



# DRB CASE ACTION LOG

REVISED 10/08/07

(RE / 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.: 10DRB-70322 Project # 1008565  
 Project Name: MESA VERDE  
 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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UTILITIES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY ENGINEER / AMAFCA: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PARKS / CIP: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PLANNING (Last to sign): - verify fence relocation  
- drop file

- 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.

Created On:

8. **Project# 1001157**  
10DRB-70295 PRELIMINARY/FINAL  
PLAT APPROVAL

SANTIAGO ROMERO JR & ASSOC. INC. agent(s) for CITY OF ALBUQUERQUE AVIATION DEPARTMENT request(s) the referenced/ above action(s) for all or a portion of Tract(s) A, **SUNPORT MUNICIPAL ADDITON**, zoned SU-1 FOR AIRPORT; M-1; and M-2; located on the east side of UNIVERSITY BLVD SE BETWEEN SUNPORT BLVD SE and the TIJERAS ARROYO containing approximately 2337 acre(s). (L-16; M-15 thru M-18;, N-16 thru N-18, AND P-15/16)**DEFERRED TO 12-1-10 AT THE AGENT'S REQUEST.**

9. **Project# 1008565**  
10DRB-70322 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

THE SURVEY OFFICE agent(s) for ANTHONY LOPES request(s) the above action(s) for all or a portion of Lot(s) 22-24, Block(s) 16, **MESA VERDE**, zoned R-2, located on PENNSYLVANIA AVE NE BETWEEN COPPER AVE NE AND CHICO RD NE containing approximately 0.3248 acre(s). (K-19) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AGIS DXF FILE AND FOR VERIFICATION OF FENCE RELOCATION.**

**NO ACTION IS TAKEN ON THESE CASES:**  
**APPLICANT - AGENT IS REQUIRED TO BE AT THE MEETING**

10. **Project# 1004531**  
10DRB-70317 SKETCH PLAT REVIEW  
AND COMMENT

HIGH MESA CONSULTING GROUP agent(s) for MCLEOD BUSINESS PROPERTIES request(s) the above action(s) for all or a portion of Lot(s) , Block(s) , Tract(s) 2-A-3-A, zoned C-3, located on JEFFERSON ST NE BETWEEN MCLEOD RD NE AND I-25 containing approximately 8.5227 acre(s). (F-17)**THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE GIVEN.**

11. **Project# 1004532**  
10DRB-70318 SKETCH PLAT REVIEW  
AND COMMENT

CARTESIAN SURVEYS INC agent(s) for ASHCROFT REAL ESTATE AND DEVELOPMENT request(s) the above action(s) for all or a portion of Tract(s) B-1, **MESA DEL NORTE ADDITION**, zoned SU-3, located on LOUISIANA BLVD NE BETWEEN SUMMER AVE NE AND CONSTITUTION AVE NE containing approximately 4.53 acre(s). (J-19) **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE GIVEN.**

12. **Project# 1008578**  
10DRB-70321 SKETCH PLAT REVIEW  
AND COMMENT

MULLEN HELLER ARCHITECTURE agent(s) for AMY AND DR CHARLES CHIANG request(s) the above action(s) for all or a portion of Lot(s) 6, Block(s) 4, **BUENA VISTA HEIGHTS** , zoned SU-2 RTD, located on LEAD AVE SW BETWEEN BUENA VISTA DR SW AND YALE BLVD SW containing approximately 7.1 acre(s). (K-15) **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE GIVEN.**

HEARING

DATE: 11-17-10 (P.F.F.)

**CITY OF ALBUQUERQUE**

**PLANNING DEPARTMENT**

**November 3, 2010**

**DRB Comments**


**ITEM # 5**

**PROJECT # 1008565**

**APPLICATION # 10-70302**

**RE: Lots 22-24, Block 16, Mesa Verde Addition**

Vacation Ordinance No. 1210 retained public easements (page 2, Section II) – this needs to be called out on plat, but they may be eligible for vacation through a public hearing and the plat process.



---

Jack Cloud AICP, DRB Chairman  
924-3880/ jcloud@cabq.gov

HEARING DATE: 11-3-10 (SK)  
SENTINEL

# City of Albuquerque Planning Department

## One Stop Shop – Development and Building Services

11/09/2010 Issued By: E08375 82974

-----  
**STANDARD APPLICATION, Paper Plans Required**  
-----

**Permit Number: 2010 070 322** **Category Code 910**

**Application Number:** 10DRB-70322, Minor - Preliminary/ Final Plat Approval

**Address:**

**Location Description:** PENNSYLVANIA AVE NE BETWEEN COPPER AVE NE AND CHICO RD NE

**Project Number:** 1008565

**Applicant / Owner**  
ANTHONY LOPES

PO BOX 21728  
ALBUQUERQUE NM 87154  
881-7528

**Agent / Contact**  
The Survey Office  
Andrea Santana  
Po Box 21728  
Albuquerque NM 87154  
881-7528

**Application Fees**

441018/4971000	Public Notification	
441032/3424000	Conflict Mgmt Fee	\$20.00
441006/4983000	DRB Actions	\$285.00
<b>TOTAL:</b>		<b>\$305.00</b>

City Of Albuquerque  
Treasury Division

11/9/2010 1:12PM LOC: ANNX  
 WSH 008 TRANSH 0031  
 RECEIPT# 00124465-00124465  
 PERMITH 2010070322 TRSIMG  
 Trans Amt \$305.00  
 Conflict Manag. Fee \$20.00  
 DRB Actions \$285.00  
 EK \$305.00  
 CHANGE \$0.00

Thank You

**8565**

### DXF Electronic Approval Form

DRB Project Case #: 1008565

Subdivision Name: MESA VERDE ADDN BLOCK 16 LOTS 23A & 24A

Surveyor: ANTHONY L HARRIS

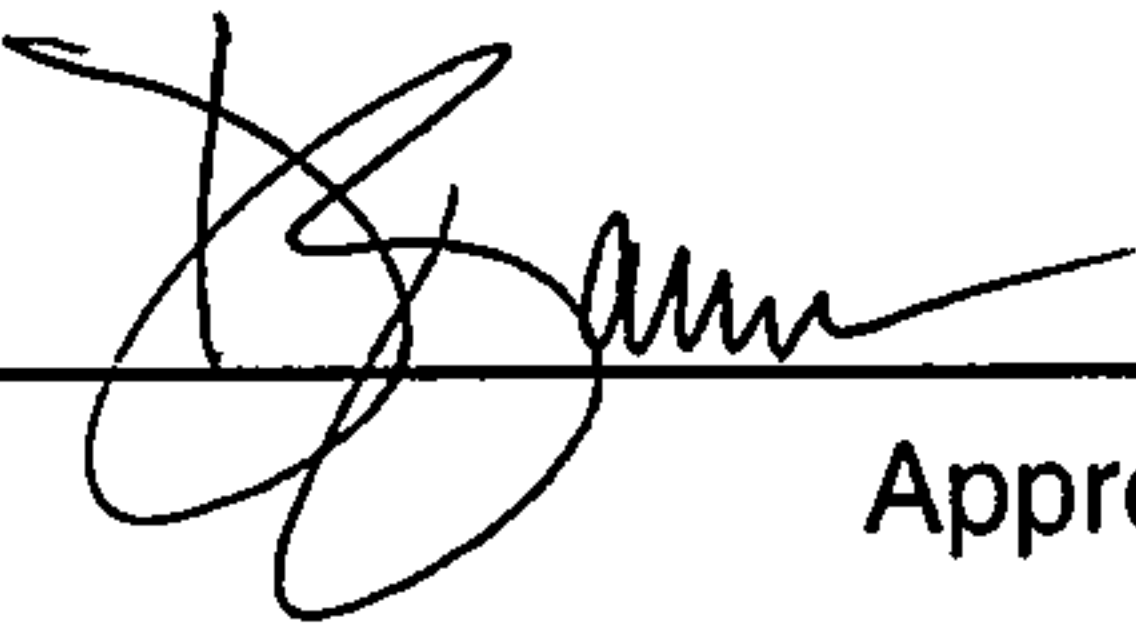
Contact Person: ANDREA SANTANA

Contact Information: 998-0303

DXF Received: 11/10/2010

Hard Copy Received: 10/10/2010

Coordinate System: NMSP Grid (NAD 83)

  
Approved

11-10-2010  
Date

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

**AGIS Use Only**  
Copied fc 8565 to agiscov on 11/10/2010 Contact person notified on 11/10/2010

# City of Albuquerque



## DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

<b>SUBDIVISION</b>	<b>S Z ZONING &amp; PLANNING</b>
<input type="checkbox"/> Major Subdivision action	<input type="checkbox"/> Annexation
<input type="checkbox"/> Minor Subdivision action	<input type="checkbox"/> County Submittal
<input type="checkbox"/> Vacation	<input type="checkbox"/> EPC Submittal
<input type="checkbox"/> Variance (Non-Zoning)	<input type="checkbox"/> Zone Map Amendment (Establish or Change Zoning)
<b>SITE DEVELOPMENT PLAN</b>	<input type="checkbox"/> Sector Plan (Phase I, II, III)
<input type="checkbox"/> for Subdivision	<input type="checkbox"/> Amendment to Sector, Area, Facility or Comprehensive Plan
<input type="checkbox"/> for Building Permit	<input type="checkbox"/> Text Amendment (Zoning Code/Sub Regs)
<input type="checkbox"/> Administrative Amendment (AA)	<input type="checkbox"/> Street Name Change (Local & Collector)
<input type="checkbox"/> IP Master Development Plan	<b>L A APPEAL / PROTEST of...</b>
<input type="checkbox"/> Cert. of Appropriateness (LUCC)	<input type="checkbox"/> Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals
<b>STORM DRAINAGE (Form D)</b>	
<input type="checkbox"/> Storm Drainage Cost Allocation Plan	

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICATION INFORMATION:**

Professional/Agent (if any): The Survey Office/Andrea Santana PHONE: 505.998.0303  
 ADDRESS: 333 Lomas Blvd NE FAX: 505.998.0305  
 CITY: Albuquerque STATE NM ZIP 87102 E-MAIL: andrea@thesurveyoffice.com

APPLICANT: Anthony Lopes PHONE: 1081.7526  
 ADDRESS: P.O. Box 21728 FAX: \_\_\_\_\_  
 CITY: Albuquerque STATE NM ZIP 87194 E-MAIL: alopes@comcast.net

Proprietary interest in site: \_\_\_\_\_ List all owners: \_\_\_\_\_

DESCRIPTION OF REQUEST: Minor Subdivision Plat - Create 2 lots from 3 existing lots + vacated R/W.

