

The University of New Mexico

Director of Real Estate Scholes Hall Albuquerque, NM 87131 Telephone 505: 277-4620

February 10, 1989

Mr. Bill Bailey
Capital Projects Director
Commission on Higher Education Alexander To count 15
1068 Cerrillos Road
Santa Fe, New Mexico 87501-4295

Re: UNM Request for CHE and Board of Finance Approvals for an Acquisition of Real Property

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والسيم والتراوا

Dear Mr. Bailey,

Commission on Higher Education and State Board of Finance approvals are being requested for purchase of real property located at 1806 Mesa Vista N.E. in Albuquerque. The subject property consists of a house containing 2,110 gross square feet (including finished basement) and a 7,405 square foot lot. The property constitutes a privately owned inholding within the established border of UNM's Central Campus. Acquisition is consistent with UNM's "Five Year Facilities Master Plan 1989-93".

Approval by UNM's Board of Regents is expected at the February 14, 1989 meeting.

Enclosed for your review are copies of supporting documents. Please contact me if additional information is required.

Sincerely,

Alan S. Prickett

Director of Real Estate

Enclosures

Alan S. Prickett

Enclosures

Alan S. Prickett

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OFFER TO PURCHASE AND PURCHASE AGREEMENT

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THIS AGREEMENT, made by and between Cecil and Barbara Sonnier, as Seller, and THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a corporation of the State of New Mexico, as Buyer.

Seller agrees to sell and Buyer agrees to buy the following described real property in Bernalillo County, New Mexico upon the following terms and conditions:

House and lot located at 1806 Mesa Vista N.E further described as Lot numbered Fourteen (14) and the West Three feet (W.3') of Lot numbered Thirteen (13), in Block numbered Two (2) of the Plat of Blocks 2 and 3 of the Sigma Chi Addition

- 1. The purchase price is eighty eight thousand and No/100 Dollars (\$88,000.00) cash.
- 2. Merchantable fee simple title will be conveyed to the Buyer by warranty deed upon payment of the purchase price, free and clear of all liens and encumbrances except reservations, restrictions and easements of record, lien of Conservancy Districts and zoning.

As soon as practicable after signing this Agreement the Seller, at its expense, will furnish to Buyer a title insurance binder. Buyer shall have a reasonable time for examination of title. If merchantable fee simple title, as required by this Agreement, cannot be conveyed to Buyer by the time set for closing, then at Buyer's option, this Agreement shall be of no force or effect. A title insurance policy will be provided at closing at Seller's expense.

- 3. Taxes, rent and utilities will be prorated to closing date. Buyer and Seller agree to pay their share of customary closing costs; each shall pay its own attorney's fees.
- 4. Existing survey is to be furnished to Buyer by Seller.

- 5. Buyer shall be entitled to possession on the date of closing. The property will be in the same condition, reasonable wear and tear excepted as of the date of this agreement. Seller shall insure the property against fire and casualty losses until the date of closing.
- 6. Closing shall be completed on March 31, 1989, or as soon as practicable thereafter following approval of the purchase by the State Board of Finance.

- 7. This Purchase Agreement is made subject to the approval of the Board of Regents of the University of New Mexico, the Commission on Higher Education, and the State Board of Finance. If any of said boards fail to approve the purchase of the subject property, this Purchase Agreement will be void and neither party shall incur any liability with respect thereto.
- 8. This Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, successors, assigns or legal representatives of the parties hereto, provided that none of the parties hereto shall have the right to assign the agreement without the prior written consent of the other party.

9. Other provisions:

(a) Buyer's offer to purchase shall expire on January 27, 1989, at 5:00 p.m., M.S.T., if not accepted by Seller prior to that time.

(b) All appliances including stove, oven, and refrigerator shall remain with the house. All window coverings shall remain with the house.

IN WITNESS WHEREOF, this Agreement has been executed by Seller and Buyer as of the dates indicated below.

SELLER:

Date:	1/27/89	Cecil Sonnier (km)
Date:	1/27/89	Sasfasa A Sonnier Barbara Sonnier
Date:	1/27/89	BUYER: THE REGENTS OF THE UNIVERSITY OF NEW MEXICO By: David L. Mc Kinney, Vice President for Business and Finance

Approved as to form: University Counsel

By: Vimothy n. Fast

I, Cecil S. Sonnier, give my wife, Barbara A. Sonnier, power-of-attorney for any refinancing and any negotiations concerning our house at 1806 Mesa Vista Road, NE, Albuquerque, New Mexico, 87106.

