



738981

# DRB CASE ACTION LOG (EPC – SDP – BP)

REVISED 10/08/07

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 08-DRB-70023	Project # 1002404
Project Name: LADERA INDUSTRIAL CENTER	
Agent: GEORGE RAINHART ARCHITECT & ASSOCIATES	Phone No.:

Your request was approved on 4-30-08 by the DRB with delegation of signature(s) to the following departments.

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UTILITIES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY ENGINEER / AMAFCA: - 51A HP signed 8-14-12  
\_\_\_\_\_  
\_\_\_\_\_

PARKS / CIP: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLANNING (Last to sign): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Planning must record this plat. Please submit the following items:**
  - The original plat and a mylar copy for the County Clerk.
  - Tax certificate from the County Treasurer.
  - Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
  - Tax printout from the County Assessor.
  - 3 copies of the approved site plan. Include all pages.**
  - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.**
  - Property Management's signature must be obtained prior to Planning Department's signature.**
  - AGIS DXF File approval required.**
  - Copy of recorded plat for Planning.**

Created On:

Completed



# DRB CASE ACTION LOG (EPC – SDP – SUBD)

REVISED 10/08/07

**This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.**

DRB Application No.: 08DRB-70024	Project # 1002404
Project Name: LADERA INDUSTRIAL CENTER	
Agent: GEORGO RAINHART ARCHITECT & ASSOCIATES	Phone No.:


Your request was approved on 4-30-08 by the DRB with delegation of signature(s) to the following departments.

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

- TRANSPORTATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- UTILITIES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- CITY ENGINEER / AMAFCA: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- PARKS / CIP: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- PLANNING (Last to sign): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Planning must record this plat. Please submit the following items:**
  - The original plat and a mylar copy for the County Clerk.
  - Tax certificate from the County Treasurer.
  - Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
  - Tax printout from the County Assessor.
  - 3 copies of the approved site plan. Include all pages.**
  - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.**
  - Property Management's signature must be obtained prior to Planning Department's signature.**
  - AGIS DXF File approval required.**
  - Copy of recorded plat for Planning.**


Created On:

16. **Project# 1002404**  
12DRB-70101 AMENDMENT TO  
PRELIMINARY PLAT 

ISAACSON AND ARFMAN PA agent(s) for PETERSON INV-98TH/UNSER, LLC request(s) the above action(s) for all or a portion of Lot(s) 1-B-1, 1-B-2, 1-B-3, & 1-B-4, **LADERA INDUSTRIAL CENTER** zoned SU-1 LIGHT INDUSTRIAL, located on NE QUADRANT BETWEEN UNSER BLVD NW AND VISTA ORIENTE ST NW containing approximately 7.0919 acre(s). (H-9) [*Deferred from 3/28/12*] **INDEFINITELY DEFERRED AT THE AGENT'S REQUEST.**

**NO ACTION IS TAKEN ON THESE CASES:**  
**APPLICANT - AGENT IS REQUIRED TO BE AT THE MEETING**

17. **Project# 1009203**  
12DRB-70111 SKETCH PLAT REVIEW  
AND COMMENT

BRUCE BRANTLEY request(s) the above action(s) for all or a portion of Lot(s) 202A1B, **MAP 31 TRACT 202A1B** zoned R2A, located on SAN YSIDRO NW BETWEEN GRIEGOS AND CANDELARIA containing approximately .338 acre(s). (F-13)   
**THE SKETCH PLAT WAS REVIEWED AND COMMENTS WERE PROVIDED.**

18. Approval of the Development Review Board Minutes for November 2011

19. Other Matters: None.

ADJOURNED: 10:30

**MINOR PLATS, FINAL (MAJOR) PLATS, AMENDED PLATS AND PLANS**

3. **Project# 1001725**  
11DRB-70264 MAJOR – AMENDED  
PRELIMINARY PLAT APPROVAL  
11DRB-70348 MAJOR - FINAL PLAT  
APPROVAL

BOHANNAN HUSTON INC agent(s) for UNIVERSITY OF NEW MEXICO REAL ESTATE OFFICE request(s) the above action(s) for all or a portion of **UNM/GIBSON COMMERCIAL DISTRICT**, zoned SU-1 FOR C-2, located on GIBSON BETWEEN UNIVERSITY AND GIBSON containing approximately 45.44 acre(s). (L-17) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO PLANNING FOR AGIS DXF AND RECORDED EASEMENTS. PLANNING MUST RECORD PLAT. THE AMENDED PRELIMINARY PLAT WAS APPROVED WITH THE CONDITION THAT LICENSE IN LIEU OF EASEMENT BE PROVIDED TO AMAFCA.**
4. **Project# 1002074**  
11DRB-70332 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL  
11DRB-70355 SIDEWALK WAIVER  
11DRB-70356 SUBDN DESIGN  
VARIANCE FROM MIN DPM STDS

BOHANNAN HUSTON INC agent(s) for GALBRETH LAND AND DEVELOPMENT COMPANY LLC request(s) the above action(s) for all or a portion of Tract(s) C-2-A-2, **SAVIGNON** zoned R-D, located on SAN ANTONIO BETWEEN LOWELL AND TENNYSON containing approximately .8561 acre(s). (E-22)**DEFERRED 1/4/12 AT THE AGENT'S REQUEST.**
5. **Project# 1002404**  
11DRB-70353 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

SURV-TEK INC agent(s) for request(s) the above action(s) for all or a portion of Lot(s) 1-B, 1-D,, **LADERA INDUSTRIAL CENTER** zoned SU-1 LIGHT INDUSTRIAL, located on ON UNSER BLVD BETWEEN VISTA ORIENTE ST AND OURAY ST containing approximately 7.0919 acre(s). (H-09) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER TO ADD EASEMENT FOR PIPE AND TO PLANNING TO ADD EASEMENT NOTE FOR CROSS LOT EASEMENT.**
6. **Project# 1008844**  
11DRB-70239 MINOR FINAL PLAT  
APPROVAL

HIGH MESA CONSULTING GROUP agent(s) for ALBUQUERQUE PUBLIC SCHOOLS - FACILITIES, DESIGN & CONSTRUCT request(s) the above action(s) for all or a portion of Lot(s) UNPLATTED LANDS OF ALBUQUERQUE PUBLIC SCHOOLS, **PROPOSED TRACT A, SANDIA HIGH SCHOOL** zoned R-1, located on 7801 CANDELARIA RD NE containing approximately 51.3218 acre(s). (G-19) *[Deferred from 9/7/11]* **THE FINAL PLAT WAS APPROVED.**

DRB CASE ACTION LOG - BLUE SHEET

- Preliminary/Final Plat [FP]
- Site Plan - Subdivision [SPS]
- Site Plan - Building Permit [SBP]

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments have been addressed.

Project #: 1002404 Application #: 11DRB-70353  
Project Name: Ladera Industrial Center  
Agent: SUN-TEK Inc. Phone #:

**\*\*Your request was approved on \_\_\_\_\_ by the DRB with delegation of signature(s) to the following departments - outstanding comments to be addressed\*\***

TRANSPORTATION:

ABCWUA:

CITY ENGINEER / AMAFCA: add easement for pipe

PARKS / CIP:

PLANNING (Last to sign): add easement note for crowd etc.

**PLATS:**

- Planning must record this plat. Please submit the following items:
  - The original plat and a mylar copy for the County Clerk.
  - Tax certificate from the County Treasurer.
  - Recording fee (checks payable to the County Clerk). RECORDED DATE: \_\_\_\_\_
  - Tax printout from the County Assessor.
  - County Treasurer's signature must be obtained prior to the recording of the plat with County Clerk.

- Property Management's signature must be obtained prior to Planning Department's signature.
- AGIS DXF File approval required.
- Copy of recorded plat for Planning.

**ALL SITE PLANS:**

- 3 copies of the approved site plan. Include all pages.

HEARINGS DATE: 12-21-11 (P:1F)



# DRB CASE ACTION LOG (PREL/FINAL)

REVISED 10/08/07

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 08DRB-70029

Project # 1002404

Project Name: LADERA INDUSTRIAL CENTER

Agent: SURV-TEK

Phone No.: 897-3366

Your request was approved on 4-30-08 by the DRB with delegation of signature(s) to the following departments.

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UTILITIES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY ENGINEER / AMAFCA: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PARKS / CIP: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLANNING (Last to sign): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Planning must record this plat. Please submit the following items:**
  - The original plat and a mylar copy for the County Clerk.
  - Tax certificate from the County Treasurer.
  - Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
  - Tax printout from the County Assessor.
    - 3 copies of the approved site plan. Include all pages.**
    - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.**
    - Property Management's signature must be obtained prior to Planning Department's signature.**
    - AGIS DXF File approval required. -OK**
    - Copy of recorded plat for Planning.**

Created For: 1/30/08



# DRB CASE ACTION LOG (EPC – SDP – BP)

REVISED 10/08/07

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 08-DRB-70023	Project # 1002404
Project Name: LADERA INDUSTRIAL CENTER	
Agent: GEORGE RAINHART ARCHITECT & ASSOCIATES	Phone No.:

Your request was approved on 4-30-08 by the DRB with delegation of signature(s) to the following departments.

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: \_\_\_\_\_

UTILITIES: \_\_\_\_\_

CITY ENGINEER / AMAFCA: - 51A

PARKS / CIP: \_\_\_\_\_

PLANNING (Last to sign): \_\_\_\_\_

- Planning must record this plat. Please submit the following items:**
  - The original plat and a mylar copy for the County Clerk.
  - Tax certificate from the County Treasurer.
  - Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
  - Tax printout from the County Assessor.
  - 3 copies of the approved site plan. Include all pages.**
  - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.**
  - Property Management's signature must be obtained prior to Planning Department's signature.**
  - AGIS DXF File approval required.**
  - Copy of recorded plat for Planning.**

Created On:





# DRB CASE ACTION LOG (EPC – SDP – SUBD)

REVISED 10/08/07

**This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.**

DRB Application No.: 08DRB-70024	Project # 1002404
Project Name: LADERA INDUSTRIAL CENTER	
Agent: GEORGO RAINHART ARCHITECT & ASSOCIATES	Phone No.:

Your request was approved on 4-30-08 by the DRB with delegation of signature(s) to the following departments.

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UTILITIES: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CITY ENGINEER / AMAFCA: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PARKS / CIP: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PLANNING (Last to sign): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Planning must record this plat. Please submit the following items:**

- The original plat and a mylar copy for the County Clerk.
- Tax certificate from the County Treasurer.
- Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
- Tax printout from the County Assessor.

**3 copies of the approved site plan. Include all pages.**

- County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.**
- Property Management's signature must be obtained prior to Planning Department's signature.**
- AGIS DXF File approval required.**
- Copy of recorded plat for Planning.**

Created On:

# CITY OF ALBUQUERQUE



## CITY OF ALBUQUERQUE PLANNING DEPARTMENT HYDROLOGY DEVELOPMENT SECTION

### DEVELOPMENT REVIEW BOARD--SPEED MEMO

**DRB CASE NO/PROJECT NO: 1002404**

**AGENDA ITEM NO: 6**

**SUBJECT:**

Site Plan for Subd  
Site Plan for BP  
Final Plat  
Preliminary Plat

**ACTION REQUESTED:**

REV/CMT:() APP:(x) SIGN-OFF:() EXTN:() AMEND:()

**ENGINEERING COMMENTS:**

An approved Subdivision Improvements Agreement with financial guarantees is required for Site Development Plan sign-off.  
No adverse comments on Site Plan.

**RESOLUTION:**

APPROVED \_\_\_\_; DENIED \_\_\_\_; DEFERRED \_\_\_\_; COMMENTS PROVIDED \_\_\_\_; WITHDRAWN

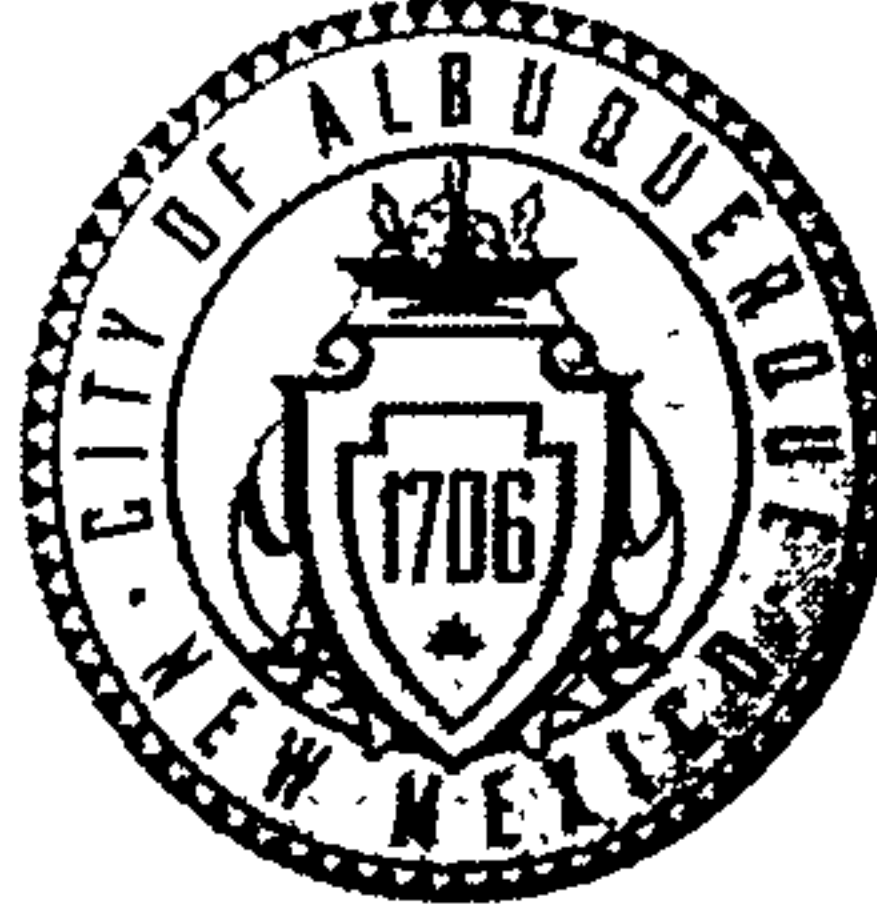
SIGNED-OFF: (SEC-PLN) (SP-SUB) (SP-BP) (FP) BY: (UD) (CE) (TRANS) (PKS) (PLNG)

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PKS) (PLNG)

FOR:

**SIGNED:** Bradley L. Bingham  
City Engineer/AMAFCA Designee  
924-3986

**DATE:** April 30, 2008



**DEVELOPMENT REVIEW BOARD  
Action Sheet**

**Plaza del Sol Hearing Room, Basement, Plaza del Sol Building**

April 30, 2008 9:00AM  
MEMBERS:

**Jack Cloud, AICP, DRB Chairman, Planning Department  
Angela Gomez, Administrative Assistant**

**Kristal Metro, P.E., Transportation Development      Roger Green, P.E., Albuquerque/ Bernalillo Co.WUA  
Brad Bingham, P.E., Hydrology/ Alternate City Engineer      Christina Sandoval, Parks/Municipal Development**

\*\*\*\*\*

**CASES WHICH REQUIRE PUBLIC NOTIFICATION**  
**MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS**

- 1. Project# 1005029**  
08DRB-70165 MAJOR - 2YR  
EXTENSION OF SUBDIVISION  
IMPROVEMENTS  
  
SUNCAL COMPANIES/ WESTLAND DevCo LP (f.k.a  
WESTLAND DEVELOPMENT CO. INC.). request(s) the  
above action(s) for the Mirehaven Arroyo as part of  
Tract(s) B & J, **THE CROSSING**, and Tract(s) R,  
**STORMCLOUD Unit(s) 3 & 4**, (to be known as  
**STORMCLOUD SUBDIVISION Unit(s) 4 & 5**), zoned  
SU-2/R-LT, located west of UNSER BLVD NW  
BETWEEN TIERRA PINTADA BLVD NW AND  
LADERA BLVD NW containing approximately 50 acre(s).  
(H-9) **THE TWO YEAR EXTENSION OF THE  
SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WAS  
APPROVED.**

2. **Project# 1005108**  
08DRB-70059 MAJOR - PRELIMINARY  
PLAT APPROVAL  
08DRB-70105 SIDEWALK WAIVER  
08DRB-70138 SIDEWALK WAIVER

THE DESIGN GROUP agent(s) for RALPH CORRIZ request(s) the above/ referenced action(s) for all or a portion of Tract(s) 67-A-1 AND 67-A-2, **MRGCD MAP #29**, zoned R-1 and C-1, located on the east side of 4TH ST NW BETWEEN VINEYARD RD NW AND WILLOW RD NW containing approximately 2.4 acre(s). (E-15) [Deferred from 2/27/08, 3/12/08, 3/26/08 & 4/2/08] **INDEFINITELY DEFERRED AT THE AGENT'S REQUEST.**

3. **Project# 1006822**  
08DRB-70146 VACATION OF PUBLIC  
RIGHT-OF-WAY  
08DRB-70147 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

SURVEYS SOUTHWEST LTD agent(s) for 2000 GOLD AVE LLC PHILLIP RABY PRINCIPAL request(s) the above action(s) for all or a portion of Lot(s) 1&2, Block(s) 76, **TERRACE ADDITION, TOGETHER WITH VACATED PORTIONS OF TERRACE ST GOLD AV & BUENA VISTA DR**, zoned SU-2 / PR, located on GOLD AV SE BETWEEN TERRACE ST SE AND BUENA VISTA DR SE containing approximately 0.411 acre(s). (R-15) [Deferred from 4/16/08] **DEFERRED TO 5/14/08 AT THE AGENT'S REQUEST.**

4. **Project# 1004354**  
08DRB-70048 SITE DEVELOPMENT  
PLAN FOR BUILDING PERMIT

TIERRA WEST LLC agent(s) for MCDONALD'S CORPORATION request(s) the above action(s) for all or a portion of Lot 2, **KRANIA ADDITION**, zoned SU-2 PCA, located on the SE corner of 98TH ST NW AND VOLCANO RD NW containing approximately 1.1172 acre(s). (K-9) [Deferred from 2/20/08, 3/5/08, 3/12/08, 3/19/08, 3/26/08 & 4/2/08 & 4/16/08]. **DEFERRED TO 5/7/08 AT THE AGENT'S REQUEST.**

5. **Project# 1006833**  
08DRB-70108 VACATION OF PUBLIC EASEMENT  
08DRB-70111 VACATION OF PRIVATE EASEMENT  
08DRB-70112 MAJOR - PRELIMINARY PLAT APPROVAL

SURV-TEK INC agent(s) for TABEL LUMBER CO request(s) the above/ referenced action(s) for all or a portion of Tracts S-1A and S-2A-2, **ATRISCO BUSINESS PARK, UNIT 2**, (TBK as Tract(s) A & B, MERIDIAN BUSINESS PARK II) together with Tract S-2A-1, **ATRISCO BUSINESS PARK, UNIT 2** (TBK as UNSER TOWNE CROSSING) zoned IP, located on the east side of UNSER BLVD NW BETWEEN LOS VOLCANES RD NW AND INTERSTATE ROUTE 40 containing approximately 70.3629 acre(s). (J-9, J-10) *[Deferred from 3/26/08, 4/9/08 & 4/16/08]*  
**THE PRELIMINARY PLAT WAS APPROVED. THE VACATION FOR PUBLIC EASEMENT WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE PER SECTION 14-14-7-2(A) (1) AND (B) (1)(3) OF THE SUBDIVISION ORDINANCE WITH THE CONDITION THAT COVENANCE DOCUMENT AND MAINTENANCE STATEMENT BE PROVIDED ON THE FINAL PLAT. THE VACATION FOR PRIVATE EASEMENT WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE PER SECTION 14-14-7-2(A) (1) AND (B) (1)(3) OF THE SUBDIVISION ORDINANCE.**

- 07DRB-70254 MAJOR - SDP FOR SUBDIVISION  
07DRB-70255 MAJOR - SDP FOR BUILDING PERMIT

GEORGE RAINHART ARCHITECTS agent(s) for WEBER AND COMPANY request(s) the above action(s) for all or a portion of Tract(s) S2A2, S2A1 & S1A, **ATRISCO BUSINESS ADDITION (to be known as UNSER TOWNE CROSSING)** zoned IP, located on LOS VOLCANES NW BETWEEN UNSER BLVD NW AND GALATIN NW containing approximately 53 acre(s). (J-9 & J-10) *[Deferred from 10/10/07, 11/14/07, 12/12/07, 1/30/08, 2/27/08, 3/26/08 & 4/9/08 & 4/16/08]* **THE SITE DEVELOPMENT PLAN FOR SUBDIVISION WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO PLANNING TO CHECK FOR WATER LINE EASMENTS ON THE NORTH, AND TREE REMOVAL FROM NEW 20FT WATERLINE, AND FROM NORTH STRIP MALL AREA. THE SITE DEVELOPMENT PLAN FOR BUILDING PERMIT WAS DEFERRED TO 5/14/08.**

**SITE DEVELOPMENT PLANS (EPC FINAL SIGN-OFF) AMENDED PLANS AND  
MASTER DEVELOPMENT PLANS (CITY COUNCIL FINAL SIGN-OFF)**

6. **Project# 1002404**  
08DRB-70023 EPC APPROVED SDP  
FOR BUILD PERMIT  
08DRB-70024 EPC APPROVED SDP  
FOR SUBDIVISION

GEORGE RAINHART ARCHITECT & ASSOCIATES agent(s) for PETERSON PROPERTIES request(s) the above action(s) for all or a portion of Lot(s) 1-B & 1-D, **LADERA INDUSTRIAL CENTER**, located on UNSER BLVD NW BETWEEN VISTA ORIENTE NW AND LADERA CHANNEL containing approximately 7.08 acre(s). (H-9) (*Deferred from 1/23/08, 1/30/08 & 2/13/08*)

**THE SITE DEVELOPMENT PLAN FOR SUBDIVISION WAS APPROVED. 3 COPIES OF THE APPROVED SITE PLAN MUST BE SUBMITTED TO PLANNING. THE SITE DEVELOPMENT PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO CITY ENGINEER FOR SIA. 3 COPIES OF THE APPROVED SITE PLAN MUST BE SUBMITTED TO PLANNING.**

- Project# 1002404**  
08DRB-70029 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

SURV-TEK INC agent(s) for PETERSON INV-98TH/UNSER LLC request(s) the above action(s) for all or a portion of Lot(s) 1-B & 1-D, **LADERA INDUSTRIAL CENTER**, zoned SU-1 LIGHT INDUSTRIAL, located on UNSER BLVD NW AND VISTA ORIENTE ST NW containing approximately 7.0919 acre(s). (H-9) (*Deferred from 1/30/08 & 2/13/08*) **THE PRELIMINARY/FINAL PLAT WAS APPROVED. A COPY OF THE RECORDED PLAT MUST BE SUBMITTED TO PLANNING.**

7. **Project# 1003125**  
08DRB-70183 MINOR - SDP FOR  
BUILDING PERMIT

MOLZEN-CORBIN & ASSOCIATES agent(s) for TRI MOTOR LLC request(s) the above action(s) for all or a portion of Tract(s) S-1, **AEROSPACE TECHNOLOGY PARK IN DOUBLE EAGLE II AIRPORT** zoned SU-1 FOR AIRPORT & REL FAC, located on AEROSPACE PARKWAY NW BETWEEN SHOOTING RANGE PARK RD NW AND AREOSPACE PARKWAY NW containing approximately 2 acre(s). (G-6) **DEFERRED TO 5/7/08 AT THE AGENT'S REQUEST.**

8. **Project# 1002798**  
08DRB-70191 MINOR - SDP FOR  
BUILDING PERMIT

VINCENT SANCHEZ request(s) the above action(s) for all or a portion of Lot(s) O1-P1, **RANCHO DE CANDELARIA** zoned SU-1 FOR PRD, located on CANDELARIA NW BETWEEN 12TH ST NW AND RIO GRANDE NW containing approximately .2648 acre(s). (G-13) **THE SITE DEVELOPMENT PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO CITY ENGINEER FOR A REVISED GRADING PLAN BY P.E., AND TO PLANNING TO PROVIDE PLAT RECORDING INFORMATION ON PLAN, AND FOR 3 COPIES.**

**MINOR PLATS, FINAL (MAJOR) PLATS, AMENDED PLATS AND PLANS**

9. **Project# 1001129**  
08DRB-70196 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

MRCOG request(s) the above action(s) for all or a portion of Lot(s) B, **MONTANO INDUSTRIAL SUBDIVISION** zoned M-1, located on MONTANO INDUSTRIAL SUBDIVISION containing approximately 4.3173 acre(s). (F-15) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR SOLAR NOTE, COPIES OF DEEDS REGARDING EASEMENTS AND GRANT ACCESS EASEMNT – CALL OUT MAINTENANCE AND BENEFICIARIES.**

10. **Project# 1007214**  
08DRB-70169 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

SURVEYS SOUTHWEST LTD agent(s) for KENDALL SYKES C/O: TERRY SYKES request(s) the above action(s) for all or a portion of Lot(s) L-4, **COLES INDUSTRIAL SUBD #2** zoned M-1, located on STANFORD DR NE BETWEEN CANDELARIA RD NE AND VASSAR NE containing approximately 0.267 acre(s). (H-16) *[Deferred from 4/16/08]*. **DEFERRED TO 5/14/08 AT THE AGENT'S REQUEST.**

11. **Project# 1002200**  
08DRB-70190 AMENDMENT TO  
PRELIMINARY PLAT

SCOTT EVERETT agent(s) for PHYLLIS SMITH AND HARRISON SMITH request(s) the above action(s) for all or a portion of Block(s) 15D-1B-1C, **HIGH DESERT** zoned R-1, located on ACADEMY RD NE BETWEEN TRAMWAY NE AND FOREST SERVICE LINE containing approximately 0.6007 acre(s). (E-24) **THE AMENDMENT TO PRELIMINARY PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR HIGH DESERT ASSOCIATION SIGNATURE. A COPY OF THE RECORDED PLAT MUST BE SUBMITTED TO PLANNING.**

12. **Project# 1004622**  
08DRB-70195 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL
- CARTESIAN SURVEYS INC agent(s) for NEW MEXICO EDUCATORS FEDERAL CREDIT UNION request(s) the above action(s) for all or a portion of Lot(s) 18 & PORTIONS OF 15-17, Block(s) 21, Tract(s) A, **NORTH ALBUQUERQUE ACRES TRACT A, UNIT A Unit(s) A**, zoned SU-2/C-1, located on PALOMAS NE BETWEEN BARSTOW NE AND WYOMING NE containing approximately 1.6275 acre(s). (D-19) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR 35FT RIGHT OF WAY RADIUS AND SOLAR NOTE.**
13. **Project# 1006989**  
08DRB-70150 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL
- CARTESIAN SURVEYS INC agent(s) for TIMOTHY AND CHRISTINE HELMICK request(s) the above action(s) for all or a portion of Lot(s) 16-A, Block(s) 16, **NORTH ALBUQUERQUE ACRES TRACT A, UNIT B** zoned SU-2 FOR I-P, located on SAN PEDRO DR AND ANAHEIM AVE containing approximately 0.9994 acre(s). (C-18) [*Deferred from 4/2/08, 4/16/0/ & 4/23/08*]. **THE PRELIMINARY/FINAL PLAT WAS APPROVED. REQUIREMENTS ARE FOR AGIS DXF FILE AND A COPY OF THE RECORDED PLAT PROVIDED TO PLANNING.**
14. **Project# 1004677**  
08DRB-70194 SIDEWALK VARIANCE
- ISAACSON AND ARFMAN PA agent(s) for INFILL SOLUTIONS LLC request(s) the above action(s) for all or a portion of Lot(s) A1A, Tract(s) A & B, 129B1A, B, **HB & CALVINHORN, HUNING CASTLE ADDITION & LUGUNA (TBK** zoned SU-2/CLD, located on CENTRAL AVE SW BETWEEN LAGUNA BLVD SW AND SAN PASQUALE AVE SW containing approximately 3.1303 acre(s). **THE SIDEWALK WAIVER WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE AND THE SIDEWALKS WERE WAIVERED ON THE NORTHSIDE OF THE COUNTRY CLUB PER THE SITE DEVELOPMENT PLAN.**
15. **Project# 1007081**  
08DRB-70193 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL
- PULLMAN INVESTMENTS LLC agent(s) for CRIS DIGREGORY request(s) the above action(s) for all or a portion of Lot(s) C, **SHELL 1**, zoned R2, located on CENTRAL BLVD SW BETWEEN RIO GRANDE SW AND WILLIS PL SW containing approximately .63 acre(s). (J-13) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO ABCWUA FOR 40FT EASEMENT REVISION AND CENTERED, AND TO PLANNING FOR TWO MYLARS, RECORDING FEE AND CURRENT TAX INFORMATION.**



**NO ACTION IS TAKEN ON THESE CASES:**  
**APPLICANT - AGENT IS REQUIRED TO BE AT THE MEETING**

16. **Project# 1004607**  
08DRB-70181 SKETCH PLAT REVIEW  
AND COMMENT

WILSON & COMPANY agent(s) for SALLS BROTHERS CONSTRUCTION request(s) the above action(s) for all or a portion of Block(s) 15, 16, Tract(s) 1-A-22A , 1A-22A, **VISTA VIEJA Unit(s) 3**, zoned RD, located on MOCK HEATHER RD NW BETWEEN VISTA TERRAZA DR NW AND METE SOL DR NW containing approximately 6.21 acre(s). (D-9) **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE GIVEN.**

17. Other Matters: None

ADJOURNED: 10:35

January 22, 2008

City of Albuquerque  
**Planning Department**  
**Inter-Office Memorandum**

TO: Jack Cloud, DRB Chair

FROM: Anna DiMambro, Planner <sup>AD</sup>

SUBJECT: Project # 1002404

On November 15, 2007, the Environmental Planning Commission approved Project # 1002404/07EPC-40050 and 40051, a request for a site development plan for subdivision and a site development plan for building permit for Lots 1B and 1D, Ladera Industrial Center, located Unser and Vista Oriente NW.

The applicant has satisfied all of the EPC conditions of approval for the site development plan for subdivision with the following exceptions:

1. Condition #3c requires the applicant to specifically state that 75% live groundcover shall be provided for **each** landscaping area.
2. Condition #3e allows the applicant two 12-foot signs along Vista Oriente. As written, the design guidelines would only permit one such sign. The applicant should be made aware that the current language of the design guidelines is more restrictive than what the EPC approved.

The applicant has satisfied all of the EPC conditions of approval for the site development plan for building permit.

Compliance with City Engineer conditions should be verified with the City Engineer. If you should have any questions regarding this case, please do not hesitate to call me at 924-3924.

Thank you.

January 22, 2008

City of Albuquerque  
**Planning Department**  
**Inter-Office Memorandum**

TO: Jack Cloud, DRB Chair

FROM: Anna DiMambro, Planner <sup>AD</sup>

SUBJECT: Project # 1002404

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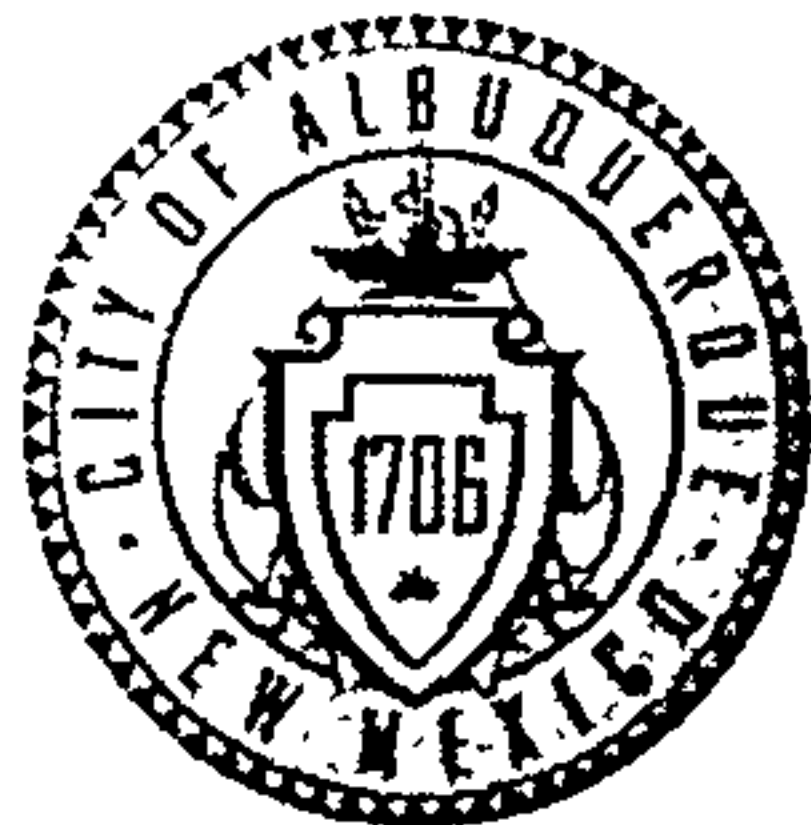
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The applicant has satisfied all of the EPC conditions of approval for the site development plan for building permit.

Compliance with City Engineer conditions should be verified with the City Engineer. If you should have any questions regarding this case, please do not hesitate to call me at 924-3924.

Thank you.



