

RECORDED ELECTRONICALLY	
ID	2016010880
County	Bernalillo
Date	2/4/16
Time	9:51 AM
Simplifile.com 800.460.5657	

SUBDIVISION AND ENCROACHMENT AGREEMENT

THIS SUBDIVISION AND ENCROACHMENT AGREEMENT (“Agreement”) is entered into effective the 4th day of February, 2016, by and between GLEN E. BRANDVOLD, a widower, and TRISTESSE M. BRANDVOLD, a single woman (collectively “Brandvolds”) and MIGUEL D. MARTINEZ, a single man (“Martinez”).

WHEREAS, Brandvolds are the owners of the following described real property located in the County of Bernalillo, State of New Mexico, to wit:

Lots numbered Twenty-six (26) and Twenty-seven (27) in Block lettered "B" of the BRANSON ADDITION, to the City of Albuquerque, New Mexico, as the same are shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on September, 26, 1921, in Plat Book D1, Folio 43.

(“Brandvolds Property”); and

WHEREAS, Martinez is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to wit:

Lots numbered One (1) and Two (2) and the north five feet (N. 5’) of Lot numbered Three (3) of the J.M. Moore Realty Company’s No. 1, to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat of said addition filed in the office of the Probate Clerk and Ex-officio Recorder of Bernalillo County, New Mexico, on May 8, 1905, in Plat Book C, Folio 10

(“Martinez Property”) and

WHEREAS, a building for the benefit of Martinez encroaches on the westerly portion of the Brandvolds Property as shown on the Sketch Plat attached hereto as Exhibit “A” and incorporated herein by reference (“Encroachment”); and

WHEREAS, Brandvolds desire to subdivide the Brandvolds Property by vacating the lot line as shown on the Plat attached hereto as Exhibit "B" and incorporated herein by reference ("Replat"), to create a new lot ("Proposed Lot 27 A"); and

WHEREAS, the City of Albuquerque (the "City") requires an agreement whereby Martinez consents to the Replat, the parties agree to release the City from liability as a result of the Replat, and that Brandvolds indemnify the City for all damages related to the Replat and the Encroachment.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Brandvolds hereby grant a perpetual nonexclusive easement on the western portion of the Brandvolds Property for the Encroachment, for the benefit of the Martinez Property ("Encroachment Easement").
2. The Encroachment Easement shall include the right of the owner of the Martinez Property to maintain the Encroachment.
3. Martinez hereby consents to the Replat to create Proposed Lot 27 A.
4. Brandvolds and Martinez hereby release the City from all claims, causes of action and damages related to the City's approval of the Replat.
5. Brandvolds agree to indemnify and hold the City harmless from all claims, causes of action and damages, including reasonable attorney's fees and court costs, which the City may incur as a result of approving the Replat or related to the Encroachment.
6. Martinez agrees to maintain the Encroachment and to hold Brandvolds harmless from all claims, causes of action and damages, including reasonable attorney's fees and court costs, related to the Encroachment and the use of the Encroachment Easement.

7. This Agreement shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns in all respects, and shall run with the land.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective the date first hereinabove set forth.

SEE SIGNATURE PAGES ATTACHED HERETO
AND MADE A PART HEREOF.

SIGNATURE PAGE
TO
ENCROACHMENT AGREEMENT


GLEN E. BRANDVOLD

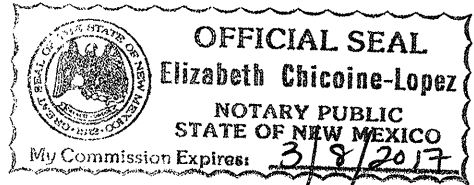
STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on ~~January~~ ^{February} 1 , 2016, by GLEN E. BRANDVOLD, a widower.

MY COMMISSION EXPIRES:

 3/8/2017


NOTARY PUBLIC




TRISTESSE M. BRANDVOLD

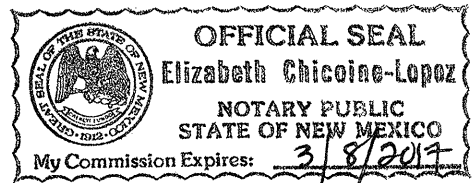
STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on ~~January~~ ^{February} 1 , 2016, by TRISTESSE M. BRANDVOLD, a single woman.