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

**SITE INFORMATION: ACCURACY OF THE EXISTING LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.**

Lot or Tract No. 22, 23 & 24 Block: 14 Unit: \_\_\_\_\_  
 Subdiv/Addn/TBKA: Mesa Verde  
 Existing Zoning: R-2 Proposed zoning: \_\_\_\_\_ MRGCD Map No \_\_\_\_\_  
 Zone Atlas page(s): K-19-Z UPC Code: 1 019 057 290 200 41733

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_Z\_, V\_, S\_, etc.): N/A

**CASE INFORMATION:**

Within city limits?  Yes Within 1000FT of a landfill? \_\_\_\_\_  
 No. of existing lots: 3 No. of proposed lots: 2 Total area of site (acres): 0.3248  
 LOCATION OF PROPERTY BY STREETS: On or Near: 244 Pennsylvania Ave NE  
 Between: Copper Ave NE and Chico Rd NE

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: \_\_\_\_\_

SIGNATURE Andrea Santana DATE 11/8/10  
 (Print) Andrea Santana Applicant:  Agent:

**FOR OFFICIAL USE ONLY**

Form revised 4/07

<input checked="" type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>10DRB - 70322</u>	<u>FBF</u>		<u>\$ 285.00</u>
<input checked="" type="checkbox"/> All fees have been collected		<u>DMF</u>		<u>\$ 20.00</u>
<input checked="" type="checkbox"/> All case #s are assigned				\$ _____
<input checked="" type="checkbox"/> AGIS copy has been sent				\$ _____
<input checked="" type="checkbox"/> Case history #s are listed				\$ _____
<input checked="" type="checkbox"/> Site is within 1000ft of a landfill				\$ _____
<input checked="" type="checkbox"/> F.H.D.P. density bonus				\$ _____
<input checked="" type="checkbox"/> F.H.D.P. fee rebate				\$ _____
	Hearing date <u>November 17, 2010</u>			Total <u>\$ 305.00</u>

Vale 11-9-10 Project # 1008565  
 Planner signature / date



**FORM S(3): SUBDIVISION - D.R.B. 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.

- ~~NA~~ 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 ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- ~~NA~~ 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
- ~~NA~~ 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
- ~~NA~~ 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.

Andrea Santana  
 Applicant name (print)  
Andrea Santana 11/8/10  
 Applicant signature / date

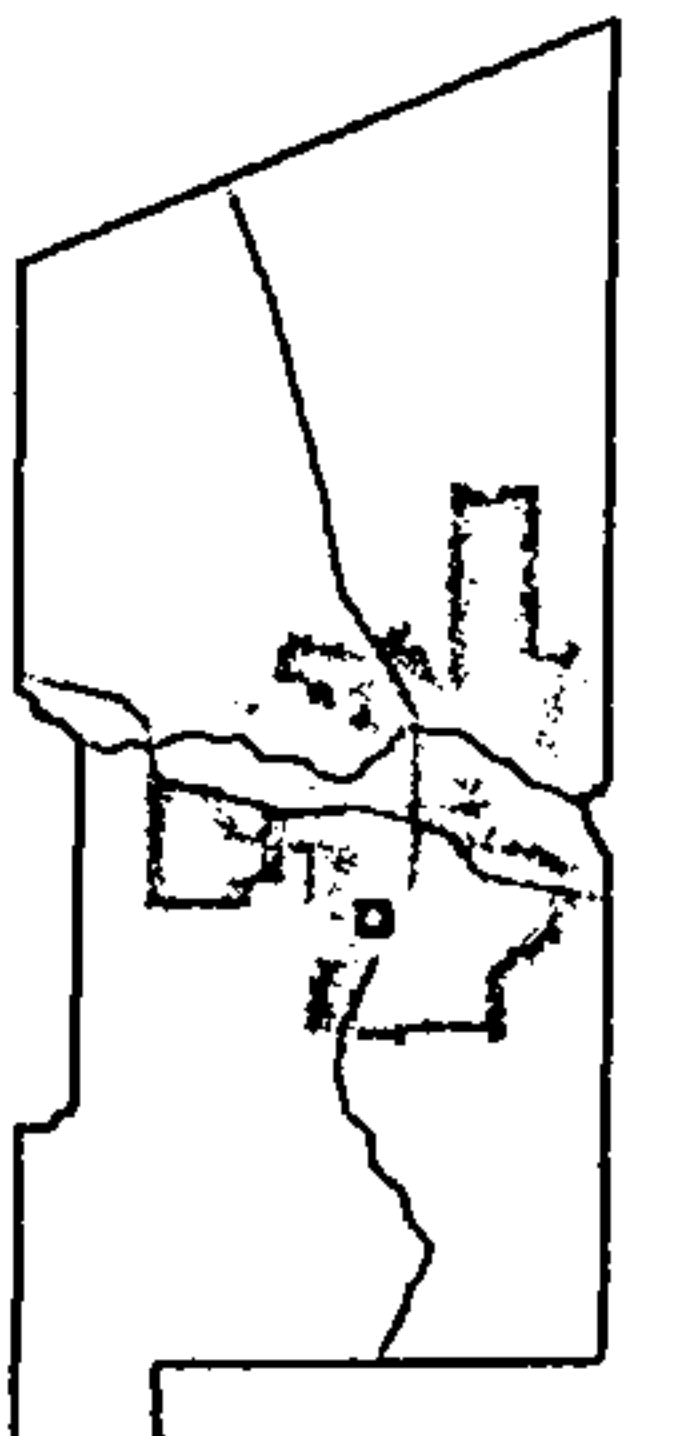
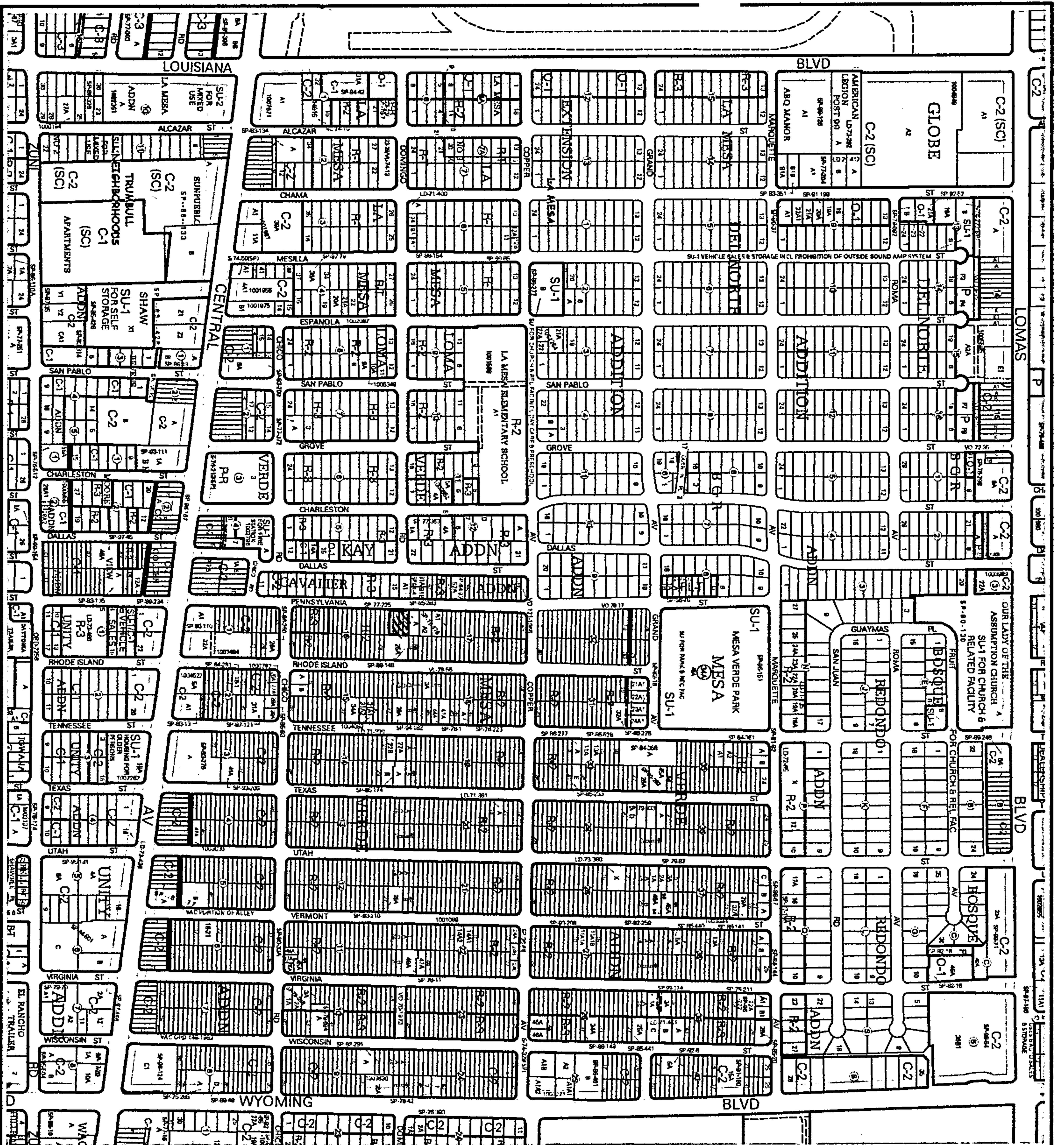


Form revised October 2007

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

Application case numbers  
 IODRB - 70322

[Signature] 11.9.10  
 Planner signature / date  
 Project # 1008565

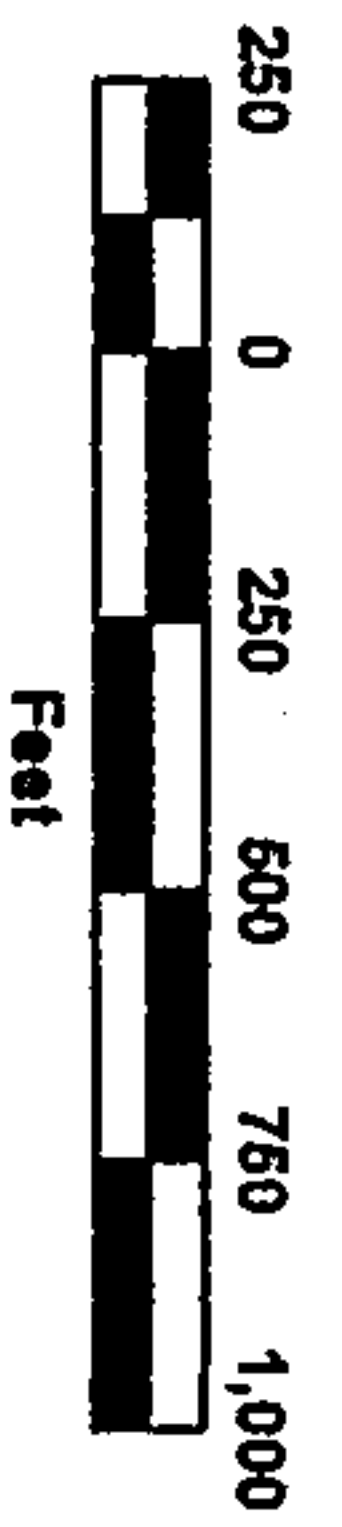


LEGAL DESCRIPTION

T10N  
RAE  
SEC 19

UNIFORM PROPERTY CODE

1-019-057



Map amended through October 2010



PUBLIC WORKS DIVISION  
GIS PROGRAM

This information is for reference only. Bernalillo County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary. Source data are from Bernalillo County and the City of Albuquerque. For current information visit [www.bernalillo.gov](http://www.bernalillo.gov).

