

AGREEMENT AND COVENANT

City Project No. 7910.82

PASEO MARKET PLACE

This Agreement and Covenant ("Agreement"), between the City of Albuquerque, New Mexico ("City") and CAMEL ROCK DEVELOPMENT, LLC ("User"), is made in Albuquerque, New Mexico, and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk, State of New Mexico.

1. Recital. The User is the owner of certain real property ("User's Property") located at SAN PEDRO DRIVE & PASEO DEL NORTE BLVD., in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information) LOTS 5-A; 28 THRU 31, AND EAST PORTION OF LOT 32, BLK. 11, TR. A, UNIT A, NORTH ALB. ACRES and is attached as **Exhibit A**.

The City is the owner of a certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

PUBLIC STORM DRAIN WITHIN DRAINAGE
EASEMENT

If the City's Property is an easement, then give legal description and filing information:

SEE EXHIBIT A

The User wishes to construct upon, improve or repair and to maintain the following drainage improvement ("Improvement") on the City's Property (or already has done so): CONSTRUCT STORM DRAIN MAN HOLE AND STORM DRAIN PIPE

A sketch of the proposed or existing Improvement is attached as **Exhibit B** and made a part of the Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, or modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement all in accordance with standards required by the City as per the approved Grading and Drainage Plan "PASEO MARKET PLACE, CONCEPTUAL G&D, 5/25/17" on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The

Doc# 2017088383

09/12/2017 03:12 PM Page 1 of 9
AGRE R \$25.00 Linda Stover, Bernalillo County



User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk, State of New Mexico. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice of the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk, State of New Mexico.

Cancellation of this Agreement for any reason shall not release the User from any liability or obligation relating to the installation, operation, maintenance, or removal of the Improvement or any other term of this Agreement.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

10. Notice. For purposes of giving formal written notice to the User, User's address is:

JAMES E. ACHEN
11512 BEEINGER AVE. NE
ALB. NM, 87122

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The User agrees to indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the User, its agents, representatives, contractors or subcontractors or arising from the failure of the User, its agents, representatives, contractors or subcontractors to perform any act or duty required of the User herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

USER: CAMEL ROCK DEVELOPMENT, LLC

CITY OF ALBUQUERQUE:

By [signature]: James R. Achter
Name [print]: JAMES R. ACHTER
Title: MANAGING PARTNER
Dated: 8-23-17

By: Shahab Biazar, P.E., City Engineer

Dated: 9/12/17

USER'S ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me this 23rd day of August, 2017 by [name of person:] JAMES P. ACHEN, [title or capacity, for instance, "President" or "Owner":] MANAGING PARTNER on behalf of CAMEL ROCK DEVELOPMENT, LLC.

Phillip A. Scott
Notary Public



OFFICIAL SEAL
Phillip A. Scott

NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 7/13/2019

My Commission Expires: 7/13/2019

CITY'S ACKNOWLEDGMENT

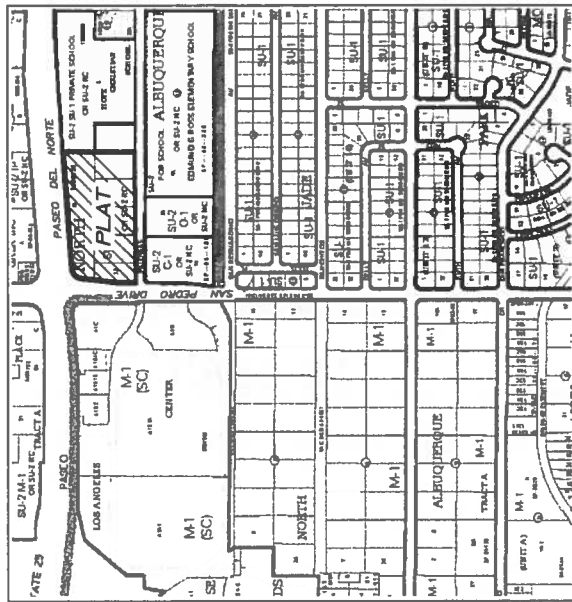
[illegible]

