

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Bring original Mylar of plat with property owner's and City Surveyor's signatures on it to the meeting. Your attendance is required.

A Variance – DRB for the Bulk Transfer of Land requires application on Form V in addition to this FORM S2.

INFORMATION REQUIRED FOR ALL MINOR SUBDIVISION APPLICATIONS

NA Interpreter Needed for Hearing? NA if yes, indicate language: NA

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.

Zone Atlas map with the entire site clearly outlined and labeled

SKETCH PLAT REVIEW AND COMMENT

- Letter describing, explaining, and justifying the request
- Scale drawing of the proposed subdivision plat (7 copies, folded)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use (7 copies, folded)

MAJOR SUBDIVISION FINAL PLAT APPROVAL

- Proposed Final Plat (7 copies, 24" x 36" folded)
- Design elevations & cross sections of perimeter walls (3 copies)
- Copy of recorded IIA
- Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer
- DXF file and hard copy of final plat data for AGIS submitted and approved

SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)

- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(I)
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal. (7 copies, folded)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use (7 copies, folded)
- Sidewalk Exhibit and/or cross sections of proposed streets (3 copies, 11" by 17" maximum)
- Signed Form DRWS Drainage Report Grading and Drainage Plan, and Water & Sewer Availability submittal information
- Proposed Infrastructure List, if applicable
- Required notice with content per IDO Section 14-16-6-4(K)(6)
- Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives
- Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer
- DXF file and hard copy of final plat data for AGIS submitted and approved

Note: Any application that requires major public infrastructure must be processed as a Subdivision of Land - Major. See Form S1.

MINOR AMENDMENT TO PRELIMINARY PLAT

- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Original Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Infrastructure List, if applicable

Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.

<p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i></p>	
<p>Signature: </p>	<p>Date: <u>3/8/19</u></p>
<p>Printed Name: <u>THOMAS D. JOHNSTON</u></p>	<p><input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent</p>
<p>FOR OFFICIAL USE ONLY</p>	
<p>Project Number: _____</p>	<p>Case Numbers _____</p>
<p>Staff Signature: _____</p>	
<p>Date: _____</p>	



Please check the appropriate box and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

Administrative Decisions	<input type="checkbox"/> Historic Certificate of Appropriateness – Major (Form L)	<input type="checkbox"/> Wireless Telecommunications Facility Waiver (Form W2)
<input type="checkbox"/> Archaeological Certificate (Form P3)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	Policy Decisions
<input type="checkbox"/> Historic Certificate of Appropriateness – Minor (Form L)	<input type="checkbox"/> Master Development Plan (Form P1)	<input type="checkbox"/> Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
<input type="checkbox"/> Alternative Signage Plan (Form P3)	<input type="checkbox"/> Site Plan – EPC including any Variances – EPC (Form P1)	<input type="checkbox"/> Adoption or Amendment of Historic Designation (Form L)
<input type="checkbox"/> WTF Approval (Form W1)	<input type="checkbox"/> Site Plan – DRB (Form P2)	<input type="checkbox"/> Amendment of IDO Text (Form Z)
<input type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input checked="" type="checkbox"/> Subdivision of Land – Minor (Form S2)	<input type="checkbox"/> Annexation of Land (Form Z)
Decisions Requiring a Public Meeting or Hearing	<input type="checkbox"/> Subdivision of Land – Major (Form S1)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
<input type="checkbox"/> Conditional Use Approval (Form ZHE)	<input type="checkbox"/> Vacation of Easement or Right-of-way (Form V)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Variance – DRB (Form V)	Appeals
<input type="checkbox"/> Expansion of Nonconforming Use or Structure (Form ZHE)	<input type="checkbox"/> Variance – ZHE (Form ZHE)	<input type="checkbox"/> Decision by EPC, LC, DRB, ZHE, or City Staff (Form A)

APPLICATION INFORMATION

Applicant: Mark Harden		Phone: 259-8542
Address: 9900 Montgomery Boulevard, NE		Email: markharden1955@gmail.com
City: Albuquerque	State: NM	Zip: 87111
Professional/Agent (if any): Wayjohn Surveying, Inc.		Phone: 505-255-2052
Address: 1609 2nd Street, NW		Email: info@wayjohn.com
City: Albuquerque	State: NM	Zip: 87102
Proprietary Interest in Site: Owner	List <u>all</u> owners:	

BRIEF DESCRIPTION OF REQUEST

To adjust an interior lot line and grant easements.

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: Tracts A1 & A2	Block: NA	Unit: NA
Subdivision/Addition: Tannehill-Taylor Addition	MRGCD Map No.: NA	UPC Code: 102106005650521362, 102106007547921360
Zone Atlas Page(s): G-21	Existing Zoning: MX-M	Proposed Zoning: MX-M
# of Existing Lots: 2	# of Proposed Lots: 2	Total Area of Site (acres): 3.5602

LOCATION OF PROPERTY BY STREETS

Site Address/Street: 9880 Montgomery Blvd, NE	Between: Eubank Blvd, NE	and: Morris St, NE
---	--------------------------	--------------------

CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

101990

Signature:	Date: 3/8/19
Printed Name: Thomas D. Johnston, PS, PE	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees
-		
-		
-		
Meeting/Hearing Date:	Fee Total:	
Staff Signature:	Date:	Project #



1609 2ND Street NW. ♦ Albuquerque, NM 87102 ♦ Phone: (505) 255-2052 ♦ Fax: (505) 255-2887

