


3. **Project# 1003478**
15DRB-70379 EPC APPROVED SDP
FOR BUILD PERMIT 


DEKKER PERICH SALBATINI agent(s) for CURB INC. request(s) the above action(s) for all or a portion of Tract(s) 8 (PREVIOUSLY TRACT A), **AVALON SUBDIVISION Unit(s) 5 (PREVIOUSLY UNIT 4)**, zoned SU-1 FOR R-2 USES, located on 90TH BETWEEN BLUEWATER AND LOS VOLCANES containing approximately 9.98 acre(s). (K-9) [Deferred from 10/21/15, 11/10/15, 11/18/15] **THE SITE DEVELOPMENT PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO CITY ENGINEER FOR SUBDIVISION IMPROVEMENTS AGREEMENT (SIA) AND TO PLANNING.**

CASES WHICH REQUIRE PUBLIC NOTIFICATION

MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS

4. **Project# 1010437**
15DRB-70405 VACATION OF PUBLIC
RIGHT-OF-WAY 

SURV-TEK INC agents for CARLISLE CONDOMINIUM, LLC request the referenced/ above action for a portion of the East-West Alley adjacent to Tract A, **MANKATO PLACE** zoned CCR-2, located on the southeast corner of CENTRAL AVE SE and CARLISLE BLVD SE containing approximately .50 acre. (K-16) **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 WITH THE CONDITION OF ADEQUATE SEPARATION OF ALBUQUERQUE/BERNALILLO COUNTY SEWER LINE.**

5. **Project# 1010455**
15DRB-70406 VACATION OF PUBLIC
EASEMENTS
15DRB-70407 VACATION OF PRIVATE
EASEMENTS
15DRB-70408 PRELIMINARY/ FINAL
PLAT APPROVAL 

SURV-TEK INC agents for TERRY JOHNSON MANAGMENT request the referenced/ above actions for all or a portion of Tract A, **LANDS OF ASSOCIATED GROCERS** and Tracts 50-D-2, 50-D-3, 52-B-2 & 52-B-3, **MRGCD MAP #32**, zoned M-1, located on the northeast corner of MONTANO RD NW and 2ND ST NW containing approximately 17.90 acres. (F-15) **VACATION OF PUBLIC EASEMENTS 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 VACATION OF PRIVATE EASEMENTS 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 PLANNING FOR AMAFCA SIGNATURE AND 15 DAY APPEAL PERIOD.**

DRB CASE ACTION LOG - BLUE SHEET

- Preliminary/Final Plat (P&F)
- Site Plan for Subdivision (SPS)
- Site Plan for Building Permit (SBP)

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

Site Plans: It is the responsibility of the applicant/agent/developer/owner to insert the DRB approved Site Plan for Subdivision and/or Site Plan for Building Permit in each copy of building permit plansets. If the building permit plans have been submitted prior to the Site Plan for Subdivision and/or Site Plan for Building Permit being signed-off, then it is the responsibility of the applicant/agent/developer/owner to insert a copy of the signed-off Site Plan for Subdivision and/or Site Plan for Building Permit in each copy of the building permit plansets.

Project# 1010455

15DRB-70408 PRELIMINARY/ FINAL PLAT APPROVAL - LANDS OF ASSOCIATED GROCERS

AGENT: SURV-TEK INC SURV-TEK INC

Your request was approved on 12-2-15 by the DRB with delegation of signature(s) to the following departments - outstanding comments to be addressed as follows:

Transportation:

ABCWUA:

City Engineer:

Parks and Recreation :

Planning:

AMAFCA, 15 day app'd

PLATS:

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.

-County Treasurer's signature must be obtained prior to the recording of the plat with County Clerk.

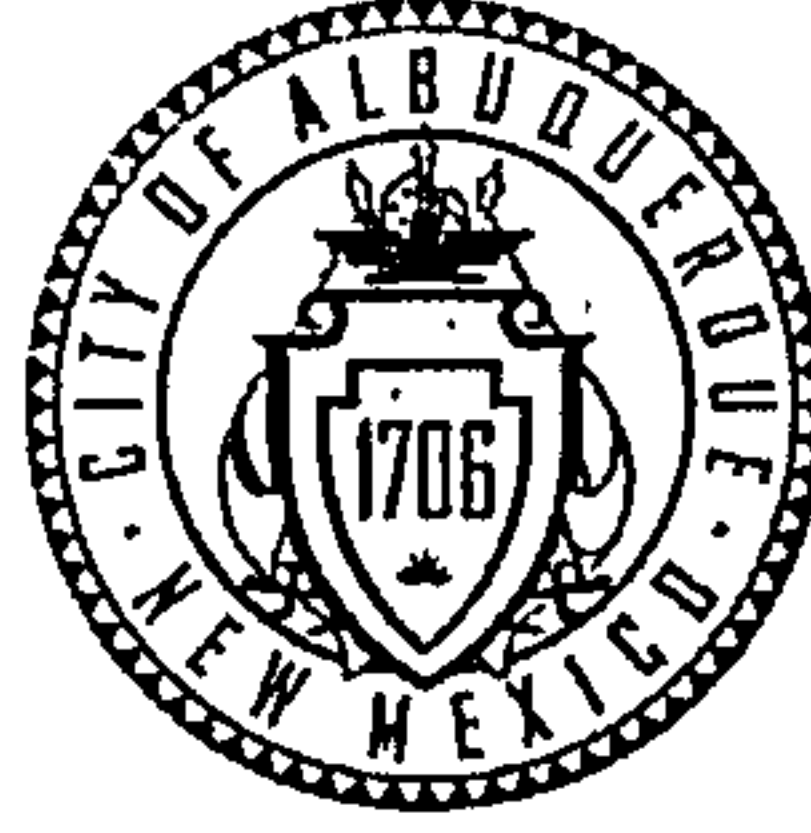
Property Management's signature must be obtained prior to Planning Department's signature.

ch AGIS DXF File approval required.

Copy of recorded plat for Planning.

ALL SITE PLANS:

3 copies of the approved site plan. Include all pages.



INTER-OFFICE MEMORANDUM

COMMENTING AGENCIES

TRANSPORTATION DEVELOPMENT*John MacKenzie*
TRANSIT & PARKING DEPARTMENT*Shabih Rizvi*
COUNCIL OF GOVERNMENTS.....*Kendra Watkins/Andrew Gingerich*
AMAFCA.....*Lynn Mazur*
APD CRIME PREVENTION.....*Steve Sink*
OPEN SPACE DIVISION.....*Kent Reed Swanson/Sarah Brown*
FIRE DEPARTMENT.....*Antonio Chinchilla*
ZONING ENFORCEMENT INSPECTOR.....*Vince Montano*
NEIGHBORHOOD COORDINATION.....*Stephani Winklepleck*
PNM.....*Daniel Aragon*
NEW MEXICO GAS COMPANY.....*Patrick Sanchez*
ALBUQUERQUE PUBLIC SCHOOLS.....*April Winters*
COMCAST CABLE.....*Mike Mortus*
Mid.Rio Grande Conserv. Dist. (MRGCD).....*Ray Gomez*
ENVIRONMENTAL HEALTH.....*Paul Olson*

Your comments on the following case(s) are requested.

PROJECT # 1010455

Board hearing date:

WEDNESDAY, December 2, 2015



Supplemental Form (SF)

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

- Annexation
- Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plans)
- Adoption of Rank 2 or 3 Plan or similar
- Text Amendment to Adopted Rank 1, 2 or 3 Plan(s), Zoning Code, or Subd. Regulations
- Street Name Change (Local & Collector)
- L A APPEAL / PROTEST of...**
 - Decision by: DRB, EPC, LUCC, Planning Director, ZEO, ZHE, Board of Appeals, other

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 2nd 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): SURE-TEK, INC PHONE: 897-3366
 ADDRESS: 9384 VALLEY VIEW DR NW FAX: 897-3377
 CITY: ALB STATE NM ZIP 87114 E-MAIL: RUSHUGG@SURETEK.COM

APPLICANT: TERRY JOHNSON MANAGEMENT PHONE: _____
 ADDRESS: 7550 MERIDIAN PLACE NW FAX: _____
 CITY: ALB STATE NM ZIP 87121 E-MAIL: _____

Proprietary interest in site: AGENT List all owners: SEE ATTACHED LIST

DESCRIPTION OF REQUEST: VACATION OF PUBLIC AND PRIVATE EASEMENTS AND MINOR PRELIMINARY/FINAL PLAT APPROVAL

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. TRACTS 50-D-2, 50-D-3, 52-B-2, 52-B-3 Block: MAP 32 Unit: _____
 Subdiv/Addr (TBKA): TRACT A, MONTANO DISTRIBUTION CENTER
 Existing Zoning: M-1 Proposed zoning: SAME MRGCD Map No 32
 Zone Atlas page(s): F-15 UPC Code: SEE ATTACHED LIST

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX, Z, V, S, etc.):
1010455 15 DRB-70178

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? N/A
 No. of existing lots: 5 No. of proposed lots: 1 Total site area (acres): 17.9033
 LOCATION OF PROPERTY BY STREETS: On or Near: MONTANO ROAD NW
 Between: SECOND ST NW and EIGHTH NW

Check if project was previously reviewed by: Sketch Plat/Plan or Pre-application Review Team (PRT) Review Date: 5/6/15

SIGNATURE [Signature] DATE 11/5/15
 (Print Name) RUSHUGG Applicant: Agent:

FOR OFFICIAL USE ONLY

Revised: 4/2012

- INTERNAL ROUTING
- All checklists are complete
- All fees have been collected
- All case #s are assigned
- AGIS copy has been sent
- Case history #s are listed
- Site is within 1000ft of a landfill
- F.H.D.P. density bonus
- F.H.D.P. fee rebate

Application case numbers	Action	S.F.	Fees
<u>ISDRB - 70406</u>	<u>VPRE</u>	_____	\$ <u>45.00</u>
<u>ISDRB - 70407</u>	<u>VPRE</u>	_____	\$ <u>45.00</u>
<u>ISDRB - 70408</u>	<u>P3F</u>	_____	\$ <u>215.00</u>
_____	<u>ADU</u>	_____	\$ <u>75.00</u>
_____	<u>CMF</u>	_____	\$ <u>20.00</u>
			Total
			\$ _____

Hearing date December 2 2015

[Signature] 11-6-15
 Staff signature & Date

Project # 1010455

FORM V: SUBDIVISION VARIANCES & VACATIONS

- BULK LAND VARIANCE (DRB04)** (PUBLIC HEARING CASE)
 - Application for Minor Plat on FORM S-3, including those submittal requirements. **24 copies**
 - 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)**
 - The complete document which created the public easement (folded to fit into an 8.5" by 14" pocket) **24 copies.**
(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)**
 - Scale drawing showing the proposed variance or waiver (not to exceed 8.5" by 14") **6 copies**
 - 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)**
 - Scale drawing showing the location of the proposed variance or waiver (not to exceed 8.5" by 14") **24 copies**
 - 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)**
 - Drawing showing the sidewalks subject to the proposed deferral or extension (not to exceed 8.5" by 14") **6 copies**
 - 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)**
 - VACATION OF RECORDED PLAT (DRB29)**
 - The complete document which created the private easement/recorded plat (not to exceed 8.5" by 14") **6 copies**
 - Scale drawing showing the easement to be vacated (8.5" by 11") **6 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter/documents briefly describing, explaining, and justifying the vacation **6 copies**
 - 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
- 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.

Russ Hugo
Applicant name (print)
[Signature] 11.5.15
Applicant signature / date



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

Application case numbers
 SDRD - 70406
 SDRB - 70407

Form revised 4/07
[Signature] 11-6-15
 Planner signature / date
 Project # 1010435

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.

Russ Hugg
Applicant name (print)
[Signature] 11.5.15
Applicant signature / date



Form revised October 2007

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

Application case numbers
SDRB 70408

[Signature] 11-6-15
Planner signature / date
Project # 1010455

SIGN POSTING AGREEMENT

REQUIREMENTS

POSTING SIGNS ANNOUNCING PUBLIC HEARINGS

All persons making application to the City under the requirements and procedures established by the City Zoning Code or Subdivision Ordinance are responsible for the posting and maintaining of one or more signs on the property which the application describes. Vacations of public rights-of-way (if the way has been in use) also require signs. Waterproof signs are provided at the time of application. If the application is mailed, you must still stop at the Development Services Front Counter to pick up the sign.

The applicant is responsible for ensuring that the signs remain posted throughout the 15-day period prior to public hearing. Failure to maintain the signs during this entire period may be cause for deferral or denial of the application. Replacement signs for those lost or damaged are available from the Development Services Front Counter at a charge of \$3.75 each.

1. LOCATION

- A. The sign shall be conspicuously located. It shall be located within twenty feet of the public sidewalk (or edge of public street). Staff may indicate a specific location.
- B. The face of the sign shall be parallel to the street, and the bottom of the sign shall be at least two feet from the ground.
- C. No barrier shall prevent a person from coming within five feet of the sign to read it.

2. NUMBER

- A. One sign shall be posted on each paved street frontage. Signs may be required on unpaved street frontages.
- B. If the land does not abut a public street, then, in addition to a sign placed on the property, a sign shall be placed on and at the edge of the public right-of-way of the nearest paved City street. Such a sign must direct readers toward the subject property by an arrow and an indication of distance.

3. PHYSICAL POSTING

- A. A heavy stake with two crossbars or a full plywood backing works best to keep the sign in place, especially during high winds.
- B. Large headed nails or staples are best for attaching signs to a post or backing; the sign tears out less easily.

4. TIME

Signs must be posted from November 17, 2015 To December 2, 2015

5. REMOVAL

- A. The sign is not to be removed before the initial hearing on the request.
- B. The sign should be removed within five (5) days after the initial hearing.

I have read this sheet and discussed it with the Development Services Front Counter Staff. I understand (A) my obligation to keep the sign(s) posted for (15) days and (B) where the sign(s) are to be located. I am being given a copy of this sheet.

[Signature] 11/6/15
(Applicant or Agent) (Date)

I issued 2 signs for this application, 11-6-15 [Signature]
(Date) (Staff Member)

PROJECT NUMBER: 1010455

OWNER(S)

Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated as to an undivided Forty-eight (48%) interest.

Ross G. Tidemann, Managing Member
As to an undivided Twenty-seven (27%) interest.

Nestor R. Weigand, Jr., a single man
As to an undivided Twenty-five (25%) interest.

UPC Numbers

Tract A	101506116530320215
Tract 52B3, Map 32	101506114327520202
Tract 50D3, Map 32	101506114328820206
Tract 50D2, Map 32	101506112429120207
Tract 52B2, Map 32	101506112428720205

SURV TEK, INC.

Consulting Surveyors

9384 Valley View Drive, NW Albuquerque, New Mexico 87114
Phone: 505-897-3366 Fax: 505-897-3377 E-mail: russhugg@survtek.com

November 4, 2015

Albuquerque Development Review Board
PO Box 1293
Albuquerque, New Mexico 87103

Attention: Mr. Jack Cloud, Chair

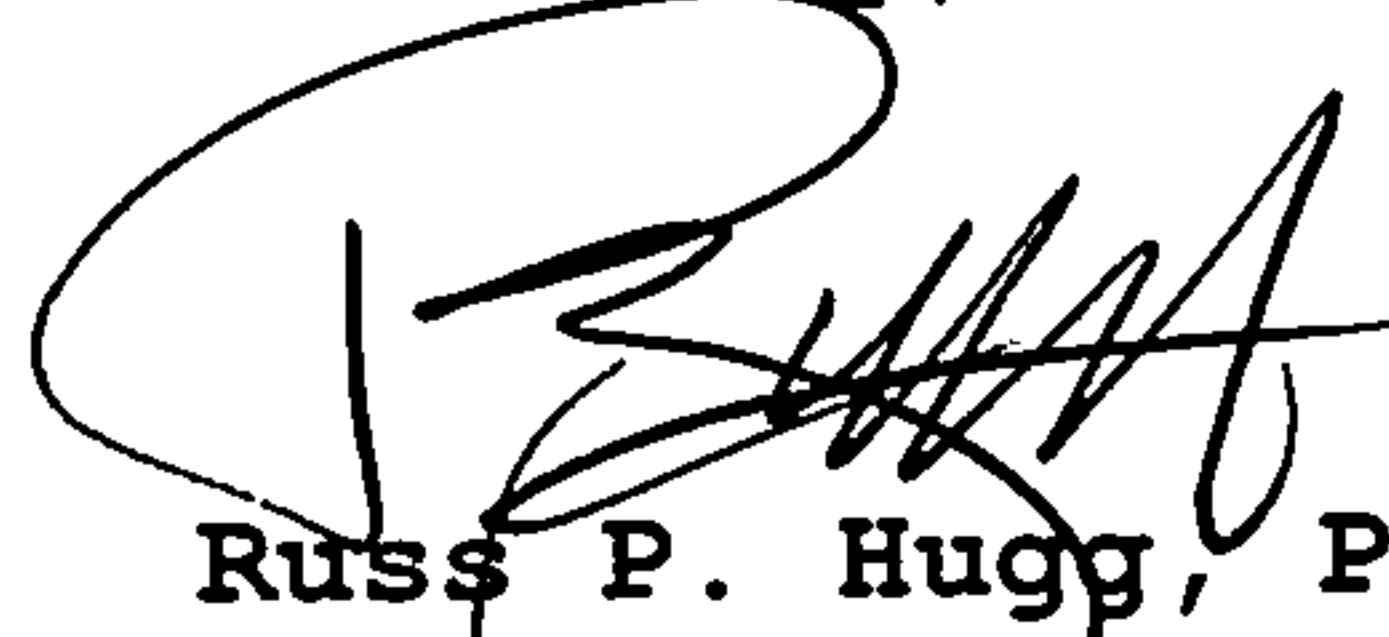
RE: Tract A, Lands of Associated Grocers, Inc. and Tracts 50-D-2, 50-D-3, 52-B-2 and 52-B-3, M.R.G.C.D. Map 32, City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas page F-15.

