



**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL – 2015  
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 sections;
- 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 counter-offers in a timely manner, and 2) Assistance in complying with the terms and conditions of the contract and with the closing of the transaction;

If the broker in a transaction is not providing the service, advice or assistance described 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 law 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.**

*[Signature]*

*[Signature]*

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL – 2015  
PART II – BROKER DUTIES**


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

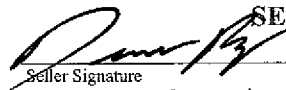
1. Michelle Anthony ("Buyer's Broker") is working with the Buyer in this transaction as a:
  - Transaction Broker without a written agreement.
  - Transaction Broker with a written agreement (RANM Form 1206, Buyer Broker Agreement).
  - Agent with a written agreement (RANM Form 1206, Buyer Broker Agreement with Agency Addendum).
  
2. **IN-HOUSE TRANSACTION:**
  - A. Buyer's Broker is licensed under the same Qualifying Broker in the same Brokerage as Seller's Broker. Seller's Broker has a written listing agreement with the Seller as  Transaction Broker  Agent.
  - B. Buyer's Broker is also Seller's Broker for the property in this Transaction. Seller's Broker has a written listing agreement with Seller as  Transaction Broker  Agent.
  
3.  **DUAL REPRESENTATION DISCLOSURE AND CONSENT:** Brokerage is representing both Buyer and Seller by means of written agreements with each of them, without creating Dual Agency. If there are two written agreements, Buyer and Seller hereby consent to this dual representation.
  
4.  **DUAL AGENCY DISCLOSURE:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Brokerage has not been chosen by the Qualifying Broker, thus creating Dual Agency. Prior to writing or presenting this offer, Broker must obtain written consent from the Buyer Client and Seller Client (RANM Form 1301, Agency Agreement – Dual).
  
5. Buyer's Broker  does  does not have a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party: \_\_\_\_\_


*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.

The **BROKERAGE RELATIONSHIP DISCLOSURE** is acknowledged by the parties below:

**BUYER**  
  
 Buyer Signature \_\_\_\_\_ Date 12-22-15 Time 4:22  
 City of Aztec

**SELLER**  
  
 Seller Signature \_\_\_\_\_ Date 12/28/2015 Time 5:48  
 Aztec Presbyterian Church

**BUYER'S BROKER**  
 Buyer's Brokerage Firm Ramsey Realty  
  
 Broker Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 Michelle Anthony

**BUYER'S BROKER**  
 Broker  is  is not a REALTOR®  
 Date 12/28/15 Time 4:28pm

**SELLER'S BROKER**  
 Seller's Brokerage Firm \_\_\_\_\_  
 Ramsey Realty  
 Broker Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 Robert Ramsey

**SELLER'S BROKER**  
 Broker  is  is not a REALTOR®



**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

**OFFER DATE:** December 10, 2015

**1. TERMS SUMMARY.**

This Agreement includes:

- Property Disclosure Statement
- Addendum
- Financing Addendum
- Other (Describe): Lease Purchase Addendum, Commercial Rental Agreement

Offer Expiration Date: December 16, 2015

Buyer: City of Aztec, a

Seller: Aztec Presbyterian Church Aztec Presbyterian Church, a

Property: \_\_\_\_\_  
 Address: 119 E CHUSKA Street AZTEC NM 87410  
 Legal Description: Lots 9,10,11,12 Blk 31 Original Townsite

Purchase Price: \$ 189,000 or Appraised Value whichever is Lower x 53  
 Earnest Money: \$ \_\_\_\_\_ x \_\_\_\_\_

Inspection Period: \_\_\_\_\_

Survey Type:  ALTA  Boundary  Other (Describe): \_\_\_\_\_

Environmental Site Assessment:  Phase I  Phase II  Other (Describe): \_\_\_\_\_

Closing Date: Jan 1<sup>st</sup>, 2016

Conveyance Documents:

Deed:  General Warranty Deed  Special Warranty Deed  Quitclaim Deed  Other: \_\_\_\_\_

Assignment of Leases

Other (Describe): \_\_\_\_\_

Title Company: Guardian Title

Title Officer Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**2. FINANCE CONTINGENCY**

If checked, this Agreement is contingent upon Buyer obtaining financing on or before \_\_\_\_\_ and Financing Addendum (RANM Form 3106 ) is attached if appropriate.

