



DEVELOPMENT REVIEW BOARD SUPPLEMENTAL SUBMITTAL

PROJECT NO. 1004354

TO:  ALL MEMBERS Application No. \_\_\_\_\_

Jack Cloud, DRB Chairman, Planning Department

Curtis Cherne, P.E., Hydrology

Kristal Metro, P.E., Transportation Development

Allan Porter, P.E., Albuquerque/ Bernalillo Co.WUA

Carol Dumont, Parks/Municipal Development

NEXT HEARING DATE: 8.6.13

NOTE: REQUESTS FOR DEFERRAL OF CASES WILL BE DISCUSSED BY THE BOARD AND THE APPLICANT AND/OR AGENT AT THE BEGINNING OF THE AGENDA. BOTH PARTIES MUST AGREE UPON THE DATE OF DEFERRAL. IF THE APPLICANT/AGENT IS NOT PRESENT, THE ADMINISTRATIVE ASSISTANT MUST RECEIVE A LETTER, PRIOR TO THE HEARING DATE, REQUESTING A SPECIFIC DEFERRAL DATE. THE BOARD WILL DISCUSS AND MAKE A DECISION AT THE HEARING. THE APPLICANT/AGENT WILL THEN BE INFORMED OF THE DEFERRAL DATE AND REASON. IF THE APPLICANT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFIINITELY DEFERRED ON A NO SHOW.

SUBMITTAL DESCRIPTION: REVISED SITE PLAN AND

REVISED SITE PLAN FOR BUILDING

PERMIT.

CONTACT NAME: SCHARLES WILDER

TELEPHONE: 306.8238 EMAIL: hallpluswilder@gmail.com



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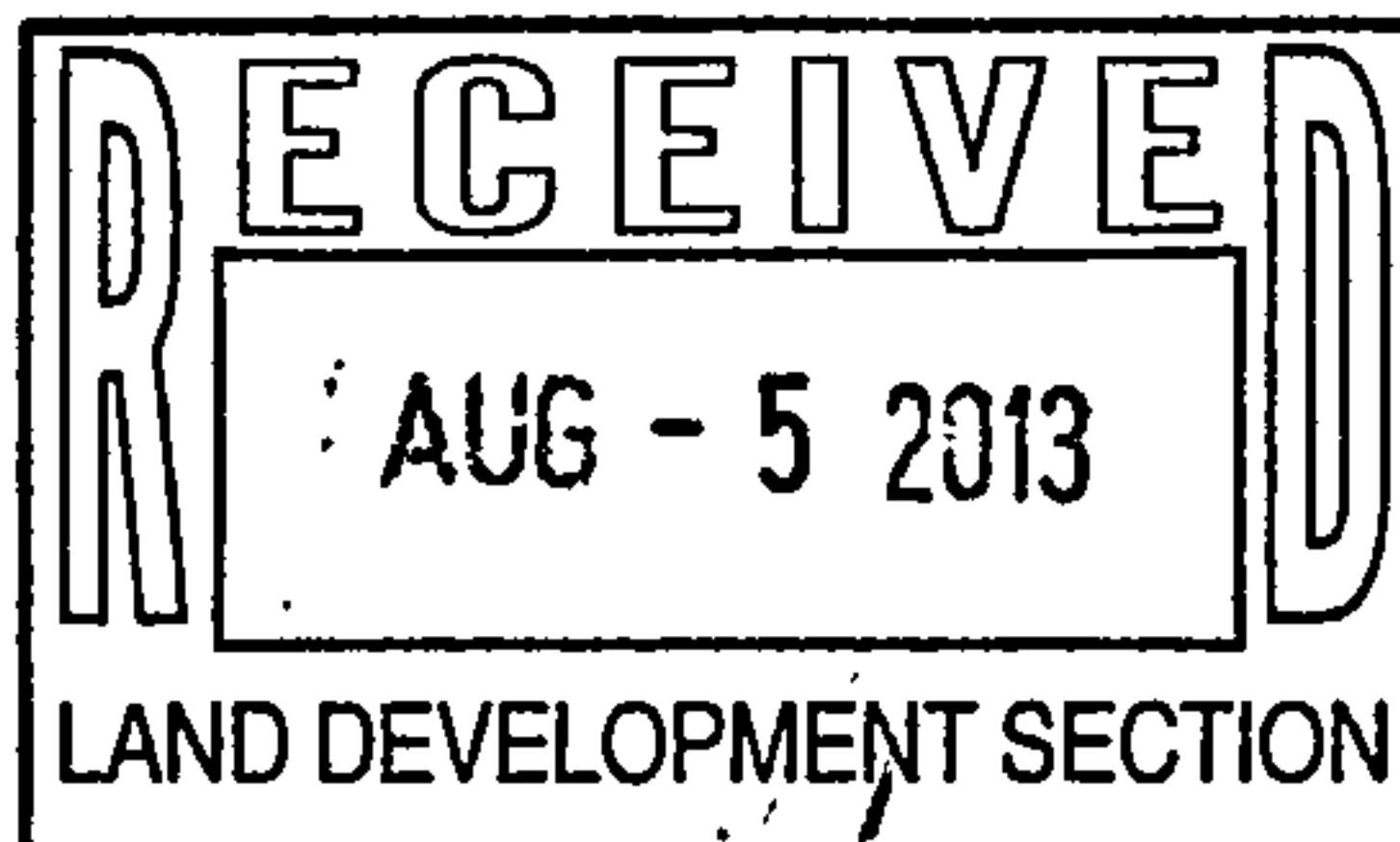
Carol Dumont, Parks/Municipal Development

NEXT HEARING DATE: August 7th, 2013

NOTE: REQUESTS FOR DEFERRAL OF CASES WILL BE DISCUSSED BY THE BOARD AND THE APPLICANT AND/OR AGENT AT THE BEGINNING OF THE AGENDA. BOTH PARTIES MUST AGREE UPON THE DATE OF DEFERRAL. IF THE APPLICANT/AGENT IS NOT PRESENT, THE ADMINISTRATIVE ASSISTANT MUST RECEIVE A LETTER, PRIOR TO THE HEARING DATE, REQUESTING A SPECIFIC DEFERRAL DATE. THE BOARD WILL DISCUSS AND MAKE A DECISION AT THE HEARING. THE APPLICANT/AGENT WILL THEN BE INFORMED OF THE DEFERRAL DATE AND REASON. IF THE APPLICANT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.

SUBMITTAL DESCRIPTION: Revised Site plans,  
landscape, utility plan and  
grading and drainage

"adjacent" property owner



Bill

CONTACT NAME: SCHARLES WILDER

TELEPHONE: 306-8238 EMAIL: hallpluswilder@gmail.com



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PROJECT NO. 1004354

TO: ALL MEMBERS Application No. \_\_\_\_\_

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Kristal Metro, P.E., Transportation Development

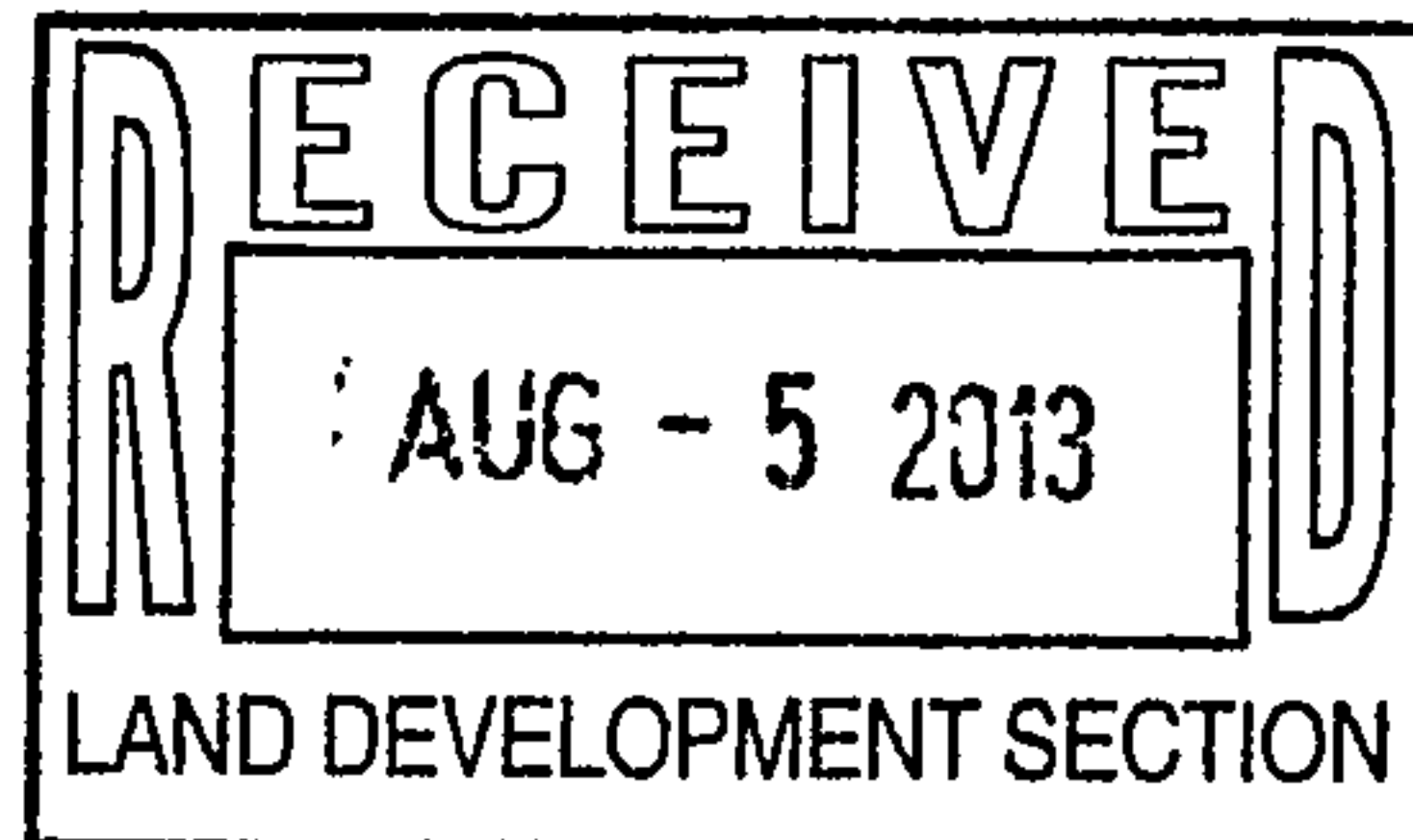
Allan Porter, P.E., Albuquerque/ Bernalillo Co.WUA

Carol Dumont, Parks/Municipal Development

NEXT HEARING DATE: August 7th, 2013

NOTE: REQUESTS FOR DEFERRAL OF CASES WILL BE DISCUSSED BY THE BOARD AND THE APPLICANT AND/OR AGENT AT THE BEGINNING OF THE AGENDA. BOTH PARTIES MUST AGREE UPON THE DATE OF DEFERRAL. IF THE APPLICANT/AGENT IS NOT PRESENT, THE ADMINISTRATIVE ASSISTANT MUST RECEIVE A LETTER, PRIOR TO THE HEARING DATE, REQUESTING A SPECIFIC DEFERRAL DATE. THE BOARD WILL DISCUSS AND MAKE A DECISION AT THE HEARING. THE APPLICANT/AGENT WILL THEN BE INFORMED OF THE DEFERRAL DATE AND REASON. IF THE APPLICANT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.

