

1/17/13

Roberta – the responses from Tierra Right of Way are in red below. Also, see attached documents with your requested revisions.

Thanks, Meghan

Memo

TO: Meghan Bayer
Project Manager

FR: Roberta Joe
Assistant County Attorney

Date: 1/3/13

RE: Review of Land Acquisition Templates 2013-0202-OS/PL

I and Assistant County Attorney Tim Vigil reviewed the Offer letter, Purchase Agreement, Permanent Trail Easement, Temporary Construction Easement, Deed and Administrative Settlement. Some of my comments and corrections are noted in red on the documents.

My understanding is that the County will be purchasing a fee simple interest or an easement. Either of which will require just compensation or rent in the case of a temporary construction easement. Our comments on the documents submitted are as follows:

Offer Letter

1. Each Offer letter will require BCC approval before Tierra Right of Way sends the offer to a property owner.
2. The Offer letter refers to an enclosed “booklet entitled ‘Acquiring Real Property for Federal and Federal-Aid Programs and Projects.’” Has this booklet been prepared and will be it submitted for review by Legal?
 - a. This booklet is attached.

Purchase Agreement

2. What does the County plan to do if a fee interest is encumbered by a lien, taxes or other encumbrance?
 - a. All liens, taxes and other encumbrances are cleared prior to closing. The Right of Way cannot be certified in accordance with federal regulations unless all properties are free and clear of encumbrances.
3. How will the County know what secured interests there may be on a property?
 - a. A title report will be obtained and provided to all parties. The escrow agent will confirm that all encumbrances have been properly identified and resolved prior to closing of the acquisition transaction.

4. According to the **Security Interest** provision, the County may be paying money to an entity other than the land owner?
 - a. If a mortgage, deed of trust, tax lien, judgment or other recorded instrument has documented priority over the property owner for receipt of funds from the transaction, the appropriate amount of funds will be paid to that party through escrow. These security interests will be identified and documented on the closing statements prepared by the title company. The closing statements will be provided to the County prior to closing following review by Tierra for accuracy and completeness. Prior to 2008, except in cases of loan delinquency or unique circumstances, it was uncommon for lenders to require payment towards the principal of mortgages or deeds of trust from right of way acquisition funds. However, the change in the economic climate since 2008 has resulted in lenders often requiring a portion or all of the acquisition funds to be paid towards the principal of the outstanding loan.
5. What New Mexico law provides for cancellation of contract by County for conflicts of interest?
 - a. Tierra completed research and confirmed via email on 12/7/12 that there is no statute in New Mexico analogous to A.R.S. § 38-511 and recommended the deletion of the "Conflict of Interest" paragraph located on page 3, line 21-22 of the draft Purchase Agreement.
6. This agreement states that fee title to property will be conveyed "free and clear of all liens, encumbrances, taxes and assessments" and that the conveyance shall be by Warranty Deed. The form of the "Deed" document should be in the same form as the conveyance form described at Section 47-1-44 NMSA 1978. If the County is going to obtain title insurance on these conveyances, a title insurance company may be reluctant to insure a deed that is not a Warranty Deed or Special Warranty Deed.
 - a. A revised Warranty Deed has been prepared and is submitted with this memo for review and comment by the County.
7. We suggest that the provision titled "Security Interest" be moved and inserted as part of "Escrow, Prorations and Fees" since any payments to lienholders and securing of releases will probably be the responsibility of the escrow agent.
 - a. The provision has been maintained as a separate paragraph to provide obvious notice to the property owner of the possibility that a secured interest on the parcel may require payment of some or all of their acquisition funds to the lender or creditor. This language has been combined with the "Escrow, Prorations and Fees" paragraph at the request of the County.
8. Will the County require a Phase I Environmental assessment be completed on all acquired property? If so, who is responsible for that and should that requirement be inserted into the Purchase Agreement?
 - a. Right of Entry Agreements are being obtained from the property owners along the Project to allow for completion of all preconstruction due diligence including Phase I Environmental Assessment Reports. The presence of Recognized Environmental Conditions ("RECs") may require utilization of a portion of the acquisition compensation for cleanup

activities. Since this may impact the amount of compensation payable to the owner, the Phase I ESA reports are completed prior to establishment of just compensation and presentation of the offer.

