

Agreement # 2014-0104- PW/PL

**LICENSE FOR USE
AND
AUTHORIZATION TO ENTER**

This License and Authorization is granted by Flying Fence Partners, LLC., to Santa Fe County, a political subdivision of the State of New Mexico, for the purpose of allowing access and use of property owned by Flying Fence Partners, LLC., (the "Owner").

The property that is the subject of this License and Authorization is:

Lot D-3 as shown and delineated on "Summary Review Subdivision for Flying Fence Partners, LLC, creating Lots D-1, D-2, D-3, D-4 & D-5 from Tract D, within Section 11, T 14 N, R 8 E, N.M.P.M. as projected into the San Marcos Pueblo Grant, Santa Fe County, New Mexico," dated January 30, 2003, prepared by Phillip B. Weigel, P.S. No. 9758, and recorded in Plat Book 555, page 025 as Document Number 1320,204, in the records of Santa Fe County, New Mexico ("Property").

FOR THE PURPOSE OF COMPLETING DUE DILIGENCE IN CONTEMPLATION OF AN ACQUISITION BY PURCHASE OR OTHER CONSIDERATION, the Owner hereby authorizes and grants to the County, its employees and agents, a nonexclusive license to enter onto the Property during the pendency of this acquisition to conduct, at County's expense, the County's due diligence, inspection, review and planning for construction of improvements.

The County shall not interfere with the Owner's use of the Property.

The Owner may, upon 30 days written notice, revoke this License and Authorization.

Each party shall be solely liable for the actions or omissions of its own employees, agents, officers and subcontractors in connection with this License and Authorization. Neither party shall be liable for the actions or omissions of the other party's employees, agents, officers and subcontractors. Any liability incurred by either party in connection with this License and Authorization 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 County 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 License and Authorization modifies or waives any provision of the New Mexico Tort Claims Act.

This License and Authorization shall be in full force and effect until such time as the Property sought to be acquired is in fact acquired by Santa Fe County or is revoked in accordance with the terms of this agreement.

OWNER: Flying Fence Partners, LLC

By: _____

MAS
member

8/4/13
Date

ILLINOIS

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

This instrument was acknowledged before me on 11/4/13, 2013 by
JON C. SIMS

My commission expires: 6/11/2017

[Signature]
Notary Public



IN WITNESS WHEREOF, the parties set their hands.

SANTA FE COUNTY:

By Katherine Miller Date: 11-15-13
Katherine Miller, Santa Fe County Manager

Finance Department

Teresa C. Martinez Date: 11/14/13
Teresa C. Martinez, Director

ATTEST:

_____ Date: _____

APPROVED AS TO FORM:

Stephen C. Ross Date: 11/12/13
Stephen C. Ross
Santa Fe County Attorney

