

**PROPERTY LEASE AGREEMENT
WITH SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY**

This Lease Agreement is made and entered into this 1st day of June 2017 by and between the **Santa Fe Animal Shelter and Humane Society**, a private, not-for-profit organization, located at 100 Caja del Rio Road, Santa Fe, N.M. 87507 ("Lessor") and **Santa Fe County**, a political subdivision of the State of New Mexico ("Lessee").

In consideration of the covenants and agreements of the Lessee as set forth in this Lease Agreement, the Lessor does hereby lease, let and demise unto the Lessee, under the conditions specified below, office space located at 100 Caja del Rio Road, Santa Fe, N.M. 87507 ("Premises").

1. Conditions of Lease Agreement

- A. This Lease Agreement pertains to office space of approximately 1,036 square feet at the Santa Fe Animal Shelter and Humane Society, located at 100 Caja del Rio Road, Santa Fe, N.M. 87507. The Premises will be utilized to house Santa Fe County Animal Control employees.
- B. Lessee shall also have use of common areas, including all restrooms, hallways, and stairs.
- C. Lessor shall be responsible for the payment of all electric, gas, refuse, water and sewer charges attributable to the Premises during the Term. All security and telephone, internet, and other communications utilities shall be the responsibility of the Lessee.
- D. Lessor shall keep and maintain the Premises in good order, condition and repair, including every part and appurtenance thereof, including without limitation, the exterior and interior of all doors, door checks, windows, glass, walls, ceilings, floors, building front, fixtures, plumbing and sewage facilities within or connected to the Premises, including the free flow up to the main sewer line, heating and cooling systems, electrical systems and sprinkler systems, and pest control. Lessor shall further be responsible for (i) sweeping and snow removal on the sidewalk immediately in front of any front and rear doors to the Premises.
- E. Lessee shall comply with all fire and safety codes required by the State of New Mexico.
- F. Lessee shall provide custodial services for two offices; one office occupied by the Supervisor of Animal Control Officers and the other occupied by Animal Control Officers.

2. Rent

The Lessee agrees to pay the Lessor rent in the amount of \$1,425.00 per month, due and payable on or before the first day of each month.

and authorizations have been made for the fulfillment of this Lease Agreement shall be final and not subject to challenge by Lessor in any way or forum, including a lawsuit.

6. Inspection

The Lessor or its officers, agents and representatives shall have the right to enter any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to inspect the Premises or clean or make repairs or alterations to the Premises as the Lessor may deem necessary.

7. Notices

Each provision and requirement of this Lease Agreement or of any applicable governmental laws, ordinances, or regulations, for the giving of notice shall be deemed to be complied with when and if the following steps were taken:

- A. All rent and other payments required to be made by the Lessee to the Lessor hereunder shall be payable to the Lessor at the following address or at such other address as the Lessor may specify from time to time by written notice delivered in accordance herewith:

Santa Fe Animal Shelter and Humane Society
Attn: Jennifer Steketee, Executive Director
100 Caja del Rio Road
Santa Fe, N.M. 87507

- B. All notices to the Lessee provided for in this Lease Agreement shall be sent to the Lessee at the following address:

Santa Fe County
Attn. Santa Fe County Sheriff's Office
P.O. Box 276
Santa Fe, N.M. 87504

Copy to:
Santa Fe County
Attn. Public Works, Real Property Specialist
P.O. Box 276
Santa Fe, N.M. 87504

- C. Any notice required to be delivered hereunder shall be deemed to be delivered when deposited in the United States Mail postage prepaid, certified or registered mail (with or without return receipt requested) addressed to the parties hereto at the addresses set forth above or at such other address as either of said parties have theretofore specified by written notice delivered in accordance herewith.

prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease Agreement.

14. Alterations, Additions, and Improvements

- A. Lessee shall not make any alterations, additions, or improvements to the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld, and then only upon the terms and conditions as may be reasonably imposed by Lessor.
- B. Lessee agrees that all alterations, additions, or improvements desired by Lessee shall be made at the expense of Lessee. Lessee shall not permit a mechanic's or material men's lien to be filed against or attach to the Premises as a result of any work done by Lessee to Premises. If any lien is filed against or attaches to the Premises, Lessee shall immediately notify Lessor in writing and Lessee shall cause such lien to be removed within 60 days of notice thereof, or if Lessee, in good faith, desires to contest such lien, Lessee shall be privileged to do so, and shall, in the event of judgment or foreclosure on such lien, caused the same to be discharged and removed prior to the execution of such judgment.
- C. Lessee agrees that any and all alterations, additions and improvements except for sign, shelving and moveable furniture, fixtures and equipment shall merge with and become permanent part of the Premises and any and all interest of Lessee shall vest in Lessor. At the termination of this Lease Agreement, Lessee shall be responsible for removing any signs, shelving and moveable furniture and equipment owned by Lessee from the Premises and Lessee shall repair any damage caused by the removal of same. Additionally, Lessor may, at its option, require Lessee to remove any additions, repair and alterations in order to restore the Premises to the condition existing at the time Lessee took possession, with all costs of removal to be borne by Lessee.

15. Signs

Subject to applicable governmental ordinances, rules and regulations, Lessee may, at Lessee's expense erect and maintain a sign or signs to carry out the purpose for which the Lessee is leasing the Premises, provided that the location, type and design of all exterior signs shall be approved in writing by Lessor. Within ten days of the expiration of this Lease Agreement, or any renewal or extension thereof, Lessee shall remove such sign or signs and shall repair any damages to the Premises caused thereby at Lessee's expense.

16. Condemnation

- A. If during the Term of this Lease Agreement all or substantially all of the Premises are permanently taken by condemnation or eminent domain or purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, either party may terminate this Lease Agreement effective as of the day of physical possession by

Lessor shall pay real property taxes, to include any special and general assessments, on the tax parcel containing the Premises and against any alterations, additions and improvements thereon.

20. Holding Over

In the event of holding over by Lessee after the expiration or termination of this Lease Agreement, the hold over shall be as a tenancy at will and all of the terms and provisions of this Lease Agreement shall be applicable during that period. Lessee agrees to immediately vacate and deliver the Premises to Lessor after expiration of the Term upon Lessee's receipt of notice from Lessor to vacate. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Lease Agreement except as otherwise expressly provided herein.

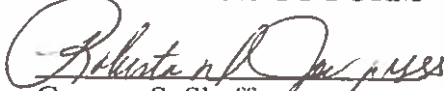
IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date written above.

SANTA FE COUNTY - LESSEE


Katherine Miller
Santa Fe County Manager

6-1-2017
Date

APPROVED AS TO FORM


Gregory S. Shaffer
Santa Fe County Attorney

5-17-17
Date

FINANCE DEPARTMENT


Don D. Moya
Finance Director

5-23-17
Date

SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY - LESSOR


Dr. Jennifer Steketee
Executive Director

5-26-17
Date