

CSI-Cartesian Surveys Inc.  
PO Box 44414, Rio Rancho, NM 87174  
896-3050 Fax 891-0244

August 3?, 2021

Development Review Board  
City of Albuquerque

**Re: Final Plat Review for Proposed Subdivision of Tracts A and B, Montgomery Plaza**

Members of the Board:

Cartesian Surveys is acting as a co-agent with Modulus Architects for Montgomery Plaza Partners LLC and requests a final plat review to create two (2) new lots from two (2) existing lots for Tracts B-1 and B-2 of Montgomery Plaza at 4595 and 4601 San Mateo Blvd NE between Jefferson Ave NE and San Mateo Blvd NE. This plat will vacate two public easements, grant easements and adjust the lot line between the two existing lots. The property is currently zoned as MX-M. The plat was last heard for final plat review on July 21, 2021 under project number PR-2020-004640. The comments from that hearing are addressed below:

**ABCWUA**

SD-2021-00113 – PRELIMINARY/FINAL PLAT

1. No objections.
2. PREVIOUS COMMENT: This plat shows Tract C, which is listed as “Not a Part”. However, easement 32, which is to be vacated, is also listed on this tract. Can the applicant clarify the extent of the vacation in the documents or for the record?

**Tract 1-C is no longer a part of this platting action as well as Tract C. Easement 32 will be vacated within the proposed Tracts B-1 and B-2 only. A new access easement to the well site is being granted in it's place (Easement numbered 37)**

SD-2021-00114 – VACATION OF PUBLIC EASEMENT

1. No objections.

**Noted**

SD-2021-00115 – VACATION OF PUBLIC EASEMENT

1. No objections.

**Noted**

## Code Enforcement

Code Enforcement has no comments of objections.

Noted

## Transportation

1. Establish shared parking agreements as needed; verify adequacy of parking.

**Parking was verified during field work. There is an easement which covers the mutual parking and access areas across the existing tracts. This easement is numbered 29 and has been revised a little to mention more clearly that it covers all the tracts being replatted and also includes Tract 1-C of Allwoods Subdivision. (See attached documents that granted this easement)**

2. Between Tract 1-C-1 and Tract B-1, it appears that shared access needs to be established based on the driveway location off of Lumber Avenue.

**Easement 29 covers this shared access across all of the tracts. (See attached documents that granted this easement)**

3. For the westernmost access off of Lumber Avenue, it appears that another shared access needs to be established for those lots that it serves. Also, define beneficiaries and maintenance responsibilities for any access easements. (Existing note 29 seems to imply a blanket easement, but the new easements need to have the correct Tract Numbers referenced within the note.)

**Easement 29 covers this shared access across all of the tracts. (See attached documents that granted this easement)**

4. For any future development, if not submitting a site plan through DRB, provide a Traffic Circulation Layout.

Noted

5. For any future development, provide a Trip Generation to determine if a Traffic Impact Study shall be required.

Noted

## Hydrology

- Hydrology has no objection to the vacations.
- Hydrology has no objection to the platting action.

Noted

## Parks and Recreation

No Comments.

## Planning

- The supplemental submittal memo for the July 21 DRB meeting from the applicant stated that a revised Plat was included in the supplemental submittal sent for the July 21 DRB meeting, but was not included in the supplemental submittal.

**Plat was not ready for the last DRB meeting. Issues with an easement caused the delay of the Plat being ready. Now is included with this submittal.**

- The supplemental submittal for the July 21 DRB meeting included a letter requesting an Administrative Amendment from the 5-foot sidewalk width requirement on the side streets of Lumber Avenue NE and Hardware Avenue SE for the existing sidewalks which are 4.3-feet wide along Lumber Avenue NE and 4.8-feet in width along Hardware Avenue NE. **The requests were adequately justified.**

## Noted

Plat sheets were added depicting the Plat without the improvements, but the sheet with the improvements also needs to be included as well.

**Site sketch has no been provided with this supplemental submittal.**

Thank you for your consideration,  
Denise King

Executive First 6942 JR

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AMENDED AND RESTATED DECLARATION  
OF RECIPROCAL ACCESS AND PARKING EASEMENTS

THIS DECLARATION is made this 15<sup>th</sup> day of July,  
1986, by MONTGOMERY PLAZA JOINT VENTURE, a New Mexico general  
partnership ("Owner").

