

**NEW MEXICO JUNIOR COLLEGE FOUNDATION
INVITATION TO BID (ITB)
(REAL PROPERTY BID PACKAGE)
SALE OF VACANT LAND DESCRIBED AS SURFACE ESTATE ONLY:
SE/4 of SECTION 8, TOWNSHIP 19 SOUTH, RANGE 37 EAST, NMPM,
LEA COUNTY, NEW MEXICO**

ITB NO.: 1

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

April 8, 2021 by 5:00 p.m. (local time)

at

New Mexico Junior College Foundation
5317 North Lovington Highway Hobbs, New Mexico 88240
Foundation Office
Attn: Tina Kunko, Controller

Ref: ITB 1 Sale of Vacant Land

SOLICITATION SCHEDULE

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

Solicitation Milestone	Date & Time
ITB released and posted	March 5, 2021
Bid Submittal Due Date ("Bid Deadline")	April 8, 2021 by 5:00 pm (local time)
Anticipated Foundation Board Recommendation and Approval	May 5, 2021

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

Section 1 — Bid Overview

1. Property Overview

New Mexico Junior College Foundation (“Foundation”) is interested in soliciting bids for the sale of a vacant parcel of real property more fully described on Attachment No. 1 to this ITB (“Property”). The Property is physically located on the Monument Highway, in Lea County, New Mexico.

The Property is being sold by sealed bid. The Foundation 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 Foundation will not consider financing the purchase of the Property and will accept only cash or other good funds at Closing.

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 Foundation 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 the Foundation 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 Foundation if the bid is accepted by the Foundation Board (“Board”).

3. Title Commitment

The Foundation has obtained a title commitment for the Property with a File Number 14411-254362 issued on August 17, 2020 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, Part I and Part II 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 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

Foundation has had an appraisal performed of the Property, a copy of which is attached hereto as Attachment No. 4. Foundation 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. FOUNDATION 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 Foundation 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 Foundation or any employee or agent of Foundation.

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 Scotty Holloman, Executive Director at sholloman@nmjc.edu or telephone number (575)492-2791. Inspections may require execution of a hold harmless agreement whereby the bidder will hold FOUNDATION 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 FOUNDATION UNDER CONTRACT LAW. THE SUBMISSION OF A BID TO THE FOUNDATION CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY THAT FOUNDATION MAY OR MAY NOT ACCEPT. THE BID OFFER AND RESPONSE SUBMITTED TO FOUNDATION 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 Foundation 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. Foundation 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 FOUNDATION UNLESS IT IS ON THE FORM OF ATTACHMENT NO. 2 TO THIS ITB, SIGNED BY BOTH FOUNDATION AND THE BIDDER AND APPROVED BY THE BOARD.

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 FOUNDATION 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 FOUNDATION 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 FOUNDATION 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. FOUNDATION 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

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

FOUNDATION requests that all contact and questions regarding this ITB be submitted to Scotty Holloman, Executive Director Email: sholloman@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 Foundation 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, Foundation 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 Foundation 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. The Bid shall be signed by a person having authority to bind the person or company.**

The **bid response package** to be submitted to Foundation 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 Foundation 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
5317 North Lovington Highway
Hobbs, New Mexico 88240
Foundation Office
Attn: Tina Kunko, Controller

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

Bids received after the Bid Deadline (see page 2 of this ITB) or received at the Foundation 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 Foundation 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, Foundation 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 Foundation 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 Foundation), 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.

Waiver of Minor, Non-Material Technicalities. Notwithstanding anything contained in this ITB, the Foundation 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 Foundation 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 Foundation Board will determine whether to award an 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 Foundation. In the event that Foundation receives two or more equal bids, Foundation reserves the right to "break the tie" among the bidders by considering other factors in determining best offer or Foundation 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, Foundation will deposit the check for the Earnest Money to be applied toward the Purchase Price at Closing. If the Bid Response is not accepted, Foundation will notify the unsuccessful bidder(s) and return the bidder's check(s) for the Earnest Money to the bidder.

13. Non-Discrimination

Foundation is an equal opportunity organization, which does not discriminate on the basis of race, color, religion, national origin, gender, age or disability.

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

15. Notification to Bidders

Foundation 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 Foundation 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), Foundation 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 Foundation on or before the Bid Deadline, agreed upon by Foundation, and ultimately reduced to writing and signed by both the Foundation and the Bidder. Changes to the Agreement agreed upon by Foundation 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 Foundation, 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 Foundation. Any Agreement between the Foundation and a successful bidder must be in writing and signed by both the Foundation and the selected bidder.

ATTACHMENT NO. 1
ITB No 1
LEGAL DESCRIPTON OF PROPERTY

For Surface Title Only:

SE/4 of SECTION 8, TOWNSHIP 19 SOUTH, RANGE 37 EAST, NMPM, LEA
COUNTY, NEW MEXICO

ATTACHMENT NO. 2
FORM OF REAL ESTATE PURCHASE AGREEMENT
ITB No 1

REAL ESTATE PURCHASE AGREEMENT

This **REAL ESTATE PURCHASE AGREEMENT** (hereinafter "Agreement") is made by and between New Mexico Junior College Foundation, a New Mexico nonprofit corporation (hereinafter "Foundation") and _____ (whether one or more hereinafter "Buyer").

This Real Estate Purchase Agreement is entered into in accordance with the Foundation's Invitation to Bid No. 1 ("ITB").

1. Purchase and Sale:

Foundation 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").

2. Legal Description:

For Surface Title Only:

SE/4 of SECTION 8, TOWNSHIP 19 SOUTH, RANGE 37 EAST, NMPM, LEA COUNTY, NEW MEXICO

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 Foundation 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 Foundation and may be commingled with Foundation's other funds and accounts and Foundation 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 Foundation at Closing as partial payment of the Purchase Price due at the Closing. In the event that the Foundation 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 thirty (30) days after final approval of this Agreement by

the Board of Foundation. Closing shall occur at the offices of First American Title 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, Foundation shall be deemed to be in default of this Agreement if Foundation 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 Foundation under this paragraph 6, Buyer's sole and exclusive remedy in the event of a default or breach by Foundation 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 Foundation is not in default hereunder, Buyer shall be in default of this Agreement if Buyer 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, Foundation may, in its sole and absolute discretion, either (i) terminate this Agreement whereupon Foundation 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 Foundation'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, Part I and Part II of the Title Commitment and shall provide a copy to the Foundation 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. Foundation 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 Foundation shall convey the property to the Buyer 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 Foundation 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. 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 Foundation 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 Foundation is selling directly to the Buyer and there are no commissions or fees payable by the Foundation. Buyer agrees to hold the Foundation 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 FOUNDATION HAS NOT MADE AND IS NOT NOW MAKING, AND FOUNDATION 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; (XI) ANY RESTRICTIONS ENCUMBERING THE PROPERTY AND THE COMPLIANCE WITH ANY RESTRICTIONS ON THE PROPERTY; (XII) 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; (XIII) 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; (XIV) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XV) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVI) 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; (XVII) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON FOUNDATION '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 FOUNDATION MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); AND/OR (XVIII) 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 FOUNDATION, INCLUDING WITHOUT LIMITATION, THE INVITATION FOR BID, OR STATEMENTS OF

ANY OF FOUNDATION'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, FOUNDATION 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 FOUNDATION, ANY AGENT OF FOUNDATION 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. FOUNDATION 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 FOUNDATION 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 14 ARE AN INTEGRAL PART OF THIS AGREEMENT AND THAT FOUNDATION 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 Foundation. If the Board of the Foundation does not approve of this Agreement, this Agreement shall terminate upon written notice being given by the Foundation to the Buyer, with no liability of Foundation 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 Foundation and in the event of loss, the Buyer shall have the option of terminating this Agreement or receiving an assignment of the Foundation'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 Foundation and Buyer.

19. Possession of Property.

Possession and maintenance obligations shall remain with the Foundation 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:

Foundation:

New Mexico Junior College Foundation
c/o Executive Director
5317 North Lovington Highway
Hobbs, New Mexico 88240
Email: sholloman@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 Foundation 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 Foundation or the Buyer, as the case may be.

BUYER:

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

FOUNDATION :
NEW MEXICO JUNIOR COLLEGE FOUNDATION

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

SCHEDULE "1"

QUITCLAIM DEED

New Mexico Junior College Foundation, a New Mexico nonprofit corporation ("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:

SE/4 of SECTION 8, TOWNSHIP 19 SOUTH, RANGE 37 EAST, NMPM, LEA COUNTY, NEW MEXICO

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 CONDITIONS AND ADVERSE INCOME POTENTIAL, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM GRANTEE MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT

ATTACHMENT NO. 3
TITLE COMMITMENT
ITB No 1

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



First American Title

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14411-2545362

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions[; and]
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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First American Title

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14411-2545362

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.

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company Issuing Office: 115 East Washington Avenue,
Lovington, NM 88260

Issuing Office's ALTA® Registry ID: 0001996

Issuing Office File No.: 14411-2545362

Commitment No.: 14411-2545362

Property Address: Not Provided, , NM

Revision No.: 1

SCHEDULE A

1. Commitment Date: August 17, 2020
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$The amount of the current sales price of the land and any existing improvements appurtenant thereto
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$
 - (c) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

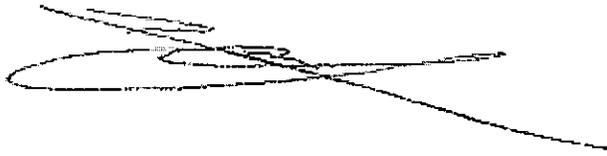
4. The Title is, at the Commitment Date, vested in: New Mexico Junior College Foundation
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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By:
Authorized Countersignature

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First American Title

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14411-2545362

Commitment No.: 14411-2545362

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Provide to Company an executed Owners Affidavit which includes affirmative statement that any improvements made upon the Land within the past 120 days have been paid in full. Upon examination of the required document, additional exceptions and/or requirements may be made.**
6. Furnish Plat of Survey which contains certification that said survey is made in accordance with "minimum standard detail requirements for ALTA/NSPS Land Title Surveys", together with Items 1, 2, 4, 6, 7, 8, 9, 10, 11, 13, 16, 17, 18, 20 & 21 of Table "A", as defined therein, by a Registered Civil Engineer or Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the Land, easements, or rights-of-way, over or under the Land, together with any encroachments or projections, fences, or any other matters affecting the use and occupancy of the Land, and certification by said surveyor or that there are no other easements or rights-of-way in use or in evidence, over or under the Land, nor any encroachment of improvements onto contiguous property by the improvements located on the Land nor any encroachment of improvements from adjoining property onto the Land other than those shown on said plat. (Note: This requirement is only applicable if the proposed Insured, herein, is requesting deletion of Schedule B, standard exceptions 2 and 3.) Upon examination, additional exceptions and/or requirements may be made.
7. Provide First American Title Insurance Company the formation documents of New Mexico Junior College for review and evaluation. This requirement being made in order to verify authority of the above referenced entity, at the time the conveyance document was executed.

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8. Provide to First American Title Insurance Company for review and evaluation, a certified copy of the Resolution from the Board of Directors of New Mexico Junior College, certified by the Presiding Officer and Secretary, which Resolution shall recite the approval of the directors as to the conveyance of the Land as done in that certain QuitClaim, filed August 31, 2018 in Book 2138, Page 897, Lea County Records, Lea County, New Mexico, executed by New Mexico Junior College to New Mexico Junior College Foundation, and further shall name the person or persons authorized to execute any documents on behalf of New Mexico Junior College. Upon examination of the required document, additional exceptions and/or requirements may be made.
9. Provide First American Title Insurance Company the formation documents of New Mexico Junior College Foundation for review and evaluation. Upon review, additional requirements and/or exceptions may be made.
10. Provide to First American Title Insurance Company for review and evaluation, a certified copy of the Resolution from the Board of Directors of New Mexico Junior College Foundation, certified by the Presiding Officer and Secretary, which Resolution shall recite the approval of the directors as to the Sale of the Land, and further shall name the person or persons authorized to execute any documents on behalf of New Mexico Junior College Foundation. Upon examination of the required document, additional exceptions and/or requirements may be made.
11. Record a Warranty Deed from New Mexico Junior College Foundation to A natural person or legal entity to be determined.
12. 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.

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First American Title

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14411-2545362

SCHEDULE B, PART II

Exceptions

Standard exceptions 1, 2, 3, and or 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. Except for the issuance of a U.S. policy form (NM form 34), any 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."

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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 matters 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 material 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.

