

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

Thursday, August 16, 2018
Zia Board Room – Library
1:30 pm

AGENDA

- | | |
|--|-----------------|
| A. Welcome | Pat Chappelle |
| B. Adoption of Agenda | Pat Chappelle |
| C. Approval of Minutes of July 19, 2018 | Pat Chappelle |
| D. President's Report | Kelvin Sharp |
| E. New Business | |
| 1. Monthly Expenditure Reports | Dan Hardin |
| 2. Monthly Revenue Report | Dan Hardin |
| 3. Oil and Gas Revenue Report | Dan Hardin |
| 4. Schedule of Investments | Dan Hardin |
| 5. Quarterly Financial Action Report | Dan Hardin |
| 6. Consideration of Research & Public Service Projects (RPSP) Funding | Dan Hardin |
| 7. Consideration of Resolution of Appreciation and Acknowledgement
for the Pamela Waggoner Parkinson Memorial Scholarship | Scotty Holloman |
| 8. Consideration of the Transfer of the Eunice Property | Scotty Holloman |
| F. Public Comments | Pat Chappelle |
| G. Announcement of Next Meeting | Pat Chappelle |
| H. Closure of Open Meeting | Pat Chappelle |
| ▪ Discussion of Disposal of Real Estate – Del Norte Center
Pursuant to NMSA 1978, §10-15-1(H) (8) | |
| I. Reconvene Open Session | |
| 9. Consideration of Approval of Bid for the Del Norte Center
Real Estate Property Sale | Scotty Holloman |
| J. Adjournment | Pat Chappelle |

NEW MEXICO JUNIOR COLLEGE
Board Meeting
July 19, 2018
Minutes

The New Mexico Junior College Board met on Thursday, July 19, 2018, beginning at 1:30 p.m. in the Zia Room of Pannell Library. The following members were present: Ms. Patricia Chappelle, Madam Chair; Mr. Ron Black, Secretary; Mr. Travis Glenn; Mr. Manny Gomez; Mrs. Mary Lou Vinson; Ms. Evelyn Rising; and Mr. Hector Baeza.

Ms. Chappelle called the meeting to order and welcomed visitors and guests present: Kelly Farrell, Hobbs News-Sun.

Upon a motion by Mr. Glenn, seconded by Mr. Gomez, the agenda was unanimously adopted.

Upon a motion by Mr. Glenn, seconded by Mr. Baeza, the Board unanimously approved the minutes of June 21, 2018.

Under President's Report, Mrs. Kim Latimer, Program Planner – Continuing Education and Community Programs, provided updates of the Summer Youth College Camp and Classes that began in June and will end this week. She reported there were 260 registrations with students coming from various areas to include Long Beach, California and Houston, Texas. Of the 260 registrations, ninety one students signed up for one class, forty signed up for two classes, fifteen signed up for three classes, five signed up for four classes, one signed up for five classes, two signed up for six classes and one signed up for seven classes. Classes offered this summer included Young Chefs Cooking, Robotics, Hands on Science, Spanish, Black Rockets Computer Gaming, and Zumba. In addition, she stated two new classes, Spanish and Ready, Set, & Learn, were also offered this summer to students ranging from the ages of three to five. Mrs. Latimer further reported, due to low enrollment, camp classes scheduled for the end of July were cancelled.

Mr. Dale Gannaway and Mr. Gary Pankonien provided New Horizons Foundation updates. Mr. Gannaway reported the first water well test of the Hydro Tool had good results with positive data. He reported six additional oil wells are scheduled for testing next week with results from the wells to be matched up with the data from the computer modeling done at the Army Research Lab and the Design & Engineering Center in New

Jersey. Mr. Gannaway also reported the final prototype of the muffler, developed by a local manufacturer, is very close to completion.

Dr. Charley Carroll provided updates of the construction of the Allied Health Building. He reported construction is over 50% complete, is on schedule and is within budget. The scheduled completion date is December 7, 2018. He reported the roof and walls are up, the plumbing and electrical inspection have been completed in area A, and the floor pipe system entrenched to the central plant is complete with the trench to be covered by the first week of August. The Certificate of Occupancy is anticipated for the first week of December with the transition of inventory and furniture to follow. Dr. Carroll noted that Chuck Lowry, the HB Construction Superintendent, has extended an invitation to the Board to tour the facility in the near future.

Dr. Sharp shared the Higher Education in Southeast New Mexico presentation provided to the Legislative Finance Committee (LFC) Hearing, held in Carlsbad, New Mexico in June of 2018. Dr. Sharp provided significant discussion on various reports regarding NMJC's credit hour enrollment numbers, graduation rates, retention rates for fulltime students, the partnership with the New Mexico Public Schools, updates of the non-credit Workforce Training programs and the credit and non-credit Training for Jobs programs, the financial condition and the infrastructure condition of NMJC. In addition, Dr. Sharp provided information from the Higher Learning Commission's website showing NMJC as one of six institutions recommended to other institutions to model when preparing their affirmation.

Under New Business, Dr. Sharp presented Retirement Resolutions for Charles H. Adams for twenty years of service, Dr. Dennis G. Atherton for six years of service, Regina F. Choate for eight years of service, Donald B. Hancock for eleven years of service, Sandy G. Hardin for seventeen and three quarter years of service, Randy W. Johns for seventeen years of service, Kathleen F. Miller for twenty years of service, Ruth Wong for eleven years of service, and Dr. Yau-Sun Wong for fourteen years of service. Upon a motion by Mr. Glenn, seconded by Mr. Gomez, the Board unanimously approved the Retirement Resolutions as presented.

Mr. Dan Hardin presented the June 2018 financial reports. Upon a motion by Mr. Gomez, seconded by Mrs. Vinson, the Board unanimously approved the Expenditure Report for June 2018. In addition, the Revenue Report, Oil and Gas Revenue Report, and Schedule of Investments Report were reviewed.

Mr. Dan Hardin presented a consideration of upgrades to the track and field in preparation of hosting the May 2019 National NJCAA Outdoor Track Championship. He reported the \$600,000.00 allocated in capital projects at the April Board meeting would not be adequate funding to complete the upgrades necessary to host an event of this magnitude. Administration requests approval to move an additional \$1,000,000.00 to the \$600,000.00 allocated in the April Board meeting and approval to move forward with the requested upgrades. Upgrades include doubling the bleacher capacity, adding lighting to the track and field event area, purchase of a scoreboard, remodeling and adding additional restroom facilities, adding a concession area, adding a javelin throwing land, and a new storage building for track equipment. Mr. Glenn asked how many teams are expected to participate in the Nationals. Mr. Hardin responded approximately 700 athletes are anticipated to attend and further noted this does not include the coaches, trainers, fans, and family. Upon a motion by Mr. Gomez, seconded by Mr. Black, the Board unanimously approved the additional \$1,000,000.00 and approved moving forward with the upgrades requested.

Mr. JoeMike Gomez, Purchasing Coordinator, presented RFP Bid #119 – Purchase of Furniture for the Allied Health Building. The administration recommended acceptance of the bid from Workspace Dynamics in the amount of \$244,253.12. Mr. Manny Gomez asked for the budgeted amount for the purchase of equipment and furniture. Mr. Hardin responded the budgeted amount is approximately \$1,200,000.00/\$1,300,000.00. Upon a motion made by Mr. Gomez, seconded by Mr. Glenn, the Board unanimously approved the recommendation.

Ms. Chappelle called for comments from the public. There being none, the next regular board meeting was scheduled for Thursday, August 16, 2018 beginning at 1:30 pm.

Upon a motion by Mrs. Vinson, seconded by Mr. Gomez, the board meeting adjourned at 2:40 pm.

Pat Chappelle, Chair

Ron Black, Secretary

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: **New Mexico Junior College Board Members**
From: Dan Hardin
Date: August 10, 2018
RE: Expenditure and Revenue Reports for July 2018

July is the first month of the 2018/2019 fiscal year. The total expended and encumbered for the month and year to date for July was \$3,844,160.00. Purchase orders that were in place at the end of FY 18, were rolled over into FY 19. JoeMike Gomez, Purchasing Coordinator, also set up new purchase orders for FY 19 for the normal recurring monthly expenditures such as the utilities. It appears that large sums of funds were expended in the month of July, but a large portion of the amount expended is due to the encumbering of funds.

In current unrestricted funds for July, expenditures were \$1,968,952.00 for the month. Most of these expenses are the normal monthly payroll and benefit expenditures. As you can see as compared to FY 18 most areas track along with what was expended in July of last year. Internal Services (Computer Services, Motor Pool, & Document Center) have monthly credits posted to these departments. Just like in July of 2017 the credits were more than the expenditures.

Restricted funds expended \$351,697 for the month, most of which are normal expenditures for the grants along with student aid for the summer sessions. Year round pell began this summer of 2018, which appears to have increased the financial aid expenditures in July of 2018 as compared to July of 2017.

The expenditures in the plant funds are mainly the encumbrances for construction projects. The purchase orders for the construction of the Allied Health Building, Technology Upgrades, and Dorm Refurbishing projects make up the bulk of the 1,523,511.00.

The total year to date expenditures is \$3,844,160.00.

The Current Unrestricted Revenue generated in July 2018 was \$1,678,910.00. This consists of tuition and fees, the allocation from the State, Oil and Gas accrual of \$465,000.00 and auxiliary enterprises revenue. Registration for the FY 19 summer and fall semesters began in April, in August the deferred revenue from the tuition and fees will be posted. In FY 18 the deferred revenue was posted in July. The Oil and Gas revenue in July is also different because the Oil and Gas revenue received in July is

booked in the prior fiscal year, so we use the monthly accrual of \$465,000.00 for the Oil and Gas revenue in July. The Oil & Gas report is reporting the revenue that goes into FY 18. In July, the College received \$1,621,885.00 in Oil & Gas revenue for the month of April. There will be two more months of Oil & Gas revenue to be posted in FY 18.

The investment report shows no activity in the LGIP funds for the month of July with the ending balance remaining at \$14,593,127.00 and \$3,000,000.00 in Lea County State Bank CDARs. Total investments at the end of July is \$17,593,127.00.

At the end of July, the College had \$18,203,440.29 in designated capital projects.