Dear Mr. Cloud

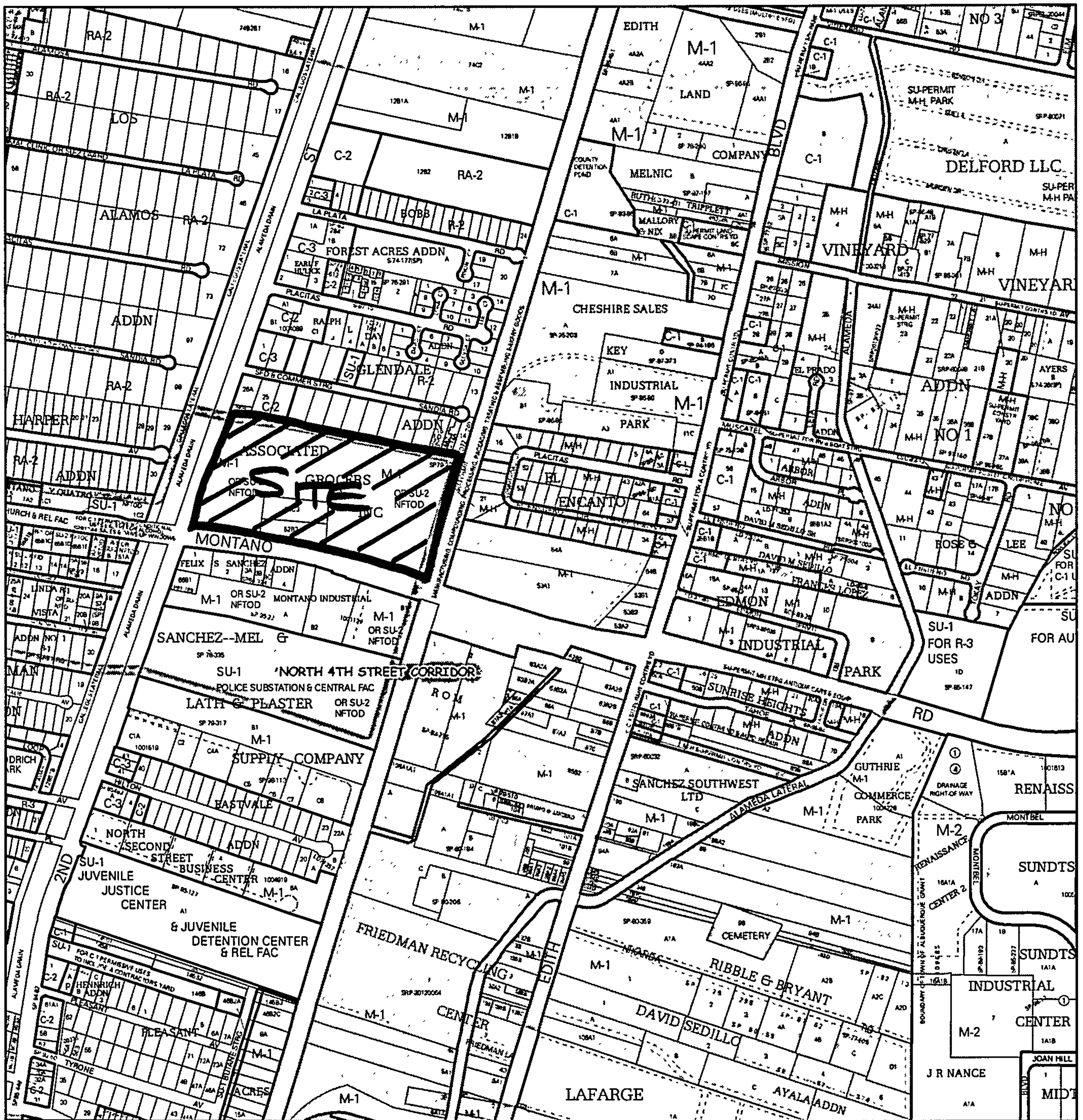
The owners of the above captioned property, Herbert L. Krumsick; Ross G. Tidemann and Nestor R. Weigand through their property management agent Terry Johnson are hereby filing application with the City of Albuquerque Development Review Board for a Vacation Action to vacate various public and private easements and a Minor Preliminary/Final Plat action to show said vacated easements and formally dedicate the additional right of way along Montano Road N.W. which was previously conveyed to the City of Albuquerque by deed conveyances.

If you have any questions concerning this request, please feel free to contact me at your convenience.

Sincerely,



Russ P. Hugg, PS
Surv-Tek, Inc.



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

AGIS
Albuquerque Geographic Information System

Map amended through: 9/2/2014

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
F-15-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 1,500 Feet

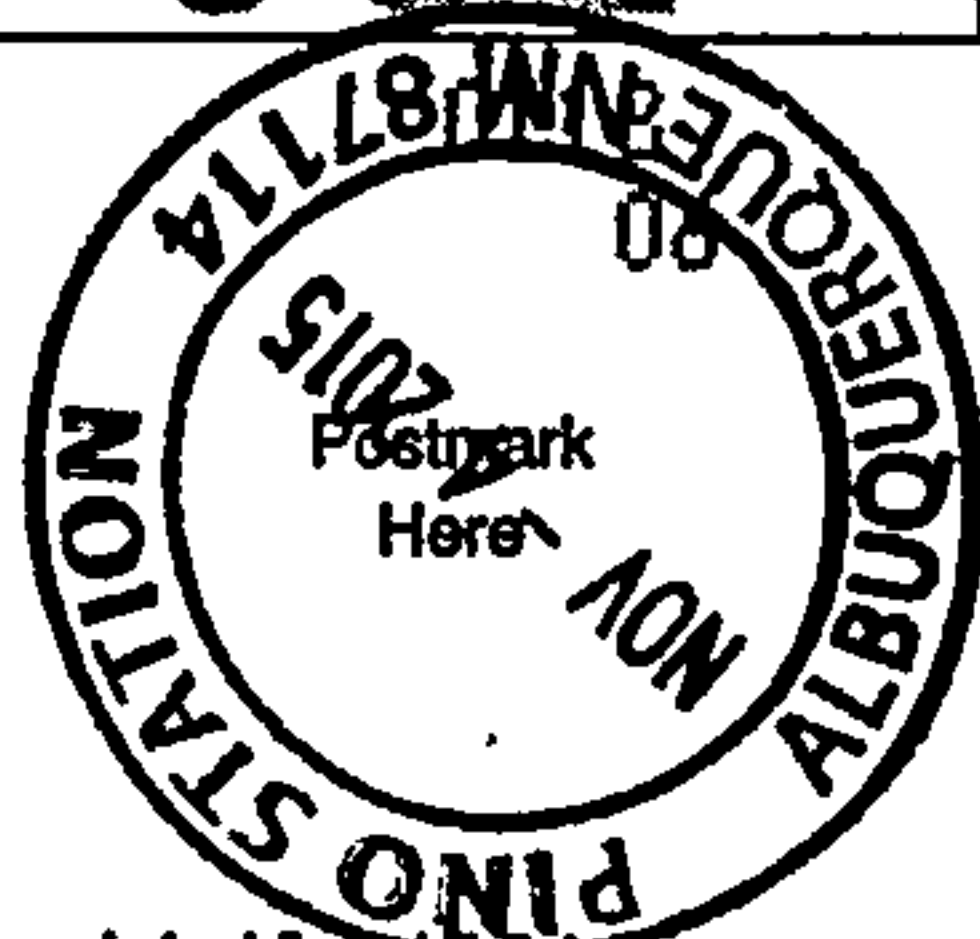
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

ALBUQUERQUE NM 87107 OFFICIAL USE

Postage	\$2.80
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$7.45



11/04/2015

Sent To
Greater Gardner Neighborhood Assoc
 Street & Apt. No.,
 or PO Box No. **215 San Andres NW**
 City, State, ZIP+4
Albuquerque NM 87107

4885 E200 2000 064E 4102 3490 0002 0023 5884

Certified Mail service provides the following benefits:

- A Certified Mail receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service® for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, you may request the following services:
 - Return receipt service, which provides you with a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your

mailpiece; include applicable postage to cover the return receipt service fee; and endorse the mailpiece "Return Receipt Requested," or see a retail associate for assistance. For an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt, present this USPS®-postmarked Certified Mail receipt to the retail associate, who will provide a duplicate return receipt for no additional fee.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent. Include applicable postage to cover the restricted delivery fee and endorse the mailpiece "Restricted Delivery," or see a retail associate for assistance.

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

SURV TEK, INC.

Consulting Surveyors

9384 Valley View Drive, NW Albuquerque, New Mexico 87114
Phone: 505-897-3366 Fax: 505-897-3377 E-mail: russhugg@survtek.com

November 4, 2015

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Greater Gardner Neighborhood Association
215 San Andres NW
Albuquerque, NM 87107
Attention: Antoninette Vigil

RE: Tract A, Lands of Associated Grocers, Inc. and Tracts 50-D-2, 50-D-3, 52-B-2 and 52-B-3, M.R.G.C.D. Map 32, City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas page F-15.

The owners of the above captioned property, Herbert L. Krumsick; Ross G. Tidemann and Nestor R. Weigand through their property management agent Terry Johnson are hereby filing application with the City of Albuquerque Development Review Board for a Vacation Action to vacate various public and private easements and a Minor Preliminary/Final Plat action to show said vacated easements and formally dedicate the additional right of way along Montano Road N.W. which was previously conveyed to the City of Albuquerque by deed conveyances.

The application will require a public hearing before the Development Review Board in the DRB Meeting Room in the basement floor of the Plaza Del Sol Building at Second and Roma N.W. The Chair of the Development Review Board, Mr. Jack Cloud, may be contacted at 924-3880 or by mail at P.O. Box 1293, Albuquerque, New Mexico 87103.

If you have any questions or comments on this matter please contact:

Russ P. Hugg, PS, Agent

Surv-Tek, Inc.
9384 Valley View Drive N.W.
Albuquerque, New Mexico 87114
505 897 3366

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

ALBUQUERQUE NM 87107

OFFICIAL USE

Postage	\$3.45	\$2.80
Certified Fee		\$0.00
Return Receipt Fee (Endorsement Required)		\$0.00
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$7.45	



Sent To
Greater Gardner Neighborhood Assoc.
 Street & Apt. No.,
 or PO Box No. **158 Pleasant NW**
 City, State, ZIP+4
ABQ NM 87107

3490 0002 0023 5891
 7014 HT02

Certified Mail service provides the following benefits:

- A Certified Mail receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service® for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
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 - Return receipt service, which provides you with a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your

mailpiece; include applicable postage to cover the return receipt service fee; and endorse the mailpiece "Return Receipt Requested," or see a retail associate for assistance. For an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt, present this USPS®-postmarked Certified Mail receipt to the retail associate, who will provide a duplicate return receipt for no additional fee.

Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.

Include applicable postage to cover the restricted delivery fee and endorse the mailpiece "Restricted Delivery," or see a retail associate for assistance.

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

SURV TEK, INC.

Consulting Surveyors

9384 Valley View Drive, NW Albuquerque, New Mexico 87114
Phone: 505-897-3366 Fax: 505-897-3377 E-mail: russhugg@survtek.com

November 4, 2015

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Greater Gardner Neighborhood Association
158 Pleasant NW
Albuquerque, NM 87107
Attention: David Wood

RE: Tract A, Lands of Associated Grocers, Inc. and Tracts 50-D-2, 50-D-3, 52-B-2 and 52-B-3, M.R.G.C.D. Map 32, City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas page F-15.

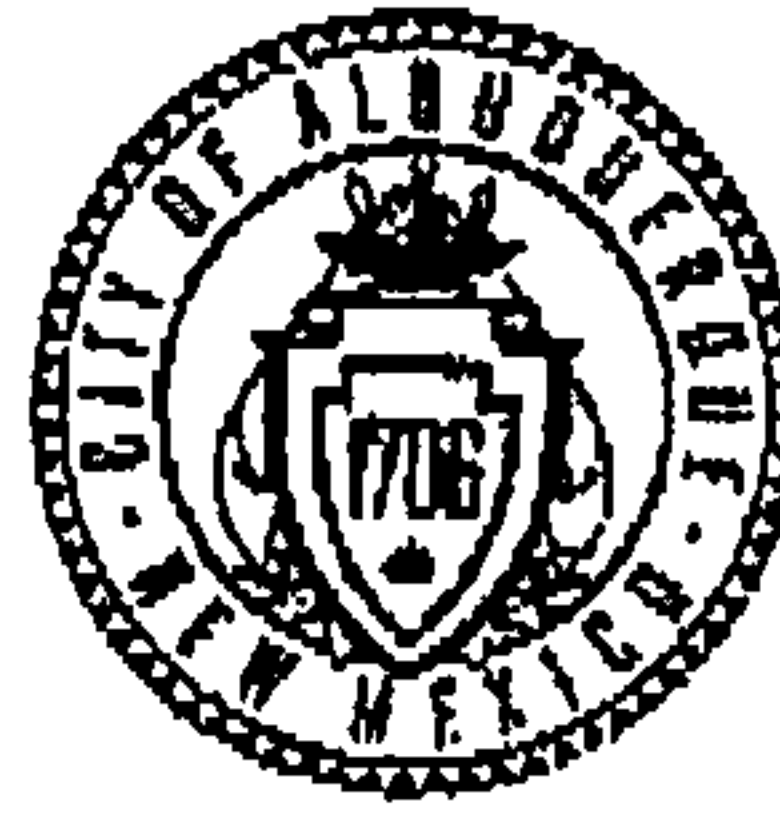
The owners of the above captioned property, Herbert L. Krumsick; Ross G. Tidemann and Nestor R. Weigand through their property management agent Terry Johnson are hereby filing application with the City of Albuquerque Development Review Board for a Vacation Action to vacate various public and private easements and a Minor Preliminary/Final Plat action to show said vacated easements and formally dedicate the additional right of way along Montano Road N.W. which was previously conveyed to the City of Albuquerque by deed conveyances.

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If you have any questions or comments on this matter please contact:

Russ P. Hugg, PS, Agent

Surv-Tek, Inc.
9384 Valley View Drive N.W.
Albuquerque, New Mexico 87114
505 897 3366



City of Albuquerque

P.O. Box 1293, Albuquerque, NM 87103

November 3, 2015

Russ Hugg
Surv-Tek, Inc.
9384 Valley View Dr. NW/87114
Phone: 505-897-3366/Fax: 505-897-3377

Dear Russ:

Thank you for your inquiry of November 3, 2015 requesting the names of **ALL Neighborhood and/or Homeowner Associations** who would be affected under the provisions of §14-8-2-7 of the *Neighborhood Association Recognition Ordinance* by your proposed project at **(DRB SUBMITTAL) – TRACT A, LANDS OF ASSOCIATED GROCERS, INC. AND TRACTS 50-D-2, 50-D-3, 52-B-2 AND 52-B-3 LOCATED ON MONTANO ROAD NW BETWEEN SECOND STREETNW AND EDITH BOULEVARD NW** zone map **F-15**.

