



# City of Santa Fe New Mexico

## Memorandum



**Date:** December 17,2024

**To:** Randy Randall, Interim City Manager

**Via:** *Regina Wheeler*  
Regina Wheeler (Sep 10, 2024 14:03 MDT)  
 Regina Wheeler, Public Works Department Director

**From:** Romella Glorioso-Moss, PhD, CPM, Capital Projects Manager *RGM*

**Subject:** Approval of a ROW Purchase Contract

**Vendor Name/No.:** **Southwestern Title & Escrow, Inc. (8777)**

**ITEM AND ISSUE:**

Public Works Department Respectfully Requests Your Review and Approval of a Right-of-Way Purchase Contract in the Total Amount of \$5,600 Excluding Southwestern Title and Escrow Closing Fees for the Construction of Sandoval-Montezuma Intersection Improvements Project; (FSFX LLC/Complete Streets); (Romella Glorioso-Moss, [rsglorioso-moss@santafenm.gov](mailto:rsglorioso-moss@santafenm.gov), 505-955-6623)

**Action Requested:** Approve the FXSF, LLC. Purchase Contract payable to Southwestern Title & Escrow, Inc.

**BACKGROUND AND SUMMARY:**

The FXSF, LLC accepted the City offer to purchase a right of way easement to construct the Sandoval-Montezuma Intersection Improvements Project. The ROW mapping and design for this project was funded by NMDOT through the State Road Fund Program for \$200,000. This project includes improved signalized intersection, Americans with Disabilities Act (“ADA”) upgrades, intersection street lighting and permanent signing and striping at the intersection of Sandoval Street and Montezuma Avenue. To construct this project, a 343 sq. ft. easement for \$5,600 excluding Southwestern Title and Escrow closing fees, must be acquired from FXSF, LLC. The \$75/sq ft cost is based on the Appraisal Report prepared by the American Property - Consultants & Appraisers, Inc. The Purchase Contract is attached for your review and approval.

**PROCUREMENT METHOD:**

The procurement method is per Sections 42A-1-3 through 42A-1-4 of the New Mexico Procurement Code, NMSA 1978 and followed NMDOT’s Right of Way Bureau Acquisition Process.

**Chief Procurement Officer Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Comment/Exceptions:** \_\_\_\_\_

**Supporting Information:**

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250171  
The FY25 Project ledger number is ST18330BJ

**SOURCE/REVENUE:** Expense

**The funding source is:** Impact Fees  
**Fund Name/Number:** Roadway/Trails/330  
**Munis Org Name/Number:** Streets/3309980  
**Munis Object Name/Number:** WIP Land/572940

**Capital Project:**  
**(New and improvement projects that are going to cost \$10,000 or more)**  
X Yes |  No

**Department Approvals:**  
**IT Components:**  Yes | X No  
**Vehicles:**  Yes | X No  
**Facilities, Furniture, Fixtures, Equipment:**  Yes | X No

**Department Contract Administrator Contact Info:**  
Amanda Archuleta, Email: [ajarchuleta@santafenm.gov](mailto:ajarchuleta@santafenm.gov); Phone: 505-955-6631

**ATTACHMENTS:**  
Purchase Contract

*Halona Crowe*

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Reviewed by Halona Crowe

**PURCHASE CONTRACT**


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Project:	City of Santa Fe Sandoval/Montezuma Intersection Improvements	PCN #	C5182665, HW2M700068
Parcel(s):	2-1 and 2-TCP-2		

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THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
between **FXSF LLC, a New Mexico limited liability company, an undivided 50% interest and  
Matias A. Zamora and Emeline L. Zamora as Trustees of the Matias A. Zamora and  
Emeline L. Zamora Revocable Trust U/T/A dated 2-5-91, an undivided one-half (1/2)  
interest**  
whose address is **P.O. Box 1769 Santa Fe, NM 87504**

Party of the First Part, and the City of Santa Fe, a charter municipality organized under the laws of the State of New Mexico, hereinafter referred to as the City. For the purposes of this contract, Party shall be deemed to be either singular or plural as the context requires.

**WITNESSETH:** For good and valuable consideration, receipt of which is hereby acknowledged, the Party of the First Part hereby delivers to the City, One (1) Warranty Deed for 2-1 and One (1) Temporary Construction Permit for 2-TCP-2 for the public improvement known as Sandoval/Montezuma Intersection Improvements situated in Santa Fe County, State of New Mexico, and subject to the following terms and conditions:

**CONDITIONS:**

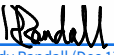
1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the Party of the First Part.
2. THIS CONTRACT embodies the whole Agreement between the parties hereto, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
3. The Party of the First Part hereby agrees that the compensation herein provided to be paid includes full compensation for their interests, and the interests of their life tenants, remaindermen, reversioners, lienors and lessees, and any and all other legal and equitable interests which are or may be outstanding, and said Party of the First Part agrees to discharge the same.
4. THIS CONTRACT shall be binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the City Manager or his/her authorized representative.
5. The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above. It is further understood and agreed that, except as noted or specified above, IMMEDIATE POSSESSION of said premises, and the right to enter thereon, is HEREBY GRANTED to the City, its duly authorized Agents and Contractors, upon receipt of payment by First Party.
6. The terms and conditions of this contract have been fully explained and are understood by the undersigned, and payment is to be made in accordance with the above conditions.
7. The consideration as set forth in the contract shall constitute full payment for the premises and all damages, of whatever nature, arising out of or by reason of the use of said premises for roadway purposes.