**K-19-Z**

# THE SURVEY OFFICE

November 8, 2010

Development Review Board Members  
Plaza Del Sol  
600 Second Street NW  
Albuquerque, NM 87102

Re: Minor Subdivision Plat - Lots 23-A & 24-A, Block 16, Mesa Verde Addition

Dear Board Members:

We are requesting a Minor Subdivision Plat on the above referenced property.

The Owner of said property wishes to create two (2) lots from the existing three (3) lots and vacated right-of-way.

If you have any questions please do not hesitate contact me.

Thanks,

*Andrea*  
Andrea Santana

*From the Desk of Andrea Santana*

THE SURVEY OFFICE

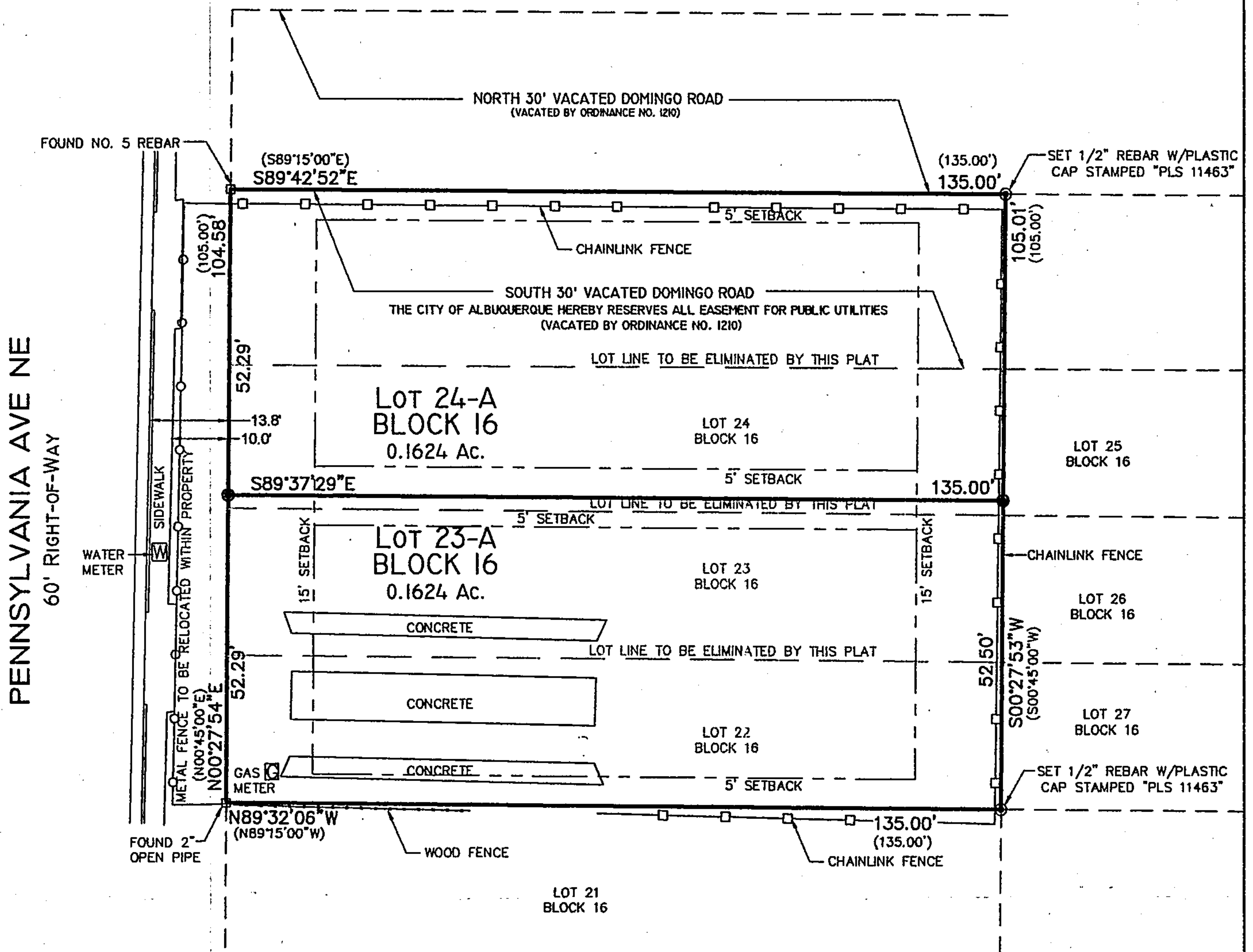
333 Lomas Blvd NE

Albuquerque, NM 87102

505.998.0303 phone

505.998.0305 fax

# SKETCH PLAT



1" = 30'  
 ZONE MAP: K-19-Z  
 PROJECT NO. MESA VERDE  
 DRAWN BY: ARS

THIS REPORT IS NOT FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE. THIS IS NOT A BOUNDARY SURVEY AND MAY NOT BE SUFFICIENT FOR THE REMOVAL OF THE SURVEY EXCEPTION FROM AN OWNER'S TITLE POLICY. IT MAY OR MAY NOT REVEAL ENCROACHMENTS, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE BOUNDARY SURVEY.

## THE SURVEY OFFICE, LLC

333 LOMAS BLVD., N.E.  
 ALBUQUERQUE, NEW MEXICO  
 87102

PHONE: (505) 998-0303  
 FAX: (505) 998-0305

# MESA VERDE ADDITION

**ALBUQUERQUE PUBLIC SCHOOLS  
PRE-DEVELOPMENT FACILITIES FEE AGREEMENT WAIVER**

Albuquerque Municipal School District No. 12, Bernalillo and Sandoval Counties, New Mexico ("Albuquerque Public Schools" or "APS"), having reviewed the proposed plat of Lots 23-A and 24-A, Block 16, Mesa Verde Addition which is zoned as R-2, on November 9, 2010 submitted by Anthony S. Lopes, owner(s) of above property, has determined that no Pre-Development Facilities Fee Agreement is required with respect to that proposed plat because the property owner (s) propose to eliminate lot lines between three existing lots creating two new lots, and incorporating the south thirty feet of the vacated Domingo Road. This will result in no net gain of residential units.

ALBUQUERQUE PUBLIC SCHOOLS

By: April L. Winters  
Signature

April L. Winters, Facilities Fee Planner  
Name (printed or typed) and title

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

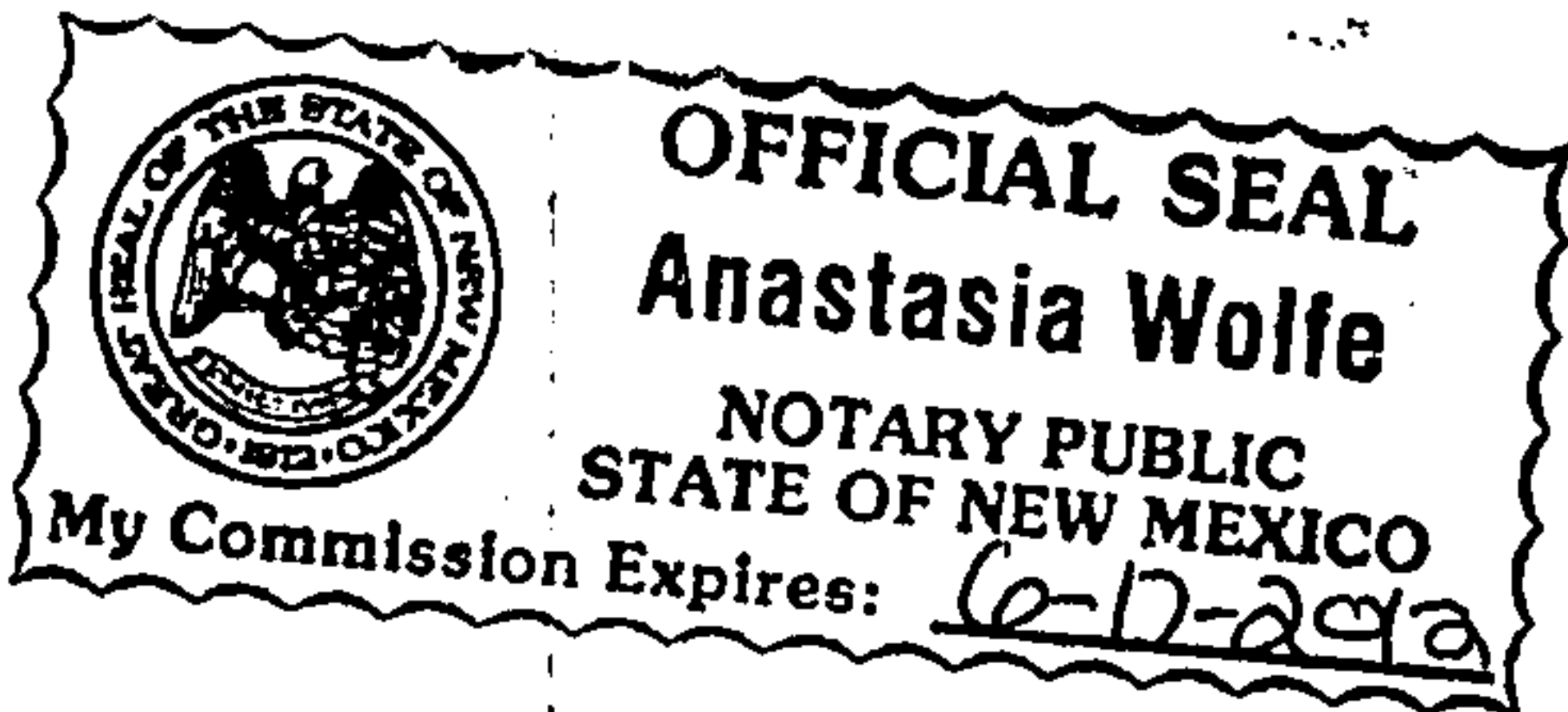
This instrument was acknowledged before me on November 9, 2010, by April L. Winters as Facilities Fee Planner of the Albuquerque Municipal School District No. 12, Bernalillo and Sandoval Counties, a school district organized and existing under the laws of the State of New Mexico.

