Form A-954

PURCHASE CONTRACT

Project: Agua Fria and South Meadows Intersection Improvements Project

PCN # L500444, L500306, L500383, L500429, L500473 and LP50019

Parcel: 2-1; 2-TCP-2

THIS AGREEMENT made and entered into this _____ day of _____, 2022
between PAUL G. GARCIA AND IRENE M. GARCIA, HUSBAND AND WIFE
whose address is 5145 AGUA FRIA STREET, SANTA FE, NEW MEXICO 87507

Party of the First Part, and the City of Santa Fe, a political subdivision of the State of New Mexico, hereinafter referred to as the City. For the purposes of this contract, Party shall be deemed to be either singular or plural as the context requires.

WITNESSETH: For good and valuable consideration, receipt of which is hereby acknowledged, the Party of the First Part hereby delivers to the City, ONE (1) Warranty Deed for 2-1 and ONE (1) Temporary Construction Permit for 2-TCP-2 for the public improvement known as: Agua Fria and South Meadows Intersection Improvements Project situated in Santa Fe County, State of New Mexico, and subject to the following terms and conditions:

CONDITIONS:

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the Party of the First Part.

2. THIS CONTRACT embodies the whole Agreement between the parties hereto, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.

3. The Party of the First Part hereby agrees that the compensation herein provided to be paid includes full compensation for their interests, and the interests of their life tenants, remaindermen, reversioners, lienors and lessees, and any and all other legal and equitable interests which are or may be outstanding and said Party of the First Part agrees to discharge the same.

4. THIS CONTRACT shall be binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the City Manager or his/her authorized representative.

5. The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above. It is further understood and agreed that, except as noted or specified above, IMMEDIATE POSSESSION of said premises, and the right to enter thereon, is HEREBY GRANTED to the City, its duly authorized Agents and Contractors, upon receipt of payment by First Party.

6. The terms and conditions of this contract have been fully explained and are understood by the undersigned, and payment is to be made in accordance with the above conditions.

7. The consideration as set forth in the contract shall constitute full payment for the premises and all damages, of whatever nature, arising out of or by reason of the use of said premises for roadway purposes.

8. Terms and conditions contained on the reverse side of this contract are part of this contract as fully as if written on this side.

9. Party of the first part will hold the City harmless for any and all claims, demands or causes of action arising out of or as a result of the transactions as described herein.

THE CITY agrees to purchase the above described real estate, or interest therein, and to pay upon delivery of one (1) good and sufficient Warranty Deed and one (1) Temporary Construction Permit therefore, as follows:

Parcel	Sq. Ft.	$ / Unit	% Fee	Land	Improvements	Net Damages	Total
2-1	890	$3.00	100	$2,700.00	0.00	0.00	$2,700.00
2-TCP-2	2,671	$3.00	10	$850.00	0.00	0.00	$850.00

Total Compensation $ $3,550.00

CITY OF SANTA FE

By: John Blair
John Blair (Jun 27, 2022 14:35 MDT)
John Blair, City Manager Date: Jun 27, 2022

By: Alexis Lotero
Alexis Lotero (Jun 24, 2022 11:43 MDT)
Alexis Lotero, Interim Finance Director Date: Jun 24, 2022

By: Marcos Martinez
Marcos Martinez (Jun 8, 2022 16:11 MDT)
Senior Assistant City Attorney Date: Jun 8, 2022

By: Kristine Mihelcic
Kristine Mihelcic, City Clerk XIV Date: Jun 27, 2022

Party of the First Part: **PAUL G. GARCIA AND IRENE M. GARCIA, HUSBAND AND WIFE**

By: Paul G. Garcia Date: 4/12/22
PAUL G. GARCIA

Title: Property Owner

By: Irene M. Garcia Date: 5/12/2027

IRENE M. GARCIA

Title: Property Owner