

ORIGINAL

**SUBLEASE**

**BETWEEN**

**PUEBLO OF POJOAQUE ENTERPRISE CORPORATION,**

**As Sublessor,**

**and**

**SANTA FE COUNTY, A NEW MEXICO POLITICAL SUBDIVISION**

**As Sublessee**

**As of**

**July 1, 2015**

### **SUBLEASE**

THIS SUBLEASE is effective the 1<sup>st</sup> day of July, 2015, by and between **PUEBLO OF POJOAQUE ENTERPRISE CORPORATION.**, a tribally-chartered corporation of the Pueblo of Pojoaque (herein called "Sublessor," which expression shall include its assigns and successors in interest), whose address is 96 Cities of Gold, Suite 3, Santa Fe, New Mexico 87506; and **SANTA FE COUNTY**, a New Mexico political subdivision (herein called "Sublessee," which expression shall include its assigns and successors in interest), whose address is 102 Grant Avenue, Santa Fe, New Mexico 87504 with reference to the following:

### **RECITALS**

WHEREAS, pursuant to a Business Lease ("Business Lease") effective September 28, 1990, as amended, by and between the Pueblo of Pojoaque, a federally-recognized Indian tribe, as lessor, and Pueblo of Pojoaque Enterprise Corporation as lessee, Sublessor has a leasehold interest in and to certain property owned by the Pueblo of Pojoaque; and

WHEREAS, Sublessor wishes to sublease a certain portion of such property to Sublessee, and Sublessee wishes to sublease such portion from Sublessor.

NOW, THEREFORE, in consideration of the Recitals herein above mentioned and the terms, conditions, covenants, and warranties hereinafter mentioned to be kept, honored, and performed by the parties, it is hereby agreed as follows:

whether located on the Subleased Premises or elsewhere, or (B) the condition, use, or enjoyment of the Subleased Premises or any other real or personal property.

6. Reasonableness — Good Faith. The parties agree to act reasonably, in good faith, and in a timely manner in the performance of all matters contemplated hereunder, *provided that*, nothing in this Section shall obligate Sublessor to allow Sublessee to assign its interest hereunder or to sublease all or any part of the Subleased Premises.

7. Term. The initial term of this Sublease shall be one (1) year from the effective date ~~above to June 30, 2016~~. This Sublease may be renewed for a renewal term of one (1) year, upon mutually agreeable conditions and terms. Sublessee may exercise such option only if notice of the exercise of such option is given by Sublessee to Sublessor in writing at least ninety (90) days prior to the expiration of the initial term; provided that, if the renewal term is for five (5) years or longer, such notice must be given in writing at least twelve (12) months prior to the expiration of the initial term.

8. Rental — Other Payments. (Cross out the Paragraph that does not apply and complete the Paragraph that does apply.)

A. Sublessee agrees to pay, in lawful money of the United States of America, to Sublessor, rentals as follows:

(1) Beginning on the first day of each month during the Term of the Sublease, Sublessee shall pay, in advance, a Guaranteed Monthly Minimum Rental of Eight Hundred and No Dollars (\$800.00) directly to Sublessor, without offset or deduction and without previous demand therefore.

B. Sublessee agrees to pay, in lawful money of the United States of America, to Sublessor, rentals in the amount and on the dates following: Beginning on July 1, 2015 and on the first day of each month during the Term of the Sublease, Eight Hundred Dollars (\$800.00), directly to Sublessor, without offset or deduction and without previous demand therefore.

C. Sublessee agrees to pay, in lawful money of the United States of America, all taxes, fees, assessments, or other similar liabilities, or payments in lieu thereof, now or hereafter imposed by the Pueblo of Pojoaque or other legally constituted governmental authority.

D. Gross Receipts Taxes. Sublessee shall pay gross receipt taxes to the State of New Mexico Department of Taxation and Revenue and shall report Sublessee's income by using the location code for NM Gross Receipts Tax Rate Schedule assigned to the Pueblo of Pojoaque, which is 01-962.

9. Interest on Payments. Any rents paid more than ten (10) calendar days after the date on which they become due shall accrue interest at the rate of eighteen (18%) per annum from the due date until paid, but this provision shall not be construed to relieve Sublessee from its obligation to make timely rental payments.

10. No Secretarial Involvement. Pursuant to the Business Lease, as amended, the Secretary specifically acknowledged and agreed that any subleases by Sublessor of all or part of the premises that are the subject of the Business Lease, as amended, may and shall occur without Secretarial approval. Sublessee hereby specifically agrees that the absence and lack of requirement of Secretarial approval on and of this Sublease releases the Secretary from any and all responsibility and liability for acting or omitting to act in any matter regarding this Sublease, including but not limited to matters involving default and cancellation; and Sublessee affirmatively and expressly waives any right to an administrative appeal regarding the

improvements thereon and Sublessee is unable or unwilling to supplement such insurance proceeds, then Sublessor shall retain and own all proceeds of Policies, and this Sublease shall be immediately terminated by mutual consent of Sublessor and Sublessee, which consent is hereby irrevocably given.

