

LEASE AGREEMENT

This Lease Agreement is entered into by and between Marcy Ventures, LLC, a New Mexico limited liability company, (the "Lessor") and the City of Santa Fe, a charter municipality, (the "Lessee").

In consideration of the rents and covenants hereinafter set forth, Lessor hereby leases and demises to Lessee, and Lessee hereby leases and takes from Lessor, the Premises hereinafter described on the terms and conditions set forth in this Lease Agreement, hereinafter called "Lease."

BASIC LEASE PROVISIONS

The words and figures set forth in Paragraphs A to P, inclusive, are part of this Lease wherever appropriate reference is made thereto, unless they are expressly modified elsewhere in this Lease.

- A. Lessor: **MARCY VENTURES, L.L.C.**
- B. Lessee: **CITY OF SANTA FE**
- C. Building: Marcy Plaza I, located at 123 E. Marcy Street, Suite 205, Santa Fe, New Mexico and Marcy Plaza II, located at 119 E. Marcy Street, Suite 101, Santa Fe, New Mexico (the "Building").
- D. Premises: Suite 205, 123 East Marcy Street and Suite 101, 119 East Marcy Street (together the "Premises"). Suite 205 is deemed to consist of Two Thousand Nine Hundred Eighty-six (2,986) rentable square feet. Suite 101 is deemed to consist of Two Thousand Seven Hundred Seven (2,707) rentable square feet. The total rentable square footage of Suite 205 and Suite 101 is deemed to be Five Thousand Six Hundred Ninety-three (5,693) rentable square feet. The square footage includable in the Premises shall be the "Leasable Area" and includes Lessee's pro-rata share of the central core of the Building, the elevator vestibule, restrooms, janitorial closets, utility rooms, and any other common areas. The Leasable Area of Suite 205 shall be deemed to be Three Thousand Five Hundred Twelve (3,512) leasable square feet. The Leasable Area of Suite 101 shall be deemed to be Three Thousand Three Hundred Eighty-three (3,383) leasable square feet. The total Leasable square footage of Suite 205 and Suite 101 combined is deemed to be Six Thousand Eight Hundred Ninety-five (6,895) Leasable square feet. Suite 205 and Suite 101 are as shown on the space plan attached as Exhibit A.
- E. Permitted Use of Premises: General Office Use
- F. Period of Term: March 9, 2023 through March 8, 2028

G. Lease Commencement Date: March 9, 2023

H. Rent Commencement Date: March 9, 2023

I. Termination Date: March 8, 2028

J. Lease Rent shall consist of:

1. Base Rental: \$28.00 per square foot per year for the "Leasable Area" of office area subject to adjustment as set forth in subparagraph J.4. below.

2. Direct Costs: For the "Leasable Area" of office area subject to adjustment as set forth under Article 6.

3. Rent Calculation: The Base Rent of \$28.00 plus the Direct Costs subject to adjustment as provided above. Monthly Base Rent for the Premises shall initially total Sixteen Thousand Eighty-eight and 33/100 Dollars (\$16,088.33) per month, and shall be adjusted to cover increases in Direct Costs and in Base Rental as provided herein.

4. The Base Rental of \$28.00 per square foot per year shall be subject to increase as of January 1, 2024, and annually on each January 1st thereafter, by Three and One Half (3.5%) Percent.

K. Security Deposit: \$ 00.00

L. Lessor's Address for Notices: Marcy Ventures, L.L.C.
P.O. Box 1477
Santa Fe, New Mexico 87504-1477

M. Lessee's Address for Notices: City of Santa Fe
Attn. City Manager
P.O. Box 909
Santa Fe, New Mexico 87504

With a copy to: City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, NM 87504

N. Exhibits: The following Exhibits are attached hereto and made a part hereof:
Floor Plan - Exhibit "A"
Rules and Regulations - Exhibit "B"
Lessor Improvements – Exhibit "C"

O. Broker: Oberstein Properties, Inc.

P. Miscellaneous:

- (1) Option to Extend, per Article 3
- (2) Security Deposit, per Article 7
- (3) Parking, per Article 9

ARTICLE 1. PREMISES

A. Subject to the terms and conditions hereof, Lessor hereby leases and demises to Lessee, and Lessee hereby leases and takes from Lessor, those certain premises (the "Premises") described in Paragraph D of the Basic Lease Provisions, which are located in the Building (as defined in the Basic Lease Provisions). The location of the Premises in the Building is shown on the floor plan attached hereto as **Exhibit "A"** (it being understood, however, that such floor plan does not constitute a representation of the measurements of the Premises). The square footage includable in the Premises shall be "Leasable Area" and includes Lessee's pro-rata share of the central core of the Building, the elevator vestibule, restrooms, janitorial closets, utility rooms, and any other common areas. The parties agree that they have each had the opportunity to verify the measurement of Premises "Leasable Area" and waive any errors therein.

B. By taking possession of the Premises, Lessee accepts the improvements in the condition as agreed between Lessor and Lessee and waives any right or claim against Lessor arising out of the condition of the Premises, including the improvements thereon, the appurtenances thereto, and the equipment thereof, except defects in workmanship and/or materials which are noted on any written notice given to Lessor within five (5) days after the Commencement Date.

C. The Lease is subject to the terms, covenants and conditions herein set forth, and Lessee covenants, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

ARTICLE 2. TERM

As used in this Lease, the words set forth in quotes below shall have the meanings indicated as follows:

A. "Commencement Date": The date upon which it is presently estimated that the Premises will be ready for Lessee's use pursuant to this Lease, as set forth in Paragraph G of the Basic Lease Provisions.

B. "Commencement Date": The date upon which Lessee takes possession of the whole or any part of the Premises for occupancy pursuant to this Lease.

C. "Term": The number of years and months set forth in Paragraph F of the Basic Lease provisions from and after the Commencement Date.

If the Commencement Date is known upon the execution hereof and agreed between the parties, such date and the Termination Date are as shown in Paragraph I of the Basic Lease Provisions. If the Commencement Date is not known upon the execution hereof, then upon Lessor's determination of the Commencement Date, the Term shall commence and the parties shall execute a supplement in such form as shall be required by Lessor stating the Commencement Date and the Termination Date, which dates shall also be made a part of the Basic Lease Provisions.

