

PURCHASE AGREEMENT

AGREEMENT between Estella Rivera, a _____ woman, hereinafter referred to as **Seller**, and the Board of County Commissioners (“BCC”) of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Buyer**.

IT IS HEREBY AGREED AS FOLLOWS:

That Seller shall sell and Buyer shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, an 8,219.7 square feet portion in fee interest and a 1,266 square feet temporary construction easement in, on, over, under, across and through the real property (the “Property”) as described on the following exhibits:

Exhibits “A” and “A-1” describing and depicting 7,056.7 square feet of a portion of a parcel identified as parcel 2 and also depicting a 1,266 square feet temporary construction easement (“TCE”);

Exhibits “B” and “B-1” describing and depicting 1,163 square feet of a portion of a parcel identified as parcel 2A.

SEE ATTACHED EXHIBITS “A”, A-1”, “B” & “B-1”

Together with all improvements thereon (as defined in the Summary Statement of Offer to Purchase and Improvement Report attached hereto as Exhibit “C”), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Seller to Buyer in relation to the public improvement known as: The Santa Fe River Greenway Project (“Project”).

Purchase Amount: The Buyer shall pay the following amounts to the Seller, subject to the terms and conditions herein set forth:

\$8,300.00	Fee interest description
\$300.00	TCE - 2 year term (Rent)
\$8,600.00	<i>Total Compensation</i>

The performance of this Agreement constitutes the entire consideration by the Buyer, including just compensation as required by law and shall relieve the Buyer of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Buyer for closing of sale. Seller shall place into escrow all necessary documents to convey the above referenced real property interests to Buyer free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall

be required to provide any necessary releases or consents for the Property. The escrow agent shall make prorations based on the date of closing and the size of the Property. All escrow fees, document preparation expenses and recording fees shall be paid by Buyer. If title insurance is desired by Buyer, it shall pay a premium therefor. Transfer of fee title shall be by Warranty Deed in a form approved by the Buyer. All other forms of interest to be conveyed shall be on a form approved by the Buyer.

No Sale or Encumbrance: The Seller shall not sell or encumber the Property prior to closing.

Closing: Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Buyer; or 30 days after receipt of all necessary releases or consents to convey the Property free and clear of all liens and encumbrances.

Leases: Seller represents that the leases identified in Exhibit "C" are the only leases, rental agreements, or agreements permitting someone to use or occupy the Property and that Seller has provided Buyer with copies of all such agreements or leases. Upon Buyer's request, Seller shall cause its tenants to provide to Buyer estoppel certificates in a form acceptable to Buyer.

Sale in Lieu of Condemnation: The sum paid by Buyer represents full and complete payment due Seller, including but not limited to any and all severance damages as to any remaining property owned by Seller. Seller herein acknowledges the sale of real property to the Buyer may have tax consequences to Seller, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

Inspection: The Seller shall permit the Buyer to conduct such inspections of the Property and/or the Seller's remaining property as the Buyer deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Environmental: During pre-construction due diligence, Buyer shall obtain a Phase I ESA at Buyer's sole expense. If any environmental inspection reveals the presence of contamination or the need to conduct any environmental cleanup, the Seller shall remediate all contamination within the Property to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Buyer prior to closing. Seller defends, indemnifies, and holds the Buyer and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Seller's property and any claims or damages in any way relation to or arising out of the removal, treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Seller's property.

Possession: The Seller hereby grants to the Buyer, its agents and assignees, Right of Entry to the Property for project related purposes including but not limited to construction. If this Agreement is not acted upon by the Buyer within 90 days of the Seller's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action. Possession of the Property shall be given to Buyer upon close of escrow and recording of the documents conveying the Property.

Risk of Loss: The Seller shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Property prior to close of escrow and recording of the documents conveying the Property.

No Salvage: The Seller shall not salvage or remove any fixtures, improvements or vegetation located within the Property without prior written approval of the Buyer. Any personal property located on or within the Property must be removed prior to close of escrow.

