

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 679

**AN ORDINANCE AUTHORIZING THE COUNTY MANAGER OR DESIGNEE
TO EXECUTE LEASE AGREEMENTS FOR RESIDENCES LOCATED
AT THE LOS ALAMOS COUNTY GOLF COURSE**

WHEREAS, the Incorporated County of Los Alamos ("County") operates the Los Alamos County Golf Course ("Golf Course"); and

WHEREAS, Section 3-54-1, N.M.S.A. (1978) provides that a municipality may lease any municipal facility or real property of any value normally leased in the regular operations of the municipal facility or real property; and

WHEREAS, County owns residential property located at 71 San Ildefonso Road, Los Alamos, New Mexico 87544, and 91 San Ildefonso Road, Los Alamos, New Mexico 87544; and

WHEREAS, County has normally made this residential property available for lease to eligible County Golf Course employees; and

WHEREAS, County, as owner, desires to continue provided residential leases to eligible County Golf Course employees; and

WHEREAS, Section 203 of the Los Alamos County Charter provides that any lease or authorization to lease real property owned by the County shall be by ordinance; and

WHEREAS, the County Council desires to authorize the County Manager, or designee, to execute lease agreements to eligible County Golf Course employees for residences located at the Golf Course, as identified by address above, on reasonable terms substantially in form attached hereto as Exhibit No. 1, which may be modified based upon the then fair market rental rate.

NOW, THEREFORE, BE IT ORDAINED that:

SECTION 1. Finding. County is authorized to lease real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

SECTION 2. Authorization to Lease the Premises; Execution of Lease by Authorized Officers. The County Manager, or designee, is hereby authorized to execute lease agreements to eligible County Golf Course employees for residences located at the Golf Course, as identified by address above.

SECTION 3. Effective Date. This ordinance shall become effective thirty (30) days after publication of notice of its adoption.

ADOPTED this 13th day of February, 2018.

**COUNCIL OF THE INCORPORATED COUNTY
OF LOS ALAMOS**

David Izraelevitz, Council Chair

ATTEST: (Seal)

Naomi D. Maestas, County Clerk



LSE_____

**INCORPORATED COUNTY OF LOS ALAMOS
LEASE AGREEMENT**

This **LEASE AGREEMENT** (this "Agreement") is made and entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("Lessor") and _____ ("Lessee"), to be effective for all purposes _____.

WHEREAS, this lease is entered into pursuant to the authority granted by Section 3-54-1, NMSA 1978.

NOW, THEREFORE, In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the leased premises ("Premises"), being 91 San Ildefonso in Los Alamos, New Mexico.

1. **Term.** The term of this Agreement shall be for a period of twelve (12) months commencing on _____ and ending on _____. Lessor may, in its sole discretion, terminate this Agreement upon ninety (90) days prior written notice to Lessee and shall incur no exposure or liability, of any kind, to Lessee for such termination.
2. **Rent.** The total rental for the term of this Agreement is NINE THOUSAND AND NO 00/100 DOLLARS (\$9,000.00). Lessee agrees to pay rent in equal monthly installments of SEVEN HUNDRED FIFTY AND NO 00/100 DOLLARS (\$750.00) each, payable in advance on the first (1st) day of each month to Lessor at the address set forth below in the Paragraph entitled "Notice". The rent for the first month is payable in advance prior to occupancy of the Premises and any rent for a partial month due under the terms of this Agreement shall be prorated accordingly. In the event that a monthly rental payment, or any portion thereof, is more than five (5) days past due, a late penalty of FIVE AND NO 00/100 DOLLARS (\$5.00) will be due on the sixth (6th) day of the month, plus FIVE AND NO 00/100 DOLLARS (\$5.00) for every day thereafter until the day of receipt. A late penalty must be paid at the time a delinquent rent payment is made in order to avoid default. As further consideration and additional rent for this Agreement, Lessee agrees to mow and maintain the Premises, as well as to mow and keep weeds and tree branches trimmed and in compliance with County Ordinances, Sections 18-41 through 18-44.
3. **Use of Premises.** The use of the Premises requires that the Lessee be a Los Alamos County employee with first preference going to full time Golf Course employees. The Premises are to be used only as a residence. Lessee will restrict his use to such purpose and agrees not to use or permit the use of the Premises for any other purpose. Lessor retains the right of access to the Premises to tear down and remove other buildings or improve the Premises. The Premises are not to be used by any person other than Lessee nor shall anyone else store personal property on the Premises. Lessee agrees not to store any non-working vehicles on the property. Lessee agrees further not to board or breed livestock or personal pets on the Premises. Lessee further agrees that the Premises or any part thereof shall not be used for: (a) Conduct of any offensive, noisy, or dangerous activity, including the violation of any local, state, or federal environmental laws; (b) Creation or maintenance of a public nuisance; (c) Anything which is illegal or against public regulations or rules of any public

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authority at any time applicable to the Premises; or (d) Any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of the owners or Lessees of adjoining property. Lessee further agrees to be responsible for all costs and liabilities associated with clean-up of any hazardous substance which is used or stored on the Premises in violation of this Agreement. Lessee further agrees to indemnify and hold harmless Lessor on account of any such violation of local, state, or federal environmental laws.