**DEVELOPMENT REVIEW BOARD  
ACTION SHEET**

**Plaza del Sol Hearing Room, Basement, Plaza del Sol Building**

January 30, 2008 9:00 AM

MEMBERS:

Jack Cloud, DRB Chair  
Angela Gomez, Administrative Assistant

Kristal Metro, Transportation Development  
Brad Bingham, Alternate City Engineer

Roger Green, ABCWUA  
Christina Sandoval, Parks & Recreation

\*\*\*\*\*

**CASES WHICH REQUIRE PUBLIC NOTIFICATION**

**MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS**

1. **Project# 1004462**  
08DRB-70006 MAJOR - 2YR SUBD IMP  
AGMT EXT (2YR SIA)  
BOHANNAN HUSTON INC agent(s) for ANDALUCIA DEVELOPMENT CO. INC. request(s) the above action(s) for all or a portion of **ANDALUCIA AT LA LUZ UNIT 3**, zoned SU-1, located on COORS BLVD NW BETWEEN NAMASTE RD AND SEVILLA AVE containing approximately 23.1164 acre(s). (F-11) **THE TWO YEAR EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WAS APPROVED.**
  
2. **Project# 1006539**  
08DRB-70005 VACATION OF PUBLIC EASEMENT  
08DRB-70007 VACATION OF PRIVATE EASEMENT  
BOHANNAN HUSTON INC agent(s) for MESA DEL SOL LLC request(s) the above action(s) for all or a portion of Tract 22, **MESA DEL SOL INNOVATION PARK**, zoned PC, located on UNIVERSITY BLVD SE BETWEEN EASTMEN SE AND STRYKER SE containing approximately 15.82 acre(s). (R-16) **DEFERRED TO 2/6/08 AT THE AGENT'S REQUEST.**

3. **Project# 1006516**  
 07DRB-70030 BULK LAND VARIANCE  
 07DRB-70031 MAJOR - PRELIMINARY  
 PLAT APPROVAL  
 07DRB-70034 VACATION OF PUBLIC  
 EASEMENT  
 07DRB-70032 MINOR - TEMP DEFR  
 SWDK CONST  
 07DRB-70033 SIDEWALK WAIVER  
 07DRB-70085 MINOR-PRELIM&FINAL  
 PLAT APPROVAL  
 BOHANNAN HUSTON INC agent(s) for MESA DEL  
 SOL, LLC request(s) the above action(s) for all or a portion  
 of Tract 4A, **MESA DEL SOL**, zoned SU-2/PC, located  
 on UNIVERSITY BLVD SE BETWEEN SOLAR MESA  
 AVE SE AND BOBBY FOSTER SE containing  
 approximately 114.7792 acre(s). (*Deferred from 06/27/07*  
*& 11/28/07*) (R-15, R-16, S-15 & S-16) **DEFERRED TO**  
**3/5/08 AT THE AGENT'S REQUEST.**
  
4. **Project# 1007018**  
 08DRB-70002 VACATION OF PUBLIC  
 EASEMENT  
 CARTESIAN SURVEYS INC agent(s) for CONTACT  
 BRENT TIANO request(s) the above action(s) for all or a  
 portion of Block(s) 6, Tract(s) A & B, **CIRCLE K**  
**CORPORATION**, zoned C-1, located on WYOMING  
 BLVD BETWEEN COMANCHE NE AND  
 CANDELARIA NE containing approximately 0.58 acre(s).  
 (G-19) **THE VACATION WAS APPROVED AS SHOWN**  
**ON EXHIBIT B IN THE PLANNING FILE PER SECTION**  
**14-14-7-2(A) (1) AND (B) (1)(3) OF THE SUBDIVISION**  
**ORDINANCE.**
  
5. **Project# 1003709**  
 08DRB-70003 VACATION OF PUBLIC  
 EASEMENT  
 08DRB-70004 MINOR - PRELIMINARY/  
 FINAL PLAT APPROVAL  
 SURVEYS SOUTHWEST LTD agent(s) for CHRONIS  
 DEVELOPMENT request(s) the above action(s) for all or a  
 portion of Lot(s) 32-35, W35' OF LOT 37, & 38,  
**TOGETHER W/ LOT 36A, HUBBEL HEIGHTS**  
**ADDN & TRACT 64, UNIT 6, TOWN OF ATRISCO**  
**GRANT**, zoned SU-1 FOR O-1 & C-1 AND  
 RESTAURANT AND LIQUOR, located on 65TH ST SW  
 BETWEEN CENTRAL AVE SW AND COORS BLVD  
 SW containing approximately 5.555 acre(s). (K-11)  
**DEFERRED TO 2/6/08 AT THE AGENT'S REQUEST.**
  
6. **Project# 1006833**  
 07DRB-70254 MAJOR - SDP FOR  
 SUBDIVISION  
 07DRB-70255 MAJOR - SDP FOR  
 BUILDING PERMIT  
 GEORGE RAINHART ARCHITECTS agent(s) for  
 WEBER AND COMPANY request(s) the above action(s)  
 for all or a portion of Tract(s) S2A2, S2A1 & S1A,  
**ATRISCO BUSINESS ADDITION (to be known as**  
**UNSER TOWNE CROSSING)**, zoned IP, located on LOS  
 VOLCANES NW BETWEEN UNSER BLVD NW AND  
 GALATIN NW containing approximately 53 acre(s). (J-9  
 & J-10) (*Deferred from 10/10/07, 11/14/08 & 12/12/07*)  
**DEFERRED TO 2/27/08 AT THE AGENT'S REQUEST.**

**SITE DEVELOPMENT PLANS (EPC FINAL SIGN-OFF) AMENDED PLANS AND  
MASTER DEVELOPMENT PLANS (CITY COUNCIL FINAL SIGN-OFF)**

7. **Project# 1004075**  
07DRB-70453 LEVEL B PLAN PHSE 2  
DRB FINAL SIGNOFF
- DENISH & KLINE ASSOCIATES agent(s) for FOREST CITY COVINGTON NM LLC request(s) the above action(s) for all or a portion of **MESA DEL SOL LEVEL B MASTER PLAN**, zoned PC/PLANNED COMMUNITY, located on EAST OF BROADWAY SE SOUTH OF LOS PICARDOS SE, containing approximately 3,082 acre(s). (*Deferred from 1/9/08 & 1/16/08*). **DEFERRED TO 2/6/08 AT THE AGENT'S REQUEST.**
8. **Project# 1007076**  
08DRB-70042 MINOR - SDP FOR  
BUILDING PERMIT
- DEKKER/PERICH/SABATINI agent(s) for MARK RILEY request(s) the above action(s) for all or a portion of Lot(s) 3A1-B, Block(s) A, **INTERSTATE INDUSTRIAL TRACT; ALBUQUERQUE, BERNILLIO CO., NM Unit 2**, zoned IP, located on OSUNA RD NE BETWEEN GULTON CT NE AND CHAPPELL NE containing approximately 0.75 acre(s). (E-17) **THE SITE DEVELOPMENT PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TRANSPORTATION FOR SITE DEVELOPMENT PLAN TO INCLUDE REQUESTED AMENDED ITEMS, AND TO PLANNING FOR REFUSE AGREEMENT TO REMOVE DUMPSTER, AND FOR VERIFICATION THAT A PUBLIC HEARING WAS NOT REQUIRED.**
9. **~~Project# 1002404~~**  
08DRB-70023 EPC APPROVED SDP  
FOR BUILD PERMIT  
08DRB-70024 EPC APPROVED SDP  
FOR SUBDIVISION
- GEORGE RAINHART ARCHITECT & ASSOCIATES agent(s) for PETERSON PROPERTIES request(s) the above action(s) for all or a portion of Lot(s) 1-B & 1-D, **LADERA INDUSTRIAL CENTER**, located on UNSER BLVD NW BETWEEN VISTA ORIENTE NW AND LADERA CHANNEL containing approximately 7.08 acre(s). (H-9) (*Deferred from 1/23/08*) **DEFERRED TO 2/13/08 AT THE AGENT'S REQUEST.**
- ~~Project# 1002404~~**  
08DRB-70029 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL
- SURV-TEK INC agent(s) for PETERSON INV-98TH/UNSER LLC request(s) the above action(s) for all or a portion of Lot(s) 1-B & 1-D, **LADERA INDUSTRIAL CENTER**, zoned SU-1 LIGHT INDUSTRIAL, located on UNSER BLVD NW AND VISTA ORIENTE ST NW containing approximately 7.0919 acre(s). (H-9) **DEFERRED TO 2/13/08 AT THE AGENT'S REQUEST.**

10. **Project# 1006602**  
08DRB-70036 EPC APPROVED SDP  
FOR BUILD PERMIT  
08DRB-70037 EPC APPROVED SDP  
FOR SUBDIVISION

GEORGE RAINHART ARCHITECTS agent(s) for ALM LLC request(s) the above action(s) for all or a portion of Lot(s) 13-17, 18A-20A, Block(s) 31, Tract(s) A, **NORTH ALBUQUERQUE ACRES Unit A**, zoned SU-2/C-1, located on PASEO DEL NORTE NE BETWEEN BARSTOW NW AND VENTURA NE containing approximately 5.44 acre(s). (D-20) **INDEFINITELY DEFERRED AT THE AGENT'S REQUEST.**

08DRB-70027 VACATION OF PRIVATE  
EASEMENT  
08DRB-70028 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

SURV-TEK INC agent(s) for ALM LLC request(s) the above action(s) for all or a portion of Lot(s) 13-17, 18A - 20A, Block 31, **TRACT A, UNIT A, NORTH ALBUQUERQUE ACRES (To be known as VENTURA PLAZA) Unit A**, zoned SU-2/C-1, located on PASEO DEL NORTE NE BETWEEN VENTURA ST NE AND BARSTOW ST NE containing approximately 5.4387 acre(s). (D-20) **INDEFINITELY DEFERRED AT THE AGENT'S REQUEST.**

**MINOR PLATS, FINAL (MAJOR) PLATS, AMENDED PLATS AND PLANS**

11. **Project# 1003804**  
08DRB-70040 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

SURVEYS SOUTHWEST LTD agent(s) for SHERI MILONE request(s) the above action(s) for all or a portion of Tract(s) M-1, **UNIVERSITY HEIGHTS HOSPITAL**, zoned SU-1, located on MONTGOMERY BLVD NE BETWEEN JEFFERSON ST NE AND HOSPITAL LOOP NE containing approximately 11.3317 acre(s). (F-17) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING TO SHOW SETBACKS AND TO CLARIFY RECIPROCAL EASEMENTS, AND TO PLANNING FOR CROSS LOT ACCESS EASEMENT.**

12. **Project# 1002632**  
08DRB-70034 AMENDMENT TO  
INFRASTRUCTURE LIST

TIERRA WEST LLC agent(s) for AmGo, LLC request(s) the above action(s) for all or a portion of **SUNDANCE ESTATES Unit 1A**, zoned R-LT, located on LYON BLVD NW BETWEEN PARADISE BLVD NW AND PROPOSED UNSER ALIGNMENT containing approximately 32.2706 acre(s). (B-11) **WITHDRAWN AT THE AGENT'S REQUEST.**

13. **Project# 1004526**  
08DRB-70039 EXT OF MAJOR  
PRELIMINARY PLAT
- CLEARBROOK INVESTMENTS INC request(s) the above action(s) for all or a portion of Tract(s) 401, **SAGE PARK**, zoned PRD, located on SAGE RD SW BETWEEN COORS SW AND SAN YGNACIO SW containing approximately 10 acre(s). (L-10) **A ONE-YEAR EXTENSION OF THE PRELIMINARY PLAT WAS APPROVED.**
14. **Project# 1004986**  
08DRB-70041 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL
- STEPHEN & PATRICIA DWYER request(s) the above action(s) for all or a portion of Lot 2, Tract 2, **FOUR HILLS VILLAGE INSTALLMENT 11-A**, zoned R-1, located on STAGECOACH RD SE BETWEEN PEDREGOSO PL SE AND LA CABRA DR SE containing approximately 0.9439 acre(s). (M-23) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING TO RECORD.**
15. **Project# 1005513**  
08DRB-70035 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL
- JACKS HIGH COUNTRY INC agent(s) for FRANK L AND EVELYN S BARELA request(s) the above action(s) for all or a portion of Tract(s) 2, **LANDS OF ALBERT L. MATTHEW**, zoned R-1, located on 12TH ST NW BETWEEN DON FRANCISCO NW AND DON FRANCISCO PL NW containing approximately 0.3755 acre(s). (G-14) **DEFERRED TO 2/13/08 AT THE AGENT'S REQUEST.**
16. **Project# 1007043**  
08DRB-70045 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL
- PETE DASKALOS & JOHN GALLEGOS request(s) the above action(s) for all or a portion of Lot(s) A35-B-1 & A35-B-2, **TOWN OF ATRISCO GRANT Unit(s) NE**, zoned SU-1 FOR C-1 & O-1 USES, located on SEQUOIA NW BETWEEN ATRISCO NW AND COORS NW containing approximately 2.6664 acre(s). (G-11) **THE PRELIMINARY/FINAL AT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR RECIPROCAL ACCESS PARKING AND DRAINAGE EASMENT, AND TO PLANNING FOR INDICATION OF WIDTH AT NARROWEST POINT, 25 FT RADIUS AT INTERSECTION OF ATRISCO AND SEQUOIA, WIDTH OF RIGHT-OF-WAY, AND EXHIBIT SHOWING SIDEWALK AND DISTANCE OF FACE OF CURB TO PROPERTY LINE.**



17. **Project# 1007078**  
08DRB-70044 MINOR - PRELIMINARY/  
FINAL PLAT APPROVAL

PRECISION SURVEYS INC agent(s) for CHU LAI YUE, TRUSTEE RVT request(s) the above action(s) for all or a portion of Lot(s) 9A, 10 - 12, Block 20, **BEL-AIR**, zoned C-2, located on MENAUL BLVD NE BETWEEN MONROE NE AND MADISON NE containing approximately 0.9048 acre(s). (H-17)  
**THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR 2 FT DEDICATION FOR ALLEY RIGHT OF WAY ON THE NORTH.**

**NO ACTION IS TAKEN ON THESE CASES:**  
**APPLICANT - AGENT IS REQUIRED TO BE AT THE MEETING**

18. **Project# 1007077**  
08DRB-70043 SKETCH PLAT REVIEW  
AND COMMENT

PRECISION SURVEYS INC agent(s) for MICHELLE DEVLIN request(s) the above action(s) for all or a portion of Lot(s) 1-A, **MOTOROLA REPLAT**, zoned SU-1/M-1, located on ALAMEDA NE BETWEEN WASHINGTON NE AND JEFFERSON NE containing approximately 20.739 acre(s). C-17 **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE GIVEN.**

19. **Project# 1007074**  
08DRB-70038 SKETCH PLAT REVIEW  
AND COMMENT

ROSS HOWARD SURVEYING CO. request(s) the above action(s) for all or a portion of Tract(s) 99,100,109, zoned RA-2, located on RIO GRANDE BLVD NW BETWEEN GRIEGOS NW AND DIETZ PL NW containing approximately 0.7 acre(s). (F-13) **THE ABOVE ITEM WAS REVIEWED AND COMMENTS WERE GIVEN.**

20. Approval of the Development Review Board Minutes for January 9, 2008.

Other Matters: None

ADJOURNED: 11:05

#9

**2404**

### DXF Electronic Approval Form

DRB Project Case #: 1002404

Subdivision Name: LADERA INDUSTRIAL CENTER LOTS 1B1 1B2 1B3 & 1B4

Surveyor: RUSS P HUGG

Contact Person: RUSS P HUGG

Contact Information: 897-3366

DXF Received: 1/21/2008

Hard Copy Received: 1/21/2008

Coordinate System: NMSP Grid (NAD 27)

  
Approved

01-22-2008  
Date

\* The DXF file cannot be accepted (at this time) for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGIS Use Only**  
Copied fc 2404 to agiscov on 1/22/2008 Contact person notified on 1/22/2008

## **Doug Peterson**

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**From:** Cloud, Jack W. <jcloud@cabq.gov>  
**Sent:** Tuesday, November 29, 2011 4:59 PM  
**To:** Doug Peterson  
**Cc:** freda@iacivil.com; Jon Stern; Rusty Hugg  
**Subject:** RE: Project #1002404, Unser and Vista Oriente

The Site Development Plan for Subdivision is approved - the architect should have been given an Action Log ('Blue Sheet') at DRB instructing them to submit 3 complete sets of the site plan (include all sheets) to the Front Counter - the approval is not official until the copies have been received and distributed.

The Site Development Plan for Building Permit was delegated to the City Engineer for completion and recording of the Subdivision Improvements Agreement/ SIA - again this should be noted on your Blue Sheet. Once the City Engineer has signed the site plan, we again need 3 complete sets to finalize the approval.

- Jack Cloud, Chair  
Development Review Board  
505.924.3880

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**From:** Doug Peterson [<mailto:Doug@petersonproperties.net>]  
**Sent:** Tuesday, November 29, 2011 3:14 PM  
**To:** Cloud, Jack W.  
**Cc:** [freda@iacivil.com](mailto:freda@iacivil.com); Jon Stern; Rusty Hugg  
**Subject:** RE: Project #1002404, Unser and Vista Oriente

Hello all. The email below bounced back from most recipients for being too large. So I'm trying it again here and a subsequent email with only 1 attachment on each. Thanks.

**Douglas H. Peterson**  
Principal of Peterson Properties, LLC  
Chairman, City of Albuquerque Environmental Planning Commission  
2325 San Pedro NE #2A  
Albuquerque, NM 87110  
P: 505.884.3578  
F: 505.884.6793  
[Doug@PetersonProperties.net](mailto:Doug@PetersonProperties.net)

---

**From:** Doug Peterson  
**Sent:** Tuesday, November 29, 2011 12:11 PM  
**To:** Cloud, Jack W. ([jcloud@cabq.gov](mailto:jcloud@cabq.gov))  
**Cc:** Fred Arfman ([freda@iacivil.com](mailto:freda@iacivil.com)); 'Jon Stern'; 'Rusty Hugg'  
**Subject:** Project #1002404, Unser and Vista Oriente

Good morning, Jack. My company's recommencing with Project #1002404 at Unser and Vista Oriente on the west side. This is about 7 acres that is an "L" around an existing Walgreens. Our team has found the attached Site Development Plan for Subdivision and Site Development Plan for Building Permit in our files. I write to see if these are considered fully signed off? Particularly, it seems that the Site Development Plan for Subdivision is missing the Solid Waste approval (although Solid Waste did approve the Site Development Plan for Building Permit); and the Site Development Plan for Building Permit is missing the City Engineer approval. We stopped this project before finalizing the Infrastructure List and entering into a Subdivision Improvement Agreement; that is where we'd like to pick up. Are we on the right course? Thanks.

Douglas H. Peterson

Fellow Shareholders:

Our fiscal 2011 results were truly exceptional as we passed two major milestones – achieving both annual operating income for the first time in six years and net income in each of the four quarters during the fiscal year.

For the last four years, we have been talking to you about returning our Company to profitability and beyond. In looking back to when we first started our journey, each of the years had its own distinctive theme. Our first year, 2007, was all about right sizing the business, establishing our business priorities and positioning us for our turnaround. The next two years were dominated by going into, traveling through and coming out of the terrible recession. We worked hard to ensure we exited the recession stronger than when we entered it. And finally in fiscal 2011, our fourth year that we are now reporting, we moved from playing defense to playing offense as our business gained strength and we began reaping the benefits of previous accomplishments. Constant in each of the last four years has been the disciplined and persistent execution of clear business strategies.

Now that profitability has been achieved, we are ready and eager to move our respected Company into the next chapter – beyond profitability. The creativity, rigor and steadfastness that are deeply embedded in the culture of Pier 1 Imports have served us well and will continue to serve us well as we extend the reach of the distinctive Pier 1 Imports brand. We plan to grow sales and profitability by maintaining the performance trajectory of our stores. At the same time, we are developing several new avenues which will bring new customers to the Pier 1 Imports experience and give existing customers more reasons to shop with us. With an outstanding management team, the strength of the Pier 1 Imports brand and rigorous capital discipline, we are working towards developing our Company into a best-in-class, multi-channel retailer.

Based on our recent successes, the strength of our balance sheet and ongoing cash generation, we are well-positioned to invest in the future of our Company, return value to our shareholders and maintain a strong cash balance. In April 2011, we announced a three-year growth plan designed to sustain and enhance sales and further improve profitability and increase shareholder value. Within the next three years, our goal is to achieve sales of \$200 per retail square foot and drive our operating margin to at least 10% of sales. We also expect to grow an online business that contributes at least 10% of revenues over the next five years. The growth plan provides for the investment of \$200 million in capital initiatives over the next three years. It includes the acceleration of e-Commerce initiatives, existing store improvements, expansion of our Pier 1 Imports store portfolio, and improvements in infrastructure and technology. These initiatives will enhance business processes and efficiencies throughout our entire organization. In addition, we were pleased to announce that our Board approved a plan to return value to our shareholders by an initial share repurchase program of up to \$100 million.

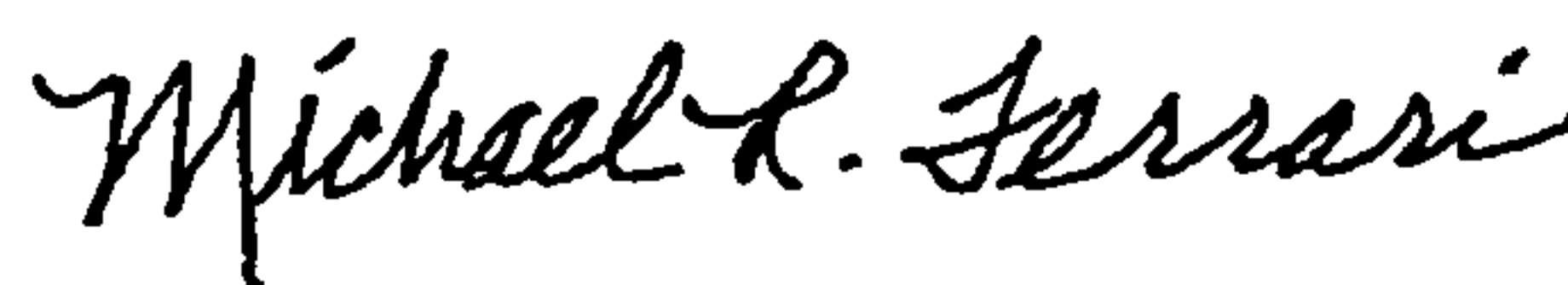
Over the coming years we plan to grow from a single brand, bricks and mortar retailer into a multi-channel retailer, with assortments and brand reach significantly greater from where we are today. We will do it carefully, thoughtfully, and at an appropriate pace. Evolution, not revolution, is our mantra. The investments we make in our stores, our technology and our evolution into a best-in-class retailer will greatly assist in the achievement of our goals, exceed the expectations of our customers, and improve Pier 1 Imports' competitive position in the marketplace. We will continue to reap benefits from the carefully planned investments we have made and are making in the business and look forward to building upon these successes – one customer and one SKU at a time.

We would like to thank our talented and dedicated associates throughout our organization who have brought us so far already and who will take us into a profitable future. We also appreciate the contributions of and relationships with our vendors, agents and other business partners who have helped make this past year a success. To be sure, we look forward to building an even better future together.

Sincerely,



**Alexander W. Smith**  
*President and Chief Executive Officer*



**Michael R. Ferrari**  
*Chairman of the Board*

Principal of Peterson Properties, LLC  
Chairman, City of Albuquerque Environmental Planning Commission  
2325 San Pedro NE #2A  
Albuquerque, NM 87110  
P: 505.884.3578  
F: 505.884.6793  
[Doug@PetersonProperties.net](mailto:Doug@PetersonProperties.net)

# **Pier 1 Imports**

is the place to discover  
unique home furnishings  
and gifts from around the world.

## **Our authentic and distinctive merchandise**

reflects the diverse cultures of the many countries we explore. We offer a broad assortment of items and styles, with something for everyone – useful, decorative and the purely whimsical. We help our customers reflect their personal style.

## **Our stores are a treat for the senses.**

Fragrant candles, the colors and patterns of dinnerware, textured carvings, woven textiles and the exotic scent of wicker all combine to create an eclectic environment.

## **Our image is quirky.**

From our iconic logo to our signature red tile floors, we offer a special shopping experience. We display our fabulous wares so that each trip is a treasure hunt where customers can find long-time favorites as well as something new. It's the thrill of the bazaar. The expected and the unexpected.

## **Our associates bring our brand to life.**

We value their creativity, talent and dedication.

In short, there is only one authentic global importer,  
who brings the world home for our customers,  
the ever original, ever evolving

**Pier 1 Imports.**



**PETERSON PROPERTIES, LLC**

HAND DELIVERED  
November 30, 2011

City of Albuquerque Planning Department  
Front Desk  
600 2nd Street NW  
Albuquerque, NM 87103

RE: PROJECT #1002404  
DRB APPLICATION NO. 08DRB-70024

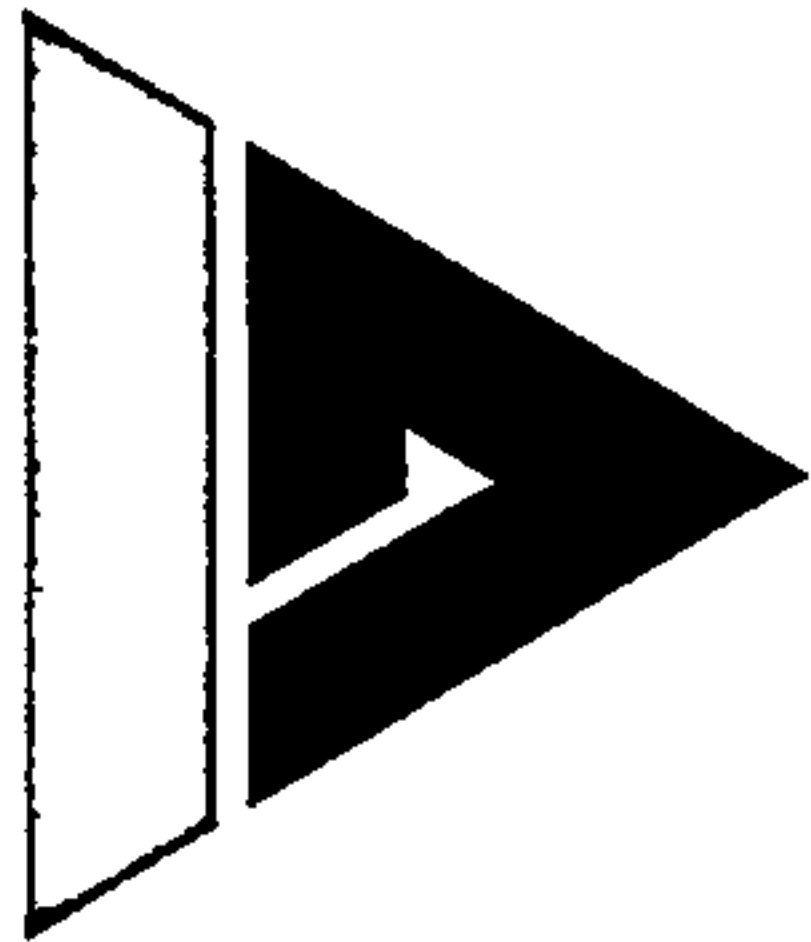
Dear Planning Department,

In follow up to my email correspondence with DRB Chair Jack Cloud dated 11/29/11 (enclosed for your reference), I enclose herewith three copies of the fully signed off Site Development Plan for Subdivision for the above-referenced project and DRB Application Number.

Sincerely,



Douglas H. Peterson



**Isaacson & Arfman, P.A.** Consulting Engineering Associates

*Thomas O. Isaacson, PE (Ret.) & LS (Ret.) \* Fred C. Arfman, PE \* Asa Nilsson-Weber, PE*

May 21, 2012

Mr. Jack Cloud, Chairman  
Development Review Board, Planning Department  
City of Albuquerque, NM 87103

Re: **Vista Oriente**  
**DRB Project No. 1002404**

Dear Mr. Cloud,

Isaacson & Arfman, PA is the agent for Peterson INV-98tgh/ Unser, LLC, owner of the referenced property at the northeast corner of Unser Blvd. and Vista Orients NW. We are hereby requesting DRB consideration to modify the existing Infrastructure List (IL) that accompanied the Site Plan approval on April 30, 2008. The existing IL has ten items and the proposal list reflects the current requirements based on the explanations found below:

Item No. Type of Improvement and Modification/Explanation

1. No Change
2. No Change
3. No Change
4. No Change
5. Construct a westbound left turn lane on Vista Oriente. The subject left turn lane has already been constructed and requires restriping (**see revised IL item for intersection restriping**).
6. Construct a second westbound left turn lane on Vista Oriente by eliminating the striped out lane and re-timing the traffic signal. Also, it will probably be necessary to construct vehicle detection for the lane if not already present. There is no video detection mounted on the mast-arms, so this intersection probably uses pavement loop detectors. Also, a "LEFT TURN ON GREEN ARROW ONLY" sign will be required. (**See revised intersection restriping item proposed IL**).
7. Construct a second northbound left turn lane on Unser at Ladera by eliminating the striped out lane and re-timing the traffic signal. **The improvement currently exists and should be removed from the revised IL.**



8. Construction of a new westbound thru lane. This item has been deemed not warranted by the Transportation Development **and this item should be removed from the revised IL.**
9. Extension of the southbound left turn lane to be lengthened from 125 feet long to 225 feet long. **Item to remain on revised IL.**
10. Construction and implementation of dual NB and SB left turn lanes on Unser Blvd. at Ladera. **The improvement currently exists and should be removed from the revised IL.**

We met with the City Transportation staff on May 18, 2012 on these matters and have reached a mutual agreement of those items shown on the Revised Infrastructure List dated May 21, 2012.

Sincerely,  
Isaacson & Arfman, PA

  
Fred C. Arfman, PE



DEVELOPMENT REVIEW BOARD SUPPLEMENTAL SUBMITTAL

PROJECT NO. 1002404

TO: Application No. 12DRB-70101

ALL MEMBERS

Jack Cloud, DRB Chairman, Planning Department

Curtis Cherne, P.E., Hydrology

Kristal Metro, P.E., Transportation Development

Allan Porter, P.E., Albuquerque/ Bernalillo Co.WUA

Carol Dumont, Parks/Municipal Development

NEXT HEARING DATE: May 30, 2012

NOTE: REQUESTS FOR DEFERRAL OF CASES WILL BE DISCUSSED BY THE BOARD AND THE APPLICANT AND/OR AGENT AT THE BEGINNING OF THE AGENDA. BOTH PARTIES MUST AGREE UPON THE DATE OF DEFERRAL. IF THE APPLICANT/AGENT IS NOT PRESENT, THE ADMINISTRATIVE ASSISTANT MUST RECEIVE A LETTER, PRIOR TO THE HEARING DATE, REQUESTING A SPECIFIC DEFERRAL DATE. THE BOARD WILL DISCUSS AND MAKE A DECISION AT THE HEARING. THE APPLICANT/AGENT WILL THEN BE INFORMED OF THE DEFERRAL DATE AND REASON. IF THE APPLICANT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFIINITELY DEFERRED ON A NO SHOW.

SUBMITTAL DESCRIPTION: Revised Infrastructure List

Letter of Explanation

RECEIVED  
APR 21 2012

CONTACT NAME: Fred C. Arfman, PE

TELEPHONE: 268-8828 EMAIL: freda@iacivil.com



Supplemental Form (SF)

**SUBDIVISION**

- Major subdivision action
- Minor subdivision action
- Vacation
- Variance (Non-Zoning)

**SITE DEVELOPMENT PLAN**

- for Subdivision
- for Building Permit
- Administrative Amendment/Approval (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

**STORM DRAINAGE (Form D)**

- Storm Drainage Cost Allocation Plan

**S Z ZONING & PLANNING**

- Annexation
- Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plan boundaries)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)

**L A APPEAL / PROTEST of...**

- Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICATION INFORMATION:**

Professional/Agent (if any): Isaacson & Arfman, P.A. PHONE: 268-8828  
 ADDRESS: 128 Monroe Street NE FAX: 268-2632  
 CITY: Albuquerque STATE NM ZIP 87108 E-MAIL: freda@iacivil.com

APPLICANT: Peterson Inv-98th/Unser, LLC PHONE: (505) 884-3578  
 ADDRESS: 2325 San Pedro Dr. NE, Ste 2-A FAX: (505) 884-6793  
 CITY: Albuquerque STATE NM ZIP 87110 E-MAIL: Doug@petersonproperties.net  
 Proprietary interest in site: Owner List all owners: (see applicant)

DESCRIPTION OF REQUEST: Revised Infrastructure List due to recent improvements and changed conditions

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

**SITE INFORMATION: ACCURACY OF THE EXISTING LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.**

Lot or Tract No. Lots 1-B-1, 1-B-2, 1-B-3 & 1-B-4, Ladera Industrial Center Block: \_\_\_\_\_ Unit: \_\_\_\_\_  
 Subdiv/Addn/TBKA: Same  
 Existing Zoning: SI-1 Light Industrial Proposed zoning: same MRGCD Map No \_\_\_\_\_  
 Zone Atlas page(s): H-9 UPC Code: 1009059466336110204 & 100905949834110203

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_, Z\_, V\_, S\_, etc.): 08DRB-70223

**CASE INFORMATION:**

Within city limits?  Yes Within 1000FT of a landfill?  No  
 No. of existing lots: 4 No. of proposed lots: 4 Total site area (acres): 7.0919  
 LOCATION OF PROPERTY BY STREETS: On or Near: NE Quadrant  
 Between: Unser Blvd. NW and Vista Oriente St. NW

Check if project was previously reviewed by: Sketch Plat/Plan  or Pre-application Review Team(PRT)  Review Date: \_\_\_\_\_

SIGNATURE Fred C. Arfman DATE 03-19-12  
 (Print Name) Fred C. Arfman, PE Applicant:  Agent:

**FOR OFFICIAL USE ONLY**

Revised: 6/2011

<input type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>12DRB - 70101</u>	<u>APP</u>	_____	<u>\$ 50.00</u>
<input checked="" type="checkbox"/> All fees have been collected	_____	<u>CMF</u>	_____	<u>\$ 20.00</u>
<input checked="" type="checkbox"/> All case #s are assigned	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> AGIS copy has been sent	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> Case history #s are listed	_____	_____	_____	\$ _____
<input type="checkbox"/> Site is within 1000ft of a landfill	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. density bonus	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. fee rebate	_____	_____	_____	\$ _____
	Hearing date <u>March 28, 2012</u>			Total <u>\$ 70.00</u>

Vander  
 Staff signature & Date

Project # 1002404

**FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING**

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

**SKETCH PLAT REVIEW AND COMMENT (DRB22)** **Your attendance is required.**

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- List any original and/or related file numbers on the cover application

**EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** **Your attendance is required.**

- Preliminary Plat reduced to 8.5" x 11"
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Copy of DRB approved infrastructure list
- Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
- List any original and/or related file numbers on the cover application

**Extension of preliminary plat approval expires after one year.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** **Your attendance is required.**

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Signed & recorded Final Pre-Development Facilities Fee Agreement for **Residential** development only
- Design elevations & cross sections of perimeter walls **3 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Copy of recorded SIA
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- List any original and/or related file numbers on the cover application
- DXF file and hard copy of final plat data for AGIS is required.

