



Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application. Please note that these applications are not reviewed in a public meeting.

SUBDIVISIONS	MISCELLANEOUS APPLICATIONS
<input type="checkbox"/> Major – Preliminary Plat / Major Amendment (Forms S & S1)	<input type="checkbox"/> Sidewalk Waiver (Form V2)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	<input type="checkbox"/> Waiver to IDO (Form V2)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Waiver to DPM (Form V2)
<input checked="" type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major - Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Easement(s) DHO (Form V)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
APPEAL	<input type="checkbox"/> Extension of Vacation (Form V)
<input type="checkbox"/> Decision of DHO (Form A)	

BRIEF DESCRIPTION OF REQUEST

Request minor amendment to the approved preliminary / final plat of a minor subdivision adjusting the interior lot line between two existing lots to create two new lots.

Request confirmation of DHO determination allowing right-of-way width of Patrick Lane NW.

APPLICATION INFORMATION

Applicant/Owner: Holly Arroyo	Phone: 505-804-7939
Address: PO Box 93476	Email: harroyo@q.com
City: Albuquerque	State: NM
City: Albuquerque	Zip: 87199
Professional/Agent (if any): CSI - Cartesian Surveys, Inc.	Phone: 505-896-3050
Address: PO Box 44414	Email: cartesianryan@gmail.com
City: Rio Rancho	State: NM
City: Rio Rancho	Zip: 87174
Proprietary Interest in Site:	List <u>all</u> owners: Holly Arroyo, LLC // Dodeka LLC (Under REC)

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

Lot or Tract No.: Lot 16 and 17	Block:	UPC Code: 101306138815340948 (Lot 16)
Subdivision/Addition: Land of Raymond Ortiz	MRGCD Map No.:	UPC Code: 101306138215540949 (Lot 17)
Zone Atlas Page(s): F-13-Z	Existing Zoning: R-A	Proposed Zoning
# of Existing Lots: 2	# of Proposed Lots: 2	Total Area of Site (Acres): 0.2831

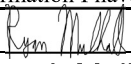
LOCATION OF PROPERTY BY STREETS

Site Address/Street: 1825 Patrick Place NW Between: Guadalupe Trail NW and: Rio Grande Blvd NW

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

PR-2022-006674 / PS-2022-00034 (Sketch); SD-2023-00137 (P/Fplat) ZHE var. VA-2023-00283 thru -00286

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:  **Date:** January 29, 2023

Printed Name: Ryan J. Mulhall Applicant or Agent

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DHO public meeting schedule for meeting dates and deadlines. Your attendance is required.

_ MAJOR SUBDIVISION FINAL PLAT APPROVAL

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. *The PDF shall be organized in the number order below.* Divide the PDF with a title sheet for each of the two documentation sections in **bold** below.

PLAT DOCUMENTATION

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Proposed Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat.
- ___ 6) Design elevations & cross sections of perimeter walls
- ___ 7) Recorded Infrastructure Improvements Agreement

SUPPORTIVE DOCUMENTATION

- ___ 8) Letter of authorization from the property owner if application is submitted by an agent
- ___ 9) Letter describing and explaining the request
- ___ 10) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer
- ___ 11) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

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

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. *The PDF shall be organized in the number order below.* Divide the PDF with a title sheet for each of the three documentation sections in **bold** below.

PLAT DOCUMENTATION

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Proposed Preliminary/Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat
- ___ 6) 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) Sidewalk Exhibit and/or cross sections of proposed streets
- ___ 8) Proposed Infrastructure List, if applicable

SUPPORTIVE DOCUMENTATION

- ___ 9) Letter of authorization from the property owner if application is submitted by an agent
- ___ 10) Letter describing, explaining, and justifying the request per the criteria in IDO 14-16-6-6(K)(3)
- ___ 11) Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- ___ 12) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer

PUBLIC NOTICE DOCUMENTATION

- ___ 13) Required Content of Notice at Submittal per IDO Section 14-16-6-4(K)(1)
 - ___ Office of Neighborhood Coordination notice inquiry response
 - ___ Completed notification form(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
 - ___ Proof of emailed notice to affected Neighborhood Association representatives
- ___ 14) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

_ MINOR AMENDMENT TO PRELIMINARY PLAT

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 to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Letter of authorization from the property owner if application is submitted by an agent
- ___ 6) Proposed Amended Preliminary Plat and/or Grading and Drainage Plan
- ___ 7) Original Preliminary Plat and/or Grading and Drainage Plan
- ___ 8) Infrastructure List, if applicable
- ___ 9) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

FORM S: PRE-APPROVALS/SIGNATURES

Please refer to the DHO public meeting schedule for meeting dates and deadlines. Your attendance is required.

Legal Description & Location: Lot 17 and Westerly Portion of Lot 16, Land of Raymond Ortiz
located at 1825 Patrick Place NW

Job Description: Prelim. / Final Minor Subdivision Plat to adjust interior lot line between two existing lots.
DHO Right-of-Way Width Determination [PR-2022-006674]

Hydrology:

- Grading and Drainage Plan Approved NA
- AMAFCA Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA
- MRGCD Approved NA

 8/31/2023
 Hydrology Department Date


Transportation:

- Traffic Circulations Layout (TCL) Approved NA
- Traffic Impact Study (TIS) Approved NA
- Neighborhood Impact Analysis (NIA) Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA

 8/31/2023
 Transportation Department Date

Albuquerque Bernalillo County Water Utility Authority (ABCWUA):

- Availability Statement/Serviceability Letter Approved NA
- ABCWUA Development Agreement Approved NA
- ABCWUA Service Connection Agreement Approved NA

 9/25/2023
 ABCWUA Date

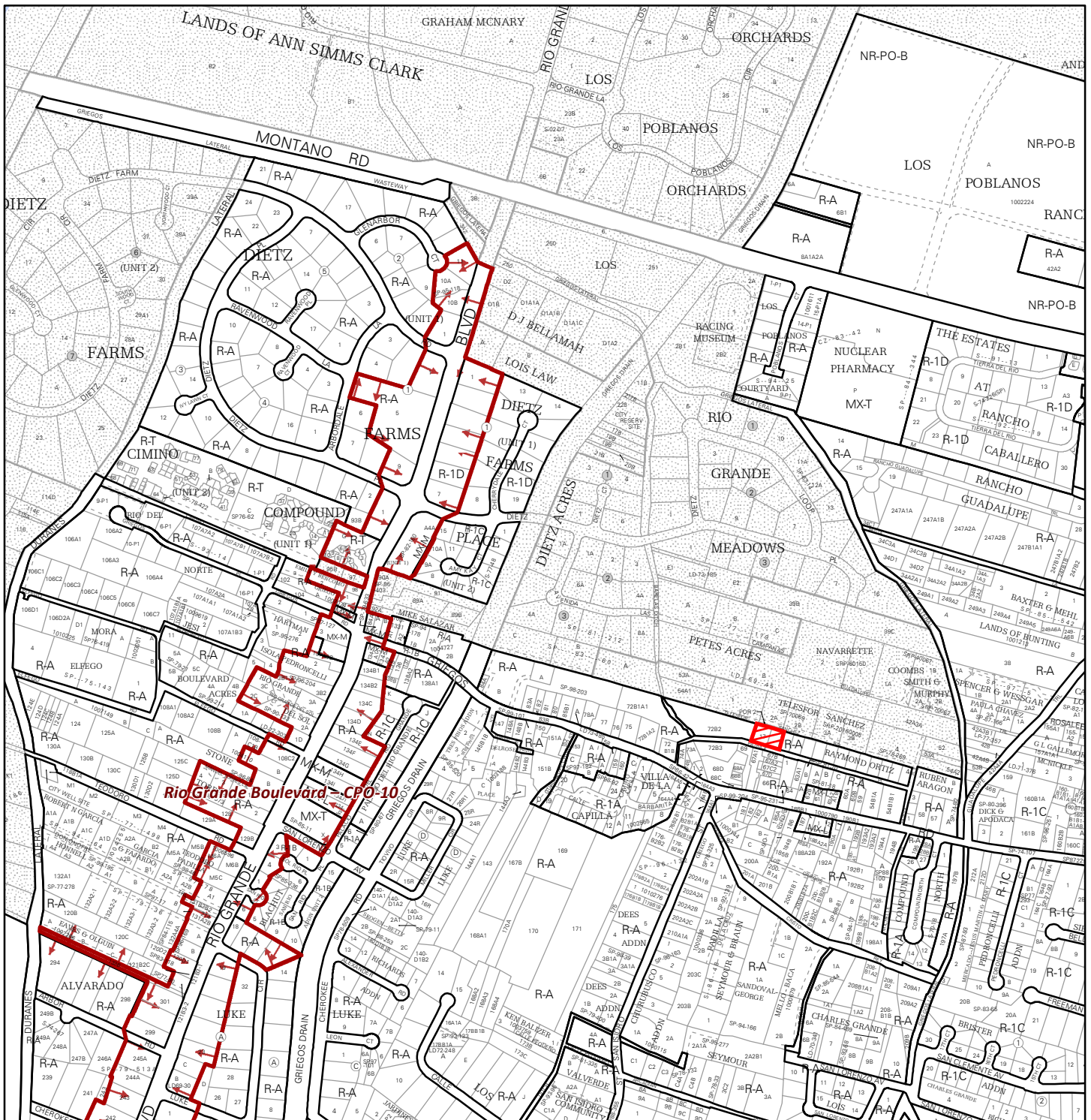
- Infrastructure Improvements Agreement (IIA*) Approved
- AGIS (DXF File) Approved
- Fire Marshall Signature on the plan Approved

Signatures on Plat

- Owner(s) Yes
- City Surveyor Yes
- AMAFCA** Yes NA
- NM Gas** Yes
- PNM** Yes
- COMCAST** Yes
- MRGCD** Yes NA

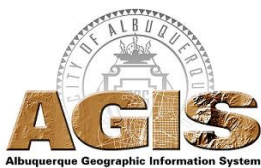
* Prior to Final Plat submittals and/or Final Site Plan approval submittals (include a copy of the recorded IIA)

** Signatures required for **Final Plat** application and not required for **Preliminary Plat** application

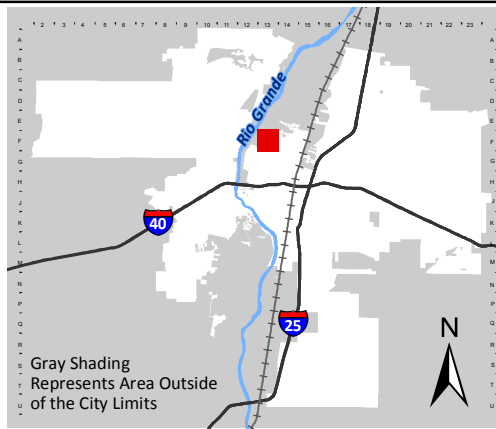


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018

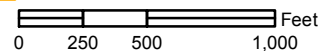


IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Zone Atlas Page:
F-13-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



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

January 26, 2024

Development Facilitation Team
City of Albuquerque

Re: Amendment to Preliminary / Final Plat Review for Proposed Lot 16-A and 17-A, Land of Raymond Ortiz

Members of the Board:

Cartesian Surveys is acting as an agent for Holly Arroyo, and we request an amendment to the approved preliminary / final plat review of our minor subdivision to adjust the interior lot line between two existing lots, being Lots 16 and 17, of Land of Raymond Ortiz, to create two new lots. The properties are both developed as residences, and are located at 1825 Patrick Place NW. The property is currently zoned as R-A (Rural and Agricultural).

