

PURCHASE AGREEMENT

AGREEMENT between The Ruth Zaporah Revocable Living Trust dated December 8, 1997, dated September 17, 2003, 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 1,378.00 Sq.Ft. open space easement in, on, over, under, across and through the following described real property (the "**Property**"):

SEE ATTACHED EXHIBITS "A" and "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: 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:

| | |
|------------|--------------------------------|
| \$3,000.00 | Open Space Easement |
| \$3,000.00 | Total Just Compensation |

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 BCC 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.

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 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 29 day of May, 2015.

The Ruth Zaporah Revocable Living Trust
dated December 8, 1997


Ruth Zaporah, Trustee

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

Buyer accepted this 29 day of May, 2015.

SANTA FE COUNTY:


Katherine Miller, Santa Fe County Manager

Date: 2-5-2015

APPROVED AS TO FORM:


Gregory S. Shaffer, County Attorney

Date: 2-4-15

FINANCE DEPARTMENT APPROVAL:


Teresa C. Martinez
Santa Fe County Finance Director

Date: 2/4/2015

Exhibit "A"
Legal Description of Permanent Open Space Easement

PARCEL 9 DESCRIPTION

ALL THAT PORTION OF A TRACT OF LAND, DESCRIBED WITHIN SPECIAL WARRANTY DEED RECORDED AS BOOK 2671 PAGE 717, SHOWN ON "RE-AMENDED PLAT FOR CORNELIO N GUTIERREZ" RECORDED AS RECEPTION NUMBER 238,544, ALL IN THE OFFICE OF THE SANTA FE COUNTY CLERK, SAID PARCEL LYING WITHIN PORTIONS OF SHC 413, SHC 1185 AND LOT 7 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 MOST WESTERLY CORNER OF PARCEL 9, WHICH LIES N60°13'05"E 52.11 FEET FROM A 1" IRON PIPE WITH INNER DIAMETER OF 1/2",

THENCE N60°13'05"E, 88.23 FEET;

THENCE N66°47'05"E, 65.20 FEET;

THENCE S14°37'18"E, 14.03 FEET;

THENCE S68°13'19"W, 150.81 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 1378 Sq.Ft., MORE OR LESS, AS SHOWN MORE COMPLETELY ON EXHIBIT B ATTACHED HERETO.


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



EXHIBIT A

Exhibit "A-1" **Legal Description Drawing of Permanent Open Space Easement**

CONTROL REPORT

BEARINGS, DISTANCES & COORDINATES ARE GRID, N.M. STATE PLANE
 CENTRAL ZONE. MEAN COMBINED FACTOR AT 6800'AMSL = 0.999583883.

ALL REFERENCE TO NAD83(1992) DERIVED FROM DAWSON2 GPS BASE
 STATION N=1,687,626.870 E=1,708,833.475 ELE=6572.376'
 ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA
 FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.

ALL IMPROVEMENTS NOT SHOWN
 ON THIS EXHIBIT. THIS PARCEL IS
 SUBJECT TO ANY RESTRICTIONS,
 COVENANTS AND EASEMENTS OF
 RECORD.

