



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

November 18, 2009

Project# 1008065

09DRB-70352 VACATION OF PRIVATE EASEMENT

09DRB-70353 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

THE SURVEY OFFICE LLC agent(s) for JJ & J PROPERTIES LLC request(s) the above action(s) for all or a portion of Tract(s) TR A-1-A-1-A, B-1-B-1-A-2 & B-1-B-1-A-1, **WEST 66 ADDITION** zoned SU-2 /IP, located on 221 AIRPORT DR NW BETWEEN CENTRAL AVE NW AND BLUEWATER NW containing approximately 13.5751 acre(s). (K-10)

At the November 18, 2009 Development Review Board meeting, the vacation was approved as shown on Exhibit B in the Planning file per section 14-14-7-2(A)(1) and (B)(1)(3) of the Subdivision Ordinance.

(A)(1) The private easement vacation request was filed by the owners of a majority of the footage of land abutting the proposed vacation.

(B)(1) The public welfare is in no way served by retaining the public easements.

(B)(3) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right.

CONDITIONS:

1. The vacated property shall be shown on a replat approved by the Development Review Board and the approved replat shall be filed for record with the Bernalillo County Clerk's Office within one year.
2. Alternate easements must be provided to correspond with the approved grading and drainage plan dated 6/24/08.

The Preliminary/Final plat was approved with delegation to Transportation for exhibit indicating location of sidewalk and distance of face of curb to property line for all of Airport Drive and frontage along Central Avenue, and to City Engineer for alternate easements per approved site plan dated 6/24/08.

If you wish to appeal this decision, you must do so by December 3, 2009 in the manner described below.

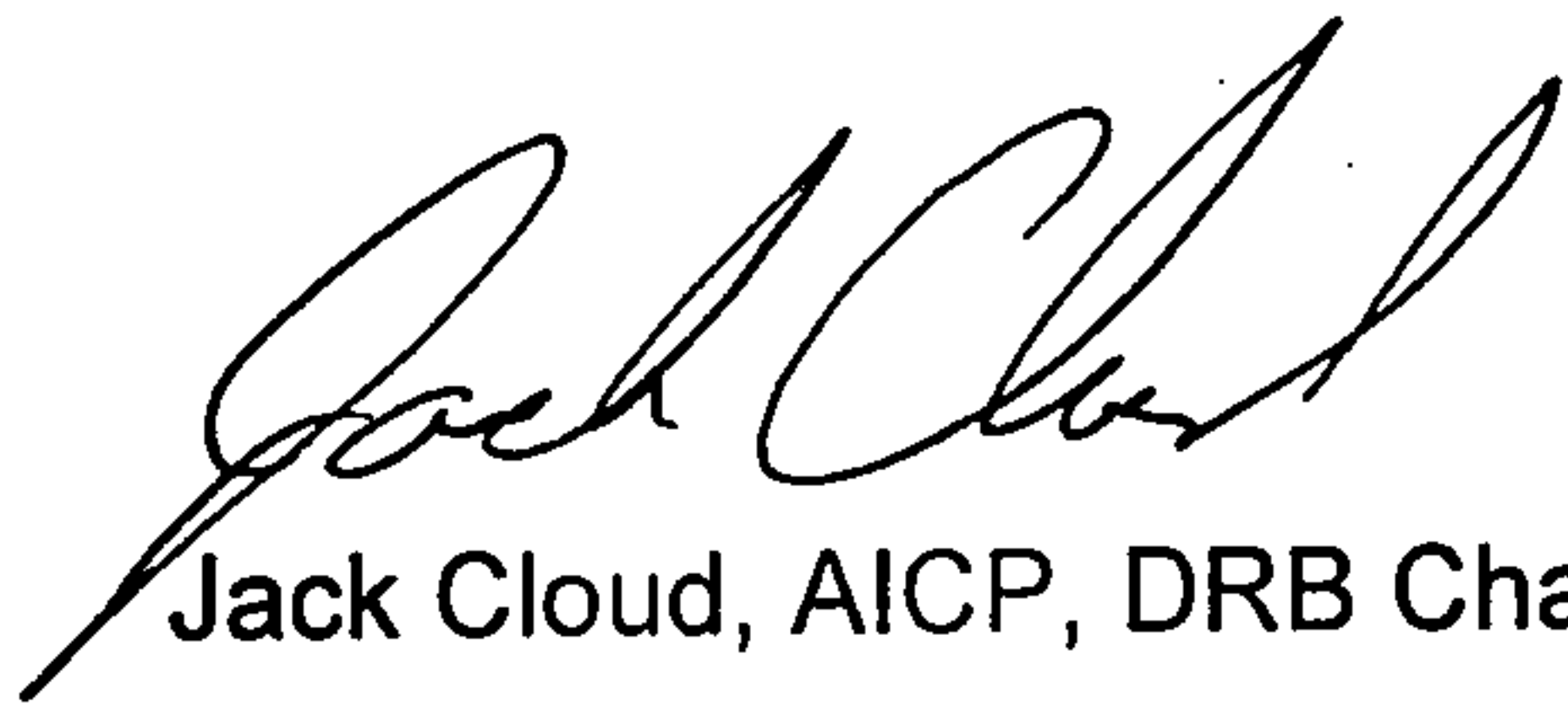
Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision.

The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Please note that the vacation of all plats, rights-of-way, and easements are void after one year from the final appeal date referenced above if all conditions are not met (The effective date of Development Review Board approval is the hearing date plus the 15-day appeal period.) (REF: Chapter 14 Article 14 Part 7-2 (E)(3)(6) Revised Ordinance.)



Jack Cloud, AICP, DRB Chair

Cc: The Survey Office, LLC – 333 Lomas Blvd NE – Albuquerque, NM 87102

Cc: JJ & J Properties LLC – P.O.Box 27730 Albuquerque, NM 87125

Scott Howell

Marilyn Maldonado

File



DRB CASE ACTION LOG

REVISED 10/08/07

(PRELIMINARY/FINAL)

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 09DRB-70353 Project # 100 8065
 Project Name: WEST 666 ADDITION
 Agent: THE SURVEY OFFICE Phone No.: _____

Your request was approved on _____ by the DRB with delegation of signature(s) to the following departments.

OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

- TRANSPORTATION: - address comments w/ Exhibit BB
- UTILITIES: _____
- CITY ENGINEER / AMAFCA: approved plan 6/24/08 - alternate easements per attached version of Public Fund
- PARKS / CIP: OK JAC BB
- PLANNING (Last to sign): _____
- Planning must record this plat. Please submit the following items:
 - The original plat and a mylar copy for the County Clerk.
 - Tax certificate from the County Treasurer.
 - Recording fee (checks payable to the County Clerk). RECORDED DATE: _____
 - Tax printout from the County Assessor.
 - 3 copies of the approved site plan. Include all pages.
 - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.
 - Property Management's signature must be obtained prior to Planning Department's signature.
 - AGIS DXF File approval required.
 - Copy of recorded plat for Planning.



DRB CASE ACTION LOG

REVISED 10/08/07

(PRELIMINARY/FINAL)

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 Agent: THE SURVEY OFFICE Phone No.: _____

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OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

- TRANSPORTATION: - address comments w/ Exhibit
- UTILITIES: _____
- CITY ENGINEER / AMAFCA: alternate easements per approved plan 6/24/08
~~statement location of Public Easement~~
- PARKS / CIP: OK JEL
- PLANNING (Last to sign): _____
- Planning must record this plat. Please submit the following items:
 - The original plat and a mylar copy for the County Clerk.
 - Tax certificate from the County Treasurer.
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Created On:

8065

DXF Electronic Approval Form

DRB Project Case #: 1008065

Subdivision Name: WEST 66 ADDN TRACTS A1A1A1 B1B1A2A & B1B1A1A

Surveyor: ANTHONY L HARRIS

Contact Person: MIKE GREINER

Contact Information: 998-0303

DXF Received: 11/10/2009 Hard Copy Received: 11/10/2009

Coordinate System: NMSP Grid (NAD 83)


Approved

11-10-2009
Date

* The DXF file cannot be accepted (at this time) for the following reason(s):

AGIS Use Only
Copied fc **8065** to agiscov on **11/10/2009** Contact person notified on **11/10/2009**



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

November 18, 2009

Project# 1008065

09DRB-70352 VACATION OF PRIVATE EASEMENT
09DRB-70353 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

THE SURVEY OFFICE LLC agent(s) for JJ & J PROPERTIES LLC request(s) the above action(s) for all or a portion of Tract(s) TR A-1-A-1-A, B-1-B-1-A-2 & B-1-B-1-A-1, **WEST 66 ADDITION** zoned SU-2 /IP, located on 221 AIRPORT DR NW BETWEEN CENTRAL AVE NW AND BLUEWATER NW containing approximately 13.5751 acre(s). (K-10)

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(A)(1) The private easement vacation request was filed by the owners of a majority of the footage of land abutting the proposed vacation.

(B)(1) The public welfare is in no way served by retaining the public easements.

(B)(3) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right.

CONDITIONS:

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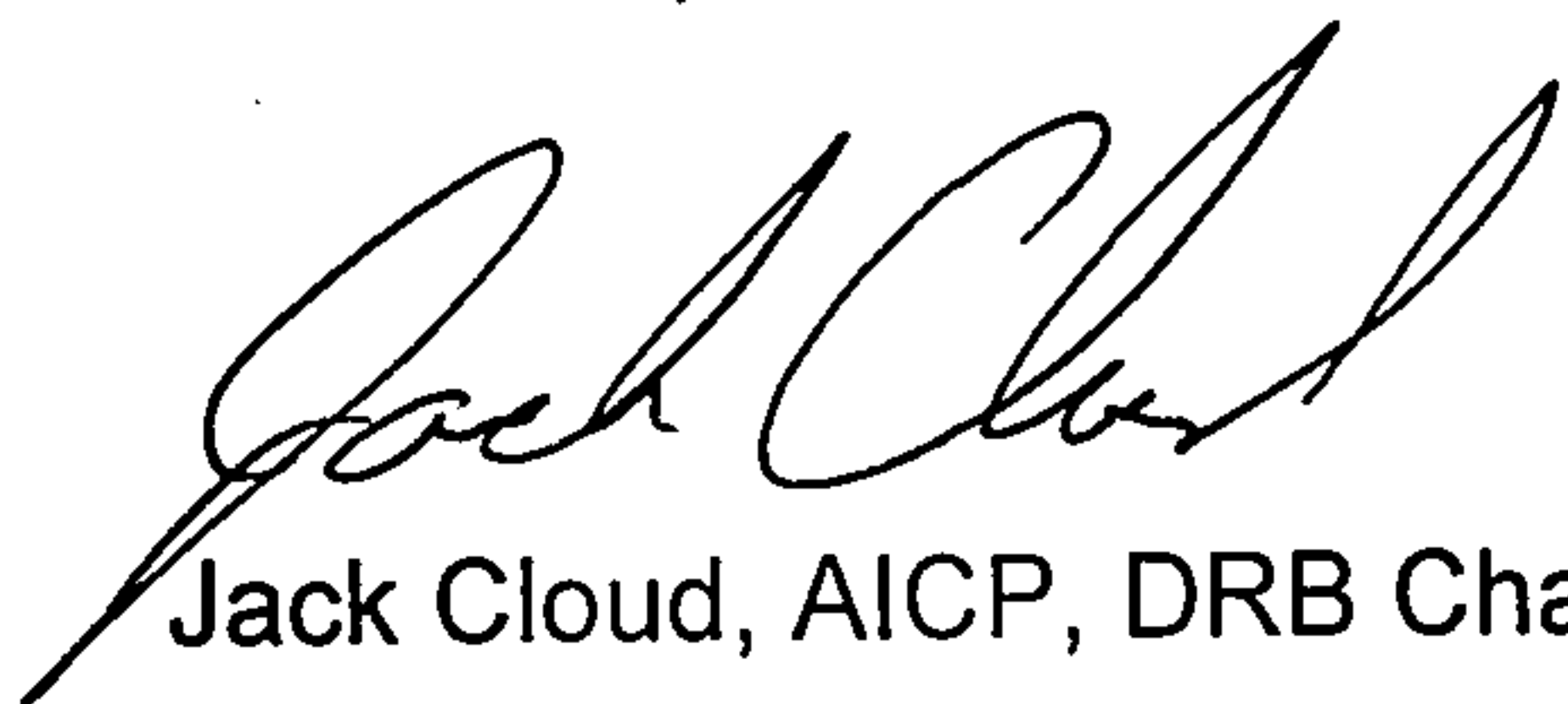
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Jack Cloud, AICP, DRB Chair

Cc: The Survey Office, LLC – 333 Lomas Blvd NE – Albuquerque, NM 87102

Cc: JJ & J Properties LLC – P.O.Box 27730 Albuquerque, NM 87125

Scott Howell

Marilyn Maldonado

File

MINOR PLATS, FINAL (MAJOR) PLATS, AMENDED PLATS AND PLANS

3. **Project# 1008065**
09DRB-70352 VACATION OF PRIVATE EASEMENT
09DRB-70353 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL

THE SURVEY OFFICE LLC agent(s) for JJ & J PROPERTIES LLC request(s) the above action(s) for all or a portion of Tract(s) TR A-1-A-1-A, B-1-B-1-A-2 & B-1-B-1-A-1, **WEST 66 ADDITION** zoned SU-2 /IP, located on 221 AIRPORT DR NW BETWEEN CENTRAL AVE NW AND BLUEWATER NW containing approximately 13.5751 acre(s). (K-10) **THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE PER SECTION 14-14-7-2(A) (1) AND (B) (1)(3) OF THE SUBDIVISION ORDINANCE. THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION FOR DIMENSIONAL EXHIBIT AND TO CITY ENGINEER FOR ALTERNATE EASEMENTS PER APPROVED SITE PLAN.**
4. **Project# 1002131**
09DRB-70351 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL

WAYJOHN SURVEYING INC agent(s) for TONKA ENTERPRISES LLC request(s) the above action(s) for all or a portion of Tract(s) A-2-A-1, **MUELLER**, zoned C-3, located on UNIVERSITY BLVD NE BETWEEN INDIAN SCHOOL RD NE AND I-40 containing approximately 1.0745 acre(s). (H-15) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO ABCWUA FOR 10FT. PUBLIC WATERLINE EASEMENT AND TO PLANNING TO RECORD.**
5. **Project# 1008064**
09DRB-70350 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL

WAYJOHN SURVEYING INC agent(s) for COE & PETERSON LLC request(s) the above action(s) for all or a portion of Tract(s) 1, **LANDS OF RAYMOND C WATSON** zoned C-2/ C-3, located on 4TH ST NW BETWEEN HAINES AVE NW AND MCKNIGHT AVE NW containing approximately .9455 acre(s). (H-14) **DEFERRED TO 12/2/09 AT THE AGENT'S REQUEST.**
6. **Project# 1007690**
09DRB-70341 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL

RHOMBUS CONSULTING agent(s) for RON ROMERO request(s) the above action(s) for all or a portion of Lot(s) 20-24, Block(s) Q, **ATLANTIC AND PACIFIC ADDITION**, zoned SU-2 FOR SU-1 BAKERY, located on ATLANTIC AVE SW BETWEEN 4TH ST SW AND 5TH ST SW containing approximately .2752 acre(s). (K-14) **DEFERRED TO 12/2/09 AT THE AGENT'S REQUEST.**

City of Albuquerque Planning Department
One Stop Shop – Development and Building Services

11/10/2009 Issued By: PLNSDH 60843

Permit Number: 2009 070 353

Category Code 910

Application Number: 09DRB-70353, Minor - Preliminary/ Final Plat Approval

Address:

Location Description: 221 AIRPORT DR NW BETWEEN CENTRAL AVE NW AND BLUEWATER NW

Project Number: 1008065

Applicant

J & J Properties Llc

Po Box 27730
Albuquerque NM 87125

Agent / Contact

The Survey Office Llc

333 Lomas Blvd Ne
Albuquerque NM 87102
998-0303

Application Fees

441018/4971000	Public Notification	
441032/3424000	Conflict Mgmt Fee	
441006/4983000	DRB Actions	\$355.00
TOTAL:		\$355.00

City Of Albuquerque
Treasury Division

11/10/2009 11:43AM LOC: ANNX
WS# 007 TRANS# 0017
RECEIPT# 00123396-00123396
PERMIT# 2009070353 TRSLJS
Trans Amt \$555.00
DRB Actions \$355.00

Thank You

City of Albuquerque Planning Department
One Stop Shop – Development and Building Services

11/10/2009 Issued By: PLNSDH 60837

Permit Number: 2009 070 352

Category Code 910

Application Number: 09DRB-70352, Vacation Of Private Easement

Address:

Location Description: 221 AIRPORT DR NW BETWEEN CENTRAL AVE NW AND BLUEWATER NW

Project Number: 1008065

Applicant
J & J Properties Llc

Po Box 27730
Albuquerque NM 87125

Agent / Contact
The Survey Office Llc

333 Lomas Blvd Ne
Albuquerque NM 87102
988-0303

Application Fees

441018/4971000	Public Notification	
441032/3424000	Conflict Mgmt Fee	\$20.00
441006/4983000	DRB Actions	\$180.00
TOTAL:		\$200.00

City Of Albuquerque
Treasury Division

11/10/2009 11:43AM LOC: ANNX
WS# 007 TRANS# 0017
RECEIPT# 00123396-00123397
PERMIT# 2009070352 TRSLJS
Trans Amt \$555.00
Conflict Manag. Fee \$20.00
DRB Actions \$180.00
CK \$555.00
CHANGE \$0.00

Thank You

FORM V: SUBDIVISION VARIANCES & VACATIONS

- BULK LAND VARIANCE (DRB04)** (PUBLIC HEARING CASE) 24 copies
 - Application for Minor Plat on FORM S-3, including those submittal requirements.
 - Letter briefly describing and explaining: the request, compliance with the Development Process Manual, and all improvements to be waived.
 - Notice on the proposed Plat that there are conditions to subsequent subdivision (refer to DPM)
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application
- DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.**

- VACATION OF PUBLIC EASEMENT (DRB27)**
 - VACATION OF PUBLIC RIGHT-OF-WAY (DRB28)** 24 copies.
 - The complete document which created the public easement (folded to fit into an 8.5" by 14" pocket) (Not required for City owned public right-of-way.)
 - Drawing showing the easement or right-of-way to be vacated, etc. (not to exceed 8.5" by 11") 24 copies
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application
- Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire.
DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

- SIDEWALK VARIANCE (DRB20)**
 - SIDEWALK WAIVER (DRB21)** 6 copies
 - Scale drawing showing the proposed variance or waiver (not to exceed 8.5" by 14")
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the variance or waiver
 - List any original and/or related file numbers on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.**

- SUBDIVISION DESIGN VARIANCE FROM MINIMUM DPM STANDARDS (DRB25)** 24 copies
 - Scale drawing showing the location of the proposed variance or waiver (not to exceed 8.5" by 14")
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the variance
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application
- DRB meetings are approximately 30 DAYS after the filing deadline. Your attendance is required.**

- TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION (DRB19)**
 - EXTENSION OF THE SIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION (DRB07)** 6 copies
 - Drawing showing the sidewalks subject to the proposed deferral or extension (not to exceed 8.5" by 14")
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the deferral or extension
 - List any original and/or related file numbers on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.**

- VACATION OF PRIVATE EASEMENT (DRB26)** *PRIVATE ACCESS & DRAINAGE EASEMENT* 6 copies
 - The complete document which created the private easement/recorded plat (not to exceed 8.5" by 14")
 - Scale drawing showing the easement to be vacated (8.5" by 11")
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter/documents briefly describing, explaining, and justifying the vacation
 - Letter of authorization from the grantors and the beneficiaries (private easement only)
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application
 - VACATION OF RECORDED PLAT (DRB29)**
- Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire.
DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

Kim Maple
 Applicant name (print)
[Signature] 11/10/09
 Applicant signature / date



Form revised 4/07

- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers
09DEB - 70352

Sandy Handley 11/10/09
 Planned signature / date
 Project # 1008065

FORM S(3): SUBDIVISION - D.R. MEETING (UNADVERTISED) OR INTERNAL ROUTING

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

SKETCH PLAT REVIEW AND COMMENT (DRB22) Your attendance is required.

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) 6 copies
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- List any original and/or related file numbers on the cover application

EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08) Your attendance is required.

- Preliminary Plat reduced to 8.5" x 11"
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Copy of DRB approved infrastructure list
 - Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
 - List any original and/or related file numbers on the cover application
- Extension of preliminary plat approval expires after one year.

MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12) Your attendance is required.

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- Design elevations & cross sections of perimeter walls 3 copies
- Zone Atlas map with the entire property(ies) clearly outlined
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Copy of recorded SIA
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- List any original and/or related file numbers on the cover application
- DXF file and hard copy of final plat data for AGIS is required.

MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16) Your attendance is required.

- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- Design elevations and cross sections of perimeter walls (11" by 17" maximum) 3 copies
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- Fee (see schedule)
- List any original and/or related file numbers on the cover application
- Infrastructure list if required (verify with DRB Engineer)
- DXF file and hard copy of final plat data for AGIS is required.

AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03) Your attendance is required.

- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies
 - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
 - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

Kim Maple
Applicant name (print)
[Signature] 11/10/09
Applicant signature / date

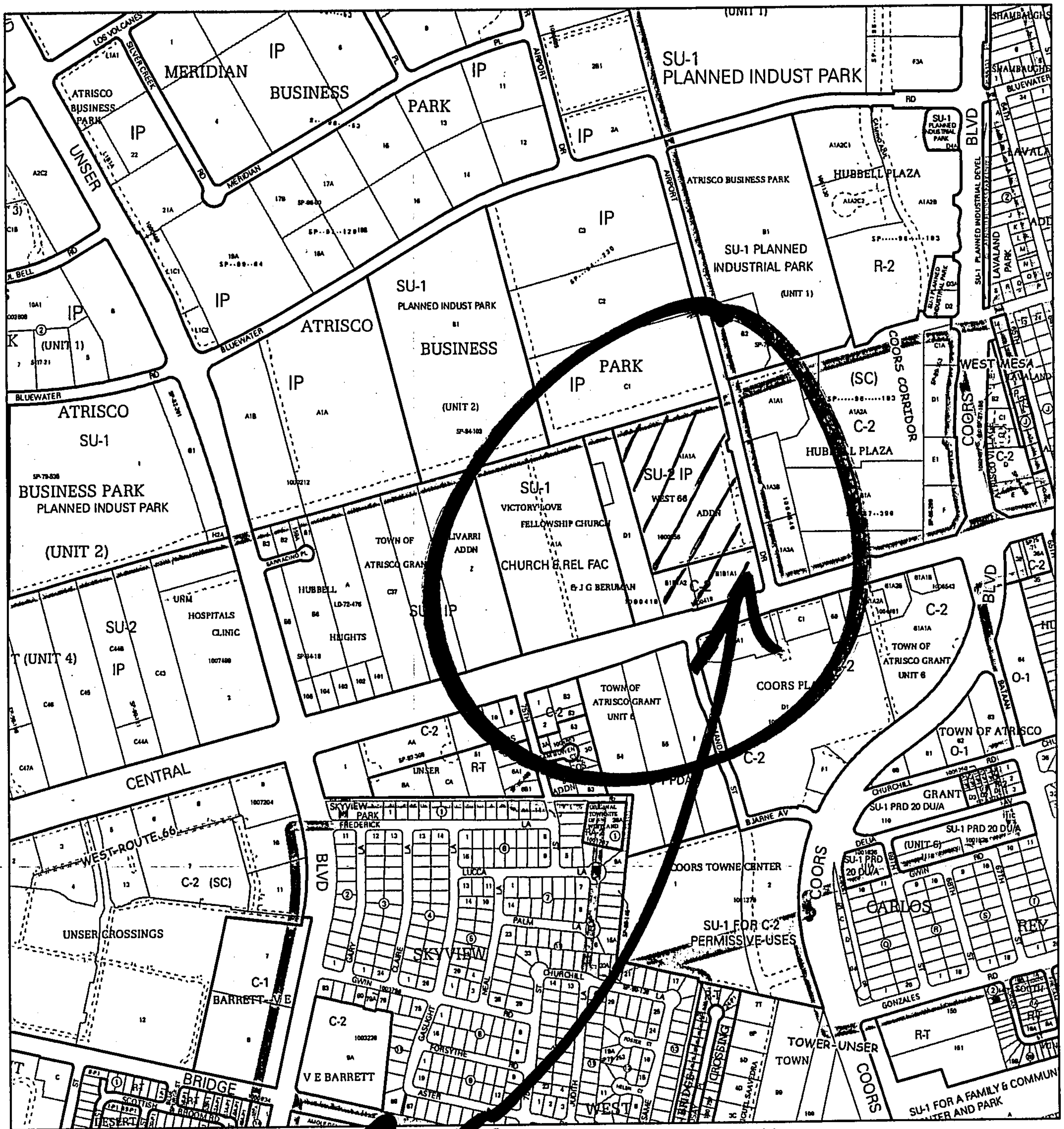


Form revised October 2007

Sandy Handley 11/10/09
Planner signature / date
Project # 1008065

- Checklists complete
- Fees collected
- Case #'s assigned
- Related #'s listed

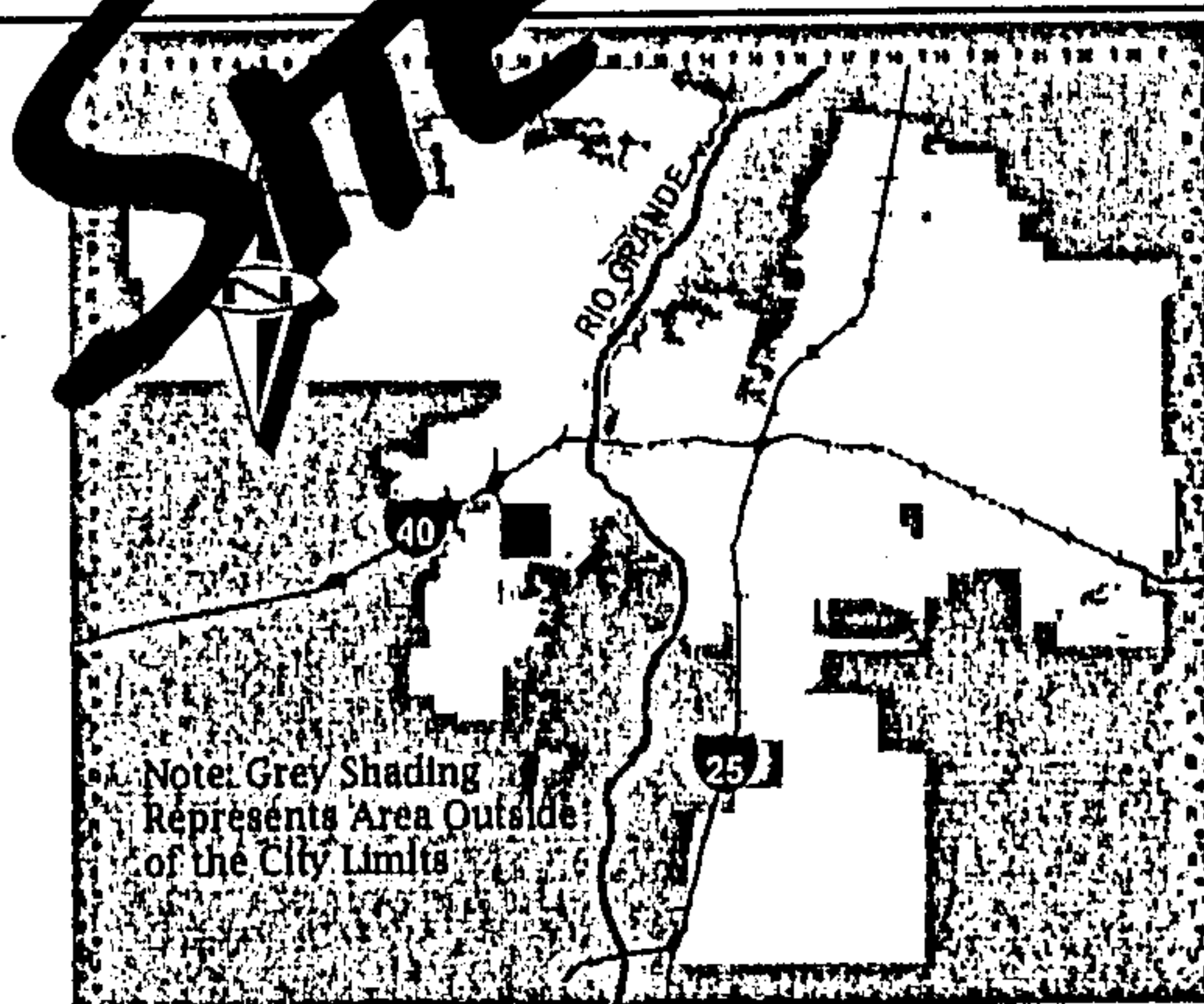
Application case numbers
09DRB-70353



For more current information and more details visit: <http://www.cabq.gov/gis>



Map amended through: 3/10/2009



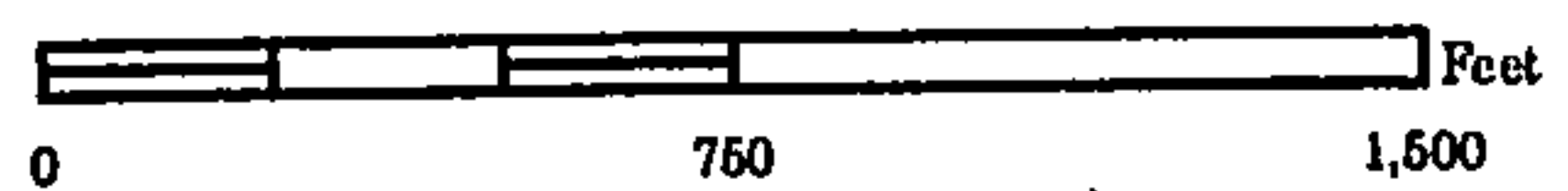
Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:

K-10-Z

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone



The Survey Office, LLC

*333 Lomas Blvd., NE * Albuquerque, New Mexico 87102 * 998-0303 * Fax 998-0305*

November 9, 2009

DEVELOPMENT REVIEW BOARD MEMBERS
PLAZA DEL SOL
600 SECOND STREET NW
ALBUQUERQUE, NM 87102

REF: TRACTS A-1-A-1-A-1, B-1-B-1-A-2-A & B-1-B-1-A-1-A, WEST 66 ADDITION

Dear Board Members:

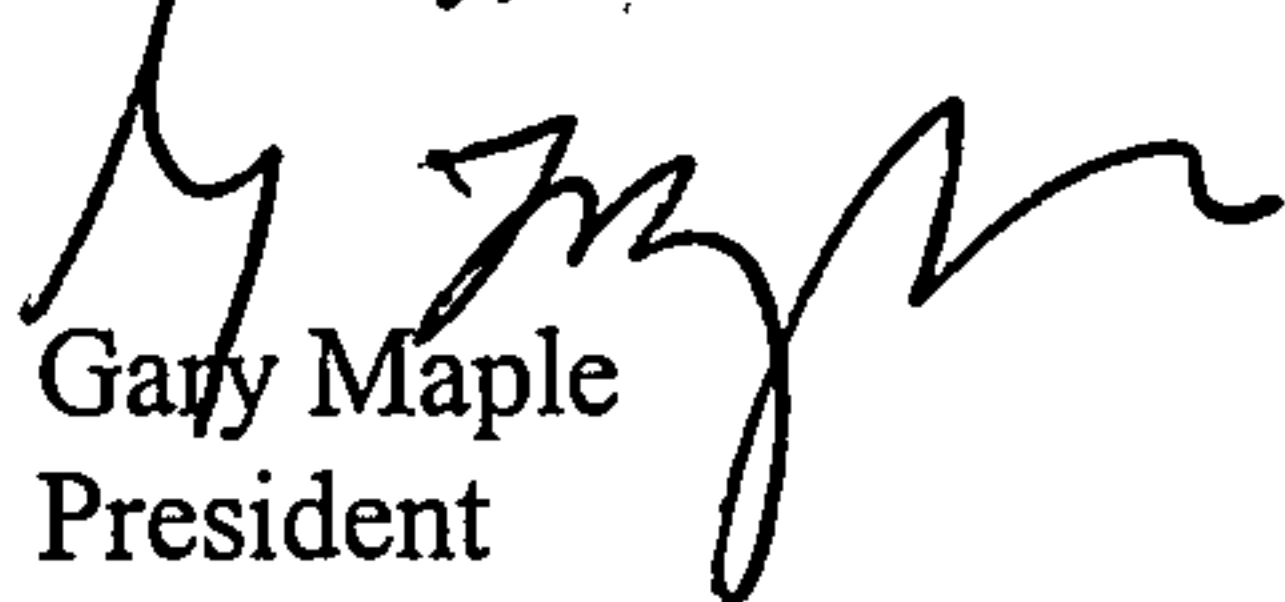
The Survey Office, LLC is requesting to replat three (3) existing tracts into three (3) new tracts, vacate existing private access and private drainage easements.

The property has an existing commercial building (Zanios Foods) and existing sidewalks, curb and gutter (see attached exhibit).

The clients wish to vacate the above easements which no longer benefit the properties (see attached letter).

If you have any questions please feel free to contact me.