Our records indicate that the **Neighborhood and/or Homeowner Associations** affected by this submittal and the contact names are as follows:

- GREATER GARDNER N.A. "R"
- David Wood
- 158 Pleasant NW/87107 221-2626 (c)
- Antoinette Vigil
- 215 San Andres NW/87107 249-9599 (c)

Please note that according to §14-8-2-7 of the *Neighborhood Association Recognition Ordinance* you are required to notify each of these contact persons by **certified mail, return receipt requested, before** the Planning Department will accept your application filing. **IMPORTANT! Failure of adequate notification may result in your Application Hearing being deferred.** If you have any questions about the information provided, please contact me at (505) 924-3902 or via an e-mail message at swinklepleck@cabq.gov or by fax at (505) 924-3913.

Sincerely,
Stephani Winklepleck
Stephani Winklepleck
Neighborhood Liaison
OFFICE OF NEIGHBORHOOD COORDINATION
Planning Department

PLEASE NOTE: The NA/HOA information listed in this letter is valid for one (1) month. If you haven't filed your application within one (1) month of the date of this letter – you will need to get an updated letter from our office.

LETTERS MUST BE SENT TO BOTH CONTACTS OF EACH NA/HOA FOR THIS PLANNING SUBMITTAL.

!!!Notice to Applicants!!!

SUGGESTED INFORMATION FOR NEIGHBORHOOD NOTIFICATION LETTERS

Applicants for Zone Change, Site Plan, Sector Development Plan approval or an amendment to a Sector Development Plan by the EPC, DRB, etc. are required under Council Bill O-92 to notify all affected neighborhood and/or homeowner associations **PRIOR TO FILING THE APPLICATION TO THE PLANNING DEPARTMENT**. Because the purpose of the notification is to ensure communication as a means of identifying and resolving problems early, it is essential that the notification be fully informative.

WE RECOMMEND THAT THE NOTIFICATION LETTER INCLUDE THE FOLLOWING INFORMATION:

1. The street address of the subject property.
2. The legal description of the property, including lot or tract number (if any), block number (if any), and name of the subdivision.
3. A physical description of the location, referenced to streets and existing land uses.
4. A complete description of the actions requested of the EPC:
 - a) If a **ZONE CHANGE OR ANNEXATION**, the name of the existing zone category and primary uses and the name of the proposed category and primary uses (i.e., "from the R-T Townhouse zone, to the C-2 Community Commercial zone").
 - b) If a **SITE DEVELOPMENT OR MASTER DEVELOPMENT PLAN** approval or amendment describes the physical nature of the proposal (i.e., "an amendment to the approved plan to allow a drive-through restaurant to be located just east of the main shopping center entrance off Montgomery Blvd.").
 - c) If a **SECTOR DEVELOPMENT PLAN OR PLAN AMENDMENT** a general description of the plan area, plan concept, the mix of zoning and land use categories proposed and description of major features such as location of significant shopping centers, employment centers, parks and other public facilities.
 - d) The name, address and telephone number of the applicant and of the agent (if any). In particular the name of an individual contact person will be helpful so that neighborhood associations may contact someone with questions or comments.

Information from the Office of Neighborhood Coordination

The following information should always be in each application packet that you submit for an EPC or DRB application. Listed below is a "Checklist" of the items needed.

- ONC's "Official" Letter to the applicant (if there are associations). A copy must be submitted with application packet -OR-**
- The ONC "Official" Letter (if there are no associations). A copy must be submitted with application packet.
- Copies of Letters to Neighborhood and/or Homeowners Associations (if there are associations). A copy must be submitted with application packet.**
- Copies of the certified receipts to Neighborhood and/or Homeowners Associations (if there are associations). A copy must be submitted with application packet.**

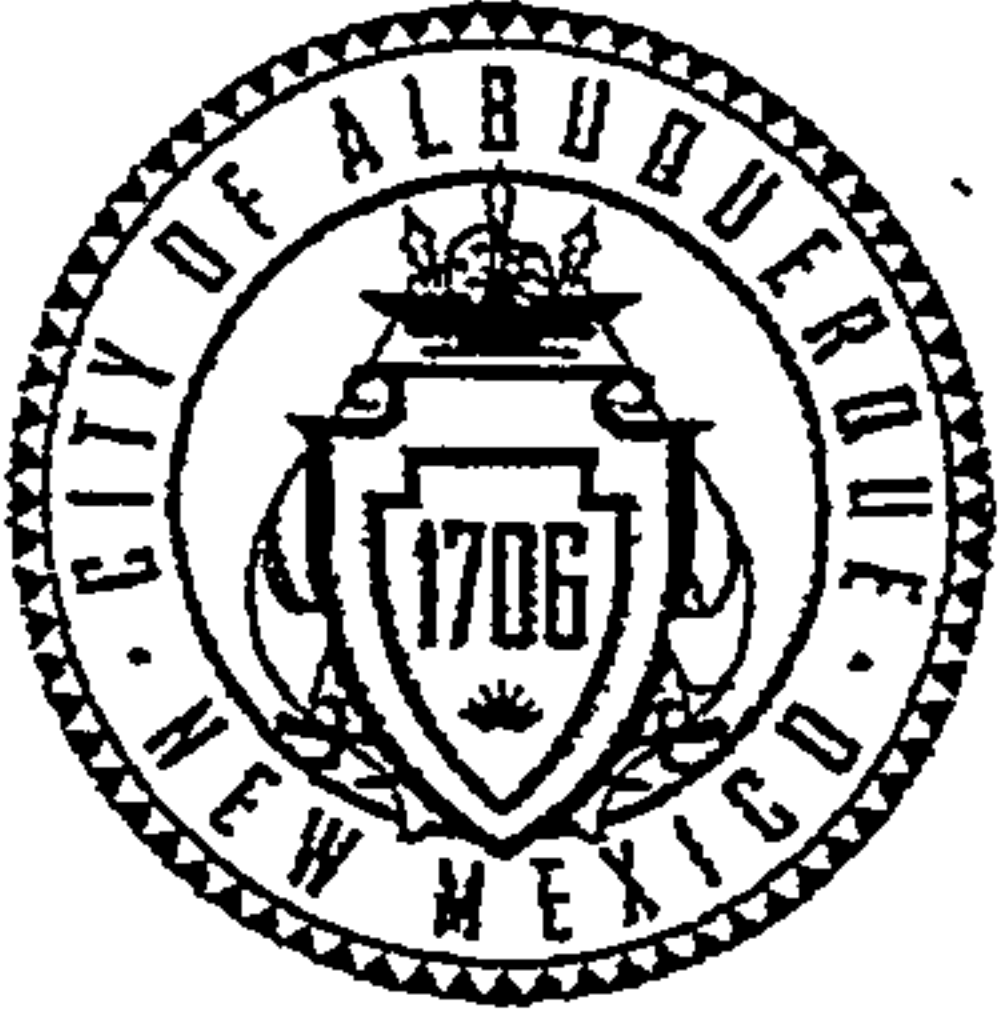
Just a reminder - Our ONC "Official" Letter is only valid for a one (1) month period and if you haven't submitted your application by this date, you will need to get an updated letter from our office.

Any questions, please feel free to contact Stephani at 924-3902 or via an e-mail message at swinklepleck@cabq.gov.

Thank you for your cooperation on this matter.

(below this line for ONC use only)

Date of Inquiry: **11/03/15** Entered: **4:45 p.m.** ONC Rep. Initials: **siw**



DEVELOPER INQUIRY SHEET

(To be completed prior to application submittal)

The Office of Neighborhood Coordination (ONC) located in Room 120 (basement) of the Plaza Del Sol Building, 600 Second Street NW, Fax: (505) 924-3913 – will need the following information **BEFORE** neighborhood and/or homeowner association information will be released to the applicant/agent on any project being presented to the Planning Department of the City of Albuquerque. If you have any questions, please feel free to contact our office at (505) 924-3914. Your Developer inquiry is for the following:

- Cell Tower Submittal: Free-Standing Tower -OR- Concealed Tower
- EPC Submittal DRB Submittal LUCG Submittal Liquor Submittal
- Administrative Amendments (AA's) Submittal City Project Submittal

CONTACT NAME: Russ Hugg

COMPANY NAME: SURV-TEK, INC

ADDRESS/ZIP: 9384 VALLEY VIEW DR NW
ALB, NM 87114

PHONE: 897-3366 FAX: 897-3377

LEGAL DESCRIPTION INFORMATION

PLEASE FORWARD INFORMATION ON ANY NEIGHBORHOOD AND/OR HOMEOWNER ASSOCIATION IN THE AREA OF THE PROPERTY DESCRIBED BELOW:

TRACT A, LANDS OF ASSOCIATED GROCERS, INC
AND TRACTS 50-D-2, 50-D-3, 52-B-2 AND 52-B-3, MAP 32

LEGAL DESCRIPTION

LOCATED ON

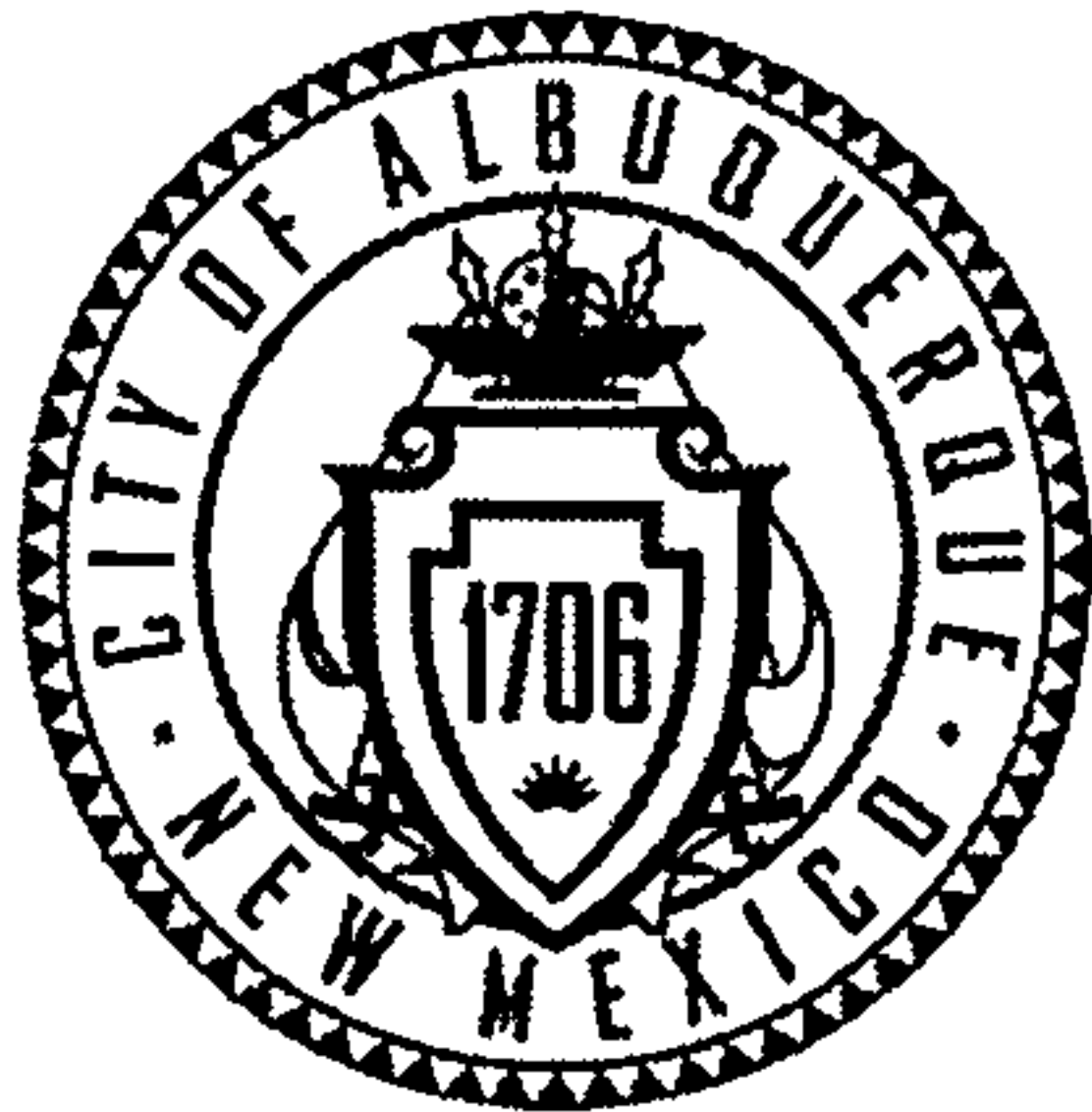
MONTANO ROAD NW
STREET NAME OR OTHER IDENTIFYING LANDMARK

BETWEEN SECOND STREET NW AND

EDITH BOULEVARD NW
STREET NAME OR OTHER IDENTIFYING LANDMARK

THE SITE IS INDICATED ON THE FOLLOWING ZONE ATLAS PAGE (F-15).
(PLEASE MARK/HATCH ZONE MAP WHERE PROPERTY IS LOCATED)

(Zone Map **MUST** be provided with request)



City of Albuquerque
P.O. Box 1293 Albuquerque, New Mexico 87103
Planning Department
Suzanne Lubar, Director

Richard J. Berry, Mayor
Administrative Officer
September 9, 2015

Robert J. Perry, Chief

SUBJECT: ALBUQUERQUE ARCHAEOLOGICAL ORDINANCE—Compliance Documentation

Project Number(s): 1010455
Case Number(s): 15DRB-70178
Agent: Surv-Tek, Inc.
Applicant: T. Johnson Management, LC
Legal Description: Tract A, Lands of Associated Grocers, Inc and Tracts 50-D-2, 50-D-3, 52-B-2, 52-B-3, Map 32
Zoning: M-1
Acreage: 17.90 acres
Zone Atlas Page: F-15

CERTIFICATE OF NO EFFECT: Yes No

CERTIFICATE OF APPROVAL: Yes No

TREATMENT PLAN REVIEW:
DISCOVERY:

SUPPORTING DOCUMENTATION:
SITE VISIT: n/a

RECOMMENDATION(S):

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

MFSchmader
Matthew Schmader, PhD
Superintendent, Open Space Division
City Archaeologist

July 24, 2015

Mr. Russ P. Hugg
Surv-Tek, Inc.
9384 Valley View Drive NW
Rio Rancho, New Mexico 87114

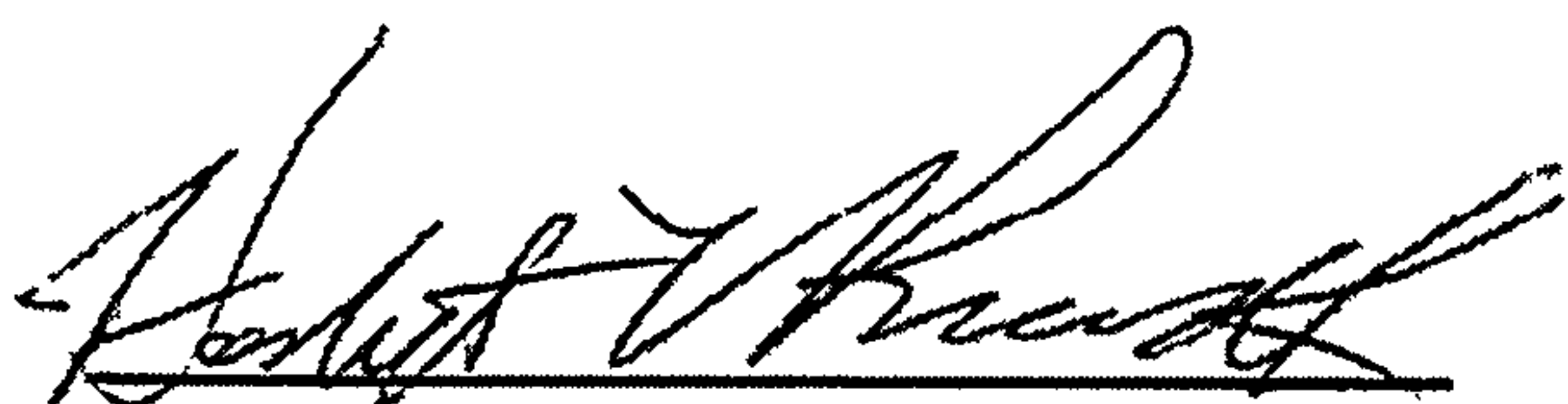
Re: Tract A, Lands of Associated Grocers, Inc. and Tracts 50-D-2, 50-D-3, 52-B-2 and 52-B-3, M.R.G.C.D. Map 32, City of Albuquerque, Bernalillo County, New Mexico.

Dear Russ:

By this letter, I hereby authorize you to act as agent on my behalf for the purpose of Re-platting of the above referenced tracts.