March 1, 2019

Planning Department
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

RE: Sketch Plat, Tracts A-1 & A-2, Tannehill-Taylor Addition

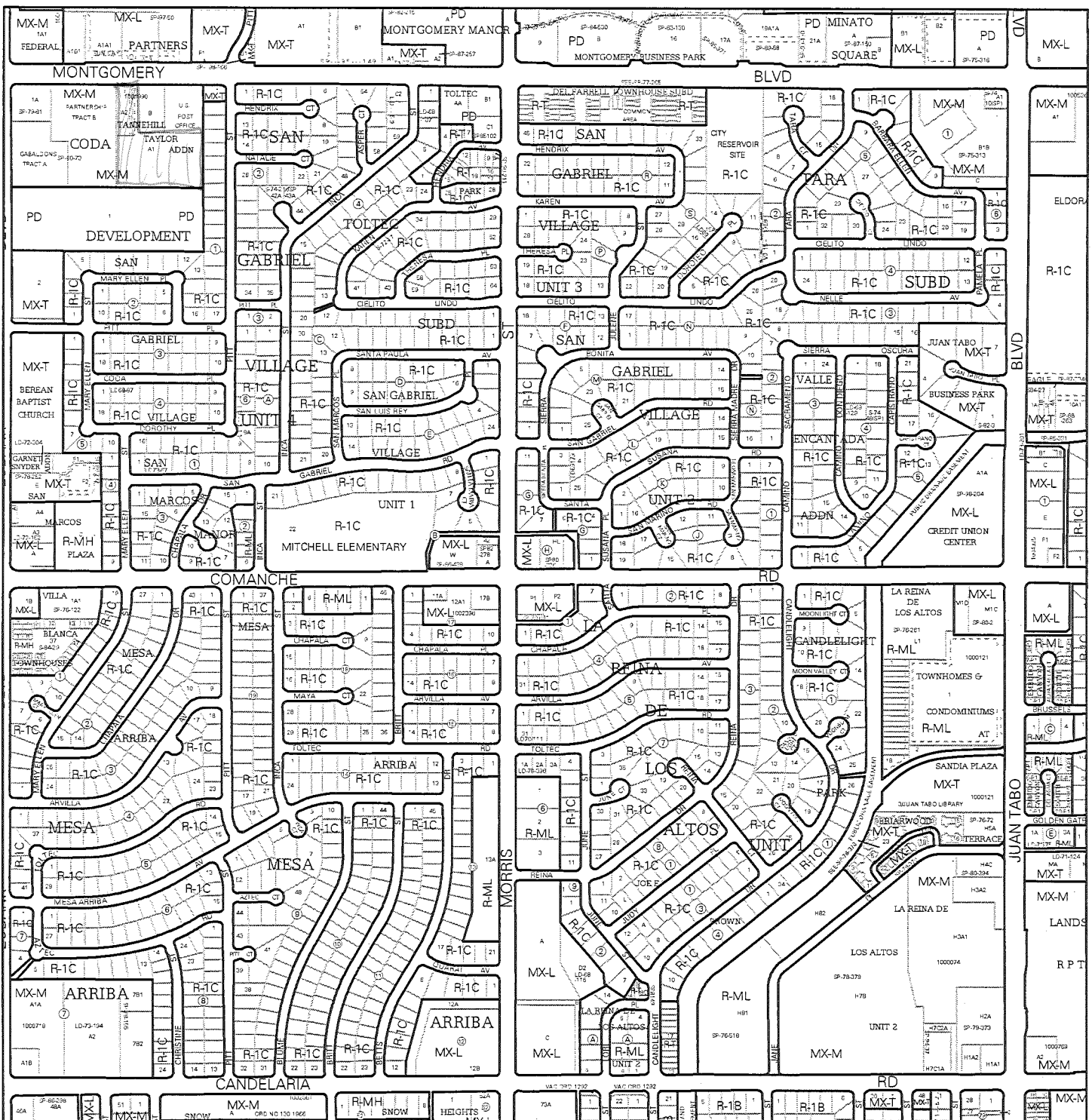
To Whom It May Concern:

I am submitting a request for sketch plat review. My client would like to adjust the interior lot line between two lots and create easements. The site currently contains two commercial buildings.

Thank you for your time in considering this matter. If you have any questions, please give me a call at the above number.

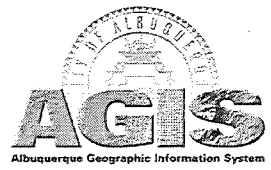
Regards,

Thomas D. Johnston, PS, PE
President, Wayjohn Surveying Inc.

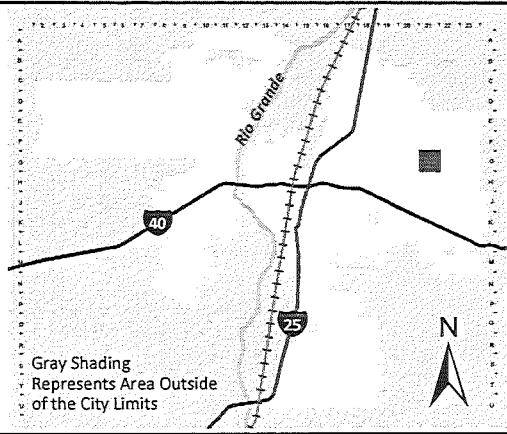


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



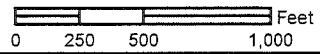
IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Gray Shading
Represents Area Outside
of the City Limits

Zone Atlas Page: G-21-Z

- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone



DECLARATION OF RECIPROCAL ACCESS & PARKING EASEMENTS AND
USE COVENANT

THIS AGREEMENT made by and between COMFORT FOODS, INC., a New Mexico corporation ("COMFORT FOODS") and BOBBY J. MERRITT and BETTY L. MERRITT, husband and wife ("MERRITT").

WITNESSETH:

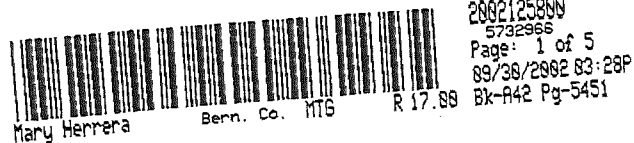
WHEREAS, COMFORT FOODS is the owner of Tract A, Tannehill-Taylor Addition to the City of Albuquerque, New Mexico, as shown and designated on the Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on July 11, 2002 in Plat Book 2002C, page 236;

WHEREAS, contemporaneously with the execution of this Declaration, MERRITT are acquiring title and ownership to Tract B, Tannehill-Taylor Addition to the City of Albuquerque, New Mexico as shown and designated on the Plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on July 11, 2002 in Plat Book 2002C, page 236, which Tract is adjacent to the aforesaid Tract A; and

WHEREAS, the parties have heretofore agreed to establish certain reciprocal access and parking easements for the benefit of both Tracts in addition to that created in the Plat and to declare covenants restricting certain competitive uses of Tract A for the benefit of the owners of Tract B, and the parties desire to further memorialize said agreements.