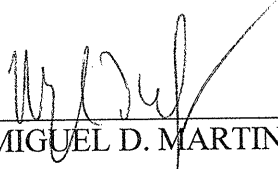
MY COMMISSION EXPIRES:

 3/8/2017


NOTARY PUBLIC



**SIGNATURE PAGE
TO
ENCROACHMENT AGREEMENT**




MIGUEL D. MARTINEZ

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on ~~January~~ ^{FEBRUARY} 2 ^{epw}, 2016, by MIGUEL D. MARTINEZ, an unmarried man.

MY COMMISSION EXPIRES:
April 5, 2019



NOTARY PUBLIC

**SIGNATURE PAGE
TO
ENCROACHMENT AGREEMENT**

This Agreement is approved by the City of Albuquerque.

CITY OF ALBUQUERQUE

By: _____

Its: _____

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on January _____, 2016, by
_____, _____ of the CITY OF
ALBUQUERQUE.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

**PLAT OF
LOT 27-A, BLOCK B
BRANSON ADDITION**

TOWN OF ALBUQUERQUE GRANT, PROJECTED SECTION 17, T10N, R3E, N.M.P.M.
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
OCTOBER 2015

APPROVED AND ACCEPTED BY:

150RB-7024 CASE NO.	DATE
DIG CHAIRPERSON, PLANNING DEPARTMENT	DATE
CITY ENGINEER	DATE
PARKS AND RECREATION DEPARTMENT	DATE
ALBUQUERQUE/BERNALILLO COUNTY WATER UTILITY AUTHORITY	DATE
TRAFFIC ENGINEER, TRANSPORTATION DIVISION	DATE
A.M.A.F.C.A.	DATE
CITY SURVEYOR	DATE

UTILITY APPROVALS:

PWM	DATE
NM GAS COMPANY	DATE
CENTURYLINK	DATE
COMCAST	DATE

- NOTES**
- BEARINGS ARE GRID BASED ON NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 DATUM. NO RECORD BEARINGS ARE SHOWN ON THE RECORDED PLAT. DISTANCES ARE GROUND, FIELD AND RECORD VALUES.
 - ALL PROPERTY CORNERS WERE FOUND AS SHOWN.
 - THE DATA SHOWN HEREON IS FROM AN ACTUAL SURVEY ON THE GROUND.
 - NO EXISTING EASEMENTS ARE SHOWN ON THE RECORDED PLAT OF THE SUBDIVISION, AND NO EXISTING EASEMENT DOCUMENTS WERE PROVIDED BY THE OWNERS.
 - THE ADDRESS OF THE SUBJECT PROPERTY IS 1251 7th STREET N.W., ALBUQUERQUE, NM.

TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC #1 014 058 050 333 20517
LOTS 26 & 27, BLOCK B, BRANSON ADDITION
PROPERTY OWNERS OF RECORD: GLEN E. BRANDVOLD AND TRISTESSE M. BRANDVOLD
BERNALILLO COUNTY TREASURER'S OFFICE:

SURVEYOR'S CERTIFICATION

I, LAURIE JIRIK, A DULY QUALIFIED PROFESSIONAL SURVEYOR REGISTERED UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ALL EASEMENTS MADE KNOWN TO ME BY THE OWNERS, UTILITY COMPANIES OR OTHER PARTIES, EXCEPT AS SHOWN OTHERWISE, HAVE BEEN FULLY REVEALED AND SHOWN ON THIS PLAT. I HAVE CONDUCTED AND SURVEYS OF THE CITY OF ALBUQUERQUE SUBDIVISION PERFORMANCE AND MANUAL STANDARDS FOR LAND SURVEYS IN NEW MEXICO, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