ARTICLE 3. OPTION TO EXTEND TERM

Lessee shall have the option to extend the term of this Lease for One (1) Five (5) Year period on the same terms and conditions upon written notification by Lessee at least one hundred eighty (180) days prior to the expiration of the initial term that it intends to exercise the ensuing option. This option may only be exercised if Lessee is not in default hereunder either at the time of giving notice of exercise or at the expiration of the initial term.

ARTICLE 4. CONDITION OF PREMISES

Lessee has accepted the premises in "as is" condition, with the stipulation that Lessor will complete leasehold improvements as defined in **Exhibit "C"**, attached hereto. Lessee also covenants and agrees not to permit any person on the Premises to destroy, deface, damage, impair or remove any part of the structure or the facilities, equipment, or appurtenances, nor shall Lessee do any such thing. Lessee shall upon the expiration or sooner termination of the term hereof, unless Lessor demands otherwise, surrender the Premises to Lessor and all repairs, changes, alterations, additions, and improvements thereto in the same condition as when received or when first installed, except for ordinary wear and tear.

ARTICLE 5. RENT

A. Commencing on the Rent Commencement Date set forth in Paragraph H of the Basic Lease Provisions, Lessee shall pay to Lessor the Lease Rent for the Premises in the amount set forth in Paragraph J of the Basic Lease Provisions. Said Lease Rent shall be paid in monthly installments in advance on or before the first day of each and every calendar month during the term hereof in the amount per month set forth in Paragraph J of the Basic Lease Provisions.

B. Lease Rent shall be paid to Lessor without reduction or setoff, in lawful money of the United States of America, to Lessor or its agent, at the address set forth in Paragraph L of the Basic Lease Provisions, or to such other person or at such other place as Lessor may from time to time designate in writing.

ARTICLE 6. RENT ADJUSTMENT

A. As used herein, the following terms shall have the following meanings:

(1). "Base Rental" shall be that annual rental rate charged to Lessee exclusive of all

Direct Costs of operating the Building as shown as the amount set forth in subparagraph J.1. of the Basic Lease Provisions.

(2). "Direct Costs" shall mean and include (1) those expenses paid or incurred by the Lessor for maintaining, operating and repairing the Building and the personal property used in conjunction therewith, including the cost of utilities, supplies, insurance premiums and insurance deductibles, costs of services of independent contractors, the cost of compensation (including employment taxes, similar governmental charges, and fringe benefits) of all persons who perform duties in connection with the operation, maintenance and repair of the Building, its equipment and the land upon which it is situated, the common areas and automobile parking areas (as hereinafter defined), management fees, and accounting expenses; and (2) all real property and personal property taxes, charges and assessments which are levied or assessed upon or with respect to the Building and the land upon which it is situated, and any improvements, fixtures and equipment and all other property of Lessor, real or personal, located in or about the Building and used in connection with the operation of the Building and land upon which it is situated and any tax which shall be levied or assessed in addition to or in lieu of such real or personal property taxes. Direct Costs which are incurred for the Marcy Plaza Office Complex as a whole and cannot be specifically allocated to either office building shall be divided equally between the two office buildings. For the purposes of this office building Lease, common areas are defined as all interior and exterior areas provided by Lessor for the common or joint use and benefit of the occupants of Marcy Plaza Office Complex, their employees, agents, customers, and other invitees, including but not limited to automobile parking areas (as hereinafter defined), public restroom facilities, exterior landscaping, atrium courtyard and building entry ways.

(3) "Automobile Parking Areas" in use for Marcy Plaza I and II shall be considered to be fifty percent (50%) of the adjoining parking structure, allocated equally between the two office buildings. Therefore, only twenty-five percent (25%) of the operating expenses attributable to the parking structure will be considered when computing Direct Costs as set forth above.

(4). An "Operating Year" shall begin on the first day of January of each calendar year of the term and end on the last day of December of each calendar year.

(5). "Lessee's Share" in any Operating Year shall be the ratio of the total number of square feet of "Leasable Area" in the Premises to the total number of square feet of "Leasable Area" in the Building. It is agreed that Lessee shall pay, as additional rent, its pro rata share of any increase in Building Direct Costs over the Base Year Building Direct Costs, within thirty (30) days of billing. For purposes of calculating any such increases, the "Base Year Building Direct Costs" will be the actual Building Direct Costs for the calendar year January 1, through December 31, 2023 (the "Base Year"), using an assumption that the building is 95% occupied for the entire Base Year.

B. The rent payable during each Operating Year of the term hereof, shall be adjusted as follows:

(1) On or before ninety (90) days after the end of the Operating Year, beginning with Operating Year 2024, Lessor shall provide to Lessee a written statement itemizing the actual Direct Costs of operating the Building setting down the amount, if any, that Lessee's Share of Direct Costs exceeds the Base Year Building Direct Costs. Upon receipt of the statement for the prior Operating Year, Lessee shall pay in full the total amount of increase due for the prior year.

(2) Lessee's Share of Direct Costs pursuant to this Article shall be deemed additional rent payable by Lessee hereunder, and in the event of nonpayment thereof, Lessor shall have all of the same rights with respect to such nonpayment as it has with respect to any other nonpayment of rent hereunder.

C. Notwithstanding anything herein to the contrary, if Lessor should fail to give the above notices and/or statements within the time specified, such failure shall not constitute a waiver by Lessor of its rights to require increases in Direct Costs as specified herein.

D. Commencing January 1, 2024, the Base Rent for the Premises shall be increased as set forth in subparagraph J.4. of the Basic Lease Provisions.

ARTICLE 7. SECURITY DEPOSIT

Reserved

ARTICLE 8. USE RESTRICTIONS

The Premises shall be occupied and used by Lessee solely for the purpose of conducting therein the business stated in Paragraph E of the Basic Lease Provisions and for no other purpose without the prior written consent of Lessor and in accordance with the Rules and Regulations of the Building, a copy of which is attached as **Exhibit "B"**.

