

ORDINANCE NO. 1252

AN ORDINANCE TO APPROVE A LONG-TERM LEASE FOR THE MANAGEMENT OF THE SILVER CITY MUNICIPAL GOLF COURSE, ALSO KNOWN AS SCOTT MEMORIAL PARK GOLF COURSE, UNDER THE PROVISIONS OF CHAPTER 48, SECTION 48-24 OF THE TOWN OF SILVER CITY MUNICIPAL CODE

WHEREAS, the Town of Silver City is the owner of the Silver City Municipal Golf Course, also known as Scott Memorial Park Golf Course (hereinafter, "Golf Course"); and

WHEREAS, since the year 2004 the Town has leased the Golf Course to well-chosen lessees for operation thereof and has found that such leasing process has resulted in efficient management of the Golf Course, economic savings for the Town, and a high level of service to the golfing community; and

WHEREAS, after a six-month trial period where the Town leased the Golf Course to Western New Mexico University, (hereinafter, "WNMU"), for management thereof, the Town Council upon recommendation by the Town Manager, finds that a long-term lease for continuing the management of the Golf Course between the Town and WNMU is in the Town's and the public's best interest; and

WHEREAS, Chapter 48, Section 48-24 permits the long-term lease of Town-owned property to the State or any of its political subdivisions; and

WHEREAS, WNMU is a political subdivision of the State of New Mexico; and

WHEREAS, the Town Council of the Town of Silver City desires to authorize the Town Manager to execute contracts for long-term management of the Golf Course, and for the lease of the Government Liquor License held by the Town and associated with the Golf Course; and

WHEREAS, the Town Council finds that the adoption of this ordinance is necessary for the health, safety and welfare of the Town and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO, that:

(A) The Town Council authorizes the Town Manager to execute a long-term lease agreement between the Town and WNMU for the management of the Silver City Municipal Golf Course, also known as Scott Memorial Park Golf Course, a copy of which is attached hereto as Appendix “A”; and

(B) The Town Council authorizes the Town Manager to execute a long-term lease agreement between the Town and WNMU for the lease of the Town’s Government Liquor License for use in association with the Golf Course, a copy of which is attached hereto as Appendix “B”.

(C) The Town Council authorizes the Town Manager to modify the long-term leases during the terms thereof if circumstances shall arise which require such modification to further the interests of the parties.

PASSED, ADOPTED AND APPROVED by vote of the Council of the Town of Silver City, Grant County, New Mexico, this 25th day of October, 2016.

TOWN OF SILVER CITY

(Seal)

/s/ _____
Ken Ladner, Mayor

Attest:

/s/ _____
Ann L. Mackie, Town Clerk

This is a Lease between

THE TOWN OF SILVER CITY, NEW MEXICO

And

WESTERN NEW MEXICO UNIVERSITY

A New Mexico State Educational institution

For the

Management of the Silver City Municipal Golf Course

Also known as Scott Memorial Park Golf Course Effective

July 1, 2016

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into as of this 1st day of July, 2016, by and between the TOWN OF SILVER CITY, a New Mexico municipal corporation (The "Town") whose address is P.O. Box 1188, Silver City, New Mexico and Western New Mexico University, ("WNMU"), a New Mexico Educational Institution whose address is 1000 College Avenue, Silver City, New Mexico.

RECITALS

(1) The Town is authorized by its charter and the provisions of Chapter 48, Sections 48-20 et. seq. of the Town of Silver City Municipal Code to enter into the Lease of municipal real property.

(2) The terms of the Lease are subject to compliance with the terms of Chapter 48, Sections 48-20 et. seq. of the Town of Silver City Municipal Code.

(3) WNMU is a State of New Mexico Educational Institute and a public entity of the State of New Mexico.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

ARTICLE I

PREMISES

1.1 Description. The parcel of improved real property (the "Premises") to be leased to WNMU is legally described and shown on Appendix "A" attached hereto and incorporated herein and is commonly known as Scott Memorial Park Golf Course ("Golf Course").

1.2 Condition of Premises. WNMU acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the operation of the Golf Course. WNMU accepts the premises in its present physical "as is" condition and agrees to make no demands upon the Town for any improvements or alterations thereof, **except as otherwise noted hereinafter.**

1.3 Respective Title of Parties. WNMU and the Town hereby acknowledge the respective title and interest of the other party in the Premises and the improvements located thereon. Title to the real property and fixtures shall remain with the Town of Silver City.

1.4 Possession. Possession of the Premises shall be delivered to WNMU on the Effective Date (as defined in Section 3.1 below), pursuant to the terms of the Lease, and in accordance with the terms of this Lease. WNMU shall assume all risk of loss as of the

Effective Date.

ARTICLE II

LEASE

2.1 WNMU agrees to lease the premises described in Appendix "A" for the purpose of operating, and managing the Scott Memorial Park Golf Course and related facilities. The effective date of the Lease shall be July 1, 2016 or such date as the Town Council approves the execution of this Lease, whichever date shall come later.

ARTICLE III

LEASE TERM

3.1 Initial Term. The initial term of this Lease shall be for TEN (10) YEARS from the effective date, unless terminated pursuant to the provisions contained in this Lease. The parties may extend the term of this Lease upon mutual written agreement.

ARTICLE IV

USE OF LEASED PROPERTY

4.1 Purpose. The Premises shall be used only for the operation, maintenance, management, and improvement of the Golf Course, and putting and chipping green, a driving range, a snack bar/grill, a clubhouse, a pro shop, and a golf cart storage and maintenance area, and for related golf course activities and functions. The Golf Course shall be used for no other purpose without the express written consent of the Town. The Golf Course shall at all times in its operation be open to the public, regardless of race, color, creed, gender, or national origin.

ARTICLE V

RENT AND RECORD KEEPING

5.1 Payments. No rent shall be charged to WNMU for its operation of the demised Premises in consideration of the tangible and intangible benefits to the Town as a result of the efficient management of the public Golf Course, and the maintenance and improvements conducted by WNMU, all of which will inure to the benefit of the Town and its citizens.

5.2 Records and Books. WNMU shall keep good and accurate records of all its transactions with regard to the operation of the Golf Course and its associated operations, and will make available, upon reasonable notice from the Town, all records, books, and other pertinent information to the operation of the demised Premises. Further, WNMU acknowledges that it shall be the custodian of these records, and shall upon request provide

access for inspection and copying to the public pursuant to the provisions of the New Mexico Inspection of Public Records Act.

ARTICLE VI

MAINTENANCE AND REPAIRS

6.1 Maintenance. WNMU shall be responsible for the cost of all preventive maintenance, operation, and minor (hereto defined as less than \$1,500) repairs of the current irrigation system necessary for operation of the Golf Course during the term of this lease.

6.1.1 The Town shall reimburse WNMU the cost of any major (hereto defined as greater than \$1,500) repairs to the irrigation system components, including the computer irrigation controlling system, the pumps and the pump station building and its associated wiring and electronics.

6.1.2 The Town shall reimburse WNMU for any major costs incurred with regard to the buildings and structures within the property. This would include, but not be limited to the restaurant/pro shop (and its associated plumbing and HVAC systems), cart storage, restrooms, rain shelters, maintenance building and bridges.

