

AMENDMENT NO. 3
SANTA FE MUNICIPAL AIRPORT LEASE AGREEMENT
JET CENTER AT SANTA FE REAL ESTATE, LLC

THIS AMENDMENT NO. 3 is made and entered into this ____ day of _____, 2017, by and between the CITY OF SANTA FE, NEW MEXICO, a municipality and political subdivision of the State of New Mexico (City or Lessor), and JET CENTER AT SANTA FE REAL ESTATE, LLC, a New Mexico limited liability company (JCSF or Lessee) (collectively, the Parties).

WHEREAS, the Lessor owns and operates the Santa Fe Municipal 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 Lease) for three parcels of land at the Airport identified as Lease Parcel B (Parcel B), Lease Parcel C (Parcel C), and Lease Parcel D (Parcel D) (collectively, the Lease Parcels), 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 14,000± square-foot parcel of land and the building thereon (Building 3002) located between the Airport Terminal and Parcel B (Parcel A); 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 (TMB) 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; 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 now wish to amend the Lease to enlarge Parcel B to permit JCSF to construct a larger passenger terminal and additional hangers, together with their appurtenant improvements.

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

1. REVISED LEASE PARCEL B. Parcel B, which consisted of approximately 38,189 square feet, is hereby modified and enlarged to conform to the legal description attached hereto as Exhibit A and incorporated by reference (Revised Lease Parcel B). Upon execution of this Amendment, Revised Lease Parcel B shall consist of approximately 61,068 square feet as shown and delineated on Exhibit B attached hereto and incorporated by reference.

2. ANNUAL RENT FOR REVISED LEASE PARCEL B. The Total Annual Rent for Revised Lease Parcel B shall be \$7,771.00, payable in equal monthly increments of \$647.00 in advance on the first day of each month.

3. EFFECT. All other terms and provisions of the Lease as modified by Amendment No. 1 and Amendment No. 2 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. 3 to Lease Agreement to be executed as of the day and year first above written.

CITY OF SANTA FE:

Javier M. Gonzales, Mayor

ATTEST:

Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:



Kelley A. Brennan
City Attorney

APPROVED:

Adam K. Johnson, Finance Director

JET CENTER AT SANTA FE REAL ESTATE, LLC

By: _____
Name: John Marchman
Title: Managing Member

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

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

Notary Public

My Commission Expires:_____

DESCRIPTION OF REVISED LEASE PARCEL B

ALL THAT PORTION OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY
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 THE MOST NORTH CORNER OF SAID LEASE PARCEL, HAVING
NAD83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID
N:1680719.75 GRID E:1689781.82, LAT.:35°37'09.329"N LON.:106°05'02.033"W
WHICH LIES S37°23'12"W 3153.28 FEET FROM NGS CONTROL STATION
"SANTAIR",

THENCE S54°58'29"E, 269.87 FEET;

THENCE S35°01'31"W, 25.80 FEET;

THENCE S55°04'51"E, 95.88 FEET;

THENCE S71°39'10"W, 253.82 FEET;

THENCE N54°43'35"W, 147.88 FEET;

THENCE N35°16'25"E, 54.68 FEET;

THENCE N05°11'23"W, 27.98 FEET;

THENCE N54°43'35"W, 49.27 FEET;

THENCE N35°16'25"E, 152.41 FEET; MORE OR LESS TO THE POINT OF
BEGINNING, CONTAINING 61,068 SQ. FT OR 1.402 ACRES, MORE OR LESS, AS
SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS
DESCRIPTION.