SUBMITTAL DESCRIPTION: Revised Site plans,  
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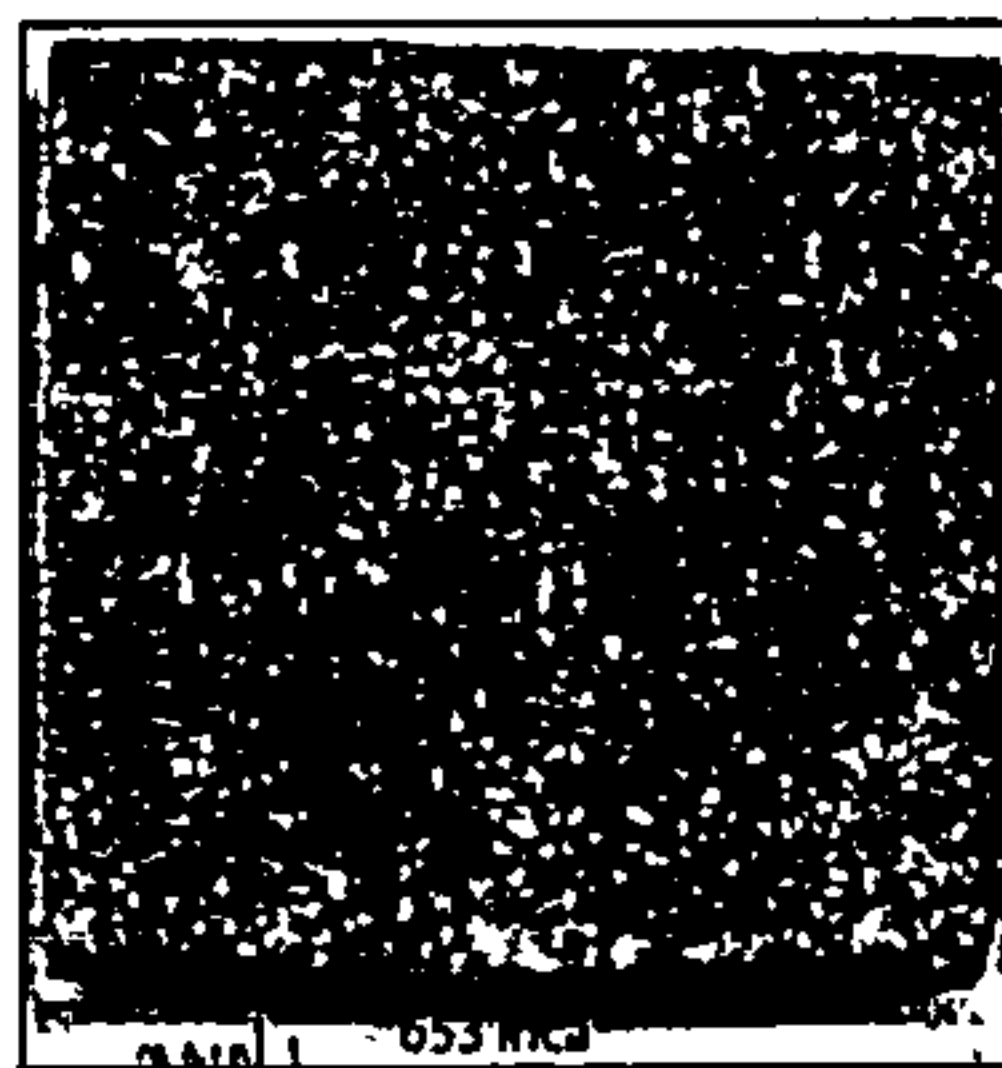
CONTACT NAME: SCHARLES WILDER

TELEPHONE: 306-8238 EMAIL: hillpluswilder@gmail.com





**BRICK ELEVATION COLORS**



job title  
**CHURCH'S COLOR ELEVATION**

SCALE: N.T.S.

job no  
**H13001**

date  
**5-8-13**

**H + W architecture**

2200 Wilder Lane NW  
 tel. 505.306.8238  
 email: hallpluswilder@gmail.com



DEVELOPMENT REVIEW BOARD SUPPLEMENTAL SUBMITTAL

TO:  ALL MEMBERS

PROJECT NO. 100 4354

Jack Cloud, DRB Chairman, Planning Department

Curtis Cherne, P.E., Hydrology

Kristal Metro, P.E., Transportation Development

Allan Porter, P.E., Albuquerque/ Bernalillo Co. WUA

Christina Sandoval, Parks/Municipal Development

NEXT HEARING DATE: July 24, 2013

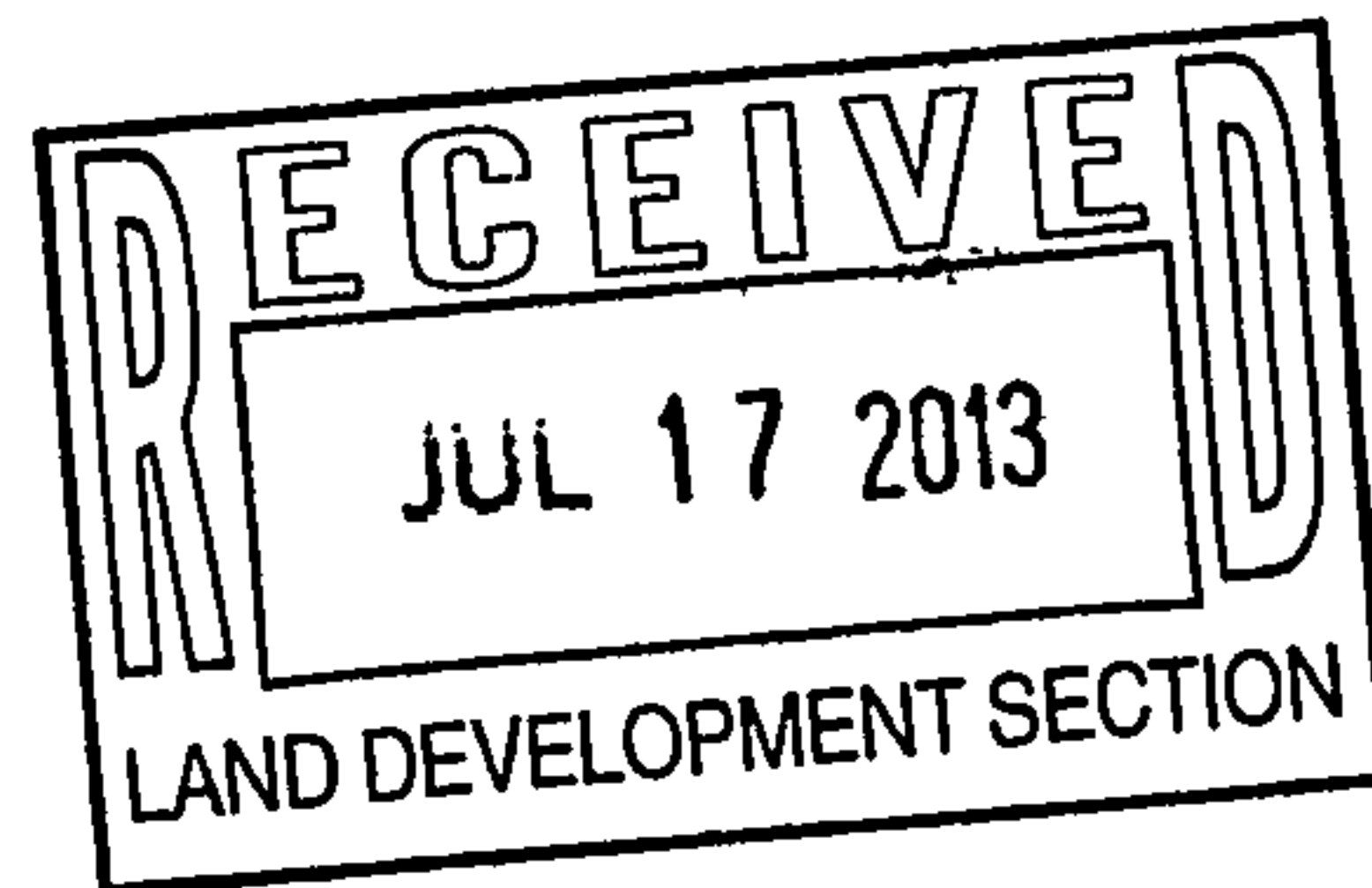
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SUBMITTAL DESCRIPTION: REVISE SHEET 3 TO

ADD DECLARATION OF EASEMENTS NOTE

\* Copy of Declaration of Easements.

\* Revised "Existing Exhibit" showing correct ROW Along 98<sup>th</sup>



CONTACT NAME: Sheldon Greer

TELEPHONE: 264-0472 EMAIL: sgreer@swcp.com

Doc# 2013079778

07/17/2013 11:22 AM Page. 1 of 11  
EASE R:\$25.00 M. Toulouse Oliver, Bernalillo County

RECORDING REQUESTED BY  
AND AFTER RECORDING  
RETURN TO:

Pete Daskalos Properties  
5319 Menaul Blvd NE  
Albuquerque, NM 87110

### DECLARATION OF EASEMENTS AGREEMENT

This DECLARATION OF EASEMENTS AGREEMENT (this "Agreement") is made effective the \_\_\_\_ day of July, 2013, by Krania, LLC, a New Mexico limited liability company, and its successors and assigns and Monahitti, LLC, a New Mexico limited liability company (collectively "Declarant"), which declares that the real property comprised of all the Lots 1-6 and Tract A legally described in the attached Exhibit "A" and as shown on attached Exhibit "B" ("Property") and incorporated herein by reference, to be known in the aggregate as "Krania" and "Monahiti", which is currently owned by the Declarant, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the easements hereinafter set forth.

#### ARTICLE I

#### EASEMENTS, RESTRICTIONS, AND MISCELLANEOUS OBLIGATIONS

1.1 Grant of Ingress/Egress Easement. Declarant hereby establishes, grants and conveys for the benefit of the entire Property, each owner thereof, its successors, assigns and lessees, a perpetual, non-exclusive, easement over and across the driveways of the Property, as they exist today and as they shall exist from time to time in the future, in order to provide continuous, uninterrupted vehicular ingress and egress to and from the Property and 98<sup>th</sup> Street NW; to and from the Property and Volcano Road NW; and to and from the Property and Central Avenue NW ("Ingress/Egress Easement Area"). Each owner shall maintain or cause to be maintained the Ingress/Egress Easement Area in reasonably good order and condition including maintenance, repair, reconstruction and snow and ice clearing so long as reasonable vehicular access is provided at all times during the performance of such work. If it is reasonably likely that maintenance, repair or replacement activities will interfere with use of the Ingress/Egress Easement Area, the party performing such work shall give the other owner(s) advance notice, except in the case of emergency repairs and in that instance notice that is reasonable under the circumstances. Should any owner fail to repair and maintain the Ingress/Egress Easement Area or otherwise fulfill its obligations under this Agreement, then in such case, Declarant and/or its successors and assigns shall have the right to perform such maintenance services upon thirty (30) days' notice and opportunity to cure and thereafter submit invoices to such owner for repayment. Such owner agrees to pay such invoices within ten (10) days of receipt thereof.