Broker's Commission: No broker or finder has been used and the Buyer shall owe no brokerage or finder's fee related to this transaction. The Seller has the sole obligation to pay all brokerage or finders fees to any agent employed by Seller.

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This Agreement contains the entire agreement between the Seller and Buyer. All understandings, conversations and communications, oral or written, between Seller and Buyer, or on behalf of either of them, are merged into and superseded by this Agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Seller and the Buyer.

Binding Effect: This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Seller sells or attempts to sell an interest in any portion of the subject property of which the Property is a part, Seller agrees to tender this Agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

Authority: Buyer represents and warrants that it is a political subdivision of the State of New Mexico duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder. Seller represents and warrants that they are individuals all with the power and authority to execute this agreement through the signature(s) below, and to perform the obligations hereunder.

Seller accepted this 18 day of February, 2016.

Estella Rivera
Estella Rivera

Buyer agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Buyer accepted this _____ day of _____, 20__.

SANTA FE COUNTY:

Katherine Miller
Katherine Miller, Santa Fe County Manager

Date: 2-25-16

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney

Date: 2/22/16

FINANCE DEPARTMENT APPROVAL:

Carole H. Jaramillo
Carole H. Jaramillo
County Finance Director

Date: 2/23/16

Exhibit "A"

Legal Description of Parcel 2 and Temporary Construction Easement

PARCEL 2 DESCRIPTION

ALL THAT PORTION OF LAND, AS SHOWN ON BOUNDARY SURVEY PREPARED FOR STELLA RIVERA RECORDED AS BOOK 769 PAGE 10 IN THE OFFICE OF THE SANTA FE COUNTY CLERK, SAID PARCEL LYING WITHIN SHC 412 LOT 4 AND LOT 23 SECTION 33, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., CITY AND COUNTY OF SANTA FE, NEW MEXICO WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF PARCEL 2, WHICH LIES N42°17'51"E 193.16 FEET FROM A #4 REBAR LS 5217, MARKING THE NORTHWEST CORNER OF THE AFORESAID PARENT PROPERTY

THENCE N42°17'51"E, 177.32 FEET;

THENCE N62°10'24"E, 77.06 FEET;

THENCE S15°28'01"E, 18.71 FEET;

THENCE S46°06'23"W, 203.17 FEET;

THENCE S79°52'09"W, 46.79 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.162 Ac., MORE OR LESS.

ALONG WITH A 5 FEET WIDE TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING OFFSET FROM THE SOUTHERLY BOUNDARIES OF PARCEL 2, CONTAINING 1266 SQ.FT., MORE OR LESS.

ALL AS SHOWN MORE COMPLETELY ON EXHIBIT B ATTACHED HERETO.

Diego J. Sisneros
DIEGO J. SISNEROS, N.M.P.L.S. 13986



3/19/2014

EXHIBIT A

Exhibit "A-1"
Legal Description Drawing of Parcel 2 and Temporary Construction Easement