Variances from the Zoning Hearing Examiner were provided for these subject lots, approved on November 21, 2023 under VA-2023-00282 thru -00286, all of which had a date of decision of December 6, 2023.

We also requested a determination from right-of-way width we would like reaffirmed. A waiver from sidewalk construction along Patrick Avenue NW, the southerly right-of-way adjoining our subject lots was approved and is noted on our plat.

A sketch plat review for this replat was held on March 9, 2022 under PR-2022-006674 / PS-2022-00034, and a final plat hearing was held on January 10, 2024 under SD-2023-00197. The comments from that hearing are addressed below:

ABCWUA

1. Availability Statement #230830 has been requested and is in review. The statement will set the criteria for service. An executed statement must be obtained prior to approval.

Noted, statement 230830 has been provided, dated 11/30/23. Client is in discussions with ABCWUA about separation of services.

2. Plat:

a. Separate accounts shall be established for those proposed lots containing the existing dwellings prior to approval. Separate water and sanitary sewer services shall also be installed for the lots with existing dwellings prior to approval. Confirmation of both the separate accounts and separate services is required prior to plat approval.

3. For information only:

a. Property is within Established Service Area.

b. Pro-Rata is not Owed

Noted

1. No objection to sidewalk waiver

Noted

Code Enforcement

1. Lot 17-A: Lot Width required is 75 ft per Table 5-1-1 for RA-zone.
 - Lot 17-A Deviation of 4.2 feet proposed for width of Lot 17-A is recommended for approval.

2. Lot 16-A: Lot Width required is 75 ft per Table 5-1-1 for RA-zone. This lot appears to be legally nonconforming as to size, with an existing structure that also appears to be legally non-conforming. This would qualify for exceptions allowed under IDO 6-8(E), Non-Conforming Lots, and appears to meet the following requirement:
6-8(E)(2)(a) Complies with the dimensional standards for the zone district where the lot is located to the maximum extent practicable.
The Width is significantly less than the required 75 feet, and the proposed width reduces the extent of the existing non-conformity by both extending the width and taking the lot line outside of the existing structure.

3. Lot 17-A Deviation: Request deviation of 0.3 feet of the required 20 feet for the Front Setback of Lot 17-A, recommended for approval.

4. Lot 16-A: Deviation. Requested deviation of 0.9 feet for the West side setback of Lot 16-A. This is not required, as it is covered by Variance VA-2023-00284, allowing a reduction of 1 foot to the 10 ft Side Yard Setback of Lot 16. Deviation note should be removed and replaced with the applicable Variance note.
5. Lot 16-A East side yard setback is deficient, showing 8.4 ft of a required 10 ft setback. However, as this structure appears to be an existing nonconforming structure, the existing non-conforming side setback is allowed to continue under IDO 6-8(D) Nonconforming structures, with the following condition outlined as per IDO 6-8(D)(4), regarding future addition or enlargement:
6-8(D)(4) Setback Nonconformance
A structure nonconforming as to setback regulations cannot be added to or enlarged unless the addition conforms to all the regulations of the zone district in which the structure is located.

6. CE has no objections to the proposed Sidewalk Waiver, and no further comments.

Noted

Parks and Recreation

12-20-2023

No comments or objections to the requested sidewalk waiver and platting actions.

Noted

Hydrology

- Hydrology has no comments to the platting action.
- Hydrology defers to Code Enforcement, Planning, and Transportation for the Variances.

Noted

Transportation

1. Justifications for waiving sidewalk and allowing ROW to remain as is appear to be adequate. No objection to waiver or plat

Noted.

1. Patrick Avenue is required to meet minimum right-of-way width requirements (48-foot wide) and roadway width requirements. 5-foot sidewalk is also required along Patrick Avenue.

Noted, we provide justification letters requesting a determination for the Patrick Place Ave right-of-way width.

Planning

♣ If approved by the DHO, the AGIS office must approve the DXF file and proof of approval must be provided prior to final sign-off of the Plat.

♣ Per 6-6(L)(2)(d)(7) of the IDO, the date of the DHO approval shall be recorded on the Plat. Therefore, prior to final sign-off of the Plat, the date of the DHO approval must be added to the Plat (should the DHO approve the Plat).

♣ All standards within IDO section 5-4 Subdivision of Land and 5-4(C) Compliance with Zoning Requirements apply to platting actions.

♣ After DHO approval and final sign off, a recorded copy of the plat must be sent to the Planning Manager-Jay Rodenbeck and PLNDRS@cabq.gov (should the Plat be approved by the DHO).

Noted, see attached approval email and approval dates on plat pdf.

2.Items in Compliance

♣ The Applicant had obtained the required utility/AMAFCA, City Surveyor, Surveyor, and Property Owner signatures on the Plat.

♣ The Applicant received signatures from Hydrology, Transportation, and ABCWUA, on Form S confirming that any associated application submittals required from them have been submitted and approved.

♣ The Applicant properly notified the Neighborhood Associations sent by ONC and offered a pre-application neighborhood meeting per Table 6-1-1 of the IDO.

♣ The Applicant provided justification for the DHO Determination proposed to permit the existing 25-foot right-of-way width of Patrick Avenue NW per 6-6(P)(3) of the IDO.

Planning staff defer to Transportation staff as to if the justification criteria are adequate.

♣ The Applicant provided justification for the Sidewalk Waiver to construct a sidewalk along the frontage of the subject site along Patrick Avenue NW per 6-6(P)(3) of the IDO.

Planning staff defer to Transportation staff as to if the justification criteria are adequate.

Noted

Thank you for your time and consideration,
Ryan Mulhall

Keith J. Mallory, Manager
Dodeka, LLC
2717 San Mateo Blvd NE
Albuquerque, NM 87199

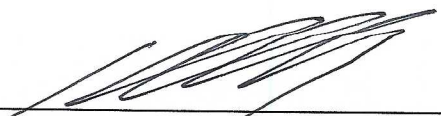
City of Albuquerque
600 2nd Street NW,
Albuquerque, NM 87102

RE: Letter of Authorization for Subdivision Plat

To whom it may concern,

I, Keith John Mallory, manager of Dodeka, LLC, do hereby give authorization to Cartesian Surveys Inc. to submit the preliminary/final plat for the proposed subdivision of Lot 17 and the westerly portion of Lot 16 of Land of Raymond Ortiz, located at 1825 Patrick Place NW, south of Telesfor Sanchez Road NW. The agent shall have the authority to submit any necessary documents for the subdivision platting action, vacation of easements or any deviations, waivers, or certificates associated with the project.

