

K090031

Doc# 2013079778

07/17/2013 11:22 AM Page: 1 of 11  
EASE R:\$25.00 M. Toulouse Oliver, Bernalillo County

RECORDING REQUESTED BY  
AND AFTER RECORDING  
RETURN TO:

Pete Daskalos Properties  
5319 Menaul Blvd NE  
Albuquerque, NM 87110

### DECLARATION OF EASEMENTS AGREEMENT

This DECLARATION OF EASEMENTS AGREEMENT (this "Agreement") is made effective the \_\_\_\_ day of July, 2013, by Krania, LLC, a New Mexico limited liability company, and its successors and assigns and Monahitti, LLC, a New Mexico limited liability company (collectively "Declarant"), which declares that the real property comprised of all the Lots 1-6 and Tract A legally described in the attached Exhibit "A" and as shown on attached Exhibit "B" ("Property") and incorporated herein by reference, to be known in the aggregate as "Krania" and "Monahitti", which is currently owned by the Declarant, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the easements hereinafter set forth.

#### ARTICLE I

#### EASEMENTS, RESTRICTIONS, AND MISCELLANEOUS OBLIGATIONS

1.1 Grant of Ingress/Egress Easement. Declarant hereby establishes, grants and conveys for the benefit of the entire Property, each owner thereof, its successors, assigns and lessees, a perpetual, non-exclusive, easement over and across the driveways of the Property, as they exist today and as they shall exist from time to time in the future, in order to provide continuous, uninterrupted vehicular ingress and egress to and from the Property and 98<sup>th</sup> Street NW; to and from the Property and Volcano Road NW; and to and from the Property and Central Avenue NW ("Ingress/Egress Easement Area"). Each owner shall maintain or cause to be maintained the Ingress/Egress Easement Area in reasonably good order and condition including maintenance, repair, reconstruction and snow and ice clearing so long as reasonable vehicular access is provided at all times during the performance of such work. If it is reasonably likely that maintenance, repair or replacement activities will interfere with use of the Ingress/Egress Easement Area, the party performing such work shall give the other owner(s) advance notice, except in the case of emergency repairs and in that instance notice that is reasonable under the circumstances. Should any owner fail to repair and maintain the Ingress/Egress Easement Area or otherwise fulfill its obligations under this Agreement, then in such case, Declarant and/or its successors and assigns shall have the right to perform such maintenance services upon thirty (30) days' notice and opportunity to cure and thereafter submit invoices to such owner for repayment. Such owner agrees to pay such invoices within ten (10) days of receipt thereof.

1.2 Grant of Cross-Lot Water Drainage Easement. Declarant hereby establishes, grants and conveys for the benefit of the entire Property, each owner thereof, its successors, assigns and lessees, a perpetual, non-exclusive, cross-lot water drainage easement over, upon, under and across the Property

for the benefit of each other lot, for the purposes of drainage of storm water ("Cross-Lot Water Drainage Easement Area"). To the extent not maintained by a public utility, each owner shall maintain or cause to be maintained the Cross-Lot Water Drainage Easement Area of each lot to ensure the flow of drainage water over upon, under and across the Property in accordance with Declarants drainage plans. Should any owner fail to repair and maintain the Cross-Lot Water Drainage Easement Area improvements located on its lot or otherwise fulfill its obligations under this Agreement, then in such case, Declarant and/or its successors and assigns shall have the right to perform such maintenance services upon thirty (30) days' notice and opportunity to cure and thereafter submit invoices to such owner for repayment. Such owner agrees to pay such invoices within ten (10) days of receipt thereof.

