

103  
**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 8 Ordinance/Resolution# 10-310 Council District: N/A

**For Meeting of June 21, 2010**

(Adoption Date)

**TITLE:** A RESOLUTION APPROVING THE PURCHASE OF PROPERTIES AT 914 SOUTH ALAMO, LAS CRUCES, NEW MEXICO, FOR \$110,000.00 AND 2559 BENZ DRIVE, LAS CRUCES, NEW MEXICO, FOR \$142,000.00, UNDER THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM (NSP).

**PURPOSE(S) OF ACTION:** To approve the purchase of two (2) additional properties under the City's NSP grant.

|   |                        |  |                        |                           |              |
|---|------------------------|--|------------------------|---------------------------|--------------|
| <b>Name of Drafter:</b> <i>JN</i><br>Jerry Nachison |                        | <b>Department:</b> Community Development |                        | <b>Phone:</b> 528-3208    |              |
| <b>Department</b>                                   | <b>Signature</b>       | <b>Phone</b>                             | <b>Department</b>      | <b>Signature</b>          | <b>Phone</b> |
| Community Development                               | <i>Uncont'd Budget</i> | 528-3067                                 | Budget                 | <i>Richard M. Johnson</i> | 541-2281     |
|   |                        |  | Assistant City Manager | <i>[Signature]</i>        | 541-2271     |
| Legal   | <i>[Signature]</i>     | 541-2128                                 | City Manager           | <i>[Signature]</i>        | 541-2076     |

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:** In July 2008, President Bush signed the Housing and Economic Recovery Act of 2008 (HERA). HERA was created to provide neighborhood stabilization to communities throughout the United States due to rising foreclosures and abandoned residential properties due to tough economic times. HERA appropriated \$3.92 billion in funding as part of a special allocation of Community Development Block Grant (CDBG) funds for distribution to states and local governments. The State of New Mexico received a total allocation of \$19.6 million. Las Cruces received \$1.5 million from the State of New Mexico Department of Finance and Administration, Local Government Division.

In summary, the City's NSP grant primarily focuses through partner agencies in two areas. To (1) acquire, rehab, and resale abandoned or foreclosed properties or build new housing on acquired, vacant parcels for homeownership to serve persons between 50% and 120% of Area Median Income (AMI); and (2) acquire, rehab, and donate to qualified non-profit agencies as rental housing for persons below 50% of AMI, primarily for those with special needs. All properties must be foreclosed and available or vacant, abandoned, blighted and unused, with owners willing to sell.

Staff has been reviewing properties within the priority areas designated by the City for the NSP program. A number of offers have not come to fruition. However, our offer for these properties have been either accepted by the seller or countered and then accepted by the City. The City Council approval of these purchases will allow staff to close and complete purchase actions on the properties. They will then be rehabilitated under standard City procedures. After rehabilitation, they will be transferred to La Casa, Inc. for use in perpetuity as rentals for victims of domestic violence, consistent with La Casa's NSP grant approved by the Council under Resolution 10-097.

**SUPPORT INFORMATION:**

| <b>Fund Name / Account Number</b>                    | <b>Amount of Expenditure</b> | <b>Budget Amount</b> |
|--|------------------------------|----------------------|
| HUD Special Projects –<br>2010-20184230-722190-12005 | \$252,000.00                 | \$252,000.00         |

1. Resolution
2. Exhibit "A" – Purchase Agreement for 914 South Alamo
3. Exhibit "B" – Purchase Agreement of 2559 Benz Drive

**OPTIONS / ALTERNATIVES:**

1. Vote YES and approve the Resolution approving the purchase of these properties under the NSP. This will allow City staff to proceed with the purchases, do additional renovations and then transfer them to La Casa.
2. Vote NO and disapprove the Resolution, thus not approving the purchases of the properties under the City's NSP grant. This means that staff will need to cancel these offers and move on to locate other properties, subject to any Council guidance. In such situations, the City may not be able to complete its obligations under the NSP grant from the State of New Mexico.
3. Modify the Resolution and vote YES to approve the modified Resolution. This action will be based on the Council's discretion. Such may or may not require the offers to be canceled.
4. Table or Postpone action on the requested Resolution. Direction would be required of the Council to staff. Tabling or postponing the approval means that the offers may expire or the properties will be purchased by other parties. If the offers expire or the properties are otherwise sold, staff will need to locate new properties, subject to any Council guidance. In such situations, the City may not be able to complete its obligations under its NSP grant.

**RESOLUTION NO. 10-310**

**A RESOLUTION APPROVING THE PURCHASE OF PROPERTIES AT 914 SOUTH ALAMO, LAS CRUCES, NEW MEXICO, FOR \$110,000.00 AND 2559 BENZ DRIVE, LAS CRUCES, NEW MEXICO, FOR \$142,000.00, UNDER THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM (NSP).**

The City Council is hereby informed that:

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) is charged with implementing the Housing and Economic Recovery Act of 2008 (HERA); and

**WHEREAS**, HERA funds are a special allocation of Community Development Block Grant (CDBG) funds, of which the City of Las Cruces is an entitlement community and HERA creates a national program henceforth called the Neighborhood Stabilization Program; and

**WHEREAS**, due to the urgency expressed under HERA, the entire allocation of HERA funding were awarded to the State of New Mexico Department of Finance and Administration, Local Government Division, and the City of Las Cruces submitted a plan for use of the Neighborhood Stabilization Program within the corporate limits of the City; and

**WHEREAS**, the City of Las Cruces has received an approved Neighborhood Stabilization Program grant from the State of New Mexico; and

**WHEREAS**, the City staff received a waiver to increase the cost limits allowable on each property obtained for the NSP; and.

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

**(I)**

**THAT** the City of Las Cruces shall purchase properties for the City's NSP at 914 South Alamo, Las Cruces, New Mexico, for \$110,000.00 and 2559 Benz Drive, Las Cruces, New Mexico, for \$142,000.00, as shown in Exhibits "A" and "B" attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT these properties will be rehabilitated as appropriate to the NSP in consultation with La Casa, Inc.

(III)

THAT upon completion of the rehabilitation, these properties will be transferred to the ownership of La Casa, Inc. consistent with its NSP grant approved by the Council in Resolution 10-097.

(IV)

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

DONE and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

APPROVED:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

VOTE:

|                     |       |
|---------------------|-------|
| Mayor Miyagishima:  | _____ |
| Councillor Silva:   | _____ |
| Councillor Connor:  | _____ |
| Councillor Sorg:    | _____ |
| Councillor Small:   | _____ |
| Councillor Pedroza: | _____ |
| Councillor Thomas:  | _____ |

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

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

Approved as to Form:

*[Signature]*  
\_\_\_\_\_  
City Attorney

EXHIBIT A



**Steinborn  
GMAC**  
Real Estate

Steinborn GMAC Real Estate  
141 N. Roadrunner Pkwy. Ste. 141  
Las Cruces, NM 88011



**REALTORS® ASSOCIATION OF NEW MEXICO**  
**COUNTEROFFER NO. One - 2010**

This counteroffer is made a part of the  Residential  Commercial  Vacant Land  Lot and Ranch Purchase Agreement dated April 29, 2010 between City of Las Cruces, Terrence Nace ("Buyer") and Earle C. Pendleton Estate ("Seller") and relating to the purchase of the following Property:

914 S. Alamo Street Las Cruces 88002  
Address City Zip Code  
371 - Grandview Subdivision, Block 34, Lot 8 9

or see metes and bounds description attached as Exhibit na Dona Ana County: New Mexico

Counteroffers that are not expressly listed here are not incorporated into the Purchase Agreement.  
Counteroffers na are incorporated by reference into the Purchase Agreement of the parties, except as expressly modified by this Counteroffer.

Buyer and Seller accept the Purchase Agreement, subject to the following changes:  
Purchase price is changed to \$110,000.

This agreement is subject to finalization of probate action in Dona Ana County and final estate approval for sale and closing. Probate has been completed in Massachusetts. the residence of the owner of record, who is deceased. The attached notarized assignment of Don M. Pendleton as executor of the Earle C. Pendleton Estate, as well as the IRS assignment of an employer identification number to Mr. Pendleton as the executor of the estate are included as part of this Purchase Agreement.

*I am providing Plot Survey from 10/19/02 in lieu of new survey being done for closing. Survey completed May Survey, Inc. (D)*

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE NATIONAL ARCHIVES AND RECORDS ADMINISTRATION TO MAKE ALL INFORMATION CONTAINED HEREIN AVAILABLE TO THE PUBLIC UNLESS IT IS DETERMINED THAT DISCLOSURE OF THE INFORMATION WOULD BE DETERMINED TO BE IN THE INTEREST OF NATIONAL DEFENSE.

REALTORS® ASSOCIATION OF NEW MEXICO  
COUNTEROFFER NO. One - 2010

This section left blank.

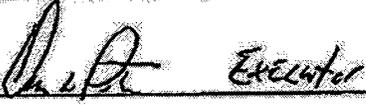
All other terms and conditions of the Purchase Agreement remain the same.

This offer will expire unless acceptance is delivered in writing to  Buyer or Buyer's Broker or  Seller or Seller's Broker on or before May 14, 2010 at 5:00  am  pm Mountain Time.  
If not accepted, this offer can be withdrawn at any time before the expiration date.

It is recommended that the receiving party not sign this Counteroffer if making a subsequent Counteroffer. However, it is recommended the pages be initialed.

  
BUYER  
City of Los Cruces 5/11/10 11:03 am  
Date Time

Buyer Terrence Moore Date Time

  
SELLER  
Earle C. Pendleton Estate 5/7/10 4:30 pm  
Date Time

Seller \_\_\_\_\_ Date Time



**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010  
PART I – BROKER DUTIES**

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following brokerage relationships are available in the State of New Mexico: (1) transaction broker, (2) exclusive agency, and (3) dual agency (see RANM Form 1401, p. 2).

Prior to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Associate Broker or Qualifying Broker shall disclose in writing to their prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers:

- (A) Honesty and reasonable care as set forth in the provisions of this section;
  - (B) Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and other applicable local, state, and federal laws and regulations;
  - (C) Performance of any and all oral or written agreements made with the Customer or Client;
  - (D) Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including (1) Presentation of all offers or counter-offers in a timely manner, and (2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;
- If the Broker in a transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2), the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose such agreement in writing to the other Brokers involved in the Transaction;
- (E) Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Associate Broker's or Qualifying Broker's knowledge or expertise and that the Associate Broker or Qualifying Broker will suggest that the Customer or Client seek expert advice on these matters;
  - (F) Prompt accounting for all monies or property received by the Broker;
  - (G) Prior to the time the Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, written disclosure of (1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction; and or (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; (3) other Brokerage Relationship options available in New Mexico;
  - (H) Disclosure of any adverse material facts actually known by the Associate Broker or Qualifying Broker about the Property or the Transaction, or about the financial ability of the parties to the Transaction to complete the Transaction. Adverse material facts do not include data from a sex offender registry or the existence of group homes;
  - (I) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
  - (J) Unless otherwise authorized in writing, an Associate Broker or Qualifying Broker shall not disclose to their Customer or Client during the transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Buyer Client or Customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller Client or Customer or their Buyer Client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Associate Broker's or Qualifying Broker's Customer or Client to remain confidential, unless disclosure is required by law.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010  
PART II**

**BROKERAGE RELATIONSHIPS DISCLOSURE:** Transaction Broker, Exclusive Agency, and Dual Agency are brokerage relationships available in New Mexico. Brokers may, but are not required to, disclose unwritten agreements with Buyers and Sellers. However, Brokers must disclose written agreements.

1. J. Lance Swarengin ("Buyer's Broker") is working with the Buyer in this transaction as a:  
 Transaction Broker without a written agreement.  
 Transaction Broker with a written agreement (RANM Form 1206, Buyer Broker Agreement).  
 Agent with a written agreement (RANM Form 1206, Buyer Broker Agreement with Agency Addendum).

2. **IN-HOUSE TRANSACTION:**  
 A. Buyer's Broker is licensed under the same Qualifying Broker in the same Brokerage as Seller's Broker. Seller's Broker has a written listing agreement with the Seller as  Transaction Broker  Agent.  
 B. Buyer's Broker is also Seller's Broker for the property in this Transaction. Seller's Broker has a written listing agreement with Seller as  Transaction Broker  Agent.

3.  **DUAL REPRESENTATION DISCLOSURE AND CONSENT:** Brokerage is representing both Buyer and Seller by means of written agreements with each of them, without creating Dual Agency. If there are two written agreements, Buyer and Seller hereby consent to this dual representation.

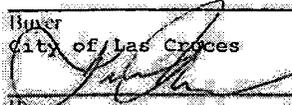
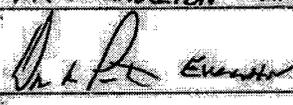
4.  **DUAL AGENCY DISCLOSURE:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them, and Designated Brokerage has not been chosen by the Qualifying Broker, thus creating Dual Agency. Prior to writing or presenting this offer, Broker must obtain written consent from the Buyer Client and Seller Client (RANM Form 1301, Agency Agreement - Dual).

5. Buyer's Broker  does  does not have a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party: contracted by City of Las Cruces

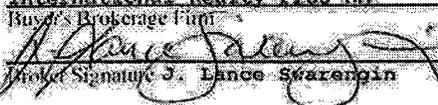
*If the Brokerage or Qualifying Broker has a material interest or relationship of a business, personal, or family nature in the transaction, that interest or relationship must also be disclosed separately.*

6.  Buyer  Seller is a licensed New Mexico real estate Broker.

The BROKERAGE RELATIONSHIPS DISCLOSURE is acknowledged by the parties below:

|   |                |      |  |               |                 |
|---|----------------|------|--|---------------|-----------------|
| <b>BUYER</b>  |                |      | <b>SELLER</b>  |               |                 |
| Buyer   | Date           | Time | Seller   | Date          | Time            |
| <u>City of Las Cruces</u>   |                |      | <u>EARLE PENDLETON ESTATE</u>  | <u>5/7/10</u> | <u>12:15 PM</u> |
|  | <u>4/29/10</u> |      |  | <u>5/7/10</u> | <u>12:15 PM</u> |
| Buyer   | Date           | Time | Seller   | Date          | Time            |
| <u>Terrence Moore</u>   |                |      |  |               |                 |

**BUYER'S BROKER**

International Realty Plus NM  
 Buyer's Brokerage Firm  
  
 Broker Signature J. Lance Swarengin  
 Broker  is  is not a REALTOR®  
4/29/2010  
 Date Time

**SELLER'S BROKER**

Steinborn GWAC Real Estate  
 Seller's Brokerage Firm  
 Broker Signature Renee Frank  
 Broker  is  is not a REALTOR®  
 Date Time



REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT - RESIDENTIAL RESALE - 2010



OFFER DATE: April 26, 2010

1. PARTIES. City of Las Cruces, Terrence Moore
("Buyer") agrees to buy from Seller and

("Seller") agrees to sell and convey to Buyer the Property described in paragraph 4 with a Settlement/Signing Date of see addendum #2 (described in paragraph 5 below).

2. PURCHASE PRICE. \$ 105,000.00

A. APPROXIMATE CASH DOWN PAYMENT \$

(Including Earnest Money referred to in paragraph 3)

B. AMOUNT OF THE LOAN(S) described in paragraph 7 below. \$

3. EARNEST MONEY. Buyer will deliver \$ 1,000.00

Earnest Money in the form of [X] check [ ] cash [ ] note dated to be escrowed upon mutual acceptance of this Agreement by Buyer and Seller with Southwestern Abstract and Title Co., in accordance with New Mexico law. Earnest Money will be applied to Purchase Price and/or closing costs upon Funding Date.

4. PROPERTY.

A. 914 S. Alamo Las Cruces NM 88001
Address City State/Zip Code

371 Grandview subdivision, Block 34, Lot 89
Legal Description

or metes and bounds or other legal description attached as Exhibit n/a Dona Ana County, New Mexico. If the legal description of the Property is not complete or is inaccurate, this Agreement will not be invalid and the legal description will be completed or corrected to meet the requirements of the title company which will issue the title policy.

B. TYPE: [X] site built [ ] manufactured housing [ ] modular [ ] off site built [ ] other:
(Sec RANM Form 2305 for further information.)

C. Description or explanation of any known mineral or water rights appurtenant to the Property and whether they will be included in the sale: If water or mineral rights are identified as being included in the sale of the Property, Buyer is advised to seek expert and legal advice and assistance to ensure that those rights are properly transferred at closing.

D. The Property will include the following, if existing on the Property, unless excluded below, free of liens: smoke, fire, security and water conditioning systems (if owned by Seller); heating, ventilating and air conditioning systems, landscaping; sprinklers/irrigation equipment; storm windows and doors, screens, window coverings and rods; TV antennas, satellite dishes and receiver with access card (if owned by Seller and if transferable); light fixtures; ceiling fans; range; oven; dishwasher; garbage disposal; attached mirrors; attached floor coverings; awnings; mailboxes; fireplace grate and screen; garage door openers and controls; pool and spa equipment; and outdoor plants and trees (other than in movable containers). The following additional existing personal property, if checked, shall remain with the property:

- [X] Refrigerator [ ] Decorative mirrors above bath vanities
[ ] Microwave [ ] Built-in/attached speakers and sub woofers
[ ] Washer [ ] TV
[ ] Dryer [ ] Audio components
[X] Other Stove and Dishwasher [ ] Other

The above additional existing personal property included shall not be considered part of the premises and shall be transferred with no monetary value, and free and clear of all liens and encumbrances.

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

RANM Form 2104 (2010) Page 1 of 11 ©2008 REALTORS® Association of New Mexico Initials Buyer Seller

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

E. The following items are excluded from the sale: \_\_\_\_\_

**5. CLOSING.** "Closing" is defined as a series of events by which Buyer and Seller satisfy all of their obligations in the Agreement. Closing is not completed until all parties have completed all requirements as stated below, as well as completing all other obligations under this Agreement. If either party elects to extend either of the following dates, they must do so in a writing signed by both parties. No extension is binding unless agreed to in writing by both parties. The parties further acknowledge that Seller will not receive the proceeds of sale until all the events stated under "Funding Date" have been completed.

**A. Settlement/Signing date:** see addendum #2 (as described in paragraph 1)

1. Buyer and Seller agree to sign and deliver to the responsible closing officer all documents required to complete the transaction and to perform all other closing obligations of this Agreement on or before the above date.

2. Buyer and Seller agree to provide for the delivery of all required funds, exclusive of Lender funds, if any, using wired, certified or other "ready" funds acceptable to the closing officer, on or before the above date.

**B. Funding Date** (Completion of Closing): on or before see addendum #2. The Funding Date is the date that the closing officer has funds available to disburse to all parties after recording all documents required to complete the transaction.

1. It is Buyer's responsibility to ensure that Buyer's lender, if any, makes available to the closing officer, wired certified or other "ready" funds with written instructions to disburse funds, on or before the Funding Date as set forth above.

2. Buyer and Seller acknowledge that possession of the Property will be in accordance with the terms of paragraph 6 below.

Unless otherwise agreed to in writing, failure to perform any of the above items by either party shall constitute a default under this Agreement.

