STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 20-OCT-213R

A RESOLUTION APPROVING A DONATION CONTRACT BETWEEN LEA COUNTY AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR PROJECT NUMBER 2101381 PARCEL 5-TCP-3
AS PART OF THE DOWNTOWN LOVINGTON MAIN STREET RENOVATIONS

WHEREAS, Lea County has been established as legal and rightful owner of Parcel 5-TCP-3; and

WHEREAS, Parcel 5-TCP-3 is dedicated to the Downtown Lovington Construction, Phase 1 of the New Mexico Department of Transportation's (NMDOT) Project 2101381; and

WHEREAS, the New Mexico Department of Transportation requires permission of Lea County to begin construction of said project, Lea County needs to enter into a Donation Contract with NMDOT, granting ownership to NMDOT until project is completed. At time of completion, Parcel 5-TCP-3 will revert back to Lea County ownership.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the Donation Contract between Lea County and New Mexico Department of Transportation is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 8th day of October, 2020, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair

Voted: Yes No Abstain

Gary G. Eidson (District 3), Member

Voted: (Yes) No Abstain

Richard Don Jones (District 5), Member

Voted: Yes No Abstain

Jonathan Sena (District 4), Member

Dean Jackson (District 1), Vice Chair

No/ Abstain

Voted: (Yes) No Abstain

Voted: Yes

ATTEST:

Keith Manes

Lea County Clerk

By: Hollye Shearer, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John W. Caldwell, County Attorney

New Mexico Department of Transportation

DONATION CONTRACT

Project: 2101381

Control #: 2101381

District: Two

Termini: Downtown Lovington Construction Phase I:US 8

from S. 1st Street to W. Van Buren Avenue milepost 171.3 to 172.2 (.9 mile) NM 18 from W. Avenue F to NM 83 milepost 72 to 72.2 (.2 mile) NM 83 from US 82 to S. East Street

milepost 0 to .5 (.5 mile).

County: Lea

Parcel: 5-TCP-3

THIS AGREEMENT made and entered into this _____ day of ____

between LEA COUNTY NEW MEXICO

whose address is 100 N Main St STE 4, Lovington NM 88260

Party of the First Part, and the New Mexico Department of Transportation, hereinafter referred to as the Department. For the purposes of this contract, Party shall be deemed to be either singular or plural as the context requires.

WITNESSETH: For good and valuable consideration, receipt of which is hereby acknowledged, the Party of the First Part hereby delivers to the Department, one Temporary Construction Permit to real estate for highway purposes situated in Otero County, State of New Mexico, and subject to the following terms and conditions:

CONDITIONS:

It is mutually agreed that for valuable consideration herein acknowledged, Parcel 5-TCP-3

shall be granted to the New Mexico Department of Transportation.

This transaction is recognized to be of mutual benefit to both the first party and the Department. It is mutually agreed that the right to just compensation is hereby waived.

- 1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the Party of the First Part.
- 2. Party of the First Part will be responsible for the payment of all property taxes for the parcel of property heretofore described to the date of closing of this transaction. The Department will reimburse the Party of the First Part for all property taxes paid by said Party of the First Part after the date of closing for the parcel of property heretofore described.
- 3. THIS CONTRACT embodies the whole Agreement between the parties hereto, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
- 4. The Party of the First Part hereby agrees that the compensation herein provided to be paid includes full compensation for their interests, and the interests of their life tenants, remaindermen, reversioners,



lienors and lessees, and any and all oother legal and equitable interests which are or may be outstanding, and said Party of the First Part agrees to discharge the same.

- 5. THIS CONTRACT shall be binding upon the parties hereto and upon the respective heirs, devises, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the State Highway Engineer or his authorized representative.
- 6. The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above. It is further understood and agreed that, except as noted or specified above, **IMMEDIATE POSSESSION** of said premises, and the right to enter thereon, is **HEREBY GRANTED** to the Department, its duly authorized Agents and Contractors, upon receipt of payment by First Party.
- 7. The terms and conditions of this contract have been fully explained and are understood by the undersigned, and payment is to be made in accordance with the above conditions.
- 8. The consideration as set forth in the contract shall constitute full payment for the premises and all damages, of whatever nature, arising out of or by reason of the use of said premises for highway purposes.
- 9. Terms and conditions contained on the reverse side of this contract are part of this contract as fully as if written on this side.
- 10. Party of the first part will hold the Department of Transportation harmless for any and all claims, demands or causes of action arising out of or as a result of the transactions as described herein.

