

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

IN RE:	X	
	X	
ADVANCED SOLIDS CONTROL, LLC	X	CASE NO. 16-52748-RBK
	X	
DEBTOR	X	CHAPTER 11

**MOTION OF ADVANCED SOLIDS CONTROL, LLC FOR AUTHORIZATION TO
SELL REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS AND
ENCUMBRANCES**

**THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO
YOUR INTERESTS.**

**IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY-ONE (21)
DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED
HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.**

**A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE
HELD.**

TO THE HONORABLE RONALD B. KING, CHIEF JUDGE,
UNITED STATES BANKRUPTCY COURT:

NOW COMES, Advanced Solids Control, LLC, Debtor-in-Possession in the above styled
and numbered Chapter 11 bankruptcy case, and files this its Motion For Authorization to Sell Real
Property Free and Clear of All Liens, Claims and Encumbrances, and in support thereof would
respectfully show the Court the following:

1. On December 2, 2016, Advanced Solids Control, LLC (hereinafter called "Debtor") filed its voluntary Petition for Relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division.

2. The asset proposed to be sold is real property described as 3907 N. Pat Garrett Ct., Carlsbad, NM 88220.

3. The Debtor proposes to sell the real property for the cash sales price in the amount of \$260,000.00 to Travis and Tiffany Stevens (not related to the Debtor). The sale is scheduled to close on or before January 10, 2017.

4. The Debtor believes that the proposed sales price approximates the real property's market value in the context of such a sale, and is a reasonable value based upon the asset proposed to be sold and its marketability.

5. The real property is subject to a mortgage lien to First National Bank of Beeville in the amount of \$891,701.42. There are several other real properties which secure the claim of First National Bank of Beeville. Any outstanding ad valorem taxes, including the 2016 ad valorem taxes, will be paid in full from the sale.

6. The Debtor is requesting permission to pay all reasonable closing costs, including real estate commissions (if any), directly at closing. The net proceeds from the sale will be paid to First National Bank of Beeville against the outstanding balance of its Note (partial payment).

7. The Debtor is requesting that the sale be free and clear of all liens, claims and encumbrances pursuant to §363 of the U.S. Bankruptcy Code. The lien of First National Bank of Beeville and the local ad valorem taxing authorities will automatically attach to the net sales proceeds based upon their pre-petition priority, and paid through closing.

8. Should the sale to Travis and Tiffany Stevens fail to close, the Debtor is requesting permission to sell the real property to any other third party for the minimum cash sales price in the amount of \$260,000.00.

9. A copy of the Contract is attached hereto as Exhibit "A".

10. A copy of the Order uploaded with this Motion is attached hereto.

WHEREFORE, PREMISES CONSIDERED, Debtor requests that the Court authorize it to sell free and clear of all liens, claims and encumbrances pursuant to §363 of the U.S. Bankruptcy Code the real property (3907 N. Pat Garrett Ct., Carlsbad, NM 88220) for the cash sales price in the amount of \$260,000.00 to Travis and Tiffany Stevens pursuant to the terms set forth above, and for such other and further relief to which the Debtor may show itself entitled.

Date: December 12 2016.

Respectfully submitted,



WILLIAM R. DAVIS, JR.
State Bar No. 05565500
LANGLEY & BANACK, INC.
745 E. Mulberry, Suite 900
San Antonio, TX 78212
(210) 736-6600

Attorneys for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on December 12 2016, a true and correct copy of the above and foregoing instrument was mailed, first class, postage prepaid to the attached notice list.


WILLIAM R. DAVIS, JR.

Label Matrix for local noticing
0542-5
Case 16-52748-rbk
Western District of Texas
San Antonio
Mon Dec 12 15:29:52 CST 2016

Advanced Solids Control, LLC
5655 Bear Lane, Suite 100
Corpus Christi, TX 78405-4407

U.S. BANKRUPTCY COURT
615 E. HOUSTON STREET, ROOM 597
SAN ANTONIO, TX 78205-2055

A-Terry's Plumbing Heating & AC, Inc.
P.O. Box 9714
Midland, TX 79708-9714

A. G. Adjustments, Ltd.
740 Walt Whitman Rd.
Melville, NY 11747-2212

ASK Environmental Equipment
20504 Enfield Ave. N.
Forest Lake, MN 55025-8135

AT&T Mobility
P.O. Box 6463
Carol Stream, IL 60197-6463

American Ad Valorem Tax Consultants
P.O. Box 6330
Corpus Christi, TX 78466-6330

American Medical Group Carlsbad
2410 N. Fowler
Hobbs, NM 88240-2312

Atmos Energy
P.O. Box 790311
St. Louis, MO 63179-0311

Ber Mar Rewind, Ltd.
9609 109 Street Grand Prairie
AB T8V 4E3 Canada

Big Dog - Rig Movers
7500 W. Hwy. 80
Midland, TX 79706-2856

Cain Electrical Supply
P.O. Box 16489
Fort Worth, TX 76162-0489

Carlsbad Irrigation District
5117 Grandi Road
Carlsbad, NM 88220-8931

Chamberlain Enterprises, LLC
205 Raymond St.
Carlsbad, NM 88220-9696

City of Carlsbad
P.O. Box 1569
Carlsbad, NM 88221-1569

City of Midland
P.O. Box 1152
Midland, TX 79702-1152

Crain, Caton & James
17th Fl., 1401 McKinney St.
Houston, TX 77010-4035

DNOW, LP
P.O. Box 40985
Houston, TX 77240-0985

Darin Merle Harding
5655 Bear Lane, #100
Corpus Christi, TX 78405-4407

DirectV
P.O. Box 105249
Atlanta, GA 30348-5249

Eddy County Treasurer
101 W. Greene, Suite 117
Carlsbad, NM 88220-6258

First Insurance Funding Corp.
P.O. Box 66468
Chicago, IL 60666-0468

First National Bank of Beeville
1400 E. Houston St.
Beeville, TX 78102-5380

Fluid Audience, Inc.
102-10001-101 Avenue Grande Prairie
AB T8V 0X9 Canada

Forrest Tire, Inc.
P.O. Box 1778
Carlsbad, NM 88221-1778

Frost Bank
c/o Robert L. Barrows
Warren, Drugan & Barrows, P.C.
800 Broadway
San Antonio, TX 78215-1517

Frost National Bank
100 W. Houston Street
San Antonio, TX 78205-1400

Gabriel Jaime
3509 Hickory Tree Rd.
Bach Springs, TX 75180-2205

Gary Sweetman
226 Augusta Drive
Portland, TX 78374-4001

Harvey Fuels, Inc.
P.O. Box 8026
Ruidoso, NM 88355-8026

Industrial Electric Motors, Inc.
P.O. Box 926
Carlsbad, NM 88221-0926

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Kirby-Smith Machinery, Inc.
P.O. Box 270360
Oklahoma City, OK 73137-0360

Komatsu Southwest
P.O. Box 842326
Dallas, TX 75284-2326

LG Pest Control, LLC
2612 Mountain View
Carlsbad, NM 88220-3260

L ayer One Networks, LLC
5705 Gollihar Rd., #1
Corpus Christi, TX 78412-3109

Leaf Capital Funding, LLC
P.O. Box 742647
Cincinnati, OH 45274-2647

Linebarger Goggan Blair & Sampson
David G. Aelvoet
711 Navarro, Suite 300
San Antonio, TX 78205-1749

Magnum Oil Tools International, Ltd.
5655 Bear Lane, Suite 100
Corpus Christi, TX 78405-4407

Midland Central Appraisal District
4631 Andrews Hwy.
P.O. Box 908002
Midland, TX 79708-0002

Mike Valdez
P.O. Box 344
Loving, NM 88256-0344

Mobile Safety and Consultation, LLC
P.O. Box 1813
Carlsbad, NM 88221-1813

Munsch Hardt Kopf & Harr, PC
500 N. Akard St.
Dallas, TX 75201-3302

National Truck Services Group
2300 N. Main Suite 7
Clovis, NM 88101-3575

Nichols Printing, Inc.
P.O. Box 608
212 West Lea St.
Carlsbad, NM 88220-5669

North Texas Tollway Authority
P.O. Box 660244
Dallas, TX 75266-0244

Nueces County
c/o Diane W. Sanders
Linebarger Goggan Blair & Sampson, LLP
P.O. Box 17428
Austin, TX 78760-7428

Nueces County Tax Collector
Kevin Kieschink
P.O. Box 2810
Corpus Christi, Texas 78403-2810

Otis Mutual Domestic Water
P.O. Box 5069
Carlsbad, NM 88221-5069

Pactec, Inc.
P.O. Box 8069
Clinton, LA 70722-1069

Prince Parker & Associates, Inc.
P.O. Box 474690
Charlotte, NC 28247-4690

Professional Communications
P.O. Box 61830
Midland, TX 79711-1830

RK Pump & Supply
11400 West County Rd. 30
Midland, TX 79707-7501

Reliant
P.O. Box 650475
Dallas, TX 75265-0475

SLS Litigation Services, LLC
4008 Louetta Rd., Suite 233
Spring, TX 77388-4405

Sentrimax Centrifuges, Inc.
108 Sentry Drive
Mansfield, TX 76063-3608

Stang Automation, Inc.
100 Pointe Marcelle Beaumont
Alberta T4X 0G2 Canada

Systemseven Services
8240 N. MoPac Expwy, #350
Austin, TX 78759-8894

TKH Services
P.O. Box 3053
Carlsbad, NM 88221-3053

Teletrac Corporation
7391 Lincoln Way
Garden Grove, CA 92841-1428

Texas Mutual Insurance Co.
P.O. Box 841843
Dallas, TX 75284-1834

The Water Works
313 South Canal
Carlsbad, NM 88220-5656

Tranbarger & Company, LLP
802 N. Carancahua, Suite 1660
Corpus Christi, TX 78401-0030

Tucker, Albin & Associates, Inc.
1702 N. Collins Blvd., Suite 100
Richardson, TX 75080-3662

United Fire Group
P.O. Box 3244
Cedar Rapids, IA 52406-3244

United Healthcare
Dept. CH 1051
Palatine, IL 60055-0151

United States Attorney
Taxpayer Division
601 N.W. Loop 410 Suite 600
San Antonio, TX 78216-5512

United States Attorney General
950 Pennsylvania Ave., NW
Washington, DC 20530-0001

United States Trustee - SA12
JS Trustee's Office
515 E Houston, Suite 533
PO Box 1539
San Antonio, TX 78295-1539

UnitedHealthcare
Attn: CDM - Bankruptcy
185 Asylum Street - 03B
Hartford, CT 06103-3408

Warren Lynn Frazier
713 Snug Harbor
Corpus Christi, TX 78402-1700

Web Listings, Inc.
1623 Military Rd., #926
Niagara Falls, NY 14304-1745

Williams Scotsman, Inc.
P.O. Box 91975
Chicago, IIL 60693-1975

Windstream
P.O. Box 9001908
Louisville, KY 40290-1908

Xcel Energy
P.O. Box 9477
Minneapolis, MN 55484-9477

xxxx
111 E. 17th Street
Austin, TX 78774-0210

xxxx
P.O. Box 25128
Santa Fe, NM 87504-5128

William R. Davis Jr
Langley & Banack, Inc
745 E Mulberry Ave, Suite 900
San Antonio, TX 78212-3141

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(u)State of New Mexico

End of Label Matrix
Mailable recipients 78
Bypassed recipients 1
Total 79



**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2016
PART I – BROKER DUTIES**



As required by New Mexico law, before the time a broker generates or presents any written document that has the potential to become an express written agreement, the broker shall disclose in writing to their prospective customer or client, and obtain a written acknowledgement from their prospective customer or client, showing the delivery of the disclosure of the following broker duties:

- A. Honesty and reasonable care as set forth in the provisions of this section;
- B. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
- C. Performance of any and all written agreements made with the customer or client;
- D. Assistance to the broker's customer or client in completing the transaction, unless otherwise agreed to in writing by the customer or client, including 1) presentation of all offers or counteroffers in a timely manner, and 2) assistance in complying with the terms and conditions of the contract and with the closing of the transaction;
If the broker in a transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2) above, the customer or client must agree in writing that the broker is not expected to provide such service, advice or assistance, and the broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction;
- E. Acknowledgment by the broker that there may be matters related to the transaction that are outside the associate broker's or qualifying broker's knowledge or expertise and that the associate broker or qualifying broker will suggest that the customer or client seek expert advice on these matters;
- F. Prompt accounting for all money or property received by the broker;
- G. Written disclosure to their client or customer and to other brokers involved in the transaction of any potential conflict of interest that the broker has in the transaction including but not limited to:
 1. Any *written* brokerage relationship the broker has with any other parties to the transaction or;
 2. Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
 3. Other brokerage relationship options available in New Mexico;
- H. Written disclosure of any adverse material facts actually known by the associate broker or qualifying broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act;
- I. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former client's consent or is required by law;
- J. Unless otherwise authorized in writing, an associate broker or qualifying broker shall not disclose to their customer or client during the transaction that their seller client or customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their buyer client or customer has previously indicated they will pay a price greater than the price submitted in a written offer; the motivation of their client or customer for selling or buying property; that their seller client or customer or their buyer client or customer will agree to financing terms other than those offered; or any other information requested in writing by the associate broker's or qualifying broker's customer or client to remain confidential, unless disclosure is required by law.