**6. POSSESSION.**

**A.** Buyer and Seller agree that Seller will give possession of the Property to Buyer upon:

1. "Funding Date" as set forth above at 5:00 p.m.; or,

2. Other: \_\_\_\_\_

**B.** If possession date is other than "Funding Date" as set forth above, then Buyer and Seller shall execute a separate written Occupancy Agreement. (See RANM Forms 2201 and 2202)

**7. FINANCED OR CASH PURCHASE.**

**A. LOANS.** This Agreement is contingent upon Buyer's ability to obtain a loan in the amount stated above in paragraph 2B of the following type:  Conventional  FHA  VA  Deed of Trust  Other: \_\_\_\_\_

1.  Buyer has made written application for a loan, or  agrees to make written application for a loan no later than \_\_\_\_\_ days after the Date of Acceptance ("Loan Application Period"). Buyer agrees to provide Seller with a letter of Preliminary Loan Approval from a lender no later than \_\_\_\_\_ days after the Date of Acceptance ("Financing Approval Period").

2. Preliminary Loan Approval must stipulate that: (1) a loan application has been made; (2) a credit report has been obtained and reviewed by a lender; (3) a preliminary loan commitment has been secured from the same lender; (4) financing equal to the loan amount provided in paragraph 2B is available to complete the transaction with no contingencies except those provided for in this Agreement.

3. If there are changes to the loan, loan program, financing terms, or a change in lender at any time after the Financing Approval Period which adversely affect Buyer's ability to obtain a loan, increase Seller's costs or delay Closing, Buyer shall have the obligation to notify Seller in writing within 2 days of such occurrence. In that event, within 5 days of receipt of Buyer's notification, Seller may notify Buyer in writing of: (1) Seller's approval of such changes, or (2) Seller's decision to terminate the Agreement. If Seller does not notify Buyer within the 5 day period provided, Seller will be deemed to have waived Seller's right to terminate and shall proceed to Closing.

4. If Buyer cannot obtain Preliminary Loan Approval within the Financing Approval Period, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer unless the parties agree in writing to an extension.

5. Buyer further agrees to provide Seller with written notification of Final Loan Approval from Buyer's lender with all loan contingencies removed \_\_\_\_\_ days before the Settlement/Signing Date ("Final Loan Approval"). In the event of a written rejection by the lender prior to Final Loan Approval, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**B. SELLER FINANCING:** The approximate balance of \$ \_\_\_\_\_ shall be financed by Seller and shall be secured by:  Real Estate Contract  Mortgage  Deed of Trust. Terms and conditions of the above instrument shall be attached as Addendum \_\_\_\_\_. If RANM Real Estate Contract (RANM Form 2401) is selected, a completed Addendum to Purchase Agreement - Real Estate Contract (RANM Form 2402) shall be attached.

Buyer shall provide Seller with:  a current and complete financial statement and/or  a current credit report no later than \_\_\_\_\_ days after the Date of this Agreement. Seller shall have the right to object to either of these documents within \_\_\_\_\_ days after receipt from Buyer (Financial Review Period). If Seller does not approve Buyer's qualifications during the Financial Review Period, Seller has the option to terminate this Agreement and Earnest Money shall be refunded to Buyer. If Seller does not object in writing to Buyer's qualifications within the Financial Review Period, Seller will be deemed to have waived Seller's right to object to Buyer's qualifications. Seller may not unreasonably withhold approval.

**C. CASH PURCHASE:** Buyer agrees to purchase the subject property for cash. No later than 59 days after the Date of Acceptance, Buyer agrees to provide Seller with verification of funds and proof satisfactory to Seller that Buyer has in Buyer's possession or control, the funds necessary to complete the transaction. This Agreement shall terminate in the event of failure of Buyer to provide timely proof of funds and Earnest Money  shall  shall not be refunded to Buyer.

**D. CONTINGENT SALE:** This Agreement is contingent on the future Closing of Buyer's property. Buyer's Sale Contingency – RANM Form 2503  is  is not attached.

**8. APPRAISAL**

**A. CONVENTIONAL OR OTHER NON-FHA/VA LOAN:** (describe): \_\_\_\_\_  
It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete the purchase of the Property or incur any penalty for forfeiture of Earnest Money if the Purchase Price exceeds the current estimated market value ("Appraisal") as established by a real estate appraiser approved by the lender.

**B. FHA:** It is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the Buyer has been given, in accordance with HUD/FHA or VA requirement, a written statement by the Federal Housing Commissioner or a Direct Endorsement Lender setting forth the appraised value of the property, or a VA Certificate of Reasonable Value (excluding closing costs) of not less than \$ \_\_\_\_\_ (Purchase Price). The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable.

**C. VA:** It is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise be obligated to complete the purchase of the real estate described herein, if the contract Purchase Price or cost exceeds the reasonable value of the real estate established by the Veterans Administration.

**D. CASH OR SELLER FINANCED:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete the purchase of the Property or incur any penalty by forfeiture of Earnest Money if the Purchase Price exceeds the current estimated market value ("Appraisal") as established by a real estate appraiser engaged by and paid by  Buyer  Seller.

**E.** In the event the conventional appraisal, the FHA appraisal, the VA certificate of reasonable value, or an appraisal for a cash or seller financed transaction is less than the agreed upon Purchase Price, Buyer may still proceed with the consummation of this Agreement without regard to the amount of appraisal or certificate of reasonable value, provided Buyer delivers written notice to Seller of such election within 3 days of the receipt of said notice of value. If Buyer does not deliver written notice of such election within 3 days, Buyer shall be deemed to have elected not to proceed. If Buyer elects not to proceed, Seller and Buyer may agree to a Purchase Price acceptable to both parties within 5 days after receipt of said notice to both parties. If the parties cannot agree, this Agreement shall terminate and Earnest Money shall be refunded to Buyer.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

9. **COSTS TO BE PAID.** Buyer or Seller will pay the following marked items:

| Loan Related Costs and Fees  | Buyer | Seller | Not Required | Title Company Closing Costs     | Buyer | Seller | Not Required |
|--|-------|--------|--------------|---------------------------------|-------|--------|--------------|
|  |       |        |              | Closing Fee                     | 1/2   | 1/2    |              |
| Appraisal Fee  | x     |        |              | Legal Document Preparation      |       |        | x            |
| Appraisal Reinspection Fee   |       |        | x            | Special Assessment Search       |       |        | x            |
| Credit Report  |       |        | x            | Buyer Recording Fees            | x     |        |              |
| Loan Assumption/Transfer   |       |        | x            | Seller Recording Fees           |       | x      |              |
| Origination Charge: up to <input type="checkbox"/> \$: or <input type="checkbox"/> % |       |        | x            | Policy Premiums                 |       |        |              |
| Points - Buydown   |       |        | x            | Title Commitment                |       | x      |              |
| Points - Discount  |       |        | x            | Standard Owner's Policy         |       | x      |              |
| Tax Service Fee  |       |        | x            | Mortgagee's Policy              |       |        | x            |
| Flood Zone Certification   |       |        | x            | Mortgagee's Policy Endorsements |       |        | x            |
| Other:   |       |        |              | Other:                          |       |        |              |
| Other:   |       |        |              | Miscellaneous                   |       |        |              |
| <b>Prepays Required by Lender</b>  |       |        |              | Survey (§ 16C)                  |       | x      |              |
| Flood Insurance  |       |        | x            | Impact Fees                     |       |        | x            |
| Hazard Insurance   |       |        | x            | Home Warranty contract (§ 17)   |       |        | x            |
| Interest   |       |        | x            | Transfer Fees (e.g. HOA, etc.)  |       |        | x            |
| PMI or MIP   |       |        | x            | HOA Fees (e.g. processing)      |       |        | x            |
| Taxes  |       |        | x            | Other:                          |       |        |              |
| Other:   |       |        |              | <b>Escrow Fees</b>              |       |        |              |
| Other:   |       |        |              | Set up                          |       |        | x            |
| Other:   |       |        |              | Periodic                        |       |        | x            |
| Other:   |       |        |              | Close Out                       |       |        | x            |
|  |       |        |              | Other:                          |       |        |              |

Buyer agrees to pay all other allowed direct loan costs.

10. **IRS 1031 TAX-DEFERRED EXCHANGE.**  Buyer  Seller intends to use this property to accomplish a 1031 tax-deferred exchange. The parties agree to cooperate with one another in signing and completing any documents required. The exchanging party agrees that the other party will bear no additional expense.

11. **PRORATIONS.** Seller will be responsible for disclosing all applicable property-specific fees, or lease agreements, private memberships and/or association fees or dues, taxes and contract service agreements, all of which are to be prorated through Settlement/Signing Date. Any equipment rental or contract service agreement (e.g. alarm system, satellite system, propane and tank, private refuse collection, road maintenance, etc.) will be handled directly between the Buyer and Seller, and title company will not be responsible for proration thereof.

12. **ASSESSMENTS.** Buyer will assume all bonds, impact fees and assessments that are part of or paid with the property tax bill. If other bonds, impact fees or assessments are a lien upon the Property, the current installment will be prorated through Settlement/Signing Date. Buyer will assume future installments. This Agreement is conditioned upon both parties verifying and approving in writing the amount of all bonds, impact fees, or assessments to be assumed or paid within 10 days after receipt of the title commitment ("Approval Date"). In the event of disapproval, the disapproving party may terminate this Agreement by giving written notice to the other on or before the Approval Date. Future assessments for improvements such as, but not limited to, sidewalks, driveway cuts or roads will be paid by Buyer.

*[Handwritten Initials]*

*[Handwritten Initials]*

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**13. EXAMINATION OF TITLE; LIENS; DEED.**

A.  Buyer  Seller shall order a title commitment from Southwestern Abstract and Title Co. (Title Company) within 5 bus days after the Date of Acceptance. Buyer will have 5 bus days ("Review Period") to review and object to title exceptions after receipt of the title commitment and all documents referred to therein. Exceptions to the title, including the standard exceptions, shall be deemed approved unless written objection is delivered to the Seller within this Review Period. If Seller is unwilling or unable to remove such exception before Settlement/Signing Date, Seller shall provide written notice to Buyer within 5 bus days after receipt of Buyer's objections. Buyer may choose to close subject to exceptions, remove them at Buyer's expense or terminate this Agreement. If Buyer terminates this Agreement, the Earnest Money will be refunded to Buyer.

B. Seller will satisfy any judgments and liens, including but not limited to, all mechanics' and materialmen's liens of record on or before Settlement/Signing Date and will indemnify and hold Buyer harmless from any liens filed of record after Settlement/Signing Date and which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller or Seller's agents, unless otherwise agreed to by the parties in writing.

C. Seller will convey the Property by  General Warranty Deed  other deed \_\_\_\_\_ subject only to any matters identified in the title commitment and not objected to by Buyer as provided in paragraph 13A. The legal description contained in the deed shall be the same legal description contained in the title commitment and any survey required under paragraph 16C.

**14. FOREIGN SELLERS.** The disposition of a U.S. Real Property interest by a Foreign Person is subject to Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA applies if Seller is a Foreign Person, Foreign Corporation or Partnership, or non-resident Alien, unless BOTH the purchase price is \$300,000 or less AND Buyer intends to use the property as Buyer's primary residence. Federal Law requires that if Seller is a Foreign Person, then Buyer must withhold ten percent (10%) of the amount realized from the sale of the Property and remit it to the Internal Revenue Service (IRS) within 20 days of Closing unless the Seller provides written confirmation from the IRS that Seller is not subject to withholding. Generally speaking, the "amount realized" is the sales/purchase price of the Real Estate. If Seller is Non-Foreign, the Seller must provide proof of Non-Foreign status by fully executing an Affidavit of Non-Foreign Seller (RANM Form 2303) and deliver it to either the Buyer or to a Qualified Substitute. Under FIRPTA, if Seller is a Foreign Person and Buyer fails to withhold taxes, the Buyer may be held liable for the tax, in addition to other fines and penalties and the Buyer's Broker may be fined up to the amount of their commission.

Buyer's offer  is  is not contingent upon the Seller completing the FIRPTA response box in the Acknowledgement by Seller Section of this Purchase Agreement, and providing the documents indicated there in no later than \_\_\_\_\_ days after Date of Acceptance. If Seller is providing an Affidavit of Non-Foreign Seller, Buyer agrees that Seller may, at Seller's option, provide this Affidavit either to Buyer or to a Qualified Substitute as provided by FIRPTA. If a Qualified Substitute is used, Buyer will not receive a copy of Seller's Affidavit.

For further information on FIRPTA, see the FIRPTA Information Sheet (RANM Form 2304), and consult with an attorney and/or tax professional.

**15. INSURANCE CONTINGENCY/APPLICATION.**

A. Buyer agrees to make application for insurance within \_\_\_\_\_ days after Date of Acceptance of this Agreement. If Buyer fails to make application within the agreed time, this insurance contingency shall be deemed waived. This Agreement is conditioned upon Buyer's ability to obtain a homeowner's or property insurance binder on the Property at normal and customary premium rates. **Buyer understands that an insurance company may cancel or change the terms of a homeowner's insurance policy/binder for any reason prior to close of escrow or within sixty days after issuance of the homeowner's policy/binder (which generally occurs at close of escrow).**

B. This insurance contingency shall be deemed satisfied, unless within \_\_\_\_\_ days after Date of Acceptance of this Agreement, Buyer gives notice of inability to obtain a binder for insurance or if Buyer gives notice that Buyer is unable to obtain a homeowner's or property insurance binder on the Property at normal and customary premium rates. If Buyer is unable to obtain such a binder for insurance after making a good faith effort and gives timely notice of such inability, then the Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**16. SELLER DISCLOSURE AND OTHER DOCUMENTS AND INSPECTIONS.** Any "Deadline" can be expressed either as a calendar date or as a number of days after Date of Acceptance. Delivery Deadlines, Objection Deadlines and Resolution Deadlines may be extended only by a written agreement of both parties.

**A. DOCUMENTS.** Seller shall deliver the following documents by the Delivery Deadline specified below. "Delivery Deadline" is the date by which Buyer shall receive any documents, reports or surveys as set forth below:

| DOCUMENTS                              | Delivery Deadline       | Objection Deadline      | Resolution Deadline      |
|--|-------------------------|-------------------------|--------------------------|
| Seller's Property Disclosure Statement | 2 Days after Acceptance | 7 days after acceptance | 12 days after acceptance |
| Road Documents                         |                         |                         |                          |
| Water Rights Documents                 |                         |                         |                          |
| Well Documents                         |                         |                         |                          |
| Other:                                 |                         |                         |                          |
| Other:                                 |                         |                         |                          |

**Is any part of this Property a residence built before 1978?**  Yes  No. If the answer is yes, federal law says:

Seller cannot legally accept this offer unless Buyer has received, before making this offer, ALL of the following:

1. Lead-Based Paint Addendum to Purchase Agreement (RANM Form 5112) that was first fully completed and signed by Seller and then is signed by Buyer; and
2. A list of and copies of all reports or information relating to lead-based paint inspections, risk assessments, and hazards; and
3. A copy of the pamphlet, "Protect Your Family From Lead-Based Paint in Your Home."

If Buyer received the above items 1, 2, and 3 prior to writing this offer, Buyer's right to a 10 day opportunity to conduct inspections or risk assessments for the presence of lead-based paint and/or lead-based paint hazards will begin on the Date of Acceptance (as defined in the Purchase Agreement).

If Buyer has not received ALL the above items 1, 2 and 3 and had an opportunity to review them before writing this offer, AND has not signed the Lead-Based Paint Addendum to the Purchase Agreement, Seller cannot legally accept this offer. Seller should consult an attorney for specific legal advice.

**PROPERTY TAX DISCLOSURE.**

Buyer(s) hereby acknowledge receipt of the Estimated Property Tax Levy on the Property, attached as Exhibit 1 and understands that said Estimated Property Tax Levy is based on the LISTING price of the Property.

Buyer(s) hereby acknowledge that the Estimated Property Tax Levy on the Property is not readily available and does hereby waive the right to receive the Estimated Property Tax Levy prior to submitting this Purchase Agreement. See Estimated Property Tax Levy Disclosure Information Sheet (RANM Form 3275).

**SEPTIC SYSTEM.** Does the Property include an on-site liquid waste system?  Yes  No. If the answer is "Yes", the transfer of the Property is subject to Regulations of the New Mexico Environment Department governing on-site liquid waste systems, which require inspection and possible repair, and RANM Form 5120a, Septic System Contingency Addendum, is attached hereto and incorporated by reference.

**B. INSPECTIONS.** Seller and Broker strongly recommend that Buyer satisfy any concerns that Buyer may have about the physical condition of the Property. To accomplish this, the parties are encouraged to employ competent (and, where appropriate, licensed) professionals to perform inspections of all conditions of the Property. Buyer has the right to have performed the inspections checked below.  Seller  Buyer will be responsible for paying any charges required by the utility company to have utilities turned on for inspection purposes, but in no event will Buyer be responsible for charges to repair the property, to bring it up to code, to pay unpaid bills, or for anything other than a turn-on fee.

*[Handwritten Signature]* *[Handwritten Initials]*

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

Unless otherwise agreed in writing, the Buyer will select the inspector. Whether or not the transaction closes, the following inspections will be paid for by:

| INSPECTIONS                                 | Buyer Pays | Seller Pays | Delivery Deadline        | Objection Deadline       | Resolution Deadline      |
|---|------------|-------------|--------------------------|--------------------------|--------------------------|
| Home  | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Electrical                                  | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Heating/Air Conditioning                    | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Plumbing                                    | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Roof  | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Structural                                  | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Lead-Based Paint Evaluation                 |            |             |                          |                          |                          |
| Risk Assessment                             |            |             |                          |                          |                          |
| Paint Inspection                            |            |             |                          |                          |                          |
| Combination Risk Assessment/Inspection      |            |             |                          |                          |                          |
| Other:                                      |            |             |                          |                          |                          |
| Well Equipment (pump, pressure tank, lines) |            |             |                          |                          |                          |
| Well Water Potability Tests                 |            |             |                          |                          |                          |
| Well Water Yield Tests                      |            |             |                          |                          |                          |
| Well Water Nitrate Tests                    |            |             |                          |                          |                          |
| Pool/Spa/Hot Tub Equipment                  |            |             |                          |                          |                          |
| Wood-Destroying Insects                     | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Dry Rot                                     | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Radon                                       |            |             |                          |                          |                          |
| Mold  |            |             |                          |                          |                          |
| Square-Foot Measurement:                    |            |             |                          |                          |                          |
| Sewer Line Inspections                      | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Ducts (type):                               |            |             |                          |                          |                          |
| Phase One Environmental Inspection          |            |             |                          |                          |                          |
| Soil Test                                   |            |             |                          |                          |                          |
| Other:                                      |            |             |                          |                          |                          |
| Other:                                      |            |             |                          |                          |                          |

C. SURVEYS OR IMPROVEMENT LOCATION REPORT. Buyer has the right to have performed the item selected below or the right to accept an existing one. Unless otherwise agreed in writing the party paying for the item will select the surveyor and order the survey or report.

| SURVEY/IMPROVEMENT LOCATION REPORT            | Delivery Deadline        | Objection Deadline       | Resolution Deadline      |
|---|--------------------------|--------------------------|--------------------------|
| Improvement Location                          | 30 Days After Acceptance | 32 Days After Acceptance | 40 Days After Acceptance |
| Metes and Bounds Description                  |                          |                          |                          |
| Staked Boundary                               | 30 Days After Acceptance | 32 Days After Acceptance | 40 Days After Acceptance |
| American Land Title Association Survey (ALTA) |                          |                          |                          |
| Flood Plain Designation                       | 30 Days After Acceptance | 32 Days After Acceptance | 40 Days After Acceptance |
| Other:  |                          |                          |                          |

Each party is responsible for payment as shown above for any inspection or surveys ordered and performed whether or not the transaction closes.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**D. BUYER'S OBJECTIONS.**

1. The Buyer may make any reasonable objections to any report or unsatisfactory condition disclosed by any document (16A), inspections (16B), survey or Improvement Location Report (16C) by submitting them in writing to Seller no later than applicable Objection Deadline. Any objections to any inspection, survey or report must be accompanied by a copy of the report. If Seller is responsible for ordering a report or document, and if Buyer does not receive that report or document by the Delivery Deadline, Buyer and Seller may agree to extend the Objection Deadline and Resolution Deadline or Buyer may terminate the Agreement. If Buyer is responsible for ordering a report or document, and fails to do so in a timely manner, Buyer may not use the failure to receive the report or document as cause to terminate the Agreement.

