

City of Lovington



REQUEST FOR PROPOSALS

SALE OF REAL PROPERTY 5 ACRE TRACT OF LAND ON HIGHWAY 18

Bid Due Date & Time

January 30, 2020
10:00 a.m. (MST)

SUBMIT BID PROPOSALS TO:

Gary L. Chapman
Finance Director
City of Lovington
214 S. Love St.
Lovington, NM 88260
gchapman@lovington.org

**LEGAL NOTICE OF REQUEST FOR PROPOSALS
LOVINGTON, NEW MEXICO**

**SALE OF REAL PROPERTY
5 ACRE TRACT OF LAND ON HIGHWAY 18
DUE DATE: JANUARY 30, 2020**

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on January 30, 2020 at 10:00 a.m. (MST) for the sale of a 5-acre tract of land located on Highway 18, approximately 3.5 miles south of the intersection of Gilmore Road and Highway 18. Minimum purchase price is \$60,000. The property has restrictions in place that limit development of the property to commercial or industrial purposes. Development of the property must also be completed within 12 months of closing. Additional restrictions and acceptable uses will be identified in the purchase agreement. Proposals will be reviewed and may be rejected based on incomplete information or restrictions as may be required for the safety and proper operations of the Municipal Wellfield.

The Request for Proposals, any future addenda, and all related information may be obtained from the City of Lovington's website at www.lovington.org under "Procurement" or by contacting the Finance Department, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, gchapman@lovington.org.

James R. Williams, City Manager

Publish in: Lovington Leader January 16, 2020

FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed bids, subject to the conditions herein, will be received at the Lovington City Hall, New Mexico until the date and time shown above, and thereafter immediately opened and read in public for furnishing the commodities and/or services listed in the attached specifications.

COMMODITY CODES:

Effective July 1, 2016, each state agency and local public body shall use the standardized classification codes developed by the state purchasing agent. (NMSA 1978 13-1-30.1)

Applicable classification codes for this proposal are:

5-DIGIT CODE	ITEM DESCRIPTION
99884	Real Estate (Incl. Buildings, Houses, Land, etc.), Sale of Surplus and Obsolete Items, Sale of Surplus and Obsolete Items

INSTRUCTION TO BIDDERS

1. **Envelopes containing bids must be sealed and marked on the upper left hand corner with the name and address of the Respondent, the date and hour of opening, the project number, and mailed or delivered to the address (Item 3) before the time of opening.**
1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will upon request of Respondent, be returned to the Respondent at its expense. Copy of the warranty must be included with proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.
2. Bids which are mailed, or otherwise delivered prior to the point of opening must contain the information detailed in Item 1 above and must be mailed or otherwise delivered to the **Finance Director, 214 South Love, Lovington, New Mexico, 88260**. This information shall be included on **ALL EXTERIOR PACKAGING**.
3. All prices should be stated in units or quantities specified, with packing and delivery charges included.
4. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should so state.
5. Bids must be made out and signed in the corporate or other name of Respondent and must be fully and properly executed by an authorized person.
6. Bids must be submitted on the bid price submittal form attached. **Any prices pertaining to exceptions must be attached to the bid** (stapled, bound or secured otherwise). If the Respondent provides any options other than requested, these will not be acceptable.
7. Bids received later than the time and date specified will not be considered.
8. Amendments to or withdrawals of bids received later than the time and date set for proposal opening will not be considered.
9. Respondents or their representative may be present at the bid opening.
10. The Purchasing Agent reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
11. The Purchasing Agent reserves the right to correct any bid awarded erroneously as a result of a clerical error on the part of the City of Lovington.
12. In the event the Respondent is unable to submit a bid, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive Invitations to respond will result in the removal of the Respondents name from the mailing list.
13. Respondents and/or vendors doing business with the City of Lovington must be in compliance

with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.

14. It will be the sole responsibility to the Respondents requesting consideration for Resident Preference at bid openings to submit to the State Purchasing Agent, the questionnaire for Resident Business or Contractor's Certification and to receive approval and a certification form prior to the proposal opening. Requests for consideration for Resident Business or Contractor's Preference after bid opening will not be considered.
15. All contracts solicited by competitive sealed proposals for the City of Lovington require that the bid amount exclude the applicable state gross receipts tax. As the City of Lovington is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
- 17. All applicable state gross receipts tax charged to the City of Lovington shall be at the current rate at the time of the project. Respondents and/or vendors agree to report the gross receipts tax charged to the City of Lovington on New Mexico Taxation & Revenue Department form CRS-1 and use Lovington as the municipality name in column A and 04-101 as the location code in column C.**
18. Any equipment supplied to the City of Lovington must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Lovington.
- 19. All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 (REV. JANUARY 2011 or DECEMBER 2011). Failure to do so may cause the proposal to be rejected by the City of Lovington.**
- 20. The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.**