6.2 Maintenance Conditions. WNMU shall provide or contract for, at its own expense, such utility services, janitorial and custodial services, solid waste disposal services, maintenance and repair services, and other services as may be reasonably necessary to keep the Premises and improvements in good, sightly, safe, and sanitary condition at all possible times throughout the Initial Term and any Renewal Term. WNMU shall comply with each and every provision of maintenance that may be later imposed by the Town Council. WNMU shall maintain the Golf Course in a well-manicured appearance at all times, and in accordance with relevant environmental laws and concerns. WNMU shall maintain the Golf Course in accordance with USGA standards, and applicable environmental laws. If necessary, an independent third party familiar with USGA standards shall be retained to mediate any disputes over compliance. WNMU will use its best efforts to cause the ponds and lakes located on the Premises to be maintained in such manner as to inhibit growth on noxious weeds and algae and to comply with requirements of the Town's NPDES permit and the terms of Discharge Plan 35 of the New Mexico Environmental Department ("Discharge Plan"). WNMU shall hold the Town harmless and indemnify the Town from all claims, fees, fines, or liability, including attorneys' fees and costs which the Town may incur as a result of noncompliance by WNMU with terms of the NPDES permit and/or Discharge Plan.

6.3 Compliance with Law. The Premises and all improvements shall be maintained in accordance with all applicable laws, rules, ordinances, orders, and regulations of the following:

6.3.1 Federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials which includes, but is not limited to terms

of the NPDES permit and discharge plan; and

6.3.2 All insurance companies insuring all or any part of the Premises or improvements or both.

6.3.3 The Town, however, shall bear the cost of any improvements to the Premises required pursuant to changes in any applicable laws, rules, ordinances, orders, or regulations after the effective date of this Lease or the completion date of any improvements created by the lessee on the premises. If the cost of changes required exceed the appraised value of the Golf Course and its improvements, then this Lease shall be renegotiated.

6.4 Maintenance Equipment, Supplies, and Materials. WNMU shall reasonably comply with all maintenance specifications common to first-class golf courses located in the area and shall, at its own cost and expense, furnish all necessary equipment, supplies, and material of good quality and in the amounts necessary to fulfill such maintenance obligations.

6.5 Additional Maintenance. WNMU, at its cost and expense, shall perform such additional maintenance and repair as WNMU believes may be required to maintain the Golf Course in attractive, top-notch, and playable condition. The Town reserves the right to provide for additional maintenance at its own expense, and in its sole discretion. This term does not obligate the Town in any way to perform such additional maintenance.

6.6 Notice of Defective Condition. If the Town finds that the Premises or any of the improvements, fixtures, furnishings, or equipment constructed, installed, or used on the Premises is not in good, sightly, safe, and sanitary condition, the Town shall give WNMU written notice of the defective condition, in which case, the defect must be cured within the period specified in Section 30.3 herein. Should WNMU fail, after such written notice, to perform its maintenance obligations required hereunder, the Town, in addition to all other available remedies, may, but shall not be required to, enter upon the Premises and perform WNMU's said failed obligations using any equipment or materials on the Premises suitable for such purposes. WNMU shall forthwith on demand, reimburse the Town for its costs so incurred including direct and indirect overhead.

6.7 Destruction of Premises. If all or substantially all of the Premises is damaged or destroyed as a result of a casualty which is covered by insurance to such an extent that the Premises cannot within one (1) year be restored and/or rebuilt to be a facility reasonably satisfactory to WNMU or the Town, then the entire amount of insurance proceeds with respect to such damages or destruction, be allocated and disbursed to WNMU and the Town based upon the relative values of this Lease to each party immediately prior to such damage or destruction for the remainder of the Initial Term and any Renewal Term. In the event of damage or destruction of all or substantially all of the Premises, WNMU shall have the right to terminate this Lease and all of its obligations under this Lease.

6.7.1. If a lesser portion of the Premises is damaged or destroyed as a

result of a casualty which is covered by insurance, and if the Premises may be restored and/or rebuilt in the time and manner referred to above, then: (i) this Lease and all related documents shall continue in full force and effect, and (ii) WNMU shall receive all insurance proceeds with respect to such damage or destruction, and (iii) WNMU, at WNMU's expense, shall promptly and diligently restore and/or rebuild the Premises to be a facility satisfactory to WNMU and the Town. Upon failure or refusal of WNMU to rebuild and/or restore the Premises within one (1) year, the Town, shall receive all insurance proceeds with respect to such damage or destruction and this Lease shall terminated.

6.7.2 Promptly after any damage or destruction to the Premises, WNMU shall deliver to the Town a certificate, signed by WNMU stating whether or not the damage or destruction is to such an extent that the Premises cannot within one (1) year be restored and rebuilt in a manner satisfactory to WNMU and the Town. If WNMU and the Town disagree as to whether the Premises can be restored and/or rebuilt within one (1) year, each party shall choose a consultant and the selected consultants shall choose a third consultant which three (3) consultants shall render a decision on the issue by majority vote. The Town and WNMU agree that the consultants' decision shall be binding upon them.

6.7.3 Notwithstanding anything contained herein to the contrary, WNMU shall not be required to repair or restore the Premises and this Lease shall terminate if all or a significant portion of the Premises are destroyed or rendered unusable to operate a golf course by a casualty which is not covered by insurance hereunder, and requiring an expenditure in excess of \$1,050,000 to restore the Premises for and event which is covered by insurance. In such event, the Town, at its elections, may pay the amount in excess of \$1,050,000 necessary to restore the Premises and keep this Lease in full force and effect by giving WNMU notice of such election within ninety (90) days after the occurrence of such casualty.

6.7.4 Condemnation proceedings. If, after the execution of this Lease, condemnation proceedings are threatened in writing by an authorized governmental agency or commenced with respect to any material portion of the Premises, WNMU may terminate this Lease by delivering a written termination notice to the Town. A condemnation of (i) more than thirty percent (30%) of the Premises, (ii) any portion of the clubhouse, or (iii) any portion of the Premises utilized by the Club which causes a material interference in the operation of the Premises shall be deemed material for purposes of the preceding sentence.

6.8 Maintenance of the Golf Course. WNMU shall perform maintenance functions in the manner as may be further set forth by actions of the Town Council. Those requirements will be incorporated into this Lease and made a part hereof. Performance of

said requirements shall be a material part of this Lease agreement.

6.9 Other Improvements. WNMU agrees to continue to improve the real and personal property on the Golf Course in an effort to make it one of the best public courses in southwest New Mexico. The Town reserves to itself the right to make additional improvements to the Golf Course at its own expense, and in its own discretion.

6.10 Liens and Encumbrances. For the effective date hereof, WNMU shall not create or permit to exist any lien, encumbrance or charge upon the Premises or any portion thereof, without promptly discharging the same.

ARTICLE VII

INSPECTION

7.1 Inspection. WNMU shall allow the Town Manager or Designee access upon reasonable notice to the Premises and improvements, fixtures, and equipment constructed, installed, or used thereon, for the purpose of inspection or examining them to ascertain if they are in reasonably good, sightly, safe, and sanitary condition and conform to all Lease requirements.

ARTICLE VIII

INSURANCE

8.1 Insurance Requirements. WNMU shall, at its own expense, obtain and keep in force during the initial term and any renewal term property and liability in conformance with the requirements of WNMU as a public entity in the State of New Mexico.