**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** **Your attendance is required.**

- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings
- Signed & recorded Final Pre-Development Facilities Fee Agreement for **Residential** development only
- Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- Fee (see schedule)
- List any original and/or related file numbers on the cover application
- Infrastructure list if required (**verify with DRB Engineer**)
- DXF file and hard copy of final plat data for AGIS is required.

**AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** **Your attendance is required.**

PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.

- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- List any original and/or related file numbers on the cover application

**Amended preliminary plat approval expires after one year**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

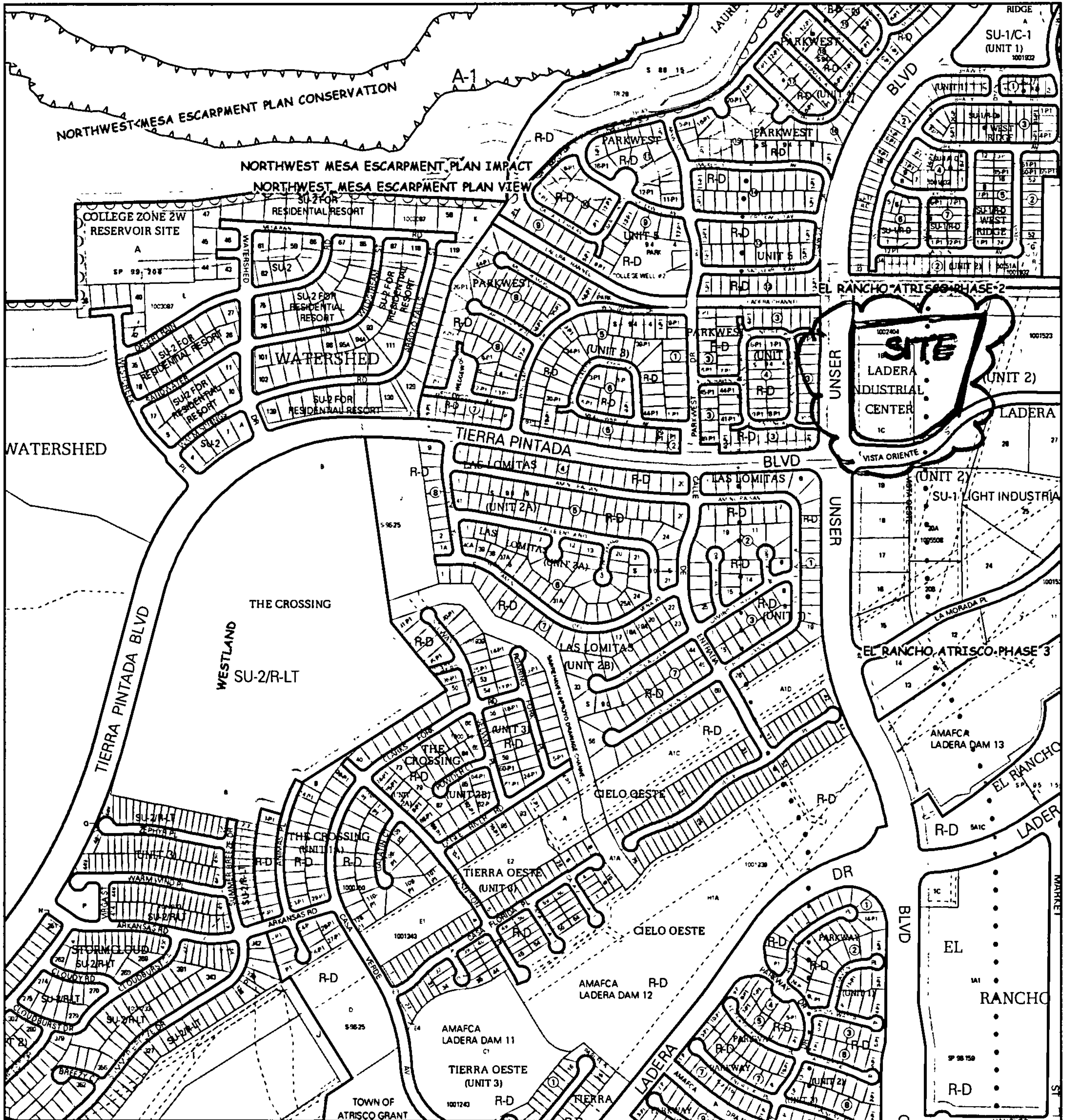
FRED C. AREMAN  
Applicant name (print)  
Fred C. Arman 03-16-12  
Applicant signature / date



Form revised October 2007

- Checklists complete
  - Fees collected
  - Case #s assigned
  - Related #s listed
- |                          |         |
|--------------------------|---------|
| Application case numbers |         |
| 12DRB -                  | - 70101 |
| -                        | -       |
| -                        | -       |

[Signature]  
Planner signature / date  
Project # 9002404



For more current information and more details visit: <http://www.cabq.gov/gis>

**AGIS**  
Albuquerque Geographic Information System

Map amended through: 6/13/2008

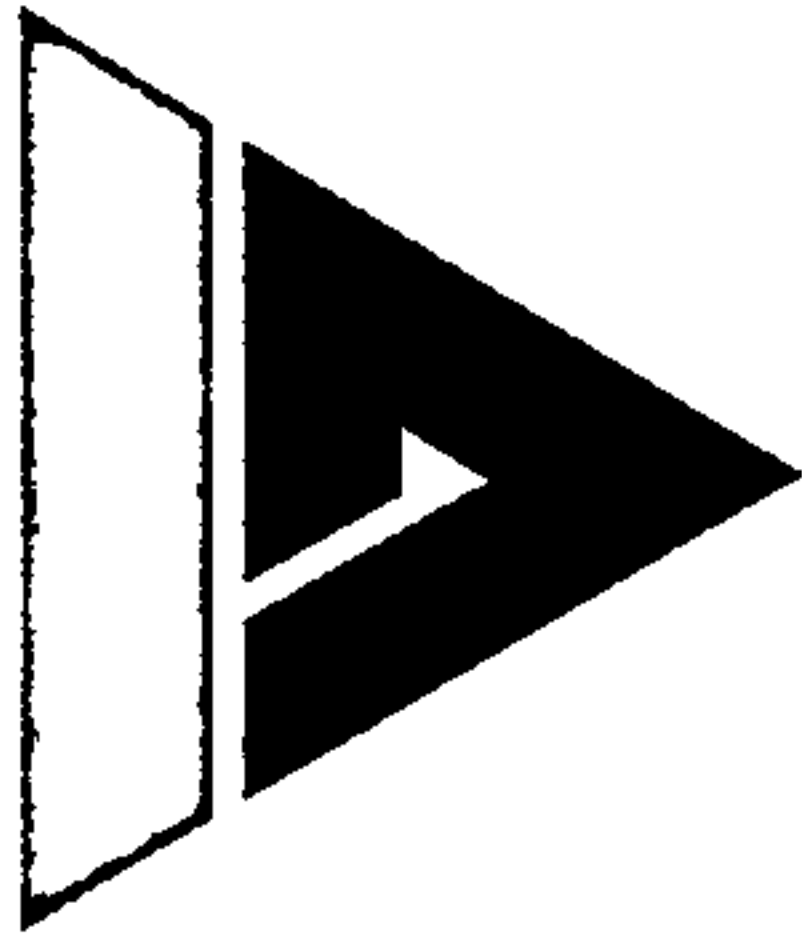
Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**H-09-Z**

Selected Symbols

SECTOR PLANS	Escarpment
Design Overlay Zones	2 Mile Airport Zone
City Historic Zones	Airport Noise Contours
H-1 Buffer Zone	Wall Overlay Zone
Petroglyph Mon.	

0 750 1,500 Feet



March 15, 2012

Mr. Jack Cloud, Chairman  
Development Review Board, Planning Department  
City of Albuquerque, NM 87103

Re: **Vista Oriente**  
**DRB Project No. 1002404**

Dear Mr. Cloud,

Isaacson & Arfman, PA is the agent for Peterson INV-98tgh/ Unser, LLC, owner of the referenced property at the northeast corner of Unser Blvd. and Vista Orients NW. We are hereby requesting DRB consideration to modify the existing Infrastructure List (IL) that accompanied the Site Plan approval on April 30, 2008. The existing IL has ten items and the proposal list reflects the current requirements based on the explanations found below:

Item No. Type of Improvement and Modification/Explanation

1. No Change
2. No Change
3. No Change
4. No Change
5. Construct a westbound left turn lane on Vista Oriente. The subject left turn lane has already been constructed and requires restriping (**see revised IL item for intersection restriping**).
6. Construct a second westbound left turn lane on Vista Oriente by eliminating the striped out lane and re-timing the traffic signal. Also, it will probably be necessary to construct vehicle detection for the lane if not already present. There is no video detection mounted on the mast-arms, so this intersection probably uses pavement loop detectors. Also, a "LEFT TURN ON GREEN ARROW ONLY" sign will be required. (**See revised intersection restriping item proposed IL**).
7. Construct a second northbound left turn lane on Unser at Ladera by eliminating the striped out lane and re-timing the traffic signal. **The improvement currently exists and should be removed from the revised IL.**

8. Construction of a new westbound thru lane. This item was based on traffic being generated by other projects as well as Vista Oriente. One such project was the proposed Target Shopping Center at Los Volcanes Rd. / Unser Blvd. That project will not happen. So the volumes used to recommend improvements at Ladera / Unser never happened and are no longer proposed **and this item should be removed from the revised IL.**
9. Extension of the southbound left turn lane to be lengthened from 150 feet long to 225 feet long. **Item to remain on revised IL.**
10. Construction and implementation of dual NB and SB left turn lanes on Unser Blvd. at Ladera. **The improvement currently exists and should be removed from the revised IL.**

We have met with the City Transportation staff on these matters and feel that the revised IL represents the current conditions as shown on the colored aerial exhibits marked up to indicate the existing and proposed improvements.

Sincerely,  
Isaacson & Arfman, PA

  
Fred C. Arfman, PE

# DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND CROSS-EASEMENTS

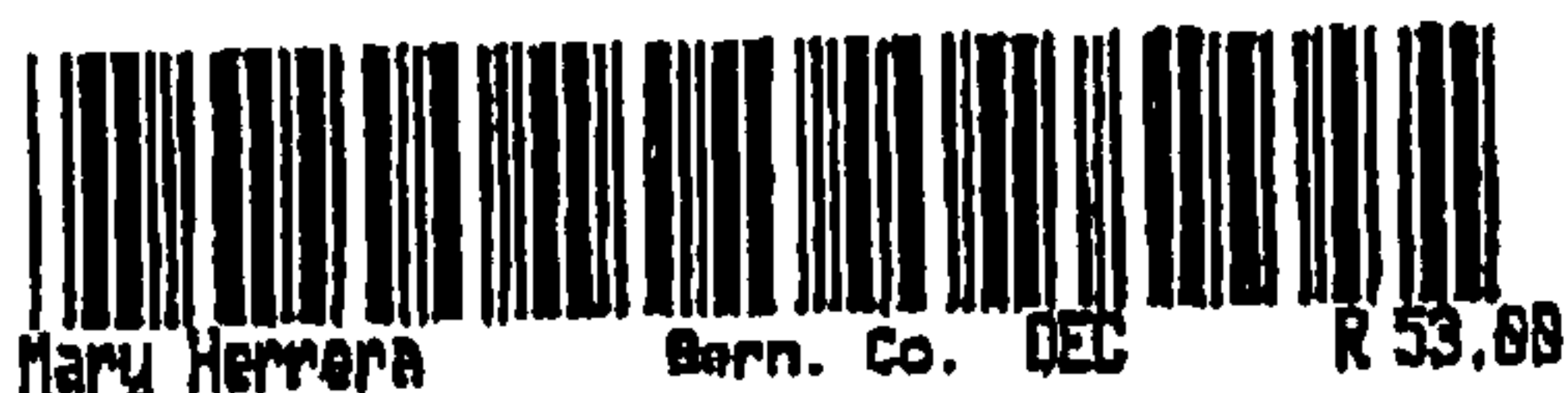
This Declaration of Covenants, Conditions, Restrictions and Cross-Easements ("Declaration") is made as of the 4<sup>th</sup> day of April, 2005, by CAP II - 98<sup>th</sup>/Unser, LLC, a New Mexico limited liability company (hereinafter "Declarant").

## PREAMBLE:

A. Declarant is the fee owner of those certain Parcels of real estate described as Lot 1-B and Lot 1-C located at the northeast corner of Vista Oriente Street (also known as 98<sup>th</sup> Street) and Unser Boulevard in the City of Albuquerque, County of Bernalillo, State of New Mexico, which Lots are designated "Lot 1-B" and "Lot 1-C" on Exhibit "A" and are more particularly described in Exhibits "B-1" and "B-2" respectively, which Exhibits are attached hereto and by this reference incorporated herein. Lot 1-B and Lot 1-C are sometimes hereinafter collectively referred to as the "Property" or individually as a "Lot".

B. Declarant wishes to grant certain easements for the benefit of each Lot and place certain restrictions upon the Property for the mutual benefit of Lot 1-B and Lot 1-C.

C. This Declaration shall run in perpetuity and is intended to be and shall be construed as covenants running with the land and shall be binding upon Declarant, each Owner, and all other persons acquiring any right, title or interest in and to the Property or





**DRAFT**

**DECLARATION OF COVENANTS, RESTRICTIONS  
AND CROSS-EASEMENTS**

This DECLARATION OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS (hereinafter referred to as "this Declaration"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by Peterson INV – 98<sup>th</sup>/Unser, LLC, a New Mexico limited liability company (hereinafter, the "Declarant");

**W I T N E S S E T H :**

WHEREAS, Declarant is the owner of a certain tract of real property located at the northeast corner of Unser Blvd and Vista Oriente Street in the City of Albuquerque, County of Bernalillo, State of New Mexico, which real property is more particularly described as follows (hereinafter the "Property"):

LOTS 1-B AND 1-D OF LADERA INDUSTRIAL CENTER AS SHOWN ON THE SUBDIVISION THEREOF (BEING A REPLAT OF LOT1 LADERA INDUSTRIAL CENTER) SITUATE WITHIN THE TOWN OF ATRISCO GRANT (PROJECT SECTION 9, T. 10 N., R. 2 E., NMPM), AS SUCH SUBDIVISION WAS RECORDED AS DOCUMENT NUMBER 2004088244 ON JUNE 24, 2004, IN BOOK 2004C AS PAGE 194.

WHEREAS, Declarant plans to further subdivide the Property and in anticipation thereof, may hereinafter refer to individual portions thereof in general as a "Parcel" or "Parcels" or specifically as "Parcel 1", "Parcel 2", "Parcel 3", and "Parcel 4" as each is shown on Exhibit "A" attached hereto and by this reference, incorporated herein. Exhibit "A" is also sometimes hereinafter referred to as the "Site Plan." Each Parcel is legally and more specifically described in Exhibit "B" attached hereto and by this reference, incorporated herein.

WHEREAS, this Declaration shall be subject in all respects to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Cross-Easements dated April 4<sup>th</sup>, 2005 and recorded as File #2005047788 on April 7, 2005, in the Records of

Bernalillo Count, New Mexico (hereinafter the "Underlying Agreement"). The Underlying Agreement encumbers the Property and, to varying degrees as more specifically provided in the Underlying Agreement, other real property shown on Exhibit "A" and labeled "Not A Part." The purpose of this Declaration is to establish additional covenants, conditions, restrictions and easements upon the Property for the sole benefit of the Property and the Owners thereof. The Underlying Agreement shall not be amended or modified except as set forth therein; notwithstanding the foregoing, the Consenting Party (defined below) may amend the Underlying Agreement without the consent of the owner of Parcel 1, provided that such amendment shall have no adverse impact upon Parcel 1.

NOW, THEREFORE, Declarant hereby declares, grants and establishes the following covenants, conditions, restrictions and easements for the sole benefit of the Property and the Owners thereof. Declarant further declares that the Property shall be held, sold and conveyed subject to said covenants, conditions, restrictions and easements which shall run with the real property and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

## ARTICLE I DEFINITIONS

Section 1.1 "Common Area" shall mean all of those areas within the Property which are not from time to time, and at any applicable time, occupied by buildings or drive through facilities. By way of illustration, and not limitation, Common Area shall include all private streets, non-exclusive easement areas, driveways and drive aisles, areas of ingress and egress, parking areas, service areas, sidewalks and other pedestrian ways, landscape areas and similar amenities designated and maintained for such uses from time to time. Except as specified to the contrary elsewhere in this Declaration, the Owner of each Parcel shall have the right to change the Common Area on its Parcel at any time and from time to time.

Section 1.2 "Consenting Party" shall mean and refer to the Declarant. There shall be only one (1) Consenting Party for the Property. Until the Declarant has designated a Successor Consenting Party (which Declarant may do at any time in its sole and absolute discretion) Declarant shall continue to act as the Consenting Party notwithstanding the sale of subdivided portions of the Property. The designation of a "Successor Consenting Party" shall

only be effective upon recordation of such designation by written instrument in the real property files of Bernalillo County (hereinafter "Official Records"). In the event Declarant sells or otherwise conveys all of its interest in the Property and either (i) Declarant has not appointed a Successor Consenting Party or (ii) the designated Successor Consenting Party cannot or will not exercise its responsibilities as provided for in this Declaration, then the Owner or Owners who own a majority, as determined by land area, of the Property may designate a Consenting Party .

Section 1.3 "Default Rate" shall mean the rate of interest that is the lesser of (i) eighteen percent (18%) per annum and (ii) the maximum rate allowed by applicable law.

Section 1.4 "Maintenance Director" shall mean the Declarant or such other person, persons or entity to whom Declarant or its assignee has assigned the powers or duties of the Maintenance Director hereunder, from time to time, by written instrument.

Section 1.5 "Mortgage" shall mean a mortgage, deed of trust or other security devise affecting all or any portion of or interest in the Property or a portion thereof which has been recorded in the Official Records and "Mortgagee" shall mean and refer to the mortgagee, beneficiary or other holder of any of the foregoing instruments, providing the name and address of such mortgagee, beneficiary or other holder shall appear among the aforesaid Official Records.

Section 1.6 "Owner" shall mean and refer to any Person (as hereinafter defined) having any fee simple estate in any portion of the Property, excluding any Person who holds such interest as security for the payment of an obligation, but including any Mortgagee or other security holder in actual possession of any portion of the Property by foreclosure or otherwise, and any Person taking title from any such security holder.

Section 1.7 "Person" shall mean artificial persons or legal entities (such as corporations, limited liability companies, partnerships, trusts, etc.) as well as natural persons.

Section 1.8 "Walgreens Parcel" shall mean Lot 1-C of Ladera Industrial Center as shown on the Subdivision thereof (being a replat of Lot1 Ladera Industrial Center) situate within the town of Atrisco grant (project section 9, T. 10 N., R. 2 E., NMPM), as such subdivision was recorded as document number 2004088244 on June 24, 2004, in book 2004C as page 194.

ARTICLE II  
EASEMENTS

Section 2.1 Access Easements. Declarant hereby grants and establishes for the benefit of the Owner of each Parcel, its lessees, customers and invitees, perpetual, non-exclusive, reciprocal, cross-easements of ingress and egress for vehicular and pedestrian traffic over, upon, and across the Common Areas of each Parcel as such Common Areas may exist from time to time to and from any and all current and future curb cuts to and from Unser Boulevard and Vista Oriente Street and to and from the Walgreens Parcel. Additionally, Declarant hereby grants and establishes for the benefit of the Owner of each Parcel, its lessees, customers and invitees, a perpetual, non-exclusive, reciprocal easement for vehicular and pedestrian ingress to and egress from all current and future curb cuts to and from Unser Boulevard and Vista Oriente Street and the Walgreens Parcel over, upon and across those areas of the Property crosshatched and designated "Common Access Driveway" as shown on Exhibit "A".

(a) The Common Access Driveway will be no less than twenty-four feet (24') wide and shall be constructed where shown on Exhibit "A". The Owner of each Parcel shall construct and thereafter maintain, at its sole cost and expense, concurrent with the development of its Parcel, such portion of the Common Access Driveway as is located on its respective Parcel. No Owner shall relocate or otherwise alter the placement of Common Access Driveway within its Parcel without the prior written consent of the Consenting Party which consent may be withheld by the Consenting Party in its absolute discretion. Notwithstanding the responsibility of each Owner to construct that portion of the Common Access Driveway as is located on its Parcel, in the event development of any Parcel shall precede the development of any other Parcel, the Owner of the Parcel first to develop (hereinafter the "Developing Parcel") shall have the right to construct and thereafter maintain, at its sole cost and expense, all or as much of the Common Access Driveway on the adjoining Parcel(s) (hereinafter the "Secondary Parcel") as the Owner of the Developing Parcel, in its sole discretion, deems necessary to provide for adequate ingress and egress to the Developing Parcel. The Owner of the Developing Parcel shall have the right, in its sole discretion and at its sole cost and expense, to temporarily improve the Common Access

Driveway over and across the Secondary Parcel(s) to an extent deemed adequate by the Owner of the Developing Parcel for its use. After permanent construction of the Common Access Driveway in conjunction with development of the Secondary Parcel, that portion of the Common Access Driveway located within each Parcel shall be maintained in good condition and repair, clean and free of all rubbish, by the respective Owner of each Parcel, provided however, if any damage to the Common Access Driveway located within one Parcel is caused by the Owner of another Parcel, or its lessees or employees, the damaging Owner shall be responsible for repairing any such damage at its sole cost and expense.

(b) Notwithstanding anything to the contrary in Section 2.1(a), after permanent construction of the Common Access Driveway on any Parcel(s), in the event any Parcel Owner fails to maintain in a first-class manner its portion of the permanent Common Access Driveway (hereinafter the "Non-performing Owner") and such failure continues for thirty (30) days after notice from another Parcel Owner of such failure (hereinafter the "Notifying Owner"), the Notifying Owner shall have the right, but not the obligation, to do all acts and things necessary or appropriate to so maintain such Common Access Driveway on such portion of the Non-Performing Owner's Parcel on behalf of and at the cost and for the benefit of the Non-performing Owner. In such event, all costs and expenses incurred by the Notifying Owner, together with interest thereon at the Default Rate shall be paid by the Non-performing Owner to the Notifying Owner on demand.

Section 2.2 Parking. The Owners of each Parcel shall at all times provide sufficient parking on its Parcel(s) or portion thereof to satisfy any and all governmental parking requirements applicable thereto without reliance on any adjoining Parcel. Customers, but not employees, vendors, or tenants, of the businesses of a Parcel may park, for reasonable lengths of time and during reasonable business hours, on other Parcels.

Section 2.3 Utilities. Declarant hereby grants and establishes for the benefit of each individual Owner of any portion of the Property, its successors, assigns and lessees, a perpetual, non-exclusive, reciprocal underground easement across the Common Areas of the Property (as they may exist from time to time) for the purpose of installing, maintaining, operating, repairing, replacing and renewing any and all utility lines and related facilities, including without limitation, electricity, water, gas, sewer, telephone, cable television and storm drains. The location of any such utilities shall be subject to the reasonable review and

consent of the Owner of the Parcel to be burdened by such easement(s) (Owner's consent to be provided within fourteen {14} days of request by any Owner or Utility provider or such request is deemed approved); provided that, in any event, no such utilities shall be located within any building footprint, or encroach upon any permanent improvements located on the burdened Parcel from time to time, and all such easements, shall (if practical) be located along perimeters or boundary lines of the burdened Parcel, but in any event shall be situated so as to minimize damage, diminution in value or other negative impacts, upon the burdened Parcel or the Common Areas thereof. Notwithstanding the foregoing, the utility locations as shown on a so-called "Master Utility Plan" accompanying (or filed as a condition of government approval of) the plat which legally subdivides the Property into the Parcels herein described shall be deemed approved by all Owners of the Property. The utility easements granted hereby are solely for the purposes set forth above, provided, however, that in using the easements granted hereby, any Owner who goes, or causes its agent or any utility company to go, upon any other Owner's property or Common Area shall (i) give the other Owner at least three (3) days prior written notice together with a drawing of any proposed installation or relocation of any utility line; (ii) cause such use of its utility easement to be conducted in a manner which, under the circumstances, is the least disruptive to the other Owner, its tenants, and the customers and invitees of each of them; (iii) cause such use to be completed with due regard for the safety of all persons coming onto such Property or Common Area, and (iv) cause, at its expense, any damage to the other Owner's or its tenant's improvements (including without limitation, pavement) to be promptly repaired and restored as near as practicable to the prior condition of such improvement. Each such Owner shall be liable to such other Owner and tenants for any breach of the foregoing obligations, and each such Owner shall indemnify such other Owner and tenants and hold such other Owner and tenants free, clear and harmless from any and all claims, actions, demands, causes of action, costs and expenses whatsoever (including attorneys' fees and court costs) for any personal injury or property damage arising from or as a result of such Owner's use of a utility easement upon such other Owner's Parcel or Common Area.

Section 2.4 Free-Standing Sign Allocation. Parcel 1 may, in the discretion of the owner of Parcel 1 and at the sole expense of the owner of Parcel 1, erect "a 50 square foot monument sign adjacent to the internal site drive", as was permitted in the Albuquerque

Environmental Planning Commission approval of Site Plan for Subdivision of the Property. Other than the foregoing, the Owner of Parcel 1 shall not construct or allow to be constructed on Parcel 1 any free-standing marquee, monument, or pylon sign.

Section 2.5 Construction Easements. Declarant hereby grants and establishes for the benefit of each individual Owner of any portion of the Property, its successors, assigns and lessees, temporary construction related easements in the Common Areas of the Property, for the purpose of facilitating the initial construction of the improvements contemplated within this Declaration but only prior to the commencement of construction by any individual Owner of improvements on such Owner's Parcel.

(a) With respect to any Individual Parcels on which fresh dirt is dumped, the area shall be sloped to meet any contiguous Parcel within the Property or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining Parcel(s) or in accordance with a grading plan approved by the Consenting Party, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The location and use of all temporary construction easements under this Section shall be subject to the reasonable approval of the Consenting Party.

(c) Each Parcel Owner availing itself of the Construction Easement established in this Declaration (hereinafter the "Availing Owner") shall pay to the Owner who's Parcel is burdened by such Construction Easement (hereinafter the "Burdened Owner") any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by the Burdened Owner which may arise on account of or due to the Availing Owner's exercise of such temporary construction easement and the Availing Owner shall defend, indemnify and hold harmless the Burdened Owner from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred in connection with or arising out of the Availing Owner's exercise of said temporary construction easements (except to the extent occasioned by the Burdened Owner's grossly negligent or wrongful acts or omissions to act). Each Availing Owner further agrees to use due care in the exercise of the rights granted hereunder and, in the event the exercise of such rights requires the Availing Owner to enter upon the burdened Parcel, such Availing Owner shall first obtain the consent of the Burdened Owner as to the specific activities,

methods and timing in the exercise of such rights so as to avoid cost or damage to the Burdened Owner.

(d) Except as reasonably necessary during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Section 2.6 Drainage. Declarant hereby establishes and grants for the benefit of each Parcel and the Owners thereof and their successors, assigns and lessees, a perpetual, non-exclusive, reciprocal drainage easement over, upon, under and across the Common Area of each Parcel for the benefit of the other Parcel(s), for the purposes of drainage of storm and surface water drainage (the "Drainage Easements") to a retention or detention facility or to a public storm sewer. Although the Owner of each Parcel shall construct any retention or detention facilities made necessary by its development of its Parcel solely within the confines of each such Parcel, Declarant hereby establishes a non-exclusive and perpetual easement for the installation, maintenance, repair and replacement of any storm water collection, retention, detention and distribution line, conduit, pipes and other apparatus under and across those portions of the Common Areas of each Parcel as are approved in writing (such approval not to be unreasonably withheld, delayed, or conditioned) by the Owner of the Parcel burdened thereby in order to make use of the Drainage Easements.

Section 2.7 Barriers. No Owner of any portion of the Property shall construct or permit any barrier, fence, wall, building or any other structure of any kind which prevents or materially adversely affects access over, upon and across the Common Access Driveways on any portion of the Property.

Section 2.8 Use of Easements. Each Owner covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of any other Owner, and shall not interfere with or interrupt the business operations conducted by any other Owner within the Property.

Section 2.9. Self-Help Easement. Declarant hereby grants and establishes for the benefit of each Owner of the Property an easement and license to enter upon any portion of the Property for the purpose of exercising the cure rights provided in this Declaration. Each Owner availing itself of this Self-Help Easement shall defend, indemnify and hold the Non-performing Owner harmless from and against all liens, losses, liabilities, costs or expenses



(including reasonable attorney's fees) incurred in connection with or arising out of the Availing Owner's use of said easements, except to the extent occasioned by the Non-performing Owner's grossly negligent or wrongful acts or omissions to act. The duration of the easements granted under this Section 2.9 shall be coterminous with the respective provisions of this Declaration which give the Availing Owner the right or the obligation to perform the work described in this Section 2.9.

Section 2.10. Legal Descriptions. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description (including a metes and bounds description), the Owners of the Property or any applicable portion thereof, shall promptly cause such legal description to be prepared and made a part hereof.

### ARTICLE III

#### RESTRICTIONS ON BUILDING AREA

Section 3.1 The Owner of Parcel 1 shall not build, construct, or allow to be built or constructed any structure or permanent improvement of a height in excess of three (3) feet in the "No Build Area" as indicated on Exhibit "C".

### ARTICLE IV

#### GENERAL CONSTRUCTION & DEVELOPMENT

Section 4.1 Architectural Approval. The Building to be constructed on Parcel 1 shall, unless approved otherwise by the Consenting Party, be constructed in accordance with that certain approved Site Plan for Building Permit approved by the City of Albuquerque Environmental Planning Commission on November 15, 2007, with respect to the Property.

Section 4.2 Performance of Construction Work Generally. All construction, alteration or repair work undertaken by an Owner after one or more Buildings on the Parcels have opened for business shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking such work shall: (i) pay all costs and expenses associated with such work; (ii) take necessary measures to minimize disruption and inconvenience caused by such work; (iii) make adequate provisions for the safety and convenience of the Owners and their occupants and customers; (iv) control dust, noise and other effects of such

work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all damage which may be caused by or result from such work; (vi) indemnify and hold harmless all other Owners within the Property against any mechanics' liens for such work, particularly as to Common Areas. Such construction shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede ingress to or egress from the Property and the public streets.

## ARTICLE V

### MAINTENANCE, TAXES AND INSURANCE

Section 5.1 Maintenance of Parcels. Each Owner hereto shall maintain the Building(s) and the Common Areas on its Parcel in good order and condition and state of repair in accordance with the standards of a first class shopping center operation including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas (including replacement and replanting), and maintenance and repair of lighting standards and signs. Each Owner shall, in addition to other requirements of this Section, keep the inside and outside of all glass in the doors and windows of its Buildings clean; will maintain its Buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulation of garbage, trash rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed; and will keep the Common Areas on its Parcel clear of accumulations of ice and snow. The maintenance and repair of the Buildings and Improvements on each Parcel shall be of such a character that their appearance will be that of a unified shopping center and, accordingly, the Parties agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance.

Section 5.2 Appointment of a Common Area Maintenance Director. Subject to the mutual agreement of the Consenting Party, all or some of the Owners may elect to designate a third party to be appointed as an agent of such elective Owners to maintain and repair the

Common Areas within their collective Parcels in the manner as above outlined (hereinafter "CAM Director"). Said CAM Director may receive for such agency a fee that is acceptable to the Consenting Party and the Owners to cover supervision, management, accounting and similar fees. In the event that the Owners elect to utilize a CAM Director, the cost of all maintenance and repair activities undertaken by the third party agent, together with the agency fee, shall be prorated between the Owners based upon acreage owned. An Owner shall pay its proportional share of all such costs and fees within thirty (30) days following its receipt of a detailed invoice therefore.

Section 5.3 Damage and Destruction. In the event of the destruction and damage to any extent to the Buildings and Improvements within the Property, the affected Owner shall (i) diligently commence and pursue completion of the repair or restoration, and/or (ii) within ninety (90) days after the destruction or damage clear away the ruins and leave the Parcel in a clean, orderly, sightly and safe condition.