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**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

3. **PROPERTY.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase Agreement ("Agreement"). The parties agree that if the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised in a manner acceptable to Buyer, Seller and Title Company. The Property includes all fixtures and permanent improvements located at the Property, including all mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), floor coverings, window coverings, elevators, signs, paving and landscaping. The Property includes all of Seller's interest in Existing Leases (as defined below), subleases, licenses, lease guaranties, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances, and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property. Service contracts, employment agreements, warranties and management agreements, to the extent they are assignable, will be included with the Property. **THIS AGREEMENT IS NOT TO BE USED FOR TRANSACTIONS INVOLVING AN ASSIGNMENT OF A GROUND LEASE. UNLESS SPECIFICALLY PROVIDED IN AN ADDENDUM TO THIS AGREEMENT, BUYER IS NOT PURCHASING ANY PERSONAL PROPERTY OF SELLER PURSUANT TO THIS AGREEMENT. (IN THE EVENT BUYER IS PURCHASING PERSONAL PROPERTY OF SELLER IN CONJUNCTION WITH PURCHASE OF THE PROPERTY, BUYER SHOULD CONSULT AN ATTORNEY REGARDING NECESSARY ADDITIONAL DOCUMENTATION.)**
4. **DEFINITIONS.** The following terms will 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 Buyer's and Seller's brokers.
  - C. If a specific 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)** will 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 will 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 4(C)) or as a number of days (See Paragraph 4(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. **RESOLUTION** means the Buyer and Seller have a written agreement regarding how all Buyers' objections shall be resolved.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

N. **SINGULAR** includes the plural.

O. **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.

5. **EARNEST MONEY.** Within 5 days of the Date of Agreement, Buyer shall deliver the Earnest Money to the Title Company, to be held in escrow pursuant to the terms of this Agreement. The Earnest Money shall be held in a federally insured Trust account selected by the Title Company. Subject to the provisions of this Agreement, the Earnest Money and all accrued interest is to be applied toward the purchase of the Property at the Closing. Upon Title Company's request, Buyer agrees to provide Title Company with its Federal Tax Identification Number. If Buyer fails to deposit the Earnest Money as required by this Agreement, this Agreement shall be automatically terminated.
6. **DISCLOSURE AND DELIVERY OF INFORMATION.** Within 5 days of the Date of Agreement, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller's control or possession, of the following: previously prepared environmental audits and inspections, physical inspection reports, maintenance information, warranties, service and other contracts, engineering reports, hydrology reports, drainage information, grading information, soils reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills, governmental and quasi-governmental notices, a schedule of all lawsuits (except suits initiated by Seller against tenants no longer occupying space at the Property) pending or threatened related to the Property (including a summary of relevant facts, status of the action, parties, court and attorneys involved), and such other information, notices, correspondence, agreements and other materials, if any, in Seller's possession related to the Property.
7. **LEAD-BASED PAINT (LBP).** Is any part of this Property a **RESIDENCE** built before 1978?  Yes  No  
If the answer is "Yes", SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING LBP HAVE BEEN MADE TO THE BUYER. (See LBP Disclosure – RANM Form 5112). NOTE: Both Residential AND certain commercial buildings built prior to 1978 are subject to the Lead Based Paint Renovation Repair and Painting Program.
8. **INSPECTION PERIOD.** Buyer shall have the period of time set forth above as the Inspection Period to review the Property. During the Inspection Period, Buyer shall review all of the information regarding the Property provided by Seller. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. Such inspections, unless otherwise specified in this Agreement, shall be at Buyer's expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other agreements related to the Property. Seller authorizes Buyer to request zoning and other similar certifications from applicable governmental and quasi-governmental authorities. Buyer agrees to not unreasonably disturb Seller's tenants at the Property and to conduct all inspections and tests at times mutually acceptable to Buyer and Seller. Seller releases Buyer from all claims and liabilities arising out of such requests by Buyer, including but not limited to enforcement actions triggered by such requests. During the Inspection Period, Buyer is specifically entitled to review the following:
- A. **PHYSICAL INSPECTION.** Buyer, at Buyer's election and expense, may obtain a physical inspection, lead-based paint hazard inspection and/or lead-based paint risk assessment concerning the Property.
- B. **TITLE.** Within 5 days of the Date of Agreement, Seller shall obtain a title commitment ("Title Commitment") from Title Company. Along with the Title Commitment, Title Company shall provide to Buyer copies of all documents listed as exceptions, a property tax search and copies of all plats related to the Property. Buyer shall be entitled to review title to the Property during the Inspection Period.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