BUYER AND SELLER SHOULD ACKNOWLEDGE RECEIPT OF THIS INFORMATION BY INITIALING BELOW.

REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2016
PART II – BROKER DUTIES

BROKERAGE RELATIONSHIPS DISCLOSURE: The following brokerage relationships are available in New Mexico: Transaction Broker, Exclusive Agency, and Dual Agency. See RANM Form 1401, Page 2 for an explanation of these relationships. Disclosure of *written* brokerage relationships the broker has with other parties to the transaction:

1. Sheila Walterscheid ("Buyer's Broker") is working with the Buyer in this transaction as a:
- ☒ Transaction Broker without a written agreement.
☐ Transaction Broker with a written agreement (RANM Form 1206, Buyer Broker Agreement).
☐ Agent with a written agreement (RANM Form 1206, Buyer Broker Agreement with Agency Addendum).

2/4/2016

2. **IN-HOUSE TRANSACTION:**

- ☒ A. Buyer's Broker is licensed under the same Qualifying Broker in the same Brokerage as Seller's Broker. Seller's Broker has a written listing agreement with the Seller as ☒ Transaction Broker ☐ Agent.
☐ B. Buyer's Broker is also Seller's Broker for the property in this Transaction. Seller's Broker has a written listing agreement with Seller as ☐ Transaction Broker ☐ Agent.

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

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

5. Buyer's Broker ☐ does ☐ does not have a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party: Dunagan Associates
relationship disclosure attached

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

6. ☐ Buyer ☐ Seller is a licensed Real Estate Broker.

By their signatures below, the parties acknowledge the receipt of **BROKER DUTIES** and the **BROKERAGE RELATIONSHIP DISCLOSURE**:

Authentication
BUYER
 Authentication
Tiffany Stevens
 Date 12/4/2016 Time
 Buyer Signature
 Tiffany Stevens

Authentication
SELLER
Gary Sweetman
 Date 12/05/2016 Time 6:41 AM
 Seller Signature
 Advanced Solids Control

BUYER'S BROKER

Buyer's Brokerage Firm Dunagan Associates Broker ☒ is ☐ is not a REALTOR®
 Broker Signature Sheila Walterscheid Date 12-4-16 Time 6:34 pm

SELLER'S BROKER

Seller's Brokerage Firm MEANS REAL ESTATE LLC Broker ☒ is ☐ is not a REALTOR®
 Authentication
Carolyn CAGE
 Date 12/04/2016 Time 9:23 PM
 Broker Signature CAROLYN CAGE

RANM Form 1401 (Form 12/01/01) Cover Page II

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REALTORS® ASSOCIATION OF NEW MEXICO **PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2016**



OFFER DATE: December 4 2016

1. PARTIES AND AGREEMENT.

Travis Stevens Tiffany Stevens ("Buyer")
 agrees to buy from Seller and Advanced Solids Control ("Seller")
 agrees to sell and convey to Buyer, in accordance with terms of this Purchase Agreement ("Agreement"), the Property described in Paragraph 4 with a Settlement/Signing Date on January 16 2017
 (as further described in Paragraph 8A below).

2. PURCHASE PRICE.

\$ 260,000.00

A. APPROXIMATE CASH DOWN PAYMENT

\$ tba

B. AMOUNT OF THE LOAN(S) (described in Paragraph 5 below)

\$ tba

3. EARNEST MONEY. Buyer shall deliver \$ 500.00 Earnest Money in the form of
☒ Check ☐ Cash ☐ Note ☐ Wire Transfer of Funds ☐ Other _____, no
 later than 2 days from Date of Acceptance of this Agreement to Guaranty Title, in accordance with New Mexico law. Earnest Money shall be applied to Purchase Price, down payment, and/or closing costs upon Funding Date. If Earnest Money is deposited with a Brokerage Firm, the further disbursement of Earnest Money to the escrow or Title Company shall be handled by separate agreement. Buyer's failure to timely deliver Earnest Money shall be considered a default of this Agreement.

4. PROPERTY.

A. DESCRIPTION.

3907 N Pat Garrett Carlsbad NM 88220
 Address City State/Zip
Lot 24, Phase 2, Farmview Subdivision
 Legal Description

or see metes and bounds or other legal description attached as Exhibit n/a, Eddy
 County(ies), New Mexico.

Gross Receipts Tax (GRT) Location Code: 03106 (To be completed by Broker).

If the legal description of the Property is incomplete or inaccurate, this Agreement shall not be invalid; the legal description shall be completed or corrected to meet the requirements of the Title Company issuing the title policy.

B. TYPE: ☒ Site built ☐ Manufactured housing ☐ Modular ☐ Off-site built ☐ Other:
 (See RANM Form 2305 – Information Sheet-Manufactured Housing)

C. OTHER RIGHTS. Unless otherwise provided herein, Seller shall convey to Buyer all existing wind, solar, water and mineral rights ("Other Rights") appurtenant to the Property. Seller makes no warranties as to the existence of any of the foregoing Other Rights. **NOTE TO SELLER:** If Seller is retaining any or all of the foregoing Other Rights, Seller should NOT sign this offer; a counteroffer would be necessary. **NOTE TO BUYER:** Buyer should be aware that some or all of the foregoing Other Rights may have been previously severed from the Property and may be owned by third persons; those severed rights would not convey to Buyer by way of this Agreement. Buyer SHOULD seek legal and expert assistance to determine what rights, IF ANY, Buyer is acquiring with the Property, to understand how the non-conveyance of any rights or portions thereof may affect Buyer; and to ensure that all rights that will convey with the Property are properly transferred at closing.

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM Forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®, REALTOR®, or registered cooperative membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's Code of Ethics.

REALTORS® ASSOCIATION OF NEW MEXICO **PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2016**

D. FIXTURES, APPLIANCES AND PERSONAL PROPERTY.

i. **FIXTURES.** The Property shall include all Fixtures, free of all liens, including, but not limited to, the following Fixtures if such Fixture exists on the Property, unless otherwise excluded as stated in Paragraph 4E:

- | | | |
|--|--|---|
| • Attached fireplace grate(s) & screen(s) | • Dishwasher(s) | • Security System(s) (if owned by Seller) |
| • Attached floor covering(s) | • Fire Alarm(s) (if owned by Seller) | • Smoke Alarm(s) (if owned by Seller) |
| • Attached mirror(s) | • Garbage disposal(s) | • Solar system(s) |
| • Attached outdoor lighting & fountain(s) | • Garage door opener(s) | • Sprinkler(s)/irrigation equipment |
| • Attached pot rack(s) | • Heating system(s) | • Storm window(s) & door(s) |
| • Attached window covering(s) & rod(s) | • Landscaping | • TV antenna(s) & satellite dish(es) |
| • Awning(s) | • Light fixture(s) | • Ventilating & air conditioning system(s) |
| • Built in/attached speaker(s) & subwoofer(s) | • Mailbox(es) | • Water conditioning/filtration /water softener/purification system(s) (if owned by Seller) |
| • Built-in Murphy bed(s) | • Outdoor plant(s) & tree(s) (other than those in moveable containers) | |
| • Ceiling fan(s) | • Oven(s) | |
| • Central vacuum, to include all hoses & attachments | • Pellet, wood-burning or gas stove(s) | |
| | • Range(s) | |
| | • Window/door screen(s) | |

ii. **PERSONAL PROPERTY.** The following existing personal property, if checked, shall remain with the Property:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> All window covering(s) | <input checked="" type="checkbox"/> Microwave(s) | <input type="checkbox"/> Storage Shed(s) |
| <input type="checkbox"/> Audio component(s) | <input type="checkbox"/> Pool & spa equipment including any mechanical or other cleaning system(s) | <input type="checkbox"/> TV(s) |
| <input checked="" type="checkbox"/> Decorative mirror(s) above bath vanities | <input checked="" type="checkbox"/> Refrigerator(s) | <input type="checkbox"/> Unattached fireplace grate(s) & screen(s) |
| <input type="checkbox"/> Dryer(s) | <input type="checkbox"/> Satellite receiver(s) with access cards (if owned by Seller and if transferable) | <input type="checkbox"/> Unattached outdoor fountain(s) & equipment |
| <input type="checkbox"/> Washer(s) | | <input type="checkbox"/> Unattached outdoor lighting |
| <input checked="" type="checkbox"/> Garage door remote(s) | | <input type="checkbox"/> Hot Tub(s) |
| <input type="checkbox"/> Freezer(s) | | |

Other: _____

Personal Property remaining with the Property as stated in Paragraph 4D, shall be the actual personal property that is present as of the date the Buyer submits this offer, shall not be considered part of the premises and shall be transferred with no monetary value, free and clear of all liens and encumbrances.

E. **EXCLUSIONS.** The following items are excluded from the sale: _____

5. FINANCED OR CASH PURCHASE

A. ☒ **LOANS.** This Agreement is contingent upon Buyer's ability to obtain a loan in the amount stated above in Paragraph 2(B) of the following type:

☐ Conventional ☐ FHA ☐ VA ☐ Other: _____

i. Buyer ☒ has made written application for a loan, or ☐ shall make written application for a loan no later than _____ days after the Date of Acceptance.

ii. Buyer shall provide Seller with a Pre-Qualification Letter from a lender no later than 2 days after the Date of Acceptance. Pre-Qualification Letter must stipulate that:

**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2016**

- a) A written loan application has been made;
- b) A credit report has been obtained and reviewed by a lender;
- c) A preliminary loan commitment has been secured from the same lender;
- d) Financing equal to the loan amount provided in Paragraph 2(B) of this Agreement is available to complete the transaction by the Settlement/Signing Date subject to contingencies provided for in this Agreement and underwriting approval.

