

**LICENSE AGREEMENT
FOR ENCROACHMENTS ONTO CITY RIGHTS OF WAY**

THIS AGREEMENT, made this 19th day of November, 2024 by and between the **CITY OF SANTA FE, A MUNICIPAL CORPORATION** (the "City"), and **PLAZA PREMIUM SHOPS LLC A NEW MEXICO LIMITED LIABILITY COMPANY** (the "Licensee"), whose address is 113 E. San Francisco St., Santa Fe, NM 87501.

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 those portions of the City owned rights-of-way of E. San Francisco St. and E. Water St. adjacent and appurtenant to the commercial structure at 60 E. San Francisco St. The total area of both areas encroachment consists of approximately 670 square feet more or less (the "Premises") for existing encroachments of a cantilevered deck over a portion of the E. Water St. right of way and building portal structure within portion of the E. San Francisco St. right of way as shown and delineated on Exhibits "A" and "B" attached hereto and made a part hereof.

- a. The City agrees to allow the use of the right of way for the purpose of existing areas of encroachment of the cantilevered deck over a portion of the E. Water St. right of way and building portal structure within portion of the E. San Francisco St. No other uses, by the Licensee (other than the right to use the right-of-way for access by Licensee's and its guests and invitees), 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 existing encroachments of cantilevered deck over a portion of the E. Water St. right of way and building portal structure within portion of the E. San Francisco St.
- 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'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 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's and, if requested by the City, to remove from the Premises all its encroachments therefrom to its original undeveloped state. 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'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.

6. **INSURANCE.** The Licensee, at it's 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 not less than \$2,000,000 per occurrence and \$2,000,000 in aggregate for claims against bodily injury, personal and advertising injury, and property damage 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 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.

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.

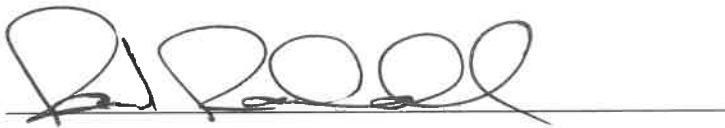
9. **RECORDING-SHORT FORM MEMO.** This License Agreement shall be recorded in its entirety.

10. OBLIGATION OF LICENSEE. The Licensee 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 existing cantilevered deck over portion of E. Water St. right of way and building portal structure within portion of E. San Francisco St. shall be kept clean and maintained, including but not limited to adequate lighting of areas under cantilevered deck and building portal structure.
- d. Areas under cantilevered deck and building portal structure within public right of way, on the public sidewalks shall not be utilized for service areas, placement of signage, sale or display of merchandise.
- e. This License is subject to superior rights of the City and public utility providers to existing utility apparatuses on, over and under subject premises.
- f. Licensee shall not increase, modify or replace portal or deck without permits and prior consent of City.

APPROVED THIS 19th DAY OF November, 2024.

CITY OF SANTA FE, A MUNICIPAL CORPORATION:



RANDY RANDALL, INTERIM CITY MANAGER

ATTEST:


Andrea Salazar, City Clerk
GERALYN CARDENAS, INTERIM CITY CLERK 


ASSISTANT CITY ATTORNEY

Emily Oster 11/8/24
EMILY OSTER, FINANCE DIRECTOR

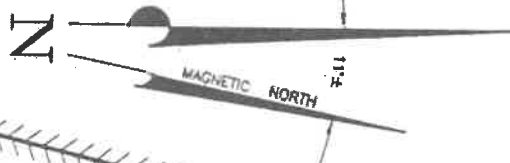
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LEGEND / PLAT REFERENCE

BEARINGS BASED ON A PLAT OF SURVEY TITLED "LOT CONSOLIDATION PLAT PREPARED FOR 60 EAST SAN FRANCISCO LIMITED CO., LOT 7-8, E. SAN FRANCISCO ST., CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO" BY RICHARD E. SMITH, NMPLS #5837 AS PROJECT #4104 AND FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK AS RECEPTION #1077,247 DATED JUNE 21, 1999 IN BOOK 416 PAGE 043.

- INDICATES "X" IN BRICK FOUND,
- INDICATES CALCULATED POINT.
- ⊙ INDICATES LIGHT POLE.

SCALE 1" = 10'



N/F G. E. PLAZA GALERIA L.L.C.
(GREER ENTREPRISE)



ALUMINUM CAP AT
N.W. COR. WATER ST.
AND OLD SANTA FE TR.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS MADE BY ME OR UNDER MY PERSONAL DIRECTION AND CONTROL, AND THAT THE DATA SHOWN HEREON ARE TRUE AND CORRECT. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS. FIELD WORK COMPLETED ON 1/04/00.

Richard E. Smith
RICHARD E. SMITH, N.M.P.S. No. 5837,

01/06/00
DATE



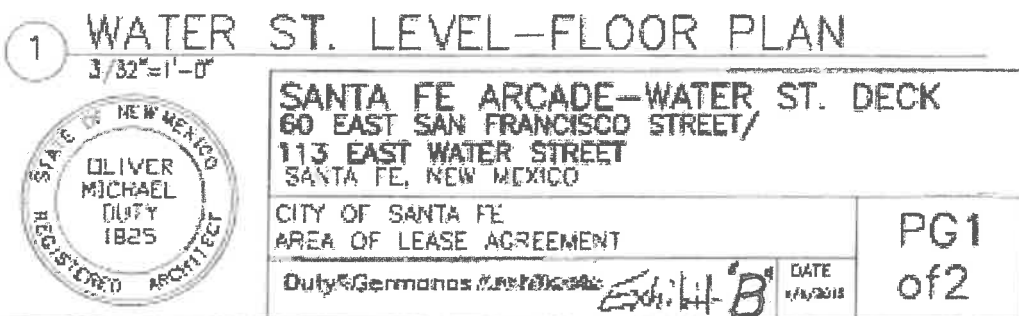
**SMITH
WILLIAMSON**
& ASSOCIATES

1210 Luisa Street, Suite 3, Santa Fe, New Mexico 87505
(505)983-5234 FAX (505)983-5391

EXHIBIT "A"
FOR LICENSE AGREEMENT WITH THE
CITY OF SANTA FE
FOR 60 EAST SAN FRANCISCO LIMITED CO.
60 EAST SAN FRANCISCO ST.

SCALE	DATE	DRAWN BY	CHECKED BY	PROJECT NO.
1" = 10'	DEC. 2000	R.D.W.	R.E.S.	4104-LIC

EAST WATER STREET PREMISES



MEMO

Date: November 5, 2024

To: Randy Randall, Interim City Manager

From: Edward Vigil, Property Manager, Land Use Dept. 

Subject: License Agreement for Portal & Cantilever deck encroachments at 60 E San Francisco St.

Good morning Randy, attached hereto is the License Agreement between the City of Santa Fe (City) and Plaza Premium Shops LLC is being routed to you for signature. This Agreement was requested by the property owner in order to replace the previous agreement with the former owner and the CoSF. The new agreement also consolidated rights which were documented by two separate licenses. The entity has submitted the fees and insurance certificate which names the City as an additional named insured, please review and let me know if you have any questions please call/email me, thanks for your help on this and have a good day. 6226