**1.1 Grant of Cross-Parking Easement.** Declarant hereby establishes, grants and conveys for the benefit of the entire Property, each owner thereof, its successors, assigns and lessees, a perpetual, non-exclusive, cross-parking easement over and across the parking areas of each lot as they exist today and as they shall exist in the future ("Cross-Parking Easement Area"). Each owner shall maintain or cause to be maintained the Cross-Parking Easement Area and to perform any required maintenance, repair, or replacement to the Cross-Parking Easement Area so long as reasonable vehicular access is provided at all times during the performance of such work. If it is reasonably likely that maintenance, repair or replacement activities will interfere with use of the Cross-Parking Easement Area, the party performing such work shall give the other owners advance notice, except in the case of emergency repairs and in that instance notice that is reasonable under the circumstances. Should any owner fail to repair and maintain the Cross-Parking Easement Area or otherwise fulfill its obligations under this Agreement, then in such case, Declarant and/or its successors and assigns shall have the right to perform such maintenance services upon thirty (30) days' notice and opportunity to cure and thereafter submit invoices to such owner for repayment. Such owner agrees to pay such invoices within ten (10) days of receipt thereof.

## **ARTICLE II** **INSURANCE**

**2.1 Insurance.** Each owner of the Property shall each continuously maintain or cause to be maintained a policy of commercial general liability insurance with limits of not less than two million dollars (\$2,000,000.00) and shall name the other owner(s) as additional insureds. Such policy shall be issued by entities with an A.M. Best Rating of A-VII or higher. Each owner shall supply a certificate of insurance evidencing such coverage within fifteen (15) days after written request by any other owner. Such insurance policies shall be issued by insurance companies licensed to issue insurance in New Mexico. By mutual agreement, the parties may, from time to time, establish higher insurance limits as are customarily carried on property in the New Mexico area with uses similar to those located on the parties' respective lands.

## **ARTICLE III** **DEFAULT**

**3.1 Event of Default.** In the event that a breach of the terms of this Agreement shall continue for a period of thirty (30) days after receipt by the defaulting Party of written notice of the same, any other fee simple owner of any property within the Project shall be entitled to cure such breach in addition to all remedies at law or in equity, provided that such injured Party furnishes prior written notice to the defaulting Party. All reasonable expenses required to cure the breach shall be paid by the defaulting Party within thirty (30) days after receipt of written evidence confirming the payment of such expenses. Any sums due from one Party to another Party hereunder which remain unpaid after expiration of such thirty (30) day period shall accrue interest from the date the defaulting Party receives such written notice at the Default Rate (as defined herein), and shall be payable upon demand together with reasonable attorneys'

fees incurred in connection with the collection of such sums. Further, if such sums remain unpaid for more than sixty (60) days after the due date, the Party to which such sums are owing may seek any and all remedies available at law and all costs and expense (including, without limitation, court costs and the reasonable amount of attorney's fees) shall be payable by the Party in default.

#### **ARTICLE IV** **MISCELLANEOUS**

**4.1     Captions.** The captions of the various sections and articles of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Agreement and they shall not affect the interpretation hereof and shall not be considered nor referred to in resolving questions of interpretation and construction.

**4.2     Headings.** Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Agreement. All such Exhibits constitute a part of this Agreement and by this Section are expressly made a part hereof.

**4.3     Term of this Agreement.** This Agreement shall be effective as of the date first written above and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners of the Property.

**4.4     Amendment.** No part of this Agreement may be terminated or modified without the prior written consent of each of the fee simple owners of the Property.

**4.5     Default Interest.** All sums due and owing under this Agreement which are not paid on or before the date the same is due and payable, shall bear interest at the rate (the "**Default Rate**") of three percent (3%) per annum over the prime rate of interest published from time to time in the Money Rates Section of the Wall Street Journal or such similar publication (but in no event exceeding the maximum lawful rate of interest) from the date the same is due and payable until the date of reimbursement.

**4.6     Attorney's Fees.** In the event of litigation by reason of this Agreement, or otherwise to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees in addition to all other expenses incurred by such litigation.

**4.7     No Partnership.** This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the any of the parties hereto or the fee simple owners of the Project, and their respective tenants, licensees or occupants.

