



*City of Santa Fe, New Mexico*

# memo

**DATE:** July 28, 2014

**TO:** Public Works, CIP & Land Use Committee

**VIA:**   
Isaac J. Pino, P.E., Public Works Department Director

**FROM:** David A. Chapman, Grant Administrator / Writer / Interim ADA Coordinator 

**ISSUE:** Request for approval to acquire title of building, property and improvements, both current and proposed, of the Santa Fe Crisis Treatment Center aka Solace so that the City can distribute State allocated funds according to Severance Tax Bond (STB) Agreement 13-1771.

**SUMMARY:**

During the 2013 New Mexico State Legislative Session, the State Legislature allocated **\$216,000** to the Santa Fe Crisis Treatment Center, via a Severance Tax Bond (STB) Agreement, identified as 13-1771. The scope of the Agreement is “to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe.”

In order for the City to distribute the funds and resolve any anti-donation issues, the City must take ownership of the Santa Fe Crisis Treatment Center property which is located at 6601 Valentine Way in Santa Fe, New Mexico 87507. The terms of this transfer are outlined in Attachments A, B & C.

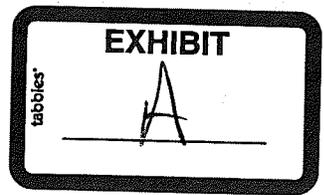
The City will serve as the Fiscal Agent for the appropriations in order to distribute funds for the purposes specified in the STB Agreement. The beneficiary of the funds will in turn provide services to the community specified in the proposed Operator Agreement between the City and the Santa Fe Crisis Treatment Center. The services will equal or exceed the grant amount.

**ACTION:**

Please recommend to the Finance Committee approval of the ownership transfer.

Enc. Exhibit A Consent and Agreement to Convey Mortgaged Property  
Exhibit B Lease/Repurchase Agreement  
Exhibit C Quitclaim Deed

Cc: Brian K. Snyder, City Manager  
Marcos A. Tapia, Finance Department Director



**CONSENT AND AGREEMENT TO CONVEY  
MORTGAGED PROPERTY**

THIS CONSENT AND AGREEMENT TO CONVEY MORTGAGED PROPERTY (hereinafter "Consent"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and among Solace Crisis Treatment Center (formerly known as the Santa Fe Rape Crisis & Trauma Treatment Center) (hereinafter referred to as "Mortgagor"), the New Mexico Finance Authority and Los Alamos National Bank (collectively referred to as "Mortgagees"), and the City of Santa Fe ("City") hereby consent to the transfer and conveyance of the building and other presently existing improvements, situated upon the land subject of the Mortgage referenced herein, to the City for the reasons stated below, subject to the terms and conditions provided herein.

**WHEREAS:**

A. Mortgagor is the owner of the fee simple interest in certain real property consisting of the land (hereinafter "Land") and improvements located thereon (hereinafter "Improvements") (collectively referred to as the "Mortgaged Property") located at 6601 Valentine Way, Santa Fe, New Mexico, 87507 which serves as its principal place of business from which it organizes, conducts, and otherwise performs all tasks in the pursuit of its mission.

B. Mortgagor and Mortgagees are parties to a properly executed and valid Mortgage on the Mortgaged Property, securing the debt of the Mortgagor to the Mortgagees, filed with the Clerk of Santa Fe County on February 2, 2009 as Instrument No. 1550886 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Exhibit A and the terms and conditions of the same are incorporated herein by reference.

C. The Mortgage at Paragraph 10 on Page 5 places specific restrictions on the Mortgagor's ability to sell, transfer, convey, or alienate the Mortgaged Property, for any purpose, without the prior written consent of the Mortgagees.

D. The Mortgagees will consent to a transfer or conveyance of the Improvements to the City on the terms and conditions stated herein.

E. The City has entered into a Grant Agreement with the Local Government Division of the New Mexico Department of Finance and Administration ("LGD") where LGD granted to the City funds in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to it by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe (hereinafter the "2013 Appropriation").

F. Mortgagor is the only sexual assault service provider and treatment center providing the following services in the City of Santa Fe: education and training to promote the prevention of sexual violence; maintenance of crisis response services for those affected by

sexual violence; assistance to survivors and their families to overcome the trauma associated with sexual violence; treatment and rehabilitation for people affected by sexual violence; therapeutic services to sexually aggressive children to stop the cycle of sexual violence; working with other groups, agencies, and organizations to inform, educate, respond and heal the community; providing a presence in the court to better ensure justice for all parties involved in sexual violence.

G. The City has determined that the services that Mortgagor provides are essential for the health, wellbeing, and safety of the community and there exists an ongoing need for such services to continue in the City of Santa Fe.

H. The City and Mortgagor have determined that the 2013 Appropriation should be utilized towards the design, improvement, equipment and renovation of the Improvements consistent with the terms and conditions of the 2013 Appropriation.

I. The City and Mortgagor recognize that utilizing the 2013 Appropriation for the purpose for which it was created will be for the benefit of the City and Mortgagor as well as the public which they serve.

J. In accordance with the terms of the Grant Agreement, the City shall expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements.

K. In order to satisfy the requirements of Article IX, Section 14 of the Constitution of the State of New Mexico, which prohibits donations to or in aid of any person, association, or public or private corporation, the City will require Mortgagor to convey and transfer to the City by way of a quitclaim deed, a copy of which is attached as Exhibit B, all its rights, title, and interest in the Improvements. After the expenditure of the full 2013 Appropriation to design, improve, equip and renovate the Improvements, Mortgagor intends to re-purchase the Improvements as improved and renovated from the City for the fair market value of the 2013 Appropriation improvements and/or services rendered in lieu of fair market value of the 2013 Appropriation improvements, pursuant to a Services Agreement and a Lease and Lease Repurchase Agreement which will be executed upon Mortgagees' written consent. Title to the Land will, at all times, remain with the Mortgagor and shall not transfer to the City.

NOW THEREFORE, in consideration of the foregoing, the following and for other good and valuable consideration the receipt of which is hereby acknowledged the parties agree as follows:

1. CONSENT TO TRANSFER AND CONVEY

a. Mortgagees consent that Mortgagor may transfer and convey the Improvements to the City, for the purpose stated in the recitals above which are incorporated herein, subject to the following conditions.

b. Mortgagees agree that the transfer and conveyance authorized by this Consent shall not give rise to a default under the Mortgage.

2. CONDITIONS OF CONSENT

a. Mortgagor shall remain obligated as provided by any promissory note or other instrument which is secured by the Mortgage, and nothing herein or in any other agreement in which the Mortgagor is a party concerning the Mortgaged Property, Land, or Improvements shall be construed to modify, revise, or otherwise impair Mortgagees' rights under the Mortgage or any obligations secured thereby.

b. Mortgagor shall continue to be bound by the terms and conditions of the Mortgage and nothing stated herein shall be construed to modify any term or condition therein agreed upon. Consequently, Mortgagor agrees that it will continue to act in accordance with all such terms and conditions of the Mortgage after the transfer and conveyance authorized by this Consent.

c. In the event of a default, as provided by the Mortgage, Mortgagees shall be entitled to avail themselves of all rights of which they are entitled under the Mortgage and applicable laws of the State of New Mexico, whether or not title to the Improvements have vested in the City or have been re-conveyed back to the Mortgagor. The parties acknowledge and agree that Mortgagees' rights and remedies with respect to the Mortgaged Property, including the right of foreclosure and sale, are unaffected by this Consent or the transactions contemplated herein except that in the event of a default by the Mortgagor, the City is hereby granted the right of first refusal to remedy the default, prior to the Mortgagees' exercising its rights and remedies under the Mortgage.

d. Mortgagor shall keep Mortgagees reasonably apprised of any material matters relating to the Mortgaged Property at the addresses indicated in the Mortgage at Paragraph 21.

e. Commonwealth Capitol City Title, Inc., as indicated by the signature of its authorized representative below, provides assurance that the Loan Policy of Title Insurance (Policy No. L 6311007873)(the "Policy") will continue to insure against all covered risks so long as the insured party under the policy retains an estate or interest in the Mortgaged Property or holds an obligation secured by a mortgage and that the Policy remains unaffected and of full force and effect by the completion of any of the transactions contemplated by this Consent.

IN WITNESS WHEREOF, the parties have executed this Consent as of the date last executed below.

**AS TO THE MORTGAGEES:**

\_\_\_\_\_  
Los Alamos National Bank

\_\_\_\_\_  
New Mexico Finance Authority

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**AS TO THE CITY:**

CITY OF SANTA FE:

\_\_\_\_\_  
JAVIER GONZALES, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
FINANCE DEPARTMENT

**STATE OF NEW MEXICO**      )

COUNTY OF SANTA FE ) ss.  
 )

**ACKNOWLEDGEMENT**

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_,  
2014 by TONY ORNELAS.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )

**ACKNOWLEDGEMENT**

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_,  
2014 by ROBERT GARCIA.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**AS TO THE MORTGAGOR:**

\_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ  
Executive Director  
Solace Crisis Treatment Center

\_\_\_\_\_  
DATE

**STATE OF NEW MEXICO**        )  
  ) ss.  
**COUNTY OF SANTA FE**        )

**ACKNOWLEDGEMENT**

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_,  
2014 by MARIA JOSE RODRIGUEZ CADIZ.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**AS TO THE CITY:**

\_\_\_\_\_

\_\_\_\_\_  
DATE

**STATE OF NEW MEXICO**       )  
  ) ss.  
**COUNTY OF SANTA FE**       )

**ACKNOWLEDGEMENT**

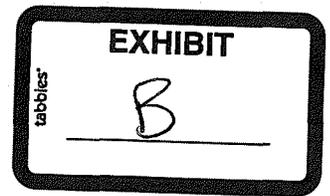
The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_,  
2014 by \_\_\_\_\_ of the City of Santa Fe.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_





**LEASE AND LEASE REPURCHASE AGREEMENT**

THIS LEASE AND LEASE REPURCHASE AGREEMENT, (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Santa Fe (hereinafter referred to as the “City”); and Solace Crisis Treatment Center (formerly known as the Santa Fe Rape Crisis & Trauma Treatment Center) (hereinafter referred to as “Solace”) is for the lease of real property by the City and the lease and repurchase of certain improvements and future renovations upon existing improvements to real property owned by Solace, which are owned by the City. This Agreement is conditioned upon all of the following occurring; 1) the City fully executes a Grant Agreement with the Local Government Division of the New Mexico Department of Finance and Administration (“LGD”) for the purpose of granting funds to the City in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to the LGD by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe (hereinafter the “2013 Appropriation”); 2) the New Mexico Finance Authority and Los Alamos National Bank fully executing the Consent to Mortgage, Exhibit B hereto; and 3) Solace executing the quit claim deed to the City, Exhibit C hereto.

**WHEREAS:**

A. Solace is the only sexual assault service provider and trauma treatment center providing the following services in the City of Santa Fe: education and training to promote the prevention of sexual violence; maintenance of crisis response services for those affected by sexual violence; assistance to survivors and their families to overcome the trauma associated with sexual violence; trauma treatment and rehabilitation for people affected by sexual violence; working with other groups, agencies, and organizations to inform, educate, respond and heal the community; providing a presence in the court on behalf of victims to better ensure justice for all parties involved in sexual violence.

B. Solace is the owner of certain real property and presently existing improvements (the “Improvements”) located at 6601 Valentine Way, Santa Fe, New Mexico, 87507 (the land underneath the Improvements, excluding the Improvements is hereinafter the “Real Property”) which is more particularly described in Exhibit A and which serves as its principal place of business from which it organizes, conducts, and otherwise performs all tasks in the pursuit of its mission.

C. Solace has expended federal and non-public funds to acquire, maintain, improve, and do all things necessary for the Real Property and Improvements thereon to serve as its principal place of business.

D. The City has determined that the services that Solace provides are essential for the health, wellbeing, and safety of the community and there exists an ongoing need for such services to continue in the City of Santa Fe.

E. The City and Solace have determined that the Improvements located on the Real Property are in need of repair and renovation, consistent with the terms and conditions of the Appropriation.

F. The City and Solace recognize that utilizing the 2013 Appropriation for its stated purpose will be for the benefit of the City and Solace as well as the public which they serve.

G. The City, in accordance with the Grant Agreement intends to expend the 2013 Appropriation to plan, design, repair, renovate and equip the Real Property (hereinafter "Renovations").

H. In order to satisfy the requirements of Article IX, Section 14 of the Constitution of the State of New Mexico, which prohibits donations to or in aid of any person, association, or public or private corporation, Solace has agreed to grant to the City by way of a quitclaim deed, a copy of which is attached as Exhibit C, all its rights title and interest in and to the existing improvements and the Renovations situated on the Real Property. Title to the Real Property shall remain with Solace.

I. Solace has an equitable interest in the Real Property and Improvements in so far as they were owned by Solace prior to being further improved and in so far as private funds of Solace contributed to the acquisition and Improvements to the Real Property.

J. Solace, prior to deeding the Improvements and the Real Property to the City, will seek and receive written approval of the attached Consent to Mortgage, Exhibit B, by the two existing mortgage holders, the New Mexico Finance Authority ("NMFA") and the Los Alamos National Bank ("LANB").

K. The City intends to make a determination that Solace as owner of the Real Property qualifies as the sole source under the procurement code for providing services through programs and activities upon the Real Property and utilizing the presently existing Improvements and future Renovations in pursuit of its mission.

L. The City and Solace have entered into a services agreement (hereinafter the "Services Agreement") for services to be performed by Solace for the repurchase of the presently existing improvements and Renovations.

M. The City wishes to lease the Real Property upon which the presently existing Improvements are and future Renovations will be located from Solace in order to ensure that the City has access to the Renovations so long as the Renovations are owned in fee by the City.

N. Solace wishes to, in the future, lease and repurchase the presently existing Improvements and Renovations in accordance with the Agreement by providing the City the

consideration of services rendered to the City in order to continue providing services consistent with its mission.

NOW THEREFORE, conditioned upon the City entering into and fully executing a Grant Agreement with the Local Government Division of the New Mexico Department of Finance and Administration ("LGD") for the purpose of granting funds to the City in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to the LGD by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe and upon NMFA and LANB fully executing the Consent to Mortgage and upon the quit claim deed by Solace to the City, and in consideration of the foregoing, the following and for other good and valuable consideration the receipt of which is hereby acknowledged the City and Solace hereby agree as follows:

1. QUIT CLAIM DEED OF THE IMPROVEMENTS FROM SOLACE TO THE CITY

Solace shall, by quit claim deed, convey all existing Improvements to the City, in the form attached as Exhibit C. The City shall record such deed in the County clerk's office, Santa Fe County, New Mexico.

2. LEASE OF SOLACE'S REAL PROPERTY UNDER THE IMPROVEMENTS AND RENOVATIONS TO THE CITY

Solace agrees to lease the Real Property under the existing Improvements and future Renovations to the City for one dollar per year for so long as the City is fee simple owner of the existing Improvements and future Renovations.

3. LEASE OF CITY OWNED PRESENTLY EXISTING IMPROVEMENTS AND RENOVATIONS BACK TO SOLACE

After the recordation of the quit claim deed, the City hereby agrees to lease to Solace the presently existing Improvements and the subsequent Renovations made pursuant to the 2013 Appropriation to Solace. The Rent for lease of the Improvements and Renovations shall be an amount equal to the total monthly mortgage obligation owed by Solace to Los Alamos National Bank and the New Mexico Finance Authority (hereinafter the "Lease Amount"). The Rent amount shall be paid monthly by Solace to Los Alamos National Bank and the New Mexico Finance Authority pursuant to the terms and conditions of any agreement establishing the manner for repayment of any loans secured by any mortgage on the Real Property or any improvements thereon and in accordance with the Consent to Mortgage executed by LANL and NMFA, attached hereto as Exhibit A. The lease between the City and Solace that currently exists

in which the City is to pay Solace for space in the presently existing improvements is suspended while the City owns that same space.

4. SALE OF THE PRESENTLY EXISTING IMPROVEMENTS AND RENOVATIONS BY THE CITY TO SOLACE

A. If requested in writing by Solace, after the completion of the Renovations made pursuant to the 2013 Appropriation, the City agrees to sell the presently existing Improvements and Renovations to Solace for an amount equal to the Appropriation plus any additional investment by the City or future legislative appropriations expended to make additional Renovations (the "Sale Amount"). The parties agree that the Sale Amount is subject to change in the event that the City or the State appropriates and utilizes additional funds for plan, design, repair, renovation and equipping, including purchasing and installing information technology and related infrastructure.

B. Upon such written request, Solace shall pay, as consideration, to the City the full Sale Amount, either by way of cash or, in lieu of cash, the documented provision of otherwise uncompensated services rendered by Solace to the City under the Agreement or otherwise. In return, the City agrees to convey to Solace, by quitclaim deed, all presently existing Improvements, Renovations made pursuant to the 2013 Appropriation, and any other interest it may have in the same, subject to the approval of this Lease Purchase Agreement pursuant to section ten below and make no further claims to the Real Property, presently existing Improvements, or Renovations.

5. SERVICES TO BE PROVIDED BY SOLACE TO CITY IN LIEU OF PAYMENT OF CASH FOR FULL SALE AMOUNT

As stated in Paragraph 4. B., Solace may repurchase the Improvements and Renovations from the City, either by way of cash or, in lieu of cash, may provide the services for the City, which are in addition to and uncompensated services currently being compensated for by other agreement. Such services may be in lieu of the full Sale Amount as long as the services are equal to or greater in value to the full Sale Amount. Solace agrees to provide the City with the necessary documentation to prove that it has fulfilled the full Sale Amount by the rendering of uncompensated services to the City.

6. FUTURE RENOVATIONS

Except for Renovations made pursuant to the 2013 Appropriation which have already been authorized, initiated, or completed, the parties agree that no future improvements shall be made which significantly increase the Sale Amount unless agreed upon in writing by the City and Solace.

7. TERM AND TERMINATION

A. This Agreement shall be effective from the date executed by both parties after approval and adoption by the Governing Body however, said execution shall not occur

until the Consent to Mortgage is fully executed by NMFA and LANB and the Deed is recorded at the Santa Fe County clerk.

B. This Agreement shall remain in effect until: 1) Solace pays cash the City in the Sale Amount; or 2) Solace provides, in lieu of cash, the documented value of uncompensated services to the City that is equal to or greater than all amounts due including both Lease amounts and the Sale Amount to the City for the lease and repurchase of the Renovations. If Solace fulfills B. (1) or (2) of this Paragraph, as determined by the City Manager in writing, then the City shall execute and deliver a quitclaim deed of the Improvements and the Renovations to Solace pursuant to this Agreement.

#### 8. ASSIGNMENT

Solace and City shall not assign or transfer any interest in this Lease Repurchase Agreement or assign any claims for money due or to become due under this Lease Repurchase Agreement.

#### 9. LIABILITY AND INSURANCE

It is expressly understood and agreed by and between Solace and the City that Solace shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from Solace's actions or inactions as a result of this Lease Repurchase Agreement. Solace shall maintain adequate general liability insurance for the Real Property and Renovations in at least the amount of \$1,000,000.00 and shall provide proof of such insurance coverage to the City.

#### 10. THIRD PARTY BENEFICIARIES

By entering into this Lease Repurchase Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Solace. No person shall claim any right title or interest under this Lease Repurchase Agreement or seek to enforce this Lease Repurchase Agreement as a third party beneficiary of this Lease Repurchase Agreement.

#### 11. RECORDS AND AUDITS

Solace shall maintain detailed time records which indicate the date, time and nature of all services which shall be credited as payments made toward lease and repurchase of the Renovations. These records shall be subject to inspection by the City, the Department of Finance and Administration, the State Auditor, and the Legislative Finance Committee. Any client-specific information produced, compiled, maintained, or produced by the Contractor, including protected health information, shall remain confidential and shall not be disclosed to the City or any other agency unless permitted by law.

12. APPROVAL BY ORDINANCE

The terms of this Lease Repurchase Agreement are contingent upon approval of this agreement by the City's Governing Body and the adoption of an ordinance, in accordance with notice and public hearing requirements of the City and State.

13. APPROVAL BY SECURED CREDITORS

The terms of this Lease Repurchase Agreement are contingent upon approval of this agreement by any creditor having a mortgage on the Real Property, in accordance with the terms and conditions of that creditor's agreement with Solace (Los Alamos National Bank and New Mexico Finance Authority).

14. SUBLEASES

Neither party shall sublease any portion of the Real Property, presently existing improvements, or Renovations, without the prior written approval of the other party.

15. FUTURE CONVEYANCES OF REAL PROPERTY, PRESENTLY EXISTING IMPROVEMENTS, OR RENOVATIONS

Neither party shall convey or encumber any interest in the Real Property, presently existing improvements, or Renovations, without the prior written approval of the other party.

16. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. APPLICABLE LAW

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed by both parties, whichever occurs last.

**CITY OF SANTA FE:**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
JAVIER GONZALES, Mayor

\_\_\_\_\_  
KELLEY BRENNAN, City Attorney

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, City Clerk

\_\_\_\_\_  
CITY FINANCE DIRECTOR

**CONTRACTOR:**

\_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ  
Executive Director  
Solace Crisis Treatment Center

SECURED CREDITORS:

Approved by:

LOS ALAMOS NATIONAL BANK

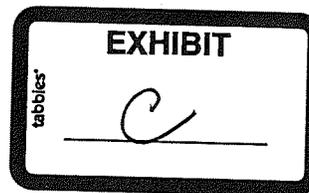
\_\_\_\_\_  
Authorized Representative of LANB

Approved by:

NEW MEXICO FINANCE AUTHORITY

\_\_\_\_\_  
Authorized Representative of NMFA

# QUITCLAIM DEED



The Grantor, Solace, whose address is 6601 Valentine Way, Santa Fe, New Mexico, 87507 for good and adequate consideration as set forth in the Lease and Lease Repurchase Agreement dated \_\_\_\_\_, 2014, quitclaims to Grantee, the City of Santa Fe, whose address is 200 Lincoln Ave., Santa Fe NM 87504, the following described real estate in Santa Fe County, New Mexico, being more particularly described as follows to-wit:

A certain tract of land located at 6601 Valentine Way, Santa Fe, New Mexico, 87507 Santa Fe, Santa Fe County, New Mexico and being more particularly described as follows, to wit:

Beginning at the [INSERT METES AND BOUNDS DESCRIPTION].

Subject to reservations, restrictions, easements of record, easements for existing utilities and taxes for the year of 2014 and thereafter.

Further, by this deed, the real estate is subject to the following conditions:

1. The property shall not be considered a legal lot of record for any purpose.
2. This parcel is subject to ten (10) foot wide public utility easements along the [INSERT] boundaries and a twenty (20) foot wide emergency access easement along the [INSERT] boundary.
3. Grantee shall not place permanent improvements within easements.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTEE:  
CITY OF SANTA FE

GRANTOR:  
SOLACE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

JAVIER GONZALES, MAYOR

EXECUTIVEDIRECTOR

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL,  
CITY CLERK