R E C I T A L S

A. Owner is the owner in fee simple of those certain  
tracts or parcels of real property (the "Property") situated in  
Bernalillo County, New Mexico, as more particularly described  
on Exhibit A attached hereto and made a part hereof.

B. The Property is divided into several tracts as desig-  
nated on Exhibit A and referred to herein individually as a  
"Tract" and collectively as the "Tracts".

C. Owner plans to expand a retail shopping center on the  
Property, which plans include mutual access and parking between  
the Tracts.

D. Rights to mutual access and parking between the Tracts  
will be in the best interest of Owner in developing the Proper-  
ty to its highest and best use, and such rights will benefit  
any future owner or owners of the Property.

E. This Declaration is intended to, and it does hereby,  
amend, restate and replace in its entirety, that Declaration of  
Easements dated September 27, 1985, recorded in Book Misc.  
281A, pages 373-379, records of Bernalillo County, New Mexico,  
as document No. 85-86898.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

1986 JUL 16 AM 11:50  
*M...*  
100-302A-734-740  
DOLORES C. WALLER  
CO. CLERK & RECORDER  
*[Signature]* DEPUTY

NOW, THEREFORE, Owner hereby certifies and declares that it has created and established, and it does hereby create and establish, mutual access and parking easements between the Tracts as follows:

1. Easement. An easement is hereby created on each Tract in favor of each other Tract, (i) establishing for each Tract the right for owners, tenants, guests and business invitees of each Tract to such reasonable access to the other Tracts as shall permit pedestrian and vehicular traffic to pass between the designated parking and traffic areas on the respective Tracts and to pass through such Tracts to publicly dedicated rights-of-way, and (ii) establishing the right of owners, tenants, guests and business invitees of each Tract to park vehicles on each other Tract while conducting business on the Property. Designated parking and traffic areas may be established and revised from time to time, so long as the orderly flow of traffic between Tracts and to publicly dedicated rights-of-way is not impaired by barriers or other impediments to traffic.

2. Maintenance. The owners of all Tracts will at all times keep the parking and driveway areas of such Tracts in good condition and repair. Such maintenance will include, without limitation:

A. Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will in all respects be equal in quality, use and durability.

B. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow and ice.

C. Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines.

D. Operating and keeping in repair and replacing, where necessary, such artificial lighting facilities as will be reasonably required.

3. Failure to Maintain. If the owner of any Tract will, during the term of this Declaration, fail to maintain such Tract as required hereunder, and if at the end of thirty (30) days after written notice from any owner of a Tract or the party to whom its authority has been delegated, stating with particularity the nature and extent of such default, the defaulting owner has failed to cure such default, or, if such default is not susceptible of cure within thirty (30) days, if a diligent effort is not then being made to cure such default, then any other owner of a Tract or the party to whom its authority has been delegated will, in addition to all other remedies it may have at law or in equity, have the right to perform such maintenance on behalf of such defaulting owner and be reimbursed by such defaulting owner of the cost thereof with interest at the rate of twelve percent (12%) per annum. Any such claim for reimbursement, together with interest, will be a secured right and a lien will attach and take effect upon

recordation of a proper claim of lien by the claimant in the office of the Bernalillo County Clerk, New Mexico. The claim of lien will include the following: (1) the name of the claimant; (2) a statement concerning the basis of the claim of the lien, (3) the last known name and address of the owner or reputed owner of the Tract against which the lien is claimed; (4) a description of the Tract against which the lien is claimed; (5) a description of the work performed or payment made which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (6) a statement that the lien is claimed pursuant to the provisions of this Declaration reciting the date, book and page of the recordation hereof. The notice will be duly verified, acknowledged and contain a certificate that a copy thereof has been delivered to the party against whom the lien is claimed to the address for mailing of tax statements with respect to the Tract against which the lien is claimed. The lien so claimed will attach from the date of recordation solely in the amount claimed thereby and it may be enforced in any manner allowed by law for the foreclosure of liens. Notwithstanding the foregoing, such liens will be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, and any purchaser at any foreclosure (as well as any grantee by deed in lieu of foreclosure) or under any first mortgage or deed of trust will take free and clear from any such then existing lien, but otherwise


subject to the provisions of this Declaration. The failure of the owner or owners of any of the parcels subject to this Declaration to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements herein, will not be construed as a waiver or relinquishment for the future breach of the provisions hereof.

