



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
www.santafenm.gov

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1  
Alma G. Castro, District 1  
Michael J. Garcia, District 2  
Carol Romero-Wirth, District 2  
Lee Garcia, District 3  
Pilar F.H. Faulkner, District 3  
Jamie Cassutt, District 4  
Amanda Chavez, District 4

**Date:** July 9, 2025

**To:** Mayor Alan Webber and Governing Body  
Finance and Quality of Life Committees

**Via:** Johanna Nelson, Director, Office of Economic Development

*JN*

**From:** Terry Lease, Asset Development Manager, Office of Economic Development *TL*

Nina Nguyen, Asset Development Associate, Office of Economic Development *NAN*

**Subject:** Amendment #2 to Lease Agreement between City of Santa Fe and Challenge New Mexico to Assign the Agreement to The Life Link

**Vendor Name:** Challenge New Mexico and The Life Link

**Vendor Number:** 1333 (CNM) and 1340 (TLL)

**ITEM AND ISSUE:**

The Office of Economic Development, Asset Development, respectfully requests your review and approval of Amendment #2 to the City of Santa Fe Amended Lease Agreement (574384) dated February 18, 1987, (the "1987 Agreement"), as amended, between the City of Santa Fe and Challenge New Mexico to, among other things, assign the Agreement to The Life Link. (Terry Lease, Asset Development Manager, tjlease@santafenm.gov).

**CONTRACT NUMBER:**

The Original Lease Number is 574384, as amended.

**BACKGROUND AND SUMMARY:**

In 1983 the City of Santa Fe ("City") was the sole owner of a tract of land known as Disposition Parcel D-73-3, currently identified as 631, 633 and 635 Agua Fria Street, Santa Fe, New Mexico. In 1983 the City and Challenge New Mexico ("Lessee"), a New Mexico non-profit corporation formerly known as the Santa Fe Association for Retarded Citizens, entered into a lease agreement for land ("1983 Agreement"), which allowed Lessee to build "group homes for the mentally and physically handicapped." Under the

terms of Ordinance No. 48, 1985, the City deeded a portion of Disposition Parcel D-73-3, identified as 631 Agua Fria, to Lessee; leaving the City as sole owner of the land only under a duplex with the address of 633 & 635 Agua Fria.

On February 18, 1987, the City and Lessee entered into the 1987 Agreement that replaced the 1983 Agreement and provided for Lessee’s continued occupancy of the City owned land (633 & 635 Agua Fria). Currently, Lessee owns two residential duplexes, one on the City owned land (633 and 635 Agua Fria) that is the subject of the Agreement and one on Lessee owned land (631 Agua Fria, Units A & B).

The termination date of the 1987 Agreement is September 30, 2042 (60-year lease) and the rent is set at one dollar per year. Improvements on the land were financed by a Housing and Urban Development mortgage to serve the developmentally disabled.

Lessee’s mission has transformed over the years and they now focus on providing therapeutic horseback riding opportunities for people with special needs and disabilities; it is no longer Lessee’s mission to provide group home living situations for the disabled community. As a result, Lessee now desires to sell and transfer the improvements that were erected on the City owned land, and assign the 1987 Agreement, to The Life Link, who has funding to renovate and rehabilitate the now unoccupied improvements.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

Munis Org Name/Number: 2122800

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins Date: 07/14/2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement.

Chief Procurement Officer (CPO) / Designee: N/A - Exempt Date: \_\_\_\_\_

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**Vehicles included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Construction to City Facilities, Furniture, and/or Fixtures included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?**  Yes |  No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?**  Yes |  No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

- Amendment 2
- Insurance Certificate
- Real Property Determination
- Amendment 1 + Amended Lease Agreement

**CITY OF SANTA FE**  
**AMENDMENT #2 TO AMENDED LEASE AGREEMENT**

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended Lease Agreement (574384) dated February 18, 1987, (the "Agreement"), as amended, is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico ("City") and CHALLENGE NEW MEXICO, a New Mexico nonprofit corporation ("Lessee").