Josh Morgan and other Business Office personnel have been working diligently to get the 17/18 fiscal year end closed and prepare for the upcoming audit. The auditors were on campus the week of July 23rd and they will be back on campus again the week of September 10th. Human Resources, Financial Aid, NMJC Foundation, and the Bookstore staff have also worked hard to provide information for the audit team. We appreciate these folks for their attention to detail and their professional and timely response to audit team questions.

This is the Financial Report for July 2018.

NEW MEXICO JUNIOR COLLEGE

Expenditure Report

July 2018

8% of Year Completed

Fund	2016-17			2017-18			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Budget	Current Expended or Encumbered	Expended or Encumbered	Percentage of Budget Expended
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Instruction	10,058,717	495,240	5%	10,219,294	431,816	431,816	4%
Academic Support	2,501,303	188,419	8%	2,656,318	169,527	169,527	6%
Student Services	1,990,627	153,253	8%	2,046,450	126,465	126,465	6%
Institutional Support	3,888,147	305,334	8%	4,317,093	323,027	323,027	7%
Operation & Maintenance of Plant	3,652,603	388,896	11%	3,731,780	388,998	388,998	10%
Subtotal - Instruction & General	22,091,397	1,531,142	7%	22,970,935	1,439,833	1,439,833	6%
Research	850,000	61,217	0%	850,000	85,181	85,181	10%
Public Service	0		0%	50,000	670	670	0%
Internal Service Departments	87,288	(7,110)	-8%	119,306	(5,686)	(5,686)	-5%
Student Aid	668,551	24,338	4%	685,880	41,511	41,511	6%
Auxiliary Enterprises	2,066,294	372,622	18%	2,125,946	357,845	357,845	17%
Athletics	1,270,979	36,721	3%	1,613,798	49,598	49,598	3%
Total Current Unrestricted Fund	27,034,509	2,018,930	7%	28,415,865	1,968,952	1,968,952	7%
CURRENT RESTRICTED FUND							
Grants	1,977,141	72,652	4%	881,787	45,252	45,252	5%
Student Aid	3,989,359	57,967	1%	4,188,219	306,445	306,445	7%
Total Current Restricted Fund	5,966,500	130,619	2%	5,070,006	351,697	351,697	7%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	9,723,989	996,636	10%	18,203,440	1,095,156	1,095,156	6%
Projects from State GOB Funds	3,960,000		0%	289,894	275,483	275,483	95%
Projects from State STB Funds	596,058		0%	114,064	114,064	114,064	100%
Projects from General Fund	0		0%				0%
Projects from Private Funds	0		0%				0%
Projects from State ER&R	332,720	22,954	7%	332,720	4,246	4,246	1%
Projects from State BR&R	597,281	3,648	1%	597,281	34,562	34,562	6%
Subtotal - Capital and BR&R	15,210,048	1,023,238	7%	19,537,400	1,523,511	1,523,511	8%
Debt Service							
Revenue Bonds	0	0	0%	0	0	0	0%
Total Plant Funds	15,210,048	1,023,238	7%	19,537,400	1,523,511	1,523,511	8%
GRAND TOTAL EXPENDITURES	48,211,057	3,172,787	7%	53,023,271	3,844,160	3,844,160	7%

NEW MEXICO JUNIOR COLLEGE
Revenue Report
July 2018

8% of Year Completed

Fund	2016-17			2017-18			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Budget	Current Revenue	Year-to-date Revenue	Percentage of Budget Received
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Tuition and Fees	3,812,000	1,354,741	36%	3,887,000	443,726	443,726	11%
State Appropriations	5,629,937	469,158	8%	5,805,900	478,259	478,259	8%
Advalorem Taxes - Oil and Gas	7,235,000	465,000	6%	7,235,000	465,000	465,000	6%
Advalorem Taxes - Property	7,700,000	0	0%	8,530,000			0%
Interest Income	10,000	0	0%	10,000			0%
Other Revenues	296,538	11,342	4%	320,476	5,711	5,711	2%
Subtotal - Instruction & General	24,683,475	2,300,241	9%	25,788,376	1,392,696	1,392,696	5%
Research	400,000	0	0%				0%
Public Service	0	0	0%				0%
Internal Service Departments	12,500		0%	12,500	576	576	5%
Auxiliary Enterprises	3,668,000	412,496	11%	2,615,000	248,297	248,297	9%
Athletics	448,100	37,382	8%	454,600	37,341	37,341	8%
Total Current Unrestricted	29,212,075	2,750,119	9%	28,870,476	1,678,910	1,678,910	6%
CURRENT RESTRICTED FUND							
Grants	1,977,141	74,007	4%	881,787	46,203	46,203	5%
Student Aid	3,989,359	63,187	2%	4,188,219	304,571	304,571	7%
Total Current Restricted	5,966,500	137,194	2%	5,070,006	350,774	350,774	7%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from State GOB Funds	3,960,000		0%	289,894			0%
Projects from State STB Funds	596,058	0	0%	114,064			0%
Projects from General Fund	0	0	0%				0%
Projects from Private Funds	0	0	0%				0%
Interest Income (LGIP)	25,000		0%	102,000	23,019	23,019	0%
Total Plant Funds	4,581,058	0	0%	505,958	23,019	23,019	5%
GRAND TOTAL REVENUES	39,759,633	2,887,313	7%	34,446,440	2,052,703	2,052,703	6%

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

June 2018

100% of Year Completed

		OIL		GAS		COMBINED		
Sales	Month of	Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2015-16 Original Budget	Variance Over (Under) Budget
	Distribution							
Actual	July	\$41.11	7,043,447	\$3.16	25,188,223	817,449	465,000	352,449
Actual	August	\$43.06	7,085,620	\$3.71	25,547,110	873,645	465,000	408,645
Actual	September	\$44.66	7,227,236	\$3.79	24,020,104	965,644	465,000	500,644
Actual	October	\$45.76	8,509,170	\$3.65	30,213,740	1,129,761	465,000	664,761
Actual	November	\$52.12	8,315,789	\$3.91	27,529,490	1,371,215	465,000	906,215
Actual	December	\$55.74	9,059,394	\$3.54	30,776,786	1,098,317	465,000	633,317
Actual	January	\$61.57	8,776,392	\$3.64	29,184,430	1,547,258	465,000	1,082,258
Actual	February	\$60.75	8,427,721	\$3.38	29,613,231	1,364,798	465,000	899,798
Actual	March	\$58.25	10,789,008	\$3.07	34,922,274	1,563,902	465,000	1,098,902
Actual	April	\$60.34	10,593,308	\$3.72	29,501,061	1,621,885	465,000	1,156,885
Accrual	May					465,000	465,000	0
Accrual	June					465,000	465,000	0
Y.T.D. Production Tax Revenue						13,283,874	5,580,000	7,703,874
Y.T.D. Equipment Tax Revenue						1,560,756	1,655,000	(94,244)
Total Year-to-Date Oil & Gas and Equipment Tax Revenue						<u>14,844,630</u>	<u>7,235,000</u>	<u>7,609,630</u>

Source: New Mexico Taxation and Revenue Department

NEW MEXICO JUNIOR COLLEGE

Schedule of Investments

July 2018

8% of Year Completed

Financial Institution	Amount Invested	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	14,593,127	7102-1348	1.907%	23,019
Plus deposits	0			
Less withdrawals	0			
Total LGIP investments	14,593,127			23,019
Lea County State Bank CDAR	3,000,000		1.76%	

Capital Project	7/31/2018
Vehicles	186,615.56
Campus Master Plan	60,000.00
Technology Upgrade	488,347.08
JASI	21,912.62
WHM South Gallery	266,594.43
Baseball Field	12,134.36
Rodeo Arena	187,188.52
Infrastructure	660,000.00
Luminis Software	2,993.00
Landscaping	143,488.29
Smart Classrooms	69,760.12
Campus Signage	113,228.90
Dorm/Apartment Refurbish	81,125.43
Campus Construction	146,698.25
Oil & Gas Training	143,888.70
Public Sector	9,227.00
Campus Security	104,832.98
Lumens Software-Distance Learnng	5,000.00
Copier Replacement	60,274.00
Non-Recurring Compensation	652,169.10
Athletics	5,534.03
Student Life Programming	20,432.28
Succession Plan	52,014.15
WHM Exhibits	56,303.47
Track Upgrades	1,694,858.72
Driving Range Upgrades	500,000.00
McLean Hall Renovations	750,000.00
Cafeteria Upgrade	145,744.46
Channel 19 Upgrade	8,115.71
FERPA & Title IX	5,610.68
Equestrian Center	3,000,000.00
Bob Moran Upgrades	46,945.64
Turf Replacement	82,781.47
HVAC Software-Central Plant	200,000.00
Busing Support for Recruiting	5,872.30
HED Faculty Development	7,504.87
Caster Upgrades	2,500,000.00
Allied Health	5,704,302.95
Workforce Training Contingency	1,941.22
Total	18,203,440.29

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

5317 Lovington Highway
Hobbs, NM 88240
Phone: (575) 492-2770
Fax: (575) 492-2768

To: Board Members
From: Dan Hardin
RE: Quarterly Financial Action Report
Date: August 16, 2018

To comply with the HED (Higher Education Department) mandate that each College Board approve a quarterly financial action statement, attached is the Quarterly Action Statement for the quarter ending on June 30, 2018. This disclosure notifies you as the NMJC Board as well as the HED to any financial problems that might not be evident with an income and expense report. The College has made all required payments, payroll, and scheduled payments to vendors. Please approve the Quarterly Financial Action Report as of June 30, 2018.

Respectfully,



Dan Hardin

QUARTERLY FINANCIAL ACTION REPORT

Fiscal Year 18

Today's Date: 8-16-2018

Period (check one)

1st quarter _____ 2nd quarter _____ 3rd quarter _____ 4th quarter X

Institution: New Mexico Junior College

DURING THE TIME PERIOD COVERED BY THIS REPORT, DID YOUR INSTITUTION:

(1) Request an advance of state subsidy? Yes: _____ No: X

(2) Fail to make its required payments, as scheduled, to appropriate retirement system(s)?

Yes: _____ No: X

(3) Fail to make its payroll payments, as scheduled?

Yes: _____ No: X

(4) Fail to make its scheduled debt service payments?

Yes: _____ No: X

(5) Fail to make payments to vendors, as scheduled, due to a cash deficiency or a substantial deficiency in the payment processing system?

Yes: _____ No: X

(6) Relative to its original budget for the fiscal year, experience any actual or anticipate any projected financial changes (such as unbudgeted decreases in revenues or unbudgeted increases in expenditures) that will result in a substantially reduced year-end fund balance or larger deficit this fiscal year?

