

LIMITED LICENSE and HOLD HARMLESS AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF HIDALGO COUNTY, NEW MEXICO** (hereafter "LICENSOR") and _____, (hereafter "LICENSEE").

WHEREAS, the LICENSOR possess a right-of-way by grant or user (prescriptive or otherwise) for _____ and Licensee desires to use a portion of that right-of-way for the purpose of installing _____.

WHEREAS, the LICENSOR, upon consideration of LICENSEE'S request and following discussion in an open meeting of the County Commission, is willing to grant a limited license to a LICENSEE for the purpose of installing _____, at, on or through LICENSOR'S right-of-way at the location described herein and upon the following conditions:

1. LICENSE shall construct the _____ at his/her/its own expense in accordance with accepted practices for the safety of the public shall fully repair at his/her/its own cost and expense any damages caused to the County road by such construction;
2. LICENSEE shall hold the LICENSOR harmless from liability for any and all damages incurred to him/her/it or the general public resulting from LICENSEE'S construction and/or use of _____.
3. LICENSEE, further, shall hold LICENSOR harmless from any and all damages which _____ and associated materials may sustain as a result of the use and maintenance of the County Road by the LICENSOR or the general public.
4. LICENSEE, further, shall hold the LICENSOR harmless from any liability resulting from conflict with existing easements and right-of-way previously granted or as a result of the loss, limitation or abandonment of the LICENSOR'S right-of-way.
5. LICENSEE, further, shall fill out Attachment "A" for a Driveway Permit, and identify how LICENSEE will prevent future erosion or destruction to connecting County Road.

THEREFORE, for valuable consideration the LICENSOR hereby grants to construct and maintain _____ along, or across the LICENSOR'S right-of-way at the following described location within Hidalgo County, New Mexico, to wit:

SEE ATTACHED MAP

With necessary right of ingress and egress, subject to the conditions set forth herein. Said license shall be no more 35 feet in width. Said license is terminable at will upon 60 days written notice from LICENSOR. Said license inures only to the benefit of the named LICENSEE and is not transferable without the prior written authorization from LICENSOR.

IN WITNESS WHEREOF, the LICENSOR has set forth its hand and seal this _____ day of _____, 2020.

ATTEST:

LICENSEE

Melissa De La Garza
Hidalgo County Clerk

Anthony Joey Mora
County Commission Chair