Sincerely,


Gary Maple
President

September 2, 2009

City of Albuquerque
Planning Department
600 2nd St. NW
Albuquerque, NM 87103

Vacation of Private Easements

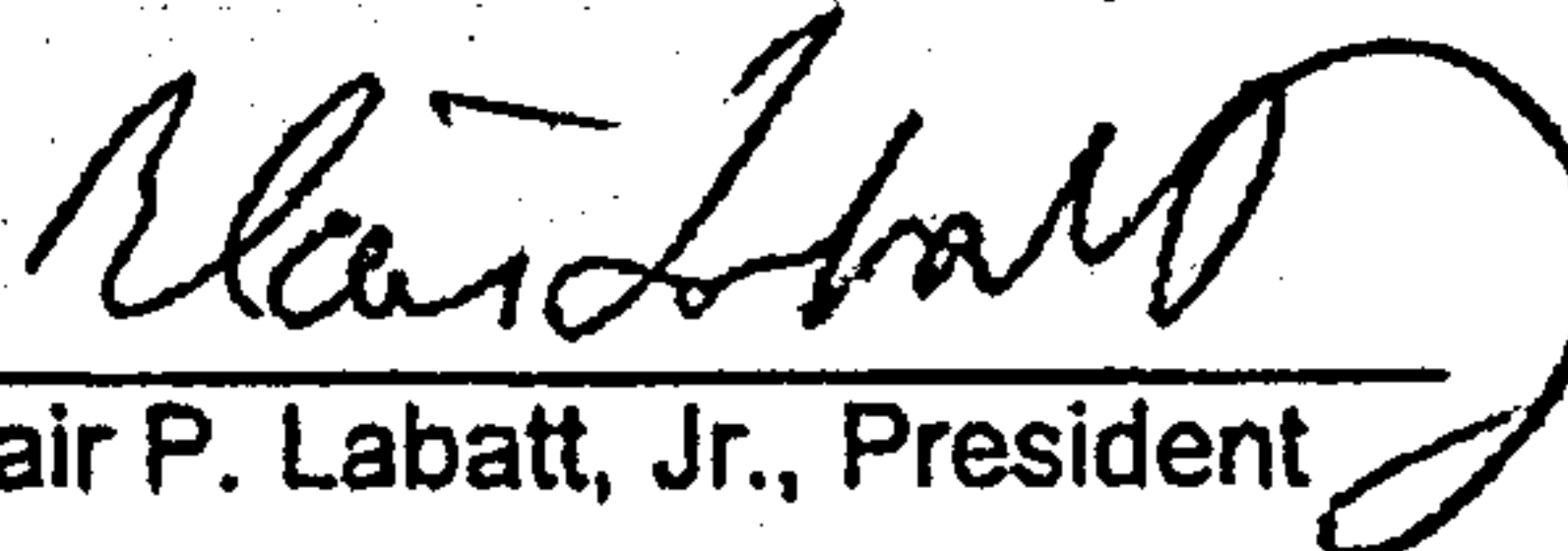
Ladies and Gentlemen:

Pursuant to the enclosed General Warranty Deed recorded August 26, 2009, in Bernalillo County, New Mexico, as Document No. 2009097156, the undersigned, Labatt New Mexico LLC, a New Mexico limited liability company ("Labatt") owns that certain tract of land in the City of Albuquerque, Bernalillo County, New Mexico, containing approximately 10.5793 acres, and more particularly described as follows (the "Labatt Property"):

Tract A-1-A-1-A of the WEST 66 ADDITION, situated within projected Section 22, T.10N., R.2 E., N.M.P.M., City of Albuquerque, New Mexico, as the same is shown and designated on the plat of said addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 16, 2001, in Map Book 2001C, Folio 17 (the "Plat").

We write to indicate our request for, and consent to, the termination and vacation of (i) the 40' private access easement and the drainage easements described in the enclosed Easement Release Agreement recorded August 26, 2009, in Bernalillo County, New Mexico, as Document No. 2009097155 and (ii) the other 40' private access easement situated within the boundaries of the Labatt Property and depicted on the Plat (the "Labatt Easement") (all such easements being created at the same time and in the same manner). Labatt is not using the Labatt Easement (since Labatt owns the fee), and, to our knowledge, no properties, other than the Labatt Property, are benefited by the Labatt Easement.

LABATT NEW MEXICO LLC,
a New Mexico limited liability company

By: 
Blair P. Labatt, Jr., President

Enclosures

Recording requested by:
Diana Stoneberger
Commonwealth Lawyers Title Company
2155 Louisiana NE Suite 1200
Albuquerque, New Mexico 87110

and when recorded, please return this deed
and tax statements to:
Labatt New Mexico LLC
Attn: Blair Labatt, Jr.
4500 Industry Drive
San Antonio, Texas 78218

Doc# 2009097156

09/26/2009 01:47 PM Page: 1 of 2
MD R:\$17.00 M. Toulouse Oliver, Bernalillo County



Above reserved for official use only

GENERAL WARRANTY DEED

ZANIOS FOODS, INC., a New Mexico corporation ("Grantor"), whose address is 221 Airport, NW, Albuquerque, New Mexico 87121-2056, for good and valuable consideration paid, hereby GRANTS to LABATT NEW MEXICO LLC ("Grantee"), whose address is 4500 Industry Drive, San Antonio, Texas 78218, the following described real estate in the County of Bernalillo, State of New Mexico:

Tract "A-1-A-1-A" of West 66 Addition, situated within projected Section 22, T.10N., R.2E., N.M.P.M., City of Albuquerque, New Mexico, as the same is shown and designated on the plat of said addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 16, 2001, in Map Book 2001C, Folio 17;

subject only to ad valorem property taxes for 2009 and subsequent years and those items listed on Exhibit "A" attached hereto and incorporated herein by reference;

with warranty covenants.

WITNESS GRANTOR'S hand and seal this 26th day of August 2009.

GRANTOR:

ZANIOS FOODS, INC.
A New Mexico Corporation

By: [Signature]
JAMES G. ZANIOS, President

State of NEW MEXICO)
) SS
County of BERNALILLO)

The foregoing instrument was acknowledged before me this the 26th day of August, 2009 by James G. Zanios, President of Zanios Foods, Inc., a New Mexico corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
March 1, 2013

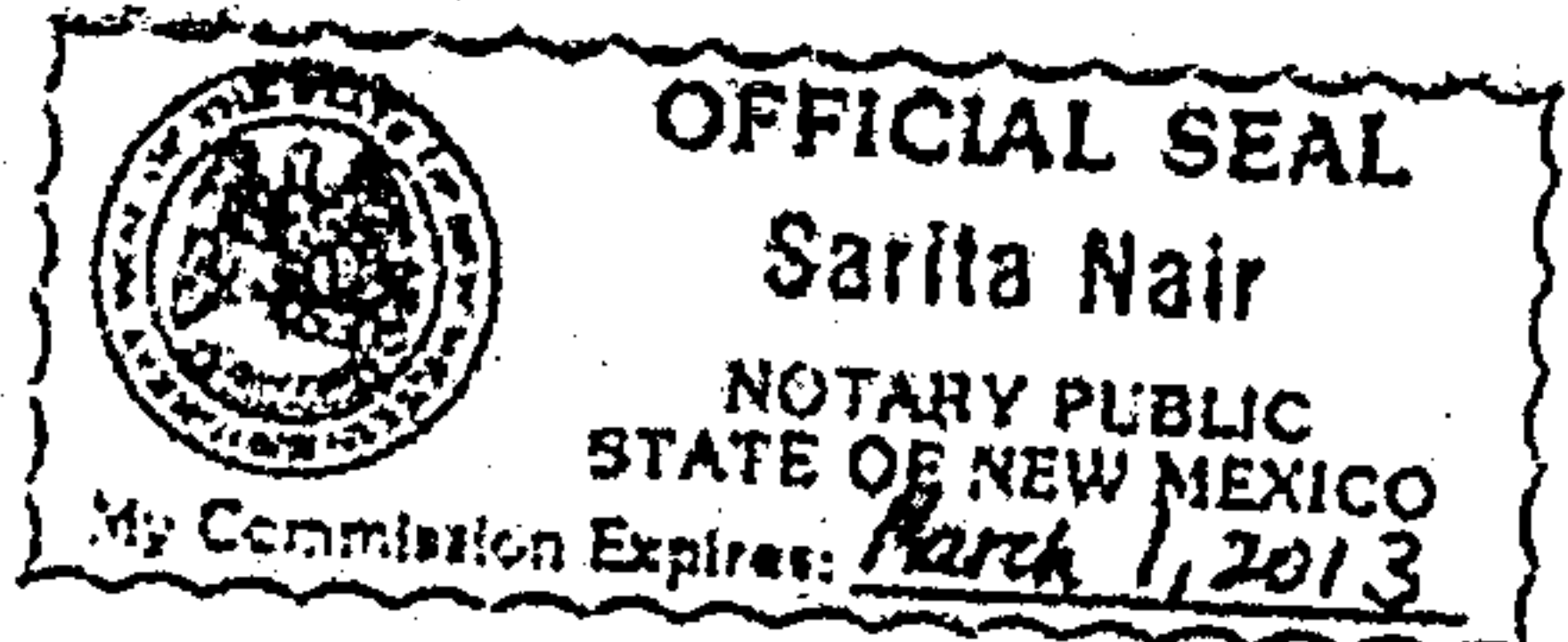


Exhibit "A"

1. Reservations contained in Patent from United States of America, filed in Book 35, Page 91, Real Property Records of County, New Mexico.
2. Easement for maintenance of utilities along the easterly six (6) feet of the insured premises, for drainage along the easterly fifty (50) feet and the southerly ten (10) feet of the easterly four hundred five and thirty six hundredths (405.36) feet and access along the southerly and northerly twenty (20) feet of the easterly fifty (50) feet of Tract B-1-A-1 and along the southerly twenty (20) feet of the easterly fifty (50) feet of Tract A-1-A-1, as shown, noted and provided for on the plats recorded in Map Book C38, Folio 126; Map Book C38, Folio 189; Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231 and Map Book 92C, Folio 240 and Map Book 2001C, Folio 17, records of Bernalillo County, New Mexico, as such drainage and access easements may have been abandoned, terminated or otherwise modified by the Easement Release Agreement dated August 24, 2009, recorded as document number 2009-9715 records of Bernalillo County, New Mexico.
3. Easements along the easterly ten (10) feet of the land granted to Gas Company of New Mexico by documents recorded in Book BCR92-22, Page 7679, and Book BCR92-22, Page 7681, records of Bernalillo County, New Mexico.
4. Easement extending from the northerly boundary of the land granted to Public Service Company of New Mexico and U.S. West Communications, Inc. by document recorded in Book BCR93-2, Page 7730, records of Bernalillo County, New Mexico.
5. Easement by and between Zanios Foods, Inc., and QWest Corporation filed October 30, 2006 as document number 2006164938 in Book A126, page 4499, said Easement being amended by document number 2007015841, records of Bernalillo County, New Mexico.
6. Memorandum of Agreement filed October 30, 2006 in Book A126, page 4500 as document number 2006164939, records of Bernalillo County, New Mexico.

Easement Release Agreement

This EASEMENT RELEASE AGREEMENT (the "Agreement") is entered into effective the 24th day of August, 2009 (the "Effective Date"), by and between ZANIOS FOODS, INC., a New Mexico corporation ("Zanios"), and JJ & J PROPERTIES, LLC, a New Mexico limited liability company ("JJJ"). Zanios and JJJ may be referred to collectively as the "Parties."

RECITALS

A. Zanios is the current owner of that certain tract of land in the City of Albuquerque, Bernalillo County, New Mexico, containing approximately 10.5793 acres, as more particularly described as follows (the "North Tract"):

Tract A-1-A-1-A of the WEST 66 ADDITION, situated within projected Section 22, T.10N., R.2 E., N.M.P.M., City of Albuquerque, New Mexico, as the same is shown and designated on the plat of said addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 16, 2001, in Map Book 2001G, Folio 17 (the "2001 Plat").

B. JJJ is the current owner of that certain tract of land in the City of Albuquerque, Bernalillo County, New Mexico, containing approximately 3.0275 acres, more particularly described as follows (the "South Tract"):

Tract B-1-B-1-A of the West 66 Addition and Victory Love Fellowship Church, and Joseph G. Beruman, within the Town of Atrisco Grant, Projected Section 22, Township 10 North, Range 2 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, July 2006, filed in the Office of the County Clerk of Bernalillo County, New Mexico on January 12, 2007 in Plat Book 2007C, Page 9 (the "2007 Plat").

The South Tract is located to the south of and adjacent to the North Tract.

C. According to the 2001 Plat and the 2007 Plat, there is located at the southeast corner of the North Tract and the northeast corner of the South Tract, a 40 foot wide and 50 foot long private access easement adjacent to Airport Drive (the "Access Easement"), with 20 feet of the Access Easement width located on the North Tract and 20 feet of the Access Easement width located on the South Tract, as shown, noted and provided for on the 2001 Plat, the 2007 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico. To the actual knowledge of Zanios and JJJ, the Access Easement was only intended to benefit the North Tract and the South Tract. Neither Zanios nor JJJ are currently utilizing that portion of the Access Easement that is located on the other owner's property and, to the actual knowledge of Zanios and JJJ, no other properties are benefitted by the Access Easement.



D. According to the 2001 Plat and the 2007 Plat, there is located along part of the common boundary of the North Tract and the South Tract, a 20 foot wide private drainage easement (the "South Drainage Easement") that is approximately 405.36 feet long, with 10 feet of the South Drainage Easement width located on the North Tract and 10 feet of the South Drainage Easement width located on the South Tract, as shown, noted and provided for on the 2001 Plat, the 2007 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico. To the actual knowledge of Zanios and JJJ, this South Drainage Easement was only intended to benefit the North Tract and the South Tract. Neither Zanios nor JJJ are currently utilizing that portion of the South Drainage Easement that is located on the other owner's property and, to the actual knowledge of Zanios and JJJ, no other properties are benefited by the South Drainage Easement.

E. According to the 2001 Plat, there is located along the eastern boundary of the North Tract adjacent to Airport Drive, beginning at the southern boundary line of the North Tract, a 50 foot wide private drainage easement (the "East Drainage Easement") benefiting the South Tract, as shown, noted and provided for on the 2001 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico. JJJ is not currently utilizing the East Drainage Easement and, to the actual knowledge of JJJ, no other properties are benefited by the East Drainage Easement. As used herein, "Drainage Easements" shall mean both the South Drainage Easement and the East Drainage Easement.

F. Zanios has agreed to sell and convey the North Tract to Labatt New Mexico LLC ("Labatt"), and Labatt has required, as a condition to its purchase, that the Access Easement and the Drainage Easements be released. JJJ and Zanios are affiliates with common ownership, and as an inducement for Labatt to purchase the North Tract, Zanios and JJJ desire to execute this Agreement and to release and abandon the Drainage Easements and the Access Easement as provided herein.

AGREEMENT

NOW THEREFORE, for and in consideration for the above Recitals, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Zanios and by JJJ, the Parties agree as follows:

1. The above stated Recitals are incorporated and made a part of this Agreement by reference.

2. Zanios and JJJ each hereby release and abandon all right, title and interest in and to the Access Easement and the Drainage Easements, and, subject to

paragraph 5 of this Agreement; agree that the Access Easement and the Drainage Easements are hereby terminated as of the Effective Date.

3. Zarios and JJJ each represent and warrant to each other and to Labatt that they have no agreements between them, whether oral or written, with respect to the creation, existence or operation of the Drainage Easements or the Access Easement, and that they have no actual knowledge of any such agreements or any requirements by governmental authorities with respect to the creation, existence or operation of the Drainage Easements or the Access Easement, except those reflected on the 2001 Plat, the 2007 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each being recorded in the Real Property Records of Bernalillo County, New Mexico, and all of which, subject to paragraph 5 of this Agreement, are hereby terminated and abandoned by the Parties.

4. Zarios and JJJ each agree upon the written request of Labatt or either of them to execute plats, replats, requests to vacate, or such other agreements in recordable form as may be reasonably requested to further evidence or to confirm the termination and abandonment of the Drainage Easements and the Access Easement and to obtain the approval thereof by the City of Albuquerque. JJJ further agrees (i) to make any and all reasonable concessions, grants, or conveyances affecting or encumbering the South Tract that may be required by any governmental authority and (ii) to construct or commit to construct on the South Tract at its sole expense such drainage ponds and facilities to detain, retain and drain storm water runoff from the South Tract as may be required by any governmental authority (the "Drainage Improvements"), in either case as may be required in order to effect the termination and abandonment of the Drainage Easements and the Access Easement as contemplated by this Agreement and to obtain the consent thereto by the City of Albuquerque. For avoidance of doubt, it will not be unreasonable, without just compensation, for JJJ to decline to make any concession, grant or conveyance under clause (i) above that would benefit property other than the South Tract and that would impair the marketability or development of the South Tract or the South Tract's value as collateral, but JJJ will be required to construct or commit to construct the Drainage Improvements that benefit the South Tract.

