

**SANTA FE COUNTY
LEASE AGREEMENT WITH
EDWARD WEBB**

This Lease Agreement is made and entered into this 29th day of October 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico herein referred to as the "County" or "Lessor," and **Edward Webb** herein referred to as the "Lessee".

WHEREAS, the County owns property at #2 Agua Fria Park Road, Santa Fe, New Mexico (the "Property");

WHEREAS, the County desires to have a full-time resident at the Property to provide caretaking duties described herein;

WHEREAS, the County is willing to allow Lessee to use the Property in exchange for Lessee's location of a mobile or manufactured home upon the Property, Lessee's full time occupation of the home and Lessee's provision of in kind caretaking services;

WHEREAS, the Lessee is willing to reside on the Property and perform the required caretaking duties under the terms of this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and Lessee agree as follows:

1. **Lease of Premises**

The County agrees to allow Lessee to park one manufactured or mobile home ("Home") on a portion of the Property designated by the County ("Premises") in accordance with the conditions set forth in this Agreement.

2. **Use of Premises and Property**

- A. Lessee's residential occupancy of the Home and Premises is limited to Lessee and Lessee's family, which includes Lessee's spouse or significant other, and any related children;
- B. Lessee may not keep animals of any kind in the Home or on the Premises without the prior written consent of the County;
- C. The Premises shall be used by the Lessee solely for residential, single family use by placement of the Home on the Premises. Lessee acknowledges and agrees that the County reserves the right to use the non-Premises portion of the Property in any lawful manner, including for, but not limited to, such uses as the County, in its sole discretion, deems appropriate;

- D. The Lessee agrees to pay residential utilities resulting from Lessee's occupation of the Home on the Premises.

3. **Lease Term**

This Lease shall, upon due execution by all parties, become effective on the date written above. The term of this Lease shall be four (4) years from October 31, 2013 to October 31, 2017, unless earlier terminated pursuant to Section 7 (Termination) of this Lease.

4. **Obligations of Lessee**

In consideration for the County allowing Lessee the residential use of the Premises for the Home without the payment of rent, the Lessee agrees to perform the following obligations:

- A. The costs of installation of the Home shall be the solely the responsibility of the Lessee. The Home shall be installed only on the location designated by the County (the Premises), in a manner that meets or exceeds all applicable federal, state and local codes. Within five (5) days of the installation of the Home, the Lessee shall furnish the County proof, acceptable to the County, that the utility hookups and foundation work for the Home comply with all applicable codes;
- B. Within five (5) days of installation of the Home, Lessee shall furnish the County written notification of the Vehicle Identification Number and the name and address of any entity having a secure interest in the Home;
- C. Lessee shall not make alterations, attach fixtures, erect additions, structures or signs on the Premises or Property without the prior written approval from the County, including any alterations or additions necessary for the installation of the Home. All improvements and alterations shall be completed to the satisfaction of the County and shall, at the termination of this Lease, become the property of the County; provided, however, that the County may, in its sole discretion, require the Lessee, at the Lessee's sole expense, to remove any such improvements or alterations and return the Premises to the condition the Premises were in at the time the Lessee entered into the original Lease Agreement or the most recent date of the County's written approval of any alternations or additions to the Premises, whichever is later;
- D. Lessee shall maintain homeowners insurance in the amount of \$1,000,000 for personal liability and \$1,000,000 for property damage coverage and shall name Santa Fe County as an additional insured and shall prohibit the insurance company from terminating the policy without first providing the County with written notice of the termination ten (10) days in advance of said termination at the address set forth in Section 11 (Notice). Prior to

occupying the Home on the Premises, Lessee shall provide a copy of said insurance policy to the County;