1.2 Grant of Cross-Lot Water Drainage Easement. Declarant hereby establishes, grants and conveys for the benefit of the entire Property, each owner thereof, its successors, assigns and lessees, a perpetual, non-exclusive, cross-lot water drainage easement over, upon, under and across the Property



for the benefit of each other lot, for the purposes of drainage of storm water ("Cross-Lot Water Drainage Easement Area"). To the extent not maintained by a public utility, each owner shall maintain or cause to be maintained the Cross-Lot Water Drainage Easement Area of each lot to ensure the flow of drainage water over upon, under and across the Property in accordance with Declarants drainage plans. Should any owner fail to repair and maintain the Cross-Lot Water Drainage Easement Area improvements located on its lot or otherwise fulfill its obligations under this Agreement, then in such case, Declarant and/or its successors and assigns shall have the right to perform such maintenance services upon thirty (30) days' notice and opportunity to cure and thereafter submit invoices to such owner for repayment. Such owner agrees to pay such invoices within ten (10) days of receipt thereof.

1.1 Grant of Cross-Parking Easement. Declarant hereby establishes, grants and conveys for the benefit of the entire Property, each owner thereof, its successors, assigns and lessees, a perpetual, non-exclusive, cross-parking easement over and across the parking areas of each lot as they exist today and as they shall exist in the future ("Cross-Parking Easement Area"). Each owner shall maintain or cause to be maintained the Cross-Parking Easement Area and to perform any required maintenance, repair, or replacement to the Cross-Parking Easement Area so long as reasonable vehicular access is provided at all times during the performance of such work. If it is reasonably likely that maintenance, repair or replacement activities will interfere with use of the Cross-Parking Easement Area, the party performing such work shall give the other owners advance notice, except in the case of emergency repairs and in that instance notice that is reasonable under the circumstances. Should any owner fail to repair and maintain the Cross-Parking Easement Area or otherwise fulfill its obligations under this Agreement, then in such case, Declarant and/or its successors and assigns shall have the right to perform such maintenance services upon thirty (30) days' notice and opportunity to cure and thereafter submit invoices to such owner for repayment. Such owner agrees to pay such invoices within ten (10) days of receipt thereof.

## ARTICLE II INSURANCE

2.1 Insurance. Each owner of the Property shall each continuously maintain or cause to be maintained a policy of commercial general liability insurance with limits of not less than two million dollars (\$2,000,000.00) and shall name the other owner(s) as additional insureds. Such policy shall be issued by entities with an A.M. Best Rating of A-VII or higher. Each owner shall supply a certificate of insurance evidencing such coverage within fifteen (15) days after written request by any other owner. Such insurance policies shall be issued by insurance companies licensed to issue insurance in New Mexico. By mutual agreement, the parties may, from time to time, establish higher insurance limits as are customarily carried on property in the New Mexico area with uses similar to those located on the parties' respective lands.

## ARTICLE III DEFAULT

3.1 Event of Default. In the event that a breach of the terms of this Agreement shall continue for a period of thirty (30) days after receipt by the defaulting Party of written notice of the same, any other fee simple owner of any property within the Project shall be entitled to cure such breach in addition to all remedies at law or in equity, provided that such injured Party furnishes prior written notice to the defaulting Party. All reasonable expenses required to cure the breach shall be paid by the defaulting Party within thirty (30) days after receipt of written evidence confirming the payment of such expenses. Any sums due from one Party to another Party hereunder which remain unpaid after expiration of such thirty (30) day period shall accrue interest from the date the defaulting Party receives such written notice at the Default Rate (as defined herein), and shall be payable upon demand together with reasonable attorneys'



fees incurred in connection with the collection of such sums. Further, if such sums remain unpaid for more than sixty (60) days after the due date, the Party to which such sums are owing may seek any and all remedies available at law and all costs and expense (including, without limitation, court costs and the reasonable amount of attorney's fees) shall be payable by the Party in default.

#### **ARTICLE IV MISCELLANEOUS**

**4.1 Captions.** The captions of the various sections and articles of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Agreement and they shall not affect the interpretation hereof and shall not be considered nor referred to in resolving questions of interpretation and construction.

**4.2 Headings.** Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Agreement. All such Exhibits constitute a part of this Agreement and by this Section are expressly made a part hereof.

**4.3 Term of this Agreement.** This Agreement shall be effective as of the date first written above and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners of the Property.

**4.4 Amendment.** No part of this Agreement may be terminated or modified without the prior written consent of each of the fee simple owners of the Property.

**4.5 Default Interest.** All sums due and owing under this Agreement which are not paid on or before the date the same is due and payable, shall bear interest at the rate (the "**Default Rate**") of three percent (3%) per annum over the prime rate of interest published from time to time in the Money Rates Section of the Wall Street Journal or such similar publication (but in no event exceeding the maximum lawful rate of interest) from the date the same is due and payable until the date of reimbursement.

**4.6 Attorney's Fees.** In the event of litigation by reason of this Agreement, or otherwise to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees in addition to all other expenses incurred by such litigation.

**4.7 No Partnership.** This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the any of the parties hereto or the fee simple owners of the Project, and their respective tenants, licensees or occupants.

**4.8 Waiver.** A waiver of any provision of this Agreement or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Agreement shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

**4.9 Severability.** Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

**4.10 Notices.** All notices and approvals required or permitted under this Agreement shall be served by certified mail, return receipt requested, or by nationally recognized overnight courier, to the applicable address set forth herein below and/or, as applicable, the address of any owner of the Property

who has furnished notice in accordance with the terms hereof. Date of service of notice or approval shall be the earlier of the date such notice is actually received or refused.

If to Declarant:                   Krania, LLC & Monahiti, LLC  
5319 Menaul Blvd NE  
Albuquerque, NM 87109

Attn: Pete Daskalos

or such other addresses as Declarant or an owner may designate upon prior written notice delivered in a manner authorized herein.

**4.11 Run with the Land.** All of the provisions hereof are and shall be real covenants running with the title to the P and shall burden and bind said property for the duration hereof. To that end, this Agreement shall be deemed incorporated into all deeds and conveyances hereinafter made by any Party. Every person, including a mortgagee, acquiring or holding any interest or estate in any portion of the Property shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Agreement; and in accepting such interest or estate in, or a security interest with respect to, any portion of the Property, such person shall be deemed to have assented to this Agreement and all of the terms and provisions hereof.

**4.12 Successors and Assigns.** All of the provisions hereof shall inure to the benefit of, and be enforceable by, the Parties hereto and their respective legal representatives, heirs, successors, and assigns. If a Party (for purposes of this section, the "**Transferring Party**") hereto sells, transfers or otherwise conveys its interest in and to all or a portion of the Property, then such Transferring Party (but not its property burdened hereby) shall be released from all further future duties, obligations and liabilities accruing under this Agreement from and after the date of such transfer and the purchaser or transferee of such property shall be deemed to have assumed and agreed to carry out any and all of the covenants and obligations under this Agreement of the Transferring Party.

**4.13 Estoppel Certificate.** Within ten (10) days following receipt of written request from any owner of the Property, the owner who is the receiving party of such request, shall execute, acknowledge, and deliver to the requesting party an instrument stating, if the same be true, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to its reasonable knowledge, there are no offsets, defenses or counterclaims with respect to the payment of any sums owing hereunder or in the performance of the other terms, covenants, and conditions hereof to be performed, and that as of such date no default has been declared hereunder and such other matters as may be reasonably requested.

**4.14 No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any part of the Property to the public, or for the public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

**4.15 Agreement for Exclusive Benefit of Parties.** This Agreement is not intended to confer any benefit upon any person, party or entity other than Declarant and its successors or assigns, and no other person, party or entity shall be entitled to make any claim under or by virtue of this Agreement or any of the provisions hereof.

**4.16 Time of Essence.** Time is of the essence with respect to the performance of each of the



terms, provisions, covenants and conditions contained in this Agreement.

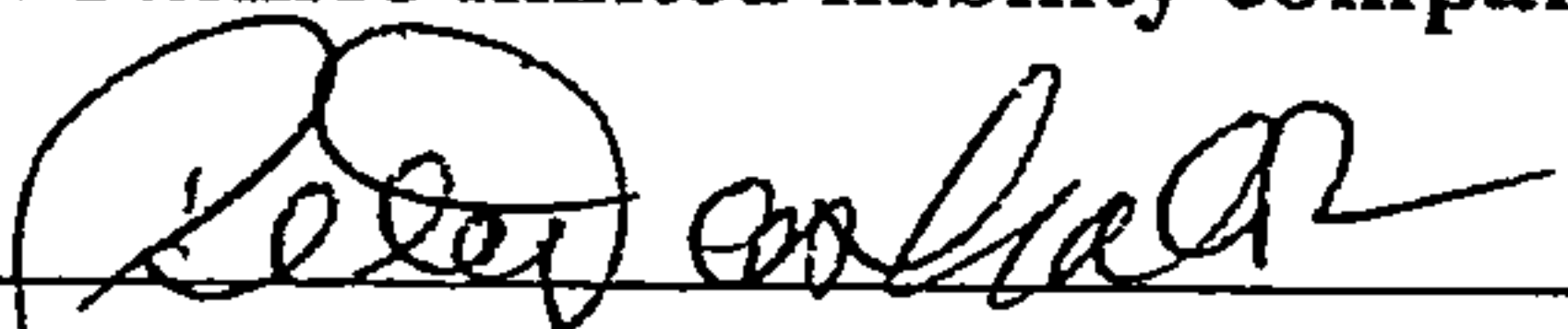
**4.17 Governing Law.** THIS AGREEMENT, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW MEXICO (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

