

**PURCHASE AGREEMENT**

AGREEMENT between Buscan Vocale, Inc., 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 fee title to a 14,747 sf parcel and a 1,210 sf parcel of real property as described and indicated on Exhibits “A-1”, “A-2”, “B1” and “B2” (**the “Property”**):

**SEE ATTACHED EXHIBITS “A-1”, “A-2”, “B-1” and “B-2”**

Together with all improvements thereon (as defined in the Summary Statement of Just Compensation 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: Old Santa Fe Trail Multimodal Project (“the Project”).

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

\$119,800.00	Fee Simple Acquisition Amount - Old Las Vegas Hwy Property
\$1,850.00	Fee Simple Acquisition Amount - El Gancho Way Property
\$121,650.00	<i><b>Total Compensation</b></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 Acquisition Area.

**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.

**No Leases:** Seller warrants that there are no oral or written leases or real estate contracts on all or any portion of the Property. Seller shall hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any undisclosed lease or real estate contract or any lease of said property held by any tenant of Seller.

**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 Acquisition Area.

**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 Acquisition Area.

**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.

**Relocation Benefits:** The Buyer acknowledges that the Seller may be entitled to relocation benefits pursuant to § 42-3-5 NMSA 1978, of the Relocation Assistance Act.

**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 New Mexico, 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 it is an entity with the power and authority to execute this Agreement through the signature(s) below, and to perform the obligations hereunder.

Seller accepted this 15 day of JANUARY, 2015.

  
\_\_\_\_\_  
Jerry Levine, Buscan Vocale, Inc.  
Property Owner

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

Buyer accepted this 17<sup>th</sup> day of March, 2015.

Katherine Miller  
Katherine Miller  
Santa Fe County Manager

Date: 3.17.15

APPROVED AS TO FORM:

Gregory S. Shaffer  
Gregory S. Shaffer, County Attorney

Date: 10/17/14

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez  
Teresa C. Martinez  
Santa Fe County Finance Director *for TEM*

Date: 3/13/15

Exhibit "C"

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

This statement shows the basis on which the offer is made.

**A. IDENTIFICATION OF OLD LAS VEGAS HWY PROPERTY**

The land is identified as: 104 Old Las Vegas Highway, Santa Fe, NM  
APN: UPC 1055095317034000000  
Property of: Buscan Vocale, Inc.

**IDENTIFICATION OF EL GANCHO WAY PROPERTY**

The land is identified as: 25 El Gancho Way, Santa Fe, NM  
APN: UPC 1055095403028000000  
Property of: Buscan Vocale, Inc.

**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	Rounded
Fee Interest (sq. ft.) Old Las Vegas Parcel	14,747	\$ 7.5000	\$	110,650.00
Improvements			\$	7,250.00
Cost to Cure			\$	1,900.00
Fee Interest (sq. ft.) El Gancho Way Parcel	1,210	\$ 1.5000	\$	1,850.00
<b>TOTAL JUST COMPENSATION</b>			<b>\$</b>	<b>121,650.00</b>

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

Dated: 11/15/2015  
ATS

OWNER SIGNATURE: 

Exhibit A-1  
Legal Description

**Busan Vocale, Inc.**

A tract of land comprising a portion of PARCEL 1, as said parcel is shown and designated on the Plat thereof entitled "BOUNDARY SURVEY PREPARED FOR BUSAN VOCALE, INC. and LEVNAT, INC. TRACTS 1 AND 2 OF THE BYBEE REPLAT, THE "EL GANCHO TRACT", AND PARCEL 1", said plat being filed in the Office of the County Clerk of Santa Fe County on March 15, 1999, in Book 408, Page 026, said tract being more particularly described by New Mexico State Plane grid bearings (Central Zone, NAD 83) and horizontal ground distances as follows:

**Beginning** at the northwest corner of said PARCEL 1, said point of beginning being a point on the present (2013) southerly right-of-way line of Santa Fe County Road No. 36 (aka EL GANCHO WAY), a nail / washer found in place, from which the Morris Surveying Engineering control point "CP-200" (5/8" rebar with Alum. Cap stamped "Morris Surveying Eng. Control Point 200"), bears N31°00'05"W, a distance of 3423.58 feet;

Thence, S82°57'16"E a distance of 53.91 feet along the northerly boundary line of said PARCEL 1 and said present southerly right-of-way line the northeast corner of said PARCEL 1, a 5/8" rebar w/ Alum. cap found in place;

Thence, S24°56'07"E a distance of 91.80 feet along the easterly boundary line of said PARCEL 1 and the present (2013) westerly right-of-way line of Santa Fe County Road 67 (aka Old Santa Fe Trail) to a point on the easterly boundary line of the Sebastian De Vargas Grant, a 1/2" rebar found in place;

Thence, S08°59'59"E a distance of 38.63 feet along the easterly boundary line of said PARCEL 1, the easterly boundary line of said Sebastian De Vargas Grant, and said present westerly right-of-way line to the point of intersection of said common boundary lines with the new southerly Right-of-Way line of Santa Fe County Road 36, from which mile corner # 31 in the easterly boundary line of the Sebastian De Vargas Grant, (a 2 1/2" USGLO BC stamped "T16N R10E SVG MC31 S7 1939"), bears S08°59'59"E, a distance of 109.23 feet;

Thence, N22°00'09"W a distance of 112.79 feet along said new southerly Right-of-way line to a point of curvature;

Thence, northwesterly along said new southerly right-of-way line on a curve (radius = 25.00 feet, chord = N68°28'55"W a chord distance of 36.26 feet) through an arc of 92°57'32" to the left a distance of 40.56 feet to a point of tangency;

Thence, S65°02'19"W a distance of 24.56 feet along said new southerly Right-of-Way line to a point of intersection of said new southerly Right-of-Way line with the westerly boundary line of the said PARCEL 1;