If Buyer does not obtain a Pre-Qualification Letter within the timeframe stipulated above, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- iii. If Buyer changes lender after delivery of the Pre-Qualification Letter referenced in Paragraph 5(A)(ii), Buyer shall have the obligation to notify Seller in writing and provide a new Pre-Qualification Letter to Seller within two (2) days of changing lender. This new Pre-Qualification Letter must include the same stipulations as the original Pre-Qualification Letter as set forth in Paragraph 5(A)(ii). If Buyer does not obtain and deliver a new Pre-Qualification Letter within two (2) days of changing lender, the Seller has the option to terminate this Agreement. If Seller elects to terminate this Agreement, the Earnest Money shall be refunded to Buyer.
- iv. Buyer shall cooperate and act in good faith in obtaining final approval for the loan as outlined in the Pre-Qualification Letter referenced in Paragraph 5(A)(ii). If after issuing the Pre-Qualification letter, lender makes changes to the loan conditions and/or the loan program that adversely affect Buyer's ability to obtain the loan, increase Seller's costs or delay closing, Buyer shall have the obligation to notify Seller in writing within two (2) days of such occurrence and to include a copy of the lender requirement(s) with the notification. In that event, within three (3) days of receipt of Buyer's notification, Seller shall notify Buyer in writing: (a) of Seller's approval of such changes; or (b) of Seller's decision to terminate the Agreement. If Seller terminates the Agreement per this Subparagraph 5(A)(iv), Earnest Money shall be refunded to Buyer. If Seller fails to notify Buyer of Seller's position within three (3) days of receipt of Buyer's notification, Seller is deemed to have rejected such change in lender requirement(s). In this event, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- v. In the event the lender determines Buyer does not qualify for the loan, Buyer shall provide to Seller and Seller must receive a written rejection letter from the Buyer's lender prior to 11:59 p.m. ☐ on the day before; or ☐ _____ days before Settlement/Signing Date. In the event Seller does not receive such rejection letter within the timeframe set forth in this Subparagraph 5(A)(v), Buyer shall forfeit his Earnest Money to Seller. Days are calculated as calendar days; however, for purposes of this subsection only (Paragraph 5(A)(v)), there shall be NO extension of time when the deadline for Seller to receive the lender's written rejection letter falls on a weekend day or a legal holiday. The definition of "days" for all other provisions of this Agreement is as set forth in Paragraph 27.

B. ☐ SELLER FINANCING. The approximate balance of \$ _____ shall be financed by Seller and shall be secured by: ☐ Real Estate Contract ☐ Mortgage ☐ Deed of Trust ☐ Other: _____, Terms and conditions of the applicable instrument shall be attached as an addendum. For a Real Estate Contract, attach RANM Form 2402 - Real Estate Contract Addendum to Purchase Agreement. For a Mortgage or Deed of Trust, Attach RANM Form 2507 – Addendum to Purchase Agreement – Seller Financing, Mortgage or Deed of Trust.

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

6. ☒ BUYER'S SALE, CLOSING AND FUNDING CONTINGENCY: This Agreement is contingent upon the Closing and Funding of Buyer's property located at 1604 Circleway Diggins Wyoming 83113 on or before December 30, 2016, subject to any applicable Buyer's Contingency Addendum if attached as indicated below:

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- A. ☒ Buyer represents that Buyer's property is currently under contract for sale. ☐ Check if RANM Form 2503A - Buyer's Closing and Funding Addendum is attached; OR
- B. ☐ Buyer represents that Buyer's property is NOT yet under contract for sale. ☐ Check if RANM Form 2503, Buyer's Sale Contingency Addendum is attached.

7. APPRAISAL.

A. IF CASH OR SELLER FINANCED TRANSACTION.

- i. Buyer ☐ does ☐ does not require an appraisal. INITIALS: Buyer _____.
- ii. If Buyer is requiring an appraisal, Buyer shall select the appraiser unless otherwise agreed to in writing.
☐ Buyer ☐ Seller shall pay for the appraiser.

B. APPRAISAL CONTINGENCY. It is expressly agreed that notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise if the Purchase Price is greater than the Appraisal. This Appraisal Contingency applies to the following:

- i. All conventional and other non-FHA/VA loans requiring an appraisal;
- ii. Cash and seller-financed purchases if the Buyer requires an appraisal as indicated in Paragraph 7(A); and,
- iii. FHA/VA loans unless the Buyer has been given in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the approved value of the Property of not less than the Purchase Price as set forth in Paragraph 2 of this Agreement. **NOTE:** The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself that the price and condition of the Property are acceptable.

C. OPTIONS AVAILABLE IN THE EVENT PURCHASE PRICE IS GREATER THAN APPRAISAL.

- i. Buyer shall have the privilege and option of proceeding with consummation of the Agreement without regard to the amount of the appraised valuation provided Buyer delivers written notice to Seller of such election within three (3) days of receipt of said appraised valuation ("3-day Period"). If Buyer fails to notify Seller of his intent to proceed within the 3-day Period, this Agreement shall automatically terminate. In this event, Earnest Money shall be refunded to Buyer; OR
- ii. The parties may negotiate a new Purchase Price. If the parties cannot agree to a new Purchase Price within five (5) days of Seller's receipt of Buyer's notification of the Appraisal, this Agreement shall automatically terminate. In this event, Earnest Money shall be refunded to Buyer; OR
- iii. Buyer may terminate this Agreement. In this event, Earnest Money shall be refunded to Buyer.

8. CLOSING. "Closing" is defined as a series of events by which Buyer and Seller satisfy all of their obligations in the Agreement. Closing is not completed until all parties have completed all requirements as stated below, as well as all other obligations under this Agreement. Any amendment of the following dates **MUST BE** in writing and unless otherwise provided for in this Agreement, signed by both parties. The parties further acknowledge that Seller shall not receive the proceeds of sale until all the events stated under "Funding Date" have been completed.

A. SETTLEMENT/SIGNING DATE: On January 16 2017 (as set forth in Paragraph 1).

- i. Buyer and Seller shall sign and deliver to the responsible closing officer all documents required to complete the transaction and to perform all other closing obligations of this Agreement on or before the Settlement/Signing Date.
- ii. Buyer and Seller shall provide for the delivery of all required funds, exclusive of lender funds, if any, using wired, certified or other "ready" funds acceptable to the closing officer, on or before the Settlement/Signing Date.

B. FUNDING DATE (Completion of Closing): on or before January 17 2017. The Funding Date is the date that the closing officer has funds available to disburse to all parties after recording all documents required to complete the transaction. Seller shall provide all existing keys, security system/alarm codes, gate openers and garage door openers to Buyer on the Funding Date.

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If the Buyer is obtaining a loan for the purchase of the Property, it is the Buyer's responsibility to ensure that Buyer's lender makes available to the closing officer, wired, certified or other "ready" funds with written instructions to disburse funds, on or before the Funding Date. The failure of Buyer's lender to make funds available on or before the Funding Date, shall be deemed a default of this Agreement by the Buyer.

9. POSSESSION DATE.

A. Seller shall deliver possession of the Property to Buyer on the Possession Date as set forth below:

☒ Funding Date at 5:00 p.m.; or January 17 2017

☐ Other: _____

B. Unless otherwise agreed to in writing, upon Possession Date, Seller shall have all his personal belongings removed from the Property. In the event Seller fails to do so, Buyer shall not be responsible for storage of Seller's personal property, may dispose of Seller's personal property in any manner Buyer deems appropriate, in Buyer's sole discretion, and shall not be liable to Seller for the value of Seller's personal property.

C. If Possession Date is other than Funding Date, then Buyer and Seller shall execute a separate written agreement outlining the terms agreed to by the parties. (See RANM Form 2201- Occupancy Agreement – Buyer or RANM Form 2202 – Occupancy Agreement - Seller)

10. COSTS TO BE PAID. Buyer or Seller, as applicable, shall pay the following marked items:

LOAN RELATED COSTS AND FEES	Buyer	Seller	Not Required	TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Appraisal Fee	x			Closing Fee	x	x	
Appraisal Re-inspection Fee		x		Pro-Rata Data Search			x
Credit Report	x			Legal Document Preparation			x
Loan Assumption /Transfer			x	Special Assessment Search			x
Origination Charge: up to <input type="checkbox"/> \$ <input type="checkbox"/> %			x	Buyer Recording Fees	x		
Points – Buydown			x	Seller Recording Fees		x	
Points - Discount			x	Other: n/a			
Tax Service Fee			x				
Flood Zone Certification			x	Other: n/a			
Other: n/a							
Other: n/a							
				POLICY PREMIUMS			
				Title Commitment		x	
				Standard Owner's Policy		x	
				Mortgagee's Policy	x		
				Mortgagee's Policy Endorsements	x		
				Other: n/a			
				Other: n/a			
PREPAIDS REQUIRED BY LENDER							
Flood Insurance			xx				
Hazard Insurance	x						
Interest	x						
PMI or MIP			x				
Taxes	x	x					
				MISCELLANEOUS			
MANUFACTURED HOME COSTS				Survey (Paragraph 18)		x	
Foundation Inspection			x	Impact Fees			x
Foundation Repairs			x	Transfer Fees (e.g. HOA, etc)			x
Re-Inspection Fees			x	Certificate Fee (e.g. HOA)			x
DMV Title Transfer			x	Other: n/a			
Deactivation Fees			x	Other: n/a			
Other: n/a				Other: n/a			
Other: n/a				Other: n/a			

Buyer shall pay all other allowed direct loan costs.

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11. ☐ **IRS 1031 TAX-DEFERRED EXCHANGE.** ☐ Buyer ☐ Seller intends to use this Property to accomplish a 1031 Tax-Deferred Exchange. The parties shall cooperate with one another in signing and completing any documents required. The non-exchanging party shall bear no additional expense.
12. **PRORATIONS.** Seller shall be responsible for disclosing all applicable property specific fees, or lease agreements, private memberships and/or association fees or dues, taxes and contract service agreements, all of which are to be prorated through Settlement/Signing Date. Any equipment rental or contract service agreement (e.g. alarm system, satellite system, propane tank, private refuse collection, road maintenance, etc) shall be handled directly between the Buyer and Seller; the title or escrow company shall not be responsible for proration thereof.
13. **ASSESSMENTS.** For all bonds, impact fees and assessments other than PID assessments (collectively "assessments"), Buyer shall have 3 days after receipt of the title commitment to object in writing to the amounts of such assessments and to terminate this Agreement ("Objection Date"). In the event Buyer submits written objections by the Objection Date, the Earnest Money shall be refunded to the Buyer. If Buyer fails to notify Seller of Buyer's objections by the Objection Date, Buyer shall be deemed to have accepted the amounts of any assessment and shall have waived his right to terminate this Agreement based thereon. In the event Buyer does not object, Buyer shall assume all assessments that are part of or paid with the property tax bill. If other assessments are a lien upon the Property, the current installment shall be prorated through Settlement/Signing Date. Buyer shall assume future installments. Buyer shall pay all future assessments for improvements. **NOTE:** If Property is located in a Public Improvement District (PID), Seller must provide a Public Improvement District Disclosure to Buyer PRIOR to entering into this Agreement. See Paragraph 17(B).
14. **EXAMINATION OF TITLE; LIENS; DEED.**
- A. ☐ BUYER ☒ SELLER shall order a title commitment from Seller's Choice (Title Company) within 5 days after the Date of Acceptance. After receipt of the title commitment and all documents referred to therein, Buyer shall have 5 days ("Review Period") to review and object to title exceptions. Exceptions to the title, including the Standard Exceptions, shall be deemed approved unless Buyer delivers written objections to the Seller within the Review Period. If Seller is unwilling or unable to remove such exception(s) before the Settlement/Signing Date, Seller shall provide written notice to Buyer within 5 days after receipt of Buyer's objection and Buyer may choose to close subject to exceptions, remove the exceptions at Buyer's expense or terminate this Agreement. If Buyer terminates this Agreement, Earnest Money shall be refunded to Buyer.
- B. Seller shall satisfy any judgments and liens, including but not limited to, all mechanics' and materialmen's liens of record on or before Funding Date and shall indemnify and hold Buyer harmless from any liens filed of record after Settlement/Signing Date and which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller or Seller's agents, unless otherwise agreed to in writing.
- C. Seller shall convey the Property by ☒ General Warranty Deed ☐ Special Warranty Deed ☐ Other Deed (describe) _____ subject only to any matters identified in the title commitment and not objected to by Buyer as provided in Paragraph 14A. The legal description contained in the deed shall be the same legal description contained in the title commitment and any survey required under Paragraph 18.
15. **FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold a portion of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to RANM Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

FIRPTA Exception (most common): The sales price of the property is not more than \$300,000 **AND** buyer warrants that buyer shall be using the property as buyer's primary residence ("Exception").

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NOTE: BOTH MUST APPLY TO QUALIFY FOR AN EXCEPTION.

Exception ☐ does ☐ does not apply 16 16 Buyer(s) Initials.

In the event the above Exception to FIRPTA does not apply, then prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold ten percent (10%) of the amount realized from the sale of the Property for remittance to the IRS.