2. Upon objection, Buyer can request that Seller cure the objections or Buyer can terminate this Agreement. If no written objection or termination is delivered to Seller in writing by Objection Deadline, the contingency shall be deemed removed.

**E. RESOLUTION.** If Buyer makes specific objections and requests Seller to cure, Buyer and Seller may negotiate a resolution. If the objections are not resolved by the Resolution Deadline, this Agreement shall be terminated.

**F. COST OF REPAIRS.** Seller agrees to complete or pay for any repairs required by a FHA, VA, conventional lender, or with respect to any objections made by Buyer as a result of the above reports, at an aggregate cost not to exceed \$ \_\_\_\_\_. If the cost to cure the objections exceeds this amount, such excess costs may be negotiated and if no agreement is reached, the Agreement shall terminate.

**G. OBJECTIONS COMPLETION.** Seller agrees to cure objections not later than \_\_\_\_\_ days prior to Settlement/Signing Date.

**H. REFUND OF EARNEST MONEY.** If this Agreement is terminated pursuant to this paragraph, the Earnest Money will be refunded to Buyer.

**I. REASONABLE ACCESS; DAMAGES.** Seller agrees to provide reasonable access to Buyer and any inspectors. The party selecting the inspector is responsible for and shall pay for any damages which occur to the Property as a result of such inspection.

**17. HOME WARRANTY CONTRACT.** If provided for in paragraph 9, a home warranty service contract will be purchased from \_\_\_\_\_. The parties acknowledge that the home warranty service contract provides for limited coverage and for only limited components of the Property. In addition, the home warranty service contract contains specific exclusions and/or certain deductibles. Neither the Seller nor the Broker is responsible for home warranty coverage or lack thereof. The parties acknowledge that a home warranty service contract provider may or may not conduct an inspection of the Property. Any inspection report made available by the provider is not meant as a representation as to the condition of the Property, and is only a report used by the provider to determine the conditions under which the Property may be warranted.

**18. DISCLAIMER.** The Property is sold in its current condition including, but not limited to, the nature, location, amount, sufficiency or suitability of its; current or future value; future income to be derived therefrom or as to its current or future production; condition; size; location of utility lines; location of sewer, water and other utility lines or availability of utility services or the possibility of extending improvements (paving, sewer, water, utilities, access) to the Property; easements with which it is burdened or benefited; lot boundaries; adjacent property zoning; physical and legal access; soil conditions; permits, zoning, or code compliance; lot size or acreage; and improvements or their square footage; and water rights. Broker has not investigated and is not responsible for the foregoing aspects of the Property, among which lot size, acreage, and square footage may have been approximated, but are not warranted as accurate. Buyer will have had full and fair opportunity to inspect and judge all aspects of the Property with professional assistance of Buyer's choosing prior to settlement and is purchasing Property based solely upon Buyer's inspection and judgment and not by reason of any representation made to Buyer by Seller or Broker unless expressly set forth in this Agreement or Disclosure Statements. Buyer and Seller acknowledge that Brokers' only role in this transaction is to provide real estate advice to Broker's client and/or customer and real estate information to the parties. For all other advice or information that may affect this transaction, including but not limited to financial and legal, the parties must rely on other professionals.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

- 19. RELEASE.** The parties hereby release the REALTORS® Association of New Mexico, all local REALTOR® Boards, Broker and the agents and employees of the foregoing from any liability arising out of use of this Purchase Agreement form. Buyer and Seller acknowledge that they are hereby advised to consult their own respective attorneys, accountants, or other advisors as to the legal and tax effect of this Agreement prior to signing.
- 20. MAINTENANCE.** Seller agrees that until Seller gives possession of the Property to Buyer, the heating, air conditioning, electrical, solar, septic systems, well and well equipment, gutters and downspouts, sprinklers, plumbing systems including the water heater, pool and spa systems, as well as appliances and other mechanical apparatus, will be in the same condition as the Date of Acceptance, normal wear and tear excepted. Until the Property is delivered, Seller will maintain all structures, landscaping, grounds and pool. Seller agrees to deliver the Property with all debris and personal belongings removed. The following items are specifically excepted from the above: \_\_\_\_\_
- 21. PRE-CLOSING WALK-THROUGH.** Within 2 days prior to Settlement/Signing Date, Buyer shall have the right to verify the Property is in the same condition as on the Date of Acceptance, reasonable wear and tear excepted, and all agreed upon improvements have been completed.
- 22. FLOOD HAZARD ZONE.** If the Property is located in an area which is designated as a special flood hazard area, Buyer may be required to purchase flood insurance in order to obtain a loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.
- 23. DEFINITIONS.** BROKER includes Buyer's and Seller's brokers. DAYS means calendar days excluding weekends and bank holidays, unless otherwise specified. DATE OF ACCEPTANCE is the date this Agreement is fully executed and delivered. DELIVERED means personally delivered, delivered by facsimile, mailed postage prepaid, or by any method where there is evidence of receipt. The facsimile or e-mail transmission of a copy of this or any related document will constitute delivery of that document. The facsimile, e-mail or electronically transmitted signature shall have the same force and effect as an original signature. Delivery to the real estate Broker who is working with or who represents the Buyer or Seller will constitute delivery to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, delivery to the principal is required. The MASCULINE includes the feminine. The SINGULAR includes the plural.
- 24. RISK OF LOSS.** Prior to Funding Date, risk of fire or other casualty will be on Seller, and in the event of loss, Buyer will have the option (to be exercised by written notice to Seller within 5 days after receipt of notice of loss) of canceling this Agreement and receiving back the Earnest Money or closing and receiving assignment of Seller's portion of the insurance proceeds, if any, at Funding Date. If Buyer fails to timely notify Seller of Buyer's election, Buyer will be deemed to have elected to close.
- 25. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediator cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.
- 26. EARNEST MONEY DISPUTE.** Notwithstanding any termination of this Agreement, in the event that a controversy arises between Buyer and Seller, and the controversy cannot be resolved, the Holder of the Earnest Money may take no action or may choose to file an Interpleader action. Interpleader is a legal proceeding whereby the Holder of the Earnest Money names Buyer and Seller as defendants and deposits the funds in question with an appropriate court. Once the funds have been disbursed by final determination of the court, the prevailing party and the Holder of the Earnest Money shall be entitled to request recovery of all court costs and reasonable attorneys' fees related to the dispute from the non-prevailing party. Parties to all Earnest Money disputes are urged to review RANM Form 2310, "Earnest Money Dispute Information Sheet," and to consult a licensed attorney to fully understand all their rights and remedies.
- 27. DEFAULT.** Time is of the essence. If any payment or any other condition hereof is not made, tendered or performed by either Seller or Buyer as required, then this Agreement may be terminated at the option of the party who is not in default. If the non-defaulting party elects to treat this Agreement as terminated, the non-defaulting party may elect to retain the Earnest Money and pursue any additional remedies allowable by law. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party will have all rights and remedies available under this Agreement. Buyer and Seller acknowledge and agree that Broker will not in any circumstances be responsible for any breach by either party to this Agreement. Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including Broker shall be entitled to an award of reasonable attorneys' fees and court costs.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**28. FAIR HOUSING.** Seller and Buyer understand that the Fair Housing Act and the New Mexico Human Rights Act prohibit discrimination in the sale or financing of housing on the basis of race, age, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, serious medical condition, national origin or ancestry.

**29. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which will together constitute one and the same instrument.

**30. GOVERNING LAW.** This Agreement will be interpreted in accordance with the laws of the State of New Mexico.

**31. SEVERABILITY.** If any portion of this agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement will remain in full force and effect.

**32. ENTIRE AGREEMENT.** The parties understand that this offer, if accepted in writing by Seller and delivered to Buyer, constitutes a legally binding contract. This Agreement together with the following addenda and any exhibits referred to in this Agreement contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the Property which are not expressly set forth herein. This Agreement may be modified or canceled only by a writing signed and dated by both parties.

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. _____ (5101)                       | <input type="checkbox"/> Occupancy Agreement – Buyer/Seller (2201/2202)    |
| <input type="checkbox"/> Buyer's Sale Contingency                        | <input type="checkbox"/> Real Estate Contract Addendum (2402)              |
| <input type="checkbox"/> Lead-Based Paint Addendum (5112)                | <input type="checkbox"/> Residential Resale Condominium Addendum (2302)    |
| <input checked="" type="checkbox"/> Other: <u>Addendum #1-NSP Letter</u> | <input checked="" type="checkbox"/> Other: <u>Exhibit #1-Tax Levy Form</u> |
| <input checked="" type="checkbox"/> Other: <u>Addendum #2</u>            | <input type="checkbox"/> Other: <u>Exhibit #2-MLS Doc.</u>                 |
| <input type="checkbox"/> Other: _____                                    | <input type="checkbox"/> Other: _____                                      |

**33. EXPIRATION OF OFFER.** This offer will expire unless acceptance is delivered in writing to Buyer or Buyer's Broker on or before May 7, 2010, at 5:00  am  pm Mountain Time. If not accepted, this offer can be withdrawn at any time before the expiration date.

**OFFER BY BUYER:**

Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.

|   |                         |                             |                  |
|---|-------------------------|-----------------------------|------------------|
| <u>[Signature]</u>                        | <u>04/26/2010</u>       | Offer Date                  | Time             |
| <u>[Signature]</u>                        | <u>04/26/2010</u>       | Offer Date                  | Time             |
| <u>City of Las Cruces, Terrence Moore</u> | Email Address           |                             |                  |
| <u>Buyer Names (Print)</u>                | <u>Las Cruces</u>       | <u>NM</u>                   | <u>88001</u>     |
| <u>Buyer Address</u>                      | City                    | State                       | Zip Code         |
| <u>Buyer Home Phone</u>                   | <u>Buyer Cell Phone</u> | <u>Buyer Business Phone</u> | <u>Buyer Fax</u> |

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**ACKNOWLEDGEMENT BY SELLER:**

With regard to Paragraph 14, FOREIGN SELLERS, Seller agrees to;

Execute an Affidavit of Non-Foreign Seller (RANM Form 2303), or  
 Provide written documentation from the IRS that withholding is not required.

If Seller does not provide the Affidavit of Non-Foreign Seller (if applicable) within the time-frame provided, Buyer, in his sole discretion, may choose to terminate this Agreement or to proceed to Settlement/Signing. If Buyer chooses to terminate, Earnest Money will be returned to Buyer. If Seller fails to provide either of the above documents prior to the Settlement/Signing date, Buyer may still proceed with the consummation of this Agreement and may in his sole discretion, instruct the Title Company closing this transaction to withhold ten percent (10%) of the amount realized from the sale of the Property to be remitted to the IRS on Buyer's behalf. Generally speaking, the "amount realized" is the sales/purchase price of the Real Estate.

By signature hereto, Seller hereby acknowledges Buyer's obligations under FIRPTA and in the event Seller fails to provide the necessary documentation as provided for in this Agreement authorizes the Title Company closing this transaction to withhold ten percent (10%) of the amount realized from the sale of the Property to be remitted to the IRS on Buyer's behalf.

Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.

Seller (select one):

- ACCEPTS this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.  
 REJECTS this Offer and submits a Counteroffer (RANM 5102).  
 SUBMITS an Invitation to Offer (RANM 5103).  
 REJECTS this Offer.

Seller Signature: EARLE C PENDLETON ESTATE Date: 5/1/10 Time: 12:15 PM Eastern  
 Seller Signature: [Signature] Date: 5/1/10 Time: 12:15 PM Eastern

Seller Names (Print): Don M Pendleton Executive of EARLE C PENDLETON ESTATE Email Address: [Email]  
 Seller Address: [Address] City: [City] State: [State] Zip Code: [Zip]  
 Seller Home Phone: 617 435 3466 Seller Cell Phone: \_\_\_\_\_ Seller Business Phone: \_\_\_\_\_ Seller Fax: \_\_\_\_\_

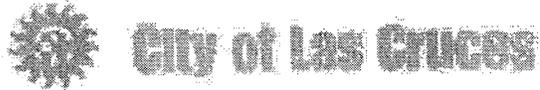
**BUYER'S BROKER**

International Realty Plus NM 1705 N. Valley Dr. Ste 1, Las Cruces, NM 88007 (575) 522-0487 (575) 524-4252  
 Buyer's Brokerage Firm Address Office Phone Fax  
 By (Print): J. Lance Swearingin Email Address: \_\_\_\_\_ Broker  is  is not a REALTOR®

**SELLER'S BROKER**

Steinborn GMAC Real Estate Address: \_\_\_\_\_ Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Seller's Brokerage Firm  
 By (Print): Renee Frank Email Address: \_\_\_\_\_ Broker  is  is not a REALTOR®

April 26, 2010  
L-10-173



Earle C. Pendleton  
Or  
Future Owner as a result of Probate Action  
914 S. Alamo St.  
Las Cruces, NM 88001

ADDENDUM #1 

Dear Mr. Pendleton:

The City of Las Cruces is interested in acquiring property you own at 914 S. Alamo St., Las Cruces 88001 for a proposed project which will receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) through the State of New Mexico, Local Government Division (LGD) under the Neighborhood Stabilization Program (NSP).

Please be advised that the City of Las Cruces possesses eminent domain authority to acquire property. However, in the event we cannot reach an amicable agreement for the voluntary purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of the proposed project and is not intended, planned, or in a designated project area where substantially all of the property within the area is to be acquired.

We are offering you \$105,000 to purchase your property (See attached formal offer). We believe this amount represents the Fair Market Value (FMV) of your property. FMV will be confirmed through a formal appraisal after an offer is negotiated or accepted. The FMV price must then be discounted by one percent (1%) from the formal appraisal price to meet the requirements of the NSP at Article IX.C, as amended, of the grant agreement from the State of New Mexico, Local Government Division, to the City of Las Cruces.

If you have any questions about this notice or the proposed project, please contact me at 575-528-3208 or David Dollahon at 575-528-3060 at Las Cruces City Hall, 700 N. Main Street, Las Cruces, 88001.

Sincerely,



Jerold Nachison, AICP  
Housing Development Coordinator



Seller's Initials

CC: Program/office files





REALTORS® ASSOCIATION OF NEW MEXICO  
ADDENDUM TO PURCHASE AGREEMENT - 2010  
ADDENDUM NO. 2

This Addendum is part of the  Residential  Commercial  Vacant Land  Farm and Ranch Purchase Agreement dated April 26, 2010 between City of Las Cruces, Terrence Moore ("Buyer") and \_\_\_\_\_ ("Seller") and relating to the following Property:

914 S. Alamo Las Cruces 88001  
Address City Zip Code

371 Grandview subdivision, Block 34, Lot 89  
Legal Description

or see mees & bounds description attached as Exhibit Dona Ana County, New Mexico.

Buyer and Seller agree as follows:

1. Settlement/Signing Date shall be on or before 59 days from acceptance of the agreement.
2. The buyer has 21 working days Due Diligence to receive bids and reach a conclusion on feasibility of purchase of property.
3. The Funding Date shall be on or before 60 days from acceptance of agreement.

The Purchase Agreement referred to above is incorporated by reference into this Addendum.

|        |                                   |                |                         |
|--------|-----------------------------------|----------------|-------------------------|
| Buyer  | <u>City of Las Cruces</u>         | Date           | Time                    |
| Buyer  | <u>Terrence Moore</u>             | <u>4/27/10</u> |                         |
| Seller | <u>EARL C PENNINGTON ESTATE</u>   | <u>5/7/10</u>  | <u>12:15 PM EASTERN</u> |
| Seller | <u>Earl C Pennington Executor</u> | <u>5/7/10</u>  | <u>12:15 PM EASTERN</u> |

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

JUL-09-2009 09:14  
JUL-07-2009(TUE) 16:29

DAC Assessors  
Frank

Exhibit #1

15055255538  
(714) 15 150230824

P.002  
P.002/000



Steinborn  
GMAC  
Real Estate

Steinborn GMAC Real Estate  
141 N. Roadrunner Pkwy. Ste. 141  
Las Cruces, NM 88011



REALTORS® ASSOCIATION OF NEW MEXICO  
COUNTY ASSESSOR'S PROPERTY TAX LEVY  
REQUEST AND CERTIFICATE - 2009

Steinborn GMAC Mesilla Office, Listing Broker, on behalf of  
Earle C. Pendleton, Seller  
requests that the Renee Renee County Tax Assessor furnish the following information for the list price of  
\$ 125,000 in accordance with the New Mexico Estimated Property Tax Levy Disclosure with respect to the  
following property:

Property Address 914 S. Alamo Street, Las Cruces, NM 88001  
Parcel ID 03-10140  
Legal Description 371 - Grandview Subdivision, Block 34, Lot 6 B

New Mexico law requires that upon request, a County Assessor must furnish in writing an Estimated Property Tax Levy with respect to a residential Property in the County, calculated at a Property value specified by the requestor. The County Assessor must comply with the request by the close of business of the business day following the day the request is received. A County may satisfy this obligation through an internet site or other automated format that allows a user to print the requested Estimated Property Tax Levy.

REQUESTED BY SELLER:

Seller Earle C. Pendleton Date 7/7/09 Time 4:25 PM  
Broker Renee Renee Date \_\_\_\_\_ Time \_\_\_\_\_

PLEASE RETURN VIA FAX TO THE ABOVE BROKER AT: (575) 523-2852  
Or via email to: ReneeRenee@frank.com

PROPERTY TAX LEVY CERTIFICATE  
(To be completed by the County Assessor's Office)

The following items are required to be provided by the County Assessor: AS  
Actual amount of Property tax levied for the current calendar year: \$ 691.39 (or if not available) the amount of  
Property tax levied for the prior calendar year: \$ 100% exempt disabled return

The ESTIMATED Property Tax Levy for the year following the current tax year based upon the above list price:  
\$ 1,124.33

The Estimated Property Tax Levy is calculated using the stated price and estimates of the applicable tax rates. The County Assessor is required by law to value the Property at its "current and correct" value, which may differ from the listed price. Further, the estimated tax rate may be higher or lower than those that will actually be imposed. Accordingly, the actual tax levy may be higher or lower than the estimated amount. New Mexico law requires your real estate broker or agent to provide you an Estimated Property Tax Levy on the Property you have submitted or intended to submit an Offer to Purchase. All real estate brokers and agents who have complied with these disclosure requirements shall be immune from suit and liability from suit relating to the Estimated Property Tax Levy.

AS Date 7/8/09 Time 9:01 am  
County Tax Assessor Representative

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, its real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

RANM Form 3225 (2009) Page 1 of 1

©2009 REALTORS® Association of New Mexico

Steinborn GMAC Real Estate 141 Roadrunner Parkway Ste 141 Las Cruces, NM 88011  
Phone: (575) 523-2850 Fax: (575) 523-2852 Renee Renee

Produced with ZipForm® by zipLogix 15070 Finner Mile Road, Farmar, Michigan 48028 www.ziplogix.com

914 S Alamo





REALTORS® ASSOCIATION OF NEW MEXICO  
CERTIFICATION OF DELIVERY AND ACKNOWLEDGMENT  
OF RECEIPT OF ESTIMATED PROPERTY TAX LEVY - 2010

TAX YEAR 2009

Buyer(s) City of Las Cruces, Terrence Moore

Seller(s) \_\_\_\_\_

Property Address 914 S. Alamo, Las Cruces, NM 88001

Parcel ID 02-10140

COUNTY ASSESSOR'S ESTIMATED PROPERTY TAX LEVY IS ATTACHED.

