



**Date:** March 15, 2016

**To:** Scott Kaseman  
**From:** Meghan Bayer *mb*  
**Subject:** *Acquisition Documents for Review and Submittal to County Manager*  
*Project:* Santa Fe River Greenway Project  
*Priority/Segment:* A  
*Parcel Owner:* Jose Luis **Castillo** and Ignacia Pena de Castillo & Larry Boylan  
*APN/UPC:* 910002687 & 910019165/ 1051098226096000000 &  
1051098272073000000  
*TRW File No:* 12T0-104.1-07.4

**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 for signatures			
1	Other: Memo to Roberta Joe			
<i>Transmittal Review Dates:</i>				

**Review Comments/Revisions required:**

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March 15, 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 CASTILLO (Agreement # 2016-0077-PW/BT) **Final  
Signatures Needed**

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I am submitting the Castillo purchase agreements for final County signatures. The County Manager has already signed the Statement of Authority and Authorization and a copy is attached.

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. I need signatures from you, the County Finance Director and the County Manager. You reviewed this form in August 2015.

I have labeled each document with the signatures needed.

The property owners have signed all three copies of the Purchase Agreement.

This acquisition is an overlap with Larry Boylan. This property is in Priority A; in the City limits.

Please let me know if you have any questions. You can reach me on my cell phone at 505-247-1668.

*Thank you!*

## PURCHASE AGREEMENT

AGREEMENT between Jose Luis Castillo and Ignacia Pena de Castillo, husband and wife, 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, a 2,504.2 square foot fee portion of a larger parcel of 158,166 square feet described real property (the "**Property**");

### SEE ATTACHED EXHIBITS "A" & "A-1"

Together with all improvements thereon (as defined in the Summary Statement of Offer to Purchase and Improvement Report attached hereto as Exhibit "B"), 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:

\$4,757.98	Fee interest description
\$4,800.00	<i>Total Compensation (Rounded)</i>
\$2,400.00	Total Compensation For This Owner

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 Quitclaim 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 07 day of March, 2016

  
Jose Luis Castillo

  
Ignacia Peña de Castillo

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, Santa Fe County Manager

Date: 3.21.16

APPROVED AS TO FORM:

  
Gregory S. Shaffer, County Attorney

Date: 8/21/15

FINANCE DEPARTMENT APPROVAL:

  
Carole H. Jaramillo  
County Finance Director

Date: 8/24/15

**Exhibit "A"**  
**Legal Description of the Property**

**PARCEL 19**

ALL THAT PORTION OF A TRACT OF LAND DESCRIBED BY WARRANTY DEED RECORDED AS INST#1483928 IN THE OFFICE OF THE SANTA FE COUNTY CLERK, SAID TRACT LYING WITHIN SHC 3015 SECTION 28, 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 SOUTHEAST CORNER OF THE AFORESAID TRACT, MARKED BY A REBAR WITH CAP L.S.10461 & TAG L.S.5217 WHICH LIES S38°16'06"W 117.97 FEET FROM A 1.25" IRON PIPE MARKING THE SOUTHEAST CORNER OF SHC 2831 LOT 1,

THENCE S40°39'04"W, 204.32 FEET;

THENCE N17°05'56"W, 28.21 FEET;

THENCE N26°02'53"E, 1.88 FEET;

THENCE N48°02'53"E, 189.02 FEET;

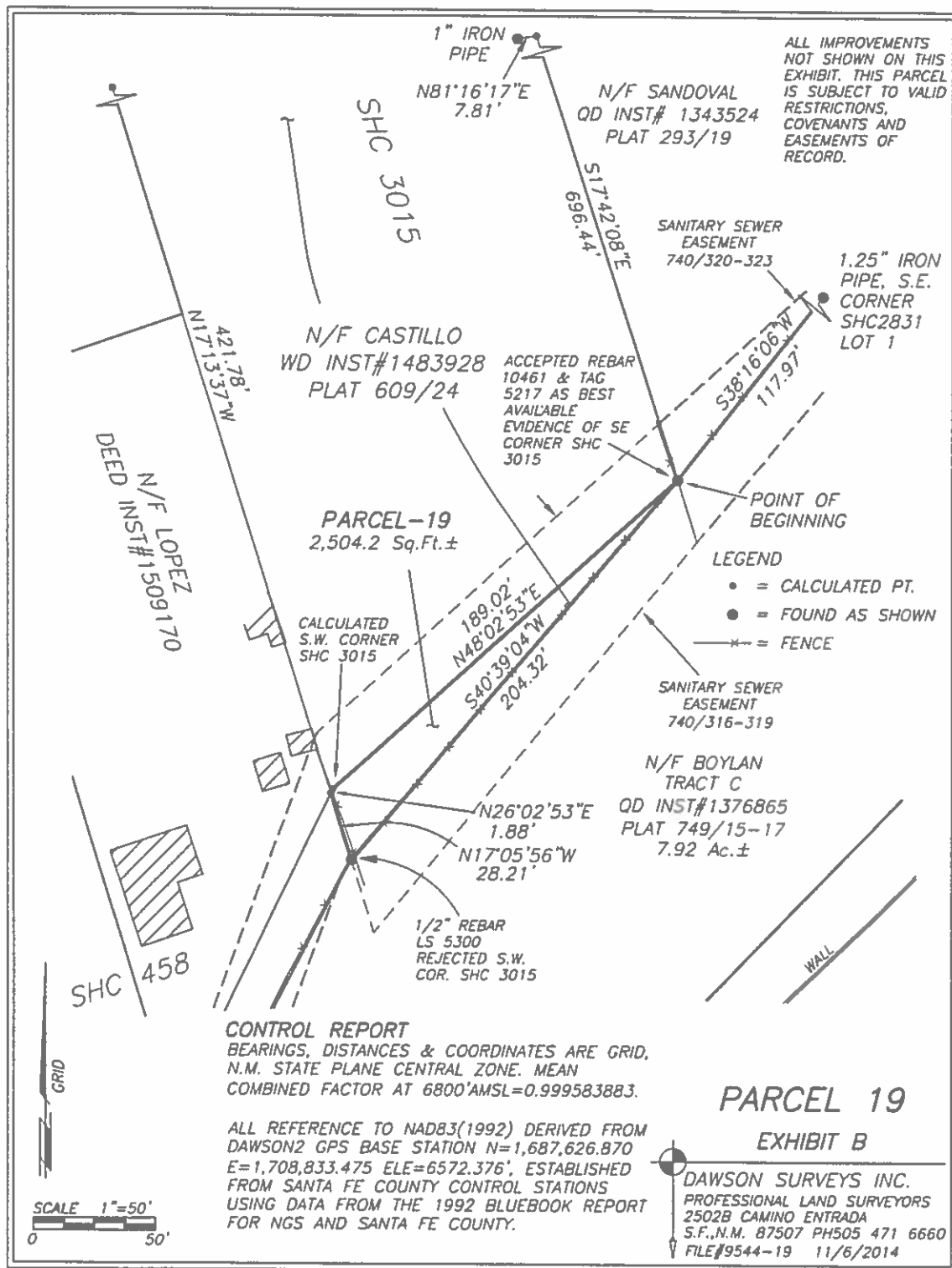
MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 2,504.2 Sq.Ft., MORE OR LESS, ALL AS SHOWN MORE COMPLETELY ON EXHIBIT B ATTACHED HERETO.