16. INSURANCE CONTINGENCY/ APPLICATION.

A. **APPLICATION.** Buyer shall make application for insurance within 10 days after Date of Acceptance of this Agreement. If Buyer fails to make application to the insurance company within the agreed time, this insurance contingency shall be deemed waived.

B. **CONTINGENCY.** Provided the Contingency Deadline as set forth below in Paragraph 16(C) is met, this Agreement is conditioned on the following:

- i) Buyer's ability to obtain a homeowner's or property insurance quote on the Property at normal and customary premium rates; AND,
- ii) Seller's claim history having no impact on the Buyer's insurance in the future.

Buyer understands that an insurance company may cancel or change the terms of a homeowner's insurance policy/quote for any reason prior to close of escrow or within sixty days after issuance of the homeowner's policy/quote (which generally occurs at close of escrow).

C. **CONTINGENCY DEADLINE.** The Insurance Contingency set forth in Paragraph 16(B) above shall be deemed satisfied, unless within 15 days after Date of Acceptance of this Agreement, Buyer delivers written notice to Seller that one or more of the above insurance contingencies cannot be satisfied along with documentation from the insurance provider stating the same. ("Contingency Deadline"). In the event Buyer delivers such notice and documentation to Seller by the Contingency Deadline, the Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

17. DISCLOSURES AND DOCUMENTS.

A. **LEAD BASED PAINT.** Is any part of this Property a residence built before 1978? ☐ Yes ☒ No If the answer is "Yes", attach RANM Form 5112 Lead Based Paint Addendum to Purchase Agreement. Property is subject to the Lead Based Paint Renovation Repair and Painting Program. See RANM Form 2315 – Information Sheet Lead Based Paint (LBP) Renovation Repair & Painting Program.

B. **PUBLIC IMPROVEMENT DISTRICT ("PID").** Is this Property located in a PID? ☐ Yes ☒ No If the answer is "Yes", SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING THE PID HAVE BEEN MADE TO THE BUYER.

 Buyer(s) Initials. Buyer(s) hereby acknowledge receipt of the PID Disclosure on the Property. See RANM Form 4550 - Public Improvement District Disclosure Form and RANM Form 4500 – Information Sheet Public Improvement District.

C. **HOMEOWNERS' OR CONDOMINIUM (UNIT) OWNERS' ASSOCIATION.** Is the Property located in a Homeowners' Association (HOA) or Condominium (Unit) Owners' Association (COA)? ☐ Yes ☒ No If the answer is Yes", Seller shall provide Buyer with specific documents pertaining to the Property and HOA and/or COA, as applicable. For HOAs, see RANM Form 4600 – Information Sheet HOA, RANM Form 4650 – Seller's Disclosure of HOA Documents and RANM Form 4700 - HOA Request for Disclosure Certificate. For COAs, see RANM Form 2302A – Re-Sale Certificate for COAs.

D. **PROPERTY TAX DISCLOSURE.** See RANM Form 3275 - Information Sheet Estimated Property Tax Levy

16 16 Buyer(s) Initials.

Buyer(s) hereby acknowledges receipt of the Estimated Property Tax Levy on the Property, attached as Exhibit tax and understands that said Estimated Property Tax Levy is based on the LISTING price of the Property; OR

16 16 Buyer(s) Initials. Buyer(s) hereby acknowledges that the Estimated Property Tax Levy on the Property is not readily available and does hereby waive the right to receive the Estimated Property Tax Levy.

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E. SEPTIC SYSTEM. Does the Property include an on-site liquid waste system? ☐ Yes ☒ No If the answer is "Yes", the transfer of the Property is subject to regulations of the New Mexico Environment Department governing on-site liquid waste systems which includes the requirement that Seller have an inspection conducted by a licensed septic system inspector prior to transfer. Attach RANM Form 5120A - Septic System Contingency Addendum. See RANM Form 2308 – Information Sheet Septic Systems.

F. WELLS. Does the Property include a well? ☐ Yes ☒ No If the answer is "Yes", is the well ☐ Private Domestic Well ☐ Shared Domestic Well ☐ Other _____, Transfer of Property with a well is subject to the regulations of the New Mexico Office of the State Engineer, which includes the requirement that the State Engineer's Office be notified when a well changes ownership. See RANM Form 2307 – Information Sheet Water Rights & Wells.

G. MANUFACTURED HOUSING. Does the Property include a manufactured house? ☐ Yes ☒ No If the answer is "Yes", attach RANM Form 2700 - Seller's Disclosure of Manufactured Housing.

H. DOCUMENTS. As used in this Subparagraph 17(H), the Delivery Deadline is the date by which Seller shall provide and Buyer must receive any documents, reports or surveys specified.

DOCUMENTS	DELIVERY DEADLINE	OBJECTION DEADLINE	RESOLUTION DEADLINE
Property Disclosure Statement	December 07, 2016	December 09, 2016	December 13, 2016
Road Documents			
Water Rights Documents			
Well Documents: See RANM Form 2307 Information Sheet – Water Rights & Wells. (Including but not limited to: well permit, well log, shared well agreement and Change of Ownership Information notification.)			
Lease Agreements			
Permits			
Homeowner's Association (HOA) Documents			
Homeowner's Association (HOA) Disclosure Certificate OR Condominium Re-Sale Certificate Must be delivered to Buyer no less than seven (7) days before the Settlement/Signing Date.		Date _____ Buyer has no less than seven (7) days from receipt of the HOA Disclosure Certificate to object.	
CCR's – Restrictive covenants	December 07, 2016		
Other:			
Other:			
MANUFACTURED HOUSING			
Manufactured Housing Documents – See RANM Form 2700 Seller's Disclosure of Manufactured Housing			
Structural Engineer Inspection			
FHA Inspection			
Foundation Installation			
Manufactured Housing Division Permanent Foundation Permit			

18. SURVEYS OR IMPROVEMENT LOCATION REPORT (ILR). Buyer has the right to have performed the survey or ILR selected below or the right to accept an existing one. Unless otherwise agreed in writing, the party paying for the survey or ILR as indicated in Paragraph 10 shall select the surveyor and order the survey or ILR. **The party who agrees to pay for the survey or ILR is responsible for doing so, even if the transaction does not close.**
☐ Improvement Location Report ☐ Metes & Bounds Description ☐ Staked Boundary Survey ☐ American Land Title Association Survey (ALTA) ☐ Flood Plain Designation ☐ Other: _____

A. DELIVERY DEADLINE: Survey or ILR shall be delivered to Buyer(s) no later than:

December 28, 2016 or _____ days from Date of Acceptance.

B. OBJECTION DEADLINE: Objections to be delivered to Seller(s) no later than:

2016 or _____ days from Date of Acceptance.

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C. RESOLUTION DEADLINE: All objections to be resolved no later than: January 03, 2017
 or _____ days from Date of Acceptance.

D. OBJECTION/RESOLUTION: Paragraph 20 (H) and (I) shall further govern Buyer's right to object to the Survey or ILR performed and resolution of Buyer's objections.

19. BUYER'S REPRESENTATIONS. Buyer warrants that prior to entering into this Agreement, he has thoroughly investigated the neighborhood and the areas surrounding the property, to include, but not be limited to investigation of the following: the existence of registered sex offenders or other persons convicted of crimes that may reside in the area; and the presence of any structures located, businesses operating or activities conducted in the area that, in Buyer's opinion, affects the value and/or desirability of the property. By entering into this Agreement, Buyer represents he is satisfied with the neighborhood and surrounding areas.

20. INSPECTIONS. THE PARTIES ARE ENCOURAGED TO EMPLOY COMPETENT AND, WHERE APPROPRIATE, LICENSED PROFESSIONALS TO PERFORM ALL AGREED UPON INSPECTIONS OF THE PROPERTY.

A. BUYER DUTIES AND RIGHTS.

i. BUYER'S DILIGENCE, ATTENTION AND OBSERVATION. The Buyer has the following affirmative duties:

- a) To conduct all due diligence necessary to confirm all material facts relevant to Buyer's purchase of the Property;
- b) To assure himself that the Property Buyer is purchasing is exactly what Buyer is intending to purchase;
- c) To make himself aware of the physical condition of the Property through his own diligent attention and observation;
- d) To investigate the legal, practical and technical implications of all disclosed, known or discovered facts regarding the Property and;
- e) To thoroughly review all written reports provided by professionals and discuss the results of such reports and inspections with the professionals who created the report and/or conducted the inspection.

ii. RIGHT TO CONDUCT INSPECTIONS. The Buyer is advised to exercise all his rights under and in accordance with this Agreement to investigate the Property. Unless otherwise waived, Buyer(s) may complete any and all inspections of the Property that he deems necessary. These inspections may include, but are not limited to the following: home, electrical, heating/air conditioning, plumbing, roof, structural, lead-based paint (including risk assessment, paint inspection or both), well equipment (pumps, pressure tanks, lines), well potability tests, well water yield tests, pool/spa/hot tub equipment, wood destroying insects, dry rot, radon, mold, square foot measurement, sewer line inspections, septic inspections, ductwork, phase one environmental and soil tests. The Buyer's rights to object to inspections and terminate the Agreement based on inspections are set forth in Paragraph 20(H). Buyer is advised to thoroughly review those rights.

iii. SQUARE FOOTAGE. BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL MATTER TO THE BUYER, THE BUYER SHALL INVESTIGATE THE SQUARE FOOTAGE DURING THE INSPECTION PERIOD.
 [Signature] Buyer Initials.

B. SELLER'S DUTY TO DISCLOSE. Seller is required to disclose to Buyer any adverse material defects known to him about the Property. However, Seller does not have an obligation to inspect the Property for the Buyer's benefit or to repair, correct or otherwise cure known defects that are disclosed to Buyer or previously unknown defects that are discovered by Buyer or Buyer's inspectors. Seller shall make the Property available to Buyer for inspections.

C. AVAILABILITY OF UTILITIES FOR INSPECTIONS.

☐ Buyer ☒ Seller shall be responsible for paying any charges required by the utility companies to have utilities turned on for inspection purposes. In no event shall Buyer be responsible for bringing the Property up to code or for paying unpaid utility bills.

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- D. INSPECTOR SELECTION.** NOTWITHSTANDING PARAGRAPH 18, UNLESS OTHERWISE AGREED TO IN WRITING, BUYER SHALL HAVE THE RIGHT TO SELECT ALL INSPECTORS AND ORDER ALL INSPECTIONS EVEN IF SELLER HAS AGREED TO PAY FOR THE INSPECTION(S).
- E. PAYMENT OF INSPECTIONS.** BUYER SHALL PAY FOR ALL INSPECTIONS EXCEPT THE FOLLOWING, WHICH SHALL BE PAID BY SELLER. _____

NOTE: THE PARTY WHO AGREES TO PAY FOR THE INSPECTION IS RESPONSIBLE FOR DOING SO, EVEN IF THE TRANSACTION DOES NOT CLOSE.

F. INSPECTION DEADLINES. Unless otherwise provided for in this Agreement, the following applies:

- i. **Delivery Deadline:** Inspections to be completed and reports delivered to Buyer(s) no later than: December 28th, 2016 or _____ days from Date of Acceptance.
- ii. **Objection Deadline:** Objections to be delivered to Seller(s) no later than: January 3rd, 2017 or _____ days from Date of Acceptance.
- iii. **Resolution Deadline:** Written agreement for resolution of all objections to be agreed upon no later than: January 10th, 2017 or _____ days from Date of Acceptance.

