

79  
**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 5      Ordinance/Resolution# 12-082

For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of November 21, 2011  
 (Adoption Date)

**TITLE: A RESOLUTION APPROVING THE BRUINS LANE CONSTRUCTION AND DONATION AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PUBLIC SCHOOL (LCPS) DISTRICT IN EXCHANGE FOR THE BRUINS LANE RIGHT-OF-WAY AND PROPERTY ADJACENT TO SIERRA MIDDLE SCHOOL, BOTH CURRENTLY OWNED BY LCPS.**

**PURPOSE(S) OF ACTION:**

To approve a roadway construction and donation agreement.

<b>COUNCIL DISTRICT: 4</b>		
<b><u>Drafter/Staff Contact:</u></b> Michael Q. Hernandez 	<b><u>Department/Section:</u></b> Public Works/Land Management Section	<b><u>Phone:</u></b> 528-3124
<b><u>City Manager Signature:</u></b> 		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

Bruins Lane is located on real property owned by the Las Cruces Public School District (the District) and is a private roadway maintained by the District as shown on Attachment "A", Vicinity/Aerial Map. The City desires to improve and connect Bruins Lane from Valley Drive westerly to Motel Boulevard as shown on Attachment "B" Bruins Lane Project Location. The District desires to have Bruins Lane improved and is willing to dedicate the necessary right-of-way to the City for the Bruins Lane Project (the Project) and to deed additional land to the City as the District's contribution towards offsetting a portion of the design and construction costs for the Project.

The City will construct the Project within three (3) years of the date of this agreement. Bruins Lane shall be constructed to a 54-foot width to include three driving lanes; two four-foot bicycle lanes; a four-foot sidewalk on the south side as requested by the District to minimize impact to the Mayfield High School parking lot on the north side; and curbs, gutters, and street lighting on both sides of the roadway. The City will attempt to schedule the majority of the Project's construction during summer months to minimize the impact to the adjacent Mayfield High School.

The District will dedicate to the City the required right-of-way for the Project at no cost to the City. The Bruins Lane right-of-way has a current fair market value of \$62,000.00 as

determined by an appraisal performed by Mundy Appraisal Services on behalf of the District as of July 1, 2011, as shown as Attachment "C". The right-of-way dedication by the District will be accomplished by a dedication plat that will be prepared by the City at no cost to the District.

The District will also deed an approximate 4.5-acre tract of undeveloped real property, known as the Spruce Property to the City by warranty deed. This tract is located on the southeast side of an approximate 28-acre tract owned by the District, known as Sierra Middle School. The location of this tract is shown as Attachment "D".

The Spruce Property has a current fair market value of \$178,000.00. This was determined by the average of an appraisal performed by Housing Support, Inc., as shown on Attachment "E", on behalf of the City as of October 5, 2011, which appraisal valued the property at \$161,000.00, and by a second appraisal performed by Mesilla Valley Appraisal Services as shown as Attachment "F", on behalf of the City as of October 14, 2011, which appraisal valued the property at \$195,000.00. The average of both appraisals is \$178,000.00.

The closing date for the Spruce Property shall occur within sixty (60) days after approval of the deed transfer by the New Mexico State Board of Finance. If deemed necessary by the District, the warranty deed from the District to the City for the Spruce Property may contain a reverter clause stating that ownership of the property shall revert to the District if the City fails to construct Bruins Lane as set forth herein or as otherwise agreed to by the parties within three (3) years from the date of this agreement as shown on Exhibit "A".

The City shall be entitled to possession of the Spruce Property as of the date of closing subject to the reverter clause that may be included in the warranty deed and be entitled to possession of the Bruins Lane Property within sixty (60) days after approval of the dedication by the New Mexico State Board of Finance and after execution and recordation of the dedication plat by the City.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Roadway Construction and Donation Agreement.
3. Attachment "A", Vicinity/Aerial map.
4. Attachment "B", Bruins Lane Project Location.
5. Attachment "C", Appraisal of Bruins Lane prepared by Mundy Appraisals Services.
6. Attachment "D", Spruce Property Location.
7. Attachment "E", Appraisal of the Spruce property prepared by Housing Support Inc.
8. Attachment "F", Appraisal of the Spruce property prepared Mesilla Valley Appraisal.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b> N/A	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/>	Proposed funding is from fund balance in the <u>n/a</u> Fund.	
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: ( ) in the amount of _____ for FY_____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

N/A
-----

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Bruins Lane construction and donation agreement concerning Bruins Lane between the City of Las Cruces and the Las Cruces Public School (LCPS) District in exchange for the Bruins Lane right-of-way and currently owned by LCPS located adjacent to Spruce Avenue within the Sierra Middle School property.
2. Vote "No"; this will not approve the Bruins Lane construction and donation agreement concerning Bruins Lane between the City of Las Cruces and the LCPS District in exchange for the Bruins Lane right-of-way and currently owned by LCPS located adjacent to Spruce Avenue within the Sierra Middle School property. This action could also cause project delays and/or delays in the development of Bruins Lane.
3. Vote to "Amend"; this could modify the terms of the resolution and instruct staff to seek alternative direction. This action could also cause project delays and/or delays in the development of Bruins Lane.
4. Vote to "Table"; this could postpone the resolution per the Council's discretion and provide further direction to staff. This action could also cause project delays and/or delays in the development of Bruins Lane.