8.2 Hold Harmless. In addition to the insurance required herein, WNMU and the Town each agree to hold harmless the other party from all reasonable claims brought against it for any acts occurring on or about the Premises, which acts are not the cause of the other party or any of its employees or agents. Included in such a "hold harmless" shall be the payment by WNMU or the Town, as the case may be, reasonable attorney fees incurred by the other party in response to or defense of such claims.

ARTICLE IX

OPERATION

9.1 Public Protection. In its operation on the premises, WNMU shall use its best efforts to observe all applicable federal, state, and local laws and shall take such actions as may reasonably be necessary for the protection of the health, safety, and well-being of the public. WNMU shall use its best efforts to not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent property. WNMU shall use its best efforts to cause the Premises to be operated in such a manner as to

satisfy the operational objectives set forth in this Lease. WNMU shall determine the days and hours of operation of the Golf Course and shall consider weather conditions and seasonal fluctuations in use of the Golf Course in making such determination. Whenever play must be temporarily suspended due to inclement weather conditions, the decision on when to allow play to resume and when to allow carts to go out on the Golf Course shall be made by WNMU.

9.2 Toilet Facilities. Toilet facilities shall be provided at locations on the Premises and connected to the city sewer system or current septic systems. Refuse and waste material shall be handled as required by applicable federal, state, and local laws, ordinances, and regulations.

9.3 Advertisement. All audible or visible advertising by WNMU concerning the Premises must state that the Premises are a Town Public Golf Course.

9.4 Accommodation of Physically Handicapped. Future improvements shall be designed and operated to accommodate the physically handicapped where reasonably possible.

9.5 Personal Property. WNMU shall furnish all personal property (including but not limited to equipment, fixtures, furnishings, and inventory), which WNMU reasonably deems necessary for operation and maintenance of the Premises. WNMU shall retain all personal property upon completion of this Lease, except that personal property which has been furnished by the Town and to which the Town retains ownership. Concurrent with the execution of this Lease, the Town shall transfer to WNMU for no cost that personal property purchased by the Town from Silver Fairways, LLC, the prior operator of the Golf Course, which property is identified in Appendix "B" attached hereto.

9.6 Services. WNMU shall use its best efforts to furnish all services required under this Lease in a diligent, professional, and creditable manner in accordance with all relevant governmental rules and regulations. WNMU warrants that its members will receive no preferential treatment, as to charges for services or merchandise, tee times, or any other privileges.

9.7 Public Facility. The Golf Course and improvements are intended to be a public facility and, as such, shall remain open to the public during normal operating hours, except in the event of tournament play and except for exceptions or waivers. WNMU agrees to conduct tournaments so as to minimize disruption of the use of the course by residents.

9.8 Promotion of Use of Premises. WNMU and the Town shall each make a good faith effort to promote the use of the Premises.

9.9 Environmental Concerns. In its operations on the Premises, WNMU shall be especially mindful of environmental concerns and shall take special care and precaution in the selection and use of pesticides, fertilizers, and other substances commonly used at golf courses located in the area. A list of all such substances, their manufacturers, and all other pertinent information pertaining to each substance shall be supplied to the Town and

updated upon request.

9.10 Fee Schedule. The fee schedule for the Golf Course shall be set at least annually by WNMU to be competitive with comparable golf course facilities. WNMU agrees that, should a discount golfing package be made available to guests of any hotel, motel, or resort located in the Town, the same discount golfing package shall be made available to all other guests of any hotel, motel, or resort located within Grant County. The written fee schedule and its implementation date, for daily green fees, cart rental, trail fees, and driving range fees, must be submitted to the Town Manager at least thirty (30) days prior to its implementation. The fees will be considered approved on the date of implementation unless the Town, at least 5 working days prior to the implementation date, notifies WNMU, in writing, that the fee schedule is disapproved. The first fee schedule is attached hereto as Appendix "C".

9.11 Revenues. All revenues derived from the operation of the Golf Course, restaurant and bar, pro shop, and all other operations related thereto shall be retained by WNMU as its own. Revenues shall include, but not be limited to all receipts, revenues, and moneys generated and collected by WNMU from green fees, tournaments, driving range fees, golf cart trail fees, and golf cart rental fees during the term of this agreement provided.

ARTICLE X

UTILITIES

10.1 Water. The Town agrees to provide, and WNMU agrees to accept, if needed for the irrigation of the golf course, throughout the Initial Term and any Renewal Terms, a minimum of one hundred eighty million (180,000,000) gallons of effluent water annually at no cost to WNMU, for the irrigation and maintenance of the Premises. This water is to be provided upon demand, within the current capability of the Waste Water Treatment Plant and the transmission system. It is specifically agreed that any water rights that might be created by such use shall not vest in WNMU, but shall be owned by the Town. WNMU agrees to pay the going out-of-town rate for any city water other than effluent water that is used. Effluent water shall meet New Mexico Environment Department standards.

10.2 Emergency. The Town and WNMU further agree that should there occur during the Initial Term or any Renewal Term, a shortage of water available for Golf Course purposes which should cause the Town Council to declare an emergency situation as to the Golf Course, the parties shall cooperate and try to resolve the problem(s) which created the emergency. Failure to deliver effluent water as provided herein because of an emergency situation shall not be considered a breach of the agreement. In case of emergency, the Town and WNMU shall take all prudent actions to preclude damage to the course, and loss of revenue.

10.3 Other Utility Services. WNMU shall provide at its own expense all utility services necessary for the operation of the described premises except for the irrigation pump station, which will be paid by The Town.

ARTICLE XI

ALTERATIONS, ADDITIONAL IMPROVEMENTS, ALL WORK ON WRITTEN CONTRACT

11.1 No Material Alterations. WNMU shall not substantially demolish, remove, alter, modify, replace, or add to, any material improvements on the Premises during the term of this Lease unless WNMU secures the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld. To obtain approval of any such proposed project, WNMU shall submit detailed plans and specifications of the proposed project to the Town Manager or his designee together with a statement specifying WNMU's reason for the proposal. Any such approved project shall be commenced and completed in accordance with the terms of the approved project.

ARTICLE XII

OWNERSHIP OF IMPROVEMENTS

12.1 Subject to Article 11.1 hereof, all improvements constructed or placed on the Premises during the Initial Term or any Renewal Term thereof shall become the Town's property upon the expiration or sooner termination of this Lease, free and clear of all claims to or against them by WNMU or any third person or entity; and WNMU shall defend and indemnify, to the extent permitted by law, the Town and its officers, council members, staff, planning commissioners, employees, agents, independent contractors, attorneys, accountants, representatives, predecessors, successors, and assigns against all liability and claims, loss, damage, or expense of whatsoever character, nature, and kind, patent, or existing or contingent, including reasonable attorney fees and costs arising from such claims or from the exercise by the Town of the rights conferred by this Article.

ARTICLE XIII

SUBLEASE

13.1 Except as specifically provided in this Lease, WNMU shall not sublease the Premises, or any part thereof, whether voluntarily or involuntarily, without the prior written consent of the Town which shall not be unreasonably withheld. WNMU agrees that any such sublease shall not in any way relieve WNMU of any obligations or responsibilities deriving from this agreement.

