

**Memorandum of Agreement
Between the Regents of New Mexico State University and
Aggie Development Inc.
Management Oversight of Certain Leased Parcels Located North of University
Avenue**

WHEREAS the Regents of New Mexico State University acted on July 23, 2014 to transfer oversight of certain real estate parcels owned by the University and located north of University Avenue to Aggie Development Inc., for oversight; and

WHEREAS the Regents of New Mexico State University and Aggie Development Inc. acted to execute a Memorandum of Agreement on Real Estate Matters on January 8, 2015; and

WHEREAS there are seven specific parcels of NMSU owned lands located north of University Avenue and identified in Agenda Item 11B of the July 23, 2014 Board of Regents Agenda to be managed by Aggie Development Inc.; and

WHEREAS there are currently three active leases in place between the lessee's and the Regents of New Mexico State University as part of the parcels identified; and

WHEREAS it is the desire of both the Regents of New Mexico State University and Aggie Development Inc. that an agreement be developed that affects the transfer of management oversight for those leases to Aggie Development Inc.

NOW THEREFORE BE IT RESOLVED that the Regents of New Mexico State University and Board of Directors of Aggie Development Inc. (further described as the Parties) agree to the following conditions.

1. The Parties agree to the delegation of the management and oversight role of New Mexico State University to Aggie Development Inc. for the following leases
 - a. Stephen Loman and Max Schroeder d/b/a/ Fiesta Properties
 - i. Also known as Aggie Car Wash. A lease for approximately 30,300 square feet located at 2495 South Locust St. The lease has an initial term ending Mar 28, 2015 and an extension option for two remaining years ending February 28, 2017. Current rental payments are \$12,179.49 per year.
 - b. Sara Care Child Care Center Inc.
 - i. A lease for approximately 1.06 acres located at 1815 Wisconsin Avenue. The lease runs until June 30, 2018. Current rental payments are \$1.00 per year.

c. Pam Am Plaza

- i. A lease for approximately 20.2 acres located north of University Avenue between Triviz and Locust Streets. Termination date is June 30, 2072. Current lease income is \$74,862 per year and that amount is dedicated to the Regent's Scholarship Fund.
2. The Parties agree that this effort shall be carried out in compliance with the provisions of the Memorandum of Agreement executed between the Parties on January 8, 2015.
3. The Parties agree that the Regents of New Mexico State University reserve the right to affect any change in the current leases. Should Aggie Development Inc. determine there is a need for actions regarding any of the leases, it shall present such action to the Regents of New Mexico State University for their consideration and approval prior to affecting the change.
4. The Parties agree that, in exchange for the management and oversight of these leases on behalf of the Regents of New Mexico State University, Aggie Development Inc. shall charge and be paid an annual amount equal to ten percent (10%) of the gross rental income from the leases identified, with the exception that the charge be waived for the Pam Am Plaza until such time that there is an increase in the annual rental payment. ADI shall provide NMSU with an invoice of calculated amounts due by June 1st of each year and NMSU shall remit payment to ADI within 30 days of receipt of invoice.
5. The Parties agree that, upon termination of any of the three leases identified, Aggie Development Inc. shall have the first right of refusal to secure the parcel under a lease agreement between Aggie Development Inc. and the Regents of New Mexico State University pursuant to the provisions contained within the Memorandum of Agreement dated January 8, 2015.
6. The Parties agree, that should any circumstance arise that requires the lessor (Regents of New Mexico State University) to expend any funds pursuant to the current lease provisions, that Aggie Development Inc. shall make a formal notification to the Regents of New Mexico State University at the earliest possible opportunity. The Parties agree that Aggie Development Inc. does not, in entering into this agreement, assume financial liability for those expenses associated with the provisions of the lease agreements.
7. The Parties agree that Aggie Development Inc. does not represent itself as a real estate agent in entering into this agreement. Rather it assumes only the obligations for management and oversight on behalf of the owner/lessor under the leases previously identified.

AGGIE DEVELOPMENT INC.

Scott Eschenbrenner
President

8-31-15
Date

REGENTS OF NEW MEXICO STATE UNIVERSITY

Mike Cheney
Chairman

9-8-15
Date

STATE OF NEW MEXICO)

County of Dona Ana)

SS:

This instrument was acknowledged before me this 31 day of AUGUST, 2015,
by SCOTT ESCHENBRENNER

My Commission Expires:

4/11/2016

Carolyn T. Aragon
Notary Public



OFFICIAL SEAL
CAROLYN T. ARAGON
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 4/11/16

STATE OF NEW MEXICO)

County of Dona Ana)

SS:

This instrument was acknowledged before me this 8 day of SEPTEMBER, 2015,
by MIKE CHENEY

My Commission Expires:

4/11/2016

Carolyn T. Aragon
Notary Public



OFFICIAL SEAL
CAROLYN T. ARAGON
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 4/11/16