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7. Taxes for the year 2020, 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 contained in Patent from United States of America recorded in Book 1, Page 370, Transcribed Patent, records of 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 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. Right of Way and Easement, filed April 20, 1953, recorded in Book 160, Page 261, Records, Lea County, New Mexico, executed by R.H. Huston, Jr. to New Mexico Electric Service Corp.
12. Right of Way and Easement, filed June 27, 1953, recorded in Book 162, Page 361, Records, Lea County, New Mexico, executed by Robert H. Huston, Jr to El Paso Natural Gas Co. Assignment of Easements and Rights of Way dated February 27, 1990, effective March 1, 1990, filed March 8, 1990, in Book 460, Page 490, Deed Records, Lea County, New Mexico, executed by El Paso Natural Gas Company to Leapartners, L.P. Assignment of Easements and Rights of Way dated November 1, 1991, effective November 1, 1991, filed November 15, 1991, in Book 478, Page 68, Deed Records, Lea County, New Mexico, executed by El Paso Natural Gas Company, a Delaware Corporation to Leapartners, L.P., a Texas Limited Partnership.
13. Right of Way and Easement, filed September 14, 1953, recorded in Book 164, Page 493, Records, Lea County, New Mexico, executed by Robert H. Huston, Jr. to Permian Basin Pipeline Co. Assignment of Right of Way, filed March 15, 1961, in Book 254, Page 19, Miscellaneous Records, Lea County, New Mexico, executed by Permian Basin Pipeline Co to Northern Natural Gas Co. Convey. Assignment dated December 29, 1994, filed March 1, 1995, in Book 509, Page 390, Deed Records, Lea County, New Mexico, executed by Northern Natural Gas Company, a Delaware Corporation to Hobbs Processing Company, a Delaware Corporation. Assignment and Bill of Sale dated December 14, 1990, effective December 31, 1990, filed January 2, 1991, in Book 536, Page 273, Deed Records, Lea County, New Mexico, executed by Enron Corp, fka Northern Natural Gas Company to Northern Natural Gas Company.
14. Right of Way and Easement, filed October 26, 1953, recorded in Book 166, Page 211, Records, Lea County, New Mexico, executed by R.H. Houston to N.M. Electric Service Co.
15. Right of Way and Easement, filed April 6, 1978, recorded in Book 365, Page 542, Records, Lea County, New Mexico, executed by Robert H. Huston, Jr. to El Paso Natural Gas Company.
16. Right of Way and Easement, filed October 1, 1979, recorded in Book 376, Page 701, Records, Lea County, New Mexico, executed by Robert H. Huston, Jr. to El Paso Natural Gas Company. Assignment of Easements and Rights of Way dated February 27, 1990, effective March 1, 1990, filed March 8, 1990, in Book 460, Page 490, Deed Records, Lea County, New Mexico, executed by El Paso Natural Gas Company to Leapartners, L.P; Assignment of Easements and Rights of Way dated November 1, 1991, effective November 1, 1991, filed November 15, 1991, in Book 478, Page 68, Deed Records,

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Lea County, New Mexico, executed by El Paso Natural Gas Company, a Delaware Corporation to Leapartners, L.P., a Texas Limited Partnership.

17. Right of Way and Easement, filed June 18, 1980, recorded in Book 381, Page 828, Records, Lea County, New Mexico, executed by Robert H. Huston, Jr. to El Paso Natural Gas Company. Assignment of Easements and Rights of Way dated February 27, 1990, effective March 1, 1990, filed March 8, 1990, in Book 460, Page 490, Deed Records, Lea County, New Mexico, executed by El Paso Natural Gas Company to Leapartners, L.P.
18. Right of Way and Easement, filed July 2, 1980, recorded in Book 382, Page 215, Records, Lea County, New Mexico, executed by R.H. Huston, Jr. to Llano, Inc. Conveyance, Assignment and Bill of Sale, filed May 14, 2004, in Book 1304, Page 262, Lea County Records, Lea County, New Mexico, executed by Raptor Natural Pipeline LLC and DEFS Raptor Pipeline LLC.

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First American Title

Exhibit A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14411-2545362

Commitment No.: 14411-2545362

The land referred to herein below is situated in the County of Lea, State of NM, and is described as follows:

For Surface Title Only:

The Southeast Quarter (SE/4) of Section 8, Township 19 South, Range 37 East, N.M.P.M., Lea County, New Mexico.

For informational purposes only address of property per county assessor's tax roll:

Not Provided ,
, New Mexico

APN: 79283

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ATTACHMENT NO. 4
APPRAISAL
ITB No 1

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

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

**FILE NO. 20-107728
APPRAISAL REPORT**

**THREE PARCELS OF VACANT LAND
LEA COUNTY, NEW MEXICO**

**OWNER OF RECORD:
NEW MEXICO JUNIOR COLLEGE FOUNDATION**

PREPARED FOR

**SCOTTY HOLLOMAN
NEW MEXICO JUNIOR COLLEGE FOUNDATION
1 THUNDERBIRD CIRCLE
HOBBS, NEW MEXICO 88240**

EFFECTIVE DATE OF VALUE: OCTOBER 2, 2020

PREPARED BY

**SMS APPRAISAL/ENVIRONMENTAL SERVICES, INC.
STEVEN M. SPARKS, MAI, CEI
5109 82ND STREET, SUITE 7, #210
LUBBOCK, TEXAS 79424**

SMS APPRAISAL/ENVIRONMENTAL SERVICES, INC.
REAL ESTATE APPRAISING & CONSULTING

Steven M. Sparks, MAI, CEI

October 28, 2020

Scotty Holloman
New Mexico Junior College Foundation
1 Thunderbird Circle
Hobbs, New Mexico 88240

Re: Appraisal – Three parcels of vacant land in Lea County, New Mexico.

I have inspected and appraised the property described herein. Conditions pertinent to or indicative of the value of the property were investigated. The subjects of this report include three parcels of vacant land in Lea County, New Mexico. Tract 1 is 160.00 acres located on the west side of State Highway 8, south of U.S. Highway 62; while Tracts 2 & 3 are 34.01 acres total (30.00 acres & 4.01 acres), being located south of U.S. Highway 62, west of the Lea County Regional Airport. Tracts 2 & 3 are non-contiguous, but would likely be sold together, as an assemblage with adjacent tracts.

This appraisal report sets forth my findings and conclusions derived therefrom, together with plats, maps, photographs, etc., as are considered essential to explain the process followed in preparing the appraisal. The Appraisal Institute conducts a voluntary program of continuing education for its designated members. Members who meet the minimum standards of this program are awarded periodic educational certification. Steven M. Sparks is currently certified under this program. The appraisal has been made in compliance with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. To the best of my knowledge, this appraisal conforms to FDIC Rules and Regulations codified in 12 C.F.R. 323, and with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and FIRREA.

The estimated “As Is” Fee Simple Market Value of Tract 1, as of October 2, 2020, was: \$420,000. The estimated “As Is” Fee Simple Market Value of Tracts 2 & 3, as of October 2, 2020, was: \$100,000.

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to provide the appraiser's best estimate of the "As Is" Market Value of the subject real property as of the effective date, being the Fee Simple interest. Market Value is defined as follows:

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

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what they consider their own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].)

INTENDED USE & USER (CLIENT) OF REPORT: For the sole purpose of assisting New Mexico Junior College Foundation (Client) and/or assigns in determining the market value of the subject property for decision making purposes.

INTEREST VALUED: Fee Simple Interest – Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th Edition (Chicago: Appraisal Institute, 2015), as "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

It should be noted that this appraisal is an analysis of the surface estate only, and does not include any mineral rights.

EFFECTIVE DATE OF VALUE: October 2, 2020).

DATE OF REPORT: October 28, 2020

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

In preparing this appraisal, the appraiser...

- inspected the subjects on October 2, 2020. Tract 1 is 160.00 acres of vacant land located on the west side of State Highway 8, south of U.S. Highway 62; while Tracts 2 & 3 are 34.01 total acres of vacant land (30.00 acres & 4.01 acres), being located south of U.S. Highway 62, west of the Lea County Regional Airport.
- gathered comparable land sales which are necessary in the appraisal process.
- confirmed and analyzed the data, and applied the sales comparison approach. Within the sales comparison approach, the appraiser employed the price per acre methodology.

Per USPAP 2020-2021, this is an Appraisal Report. It is presented in a summarized format with supporting documentation retained in the appraiser's files.

It should be noted that the undersigned have experience in appraising properties considered similar to the subject, in the subject market area, and therefore comply with the competency rule as outlined by USPAP (2020/2021 Edition).

MARKET UNCERTAINTY: The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organization as a Global Pandemic on March 11, 2020, is causing heightened uncertainty in local and global market conditions. Financial markets experienced rapid declines beginning in late February due to restrictions in general supply and demand, strict travel restrictions, and investor uncertainty. The effect COVID-19 will have on the real estate market in this region is unknown and will depend on the scale and duration of the pandemic. A prolonged pandemic would likely have a significant impact on the real estate market; however, no noticeable declines have occurred to this point. Our valuation is based on the information available to use as of the date of the report. It should be noted, values could change rapidly due to the unstable market conditions.

SALES HISTORY: The property is currently owned by the New Mexico Junior College Foundation. The subject ownership has not changed within the three years prior to the

effective date (10/2/2017 – 10/2/2020) according to my research. Additionally, the appraiser is not aware of any listing, option, or contract associated with the subject property.

DESCRIPTION OF REAL ESTATE APPRAISED:

Regional Area Analysis - The subject properties are located in Lea County, being west of the City of Hobbs. More specifically, Tract 1 is 160.00 acres of vacant land located on the west side of State Highway 8, south of U.S. Highway 62; while Tracts 2 & 3 are 34.01 total acres of vacant land (30.00 acres & 4.01 acres), being located south of U.S. Highway 62, west of the Lea County Regional Airport. Hobbs is the 8th largest city in New Mexico. The city is located in the eastern portion of the state, located five (5) miles west of the Texas border. The U.S. Bureau of Census determined the 2010 population of Hobbs and Lea County to be 29,292 and 64,727, respectively (1.42% and 3.24%, respectively, of the state’s total population of 2,059,179). Hobbs has become a commercial center for West Texas and Eastern New Mexico, stabilizing the boom and bust cycle of the oil industry. In addition to oil, agriculture is also a major force within the community with major products grown including corn, cotton, peanuts, wheat, hay, and sorghum. Current population, demographics, housing, and retail trade area statistics have increased in most recent years. The new Black Gold Casino and Race Track (Hobbs), plus the Uranium Enrichment Plant (Eunice), has further spurred growth in the City of Hobbs.

The population trends have affected the economic picture of Lea County and City of Lovington reporting areas. 2019 reflected a total of 30,054 people employed in Lea County as compared to 21,472 in 2000. The most recent unemployment rate (9/20) is 13.2% for Lea County, while the labor force is 33,306.

The following chart reflects the civilian labor force (CLF) and unemployment rate relative to Lea County in comparison to the State of New Mexico.

UNEMPLOYMENT DATA				
Region	September 2019		September 2020	
	Rate	CLF	Rate	CLF
State of New Mexico	4.6%	955,891	9.3%	950,489
Lea County	3.9%	31,041	13.2%	33,306

Due to the current Covid-19 Virus outbreak and an oversupply, oil was recently trading for less than \$30/bbl; however, most recently oil has been trading for \$40/bbl and higher. The timing of recovery, and possible impact these issues could have on the local economy, is

dependent upon supply and demand regaining equilibrium; while the impact of Covid-19 depends on the ability for the United States to control and combat the virus. At this time, one can only speculate as to what the impact “may” be; however time will be the final arbiter. At this point, unemployment levels have risen and general spending has declined; however, there have been no noticeable indicators that point to declining values or market levels in the real estate sector. Ultimately, if the market continues to decline, it is reasonable to assume that the real estate sector will also be affected.

The overall backbone of the Lea County economy remains the oil and gas industry, farming, and ranching. Wholesale and retail distribution also play an important role. Additionally, the food processing industry has shown recent growth in the region with an increase in the dairy industry. Being centrally located in the Eastern New Mexico plains, plus being in proximity to several larger communities should continue to enhance the overall growth and economic outlook for the region. In conclusion, the overall Lea County economy has been somewhat stable in the past, and should remain so in the future.

Neighborhood Analysis - The subjects of this report include three parcels of vacant land in Lea County, New Mexico. Tract 1 (Subject 1) is 160.00 acres of vacant land located on the west side of State Highway 8, south of U.S. Highway 62; while Tracts 2 & 3 (Subject 2) are 34.01 total acres of vacant land (30.00 acres & 4.01 acres), being located south of U.S. Highway 62, west of the Lea County Regional Airport. State Highway 8 is a primary north/south thoroughfare that allows passage from U.S. Highway 62 (Carlsbad Highway) to the north and to Monument and State Highway 176 to the south. U.S. Highway 62 (Carlsbad Highway) is a primary east/west thoroughfare, allowing passage to Carlsbad (west) and Hobbs (east). Surrounding uses at Tract 1 include ranch land in all directions; while surrounding uses at Tracts 2 & 3 include ranchland plus the Lea County Regional Airport. Primarily, surrounding terrain is level to gently sloping. Residential development is sparsely scattered throughout the subject neighborhood, generally being single-family homes on large acre tracts in rural locations.

Site Description - A full metes and bounds legal description was made available to the appraiser in this instance (See Exhibits). The subjects are briefly legally described as follows:

Tract 1: “160.00 Acres out of the SE/4 of Section 8, Township 19 South, Range 37 East, N.M.P.M, Lea County, New Mexico.”

Tract 2: “30.00 Acres out of the E/2 of Section 10, Township 19 South, Range 37 East, N.M.P.M, Lea County, New Mexico.”

Tract 3: “4.01 Acres out of the SW/4 of Section 11, Township 19 South, Range 37 East, N.M.P.M, Lea County, New Mexico.”

