

SPECIAL WARRANTY DEED

COPY

28813

THE NATURE CONSERVANCY, a non-profit corporation organized under the laws of the District of Columbia, for consideration paid does hereby grant to THE REGENTS OF THE UNIVERSITY OF NEW MEXICO the following described real estate in Valencia County, New Mexico:

A tract of land situated within the Cebolleta Grant in Sections 27 and 34, T12N-R7W, and in Section 3, T11N-R7W, NMPM (as projected being in unsurveyed land), Valencia County, New Mexico, and more particularly described as follows:

From the point of beginning, being a government brass cap marking the intersection of the south line of Section 27, T12N-R7W, and the west boundary of the Cebolleta Grant.

Thence from the above said point of beginning, N 1°23'E. 1545.7 feet to the 4 Mile Corner; thence N 1°58'E. 3422.9 feet to a brass cap marking an angle point on the west boundary of the Cebolleta Grant; thence S 27°35'E. 1314.6 feet; thence N 86°16'E. 755.2 feet; thence S 65°21'E. 920.4 feet; thence S 25°02'E. 1091.2 feet; thence S 1°15'15"W. 9631.5 feet; thence WEST 2750.0 feet to a point on the west boundary of the Cebolleta Grant; thence N 0°58'E. 3745.4 feet; thence S 88°37'E. 695.0 feet; thence N 1°23'E. 1880.3 feet; thence N 88°37'W. 695.0 feet; thence N 1°23'E. 1527.5 feet to the point of beginning. The above described tract contains an area of 660.49 acres, more or less.

And also the following described real estate:

A tract of land situated in the Cebolleta Grant in Section 34, T12N-R7W, NMPM, Valencia County, New Mexico, and being more particularly described as follows:

From the point of beginning, being the Northwest corner of said tract and being on the West line of the Cebolleta Grant, the brass cap marking the intersection of the North line of Section 34 and the West line of the Cebolleta Grant bears N 1°35'E. and is 2467.65' in distance; thence from the above said point of beginning S 88°37'E. 695'; thence S 1°35'W. a distance of 940.14'; thence N 88°37'W. 695'; thence N 0°58'E. along the West line of the Cebolleta Grant 77.58' to the brass cap marked 5M; thence N 1°35'E. 862.56' to the point of beginning and containing an area of 15 acres, more or less.

Excepting therefrom, a tract of 5 acres, more or less, described as follows:

A tract of land situated in the Cebolleta Grant in Section 34, T12N-R7W, NMPM, Valencia County, New Mexico, and being more particularly described as follows:

Beginning for a tie point at the brass cap marking the intersection of the North line of Section 34 and the West boundary of the Cebolleta Grant; thence from such tie point S 41°59'E. 3956.2' to an iron pipe on the West boundary of Lot #4 of the Stock Holder's Lots as shown on the unrecorded plat of the Mount Taylor Development Company, T12N-R7W, NMPM, Water Canyon, which iron pipe is located S 1°13'W. 70.9' from the Northwest corner of Lot #4, which iron pipe marks the point of beginning of the tract described herein, it being the intent of the Grantor that should there be any discrepancy between a point of beginning as established from the tie point heretofore described and the iron stake, the iron stake on the West line of Lot #4 shall control and shall be the starting point of the tract herein described; thence N 1°15'E. 570' to a point; thence N 88°45'W. 300' to a point; thence S 1°15'W. 726' to a point; thence S 88°45'E. 300' to a point; thence N 1°15'E. 156' to the place of beginning; and containing five acres, more or less.

SUBJECT TO THE FOLLOWING:

- 1. All reservations, restrictions, easements and rights-of-way of record, known to Grantee, or apparent on the ground, including but not limited to mineral reservations.

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2. The purpose of this donation is to preserve and enhance the integrity and the natural character of the ecosystems of the above-described property; (hereinafter called the Property), to allow the University of New Mexico through its Department of Biology (which designation includes its successor in function) to conduct research on the Property, to study the plants and animals found thereon, and to administer and hold the Property in perpetuity for such scientific and educational purposes. The conveyance is made upon the express conditions and limitations that:
 - a. It will be continually owned and administered by the Grantee for scientific and educational purposes of the faculty and students of the Biology Department and persons conducting research and pursuing educational purposes thereon under the express authority of the Biology Department of the Grantee.
 - b. The Property shall be dedicated and known as THE DONALD CAUGHRAN NATURAL AREA.
 - c. There shall be no additional roads, no construction of campgrounds or recreational sites, buildings or other improvements upon the Property, provided that the Grantee shall have the right after the termination of the reserved life estates to construct a building at a suitable site close to the southerly border of the Property for the purpose of storage of scientific and research instruments and equipment, tools and equipment necessary for the maintenance and protection of the Property, with limited facilities for the accommodation of authorized persons while conducting research. There shall be no motorized vehicles on the Property except those essential for administrative purposes, fire protection and in the event the Grantee herein acquires the tract including improvements presently owned by Mildred Allen, for access to and from such improvements. There shall be no hunting allowed on the Property. There shall be no logging or cutting of trees on the Property except to such an extent as may be necessary for the purposes of fire prevention and to prevent damage to the fences presently existing or as may be repaired or replaced on the perimeter of the Property.