**REFERENCE INFORMATION:**

N/A

RESOLUTION NO. 12-082

**A RESOLUTION APPROVING THE BRUINS LANE CONSTRUCTION AND DONATION AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PUBLIC SCHOOL (LCPS) DISTRICT IN EXCHANGE FOR THE BRUINS LANE RIGHT-OF-WAY AND PROPERTY ADJACENT TO SIERRA MIDDLE SCHOOL, BOTH CURRENTLY OWNED BY LCPS.**

The City Council is informed that:

**WHEREAS**, Bruins Lane is located on real property owned by the Las Cruces Public School District (the District) and is a private roadway maintained by the District; and

**WHEREAS**, the City desires to improve and connect Bruins Lane from Valley Drive westerly to Motel Boulevard; and

**WHEREAS**, the City will construct the Project within three (3) years of the date of this agreement; and

**WHEREAS**, the District will dedicate to the City the required right-of-way for the Project at no cost to the City. The Bruins Lane right-of-way has a current fair market value of \$62,000.00 as determined by an appraisal performed by Mundy Appraisal Services on behalf of the District as of July 1, 2011; and

**WHEREAS**, the District will also deed an approximate 4.5-acre tract of undeveloped real property, known as the Spruce Property with a current fair market value of \$178,000.00; and

**WHEREAS**, the Spruce Property shall revert to the District if the City fails to construct Bruins Lane as set forth herein or as otherwise agreed to by the parties within three (3) years from the date of this agreement.

**NOW, THEREFORE,** Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the Roadway Construction and Donation Agreement attached hereto as Exhibit "A" between the City of Las Cruces and Las Cruces Public School District is hereby approved.

**(II)**

**THAT** the Mayor is hereby authorized to execute the agreement and any other documents necessary to finalize the agreement on behalf of the City.

**(III)**

**THAT** City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

APPROVED:

\_\_\_\_\_  
Mayor

VOTE:

Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Smith: \_\_\_\_\_  
Councillor Pedroza: \_\_\_\_\_  
Councillor Small: \_\_\_\_\_  
Councillor Sorg: \_\_\_\_\_  
Councillor Thomas: \_\_\_\_\_

**ROADWAY CONSTRUCTION AND DONATION AGREEMENT**  
**CONCERNING BRUINS LANE**

THIS Roadway Construction and Donation Agreement Concerning Bruins Lane ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011 between the **BOARD OF EDUCATION OF THE LAS CRUCES PUBLIC SCHOOL DISTRICT ("District")**, the governing body of a New Mexico political subdivision, and the **CITY OF LAS CRUCES ("City")**, a New Mexico municipal corporation.

**BACKGROUND**

WHEREAS, Bruins Lane is located on real property owned by the District and is a private roadway maintained by the District;

WHEREAS, the City desires to improve and connect Bruins Lane from Valley Drive westerly to Motel Boulevard;

WHEREAS, the District desires to have Bruins Lane paved and agrees to dedicate the necessary right of way to the City for the "Bruins Lane Project," to be constructed by the City; and

WHEREAS, in order to defray some of the City's expense associated with the design and construction of the Bruins Lane Project, the District agrees to donate and transfer ownership of a certain tract of real property to the City consisting of an approximate 4.5 acre parcel of land more fully described below.

NOW, THEREFORE, in consideration of the below mutual conditions and agreements contained in this Agreement, the District and the City agree as follows:

**CONDITIONS****I. The District agrees to do the following:****A. Dedicate to the City the required right of way for the Bruins Lane Project.**

The right of way dedication by the District will be accomplished by a dedication plat that will be prepared by the City at no cost to the District. The right of way is being dedicated to the City; therefore, an appraisal on behalf of the City is not required. However, the Bruins Lane right of way has value to the City because, but for the District dedicating the right of way to the City, the City would have to negotiate with the District for an acquisition cost. The Bruins Lane right of way has a current fair market value of \$62,000 as determined by an appraisal performed by Mundy Appraisal Services on behalf of the District as of July 1, 2011.

**B. Transfer and donate to the City an approximate 4.5 acre parcel of unimproved real property by Special Warranty Deed. The property, hereinafter referred to as the "Spruce Property", is located at 1700 Spruce Avenue, Las Cruces, New Mexico. The Spruce Property is adjacent to the southeast side of the 28 acre, District-owned Sierra Middle School tract.**

(1) Closing costs for the Spruce Property will be equally split between the Parties.