- E. Lessee shall keep the Premises and Property, including any established trails, paths and roadways, free of debris, weeds, trash and other litter;
- F. Lessee shall neither cause nor permit any hazardous material to be bought upon, kept or used in the Home, Premises or Property. As used herein, "hazardous materials" means a substance the release of which could necessitate an environmental response action under any federal, state, County or municipal law, whether now in effect or enacted in the future;
- G. Lessee shall not create or allow a nuisance to exist at the Home or on the Premises or Property;
- H. Lessee shall make detailed periodic inspections of the Property, including all structures, grounds and equipment. Lessee shall submit a monthly inspection report with the County describing the condition of the Property.
- I. Lessee shall report to the County any incidents of damage or vandalism on or involving the Premises or the Property as soon as possible, but in no event shall any incident be reported more than twenty-four (24) hours after the time the incident occurs or is discovered. Lessee shall not act as a security guard, law enforcement officer or in any other manner that may endanger the safety of the Lessee;
- J. Neither the Lessee nor any member of Lessee's family shall acquire an ownership interest in the Premises or Property by reason of the Lessee's or Lessee's family's use of the Premises or Property;
- K. Lessee shall be liable for and shall reimburse the County for any damage to the Premises or Property beyond normal wear and tear;
- L. Lessee acknowledges and agrees that, in the event Lessee fails to perform any of its obligations hereunder, the County shall have the right, but not the duty, to perform such obligations, in which event Lessee shall be responsible for reimbursing the County for the cost of performing Lessee's obligations. The County has the right to enter the Premises at reasonable hours (or in an emergency, at any hour) to inspect, clean or repair the Premises as the County deems necessary;
- M. Lessee agrees to pay all other costs that are not covered under this Lease that result from Lessee's occupation of the Home and use of the Premises.

5. **Obligations of the County**

In consideration for the Lessee's agreement to lease the Premises from the County, the County agrees to the following:

- A. The County reserves the right, upon reasonable notice, at the County's expense, carry out management activities on the Property and construct improvements on the Property as the County in its discretion deems advisable;

- B. Except in an emergency, the County agrees to notify Lessee at least seven (7) days in advance of any work on the Property involving construction vehicles and to use reasonable efforts to minimize activities that might conflict with or interfere with the Lessee's use of the Premises;
- C. The County shall make periodic inspections of the Property and will provide the Lessee with written reports of any such inspections. If necessary, the reports will identify any issues that need to be addressed by the Lessee to comply with this Agreement;
- D. The County shall provide Lessee with access to the Premises over a route or routes of the County's choosing. The County may change the routes that Lessee may use to access the Premises at any time, for any reason, by giving Lessee written notice of such change.

6. **Rent**

In lieu of monetary rent, the Lessee agrees to fulfill its responsibilities and obligations under Section 4 (Obligations of Lessee) of this Lease. Lessee shall be responsible for all utilities, telephone, cable, internet or other fees and costs related to Lessee's occupation and maintenance of the Home.

7. **Termination**

A. Termination for Cause

Either party may terminate this lease based upon any material breach of this Lease by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination. Lessee must vacate the Home within thirty (30) days of receipt of the notice of breach; in such instance, the Lessee must remove the Home from the Premises within sixty (60) days of receipt of the notice of breach. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

B. Termination for Convenience of the County

The County may, in its sole discretion, terminate this Agreement at any time for any reason by giving Lessee advance written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from Lessee's receipt of the notice. Within sixty (60) days from Lessee's receipt of the notice of termination, Lessee must remove Home from the Premises. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage will be the responsibility of the Lessee.

C. Termination for Convenience of the Lessee

The Lessee may terminate this Agreement at any time for any reason by giving the County thirty (30) days advance written notice of termination.

The notice shall specify the effective date of termination, which shall be not less than thirty (30) days from the County's receipt of the notice. Within thirty (30) days from Lessee's delivery of the notice of termination to the County, Lessee must remove the Home from the Premises. If Lessee fails to timely remove the Home, the County will have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

D. County's Liability for Termination of Lease

In no event shall the County be liable to Lessee for any damages allegedly suffered by Lessee as a result of the County's termination of this Lease. If Lessee fails to remove the Home at the termination of this Lease, the County may have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

8. Surrender Upon Termination

At the expiration of the term of this Lease or upon termination pursuant to Section 7 (Termination) of the Lease, Lessee must remove the Home from the Premises and surrender the Premises to the County in as good a condition as the Property and Premises were in at the time the Lessee entered into the original Lease Agreement, or the most recent date of the County's written approval of any alternations or additions to the Premises, whichever is later, reasonable use and wear excepted. If Lessee fails to remove the Home at the termination of this Lease, the County may have the Home removed and such costs of removal and storage of the Home will be the responsibility of the Lessee.