5. While it is the intent and objective of the Parties and Labatt to presently abandon and terminate the Drainage Easements and the Access Easement, the Parties and Labatt acknowledge that this Agreement, alone, is not sufficient to terminate the Drainage Easements and the Access Easement and remove them from the public records and that the consent of the City of Albuquerque is required to terminate and vacate the Drainage Easements and the Access Easement and release them as a matter of public record.

6. JJJ agrees to obtain the written consent to this Agreement from all lienholders who hold a lien or mortgage against any party of the South Tract.

7. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

8. This Agreement runs with the land and binds and inures to the benefit of the Parties; and their respective heirs, successors, and assigns, including Labatt when it acquires the North Tract.

9. This Agreement will be construed under the laws of the state of New Mexico, without regard to choice-of-law rules of any jurisdiction. Venue for any suit is in Bernalillo County, New Mexico.

10. Enforcement of this Agreement shall be by any proceeding at law or in equity. This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the then owners of the North Tract or the South Tract; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. Failure by Zanios or JJJ or any subsequent owners of all or any portion of the North Tract or the South Tract to enforce any rights under this Agreement shall not be deemed a waiver of the right to do so thereafter.

11. If either of the Parties or Labatt retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover from the other Parties reasonable attorney's fees and court and other costs.

12. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement has been prepared by the joint efforts of the respective attorneys to each of the Parties and Labatt. No provision of this Agreement shall be construed more or less favorably between the Parties or Labatt by reason of authorship or origin of language.

13. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery,

courier delivery, or facsimile transmission and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. In the event of a conveyance of either the North Tract or the South Tract or any portion thereof by a deed recorded in the Real Property Records of Bernalillo County, New Mexico, the address of such grantee in the deed will be the designated address of the subsequent owner the North Tract or the South Tract until further designation as permitted by this Agreement.

If to North Tract owner:

Labatt New Mexico LLC
4500 Industry Park
San Antonio, Texas 78218
Attention: Blair P. Labatt, Jr., President

And, only if Zanios still owns the North Tract, with a copy to Zanios, at:

Zanios Foods, Inc.
P.O. Box 27730
Albuquerque, NM 87125-7730
Attention: James G. Zanios

If to South Tract owner:

JJ & J Properties, LLC
P.O. Box 27730
Albuquerque, NM 87125-7730
Attention: James G. Zanios

14. This Agreement contains the complete agreement of the Parties with respect to the subject matter hereof, and cannot be varied except by a written agreement signed by Labatt and the then owners of the North Tract and the South Tract. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE TO EASEMENT RELEASE AGREEMENT

WITNESS ZANIOS AND JJJ's hands and seal this 26th day of August 2009.

ZANIOS FOODS, INC.
A New Mexico Corporation

By: [Signature]
James G. Zanios, President

JJ & J PROPERTIES, LLC
A New Mexico limited liability company

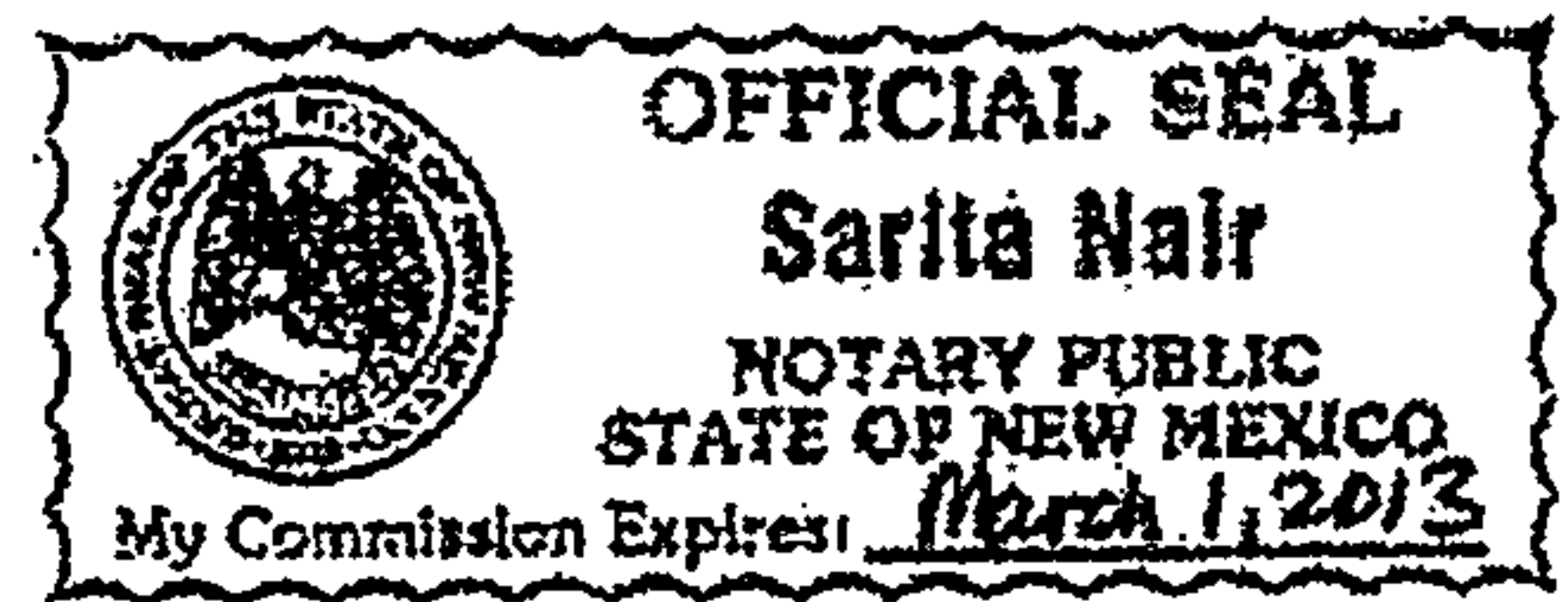
By: [Signature]
Name: JAMES G. ZANIOS
Title: MNGR

State of NEW MEXICO)
County of BERNALILLO)

The foregoing instrument was acknowledged before me this the 26th day of August, 2009 by James G. Zanios, President of Zanios Foods, Inc., a New Mexico corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
March 1, 2013

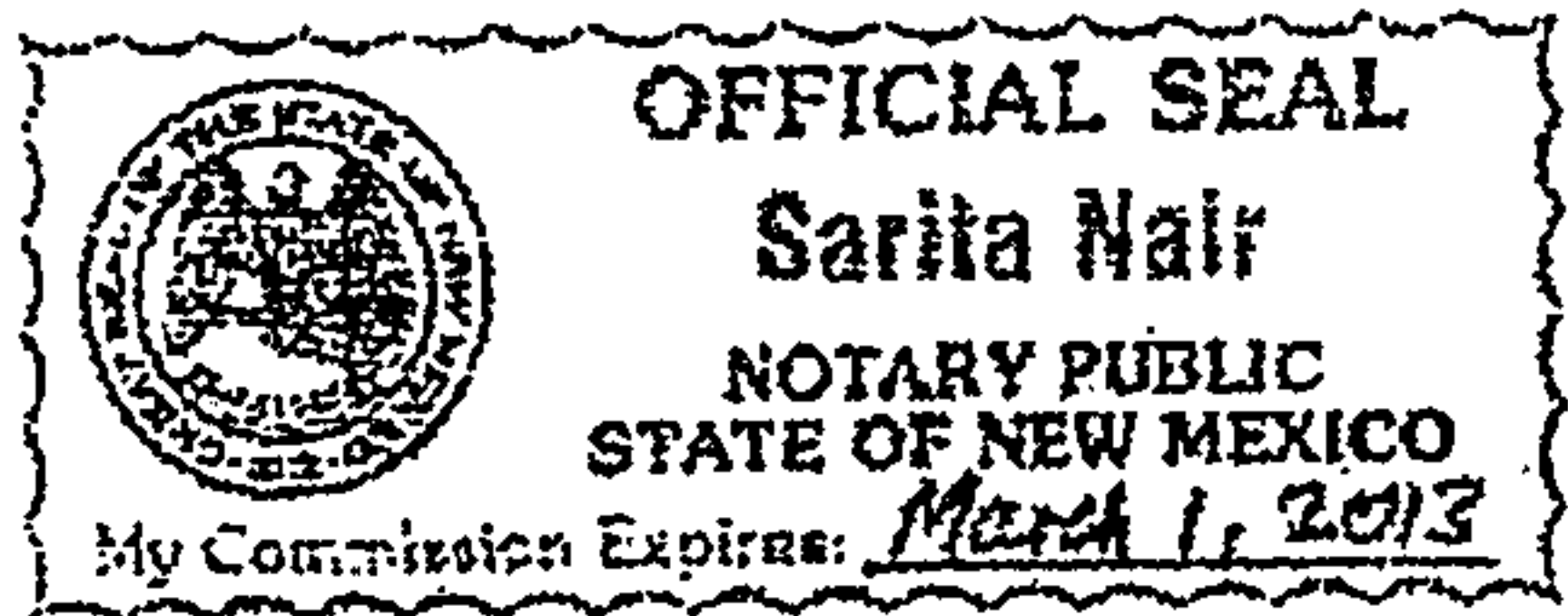


State of NEW MEXICO)
County of BERNALILLO)

The foregoing instrument was acknowledged before me this the 26th day of August, 2009 by James G. Zanios, Manager of JJ & J Properties, LLC, a New Mexico limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

My Commission Expires:
March 1, 2013



November 9, 2009

City of Albuquerque
Planning Department
600 2nd St. NW
Albuquerque, NM 87103

Vacation of Private Easements

Ladies and Gentlemen:

This letter supplements our letter to you dated September 14, 2009 (enclosed).

JJ&J Properties, LLC has provided an original notarized signature on a replat showing the easement vacations described in that letter, and we authorize The Survey Office, LLC, to submit the replat to you on our behalf and cause the recordation of the replat.

JJ&J PROPERTIES, LLC,
a New Mexico limited liability company

By 

James D. Zanios, Member

1529390.doc
Enclosures

November 9, 2009

City of Albuquerque
Planning Department
600 2nd St. NW
Albuquerque, NM 87103

Vacation of Private Easements

Ladies and Gentlemen:

This letter supplements our letter to you dated September 2, 2009 (enclosed).

Labatt New Mexico LLC has provided an original notarized signature on a replat showing the easement vacations described in that letter, and we authorize The Survey Office, LLC, to submit the replat to you on our behalf and cause the recordation of the replat.

LABATT NEW MEXICO LLC,
a New Mexico limited liability company

By: 

Blair P. Labatt, Jr., President

1529336 doc
Enclosures

The Survey Office, LLC

*333 Lomas Blvd., NE * Albuquerque, New Mexico 87102 * 998-0303 * Fax 998-0305*

November 9, 2009

DEVELOPMENT REVIEW BOARD MEMBERS
PLAZA DEL SOL
600 SECOND STREET NW
ALBUQUERQUE, NM 87102

REF: TRACTS A-1-A-1-A-1, B-1-B-1-A-2-A & B-1-B-1-A-1-A, WEST 66 ADDITION

Dear Board Members:

The Survey Office, LLC is requesting to replat three (3) existing tracts into three (3) new tracts, vacate existing private access and private drainage easements.

The property has an existing commercial building (Zanios Foods) and existing sidewalks, curb and gutter (see attached exhibit).

The clients wish to vacate the above easements which no longer benefit the properties (see attached letter).

If you have any questions please feel free to contact me.

Sincerely,


Gary Maple
President

September 2, 2009

City of Albuquerque
Planning Department
600 2nd St. NW
Albuquerque, NM 87103

Vacation of Private Easements

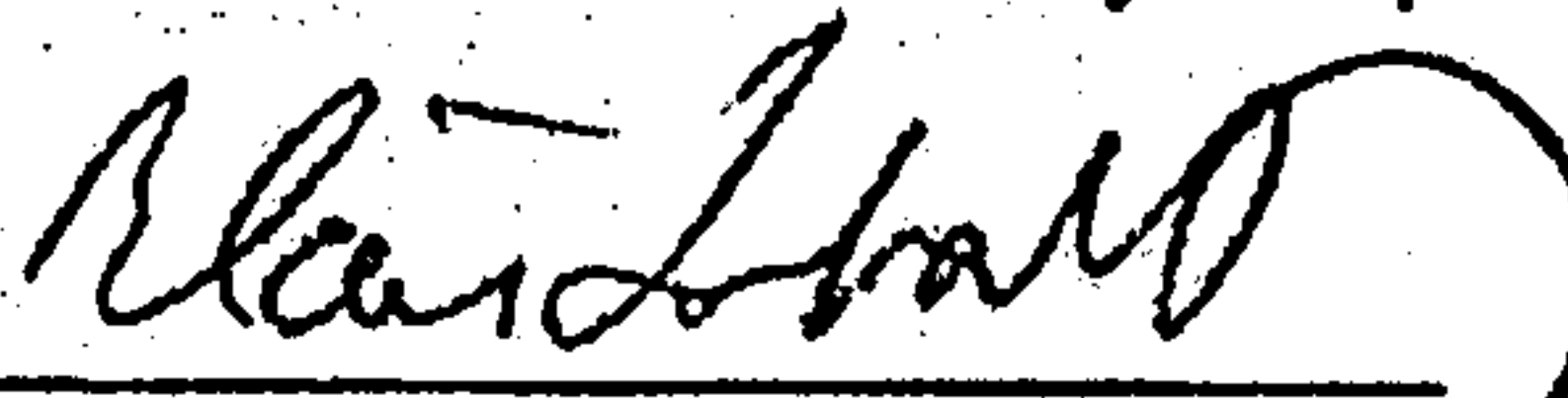
Ladies and Gentlemen:

Pursuant to the enclosed General Warranty Deed recorded August 26, 2009, in Bernalillo County, New Mexico, as Document No. 2009097156, the undersigned, Labatt New Mexico LLC, a New Mexico limited liability company ("Labatt") owns that certain tract of land in the City of Albuquerque, Bernalillo County, New Mexico, containing approximately 10.5793 acres, and more particularly described as follows (the "Labatt Property"):

Tract A-1-A-1-A of the WEST 66 ADDITION, situated within projected Section 22, T.10N., R.2 E., N.M.P.M., City of Albuquerque, New Mexico, as the same is shown and designated on the plat of said addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 16, 2001, in Map Book 2001C, Folio 17 (the "Plat").

We write to indicate our request for, and consent to, the termination and vacation of (i) the 40' private access easement and the drainage easements described in the enclosed Easement Release Agreement recorded August 26, 2009, in Bernalillo County, New Mexico, as Document No. 2009097155 and (ii) the other 40' private access easement situated within the boundaries of the Labatt Property and depicted on the Plat (the "Labatt Easement") (all such easements being created at the same time and in the same manner). Labatt is not using the Labatt Easement (since Labatt owns the fee), and, to our knowledge, no properties, other than the Labatt Property, are benefited by the Labatt Easement.

LABATT NEW MEXICO LLC,
a New Mexico limited liability company

By: 
Blair P. Labatt, Jr., President

Enclosures

TR# 6 21800 4/38 DS

Recording requested by:
Diana Stoneberger
Commonwealth Lawyers Title Company
2155 Louisiana NE Suite 1200
Albuquerque, New Mexico 87110

and when recorded, please return this deed
and tax statements to:
Labatt New Mexico LLC
Attn: Blair Labatt, Jr.
4500 Industry Drive
San Antonio, Texas 78218

Doc# 2009097156

08/26/2009 01:47 PM Page: 1 of 2
MO R: \$17.00 M. Toulouse Oliver, Bernalillo County



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GENERAL WARRANTY DEED

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subject only to ad valorem property taxes for 2009 and subsequent years and those items listed on Exhibit "A" attached hereto and incorporated herein by reference;

with warranty covenants.

WITNESS GRANTOR'S hand and seal this 26th day of August 2009.