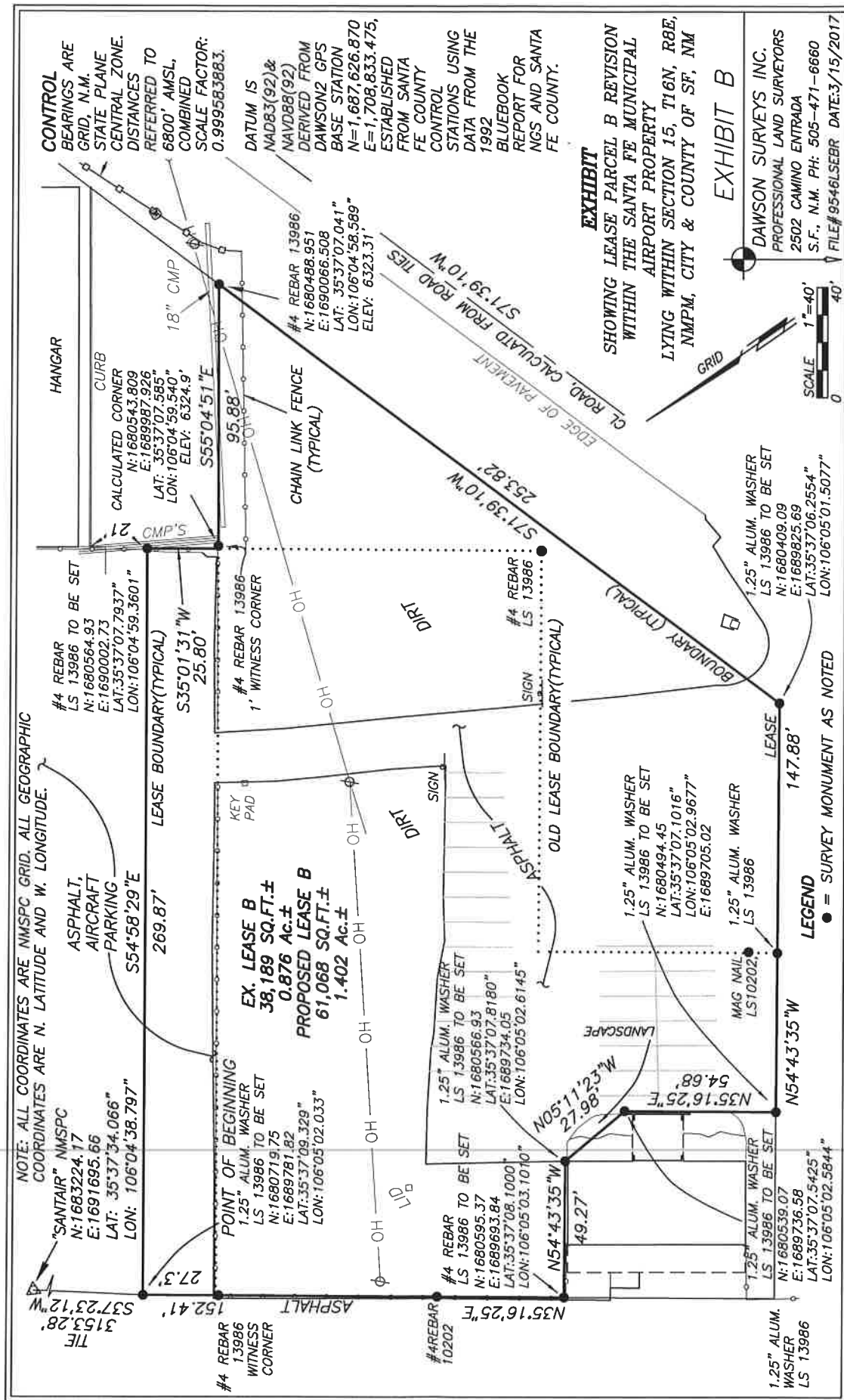
Diego J. Sisneros
DIEGO J. SISNEROS

3/15/2017

N.M.P.L.S. #13986



EXHIBIT A



John A. Padilla AIA
ARCHITECT
PO BOX 27986
Santa Fe, NM 87502
(505) 960-1662
jpadilla@johna-padilla.com

