



To: Governing Body

From: Carly Venditti, Metropolitan Redevelopment, Deputy Director

CC: Andrea Phillips, Deputy City Manager & Interim Finance Director

Date: April 22, 2026

Re: A Memorandum of Understanding Finalizing the land swap between the City of Santa Fe and the New Mexico General Services Division

Executive Summary

The approval of this Memorandum of Understanding will finalize the land swap between the City of Santa Fe and the New Mexico General Services Division (GSD), documenting the conditions of the land transfer. The conveyance of property will occur in two installments; the first including 4491 Cerrillos Road, NM DPS Campus for Tracts A, B, D, and 3, followed by the conveyance of Tract O-1 at a later date.

Tract O-1 will not be conveyed to the City of Santa Fe until the known asbestos and lead pollutants are remediated. Remediation will be facilitated by the New Mexico General Services Department (GSD) with quarterly reports on progress. The General Services Department will maintain the right to store vehicles on Tract D for up to two years after the conveyance, with the City of Santa Fe holding the right to demolish the existing garage facility on site with minimum 60-days' notice.

Reason for the Exchange and Transfer

As addressed in the City's Resolution 2022-64, the City's acquisition of the State Property is in the best interest of the public because it will assist the City in comprehensively implementing the Midtown Redevelopment Plans and developing the former campus of the College of Santa Fe and the Santa Fe University of Art and Design, now referred to as the City's "Midtown Site."

The City underwent years of community engagement to understand the community's vision and is now proceeding with implementation and would welcome support from the State via this initiative. The Midtown Redevelopment Plans call for a minimum of 1,100 housing units, with a minimum of 30% of all units designated as affordable. The City's Metropolitan Redevelopment Agency may surpass the initial housing projections with increased economic development in technology and innovation along with additional community institutions such as childcare with the acquisition of this 7.9-acre parcel.

The transfer of real property is composed of the following parcels;

City Owned Real Property

1. Tract 993066169 4491 Cerrillos Road NM DPS Campus (land only) - 34.97 acres



State Owned Real Property

1. Tract O (99304422) 1600 Saint Michaels Dr. Midtown – 7.9 Acres
2. Tract A (99307381) Siringo Road – 3.6 Acres
3. Tract B (99307382) Siringo Road – 3.73 Acres
4. Tract D (99307385) Siringo Road – 3.420 Acres
5. Tract 3 (99304043) Siringo Road - 0.88 Acres

The table below includes the State Property and City Properties and appraised values at the time of the initial proposed land swap as granted by City of Santa Fe Resolution 2022-64 in addition to the cost to remediate Tract O of known asbestos pollution at the expense of the General Services Department.

STATE OF NEW MEXICO			
Tract #	Location	Acres	Appraised (or estimated) Value as of 11/21/2022
99304422	1600 Saint Michaels Dr. Midtown Campus Tract O-1	7.908	\$3,030,000.00
	Tract O Asbestos Remediation Estimate		\$ 2,303,064.12
99307381	Tract A Siringo Road	3.608	\$830,000.00
99307382	Tract B Siringo Road	3.730	\$950,000.00
99307385	Tract D Siringo Road	3.420	\$1,340,000.0
99304043	Tract 3 Siringo Road	0.88	\$350,000.00
State Property Total		19.546	\$8,803,064.12
CITY OF SANTA FE			
993066169	Cerrillos Road NM DPS Campus	34.976	\$8,630,000.00

The Governing Body approved this request, followed by the subsequent, unanimous approval by the State Legislator through Senate Joint Resolution 7 during the 2026 Legislative Session.

Attachments

Memorandum of Understanding

4491 Cerrillos Road NM DPS Campus Quitclaim Deed

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FACILITIES MANAGEMENT DIVISION OF THE
GENERAL SERVICES DEPARTMENT AND
THE CITY OF SANTA FE METROPOLITAN
REDEVELOPMENT AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the Facilities Management Division (FMD) of the New Mexico General Services Department (GSD), and the City of Santa Fe Metropolitan Redevelopment Agency (MRA).

RECITALS

WHEREAS, GSD/FMD is a public entity that is authorized by the New Mexico State Legislature for the performance of this MOU under the authority of NMSA 1978, Section 9-17-5, as granted and delegated to the Secretary of the Department to make contracts to carry out its delegated duties; FMD has all the powers, duties and authority as designated and delegated under NMSA 1978, Section 15-3B-1, *et seq*;

WHEREAS, the City of Santa Fe, Metropolitan Redevelopment Agency (MRA) is a department of the City that is authorized for the performance of this MOU under the authority of NMSA 1978, Sections, 3-18-1(B) and 3-60A-10, to make contracts to carry out its delegated duties; in the activities and project described in this MOU;

WHEREAS, NMSA 1978, sec. 3-54-2(D) allows a municipality to “exchange or donate real or personal property to the state... if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration.” and

WHEREAS, on February 18, 2026, the New Mexico Legislature approved Senate Joint Resolution 7, “A Joint Resolution Ratifying And Approving The Exchange Of Real Property By The General Services Department With The City Of Santa Fe Of Five Parcels Of State-owned Real Property Located Within The City Of Santa Fe For One Parcel Of City-owned Property Located Within The City Of Santa Fe”, attached as Exhibit A;

AGREEMENT

PURPOSE

The purpose of this MOU is to provide a specific description of the respective duties, powers and rights of the parties with regard to the land swap establish a mutual understanding between GSD/FMD, and the City of Santa Fe and the MRA for terms affiliated with Senate Joint Resolution 7 (SJR7) for a land swap approved by the New Mexico State Legislature during the February 2026 Session. As approved in SJR7, the State General Services Department will swap Tracts on and adjacent to

the Midtown campus including Tracts O-1, A, B, D, and 3 for city-owned 4491 Cerrillos Road, Santa Fe, NM 87507 currently leased to the New Mexico Department of Public Safety, SJR7 is included as Exhibit A.

The New Mexico General Services Department and City of Santa Fe have agreed to the following terms and contingencies;

1. The City of Santa Fe Metropolitan Redevelopment Agency seeks remediation of Tract O-1 for known asbestos and lead paint prior to the exchange of land title. The actual conveyance of Tract O-1 shall not occur until the New Mexico General Services Department remediates the parcel. New Mexico General Services Department project management staff will provide quarterly updates throughout the remediation process.
2. The New Mexico General Services Department shall have continuing property access and a license to enter and shall maintain use of Tract D for state business uses to include the storage of vehicles for up to two years following the effective date of this MOU. Additionally, and specifically, GSD shall have continuing property access to the garage building on Tract D and also shall have access to maintain use of the garage building onsite for up to one year following the effective date of this MOU: with the opportunity to demolish this garage sooner if both parties to this MOU agree in writing with a minimum of 60 days' notice.

Subject to the provisions of paragraphs 1 and 2 above, upon the adoption of the Memorandum of Understanding, the City of Santa Fe and State of New Mexico shall exchange title to tracts O-1, A, B, D, and 3 on and adjacent to the Midtown campus for city-owned 4491 Cerrillos Road, Santa Fe, NM 87507.

A. TERM

Upon approval by the Parties as indicated by the signatures of their authorized representatives affixed below, this MOU shall be effective on the date that last party signs the document. This MOU shall remain in effect, unless terminated by either party in accordance with **Section G - Termination**.

B. AMENDMENT

This MOU shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto. GSD/FMD may request amendment to this MOU from time to time in order to conform the Project to specific necessities or needs or requirements, and those requests shall be considered and executed in a timely manner not to exceed three (3) business days.

C. MERGER

This MOU with Attachments incorporates all MOUs, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, MOUs and understandings have been merged into this written MOU. No prior MOU or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

D. APPLICABLE LAW

The laws of the State of New Mexico shall govern this MOU, without giving effect to its choice

of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

E. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's negligence, acts or omissions in connection with this MOU. The State (“GSD/FMD”) and City (“MRA”) are subject to the immunities and limitations of the New Mexico Tort Claims Act and the Constitution and laws of the State of New Mexico.

F. ENFORCEMENT OF MOU

A party's failure to require strict performance of any provision of this MOU shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this MOU shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

G. TERMINATION

This MOU shall terminate upon a minimum of a Thirty (30) day advance written notice given by either party to the other that the terms under this agreement are no longer applicable and is to be terminated, but in no event shall any rights of access or license granted to enter the property under numbered paragraphs number 1 and 2 above be terminated before two years from signing and entering into this MOU.

H. CONTACTS

Any notice relating to breach or termination of this MOU shall be in writing and shall be delivered by U.S. mail, either first class or certified, return receipt requested, postage prepaid, and by email as follows:

To GSD/FMD:
Facilities Management
Division Attn: Real Property
Manager 2542 Cerrillos Road
Building T-187
Santa Fe, New Mexico 87505
Stella.Chavez@gsd.nm.gov

To City of Santa Fe, MRA:
Metropolitan Redevelopment Agency
Attn: Carly Venditti, Deputy Director Metropolitan
Redevelopment Agency, Santa Fe, NM 87505
Cavenditti@santafenm.gov

The notice shall be deemed to have been given/received upon the date mailed or emailed and actually received. Where applicable, if the dates of mailing and emailing are not identical, then

the later date will be deemed to be the date notice was provided.

I. AUTHORITY

The representatives of the entities below represent that they have the power and authority to bind their respective agency or agencies to the MOU and to the specific purposes enunciated herein; and, each expressly warrants and affirms that no further action, resolution, or approval is necessary to enter into this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date of signature of the last signature below.

FACILITIES MANAGEMENT DIVISION of the GENERAL SERVICES DEPARTMENT

State of New Mexico

Recommended by:

By: *Peter J Barrington*
Peter J Barrington (Apr 23, 2026 18:01:17 MDT)

Date: Apr 23, 2026

Peter J. Barrington, Deputy Division Director
Facilities Management Division

Reviewed for Legal Sufficiency:

By: *Alexis Johnson*
Alexis Johnson (Apr 23, 2026 17:24:21 MDT)

Date: Apr 23, 2026

Alexis Johnson, Acting General Counsel
General Services Department

Approved by:

By: *Anna.Silva*
Anna.Silva (Apr 24, 2026 13:46:15 MDT)

Date: Apr 24, 2026

Anna Silva, Cabinet Secretary
NM General Services Department
Facilities Management Division

City of Santa Fe

Approved by Governing Body

By: _____

Date: _____

Michael Garcia, Mayor

Attest:

By: _____

Date: _____

Gerlyn Cardenas, City Clerk

Approved as to Finance:

By: _____

Date: _____

Andrea Phillips, Deputy City Manager & Interim Finance Director

Approved for Legal Sufficiency:

By: *Marcos Martinez*
Marcos Martinez (Apr 24, 2026 14:06:26 MDT)

Date: Apr 24, 2026

Marcos Martinez, City Attorney












MOU Land Swap Terms V4

Final Audit Report


2026-04-24

Created:	2026-04-23
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0ZpMN3t3q9VqmiZizbnADCK0zL2PHO5d


"MOU Land Swap Terms V4" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-23 - 7:05:05 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Johnson (alexis.johnson@gsd.nm.gov) for signature
2026-04-23 - 7:06:00 PM GMT
-  Email viewed by Alexis Johnson (alexis.johnson@gsd.nm.gov)
2026-04-23 - 8:34:35 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Johnson (alexis.johnson@gsd.nm.gov)
Signature Date: 2026-04-23 - 11:24:21 PM GMT - Time Source: server- IP address: 164.64.62.10
-  Document emailed to Peter Barrington (peter.barrington@gsd.nm.gov) for signature
2026-04-23 - 11:24:22 PM GMT
-  Email viewed by Peter Barrington (peter.barrington@gsd.nm.gov)
2026-04-24 - 0:00:20 AM GMT- IP address: 104.47.65.254
-  Signer Peter Barrington (peter.barrington@gsd.nm.gov) entered name at signing as Peter J Barrington
2026-04-24 - 0:01:15 AM GMT- IP address: 24.121.211.201
-  Document e-signed by Peter J Barrington (peter.barrington@gsd.nm.gov)
Signature Date: 2026-04-24 - 0:01:17 AM GMT - Time Source: server- IP address: 24.121.211.201
-  Document emailed to Anna Silva (anna.silva2@gsd.nm.gov) for signature
2026-04-24 - 0:01:19 AM GMT
-  Email viewed by Anna Silva (anna.silva2@gsd.nm.gov)
2026-04-24 - 12:44:18 PM GMT- IP address: 146.75.203.0
-  Signer Anna Silva (anna.silva2@gsd.nm.gov) entered name at signing as Anna.Silva
2026-04-24 - 7:46:13 PM GMT- IP address: 164.64.62.10



 Document e-signed by Anna.Silva (anna.silva2@gsd.nm.gov)

Signature Date: 2026-04-24 - 7:46:15 PM GMT - Time Source: server- IP address: 164.64.62.10

 Document emailed to Marcos Martínez (mdmartinez@santafenm.gov) for signature

2026-04-24 - 7:46:17 PM GMT

 Email viewed by Marcos Martínez (mdmartinez@santafenm.gov)