4. Modification. This Declaration may be modified or cancelled only by the written consent of all record owners of the Tracts affected by such action, which consent will not be unreasonably withheld, and with the consent of all mortgagees of record with regard to such Tracts.

5. Effect on Subsequent Owners. The easements created by this Declaration shall be binding upon, and inure to the benefit of, all future owners of the Property, including Owner, its successors and assigns.

MONTGOMERY PLAZA JOINT VENTURE, a  
New Mexico general partnership

By: Crow-Lionel, a Texas limited  
partnership, its administrative  
venturer

By:   
Paul L. Silverman  
Its: Managing General Partner



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STATE OF NEW MEXICO    )  
                                  ) ss  
COUNTY OF BERNALILLO )

<sup>15<sup>th</sup></sup> The foregoing instrument was acknowledged before me this day of July, 1986 by Paul L. Silverman, Managing General Partner of Crow-Lionel, a Texas limited partnership, as administrative venturer of MONTGOMERY PLAZA JOINT VENTURE, a New Mexico general partnership, on behalf of said partnership.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Feb 18, 1989

EXHIBIT A

.00 740

Tracts A, B, C and D of the Subdivision Plat Map for Tracts A, B, C and D, MONTGOMERY PLAZA, Albuquerque, New Mexico, as the same is shown and designated on said plat filed in the office of the County Clerk of Bernalillo County, New Mexico, on July 16, 1986, in Volume C31, Folio 4.

EXECUTIVE FIRST 799829

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FIRST AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF RECIPROCAL ACCESS AND PARKING EASEMENTS

MONTGOMERY PLAZA JOINT VENTURE, a New Mexico general partnership ("Owner") states:

1. Recital. Owner established certain reciprocal access and parking easements and imposed certain mutual maintenance obligations, upon certain real estate located on Bernalillo County, New Mexico, as set forth in the Amended and Restated Declaration of Reciprocal Access and Parking Easements, dated as of July 15, 1986, recorded July 16, 1986 in Book Misc. 372-A, pages 734-740 records of Bernalillo County, New Mexico (the "Declaration").

2. Amendment. The Property as defined in the Declaration is hereby amended to include the Adjoining Property described on Exhibit A attached hereto, and all easements, rights, covenants and obligations set forth in Declaration and applicable to the Property shall also apply to the Adjoining Property.

3. No Other Change. Except as amended hereby, the Declaration remains unchanged, in full force and effect.

Dated: October 10, 1986

MONTGOMERY PLAZA JOINT VENTURE  
a New Mexico general partnership

By: CROW-LIONEL, a Texas  
limited partnership  
Its: Administrative Partner

By: Paul L. Silverman  
Paul L. Silverman  
Managing General Partner

By: R.L. ANDES, et al, d/b/a  
MONTGOMERY PLAZA, a New  
Mexico general partnership

By: R.L. Andes  
Its: \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD  
1986 OCT 10 PM 2:40  
DOLores C WALLER  
CLERK & RECORDER  
M. # 4057 Pg. 149-157  
Bill Brown



STATE OF NEW MEXICO )  
 ) ss  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this \_\_\_ day of October, 1986 by Paul L. Silverman, Managing General Partner of Crow-Lionel, a Texas limited partnership as General Partner of MONTGOMERY PLAZA JOINT VENTURE, a New Mexico general partnership, on behalf of said partnership.

W. M. Rouse  
Notary Public

My Commission Expires:  
10-14-86

STATE OF NEW MEXICO )  
 ) ss  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this \_\_\_ day of October, 1986 by R. L. Andes, General Partner of R.L. Andes, et al., d/b/a Montgomery Plaza, a New Mexico general partnership as General Partner of MONTGOMERY PLAZA JOINT VENTURE, a New Mexico general partnership, on behalf of said partnership.

R. L. Andes  
Notary Public

My Commission Expires:  
5/20/87

Declaration/CSW



EXHIBIT A

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THE ADJOINING PROPERTY

Tract One-C (1-C) of Tract C, ALLWOODS SUBDIVISION, an addition to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Summary Plat of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 9, 1981, in Map Book B19, folio 70.