Tract 1 (Subject 1) is 160.00 acres of vacant land located on the west side of State Highway 8, south of U.S. Highway 62; while Tracts 2 & 3 (Subject 2) are 34.01 total acres of vacant land (30.00 acres & 4.01 acres), being located south of U.S. Highway 62, west of the Lea County Regional Airport. State Highway 8 is a primary north/south thoroughfare that allows passage from U.S. Highway 62 (Carlsbad Highway) to the north and to Monument and State Highway 176 to the south. U.S. Highway 62 (Carlsbad Highway) is a primary east/west thoroughfare, allowing passage to Carlsbad (west) and Hobbs (east). Subject 1 (Tract 1) maintains adequate access via State Highway 8; while Subject 2 (Tracts 2 & 3) does not maintain frontage along any roadways. It is assumed for the purposes of this analysis, that Subject 2 can be accessed via easements or a shared access agreement with adjacent tracts.

Tract 1 (Subject 1) is a rectangular shaped tract with adequate frontage and utility for the current use (vacant ranch land). Tracts 2 & 3 (Subject 2) are irregular in shape (See Plat in Exhibits), while access is also somewhat limited with no frontage.

Based on the available plat map and my physical inspection, no adverse easements impact the subject site, which is assumed to be correct.

According to the most recent available flood plain maps (Panel Nos. 35025C1325D & 35025C1350D – 12/16/2008), the subject tracts are not located within the flood hazard area, being located within Zone D, described as an area with minimal flood potential. However, the appraiser does not warrant this statement and a flood certificate is recommended for final determination.

The topography of each tract is generally level to slightly sloping; while Tract 1 (Subject 1) is bisected by a small draw; however, based on the highest and best use of this tract, the topography does not negatively impact the value in this instance. Based upon maps obtained from the United States Department of Agriculture, Soil Conservation Service, there appears to be two primary soil types located within the confines of Subject 1 (Tract 1), which are described as follows:

Kimrough-Lea complex, dry, 0 to 3 percent slopes (60.6%) is a gently sloping soil found on plains or playa rims. The typical profile consists of gravelly loam about 3 inches thick, loam from 3 to 10 inches, and cemented material from 10 to 80 inches. This soil is well drained, runoff is low, permeability is very low to moderately low (0.00 to 0.01 in/hr), and available water storage is very low (approximately 1.4 inches).

Portales loam, 0 to 3 percent slopes (31.4%) is a gently sloping soil found on plains. The typical profile consists of loam about 14 inches thick, clay loam from 14 to 35 inches, loam from 35 to 43 inches, and sandy clay loam from 43 to 80 inches. This soil is well drained, runoff is low, permeability is moderately high to high (0.57 to 1.98 in/hr), and available

water storage is moderate (approximately 7.6 inches). Each of these soils are typical of the area and suitable for the current use as ranch land.

The remaining soil at Subject 1 (Tract 1) is comprised of Stegall and slaughter soils (8.0%). There appears to be two primary soil types located within the confines of Subject 2 (Tracts 2 & 3), which are described as follows:

Kimbrough-Lea complex, dry, 0 to 3 percent slopes (55.8%) is a gently sloping soil found on plains or playa rims. The typical profile consists of gravelly loam about 3 inches thick, loam from 3 to 10 inches, and cemented material from 10 to 80 inches. This soil is well drained, runoff is low, permeability is very low to moderately low (0.00 to 0.01 in/hr), and available water storage is very low (approximately 1.4 inches).

Kimbrough gravelly loam, dry, 0 to 3 percent slopes (37.4%) is a gently sloping soil found on plains. The typical profile consists of gravelly loam about 3 inches thick, loam from 3 to 10 inches, and cemented material from 10 to 80 inches. This soil is well drained, runoff is low, permeability is very low to moderately low (0.00 to 0.01 in/hr), and available water storage is very low (approximately 1.4 inches).

The remaining soil at Subject 2 (Tracts 2 & 3) is comprised of Portales loam, 0 to 3 percent slopes (6.8%). Each of these soils are typical of the area and suitable for a wide variety of uses.

The subject tracts are not located within the City Limits of Hobbs, and are not subject to any zoning restrictions. Additionally, the subject tracts are not served by city utilities (water or sanitary sewer). Electric, telephone, and gas are within proximity and available to each tract.

Agricultural Description – Subject 1 (Tract 1) maintains 160.00 acres of land; while Subject 2 (Tracts 2 & 3) is 34.01 acres of land, with each tract being 100% native pasture to include grasses and mesquite trees. Based on available records, the subject tracts do not maintain any water rights, which is assumed to be correct.

Tax Analysis - The subjects are taxed as being non-residential, outside the city limits (Hobbs). The 2020 combined mill rate is \$27.972/\$1,000. Within New Mexico the assessed value is one-third of the full value. The owner number associated with the subjects is 79283, while the market value is equal to \$618 and the taxable value is equal to \$206. The current owner is a tax exempt non-profit organization.

HIGHEST AND BEST USE:

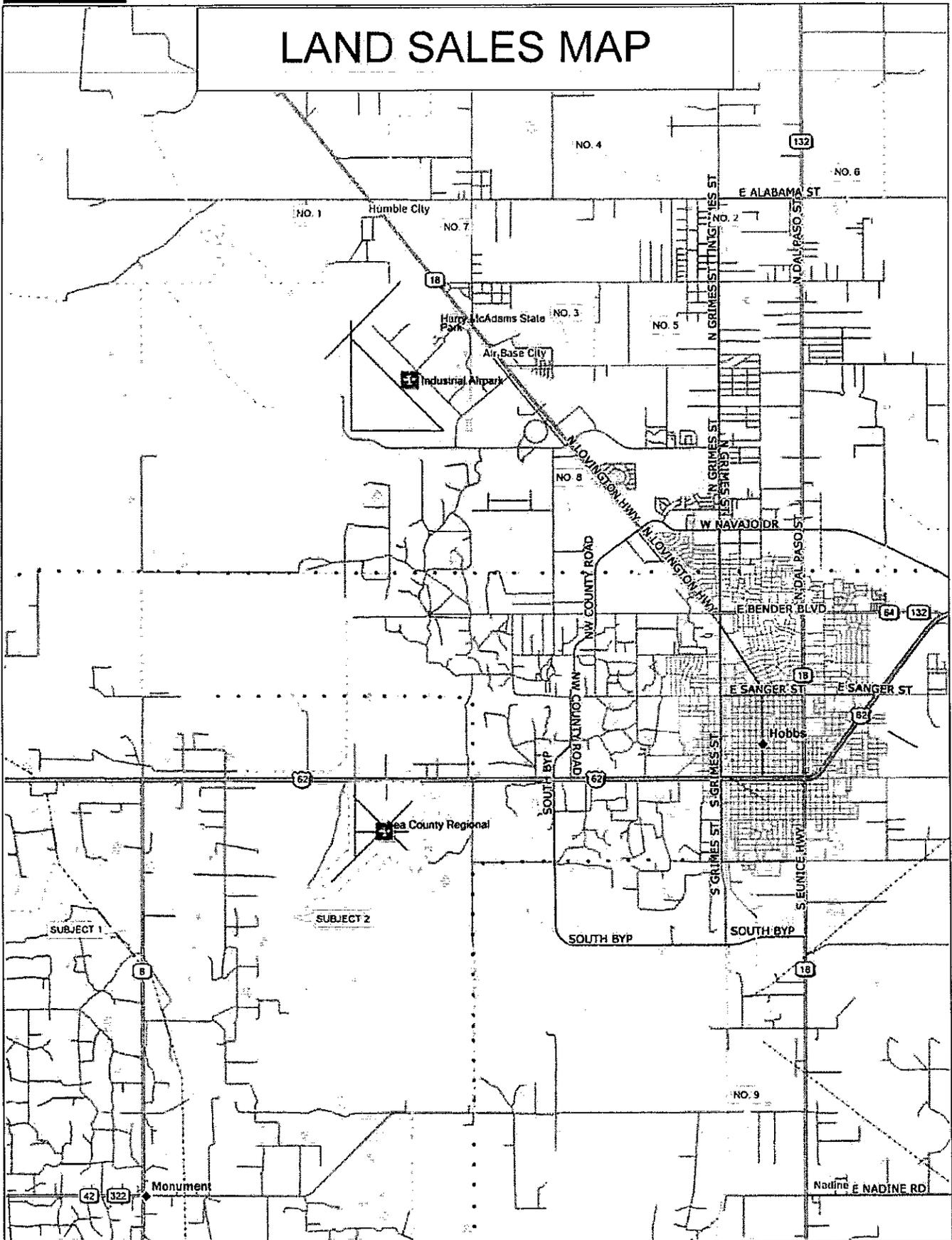
Subject 1 (Tract 1) Highest and Best use as though vacant - The physical characteristics associated with Subject 1 (Tract 1) are adequate for most forms of agriculture development (ranch). This area is undeveloped and rural in nature. The location is good in relation to surrounding ranches and farm land, with adequate access. Therefore, it can reasonably be concluded that a ranch is the most maximally productive use. The highest and best use of Subject 1 (Tract 1), as of October 2, 2020, is the current use as ranch land. The most probable buyer is an owner occupant.

Subject 2 (Tracts 2 & 3) Highest and Best use as though vacant - The physical characteristics associated with Subject 2 (Tracts 2 & 3) are adequate for most forms of commercial development. Subject 2 is located just west of the Lea County Regional Airport, and just south of U.S. Highway 62 with somewhat limited access and utility. Based on the access and utility of these tracts, it can reasonably be concluded that an assemblage with an adjacent use is the highest and best use. The highest and best use of Subject 2 (Tracts 2 & 3), as of October 2, 2020, is as an assemblage with an adjacent use. The most probable buyer is an adjacent user.

SUMMARY OF ANALYSIS AND VALUATION:

Sales Comparison Approach - Value of Subject 1 (Tract 1) "As Is", being vacant land, was estimated employing the Sales Comparison approach. There have been a moderate number of land sales in the immediate or competitive areas. This land valuation will include Subject 1 (Tract 1 @ 160.00 Acres) only, with an estimate given to Subject 2 (Tracts 2 & 3 @ 34.01 Acres) based upon adjustments made from valuation of Subject 1. Details associated with the employed comparables are located in the Addendum as Exhibit C. A map and summary of these sales is as follows:

LAND SALES MAP



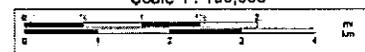
Data use subject to license.

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Scale 1 : 100,000



1" = 1.58 mi

Data Zoom 11-0

LAND SALES SUMMARY				
#	DATE	SIZE/ACRES	FRONTAGE	SALES PRICE/ACRE
1	6/14	332.46	Three sides	\$2,500
2	6/15	128.00	One side	\$4,500
3	11/16	38.04	Two sides	\$4,995
4	2/17	80.00	One side	\$3,000
5	8/17	40.00	One side	\$7,375
6	5/18	26.69	One side	\$4,121
7	9/18	25.83	One side	\$8,711
8	3/19	74.66	One side	\$6,500
9	6/19	46.41	None	\$3,232

The following analyzes the most comparable properties as compared to the subject property ("+" adjustments indicate that the comparable is inferior to the subject and must be adjusted upward; "-" adjustments indicate that the comparable is superior to the subject and must be adjusted downward; and "0" indicates that the comparable and subject are similar overall in this factor of comparison and no adjustment is warranted).

The sales available and obtained by the appraiser are the most comparable in this instance, and are believed to be a good indication of a range in value. Sale Nos. 2, 4, & 9 will be employed in the adjustment chart. The sales price per acre unit of comparison appears to be more applicable in this market. The adjustment chart that follows will be a comparison available sales to the subject.

ADJUSTMENT GRID				
	Subject 1	No. 2	No. 4	No. 9
Price/Acre		\$4,500	\$3,000	\$3,232
Sale Date		6/15	2/17	6/19
Time Adj.		-0-	-0-	-0-
Conditions of Sale		Cash	Cash	Cash
Adj.		-0-	-0-	-0-
Adj. Price		\$4,500	\$3,000	\$3,232
Size/Acres	160.00	128.00	80.00	46.41
Adj.		-0-	-5%	-10%
Location	Average	Superior	Superior	Superior
Adj.		-40%	-10%	-10%
Utility	Average	Similar	Similar	Inferior
Adj.		-0-	-0-	+5%
Total Net Adjustment		-40%	-15%	-15%
Adjusted Sale Price		\$2,700	\$2,550	\$2,747
ADJUSTMENT ANALYSIS				
Number of Adjustments		1	2	3
Total Gross Adjustment		40%	15%	25%

EXPLANATION OF ADJUSTMENTS

Date of Sale/Time - The effective date of this appraisal is October 2, 2020. The sales utilized in this analysis occurred between June 2015 and June 2019. Based on my analysis, there does not appear to be an increase or decrease in value over this time, and no adjustments are necessary for Date of Sale/Time.

Conditions of Sale - All of the sales were sold on the basis of cash and no adjustments were necessary for this factor.

Size – Nos. 4 & 9 - Subject 1 contains 160.00 acres, being similar to No. 2 (128.00 Acres), but larger than Nos. 4 (80.00 Acres) & 9 (46.41 Acres). Typically, due to the economies of scale, larger tracts sell for less per acre than smaller tracts, while the opposite is also true. Thus, a negative adjustment was applied to Sale Nos. 4 & 9, while No. 2 did not need an adjustment.

Location – Nos. 2, 4, & 9 - Tract 1 (Subject 1) is 160.00 acres of vacant land located on the west side of State Highway 8, south of U.S. Highway 62. State Highway 8 is a primary north/south thoroughfare that allows passage from U.S. Highway 62 (Carlsbad Highway) to the north and to Monument and State Highway 176 to the south. U.S. Highway 62 (Carlsbad Highway) is a primary east/west thoroughfare, allowing passage to Carlsbad (west) and Hobbs (east). Overall, the location is average, being somewhat rural.