ARTICLE 9. PARKING & COMMON AREAS

A. Subject to Paragraph B of this Article 9, Lessee shall have the right to use in common with other tenants or occupants of the Building, the parking facilities of the Building, if any, subject to the monthly rates, rules, and regulations, and any other charges of Lessor for such parking facilities which may be established or altered by Lessor at any time or from time to time during the term hereof. Any reasonable security or other controls over the parking facilities imposed by Lessor shall be complied with by Lessee.

B. Lessee shall have allocated Seventeen (17) monthly unreserved spaces in such parking facilities at no additional cost to Lessee. Lessor represents that there shall be adequate parking for Lessee's visitors and employees, except in the event of extraordinary circumstances increasing demand or restricting availability of the parking facilities. There will be no free parking for Lessee's visitors, customers or employees. Lessee may purchase validation stamps/stickers from Lessor at the rates established by Lessor. Lessee shall be issued Seventeen (17) electronic

access parking cards for the entry gate to the parking facilities. Lessee shall pay a Fifty and 00/100 Dollars (\$50.00) replacement fee for any lost or damaged electronic access cars.

C. Lessee shall have the right to use in common with other lessees and visitors such common areas, including but not limited to, pedestrian sidewalks and ramps, access and egress roads, open and enclosed courts and covered portals, landscaped and planted areas and other facilities, as Lessor in its sole discretion shall deem appropriate. Lessor shall operate, manage, equip, light, repair and maintain said common areas for their intended purposes in such manner as Lessor, in its sole discretion, shall determine, and Lessor reserves the right to change from time to time the size, location, nature and use of any common area, to lease any portion thereof and to make additional installations therein and to move and remove the same, and Lessor shall not be subject to liability therefor nor shall Lessee be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Lessee.

ARTICLE 10. COMPLIANCE WITH LAWS

Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

ARTICLE 11. ALTERATIONS, FURNITURE & FIXTURES

A. Lessee shall not make or suffer to be made any material alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Lessor, and any alterations, additions, or improvements to or of the Premises, except movable furniture, trade fixtures, and equipment, shall at once belong to Lessor. In the event Lessor consents to the making of any alteration, addition, or improvement to or of the Premises by Lessee, the same shall be made at Lessee's sole cost and expense. The plans and specifications for such alteration, addition, or improvement must first be approved in writing by Lessor. Lessor may require assurances such as lien waivers, bonds and insurance for such work. Before any construction, alteration or repair is made to the Premises, Lessee shall first give Lessor notice in writing thereof not less than five (5) days prior to the commencement thereof. Lessor may post a notice in writing to the effect that Lessor will not be responsible for such construction, alteration or repair to the Premises in some conspicuous place on the Premises.

B. At any time or times while this Lease is in effect and while Lessee is not in default hereunder, and at any time at or before the expiration or termination of this Lease, if Lessee is not in default at the time of such expiration or termination, Lessee shall have the right to remove all movable furniture, trade fixtures, and equipment located on the Premises which belong to Lessee, upon the condition, however, that Lessee repair at its expense any damage caused to the Premises by such removal.

C. If Lessee fails to remove any of its trade fixtures, movable furniture, equipment or other personal property at or before the expiration or termination of this Lease, the Lessor may, at

its sole option (1) treat Lessee as a holdover, in which event the provisions of Article 16 of this Lease shall apply; (2) deem any or all of such items abandoned and the sole property of Lessor; or (3) remove any or all of such items and dispose of same in any manner or store same for Lessee, in which event the expense of such disposition or storage shall be borne by Lessee and shall be immediately due and payable.

ARTICLE 12. LIENS

Lessee shall keep the Premises free from any mechanic's or materialman's lien or any other lien of a similar nature placed upon the Premises by reason of or in connection with any repairs, additions, alterations, or improvements made to or performed on the Premises. Lessee shall have the right to contest the correctness or the validity of any such lien.

ARTICLE 13. ASSIGNMENTS AND SUBLETTING

A. Lessee may transfer or assign this Lease, or any right or interest hereunder, or sublet the Premises or any part thereof, only with the prior written consent and approval of Lessor, which consent shall not be unreasonably withheld. The assignee or sublessee shall assume all obligations of Lessee pertaining to the Premises or portion of the Premises to be taken, and a copy of such assumption document shall be delivered to Lessor immediately. No assignment or sublease shall release the obligations and liability of Lessee and all other persons liable hereunder. Reasonable grounds for denial of consent may include such factors as tenant mix, anticipated usage, and financial condition or status of sub-tenant or assignee.

B. If Lessee proposes to assign this Lease, it shall notify Lessor in writing of the assignee and terms of such proposed assignment, and Lessor may, at its option, upon written notice to Lessee within ten (10) days of such proposal by Lessee, elect to recapture the Premises and terminate this Lease. If Lessee proposes to sublease all or part of the Premises, it shall notify Lessor in writing of the sublessee and terms of such proposed sublease and Lessor may, at its option exercised by written notice to Lessee within ten (10) days of such proposal by Lessee, elect to recapture such portion of the Premises as Lessee proposes to sublease. Upon any recapture election by Lessor, this Lease shall terminate as to the portion of the Premises recaptured; and in the event a portion only of the Premises is recaptured, the rental payable under this Lease shall be proportionately reduced. If Lessor does not elect to recapture pursuant to this paragraph, Lessee may thereafter enter into a valid assignment or sublease with respect to the Premises and provided that (1) such assignment or sublease is executed within ninety (90) days after notification to Lessor of such proposal; and (2) the rental therefor is not less than the stated in such notification.

ARTICLE 14. SERVICES AND UTILITIES

A. Lessor agrees to furnish to the Premises during reasonable business hours and days determined by Lessor and subject to the rules and regulations of the Building, water and electricity suitable for the intended use of the Premises, heat and air conditioning required in Lessor's judgment for the comfortable use and occupation of the Premises and five (5) days-a-week

janitorial services, all at least equivalent to that generally provided to tenants in first class office space in Santa Fe, New Mexico. Lessor shall also maintain the common areas, plumbing, air conditioning, and electrical systems in the building. Lessor shall not be liable for, and Lessee shall not be entitled to, any reduction of rental by reason of Lessor's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Lessor. Lessor shall not be liable under any circumstances for a loss of or injury to property, however occurring, through or in connection with or incidental to furnishing or failure to furnish any of the foregoing.