Please call me if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Herbert L. Krumsick", written over a horizontal line.

Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated as to an undivided Forty-eight (48%) interest.

July 24, 2015

Mr. Russ P. Hugg
Surv-Tek, Inc.
9384 Valley View Drive NW
Rio Rancho, New Mexico 87114

Re: Tract A, Lands of Associated Grocers, Inc. and Tracts 50-D-2, 50-D-3, 52-B-2 and 52-B-3, M.R.G.C.D. Map 32, City of Albuquerque, Bernalillo County, New Mexico.

Dear Russ:

By this letter, I hereby authorize you to act as agent on my behalf for the purpose of Re-platting of the above referenced tracts.

Please call me if you have any further questions.

Sincerely,

ER Investments, LLC



Ross G. Tidemann, Managing Member
As to an undivided Twenty-seven (27%) interest.

July 24, 2015

Mr. Russ P. Hugg
Surv-Tek, Inc.
9384 Valley View Drive NW
Rio Rancho, New Mexico 87114

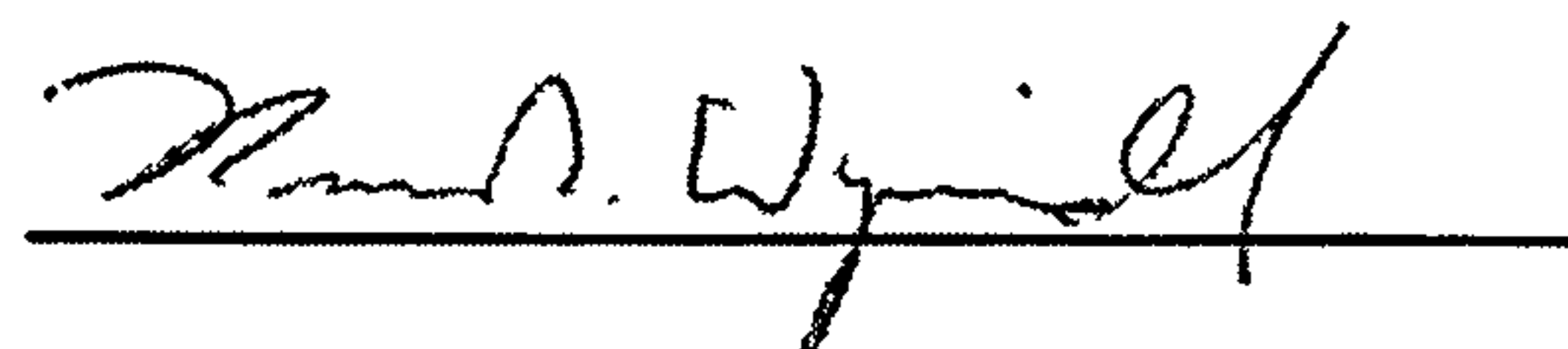
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Dear Russ:

By this letter, I hereby authorize you to act as agent on my behalf for the purpose of Re-platting of the above referenced tracts.

Please call me if you have any further questions.

Sincerely,



Nestor R. Weigand, Jr., a single man
As to an undivided Twenty-five (25%) interest.

97034881

5849

DECLARATION OF RECIPROCAL EASEMENT

[Albuquerque, New Mexico]

This Declaration is made by SUPERVALU Holdings, Inc., a Missouri corporation ("SUPERVALU"), as of April 4, 1997 (the "Execution Date").

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
97 APR -7 PM 4:22
97-9
5849-5862
REC'D
FILED

RECITALS:

- A. SUPERVALU is the owner of a certain tract of land ("Tract A") described in Exhibit A and identified as the "Tract A" on the Site Plan (the "Site Plan") attached hereto as Exhibit D.
- B. SUPERVALU is the owner of a certain tract of land ("Tract B") described in Exhibit B and identified as the "Tract B" on the Site Plan.
- C. SUPERVALU is the owner of a certain tract of land ("Tract C") described in Exhibit C and identified as the "Tract C" on the Site Plan.
- D. Tracts A, B and C (collectively the "Facility") are contiguous and adjacent as shown on the Site Plan.
- E. SUPERVALU intends to operate the Tracts in conjunction with each other as integral parts of a warehouse complex, and in order to encourage the common use and operation of the same, it desires to enter into certain covenants and agreements as a part of a general plan, and to grant to each Tract certain reciprocal easements, in, to, over, and across the other Tracts.

AGREEMENT:

SUPERVALU declares as follows:

1. Definitions

- 1.1 **Building Area.** "Building Area" shall mean the limited areas of the Facility within which buildings (which for the purpose of this document shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions, as well as attached trash compactors and utility transformers) may be constructed, placed or located.
- 1.2 **Common Area.** "Common Area" shall mean all areas within the exterior boundaries of the Facility, exclusive of buildings.
- 1.3 **Occupant.** "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building in the Facility under an ownership right or any lease, sublease, license, concession, or other similar agreement.
- 1.4 **Owner.** "Owner" shall mean each signatory hereto and, after compliance with the notice requirements set forth below, their respective successors and assigns who become owners of any portion of the Facility. Until the notice requirement is complied with, the transferring Owner shall (for the purpose of this Declaration only)

be the transferee's agent. Each Owner shall be liable for the performance of all covenants, obligations and undertakings set forth in this Declaration with respect to the portion of the Facility owned by it which accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the notice requirement set forth below is complied with, at which time the transferring Owner's personal liability for future obligation shall terminate. The transferee Owner shall automatically become liable for all obligations, performance requirements and amounts which arise subsequent to compliance with the notice requirement. An Owner transferring all or any portion of its interest in the Facility shall give notice to all other Owners of such transfer and shall include in such notice at least the following information: (a) the name and address of the transferee; and (b) a copy of the legal description of the portion of the Facility transferred. No such transfer shall affect the existence, priority, validity or enforceability of any lien permitted under this Declaration which is placed upon the transferred portion of the Facility prior to receipt of the notice.

1.5 **Permittee.** "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of the Facility. Among others, Persons engaging in any of the following activities on the Common Area will not be considered to be Permittees:

1.5.1 Exhibiting any placard, signs or notice.

1.5.2 Distributing any circular, handbill, placard, or booklet.

1.5.3 Soliciting memberships or contributions.

1.5.4 Parading, picketing, or demonstrating.

1.6 **Person.** "Person" shall mean any individual, partnership, firm, association, corporation, trust, or any other form of business or government entity.

1.7 **Tract.** "Tract" shall mean that portion of the Facility owned by an Owner.

2. **Easements**

2.1 **Ingress and Egress.** The Owner of each Tract shall have for its use and for the use of its Permittees, in common with others entitled to use the same, a permanent, non-exclusive easement for the passage and parking of vehicles over and across the parking and driveway areas of the other Tracts as the same may from time to time be constructed and maintained for such use and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the other Tracts as the same may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations as well as other provisions contained in this Declaration:

2.1.1 Except for situations specifically provided for in this Section 2.1, no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel for the purposes permitted in this Declaration

shall be erected or permitted within or across the aforesaid easement areas; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities (such as mailboxes, public telephones, benches or public transportation shelters), of landscaping, berms or planters, nor of limited curbing and other forms of traffic controls.

- 2.1.2 In connection with any construction, reconstruction, repair or maintenance on a Tract, an Owner may create a staging and/or storage area in the Common Area on its Tract at such location as will not unreasonably interfere with access between such Tract and other areas of the Facility.
- 2.1.3 An Owner may make changes, modifications or alterations in its portion of the Common Area, provided that all of the following conditions are met:
- 2.1.3.1 The accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the Facility), is not unreasonably restricted or hindered.
- 2.1.3.2 No governmental rule, ordinance or regulation shall be violated as a result of such action, and such action shall not result in any other Owner being in violation of any governmental rule, ordinance or regulation.
- 2.1.3.3 No change shall be made in the access points between the Common Area and the public streets; provided, however that additional access points may be created with the approval of all Tract Owners, such approval not to be unreasonably withheld.
- 2.1.4 Each Owner further reserves the right to close off its portion of the Common Area for such reasonable period of time as may be legally necessary, in the opinion of such Owner's counsel, to prevent the acquisition of prescriptive rights by anyone; provided however, that prior to closing off any portion of the Common Area, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such closing with each other Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur.
- 2.1.5 Each Owner reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using its Common Area.

2.2 Utilities.

- 2.2.1 The Owner of each Tract shall have a permanent, non-exclusive perpetual easements in, to, over, under, along and across those portions of the Common Area (exclusive of any portion located within a Building Area) located on the balance of the Facility necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of lines or systems for utilities serving the grantee's tract, including sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines.

2.2.2 The initial location and width of any utility shall be subject to the prior written approval of the Owner whose Common Area is to be burdened thereby, such approval not to be unreasonably withheld. The easement area shall be no larger than whatever is necessary to reasonably satisfy the utility company as to a public utility or five feet on each side of the centerline as to a private line. The grantor shall have the right at any time to relocate a utility line upon 30 days' prior written notice, provided that such relocation: (a) shall not interfere with or diminish the utility services to the grantee; (b) shall not reduce or unreasonably impair the usefulness or function of such utility; (c) shall be performed without cost or expense to grantee; (d) shall be completed using materials and design standards which equal or exceed those originally used; and (e) shall have been approved by the utility company and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover.

Documentation of the relocated easement area shall be the grantor's expense and shall be accomplished as soon as possible. Grantee shall have a right to require an as-built survey of such relocated utility be delivered to it at grantor's expense.

2.3 Construction, Maintenance and Reconstruction.

2.3.1 In order to accommodate any footings, foundations, columns or walls which may be constructed or reconstructed immediately adjacent to a common boundary line and which may overlap that common boundary line, each Owner shall have a permanent, non-exclusive easement in, to, over, under, and across that portion of the other Tracts adjacent to such common boundary line in space not theretofore occupied by any then existing structure for the construction, maintenance and replacement of footings to a maximum distance of five feet (5') onto each Tract and for the construction, replacement and maintenance of foundations, columns, or walls to a maximum distance of six inches onto the grantor's Tract. The easement shall include the reasonable right of access necessary to exercise and enjoy such easement. The easement shall continue in effect for so long as the building utilizing the easement area exists (including a reasonable period to permit reconstruction or replacement of such building if the same shall be destroyed, damaged, or demolished) and shall include the reasonable right of access necessary to exercise and enjoy such easement.

2.3.2 Prior to utilizing the easement right set forth in subsection 3.3.1, the grantee Owner shall advise the grantor Owner of its intention to use the same, shall provide plans and specifications and proposed construction techniques for the improvements to be located within the easement area, and shall give the grantor Owner an opportunity to commence any construction activities which such Owner contemplates undertaking at approximately the same time to the end that each Owner involved shall be able to utilize subterranean construction techniques which will permit the placement above ground of a building on each Tract immediately adjacent to the common boundary line. If a common subterranean construction element is used by the Owners, it is specifically understood that each Owner shall assume and pay its reasonable

share of the cost and expense of the initial construction of such common subterranean construction element and, so long as both Owners are benefiting from it, the maintenance of such common subterranean construction element. In the event any building utilizing a common subterranean element is destroyed and not replaced or is removed, the common subterranean construction element shall be left in place for the benefit of any building utilizing the same located on the adjoining Tract.

- 2.4 **Restriction.** No Owner may grant any easement for the purpose set forth in this Section 2 for the benefit of any property not within the Facility; provided however, that the foregoing shall not prohibit the granting or dedicating of utility easements by an Owner on its Tract to governmental or quasi-governmental authorities or to public utilities.

3. **Maintenance and Repair**

Each Owner shall repair and maintain in their existing condition all utility facilities, lines, and systems located on its Tract that serve only its Tract unless the same are maintained by a public or quasi-public utility or authority.

The grantee of a utility easement referred to in subsection 2.2.1, shall maintain and repair at its cost any facilities installed pursuant to such grant which exclusively serve such grantee's Tract unless the same are granted or dedicated to and accepted by a utility or a governmental agency acceptable to the grantor which agrees to maintain and replace the same.

4. **Default**

- 4.1 **Force Majeure.** The time within which any Owner to this Declaration is required to perform any act shall be extended to the extent that performance of such act is delayed by Force Majeure, but only if such delay was beyond that Owner's reasonable control and was not caused by its fault or negligence. "Force Majeure" shall mean acts of god, fire, abnormal weather, explosion, riot, war, labor disputes, governmental restrictions, inability to obtain necessary materials, or any other cause beyond such Owner's reasonable control. If a delay of performance occurs and such delay is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure, but only if the Owner entitled to such extension gives prompt notice to all other Owners of the occurrence causing the delay and if the Owner so excused acts in good faith and uses due diligence to perform. The inability to obtain financing or lack of money shall not constitute Force Majeure.
- 4.2 **Notice: Cure.** If any Owner fails to comply with any provision of this Declaration (the "Defaulting Owner"), then any other Owner (the "Non-Defaulting Owner") may upon 45 days' prior written notice to the Defaulting Owner, proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the 45 day notice period (a) the Defaulting Owner cures the default, or (b) if the default is curable, but cannot reasonably be cured within that time period, the Defaulting Owner begins to cure such default within such

time period and diligently pursues such cure to completion. The 45 day notice period shall not be required if, using reasonable judgment, the Non-Defaulting Owner deems that an emergency exists which requires immediate attention. In the event of such an emergency, the Non-Defaulting Owner shall give whatever notice to the Defaulting Owner is reasonable under the circumstances. The Defaulting Owner hereby grants to the Non-Defaulting Owner a nonexclusive easement over, across and under any and all parts of the Defaulting Owner's Tract for all purposes reasonably necessary to enable the Non-Defaulting Owner (or its agents, contractors or subcontractors) to perform any of the terms, provisions, covenants or conditions of this Declaration that the Defaulting Owner is obligated to perform but has failed to perform after notice and the opportunity to cure pursuant to this subsection.

- 4.3 **Reimbursement of Costs to Cure; Lien.** Within 10 days after written demand (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Non-Defaulting Owner for any amount reasonably spent by the Non-Defaulting Owner to cure the default, together with interest on such amount. The Non-Defaulting Owner shall have a lien upon the Defaulting Owner's right, title, and interest in and to any portion of the Defaulting Owner's Tract to secure payment of all amounts due to the Non-Defaulting Owner under this subsection. The Non-Defaulting Owner shall have the right, but not the obligation, to record its lien, but at all times its lien pursuant to this subsection shall be subject and subordinate to (a) the lien of any mortgage or deed of trust held by any institutional lender, or any extension, renewal, modification or refinancing thereof, on the Defaulting Owner's Tract; (b) the leasehold estate created by any lease of all or any part of the Defaulting Owner's Tract; (c) any other lien of record against the Defaulting Owner's Tract as of the date that the Non-Defaulting Owner's lien is recorded. The Defaulting Owner shall execute such instruments and documents as the Non-Defaulting Owner may reasonably request to permit the recordation of such lien. The Defaulting Owner hereby irrevocably designates the Non-Defaulting Owner as the Defaulting Owner's attorney-in-fact for the purpose of recording its lien pursuant to this subsection. The Non-Defaulting Owner shall have the right to foreclose such lien in the manner provided by law.

- 4.4 **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Declaration shall (a) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Facility; however, such limitation shall not affect in any manner any other rights or remedies which an Owner may have under this Declaration by reason of any such breach.

5. **Notices**

All notices given under this Declaration shall be in writing and shall be sent postage prepaid by either (a) United States certified mail, return receipt requested, or (b) for delivery on the

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next business day with a nationally-recognized express courier. All such notices shall be sent to the following addresses, until such addresses are changed by 30 days' notice:

To SUPERVALU: SUPERVALU INC.
Attn: Legal Department
11840 Valley View Road
Eden Prairie, MN 55344-3691

Notices shall be deemed given as of the date such notice is postmarked, if sent by certified mail, or is placed with an express courier, if sent by express courier. If the last day for giving any notice or taking any action required or permitted under this Declaration would otherwise fall on a Saturday, Sunday, or legal holiday, that last day shall be postponed until the next legal business day.