**WHEREAS**, The City and Lessee are parties to the Agreement under which Lessee leased that certain tract of unimproved land located in the City of Santa Fe, County of Santa Fe, New Mexico, known as Disposition Parcel D-73-3 and currently bearing the street address of 631, 633 and 635 Agua Fria Street; and

**WHEREAS**, Under the terms of the Agreement Lessee was permitted to erect improvements on the leased property; and

**WHEREAS**, In 1985, under the terms of a 1983 lease between the parties, the City deeded a portion of Disposition Parcel D-73-3, further identified as Lot 184-B (631 Agua Fria), to Lessee; leaving the City as sole owner of the land only identified as Lot 184-A (633 & 635 Agua Fria); and

**WHEREAS**, on July 27, 2022 the parties amended the Agreement to update Lessee's business name and update the status of a sublease; and

**WHEREAS**, Lessee desires to sell and transfer the improvements that were erected on the leased property to The Life Link who has funding to renovate and rehabilitate the improvements; and

**WHEREAS**, on May 22, 2025, the City received a letter signed by both the Lessee and The Life Link requesting the assignment of the Agreement to The Life Link ("Assignee").

**AMENDMENT:**

Pursuant to Article 16 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Lessee agree that the Agreement is amended as follows:

1. Section 2 (Term of Lease) of the Agreement is hereby amended to delete the following:

".....of group homes for the mentally and physically handicapped citizens..."

2. City, as Lessor, hereby gives its written consent as provided for in Section 4 (Use of Leased Premises, or Use), for Lessee to use or permit the Leased Premises or any part thereof to be used for purposes other than group homes for the mentally and physically handicapped. The Leased Premises shall be utilized for emergency and transitional housing, as well as related support services, for survivors of human trafficking. Any other use shall be subject to the prior written consent of Lessor.
3. Section 11 (Right to Sublease) of the Agreement is hereby deleted in its entirety and replaced with the following:

**11. SUBLEASE, ASSIGNMENT OR TRANSFER**

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement.

4. The City hereby approves of the assignment of the Agreement as provided for in Section 11 (Sublease, Assignment or Transfer), by Lessee ("Assignor") to The Life Link, a New Mexico non-profit organization ("Assignee"). The assignment is contingent upon the City receiving confirmation of the sale and transfer of Lessee's improvements on the leased property to Assignee as evidenced by a deed duly recorded in the Office of the County Recorder.
5. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Agreement, including any and all prepaids and other rights or entitlements of Lessee under the Agreement, subject to all of the terms, covenants, conditions and provisions of the Agreement. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Agreement. Assignee agrees to be bound by each and every provision of the Agreement as if it had executed the same.
6. Contingent upon the City receiving confirmation of the sale and transfer of Lessee's improvements on the leased property to Assignee as evidenced by a deed duly recorded in the Office of the County Recorder, Lessee's contact in Section 18 (Correspondence) of the Agreement is hereby deleted and replaced with the following:

LESSEE:  
The Life Link  
Attn. Executive Director  
2325 Cerrillos Rd.  
Santa Fe, NM 87505

Except as specifically provided in this Amendment #2, the Agreement shall remain in full force and effect, in accordance with its terms.

*[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Amendment #2 as of the dates set out below.

LESSOR: CITY OF SANTA FE

LESSEE/ASSIGNOR: CHALLENGE NEW MEXICO

\_\_\_\_\_  
ALAN WEBBER, MAYOR

*carlos Caceres*  
[carlos Caceres \(Jul 9, 2025 13:57 MDT\)](#)  
\_\_\_\_\_  
CARLOS CACERES, EXECUTIVE DIRECTOR

ATTEST:

ASSIGNEE: THE LIFE LINK

\_\_\_\_\_  
ANDRÉA SALAZAR, CITY CLERK

*Michael DeBernardi*  
\_\_\_\_\_  
MICHAEL DEBERNARDI, CEO

CITY ATTORNEY'S OFFICE:

*Pm*  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR  
Object Org. Code 2122800-460150



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive  Santa Fe NM 87505	<b>CONTACT NAME:</b> Marcella Nellist <b>PHONE (A/C, No, Ext):</b> (505) 982-4302 <b>E-MAIL ADDRESS:</b> mnellist@danielsinsuranceinc.com	<b>FAX (A/C, No):</b> (505) 989-9186
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Life Link  P.O. Box 6094  Santa Fe NM 875026094	<b>INSURER A:</b> New Mexico Premier Insurance Com <b>NAIC #</b> 13675	
	<b>INSURER B:</b> ACE Property and Casualty Insura <b>20699</b>	
	<b>INSURER C:</b> Ace American Insurance Company <b>22667</b>	
	<b>INSURER D:</b> Travelers Casualty and Surety <b>19038</b>	
	<b>INSURER E:</b>  <b>INSURER F:</b>	