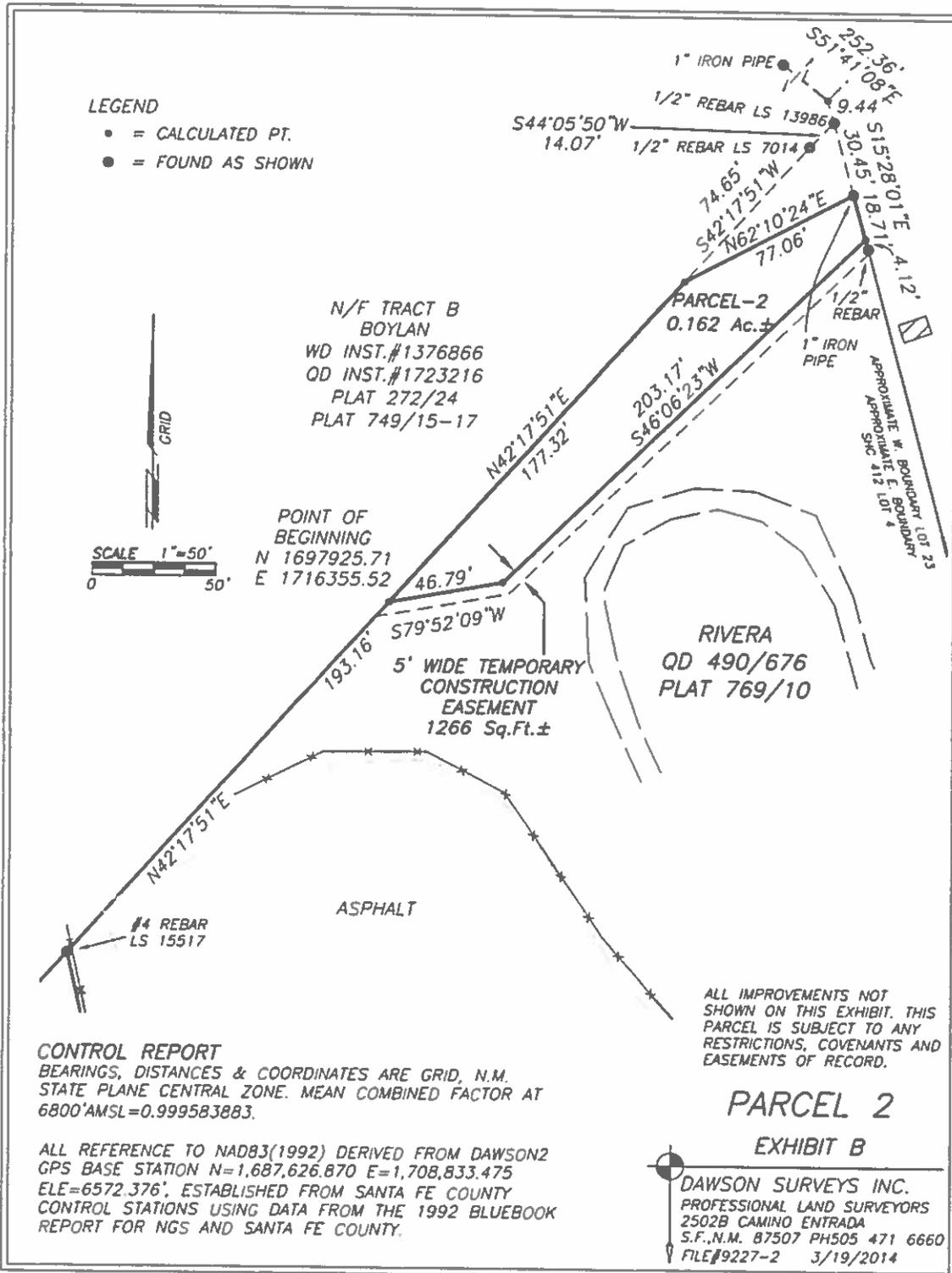


Exhibit "B"
Legal Description of Parcel 2A

PARCEL 2A DESCRIPTION

ALL THAT REMAINDER OF SHC 412 LOT 4 AND LOT 23 SECTION 33,
TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M., CITY AND COUNTY OF
SANTA FE, NEW MEXICO, WHICH PORTION MAY BE MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF PARCEL 2A, WHICH LIES
N42°17'51"E 370.48 FEET FROM A #4 REBAR LS 5217,

THENCE N42°17'51"E, 74.65 FEET;

THENCE N44°05'50"E, 14.07 FEET;

THENCE S15°28'01"E, 30.45 FEET;

THENCE S62°10'24"W, 77.06 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING
1163 Sq.Ft., MORE OR LESS. ALL AS SHOWN MORE COMPLETELY ON
EXHIBIT B ATTACHED HERETO.