13.1.1 With the approval of the Town Manager, WNMU reserves the right to sublease the Restaurant and Bar (including the associated liquor license) if it deems it necessary to provide a quality food and beverage operation for the customers of the golf course.

ARTICLE XIV

REMOVAL OF OBJECTIONABLE GOODS AND SERVICES

14.1 Within a reasonable time period following receipt of written notification, WNMU shall remove or withdraw from sale on the Premises any goods or services which reasonably may be found objectionable to the public welfare by the Town Manager.

ARTICLE XV

TRADE FIXTURES

15.1 WNMU shall, at its own expense, provide and install all appliances and fixtures that WNMU determines are necessary for the operation of the Premises, and such appliances shall remain the property of WNMU upon termination of this Lease provided that they are removable without damage to the structure to which they are affixed.

ARTICLE XVI

LICENSES

16.1 WNMU shall be responsible for maintaining in good standing any liquor or beer dispensing permits for the Golf Course. The license will be in the Town's name with a user license provided to WNMU.

ARTICLE XVII

JUNIOR GOLF PROGRAM

17.1 WNMU shall promote a Junior Golf Program by providing group lessons, range balls, general golf instruction, and junior tournaments. The organization and operation of the Junior Golf Program shall be performed at WNMU's sole discretion, and in accordance with the standards of the Sun Country Section of the USGA. Cost to the schools for golf classes and golf team programs will be negotiated between the schools and WNMU, and be submitted to the Town Manager for approval.

ARTICLE XVIII

PRO SHOP INVENTORY

18.1 WNMU shall display and maintain a pro shop inventory reasonably comparable to other eighteen-hole golf courses in New Mexico. The inventory shall include golfing equipment, supplies, and apparel which shall be offered for sale to the public, and in particular, to patrons of the Golf Course, at prices reasonably comparable to prices being paid for equipment, supplies, and apparel of like kind and quality in other public golf courses in the area. All revenues derived therefrom shall be the property of WNMU.

ARTICLE XIX

CONTROL OF PLAY

19.1 WNMU, at its cost, shall furnish such personnel as WNMU reasonably deems to be required to marshal the play of golfers without substantial delay.

ARTICLE XX

GOLF INSTRUCTION

20.1 Golf shall be taught only by qualified instructors approved by WNMU and under such terms as deemed reasonable by WNMU.

ARTICLE XXI

EQUIPMENT TO BE PROVIDED

21.1 WNMU shall provide a fleet of golf cars, golf carts (push carts), rental clubs, golf scorecards and all materials, supplies, and equipment including, but not limited to, golf pencils and daily starting sheets required for WNMU's performance of its obligations hereunder.

ARTICLE XXII

EASEMENTS AND RIGHTS-OF-WAY

22.1 Easement Rights. The Town reserves the right to establish, grant, or utilize easements or rights-of-way over, under, along, and across the premises provided the Town shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder.

22.2 Right-of-Way of Record. WNMU acknowledges notice of the following right-of-way of record on the Premises, and agrees to honor such: A Right-of-Way across the Premises in favor of the balance (Outside of the Premises) of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Eighteen (18S) South, Range Fourteen (14W) West, being a 18.473 acre tract in the Northeast Corner thereof.

ARTICLE XXIII

TOURNAMENTS

23.1 The Town and WNMU each acknowledge that tournaments are to be held at the Golf Course and each party agrees to encourage such tournaments. WNMU agrees to accommodate and to favorably consider suggestions from the Town and the Golf Club Association for additional events intended to accommodate the public, increase golf play at the

Golf Course, and otherwise mutually benefit the parties hereto. WNMU shall schedule reserved starting times for tournaments in accordance with WNMU's established procedures, with as little disruption as possible of high volume times for play by local residents.

ARTICLE XXIV

GOLF CARS AND GOLF CARTS

24.1 WNMU shall provide, at its sole cost and expense, what it reasonably determines to be a sufficient number of power-driven golf cars and manually-operated golf carts to reasonably meet the public demand therefore at the Premises. All golf cars shall be maintained in top operating condition and in a top-notch and clean appearance. All privately owned golf cars must be maintained in a safe and presentable condition, as judged by WNMU. WNMU will provide the owner of each privately owned golf car a yearly contract which outlines the use and operation (including who is entitled to ride in the car for the paid annual fee) to the owner at the yearly renewal date. WNMU shall furnish each user of a golf car and golf cart rental with a written disclaimer of liability including a provision that the user is assuming the risk of any injury or damage incurred through operation thereof.

ARTICLE XXV

PROMOTION

25.1 WNMU shall actively promote the Golf Course, and so long as it is operating the Premises, WNMU is granted a license to use the name of the Town of Silver City for public relations purposes in order to further such promotion.

ARTICLE XXVI

SURRENDER OF PREMISES

26.1 Surrender. Upon the expiration or sooner termination of this Lease, WNMU covenants to peaceably yield up and surrender the Premises, including all improvements constructed by WNMU thereon, in conformity with the provisions of this Lease. The Premises and improvements are to be surrendered in good order, repair, and condition with reasonable wear and tear excepted.

26.2 Failure to Surrender. If WNMU fails to surrender the Premises at the expiration or sooner termination of this Lease in accordance with the terms hereof, WNMU shall indemnify, defend, and hold the Town and its representatives harmless from all costs and damages incurred and liabilities resulting from the delay or failure to surrender, including without limitation, claims made by any succeeding tenant or purchaser of the Premises, founded on or resulting from WNMU's failure to surrender.

26.3 Additional Instruments. Upon written request by the Town, WNMU shall, upon the expiration or earlier termination of this Lease, execute, acknowledge, and

deliver to the Town such instruments of further assurance as, in the opinion of the Town, are necessary or desirable to confirm or perfect the Town's right, title, and interest in and to the Premises free and clear of any claim by WNMU.

ARTICLE XXVII

NONDISCRIMINATION

27.1 No Discrimination in Use of Premises. WNMU, for itself, its successors and assigns, and all persons claiming under or through it, covenants that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, age, or ancestry in the operation, subleasing, transferring, occupancy, tenure, or enjoyment of the Premises in violation of applicable law; nor shall WNMU or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, licensees, employees, or vendees in the Premises or the improvements in violation of applicable law. WNMU further covenants to comply with all state and federal nondiscrimination laws now or hereafter in effect. The foregoing covenants shall run with the land.

ARTICLE XXVIII

ASSIGNMENT OF LEASE

28.1 Assignment. Except as specifically provided in this Lease, WNMU shall not assign, transfer, encumber or in any way dispose of this Lease or WNMU's interest in the Premises, or any interest therein or rights hereunder, or any part thereof, whether voluntarily or involuntarily, except to an affiliate completely owned and controlled by WNMU, without the prior written consent of the Town, which shall not be unreasonably withheld. Except as specifically provided herein, this Lease shall not, nor shall any interest therein, be assignable, or otherwise transferable by operation of law, irrespective of the manner thereof, or otherwise, unless specifically authorized in writing by the Town, so that WNMU may secure financing solely for the purpose of operating and maintaining the Golf Course and its improvements for the benefit of its patrons. WNMU agrees that any such assignment shall not in any way relieve WNMU of any obligations or responsibilities deriving from this agreement without the written consent of the Town.

29.1 Liquor License. The Town agrees to lease WNMU its Governmental Liquor License. The terms of the lease shall be carried out in a separate agreement.