- b. Tierra will order the Phase I ESA reports for the parcels in Priority A and B for which the County has not already obtained a Phase I ESA. Language regarding the Phase I ESA has not been part of the Purchase Agreement because the environmental due diligence is completed prior to setting just compensation. The expense for the reports is the responsibility of the agency, and the cost of any required environmental clean-up is determined by federal, state and local law and regulations. The Purchase Agreement has language regarding environmental contamination and clean-up on page 2, line 32 – 46. The sentence: “During pre-construction due diligence, Grantee shall obtain a Phase I ESA at Grantee’s sole expense” has been inserted at the beginning of the environmental paragraph to clarify who will obtain and pay for the Phase I ESA.
9. In the Deed form, the phrase “all matters disclosed or discoverable by an accurate instrument survey for the Property, all matters disclosed or discoverable by a diligent physical inspection of the Property and all matters otherwise known to Grantee and/or affiliates of Grantee” be deleted. This phrase is not typically found on deeds and the scope of this phrase may negate some of the warranties provided by the grantor.
 - a. The language has been deleted per the request of Santa Fe County.

Permanent Trail Easement

1. This document contains an indemnification clause in which the County as Grantee agrees to indemnify the Grantor. An agreement to indemnify by a political subdivision such as the County has been construed as an agreement to incur a future debt. According to the Bateman Act, NMSA 1978, Section 6-6-11, the County cannot contract a debt, or a contingent liability, and the County is prohibited by the State Constitution Art. IX, § 10, from borrowing money except for certain enumerated purposes. The County cannot agree to indemnify a grantor under the Permanent Trail Easement.
 - a. The language has been removed at the request of Santa Fe County.
2. Will these easements be recorded?
 - a. Tierra recommends recording the trail easements to perfect the rights acquired by Santa Fe County.

Temporary Construction Easement

1. Paragraph 5 regarding the County’s obligation to have a mechanic’s or material men’s lien released by providing a bond may be an issue for the County’s insurance provider and this may also run afoul of the constitutional prohibition against incurring a future debt since the amount of the bond is uncertain. In most construction contracts the contractor and its subcontractors have the right to file a lien against the project for nonpayment.
 - a. The language has been removed at the request of Santa Fe County.
2. This document also contains an indemnification clause in Paragraph 6. For the same reasons stated above, the County as Grantee cannot agree to indemnify the grantor.
 - a. The language has been removed at the request of Santa Fe County.

3. In paragraph 3 the County as Grantee agrees not to permit any mechanic's or materialsmen's liens to be recorded against the easement area under a temporary construction easement. Given the statutory provisions of the Mechanics' and Materialmen's Liens Act, 48-2-1 NMSA 1978, and the Little Miller Act, 13-4-18 NMSA 1978, the County may not prohibit the filing of liens against the property or the improvements by contractors through an agreement with the land owner. We suggest the deletion of the second full sentence in paragraph 3 and replace it with "If any liens arising out the Grantee's work are recorded against the Easement Area or improvements, Grantee shall resolve such liens through appropriate legal means including providing satisfactory security or otherwise, at no cost to Grantor."

- a. Tierra understands the comment above to refer to paragraph 5 titled Standards; Liens, as paragraph 3 documents the easement terms of use. The language in paragraph 5 has been modified as requested by Santa Fe County.

Request for Administrative Settlement

1. See comments as noted on document.
 - a. The language modification on page 1 and formatting modification on page two have been completed as requested by Santa Fe County.