- C. SURVEY.** The survey of the Property of the type specified above shall be obtained by the party designated. The survey shall be obtained as soon as practicable and, in any event, within n/a days of the Date of Agreement. If an ALTA survey is designated, the survey shall be prepared consistent with the American Land Title Association/American College on Survey & Mapping standards for urban surveys, including the optional items on Table A as selected by the party obtaining the survey. If a boundary or other survey is to be obtained, such survey shall be prepared consistent with the Minimum Standards for Surveying in New Mexico. All surveys shall be certified to Seller, Buyer, Title Company and Buyer's Lender, if any. The "Flood Zone" status of the Property shall be reflected on the survey.
- D. LEASES.** During The Inspection Periods, Buyer may review all leases, subleases, lease guaranties, licenses, concession agreements and other rental or occupancy arrangements (collectively "Existing Leases") affecting the Property. Prior to the Closing, Seller shall obtain an estoppel certificate ("Estoppel Certificate") covering such matters and on a form mutually acceptable to Buyer and Seller from each tenant at the Property. Seller shall use its best efforts to obtain all Estoppel Certificates as soon as possible and in any event on or before the Closing Date. If any Estoppel Certificate cannot be obtained in a timely manner, Seller shall promptly give notice to Buyer of Seller's failure to obtain such Estoppel Certificate; and, in such event, Buyer, within n/a days after notice is given, may terminate this Agreement and have the Earnest Money, including accrued interest, delivered to Buyer.
- E. ENVIRONMENTAL SITE ASSESSMENT.** The Environmental Site Assessment of the Property shall be obtained by the party set forth in Paragraph 17 at such party's expense, within n/a days of the Date of Agreement. The site assessment of the Property shall be of the type specified above and shall be performed in a manner consistent with the standards created by American Society for Testing and Materials Standards.
- F. SOIL AND DRAINAGE INSPECTION.** Buyer, at Buyer's election and expenses, may obtain soil and drainage inspections and tests concerning the Property.
- 9. BUYER'S ENTRY.** Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer's entry onto the Property prior to the Closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer indemnifies and agrees to defend Seller and the Property from any and all claims, liabilities, liens, losses, expenses (including reasonable attorneys' fees and costs), and/or damages arising out of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement.
- 10. BUYER'S OBJECTION.** Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item related to the Property. In such event, Buyer, at Buyer's election, may either terminate this Agreement or give notice to Seller requesting that Seller cure the items disapproved by Buyer. Seller shall have the obligation, at Seller's expense, to satisfy and remove at or before the Closing all monetary encumbrances disapproved by Buyer. Regarding disapproval by Buyer of items other than monetary encumbrances, within \_\_\_\_\_ days of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within \_\_\_\_\_ days elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer elects to terminate this Agreement, the Earnest Money, including accrued interest, shall be delivered to Buyer. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for Seller's cure. If Buyer does not disapprove the Property in writing, Buyer shall be deemed to have approved the Property and the Earnest Money shall become non-refundable.
- 11. SELLER'S REPRESENTATIONS AND WARRANTIES.** Except as is expressly disclosed in the Property Disclosure Statement, Seller, to the best of Seller's current, actual knowledge, makes the following representations and warranties to Buyer as of the Date of Agreement and as of the Closing.
- A.** Seller is the sole owner of the Property and has the full right, power and authority to sell the Property to Buyer as provided in this Agreement.
- B.** Seller is not aware of any adverse soil, topography, hydrology, or drainage condition at the Property.

REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015

- C. Seller is not aware of any hazardous materials, hazardous conditions, toxic substances, asbestos, or contaminated substances, including but not limited to asbestos, lead-based paint and/or PCB transformers at the Property.
- D. Seller has not received any notice from any governmental or quasi-governmental entity.
- E. The Property has never been used as a dump, landfill or other similar use and the Property has never had an above ground or an underground storage tank located on it.
- F. All information and documents provided by Seller to Buyer regarding the Property are true, correct and complete. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information.
- G. Seller is not aware of any unpaid liens or assessments, or items which could result in a lien, related to the Property.
- H. Water service, electric service, natural gas, telephone service, and public sewer service are presently serving the Property.
- I. The Property is not subject to any historical Property designation and/or development limitation.
- J. Seller will not violate or modify any existing lease or Other Agreement, or create any new lease or Other Agreement affecting the Property, without Buyer's prior written approval.
- K. No person other than tenant(s) pursuant to the Existing Leases shall have any right to possession of the Property.
- L. No work has been performed which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- M. No lawsuit or other claim is pending or threatened against Seller and/or the Property.
- N. No tenant or occupant of the Property is subject to any bankruptcy, receivership, probate or insolvency proceeding.
- O. Seller is not subject to any bankruptcy, receivership, probate or insolvency proceeding.
- P. Seller has not collected and will not collect any rent or other monies related to the Property for any period after the Closing Date.

Seller's representations and warranties shall survive the Closing.

- 12. PRORATIONS, ADJUSTMENTS AND TRUST FUNDS.** At the Closing, the following shall occur:
- A. **TAXES, ASSESSMENTS, UNPAID EXISTING IMPACT FEES.** Applicable real property taxes shall be prorated through the Closing Date, based upon the latest tax information available to Title Company. Seller shall pay all special assessments, standby charges, prorate charges and other similar charges and/or assessments existing as of the Closing.
  - B. **INSURANCE.** All insurance obtained by Seller will terminate on the Closing Date. Buyer is advised to obtain appropriate insurance related to the Property effective as of the Closing Date.
  - C. **RENT, SECURITY DEPOSITS AND RELATED EXPENSES.** All rent and other similar monies, including but not limited to common area maintenance fees, utilities, operating expenses and other "pass-through's", shall be prorated as of the Closing Date. The parties agree to promptly adjust between themselves outside of the escrow any rents received after the Closing Date. All security deposits pursuant to Existing Leases shall be delivered to Buyer and paid for by Buyer at the Closing.
  - D. **LOAN IMPOUNDS.** At the Closing, Seller shall assign to Buyer, and Buyer shall pay for all impounds or trust funds (including but not limited to insurance escrows, tax escrows, and replacement reserves), held by the lender regarding any loan being assumed by Buyer.
  - E. **OTHER CHARGES RELATED TO THE PROPERTY.** All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees shall be paid by Seller through the Closing Date. All service contracts, management agreements and other contracts, unless specifically approved and assumed by Buyer in writing at the Closing, shall be terminated by Seller effective as of the Closing Date. Buyer shall pay for all fees incurred in conjunction with the assignment of any service contract, management agreement and/or other contract. Buyer shall be responsible for changing over to Buyer all utilities as of the Closing Date. Utility deposits, if any,