(2) The Spruce Property has a current fair market value of \$178,000 as determined by an average of the appraisal performed by Housing Support, Inc. on behalf of the City as of October 5, 2011, which appraisal valued the property at \$161,000, and the appraisal performed by Mesilla Valley Appraisal Services on behalf of the City as of October 14, 2011, which appraisal valued the property at \$195,000.

(3) The appraisals of the Spruce Property have been paid for by the City.

**II. The City agrees to do the following:**

A. Construct the Bruins Lane Project within three (3) years of the date of this Agreement. Bruins Lane shall be constructed to a 54 foot width to include three driving lanes, two four foot bicycle lanes, a four foot sidewalk on the south side as requested by the District to minimize impact to the Mayfield High School parking lot on the north side; and curbs, gutters and street lighting on both sides of the roadway. The City will attempt to schedule the majority of the Bruins Lane construction project during summer months to minimize the impact to adjacent Mayfield High School operations; however, this Project will not likely be completed within any three month period. The City estimates that the current Bruins Lane construction project cost is approximately \$860,000.

B. Provide appropriate safety and traffic control measures for Bruins Lane commensurate with District functions as agreed to in writing by both Parties.

C. Install school warning flashers on Bruins Lane in locations agreed to in writing by both Parties.

D. Prepare, process and record the plat for the Bruins Lane dedication.

E. Prepare, process and record the plat for the lot split for the approximate 4.5 acre Spruce Property tract.

F. Use all or the majority of the approximate 4.5 acre tract for the creation of future affordable housing in accordance with the State of New Mexico Affordable Housing Act, the Affordable Housing Act Rules, and the City of Las Cruces Affordable Housing General Oversight Ordinance.

**III. State Board of Finance Approval, Closing Date and Reverter:**

A. New Mexico State Board of Finance. This Agreement is contingent upon obtaining the prior approval of the New Mexico State Board of Finance by the District for the dedication of the Bruins Lane right of way to the City and for the donation of the Spruce Property to the City as set forth herein.

B. Date of Closing. The closing date for the Spruce Property shall occur within sixty (60) days after approval of the deed transfer by the New Mexico State Board of Finance and after execution and recordation of the subdivision plat by the City.

C. Reverter Clause. The Special Warranty Deed from the District to the City for the Spruce Property shall contain a reverter clause specifying that ownership of the property shall revert to the District if the City fails to complete construction of the Bruins Lane improvements as set forth herein or as otherwise agreed to by the Parties within three (3) years from the date of closing on this Agreement.

**IV. Possession of District Properties:**

A. The City shall be entitled to possession of the Spruce Property as of the date of closing subject to the reverter clause that shall be included in the Special Warranty Deed.

B. The City shall be entitled to possession of the Bruins Lane property within sixty (60) days after approval of the dedication by the New Mexico State Board of Finance and after execution and recordation of the dedication plat by the City.

**V. Compliance:**

A. The City states that it has complied with the requirements of LCMC 1997, Sections 2-1312 and 2-1313 for the acquisition of the Spruce Property, which is real property having a value of \$150,000 or more.

**VI. Miscellaneous Provisions:** The following miscellaneous provisions shall apply with regard to this Agreement.

A. This Agreement represents the entire agreement concerning the Bruins Lane Project and the Spruce Property and there are no other agreements or understandings oral or otherwise, that are binding on the Parties.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico.

C. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, successors, assigns and personal representatives.

D. This Agreement may only be modified in writing duly executed by the Parties.

E. Each person signing this Agreement warrants that he or she has the requisite authority and approval to execute this Agreement on behalf of the Party appearing above his or her name.

F. All representations and obligations assumed by the Parties which call for future performance shall survive closing or recording of the deed for donation of the Spruce Property.

G. Mediation/Arbitration. Any dispute, claim, or grievance between the Parties arising out of or relating to this Agreement ("Dispute") shall be resolved by mediation and arbitration in accordance with this Section. Either Party may request mediation of any

dispute by a mutually agreed mediator. If mediation is not agreed to, held within a reasonable time or is unsuccessful, either Party may initiate arbitration proceedings before a single arbitrator providing dispute resolution services in Doña Ana County, New Mexico that is mutually agreeable to both Parties. In the event the Parties cannot agree on selection of an arbitrator, the arbitration shall be conducted pursuant to the Commercial Arbitration Rules adopted and administered by and through the American Arbitration Association, unless the Parties mutually agree to an alternative procedure.

H. Attorney's Fees. In the event of any litigation involving the Parties to this Agreement to enforce any provision, enforce any available remedy, or seek a declaration of rights of any Party hereto, the prevailing Party shall be entitled to recover from the other its reasonable attorney's fees and costs and expenses of suit.

I. Liability. Each Party shall be solely responsible for the fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this Agreement. As local public bodies, each Party shall maintain insurance coverage against potential or claimed liability for its negligent actions or omissions arising out of its performance under this Agreement, with limits and coverage consistent with the New Mexico Tort Claims Act. Nothing herein shall be construed to constitute a waiver of the defenses and immunities available to public bodies under the Tort Claims Act.