The sales are located in Lea County, being similar to the subject in this regard. However, each sale maintains superior surrounding development, being less rural or in areas with significant development. As a result, each sale is superior to the subject, and negative adjustments are required.

Utility – No. 9 - When comparing utility or usefulness of the comparables to Subject 1, I have considered road frontage, shape or configuration of the tract, flood plain status, and availability of utilities.

Subject 1 is an interior location with one side of frontage, contiguous, is not located in the flood hazard area, and does not maintain access to city water or sanitary sewer. Overall, the utility of Subject 1 is considered to be average.

Sale Nos. 2 & 4 are similar in all aspects of utility, with no adjustments required. Sale No. 9 is similar in most aspects, with the exception of frontage. No. 9 does not maintain any true frontage, being accessed via an easement. Thus, Sale No. 9 is inferior to the subject, and a positive adjustment is warranted for utility.

Site Value Conclusion - The range of prices after adjustments varied from a low on Sale No. 4 of \$2,550/Acre to a high of \$2,747/Acre on Sale No. 9. Adjustments were necessary for size (Nos. 4 & 9); location (Nos. 2, 4, & 9); plus utility (No. 9). As a result, Sale No. 9 required the most (three) number of adjustments, followed by No. 4 (two), while No. 2 required the fewest (one) number of adjustments. However, adjustments to Sale No. 2 resulted in the largest (40%) total net adjustment, followed by Nos. 2 & 4 (15%). Due to the tight range, each sale will receive equal emphasis in the final analysis.

After all adjustments and considering the physical factors of Subject 1 (size, location and utility), a value of **\$2,650/Acre** (rounded) is considered reasonable and valid for Subject 1. Thus, the value of Subject 1 is calculated as follows:

SIZE/ACRES		PRICE/ACRE		INDICATED VALUE
160.00	X	\$2,650	=	\$424,000
ROUNDED TO \$420,000				

SUBJECT 2 (TRACTS 2 & 3) – The previous analysis determined the value of Subject 1 (Tract 1). This analysis will estimate the value of Subject 2 (Tracts 2 & 3), which includes 34.01 Acres. Noted differences between Subject 1 and Subject 2 include size, location, and utility. Subject 1 is larger than Subject 2, while a positive (10%) adjustment is necessary for size. Subject 2 is also superior to Subject 1 in regard to location, being less rural and adjacent to the Lea County Regional Airport. As a result, a positive (10%) adjustment is warranted for location. Lastly, Subject 1 is superior to Subject 2 in regard to utility. The shape of Subject 2 is irregular, while limited access is also available. Thus, a negative (10%) adjustment is needed for utility. Overall, a positive adjustment of 10% is applied to the value/acre of Subject 1 to arrive at the value/acre of Subject 2. Thus, the value of the Tracts 2 & 3 (Subject 2) is estimated to be \$2,900/Acre (rounded) or **\$100,000** (rounded).

Reconciliation and Value Conclusion:

Tract 1 (Subject 1):	\$420,000
Tracts 2 & 3 (Subject 2):	\$100,000

The Sales Comparison Approach was given sole and primary consideration in this analysis, due to the fact that the subjects are vacant land. Overall, based on my analysis of the subject properties, the estimated “As Is” Fee Simple Market Value of Tract 1 (Subject 1), as of October 2, 2020, was: **\$420,000**. The estimated “As Is” Fee Simple Market Value of Tracts 2 & 3 (Subject 2), as of October 2, 2020, was: **\$100,000**.

Marketing/Exposure Period

Market value is based on the premise that a reasonable time is allowed for exposure in the open market, considering the property type and local market conditions. Reasonable exposure time is one of a series of conditions (i.e., typically motivated buyer and seller, both parties well-informed) under which the current sale is presumed to occur. Exposure time precedes the effective date of appraisal. This fact is substantiated by related facts in the appraisal process: the use of current cost information and supply/demand conditions as of the effective date of appraisal, the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer), and the analysis of future income expectancy estimated from the effective date of appraisal.

There is a limited supply of vacant land for sale in the subject's area. Additionally, the subject sites are in proximity to several primary thoroughfares. Because of these factors, it is believed that the subject would attract investor interest if offered for sale. The estimate of market value is based on a marketing and/or exposure period of 12 months.

It should be noted, due to the current oil & gas market and impact of Covid-19, the marketing and/or exposure time could be impacted. However, at this time, the real estate market does not show any indicators pointing to an extended marketing and/or exposure time.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

It is assumed that title to the property herein appraised is good and merchantable, and in fee simple. The value is reported without regard to questions of title, boundaries, encroachments, environmental regulations, licenses, or other matters of a legal nature unless noncompliance has been stated, defined, and considered in the appraisal report.

Also, the value is estimated under the assumption that there will be no international nor domestic political, economic, nor military actions that will seriously affect real estate values throughout the country.

Certain information concerning market and operating data was obtained from others. A rent roll was not provided to the appraiser. This information is verified and checked, where possible, and is used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed. Dimensions and areas of the subject property and of the comparables were obtained by various means and are not guaranteed to be exact.

Real estate values are influenced by a large number of external factors. The data contained herein is all of the data I consider necessary to support the value estimate. I have not knowingly withheld any pertinent facts, but I do not guarantee that I have knowledge of all factors which might influence the value of the subject property. Due to rapid changes in external factors, the value estimate is considered reliable only as of the date of appraisal.

Opinions of value contained herein are estimates. This is the definition of an appraisal. There is no guarantee, written or implied, the subject property will sell for such amounts. The value estimated assumes that the property is under responsible ownership and has competent and prudent management.

The appraiser will not be required to give testimony or attendance in court or before other legal authority by reason of this appraisal without prior agreement and arrangement between the employer and the appraiser.

Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

Neither all nor any part of the contents of this report (especially any opinions, analysis, or conclusions concerning value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or the MAI Designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, prospectus for securities, or any other public means of communication without prior written consent and approval of the undersigned.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structure which would render it more or less valuable, except as stated in this report. No responsibility is assumed for such conditions or engineering which may be required to discover them. It is assumed that a prudent owner/buyer would allow the inspection of the property by a qualified soils or structure engineer if conditions required.

The distribution of the total valuation in this report between land and improvements applies only under the reported Highest and Best Use of the land. The allocations of value for land and improvements, if presented, must not be used in conjunction with any other appraisal and are invalid if so used.

No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.

This appraisal was prepared by SMS Appraisal Services and consists of trade secrets and commercial or financial information which are privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). Please notify Steven M. Sparks of any request of reproduction of this appraisal.

Under no circumstances shall the company's or appraiser's liabilities exceed the fee actually collected for this report, and then only in case of a gross error which would have materially affected the appraiser's value opinion as of the date of valuation. Thus, by accepting this report, acknowledgment is made that a value opinion is an opinion only, and not a provable fact. As a personal opinion, valuation may vary between appraisers based on the same facts. Therefore, the company and the appraiser warrants only that the value conclusion is the best opinion as of the exact day of valuation.

No investigation was made by the appraiser to determine if asbestos, fiberglass, or synthetic mineral fiber products are present in improved properties. The existence of such fibers, if any, would have to be determined by a qualified inspector. It is assumed that there are no asbestos, fiberglass, synthetic material fiber products, nor other contaminants present that would materially affect value.

The ADA extends to individuals with disabilities civil rights protection similar to those provided to persons previously on the basis of race, sex, national origin and religion under the Civil Rights Act of 1964. One objective of the ADA is to make accessible to persons with disabilities all buildings and other facilities open to the general public on the same basis that those buildings and facilities are available to persons without disabilities. Existing buildings were required to be brought into compliance by July 1992. The appraiser is not an expert in this matter and unless it is specified otherwise in the report, the value conclusion

assumes the subject will not be adversely affected by this act.

Specific Assumptions and Limiting Conditions

It is assumed for the purposes of this analysis, that Subject 2 can be accessed via easements or a shared access agreement with adjacent tracts.

CERTIFICATE

- I certify that, to the best of my knowledge and belief...
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- As of the date of the appraisal, I have no present or prospective interest or bias in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Steven M. Sparks have completed the continuing education program for Designated Members of the Appraisal Institute.
- As of the date of this report, I, Brody Pool have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.
- Brody M. Pool personally inspected the property that is the subject of this report. Steven M. Sparks and Brody M. Pool prepared the analyses, conclusions and opinions concerning the real estate that are set forth in this appraisal report.

- ~~No one provided significant real property appraisal assistance to the person signing this certification.~~
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- It is noted that while it is possible that the subject property could sell within a shorter or longer time period, it is my opinion that a more probable marketing and/or exposure time for this property is one year.
- Based on the foregoing and after consideration of all pertinent factors affecting the property, it is my opinion that the "As Is" Fee Simple Market Value of Tract 1 (Subject 1), as of October 2, 2020, was:

\$420,000

FOUR HUNDRED AND TWENTY THOUSAND DOLLARS

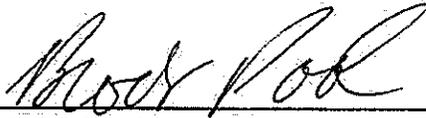
- Based on the foregoing and after consideration of all pertinent factors affecting the property, it is my opinion that the "As Is" Fee Simple Market Value of Tracts 2 & 3 (Subject 2), as of October 2, 2020, was:

\$100,000

ONE HUNDRED THOUSAND DOLLARS



Steven M. Sparks, MAI, CEI
#NM-1114-G (Expires 4/30/2022)



Brody M. Pool
#TX-03606-G (Expires 4/30/2021)

REAL ESTATE APPRAISAL QUALIFICATIONS
OF STEVEN M. SPARKS, MAI, CEI

PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute (#8985)
Certified General Real Estate Appraiser in Texas (#TX-1322593-G), and New Mexico (001114-G).
Realtor, Lubbock Association of Realtors
Certified Environmental Inspector (CEI), Environmental Assessment Association

The Appraisal Institute conducts a mandatory program of continuing education for its designated members. MAI's and SRA's who meet the minimum standard of this program are awarded periodic educational certification. As of the date of this report, I have completed the requirements under the continuing education program and I am currently certified under this program.

EDUCATION

Graduate of Texas Tech University, B.B.A., Petroleum Land Management 1983

Courses include: Farm and Ranch Appraisal, Real Estate Law, Corp. Finance I and II, Real Estate Fundamentals. General background in management finance, marketing, business law, accounting and economics; Dean's List.

Professional Courses - Appraisal Institute: Real Estate Appraisal Principles, Basic Valuation Procedures, Capitalization Theory & Techniques Part A, Capitalization Theory & Techniques Part B, Standards in Professional Practice, Case Studies, Report Writing, Demonstration Report and Comprehensive Exam.

Resolution Trust Corporation - Affordable Housing Appraisal Seminar
Residential Case Study - Appraisal Institute (2/94)
Performing Phase I Site Assessments - EAA (5/94)
Fair Lending and the Appraiser - Appraisal Institute (10/94)
Market Extractions - Appraisal Institute (1/96)
Appraisal of Retail Properties - Appraisal Institute (10/96)
The High Tech Appraisal Office - Appraisal Institute (1/96)
Appraising Nursing Home Facilities - Appraisal Institute (2/97)

EXPERIENCE

1984-Present:

- Appraisal/Environmental of all types of Commercial, Residential, Farm and Ranch Real Estate.
- Appraisal/Environmental experience to include single-family residences, apartments, shopping centers, hotels, office buildings, movie theaters, industrial buildings, land developments, single family subdivisions and vacant land. Past experience in the overbuilt markets of Dallas/Fort Worth (1984-1992) and New England (4/92-6/93).

State of New Mexico
REAL ESTATE APPRAISERS BOARD

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622

This is to certify that
Steven M. Sparks #1114-G

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby granted a license to practice as a

General Certified Appraiser

This appraiser is eligible to perform in Federally Related Transactions

Issue Date: 09/07/1994 Date Expires: 04/30/2022

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

QUALIFICATIONS OF BRODY M. POOL

PROFESSIONAL ASSOCIATIONS

State Authorized – Certified General Real Estate Appraiser (Texas) #TX-1380718-G
State Authorized – Certified General Real Estate Appraiser (New Mexico) #03606-G
Candidate for Designation, Appraisal Institute

EDUCATION

Bachelors of Science – Exercise Science
– Lubbock Christian University, Lubbock, Texas – 2012

Professional Courses: Basic Appraisal Principles; Basic Appraisal Procedures; Uniform Standards of Professional Appraisal Practice; General Appraiser Income Approach Parts I & II; General Appraiser Sales Comparison Approach; General Appraiser Site Valuation & Cost Approach; General Appraiser Market Analysis and Highest and Best Use; Statistics, Modeling, and Finance; General Appraiser Report Writing & Case Studies; Commercial Appraisal Review; & Expert Witness For Commercial Appraisers.

PROFESSIONAL EXPERIENCE

06/17 –	Certified General Appraiser – SMS Appraisal/Environmental Services, Inc.
10/13 – 05/17	Appraiser Trainee – SMS Appraisal/Environmental Services, Inc.
09/12 – 10/13	Appraisal Assistant – SMS Appraisal/Environmental Services, Inc.