**4.8     Waiver.** A waiver of any provision of this Agreement or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Agreement shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

**4.9     Severability.** Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

**4.10    Notices.** All notices and approvals required or permitted under this Agreement shall be served by certified mail, return receipt requested, or by nationally recognized overnight courier, to the applicable address set forth herein below and/or, as applicable, the address of any owner of the Property



who has furnished notice in accordance with the terms hereof. Date of service of notice or approval shall be the earlier of the date such notice is actually received or refused.

If to Declarant:                      Krania, LLC & Monahiti, LLC  
   5319 Menaul Blvd NE  
   Albuquerque, NM 87109

Attn: Pete Daskalos

or such other addresses as Declarant or an owner may designate upon prior written notice delivered in a manner authorized herein.

**4.11     Run with the Land.** All of the provisions hereof are and shall be real covenants running with the title to the P and shall burden and bind said property for the duration hereof. To that end, this Agreement shall be deemed incorporated into all deeds and conveyances hereinafter made by any Party. Every person, including a mortgagee, acquiring or holding any interest or estate in any portion of the Property shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Agreement; and in accepting such interest or estate in, or a security interest with respect to, any portion of the Property, such person shall be deemed to have assented to this Agreement and all of the terms and provisions hereof.

**4.12     Successors and Assigns.** All of the provisions hereof shall inure to the benefit of, and be enforceable by, the Parties hereto and their respective legal representatives, heirs, successors, and assigns. If a Party (for purposes of this section, the "**Transferring Party**") hereto sells, transfers or otherwise conveys its interest in and to all or a portion of the Property, then such Transferring Party (but not its property burdened hereby) shall be released from all further future duties, obligations and liabilities accruing under this Agreement from and after the date of such transfer and the purchaser or transferee of such property shall be deemed to have assumed and agreed to carry out any and all of the covenants and obligations under this Agreement of the Transferring Party.

**4.13     Estoppel Certificate.** Within ten (10) days following receipt of written request from any owner of the Property, the owner who is the receiving party of such request, shall execute, acknowledge, and deliver to the requesting party an instrument stating, if the same be true, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to its reasonable knowledge, there are no offsets, defenses or counterclaims with respect to the payment of any sums owing hereunder or in the performance of the other terms, covenants, and conditions hereof to be performed, and that as of such date no default has been declared hereunder and such other matters as may be reasonably requested.

**4.14     No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any part of the Property to the public, or for the public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

**4.15     Agreement for Exclusive Benefit of Parties.** This Agreement is not intended to confer any benefit upon any person, party or entity other than Declarant and its successors or assigns, and no other person, party or entity shall be entitled to make any claim under or by virtue of this Agreement or any of the provisions hereof.

**4.16     Time of Essence.** Time is of the essence with respect to the performance of each of the

terms, provisions, covenants and conditions contained in this Agreement.

**4.17 Governing Law.** THIS AGREEMENT, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW MEXICO (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

**4.18 Recording.** The Declarant shall cause this Agreement to be recorded against the Declarant Property.

**4.19 Mechanics Liens.** The easements contained herein shall not be subjected to liens of any nature by reason of any construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements on the easements, or by reason of any other act or omission of any owner (or of any person claiming by, through or under such owner) including, but not limited to, mechanics' and materialmen's liens. If a lien, a claim of lien or an order for the payment of money shall be imposed against the easement(s) on account of work performed, or alleged to have been performed, for or on behalf of any owner, said owner shall, within thirty (30) days after written demand by any other owner to do so, cause the easement area(s) to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. Such owner may, at its option, contest the validity of any lien or claim of lien if said owner shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the easement area(s) from such lien. If judgment is obtained by the claimant under any lien, said owner shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken and obtain a release of such lien in writing.

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective the date first hereinabove set forth.