NOW, THEREFORE, in consideration of the sale and purchase of Tract B and the premises hereinabove expressed and the mutual terms and covenants hereinafter stated, IT IS STIPULATED AND AGREED by the parties as follows:

1. The parties hereby DECLARE, GRANT and ESTABLISH, for the use and mutual benefit of the Tracts, reciprocal easements for vehicular access, ingress and egress in, to and through said Tracts and Montgomery Boulevard, at the existing curb-cuts located on said street on Tracts A and B and those other points of access to Tract B to and through Tract A and/or Montgomery Avenue as shown on the site plan for Tract B attached hereto as Exhibit One and including the 50' x 55' access easement area established on Tract A in the Plat, through said curb-cuts and connecting driveways and drive-lanes established for such purposes, for the use and benefit of the owners of the Tracts over time, their respective heirs, successors and assigns, customers and other business invitees, which easements shall be exclusive, perpetual, unobstructed and

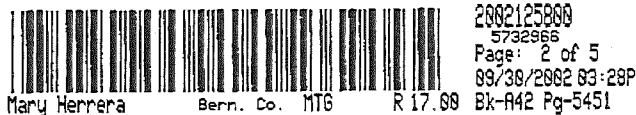


appurtenant to (and a burden upon) said Tracts, provided that nothing contained herein shall constitute a public dedication of any portion of the Tracts. Further, the parties dedicate, grant and establish reciprocal easements upon their respective Tracts, in such areas as are designated and available for parking of customers' and/or employees' vehicles (not including covered parking stalls on Tract B), for such purposes in accordance with the rights and benefits contained herein.

2. Each party (and the respective owners of the Tracts over time) shall be responsible for the construction/installation of requisite paving and other facilities upon their respective Tracts as are necessary in order to give effect to the easements established herein, and shall, further, keep and maintain such paving and facilities in a state of good repair over time, provided that, MERRITT shall be responsible for any initial repaving upon the 50' x 55' portion of Tract A described in the Plat and as is necessary in MERRITT'S opinion to connect the driveways between the two curb-cuts described above and to maintain said area, for which a temporary construction easement is hereby established for such purposes and otherwise as hereinafter provided. In the event of failure of either party (or successor owners) to maintain the easement areas on their Tract in a state of good repair, and failure to do so after written notice by the other, the noticing party may make such repairs as are necessary at the ultimate expense of the party upon whose Tract the repairs are necessary, which expenses, if not paid within thirty (30) days after completion of the repairs and provision of an invoice pertaining thereto, shall constitute a lien upon said Tract and shall be recoverable by the party at whose instance and initial expense the repairs were made. The access easements established herein shall not be obstructed at any time, excepting only such time(s) as is/are reasonably necessary for the construction and/or maintenance thereof, and then only during non-business hours unless impractical and in no event so as to completely block access to either Tract during business hours.

3. The parties further DECLARE and COVENANT for themselves, their respective heirs, successors and assigns, for so long as Tract B shall be used for the operation of a SONIC DRIVE-IN or for a period of thirty (30) years from the date of final execution of this Declaration, whichever is longer, that Tract A (or any part thereof) shall not be used for the sale of hamburgers, hot dogs, onion rings, ice cream or other frozen desserts or specialty fountain drinks, excepting only "in-line" facilities whose predominant business does not conflict with the above products, but whose secondary sales may include ice cream, frozen desserts or frozen specialty drinks such as iced (or frozen) cappuccinos, which covenant shall be for the benefit of Tract B and its respective owners over time and which shall be appurtenant to said Tract.

4. This Declaration shall not be amended or modified except by the written agreement of the then owners of Tracts A and B, which subsequent agreement, if any, shall not be effective until recorded with the Clerk of Bernalillo County, New Mexico, in whose office this Declaration shall be recorded simultaneously with the recordation of the deed to MERRITT describing Tract B and conveying the same to them.



DECLARATION OF ACCESS EASEMENT AND PARKING AGREEMENT

THIS DECLARATION, made this 0 day of October, 2015, by Harden Enterprises, LLC and 9904 Montgomery, LLC, recites and provides as follows:

RECITALS

1. The foregoing recitals are incorporated herein by reference as though set forth in detail.
2. 9904 Montgomery, LLC, is the owner of real property more fully described in attached "Exhibit A" and incorporated by this reference as "Parcel 1."
3. Harden Enterprises LLC, is the owner of real property more fully described in attached "Exhibit A" and incorporated by this reference as "Parcel 2."
4. The above described properties comprising Parcel 1 and Parcel 2 when referred to jointly will herein after be known as "Properties."
5. Harden Enterprises, LLC hereby dedicates, grants and establishes for the benefit of 9904 Montgomery, LLC its employees, agents, guests, invitees, tenants, lessees, subtenants, licensees, heirs, successors and assigns the following easements:
 - a. One non-exclusive easement for a driveway for vehicular ingress and egress over, on and across the areas within the Properties constituting driveways and roadways as shown in Exhibit A;
 - b. One non-exclusive easement for the parking of vehicles between the hours beginning at 4:00 p.m. and ending at 1:00 a.m. the next morning over, on and across the areas within the Properties constituting parking areas as shown in Exhibit A;
 - c. Non-exclusive easement for pedestrian passage across common Northern property line of Parcel 2 and the Southerly line of Parcel 1.

1. MUTUAL INDEMNITY

1

Doc# 2015092465

10/21/2015 03:43 PM Page 1 of 6
AGRE R \$25.00 M. Toulouse Oliver, Bernalillo County



9904 Montgomery, LLC indemnify, defend, and hold harmless Harden Enterprises, LLC for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of use or enjoyment of the easements areas, unless caused by negligence or willful misconduct of Harden Enterprises, LLC. In addition, 9904 Montgomery, LLC Shall maintain property and liability insurance during the entire term of this Agreement adequately insuring its activities related to the use of Parcel 2 in an amount not less than \$1,000,000.00 per occurrence.

2. TERM

The easements, covenants and restrictions herein provided for shall be appurtenant to and run with the Properties for ten (10) years from the date of this agreement with the option of a one (1) ten (10) year extension at the termination of ten (10) years from the date of this Agreement, provided the requirements contained in paragraph 3 are met. This Declaration may only be modified or amended, by a recordable instrument executed by the owners of all Properties. This agreement may be terminated by Harden Enterprises, LLC where 9904 Montgomery, LLC is in default, served notice of such default, and fails to cure said default within five (5) days for a monetary default and fifteen (15) days to cure any and all other defaults. Following the default, Harden Enterprises, LLC may pursue all remedies available to it under this Agreement and by law.

