



RESOLUTION NO. 2025-45

AUTHORIZING THE ACQUISITION OF REAL PROPERTY TO BE USED FOR A FIRE SAFETY COMPLEX

WHEREAS, the Board of County Commissioners of Valencia County met upon notice of a duly published business meeting on July 2, 2025, at the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico 87031; and

WHEREAS, the Board finds that the protection of public health and safety is a core function of County government, and the establishment of a fire safety complex is necessary to provide improved emergency response capabilities for the benefit of County residents; and

WHEREAS, Central New Mexico Rail Park, LLC (“Seller”) owns certain improved and unimproved real property located in Valencia County, New Mexico, consisting of approximately 10 acres, more particularly described in Exhibit A of the Purchase and Sale Agreement, along with additional acreage for road and drive aisles; and

WHEREAS, pursuant to the terms of the Purchase and Sale Agreement dated March 20, 2025, the Seller has agreed to donate the described property to Valencia County (“Purchaser”) for use as a fire safety complex, subject to certain terms and conditions as set forth in the Agreement; and

WHEREAS, the Board of County Commissioners finds that the donation and proposed use of the property is in the public interest and will further the County’s public safety objectives without incurring land acquisition costs; and

WHEREAS, the Purchase and Sale Agreement provides for a due diligence period, approval of an intergovernmental agreement with the Village of Los Lunas, and other conditions precedent to closing, all of which are being diligently pursued by County staff in consultation with legal counsel; and

WHEREAS, acceptance of the donation and execution of the Purchase and Sale Agreement requires formal action by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Valencia County, New Mexico, that it hereby approves the acquisition of the real property as described in the March 20, 2025, Purchase and Sale Agreement between Valencia County and Central New Mexico Rail Park, LLC, for the purpose of constructing and operating a County fire safety complex.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of County Commissioners of Valencia County, New Mexico that the County Manager, in consultation with the County Attorney, is hereby authorized and directed to take all necessary and appropriate actions to carry out the terms of the Purchase and Sale Agreement, including but not limited to execution of the Agreement, acceptance of the deed, coordination of inspections, approvals, and due diligence, and closing on the transaction.

PASSED, APPROVED AND ADOPTED THIS 2nd DAY OF JULY 2025

BOARD OF COUNTY COMMISSIONERS



Gerard Saiz, Chair
District I



Troy Richardson, Vice Chair
District II



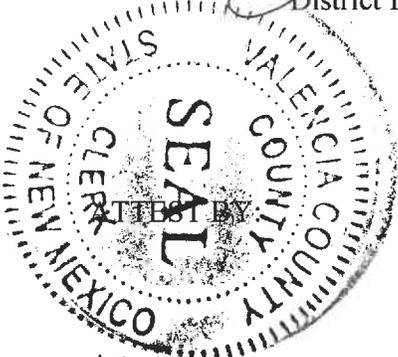
Morris Sparkman, Commissioner
District III



Joseph Bizzell, Commissioner
District IV



Dante Berry, Commissioner
District V



Attest:


Mike Milam, County Clerk

NM FORM 6 - COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

SP000182460

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Fidelity National Title of New Mexico Inc.
8500 Menaul Blvd. NE, Suite B-150
Albuquerque, NM 87112

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Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, and title insurance rule 13.14.18.9 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance 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, except as authorized by law.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Fidelity National Title of New Mexico Inc.
 Issuing Office: Fidelity National Title Insurance Company
 Issuing Office's ALTA® Registry ID:
 Issuing Office File No.: SP000182460
 Property Address: Tract A-4 Central New Mexico Rail Park, Los Lunas, NM 87031

SCHEDULE A

1. Commitment Date: June 4, 2025 at 08:00 AM
2. Policy to be issued:
 - a. Owner's Policy 2021 (NM 1)

Proposed Insured:	County of Valencia
Proposed Amount of Insurance:	\$10,000.00
The estate or interest to be insured:	Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

[Central New Mexico Rail Park, LLC, a New Mexico limited liability company](#)
5. The Land is described as follows:

Tract A-4 of the Summary Plat of CENTRAL NEW MEXICO RAIL PARK, situate within the San Clements Grant, in projected Sections 17, 18, 19, 21 & 21, Township 7 North, Range 1 East, N.M.P.M., Valencia County, New Mexico as the same is shown and designated on said Summary Plat filed in the office of the County Clerk of Valencia County, New Mexico on June 21, 2017 in Cabinet M, page 399.