State of New Mexico
REAL ESTATE APPRAISERS BOARD

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622



This is to certify that
Brody M. Pool #03606-G

Having complied with the provisions of the New Mexico Real Estate Appraisers Act is hereby granted a license to practice as a

General Certified Appraiser

This appraiser is eligible to perform in Federally Related Transactions

Issue Date: 04/12/2018 Date Expires: 04/30/2021

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

ADDENDUM

ENGAGEMENT LETTER

SMS APPRAISAL/ENVIRONMENTAL SERVICES, INC.

REAL ESTATE APPRAISING & CONSULTING
Steven M. Sparks, CEI, MAI

September 10, 2020

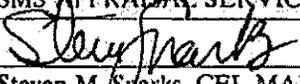
Scotty Holloman
New Mexico Junio College Foundation
1 Thunderbird Circle
Hobbs, NM 88240

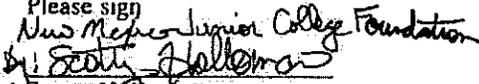
Re: Engagement - Three Parcels
of Vacant Land, Hobbs, NM.

Thank you for the opportunity to offer our services. The fee associated with the referenced property is \$2,500. The purpose of this complete appraisal in a summary format is to estimate the Market Value of the subject property for decision making purposes, with the intended user being the New Mexico Junior College Foundation. The appraisal report performed will be addressed as revealed above, with a delivery date of Three Weeks From the Date Signed. I typically provide an email pdf version of the appraisal. If a hard copy is needed, please inform me in advance. If you agree with this engagement, please sign this letter and return to me via email. Thanks again for the opportunity, and I look forward to hearing from you in the future.

Respectfully submitted,

SMS APPRAISAL SERVICES

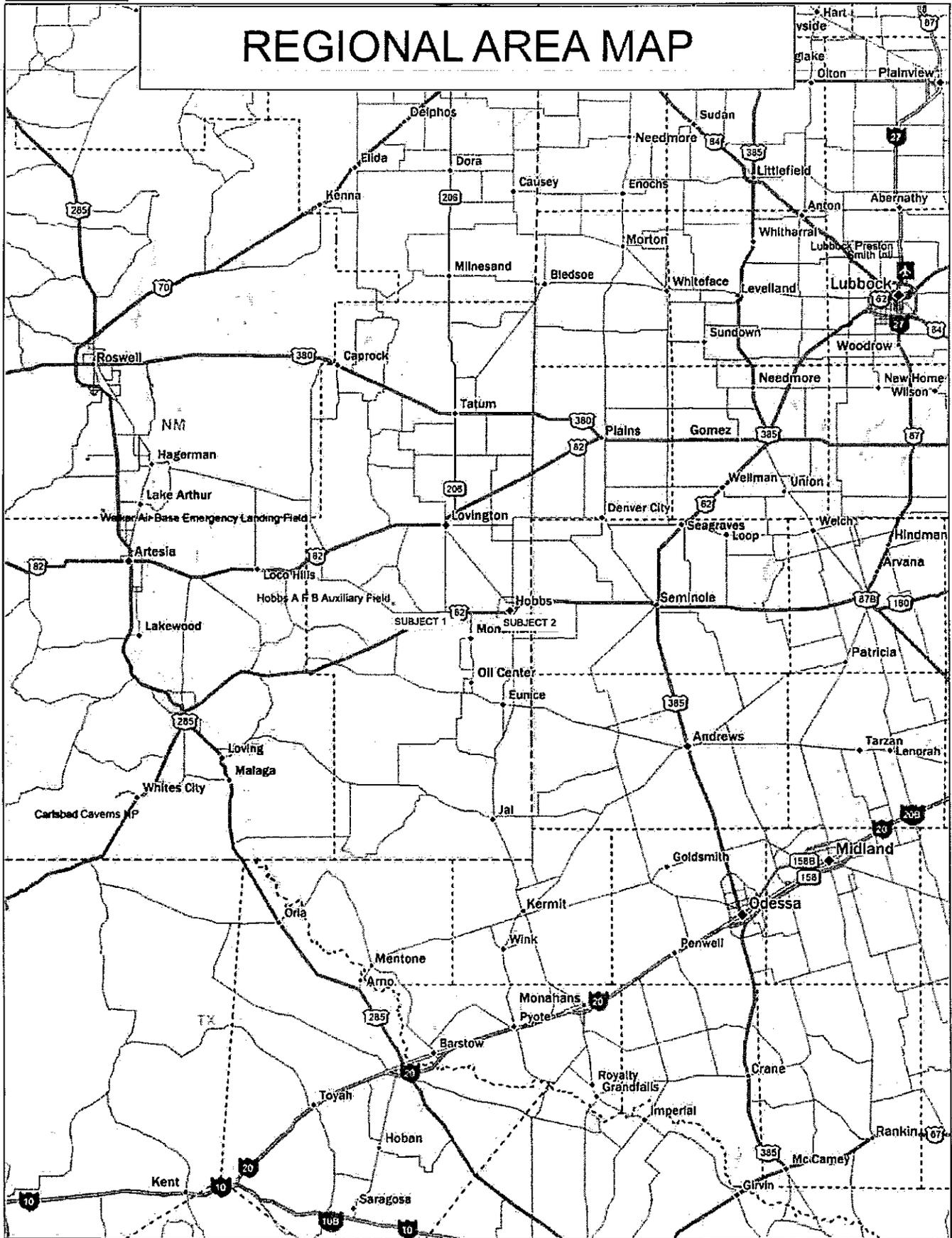

Steven M. Sparks, CEI, MAI
#NM-1114-G (Expires 4/30/22)

Please sign
New Mexico Junior College Foundation

Scotty Holloman
9/10/2020

5109 82nd Street • Suite 7 PMB: #210 • Lubbock, Texas 79424
Telephone (806) 853-2527 • Cell (806) 790-3168
stevemsparks@sms.com

MAPS, PLATS AND PHOTOGRAPHS

REGIONAL AREA MAP



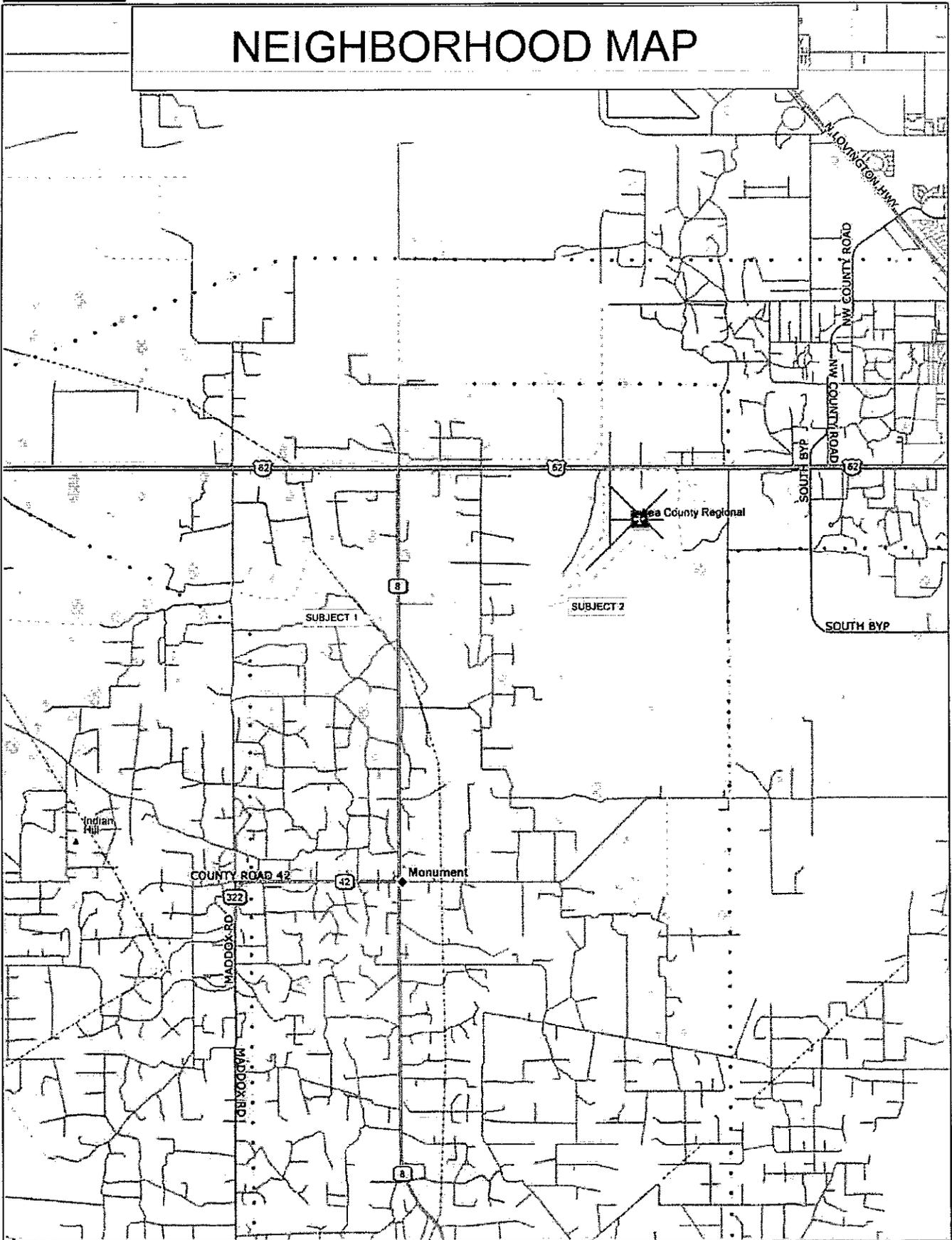
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NEIGHBORHOOD MAP



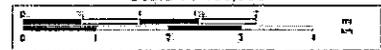
Data use subject to license.

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www.delorme.com



Scale 1 : 100,000



1" = 1.58 mi

Data Zoom 11-0

SURFACE TITLE ONLY:

Township 19 South, Range 37 East, N.M.P.M.

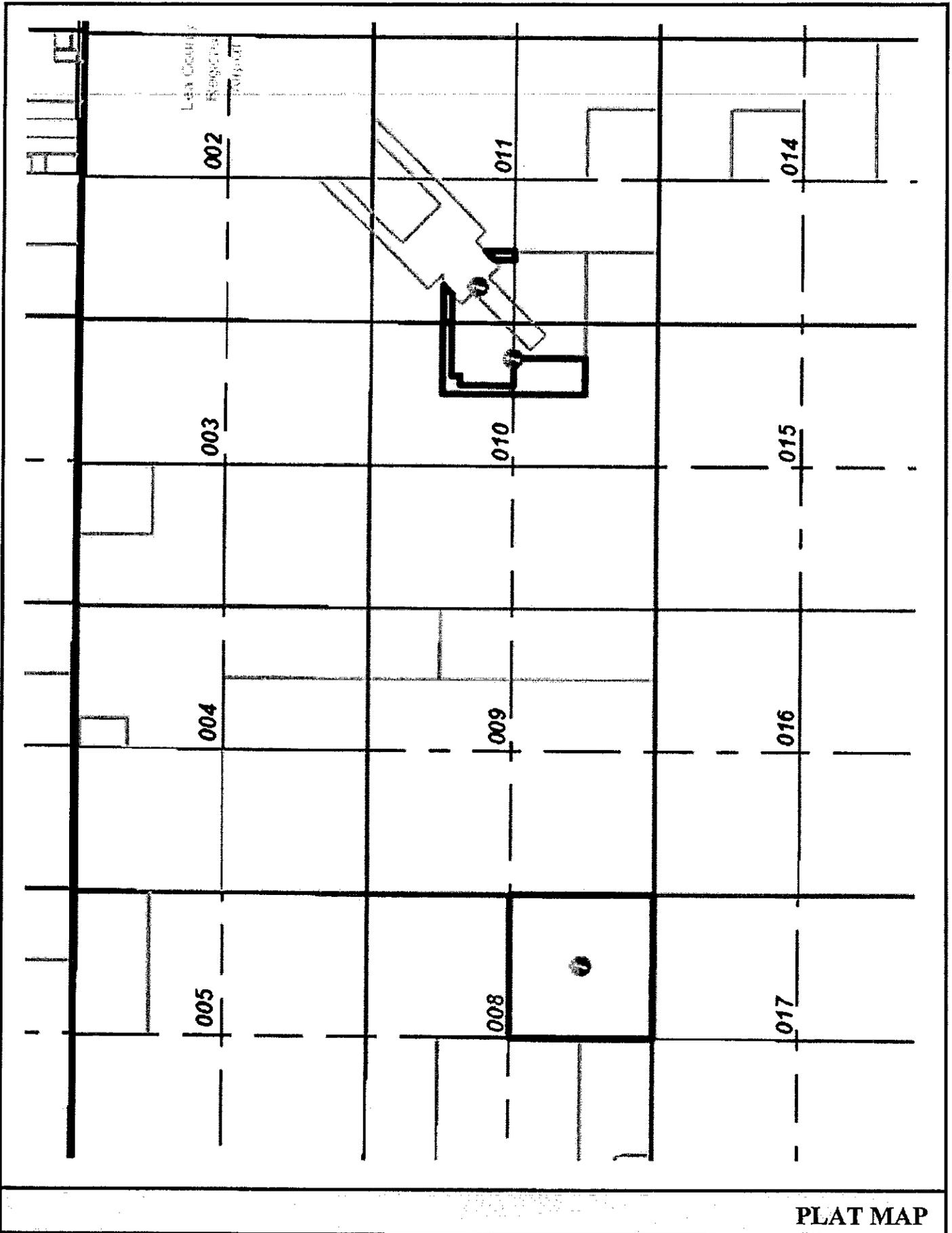
- Section 8: The surface estate only of the Southeast Quarter (SE/4), containing 160 acres, more or less
- Section 10: The surface estate only of the West Half of the Northeast Quarter of the Southeast Quarter (W/2NE/4SE/4), the North Half of the North Half of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (N/2N/2NE/4SE/4NE/4), the North Half of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter (N/2NE/4NW/4SE/4NE/4), the West Half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter (W/2SW/4NW/4SE/4NE/4), the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter (NW/4NW/4SE/4NE/4) and the West Half of the West Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter (W/2W/2SW/4SE/4NE/4), containing 30 acres, more or less
- Section 11: The surface estate only of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (NE/4NE/4SW/4NW/4), the North Half of the North Half of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (N/2N/2NW/4SW/4NW/4), the North Half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (N/2NW/4NE/4SW/4NW/4), the East Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter (E/2SE/4NE/4SW/4NW/4), the East Half of the East Half of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter (E/2E/2SE/4SW/4NW/4) containing 10 acres, more or less