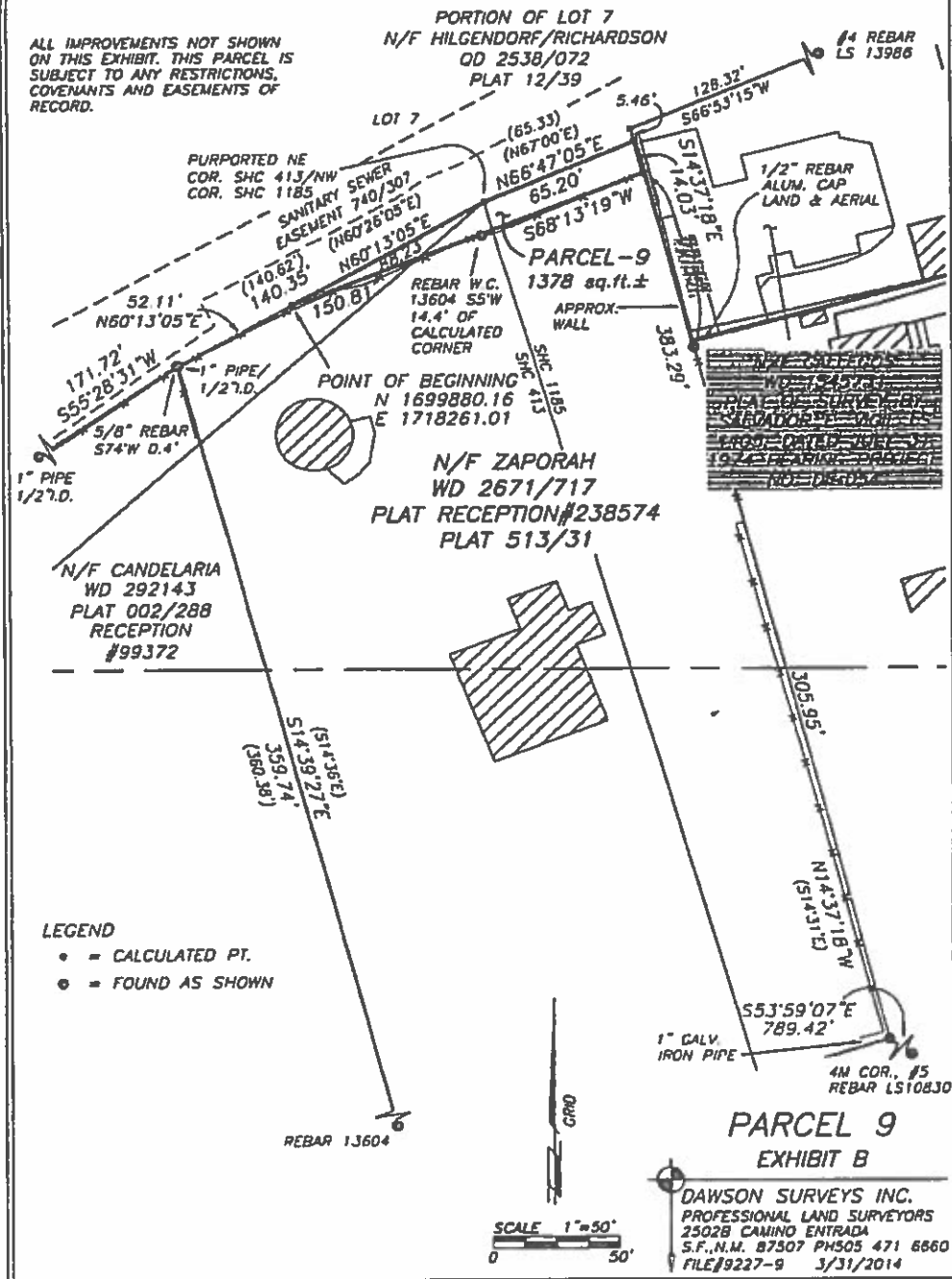


Exhibit "B"

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

This statement accompanies our offer letter of January 14, 2015, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1311 Alamo Rd, Santa Fe, NM

UPC No.: 105109838127000000

Property of: The Ruth Zaporah Revocable Living Trust dated December 8, 1997,
dated September 17, 2003

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 |
|--------------------------------|----------|-----------|---------------------------------|
| Open Space Easement (sq. ft.) | 1,378 | \$ 2.1500 | \$ 3,000.00 |
| TOTAL JUST COMPENSATION | | | \$ 3,000.00 |


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

Dated: May 29, 2015

The Ruth Zaporah Revocable Living Trust
dated December 8, 1997, dated September
17, 2003



Ruth Zaporah, Trustee

Exhibit "C"



Leases

Lease Agreement affecting
UPC # 1051098387127000000

1. See Attached

or

☒ 2. Not Applicable

12 Owner's Initials 
____ Owner's Initials 

For Internal Use Only

RIGHT-OF-WAY COMMITMENT NO. 1

Initial Submittal X Amendment

PROJECT NAME Santa Fe River Greenway Project

OWNER'S NAME Ruth Zaporah Revocable Living Trust

PROPERTY LOCATION 1311 Alamo, Santa Fe, NM

ASSESSOR'S PARCEL NUMBER (APN) 105109838127000000

Description of non-monetary commitments agreed upon by the owner and agent:

The Project, at the expense of Santa Fe County, will provide pedestrian access to the Santa Fe River to include a gate and a 6 foot high fence constructed with 60" of 2"x4" welded-wire, 2 strands of barbed wire on top on top of cedar posts at appropriate spacing. The fencing shall be located along the entire northern boundary including the acquired easement at the north side of the Owner's property.

Ruth Zaporah Revocable Living Trust

BY: 

RUTH ZAPORAH
(Printed name)

AS: owner

(Title)

anchored in concrete
RZ

Acceptance:


Open Space and Trails, Project Manager

6-3-15
Date


Open Space and Trails, Department Manager
DIVISION DIRECTOR, PROJECTS DIV.

6.3.15
Date

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

PROJECT: Santa Fe River Greenway Project

PROPERTY OWNER: The Ruth Zaporah Revocable Living Trust

TAX CODE NO.: 54040448 / **UPC:** 1051098387127000000


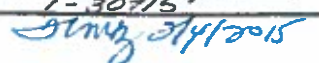
PROPERTY ADDRESS: 1311 Alamo Rd., Santa Fe, NM

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 \$2,950.00 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 6/1/14, Appraisal Review Report including independently completed market research information by Kris Kapke, PinnacleWest Investments, Review Appraiser for Tierra Right of Way Services, and the 5/22/14, Summary Appraisal Report prepared by Travis D. Engelage, MAI.