Thank You,



Keith J. Mallory, Manager
Dodeka, LLC

8-29-23
Date

Holly Arroyo
PO Box 92035
Albuquerque, NM 87199

City of Albuquerque
600 2nd Street NW,
Albuquerque, NM 87102

RE: Letter of Authorization for Subdivision Plat

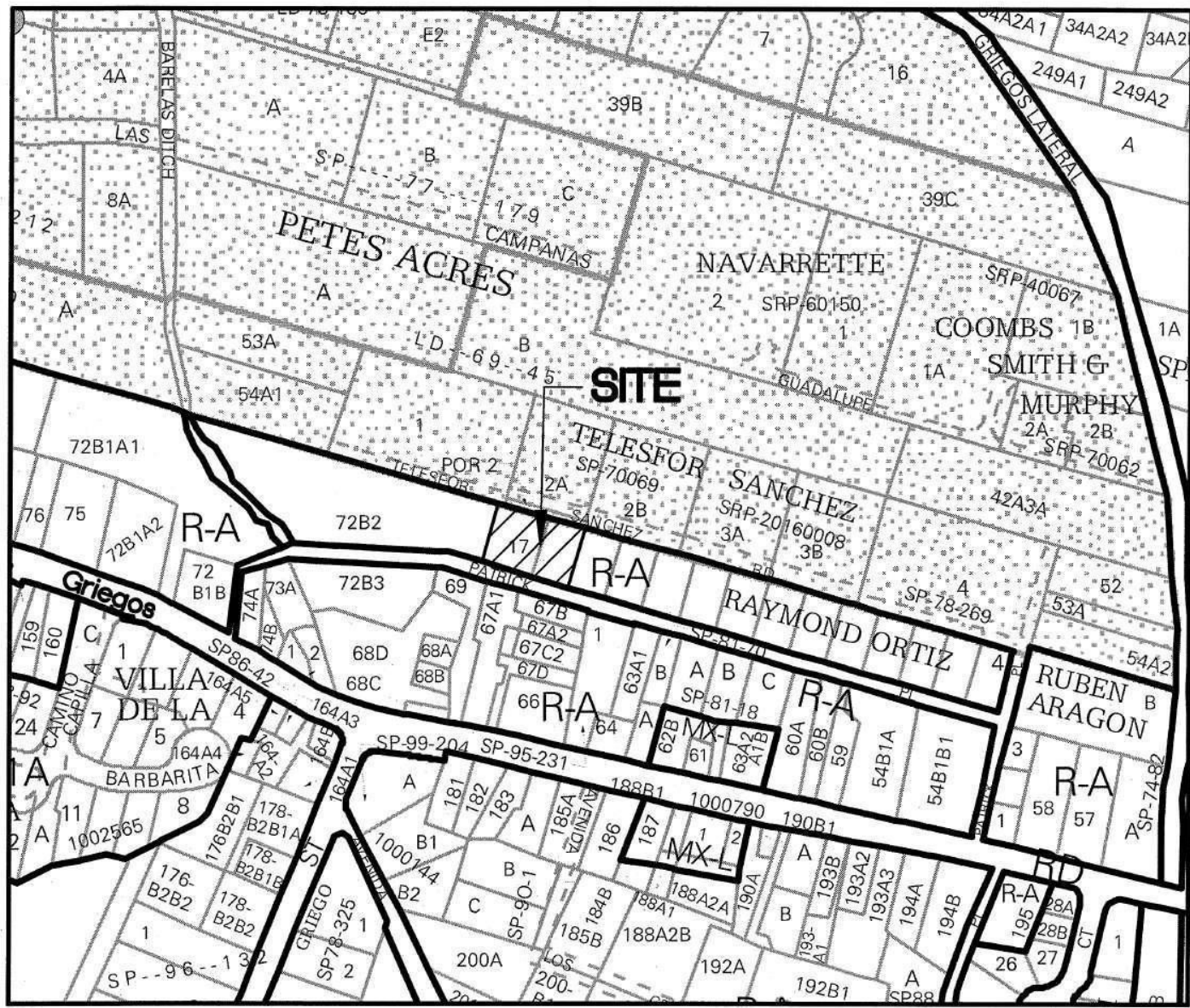
To whom it may concern,

I, Holly Arroyo, do hereby give authorization to Cartesian Surveys Inc. to submit the preliminary/final plat for the proposed subdivision of Lot 17 and the westerly portion of Lot 16 of Land of Raymond Ortiz, located at 1825 Patrick Place NW, south of Telesfor Sanchez Road NW. The agent shall have the authority to submit any necessary documents for the subdivision platting action, vacation of easements or any deviations, waivers, or certificates associated with the project.

Thank You,


Holly Arroyo

8-29-2023
Date



Vicinity Map - Zone Atlas F-13-Z

N.T.S.

Indexing Information

Section 31, Township 11 North, Range 3 East, N.M.P.M.
 as Projected into the Elena Gallegos Grant
 Subdivision: Lands of Raymond Ortiz
 Owner: Dodeka LLC
 UPC # 101306138815340948 (Lot 16)
 UPC # 101306138215540949 (Lot 17)

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND
 PAID ON UPC # 101306138815340948
101306138215540949

 PROPERTY OWNER OF RECORD

 BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for
 Lots 16-A and 17-A,
 Land of Raymond Ortiz
 Being Comprised of
 Lots 16 and 17,
 Land of Raymond Ortiz
 City of Albuquerque
 Bernalillo County, New Mexico
 January 2024**

Project Number: PR-2022-006674
Application Number: SD-2023-00197
Plat Approvals:

- Rodney P. ... Jan 22, 2024
- PNM Electric Services
- Natalia Antonie Jan 18, 2024
- Qwest Corp. d/b/a CenturyLink QC
- Jeff Estvanko Jan 22, 2024
- New Mexico Gas Company
- Mike Moras Jan 19, 2024
- Comcast

City Approvals:

Loren N. Risenhoover P.S. 1/18/2024
 City Surveyor

- _____
Traffic Engineering, Transportation Division
- _____
ABCWUA
- _____
Parks and Recreation Department
- [Signature] 1/16/2024
AMAFCA
- _____
Hydrology
- _____
Code Enforcement
- _____
Planning Department

[Signature] 1/16/2024
 MRGCD

Surveyor's Certificate

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

Brian J. Martinez 1/18/24
 BRIAN J. MARTINEZ Date
 N.M.R.P.S. No. 18374



CSI-CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896 - 3050 Fax (505) 891 - 0244
 cartesianbrian@gmail.com

Purpose of Plat

1. SUBDIVIDE AS SHOWN HEREON.
2. GRANT EASEMENT AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE. 0.3142 ACRES
 ZONE ATLAS PAGE NO. F-13-Z
 NUMBER OF EXISTING LOTS. 2
 NUMBER OF LOTS CREATED. 2
 MILES OF FULL-WIDTH STREETS. 0.0000 MILES
 MILES OF HALF-WIDTH STREETS. 0.0000 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE. 0.0000 ACRES
 DATE OF SURVEY. JUNE 2023

Flood Notes

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" WHICH IS DEFINED AS AN AREA WITH REDUCED FLOOD RISK DUE TO LEVEE AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 35001C0118G, DATED SEPTEMBER 26, 2008.

Solar Collection Note

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING 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.

Middle Rio Grande Conservancy District Approval

APPROVED ON THE CONDITION THAT ALL RIGHTS OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IN EASEMENTS, RIGHTS OF WAY, ASSESSMENTS AND LIENS, ARE FULLY RESERVED TO SAID DISTRICT, AND THAT IF PROVISION FOR IRRIGATION SOURCE AND EASEMENTS ARE NOT PROVIDED FOR BY THE SUBDIVIDER FOR THE SUBDIVISION, ADDITION, OR PLAT, SAID DISTRICT IS ABSOLVED OF ALL OBLIGATIONS TO FURNISH IRRIGATION WATERS AND SERVICES TO ANY PORTIONS THEREOF, OTHER THAN FROM EXISTING TURNOUTS.

Notes

1. FIELD SURVEY PERFORMED IN FEBRUARY 2017 AND JUNE 2023.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
4. LOT LINES TO BE ELIMINATED SHOWN HEREON AS
5. THE EASTERLY 14 FEET OF LOT 16 WERE QUITCLAIMED FOR A ROADWAY BY FORMER OWNERS TO LOT 2, LANDS OF TELESFOR SANCHEZ, BY DEED (5/21/1982, BK. 163-A, PG. 195, DOC. NO. 8226991) AND RETURNED BY THE SUCCESSORS OF LOT 2, BEING THE OWNERS OF LOTS 2-A AND 2-B, LANDS OF TELESFOR SANCHEZ, THROUGH QUITCLAIM DEED (12/20/2021, DOC. NO. 2021147914). THE EASTERLY 14 FEET WAS RETAINED AS A PRIVATE ACCESS EASEMENT, PER (12/20/2021, DOC. NO. 2021147932) AND REFILED (11/17/2022, DOC. NO. 2022100109).
6. THIS PRELIMINARY / FINAL PLAT WAS APPROVED BY THE DEVELOPMENT HEARING OFFICER FOR THE CITY OF ALBUQUERQUE AT A PUBLIC HEARING HELD ON _____, 2024.

Documents

1. TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE, HAVING FILE NO. SP000013023 AND AN EFFECTIVE DATE OF DECEMBER 29, 2016.
2. PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON OCTOBER 28, 1948 IN BOOK B, PAGE 120.
3. WARRANTY DEED FOR SUBJECT PROPERTY FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON FEBRUARY 20, 2023 AS DOCUMENT NO. 2023010024.
4. REAL ESTATE CONTRACT FOR SUBJECT PROPERTY FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON FEBRUARY 20, 2023, AS DOCUMENT NO. 2023010025.

Legal Description

LOTS NUMBERED SIXTEEN (16), AND SEVENTEEN (17), PLAT OF LAND OF RAYMOND ORTIZ, A SUBDIVISION OF A TRACT OF LAND IN SECTION 31, TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M., AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT AND DEDICATION THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 28, 1948, IN BOOK B, PAGE 120.

Easement Notes

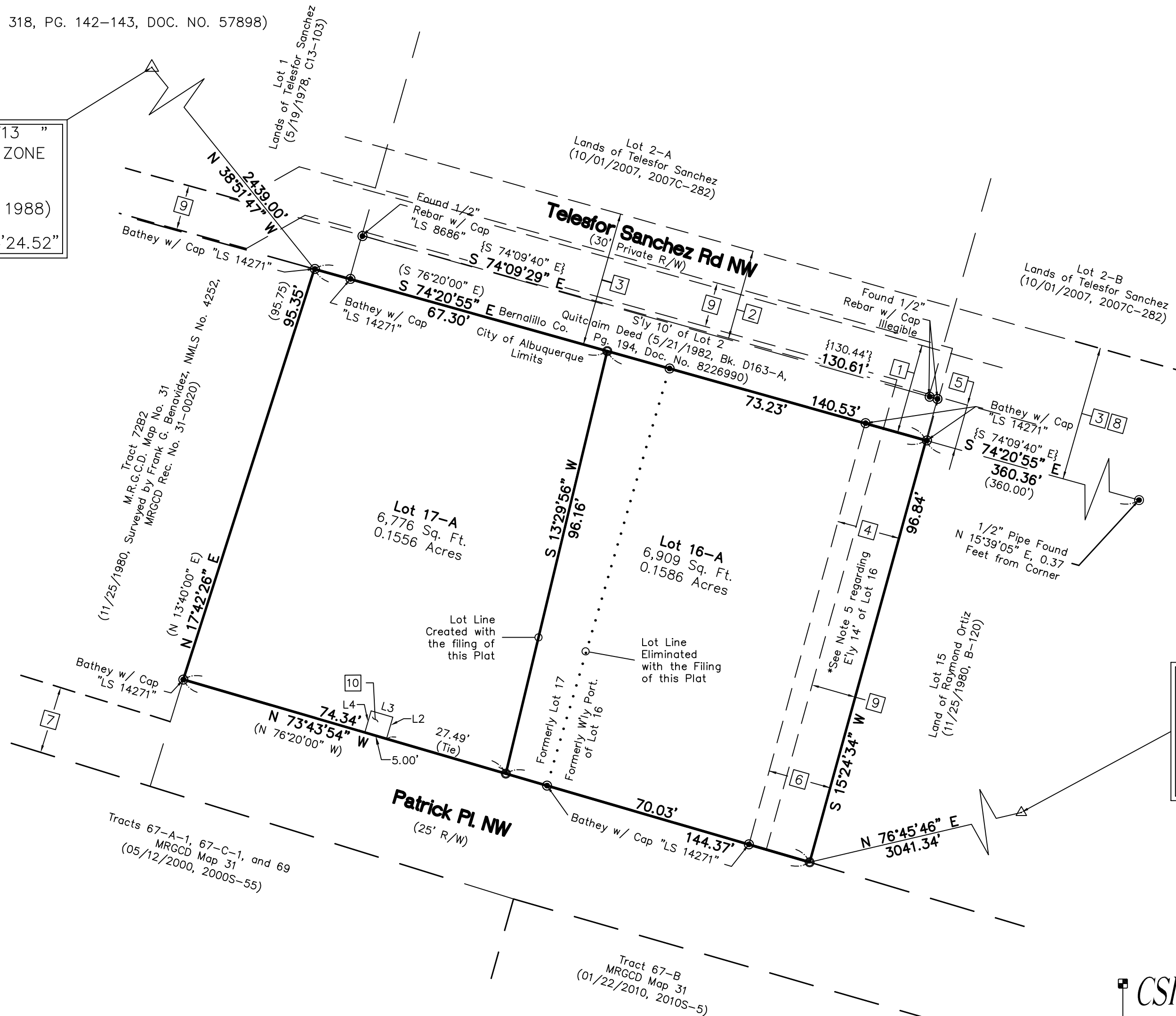
- 1 EXISTING 20' PRIVATE ACCESS EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 1-4, TELESFOR SANCHEZ (5/19/1978, C13-103) WITH ROADWAY MAINTENANCE AGREEMENT BETWEEN THE OWNERS OF LOTS 1, 2, 3 AND 4, TELESFOR SANCHEZ (3/22/2004, BK. A74, PG. 7406, DOC. NO. 2004037516) AND ALSO 20' ACCESS, PUBLIC WATER AND SEWER EASEMENT (6/6/2005, BK. A97, PG. 9709, DOC. NO. 2005079947) AND (2/2/2005, BK. A91, PG. 6027, DOC. NO. 500516086)
- 2 EXISTING 20' PUBLIC WATER & SEWER EASEMENT (10/01/2007, 2007C-282)
- 3 EXISTING 30' PRIVATE ACCESS EASEMENT BENEFITING TRACTS 2-A & 2-B AND ADJACENT PROPERTIES, MAINTAINED BY THE OWNERS OF LOTS 2-A & 2-B [20' GRANTED BY PLAT (5/19/1978, C13-103) AND 10' GRANTED BY PLAT (10/01/2007, 2007C-282)]
- 4 EXISTING 14' PRIVATE UTILITY EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS 53-A-1 AND 54-A-1 (NOW LOTS 1, 2-A, 2-B, TELESFOR SANCHEZ) (5/12/1995, BK. 95-11, PG. 6239, DOC. NO. 95047655)
- 5 EXISTING 10' GAS EASEMENT (4/27/1982, BK. MISC. 926, PG. 133, DOC. NO. 8221750)
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Plat for Lots 16-A and 17-A, Land of Raymond Ortiz Being Comprised of Lots 16 and 17, Land of Raymond Ortiz City of Albuquerque Bernalillo County, New Mexico January 2024

