

**Prepared By:**

Name: University of New Mexico c/o Real  
Estate Department  
Address: 2811 Campus Blvd., NE, MSC06-3595,  
Albuquerque, New Mexico 87131-0001

**After Recording Return To:**

Name: University of New Mexico c/o Real  
Estate Department  
Address: 2811 Campus Blvd., NE, MSC06-3595,  
Albuquerque, New Mexico 87131-0001

*Space above this line for recorder's use only*

## **WARRANTY DEED**

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

KNOW ALL MEN BY THESE PRESENTS, in consideration of the mutual covenants set forth in the Gift Agreement dated August 9, 2022, CAMP FIRE USA NEW MEXICO COUNCIL, a New Mexico non-Profit corporation (hereinafter known as the "Grantor") hereby grants, warrants, and conveys to the Regents of the University of New Mexico, a body corporate of the State of New Mexico, who address is c/o University of New Mexico, Real Estate Department, 2811 Campus Blvd., NE, MSC06-3595, Albuquerque, New Mexico 87131-0001 (hereinafter known as the "Grantee") the real estate described in Exhibit A, attached hereto and incorporated herein by reference.

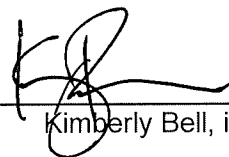
TOGETHER WITH all the rights, members, and appurtenances to the real estate in anywise appertaining or belonging thereto.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, their heirs and assigns forever.

And said Grantor, for said Grantor, its successors, executors, and administrators, covenants with Grantee, and with its successors and assigns, that Grantor is lawfully seized in fee simple of the said real estate; that said real estate is free and clear from all Liens and Encumbrances, except as herein set forth, and except for taxes due for the current (2023) and subsequent years, and except for any exceptions described in Exhibit B attached hereto and incorporated herein by reference; and that Grantor will, and their heirs, executors, and administrators shall warrant and defend the same to said Grantee, and their heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has executed and delivered this Warranty Deed under seal as of the day and year first above written.

CAMP FIRE USA NEW MEXICO COUNCIL, a  
New Mexico non-Profit corporation,

By:  \_\_\_\_\_  
Kimberly Bell, its President

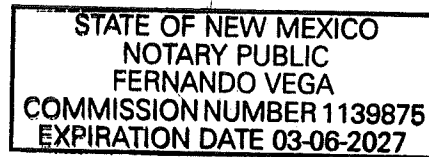
STATE OF NEW MEXICO                    )  
  )  
COUNTY OF BERNALILLO            )        SS:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kimberly Bell, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she they executed the same in the capacity indicated, voluntarily on the day the same bears date.

Given under my hand this JUNE, 1st, 2023 (mm/dd/yyyy).

 \_\_\_\_\_  
Notary Public Signature

My Commission Expires: 3-6-2027





# Exhibit B

## Title Commitment Exceptions

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. SP000139413

### SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Community property, survivorship or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2022, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. Restrictions filed in Book D937, page 376 in records of Bernalillo County, New Mexico, but omitting any restriction based on race, color, religion or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604.
10. Utility easement reserved along the Northerly Seven (7') feet of the insured premises, as shown on the recorded plat.
11. Easements to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company, across the insured premises, as set forth in instrument filed March 20, 1970, in Book MS168, page 401, as Document Number 70798, records of Bernalillo County, New Mexico.
12. Easements to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company, across the insured premises, as set forth in instrument filed January 6, 1984, in Book MS78A, page 913, as Document Number 84 1261, records of Bernalillo County, New Mexico.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II  
EXCEPTIONS**

(continued)

13. Agreement by and between Surgical Associates, P., Profit Sharing Plan and Trust and 1613 University Investment Associates, dated October 31, 1988, filed May 14, 1992, in Book BCR92-11, page 5266, as Document No. 09245819, records of Bernalillo County, New Mexico. The interest of 1613 University Investment Associates, a New Mexico general partnership, having been assigned to Camp Fire Boys and Girls New Mexico Council, a New Mexico Nonprofit Corporation by Assignment of Agreement dated August 2, 1996, filed August 6, 1996, as Document No. 96087293, records of Bernalillo County, New Mexico.
14. Terms and conditions of that certain unrecorded lease as evidenced by that certain Memorandum of Lease Agreement between 1613 University Investment Associates, a New Mexico General Partnership and Metro Mobile CTS of Albuquerque, Inc., a New Mexico corporation, d/b/a Bell Atlantic Mobile, dated October 25, 1994, filed June 1, 1995, in Book 95-13, page 2702, as Document No. 95054245; Assignment by and between Metro Mobile CTS of Albuquerque, Inc., and Cellico Partnership, dated July 1, 1995, filed February 27, 1996, in Book 96-5, page 9843, as Document No. 96022363, records of Bernalillo County, New Mexico. Memorandum of Assignment by and between Southwest Wireless L.P., a Delaware limited partnership, successor-in-interest to Metro Mobile CTS of Albuquerque, Inc, (Assignor) and Crown Atlantic Company, LLC, a Delaware limited liability company (Assignee), recorded August 4, 1999 in Book 99-11, page 1413 as document number 1999101710, records of Bernalillo County, New Mexico. Memorandum of First Amendment to Land Lease Agreement dated March 23, 2011 by and between Camp Fire USA New Mexico Council, a New Mexico non-profit corporation, f/k/a Camp Fire Boys and Girls New Mexico Council, as Lessor, and Crown Atlantic Company LLC, a Delaware limited liability company, as Lessee, recorded April 7, 2011 as document number 2011033805, records of Bernalillo County, New Mexico. Lessor's interest having been assigned to Camp Fire Boys and Girls New Mexico Council, a New Mexico Nonprofit corporation by Assignment of Land Lease Agreement and Memorandum of Lease Agreement dated August 5, 1996, filed August 6, 1996, as Document No. 96087292, records of Bernalillo County, New Mexico.
15. Easement for Underground Facilities from Camp Fire Boys and Girls New Mexico Council, a New Mexico non-profit corporation, as Grantor and Crown Atlantic Company LLC, a Delaware limited liability company, as Grantee recorded March 17, 2014 as document number 2014021242, records of Bernalillo County, New Mexico.
16. Any possible assessments for paving or sewer and water extensions which are or might be a lien by law, but have not yet been recorded.

In compliance with Subsection D of 13.14.18.10 NMAC, the Company hereby waives its right to demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and the insured.

NOTE: For informational purposes only, the tax parcel identification number for this land is 101505832449110311

NOTE: For informational purposes only, the street address for this land is 1613 University Blvd NE Albuquerque, NM 87102

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**END OF SCHEDULE B, PART II**

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