I, Seller's Broker, provided a copy of the Assessor's response to my request for the Estimated Property Tax Levy on the above-identified Property to  Buyer  Buyer's Broker on this \_\_\_\_\_ day of \_\_\_\_\_.

Seller's Broker Renee Frank Date \_\_\_\_\_

I, Buyer's Broker, do hereby acknowledge that I received an Estimated Property Tax Levy on the above referenced Property from  Seller  Seller's Broker on the 26th day of April, 2010 and that I provided the same to Buyer on the 26th day of April, 2010.

Buyer's Broker J. Lance Swarengin Date \_\_\_\_\_

I, Buyer, hereby acknowledge receipt of the Estimated Property Tax Levy provided to me by  Buyer's Broker  Seller's Broker on this 26th day of April, 2010.

 Buyer(s) City of Las Cruces, Terrence Moore Date 4/29/10

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

Exhibit #2

| ALL FIELDS DETAIL |                      |                  |      |
|-------------------|----------------------|------------------|------|
| MLS #             | 808203               | # Bedrooms       | 2    |
| Status            | Temporary off Market | # Baths          | 2    |
| Type              | House                | # Fireplaces     | 1    |
| Address           | 914 S ALAMO STREET   | Year Built       | 1984 |
| Address 2         |                      | Garage Capacity  | 2    |
| City              | LAS CRUCES           | Carport Capacity | 0    |
| State             | NM                   |                  |      |
| Zip               | 88001                |                  |      |
| Area              | Valley View          |                  |      |
| Class             | RESIDENTIAL          |                  |      |
| Asking Price      | \$121,900            |                  |      |
| Sale/Rent         | For Sale             |                  |      |
| IDX Include       | Yes                  |                  |      |
|                   | Virtual Tour         |                  |      |

| GENERAL               |   |                           |   |
|-----------------------|---|---------------------------|---|
| County                | Dona Ana                                    | New Vs. Resale            | Resale  |
| Agent                 | RENEE FRANK - cell: (575) 496-7727          | Listing Office 1          | Steinborn GMAC Real Estate - main: (575) 522-3698 |
| Listing Agent 2       |   | Listing Office 2          |   |
| Entry Only Listing    | No  | Limited Service Listing   | No  |
| Code                  | 2.7   | Listing Date              | 6/5/2009  |
| Expiration Date       | 4/30/2010                                   | Owner                     | Pendleton   |
| Phone Number          |   | Phone Type                |   |
| Subdivision           | Grandview                                   | Type of Structure         | Site Built Home                                   |
| Style                 | Contemporary                                | How to Show               | Vac/LB  |
| Alarm Activated       | No  | SQFT Source               | Public Records                                    |
| Appx House Sq Footage | 1270  | Bedroom Size              |   |
| Kitchen Size          |   | Living Room Size          |   |
| Dining Room Size      |   | Family Room Size          |   |
| Age                   | 21 years or more                            | Garage Type               | Attached  |
| Carport Type          | None  | Lot Size                  | 0 to .24 AC                                       |
| Actual Lot Size       | 6500  | Actual Lot Size Source    | Public Records                                    |
| Impact Fees           | No  | Parcel ID                 | 02-10140  |
| Add Parcel ID         |   | Associated Document Count | 1   |
| Legal                 | 371 Grandview subdivision, Block 34, Lot 89 | Landscaping               |   |
| Association/Condo Fee | No  | Earnest Money Payable To  |   |
| 3rd Party Approval    | No  | Short Sale                | No  |
| Automated Valuation   | Yes   | Blotting                  | Yes   |
| Court Approval        | No  | Builder                   |   |
| Cumulative DOM        | 325   | Cumulative DOMLS          | 325   |
| Search By Map         |   | Tax ID                    |   |
| Update Date           | 4/5/2010                                    | Status Date               | 4/5/2010  |
| HotSheet Date         | 4/5/2010                                    | Price Date                | 11/12/2009  |
| Input Date            | 6/5/2009 2:45:00 PM                         | Off Market Date           |   |
| Original Price        | \$125,000                                   | Contingency Remarks       |   |
| Bank Owned            | No  | Days On Market            | 325   |
| Price/Apx SQFT        | \$95.98                                     | Days On MLS               | 325   |

| FEATURES             |                          |                     |                            |
|----------------------|--------------------------|---------------------|----------------------------|
| <b>FENCE</b>         | <b>DOCUMENTS ON FILE</b> | <b>WATER HEATER</b> | <b>FLOORING/FOUNDATION</b> |
| Block                | Other-See Remarks        | Gas                 | Concrete Slab              |
| <b>POSSESSION</b>    | <b>INTERIOR FEATURES</b> | <b>UTILITIES</b>    | <b>CONSTRUCTION</b>        |
| Closing              | Alarm System             | City Gas            | Frame                      |
| <b>LIVING ROOM</b>   | <b>HEATING</b>           | City Sewer          | Stucco                     |
| Ceiling Fan          | Forced Air               | Telephone           |                            |
| Cth/Vaulted Ceilings | Gas                      | El Paso Electric    |                            |
| Other-See Remarks    | <b>COOLING</b>           |                     |                            |
|                      | Evaporative Central      |                     |                            |

| SOLD STATUS         |                     |
|---------------------|---------------------|
| How Sold            | Buyer Profile       |
| Buyer From Location | Contract Date       |
| Closing Date        | Sold Price          |
| Selling Agent 1     | Selling Office 1    |
| MLS #: 808203       | 04/26/2010 01:17 PM |

**SOLD STATUS**

Selling Agent 2

Selling Office 2

Sale Concessions

**DIRECTIONS**

From Solano, west on Arizona to Alamo Street

**PUBLIC INFO**

This cute and spacious 2 bedroom, 2 bath home has character and lots of potential. Nice open floor plan and generous sized bedrooms give it a good feel. You'll be delighted with little extra touches including plantation shutters on the living room and dining room windows and cute country cabinets. Other amenities include alarm system, nice-sized laundry room, and garden shed in the yard. This home is clean, light and bright and shows beautifully. Centrally located in town, this home is perfect for first time home buyers, investors.

**DISCLAIMER**

This information was extracted from copyrighted compilations. It is believed reliable but not guaranteed. This data shall not be altered, reproduced, redistributed, sold, or otherwise copied without expressed written consent of MLIS or Listing Broker.





**REALTORS® ASSOCIATION OF NEW MEXICO  
FIRPTA – BUYER CERTIFICATION – 2010**

The undersigned Buyer of the Property located at:

914 S. Alamo Las Cruces NM 88001  
Address City State Zip Code

represents that they have been provided the Foreign Investment in Real Property Tax Act (FIRPTA) Information Sheet, RANM Form 2304 by their Broker.

In accordance with the Act, if Buyer is purchasing the Property as their primary residence AND the purchase price is \$300,000 or less, the purchase transaction is exempt from withholding under FIRPTA\*.

**THE BUYER CERTIFIES THE FOLLOWING:**

1. The amount of the Sales Price is \$300,000 or less;

**AND**

2. Buyer certifies that Buyer is acquiring said Property for use as their primary residence.

If Buyer is not going to use the Property as their primary residence, Buyer agrees to "deliver", as defined in the Purchase Agreement, written notice to Buyer's Broker.

Dated this 26th day of April, 2010

  
Buyer Signature

City of Las Cruces, Terrence Moore  
Buyer Name

\* See RANM Form 2304: "EXEMPTIONS TO WITHHOLDING UNDER FIRPTA" for other exemptions.

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

RANM Form 2303B (2010) Page 1 of 1

©2010 REALTORS® Association of New Mexico

International Realty Plus New Mexico 1705 N Valley Dr. Ste. 1 Las Cruces, NM 88007  
Phone: 575-650-0995 Fax: 575-524-4252 Lance Swarengin

Produced with ZipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

914 S. Alamo





REALTORS® ASSOCIATION OF NEW MEXICO  
COUNTEROFFER NO. 1 - 2010

This Counteroffer is made a part of the  Residential  Commercial  Vacant Land  Farm and Ranch Purchase Agreement dated May 21, 2010 between City of Las Cruces, Terrence Moore - City Manager ("Buyer") and Lorenzo Fierro, Laura Fierro ("Seller") and relating to the purchase of the following Property:

2559 Benz Drive Las Cruces 88005  
Address City Zip Code

Lot 2 Block 5 Country Club Heights Unit #4  
Legal Description

or see metes and bounds description attached as Exhibit         , Dona Ana County, New Mexico.

Counteroffers that are not expressly listed here are not incorporated into the Purchase Agreement.  
Counteroffers          are incorporated by reference into the Purchase Agreement of the parties, except as expressly modified by this Counteroffer.

Buyer and Seller accept the Purchase Agreement, subject to the following changes:

1. Price to be \$142,000
2. Seller has attached revised/corrected Exhibit #3-MLS Doc

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees, from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

REALTORS® ASSOCIATION OF NEW MEXICO  
COUNTEROFFER NO. 1 - 2010

All other terms and conditions of the Purchase Agreement remain the same.

This offer will expire unless acceptance is delivered in writing to  Buyer or Buyer's Broker or  Seller or Seller's Broker on or before May 28, 2010 at 5:00  am  pm Mountain Time.  
If not accepted, this offer can be withdrawn at any time before the expiration date.

It is recommended that the receiving party not sign this Counteroffer if making a subsequent Counteroffer. However, it is recommended the pages be initialed.

BUYER

Buyer [Signature] City of Las Cruces Date \_\_\_\_\_ Time \_\_\_\_\_  
Buyer Terrence Moore - City Manager 5/26/10 3:30 pm  
Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER

Seller [Signature] Lorenzo Fierro 5/24/10 3:20 p.m.  
Date \_\_\_\_\_ Time \_\_\_\_\_  
Seller [Signature] Laura Fierro 5/27/10 8:30 pm  
Date \_\_\_\_\_ Time \_\_\_\_\_



**COPY**

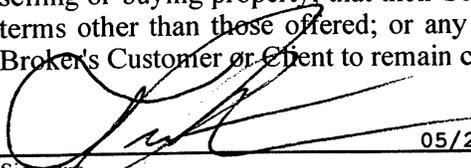


**REALTORS® ASSOCIATION OF NEW MEXICO  
BROKER DUTIES - 2010**

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following brokerage relationships are available in the State of New Mexico: (1) transaction broker, (2) exclusive agency, and (3) dual agency (see RANM Form 1401, p. 2).

Prior to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Associate Broker or Qualifying Broker shall disclose in writing to their prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers:

- (A) Honesty and reasonable care as set forth in the provisions of this section;
  - (B) Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and other applicable local, state, and federal laws and regulations;
  - (C) Performance of any and all oral or written agreements made with the Customer or Client;
  - (D) Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including (1) Presentation of all offers or counter-offers in a timely manner, and (2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;
- If the Broker in a transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2), the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose such agreement in writing to the other Brokers involved in the Transaction;
- (E) Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Associate Broker's or Qualifying Broker's knowledge or expertise and that the Associate Broker or Qualifying Broker will suggest that the Customer or Client seek expert advice on these matters;
  - (F) Prompt accounting for all monies or property received by the Broker;
  - (G) Prior to the time the Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, written disclosure of (1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction; and or (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; (3) other Brokerage Relationship options available in New Mexico;
  - (H) Disclosure of any adverse material facts actually known by the Associate Broker or Qualifying Broker about the Property or the Transaction, or about the financial ability of the parties to the Transaction to complete the Transaction. Adverse material facts do not include data from a sex offender registry or the existence of group homes;
  - (I) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
  - (J) Unless otherwise authorized in writing, an Associate Broker or Qualifying Broker shall not disclose to their Customer or Client during the transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Buyer Client or Customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller Client or Customer or their Buyer Client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Associate Broker's or Qualifying Broker's Customer or Client to remain confidential, unless disclosure is required by law.

  
 \_\_\_\_\_  
 Signature Date Time  
 City of Las Cruces  
 RANM Form 1401 (2010) Page 1 of 2

\_\_\_\_\_  
 Signature Date Time  
 By Terrence Moore-City Manager

©2007 REALTORS® Association of New Mexico

**REALTORS® ASSOCIATION OF NEW MEXICO  
BROKER DUTIES - 2010**

Effective January 1, 2007, the New Mexico Real Estate Commission requires the disclosure of the following brokerage relationships (as quoted from 16.61.19.9 NMAC, 1-1-2004):

**16.61.19.9 BROKERAGE RELATIONSHIPS:** Brokerages working with consumers either as customers or clients may do so through a variety of brokerage relationships. These relationships include but are not limited to an exclusive agency relationship, a dual agency relationship, or a transaction broker relationship. For all regulated real estate transactions, a buyer, seller, landlord or tenant may enter into an express written agreement to become a client of a brokerage without creating an agency relationship, and no agency duties will be imposed.

A. Exclusive agency: an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction. Such agreements include buyer agency, seller agency, designated agency, and subagency agreements.

B. Dual agency: an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to the transaction.

C. Transaction Broker: The non-fiduciary relationship created by Broker: 61.29.2A14 NMSA 1978, wherein a brokerage provides real estate services without entering into an agency relationship.





**REALTORS® ASSOCIATION OF NEW MEXICO  
INFORMATION SHEET - EARNEST MONEY DISPUTE – 2010**

**UNLESS ACTING ON THEIR OWN BEHALF, BROKERS ARE NOT A PARTY TO A REAL ESTATE TRANSACTION AND MAY NOT REPRESENT EITHER THE BUYER OR THE SELLER TO SETTLE ANY EARNEST MONEY DISPUTE. PARTIES TO ALL EARNEST MONEY DISPUTES ARE URGED TO CONSULT A LICENSED ATTORNEY TO FULLY UNDERSTAND THEIR RIGHTS AND REMEDIES.**

1. Unless otherwise specified, earnest money is funds in the form of cash, wire transfer, check or other negotiable security instrument that is placed in the custody of a Broker or a title company authorized to do business in New Mexico and is deposited into their respective trust account. Earnest money is evidence of the Buyer's good faith intentions to complete a real estate transaction and shall be held by the holder of the funds as a credit to the Buyer until the conclusion of the transaction.
2. In the event of any controversy that may arise regarding the distribution of the earnest money the holder of the earnest money shall not be required to take any action or distribute the earnest money unless the Buyer and the Seller have a written agreement detailing the disbursement of the funds.
3. If Buyer and Seller have signed an agreement to mediate, they have agreed to make a good faith effort to resolve their dispute. Mediation is a process in which one or more neutral third party mediators, who are skilled in negotiating, assist disputing parties to reach an agreement. In agreeing to mediate both parties retain the right to pursue other legal remedies. If you cannot reach an agreement, you are free to arbitrate or litigate the dispute as if the mediation never took place.
4. Both Buyer and Seller, in the interest of time and expense, may agree to submit to arbitration and to jointly share the cost of such arbitration. Both parties acknowledge and agree that the results of arbitration are legally binding to both parties. The results are final and may not be appealed to another jurisdiction.
5. In the event of a controversy, the holder of the earnest money may choose to take no action, or may choose to file an interpleader action. Interpleader is a legal proceeding whereby the holder of the earnest money names the Buyer and the Seller as defendants and deposits the funds in question with an appropriate court. The court holds the funds and distributes the funds only after a legal determination is made by the court. The prevailing party and the holder of the earnest money are entitled to request recovery of all courts costs and reasonable attorneys' fees related to the dispute from the non-prevailing party.
6. Either Buyer or Seller may submit a claim to an appropriate court. In addition to the final judgment, the prevailing party in any such litigation is entitled to request recovery of all court costs and reasonable attorneys' fees from the non-prevailing party.



# REALTORS® ASSOCIATION OF NEW MEXICO INFORMATION SHEET - MOLD – 2010

*This form is neither a disclosure nor a warranty concerning any specific property.*

Mold is everywhere. It is a natural part of the Earth's environment.

Many types of mold can cause reactions in people, varying from mild allergic reactions (runny nose, itchy eyes) all the way to critical and life threatening conditions, such as brain damage, hemorrhaging and cancer. The way in which people react to exposure to mold depends on a number of factors, including their age, genetic make-up and overall health or physical condition. Even the same individual may react differently to similar exposures under different conditions. Not all molds are "toxic" (or poisonous). Indeed, only a few species of mold are toxic, the most notorious being Stachybotrys. These molds are known to produce "mycotoxins" under certain conditions. ("Myco" means "mold," and "toxin" means "poison.") Exposure to mycotoxins may cause a more serious health reaction.

When conditions are right for mold spores to germinate, a mold infestation may develop in a home. Once mold becomes a problem, it often spreads rapidly. At this point, it can cause serious medical consequences to people who are exposed to it as well as structural damage to the property.

Mold needs certain things to develop into a mold infestation: water, food and time. The "food" most likely to be involved in a mold infestations is cellulose-based building materials, including, but not limited to, wallboard, sheetrock, ceiling tile, carpet and other similar items. When these building materials are exposed to water, especially if they are saturated, a mold infestations may result, and may begin as little as 24 hours after exposure of the mold to a source of food and moisture.

A Buyer inspecting a property for purchase should look for any signs of water damage, which can be an indication of a possible mold infestation. The Buyer should be aware that some areas of water damage may be hidden, such as in the ceiling of a wall. These areas are difficult or impossible to locate with even the most prudent and thorough inspections. If there are such hidden areas of water damage, a mold infestation problem may be hidden in a property and not readily detectable.

Inspections done by most general house inspectors include reporting visible signs of leaks and moisture, not the presence of mold or mold spores. Real estate Brokers and their agents are not qualified to recognize, identify or advise on the subject of molds. Sellers have an obligation to disclose known problems with their property. Inspectors inspect only within the terms of their contract, which may not include a mold inspection. Licensed real estate Brokers must disclose adverse material facts actually known by them.

A mold infestation may be present that has not been discovered by and is not known by any of these people.

If a Buyer has additional concerns about mold and toxic mold, the Broker involved in this transaction recommends that the Buyer research this issue personally, and consult with an environmental professional for additional advice and recommendations, and testing, if appropriate.

|       |   |                           |                |      |
|-------|---|---------------------------|----------------|------|
|       |   | <b>City of Las Cruces</b> |                |      |
| Buyer |  |                           | Date           | Time |
| Buyer | <b>By Terrence Moore-City Manager</b>   |                           | <b>5/24/10</b> |      |
|       |   |                           | Date           | Time |

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



## REALTORS® ASSOCIATION OF NEW MEXICO MEDIATION INFORMATION FOR CLIENTS AND CUSTOMERS - 2010

» **What is Mediation?** Mediation is a process in which one or more neutral third party mediators, who are skilled in negotiating, assist disputing parties to reach an agreement. Mediators do not render a win/lose decision as a judge or an arbitrator. Rather, mediators help you to arrive at a solution that all parties can accept. When everyone has agreed on a solution, all parties sign a written agreement; then the parties are legally bound to abide by its terms.

» **What Are the Benefits of Mediation?** Mediation can help reduce tension between parties and enable you to preserve a viable, working relationship. In mediation, you retain control over the outcome of the dispute. You decide your own priorities, and on which items you may be willing to compromise in order to achieve your most important goals. The other parties can do the same prioritizing; everyone can come out ahead. In arbitration or litigation, a third party will make the decision for you. Someone will win and someone will lose.