Section 5.4 Taxes. As to any portion of the Property, all real estate taxes and assessments by public authority relating to the land and any improvements thereon or the ownership thereof, shall be paid prior to delinquency by the respective Owner thereof.

## ARTICLE VI

### DEFAULT; REMEDIES

Section 6.1 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Declaration by the non-performing party (the "Defaulting Owner"):

- (a) The failure to perform any obligation of this Declaration within the time requirements cited therein;
- (b) The failure to make any payment required to be made hereunder within ten (10) business days of the due date, or
- (c) The failure to observe or perform any of the other covenants, conditions or obligations of this Declaration or to abide by the restrictions and requirements herein provided, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another Owner (the "Notifying Owner") specifying the nature of the default claimed.

Section 6.2 Right to Cure. In addition to such other rights to cure as are provided for in this Declaration, any non-defaulting Owner shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the non-defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the non-defaulting Owner shall have the right to enter upon the Parcel of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for the non-performance or default of its occupants and lessees. In the event any non-defaulting Owner shall cure a default, the Defaulting Owner shall reimburse the non-defaulting Owner for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made.

Section 6.3 Liens. Costs and expenses accruing and/or assessed pursuant to Section 6.2 above and the amounts described in Section 6.1 shall constitute a lien against the Defaulting Owner's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in the Official Records by the Owner making the claim. The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.3 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State of New Mexico.

Section 6.4 Other Remedies. Each non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other person violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. Such

proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 6.5 No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration.

Section 6.6 No Termination for Breach. No breach, whether or not material, of the provisions of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this Declaration.

Section 6.7 Limitation of Liability. Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by this Declaration only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by this Declaration only during the period such person is the lessee or fee Owner or occupant of such Parcel or portion of the Parcel;

and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.7, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 6.8 Breach. In the event of a breach or threatened breach of this Declaration, then the Owner(s) shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing Owner shall pay the reasonable attorney's fees of the prevailing Owner.

Section 6.9 Enforceability. Notwithstanding anything to the contrary contained herein, no person may enforce any provision of this Declaration whose interest in the Property or any portion thereof is solely that of the holder of any option or the status of a buyer under a contract providing for an option to purchase all or a portion of the Property.

## ARTICLE VII MISCELLANEOUS

Section 7.1 Estoppel Certificates. Each Owner shall, upon not less than thirty (30) days written notice from the other Owner, execute and deliver to such requesting Owner a certificate in recordable form stating that (i) either this Declaration is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge the requesting Owner is in default in any respect under this Declaration and if in default, specifying such default.

Section 7.2 Term and Perpetuity. The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Owners, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties until the expiration of sixty (60) years from the date hereof, unless earlier terminated by the consent of all the Owners pursuant to a writing recorded in the Official Records. Said agreements and restrictions shall be unaffected by any change in the

ownership of any real property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. This Declaration may only be modified by a written document executed by all Owners of the Property (less any land dedicated to or condemned by local governing authority) and recorded in the Official Records.

(a) Notwithstanding the foregoing, with the exception of the self-help easements set forth throughout this Declaration, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land.

(b) Upon termination of the agreements, conditions, covenants and restrictions of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except as related to the easements cited and mentioned herein, with the exception of the self-help easements set forth herein, shall terminate and have no further force or effect.

Section 7.3 Notices. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given (i) upon deposit in the United States Mail, postage pre-paid, by Certified or Return Receipt Requested Mail; (ii) upon deposit with Federal Express (or similar overnight carrier); or (iii) via facsimile (together with a copy sent by regular United State first class mail) and addressed to the Party being notified at the address given below (or such other address which any Party may designate for itself from time to time hereafter by written notice to the other Party):

Declarant: Peterson INV – 98<sup>th</sup>/Unser, LLC  
2325 San Pedro NE, Suite 2A  
Albuquerque, NM 87110  
Attn: Douglas H. Peterson  
Phone: 505/884-3578  
Facsimile: 505/884-6793

Section 7.4 Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 7.5 Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third party, nor shall any third party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 7.6 Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 7.7 Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Owners. It is understood that the relationship between the Parties hereto and the Owners is an arm's length one that shall at all times be and remain that of separate owners of real property. No Party hereto nor any Owner shall have the right to act for or on behalf of another Party or Owner, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party or Owner to be charged or bound, except as otherwise specifically provided herein.

Section 7.8 Effective Date. The covenants, conditions, restrictions and easements contained herein shall be effective commencing on the date of recordation of this Declaration in the Official Records.

Section 7.9 Jurisdiction. The laws of the State of New Mexico shall govern the interpretation, validity, performance and enforcement of this Declaration.

Section 7.10 Subdivision. Nothing contained in this Declaration shall be construed as limiting the right of the Owners of any portion of the Property to subdivide and/or sell all or any portion of the Property to third parties, so long as any third party assumes the rights and obligations established hereunder.

Section 7.11 Grantee's Covenant. Each grantee, tenant or other person interest, accepting either a deed or any other interest in any portion of the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to not violate and be bound by this Declaration and to incorporate this



Declaration by reference in any deed or other document of conveyance of all or any portion of its interest in any real property subject hereto.

IN WITNESS WHEREOF, the Declarant has executed and delivered this Declaration as of the day and year first written above.

**DECLARANT:**

**Peterson INV – 98<sup>th</sup>/Unser, LLC  
A New Mexico Limited Liability Company**

**By: Peterson Properties Investments, LLC, its  
Managing Member**

**By: The James A. Peterson and Mary B. Peterson  
Revocable Trust Dated 8/18/98, its Managing  
Member**

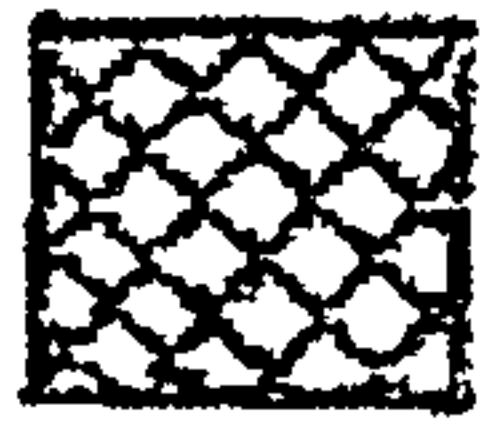
**By: \_\_\_\_\_  
James A. Peterson, Trustee**

STATE OF NEW MEXICO        )  
  )  
COUNTY OF BERNALILLO    )       SS

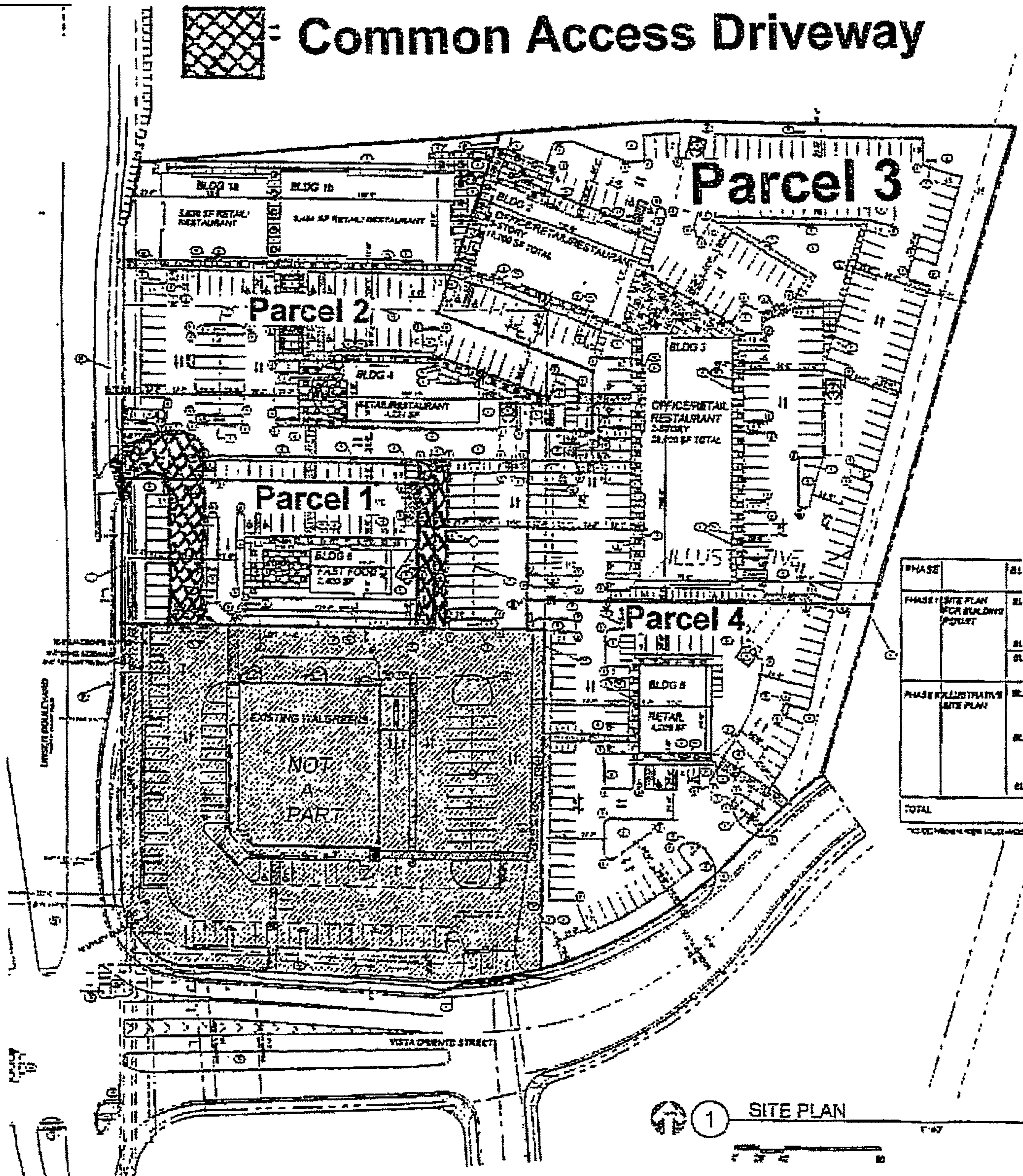
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by James A. Peterson, Trustee of the James A. Peterson and Mary B. Peterson Revocable Trust Dated 8/18/98, Managing Member of Peterson Properties Investments, LLC, Managing Member of Peterson INV – 98<sup>th</sup>/Unser, LLC, on behalf of said limited liability company.

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

My Commission Expires: \_\_\_\_\_



# Common Access Driveway



PHASE	BL
PHASE I SITE PLAN FOR BUILDING FOOTPRINT	BL
	BL
	BL
PHASE II ILLUSTRATIVE SITE PLAN	BL
	BL
TOTAL	BL

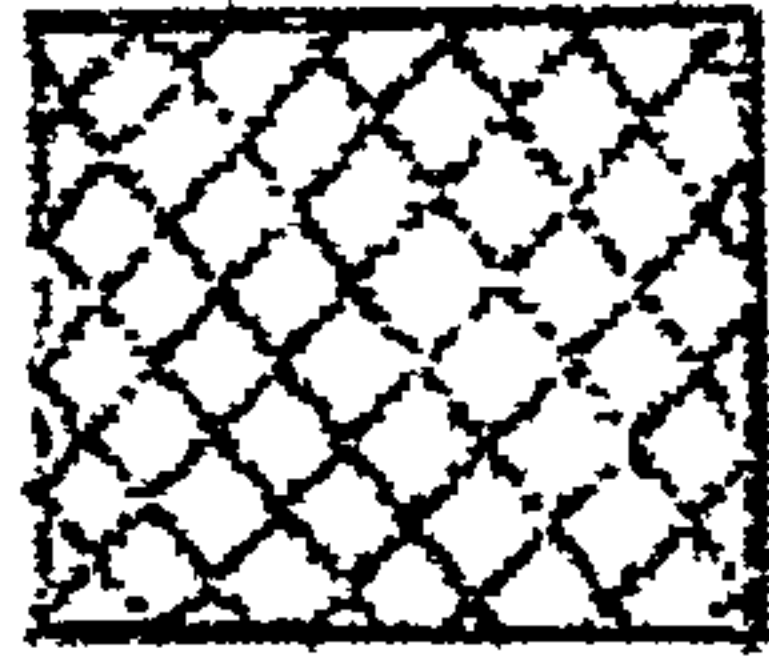
1 SITE PLAN



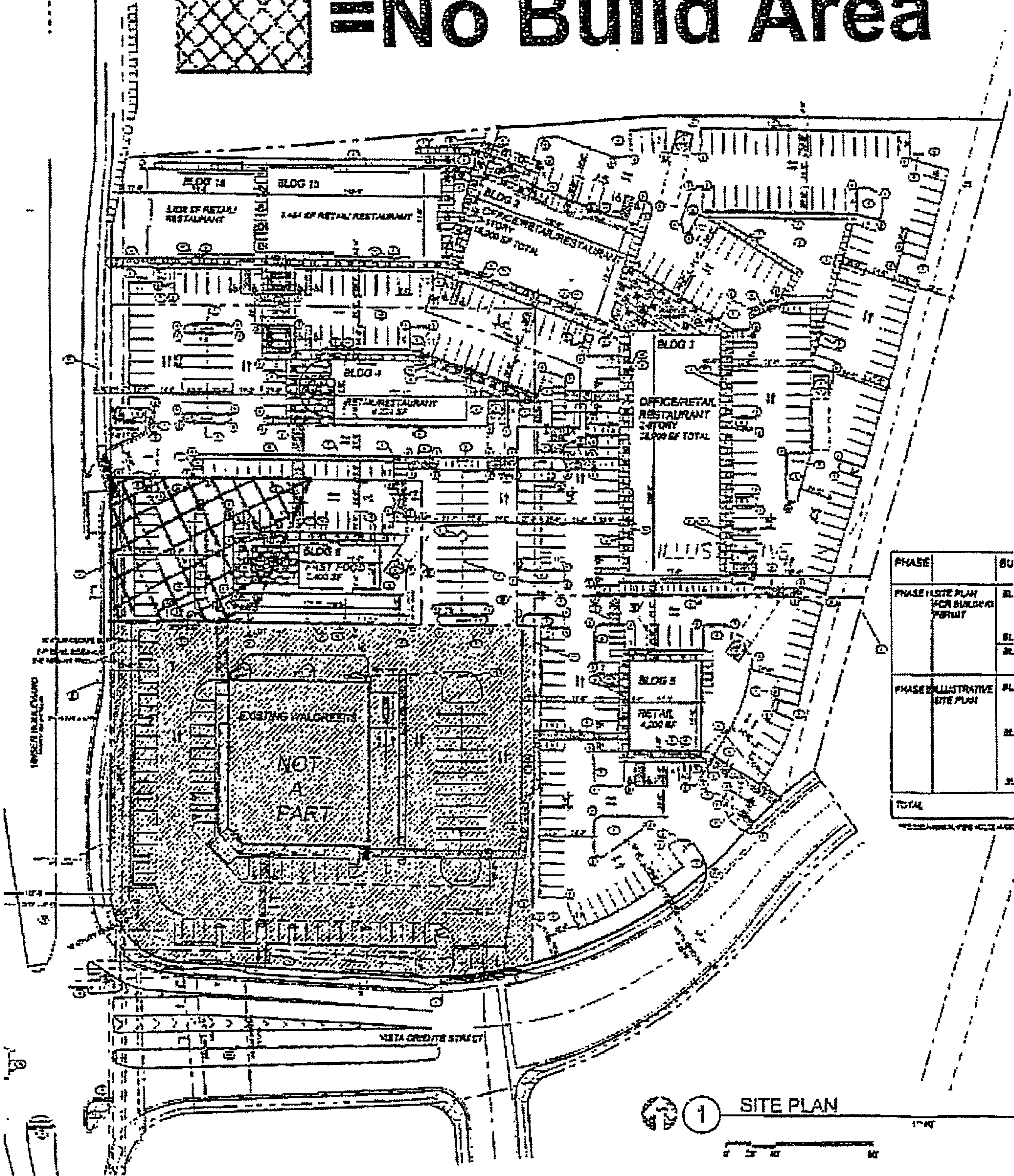
## Exhibit "A"

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL 1



**= No Build Area**



**Exhibit "C"**

## Rusty Hugg

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**From:** Gaulden, Tim H. [tgaulden@cabq.gov]  
**Sent:** Wednesday, December 14, 2011 11:04 AM  
**To:** Rusty Hugg  
**Subject:** RE: DRB 1002404- Ladera Industrial Center

Russ:

The dxf has been approved

Tim

Tim Gaulden  
GIS Coordinator  
(505) 924-3805



---

**From:** Rusty Hugg [mailto:russhugg@survtek.com]  
**Sent:** Tuesday, December 13, 2011 1:24 PM  
**To:** Sammons, Joshua R.; Gricius, Michelle A; Gaulden, Tim H.; Bradley, Catherine P.  
**Subject:** DRB 1002404- Ladera Industrial Center

Afternoon All

Have an unusual review this time. Back in 2008 this plat was approved as well as the DXF, but due to economics the client never recorded the plat. Since the approvals have lapsed, we are now resubmitting the same plat to DRB for re- approval. As always bearings are grid and ground distances Please let me know if you have any questions

Thanks

## ***Surv-Tek, Inc.***

*Rusty Hugg*  
9384 Valley View Drive, Albuquerque, NM 87114  
Phone (505) 897-3366 Fax (505) 897-3377  
[russhugg@survtek.com](mailto:russhugg@survtek.com)

12/14/2011

LEGAL DESCRIPTION OF PARCEL 2

LEGAL DESCRIPTION OF PARCEL 3

DECLARATION  
Unser / Vista Oriente (Unser Professional Park)  
Albuquerque, NM  
DHP 11/23/07

LEGAL DESCRIPTION OF PARCEL 4

DECLARATION  
Unser / Vista Oriente (Unser Professional Park)  
Albuquerque, NM  
DHP 11/23/07





Supplemental Form (SF)

**SUBDIVISION**

- Major subdivision action
- Minor subdivision action
- Vacation
- Variance (Non-Zoning)

**SITE DEVELOPMENT PLAN**

- for Subdivision
- for Building Permit
- Administrative Amendment/Approval (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

**STORM DRAINAGE (Form D)**

- Storm Drainage Cost Allocation Plan

**S Z ZONING & PLANNING**

- Annexation
- Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plan boundaries)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)

**L A APPEAL / PROTEST of...**

- Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICATION INFORMATION:**

Professional/Agent (if any): SURV-TEK, INC PHONE: 897-3366  
 ADDRESS: 9384 VALLEY VIEW DR NW FAX: 897-3377  
 CITY: ALB STATE NM ZIP 87114 E-MAIL: RUSSTHUGG@SURVTEK

APPLICANT: PETERSON INV-98TH/UNSER, LLC PHONE: 884-3578  
 ADDRESS: 2325 SAN PEDRO NE, SUITE 2-A FAX: \_\_\_\_\_  
 CITY: ALB STATE NM ZIP 87110 E-MAIL: \_\_\_\_\_

Proprietary interest in site: OWNERS List all owners: →

DESCRIPTION OF REQUEST: RESUBMITTAL OF PRELIMINARY/FINAL PLAT - MINOR SUBDIVISION

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

**SITE INFORMATION: ACCURACY OF THE EXISTING LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.**

Lot or Tract No: LOTS 1-B AND 1-D, LADERA INDUSTRIAL CENTER Block: \_\_\_\_\_ Unit: \_\_\_\_\_  
 Subdiv/Addm (TBKA): LOTS 1-B-1 THRU 1-B-4, LADERA INDUSTRIAL CENTER  
 Existing Zoning: SU-1 LIGHT INDUSTRIAL Proposed zoning: SAME MRGCD Map No \_\_\_\_\_  
 Zone Atlas page(s): H-9 UPC Code: 100905946633610204  
10090594983410203

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX-, Z-, V-, S-, etc.): 1002404

**CASE INFORMATION:**

Within city limits?  Yes Within 1000FT of a landfill? N/A  
 No. of existing lots: 2 No. of proposed lots: 4 Total site area (acres): 7.0919  
 LOCATION OF PROPERTY BY STREETS: On or Near: UNSER BOULEVARD NW  
 Between: VISTA ORIENTE ST and OURAY STREET

Check if project was previously reviewed by Sketch Plat/Plan  or Pre-application Review Team (PRT)  Review Date: \_\_\_\_\_

SIGNATURE [Signature] DATE 12.6.11  
 (Print Name) RUSS HUGG Applicant:  Agent:

**FOR OFFICIAL USE ONLY**

Revised: 6/2011

INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>11-070353</u>	<u>PPT</u>		<u>\$ 425.00</u>
<input checked="" type="checkbox"/> All fees have been collected		<u>CMF</u>		<u>\$ 20</u>
<input checked="" type="checkbox"/> All case #s are assigned				\$ _____
<input checked="" type="checkbox"/> AGIS copy has been sent				\$ _____
<input checked="" type="checkbox"/> Case history #s are listed				\$ _____
<input type="checkbox"/> Site is within 1000ft of a landfill				\$ _____
<input type="checkbox"/> F.H.D.P. density bonus				\$ _____
<input type="checkbox"/> F.H.D.P. fee rebate				\$ _____
	Hearing date <u>12-21-11</u>			Total <u>\$ 445.00</u>

[Signature] 13 DEC 2011  
 Staff signature & Date

Project # 1002404

**FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING**

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

- SKETCH PLAT REVIEW AND COMMENT (DRB22)** Your attendance is required.
- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) 6 copies
  - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - List any original and/or related file numbers on the cover application

- EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** Your attendance is required.
- Preliminary Plat reduced to 8.5" x 11"
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Copy of DRB approved infrastructure list
  - Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
  - List any original and/or related file numbers on the cover application
- Extension of preliminary plat approval expires after one year.

- MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** Your attendance is required.
- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies
  - Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
  - Design elevations & cross sections of perimeter walls 3 copies
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - Copy of recorded SIA
  - Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
  - List any original and/or related file numbers on the cover application
  - DXF file and hard copy of final plat data for AGIS is required.

- MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** Your attendance is required.
- 5 Acres or more: Certificate of No Effect or Approval
  - Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
  - Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
  - Design elevations and cross sections of perimeter walls (11" by 17" maximum) 3 copies
  - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
  - Fee (see schedule)
  - List any original and/or related file numbers on the cover application
  - Infrastructure list if required (verify with DRB Engineer)
  - DXF file and hard copy of final plat data for AGIS is required.

- AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** Your attendance is required.
- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

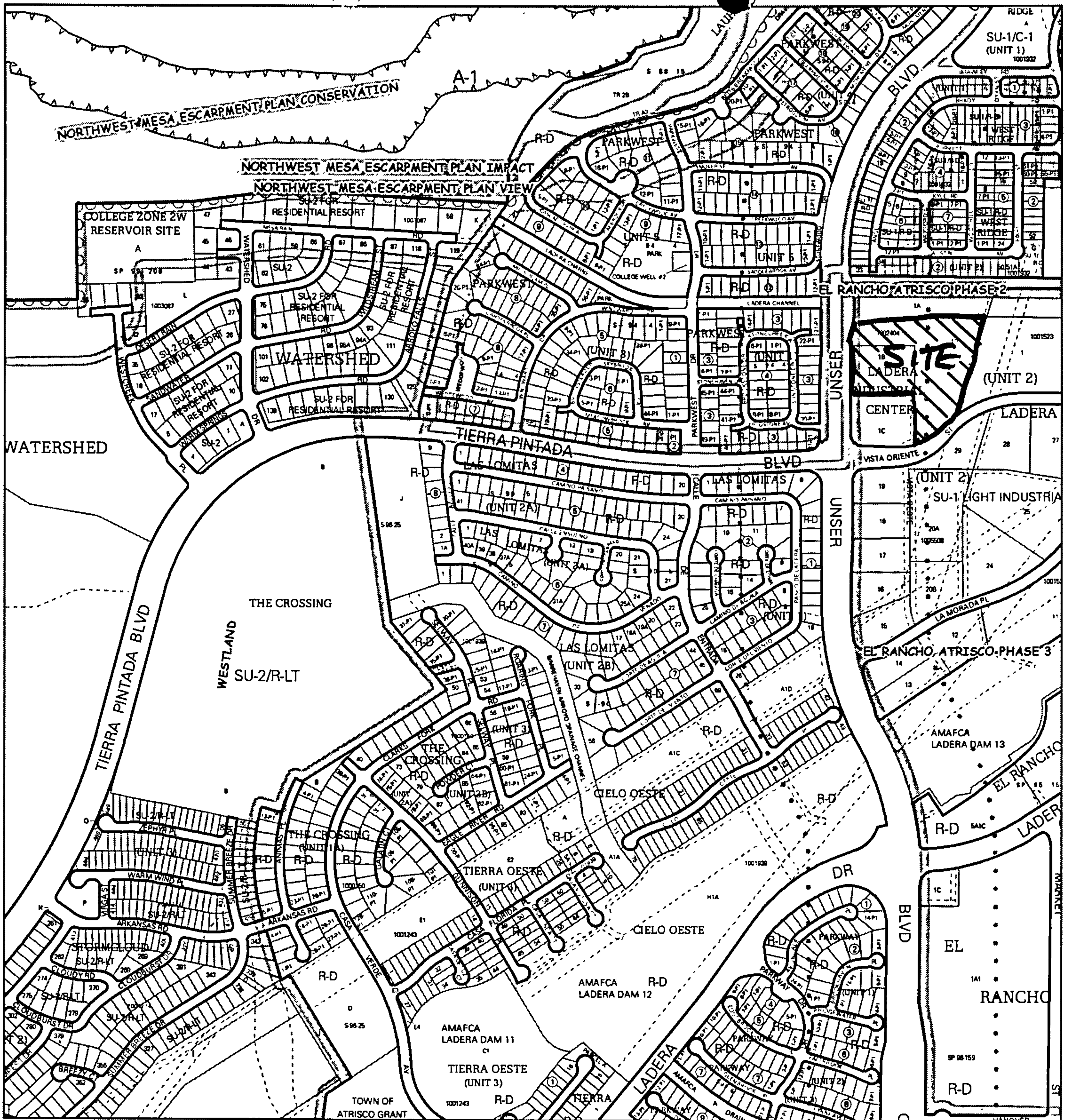
Rossy Juge  
 Applicant name (print)  
12.6.11  
 Applicant signature / date




Form revised October 2007

- Checklists complete
  - Fees collected
  - Case #s assigned
  - Related #s listed
- Application case numbers  
 11 - 070363

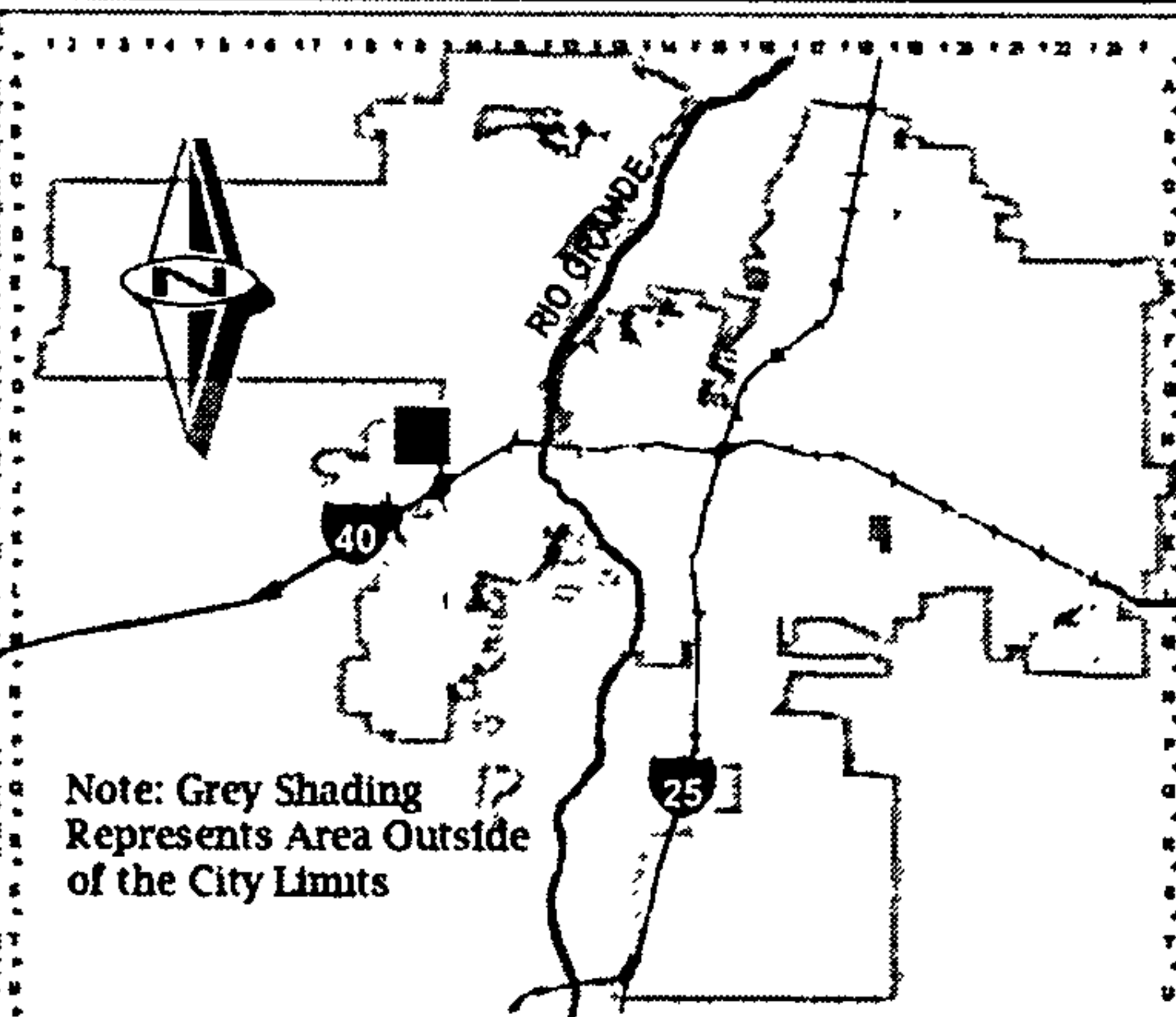
KL 505 13 DEC 2011  
 Planner signature / date  
 Project # 1002404



For more current information and more details visit: <http://www.cabq.gov/gis>









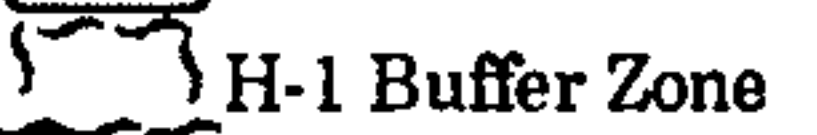


Map amended through: 1/24/2011



Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**H-09-Z**

Selected Symbols

	SECTOR PLANS		Escarpment
	Design Overlay Zones		2 Mile Airport Zone
	City Historic Zones		Airport Noise Contours
	H-1 Buffer Zone		Wall Overlay Zone
	Petroglyph Mon.		

0                      750                      1,500 Feet



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**Consulting Surveyors**

9384 Valley View Drive, NW Albuquerque, New Mexico 87114

Phone: 505-897-3366 Fax: 505-897-3377 E-mail: russhugg@survtek.com

December 5, 2011

Albuquerque Development Review Board  
PO Box 1293  
Albuquerque, New Mexico 87103

Attention: Mr. Jack Cloud, Chair

RE: Preliminary/Final Plat approval for Lots 1-B and 1-D, Ladera Industrial Center (To be known as Lots 1-B-1, 1-B-2, 1-B-3 and 1-B-4, Ladera Industrial Center), City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas Page H-9-Z.

Dear Mr. Cloud:

The owner of the above captioned property, Peterson INV-98th/UNSER, LLC, is hereby filing application with the City of Albuquerque Development Review Board for Preliminary and Final Plat approval for proposed Lots 1-B-1, 1-B-2, 1-B-3 and 1-B-4, Ladera Industrial Center.

This plat will create 4 new tracts and grant the necessary public utility easements to serve said tracts.

If you should have any questions regarding this request, please contact me at your convenience.

Sincerely,

Russ P. Hugg, PS  
Surv-Tek, Inc.