Anastasia Wolfe

(Seal)

Notary Public

My commission expires: June 17, 2012



# City of Albuquerque



## DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

### SUBDIVISION

- Major Subdivision action
- Minor Subdivision action
- Vacation
- Variance (Non-Zoning)

### SITE DEVELOPMENT PLAN

- for Subdivision
- for Building Permit
- Administrative Amendment (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

### STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

### S Z ZONING & PLANNING

- Annexation
- County Submittal
- EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)
- APEAL / PROTEST of...**
- Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

#### APPLICATION INFORMATION:

Professional/Agent (if any): The Survey Office PHONE: 505.998.0303  
 ADDRESS: 333 Lomas Blvd NE FAX: 505.998.0305  
 CITY: Albuquerque STATE NM ZIP 87102 E-MAIL: andrea@thesurveyoffice.com

APPLICANT: Anthony Lopes PHONE: 481.7524  
 ADDRESS: P.O. Box 21728 FAX: \_\_\_\_\_  
 CITY: Albuquerque STATE NM ZIP 87154 E-MAIL: vlopes@comcast.net  
 Proprietary interest in site: \_\_\_\_\_ List all owners: Anthony Lopes

DESCRIPTION OF REQUEST: Minor subdivision plat / remove three lot lines to create one lot.

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

#### SITE INFORMATION: ACCURACY OF THE EXISTING LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.

Lot or Tract No. 22, 23 & 24 Block: 14 Unit: \_\_\_\_\_  
 Subdiv/Addn/TBKA: Mesa Verde  
 Existing Zoning: R-2 Proposed zoning: \_\_\_\_\_ MRGCD Map No \_\_\_\_\_  
 Zone Atlas page(s): K-19-Z UPC Code: 1 019 057 290 200 41733

See attached legal desc.

#### CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX, Z, V, S, etc.): N/A

#### CASE INFORMATION:

Within city limits?  Yes Within 1000FT of a landfill? \_\_\_\_\_  
 No. of existing lots: 3 No. of proposed lots: 1 Total area of site (acres): 0.3248 Acres  
 LOCATION OF PROPERTY BY STREETS: On or Near: 244 Pennsylvania NE  
 Between: Copper Ave NE and Chico Rd NE

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: \_\_\_\_\_

SIGNATURE Andrea Santana DATE 10/26/10  
 (Print) Andrea Santana Applicant:  Agent:

#### FOR OFFICIAL USE ONLY

Form revised 4/07

	Application case numbers	Action	S.F.	Fees
<input type="checkbox"/> INTERNAL ROUTING				
<input checked="" type="checkbox"/> All checklists are complete	<u>10DRB - 70302</u>	<u>SK</u>		\$ <u>0</u>
<input checked="" type="checkbox"/> All fees have been collected				\$ _____
<input checked="" type="checkbox"/> All case #s are assigned				\$ _____
<input checked="" type="checkbox"/> AGIS copy has been sent				\$ _____
<input checked="" type="checkbox"/> Case history #s are listed				\$ _____
<input checked="" type="checkbox"/> Site is within 1000ft of a landfill				\$ _____
<input checked="" type="checkbox"/> F.H.D.P. density bonus				\$ _____
<input checked="" type="checkbox"/> F.H.D.P. fee rebate				\$ _____
				Total
				\$ <u>0</u>

Hearing date November 3, 2010

[Signature] 10-26-10 Project # 1008565  
 Planner signature / date

**FORM S(3): SUBDIVISION - D.R.B. 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 ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
- 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.

Andrea Santana  
Applicant name (print)  
Andrea Santana 10/26/10  
Applicant signature / date



Form revised October 2007

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

Application case numbers  
10DRB - 70302

V. J. 10-26-10  
Planner signature / date  
Project # 1008565

October 26, 2010

City of Albuquerque  
Planning Department  
600 Second Street NW  
Albuquerque, NM 87103

To Whom It May Concern:

We are requesting a Minor Subdivision Plat on the property known as 244 Pennsylvania NE. The purpose of the plat is to remove three lot lines and create one lot in order to build on said property.

*From the Desk of Andrea Santana*  
**THE SURVEY OFFICE**  
*333 Lomas Blvd NE*  
*Albuquerque, NM 87102*  
*505.998.0303 phone*  
*505.998.0305 fax*



Commonwealth Lawyers Dille  
021004376 DS

**REAL ESTATE CONTRACT**

This form does not contain disclosures required by Federal Reserve Regulation Z and Consumer Protection Act "Truth in Lending". Use this form only in conjunction with another instrument incorporating the required disclosures or for transactions exempt from the Act.

THIS REAL ESTATE CONTRACT (this "Contract") IS MADE on December 9, 2009, (the "Effective Date"), by KEVIN MCKOWN, a single man whose address is 1013 Washington, SE, Albuquerque, New Mexico 87108 (the "Seller") and ANTHONY S. LOPES, a married man as his sole and separate property, as to an undivided 60% interest; CRAIG MCGURN, a married man as his sole and separate property, as to an undivided 20% interest; and MARK McGRATH, an unmarried man, as to an undivided 20% interest whose address is P.O. Box 21728, Albuquerque, New Mexico 87154 (the "Buyer") who is purchasing as: **Tenants in Common.**

**Seller and Buyer agree:**

**1. SALE.** Seller sells to Buyer the following described real estate (the "Property"):

Address: 2129 244 PENNSYLVANIA NE

Legal Description:

Lots numbered Twenty-two (22), Twenty-three (23), and Twenty-four (24) in Block numbered Sixteen (16) of the MESA VERDE ADDITION to the City of Albuquerque, New Mexico, as the same are shown and designated on the Map of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 17, 1939, in Plat Book C, folio 38; TOGETHER WITH the Southerly 30 feet of vacated Domingo Road, NE, North of and adjacent to Lot 24 herein, as set forth in Vacation Ordinance No. 1210, dated March 27, 1957, and as set forth in Quitclaim Deed, filed June 15, 1976, recorded in Book D 8A, page 424, as Document No. 76-31827, records of Bernalillo County, New Mexico.

City: **Albuquerque**

County: **Bernalillo**

Subject to reservations, restrictions, covenants, easements of record, taxes and assessments and the "Prior Obligations" (the "Permitted Exceptions").

**2. PRICE AND PAYMENT.**

**A. BUYER WILL PAY:**

CONTRACT SALE PRICE (Total of Down Payment, Assumed Prior Obligations and Balance Due Seller) (FIFTY THOUSAND and NO/100 Dollars)	\$50,000.00
(1) DOWN PAYMENT (FIVE THOUSAND and NO/100 Dollars)	\$ 5,000.00
(2) ASSUMED PRIOR OBLIGATIONS (ZERO Dollars)	\$ 0.00
(3) BALANCE DUE SELLER (including Wrapped Prior Obligations) (FORTY-FIVE THOUSAND and NO/100 Dollars)	\$45,000.00

**PAYABLE AS FOLLOWS:**

\$45,000.00 (Balance Due Seller) to be paid by the execution of this Contract which Buyer agrees to pay in monthly installments of \$450.00 each, or more at Buyer's option, including interest from the Effective Date on the unpaid principal balance at the rate of 8% per annum, commencing January 1, 2010, and on the 1st day of each successive month thereafter until five (5) years from the Effective Date, at which time the entire remaining Balance Due Seller together with all accrued interest shall be due and payable in full; PROVIDED HOWEVER, that in addition to the foregoing monthly installments, Buyer agrees to pay a lump sum installment of \$5,000.00 on or before one (1) year from the Effective Date.

if not sooner paid pursuant to the terms of this Contract, the entire Balance Due Seller shall be due and payable 30 days from the date of the first payment.

H&D Form No. 2  
Revised 10/98  
cs

Seller: \_\_\_\_\_ /Buyer: \_\_\_\_\_

**B. INTEREST ON BALANCE DUE SELLER.** Except as specifically stated to the contrary in paragraph 2A, the Balance Due Seller will bear interest at the rate of **8%** per year (the "Interest Rate") from the Effective Date, and the payments will be paid to Escrow Agent (named below) and continue until the entire Balance Due Seller plus any accrued interest due to Seller is fully paid.

**C. LATE CHARGES AND COLLECTION COSTS.** Buyer will pay all late charges and all collection costs incurred on all Prior Obligations paid directly by Buyer or through Escrow Agent. A late charge of **\$50** will be due and payable by Buyer on any payment that is over **10** days overdue. Late charges will be paid to Seller as additional interest.

**D. APPLICATION OF PAYMENTS ON BALANCE DUE SELLER.**

(1) Check and Initial only one of the following two paragraphs:

(check here)  
Initials

*[Handwritten initials]*

**PERIODIC INTEREST.** Payments received by Escrow Agent, excepting prepayments, will be applied to regularly scheduled installments in the order in which payments are due and will be credited as though the payments had been made on their respective due dates, first to interest and then to the Balance Due Seller.

(check here)  
Initials

\_\_\_\_\_  
\_\_\_\_\_

**DAILY INTEREST.** Payments will be applied as of the date of receipt by Escrow Agent, first to accrued interest, then to the Balance Due Seller.

(2) All payments will be assumed to be regular payments, and not prepayments, unless otherwise specified by Buyer in writing at the time of delivering the payments to Escrow Agent. Buyer may prepay all or any part of the Balance Due Seller. Any prepayment will be credited first to accrued interest, then to the Balance Due Seller, and then to Prior Obligations assumed by Buyer. Notwithstanding any prepayments, Buyer will make the next regularly scheduled payments.

**3. PRIOR OBLIGATIONS.**

A. Each of the following Prior Obligations is currently outstanding on the Property:

NONE

**B. ANY PRIOR OBLIGATIONS IF ARE CURRENTLY OUTSTANDING ON THE PROPERTY, CHECK AND INITIAL ANY OF THE FOLLOWING PARAGRAPHS WHICH APPLY. ONLY THE CHECKED AND INITIALED PARAGRAPHS WILL APPLY.** Seller and Buyer appoint Escrow Agent as their Attorney-in-Fact for the limited purpose of obtaining account information as needed from the holders of the Prior Obligations.

