Ben G. Scott Land Company, LLC • 1301 Front Street • Dimmitt, Texas 79027 Phone (806) 647-4375 5:00am to 10:00pm or (800) 933-9698 • Fax (806) 647-0950 www.scottlandcompany.com • ben.scott@scottlandcompany.com

### **SPRINGER LAKE FARM**

State:	New Mexico

Region: Northeastern New Mexico

County: Colfax County, New Mexico

Property Type: Irrigated Farm/Ranch

Acres: 491.55 acres more or less

Price: \$725,000.00

Taxes: \$5,044.16

Location: North of Springer, NM

Contact Name: Ben G. Scott/Robert Nelson/Krystal Nelson

Contact Address: Scott Land Company, LLC

Mailing Address: Physical Address:

1301 Front Street 1368 U.S. Hwy. N. 385 Dimmitt, Texas 79027-3246 Dimmitt, Texas 79027-3246

Contact Phone #: 800/933-9698 or 806/647/4375

5:00 a.m. to 10:00 p.m.

Contact Fax: 806/647-0950

Primary Office Email Address: ben.scott@scottlandcompany.com

Comments: This property is located in Colfax County, NM and is 3 miles West of Interstate 25 on Highway 58 or approx. 20 miles East of Cimarron, New Mexico. Along with the property are 371 shares of water from Antelope Valley Irrigation District which has been used to irrigate approximately 222 acres historically. Irrigation on the property includes ditch irrigation and two center pivot irrigation systems that have not operated recently. Currently there are a few acres of alfalfa. Other improvements include a small set of cattle working corrals and an older double wide mobile home.

This will make a good investment for development, farming, grazing or hunting with deer, elk and antelope in the area.

The information contained herein is as obtained by Scott Land Co., LLC – Dimmitt, Texas from the owner and other sources and even though this information is considered reliable, neither broker nor owner make any guarantee, warranty or representation as to correctness of any data or descriptions and the accuracy of such statements should be determined through independent investigation made by the prospective purchaser. This offer for sale is subject to prior sale, errors and omissions, change of price, terms or other conditions or withdrawal from sale in whole or in part, by seller without notice and at the sole discretion of seller. Readers are urged to form their own independent conclusions and evaluations in consultation with legal counsel, accountants, and/or investment advisors concerning any and all material contained herein.

### Ranch & Farm Real Estate

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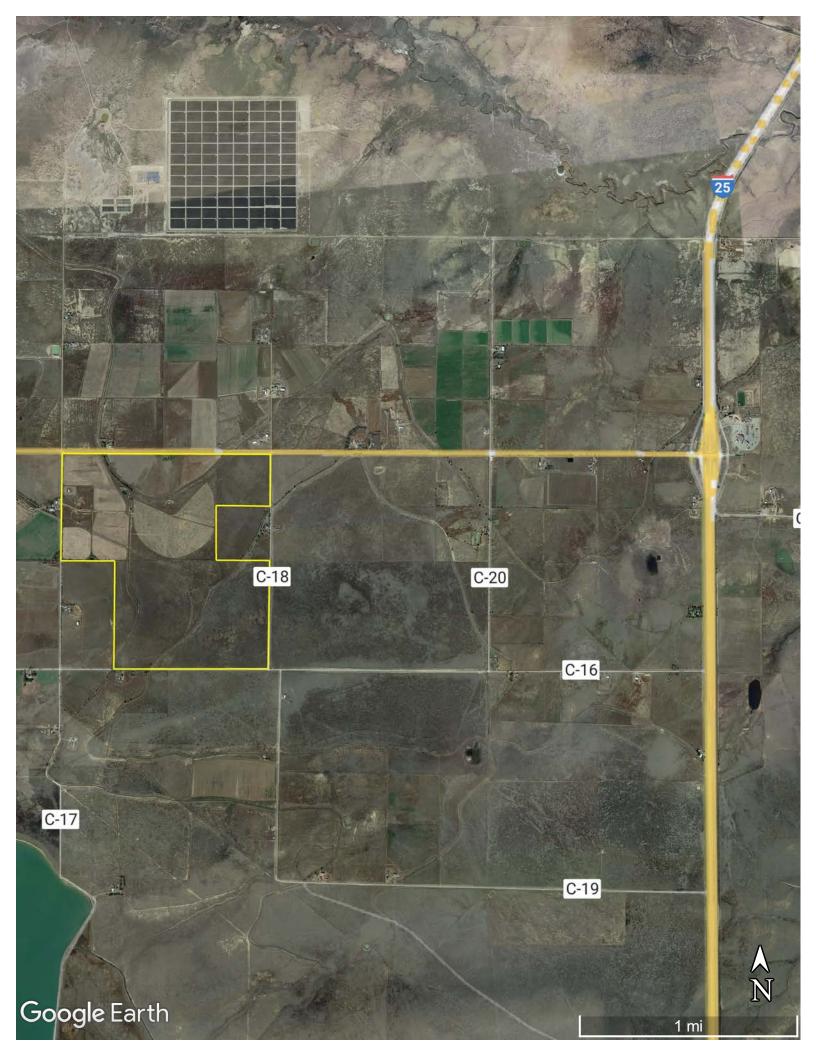






