LICENSE AGREEMENT
FOR ENCROACHMENT OF RESIDENCE ITEM # 20-0035
ONTO CITY PROPERTY

THIS AGREEMENT, made this 23rd day of January , 20 20 by and between the **City of Santa Fe, a Municipal Corporation**, (the "City"), and **Jay Jay Shapiro**, a married man and **Jack H. O'Bannon Jr.**, a married man (the "Licensee's"), whose address is 807 Abeyta St., 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's to use and occupy, that certain portion of the City owned real estate lying along the northerly boundary of 807 Abeyta Street for the existing encroachment of a portion of the residence thereon. The area of encroachment consists of approximately 30 square feet of City land whereon a portion of the residence at 807 Abeyta St. encroaches thereon 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 existing encroachment of the residence thereon. No other use, by the Licensee's, over 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 building and apparatuses thereto.

   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.** 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 Licensee's 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.

1

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'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'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 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. Residence and apparatuses thereto shall be kept well maintained by Licensee's.

APPROVED THIS 23 DAY OF January , 2020.

CITY OF SANTA FE, A MUNICIPAL
CORPORATION

JAREL LAPAN HILL
INTERIM CITY MANAGER

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

1/6/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
BUSINESS UNIT/LINE ITEM
21117.460150
MUNIS 2122800

LICENSEE'S:

JAY JAY SHAPIRO

JACK H. O'BANNON, JR.

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 9th day of January 2020, by
Jay Jay Shapiro.

My Commission Expires: 11/22/23

Notary Public

(Seal)

OFFICIAL SEAL
Elizabeth Rodriguez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 11/22/23

3

ACKNOWLEDGEMENT

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 9th day of January, 2020, by Jack H. O'Bannon, Jr..

My Commission Expires: 11/22/23

Notary Public

(Seal)

OFFICIAL SEAL
Elizabeth Rodriguez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 11/22/23

4

Not To Scale

Jeffrey C. Ballowe
1, Page 151
n Subdivision
, Page 026

SEE DETAIL "C"

N86°14'56"W
0.78'

AREA CLAIMED BY
CITY OF SANTA FE
0.0065 Acre±
281.07 sq. ft.

South Boundary of Lot 6,
HH Doorman Subdivision
(Ref. Doc. no. 5)

LOT 6
N/F Eliza Lovette Randall,
W.D. Book 695, Page 709
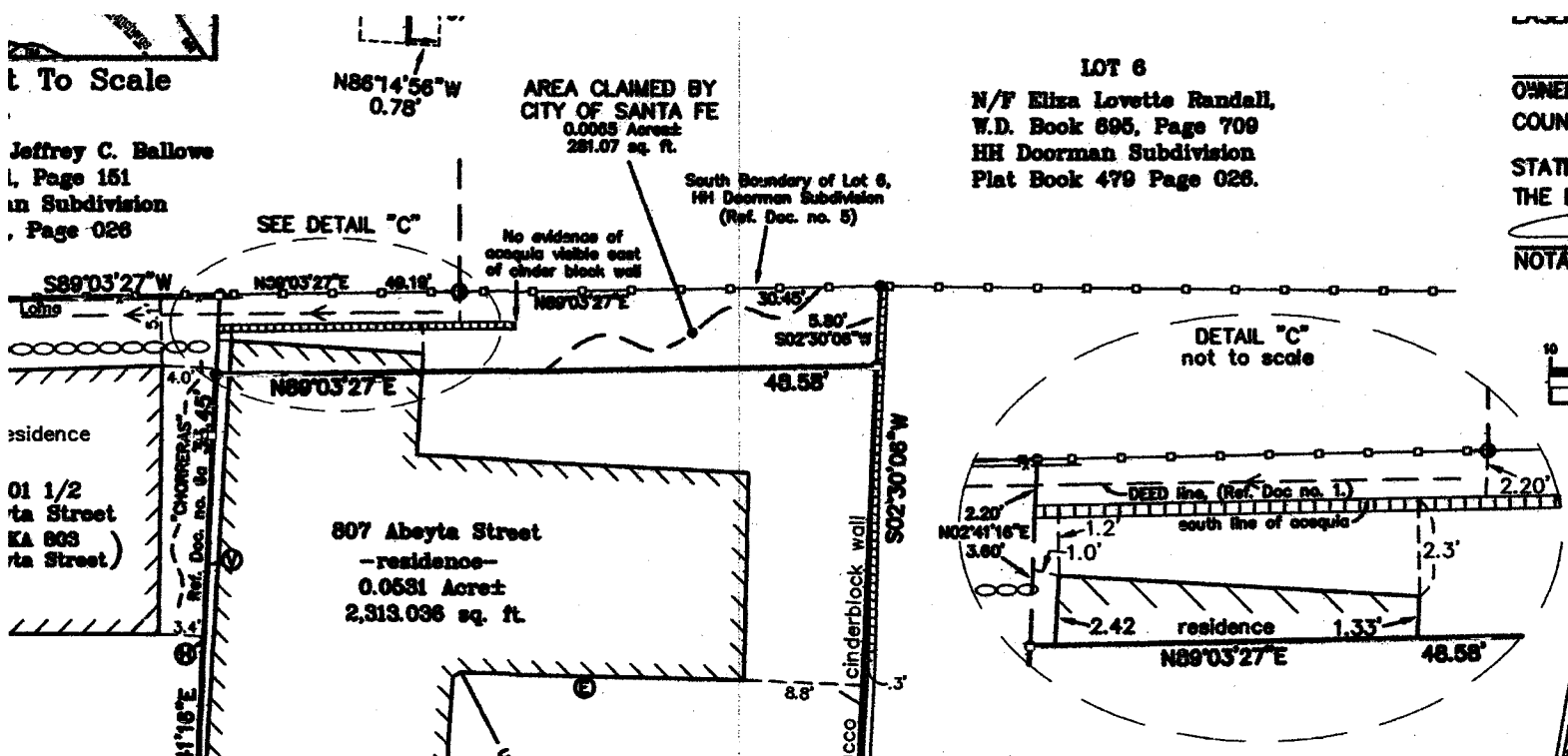HH Doorman Subdivision
Plat Book 479 Page 026.

No evidence of
acequia visible east
of cinder block wall

S89°03'27"W   N89°03'27"E   49.19'   N89°03'27"E   30.45'
Long   5.80'
                                                                        S02°30'06"W

residence   N89°03'27"E   46.58'

01 1/2
ta Street
KA 803
ta Street

807 Abeyta Street
—residence—
0.0531 Acre±
2,313.036 sq. ft.

8.8'   .3'

DETAIL "C"
not to scale

DEED line (Ref. Doc. no. 1.)
south line of acequia

2.20'
N02°41'16"E
3.60'   1.2'
           1.0'

2.20'

2.3'

2.42   residence   1.33'
N89°03'27"E   46.58'

Exhibit "A"