Less and Except the following described two tracts located in Lea County, New Mexico:

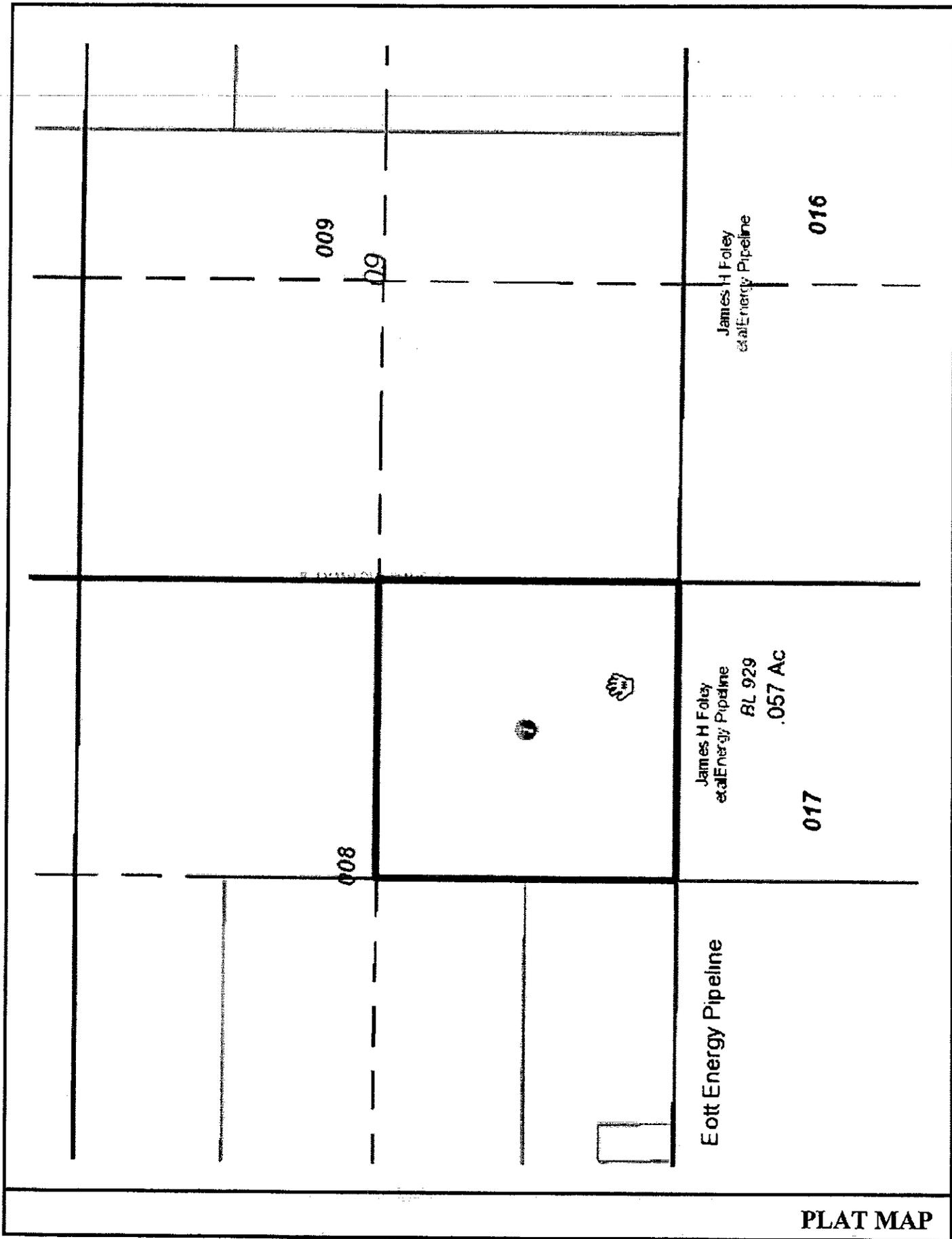
Tract Beginning NE Corner of SE/4NW/4 OF SEC 11, S0D0'54" W 412.94', N44D55'56" W 582.16', N89D53'42" E 411.31' To the point of beginning

and TR BEG S00D32'49" E 1319.45' & N89D19'31" E 678.48' from the NW Corner of Section 11, TH N89D 19'31" E 228.67', S45D30'26" E 582.76', S00D32'13" E 363.02', S44D18'50" W 233.75', N00D32'17" W 611.59', S89D20'01" W 164.89', N00D32'22" W 164.93', S89D20'W 475.33', N44D18'50" E 233.30' to the point of beginning