**Krania, LLC, a  
New Mexico limited liability company**

By: [Signature]

Its: Managing Member

Dated: 7/18/13

**Monahitti, LLC, a  
New Mexico limited liability company**

By: [Signature]

Its: Managing Member

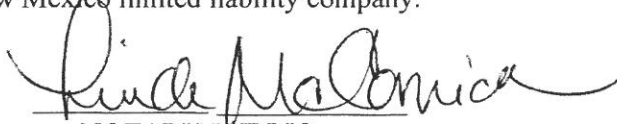
Dated: 7/18/13

STATE OF NEW MEXICO     )  
   )  
COUNTY OF EBRMALILLO    )

This instrument was acknowledged before me on July 15, 2013, by  
Pete Daskalos, Manager of Krania, LLC, a New Mexico limited liability company.

MY COMMISSION EXPIRES:

October 27, 2015

  
\_\_\_\_\_  
NOTARY PUBLIC

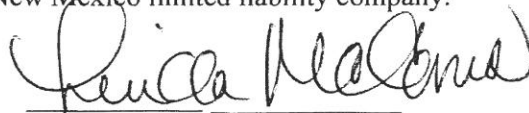


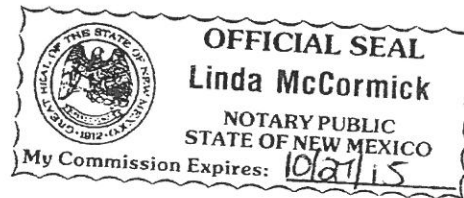
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   )  
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October 27, 2015

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**

**KRANIA:**

LT 1 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT 4.7944 AC  
LT 2 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT 1.1172 AC  
LT 3 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT .8333 AC  
LT 4 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT .7459 AC  
LT 5 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT .4126 AC  
LT 6 PLAT OF LOTS 1,2,3,4,5&6 KRANIA CONT .1499 AC

**MONAHITTI:**

**TR A PLAT OF TRACT A MONAHITI SUBDIVISION CONT 1.3566 AC**



GROSS SUBDIVISION ACREAGE: 8.2088 ACRES±  
ZONE ATLAS INDEX NO: K-9-Z

Disclosure Statement:

**Notes:**

- ## Easements

THIS PLAT SHOWS EXISTING RECORDED AND APPARENT EASEMENTS AS NOTED.

- [illegible]

NOTED IS NOT PERMITTED TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, ALTER, ADD, OR MODIFY ANY ELECTRICAL, MECHANICAL, OR PLUMBING EQUIPMENT, OR TO PROVIDE ACCESS TO, FROM, AND OVER SLAB EXISTENTS, INCLUDING SUFFICIENT ROOM AND CLEARANCE TO PERFORM THE ABOVE DESCRIBED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING STRUCTURES, INCLUDING BUT NOT LIMITED TO, CONCRETE OR MASONRY WALLS, FOUNDATIONS, OR CONSTRUCTION OF SLAB EXISTENTS, NOR SHALL ANY BE PERMITTED OR OPERATED THEREON. PROPER PROTECTION SHALL BE PROVIDED TO PROTECT ALL EXISTING UTILITIES, MECHANICAL, ELECTRICAL, AND PLUMBING EQUIPMENT CAUSED BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURE. AGREEMENT TO BRING ON SIGHT CONDITIONS SHOWN ON THE PLAN.

EXISTENTS FOR ELECTRIC, MECHANICAL, AND PLUMBING SHALL BE INSTALLED SMALL EXPOSED TEN FEET (10') IN DIAMETER OR TRANSVERSE W/INCHES OR LESS, AND THE FEET (3') ON EACH SIDE.

IN EXERCISING THE PLAN, THE ELECTRICAL SERVICES AND GAS SERVICES (ANY) DO NOT CONDUCT A TITLE SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE SURVEY INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE SURVEY INFORMATION TO PROTECT ALL EXISTING UTILITIES, MECHANICAL, ELECTRICAL, AND PLUMBING EQUIPMENT CAUSED BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURE. AGREEMENT TO BRING ON SIGHT CONDITIONS SHOWN ON THE PLAN.

