

**GIFT AGREEMENT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO  
AND HUNING LLLP**

---

This Gift Agreement (“Agreement”) sets forth the understanding between Huning LLLP (the “Donor”) and The Regents of the University of New Mexico (the “University”) with respect to the Donor’s offer and the University’s acceptance of a gift of real property (the “Land”).

1. Upon acceptance by the UNM Board of Regents and required approvals by other governing entities, Donor hereby donates, transfers and assigns to the University, and the University hereby accepts, an irrevocable gift of the Land for the purpose of supporting the ongoing efforts of the UNM Valencia Branch Community College to provide educational services to the community of Los Lunas and Valencia County through the construction of a Workforce Training Center. The donation will be established with an initial gift of approximately nine (9) acres, as described in the legal description, plat and survey set forth in Attachment A.
2. The University intends to construct the Workforce Training Center on the Land as soon as practicable. Accordingly, the University will use its best efforts to secure funding for construction, and to obtain all local and state government approvals necessary to construct the Workforce Training Center, including but not limited to approvals from Valencia County and the State of New Mexico’s Higher Education Department and State Board of Finance. If the purpose for which the gift has been instituted becomes impossible to perform or impractical to the extent that the University is unable to use the Land under the existing terms of this Agreement, if the University is unable to obtain funding or the required approvals, or if the University President concludes that carrying out the purpose of the gift would subject the University to an unacceptable risk of legal exposure, the University shall consult with the Donor to modify the use or purpose of the gift. If the Donor is not available, the University’s President may recommend to the University’s Board of Regents for approval an alternative purpose for the gift as close to and consistent with the Donor’s original intent as they can at that time devise.
3. The naming rights provided under this Agreement need to be approved by the University’s Board of Regents under Regents’ Policy 2.11, “Naming University Facilities, Spaces, Endowments and Programs” and University Business Policy 1020, “Honorary Naming Recognition” and will be administered in accordance with these policies. In recognition of Donor’s generosity and the importance of this gift to the community, upon submission of the donation to the Regents, it will be proposed that the Workforce Training Center shall be named “The Huning Center for Workforce Excellence”.
4. The Donor has offered to donate an additional gift of approximately nine (9) additional acres of real property adjacent to the Land, if the parties determine that expansion of the Workforce Training Center will be possible on or before the five-year anniversary of the date of this Agreement’s execution. If it appears that expansion is probable, but a defined date to begin construction on any expansion cannot be determined by the five-year anniversary of this Agreement, the parties may agree to an extension of time to complete this additional gift.
5. Unless instructed otherwise by the Donor or prohibited by law, the University may announce in any of its publications the donation, the Donor’s name, description of the gift, and

other pertinent details of the gift. The parties acknowledge that under New Mexico law, documents related to the gift, including but not limited to this Agreement, may be considered public records.

6. The University will respond to reasonable requests for information made by the Donor, the Donor's immediate family, or other individuals identified in writing by the Donor, about the activities and programs supported by the gift.

7. In the event the Donor seeks a charitable tax deduction for this gift, Donor agrees that it shall be solely responsible for obtaining all required documentation, including but not limited to an appraisal of the Land, and for filing all required forms with the Internal Revenue Service and/or the New Mexico Department of Taxation and Revenue. The University will provide Donor with requested information necessary for Donor's completion of any federal or state tax forms; however, the University provides no representations or advice regard whether or the extent to which this gift may be tax deductible. The Donor is advised to consult its own legal and tax advisors.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their representatives and their lawful successors. As a result, this gift cannot be drawn back by Donor or into Donor's estate, and cannot be undone or changed by Donor's heirs, beneficiaries, creditors or the personal representative of Donor's estate, even if the gift cannot be used by the University as intended.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

10. The terms and conditions of this Agreement may only be amended, modified, or altered by a written instrument signed by the Donor and the University.

**DONOR**

Huning Limited Liability Limited Partnership

Nancy Schmierbach  
Nancy Schmierbach, General Partner

Date: 2-6-2020

Louis F. Huning  
Louis F. Huning, General Partner

Date: 2-6-2020

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO**

Teresa Constantinidis  
Teresa Constantinidis, Sr Vice President for Finance  
And Administration

Date: 1/31/2020

**ALPHA PRO SURVEYING, LLC**  
 1500 SOUTH MAIN STREET  
 SUITE 200  
 DENVER, CO 80202  
 (303) 733-1234

**Subdivision Plat of**  
**Tract 1-4-1-14-A & Tract 1-4-1-14-B**  
**LANDS OF HUNTING LIMITED PARTNERSHIP,**  
 within the San Clemente Grant,  
 proposed Section 30, Township 7 North, Range 2 East, N.M.P.M.,  
 Village of Los Lunas, Valencia County, New Mexico  
 August 2019

**RECORDING INFORMATION**  
 THIS INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, UNDER THE FOLLOWING CONDITIONS:  
 1. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, WITHIN THE NEXT BUSINESS DAY OF THE DATE OF THE INSTRUMENT'S EXECUTION.  
 2. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE ORDER OF THE INSTRUMENT'S EXECUTION.  
 3. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE NAME OF THE INSTRUMENT'S EXECUTION.  
 4. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE AMOUNT OF THE INSTRUMENT'S EXECUTION.  
 5. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE MANNER OF THE INSTRUMENT'S EXECUTION.  
 6. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE FORM OF THE INSTRUMENT'S EXECUTION.  
 7. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE LANGUAGE OF THE INSTRUMENT'S EXECUTION.  
 8. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE CURRENCY OF THE INSTRUMENT'S EXECUTION.  
 9. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE DATE OF THE INSTRUMENT'S EXECUTION.  
 10. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE TIME OF THE INSTRUMENT'S EXECUTION.  
 11. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE PLACE OF THE INSTRUMENT'S EXECUTION.  
 12. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE MANNER OF THE INSTRUMENT'S EXECUTION.  
 13. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE FORM OF THE INSTRUMENT'S EXECUTION.  
 14. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE LANGUAGE OF THE INSTRUMENT'S EXECUTION.  
 15. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE CURRENCY OF THE INSTRUMENT'S EXECUTION.  
 16. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE DATE OF THE INSTRUMENT'S EXECUTION.  
 17. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE TIME OF THE INSTRUMENT'S EXECUTION.  
 18. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE PLACE OF THE INSTRUMENT'S EXECUTION.  
 19. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE MANNER OF THE INSTRUMENT'S EXECUTION.  
 20. THE INSTRUMENT IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF VALENCIA, NEW MEXICO, AND THE COUNTY OF SAGUAY, NEW MEXICO, IN THE FORM OF THE INSTRUMENT'S EXECUTION.

**PREPARED BY:** ALPHAS PRO SURVEYING, LLC  
**DATE:** 8/16/19

**REVISIONS:**  
 1. 8/16/19: Initial Survey and Plat Preparation  
 2. 8/16/19: Final Plat Preparation and Recording

**WITNESSES:**  
 I, \_\_\_\_\_, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original instrument as recorded in the Public Records of the County of Valencia, New Mexico, on this \_\_\_\_\_ day of August, 2019.

**NOTARY PUBLIC:**  
 I, \_\_\_\_\_, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original instrument as recorded in the Public Records of the County of Valencia, New Mexico, on this \_\_\_\_\_ day of August, 2019.

**ALPHAS PRO SURVEYING, LLC**  
 1500 SOUTH MAIN STREET  
 SUITE 200  
 DENVER, CO 80202  
 (303) 733-1234

Attachment A