23. Holding Over. Holding over by Sublessee after the termination or expiration of this Sublease shall not constitute a renewal or extension thereof or give Sublessee any rights hereunder or in or to the Subleased Premises. Sublessee agrees to remove all Personal Property prior to the cancellation or expiration of this Sublease; *provided, however*, that, if this Sublease is canceled prior to the expiration date, Sublessee shall have fifteen (15) calendar days after the cancellation date to remove all such property. Should Sublessee fail to remove any such property within the specified time, Sublessor shall have the right to remove it and dispose of it or have it stored at Sublessee's expense, subject to any collateral interest in the same.

24. Sublessee's Obligations to the United States. While the Subleased Premises are held in trust by the United States or subject to a restriction against alienation imposed by the United States, all of Sublessee's obligations under this Sublease, and the obligations of Sublessee's sureties, are to the United States as well as to Sublessor.

25. Payments and Notices. All notices, payments, or demands required or permitted to be given hereunder shall be in writing and shall be (1) delivered by first class, certified, or registered mail through the postal service of the United States of America postage pre-paid or (2) hand delivered by courier or overnight delivery services to the appropriate party at the address shown below, or to such other address as such party may designate by notice as provided herein. All such notices, payments, and demands shall be considered to have been given, if in

compliance with this Section, on the third day after postmarked and deposited to the United States Postal Service or, if hand-delivered, on the date of actual delivery.

If to Sublessee:        Board of County Commissioner  
Santa Fe County  
102 Grant Avenue  
Santa Fe, New Mexico 87504

If to Sublessor:        Pueblo of Pojoaque Enterprise Corp.  
c/o PPEC Realty Department  
Attn: PPEC Realty Director  
96 Cities of Gold Road, Ste. 3  
Santa Fe, NM 87506

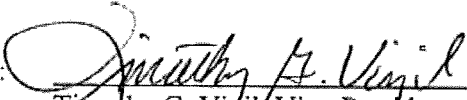
26.    Inspection. The Secretary, Sublessor, and/or their authorized representatives shall have the right, at any reasonable time during the Term of this Sublease, and with reasonable written notice to Sublessee, to enter upon the Subleased Premises or any part thereof for the purpose of inspecting and/or conducting environmental tests on the Subleased Premises, all buildings and other improvements erected and placed thereon, and all activities occurring thereon, and Sublessee agrees to permit the same. This right to inspect does not extend to confidential information or trade secrets of Sublessee, who has the right to be present during any such inspection. Should Sublessor find the Sublessee has violated or has permitted any violation of applicable laws, Sublessor may compel Sublessee to investigate and to remedy any such violations or resultant hazards, at Sublessee's sole cost and expense.


27.    Interest of Member of Congress. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Sublease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this Sublease if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand.

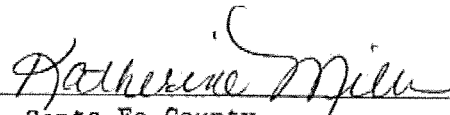
**SUBLESSOR:**

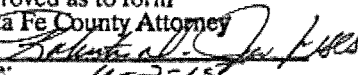
**Pueblo of Pojoaque Enterprise Corporation.,** a  
for-profit corporations chartered and wholly-owned  
by the Pueblo of Pojoaque, a federally recognized  
Indian Tribe

By:   
Timothy G. Vigil, Vice-President

By:   
Mary Ann K. Fierro, Secretary-Treasurer

**SUBLESSEE:**

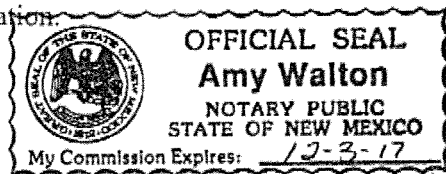
By:   
Name: Santa Fe County  
Katherine Miller  
Title: Santa Fe County Manager

Approved as to form  
Santa Fe County Attorney  
By:   
Date: 6-5-15  
Courtney Gamble 6/4/15

ACKNOWLEDGMENT OF SUBLESSOR

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

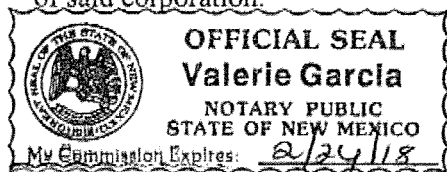
The foregoing instrument was acknowledged before me this 15 day of June, 2015  
by Timothy G. Vigil, Vice-President of Pueblo of Pojoaque Enterprise Corp., on behalf of said  
corporation.



Amy Walton  
Notary Public  
My Commission Expires: December 3, 2017

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

The foregoing instrument was acknowledged before me this 22 day of June, 2015  
by Mary Ann K. Fierro, Secretary-Treasurer of Pueblo of Pojoaque Enterprise Corp., on behalf  
of said corporation.

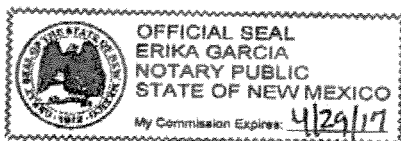


Valerie Garcia  
Notary Public  
My Commission Expires: February 24, 2018

ACKNOWLEDGMENT OF SUBLESSEE

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June  
2015, by Katherine Miller, on behalf of Sublessee.



Erika Garcia  
Notary Public  
My Commission Expires: 4/29/17