CONDITIONS AND BID OPENING PROCEDURES

1. The City of Lovington reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the Respondent, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Any discount offered, will be computed from the date of delivery or from the date a correct bill rendered on a proper voucher form and certified by the contractor, is received, whichever date is latest.
4. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
5. It is the intent of these specifications to describe the minimum requirements. All portions not specifically mentioned which are required for a completion of the project, shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice.
6. All bids must be clearly marked on the outside of the envelope with the project number and opening date. Should a bid be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
7. All interested parties are invited to attend bid openings of the City of Lovington.
8. Bids will be opened and read aloud at precisely the time, the date and the place stipulated in the Request for Bids and in the legal notice published in the newspaper.
9. Bids will be opened and read aloud in front of whomsoever is present at the scheduled time and place.
10. Each bid will be evaluated by the Chief Procurement Officer and the appropriate department or committee. The Respondent is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Chief Procurement Officer with the aid of the appropriate department head.
11. The Chief Procurement Officer and the department or committee will rule on any point needing clarification.
12. The apparent low Respondent, meeting specifications, will be determined by the Chief Procurement Officer and the department or committee.

13. Respondents are advised to bear in mind that the low response obtained at the opening of the proposals may not be the proposal ultimately selected for the award. The successful respondent will be the one whose product is judged to best serve the interests of the City when price, product, safety, and delivery are considered.
14. A Respondents request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
15. Do not submit alternate bids unless instructed to do so, as they will not be considered.
16. Notice is hereby given that the City Commission reserves the right to reject any and all bids received. In the case of ambiguity or lack of clarity, the right to determine the best bid or to reject same or to waive irregularities and technicalities.
17. Any requested literature and one complete copy of the bid, unless stated otherwise in the Request for Proposal, must be submitted with the bid.
18. All bids must be valid for a minimum of ninety (90) days after bid opening, unless otherwise stated in the bid sheet by the individual respondent or the City of Lovington.
19. All Respondents who are engaged in business within the municipal limits of the City, shall be licensed to do business by the City of Lovington.
20. This bid is available for use by all City of Lovington departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).
21. Pursuant to 13-4-11 (A) NMSA Annotated, state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition all bidders and proposers shall comply with Federal wage rates on applicable projects.
22. Pursuant to 13-1-146 NMSA Annotated, a bid security or bond shall be required of bidders or offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash.
23. Pursuant to 13-4-13.1 NMSA Annotated, in order to submit a proposal valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department.
24. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a bid shall in his bid set forth: (1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of five thousand dollars (\$5,000); and (2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid. (B) A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency

25. Pursuant to 13-4-38 NMSA Annotated, Failure to specify subcontractor: If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act [13-4- 31NMSA 1978], the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

HOLD HARMLESS/INDEMNITY AGREEMENT

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

Any dispute leading to litigation must be settled in the jurisdiction of the Lea County, New Mexico Court system.

1.0 PURPOSE

The purpose of this Request for Sealed Bids is to solicit sealed proposals to sell real property located on Highway 18, approximately 3.5 miles south of the intersection of Gilmore Road and Highway 18. The property is a tract of land that is approximately 5.0 acres in size. The sale of this property is for surface title only.

2.0 PROJECT DESCRIPTION

It is the City's intention for the buyer to add value to this property, increase gross receipts tax revenue, and add jobs. The sale shall be conditioned upon the offer, use of the property, proposed improvements, timetable for beginning and completing development, and the number of jobs created. Development of the property must be complete and the site in operation within 12 months of closing.

The following legal description is included to precisely define the property:

Approximately 5.0 acres of certain real property located at a tract of land located in the SE $\frac{1}{4}$ of Section 25, Township 16S, R36E N.M.P.M, City of Lovington, Lea County, New Mexico and being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" rebar, being used as the SE corner of Section 25; thence 89°14'44"W 1233.43 feet along the South line of Section 25 to the Northeast right of way of New Mexico State Highway 18; thence N40°13'00"W 1823.39 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" for the Point of Beginning; thence continuing N40°13'00"E at 333.20 feet a found T-rail right of way marker continuing in all 532.72 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348", from which a T-rail right of way marker bears N40°13'00"W 800.75 feet; thence N49°47'00"E 408.84 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S40°13'00"E 532.72 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S49°47'00"W 408.84 feet to the point of beginning, and being Tract "B" of that certain plat dated 6-17-13, filed 6-27-13, in Book 1843, Page 852, Lea County Records, Lea County, New Mexico.

"EXHIBIT A" is a representation of the property location and approximate size but does not constitute the actual legal boundary description of the property.