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

shall be assigned to Buyer and be paid for by Buyer at the Closing. Title Company is hereby authorized to retain such monies out of the closing proceeds as are reasonably necessary to pay utility charges which could result in a municipal lien being filed against the Property for any period of time prior to the Closing Date.

- 13. MATERIAL CHANGE.** No Material Change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, "Material Change" shall mean a change in the status of a use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer's election, may terminate this Agreement within 15 days of receiving notice from Seller of such Material Change. If Buyer terminates this Agreement, the Earnest Money and all interest accrued thereon shall be returned to Buyer.
- 14. RISK OF LOSS.** In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within 15 days of such notice, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.
- 15. CONDEMNATION.** Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.
- 16. CLOSING.** The closing ("Closing") shall occur on the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged for the Closing.
- A. Unless stated otherwise in this Contract, Seller shall deliver the following:
- i. The Deed, of the type specified above, subject only to the title items not objected to by Buyer during the Inspection Period.
  - ii. An assignment of the Existing Leases.
  - iii. An affidavit executed by Seller providing that Seller is not a "foreign person" as established by Internal Revenue Code Section 1445 or successor statutes.
  - iv. Other applicable closing documents required or specified by this Agreement.
  - v. Closing statement prepared by Title Company for Seller.
- B. Unless stated otherwise in this contract for the Closing Buyer shall deliver the following:
- i. The balance of the Purchase Price.
  - ii. Other applicable closing documents required or specified by this Agreement.
  - iii. Documents, if any, related to Buyer's financing for the Property.
  - iv. Closing Statement prepared by Title Company for Buyer.

As soon after the Closing as is reasonably practicable, Title company shall issue to Buyer a standard New Mexico Owner's Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title commitment, and subject only to exceptions not objected to by Buyer during the Inspection Period.

All documents shall be in a form mutually acceptable to Buyer and Seller. Pro-rations shall be handled at the Closing as set forth in this Agreement.



**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

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

| LOAN RELATED COSTS AND FEES  | Buyer | Seller | Not Required | TITLE COMPANY CLOSING COSTS                  | Buyer | Seller | Not Required |
|--|-------|--------|--------------|--|-------|--------|--------------|
| Appraisal Fee  | XX    |        |              | Closing Fee                                  | 1/2   | 1/2    |              |
| Appraisal Re-inspection Fee  |       |        |              | Pro-Rata Data Search                         |       |        |              |
| Credit Report  |       |        |              | Legal Document Preparation                   |       |        |              |
| Loan Assumption /Transfer  |       |        |              | Special Assessment Search                    |       |        |              |
| Origination Charge: up to <input type="checkbox"/> \$ <input type="checkbox"/> % |       |        |              | Buyer Recording Fees                         | X     |        |              |
| Points - Buydown   |       |        |              | Seller Recording Fees                        |       | X      |              |
| Points - Discount  |       |        |              | Other:                                       |       |        |              |
| Tax Service Fee  |       |        |              | Other:                                       |       |        |              |
| Flood Zone Certification   |       |        |              | Other:                                       |       |        |              |
| Other:   |       |        |              | <b>POLICY PREMIUMS</b>                       |       |        |              |
| Other:   |       |        |              | Title Commitment                             |       | X      |              |
|  |       |        |              | Standard Owner's Policy                      |       | X      |              |
| <b>PREPAIDS REQUIRED BY LENDER</b>   |       |        |              | Mortgagee's Policy                           | X     |        |              |
| Flood Insurance  |       |        |              | Mortgagee's Policy Endorsements              | X     |        |              |
| Hazard Insurance   |       |        |              | Other:                                       |       |        |              |
| Interest   |       |        |              | Other:                                       |       |        |              |
| PMI or MIP   |       |        |              |  |       |        |              |
| Taxes  |       |        |              | <b>MISCELLANEOUS</b>                         |       |        |              |
| Other:   |       |        |              | Survey (Paragraph 8C)                        |       |        |              |
|  |       |        |              | Impact Fees                                  |       |        |              |
| Other:   |       |        |              | POA Fees (e.g. Processing)                   |       |        |              |
|  |       |        |              | Environmental Site Assessment (Paragraph 8E) |       |        |              |
| Other:   |       |        |              | Other:                                       |       |        |              |
|  |       |        |              | <b>ESCROW / COLLECTION FEES</b>              |       |        |              |
|  |       |        |              | Set up                                       |       |        |              |
|  |       |        |              | Periodic                                     |       |        |              |
|  |       |        |              | Close out                                    |       |        |              |
|  |       |        |              | Other:                                       |       |        |              |
|  |       |        |              | Other:                                       |       |        |              |