**COVERAGES**      **MN**      **CERTIFICATE NUMBER:** Cert ID 38769      **(20)**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			SVRD37800545003	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 <b>Empl Benefits Liab</b> \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CALH0861555A003	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6145.135	11/27/2024	11/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> <b>Professional Liability</b>			OGLG25507411003	11/30/2024	11/30/2025	Limit Occ/Aggregate \$ 1M/3M
D	<input type="checkbox"/> <b>Crime</b>			105649125	11/30/2024	11/30/2025	Employee Theft \$ 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

<b>CERTIFICATE HOLDER</b>  City of Santa Fe  P.O. Box 909  Santa Fe NM 87504	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
[www.santafenm.gov](http://www.santafenm.gov)

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1  
Alma G. Castro, District 1  
Michael J. Garcia, District 2  
Carol Romero-Wirth, District 2  
Lee Garcia, District 3  
Pilar F.H. Faulkner, District 3  
Jamie Cassutt, District 4  
Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov) to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

## **The following are General Services:**

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

**General Services (continued):**

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

**General Services (continued):**

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

**The following are Professional Services:**

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

**Professional Services (Continued):**

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

**Professional Services (Continued):**

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

**The following are Construction Services:**

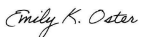
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

**CITY OF SANTA FE  
AMENDMENT#1 TO AMENDED LEASE AGREEMENT**

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended Lease Agreement dated February 18, 1987, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and the CHALLENGE NEW MEXICO, a New Mexico nonprofit corporation ("Lessee") shall be effective as of the date of the last signature ("Effective Date").

**RECITALS:**

- A.** The City and Lessee are parties to the Agreement under which Lessee leased that certain tract of unimproved land located in the City of Santa Fe, County of Santa Fe, New Mexico, known as Disposition Parcel D-73-3 and currently bearing the street address of 631, 633 and 635 Agua Fria Street; and
- B.** Under the terms of the Agreement Lessee was permitted to erect improvements on the leased property; and
- C.** In 1985, under the terms of a 1983 lease between the parties, the City deeded a portion of Disposition Parcel D-73-3, further identified as Lot 184-B (631 Agua Fria), to Lessee; leaving the City as sole owner of the land only identified as Lot 184-A 9 633 & 635 Agua Fria; and
- D.** Lessee's name changed from the Santa Fe Association for Retarded Citizens to the Santa Fe Association for Developmental Disabilities as evidenced by that certain Certificate of Amendment 3029295 dated April 17, 1990, issued by The State Corporation Commission of New Mexico; and
- E.** Lessee's name changed again from the Santa Fe Association for Developmental Disabilities to Challenge New Mexico as evidenced by that certain Certificate of Amendment 3070182 dated January 8, 1993, issued by The State Corporation Commission of New Mexico; and
- F.** The parties wish to amend the Agreement to update Lessee's name and update the sublease status.

**AMENDMENT:**

Pursuant to Article 16 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Lessee agree that the Agreement is amended as follows:

1. All references to "Santa Fe Association for Retarded Citizens" in the Amended Lease Agreement are hereby deleted and replace with "Challenge New Mexico."
2. Exhibit "C" in Paragraph 11 (Right to Sublease) is hereby deleted and replaced with a new Exhibit "C" attached hereto.
3. The Lease and Sublease entered into on June 1, 1985, by and between Lessee and New Vistas, referenced in the last sentence in Paragraph 11 (Right to Sublease) terminated on June 30, 1989. The last sentence in Paragraph 11 is hereby deleted and replaced with the following:
4. Nothing in the Amended Lease Agreement shall serve to change, alter, amend, negate or void the Sublease Agreement by and between Challenge New Mexico and High Desert Housing, Inc. entered into on February 1, 2022. See Exhibit "C" attached and made a part hereof.

5. "Lessee" and "Lessor" names and addresses in Paragraph 18 (Correspondence) of the Amended Lease Agreement are hereby deleted and replaced with the following:

LESSOR:

City of Santa Fe  
Attn. City Manager  
P.O. Box 909  
Santa Fe, NM 87504

LESSEE:

Challenge New Mexico  
Attn. Elissa Ulibarri  
74 Caja Del Rio Rd.  
Santa Fe, NM 87507

Copy to:

City of Santa Fe  
Attn. Asset Development Manager  
P.O. Box 909  
Santa Fe, NM 87504

Except as specifically provided in this Amendment #1, the Agreement shall remain in full force and effect, in accordance with its term.

