

**OFFER TO DEDICATE REAL PROPERTY**

This Offer to Dedicate Real Property is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **SANTA FE RECOVERY CENTER** (herein "Grantor") to **THE CITY OF SANTA FE, A MUNICIPAL CORPORATION** (herein "City"), whose address is 200 Lincoln Ave., Santa Fe, NM 87504-0909.

**RECITALS**

WHEREAS, this written Offer to Dedicate Real Property (Offer) by the Grantor and acceptance of said Offer by the City, which, together with certain other procedures of the City are conditions precedent to such conveyance; and

WHEREAS, Grantor is fee simple owner of Tract 2-B located at 4100 Lucia Lane (the Property) as shown and delineated on plat filed for record on June 3, 1991 as Document No. 738,711 in Plat Book 223, at page 009, records of Santa Fe County, New Mexico; and

WHEREAS, Grantor and the City wish to provide for the conditions precedent in order to effectuate the conveyance of the Property from the Grantor to the City, to be used for ingress, egress and utility purposes by the City, utility providers, its residents and guests; and

WHEREAS, the Property shall comprise a strip along the northern boundary of the land to the minimum of land reasonably necessary to accomplish these purposes.

NOW THEREFORE, the Grantor, their heirs and assigns, do hereby offer to voluntarily give, grant, and convey to the City and its assigns, the fee simple title to the Property, and all rights, hereditaments, easements, and appurtenances thereto belonging, to said Property.

The terms and conditions of this Offer are as follows:

- (1) The City agrees to accept from Grantor the Property being donated, at no cost to the City, provided that a General Warranty Deed will convey marketable title to said Property, with the hereditaments and appurtenances thereto, to the City and its assigns, in fee simple, free and clear from all liens and encumbrances, except for easements of record in the County Clerk's Office of Santa Fe County, New Mexico.
- (2) It is hereby understood and agreed that title to the Property shall be satisfactory to the City Attorney whose written approval thereof shall be obtained prior to conveyance of title to the City.
- (3) Grantor agrees that this Offer may be accepted by the City through any duly authorized representative by hand delivering, mailing or faxing a notice of acceptance to Grantor at the address stated below at any time within ten (10) years from the date this Offer is executed by Grantor, whereupon this offer and the acceptance thereof shall

become a binding contract. If the City does not accept this Offer within the specified ten year option period, Grantor may thereafter petition City through the City Manager to vacate this Offer to Dedicate, in which case the City shall execute a notice recognizing the vacation and rescission of the offer and shall duly file this notice for record with the Office of the Santa Fe County Clerk.

(4) Grantor is required and agrees to make full settlement in accordance with the terms hereof as soon as the City secures and approves the title commitment and plat survey, provided, however, that closing and settlement shall occur not later than ninety (90) days after the City acceptance of this Offer, unless extended as provided in paragraph 5 to remove title objections. Grantor agrees to give possession and allow occupancy at time of conveyance.

(5) It is agreed that the City will pay all expenses incident to the preparation and recordation of the General Warranty Deed and the procurement of the necessary title evidence establishing marketable title, including closing costs. If the City shall assert objections to the marketability of title, Grantor shall be given due notice thereof within a reasonable time prior to the date set for the closing of title and, if necessary, Grantor shall have thirty (30) days to remove any such objections, but shall not be compelled to bring any action or proceeding or to incur any expense in order to render title marketable. In the event such objections cannot be removed, and as a result thereof title shall prove unmarketable, as a condition precedent to the execution of this Offer, it is agreed that the rights of the City and the liability of Grantor shall be limited to the following:

(a) The City may elect to rescind this contract by giving due notice thereof to Grantor, whereupon this contract shall be null and void and terminated with the same force and effect as if it had not been executed, and none of the parties shall have any further rights, duties, liabilities, claims or obligations arising hereunder or in any manner from this transaction, or

(b) The City may elect, by giving Grantor due notice thereof, to accept such title as Grantor is able to convey, without abatement of the conditions of donation for defects, objections or encumbrances of title.

(6) Grantor agrees that all taxes, assessments and encumbrances which are a lien against the property at the time of effective conveyance to the City shall be satisfied of record by Grantor at or before the transfer of such title; and, if Grantor fails to do so, the City may pay any such taxes, assessments and encumbrances which are a lien against the property. The amount of any such payments by the City shall be reimbursed by the Grantor. Grantor will, at the request of the City and without prior payment, obtain and record such curative evidence of title as may reasonably be required by the City, provided, however, that any adjustments as provided above for any unpaid taxes, assessments, and encumbrances shall be made concurrent with closing and effective conveyance of said Property to the City.

(7) Grantor agrees that loss or damage to the property by fire, acts of God or other casualty shall be at the risk of the Grantor until the title to the real property and Warranty Deed have been accepted by the City; and in the event that such loss or damage occurs,

the City may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title.

(8) Grantor represents and it is a condition of Acceptance that no member of or delegate of the City, shall be admitted to or share any part of this Offer, or to any benefits that may arise therefrom, but this provision shall not be construed to extend to any agreement if made with a corporation, for its general benefit.

(9) Neither party may assign this Offer without the express written consent of the other party. The terms and conditions aforesaid are to apply to and bind the heirs and successors of the Grantor.

(10) This Offer, upon acceptance, shall contain the final and entire agreement between the parties and the parties shall not be bound by any terms, conditions, statements, or representations, oral or written not contained herein, and the Grantor agree that no representative or agent of the City has made any representations or promises with respect to this offer not expressly contained herein.

(11) Upon Acceptance this Offer and the completion of all the terms and conditions set forth herein by the parties, the conveyance of the Property to the City by the Grantor shall be and become effective.

(12) Both parties acknowledge and agree that no real estate commission is involved in this donation.

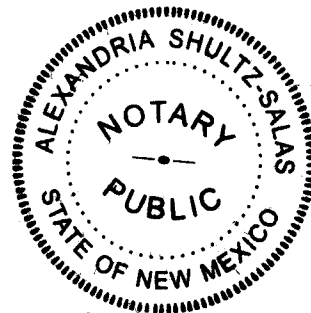
(13) This offer to voluntarily give, grant and convey said land is made in contemplation of its use for ingress, egress and utility purposes by the City.

Signed, sealed and delivered this 1 day of June, 2018.

BY: *Sylvia Bauler*

#### ACKNOWLEDGEMENT

STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF SANTA FE )



This instrument was acknowledged before me this 1 day of June, 2018 by \_\_\_\_\_.

My commission expires: 11/9/19  
(Seal)

*Alexandria Shultz-Salas*  
Notary Public

## ACCEPTANCE OF OFFER TO DEDICATE REAL PROPERTY

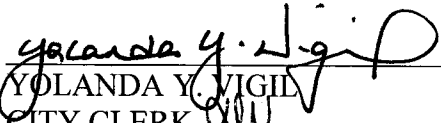
The Offer to Dedicate Real Property contained herein is hereby accepted for an on behalf of the City of Santa Fe.

BY:

  
ERIC LITZENBERG  
CITY MANAGER

6/7/18  
date

ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK

6-7-18  
date

APPROVED AS TO FORM:

  
INTERIM CITY ATTORNEY

6/5/2018  
date

APPROVED:

  
INTERIM FINANCE DIRECTOR

6/6/18  
date

Notice to City of Santa Fe to be sent to:

City Manager  
P.O. Box 909  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909

Notice to Santa Fe Recovery Center to be sent to:

Chief Executive Officer  
5312 Jaguar Drive  
Santa Fe, NM 87505