Cecil S. Sonnier

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Inspect Property

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Review Appraisar SIGNATURE

NAME Haven CT 06511

(if applicable)

I (We) certify: that is the best of my (mir) in

Appraiser(s) SIGNATURE (LILLE

To billion the facts and data littled herein are the and disject, that I (we) personally inspected the subject property, and of all comparable sales close in this report, and that I (we) have no undisclosed interest, present or prospective

ADDENDUM TO FNMA FORM 1004

Subject Property Address:

1806 MESA VISTA NE

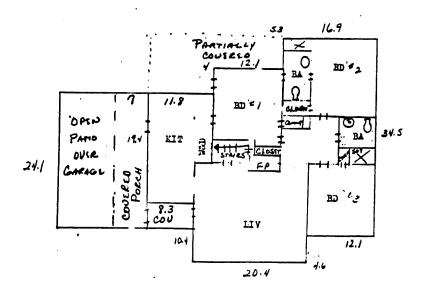
- 1. The terms of sale and seller's expenses involved in subject transaction, if a sale, have been considered and found to have no measurable impact on value as they are typical and customary in this area and market. Financing adjustments, if made, are based on identifiable differences in sale price due to terms of sale through market extraction. Atypical financing concessions and/or marketing devices, if any, have been adjusted. Financing adjustments have not been arbitrarily made for points paid in FHA or VA financed sales. The absence of financing adjustments reflects the absence of a typical financing concessions or sale terms involved in either the subject or the comparable transactions.
- 2. Comparable sales used in this report were selected from the best available data for this market and, unless otherwise noted, are closed transactions. No more representative or more recent closed sales were known by the appraiser to exist as of the effective date of the appraisal. Where comparable sales outside of or some distance away from subject neighborhood have been used, it is because comparables from competing areas closer to subject were not available. Furthermore, where comparables sold over six months ago have been used, it is because, in the appraiser's professional opinion, the use of older sales leaves less chance for error than the use of more recent sales which would require more and/or larger adjustments. Where individual adjustments exceed 10%, net total adjustments 15% or gross adjustments 25% of the sales price of this comparable, the comparable was used as data requiring fewer and/or smaller adjustments was not available.
- 3. Time adjustments, if any, are conservatively estimated based on market trends and market extraction. If no time adjustments are shown, either the sales are very recent or this particular market segment has not realized any measurable appreciation over recent months.
- 4. Single Family Residences: The Income Approach has not been used in this appraisal because, first, the income producing capabilities of single family homes are not significant or typical motivations of purchasers in this market, and second, the quantity of available single family rental data is highly limited in this area/market an is, in the appraiser's professional opinion, insufficient in developing this approach to estimating value.
- 5. The cost index used in developing reproduction cost new is the Marshall & Swift Residential Cost Handbook plus locally indentifiable costs from builders and other local sources. This sets in continually updated.
- 6. Where completion of the maniect is required from plate or from a rehabilitation plan or where specific transition by the appraisal, a final impection by the appraisal as required as completing contrary to these documents or requirements may render this appraisal null and void.
- 7. Photographs of comparables may not accurately reflect their actual condition as of their dates of sale. In most cases, photographs were not taken until after closing and therefore may reflect changes which have occured during this period of time.
- 8. Any variance in market data and MLS computer print out material is due to information supplied by listing or belling agent and/or broker

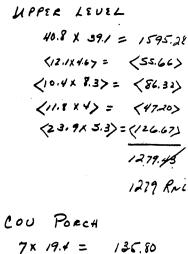
Appraiser(s)	Carolin Groff	Data /-7-89
	Carolyn Groff	

ADDENDUM TO FNMA FORM 1004

1806 MESA VISTA NE

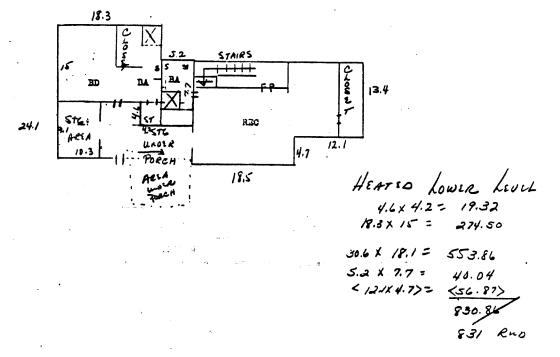
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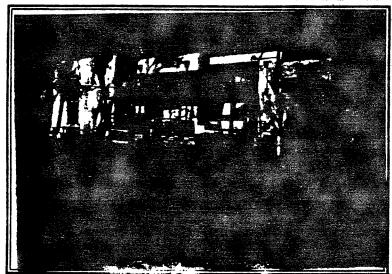
PHOTOGRAPH A. JENDUM

Borrower/Client	COMMIEM			
Property Address	1806 JÆSA	VISTA RD ME		
City IT 9	County	Barn	State NUML HEACT CO	Zio Code67106
Lender				



