

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW MEXICO

In re:

FURR'S SUPERMARKETS, INC.,

No. 11-01-10779-SA

Debtor,

**OBJECTION OF FURRS 1 and 2 LLC  
TO DEBTOR'S THIRD PARTY PURCHASER NOTICE**

COMES NOW Furrs 1 LLC and Furrs 2 LLC (hereinafter, "Furrs 1" or "Furrs 2" as the case may be), by and through their attorneys of record, FAIRFIELD, FARROW, FLOWERS, & STROTZ, P.C. (John E. Farrow) and hereby files this objection to the Debtor's Second Supplemental Third Party Purchaser Notice (the Notice), and as grounds would show the Court as follows:

1. Furrs 1 and Furrs 2 are Lessors under separate unexpired leases of non-residential real property more particularly described as follows:

<i>Lessor</i>	<i>Store Number</i>	<i>Location</i>
Furrs 1	876	4601 Louisiana NE, Albuquerque, NM
Furrs 2	875	5850 Eubank NE, Albuquerque, NM

2. The Notice indicated that the Debtor intended to convey the above stores to Smith's Food & Drug Centers, Inc.

3. Thereafter, the Debtor provided copies of what it claims to be the store leases for the above stores.

4. The Furrs 1 lease, dated November 11, 1997, and bearing stamped numbers 000001 to 000021 is the correct lease; however, Furrs 1 believes that certain of the attachments thereto are not valid or have otherwise been terminated. They include the

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following:

a. Assignment of Lease and Real Property Sublease Agreement (stamped 000022 to 000037) is believed to have been terminated and not presently valid.

b. The Grant of Easements with Covenants and Restrictions Affecting Land and Amendments thereto (stamped 000038 to 000061, and 000074 to 000080) are valid.

c. The Ground Lease and letter (stamped 000062 to 000073) is valid; however, an Amendment to Ground Lease was entered into at closing and was not provided. A copy of said Amendment to Ground Lease is attached hereto.

d. The Ground sublease Agreement (stamped 000081 to 000090) is not valid.

e. The Ground Sublease Agreement and Extension of Ground Sublease Agreement (stamped 000091 to 000100) is not valid.

I **HEREBY CERTIFY** that a true copy of the foregoing pleading was mailed to the following counsel this <sup>23<sup>rd</sup></sup> day of August, 2001:

JACOBVITZ, THUMA & WALKER, P.C.  
Robert H. Jacobvitz, David T. Thuma  
500 Marquette NW, Suite 650  
Albuquerque, New Mexico 87102

SKADDEN, ARPS, SLATE,  
MEAGHER & FLOM LLP  
Jay M. Goffman, Alan J. Carr  
Four Times Square  
New York, New York 10036-6522

SKADDEN, ARPS, SLATE,  
MEAGHER & FLOM LLP  
Richard Levin, Peter W. Clapp, Stephen J.  
Lubben  
300 South Grand Avenue, Suite 3400  
Los Angeles, California 90071-3144

  
\_\_\_\_\_  
John E. Farrow, Esq.

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Lawyer's Title Insurance Corp.  
TI # 972982500

AMENDMENT TO GROUND LEASE

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This Amendment to Ground Lease is entered into as of this 14th day of November, 1997 between ~~FREDERICK M. MOSSMAN AND EDWARD GLADDEN TRUST~~ <sup>\*\*FREDERICK M. MOSSMAN AND EDWARD GLADDEN TRUST</sup> / ~~successor in interest to MOSSMAN GLADDEN, A PARTNERSHIP~~ ("Lessor") and FURRS I, LLC, a Delaware limited liability company ("Lessee"), successor in the leasehold estate interest from Safeway Stores, Incorporated ("Safeway").

PRELIMINARY STATEMENT

Lessor and Safeway entered into a Ground Lease dated as of October 1, 1982 which demises certain premises located in Albuquerque, New Mexico and more particularly described therein ("premises"). Subsequently, Safeway assigned its leasehold interest in the Ground Lease to Furr's, Inc. and Furr's, Inc. assigned its interest to IOTSM Corp. IOTSM Corp. has assigned its interest to Lessee.