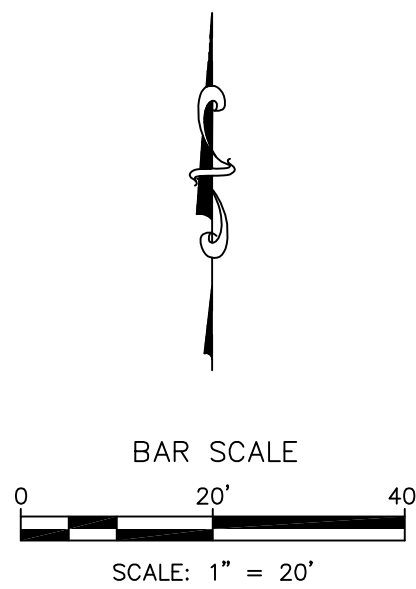
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Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
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G-G=0.999682452
Mapping Angle=-0°13'52.53"
* U.S. Survey Feet



Line Table		
Line #	Direction	Length (ft)
L2	N 16°16'06" E	5.00'
L3	S 73°43'54" E	5.00'
L4	N 16°16'06" E	5.00'

*L1 is intentionally omitted

CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244
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**Plat for
Lots 16-A and 17-A,
Land of Raymond Ortiz
Being Comprised of
Lots 16 and 17,
Lands of Raymond Ortiz
City of Albuquerque
Bernalillo County, New Mexico
January 2024**

DHO Determination from Right-of-Way Width Note

THIS PROPERTY ADJOINS AN EXISTING 25 FOOT RIGHT OF WAY PATRICK PLACE NW, WHICH IS DEFICIENT OF THE CITY REQUIRED 48 FOOT WIDTH FOR A LOCAL URBAN STREET, PER DPM STANDARDS. A DETERMINATION FROM THE DEVELOPMENT HEARING OFFICER (DHO) WAS GRANTED FROM THIS STANDARD ON JANUARY 10, 2024.

DHO Waiver from Sidewalk Note

THIS PROPERTY ADJOINS AN EXISTING 25 FOOT RIGHT OF WAY PATRICK PLACE NW, WHICH IS DEFICIENT OF THE CITY REQUIRED 5 FOOT SIDEWALK WIDTH FOR A LOCAL URBAN STREET, PER DPM STANDARDS. A WAIVER FROM THE DEVELOPMENT HEARING OFFICER (DHO) WAS GRANTED FROM THIS STANDARD ON JANUARY 10, 2024 UNDER VA-2023-00311.

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A VARIANCE FROM IDO STANDARDS, PERMITTING A VARIANCE OF 5 FEET FROM THE REQUIRED 10-FOOT TOTAL SIDE YARD SETBACK OF PROPOSED LOT 17-A, WAS APPROVED BY THE ZONING HEARING EXAMINER UNDER VA-2023-00286 ON NOVEMBER 21, 2023.

DHO Deviation Approval Notes

A DEVIATION FROM FROM IDO STANDARDS, PERMITTING A VARIANCE OF 0.9 FEET FROM THE REQUIRED 10-FOOT SIDE YARD SETBACK OF PROPOSED LOT 16-A, WAS APPROVED BY THE DEVELOPMENT HEARING OFFICER ON JANUARY 10, 2024.

A DEVIATION FROM FROM IDO STANDARDS, PERMITTING A VARIANCE OF 0.3 FEET FROM THE REQUIRED 10-FOOT FRONT YARD SETBACK OF PROPOSED LOT 17-A, WAS APPROVED BY THE DEVELOPMENT HEARING OFFICER ON JANUARY 10, 2024.

A DEVIATION FROM FROM IDO STANDARDS, PERMITTING A VARIANCE OF 4.2 FEET FROM THE REQUIRED 75-FOOT LOT WIDTH OF PROPOSED LOT 17-A, WAS APPROVED BY THE DEVELOPMENT HEARING OFFICER ON JANUARY 10, 2024.

Public Utility Easements

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

- A. 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.
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- D. 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/switchgears, 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) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC 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 AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E.. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

Keith A. Mallory 1/24/24
DATE

KEITH JOHN MALLORY, MANAGER
DODEKA, LLC, SELLER BY REAL ESTATE CONTRACT

STATE OF NEW MEXICO }
COUNTY OF Bernalillo } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON Jan. 24, 2024
BY: KEITH JOHN MALLORY, MANAGER, DODEKA, LLC

BY: *Ashley M Pendell*
NOTARY PUBLIC

MY COMMISSION EXPIRES May 16, 2025

STATE OF NEW MEXICO
NOTARY PUBLIC
ASHLEY M. PENDELL
Commission # 1046108
My Comm. Exp. May 16, 2025

Free Consent

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Holly Arroyo 1.24.24
DATE

HOLLY ARROYO, OWNER BY REAL ESTATE CONTRACT

STATE OF NEW MEXICO }
COUNTY OF _____ } SS

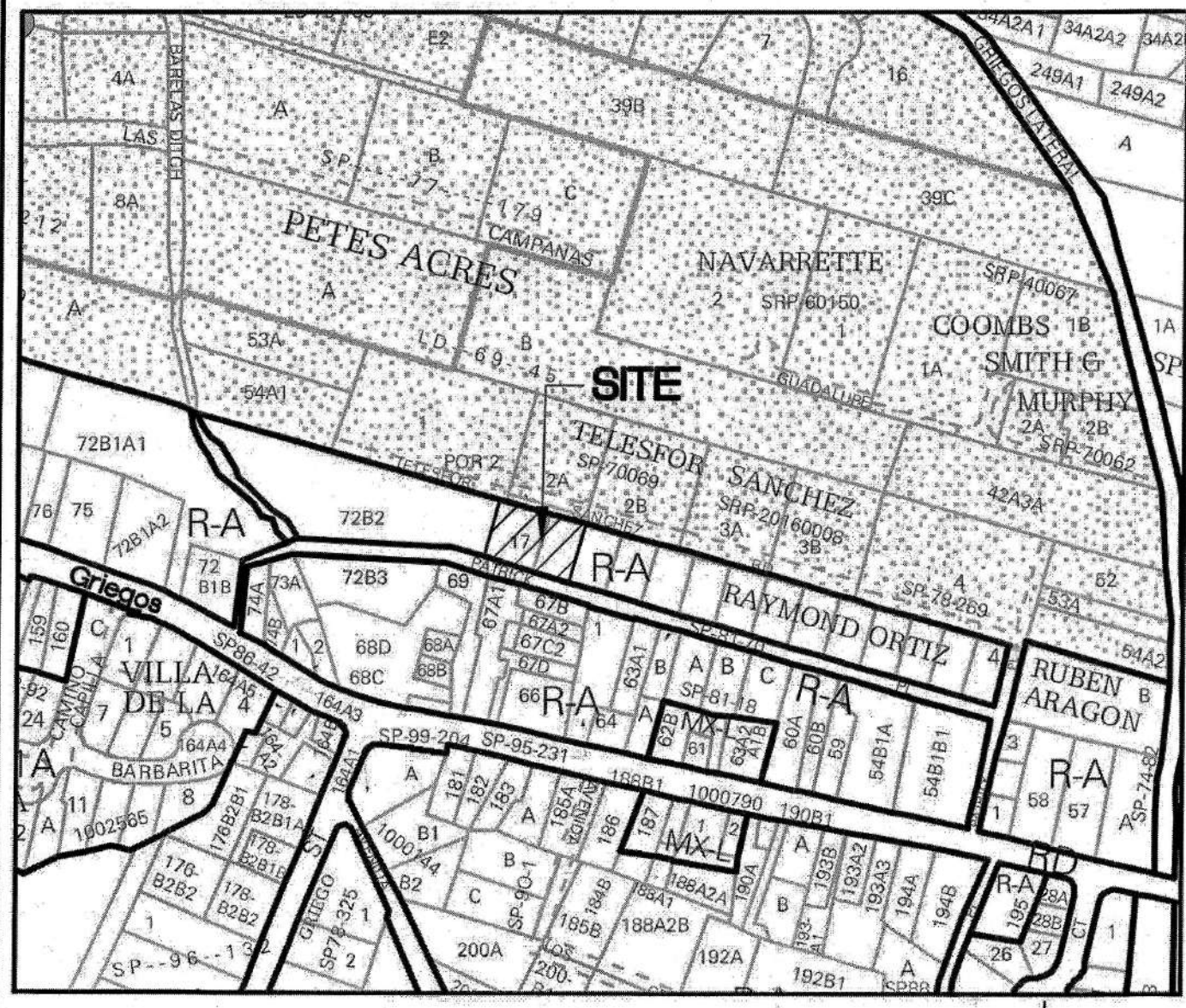
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 24th of January 2024
BY: HOLLY ARROYO, OWNER BY REAL ESTATE CONTRACT

BY: *Sean Michael Mallory*
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

STATE OF NEW MEXICO
NOTARY PUBLIC
SEAN MICHAEL MALLORY
Commission # 1122253
My Comm. Exp. 05/23/2026

CSI-CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
cartesianbrian@gmail.com



Vicinity Map - Zone Atlas F-13-Z

N.T.S.