THE DEPARTMENT agrees to purchase the above described real estate, or interest therein, and to pay upon delivery of a good and sufficient conveyance therefore, as follows:

Sq. Ft.	Unit Value	% Fee	Land	Improvements	Net Damages	Total
359	\$0.00		\$0.00			0.00

0.00	ompensation \$	Total Co			
0.0		10141 00			

By:	_	100
Right of Way Negotiator – Jennifer Cortez	Date	
Approved By:	_	_
Angela Sandoval		
Right of Way Acquisition Supervisor	Date	See Company
	Le	a Co
Party of the First Part: LEA COUNTY NEW MEXICO		4
	0	
By: lebocce Kons/	Date: 10/8/2020	0
Rebecca Long 0	C.	0 2020

NEW MEXICO DEPARTMENT OF TRANSPORTATION DONATION OF REAL PROPERTY

Project: 2101381

Control #: 2101381

Termini: Downtown Lovington Construction Phase I:US 82 from S.

District: Two

1st Street to W. Van Buren Avenue milepost 171.3 to 172.2 (.9 mile) NM 18 from W. Avenue F to NM 83 milepost 72 to

72.2 (.2 mile) NM 83 from US 82 to S. East Street milepost 0

to .5 (.5 mile)

Parcel(s): 5-TCP-3

County: Lea

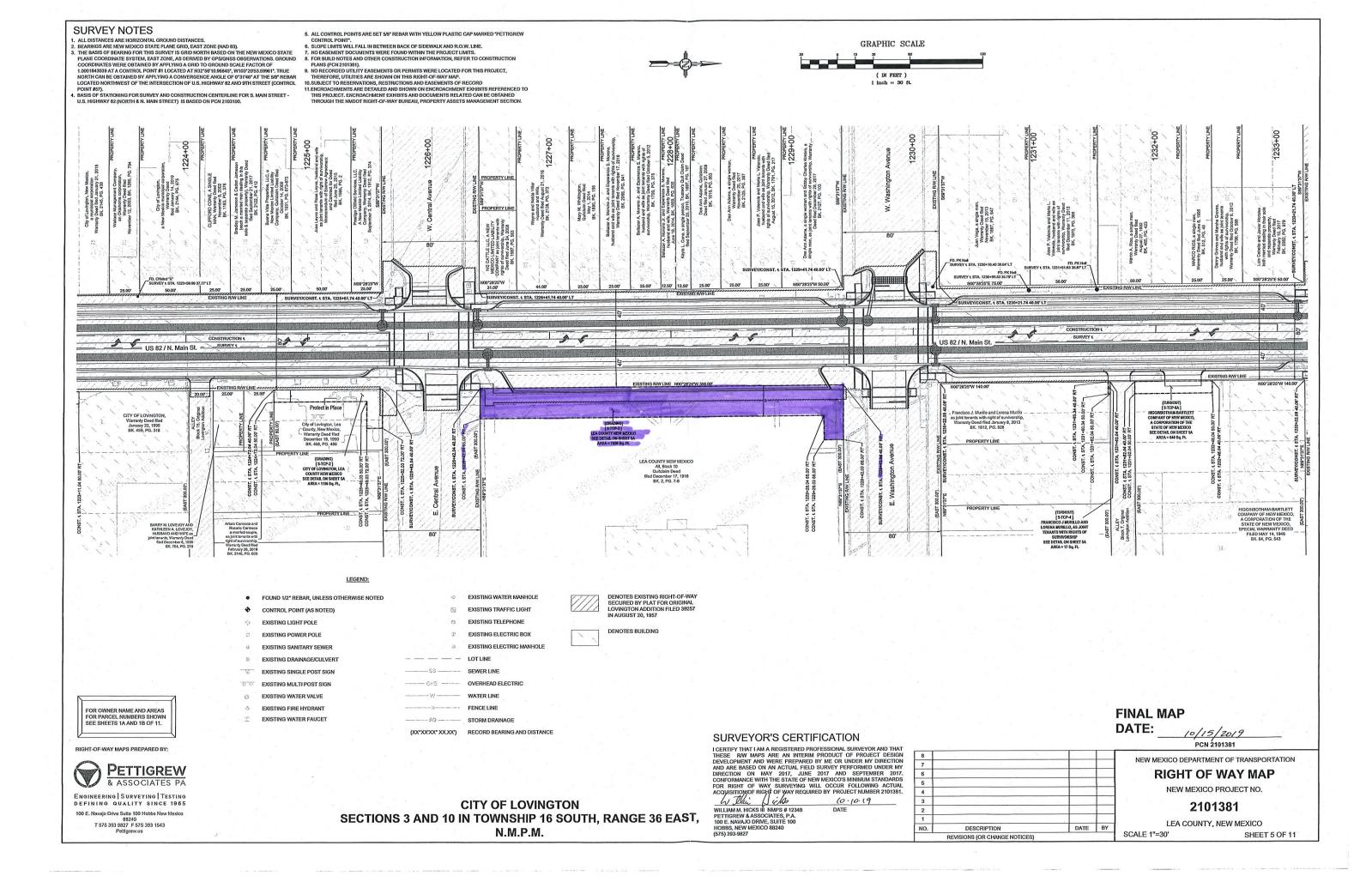
TO: New Mexico Department of Transportation