3. OPTION TO EXTEND

Provided the Owner of Parcel 1 is not in default under the terms of the Agreement, the Owner of Parcel 1 may renew this Declaration of Access Easement and Parking Agreement for an additional term of ten (10) years by giving written notice to the Owner of Parcel 2 notice of intent to exercise the option to extend no less than one hundred and eighty (180) days prior to the expiration of the original ten (10) year term.

4. FEES and PAYMENT

Payment for the use and enjoyment of the herein defined easements and parking agreements will be made monthly to Harden Enterprises, LLC in the amount of One Thousand and 00/100 Dollars (\$1,000.00) during the pendency of this easement and agreement. Payment will be made on the first of each month commencing upon the signing of this document. The first month and last month of the agreement will be prorated by dividing One Thousand and 00/100 Dollars (\$1,000.00) by the number of days in the month and calculated by multiplying that result by the days this easement and agreement were in effect that month.

5. IMPEDEMENT

Provided the Owner of Parcel 1 is not in default under the terms of this Agreement, the owner of Parcel 2 shall not, without the express written consent of the other owner of Parcel 1 take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstruction, or preventing any other person or entity having rights under this Declaration from their full use and enjoyment of the easements herein granted; including but not limited to, charging for the use of parking, installation of a gate, fence, or parking control device, removal of overhead lighting, and obstruction of pedestrian traffic. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Parking Property which constitute parking areas, driveways, and roadways on any exhibit shall not be blocked, obstructed or impeded.

6. IMPROVEMENTS

Any and all improvements or modification to Parcel 2 which would materially affect the usability or enjoyment of Parcel 2, made after the signing of this Agreement, must be agreed upon prior to execution by the written consent of both parties.

Following the date of this Agreement Harden Enterprises, LLC. will allow the following improvements to be made by 9904 Montgomery, LLC upon the common property line Northern of the Parcel 2 and the Southerly line of Parcel 1:

- The removal of the "Pro-panel fence" to be replaced with a replacement variation of the fence, including a lockable gate;
- A stairway ~~may~~^{will} be installed to allow pedestrian ingress/egress between the properties.

The above listed improvements will be the responsibility, cost and discretion of 9904 Montgomery, LLC. However, the design and quality of such improvements must be approved by Harden Enterprises, LLC prior to construction.

7. MAINTENANCE

Each party, at its sole cost and expense, shall keep and maintain the easements areas in a commercially reasonable condition and a safe state of repair. All current maintenance, utility and operating costs of the lighting on the ingress and egress and parking area of Parcel 2 is the responsibility of Harden Enterprises, LLC and is to be diligently performed. 9904 Montgomery, LLC shall be responsible for ensuring that the main gate to the parking areas located on Parcel 2 are locked each night.

8. RUN WITH THE LAND

This Declaration and the rights crated hereby, including, but not limited to, the easements created hereunder shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Properties, from and after the date of recording of this Declaration. Any person acquiring possession of, title to or interest in the Properties or any part thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Properties shall be deemed, by acceptance of such interest, to have agreed to be bound by all the provisions of this Declaration.

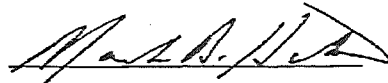
NOW, THEREFORE, in consideration of the grants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and Declarants hereby subject the Properties to the aforementioned cross access easements and shared parking agreements:

IN WITNESS WHEREOF, this instrument is executed on the day and year affirmed below.

DECLARANTS:

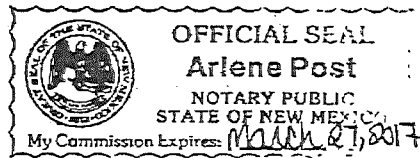
Harden Enterprises, LLC

By:



Mark Harden

Harden Enterprises, LLC



STATE of NEW MEXICO

COUNTY of BERNALILLO

The foregoing instrument was acknowledged before on this 8th day of October 2015 by Mark Harden who produced a valid driver license as identification. By my hand and seal:



SEAL

Notary Signature

My Commission Expires 03/27/17

9904 Montgomery, LLC

By: 

Steven Coe, Managing Member

9904 Montgomery, LLC

STATE of NEW MEXICO

COUNTY of BERNALILLO

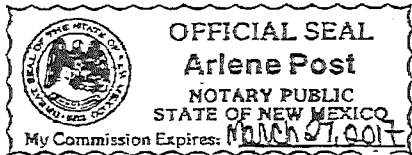
The foregoing instrument was acknowledged before on this 7th Day of October 2017 by Steven Coe who produced a valid driver license as identification. By my hand and seal:



Notary Signature

My Commission Expires 03/27/17

SEAL



WITNESSES:

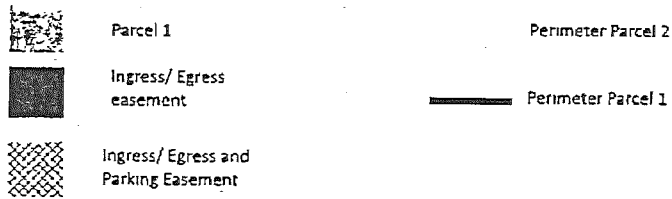
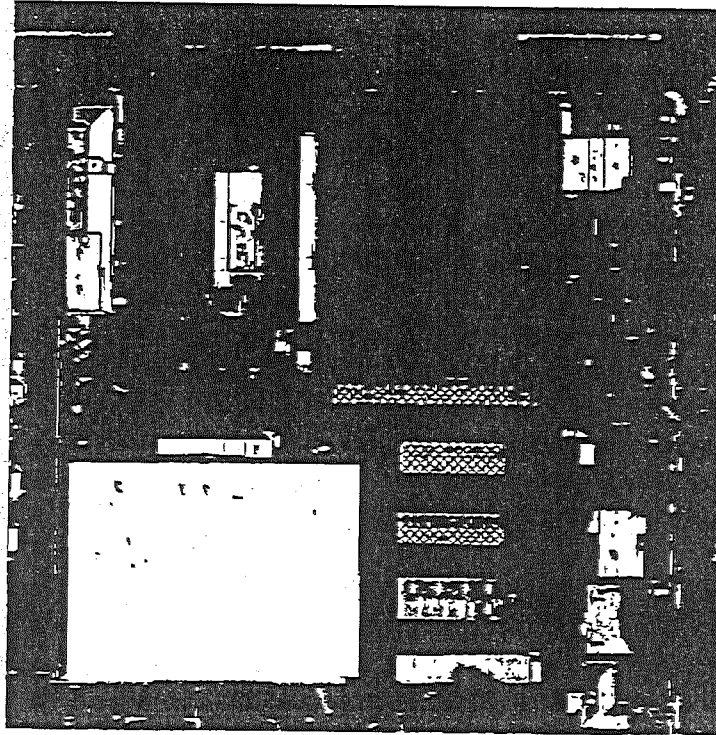
By: _____