HANGER 2 - PARCEL B
PROJECT ADDRESS
SANTA FE, NEW MEXICO
JET CENTER AT SANTA FE

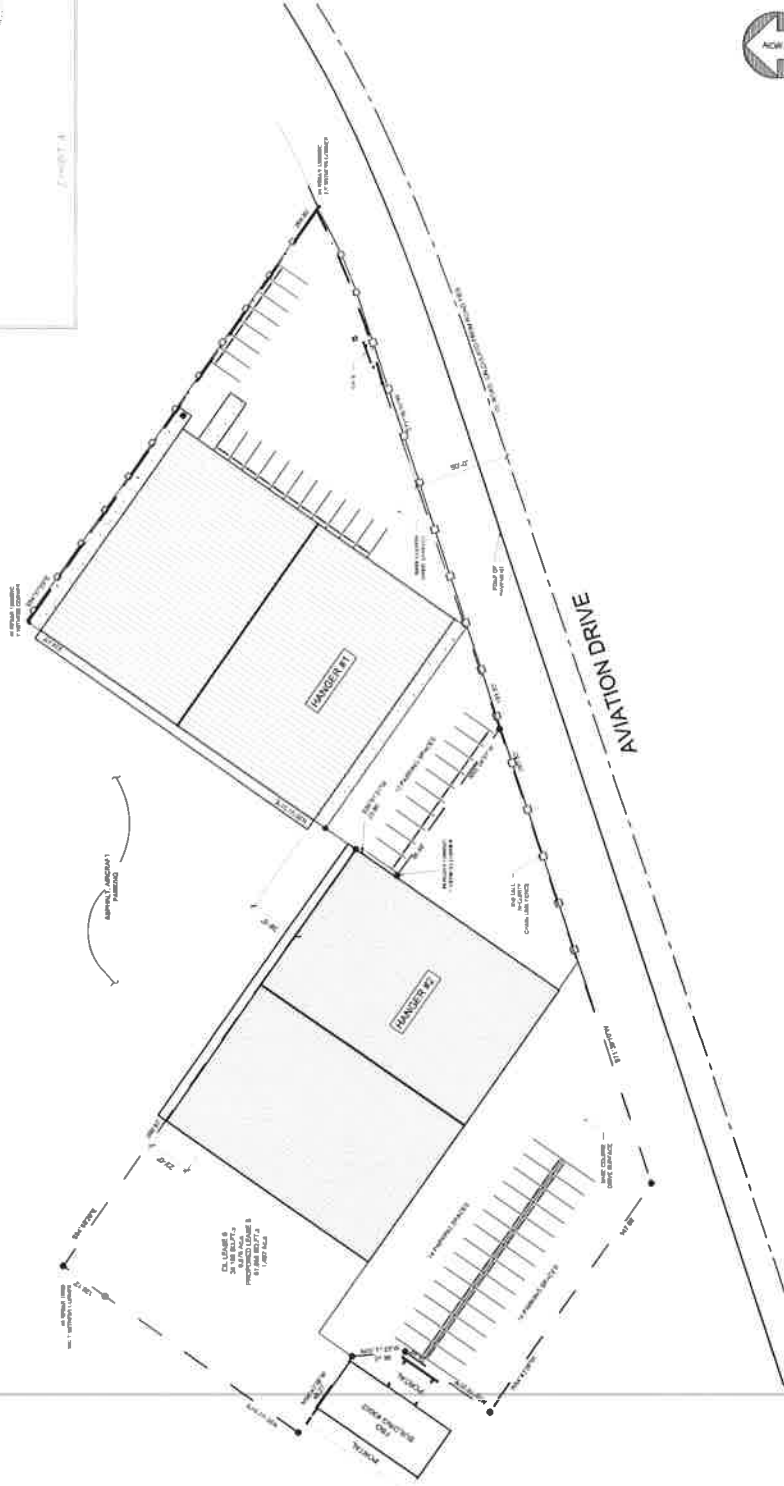
DATE: 03/28/2017
PROJECT: JCBF-HANGER 2
DESIGNER: RDE
CHECKED BY: JAP
SCALE: 1" = 30'-0"

ARCHITECTURAL
SITE
PLAN

A-1

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED ARCHITECT IN THE STATE OF NEW MEXICO. I CERTIFY THAT I AM A MEMBER IN GOOD STANDING OF THE ARCHITECTS' BOARD OF THE STATE OF NEW MEXICO. I AM NOT PROVIDING ANY PROFESSIONAL SERVICES TO ANY OTHER PARTY FOR THIS PROJECT. I AM NOT PROVIDING ANY PROFESSIONAL SERVICES TO ANY OTHER PARTY FOR THIS PROJECT. I AM NOT PROVIDING ANY PROFESSIONAL SERVICES TO ANY OTHER PARTY FOR THIS PROJECT.

John A. Padilla
John A. Padilla, AIA
March 28, 2017



SITE PLAN - HANGER 2 SCALE: 1" = 30'-0"