Indexing Information

Section 31, Township 11 North, Range 3 East, N.M.P.M.
 as Projected into the Elena Gallegos Grant
 Subdivision: Lands of Raymond Ortiz
 Owner: Dodeka LLC
 UPC # 101306138815340948 (Lot 16)
 UPC # 101306138215540949 (Lot 17)

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND
 PAID ON UPC # 101306138815340948
 101306138215540949

PROPERTY OWNER OF RECORD
 BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for
 Lots 16-A and 17-A,
 Land of Raymond Ortiz
 Being Comprised of
 Lots 17 and W'ly portion of Lot 16,
 Land of Raymond Ortiz
 City of Albuquerque
 Bernalillo County, New Mexico
 July 2023**

Project Number: PR-2022-006674

Application Number: SD-2023-00197

Plat Approvals:

RJD 8/4/2023
 PNM Electric Services
Natalia Antonio Jul 23, 2023
 Qwest Corp. d/b/a CenturyLink QC
Jeff Estravino Jul 24, 2023
 New Mexico Gas Company
Mike Norrue Jul 24, 2023

City Approvals:

Loren N. Risenhoover P.S. 7/19/2023
 City Surveyor

Traffic Engineering, Transportation Division

ABCWUA

Parks and Recreation Department

AMAPCA

Hydrology

Code Enforcement

Planning Department

City Engineer

MRGCD

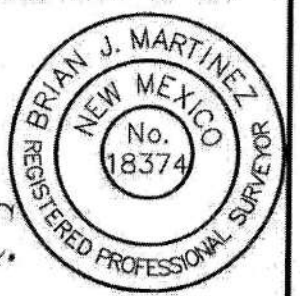
Surveyor's Certificate

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

Brian J. Martinez 8/23/23
 BRIAN J. MARTINEZ Date
 N.M.R.P.S. No. 18374

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 Phone (505) 896-3050 Fax (505) 891-0244
 cartesianbrian@gmail.com



Purpose of Plat

1. SUBDIVIDE AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE..... 0.2831 ACRES
 ZONE ATLAS PAGE NO..... F-13-Z
 NUMBER OF EXISTING LOTS..... 2
 NUMBER OF LOTS CREATED..... 2
 MILES OF FULL-WIDTH STREETS..... 0.0000 MILES
 MILES OF HALF-WIDTH STREETS..... 0.0000 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE..... 0.0000 ACRES
 DATE OF SURVEY..... JUNE 2023

Flood Notes

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" WHICH IS DEFINED AS AN AREA WITH REDUCED FLOOD RISK DUE TO LEVEE AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 35001C0118G, DATED SEPTEMBER 26, 2008.

Solar Collection Note

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING 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.

Middle Rio Grande Conservancy District Approval

APPROVED ON THE CONDITION THAT ALL RIGHTS OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT IN EASEMENTS, RIGHTS OF WAY, ASSESSMENTS AND LIENS, ARE FULLY RESERVED TO SAID DISTRICT, AND THAT IF PROVISION FOR IRRIGATION SOURCE AND EASEMENTS ARE NOT PROVIDED FOR BY THE SUBDIVIDER FOR THE SUBDIVISION, ADDITION, OR PLAT, SAID DISTRICT IS ABSOLVED OF ALL OBLIGATIONS TO FURNISH IRRIGATION WATERS AND SERVICES TO ANY PORTIONS THEREOF, OTHER THAN FROM EXISTING TURNOUTS.

Notes

1. FIELD SURVEY PERFORMED IN FEBRUARY 2017 AND JUNE 2023.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
4. LOT LINES TO BE ELIMINATED SHOWN HEREON AS

Documents

1. TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE, HAVING FILE NO. SP000013023 AND AN EFFECTIVE DATE OF DECEMBER 29, 2016.
2. PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON OCTOBER 28, 1948 IN BOOK B, PAGE 120.
3. WARRANTY DEED FOR SUBJECT PROPERTY FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON FEBRUARY 20, 2023 AS DOCUMENT NO. 2023010024.
4. REAL ESTATE CONTRACT FOR SUBJECT PROPERTY FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON FEBRUARY 20, 2023, AS DOCUMENT NO. 2023010025.

Legal Description

LOTS NUMBERED SIXTEEN (16), AND SEVENTEEN (17), EXCEPTING THE EAST 14 FEET OF SAID LOT 16, PLAT OF LAND OF RAYMOND ORTIZ, A SUBDIVISION OF A TRACT OF LAND IN SECTION 31, TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M., AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT AND DEDICATION THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 28, 1948, IN BOOK B, PAGE 120.

Easement Notes

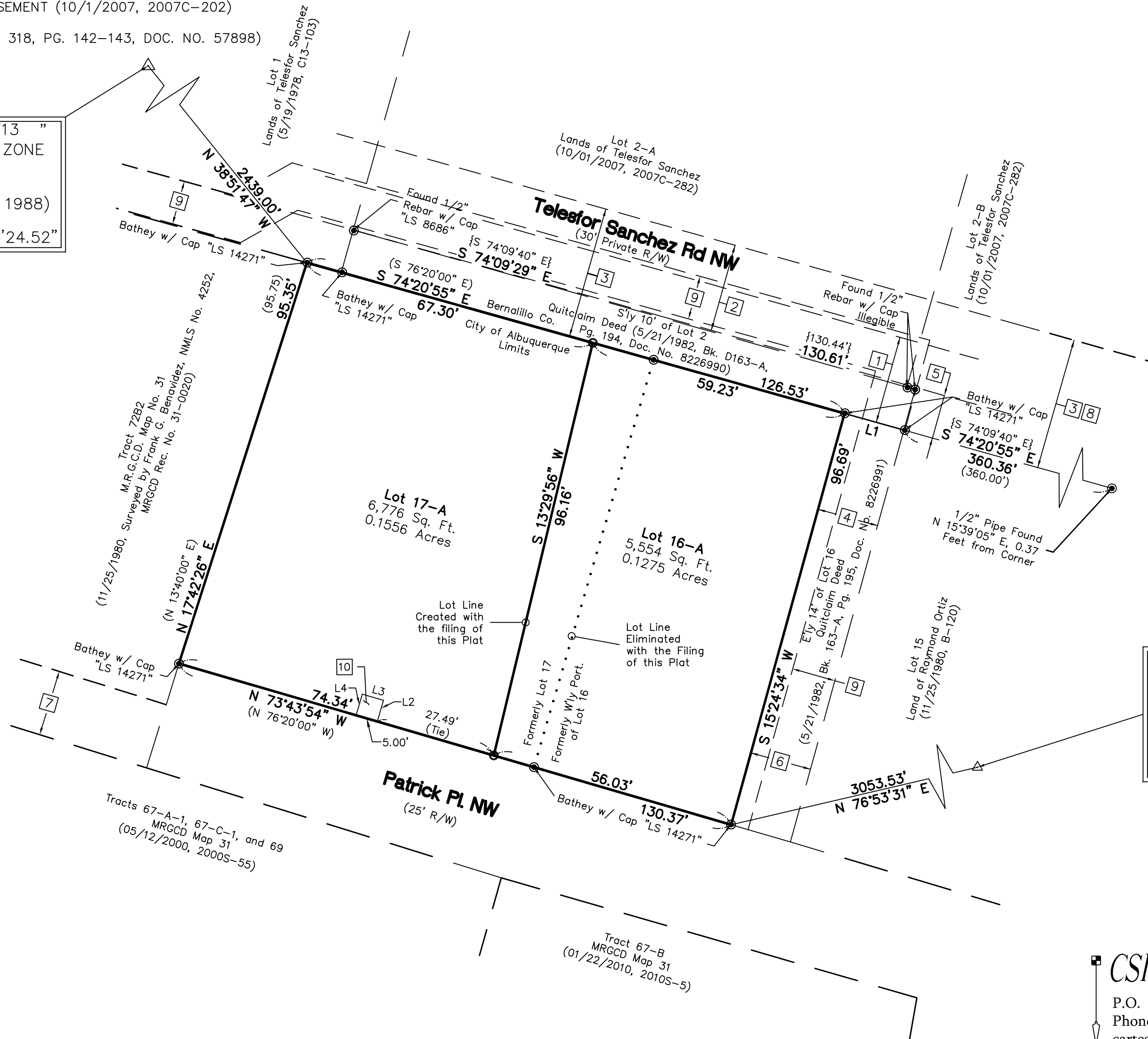
- 1 EXISTING 20' PRIVATE ACCESS EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 1-4, TELESFOR SANCHEZ (5/19/1978, C13-103) WITH ROADWAY MAINTENANCE AGREEMENT BETWEEN THE OWNERS OF LOTS 1, 2, 3 AND 4, TELESFOR SANCHEZ (3/22/2004, BK. A74, PG. 7406, DOC. NO. 2004037516) AND ALSO 20' ACCESS, PUBLIC WATER AND SEWER EASEMENT (6/6/2005, BK. A97, PG. 9709, DOC. NO. 2005079947) AND (2/2/2005, BK. A91, PG. 6027, DOC. NO. 500516086)
- 2 EXISTING 20' PUBLIC WATER & SEWER EASEMENT (10/01/2007, 2007C-282)
- 3 EXISTING 30' PRIVATE ACCESS EASEMENT BENEFITING TRACTS 2-A & 2-B AND ADJACENT PROPERTIES, MAINTAINED BY THE OWNERS OF LOTS 2-A & 2-B [20' GRANTED BY PLAT (5/19/1978, C13-103) AND 10' GRANTED BY PLAT (10/01/2007, 2007C-282)]
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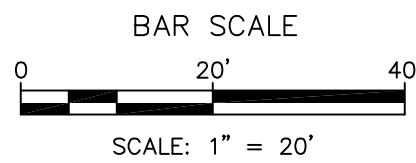
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In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