EXISTING LADERA CHANNEL  
AMAFCA EASEMENT B

LOT 1-A

KEYED NOTES

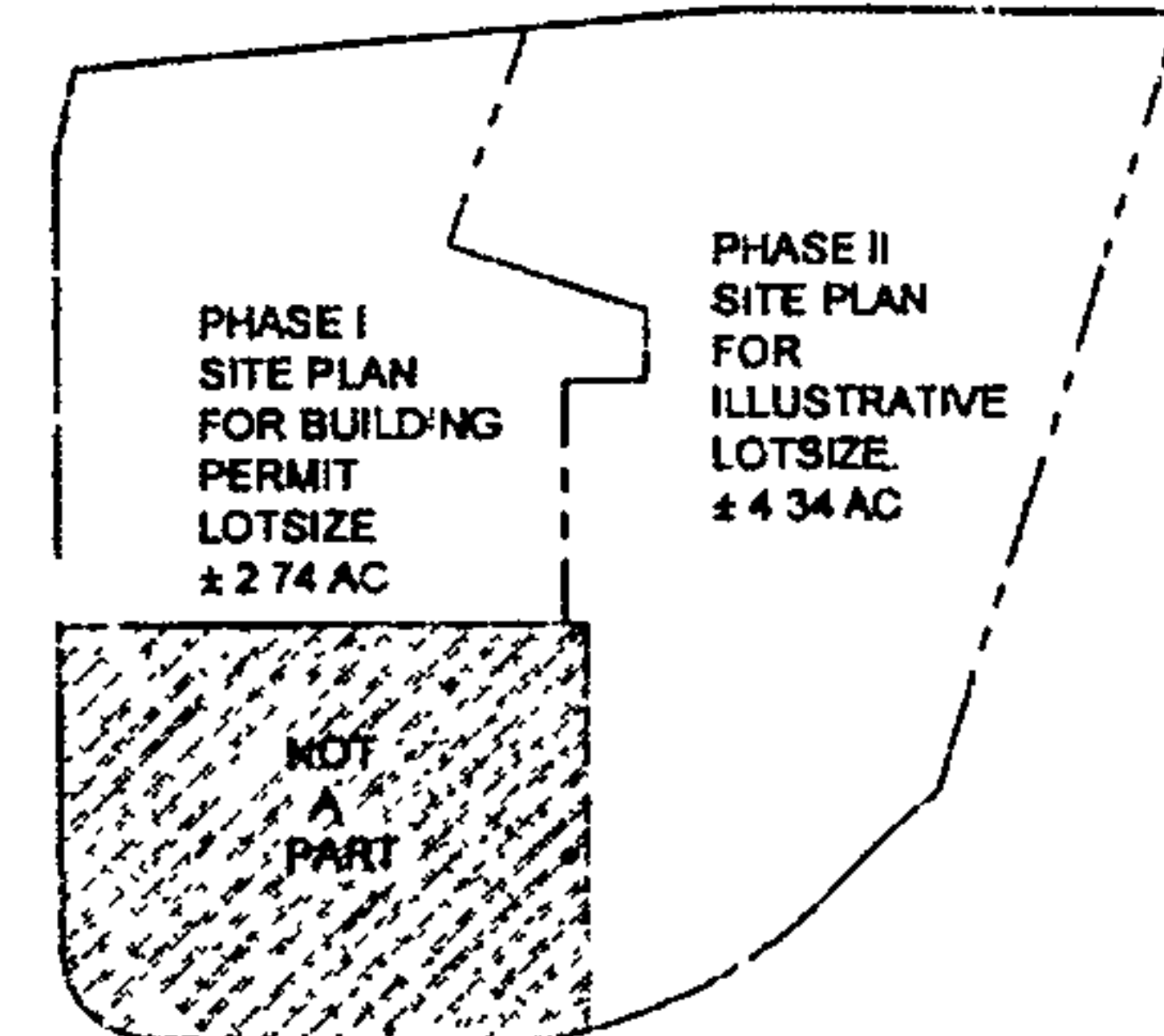
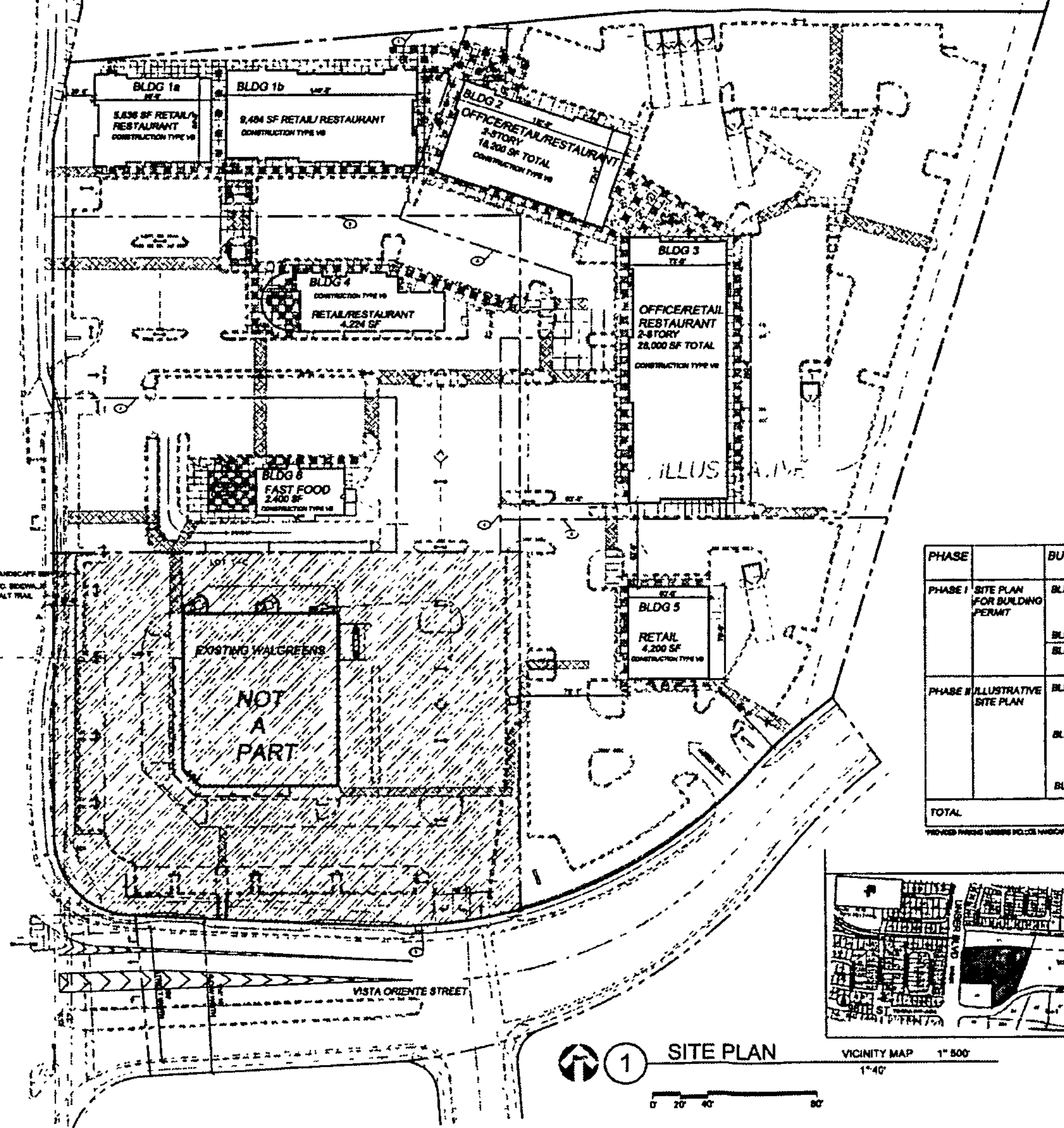
1. PROPERTY LINE
2. EXISTING LOT LINE TO BE SUPPLEMENTED
3. EUB'S 180' LOT LINE PER EUBS 180' PLAN
4. NEW PROPERTY LINE

THE SITE IS LOCATED ON THE NORTHEAST CORNER OF UNSER BLVD AND VISTA ORIENTE STREET. THE SITE IS 7.08 ACRES. TWO LOTS. THE PROPOSED USES INCLUDE OFFICE, RETAIL, AND RESTAURANT IN COMPLIANCE WITH THE EU-1 FOR LIGHT INDUSTRIAL ZONING.

VEHICULAR ACCESS: TWO ACCESS POINTS ARE EXISTING ONE IS FROM UNSER BOULEVARD ONE FROM VISTA ORIENTE STREET THROUGH THE WALGREEN'S PARTIAL. ANOTHER ACCESS WILL BE TAKEN FROM VISTA ORIENTE STREET. THE PROPOSED ACCESS OFF OF VISTA ORIENTE STREET WILL BE A FULL ACCESS POINT.

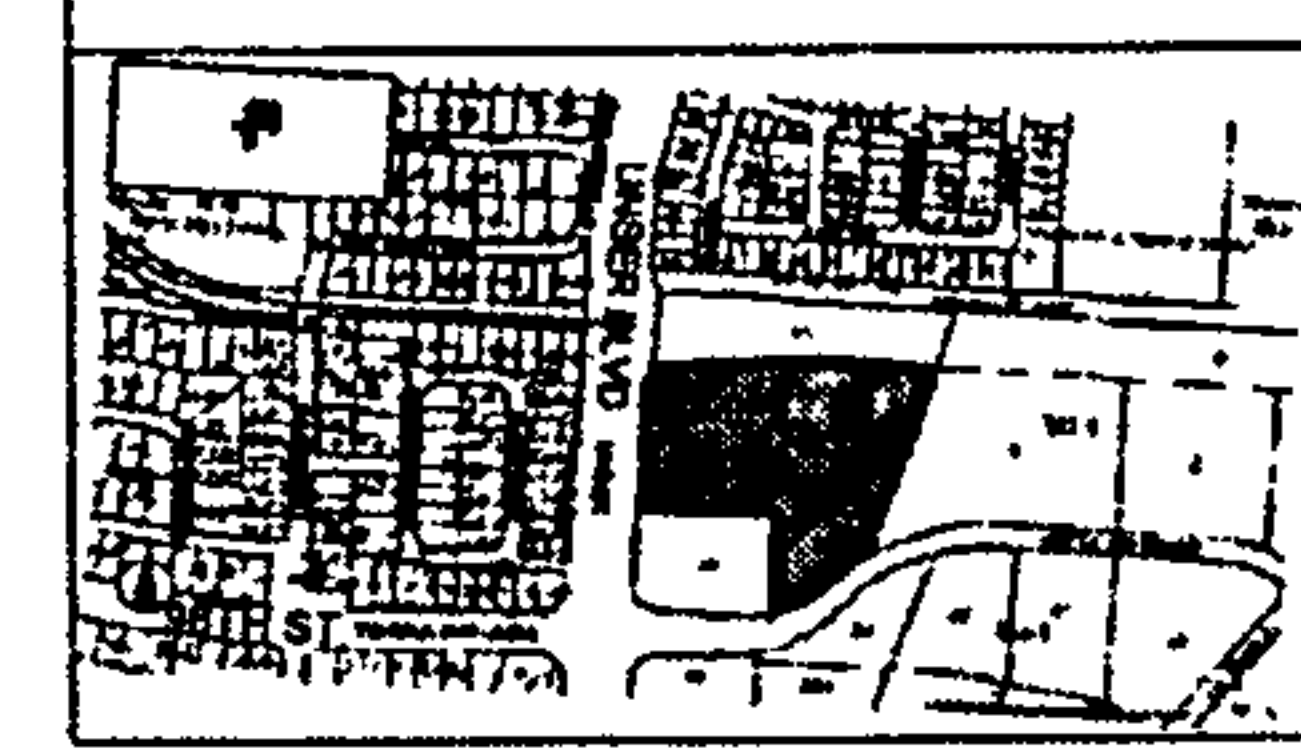
THEIR IS EXISTING PEDESTRIAN ACCESS FROM UNSER BOULEVARD AND VISTA ORIENTE STREET.

THE MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED A HEIGHT OF 27'. THERE SHALL BE A FRONT AND A CORNER SIDE YARD SETBACK OF NOT LESS THAN FIVE FEET AND A SETBACK OF 11 FEET FROM THE JUNCTION OF A DRIVEWAY OR ALLEY AND A PUBLIC SIDEWALK OR PLANNED PUBLIC SIDEWALK LOCATION. THE CLEAR SIGHT TRIANGLE SHALL NOT BE INFRINGED UPON. THE MAXIMUM FLOOR AREA RATIO PHASE I: 0.188 (F.A.R.) AND PHASE II: 0.28 (F.A.R.)



PHASE	BUILDING	TOTAL SF	USE/ AREA	FACTOR	PARKING REQUIRED	PARKING PROVIDED	INCLUDES H.C. PARKING (REQUIRED & PROVIDED)	INCLUDES MC. PARKING (REQUIRED & PROVIDED)	BICYCLE PARKING (REQUIRED & PROVIDED)
PHASE I SITE PLAN FOR BUILDING PERMIT	BLDG 1a	15,120 SF	RETAIL 19,344 SF	1/200 SF	97 SPACES	121	8	8	8
	1b								
	BLDG 4	4,224 SF	RETAIL 4,200 SF	1 PER 4 SEATS	24 SPACES				
PHASE II ILLUSTRATIVE SITE PLAN	BLDG 2	18,200 SF	OFFICE/RETAIL RESTAURANT 2-8 STORY 28,000 SF TOTAL						
	BLDG 3	26,000 SF	RETAIL 80,400 SF	1/200 SF	262 SPACES	287 SPACES	8	8	14
	BLDG 5	4,200 SF	RETAIL 4,200 SF						
TOTAL					373 SPACES	420 SPACES	18	16	22

PROVIDED PARKING SPACES POLICE (14) FIRE (10) AND BICYCLE (22)



1 SITE PLAN

VICINITY MAP 1"=500'



PROJECT NUMBER: \_\_\_\_\_  
APPLICATION NUMBER: \_\_\_\_\_

The plan is consistent with the specific Site Development Plan approved by the Environmental Planning Commission (EPC) dated June 17, 2008 and the findings and conditions in the Official Modification of Ordinance are satisfied.

Is an infrastructure list required? (X) YES ( ) NO If yes, then a set of approved IBC plans with a work order is required for any construction which Public Right-of-Way or for maintenance of public improvements.

NEE SITE DEVELOPMENT PLAN SHEET: \_\_\_\_\_

Traffic Engineering/Transportation Section: 4/10/09  
 Water Utility Department: 4/10/09  
 Planning Department: 4/10/09  
 City Engineer: 4/10/09

Environmental Health Department (cond. anal): \_\_\_\_\_ Date: \_\_\_\_\_

Solid Waste Management: \_\_\_\_\_ Date: \_\_\_\_\_

Public Works Department: \_\_\_\_\_ Date: \_\_\_\_\_

\* Environmental needs, if necessary.

REV	DATE	BY	REVISION
1	4/10/09	gms	Initial
2	4/10/09	gms	Revised
3	4/10/09	gms	Revised
4	4/10/09	gms	Revised
5	4/10/09	gms	Revised
6	4/10/09	gms	Revised

GEORGE RAINHART, ARCHITECT AND ASSOCIATES P.C.  
2325 SAN PEDRO NE., SUITE 2-B  
ALBUQUERQUE, NEW MEXICO 87110  
PHONE (505) 884-9110 FAX (505) 837-9877

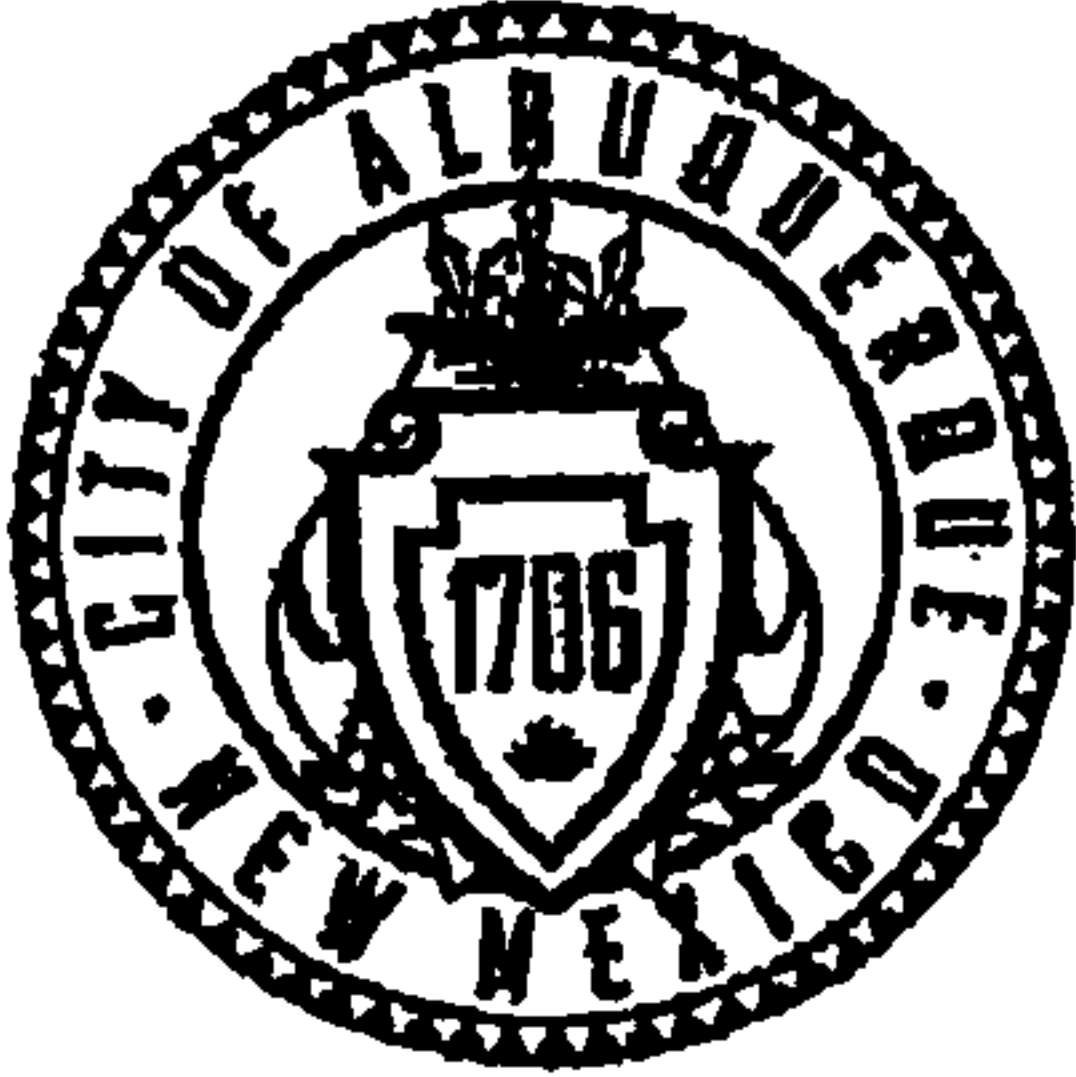


UNSER & VISTA ORIENTE  
NORTHEAST CORNER OF UNSER BLVD AND VISTA ORIENTE STREET  
ALBUQUERQUE, NM  
PROJECT NO. 08-001  
DATE: 4/10/09  
SCALE: AS.1

DATE: 10/28/07  
SCALE: AS.1







City of Albuquerque  
P.O. Box 1293 Albuquerque, New Mexico 87103

**Planning Department**

**Martin J. Chavez, Mayor**

**Richard Dineen, Director**

**Interoffice Memorandum**

**November 8, 2007**

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**Subject: Albuquerque Archaeological Ordinance—Compliance Documentation**

**Project Number(s):**

**Case Number(s):**

**Agent:**

**Applicant: DAC Enterprises**

**Legal Description: Lots 1-B and 1-D, Ladera Industrial Center**

**Acreage: 7.3 acres**

**Zone Atlas Page: H-9**

**CERTIFICATE OF NO EFFECT: Yes  No**

**CERTIFICATE OF APPROVAL: Yes  No**

**SUPPORTING DOCUMENTATION:**

**NIAF submitted by TRC Solutions, October 2007**

**SITE VISIT: n/a**

**RECOMMENDATION(S):**

- ***CERTIFICATE OF NO EFFECT IS ISSUED (ref O-07-72 Section 72 Section 4B(1)—no significant sites in project area).***

**SUBMITTED:**

**Matthew Schmader, PhD**

**Superintendent, Open Space Division**

**Acting City Archaeologist**

December 1, 2011

Mr. Russ Hugg  
Surv-Tek, Inc.  
9384 Valley View Drive NW  
Albuquerque, New Mexico 87114

Dear Russ:

By this letter, I hereby authorize you to act as agent on behalf of Peterson INV-98th/UNSER, LLC for DRB submittal of a Preliminary/Final Plat approval for Lots 1-B and 1-D, Ladera Industrial Center (To be known as Lots 1-B-1, 1-B-2, 1-B-3 and 1-B-4, Ladera Industrial Center), City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas Page H-9-Z.

Please call me if you have any further questions.

Sincerely,

*Peterson*  
INV-98th/UNSER, LLC



2325 San Pedro NE, Suite 2-A  
Albuquerque, New Mexico 87110  
Phone: 884-3578



**CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT**

**HYDROLOGY DEVELOPMENT SECTION  
DEVELOPMENT REVIEW BOARD MEMO**

**DRB PROJECT NO: 1002404**

**AGENDA ITEM NO: 13**

**SUBJECT:**

**ENGINEERING COMMENTS:**

Amendment to Infrastructure List

Hydrology defers to Transportation.

**RESOLUTION/COMMENTS:**

**SIGNED:**

Curtis Cherne  
Hydrology Section  
City Engineer Designee  
AMAFCA Designee  
924-3986

**DATE: 5-30-12**

PLANNING DEPARTMENT  
DEVELOPMENT AND BUILDING SERVICES  
TRANSPORTATION SECTION

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO: 1002404

AGENDA ITEM NO: 13

SUBJECT:

INFRASTRUCTURE LIST – AMENDMENT

ENGINEERING COMMENTS:

No adverse comments.

*Disclaimer: The comments provided are based upon the information received from the applicant. If new or revised information is submitted, additional comments may be provided by Transportation Development.*

RESOLUTION:

APPROVED \_\_\_; DENIED \_\_\_; DEFERRED \_\_\_; COMMENTS PROVIDED \_\_\_; WITHDRAWN \_\_\_

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PRKS) (PLNG)

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PRKS) (PLNG)

SIGNED:

Kristal D. Metro  
Transportation Development

505-924-3991

DATE: MAY 30, 2012



# DRB CASE ACTION LOG (PREL/FINAL)

REVISED 10/08/07

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 08DRB-70029

Project # 1002404

Project Name: LADERA INDUSTRIAL CENTER

Agent: SURV-TEK

Phone No.: 897-3366

Your request was approved on 4-30-08 by the DRB with delegation of signature(s) to the following departments.

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UTILITIES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY ENGINEER / AMAFCA: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PARKS / CIP: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLANNING (Last to sign): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Planning must record this plat. Please submit the following items:**
  - The original plat and a mylar copy for the County Clerk.
  - Tax certificate from the County Treasurer.
  - Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
  - Tax printout from the County Assessor.
    - 3 copies of the approved site plan. Include all pages.
    - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.
    - Property Management's signature must be obtained prior to Planning Department's signature.
    - AGIS DXF File approval required. -OK
    - Copy of recorded plat for Planning.

Created For: 1/30/08

# SURV TEK, INC.

Consulting Surveyors

9384 Valley View Dr. NW Albuquerque, New Mexico 87114  
 Phone: 505-897-3366 Fax: 505-897-3377

## LETTER OF TRANSMITTAL

DATE 4.22.08 | JOB NO \_\_\_\_\_

RE LAOERA INDUSTRIAL CENTER

DRB 1002404

FROM RUSS HUGG

TO CITY OF ALBUQUERQUE  
JACK CLOUD

ATTN: CHRISTINA SANDOVAL  
BRAD BINGHAM  
ROGER GREEN  
KRISTAL METRO

VIA:  Parcel Post  First Class  Air Mail  Special Delivery  Messenger \_\_\_\_\_  
 Air Freight via \_\_\_\_\_  RR Express  Other \_\_\_\_\_

GENTLEMEN: WE ARE SENDING YOU  Attached  Under separate cover \_\_\_\_\_

Shop drawings  Prints  Plans  Samples  Specifications  
 Copy of letter  Change order  Payrolls  \_\_\_\_\_

QUANT.	DATED	NO.	DESCRIPTION
			<u>DRB 1002404</u>
<u>1-</u>			<u>COPY OF REVISED PLAT SHOWING REVISED WATER SEWER AND SIDEWALK EASEMENTS</u>

THESE ARE TRANSMITTED as checked below:

- |  |   |                                   |                         |
|--|---|-----------------------------------|-------------------------|
| <input checked="" type="checkbox"/> For approval               | <input type="checkbox"/> Approved as submitted            | <input type="checkbox"/> Resubmit | copies for approval     |
| <input checked="" type="checkbox"/> For your use & information | <input type="checkbox"/> Approved as noted                | <input type="checkbox"/> Submit   | copies for distribution |
| <input type="checkbox"/> As requested                          | <input type="checkbox"/> Returned for corrections         | <input type="checkbox"/> Return   | corrected prints        |
| <input type="checkbox"/> For review and comment                | <input type="checkbox"/> _____                            |                                   |                         |
| <input type="checkbox"/> FOR BIDS DUE _____ 20_____            | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |                                   |                         |

REMARKS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO \_\_\_\_\_

SIGNED \_\_\_\_\_

# SURV TEK, INC.

Consulting Surveyors

9384 Valley View Dr. NW Albuquerque, New Mexico 87114  
 Phone: 505-897-3366 Fax: 505-897-3377

## LETTER OF TRANSMITTAL

DATE 4.22.08 | JOB NO \_\_\_\_\_

RE LAOERA INDUSTRIAL CENTER

DRB 1002404

FROM RUSS HUGG

TO CITY OF ALBUQUERQUE

JACK CLOUD

CHRISTINA SANDOVAL

ATTN: BRAD BINGHAM

ROGER GREEN

KRISTAL METRO

*DET [unclear]  
 T [unclear]  
 R [unclear]*

VIA:  Parcel Post  First Class  Air Mail  Special Delivery  Messenger \_\_\_\_\_

Air Freight via \_\_\_\_\_  RR Express  Other \_\_\_\_\_

GENTLEMEN: WE ARE SENDING YOU  Attached  Under separate cover \_\_\_\_\_

Shop drawings  Prints  Plans  Samples  Specifications

Copy of letter  Change order  Payrolls  \_\_\_\_\_

QUANT.	DATED	NO.	DESCRIPTION
			<u>DRB 1002404</u>
<u>1-</u>			<u>COPY OF REVISED PLAT SHOWING REVISED WATER SEWER AND SIDEWALK EASEMENTS</u>

DRB 1002404

1- COPY OF REVISED PLAT SHOWING REVISED WATER SEWER AND SIDEWALK EASEMENTS

THESE ARE TRANSMITTED as checked below:

- |  |   |                                   |                         |
|--|---|-----------------------------------|-------------------------|
| <input checked="" type="checkbox"/> For approval   | <input type="checkbox"/> Approved as submitted    | <input type="checkbox"/> Resubmit | copies for approval     |
| <input checked="" type="checkbox"/> For your use & information   | <input type="checkbox"/> Approved as noted        | <input type="checkbox"/> Submit   | copies for distribution |
| <input type="checkbox"/> As requested  | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return   | corrected prints        |
| <input type="checkbox"/> For review and comment  | <input type="checkbox"/> _____                    |                                   |                         |
| <input type="checkbox"/> FOR BIDS DUE _____ 20 _____ <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |   |                                   |                         |

REMARKS \_\_\_\_\_

COPY TO \_\_\_\_\_

SIGNED \_\_\_\_\_

April 21, 2008

City of Albuquerque  
Planning Department  
600 Second St. NW  
Albuquerque, NM 87103

Re: SITE PLAN FOR BUILDING PERMIT & SITE PLAN FOR SUBDIVISION FOR  
A 7.08 ACRE SITE LOCATED AT THE NORTHEAST CORNER OF UNSER  
BOULEVARD AND VISTA ORIENTE STREETS  
(Project #1002404 Agenda item # 10, 07EPC-40050 AND 07EPC-40051)

To Whom It May Concern:

This project was indefinitely deferred by DRB on 2/13/08 .We are here with requesting to be on the DRB On April 30 2008 in conjunction with the plat hearing 08DRB-70029. The proposed project is located at Lot 1-B,1-D, Ladera Industrial Center, within the Town of Atrisco Grant, City of Albuquerque, Bernalillo County, N.M. The proposed site will be called "Unser Professional Park" Phase II. This submittal supersedes the master plan prepared by Tierra West, LLC Case numbers 03EPC-01211, and Case numbers 07EPC00104. The proposed buildings include restaurant, office/retail building and fast food with a drive up window. The submittal package includes supporting Civil and Landscape drawings, as well as the proposed design guidelines and proposed building elevations.

**ENGINEERING COMMENTS:**

NMDOT concurrence is required prior to approval.  
Portion of the sidewalk are located outside of the right of way. These sections require a sidewalk easement.

**See attached file "NM Transportation"**

Show a detail for all wheelchair ramps, or the appropriate city standard.

**The modification has been made see sheet AS.3.**

A 6-foot wide, ADA accessible, pedestrian path must be provided.

**The modification has been made see sheet AS.2.**

Cross lot easements are required.

**The modification has been made see sheet AS.2.**

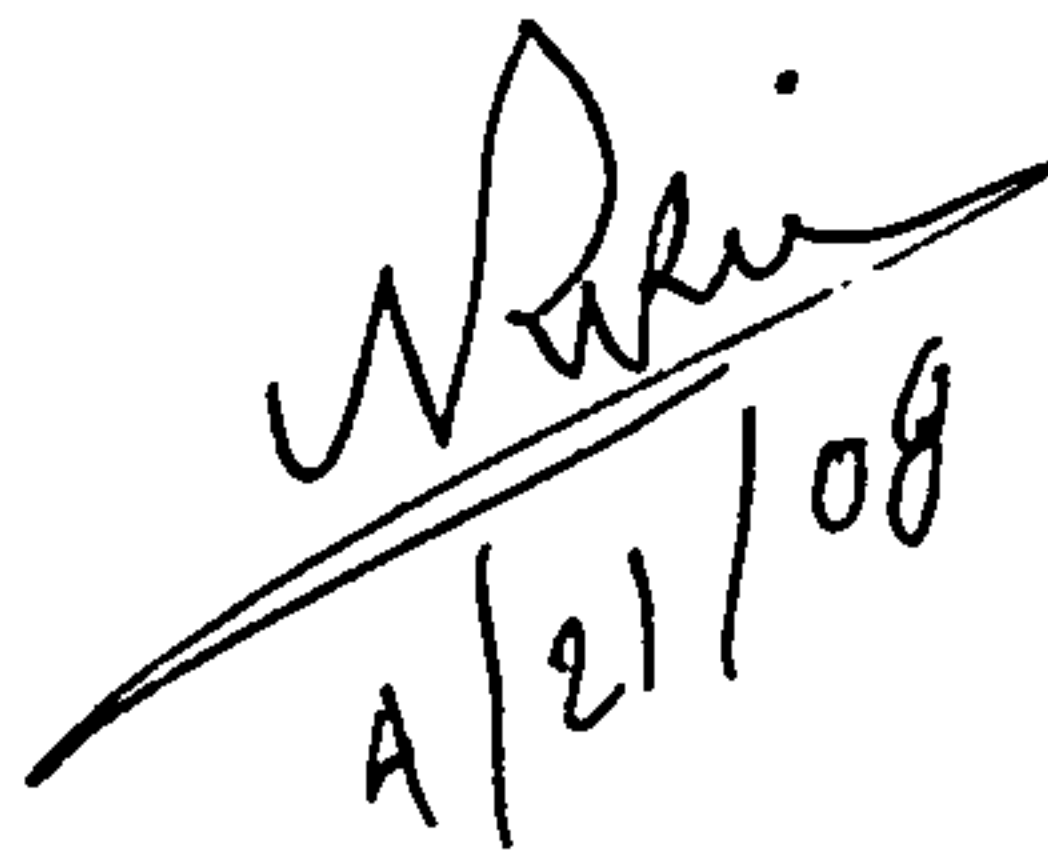
Modify note 26- clarify existing ramp meets current ADA criteria.

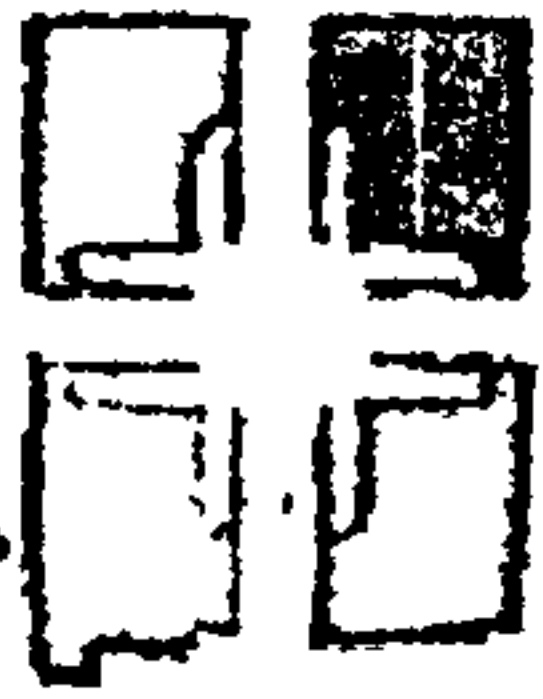
**The modification has been made see sheet AS.2.**

Sincerely,

**George Rainhart Architects and Associates**

Nasima A Hadi  
Project Manager

Handwritten signature of Nasima A Hadi and the date 4/21/08.



2. Detailed construction plans for the proposed roadway improvements shall be submitted to my office for approval. The intersection design must meet all applicable ADA requirements.
3. Grading and drainage plans, shall be submitted to Ms. Rae Van Hoven, NMDOT Drainage Engineer, for review and approval. Ms. Van Hoven can be reached at (505) 827-5323.
4. Traffic Control Plan (T.C.P.) for any construction activities that impact Unser Boulevard shall be submitted for my review and approval.
5. Cultural resources approval will need to be obtained from Ms. Janet McVicker for disturbance to the State Right-of-Way (R/W). Ms. McVicker can be reached at (505) 827-5100.
6. All utility permits, within the NMDOT Right-of-Way relating to the proposed development shall be submitted to Ms. Christina Bahl, District Three Permitting Agent. Ms. Bahl can be reached at (505) 841-2778.

If you have any questions, please feel free to give me a call at (505) 841-2761.

