

**SANTA FE COUNTY
LICENSE FOR USE OF PROPERTY
TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
AS A BUS STOP**

This License is granted by **Santa Fe County**, a political subdivision of the State of New Mexico, hereinafter "County" to the **North Central Regional Transit District** (hereinafter "Licensee"), 1327 Riverside Drive, Espanola, New Mexico 87532, to use the certain premises owned by the County as a North Central Regional Transit District ("NCRTD") bus stop.

WHEREAS, the County owns property described as Lot A-1 as shown on the Lot Line Adjustment Survey Plat recorded June 1, 2000 in Plat Book 444, Page 042, in the Public Records of Santa Fe County, New Mexico, located at State Road 14 and Turquoise Trail Road, in Santa Fe County;

WHEREAS, the County is willing to provide this License to the Licensee for the purpose of permitting the Licensee to access and use an area within the property described above and as more specifically indicated on Exhibit A, as a bus stop and for associated passenger parking.

This License is subject to the following terms and conditions:

- a) The County grants a license for access and use of the area designated on Exhibit A as is reasonably necessary for access and use by NCRTD buses picking up and dropping off passengers.
- b) Licensee's use of the area shall cause the least possible interference or disturbance to the County's use of its property as a fire station and any improvements such as the repainting of lines on the designated parking areas or installation and location of signage shall be completed in such a manner to ensure they do not disturb the continued use of the property by the County.
- c) Licensee shall instruct bus passengers to park their cars in the parking spaces designated within the licensed premises as indicated on Exhibit A, and that Licensee and bus passengers do not interfere with or create obstacles for the County's use of its property.
- d) Licensee shall be responsible for maintenance of the bus stop area. Maintenance shall include basic cleanliness of the bus stop area, trash removal, and maintenance of any parking space lines and signs placed on the licensed premises by the Licensee.
- e) Licensee shall, at its own cost and expense, carry and maintain in full force and effect during the term of this License, comprehensive general liability insurance covering bodily injury and property damage in the maximum amounts provided for in the New Mexico Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, as amended. Licensee shall provide a certificate of insurance evidencing such coverage to the County and such insurance shall name the County as an additional insured.
- f) This License shall terminate two (2) years from the date of signature by the parties hereto, or earlier termination shall occur if Licensee uses the areas for purposes not authorized by this license, or Grantee fails to abide these terms and conditions, or the County terminates or revokes this License for any reason. The County and Licensee have the option to renew, modify or amend this License by an instrument in writing signed by the parties.
- g) Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this License. Any liability incurred in connection with this License is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978 as amended. This paragraph is intended only to define the liabilities between the parties

hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Licensee and its "public employees" as defined in the New Mexico Tort Claims Act, and 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/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

- h) This License shall be interpreted under the laws of the State of New Mexico.
- i) This License may be modified only by a written instrument signed by the parties.
- j) This License is nonassignable and revocable at the will of the County.

IN WITNESS WHEREOF, the parties have executed this License this 18th day of December, 2013.

LICENSOR – SANTA FE COUNTY

By *Katherine Miller*
for Katherine Miller, Manager
Santa Fe County

Date: 12/18/13

Approved as to form:

Stephen C. Ross
Stephen C. Ross *mg/12/13*
Santa Fe County Attorney

Date: 12/15/13

LICENSEE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

By *Anthony J. Morales*
(signature and title) *Exec. Dir.*

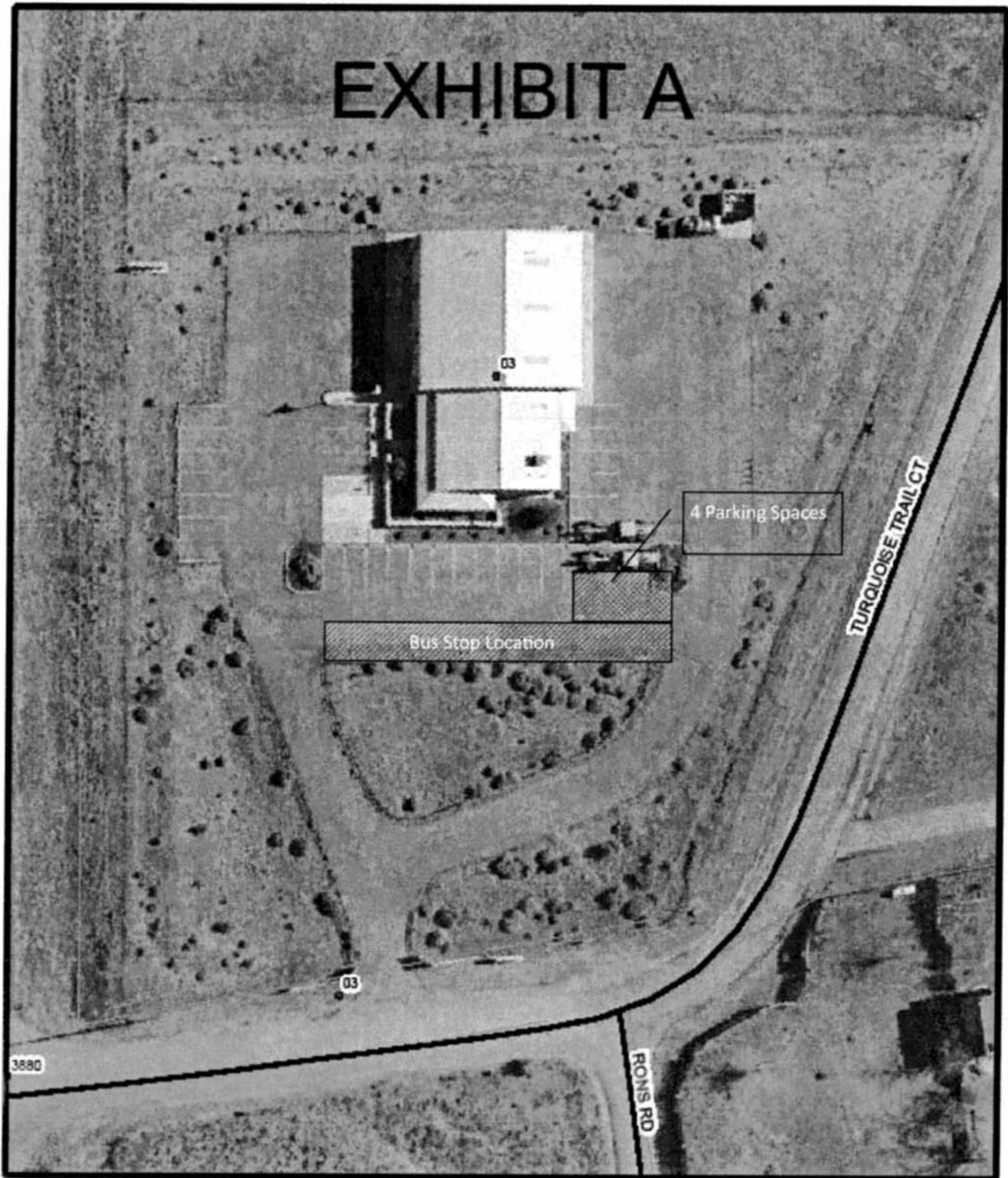
Date: 12/13/13

Legal counsel for North Central Regional Transit District

By: *[Signature]*

Date: 12/13/13

EXHIBIT A



Legend

- ROADS
- STRUCTURES



1 inch Represents 50 feet



2008 Orthophotography
2 FOOT CONTOURS

This information is for reference only.
Santa Fe County assumes no liability for
errors associated with the use of these data.
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confirming data accuracy.



October 17, 2013

