

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Stewart Title of Albuquerque, LLC
7801 Academy Road NE, Bldg. 1, Suite
101
Albuquerque, NM 87109
(505) 828-1700





Denise Carraux
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Pursuant to the New Mexico Title Insurance Law §59A-30-4 NMSA 1978, Control and supervision by superintendent and Title Insurance Regulation §13.14.18.10, NMAC, no part of any title insurance commitment, policy or endorsement form may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico Superintendent of Insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico Superintendent of Insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No.: 01147-47199

1. **Effective Date:** June 20, 2018 at 8:00 A.M.

2. **Policy or Policies to be issued:**

Amount of Insurance

(a) ALTA Owner's Policy 2006 (Standard)

\$380,000.00

Proposed Insured:

The Regents of the University of New Mexico

(b) ALTA Loan Policy 2006 (Standard)

Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Leasehold

4. **Title to the said estate or interest in said land is at the effective date hereof vested in:**

County of Bernalillo, a corporate body of the State of New Mexico

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"
LEGAL DESCRIPTION

All buildings, structures and improvements constructed upon the following described parcel:

A certain tract of land situate in Section 15, T.10N., R.3E., NMPM, Bernalillo County, New Mexico, which is a part of the lands of the University of New Mexico, which is more particularly described as follows:

BEGINNING at the Southeast corner of said tract which is a point on the westerly right-of-way line of Stanford Drive, N.E., a dedicated street of the City of Albuquerque, New Mexico and from whence the southwest corner of Lot 13, Block 5, Sunset Terrace Addition, City of Albuquerque, Bernalillo County, New Mexico, bears S. 8 deg. 19' E., 392.97 feet; thence,

N. 00 deg. 28' E., 250.00 feet distance along the westerly right-of-way line of said Stanford Drive, N.E., to the Northeast corner; thence,

N. 89 deg. 32' W., 229.57 feet distance to the Northwest corner; thence,

S. 00 deg. 28' W., 250.00 feet distance to the to the Southwest corner; thence,

S. 89 deg., 32' E., 229.57 feet to the Southeast corner and point of beginning.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

File No.: 01147-47199

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:
 - a. Execution and recordation of Warranty Deed from County of Bernalillo, a corporate body of the State of New Mexico to The Regents of the University of New Mexico.
5. Provide this Company with official identification of all parties involved in this transaction before or at closing.
6. Satisfactory evidence showing the execution of documents by the signator acting on behalf of County of Bernalillo, a corporate body of the State of New Mexico, is the binding act thereof.
7. Satisfactory evidence showing the execution of documents by the signator acting on behalf of The Regents of the University of New Mexico, is the binding act thereof.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No.: 01147-47199

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the name insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM7 or NM34), any policy to be issued pursuant to this commitment will be endorsed or modified in schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "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."

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Right 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 2018, 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 hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
9. All matters that may be shown on an Improvement Location Report or survey of the property, if one is provided to the title company.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Reservations and exceptions in the Patent by the United States of America recorded August 5, 1892 in Book 22 Page 193 records of Bernalillo County, New Mexico.
12. Terms, provisions, conditions, restrictions and stipulations contained in that certain Lease dated May 9, 1958 by and between The Regents of the University of New Mexico, as Lessor, and the County of Bernalillo, a corporate



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

body of the State of New Mexico, as Lessee, as evidenced by that certain Memorandum of Lease recorded May 16, 1958 in Book D425 Page 405 as Doc. No. 65102 records of Bernalillo County, New Mexico.

13. Rights of parties under any unrecorded Rental and/or Lease Agreements.

End of Schedule B

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.

U. S. PATENT

Recorded Book 22, Page 193.

Certificate No. 1480.

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, Greeting:

Whereas, Charles Dehus of Bernalillo County, New Mexico Territory, has deposited in the General Land Office of the United States, a Certificate of the Register of the Land Office at Santa Fe, New Mexico Territory, whereby it appears that full payment has been made by the said CHARLES DEHUS according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the

South half of the Northwest quarter and the North half of the Southwest quarter of Section Fifteen, in Township Ten North of Range Three East of New Mexico Meridian in New Mexico Territory, containing One Hundred and Sixty Acres, according to the official plat of the survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Charles Dehus.

NOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress, in such case made and provided, have given and granted and by these presents do give and grant unto the said CHARLES DEHUS and to his heirs, the said tract above described;

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging unto the said CHARLES DEHUS and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, a right of way thereon for ditches or canals constructed by authority of the United States.

IN TESTIMONY WHEREOF, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Ninth day of November, in the year of our Lord One Thousand eight hundred and ninety-one, and of the Independence of the United States, the One Hundred and Sixteenth.