Katherine Miller
Santa Fe County Manager

2.5.2015
Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 1-30-15


SAMPLE

PERMANENT TRAIL, OPEN SPACE and FLOOD CONTROL EASEMENT

THIS EASEMENT made this 09 day of May, 2015 by and between The Ruth Zaporah Revocable Living Trust dated December 8, 1997, ("Grantor") and the 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 Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey, with warranty covenants, to the Grantee, its successors and assigns, a perpetual easement ("Easement") to construct, use, maintain, and to do all other things necessary for the construction, use and maintenance of flood control, open space, 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 is the owner of the above-described parcel of land, and that said lands are free and clear of encumbrances and liens.

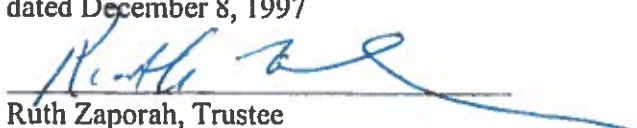
Such Easement is also to provide access in connection with the restoration of the Santa Fe River, including but not limited to, construction activities, grading, channel and bank stabilization, and maintenance (collectively referred to as "Flood Control") and all other things necessary for Flood Control.

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, however, Grantor shall not place any permanent or temporary structures, improvements or personal property within the easement area, nor shall Grantor convey any interest in the real property within the easement area without the express, written consent of the Grantee.

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

Grantor(s):

The Ruth Zaporah Revocable Living Trust
dated December 8, 1997


Ruth Zaporah, Trustee

STATE OF NEW MEXICO)
 Bernalillo) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 29 day of May, 2015 by Ruth Zaporah, Trustee of The Ruth Zaporah Revocable Living Trust dated December 8, 1997.



My commission expires:

4/23/18



Notary Public

UPC # 1051098387127000000

Exhibit "A"

Legal Description of Permanent Open Space, Trail and Flood Control Easement

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



3/31/2013

EXHIBIT A

Exhibit "A-1"

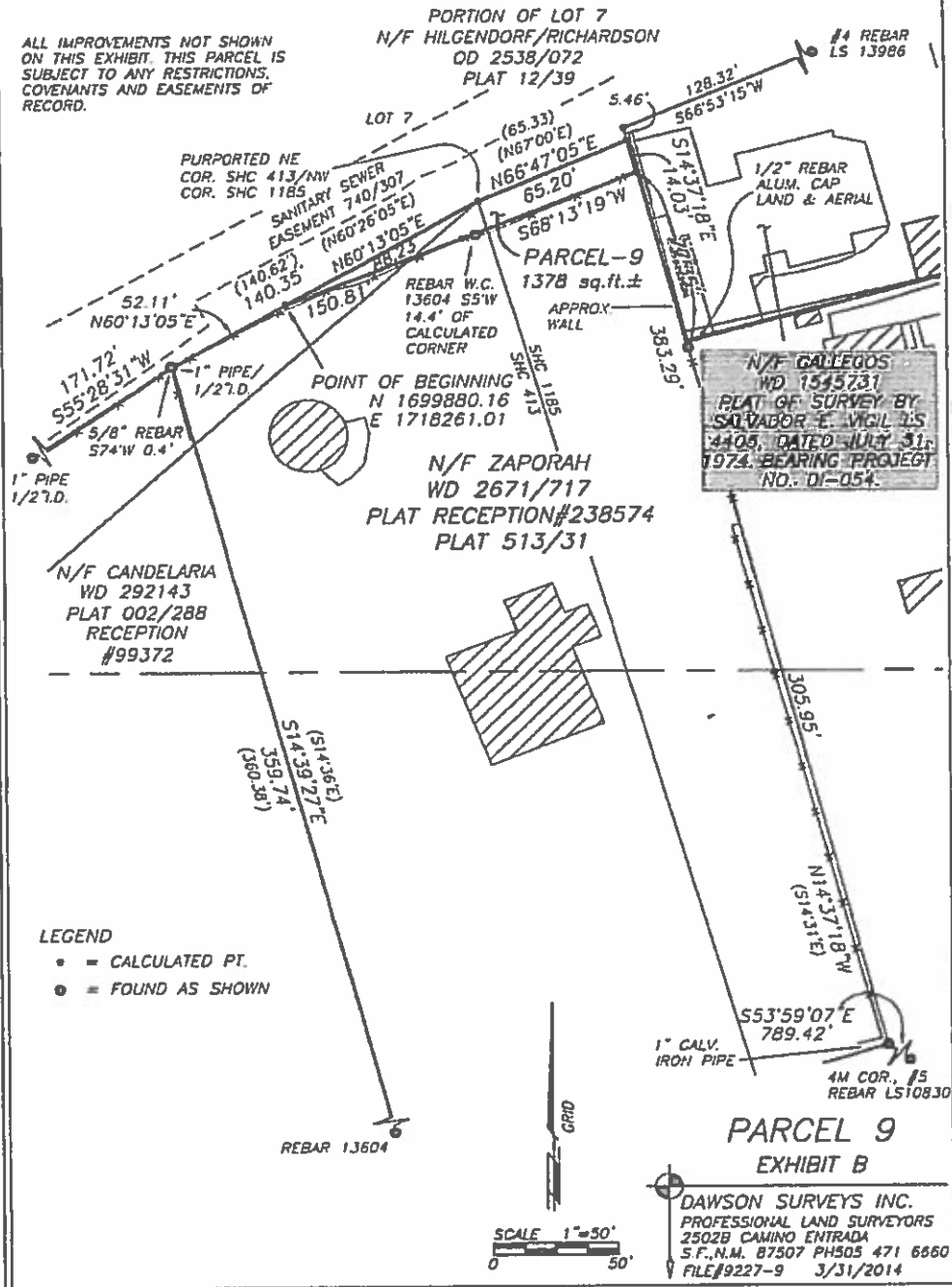
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ALL IMPROVEMENTS NOT SHOWN
ON THIS EXHIBIT. THIS PARCEL IS
SUBJECT TO ANY RESTRICTIONS,
COVENANTS AND EASEMENTS OF
RECORD.



