

Lawyers Title Insurance Corporation

National Headquarters — Richmond, Virginia

Policy Number

85 - 00 - 281684

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

IN WITNESS WHEREOF the Company has caused this policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

Robert C. Dawson

President

Attest:

Roy B. McLeod

Secretary.

The following matters are expressly excluded from the coverage of this policy:

EXCLUSIONS FROM COVERAGE

1. (a) Governmental police power.
- (b) Any law, ordinance or governmental regulation relating to environmental protection.
- (c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.
- (d) The effect of any violation of the matters excluded under (a), (b), or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, judgment liens or lis pendens must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

CONDITIONS AND STIPULATIONS

1. **Definition of Terms**

The following terms when used in this policy mean:

 - (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
 - (b) "insured claimant": an insured claiming loss or damage hereunder.
 - (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
 - (d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in or about streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
 - (e) "mortgage": mortgage, deed or trust, trust deed, or other security instrument.
 - (f) "public records": those records which by law impart constructive notice of matters relating to said land.
 2. **Continuation of Insurance after Conveyance of Title**

The Coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indefeasible interest secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indefeasibility secured by a purchase money mortgage given to such insured.
3. **Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant**

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim or interest which is adverse to the title or estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure.
4. **Notice of Loss—Limitation of Action**

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.
5. **Options to Pay or Otherwise Settle Claims**

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.
6. **Determination and Payment of Loss**

(a) The liability of the Company under this policy shall in no case exceed the least of:

 - (i) the actual loss of the insured claimant; or
 - (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

THIS SHADED AREA FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THE POLICY.

1 Policy Number
2 Property Type
3 County

4 Policy Amount
5 Premium
6 Rate Rule

7 Effective Date
8 Survey Amendment
9 Additional Chains

85			\$	\$				
1	2	3	4	5	6	7	8	9

Lawyers Title Insurance Corporation

OWNER'S POLICY

Schedule A

CASE NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
TIA 46,454 pa	April 9, 1985	\$140,000.00

THE POLICY NUMBER SHOWN ON THIS SCHEDULE MUST AGREE WITH THE PREPRINTED NUMBER ON THE COVER SHEET

POLICY NUMBER
85 00 281684

1. Name of Insured:

Regents of the University of New Mexico

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

3. The estate or interest referred to herein is at Date of Policy vested in:

Regents of the University of New Mexico

4. The land referred to in this policy is described as follows:

"See Attached"

NEW MEXICO TITLE COMPANY

Countersignature Authorized Officer or Agent

Albuquerque, New Mexico

Issued at (Location)

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE A cont'd.

PARCEL ONE

Tract lettered "A" in Block numbered Eight-A (8-A) of SNOW HEIGHTS, and Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Replat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on January 5, 1955.

PARCEL TWO

The following described portion of the Northeast Quarter (NE 1/4) of Section Eighteen (18), Township Ten North, Range Four East (T.10N., R.4E.), N.M.P.M. being the northwesterly ten acres thereof, more particularly described as follows:

BEGINNING, for a tie, at the corner common to Sections Seven (7), Eight (8), Seventeen (17), and Eighteen (18), T. 10 N., R. 4E., N.M.P.M., and running thence S. 89°18'30"W., along the section line between Sections 7 and 18, a distance of 1981.95 feet to the Northeast and Beginning Corner No. One of the Tract herein described; thence S. 1°18'10"E., a distance of 660.00 feet to the Southeast Corner No. Two; thence S. 89°18'30" W., a distance of 660.00 feet to the Southwest Corner No. Three; thence N. 1°18'10"W., along the center line of said Section 18, a distance of 660.00 feet to the Northwest Corner No. Three, which is also the North Quarter Corner of said Section 18; thence N. 89°18'30" E., along the Section line between said Sections 7 and 18, a distance of 660.00 feet to the Point and Place of Beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A certain tract of land situate within the northeast 1/4 of Section 18, T10N, R4E., N.M.P.M., Bernalillo

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE A cont'd.

County, New Mexico, said tract being a northwesterly portion of the INEZ SCHOOL SITE as shown on SNOW HEIGHTS, an Addition to the City of Albuquerque, New Mexico, filed in the office of the County Clerk of Bernalillo County, New Mexico, on January 5, 1955, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the northwest corner of the tract herein described, said corner being the northwest corner of said INEZ SCHOOL SITE and also being a point of intersection of the southerly right of way of Indian School Road and the easterly right of way of Pennsylvania Street, whence the City of Albuquerque Control Station "1-H19B," a brass cap having (New Mexico State Plane Grid Coordinates X=407,486.70, Y=1,492,501.43) bears N37°07'38" W, 99.89 feet and from said point of beginning running thence along the northerly boundary of said INEZ SCHOOL SITE and also along the southerly right of way of Indian School Road,