Yes: _____ No: X

If the answer to any of the above is "Yes," please describe in a separate document: (i) the reason for the occurrence, (ii) the actions taken by your institution to resolve this particular occurrence, and (iii) the actions taken by your institution to prevent events such as this from occurring again.

In addition, if the answer to number 6 is "Yes," please describe in a separate document the nature of the financial changes and describe and assess the impact that the changes will have on your institution's planned year-end financial position.

New Mexico Higher Education Department
Institutional Finance Division
Quarterly Financial Certification Template

Please complete and sign the following certification form and submit with Quarterly Financial Action Report.

I certify that I believe the information provided in the attached (a) Financial Action Report, for the:

1st _____ 2nd _____ 3rd _____ 4th X Quarter, FY 18

is correct as of the date indicated below, and that

New Mexico Junior College

has a functioning financial accounting system that captures assets, liabilities, revenues, and expenditures on a timely basis, and the Governing Board receives timely notification of any significant actual or projected variances between budgeted and actual revenues and expenditures.

Pat Chappelle Board Chair

Dr. Kelvin Sharp President



Dan Hardin Vice President for Finance

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

5317 Lovington Highway
Hobbs, NM 88240
Phone: (575)492-2770
Fax: (575)492-2768

To: New Mexico Junior College Board members
From: Dan Hardin
RE: RPSP
Date: August 16, 2018

Board members,

Each year New Mexico Junior College submits the renewal request of the Research & Public Service Projects (RPSP) for the coming fiscal year. The requested RPSP projects for fiscal year 2020 are as follows:

Athletics	\$483,400.00
Oil & Gas Training Center	\$176,200.00
Nurse Education	\$ 308,200.00
Lea County Distance Education Consortium	\$ 29,900.00

Today, the administration is asking for your approval to continue to request the RPSP funding from the State of New Mexico Higher Education Department. The first RPSP request is for Athletics in the amount of \$483,400.00, next is Oil & Gas Training in the amount of \$176,200.00, the Nursing Expansion program in the amount of \$308,200.00, and lastly the request is for the Lea County Distance Education Consortium for \$29,900.00. We are asking that the HED restore the RPSP funding to the FY 16 funding level. Total RPSP funding in FY 19 is \$926,637, in FY 16 the funding level was \$997,700.00 a difference of \$71,063.00.

Respectfully,



Dan Hardin

NEW MEXICO HIGHER EDUCATION DEPARTMENT
Research & Public Service Project (RPSP) and other Funding Requests
FY 2020

Print, sign, and submit packet to NMHED per instructions by 9/14/18

Institution: New Mexico Junior College

Primary Contact Name and Title: Dan Hardin Vice President for Finance

Phone: 575 492 2770

Email: dhardin@nmjc.edu

Governing Board Signature: _____ **Date:** 08/16/18

Institutional Rank (priority)	Program/Project Title	Request in FY 20	New Program (X)
--------------------------------------	------------------------------	-------------------------	------------------------

1	Athletics	483,400.00	
2	Oil & Gas Training	176,200.00	
3	Nurse Education	308,200.00	
4	Lea County Distance Education Consortium	29,900.00	
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total Funding Request		\$ 997,700.00	0

Please insert additional rows as necessary.

NEW MEXICO JUNIOR COLLEGE
RESOLUTION NO. 2018-004
RESOLUTION OF ACKNOWLEDGMENT AND APPRECIATION
PAM WAGGONER PARKINSON

WHEREAS, Pam Waggoner Parkinson's passion for caring caused her to enroll and graduate from New Mexico Junior College in the nursing program, while at New Mexico Junior College she received a full academic scholarship; and

WHEREAS, Pam Waggoner Parkinson's passions were to help others and provide quality, personal medical treatment for people in Lea County; and

WHEREAS, Pam Waggoner Parkinson was a successful healthcare provider and businesswoman, being a business partner with Dr. Alan Hurt in American Medical Group; and

WHEREAS, Pam Waggoner Parkinson died May 15, 2018; and

WHEREAS, Tommy Parkinson, husband of Pam Waggoner Parkinson and Dr. Alan Hurt, wanted to leave a legacy in her name, to help students wishing to enter the nursing field; and

WHEREAS, a combined gift of \$105,000 (\$100,000 endowed and \$5,000 which is not endowed) was given to New Mexico Junior College Foundation, to provide scholarships for nursing students; and

WHEREAS, the scholarship will be called the "Pamela Sue Parkinson Memorial Scholarship."

NOW, THEREFORE, BE IT RESOLVED, that the Board of New Mexico Junior College conveys their condolences to the family and friends of Pam Waggoner Parkinson on her death; and

BE IT FURTHER RESOLVED, that the Board of New Mexico Junior College, expresses its deep appreciation and gratitude for the generous donation made in the name and memory of Pam Waggoner Parkinson; and

BE IT FURTHER RESOLVED, that because of this gift, many nursing students will be benefitted for years to come and the name of Pam Waggoner Parkinson will live on in the healthcare profession.

Passed by the Board of New Mexico Junior College this 16th day of August, 2018.

New Mexico Junior College Board

Patricia Chappelle, Chair

Ron Black, Secretary

Travis Glenn, Member

Manny Gomez, Member

Mary Lou Vinson, Member

Evelyn Rising, Member

Hector Baeza, Member

NEW MEXICO JUNIOR COLLEGE

RESOLUTION NO. 2018-003

DECLARATION OF SURPLUS PROPERTY AND
APPROVAL OF DISPOSITION

WHEREAS, New Mexico Junior College (“NMJC”) owns the building and improvements located at 1710 Avenue J, Eunice, New Mexico, such building being approximately 2400 square feet (“Building”). The Building was constructed in 1990 at the cost of approximately \$31,000.00 with a contribution from the Burlington Foundation; and

WHEREAS, the Eunice Public Schools owns the land where the Building was constructed and is located such land being more fully described as Lots 7 and 8 of Block 1 Unit 1 of the West Eunice Addition to the City of Eunice, Lea County, New Mexico (“Real Property”); and

WHEREAS, NMJC owns certain personal property located in the Building, including, 1 magazine rack, 46 chairs, 30 tables, a television and television cart (“Personal Property”); and

WHEREAS, NMJC no longer uses the Building or the Personal Property, except in limited circumstances; and

WHEREAS, NMJC desires to transfer and donate the ownership of the Building and Personal Property to the Eunice Public Schools; and

WHEREAS, the Eunice Public Schools has a use for the Building and Personal Property and the Eunice Public Schools desires to accept the donation and transfer of the Building and Personal Property; and

WHEREAS, the transfer of the Building and Personal Property would be a transfer from one governmental entity to another governmental entity.

NOW, THEREFORE, BE IT RESOLVED that the Building and Personal Property are declared to be surplus.

BE IT FURTHER RESOLVED, that the Building, Personal Property and any interest NMJC has in the Real Property be transferred to the Eunice Public Schools

in accordance with the Agreement to Donate Property, a copy of which is attached as Exhibit “A” attached hereto and incorporated herein by reference as if set out in full (“Agreement to Donate Property”).

BE IT FURTHER RESOLVED, that the President of NMJC is authorized and directed to submit the Agreement to Donate Property to the State Board of Finance for Approval, along with such other documents as may be required by the State Board of Finance in order to secure its approval in accordance with state law. The President is further directed to take such other actions consistent with the intent of this Resolution to complete the donation of the Building, the Personal Property and NMJC’s interest in the Real Property to Eunice Public Schools.

BE IT FURTHER RESOLVED, following receipt of the approval of the State Board of Finance, the President shall be authorized, and the Board hereby delegates to the President the authority to execute and deliver on behalf of NMJC, the Agreement to Donate Property with any revisions thereto that the State Board of Finance may require or that the Superintendent determines is necessary or appropriate in order to permit the parties to proceed to a closing of the donation of the Building, the Personal Property and the interest of NMJC in the Real Property.

BE IT FURTHER RESOLVED, that the President of NMJC is authorized to sign any and all bills of sale, quitclaim deeds, closing statements or other documents reasonably necessary to transfer the Building, the Personal Property and NMJC’s interest in the Real Property to the Eunice Public Schools.

Passed by the Board of New Mexico Junior College this _____day of August, 2018.

New Mexico Junior College Board

Patricia Chappelle, Chair

Ron Black, Secretary

Travis Glenn, Member

Manny Gomez, Member

Mary Lou Vinson, Member

Evelyn Rising, Member

Hector Baeza, Member

Exhibit "A"

AGREEMENT TO DONATE PROPERTY

THIS AGREEMENT is entered into on this ___ day of _____, 2018 by and between New Mexico Junior College ("NMJC") and Eunice Public Schools ("Eunice").

WHEREAS, NMJC owns the building and improvements located at 1710 Avenue J, Eunice, New Mexico, such building being approximately 2400 square feet ("Building"). The Building was constructed in 1990 at the cost of approximately \$31,000.00 with a contribution from the Burlington Foundation; and

WHEREAS, Eunice owns the land where the Building was constructed and is located, such land being more fully described as Lots 7 and 8 of Block 1 Unit 1 of the West Eunice Addition to the City of Eunice, Lea County, New Mexico ("Real Property"); and

WHEREAS, NMJC owns certain personal property located in the Building, including, 1 magazine rack, 46 chairs, 30 tables, a television and television cart ("Personal Property"); and

WHEREAS, NMJC no longer uses the Building or the Personal Property, except in limited circumstances; and

WHEREAS, NMJC desires to transfer and donate the ownership of the Building and Personal Property to Eunice; and

WHEREAS, Eunice has a use for the Building and Personal Property and Eunice desires to accept the donation and transfer of the Building and Personal Property; and

WHEREAS, the transfer of the Building and Personal Property would be a transfer from one governmental entity to another governmental entity.

NOW THEREFORE, NMJC agrees to transfer and donate the Building and Property and its interest in the Real Property to Eunice for Eunice's own use and Eunice agrees to accept the same.

NMJC's donation of the Building, Real Property and Personal Property to Eunice is subject to the approval of the New Mexico State Board of Finance.