DONE AND APPROVED on the date first written above.

CITY OF LAS CRUCES

By: \_\_\_\_\_  
Ken Miyagishima, Mayor

(ATTEST)

---

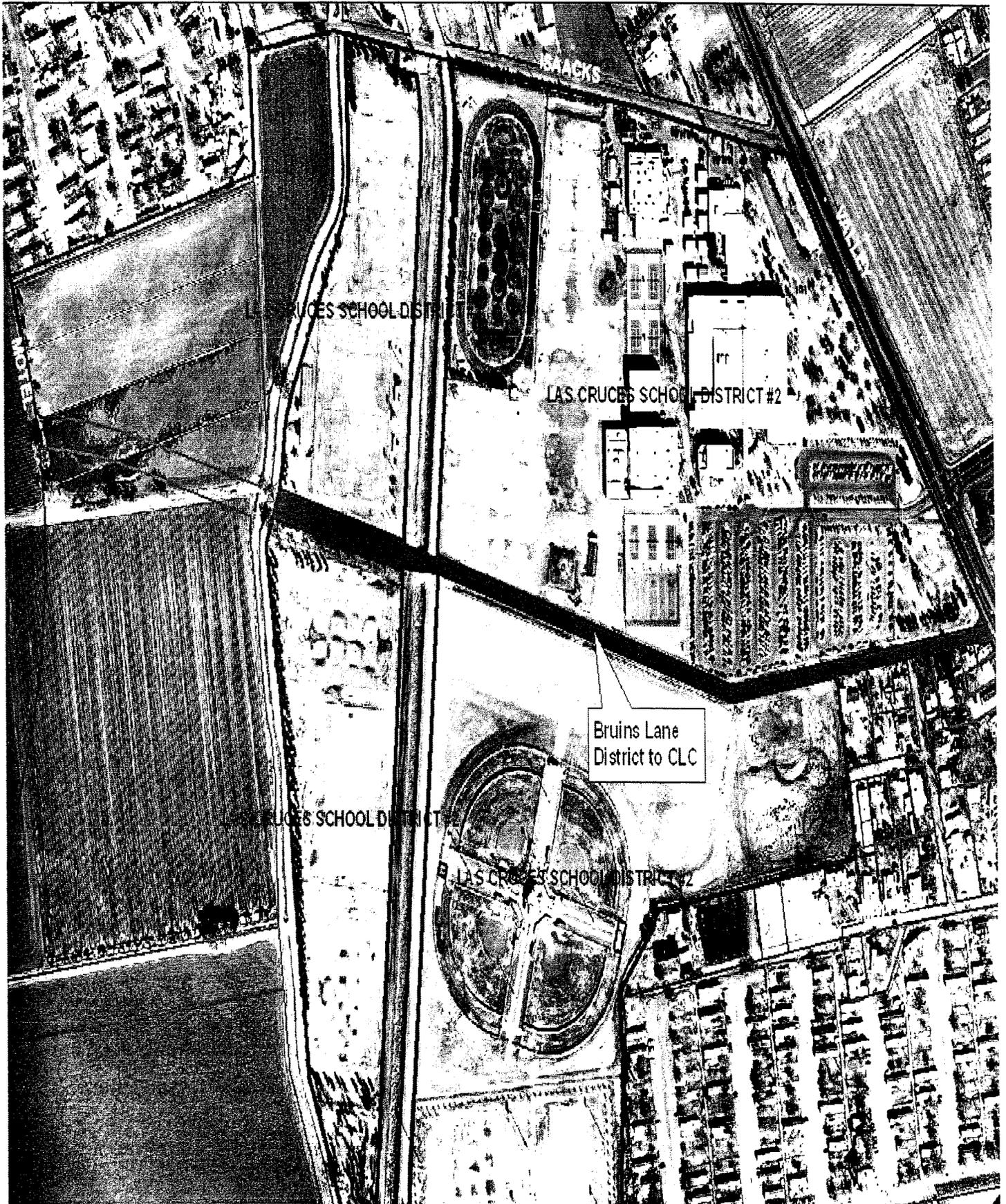
Esther Martinez, City Clerk  
APPROVED:

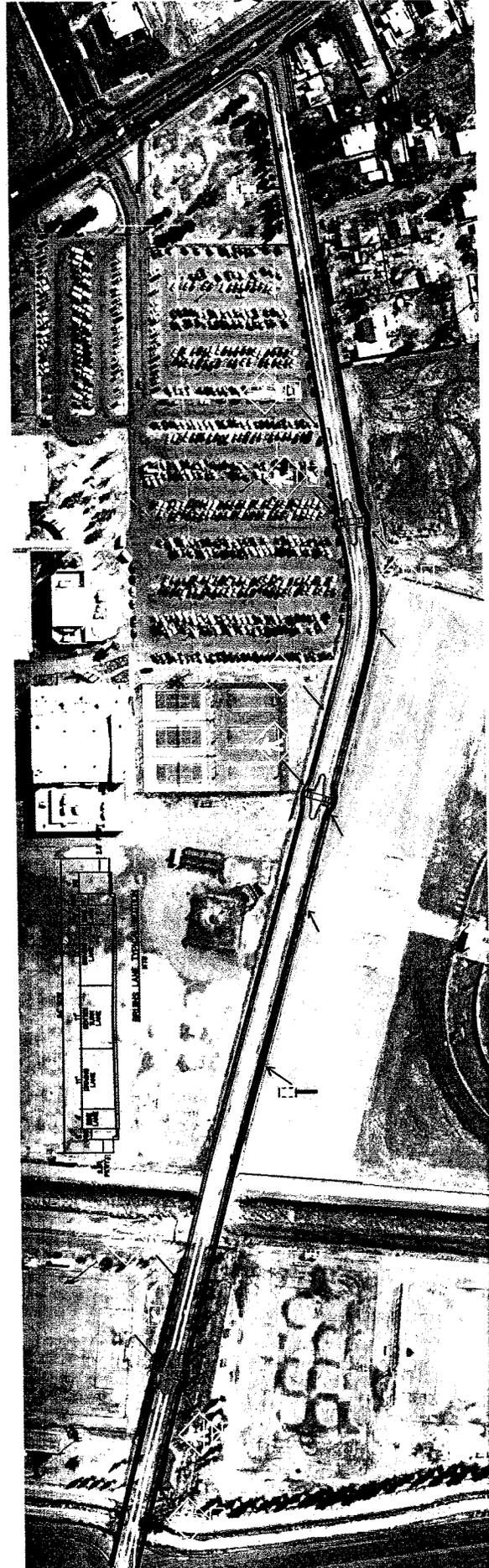
---

Marcia B. Driggers  
Senior Assistant City Attorney

BOARD OF EDUCATION OF THE LAS  
CRUCES PUBLIC SCHOOL DISTRICT

By: \_\_\_\_\_  
Connie Phillips, Ph.D., Its School Board  
President and authorized representative





**MUNDY APPRAISAL SERVICES**  
*Real Estate Appraisers and Consultants*

---

July 8, 2011

Ms. Debra Preece, Administrative Assistant  
Operations Department  
Las Cruces Public Schools  
505 S. Main Street, Suite 249  
Las Cruces, NM 88001

Re: Bruins Lane Easement  
West of Valley Drive at Mayfield High School  
City of Las Cruces, Dona Ana County, New Mexico.

Dear Ms. Preece,

Pursuant to your request, I have made an investigation and analysis of the above referenced property. In accordance with your instructions, I have formed an opinion of the fair market value of the fee simple estate for the above referenced property, for which I have prepared and hereby submit this Summary Appraisal Report.

This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USPAP) for a Summary Report. As such, it presents summarized discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value.

The purpose of this report is to provide an opinion of fair market value of the partial taking required for the Bruins Lane easement as of the date of inspection on July 1, 2011. The function of the appraisal is to assist in transfer of the easement from Las Cruces Public Schools to the City of Las Cruces.

The value reported is qualified by certain definitions, limiting conditions, and certifications that are set forth within the attached report. This report is intended for use by Las Cruces Public Schools, the New Mexico State Board of Finance, and Cuddy and McCarthy Law Firm, and will be subject to review by the Property Tax Division of the Taxation and Revenue Department.

Having considered all of the facts and analysis within the report, together with other relevant data compiled in the course of its preparation, I have concluded that, as of July 1, 2011, the fair market value of the partial taking required for the Bruins Lane easement was:

**SIXTY-TWO THOUSAND DOLLARS**  
**(\$62,000)**

## MUNDY APPRAISAL SERVICES

*Real Estate Appraisers and Consultants*

---

Ms. Debra Preece, Administrative Assistant

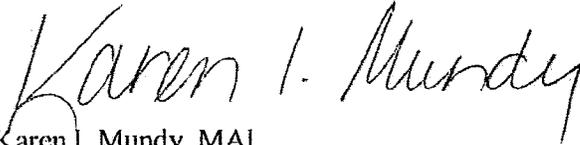
July 8, 2011

Page 2

Thank you for the opportunity to provide appraisal services to Las Cruces Public Schools. Karen I. Mundy, MAI inspected the subject property and prepared the report. Questions from authorized users of the report are welcomed.

A description of the property appraised, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter.