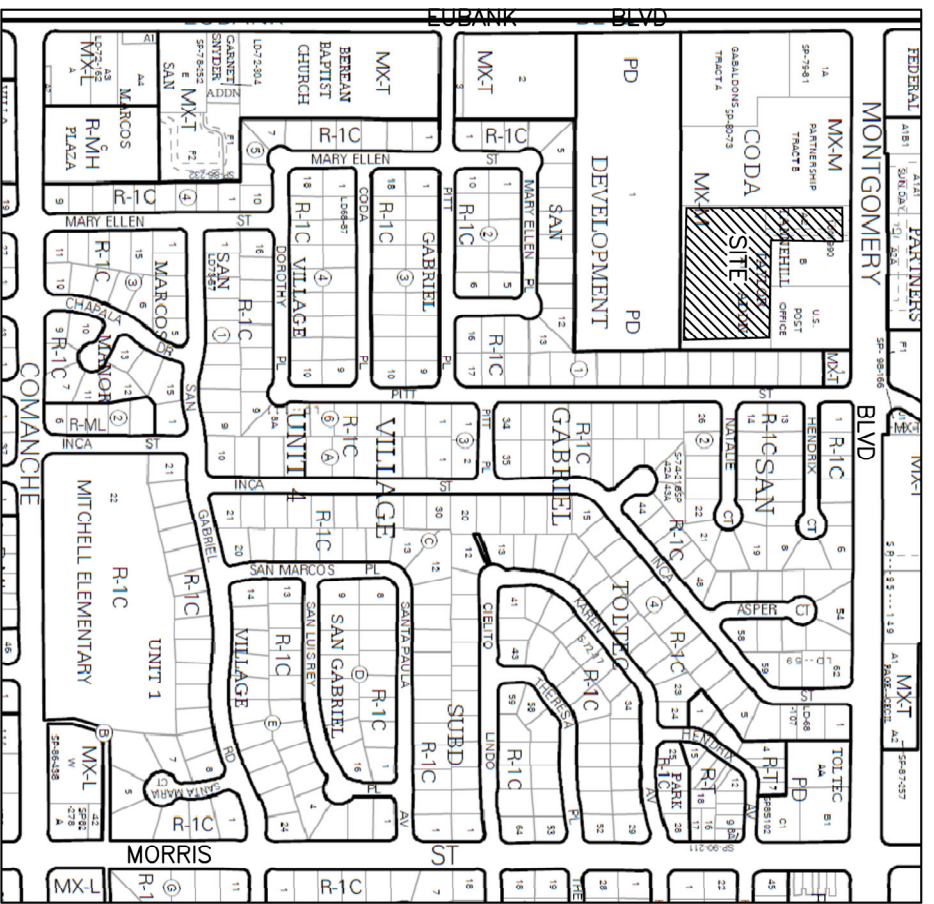
By: _____

Name: _____

Name: _____

EXHIBIT A





COUNTY CLERK RECORDING LABEL HERE

SURVEY LEGAL DESCRIPTION
 Tracts lettered A-One (A-1) and A-Two (A-2) of Tannehill-Taylor Addition, Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on May 27, 2005, in Book 2005C, Page 175.

FREE CONSENT

The putting of the property as described above and granting of easements is with the free consent and in accordance with the desires of the undersigned owner(s). Said owner(s) warrant(s) that they hold complete and indefeasible title in fee simple to the land subdivided.

Authorized Representative of Harden Enterprises, LLC
 ACKNOWLEDGMENT
 STATE OF NEW MEXICO)
) ss
 COUNTY OF BERNALILLO)
 On this ____ day of _____, 2019, the foregoing instrument was acknowledged by:
 My Commission expires _____, Authorized Representative of Harden Enterprises, LLC
 Notary Public _____

- SUBDIVISION DATA**
- DRB Project No. 1001990
 - Zone Atlas Index No. G-21
 - Gross acreage 3,5602 Ac.
 - Existing number of lots 2
 - Replotted number of lots 2
- PURPOSE OF PLAT**
 This plat has been prepared for the purpose of adjusting the interior lot line between two lots and granting easements.

NOTES

- Bearings shown on this plot are New Mexico State Plane Grid, Central Zone, NAD 83. Bearings and distances in parenthesis are from existing plat.
- Perimeter distances are field measurements made on the ground.
- Monuments recovered and accepted or reset are noted on inscribed plat.
- No property within the area of requested plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of proposed plat. The foregoing requirement shall be a condition to approval of this plat.
- (a) Existing easement for utilities seven (7) feet in width affecting the northerly and (b) easterly seven (7) feet of the premises as set forth on the plat recorded in Map Book B6, folio 77; (c) Existing access easement affecting a northwesterly portion of the premises, and maintenance provisions therefore; (d) Existing cross tract drainage easement, and maintenance provisions therefore and for utilities ten (10) feet in width affecting a mid-portion of the premises, and maintenance provisions therefore, as set forth on the plat recorded in Map Book 2002C, folio 236; (e) Existing private cross-access easement twelve (12) feet in width, and maintenance provisions therefore, affecting a northwesterly portion of the premises; for cross-lot drainage, and maintenance provisions therefore, and for mutual parking, and maintenance provisions therefore, across the premises as set forth on the plat recorded in Map Book 2005C, folio 175, records of Bernalillo County, New Mexico.
- Existing Reciprocal Access and Parking Easements and Use Covenant filed September 30, 2002 in Book A42, page 5451 as Document No. 2002125800, Records of Bernalillo County, New Mexico. Item affects subject property.
- Existing Access Easement and Parking Agreement recorded October 21, 2015 as document number 2015092465, records of Bernalillo County, New Mexico.
- Declaration of Access Easement and Parking Agreement recorded October 21, 2015 as document number 2015092465, records of Bernalillo County, New Mexico. Item is a parking lease that benefits portion of Lot 1, Codd Development subdivision and encumbers subject property.
- Cross access easement for the benefit of Tract A-1-A is granted by this plat.
- Private water line and sewer line easement for the benefit of Tract A-1-A is granted by this plat.