ARTICLE XXIX

INDEPENDENT CONTRACTOR

29.1 No Partnership. This Lease is by and between the Town and WNMU, and is not intended and shall not be construed to create the relationship of agent, servant,

employee, partnership, joint venture, or association as between the Town and WNMU.

292 Employees of WNMU. WNMU understands and agrees that all persons furnishing services to the Town pursuant to this Lease are, for purposes of workers' compensation liability, employees solely of WNMU and not of the Town.

293 Workers' Compensation. WNMU shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of WNMU pursuant to this Lease.

ARTICLE XXX

DEFAULT AND TERMINATION

30.1 Material Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by WNMU:

30.1.1. A failure by WNMU to substantially observe and perform any material provision of this Lease to be observed or performed by WNMU. The specification below of certain acts which are a violation of this Lease and which constitute events of default shall not be construed as to limit the generality and enforceability of this Section with respect to the fact that a violation of any provision of this Lease shall constitute an event of default.

30.1.2. The total abandonment or surrender of the Premises by WNMU.

30.1.3. If WNMU shall fail to perform its obligations under Article XXVIII hereof with respect to assignment or transfer of the Lease or any interest therein or any other transfer prohibited therein or if WNMU shall suffer or permit any of the foregoing other than as specifically allowed in this Lease or as specifically approved in writing by the Town.

30.1.4. If WNMU shall knowingly practice discrimination in violation of this Lease.

30.2 Notice of Default. If the Town believes that WNMU is in default under this Lease, as a precondition to pursuing any remedy for an alleged default by WNMU, the Town shall give WNMU written notice in the manner provided herein of such default.

30.3 Opportunity to Cure. If the Town has alleged default, WNMU shall, after notice, promptly and diligently commence curing the default and shall have thirty (30) days after notice is given to complete the cure of said default, provided, however, that, if the nature of said default is such that the same cannot reasonably be cured within said thirty-day period, the Town shall determine what cure period is reasonable and if WNMU proceeds promptly and with due diligence to cure said default and diligently completes said default, said default shall not be deemed to continue.

30.4 Disbursement of Sums by the Town. After expiration of the applicable time for curing a particular default or before the expiration of that time in the event of emergency, the Town may, at the Town's election, make any payment required of WNMU under this Lease or under any note or other document pertaining to the financing of improvements or fixtures on the Premises or perform or comply with any covenant or condition on the Premises or perform or comply with any covenant or condition imposed on WNMU under this Lease or any such note or document. The amount so paid plus reasonable cost of any such performance or compliance plus interest on such sum at the lesser of the then current legal rate or ten percent (10%) per annum from the date of payment, performance, or compliance until the date of repayment by WNMU shall be due and payable by WNMU on the first day of the next calendar month following any such payment, performance, or compliance by the Town. No such act shall constitute a waiver of default or of any remedy for default or shall render the Town liable for any loss or damage resulting from any such act.

30.5 Remedies. If any default by WNMU shall continue uncured following notice of default as required by this Lease for the cure period applicable to the default under the provisions of Section 30.1 above, then, in addition to any other remedies available to the Town at law or in equity the Town, shall have the immediate option to terminate this Lease and all rights of WNMU hereunder by giving written notice of such termination.

30.6 Reentry on Premises. In the event of any such uncured default by WNMU, the Town shall also have the right with or without terminating this Lease, to reenter the Premises and remove all persons and property therefrom by summary proceedings or otherwise. Such property on the Premises may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of WNMU. Notwithstanding any provision of this Lease which may be or appears to be to the contrary in the event of any such uncured default, the Town may also elect to assume operation of the Premises and retain all of WNMU's fixtures, furniture, equipment, improvements, additions, alterations, and any other personal property on the Premises; and, in that event, and continuing during the length of said uncured default, the Town shall have the right to take the exclusive possession of same and to use the same, rent or charge-free and without liability for damage. The election of one remedy for any one item of property should not foreclose an election of any other remedy for another item or for the same item at a later time.

30.7 Termination. No reentry or taking possession of the Premises by the Town, pursuant to this Section, shall be construed as an election to terminate this Lease unless written notice of such intention is given to WNMU by the Town or unless the termination thereof is decreed by a court of competent jurisdiction. Either party may terminate this with (60) day written notice for any cause.

30.8 Cumulative Remedies. Each right and remedy of the Town provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or the beginning of the exercise by the Town of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Town of

any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

30.9 No Waiver. Failure by the Town to enforce any provision of this Lease with respect to WNMU's default hereunder shall not constitute a waiver of the Town's right to enforce such provision or any other provision with respect to any future default by WNMU. The acceptance of rent by the Town shall not be deemed a waiver of the Town's right to enforce any term or provision hereof. The waiver of any term or condition of this Lease shall not be deemed to be a waiver of any other term or condition hereof or of any subsequent failure of any term or condition hereof.

30.10 Force Majeure. The time within which the parties hereto shall be required to perform any act under this Lease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to an act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, or any other cause similar to the foregoing provided, however, that the payment of rent hereunder shall be abated as provided in this Lease in the event of the damage or destruction of the Premises.

ARTICLE XXXI

MISCELLANEOUS

31.1 Representations and Warranties of WNMU. WNMU covenants, represents, and warrants to the Town, as of the date of execution of this Lease, as follows:

31.1.1. WNMU is duly organized, qualified, and validly existing and in good standing under the laws of New Mexico and is duly qualified to do business and in good standing in New Mexico, and WNMU has all requisite power and authority to own and operate its properties and to carry on its business as now and whenever conducted and to enter into and perform its obligations under this Lease.

31.1.2. All material consents, approvals, and authorizations of all applicable governmental authorities required in connection with the execution, delivery, and performance by WNMU of this Lease have been obtained and delivered to the Town on or before the execution hereof.

31.2 Representations and Warranties of the Town. As material inducements to the respective parties to enter into this Lease and to consummate the transactions contemplated herein, the Town make the following representations and warranties as follows:

31.2.1. The execution, delivery, and performance of this Lease is consistent with the Town's charter and ordinances and has been duly authorized by all necessary action of the Town. All material consents, approvals, and

authorizations of all applicable authorities required in connection with the execution, delivery, and performance by the Town of this Lease have been obtained and delivered to WNMU on or before the execution hereof. The Town has disclosed to WNMU all materially adverse conditions, circumstances, or pending or threatened litigation, governmental action, or other condition which could prevent or materially impair the Town's ability to perform its obligations as provided by the terms of this Lease.

31.2.2. The Town is a duly formed body corporate and political subdivision of the State of New Mexico, governed by the constitution of the State of New Mexico with full power and authority to enter into this Lease.

31.2.3. This Lease has been duly executed and delivered by the Town and constitutes a valid and binding obligation of the Town, enforceable in accordance with its terms.

31.2.4 The Town has good and indefeasible title to the Premises, free and clear of all liens, claims and encumbrances of any nature.

31.2.5 There is no fact or condition which would result in the termination of the current access to the Premises from existing roads or to sewer and other utility services, and the Town represents that the Premises enjoy access and service for sewers and all utilities (including, but not limited to, water, sewer, electricity and telephone facilities) available to the Premises in sufficient quantities necessary to service the Premises for use as contemplated herein.