Free Consent

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E.. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

KEITH JOHN MALLORY, MANAGER
DODEKA, LLC, SELLER BY REAL ESTATE CONTRACT

DATE

STATE OF NEW MEXICO }
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20___
BY: KEITH JOHN MALLORY, MANAGER, DODEKA, LLC

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Free Consent

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E.. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

HOLLY ARROYO, OWNER BY REAL ESTATE CONTRACT

DATE

STATE OF NEW MEXICO }
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20___
BY: HOLLY ARROYO, OWNER BY REAL ESTATE CONTRACT

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
cartesianbrian@gmail.com

Sheet 3 of 3
170339B

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

October 3, 2023

Development Hearing Officer
City of Albuquerque

Re: Justifications of DHO Determinations regarding Right-of-Way Width for 1825 Patrick Avenue NW, frontage of Proposed Lot 16-A and 17-A, Land of Raymond Ortiz

Development Hearing Officers and DFT Staff:

Cartesian Surveys is acting as an agent for Holly Arroyo, and we request a preliminary / final plat review of our minor subdivision to adjust the interior lot line between two existing lots, being Lots 16 and 17, of Land of Raymond Ortiz, to create two new lots. The properties are both developed as residences, and are located at 1825 Patrick Place NW. The property is currently zoned as R-A (Rural and Agricultural).

A sketch plat review for this replat was held on March 9, 2022 under PR-2022-006674 / PS-2022-00034, which highlighted issues with the sidewalk and right-of-way width related to Patrick Place NW. So, we request a determination to allow the existing 25.0- foot right-of-way, a local urban street. See below for justification of right-of-way width.

Administrative Decision request to allow existing 25-foot right-of-way width of Patrick Avenue NW

The IDO section for determination from right-of-way width requirements, section 6-6(P)(3)(b) and 6-6(P)(3)(j), needs justification that the public welfare does not require the prescribed 48-foot right-of-way, is the right-of-way is in character at 25 feet for this area of mixed development agricultural and residential neighborhoods at the margins with Bernalillo County. Accepting this determination would maintain the cohesion of the roadway pathing for the area and neighborhood. The roadway dead ends into a privately held track with a 15-foot road easement that is not currently utilized.

So, per 6-6(P)(3)(a) widening of the right-of-way at only this location would not be desirable and would harm the public welfare as it would require substantial relocations and adjustments to public utility items (utility poles, fire hydrants, etc.). The right-of-way widening would also demolish the charming cobblestone wall for the subject property or the vegetation covered fencing and walls of neighboring properties.

So, we ask that the right-of-way width requirements of Patrick Avenue NW to be determined as non-desirable in our property's case.

Thank you for your time and consideration. Ryan Mulhall

EFFECTIVE JANUARY 2014, TILA HAS PLACED RESTRICTIONS ON SELLER FINANCING. THESE RESTRICTIONS APPLY TO TRANSACTIONS SECURED BY A DWELLING. CONSULT WITH A REAL ESTATE ATTORNEY IF NECESSARY, TO DETERMINE THE APPLICABILITY OF THESE PROVISIONS TO THIS TRANSACTION AND IF APPLICABLE, TO ENSURE THAT THEY ARE IN COMPLIANCE.

THIS FORM DOES NOT CONTAIN DISCLOSURES REQUIRED BY FEDERAL RESERVE REGULATION Z AND CONSUMER PROTECTION ACT "TRUTH IN LENDING." (TILA) USE THIS FORM ONLY IN CONJUNCTION WITH ANOTHER INSTRUMENT INCORPORATING THE REQUIRED DISCLOSURES OR FOR TRANSACTIONS EXEMPT FROM SAID ACTS.

13840

REAL ESTATE CONTRACT

THIS CONTRACT IS MADE in triplicate this 30TH day of DECEMBER, 2022, by and between DODEKA, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY whose address is 2717 SAN MATEO BLVD. NE, ALBUQUERQUE, NM 87110 hereinafter called the Seller, and HOLLY ARROYO, AN UNMARRIED WOMAN whose address is PO BOX 92035, ALBUQUERQUE, NM 87199 hereinafter called the Purchaser. Whenever a masculine pronoun is used, it shall also be considered as referring to the female gender and plural pronouns, whichever is proper.

1. SALE: The Seller, in consideration of the promises and agreements herein made by the Purchaser, agrees to sell and convey to the Purchaser the following described real estate, hereinafter called the Property, in the County of BERNALILLO and State of New Mexico:

PROPERTY ADDRESS: 1825 PATRICK PL. NW, ALBUQUERQUE, NM 87107

LOTS NUMBERED SIXTEEN (16) AND SEVENTEEN (17) OF THE PLAT OF LAND OF RAYMOND ORTIZ, A SUBDIVISION OF A CERTAIN TRACT OF LAND IN SECTION 31, TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M. AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT AND DEDICATION THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, OCTOBER 28, 1948.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD AND TO TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS THEREAFTER.

PURCHASERS ARE ACQUIRING THIS PROPERTY AS AN INVESTMENT.

The Seller agrees, upon completion of all terms and conditions of this contract by the Purchaser, that the Purchaser shall then receive the Warranty Deed and related documents placed in escrow with this Contract.

2. PRICE AND PAYMENT: The Purchaser agrees to buy the above-described Property and to pay Seller therefore the total sum of

TWO HUNDRED FORTY-ONE THOUSAND ONE HUNDRED SEVENTY-EIGHT AND 43/100 Dollars (\$241,178.43), payable as follows: ZERO Dollars (\$ 0.00),

cash down payment, the receipt of which is hereby acknowledged, and the balance of _____

TWO HUNDRED FORTY-ONE THOUSAND ONE HUNDRED SEVENTY-EIGHT AND 43/100 Dollars (\$241,178.43), payable as follows:

\$241,178.43 THE AMOUNT OF THIS REAL ESTATE CONTRACT, WHICH PURCHASER AGREES TO PAY IN MONTHLY INSTALLMENTS IN THE AMOUNT OF \$2,480.79 EACH, OR MORE AT PURCHASERS OPTION, INCLUDING INTEREST ON THE UNPAID PRINCIPAL BALANCE AT THE RATE OF 12% PER ANNUM, COMMENCING FEBRUARY 1, 2023, AND ON THE 1ST DAY OF EACH MONTH THEREAFTER UNTIL PAID IN FULL.

A LATE CHARGE OF \$250.00 IS DUE IF ANY PAYMENT IS FIFTEEN (15) DAYS PAST DUE. THE TIME PERIOD BEFORE THE LATE CHARGE BECOMES DUE, SHALL NOT BE CONSIDERED A GRACE PERIOD.

PRIOR INSPECTION BY PURCHASER OF PROPERTY (INCLUDING IMPROVEMENTS) AND ACCEPTANCE "AS IS" AND "WITH ALL FAULTS." SELLERS HAVE AFFORDED THE PURCHASER WITH THE OPPORTUNITY TO INSPECT THE PROPERTY (INCLUDING ANY IMPROVEMENTS), AND PURCHASER HAS INSPECTED THE PROPERTY (AND INCLUDING ANY IMPROVEMENTS) TO SUCH EXTENT AND DEGREE AS PURCHASERS DESIRES. PURCHASER ACCEPT THE PROPERTY (INCLUDING ANY IMPROVEMENTS) "AS IS" AND "WITH ALL FAULTS" AND ACKNOWLEDGES THAT SELLERS (INCLUDING ANY BROKER, EMPLOYEE OR AGENT REPRESENTING SELLER) HAVE MADE NO VERBAL OR WRITTEN STATEMENT, STATEMENT OF CONDITION OR REPRESENTATION OR WARRANTY WHICH IS INCONSISTENT WITH PURCHASER'S PURCHASE OF THE PROPERTY AND IMPROVEMENTS ON THE BASIS DESCRIBED HEREIN.

The payments as above provided shall be paid to the escrow agent and continue until the entire unpaid balance of the purchase price (exclusive of any prior lien or obligation being assumed) plus any accrued interest due to the seller is fully paid. Said unpaid balance shall bear interest at the rate of TWELVE

percentum (12%) per annum from the effective date DECEMBER 29, 2022.

APPLICATION OF PAYMENTS: Check and initial only one of the following two paragraphs.

(a) Payments, excepting prepayments, shall be applied to regularly scheduled installments in the order in which the same were due and shall be credited as though the payments were made on their respective due dates.

(b) Payments shall be applied as of the date of receipt by Escrow Agent first to accrued interest then to principal balance of this Contract.

Initials
LM
AS

All payments shall be assumed to be regular payments, and not prepayments, unless otherwise specified by Purchaser in writing at the time of delivering such payments to Escrow Agent. Unless otherwise provided, Purchaser may prepay the unpaid balance in whole or in part at any time. Any prepayment shall be credited first to accrued interest, then to the principal balance of this Contract exclusive of assumed liens or obligations, then to assumed liens or obligations as described in this paragraph. Notwithstanding any prepayments, Purchaser shall make the next regularly scheduled payments.

Should Purchaser fail to make any of the payments or perform any other obligations required hereunder, including the payment of any assumed obligation, and if Seller's attorney makes written demand therefore pursuant to Paragraph 5 below, the Purchaser shall pay within the time allowed the additional sum of **\$175.00**, unless otherwise stated, for Seller's attorney's fees.

The following lien(s) or obligation(s) is currently outstanding on the property:

Type of Lien or Obligation Holder	Loan Number	Recording Data: Book & Page
NONE		

IF ANY LIEN(S) OR OBLIGATION(S) IS/ARE CURRENTLY OUTSTANDING ON THE PROPERTY, CHECK AND INITIAL ONLY ONE OF THE FOLLOWING THREE PARAGRAPHS. ONLY THAT PARAGRAPH SHALL APPLY.