FRONT OF SUBJECT PROPERTY

EXCUE



REAR OF SUBJECT PROPERTY

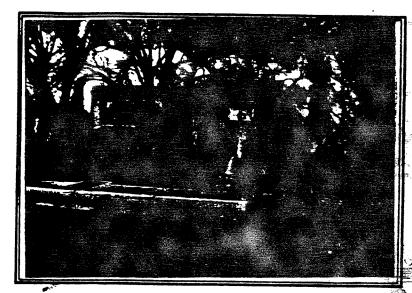


STREET SCENE

☐ ADDITIONAL PHOTOGRAPHS ON REVERSE SIDE

PHOTOGRAPH ADDENDUM

Borrower/Client	SOMMILL				149884
Property Address	1806 NESA	VISTA ROMA		· · · · · · · · · · · · · · · · · · ·	
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Lender					



Comp #1

1305 MARQUETTE NE



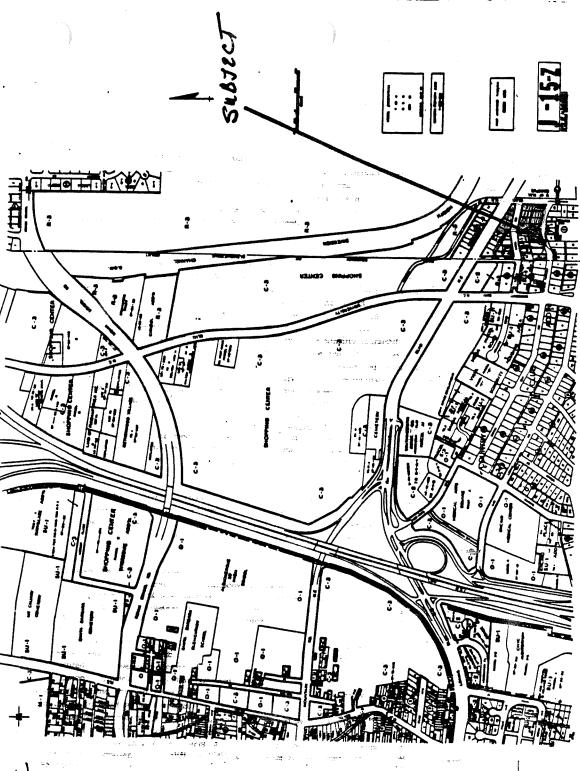
Comp #2

411 GIRARD NE

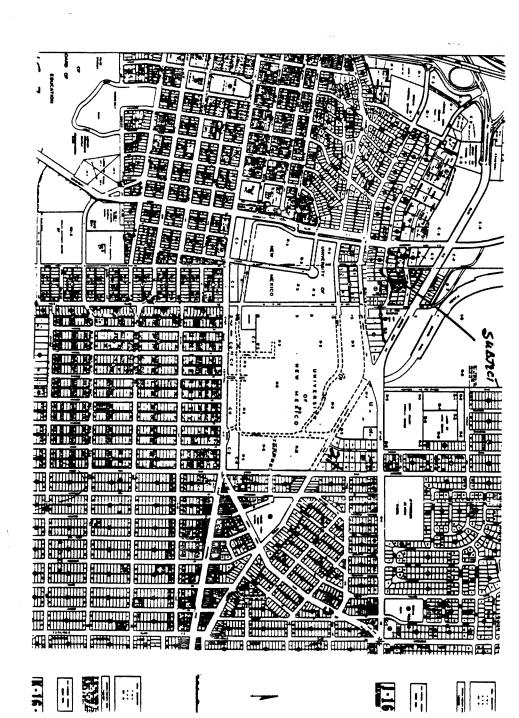


Comp #3

3521 MONTE VISTA NE

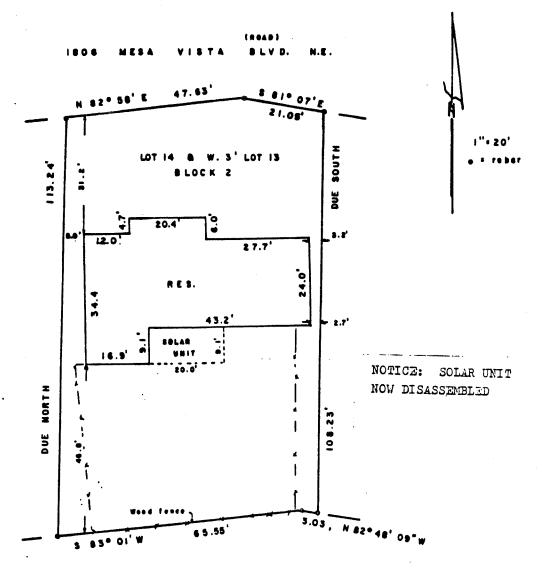


1806 Mew July ME



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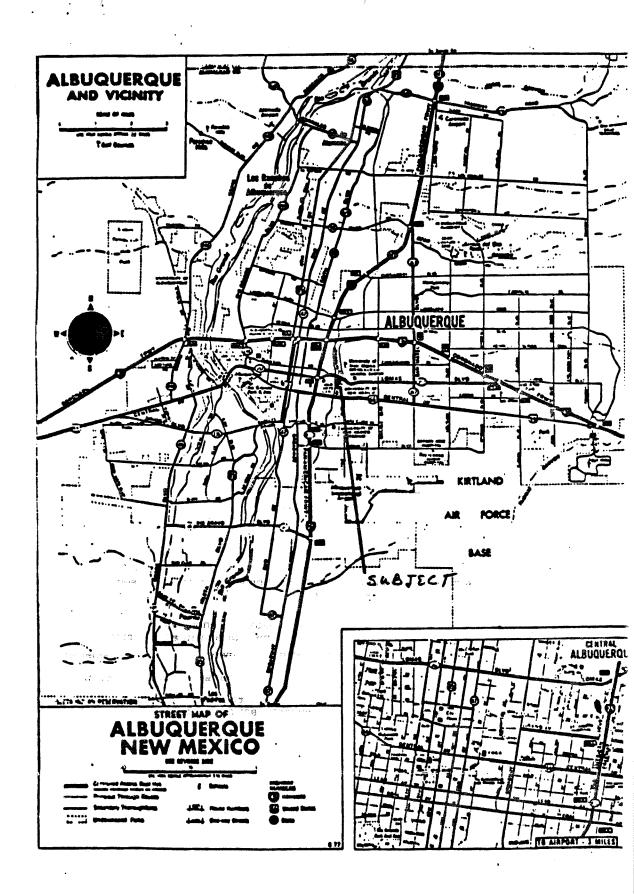
LEGAL DESCRIPTION

Lot numbered Fourteen (14) and the West Three feet (W.3') of Lot numbered Thirteen (13), in Block numbered Two (2) of the Plat of Blocks 2 and 3 of the SIGMA CHI ADDITION to the City of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on March 18, 1938.

SURVEYOR'S CERTIFICATE

I, Franklin E. Wilson, licensed under the laws of the State of New Mexico, do hereby certify that this plat was prepared by me or under my direction from notes of an actual field survey, that the plat hereon is a true, accurate and correct representation of the improvements as determined by survey, the fines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and structures on the property being shown hereon and being located within the boundaries of the property, the set backs from property lines being the distances indicated; and based upon the plat of record and described attended, there are no encrosoftments, essements, conflicts, or protrusions, except as shown, noted of the choose of the survey. This certificate is procured at Althogolytic to

Frankila €. Wilson, Burveyor Licensed SOUTHWEST SURVEYING MENIN OMAS HE, ALBUQUERQUE, NM 87102 247-4444



Location Map



FIRM
FLOOD INSPILANCE MATE IN
GTY OF
ALBUQUERQUE,
NEW MEXICO
PRINCILLO COUNTY

PAREL 29 OF 50

COMMITTY-PAREL INVOICE
MODEL 74, 19, 19

3 MOZ / 1/2

KEY TO MAP

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are nocessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs is virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifles and agrees that:

The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to