9. Exculpatory Clause: Indemnity

The County shall not be liable for, and the Lessee agrees to indemnify and hold the County and its Elected Officials, agents, and employees harmless against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including, but not limited to, court costs and attorney's fees) resulting from or directly or indirectly arising out of Lessee's lease of the Premises, including, but not limited to, any and all claims for injury or damage to persons or property occurring during the term of this Lease either (i) within the Premises or (ii) outside the Premises if due to the Lessee's acts or failures to act or due to the acts of any animals kept at the Premises by the Lessee in violation of the terms of this Lease.

The County shall have the right to approve any counsel retained by Lessee to defend any demand, suit, or cause of action in which the County is named; such approval shall not be unreasonably withheld. Lessee agrees (i) that the County shall have the right to control and participate in the defense of any such demand, suit or cause of action concerning matters that relate to the County; and (ii) that such suit will not be settled without the County's consent, such consent shall not

be unreasonably withheld. If, in the County's judgment, a conflict exists between the interest of the County and Lessee in such demand, suit or cause of action, the County may retain its own counsel, whose fees shall be paid by Lessee. Lessee's obligations under this Section shall not be limited by the provisions of any insurance policy Lessee is required to maintain under this Lease Agreement.

10. **New Mexico Tort Claims Act**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County of its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

11. **Notice**

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To the County: Santa Fe County
P.O. Box 276
Santa Fe, NM 87504

To the Lessee: Edward Webb
#2 Agua Fria Park Road
Santa Fe, NM 87501

12. **Captions**

Any captions to or headings of the paragraph of this Lease are solely for the convenience of the parties, are not part of this Lease and shall not be used for the interpretation or determination of validity of this Lease or any provision hereof.

13. **Severability**

In case any one or more of the provisions contained in this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

14. **Applicable Law**

This Lease shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of New Mexico. The County and Lessee agree

that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the First Judicial District Court of New Mexico, located in Santa Fe County.

15. **No Assignment or Sublet; Abandonment**

A. The Lessee shall not sublet, transfer or assign, in whole or in part, any rights, duties or obligations under this Lease Agreement or in the Premises. The Lessee shall not assign this Lease Agreement or sublet all or any part of the Premises. Any attempted transfer, assignment, or subletting by Lessee shall be null and void.

B. Upon the execution of this Lease Agreement, the Lessee shall provide the name and address of the Lessee's place of employment, a family member or emergency contact, and a "contact person" as that term is defined at § 47-8-34.2 NMSA 1978, of the Uniform Owner-Resident Relations Act.

C. Lessee shall provide no less than fifteen (15) days written notice to the Lessor of Lessee's absence from the Home for one full rental period or a period in excess of seven (7) consecutive days, whichever is less. If Lessee fails to notify the Lessor as provided herein, Lessor may consider the Home and Premises abandoned and pursue any remedy available under the Uniform Owner-Resident Relations Act, § 47-8-1 et seq., NMSA 1978.

16. **No Waiver**

No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

17. **Amendment**

This Lease shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

18. **Force Majeure**

The County shall have no liability to the Lessee, nor shall the Lessee have any claim for constructive eviction, because of the County's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond the County's reasonable control, including without limitation, strikes or other labor difficulties, war, riot, civil insurrection, accidents, acts of God and government preemption in connection with a national emergency.

Addendum to Lease Agreement

Name and address of Lessee's place of employment:

SANTA FE COUNTY

Name and address of Lessee's family member or emergency

contact: ANASTASZA MARTIN #2 AGUA FRIA PARK
928-242-0926

Name and address of Lessee's "contact person:"

ANASTASZA MARTIN #2 AGUA FRIA PARK
928-242-0926

The Uniform Owner-Resident Relations Act, § 47-8-34.2 NMSA 1978 defines "contact person" as the person designated by the resident in writing as the person to contact and release property to in the event of the resident's death.