6. Miscellaneous

- 6.1 Estoppel. Each Owner shall, within 30 days after written request from another Owner (but not more often than twice in any 12 month period), execute and deliver to the requesting party an estoppel letter certifying whether or not any other Owner is delinquent in any payments required to be made to the certifying Owner pursuant to this Declaration.
- 6.2 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so in this Declaration or by separate written instrument signed by the Owner to be charged.
- 6.3 Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Facility, or of any Tract, or of any portion of the Facility or any Tract, to the general public or for any public use or purpose whatsoever.
- 6.4 Entire Agreement: Enforceability. This Declaration, including any Recitals and any attached Exhibits, all of which are made a part of this Declaration, contains the entire agreement of the Owners concerning this subject matter. This Declaration should be read carefully because only those terms in writing in this Declaration are enforceable. No other terms or oral promises which are not in this Declaration may be legally enforced, and no promises, projections, inducements or representations made before the Execution Date will change the terms of this Declaration or be binding on any Owner. No promises or other terms shall be implied in this Declaration.
- 6.5 Amendments. This Declaration may only be amended by a written agreement signed by all of the then current Owners. Any such amendment shall be effective only when recorded in the county and state where the Facility is located. No consent to the amendment of this Declaration shall ever be required of any Occupant or Person other than the Owners, nor shall any Occupant or Person other than the Owners have any right to enforce any of the provisions of this Declaration.

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- 6.6 Binding Effect: No Third Owner Beneficiaries. This Declaration shall both bind and benefit the parties to this Declaration and their respective heirs, personal representatives, successors and assigns who become Owners. The Owners do not intend that there be any third party or other beneficiaries of this Declaration. The easements, covenants, agreements, conditions, terms, obligations, limitations and undertakings in this Declaration shall be construed as covenants running with the land. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the Facility.
- 6.7 Waivers: Consents. An Owner shall not be deemed to have made a waiver, consent or approval under this Declaration unless it does so in writing, and the mere failure of an Owner to act to enforce any provision of this Declaration shall not be considered a waiver, consent or approval and shall not prevent that Owner from enforcing any provision of this Declaration in the future. Any waiver, consent or approval under this Declaration shall apply only to the matter expressly waived, consented to or approved, and shall not be deemed to be a waiver, consent or approval of any subsequent breach or of any other provision of this Declaration.
- 6.8 Time of the Essence. Time is of the essence with respect to all matters provided in this Declaration.
- 6.9 Severability. The invalidity or unenforceability of one provision of this Declaration will not affect the validity or enforceability of the other provisions.
- 6.10 Captions. The section numbers and captions are inserted only as a matter of convenience, and do not in any way define, limit, or describe the scope or intent of this Declaration. Any references in this Declaration to a Section or subsection shall refer to such Section or subsection of this Declaration, unless expressly provided otherwise.
- 6.11 Interpretation of "including" and "day". Wherever the word "including" is used in this Declaration, or in any recital or exhibit to this Declaration, it shall mean "including without limitation." Wherever the word "day[s]" is used in this Declaration, or in any recital or exhibit to this Declaration, and the word "business" does not appear immediately before such word, such word shall mean "calendar day[s]."

SUPERVALU has signed this Declaration below as of the Execution Date.

SUPERVALU HOLDINGS, INC.

319
By:

Its:

Stephen P. Kilguff
Vice President

ACKNOWLEDGMENT

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STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on April 4th, 1997, by
Stephen P. Kileriff, the Vice President of
SUPERVALU Holdings, Inc., who acknowledged the execution of the foregoing instrument to be
the voluntary act and deed of said corporation by authority of its Board of Directors.

Kimberly J. Wier
Notary Public

My Commission Expires:

5858

EXHIBIT A

TRACT A LEGAL DESCRIPTION

Albuquerque, NM

Parcel I

Tract "A", as the same is shown and designated on the Summary Plat of Tract "A" of LANDS OF ASSOCIATED GROCERS, INC., said plat having been filed in the office of Bernalillo County, New Mexico on April 22, 1981 in Volume 818, Folio 173.

EXHIBIT B

5859

TRACT B LEGAL DESCRIPTION

Albuquerque, NM

PARCEL II:

A certain tract of land situate within Bernalillo County, New Mexico, being a portion of Tracts 52-b and 50-d, as the same are designated on the Middle Rio Grande Conservancy District Survey Property Map No. 32, and being more particularly described by metes and bounds survey description as follows: BEGINNING at the Southwest corner of the herein described tract of land, being a point on the Northerly Right-of-Way line of Montano Road N.W. and being also a point common to an angle point on the Southerly boundary line of Tract "A" as the same is shown and designated on the Summary Plat of TRACT A OF LAND OF ASSOCIATED GROCERS, INCORPORATED, said plat filed in the Office of the County Clerk of Bernalillo County, New Mexico, on April 22, 1981, in Volume B18, folio 173, whence the Southwest corner of said Tract "A" bears N82°57'25"W, a distance of 385.63 feet, and from said beginning point, an ACS brass cap stamped "NM-47-9" having New Mexico State Plane Coordinates, Central Zone values X = 384,597.97, Y = 1,505,845.85, bears N78°42'59"W, a distance of 397.94 feet; Thence, N07°08'38"E, along the Westerly boundary line of the herein described tract of land, a distance of 147.08 feet to an angle point; Thence, S82°51'26"E, a distance of 64.00 feet to an angle point; Thence, N07°08'34"E, a distance of 72.00 feet to the Northwest corner of the herein described tract of land; Thence, S82°51'26"E, along the Northerly boundary line of the herein described tract of land, a distance of 286.00 feet to the Northeast corner of the herein described tract of land; Thence, S07°08'34"W, along the Easterly boundary line of the herein described tract of land, a distance of 239.50 feet to the Southeast corner of the herein described tract of land, being a point on said Right-of-Way line of Montano Road N.W., being also an angle point in the Southerly boundary line of said Tract "A", whence the Southeast corner of said Tract "A" bears S73°11'52"E, a distance of 659.04 feet; Thence, N73°11'52"W, along the Southerly boundary line of the herein described tract of land, and said Right-of-Way line of Montano Road N.W., a distance of 7.91 feet to a point of curvature; Thence, Northwesterly, along said Right-of-Way line of Montano Road N.W., along a curve concave to the Southwest, having a delta of 9°45'33", a radius of 1,351.88 feet and an arc length of 231.87 feet, subtended by a chord of N78°04'34"W a distance of 231.69 feet, to point of tangency; Thence, N82°57'25"W, continuing along the Southerly boundary line of the herein described tract of land and along said Right-of-Way line, a distance of 111.32 feet to the point of beginning and containing 73,628 square feet = 1.6903 acres, more or less.

EXHIBIT C

5860

TRACT C LEGAL DESCRIPTION

Albuquerque, NM

PARCEL III

A parcel of land being the Northerly seventy-two feet (72') of the Westerly sixty-four feet (64') of the Montano Pump Station and Reservoir Site, comprising portions of Tracts 50-d and 52-b, N.R.G.C.D. Property Map No. 32 in Section 33, T11N, R3E, N.M.P.M., Bernalillo County, New Mexico and more particularly described as follows:

Commencing at the Point of Beginning; said point being the Southwest corner of said Parcel III; whence, an ACS brass cap stamped "NM 47-8" having New Mexico State Plane Coordinates, Central Zone values X = 384,597.97, Y = -1,505,845.86, bears S80°32'32"W, a distance of 414.17 feet; thence North 07°08'34" East, a distance of 72.00 feet; thence South 82°51'26" East, a distance of 64.00 feet; thence South 07°08'34" West, a distance of 72.00 feet; thence North 82°51'26" West, a distance of 64.00 feet to the Point of Beginning, Containing 4805 square feet equals 0.1058 ACRES, more or less.

EXHIBIT D

5861

SITE PLAN

Albuquerque, NM

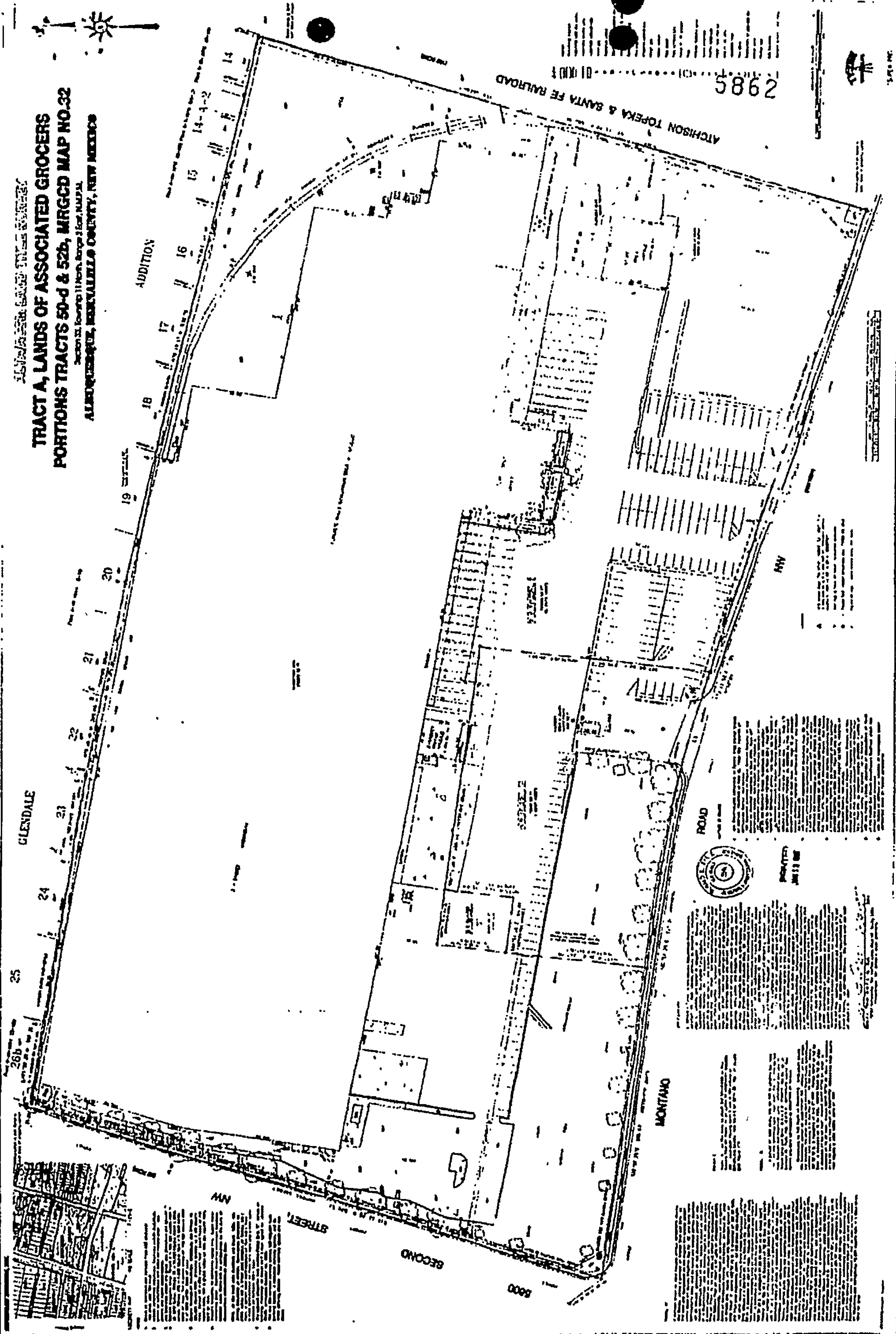
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

TRACT A, LANDS OF ASSOCIATED GROCERS

PORTIONS TRACTS 50-d & 52b, MRGCD MAP NO. 32

SECTION 24, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M.

ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO



5862

ATCHISON TOPEKA & SANTA FE RAILROAD

GLENDALE

25

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ADDITION

ROAD

MONTANA

SECOND

8000



PROPERTY

APR 22 1911

FNT Inq, Aragon
F7002085052

Doc #2011122211 eRecorded
After Recording Return To: 12/30/2011 04:09:00 PM Page 1 of 7
SPWD Rec Fee: \$25.00 M. Toulouse Oliver, Bernalillo County
L. Dale Ward
Hinkle Law Firm LLC
8621 East 21st Street North, Suite 200
Wichita, Kansas 67206

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 18th day of November, 2011, by Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated, Ross G. Tidemann, an individual, and Nestor R. Weigand, Jr., a single man (collectively, "Grantors") and the City of Albuquerque, New Mexico, a municipal corporation ("Grantee").

WITNESSETH, that Grantors, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, do by these presents CONVEY unto Grantee, and to Grantee's successors and assigns, that certain parcel of real estate situated in Bernalillo County, New Mexico and legally described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements and appurtenances thereto (collectively, the "Property"), subject only to the permitted exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, forever. And Grantors, for themselves, their successors and assigns, do hereby covenant that they are lawfully seized of said Property in fee simple, subject, however, to the matters set forth on Exhibit "B", and do hereby agree to warrant and forever defend all and singular the Property unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantors, but not otherwise.


SPOUSAL CONSENT

Consented to this 18th day of November 2011, by Karma G. Tidemann, spouse of Ross G. Tidemann.



Karma G. Tidemann, spouse of Ross G. Tidemann

IN WITNESS WHEREOF, Grantors have hereunto caused this Special Warranty Deed to be executed as of the day and year first above written.

Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated


Herbert L. Krumsick, Trustee


Ross G. Tidemann


Nestor R. Weigand, Jr.

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 18 day of November, 2011, by Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated, who is personally known to me to be the same person who executed the foregoing Special Warranty Deed, and duly acknowledged the execution of the same.

Cynthia A. Diffenbaugh
Notary Public

Cynthia A. Diffenbaugh
Printed Name

My appointment expires: 8-12-13



STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 18 day of November, 2011, by Ross G. Tidemann, who is personally known to me to be the same person who executed the foregoing Special Warranty Deed, and duly acknowledged the execution of the same.

Cynthia A. Diffenbaugh
Notary Public

Cynthia A. Diffenbaugh
Printed Name

My appointment expires: 8-12-13



That portion of Tract "A" of LAND OF ASSOCIATED GROCERS (as said tract is shown and designated on said plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 22, 1981 in Volume B18, Folio 173) over which a permanent easement was previously granted to the City of Albuquerque as filed for record in the Office of the County Clerk of Bernalillo County, New Mexico, on April 7, 1997 recorded as Document 97034882, Book 97-9, Pages 5863-5864, as follows:

A tract of land, being a portion of Tract "A" as the same is shown and designated on the Summary Plat of Tract "A" of LANDS OF ASSOCIATED GROCERS, INC., said plat having been filed in the office of the County Clerk of Bernalillo County, New Mexico on April 22, 1981 in Volume B18, Folio 173, being more particularly described by metes and bounds as follows;

Commencing at the Point of Beginning, said point being a point on the Southerly boundary Line of said Tract A, whence the Southwest corner of said Tract A bears N 82 deg. 57' 27" W a distance of 31.00 feet; whence, Albuquerque City Survey Station "NM 47-8", having New Mexico State Plane Coordinates, Central Zone, 1927 values of Y = 1,505,845.88 feet and X = 384,597.97 feet, bears N 39 deg. 39' 12" W a distance of 42.90 feet, thence from said beginning of Right curve from which the radius point bears North 07 deg. 02' 33" East, westerly, northwesterly and northerly a distance of 44.61 feet along the curve concave to the northeast, having a radius of 25.00 feet and a central angle of 102 deg. 13' 53" to a point of cusp; thence South 19 deg. 16' 26" West, a distance of 31.00 feet; thence South 82 deg. 57' 27" East, a distance of 31.00 feet to the Point of Beginning

AND

A certain parcel of land identified as permanent right of way situate within projected Section Thirty Three, Township 11 North, Range 3 East of the NMPM, in the City of Albuquerque, County of Bernalillo, New Mexico, said parcel further described as being a part of that certain Tract A in the Summary Plat of TRACT A, LANDS OF ASSOCIATED GROCERS, INCORPORATED, filed for record in the Office of the Bernalillo County Recorder April 22, 1981 as shown in Volume B18, Folio 173, and also within a portion of Tract 52B3 as shown on MRGCD Map 32, said parcel being more particularly described by metes and bounds as follows:

Beginning at a Northwesterly corner of said parcel herein described, being on the present (2011) Easterly right of way line of 2nd Street N.W., whence the Northwest corner of Tract 50D3 of M.R.G.C.D. Map 32 marked by a magnetic nail with a washer "LS 3516" found in place bears N. 73° 06' 31" E, 384.88 feet distant; thence

S. 70° 37' 50" E, along the North line of said parcel herein described a distance of 3.65 feet to a point; thence

S 23° 39' 16" E, a distance of 49.57 feet to a fence corner, and following a chain link fence for the next 14 courses; thence

S. 58° 15' 15" E, a distance of 19.93 feet to a fence corner; thence

S. 82° 46' 28" E, a distance of 412.49 feet to a point; thence

S. 81° 59' 01" E, a distance of 9.97 feet; thence

S. 80° 11' 24" E, a distance of 101.60 feet to a point on a curve to the right; thence

99.24 feet along the arc of said curve having a Radius of 1,962.00 feet, a Central Angle of 02° 53' 53" being subtended by a Chord of 99.23 feet which bears S. 74° 37' 30" E; thence

S. 72° 23' 51" E, a distance of 55.29 feet; thence

S. 71° 43' 17" E, a distance of 24.36 feet; thence

S. 70° 02' 35" E, a distance of 20.48 feet; thence

S. 69° 14' 58" E, a distance of 44.37 feet; thence

S. 71° 05' 28" E, a distance of 25.61 feet; thence

S. 71° 37' 06" E, a distance of 20.39 feet; thence

N. 59° 56' 37" E, a distance of 8.39 feet; thence

S. 33° 18' 16" E, a distance of 7.55 feet to a point on the present (2011) Northerly right of way line on Montano Road N.W.; thence continuing along said Northerly right of way line the next three (3) courses:

N. 73° 11' 07" W, a distance of 174.02 feet to a point on a curve to the left; thence

221.48 feet along the arc of said curve having a Radius of 1,469.85 feet, a Central Angle of 08° 38' 00" being subtended by a Chord of 221.27 feet which bears N. 77° 43' 03" W.; thence

N. 83° 03' 54" W, a distance of 456.66 feet and leaving said present (2011) Northerly right of way line and a point on a curve to the right; thence

44.61 along the arc of said curve having a Radius of 25.00 feet, a Central Angle of 102° 13' 49" being subtended by a Chord of 38.92 feet which bears N. 31° 50' 31" W to a point on the present (2011) Easterly right of way line of 2nd Street N.W.; thence

N. 19° 27' 05" E, along said present (2011) Easterly right of way line a distance of 38.02 feet to the Northwest corner of said parcel herein described and to the Point and Place of Beginning.