Lessor and Lessee now desire to modify the Ground Lease in certain respects.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by each of the parties hereto, Lessor and Lessee hereby agree to amend the Ground Lease as follows:

- 1. The following Section 28 is hereby added to the Ground Lease:

28. **Mortgaging of Leasehold Estate.**

"(a) Lessee may, without the consent of Lessor, mortgage or otherwise encumber by a similar instrument, only the leasehold estate of Lessee (not Lessor's fee estate) created by this Ground Lease or its rights hereunder (the "Leasehold Estate" and to the extent such mortgage or similar instrument grants a first priority lien upon the leasehold estate of Lessee created by this Ground Lease (relative to any other mortgage existing, from time to time), then such mortgage or other similar shall hereinafter be referred to as the "Leasehold Mortgage"). It is acknowledged that initially, the Mortgage, Security Agreement and Fixture Financing Statement (the "Original Mortgage") granted by Lessee in favor of Bostonia American Group-I, Inc. and its successors and assigns (collectively, "Original Mortgage") is the initial Leasehold Mortgage. The mortgagee under the Leasehold Mortgage or the other holders of the indebtedness secured by the Leasehold Mortgage (the "Leasehold Mortgage") shall notify Lessor, in the manner hereinafter provided for the giving of notice, of the execution of such Leasehold Mortgage and the name and place for service of notice upon such Leasehold Mortgagee, provided that no

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\*\*FREDERICK M. MOSSMAN AND EDWARD GLADDEN, CO-TRUSTEES UNDER THAT CERTAIN TRUST CREATED IN ARTICLE VI, PARAGRAPH C.1 OF THE LAST WILL AND TESTAMENT OF MARY K. MOSSMAN AND IN ARTICLE VI, PARAGRAPH C.1 OF THE LAST WILL AND TESTAMENT OF FREDERICK A. MOSSMAN

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such formal notice shall be required in the case of the Original Mortgage..

- (b) Lessor will; simultaneously with the giving any notice to Lessee (i) of an Event of Default (ii) of a matter on which a default may be predicated or claimed, (iii) of a termination of this Ground Lease, or (iv) of a condition which, if continued, may lead to a termination of this Ground Lease, give to Leasehold Mortgagee duplicate copies thereof and of any process in connection with any action or proceeding brought to terminate or otherwise affect this Ground Lease. Leasehold Mortgagee will have a period of 30 days after receipt of Lessor's notice for remedying an Event of Default. Lessor and Lessee agree to accept such performance on the part of a Leasehold Mortgagee as though the same had been done or performed by Lessee.
- (c) Further, if Leasehold Mortgagee cannot reasonably effectuate the curing of any default beyond applicable cure or grace period under Section 9 hereof (an "Event of Default") without possession of the premises, or because the Event of Default cannot with reasonable diligence be cured by the Leasehold Mortgagee, then in addition to the foregoing, Lessor agrees that it will take no action to terminate this Ground Lease by reason of the occurrence of such an Event of Default, without first giving to such Leasehold Mortgagee such additional period of time as is reasonably necessary within which either to (i) in the case of an Event of Default which can be cured with the exercise of reasonable diligence by Leasehold Mortgagee, obtain possession of the premises (including possession by a receiver) and thereafter to cure such Event of Default or (ii) in the case of an Event of Default which cannot with reasonable diligence be cured by Leasehold Mortgagee, institute foreclosure proceedings and complete such foreclosure or otherwise to acquire Lessee's interest under this Ground Lease with diligence and without unreasonable delay and upon such foreclosure (whether or not Leasehold Mortgagee is the purchaser at foreclosure) or any transfer of the Lessee's interest in the Lease to Leasehold Mortgagee or its affiliate in lieu of foreclosure. Leasehold Mortgagee shall not be required to continue such foreclosure proceedings if a default shall be cured by Lessee and the Lessor agrees to accept such cure by Lessee.
- (d) In the event of a termination of this Ground Lease prior to its stated expiration date, Lessor agrees that it will give each Leasehold Mortgagee notice of such termination and will enter into a new lease of

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termination upon the same covenants, agreements, terms, provisions and limitation herein contained except for requirements which are no longer applicable or have already been performed, provided (i) the Leasehold Mortgagee makes written request upon Lessor for such new lease within sixty days after the giving of the aforesaid notice and agrees to cure all prior monetary defaults and any non-monetary defaults that are reasonably curable by Leasehold Mortgagee and (ii) Leasehold Mortgagee or the assignee, designee or nominee of Leasehold Mortgagee executes and delivers such new lease within a reasonable period of time after Leasehold Mortgagee's request therefor. The provisions of this subsection shall survive the termination of this Ground Lease and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent contract among Lessor, Lessee and any Leasehold Mortgagee. Any new lease made pursuant to this Section 28 shall have the same priority as this Ground Lease and shall be superior to any mortgage or other lien, charge or encumbrance on the fee interest of the premises to the same extent as did this Ground Lease before its termination.