B. If Lessee shall require water or electric current in excess of that usually furnished or supplied for use of the Premises as general office space, Lessee shall first procure the consent of Lessor that use of the Premises, and Lessor may cause a water meter, or natural gas meter or electric current meter to be installed so as to measure the amount of water, gas and electric current consumed for any such other use. The cost of such meter including the installation, maintenance and repair thereof shall be paid for by Lessee, and Lessee agrees to pay Lessor promptly upon demand for all such water, electric current and natural gas consumed as shown by said meters at the rate charged for such services by the entity furnishing same, plus any additional expense incurred in keeping account of the water and electric current so consumed.

ARTICLE 15. TAXES

Lessee shall be liable for all taxes levied against personal property, leasehold improvements, and trade fixtures placed by Lessee in, on, or about the Premises after the Commencement Date of this Lease; and if any such taxes are levied against Lessor, or Lessor's property, or if the assessed value of the Building is increased by the inclusion therein of value placed on such property and Lessor pays any such taxes (which Lessor shall have the right to do regardless of the validity thereof), Lessee, upon demand, shall repay to Lessor the taxes so paid by Lessor or the proportion of such taxes so paid by Lessor, or the proportion of such taxes resulting from such increase in any assessment, as additional rent hereunder.

ARTICLE 16. HOLDING OVER

If, with Lessor's written consent, Lessee holds possession of the Premises after the term of this Lease, Lessee shall become a tenant from month to month upon the terms herein specified but at a monthly rental equivalent to One Hundred Twenty (120%) Percent of the rental paid by Lessee at the expiration of the term of this Lease, payable in advance on or before the first day of each month. Lessee shall continue in possession until such tenancy shall be terminated by written notice, from either party to the other, at least one (1) month prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy. All provisions of this Lease, except those pertaining to the lease term, and any Riders hereto, shall remain in effect during the month-to-month tenancy.

ARTICLE 17. ENTRY BY LESSOR

Lessor reserves and shall at reasonable times have the right to enter the Premises to inspect same, to determine whether Lessee is complying with its obligations hereunder, to supply janitorial service and any service to be provided by Lessor to Lessee hereunder, to exhibit the Premises to prospective purchasers, lenders, or tenants, to post notices of non-responsibility, and to alter, improve, or repair the Premises and any portion of the Building. If any such alterations, improvements, or repairs shall take over ten (10) days to complete, the rent shall be abated in proportion to the part of the Premises which is unusable by Lessee in the conduct of its business. If any alterations, improvements, or redecorations are done for the convenience of the Lessee, or at its request, there shall be no abatement of rent. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy, or quiet enjoyment of the Premises, and any other loss occasioned thereby.

ARTICLE 18. LATE CHARGES

Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by terms of a mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or of a sum due from Lessee shall not be received by Lessor or Lessor's designee within seven (7) days of the date when it is due, then Lessee shall automatically and without demand pay to Lessor a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the rights and remedies granted hereunder.

ARTICLE 19.

Reserved

ARTICLE 20. DEFAULT

Default pursuant to this Agreement shall be defined as (a) failure to pay rent within seven (7) days after written notice is given by Lessor to Lessee of nonpayment; or (b) failure of Lessee to comply with any other covenant or agreement contained in this Lease within fifteen (15) days after written notice of the breach is given by Lessor to Lessee. If Lessee believes Lessor is in default, Lessee shall send Lessor written notice and Lessor shall have not less than ten (10) days to cure the default. If the default cannot be reasonably cured within the time given, the party shall not be in default of this Lease if said party commences to cure the default within the given period and diligently and in good faith continues to cure the default.

ARTICLE 21. REMEDIES

A. In addition to all other rights or remedies it might have in the event of any breach of this Lease by Lessee, Lessor shall have the option to do any one or more of the following with a 30-day prior written notice and demand:

(1) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, but if Lessee shall fail so to do, Lessor may enter upon and take possession of the Premises.

(2) Enter upon and take possession of the Premises without terminating the obligations of Lessee, and Lessor may re-let the Premises and receive the rent therefor

(3) Accelerate Lessee's obligations to pay all sums hereunder and declare all of such sums immediately due and payable.

B. Unpaid installments of rent or other sums, including accelerated future sums, shall bear interest from the date due at the rate of Fifteen percent (15%) per annum.

ARTICLE 22. CASUALTY DAMAGE

A. If the Premises or the Building are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor, provided such repairs can be made within ninety (90) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent and any adjustments thereto shall be abated in proportion to the area of the Premises which is unusable by Lessee in the conduct of its business. There shall be no abatement of rent or adjustments thereto, by reason of any portion of the Premises being unusable for a period equal to three (3) business days or less.

B. If such repairs cannot be made within ninety (90) days, then either party may, by written notice to the other, cancel this Lease as of the date of the occurrence of such damage. A total destruction of the Building shall automatically terminate this Lease.

C. Upon termination of the Lease under any of the provisions of this Article, the parties shall be released co-incident with the surrender of possession of the Premises to the Lessor, without further obligation to the other, except for items which have theretofore accrued and are then unpaid.

ARTICLE 23. EMINENT DOMAIN

In the event that the whole of the Premises shall be taken under the power of eminent domain, or by conveyance in lieu thereof, this Lease shall automatically terminate on the earlier of the date title vests in the condemning authority or the date possession of the Premises is taken by such authority. Said date shall be termed the Date of Taking. In the event only a portion of the