Exhibit "B"
Permitted Exceptions

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2011, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof,

Recorded: Instrument No. Book 80 Page 353 of Official Records.

10. Easements, covenants and other matters shown on the recorded map of said subdivision.

Reference is made to said map for full particulars.

being amended by document numbers 97030806 and 97028354, records of Bernalillo County, New Mexico.

11. Easement(s) and rights incidental thereto granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company,

Recorded: D701 Page 177, records of Bernalillo County, New Mexico.

12. Easement(s) and rights incidental thereto granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company,

Recorded: D813 Page 505, records of Bernalillo County, New Mexico.

13. Easement(s) and rights incidental thereto granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company,

Recorded: Book Misc. 311, page 478, records of Bernalillo County, New Mexico.

amended by document number 81-55164, records of Bernalillo County, New Mexico.
14. Easement for ingress and egress as contained in that certain document recorded in Book D701, page 167 and in Book D159A, page 480, records of Bernalillo County, New Mexico.
15. Easement(s) and rights incidental thereto granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company,

Recorded: Misc. 337A, Page 696, records of Bernalillo County, New Mexico.
16. Any rights, liens, claims or equities, if any, in favor of Middle Rio Grande Conservancy District.
17. Permanent Easement Agreement by and between Supervalu Holdings, Inc., a Missouri Corporation and the City of Albuquerque filed April 7, 1997 in Book 97-9, page 5863, as document number 97034882, records of Bernalillo County, New Mexico.
18. Declaration of Reciprocal Easement filed April 7, 1997 in Book 97-9, page 5849, as document number 97034881, records of Bernalillo County, New Mexico.
19. Any possible assessments for paving or sewer and water extensions which are or might be a lien by law, but have not yet been recorded.
20. In compliance with Subsection D of 13.14.18.10 NMAC, the Company hereby waives its right to demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Rules of the American Arbitration Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and the insured.

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2

EASEMENT

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THIS INDENTURE, made this 4th day of April 1963, by and between Lida Sloan and Ruth F. Richardson, his wife, parties of the first part, and PUBLIC SERVICE COMPANY OF NEW MEXICO, Albuquerque, New Mexico, party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give and grant unto the said party of the second part an absolute easement to build, construct, operate and maintain a power transmission line, over and across the lands hereinafter described, and to erect all necessary poles, guy wires and other equipment and fixtures necessary to maintain the said power line across said lands at or near the points hereinafter designated, as the course of said power line across said lands; together with rights and privileges of going upon, over and across said lands for the purpose of maintaining said line; said lands being situate

in the County of Bernalillo, State of New Mexico, and more particularly described as follows:

An easement within Tract 52-b, Section 33, T.11N., R.3E., N.M.P.M., Bernalillo County, New Mexico as shown on M.R.G.C.D. Property Map, No. 32 and more particularly described as follows:

An easement five (5) feet in width, lying parallel with and adjoining the Northerly boundary of said Tract 52-b, being the Northerly five (5) feet of the westerly 332.42 feet of Tract 52-b.

State of New Mexico
County of Bernalillo
This instrument was recorded at
9:55 JUL 12 1963
At _____ o'clock in _____
of records of said County, to-wit:
[Signature] Clerk & Recorder
[Signature] 7-12-63

IN WITNESS WHEREOF, the said parties of the first part have hereto set their hands and seals the day and year first above written.

Lida Sloan
Mrs Ruth F. Richardson

STATE OF NEW MEXICO

COUNTY OF _____

On this 8th day of July 1963, before me, a Notary Public

within and for said County and State, personally appeared Lida Sloan and Ruth F. Richardson, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal the day and year in this certificate written.

My commission expires December 8, 1963 Donald J. Holt Notary Public.

47555

2

EASEMENT

177

THIS INDENTURE, made this 4th day of April 1963, by and between Lida Sloan and Ruth F. Richardson, his wife, parties of the first part, and PUBLIC SERVICE COMPANY OF NEW MEXICO, Albuquerque, New Mexico, party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give and grant unto the said party of the second part an absolute easement to build, construct, operate and maintain a power transmission line, over and across the lands hereinafter described, and to erect all necessary poles, guy wires and other equipment and fixtures necessary to maintain the said power line across said lands at or near the points hereinafter designated, as the course of said power line across said lands; together with rights and privileges of going upon, over and across said lands for the purpose of maintaining said line; said lands being situate

in the County of Bernalillo State of New Mexico, and more particularly described as follows:

An easement within Tract 52-b, Section 33, T.11N., R.3E., N.M.P.M., Bernalillo County, New Mexico as shown on M.R.G.C.D. Property Map, No. 32 and more particularly described as follows:

An easement five (5) feet in width, lying parallel with and adjoining the Northerly boundary of said Tract 52-b, being the Northerly five (5) feet of the Westerly 332.42 feet of Tract 52-b.

State of New Mexico
County of Bernalillo
This instrument was recorded
9:55 JUL 12 1963
M. o'clock
of records of said County
Faye G... Clerk & Recorder
7-12-63

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Lida Sloan
Mrs. Ruth F. Richardson

STATE OF NEW MEXICO
COUNTY OF _____

(In this 8th day of July 63, before me, a Notary Public within and for said County and State, personally appeared Lida Sloan and Ruth F. Richardson, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate written.

Donald J. Holt
Notary Public
My commission expires December 8, 1963

Return to City of Albany
P.O. Box 1293

50091

UNDERGROUND EASEMENT

30th, day of April 1973

478

THIS INDENTURE, made between
CITY OF ALBUQUERQUE A MUNICIPAL CORPORATION

his wife, parties of the first part, and PUBLIC SERVICE COMPANY OF NEW MEXICO, THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, parties of the second part, their successors and assigns

3

WITNESSETH

That the said parties of the first part for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give, bargain, sell and convey unto the said party of the second part an easement to build, construct, operate and maintain under and through the lands hereinafter described, and to install, maintain, operate and use electric power transmission and communications lines, under and through the lands hereinafter described, and to install, maintain, operate and use necessary conduits, wires and other equipment and fixtures necessary to maintain the said power and communications lines through and on the surface of said lands at or near the points hereinafter designated, as the course of said underground power and communications lines under and through said lands; together with free ingress and egress in, from, and over said easement with rights and privileges of going upon, over and across said lands for the purpose of maintaining said lines; said lands are situated in the County of Bernalillo, State of New Mexico, and more particularly described as follows:

An easement within LANDS OF THE CITY OF ALBUQUERQUE, being the proposed site of the MONTANO PUMP STATION AND RESERVOIR, a 1.865 acre tract of land described by metes and bounds in the Warranty Deed filed for record in the office of the County Clerk, Bernalillo County, City of Albuquerque, New Mexico, in Deed Book 632, Page 506, on March 2, 1962. Excepting therefrom the site of Public Service Company of New Mexico Substation MONTANO SUBSTATION, a 0.106 acre parcel of land being the Northerly seventy-two (72) feet of the Westerly sixty-four (64) feet of the above described 1.865 acre tract of land and described in the Quitclaim Deed filed in Deed Book 701, Page 167, on July 12, 1963, and that portion of said tract of land required for the widening of Montano Road N. W., being the Southerly 74.44 feet of said tract. Said easement situate within the Southeast 1/4 of Section 33, T.11N., R.3E., N.M.P.M., and being more particularly described as follows:

An UNDERGROUND easement seven (7) feet in width being the Westerly seven (7) feet of the Southerly 153.56 feet of the remainder of the above described 1.865 acre tract of land, all as shown on Public Service Company of New Mexico's Drawing Number A-2345-E.

Said underground easement extending from the Southerly boundary line of Public Service Company's Substation as described above to the Northerly boundary line of Montano Road N. W.

APPROVED AS TO DESCRIPTION

Date 4/26/73
V.M. Kimmick, City Engineer
V. M. KIMMICK CITY ENGINEER

Parties of the first part shall have the right to use the above described real estate for any purpose not inconsistent with the rights hereby granted provided that parties of the first part shall not erect or construct any building, structure, or other structure thereon, nor drill or operate any well thereon.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS my hand and seal this 30th day of April 1973

ATTEST: [Signature] (SEAL) CITY OF ALBUQUERQUE MUNICIPAL CORPORATION (SEAL)
[Signature] (SEAL) Nancy D Koch (SEAL) Vice-Chairman of the City Commission

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF

The foregoing instrument was acknowledged before me this

19

My commission expires: (Seal)

FOR RECORDER'S USE ONLY
State of New Mexico } SS
County of Bernalillo }
This instrument was filed for record on
3:31 MAY 7 1973
at 3:31 o'clock p.m. Recorded in Vol. 511
of records of said County Folio 478
..... Clerk & Recorder
..... Deputy Clerk

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF

The foregoing instrument was acknowledged before me this

day of

19

by [Signature] (Name of Officer)

(Title of Officer) of [Name of Corporation] (Name of Corporation Acknowledging)

My commission expires:

(Seal)

Notary Public

3

Return
TO
PNM

PUBLIC SERVICE COMPANY OF NEW MEXICO

WAIVER AND RELEASE OF EASEMENT

PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, does hereby release, waive, quitclaim and discharge its right, title and interest to the present owner or owners, as their interests may appear in the property described below. The interest of Public Service Company of New Mexico in such property was created by that certain Easement or Grant of Right of Way recorded in Bernalillo County, in Misc. Book 311, page(s) 478, and as to all property affected by such Easement or Grant of Right of Way which is not specifically described herein, the right, title and interest of Public Service Company of New Mexico shall not be affected by this release.

The said property being released is described as lying and being in Bernalillo County, and described more fully as:

An easement within a 1.865 acre tract of land designated as MONTANO PUMP STATION AND RESERVOIR and described by metes and bounds in the Warranty Deed filed for record in the office of the County Clerk, Bernalillo County in Deed Book 632, Page 506 on March 2, 1962. Said easement situate in Section 33, T.11N., R.3E., N.M.P.M., Bernalillo County, New Mexico and filed for record in the office of the County Clerk, Bernalillo County, on May 7, 1973. Said easement being more particularly described as follows:

An underground easement seven (7) feet in width being the Westerly seven (7) feet of the Southerly 153.56 feet of the above described 1.865 acre tract of land. Said easement is shown on PNM Drawing No. A-2345-E.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 12th day of October, 1981.

ATTEST:

PUBLIC SERVICE COMPANY OF NEW MEXICO

Asst. B. B. Lopez
SECRETARY

J. T. Ackerman
VICE PRESIDENT

D. H.
D.H.

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 12th day of October, 1981, by J. T. Ackerman, Vice President of Public Service Company of New Mexico, a New Mexico corporation, on behalf of said corporation.

My commission expires:

RECORDED
COUNTY OF BERNALILLO
FILED FOR RECORD

OCT 19 11 02 AM '81
35
TERRY C. CULP
COUNTY CLERK & RECORDER
DEPUTY



Nancy W. Cates
PUBLIC NOTARY
NANCY W. CATES
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 4/18/85

State of New Mexico }
County of Bernalillo } SS
This instrument was filed for record on

33 APR 22 1981

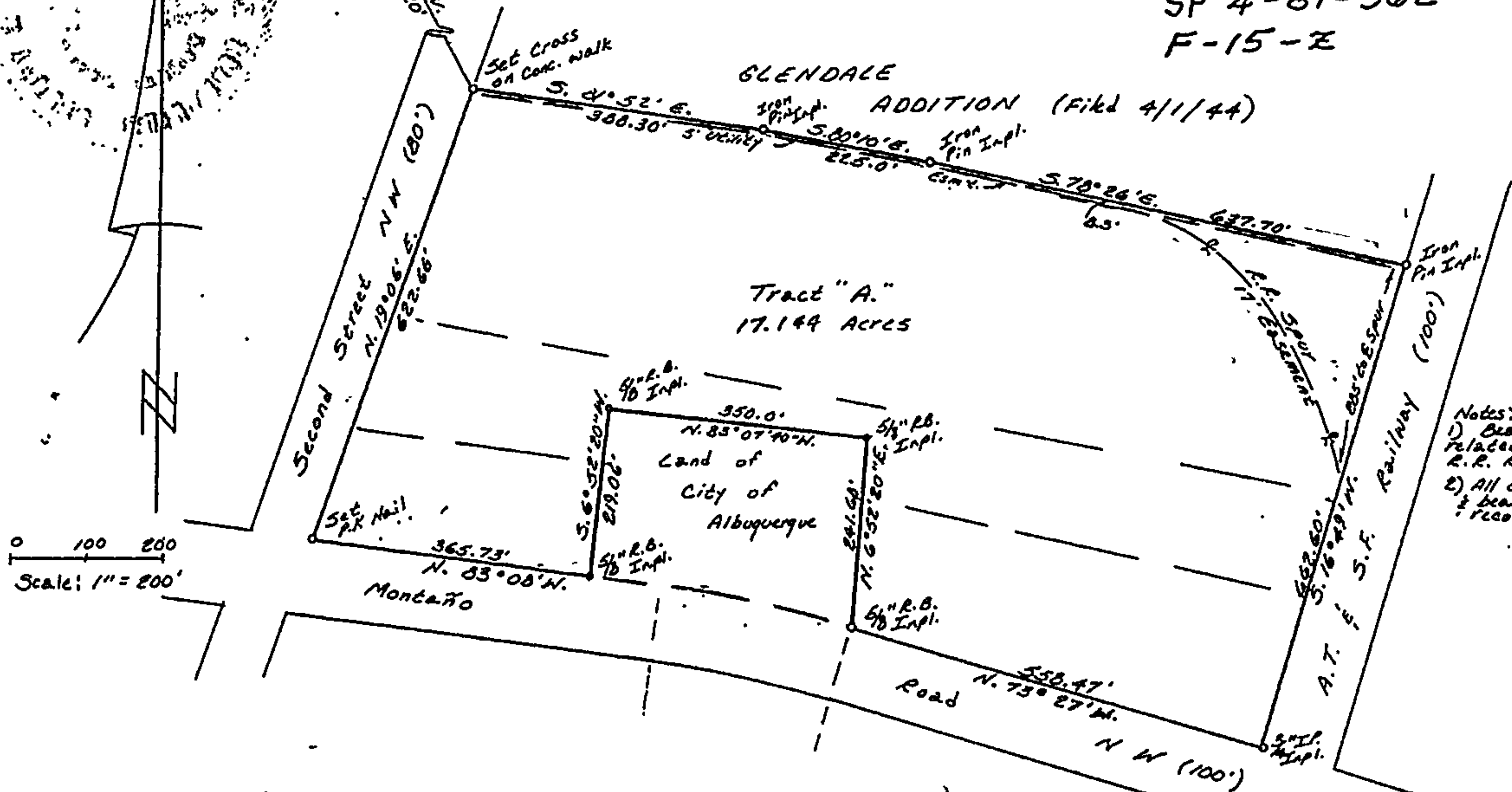
At a public hearing held in Vol. 173
of records of said County on
April 22, 1981
James B. Culp, Clerk & Recorder
Deputy Clerk

SUMMARY PLAT OF TRACT A LAND OF
ASSOCIATED GROCERS, INCORPORATED

Albuquerque, New Mexico
Comprising Tracts 50-c, 50-d-1 and a portion of 52-b
Middle Rio Grande Conservancy District
Property Map No. 32

Survey and Plat by ELDER COMPANY
Job No. 770 April, 1981 AFS

SP 4-81-362
F-15-Z



The above and foregoing Plat of that certain tract of land
in Albuquerque, Bernalillo County, New Mexico, comprising Tracts 50-c, 50-d-1,
and a portion of 52-b as shown on Middle Rio Grande Conservancy District
Property Map No. 32, more particularly described by survey of Elder Company in
October, 1965, based on survey of C. B. Beyer Engineering in October, 1965, as
follows: BEGINNING at the Northwest corner, a point on the easterly line of
Second Street Northwest whence the Northwest Corner of Section 33, Township 11
North, Range 3 East, NMPM, bears N. 28°33'W., 2218.20 feet distant; Running from
said beginning-point S. 81°52'E., leaving said Second Street NW, 388.30 feet;
Thence S. 80°10'E., 225.00 feet; Thence S. 78°26'E., 637.70 feet to the Northeast
corner, a point on the Westerly Right-of-Way line of the A. T. & S. F. Railway;
Thence S. 16°40'W., along said Right-of-Way line, 662.60 feet to the Southeast
corner, the intersection of said line with the Northerly line of Montano Road NW;
Thence Westerly, along said Road line as follows: N. 73°27'W., 558.47 feet; Thence
W. 69°52'20\"/>

APPROVED: 4/22/81 1981

Office of the Albuquerque City
Engineer
By Richard J. Smith

ASSOCIATED GROCERS, INCORPORATED, a Colorado Corporation

STATE OF COLORADO
COUNTY OF Glenn) ss.