GRANTOR:

ZANIOS FOODS, INC.
A New Mexico Corporation

By: [Signature]
James G. Zanios, President

State of NEW MEXICO)
) ss
County of BERNALILLO)

The foregoing instrument was acknowledged before me this the 26th day of August, 2009 by James G. Zanios, President of Zanios Foods, Inc., a New Mexico corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:

March 1, 2013

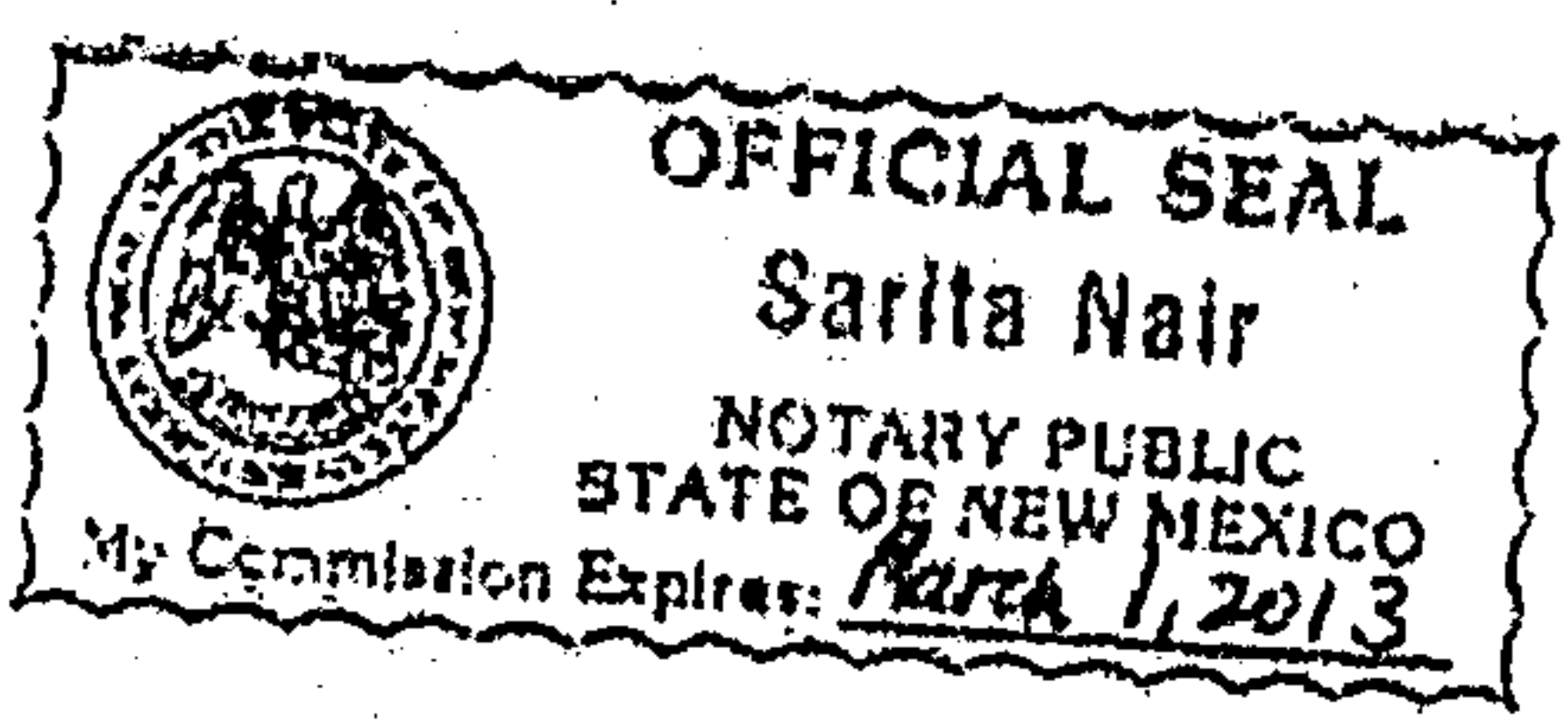


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Tract B-1-B-1-A of the West 66 Addition and Victory Love Fellowship Church, and Joseph G. Beruman, within the Town of Atrisco Grant, Projected Section 22, Township 10 North, Range 2 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, July 2006, filed in the Office of the County Clerk of Bernalillo County, New Mexico on January 12, 2007 in Plat Book 2007C, Page 9 (the "2007 Plat").

The South Tract is located to the south of and adjacent to the North Tract.

C. According to the 2001 Plat and the 2007 Plat, there is located at the southeast corner of the North Tract and the northeast corner of the South Tract, a 40 foot wide and 50 foot long private access easement adjacent to Airport Drive (the "Access Easement"), with 20 feet of the Access Easement width located on the North Tract and 20 feet of the Access Easement width located on the South Tract, as shown, noted and provided for on the 2001 Plat, the 2007 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico. To the actual knowledge of Zanios and JJJ, the Access Easement was only intended to benefit the North Tract and the South Tract. Neither Zanios nor JJJ are currently utilizing that portion of the Access Easement that is located on the other owner's property and, to the actual knowledge of Zanios and JJJ, no other properties are benefited by the Access Easement.



D. According to the 2001 Plat and the 2007 Plat, there is located along part of the common boundary of the North Tract and the South Tract, a 20 foot wide private drainage easement (the "South Drainage Easement") that is approximately 405.36 feet long, with 10 feet of the South Drainage Easement width located on the North Tract and 10 feet of the South Drainage Easement width located on the South Tract, as shown, noted and provided for on the 2001 Plat; the 2007 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico. To the actual knowledge of Zanios and JJJ, this South Drainage Easement was only intended to benefit the North Tract and the South Tract. Neither Zanios nor JJJ are currently utilizing that portion of the South Drainage Easement that is located on the other owner's property and, to the actual knowledge of Zanios and JJJ, no other properties are benefited by the South Drainage Easement.

E. According to the 2001 Plat, there is located along the eastern boundary of the North Tract adjacent to Airport Drive, beginning at the southern boundary line of the North Tract, a 50 foot wide private drainage easement (the "East Drainage Easement") benefiting the South Tract, as shown, noted and provided for on the 2001 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico. JJJ is not currently utilizing the East Drainage Easement and, to the actual knowledge of JJJ, no other properties are benefited by the East Drainage Easement. As used herein, "Drainage Easements" shall mean both the South Drainage Easement and the East Drainage Easement.

F. Zanios has agreed to sell and convey the North Tract to Labatt New Mexico LLC ("Labatt"), and Labatt has required, as a condition to its purchase, that the Access Easement and the Drainage Easements be released. JJJ and Zanios are affiliates with common ownership, and as an inducement for Labatt to purchase the North Tract, Zanios and JJJ desire to execute this Agreement and to release and abandon the Drainage Easements and the Access Easement as provided herein.

AGREEMENT

NOW THEREFORE, for and in consideration for the above Recitals, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Zanios and by JJJ, the Parties agree as follows:

1. The above stated Recitals are incorporated and made a part of this Agreement by reference.

2. Zanios and JJJ each hereby release and abandon all right, title and interest in and to the Access Easement and the Drainage Easements, and, subject to

paragraph 5 of this Agreement, agree that the Access Easement and the Drainage Easements are hereby terminated as of the Effective Date.

3. Zarios and JJJ each represent and warrant to each other and to Labatt that they have no agreements between them, whether oral or written, with respect to the creation, existence or operation of the Drainage Easements or the Access Easement, and that they have no actual knowledge of any such agreements or any requirements by governmental authorities with respect to the creation, existence or operation of the Drainage Easements or the Access Easement, except those reflected on the 2001 Plat, the 2007 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each being recorded in the Real Property Records of Bernalillo County, New Mexico, and all of which, subject to paragraph 5 of this Agreement, are hereby terminated and abandoned by the Parties.

4. Zarios and JJJ each agree upon the written request of Labatt or either of them to execute plats, replats, requests to vacate, or such other agreements in recordable form as may be reasonably requested to further evidence or to confirm the termination and abandonment of the Drainage Easements and the Access Easement and to obtain the approval thereof by the City of Albuquerque. JJJ further agrees (i) to make any and all reasonable concessions, grants, or conveyances affecting or encumbering the South Tract that may be required by any governmental authority and (ii) to construct or commit to construct on the South Tract at its sole expense such drainage ponds and facilities to detain, retain and drain storm water runoff from the South Tract as may be required by any governmental authority (the "Drainage Improvements"), in either case as may be required in order to effect the termination and abandonment of the Drainage Easements and the Access Easement as contemplated by this Agreement and to obtain the consent thereto by the City of Albuquerque. For avoidance of doubt, it will not be unreasonable, without just compensation, for JJJ to decline to make any concession, grant or conveyance under clause (i) above that would benefit property other than the South Tract and that would impair the marketability or development of the South Tract or the South Tract's value as collateral, but JJJ will be required to construct or commit to construct the Drainage Improvements that benefit the South Tract.

5. While it is the intent and objective of the Parties and Labatt to presently abandon and terminate the Drainage Easements and the Access Easement, the Parties and Labatt acknowledge that this Agreement, alone, is not sufficient to terminate the Drainage Easements and the Access Easement and remove them from the public records and that the consent of the City of Albuquerque is required to terminate and vacate the Drainage Easements and the Access Easement and release them as a matter of public record.

6. JJJ agrees to obtain the written consent to this Agreement from all lienholders who hold a lien or mortgage against any party of the South Tract.

7. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

8. This Agreement runs with the land and binds and inures to the benefit of the Parties, and their respective heirs, successors, and assigns, including Labatt when it acquires the North Tract.

9. This Agreement will be construed under the laws of the state of New Mexico, without regard to choice-of-law rules of any jurisdiction. Venue for any suit is in Bernalillo County, New Mexico.

10. Enforcement of this Agreement shall be by any proceeding at law or in equity. This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the then owners of the North Tract or the South Tract; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. Failure by Zanios or JJJ or any subsequent owners of all or any portion of the North Tract or the South Tract to enforce any rights under this Agreement shall not be deemed a waiver of the right to do so thereafter.

11. If either of the Parties or Labatt retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover from the other Parties reasonable attorney's fees and court and other costs.

12. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement has been prepared by the joint efforts of the respective attorneys to each of the Parties and Labatt. No provision of this Agreement shall be construed more or less favorably between the Parties or Labatt by reason of authorship or origin of language.

13. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery,

courier delivery, or facsimile transmission and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. In the event of a conveyance of either the North Tract or the South Tract or any portion thereof by a deed recorded in the Real Property Records of Bernalillo County, New Mexico, the address of such grantee in the deed will be the designated address of the subsequent owner the North Tract or the South Tract until further designation as permitted by this Agreement.

If to North Tract owner:

Labatt New Mexico LLC
4500 Industry Park
San Antonio, Texas 78218
Attention: Blair P. Labatt, Jr., President

And, only if Zanios still owns the North Tract, with a copy to Zanios, at:

Zanios Foods, Inc.
P.O. Box 27730
Albuquerque, NM 87125-7730
Attention: James G. Zanios

If to South Tract owner:

JJ & J Properties, LLC
P.O. Box 27730
Albuquerque, NM 87125-7730
Attention: James G. Zanios

14. This Agreement contains the complete agreement of the Parties with respect to the subject matter hereof, and cannot be varied except by a written agreement signed by Labatt and the then owners of the North Tract and the South Tract. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE TO EASEMENT RELEASE AGREEMENT

WITNESS ZANIOS AND JJJ's hands and seal this 26th day of August 2009.

ZANIOS FOODS, INC.
A New Mexico Corporation

By: [Signature]
James G. Zaniós, President

JJ & J PROPERTIES, LLC
A New Mexico limited liability company

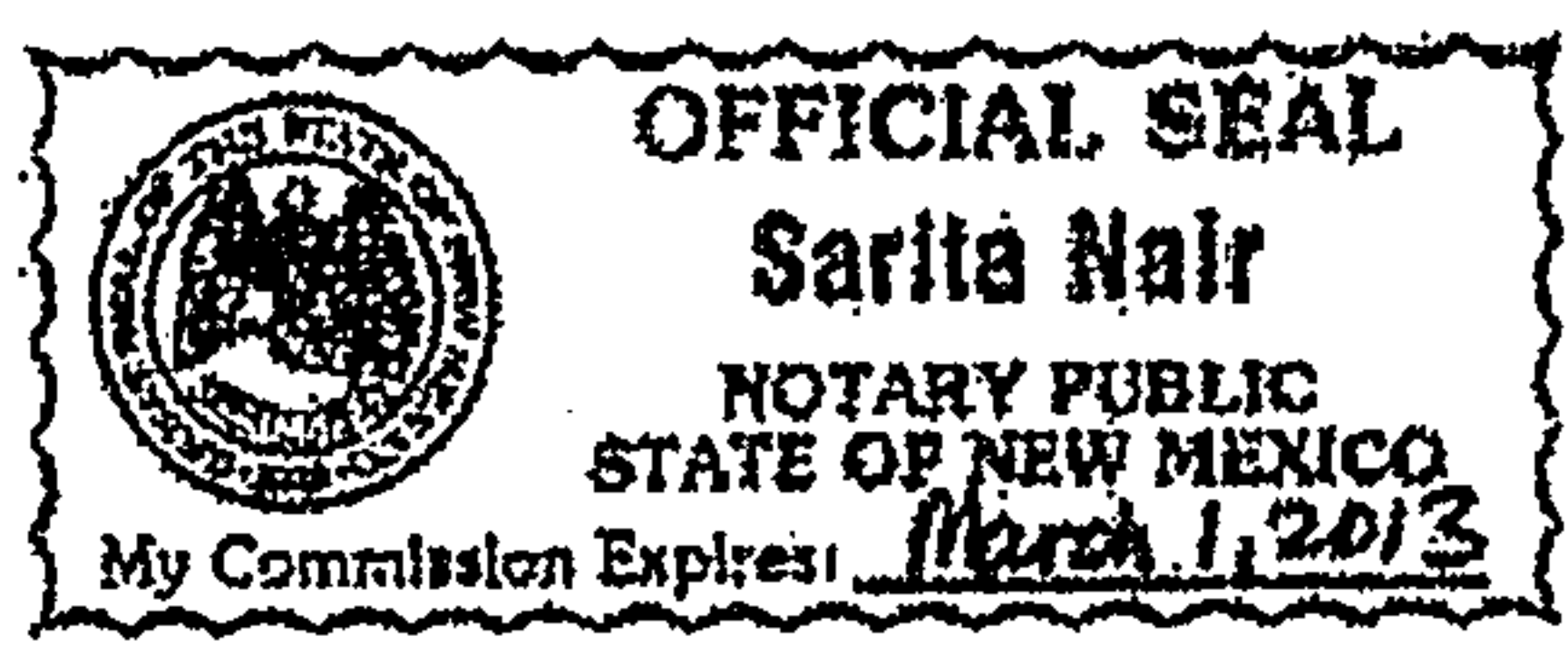
By: [Signature]
Name: JAMES G. ZANIOS
Title: MANAGER

State of NEW MEXICO)
County of BERNALILLO)

The foregoing instrument was acknowledged before me this the 26th day of August, 2009 by James G. Zaniós, President of Zaniós Foods, Inc., a New Mexico corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
March 1, 2013

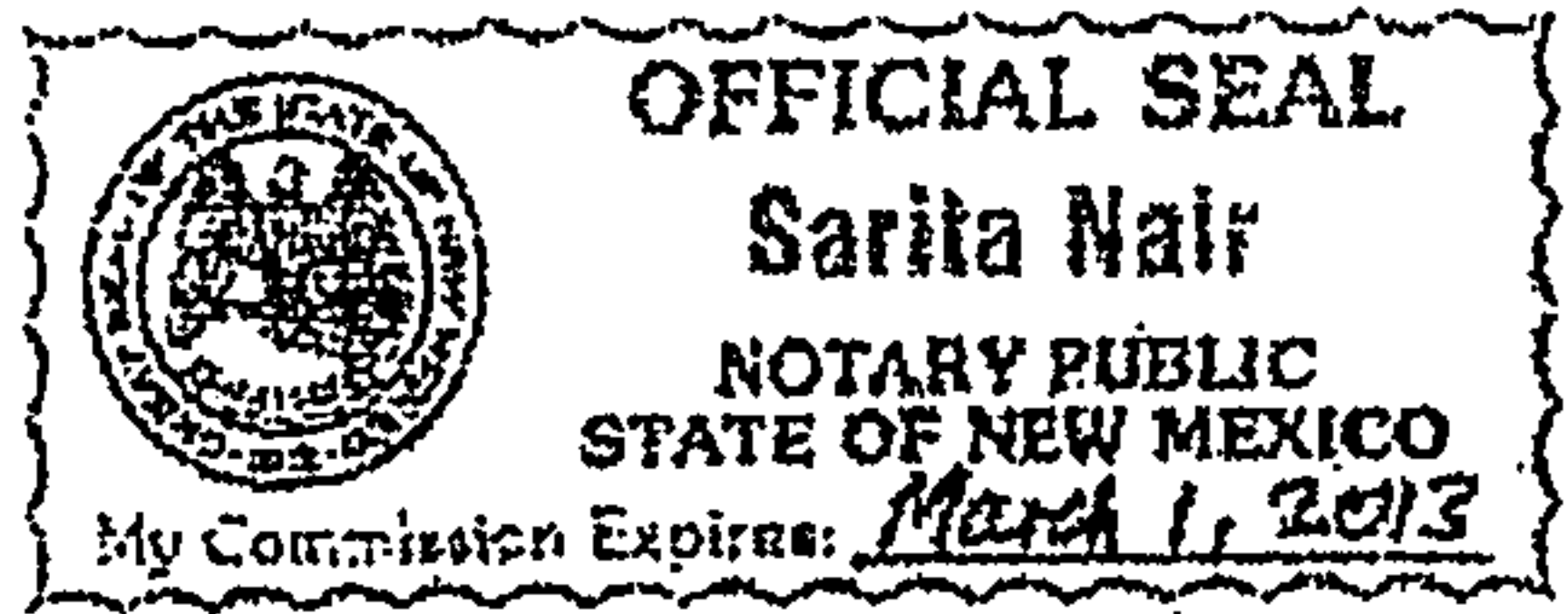


State of NEW MEXICO)
County of BERNALILLO)

The foregoing instrument was acknowledged before me this the 26th day of August, 2009 by James G. Zaniós, Manager of JJ & J Properties, LLC, a New Mexico limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

My Commission Expires:
March 1, 2013



September 14, 2009

City of Albuquerque
Planning Department
600 2nd St, NW
Albuquerque, NM 87103

Vacation of Private Easements

Ladies and Gentlemen:

The undersigned JJ&J Properties, LLC ("JJ&J"), a New Mexico limited liability company, owns that certain tract of land in the City of Albuquerque, Bernalillo County, New Mexico, containing approximately 3.0275 acres, more particularly described as follows (the "South Tract"):

Tract B-1-B-1-A of the West 66 Addition and Victory Love Fellowship Church, and Joseph G. Beruman, within the Town of Atrisco Grant, Projected Section 22, Township 10 North, Range 2 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, July 2006, filed in the Office of the County Clerk of Bernalillo County, New Mexico on January 12, 2007 in Plat Book 2007C, Page 9 (the "2007 Plat").