Sincerely,

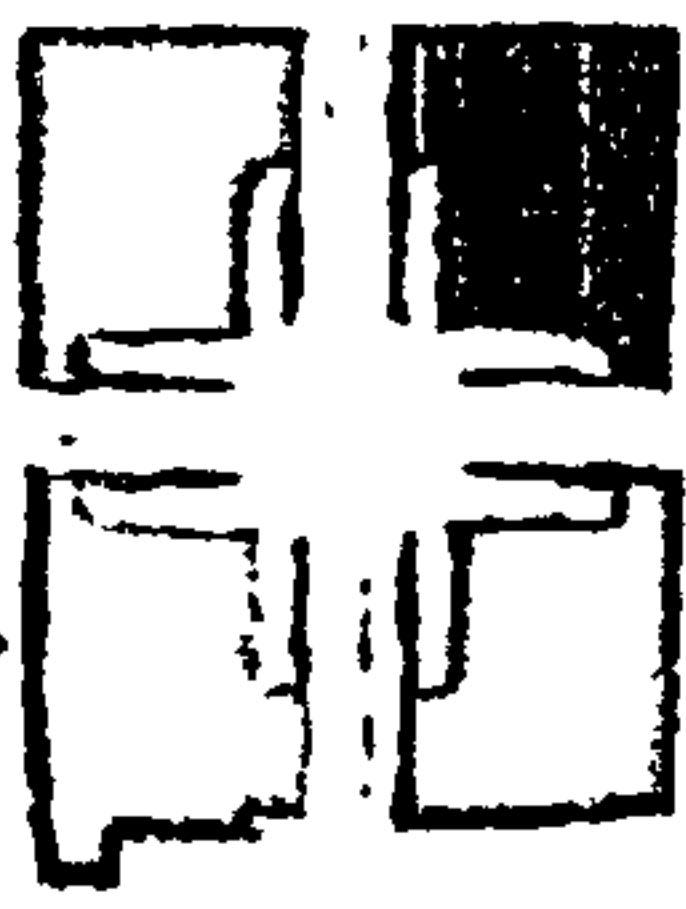
**Tony Abbo**

Digitally signed by Tony Abbo  
DN: CN = Tony Abbo, C = US, O  
= NMDOT, OU = Traffic  
Reason: I am the author of this  
document  
Date: 2008.04.16 16:21:03 -06'00'

Tony Abbo, P.E., P.T.O.E.  
District Three Traffic Engineer

cc: Terry Doyle  
Christina Bahl  
Kristal Metro, City of Albuquerque Transportation Development Section  
Tony Loyd, City of Albuquerque Transportation Development Section  
Doug Peterson, Peterson Properties  
File





*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

District Three Office - Albuquerque

April 16, 2008

Mr. Terry O. Brown, P.E., PTOE  
P. O. Box 92051  
Albuquerque, NM 87199

**Subject:** Proposed 98<sup>th</sup> Street and Unser Commercial Development  
Unser and Vista Oriente Street Intersection  
Albuquerque, Bernalillo County, District Three

Dear Mr. Brown:

I am writing you this letter in conjunction with the completion of our review of the Traffic Impact Study (TIS) for the proposed 98<sup>th</sup> Street/Unser Commercial Development, dated September 7, 2007, along with your supplemental letter of analysis (dated February 28, 2008). The proposed development is located at the northeast quadrant of the Unser Boulevard and Vista Oriente Street intersection.

The TIS and the Supplemental analysis are approved. The following offsite improvements will be required in conjunction with our approval:

1. The developer will be required to construct dual westbound left turn lanes on Vista Oriente at Unser as recommended in your February 28, 2008 supplemental letter of analysis.
2. The developer will be required to construct an eastbound left turn deceleration lane into Driveway "A" (east of Walgreen's) to maximum length possible.
3. The developer will be required to contribute a cash amount of \$ 31,521 to the City of Albuquerque for contribution towards future improvements to the intersection of Ladera Drive / Unser Blvd.
4. The City of Albuquerque should monitor future development to the east and south of the proposed development as it increases westbound traffic on Vista Oriente approaching Unser Blvd., and take action necessary to preserve operational and safety aspects at the Unser and Vista Oriente intersection. As a condition of our approval, the City has agreed to require developers east and south of the proposed development to submit a traffic study to the NMDOT.

The following information will be required prior to approving your project:

1. All geometric details associated with the proposed improvements listed in this letter must be approved by the NMDOT. Any schematic layout(s) for the proposed improvements that is contained in the report is for information purposes only and should not be considered as an approved final design.

**Bill Richardson**  
Governor

**Rhonda G. Faught P.E.**  
Cabinet Secretary

**Commission**

**Johnny Cope**  
Chairman  
District 2

**David Schutz**  
Vice Chairman  
District 5

**Gregory T. Ortiz**  
Secretary  
District 6

**Norman Assed**  
Commissioner  
District 3

**Jim Franken**  
Commissioner  
District 4

**John L. Hummer**  
Commissioner  
District 1

Current DRC

Project Number: \_\_\_\_\_

**FIGURE 12**

**INFRASTRUCTURE LIST**

(Rev 9-05)

**EXHIBIT "A"**

**TO SUBDIVISION IMPROVEMENTS AGREEMENT  
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

Date Submitted: \_\_\_\_\_

Date Site Plan Approved: \_\_\_\_\_

Date Preliminary Plat Approved: \_\_\_\_\_

Date Preliminary Plat Expires: \_\_\_\_\_

DRB Project No.: \_\_\_\_\_

DRB Application No.: \_\_\_\_\_

**Unser & Vista Oriente**

**PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

**Lots 1-B and 1-D, Ladera Industrial Center**

**EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION**

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
<input type="text"/>	<input type="text"/>	8"	Waterline	Lot 1	Vista Oriene	North PL of Lot 1	/	/	/
<input type="text"/>	<input type="text"/>	8"	Waterline	Lot 1	East PL of Lot 1	West PL of Lot 1	/	/	/
<input type="text"/>	<input type="text"/>	8"	Waterline	Lot 2	South PL of Lot 2	Middle of Lot 2	/	/	/
<input type="text"/>	<input type="text"/>	8"	Waterline	Lot 2	Middle of Lot 2	NW corner of Lot 2	/	/	/
<input type="text"/>	<input type="text"/>	12'	Left Turn Lane	Vista Oriente	Unser Blvd.	Entrance	/	/	/
<input type="text"/>	<input type="text"/>	12'	2nd Left Turn Lane Striping	Vista Oriente	Entrance	Unser Blvd.	/	/	/
<input type="text"/>	<input type="text"/>		Future Roadway Improvements Procedue "C" (\$31,521)	Ladera Dr. & Unser Blvd.			/	/	/
<input type="text"/>	<input type="text"/>						/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>

Size                  Type of Improvement                  Location                  From                  To

Street signage and striping per DPM

Water Infrastructure to include Valves, Fittings, Valve Boxes, and Fire Hydrants as required.

Sanitary Sewer to include Manholes and Service Connections as required.

Catch Basins and RCP connections included with Storm Sewer.

Residential Street Lights per DPM.

Construction Certification		
Private		City Cnst Engineer
Inspector	P.E.	
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
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/	/	/

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification			
							Private Inspector	P.E.	City Cnst Engineer	
<input type="text"/>	<input type="text"/>						/	/	/	
<input type="text"/>	<input type="text"/>						/	/	/	
							Approval of Creditable Items:		Approval of Creditable Items:	
							Impact Fee Administrator Signature    Date		City User Dept. Signature    Date	

**NOTES**

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.  
Street lights per City requirements.

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

<b>AGENT / OWNER</b>	<b>DEVELOPMENT REVIEW BOARD MEMBER APPROVALS</b>
----------------------	--

Ronald R. Bohannon  
NAME (print)

Trevia West LLC  
FIRM

[Signature] 4/21/08  
SIGNATURE - date

_____ DRB CHAIR - date	_____ PARKS & GENERAL RECREATION - date
_____ TRANSPORTATION DEVELOPMENT - date	_____ AMAFCA - date
_____ UTILITY DEVELOPMENT - date	_____ - date
_____ CITY ENGINEER - date	_____ - date

<b>DESIGN REVIEW COMMITTEE REVISIONS</b>
--

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

**City of Albuquerque Planning Department**  
**One Stop Shop – Development and Building Services**

04/28/2008 Issued By: PLNSDH

**Permit Number: 2008 070 024** **Category Code 910**

Application Number: 08DRB-70024, Epc Approved Sdp For Subdivision

Address:

Location Description: UNSER BLVD NW BETWEEN VISTA ORIENTE NW AND LADERA CHANNEL

Project Number: 1002404

**Applicant**

Peterson Properties

2325 San Pedro Nw, Ste 2-A  
 Albuquerque NM 87110  
 884-3578

**Agent / Contact**

George Rainhart Architects  
 William Johnson  
 2325 San Pedro Ne  
 Albuquerque NM 87110

bjohnson@gra-arch.com

**Application Fees**

441018/4971000	Public Notification	
441032/3424000	Conflict Mgmt Fee	
441006/4983000	DRB deferral fee	\$50.00
<b>TOTAL:</b>		<b>\$50.00</b>

City Of Albuquerque  
 Treasury Division

4/28/2008 4:03PM LOC: ANRX  
 US# 008 TRANS# 0031  
 RECEIPT# 00070563-00090563  
 PERMIT# 2008070024 TRSSVC  
 Trans Amt \$50.00  
 DRB Actions \$50.00  
 CK \$50.00  
 CHANGE \$0.00

Thank: You

**City of Albuquerque Planning Department**  
**One Stop Shop – Development and Building Services**  
 04/24/2008 Issued By: PLNSDH

**Permit Number: 2008 070 029** **Category Code 910**

**Application Number:** 08DRB-70029, Minor - Preliminary/ Final Plat Approval

**Address:**

**Location Description:** UNSER BLVD NW AND VISTA ORIENTE ST NW

**Project Number:** 1002404

**Applicant**

Peterson Inv-98th/Unser Llc

2325 San Pedro Ne, Ste 2-A  
 Albuquerque NM 87110  
 884-3578

**Agent / Contact**

Surv-Tek Inc  
 Russ Hugg  
 9384 Valley View Dr Nw  
 Albuquerque NM 87114

russhugg@survtek.com

**Application Fees**

441018/4971000	Public Notification	
441032/3424000	Conflict Mgmt Fee	
441006/4983000	DRB Actions	\$50.00
<b>TOTAL:</b>		<b>\$50.00</b>

City of Albuquerque  
 Treasury Division

4/24/2008 11:40AM LOC# ANUX  
 WSH 006 TRANS# 0026  
 RECEIPT# 00091200 00091201  
 PERMIT# 2008070029 TRSLJF  
 Trans Amt \$235.00  
 DRB Actions \$50.00  
 VI \$235.00  
 CHANGE \$0.00

Thank You

**City of Albuquerque Planning Department**  
**One Stop Shop – Development and Building Services**

01/17/2008 Issued By: PLNSDH

\*\*\*  
\*\*\*  
\*\*\*

**Permit Number: 2008 070 029** **Category Code 910**

**Application Number: 08DRB-70029, Minor - Preliminary/ Final Plat Approval**

**Address:**

**Location Description: UNSER BLVD NW BETWEEN VISTA ORIENTE ST NW AND TIERRA PINTADA BLVD NW**

**Project Number: 1002404**

**Applicant**

Peterson Inv-88th/Unser Llc

2325 San Pedro Ne, Ste 2-A  
Albuquerque NM 87110  
884-3578

**Agent / Contact**

Surv-Tek Inc

Russ Hugg  
9384 Valley View Dr Nw  
Albuquerque NM 87114

russhugg@survtek.com

**Application Fees**

441018/4971000	Public Notification	
441032/3424000	Conflict Mgmt Fee	\$20.00
441006/4963000	DRB Actions	\$425.00
<b>TOTAL:</b>		<b>\$445.00</b>

City Of Albuquerque  
Treasury Division

1/17/2008 11:17AM LCC: ANNY  
WSH 006 TRANSH 0009  
RECEIPT# 00086753-00086753  
PERMIT# 2008070029 TRSCCS  
Trans Amt \$445.00  
Conflict Manag. Fee \$20.00  
DRB Actions \$425.00  
CK \$445.00  
CHANGE \$0.00

Thank You

**City of Albuquerque Planning Department**  
**One Stop Shop – Development and Building Services**

01/15/2008 Issued By: PLNSDH

**Permit Number: 2008 070 023** **Category Code 910**

**Application Number:** 08DRB-70023, Epc Approved Sdp For Build Permit

**Address:**

**Location Description:** UNSER BLVD NW BETWEEN VISTA ORIENTE NW AND LADERA CHANNEL

**Project Number:** 1002404

**Applicant**

*Peterson Properties*

2325 San Pedro Nw, Ste 2-A  
Albuquerque NM 87110  
884-3578

**Agent / Contact**

*George Rainhart Architects*

William Johnson

2325 San Pedro Ne  
Albuquerque NM 87110

[bjohnson@gra-arch.com](mailto:bjohnson@gra-arch.com)

**Application Fees**

441018/4971000	Public Notification	
441032/3424000	Conflict Mgmt Fee	\$20.00
441006/4983000	DRB Actions	
<b>TOTAL:</b>		<b>\$20.00</b>

City Of Albuquerque  
Treasury Division

1/15/2008 12:34PM LOC: ANNY  
LS# 007 TRANS# 0035  
RECEIPT# 00092803-00092803  
PERM# 2008070023 IRSMSP  
Trans Amt \$20.00  
Conflict Manag. Fee \$20.00  
LK \$20.00  
CHANGE \$0.00

Thank You



To whom it may concern,

Project #1006833, Unser Towne Crossing.

The following states how comments in a memo to Sheran Matson (DRB Chair) dated September 28, 2007 have been met in this project.

### **Conditions**

1. Three secondary driveways have been added.
2. The secondary driveways consist of two 12' drive lanes and sidewalks and landscape buffers on at least one side of the driveway.

### **(5) Site Design**

(b)2 - The parking has been broken up with a 9'-0" x 40'-0" planter on the parking aisles that do not have a pedestrian path. Tree diamonds (6'x6') have also been added to the parking lots.

(g)2 - The screen wall is 8' tall. See detail on sheet AS5.

(h)1 - Landscaping has been added to the intersection of the phases.

(h)2 - Planters have been added in parking aisles that do not have a pedestrian path. The planters are 9'-0" x 40'-0". Tree diamonds have also been added (6'x6').

(h)4 - Water is diverted into landscape areas.

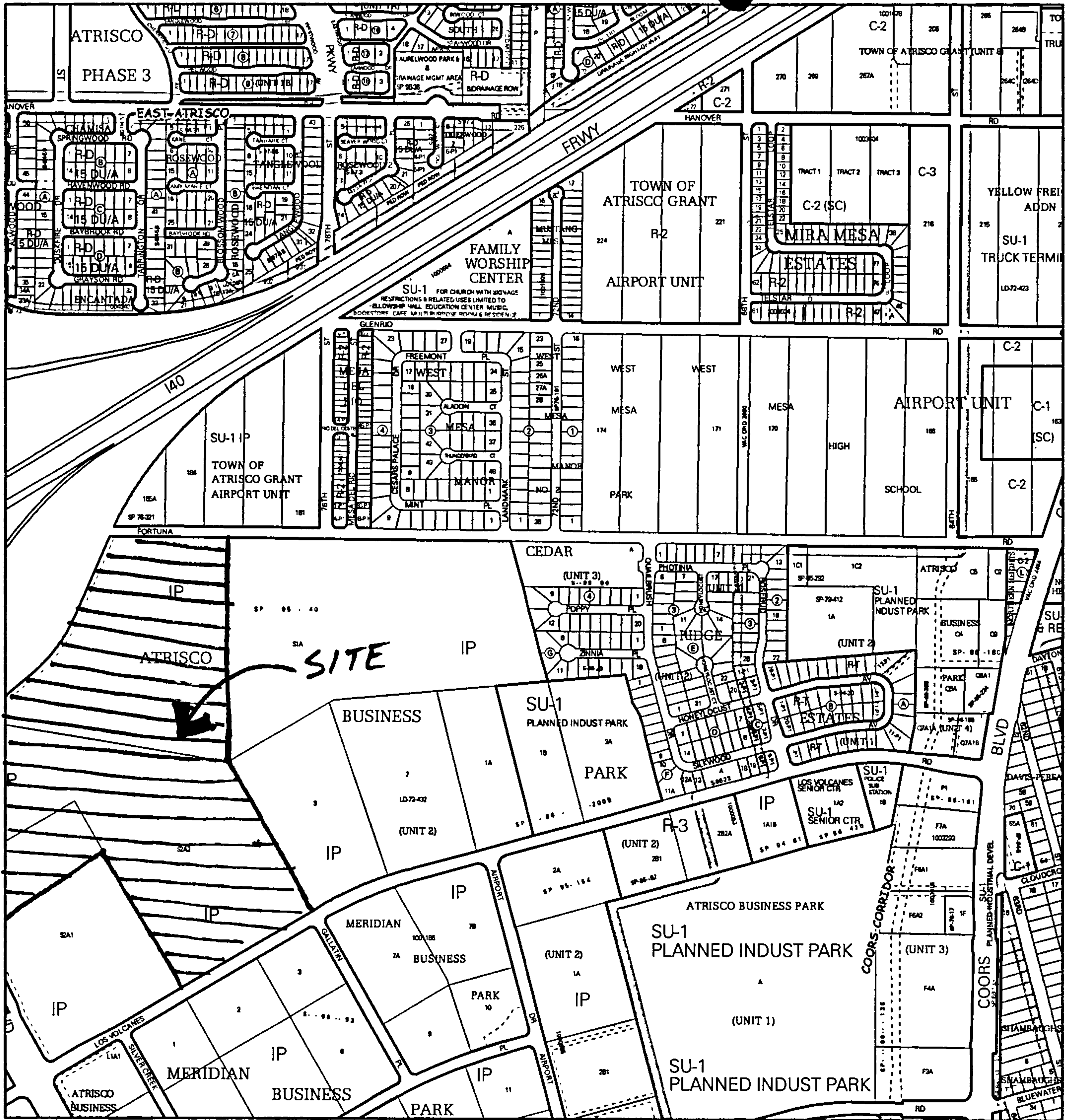
(j)2 - Patio and plaza space has been added to each phase.

### **(6) Main Structure**

(b)1 - Raised Planters have been added to create patio areas in front of the retail space on the south side of the building.

(b)2 - More articulation has been added to the parapet line.





For more current information and more details visit: <http://www.cabq.gov/gis>

**AGIS**  
Albuquerque Geographic Information System

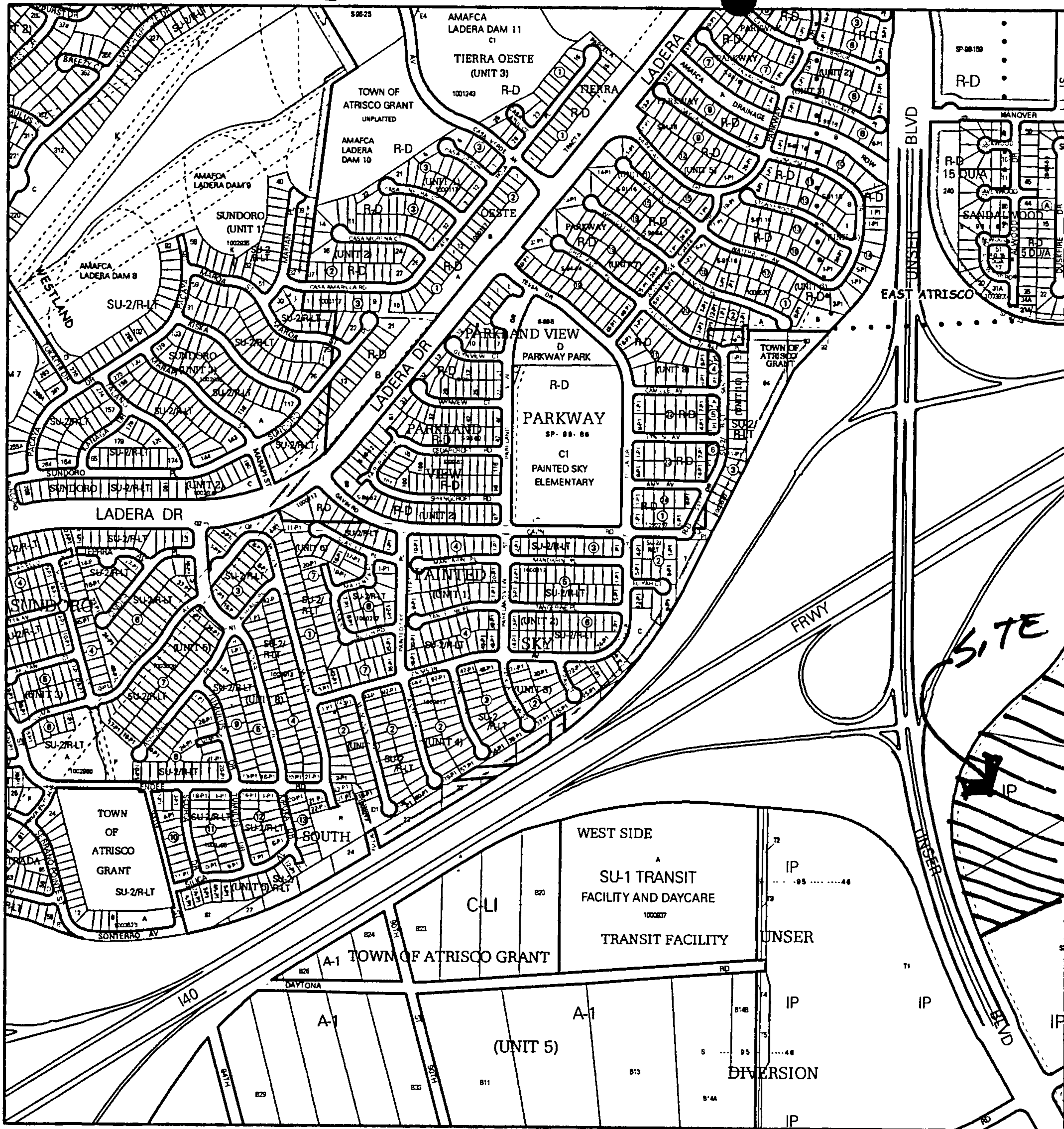
Map amended through: 9/6/2007

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**J-10-Z**

Selected Symbols

	SECTOR PLANS		Escarpment
	Design Overlay Zones		2 Mile Airport Zone
	City Historic Zones		Airport Noise Contours
	H-1 Buffer Zone		Wall Overlay Zone
	Petroglyph Mon.		



For more current information and more details visit: <http://www.cabq.gov/gis>

Map amended through: 9/6/2007

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**J-09-Z**

Selected Symbols

SECTOR PLANS	Escarpment
Design Overlay Zones	2 Mile Airport Zone
City Historic Zones	Airport Noise Contours
H-1 Buffer Zone	Wall Overlay Zone
Petroglyph Mon.	

0 750 1,500 Feet



**City of Albuquerque**  
P.O. Box 1293 Albuquerque, New Mexico 87103

**Planning Department**

**Martin J. Chavez, Mayor**

**Richard Dineen, Director**

**Interoffice Memorandum**

**November 20, 2007**

---

**Subject: Albuquerque Archaeological Ordinance—Compliance Documentation**

**Project Number(s):**  
**Case Number(s):**  
**Agent:**  
**Applicant:**  
**Legal Description:** Tract S2-A1, Atrisco Business Park  
**Acreage:** 59 acres  
**Zone Atlas Page:** J-9 / J-10

**CERTIFICATE OF NO EFFECT: Yes  No**

**SUPPORTING DOCUMENTATION:**  
**A Cultural Resources Survey of a 59-Acre Parcel Located at Unser Boulevard and Interstates 40 in Bernalillo County, New Mexico, by Amador Minjares (TRC Solutions; Todd Howell P.I. November 2007). NMCRIS #108167.**

**SITE VISIT: Yes, on November 7 2007. Determination that the former West Mesa Airport should be recorded as a historic site.**

**RECOMMENDATION(S):**

- CERTIFICATE OF NO EFFECT IS ISSUED (ref O-07-72 Section 72 Section 4B(1)—no significant sites in project area and 4B(3), information potential exhausted for LA 157883).***  
***NOTE: Information potential for LA 157883 has been exhausted not only by in-field recordation but also from other oral history and documentary evidence.***

**SUBMITTED:**  
Matthew Schmader, PhD  
Superintendent, Open Space Division  
Acting City Archaeologist

HEARING ON  
MARCH 26, 2007

**Garcia, Andrew B.**

---

**From:** Jon Stern [jons@gra-arch.com]  
**Sent:** Monday, February 11, 2008 10:08 AM  
**To:** Garcia, Andrew B.  
**Cc:** Rusty Hugg; Jon Niski  
**Subject:** Deferral for 08DRB-70023 and 08DRB-70024, final plat 08DRB-70029

Mr. Garcia,

We need to defer DRB case #'s 08DRB-70023 and 08DRB-70024 (LADERA INDUSTRIAL CENTER), and its DRB Plat hearing 08DRB-70029 for the same site (all scheduled for 2/13), under Project #1002404. Please defer them indefinitely. I am the agent for the owner (Peterson Properties).

Thanks,  
Jon Stern

Jonathan Stern AIA  
George Rainhart Architect & Associates

2325 San Pedro NE, Suite 2B  
Albuquerque, NM 87110  
p 505.884.9110 ext. 110  
f 505.837.9877

April 21, 2008

City of Albuquerque  
Planning Department  
600 Second St. NW  
Albuquerque, NM 87103

Re: SITE PLAN FOR BUILDING PERMIT & SITE PLAN FOR SUBDIVISION FOR  
A 7.08 ACRE SITE LOCATED AT THE NORTHEAST CORNER OF UNSER  
BOULEVARD AND VISTA ORIENTE STREETS  
(Project #1002404 Agenda item # 10, 07EPC-40050 AND 07EPC-40051)

Angela Gomez,

This project was indefinitely deferred by DRB on 2/13/08. We are here with requesting to be on the DRB on April 30 2008 in conjunction with the plat hearing 08DRB-70029. The proposed project is located at Lot 1-B,1-D, Ladera Industrial Center, within the Town of Atrisco Grant, City of Albuquerque, Bernalillo County, N.M. The proposed site will be called "Unser Professional Park" Phase II. This submittal supersedes the master plan prepared by Tierra West, LLC Case numbers 03EPC-01211, and Case numbers 07EPC00104. The proposed buildings include restaurant, office/retail building and fast food with a drive up window. The submittal package includes supporting Civil and Landscape drawings, as well as the proposed design guidelines and proposed building elevations.

Sincerely,

**George Rainhart Architects and Associates**

Nasima A Hadi  
Project Manager

  
A/21/08

ANGELA GOMEZ

PROJECT # 1002404

PLEASE PUT THIS ITEM

BACK ON THE AGENDA

FOR APRIL 30TH

THANKS  
Russ



TRANSMISSION VERIFICATION REPORT

TIME : 01/22/2008 11:46  
NAME :  
FAX : 9243864  
TEL : 5059243979  
SER. # : BR06J570919

DATE, TIME	01/22 11:46
FAX NO./NAME	98379877
DURATION	00:00:21
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

January 22, 2008

City of Albuquerque  
Planning Department  
Inter-Office Memorandum

TO: Jack Cloud, DRB Chair  
FROM: Anna DiMambro, Planner <sup>AD</sup>  
SUBJECT: Project # 1002404

On November 15, 2007, the Environmental Planning Commission approved Project # 1002404/07EPC-40050 and 40051, a request for a site development plan for subdivision and a site development plan for building permit for Lots 1B and 1D, Ladera Industrial Center, located Unser and Vista Oriente NW.

The applicant has satisfied all of the EPC conditions of approval for the site development plan for subdivision with the following exceptions:

1. Condition #3c requires the applicant to specifically state that 75% live groundcover shall be provided for **each** landscaping area.
2. Condition #3c allows the applicant two 12-foot signs along Vista Oriente. As written, the design guidelines would only permit one such sign. The applicant should be made aware that the current language of the design guidelines is more restrictive than what the EPC approved.

The applicant has satisfied all of the EPC conditions of approval for the site development plan for building permit.

Compliance with City Engineer conditions should be verified with the City Engineer. If you have any questions on this report, please do not hesitate to call me at

**Garcia, Andrew B.**

---

**From:** Jon Stern [jons@gra-arch.com]  
**Sent:** Monday, January 21, 2008 6:04 PM  
**To:** Garcia, Andrew B.  
**Cc:** George Rainhart; Nasima Hadi; Mae Peterson; Douglas Peterson  
**Subject:** Deferral for 08DRB-70023 and 08DRB-70024

Mr. Garcia,  
We need to defer DRB case #'s 08DRB-70023 and 08DRB-70024 (LADERA INDUSTRIAL CENTER), currently scheduled for 1/23, to next week's hearing 1/30/08, and it needs to be coupled with the DRB Plat hearing for the same site (which is already scheduled for 1/30), both projects under Project #1002404. I am the agent for the owner (Peterson Properties).

Thank you,  
Jonathan Stern

Jonathan Stern AIA  
George Rainhart Architect & Associates

2325 San Pedro NE, Suite 2B  
Albuquerque, NM 87110  
p 505.884.9110 ext. 110  
f 505.837.9877

# City of Albuquerque



## DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

### SUBDIVISION

- Major Subdivision action
- Minor Subdivision action
- Vacation
- Variance (Non-Zoning)

### SITE DEVELOPMENT PLAN

- for Subdivision
- for Building Permit
- Administrative Amendment (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

### STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

### S Z ZONING & PLANNING

- Annexation
- County Submittal
- EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)
- APPEAL / PROTEST of...**
  - Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

### APPLICATION INFORMATION:

Professional/Agent (if any): SURV-TEK, INC PHONE: 877-3366  
 ADDRESS: 9384 VALLEY VIEW DR NW FAX: \_\_\_\_\_  
 CITY: ALB STATE NM ZIP 87114 E-MAIL: RUSSHUGG@SURVTEK.COM

APPLICANT: PETERSON INV - 98TH/UNSER, LLC PHONE: 884-3578  
 ADDRESS: 2325 SAN PEDRO NE SUITE 2-A FAX: \_\_\_\_\_  
 CITY: ALB STATE NM ZIP 87110 E-MAIL: \_\_\_\_\_

Proprietary interest in site: OWNERS List all owners: \_\_\_\_\_

DESCRIPTION OF REQUEST: MINOR PRELIMINARY / FINAL PLAT APPROVAL

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes.  No.

### SITE INFORMATION: ACCURACY OF THE EXISTING LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.

Lot or Tract No. LOTS 1-B AND 1-D, LADERA INDUSTRIAL CENTER Block: \_\_\_\_\_ Unit: \_\_\_\_\_  
 Subdiv/Addn/TBKA: LOTS 1-B-1, 1-B-2, 1-B-3 AND 1-B-4, LADERA INDUSTRIAL CENTER  
 Existing Zoning: SU-1 LIGHT INDUSTRIAL Proposed zoning: SAME MRGCD Map No. \_\_\_\_\_  
 Zone Atlas page(s): H-9 UPC Code: 100905946633610204  
100905949834110203

### CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_, Z\_, V\_, S\_, etc.): \_\_\_\_\_

### CASE INFORMATION:

Within city limits?  Yes Within 1000FT of a landfill? N/A  
 No. of existing lots: 2 No. of proposed lots: 4 Total area of site (acres): 7.0919  
 LOCATION OF PROPERTY BY STREETS: On or Near: UNSER BOULEVARD NW  
 Between: VISTA ORIENTE ST NW and \_\_\_\_\_

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: \_\_\_\_\_

SIGNATURE [Signature] DATE 1.16.08

(Print) Russ Hugg Applicant:  Agent:

### FOR OFFICIAL USE ONLY

Form revised 4/07

- INTERNAL ROUTING
- All checklists are complete
- All fees have been collected
- All case #s are assigned
- AGIS copy has been sent
- Case history #s are listed
- Site is within 1000ft of a landfill
- F.H.D.P. density bonus
- F.H.D.P. fee rebate

Application case numbers	Action	S.F.	Fees
<u>08DRB 70029</u>	<u>P&amp;F</u>	<u>5(3)</u>	<u>\$425.00</u>
_____	<u>CMF</u>	_____	<u>\$20.00</u>
_____	_____	_____	\$_____
_____	_____	_____	\$_____
_____	_____	_____	\$_____
Hearing date <u>01/30/08</u>			Total <u>\$445.00</u>

Sandy Handley 01/17/08  
 Planner signature / date

Project # 1002404

**FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING**

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

**SKETCH PLAT REVIEW AND COMMENT (DRB22)** Your attendance is required.

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- List any original and/or related file numbers on the cover application

**EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** Your attendance is required.

- Preliminary Plat reduced to 8.5" x 11"
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Copy of DRB approved infrastructure list
- Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
- List any original and/or related file numbers on the cover application

**Extension of preliminary plat approval expires after one year.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** Your attendance is required.

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- Design elevations & cross sections of perimeter walls **3 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Copy of recorded SIA
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- List any original and/or related file numbers on the cover application
- DXF file and hard copy of final plat data for AGIS is required.

**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** Your attendance is required.

- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings
- Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- Fee (see schedule)
- List any original and/or related file numbers on the cover application
- Infrastructure list if required (**verify with DRB Engineer**)
- DXF file and hard copy of final plat data for AGIS is required.

**AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** Your attendance is required.

- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

Russ Hugg  
Applicant name (print)  
RH  
Applicant signature / date 1.16.08

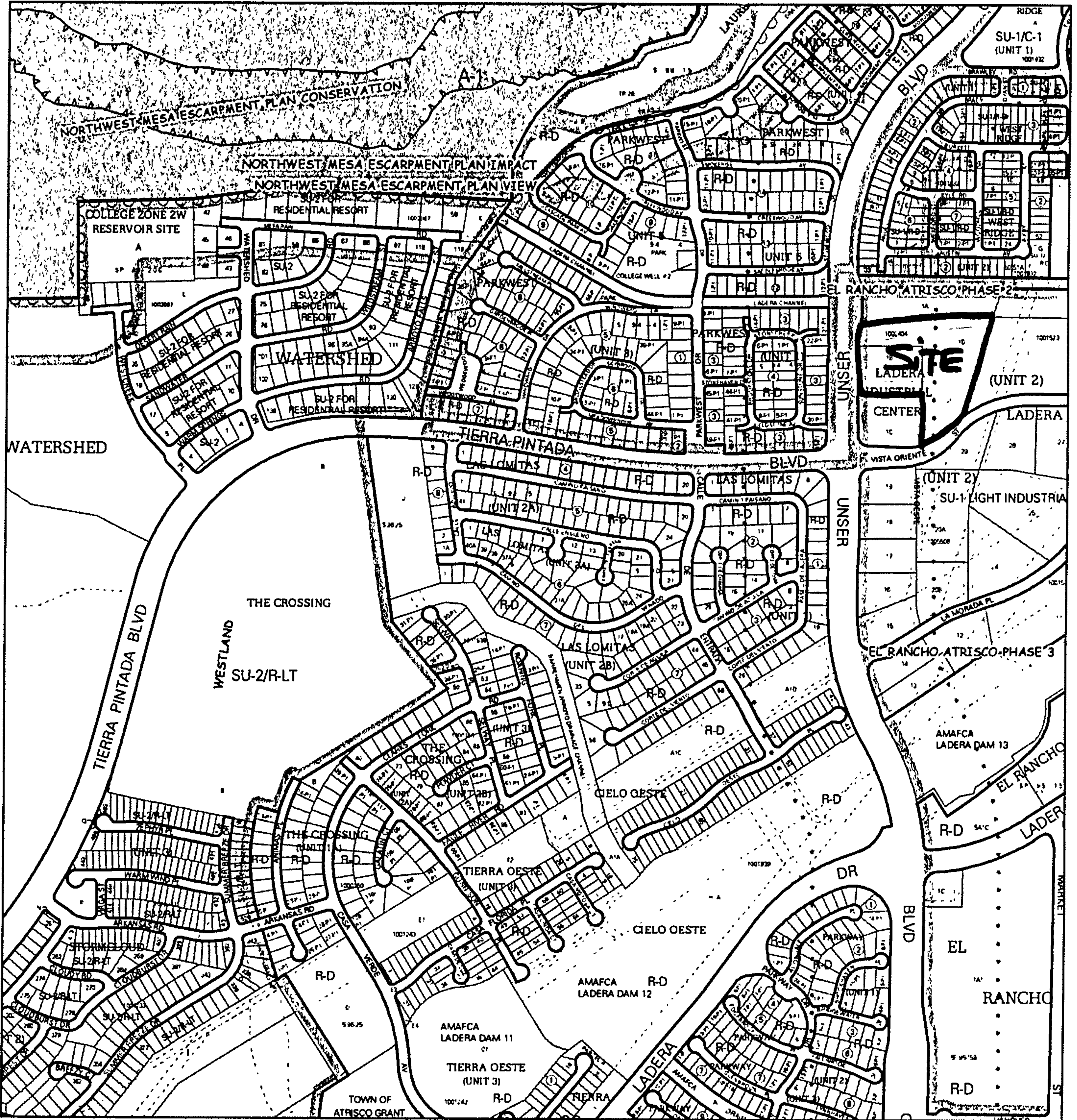


Form revised **October 2007**


- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers  
08DRB-70029

Sandy Handley 01/17/08  
Planner signature / date  
Project # 1002404

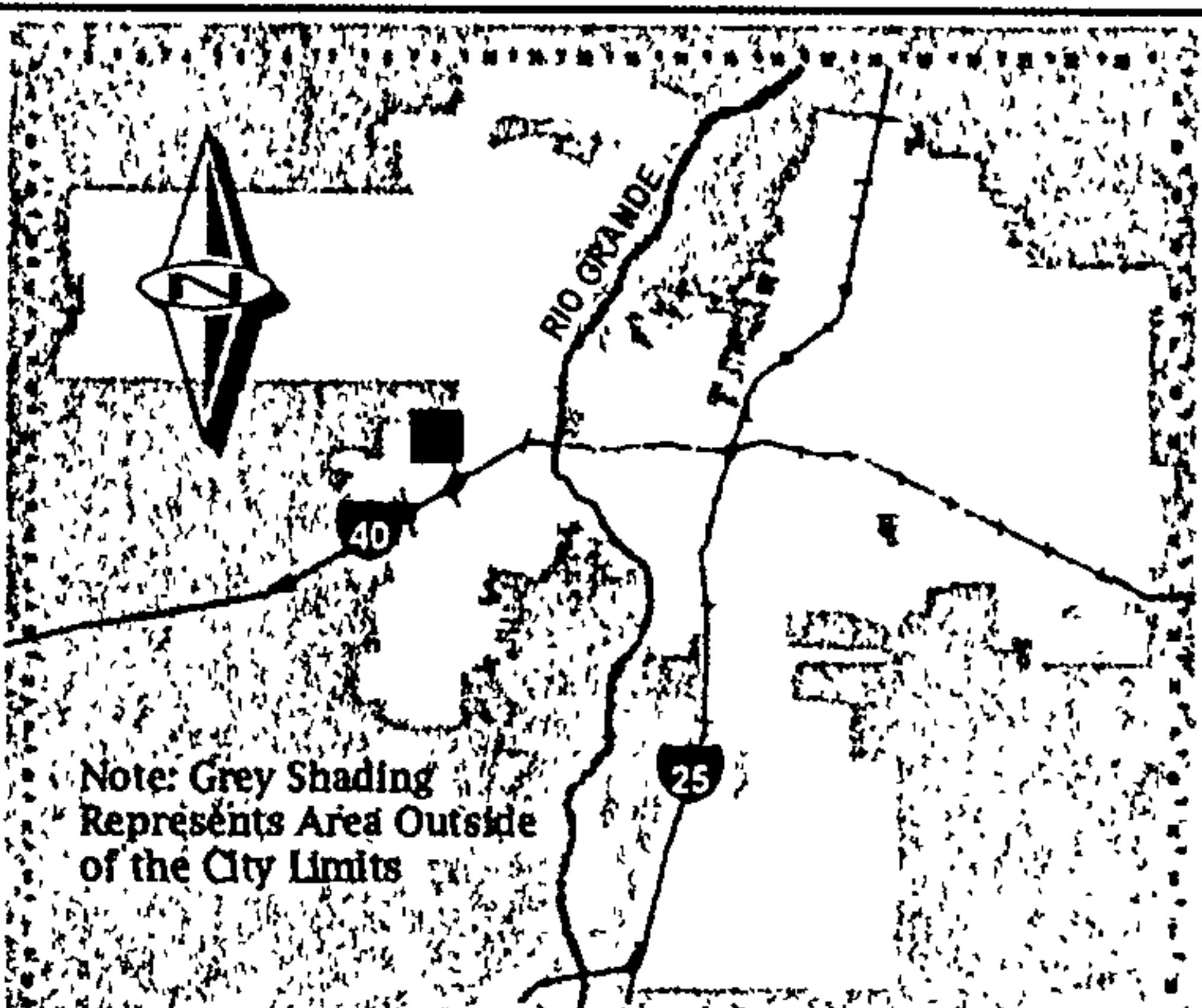


For more current information and more details visit: <http://www.cabq.gov/gis>



**AGIS**  
Albuquerque Geographic Information System

Map amended through: 1/4/2008



Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**H-09-Z**

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

0 750 1,500 Feet

# **SURV TEK, INC.**

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## **Consulting Surveyors**

9384 Valley View Drive, NW Albuquerque, New Mexico 87114  
Phone: 505-897-3366 Fax: 505-897-3377 E-mail: hugg@swcp.com

January 14, 2008

Albuquerque Development Review Board  
PO Box 1293  
Albuquerque, New Mexico 87103

Attention: Andrew Garcia, Chair

RE: Preliminary/Final Plat approval for Lots 1-B and 1-D, Ladera Industrial Center (To be known as Lots 1-B-1, 1-B-2, 1-B-3 and 1-B-4, Ladera Industrial Center), City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas Page H-9-Z.

Dear Mr. Garcia:

The owner of the above captioned property, Peterson INV-98th/UNSER, LLC , is hereby filing application with the City of Albuquerque Development Review Board for Preliminary and Final Plat approval for proposed Lots 1-B-1, 1-B-2, 1-B-3 and 1-B-4, Ladera Industrial Center.

This plat will create 4 new tracts and grant the necessary public utility easements to serve said tracts.

If you should have any questions regarding this request, please contact me at your convenience.

Sincerely,

  
Russ P. Hugg, PS  
Surv-Tek, Inc.

January 14, 2008

Mr. Russ Hugg  
Surv-Tek, Inc.  
5643 Paradise Blvd. N.W.  
Albuquerque, New Mexico 87114

Dear Russ:

By this letter, I hereby authorize you to act as agent on behalf of Peterson INV-98th/UNSER, LLC for DRB submittal of a Preliminary/Final Plat approval for Lots 1-B and 1-D, Ladera Industrial Center (To be known as Lots 1-B-1, 1-B-2, 1-B-3 and 1-B-4, Ladera Industrial Center), City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas Page H-9-Z.

Please call me if you have any further questions.

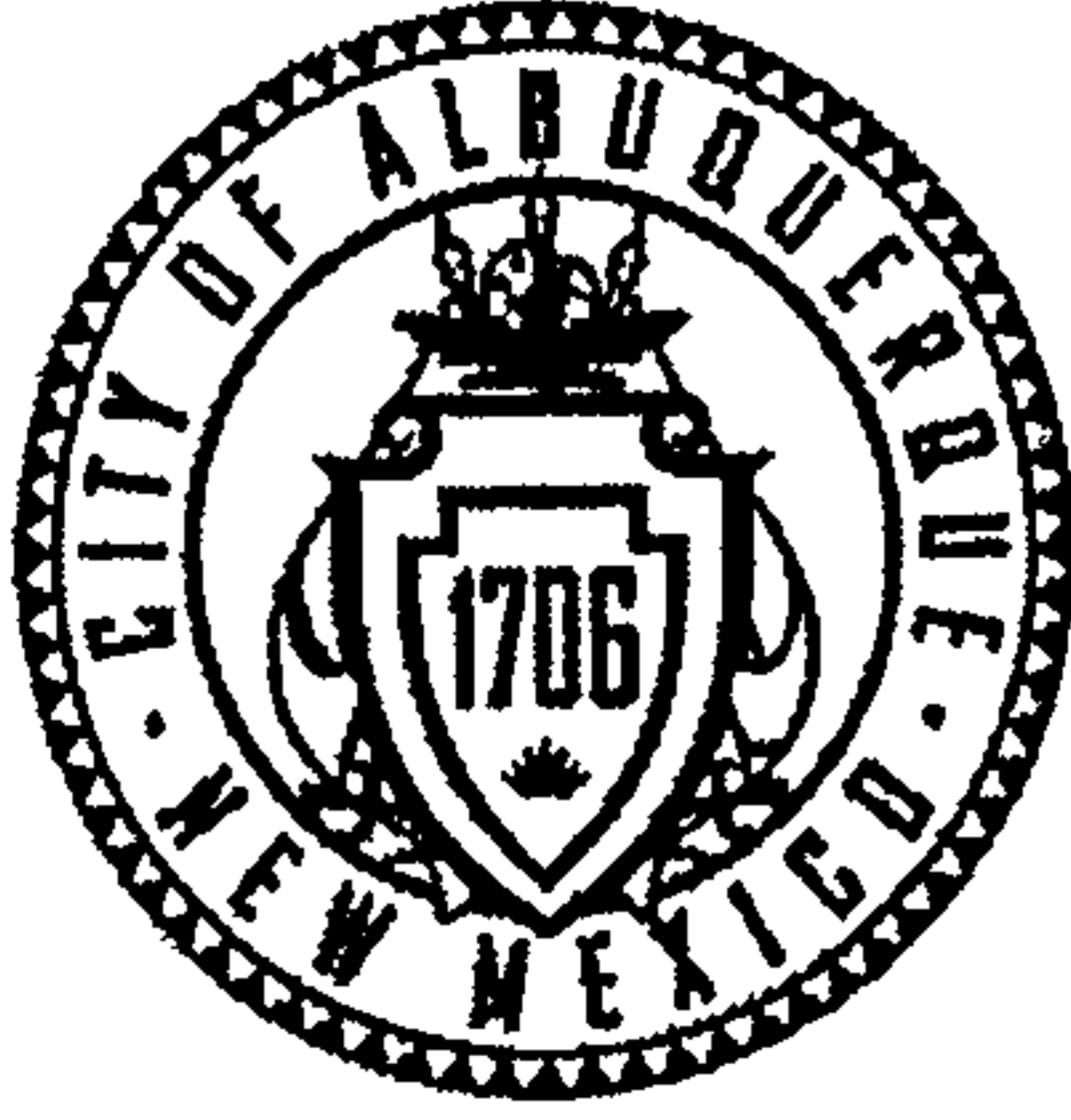
Sincerely,

INV-98th/UNSER, LLC

A handwritten signature in black ink, appearing to read "James A. Peterson", written over a horizontal line.

By: James A. Peterson, Trustee

2325 San Pedro NE, Suite 2-A  
Albuquerque, New Mexico 87110  
Phone: 884-3578



City of Albuquerque  
P.O. Box 1293 Albuquerque, New Mexico 87103

**Planning Department**

**Martin J. Chavez, Mayor**

**Richard Dineen, Director**

**Interoffice Memorandum**

November 8, 2007

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**Subject: Albuquerque Archaeological Ordinance—Compliance Documentation**

**Project Number(s):**

**Case Number(s):**

**Agent:**

**Applicant: DAC Enterprises**

**Legal Description: Lots 1-B and 1-D, Ladera Industrial Center**

**Acreage: 7.3 acres**

**Zone Atlas Page: H-9**

**CERTIFICATE OF NO EFFECT: Yes  No**

**CERTIFICATE OF APPROVAL: Yes  No**

**SUPPORTING DOCUMENTATION:**

**NIAF submitted by TRC Solutions, October 2007**

**SITE VISIT: n/a**

**RECOMMENDATION(S):**

- ***CERTIFICATE OF NO EFFECT IS ISSUED (ref O-07-72 Section 72 Section 4B(1)--no significant sites in project area).***

**SUBMITTED:**

**Matthew Schmader, PhD**

**Superintendent, Open Space Division**

**Acting City Archaeologist**



**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
CROSS-EASEMENTS**

This Declaration of Covenants, Conditions, Restrictions and Cross-Easements ("Declaration") is made as of the 4<sup>th</sup> day of April, 2005, by CAP II - 98<sup>th</sup>/Unser, LLC, a New Mexico limited liability company (hereinafter "Declarant").

**PREAMBLE:**

A. Declarant is the fee owner of those certain Parcels of real estate described as Lot 1-B and Lot 1-C located at the northeast corner of Vista Oriente Street (also known as 98<sup>th</sup> Street) and Unser Boulevard in the City of Albuquerque, County of Bernalillo, State of New Mexico, which Lots are designated "Lot 1-B" and "Lot 1-C" on Exhibit "A" and are more particularly described in Exhibits "B-1" and "B-2" respectively, which Exhibits are attached hereto and by this reference incorporated herein. Lot 1-B and Lot 1-C are sometimes hereinafter collectively referred to as the "Property" or individually as a "Lot".

B. Declarant wishes to grant certain easements for the benefit of each Lot and place certain restrictions upon the Property for the mutual benefit of Lot 1-B and Lot 1-C.

C. This Declaration shall run in perpetuity and is intended to be and shall be construed as covenants running with the land and shall be binding upon Declarant, each Owner, and all other persons acquiring any right, title or interest in and to the Property or



any part thereof, and shall inure to the benefit of Declarant and each person who becomes an Owner of any part of the Property, as well as their respective successors-in-interest.

Declarant hereby declares, grants and establishes the following easements, covenants, conditions, and restrictions for the benefit of Lot 1-B and Lot 1-C.

## ARTICLE I

### DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration have the meaning herein specified.

Section 1.01. Common Area. "Common Area" shall mean all of those areas on each Lot which are not from time to time, and at any applicable time, occupied by buildings. By way of illustration, and not limitation, Common Area shall include all private streets, driveways, areas of ingress and egress, parking areas, service areas, sidewalks and other pedestrian ways, landscape areas and similar amenities designated and maintained for such uses from time to time. The Owner of each Lot shall have the right to change the Common Area at any time and from time to time, provided access as provided for in this Declaration is not adversely affected.

Section 1.02. Mortgage/Mortgagee. "Mortgage" shall mean a mortgage, deed of trust or other security device affecting all or any portion of or interest in either Lot 1-B or Lot 1-C and which has been recorded in the real property files of Bernalillo County (hereinafter "Official Records") and "Mortgagee" shall mean and refer to the mortgagee, beneficiary or other holder of any of the foregoing instruments, providing the name and



address of such mortgagee, beneficiary or other holder shall appear among the aforesaid Official Records.

Section 1.03. Owner. "Owner" shall mean any Person having any fee simple estate in any portion of either Lot 1-B or Lot 1-C, excluding any Person (hereinafter defined) who holds such interest as security for the payment of an obligation, but including any Mortgagee or other security holder in actual possession of any portion of the Property by foreclosure or otherwise, and any Person taking title from any such security holder.

Section 1.04. Person. "Person" shall mean artificial persons or legal entities (such as corporations, limited liability companies, partnerships, trusts, etc.) as well as natural persons.

Section 1.05. Plat. "Plat" shall mean that certain Plat entitled "Subdivision Plat of Lots 1-A, 1-B, 1-C and 1-D Ladera Industrial Center" recorded on June 24, 2004 in Book 2004C at Page 194 in the Officials Records of Bernalillo County.

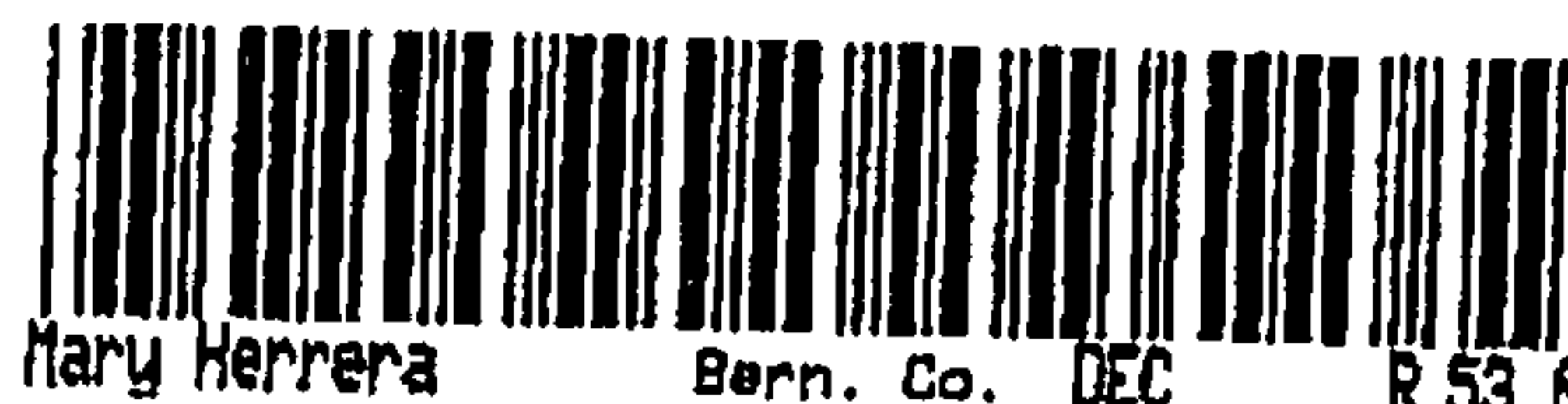
Section 1.06. Walgreen. "Walgreen" shall mean Walgreen Co., an Illinois corporation.

## ARTICLE II

### EASEMENTS

#### Section 2.01. Ingress and Egress.

(A) Declarant hereby declares, grants to, and establishes for the benefit of the Owners of Lot 1-B and Lot 1-C, their lessees, customers and invitees, reciprocal, perpetual, non-exclusive cross-easements of ingress and egress for vehicular and



pedestrian traffic over and across the Common Areas of Lot 1-B and Lot 1-C as such Common Areas may exist from time to time. Additionally, Declarant hereby declares, grants to, and establishes for the benefit of the Owners of Lot 1-B and Lot 1-C, a perpetual, non-exclusive, reciprocal easement for vehicular and pedestrian ingress to and egress from the curb cuts on Unser Boulevard and Vista Oriente Street (also known as 98<sup>th</sup> Street) (i) over, upon and across those areas of the Property crosshatched and designated "Common Access Driveway" as shown on Exhibit "A" hereto. The easement rights created in this Section 2.01 are collectively referred to as "Access Easements". No Owner of either Lot shall construct or permit any barrier, fence, wall, building or any other structure of any kind which prevents or materially adversely affects access over the Common Area and/or the Common Access Driveways. Nothing contained herein shall be construed as a grant by Declarant of any vehicular parking rights in either Lot 1-B or Lot 1-C for the benefit of the other Lot, and the Owners of each Lot shall at all times provide sufficient parking on its Lot or portion thereof to satisfy any and all governmental parking requirements applicable thereto. Additionally, no facility on either Lot containing a vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto the adjoining Lot, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across said adjoining Lot.

(B) The Owner of each Lot shall construct and thereafter maintain, at its sole



cost and expense, concurrent with the development of said Lot, such portion of the Common Access Driveway as is located on its respective Lot. The entire Common Access Driveway will be constructed where shown on Exhibit "A" and to specifications to be jointly agreed upon between the Owners of each Lot. The Common Access Driveway shall not be moved or otherwise changed without the consent of all of the Owners of Lot 1-B and Lot 1-C which consent shall not be unreasonably withheld. Notwithstanding the responsibility of each Lot Owner to construct that portion of the Common Access Driveway as is located on its Lot, in the event that development of either Lot shall precede the development of the other Lot, the Owner of the first Lot to be developed (hereinafter the "Developing Lot") shall have the right to construct (and maintain at its sole cost and expense until such time as the other Lot is developed) all or as much of the Common Access Driveway on the adjoining Lot as the Owner of the Developing Lot, in its sole discretion, deems necessary to provide for adequate ingress and egress to the Developing Lot. The Owner of the Developing Lot shall have the right, in its sole discretion and at its sole cost and expense, to temporarily improve the Common Access Driveway over and across the adjoining Lot to an extent deemed adequate by the Owner of the Developing Lot for its use. After permanent construction of the Common Access Driveway, that portion of the Common Access Driveway located within each Lot shall be maintained in good condition and repair, clean and free of all rubbish, by the respective Owner of each Lot, provided however, if any damage to the Common Access Driveway located within one Lot is caused by the Owner of the other Lot, or its lessees or employees, that Owner shall be responsible for



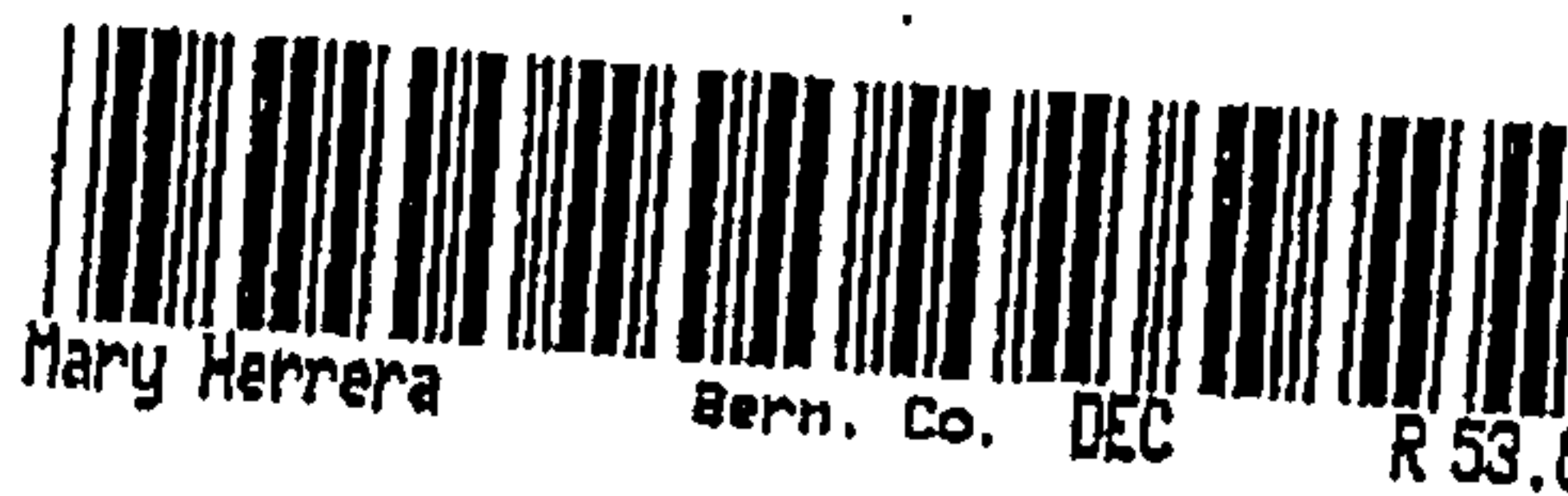
repairing any such damage at its sole cost and expense

**Section 2.02. Utilities.** Declarant hereby establishes and grants for the benefit of each Lot and the Owners thereof and their successors, assigns and lessees, a perpetual, non-exclusive, reciprocal underground easement across such portions of the Common Areas of each respective Lot as such are maintained from time to time, for the purpose of installing, maintaining, operating, repairing, replacing and renewing any and all utility lines and related facilities, including without limitation, electricity, water, gas, sewer, telephone, cable television and storm drains. The location of any such utilities shall be subject to the reasonable review and consent of the Owner of the Lot to be burdened by such utilities (Owner's consent to be provided within fourteen {14} days or such request is deemed approved); provided that, in any event, no such utilities shall be located within any building footprint, or encroach upon any permanent improvements located on the Property from time to time, and all such easements, shall (if practical) be located along perimeters or boundary lines of the Property, but in any event shall be situated so as to minimize damage, diminution in value or other negative impacts, upon the burdened Property or Common Areas. The utility easements granted hereby are solely for the purposes set forth above, provided, however, that in using the easements granted hereby, any Owner who goes, or causes its agent or any utility company to go, upon any other Owner's property or Common Area shall (i) give the other Owner at least thirty (30) days prior written notice together with a drawing of any proposed installation or relocation of any utility line; (ii) cause such use of its utility easement to be conducted in a manner which,



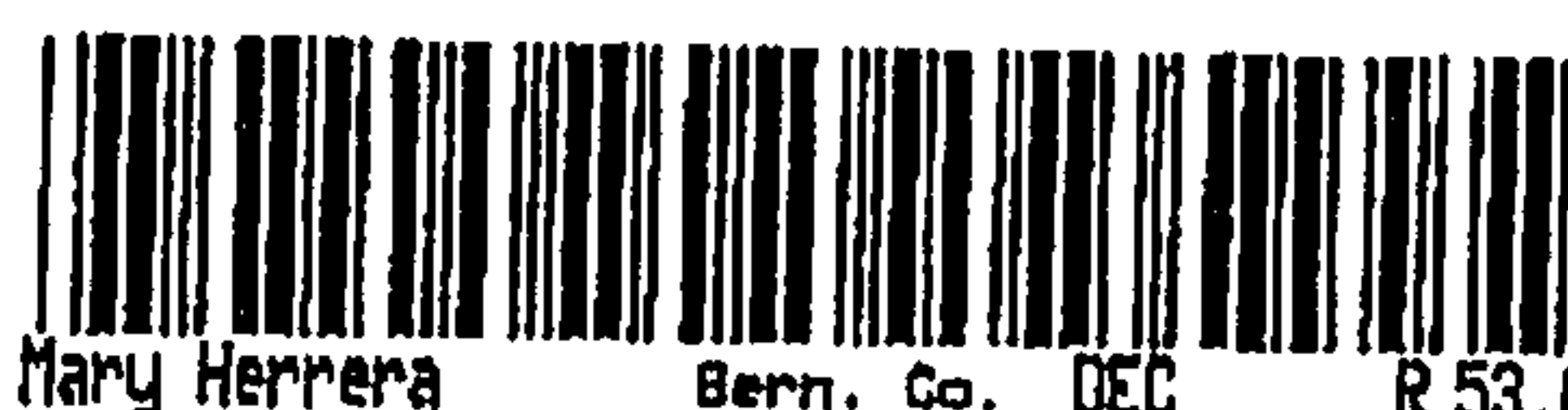
under the circumstances, is the least disruptive to the other Owner, its tenants, and the customers and invitees of each of them, including not conducting such work during the week before and after Easter, Halloween and Christmas; (iii) cause such use to be completed with due regard for the safety of all persons coming onto such Property or Common Area, and (iv) cause, at its expense, any damage to the other Owner's or its tenant's improvements (including without limitation, pavement) to be promptly repaired and restored as near as practicable to the prior condition of such improvement. Each such Owner shall be liable to such other Owner and tenants for any breach of the foregoing obligations, and each such Owner shall indemnify such other Owner and tenants and hold such other Owner and tenants free, clear and harmless from any and all claims, actions, demands, causes of action, costs and expenses whatsoever (including attorneys' fees and court costs) for any personal injury or property damage arising from or as a result of such Owner's use of a utility easement upon such other Owner's Property or Common Area.

**Section 2.03. Drainage.** Declarant hereby establishes and grants for the benefit of each Lot and the Owners thereof and their successors, assigns and lessees, a perpetual, non-exclusive, reciprocal drainage easement over, upon, under and across the Common Area of each Lot for the benefit of the other Lot, for the purposes of drainage of storm and surface water. Declarant also hereby establishes a non-exclusive and perpetual easement to install, maintain, repair and replace any storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Common Areas of each Lot as are approved by the Owner of the Lot burdened



thereby. The storm water detention areas, if any, indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities". The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. Once constructed, (i) the Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners; and, (ii) each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Lot and make any and all repairs and replacements that may from time to time be required with respect thereto. No such easement for drainage shall cause an excessive amount of drainage over, upon, under and across the other Owner's Lot such that the same would unreasonably interfere with the full use and enjoyment of the Owner of such burdened Lot.

Section 2.04. Lot 1-B Sign Easement. The Owner of Lot 1-B shall have an exclusive and perpetual easement for the purposes of the installation, use, maintenance and repair of a Pylon Sign on Lot 1-C at the location designated "Lot 1-B Sign Pylon" on Exhibit "A", together with reasonable rights of ingress and egress for such purposes. Relocation and maintenance shall be at the sole cost and expense of the Owner of Lot 1-B. The Owner of Lot 1-B shall indemnify the Owner of Lot 1-C and Walgreen and hold them harmless from any and all losses, costs, claims and expenses arising out of or in





connection with the installation and maintenance of said Pylon Sign. Said Pylon Sign shall comply with all governmental rules, regulations and approvals. The content of any sign, panel, identification, mark or other communication maintained or placed on the Lot 1-B Sign Pylon shall be limited to identifying the business(es) then operating on Lot 1-B and shall be used for no other purpose. The size of the Lot 1-B Sign Pylon shall be determined in accordance with the applicable City of Albuquerque signage ordinances.

### ARTICLE III

### RESTRICTIONS

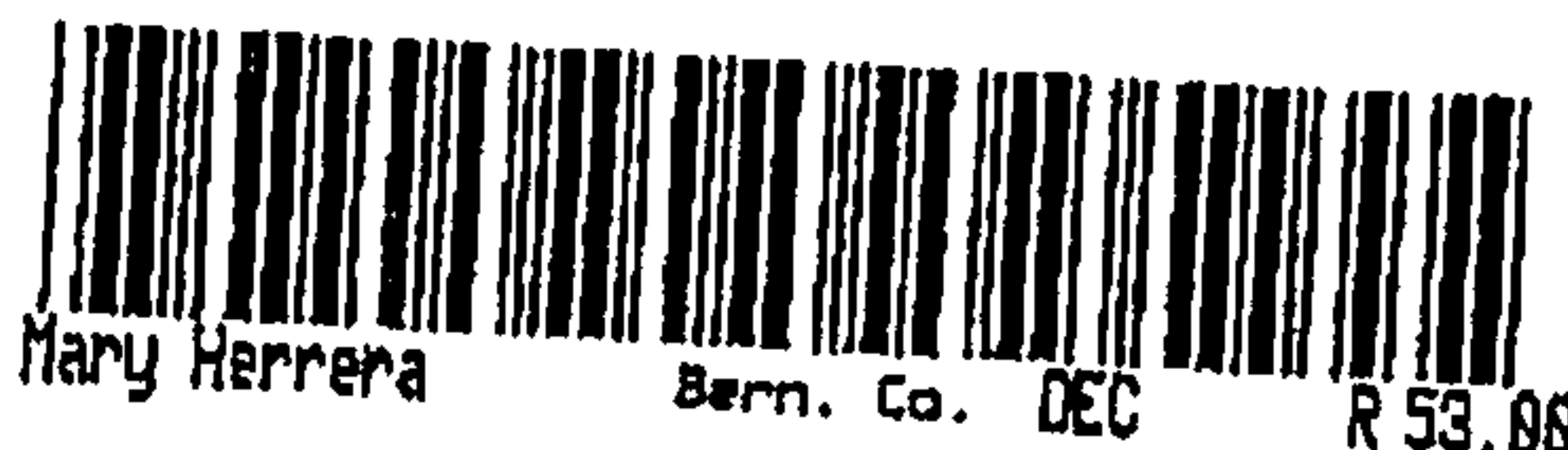
Section 3.01. Walgreen Exclusive. So long as Walgreen has an interest of any kind in Lot 1-C, no portion of Lot 1-B shall be used for (i) the operation of a drug store or a so-called prescription pharmacy whether or not a pharmacist is present at such facility or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; or (ii) the operation of a medical diagnostic lab or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii]). Notwithstanding the foregoing, if Walgreen, as occupant and/or Owner of Lot 1-C, closes its store to the public for six (6) months or more, then the foregoing exclusive use restrictions shall terminate, except in the event that Walgreen discontinues business as a result of fire, other casualty, remodeling, strike, temporary loss of licenses or other cause beyond Walgreen's control. In no event shall said restrictions terminate in the event that Walgreen or its successor discontinues



business and a permitted assignee or sublessee of Walgreen or its successor commences business operations in the Walgreen's building on Lot 1-C within six (6) months after taking possession of the premises, selling any such item or items so restricted as a material part of such assignee's or sublessee's business.