**IN WITNESS WHEREOF**, the parties have executed this Amendment #1 as of the dates set out below.

LESSOR: CITY OF SANTA FE



ALAN WEBBER, MAYOR

ATTEST:



KRISTINE MIHELIC, CITY CLERK   
GB MTG 07/27/2022

APPROVED AS TO FORM:



Andrea Salazar (May 31, 2022 14:14 MDT)


ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:



Alexis Lotero (Jul 28, 2022 16:03 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

Object Org. Code 2122800-460350 

AH



EXHIBIT "C"

**SUBLEASE AGREEMENT**

This Sublease Agreement (the "Sublease") is made effective as of February 1, 2022, by and between Challenge New Mexico ("Tenant"), and High Desert Housing, Inc. dated February 1, 2022 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. The Tenant now desires to sublet the leased property to the Subtenant and the Subtenant desires to sublet the leased property from the Tenant. Therefore, the parties agree as follows:

**PREMISES.** Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant 4 bedroom duplex with studio located at 631 Agua Fria, Santa Fe, New Mexico 87505 (the "Premises").

**TERM AND POSSESSION.** The term of this Sublease will begin on February 1, 2022 and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease, which terminates January 31, 2023. Subtenant's tenancy will terminate on January 31, 2023, unless Landlord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Subtenant is not responsible for finding a replacement upon the termination of his or her tenancy.

**SUBLEASE PAYMENTS.** Subtenant shall pay to Tenant sublease payments of \$1.00 per month, payable in advance on the first day of each month, for a total sublease payment of \$50.00. Sublease payments shall be made to Tenant at 74 Caja Del Rio Rd, Santa Fe, New Mexico 87507, which may be changed from time to time by Tenant.

**NOTICE.** Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

**TENANT:**

Challenge New Mexico  
74 Caja Del Rio Rd  
Santa Fe, New Mexico 87507

**SUBTENANT:**

High Desert Housing, Inc.  
1001 Valencia SE #103  
Albuquerque, New Mexico 87108

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

**GOVERNING LAW.** This Sublease shall be construed in accordance with the laws of the State of New Mexico.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

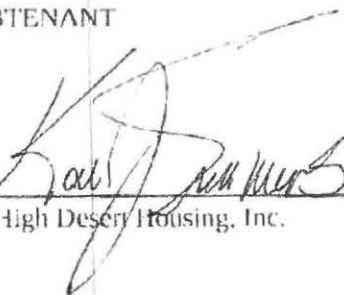
**INCORPORATION OF PRIME LEASE.** This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease."

TENANT

By:   
Challenge New Mexico

Date: 2-15-2022

SUBTENANT

By:   
High Desert Housing, Inc.

Date: 2/15/2022

## AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT, amends that certain Lease entered into by and between the City of Santa Fe and the Santa Fe Association for Retarded Citizens, dated June 29, 1983. See Exhibit "A", attached and made a part hereof. This Amended Lease Agreement executed in quadruplicate at Santa Fe, New Mexico this 18<sup>th</sup> day of February, 1987, by and between the City of Santa Fe, New Mexico, a municipal corporation, hereinafter called "Lessor", and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee", WITNESSETH:

1. Property Leased. For and in consideration for the mutual promises, covenants and agreements of the parties, Lessor hereby leases to Lessee that portion of a certain tract of land located in Santa Fe County, New Mexico, known as Parcel 184, all of which is unimproved and is more particularly described as follows:

Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.

All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Courthouse, December 21, 1979, Reception No. 451.186.

Excepting that portion of real estate containing an area of 7583 square feet more or less which is more particularly described in the Amended Warranty Deed filed for record on January 27, 1986 and duly recorded at the County Clerk's Office, Santa Fe County, New Mexico in Book 541, Page 701, and as provided in City of Santa Fe Ordinance No. 1985-48 . Attached and made a part hereof as Exhibit "B".

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of October, 1982, and expiring at midnight on the 30th day of September, 2042, provided, however, that in the event that Lessee does not commence construction of group homes for the mentally and physically handicapped citizens within one year from June 29, 1983 the lease shall terminate.

3. Rent. Lessee agrees to pay to Lessor as rental for the premises an annual rent of one dollar payable each year in advance on the 1st day of October.

4. Use of Leased Premises. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose other than group homes for the mentally and physically handicapped and purposes related thereto, without the prior written consent of the Lessor.

