

**LICENSE AGREEMENT  
FOR ENCROACHMENTS ONTO CITY LANDS**

**THIS AGREEMENT**, made this 29<sup>th</sup> day of January, 2018 by and between the City of Santa Fe, a Municipal Corporation, (the "City"), and Jim McGorty and Elizabeth McGorty, (the "Licensees"), whose address are 551 W. Cordova Road, Santa Fe NM 87505.

**WITNESSETH:**

In consideration of Licensee's promises herein, City hereby gives the Licensee's a License, revocable and terminable as hereinafter provided, to enter on the property of the City as follows:

1. **PREMISES.** Subject to all of the terms and conditions of this License, the City allows the Licensee's to use and occupy those portions of the City property located along the right-of-way of Acequia Madre ditch adjoining the northerly boundary of 506 Acequia Madre. The total area of encroachment consists of approximately 150 square feet for the existing encroachment of a foot bridge and masonry stuccoed wall and apparatuses thereto onto a portion of the Acequia Madre ditch right-of-way as shown on Exhibit "A" attached hereto and made a part hereof.
  - a. The City agrees to allow the use of the real estate for the purpose of existing encroachments of a wood foot bridge and masonry stuccoed wall and apparatuses thereto onto a portion of the Acequia Madre ditch right-of-way. No other uses, by the Licensee's, on the property shall be allowed.
  - b. No further encroachment shall be allowed in any manner, by Licensee's, beyond those actions necessary to maintain the wood foot bridge and masonry stuccoed wall and apparatuses within the Acequia Madre ditch right-of-way.
  - c. Failure of the Licensee's to restrict the use of the Premises as provided herein shall be deemed a substantial breach of this Agreement and shall constitute grounds for immediate termination by the City.
2. **TERM.** This License shall commence on the date entered in this License and continue until this License is terminated as provided in Article 4 herein.
3. **PAYMENT.** For this License, the Licensee's shall pay the City the sum of one hundred dollars (\$100), in addition to a development review fee of four hundred dollars (\$400), payable in advance upon execution of this Agreement.
4. **TERMINATION.** The City may, upon 30 days written notice, revoke this License and the Licensee's agree, in that event, to peaceably and promptly surrender the Premises on the expiration date fixed in said notice, to remove all property placed on the Premises by Licensee's and, if requested by the City, to restore the Premises to its original state at the time of Licensees entry thereon. The Licensee's may terminate this Agreement at any time upon 30 days written notice to the City. Upon termination of this License by either party, there shall be no refund of the license fee or any portion thereof.

REC'D - CIVIL RIGHTS DIVISION JAN 31 2018

5. **NO INTEREST CREATED.** The Licensee's agree that no interest or estate of any kind whatsoever in the Premises is conveyed by virtue of this License or occupancy or use hereunder, and no assignment of this License or any interest herein and no sub-license shall be made by the Licensee's.
  
6. **INSURANCE.** The Licensee's, at their own cost and expense, shall carry and maintain in full force and effect during the term of this License Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, including coverage, in a form and with an insurance company acceptable to the City with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Licensee shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to issuing this Agreement.
  
7. **INDEMNIFICATION.** The Licensee's shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand resulting from, arising out of or incidental to the occupation or use of said Premises by the Licensee's.
  
8. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et.seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
  
9. **RECORDING-SHORT FORM MEMO.** This License Agreement shall be recorded in its entirety.
  
10. **OBLIGATION OF LICENSEE.** The Licensee's shall comply with the following conditions:
  - a. This License is subject to the provisions of SFCC Section 14.8.4 and other applicable City code requirements.
  - b. The approval of this License does not constitute issuance of a building permit. Required permits shall be applied for from the Building Permit Division.
  - c. Encroachments of the foot bridge and masonry stuccoed wall and apparatuses onto a portion of the Acequia Madre ditch right-of-way shall be kept well maintained. If these improvements are substantially damaged and need replacement in total, the encroachment(s), if determined by the City, may be relocated onto Licensee's parcel and removed from the right of way if mandated.
  - d. This License is subject to superior rights of the City and utility providers to existing

utility apparatuses on, over and under subject premises.

APPROVED THIS 29<sup>th</sup> DAY OF January, 2018.

CITY OF SANTA FE, A MUNICIPAL CORPORATION:

Brian K. Snyder  
BRIAN K. SNYDER, CITY MANAGER

01/22/2018

ATTEST

**SEAL**

Yolanda K. Vigil  
YOLANDA K. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Kelley Brennan  
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson  
ADAM K. JOHNSON, FINANCE DIRECTOR

21117.460150

BUSINESS UNIT/LINE ITEM

LICENSEE'S:

Jim McGorty by Elizabeth McGorty, his attorney in fact

Elizabeth McGorty  
ELIZABETH MCGORTY

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)

) ss.

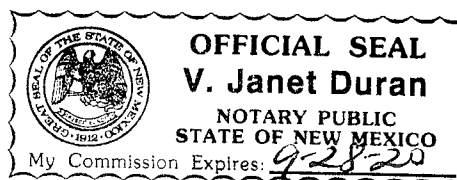
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 2018, by Jim McGorty and Elizabeth McGorty.