31.2.6. There are no existing or pending actions, suits, litigation, claims, proceedings or governmental investigations with respect to any aspect of any of the Premises, nor, to the knowledge of the Town, have any such actions, suits, litigation, claims, proceedings or governmental investigations been threatened or asserted.

31.2.7. Documentation. If necessary to carry out the intent of this Lease, the Town agrees to execute and provide to WNMU, on or after the effective date hereof, any and all other instruments, documents, conveyances, assignments and agreements which WNMU may reasonably request in connection with the operation of the Premises, including, but not limited to, an assignment of the Town's contractual rights to all equipment and any licenses or permits.

31.2.8. Noninterference. If WNMU shall keep and perform its covenants, conditions and obligations hereunder, the Town covenants and agrees that the Town will not, other than as permitted by this Lease, interfere in any manner with WNMU's operation, possession and management of the Premises, except in circumstances of public emergency, or where the public health or welfare is endangered.

31.2.9. Permits. All permits and licenses necessary for the operation and occupancy of the Premises, including, but not limited to, all building and use permits, have been obtained for all operations of the Premises, and no notice to revoke, suspend or terminate same has been received by the Town. The Town shall cooperate fully with WNMU as necessary to enable WNMU, at WNMU's cost, unless otherwise specified herein, to procure and/or transfer and maintain all licenses, permits or authorizations necessary for the operation of the Premises.

31.2.10. Contracts. There are no known outstanding contracts, commitments, leases or agreements of any nature to which the Premises is or may become subject. The Town further agrees not to enter into any contracts, commitments, leases or agreements after the date hereof to which the Premises may be or become subject without the prior express written approval of WNMU.

31.2.11. Asbestos. The Town has no knowledge of any friable asbestos or any substance containing asbestos deemed hazardous by federal or state regulations on the Premises.

31.3 Survival of Representations and Warranties. The representations and Warranties set out in herein this Lease shall survive the Effective Date, shall remain in full force and effect, and shall accrue to the benefit of WNMU and the Town and their respective successors and assigns.

31.4 Conform to all Environmental Requirements. To the best of the Town's knowledge, there is no hazardous substance or solid waste on the premises, nor are there any violations of, or any existing, pending, or threatened investigations or inquiries by any governmental authority pursuant to, or any remedial obligations required under any applicable laws pertaining to health or the environment. If it is determined by federal, state, or local agencies having jurisdiction over the Premises that remedial actions must be taken to protect the health and well-being of citizens, and such circumstances are outside of the control and without the fault or negligence of WNMU, then the Town will pay the costs of such remedial action.

31.5 Notices. Any notice provided for herein shall be given by registered or certified first-class United States mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Town:

Town Manager
The Town of Silver City
P.O. Box 1188
Silver City, New Mexico 88062

With a Copy to: Robert L. Scavron, Esq.
P.O. Box 2671
Silver City, NM 88062

And if to WNMU: President
Western New Mexico University
P.O. Box 680
Silver City, NM 88062

With a Copy to: Kent Beatty
Director of Golf Operations
Western New Mexico University
PO Box 680
Silver City, NM 88062

Any such notices shall be deemed given when deposited in the mail as required herein and shall be deemed received forty-eight (48) hours after being deposited as required herein. The person and the place to which notices are to be mailed may be changed by either party by notice to the other in the manner required herein.

31.6 Attorney Fees. If either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Lease as a consequence of any breach by the other party of its obligations under this Lease, the prevailing party in such action or proceeding shall be entitled to have its reasonable attorney fees and out-of-pocket expenditures paid by the losing party. All such fees shall be deemed to have accrued upon the Effective Date of such action.

31.7 Descriptive Headings. The headings used in the Lease are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

31.8 Binding Effect. All rights and obligations of the parties under this Lease shall bind and insure to benefit of their respective heirs, successors, and assigns; provided, however, that nothing in this Section shall limit the provisions of this Lease.

31.9 Amendment & Modification. This Lease cannot be orally amended or modified. Any modification or amendment hereof must be in writing and must be signed by the individuals authorized to bind the parties to this lease at the time of the amendment or modification.

31.10 Recording. This Lease shall not be placed of record. The parties, however, agree to execute and record a memorandum of this Lease in a form acceptable to both parties following the execution and deliver of this Lease.

31.11 Interpretation. Whenever the context of this Lease so requires, the masculine gender includes the feminine or neutral, the singular number includes the plural, and vice versa.

31.12 Governing Law & Severability. The interpretation and enforcement of this Lease shall be governed by the laws of the State of New Mexico. If any provision of this Lease is determined to be prohibited by law, or otherwise held invalid, such determination shall not invalidate or otherwise render ineffective any or all of the remaining provisions of the Lease.

31.13 Appendixes. All appendixes referred to in this Lease are attached hereto and incorporated herein by reference.

31.14 Waiver of Subrogation. The Town and WNMU hereby release the other party from any and all liability responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to person or property whether caused by fire or any other casualty so long as said loss or damage is covered by insurance, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

31.15 Covenants/Conditions. All provisions hereof expressed as either covenants or conditions on the part of WNMU or the Town to be performed or observed shall be deemed to be both covenants and conditions.

31.16 Time. Time is of the essence for each provision of this Lease.

31.17 Quiet Enjoyment. The Town, for itself, its successors and assigns, agrees that upon the payment of the rent herein reserved and upon the due performance and observance by WNMU of the terms, covenants and conditions contained herein, WNMU shall, and may, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the premises.

31.18 Non-Appropriation. In accordance with the New Mexico Constitution, including Article IX, Section 11, if the performance of any of WNMU's obligations under this Agreement, whether conditional or unconditional, requires the expenditure of funds, then those obligations and WNMU's obligation to perform those obligations are contingent upon sufficient appropriations and authorizations for the expenditure of funds being made by the New Mexico Legislature for the performance of those obligations by WNMU.

///

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

For and On Behalf of
THE TOWN OF SILVER CITY
A New Mexico municipal corporation

For and On Behalf of
WESTERN NEW MEXICO UNIVERSITY
A New Mexico Educational Institution

STATE OF NEW MEXICO)
) ss.
COUNTY OF GRANT)

SUBSCRIBED AND SWORN TO by KEN LADNER, as Mayor of the TOWN OF SILVER CITY, on this ____ day of _____, 2016.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
) ss.
COUNTY OF GRANT)

SUBSCRIBED AND SWORN TO by JOSEPH SHEPARD, as President of Western New Mexico University, on this ____ day of _____, 2016.

Notary Public

My Commission Expires:

Appendix “A”	Legal Description of the Golf Course
Appendix “B”	Personal property to be conveyed to WNMU
Appendix “C”	Fee schedule for Golf Course

Appendix "A"

Only that part of the following described property which is located south of Fairway Drive and Camino Serna commonly known as the Silver City Municipal Golf Course:

That part of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Eighteen (18) South, Range Fourteen (14) West, N.M.P.M., described as follows:

Beginning at the Corner common to Sections 14, 15, 22 and 23, T. 18 S, R. 14 W., N.M.P.M., thence, North along the West boundary line of said Section 14, 2640 feet to the NW Corner of said SW1/4; thence, N. 88° 55' E., along the North boundary line of the SW1/4 of said Section 14, 1523.89 feet; thence S. 5° 05' E., 377.76 feet; thence, S. 49° 51' E., 470.91 feet; thence, N. 89° 29' E., 137.42 feet; thence, S. 4° 40' W., 299.94 feet; thence, N. 68° 41' E., 654.25 feet to a point on the East boundary line of said SW 1/4; thence, South along the East boundary line of said SW1/4, 1879.1 feet to the SE Corner of said SW1/4; thence, S. 88° 55' W., 2640 feet along South boundary line of said Section 14 to the place of beginning; containing 141.527 acres, more or less.