**Seller will pay for preparations of Conveyance Documents. All other document preparation fees shall be paid for by Buyer. Any other finance costs not addressed here will be paid for by Buyer.**

**18. POSSESSION.** Possession of the Property (subject to the rights of tenants under the Existing Leases) and keys to the Property shall be delivered by Seller to Buyer at the Closing.

**19. DEFAULT AND REMEDIES.** Before exercising any remedy, the non-defaulting party shall give the defaulting party five (5) days written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If a default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If the non-defaulting party elects to treat this Agreement as terminated, the Earnest Money and all accrued interest thereon, shall be delivered to the non-defaulting party and the non-defaulting party may pursue any additional remedies available at law, in equity or otherwise. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to specific performance. Buyer and Seller acknowledge and agree that Broker(s) will not in any circumstance be responsible for any breach by either party under this Agreement.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

- 20. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in dispute, litigation, or settlement, 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.
- 21. DISCLAIMERS.** Buyer acknowledges that it is acquiring the Property based on Buyer's own review and inspection. Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS". Except as expressly provided in this Agreement, Seller makes no representation, warranty, inducement, promise, agreement or assurance regarding the Property, including but not limited to any warranty or representation as to condition, compliance with laws, zoning, water, soil, access size, marketability, value, future value, utilities, occupancy, or otherwise. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. Buyer acknowledges that it is not relying upon any representation or warranty by any Broker.
- 22. REAL ESTATE BROKERS.** The parties acknowledge that the Broker(s) are the procuring cause of this Agreement. The parties acknowledge that the specific relationship(s) of Buyer and Seller with such Broker(s) has been established pursuant to separate written agreement. This Agreement shall serve as an irrevocable instruction to Title Company to pay such real estate brokerage fee, including applicable Gross Receipts Tax thereon, to Broker(s) from the Closing. Other than Seller's obligations to the Broker(s) as set forth above, Buyer and Seller represent to each other that they have had no dealings with any other broker, or agent, and that no person or entity, other than the Broker(s) has any claim for a fee or commission in conjunction with the sale covered by this Agreement. Each party indemnifies and agrees to defend the other party from any and all costs and liabilities arising from any breach of any representation contained in this paragraph.
- 23. BROKER'S COMPENSATION.** Listing Broker to be paid at closing a compensation of 3.0 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller.  
Selling Broker to be paid at closing a sales compensation of 3.0 % plus applicable New Mexico Gross Receipts Tax to be paid by Seller. Other instructions:
- 24. FURTHER ACTION.** Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement or which are reasonably required by the Title Company in conjunction with the Closing.
- 25. BACK UP OFFERS.** Buyer agrees that until such time as Buyer has approved the condition of the Property or waived any contingency of Buyer set forth in this Agreement, Seller may solicit and/or accept back-up offers to purchase the Property.
- 26. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and may be either personally delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepaid, or by any method where there is evidence of receipt addressed to the parties and the Brokers at their respective addresses set forth in this Agreement. If any notice is personally delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be deemed given three (3) business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this Paragraph. FACSIMILE AND EMAIL COMMUNICATIONS MAY NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.
- 27. AUTHORITY.** Each party signing this Agreement represents and warrants to the other party that it has full legal power, authority and right to execute, deliver and perform the obligations under this Agreement. Each party represents and warrants to the other party that the transactions contemplated by this Agreement and each person signing this Agreement and/or any document at the Closing has been duly authorized by all requisite action and that no remaining action or third-party consent is required. If Seller is an entity, Seller represents and warrants to Buyer that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in new Mexico. If Buyer is an entity, Buyer represents and warrants to Seller that it is duly formed, validly existing and in good standing under the laws of the State of its organization (as set forth in Paragraph 1) and qualified to do business in New Mexico.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