NEW MEXICO JUNIOR COLLEGE

EUNICE PUBLIC SCHOOLS

Kelvin Sharp, President

Dwain Haynes, Superintendent

Approved:
New Mexico State Board of Finance

QUITCLAIM DEED AND BILL OF SALE

New Mexico Junior College (“Grantor”) quitclaims to Eunice Public Schools (“Grantee”), whose address is 1720 Avenue K, Eunice, New Mexico 88231, the following described real property situated in Lea County, New Mexico, to-wit (“Real Property”):

Lots 7 and 8 of Block 1 Unit 1 of the West Eunice Addition to the City of Eunice, Lea County, New Mexico having a common address of 1710 Avenue J, Eunice, New Mexico

The building and improvements, such building being approximately 2400 square feet (“Building”).

Grantor further quitclaims, sells, transfers, assigns and conveys to Grantee, the following described personal property:

The personal property located in the Building, including, 1 magazine rack, 46 chairs, 30 tables, a television and television cart.

ALL REAL AND PERSONAL PROPERTY AND IMPROVEMENTS ARE TRANSFERRED AND CONVEYED WITHOUT ANY WARRANTY OF TITLE AND WITHOUT THE WARRANTY OF MERCHANTABILITY AND WITHOUT THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH PROPERTY IS TRANSFERRED “AS IS, WHERE IS” CONDITION.

DATED this ____ day of _____, 2018.

NEW MEXICO JUNIOR COLLEGE

By: _____

Kelvin Sharp
President

STATE OF NEW MEXICO)

:ss

COUNTY OF LEA)

This instrument was acknowledged before me this ____ day of _____, 2018, by Kelvin Sharp, President of New Mexico Junior College.

NOTARY PUBLIC

My Commission Expires: _____

NEW MEXICO JUNIOR COLLEGE

RESOLUTION NO. 2018-005

DECLARATION OF SURPLUS PROPERTY AND
APPROVAL OF DISPOSITION

This Resolution is adopted this 16th day of August, 2018 by the Board of New Mexico Junior College ("NMJC Board") at a duly called NMJC Board meeting convened in accordance with the Open Meetings Act.

WHEREAS, New Mexico Junior College ("NMJC") owns real property, commonly known as the NMJC Del Norte Fitness Center located at 1503 W. Calle Sur St., Hobbs, New Mexico as more particularly described on Exhibit "A" with certain improvements thereon ("Del Norte Property"); and

WHEREAS, NMJC has contributed and continues to contribute funds to the Center of Recreational Excellence ("CORE") located at 4827 N Lovington Hwy, Hobbs, NM 88240; and

WHEREAS, as a result of ownership of a portion of the CORE and the ability to use the CORE, NMJC no longer has a use for the Del Norte Property. The Del Norte Property constitutes a drain on the resources of NMJC and NMJC has been encouraged by the New Mexico Higher Education Department to close "satellite" operations/campuses such as the Del Norte Property; and

WHEREAS, NMJC had the Del Norte Property appraised and such appraisal was determined to be appropriate and in compliance with applicable stated requirements and standards by the New Mexico Taxation and Revenue Department as shown by letter and Memorandum dated May 1, 2018 from the New Mexico Taxation and Revenue Department addressed to Dan Hardin, Vice President of Finance for New Mexico Junior College; and

WHEREAS, NMJC has publicly advertised the Del Norte Property for sale and has solicited bids for the sale of the Del Norte Property under ITB 1087 Sale Del Norte Fitness Center ("Bid Package"); and

WHEREAS, _____ was the highest and best bidder to purchase the Del Norte Property ("High Bidder") for _____

("Proposed Purchase Price") as set forth the bid sheet submitted by the High Bidder, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference as if set out in full; and

WHEREAS, the High Bidder has signed the Real Estate Purchase Agreement as required by the Bid Package, such signed Real Estate Purchase Agreement is attached hereto as Exhibit "C" and incorporated herein by reference as if set out in full ("Purchase Agreement"), the Purchase Agreement is subject to approval of the NMJC Board and subject to and conditioned upon approval of the State of New Mexico Department of Finance and Administration Board of Finance ("State Board of Finance").

NOW, THEREFORE, be it resolved by the NMJC Board as follows:

1. The NMJC Board determines that it is in the best interest of New Mexico Junior College to sell the Del Norte Property to the High Bidder for the Proposed Purchase Price as described in the Purchase Agreement. The Purchase Agreement selling the Del Norte Property to the High Bidder for the Proposed Purchase Price is hereby approved.

2. The NMJC Board has determined that the amount of the Proposed Purchase Price is in excess of the appraised value of the Del Norte Property and the Proposed Purchase Price is fair value for the Del Norte Property.

3. The President of NMJC is authorized and directed to submit the Purchase Agreement to the State Board of Finance for approval, along with such other documents as may be required by the State Board of Finance in order to secure its approval in accordance with state law. The President is further directed to take such other actions consistent with the intent of this Resolution to complete the sale of the Del Norte Property to the High Bidder.

4. Following receipt of the approval of the State Board of Finance the President shall be authorized, and the NMJC Board hereby delegates to the President the authority to execute and deliver on behalf of the NMJC Board the Purchase Agreement with any revisions thereto that the State Board of Finance may require or that the President determines is necessary or appropriate in order to permit the parties to proceed to a closing of a sale and purchase of real property, provided that any revisions of the Purchase Agreement or other requirements for proceeding with the closing mandated by the State Board of Finance or directed by the President are approved by NMJC's attorneys. The President of NMJC is further authorized and

the Board expressly delegates to the President the authority to execute and deliver on behalf of the NMJC Board such other documents and instruments as are necessary to close the sale of the real property, including without limitation, the execution and recording of the Quitclaim Deed, the form of which is attached to the Purchase Agreement, conveying the Del Norte Property to the High Bidder and such other closing documents as may be necessary to complete such closing.

5. This Resolution shall be in full force and effect immediately upon passage and approval by the NMJC Board.

ADOPTED by the Board of New Mexico Junior College as follows:

New Mexico Junior College Board

Patricia Chappelle, Chair

Ron Black, Secretary

Travis Glenn, Member

Manny Gomez, Member

Mary Lou Vinson, Member

Evelyn Rising, Member

Hector Baeza, Member

EXHIBIT "A"
DESCRIPTION OF DEL NORTE REAL PROPERTY

For Surface Title Only:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4SW/4) of Section 16, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point which lies N00°13'15"W, 1298.35 feet and S89°52'15"W, 2642.59 feet from the Southeast corner of said Section 16; thence S00°15'E, 245.0 feet; thence S89°52'15"W, 245.0 feet; thence N00°15'W, 245.0 feet; thence N89°52'15"E, 245.0 feet to the point of beginning, subject to a 25-foot utility easement on, over, and under the East 25 feet thereof and a roadway easement on, over and along the West 21.7 feet thereof.

EXHIBIT "B"
BID SHEET SUBMITTED BY HIGH BIDDER

EXHIBIT "C"
REAL ESTATE PURCHASE AGREEMENT

**NEW MEXICO JUNIOR COLLEGE
INVITATION TO BID (ITB)
(REAL PROPERTY BID PACKAGE)
SALE OF DEL NORTE FITNESS CENTER
LOCATED AT 1503 W. CALLE SUR, HOBBS, NEW MEXICO**

ITB NO.: 1087

**BIDS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN:**

August 14, 2018 by 5:00 p.m. (local time)

at

New Mexico Junior College

1 Thunderbird Circle

Hobbs, New Mexico 88240

Business Office

Attn: JoeMike Gomez, Coordinator of Purchasing

Ref: ITB 1087 Sale Del Norte Fitness Center

SOLICITATION SCHEDULE

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Date & Time
ITB released and posted	August 2, 2018
Bid Submittal Due Date ("Bid Deadline")	August 14, 2018 by 5:00 pm (local time)
Anticipated NMJC Board Recommendation and Approval	August 16, 2018
Anticipated State of New Mexico Department of Finance and Administration Board of Finance Approval	September 18, 2018

NOTE: New Mexico Junior College reserves the right to revise this schedule.

Section 1 — Bid Overview

1. Property Overview

New Mexico Junior College (“NMJC” or “College”) is interested in soliciting bids for the sale of an improved parcel of real property more fully described on Attachment No. 1 to this ITB (“Property”). The Property is physically located at 1503 W. Calle Sur, Hobbs, New Mexico 88240, in Lea County, New Mexico.

The Property is being sold by sealed bid in accordance with applicable statutes by which governmental entities may sell real property. NMJC intends to sell the entire Property and will not consider an arrangement by which it retains any interest in the Property, participates in any development of the Property, or otherwise has any post-closing obligations. The College will not consider financing the purchase of the Property and will accept only cash or other good funds at Closing.

THE COLLEGE RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE ANY AND ALL PERSONAL PROPERTY LOCATED IN, ON OR AROUND THE PROPERTY. SPECIFICALLY, CERTAIN EXERCISE EQUIPMENT MAY BE REMOVED PRIOR TO CLOSING OF THE SALE OF THE PROPERTY.

2. Restrictions on Property and Sale

The Property is subject to encumbrances as described in instruments recorded in the Records of Lea County, New Mexico.

The Property will be conveyed by the College subject to all matters filed of record in the real property records of Lea County, New Mexico except for any that may be cured by the prospective buyer or agreed to be cured by NMJC prior to Closing as set forth in the Agreement that may be awarded under this ITB. For purposes of this ITB, the term “Agreement” as used herein means the Real Estate Purchase Agreement in substantially the form as attached to this ITB as Attachment No. 2 (“Agreement”) to be signed by the bidder as part of his/her/its Bid Response and may be countersigned by NMJC if the bid is accepted by the NMJC Board (“Board”).

3. Title Commitment

The College has obtained a title commitment for the Property with a File Number 18-444 issued on March 22, 2018 and underwritten by First American Title (“Title Commitment”). A copy of the Title Commitment is attached to this ITB as Attachment No. 3. The selected bidder, if any, who is awarded the Agreement under this ITB (“Buyer”) who wishes to obtain an updated Title Commitment, including copies of the documents referenced in Schedule B of the Title Commitment, must do so within the time period set forth in the Agreement. Buyer shall have a right to object to matters shown by the Title

shown by the Title Commitment as set forth in the Agreement. Buyer also may purchase a title policy under the Title Commitment at Buyer's sole expense.

4. Appraisal

NMJC has had an appraisal performed of the Property, a copy of which is attached hereto as Attachment No. 4. NMJC makes no warranties or representations regarding such appraisal. Such appraisal is provided as a convenience only to potential buyers of the Property.