A. Settlement StatementU.S. Department of Housing
and Urban Development

OMB No. 2502-0265

| | | | | | |
|--|---------------------------------------|--|---|--|-----------------------------|
| B. Type of Loan | | | | | |
| 1. <input type="checkbox"/> FHA | 2. <input type="checkbox"/> FmHA | 3. <input type="checkbox"/> Conv Unins | 6. File Number | 7. Loan Number | 8. Mortgage Ins Case Number |
| 4. <input type="checkbox"/> VA | 5. <input type="checkbox"/> Conv Ins. | 6. <input type="checkbox"/> Seller Finance | 150697 | | |
| C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. | | | | | |
| D. Name & Address of Borrower Santa Fe Board of County Commissioners, a political subdivision of the State of New Mexico PO Box 276 102 Grant Avenue Santa Fe, NM 87504-0276 | | E. Name & Address of Seller The Ruth Zaporah Revocable Living Trust dated December 8, 1997 | | F. Name & Address of Lender | |
| G. Property Location All that portion of a tract of land described within Special Warranty Deed recorded as Book 2671 page 717, shown on "Re-Amended Plat for Cornelio N. Gutierrez" recorded as Reception No. 238,544, all in the office of the Santa Fe County Clerk, said parcel lying within portions of SHC 413, SHC 1185 and Lot 7, Section 28, Township 17 North, Range 9 East, N. M. P. M., City and County of Santa Fe, New Mexico. | | | H. Settlement Agent Name Southwestern Title and Escrow, Inc. 236 Montezuma Avenue Santa Fe, NM 87501 Tax ID: 85-0422540 Underwritten By: Chicago Title | | |
| | | | I. Settlement Date 9/13/2016 Fund: | | |
| J. Summary of Borrower's Transaction | | | K. Summary of Seller's Transaction | | |
| 100. Gross Amount Due from Borrower | | | 400. Gross Amount Due to Seller | | |
| 101. Contract Sales Price | \$3,000.00 | | 401. Contract Sales Price | \$3,000.00 | |
| 102. Personal Property | | | 402. Personal Property | | |
| 103. Settlement Charges to borrower | \$879.78 | | 403. | | |
| 104. | | | 404. | | |
| 105. | | | 405. | | |
| Adjustments for Items paid by seller in advance | | | Adjustments for Items paid by seller in advance | | |
| 106. County property taxes | | | 406. County property taxes | | |
| 107. HOA Dues | | | 407. HOA Dues | | |
| 108. Sewer/ Refuse City of Santa Fe | | | 408. Sewer/ Refuse City of Santa Fe | | |
| 109. | | | 409. | | |
| 110. | | | 410. | | |
| 111. | | | 411. | | |
| 112. | | | 412. | | |
| 113. | | | 413. | | |
| 114. | | | 414. | | |
| 115. | | | 415. | | |
| 116. | | | 416. | | |
| 120. Gross Amount Due From Borrower | \$3,879.78 | | 420. Gross Amount Due to Seller | \$3,000.00 | |
| 200. Amounts Paid By Or in Behalf Of Borrower | | | 500. Reductions in Amount Due to Seller | | |
| 201. Deposit or earnest money | | | 501. Excess Deposit | | |
| 202. Principal amount of new loan(s) | | | 502. Settlement Charges to Seller (line 1400) | | |
| 203. Existing loan(s) taken subject to | | | 503. Existing Loan(s) Taken Subject to | | |
| 204. 2nd Mortgage | | | 504. Payoff of First Mortgage Loan to | | |
| 205. | | | 505. Payoff of Second Mortgage Loan to | | |
| 206. | | | 506. | | |
| 207. | | | 507. | | |
| 208. | | | 508. | | |
| 209. | | | 509. | | |
| Adjustments for Items unpaid by seller | | | Adjustments for Items unpaid by seller | | |
| 210. County property taxes | | | 510. County property taxes | | |
| 211. HOA Dues | | | 511. HOA Dues | | |
| 212. Sewer/ Refuse City of Santa Fe | | | 512. Sewer/ Refuse City of Santa Fe | | |
| 213. | | | 513. | | |
| 214. | | | 514. | | |
| 215. | | | 515. | | |
| 216. | | | 516. | | |
| 217. | | | 517. | | |
| 218. | | | 518. | | |
| 219. | | | 519. | | |
| 220. Total Paid By/For Borrower | \$0.00 | | 520. Total Reduction Amount Due Seller | \$0.00 | |
| 300. Cash At Settlement From/To Borrower | | | 600. Cash At Settlement To/From Seller | | |
| 301. Gross Amount due from borrower (line 120) | \$3,879.78 | | 601. Gross Amount due to seller (line 420) | \$3,000.00 | |
| 302. Less amounts paid by/for borrower (line 220) | \$0.00 | | 602. Less reductions in amt. due seller (line 520) | \$0.00 | |
| 303. Cash From Borrower | \$3,879.78 | | 603. Cash To Seller | \$3,000.00 | |