28. **AMENDMENT.** This Agreement cannot be amended except as agreed to in writing by the parties.
29. **INVALIDITY.** If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force and effect.
30. **CONFIDENTIALITY.** Buyer and Seller agree that at all times after the Date of Agreement and prior to the Closing, unless consented to in writing by the other party or required by law, no party shall issue a press release or other public disclosure concerning the pending sale of the Property. Buyer and Seller agree to notify their employees, agents, contractors and Broker(s) involved in the sale of this confidentiality provision. No memorandum or other document referencing this Agreement shall be recorded.
31. **ATTORNEY REVIEW.** Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document and that each party has had a full opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.
32. **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.
33. **WAIVER.** No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.
34. **ENTIRE AGREEMENT.** This Agreement (including all exhibits and addenda) and the Property Disclosure Statement covering the Property constitute a fully integrated document and represent the entire understanding and agreement between Buyer and Seller regarding the Property. All prior discussions, events, or representations, warranties and agreements regarding the Property are hereby superseded and replaced by this Agreement. The parties to this Agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions.
35. **TIME OF THE ESSENCE.** Time is of the essence under this Agreement.
36. **CAPTIONS AND DEFINED TERMS.** The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the "Terms" Paragraph.
37. **LIMITATION OF REAL PROPERTY INDEMNIFICATIONS.** To the extent applicable, if at all, the indemnifications contained in this Agreement are subject to and limited by the provisions of Section 56-7-1 of the New Mexico Statutes.
38. **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.

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

39. **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.
40. **ASSIGNMENT.** Buyer  may  may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.
41. **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.
42. **DURATION.** If this Agreement is not fully executed by both Buyer and Seller on or before the Offer Expiration Date, the offer evidenced by this partially executed document shall be automatically withdrawn. In such event, all Earnest Money that already has been deposited with the Title Company, and all accrued interest, shall be delivered to Buyer.
43. **COUNTERPARTS.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.
44. **FOREIGN SELLERS.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold ten percent (10%) 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.

In the event the above exception to FIRPTA does not apply, 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 in accordance with FIRPTA.

REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT - COMMERCIAL - 2015

OFFER BY BUYER

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

Buyer Signature Sally Burbridge Date 12-22-15 Time 4:22

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

City of Aztec  
Buyer Name (Print) \_\_\_\_\_ Email Address \_\_\_\_\_

Buyer Name (Print) Sally Burbridge Email Address \_\_\_\_\_

Buyer Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_


Buyer Home Phone \_\_\_\_\_ Buyer Cell Phone \_\_\_\_\_ Buyer Business Phone \_\_\_\_\_ Buyer Fax \_\_\_\_\_

**REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL - 2015**

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.

**SELLER**

|   |                   |                                     |
|---|-------------------|-------------------------------------|
|  | 12/28/2015        | 5:49 p                              |
| Seller Signature  | Offer Date        | Time                                |
| Seller Signature  | Offer Date        | Time                                |
| Aztec Presbyterian Church   | Email Address     |                                     |
| Seller Name (Print)   | Email Address     |                                     |
| Aztec Presbyterian Church   | 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 A COUNTER OFFER, OR IS REJECTING THIS OFFER AND SUBMITTING 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**

**INITIAL HERE: SELLER** \_\_\_\_\_

REALTORS® ASSOCIATION OF NEW MEXICO  
PURCHASE AGREEMENT – COMMERCIAL – 2015

THE FOLLOWING IS PROVIDED FOR INFORMATION PURPOSES ONLY.  
BROKER'S ARE NOT PARTY TO THIS AGREEMENT.

**BUYER'S BROKER**

Michelle Anthony  
Buyer's Broker Name  
18154  
Buyer's Broker's NMREC License No.

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

Ramsey Realty  
Buyer's Brokerage Firm  
505-334-6187  
Office Phone  
505-334-9707  
Fax

100 N Main Ave.  
Buyer's Brokerage Address  
Aztec  
City  
NM  
State  
87410  
Zip Code

MichelleA1989@aol.com  
Email Address  
Broker  is is not a REALTOR®

**SELLER'S BROKER**

Robert Ramsey  
Seller's Broker Name  
Seller's Broker's NMREC License No.

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

Ramsey Realty  
Seller's Brokerage Firm  
(505) 334-6187  
Office Phone  
(505) 334-9707  
Fax

100 N Main Ave  
Seller's Brokerage Address  
Aztec  
City  
NM  
State  
87410  
Zip Code

ramseyrealtyazt@msn.com  
Email Address  
Broker  is is not a REALTOR®

Date of Agreement: \_\_\_\_\_ (For reference purposes and for calculation of deadlines, the LAST party to execute this contract should fill in the date).



**REALTORS® ASSOCIATION OF NEW MEXICO  
LEASE PURCHASE ADDENDUM # 1 - 2015**

***THIS ADDENDUM OBLIGATES THE BUYER TO BUY AND THE SELLER TO SELL. PARTIES ARE ADVISED TO SEEK LEGAL COUNSEL AND TAX ADVICE TO EXPLAIN YOUR RIGHTS AND/OR CONSEQUENCES UNDER THIS AGREEMENT. BROKERS ARE NOT LAWYERS AND CANNOT GIVE LEGAL ADVICE.***

This Addendum is part of the Residential Purchase Agreement, dated December 10, 2015 between City of Aztec ("Buyer") and Aztec Presbyterian Church ("Seller") and relating to the following Property:

119 E CHUSKA Street AZTEC 87410  
Address City Zip Code  
Lots 9,10,11,12 Blk 31 Original Townsite  
Legal Description

or see metes and bounds description attached as Exhibit           , SAN JUAN County, New Mexico.