The Grantee shall not introduce nor allow the introduction of exotic vegetation, or the artificial manipulation of natural vegetation, except as may be necessary on a very limited amount of the Property for the purpose of study of the plant life of the Property. The Property shall be left in its natural state, subject only to the scientific study and research by the Biology Department of the University of New Mexico. The Property shall not be used for recreational purposes, and the Biology Department of the University of New Mexico shall limit the number of persons having access to the Property to those persons necessary for the scientific and educational purposes consistent with this deed. The Grantees shall not use pesticides, herbicides, or other biocodes or noxious substances unless their use is dictated by emergency situations, requirements of law, or paramount management considerations determined after consultation with the Grantor.

3. This conveyance is made upon the express conditions and limitations above set forth. If the Property shall cease to be administered in accordance with the foregoing or should the Grantee breach the aforementioned use regulations, the title of the Grantee shall cease and determine and the title shall revert in fee simple to the Grantor, subject to the life estate heretofore reserved in James V. Caughran and Elsie Caughran and the survivor of them. Such reversion is not to be automatic. The Grantor shall give written notice of any breach of condition to the Grantee and the Grantee will be given a reasonable time to cure such breach. If such breach shall not be cured within a reasonable time, Grantor may apply to any court having jurisdiction for an order of reentry for condition broken. The Grantor's failure to give notice of the breach of a particular condition does not extinguish the Grantor's right to give notice of breach of any other condition or of the particular condition at a later time:

4. Grantor and its employees, agents or independent contractors, shall have the right to enter the Property to exercise its right and protect its interest hereunder. However, the times and areas of entrance shall be coordinated in advance with the appropriate person designated by the Biology Department of the Grantee and the Grantor agrees to observe reasonable conditions which may be imposed for the protection of the area's wildlife and its habitat.
5. The Grantor may grant such exceptions to the above restrictions as are consistent with the purposes of this grant and which do not impair the natural character of the area.
6. As part consideration for this deed and by acceptance thereof the Grantee agrees to erect and maintain a permanent plaque or other appropriate marker at a prominent location on the above described premises bearing the following statement: "This area was acquired with the assistance of The Nature Conservancy."

This conveyance is made subject to the life estate, the easement, and the conditions, restrictions and reservations as appear in the deed from James V. Caughran and Elsie Caughran to the Grantor dated October 22nd, 1979, and to the conservation easement executed on the same date.

With Special Warranty Covenants.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name and on its behalf by L. Gregory Low, Ex.V.Pres. and its Corporate Seal to be hereunto duly affixed and attested by its officer thereunto, duly authorized on this 11th day of December, 1979.

THE NATURE CONSERVANCY

By:

L. Gregory Low

Its Executive Vice President

ATTEST:

ACKNOWLEDGEMENT

John R. Fliche
Assistant Secretary

STATE OF VIRGINIA)
) ss:
COUNTY OF ARLINGTON)

On this 11th day of December, 1979, before me personally appeared L. Gregory Low, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

June S. Goode
NOTARY PUBLIC June S. Goode
Arlington County, Virginia

My Commission Expires: Feb. 24, 1981

COPY

ASSIGNMENT OF CONSERVATION EASEMENT

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, with donative intent and as a gift, does hereby assign, transfer, set over and grant unto THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, at Albuquerque, New Mexico, all of the Grantor's right, title and interest in and to and rights acquired by the Conservation Easement granted by JAMES V. CAUGHRAN and ELSIE CAUGHRAN, dated the 22nd of October, 1979, and any interest acquired pursuant to such grant of easement in and to the lands therein described. Any rights acquired pursuant to such grant of Easement, all of which rights are being transferred by this Assignment, shall be exercised by the Biology Department (or its successor in function) for the purposes set forth in accordance with the terms, conditions and restrictions of the Special Warranty Deed given simultaneously with this Easement from the Grantor herein to the Grantee herein, which Special Warranty Deed is by reference made a part hereof.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be executed in its name and on its behalf by L. Gregory Low and its Corporate Seal to be duly affixed and attested by its Officer thereunto, duly authorized this 11th day of December, 1979.

THE NATURE CONSERVANCY

By: L. Gregory Low
Executive Vice President

ATTEST:

John R. Fliche
Assistant Secretary

STATE OF VIRGINIA)
) ss:
COUNTY OF ARLINGTON)

On this 11th day of December, 1979, before me personally appeared L. Gregory Low, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

June S. Goode
NOTARY PUBLIC June S. Goode

My Commission Expires:
February 24, 1981

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ACCEPTANCE OF ASSIGNMENT

Pursuant to the authority and resolution of the REGENTS OF THE UNIVERSITY OF NEW MEXICO, the foregoing Assignment of Conservation Easement is accepted by the REGENTS on behalf of the UNIVERSITY OF NEW MEXICO and any duties as Grantee therein are assumed by the REGENTS OF THE UNIVERSITY OF NEW MEXICO effective as of the date of this Acceptance of Assignment.