Silver Fairways LLC

Tax Asset Detail

29-Feb-16

Property Description	Date in Service	Tax Cost	Sec 179 Exp Current = C	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciated on	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
1 1994 TORO GREENMASTER	5/15/2001	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00	2000B	7.0
2 1996 BACKLAPPER	5/15/2001	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	2000B	7.0
3 MISC HAND TOOLS	5/15/2001	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	\$0.00	2000B	7.0
4 BENCH GRINDER	5/15/2001	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	2000B	7.0
5 BATTERY CHARGER	5/15/2001	\$150.00	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00	\$0.00	2000B	7.0
6 SMALL EQUIPMENT	5/15/2001	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	2000B	7.0
7 TURF TRUCHSTERW/SPRAYER	5/15/2001	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	2000B	7.0
8 COMPRESSOR	5/15/2001	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	2000B	7.0
9 RANGE PICKER	5/15/2001	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00	2000B	7.0
10 CLUB CAR MAIN W/COOLER	5/15/2001	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	2000B	7.0
11 TORO TOP DRESSER	5/15/2001	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	2000B	7.0
12 PRO SHOP COMP W/POS	5/15/2001	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	2000B	7.0
13 BATTERY BACKUP	5/15/2001	\$150.00	\$0.00	\$0.00	\$150.00	\$0.00	\$150.00	\$0.00	2000B	5.0
14 JACOBSON FAIRWAY MOWER	5/15/2001	\$16,358.23	\$0.00	\$0.00	\$16,358.23	\$0.00	\$16,358.23	\$0.00	2000B	7.0
15 JACOBSON GREENS MOWER	5/15/2001	\$16,871.33	\$0.00	\$0.00	\$16,871.33	\$0.00	\$16,871.33	\$0.00	2000B	7.0
16 ROLLER MACHINE	5/15/2001	\$41,742.58	\$0.00	\$0.00	\$41,742.58	\$0.00	\$41,742.58	\$0.00	2000B	7.0
17 REEL GRINDER	6/6/2001	\$15,025.45	\$0.00	\$0.00	\$15,025.45	\$0.00	\$15,025.45	\$0.00	2000B	7.0
18 KUBOTA TRACTOR	6/26/2001	\$17,551.88	\$0.00	\$0.00	\$17,551.88	\$0.00	\$17,551.88	\$0.00	2000B	5.0
19 COMPUTER	7/6/2001	\$1,623.27	\$0.00	\$0.00	\$1,623.27	\$0.00	\$1,623.27	\$0.00	2000B	5.0
20 TRACTOR BUCKET	8/24/2001	\$5,318.75	\$0.00	\$0.00	\$5,318.75	\$0.00	\$5,318.75	\$0.00	2000B	7.0
21 MAINTENANCE CART (9)	12/7/2001	\$400.00	\$0.00	\$120.00	\$400.00	\$0.00	\$400.00	\$0.00	2000B	5.0
22 RADIOS (2)	8/29/2002	\$595.72	\$0.00	\$0.00	\$595.72	\$0.00	\$595.72	\$0.00	2000B	5.0
23 CUSHMAN CART (2)	10/31/2002	\$18,586.05	\$0.00	\$0.00	\$18,586.05	\$0.00	\$18,586.05	\$0.00	2000B	5.0
24 GREENS MOWER	3/25/2003	\$37,240.00	\$0.00	\$11,172.00	\$37,240.00	\$0.00	\$37,240.00	\$0.00	2000B	7.0
25 COMPUTER	7/1/2003	\$1,578.23	\$0.00	\$0.00	\$1,578.23	\$0.00	\$1,578.23	\$0.00	2000B	5.0
26 ROUGH MOWER 328D	4/21/2005	\$18,297.11	\$0.00	\$0.00	\$18,297.11	\$0.00	\$18,297.11	\$0.00	2000B	5.0
27 WATER PUMP	10/4/2005	\$1,937.50	\$0.00	\$0.00	\$1,937.50	\$0.00	\$1,937.50	\$0.00	2000B	7.0
28 SULPHUR BURNER	5/3/2006	\$13,991.00	\$7,000.00	\$0.00	\$13,991.00	\$0.00	\$13,991.00	\$0.00	2000B	7.0
29 ROUGH MOWER GM4000D	9/8/2006	\$43,845.91	\$43,845.91	\$0.00	\$43,845.91	\$0.00	\$43,845.91	\$0.00	2000B	7.0
30 BALL PICKER	9/21/2006	\$2,295.00	\$0.00	\$0.00	\$2,295.00	\$0.00	\$2,295.00	\$0.00	2000B	7.0
31 GREENS MOWER 3250D	3/9/2007	\$26,508.30	\$0.00	\$0.00	\$26,508.30	\$0.00	\$26,508.30	\$0.00	2000B	7.0
32 NISSAN PICKUP	2/29/2008	\$1,500.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	2000B	5.0
33 MOWERS & AERATORS	5/7/2008	\$153,000.00	\$0.00	\$0.00	\$153,000.00	\$0.00	\$153,000.00	\$0.00	2000B	7.0
34 CORE HARVESTERS	5/19/2009	\$5,372.84	\$0.00	\$0.00	\$5,372.84	\$0.00	\$5,372.84	\$0.00	2000B	7.0
35 GOLF CART	8/12/2009	\$3,223.59	\$0.00	\$0.00	\$3,223.59	\$0.00	\$3,223.59	\$0.00	2000B	5.0
36 AERATOR ATTACHMENT	7/14/2010	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	2000B	7.0
37 GOLF CART Club Car	6/15/2011	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	2000B	5.0
38 25 GOLF CARTS	4/30/2013	\$95,343.53	\$0.00	\$0.00	\$95,343.53	\$0.00	\$95,343.53	\$0.00	2000B	7.0
39 ICE MACHINE & DEEP FRYER	11/15/2014	\$1,100.00	\$0.00	\$0.00	\$1,100.00	\$0.00	\$1,100.00	\$0.00	2000B	7.0
40 JOERRE ROUGH MOWER		\$26,000.00	\$0.00	\$0.00	\$26,000.00	\$928.57	\$8,091.84	\$17,908.16	2000B	7.0
		\$627,456.27	\$72,143.02	\$11,292.00	\$564,354.23	\$23,281.20	\$587,635.43	\$39,820.84		

Pole Saw - Stihl
 Chain Saw - Stihl
 Propane Heater
 John Deere Mower (not running)
 Sand Pro 5020
 Spray Rig
 Cement Mixer
 Mowers
 Club Car - range cart

RMS610
 GM 3250D
 Pro Core 864
 Tyerop QP-450SH
 Aerator 686
 Aerator ?