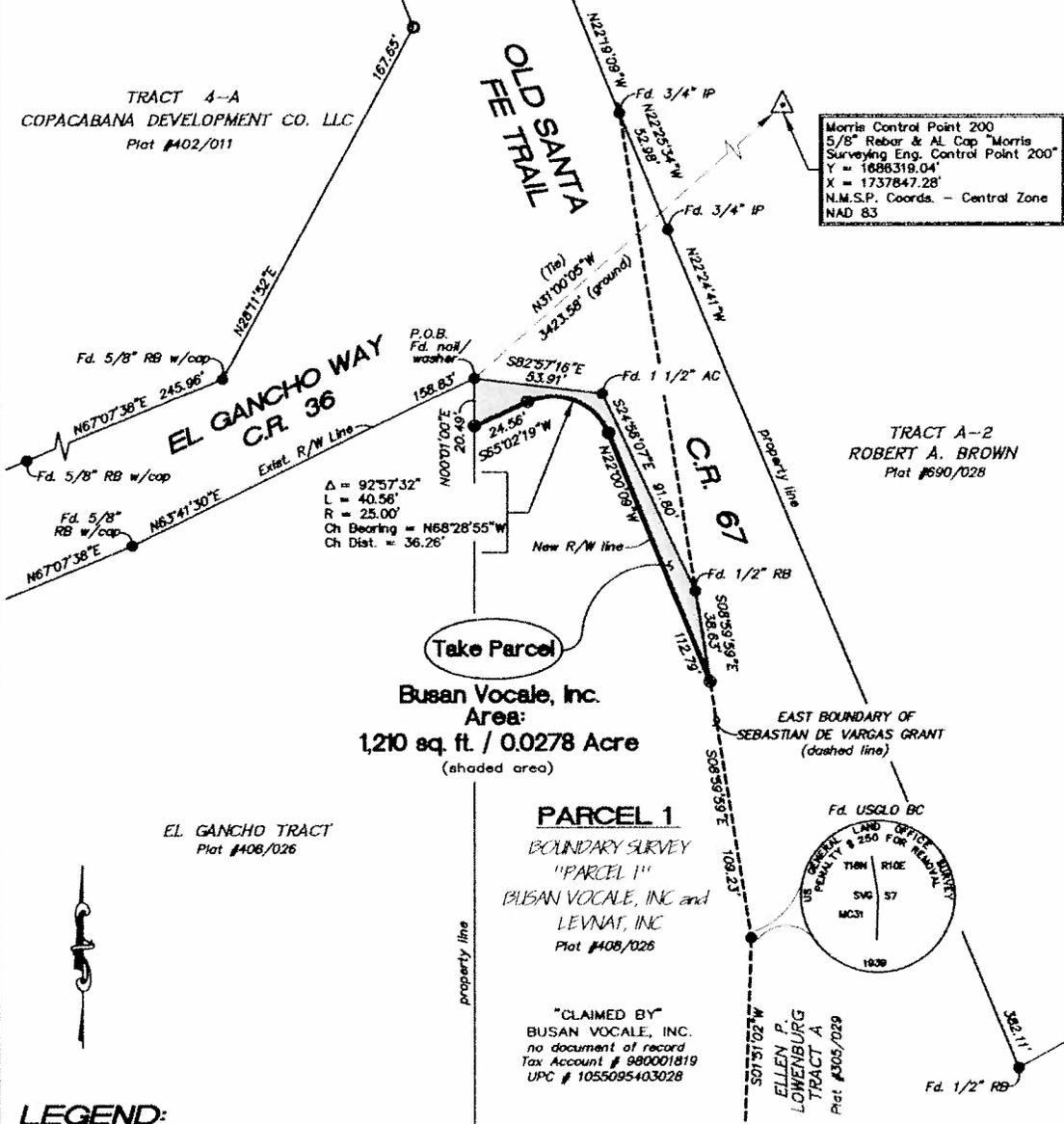
Thence, N00°01'00"E a distance of 20.49 feet along said westerly boundary line to the point and place of beginning.

Said tract contains 0.0278 Acre (1,210 square feet), more or less.



# Right-of-Way Take

For  
**CN# C511204 - Old Santa Fe Trail Multimodal Lanes**  
 within  
**PARCEL 1**  
**Sebastian De Vargas Grant**  
 Santa Fe County, New Mexico  
 November, 2013



Morris Control Point 200  
 5/8" Rebar & Al. Cap "Morris  
 Surveying Eng. Control Point 200"  
 Y = 1688319.04'  
 X = 1737847.28'  
 N.M.S.P. Coords. - Central Zone  
 NAD 83

Δ = 92°57'32"  
 L = 40.56'  
 R = 25.00'  
 Ch Bearing = N68°28'55"W  
 Ch Dist. = 36.26'

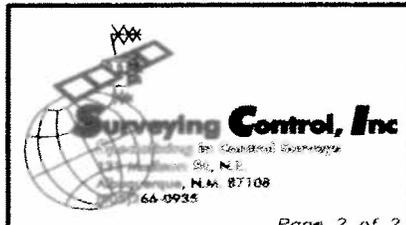


Exhibit B-1  
Legal Description

**Busan Vocale, Inc.**

A parcel of land comprising a portion of EL GANCHO TRACT, as said tract is shown and designated on the Plat thereof entitled "BOUNDARY SURVEY PREPARED FOR BUSAN VOCALE, INC. and LEVNAT, INC. TRACTS 1 AND 2 OF THE BYBEE REPLAT, THE "EL GANCHO TRACT", AND PARCEL 1", said plat being filed in the Office of the County Clerk of Santa Fe County on March 15, 1999, in Book 408, Page 026, said parcel being more particularly described by New Mexico State Plane grid bearings (Central Zone, NAD 83) and horizontal ground distances as follows:

**Beginning** at a point on the northerly boundary line of the said EL GANCHO TRACT, said point of beginning also being a point on the present (2013) southerly right-of-way line of Santa Fe County Road No. 36 (aka EL GANCHO WAY), from which the Morris Surveying Engineering control point "CP-200" (5/8" rebar with Alum. Cap stamped "Morris Surveying Eng. Control Point 200") bears N14°27'16"W, a distance of 3235.71 feet;

Thence, N52°00'08"E a distance of 148.61 feet along said northerly boundary line and said present southerly right-of-way line to an angle point;

Thence, S85°38'01"E a distance of 517.00 feet along said northerly boundary line and said present southerly right-of-way line to an angle point, a 5/8" rebar w/cap found in place;

Thence, N67°07'38"E a distance of 196.12 feet along said northerly boundary line and said present southerly right-of-way line to an angle point, a 5/8" rebar w/cap found in place;

Thence, N63°41'30"E a distance of 158.83 feet along said northerly boundary line and said present southerly right-of-way line to the northeast corner of said EL GANCHO TRACT, a nail and washer found in place;

Thence, S00°01'00"W a distance of 20.49 feet along the easterly boundary line of said EL GANCHO TRACT to the intersection of said easterly boundary line with the new southerly Right-of-Way line of Santa Fe County Road 36;

Thence, S65°02'19"W a distance of 230.00 feet along said new southerly Right-of-Way line to a point of curvature;

Thence, southwesterly along said new southerly right-of-way line on a curve (radius = 454.40 feet, chord = S83°23'22"W a chord distance of 286.12 feet) through an arc of 36°42'06" to the right a distance of 291.07 feet to a point of tangency;

Thence, N78°15'35"W a distance of 75.82 feet along said new southerly Right-of-Way line to a point of curvature;

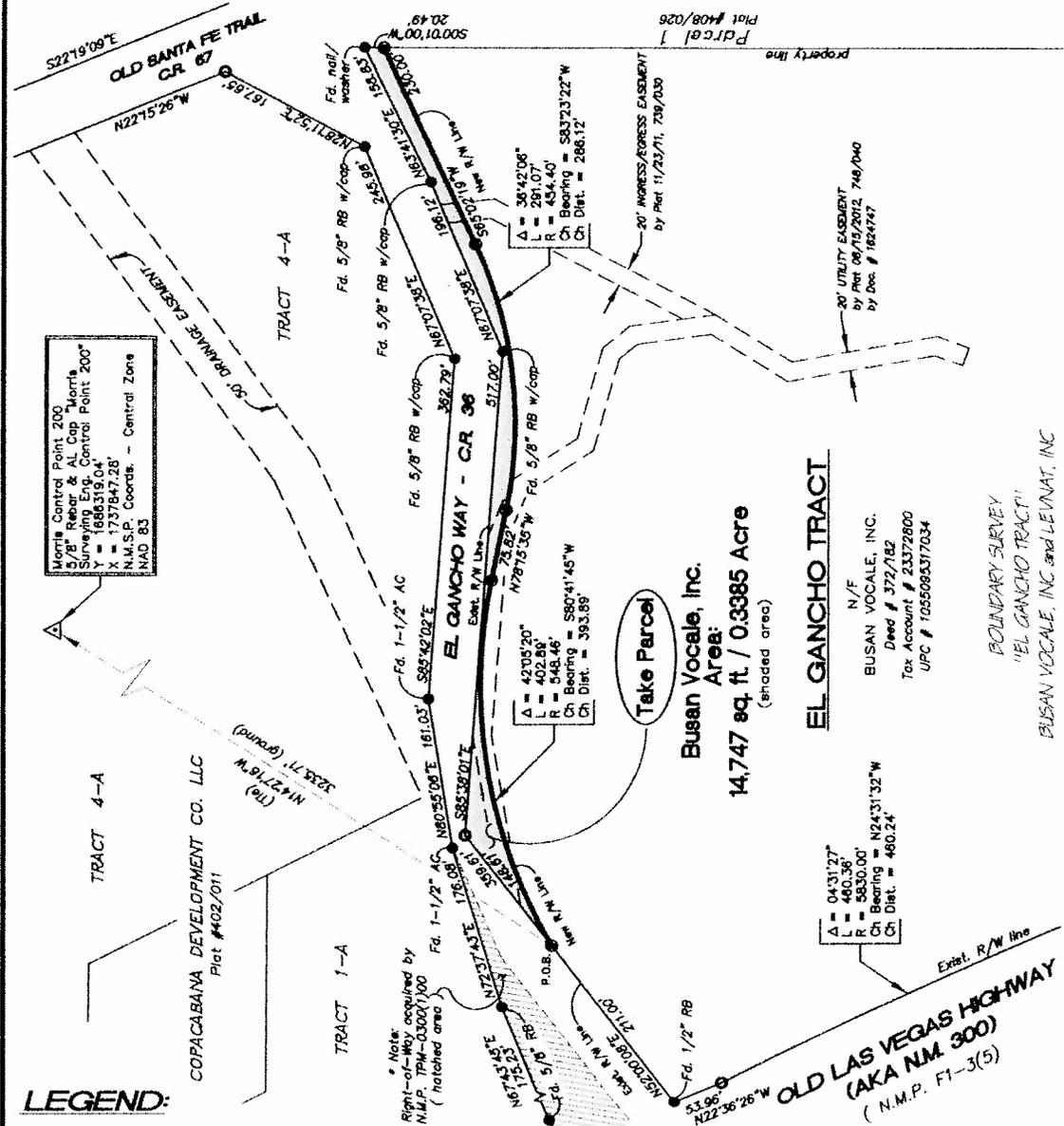
Thence, southwesterly along said new southerly right-of-way line on a curve (radius = 548.46 feet, chord = S80°41'45"W a chord distance of 393.89 feet) through an arc of 42°05'20" to the left a distance of 402.89 feet to the point and place of beginning.