REGENTS OF THE UNIVERSITY OF NEW MEXICO
By: Ann W. Smalls

JAMES V. CAUGHRAN and ELSIE CAUGHRAN, for consideration paid, grant to THE NATURE CONSERVANCY, whose address is 610 Gold Ave., S. W., Suite 216, Albuquerque, New Mexico 87102, the following described real estate in Valencia County, New Mexico:

A tract of land situated within the Cebolleta Grant in Sections 27 and 34 T12N-R7W, and in Section 3, T11N-R7W, NMPM (as projected, being in unsurveyed land), Valencia County, New Mexico, and being more particularly described as follows:

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And also the following real estate:

A tract of land situated in the Cebolleta Grant in Section 34, T12N-R7W, NMPM, Valencia County, New Mexico, and being more particularly described as follows:

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Excepting therefrom, a tract of 5 acres, more or less, described as follows:

A tract of land situated in the Cebolleta Grant in Section 34, T12N-R7W, NMPM, Valencia County, New Mexico, and being more particularly described as follows:

Beginning for a tie point at the brass cap marking the intersection of the North line of Section 34 and the West boundary of the Cebolleta Grant; thence from such tie point S 41°59'E. 3956.2' to an iron pipe on the West boundary of Lot #4 of the Stock Holder's Lots as shown on the unrecorded plat of the Mount Taylor Development Company, T12N-R7W, NMPM, Water Canyon, which iron pipe is located S 1°13'W. 70.9' from the Northwest corner of Lot #4, which iron pipe marks the point of beginning of the tract described herein, it being the intent of the Grantor that should there be any discrepancy between a point of beginning as established from the tie point heretofore described and the iron stake, the iron stake on the West line of Lot #4 shall control and shall be the starting point of the tract herein described; thence N 1°15'E. 570' to a point; thence N 88°45'W. 300' to a point; thence S 1°15'W. 726' to a point; thence S 88°45'E. 300' to a point; thence N 1°15'E. 156' to the place of beginning, and containing five acres more or less.

Reserving and excepting therefrom, however, unto the Grantors and the survivor of them the full use, control, income and possession of the property for and during their lives and the life of the survivor of them.

Grantors further dedicate and declare the following described tract within the Property being conveyed as a Memorial Area:

A tract of land situated in the Cebolleta Grant in Section 34, T12N-R7W, NMPM, Valencia County, New Mexico, more particularly described as follows:

Beginning for a tie point at the brass cap marking the intersection of the North line of Section 34, and the West boundary of the Cebolleta Grant, thence S 41°59'E. 3956.2' to a point marked by an iron stake located on the West boundary of Lot #4 of the unrecorded plat of the Stock Holder's Lots of the Mount Taylor Development Company, T12N-R7W, NMPM, Water Canyon, which iron stake is S 1°15'W. 70.9' from the Northwest corner of Lot #4 as shown on such unrecorded plat, it being the intent of the Grantor herein that if there should be any discrepancy between a point as located from the tie point and the iron stake that the iron stake shall control as the point from which the further description herein is based; thence N 1°15'E. 245' to a point; thence N 88°45'W. 300' to the point of beginning of this Memorial Tract; thence N 1°15'E. 200' to a point; thence N 88°45'W. 500' to a point; thence S 1°15'W. 500' to a point; thence S 88°45'E. 500' to a point; thence N 1°15'E. 300' to the point of beginning and containing 5.739 acres more or less.

Grantors reserve and retain the right for themselves, and their daughter-in-law, Patricia L. Caughran, to be buried within the memorial area, in which their son, Dr. Donald Caughran, is buried, and to have erected and maintained such markers and memorial plaques as they desire. Grantee shall not be obligated to maintain any plaques or markers erected, but any heirs or friends of the Grantors or persons desiring to visit the memorial area shall have the right to do so. The memorial area shall be left completely in its natural state and no research, study, or other activities other than observation of the natural conditions shall be conducted therein.

Grantors further reserve from the lands herein granted an easement consisting of the right to take for domestic water purposes, water from a spring located approximately one-half mile in a Northwesterly direction from the east boundary of the five acre tract retained from which the Grantors are presently using water for domestic purposes for the cabin they own on the tract immediately to the east of the premises herein conveyed, together with the right to construct, maintain and use a pipeline from such spring to the cabin presently owned by the Grantors. This easement shall constitute an easement appurtenant to the land presently owned by Grantors in the tract adjacent, and to the heirs, successors and assigns of Grantors as owners of such tract. The property is subject to prior mineral reservations.

With Warranty Covenants.

Witness our hands and seals this 22 day of October, 1979.

James V. Caughran
Elsie Caughran

ACKNOWLEDGEMENT

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

On this 22 day of October in the year 1979, before me personally appeared James V. Caughran and Elsie Caughran, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same.

James B. L.
Notary Public

Bernalillo County, New Mexico

My Commission Expires: Apr. 29, 1982

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