This instrument was acknowledged before me this 12th day of September, 2017 by Shahab Biazar, P.E., City Engineer, Planning Department, for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Charles K. Baoli
Notary Public

My Commission Expires: March 15, 2021





VICINITY MAP
Not To Scale

GENERAL NOTES

1. Bearings are grid based upon the New Mexico State Plane Coordinate System, Central Zone (NAD 83).
2. Distances are ground.
3. Record plat bearings and distances where they differ from those measured by field survey are shown in parentheses ().
4. All corners are a 5/8" rebar and cap stamped "HUGG L.S. 9720" unless otherwise indicated herein.
5. Albuquerque City Zone Atlas pages D-18.
6. Lots 1 thru 5, Paseo Marketplace shall be subject to that certain Declaration of Easements, Covenants and Restrictions, to be read concurrent with this final plat.

SUBDIVISION DATA

1. Total number of existing Lots: 6
2. Total number of Lots created: 5
3. Additional Public Right of way dedicated: 0.0394 Ac.
4. Gross Subdivision acreage: 6.7652 acres.

SHEET INDEX

- SHEET 1 OF 4 Approvals, General Notes, Etc.,
SHEET 2 OF 4 Legal Description, Free consent and dedication
SHEET 3 OF 4 Existing Plat Boundary and Vacated Easements
SHEET 4 OF 4 New Lots and Easements created

TREASURERS CERTIFICATION

This is to certify that taxes are current and paid on the following:

Bernalillo County Treasurer Date

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 ("PSC") is a New Mexico corporation authorized to construct, install, maintain, operate, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- B. 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.
- C. Qwest Corporation d/b/a CenturyLink OC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- 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, modify, renew, operate and maintain facilities for the purposes described above, together with free access to, from, and over the same, and the right to use the same for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantor, including but not limited to the right to install, maintain, operate, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services, and the right to install, maintain, operate, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services, and the right to install, maintain, operate, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.

Easements for electric transformer/switchgear, as installed, shall be a minimum of five (5) feet on each side.

DISCLAIMER
In approving this plat, Public Service Company of New Mexico ("PSC") and New Mexico Gas Company ("NMGC") do not make any warranty or representation, express or implied, that the plat is correct and that the plat does not violate 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.

PURPOSE OF PLAT:

The purpose of this Plat is to:

1. Divide Six (6) existing Lots into Five (5) new Lots as shown hereon.
2. Grant the New Public and Private Easements as shown hereon.
3. Dedicate the additional Public street right of way as shown hereon.
4. Show the Public and Private Easements VACATED BY 1708B-1866-3
5. Show the existing Public street right of way which was previously conveyed to the City of Albuquerque by Warranty Deed as noted on sheet 3.

SURVEYORS CERTIFICATION

I, Russ P. Hugg, New Mexico Professional Surveyor Number 9750, do hereby certify that this plat is a true and correct copy of the notes of an actual ground survey performed by me or under my supervision; that it meets the Standards for Land Surveys in New Mexico; that I am a duly Licensed Professional Surveyor; that I meet the minimum requirements for surveys and monumentation as set forth in the New Mexico Statutes; that I have read the plat and believe it to be true and correct; and that it is true and correct to the best of my knowledge and belief.



Russ P. Hugg
NMP# No. 9750
February 28, 2017

PLAT OF LOTS 1 THRU 5 PASEO MARKETPLACE

(BEING A REPLAT OF LOTS 5-A: 28 THRU 31 AND EAST PORTION OF LOT 32, BLOCK 11, TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES)

SITUATE WITHIN
THE ELENA GALLEGOS GRANT

IN
PROJECTED SECTION 19
TOWNSHIP 11 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
FEBRUARY, 2017