**(1) ASSUMED PRIOR OBLIGATIONS.**

(check here)

Initials

\_\_\_\_\_  
\_\_\_\_\_

**(a) PAID THROUGH ESCROW.** Buyer assumes and agrees to pay and perform the Prior Obligations in accordance with their terms. Buyer will make the required payments on the Prior Obligations, together with the required payments on this Contract, to Escrow Agent, which will remit the payments to the proper payee. Buyer will advise Escrow Agent of any change in the amount of the payment due on any Prior Obligations. When the Balance Due Seller is fully paid, this Escrow will terminate and Buyer will make the required payments on the Prior Obligations directly to the proper payee. This Paragraph applies to the following Prior Obligations: \_\_\_\_\_

(check here)

Initials

\_\_\_\_\_  
\_\_\_\_\_

**(b) PAID DIRECTLY BY BUYER.** Buyer assumes and agrees to pay and perform the Prior Obligations in accordance with their terms. Buyer will make the required payments on the Prior Obligations directly to the proper payee. If Buyer fails to pay the required payments before they become delinquent, Seller may pay the payment. Payment by Seller will not be deemed a waiver of Buyer's default, and the amount paid by Seller will be immediately due and payable to Seller and will bear interest from date of payment by Seller until paid at the highest Interest Rate provided in Paragraph 2B. This Paragraph applies to the following Prior Obligations: \_\_\_\_\_

**(2) WRAPPED PRIOR OBLIGATIONS.**

(check here)

Initials

\_\_\_\_\_  
\_\_\_\_\_

**(a) PAID THROUGH ESCROW.** Buyer does not assume and does not agree to pay the Prior Obligations. All required payments due on the Prior Obligations will be remitted by Escrow Agent to the proper payee out of the payments on the Balance Due Seller. If Buyer fails to pay the required payments before they become delinquent, Seller may pay the payment. Payment by Seller will not be deemed a waiver of Buyer's default, and the amount paid by Seller will be immediately due and payable to Seller and will bear interest from the date of payment by Seller until paid at the highest Interest Rate provided in Paragraph 2B. Upon payment of the Balance Due Seller, Seller will obtain a release of the Property from the lien of the Wrapped Prior Obligations. This Paragraph applies to the following Prior Obligations: \_\_\_\_\_

(check here)

Initials

\_\_\_\_\_  
\_\_\_\_\_

**(b) PAID DIRECTLY BY SELLER.** Buyer does not assume and does not agree to pay the Prior Obligations. Seller will be responsible for all payments required under the Prior Obligations and will keep the Prior Obligations in good standing. Upon payment of the Balance Due Seller, Seller will obtain a release of the Property from the lien of the Wrapped Prior Obligations. This Paragraph applies to the following Prior Obligations: \_\_\_\_\_

**4. BUYER TO MAINTAIN PROPERTY, PAY INSURANCE, TAXES AND PAVING LIENS; AND SELLER'S RIGHTS.**

**A. MAINTENANCE.** Buyer will maintain the Property in as good condition as on the Effective Date, excepting normal wear and tear. Buyer will obey all applicable laws governing the use of the Property, including but not limited to environmental laws.

*[Handwritten signatures for Seller and Buyer]*

**B. INSURANCE.** Buyer will keep the insurable improvements upon the Property insured against the hazards covered by fire and extended coverage and public liability insurance, with an insurance company satisfactory to Seller in the amount of:

- (1) not less than the greater of the replacement cost of the improvements or the Balance Due Seller, for the benefit of Buyer and Seller as their interests may appear, as to fire and extended coverage; and
- (2) not less than \$ N/A as to liability,

with Seller as additional named insured, and Buyer will furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually before expiration of existing insurance stating that coverage will not be canceled or diminished without a minimum of 15 days prior written notice to Seller.

**C. TAXES.** The property taxes for the current year have been divided and prorated between Seller and Buyer as of the Effective Date and Buyer is responsible for and will pay the taxes and assessments of every kind against the Property. Buyer will have the Property assessed for taxation in Buyer's name. Unless taxes are paid through an escrow account, Buyer will send copies of paid tax receipts to Seller within 30 days after the taxes become due and payable.

**D. PAVING, UTILITY AND OTHER IMPROVEMENT LIENS AND CHARGES.** Subject to proration, Buyer assumes any paving, utility or other improvement liens or charges now or later assessed against the Property and will pay all installments of principal and interest thereon that become due after the Effective Date.

**E. SELLER'S RIGHTS.** If Buyer fails to pay any amounts required to be paid by Paragraphs 4 B, C, and D before the amounts become delinquent, Seller may pay the amounts (but is not obligated to do so) for protection of the Property and Seller's interest in the Property. Payment of the amounts will not be deemed a waiver of the Buyer's default for failure to pay the amounts, and the amounts that have been paid will be immediately due and payable to Seller, and will bear interest until paid at the highest Interest Rate provided in Paragraph 2B.

**5. BUYER'S RIGHT TO POSSESSION.** Buyer will be entitled to take and retain possession of the Property unless and until Buyer's rights in the Property are terminated by Seller as provided in Paragraph 8.

**6. BUYER'S RIGHT TO SELL, ASSIGN, CONVEY, OR ENCUMBER.** A sale, assignment, conveyance or encumbrance of all or any portion of Buyer's interest in this Contract or the Property to any person or entity (an "Assignee") constitutes a Transfer under this Contract.

**A. SALE WITHOUT CONSENT OF SELLER.**

A Transfer to an Assignee will not require the consent of Seller. Buyer will not, however, be released from Buyer's obligations under this Contract by any Transfer under this Paragraph. Buyer will deliver a copy of the written evidence of the Transfer (the "Transfer Document") to Escrow Agent.

**B. NO SALE WITHOUT CONSENT OF SELLER.**

**CAUTION: THE FOLLOWING PARAGRAPH SEVERELY RESTRICTS THE RIGHT OF BUYER TO TRANSFER THIS CONTRACT AND THE PROPERTY.**

To invoke this Paragraph, check and initial where indicated. If this Paragraph is checked and initialed, paragraph 6A does not apply.

(check here)

Initials  
\_\_\_\_\_  
\_\_\_\_\_

A Transfer without payment of the Balance Due Seller will require obtaining the prior written consent of Seller, which Seller will not unreasonably withhold. A Transfer without payment of the Balance Due Seller, and without the prior written consent of Seller, will be an event of default for which Seller will have the right to send a Default Notice pursuant to Paragraph 8 and to demand payment of the Balance Due Seller.

**Caution:** If the Property is subject to any prior mortgages, deeds of trust or real estate contracts, their provisions should be examined carefully for any conflict with Paragraph 6.

**7. TITLE INSURANCE OR ABSTRACT.** Seller is delivering a Contract Purchaser's Title Insurance Policy to Buyer or Abstract of Title to Escrow Agent at the time this Contract is escrowed, showing insurable or marketable title to the Property as of the Effective Date, subject to the Permitted Exceptions, and Seller is not obligated to provide other evidence of title.

**8. SELLER'S RIGHTS IF BUYER DEFAULTS.**

**A. DEFAULT NOTICE.** Time is of the essence in this Contract. If Buyer fails to pay or perform any obligation of Buyer under this Contract, the failure will constitute a default and Seller may give notice of default to Buyer, specifying the default and the curative action required (the "Default Notice"), at Buyer's mailing address as follows: **P.O. Box 21728, Albuquerque, New Mexico 87154** or at such other address that Buyer may designate by a written, signed statement delivered to Escrow Agent. If Seller's attorney sends a Default Notice, Buyer will pay within the time allowed the additional sum of \$100.00, plus gross receipts tax and postage, for Seller's attorney's fees and costs in connection with sending of the Default Notice.

**B. MANNER OF GIVING DEFAULT NOTICE.** Default Notice will be given in writing by certified mail, return receipt requested, and regular first class mail, addressed to Buyer at the address for Buyer provided in Paragraph 8A, with a copy to Escrow Agent. Default Notice given as provided in Paragraph 8A is sufficient for all purposes, whether or not the Default Notice is actually received.

**C. BUYER'S FAILURE TO CURE DEFAULT RESULTS IN TERMINATION OF BUYER'S EQUITABLE RIGHTS IN THE PROPERTY OR ACCELERATION OF BALANCE DUE SELLER.**

(1) If Buyer fails or neglects to cure any default within **thirty (30) days** after the date Seller's Default Notice is mailed, then Seller may, at Seller's option, either

(a) declare the Balance Due Seller to be then due and proceed to enforce payment of the Balance Due Seller, plus any accrued interest, together with reasonable attorney's fees, postage and costs in which case the special warranty deed will remain in escrow; or

(b) terminate Buyer's rights in the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Buyer in the Property will end. If the final day for curing the default falls on a non-business day of Escrow Agent, then the period for curing the default will extend to the close of business on the next business day of Escrow Agent. If the Contract is terminated by Seller, Buyer will forfeit all payments made pursuant to this Contract. Buyer waives any claim to the payments if a default occurs and Seller elects to terminate Buyer's rights in the Property. If Buyer's rights in the Property are terminated, Buyer waives any and all rights and claims for reimbursement for improvements Buyer may have made to the Property. Buyer will be liable to Seller to the extent permitted by law for failure to comply with Paragraph 4A.

(2) Acceptance by Escrow Agent of any payment tendered will not be deemed a waiver by Seller of Buyer's default or extension of the time for cure of any default under this Contract.

*[Handwritten signatures and initials]*

**D. AFFIDAVIT OF UNCURED DEFAULT AND ELECTION OF TERMINATION.** A recordable affidavit (the "Default Affidavit") made by Seller, Seller's agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording data of this Contract, stating the date that Default Notice was given, stating that the specified default has not been cured within the time allowed and that Seller has elected to terminate Buyer's rights in the Property, and delivered to Escrow Agent, will be conclusive proof of the uncured default and election of termination of Buyer's rights in the Property.

**E. BUYER BECOMES TENANT.** Upon termination of Buyer's rights in the Property, Buyer has no continuing right to possession. If Buyer remains in possession of the Property after Buyer's rights in the Property have been terminated, Buyer will then become a tenant at will, for a rental amount equivalent to the regularly scheduled installment payment due and payable under this Contract, with the first such rental payment due immediately, in advance, and such tenancy being subject to termination by either party upon 30 days separate prior written notice. Seller's acceptance of rental payment will not be deemed a waiver of any of Seller's rights, nor will it constitute any manner of estoppel against Seller.