5. "As Is Sale" Disclaimer of Warranties

THE PROPERTY WILL BE SOLD IN AS-IS, WHERE-IS CONDITION. NMJC MAKES NO AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES ABOUT THE PROPERTY AND/OR THE INFORMATION CONTAINED IN THIS ITB. The Agreement and deed will contain an "as is" clause and disclaimer of all warranties. The information contained in this ITB and any document from NMJC or any third party provided as a part of this ITB is based upon data supplied by sources deemed reliable but is subject to errors and omissions and is not in any way warranted by NMJC or any employee or agent of NMJC.

6. Inspection Period

All inspections of the Property must be completed prior to submission of a bid. To arrange for any inspection of the Property, bidders should contact JoeMike Gomez, Purchasing Coordinator, NMJC at jgomez@nmjc.edu or telephone number (575)492-2774. Inspections may require execution of a hold harmless agreement whereby the bidder will hold NMJC harmless from any damages or expenses incurred as result of an inspection. ALL INSPECTIONS OF THE PROPERTY MUST BE COMPLETED BEFORE A BID IS SUBMITTED, THE AGREEMENT DOES NOT ALLOW FOR ADDITIONAL INSPECTIONS AFTER SUBMITTAL OF BIDS OR AFTER AN AWARD OF THE BID.

7. ITB Not an Offer; Agreement Approval Required

THIS ITB CONSTITUTES AN INVITATION FOR BIDS ONLY, WHICH MAY OR MAY NOT RESULT IN A SALE OR AGREEMENT TO SELL, AND DOES NOT SERVE AS A LEGAL OFFER BY NMJC UNDER CONTRACT LAW. THE SUBMISSION OF A BID TO THE COLLEGE CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT NMJC MAY OR MAY NOT ACCEPT. THE BID OFFER AND RESPONSE SUBMITTED TO NMJC PURSUANT TO THIS ITB MAY CREATE LEGAL OBLIGATIONS ON THE BIDDER. A BIDDER IS ADVISED TO HAVE AN ATTORNEY REVIEW THIS ITB, THE AGREEMENT, AND THE BIDDER'S OFFER TO PURCHASE TO ADVISE THE BIDDER AS TO THE EFFECTS THEREOF.

This ITB does not obligate NMJC to award an Agreement or pay any costs incurred by a prospective buyer or bidder in the preparation and submittal of a bid. If a bid is awarded the bidder and the resulting Agreement, if any, will be submitted for consideration and approval to the Board and if approved by the Board, the resulting Agreement, if any, will be submitted for consideration and approval to the State of New Mexico Department of Finance and Administration Board of Finance. NMJC reserves the right to amend any terms of a resulting Agreement, if any, (other than the bidder and the purchase price). NO AGREEMENT SHALL BE ENFORCEABLE AGAINST NMJC UNLESS IT IS ON THE FORM OF ATTACHMENT NO. 2 TO THIS ITB, SIGNED BY BOTH NMJC AND THE BIDDER AND APPROVED BY THE BOARD AND APPROVED BY THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION BOARD OF FINANCE.

8. Waiver

BY SUBMITTING A BID OR OFFER, BIDDER AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST NMJC AND ITS BOARD, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, INVITATION TO BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID OR OFFER; (4) WAIVER BY NMJC OF ANY NON-MATERIAL BID DEFECT OR TECHNICALITIES IN THE BID PACKAGE OR ANY BID OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED BIDS OR OFFERS; (6) WAIVER BY NMJC OF ANY IRREGULARITY OR IRREGULARITIES IN THE BIDDING PROCESS; AND/OR (7) THE AWARD OF OR FAILURE TO AWARD An AGREEMENT, IF ANY.

9. Right of Withdrawal of ITB. NMJC RESERVES THE RIGHT TO WITHDRAW THIS ITB AND THE PROPERTY FROM SALE AT ANY TIME AND FOR ANY REASON.

10. Amendments to the ITB; Questions regarding the ITB

NMJC reserves the right to issue such clarifications, modifications, and/or amendments to this ITB as deemed appropriate.

It is the sole responsibility of the bidder to routinely check the NMJC website and verify

issuance of amendments and/or responses to questions or interpretations of the ITB and to ensure receipt thereof.

NMJC requests that all contact and questions regarding this ITB be submitted to JoeMike Gomez, Coordinator of Purchasing Email: jgomez@nmjc.edu.

11. Public Information

If a bidder believes that any information that it intends to include in its bid would contain commercial or other information that is privileged or confidential by statute or that the bidder believes may cause substantial competitive harm to the bidder's business if disclosed by the College to a third-party even after the award, the bidder should mark that in its bid and the bidder may be entitled to protect this information at the time the request is made for disclosure. However, NMJC cannot guarantee that any such information is protected from disclosure and the bidder would need to consult with its legal counsel to assure that this kind of information would be protected from disclosure. Wholesale marking of the entire bid as "Confidential" or "Proprietary" will not be effective.

12. Bid Instructions

Respondents should exercise particular care in reviewing the requirements for the Bid Response and selection criteria set forth in this ITB. The following information is provided to explain the sale process and requirements to submit an eligible bid for the Property. What constitutes an eligible bid is further described in Section 12 of this ITB. **In submitting a Bid Response (as hereinafter defined), a bid shall be prepared on forms furnished by NMJC or as otherwise set forth herein and each document shall be manually signed by an authorized official of the company or individual submitting the bid, which person shall have the authority to bind the person or company.**

The **bid response package** to be submitted to NMJC under this ITB shall consist of and each bidder **shall complete and submit as a part of the bid response all of the items enumerated and described in Sections 12 (a), 12(b) and 12 (c) below and signed where indicated on the forms:**

- a. Bid Response Form (Attachment No. 5), completed, signed, and notarized;
- b. Completed and signed Real Estate Purchase Agreement ("Agreement") (Attachment No. 2), which is a part of the Bid Response/offer by the bidder, with the following sections of the Agreement filled in and completed by the bidder:
 - i. In the first paragraph, fill in the official legal name of the buyer and type of entity and state or organization;

- ii. Paragraph 3 — insert the amount of the Purchase Price offered;
 - iii. Insert the buyer's name, address, and other requested contact information in Paragraph 20 of the Agreement;
 - iv. On the signature page of the Agreement — Fill in name of the bidder after "Buyer"; fill in any additional information (e.g. if limited partnership, name of general partner); **sign** the Agreement on the line below the "Buyer" entity name(s); and below the signature, print the name and title of person signing.
- c. Submit as a part of the Bid Response a check for the amount of the earnest money under this ITB, which is Ten Percent of the Purchase Price Offered (“Earnest Money”). The Earnest Money check is to be in good funds and made payable to NMJC and should note the ITB number in the memo section or elsewhere on the check.

All of the above items, as described in Section 12 (a), 12(b) and 12 (c), completed and signed where indicated, ("Bid Response") must be contained in the bidder's submittal in order for the response to be considered eligible.

Bidders shall deliver one (1) completed original sealed Bid Response package for the purchase of the Property as follows:

New Mexico Junior College
1 Thunderbird Circle
Hobbs, New Mexico 88240
Business Office
Attn: JoeMike Gomez, Coordinator of Purchasing

Bids submitted via e-mail or facsimile (fax) will not be accepted by NMJC.

Bids received after the Bid Deadline (see page 2 of this ITB) or received at the College in a location other than the location noted above will not be considered for award and shall be returned unopened to the bidder. The time/date stamp clock used by the College for submitted responses shall be the official time of receipt of the submittal.

Bidders are responsible for making certain his/her/its Bid Response is delivered to the location noted above by the Bid Deadline. If a Bid Response package is misplaced due to an

insufficient address, NMJC will bear no responsibility for the loss and will not accept the Bid Response after the Bid Deadline if it is found,

Bidders may not withdraw a bid once submitted and all bids submitted by a prospective buyer must remain open and valid for ninety (90) days after the Bid Deadline.

13. Selection Process; Bid Award.

Bid Response Must be in Substantial Compliance; Eligible Bids. To be eligible to be considered, the Bid Response must comply with the requirements of this ITB in all materials respects. Bid Responses that do not materially conform to bid requirements may be disqualified from consideration.

Additional Conditions for Eligible Bids

If a bidder is awarded an Agreement, the bidder must have adequate financial resources to purchase the Property at Closing (as defined in the Agreement) or will have obtained such resources prior to closing under the Agreement. The College will not consider financing the purchase of the Property and will accept only cash or other good funds at Closing.

The bidder must be able to close on the Closing Date contained in the Agreement (unless otherwise agreed by the College), and otherwise be able to perform under the Agreement for purchase of the Property.

Review of Bid Responses. All Bid Responses will be reviewed to determine conformity with the bid requirements. No final determination of the winning bid will be made until a thorough review of all bids is conducted and completed and all other conditions for the proposed awardee reviewed. The final selection of the highest bidder who has submitted an eligible bid and satisfied all the conditions in this ITB will be subject to approval by the Board. If the highest bidder is approved by the Board, the highest bidder will be subject to approval by the State of New Mexico Department of Finance and Administration Board of Finance.

Waiver of Minor, Non-Material Technicalities. Notwithstanding anything contained in this ITB, NMJC reserves the right to waive minor, non-material technicalities in a Bid Response so long as such technicality does not relate to the amount of the Purchase Price bid or the terms of the Agreement, and does not put any other bidder at a disadvantage or otherwise adversely affect the bid process.

Board Approval. The NMJC administration will make a recommendation to the Board based on the highest eligible bid that meets selection criteria described in this Section 13 and has met all the conditions set forth herein. The NMJC Board will determine whether to

award a Agreement under this ITB.

Award of Agreement Selection Criteria. The Agreement, if awarded, will be made to the bidder with the highest bid (Purchase Price amount for the Property) whose Bid Response is in compliance with the requirements set forth in this ITB and not determined to be ineligible, all other conditions set forth in this ITB have been met, and the bid amount is acceptable to NMJC. In the event that NMJC receives two or more equal bids, NMJC reserves the right to "break the tie" among the bidders by considering other factors in determining best offer or NMJC may request bidders to submit another best and final offer.

Disposition of Earnest Money. If the Bid Response of a bidder is accepted and an Agreement is awarded, NMJC will deposit the check for the Earnest Money to be applied toward the Purchase Price at Closing. If the Bid Response is not accepted, NMJC will notify the unsuccessful bidder(s) and return the bidder's check(s) for the Earnest Money to the bidder.