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following:

- HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
- Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate;
- Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

Previous Editions are Obsolete

Page 2

Form HUD-1 (3-86)
Handbook 4305.2

| L. Settlement Charges | | | | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
|---|-------------------------------------|--|-----------|---|---|
| 700. Total Sales/Broker's Commission based on price | \$3,800.00 | at % = | \$0.00 | | |
| Division of Commission (line 700) as follows: | | | | | |
| 701. | to | | | | |
| 702. | to | | | | |
| 703. Commission Paid at Settlement | | | | \$0.00 | \$0.00 |
| 704. Gross Receipt Tax | to | | | | |
| 705. Gross Receipt Tax | to | | | | |
| 800. Items Payable in Connection with Loan | | | | | |
| 801. Loan Origination Fee | % | to | | | |
| 802. Loan Discount | % | to | | | |
| 803. Appraisal Fee | | to | | | |
| 804. Credit Report | | to | | | |
| 805. Lender's Inspection Fee | | to | | | |
| 806. Mortgage Insurance Application | | to | | | |
| 807. Origination Fee | | to | | | |
| 808. Flood Certification | | to | | | |
| 809. Flood Determination | | to | | | |
| 810. Tax Service Fee | | to | | | |
| 811. Admin Fee | | to | | | |
| 812. Doc Prep Fee | | to | | | |
| 813. Processing Fee | | to | | | |
| 814. Broker Premium | | to | | | |
| 900. Items Required by Lender To Be Paid in Advance | | | | | |
| 901. Interest from | 9/13/2016 to 10/1/2016 | at \$0/day | | | |
| 902. Mortgage Insurance Premium for | months | to | | | |
| 903. Hazard Insurance Premium for | years | to | | | |
| 1000. Reserves Deposited With Lender | | | | | |
| 1001. Hazard insurance | months | at | per month | | |
| 1002. Mortgage insurance | months | at | per month | | |
| 1003. Sewer/ Refuse City of Santa Fe | months | at | per month | | |
| 1004. County property taxes | months | at | per month | | |
| 1005. HOA Dues | months | at | per month | | |
| 1006. | months | at | per month | | |
| 1007. | months | at | per month | | |
| 1008. | months | at | per month | | |
| 1011. Aggregate Adjustment | | | | | |
| 1100. Title Charges | | | | | |
| 1101. Settlement or closing fee | to | Southwestern Title and Escrow, Inc. | | \$250.00 | |
| 1102. Gross Receipt Tax | to | Southwestern Title and Escrow, Inc. | | \$20.78 | |
| 1103. Abstract or Title search | to | Southwestern Title and Escrow, Inc. | | \$200.00 | |
| 1104. Base Title Search Fee | to | | | | |
| 1105. Document preparation | to | | | | |
| 1106. Notary fees | to | | | | |
| 1107. Attorney's fees | to | | | | |
| (includes above items numbers: | |) | | | |
| 1108. Title insurance | to | Southwestern Title and Escrow, Inc. | | \$195.00 | |
| (includes above items numbers: | |) | | | |
| 1109. Lender's coverage | \$0.00/\$0.00 | | | | |
| 1110. Owner's coverage | \$3,000.00/\$349.00 | | | | |
| 1111. Commitment/Binder | to | Southwestern Title and Escrow, Inc. | | \$100.00 | |
| 1112. Survey Coverage Endorsement | to | Southwestern Title and Escrow, Inc. | | \$29.00 | |
| 1113. Mech Lien- Own Pol- filing exp | to | Southwestern Title and Escrow, Inc. | | \$25.00 | |
| 1200. Government Recording and Transfer Charges | | | | | |
| 1201. Recording Fees | Deed \$30.00, Mortgage, Rel \$30.00 | to Southwestern Title and Escrow, Inc. | | \$60.00 | |
| 1202. E-Recording Fee | Deed, Mortgage | to Southwestern Title and Escrow, Inc. | | | |
| 1203. State tax/stamps | Deed, Mortgage | to | | | |
| 1204. POA/Assignment Recordings | to | | | | |
| 1300. Additional Settlement Charges | | | | | |
| 1301. Survey | to | | | | |
| 1302. Pest Inspection | to | | | | |
| 1303. Courier & Packaging Servicing Fees | to | | | | |
| 1304. Property Taxes | to | | | | |
| 1305. Sewer & Refuse | to | | | | |
| 1306. Homeowners Association Dues | to | | | | |
| 1307. Document Printing & Processing Fees | to | | | | |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | | | | \$879.78 | |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Santa Fe Board of County Commissioners, a political subdivision of the State of New Mexico

