LICENSE AGREEMENT
FOR ENCROACHMENTS ON CITY RIGHT OF WAY

THIS AGREEMENT, made this day of , 2022 by and between the CITY OF SANTA FE, A MUNICIPAL CORPORATION (the “City”), and OSFI INVESTORS, LLC, a Delaware limited liability company (the “Licensee”), whose address is 514 Travis Street, Suite 326, Dallas, Texas 75205.

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 property located within the right-of-way of Galisteo Street adjacent and appurtenant to the facility at 201 Montezuma Avenue. The total area of encroachment consists of approximately 1129 square feet (the “Premises”) for the encroachment of existing building portals located on said right-of-way 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 existing building portals within the right-of-way of Galisteo Street. No other uses, by the Licensee (other than the right to use the right-of-way for access by Licensee 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 building portals within the Galisteo Street right-of-way.

   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 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 and, if requested by the City, to restore the Premises to its original state at the time of Licensees entry thereon. 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 agrees 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 its 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 building portals within the right-of-way of Galisteo Street right-of-way shall be kept well maintained.

   d. This License is subject to superior rights of the City and utility providers to existing
utility apparatuses on, over and under subject premises.

APPROVED THIS _______ DAY OF ______________________, 2022.

CITY OF SANTA FE, A MUNICIPAL CORPORATION:

John Blair
John Blair [May 9, 2022 12:33 MST]

JOHN BLAIR, CITY MANAGER

ATTEST:

Kristine Mihelic
KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY’S OFFICE:

Marcos Montez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero

MARY MCCOY, FINANCE DIRECTOR

21117.460150
BUSINESS UNIT/LINE ITEM
MUNIS 2122800

LICENSEE:

OSFI INVESTORS, LLC

BARRY HANCOCK, MANAGER

ACKNOWLEDGEMENT

MARGARET W. GOWAN
Notary Public, State of Texas
Comm. Expires 05-09-2023
Notary ID 132007497

The foregoing instrument was acknowledged before me this 15 day of March 2022, by Barry Hancock on behalf of OSFI MM, LLC, Manager of OSFI Investors LLC.

My Commission Expires: 5-9-23

(Seal)
utility apparatuses on, over and under subject premises.

APPROVED THIS ______ DAY OF ____________________, 2022.

CITY OF SANTA FE, A MUNICIPAL CORPORATION:

________________________

JOHN BLAIR, CITY MANAGER

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

________________________

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

________________________

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

LICENSEE:

OSFI INVESTORS, LLC

__________________________

OSFI MM, LLC, MANAGER
BARRY HANCOCK, MANAGER

ACKNOWLEDGEMENT

STATE OF _________________) SS.
COUNTY OF ________________

The foregoing instrument was acknowledged before me this _____ day of ________________, 2022, by Barry Hancock on behalf of OSFI MM, LLC, Manager of SFFI Investors LLC

My Commission Expires: __________
(Seal) __________________________
Notary Public
Five Hundred and 00/100 Dollars

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CHECK No. 000128  3/15/2022

$500.00

Authorized Signature

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City of Santa Fe
200 Lincoln Ave,
Santa Fe, NM 87504
505-955-4333

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Payer Name: OSFI Investors LLC

SubTotal: 500.00
Total: 500.00

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~ Thank You ~