

**LICENSE AGREEMENT
FOR ENCROACHMENT OF AWNINGS OVER CITY RIGHT-OF-WAY**

THIS AGREEMENT, made this 25th day of October, 2019 by and between the City of Santa Fe, a Municipal Corporation, (the "City"), and Murray Properties LLC, (the "Licensee"), whose address is 7940 Sartan Way NE, Albuquerque, NM 87109.

WITNESSETH:

In consideration of Licensee's promises herein, City hereby gives the Licensee 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 the northerly boundary of 61 Old Santa Fe Trail. The area of encroachment consists of approximately 170 square feet for encroachment of fabric awnings and metal frames over the public sidewalk contiguous to the southerly boundary of the building at 61 Old Santa Fe Trail as shown on Exhibit "A" attached hereto and made a part hereof.
 - a. The City agrees to allow the use of the airspace over the real estate for the purpose of a fabric awnings and framing over the public sidewalk. 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 fabric awnings and framing over the public sidewalk.
 - 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 Licensees 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.

SFC CLERK RECORDED 10/29/2019

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, at its 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's shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to issuing this Agreement.
7. INDEMNIFICATION. The Licensee 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 a fabric awnings and framing over the public sidewalk, shall be kept well maintained.

APPROVED THIS 25th DAY OF October, 2019.

CITY OF SANTA FE, A MUNICIPAL
CORPORATION

JAREL LAPAN HILL,
INTERIM CITY MANAGER

ATTEST

SEAL
YOLANDA Y. VIGOR, CITY CLERK

APPROVED AS TO FORM:

 16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

21117.460150
BUSINESS UNIT/LINE ITEM
Munis #2122800

LICENSEE:
MURRAY PROPERTIES LLC

See Attached Page
DAVID DAVID, MANAGER

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by David David, Manager for Murray Properties LLC.

My Commission Expires: _____
(Seal) _____ Notary Public

LICENSE AGREEMENT
PAGES: 5

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 29TH Day Of October, 2019 at 09:25:06 AM And Was Duly Recorded as Instrument # **1900476** Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

10/29/2019

APPROVED THIS _____ DAY OF _____, 2019.

CITY OF SANTA FE, A MUNICIPAL
CORPORATION

JAREL LAPAN HILL,
INTERIM CITY MANAGER

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 10/3/19

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

21117.460150
BUSINESS UNIT/LINE ITEM

LICENSEE:
MURRAY PROPERTIES LLC

David David, Manager

DAVID DAVID, MANAGER

ACKNOWLEDGEMENT

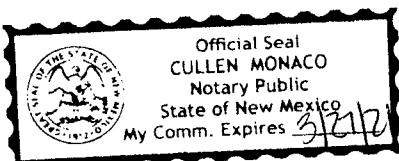
STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

The foregoing instrument was acknowledged before me this 11 day of October,
2019, by David David, Manager for Murray Properties LLC.