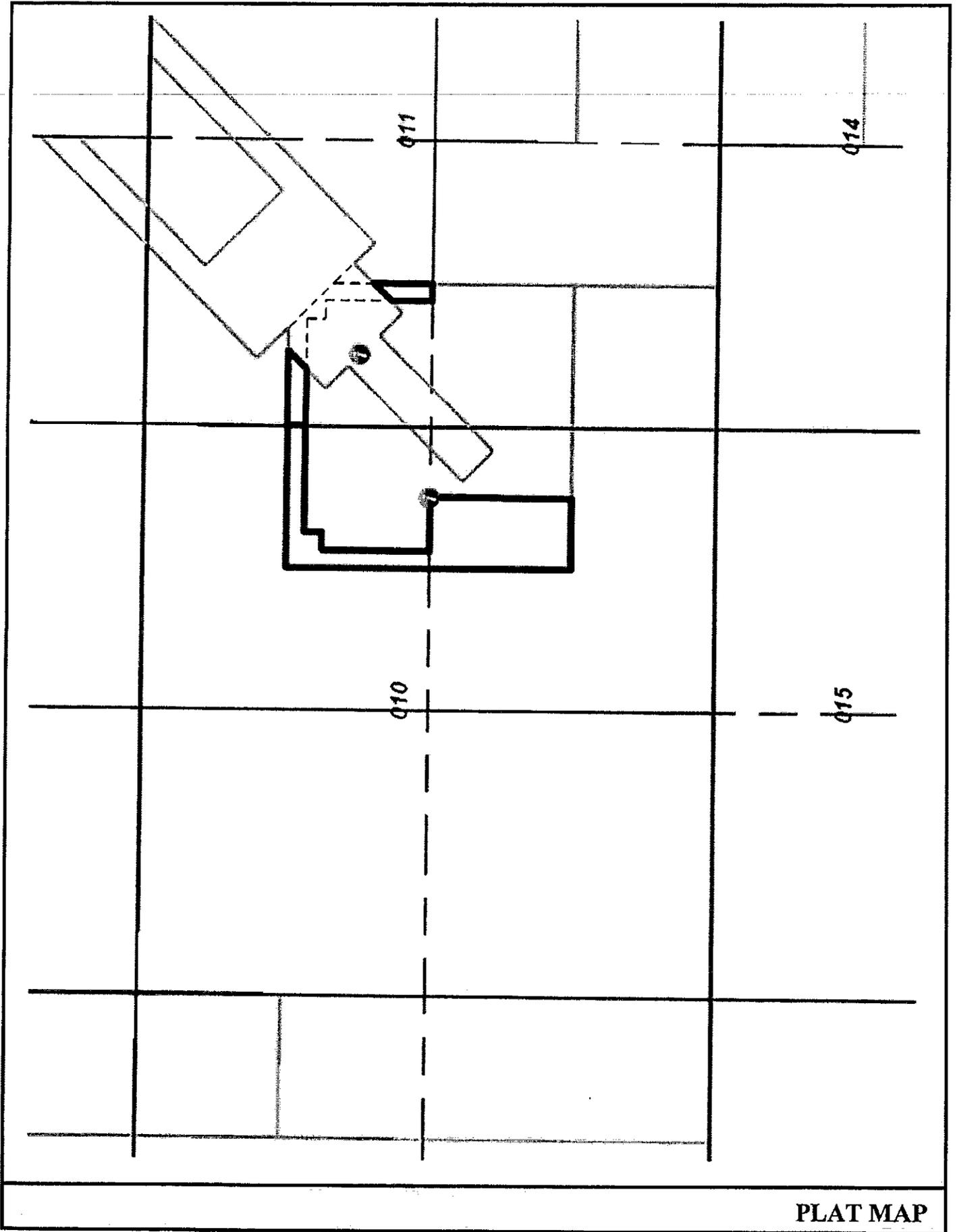
LEGAL DESCRIPTION



PLAT MAP

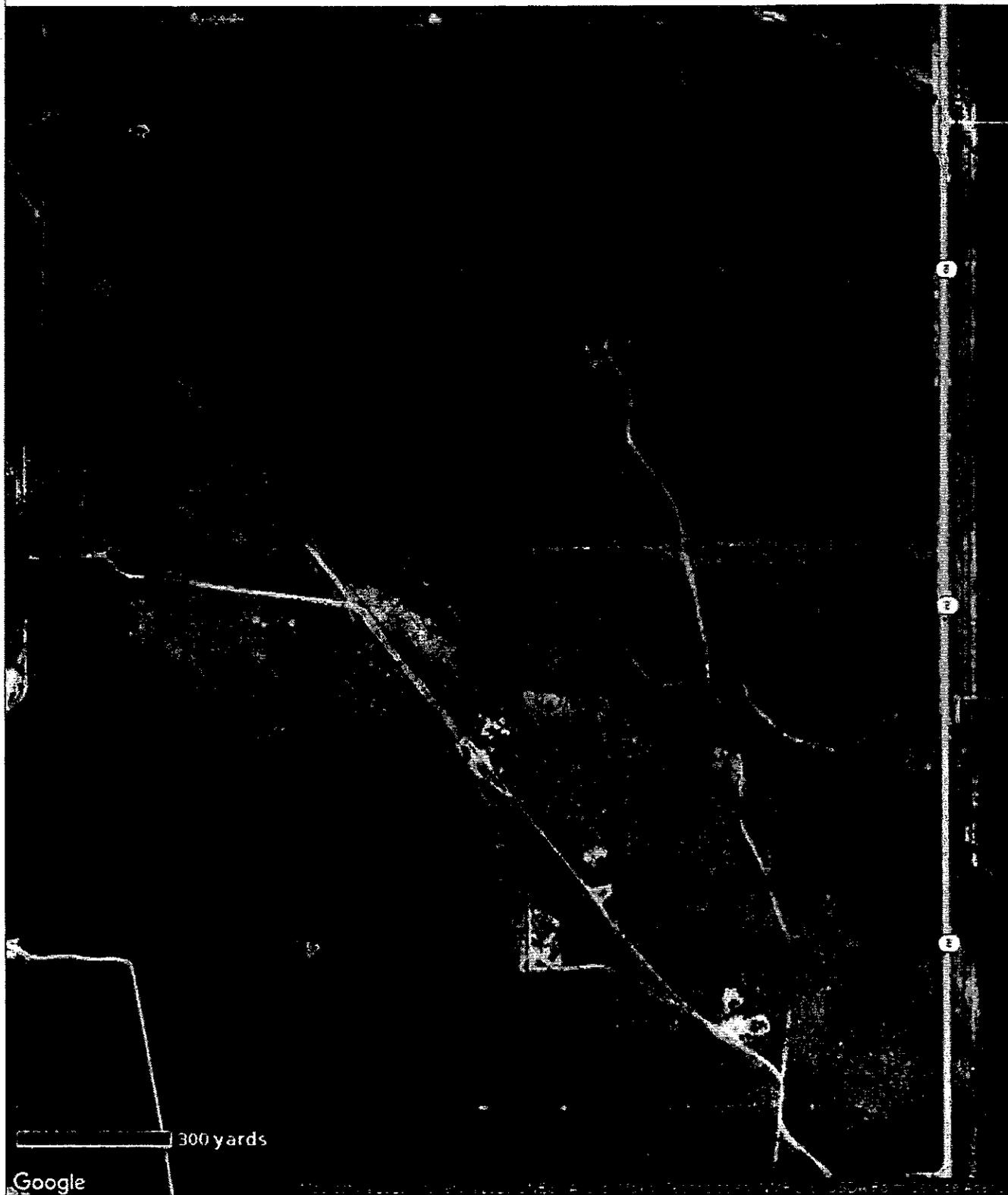


PLAT MAP



PLAT MAP

InterFlood by a la media



Google

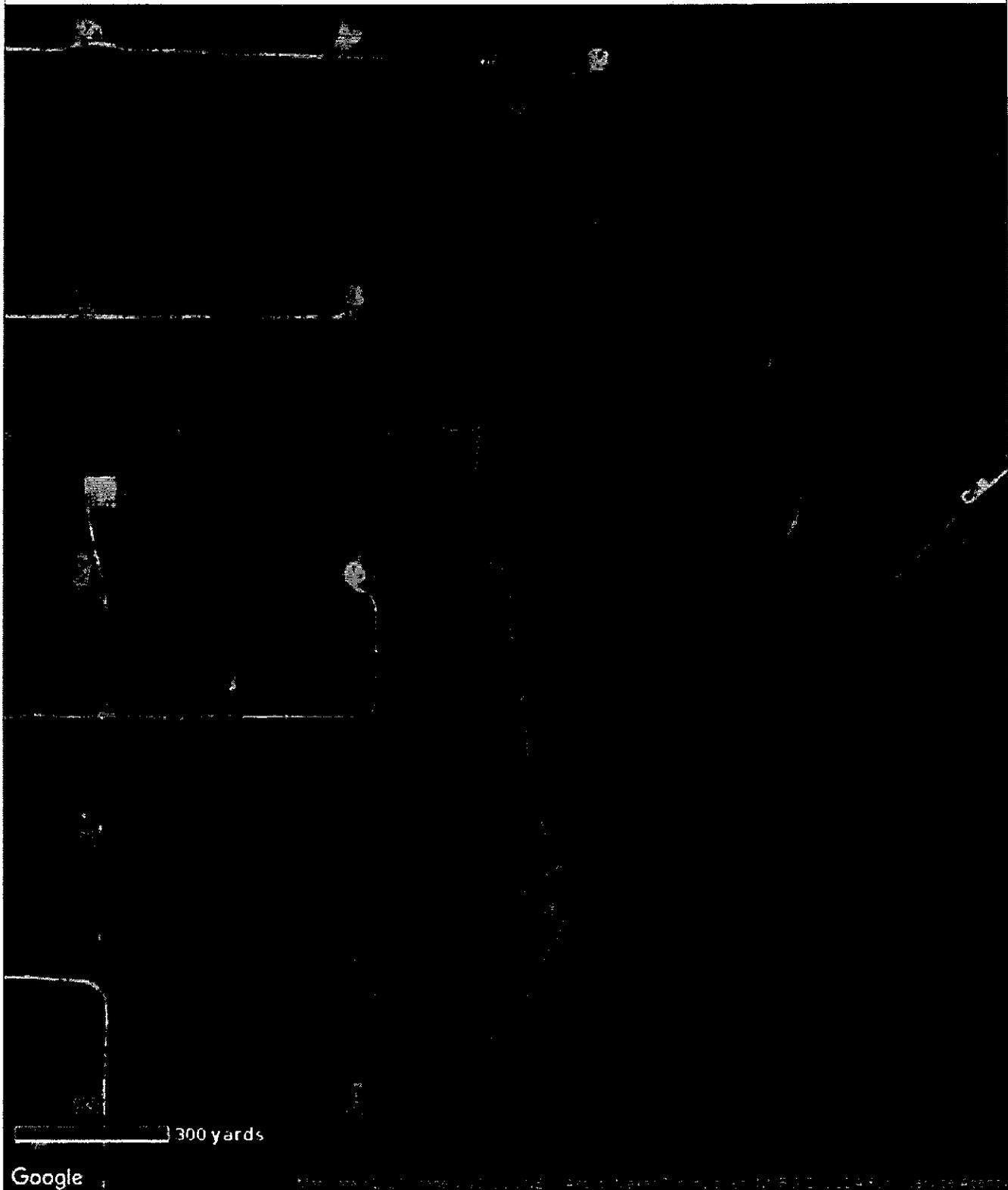
MAP DATA

FEMA Special Flood Hazard Area: **No**
 Map Number: 35025C1325D
 Zone: D
 Map Date: December 16, 2008
 FIPS: 35025

MAP LEGEND

- | | |
|--|---|
|  Areas inundated by 500-year flooding |  Protected Areas |
|  Areas inundated by 100-year flooding |  Floodway |
|  Velocity Hazard |  Subject Area |

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Google

MAP DATA

FEMA Special Flood Hazard Area: **No**
Map Number: 35025C1350D
Zone: D
Map Date: December 16, 2008
FIPS: 35025

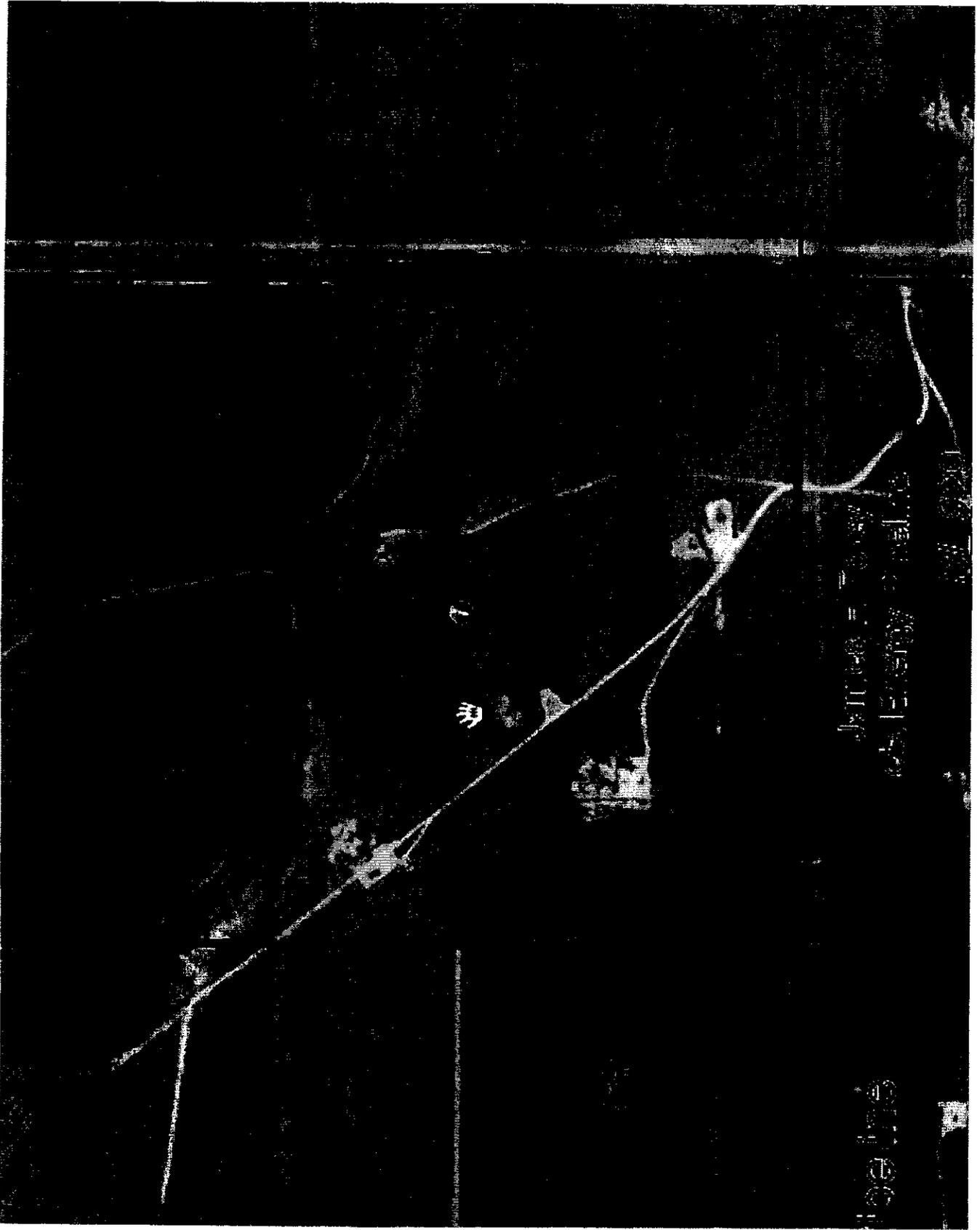
MAP LEGEND

- | | |
|--|---|
|  Areas inundated by 500-year flooding |  Protected Areas |
|  Areas inundated by 100-year flooding |  Floodway |
|  Velocity Hazard |  Subject Area |