Appendix "C"

Golf Course Lease Agreement Appendix "C"

The University Course at Scott Park

2017-18 Fee Structure

GREEN FEES	PROPOSED	2016-17	2015-16	NMSU	NMTech	Deming
Mon-Fri (18 or more holes)	\$ 24.00	\$ 23.00	\$ 23.00	\$ 26.00	\$ 25.00	\$ 20.00
Mon-Fri Senior/Military (18 or more holes)	\$ 20.00	\$ 19.00	\$ 19.00	N/A	\$ 20.00	N/A
Weekend/Holiday (18 or more holes)	\$ 30.00	\$ 28.00	\$ 23.00	\$ 32.50	\$ 30.00	\$ 25.00
9 Holes (Regular/Senior/Military)	\$ 14.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 12.00
Fulltime WNMU Student (9 or more holes)	FREE	FREE	N/A	\$ 13.00	\$ 6.00	N/A
WNMU Employee	\$ 10.00	\$ 10.00	N/A	\$ 23.50	N/A	N/A
Junior (18 & under -- after 1pm)	\$ 5.00	\$ 5.00	\$ 3.00	\$ 13.00	\$ 6.00	\$ 5.00
Twilight (3pm)	\$ 17.00	\$ 16.00	\$ 16.00	\$ 17.25	\$35 w/cart	\$ 15.00
Super Twilight (5pm)	\$ 11.00	\$ 10.00	\$ 10.00	N/A	\$25 w/cart	\$ 10.00
Punch Card (10 rounds/pay for 8)	Varies	Varies	Varies	N/A	N/A	N/A
MEMBERSHIP FEES						
Annual Pass (May-April)	\$ 1,400.00	\$ 1,300.00	\$ 1,265.00	\$ 1,625.00	\$ 888.00	\$ 1,560.00
Annual Pass (Senior/Military)	\$ 1,260.00	\$ 1,170.00	\$ 1,180.00	N/A	N/A	N/A
Annual Pass (WNMU Employee)	\$ 750.00	\$ 750.00	N/A	\$ 1,200.00	\$ 667.00	N/A
Annual Daily (Plus \$7 per round)	\$ 700.00	\$ 650.00	\$ 635.00	N/A	N/A	N/A
Annual Daily Senior/Military (Plus \$7 per round)	\$ 630.00	\$ 585.00	\$ 550.00	N/A	N/A	N/A
Seasonal Pass (May-Sep or Sep-Apr)	\$ 700.00	\$ 700.00	\$ 650.00	\$ 650/quarter	N/A	N/A
WNMU Employee Seasonal Pass	\$ 500.00	\$ 600.00	N/A	\$ 480/quarter	N/A	N/A
Monthly Pass	\$ 250.00	\$ 250.00	N/A	\$ 250.00	N/A	N/A
*Family Pass (Spouse/Kids under 22)	\$ 1,900.00	\$ 1,900.00	+ \$685 pp	+ \$650pp	\$ 1,401.00	included
CART FEES						
18 Holes (per rider)	\$ 14.00	\$ 13.00	\$ 12.00	\$ 14.00	\$ 18.00	\$ 13.00
9 Holes (per rider)	\$ 9.00	\$ 8.00	\$ 8.00	\$ 7.00	\$ 9.00	\$ 10.00
Replay (9 or 18)	\$ 5.00	\$ 5.00	\$ 12.00	\$ 14.00	\$ 9.00	\$ 10.00
*Trail Fee (Includes Spouse and kids under 21 ONLY)	\$ 650.00	\$ 625.00	\$ 525.00	N/A	N/A	\$ 300.00
*FOC Trail Fee (loans cart up to 10x/yr for tournaments)	\$ 575.00	\$ 575.00	\$ 525.00	N/A	N/A	\$ 300.00
Additional rider for Trail Fee Customers (not spouse or kids under 21)	\$ 5.00	\$ 5.00	FREE	N/A	N/A	N/A
Unlimited Cart Pass (Jan-Dec)	\$ 1,000.00	\$ 1,000.00	N/A	\$ 1,850.00	N/A	N/A
Unlimited Cart Pass Family Member (Jan-Dec)	\$ 500.00	\$ 500.00	N/A	\$ 880.00	N/A	N/A
Unlimited Cart Pass Seasonal Pass (May-Aug or Sep-Apr)	\$ 750.00	\$ 750.00	N/A	\$ 645.00	N/A	N/A
Unlimited Cart Season Pass Family Member	\$ 375.00	\$ 375.00	N/A	\$ 322.50	N/A	N/A
Unlimited Cart Monthly Pass	\$ 200.00	\$ 200.00	N/A	\$ 280.00	N/A	N/A
Unlimited Cart Monthly Pass Family Member	\$ 100.00	\$ 100.00	N/A	\$ 125.00	N/A	\$ 150.00
Punch Card (10 rounds/pay for 8)	\$ 130.00	\$ 130.00	N/A	N/A	N/A	N/A
Cart Repair (labor per hour + parts)	\$ 50.00	\$ 50.00	\$ 50.00	N/A	N/A	N/A
OTHER FEES						
Driving Range Token	\$ 4.00	\$ 3.00	\$ 3.00	\$3	\$ 3.00	\$ 2.00
Range Card (12 tokens/pay for 10)	\$ 40.00	\$ 30.00	N/A	N/A	N/A	\$ 12.00
18 Hole Rental Club Package (includes balls & tees)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 15.00	N/A	\$ 8.00
9 Hole Rental Club Package (includes balls & tees)	\$ 15.00	\$ 15.00	\$ 25.00	\$ 10.00	N/A	N/A
Yearly access to WNMU Practice Facility (plus range balls)	\$ 300.00	\$ 300.00	\$ 300.00	\$ 1,000.00	N/A	N/A
Shed Space Rental	\$ 100.00	\$ 100.00	\$ 100.00	N/A	N/A	N/A
Shed Space Rental (w/electric)	\$ 150.00	\$ 150.00	\$ 150.00	N/A	N/A	N/A

* Qualifies for \$25 discount if paid in cash/check net 30 from date due

APPENDIX B

Western New Mexico University will maintain and operate the Town of Silver City Governmental Liquor License in accordance with state law. The License will be used to serve alcohol in the Club House as well as on the Golf Course. The Town of Silver City will compensate WNMU for the operation of the Liquor license a sum equal to \$1,000 per month.

GOVERNMENTAL LIQUOR LICENSE LEASE AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____, 20_____, by and between TOWN OF SILVER CITY (Lessor) and Western New Mexico University, (Lessee), wherein the parties agree as follows:

1. **LIQUOR LICENSE:** Lessor hereby leases to Lessee the Governmental Liquor License #9028 pursuant to the laws of the State of New Mexico.
2. **TERM:** The lease term shall be pursuant to the terms of the Lease between the Town of Silver City, New Mexico and Western New Mexico University, Silver City, effective the _____ day of _____, 20_____.
3. **RENTAL:** The rental during the term of this lease shall be \$1,000 per month.
4. This agreement shall be binding upon the heirs, executors, and assigns of the parties.

WITNESS THE HANDS of the parties on the day and year first hereinbefore written.

Alex C. Brown, Town Manager

State of New Mexico)
) ss:
County of Grant)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2016
by Alex C. Brown.

Notary Public

My commission expires:

Ordinance No. 1252 Appendix "B"

Joseph Shepard, President

State of New Mexico)
) ss:
County of Grant)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2016
by Joseph Shepard.

Notary Public

My commission expires: