

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into between the CITY OF GALLUP, New Mexico, a municipal corporation, hereinafter termed **Seller**, and, the GEORGE ATHENS REVOCABLE TRUST, hereinafter termed **Purchaser**.

RECITALS

WHEREAS, the Roman Catholic Diocese of Gallup, by warranty deed filed with the McKinley County Clerk on November 18, 1991, transferred a parcel of land designated as the north portion of Lot 4 in Block C of the First Unit of Burke-George Heights, an addition to the City of Gallup as shown on the plat filed in the McKinley County Clerk's Office on July 6, 1950; and

WHEREAS, said parcel was incorporated into a larger tract designated as Lot 1 of Replat Number 1 of a portions of Block B and Block C, Burke Heights Addition as the same is shown of the Plat of said Replat filed in the office of the McKinley County Clerk on October 3, 2005; and

WHEREAS, said Lot 1 was utilized by the City to develop a dog park beginning in 2012; and

WHEREAS, a small portion of said Lot 1 is isolated from the remainder of the parcel by the drainage known as the Little Puerco or Little Puerco Wash; is inaccessible from the dog park, and is of no use to the City for any municipal purpose; and

WHEREAS, the size and location of the isolated portion of Lot 1 is such that it has no commercial value as a separate parcel as a business could not be located on the parcel that complies with set-back, parking, and other land development standards; and

WHEREAS, the isolated portion of Lot 1 is of value only to an adjoining landowner, and the only adjoining landowner is George Athens, and

WHEREAS, in anticipation of the sale of the isolated portion of Lot 1 to George Athens, the City granted a fencing permit to George Athens in 2016 to place a fence around part of the isolated portion of Lot 1 which has been used as parking by a business operating on the adjoining land owned by George Athens; and

WHEREAS, a purchase agreement was verbally agreed to between a previous City Attorney and George Athens in 2016 which provided for a purchase price of \$2.00/sq.ft., however the agreement was not reduced to writing and presented to City Council for approval; and

WHEREAS, the assessed value of the lot from which this parcel is being subdivided is approximately \$0.71/sq.ft., the assessed value of the adjoining parcel owned by George Athens is approximately \$3.80/sq.ft., and the assessed value of surrounding properties are in a range of \$1.10 sq.ft. and \$3.80/sq. ft.; and

WHEREAS, the value of \$2.00/sq.ft. is reasonable in light of the lack of commercial marketability of the parcel due to its size and location; and

WHEREAS, there is no reason not to complete the 2016 agreement to sell the parcel to George Athens;

THEREFORE, IN CONSIDERATION of the covenants and promises contained herein, it is agreed as follows:

1. Seller hereby agrees to sell to **Purchaser**, and **Purchaser** hereby agrees to purchase from **Seller**, the following described real property located within McKinley County, New Mexico:

A tract of land lying with Lot 1 of Replat Number 1 of a portions of Block B and Block C, Burke Heights Addition as the same is shown of the Plat of said Replat filed in the office of the McKinley County Clerk on October 3, 2005, being more particularly described as follows:

Commencing on the Southwest Corner of said Lot 1;

thence N12°51'26"W along the east right-of-way line of NM State Highway 610 (AKA South Second Street) 239.25' to a point of curve to the right;

thence along said curve and east right-of-way line of said Highway 610, having a radius of 2242.00', an arc length of 185.86', a long chord of 185.81' bearing N10°28'57"W to a point, said point being the southwest corner of the tract and the real point of beginning;

thence continuing along said curve to the right having a radius of 2242.00', an arc length of 98.48', a long chord of 98.47' bearing N6°50'57"W to the northwest corner of the tract;

thence N70°02'09"E 83.23' to the northeast corner of the tract;

thence S6°30'31"W 76.28' to the southeast corner of the tract;

thence S48°55'49"W 76.71' to the southwest corner of the tract to the point of beginning;

containing 0.138 acres (6000 sq. ft.) more or less and as shown on the Boundary Survey attached to this agreement as Exhibit 1.

2. Within forty-five (45) days of the effective date of this agreement, Purchaser shall submit to the City of Gallup Planning and Development Department a subdivision plat to designate the property described above as a separate lot.

3. **Seller** agree that, upon approval of the subdivision plat, it will, within fifteen (15) days, prepare a Special Warranty Deed conveying merchantable title to said property, to be delivered to the **Purchaser** at the time of closing of this sale.

4. **Purchaser** agrees to pay to **Seller**, and **Seller** agree to accept from **Purchaser**, as the full purchase price for said property, the sum of Twelve Thousand and no/100 Dollars (\$12,000.00) Dollars payable at the time of closing of this sale.

7. The **Seller** agrees that any liens or encumbrances of record will be paid by the **Seller** and released on or before the time of closing of this sale.

5. It is agreed that **Purchaser** shall pay any real property taxes that become due for the 2020 tax year.

6. It is specifically understood and agreed that said unimproved real property is being sold and purchased "as is" and that **Seller** make no warranty or guarantee concerning the condition of said unimproved real property.

8. This agreement shall become effective upon the date it is executed below by the Mayor of the City of Gallup, subsequent to approval of the agreement by the Gallup City Council.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

SELLER: CITY OF GALLUP

Mayor
ATTEST:

Date

Alfred Abeita II, City Clerk

PURCHASER: GEORGE ATHENS REVOCABLE TRUST

George Athens
George Athens, Trustee

Acknowledged before me by George Athens this 27 day of March, 2020.

Shirley Roper
NOTARY PUBLIC

My commission expires: 06/28/2023