The Ruth Zaporah Revocable Living Trust dated December 8, 1997

Katherine Miller
By: Katherine Miller
Santa Fe County Manager

By: Ruth Zaporah, Trustee

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

| Settlement Agent | Date |
|---|------|
| Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010. | |

Previous Editions are Obsolete

Page 3

Form HUD-1 (3/86)
Handbook 4305.2

AFFIDAVIT AS TO LIENS

File NO. 150697

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

1. Affiant is the purchaser of the following described property, to-wit:

All that portion of a tract of land described within Special Warranty Deed recorded as Book 2671 page 717, shown on "Re-Amended Plat for Cornelio N. Gutierrez" recorded as Reception No. 238,544, all in the office of the Santa Fe County Clerk, said parcel lying within portions of SHC 413, SHC 1185 and Lot 7, 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 most westerly corner of Parcel 9, which lies N 60° 13' 05" E 52.11 feet from a 1" iron pipe with inner diameter of 1/2"

Thence N 60° 13' 05" E. 88.23 feet;
Thence N 66° 47' 05" E. 65.20 feet;
Thence S 14° 37' 18" E. 14.03 feet;
Thence S 68° 13' 19" W. 150.81 feet;

more or less to the point of beginning, containing 1378 sq. feet, more or less, as shown more completely on Exhibit B attached hereto.

NOTE: The reference to square footage is for tract identification purposes only and is not to be construed as a part of any coverage afforded herein.

2. Affiant is buying the above described property and has requested that **Southwestern Title and Escrow, Inc.**, agent for **Chicago Title Insurance Company**, to issue a title insurance policy relating to this transaction.
3. In connection with the issuance of such policy, Affiant makes the following statement of fact and warrants all of such facts to be true and correct:
- a. Affiant owes no past due Federal or State taxes of any nature, there are no delinquent Federal or State tax assessments presently existing against Affiant, and no Federal or State Liens for taxes have been filed against Affiant.
 - b. There are no unpaid accounts, billings invoices or obligations of any nature owing to any mechanics, materialmen, architects, surveyors, contractors, suppliers, laborers or other parties entitled to file liens relating to any construction, improvements or repairs on the above described property which would allow any claims of lien to be filed against the improvements, repairs, or the property upon which same are situated including, without limitation, unpaid debts for electric or plumbing fixtures, water heaters, furnaces, air conditioners, antennae, carpeting, rugs, lawn sprinkling systems, window shades or coverings, fences, paving or any personal property or fixtures located on the property, and no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statements, security agreement or otherwise, except:

Secured Party

Approximate Amount

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

- c. Affiant hereby further states that there are no mechanic's or materialmen's liens relating to the property.
- d. There are no judgment liens in existence or filed against Affiant.

- e. ~~There are no lawsuits, claims or proceedings of any nature pending against Affiant in any Federal or State Court, including bankruptcy courts.~~
- f. Affiant knows of no adverse claim to the property and that so far as Affiant knows there are no encroachments or boundary conflicts relating to the property.
- g. No loans of any kind on such property except the following as shown on the Commitment to insure and provided to the Buyer for review:

9/2/16
RDF

| Creditor | Approximate Amount |
|----------|--------------------|
| _____ | _____ |
| _____ | _____ |

4. Affiant acknowledges Southwestern Title and Escrow, Inc. would not issue a title policy on said property without the representations and statements of fact provided by Affiant in this Affidavit and that such statements have been made as a material inducement for the issuance of such policy.

WITNESS my hand on this 9th day of September, 2016.

Santa Fe Board of County Commissioners,
a political subdivision of the State of New Mexico

Katherine Miller
By: Katherine Miller,
Santa Fe County Manager

Approved as to form
Santa Fe County Attorney

By: [Signature] per 6/4/16

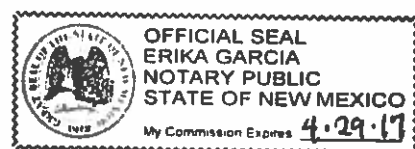
Date: 9/8/16
[Signature] for County Manager 9/8/16

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)SS.
COUNTY OF SANTA FE)

This instrument was acknowledged before me on this 8th day of September, 2016, by Katherine Miller, Santa Fe County Manager.