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



**EXHIBIT A**

**Exhibit "A-1"**  
**Legal Description Drawing of the Property**





**Exhibit "B"**

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

This statement accompanies our offer letter of January 15, 2016, and shows the basis on which the offer is made.

**A. IDENTIFICATION OF THE PROPERTY**

The land is identified as: A portion of SHC 3015, Sec. 28, T.17N, R.9E

UPC No.: 1051098226096000000 & 1051098272073000000

Property of: Jose Luis Castillo and Ignacia Pena de Castillo, husband and wife

**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	2,504.2 sq. ft.	\$ 1.90	\$ 4,757.98
<b>TOTAL JUST COMPENSATION</b>			<b>\$ 4,757.98</b>
<b>TOTAL JUST COMPENSATION (Rounded Up)</b>			<b>\$ 4,800.00</b>
Total Just Compensation-This Owner:			\$ 2,400.00

**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: 03/07/16 OWNER SIGNATURE: José L. Castillo

Dated: 03/07/16 OWNER SIGNATURE: Ignacia Pena de Castillo

**Exhibit "C"**

**Leases**

Lease Agreement affecting  
UPC # 1051098226096000000 & 1051098272073000000

1. See Attached

or

2. Not Applicable

JLC Owner's Initials ↙

I.P.C. Owner's Initials ↙

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

**PROJECT: Santa Fe River Greenway Project**

**PROPERTY OWNER: Jose Luis Castillo and Ignacia Pena de Castillo, husband and wife**

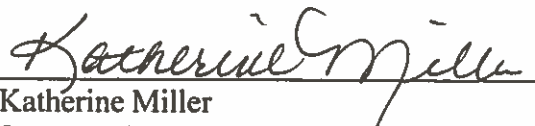
**TAX CODE NO.: 910002687 & 910019165/ UPC: 1051098226096000000 &**

**1051098272073000000**

**PROPERTY ADDRESS: Vacant Land, 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 \$2,400.00 for the interest of the owner identified above 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 is based on the Appraisal Reconciliation-Blended Rate Worksheet which provides the appraised value of adjacent properties within the limits of the Santa Fe River Greenway Project.

  
Katherine Miller  
Santa Fe County Manager

3.22.16  
Date

Approved as to form  
Santa Fe County Attorney

By: 

Date: 3/17/16

  
3/20/16

### Appraisal Reconciliation-Blended Rate Worksheet

This worksheet provides the appraised value of adjacent properties within the limits of the Santa Fe River Greenway Project. The purpose of this worksheet is to establish the value of a specific property which both owners identified below, claim ownership over.

Owner 1: Larry J. Boylan

Owner 2: Jose L. & Ignacia P. Castillo

Parcel: 19

Owner 1 Appraised Value-floodplain:	\$	0.90
Owner 2 Appraised Value-floodplain:	\$	-
Blended Appraised Value-floodplain:	\$	0.45

Owner 1 Appraised Value-developable:	\$	1.80
Owner 2 Appraised Value-developable:	\$	2.00
Blended Appraised Value-developable:	\$	1.90

Overlap Parcel Size:	2504.2 sq.ft.	%	Sq.Ft.
Percentage of property - floodplain:		0	0
Percentage of property - developable:		100	2504.2

#### Value Conclusion:

For portion in floodplain:	\$	-
For developable portion:	\$	4,757.98
Total:	\$	4,757.98
Rounded to:	\$	4,800.00