13. Non-Discrimination

NMJC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

14. Rejection of Bids NMJC RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

15. Notification to Bidders

NMJC will notify all bidders via electronic mail or U.S. Mail within three (3) business days of the receipt of Bid Response as to whether the College Administration will recommend accepting or rejecting the bidder's Bid Response.

16. General Conditions

Any change to the Agreement proposed by a bidder must be noted on the Bid Response Form (Attachment No. 5), NMJC may accept or reject any proposed change. Additionally, no substantive changes will be accepted to the Agreement unless such changes that may be requested by the bidder are included in the Bid Response, received by NMJC on or before the Bid Deadline, agreed upon by NMJC, and ultimately reduced to writing and signed by both the College and the bidder. Changes to the Agreement agreed upon by NMJC will be in the form of an amendment to the Agreement. Notwithstanding the foregoing, after acceptance of the bid and execution of the Agreement by NMJC, the parties may agree to any non-substantive changes to the Agreement as long as such changes would not affect the material terms of the Bid Response and Agreement or reflect any unfair advantage to one bidder over another. No oral statements or verbal acknowledgement of the award to a particular bidder shall create a contractual obligation on

the part of the College. Any Agreement between the College and a successful bidder must be in writing and signed by both the College and the selected bidder.

ATTACHMENT NO. 1
ITB No 1087
LEGAL DESCRIPTION OF PROPERTY

For Surface Title Only:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4SW/4) of Section 16, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point which lies N00°13'15"W, 1298.35 feet and S89°52'15"W, 2642.59 feet from the Southeast corner of said Section 16; thence S00°15'E, 245.0 feet; thence S89°52'15"W, 245.0 feet; thence N00°15'W, 245.0 feet; thence N89°52'15"E, 245.0 feet to the point of beginning, subject to a 25 foot utility easement on, over, and under the East 25 feet thereof and a roadway easement on, over and along the West 21.7 feet thereof.

ATTACHMENT NO. 2
FORM OF REAL ESTATE PURCHASE AGREEMENT
ITB No 1087

REAL ESTATE PURCHASE AGREEMENT

This **REAL ESTATE PURCHASE AGREEMENT** (hereinafter "Agreement") is made by and between New Mexico Junior College (hereinafter "College") and _____ (whether one or more hereinafter "Buyer"). This Real Estate Purchase Agreement is entered into in accordance with the College's Invitation to Bid No. 1087 ("ITB").

1. Purchase and Sale:

College agrees to sell and convey and Buyer agrees to purchase, upon the terms and conditions contained in this Agreement, the property described in Paragraph 2 herein including all improvements thereon ("Property"). This Agreement is entered into pursuant to NMSA 1978 §§ 13-6-2 and 13-6-2.1 for the sale of property.

2. Legal Description:

For Surface Title Only:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4SW/4) of Section 16, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point which lies N00°13'15"W, 1298.35 feet and S89°52'15"W, 2642.59 feet from the Southeast corner of said Section 16; thence S00°15'E, 245.0 feet; thence S89°52'15"W, 245.0 feet; thence N00°15'W, 245.0 feet; thence N89°52'15"E, 245.0 feet to the point of beginning, subject to a 25-foot utility easement on, over, and under the East 25 feet thereof and a roadway easement on, over and along the West 21.7 feet thereof.

Including all improvements thereon, commonly known as 1503 W. Calle Sur, Hobbs, New Mexico 88240, in Lea County, New Mexico.

THE COLLEGE RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE ANY AND ALL PERSONAL PROPERTY LOCATED IN, ON OR AROUND THE PROPERTY. SPECIFICALLY, CERTAIN EXERCISE EQUIPMENT MAY BE REMOVED PRIOR TO CLOSING OF THE SALE OF THE PROPERTY.

3. Purchase Price:

The purchase price of the Property shall be:

_____ dollars (\$_____).

4. Earnest Money.

Buyer has, in connection with Buyer's submittal of its Bid Response, to the ITB, submitted to College a check for the sum of Ten Percent of the Purchase Price which was deposited for the purpose of constituting Buyer's earnest money deposit for this Agreement (the "Earnest Money"). The Earnest Money shall be held by College and may be commingled with College's other funds and accounts and College shall not be required to maintain funds in a separate account or to bear interest of any kind. If the purchase and sale under this Agreement is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be credited to College at Closing as partial payment of the Purchase Price due at the Closing. In the event that the College has signed this Agreement and the transaction does not proceed to Closing, the Earnest Money shall be disposed of as otherwise set forth in this Agreement.

5. Closing Date:

Closing shall occur as soon as is reasonably practicable, but in no event shall the closing occur later than ten (10) days after final approval of this Agreement by the Board of College and the State of New Mexico Department of Finance and Administration Board of Finance ("Department"). Closing shall occur at the offices of Elliott & Waldron Title & Abstract Co., Inc. located at 1819 N. Turner, Suite B, Hobbs, New Mexico 88240.

6. Default by the Parties.

Subject to the terms of this Agreement and provided Buyer is not in default hereunder, College shall be deemed to be in default of this Agreement if College shall fail to convey the Property pursuant to the terms of this Agreement other than as expressly provided herein. In the event of default of the College under this paragraph 6, Buyer's sole and exclusive remedy in the event of a default or breach by College will be to terminate this Agreement, whereupon Buyer shall be entitled to a refund of the Earnest Money. BUYER HEREBY WAIVES ANY RIGHT TO BRING A SUIT FOR DAMAGES OR TO PURSUE ANY OTHER RIGHT AVAILABLE AT LAW OR IN EQUITY.

Subject to the terms of this Agreement and provided College is not in default hereunder, Buyer shall be in default of this Agreement if Buyers fails to meet, comply with, or perform any covenant, agreement, obligation, or requirement on its part required under this Agreement, including, but not limited to, payment of the Purchase Price or the failure to close on the Closing Date. In the event Buyer shall be in default hereunder, College may, in its sole and absolute discretion, either (i) terminate this Agreement whereupon College shall be entitled to retain the Earnest Money as liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual

damages for such default; or (ii) any other remedy available at law or equity. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of College's damages, considering all the circumstances existing as of the date of this Agreement and is not a penalty.

7. Title Objections.

Buyer acknowledges that prior to submitting a Bid Response for purchase of the Property and execution of this Agreement, a copy of the Title Commitment was made available to the Buyer. Notwithstanding the foregoing, at its sole cost and expense, within ten (10) days after the Date of this Agreement, hereinafter defined, Buyer may obtain an updated Title Commitment and copies of the documents referenced in Schedule B of the Title Commitment and shall provide a copy to the College within such 10-day period.

Buyer shall have five (5) days from receipt of the updated Title Commitment and all title documents referred to in this Paragraph 7, if obtained by the Buyer ("Title Objection Period") to review such items and to deliver in writing such objections as Buyer may have to anything contained or set forth in the Title Commitment (collectively, the "Title Objections"). Any such items to which Buyer does not object within the Title Objection Period shall be deemed to be Permitted Exceptions. College may, but shall not be obligated to, cure the Title Objections.

Buyer, at its sole cost and expense, may obtain a Title Policy under the Title Commitment. In such case, the Title Policy shall be issued by the Title Company in the amount of the Purchase Price and shall insure good and indefeasible title to the Property in Buyer. The Title Policy shall be subject to the Permitted Exceptions.

8. Conveyance of Title.

At the closing, the College shall convey the property to the Buyer, as required by NMAC 1.5.23.9(1), by Quitclaim Deed in the form of Schedule 1 attached hereto and incorporated herein by reference as if set out in full herein.

9. Prorations.

The College will be responsible for all property taxes up to the date of closing, including the current full-year payment, past due taxes, interest, and penalties. Water, sewer, refuse, and utilities, as applicable are to be prorated to the date of closing. Any proration shall be determined based on information available as of the date of closing and shall be binding on the parties. Any prorations so determined are deemed to be final and not subject to re-computation.

10. Closing.

The Buyer shall pay for the cost of the Title Policy. The College and Buyer agree to split equally all other regular costs of closing. Any and all other fees, taxes due from the sale, commissions, costs or expenses shall be the Buyer's sole responsibility. The

College is selling directly to the Buyer and there are no commissions or fees payable by the College. Buyer agrees to hold the College harmless for any and all commission claims arising out of or as a result of consummation of this transaction.

11. Inspections.

BUYER HAS HAD AN OPPORTUNITY TO CONDUCT ANY NECESSARY INSPECTIONS OF THE PROPERTY. BUYER HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY.

12. Disclaimer of Warranties.

IT IS UNDERSTOOD AND AGREED THAT COLLEGE HAS NOT MADE AND IS NOT NOW MAKING, AND COLLEGE SPECIFICALLY AND EXPRESSLY DISCLAIMS AND BUYER VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, (I) MATTERS OF TITLE; (II) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY AND ANY OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE AND DETENTION REQUIREMENTS; (VI) SOIL CONDITIONS; (VII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF; (VIII) USAGES OF ADJOINING PROPERTY; (IX) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (X) THE VALUE, COMPLIANCE WITH THE PLANS, SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (X) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; (XI) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XII) THE INTEGRITY AND QUALITY OF ANY IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS, IF ANY, COMPLY WITH APPLICABLE LAW; (XIII) ANY OTHER MATTER AFFECTING THE STABILITY

OR INTEGRITY OF THE PROPERTY; (XIV) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XV) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO BUYER, INCLUDING, WITHOUT LIMITATION, THE APPRAISAL AND/OR ANY TITLE BINDER AND ANY INVITATIONS FOR BID; (XVI) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON COLLEGE'S INFORMATION, SKILL, OR JUDGMENT OR ANY INFORMATION IN THE INVITATION FOR BID TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT COLLEGE MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XVII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO ANY ROLLBACK TAXES OR MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES.

13. Sale "AS IS".

BUYER IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF COLLEGE, INCLUDING WITHOUT LIMITATION, THE INVITATION FOR BID, OR STATEMENTS OF ANY OF COLLEGE'S AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE WILL HAVE BEEN MADE. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED BUYER AND OWNER OF REAL ESTATE AND REAL ESTATE USED FOR THE PURPOSE FOR WHICH BUYER MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. BUYER HAS HAD THE OPPORTUNITY TO AND/OR WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR ADVISABLE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE INCOME POTENTIAL OF, AND THE DEGREE TO WHICH THE PROPERTY CONFORMS WITH ANY APPLICABLE LAWS, AND SHALL RELY AND HAS RELIED SOLELY UPON BUYER'S OWN INVESTIGATIONS. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM BUYER MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, COLLEGE SHALL SELL AND CONVEY TO BUYER AND BUYER

SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY COLLEGE, ANY AGENT OF COLLEGE OR ANY THIRD PARTY.

