:

PRESIDENT  
HANDS ACROSS CULTURES CORPORATION  
P.O. BOX 2215  
ESPANOLA, NEW MEXICO 87532

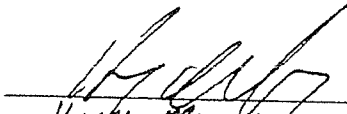
31. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

32. GOVERNING LAW AND VENUE. The laws of the State of New Mexico shall govern this Lease Agreement. Any suit brought regarding this Lease Agreement or any breach thereof shall be brought in the district court of Santa Fe County.

33. AMENDMENT. This Lease Agreement may be amended only by written instrument duly executed and approved by the Lessee and the Governing Body of Lessor.


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

HANDS ACROSS CULTURES CORPORATION

  
\_\_\_\_\_  
HARRY MIRANDA, President


Date: 2-26-01

SANTA FE COUNTY

  
\_\_\_\_\_  
Paul Duran, Commission Chairman


Date: 2/27/01

ATTEST:

  
\_\_\_\_\_  
Rebecca Bustamante, County Clerk

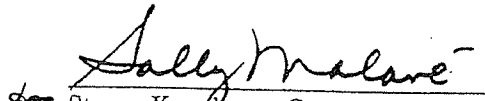
Date: 2/27/01

Finance Department Approval:

  
\_\_\_\_\_  
Katherine Miller, Finance Director

Date: 2/27/01

Approved as to legal form and sufficiency:

  
\_\_\_\_\_  
for Steven Kopelman, County Attorney

Date: 2/27/01