Premises is taken or conveyed in lieu thereof, this Lease shall remain in effect, except that Lessee can elect to terminate this Lease if the remaining portion of the Premises is rendered unsuitable for Lessee's continued use of the Premises. If Lessee elects to terminate this Lease, Lessee must exercise its right to terminate pursuant to this paragraph by giving notice to Lessor within thirty (30) days after the nature and extent of the taking have been finally determined. If Lessee elects to terminate this Lease as provided in this Article, Lessee shall notify Lessor of the date of termination, which date shall not be less than thirty (30) days prior to the termination and shall not be later than ninety (90) days after Lessee has notified Lessor of its election to terminate; provided that this Lease shall terminate on the Date of Taking if the date of taking falls on a date before the termination as designated by Lessee. If Lessee does not terminate this Lease within the time allowed, this Lease shall continue in full force and effect, except that the rent shall be apportioned according to the area of the Premises remaining usable by Lessee. If a part of the Building or Premises shall be so condemned or taken, Lessor may, at its option, terminate this entire Lease by giving written notice of such termination to Lessee within sixty (60) days after title to the property vests in the condemning authority if substantial structural alterations or reconstruction of the Building shall, in the reasonable opinion of the Lessor, be necessary or appropriate as a result of such condemnation or taking (whether or not the demised Premises be affected). In the event only a part of the demised Premises shall be so condemned or taken, and this Lease and the term and the estate hereby granted are not terminated as hereinbefore provided, Lessor will, at its sole expense, restore with reasonable diligence the remaining structural portion of the Premises as nearly as practicable to the same condition as it was prior to such condemnation or taking. In the event of termination in any of the circumstances hereinabove provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if it were the date originally established for the expiration of the term of the Lease, and the rent hereunder shall be apportioned as of such date. All payments made by the condemning authority will be paid to Lessor and Lessee hereby assigns to Lessor any claim for compensation, provided that Lessee shall receive from any such payment a sum attributable to any tenant improvements or alterations made by Lessee in accordance with this Lease.

ARTICLE 24. TRANSFER OF LESSOR'S INTEREST

In the event of any transfer of Lessor's interest in the Premises or in the Building, other than a transfer for security purposes only, and upon the Lessee receiving a written agreement requiring Lessor's successor to assume Lessor's obligations hereunder, the Lessor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee agrees to attorn to the transferee, upon the condition that the transferee recognize Lessee's possession of the Premises under the Lease.

ARTICLE 25. BROKER

The parties recognize as the broker who negotiated this Lease the firm whose name is stated in Paragraph O of the Basic Lease Provisions and agree that Lessor shall be solely responsible for the payment of brokerage commissions to said broker and that Lessee shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If either party

has dealt with any other person or real estate broker in respect to leasing or renting space in the Building, that party shall be solely responsible for the payment of any fees due said person or firm, and that party shall hold the other party harmless against any liability in respect thereto.

ARTICLE 26. WAIVER

The waiver by Lessor or Lessee of any particular application of any term, covenant, or condition herein contained, or of any breach, shall not be deemed to be a general waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE 27. RIGHTS OF LESSOR

Lessor shall have the right to change the name, number, or designation of the Building without notice or liability to Lessee.

ARTICLE 28. ESTOPPEL CERTIFICATE

A. Lessee shall at any time and from time to time upon not less than ten (10) days prior written notice from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing certifying that (1) this Lease is unmodified and in full force and effect (or, if modified, is in full force and effect); (2) the dates to which the rental and other charges are paid in advance, if any; (3) there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed, and (4) such other matters and assurances as may reasonably be requested. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Building.

B. Lessee's failure to deliver such statement within such time shall be deemed to be a conclusive statement by Lessee that (1) this Lease is in full force and effect without modification except as may be represented by Lessor; (2) there are not any uncured defaults in Lessor's performance; and (3) not more than one month's rental has been paid in advance; and (4) other matters and assurances are as specified in the requested written statement.

ARTICLE 29. NOTICES

A. Whenever either party shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to the Premises, each such notice, demand, request or other communication shall be in writing and shall not be effective for any purpose unless the same shall be given or served as follows:

- (1). By delivering a copy thereof to Lessee at the Premises and by mailing the same to

Lessee by United States certified mail, postage prepaid, return receipt requested, addressed to Lessee at the address set forth in Paragraph M of the Basic Lease Provisions or at such other address as Lessee may from time to time designate by notice given in accordance with this Article.

(2). By mailing the same to Lessor by United States registered or certified mail, postage prepaid, return receipt requested, addressed at the address set forth in Paragraph L of the Basic Lease Provisions or at such other address or addresses as Lessor may from time to time designate by notice given in accordance with this Article.

B. Every notice, demand, request, or other communication hereunder shall be deemed to have been given or received as of the date of actual delivery, but not later than the third business day following the date of such mailing.

ARTICLE 30. ABANDONMENT

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law or otherwise, such shall be a breach of this Lease. Any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned at the option of Lessor and become the property of Lessor. Abandonment shall mean the failure to occupy the Premises for five (5) consecutive days, not including closing the office for vacations and holidays.

ARTICLE 31. INVALIDITY

The parties hereto agree and state that the terms and provisions of this Lease are the result of detailed negotiation and are the best efforts of the parties to express the intent of the agreement as fully as possible; however, the invalidity or unenforceability of any term or provision hereof shall not affect or impair any other term or provision hereof.

ARTICLE 32. INTERPRETATION

In all cases, the language in all parts of this Lease shall be construed simply, according to its fair meaning, and not strictly for or against Lessor or Lessee. This Lease shall be governed by the laws of the State of New Mexico.

ARTICLE 33. DEFINED TERMS AND CAPTIONS

The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. The titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

ARTICLE 34. AMENDMENTS

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. However, nothing herein is intended to waive, supersede or excuse any obligation, right or breach accrued under any pre-existing lease between the parties. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

ARTICLE 35. TIME

Time is of the essence of this Lease and each and every provision hereof. For any time period seven days and under, business days shall be use and for any time period over seven days calendar days shall be use.

ARTICLE 36. SUCCESSORS AND ASSIGNS

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the successors and permitted assigns of the parties hereto.

ARTICLE 37. INSURANCE

A. Lessee shall, during the entire term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Premises, the common areas of the Building used by Lessee, its invitees and licensees, and the business operated by Lessee and any subtenants of Lessee in the Premises in which the limits of public liability shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall name Lessor as Additional Insured, and shall contain a clause that the insurer will not cancel Lessee's insurance without first giving the Lessor thirty (30) days prior written notice. The insurance shall be with an insurance company and in a form approved by Lessor, and a copy of the policy or a certificate of insurance shall be delivered to Lessor.

B. Lessee shall take out and maintain fire insurance covering all of Lessee's improvements and betterments, contents and furniture and fixtures in an amount equal to the full insurable value thereof.

