

**GIFT AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
AND CAMP FIRE USA NEW MEXICO COUNCIL**

This Gift Agreement (“Agreement”) sets forth the understanding between Camp Fire USA New Mexico, a New Mexico nonprofit corporation (the “Donor”) and The Regents of the University of New Mexico, a body corporate of the State of New Mexico (the “University”) with respect to the Donor’s offer and the University’s acceptance of a gift of real property (the “Property”).

1. Upon acceptance by the University of New Mexico (“UNM”) Board of Regents, the New Mexico Higher Education Department, and the New Mexico State Board of Finance, Donor hereby donates, transfers and assigns to the University, and the University hereby accepts, an irrevocable gift of the Property for the purpose of supporting the ongoing efforts by the UNM Health Sciences Center to create day care facility to support healthcare employees of the University. It is the intention of the University to redevelop the Property for use as a daycare facility. The donation will be established with a gift of a 9,700-square-foot building situated on 1.8939 acres located at 1613 University Boulevard NE, in Albuquerque, New Mexico.

2. The University intends to redevelop the Property with a daycare facility as soon as practical. Accordingly, the University will use its best efforts to secure funding for renovation, and to obtain all local and state government approvals necessary to complete the renovation, including but not limited to approvals from the UNM Board of Regents, 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 Property 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 be permitted to modify the use or purpose of the gift for other University purposes in support of the University’s academic and healthcare initiatives.

3. 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.

4. The University will respond to reasonable requests for information made by the Donor about the activities and programs supported by the gift.

5. Upon execution of this Agreement, the University will cause to be conducted a Phase I environmental survey of the Property, appraisal, title commitment, survey, and building condition assessment. Once due diligence is complete, all approvals have been obtained, Donor will deliver to the University a Warranty Deed transferring ownership of the Property to the University. Upon receipt of the deed, the University will issue to Donor a written acknowledgement of the gift.

6. 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 Property, 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.

7. 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 and cannot be undone or changed by Donor's successors, beneficiaries, creditors or other related entities, even if the gift cannot be used by the University as intended.

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

9. 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.

10. Neither Camp Fire USA New Mexico Council nor its Board of Directors makes any representations or warranties about the condition of the Property and that as a condition of accepting the Gift, the University understands, acknowledges and agrees that the Property is being donated "as is".

11. The University acknowledges that one or more cell tower lease(s) may encumber(s) the Property and agrees to transfer any existing leases to the University in place of Campfire USA New Mexico within thirty (30) calendar days of receiving an executed Warranty Deed from Donor.

DONOR

Camp Fire USA New Mexico Council

Kimberly Bell, Board President

Kimberly Bell, Board President (Aug 9, 2022 13:11 MDT)

Date: _____

Date: _____

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

Teresa A. Constantinidis

**Teresa Constantinidis, Sr Vice President for Finance
And Administration, for UNM Board of Regents**

Date: _____