Erika Garcia
Notary Public



NOTICE TO PROPOSED INSURED

Name of Purchasers: Santa Fe Board of County Commissioners, a political subdivision of the State of New Mexico
Commitment No.: 150697 Commitment issue date: June 10, 2015
Short Description of Property: 1311 Alamo Road Santa Fe, NM 87507
Name \ Telephone Number of Agency/Insurer ("Company"): Southwestern Title and Escrow, Inc. 505-820-1800

READ THIS NOTICE TO FAMILIARIZE YOURSELF WITH ADDITIONAL COVERAGES AVAILABLE.

The New Mexico Insurance Department requires that this Notice be given in connection with all commitments/binders issued for title insurance owner's policies on one to four residential family properties.

THIS NOTICE SHOULD BE RETURNED TO THE COMPANY AT THE EARLIEST POSSIBLE TIME. IT MUST BE SIGNED NOT LATER THAN CLOSING. FAILURE TO ACT IMMEDIATELY COULD DELAY CLOSING SINCE NO TITLE POLICY CAN BE ISSUED UNTIL THIS DOCUMENT IS SIGNED AND RETURNED TO THE COMPANY.

Standard title insurance policies do not cover certain risks. These risks include the standard exceptions shown on your commitment/binder schedule "B", which will also be part of your policy. Standard Exceptions 1, 2, 3, and 4 (like all the exceptions) limit the coverage under your title policy. However, some of this coverage can be reinstated as described below:

Standard Exception 1 (Parties in Possession) excludes coverage for certain claims of tenants, squatters or other persons who may claim possession of the property. Standard Exception 1 may be deleted and the coverage reinstated if you meet certain requirements. There is no extra premium charge for this coverage, but there may be a charge for inspection of the property.

Do you want this coverage? Yes ☒ No ☐

Standard Exception 2 (Unrecorded Easements) excludes coverage for easements not shown in the public records. Standard Exception 2 may be deleted and the coverage reinstated if you meet certain requirements. There is no extra premium charge for this coverage, but a survey meeting the insurer's requirements is required and there may be a charge for an inspection.

Do you want this coverage? Yes ☒ No ☐

Standard Exception 3 (Survey Protection) excludes coverage for encroachments, overlaps, conflict in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises. Standard Exception 3 may be deleted and the coverage reinstated if you meet certain requirements. If your survey turns out to have inaccurately represented items such as boundaries, easements, location of improvements, etc., the standard policy won't cover any harm you suffer as a result of such inaccuracies. Standard Exception 3 may be deleted and the coverage reinstated if you meet certain requirements. The charge for this coverage is 15% of the Owner's Policy premium, and you must provide a survey meeting the insurer's requirements for insurability.

Do you want this coverage? Yes ☒ No ☐

Standard Exception 4 (Lien Coverage) excludes coverage for certain liens (i.e. claims filed for payment for services and materials provided in connection with the property) not filed in the public records on the policy date. Standard Exception 4 may be deleted and the coverage reinstated if you satisfy certain requirements. The charge for this coverage is \$25 if the statutory time limit for filing a lien has expired. If the time limit has not expired, the charge is \$3.00 for each \$1,000 of insurance. In either case, you will have to provide information which the company requires, and the Buyer or Seller will be responsible for any cost of providing such information.

Do you want this coverage? Yes ☒ No ☐

PLEASE ACKNOWLEDGE YOU HAVE BEEN MADE AWARE THAT YOU MAY INCREASE YOUR TITLE POLICY AMOUNT IF YOU ADD IMPROVEMENTS, OR IF THE VALUE OF YOUR PROPERTY INCREASES OVER TIME, BY

REQUESTING AN INCREASE IN COVERAGE AND PAYING THE APPLICABLE PREMIUMS. THIS WILL NOT CHANGE THE TERMS OF THE POLICY OTHER THAN THE AMOUNT.

 18/11 initial here

Upon the Company's receipt of this signed Notice, it may require that certain information and documents be produced. For example, a survey, inspection, lien waivers, affidavits, financial statements, etc, may be requested. The information requested will vary depending upon what additional coverage you have requested, the insurer's guidelines for issuing such coverage and the particular transaction involved. Providing this information and examining it may extend the length of time needed to close and to prepare your title policy. **TO AVOID DELAYS YOU ARE REQUESTED TO FILL OUT, SIGN AND RETURN THIS NOTICE TO THE COMPANY AS SOON AS POSSIBLE, ESPECIALLY IF YOU WANT ANY OF THE ADDITIONAL COVERAGES.**