FOR BERNALILLO COUNTY TREASURER'S OFFICE USE ONLY
 THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON
 UPC# 1 021 060 056 505 21362, 1 021 060 075 479 21360

PROPERTY OWNER OF RECORD:
 HARDEN ENTERPRISES LLC C/O STARKWEATHER LAW FIRM
 BERNALILLO COUNTY TREASURER'S OFFICE

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plot are granted for the common and joint use of:

- Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment 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.
- Qwest Corporation d/b/a CenturyLink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, 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 way and easement to extend services to customers of Grantee, 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 (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgear, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer
 In approving this plat, Public Service Company of New Mexico (PNM), New Mexico Gas Company (NMGC) and Qwest Corporation d/b/a CenturyLink (QWEST) did not conduct a Title Search of the properties shown hereon. Consequently, PNM, NMGC and QWEST 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.

SURVEYOR'S CERTIFICATE

I, Thomas D. Johnston, licensed as a Professional Surveyor under the laws of the State of New Mexico, do hereby certify that this plat was prepared by me or under my supervision, that I am responsible for this plat, that it shows all easements of the recorded plat and made known to me by the title company, utility companies or by the owner of record, meets the minimum standards for nomenclature and surveys of the Albuquerque Subdivision Ordinance and meets the Minimum Standards for Land Surveys as adopted by the New Mexico State Board of Licensure for Professional Engineers and Surveyors, effective July 24, 2016 and is true and correct to the best of my knowledge and belief.

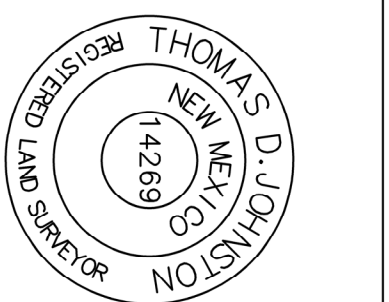
Thomas D. Johnston, N.M.P.S. No. 14269

Date

PLAT OF
TRACTS A-1-A AND A-2-A
TANNEHILL-TAYLOR ADDITION
 A REPLAT OF TRACTS A-1 & A-2
 TANNEHILL-TAYLOR ADDITION
 WITHIN SECTION 4, T. 10 N., R. 4 E., N.M.P.M.
 ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
 MARCH 2019

PROJECT NUMBER: _____
 Application Number: _____
 Utility Company Approvals: _____

PNM Electric Services	Date
New Mexico Gas Company	Date
Qwest Corporation D/B/A CenturyLink QC	Date
Contract	Date
City Approvals:	
City Surveyor	Date
Real Property Division	Date
Environmental Health Department	Date
Traffic Engineering, Transportation Division	Date
ABCWUA	Date
Parks and Recreation Department	Date
AMAFCA	Date
City Engineering/Hydrology	Date
Code Enforcement	Date
DR3 Chairperson, Planning Department	Date



WAYJOHN SURVEYING INC
 1609 2nd STREET NW
 ALBUQUERQUE, N.M. 87102
 PHONE: (505) 255-2052 FAX: (505) 255-2887

INDEXING INFORMATION FOR COUNTY CLERK	DRAWN: J T K	SCALE: 1" = 40'	FILE NO.
HARDEN ENTERPRISES LLC C/O STARKWEATHER LAW FIRM	CHECKED: T D J		SP-2-02-2018
LOCATION: SECTION 4, T10N, R4E TANNEHILL-TAYLOR ADDITION	DRAWING NO: SP20218.DWG	DATE: 1 MAR 2019	SHEET 1 OF 2

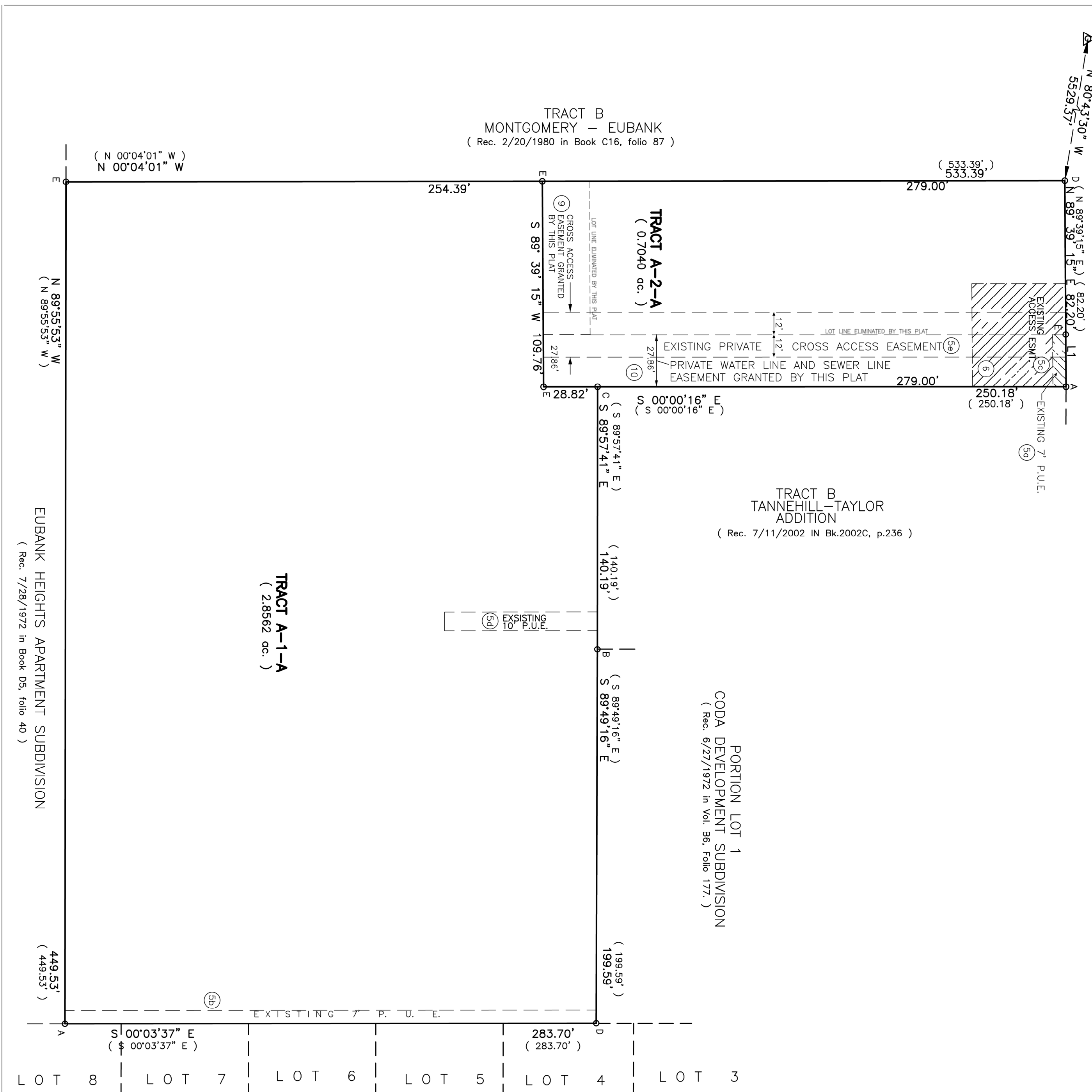
ACS MONUMENT "12-F20A"
 X=1,553,977.868
 Y=1,502,975.986
 Ground-to-grid: 0.999948015
 Mapping Angle: -0.00936390
 NAD83 CENTRAL ZONE NAD 83