FROM: LEA COUNTY NEW MEXICO

ADDRESS: 100 N Main St STE 4, Lovington NM 88260

I have been informed by Jennifer Cortez, Acquisition Agent for the New Mexico Department of Transportation that it is my right to receive just compensation and or an appraisal for the acquisition of right of way required from my property on the project and parcel(s) listed above. However, it is my desire to donate to the New Mexico Department of Transportation the necessary right of way for this project. I do donate this right of way of my own free will.

LEA COUNTY NEW MEXICO
By: Older day
Title: Chair, Lea County Board of County Date: 10/8/2020 07 11/1
CORPORATE ACKNOWLEDGMENT
STATE OF)
COUNTY OF LAS)SS
On this A day of A, 2020 before me, a Notary Public in and for said County and State, personally appeared La COUNTY NEW MEXICO, and who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.
Witness my hand and official seal, Notary Public
Myodamission expires DG 124 2023



SURVEY NOTES

- SURVEY NOTES

 1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.

 2. BEARINGS ARE NEW MEXICO STATE PLANE GRID, EAST ZONE (NAD 83).

 3. THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH BASED ON THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, EAST ZONE, AS DERIVED BY OF PSCANSS OBSERVATIONS. GROUND COORDINATES WERE OBTAINED BY APPLYING A GRID TO GROUND SCALE FACTOR OF 1.0001843399 AT A CONTROL POINT #1 LOCATED AT N32*56*10.96845*, W103*2353.9961*. TRUE NORTH CAN BE OBTAINED BY APPLYING A CONVERGENCE ANGLE OF 0*3*146* AT THE 50* REBAR LOCATED NORTHYMEST OF THE INTERSECTION OF U.S. HIGHWAY & 2 AND 9TH STREET (CONTROL POINT #50*).
- POINT #57).

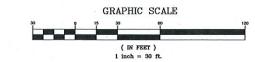
 BASIS OF STATIONING FOR SURVEY AND CONSTRUCTION CENTERLINE FOR S. MAIN STREETU.S. HIGHWAY 82 (NORTH & N. MAIN STREET) IS BASED ON PCN 2103100.

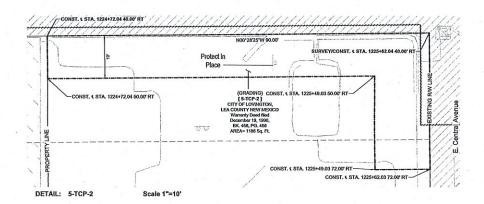
- ALL CONTROL POINTS ARE SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PETTIGREW CONTROL POINT".
 6. SLOPE LIMITS WILL FALL IN BETWEEN BACK OF SIDEWALK AND R.O.W. LINE.
 7. NO EASTERNET DOCUMENTS WERE FOUND WITHIN THE PROJECT LIMITS.
 8. FOR BUILD NOTES AND OTHER CONSTRUCTION INFORMATION, REFER TO CONSTRUCTION PLANS (P.O.) 2013/24.
- PLANS (PCN 2101381).