C. Lessee shall be solely responsible for any damage or loss to Lessee's property, including but not limited to improvements, inventory, furniture, chattels, signs, contents, fixtures or personal property. Lessor shall only carry insurance covering the Building and shall not carry insurance covering Lessee's property or improvements.

D. Reserved

E. Each policy of insurance provided for in this Article 38. shall contain an express

waiver of any and all rights of subrogation thereunder whatsoever against Lessor, its officers, agents and employees. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Lessor may carry. Any other provision contained in this Article 38. or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by Lessee shall be not less than an amount sufficient to prevent Lessor from becoming a co-insurer.

ARTICLE 38. CONSENT

Wherever in this Lease the consent of either Lessor or Lessee is required, such consent shall not be unreasonably withheld or delayed. Regarding any matters contained within the terms of the lease agreement, City consent shall be provided by the City Manager, but any matters which change, amend, termination, or extend this agreement the Governing Body shall provide the consent.

ARTICLE 39. AUTHORITY OF PARTIES

Each individual executing this Lease on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessee.

ARTICLE 40.

Reserved

ARTICLE 41. MISCELLANEOUS

A. SUBORDINATION AND ATTORNMENT. This Lease and all of Lessee's rights under this Lease are subordinate to the lien of any present or future mortgage or other loan security instrument, regardless of the mortgage execution or recording date. If any person initiates any proceeding to succeed to or succeeds to all or any portion of Lessor's interest in the Premises, whether by foreclosure, deed in lieu of foreclosure, power of sale or otherwise and if so requested by such person, Lessee shall attorn to such person.

B. LIABILITY OF LESSOR. Except as provided in the following sentence, Lessor, its agents, partners, shareholders, members, officers, directors and employees shall not be personally liable for any obligation or liability arising from this Lease. In the event of a judgment against Lessor, Lessee shall be limited in its recovery solely to the proceeds of any insurance carried by Lessor, and to the equity of the owner in the Building at the time of the alleged breach. Lessor shall maintain at Lessor's expense during the Term a comprehensive general liability insurance policy, including property damage, insuring Lessor against liability for injury to persons or property or the death of any person or persons occurring in, about or with respect to the Premises of at least \$1,000,000 combined coverage for bodily injury and property damage for each occurrence.

C. NO RECORDATION. Lessee shall not record this Lease, except as required


in the Office of the City Clerk.

D. ENVIRONMENTAL MATTERS. Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors or invitees.

This Lease Agreement shall be effective as of the later date executed by either Lessor or Lessee, as the case may be.

LESSEE:

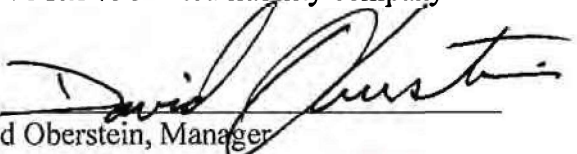
City of Santa Fe

By: 
Alan M. Webber, Mayor

Date: Mar 12, 2023

LESSOR:

MARCY Ventures, LLC,
a New Mexico limited liability company

By: 
David Oberstein, Manager

Date: January 11, 2023

ATTEST:


KRISTINE BUSTOS-MIHELICIC, CITY CLERK X/IV
GB MTG 03/08/2023

CITY ATTORNEY'S OFFICE:

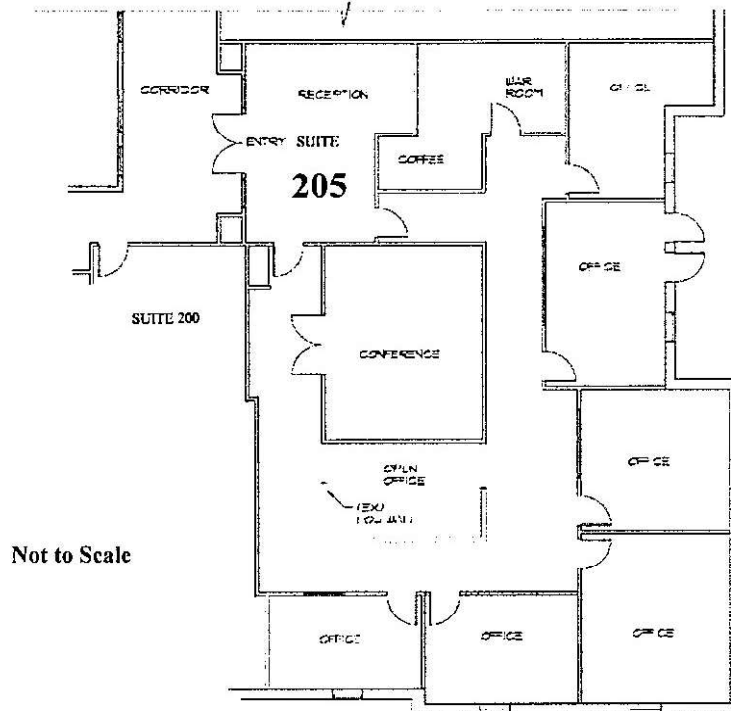

Marcos Martinez (Jan 12, 2023 08:35 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:


Emily K. Oster (Mar 11, 2023 22:01 MST)
EMILY K. OSTER, FINANCE DIRECTOR

EXHIBIT A
FLOOR PLAN

Building 123, Suite 205



Building 119, Suite 101

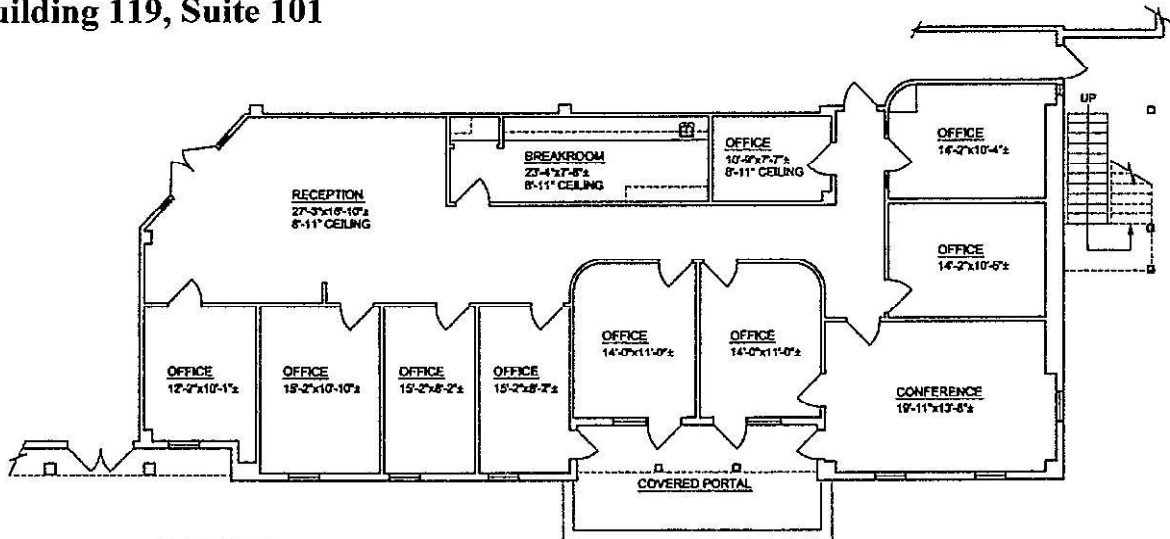


EXHIBIT "B"

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF MARCY PLAZA OFFICE COMPLEX LEASE

1. Lessee agrees to make a deposit, in amount fixed by Lessor from time to time, for each key issued by Lessor to Lessee for its offices, and upon termination of this Lease, to return all keys to Lessor. Lessor will refund the amount deposited on each key returned. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Lessee, nor shall any changes be made in existing locks or the mechanism thereof.

2. Directories will be placed by Lessor, at its own expense, in conspicuous places in the Complex. No other directories or signage shall be permitted unless previously consented to by Lessor in writing.

3. Lessee will refer all contractors, contractor's representatives and installation technicians, rendering any service to Lessee, for Lessor's supervision, approval, and control before performance of any work. This provision shall apply to all work performed in the Building including installations of any nature affecting doors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

4. Movement in or out of Building of furniture or office equipment, or dispatch or receipt by Lessee of any merchandise or materials which requires use of elevators or stairways, or movement through Building entrances or lobby shall be restricted to hours designated by Lessor. All such movement shall be under supervision of Lessor and in the manner agreed between Lessee and Lessor by prearrangement before performance. Such prearrangement initiated by Lessee will include determination by Lessor and subject to its decision and control as to the time, method, and routing of movement and as to limitations imposed for safety or other concerns which may prohibit any article, equipment, or any other item from being brought into the Building. Lessee is to assume all risk as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel of Lessor if damaged or injured as a result of acts in connection with carrying out this service for Lessee from time of entering property to completion of work; and Lessor shall not be liable for acts of any person engaged in or any damage or loss to any of said property or persons resulting from any act in connection with such service performed by Lessee.

5. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other parts of the Building, except of such color, size and style and in such places, as shall be first approved in writing by Lessor. No nails, hooks or screws shall be driven or inserted in any part of the Building, except by the Building maintenance personnel, nor shall any part of the Building be defaced by Lessee. All signs will be contracted for by Lessor for Lessee at the rate fixed by Lessor from time to time, and Lessee will be billed and pay for such service accordingly.

6. No portion of the Premises or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.

7. Lessee shall not place, install, or operate in the Premises or in any part of the Building, any engine or machinery, or maintain, use or keep any inflammable, explosive, or hazardous material or do anything that would raise Lessor's insurance expense or make insurance unavailable, without written consent of Lessor.

8. Lessor will not be responsible for lost or stolen personal property, equipment, money, or jewelry from Lessee's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

9. No birds or animals shall be brought into or kept in or about the Building except assistance animals.

10. Lessor will not permit entrance to Lessee's offices by use of pass keys controlled by Lessor to any person at any time without written permission by Lessee, except employees, contractors, or service personnel directly supervised by Lessor.

11. The entries, passages, doors, elevators, elevator doors, hallways or stairways shall not be blocked or obstructed; no rubbish, litter, trash or material of any nature shall be placed, emptied or thrown into these areas, and such areas shall not be used at any time except for ingress or egress by Lessee, Lessee's agents, employees, or invitees to or from the Premises.

13. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Lessee, its employees, agents, visitors, or licensees shall be paid by Lessee, and Lessor shall not in any case be responsible therefor.

14. Lessee shall not do, or permit anything to be done in or about the Building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants or do anything in conflict with the valid pertinent laws, rules, or regulations of any governmental authority.

15. The Lessor desires to maintain the highest standards of environmental comfort and convenience for Lessee. It will be appreciated if any undesirable conditions or lacks of courtesy or attention are reported directly to the management.

16. No bicycles or other vehicles of any kind shall be brought into, or kept in the Premises except in designated areas specified for parking of such vehicles. No cooking shall be done or permitted without Lessor's written consent. In the event Lessee requires the disposal of foodstuffs, edible matter, or any materials attractive to rats or other vermin, Lessee shall provide

at its sole cost and expense a rat proof receptacle for the disposal of such materials, and take active measures to control vermin. No Lessee shall cause or permit any unusual or objectionable odors to be produced, upon or permeate from the leased premises.

17. No Lessee shall make, or permit to be made, any unseemly or disturbing noises, or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unethical noise, whistling, singing, or in any other way.

18. Lessor shall have the right to make such other and further reasonable rules and regulations as in the judgement of Lessor, may from time to time be needful for the safety, appearance, care, and cleanliness of the Building and for the preservation of good order, and prevent violation of rules and regulations by other tenants.

EXHIBIT "C"

LESSOR IMPROVEMENTS

Lessee shall accept the Premises in its "AS-IS" condition, subject to completion of Lessor's Work (as defined herein). Lessor shall perform no improvements to the interior of the Premises except as provided herein. Any improvements to the Premises not provided herein, shall be at Lessee's sole cost and expense and shall require Lessor's prior written approval.

Lessor, at Lessor's sole expense, shall repaint the walls and office doors of the Premises using a maximum of two (2) colors, mutually acceptable to Lessee and Lessor.