NOTE: this legal description shall be amended upon the satisfaction of the requirements herein.

Countersigned By:



Paul S. Brown
Authorized Signature

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Tract A-4 of the Summary Plat of CENTRAL NEW MEXICO RAIL PARK, situate within the San Clements Grant, in projected Sections 17, 18, 19, 21 & 21, Township 7 North, Range 1 East, N.M.P.M., Valencia County, New Mexico as the same is shown and designated on said Summary Plat filed in the office of the County Clerk of Valencia County, New Mexico on June 21, 2017 in Cabinet M, page 399.

NOTE: this legal description shall be amended upon the satisfaction of the requirements herein.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
6. Record a duly executed and approved replat of the subject premises.
7. Furnish for recordation a deed as set forth below:

Grantor(s): Central New Mexico Rail Park, LLC, a New Mexico limited liability company
Grantee(s): County of Valencia, a political subdivision of the State of New Mexico
8. Provide the Company a currently dated ALTA/NSPS Land Title Survey of the subject premises.
9. Provide the Company the resolution approving the purchase of the subject premises.
10. Provide the Company the Articles of Organization and Operating Agreement for Central New Mexico Rail Park, LLC and all amendments thereto.
11. Payment of all taxes, charges and assessments levied or assessed against the estate or interest to be insured, which are due and payable.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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, 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 year 2025, 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 but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. Reservations as contained in patent from the United States of America recorded in [Book A17, page 263](#), records of Valencia County, New Mexico.
10. Restrictions, Easement and Option as set forth in that certain document recorded March 11, 2016 as document number [2016-2215](#), records of Valencia County, New Mexico, but omitting any restrictions based on race, color, religion, sex, handicap, familial status or national origin.
11. Grant of Oil, Gas and Mineral Rights as contained in that certain document recorded in [Book 56, page 34](#), records of Valencia County, New Mexico.
12. Reservations as contained in that certain document recorded in [Book 86, page 127](#), records of Valencia County, New Mexico.
13. Easement for roadways dedicated to the public by the plat entitled "Old Spanish Land Grants" recorded in the office of the County Clerk of Valencia County, New Mexico in [Plat Book C, page 47](#).
14. Grant of Mineral Interests as contained in that certain document recorded in [Book 252, page 8070](#), records of Valencia County, New Mexico.
15. Mineral Deed recorded in [Book 274, page 9140](#), records of Valencia County, New Mexico.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

16. Mineral Deed recorded in [Book 286, page 430](#), records of Valencia County, New Mexico.
17. Easement for utilities recorded in [Book 330, page 4286](#), records of Valencia County, New Mexico.
18. Easement for utilities recorded in [Book 330, page 4288](#), records of Valencia County, New Mexico.
19. Easement Agreement recorded in [Book 362, page 15743](#), as amended by that certain First Amendment recorded in [Book 363, page 3771](#), records of Valencia County, New Mexico.
20. Easement for private access forty (40) feet in width as set forth on the plat Lands of Huning Limited Liability Limited Partnership recorded in [Cabinet M, page 296](#), records of Valencia County, New Mexico.
21. Easement for electric transformers/switchgears, as installed, ten (10) feet in front of said transformer/switchgear doors, and five (5) feet on each side as set forth on the plat recorded June 21, 2017 in [Cabinet M, page 300](#), records of Valencia County, New Mexico
22. Easement recorded June 30, 2017 as document number [201706700](#), records of Valencia Country, New Mexico.
23. Railroad Access Easement recorded June 30, 2017 as document number [201706701](#), records of Valencia County, New Mexico.
24. Quitclaim Mineral Deed recorded January 9, 2019 as document number [201900349](#), records of Valencia County, New Mexico.
25. Quitclaim Mineral Deed recorded January 9, 2019 as document number [201900350](#), records of Valencia County, New Mexico.
26. Taxes or assessments which are not shown as existing liens by the public records.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under Section 14-9-1 NMSA 1978, as amended to the Date of Policy, under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements;
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