PROJECT NUMBER 1010675

PLAT APPROVAL

UTILITY APPROVALS

[Signature]
Public Service Company of New Mexico
Date 3-3-17

[Signature]
New Mexico Gas Company
Date 3-3-17

[Signature]
Qwest CenturyLink OC
Date 5-19-17

[Signature]
Contract
Date 9/6/17

CITY APPROVALS

[Signature]
Soren P. Reinhardt P.E.
City Surveyor
Department of Municipal Development
Date 3/2/17

[Signature]
Real Property Division
Date

[Signature]
Environmental Health Department
Date

[Signature]
Traffic Engineering, Transportation Division
Date

[Signature]
ABQWMA
Date

[Signature]
Parks and Recreation Department
Date

[Signature]
City Engineer
Date

[Signature]
City Engineer
Date

[Signature]
City Engineer
Date

[Signature]
City Engineer
Date

SHEET 1 OF 4

SURVOTEK, INC.
Certifying Surveyors

6364 Valley View Drive, N.E. Albuquerque, New Mexico 87114
Phone: 505-897-3300
Fax: 505-897-3377

(BEING A REPLAT OF LOTS 5-A; 28 THRU 31 AND EAST PORTION OF LOT 32, BLOCK 11, TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES)

LEGAL DESCRIPTION

That certain parcel of land situated within the Elena Gallegos Grant in Projected Section 13, Township 11 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, containing 0.1686 acres, more or less, and designated as Lot 5-A, Block 11, Tract A, Unit A, North Albuquerque Acres as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 22, 1996, in Book 96-8, Page 5001 as Document Number 96032813, and the following two (2) courses: N 89°31'29" E, 4639.84 feet distant; Thence, N 85°03'03" E, 686.14 feet along said Southerly right of way line of Paseo del Norte to the Northeast corner of said Lot 5-A (a 5/8" Rebar and cap stamped "S.S. 10042" found in place); Thence, S 00°12'44" W, 420.23 feet to the Southeast corner of said Lot 28, Block 11, Tract A, Unit A, North Albuquerque Acres (a PK Nail found in place); said point being a point on the Northerly right of way line of Palomas Avenue N.E.; Thence along said Northerly right of way line of Palomas Avenue N.E. for the following two (2) courses: N 89°31'56" W, 750.89 feet to the Southeast corner of that portion of Lot 32, Block 11, Tract A, Unit A, North Albuquerque Acres conveyed to the City of Albuquerque by Special Warranty Deed filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 22, 1996 in Book 96-8, Page 5001 as Document Number 96032833 (a 5/8" Rebar found in place); Thence, N 89°42'19" W, 44.24 feet to the Southwest corner of said Lot 32, Block 11, Tract A, Unit A, North Albuquerque Acres; Thence, N 00°19'17" E, 234.08 feet to the Northwest corner of said Lot 32, Block 11, Tract A, Unit A, North Albuquerque Acres; Thence, S 89°39'05" E, 45.33 feet to the Northeast corner of that certain portion of Lot 32, Block 11, Tract A, Unit A, North Albuquerque Acres conveyed to the City of Albuquerque by Special Warranty Deed as Document Number 96032833, said point being the Southwest corner of said Lot 5-A, and a point on the Easterly right of way line of Palomas Avenue N.E.; Thence along said Easterly right of way line of Palomas Avenue N.E. for the following two (2) courses: N 07°20'17" E, 80.79 feet to a point of curvature (a 5/8" Rebar and cap stamped "S.S. 10042" found in place); Thence, Northeasterly, 82.11 feet on the arc of a curve to the right (said curve having a radius of 60.00 feet, a central angle of 79°24'38" and a chord which bears N 46°39'44" E, 75.85 feet) to the point of beginning of the Parcel herein described.

Said parcel contains 6.9337 acres, more or less.

LESS THAN AND EXCEPTING THEREFROM:

That certain parcel of land situated within the Elena Gallegos Grant in Projected Section 13, Township 11 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, containing 0.1686 acres, more or less, and designated as Lot 5-A, Block 11, Tract A, Unit A, North Albuquerque Acres as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 22, 1996 in Book 96-8, Page 5001 as Document Number 96032813.