3.0 SPECIAL NOTES

- A. Interested parties must complete and submit the Offer to Purchase (Attachment A) indicating the amount offered for the property. All offers submitted shall remain valid for a period of ninety (90) calendar days from the opening date of the Bid. In case of ambiguity or lack of clearness in stating bid proposals, the City of Lovington, New Mexico, reserves the right to adopt the most advantageous thereof or to reject any or all proposals and waive irregularities.
- B. Minimum purchase price for this property has been established at \$60,000.
- C. The City agrees to provide Buyer with a standard owner's title policy for the property in the escrow agent's standard coverage form. The cost of the title policy, deed recording, and any other closing costs will be the responsibility of the Buyer. The Buyer shall be responsible for the cost of extended forms of title insurance coverage as determined and requested by the Buyer.
- D. The City shall retain the right of first refusal should the respondent desire to sell the property.

- E. The sale of this property is limited to commercial and industrial uses only.
- F. Prior to the sale of the property to another individual or group, the use and sale must be approved by the City of Lovington to ensure the safety and operation of the municipal wellfield.
- G. The property is located within the City limits and is in Zone D – Industrial.
- H. No portion of this property may be utilized for permanent or temporary residences, to include recreational vehicles (RV's), trailer houses, or mobile homes.
- I. Development of the property must be completed and business in operation on the site within twelve (12) months of closing.
- J. Buyer or any future owner(s) shall not violate any ordinances or other regulations of the City of Lovington or County of Lea, or any other state or federal rule, regulation or law, now in force or hereinafter adopted, which in any manner shall affect the use of the premises.
- K. Buyer or any future owners(s) shall not use the premises, or any part thereof for any use that is extra hazardous on account of fire, chemical waste or for any purpose that is a nuisance or that is offensive to other tenants or occupants of other buildings or facilities in the vicinity without written permission from the City of Lovington.
- L. Attachments "A" and "B" must be submitted with the response.
- M. The Campaign Contribution Disclosure Form must be submitted with the response.
- N. The Veterans Preference Certification must be submitted with the response.

City of Lovington

**ATTACHMENT A
OFFER TO PURCHASE
5.0 ACRE TRACT OF LAND ON HIGHWAY 18**

DUE DATE: January 30, 2020

_____ Herein called the Buyer, hereby offer and agree to purchase from the City of Lovington, New Mexico, hereinafter called the City, at the price subject to the terms, conditions, reservation, restriction, and covenants herein stated, and easements, encumbrances, and other matters of record, and to all zoning, building, or other laws or ordinances, the following described property.

The following legal description is written to precisely define the property:

A tract of land located in the SE 1/4 of Section 25, Township 16 South, Range 36 East, N.M.P.M., City of Lovington, Lea County, New Mexico and being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" rebar, being used as the SE corner of Section 25; thence 89°48'00"W 1203.92 feet along the South line of Section 25 and Section 36; thence N40°05'38"W 1837.71 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" for a Point of Beginning; thence continuing N49°45'50"E 407.17 feet along the west line of the Lovington Highway to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence N40°14'10"W 534.91 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S49°45'50"W 403.18 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S40°14'10" E 534.91 feet along the west right of way line of Lovington Highway to the Point of Beginning and containing 5.00 acres, more or less.

OFFER AMOUNT: \$ _____

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE NO.: _____

EMAIL: _____

The City of Lovington reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF OFFEROR: _____

**Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260
Deadline: January 30, 2020 by 10:00 a.m. (MST)**

**ATTACHMENT B
PROPERTY NARRATIVE**

Name of Respondent: _____

CATEGORIES:

1. Proposed Use of Property: (Use additional sheets if necessary)

2. Proposed Property Improvements: (Use additional sheets if necessary)

3. Timetable for Development and Opening of Business: (Use additional sheets if necessary)

4. Proposed Job Creation: (Include number and type(s) of jobs created. Use additional sheets if necessary)

Signature of Offeror: _____

Date: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member, or representative.

Signature

Date

Title (position)

Veterans Preference Certification

_____ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

ATTACHMENT A



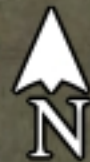
18

N-Lovington-Hwy

Google Earth

© 2018 Google

1000 ft



THIS CONTRACT IS MADE this _____ day of _____, 20__ between undersigned Seller and undersigned Purchaser.