REQUEST FOR ADMINISTRATIVE SETTLEMENT

Project:	Santa Fe River Greenway	Date:	[Date]
Owner:	[Name]	Take Type:	[Partial/Full Acquisition]
Parcel No:	[Assessor Parcel Numbers]	Project Parcel ID:	[Unit Number]
Appraiser:	[Appraisal Firm]	Date of Value:	[Valuation Date]

Just Compensation Offer:

The [Appraisal Firm] ([Name]) appraisal dated [Valuation Date], stated a compensation amount of \$[Amount] for a [partial/full] acquisition of [Amount] square feet of [commercial/residential] property improved with [Insert Improvements as Listed in Appraisal].

The amount of Just Compensation submitted to the property owner was based on the following values.

(SAMPLE JUST COMPENSATION)

Offer of Just Compensation	Original
Value for Fee Acquisition ([Area] x \$[Amount] per square foot)	\$0.00
[Improvement] ([Area] square feet x \$[Amount] per square foot)	\$0.00
Plus Entrepreneurial Profit ([Percentage]%) <i>if applicable</i>	\$0.00
Subtotal Before Depreciation <i>if applicable</i>	\$0.00
Less 45% Depreciation <i>if applicable</i>	\$0.00
Total [Improvement]	\$0.00
Total Value of Acquisition (Rounded)	\$0.00
Total Value of Just Compensation (Rounded)	\$0.00

Summary of Negotiations:

(SAMPLE TEXT) As needed for the Santa Fe River Greenway (Project), an offer to purchase for the [partial/total acquisition in Fee Interest] of [a portion of] the property located at [Property Address], Tax Code[s] #[Assessor Parcel Number], was presented on [Offer Date]. The offer to purchase was presented to [Owner], [Title] of [Company Name], via [hand delivery/certified mail with return receipt requested] by Tierra Right of Way Services, Ltd. (Tierra). During the offer presentation [Owner] advised Tierra that [he/she/they] would [review the documents provided and call with any questions/have the offer package reviewed by [his/her/its] [accountant/attorney] and would then provide a response to the offer.

(ENTER TEXT DESCRIBING ACQUISITION HISTORY)

Basis for Administrative Settlement:

(SAMPLE TEXT) In evaluating this negotiation for settlement, Tierra has considered the [Inset Settlement Terms Proposed by Owner]. Giving reasonable consideration of the owner's [Verbal/Written] agreement to settle negotiations for [Insert Amount or Description] and in light of the County's discretion to approve this amount for administrative settlement in lieu of incurring the costs of legal proceedings to acquire the necessary property rights to complete construction of the project, approval of an additional [Amount] is a reasonable solution to finalize this transaction.

Given the construction schedule, and the time, expense, and uncertainty of litigation, we feel the proposed settlement is prudent and in the public interest to sustain; accordingly, we recommend the County approve an additional [Description] or \$[Amount] Administrative Settlement Amount. The total amount necessary to settle the negotiation is \$[Amount] Just Compensation plus \$[Amount] Administrative Settlement Amount, for a total of \$[Amount].

Recommendation for Settlement:

[Agency Representative], the County's Project Manager has reviewed the proposed settlement terms and concurs with the following recommendations for settlement, which constitutes Just Compensation.

Tierra Right of Way Services recommends that an Administrative Settlement offer to purchase be prepared to the property owner for values as outlined below:

(SAMPLE JUST COMPENSATION WITH SETTLEMENT AMOUNT)

Offer of Just Compensation	Original	Proposed
Value for Fee Acquisition ([Area] x \$[Amount] per square foot)	\$0.00	\$0.00
[Improvement] ([Area] square feet x \$[Amount] per square foot)	\$0.00	\$0.00
Plus Entrepreneurial Profit ([Percentage]%) <i>if applicable</i>	\$0.00	\$0.00
Subtotal Before Depreciation <i>if applicable</i>	\$0.00	\$0.00
Less 45% Depreciation <i>if applicable</i>	\$0.00	\$0.00
Total [Improvement]	\$0.00	\$0.00
Total Value of Acquisition	<u>\$0.00</u>	<u>\$0.00</u>
Administrative Settlement Increase		\$0.00
Total Value of Administrative Settlement		\$0.00