**4.18 Recording.** The Declarant shall cause this Agreement to be recorded against the Declarant Property.

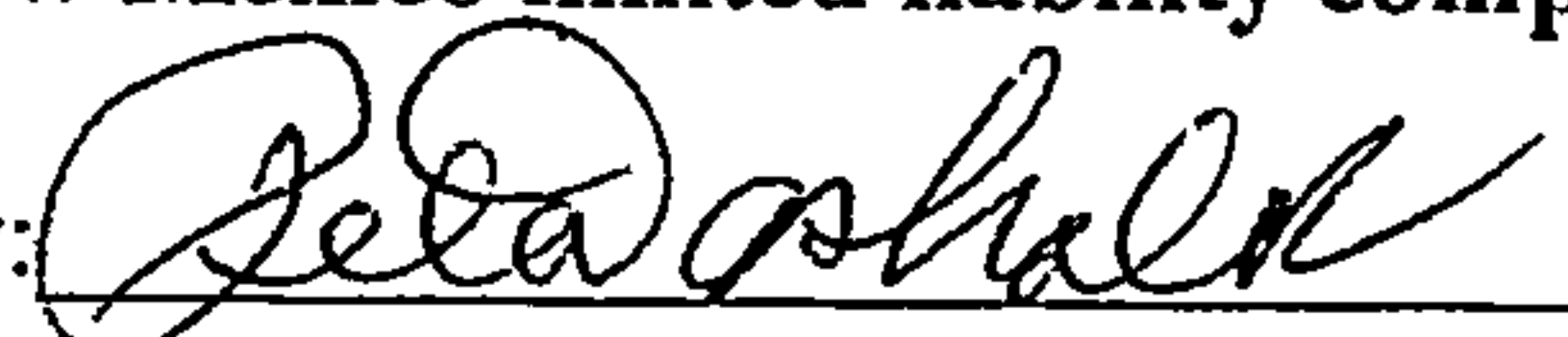
**4.19 Mechanics Liens.** The easements contained herein shall not be subjected to liens of any nature by reason of any construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements on the easements, or by reason of any other act or omission of any owner (or of any person claiming by, through or under such owner) including, but not limited to, mechanics' and materialmen's liens. If a lien, a claim of lien or an order for the payment of money shall be imposed against the easement(s) on account of work performed, or alleged to have been performed, for or on behalf of any owner, said owner shall, within thirty (30) days after written demand by any other owner to do so, cause the easement area(s) to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. Such owner may, at its option, contest the validity of any lien or claim of lien if said owner shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the easement area(s) from such lien. If judgment is obtained by the claimant under any lien, said owner shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken and obtain a release of such lien in writing.

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective the date first hereinabove set forth.

**Krania, LLC, a  
New Mexico limited liability company**

By:   
Its: Managing Member  
Dated: 7/18/13

**Monahitti, LLC, a  
New Mexico limited liability company**

By:   
Its: Managing Member  
Dated: 7/18/13

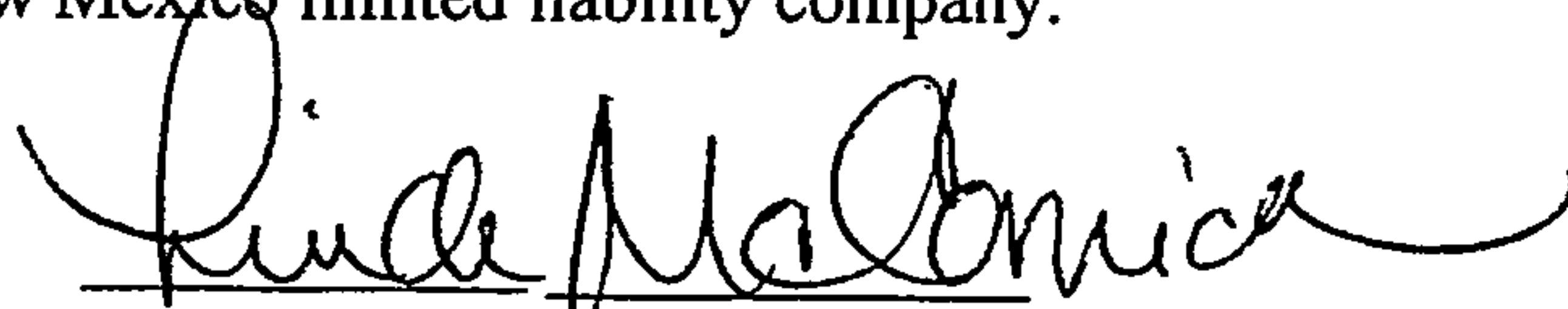


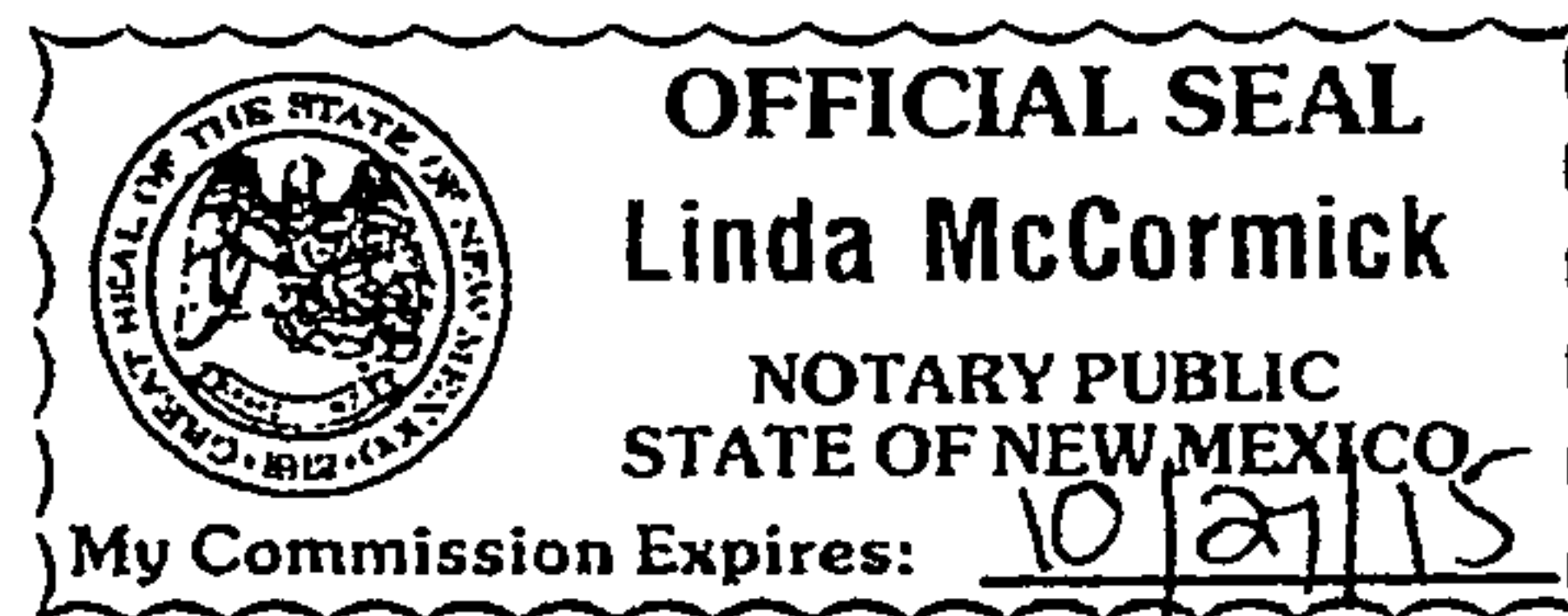
STATE OF NEW MEXICO )  
 )  
COUNTY OF EBRMALILLO )

This instrument was acknowledged before me on July 15, 2013, by  
Pete Daskalos, Manager of Krania, LLC, a New Mexico limited liability company.

MY COMMISSION EXPIRES:

October 27, 2015

  
NOTARY PUBLIC

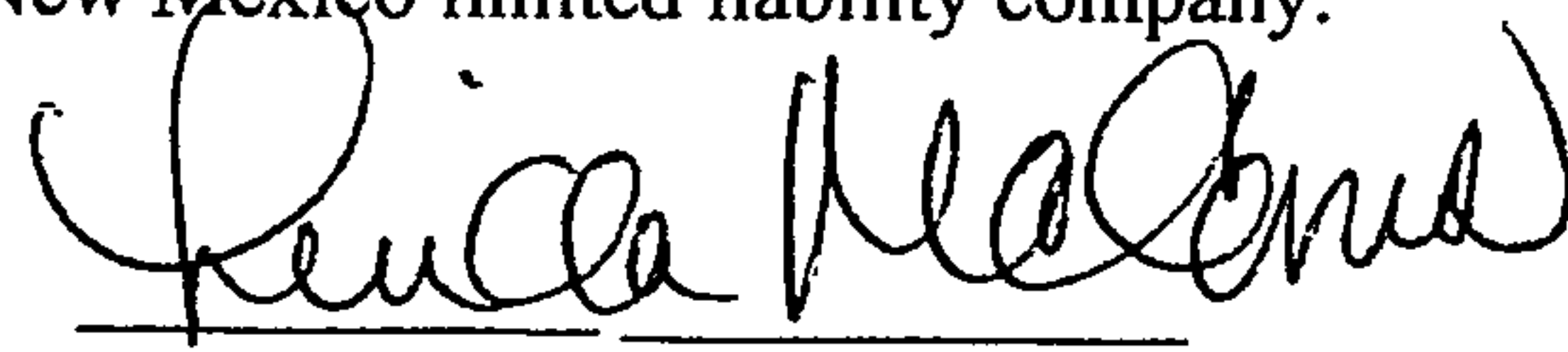


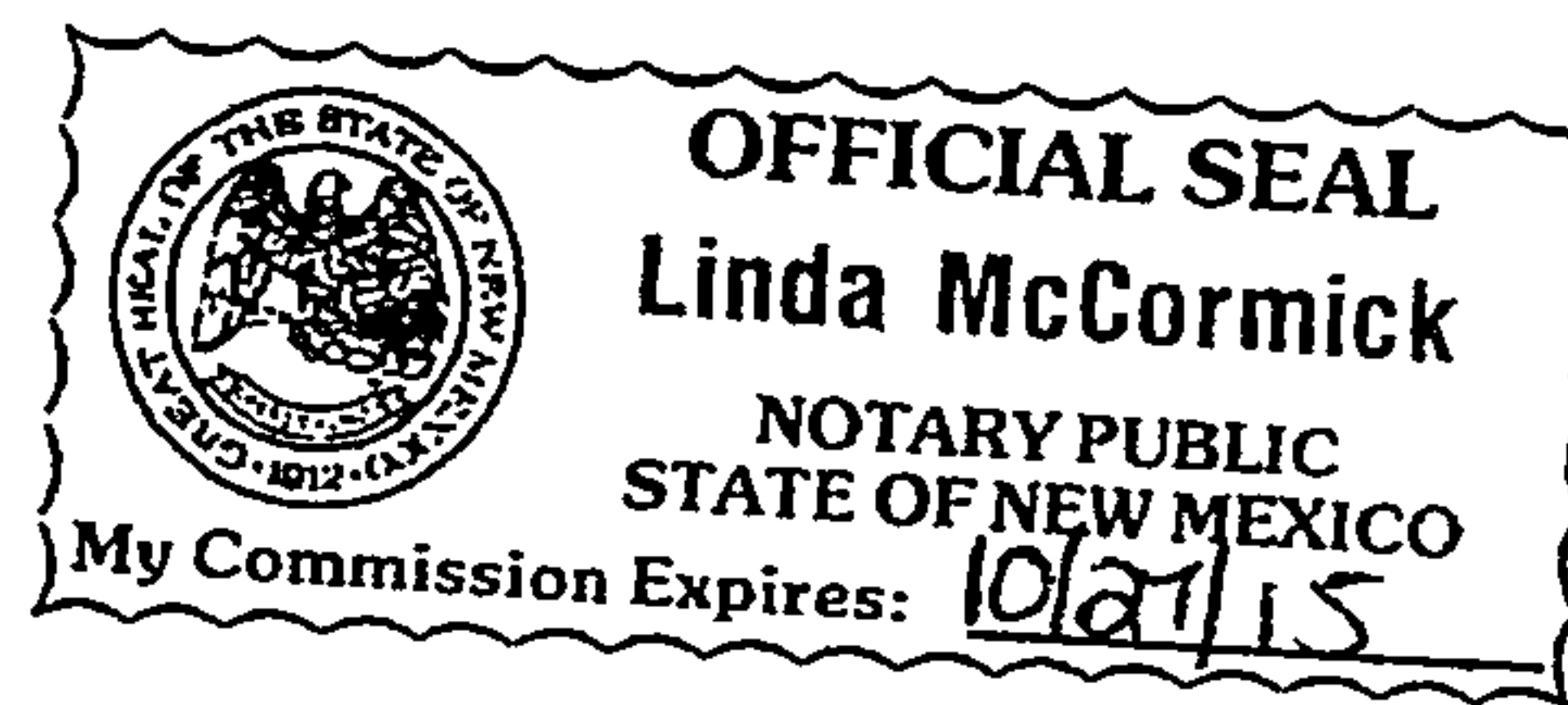
STATE OF NEW MEXICO )  
 )  
COUNTY OF EBRMALILLO )

This instrument was acknowledged before me on July 15, 2013, by  
Pete Daskalos, Manager of Monahitti, LLC, a New Mexico limited liability company.