Seller agrees to sell and convey to purchaser and purchaser agrees to buy upon the terms and conditions hereinafter set out, the following property located approximately 3.5 miles South of Lovington on the East side of New Mexico Highway 18 in Lea County, New Mexico being described as:

SURFACE TITLE ONLY:

Approximately 5.0 acres of certain real property located at a tract of land located in the SE ¼ of Section 25, Township 16S, R36E N.M.P.M, City of Lovington, Lea County, New Mexico and being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" rebar, being used as the SE corner of Section 25; thence 89°14'44"W 1233.43 feet along the South line of Section 25 to the Northeast right of way of New Mexico State Highway 18; thence N40°13'00"W 1823.39 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348" for the Point of Beginning; thence continuing N40°13'00"E at 333.20 feet a found T-rail right of way marker continuing in all 532.72 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348", from which a T-rail right of way marker bears N40°13'00"W 800.75 feet; thence N49°47'00"E 408.84 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S40°13'00"E 532.72 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMPS 12348"; thence S49°47'00"W 408.84 feet to the point of beginning, and being Tract "B" of that certain plat dated 6-17-13, filed 6-27-13, in Book 1843, Page 852, Lea County Records, Lea County, New Mexico.

The agreed purchase price is the sum of fifty thousand dollars XXXXXXXX, to be paid as follows:

- (1) XXXXXXXXXX (\$XXXXXX) cash including \$_____ earnest money which is hereby acknowledged by seller to bind this contact of sale and deposited with _____.

Balance to be paid as follows:

Closing Costs to be paid as follows:

Seller shall furnish a title guarantee policy in the usual form and containing the usual terms and conditions. Should there be any valid and meritorious objections to the title, Seller shall have a reasonable time within which to cure same. If Seller is unable to cure said objections within a reasonable time, this contract may at the option of Purchaser be terminated and Seller shall return the earnest money to Purchaser, or Purchaser may accept the title, complete the transaction and cure such title at the expense of Purchaser. Should Purchaser fail or refuse to comply with the terms of this contract, seller may retain the earnest money as liquidated

damages or pursue any other remedy afforded him at law or in equity, but the retention of the earnest money shall not prevent the pursuing of any other remedy. Upon termination or cancellation of this contract, the Escrow Agent, if any, shall be provided with a Termination agreement signed by Seller and Purchaser containing detailed instructions as to how to disburse the earnest money with the exception of credit denial, of which the escrow agent is instructed to refund the earnest money to the purchaser upon receipt of a credit denial letter issued by the lender involved. If Seller fails to perform under this contract, purchaser shall pursue any remedies afforded by law.

All taxes and charges or assessments (shall/shall not) be prorated to date of closing. All interest on indebtedness assumed, if any, and all rents, if any, and insurance, if any (shall/shall not) be prorated to January 1, 20____. All proration's will be based on the previous years figures.

Under the performance by Purchaser of the obligation on him herein imposed, Seller shall make and deliver to Purchaser a good and sufficient Warranty Deed in accordance with the terms of this contract. Deed shall be made subject to the usual restrictions and reservations shown of record to _____ whose marital status is _____ or order, and deliver on or before closing. Possession shall be given Purchaser on _____. Both parties agree to execute all instruments necessary to carry out the intent of this agreement on or before _____.

Purchaser declared that he is buying said property upon his own examination and judgment and not through any representation made to Purchaser by the Seller, or agent for Seller as to its location, value, income therefrom, square footage, or as to its production.

TERMS

Purchasers proposed to use the Property for XXXXXXXXX.

Purchaser knows and understands that there are no water rights, rights to sand, gravel, or caliche being conveyed by the Seller.

Purchaser shall make no offensive use of the Property.

Purchaser shall not use or lease the Property, or any part thereof for permanent or temporary residences or RV or trailer parks.

Purchaser shall not use or lease the Property, or any part thereof for any use that is extra hazardous on account of fire, chemical waste or for any purposes that is a nuisance or that is offensive to other tenants or occupants of other structures in the vicinity.

Purchaser shall provide the Seller Material Safety Data sheets for all chemicals uses, stored or

brought onto the Property. Purchaser shall provide the Seller with a copy of a Spill Prevention Plan for their operations on the Property and shall make itself familiar with the sensitive nature of the municipal freshwater wellfield.

Purchaser will complete development of the Property and begin business operations within twelve (12) months of acquisition of the Property from the Seller.

Seller shall retain the right of first refusal should Purchaser desire to sell the property.

Prior to the sale of the Property to another individual or group, the sale must be approved by the Seller.

Any additional or change of use of the Property by Purchaser or any future owners must have prior approval by the Seller.

IN WITNESS WHEREOF, both parties have hereunto set their hands the day and year hereinabove written.

(termed purchaser whether one or more)

(Termed seller whether one or more)

Phone#
Mailing Address:

Phone#
Mailing Address

Social Security #
Social Security #

Social Security #
Social Security #

SAMPLE CONTRACT

BUYER INFORMATION

NAME: _____

ADDRESS: _____

HOME PHONE: _____

WORK PHONE: _____

CELL PHONE: _____

FAX NO: _____

E-MAIL: _____

SELLER INFORMATION

NAME: _____

ADDRESS: _____

HOME PHONE: _____

WORK PHONE: _____

CELL PHONE: _____

FAX NO: _____

E-MAIL: _____

SAMPLE CONTRACT