Respectfully submitted,



Karen I. Mundy, MAI

State Certified General Appraiser NM-001219-G

EXECUTIVE SUMMARY

- PROPERTY TYPE : The property being appraised reflects a 54-foot wide easement that extends 2,500 linear feet, for a total of 135,000 square feet, or 3.1 acres rounded. The easement is known as Bruins Lane, and provides access to Mayfield High School and ancillary improvements.
- LOCATION : The easement for Bruins Lane is located west of Valley Drive at Mayfield High School, within the City of Las Cruces, in Dona Ana County, New Mexico.
- OWNER OF RECORD : Las Cruces School District #2
- EFFECTIVE DATE OF VALUATION : July 1, 2011.
- PURPOSE OF APPRAISAL : The purpose of this report is to provide an opinion of fair market value of the fee simple estate of the Bruins Lane easement. A valuation was performed of the larger parcel, with the opinion of market value per acre for the larger parcel applied to the partial taking. The function of the appraisal is to assist in transfer of the Bruins Lane easement from Las Cruces Public Schools to the City of Las Cruces.
- LARGER PARCEL : Based on information obtained from the Dona Ana County Assessor's office, the larger parcel contains 42.51 acres.
- PARTIAL TAKING : The easement required for Bruins Lane is 54-feet wide with a length of 2,500 feet, for a total of 135,000 square feet, or 3.1 acres, rounded.
- REMAINDER PARCEL : The remainder parcel will contain 39.41 acres. Because Bruins Lane is an existing road, the remainder parcel will be unchanged after acquisition of the easement by the City of Las Cruces, and no damages will occur.

EXECUTIVE SUMMARY

(Cont'd.)

- IMPROVEMENTS : The larger parcel reflects Mayfield High School and ancillary improvements. The improvements are not impacted by the partial taking, and as such a land valuation only for the larger parcel was performed.
- ZONING : A-2, Rural Agricultural District, City of Las Cruces.
- HAZARDOUS WASTE CONDITIONS : Based on my inspection, there does not appear to be hazardous waste on the subject larger parcel. However, an environmental audit would be required to determine the presence of any contamination.
- FLOOD ZONE : The larger parcel and the partial taking are not located in a flood zone.
- HIGHEST AND BEST USE : The highest and best use of the larger parcel as-if vacant is for future single-family residential and mixed-use development as market demand warrants. The existing institutional use as a high school is the highest and best use of the property as improved.
- OPINION OF FAIR MARKET VALUE OF PARTIAL TAKING AS OF JULY 1, 2011 : The compensation amount is based on \$20,000 per acre. This equates to a fee simple estimate for the 3.1-acre partial taking required for the Bruins Lane easement of \$62,000.
- ESTIMATED EXPOSURE TIME : The estimated exposure time for the larger parcel is 12 months or less.

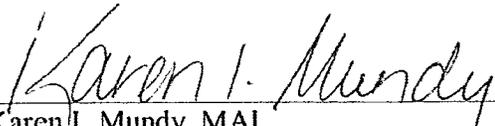
**CERTIFICATION**

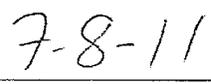
I certify that, to the best of my knowledge and belief:

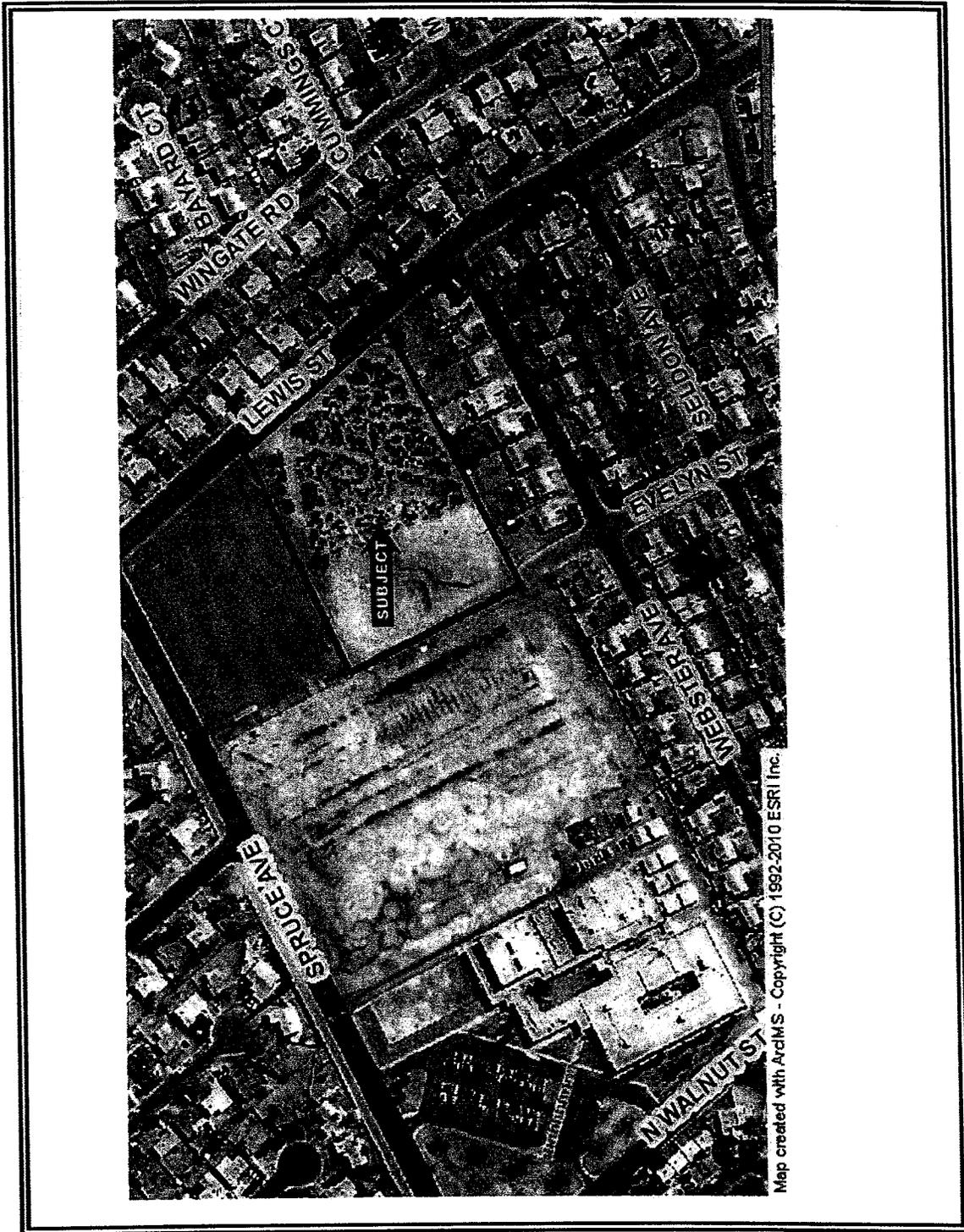
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased, professional opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusion were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The reported analyses, opinions, and conclusion were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I have made a personal inspection of the property that is the subject of this report, as well as an inspection of the comparable properties used in this report.
11. No one provided significant real property appraisal assistance to the person signing this certification.
12. I have not performed any prior services regarding the subject property, as an appraiser, or in any other capacity, within the 3 year period immediately preceding acceptance of this appraisal assignment.
13. As of the date of this report, I, Karen I. Mundy, MAI, have completed the requirements of the continuing education program of the Appraisal Institute.