8. Party of the first part will hold the City harmless for any and all claims, demands or causes of action arising out of or as a result of the transactions as described herein.

THE CITY agrees to purchase the above-described real estate, or interest therein, and to pay upon delivery of one (1) good and sufficient Warranty Deed and one (1) Temporary Construction Permit therefore, as follows:

Parcel	Sq. Ft.	\$ / SF	% Fee	Land	Improvements	Net Damages	Total
2-1	37	\$75.00	100%	\$2,800	\$350	\$0	\$3,150
2-TCP-2	306	\$75.00	10%	\$2,300	\$150	\$0	\$2,450
<b>Total Compensation:</b>							<b>\$5,600</b>

**CITY OF SANTA FE**

BY:  Date: Dec 17, 2024  
Randy Randall (Dec 17, 2024 11:53 MST)  
City Manager

ATTEST:  Date: Dec 17, 2024  
Andrea Salazar (Dec 17, 2024 12:05 MST)  
City Clerk *XIV*

CITY ATTORNEY'S OFFICE  Date: Sep 9, 2024  
Marcos Martinez (Sep 9, 2024 16:33 MDT)  
Marcos Martinez, Senior Assistant City Attorney

APPROVED FOR FINANCES  Date: Dec 16, 2024  
Emily Oster, Finance Director

Party of the First Part: **FXSF LLC, a New Mexico limited liability company, an undivided 50% interest and Matias A. Zamora and Emeline L. Zamora as Trustees of the Matias A. Zamora and Emeline L. Zamora Revocable Trust U/T/A dated 2-5-91, an undivided one-half (1/2) interest**

By:  Date: 9/4/24  
FXSF LLC

Title: managing member

By: Matias Zamora  
~~MATIAS A. ZAMORA~~

Date: \_\_\_\_\_

Title: Successor Trustee

By: \_\_\_\_\_  
~~EMELINE L. ZAMORA~~

Date: \_\_\_\_\_

Title: \_\_\_\_\_










# CM 600 Purchase Contract Southwestern Title (FSFX LLC)

Final Audit Report

2024-09-10

Created:	2024-09-10
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAphAF0s_BJIEzsOMjOFnW6erVSdKsQXu-

## "CM 600 Purchase Contract Southwestern Title (FSFX LLC)" History

-  Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)  
2024-09-10 - 6:25:54 PM GMT- IP address: 63.232.20.2
-  Document emailed to Halona Crowe (hcrowe@santafenm.gov) for signature  
2024-09-10 - 6:26:53 PM GMT
-  Email viewed by Halona Crowe (hcrowe@santafenm.gov)  
2024-09-10 - 6:47:56 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Halona Crowe (hcrowe@santafenm.gov)  
Signature Date: 2024-09-10 - 7:43:46 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to rawheeler@santafenm.gov for signature  
2024-09-10 - 7:43:47 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2024-09-10 - 8:03:42 PM GMT- IP address: 104.47.64.254
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler  
2024-09-10 - 8:03:52 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2024-09-10 - 8:03:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-09-10 - 8:03:54 PM GMT



# 24-0687 FXSF LLC and Matias A Zamora and Emeline Zamora

Interim Agreement Report







2024-12-17

Created:	2024-12-11
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAOTuMuYmF_gFIXwevY0zHld2jHx1BDIYZ

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "24-0687 FXSF LLC and Matias A Zamora and Emeline Zamora" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-12-11 - 0:00:13 AM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2024-12-11 - 0:04:18 AM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2024-12-17 - 5:57:59 AM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2024-12-17 - 6:02:53 AM GMT - Time Source: server- IP address: 73.42.112.179
-  Document emailed to Randy Randall (rrandall@santafenm.gov) for signature  
2024-12-17 - 6:02:55 AM GMT
-  Email viewed by Randy Randall (rrandall@santafenm.gov)  
2024-12-17 - 7:20:04 AM GMT- IP address: 104.28.48.215










# 24-0687 FXSF LLC

Final Audit Report

2024-12-17

Created:	2024-12-17
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANcp75IRapQNQAzoUvrXkl5fnZv1dFR60

## "24-0687 FXSF LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-12-17 - 6:03:12 PM GMT- IP address: 63.232.20.2
-  Document emailed to Randy Randall (rrandall@santafenm.gov) for signature  
2024-12-17 - 6:09:36 PM GMT
-  Email viewed by Randy Randall (rrandall@santafenm.gov)  
2024-12-17 - 6:53:14 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Randy Randall (rrandall@santafenm.gov)  
Signature Date: 2024-12-17 - 6:53:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to axsalazar@santafenm.gov for signature  
2024-12-17 - 6:53:35 PM GMT
-  Email viewed by axsalazar@santafenm.gov  
2024-12-17 - 7:05:09 PM GMT- IP address: 104.47.65.254
-  Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar  
2024-12-17 - 7:05:28 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)  
Signature Date: 2024-12-17 - 7:05:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-12-17 - 7:05:30 PM GMT