MY COMMISSION EXPIRES:

October 27, 2015

  
NOTARY PUBLIC



**EXHIBIT "A"**

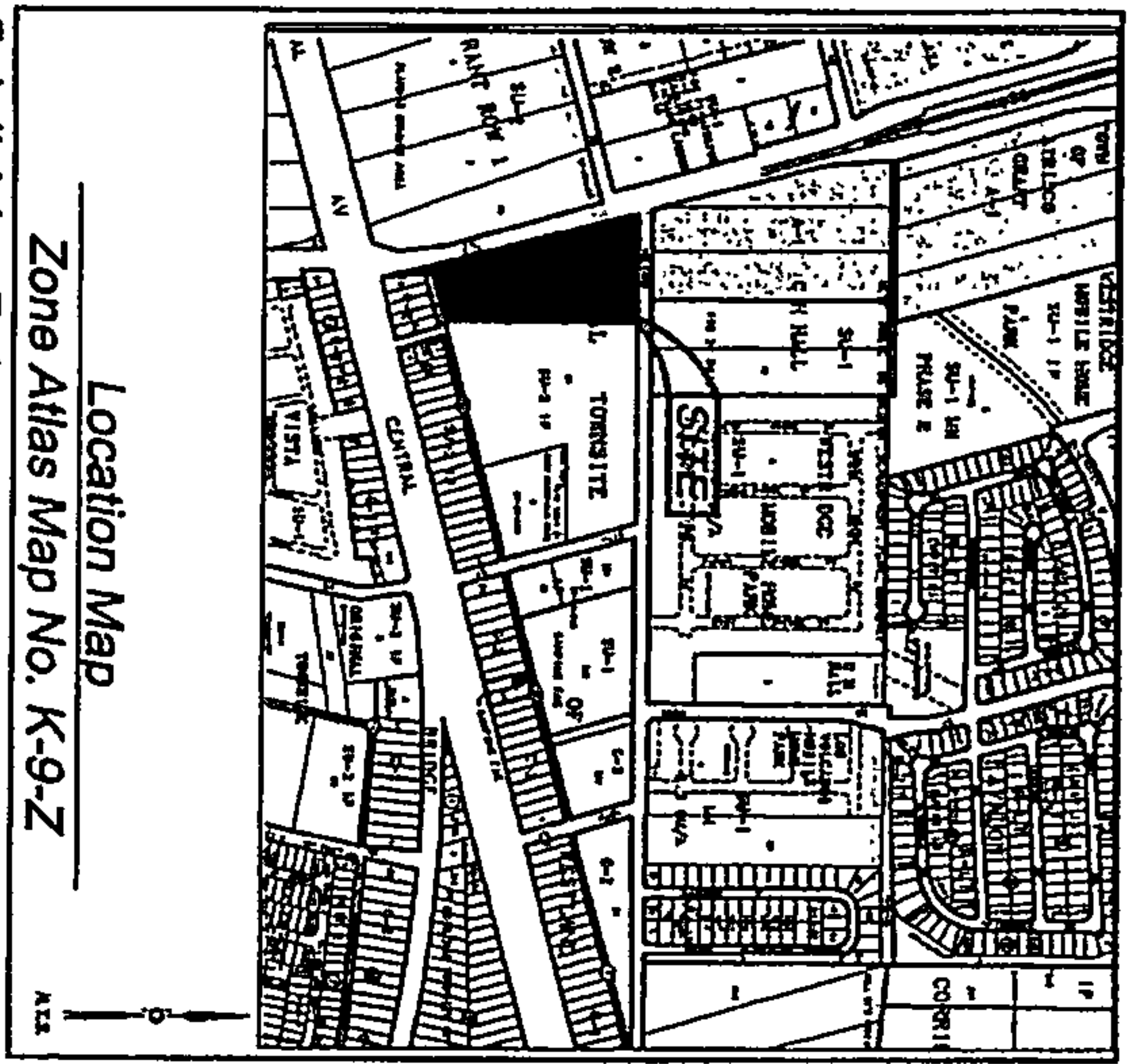
**PROPERTY LEGAL DESCRIPTION**

**KRANIA:**

LT 1 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT 4.7944 AC  
LT 2 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT 1.1172 AC  
LT 3 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT .8333 AC  
LT 4 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT .7459 AC  
LT 5 PLAT OF LOTS 1,2,3,4,5&6 KRANIS CONT .4126 AC  
LT 6 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT .1499 AC

**MONAHITTI:**

**TR A PLAT OF TRACT A MONAHITI SUBDIVISION CONT 1.3566 AC**



**Subdivision Data:**  
 CROSS SUBDIVISION AGENCIES: 8,2000 ACRES  
 ZONE ATLAS NUMBER: K-9-Z  
 NO. OF TRACTS CREATED: 0  
 DATE OF SURVEY: APRIL 2004, FIELD VERIFIED JULY 2006

**Disclosure Statement:**  
 THIS PLAT IS TO REVEAL THE REMAINING PORTIONS OF THE EXISTING TRACTS AND SIX NEW LOTS, DEDICATE NOW AND TO GRANT EASEMENTS.

- Notes:**
1. LEGAL DATA: ZONING S1-2 B
  2. BEAUNGS SHOWN ARE GROUND BEAUNGS (NEW MEXICO STATE PLUMB CENTRAL ZONE - M10 1927).
  3. ALL DISTANCES ARE GROUND DISTANCES-US SURVEY FOOT.
  4. THIS PROPERTY LIES WITHIN PROJECTED SECTION 21, TOWNSHIP 10 NORTH, RANGE 2 EAST, TOWN OF ATRISCO GRANT, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO.
  5. PLAT SHOWS ALL EASEMENTS OF RECORD.
  6. SP NO. 2004010001.

**Easements**

- THIS PLAT SHOWS EXISTING RECORDED AND APPARENT EASEMENTS AS NOTED.
1. PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:
    - a. PUBLIC UTILITY EASEMENTS FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, COMMUNICATION FACILITIES, TRANSMISSIONS, POLES AND ANY OTHER EQUIPMENT, STRUCTURES AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICE.
    - b. NATURAL GAS SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS.
    - c. OIL/GAS SERVICES FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF ALL BURIED AND AERIAL COMMUNICATION LINES AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES, INCLUDING BUT NOT LIMITED TO ABOVE GROUND FEEDSTAYS AND CLOSURES.
    - d. CONDUIT CABLE FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF SUCH LINES CABLE AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE TV SERVICE.
  2. INCLUDED IS THE RIGHT TO BUILD, REPAIR, RECONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, ALTER, REVERSE, OPERATE, AND MAINTAIN FACILITIES FOR THE PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO FROM, AND OVER SAID EASEMENTS INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRICAL TRANSDUCERS, WITH THE RIGHT AND PRIVILEGE TO TAP AND REMOVE THESE SERVICES OR BUSES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN, NO BUILDING, SIGN, POOL (ABOVEGROUND OR UNDERGROUND), OR OTHER STRUCTURE OR OBJECT SHALL BE ERRECTED OR MAINTAINED ON OR OVER SAID EASEMENTS OR CONDUIT CABLE OR OVERLAPPING THEREON, EXCEPT AS NOTED ABOVE AND THAT ALL ENCROACHMENTS EXIST EXCEPT AS NOTED ABOVE AND THAT ALL IMPROVEMENTS ARE SHOWN IN THEIR CORRECT LOCATION RELATIVE TO RECORD BOUNDARIES AS LOCATED BY THIS SURVEY.

IN APPROVING THIS PLAT, PNM ELECTRIC SERVICES AND GAS SERVICES (PNM) DO NOT CONVEY A TITLE SEARCH OF THE PROPERTIES HEREON, CONSEQUENTLY, PNM DOES NOT HAVE NOR RELIEVE ANY EASEMENT OR EASEMENT RIGHTS TO WHICH IT MAY BE ENTITLED.

RECORDER'S STAMP  
 0004 2007104091  
 2007104091  
 2007104091

**Legal Description**

A TRACT OF LAND LYING AND SITUATED WITHIN THE TOWN OF ATRISCO GRANT, PROJECTED SECTION 21, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO, PRINCIPALLY BERNALILLO COUNTY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMMENSURING OF THE REMAINING PORTION OF TRACT LETTERED "O" AS DESCRIBED IN QUINCY DEED RECORDED ON JUNE 12, 1959, IN BOOK 0496, PAGE 85, DOCUMENT NUMBER 21744, RECORDS OF BERNALILLO COUNTY, NEW MEXICO AND THE REMAINING WESTLY PORTION OF LOT NUMBERED TWENTY-SEVEN (27) IN BLOCK NUMBERED TWENTY-NINE (29) OF THE ORIGINAL TOWNSHIP OF WESTLAND AS THE SAME ARE SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON JUNE 21, 1925, IN BOOK 02, FOLIO 53, SAID REMAINING PORTION AS DESCRIBED IN LEASE DEED RECORDED ON MARCH 02, 1942, IN VOLUME "C" LETTERS PAGE 443, RECORDS OF BERNALILLO COUNTY, NEW MEXICO SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLUMB COORDINATE (US SURVEY FOOT) AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF DESCRIBED TRACT LYING ON THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SOUTH STREET, NW AND THE NORTH RIGHT OF WAY LINE OF CENTRAL AVENUE, NW FROM WHENCE A TIE TO ALBUQUERQUE CONTROL SURVEY MONUMENT 70-17 BEARS S 30°05'14" W, A DISTANCE OF 88.07 FEET;