MONTGOMERY BOULEVARD, N.E.
 (1 0 6' P U B L I C R. O. W.)

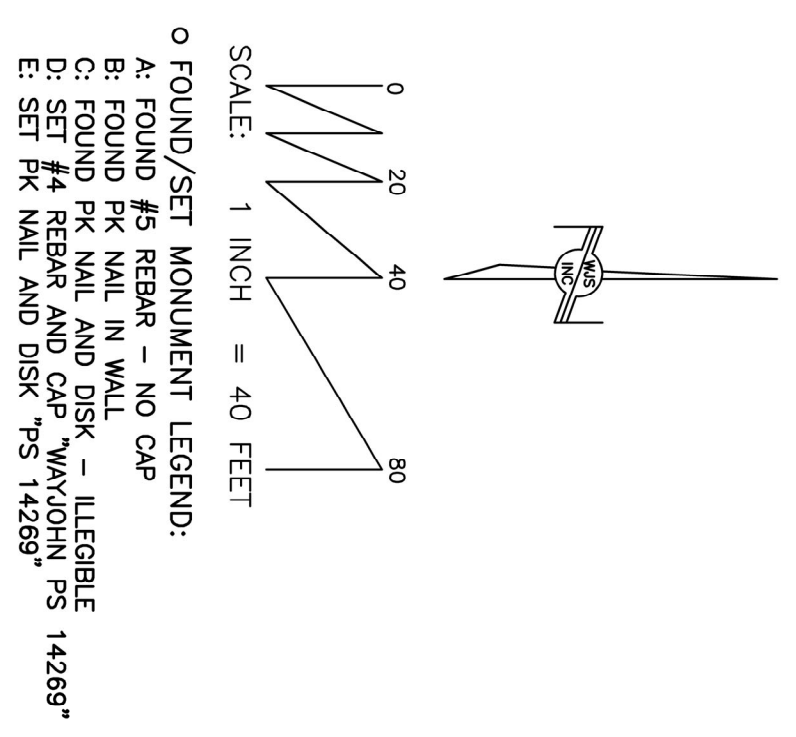
COUNTY CLERK RECORDING LABEL HERE

PLAT OF
TRACTS A-1-A AND A-2-A
TANNEHILL-TAYLOR ADDITION

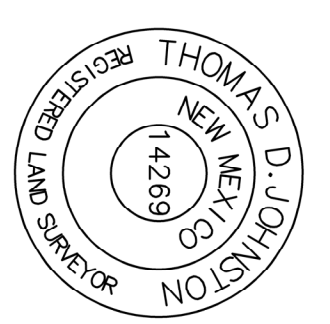
A REPLAT OF TRACTS A-1 & A-2
 TANNEHILL-TAYLOR ADDITION
 WITHIN SECTION 4, T. 10 N., R. 4 E., N.M.P.M.
 ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
 MARCH 2019



BLOCK 1, SAN GABRIEL VILLAGE
 UNIT 4
 Book D3, folio 109



o FOUND/SET MONUMENT LEGEND:
 A: FOUND #5 REBAR - NO CAP
 B: FOUND PK NAIL IN WALL
 C: FOUND PK NAIL AND DISK - ILLEGIBLE
 D: SET #4 REBAR AND CAP "WAYJOHN PS 14269"
 E: SET PK NAIL AND DISK "PS 14269"



1609 2nd STREET NW
 ALBUQUERQUE, N.M. 87102
 PHONE: (505) 255-2052 FAX: (505) 255-2887

INDEXING INFORMATION FOR COUNTY CLERK HARDEN ENTERPRISES LLC C/O SPARKWEATHER LAW FIRM LOCATION: SECTION 4, T10N, R4E TANNEHILL-TAYLOR ADDITION		DRAWN: J T K CHECKED: T D J DRAWING NO: SP20218.DWG		SCALE: 1" = 40' FILE NO. SP-2-02-2018	
		1 MAR 2019		SHEET 2 OF 2	

ACS MONUMENT "12"-E20A"
 X=1,553,977.868
 Y=1,502,975.986
 Ground-to-grid: 0.98948015
 Mapping Angle: 0.00000000
 NAD83 CENTRAL ZONE
 NAD 83

MONTGOMERY BOULEVARD, N.E.
 (1 0 6' P U B L I C R. O. W.)