- (e) Lessor acknowledges that Lessee has agreed with Leasehold Mortgagee that this Ground Lease will not be amended, canceled or modified nor will the premises be surrendered to Lessor by Lessee, without the prior written consent of the Leasehold Mortgagee.
- (f) The name of the Leasehold Mortgagee shall be added to the "loss payable endorsement" of any and all insurance policies required to be carried by Lessee under this Ground Lease.
- (g) No payment made to Lessor by the Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Ground Lease and any such Leasehold Mortgagee having made payment to Lessor pursuant to Lessor's wrongful, improper or mistaken notice or demand shall be entitled to the immediate return of any such payment.
- (h) The liability under this Ground Lease of any Leasehold Mortgagee which acquires any interest in this Ground Lease or the premises through foreclosure or deed in lieu of foreclosure or otherwise shall be limited to liabilities arising from acts or omissions of the Leasehold Mortgagee during its ownership of the leasehold estate, and in no event shall exceed such Leasehold Mortgagee's interest in the premises. Further, the purchasers at any sale of the Lessee's interest in this Ground Lease or the leasehold estate hereby created and any assignee or transferee of Lessee's interest in this Ground Lease and of the leasehold estate hereby created under any instrument of assignment or

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transfer in lieu of foreclosure of any Leasehold Mortgage, shall assume performance of all the terms, covenants and conditions on the part of the Lessee to be performed hereunder only during the period of such assignee or transferee's ownership of the premises, and not before.

- (i) In the event that Leasehold Mortgagee or its assigns have acquired title to the Lessee's interest in the premises by foreclosure or deed in lieu thereof, Lessor (to the extent it has not had its estate foreclosed upon or delivered a deed in lieu of foreclosure simultaneously or contemporaneously with such foreclosure or deed-in-lieu of foreclosure of Lessee's interest in the Premises, with the intent in either case that there be a merger of the respective fee and leasehold interests in the Premises) will recognize Leasehold Mortgagee as its Lessee under the Ground Lease. Any subsequent assignment, sale or transfer of the Lease (and the Lessee's interest therein) by the Leasehold Mortgagee or any subletting of the Leased Property made by Leasehold Mortgagee shall not require the consent of Lessor.
- (j) Lessor agrees that the Leasehold Mortgagee shall have the right to remove from the Leased Property any of the Lessee's personal property which is located at, constructed upon or affixed to the Premises (the "Lessee's Property"), whenever the Leasehold Mortgagee shall elect to enforce the security interests given by the Lessee therein, either during the term of the Lease or within 120 days after the expiration thereof or the early termination thereof, or for such additional period required by the entry of any order prohibiting Leasehold Mortgagee's timely enforcement of such rights. Furthermore, Lessor hereby disclaims any title to or rights in the Lessee's Property and subordinates to Leasehold Mortgagee's security interests therein any Lessor's lien, encumbrance or other interest which the Lessor may now or hereafter have or acquire therein under the Lease or applicable law.
- (k) In the event that Leasehold Mortgagee succeeds to the interest of Lessee or any successor to Lessee's interest in the Ground Lease, then Lessor hereby agrees, if Leasehold Mortgagee attorns to Lessor as provided herein, to accept Leasehold Mortgagee and to recognize Leasehold Mortgagee as its Lessee under the Lease for the then remaining balance of the term thereof, and upon request of Leasehold Mortgagee, Lessor and Leasehold Mortgagee shall execute and deliver to Lessor and Leasehold Mortgagee an agreement of attornment reasonably satisfactory to Lessor and Leasehold Mortgagee.
- (l) If Lessee (or any trustee of Lessee) shall reject the Ground Lease pursuant to Section 365(a) of the Bankruptcy Code, Lessor shall serve on Leasehold Mortgagee written notice of such rejection, together with a