Ranch & Farm Real Estate









#### NEW MEXICO ASSOCIATION OF REALTORS® BROKER DUTIES - 2021 PART I – BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

SECTION A:

All Brokers in this transaction owe the following broker duties to ALL buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyers, sellers, landlords and tenants in the transaction:

- 1. Honesty and reasonable care and ethical and professional conduct;
- 2. 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;
- 3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
- 4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to;
  - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
  - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
  - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
- 5. Written disclosure of any adverse material facts actually known by the 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.

SECTION B:

In addition to the above duties, Broker(s) owes the following Broker Duties to the buyers, sellers, landlords and/or tenants in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.

- 1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction, including:
  - A. timely presentation of and response to all written offers or counteroffers; and
  - **B.** active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.

- 2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
- 3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
- 4. Prompt accounting for all money or property received by the broker;
- 5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
- 6. Written disclosure of brokerage relationship option available in New Mexico:
  - A. Exclusive agency: an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction:
  - B. Dual agency: an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
  - C. Transaction Broker: The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
- 7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
  - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
  - B. that the seller will agree to financing terms other than those offered;
  - C. the seller's motivation for selling/leasing; or
  - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
- 8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
  - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer,
  - **B.** the buyer's motivation for buying; or
  - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



#### NEW MEXICO ASSOCIATION OF REALTORS® **BROKER DUTIES - 2021**



PART II - OTHER REQUIRED DISCLOSURES
Broker shall update these and all other required disclosures as needed.

	my of the following apply, attach Broker Duties Supplemental Disclosure NMAR Form 2100 or other disclosure cument.
1.	Broker has a written brokerage relationship with any other party(ies) to the transaction.
2.	Broker(s) has any <b>CONFLICT OF INTEREST</b> (including any material interest or relationship of a business personal, or family nature in the transaction).
3.	Broker(s) knows of ADVERSE MATERIAL FACTS about the Property or Transaction.
4.	Broker(s) has a written agreement with a <b>TRANSACTION COORDINATOR</b> who will be providing services related to the transaction. <b>BROKER DUTIES:</b> TCs who have no interaction with the Broker's Customer or Client and/or other parties or brokers involved in the transaction, owe Broker Duties 1-5 in Section A on Cover Page I. TCs who work directly with the Broker's Customer or Client and/or other parties or brokers in the transaction, owe Broker Duties 1-5 of Section A and 5, 7 and 8 of Section B. TCs:
5.	PROPERTY MANAGEMENT ONLY. TO TENANT: If Broker is working as a residential property manager Broker is working as the agent of the owner of the Property. In the commercial property management context, broker is working with the owner of the Property in the following capacity:    AGENT   TRANSACTION BROKER   OTHER. If "OTHER", explain:
	APPLICABLE PARTY
	PARTY IS A SELLER BUYER LANDLORD (OWNER) TENANT
Nan	e Signature Date Time
Nan	e Signature Date Time
Broi	er Name Brokerage Name Office Phone