G. WAIVER OF INSPECTIONS. Buyer to initial if applicable.

_____ Buyer waives ALL inspections unless required by law or Buyer's lender.

_____ Buyer waives ALL inspections.

_____ Buyer waives the following inspections: _____

H. BUYER'S OBJECTIONS.

- i. If Buyer has reasonable objections to any report or unsatisfactory condition disclosed by any document (Paragraphs 17), survey or ILR (Paragraph 18) and/or inspection (Paragraph 20), then **no later than the applicable Objection Deadline**, Buyer may request that Seller cure Buyer's objections (RANM Form 5109 – Objection, Resolution, and Waiver Amendment to Purchase Agreement) or Buyer may terminate this Agreement (RANM Form 5105 – Termination Agreement). Buyer's objections or termination must be in writing and include a copy of the document, survey and/or inspection report on which Buyer's objection or termination is based. If Buyer timely elects to terminate, Earnest Money shall be refunded to Buyer. Buyer's failure to deliver to Seller his objection or termination by the Objection Deadline shall be deemed a waiver of both Buyer's right to object and the applicable inspection contingency.
- ii. If Seller is responsible for ordering a report or document, and Buyer does not receive that report or document by the Delivery Deadline, Buyer and Seller may agree to extend the Objection and Resolution Deadlines or Buyer may terminate the Agreement. If Buyer elects to terminate, Earnest Money shall be refunded to Buyer.
- iii. If Buyer is responsible for ordering a report or document, and fails to do so in a timely manner, so that Buyer does not have the report or document by the Objection Deadline, Buyer may not use the failure to receive the report or document as the rationale for terminating the Agreement.

I. RESOLUTION. If Buyer requests a cure of his objections, Seller may agree to Buyer's requested cure, provide an alternative cure, or refuse to correct/address Buyer's objections. If Buyer and Seller are unable to reach a Resolution to Buyer's objections by the Resolution Deadline, then **THIS AGREEMENT SHALL TERMINATE** and Earnest Money shall be refunded to Buyer.

J. OBJECTIONS COMPLETION. In the event Seller agrees to complete or pay for any repairs prior to closing, Seller shall complete the repairs no later than 2 days prior to Settlement/Signing Date.

K. REASONABLE ACCESS; DAMAGES. Seller shall provide reasonable access to Buyer and any inspectors. The party selecting the inspector shall be liable for any damages that occur to the Property as a result of such inspection.

21. HOME WARRANTY CONTRACT. Buyer is advised to investigate the various home warranty plans available for purchase. The parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations and service fees and most plans exclude pre-existing conditions. Neither the Seller, nor the Broker, is

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responsible for home warranty coverage or lack thereof. The parties acknowledge that a Home Warranty Service Contract provider may conduct an inspection of the Property, but does not always do so.

☒ A Home Warranty Plan shall be ordered by ☒ Buyer ☐ Seller to be issued by HSA
at a cost not to exceed \$ 500.00, to be paid for by ☐ Buyer ☒ Seller. ☐
Buyer declines the purchase of a Home Warranty Plan.

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

[Signature] Buyer(s) Initials. [GS] Seller(s) Initials.

23. MAINTENANCE. Until the Possession Date, Seller shall maintain the Property and all aspects thereof including, but not limited to the following: heating; air conditioning; electrical; roofs; solar; septic systems; well and well equipment; gutters and downspouts; sprinklers; plumbing systems, including the water heater; pool and spa systems; appliances; and other mechanical apparatuses. Seller shall deliver the Property, all of the foregoing, and all other aspects thereof to Buyer in the same condition as of the Date of Acceptance, reasonable wear and tear excepted. The following items are specifically excluded from the above: all to be in working order

24. PRE-CLOSING WALK-THROUGH. Within 2 days prior to Settlement/Signing Date, Seller shall allow reasonable access to conduct a walk-through of the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in working condition and the Property is in the same condition as on the Date of Acceptance, reasonable wear and tear excepted. See RANM Form 5110 - Walk-Through Statement.

25. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES. The parties ☒ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.

26. ASSIGNMENT. Buyer ☒ may ☐ may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.

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27. DEFINITIONS. The following terms as used herein shall have the following meanings:

- A. **APPRAISAL** means a current estimated market value of the Property as established by a licensed real estate appraiser. In the event the Buyer is obtaining a loan, the term refers to an appraisal conducted by a real estate appraiser approved by the lender.
- B. **BROKER** includes the Buyer's and Seller's brokers.
- C. If a specific **DATE** is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
- D. **DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered.
- E. **DAY(S)** shall be determined on a "calendar day" basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas.
- F. **DELIVERED** means personally delivered or by any method where there is evidence of receipt. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who is working with or who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, the item must be delivered to the Buyer or Seller, as applicable.
- G. **DEADLINES.** Any "deadline(s)" can be expressed either as a calendar date (See Paragraph 27(C)) or as a number of days (See Paragraph 27(E)).
- H. **ELECTRONIC** means relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail.
- I. **ELECTRONIC RECORD** means a record created, generated, sent, communicated, received or stored by electronic means.
- J. **ELECTRONIC SIGNATURE** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- K. **FIXTURE** means an article which was once personal property, but which has now become a part of the Property because the article has been fastened or affixed to the Property.
- L. **MASCULINE** includes the feminine.
- M. **PERSONAL PROPERTY** means a moveable article that is NOT affixed or attached to the Property.
- N. **RESOLUTION** means the Buyer and Seller have a written agreement regarding how all Buyers' objections shall be resolved.
- O. **SINGULAR** includes the plural.
- P. **STANDARD EXCEPTIONS** means those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These printed exceptions are matters outside the Title Company's search of the public records, and therefore special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.

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

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

30. MEDIATION. If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally the costs of the mediation. If a mediator cannot be agreed

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upon or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law. For more information, see RANM Form 5118 - Information Sheet - Mediation Information for Clients and Customers.

- 31. EARNEST MONEY DISPUTE.** Generally, title or escrow companies will not release Earnest Money without first receiving an Earnest Money Distribution Agreement signed by all parties to this Agreement (RANM Form 5105B). If the parties cannot come to an agreement on the how Earnest Money shall be distributed, Paragraph 30 shall apply. If the parties cannot reach a resolution through mediation and proceed to litigation, at the conclusion of the litigation the court shall issue a judgment setting forth how Earnest Money shall be apportioned. Either party may present this judgment to the title or escrow company for distribution of the Earnest Money in accordance with the judgment. Parties to all Earnest Money disputes are urged to review RANM Form 2310 – Earnest Money Dispute Information Sheet, and to consult an attorney to fully understand all their rights and remedies.
- 32. DEFAULT.** Any default under this Agreement shall be treated as a material default, regardless of whether the party's action or inaction is specifically classified as a default herein. Additionally, time is of the essence and failure of a party to timely make payment, perform or satisfy any other condition of this Agreement in accordance with this Agreement shall be considered a material default. Generally, a material default relieves the non-defaulting party from further performance under this Agreement; however, the non-defaulting party may elect *not* to terminate this Agreement. If the non-defaulting party elects to terminate this Agreement, he may also elect to retain the Earnest Money and pursue any additional remedies allowable by law, including specific performance. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party remains responsible for all obligations and retains all rights and remedies available under this Agreement.
- 33. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in arbitration or litigation, the prevailing party of such action, including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.
- 34. FAIR HOUSING.** Buyer and Seller understand that the Fair Housing Act and the New Mexico Human Rights Act prohibit discrimination in the sale or financing of housing on the basis of race, age (this covers protection for people with children under age 18 and pregnant women), color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.
- 35. COUNTERPARTS.** This agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one and the same instrument.
- 36. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 37. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 38. MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity) the remaining Buyer(s) shall continue to be obligated under this Agreement.
- 39. AUTHORITY OF SIGNORS.** If Buyer or Seller is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants his authority to do so and to bind the Buyer or Seller for which he is signing.

Buyer  Seller 

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40. BUYER AND SELLER AUTHORIZATIONS. Unless otherwise instructed in writing, Seller and Buyer hereby authorize the Title Company, Lender, Escrow Agent and their representatives to provide a copy of any and all loan estimates, closing disclosures, other settlement statements and title documents with respect to the real estate transaction that is the subject of this Agreement to the Seller's and Buyer's respective Brokers. This does not authorize the delivery of any Buyer documents to Seller's broker or vice-versa. Each party further authorizes his respective Broker to be present for the Closing

41. SURVIVAL OF OBLIGATION. The following paragraphs will survive Closing of the Property: 4(D) and (E), 9-13, 19-22, 27, 30-31, 33, 36-37 and 41.



42. ENTIRE AGREEMENT AND AMENDMENTS IN WRITING. The parties understand that this offer, if accepted in writing by Seller and delivered to Buyer, constitutes a legally binding contract. This Agreement, together with the following addenda and any exhibits referred to in this Agreement, contains the entire Agreement of the parties and supersedes all prior agreements or representations with respect to the Property, which are not expressly set forth herein. **THIS AGREEMENT MAY BE MODIFIED ONLY BY WRITTEN AGREEMENT OF THE PARTIES.**

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. _____ (RANM Form 5101) | <input type="checkbox"/> Occupancy Agreement – Buyer/Seller (RANM Form 2201/2201) |
| <input checked="" type="checkbox"/> Buyer's Sale Contingency Addendum (RANM Form 2503) | <input type="checkbox"/> Real Estate Contract Addendum (RANM Form 2402) |
| <input type="checkbox"/> Buyer's Closing & Funding Sale Contingency (RANM Form 2503A) | <input type="checkbox"/> Residential Resale Condominium Addendum (RANM Form 2302) |
| <input type="checkbox"/> Estimated Property Tax Levy Exhibit _____ | <input type="checkbox"/> Septic System Contingency Addendum (RANM Form 5120A) |
| <input type="checkbox"/> Lead-Based Paint Addendum (RANM Form 5112) | <input type="checkbox"/> Seller's Financing, Mortgage or Deed of Trust Addendum (RANM Form 2507) |
| <input type="checkbox"/> Public Improvement District Disclosure (RANM Form 4650) (RANM Form 4550) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

43. EXPIRATION OF OFFER. This offer shall expire unless acceptance is delivered in writing to Buyer or Buyer's Broker on or before December 7 2016, at 5:00 ☐ a.m. ☒ p.m. Mountain Time. NOTE: UNTIL SELLER ACCEPTS THIS OFFER AND DELIVERS THE AGREEMENT TO BUYER, BUYER MAY WITHDRAW THIS OFFER AT ANY TIME.

OFFER BY BUYER

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

Authentisign 		12/4/2016	
Buyer Signature 		Offer Date	Time
12/4/2016 8:00:09 PM MST		12/4/2016	
Travis Stevens		Offer Date	Time
Buyer Name (Print)		Email Address	
Tiffany Stevens		Email Address	
Buyer Name (Print)		Email Address	
1601 Circleway Dinning Wyoming		City	State Zip Code
Buyer Address			
Buyer Home Phone	Buyer Cell Phone	Buyer Business Phone	Buyer Fax

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PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2016**

Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.
Seller (select one):

☒ **SELLER ACCEPTS** this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.

Authentisign		<u>SELLER</u>	
<i>Gary Sweetman</i>		12/05/2016	6:41 AM
Seller Signature		Date	Time
Advanced Solids Control			
Seller Name (Print)		Email Address	
Seller Name (Print)		Email Address	
Seller Address		City	State Zip Code
Seller Home Phone	Seller Cell Phone	Seller Business Phone	Seller Fax

☐ **REJECTS & SUBMITS** a Counteroffer (RANM Form 5102).

☐ **REJECTS & SUBMITS** an Invitation to Offer (RANM Form 5103).

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING EITHER A COUNTER OFFER, OR AN INVITATION TO OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT, BUT SHOULD INITIAL ALL PAGES.

INITIALS: SELLER _____

☐ **REJECTS** this offer.

IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES, BUT SHOULD INITIAL BELOW.

INITIAL HERE: SELLER _____

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PURCHASE AGREEMENT – RESIDENTIAL RESALE – 2016**

**THE FOLLOWING IS PROVIDED FOR INFORMATION PURPOSES ONLY.
BROKERS ARE NOT PARTIES TO THIS AGREEMENT.**

BUYER'S BROKER

Sheila A. Walterscheid 49780
Buyer's Broker Name Buyer's Broker's NMREC License No.

Keri Dunagan 18327
If different, Buyer's Broker's Qualifying Broker's Name Buyer's Broker's Qualifying Broker's NMREC License No.