Prepared by: [Agent Name], Right of Way Agent

Authorization for Settlement:

- Having reviewed this recommendation, I authorize Tierra Right of Way Services, Ltd., to proceed with an offer of administrative settlement as recommended herein.
- Having reviewed this recommendation, I am not acceptable to the proposed Administrative Settlement. I hereby, request Tierra Right of Way Services, Ltd., to proceed with preparation and notification of this file for condemnation action.
- Having reviewed this recommendation, I authorize Tierra Right of Way Services, Ltd., to proceed with an offer of administrative settlement as set forth below:

Santa Fe County

Katherine Miller, Manager

Date: _____

Approved as to form:

Stephen C. Ross
Santa Fe County Attorney

Date: _____



[Date]

VIA [HAND DELIVERY/CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED]

[Company Name/Owner]
[c/o or Attn:][Contact Name]
[Address]
[City], NM 87501

RE: Project Name: Santa Fe River Greenway Project
Property Location: [Street Address or Location], Santa Fe, NM
TRW File Number: 12T0-104.1, 104.2
Tax Parcel Number: [Insert APN]
Subject: [Offer to Purchase Property – Partial Acquisition, Total Acquisition, Temporary Construction/Drainage/Slope Easement]

Dear [Contact Name]:

The Board of County Commissioners of Santa Fe County (“County”) is planning to construct a public improvement project known as the Santa Fe River Greenway Project (“Project”). Funding for this Project has been authorized through the bond measures approved by voters in 1998 and 2000. A booklet entitled “Acquiring Real Property for Federal and Federal-Aid Programs and Projects” is enclosed explaining the County’s program for acquiring property for public improvements.

Tierra Right of Way Services, Ltd. (“Tierra”) is a consultant acting as an agent for the County. On behalf of the County, Tierra has enclosed with this letter a Purchase Agreement and a Summary Statement of Just Compensation as an offer to purchase property rights needed for the above mentioned Project. **The County’s offer to purchase [your property/a _____ square foot portion of your property in fee/a _____ square foot Temporary Construction/Drainage/Slope Easement over a portion of your property] is in the total sum of \$[Amount].** Enclosed is a copy of the appraisal report for your property prepared by [Appraisal Firm Name], dated [Insert Date].

If after reviewing the enclosed documents you need to discuss this offer or the acquisition process further, please contact me at [select office number: 505-433-3748/505-820-6656]. If you find the offer is acceptable, the following documentation will be required to close the escrow transaction:

- Three (3) original signed Purchase Agreements;
- Three (3) original signed Summary Statements as attached to the Agreements;
- Warranty Deed/Temporary Construction/Drainage/Slope Easement;

[Owner Name]

Offer to Purchase Property – [Insert Type of Acquisition – match Subject line on page 1]

[Date]

Page 2

- *Official documentation stating the individual(s) authorized to sign and conduct business (transfer of title to real property) on behalf of [Company Name], a New Mexico [corporation/limited liability company] ;*
- Copies of any leases, real estate contracts, mortgages, liens, or surveys on this property; and
- W-9 form.

Please keep copies of the documents, marked “Copy” for your records. Processing time is 30-60 days after we receive the documents from you; however, unusual circumstances may increase this time.

We are committed to providing you a professional experience throughout this transaction. We appreciate your cooperation in this matter and look forward to this opportunity to improve your neighborhood. If you have any concerns or questions, or need additional information please feel free to contact me at (520) 319-2106.

Sincerely,

[Agent Name]

Acquisition Agent

Tierra Right of Way Services, Ltd.