END OF CONDITIONS

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Valencia County Treasurer

Statement of Taxes Due

Account Number R301828
Assessed To

Parcel 1001039480122000000
CENTRAL NEW MEXICO RAIL PARK LLC
7616 INDIAN SCHOOL RD NE
ALBUQUERQUE, NM 87110

Legal Description

Situs Address

Subd: CENTRAL NEW MEXICO RAIL PARK Tract: A4 124.94 ACRES

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$304.56	\$0.00	\$0.00	(\$304.56)	\$0.00
2023	\$308.42	\$0.00	\$0.00	(\$308.42)	\$0.00
2022	\$320.84	\$0.00	\$0.00	(\$320.84)	\$0.00
2021	\$334.78	\$0.00	\$0.00	(\$334.78)	\$0.00
2020	\$322.12	\$0.00	\$0.00	(\$322.12)	\$0.00
2019	\$328.70	\$31.22	\$0.00	(\$359.92)	\$0.00
2018	\$327.54	\$0.00	\$0.00	(\$327.54)	\$0.00
Total Tax Charge					\$0.00

Special Assessment: SOIL & WATER CONSERVATION

2021	\$2.14	\$0.00	\$0.00	(\$2.14)	\$0.00
2020	\$2.08	\$0.00	\$0.00	(\$2.08)	\$0.00
2019	\$2.08	\$0.19	\$16.54	(\$18.81)	\$0.00
2018	\$2.08	\$0.00	\$0.00	(\$2.08)	\$0.00
Total Special Assessment: SOIL & WATER CONSERVATION					\$0.00

Special Assessment: SWCD

2024	\$2.08	\$0.00	\$0.00	(\$2.08)	\$0.00
2023	\$2.08	\$0.00	\$0.00	(\$2.08)	\$0.00
2022	\$2.08	\$0.00	\$0.00	(\$2.08)	\$0.00
Total Special Assessment: SWCD					\$0.00

GRAND TOTAL

\$0.00

Grand Total Due as of 06/16/2025

\$0.00

Tax Billed at 2024 Rates for Tax Area LL01_NR - VILLAGE OF LOS LUNAS IN- NR

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY DEBT	0.7030000	\$5.86	NON-RES LAND	\$24,988	\$8,329
COUNTY OPERATIONAL NON-RES	11.3890000	\$94.86	Total	\$24,988	\$8,329
LOS LUNAS SCHOOLS HB33- NR	2.2320000	\$18.59			
VILLAGE OF LOS LUNAS DEBT-	1.1050000	\$9.20			
VILLAGE OF LOS LUNAS OPER-	7.1390000	\$59.46			
LOS LUNAS SCHOOLS CAP IMPRO	1.4920000	\$12.43			
LOS LUNAS SCHOOLS DEBT- NR	8.1510000	\$67.89			
LOS LUNAS SCHOOLS OPER- NR	0.3730000	\$3.11			
STATEDEBT	1.3600000	\$11.33			
UNMVALENCIABLDGLEVY(2)	0.7000000	\$5.83			
UNM VALENCIA BRANCH CAMPUS-	1.9230000	\$16.02			
Taxes Billed 2024	36.5670000	\$304.56			

SWCD

\$2.08

All payments are subject to final clearance.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and **DO NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>