**Buyer and Seller agree as follows:**

- POSSESSION:** It is the intention of the parties to create a Lease Purchase transaction wherein the Buyer will take possession of the Property on or about January 1 2016 under that certain Rental/Lease Agreement attached as **EXHIBIT A**. Buyer will make deposits and rental payments under said Rental/Lease Agreement as set forth therein.
- PURCHASE FEE:** Buyer shall deliver directly to the Seller a Purchase Fee in the amount of \$ 0.00. This Purchase Fee is separate from any Earnest Money deposit set forth in the Purchase Agreement and shall not be subject to the provisions of Earnest Money shown therein. The Purchase Fee  will  will not be a credit to the the purchase price and/or Buyer's down payment (if allowed by Buyer's lender) at Settlement. In the event the Buyer defaults or is unable to purchase the Property per the terms of the Purchase Agreement, the Purchase Fee will **NOT** be refunded to the Buyer.
- DEFAULT:** If the Buyer vacates the Property for any reason or defaults under the terms of this Lease Purchase Agreement, the attached Purchase Agreement, Rental/Lease Agreement, or any other agreement, the Seller shall have the right to immediately to cancel/terminate all agreements. In such case, the Seller shall retain all Earnest Monies, Purchase Fees, credits and all improvements to the Property as liquidated damages and not as a penalty.
- SECURITY DEPOSIT:** The security deposit as set forth in the Rental/Lease Agreement  will  will not be applied to the Purchase Price and/or Buyer's down payment (if allowed by Buyer's lender) at Settlement.
- EXTENSION:** The Seller is relying upon the Buyer's ability to close with cash or a loan on or before the closing date stated in the Purchase Agreement. Should the Buyer be unable to purchase the Property within the time period specified, the parties may agree to extend the Settlement/Funding dates, convert this Agreement to a Rental/Lease Agreement only, or terminate this Agreement. If this Agreement is terminated, Buyer agrees to vacate the Property, in accordance with the attached Rental/Lease Agreement attached as **EXHIBIT A**. Rent credit  will  will not continue to accumulate during the extension. Any extension will require a writing signed by both parties.

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REALTORS® ASSOCIATION OF NEW MEXICO  
LEASE PURCHASE ADDENDUM # 1 - 2015

6. **RENT CREDIT:** The rental/lease payments being made to the Seller under the Rental/Lease Agreement shall be in the amount of \$ 0.00, paid Annually. At the time of Settlement, the Title Company shall prorate rents. From each rental/lease payment, \$ 0.00 shall be credited to the Buyer, from Seller, at Settlement. At Settlement, Buyer may choose to apply rent credit to the purchase price or towards the Buyer's down payment (if allowed by Buyer's lender). In the event Buyer fails to complete the Lease Purchase, no portion of this rental/lease credit shall be returned to the Buyer.
7. **BACK UP OFFER/SALE OPTIONS:** Seller  may  may not accept Back Up Offers during the term of this Agreement. Seller  may  may not enter into another Purchase Agreement during the term of this Agreement.
8. **ASSIGNMENT:** Buyer  may  may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.
9. **LEASEHOLD ESTATE ONLY:** Until closing, the Buyer shall have a Leasehold Estate only. This is not an installment land contract, bond for title agreement, or any other type of owner financing.
10. **ALTERATIONS AND IMPROVEMENTS:** Locks/deadbolts shall not be changed or re-keyed and no alterations or improvements, including, but not limited to, paint and wallpaper, shall be made to the Property without the prior written consent of the Seller. All alterations or improvements shall become part of the Property. If the Buyer makes any unauthorized alterations or improvements to the Property, at the sole discretion of the Seller, the Buyer shall, at the Buyer's sole cost, restore the Property to its original condition. All monies invested by the Buyer either with or without the Seller's consent are non-refundable.
11. **MAINTENANCE AND INSURANCE:** During the term of the Rental/Lease Agreement, Buyer shall maintain Property and its improvements and shall provide Seller with evidence of liability and contents insurance. Buyer  will  will not be responsible for all utility and other operating and maintenance expenses of the Property. Lender required insurance shall be the responsibility of the Seller.
12. **SMOKE DETECTORS:** There  is  is not a working smoke detector on the Property. If there is, Buyer agrees to test the detector monthly to ensure proper operation, and further agrees to replace all required batteries when necessary. The Buyer acknowledges that he/she understands how to test the smoke detector and replace its batteries. The Buyer also agrees to have a qualified professional install a new smoke detector immediately if the smoke detector ever fails to operate properly.
13. **TAXES:** All Property Taxes will be paid by the Seller through Settlement/Signing Date. All tax deductions on underlying loans or mortgages shall be claimed by the Seller.
14. **SEVERABILITY:** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
15. **THIS LEASE PURCHASE ADDENDUM SHALL CONTROL:** If there is any conflict between this Lease Purchase Addendum and any provisions of the Purchase Agreement, Rental/Lease Agreement, or any other Agreement, the language of this Lease Purchase Addendum shall control, supersede and be superior to all other agreements between the parties.
16. **OTHER:**  
City of Aztec to make improvements including but not limited to roof repairs, new flooring and paint, etc. It is understood by all parties that if the purchase should not for any reason fulfill, all improvements and moneys paid will become the property of the seller with no reimbursement to buyer/tenant. With exception of the teleconferencing equipment which will be considered personal property.