Said parcel contains 0.3385 Acre (14,747 square feet), more or less.



# Right-of-Way Take

For  
**CN# C5111204 - Old Santa Fe Trail Multimodal Lanes**  
 Within  
**'EL GANCHO TRACT'**  
 Sebastian De Vargas Grant  
 Santa Fe County, New Mexico  
 November, 2013



Morris Control Point 200  
 5/8" Rebar & AL Cap "Morris"  
 Surveying Eng. Control Point 200"  
 Y = 1888319.04'  
 X = 1737847.28'  
 N.M.S.P. Coords. - Central Zone  
 NAD 83

**LEGEND:**

- = Point to be Set Upon Acquisition
- = Found Monument as Noted
- = Calculated Point (not set)

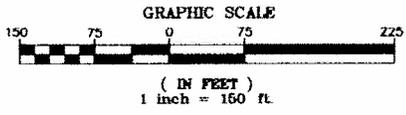
**NOTES:**

- 1.) BEARINGS SHOWN HEREON ARE REFERRED TO GRID NORTH, NEW MEXICO COORDINATE SYSTEM (CENTRAL ZONE, NAD 83).
- 2.) DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES AND WERE DERIVED USING A PROJECT AVERAGE COMBINED FACTOR CF = 0.999681358.
- 3.) FIELD SURVEYS WERE CONDUCTED IN JUNE OF 2013.

**SURVEYOR'S CERTIFICATE**

I, STEPHEN J. TOLER, NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR NO. 11599 HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED FROM FIELD SURVEYS CONDUCTED BY ME AND/OR UNDER MY DIRECT SUPERVISION. THAT I AM RESPONSIBLE FOR THE SURVEY, THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY AND EXHIBIT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

*[Signature]* 11/8/13  
 STEPHEN J. TOLER DATE  
 NMPS 11599



SCI Job # 2013-015

**Surveying Control, Inc.**  
 Providing the Most Accurate Surveying Solutions  
 1000 S.W. 11th St.  
 Albuquerque, N.M. 87108  
 505.263.0935