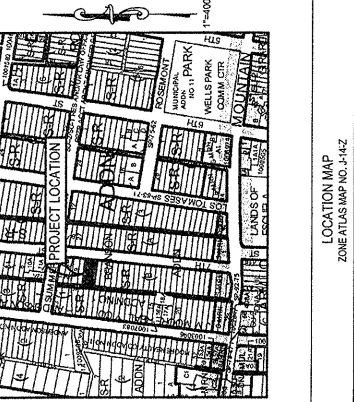
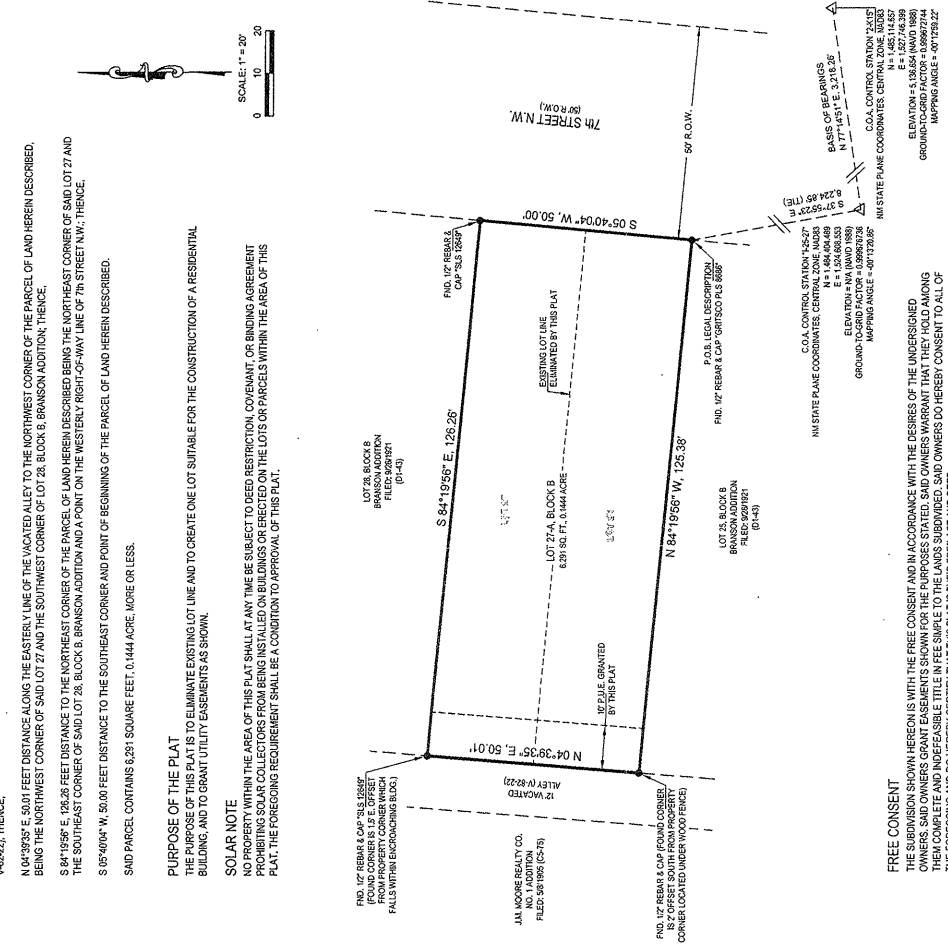


10/12/2015
DATE
LAURIE JIRIK, N.M.S. NO. 10464
PROFESSIONAL SURVEYING, LLC
1000 UNIVERSITY AVENUE, SUITE 61199
ALBUQUERQUE, NM 87102
PHONE: 505.822.4691, 505.822.4228
professional.surveying@comcast.net