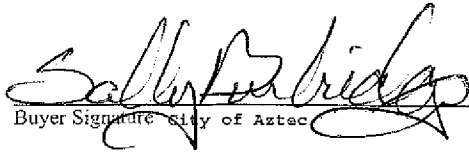
City will be responsible for all assessed property and personal taxes beginning 1/1/2016

This agreement is subject to final approval of the Presbyterian Church in Santa Fe.

REALTORS® ASSOCIATION OF NEW MEXICO  
LEASE PURCHASE ADDENDUM #  3  - 2015

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

BUYER

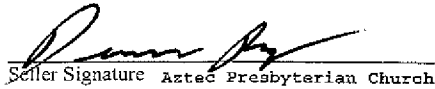
  
Buyer Signature City of Aztec

12-27-15 4:23  
Date Time

Buyer Signature

Date Time

SELLER

  
Seller Signature Aztec Presbyterian Church

12/28/2015 5:49P  
Date Time

Seller Signature Aztec Presbyterian Church

Date Time

LIST OF EXHIBITS:

Form  3101  EXHIBIT A - Rental/Lease Agreement



**REALTORS® ASSOCIATION OF NEW MEXICO  
COMMERCIAL PROPERTY LEASE/RENTAL AGREEMENT  
TRIPLE NET ADDENDUM NO. 2 - 2015**

This ADDENDUM is a part of the COMMERCIAL PROPERTY LEASE f 119 E CHUSKA Street  
(Property) between Aztec Presbyterian Church Aztec Presbyterian Church  
(Landlord) and City of Aztec (Tenant)  
dated: December 10, 2015

TRIPLE NET (NNN) LEASE: This lease is a NNN lease - the Tenant shall pay the rents agreed to in the Lease Agreement, including Common Area Maintenance (CAM) charges if any, and unless otherwise provided herein, shall pay all expenses associated with the ownership, operations, maintenance, and repair of the property; this includes utilities, taxes, insurance, maintenance, landscaping, security, and repairs of routine items and major components.

Tenant will put all utilities in an account of their choosing. Utility bills shall be sent to the Tenant, not the Landlord.

Tenant  Landlord shall arrange for the tax liabilities to be sent to the Tenant and Tenant shall be responsible for payment thereof with proof of payment provided to the Landlord.

Tenant shall arrange for Building and Liability Insurance with a provider approved by the Landlord with the following coverage amounts:

Liability: 1000000.00  
Building: 200000.00  
Umbrella: \_\_\_\_\_  
Other: \_\_\_\_\_

The following are exceptions to this NNN lease and will be paid by the Landlord:

- No exceptions
- HVAC major components (compressor, fan motor, etc.)
- Major roof repair/replacement - not to include routine leaks
- Major structural damage to the shell of the building
- Major replacement of water main and sewer main or plumbing not inside the shell of the building
- Replacement of the sidewalks - not to include routine repairs
- Repaving/Replacement of parking lot surface - not to include paint/stripping
- Expenses required by changes in building codes or city ordinances that are not "grandfathered-in" to the Property.
- The following special expenses:
  - 1. : \_\_\_\_\_
  - 2. : \_\_\_\_\_
  - 3. : \_\_\_\_\_
- Other: \_\_\_\_\_

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REALTORS® ASSOCIATION OF NEW MEXICO  
COMMERCIAL PROPERTY LEASE/RENTAL AGREEMENT  
TRIPLE NET ADDENDUM NO. 2 - 2015

TENANT'S SIGNATURE

City of Aztec

Tenant Name \_\_\_\_\_

Tenant Name \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Tenant Signature Sally Burbridge Sally Burbridge Date 12-22-15 Time 4:22

By \_\_\_\_\_  
Name of Person who signs on behalf of a legal entity other than an individual  
Mayor, City of Aztec

Its \_\_\_\_\_  
Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.

LANDLORD'S SIGNATURE

[Signature] Aztec Presbyterian Church

Landlord's Name \_\_\_\_\_

Landlord's Name \_\_\_\_\_

Landlord's Signature [Signature] Date 12/28/2015 Time 5:49p

Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

By \_\_\_\_\_  
Name of Person who signs on behalf of a legal entity other than an individual

Its \_\_\_\_\_  
Office or Title of Signer if Lessee is a legal entity other than an individual

Accepted and agreed to on \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.