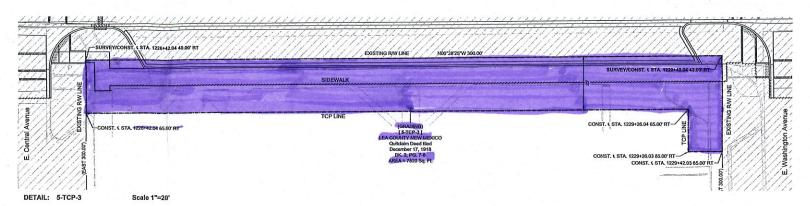
- PLANS (PCN 2101381).

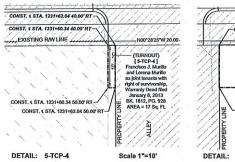
 9. NO RECORDED UTILITY EASEMENTS OR PERMITS WERE LOCATED FOR THIS PROJECT,
 THEREFORE, UTILITIES ARE SHOWN ON THIS RIGHT-OF-WAY MAP,
 10. SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD
 11.ENCROACHMENTS ARE DETAILED AND SHOWN ON ENCROACHMENT EXHIBITS REFERENCED TO
 THIS PROJECT. ENCROACHMENT EXHIBITS AND DOCUMENTS RELATED CAN BE OSTANDED
 THROUGH THE NIMOOT RIGHT-OF-WAY BUREAU, PROPERTY ASSETS MANAGEMENT SECTION.

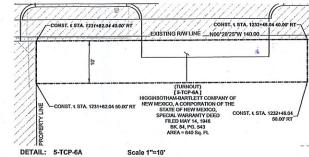












LEGEND:

•	FOUND 1/2* REBAR, UNLESS OTHERWISE NOTED	. с	EXISTING WATER MANHOLE
Ф	CONTROL POINT (AS NOTED)	. 🗵	EXISTING TRAFFIC LIGHT
7.4.5	EXISTING LIGHT POLE	Б	EXISTING TELEPHONE
Ω	EXISTING POWER POLE	3	EXISTING ELECTRIC BOX
8	EXISTING SANITARY SEWER	- 0	EXISTING ELECTRIC MANHOLE
25	EXISTING DRAINAGE/CULVERT		LOT LINE
(E)	EXISTING SINGLE POST SIGN	88	SEWER LINE
80	EXISTING MULTI POST SIGN	OHE	OVERHEAD ELECTRIC
9	EXISTING WATER VALVE	V/	WATER LINE
٥	EXISTING FIRE HYDRANT	·	FENCE LINE
		SD	STORM DRAINAGE



DENOTES EXISTING RIGHT-OF-WAY SECURED BY PLAT FOR ORIGINAL LOVINGTON ADDITION FILED 39257 IN AUGUST 20, 1957



DENOTES BUILDING

FOR OWNER NAME AND AREAS FOR PARCEL NUMBERS SHOWN SEE SHEETS 1A AND 1B OF 11.

RIGHT-OF-WAY MAPS PREPARED BY:



ENGINEERING | SURVEYING | TESTING DEFINING QUALITY SINCE 1965 100 E. Navajo Drive Suite 100 Hobbs New Mexico 88240 T 575 393 9827 F 575 393 1543 Pettigrew.us

CITY OF LOVINGTON SECTIONS 3 AND 10 IN TOWNSHIP 16 SOUTH, RANGE 36 EAST, N.M.P.M.

SURVEYOR'S CERTIFICATION

SURVEYOR'S CERTIFICATION

I CERTIFY THAT JAM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE RW MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION ON MAY 2017, JUNE 2017 AND SEPTEMBER 2017. CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT OF WAY SURVEYING WILL, OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT OF WAY REQUIRED BY PROJECT NUMBER 2101381.

WILLIAM M. HICKS III NIPPS # 12348

PETTIGREW & ASSOCIATES, P.A. 100 E. NAVAJO DRIVE, SUITE 100 HOBBS, NEW MEXICO 88240 (576) 393-8827

DESCRIPTION DATE BY REVISIONS (OR CHANGE NOTICES)

FINAL MAP

10/15/2019 PCN 2101381

NEW MEXICO DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

NEW MEXICO PROJECT NO.

2101381

LEA COUNTY, NEW MEXICO

SCALE AS NOTED SHEET 5A OF 11