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statement of all sums at the time due under this Ground Lease (without giving effect of any acceleration) and of all other defaults under this Ground Lease then known to Lessor. Leasehold Mortgage shall have the right, but not the obligation, to serve on Lessor within thirty (30) days after service of the notice provided in the proceeding sentence, a notice that Leasehold Mortgagee elects to (i) succeed to Lessee's interest in this Lease, and (ii) cure all defaults outstanding thereunder (x) concurrently with such succession as to defaults in the payment of money, and (y) within sixty (60) days after the date of such succession as to other defaults, except for defaults of the type specified in Section 365(b)(2) of the Bankruptcy Code. If Leasehold Mortgagee serves such notice of succession, then, as between Lessor and Leasehold Mortgagee (i) the rejection of this Ground Lease by Lessee shall not constitute a termination of this Ground Lease, (ii) Leasehold Mortgagee may succeed to the obligations of the Lessee under this Ground Lease without any instrument or assignment of transfer from the Lessee, (iii) Leasehold Mortgagee's rights under this Ground Lease shall be free and clear of all rights, claims and encumbrances of or in respect of the Lessee (except those of Lessor), and (iv) Leasehold Mortgagee shall consummate the succession of this Ground Lease and the payment of the amounts payable by it to the Lessor pursuant to this Section at a closing to be held at the offices of the Lessor (or its attorneys) within thirty (30) days after Leasehold Mortgagee shall have served the notice of succession hereinabove provided. Upon a subsequent assignment of this Ground Lease by Leasehold Mortgagee, Leasehold Mortgagee shall be relieved of all obligations and liabilities arising from and after the date of such assignment."

2. Lessor and Lessee confirm that the term of the Ground Lease commenced on or about September 1, 1983 and will expire on August 31, 2029. This section has the effect of extending the original term of the Lease as provided herein and terminating any and all remaining renewal options under the Lease.

3. Section 24 is amended by striking the words "Twelve Million Seven Hundred Fifty Thousand" in the fourth line thereof and by inserting in their place the number "\$9,876,000".

4. Except as modified hereby, the Ground Lease has not been modified to date and there are no other agreements relating to the premises or the Ground Lease as between Lessor and Lessee, except "Grant of Easements with Covenants and Restrictions" dated January 8, 1970 and 5 amendments thereto.

5. To the best knowledge of Lessor, as of the date hereof, Lessee has fully performed all obligations under the Ground Lease to date and Lessor has no existing claims, counterclaims or set offs asserted or pending against Lessee.

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However, Lessee has been notified that current real estate taxes are due and payable by Lessee.

6. To the best of Lessor's knowledge, Lessor's fee interest in the premises is not subject to any existing mortgages or other instruments or agreements which would give rise to a security interest therein.

7. Except as modified hereby, the Ground Lease remains unmodified and in full force and effect.

8. Nothing in this Amendment to Ground Lease shall be deemed, interpreted or construed as subordinating the fee or consenting to a mortgage on Lessor's fee interest in the premises.

IN WITNESS WHEREOF, the parties have executed this Amendment to Ground Lease as of the date and year first written above.

\*\* FREDERICK M. MOSSMAN and PHYLLIS H. GLADDEN/TRUST

By: [Signature]  
F.M. Mossman, Co-Trustee

By: [Signature]  
E. Gladden, Co-Trustee

FURRS 1, LLC

By: \_\_\_\_\_  
David M. Marks, President  
Furrs Manager 1, Inc.  
Its: Manager

\*\*FREDERICK M. MOSSMAN AND EDWARD GLADDEN, CO-TRUSTEES UNDER THAT CERTAIN TRUST CREATED IN ARTICLE VI, PARAGRAPH C.1 OF THE LAST WILL AND TESTAMENT OF MARY K. MOSSMAN AND ARTICLE VI, PARAGRAPH C.1 OF THE LAST WILL AND TESTAMENT OF FREDERICK  
\*640268 v 1 - UCHILLIE - dq18011.DOC - 1920163 A. MOSSMAN

We hereby acknowledge that on November 12, 1997, we executed the original Amendment to Ground Lease between Frederick M. Mossman and Edward Gladden, Co-Trustees, as Lessor, and Furrs 1, LLC, as Lessee.