Labatt New Mexico LLC ("Labatt"), a New Mexico limited liability company, owns that certain tract of land in the City of Albuquerque, Bernalillo County, New Mexico, containing approximately 10.5793 acres, as more particularly described as follows (the "North Tract"):

Tract A-1-A-1-A of the WEST 66 ADDITION, situated within projected Section 22, T.10N., R.2 E., N.M.P.M., City of Albuquerque, New Mexico, as the same is shown and designated on the plat of said addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 16, 2001, in Map Book 2001C, Folio 17 (the "2001 Plat").

Labatt acquired the North Tract from Zanlos Foods, Inc., now known as Zanlos LC ("Zanlos").

JJ&J requests the vacation of the following private easements (the "Easements"):

September 11, 2009

Page 2

1. A 40-foot-wide and 50-foot-long private access easement adjacent to Airport Drive (the "Access Easement") located at the southeast corner of the North Tract and the northeast corner of the South Tract, with 20 feet of the Access Easement width located on the North Tract and 20 feet of the Access Easement width located on the South Tract, as shown, noted and provided for on the 2001 Plat, the 2007 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico.

To JJ&J's knowledge, the Access Easement was intended to benefit only the North Tract and the South Tract. Neither Labatt nor JJ&J is currently using the portion of the Access Easement that is located on the other owner's property. To JJ&J's knowledge, no other properties are benefited by the Access Easement and no one is using the Access Easement for vehicular access.

2. A 20-foot-wide private drainage easement (the "South Drainage Easement") that is approximately 405.36 feet long and is located along part of the common boundary of the North Tract and the South Tract, with 10 feet of the South Drainage Easement width located on the North Tract and 10 feet of the South Drainage Easement width located on the South Tract, as shown, noted and provided for on the 2001 Plat, the 2007 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico.

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3. According to the 2001 Plat, there is located along the eastern boundary of the North Tract adjacent to Airport Drive, beginning at the southern boundary line of the North Tract, a 50-foot-wide private drainage easement (the "East Drainage Easement") benefiting the South Tract, as shown, noted and provided for on the 2001 Plat, and the plats recorded in Map Book 91C, Folio 186; Map Book 91C, Folio 214; Map Book 91C, Folio 231; and Map Book 92C, Folio 240, each recorded in the Real Property Records of Bernalillo County, New Mexico.

JJ&J is not currently using the East Drainage Easement and, to JJ&J's knowledge, no other properties are benefited by the East Drainage Easement.

We enclose: (a) a letter from Labatt agreeing to the vacation and (b) a recorded Easement Release Agreement between Zanlos and JJ&J agreeing to the vacation and stating that Labatt expressly requests the vacation.

September 11, 2009
Page 3

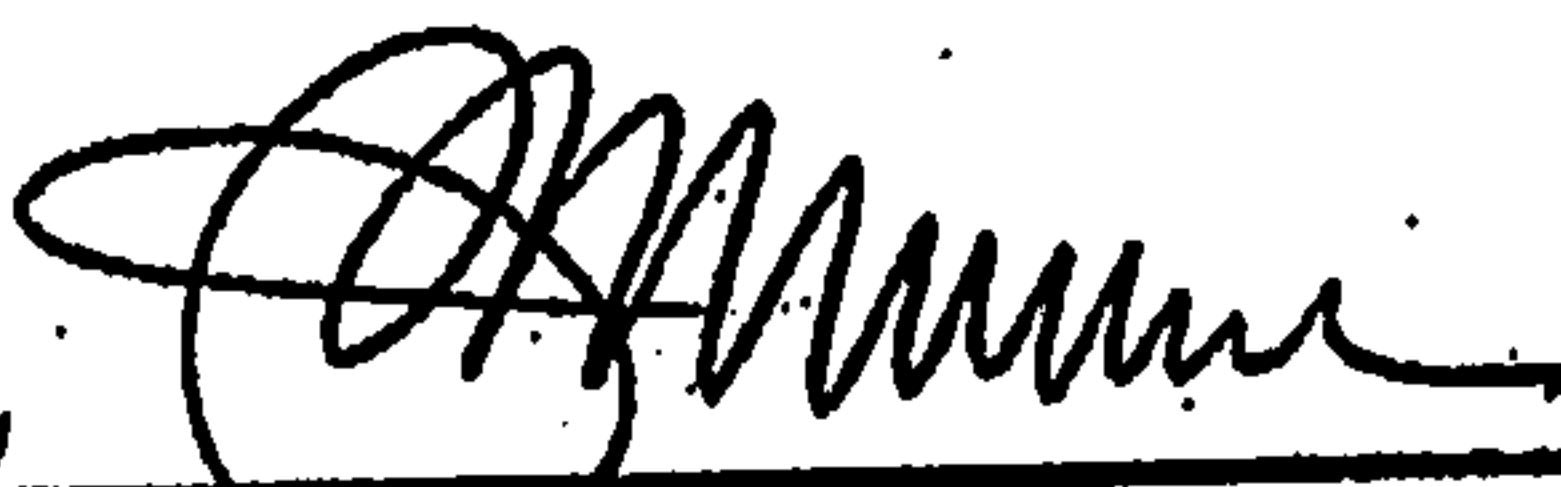
JJ&J requests that the Planning Director eliminate the procedure described in Section 14-14-7-2(E) of the Albuquerque City Ordinances because all of the benefitted and burdened parties are clearly and complete defined and all agree to the vacation.

JJ&J further states:

1. The public welfare is in no way served by retaining the Easements.
2. There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right.

Very truly yours,

JJ&J PROPERTIES, LLC,
a New Mexico limited liability company

By  MNGR.
James G. Zanlos, Manager

September 14, 2009

City of Albuquerque
Planning Department
600 2nd St. NW
Albuquerque, NM 87103

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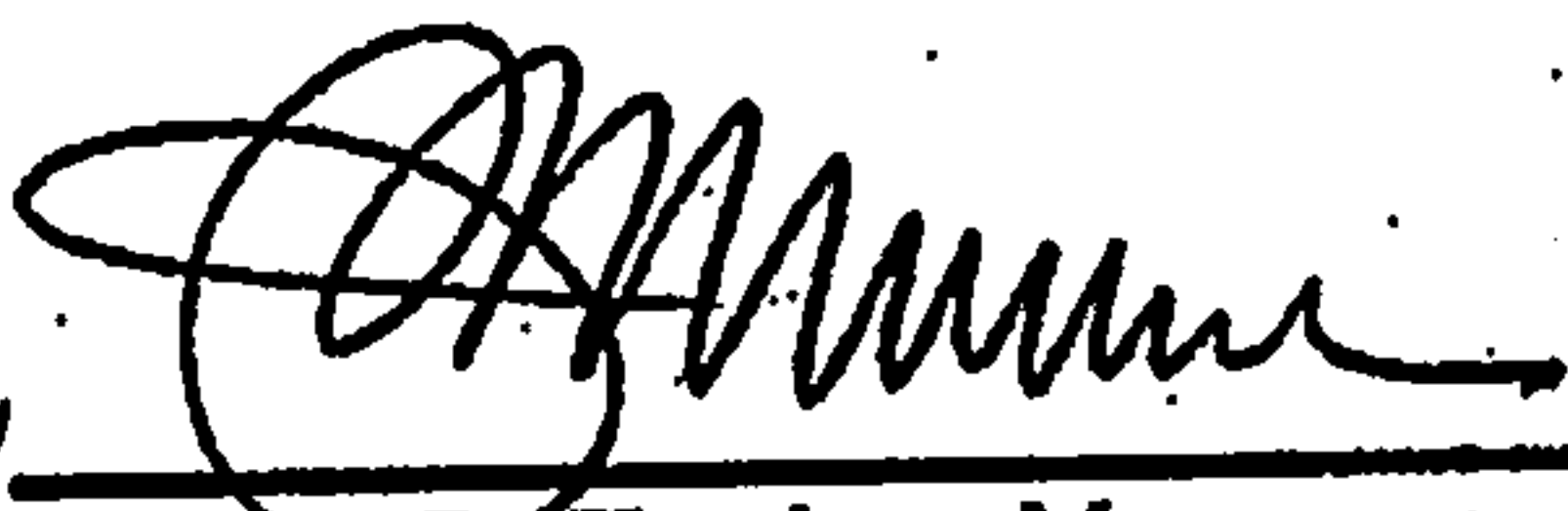
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Very truly yours,

JJ&J PROPERTIES, LLC,
a New Mexico limited liability company

By  MNGR.
James G. Zanios, Manager



City of Albuquerque
P.O. Box 1293 Albuquerque, New Mexico 87103

Planning Department

Martin J. Chavez, Mayor

Richard Dineen, Director

Interoffice Memorandum

November 9, 2009

**SUBJECT: ALBUQUERQUE ARCHAEOLOGICAL ORDINANCE—Compliance
Documentation**

Project Number(s): #1000856

Case Number(s):

Agent: The Survey Office, LLC - C/O G.P.S. LLC, Sarah Gibson

Applicant: JJ & J Properties, LLC and Labatt New Mexico, LLC

Legal Description: Tracts A-1-A-1-A, B-1-B-1-A-2 & B-1-B-1-A-1, West 66 Addition

Zoning: SU-2 / IP

Acreage: 13.5751

Zone Atlas Page: K-10-Z

Existing Development: Zanios Warehouse

CERTIFICATE OF NO EFFECT: Yes No

CERTIFICATE OF APPROVAL: Yes No

TREATMENT PLAN REVIEW:

DISCOVERY:

SUPPORTING DOCUMENTATION: AGIS 2008 aerial photograph

SITE VISIT: n/a

RECOMMENDATION(S):

- **CERTIFICATE OF NO EFFECT IS ISSUED (ref O-07-72 Section 4B(2)—extensive previous land disturbance).**

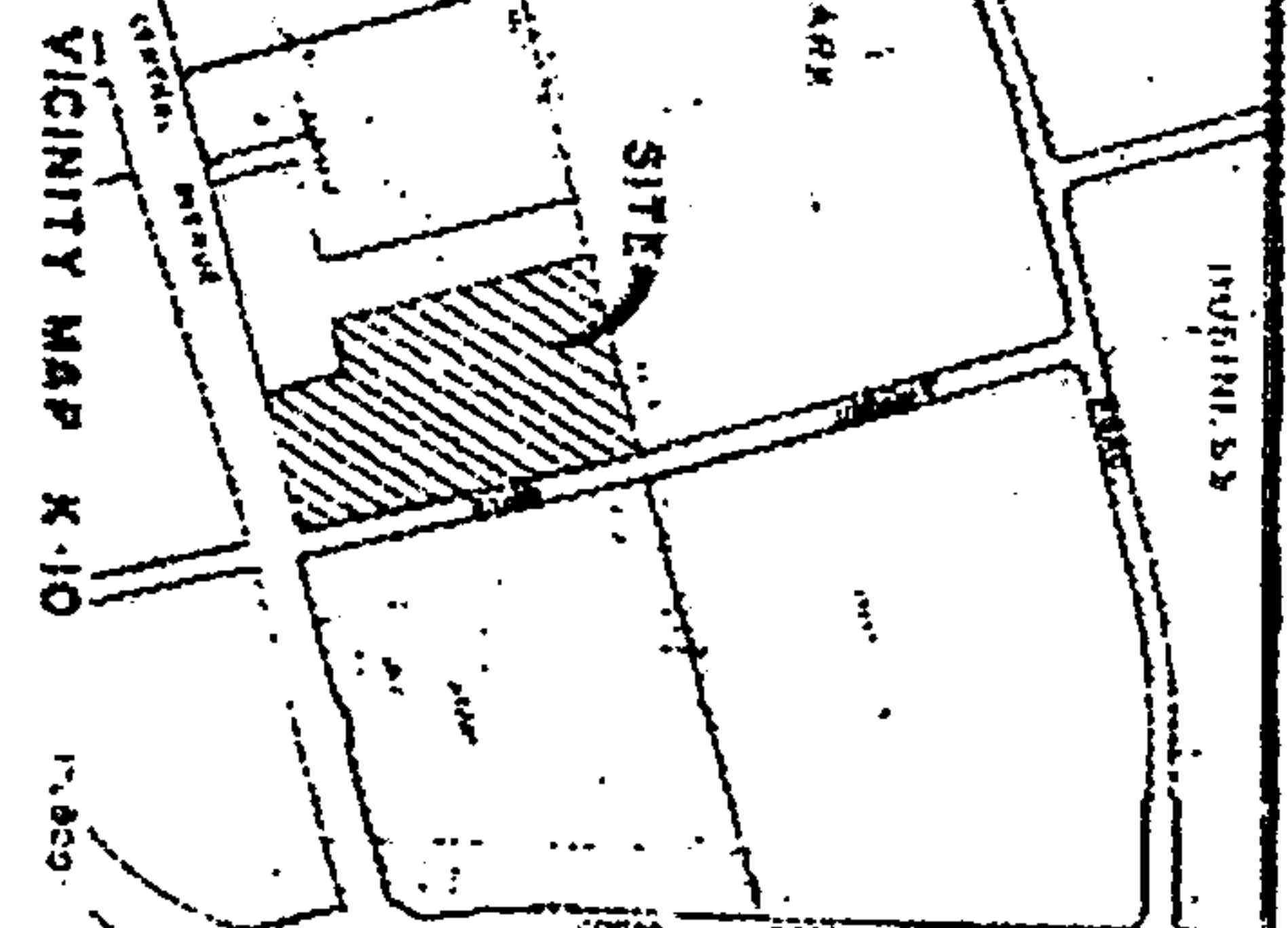
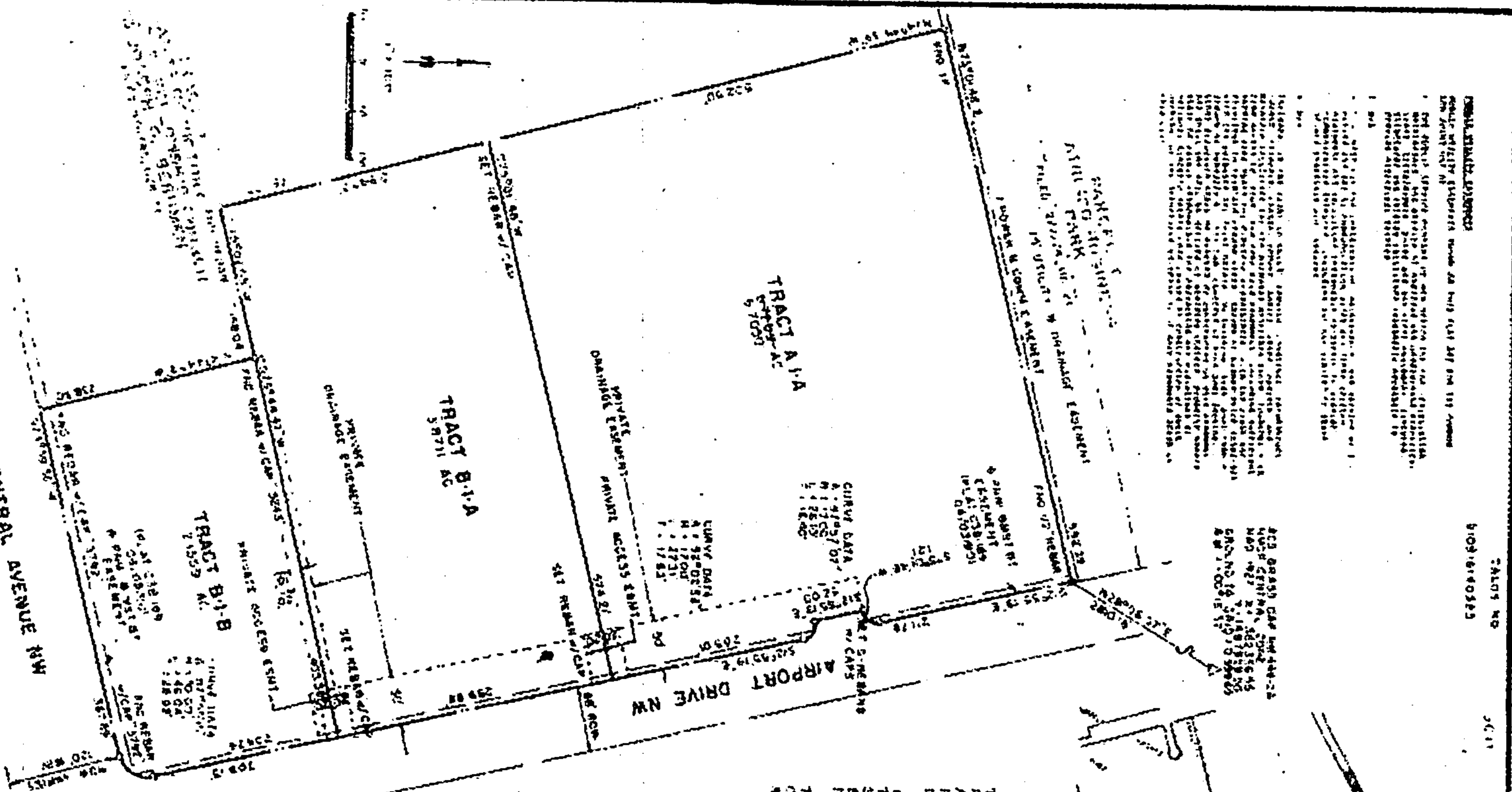
SUBMITTED:

Matthew Schmader, PhD

Superintendent, Open Space Division

City Archaeologist

RECORDING INFORMATION
 This plat is subject to the provisions of the Act of March 1, 1909, and the Act of March 1, 1911, and the Act of March 1, 1913, and the Act of March 1, 1915, and the Act of March 1, 1917, and the Act of March 1, 1919, and the Act of March 1, 1921, and the Act of March 1, 1923, and the Act of March 1, 1925, and the Act of March 1, 1927, and the Act of March 1, 1929, and the Act of March 1, 1931, and the Act of March 1, 1933, and the Act of March 1, 1935, and the Act of March 1, 1937, and the Act of March 1, 1939, and the Act of March 1, 1941, and the Act of March 1, 1943, and the Act of March 1, 1945, and the Act of March 1, 1947, and the Act of March 1, 1949, and the Act of March 1, 1951, and the Act of March 1, 1953, and the Act of March 1, 1955, and the Act of March 1, 1957, and the Act of March 1, 1959, and the Act of March 1, 1961, and the Act of March 1, 1963, and the Act of March 1, 1965, and the Act of March 1, 1967, and the Act of March 1, 1969, and the Act of March 1, 1971, and the Act of March 1, 1973, and the Act of March 1, 1975, and the Act of March 1, 1977, and the Act of March 1, 1979, and the Act of March 1, 1981, and the Act of March 1, 1983, and the Act of March 1, 1985, and the Act of March 1, 1987, and the Act of March 1, 1989, and the Act of March 1, 1991, and the Act of March 1, 1993, and the Act of March 1, 1995, and the Act of March 1, 1997, and the Act of March 1, 1999, and the Act of March 1, 2001, and the Act of March 1, 2003, and the Act of March 1, 2005, and the Act of March 1, 2007, and the Act of March 1, 2009, and the Act of March 1, 2011, and the Act of March 1, 2013, and the Act of March 1, 2015, and the Act of March 1, 2017, and the Act of March 1, 2019, and the Act of March 1, 2021, and the Act of March 1, 2023, and the Act of March 1, 2025.



FREE CONSENT B DEDICATION

THE DEDICATION HEREON DESCRIBED IS WITH THE FREE CONSENT OF, AND IN ACCORDANCE WITH THE DECISION OF THE UNDERSIGNED OWNERS, AND/OR PROPRIETORS, THEREOF AND SAID OWNERS AND/OR PROPRIETORS DO HEREBY CERTIFY THAT THE EASEMENTS OF RECORD DO REMAIN IN EFFECT.

IN ADDITION, THE OWNERS AND/OR PROPRIETORS DO HEREBY GRANT THE PRIVATE EASEMENT AND PRIVATE RIGHT-OF-WAY EASEMENTS SHOWN HEREON, THE OPERATION AND MAINTENANCE OF THESE PRIVATE EASEMENTS WILL BE ADMINISTERED BY THE OWNERS AND/OR PROPRIETORS OF THE TRACT OR WHICH THE EASEMENT IS LOCATED.

THE UNDERSIGNED OWNERS AND/OR PROPRIETORS DO HEREBY FREELY CONSENT TO ALL THE FOREGOING AND DO HEREBY CERTIFY THAT THEY ARE AUTHORIZED TO DO SO.

Jean J. Bordnave
 JEAN J. BORDNAVE
 JEANNE BORDNAVE

Robert W. Kame
 ROBERT W. KAME

Sandra Quintana
 SANDRA QUINTANA

NOTES

1. A field survey was performed. All corners were found or set as indicated hereon.
2. There are existing tracks. There are 3 streets proposed.
3. The street alignment is shown on the plan.
4. All distances are horizontal ground distances.
5. Bearings are New Mexico State Plane (Central Zone) grid bearings.
6. Tracts A-1-A, B-1-A and B-1-B are subject to a Public Right-of-Way Easement as shown on the plat of a proposed plat filed April 01, 1989 in Volume 225, Page 383.

91086033 AMENDED
PLAT OF
TRACTS A-1-A, B-1-A AND B-1-B
WEST 66 ADDITION
ALBUQUERQUE, NEW MEXICO
AUGUST 1991

DESCRIPTION
 A certain parcel of land located in protracted Section 22, T10N, R12E, within the corporate limits of the City of Albuquerque, County of Bernalillo, New Mexico, being and comprising all of Tracts A-1, B-1 and B-2 of the West 66 Addition as shown on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on August 23, 1991 in Volume 225, Page 383, and being more particularly described as follows:

- 517 59.19'-E, 211.78 feet along the westerly right-of-way line of Airport Drive, thence
- Southeasterly, 36.10 feet along the arc of a curve and a chord bearing S11 D-19-W, 21.61 feet; thence
- E112 01'-W, 1.22 feet; thence
- S1 55'-19"-E, 52.90 feet; thence
- Southeasterly, 27.31 feet along the arc of a curve and a chord bearing S11 D-19-W, 29.47 feet; thence
- S17 55'-19"-E, 709.13 feet along the westerly right-of-way line of Airport Drive, thence
- Southeasterly, 72.48 feet along the arc of a curve and a chord bearing S11 D-19-W, 41.45 feet; thence
- S74 59'-56"-W, 367.89 feet along the northerly right-of-way line of Central Avenue, thence
- N14 41'-59"-W, 224.30 feet; thence
- S75 02'-55"-W, 158.04 feet; thence
- N14 59'-39"-W, 757.07 feet to the northwest corner of the intersection of the above described corner.

APPROVALS
DNB 91-289 SP-91-153

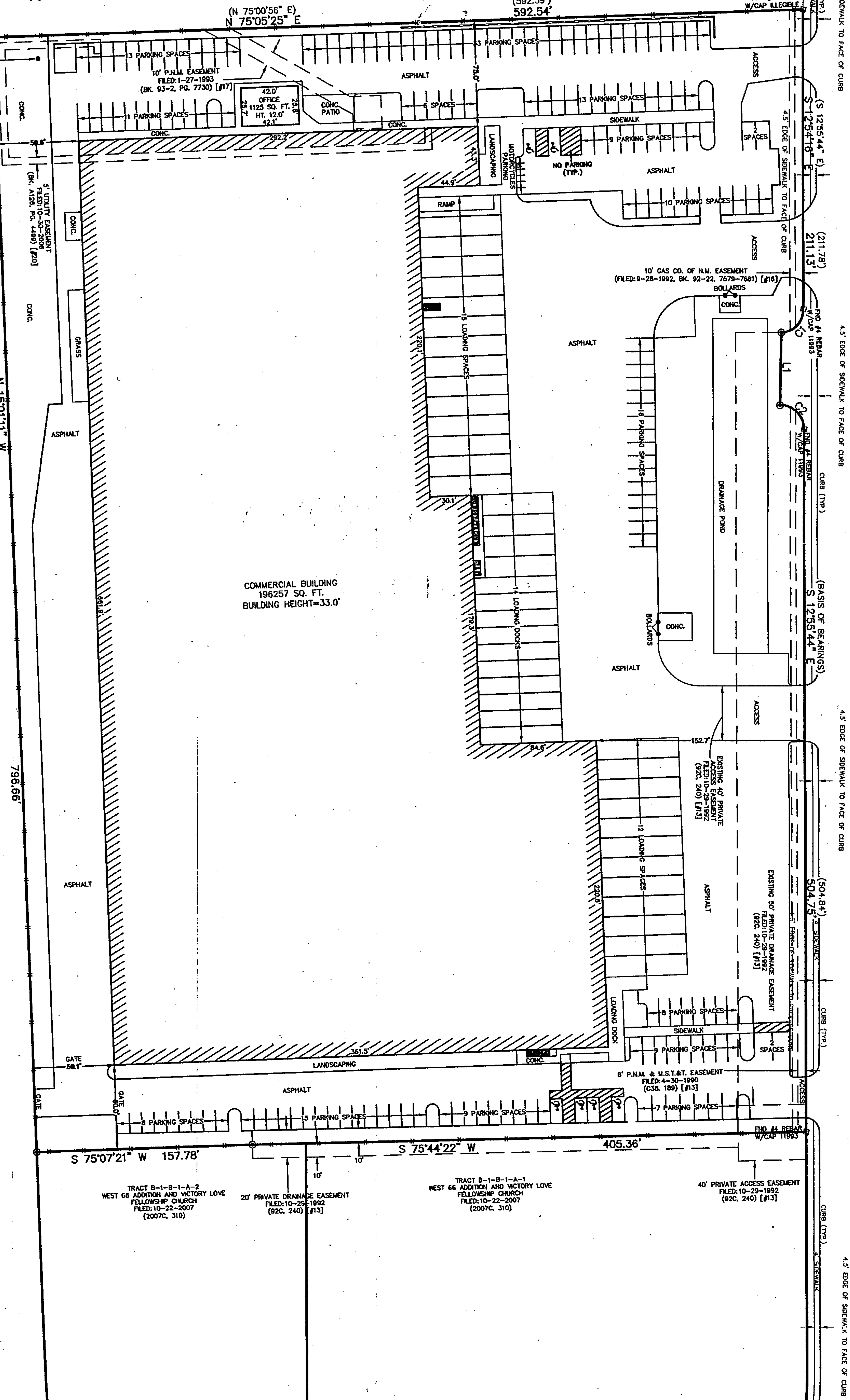
APPROVALS
 PLANNING DIRECTOR, CITY OF ALBUQUERQUE, N. M. **9-26-91**
 WATER RESOURCE DIRECTOR, CITY OF ALBUQUERQUE, N. M. **9-24-91**
 FOR EXECUTION BY OWNER, ANARCH **9-24-91**
 CITY ENGINEER, CITY OF ALBUQUERQUE, N. M. **9-24-91**
 TRAFFIC ENGINEER, CITY OF ALBUQUERQUE, N. M. **9-24-91**
 DIRECTOR OF PARKS & RECREATION, CITY OF ALBUQUERQUE, N. M. **9-24-91**
 PROPERTY MANAGER, CITY OF ALBUQUERQUE, N. M. **9-24-91**
 CITY SURVEYOR, CITY OF ALBUQUERQUE, N. M. **9-24-91**

SURVEYOR'S CERTIFICATE
 I, JEAN J. BORDNAVE, A REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, UNDER ALL REQUIREMENTS OF RECORD AND MADE KNOWN TO ME AND MEETS THE MINIMUM REQUIREMENTS OF HONORABLE AND ACCURATE SURVEYING OF THE ABOVE-DERIVED SUBDIVISION ORDINANCE, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JEAN J. BORDNAVE STATE & PS NO. 5110
 This is to certify that taxes are current and paid on 225-383.

Property Owner of Record **Albuquerque Garage & Janitoria**
 Detail: 110 County Treasurer's Office

= 75'



EDGE OF SIDEWALK TO FACE OF CURB
4.5' EDGE OF SIDEWALK TO FACE OF CURB
4.5' EDGE OF SIDEWALK TO FACE OF CURB
4.5' EDGE OF SIDEWALK TO FACE OF CURB
4.5' EDGE OF SIDEWALK TO FACE OF CURB

92C-24001

92C-24001

TALOS NO. 82100814040224.
DRS NO. 31-0288

FREE CONSENT STATEMENT

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT OF, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND SAID OWNERS DO HEREBY CERTIFY THAT THE EASEMENTS OF RECORD (excepting the public drainage being vacated by this plat) DO REMAIN IN EFFECT.

THE UNDERSIGNED OWNERS DO HEREBY FREELY CONSENT TO ALL THE FOREGOING AND DO REPRESENT THAT THEY ARE AUTHORIZED TO SO ACT.
TRACTS A-1-A-1 & B-1-A-1

[Signature]
JAMES G. ZANIOS, as Trustee of the JAMES G. ZANIOS and PATSY JOANN ZANIOS REVOCABLE TRUST, dated 5/14/85, amended

[Signature]
PATSY JOANN ZANIOS, as Trustee of the JAMES G. ZANIOS and PATSY JOANN ZANIOS REVOCABLE TRUST, dated 5/14/85, amended

TRACT B-1-B-1

[Signature]
GEORGE BRUNACINI

[Signature]
JEANNETTE BRUNACINI

[Signature]
JIM BRUNACINI, a married man as his sole and separate property

ACKNOWLEDGMENTS

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } ss.

The foregoing instrument was acknowledged before me this 13th day of October, 1992, by JAMES G. ZANIOS, as Trustee of the JAMES G. ZANIOS and PATSY JOANN ZANIOS REVOCABLE TRUST, dated May 14, 1985, as amended.

[Signature]
Notary Public My Commission Expires 4/7/93

The foregoing instrument was acknowledged before me this 13th day of October, 1992, by PATSY JOANN ZANIOS, as Trustee of the JAMES G. ZANIOS and PATSY JOANN ZANIOS REVOCABLE TRUST, dated May 14, 1985, as amended.

[Signature]
Notary Public My Commission Expires 4/7/93

The foregoing instrument was acknowledged before me this 13th day of October, 1992, by JIM BRUNACINI, a married man, as his sole and separate property.

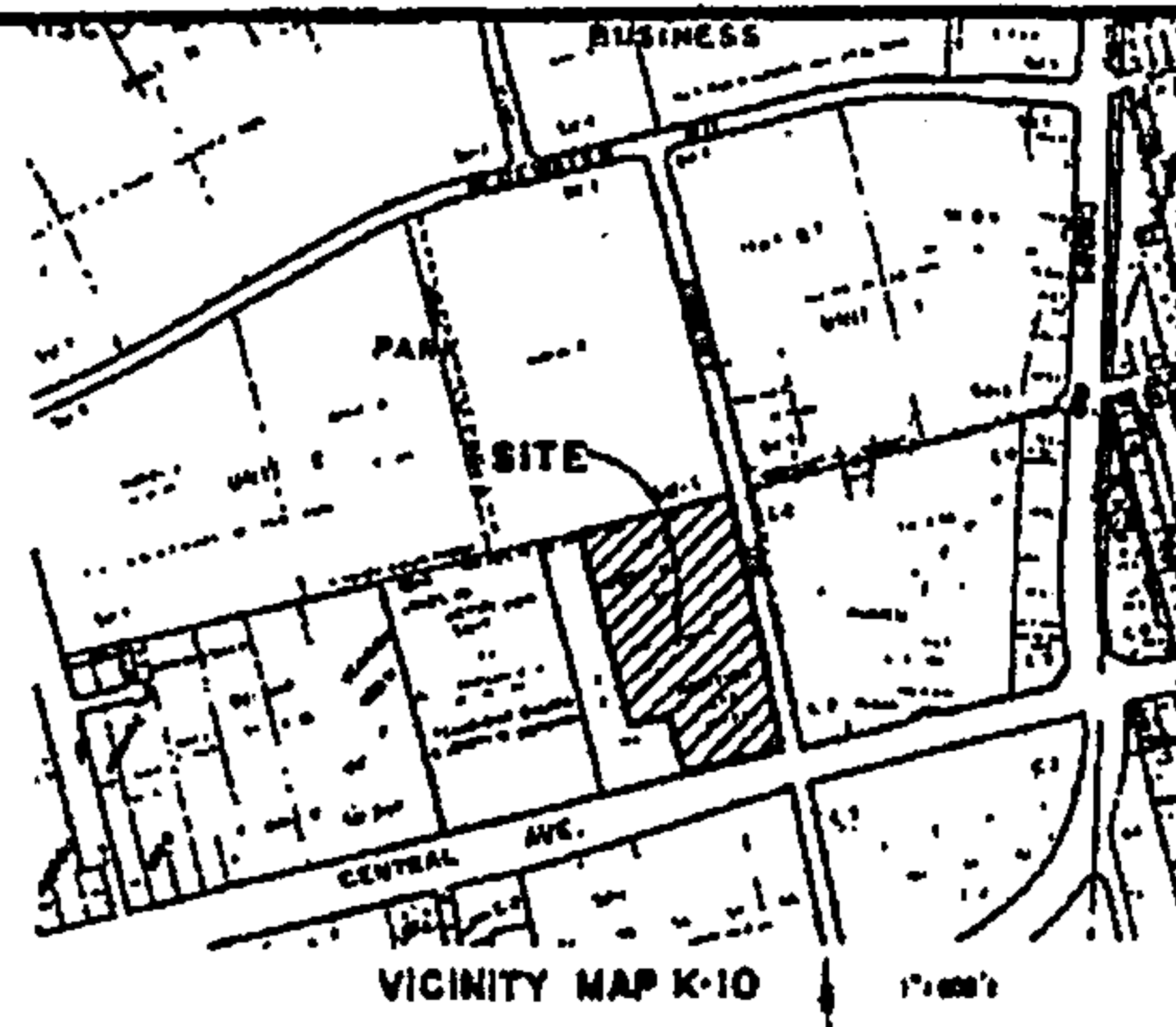
[Signature]
Notary Public 5-26-95

The foregoing instrument was acknowledged before me this 13th day of October, 1992, by GEORGE BRUNACINI.