Lessor, at Lessor's sole expense, shall have the carpets professionally cleaned in the Premises.

Lessee, at Lessee's sole expense, shall be responsible for all low voltage telephone and data wiring installation required for Lessee's use. The cost of all appliances required by Lessee shall be at Lessee's sole expense.

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** _____ **Other:** Lease _____

Short Title(s): Approval of a Lease Agreement Between Marcy Ventures, LLC, and the City of Santa Fe,

Sponsor(s): Mavor Alan Webber

Reviewing Department(s): Economic Development

Staff Completing FIR: Terry Lease, Asset Development Manager **Date:** February 7, 2023 **Phone:** (505) 629-2206

Reviewed by City Attorney: _____ **Date:** _____

Reviewed by Finance Director: _____ **Date:** _____

Summary:

This lease will allow the City of Santa Fe to vacate its offices at 500 Market Street to make room for Specifica, LLC to expand its rapidly growing antibody engineering company. Specifica enjoys its current location and wishes to remain in Santa Fe and to expand. Specifica's laboratory and offices share a wall with the City's offices in Market Station making this the only location that will accommodate Specifica's expansion in Santa Fe.

Departments Affected:

Community Development Department (Office of Economic Development, Office of Affordable Housing), Community Health and Safety Department (Community Services Division, and Public Works Department

Consequences of Not Enacting Legislation:

If this Lease is not approved, City of Santa Fe will not have enough office space for its employees who are currently housed at 500 Market Street

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None known

Performance and Administrative Implications:

The Facilities Division will need to remove all furniture from the Market Street Condo and relocate employees to Monica Roybal and a leased property.

Fiscal Implications:

This lease will result in the City needing to pay rent for at least 5 years and possibly 10 years

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 23	FYE 24	FYE 25	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Capital Outlay</u>	\$600,000	\$ _____	\$ _____	_____	_____	_____	_____
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Professional Services</u>							
<u>Operating</u>	\$64,353.33	\$196,438.55	\$203,313.90			212	\$464,105.78
<u>Total:</u>	\$664,353.33	\$196,438.55	\$203,313.90				\$1,064,105.78

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

FYE 23 = \$600,000.00 to move City Staff to new premises, \$64,353.33 for rent

Revenue

Revenue Type	FYE	FYE	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____	_____	_____

Revenue Narrative:




City of Santa Fe, New Mexico


Memorandum



Date: February 8, 2023

To: Finance Committee: 02/27/2023
Economic Development Advisory Committee: 03/01/2023
Quality of Life Committee: 03/01/2023
Public Works & Utilities Committee: 03/06/23
Governing Body: 03/08/2023

Via: Johanna Nelson, Director, Office of Economic Development 

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

RE: Lease Agreement Between Marcy Ventures, LLC, a New Mexico Limited Liability Company, and the City of Santa Fe, a Charter Municipality.

EXECUTIVE SUMMARY:

This lease between Marcy Ventures, LLC (“Lessor”) and the City, if approved, will accommodate City staff that is being relocated from the Market Station Condominium as a result of a lease of that space to Specifica, LLC. The Premises consists of 6,895 leasable square feet and is located at 119 and 123 East Marcy Street in Santa Fe, New Mexico. This is a full-service lease (all operating expenses are included in the rent) with a first year monthly rent of \$16,088.33 (\$28.00 per square foot per year). The rent is subject to annual increases of 3.5% and the initial term is 5-years, from March 9, 2023, through March 8, 2028, with one 5-year renewal option (“Marcy Lease”).

BACKGROUND:

The City owns a commercial condominium on the 2nd floor in a building located at 500 Market Street, within the Railyard (“Market Station Condominium”). The City’s condominium adjoins a rapidly growing biotechnology company, Specifica, LLC (“Specifica”), with a need to expand its operations to keep pace with business demands and generate added revenue to the municipality. Specifica has offered to compensate the City \$500,000.00 to cover the costs of moving the City’s offices and to lease alternative office space. Also, the annual lease payments received from Specifica for the Market Station Condominium will exceed the rent paid to the Lessor for the Marcy Lease. This Marcy Lease, and a lease of the Market Station Condominium to Specifica, are both scheduled for consideration by committees and the Governing Body simultaneously.

After an exhaustive search of both City owned properties, and other available lease properties, to relocate approximately 30 City staff, the Lessor’s offices at Marcy Plaza I, located at 123 E. Marcy Street, Suite 205, and Marcy Plaza II, located at 119 E. Marcy Street, Suite 101 (the “Building”) was deemed the most suitable site. The location is close to City Hall, the Santa Fe Community Convention Center and Convention Center parking garage. Unlike the other locations considered, the Building is virtually “move-in ready” and will not require tenant improvements.

ACTION REQUESTED: The Office of Economic Development respectfully requests approval and execution of the attached Lease Agreement between Marcy Ventures, LLC and the City of Santa Fe.

ATTACHMENTS:

Lease Agreement

Fiscal Impact Report

Summary of Contracts

Procurement Checklist



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: Marcy Ventures, LLC

Description: Lease Agreement between Marcy Ventures, LLC and City of Santa Fe

Contract Agreement Lease / Rent Amendment

Term Start Date: 03/09/2023 Term End Date: 03/08/2028

Approved by Council Date: _____

Contract / Lease: Lease Agreement between Marcy Ventures, LLC and City of Santa Fe

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

This lease between Marcy Ventures, LLC ("Lessor") and the City, if approved, will accommodate City staff that is being relocated from the Market Station Condominium as a result of a lease of that space to Specifica, LLC.

3. **Procurement History:** _____

 Feb 20, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: No Procurement. Lease only.

4. **Funding Source:** _____ **Org / Object:** 2122800/460350

 Feb 16, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Terry Lease, Asset Development Phone # 505-629-2206

Email: tjlease@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Marcy Ventures, LLC

Procurement Title: Lease Agreement Between Marcy Ventures, LLC and the City of Santa Fe

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Economic Development Staff Name Terry Lease, Asset Dev Manager

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Terry Lease Asset Development Manager 02/07/2023

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor Feb 20, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.