By Rodney Jay Love President

The foregoing instrument was acknowledged before me on April 17, 1981,
RODNEY JAY LOVE, President of Associated Grocers of Colorado, Incorporated, on behalf of said Corporation.



My Commission Expires
June 20, 1983

Marlene Fieldstad
Notary Public

I, EDWARD ROSS ELDER, a duly qualified Land Surveyor licensed under the laws of the State of New Mexico,
hereby certify that this Plat was prepared from notes of an actual field survey performed under my direct-
ion and that it is true and correct to the best of my knowledge and belief.

Edward Ross Elder
New Mexico Registered Land Surveyor No. 4690



APPROVED:
4/22/81 DATE
City Of Albuquerque, Property Management Division

APPROVED:
22 April 1981 Date
City of Albuquerque, Planning Department

By O. Val Verde

By [Signature]
SP 81-116

PUBLIC SERVICE COMPANY OF NEW MEXICO
FOR ITS ELECTRIC AND GAS SERVICES DIVISIONS

3124

97028354 WAIVER AND RELEASE OF EASEMENT

PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), a New Mexico corporation, for its Electric and Gas Services Divisions, does hereby release, waive, quitclaim and discharge its right title and interest to the present owner or owners, as their interests may appear in the property described below.

As to all property covered by each Easement or Grant of Right of Way which is not specifically described herein, the right, title and interest of Public Service Company of New Mexico shall not be affected by this release.

The easement (or portion thereof) being released is described as follows: BERNALILLO County, New Mexico, and contains more or less than

PNM Proj. No. R-1787

An easement within Tract "A" of the SUMMARY PLAT OF TRACT A OF LAND OF ASSOCIATED GROCERS, INCORPORATED situate in Section 33, T.11 N., R. 3 E., N.M.P.M., Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County in Plat Book B18 page 173 on April 22, 1981 said easement being more particularly described as follows:

A five (5) feet wide utility easement being the north five (5) feet of said Tract "A".

SEE EXHIBIT "A" (Drawing of Easement being released)

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 11th day of March, 1997

PUBLIC SERVICE COMPANY OF NEW MEXICO

[Signature]
EVAN "BOB" ROBERTS, MANAGER

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on

MARCH 11th, 1997

By _____

BOB ROBERTS, MANAGER, RIGHT OF WAY DEPT.

FOR RECORDER'S USE ONLY

STATE OF NEW MEXICO



Public Service Company of New Mexico, a corporation, on behalf of
CHARLES T. BROWN
Notary Public - New Mexico
My commission expires 11/3/99
[Signature]
Notary Public

1997 MAR 23 11:21 AM
PMA
REFERENCE NUMBER
97-7-8124-8125
[Signature]

82 13864

480

QUITCLAIM DEED

Public Service Company of New Mexico

to Associated Grocers of Colorado, Inc. for consideration paid, quitclaim

whose address is 5151 Bannock Street, Denver, Colorado

the following described real estate in Bernalillo County, New Mexico:

A parcel of land being the Northerly seventy-two (72') feet of the Westerly sixty-four (64') feet of the Montano Pump Station and Reservoir Site, owned by The City of Albuquerque, New Mexico comprising portions of Tracts 50-d and 52-b, M.R.G.C.D., Property Map No. 32 and in Section 33, T11N, R3E, N.M.P.M., Bernalillo County, New Mexico and more particularly described as follows:

Beginning at the Southwest corner of the parcel herein described, being a point in the West boundary line of the Montano Pump Station and Reservoir Site, N.6°52'20"E., 228.00 feet from the Southwest corner of said Pump and Reservoir Site, whence the $\frac{1}{4}$ corner common to Sections 32 and 33, T11N, R3E, N.M.P.M., bears N. 80°27'28"W., 1158.27 feet distant; running thence, N.6°52'20"E., 72.0 feet to the Northwest corner; thence, S.83°07'40"E., 64.0 feet to the Northeast corner; thence, S.6°52'20"W., 72.0 feet to the Southeast corner; thence, N.83°07'40"W., 64.0 feet to the Southwest corner; and place of beginning. Containing 0.106 acres more or less.

Also an easement for ingress and egress to the above described site, over, upon and across the Montano Pump Station and Reservoir Site as the City may determine as to location within the site.

WITNESS OUR hand and seal this 26th day of October, 1981

Public Service Company of New Mexico (Seal)

J. Wilkins (Seal)
Jack Wilkins, Vice-President (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF _____ ss.
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 ss.
The foregoing instrument was acknowledged before me this 26th day of October, 1981,
by J. L. Wilkins (Name of Officer)
Vice-President of Public Service of New Mexico,
(Title of Officer) (Name of Corporation Acknowledging)
New Mexico corporation, on behalf of said corporation.
(State of Incorporation)

My commission expires: _____
OFFICIAL SEAL
DOUG HENDREN
NOTARY PUBLIC - NEW MEXICO
Notary Bond filed with Secretary of State
My Commission Expires 6-15-82

FOR RECORDER'S USE ONLY
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
MAR 16 3 19 PM '82
D 159-A PG 480
TENNY C. CULP
CO. CLERK & RECORDER
DEPUTY



THE VALLMANT CO.

PROJECT #

1010455

ARE
ARE
PIT

DECEMBER 2, 2015



Supplemental Form (SF)

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

- Annexation
- Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plans)
- Adoption of Rank 2 or 3 Plan or similar
- Text Amendment to Adopted Rank 1, 2 or 3 Plan(s), Zoning Code, or Subd. Regulations
- Street Name Change (Local & Collector)
- L A APPEAL / PROTEST of...**
 - Decision by: DRB, EPC, LUCC, Planning Director, ZEO, ZHE, Board of Appeals, other

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 2nd 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): SURV-TEK, INC PHONE: 897-3366
 ADDRESS: 9384 VALLEY VIEW DR NW FAX: _____
 CITY: ALB STATE NM ZIP 87114 E-MAIL: RUSSHUGG@SURVTEK

APPLICANT: T. JOHNSON MANAGEMENT, LC PHONE: 831-3333
 ADDRESS: 7550 MERIDIAN PL NW FAX: _____
 CITY: ALB STATE NM ZIP 87121 E-MAIL: _____

Proprietary interest in site: AGENT List all owners: SEE ATTACHED LIST

DESCRIPTION OF REQUEST: SKETCH PLAT REVIEW

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. TRACT A, LANDS OF ASSOCIATED GROCERS
TRACTS 50-D-2, 50-D-3, 52-B-2 AND Block: 52-B-3 Unit: MAP 32
 Subdiv/Addn/ (BKA) TRACT A, MONTANO DISTRIBUTION CENTER
 Existing Zoning: M-1 Proposed zoning: SAME MRGCD Map No 32
 Zone Atlas page(s): F-15 UPC Code: SEE ATTACHED LIST

CASE HISTORY:

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

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? N/A
 No. of existing lots: 5 No. of proposed lots: 1 Total site area (acres): 17.9033
 LOCATION OF PROPERTY BY STREETS: On or Near: MONTANO ROAD NW
 Between: SECOND STREET NW and FIFTH NW

Check if project was previously reviewed by: Sketch Plat/Plan or Pre-application Review Team(PRT) Review Date: _____

SIGNATURE

(Print Name) Russ Hugg DATE 4.28.15
 Applicant: Agent:

FOR OFFICIAL USE ONLY

Revised: 4/2012

INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>15 DRB - 70178</u>	<u>SP</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 type="checkbox"/> Site is within 1000ft of a landfill	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. density bonus	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. fee rebate	_____	_____	_____	\$ _____
				Total
				\$ <u>0</u>

Hearing date May 6, 2015

4-28-15
 Staff signature & Date

Project # 1010455

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.

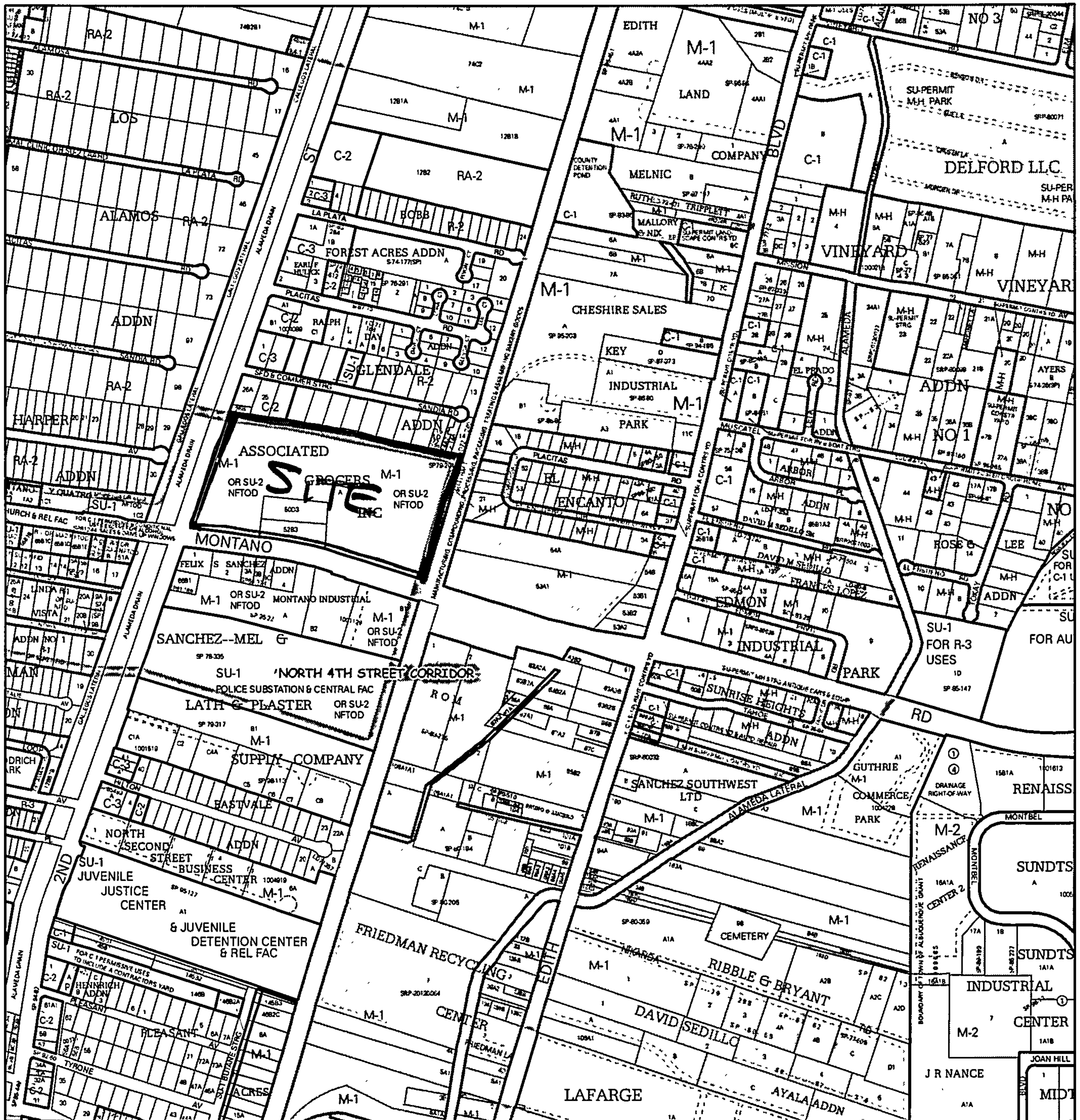
RUSSELL GGG
Applicant name (print)
[Signature] 4-28-15
Applicant signature / date



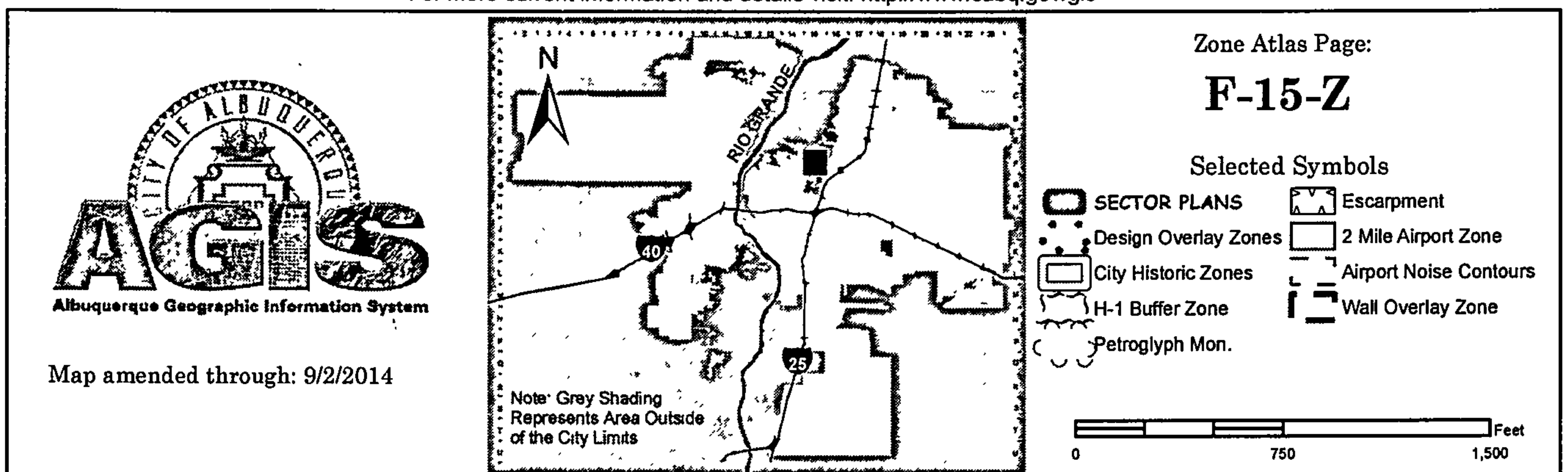
Form revised October 2007

- Checklists complete
 - Fees collected
 - Case #s assigned
 - Related #s listed
- Application case numbers
15 - DRB - 70178

[Signature] 4-28-15
Planner signature / date
Project # 1010455



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



OWNER(S)

Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated as to an undivided Forty-eight (48%) interest.

Ross G. Tidemann, Managing Member
As to an undivided Twenty-seven (27%) interest.

Nestor R. Weigand, Jr., a single man
As to an undivided Twenty-five (25%) interest.

UPC Numbers

Tract A	101506116530320215
Tract 52B3 ,Map 32	101506114327520202
Tract 50D3, Map 32	101506114328820206
Tract 50D2, Map 32	101506112429120207
Tract 52B2, Map 32	101506112428720205

SURV TEK, INC.