THENCE FROM SAID BEGINNING POINT, ALONG SAID EAST RIGHT OF WAY LINE, N 14°59'24" W, A DISTANCE OF 22.18 FEET TO AN ANGLE POINT MARKED BY SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "S 11983";

THENCE N 10°38'23" W, A DISTANCE OF 010.44 FEET TO A POINT OF CURVATURE MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "S 11983";

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 314.80 FEET, AND ARC LENGTH OF 203.22 FEET, A DELTA ANGLE OF 03°27'07" A CHORD BEARING OF N 14°59'24" W, AND A CHORD DISTANCE OF 30.18 FEET TO A POINT OF TANGENCY MARKED BY A SET REBAR WITH YELLOW PLASTIC CAP "S 11983";

THENCE N 14°40'39" W, A DISTANCE OF 148.02 FEET TO THE NORTHWEST CORNER OF DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "S 11983" LYING ON THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE OF SOUTH STREET, NW, AND THE SOUTH RIGHT OF WAY LINE OF VOLCANO ROAD, NW;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF VOLCANO ROAD, NW, S 89°46'41" E, A DISTANCE OF 288.82 FEET TO AN ANGLE POINT MARKED BY A FOUND 1" IRON PIPE;

THENCE S 89°17'28" E, A DISTANCE OF 236.14 FEET TO THE NORTHEAST CORNER OF DESCRIBED TRACT MARKED BY A FOUND PK NAIL RISER A 3" IRON PIPE;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, S 01°26'11" W, A DISTANCE OF 887.38 FEET TO THE SOUTHEAST CORNER OF DESCRIBED TRACT MARKED BY A FOUND 1/2" REBAR;

THENCE S 74°55'40" W, A DISTANCE OF 227.31 FEET TO AN ANGLE POINT MARKED BY A FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP THENCE S 00°20'45" W, A DISTANCE OF 20.88 FEET TO AN ANGLE POINT MARKED BY A FOUND 1/2" IRON PIPE;

THENCE S 00°19'25" W, A DISTANCE OF 207.28 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 8694.00 ACRES (357,581 SQ. FT.) MORE OR LESS, NOW COMPRISING LOTS 1, 2, 3, 4, 5 AND 6, HEREIN.

**Free Consent and Dedication**

THE REBAR SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE LAND OWNERS AND INTERESTED PARTIES, THE EXISTING PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF THE EXISTING ELECTRICAL, COMMUNICATION, UNDERGROUND UTILITIES AND OVERHEAD DISTRIBUTION LINES, POLES AND ANY OTHER EQUIPMENT, AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT OF ACCESS AND SERVICE, SAID OWNER AND/OR PROPRIETOR DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEN FREE ACT AND DEED, SAID OWNERS WARRANT THAT THEY HOLD AROUND THEIR COMPLETE AND INDEFENSIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

SAID OWNER AND/OR PROPRIETOR DOES HEREBY GRANT ALL EASEMENTS AS SHOWN HEREON WITH LISTED BENEFICIARIES AND STIPULATIONS.

SAID OWNER AND/OR PROPRIETOR DOES HEREBY DENY, ABORTIVELY, ALL PUBLIC RIGHT OF WAY SHOWN HEREON TO THE CITY OF ALBUQUERQUE IN FEE SIMPLE WITH WARRANTY COVENANTS.

*Legal Description*

**Acknowledgment**

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF January, 2007 BY PEGGY DAVILAOS, KRANIA, LLC

BY *Michelle R. O'By*, Notary Public, LV COMMISSION EXPIRES: 8/11/10

Plat of  
 Lots 1, 2, 3, 4, 5, and 6  
**Krania**  
 Albuquerque, Bernalillo County, New Mexico  
 January 2007

Project No. 1004354  
 Application No. 07BRB-00032

**Utility Approvals**

PNM ELECTRIC SERVICES	7-16-07
PNM GAS SERVICES	7-16-07
QUEST TELECOMMUNICATIONS	7-16-07
NEW MEXICO UTILITIES	7-16-07

**City Approvals**

CITY SURVEYOR	1-11-07
REAL PROPERTY DIVISION	7/11/07
ENVIRONMENTAL HEALTH DEPARTMENT	7/11/07
TRAFFIC ENGINEERING, TRANSPORTATION DEPARTMENT	7-11-07
WATER TREATMENT DEPARTMENT	7-11-07
PARKS AND RECREATION DEPARTMENT	7/11/07
PLANNING DEPARTMENT	7/11/07

**Surveyor's Certificate**

1. LARRY W. MERRIAM, A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MANUAL REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE AND OF STANDARDS FOR LAND SURVEYS OF THE N.M. BOARD OF LICENSED PROFESSIONAL SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT NO ENCROACHMENTS EXIST EXCEPT AS NOTED ABOVE AND THAT ALL IMPROVEMENTS ARE SHOWN IN THEIR CORRECT LOCATION RELATIVE TO RECORD BOUNDARIES AS LOCATED BY THIS SURVEY.

THEASUROR'S CERTIFICATE	7/11/07
PAID ON LINE: 108105700000000101	7/11/07
PROPERTY OWNER OF RECORD	7/11/07
RECORDING OFFICE:	7/11/07
RECORDING NUMBER:	7/11/07

**PRECISION SURVEY, INC.**  
 85004 Jefferson Street, NE  
 Albuquerque, NM 87113  
 966.422.8011 TOLL FREE  
 505.856.5700 PHONE  
 505.856.5700 FAX



# Exhibit B

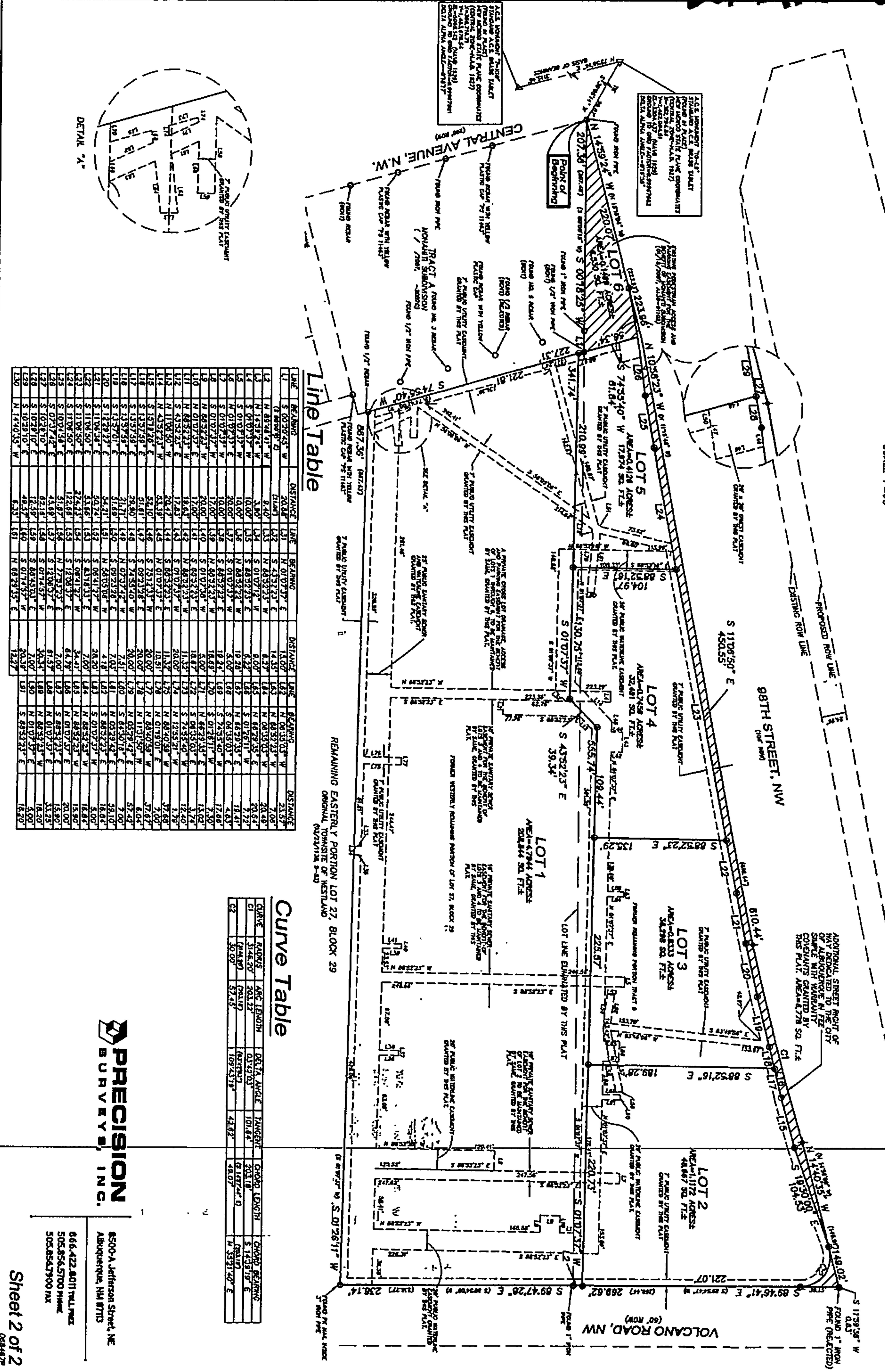
## Legend

- (N 89°00'00" E) RECORD EXAMINE AND DISTANCE
- (N 89°00'00" E) SHOW IN PARALLELS
- (N 89°00'00" E) RECORD EXAMINE AND DISTANCE
- (N 89°00'00" E) SHOW IN PARALLELS
- (N 89°00'00" E) RECORD EXAMINE AND DISTANCE
- (N 89°00'00" E) SHOW IN PARALLELS
- (N 89°00'00" E) RECORD EXAMINE AND DISTANCE
- (N 89°00'00" E) SHOW IN PARALLELS



Doc# 2007104091  
 ALBUQUERQUE COUNTY  
 RECORD EXAMINE AND DISTANCE  
 SHOW IN PARALLELS

Plat of  
 Lots 1, 2, 3, 4, 5, and 6  
**Krania**  
 Albuquerque, Bernalillo County, New Mexico  
 June 2007