14. Survival.

THE TERMS AND CONDITIONS OF PARAGRAPHS 12 and 13 SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH ANY CLOSING DOCUMENTS AND SHALL BE SET FORTH IN THE QUITCLAIM DEED. COLLEGE IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE EXPRESSLY SET FORTH BY TERMS CONTAINED IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE DISCLAIMERS OF COLLEGE AND THE "AS IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS AGREEMENT AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH 13 ARE AN INTEGRAL PART OF THIS AGREEMENT AND THAT COLLEGE WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER WITHOUT SUCH.

15. Contingency.

This Agreement and the purchase of the Property is contingent upon authorization and approval of the Board of the College and the Department. If the Board of the College and/or the Department do not approve of this Agreement, this Agreement shall terminate upon written notice being given by the College to the Buyer, with no liability of College to Buyer. However, if this Agreement is so terminated the Earnest Money shall be refunded to Buyer.

16. Risk of Loss.

Prior to closing, risk of fire or other natural casualty shall be on the College and in the event of loss, the Buyer shall have the option of terminating this Agreement or receiving an assignment of the College's portion of the insurance proceeds, if any; at closing.

17. Construction and Severability.

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

18. Binding Effect.

This Agreement shall survive closing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns only when this Agreement is fully executed by both the College and Buyer.

19. Possession of Property.

Possession and maintenance obligations shall remain with the College until the closing. Upon closing, the Buyers shall have the right to take immediate possession of the property.

20. Notices.

All notices to be given in connection with the subject matter of this Agreement shall be in writing and may be served electronically and/or personally upon the parties or by registered or certified mail addressed as follows:

College:

New Mexico Junior College
c/o President
1 Thunderbird Circle
Hobbs, New Mexico 88240
Email: ksharp@nmjc.edu

Buyer:

Email: _____

21. Entire Agreement.

This Agreement constitutes the entire agreement between the parties. No representation, promise or inducement not included herein shall be binding upon any party. Time is of the essence of this Agreement.

22. No Oral Modifications.

This Agreement shall not be modified or amended except by an instrument in writing, executed by or on behalf of the College and the Buyer.

23. Governing Law.

This Agreement shall be governed by the laws of the State of New Mexico. Venue for any action relating to this Agreement shall be in the courts of Lea County, New Mexico.

24. Date of This Agreement.

The "Date of This Agreement" means the last date upon which this Agreement was executed and accepted by the College or the Buyer, as the case may be.

BUYER:

By: _____

Name: _____

Title: _____

Dated: _____

COLLEGE:
NEW MEXICO JUNIOR COLLEGE

By: _____
Kelvin Sharp, President
Dated: _____

Approved:
NM STATE BOARD OF FINANCE

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE "1"

QUITCLAIM DEED

New Mexico Junior College ("Grantor") quitclaims to _____

("Grantee"), whose address is _____ the following described real

property situated in Lea County, New Mexico and all improvements thereon:

For Surface Title Only:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4SW/4) of Section 16, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point which lies N00°13'15"W, 1298.35 feet and S89°52'15"W, 2642.59 feet from the Southeast corner of said Section 16; thence S00°15'E, 245.0 feet; thence S89°52'15"W, 245.0 feet; thence N00°15'W, 245.0 feet; thence N89°52'15"E, 245.0 feet to the point of beginning, subject to a 25-foot utility easement on, over, and under the East 25 feet thereof and a roadway easement on, over and along the West 21.7 feet thereof.

This conveyance is made by Grantor and accepted by Grantee subject to (i) any encumbrances or other matters of record; (ii) ad valorem taxes on or relating to the Property, including, but not limited to, all such taxes for the year of and subsequent years, and for any "roll back" taxes arising from a change in usage or ownership of the Property from the date hereof; and (iii) the "AS-IS", "WHERE IS", WITH ALL FAULTS and disclaimer set forth in this Deed (all of the foregoing clauses (i) through (iii) being collectively referred to as the "Permitted Exceptions").

IT IS UNDERSTOOD AND AGREED THAT GRANTOR HAS NOT MADE AND IS NOT NOW MAKING, AND GRANTOR SPECIFICALLY AND EXPRESSLY DISCLAIMS AND GRANTEE VOLUNTARILY AND WITH KNOWLEDGE WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO: (I) MATTERS OF TITLE; (II) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY AND ANY OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (III) GEOLOGICAL CONDITIONS; (IV) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (V) DRAINAGE AND DETENTION REQUIREMENTS; (VI) SOIL CONDITIONS; (VI) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF; (VII) USAGES OF ADJOINING PROPERTY; (VIII) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (IX) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION,

AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, INCOME POTENTIAL, FINANCIAL PROSPECTS, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (X) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; (XI) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XII) THE INTEGRITY AND QUALITY OF ANY IMPROVEMENTS, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND WHETHER SUCH IMPROVEMENTS, IF ANY, COMPLY WITH APPLICABLE LAW; (XIII) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XIV) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XV) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO GRANTEE; (XVI) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (GRANTEE AFFIRMING THAT GRANTEE HAS NOT RELIED ON GRANTOR'S INFORMATION, SKILL, OR JUDGMENT OR ANY INFORMATION IN THE INVITATION FOR BID TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XVII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS) AND WHETHER THE PROPERTY HAS BEEN GRANTED A SPECIAL ASSESSMENT OR IS SUBJECT TO ANY ROLLBACK TAXES OR MANAGEMENT DISTRICT OR OTHER SPECIAL DISTRICT FEES.

GRANTEE IS NOT RELYING UPON, HAS NOT RELIED UPON, AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY OF ITS AGENTS. GRANTEE ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND NO SUCH RELIANCE HAS BEEN MADE. GRANTEE REPRESENTS AND WARRANTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED BUYER OF REAL ESTATE AND OF REAL ESTATE USED FOR THE PURPOSE FOR WHICH GRANTEE MAY ELECT TO PUT THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN MAKING DECISIONS WITH RESPECT TO AND IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE HAS DEEMED NECESSARY OR ADVISABLE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, THE INCOME POTENTIAL OF, AND THE DEGREE TO WHICH THE PROPERTY CONFORMS WITH ANY APPLICABLE LAWS, AND HAS RELIED AND IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATIONS. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL

ATTACHMENT NO. 3
TITLE COMMITMENT
ITB No 1087



“Pursuant to the New Mexico Title Insurance Law §59A-30-4 NMSA 1978, Control and supervision by superintendent and Title Insurance Regulation §13.14.18.10, NMAC, no part of any title insurance commitment, policy or endorsement form may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico Superintendent of Insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico Superintendent of Insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located.”

**First American Title Insurance Company
Commitment for Title Insurance No. FAM18-444
SCHEDULE A-NM6**

1. Effective Date: **March 22, 2018 at 5:00 p.m.**

2. Policy or policies to be issued: Amount of Insurance

(a) Form 1: Owner Policy of Title Insurance: **To be determined**

(NM 1 ALTA 6-17-06)

Proposed Insured: **To be determined**

Form 2: Loan Policy of Title Insurance:

(NM 2 ALTA 6-17-06)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered is:

FEE SIMPLE

4. Title to the above estate or interest in said land is at the effective date vested in:

New Mexico Junior College, a New Mexico Non-Profit corporation

Refer to Schedule B – Section One for proper structure of required documents.

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached for Legal Description

Countersigned by:

Authorized Officer or Agent

**First American Title Insurance Company
Commitment for Title Insurance No. FAM18-444
Schedule A – NM6
Exhibit "A"**

For Surface Title Only:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4SW/4) of Section 16, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point which lies N00°13'15"W, 1298.35 feet and S89°52'15"W, 2642.59 feet from the Southeast corner of said Section 16; thence S00°15'E, 245.0 feet; thence S89°52'15"W, 245.0 feet; thence N00°15'W, 245.0 feet; thence N89°52'15"E, 245.0 feet to the point of beginning, subject to a 25 foot utility easement on, over, and under the East 25 feet thereof and a roadway easement on, over and along the West 21.7 feet thereof.

**First American Title Insurance Company
Commitment for Title Insurance No. FAM18-444
Schedule B - Section One
Requirements**

- I. The following are the requirements to be complied with:
1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
 2. Instrument(s) in insurable form which must be executed delivered and duly filed for record.
 - 2.1 As required by the National Association of Insurance Commissioners (NAIC), the company is to be provided with the type of property proposed to be insured. The type will be one of two types: Please provide a written statement identifying the property as Type 1 or Type 2.
Note: It shall only be considered 1-4 Residential if a residential unit currently exists on the property.
Property Type (1) is 1-4 Residential
or
Property Type (2) is all types of property except 1-4 Family Residential
- A. **Provide the Resolution adopted by New Mexico Junior College, a New Mexico Non-Profit corporation authorizing the conveyance of the property mentioned herein on Schedule A and the Officer(s) authorized to sign on behalf of said entity.**

Further requirements may be made upon receipt/review of said documents

- B. **Warranty Deed, to be executed by Representative(s) authorized to sign on behalf of New Mexico Junior College, a New Mexico Non-Profit corporation to purchaser, to be determined, in recordable form.**

This title commitment is not effective until Schedule A is completed and the Company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.

First American Title Insurance Company
Commitment for Title Insurance No. FAM18-444
SCHEDULE B - Section Two
Exceptions

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matter which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or materiel heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2018, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Reservations, conditions and stipulations as contained in Patent appearing of record in Book 5, Page 327, Patent Records, Lea County, New Mexico.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records, or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Restrictions appearing of record in Book 410, Page 604, Miscellaneous Records and in Book 1631, Page 75, Lea County Records, Lea County, New Mexico, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604.
12. Right of Way dated 11-5-79, filed 11-14-79, in Book 377, Page 635, Deed Records, Lea County, New Mexico. Executed by Del Norte Heights, Inc. to New Mexico Electric Service Company.
13. Easement dated ---, filed 8-24-81, in Book 391, Page 132, Deed Records, Lea County, New Mexico. Executed by Del Norte Raquetball & Athletic Club to Del Norte Heights, Inc.