(a) Purchaser assumes and agrees to pay the above-mentioned prior lien(s) or obligation(s) in accordance with its/their terms. Purchaser shall make the installment payments on the prior lien(s) or obligation(s), together with installment payments on this Contract, to the Escrow Agent named below, who will remit the payments to the person or company to whom they are payable. Purchaser shall advise the Escrow Agent of any change in the amount of the payment due on any assumed obligation(s). Failure to make such payments at the time required shall be a default under this Contract. At such time as the unpaid balance of the purchase price due the seller is fully paid, this Escrow shall terminate and the purchaser shall thereafter make the installment payments on said prior lien(s) or obligation(s) directly to the person(s) or company(ies) to whom they are payable

(b) Purchaser assumes and agrees to pay the above-mentioned prior lien(s) or obligation(s) in accordance with its/their terms. Purchaser shall make the installment payments on the prior lien(s) or obligation(s) directly to the person or company to whom payable. Failure to make such payments at the time required shall be a default under this Contract.

(c) Purchaser does not assume or agree to pay the above described lien(s) or obligation(s). All payments due on such lien(s) or obligation(s) shall be remitted by the Escrow Agent to the person or company to whom they are payable out of the payments made by Purchaser. If the payments due from purchaser are insufficient to satisfy the amounts due to be made on the above-described lien(s) or obligation(s), Purchaser shall pay Escrow Agent such additional funds as are necessary to keep such lien(s) or obligation(s) current.

Should Purchaser fail to pay any such installment payments prior to the same becoming delinquent, Seller may pay the same for the protection of the Property and his interest therein. Payment by Seller shall not be deemed a waiver of Purchaser's default, and the amount so paid by Seller shall be immediately due and payable to Seller and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

3. PURCHASER TO PAY INSURANCE, TAXES AND PAVING LIENS, UTILITIES; AND SELLER'S RIGHTS:

(a) **Insurance.** The Purchaser agrees to keep the insurable improvements upon the Property insured against the hazards covered by fire and extended coverage insurance, with an insurance company satisfactory to Seller in the sum of not less than **\$232,000.00**, for the benefit of Purchaser and Seller as their interests may appear, and furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually prior to expiration of existing insurance.

(b) **Taxes.** Unless otherwise stated herein, the property taxes for the current year have been divided and prorated between Seller and Purchaser as of the date of this Contract, and the Purchaser is responsible for and will pay the taxes and assessments of every kind hereafter billed. Purchaser will have the Property assessed for taxation in purchaser's name. Upon request by Seller, Purchaser will send copies of the paid tax receipts each year to Seller.

(c) **Paving and Other Improvement Liens and Standby Charges.** Unless otherwise stated herein, the Purchaser assumes any paving and/or other improvement lien and/or standby charges now assessed against the Property and agrees to pay all installments of principal and interest thereon that hereafter become due

(d) **Utilities, Solid Waste/Waste Management, Gas, Electric and Other Usage Bills.** Unless otherwise stated herein, the property utilities, solid waste/waste management, gas, electric and other usage bills at the time of signing have to be current and up to date on this Contract, and the Purchaser is responsible for and will pay the usage bills and any assessments of every kind billed hereafter. Purchaser will have the usage bills assessed in purchaser's name. Upon request by Seller, Purchaser will send copies of the paid usage receipts each year to Seller.

(e) **Seller's Rights.** Should the Purchaser fail to pay insurance premiums, taxes and assessments, paving liens, improvement liens or standby charges, or other such matters prior to the same becoming delinquent, Seller may pay the same (but is not obligated to do so) for protection of the Property and his interest therein. Payment of such charges shall not be deemed a waiver of any default of Purchaser for failure to pay such charges, and such amounts as have been so paid shall be immediately due and payable to Seller, and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

4. PURCHASER'S RIGHT, SELLER'S RETENTION OF INTEREST:

Purchaser shall be entitled to take possession of the Property and retain possession unless and until Purchaser's interests under this Contract shall be terminated by Seller as provided in Paragraph 5 below. Legal title to the Property shall remain in Seller's name until this contract has been fully performed upon the part of Purchaser and the Warranty Deed delivered as specified.

5. SELLER'S RIGHTS IF PURCHASER DEFAULTS:

(a) **Default Notice.** Time is of the essence in this contract, meaning that the parties shall perform their respective obligations within the times stated. If Purchaser fails to make any of the payments required in Paragraph 2, herein, at the times specified, or fails or refuses to maintain insurance or to pay taxes, assessments or other charges against the Property, or fails or refuses to repay any sums advanced by the Seller under the provisions of Paragraph 3 above, the Seller may make written demand upon the Purchaser, with such notice to specify the default and the curative action required, at his address as follows:

PO BOX 92035

ALBUQUERQUE, NM 87199

or at such other address that Purchaser may designate by a notarized statement delivered to the Escrow Agent, which change of address will be effective on the seventh (7th) calendar day after receipt by the Escrow Agent.

(b) **Manner of Giving Default Notice.** Notice in writing shall be given by certified mail, return receipt requested, addressed to the Purchaser at the effective address for Purchaser as provided in Paragraph 5(a), with a copy to Escrow Agent. Purchaser expressly acknowledges that notice to him by mail, in the manner above specified, is sufficient for all purposes, regardless of whether he actually receives such notice.

(c) Purchaser's Failure to Cure Default Results in Termination of Contract or Acceleration of Entire Unpaid Balance.

If the Purchaser fails or neglects to cure any default within **THIRTY (30)** days after the date Seller's default notice is mailed, then the Seller may, at his option either declare the whole amount remaining unpaid to be then due and proceed to enforce payment of the entire remaining unpaid balance, plus any accrued interest, together with reasonable attorney's fees, or he may terminate Purchaser's rights to the Property and retain all sums paid as liquidated damages to that date for the use of the property, and all rights of Purchaser in the Property shall thereupon end. If the final day for curing the default shall fall on a Saturday, Sunday, or non-business day of the Escrow Agent, then the period for curing the default shall extend to the close of business on the next regular business day of the Escrow Agent.

Acceptance by Escrow Agent of any payment tendered shall not be deemed a waiver by Seller, or extension of the time for cure, of any other default under this Contract. In the event of termination, Purchaser hereby waives any and all rights and claims for reimbursement for improvements he may have made upon the Property.

(d) **Affidavit of Uncured Default and Election of Termination.**

A recordable affidavit made by Seller, his agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording data of this Contract and stating the date that notice was duly given as provided above, that the specified default has not been cured within the time allowed and that the Seller has elected to terminate, and delivered to the Escrow Agent shall be conclusive proof for the Escrow Agent and any subsequent Purchaser or encumbrancer for value of such uncured default and election of termination.

(e) **Purchaser Becomes Tenant.** Upon termination, Purchaser has no continuing right to possession. If Purchaser remains in possession of the Property after this Contract has been terminated as above provided, Purchaser shall then become a tenant at will, for a rental amount equivalent to the installment payment theretofore required as monthly payments under this Contract, with the first such rental payment due immediately, in advance, and such tenancy being subject to termination by either party upon thirty (30) days separate prior written notice. Seller's acceptance of such rental payment(s) shall not be deemed as any waiver of his rights, nor shall it constitute any manner of estoppel.

(f) **Legal Right to Evict Purchaser.** Forcible entry and detainer proceedings, in addition to any other appropriate legal remedies, may be utilized by the Seller if necessary to obtain possession of the Property following termination of this Contract and termination of Purchaser's continued tenancy thereafter. If such proceedings are filed, Purchaser shall be liable for Seller's reasonable attorney's fees plus the legal costs of such action.

6. **TITLE INSURANCE OR ABSTRACT:**

~~Unless otherwise provided herein, Seller is delivering a Contract Purchaser's Title Insurance Policy to Purchaser or Abstract of Title to Escrow Agent at the time this Contract is made, showing merchantable title to the Property as of the date of this Contract, subject to the matters referred to in this Contract, and Seller is not obligated to provide any other or further evidence of title.~~

7. **PURCHASER'S RIGHT TO SELL:**

(A) *First Provision:*

Purchaser shall be entitled to sell, assign, convey or encumber his entire interest in this Contract (but not a portion thereof) and the Property to any person entity, hereinafter called Assignee, and may retain a security interest therein, without obtaining the consent or approval of the Seller. The Purchaser shall not, however, be released from his obligations hereunder by any such sale, assignment, conveyance or encumbrance. In the event Purchaser does sell, assign, convey or encumber said interest, the Purchaser, his Assignee, or any subsequent Assignee shall deliver a copy of such written sale, assignment, conveyance or encumbrance document to Escrow Agent.

Such sale, assignment, conveyance or encumbrance document shall specify the address of the Assignee and upon receipt of such document by the Escrow Agent, Seller shall only be required to send notice of default to the most recent Assignee who has given notice of such sale or assignment and his address to the Escrow Agent as provided herein. If such document is not received by the Escrow Agent, any notice of default need be sent only to the last person or entity and address for which written notice has been provided to the Escrow Agent as provided herein.

(B) *Special Alternative Provision:*

CAUTION: THE FOLLOWING PROVISION SEVERELY RESTRICTS THE RIGHT OF PURCHASER TO SELL, ASSIGN, CONVEY OR ENCUMBER THIS CONTRACT AND THE PROPERTY. If the parties wish to invoke this provision, they should check the box as indicated and each initial as provided. If the Special Alternative Provision is elected, the First Provision does not apply.

A Transfer without payment of the Balance Due to Seller will require obtaining the prior written consent of Seller, which Seller will not unreasonably withhold. A transfer without payment of the Balance Due to Seller, and without the prior written consent of Seller, will be an event of default for which Seller will have the right to send a Default Notice pursuant to Paragraph 5 and to demand payment of the Balance Due to Seller.

Caution: If the Property is subject to any prior mortgage(s), Deed(s) or Trust or Real Estate Contract(s), then the provisions thereof should be examined carefully for any conflict with the above clause.

8. **BINDING EFFECT:** This Contract shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties to this Contract.