Diego J. Sisneros
DIEGO J. SISNEROS, N.M.P.L.S. 13986



3/19/2014

EXHIBIT A

Exhibit "B-1"
Legal Description Drawing of Parcel 2A

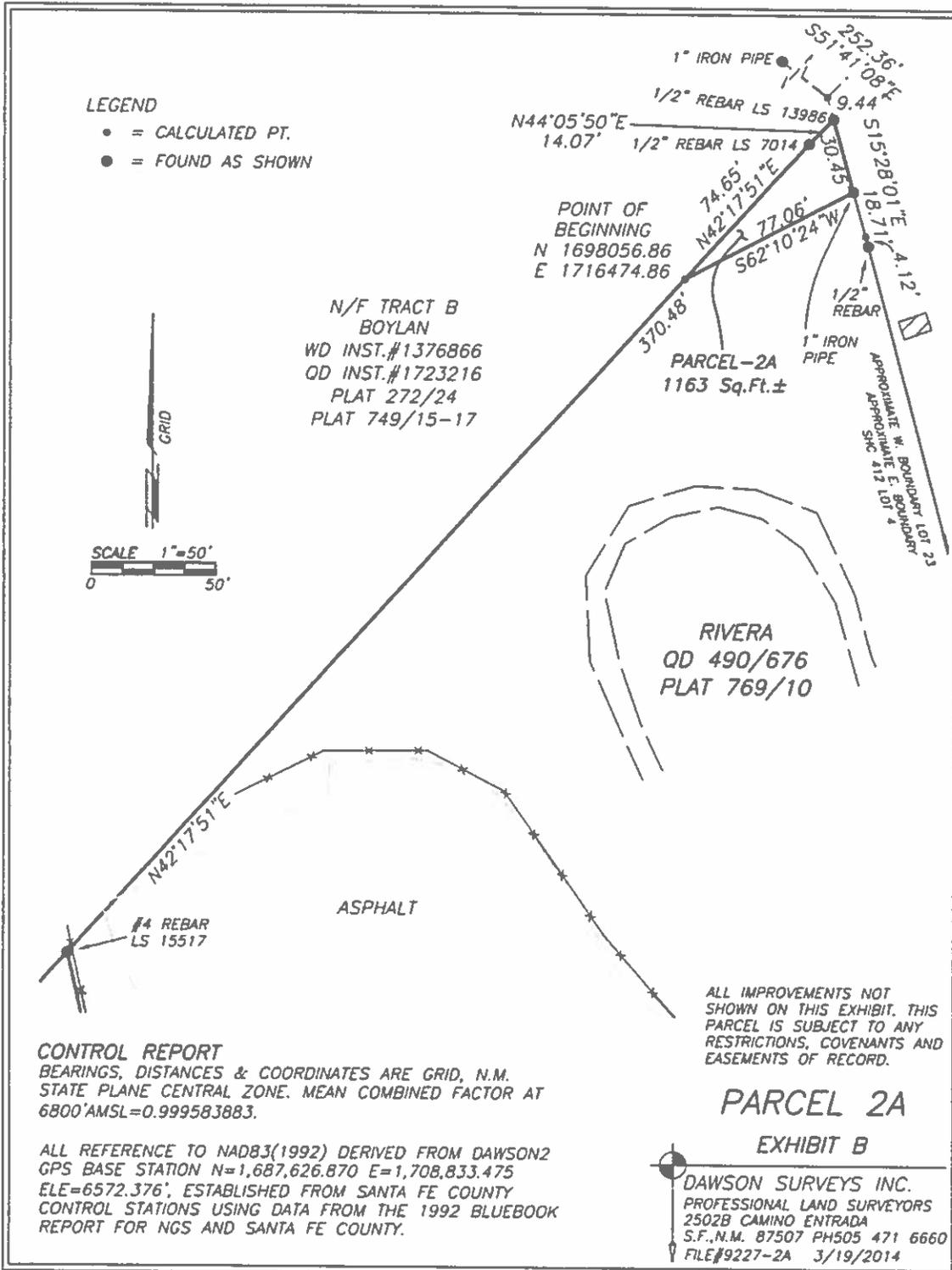


Exhibit "C"

**SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of December 15, 2015, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: Sec. 33, T17N, R9E
UPC No.: 1051097205453000000
Property of: Estella Rivera

