ITEM # 18-0339

## AMENDMENT NO. 4 SANTA FE REGIONAL AIRPORT LEASE AGREEMENT JET CENTER AT SANTA FE REAL ESTATE, LLC

THIS AMENDMENT NO. 4 is made and entered into this 28 day of <u>March</u>, 2018, by and between the CITY OF SANTA FE, NEW MEXICO, a municipality and political subdivision of the State of New Mexico (<u>City</u> or <u>Lessor</u>), and JET CENTER AT SANTA FE REAL ESTATE, LLC, a New Mexico limited liability company (JCSF or Lessee) (collectively, the <u>Parties</u>).

WHEREAS, the Lessor owns and operates the Santa Fe Regional Airport (Airport), located in Santa Fe County, New Mexico; and

WHEREAS, on February 25, 2015, the City adopted by ordinance a lease with JCSF (the <u>Lease</u>) for three parcels of land at the Airport identified as Lease Parcel B (<u>Parcel B</u>), Lease Parcel C (<u>Parcel C</u>), and Lease Parcel D (<u>Parcel D</u>) (collectively, the <u>Lease Parcels</u>), together with the unimpeded right of access thereto; and

WHEREAS, the Lease became effective on April 16, 2015; and

WHEREAS, the City is the owner of that certain parcel of land identified as Lease Parcel A in the original Lease, and the building thereon (<u>Building 3002</u>) located between the Airport Terminal and Parcel B (<u>Parcel B</u>); and

WHEREAS, the Lease provided that the City could lease in the future any or all of Lease Parcel A to JCSF, without limitation; and

WHEREAS, on April 16, 2015, the Parties entered into a Property Access Agreement whereby the City agreed, in consideration of certain undertakings by JCSF, to lease Building 3002 to JCSF for use as office and temporary terminal space; and

WHEREAS, JCSF has, in accordance with Paragraph 1 (a) of the Property Access Agreement, provided a temporary modular building (<u>TMB</u>) for the City's use without charge during the Term of this Lease on a site approved by the City; and

WHEREAS, the Parties entered into Amendment No. 1 to the Lease dated July 2, 2015, which permitted JCSF to lease Building 3002, also referred to as the A-1 Premises, but which did not otherwise include Lease Parcel A; and

WHEREAS, the Parties entered into Amendment No. 2 to the Lease dated July 2, 2015, which extended the term of the lease for Building 3002 (A-1 Premises); and

WHEREAS, the Parties entered into Amendment No. 3 to the Lease dated December 19, 2017, which extended the term of the lease for Building 3002 (A-1 Premises) to provide additional time with which to incorporate Parcel A into the Lease for the entire Lease term; and

WHEREAS, the Parties continue to wish to incorporate Parcel A into the Lease for the entire Lease term; and,

WHEREAS, the parties now wish to amend the Lease to: (1) add Amended Lease Parcel A, including Building 3002, to the Lease; (2) enlarge Parcel B to permit JCSF to construct a larger passenger terminal and additional future improvements; and (3) decrease Parcel D, as the original parcel size is too large for the proposed use.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree to the following modifications to the Lease:

- 1. AMENDED LEASE PARCEL A. Parcel A, which was identified in Exhibit A to the original lease as having 5,152 square feet and encompassing Building 3002, is hereby modified as more particularly shown in Exhibit A to this Amendment attached hereto and made a part hereof, to comprise 4,929 square feet and include Building 3002 (Amended Lease Parcel A), and is hereby incorporated into the Lease for the entire lease term.
- 2. ANNUAL RENT FOR AMENDED LEASE PARCEL A. The Total Annual Rent for Reconfigured Lease Parcel A shall be \$885.60, payable in equal monthly increments of \$73.80 in advance on the first day of each month.
- **3.** AMENDED LEASE PARCEL B. Parcel B, which consisted of approximately 38,189 square feet, is hereby modified and enlarged as more particularly shown in Exhibit A to this Amendment, incorporated by reference (Amended Lease Parcel B). Upon execution of this Amendment, Reconfigured Lease Parcel B shall consist of approximately 61,068 square feet as shown and delineated on Exhibit A attached hereto and incorporated by reference.
- 4. ANNUAL RENT FOR RECONFIGURED LEASE PARCEL B. The Total Annual Rent for Amended Lease Parcel B shall be \$10,992.24, payable in equal monthly increments of \$916.02 in advance on the first day of each month.
- RECONFIGURED LEASE PARCELS D. Parcel D, which consisted of approximately 141,180 square feet, is hereby modified and reduced to conform to the legal description attached hereto as Exhibit B-1 to this Amendment and as more particularly shown in Exhibit B-2, which are incorporated by reference herein (Amended Lease Parcel D). Upon execution of this Amendment, Amended Lease Parcel D shall consist of approximately 31,945 square feet as shown and delineated on Exhibits B-1 and B-2 attached hereto..
- 6. ANNUAL RENT FOR RECONFIGURED LEASE PARCEL D. The Total Annual Rent for Reconfigured Lease Parcel D shall be \$2,555.60, payable in equal monthly increments of \$212.97 in advance on the first day of each month.
- 7. EFFECT. All other terms and provisions of the Lease as modified by Amendments No. 1, No. 2, and No. 3 to the Lease and this Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to Lease Agreement to be executed as of the day and year first above written.

## CITY OF SANTA FE:

ATTEST:

Yolanda Y. Vigil, City Cle

Alan Webber, Mayor

APPROVED AS TO FORM:

The had, Asor City Bity for

Kelley A. Brennan, City Attorney

**APPROVED:** 

4.3.18

Adam Johnson, Finance Director

[Remainder of this page intentionally left blank.]

## JET CENTER AT SANTA FE REAL ESTATE, LLC

By: Carl

For: Name: John Marchman Title: Managing Member

STATE OF NEW MEXICO }
Ss.
COUNTY OF SANTA FE }

This instrument was acknowledged before me on April 5,248, by John Tarrson Marchman, as managing member of Jet Center at Santa Fe Real Estate, LLC.

Meleni D. Byn Notary Public

My Commission Expires: 4 - 23 - 18







## EXHIBIT B-1

DESCRIPTION OF LEASE PARCEL D-1 ALL THAT PORTION OF LEASE D WITHIN THE SANTA FE MUNICIPAL AIRPORT PROPERTY LYING WITHIN SECTION 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A #4 REBAR WITH CAP L.S. 13986, BEING THE NORTHWEST CORNER OF SAID LEASE PARCEL, HAVING NAD 83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1682180.951 GRID E:1691695.405, LAT .: 35'37'23.748"N LONG .: 106'04'38.822"W WHICH LIES SOO'00'51"W 1043.65' FEET FROM NGS CONTROL STATION SANTAIR, THENCE S55'43'58"E A DISTANCE OF 103.27 FEET; THENCE SO1°46'31"W A DISTANCE OF 63.31 FEET: THENCE S35'03'37"W A DISTANCE OF 185.76 FEET; THENCE N54\*56'23"W A DISTANCE OF 138.00 FEET; THENCE N35°03'37"E A DISTANCE OF 237.25 FEET: TO THE POINT OF BEGINNING, MORE OR LESS, HAVING AN AREA OF 31944.5 SQUARE FEET/0.733 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION .. SURVEYORS CERTIFICATE I HEREBY CERTIFY THAT THIS EXHIBIT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 30TH DAY OF JAN. 2018. TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAT ARE CORRECT, TRUE AND MEET THE MINIMUM STANDARDS FOR LAND SURVEYS IN NEW MEXICO. NEW ROS SOLUTION SHEROS 1 immos St100 DIEGO J. SISNEROS, N.M.P.L.S. 13986 1/30/2018 5 5: 0 HUN A RECISTERED EXHIBIT A

Exhibit B-2