On behalf of Santa Fe County Board of County Commissioners

Attachments: Purchase Agreements with Summary Statements and Exhibits; Sample [Warranty Deed/Temporary Construction/Drainage/Slope Easement]; W-9; Appraisal; Commitment for Title Insurance; Acquisition Booklet

Receipt of Offer acknowledged on behalf of the owner by:

[Contact Name]

[Company Name]

Date

1 **PURCHASE AGREEMENT**

2
3
4 AGREEMENT between [GRANTOR], Seller, hereinafter referred to as **Grantor**, and the Board
5 of County Commissioners (“BCC”) of Santa Fe County, New Mexico, a political subdivision of
6 the State of New Mexico, hereinafter referred to as the **Grantee**.

7
8 IT IS HEREBY AGREED AS FOLLOWS:

9
10 That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the
11 terms and conditions herein set forth, [insert either “fee title to” and/or “an easement in, on, over,
12 under, across and through”] the following described real property (the “**Acquisition Area**”):

13 **SEE ATTACHED EXHIBITS “A” and “A-1”**

14 Together with all improvements thereon (as defined in the Summary Statement of Just
15 Compensation attached hereto as Exhibit “B”), free and clear of all liens, encumbrances, taxes
16 and assessments, which property is being conveyed by Grantor to Grantee in relation to the
17 public improvement known as: Santa Fe River Greenway Project (“Project”).

18
19 **Purchase Amount:** The Grantee shall pay the following amounts to the Grantor, subject to the
20 terms and conditions herein set forth:

21
22 (AGENTS: COPY FROM SUMMARY STATEMENT FOR BELOW)

(delete line if N/A)	Fee Simple Acquisition Amount
(delete line if N/A)	Drainage Easement
(delete line if N/A)	Temporary Construction Easement (rent)
(delete line if N/A)	Improvements within the Acquisition Area
(delete line if N/A)	Damages
\$0.00	Total Compensation

23
24
25 The performance of this Agreement constitutes the entire consideration by the Grantee, including
26 just compensation as required by law and shall relieve the Grantee of all further obligations or
27 claims relating to the Property.

28
29 **Escrow, Prorations and Fees:** The parties hereto shall enter into an escrow agreement with an
30 escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all
31 necessary documents to convey the above referenced real property interests to Grantee free and
32 clear of all liens and encumbrances, taxes and assessments, including those that are levied
33 (owed) but may not yet be due. Monies payable under this Agreement may be due holders of
34 secured and unsecured obligations (Lienholders) up to and including the total amount of
35 principal, interest and allowable penalties. Upon demand, those sums shall be paid to the
36 Lienholders, who shall be required to provide any necessary releases or consents for the
37 Acquisition Area. The escrow agent shall make prorations based on the date of closing and the
38 size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees
39 shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay a premium therefor.

1 Transfer of fee title shall be by Warranty Deed in a form approved by the Grantee. All other
2 forms of interest to be conveyed shall be on a form approved by the Grantee.
3

4 **No Sale or Encumbrance:** The Grantor shall not sell or encumber the Acquisition Area prior to
5 closing.
6

7 **Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is
8 accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or
9 consents to convey the Acquisition Area free and clear of all liens and encumbrances.
10

11 **No Leases:** Grantor warrants that there are no oral or written leases or real estate contracts on all
12 or any portion of the Acquisition Area. [Agent: If there are leases on any portion of the
13 Acquisition Area insert the following and delete the above sentence; Grantor warrants that the
14 leases attached as Exhibit C are the only leases affecting the Acquisition Area.] Grantor shall
15 hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses
16 occasioned by reason of any undisclosed lease or real estate contract or any lease of said property
17 held by any tenant of Grantor.
18

19 **Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment
20 due Grantor, including but not limited to any and all severance damages as to any remaining
21 property owned by Grantor. Grantor herein acknowledges the sale of real property to the
22 Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial
23 assistance as necessary to determine those consequences, which may include reporting of income
24 received from the sale to the Internal Revenue Service.
25

26 **Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition
27 Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections
28 indicate a potential condition and further testing or inspection is recommended, the parties
29 hereby agree to extend the date of closing to at least 30 days after the issuance of a final report
30 for such additional testing or inspection.
31