[Signature]
Notary Public 5-26-95

The foregoing instrument was acknowledged before me this 13th day of October, 1992, by JEANNETTE BRUNACINI.

[Signature]
Notary Public 5-26-95



VICINITY MAP K-10

LEGAL DESCRIPTION

A certain tract of land located in projected Section 22, T10N, R2E, 100PM, within the Corporate Limits of the City of Albuquerque, County of Bernalillo, New Mexico, being and comprising all of Tracts A-1-A, B-1-A and B-1-B of the WEST 66 ADDITION as shown on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on October 19, 1991 in Volume 91C, Folio 231, and being more particularly described as follows:

Beginning at the Northeast Corner of the tract, from whence the ACS Monument NW 448-2A bears N 28 04'07"E, 2810.18 feet; thence, S12 55'19"E, 211.78 feet along the westerly right-of-way line of Airport Drive; thence, Southwesterly, 26.18 feet along the arc of a curve right, said curve having a radius of 17.08 feet and a chord bearing S31 03'15"W, 23.81 feet; thence, S75 01'48"W, 1.22 feet; thence, S12 55'19"E, 32.00 feet; thence, Southeasterly, 27.31 feet along the arc of a curve right, said curve having a radius of 17.08 feet and a chord bearing S58 56'46"E, 24.47 feet; thence, S12 53'19"E, 709.12 feet along the westerly right-of-way line of Airport Drive; thence, Southwesterly, 46.08 feet along the arc of a curve right, said curve having a radius of 30.80 feet and a chord bearing S31 02'18"W, 41.65 feet; thence, S74 58'56"W, 387.89 feet along the northerly right-of-way line of Central Avenue; thence, N14 44'59"W, 238.38 feet; thence, S78 02'55"W, 158.04 feet; thence, N14 59'39"W, 797.07 feet to the northwest corner; thence, N75 01'48"E, 592.39 feet to the point of Beginning. Said tract contains 12.7328 acres more or less.

TREASURER'S CERTIFICATION

This is to certify that taxes are current and paid on OPC # 1-819-857-119-N7-2719 + 1-08-857-N7-259-2717

Property Owner of Record [Signature]
Bernalillo County Treasurer's Office Date 10-18-92

82108813 PLAT OF
TRACTS A-1-A-1, B-1-A-1 AND B-1-B-1
WEST 66 ADDITION
ALBUQUERQUE, NEW MEXICO
OCTOBER, 1992

State of New Mexico } SS
County of Bernalillo }
This instrument was filed for record on
3:42 OCT 28 1992
at the office of the County Clerk, Bernalillo County, New Mexico
[Signature] County Clerk

5A-92-157

APPROVALS

<u>[Signature]</u> PLANNING DIRECTOR, CITY OF ALBUQUERQUE, N.M.	10-29-92 DATE
<u>[Signature]</u> WATER RESOURCES, CITY OF ALBUQUERQUE, N.M.	10-27-92 DATE
<u>[Signature]</u> FOR EXECUTIVE VACATION, ANATCA	10-27-92 DATE
<u>[Signature]</u> CITY ENGINEER, CITY OF ALBUQUERQUE, N.M.	10-27-92 DATE
<u>[Signature]</u> TRAFFIC ENGINEER, CITY OF ALBUQUERQUE, N.M.	10-27-92 DATE
<u>[Signature]</u> DIRECTOR OF PARKS & RECREATION, CITY OF ALBUQUERQUE, N.M.	10-27-92 DATE
<u>[Signature]</u> PROJECT MANAGER, CITY OF ALBUQUERQUE, N.M.	10-27-92 DATE
<u>[Signature]</u> CITY SURVEYOR, CITY OF ALBUQUERQUE, N.M.	10-27-92 DATE

SURVEYOR'S CERTIFICATION

I, JEAN J. BORDENAVE, A REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, SHOWS ALL EASEMENTS OF RECORD OR MADE KNOWN TO ME AND MEETS THE MINIMUM REQUIREMENTS OF DOCUMENTATION AND SURVEYS OF THE ALBUQUERQUE SUBDIVISION ORDINANCE, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
JEAN J. BORDENAVE RPE & PS NO. 3110



SHEET 1 OF 2

BORDENAVE DESIGNS
4000 10TH ST SW
ALBUQUERQUE, NM 87105-1000
(505) 263-1000

92C-24001

92C-240(2)

92C-240(2)

92108813

PLAT OF
 TRACTS A-1-A-1, B-1-A-1 AND B-1-B-1
WEST 66 ADDITION
 ALBUQUERQUE, NEW MEXICO
 OCTOBER 1992

NOTES

1. Properly owner monuments found as follows.
 - Iron Pipe
 - Rebar
 - ⊙ Rebar w/ cap "3792"
 - ⊙ Rebar w/ cap "5110"
 - Nail found
2. No new lots are being formed and no streets are being created.
3. All distances are horizontal ground distances.
4. Bearings are New Mexico State Plane (Central Zone) grid bearings.
5. Prior to development, City of Albuquerque water and sewer service to these lots must be verified and coordinated with the Public Works Department, City of Albuquerque, via a request for and Water and Sanitary Power Availability Statement.

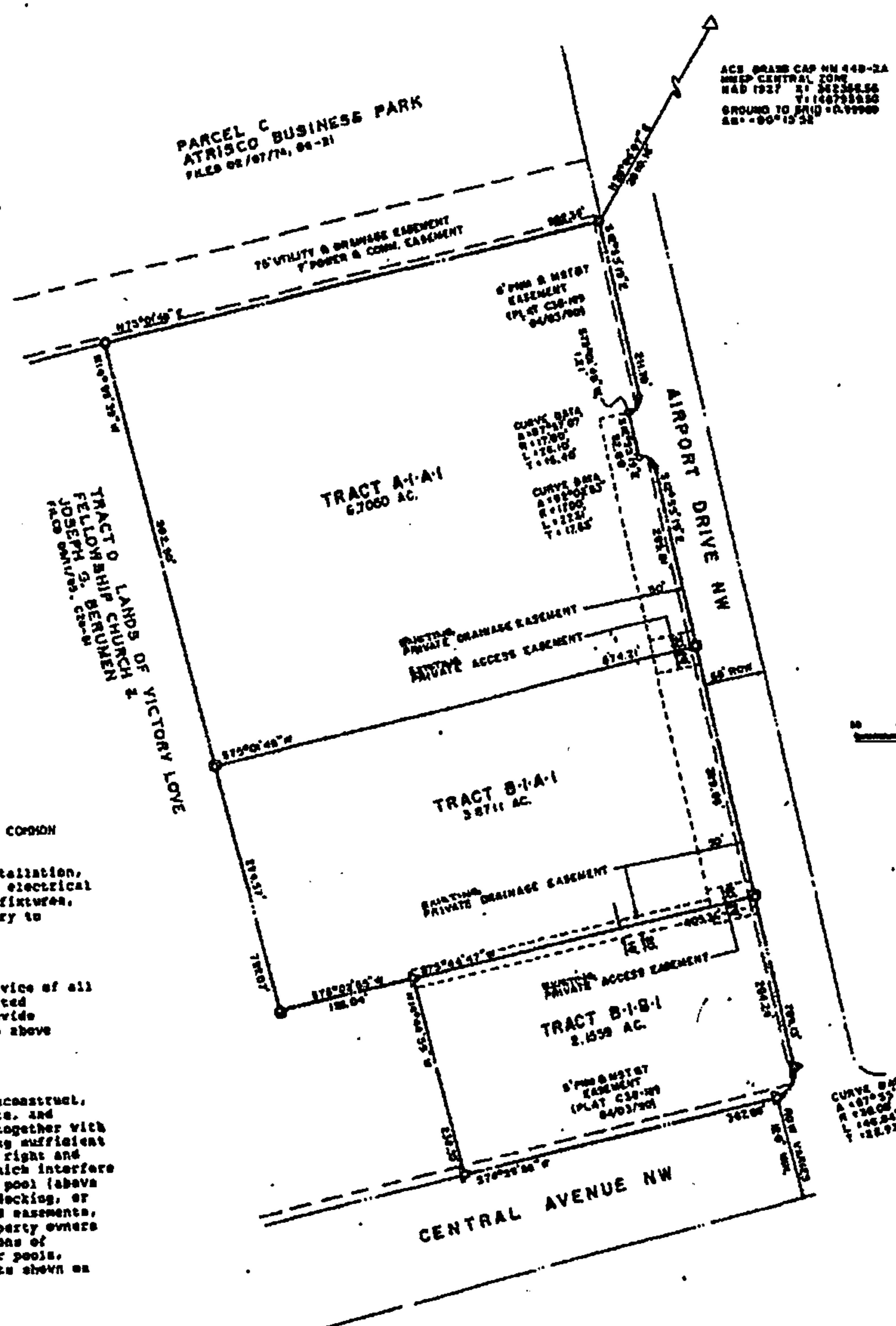
DISCLOSURE STATEMENT
 THE PURPOSE OF THIS PLAT IS TO VACATE THE BLANKET DRAINAGE EASEMENT ON TRACTS A-1-A-1, B-1-A-1 AND B-1-B-1 PER W-91-43

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE FOR THE COMMON AND JOINT USE OF:

1. THE PUBLIC SERVICE COMPANY OF NEW MEXICO for the installation, maintenance, and service of overhead and underground electrical lines, transformers, poles and any other equipment, fixtures, structures and related facilities reasonably necessary to provide electrical service.
2. N/A
3. U.S. WEST 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 pedestals and closures.
4. N/A

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, modify, renew, 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 electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (above ground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electric Safety Code caused by construction or pools, decking, or any structures adjacent to or near easements shown on this plat.



State of New Mexico }
 County of Bernalillo } SS
 the Instrument was filed for record on
 3:40 PM OCT 2 9 1992
 by _____
 Deputy Clerk



SHEET 2 OF 2
B BORDENAVE DESIGNS
 P.O. BOX 2454
 ALBUQUERQUE, NEW MEXICO 87100-1100
 (505) 263-1000

92C-240(2)



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Sarah Gibson

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Travel

Work

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preview invite

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1 of 6 Older >

FW: Project No. 1008065 Inbox

☆ "Zamora, David M." <dmzamora@cabq.gov> show details 12:05 pm (9 minutes ago) Reply

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UNM GMAT & Get ready for yc EMBA Anderson Schor mba.unm.edu

Albuquerque B Historic Heritage Great Accommc Location! www.albuquerque

More about... Albuquerque Re Albuquerque O GIS Mapping » Autodesk GIS »

About

From: Zamora, David M. Sent: Tuesday, November 10, 2009 3:04 PM To: 'Mike Greiner' Subject: Project No. 1008065

The .dxf file for Project No. 1008065 (West 66 Addn) has been approved.

David M. Zamora GIS Coordinator - AGIS City of Albuquerque Planning Department 924-3929 phone 924-3812 fax www.cabq.gov/gis dmzamora@cabq.gov

Reply Forward Invite David to Gmail

[Empty reply box]

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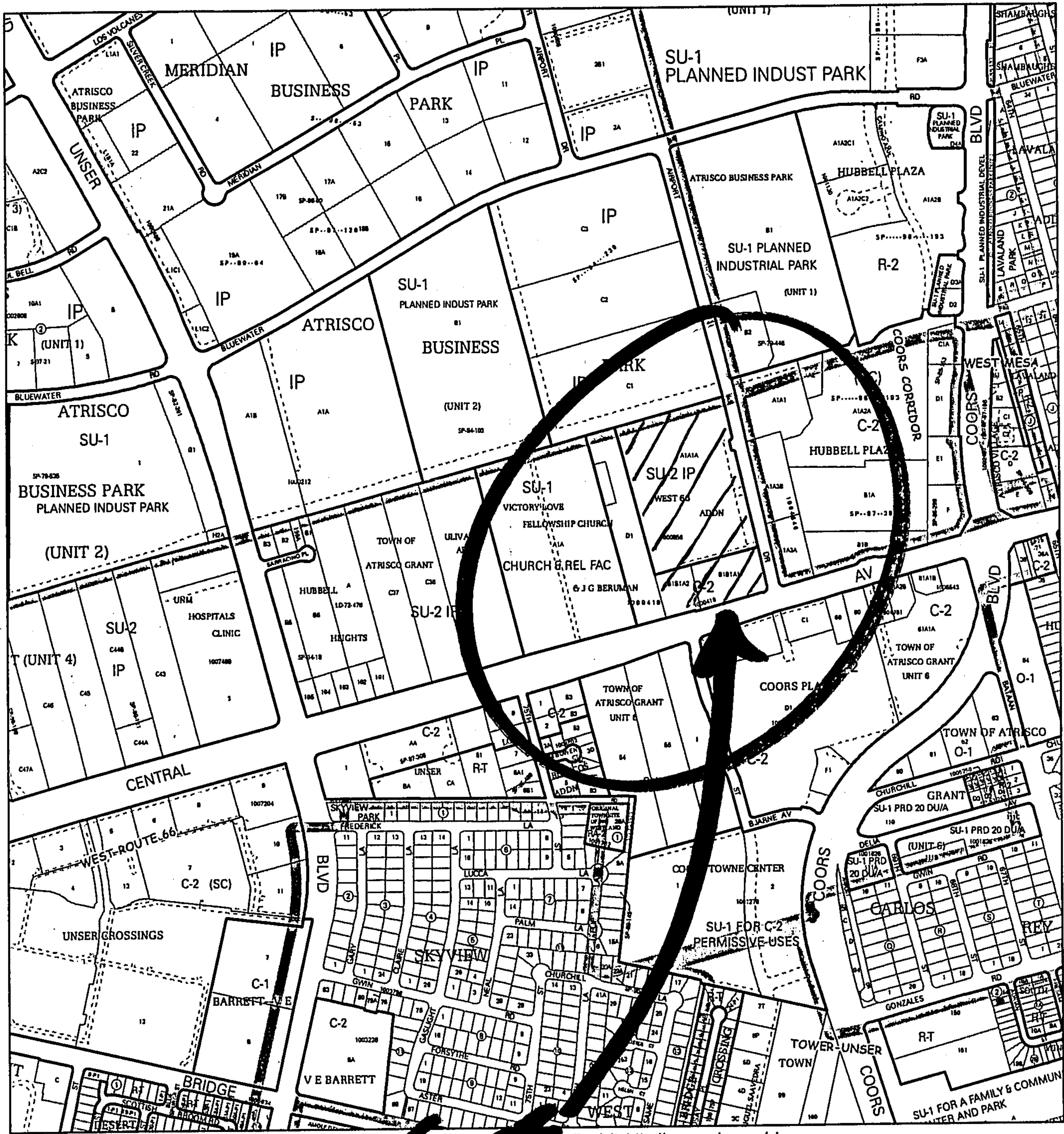
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For more current information and details visit: <http://www.cabq.gov/gis>

AGIS
Albuquerque Geographic Information System

Map amended through: 3/10/2009

SITE

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
K-10-Z

Selected Symbols

SECTOR PLANS	Escarpment
Design Overlay Zones	2 Mile Airport Zone
City Historic Zones	Airport Noise Contours
H-1 Buffer Zone	Wall Overlay Zone
Petroglyph Mon.	

0 750 1,600 Feet