4. Taxes. Lessee shall pay all county, municipal, and school district or other taxes assessed and levied against all personal property stored, kept or maintained on the Premises. Failure to pay such taxes when due shall constitute an event of default hereunder.
5. Utility Charges. Gas, water, electricity, and sewer utility charges in connection with the Lessee's use of the Premises are to be paid by Lessor.
6. Indemnity Agreement. Lessee agrees to indemnify and hold harmless Lessor and the property of Lessor, including the Premises, from any and all liability for injury to or death of any person, including Lessee and employees of Lessee, or for damage to property arising from the use and occupancy of the Premises by Lessee or from the act or omission of any person or persons, in or about the Premises with the express or implied consent of Lessee.
7. Condition of Premises. Lessee stipulates that he has examined the Premises and that all buildings belonging to Lessor located thereon are, at the date of this Agreement, in good order, repair, and a safe and clean condition so as not to materially affect the physical health or safety of an ordinary tenant and are suitable for Lessee's purposes.
8. Maintenance Responsibilities of Lessee and Lessor. As stated above in Paragraph 2, Lessee shall have the responsibility of maintaining the Premises, including the yard and open areas, as well as any buildings. All goods and personal property of any kind in or upon the Premises shall be the sole responsibility of the Lessee and in no event shall Lessor be liable for any loss or damage of said goods or property for any reason whatsoever. Lessee shall be solely responsible for all repairs and solely liable for damages resulting from any happenings on the Premises including, but not limited to, any damages or injury that may be sustained by Lessee or any other person as a consequence of a failure, breakage, leakage, or obstruction of the water or wastewater pipes, or the electrical, gas or oil systems; or by reason of the weather or elements; or resulting from carelessness, negligence or improper conduct on the part of Lessee; or attributable to any interference with, interruption of, or failure beyond the control of the Lessor or any services to be furnished or supplied by Lessor.
9. Insurance. Lessee is hereby notified that Lessor's insurance does not insure Lessee against loss of property situated on the Premises due to fire, theft, vandalism or other causes. Lessee is responsible for insurance of Lessee's own property, including personal property for fire and casualty loss and for liability insurance coverage insuring both Lessee and Lessor. Proof of said insurance coverage with limits of coverage acceptable to Lessor must be presented to Lessor.
10. Improvements on the Leased Premises. All alterations, changes, and improvements built, constructed, or placed on the Premises by Lessee after the date of this Agreement shall be, unless otherwise provided for elsewhere in this Agreement, the property of the Lessor at the expiration or sooner termination of this Agreement. Nothing herein shall authorize Lessee

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to make or place any such alterations, changes, or improvements on the Premises without having first obtained the written consent of Lessor and said consent shall be necessary.

11. Assignment and Subletting. Lessee shall not assign this Agreement nor sublet the Premises or any interest therein. An assignment or subletting by operation of law shall be void, and shall, at the option of Lessor, terminate this Agreement.
12. Default by Lessee. Should Lessee be in default in the payment of any sums payable under this Agreement or in the performance of any other provisions of this Agreement, and should said default exist on the fifteenth (15th) day following written notice of said default from Lessor, then this Agreement shall be automatically terminated without further notice from Lessor. Lessor may regain possession of the Leased Premises in the manner provided by the laws of the State of New Mexico in effect on the date of such default and shall be entitled to pursue all legal remedies available to enforce the terms of this Agreement and collect any damages resulting from Lessee's breach of this Agreement.
13. Subordination of Lease. This Agreement and Lessee's leasehold interest under this Agreement are and shall be subject, subordinate, and inferior to any lien or encumbrance now or hereafter placed on the Premises by Lessor, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extension of such liens or encumbrances.
14. Rights of Inspection. Lessor and its agents have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting the property, all buildings and improvements thereon. Lessor shall give Lessee at least twenty-four (24) hours advance notice unless the entry is considered an emergency by Lessor.
15. Holdover by Lessee. Should Lessee remain in possession of the Premises after the expiration of this Agreement, a new tenancy from month to month shall be created between Lessor and Lessee which shall be terminable by ten (10) days' written notice served by either Lessor or Lessee on the other party to this Agreement.
16. Notice. Any and all notices or other communication required or permitted by this Agreement to be served on or given to either party to this Agreement by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to Lessee at the address set forth above or to the Golf Course Manager, on behalf of Lessor at 4250 Diamond Drive, Los Alamos, New Mexico 87544. Either party hereto may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.
17. Waiver of Breach. The waiver by Lessor of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement.
18. Time of essence. Time is expressly declared to be of the essence of this Agreement.
19. Binding of heirs and Assigns. Subject to the provisions of this Agreement prohibiting assignment of the Lessee's interest hereunder, all provisions of this Agreement shall extend to and bind, or inure to the benefit of the party's heirs, executors, successors, and assigns.

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20. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
21. New Mexico Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of New Mexico, and all obligations of the parties created hereunder are performable in Los Alamos County, New Mexico.
22. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
23. Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
24. Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dates subsequent to the date hereof and duly executed by the parties hereto.
25. Remedies for Breach. In the event Lessor exercises the option to terminate the Agreement upon Lessee's default, to re-enter and re-let the Premises as provided in the preceding paragraphs, Lessee, after receiving a ten (10) day notice of Lessor's intent to take possession shall quietly and peaceably quit the premises and restore Lessor thereto as provided in this Agreement.
- The parties mutually agree that either of them is entitled to any remedy available through the New Mexico Owner-Resident Relations Act or its successor legislation.
26. Miscellaneous. Lessee recognizes that County may hold the land constituting the Premises for future development and retains the right to show the property to prospective developers of said property.

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LESSOR:

ATTEST INCORPORATED COUNTY OF LOS ALAMOS

BY: _____ DATE _____
HARRY BURGESS
COUNTY MANAGER

J. ALVIN LEAPHART
COUNTY ATTORNEY

DATE _____

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____.

My Commission Expires:

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