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

1 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
2 or emanating from the Grantor's property.
3

4 **Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to
5 the Acquisition Area for project related purposes including but not limited to construction. If
6 this Agreement is not acted upon by the BCC within 90 days of the Grantor's acceptance of this
7 Agreement, this Right of Entry shall be terminated immediately and without further act or action.
8 Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording
9 of the documents conveying the Acquisition Area.
10

11 **Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the
12 improvements located on or within the Acquisition Area prior to close of escrow and recording
13 of the documents conveying the Acquisition Area.
14

15 **No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation
16 located within the Acquisition Area without prior written approval of the Grantee. Any personal
17 property located on or within the Acquisition Area must be removed prior to close of escrow.
18

19 **Broker's Commission:** No broker or finder has been used and the Grantee shall owe no
20 brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay
21 all brokerage or finders fees to any agent employed by Grantor.
22

23 **Survival of Representations and Warranties:** All representations and warranties contained in
24 this Agreement shall survive the closing of escrow.
25

26 **Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by
27 reference with the same force and effect as if fully set forth herein.
28

29 **Entire Agreement:** This agreement contains the entire agreement between the Grantor and
30 Grantee. All understandings, conversations and communications, oral or written, between
31 Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this
32 agreement and shall be of no further force or effect. No modification or amendment to this
33 Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.
34

35 **Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation
36 benefits pursuant to § 42-3-5 NMSA 1978, of the Relocation Assistance Act.
37

38 **Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to
39 the benefit of and be binding upon each of the parties hereto, together with their respective
40 successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any
41 portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender
42 this agreement to the buyer or prospective buyer, who shall take the property interest subject
43 thereto.
44

45 **Authority:** Grantee represents and warrants that it is a political subdivision of the State of New
46 Mexico duly organized, validly existing under the laws of the state of its formation, that it has all

1 the requisite power and authority to execute this agreement through the signature(s) below, and
2 to perform its obligations hereunder. Grantor represents and warrants that it is a _____
3 _____ [corporation/partnership/entity] duly organized, validly existing under
4 the laws of the state of its formation, that it has all the requisite power and authority to execute
5 this agreement through the signature(s) below, and to perform its obligations hereunder. [Grantor
6 represents and warrants they are husband and wife, both with the power and authority to execute
7 this agreement through the signature(s) below, and to perform the obligations hereunder.]
8
9

10 Grantor accepted this ____ day of _____, 20__.

11 [Legal Owner], a New Mexico [Legal
12 Entity] or [Name, Ownership Interest]
13
14

15
16 By: _____
17 [GRANTOR]

By: _____
[GRANTOR]

18
19
20 As: _____
21

As: _____

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

Grantee accepted this ____ day of _____, 20__.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Kathleen S. Holian, Chair

Date: _____

ATTEST:

Geraldine Salazar, County Clerk

Date: _____

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

Exhibit "A"

Legal Description of Acquisition

[Insert Legal Description]

Exhibit "A-1"

Legal Description Drawing of Acquisition

[Insert Parcel Exhibit]

Exhibit "B"

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

This statement accompanies our offer letter of [Date], and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: Property of: [Address]

APN: [Insert APN]

Property of: [Insert Owner Name]

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.

[Insert line item detail for property rights and improvements acquired, sample below]

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest (sq. ft.)	2,054	\$ 0.2067	\$ 425.00
Slope Easement (sq. ft.)	.75 x 3,628	\$ 0.2067	\$ 562.00
Landscaping			
Shrubs	6	\$ 45.00	\$ 270.00
Owner Incentive		15%	\$ 41.00
TOTAL JUST COMPENSATION			\$ 1,298.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 1,300.00

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

Dated: _____ OWNER SIGNATURE: _____

Exhibit "C"

Leases

Lease Agreement affecting
Parcel # [Assessor Parcel Number]