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest	8,219.7 sq. ft.	\$1.00	\$ 8,219.70
Temporary Construction Easement - 2 year term (Rent)	1,266 sq. ft.	\$0.20	\$ 300.00
TOTAL JUST COMPENSATION			\$ 8,519.70
TOTAL JUST COMPENSATION (ROUNDED)			\$ 8,600.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There is no one () living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: 2-18-16 OWNER SIGNATURE: Estella Rivera

Exhibit "D"

Leases

Lease Agreement affecting
UPC # 1051097205453000000

1. See Attached

or

2. Not Applicable

ER Owner's Initials ↙

_____ Owner's Initials ↙

**SANTA FE COUNTY
STATEMENT OF AUTHORITY
AND AUTHORIZATION**

PROJECT: Santa Fe River Greenway Project

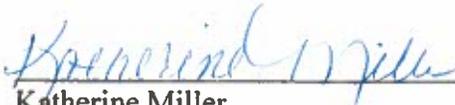
PROPERTY OWNER: Estella Rivera

TAX CODE NO.: 54134912/ UPC: 1051097205453000000

PROPERTY ADDRESS: 2791 Agua Fria Street, Santa Fe, NM

The Santa Fe Board of County Commissioners has delegated the authority to negotiate this right of way acquisition to Katherine Miller, Santa Fe County Manager. I am authorized to offer and negotiate an amount of compensation for the above referenced property that commences at \$8,600.00 and to work with Tierra Right of Way Services to complete this right of way acquisition for the Santa Fe River Greenway Project.

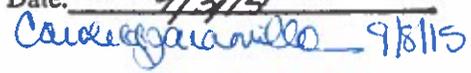
The compensation stated herein takes into consideration the Appraisal Review Report dated May 21, 2015 including independently completed market research information by Kris A. Kapke, PinnacleWest Investments, and the Review Appraiser, and the Summary Appraisal Report dated March 18, 2015 prepared by Travis Engelage, MAI.



Katherine Miller
Santa Fe County Manager

9.25.16

Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 9/3/15
 9/3/15



Date: February 18, 2016

To: Scott Kaseman

From: Meghan Bayer *MB*

Subject: *Acquisition Documents for Final County Signatures*

Project: Santa Fe River Greenway Project

Priority/Segment: A

Parcel Owner: Estella Rivera

APN/UPC: 54134912/1051097205453000000

TRW File No: 12T0-104.1-16

Description/Comments: Acquisition package for County signatures.

I've labeled each document with the signatures needed and also explained it all on the memo to Roberta Joe.

Number of Submittals for this file: 3

Documents included with this transmittal for review:

Number transmitted:	Document Title:	Tierra Review:	SFC PM Review:	SFC Attorney Review:
3	Acquisition-Purchase Agreement – 3 original copies signed by property owners			
1	Statement of Authority and Authorization - 1 original copy			
1	Other: Memo to Roberta Joe			
<i>Transmittal Review Dates:</i>				

Review Comments/Revisions required:



February 18, 2016

To: Roberta Joe, Santa Fe County Attorney's Office
via Scott Kaseman, Santa Fe County Project Manager

From: Meghan Bayer, Tierra Right of Way Services MB

RE: Acquisition Package for Estella Rivera (Agreement # 2016-0085-PW/MM) **Final Signatures Needed**

I am submitting this acquisition package for final County signatures.

I am sending you the following documents:

1. 3 original copies of the Purchase Agreement
 - a. One original copy has been signed by you and Carole Jaramillo. I need County Attorney and County Finance approval and signature on the additional 2 original copies. The additional 2 copies are identical to the Purchase Agreement that you and Ms. Jaramillo have already approved and signed.
 - b. I need County Manager signature on all 3 original copies.
2. Statement of Authority and Authorization
 - a. This has already been signed by you and Carole Jaramillo. I only need the County Manager's signature.

I have labeled each document with the signatures needed.

The property owner has signed all three copies of the Purchase Agreement.

This property is in Priority A; in the City limits.

Please let me know if you have any questions.

Thank you!