N. 89°26'34"E., 13.00 feet to the northeast corner of the tract herein described, thence leaving said northerly boundary and said southerly right of way and continuing along the easterly boundary of the tract herein described,

S 19°08'17"W, 15.85 feet to a point; thence,

S 01°10'06"E., 150.00 feet to a point; thence,

S 01°59'17"W., 136.21 feet to the most southerly corner of the tract herein described, said corner being a point on the westerly boundary of said INEZ SCHOOL SITE and also being a point on the easterly right of way of said Pennsylvania Street, thence continuing along said easterly right of way and said westerly boundary,

N 01°10'06"W, 301.00 feet to the point and place of beginning.

Tract contains 1788.23 square feet or 0.0411 acre, more or less.

CASE NUMBER
TIA 46,454

DATE OF POLICY
April 9, 1985

THE POLICY NUMBER SHOWN ON THIS SCHEDULE
MUST AGREE WITH THE PREPRINTED NUMBER
ON THE COVER SHEET

POLICY NUMBER
85 00 281684

Schedule B

This policy does not insure against loss or damage by reason of the following:

GENERAL EXCEPTIONS:

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, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
6. Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments, or other entities, to lands comprising the shores or bottoms of navigable streams, lakes, or land beyond the line of the harbor or bulkhead lines established or changed by the United States Government.
7. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
8. Taxes or assessments which are not shown as existing liens by the public record.

SPECIAL EXCEPTIONS:

9. Taxes for the year 19 85 , and thereafter.
10. Any possible assessments for paving, water or sewer assessments which are or might be a lien by law, but which have not yet been filed for record in the office of the County Clerk of Bernalillo County, State of New Mexico.
11. Reservations in Patent from the United States of America, recorded in Book D115, page 84, records Bernalillo County, New Mexico.
12. The terms, provisions, conditions, and stipulations of that certain Lease, and Addendum(s) and Amendments thereto, from The Regents of the University of New Mexico, lessor and Board of Education of the City of Albuquerque, New Mexico, lessee, dated August 6, 1951, filed October 3, 1952, in Book D291, page 201 and Supplemental Lease Agreement by and between the same parties together with First National Bank in Albuquerque, a corporation, trustee and Edward H. Snow Development Co., Inc. dated February 23, 1955, filed April 26, 1955, in Book D313, page 37, records Bernalillo County, New Mexico.
13. Right of Way Easement granted to the County of Bernalillo by document filed in Book R/W 142, page 315, records Bernalillo County, New Mexico.
14. Existing easements and rights of way.

"continued"

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE B cont'd.

AS TO PARCEL ONE:

15. Restrictions, but omitting any restriction based on race, color, religion or national origin, appearing of record in Book D303, page 329, records Bernalillo County, New Mexico.
16. Easements as shown and provided for on the recorded plat of said Addition.
17. Right of Way Easement granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company by document filed April 7, 1975, in Book Misc. 415, page 405, records Bernalillo County, New Mexico.

Schedule B Page 2 No. 85 00 281684 TIA 46,454

CONDITIONS AND STIPULATIONS—CONTINUED

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company be reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Corporate Headquarters, 6630 West Broad Street, mailing address: P.O. Box 27567, Richmond, Virginia 23261.

Lawyers Title Insurance Corporation

National Headquarters — Richmond, Virginia

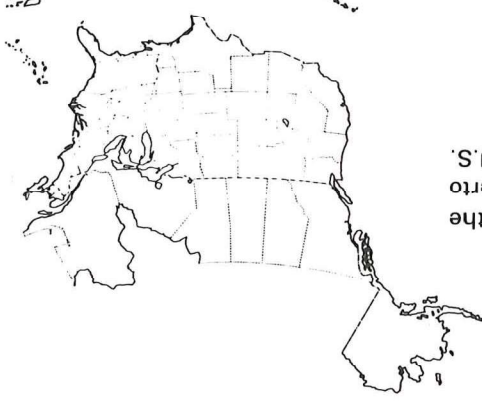
Policy of Title Insurance



Lawyers Title Insurance Corporation

National Headquarters
Richmond, Virginia

Lawyers Title Insurance Corporation National Headquarters — Richmond, Virginia



Service available throughout the United States, Canada, Puerto Rico, the Bahamas, and the U.S. Virgin Islands.

National Division, Branch and Agency offices and Approved Attorneys are located throughout the operating territory.

A word of thanks to our insured
As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.
There is no recurring premium.
This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.
If you have any questions about the protection provided by this policy or wish to contact us for any other reason, contact the office that issued your policy or you may write to:

Consumer Affairs Department
Lawyers Title Insurance Corporation
P.O. Box 27567
Richmond, Virginia 23261