9. **APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT:**

The parties hereby appoint as Escrow Agent:

AMERICAN ESCROW COMPANY

2717 SAN MATEO BLVD. NE

ALBUQUERQUE, NM 87110

The following papers are herewith placed in escrow:

- 1. Signed copy of this Contract.
- 2. Original Warranty Deed signed by Seller.
- 3. Original Special Warranty Deed signed by Purchaser.
- 4. _____

Add the following information, if applicable:

Name and address of mortgagee:

Loan No. _____

Name and address of Escrow Agent under any other contract on the Property:

(a) The fee(s) of the Escrow Agent shall be paid as follows: **PURCHASER IS RESPONSIBLE FOR ALL ESCROW FEES.**

If such fee(s) is/are paid wholly or in part by Purchaser, such amount shall be in addition to the amounts due from Purchaser as provided in Paragraph 2, herein. The Escrow Agent is instructed to accept all monies paid in accordance with this Contract and remit the money received (less applicable escrow fees) as follows: **TO SELLERS AS SELLERS SHALL DIRECT.**

- (b) All payments shall be deemed provisionally accepted when tendered, subject to determination by the Escrow Agent of the correct amount and its timeliness.
- (c) Upon full payment of all amounts due and owing to the Seller under this Contract by the Purchaser, the Escrow Agent is directed to release and deliver the escrow documents to the Purchaser.
- (d) If the Seller or his agent delivers an Affidavit of Uncured Default and Election of Termination (as described in Paragraph 5 above) to the Escrow Agent, then the Escrow Agent shall release and deliver the escrow documents to the Seller. The Escrow Agent shall be entitled to rely on such Affidavit as conclusive proof of termination.
- (e) The Escrow Agent is instructed that after each and every written demand is mailed to the Purchaser, pursuant to Paragraph 5 above, and a copy thereof is furnished to the Escrow Agent, not to accept less than the full amount of the sum stated as due in the written demand, plus the additional **\$175.00**, unless otherwise stated, for the Seller's attorney's fees.
- (f) The Escrow Agent is entitled to charge its standard fees current as of the date the service is rendered, but all changes shall become effective only after sixty (60) days written notice to the party or parties paying the fee of the Escrow Agent.
- (g) Seller and Purchaser will each indemnify and save harmless the Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with this Contract, including any interpleader or declaratory judgment action brought by Escrow Agent, but excepting failure of the Escrow Agent to comply with this Paragraph 9.
- (h) The Escrow Agent shall have the right to resign as Escrow Agent under this Contract by giving the parties sixty (60) days written notice of intent to resign. The parties shall thereupon mutually select a successor Escrow Agent and give written notice to the Escrow Agent of such selection. If the parties fail, for any reason, to mutually select a successor Escrow Agent and give Escrow Agent written notice of such selection within sixty (60) days after mailing by the Escrow Agent of notice of intent to resign as aforesaid, then the Escrow Agent may select the successor Escrow Agent. Delivery by the Escrow Agent to the successor Escrow Agent of all documents and funds, after deducting therefrom its charges and expenses, shall relieve the Escrow Agent of all liability and responsibility for acts occurring after the date of the assignment in connection with this Contract.

10. **SEVERABILITY CLAUSE:** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of the remainder of this Contract.
 The parties have signed and acknowledged this Contract effective as of the date stated at the beginning of this Contract.

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

SELLER

KEITH JOHN MALLORY, OWNER/MANAGER

PURCHASER

HOLLY ARROYO

SANDRA LYNN MALLORY, OWNER/MANAGER

**STATE OF NEW MEXICO
 NOTARY PUBLIC
 SEAN MICHAEL MALLORY
 Commission # 1122253
 My Comm. Exp. 05/23/2026**

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
 COUNTY OF BERNALILLO } ss.

This instrument was acknowledged before me on December 30th, 2022
 (DATE)
 by KEITH JOHN MALLORY AND SANDRA LYNN MALLORY, OWNER/MANAGERS OF DODEKA, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY
 My commission expires: 5-23-26

 NOTARY PUBLIC *Sean Michael Mallory*

STATE OF NEW MEXICO }
 COUNTY OF BERNALILLO } ss.

This instrument was acknowledged before me on 30th of December, 2022
 (DATE)
 by HOLLY ARROYO
 My commission expires: 5-16-25

 NOTARY PUBLIC *Ashley M Pendell*

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO }
 COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____, 20____
 (DATE)
 by _____ of _____
 (NAME OF OFFICER) (TITLE OF OFFICER) (CORPORATION ACKNOWLEDGING)
 a _____
 (STATE OF INCORPORATION)

**STATE OF NEW MEXICO
 NOTARY PUBLIC
 ASHLEY M PENDELL
 Commission # 1046108
 My Comm. Exp. May 16, 2025**

The Corporation (or Association) has no Corporate seal
 My commission expires: _____
 NOTARY PUBLIC

RECEIPT AND ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby acknowledges receipt of the following documents in regard to the above-captioned Escrow Contract:

- ____ (a) Escrow Set-Up fee in amount of \$ _____
- ____ (b) Signed copy of this Contract
- ____ (c) Warranty Deed
- ____ (d) Special Warranty Deed
- ____ (e) _____
- ____ (f) _____
- ____ (g) _____

 ESCROW AGENT
 By: _____

Date: _____, 20

13840-1

WARRANTY DEED

INDIGO RIDGE CONSTRUCTION, INC., A NEW MEXICO CORPORATION

_____ , for consideration paid, grant _____

to DODEKA, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

whose address is 2717 SAN MATEO BLVD. NE, ALBUQUERQUE, NM 87110

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

PROPERTY ADDRESS: 1825 PATRICK PL. NW, ALBUQUERQUE, NM 87107

LOTS NUMBERED SIXTEEN (16) AND SEVENTEEN (17) OF THE PLAT OF LAND OF RAYMOND ORTIZ, A SUBDIVISION OF A CERTAIN TRACT OF LAND IN SECTION 31, TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M. AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT AND DEDICATION THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, OCTOBER 28, 1948.

SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD AND TO TAXES FOR THE CURRENT YEAR AND SUBSEQUENT YEARS THEREAFTER.

with warranty covenants.

Witness _____ hand _____ and seal _____ this 29th day of December, 2022



HOLLY ARROYO, PRESIDENT

(Seal)

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

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

This instrument was acknowledged before me on _____, 20__.

by _____

My commission expires:
(Seal)

NOTARY PUBLIC

FOR RECORDER'S USE ONLY

ACKNOWLEDGMENT FOR CORPORATION

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

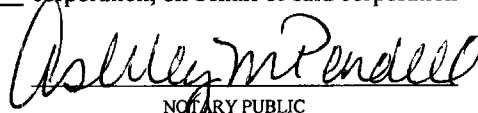
This instrument was acknowledged before me on 29th of December, 2022

by HOLLY ARROYO (NAME OF OFFICER)

PRESIDENT of INDIGO RIDGE CONSTRUCTION, INC. (TITLE OF OFFICER) (CORPORATION ACKNOWLEDGMENT)

a NEW MEXICO corporation, on behalf of said corporation (STATE OF INCORPORATION)

My commission expires: 5.16.25 (Seal)


NOTARY PUBLIC

STATE OF NEW MEXICO
NOTARY PUBLIC
ASHLEY M PENDELL
Commission # 1046108
My Comm. Exp. May 16, 2025

QUITCLAIM DEED

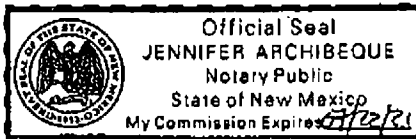
MICHAEL P. LOVEN and SUSAN M. LOVEN, husband and wife, and STEPHANIE K. DEMERS and PAUL M. DEMERS, wife and husband, as successors in interest to ownership of Lot 2, for good and valuable consideration received, quitclaim to the ESTATE OF JOSEPHINE CHAVEZ, deceased, the following described property located in Bernalillo County:

The East Fourteen (14') feet of Lot 16, Lands of Raymond Ortiz, a Subdivision of a tract of land in Section 31, Township 11 North, Range 3 East, N.M.P.M., as the same is shown and designated on the plat and dedication thereof filed in the Office of the County Clerk of Bernalillo County, New Mexico on October 28, 1948.

WITNESS our hands this 16 day of ~~January~~ ^{February} 2021.

MICHAEL P. LOVEN

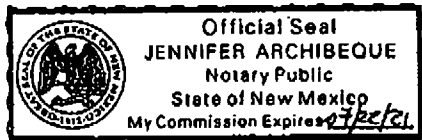
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)



This instrument was acknowledged before me on February 16, 2021 by MICHAEL P. LOVEN.

Notary Public

My Commission Expires: July 27, 2021



SUSAN M. LOVEN

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

This instrument was acknowledged before me on February 16, 2021 by SUSAN M. LOVEN.

Notary Public

My Commission Expires: July 27, 2021

Stephanie K. Demers
STEPHANIE K. DEMERS

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

This instrument was acknowledged before me on December 15, 2021 by
STEPHANIE K. DEMERS.

Joseph L. Werntz
Notary Public

My Commission Expires: 10-20-25



OFFICIAL SEAL
JOSEPH L. WERNTZ
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 10-20-25

Paul M. Demers
PAUL M. DEMERS

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

This instrument was acknowledged before me on December 15, 2021 by
PAUL M. DEMERS.

Joseph L. Werntz
Notary Public

My Commission Expires: 10-20-25



OFFICIAL SEAL
JOSEPH L. WERNTZ
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 10-20-25

E-recording Report of Recorded Documents

Itemized Fee View

Prepared for: Moses, Dunn, Farmer & Tuthill, P.C. (NMTQ6U)

Cost center: NMTQ6U

Report generated: 12/20/2021 03:54 PM MST

Documents

Recorded

NAME	TYPE	PG	ENTRY	RECORD DATE	AMT	SF	SALES TAX	TOTAL PROCESSED
Bernalillo County, NM								
Dec 20, 2021								
LOW05/001 Quitclaim Deed 2			Quitclaim Deed 2 LOW05/001					
Quitclaim Deed 2	QuitClaimDeed	2	E 2021147914	12/20/2021 03:45 PM MST	Recording Fee 25.00	Submission Fee 10.00	SalesTax on Submission Fee 0.79	35.79 12/20/2021
					25.00	10.00	0.79	35.79
					25.00	10.00	0.79	35.79
Totals for Bernalillo County, NM					25.00	10.00	0.79	35.79

Recording Fee

Totals

COUNTY	RECORD DATE	AMT	SF	SALES TAX	TOTAL
Bernalillo County, NM	12/20/2021	25.00	10.00	0.79	35.79
Totals for Bernalillo County, NM		25.00	10.00	0.79	35.79
Total of All Recording Fees		25.00	10.00	0.79	35.79

Document Count: 1

Package Count: 1

Questions Contact:

Simplifile Support 800.460.5657, option 3

5072 North 300 West

Provo, UT 84604