5. Buildings and Structures Severable. Lessee may erect on the leased property such buildings, structures, equipment and other improvements as it may desire for carrying out the purpose of this lease. All buildings and structures placed on the leased property by the Lessee shall be and remain the property of the Lessee on termination of this lease. Lessor may require the removal of said buildings and structures within ninety (90) days after such termination. All other removable improvements, additions, appliances, fixtures placed upon the premises by Lessee, shall be and remain the

property of Lessee and may be removed by it, in whole or in part, within ninety (90) days after termination of this lease, unless they are subject to a landlord's lien.

6. Utilities Paid by Lessee. The Lessor shall not be required to furnish any service to the leased property, including but not limited to heat, water, power and sewer. The Lessor shall not be liable for any failure of water supply or electric current or of any service by any utility; for injury to persons (including death) or damages to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property, or from any pipes, appliances or plumbing works from the street, road or subsurface, or from any other place; or for interference with light or other easements however caused. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damage on such account.

7. Lessee to Pay All Assessments. The Lessee shall pay off, satisfy and discharge, as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist or be payable for, on, against, or in respect to the leased premises and any improvements thereon or appurtenances thereto, or any part thereof, and upon Lessee's default, at Lessor's option, but without any duty to do so, Lessor may pay off, redeem, satisfy or discharge any assessment, charge, mortgage, lien, or tax and thereupon have a lien therefor against all of Lessee's property on the premises.

8. Termination of Lease. Lessee shall at the termination of this lease by lapse of time or otherwise, surrender up the leased premises in good order and condition, reasonable use and ordinary wear and tear, damage by the elements and other casualty excepted. Should there at any time be any default in the covenants, agreements, or conditions of this lease, such default continuing for thirty days after written notice, it shall be lawful for the Lessor to declare this lease cancelled and terminated, whereupon the leased premises shall be delivered by the Lessee. If at any time the term shall be ended at the election of Lessor, its assigns or successors in interest, or in any other way, Lessee does hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, immediately upon the termination of the term and if Lessee shall remain in possession of the same, such default continuing thirty days following notice of default, or at the termination of the lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer or otherwise, and shall be subject to eviction and removal pursuant to the applicable New Mexico statute. The Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this lease by Lessor.

9. Failure to Terminate. The failure, neglect or omission of Lessor to terminate this lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating the lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

10. Lessor's Right of Entry. The Lessor, its agents and other representatives shall have the right to enter into and upon the leased property or any part thereof, at all reasonable hours for the purpose of examining the

leased property, performing any work thereon that may be necessary under the terms of this lease or in carrying out any necessary municipal function or protecting municipal property.

11. Right to Sublease. Lessee may continue to occupy the premises for any of its purposes or may sublet subject to the written approval of Lessor, which written approval shall not be unreasonably withheld. Nothing in the Amended Lease Agreement shall serve to change, alter, amend, negate or avoid the Lease and Sublease Agreement by and between Santa Fe Association for Retarded Citizens and New Vistas, entered into on June 12, 1985. See Exhibit "C" attached and made a part hereof.

12. Quiet Enjoyment. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the leased property.

13. Lessor's Remedies. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; and each shall be cumulative and be in addition to every remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Non-Liability of Lessor. Lessee for and in consideration of this lease and in the demise of the premises, hereby covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the leased premises, except as may be caused by negligence of Lessor's

agents, representatives or employees. This provision shall be binding upon and become a part of any sublease entered into by the Lessee and approved by the Lessor.

15. Lessor's Right to Grant Easements. The Lessor shall have the right to grant easements and rights-of-way in areas of the leased property for the installation of utilities, roads and provisions of the pedestrian easement. The said pedestrian easement will connect Barela with Agua Fria Street. Furthermore, for the purpose of upholding the City's neighborhood planning policy, the Lessor may require that the Lessee provide an easement designated for passive recreation on part of the leased premises, said part to be designated by the Lessor. The Lessee shall not be entitled to any compensation or abatement of rent on account of the Lessor's exercise of its rights hereunder.

16. Lease Embodies All Agreements. This lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter of this lease, and that all such covenants, agreements and understandings have been merged into this written lease. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this lease. This lease shall not be altered, changed or amended except by instrument in writing, executed by the parties hereto.

17. Lease Binds Successors. The covenants and agreements herein contained shall bind, apply to and inure to the benefit of the parties hereto, and to their respective successors, assigns and legal representatives.

