

13-708. Partial taking of leasehold; damages to lessor.

The owner of the property being taken is also the lessor under the lease on the property for a term of years ending _____.

The owner-lessor is entitled to recover money damages for the sum total of the following:

1. The depreciated value of improvements taken and which the lessor would have owned at the end of the lease;
2. The value of the land taken and which the lessor would have owned at the end of the lease; and
3. The cost of restoration of the remaining premises, if required by the lease agreement.

USE NOTES

This instruction, as indicated by the catchline, is to be used only when an issue is presented by the lessor as to damages caused by the taking or in connection with the remaining property. When this instruction is utilized, it should be used in conjunction with UJI 13-704 NMRA, which would be applicable in determining the amount of compensation to be paid to lessor for the property actually taken. In the event that multiple parties, leasing separate properties, are involved, the words "each lessor" should be used. In inverse condemnation proceedings, the words "lessor" and "condemning authority" should be reversed since the condemnee is the moving party. [As amended, effective January 1, 1987; as amended by Supreme Court Order No. S-1-RCR-2025-00126, effective for all cases pending or filed on or after December 31, 2025.]