Line Table

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	S 00°50'43" W	20.08	11	N 01°07'37" E	13.00
2	S 89°46'41" W	8.40	12	S 43°52'23" E	14.35
3	N 14°59'24" W	2.80	13	N 08°53'23" W	7.08
4	S 01°07'37" W	10.00	14	S 01°07'12" W	6.00
5	S 01°07'37" W	10.00	15	S 88°52'23" E	20.64
6	S 01°07'37" W	10.00	16	S 01°07'37" W	18.41
7	S 01°07'37" W	10.00	17	S 01°07'37" W	4.83
8	S 01°07'37" W	10.00	18	S 88°52'23" E	17.66
9	S 01°07'37" W	10.00	19	S 01°07'37" W	7.50
10	S 01°07'37" W	10.00	20	S 01°07'37" W	13.02
11	S 01°07'37" W	10.00	21	S 01°07'37" W	12.40
12	S 01°07'37" W	10.00	22	S 01°07'37" W	12.40
13	S 01°07'37" W	10.00	23	S 01°07'37" W	12.40
14	S 01°07'37" W	10.00	24	S 01°07'37" W	12.40
15	S 01°07'37" W	10.00	25	S 01°07'37" W	12.40
16	S 01°07'37" W	10.00	26	S 01°07'37" W	12.40
17	S 01°07'37" W	10.00	27	S 01°07'37" W	12.40
18	S 01°07'37" W	10.00	28	S 01°07'37" W	12.40
19	S 01°07'37" W	10.00	29	S 01°07'37" W	12.40
20	S 01°07'37" W	10.00	30	S 01°07'37" W	12.40
21	S 01°07'37" W	10.00	31	S 01°07'37" W	12.40
22	S 01°07'37" W	10.00	32	S 01°07'37" W	12.40
23	S 01°07'37" W	10.00	33	S 01°07'37" W	12.40
24	S 01°07'37" W	10.00	34	S 01°07'37" W	12.40
25	S 01°07'37" W	10.00	35	S 01°07'37" W	12.40
26	S 01°07'37" W	10.00	36	S 01°07'37" W	12.40
27	S 01°07'37" W	10.00	37	S 01°07'37" W	12.40
28	S 01°07'37" W	10.00	38	S 01°07'37" W	12.40
29	S 01°07'37" W	10.00	39	S 01°07'37" W	12.40
30	S 01°07'37" W	10.00	40	S 01°07'37" W	12.40
31	S 01°07'37" W	10.00	41	S 01°07'37" W	12.40
32	S 01°07'37" W	10.00	42	S 01°07'37" W	12.40
33	S 01°07'37" W	10.00	43	S 01°07'37" W	12.40
34	S 01°07'37" W	10.00	44	S 01°07'37" W	12.40
35	S 01°07'37" W	10.00	45	S 01°07'37" W	12.40
36	S 01°07'37" W	10.00	46	S 01°07'37" W	12.40
37	S 01°07'37" W	10.00	47	S 01°07'37" W	12.40
38	S 01°07'37" W	10.00	48	S 01°07'37" W	12.40
39	S 01°07'37" W	10.00	49	S 01°07'37" W	12.40
40	S 01°07'37" W	10.00	50	S 01°07'37" W	12.40
41	S 01°07'37" W	10.00	51	S 01°07'37" W	12.40
42	S 01°07'37" W	10.00	52	S 01°07'37" W	12.40
43	S 01°07'37" W	10.00	53	S 01°07'37" W	12.40
44	S 01°07'37" W	10.00	54	S 01°07'37" W	12.40
45	S 01°07'37" W	10.00	55	S 01°07'37" W	12.40
46	S 01°07'37" W	10.00	56	S 01°07'37" W	12.40
47	S 01°07'37" W	10.00	57	S 01°07'37" W	12.40
48	S 01°07'37" W	10.00	58	S 01°07'37" W	12.40
49	S 01°07'37" W	10.00	59	S 01°07'37" W	12.40
50	S 01°07'37" W	10.00	60	S 01°07'37" W	12.40
51	S 01°07'37" W	10.00	61	S 01°07'37" W	12.40
52	S 01°07'37" W	10.00	62	S 01°07'37" W	12.40
53	S 01°07'37" W	10.00	63	S 01°07'37" W	12.40
54	S 01°07'37" W	10.00	64	S 01°07'37" W	12.40
55	S 01°07'37" W	10.00	65	S 01°07'37" W	12.40
56	S 01°07'37" W	10.00	66	S 01°07'37" W	12.40
57	S 01°07'37" W	10.00	67	S 01°07'37" W	12.40
58	S 01°07'37" W	10.00	68	S 01°07'37" W	12.40
59	S 01°07'37" W	10.00	69	S 01°07'37" W	12.40
60	S 01°07'37" W	10.00	70	S 01°07'37" W	12.40
61	S 01°07'37" W	10.00	71	S 01°07'37" W	12.40
62	S 01°07'37" W	10.00	72	S 01°07'37" W	12.40
63	S 01°07'37" W	10.00	73	S 01°07'37" W	12.40
64	S 01°07'37" W	10.00	74	S 01°07'37" W	12.40
65	S 01°07'37" W	10.00	75	S 01°07'37" W	12.40
66	S 01°07'37" W	10.00	76	S 01°07'37" W	12.40
67	S 01°07'37" W	10.00	77	S 01°07'37" W	12.40
68	S 01°07'37" W	10.00	78	S 01°07'37" W	12.40
69	S 01°07'37" W	10.00	79	S 01°07'37" W	12.40
70	S 01°07'37" W	10.00	80	S 01°07'37" W	12.40
71	S 01°07'37" W	10.00	81	S 01°07'37" W	12.40
72	S 01°07'37" W	10.00	82	S 01°07'37" W	12.40
73	S 01°07'37" W	10.00	83	S 01°07'37" W	12.40
74	S 01°07'37" W	10.00	84	S 01°07'37" W	12.40
75	S 01°07'37" W	10.00	85	S 01°07'37" W	12.40
76	S 01°07'37" W	10.00	86	S 01°07'37" W	12.40
77	S 01°07'37" W	10.00	87	S 01°07'37" W	12.40
78	S 01°07'37" W	10.00	88	S 01°07'37" W	12.40
79	S 01°07'37" W	10.00	89	S 01°07'37" W	12.40
80	S 01°07'37" W	10.00	90	S 01°07'37" W	12.40
81	S 01°07'37" W	10.00	91	S 01°07'37" W	12.40
82	S 01°07'37" W	10.00	92	S 01°07'37" W	12.40
83	S 01°07'37" W	10.00	93	S 01°07'37" W	12.40
84	S 01°07'37" W	10.00	94	S 01°07'37" W	12.40
85	S 01°07'37" W	10.00	95	S 01°07'37" W	12.40
86	S 01°07'37" W	10.00	96	S 01°07'37" W	12.40
87	S 01°07'37" W	10.00	97	S 01°07'37" W	12.40
88	S 01°07'37" W	10.00	98	S 01°07'37" W	12.40
89	S 01°07'37" W	10.00	99	S 01°07'37" W	12.40
90	S 01°07'37" W	10.00	100	S 01°07'37" W	12.40

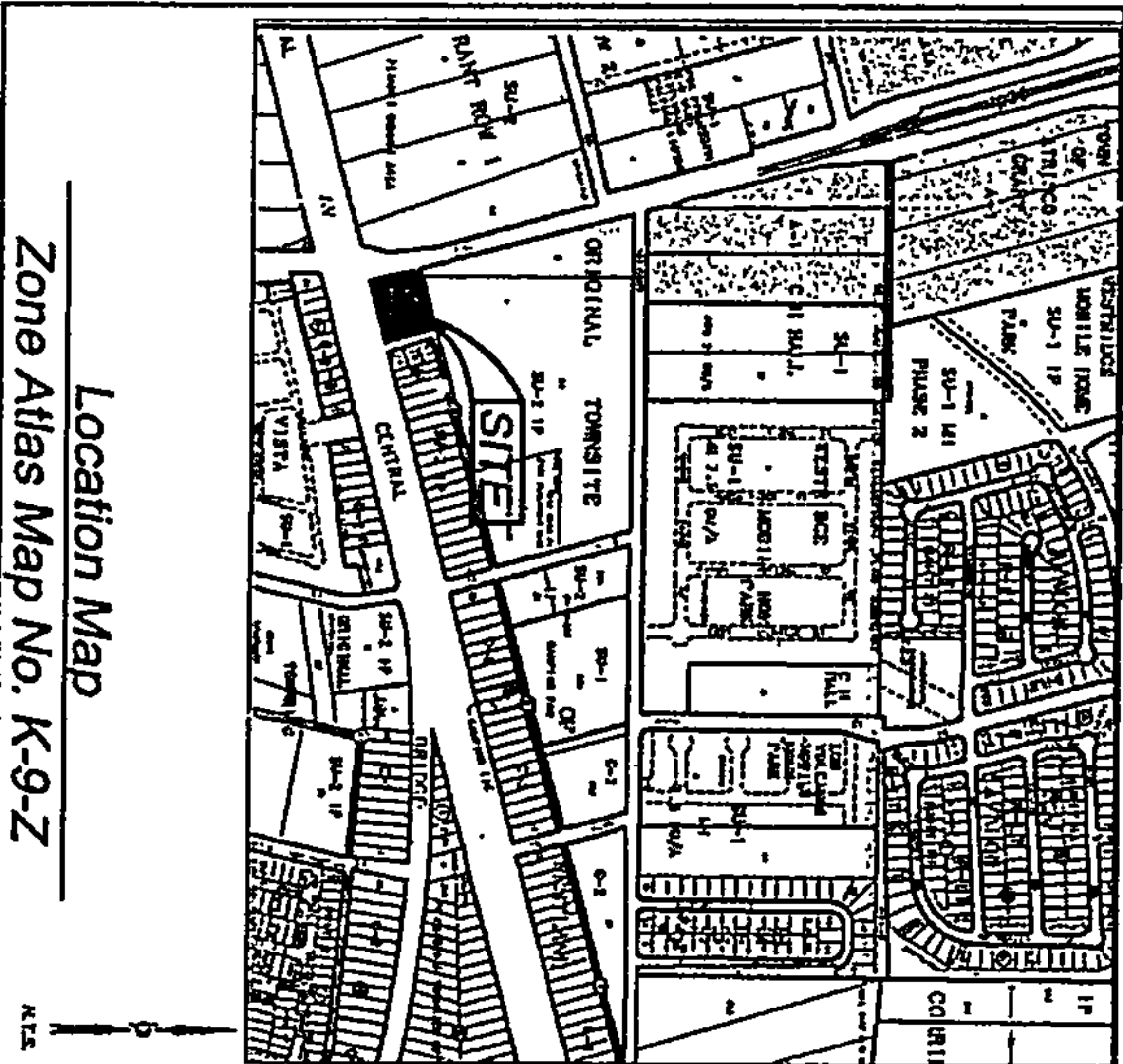
Curve Table

CHORD	CHORD BEARING	CHORD LENGTH	CHORD BEARING
1	S 01°07'37" W	10.00	S 01°07'37" W
2	S 01°07'37" W	10.00	S 01°07'37" W
3	S 01°07'37" W	10.00	S 01°07'37" W
4	S 01°07'37" W	10.00	S 01°07'37" W
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66	S 01°07'37" W	10.00	S 01°07'37" W
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72	S 01°07'37" W	10.00	S 01°07'37" W
73	S 01°07'37" W	10.00	S 01°07'37" W
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76	S 01°07'37" W	10.00	S 01°07'37" W
77	S 01°07'37" W	10.00	S 01°07'37" W
78	S 01°07'37" W	10.00	S 01°07'37" W
79	S 01°07'37" W	10.00	S 01°07'37" W
80	S 01°07'37" W	10.00	S 01°07'37" W
81	S 01°07'37" W	10.00	S 01°07'37" W
82	S 01°07'37" W	10.00	S 01°07'37" W
83	S 01°07'37" W	10.00	S 01°07'37" W
84	S 01°07'37" W	10.00	S 01°07'37" W
85	S 01°07'37" W	10.00	S 01°07'37" W
86	S 01°07'37" W	10.00	S 01°07'37" W
87	S 01°07'37" W	10.00	S 01°07'37" W
88	S 01°07'37" W	10.00	S 01°07'37" W
89	S 01°07'37" W	10.00	S 01°07'37" W
90	S 01°07'37" W	10.00	S 01°07'37" W

**PRECISION SURVEY INC.**

8500-A Jefferson Street, NE  
 Albuquerque, NM 87113  
 866.422.8011 TOLL FREE  
 505.856.5700 PHONE





Location Map  
Zone Atlas Map No. K-9-Z

GROSS SUBDIVISION ACRES: 1.1548 ACRES  
ZONE ATLAS INDEX NO.: K-9-Z  
NO. OF TRACTS CREATED: 1  
NO. OF LOTS CREATED: 0  
DATES OF FULL-WIDTH STREETS CREATED: 0  
DATE OF SURVEY: APRIL 2006, FIELD VERIFIED JULY 2006

**Disclosure Statement:**  
THE PURPOSE OF THIS PLAT IS TO VACATE THE EXISTING ALLEY (GROUND-01541 MAJOR VACATION OF PUBLIC EASEMENTS) AND TO REPLAT THE EXISTING FIVE TRACTS AND VACATED ALLEY INTO ONE NEW TRACT.

