

ATC - 6217000146  
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## ASSIGNMENT OF GROUND LEASE

This Assignment of Ground Lease ("Assignment") is dated for reference purposes as of April \_\_\_\_, 2006, by and between William H. Huber and Sarah D. Huber, husband and wife (collectively "Huber"), and The Regents of the University of New Mexico, a body corporate of the State of New Mexico ("University").

### RECITALS

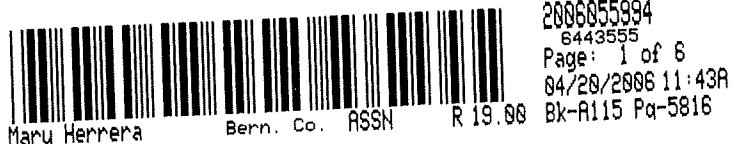
1. Huber (as Seller) and the University (as Purchaser) have entered into that certain Purchase Agreement - Residential Resale ("Agreement") dated as of January 17, 2006, for the conveyance, from Huber to the University, of Huber's interests in certain real property in Bernalillo County, New Mexico, as more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property").

2. Huber has a ground lease on the Property pursuant to that certain Lease dated February 1, 1955, and recorded on March 4, 1955, in Book D307, beginning at Page 463, in the real property records of the County Clerk of Bernalillo County, New Mexico with The Regents of the University of New Mexico, as Lessor and Sarah D. Huber and William H. Huber, as Lessee.

3. The Agreement obligates Huber to assign to the University all of Huber's right, title and interest, as tenant, in and to the Lease.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions contained herein, Huber and the University agree as follows:

1. Assignment. Huber grants, assigns, sets over and transfers to the University all of Huber's right, title and interest as tenant or lessee in, under and/or



pursuant to the Lease and all other rights, benefits and privileges of Huber appurtenant to the Lease and/or the Property. Huber makes this Assignment without warranties, except as provided in the Agreement.

2. Acceptance of Assignment. The University hereby accepts this Assignment and expressly acknowledges and agrees Huber has no responsibility pursuant to the Lease for matters first arising after the date of this Assignment.

3. Further Assurances. The parties shall promptly execute and deliver any additional documents which are reasonably necessary to evidence or better effect this Assignment.

4. Counterparts. This Assignment may be executed in counterparts by each party, each of which when delivered shall be deemed an original and all of which taken together shall constitute one instrument.

5. Governing Law. This Assignment shall be deemed to be an agreement made under the law of the State of New Mexico and shall be governed by and construed in accordance with such law.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of each of the parties and its successors and assigns.

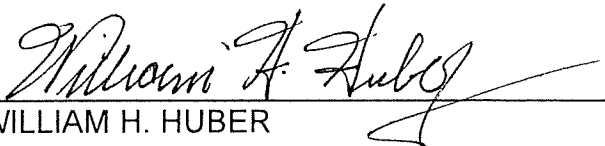
7. No Merger. It is the intention of Huber and the University that no merger or termination of any interests occur. It is the intention that the lessor's interest pursuant to the Lease not merge with the lessee's interest pursuant to the Lease. It is also the intention that none of the following interests merge with the fee interests in the Property:

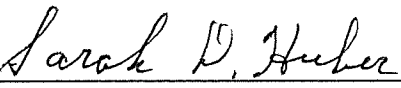
- A. The lessor's interest pursuant to the Lease;
- B. The lessee's interest pursuant to the Lease; and/or

C. Both the lessor's interest pursuant to the Lease and the lessee's interest pursuant to the Lease.

No merger shall occur notwithstanding the fact that the same person or entity shall own or hold both of the leasehold estates created by the Lease and the fee estate in the Property. No such merger or termination shall occur unless and until the University executes and records a written instrument effecting such merger or termination.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their respective duly authorized representatives, as of the date first above written.

  
WILLIAM H. HUBER

  
SARAH D. HUBER

  
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ACKNOWLEDGMENTS

COUNTY OF BERNALILLO )  
 ) ss  
STATE OF NEW MEXICO )

This instrument was acknowledged before me on April 17 2006, by William H. Huber.

*Bertha E Baca*

Notary Public  
My Commission Expires: \_\_\_\_\_

(Seal)



OFFICIAL SEAL  
BERTHA E. BACA  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: 7/22/09

COUNTY OF BERNALILLO )  
 ) ss  
STATE OF NEW MEXICO )

This instrument was acknowledged before me on April 17 2006, by Sarah D. Huber.

*Bertha E Baca*

Notary Public  
My Commission Expires: \_\_\_\_\_

(Seal)



BERTHA E. BACA  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: 7/22/09



Maru Herrera

Bern. Co. RSSN

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THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate of the State of New Mexico

By: *David W. Harris*  
Print Name: David W. Harris  
Its: Acting President

**ACKNOWLEDGMENT**

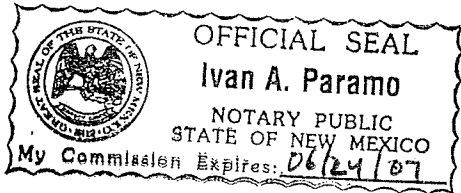
STATE OF NEW MEXICO     )  
  ) ss.  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on April 19, 2006, by David W. Harris as Acting President of The Regents of the University of New Mexico, a body corporate of the State of New Mexico.

*Ivan A. Paramo*  
Notary Public

(Seal)

My Commission Expires: June 24, 2007



APPROVED AS TO FORM FOR UNM:

HURLEY, TOEVS, STYLES, HAMBLIN & PANTER, P.A.

By: \_\_\_\_\_  
MARK STYLES



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## Exhibit A

Lot numbered Eleven (11) in Block lettered "B" of CAMPUS OF UNIVERSITY OF NEW MEXICO, an Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Amended and Supplemental Plat of Block "B", filed in the Office of the County Clerk of Bernalillo County, New Mexico, on November 1, 1947 in Plat Book C, folio 76.



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Maru Herrera Bern. Co. RSSN R 19.00