1. See Attached

or

2. Not Applicable

_____ Owner's Initials ↙

_____ Owner's Initials ↙

TEMPORARY CONSTRUCTION EASEMENT
For Flood Control, Bicycle Trail, and Pedestrian Trail

For valuable or other consideration, the sufficiency and receipt of which are hereby acknowledged, _____, the ("Grantor"), grant(s) unto the Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, the ("Grantee"), over and upon the real property described and depicted on the attached Exhibits "A" and "A-1" ("Easement Area") an exclusive temporary construction easement ("Easement") in, on, through, over, across, and under for the purpose of access and use for construction activities, and including ingress and egress to and from the Easement Area, in connection with construction of flood control and a new bicycle and pedestrian trail along the Santa Fe River to be constructed by Santa Fe County for the Santa Fe River Greenway Project ("Project").

This Easement is subject to the following terms and conditions:

1. Commencement. This Easement has an effective date of [one year/two years] and may commence at any time from the date of execution of this document. Commencement of this Easement shall be defined as the date the Grantee begins work on the Grantor's property in association with the Project. This Easement shall expire automatically without further action by Grantor or Grantee upon completion of said Project or December 31, 2014, whichever occurs first.
2. Granting. Nothing herein contained shall be construed as granting title to the land belonging to the Grantor(s) or as vesting in the Grantee any right of entry to the Property after termination of this Easement.
3. Easement Use. Grantee shall use its best efforts to limit activities to the Easement. Activities in the Easement Area shall occur between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, except Grantee recognized holidays. Grantee shall not permanently store construction equipment, materials and debris on the Easement Area.
4. Restoration. Upon the completion of Construction Activities on the Easement Area, Grantee will, to the extent practical, restore the Property to its pre-construction condition, including removal of all construction debris and repair or replacement of any pavement that is damaged as a result of the Project.
5. Standards; Liens. Any work done by the Grantee or its officers, authorized agents, and/or employees, contractors or subcontractors (collectively referred to as the "Workers") shall be done without expense to Grantor, and shall be performed in a good, workmanlike manner in compliance with all applicable laws. If any liens arising out of the Grantee's work are recorded against the Easement Area or improvements, Grantee shall resolve such liens through appropriate legal means including providing satisfactory security or otherwise, at no cost to Grantor.

Exhibit "A"

Legal Description of the Easement

[Insert Legal]

PERMANENT TRAIL EASEMENT

THIS EASEMENT made this _____ day of _____, 20__ by and between _____ (“Grantor”) and Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico (“Grantee”).

WITNESSETH, that the Grantor, for and in consideration of the sum of One and 00/100 dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors and assigns, a perpetual easement (“Easement”) to construct, use, and maintain, and to do all other things necessary for the construction, use and maintenance of flood control, a bicycle trail, and pedestrian trail in, on, through, over, under, and across, and including ingress and egress to and from the Easement, the following-described parcel of land:

SEE ATTACHED EXHIBITS “A” and “A-1”

The undersigned covenants that [he/she/it] is the owner of the above-described parcel of land, and that said lands are free and clear of encumbrances and liens.

Such Easement is also to provide access in connection with the restoration of the Santa Fe River, including but not limited to, construction activities, grading, channel and bank stabilization, and maintenance (collectively referred to as “Flood Control”) and all other things necessary for Flood Control.

It is understood and agreed by Grantor and Grantee that the Grant of this Easement shall not adversely affect Grantor’s future rights to utilize the acreage subject to the Easement in satisfying applicable governmental planning and zoning regulations which pertain to the development of Grantor’s adjacent property.

IN WITNESS WHEREOF the Grantor has hereunto set [his/her/its] hand and seal on the day and year first above written.

Grantor(s):

(Name, Title)

Date: _____

(Name, Title)

Date: _____

Exhibit A

Legal Description of Permanent Trail Easement

Exhibit A-1

Legal Description Drawing of Permanent Trail Easement

Exhibit "A-1"

Legal Description Drawing of the Easement

[Insert Parcel Exhibit]