My Commission Expires: \_\_\_\_\_

(Seal)

V. Janet Duran  
Notary Public



REC'D CLERK RECORDED 1/30/2018

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

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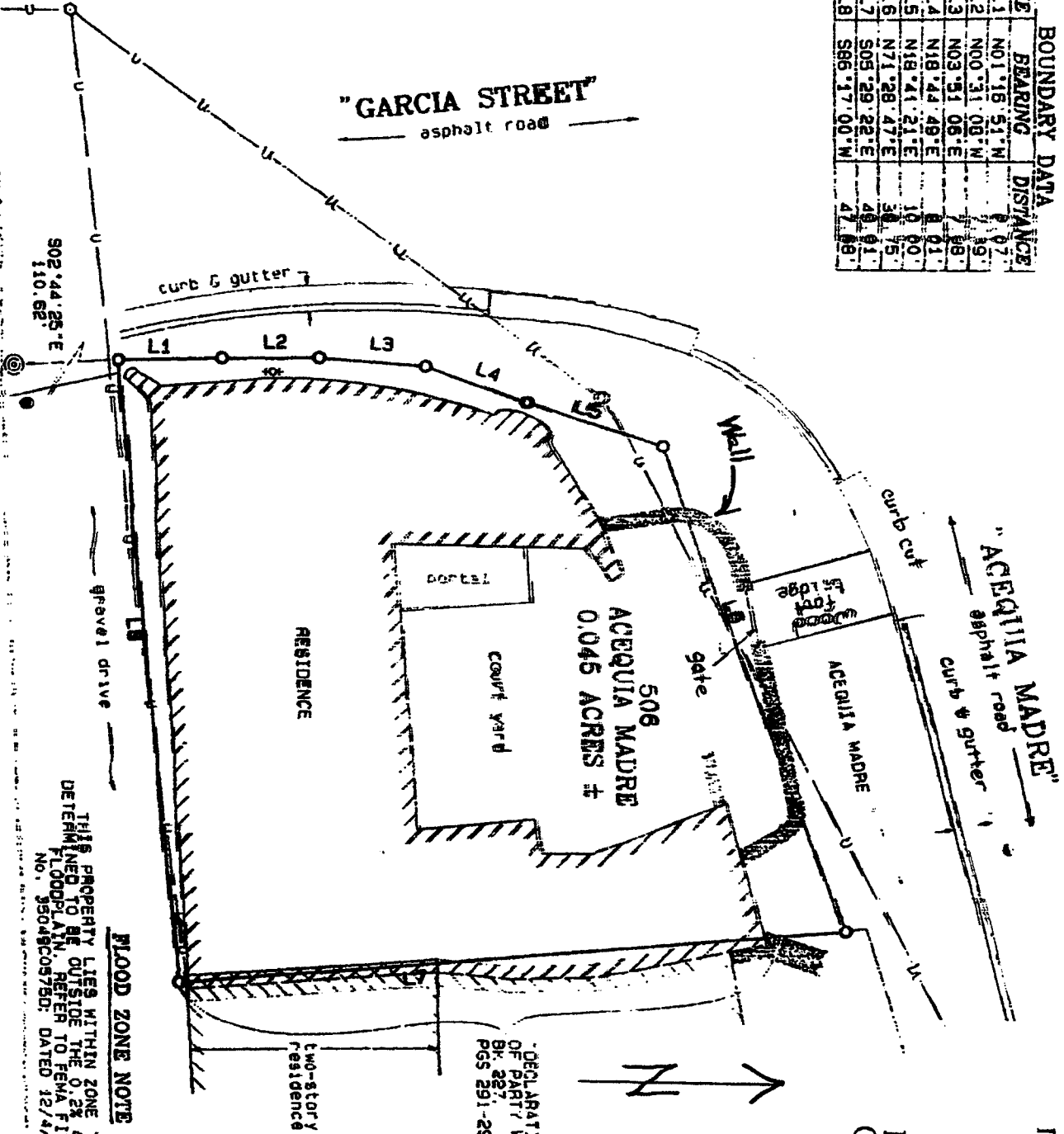
Hereby Certify That This Instrument Was Filed for record On The 30TH Day Of January, 2018 at 02:24:40 PM and Was Duly Recorded as Instrument # 1848866 of The Records Of Santa Fe County

Witness My Hand And Seal Of Office

Geraldine Salazar

Deputy Veronica Duran County Clerk, Santa Fe, NM

LINE	BEARING	DISTANCE
L1	N01°16'51"W	8.07'
L2	N00°31'08"W	1.19'
L3	N03°31'06"E	7.18'
L4	N18°44'49"E	8.01'
L5	N18°41'21"E	10.00'
L6	N71°28'47"E	30.15'
L7	S05°29'22"E	48.91'
L8	S88°17'00"W	47.89'



IMPROVEMENT  
506 A  
City and Co  
No

THIS IS  
FOR USE  
OWNER FO

EX

Exhibit "A"

HIGH D  
DE  
1925 A

FLOOD ZONE NOTE  
THIS PROPERTY LIES WITHIN ZONE "X", AREAS  
DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL  
FLOODPLAIN. REFER TO FEMA FIRM MAP  
No. 35048C0575D, DATED 12/4/2018.