Consulting Surveyors

9384 Valley View Drive, NW Albuquerque, New Mexico 87114
Phone: 505-897-3366 Fax: 505-897-3377 E-mail: russhugg@survtek.com

April 27, 2015

Albuquerque Development Review Board
PO Box 1293
Albuquerque, New Mexico 87103

Attention: Mr. Jack Cloud, Chair

RE: Tract A, Lands of Associated Grocers, Inc. and Tracts 50-D-2, 50-D-3, 52-B-2 and 52-B-3, M.R.G.C.D. Map 32, City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas page F-15.

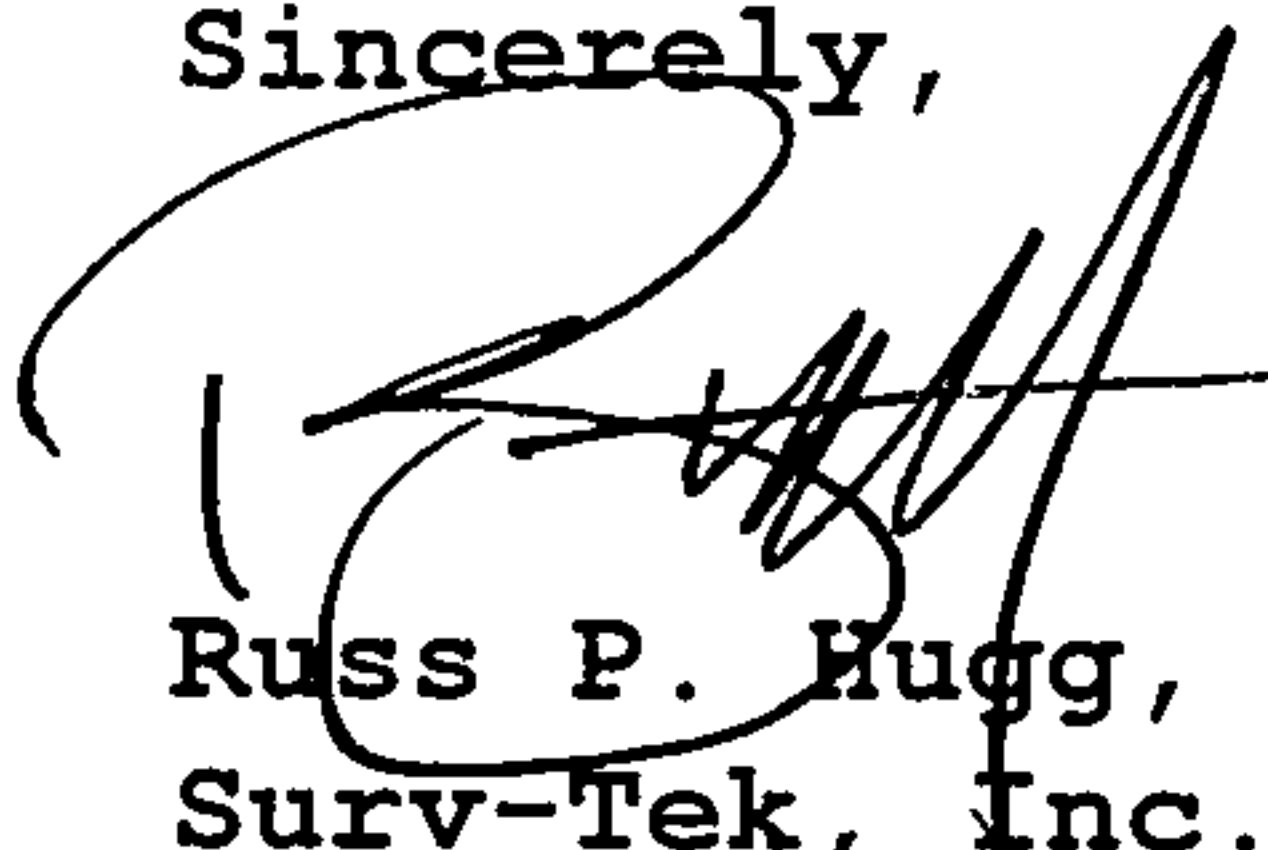
Dear Mr. Cloud

The owners of the above captioned property, Herbert L. Krumsick; Ross G. Tidemann and Nestor R. Weigand through their property management agent Terry Johnson are hereby filing application with the City of Albuquerque Development Review Board for a Minor Sketch Plat review as shown on the attached Sketch Plat.

The plat proposes to eliminate all existing interior tract lines and combine into one (1) tract; show various easements to be vacated and formally dedicate the additional right of way along Montano Road N.W. which was previously conveyed to the City of Albuquerque by deed conveyances.

If you have any questions concerning this request, please feel free to contact me at your convenience.

Sincerely,



Russ P. Hugg, PS
Surv-Tek, Inc.

FNT Judy Aragon
F7000085052

Doc #2011122211 eRecorded
After Recording Return To: 12/30/2011 04:09:00 PM Page 1 of 7
SPWD Rec Fee: \$25.00 M. Toulouse Oliver, Bernalillo County
L. Dale Ward
Hinkle Law Firm LLC
8621 East 21st Street North, Suite 200
Wichita, Kansas 67206

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 18th day of November, 2011, by **Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated, Ross G. Tidemann, an individual, and Nestor R. Weigand, Jr., a single man (collectively, "Grantors") and the City of Albuquerque, New Mexico, a municipal corporation ("Grantee")**.

WITNESSETH, that Grantors, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, do by these presents CONVEY unto Grantee, and to Grantee's successors and assigns, that certain parcel of real estate situated in Bernalillo County, New Mexico and legally described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements and appurtenances thereto (collectively, the "Property"), subject only to the permitted exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, forever. And Grantors, for themselves, their successors and assigns, do hereby covenant that they are lawfully seized of said Property in fee simple, subject, however, to the matters set forth on Exhibit "B", and do hereby agree to warrant and forever defend all and singular the Property unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantors, but not otherwise.

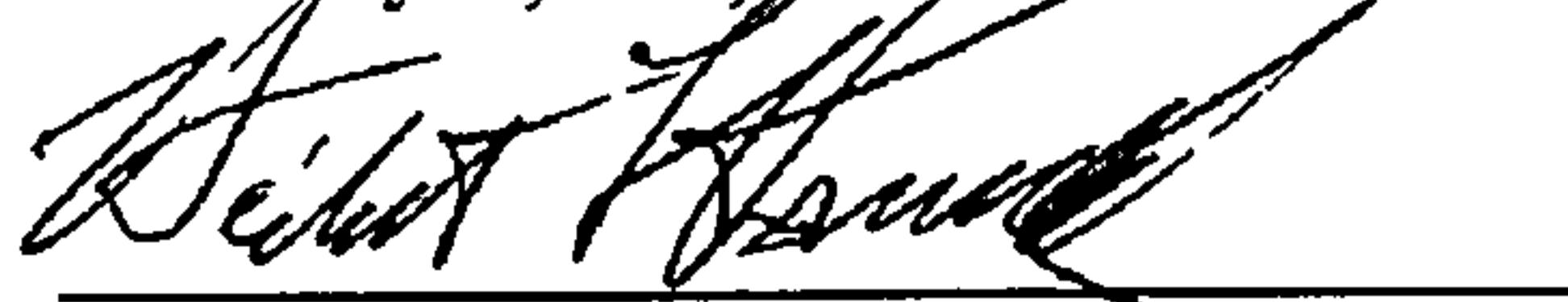
SPOUSAL CONSENT

Consented to this 18th day of November 2011, by Karma G. Tidemann, spouse of Ross G. Tidemann.

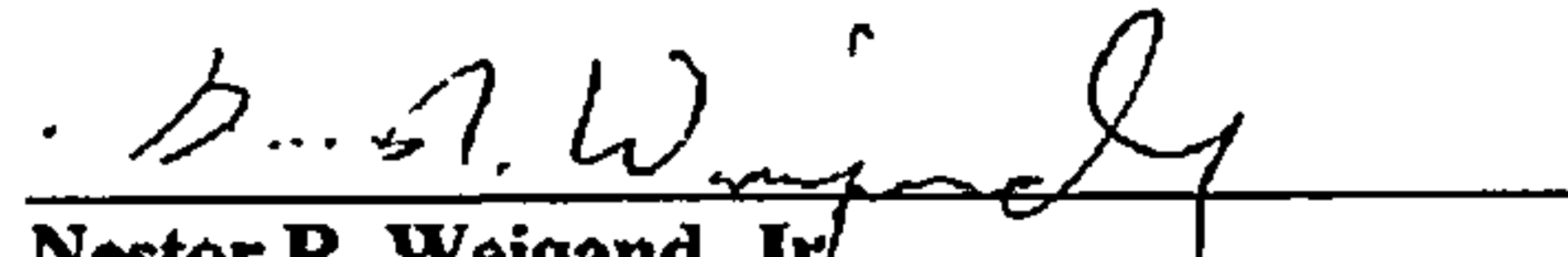

Karma G. Tidemann, spouse of Ross G. Tidemann

IN WITNESS WHEREOF, Grantors have hereunto caused this Special Warranty Deed to be executed as of the day and year first above written.

Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated


Herbert L. Krumsick, Trustee


Ross G. Tidemann


Nestor R. Weigand, Jr.

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 18 day of November, 2011, by Herbert L. Krumsick, Trustee of the Herbert L. Krumsick Revocable Trust under agreement dated July 10, 2002, as amended and restated, who is personally known to me to be the same person who executed the foregoing Special Warranty Deed, and duly acknowledged the execution of the same.

Cynthia A. Diffenbaugh
Notary Public

Cynthia A. Diffenbaugh
Printed Name

My appointment expires: 8-12-13



STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 18 day of November, 2011, by Ross G. Tidemann, who is personally known to me to be the same person who executed the foregoing Special Warranty Deed, and duly acknowledged the execution of the same.

Cynthia A. Diffenbaugh
Notary Public

Cynthia A. Diffenbaugh
Printed Name

My appointment expires: 8-12-13



That portion of Tract "A" of LAND OF ASSOCIATED GROCERS (as said tract is shown and designated on said plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on April 22, 1981 in Volume B18, Folio 173) over which a permanent easement was previously granted to the City of Albuquerque as filed for record in the Office of the County Clerk of Bernalillo County, New Mexico, on April 7, 1997 recorded as Document 97034882, Book 97-9, Pages 5863-5864, as follows:

A tract of land, being a portion of Tract "A" as the same is shown and designated on the Summary Plat of Tract "A" of LANDS OF ASSOCIATED GROCERS, INC., said plat having been filed in the office of the County Clerk of Bernalillo County, New Mexico on April 22, 1981 in Volume B18, Folio 173, being more particularly described by metes and bounds as follows;

Commencing at the Point of Beginning, said point being a point on the Southerly boundary Line of said Tract A, whence the Southwest corner of said Tract A bears N 82 deg. 57' 27" W a distance of 31.00 feet; whence, Albuquerque City Survey Station "NM 47-8", having New Mexico State Plane Coordinates, Central Zone, 1927 values of Y = 1,505,845.86 feet and X = 384,597.97 feet, bears N 39 deg. 39' 12" W a distance of 42.90 feet, thence from said beginning of Right curve from which the radius point bears North 07 deg. 02' 33" East, westerly, northwesterly and northerly a distance of 44.61 feet along the curve concave to the northeast, having a radius of 25.00 feet and a central angle of 102 deg. 13' 53" to a point of cusp; thence South 19 deg. 16' 26" West, a distance of 31.00 feet; thence South 82 deg. 57' 27" East, a distance of 31.00 feet to the Point of Beginning

AND

A certain parcel of land identified as permanent right of way situate within projected Section Thirty Three, Township 11 North, Range 3 East of the NMPM, in the City of Albuquerque, County of Bernalillo, New Mexico, said parcel further described as being a part of that certain Tract A in the Summary Plat of TRACT A, LANDS OF ASSOCIATED GROCERS, INCORPORATED, filed for record in the Office of the Bernalillo County Recorder April 22, 1981 as shown in Volume B18, Folio 173, and also within a portion of Tract 52B3 as shown on MRGCD Map 32, said parcel being more particularly described by metes and bounds as follows:

Beginning at a Northwesterly corner of said parcel herein described, being on the present (2011) Easterly right of way line of 2nd Street N.W., whence the Northwest corner of Tract 50D3 of M.R.G.C.D. Map 32 marked by a magnetic nail with a washer "LS 3516" found in place bears N. 73° 06' 31" E, 384.88 feet distant; thence

S. 70° 37' 50" E, along the North line of said parcel herein described a distance of 3.65 feet to a point; thence

S 23° 39' 16" E, a distance of 49.67 feet to a fence corner, and following a chain link fence for the next 14 courses; thence

S. 56° 15' 15" E, a distance of 19.93 feet to a fence corner; thence

S. 82° 46' 28" E, a distance of 412.49 feet to a point; thence

S. 81° 59' 01" E, a distance of 9.97 feet; thence

S. 80° 11' 24" E, a distance of 101.60 feet to a point on a curve to the right; thence

99.24 feet along the arc of said curve having a Radius of 1,962.00 feet, a Central Angle of 02° 53' 53" being subtended by a Chord of 99.23 feet which bears S. 74° 37' 30" E; thence

S. 72° 23' 51" E, a distance of 55.29 feet; thence

S. 71° 43' 17" E, a distance of 24.36 feet; thence

S. 70° 02' 35" E, a distance of 20.48 feet; thence

S. 69° 14' 56" E, a distance of 44.37 feet; thence

S. 71° 05' 28" E, a distance of 25.61 feet; thence

S. 71° 37' 06" E, a distance of 20.39 feet; thence

N. 59° 56' 37" E, a distance of 6.39 feet; thence

S. 33° 19' 16" E, a distance of 7.55 feet to a point on the present (2011) Northerly right of way line on Montano Road N.W.; thence continuing along said Northerly right of way line the next three (3) courses:

N. 73° 11' 07" W, a distance of 174.02 feet to a point on a curve to the left; thence

221.48 feet along the arc of said curve having a Radius of 1,469.85 feet, a Central Angle of 08° 38' 00" being subtended by a Chord of 221.27 feet which bears N. 77° 43' 03" W.; thence

N. 83° 03' 54" W, a distance of 456.66 feet and leaving said present (2011) Northerly right of way line and a point on a curve to the right; thence

44.61 along the arc of said curve having a Radius of 25.00 feet, a Central Angle of 102° 13' 49" being subtended by a Chord of 38.92 feet which bears N. 31° 50' 31" W to a point on the present (2011) Easterly right of way line of 2nd Street N.W.; thence

N. 19° 27' 05" E. along said present (2011) Easterly right of way line a distance of 36.02 feet to the Northwest corner of said parcel herein described and to the Point and Place of Beginning.

Exhibit "B"
Permitted Exceptions

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2011, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof,

Recorded: Instrument No. Book 80 Page 353 of Official Records.

10. Easements, covenants and other matters shown on the recorded map of said subdivision.

Reference is made to said map for full particulars.

being amended by document numbers 97030806 and 97028354, records of Bernalillo County, New Mexico.

11. Easement(s) and rights incidental thereto granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company,

Recorded: D701 Page 177, records of Bernalillo County, New Mexico.

12. Easement(s) and rights incidental thereto granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company,

Recorded: D813 Page 505, records of Bernalillo County, New Mexico.

13. Easement(s) and rights incidental thereto granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company,

Recorded: Book Misc. 311, page 478, records of Bernalillo County, New Mexico.

amended by document number 81-55164, records of Bernalillo County, New Mexico.
14. Easement for ingress and egress as contained in that certain document recorded in Book D701, page 167 and in Book D159A, page 480, records of Bernalillo County, New Mexico.
15. Easement(s) and rights incidental thereto granted to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company,

Recorded: Misc. 337A, Page 696, records of Bernalillo County, New Mexico.
16. Any rights, liens, claims or equities, if any, in favor of Middle Rio Grande Conservancy District.
17. Permanent Easement Agreement by and between Supervalu Holdings, Inc., a Missouri Corporation and the City of Albuquerque filed April 7, 1997 in Book 97-9, page 5863, as document number 97034882, records of Bernalillo County, New Mexico.
18. Declaration of Reciprocal Easement filed April 7, 1997 in Book 97-9, page 5849, as document number 97034881, records of Bernalillo County, New Mexico.
19. Any possible assessments for paving or sewer and water extensions which are or might be a lien by law, but have not yet been recorded.
20. In compliance with Subsection D of 13.14.18.10 NMAC, the Company hereby waives its right to demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Rules of the American Arbitration Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and the insured.

PROJECT #
1010455

May 6, 2015

SK