If you need further information concerning cost or requirements for obtaining the coverages only, you should call the Company at the telephone number given at the beginning of this Notice. **IF YOU DO NOT UNDERSTAND THE ADDITIONAL COVERAGES, OR WANT TO KNOW IF YOU NEED THESE COVERAGES, YOU ARE ENCOURAGED TO SEEK AN ATTORNEY'S ADVICE. THE CLOSING OFFICER AND THE COMPANY'S PERSONNEL ARE NOT REQUIRED AND MAY NOT BE QUALIFIED TO ANSWER SUCH QUESTIONS.**

Santa Fe Board of County Commissioners, a political subdivision of the State of New Mexico

 Katherine Miller 9/8/16
By: Katherine Miller, Date
Santa Fe County Manager

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 9/8/16
 See 22 for Cont. of form 9/8/16

ADDENDUM TO HUD-1 SETTLEMENT STATEMENT
FILE NO. 150697

WE, THE UNDERSIGNED, HEREBY APPROVE THIS STATEMENT IN ITS ENTIRETY, AND RECOGNIZE THAT THIS CLOSING WILL BE COMPLETE WHEN (1) THE DEPOSITED FUNDS ARE IN CASH AND (2) THE TITLE POLICY IS ISSUED TO THE INSURED.

SOUTHWESTERN TITLE AND ESCROW, INC. SHALL HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO WITHHOLDING OF FUNDS PURSUANT TO SECTION 1445 OF THE INTERNAL REVENUE CODE OF 1954 AS AMENDED ADVISING THE PARTIES AS TO THE REQUIREMENTS OF SUCH SECTION, DETERMINING WHETHER THE TRANSFEROR IS A FOREIGN PERSON UNDER SUCH SECTION, OR OBTAINING A NONFOREIGN AFFIDAVIT OR OTHER EXEMPTION FROM WITHHOLDING UNDER THE ACT.

TAX PRORATIONS FOR THE CURRENT YEAR IS ESTIMATED. NO LIABILITY IS ASSUMED BY Southwestern Title and Escrow, Inc. FOR ANY INCREASE OR DECREASE IN TAXES BY CHANGED VALUATIONS OR RATES.

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower(s):
**Santa Fe Board of County
Commissioners, a political subdivision
of the State of New Mexico**

Seller(s):
**The Ruth Zaporah Revocable Living
Trust dated December 8, 1997**


**By: Katherine Miller,
Santa Fe County Manager**

By: Ruth Zapora, Trustee

Borrower(s) Mailing Address:
**PO Box 276
102 Grant Avenue
Santa Fe, NM 87504-0276**

Seller(s) Mailing Address:
**1311 Alamo Road
Santa FE, NM 875074**

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY OTHER SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE OR IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

SOUTHWESTERN TITLE AND ESCROW, INC.

Kay Jones

Date

ALTA PRIVACY FORM
MAY 7, 2001

Chicago Title Insurance Company and/or Southwestern Title and Escrow, Inc.
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Chicago Title Insurance Company and Southwestern Title and Escrow, Inc..

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Initial KM - Katherine Miller, Santa Fe County Manager

Approved as to form

Santa Fe County Attorney

By: [Signature]

Date: 8/18/16

[Signature] Santa Fe County Attorney

Southwestern Title and Escrow, Inc.
236 Montezuma Avenue
Santa Fe, NM 87501

Date: September 13, 2016

File No.: 150697

Property Address: 1311 Alamo Road, Santa Fe

ERRORS AND OMISSION /COMPLIANCE AGREEMENT

Southwestern Title and Escrow, Inc., acting as closing agent for the above referenced transaction is relying on information provided from third parties. In consideration of Southwestern Title and Escrow, Inc., closing the above referenced transaction, sellers, purchasers and/or borrowers if requested by Southwestern Title and Escrow, Inc., agree to fully cooperate to adjust for any errors and/or omissions relating to such third party information. This includes but is not limited to any adjustments for loan payoffs, creditor payments, property taxes or water bill pro-rations, insurance premiums, repair bills or any undisclosed monies to be collected. The undersigned agree to provide Southwestern Title and Escrow, Inc. with any additional funds within five (5) business days.

The undersigned parties agree that subsequent to closing, if Southwestern Title and Escrow, Inc. discovers clerical or typographical errors in any of the closing documentation, correction of those documents will be necessary.

The undersigned agree to re-execute or initial any correction documents in a timely manner and understand that time is of the essence and any delay in those corrections will delay recording of the documents and/or funding.

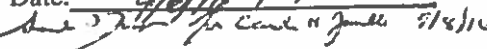
Santa Fe Board of County Commissioners, a political subdivision of the State of New Mexico


By: Katherine Miller
Santa Fe County Manager

Approved as to form

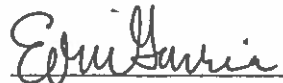
Santa Fe County Attorney

By: 

Date: 9/13/16


ACKNOWLEDGEMENT

This instrument was acknowledged before me on September, 8th, 2016, by Katherine Miller, Santa Fe County Manager.



Notary Public