» **Do I Have to Mediate?** If you have signed an agreement to mediate, you have agreed to make a good faith effort to resolve your dispute. However, in agreeing to mediate both parties also retain the right to pursue other legal remedies. If you cannot reach an agreement, you are free to arbitrate or litigate the dispute as if the mediation never took place.

» **Is Mediation Confidential?** Mediation sessions are private. Because successful mediation requires open communications, all written and oral communications will be treated as privileged. The parties agree not to admit evidence of settlement discussions in court proceedings or to call the mediator as a witness. The mediator will not disclose anything discussed in mediation to anyone except the parties without their consent unless required to do so by law.

» **Do I Need An Attorney?** Mediation does not require the assistance of an attorney, but mediators welcome the assistance of the parties' lawyers when needed to explain to their clients their legal rights and obligations, and the effect of any proposed agreement.

» **How Long Does Mediation Take?** Mediation is faster than litigation. Most mediation sessions can be completed in a day or less. A lawsuit can take anywhere from several months to several years to be decided.

» **Is Mediation Expensive?** Mediation is considerably less expensive than litigation, and the cost is usually shared by the parties equally.

» **Where Do I Find a Mediator?** Most communities have professional mediators who will provide this service for a fee. Consult your local telephone directory yellow pages for a listing of mediation services.

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

# CAUTION

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 07/31/2009)

## For Your Protection: Get a Home Inspection

### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### Be an Informed Buyer

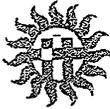
It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



# CAUTION



# City of Las Cruces

## CERTIFICATE OF OCCUPANCY

Date: 09/30/99

This Certificate of Occupancy authorizes the building or structure located at: **2559 BENZ DRIVE** for use as **RESIDENTIAL NEW**. The above described property located on Lot 2 in Block 5 of the **COUNTRY HEIGHTS #4** Subdivision to the City of Las Cruces, New Mexico, having been duly inspected and found to comply with all the Building Code requirements and Zoning Ordinances pertaining thereto, I do hereby approve and issue this Certificate of Occupancy with the following exceptions:

\_\_\_\_\_  
\_\_\_\_\_

**NOTICE:**

1. No change is to be made in any building or premises which is inconsistent with this Certificate of Occupancy.
2. Additions or structural alterations to non-conforming buildings are prohibited.

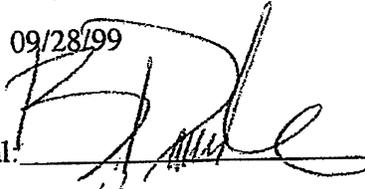
Building Permit No: 99-02050RB1

Contractor's State License No: 52216

Contractor and/or Permittee:  
**FIERRO ENTERPRISES**  
4194 EGYPTIAN  
LAS CRUCES, NM 88005

Inspection Date: 09/28/99

By:   
MARK A. TORRES, C.B.I.

Building Official: 

Fire Inspector: N/A

Landscape Architect: N/A



**COPY**



**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010  
PART I – BROKER DUTIES**

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following brokerage relationships are available in the State of New Mexico: (1) transaction broker, (2) exclusive agency, and (3) dual agency (see RANM Form 1401, p. 2).

Prior to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Associate Broker or Qualifying Broker shall disclose in writing to their prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers:

- (A) Honesty and reasonable care as set forth in the provisions of this section;
  - (B) Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and other applicable local, state, and federal laws and regulations;
  - (C) Performance of any and all oral or written agreements made with the Customer or Client;
  - (D) Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including (1) Presentation of all offers or counter-offers in a timely manner, and (2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;
- If the Broker in a transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2), the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose such agreement in writing to the other Brokers involved in the Transaction;
- (E) Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Associate Broker's or Qualifying Broker's knowledge or expertise and that the Associate Broker or Qualifying Broker will suggest that the Customer or Client seek expert advice on these matters;
  - (F) Prompt accounting for all monies or property received by the Broker;
  - (G) Prior to the time the Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, written disclosure of (1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction; and or (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; (3) other Brokerage Relationship options available in New Mexico;
  - (H) Disclosure of any adverse material facts actually known by the Associate Broker or Qualifying Broker about the Property or the Transaction, or about the financial ability of the parties to the Transaction to complete the Transaction. Adverse material facts do not include data from a sex offender registry or the existence of group homes;
  - (I) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
  - (J) Unless otherwise authorized in writing, an Associate Broker or Qualifying Broker shall not disclose to their Customer or Client during the transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Buyer Client or Customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller Client or Customer or their Buyer Client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Associate Broker's or Qualifying Broker's Customer or Client to remain confidential, unless disclosure is required by law.





REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT - RESIDENTIAL RESALE - 2010

OFFER DATE: May 21, 2010

1. PARTIES. City of Las Cruces, By Terrence Moore-City Manager
("Buyer") agrees to buy from Seller and Lorenzo L Fierro, Laura Fierro
("Seller") agrees to sell and convey to Buyer the Property described in paragraph 4 with a
Settlement/Signing Date of See Addendum #2 (described in paragraph 5 below).

2. PURCHASE PRICE. \$ 138,000.00
A. APPROXIMATE CASH DOWN PAYMENT \$
(Including Earnest Money referred to in paragraph 3)
B. AMOUNT OF THE LOAN(S) described in paragraph 7 below. \$

3. EARNEST MONEY. Buyer will deliver \$ 1,000.00
Earnest Money in the form of [X] check [ ] cash [ ] note dated , to be escrowed upon
mutual acceptance of this Agreement by Buyer and Seller with Southwestern Abstract and Title Co ,
in accordance with New Mexico law. Earnest Money will be applied to Purchase Price and/or closing costs upon Funding
Date.

4. PROPERTY.
A. 2559 Benz St Las Cruces NM 88005
Address City State/Zip Code

Legal Description Lot 2, Block 5, 3176-Country Club Heights Unit #4
or see metes and bounds or other legal description attached as Exhibit , Dona Ana
County, New Mexico. If the legal description of the Property is not complete or is inaccurate, this Agreement will not be
invalid and the legal description will be completed or corrected to meet the requirements of the title company which will
issue the title policy.

B. TYPE: [X] site built [ ] manufactured housing [ ] modular [ ] off site built [ ] other:
(See RANM Form 2305 for further information.)

C. Description or explanation of any known mineral or water rights appurtenant to the Property and whether they will
be included in the sale: If water or
mineral rights are identified as being included in the sale of the Property, Buyer is advised to seek expert and legal advice
and assistance to ensure that those rights are properly transferred at closing.

D. The Property will include the following, if existing on the Property, unless excluded below, free of liens: smoke,
fire, security and water conditioning systems (if owned by Seller); heating, ventilating and air conditioning systems,
landscaping; sprinklers/irrigation equipment; storm windows and doors, screens, window coverings and rods; TV
antennas, satellite dishes and receiver with access card (if owned by Seller and if transferable); light fixtures; ceiling
fans; range; oven; dishwasher; garbage disposal; attached mirrors; attached floor coverings; awnings; mailboxes; fireplace
grate and screen; garage door openers and controls; pool and spa equipment; and outdoor plants and trees (other than in
movable containers). The following additional existing personal property, if checked, shall remain with the property:

- [ ] Refrigerator [ ] Decorative mirrors above bath vanities
[ ] Microwave [ ] Built-in/attached speakers and sub woofers
[ ] Washer [ ] TV
[ ] Dryer [ ] Audio components
[X] Other All Appliances to Convey [ ] Other

The above additional existing personal property included shall not be considered part of the premises and shall be
transferred with no monetary value, and free and clear of all liens and encumbrances.

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages
resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers,
their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or
consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership
mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict
Code of Ethics.

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

E. The following items are excluded from the sale: \_\_\_\_\_

**5. CLOSING.** "Closing" is defined as a series of events by which Buyer and Seller satisfy all of their obligations in the Agreement. Closing is not completed until all parties have completed all requirements as stated below, as well as completing all other obligations under this Agreement. If either party elects to extend either of the following dates, they must do so in a writing signed by both parties. No extension is binding unless agreed to in writing by both parties. The parties further acknowledge that Seller will not receive the proceeds of sale until all the events stated under "Funding Date" have been completed.

**A. Settlement/Signing date:** See Addendum #2 (as described in paragraph 1)

1. Buyer and Seller agree to sign and deliver to the responsible closing officer all documents required to complete the transaction and to perform all other closing obligations of this Agreement on or before the above date.
2. Buyer and Seller agree to provide for the delivery of all required funds, exclusive of Lender funds, if any, using wired, certified or other "ready" funds acceptable to the closing officer, on or before the above date.

**B. Funding Date** (Completion of Closing): on or before See Addendum #2. The Funding Date is the date that the closing officer has funds available to disburse to all parties after recording all documents required to complete the transaction.

1. It is Buyer's responsibility to ensure that Buyer's lender, if any, makes available to the closing officer, wired certified or other "ready" funds with written instructions to disburse funds, on or before the Funding Date as set forth above.
2. Buyer and Seller acknowledge that possession of the Property will be in accordance with the terms of paragraph 6 below.

**Unless otherwise agreed to in writing, failure to perform any of the above items by either party shall constitute a default under this Agreement.**

**6. POSSESSION.**

**A.** Buyer and Seller agree that Seller will give possession of the Property to Buyer upon:

1. "Funding Date" as set forth above at 5:00 p.m.; or,
2. Other: \_\_\_\_\_

**B.** If possession date is other than "Funding Date" as set forth above, then Buyer and Seller shall execute a separate written Occupancy Agreement. (See RANM Forms 2201 and 2202)

**7. FINANCED OR CASH PURCHASE.**

**A. LOANS.** This Agreement is contingent upon Buyer's ability to obtain a loan in the amount stated above in paragraph 2B of the following type:  Conventional  FHA  VA  Deed of Trust  Other: \_\_\_\_\_

1.  Buyer has made written application for a loan, or  agrees to make written application for a loan no later than \_\_\_\_\_ days after the Date of Acceptance ("Loan Application Period"). Buyer agrees to provide Seller with a letter of Preliminary Loan Approval from a lender no later than \_\_\_\_\_ days after the Date of Acceptance ("Financing Approval Period").

2. Preliminary Loan Approval must stipulate that: (1) a loan application has been made; (2) a credit report has been obtained and reviewed by a lender; (3) a preliminary loan commitment has been secured from the same lender; (4) financing equal to the loan amount provided in paragraph 2B is available to complete the transaction with no contingencies except those provided for in this Agreement.

3. If there are changes to the loan, loan program, financing terms, or a change in lender at any time after the Financing Approval Period which adversely affect Buyer's ability to obtain a loan, increase Seller's costs or delay Closing, Buyer shall have the obligation to notify Seller in writing within 2 days of such occurrence. In that event, within 5 days of receipt of Buyer's notification, Seller may notify Buyer in writing of: (1) Seller's approval of such changes, or (2) Seller's decision to terminate the Agreement. If Seller does not notify Buyer within the 5 day period provided, Seller will be deemed to have waived Seller's right to terminate and shall proceed to Closing.

4. If Buyer cannot obtain Preliminary Loan Approval within the Financing Approval Period, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer unless the parties agree in writing to an extension.

5. Buyer further agrees to provide Seller with written notification of Final Loan Approval from Buyer's lender with all loan contingencies removed \_\_\_\_\_ days before the Settlement/Signing Date ("Final Loan Approval"). In the event of a written rejection by the lender prior to Final Loan Approval, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**B. SELLER FINANCING:** The approximate balance of \$ \_\_\_\_\_ shall be financed by Seller and shall be secured by:  Real Estate Contract  Mortgage  Deed of Trust. Terms and conditions of the above instrument shall be attached as Addendum \_\_\_\_\_. If RANM Real Estate Contract (RANM Form 2401) is selected, a completed Addendum to Purchase Agreement - Real Estate Contract (RANM Form 2402) shall be attached.

Buyer shall provide Seller with:  a current and complete financial statement and/or  a current credit report no later than \_\_\_\_\_ days after the Date of this Agreement. Seller shall have the right to object to either of these documents within \_\_\_\_\_ days after receipt from Buyer (Financial Review Period). If Seller does not approve Buyer's qualifications during the Financial Review Period, Seller has the option to terminate this Agreement and Earnest Money shall be refunded to Buyer. If Seller does not object in writing to Buyer's qualifications within the Financial Review Period, Seller will be deemed to have waived Seller's right to object to Buyer's qualifications. Seller may not unreasonably withhold approval.

**C. CASH PURCHASE:** Buyer agrees to purchase the subject property for cash. No later than 59 days after the Date of Acceptance, Buyer agrees to provide Seller with verification of funds and proof satisfactory to Seller that Buyer has in Buyer's possession or control, the funds necessary to complete the transaction. This Agreement shall terminate in the event of failure of Buyer to provide timely proof of funds and Earnest Money  shall  shall not be refunded to Buyer.

**D. CONTINGENT SALE:** This Agreement is contingent on the future Closing of Buyer's property. Buyer's Sale Contingency – RANM Form 2503  is  is not attached.

**8. APPRAISAL**

**A. CONVENTIONAL OR OTHER NON-FHA/VA LOAN:** (describe): \_\_\_\_\_  
It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete the purchase of the Property or incur any penalty for forfeiture of Earnest Money if the Purchase Price exceeds the current estimated market value ("Appraisal") as established by a real estate appraiser approved by the lender.

**B. FHA:** It is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the Buyer has been given, in accordance with HUD/FHA or VA requirement, a written statement by the Federal Housing Commissioner or a Direct Endorsement Lender setting forth the appraised value of the property, or a VA Certificate of Reasonable Value (excluding closing costs) of not less than \$ \_\_\_\_\_ (Purchase Price). The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. Buyer should satisfy himself that the price and condition of the property are acceptable.

**C. VA:** It is expressly agreed that, notwithstanding any other provisions of this contract, Buyer shall not incur any penalty by forfeiture of Earnest Money or otherwise be obligated to complete the purchase of the real estate described herein, if the contract Purchase Price or cost exceeds the reasonable value of the real estate established by the Veterans Administration.

**D. CASH OR SELLER FINANCED:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete the purchase of the Property or incur any penalty by forfeiture of Earnest Money if the Purchase Price exceeds the current estimated market value ("Appraisal") as established by a real estate appraiser engaged by and paid by  Buyer  Seller.

**E.** In the event the conventional appraisal, the FHA appraisal, the VA certificate of reasonable value, or an appraisal for a cash or seller financed transaction is less than the agreed upon Purchase Price, Buyer may still proceed with the consummation of this Agreement without regard to the amount of appraisal or certificate of reasonable value, provided Buyer delivers written notice to Seller of such election within 3 days of the receipt of said notice of value. If Buyer does not deliver written notice of such election within 3 days, Buyer shall be deemed to have elected not to proceed. If Buyer elects not to proceed, Seller and Buyer may agree to a Purchase Price acceptable to both parties within 5 days after receipt of said notice to both parties. If the parties cannot agree, this Agreement shall terminate and Earnest Money shall be refunded to Buyer.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

9. **COSTS TO BE PAID.** Buyer or Seller will pay the following marked items:

| Loan Related Costs and Fees  | Buyer | Seller | Not Required | Title Company Closing Costs     | Buyer | Seller | Not Required |
|--|-------|--------|--------------|---------------------------------|-------|--------|--------------|
|  |       |        |              | Closing Fee                     | 1/2   | 1/2    |              |
| Appraisal Fee  | x     |        |              | Legal Document Preparation      | each  | his    | own          |
| Appraisal Reinspection Fee   |       |        | x            | Special Assessment Search       |       |        | x            |
| Credit Report  |       |        | x            | Buyer Recording Fees            | x     |        |              |
| Loan Assumption/Transfer   |       |        | x            | Seller Recording Fees           |       | x      |              |
| Origination Charge: up to <input type="checkbox"/> \$; or <input type="checkbox"/> % |       |        | x            | <b>Policy Premiums</b>          |       |        |              |
| Points - Buydown   |       |        | x            | Title Commitment                | x     |        |              |
| Points - Discount  |       |        | x            | Standard Owner's Policy         | x     |        |              |
| Tax Service Fee  |       |        | x            | Mortgagee's Policy              |       |        | x            |
| Flood Zone Certification   |       |        | x            | Mortgagee's Policy Endorsements |       |        | x            |
| Other:   |       |        |              | Other:                          |       |        |              |
| Other:   |       |        |              | <b>Miscellaneous</b>            |       |        |              |
| <b>Prepays Required by Lender</b>  |       |        |              | Survey (§ 16C)                  |       | x      |              |
| Flood Insurance  |       |        | x            | Impact Fees                     |       |        | x            |
| Hazard Insurance   |       |        | x            | Home Warranty contract (§ 17)   |       |        | x            |
| Interest   |       |        | x            | Transfer Fees (e.g. HOA, etc.)  |       |        | x            |
| PMI or MIP   |       |        | x            | HOA Fees (e.g. processing)      |       |        | x            |
| Taxes  |       |        | x            | Other:                          |       |        |              |
| Other:   |       |        |              | <b>Escrow Fees</b>              |       |        |              |
| Other:   |       |        |              | Set up                          |       |        | x            |
| Other:   |       |        |              | Periodic                        |       |        | x            |
| Other:   |       |        |              | Close Out                       |       |        | x            |
|  |       |        |              | Other:                          |       |        |              |

Buyer agrees to pay all other allowed direct loan costs.

**10. IRS 1031 TAX-DEFERRED EXCHANGE.**  Buyer  Seller intends to use this property to accomplish a 1031 tax-deferred exchange. The parties agree to cooperate with one another in signing and completing any documents required. The exchanging party agrees that the other party will bear no additional expense.

**11. PRORATIONS.** Seller will be responsible for disclosing all applicable property-specific fees, or lease agreements, private memberships and/or association fees or dues, taxes and contract service agreements, all of which are to be prorated through Settlement/Signing Date. Any equipment rental or contract service agreement (e.g. alarm system, satellite system, propane and tank, private refuse collection, road maintenance, etc.) will be handled directly between the Buyer and Seller, and title company will not be responsible for proration thereof.

**12. ASSESSMENTS.** Buyer will assume all bonds, impact fees and assessments that are part of or paid with the property tax bill. If other bonds, impact fees or assessments are a lien upon the Property, the current installment will be prorated through Settlement/Signing Date. Buyer will assume future installments. This Agreement is conditioned upon both parties verifying and approving in writing the amount of all bonds, impact fees, or assessments to be assumed or paid within **10 days** after receipt of the title commitment ("Approval Date"). In the event of disapproval, the disapproving party may terminate this Agreement by giving written notice to the other on or before the Approval Date. Future assessments for improvements such as, but not limited to, sidewalks, driveway cuts or roads will be paid by Buyer.

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**13. EXAMINATION OF TITLE; LIENS; DEED.**

A.  Buyer  Seller shall order a title commitment from Southwestern Abstract and Title Co. (Title Company) within 5 bus days after the Date of Acceptance. Buyer will have 5 bus days ("Review Period") to review and object to title exceptions after receipt of the title commitment and all documents referred to therein. Exceptions to the title, including the standard exceptions, shall be deemed approved unless written objection is delivered to the Seller within this Review Period. If Seller is unwilling or unable to remove such exception before Settlement/Signing Date, Seller shall provide written notice to Buyer within 5 bus days after receipt of Buyer's objections. Buyer may choose to close subject to exceptions, remove them at Buyer's expense or terminate this Agreement. If Buyer terminates this Agreement, the Earnest Money will be refunded to Buyer.