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[illegible]

ENCE FROM SAID BEGINNING POINT, ALONG SAID EAST RIGHT OF WAY LINE, N 159°24' W, A DISTANCE OF 221.98 FEET TO AN ANGLE POINT MARKED BY SET NO. 4 REBAR WITH YELLOW PLASTIC CAP, PS 119393;

THENCE N 103°02'23" W, A DISTANCE OF 610.44 FEET TO A POINT OF CURVATURE MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "P5 11993";

THENCE ALONG A CURVE TO THE LEFT HAVING, A RADIUS OF 3146.20 FEET, AND ARC LENGTH OF 2013.22 FEET, A DELTA ANGLE OF 03°42'03" A CHORD BEARING OF N 14°35'19" W, AND A CHORD DISTANCE OF 2018 FEET TO A POINT OF TANGENCY MARKED BY A SET REBAR WITH YELLOW PLASTIC CAP "PS 11993";

THENCE N 14°40'35" W, A DISTANCE OF 149.02 FEET TO THE NORTHWEST CORNER OF DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP; PS 119937 LYING ON THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE OF 98TH STREET, N.W. AND THE SOUTH RIGHT OF WAY LINE OF VOLCANO ROAD, N.W.;

THENCE ALONG S&B SOUTH RIGHT OF WAY LINE OF VOLCANO ROAD, NW, S 89°44'41" E, A  
DISTANCE OF 283.82 FEET TO AN ANGLE POINT MARKED BY A FOUND 1" IRON PIPE;  
THENCE S 69°47'28" E, A DISTANCE OF 236.11 FEET TO THE NORTHEAST CORNER OF  
TRACT MARKED BY A FOUND PK NAIL INSIDE A 3" IRON PIPE;

THESE LAKES, AND SOUTH RIVER OF WAY LANE, S. 19.261° N. A DISTANCE OF 66.738 FEET FROM THE SOUTHWEST CORNER OF DESCRIBED TRACT LAMED BY A ROUND 1" IRON PEG.  
 HENCE S. 74.935° W. A DISTANCE OF 222.313 FEET TO AN ANGLE POINT LAMED BY A ROUND 1" IRON PEG WITH YELLOW PLASTIC CAP THEREON S. 00.070° E. A DISTANCE OF 30.088 FEET TO AN ANGLE POINT LAMED BY A ROUND 1" IRON PEG.  
 HENCE S. 00.070° E. A DISTANCE OF 207.338 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 82,008 ACRES (32,781.50 AC.) MORE OR LESS, NON COMPENSING LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 7

[illegible]

SAID OWNER AND/OR PROPRIETOR DOES HEREBY GRANT ALL EASEMENTS AS SHOWN HEREON WITH LISTED BENEFICIARIES AND STIPULATIONS.

SAID OWNER AND/OR PROPRIETOR DOES HEREBY DEDICATE 'ADDITIONAL-~~AND~~ PUBLIC RIGHT OF WAY SHOWN HEREON TO THE CITY OF ALBUQUERQUE IN FEE SIMPLE WITH WARRANTY COVENANTS.

1/9/07  
Kerry Parks  
PCCG DIALLOS  
517

STATE OF NEW MEXICO }  
COUNTY OF BERNALILLO } SS  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS  
9th DAY of January, 2001

NEW MEXICO  
MICHELE B. ORTIZ  
Notary Public  
My Comm. Expires 11/10

BY Michelle R. Ortiz MY COMMISSION EXPIRES: 8/11/10  
NOTARY PUBLIC

Albuquerque, Bernalillo County, New Mexico  
January 2007

Application No. 07BKB-00032

7-16-07  
DATE

PNM GAS SERVICES  
 Date 7/18/07  
 PNM GAS SERVICES  
 Date 7/18/07

DATE 7-16-07  
DATE

| NEW MEXICO UTILITIES | DATE |
|----------------------|------|
| City Approvals       |      |