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AERIAL PHOTOGRAPH



AERIAL PHOTOGRAPH



AERIAL PHOTOGRAPH

NEIGHBORHOOD PHOTOGRAPHS



1. Facing north along State Highway 8 from the subject vicinity.



2. Facing south along State Highway 8 from the subject vicinity.

SUBJECT PHOTOGRAPHS

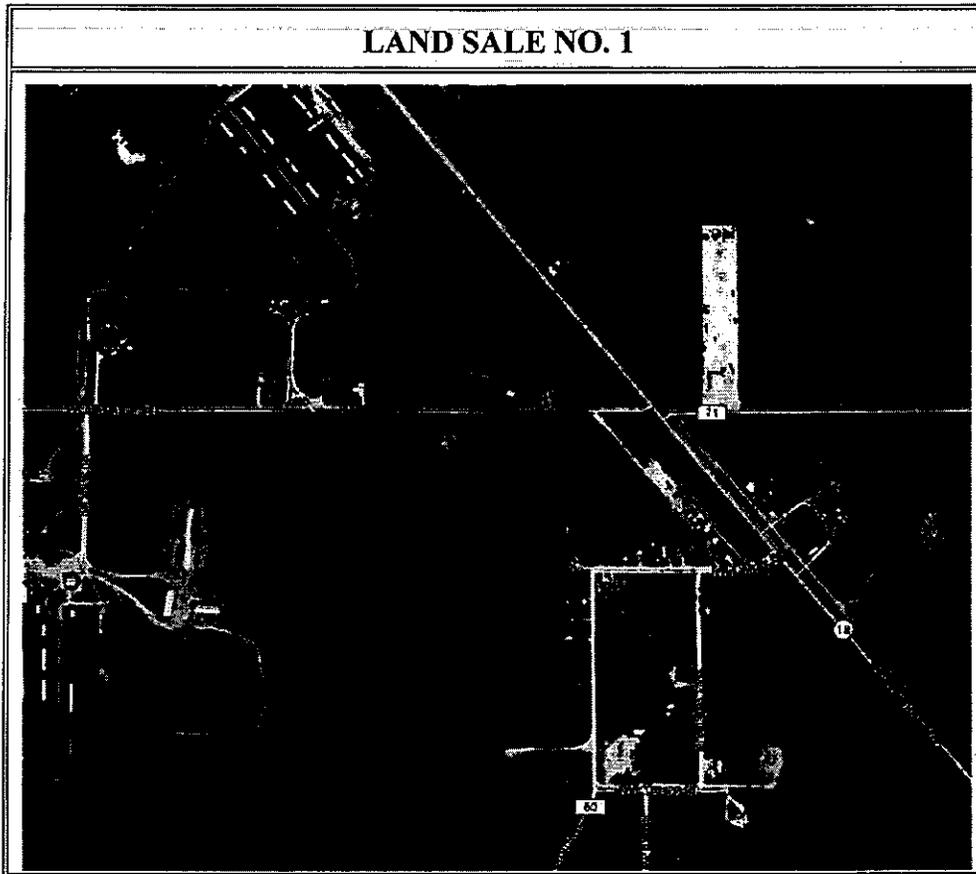


1. Typical view of the subject

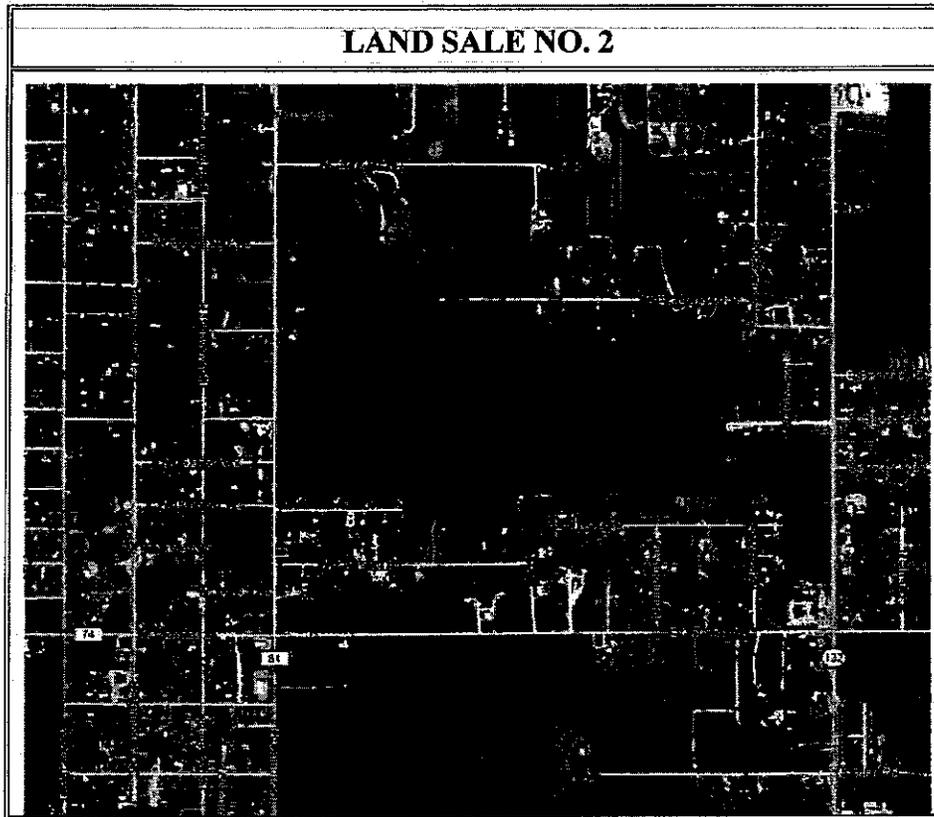


2. Typical view of the subject.

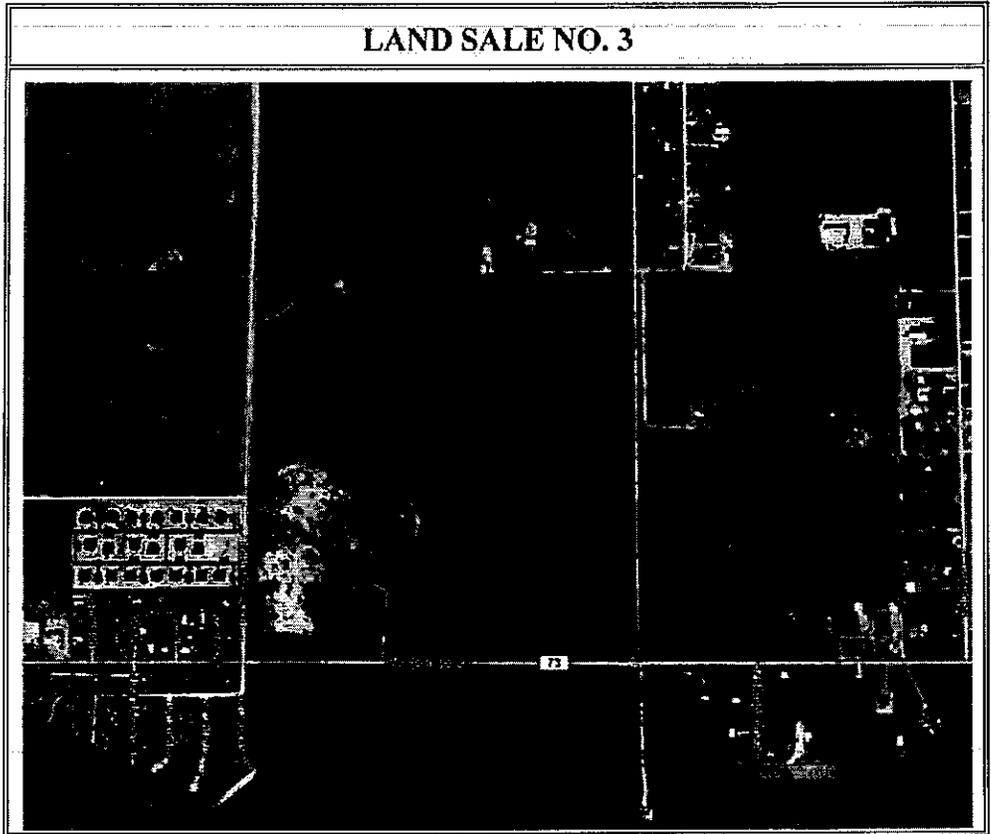
DETAILED LAND SALES



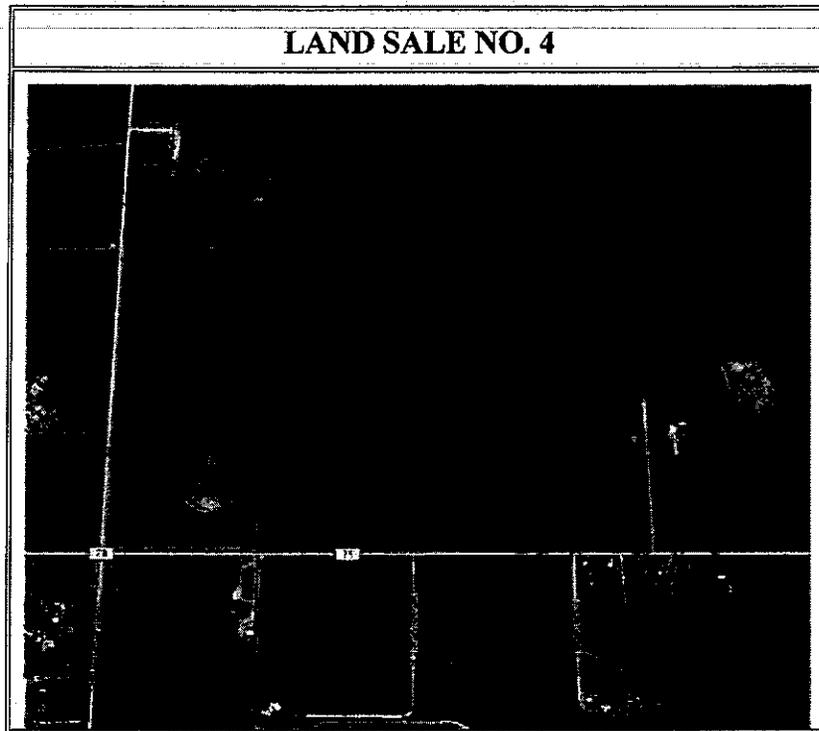
Location:	SEC of the Lovington Highway & Alabama Street
Grantor:	Suerte Land Group
Grantee:	Grimes Land Company
Sale Date:	6/3/2014
Size:	332.46 Acres
Zoning:	None
Legal Description:	NA
Recordation:	NA
Sales Price:	\$831,150
Unit of Comparison:	\$2,500/Acre
Terms:	Cash to seller
Verified:	Appraisers files
Shape:	Irregular
Frontage:	Lovington Highway, Alabama Street, & World Drive
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None



Location:	E/S of N. Grimes, N. of Illinois
Legal Description:	128.00 acres out of N/2SW/4 & W/Six-Tenths of the N/2SE/4 of Section 34, T17S, R38E, NMPM, Lea County, NM.
Grantor:	Libba Land, Ltd.
Grantee:	Y.M.H., Inc.
Sale Date:	6/3/2015
Size:	128.00 Acres
Zoning:	None
Recordation:	1962/672
Sales Price:	\$576,000
Unit of Comparison:	\$4,500/Acre
Terms:	Cash
Verified:	Appraisers files
Shape:	Rectangular
Frontage:	N. Grimes Street
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None



Location:	NEC of N. Bensing & W. College
Legal Description:	38.04 out of Section 5, T18S, R38E, NMPM, Lea County, NM
Grantor:	Paul & Sandra Cowan
Grantee:	Martin Navarette
Sale Date:	11/21/2016
Size:	38.04 Acres
Zoning:	None
Recordation:	2068/868
Sales Price:	\$190,000
Unit of Comparison:	\$4,995/Acre
Terms:	Cash
Verified:	Appraisers files
Shape:	Rectangular
Frontage:	N. Bensing Road & College Lane
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None.

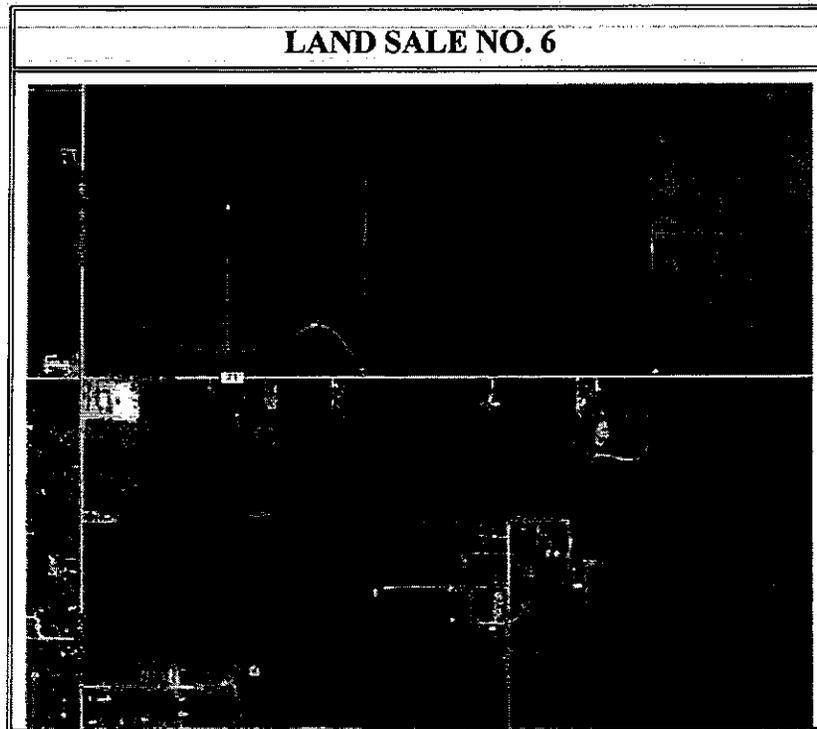


Location:	N/S of Alabama St., E. of Bensing Road
Legal Description:	80.00 acres out of the SE/4SE/4 and the SW/4SE/4 of Section 29, T17S, R38E, NMPM, Lea County, NM
Grantor:	Suerte Land Group LLC & S&H Enterprises, Inc.
Grantee:	Clayton P. & Kendall K. Harrison
Sale Date:	2/2/17
Size:	80.00 Acres
Zoning:	None
Recordation:	2081/314 & 315
Sales Price:	\$240,000
Unit of Comparison:	\$3,000/Acre
Terms:	Cash
Verified:	Appraisers files
Shape:	Rectangular
Frontage:	Alabama
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None.

LAND SALE NO. 5



Location:	N/S of W. College Lane @ N. Ja-Rob Lane
Legal Description:	40.00 acres being the E/2 of the E/2 of SW/4 of Section 4, T18S, R38E, NMPM, Lea County, NM
Grantor:	Top Ten Investors
Grantee:	Lemke Development, Inc.
Sale Date:	8/31/2017
Size:	40.00 Acres
Zoning:	None
Recordation:	2121/733
Sales Price:	\$295,000
Unit of Comparison:	\$7,375/Acre
Terms:	Cash
Verified:	Appraisers files
Shape:	Rectangular
Frontage:	W. College Lane
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None.



Location:	S/S of Alabama, E. of Dal Paso
Legal Description:	Out of Section 35, T17S, R38E, NMPM, Lea County, NM
Grantor:	Nancy M. Jennings, Trustee of the Harold D. & Nancy M. Jennings Living Trust
Grantee:	Leonardo & Anna Botello
Sale Date:	5/16/2018
Size:	26.69 Acres
Zoning:	None
Recordation:	2134/109
Sales Price:	\$110,000
Unit of Comparison:	\$4,121/Acre
Terms:	Cash
Verified:	Appraisers files
Shape:	Rectangular
Frontage:	Alabama
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None.



Location:	W/S of N. World Drive, N. of W. Kansas Street
Legal Description:	Tract B1 out of the S/2 of Section 36, T17S, R37E, NMPM, Lea County, NM
Grantor:	3S Leasing, LLC
Grantee:	Credo Energy Services, LLC
Sale Date:	9/11/2018
Size:	25.83 Acres
Zoning:	None
Recordation:	20139/412
Sales Price:	\$225,000
Unit of Comparison:	\$8,711/Acre
Terms:	Cash
Verified:	Appraisers files
Shape:	Rectangular
Frontage:	N. World Drive
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None.



Location:	E/S of Bensing Road, N. of W. Coal
Legal Description:	Out of the N/2 of the NW/4 of Section 20, T18S, R38E, NMPM, Lea County, NM
Grantor:	Brett & Tasha Clay
Grantee:	S & H Enterprises, Inc.
Sale Date:	3/22/2019
Size:	74.66 Acres
Zoning:	None
Recordation:	2147/956
Sales Price:	\$485,290
Unit of Comparison:	\$6,500/Acre
Terms:	Cash
Verified:	Appraisers files
Shape:	Irregular
Frontage:	Bensing Road
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None.



Location:	S. of the Monument Highway, W. of S. Bronco Drive
Legal Description:	46.41 acres out of Section 27, T19S, R38E, NMPM, Lea County, NM
Grantor:	Israel & Adelaida Saenz
Grantee:	Estavan & Monica Garcia
Sale Date:	6/4/2019
Size:	46.41 Acres
Zoning:	None
Recordation:	2151/447
Sales Price:	\$150,000
Unit of Comparison:	\$3,232/Acre
Terms:	Cash
Verified:	Appraisers files
Shape:	Irregular
Frontage:	None (Easement)
Flood Plain:	None
Topography:	Level
Utilities:	Not available
Comments:	None.

ATTACHMENT NO. 5
BID RESPONSE FORM
ITB No 1

The Bid Response for the sale of a vacant 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 on the Monument Highway, Lea County, New Mexico.

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: _____

City, State: _____

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 Foundation for the purchase and sale of the Property. The Agreement must be completed and signed by the bidder and submitted to Foundation 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 Foundation; If the Bid Response is accepted and approved by the Foundation Board, the Foundation 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, Foundation 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 160 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 deciding to purchase the Property; that I accept title to the Property "as is" without any warranty from New Mexico Junior College Foundation ("Foundation"). 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 Foundation, or any agent, consultant, representative, or employee of Foundation. 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 _____, 2021, by _____.

Notary Public

(Commission expires)