*Frederick M. Mossman*  
FREDERICK M. MOSSMAN,  
Co-Trustee

*Edward Gladden*  
EDWARD GLADDEN  
Co-Trustee

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

This instrument was acknowledged before me on November 14, 1997, by FREDERICK M. MOSSMAN, and EDWARD GLADDEN, Co-Trustees under that certain Trust created in Article VI, Paragraph C.1 of the Last Will and Testament of Mary K. Mossman and in Article VI, Paragraph C.1 of the Last Will and Testament of Frederick A. Mossman.

MY COMMISSION EXPIRES:  
7-28-99

*Deanna M. Watson*  
NOTARY PUBLIC

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However, Lessee has been notified that current real estate taxes are due and payable by Lessee.

6. To the best of Lessor's knowledge, Lessor's fee interest in the premises is not subject to any existing mortgages or other instruments or agreements which would give rise to a security interest therein.

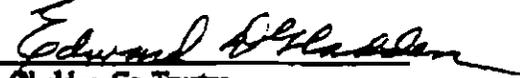
7. Except as modified hereby, the Ground Lease remains unmodified and in full force and effect.

8. Nothing in this Amendment to Ground Lease shall be deemed, interpreted or construed as subordinating the fee or consenting to a mortgage on Lessor's fee interest in the premises.

IN WITNESS WHEREOF, the parties have executed this Amendment to Ground Lease as of the date and year first written above.

~~\*\* FREDERICK M. MOSSMAN and WILLIAM GLADDEN/TRUSTEES~~

By:   
F.M. Mossman, Co-Trustee

By:   
E. Gladden, Co-Trustee

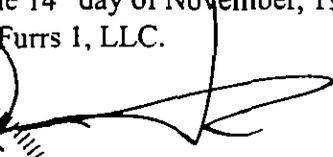
FURRS I, LLC

By:   
David M. Marks, President  
Furrs Manager I, Inc.  
Its: Manager

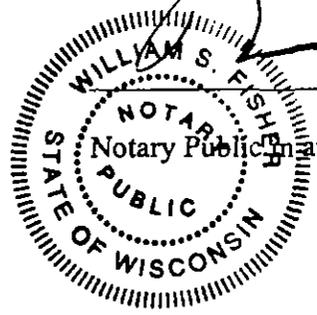
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#440268 v1 - [X]KOLLE - d;18011DOC-1920163 A. MOSSMAN

State of Wisconsin        )  
                                  )  
County of Milwaukee        )

This instrument was acknowledged before me on the 14<sup>th</sup> day of November, 1997, by David M. Marks, President of Furrs Manager 1, Inc., Manager of Furrs 1, LLC.

  
\_\_\_\_\_  
Notary Public in and for the State of Wisconsin

My Commission Expires:  
Permanent



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PARCEL IB (Leasehold):

Portions of Tracts B and C, Stardust Skies, Unit 4 as the same are shown and designated on the plat entitled "UNIT 4 of STARDUST SKIES, AN ADDITION TO THE CITY OF ALBUQUERQUE, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico on May 12, 1960 in Volume D2, folio 97 and being more particularly described as follows:

BEGINNING at the most Northwesterly corner of the parcel herein described a point on the Southerly right of way line of Montgomery Boulevard N.E. (a 5/8" rebar and survcap stamped HUGG LS 5823" - set), whence the Northeast corner of Tract A of said Stardust Skies, Unit 4 bears S 89 deg. 46' 00" W, 256.10 feet distant (informational tie only);

Thence, N 89 deg. 46' 00" E, 100.00 feet along said Southerly right of way line of Montgomery Boulevard N.E. to the Northeast corner of the Tract herein described (a 5/8" rebar and survcap stamped "HUGG LS 5823" - set);

Thence, S 01 deg. 24' 37" W, 360.61 feet to a point, (a 5/8" rebar and survcap stamped "HUGG L.S. 5823" set);

## LEGAL DESCRIPTION CONTINUED

Thence, S 47 deg. 47' 24" E, 34.55 feet to a point on curve on the Northwesterly right of way line of Natalie Avenue N.E., (a 5/8" rebar and survcap stamped "HUGG L.S. 5823" set); Thence Southwesterly and Northwesterly along the Northwesterly, Westerly and Northerly right of way line of Natalie Avenue N.E. for the following Seven (7) courses:

Southwesterly, 131.26 feet along the arc of a curve to the left (said curve having a radius of 180.00 feet and a chord which bears S 21 deg. 19' 08" W, 128.37 feet) to a point of tangency (a 5/8" rebar and survcap stamped "HUGG L.S. 5823" set);