By the President: BENJAMIN HARRISON,

By E. MACFARLAND, Asst. Secretary.
I. R. CONWELL, Recorder of the General
Land Office Ad Interim.
(General Land Office Seal).

Recorded Vol. 4A, Page 73
Filed August 5th, 1892
Recorded Book 22, page 193
Records Bernalillo County, N. M.

LEA S E

THIS INDENTURE, made as of the 9th day of May, 1958,
 WITNESSETH; THAT The Regents of the University of New Mexico, a
 corporate body of the State of New Mexico, as Lessor, does hereby
 lease, demise and let unto the County of Bernalillo, a corporate body
 of the State of New Mexico, as Lessee, the following described premises
 situated in Albuquerque, Bernalillo County, New Mexico, to-wit:

A certain tract of land situate in Section
 15, T 10 N, R 3 E, N.M.P.M., Bernalillo County,
 New Mexico, which is a part of the lands of the
 University of New Mexico, and which is more parti-
 cularly described as follows:

BEGINNING at the Southeast Corner of said tract,
 which is a point on the westerly right-of-way line
 of Stanford Drive, N. E., a dedicated street of
 the City of Albuquerque, New Mexico, and from
 whence the southwest corner of Lot 13, Block 5,
 Sunset Terrace Addition, City of Albuquerque,
 Bernalillo County, New Mexico, bears S 8 deg 19' E,
 392.97 feet distance; thence

N. 0 deg 28' E, 250.0 feet distance along the westerly
 right of way line of said Stanford Drive, N. E., to
 the Northeast Corner; thence

N. 89 deg 32' W, 229.57 feet distance to the Northwest
 Corner; thence

S. 6 deg 28' W, 250.0 feet distance to the Southwest
 Corner; thence,

S. 89 deg 32' E., 229.57 feet distance to the Southeast
 Corner and Point of Beginning.

CONTAINING: 1.317 Acres, more or less.

BOUNDED: On the North and West by land of the
 University of New Mexico;
 On the East by Stanford Drive, N. E.; and
 On the South by a public road.

TO HAVE AND TO HOLD for a term of Ninety-nine (99) years from the
 above date yielding and paying therefore the rent of ONE DOLLAR and No/100
 (\$.00) per year and other good and valuable considerations, receipt whereof
 is hereby acknowledged. Said rent to become due and payable on the first

day of January of each year hereafter.

1. The premises herein leased shall, during the said term, be utilized by the Lessee solely for the purposes of building, operating and maintaining the necessary facilities for a County Health Center.

2. This lease shall not be assigned and no portion of the premises or improvements thereon shall be sublet without the written consent and approval of the Lessor being first obtained; provided, that consent shall not be unreasonably withheld to any group whose purpose is to carry on the purpose for which such structures are to be erected. Consent to one such assignment or sublease shall not be deemed a consent to further assignment or sublease.

3. The Lessee herein may at its sole expense, erect and construct on the leased premises such buildings and structures as may effectuate the purpose for which the premises are leased, it being understood and agreed, however, that construction shall be commenced not later than twelve (12) months from the date hereof and the presently contemplated building be completed within thirty-six (36) months herefrom.

4. The lessee may from time to time make alterations, additions or improvements to any building or buildings or any structures placed upon said leased premises, or build additional buildings thereon, provided, however, that before any building, alteration, addition or improvement is made, other than the presently contemplated construction, which plans have already been approved by Lessor, the Lessee shall submit to Lessor plans and specifications for such building, structure, addition or alteration, and before beginning with the work, said plans and specifications shall be approved in writing by the Lessor. In addition, all landscaping plans shall be approved by Lessor.

5. Any such work shall be done in accordance with and comply with the building ordinances and laws of the City of Albuquerque, New Mexico, and of the State of New Mexico. In doing such work, the Lessee will

comply with all workmen's compensation and other labor laws. In doing and performing such work, no liens of mechanics, materialmen, laborers, architects, artisans, contractors or subcontractors or any other lien whatsoever shall be created against or imposed upon the said premises. The Lessee shall likewise pay and discharge any paving lien which may be imposed against the demised premises.

The Lessee further agrees that Lessee will pay and indemnify Lessor against all legal costs and charges, including reasonable attorney fees incurred in and about the defense of any suit in discharging the said premises from any lien, suit or judgment caused or suffered by Lessee.

The Lessee agrees that it will save harmless the Lessor from every liability and claim and/or action or actions of every kind and nature which might be made, asserted, brought or accrue against the demised premises or against the Lessor on account of or arising out of any such improvement, alteration or addition.