**F. LEGAL RIGHT TO EVICT BUYER.** A forcible entry and detainer action, in addition to any other appropriate legal remedies, may be used by Seller if necessary to obtain possession of the Property following termination of Buyer's rights in the Property and to terminate Buyer's continued possession.

**G. NOTICE TO ASSIGNEES.** In addition to sending a Default Notice to Buyer, Seller will send all Default Notices to all Assignees who have given written notice of their name, address, and interest in the Property and who have provided a copy of the Transfer Document to Escrow Agent.

**H. RIGHTS AND OBLIGATIONS SURVIVING TERMINATION.** In the event the Property is rented, upon termination of Buyer's rights in the Property, Buyer will provide an accounting to Seller of any prepaid rents and deposits received by Buyer from the Property, which obligation will survive termination. Notwithstanding the termination of Buyer's rights to the Property, Buyer will be liable to Seller for any failure to maintain the Property as required in Paragraph 4A, as well as for any unpaid taxes or utilities liens which survive the termination of Buyer's rights, prepaid rent, and rental deposits.

**9. BINDING EFFECT.** This Contract will bind and benefit the heirs, devisees, personal representatives, successors and assigns of Seller and Buyer.

**10. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT.**

**A. ESCROW AGENT.** Seller and Buyer appoint as Escrow Agent:

**SECURITY ESCROW CORPORATION, 1721 Girard, N.E., Albuquerque, NM  
87106**

**B. ESCROW DOCUMENTS.** The following papers (the "Escrowed Documents") are placed in escrow:

- (1) Signed copy of this Contract.
- (2) Original Warranty Deed signed by Seller.
- (3) Original Special Warranty Deed signed by Buyer.
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

**C. PRIOR OBLIGATIONS.** Add the following information, if applicable:

Name and address of mortgagees/escrow agents/servicing agents:

Account or Loan No.

**D. FEES AND INSTRUCTIONS.**

(1) The escrow fees of Escrow Agent will be paid as follows: **Buyer and Seller agree to equally split the Escrow Agent's set-up fee, disbursement fees and close-out fee regarding this Contract.**

If all or part of the fees are paid by Buyer, that amount will be in addition to the amounts due from Buyer provided in Paragraph 2.

(2) Escrow Agent will accept all amounts paid in accordance with this Contract and remit the amounts received (less applicable escrow fees) as follows: **Balance to the credit of Seller as Seller shall hereafter direct.**

*[Handwritten signatures and initials]*

**E. ACCEPTANCE OF PAYMENTS.** All payments will be deemed provisionally accepted when tendered, subject to determination by Escrow Agent of the correct amount and the timeliness of the payment. After each Default Notice is mailed to Buyer and any Assignee, pursuant to Paragraph 8, and a copy is furnished to Escrow Agent, Escrow Agent will not accept less than the full amount of the sum stated as due in the Default Notice.

**F. RELEASE AND DELIVERY OF ESCROWED DOCUMENTS.** Upon full payment of the Balance Due Seller and full performance under this Contract by Buyer, other than payment of the assumed Prior Obligations, Escrow Agent is directed to release and deliver the Escrowed Documents to Buyer.

**G. DEFAULT BY BUYER.** If Seller or Seller's agent delivers a Default Affidavit to Escrow Agent, then Escrow Agent will release and deliver the Escrowed Documents to Seller. Escrow Agent will be entitled to rely on the Default Affidavit as conclusive proof of termination.

**H. CHANGES IN ESCROW FEES.** Escrow Agent may charge its standard escrow fees current as of the date the service is rendered, but all changes will become effective only after 60 days written notice to the party or parties paying the fee of Escrow Agent.

**I. INDEMNIFICATION.** Seller and Buyer and any Assignee will each indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Contract, including any interpleader or declaratory judgment action brought by Escrow Agent, but not for the failure of Escrow Agent to comply with this Paragraph 10 or the negligence or intentional act of Escrow Agent.

**J. RESIGNATION BY ESCROW AGENT.** Escrow Agent may resign as Escrow Agent by giving Seller and Buyer 60 days written notice of intent to resign. Seller and Buyer will select a successor escrow agent and give written notice to Escrow Agent of the selection. If the parties fail, for any reason, to select a successor escrow agent and give Escrow Agent written notice of the selection within 60 days after mailing by Escrow Agent of notice of intent to resign, then Escrow Agent may select the successor escrow agent.

**11. SEVERABILITY CLAUSE.** The invalidity or unenforceability of any provision of this Contract will not affect the validity or enforceability of the remainder of this Contract.

**12. ATTORNEY FEES.** If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorneys fees and costs from the non-prevailing party.

**13. OTHER.** In the event any of the lot lines of the above-described Property are vacated and replatted, Seller and Buyer agree to cooperate in the signing of new deeds which reflect the new legal description(s). All costs associated with the new deeds will be split equally between Seller and Buyer.

**CAUTION: YOU SHOULD READ THIS ENTIRE CONTRACT BEFORE SIGNING, IF YOU DO NOT UNDERSTAND THIS CONTRACT, YOU SHOULD CONSULT YOUR ATTORNEY.**

SELLER:

  
\_\_\_\_\_  
KEVIN MCKOWN

BUYER:

  
\_\_\_\_\_  
ANTHONY S. LOPES


  
\_\_\_\_\_  
CRAIG MCGURN


  
\_\_\_\_\_  
MARK McGRATH

ACKNOWLEDGMENTS

STATE OF NEW MEXICO     )  
  )  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on December 7th, 2009, by KEVIN MCKOWN, a single man.

 OFFICIAL SEAL  
KATHERINE E. BECKER  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: 12/11/12


  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW MEXICO     )  
  )  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on December 9, 2009, by ANTHONY S. LOPES, a married man; CRAIG MCGURN, a married man; and MARK McGRATH, an unmarried man.

MY COMMISSION EXPIRES:  
\_\_\_\_\_

  
\_\_\_\_\_  
NOTARY PUBLIC

 OFFICIAL SEAL  
DIANA STONEBERGER  
NOTARY PUBLIC-STATE OF NEW MEXICO  
My commission expires: 09/13/2013

76 31827

424

QUITCLAIM DEED

City of Albuquerque, New Mexico, a Municipal Corporation

for consideration paid, quitclaims to

J. A. Sunderland and Jean Sunderland, his wife

7201 Arroyo del Rio N.E. #7129 Bernalillo

County, New Mexico:

The South 30 feet of vacated Domingo Road adjacent to lot 24, Block 16, Mesa Verde Addition to the City of Albuquerque.

This deed is given pursuant to authority contained in Commission Ordinance No. 1210, dated March 26, 1957;

Subject to Section II of said Ordinance reserving easements for public and private utilities necessary for public use at the present time or in the future.

WITNESS OUR hands and seals this

27th day of February, 1976

Attest:

Mary Lou Cooper City Clerk/Recorder

City of Albuquerque BY Frank A. Kleinhenz Its Chief Administrative Officer

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF

The foregoing instrument was acknowledged before me this day of 19

by (Name or Names of Person or Persons Acknowledging)

My commission expires: (Seal)

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 27th day of February, 1976,

by Frank A. Kleinhenz, Chief Administrative Officer City of Albuquerque,

New Mexico Municipal corporation, on behalf of said corporation.

My commission expires 4-21-3, 1974 (Seal)

Notary Public

FOR RECORDER'S USE ONLY State of New Mexico County of Bernalillo This instrument was filed for record on JUN 15 1976 At o'clock m. Recorded in Vol. of records of said County Folio Clerk & Recorder Deputy Clerk

COMMISSION ORDINANCE NO. 1210

AN ORDINANCE VACATING CERTAIN STREET RIGHT-OF-WAY  
IN PORTIONS OF DOMINGO ROAD, NE, AND GRAND AVENUE  
NE, AND DECLARING AN EMERGENCY

WHEREAS, there has heretofore been dedicated and conveyed to the City of Albuquerque, New Mexico, a certain easement for street purposes being sixty (60) feet in width from north to south, which area, so dedicated has been named Domingo Road, NE, as shown and designated on a plat of Mesa Verde Addition as recorded with the County Clerk of Bernalillo County, New Mexico, on the 17th day of November, 1939;

WHEREAS, there has heretofore been dedicated and conveyed to the City of Albuquerque, New Mexico, a certain easement for street purposes being sixty (60) feet in width from north to south, which area, so dedicated has been named Grand Avenue, NE, as shown and designated on a plat of Mesa Verde Addition as recorded with the County Clerk of Bernalillo County, New Mexico, on the 17th day of November, 1939;

WHEREAS, it is necessary for the said portions of Domingo Road, NE., and Grand Avenue, NE, to be vacated because of no public need;

NOW THEREFORE, be it ordained by the City Commission of the City of Albuquerque, New Mexico, that

SECTION 1. The following described portions of Domingo Road, NE, and Grand Avenue, NE, in the aforementioned Mesa Verde Addition to the City of Albuquerque, New Mexico, be closed and vacated:

That portion of the street right-of-way of Domingo Road, NE, measuring sixty (60) feet in width and extending from the easterly right-of-way line of Pennsylvania, NE, to the westerly right-of-way line of Virginia Street, NE; excepting therefrom the right-of-way of intersecting streets and alleys;

That portion of the street right-of-way of Domingo Road, NE, being sixty (60) feet in width from north to south and extending from the easterly right of way line of Wisconsin Street, NE., to the westerly right-of-way line of Wyoming Boulevard, NE, excepting; therefrom the right-of-way of intersecting streets and alleys;

That portion of the street right-of-way of Grand Avenue, NE, being sixty (60) feet in width from north to south and extending from the easterly right-of-way line of Tennessee Street, NE., to the westerly right-of-way Texas

line of Wisconsin Street, NE., excepting therefrom the right-of-way of intersecting streets and alleys;

SECTION II. The City hereby reserves all easements for public utilities, whether municipally owned or privately owned, which may be necessary for public use and benefit at the present time or in the future.

SECTION III. Immediately upon the effective date of this ordinance, the land above described shall be effectively vacated and the City of Albuquerque by this ordinance disclaims from such date, any further interest therein (except as reserved in Section II above) and consents that the same shall be conveyed to the owners of abutting property. The chairman of the City Commission and the City Clerk are hereby authorized on application of abutting owners to execute and issue disclaimers of interest on behalf of the City at any time without further authorization.