CITY SUPERVISOR 1-11-07  
DATE

REAL PROPERTY DIVISION  
DATE 7/11/07

ENVIRONMENTAL HEALTH DEPARTMENT  
APL AL  
DATE 7-11-07

|                           |         |
|---------------------------|---------|
| INTER-DEPARTMENT ABC/100A | DATE    |
| <i>David Rhee</i>         | 7-11-07 |

Christina Dandorel  
PARKS AND RECREATION DEPARTMENT  
DATE 7/1/07

| NAME             | DATE    |
|------------------|---------|
| Bredley S. Dwyer | 7/11/07 |
| ANASCA           |         |
| Bredley S. Dwyer | 7/11/07 |

CITY ENGINEER *[Signature]* DATE 7/11/07

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND  
TREASURER'S CERTIFICATE  
DRB CHAIRPERSON, FINANCIAL DEPARTMENT

PAID ON UPC # 108105701008034101  
PROPERTY OWNER OF RECORD  
Kanda, Inc

RECEIVED COUNTY CLERK'S OFFICE  
- Certified to me 9/11/04

**Surveyor's Certificate**

FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE AND OF STANDARDS FOR LAND SURVEYS OF THE N.M. BOARD OF LICENSING FOR ENGINEERS AND SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BEST OF MY KNOWLEDGE AND BELIEF, AND THAT NO ENCROACHMENTS EXIST EXCEPT AS NOTED ABOVE AND THAT ALL IMPROVEMENTS ARE SHOWN IN THEIR CORRECT LOCATION RELATIVE TO RECORD BOUNDARIES AS LOCATED BY THIS

01/09/2007

DATE \_\_\_\_\_

LABORATORY NO. \_\_\_\_\_

REC'D \_\_\_\_\_

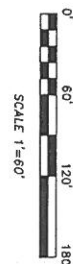
11993

**PRECISION**  
8500-A Jefferson Street, NE  
Atlanta, Georgia 30317

**SURVEYS, INC.**  
Albuquerque, NM 87113  
866.422.8011 ext. 1000

505.856.5700 PHONE  
505.856.7900 FAX





Plat of  
Lots 1, 2, 3, 4, 5, and 6  
**Krania**  
Albuquerque, Bernalillo County, New Mexico  
June 2007

| CURVE | RADIUS   | ARC LENGTH | DELTA ANGLE | TANGENT | CURVE LENGTH  | CURVE BEARING  |
|-------|----------|------------|-------------|---------|---------------|----------------|
| C1    | 3146.20' | 201.22'    | 0.31202°    | 101.64' | 203.6'        | S 14.59° E     |
| C2    | 3100.00' | 67.45'     | 109.41°     | 42.62'  | 83.07° ± 0.1° | E 89.07° E     |
|       |          |            |             |         |               | N 39.21° 40' E |