All buildings, structures and improvements, which may be placed upon said premises, except movable furniture, furnishings, appliances and equipment, shall be deemed to be a part of the real estate leased, and shall remain thereon and shall become the property of the Lessor at the end of the term or the earlier termination of this lease.

All personal property which the Lessee is herein privileged to remove must be removed on or before the expiration of the lease; provided, however, that Lessee will repair all damage to the real estate caused by such removal.

6. The Lessee shall, at its own expense, at all times during its occupancy of the leased premises maintain and keep in sound repair all buildings and structures upon the leased premises.

7. Lessee shall not do or place or permit to be done or placed upon or in said premises and building any act, thing, or substance which will make void or voidable any insurance on or with respect to said premises and building or any part thereof.

The Lessor shall have the right, at its option, to keep and maintain insurance policies upon any insurable value upon such building or structure which the Lessor may enjoy by reason of its reversionary rights.

8. The Lessee covenants that Lessee will at all times keep all buildings and improvements on said premises and all appurtenances thereto and all sidewalks, in good, clean, safe, secure and sanitary condition and repair, and keep exterior sidewalks, approaches, walkways located upon the leased premises free and clear of ice and snow, and will conform to all municipal ordinances and laws affecting said premises and will save the Lessor harmless from any claim, penalty, damage or other charge imposed for any violation of said laws, whether occasioned by the neglect of the Lessee or any agent or person in the employ of said Lessee, or any person contracting with said Lessee. Lessee will likewise redecorate and repaint the buildings and structures at reasonable intervals.

9. Lessee shall have the privilege of removing or razing the building or buildings upon said premises at any time for the purpose of erecting in place thereof a new building or buildings, conditioned that within two years from the removal of such building or buildings, there shall be erected in place thereof a new building suitable to the location and uses of the Lessee, plans and specifications for which shall be approved by Lessor, and which shall be of the fair value and cost of construction of not less than the value of the building removed and razed.

10. In the event Lessee shall abandon such building at any time within the term of this Lease Agreement, or shall fail to keep and perform any other covenant, condition, or agreement herein provided on the part of Lessee to be performed, and such default or abandonment shall exist for a period of sixty (60) days, then, and in that event, the Lessor may serve upon said Lessee written notice of such default; and, if such default shall then continue, without being wholly remedied, for a period of sixty (60) days, the Lessor may, without further notice, declare the demised term and this agreement ended, and re-enter and re-possess the said premises, and the building

and improvements situated thereon, or any part thereof, and Lessee shall surrender and deliver up the said premises to Lessor, or their agents and attorneys, immediately upon termination of the demised term.

11. Lessee covenants that it will, while this lease is in force and effect, pay all rates, rentals and charges for sewer, water, gas, electric light and power, phone service, and for any and all other services furnished to the Lessee and all persons holding under it, so that neither the Lessor nor the demised premises shall be or become liable in anywise for any such charges.

12. Lessor warrants that as of the date hereof, the Lessor is seized of good title to the real estate described, free of liens and encumbrances, that Lessor will at its own expense defend such title against all claims which could in anywise be asserted against the same.

13. Lessee will hold Lessor harmless for any injury or damage either to person or property arising from any cause whatsoever which shall occur in any manner in or about said premises, where such injury or damage is not caused by the act, negligence or default of Lessor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 9 day of May, 1958.

REGENTS OF THE UNIVERSITY OF NEW MEXICO

ATTEST:

Finlay MacCallum
Secretary

By _____
President

COUNTY OF BERNALILLO

ATTEST:

[Signature]
Clark

By _____
Chairman

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

The foregoing instrument was acknowledged before me this 9th day of

May, 1958, by JACK KORBBER, President, and FINLAY

MacGILLIVRAY, Secretary, of the REGENTS OF THE UNIVERSITY OF NEW MEXICO,
a corporate body, of the State of New Mexico, on behalf of said corporation.

Gleason L. Manson
Notary Public

My Commission Expires:

July 19, 1960

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

The foregoing instrument was acknowledged before me this 24th day of
April, 1958, by EDWARD BALCOMB, Chairman, of the COUNTY
OF BERNALILLO, a corporate body, of the State of New Mexico, on behalf of
said corporation.

[Signature]
Notary Public

My Commission Expires:

7/31/59

State of New Mexico]
County of Bernalillo] SS
This instrument was filed for record on

8:01 'MAY 16 1958
At 8 o'clock a.m. Recorded in Vol. 4425
of records of said County Folio 405
LUCY IARAMILLO, Clerk & Recorder
Pauline [Signature] Deputy Clerk

5-16-58