

**LICENSE AGREEMENT
FOR ENCROACHMENT OF SIGN
ONTO CITY RIGHT OF WAY**

THIS AGREEMENT, made this 31st day of August, 2018 by and between the City of Santa Fe, a Municipal Corporation, (the "City"), and Homeowners Financial Group USA, LLC and White and Luff Financial, Inc., (the "Licensee's"), whose address are 324 Paseo de Peralta, Santa Fe NM 87501.

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 to use and occupy that portion of the City property located along easterly right-of-way of Paseo De Peralta near the entry driveway of 324 Paseo de Peralta. The area of encroachment consists of approximately 6 square feet for the placement of a free standing two sided sign 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 the sign, and any landscaping as required by Land Use Dept. No other use, by the Licensee, on the property shall be allowed.
 - b. No further encroachment shall be allowed in any manner, by Licensee, beyond those actions necessary to maintain the sign and landscaping.
 - c. Failure of the Licensee 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 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 agrees, 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 and, if requested by the City, to restore the Premises to its original state at the time of Licensees entry thereon. The Licensee 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.

5. **NO INTEREST CREATED.** The Licensee agrees 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 Licensees.
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 Licensees 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.
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 Licensees 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. Encroachment of sign and landscaping shall be kept well maintained.
 - d. This License is subject to superior rights of the City and utility providers to utility apparatuses on, over and under subject premises.

APPROVED THIS 7th DAY OF September, 2018.


CITY OF SANTA FE, A MUNICIPAL CORPORATION

ERIC LITZENBERG, CITY MANAGER

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR *mm*

21117.460150
BUSINESS UNIT/LINE ITEM

~~HOMEOWNERS FINANCIAL GROUP USA LLC~~

~~CINDY LEVORAN, BRANCH MANAGER~~

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)) SS.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 16th day of August 2018, by Cindy Levorah, Branch Manager of Homeowners Financial Group USA, LLC.

My Commission Expires: 9/30/19
(Seal)

~~Notary Public~~



APPROVED THIS _____ DAY OF _____, 2018.

CITY OF SANTA FE, A MUNICIPAL CORPORATION

ERIC LITZENBERG, CITY MANAGER

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

21117.460150
BUSINESS UNIT/LINE ITEM

HOMEOWNERS FINANCIAL GROUP USA LLC

CINDY LEVORAH, BRANCH MANAGER

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)) SS.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Cindy Levorah, Branch Manager of Homeowners Financial Group USA, LLC.

My Commission Expires:
(Seal)

Notary Public

CARL LUFF, PRESIDENT

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

My Commission Expires: 9/30/19
(Seal)

Notary Public



Homeowners
FINANCIAL GROUP



WHITE & LUFF
FINANCIAL, INC
RAYMOND JAMES
FINANCIAL SERVICES

681-1111