18. Correspondence. Any correspondence concerning the provisions of this lease agreement shall be made to:

LESSEE

LESSOR

Mr. Robert Stearns, Executive Director  
The Santa Fe Assn. for Retarded Citizens  
P. O. Box 4044  
Santa Fe, New Mexico 87502-4044


Mr. Thomas E. Baca, City Manager  
City of Santa Fe  
P. O. Box 909  
Santa Fe, New Mexico 87504-0909

The Lessee shall provide the Lessor with any change in the above contact for correspondence.

IN WITNESS HEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF SANTA FE, NEW MEXICO

BY: Thomas E. Baca  
THOMAS E. BACA, CITY MANAGER  
LESSOR

  
Frances C. Romero  
FRANCES C. ROMERO, CITY CLERK

THE SANTA FE ASSOCIATION FOR  
RETARDED CITIZENS

BY: Robert Stearns  
EXECUTIVE DIRECTOR  
LESSEE

APPROVED AS TO FORM:

James C. McKay  
JAMES C. MCKAY, CITY ATTORNEY

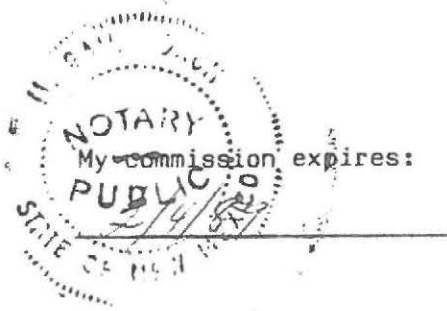
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STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

Subscribed, sworn to and acknowledged before me by Thomas E. Baca, as City Manager on behalf of THE CITY OF SANTA FE, a municipal corporation, on this 18<sup>th</sup> day of February, 1987.

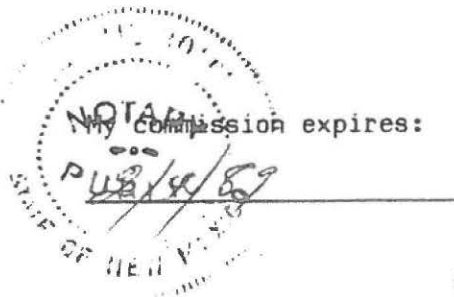
W. Paul Roach  
Notary Public



STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

Subscribed, sworn to and acknowledged before me by Robert E. Stearns, as Executive Director on behalf of THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS, a New Mexico non-profit corporation, on this 18<sup>th</sup> day of February, 1987.

W. Paul Roach  
Notary Public



516,415  
COUNTY OF SANTA FE )  
 ) ss.  
STATE OF NEW MEXICO )  
I hereby certify that this instrument was filed for record on the 23 day of Feb, A.D. 19 87 at 2:25 o'clock PM and was duly recorded in book 524, page 384 of the records of Santa Fe County.  
Witness my Hand and Seal of Office  
Jona G. Armijo  
County Clerk, Santa Fe County, N.M.

Virginia Montoya  
D:



MAJESTY

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LEASE AGREEMENT

THIS LEASE, executed in quadruplicate at Santa Fe, New Mexico, this 29TH day of JUNE, 1983, by and between the CITY OF SANTA FE, NEW MEXICO, a municipal corporation, hereinafter called "Lessor," and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee," WITNESSETH:

1. Property Leased. For and in consideration of the mutual promises, covenants and agreements of the parties, Lessor hereby leases to Lessee that portion of a certain tract of land located in Santa Fe County, New Mexico, known as Parcel 184, all of which is unimproved and is more particularly described as follows:

Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.

All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Court House, December 21, 1979, Reception No. 451.186.

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of OCTOBER, 1982, and expiring at midnight on the 30th

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LEASE AGREEMENT

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THIS LEASE, executed in quadruplicate at Santa Fe, New Mexico, this 29TH day of JUNE, 1983, by and between the CITY OF SANTA FE, NEW MEXICO, a municipal corporation, hereinafter called "Lessor," and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee," WITNESSETH:

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Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.

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2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of OCTOBER, 1982, and expiring at midnight on the 30th

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day of September, 2042, provided, however that in the event that Lessee does not commence construction of group homes for the mentally <sup>handicapped</sup> citizens within one 574894 year from the date of this agreement the lease shall terminate.

3. Rent. Lessee agrees to pay to Lessor as rental for the premises an annual rent of one dollar payable each year in advance on the 1st day of October.

4. Use of Leased Premises. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose other than group homes for the mentally handicapped and purposes related thereto, without the prior written consent of the Lessor.