SECTION IV. Immediately upon the effective date of this Ordinance the proper officials of the City of Albuquerque, New Mexico, be, and they are hereby authorized and directed to make, execute, and deliver, a Quitclaim Deed to all that portion of said street so vacated to any adjoining property owners requesting such deed.

SECTION V. This ordinance is hereby declared to be an emergency ordinance, on the ground of public need, and shall be in full force and effect after its adoption, passage and publication according to law.

PASSED, ADOPTED, SIGNED, AND APPROVED THIS 26 day of March, 1957.

*Vic. Hans Nelson*  
Chairman of City Commission  
and Ex-Officio Mayor of City of  
Albuquerque, New Mexico

ATTEST:  
*Ida V. Malone*  
Ida V. Malone

CATIO

res and sa  
7 MEXICO  
culation in  
exico and  
of the Ne  
ich is he  
and ent  
f public  
not in a  
ion being

l the su<sup>t</sup> P

thi

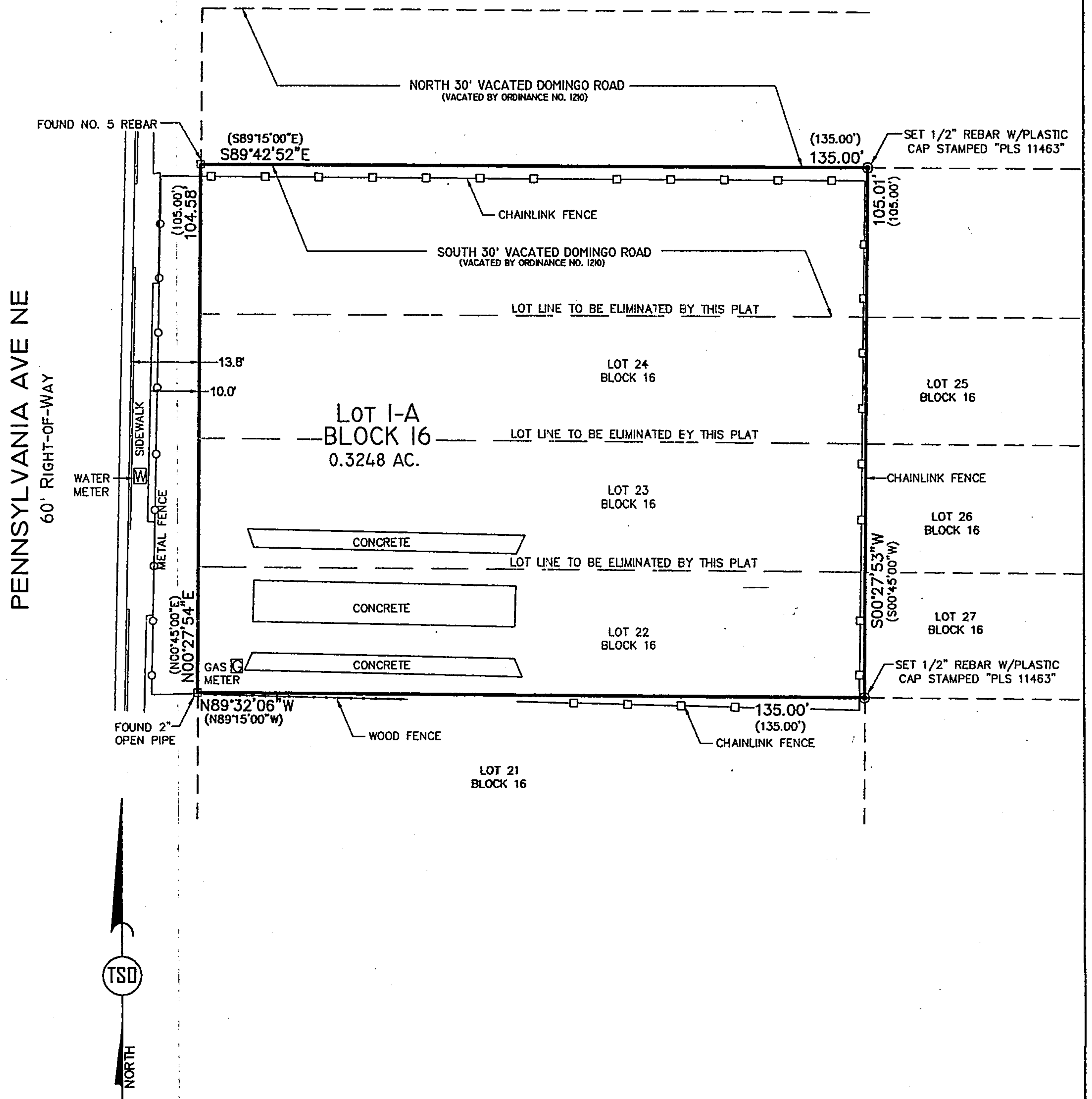
o befo<sup>a</sup> No  
of

ary F

expir<sup>e</sup>ember



# "SKETCH PLAT"



1" = 30'  
 ZONE MAP: K-19-Z  
 PROJECT NO. MESA VERDE  
 DRAWN BY: ARS

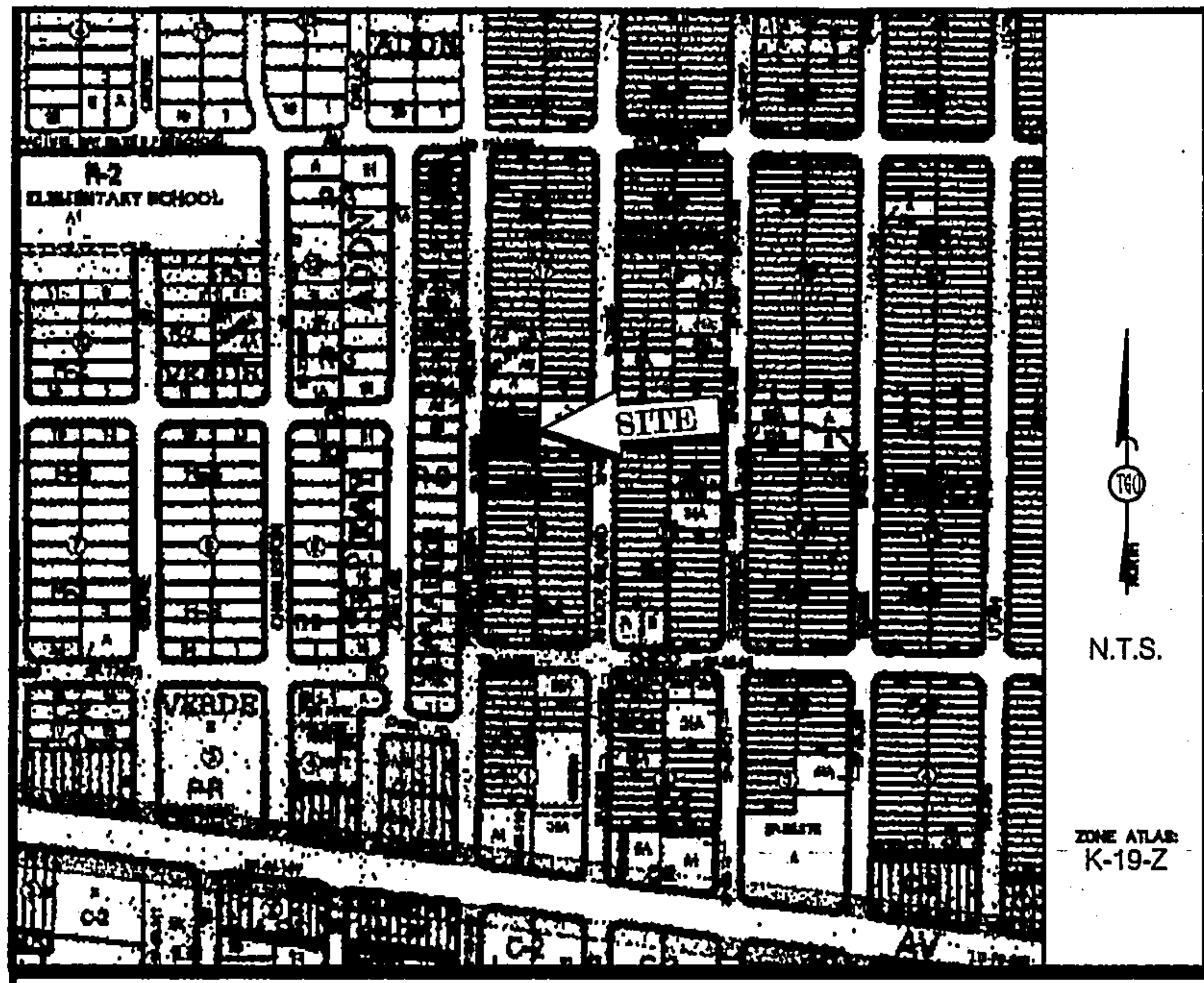
THIS REPORT IS NOT FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE. THIS IS NOT A BOUNDARY SURVEY AND MAY NOT BE SUFFICIENT FOR THE REMOVAL OF THE SURVEY EXCEPTION FROM AN OWNER'S TITLE POLICY. IT MAY OR MAY NOT REVEAL ENCROACHMENTS, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE BOUNDARY SURVEY.

## THE SURVEY OFFICE, LLC

333 LOMAS BLVD., N.E.  
 ALBUQUERQUE, NEW MEXICO  
 87102

PHONE: (505) 998-0303  
 FAX: (505) 998-0305

## MESA VERDE ADDITION



Vicinity Map

**SUBDIVISION DATA / NOTES**

1. PLAT WAS COMPILED USING EXISTING RECORD DATA & ACTUAL FIELD SURVEY. RECORD BEARINGS AND DISTANCES ARE DENOTED BY PARENTHESIS ( ).
2. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS, CENTRAL ZONE, NAD 1983, AND ARE BASED ON ACS CONTROL MONUMENTS 6\_K20R AND 7\_K19, AS SHOWN HEREON.
3. DISTANCES ARE GROUND DISTANCES.
4. BEARINGS AND DISTANCES IN PARENTHESES ( ) ARE PER THE PLAT OF MANKATO PLACE, FILED IN BERNALILLO COUNTY, NEW MEXICO ON JANUARY 26, 1926 IN VOLUME C2, FOLIO 89.
5. GROSS AREA: 0.3248 ACRES
6. NUMBER OF EXISTING LOTS: 3
7. NUMBER OF LOTS CREATED: 1
8. NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BINDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT. THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

THIS IS TO CERTIFY THAT TAXES ARE CURRENT & PAID ON

UPC#: \_\_\_\_\_

PROPERTY OWNER OF RECORD: \_\_\_\_\_

BERNALILLO COUNTY TREASURERS OFFICE: \_\_\_\_\_

**LEGAL DESCRIPTION**

LOTS NUMBERED TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24), IN BLOCK NUMBERED SIXTEEN (16) OF THE MESA VERDE ADDITION TO THE CITY OF ALBUQUERQUE, AS THE SAME IS SHOWN AND DESIGNATED ON THE MAP OF SAID ADDITION FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO ON NOVEMBER 17, 1939, TOGETHER WITH THE SOUTHERLY THIRTY FEET (30') OF VACATED DOMINGO ROAD NE, BY ORDINANCE NO. 1210, DATED ON THE 26TH DAY OF MARCH, 1957, SAID THIRTY FEET (30') BEING AND LYING ADJACENT TO THE NORTHERLY PROPERTY LINE OF LOT NUMBERED TWENTY-FOUR (24) IN BLOCK NUMBERED SIXTEEN (16) OF THE MESA VERDE ADDITION, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME ARE SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION FILED IN THE OFFICE OF THE CLERK OF BERNALILLO COUNTY, NEW MEXICO ON THE 17TH DAY OF NOVEMBER 1939, AND CONTAINING 0.3248 ACRES MORE OR LESS.