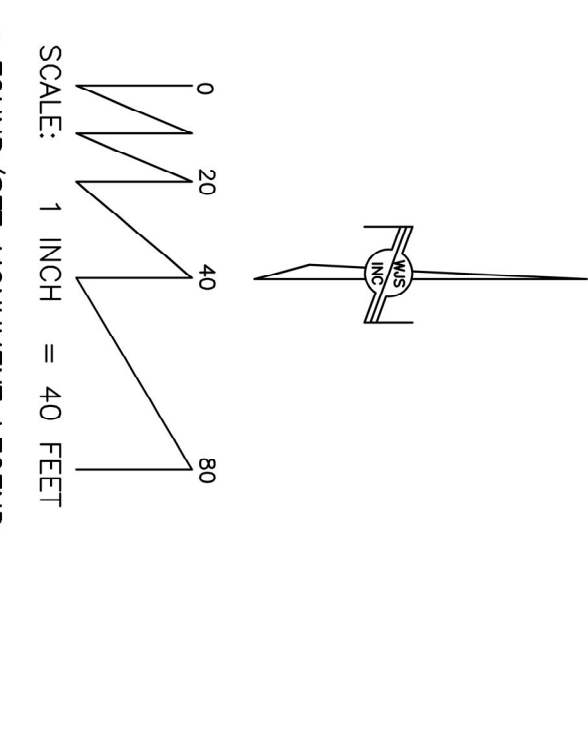
COUNTY CLERK RECORDING LABEL HERE

PLAT OF
TRACTS A-1-A AND A-2-A
TANNEHILL-TAYLOR ADDITION
 A REPLAT OF TRACTS A-1 & A-2
 TANNEHILL-TAYLOR ADDITION
 WITHIN SECTION 4, T. 10 N., R. 4 E., N.M.P.M.
 ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
 MARCH 2019

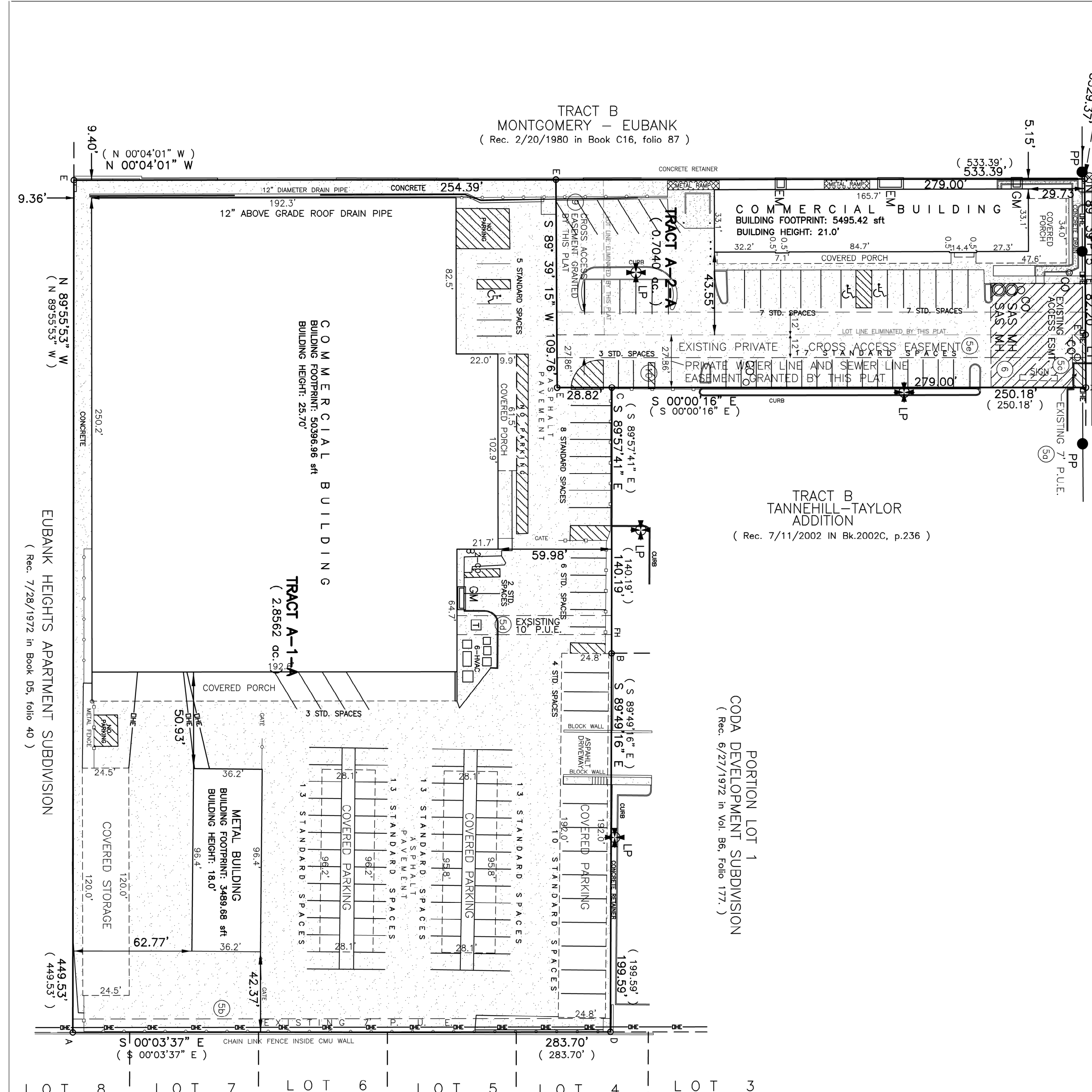
EXISTING CONDITIONS

- LEGEND:**
- LP LIGHT POLE
 - PP POWER POLE
 - GM GAS METER
 - WM WATER METER
 - OO WATER METER
 - OO SEWER CLEANOUT
 - ET ELECTRIC TRANSFORMER
 - ANCH GUY ANCHOR
 - MH MANHOLE (TYPE)
 - EM ELECTRIC METER
 - WM WATER METER
 - CONCRETE
 - OVERHEAD ELECTRIC LINES
 - CHAIN LINK FENCE
 - WROUGHT IRON FENCE

BLOCK 1, SAN GABRIEL VILLAGE
 UNIT 4
 Book D3, folio 109



- FOUND/SET MONUMENT LEGEND:**
- A: FOUND #5 REBAR - NO CAP
 - B: FOUND PK NAIL IN WALL
 - C: FOUND PK NAIL AND DISK - ILLEGIBLE
 - D: SET #4 REBAR AND CAP "WAYJOHN PS 14269"
 - E: SET PK NAIL AND DISK "PS 14269"



WAYJOHN SURVEYING INC

1609 2nd STREET NW
 ALBUQUERQUE, N.M. 87102
 PHONE: (505) 255-2052 FAX: (505) 255-2887

INDEXING INFORMATION FOR COUNTY CLERK HARDEN ENTERPRISES LLC C/O SPARKWEATHER LAW FIRM	DRAWN: JTK	SCALE: 1" = 40'	FILE NO.
LOCATION: SECTION 4, T10N, R4E TANNEHILL-TAYLOR ADDITION	CHECKED: T D J	DRAWING NO: SP20218.DWG	SP-2-02-2018
		1 MAR 2019	EXHIBIT