2026-04-24 - 8:06:03 PM GMT- IP address: 63.232.20.2

 Document e-signed by Marcos Martínez (mdmartinez@santafenm.gov)

Signature Date: 2026-04-24 - 8:06:26 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2026-04-24 - 8:06:26 PM GMT

QUITCLAIM DEED

The **CITY OF SANTA FE, A MUNICIPAL CORPORATION** (Grantor), whose address is 200 Lincoln Avenue, Santa Fe, New Mexico, 87504-0909, for consideration paid, quitclaims to the **STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT – FACILITIES MANAGEMENT DIVISION** (Grantee), whose address is 2542 Cerrillos Road, Building T-187, Santa Fe, New Mexico 87502, the following described real property within the City and County of Santa Fe, New Mexico, being more particularly described as follows to-wit:

Beginning at a Brass Cap in concrete stamped “NMDOT POT 1619+32.93 PS 12178” located along the southerly boundary of the parcel herein described, thence from said point of beginning, S. 00° 10’ 01” E., a distance of 30.03 feet to a Brass Cap in concrete stamped “NMDOT POT 1619+06.14 PS 12178” located along the southerly boundary of the parcel herein described; thence S. 89° 47’ 43” W., a distance of 75.84 feet to a Brass Cap in concrete stamped “NMDOT POT 1618+72 PS 12178” located along the southerly boundary of the parcel herein described; thence S. 00° 02’ 05” W., a distance of 0.36 feet to a set 5/8 inch rebar; thence N. 89° 57’ 55” W., a distance of 230.70 feet to a point; thence N. 89° 57’ 55” W., a distance of 137.70 feet to a point; thence along a curve to the Left, with Delta = 005° 26’ 14”, Length = 184.37’, Radius = 1942.86 feet, Chord Bearing = S. 87° 15’ 58” W., and Chord = 184.30 feet; thence S. 84° 35’ 51” W., a distance of 49.75 feet to a chiseled mark in concrete; thence along a curve to the Right, with Delta = 004° 33’ 26”, Length = 149.28’, Radius = 1876.86 feet, Chord Bearing = S. 86° 52’ 34” W., and Chord = 149.24 feet; thence S. 89° 09’ 17” W., a distance of 678.16 feet to a 5/8” rebar; thence N. 84° 11’ 27” W., a distance of 120.81 feet to a 5/8” rebar; thence S. 89° 09’ 17” W., a distance of 120.00 feet to a 5/8” rebar being the southwest corner of the parcel herein described; thence N. 20° 01’ 50” W., a distance of 357.04 feet to a 5/8” rebar being the northwest corner of the parcel herein described; thence along a curve to the Right, with Delta = 90° 00’ 00”, Length = 39.27’, Radius = 25.00 feet, Chord Bearing = N. 24° 58’ 10” E., and Chord = 35.36 feet to a 1” diameter iron pipe; thence N. 69° 58’ 10” E., a distance of 1178.63 feet to a 5/8” rebar; thence along a curve to the Left, with Delta = 026° 09’ 21”, Length = 301.27 feet, Radius = 659.41 feet, Chord Bearing = N. 56° 53’ 30” E., and Chord = 298.42 feet to a 1” diameter iron pipe; thence N. 43° 48’ 50” E., a distance of 6.83 feet to a 5/8” rebar set along the northerly boundary of the parcel herein described; thence S. 66° 48’ 49” E., a distance of 1206.65 feet to a ½ rebar being the southeast corner of the parcel herein described; thence S. 26° 35’ 59” W., a distance of 459.95 feet to a Brass Cap in concrete stamped “NMDOT DEPT SURVEY POINT”; thence S. 89° 48’ 52” W., a distance of 412.82 feet to the point and place of beginning. Being and intended to be the parcel located at 4491 Cerrillos Road, Santa Fe, NM, as shown and delineated on plat entitled “BOUNDARY SURVEY PLAT OF CITY OF SANTA FE LEASE PARCEL PROJECTED SECTION 7 TOWNSHIP 16 NORTH, RANGE 9 EAST, N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO..”, filed for record on September 24, 2019 as Instrument No. 1897461 in Plat Book 855, page 16, records of Santa Fe County, New Mexico, containing 34.9764 acres more or less.

The above described real estate is conveyed to the Grantee as is, and is subject to covenants, restrictions, rights of way and easements of record. The Grantor having quitclaimed the above described real property to the Grantee for adequate consideration conveyed to Grantor by the Grantee, Grantor declares that this quitclaim deed is freely and fairly made.