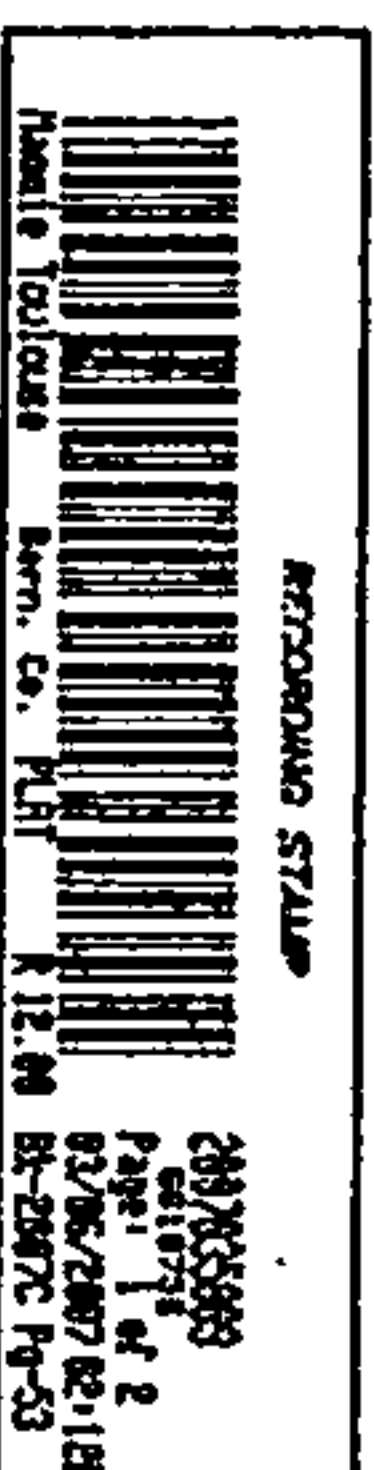
**Notes:**

1. MISC. DATA: ZONING C-2
2. BEARINGS SHOW ARE GRID BEARINGS (NEW MEXICO STATE PLANE CENTRAL ZONE - MAD 1927).
3. ALL DISTANCES ARE GROUND DISTANCES-US SURVEY FOOT.
4. THIS PROPERTY LIES WITHIN PROJECTED SECTION 21, TOWNSHIP 10 NORTH, RANGE 2 EAST, TOWN OF ALBUQUERQUE, BERNILLO COUNTY, NEW MEXICO.
5. PLAT SHOWS ALL EASEMENTS OF RECORD.
6. SP NO. 2006023118.

**Easements**

THIS PLAT SHOWS EXISTING RECORDED AND APPARENT EASEMENTS AS NOTED.  
PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:  
1. RAW ELECTRICAL SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, COMMUNICATION FACILITIES, TRANSDUCERS, PILES AND ANY OTHER EQUIPMENT, FIXTURES, STRUCTURES AND RELATED FACILITIES NECESSARY TO PROVIDE ELECTRICAL SERVICE.  
2. RAW GAS SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS.  
3. GUEST CORPORATION FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF ALL BURIED AND AERIAL COMMUNICATION LINES AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES, INCLUDING BUT NOT LIMITED TO ABOVE GROUND PESTALS AND CLOSURES.  
4. CONDUIT CABLE FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE TV SERVICE.

INCLUDED IS THE RIGHT TO BURN, REPAIR, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, REPAIR, RESTORE, GRAB, AND MAINTAIN FACILITIES FOR THE PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC INSTALLATIONS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN, NO BOWLING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), TUB, OR OBJECTS ON WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERRECTED OR CONSTRUCTED ON, OR ADJACENT TO, OR ON SAID ANY WELL BE DRILLED OR OPERATED THEREON, PROPERTY OWNERS SHALL BE SOCIALLY RESPONSIBLE FOR CONNECTING TO ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE SHOWN ON THIS PLAT.  
EASEMENTS FOR ELECTRIC TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN FEET (10') IN FRONT OF TRANSFORMER/SWITCHGEAR DOOR AND FIVE FEET (5') ON EACH SIDE.



**Legal Description**

A TRACT OF LAND LYING AND SITUATED WITHIN THE TOWN OF ALBUQUERQUE, PROJECTED SECTION 21, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNILLO COUNTY, NEW MEXICO, COMMENSURING OF LOTS NUMBERED TWENTY TWO (22) THROUGH TWENTY SIX (26) OF THE ORIGINAL TOWNSHIP OF WESTLAND AS THE SAID ARE SHOWN AND BOUND BY THE ORIGINAL TOWNSHIP OF WESTLAND COUNTY CLERK OF BERNILLO COUNTY, NEW MEXICO, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNILLO COUNTY, NEW MEXICO, IN MAP BOOK D, FOLD 53, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY THE NEW MEXICO STATE COORDINATE (CENTRAL ZONE-NORTH AMERICAN DATUM OF 1927) GRID BEARINGS AND GROUND DISTANCES (US SURVEY FOOT) AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF DESCRIBED TRACT LYING ON THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF 8TH STREET, NW AND THE NORTH RIGHT OF WAY LINE OF CENTRAL AVENUE, NW, FROM WHENCE A TIE TO ALBUQUERQUE CONTROL SURVEY MONUMENT BEARS S 30°05'14" W, A DISTANCE OF 99.07 FEET;  
THENCE FROM SAID BEGINNING POINT, LEAVING SAID NORTH RIGHT OF WAY LINE, N 00°18'25" E, A DISTANCE OF 207.38 FEET TO THE NORTHWEST CORNER OF DESCRIBED TRACT BOUND BY A FOUND REBAR WITH YELLOW PLASTIC CAP 75 11483;  
THENCE S 19°08'09" E, A DISTANCE OF 210.86 FEET TO THE NORTHEAST CORNER OF DESCRIBED TRACT LYING ON SAID NORTH RIGHT OF WAY LINE OF CENTRAL AVENUE, NW BOUND BY A FOUND REBAR WITH YELLOW PLASTIC CAP 75 10283;  
THENCE S 74°35'50" W, A DISTANCE OF 50.33 FEET TO AN ANGLE POINT MARKED BY A FOUND REBAR;  
THENCE S 79°14'45" W, ALONG SAID NORTH RIGHT OF WAY LINE FOR THE NEXT FIVE COURSES, A DISTANCE OF 48.89 FEET TO AN ANGLE POINT MARKED BY A FOUND REBAR WITH YELLOW PLASTIC CAP 75 11483;  
THENCE S 74°35'50" W, A DISTANCE OF 50.37 FEET TO AN ANGLE POINT MARKED BY A FOUND REBAR;  
THENCE S 75°00'03" W, A DISTANCE OF 19.73 FEET TO AN ANGLE POINT MARKED BY A FOUND REBAR WITH YELLOW PLASTIC CAP 75 11483;  
THENCE S 74°35'50" W, A DISTANCE OF 50.80 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 1.1548 ACRES (69,098 SQUARE FEET) MORE OR LESS NOW COMPRISING TRACT "A", MONAHITI SUBDIVISION.

**Free Consent**

THE REPLAT SHOWN HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND/OR PROPRIETOR, EXISTING PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUITS, AND PILES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND THE RIGHT TO TRIM BURNING TREES AND GRUBS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM BURNING TREES AND SHRUBS, SAID OWNER AND/OR PROPRIETOR DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED, SAID OWNERS WARRANT THAT THEY HOLD ALIQUOT THEIR COMPLETE AND UNDEVIABLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

*[Signature]*  
DATE: 12/5/06

**Acknowledgment**

STATE OF NEW MEXICO )  
COUNTY OF BERNILLO )  
I, PETE DASKALOS, MONAHITI, LLC )  
DO hereby certify that the above and foregoing is a true and correct copy of the original instrument as recorded in my office on this 5th day of December, 2006 BY  
*[Signature]*  
P.D. 9420

Plat of  
Tract A  
**Monahiti Subdivision**  
Albuquerque, Bernalillo County, New Mexico  
November 2006

Project No. 1004354  
Application No. 06DRB-01426

**Utility Approvals**

RAW ELECTRICAL SERVICES	DATE	2-6-07
RAW GAS SERVICES	DATE	2-6-07
QUEST TELECOMMUNICATIONS	DATE	1/19/07
NEW MEXICO UTILITIES	DATE	1/22/07

**City Approvals**

CITY SURVEYOR	DATE	12-11-06
REAL PROPERTY DIVISION	DATE	2-6-07
ENVIRONMENTAL HEALTH DEPARTMENT	DATE	3-1-07
TRAFFIC ENGINEERING, TRANSPORTATION DEPARTMENT	DATE	2-17-07
WATER UTILITY DEPARTMENT	DATE	2-17-07
PARKS AND RECREATION DEPARTMENT	DATE	2-17-07

**Surveyor's Certificate**

LARRY W. MERRANO, A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MATERIAL REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE AND OF STANDARDS FOR LAND SURVEYS OF THE N.M. BOARD OF LICENSES FOR ENGINEERS AND SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT NO ENCROACHMENTS EXIST EXCEPT AS NOTED ABOVE AND THAT ALL IMPROVEMENTS ARE SHOWN IN THEIR CORRECT LOCATION RELATIVE TO RECORD BOUNDARIES AS LOCATED BY THIS SURVEY.

*[Signature]*  
DATE: 3/6/07

**PRECISION SURVEY, INC.**  
8500-A Jefferson Street, NE  
Albuquerque, NM 87113  
866.442.8011 TOLL FREE  
505.856.5700 PHONE  
FAX 505.856.5700

*[Signature]*  
DATE: 12/5/06

LARRY W. MERRANO  
NEW MEXICO  
REGISTERED PROFESSIONAL SURVEYOR  
(11993)