B. Seller will satisfy any judgments and liens, including but not limited to, all mechanics' and materialmen's liens of record on or before Settlement/Signing Date and will indemnify and hold Buyer harmless from any liens filed of record after Settlement/Signing Date and which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller or Seller's agents, unless otherwise agreed to by the parties in writing.

C. Seller will convey the Property by  General Warranty Deed  other deed \_\_\_\_\_ subject only to any matters identified in the title commitment and not objected to by Buyer as provided in paragraph 13A. The legal description contained in the deed shall be the same legal description contained in the title commitment and any survey required under paragraph 16C.

**14. FOREIGN SELLERS.** The disposition of a U.S. Real Property interest by a Foreign Person is subject to Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA applies if Seller is a Foreign Person, Foreign Corporation or Partnership, or non-resident Alien, unless BOTH the purchase price is \$300,000 or less AND Buyer intends to use the property as Buyer's primary residence. Federal Law requires that if Seller is a Foreign Person, then Buyer must withhold ten percent (10%) of the amount realized from the sale of the Property and remit it to the Internal Revenue Service (IRS) within 20 days of Closing unless the Seller provides written confirmation from the IRS that Seller is not subject to withholding. Generally speaking, the "amount realized" is the sales/purchase price of the Real Estate. If Seller is Non-Foreign, the Seller must provide proof of Non-Foreign status by fully executing an Affidavit of Non-Foreign Seller (RANM Form 2303) and deliver it to either the Buyer or to a Qualified Substitute. Under FIRPTA, if Seller is a Foreign Person and Buyer fails to withhold taxes, the Buyer may be held liable for the tax, in addition to other fines and penalties and the Buyer's Broker may be fined up to the amount of their commission.

Buyer's offer  is  is not contingent upon the Seller completing the FIRPTA response box in the Acknowledgement by Seller Section of this Purchase Agreement, and providing the documents indicated there in no later than \_\_\_\_\_ days after Date of Acceptance. If Seller is providing an Affidavit of Non-Foreign Seller, Buyer agrees that Seller may, at Seller's option, provide this Affidavit either to Buyer or to a Qualified Substitute as provided by FIRPTA. If a Qualified Substitute is used, Buyer will not receive a copy of Seller's Affidavit.

For further information on FIRPTA, see the FIRPTA Information Sheet (RANM Form 2304), and consult with an attorney and/or tax professional.

**15. INSURANCE CONTINGENCY/APPLICATION.**

A. Buyer agrees to make application for insurance within \_\_\_\_\_ days after Date of Acceptance of this Agreement. If Buyer fails to make application within the agreed time, this insurance contingency shall be deemed waived. This Agreement is conditioned upon Buyer's ability to obtain a homeowner's or property insurance binder on the Property at normal and customary premium rates. **Buyer understands that an insurance company may cancel or change the terms of a homeowner's insurance policy/binder for any reason prior to close of escrow or within sixty days after issuance of the homeowner's policy/binder (which generally occurs at close of escrow).**

B. This insurance contingency shall be deemed satisfied, unless within \_\_\_\_\_ days after Date of Acceptance of this Agreement, Buyer gives notice of inability to obtain a binder for insurance or if Buyer gives notice that Buyer is unable to obtain a homeowner's or property insurance binder on the Property at normal and customary premium rates. If Buyer is unable to obtain such a binder for insurance after making a good faith effort and gives timely notice of such inability, then the Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**16. SELLER DISCLOSURE AND OTHER DOCUMENTS AND INSPECTIONS.** Any "Deadline" can be expressed either as a calendar date or as a number of days after Date of Acceptance. Delivery Deadlines, Objection Deadlines and Resolution Deadlines may be extended only by a written agreement of both parties.

**A. DOCUMENTS.** Seller shall deliver the following documents by the Delivery Deadline specified below. "Delivery Deadline" is the date by which Buyer shall receive any documents, reports or surveys as set forth below.

| DOCUMENTS                              | Delivery Deadline | Objection Deadline | Resolution Deadline |
|--|-------------------|--------------------|---------------------|
| Seller's Property Disclosure Statement |                   |                    |                     |
| Road Documents                         |                   |                    |                     |
| Water Rights Documents                 |                   |                    |                     |
| Well Documents                         |                   |                    |                     |
| Other:                                 |                   |                    |                     |
| Other:                                 |                   |                    |                     |

**Is any part of this Property a residence built before 1978?**  Yes  No *If the answer is yes, federal law says:*  
 Seller cannot legally accept this offer unless Buyer has received, before making this offer, ALL of the following:  
 1. Lead-Based Paint Addendum to Purchase Agreement (RANM Form 5112) that was first fully completed and signed by Seller and then is signed by Buyer; and  
 2. A list of and copies of all reports or information relating to lead-based paint inspections, risk assessments, and hazards; and  
 3. A copy of the pamphlet, "Protect Your Family From Lead-Based Paint in Your Home."  
 If Buyer received the above items 1, 2, and 3 prior to writing this offer, Buyer's right to a 10 day opportunity to conduct inspections or risk assessments for the presence of lead-based paint and/or lead-based paint hazards will begin on the Date of Acceptance (as defined in the Purchase Agreement).  
 If Buyer has not received ALL the above items 1, 2 and 3 and had an opportunity to review them before writing this offer, AND has not signed the Lead-Based Paint Addendum to the Purchase Agreement, Seller cannot legally accept this offer. Seller should consult an attorney for specific legal advice.

**PROPERTY TAX DISCLOSURE.**

Buyer(s) hereby acknowledge receipt of the Estimated Property Tax Levy on the Property, attached as Exhibit 1 and understands that said Estimated Property Tax Levy is based on the LISTING price of the Property.  
 Buyer(s) hereby acknowledge that the Estimated Property Tax Levy on the Property is not readily available and does hereby waive the right to receive the Estimated Property Tax Levy prior to submitting this Purchase Agreement. See Estimated Property Tax Levy Disclosure Information Sheet (RANM Form 3275).

**SEPTIC SYSTEM.** Does the Property include an on-site liquid waste system?  Yes  No *If the answer is "Yes", the transfer of the Property is subject to Regulations of the New Mexico Environment Department governing on-site liquid waste systems, which require inspection and possible repair, and RANM Form 5120a, Septic System Contingency Addendum, is attached hereto and incorporated by reference.*

**B. INSPECTIONS.** Seller and Broker strongly recommend that Buyer satisfy any concerns that Buyer may have about the physical condition of the Property. To accomplish this, the parties are encouraged to employ competent (and, where appropriate, licensed) professionals to perform inspections of all conditions of the Property. Buyer has the right to have performed the inspections checked below.  Seller  Buyer will be responsible for paying any charges required by the utility company to have utilities turned on for inspection purposes, but in no event will Buyer be responsible for charges to repair the property, to bring it up to code, to pay unpaid bills, or for anything other than a turn-on fee.

 Seller \_\_\_\_\_

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

Unless otherwise agreed in writing, the Buyer will select the inspector. Whether or not the transaction closes, the following inspections will be paid for by:

| INSPECTIONS                                 | Buyer Pays | Seller Pays | Delivery Deadline        | Objection Deadline       | Resolution Deadline      |
|---|------------|-------------|--------------------------|--------------------------|--------------------------|
| Home  | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Electrical                                  | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Heating/Air Conditioning                    | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Plumbing                                    | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Roof  | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Structural                                  | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Lead-Based Paint Evaluation                 |            |             |                          |                          |                          |
| Risk Assessment                             |            |             |                          |                          |                          |
| Paint Inspection                            |            |             |                          |                          |                          |
| Combination Risk Assessment/Inspection      |            |             |                          |                          |                          |
| Other:                                      |            |             |                          |                          |                          |
| Well Equipment (pump, pressure tank, lines) |            |             |                          |                          |                          |
| Well Water Potability Tests                 |            |             |                          |                          |                          |
| Well Water Yield Tests                      |            |             |                          |                          |                          |
| Well Water Nitrate Tests                    |            |             |                          |                          |                          |
| Pool/Spa/Hot Tub Equipment                  |            |             |                          |                          |                          |
| Wood-Destroying Insects                     | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Dry Rot                                     | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Radon                                       |            |             |                          |                          |                          |
| Mold  |            |             |                          |                          |                          |
| Square-Foot Measurement:                    |            |             |                          |                          |                          |
| Sewer Line Inspections                      | X          |             | 10 Days After Acceptance | 15 Days After Acceptance | 20 Days After Acceptance |
| Ducts (type):                               |            |             |                          |                          |                          |
| Phase One Environmental Inspection          |            |             |                          |                          |                          |
| Soil Test                                   |            |             |                          |                          |                          |
| Other:                                      |            |             |                          |                          |                          |
| Other:                                      |            |             |                          |                          |                          |

C. SURVEYS OR IMPROVEMENT LOCATION REPORT. Buyer has the right to have performed the item selected below or the right to accept an existing one. Unless otherwise agreed in writing the party paying for the item will select the surveyor and order the survey or report.

| SURVEY/IMPROVEMENT LOCATION REPORT            | Delivery Deadline        | Objection Deadline       | Resolution Deadline      |
|---|--------------------------|--------------------------|--------------------------|
| Improvement Location                          | 20 Days After Acceptance | 25 Days After Acceptance | 30 Days After Acceptance |
| Metes and Bounds Description                  |                          |                          |                          |
| Staked Boundary                               | 20 Days After Acceptance | 25 Days After Acceptance | 30 Days After Acceptance |
| American Land Title Association Survey (ALTA) |                          |                          |                          |
| Flood Plain Designation                       |                          |                          |                          |
| Other:  |                          |                          |                          |

Each party is responsible for payment as shown above for any inspection or surveys ordered and performed whether or not the transaction closes.

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**D. BUYER'S OBJECTIONS.**

1. The Buyer may make any reasonable objections to any report or unsatisfactory condition disclosed by any document (16A), inspections (16B), survey or Improvement Location Report (16C) by submitting them in writing to Seller no later than applicable Objection Deadline. Any objections to any inspection, survey or report must be accompanied by a copy of the report. If Seller is responsible for ordering a report or document, and if Buyer does not receive that report or document by the Delivery Deadline, Buyer and Seller may agree to extend the Objection Deadline and Resolution Deadline or Buyer may terminate the Agreement. If Buyer is responsible for ordering a report or document, and fails to do so in a timely manner, Buyer may not use the failure to receive the report or document as cause to terminate the Agreement.

2. Upon objection, Buyer can request that Seller cure the objections or Buyer can terminate this Agreement. If no written objection or termination is delivered to Seller in writing by Objection Deadline, the contingency shall be deemed removed.

**E. RESOLUTION.** If Buyer makes specific objections and requests Seller to cure, Buyer and Seller may negotiate a resolution. If the objections are not resolved by the Resolution Deadline, this Agreement shall be terminated.

**F. COST OF REPAIRS.** Seller agrees to complete or pay for any repairs required by a FHA, VA, conventional lender, or with respect to any objections made by Buyer as a result of the above reports, at an aggregate cost **not to exceed** \$ \_\_\_\_\_. If the cost to cure the objections exceeds this amount, such excess costs may be negotiated and if no agreement is reached, the Agreement shall terminate.

**G. OBJECTIONS COMPLETION.** Seller agrees to cure objections not later than \_\_\_\_\_ days prior to Settlement/ Signing Date.

**H. REFUND OF EARNEST MONEY.** If this Agreement is terminated pursuant to this paragraph, the Earnest Money will be refunded to Buyer.

**I. REASONABLE ACCESS; DAMAGES.** Seller agrees to provide reasonable access to Buyer and any inspectors. The party selecting the inspector is responsible for and shall pay for any damages which occur to the Property as a result of such Inspection.

**17. HOME WARRANTY CONTRACT.** If provided for in paragraph 9, a home warranty service contract will be purchased from \_\_\_\_\_. The parties acknowledge that the home warranty service contract provides for limited coverage and for only limited components of the Property. In addition, the home warranty service contract contains specific exclusions and/or certain deductibles. Neither the Seller nor the Broker is responsible for home warranty coverage or lack thereof. The parties acknowledge that a home warranty service contract provider may or may not conduct an inspection of the Property. Any inspection report made available by the provider is not meant as a representation as to the condition of the Property, and is only a report used by the provider to determine the conditions under which the Property may be warranted.

**18. DISCLAIMER.** The Property is sold in its current condition including, but not limited to, the nature, location, amount, sufficiency or suitability of its: current or future value; future income to be derived therefrom or as to its current or future production; condition; size; location of utility lines; location of sewer, water and other utility lines or availability of utility services or the possibility of extending improvements (paving, sewer, water, utilities, access) to the Property; easements with which it is burdened or benefited; lot boundaries; adjacent property zoning; physical and legal access; soil conditions; permits, zoning, or code compliance; lot size or acreage; and improvements or their square footage; and water rights. Broker has not investigated and is not responsible for the foregoing aspects of the Property, among which lot size, acreage, and square footage may have been approximated, but are not warranted as accurate. Buyer will have had full and fair opportunity to inspect and judge all aspects of the Property with professional assistance of Buyer's choosing prior to settlement and is purchasing Property based solely upon Buyer's inspection and judgment and not by reason of any representation made to Buyer by Seller or Broker unless expressly set forth in this Agreement or Disclosure Statements. Buyer and Seller acknowledge that Brokers' only role in this transaction is to provide real estate advice to Broker's client and/or customer and real estate information to the parties. For all other advice or information that may affect this transaction, including but not limited to financial and legal, the parties must rely on other professionals.

**REALTORS® ASSOCIATION OF NEW MEXICO**  
**PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010**

**19. RELEASE.** The parties hereby release the REALTORS® Association of New Mexico, all local REALTOR® Boards, Broker and the agents and employees of the foregoing from any liability arising out of use of this Purchase Agreement form. Buyer and Seller acknowledge that they are hereby advised to consult their own respective attorneys, accountants, or other advisors as to the legal and tax effect of this Agreement prior to signing.

**20. MAINTENANCE.** Seller agrees that until Seller gives possession of the Property to Buyer, the heating, air conditioning, electrical, solar, septic systems, well and well equipment, gutters and downspouts, sprinklers, plumbing systems including the water heater, pool and spa systems, as well as appliances and other mechanical apparatus, will be in the same condition as the Date of Acceptance, normal wear and tear excepted. Until the Property is delivered, Seller will maintain all structures, landscaping, grounds and pool. Seller agrees to deliver the Property with all debris and personal belongings removed. The following items are specifically excepted from the above: \_\_\_\_\_

**21. PRE-CLOSING WALK-THROUGH.** Within 2 days prior to Settlement/Signing Date, Buyer shall have the right to verify the Property is in the same condition as on the Date of Acceptance, reasonable wear and tear excepted, and all agreed upon improvements have been completed.

**22. FLOOD HAZARD ZONE.** If the Property is located in an area which is designated as a special flood hazard area, Buyer may be required to purchase flood insurance in order to obtain a loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.

**23. DEFINITIONS. BROKER** includes Buyer's and Seller's brokers. **DAYS** means calendar days excluding weekends and bank holidays, unless otherwise specified. **DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered. **DELIVERED** means personally delivered, delivered by facsimile, mailed postage prepaid, or by any method where there is evidence of receipt. The facsimile or e-mail transmission of a copy of this or any related document will constitute delivery of that document. The facsimile, e-mail or electronically transmitted signature shall have the same force and effect as an original signature. Delivery to the real estate Broker who is working with or who represents the Buyer or Seller will constitute delivery to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, delivery to the principal is required. The **MASCULINE** includes the feminine. The **SINGULAR** includes the plural.

**24. RISK OF LOSS.** Prior to Funding Date, risk of fire or other casualty will be on Seller, and in the event of loss, Buyer will have the option (to be exercised by written notice to Seller within 5 days after receipt of notice of loss) of canceling this Agreement and receiving back the Earnest Money or closing and receiving assignment of Seller's portion of the insurance proceeds, if any, at Funding Date. If Buyer fails to timely notify Seller of Buyer's election, Buyer will be deemed to have elected to close.

**25. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediator cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.

**26. EARNEST MONEY DISPUTE.** Notwithstanding any termination of this Agreement, in the event that a controversy arises between Buyer and Seller, and the controversy cannot be resolved, the Holder of the Earnest Money may take no action or may choose to file an **Interpleader** action. **Interpleader** is a legal proceeding whereby the Holder of the Earnest Money names Buyer and Seller as defendants and deposits the funds in question with an appropriate court. Once the funds have been disbursed by final determination of the court, the prevailing party and the Holder of the Earnest Money shall be entitled to request recovery of all court costs and reasonable attorneys' fees related to the dispute from the non-prevailing party. Parties to all Earnest Money disputes are urged to review RANM Form 2310, "Earnest Money Dispute Information Sheet," and to consult a licensed attorney to fully understand all their rights and remedies.

**27. DEFAULT.** Time is of the essence. If any payment or any other condition hereof is not made, tendered or performed by either Seller or Buyer as required, then this Agreement may be terminated at the option of the party who is not in default. If the non-defaulting party elects to treat this Agreement as terminated, the non-defaulting party may elect to retain the Earnest Money and pursue any additional remedies allowable by law. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party will have all rights and remedies available under this Agreement. Buyer and Seller acknowledge and agree that Broker will not in any circumstances be responsible for any breach by either party to this Agreement. Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including Broker shall be entitled to an award of reasonable attorneys' fees and court costs.



# REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2010

## ACKNOWLEDGEMENT BY SELLER:

With regard to Paragraph 14, FOREIGN SELLERS, Seller agrees to;

- Execute an Affidavit of Non-Foreign Seller (RANM Form 2303), or
- Provide written documentation from the IRS that withholding is not required.

If Seller does not provide the Affidavit of Non-Foreign Seller (if applicable) within the time-frame provided, Buyer, in his sole discretion, may choose to terminate this Agreement or to proceed to Settlement/Signing. If Buyer chooses to terminate, Earnest Money will be returned to Buyer. If Seller fails to provide either of the above documents prior to the Settlement/Signing date, Buyer may still proceed with the consummation of this Agreement and may in his sole discretion, instruct the Title Company closing this transaction to withhold ten percent (10%) of the amount realized from the sale of the Property to be remitted to the IRS on Buyer's behalf. Generally speaking, the "amount realized" is the sales/purchase price of the Real Estate.

By signature hereto, Seller hereby acknowledges Buyer's obligations under FIRPTA and in the event Seller fails to provide the necessary documentation as provided for in this Agreement authorizes the Title Company closing this transaction to withhold ten percent (10%) of the amount realized from the sale of the Property to be remitted to the IRS on Buyer's behalf.

**Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.**

**Seller (select one):**

- ACCEPTS this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.
- REJECTS this Offer and submits a Counteroffer (RANM 5102).
- SUBMITS an Invitation to Offer (RANM 5103).
- REJECTS this Offer.

|  |                   |                                     |
|--|-------------------|-------------------------------------|
| Seller Signature   | Date              | Time                                |
| Seller Signature   | Date              | Time                                |
| <u>Lorenzo L. Fierro, Laura Fierro</u><br>Seller Names (Print) | Email Address     |                                     |
| Seller Address   | City              | State    Zip Code                   |
| Seller Home Phone  | Seller Cell Phone | Seller Business Phone    Seller Fax |

### BUYER'S BROKER

|  |  |                                       |                              |
|--|--|---------------------------------------|------------------------------|
| <u>International Realty Plus NM</u><br>Buyer's Brokerage Firm                            | <u>1705 N. Valley Dr. Ste 1, Las Cruces, NM 88007</u><br>Address | <u>(575) 522-0487</u><br>Office Phone | <u>(575) 524-4252</u><br>Fax |
| <u>J. Lance Swarengin</u><br>By (Print)  | Email Address  |                                       |                              |
| Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR® |  |                                       |                              |

### SELLER'S BROKER

|  |               |              |     |
|--|---------------|--------------|-----|
| <u>ASSIST-2-SELL BUYERS &amp; SELLERSREALTY, L.</u><br>Seller's Brokerage Firm           | Address       | Office Phone | Fax |
| By (Print)   | Email Address |              |     |
| Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR® |               |              |     |



REALTORS® ASSOCIATION OF NEW MEXICO
ADDENDUM TO PURCHASE AGREEMENT - 2010
ADDENDUM NO. 2

This Addendum is part of the [X] Residential [ ] Commercial [ ] Vacant Land [ ] Farm and Ranch Purchase Agreement dated May 21, 2010 between City of Las Cruces, By Terrence Moore-City Manager ("Buyer") and Lorenzo L Fierro, Laura Fierro ("Seller") and relating to the following Property:

2559 Benz St Las Cruces 88005
Address City Zip Code

Lot 2, Block 5, 3176-Country Club Heights Unit #4
Legal Description

or see metes & bounds description attached as Exhibit , Dona Ana County, New Mexico.

Buyer and Seller agree as follows:

- 1. Settlement/Signing Date shall be on or before 59 days after complete acceptance of the Purchase Agreement.
2. Funding Date shall be on or before 60 days after complete acceptance of the Purchase Agreement.
3. Buyer shall have 20 business days to determine the feasibility of the purchase of the home, to collect assessment of rehab that needs to be done and determine if it acceptable along the guidelines of the Neighborhood Stabilization Program.

The Purchase Agreement referred to above is incorporated by reference into this Addendum.

Buyer City of Las Cruces 05/21/2010 Date Time
Buyer By Terrence Moore-City Manager 05/21/2010 Date Time
Seller Lorenzo L Fierro Date Time
Seller Laura Fierro Date Time

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



**REALTORS® ASSOCIATION OF NEW MEXICO  
INFORMATION SHEET  
ESTIMATED PROPERTY TAX LEVY DISCLOSURE – 2010**

**PURPOSE:** The Property tax levied on a residential Property for the current year may be a misleading guide to property tax levies in the years following the sale of that Property. Therefore, New Mexico law provides that a prospective Buyer needs information regarding the Property tax obligation in the year following the Property's sale to properly judge the affordability of a contemplated purchase.

**SELLER OR SELLER'S BROKER OBLIGATIONS:** Prior to accepting an Offer to Purchase, the Property Seller or the Seller's Broker must request from the County Assessor of the county in which the Property at issue is located the Estimated Property Tax Levy with respect to the Property and provide a copy of the Assessor's response in writing to the prospective Buyer or Buyer's Broker.

**BASIS FOR ESTIMATED PROPERTY TAX LEVY:** The listed price shall be provided to the County Assessor and shall be used as the value of the Property for purposes of calculating the Estimated Property Tax Levy.

**BUYER'S BROKER OBLIGATIONS:** A Buyer's Broker must provide the Estimated Property Tax Levy to the prospective Buyer immediately upon receiving the estimate from the Seller or Seller's Broker and receive in writing the prospective Buyer's acknowledgment of receipt of the Estimated Property Tax Levy.

**BUYER'S OPTION TO WAIVE RIGHT TO RECEIVE DISCLOSURE:** The prospective Buyer may waive the disclosure requirements by signing a written document prior to the time the Offer to Purchase is to be made in which the Buyer acknowledges that the required Estimated Property Tax Levy is not readily available and waives disclosure of the Estimated Property Tax Levy.

**COUNTY ASSESSOR'S OBLIGATIONS:** Upon request, a County Assessor must furnish in writing an Estimated Property Tax Levy with respect to a residential Property in the County, calculated at a Property value specified by the requestor. The County Assessor must comply with the request by the close of business of the business day following the day the request is received. A County may satisfy this obligation through an internet site or other automated format that allows a user to print the requested Estimated Property Tax Levy.

**USE OF ESTIMATE IN FUTURE VALUATIONS:** A document associated with the request is not a public record or a valuation record. County Assessors are prohibited from using the information provided with a request, including the specified value, to assess the valuation of the Property. Neither the County nor any jurisdiction levying a tax against residential Property in the County is bound in any way by the estimate given.

**CONTENTS OF DOCUMENT PROVIDED BY COUNTY ASSESSOR:** The County Assessor's Estimated Property Tax Levy must contain the following: 1) the actual amount of Property tax levied for the Property for the current calendar year if the tax rates for the current year have been imposed or in all other cases, the amount

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

Received  Date \_\_\_\_\_

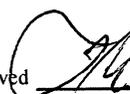


**REALTORS® ASSOCIATION OF NEW MEXICO  
INFORMATION SHEET  
ESTIMATED PROPERTY TAX LEVY DISCLOSURE – 2010**

of Property tax levied with respect to the Property for the prior calendar year; 2) the Estimated Property Tax Levy for the calendar year following the year in which the transaction takes place; and 3) a disclaimer similar to the following.

*"The Estimated Property Tax Levy is calculated using the stated price and estimates of the applicable tax rates. The County Assessor is required by law to value the Property at its current and correct value, which may differ from the listed price. Further the estimated tax rates may be higher or lower than those that will actually be imposed. Accordingly, the actual Property tax levied may be higher or lower than the estimated amount. New Mexico law requires your real estate Broker or agent to provide you an Estimate Property Tax Levy on the Property on which you have submitted or intend to submit an Offer to Purchase. All real estate Brokers and agents who have complied with these disclosure requirements shall be immune from liability arising from suit relating to the Estimated Property Tax Levy."*

**SELLER AND REAL ESTATE BROKER LIABILITY:** All Property Sellers and real estate Brokers and agents who have complied with these provisions are immune from suit and liability arising from or relating to the Estimated Property Tax Levy.

Received  Date \_\_\_\_\_



# DOÑA ANA COUNTY ASSESSOR'S PROPERTY TAX LEVY REQUEST AND CERTIFICATE — 2010

Lance P. Raney, on behalf of FIERRO LORENZO L & LAURA (Seller) requests that the Doña Ana County Tax Assessor furnish the following information for the list price of \$149,900.00 in accordance with the New Mexico Estimated Property Tax Levy Disclosure with respect to the following property:

Property Address: 2559 BENZ DR  
Parcel ID: 02-26496  
Legal Description: COUNTRY CLUB HEIGHTS UNIT #4 : LT 2 : 5

New Mexico Law requires that upon request, a County Assessor must furnish in writing an Estimated Property Tax Levy with respect to a residential Property in the County, calculated at a Property Value specified by the requestor. The County Assessor must comply with the request by the close of business day following the day the request is received. A County may satisfy this obligation through an internet site or other automated format that allows a user to print the requested Estimated Property Tax Levy.

REQUESTED BY SELLER:

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Broker: [Signature] Date: 5/20/10 Time: 3:12 pm

### Property Tax Levy Certificate

The following items are required to be provided by the Doña Ana County Assessor: Actual amount of Property Tax levied for the current calendar year: \$1,093.13 (or if not available) the amount of Property tax levied for the prior calendar year: \$1,048.92

The ESTIMATED Property Tax Levy for the year following the current tax year based upon the above list price: \$1,364.22

The Estimated Property Tax Levy is calculated using the stated price and estimates of the applicable tax rates. The County Assessor is required by law to value the Property at its "current and correct" value, which may differ from the listed price. Further, the estimated tax rate may be higher or lower than those that will actually be imposed. Accordingly, the actual tax levy may be higher lower than the estimated amount. New Mexico law requires your real estate Broker or Agent to provide you an Estimated Property Tax Levy on the property you have submitted or intended to submit an Offer to Purchase. All real estate Brokers and agents who have complied with these disclosure requirements shall be immune from suit and liability from suit relating to the Estimated Property Tax Levy.

Doña Ana County Tax Assessor: [Signature] Date: 05/20/2010 Time: 3:11 pm

[Signature]



REALTORS® ASSOCIATION OF NEW MEXICO
CERTIFICATION OF DELIVERY AND ACKNOWLEDGMENT
OF RECEIPT OF ESTIMATED PROPERTY TAX LEVY – 2010

TAX YEAR 2010

Buyer(s) City of Las Cruces, By Terrence Moore-City Manager

Seller(s) Lorenzo L Fierro, Laura Fierro

Property Address 2559 Benz St, Las Cruces, NM 88005

Parcel ID 02-26496

[X] COUNTY ASSESSOR'S ESTIMATED PROPERTY TAX LEVY IS ATTACHED.

I, Seller's Broker, provided a copy of the Assessor's response to my request for the Estimated Property Tax Levy on the above-identified Property to [ ] Buyer [X] Buyer's Broker on this 20th day of May, 2010.

Seller's Broker Date

I, Buyer's Broker, do hereby acknowledge that I received an Estimated Property Tax Levy on the above referenced Property from [ ] Seller [X] Seller's Broker on the 20th day of May, 2010 and that I provided the same to Buyer on the 21st day of May, 2010.

Buyer's Broker J. Lance Swarengin May 21, 2010 Date

I, Buyer, hereby acknowledge receipt of the Estimated Property Tax Levy provided to me by [X] Buyer's Broker [ ] Seller's Broker on this 21st day of May, 2010.

Buyer(s) City of Las Cruces, By Terrence Moore-City Manager May 21, 2010 Date

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010

INSTRUCTIONS AND ACKNOWLEDGMENT REGARDING THIS FORM

This Statement discloses Seller's current, actual knowledge of the condition of the Property as of the date signed by Seller, and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is designed to assist Seller to provide information about the Property and to assist Buyer in evaluating the Property being considered.

2559 Benz Drive Las Cruces 88005
Address City Zip Code

Lot 2 Block 5 Country Club Heights Unit #4
Legal Description

or see metes & bounds description attached as Exhibit , Dona Ana County, New Mexico.

OCCUPANCY: Does seller currently occupy the Property? Yes. If yes, years/months seller occupied. No. If no, years/months since seller occupied. Never occupied property.

TITLE, ZONING, LEGAL INFORMATION

Is the Seller aware of:

- 1. Any title problems (for example, unrecorded or disputed easements, lot line disputes, liens, encroachments, access issues, third party claims)? Yes No
2. Any property taxes that are not current? Yes No
3. Any existing or proposed bonds, assessments, liens, mortgages, judgments, deeds of trust, real estate contracts, etc. against the property? Yes No If yes, explain:
4. Any violations of applicable subdivision laws at the time the property was subdivided? Yes No If yes, explain:
5. Any alleged violations of applicable laws, regulations, ordinances or zoning laws? Yes No
6. Any zoning variances/exceptions or non-conforming use of the property? Yes No If yes, explain:
7. Any legal issues, proposed buildings, bridges, roadways or real estate developments, etc. in the immediate area? Yes No If yes, explain:
8. Any restrictive covenants or other limitations on use? Yes No If yes, explain:
9. Any violation thereof? Yes No If yes, explain:
10. Any building code or environmental regulation violations? Yes No If yes, explain:
11. Any necessary permits, approvals or inspections for all construction, repairs and improvements that have not been obtained? Yes No If yes, explain:

REALTORS® Association of New Mexico (RANM) makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the real estate brokers, their agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010

- 12. Any existing or threatened legal actions concerning the property or the homeowners association? [ ] Yes [X] No
13. Any well-sharing, road-sharing or other contract to which the property is subject? [ ] Yes [X] No
14. Anyone with a right of refusal to buy, to option, or to lease the property? [ ] Yes [X] No
15. Any other restrictions on resale? [ ] Yes [X] No
16. Any exemptions you claim to property taxes (i.e., veteran, head of household)? [ ] Yes [X] No

For additional information or further explanation (indicate item #) \_\_\_\_\_

DISCLOSURE OF ESTIMATED PROPERTY TAX LEVY DISCLOSURE

- 1. Seller [ ] has [ ] has not attached hereto the Estimated Property Tax Levy with respect to the Property identified herein. See Attached Exhibit \_\_\_\_\_.
2. If not attached, said Estimated Property Tax Levy will be provided to Buyer or Buyer's Broker by Seller or Seller's Broker prior to accepting a Purchase Agreement.
3. The listed price was/will be used as the value of the Property in calculating the Estimated Property Tax Levy.

BUILDINGS/STRUCTURAL INFORMATION

1. What year was the house built? 1999

If a residence on the Property was constructed prior to 1978, federal law and regulations create specific disclosure and information requirements, which are set forth in RANM Form 5112, Lead-based Paint Disclosure Before Sale. Form 5112 must be attached to the Purchase Agreement. The Seller is not permitted to accept a Buyer's offer prior to making the required disclosures and providing the required information.

- 2. Was this home built entirely on this site? [X] Yes [ ] No
3. Type of construction: \_\_\_\_\_
4. House is built on [X] Slab [ ] Crawlspace [ ] Basement [ ] Don't know
5. Type of exterior finish: STUCCO
6. Is there an exterior synthetic stucco system or exterior synthetic coating? [X] Yes [ ] No [ ] Don't know
7. Type of floor under carpets or linoleum: concrete slab

Is the Seller aware of:

- 8. Any doors or windows that are inoperable or which may interfere with ingress or egress? [ ] Yes [X] No
9. Any problems with interior walls, ceilings, doors, windows, floors, or attached floor coverings? [ ] Yes [X] No
10. Any significant cracks in foundations, exterior walls, interior walls, slab floors, ceilings, chimneys, fireplaces, decks or garage floors? [ ] Yes [X] No
11. Any minor damage that has occurred to the property or to any structure on the property? [ ] Yes [X] No
12. Smoke damage or a fire on the property? [ ] Yes [X] No
13. Any problems with driveways, walkways, sidewalks or patios (such as large cracks, potholes or raised sections)? [ ] Yes [X] No
14. Any structural wood members below soil level? [ ] Yes [X] No
15. Any history of wood infestation, insects, pests or tree root problems? [ ] Yes [X] No Specify date and type of last treatment: \_\_\_\_\_
16. Any water or moisture in [ ] Crawlspace [ ] Basement [ ] Garage N/A

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010

- 17. Any flowing or drainage problems on the property?
18. Any history of moldy conditions or treatment for mold?
19. Any history of water leaks or repairs of conditions involving water leaks, water infiltration, ponding under or around structure/crawlspace or other conditions which could be conducive to mold?
20. Any land on the property that has been filled in?
21. Any problems with retaining walls cracking or bulging?
22. Any earth movement, subsidence, or settlement problems?
23. Any additional structures? If yes, list:

For additional information or further explanation (indicate item #):

MANUFACTURED HOME INFORMATION

- 1. Is this home a manufactured home?
2. If yes, has this home been located anywhere other than dealer's lot and its current location?
3. Does Seller have possession of the manufactured home titles?
4. Have the titles been deactivated?
5. Does Seller have a permanent foundation permit?
6. Was the installation performed by a New Mexico Manufactured Housing Division licensed installer?
7. Does the home have its HUD tags (metal tags located on each section of the home)?

PLUMBING

- 1. Type of water supply pipes
2. Approximate age of water heater: 10 yrs Capacity: 40 Fuel source: NATURAL GAS
3. Is there a sump pump?
4. Is there a water softener?
5. Is there a reverse osmosis system?
6. Is there a refrigerator water line?

Is the Seller aware of:

- 7. Any water pressure problems?
8. Any plumbing system problems, leaks, freezing?
9. Any bathroom ventilation problems?
10. Any domestic hot water problems?

For additional information or further explanation (indicate item #):

WATER SUPPLY

- 1. Is the water supply city/municipal?
2. Any restrictions or regulation concerning water use?
3. Is the water supply community/subdivision?
Fees per month: \$
Written agreement available?

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010

- 4. Is water supply to the house private? [ ] Yes [X] No Any problems with well equipment? [ ] Yes [ ] No Any restrictions or regulations? [ ] Yes [ ] No If shared, is written agreement available? [ ] Yes [ ] No Is well registered with the State Engineer's office? [ ] Yes [ ] No Permit number: \_\_\_\_\_ Does seller have well record? [ ] Yes [ ] No Is well metered? [ ] Yes [ ] No Is there sufficient water yield at all times? [ ] Yes [ ] No If no, explain: \_\_\_\_\_
5. Is there any other water source for the property for any other use? NO (For more information, please see RANM Form 2308a.)
For additional information or further explanation (indicate item #): \_\_\_\_\_

SEWER/WASTEWATER TREATMENT

- 1. Is the sewer/wastewater treatment system city/municipal? [X] Yes [ ] No Any problems? NO
2. Is the sewer/wastewater system community/subdivision? [ ] Yes [X] No Any problems? \_\_\_\_\_ Name and address of provider: \_\_\_\_\_ Fees per month? \$ \_\_\_\_\_ Any restrictions or regulations? [ ] Yes [ ] No Written agreement available? [ ] Yes [ ] No
3. Is there an on-site liquid waste system? [ ] Yes [X] No Type: [ ] Conventional [ ] Advanced treatment system [ ] Cesspool Any problems? \_\_\_\_\_ Name and address of service company: \_\_\_\_\_ Date last pumped: \_\_\_\_\_ Available installation permit? [ ] Yes [ ] No NMED (EID) certification? [ ] Yes [ ] No NMED (EID) certification number and date: \_\_\_\_\_ Location of the system: \_\_\_\_\_

If the property has an onsite liquid waste system, it is subject to the regulations of the New Mexico Environmental Department (NMED), which require inspections and possible repair. Contact the NMED for information regarding appropriate inspection forms and requirements.

(For more information, please see RANM Form 2308.)