Dunagan Associates (575) 885-2138 (575) 885-6809
Buyer's Brokerage Firm Office Phone Fax

212 W Stevens Carlsbad NM 88220
Buyer's Brokerage Address City State Zip Code

sheilaw@dunaganassociates.com Broker ☒ is ☐ is not a REALTOR®
Email Address

SELLER'S BROKER

Denise Griffith 3570 15241
Seller's Broker Name Seller's Broker's NMREC License No.

If different, Seller's Broker's Qualifying Broker's Name Seller's Broker's Qualifying Broker's NMREC License No.

MEANS REAL ESTATE LLC 575-887-9137
Seller's Brokerage Firm Office Phone Fax

927 N CANAL STREET CARLSBAD NM 88220
Seller's Brokerage Address City State Zip Code

carolyn@meansrealtors.com Broker ☒ is ☐ is not a REALTOR®
Email Address



REALTORS® ASSOCIATION OF NEW MEXICO BUYER'S SALE CONTINGENCY – 2016

INTENDED PURPOSE. This form is intended to be used under the following circumstances: (1) the Buyer is making an offer on the Seller's property; and (2) the Buyer is attempting to sell his/her existing property; 3) the Buyer is making his offer to purchase Seller's property subject to the sale, closing and funding of his property; and 4) the Seller agrees to discontinue MLS marketing of his property once the Buyer's property goes under contract.

As used in this agreement to describe the contingency, the term "satisfies" and any variation thereof means that the Buyer's property has closed and funded and the term "waives" and any variation thereof means that it is no longer necessary for the Buyer to sell his property in order to purchase the Seller's property. In other words, if the Buyer "waives" this Contingency, the Buyer is no longer making the purchase of the Seller's property contingent on the Buyer first selling his own property.

The following agreement is an Addendum to the Purchase Agreement dated December 4 2016 between Travis Stevens and Tiffany Stevens ("Buyer") and Advanced Solids Control ("Seller") relating to the following real estate: 3907 N Pat Garrett Carlsbad NM 88220 ("Subject Property"), hereinafter referred to as the "Purchase Agreement".

1. **CONTINGENCY.** The Purchase Agreement is subject to the sale, closing and funding of Buyer's property located at: 1601 Circleway Dimping Wyoming ("Buyer's Property").
2. **MARKETING PERIOD AND CONTINGENCY DEADLINE.**
 - A. **MARKETING CONTINUES.** Seller shall have the right to offer the Subject Property for sale and to consider additional offers until Buyer delivers written notice to Seller that Buyer has entered into a contract for the sale of Buyer's Property ("Marketing Period").
 - B. **CONTINGENCY DEADLINE.** In the event Seller receives another acceptable offer to purchase the Subject Property during the Marketing Period, Seller shall deliver written notification (Notification to Satisfy or Waive Contingency, Page 4 of this Agreement) to the Buyer that this Contingency must be satisfied or waived within 72 hours of receipt of such notification ("Contingency Deadline"). If Buyer does not satisfy or waive this Contingency by the Contingency Deadline, this Purchase Agreement shall terminate and any Earnest Money ☒ will ☐ will not be refunded to Buyer.
3. **TERMINATION OF MARKETING PERIOD.** Once Seller receives notice from Buyer that Buyer has entered into a contract for the sale of Buyer's Property, Seller must cease marketing of the Subject Property. The Purchase Agreement shall remain contingent upon the closing and funding of Buyer's Property.
4. **TERMINATION OF CONTRACT ON BUYER'S PROPERTY.** In the event Buyer has entered into a contract for the sale of Buyer's Property and that contract subsequently terminates for any reason, Buyer must notify Seller of such termination within 2 days of such termination. In this event, Buyer shall have the option of waiving the contingency; however, if Buyer is unwilling or unable to waive the contingency at the time he provides notice to Seller, then Seller, in his sole discretion, may terminate the Purchase Agreement.

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



**REALTORS® ASSOCIATION OF NEW MEXICO
BUYER'S SALE CONTINGENCY – 2016**



A. **NOTICE.** If Seller elects to terminate, Seller shall deliver written notice to Buyer within ____ days of receiving Buyer's notice of the termination of the contract on Buyer's Property and Earnest Money will be refunded to Buyer. If Seller fails to timely notify Buyer of Seller's intent to terminate, Seller's right to terminate shall be deemed waived.

B. **MARKETING RESUMES.** If Seller elects *not* to terminate the Purchase Agreement or *waives* his right to terminate the Purchase Agreement by failing to timely respond to Buyer's notice (Para. 4.A), Seller may resume marketing of the Subject Property until such time as Buyer notifies Seller that Buyer has entered into another contract for the sale of Buyer's Property ("Subsequent Marketing Period"). In the event Seller receives another acceptable offer to purchase the Subject Property during the Subsequent Marketing Period, Seller shall deliver written notification (Notification to Satisfy or Waive Contingency, Page 4 of this Agreement) to the Buyer that this Contingency must be satisfied or waived by the Contingency Deadline (Para. 2.B). If Buyer does not satisfy or waive this Contingency by the Contingency Deadline, this Purchase Agreement shall terminate and any Earnest Money shall be distributed as provided in Para. 2.B.

5. **TIME FOR SATISFACTION OR WAIVER OF CONTINGENCY.** Without any notice or demand, Buyer shall notify Seller in writing on or before December 30 2016 ("Contingency Date") that this Contingency has been satisfied or waived. If Buyer does not satisfy or waive this Contingency by the Contingency Date, this Purchase Agreement shall terminate and any Earnest Money ☐ will ☐ will not be refunded to Buyer. NOTE: THE FACT THE BUYER HAS ENTERED INTO A CONTRACT FOR THE SALE OF BUYER'S PROPERTY IS NEITHER A SATISFACTION, NOR A WAIVER OF THE CONTINGENCY (SEE DEFINITIONS OF "SATISFACTION" AND "WAIVER" IN THE INTRODUCTORY PARAGRAPH) AND THIS PARAGRAPH SHALL APPLY EVEN IF BUYER HAS ENTERED INTO A CONTRACT FOR THE SALE OF BUYER'S PROPERTY.

6. BUYER REPRESENTATIONS.

A. ☒ Buyer's Property is for sale.

- i. Buyer's Property is listed with selling themselves (Broker's name) of _____ Brokerage.
- ii. Buyer's Property ☐ is ☒ is not currently listed with a MLS. If currently listed in the MLS, the MLS listing number is _____.
- iii. Buyer's Property has been on the market since _____.

B. ☐ Buyer's Property is not yet for sale.

- i. Buyer ☐ will ☐ will not list Buyer's Property with a licensed real estate broker within ____ days from Date of Acceptance. If Buyer will be listing Buyer's Property with a licensed real estate broker, Buyer will deliver proof of this listing to Seller within ____ days from Date of Acceptance. If Buyer fails to deliver proof of said listing, the Purchase Agreement shall terminate and any Earnest Money deposit ☐ will ☐ will not be refunded to Buyer.
- ii. Buyer ☐ will ☐ will not list Property with a MLS. If Buyer will be listing Buyer's Property with a MLS, Buyer will do so within ____ days of Date of Acceptance.

7. NOTICES.

A. Any notices made by Buyer under this Contingency Agreement shall be made to (check applicable box)

☒ Seller's Broker ☐ Seller ☐ Other _____

Notices shall be delivered in accordance with the Purchase Agreement.

B. Any notices made by Seller under this Contingency Agreement shall be made to (check applicable box)

☒ Buyer's Broker ☐ Buyer ☐ Other _____

Notices shall be delivered in accordance with the Purchase Agreement.

AS

GS



REALTORS® ASSOCIATION OF NEW MEXICO BUYER'S SALE CONTINGENCY – 2016

- C. In the event there are multiple Buyers/Sellers on the Purchase Agreement, each Buyer/Seller shall be considered the agent of the other Buyer(s)/Seller(s) for purposes of giving and receiving notice. Written notice to ANY of said Buyers/Sellers shall be considered written notice to ALL Buyers/Sellers.

8. WAIVER OF CONTINGENCY.

- A. If Buyer elects to waive this Contingency for the sale of the Buyer's Property, and is thereafter unable to close and fund on the sale of the Subject Property due to the failure to close and fund on the sale of Buyer's Property, any Earnest Money deposit will NOT be refunded to Buyer; it will be paid to the Seller. Further, Seller reserves any rights to other damages to which Seller may be entitled as a result of Buyer's financial inability to fulfill the terms and conditions of the Purchase Agreement.

- B. Seller's Right to Approve (Initial Below if applicable).

Notwithstanding the foregoing, Buyer shall provide to Seller, at the time of waiver of this Contingency, evidence satisfactory to Seller that Buyer is financially qualified to purchase the Subject Property. Buyer's waiver of this Contingency is conditioned on Seller's approval of Buyer's financial qualifications. Seller will inform Buyer of Seller's approval or disapproval within ____ hours after receipt of the evidence referred to above. If Seller disapproves of Buyer's financial qualifications, the Purchase Agreement will terminate and any Earnest Money will be returned to Buyer. If Seller fails to provide notice of disapproval within the time specified, Seller is deemed to have approved of Buyer's financial qualifications and waives his right to terminate the Purchase Agreement based thereon. Seller may not unreasonably withhold approval.

Initial here if the above paragraph applies:

____ Buyer ____ Buyer ____ Seller ____ Seller

9. TIME PERIODS FOR PERFORMANCE.

- A. Earnest Money shall be deposited ☒ as specified in the Purchase Agreement ☐ the date that the Buyer delivers written notice that the Buyer's Property has gone under contract for sale ☐ the date Buyer delivers notice that this Contingency has been satisfied or waived or ☐ other _____.

- B. Time periods in the Purchase Agreement for performance of all other obligations shall begin ☒ as specified in the Purchase Agreement ☐ the date that Buyer delivers written notice that Buyer's Property has gone under contract for sale ☐ the date that the Buyer delivers written notice that this Contingency has been satisfied or waived or ☐ other _____.

Authentisign

BUYER

12/12/2016 4:08 PM MST
____ is Stevens

Date Time

12/12/2016 4:08 PM MST
____ Effany Stevens

Date Time

Authentisign

SELLER

12/12/2016 6:41 PM MST
____ Gary Sweetman
____ Advanced Solids Control

Date Time

Seller Signature

Date Time



REALTORS® ASSOCIATION OF NEW MEXICO BUYER'S SALE CONTINGENCY – 2013

SELLER(S) NOTIFICATION TO SATISFY OR WAIVE CONTINGENCY

Buyer is hereby notified that Seller has received an acceptable offer to purchase the Subject Property from another party. UNDER THE TERMS OF THIS BUYER SALE CONTINGENCY, BUYER HAS UNTIL _____ (date) at _____ (time) ☐ am ☐ pm TO SATISFY OR WAIVE THE CONTINGENCY ("CONTINGENCY DEADLINE"). IF BUYER FAILS TO SATISFY OR WAIVE THIS CONTINGENCY WITHIN THE ABOVE PERIOD OF TIME, THE PURCHASE AGREEMENT SHALL TERMINATE, AND THE EARNEST MONEY SHALL BE DISTRIBUTED AS PROVIDED IN THIS CONTINGENCY AGREEMENT.

Seller Signature Advanced Solids Control Date _____ Time _____

Seller Signature _____ Date _____ Time _____

The undersigned hereby states that the above Notification to Satisfy or Waive Contingency was delivered to _____ at _____

on _____, at _____ ☐ am ☐ pm

Signature _____

BUYER NOTIFICATION OF SATISFACTION OR WAIVER OF CONTINGENCY

Buyer hereby notifies Seller that he (check applicable box) ☐ WAIVES ☐ SATISFIES this Contingency. If Buyer is WAIVING this Contingency and subsequently is unable to complete this transaction due to the failure to sell Buyer's Property, the Earnest Money deposit will NOT be refunded to Buyer; it will be paid to the Seller. Seller reserves all rights to other damages to which Seller may be entitled as a result of Buyer's financial inability to fulfill the terms and conditions of the Purchase Agreement. Additionally, if Buyer is waiving this Contingency, Seller may have the right to review and approve Buyer's financial qualifications as provided for in Paragraph 8B. See definitions of "satisfaction" and "waiver" in the introductory paragraph.