5. Buildings and Structures Severable. Lessee may erect on the leased property such buildings, structures, equipment and other improvements as it may desire for carrying out the purpose of this lease. All buildings and structures placed on the leased property by the Lessee shall be and remain the property of the Lessee on termination of this lease. Lessor may require the removal of said buildings and structures within fifteen (15) days after such termination. All other removable improvements, additions, appliances, fixtures placed upon the premises by Lessee, shall be and remain the property of Lessee and may be removed by it, in whole or in part, within fifteen (15) days after termination of this lease, unless they are subject to a landlord's lien.

~~6. Utilities Paid by Lessee. The Lessor shall not be required to furnish any service to the leased property, including but not limited to heat, water, power and sewer.~~

The Lessor shall not be liable for any failure of water 574390 supply or electric current or of any service by any utility; for injury to persons (including death) or damages to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property, or from any pipes, appliances or plumbing works from the street, road or subsurface, or from any other place; or for interference with light or other easements however caused. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damage on such account.

7. Lessee to Pay All Assessments. The Lessee shall pay off, satisfy and discharge, as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist or be payable for, on, against, or in respect to the leased premises and any improvements thereon or appurtenances thereto, or any part thereof, and upon Lessee's default, at Lessor's option, but without any duty to do so, Lessor may pay off, redeem satisfy or discharge any assessment, charge, mortgage, lien, or tax and thereupon have a lien therefore against all of Lessee's property on the premises.

8. Termination of Lease. Lessee shall at the termination of this lease by lapse of time or otherwise, surrender up the leased premises on good order and condition, reasonable use and ordinary wear and tear, damage by the elements and other casualty excepted. Should there at any time

be any default in the covenants, agreements, or conditions of this lease, such default continuing for thirty days after written notice, it shall be lawful for the Lessor to declare this lease cancelled and terminated; whereupon the leased premises shall be delivered by the Lessee. If at any time the term shall be ended at the election of Lessor, its assigns or successors in interest, or in any other way, Lessee, does hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, immediately upon the termination of the term and if Lessee shall remain in possession of the same, such default continuing thirty days following notice of default, or at the termination of the lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer or otherwise, and shall be subject to eviction and removal pursuant to the applicable New Mexico statute. The Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this lease by Lessor.

9. Failure to Terminate. The failure, neglect or omission of Lessor to terminate this lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating the lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

10. Lessor's right of Entry. The Lessor, its agents and other representatives shall have the right to enter into and upon the leased property or any part thereof,

at all reasonable hours for the purpose of examining the leased property, performing any work thereon that may be necessary under the terms of this lease or in carrying out any necessary municipal function or protecting municipal property.

11. Lessee's State Funding Loss. It is understood between the parties that the Lessee intends to enter into an arrangement with Klotsche properties, Inc., and C. L. Brown, their successors or assigns whereby Klotsche and Brown will borrow funds and construct buildings on the leased premises, and lease said buildings to the Lessee. If at any time prior to the time the initial first mortgage is or would have in the ordinary course been paid off, Lessee loses its funding from the State of New Mexico or its funding is diminished to the point where it cannot operate the group homes, at Lessee's option the land shall be appraised by an appraiser appointed mutually by the parties, and Lessee shall thereafter pay annually as rent a sum equal to Ten Per Cent (10%) of such appraised value. Lessee may continue to occupy the premises for any of its exempt purposes or may sublet subject to approval of Lessor, which approval shall not be unreasonably withheld. This right to sublet and the subletting of the premises shall terminate at such time as the first mortgage is, or would, in the ordinary course, be paid off, whichever is sooner.

12. Quiet Enjoyment. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term,

peaceably and quietly enjoy the leased property.

13. Lessor's Remedies. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; and each shall be cumulative and be in addition to every remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Non-Liability of Lessor. Lessee for and in consideration of this lease and in the demise of the premises, hereby covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the leased premises, except as may be caused by negligence of Lessor's agents, representatives or employees. This provision shall be binding upon and become a part of any sublease entered into by the Lessee and approved by the Lessor.

15. Lessor's Right to Grant Easements. The Lessor shall have the right to grant easements and rights-of-way in areas of the leased property for the installation of utilities, roads and provisions of the pedestrian easement.