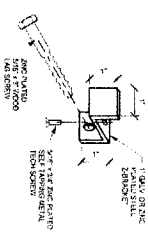
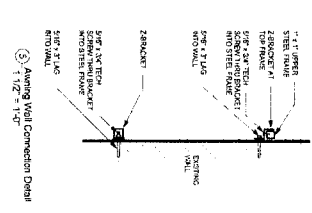
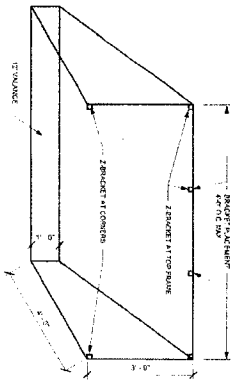
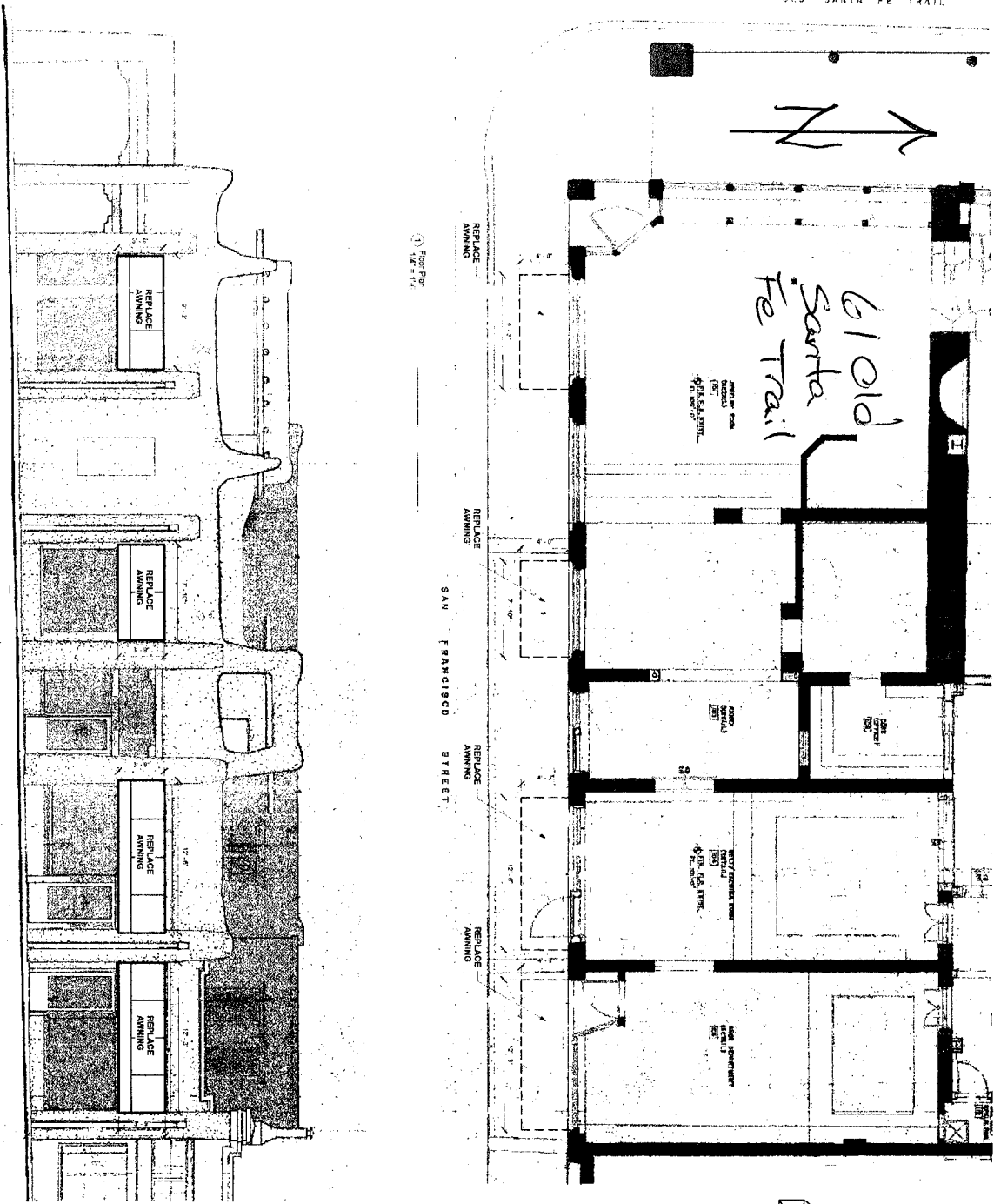
My Commission Expires: 3/27/21
(Seal)

[Signature]

Notary Public



61 OLD SANTA FE TRAIL



3. Awning & Structural Detail

Malouf on the Plaza Awning Replacement
61 Old Santa Fe Trail



LORN TRYK ARCHITECTS
436 W. San Francisco Street
Santa Fe, New Mexico 87501
Telephone: 505-982-5340 Fax: 505-982-5393
E-Mail: mail@ltryk.com

9/22/2019
10:32:25 AM

Partial Plan
and
Elevation

A1

Exhibit "A"