Said exception parcel contains 0.1686 acres, more or less.

Total remaining Plot contains 6.7651 acres, more or less.

FREE CONSENT AND DEDICATION

SURVEYED AND REPLATED and now comprising PLAT OF LOTS 1 THRU 5, PASEO MARKETPLACE (BEING A REPLAT OF LOTS 5-A; 28 THRU 31 AND EAST PORTION OF LOT 32, BLOCK 11, TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES) SITUATE WITHIN THE ELENA GALLEGOS GRANT IN PROJECTED SECTION 13, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, and the undersigned owner(s) and proprietor(s) hereof. Sold complete and indefeasible title in fee simple to the land subdivided. Said owner(s) and proprietor(s) hereby dedicate, improve, and dedicate in fee simple with warranty covenants said owner(s) and proprietor(s) do hereby grant and the public and private easements as shown hereon. Said owner(s) and proprietor(s) do hereby consent to all of the foregoing and do hereby represent that they are so authorized to act.

OWNER(S)

LOTS 5-A AND LOTS 28 THRU 32

CAMP-ROCK DEVELOPMENT, LLC

a New Mexico limited liability company

By *James R. Achen Sr.*

James R. Achen Sr., Managing Member

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 3rd day

of MARCH, 2017, by James R. Achen Sr.

Managing Member of Camp Rock Development, LLC.

Notary Public

My commission expires 3.30.17

OFFICIAL SEAL

RUSS P. HUGG

NOTARY PUBLIC

STATE OF NEW MEXICO

My commission expires

FREE CONSENT

The subject shown hereon is, with the free consent and in accordance with the desires of the undersigned owner of public right of way as shown hereon which comprises a portion of Lot 32, Block 11, Tract A, Unit A, North Albuquerque Acres previously conveyed to the City of Albuquerque by Special Warranty Deed filed in the office of the County Clerk of Bernalillo County, New Mexico on March 22, 1996, in Book 96-8, Page 5001 as Document Number 96032813. Said owner does hereby certify that this subdivision is its free act and deed.

CITY OF ALBUQUERQUE

By: Robert J. Berry, Chief Administrative Officer, City of Albuquerque, a New Mexico Municipal Corporation

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me this _____ day of _____, 2017, Robert J. Berry, Chief Administrative Officer, City of Albuquerque, a New Mexico Municipal Corporation

Notary Public

My commission expires _____

LEGAL DESCRIPTION

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Said exception parcel contains 0.1686 acres, more or less.

Total remaining Plot contains 6.7651 acres, more or less.

FREE CONSENT AND DEDICATION

SURVEYED AND REPLATED and now comprising PLAT OF LOTS 1 THRU 5, PASEO MARKETPLACE (BEING A REPLAT OF LOTS 5-A; 28 THRU 31 AND EAST PORTION OF LOT 32, BLOCK 11, TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES) SITUATE WITHIN THE ELENA GALLEGOS GRANT IN PROJECTED SECTION 13, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, and the undersigned owner(s) and proprietor(s) hereof. Sold complete and indefeasible title in fee simple to the land subdivided. Said owner(s) and proprietor(s) hereby dedicate, improve, and dedicate in fee simple with warranty covenants said owner(s) and proprietor(s) do hereby grant and the public and private easements as shown hereon. Said owner(s) and proprietor(s) do hereby consent to all of the foregoing and do hereby represent that they are so authorized to act.

OWNER(S)

LOTS 5-A AND LOTS 28 THRU 32

CAMP-ROCK DEVELOPMENT, LLC

a New Mexico limited liability company

By *James R. Achen Sr.*

James R. Achen Sr., Managing Member

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 3rd day

of MARCH, 2017, by James R. Achen Sr.

Managing Member of Camp Rock Development, LLC.