**FREE CONSENT**

THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) OF THE PROPERTY DESCRIBED HEREON DO HEREBY CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON AND THE SAME IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES AND SAID OWNERS WARRANT THAT THEY HOLD COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED AND DOES HEREBY GRANT ANY AND ALL EASEMENTS AND DEDICATE ADDITIONAL PUBLIC STREET RIGHT-OF-WAY TO THE CITY OF ALBUQUERQUE AS SHOWN HEREON.

OWNER(S) SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER(S) PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TRACT: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

)SS

COUNTY OF BERNALILLO )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

BY: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

**PUBLIC UTILITY EASEMENTS**

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF UTILITIES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO, A NEW MEXICO CORPORATION, (PNM ELECTRIC) 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.

B. NEW MEXICO GAS COMPANY, INC. ("NMGC") A DELAWARE CORPORATION, FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

C. [QWEST] 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. [COMCAST] 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 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 RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURES SHALL NOT 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 ELECTRICAL SAFETY CODE CAUSED BY CONSTRUCTION OF POOLS, DECKING OR ANY STRUCTURES ADJACENT TO, WITHIN OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN FEET (10') IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE FEET (5') ON EACH SIDE.

IN APPROVING THIS PLAT, NMGC DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, NMGC DOES NOT WAIVE NOR RELEASE ANY EASEMENT OR EASEMENT RIGHTS TO WHICH IT MAY BE ENTITLED.

**PLAT OF  
LOTS 22 THROUGH 24, BLOCK 16  
MESA VERDE ADDITION TOGETHER WITH  
THE SOUTH 30' OF VACATED DOMINGO ROAD  
SECTION 19, T. 10 N., R. 4 E., N.M.P.M.  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
OCTOBER 2010  
SHEET 1 OF 2**

**DISCLOSURE STATEMENT**

THE PURPOSE OF THIS PLAT IS TO ELIMINATE LOT LINES BETWEEN THREE (3) EXISTING LOTS CREATING ONE (1) NEW LOT.

CITY APPROVALS: PROJECT NO.: APPLICATION NO. \_\_\_\_\_

CITY SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

TRAFFIC ENGINEERING, TRANSPORTATION DIVISION \_\_\_\_\_ DATE \_\_\_\_\_

PARKS & RECREATION DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

A.B.C.W.U.A. \_\_\_\_\_ DATE \_\_\_\_\_

A.M.A.F.C.A. \_\_\_\_\_ DATE \_\_\_\_\_

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

DRB CHAIRPERSON, PLANNING DEPARTMENT \_\_\_\_\_ DATE \_\_\_\_\_

**UTILITY APPROVALS**

NEW MEXICO GAS COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

QWEST TELECOMMUNICATIONS \_\_\_\_\_ DATE \_\_\_\_\_

COMCAST CABLE \_\_\_\_\_ DATE \_\_\_\_\_

PUBLIC SERVICES COMPANY OF NEW MEXICO \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S CERTIFICATION**

I, ANTHONY L. HARRIS, A DULY QUALIFIED REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON, UTILITY COMPANIES AND OTHER PARTIES EXPRESSING AN INTEREST AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE ALBUQUERQUE SUBDIVISION ORDINANCE, AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ANTHONY L. HARRIS \_\_\_\_\_ DATE \_\_\_\_\_

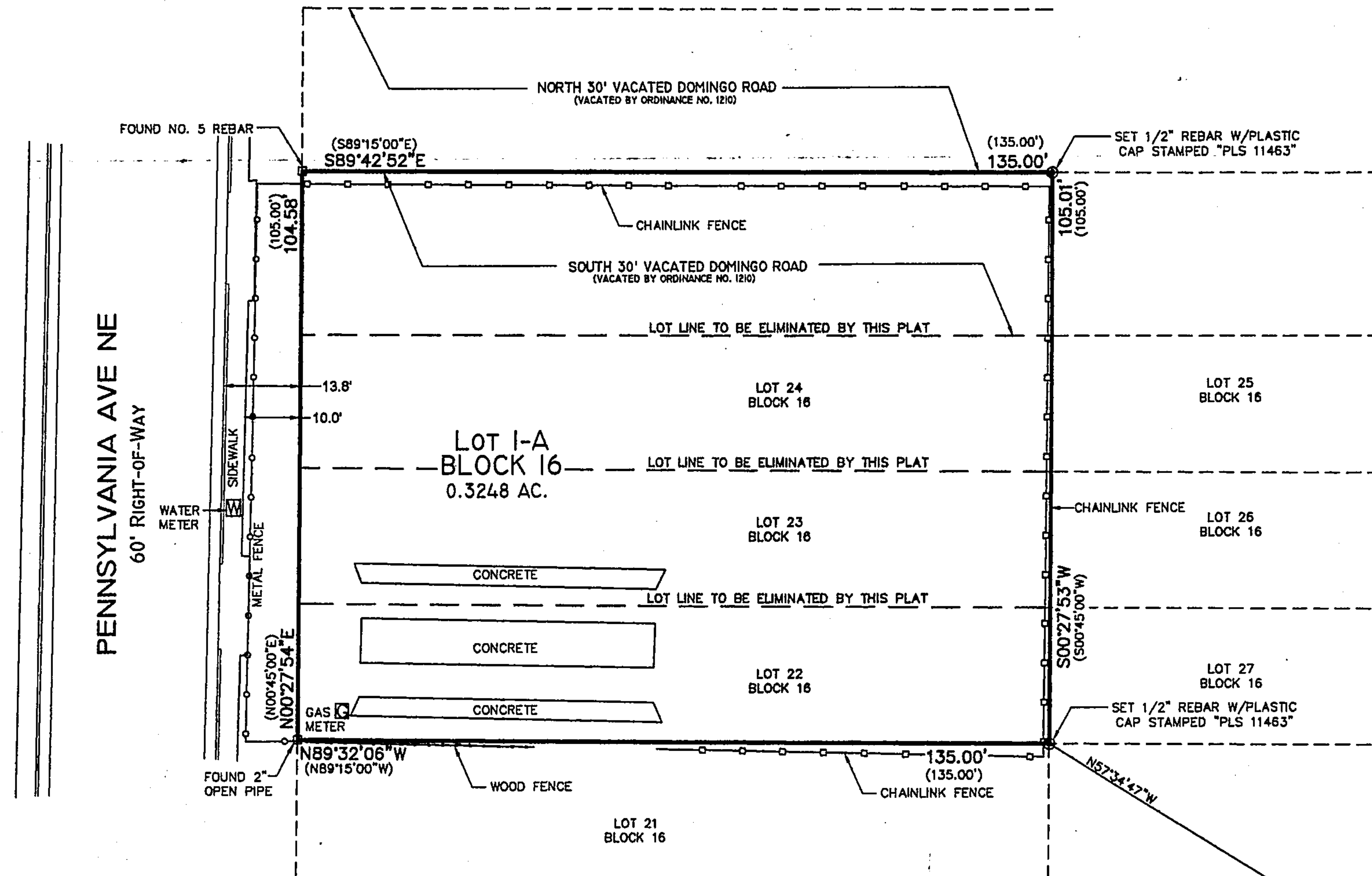
NEW MEXICO PROFESSIONAL SURVEYOR, 11463

**THE SURVEY OFFICE, LLC**

333 LOMAS BLVD., N.E. PHONE: (505) 998-0303  
ALBUQUERQUE, NEW MEXICO FAX: (505) 998-0305  
87102

**T10N R4E SEC. 19**

PLAT OF  
 LOTS 22 THROUGH 24, BLOCK 16  
 MESA VERDE ADDITION TOGETHER WITH  
 THE SOUTH 30' OF VACATED DOMINGO ROAD  
 SECTION 19, T. 10 N., R. 4 E., N.M.P.M.  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO  
 OCTOBER 2010  
 SHEET 2 OF 2



SCALE: 1" = 20' N.T.S.  
 PROJECT NO. MESA VERDE 22-24 BLK 16  
 DRAWN BY: ARS  
 ZONE ATLAS: K-19-Z

STATION: 7\_K19  
 X = 1545165.941  
 Y = 1483044.082  
 GROUND TO GRID = 0.999659513  
 DELTA ALPHA = -0.10.58.61  
 NEW MEXICO STATE PLANE  
 COORDINATE SYSTEM  
 CENTRAL ZONE  
 NAD 83

STATION: 6\_K20R  
 X = 1550482.622  
 Y = 1482269.672  
 GROUND TO GRID = 0.999655156  
 DELTA ALPHA = -0.10.21.80  
 NEW MEXICO STATE PLANE  
 COORDINATE SYSTEM  
 CENTRAL ZONE  
 NAD 83

- MONUMENT LEGEND**
- ◆ - FOUND CONTROL STATION AS NOTED
  - - FOUND MONUMENT AS NOTED
  - - SET 1/2" REBAR W/PLASTIC CAP STAMPED "PLS 11463" UNLESS OTHERWISE NOTED

**THE SURVEY OFFICE, LLC**  
 333 LOMAS BLVD., N.E. ALBUQUERQUE, NEW MEXICO 87102  
 PHONE: (505) 998-0303  
 FAX: (505) 998-0305

C:\Documents and Settings\Avery Tolih\Desktop\SURVEY OFFICE\2010\MESA VERDE 22-24 BLK 16.dwg - 10/26/2010 9:31:01 AM