#### NEW MEXICO ASSOCIATION OF REALTORS® **BROKER DUTIES - 2021**



#### THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. BROKERS ARE NOT PARTIES TO THIS PURCHASE AGREEMENT.

#### **BUYER'S / TENANT'S BROKER(S)**

Buyer's / Tenant's Broker Name	Buyer's / Tenant'	s Broker's NMF	REC License	No.		
If different, Buyer's / Tenant's Broker's Qualifying Broker's Name	Buyer's / Tenant'	Buyer's / Tenant's Broker's Qualifying Broker's NMREC License N				
Scott Land Company, LLC Buyer's / Tenant's Brokerage Firm		806.647.4375 Office Phone		806.647.0950 Fax		
1301 Front St Buyer's / Tenant's Brokerage Address	Dimm. Cir		TX State	79027 Zip Code		
krystal.nelson@scottlandcompany.com Emsil Address	Cell Number	Broker	is i	s not a REALTOR®		
Buyer's / Tenant's Broker Name	Buyer's / Tenant'	s Broker's NMF	REC License	No.		
If different, Buyer's / Tenant's Broker's Qualifying Broker's Name	Buyer's / Tenant'	Buyer's / Tenant's Broker's Qualifying Broker's NMREC License N				
Buyer's / Tenant's Brokerage Firm	O	Mice Phone	<del></del>	Fax		
Buyer's / Tenant's Brokerage Address	Cit	y	State	Zip Code		
•		*				
Email Address	Cell Number  LORD'S (OWNER) BROI  Seller's / Landlord'			is not a REALTOR®		
Email Address SELLER'S / LANDI	LORD'S (OWNER) BROI	<b>SER</b>	REC License )	No.		
Email Address  SELLER'S / LANDI  Seller's / Landlord's Broker Name	Seller's / Landlord' Seller's / Landlord'	<b>SER</b>	REC License )	No.		
SELLER'S / LANDI  Seller's / Landlord's Broker Name  If different, Seller's / Landlord's Broker's Qualifying Broker's Name	Seller's / Landlord' Seller's / Landlord'	S Broker's NMF s Broker's Qual-	REC License )	No. 's NMREC License N		
SELLER'S / LANDI  Seller's / Landlord's Broker Name  If different, Seller's / Landlord's Broker's Qualifying Broker's Name  Seller's / Landlord's Brokerage Firm  Seller's / Landlord's Brokerage Address	Seller's / Landlord'  Seller's / Landlord'	S Broker's NMF s Broker's Qual-	REC License lifying Broker	No. 's NMREC License N Fax		
SELLER'S / LANDI  Seller's / Landlord's Broker Name  If different, Seller's / Landlord's Broker's Qualifying Broker's Name  Seller's / Landlord's Brokerage Firm  Seller's / Landlord's Brokerage Address  Email Address	Seller's / Landlord' Seller's / Landlord'  Cit	S Broker's NMF s Broker's Qual- office Phone y Broker	REC License lifying Broker State	No. 's NMREC License N Fax Zip Code is not a REALTOR®		
SELLER'S / LANDI  Seller's / Landlord's Broker Name  If different, Seller's / Landlord's Broker's Qualifying Broker's Name  Seller's / Landlord's Brokerage Firm	Seller's / Landlord'  Seller's / Landlord'  Cit  Cell Number	s Broker's NMF s Broker's Qual- office Phone y Broker s Broker's NMF	REC License   State	No.  's NMREC License N  Fax  Zip Code  is not a REALTOR®		
SELLER'S / LANDI  Seller's / Landlord's Broker Name  If different, Seller's / Landlord's Broker's Qualifying Broker's Name  Seller's / Landlord's Brokerage Firm  Seller's / Landlord's Brokerage Address  Email Address  Seller's / Landlord's Broker Name	Seller's / Landlord'  Seller's / Landlord'  Cit  Cell Number  Seller's / Landlord'  Seller's / Landlord'	s Broker's NMF s Broker's Qual- office Phone y Broker s Broker's NMF	REC License   State	No.  's NMREC License N  Fax  Zip Code  is not a REALTOR®		
SELLER'S / LANDI  Seller's / Landlord's Broker Name  If different, Seller's / Landlord's Broker's Qualifying Broker's Name  Seller's / Landlord's Brokerage Firm  Seller's / Landlord's Brokerage Address  Email Address  Seller's / Landlord's Broker Name  If different, Seller's / Landlord's Broker Name	Seller's / Landlord'  Seller's / Landlord'  Cit  Cell Number  Seller's / Landlord'  Seller's / Landlord'	s Broker's NMF s Broker's Qual- Office Phone  y Broker s Broker's NMF s Broker's Qual-	REC License   State	No.  's NMREC License N  Fax  Zip Code  is not a REALTOR®  No.		