Thence, S 00 deg. 25' 40" W, 106.72 feet to a point of curvature, (a 5/8" rebar found in place);

Thence, Southwesterly, 39.27 feet along the arc of a curve to the right (said curve having a radius of 25.00 feet and a chord which bears S 45 deg. 25' 40" W, 35.35 feet) to a point of compound curvature and the most Southeasterly corner of the parcel herein described, (a concrete nail and shinner in asphalt found in place);

Thence Northwesterly, 115.53 feet along the arc of a curve to the right (said curve having a radius of 811.62 feet and a chord which bears N 85 deg. 29' 40" W, 115.43 feet) to a point of tangency, (a 5/8" rebar and survcap stamped "HUGG L.S. 5823" set);

Thence, N 81 deg. 25' 00" W, 203.10 feet to a point of curvature, (a 5/8" rebar and survcap stamped "HUGG L.S. 5823" set);

Thence, Northwesterly, 124.07 feet along the arc of a curve to the left (said curve having a radius of 871.62 feet and a chord which bears N 85 deg. 29' 40" W, 123.96 feet) to a point of reverse curvature and the most Southwesterly corner of the parcel herein described, (a 5/8" rebar and survcap stamped "HUGG L.S. 5823" set);

Thence, Northwesterly, 39.57 feet along the arc of a curve to the right (said curve having a radius of 24.92 feet and a chord which bears N 44 deg. 04' 52" W, 35.55 feet) to a point of tangency on the Easterly right of way line of Louisiana Boulevard N.E., (a 5/8" rebar and survcap stamped "HUGG L.S. 5823" set);

Thence, N 01 deg. 24' 37" E, 198.50 feet along said Easterly right of way line of Louisiana Boulevard N.E. to a point, (a PK nail and shinner in the asphalt - found in place);

Thence, N 89 deg. 46' 00" E, 406.41 feet to a point (a cross (X) scribed on concrete sidewalk - set);

Thence, N 01 deg. 24' 37" E, 359.78 feet to the most Northwesterly corner and point of beginning of the parcel herein described.

## SAVE AND EXCEPT THE FOLLOWING:

A certain tract of land located within the Corporate limits of the City of Albuquerque, New Mexico, comprising a portion of Tract C, Unit 4, of the Stardust Skies Addition, as shown on the plat filed in the office of the County Clerk of Bernalillo County on May 12, 1960, and being more particularly described as follows:

## LEGAL DESCRIPTION CONTINUED

BEGINNING at a point whence the south southeast return of the southwest corner of Tract C, bears N 88 deg. 21' 20" W a distance of 37.02 feet; thence N 00 deg. 29' 01" W a distance of 209.52 feet; thence N 89 deg. 30' 59" E a distance of 173.00 feet; thence S 00 deg. 29' 01" E a distance of 232.72 feet; thence N 81 deg. 25' 00" W a distance of 87.59 feet; thence along the arc of a curve to the left with delta = 05 deg. 43' 19", R = 871.62, and L 87.05 feet to the point of beginning.

## PARCEL II:

A non-exclusive easement for roadways, walkways, ingress and egress and parking of motor vehicles as set forth in those certain Grant of Easements with Covenants and Restrictions Affecting Land and Amendments thereto recorded in Book Misc. 160, page 688; in Book Misc. 306, page 257; in Book Misc. 431, page 576; in Book Misc. 665, page 101; in Book Misc. 964, page 611 and in Book Misc. 224-A, page 649, records Bernalillo County, New Mexico, located upon Tract A-1 of a replat of Tract A and a portion of Tract C of Unit No. 4 of STARDUST SKIES, an addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the replat of said addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on January 30, 1970, in Plat Book A2, folio 195; Tract M of Plat of Tract M, a replat of the remainder of Tracts B and C STARDUST SKIES UNIT NO. 4, Albuquerque, New Mexico, as the same is shown and designated on the replat of said addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 12, 1985, in Plat Book C26, folio 136; and Tracts B and C, STARDUST SKIES, UNIT 4, as the same are shown and designated on the plat entitled "Unit 4 of Stardust Skies, an addition to the City of Albuquerque, New Mexico", filed in the office of the County Clerk of Bernalillo County, New Mexico on May 12, 1960 in Volume D2, folio 97.