Buyer Signature Travis Stevens Date _____ Time _____

Buyer Signature Tiffany Stevens Date _____ Time _____

Acknowledged by Seller:

Seller Signature Advanced Solids Control Date _____ Time _____

Seller Signature _____ Date _____ Time _____



REALTORS® ASSOCIATION OF NEW MEXICO BUYER'S SALE CONTINGENCY – 2013

APPROVAL OF BUYER'S FINANCIAL QUALIFICATIONS (IF APPLICABLE)

Based on the documents provided by Buyer, Seller approves of Buyer's financial qualifications as required under Paragraph 8B. If Buyer is unable to complete this transaction due to the failure to close and fund on the sale of Buyer's Property, the Earnest Money deposit will NOT be refunded to Buyer; it will be paid to the Seller. Seller reserves all rights to other damages to which Seller may be entitled as a result of Buyer's financial inability to fulfill the terms and conditions of the Purchase Agreement.

Seller Signature Advanced Solids Control	Date	Time
Seller Signature	Date	Time

Acknowledged by Buyer:

Buyer Signature Travis Stevens	Date	Time
Buyer Signature Tiffany Stevens	Date	Time



REALTORS® ASSOCIATION OF NEW MEXICO
GENERAL ADDENDUM No. one - 2016

This Addendum is part of the _____ purchase _____ Agreement (the "Agreement")
 dated December 4 2016, between Travis Steven and Tiffany Stevens
 and Advanced Solids Control

relating to the following Property: _____

<u>3907 N Pat Garrett</u>	<u>Carlsbad</u>	<u>NM</u>	<u>88220</u>
Address	City	State	Zip Code

Lot 24, Phase 2, Farmview Subdivision

Legal Description

or see metes and bounds description attached as Exhibit n/a, Eddy County, New Mexico.

The following is added to the Agreement:

1. The seller to pay \$2500.00 to buyers closing cost.



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REALTORS® ASSOCIATION OF NEW MEXICO
GENERAL ADDENDUM No. one - 2016


Left blank intentionally

If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

<div>Authentisign </div>	12/4/2016	
Signature: Advanced Solids Control	Date	Time
<div>Authentisign </div>	12/4/2016	
Signature: GARY STEVENS	Date	Time

SELLER/LANDLORD/OWNER SIGNATURE

<div>Authentisign </div>	12/05/2016	
Signature: GARY SWEETMAN	Date	Time
Advanced Solids Control		
Signature	Date	Time



**REALTORS® ASSOCIATION OF NEW MEXICO
INFORMATION SHEET - EARNEST MONEY DISPUTE – 2016**

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

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

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**REALTORS® ASSOCIATION OF NEW MEXICO
INFORMATION SHEET
ESTIMATED PROPERTY TAX LEVY DISCLOSURE – 2016**

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

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

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

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

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

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

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

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

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**REALTORS® ASSOCIATION OF NEW MEXICO
INFORMATION SHEET
ESTIMATED PROPERTY TAX LEVY DISCLOSURE – 2016**

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

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

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

Date

12/4/2016



REALTORS® ASSOCIATION OF NEW MEXICO FIRPTA AND TAXATION OF FOREIGN PERSONS RECEIVING RENTAL INCOME FROM U.S. PROPERTY INFORMATION SHEET - 2016

FIRPTA EXPLAINED. FIRPTA is the Foreign Investment in Real Property Tax Act of 1980 (26 USC §1445 et. Sec.) ("FIRPTA"). FIRPTA authorizes the United States (U.S.) to tax foreign persons on dispositions of U.S. real property interests. The term "disposition" includes, but is not limited to a sale or exchange, liquidation, redemption, gift or transfer. A U.S. real property interest includes sales of interests in parcels of real property as well as sales of shares in certain U.S. corporations that are considered U.S. real property holding corporations. To ensure that foreign persons are paying the applicable taxes on the disposition of their real property interests, a Buyer purchasing property from a foreign Seller *must* withhold ten (10) or fifteen (15) percent of the amount the foreign Seller realizes from the sale of the property for remittance to the Internal Revenue Service (IRS). FIRPTA also places the onus on the resident Buyer to determine the Seller's status as a foreign or non-foreign person.

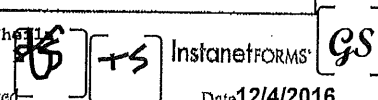
BUYER'S OBLIGATIONS UNDER FIRPTA. In transactions with foreign persons, the Buyer **MUST** remit ten (10) or fifteen (15) percent of the amount realized from the sale of the property to the IRS within twenty (20) days of closing. Generally speaking, the "amount realized" is the sales/purchase price of the Real Estate. The Buyer must determine the Seller's status as a foreign or non-foreign person. If the Seller is foreign, but an exemption applies, then the Buyer must obtain proof of qualification to avoid IRS sanctions. If a Seller asserts that he/she is a non-foreign person, the Buyer should obtain an Affidavit of Non-Foreign Seller (RANM Form 2303) or a Qualified Substitute Statement (RANM Form 2303A) as discussed in further detail below.

A "FOREIGN PERSON" UNDER FIRPTA. A foreign person includes: a nonresident alien individual; a foreign corporation, partnership, trust, or estate; and any other person that is not a U.S. person. A nonresident alien is defined as an individual who is neither a U.S. citizen, nor a resident of the U.S. within the meaning of section 7701(b) of the IRS Code. Two tests apply. Under the "green-card" test, an alien individual is a resident of the U.S. if he/she has been admitted for U.S. permanent residence (i.e., has a green card) at any time during the calendar year. Under the substantial-presence test, an alien individual is a resident for U.S. federal tax purposes if the alien is physically present in the U.S. for 183 days or more during the current calendar year. Alternatively, if the alien is physically present for at least 31 days during the current year, the alien may be treated as a U.S. tax resident in the current year under a three-year look-back test which requires an analysis of the alien's presence over the preceding three years. If the alien is from a country that has an income tax treaty with the United States, the treaty may act to change these results.

EXCEPTIONS TO WITHHOLDING UNDER FIRPTA. The following are the most common: 1) the property is purchased for \$300,000 or less AND the Buyer is using the property as a primary residence; 2) the Seller has an IRS statement that specifies the Seller is exempt from withholding, is entitled to a reduced withholding amount, has provided adequate security for payment or has made arrangements with the IRS for payment; 3) the Seller provides the Buyer with a **FULLY COMPLETED Non-Foreign Seller Affidavit (RANM Form 2303)**; 4) a **Qualified Substitute provides the Buyer with a Qualified Substitute Statement (RANM Form 2303A)**; or 5) the Seller is participating in a **SIMULTANEOUS Section 1031 Exchange**. In order for the home to be considered the Buyer's "primary residence" for purposes of the exception, the Buyer or a member of the Buyer's family must have definite plans to reside at the property for at least 50% of the number of days the property is used by any person during each of the first two 12-month periods following the date of transfer. When counting the number of days the property is used, do not count the days the property will be vacant.

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REALTORS® ASSOCIATION OF NEW MEXICO FIRPTA AND TAXATION OF FOREIGN PERSONS RECEIVING RENTAL INCOME FROM U.S. PROPERTY INFORMATION SHEET - 2016

DETERMINING APPLICABLE WITHHOLDING RATE. If all three of the following are applicable, then the withholding rate is ten percent (10%) of the full amount realized: 1) the amount realized exceeds \$300,000, but does not exceed \$1,000,000; AND 2) the property will be used by the buyer as a primary residence (see definition of "primary residence" above); AND 3) the buyer is an individual(s). If the amount realized is between \$300,000 and \$1,000,000, but the buyer is not an individual OR the buyer will not be using the property as a primary residence, then the withholding rate is fifteen percent (15%) of the amount realized. If the amount realized exceeds \$1,000,000, then the withholding rate is fifteen percent (15%) of the full amount realized, *regardless of the type of buyer or the buyer's intended use for the property.*

AFFIDAVIT OF NON-FOREIGN SELLER (FORM 2303) AND QUALIFIED SUBSTITUTE STATEMENT (FORM 2303A). The Affidavit of Non-Foreign Seller (Seller's Affidavit) is a sworn statement completed and signed by the Seller which includes the Seller's tax identification number (most often a Social Security number) and in which the Seller states under Penalty of Perjury that the Seller is not a foreign person as defined under FIRPTA, and thus, is not subject to tax withholding under FIRPTA. The Seller can provide a completed and signed Seller's Affidavit directly to the Buyer or to a Qualified Substitute. A Qualified Substitute is a person or entity as defined under FIRPTA that accepts a Seller's completed and signed Seller's Affidavit in the Buyer's stead.

The Qualified Substitute retains the Seller's Affidavit and must provide the Buyer with a Qualified Substitute Statement. The Qualified Substitute Statement is a sworn statement made under Penalty of Perjury in which the Qualified Substitute states that the Qualified Substitute has a completed and signed Seller's Affidavit from the Seller. The Buyer must retain the Qualified Substitute Statement in his/her records. If the Buyer receives a Qualified Substitute Statement, the Buyer never receives the Seller's Affidavit, nor the Seller's tax identification number.

QUALIFICATIONS OF A "QUALIFIED SUBSTITUTE" UNDER FIRPTA. Under FIRPTA, the Buyer's Broker or any person/entity (including an attorney or Title Company) responsible for closing the transaction may be a "Qualified Substitute". The Seller's Broker may NOT be a "Qualified Substitute".

EXCEPTION FOR NON-FOREIGN SELLERS DOES NOT APPLY IF THERE IS KNOWLEDGE OR NOTICE THAT THE SELLER'S AFFIDAVIT OR QUALIFIED SUBSTITUTE STATEMENT IS FALSE. In the case of any of the following, the Buyer must retain and remit ten (10) percent of the amount realized from the sale of the property to the IRS within twenty (20) days of closing (Generally speaking, the "amount realized" is the sales/purchase price of the real estate):

- 1) The Buyer or Qualified Substitute has **actual knowledge** that either the Seller's Affidavit or the Qualified Substitute Statement is false;
- 2) The Buyer **receives notice** from the Seller's Broker, Buyer's Broker or the Qualified Substitute that the Seller's Affidavit or the Qualified Substitute Statement is false;
- 3) The Qualified Substitute **receives notice** from the Seller's Broker or Buyer's Broker that the Seller's Affidavit is false; 4) The United States Secretary of Treasury, by regulations, requires the Buyer or the Qualified Substitute to furnish a copy of the Seller's Affidavit or the Qualified Substitute Statement to the Secretary of Treasury and the Buyer or Qualified Substitute fails to furnish a copy of the Affidavit or Statement at the time and in the manner as required by the regulations.

AGENT TO THE TRANSACTION OR A QUALIFIED SUBSTITUTE LEARNS THE SELLER'S AFFIDAVIT OR QUALIFIED SUBSTITUTE STATEMENT, AS MAY BE THE CASE, IS FALSE. Such agent or Qualified Substitute **MUST** notify the Buyer at such time and in such manner as required by the regulations. If the Seller's Broker, Buyer's Broker or Qualified Substitute fails to provide notice of a false affidavit as required by the regulations, such agent or Qualified Substitute shall have the same duty to deduct and withhold that the Buyer would have had if the agent or Qualified Substitute had complied with the notice requirements.



REALTORS® ASSOCIATION OF NEW MEXICO FIRPTA AND TAXATION OF FOREIGN PERSONS RECEIVING RENTAL INCOME FROM U.S. PROPERTY INFORMATION SHEET - 2016

IRS PENALTIES FOR VIOLATIONS UNDER FIRPTA. Buyers who fail to withhold and fail to obtain proof of an approved exemption may be held liable for the Seller's tax that should have been withheld on the sale. In the event an agent or Qualified Substitute fails to notify a Buyer of a false Seller's Affidavit or false Qualified Substitute Statement as may be the case, the agent and/or Qualified Substitute may be liable for an amount up to the amount of compensation the agent or Qualified Substitute derived from the transaction. In addition to the above, criminal penalties and other civil penalties and interest may apply.