*I have concluded that, as of July 1, 2011, the fair market value of the partial taking required for the Bruins Lane easement was:*

**SIXTY-TWO THOUSAND DOLLARS**  
**(\$62,000)**

  
 Karen I. Mundy, MAI  
 State Certified General Appraiser NM-001219-G

  
 Date



**RESTRICTED APPRAISAL OF**  
**A 4.5 ACRE VACANT LAND PARCEL**  
**SITUATED EAST OF SIERRA MIDDLE SCHOOL**  
**IN THE CITY OF LAS CRUCES, NEW MEXICO**

**BY**  
**RIO BRAVO APPRAISERS @ HOUSING SUPPORT, INC**  
**KEN ODENHEIM, IFAS**

**OCTOBER 2011**

101

**SUMMARY OF DATA AND CONCLUSIONS**

**PURPOSE OF THE APPRAISAL:** Give opinion of market value of 4.5 acre vacant land parcel for the City. Function is for potential exchange with LCPS

**PROPERTY RIGHTS APPRAISED:** Fee simple ownership

**LEGAL DESCRIPTION:** Part of Section 8, Township 23, Range 2 East  
Parcel No. 02-40619

**CITY:** Las Cruces, New Mexico (east central Las Cruces)

**NEIGHBORHOOD:** Spruce Ave. (N) Triviz St. (E), Griggs Ave. (S) and Solano Ave. (W)

**SUBJECT SITE SIZE:** 4.5 acres or 196,020 sf±

**FLOOD ZONE:** X – Panel 0519F - 9/95 (outside 500 year flood plain)

**ASSESSMENTS:** None

**TAXES:** Exempt public property of Las Cruces Public Schools (LCPS)

**AGE OF IMPROVEMENTS:** None - vacant land parcel

**VALUE ESTIMATE:**

* COST APPROACH:	Not applied
• SALES COMPARISON APPROACH:	Not applied
• INCOME APPROACH:	Not applied
• STATISTICAL ANALYSIS	\$160,736

**FINAL OPINION OF VALUE :**        **\$ 161,000 rd**

**DATE OF VALUE OPINION:**        **October 5, 2011**

1

**C211001 Certificate of Appraisal**

I/We certify that, to the best of my/our knowledge and belief:

1. I/We have personally inspected the subject property as indicated by my/our signature(s) below;
2. I/We have neither any present nor contemplated future interest in the real estate that is the subject of this appraisal report;
3. We have neither any personal interest nor bias with respect to the subject property nor those who may be affected by its conclusions;
4. To the best of my/our knowledge and belief, the statements of fact expressed in this report which serve as the foundation for its analyses, opinions, and conclusions are true and correct;
5. The reported analyses, opinions, and conclusions are limited by the reported assumptions and limiting conditions, and are my/our personal, impartial, and unbiased professional analyses, opinions, and conclusions;
6. My/our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute.
7. Neither my/our selection nor compensation is contingent upon the valuation determined nor was the assignment based on a requested minimum valuation, a specific valuation, the reporting of a predetermined value direction that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the use of this report;
8. No one other than the undersigned appraiser(s) rendered the analyses, conclusions and/or opinions concerning the subject real estate that are set forth in this **Restricted appraisal report**;
9. The State of New Mexico conducts a MANDATORY program of continuing education for certified appraisers. I have successfully completed this program for the cycle ending April 30, 2013.
10. The appraisal report to which this certification is attached is prepared for the sole and exclusive use of the appraiser's original client, who is identified in the report cover and cover letter, and is for the intended use as described heretofore. No second, third or later parties are authorized to rely upon this report and such reliance is specifically disclaimed by the appraiser. **A restricted appraisal is limited to the sole use of the client as required by the Uniform Standards of Professional Appraisal Practice.**

**We are of the opinion that the market values of the property that is the subject of this appraisal report, is \$161,000 as of October 5, 2011**



Ken Odenheim, IFAS    Date: October 5, 2011  
NM Certified General #380-G

**SUMMARY REPORT  
OF**

**4.5 ACRE PARCEL  
AT LEWIS STREET ON THE  
SIERRA MIDDLE SCHOOL SITE  
LAS CRUCES, NEW MEXICO**

**Appraiser's Reference File #7577**

**PREPARED FOR:**

**MR. BILL R. HAMM  
LAND MANAGER  
CITY OF LAS CRUCES  
PO BOX 20000  
LAS CRUCES, NEW MEXICO 88004**

**CURRENT DATE OF VALUATION**

**OCTOBER 14, 2011**

## MESILLA VALLEY APPRAISAL SERVICES

REAL ESTATE APPRAISALS & COUNSELING

W. SCOTT ESCHENBRENNER, MAI  
State Certified - New Mexico  
General Certificate

545 S. MELENDRES, SUITE D  
LAS CRUCES, NEW MEXICO 88005  
(575) / 523-2812  
FAX (575) / 526-1872

October 25, 2011

Mr. Bill R. Hamm  
City of Las Cruces  
PO Box 20000  
Las Cruces, NM 88004

Reference: File No. 7577  
4.5 Acre Parcel of Land Located on  
Lewis Street in the Sierra Middle School Complex  
Las Cruces, New Mexico

Dear Mr. Hamm:

Pursuant to your request for a summary appraisal report of the fee simple rights of ownership of 4.5 acres of land located on the west side of Lewis Street to the south of Spruce Avenue and adjacent to the Sierra Middle School parking lot, Las Cruces, New Mexico, and more particularly described by the legal description contained herein, I submit the attached appraisal report.

I have formed the opinion that, as of October 14, 2011, the estimated market value of the subject real property as defined in the report is:

### Summary of Parcel Value

Subject Parcel	Value Indication	Market Value Indication	Rounded Value
4.5 Acres ±	\$1.00 psf	\$196,020	\$195,000

Market Value as used in this report is defined as the most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer.

Mr. Bill Hamm  
October 25, 2011  
Page 2

My appraisal is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and information that were provided. I have not, as part of my valuation, performed an audit or review of the financial information used and, therefore, I do not express an opinion or any other form of assurance with regard to the same.

I, the undersigned, do hereby certify that to the best of my knowledge and belief, the facts and data used herein are true and I have personally inspected the subject property, and that I have no interest present or current therein.

Respectfully submitted,

Scott  
Eschenbrenner

Digitally signed by Scott Eschenbrenner  
DN: cn=Scott Eschenbrenner, o=Mesilla  
Valley Appraisal Services, ou,  
email=brenner@zlanet.com, c=US  
Date: 2011.11.02 10:05:39 -0600

W. Scott Eschenbrenner, MAI  
State Certified  
NM-001180-G

**THIS LETTER MUST REMAIN ATTACHED TO THE REPORT, WHICH IS 37 PAGES PLUS RELATED ADDENDA, IN ORDER FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.**

**Executive Summary**

Current Date of the Appraisal: October 14, 2011

Date of Report: October 20, 2011

Appraiser's File Reference: #7577

Address: Lewis Street to the south of Spruce Avenue and adjacent to the Sierra Middle School Parking Lot

Legal Description: Portion of Section 8, Township 23 South, Range 2 East, NMPM

Land Size: 4.5 acres ± or 196,020 square feet

Zoning: R-1a, Single Family Medium Density

Interest Appraised: 100% Fee Simple

**Summary of Parcel Values**

<b>Subject Parcel</b>	<b>Value Indication</b>	<b>Market Value Indication</b>	<b>Rounded Value</b>
4.5 Acres ±	\$1.00 psf	\$196,020	\$195,000*

\* Subject to the Extraordinary Assumptions and Limiting Conditions as noted on Page 8 of this report.