Continued on next page

Standard exceptions 1, 2, 3 and 4 may be deleted from any policy, upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. The policy to be issued pursuant to this commitment will be endorsed or modified in Schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to Schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

First American Title Insurance Company
Commitment for Title Insurance No. FAM18-444
SCHEDULE B – Section Two – Page 2
Exceptions

14. Right of Way dated 2-4-82, filed 2-18-82, in Book 394, Page 700, Deed Records, Lea County, New Mexico. Executed by Del Norte Heights Inc. to New Mexico Electric Service Company.
15. Easement dated ---, filed 4-8-82, in Book 395, Page 888, Deed Records, Lea County, New Mexico. Executed by Del Norte Heights, Inc. to General Telephone Company of the Southwest.
16. Easement dated ---, filed 4-8-82, in Book 395, Page 889, Deed Records, Lea County, New Mexico. Executed by Del Norte Raquetball & Athletic Club to General Telephone Company of the Southwest.
17. Special Warranty Deed dated 8-30-00, filed 9-5-00, in Book 1036, Page 335, Lea County Records, Lea County, New Mexico. Executed by GTE Southwest Incorporated to Valor Telecommunications of New Mexico, LLC. Notice of filing ---, filed 9-5-00, in Book 1036, Page 492, Lea County Records, Lea County, New Mexico. Executed by Valor Telecommunications of New Mexico, LLC to Bank of America, N.A., as Collateral Agent. Re: R/W 395-888
18. Easement dated 4-28-09, filed 5-6-09, in Book 1630, Page 354, Lea County Records, Lea County, New Mexico. Executed by Llano Del Norte, LLC to Southwestern Public Service Company.
19. Memorandum of Assignment of Easement filed 4-11-16, in Book 2018, Page 855, Lea County Records, Lea County, New Mexico, executed by Windstream Holdings, Inc., Windstream Services, LLC and Valor Telecommunications of Texas, LLC to CSL New Mexico System, LLC

Standard exceptions 1, 2, 3 and 4 may be deleted from any policy, upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. The policy to be issued pursuant to this commitment will be endorsed or modified in Schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to Schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

**First American Title Insurance Company
Commitment for Title Insurance No. FAM18-444**

Date: March 28, 2018

Prepared by: Amber Sanchez

GF#: **18-444**

Borrower: **To be determined**

Property Tax Information:

2017 Tax Information

Tax ID Owner #: 6854

Base Amount: \$0.00

Taxes are Exempt

Informational Purposes Only:

First half of Taxes are due 11-10-17 and are delinquent 12-10-17

Second half of Taxes are due 4-10-18 and are delinquent 5-10-18

Penalties and interest accrue monthly on delinquent balances

ATTACHMENT NO. 4
APPRAISAL
ITB No 1087

First Three Pages of Appraisal are provided, if the full appraisal is requested, please contact NMJC

NEW MEXICO JUNIOR COLLEGE MAKES NO REPRESENTATION OR WARRANTY REGARDING THE APPRAISAL OR ANY PORTION THEREOF. SUCH APPRAISAL IS PROVIDED AS A CONVENIENCE TO THE PARTIES.

**Appraisal Report
of the
NMJC Del Norte Center Property
1503 West Calle Sur Street
Hobbs, New Mexico 88240**

**Prepared for
New Mexico Junior College
Attn: Dan Hardin, Vice President for Finance
5317 North Lovington Highway
Hobbs, New Mexico 88240**

**Prepared by
Oscar E. Kunkel, Jr., SRA
P.O. Box 757
Roswell, New Mexico 88202-0757
as of
March 7, 2018**

KUNKEL & ASSOCIATES

Providing Real Estate Valuation Solutions for Southeastern New Mexico

March 13, 2018

New Mexico Junior College
Attn: Dan Hardin, Vice President for Finance
5317 North Lovington Highway
Hobbs, New Mexico 88240

Re: NMJC Del Norte Center Property

Dear Mr. Hardin:

At your request, I have prepared the accompanying Appraisal Report of the NMJC Del Norte Center Property, which is located at 1503 West Calle Sur Street in Hobbs, New Mexico. My analyses and conclusions are presented in the accompanying 98-page appraisal report.

The intended use of this appraisal is to provide my conclusion of Fee Simple Market Value of the subject property for possible sale purposes. The exposure time for the subject property is estimated to have been twelve months, or more.

A summary of salient facts is on the following page. As a result of the investigation and analysis of the information gathered, **it is my conclusion that the Fee Simple Market Value of the subject property, contingent upon the Extraordinary Assumption that remodeling costs will be approximately \$276,580 and that demolition/removal costs will be approximately \$158,355, as of March 7, 2018, is:**

Eighty Thousand Dollars

(\$80,000.00)

I, the undersigned, do hereby certify that to the best of my knowledge and beliefs, the statements contained in this report and upon which the conclusions expressed are correct, subject to the limiting conditions herein set forth; also that this report has been made in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and with the federally mandated appraisal requirements in Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989. **This appraisal report is considered to be an Appraisal Report as defined and in accordance with the Uniform Standards of Professional Appraisal Practice, Standards Rule 2-2(a). As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's conclusion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**

Respectfully submitted,

Oscar E. Kunkel, Jr., SRA
(NM State Certified Appraiser # 314-G)

OEK:le

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Location:	1503 West Calle Sur Street, Hobbs, New Mexico
Valuation Date:	March 7, 2018
Date of Inspection:	March 7, 2018
Type of Property:	Activity Center
Property Rights Appraised:	Fee Simple Estate
Highest and Best Use:	Storage/Warehouse
Zoning:	None
Site Size:	60,025± Square Feet; 1.38± Acres
Improvement:	15,857 Square Feet
Value Conclusions:	
Cost Approach:	Not Developed
Land Value:	\$240,000
Sales Comparison Approach:	
Price Per Unit Method:	\$478,000
GIM Method:	\$476,000
Income Approach:	\$343,000
Final Conclusion of Fee Simple Market Value:	<u>\$80,000</u>

ATTACHMENT NO. 5
BID RESPONSE FORM
ITB No 1087

The Bid Response for the sale of an improved parcel of real property as more particularly described on Attachment 1 of the ITB ("Property"), consists of this Bid Response form (Attachment No. 5 of the ITB), the completed and signed Agreement (Attachment No. 2 of the ITB) and the Earnest Money. The Property is physically located 1503 W. Calle Sur, Hobbs, Lea County, New Mexico 88240.

Please type or print in the blanks below all applicable information. If the information is not applicable, please indicate by placing Not Applicable (N/A) in the blank. Additional sheets may be added as necessary to provide complete information. Please be sure to fill out this form completely.

1. Bidder information

The bidder must be a person or legal entity in existence on the date of bidder qualification. The name of the bidder in this Bid Response form must be the same as the name of the bidder in the Agreement, hereinafter defined, and any additional documents that form the Bid Response. The following information must be provided:

Name of bidder: _____

Identity of principals/ authorized persons who may act on behalf of and bind bidder:

Mailing and email address and telephone number for bidder:

Bidder: _____

Street Address: _____

P. O. Box: _____

Telephone No.: _____

Email: _____

2. Bid price ("Purchase Price") for the Property: _____

Attached is the form of the Real Estate Purchase Agreement ("Agreement") that is part of the Bid Response and will comprise the Agreement between the buyer and NMJC for the purchase and sale of the Property. The Agreement must be completed and signed by the bidder and submitted to NMJC as part of the Bid Response package.

To complete the Agreement, (a) fill in the name of the proposed buyer on the first page; (b) fill in the amount offered for the purchase price in paragraph 3; and (c) fill in the buyer's name, address, and other contact information in paragraph 20 of the Agreement. After completion of the information within the Agreement, on the signature page, fill in name of the bidder after "Buyer"; fill in any additional information (e.g. if limited partnership, name of general partner); sign the Agreement on the line below the "Buyer" entity name(s); and below the signature, print the name and title of person signing and date.

Any exceptions to the form of the Agreement, which will be considered in the bid award process, must be noted here (no exceptions will be made after the Bid Deadline).

3. Bid Response Submission

Submit one original of all of the following as the bidder's Bid Response: (a) this completed and signed and notarized Bid Response form (Attachment No. 5); (b) the completed and signed Agreement (Attachment No. 2); and (c) a check in the amount of the Earnest Money made payable to NMJC; If the Bid Response is accepted and approved by the NMJC Board, the College will deposit the check for the Earnest Money to be applied toward the Purchase Price at Closing or disposed of as otherwise set forth in the Agreement. If the Bid Response is not accepted, NMJC will notify the bidder that the check for the Earnest Money will be returned to the bidder.

Verification and signature page for Bid Response for the sale of an improved parcel of real property containing approximately 1.26 acres, as more particularly described on Attachment 1 of the Invitation To Bid (“Property”).

4. Verification by bidder
State of _____
County of _____

The undersigned, being first duly sworn on oath, states as follows:

The information submitted in the Bid Response is true and correct. I represent that if my Bid Response is accepted, as of the date of the purchase of the Property, except as otherwise set forth in the ITB and the Agreement, I will have inspected the Property on which I am submitting a Bid Response to the extent I deem material. I further represent and warrant that I have read and understand the complete ITB and the requirements for the Bid Response; that I have asked any relevant questions that I would need to have answered before making a decision to purchase the Property; that I accept title to the Property "as is" without any warranty from New Mexico Junior College (“NMJC”). I further acknowledge that I am a knowledgeable buyer of real property, that I have been advised to and understand that I have a right to have an attorney review the ITB and the Bid Response I am submitting. I further represent that I am not relying upon any representation, warranty, statement, or other assertion of NMJC, or any agent, consultant, representative, or employee of NMJC. Further, I represent that I am legally authorized to sign this Bid Response form, the Agreement, and other all documents comprising the Bid Response contained therein on behalf of the bidder, and have the authority to sign any other documents relating to the purchase and sale of this Property and bind the bidder to the terms thereof. The foregoing representations and all material terms and conditions of this ITB and Bid Response shall survive award of the bid to the undersigned bidder and execution of the Agreement.

NAME OF BIDDER: _____

By: _____
Name: _____
Title: _____
Dated: _____

Subscribed to and subscribed before me on the _____ day of August, 2018, by _____.

Notary Public

(Commission expires)