For more information on FIRPTA, visit <http://www.irs.gov/businesses/small/international/article/0,,id=105000,00.html>.

RENTAL INCOME RECEIVED FROM PROPERTY OWNED BY FOREIGN PERSONS. Rental income from properties owned by foreign persons is taxed in one of two ways: as investment income through withholding, or; on a net income basis as "effectively connected with a U.S. trade or business" without withholding. The method by which rental income will be taxed depends on whether or not the foreign person who owns the property is considered "engaged in a U.S. trade or business." Ownership of real property is not considered a U.S. trade or business if it consists of merely passive activity such as a net lease in which the lessee pays rent, as well as all taxes, operating expenses, repairs, interest on the principal of the existing mortgage(s) and insurance in connection with the property. Such passive rental income is subject to a flat thirty (30) percent withholding tax (unless reduced by an applicable income tax treaty) applied to the gross income rather than the "net rent" received.

If, on the other hand, the foreign investor is engaged in a U.S. trade or business such as the developing, managing and operating of a major shopping center, the rental income will not be subject to withholding and will be taxed at ordinary progressive rates. Expenses may then be deducted in determining net taxable income. The foreign person must make estimated tax payments for the tax due on the net rental income, if any.

ATTENTION PROPERTY MANAGERS:

Unless the foreign investor has properly informed the property manager that the rental income is to be treated as "effectively connected income" and submitted to the property manager a fully completed IRS Forms W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States, the property manager **MUST** withhold thirty (30) percent of the gross rental receipts so as to avoid personal liability. A fully completed Form W-8ECI must include a valid U.S. tax identification number for the foreign investor. *Without this tax identification number, the property manager MUST withhold and remit thirty (30) percent of the gross rental receipts to the IRS.*

A property manager who collects rent on behalf of a foreign owner of real property is considered a "withholding agent" and as such, is personally and primarily liable for any tax that must be withheld. The liability of the withholding agent includes amounts that should have been paid plus interest, penalties, and where applicable, criminal sanctions.

In addition, property managers must report annual rents collected on behalf of foreign landlords on Forms 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons, and 1042-S, and Foreign Person's U.S. Source Income Subject to Withholding. These are the equivalent of Forms 1096 and 1099-MISC, but are for foreign owners. For more information visit: <http://www.irs.gov/businesses/small/international/article/0,,id=129631,00.html>.

PARTIES SHOULD CONSULT WITH QUALIFIED PROFESSIONALS. Foreign Sellers and Buyers dealing with transactions involving Foreign Sellers should consult with the appropriate professional, i.e. an accountant and/or tax attorney.



**REALTORS® ASSOCIATION OF NEW MEXICO
FIRPTA - AFFIDAVIT -- NON-FOREIGN SELLER - 2016**

NOTICE TO SELLER: If you need any assistance to understand the Foreign Investment in Real Property Act and its application to you, please consult with your own tax advisor. Real estate Brokers are not permitted to give advice with respect to such matters.

Section 1445 of the Internal Revenue Code provides that a Buyer of United States real property must withhold tax if Seller is a foreign person. To inform Buyer that withholding of tax is not required upon the disposition of the Property described below, the undersigned Seller executes this Affidavit. Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement may be punished by fine, imprisonment or both.

This Affidavit is executed in connection with the sale of the following Property:

<u>3907 N Pat Garrett</u>	<u>Carlsbad</u>	<u>88220</u>
Address	City	Zip Code
<u>Lot 24, Phase 2, Farmview Subdivision</u>		
Legal Description		
or see metes and bounds description attached as Exhibit _____, _____ Eddy _____ County, New Mexico.		

INDIVIDUAL SELLER

1. I am not a Foreign Person for purposes of United States income taxation.
2. My United States taxpayer identification number (Social Security Number) is: _____
3. My home address is: _____

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct, and complete.

Name of Individual Seller _____

Signature _____

Date _____ Time _____

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**REALTORS® ASSOCIATION OF NEW MEXICO
FIRPTA - AFFIDAVIT -- NON-FOREIGN SELLER - 2016**

ENTITY SELLER

1. Advanced Solids Control ("Seller")
is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Seller's United States employer identification number is _____
3. Seller's office address is 5655 Bear Lane Suite 100; Corpus Christi, TX 78405
4. If a corporation, Seller's place of incorporation is _____
- Under penalties of perjury, I declare that to the best of my knowledge and belief, the statements in this Affidavit are true, correct, and complete, and that I have authority to sign this document on behalf of Seller.

Name of Entity Advanced Solids Control

By Gary Sweetman

12/5/2016 6:42:13 AM MST

Its _____

Date 12/05/2016 Time 6:42 AM

Buyer or Qualified Substitute, as applicable, must retain this Affidavit and make it available to the Internal Revenue Service upon request.

NOTICE TO SELLER OR BUYER: An affidavit should be signed by each individual or entity seller to whom or to which it applies. Any questions relating to the legal sufficiency of this form, or to whether it applies to a particular transaction, or to the definition of any of the terms used, should be referred to a certified public accountant, attorney, or other professional tax advisor, or to the Internal Revenue Service.

Received by ☐ Buyer ☐ Qualified Substitute

Signature _____

Date _____

Time _____

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



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



For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

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

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

Appraisals are Different from Home Inspections

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

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

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

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

Radon Gas Testing

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

Be an Informed Buyer

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



HUD-92564-CN (8/08)



CAUTION



REALTORS® ASSOCIATION OF NEW MEXICO INFORMATION SHEET - MOLD - 2016

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

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

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

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

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

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

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

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

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

12/4/2016

Broker Signature Travis Stevens

Date Time

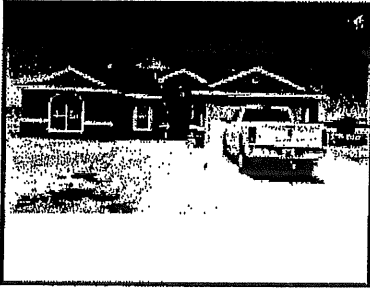
12/4/2016

Buyer Signature Tiffany Stevens

Date Time

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CLIENT HANDOUT - RESIDENTIAL



LISTING INFORMATION

MLS # 20163633
Asking Price \$270,000
Status Active
Type Single Family
Area CA-Southeast
County Eddy
Address 3907 N Pat Garrett
City Carlsbad
State NM
Zip 88220

Bedrooms 4
Full Baths 2
3/4 Baths 0
1/2 Baths 0
Garage Cap. 2
Garage Type Attached
Fireplaces 0
Appx Sq Ft 2000-2299
Appx Age 1-5
ETZ Y/N

GENERAL INFORMATION

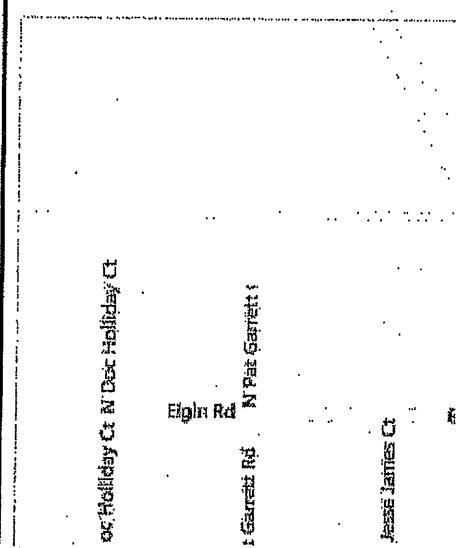
Total # of Acres
Apx Sq Ft 2056
Lot Land Size
Year Built 2014
Acre Feet
Elementary School
Middle School
Jr High School
Sr High School
Subdivision Farmview
Zoned

Taxes \$ \$2,470.23
Tax Year 2016

AIR CONDITIONING Electric, Forced
 Central Air, Refrigerated

APPLIANCES INCLUDE Dishwasher,
 Garbage Disposal, Microwave, Range Hood,
 Range-Free Standing, Refrigerator, Water
 Heater-Electric

MAP



FOR MORE INFORMATION...

SHEILA G WALTERSCHEID
CELL: 575-361-6302
sheilaw@dunaganassociates.com

DUNAGAN ASSOCIATES
212 W STEVENS

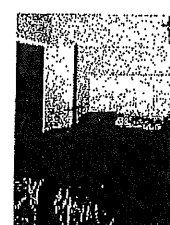
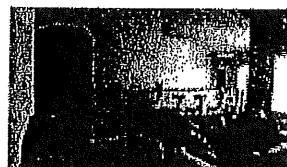
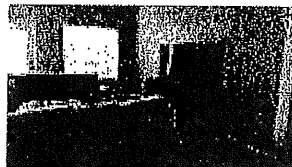
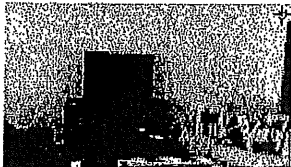
CARLSBAD NM 88220



LIST OFFICE

Listing Office 1 - Office MEANS REAL
Name ESTATE LLC
Listing Office 1 - Phone OFFC: 575-887
Number

ADDITIONAL PHOTOS



DIRECTIONS / PUBLIC REMARKS

Directions Off Loving Hwy, turn right on Thomason rd turn right on Elgin

Remarks (Public View) Like new KT home in the fabulous Farmview subdivision. This house hasn't even had it's second birthday yet! Come check out this 4 bedroom 2 bath home that has granite counter tops throughout. It also boasts 8 closets and a pantry. Vaulted ceilings and 17" X 17" tile all on a 1/2 acre lot.

DUNAGAN ASSOCIATES RELATIONSHIP DISCLOSURES

Dunagan Associates is hereby making disclosure of the following relationships:

1. Dunagan Associates is a licensed New Mexico Insurance Agency and has a Financial Services Department licensed in Securities and Mutual Funds. Real Estate Customers are not obligated to use Dunagan Associates for insurance services.
2. George Dunagan, Qualifying Broker/Owner of Dunagan Associates, is a Stockholder and Board of Director for Carlsbad National Bank, Carlsbad, New Mexico. Real Estate customers are not obligated to use Carlsbad National Bank for mortgage services. George Dunagan has an ownership interest in Quail Hollow Subdivision, Sages, LLC, Carlsbad Riverfront, LLC.
3. George Dunagan is father of Sean Dunagan of DunGood Drafting, LLC, which does house plans & designs.
4. Brenda Northcutt, Qualifying Broker/Owner of Dunagan Associates, is the spouse of Bobby Northcutt, Owner and Licensed Contractor. Bobby and Brenda Northcutt own rental property & Bobby is the property manager for their personal rentals.
5. Brenda Northcutt, Qualifying Broker/Owner of Dunagan Associates, is the mother of Cody Northcutt, Owner and Licensed Electrical Contractor of Cody Electric/Heating and Cooling. Cody Northcutt is owner of Southwest Self Storage.
6. Cliff Stroud and Alison Stroud Counts, Real Estate Brokers with Dunagan Associates, are relatives of Zack Downen, Licensed General Contractor and owner of Desert Moon Construction and Bart Frintz, Licensed General Contractor and owner of Trend Builders.
7. Cliff Stroud is a NM Real Estate Commissioner.
8. Alison Stroud Counts, is the daughter of Cliff Stroud and a relative of Brenda Counts, a RE Broker with ERA Montgomery.
9. Kerri D. Harvey, Qualifying Broker/Owner, is the daughter of George Dunagan, Qualifying Broker/Owner of Dunagan Associates and has ownership interest in Quail Hollow Subdivision & Carlsbad Riverfront, LLC.
10. Laura Hutchinson is a related to Ray Peters, Contractor/Owner of Desert Sky Construction.
11. Amanda Mashaw is a distant relative of Evan Staeden, Roswell appraiser.
12. Other: _____

Authentisign
Gary Sweetman
12/5/2016 6:42:15 AM MST
Seller

12/05/2016
Date

Authentisign
[Signature]
12/4/2016 7:45:51 PM MST
Buyer

Date
12/4/2016

Authentisign
[Signature]
12/4/2016 8:00:57 PM MST
Buyer

Date
12/4/2016
Date