The said pedestrian easement will connect Barela with Agua Fria Street. Furthermore, for the purpose of upholding the City's neighborhood planning policy, the Lessor may require that the Lessee provide an easement designated

for passive recreation on part of the leased premises, said part to be designated by the Lessor. The Lessee shall not be entitled to any compensation or abatement of rent on account of the Lessor's exercise of its rights hereunder.

16. Lease Embodies All Agreements. This lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter of this lease, and that all such covenants, agreements and understandings have been merged into this written lease. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this lease. This lease shall not be altered, changed or amended by instrument in writing, executed by the parties.

17. Lease Binds Successors. The covenants and agreements herein contained shall bind, apply to <sup>AND</sup> ~~the~~ inure to the benefit of the parties hereto, and to their respective successors, assigns and legal representatives.

18. Correspondence. Any correspondence concerning the provisions of this lease agreement shall be made to:

<u>LESSEE</u>	<u>LESSOR</u>
Mr. Robert Stearns, Executive Director The Santa Assoc. for Retarded Citizens P.O. Box 4044 Santa Fe, NM 87502	City of Santa Fe P.O. Box 909 Santa Fe, NM 87501

The Lessee shall provide the Lessor with any change in the above contact for correspondence.

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IN WITNESS HEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF SANTA FE, NEW MEXICO

BY:

*[Signature]*  
MAYOR ELIAS R. MONTANO  
LESSOR

ATTEST:

*[Signature]*  
CITY CLERK, HELEN TRUJILLO

THE SANTA FE ASSOCIATION FOR  
RETARDED CITIZENS

BY:

*[Signature]*  
EXECUTIVE DIRECTOR  
LESSEE

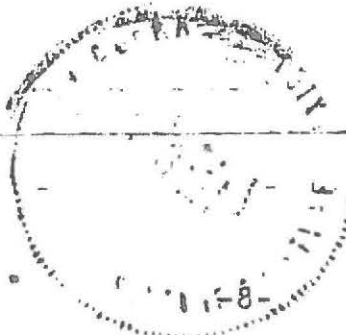
APPROVED AS TO FORM:

*[Signature]*  
FRANK COPPLER, CITY ATTORNEY

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) 519,985  
I hereby certify that this instrument was filed  
for record on the 8th day of July A.D.,  
19 83 at 9:35 o'clock A.m.,  
and was duly recorded in book 466  
page 352 of the records of Santa Fe County.

Witness my Hand and Seal of Office  
ANGIE VIGIL PEREZ  
County Clerk, Santa Fe County, N.M.

*[Signature]*  
Deputy



574401

City of Santa Fe, New Mexico

ORDINANCE NO. 48 1985

AN ORDINANCE

DEEDING A PARCEL OF CITY OWNED LAND TO THE SANTA FE SERVICES FOR THE HANDICAPPED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The Deed attached hereto as Exhibit "A" is hereby approved and adopted.

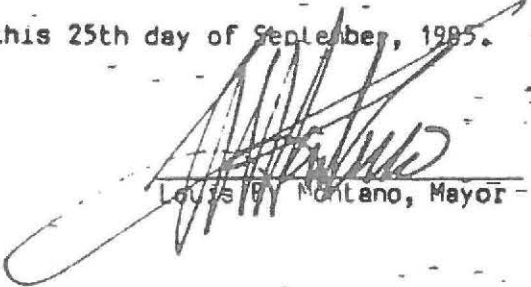
Section 2. This Ordinance shall be effective seventy days after the date of adoption, unless a referendum election is held pursuant to Section 3-54-1 NMSA 1978, as amended.

Section 3. This Ordinance shall be published as required by Section 3-17-3 NMSA 1978, and such publications shall contain the following information:

- A. the City of Santa Fe shall sell .17 acres;
- B. the appraised value of said property is \$40,000.00;
- C. payment shall be made in full at closing;
- D. the amount of the sale is \$1.00;
- E. the purchaser is Santa Fe Services for the Handicapped, a non-profit organization; and
- F. the purpose of the sale is for the construction and operation

1 of a home for the sick and indigent developmentally disabled and handi-  
2 cased persons.

3 PASSED, APPROVED and ADOPTED this 25th day of September, 1985.

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5   
6 Louis B. Montano, Mayor

7 ATTEST:

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9 Jan H. Lynch, City Clerk

10 Approved as to form:

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12 Lauren Marble, City Attorney

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cbs

**Signature:** 

**Email:** tjlease@santafenm.gov

**Signature:**   
Johanna Nelson (Jul 10, 2025 07:46 MDT)

**Email:** jcnelson@santafenm.gov