Notary Public

My commission expires

3.30.17

OFFICIAL SEAL

RUSS P. HUGG

NOTARY PUBLIC

STATE OF NEW MEXICO

My commission expires

FREE CONSENT

The subject shown hereon is, with the free consent and in accordance with the desires of the undersigned owner of public right of way as shown hereon which comprises a portion of Lot 32, Block 11, Tract A, Unit A, North Albuquerque Acres previously conveyed to the City of Albuquerque by Special Warranty Deed filed in the office of the County Clerk of Bernalillo County, New Mexico on March 22, 1996, in Book 96-8, Page 5001 as Document Number 96032813. Said owner does hereby certify that this subdivision is its free act and deed.

CITY OF ALBUQUERQUE

By: Robert J. Berry, Chief Administrative Officer, City of Albuquerque, a New Mexico Municipal Corporation

ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me this _____ day of _____, 2017, Robert J. Berry, Chief Administrative Officer, City of Albuquerque, a New Mexico Municipal Corporation

Notary Public

My commission expires _____

DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY

a. Plat entitled "LOT 5-A, BLOCK 11, NORTH ALBUQUERQUE ACRES, TRACT A, UNIT A, WITHIN THE ELENA GALLEGOS GRANT, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, APRIL, 2007", filed in the office of the County Clerk of Bernalillo County, New Mexico, on July 25, 2007, in Plat Book 2007C, Page 197.

b. Plat entitled "TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed March 17, 1996, in Volume D, Folio 153.

c. Special Warranty Deed dated March 22, 1996, Book 96-8, Page 5001, Document No. 96032833.

d. Special Warranty Deed filed February 2, 2017, Document No. 2017014798.

e. Special Warranty Deed filed February 2, 2017, Document No. 2017014797.

SECTION 14-14-4-7 PROHIBITION ON PRIVATE RESTRICTIONS ON THE INSTALLATION OF SOLAR COLLECTORS

No property within the area of this 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 portions thereof, which would prevent the installation of solar collectors, shall be a condition to approval of this plat.

FLOOD ZONE DETERMINATION

The subject property (as shown hereon) appears to lie within "ZONE X" (Areas determined to be outside 0.2% annual chance floodplain) with a 1% Annual Chance Flood Discharge contained in Paseo Del Norte Storm Drain System. The property of said subject property is shown on the Flood Insurance Program Flood Insurance Rate Map Number JS0001C0137H, Map Revised August 16, 2012.



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(BEING A REPLAT OF LOTS 5-A, 28 THRU 31 AND EAST PORTION OF LOT 32, BLOCK 11, TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES)

SITUATE WITHIN
THE ELENA GALLEGOS GRANT
IN

PROJECTED SECTION 13
TOWNSHIP 11 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO

FEBRUARY, 2017

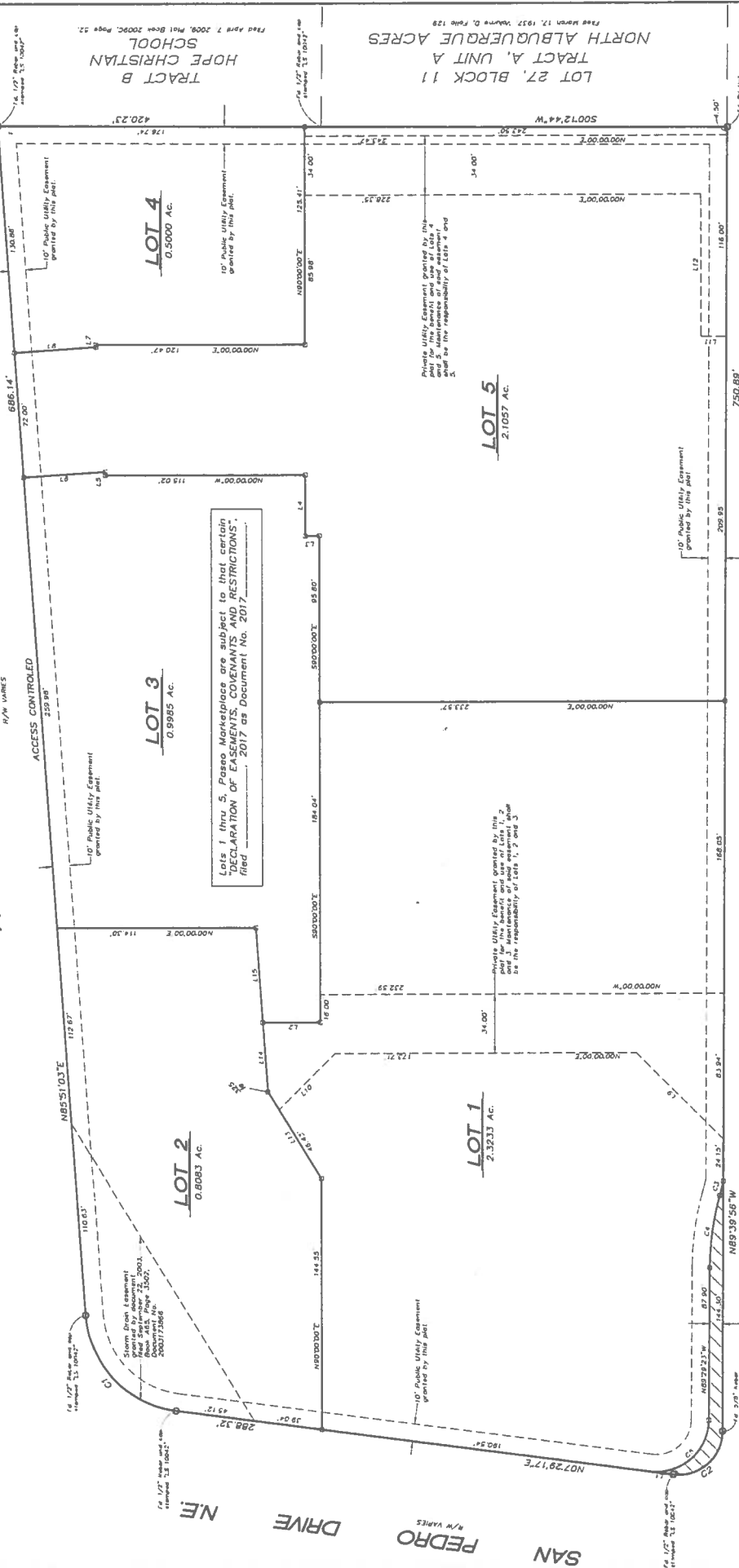
LINE	LENGTH	BEARING
L1	13.63	N07°30'24"E
L2	31.00	N00°00'00"W
L3	8.00	N00°00'00"E
L4	2.02	N85°30'00"E
L5	2.02	N85°30'00"E
L6	47.00	N03°50'22"W
L7	1.34	S85°50'48"W
L8	47.00	N03°50'22"W
L9	70.62	N45°00'00"E
L10	45.62	N45°00'00"W
L11	82.00	N00°00'00"E
L12	56.50	N88°32'35"E
L13	40.07	N85°31'03"E
L14	54.56	N85°31'03"E

CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	82.11	90.00	48.94	35.60	S05°38'46"E	29°25'55"
C2	42.60	45.00	25.00	18.75	S10°00'00"E	14°00'00"
C3	8.54	143.37	4.27	8.54	S75°59'47"E	2°24'42"
C4	42.04	156.63	21.15	41.91	N81°58'35"W	15°22'42"
C5	50.79	30.00	33.91	44.94	S40°59'30"E	96°59'47"

(IN FEET)
1 inch = 40 ft.



PASEO DEL NORTE N.E.



Additional Public Right of Way dedicated to the City of Albuquerque in accordance with the provisions of the 2003 City of Albuquerque Charter (Cross hatched area 0.0284 AC)



SHEET 4 OF 4
SURV+TEK, INC.
CONSULTING ENGINEERS
5004 Valley View Drive, N.E. Albuquerque, New Mexico 87114
Phone: (505) 887-5277

Ex. B

[illegible]