For additional information or further explanation (indicate item #): \_\_\_\_\_

ROOFS, GUTTERS AND DOWNSPOUTS

- 1. Type of roof and approximate age: [ ] Pitched \_\_\_ yrs. [X] Pueblo/Flat 10 yrs. [ ] Pitched & Flat \_\_\_ yrs. If flat, does the roof have a positive slope? [ ] Yes [ ] No [ ] Don't know
2. Type of roofing material (tar & gravel, asphalt shingles, etc.): hot mopped mineral face Additional comments: \_\_\_\_\_
3. Has all or part of the roof been resurfaced or replaced? [ ] Yes [X] No [ ] Don't know If yes, what year? \_\_\_\_\_ By whom? \_\_\_\_\_ What portions? \_\_\_\_\_ Additional comments: \_\_\_\_\_
4. Is there a transferable written guarantee? [ ] Yes [X] No [ ] Don't know If yes, until what date? \_\_\_\_\_ By whom? \_\_\_\_\_
5. Has the roof ever leaked while you have owned the property? [ ] Yes [X] No If yes, what has been done to correct the problem? \_\_\_\_\_
6. Do spouts and gutters drain away from the property? [X] Yes [ ] No [ ] Don't know
7. Are you aware of any faulty drainage or water penetration on the structure? [ ] Yes [X] No [ ] Don't know If yes, describe: \_\_\_\_\_

For additional information or further explanation (indicate item #): \_\_\_\_\_

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010

ELECTRICAL

- 1. Is the electrical wiring copper? [X] Yes [ ] No [ ] Don't know Is it aluminum? [ ] Yes [ ] No [ ] Don't know
2. Are you aware of any damaged or malfunctioning receptacles or switches? [ ] Yes [X] No If yes, which ones?
3. Is the house wired for 220 Volts? [ ] Yes [X] No [ ] Don't know
4. Are you aware of any extension cords used to create new electrical outlets? [ ] Yes [X] No
5. Are you aware of any defective, malfunctioning, or improperly installed electrical equipment inside or outside the house? [ ] Yes [X] No
6. Has electrical service been modified since originally installed? [ ] Yes [X] No [ ] Don't know
7. Do any circuits trip regularly? [ ] Yes [X] No
8. Are you aware of any electric lines encroaching on the property? [ ] Yes [X] No [ ] Don't know
9. Are there encroachment agreements with any utility companies? [ ] Yes [X] No [ ] Don't know

HEATING AND COOLING

- 1. Type of heat and approximate age: [X] Central Forced Air 10 yrs. [ ] Hot Water Baseboard \_\_\_ yrs. [ ] In Floor Radiant \_\_\_ yrs.
2. Is the house all electric? [ ] Yes [X] No [ ] Don't know
3. Does the house have [X] Natural gas? [ ] Propane? If propane, is the tank [ ] Owned? [ ] Leased? Lease Co.:
4. Are there any rooms without a direct heat source? [ ] Yes [X] No [ ] Don't know
5. Type of cooling and approximate age: [X] Evaporative \_\_\_ yrs. [ ] Refrigerated \_\_\_ yrs. [ ] None [ ] Don't know
6. Are there any furnaces/coolers and/or A/Cs that have been abandoned? [ ] Yes [X] No [ ] Don't know
7. Do all heaters, coolers and A/Cs work properly? [X] Yes [ ] No [ ] Don't know
8. Is there a fireplace? [X] Yes [ ] No If yes, type: [X] Woodburning [X] Gas logs [ ] Pellet [ ] Insert [ ] Other:
9. Is there a gas log lighter? [X] Yes [ ] No [ ] Don't know
10. Does damper work? [X] Yes [ ] No [ ] Don't know
11. Are flues welded open? [ ] Yes [ ] No [X] Don't know
12. Do you have approved glass enclosure? [ ] Yes [X] No [ ] Don't know
13. Do all fireplaces work properly? [X] Yes [ ] No [ ] Don't know
14. When was the fireplace chimney last swept? 1/11

For additional information or further explanation (indicate item #):

REALTORS® ASSOCIATION OF NEW MEXICO
PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010

POOL, SAUNA, HOT TUB, WATER FEATURE

- 1. Is there a swimming pool on the property, including filled in?
2. When was the pool installed? Is the pool Above ground? In ground?
3. Is the pool Fiberglass? Gunitite? Vinyl?
4. Is there a pool heater? Yes No Don't know If yes, is it Gas? Electric? Solar?
5. Is there a pool sweep which conveys? Yes No
6. Is there a cover for the pool? Yes No If yes, specify type: Age: Condition:
7. Will the cover convey with the sale of the property? Yes No
8. Is all the pool equipment in good working condition? Yes No Don't know
9. Is the pool maintained by a regular pool service? Yes No If yes, name of service:
10. Has the pool been winterized? Yes No If yes, name of service:
11. Is there a hot tub or spa? Yes No
12. Is the equipment in good working order? Yes No Don't know
13. Does it have a cover in good condition? Yes No
14. Is there a water feature? Yes No If yes, are there any problems? Yes No Don't know If yes, explain:

For additional information or further explanation (indicate item #):

MISCELLANEOUS

- 1. Does the property include a landscape watering system? Yes No Don't know
If yes, is it Auto-timed? Manual? Front yard? Back yard? Side yard?
Type: Sprinklers Bubblers Drip system Other:
2. Are they in good working order? Yes No Don't know
3. Are there any areas where the sprinklers do not properly water? Yes No Don't know
If yes, please explain:
4. Are there any areas of excessive standing water? Yes No Don't know
5. Are any areas not served by the watering system? Yes No Don't know
6. Is the drip and/or sprinkler system (if present) on auto-timer? Yes No Don't know
7. Are you aware of any of the above equipment that is in need of repair or replacement or is improperly installed?
Yes No Don't know If yes, please explain:
8. Number of electric garage door operators: ONE
9. Is/are garage door operator(s) in good working condition? Yes No Don't know
10. How many remote garage door openers will you be giving to the new buyer:
11. Is/are garage door opener(s) in good operating condition? Yes No Don't know
12. Are garage doors in good operating condition? Yes No Don't know If no, please explain:
13. Has the garage been modified to alter its original size? Yes No Don't know
14. Does the property have a security system? Yes No Type: Owned Leased
Leased from: Transferable? Yes No Any problems?
15. Does the property have smoke detectors? Yes No How many? 110V Battery
16. Does the property have kitchen range hook-up? Yes No Electric Gas
17. Does the property have oven hook-up? Yes No Electric Gas

### REALTORS® ASSOCIATION OF NEW MEXICO PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010

- 18. Does the property have clothes dryer hook-up?  Yes  No  Electric  Gas Vented outside?  Yes  No
- 19. Does the property have built-in vacuum?  Yes  No If yes, do canisters, hoses and all attachments convey?  
 Yes  No Any problems? \_\_\_\_\_
- 20. Are there any problems in obtaining utility or phone service?  Yes  No  Don't know If yes, explain: \_\_\_\_\_
- 21. Can you obtain cable TV service?  Yes  No  Don't know
- 22. Can you obtain DSL service to your house?  Yes  No  Don't know
- 23. Have any pets resided in the home?  Yes  No Any pet odors or damage?  Yes  No
- 24. Are you aware of any past or present existence of any pests (i.e., termites, ants, mice, etc.)?  Yes  No  
If yes, please explain: \_\_\_\_\_
- 25. Have any insurance claims been made in the past five years?  Yes  No  Don't know If yes, please explain: \_\_\_\_\_  
Were repairs completed?  Yes  No
- 26. Has any insurance application or prior coverage regarding all or any part of the property been rejected or will not be renewed?  Yes  No If yes, explain: \_\_\_\_\_
- 27. Has notice been received that any existing insurance coverage will be subjected to increased premium rates?  Yes  No

For additional information or further explanation (indicate item #): \_\_\_\_\_

#### HOMEOWNERS' AND CONDOMINIUM OWNERS' ASSOCIATIONS

*The following questions can be used for various types of Homeowner Associations. If the Property is a residential resale condominium that is subject to be Condominium Act, the Seller should obtain from the Homeowners' Association a resale certificate for the Buyer that includes all the disclosures that are required by law (including some items not listed here). (See RANM Form 2302A.)*

- 1. Name, address and phone number of homeowners' association:           N/A
- 2. Does the homeowners' association have a right of first refusal?  Yes  No
- 3. Association fees? \$ \_\_\_\_\_ per yr. What is included in the association fees?  Water/sewer  Trash  
 Building insurance  Gas utility  Electric utility  Grounds maintenance  Property taxes  Streets  
 Snow removal  Other: \_\_\_\_\_
- 4. Any contemplated future dues increases or special assessments?  Yes  No  Don't know If yes, give details: \_\_\_\_\_
- 5. Security:  Intercom  Closed circuit TV  Guards  Electric gate  Other: \_\_\_\_\_
- 6. Does each unit have its own designated parking space(s)?  Yes  No  Don't know If yes, how many? \_\_\_\_\_
- 7. Please check the existence of the following documents:  Covenants, Conditions and Restrictions or Declaration of Condominium  Regulations currently in force  Current financial statement of Association  Articles of Incorporation of Association  Association Bylaws  Minutes of Board Meetings

For additional information or further explanation (indicate item #): \_\_\_\_\_

*[Handwritten Signature]* Seller *225*

**REALTORS® ASSOCIATION OF NEW MEXICO  
PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010**

**ENVIRONMENTAL**

**Is the Seller aware of:**

- 1. Any noticeable continuous or periodic odors (such as from waste, agriculture, industry, etc.)?  Yes  No
- 2. Any excessive noises (such as airplanes, trains, trucks, freeways, etc.)?  Yes  No
- 3. Any hazards or hazardous materials on or in close proximity to the property (such as asbestos, dumps, pesticides, chemical labs, underground fuel storage tanks or leaks)?  Yes  No
- 4. Any radon tests performed on the property?  Yes  No Results? \_\_\_\_\_  
Reports attached?  Yes  No
- 5. Any part of the property located in a designated special flood hazard zone?  Yes  No
- 6. Any portion of the property having ever flooded?  Yes  No
- 7. Mine shaft(s) or abandoned well(s) on the property?  Yes  No

For additional information or further explanation (indicate item #): \_\_\_\_\_

**RENTAL INFORMATION**

- 1. Is the property rented or occupied by a tenant?  Yes  No If yes, attach copy of Lease or Rental Agreement.
- 2. Does the tenant have the right to extend the rental agreement?  Yes  No
- 3. Are security deposits or prepaid rents being held?  Yes  No If yes, by whom and how much? \_\_\_\_\_

For additional information or further explanation (indicate item #): \_\_\_\_\_

**IRRIGATION RIGHTS**

- 1. Is the property irrigated from a ditch or acequia?  Yes  No (See RANM Form 2308a)  
Ditch name: \_\_\_\_\_  
Mayordomo: \_\_\_\_\_  
Association name: \_\_\_\_\_  
Fees? \$ \_\_\_\_\_
- 2. Are Association or ditch fees current?  Yes  No If no, explain: \_\_\_\_\_
- 3. Are water rights registered with the State Engineer?  Yes  No File/permit number \_\_\_\_\_

For additional information or further explanation (indicate item #): \_\_\_\_\_

**OTHER**

Does the Seller know of any other information pertaining to the condition of the Property not addressed in the questions listed above? If so, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# REALTORS® ASSOCIATION OF NEW MEXICO PROPERTY DISCLOSURE STATEMENT - RESIDENTIAL - 2010

**PLEASE NOTE:** There is currently no legal or statutory requirement in the State of New Mexico that obligates or requires Sellers or Brokers to disclose to any prospective Buyer that the subject property is or has been: (1) the site of a natural death, homicide, suicide or any other crime classified as a felony; (2) owned or occupied by a person or persons exposed to HIV or diagnosed with AIDS or any other disease not known to be transmitted through the common occupancy of real estate; or (3) located in the vicinity of a convicted sex offender. If Buyer has concerns about any of the conditions cited above, Buyer is urged to conduct his/her own due diligence and contact the appropriate local, state or Federal health and law enforcement authorities to obtain accurate and reliable information.

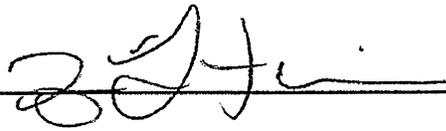
**THIS IS NOT A CONTRACT.**

The above disclosures are made to the best of the Seller's knowledge. The person who signed as or on behalf of Seller lacks actual knowledge of the Property for the following reason:

- Personal Representative
- Administrator of Estate
- Trustee
- Receiver
- Does not occupy the Property
- Other

The law does not protect a Seller who makes an intentional misrepresentation.

**SELLER**

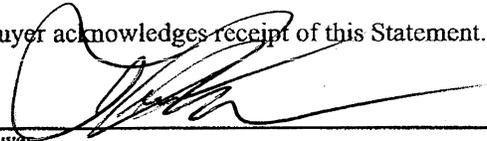
  
 Seller \_\_\_\_\_ Lawrence Fierro \_\_\_\_\_ 2/2/10 12:45pm  
Seller Date Time

Seller \_\_\_\_\_ Laura Fierro \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Seller Date Time

It is Buyer's responsibility to undertake his/her own due diligence and verify the accuracy of the Property Disclosure Statement. Buyer is not relieved of this responsibility by virtue of delivery of this Statement to Buyer.

**BUYER**

Buyer acknowledges receipt of this Statement.

  
 Buyer \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Buyer Date Time

Buyer \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Buyer Date Time

**ALL FIELDS DETAIL**

*Exhibit 3*



|                     |                        |            |                         |      |
|---------------------|------------------------|------------|-------------------------|------|
| <b>MLS #</b>        | 811062                 | <b>165</b> | <b># Bedrooms</b>       | 3    |
| <b>Status</b>       | Active                 |            | <b># Baths</b>          | 2    |
| <b>Type</b>         | House                  |            | <b># Fireplaces</b>     | 1    |
| <b>Address</b>      | 2559 <u>BENZ</u> DRIVE |            | <b>Year Built</b>       | 1999 |
| <b>Address 2</b>    |                        |            | <b>Garage Capacity</b>  | 2    |
| <b>City</b>         | LAS CRUCES             |            | <b>Carport Capacity</b> | 2    |
| <b>State</b>        | NM                     |            |                         |      |
| <b>Zip</b>          | 88005                  |            |                         |      |
| <b>Area</b>         | Country Club           |            |                         |      |
| <b>Class</b>        | RESIDENTIAL            |            |                         |      |
| <b>Asking Price</b> | \$149,900              |            |                         |      |
| <b>Sale/Rent</b>    | For Sale               |            |                         |      |
| <b>IDX Include</b>  | Yes                    |            |                         |      |

**GENERAL**

|                              |                                    |                                  |  |
|------------------------------|------------------------------------|----------------------------------|--|
| <b>County</b>                | Dona Ana                           | <b>New Vs. Resale</b>            | Resale   |
| <b>Agent</b>                 | LANCE RANEY - CELL: (575) 312-5934 | <b>Listing Office 1</b>          | ASSIST-2-SELL BUYERS & SELLERS REALTY, L.L.C. - OFFICE: (575) 521-7355 |
| <b>Listing Agent 2</b>       |                                    | <b>Listing Office 2</b>          |  |
| <b>Entry Only Listing</b>    | No                                 | <b>Limited Service Listing</b>   | No   |
| <b>Code</b>                  | 2.5 V                              | <b>Listing Date</b>              | 2/1/2010   |
| <b>Expiration Date</b>       | 6/1/2010                           | <b>Owner</b>                     | Fierro   |
| <b>Phone Number</b>          |                                    | <b>Phone Type</b>                | Owner  |
| <b>Subdivision</b>           | Country Club Hights                | <b>Type of Structure</b>         | Site Built Home  |
| <b>Style</b>                 | Southwestern                       | <b>How to Show</b>               | Vac/LB   |
| <b>Alarm Activated</b>       | No                                 | <b>SQFT Source</b>               | Public Records   |
| <b>Appx House Sq Footage</b> | 1359                               | <b>Bedroom Size</b>              | 10x11, 11x11, 12x14  |
| <b>Kitchen Size</b>          | 9x10                               | <b>Living Room Size</b>          | 15x14  |
| <b>Dining Room Size</b>      | 9x10                               | <b>Family Room Size</b>          |  |
| <b>Age</b>                   | 11 to 20 years                     | <b>Garage Type</b>               | Attached   |
| <b>Carport Type</b>          | Slab                               | <b>Lot Size</b>                  | .0 to .24 AC   |
| <b>Actual Lot Size</b>       | 6534                               | <b>Actual Lot Size Source</b>    | Public Records   |
| <b>Impact Fees</b>           | No                                 | <b>Parcel ID</b>                 | 02-26496   |
| <b>Add Parcel ID</b>         |                                    | <b>Associated Document Count</b> | 0  |
| <b>Legal</b>                 | Lot 2, BLock 5                     | <b>Landscaping</b>               | Desert   |
| <b>Association/Condo Fee</b> | No                                 | <b>Earnest Money Payable To</b>  | Sierra Title   |
| <b>3rd Party Approval</b>    | No                                 | <b>Short Sale</b>                | No   |
| <b>Automated Valuation</b>   | Yes                                | <b>Blogging</b>                  | Yes  |
| <b>Court Approval</b>        | No                                 | <b>Builder</b>                   | Lawrence Fierro  |
| <b>Cumulative DOM</b>        | 108                                | <b>Cumulative DOMLS</b>          | 107  |
| <b>Search By Map</b>         |                                    | <b>Tax ID</b>                    |  |
| <b>Update Date</b>           | 3/11/2010                          | <b>Status Date</b>               | 2/2/2010   |
| <b>HotSheet Date</b>         | 2/2/2010                           | <b>Price Date</b>                | 2/2/2010   |
| <b>Input Date</b>            | 2/2/2010 6:09:00 PM                | <b>Off Market Date</b>           |  |
| <b>Original Price</b>        | \$149,900                          | <b>Contingency Remarks</b>       |  |
| <b>Bank Owned</b>            | No                                 | <b>Days On Market</b>            | 108  |
| <b>Price/Apx SQFT</b>        | \$110.30                           | <b>Days On MLS</b>               | 107  |

**FEATURES**

|   |   |   |   |
|---|---|---|---|
| <b>FENCE</b><br>Rock Wall   | <b>KITCHEN</b><br>Tile Floor<br>Built-In Dishwasher<br>Built-In Oven/Range<br>Cont. Clean<br>Electric Range<br>Garbage Disposal | <b>BATHROOMS/OTHER</b><br>Fireplace<br>With Full Bath | <b>WINDOWS</b><br>Double Pane                             |
| <b>POSSESSION</b><br>At Funding   | <b>MASTER BATHROOM</b><br>Double Sinks<br>Tile Floor<br>With Full Bath  | <b>LAUNDRY ROOM</b><br>Hall                           | <b>BASEMENT</b><br>None                                   |
| <b>LIVING ROOM</b><br>Blinds<br>Ceiling Fan<br>Fireplace<br>Tile          | <b>MASTER BEDROOM</b><br>Blinds<br>Ceiling Fan<br>Walk-In Closet<br>Carpet  | <b>INTERIOR FEATURES</b><br>Smoke Alarm               | <b>FLOORING/FOUNDATION</b><br>Concrete Slab               |
| <b>DINING ROOM</b><br>Blinds<br>Chandelier<br>Kitchen Combo<br>Tile Floor |   | <b>HEATING</b><br>Forced Air<br>Gas                   | <b>PORCH/PATIO/DECK</b><br>Covered Patio<br>Covered Porch |
|   |   | <b>COOLING</b><br>Evaporative Central                 | <b>CONSTRUCTION</b><br>Frame<br>Stucco                    |
|   |   | <b>WATER HEATER</b><br>Gas<br>One                     | <b>ROOF</b><br>Built-Up<br>Flat                           |
|   |   | <b>UTILITIES</b>                                      |   |

**FEATURES**

**BEDROOMS/OTHER**

Blinds  
Carpet  
Ceiling Fan

1 ~~6~~ Gas  
City Sewer  
City Water

**SOLD STATUS**

How Sold  
Buyer From Location  
Closing Date  
Selling Agent 1  
Selling Agent 2  
Sale Concessions

Buyer Profile  
Contract Date  
Sold Price  
Selling Office 1  
Selling Office 2

**CODE REMARKS**

Variable if sold by L/O

**DIRECTIONS**

Triviz to Bentley to Benz.

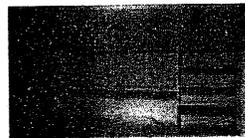
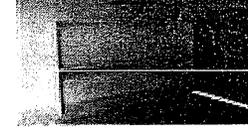
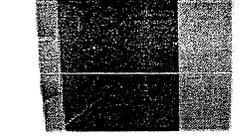
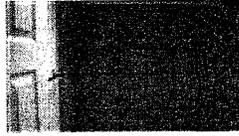
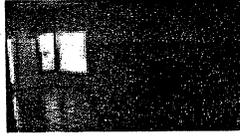
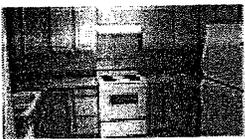
**REALTOR INFO**

2.5% variable if sold by L/O. Thanks for showing.

**PUBLIC INFO**

Wonderful 3 bedroom two bath home located off of Triviz. Lots of tile. Ceiling fans throughout. Great floor plan. Lots to see come take a look!

**ADDITIONAL PICTURES**



**DISCLAIMER**

This information was extracted from copyrighted compilations. It is believed reliable but not guaranteed. This data shall not be altered, reproduced, redistributed, sold, or otherwise copied without expressed written consent of MLIS or Listing Broker.

167