make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.

2. The Appraiser has no-personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.

All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).

5. This appraisal report has been made is conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.

6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

- The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
- Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property.
- 3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
- 4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
- 5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
- Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources
 considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the
 Appraiser can be assumed by the Appraiser.

 Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.

8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fise paid by same, the mortgages or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any mass or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraisar; nor shall it be conveyed approved of the Appraisar.

 On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanillar manner.

Dans: /-7-8	Appraiser(s)	Chealip	Groff	•	
Products blass Plants 480 d.E. 66 CH	Francisco Married Sussipposes, 2	116 Witnessy Ave., Name Heaten, CT 646	11 1 (899) 243-4646	Nam # 115800	Parento Mare Parent 14000 A.S. St.

Commitment for Title Insurance



Title USA Insurance Corporation, Dallas, Texas, A Texas Corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgages of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. The Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, Title USA Insurance Corporation has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A.

Title USA Insurance Corporation

President & Chief Executive Officer

wm fremmay

SOUTHWEST GUARANTY AND TITLE COMPANY

Adinonzed Countersignature
EDDIE BACA - CHIEF TITLE OFFICER





JAN FULWILER
Escrow Officer / Branch Manager

(505) 296-5418

One Executive Center 8500 Menaul NE • Suite A100 • Albuquerque, New Mexico 87112 RECEIVED

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REAL ESTATE OFFICE
UNIVERSITY OF NEW MEXICO