

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is by and between **Santa Fe County** (the "County"), a political subdivision of the State of New Mexico, and the **Oshara Village Homeowners' Association**, a New Mexico non-profit corporation (the "Homeowners' Association").

**WITNESSETH:**

**WHEREAS**, the Homeowners' Association is the owner of property shown on Attachment "A," a rectangular area approximately 40 ft. X 54 ft. where the Oshara Village playground is located (the "Property");

**WHEREAS**, the County wishes to assist the Homeowners' Association with improvements to its playground by improving the Property to meet National Playground Safety Standards for playground fall zones and providing certain equipment to be installed and placed on the Property;

**WHEREAS**, the County is willing to complete the improvements and purchase certain equipment for the playground and the Homeowners' Association is willing to grant a license to permit the County to complete the improvements and install equipment on the Property for improved use of the playground by children;

**WHEREAS**, the Homeowners' Association is also willing to maintain the Property as long as the Property is used as a children's playground.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. License. The Homeowners' Association hereby grants to the County, its employees, agents and contractors, a non-exclusive license to the Property for the purpose of completing improvements and installing certain playground equipment on the Property ("License"). A map of the Property is attached hereto as "Attachment A," which is incorporated herein by reference. This License does not grant the County any real property interest in the Property. Upon termination of this License the County shall, at its sole cost and expense, remove any equipment and improvements placed on the Property within sixty (60) days of the termination or revocation of this License, or otherwise remove or dispose of the equipment and improvements in accordance with state law or County Ordinance. The County shall restore the Property to the condition prior to the grant of this License and remedy, if any, unsafe conditions on the Property created or aggravated by the County.
2. Maintenance of Equipment. The Homeowners' Association will maintain the Property and all equipment on the Property and continue to use the Property as a children's playground and not dispose of any equipment purchased and owned by the County.
3. Removal or disposition of Equipment upon Termination or Revocation. Upon the

termination or revocation of this License, the County will remove any equipment purchased by the County and installed on the Property.

4. Insurance. The equipment purchased by the County shall remain property of Santa Fe County and is not permanent fixtures on the Property. The County shall, at its own expense, carry and maintain in full force and effect during this License insurance covering the Property and providing protection against all liability claims arising from the use of the equipment or damage or loss to the Property.

5. Amendments. Any amendments to this License shall be in writing and shall be signed by all parties hereto. Any amendments not in writing and not signed by all the parties hereto shall be void and of no effect.

6. Termination or Revocation. The County or the Homeowners' Association may revoke or terminate this License upon no less than thirty (30) days written notice to the other party. Upon a revocation by the Homeowners' Association or termination by either party, the County shall have sixty (60) days to remove its equipment or otherwise dispose of the equipment in conformity with state law or County Ordinance.

7. Entire Agreement. This License constitutes the entire agreement between the parties regarding the improvements made to the Property, equipment purchased by the County, and installation of the equipment on the Property and supersedes all prior discussion, negotiations and agreements between the Homeowners' Association and the County and their respective agents, whether oral or written. Neither the Homeowners' Association nor the County shall be bound by any understanding, agreement, promise or representation or stipulation concerning the equipment and Property, express or implied, not specified in this License.

8. Restriction on Assignment. This License is not assignable by either of the parties hereto.

9. Binding Effect. This License shall bind and inure to the benefit of the parties hereto and their representatives, successors in interest, personal representatives, and permitted assigns.

10. Notices. All notices required to be given to the County and the Homeowners' Association under this Agreement shall be mailed (pre-postage paid) to:

The County:

Santa Fe County  
Santa Fe County Attorney  
102 Grant Avenue  
Santa Fe, NM 87504



COUNTY OF SANTA FE }

This instrument was acknowledged before me this 11<sup>th</sup> day of July, 2013, by Katherine Miller, County Manager of the County of Santa Fe, a political subdivision of the state of New Mexico.

Erika Garcia  
Notary Public

My Commission Expires:

4/29/17