8500-A Jefferson Street, NE  
Albuquerque, NM 87113

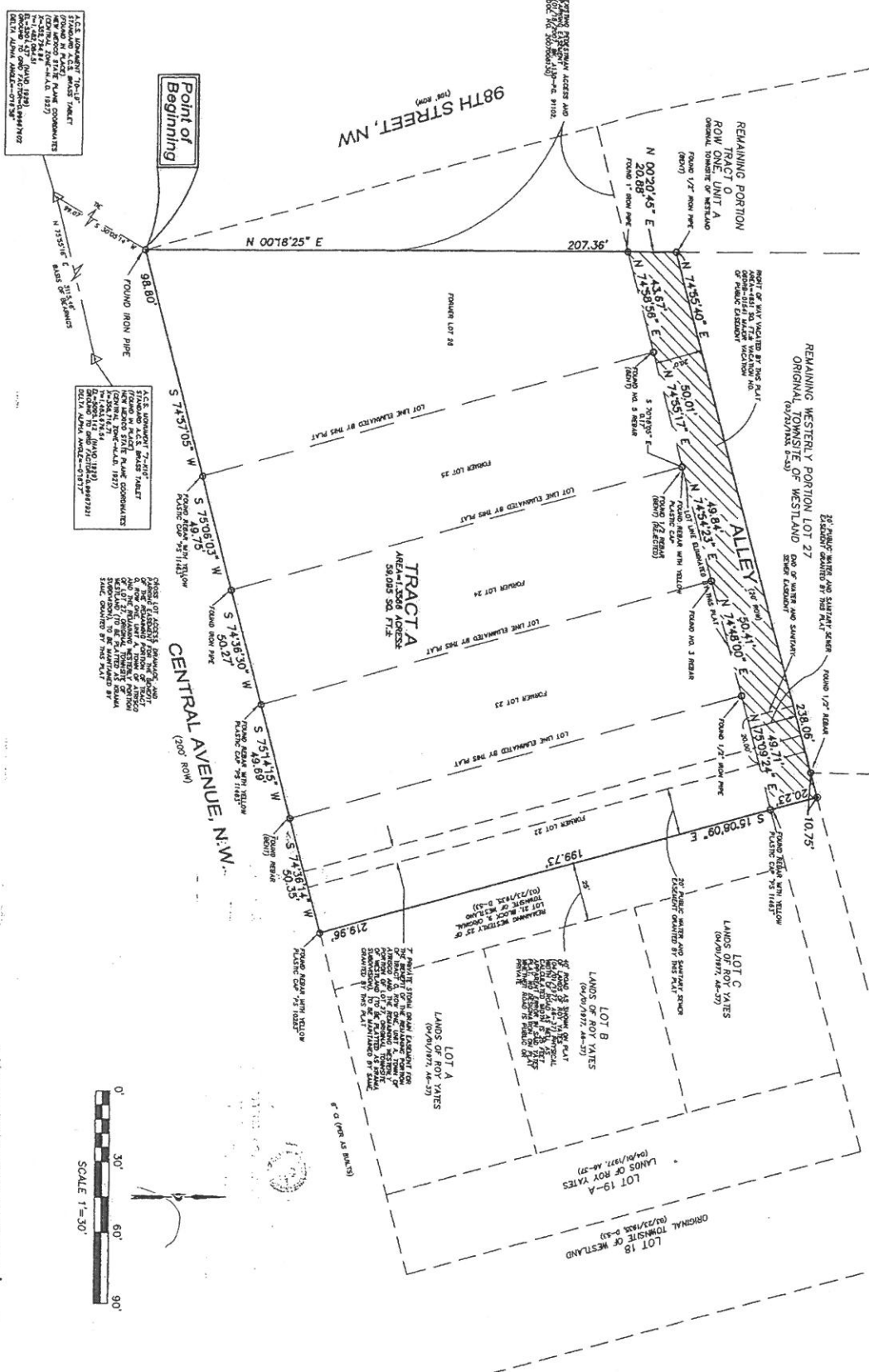
FT ALB10269 BE 2007104091.002



### Line Table

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 11   | S 14°50'36" E | 20.19    |
| 12   | N 75°09'24" E | 10.85    |

### Line Table



RECORDING STAMP

2007/03/09  
08:07:50  
Page: 2 of 2  
83/65,687 AC-12<sup>o</sup>  
BX-265/C Pg-53

MADE IN U.S.A.

Barcode

Bar. Co. PLT R 12 08

Plat of  
Tract A  
**Monahiti Subdivision**

Albuquerque, Bernalillo County, New Mexico  
January 2007



**PRECISION**  
SURVEY, INC.

8500-A Jefferson Street, NE  
Albuquerque, NM 87113

866.442.8011 TOLL FREE  
505.856.5700 PHONE  
505.856.7900 FAX