LEGAL DESCRIPTION
BEING THAT CERTAIN PARCEL OF LAND SITUATED WITHIN THE TOWN OF ALBUQUERQUE GRANT, WITHIN PROJECTED SECTION 17, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, BEING IDENTIFIED AS LOTS 26 AND 27, BLOCK B, BRANSON ADDITION, AS SAID LOTS ARE SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 26, 1921 IN VOLUME D1, FOLIO 43, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED BEING THE SOUTHWEST CORNER OF SAID LOT 26, BLOCK B, BRANSON ADDITION, THE NORTHEAST CORNER OF LOT 25, BLOCK B, BRANSON ADDITION, AND A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF 7th STREET N.W., WHENCE THE CONTROL POINT 1,25-27 BEARS S 37°55'2" E, 8.224 85 FEET DISTANCE, THENCE;
N 81°16'59" W, 425.30 FEET DISTANCE TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED BEING THE SOUTHWEST CORNER OF SAID LOT 26 AND THE NORTHWEST CORNER OF SAID LOT 28, BLOCK B, BRANSON ADDITION AND AT POINT ON THE EASTERN LINE OF VACATED PUBLIC ALLEY (VACATION ORDINANCE NO. V46-272), THENCE;
N 0°39'59" E, 50.01 FEET DISTANCE ALONG THE EASTERN LINE OF THE VACATED ALLEY TO THE NORTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED, BEING THE NORTHWEST CORNER OF SAID LOT 27 AND THE SOUTHWEST CORNER OF LOT 28, BLOCK B, BRANSON ADDITION, THENCE;
S 84°19'56" E, 126.26 FEET DISTANCE TO THE NORTHEAST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED BEING THE NORTHEAST CORNER OF SAID LOT 27 AND THE SOUTHWEST CORNER OF SAID LOT 28, BLOCK B, BRANSON ADDITION AND A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF 7th STREET N.W., THENCE;
S 0°59'04" W, 50.00 FEET DISTANCE TO THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.
SAID PARCEL CONTAINS 6,281 SQUARE FEET, 0.1444 ACRE, MORE OR LESS.

PURPOSE OF THIS PLAT
THE PURPOSE OF THIS PLAT IS TO ELIMINATE EXISTING LOT LINE AND TO CREATE ONE LOT SUITABLE FOR THE CONSTRUCTION OF A RESIDENTIAL BUILDING, AND TO GRANT UTILITY EASEMENTS AS SHOWN.

SOLAR NOTE
NO PROPERTY WITHIN THE AREA OF THIS PLAT SHALL AT ANY TIME BE SUBJECT TO DEED RESTRICTION, COVENANT, OR BINDING AGREEMENT WHICH WOULD PREVENT OR RESTRICT THE INSTALLATION OF SOLAR PANELS ON THE LOTS OR PARCELS WITHIN THE AREA OF THIS PLAT. THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.



LOCATION MAP
ZONE ATLAS MAP NO. J-142

SUBDIVISION DATA

- PROJECT #100010
- PROJECT NO. 144
- GROSS SUBDIVISION ACREAGE, 0.1444 ACRE
- TOTAL NUMBER OF EXISTING LOTS, 2
- TOTAL NUMBER OF PROPOSED LOTS, 1
- DATE OF SURVEY: SEPTEMBER 2015

PUBLIC UTILITY EASEMENTS
ALL UTILITIES SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND BULKY USE OF:
PUBLIC SERVICE COMPANY OF NEW MEXICO, FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, AND ALL NECESSARY APPURTENANCES AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES;
NEW MEXICO GAS COMPANY, FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES;
CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES;
COMCAST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

THE LINES IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCAL BELIEVES, USE, REPAIR, MAINTAIN, OPERATE, AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF EASEMENT FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH FACILITIES, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL, JOB/WORKGROUND OR SUBSURFACE, HOT TUB, CONCRETE OR OTHER STRUCTURES, OR ANY OTHER STRUCTURES SHALL BE CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR ON SAID EASEMENTS FOR ELECTRICAL TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMERS/SWITCHGEARS AND FIVE (5) FEET ON EACH SIDE.

DISCLAIMER

IN APPROVING THIS PLAT, UTILITY COMPANIES DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, THEY DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SHOWN ON THIS PLAT.

FREE CONSENT
THE SUBDIVISION SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, SAID OWNERS GRANT EASEMENTS SHOWN FOR THE PURPOSES STATED. SAID OWNERS WARRANT THAT THEY HOLD ALONG WITH THEM COMPLETE AND INDIVISIBLE TITLE IN FEE SIMPLE TO THE LANDS SUBDIVIDED. SAID OWNERS DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS PLAT IS THEIR FREE ACT AND DEED.

OWNER: GLEN E. BRANDVOLD
OWNER: TRISTESSE M. BRANDVOLD
ACKNOWLEDGEMENT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ BY _____

INDEXING INFORMATION FOR COUNTY CLERK
OWNERS: GLEN E. BRANDVOLD & TRISTESSE M. BRANDVOLD
SECTION 17, T10N, R3E, N10W
SUBDIVISION: BRANSON ADDITION