**Section 3.02. Obnoxious Uses.** Additionally, no portion of the Property shall be used for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theater, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, or any use which creates a nuisance.

**Section 3.03. Lot 1-C Building Set-back Line.** No building shall be constructed at any time within the land area of Lot 1-C west of the "Building Set-back Line" shown on Exhibit "A" hereto. Canopies, footings or foundations which extend into the Common Area of Lot 1-C, together with any columns or posts supporting same shall not be deemed a violation of any of the provisions of this Declaration and shall not be deemed to be part of the Common Area.



Section 3.04 Building Height Restrictions. Any building constructed on Lot 1-B or Lot 1-C shall be one story in height and shall not exceed a total height of 30 feet (excluding architectural embellishments) measured from the grade level of each such Lot.

#### ARTICLE IV

#### GENERAL

Section 4.01. Notices. All notices required to be given pursuant to the provisions of this Declaration shall be in writing and delivered in accordance with the following accepted forms of delivery: (a) hand delivery with a signature and date to verify receipt; (b) Federal Express (or similar over-night carrier) for priority over-night delivery; (c) United States Postal Service postage prepaid, by Certified or Registered Mail, return receipt requested; or (d) facsimile (together with a copy sent by regular United States first class mail) to:

If to Declarant: CAP II - 98<sup>th</sup>/Unser, LLC  
2325 San Pedro NE, Suite 2A  
Albuquerque, NM 87110  
Attn: James A. Peterson  
Phone: 505/884-3578  
Fax: 505/884-6793

If to any other Owner or occupant: To such address as such Owner or occupant shall designate in writing to Declarant, or to the Owner's or occupant's address in the Property, if no other address is designated;

or to such address as is thereafter provided by the parties hereto. If written notice is hand delivered it shall be deemed received upon delivery. If written notice is sent via Federal Express, it shall be deemed received the next business day. If written notice is mailed via United States Certified or Registered Mail, it shall be deemed received upon the earlier of



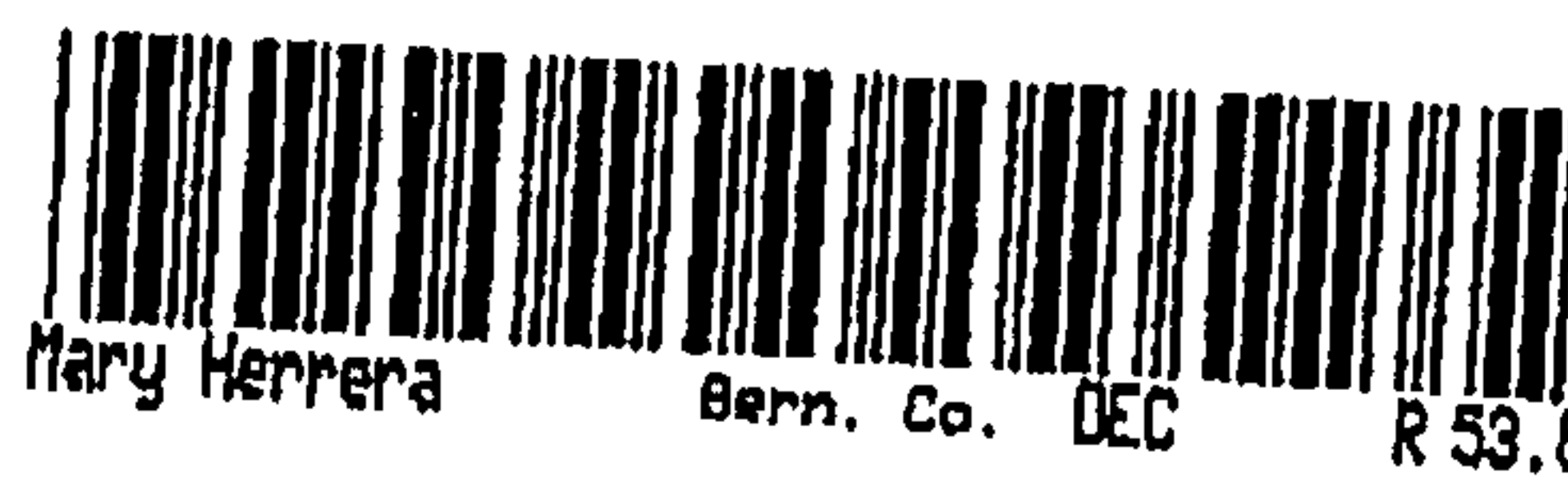
actual receipt or on the third business day following the date of mailing. If written notice is sent via facsimile, it shall be deemed received upon transmission when successful transmission has been confirmed by a printed confirmation sheet. In addition, all notices sent by facsimile shall also be mailed via regular United States Mail.

For so long as Walgreen shall occupy premises on or have an interest in Lot 1-C, a copy of all notices required to be given pursuant to the provisions of this Declaration shall be delivered as follows:

TO: Walgreen Co.  
104 Wilmot Road, MS 1420  
Deerfield, IL 60015  
ATTN: Law Department  
Facsimile: 847/315-4825

With a duplicate to the Walgreen premises on Lot 1-C or to such other address(es) as provided by Walgreen from time to time.

Section 4.02. Maintenance. Each Owner shall at all times maintain its portion of the Property and all improvements thereon in a safe, clean, neat, attractive and sanitary condition as appropriate for a first-class commercial property, and in all respects in compliance with all governmental zoning, health, fire and police requirements. By way of illustration and not limitation, such maintenance shall include (i) maintaining the surfaces of all driveways and parking areas of its portion of the Property in a level, smooth and evenly covered condition with asphalt pavement or similarly appropriate surfacing material; (ii) planting, weeding, irrigating, pruning and otherwise maintaining landscaping on all of its portions of the Property which are not covered by a structure or paving; (iii) re-painting,



cleaning and repairing the exterior of all buildings and other improvements on a regular basis; (iv) removing all trash, refuse, papers and debris; (v) placing and keeping in repair and replacing as necessary directional signs, markers, lines and striping; and (vi) operating, keeping in repair and replacing as necessary such artificial lighting facilities as shall be reasonably required for the safe and attractive condition of the Property.

**Section 4.03. Taxes.** As to any portion of the Property, it is intended that all real estate taxes and assessments by public authority relating to said land and improvements thereon or the ownership thereof, shall be paid prior to delinquency by the respective Owner thereof.

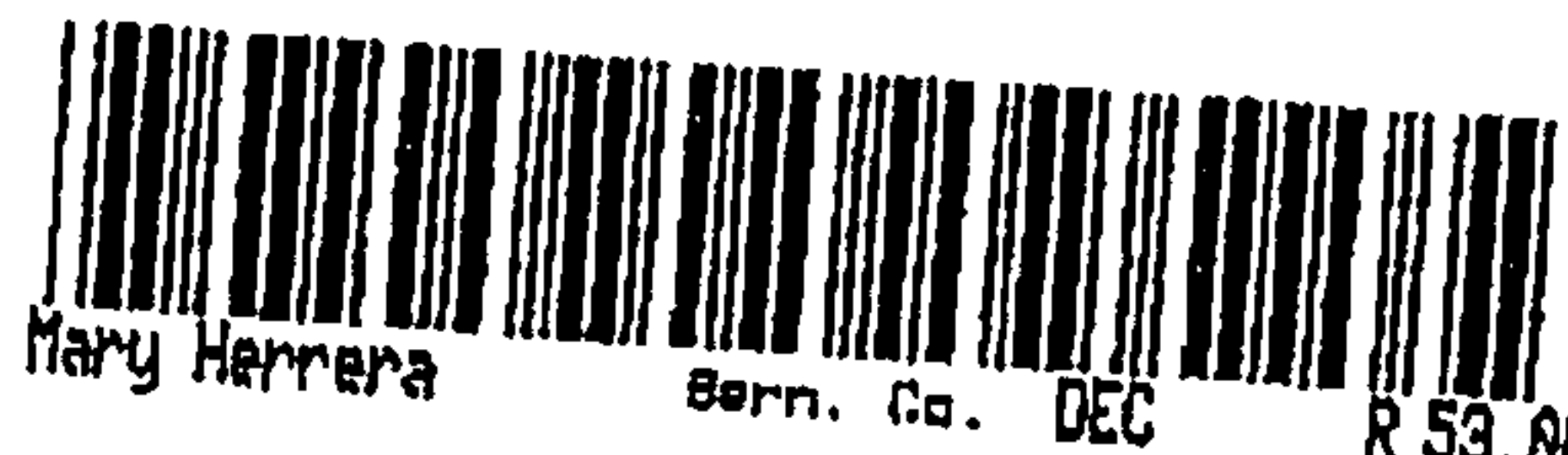
**Section 4.04. Default.** This Declaration shall create privity of contract and estate with and among all grantees of all or any part of the Property and their respective heirs, executors, administrators, successors and assigns. In the event of a breach, or attempted or threatened breach by any Owner of any part of the Property, in any of the terms, covenants, and conditions hereof, any one or all such other Owners of any part of the Property shall be entitled forthwith to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach. In addition to all other remedies available at law or in equity, upon the failure of a defaulting party to cure a breach of this Agreement within thirty (30) days following written notice thereof by another party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such (thirty) 30-day period, the defaulting party commences such cure within such (thirty) 30-day period and thereafter diligently pursues



such cure to completion) the non-defaulting party or parties shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting party and be reimbursed by such defaulting party, upon demand, for the reasonable costs incurred in the course of curing such default together with interest thereon at the prime rate for Bank One (or any successor institution) plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). The remedies permitted at law or equity of any one or all such Owners specified herein shall be cumulative as to each and as to all.

**Section 4.05. Insurance.** Each Owner shall maintain at all times a commercial general liability policy insuring against claims for death, personal injury or property damage in a combined single limit amount not less than \$2,000,000.00. Upon request, (which shall not be made more frequently than once per year) each Owner shall provide the other with a certificate of insurance, evidencing the existence of a valid policy of insurance in conformity with the above specifications. Notwithstanding the foregoing, for so long as Walgreen or any Owner of Lot 1-C has a net worth in excess of Three Hundred Million Dollars (\$300,000,000.00) any insurance required hereunder to be carried by the Owner of Lot 1-C may, at Walgreen's or such Owner's option, be carried by Walgreen or such Owner under an insurance policy(ies), self-insurance or pursuant to a master policy of insurance or so-called blanket policy of insurance covering other locations of Walgreen or its corporate affiliates or such Owner or any combination thereof, and evidence of such coverage may be provided by a certificate of insurance.

**Section 4.06. Covenants Running With The Land.** The easements and covenants



established by this Declaration shall run in perpetuity and are intended to be and shall be construed as covenants running with the land, binding upon, and inuring to the benefit of and enforceable by the Declarant and all subsequent Owners of the Property or any part thereof, provided however, that nothing contained herein shall be construed as a grant for the benefit of any other Owner of any right or easement in any part of its Property for parking purposes. If during the existence of this Declaration, an Owner of all or any part of the Property shall sell or transfer or otherwise terminate its interest as Owner, then from and after the effective date of such sale, transfer, or termination of interest, such party shall be released and discharged from any and all obligations, responsibilities and liabilities under this Declaration as to the parts sold or transferred provided that the transferee assumes all of said obligations, responsibilities and liabilities, except those obligations, responsibilities and liabilities (if any) which have already accrued as of such date, and any such transferee by the acceptance of the transfer of such interest shall thereupon become subject to the covenants contained herein to the same extent as if such transferee were originally a party hereto. The covenants and easements established hereby are not intended and shall not be construed as a dedication of such rights in the Property for public use, and this Declaration shall not be deemed to vest any rights in any customers, invitees or the public at large, but are solely for the benefit of the Owners of the Property and their lessees, customers and invitees to the extent heretofore established. For so long as Walgreen shall occupy premises on or have an interest in Lot 1-C, in the event of a breach or attempted or threatened breach of any of the terms, covenants and



conditions of this Declaration, Walgreen shall have the right to pursue directly any and all remedies therefore available at law or in equity, specifically including, but not limited to injunctive relief.

**Section 4.07. Attorney's Fees.** In the event any Owner (or Walgreen as the case may be) is required to enforce the provisions hereof through judicial proceedings, the prevailing party shall be entitled to reasonable attorney's fees and court costs from the non-prevailing party.

**Section 4.08. Estoppel Certificates.** Any Owner of either Lot 1-B or Lot 1-C shall execute and deliver to any other Owner or its Mortgagee within fifteen (15) days from receipt of such other Owner's request from time to time, an estoppel certificate, in a form reasonably acceptable to the requesting Owner, which certificate shall include information as to any modification of this Declaration and to the best knowledge of the Owner to whom such request is made, whether or not the requesting Owner is in Default of this Declaration.

**Section 4.09. Effective Date.** The covenants, conditions, restrictions and cross-easements contained herein shall be effective commencing on the date of recordation of this Declaration in the Official Records and may be modified, amended or canceled by recordation in the Official Records of a writing executed by the fee Owners of a majority of the land area of the Property at the time of such modification, amendment or cancellation (and Walgreen, so long as it occupies Lot 1-C or has an interest therein).

**Section 4.10. Severability.** Each provision of this Declaration and the application





whereof to Lot 1-B and Lot 1-C are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

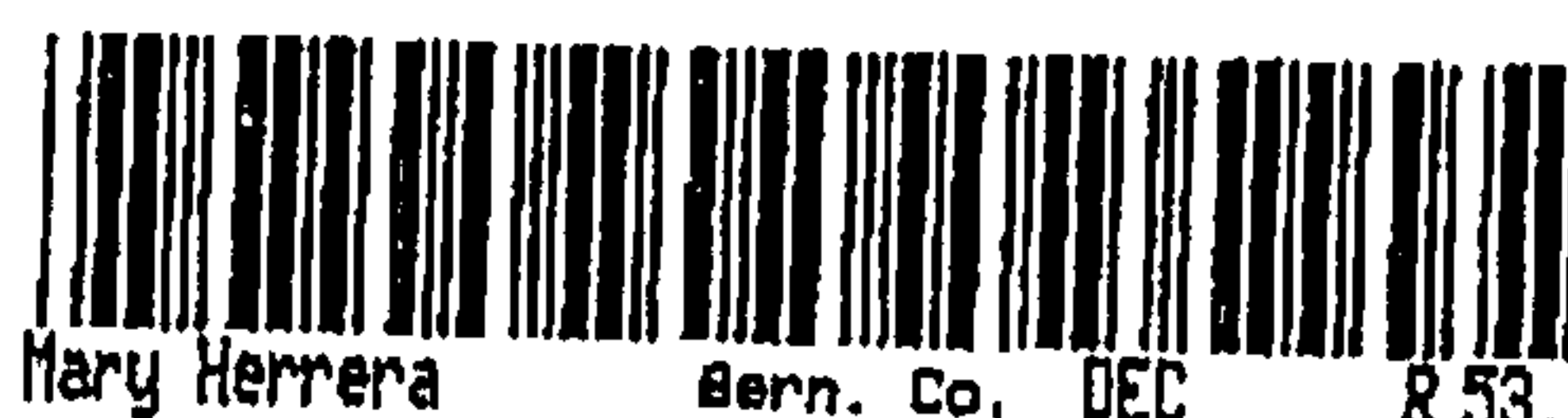
Section 4.11. Waiver. No waiver of any default of any obligation by any Owner of all or a part of the Property shall be implied from any omission by the other Owner or Owners to take any action with respect to such default.

Section 4.12. Relationship of the Owners. Nothing in this Declaration shall be deemed or construed by any party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

Section 4.13. Jurisdiction. The laws of the State of New Mexico shall govern the interpretation, validity, performance and enforcement of this Declaration.

Section 4.14. Subdivision. Nothing contained herein shall be construed as limiting the right of the Owners of Lot 1-B and Lot 1-C to subdivide and/or sell all or any portion of Lot 1-B or Lot 1-C to third parties, so long as any third party assumes the rights and obligations established hereunder.

Section 4.15. Legal Descriptions. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the Owners of Lot 1-B and Lot 1-C or any portion thereof, shall agree to promptly cause such legal description to be prepared and made a part hereof.



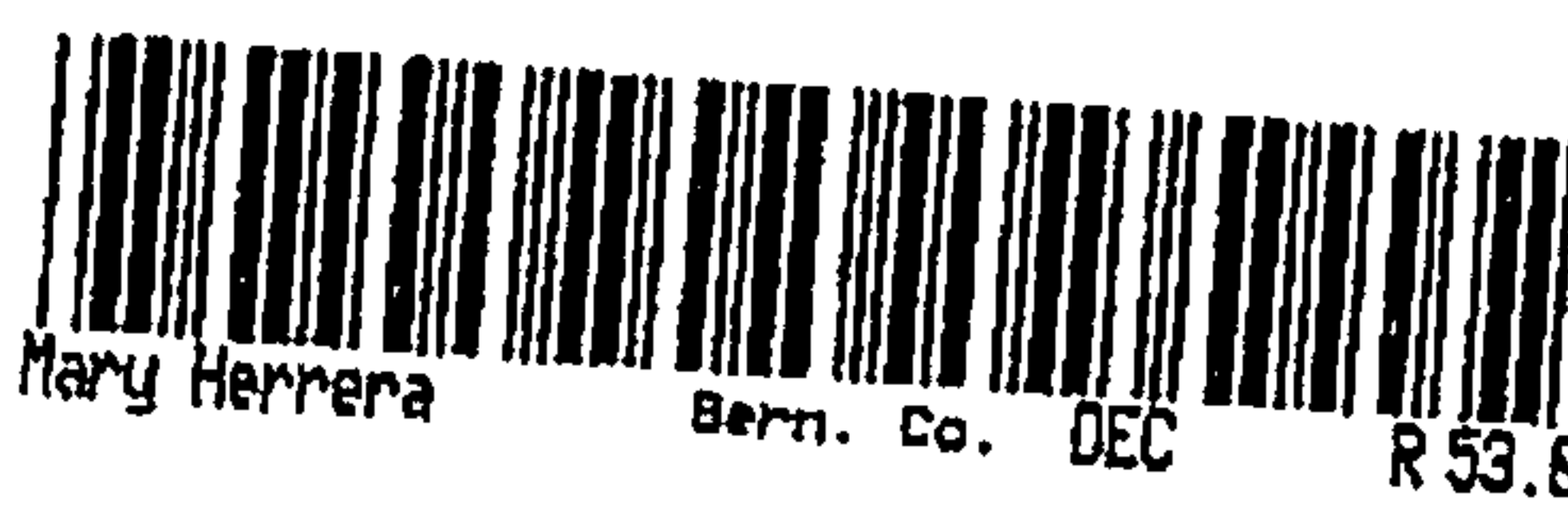
**ARTICLE V**

**GRANTEE'S COVENANT**

Each grantee, tenant or other person in interest, accepting either a deed or any other interest in either Lot 1-B or Lot 1-C, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by this Declaration and to incorporate this Declaration by reference in any deed or other document of conveyance of all or any portion of its interest in any real property subject hereto.

EXECUTED as of the date first above written.

98<sup>th</sup> & UNSER  
ALBUQUERQUE, NEW MEXICO  
MP 1/27/05 REV. MP 3/30/05



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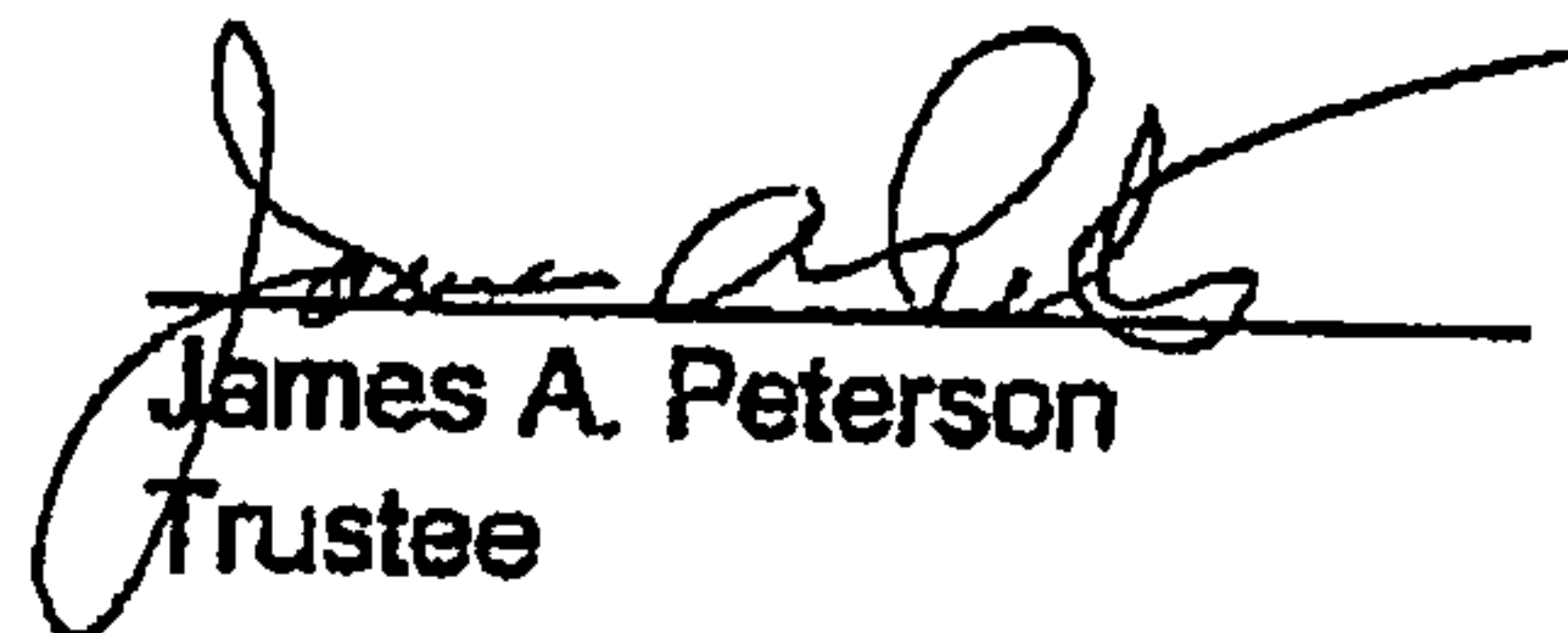
EXECUTED as of the date first above written.

**"DECLARANT"**

CAP II -- 98<sup>th</sup>/Unser, LLC


By: Peterson Properties Investments, LLC  
a New Mexico limited liability company  
its Managing Member

By: The James A. Peterson and Mary  
B. Peterson Revocable Trust  
(created August 18, 1998)  
its Managing Member

By:   
James A. Peterson  
Trustee

By: Steve Johnson Investments, LLC  
a New Mexico limited liability company  
its Member

By: Steve Johnson Development Ltd  
Liability Co., a New Mexico  
limited liability company, its  
Managing Member

By:   
Steven J. Johnson  
Managing Member



STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me this 4<sup>th</sup> day of April, 2005, by James A. Peterson, Trustee of the James A. Peterson and Mary B. Peterson Revocable Trust (created August 18, 1998), Managing Member of Peterson Properties Investments, LLC, a New Mexico limited liability company, Managing Member of CAP II - 98<sup>TH</sup>/ Unser, LLC on behalf of said limited liability company.

Mae Peterson  
NOTARY PUBLIC

My Commission Expires:  
5-20-07



OFFICIAL SEAL  
MAE PETERSON  
NOTARY PUBLIC STATE OF NEW MEXICO  
Notary Bond Filed With Secretary of State

My Commission Expires 5-20-07

STATE OF NEW MEXICO )  
 ) SS  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me this 4<sup>th</sup> day of April, 2005, by Steven J. Johnson, Managing Member of Steve Johnson Development LTD Liability Co., a New Mexico limited liability company, Managing Member of Steve Johnson Investments, LLC, a New Mexico limited liability company, Member of CAP II - 98<sup>TH</sup>/ Unser, LLC on behalf of said limited liability company.

Mae Peterson  
NOTARY PUBLIC

My Commission Expires:  
5-20-07



OFFICIAL SEAL  
MAE PETERSON  
NOTARY PUBLIC STATE OF NEW MEXICO  
Notary Bond Filed With Secretary of State

My Commission Expires 5-20-07

98<sup>th</sup> & UNSER  
ALBUQUERQUE, NEW MEXICO  
MP 1/27/05 REV. MP 3/30/05

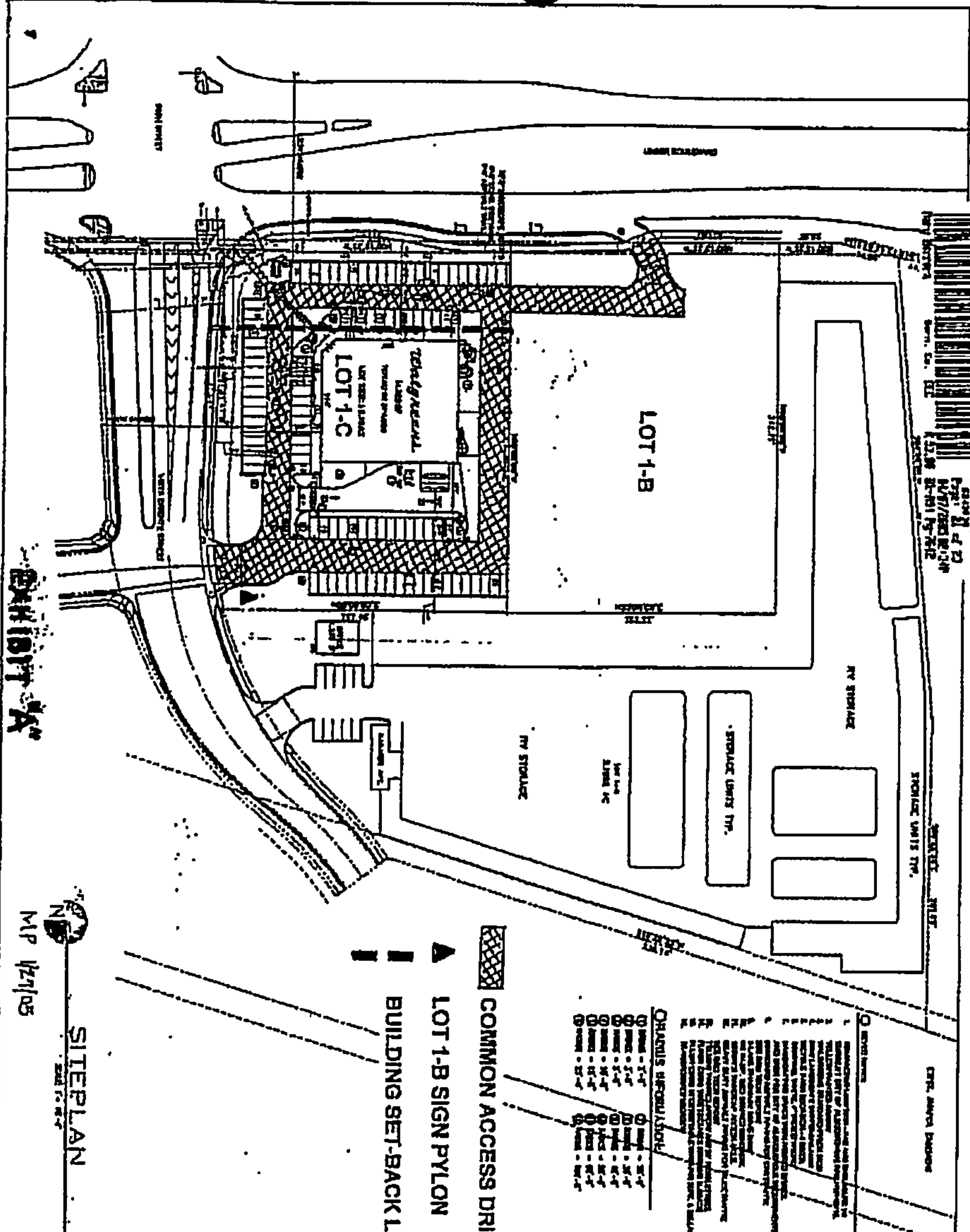


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SECTION 17.05  
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- ORLANDO SUPERMARKET**
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**Waldgreen's**

17.05.01.01

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EXHIBIT "B-1"

LEGAL DESCRIPTION OF LOT 1-B

LOT 1-B OF SUBDIVISION PLAT OF LOTS 1-A, 1-B, 1-C AND 1-D, LADERA INDUSTRIAL CENTER, BEING A REPLAT OF LOT 1 LADERA INDUSTRIAL CENTER SITUATE WITHIN THE TOWN OF ATRISCO GRANT PROJECTED SECTION 9, T.10N.R.2.E., N.M.P.M., CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE REPLAT FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JUNE 24, 2004 IN PLAT BOOK 2004C, PAGE 194.

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EXHIBIT "B-2"

LEGAL DESCRIPTION OF LOT 1-C

LOT 1-C OF SUBDIVISION PLAT OF LOTS 1-A, 1-B, 1-C AND 1-D, LADERA INDUSTRIAL CENTER, BEING A REPLAT OF LOT 1 LADERA INDUSTRIAL CENTER SITUATE WITHIN THE TOWN OF ATRISCO GRANT PROJECTED SECTION 9, T.10N.R.2.E., N.M.P.M., CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE REPLAT FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JUNE 24, 2004 IN PLAT BOOK 2004C, PAGE 194.

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DRAFT AMENDMENT

**DECLARATION OF COVENANTS, RESTRICTIONS  
AND CROSS-EASEMENTS**

This DECLARATION OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS (hereinafter referred to as "this Declaration"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by Peterson INV – 98<sup>th</sup>/Unser, LLC, a New Mexico limited liability company (hereinafter, the "Declarant");

**W I T N E S S E T H :**

WHEREAS, Declarant is the owner of a certain tract of real property located at the northeast corner of Unser Blvd and Vista Oriente Street in the City of Albuquerque, County of Bernalillo, State of New Mexico, which real property is more particularly described as follows (hereinafter the "Property"):

LOTS 1-B AND 1-D OF LADERA INDUSTRIAL CENTER AS SHOWN ON THE SUBDIVISION THEREOF (BEING A REPLAT OF LOT1 LADERA INDUSTRIAL CENTER) SITUATE WITHIN THE TOWN OF ATRISCO GRANT (PROJECT SECTION 9, T. 10 N., R. 2 E., NMPM), AS SUCH SUBDIVISION WAS RECORDED AS DOCUMENT NUMBER 2004088244 ON JUNE 24, 2004, IN BOOK 2004C AS PAGE 194.

WHEREAS, Declarant plans to further subdivide the Property and in anticipation thereof, may hereinafter refer to individual portions thereof in general as a "Parcel" or "Parcels" or specifically as "Parcel 1", "Parcel 2", "Parcel 3", and "Parcel 4" as each is shown on Exhibit "A" attached hereto and by this reference, incorporated herein. Exhibit "A" is also sometimes hereinafter referred to as the "Site Plan." Each Parcel is legally and more specifically described in Exhibit "B" attached hereto and by this reference, incorporated herein.

WHEREAS, this Declaration shall be subject in all respects to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Cross-Easements dated April 4<sup>th</sup>, 2005 and recorded as File #2005047788 on April 7, 2005, in the Records of



Bernalillo Count, New Mexico (hereinafter the "Underlying Agreement"). The Underlying Agreement encumbers the Property and, to varying degrees as more specifically provided in the Underlying Agreement, other real property shown on Exhibit "A" and labeled "Not A Part." The purpose of this Declaration is to establish additional covenants, conditions, restrictions and easements upon the Property for the sole benefit of the Property and the Owners thereof. The Underlying Agreement shall not be amended or modified except as set forth therein; notwithstanding the foregoing, the Consenting Party (defined below) may amend the Underlying Agreement without the consent of the owner of Parcel 1, provided that such amendment shall have no adverse impact upon Parcel 1.

NOW, THEREFORE, Declarant hereby declares, grants and establishes the following covenants, conditions, restrictions and easements for the sole benefit of the Property and the Owners thereof. Declarant further declares that the Property shall be held, sold and conveyed subject to said covenants, conditions, restrictions and easements which shall run with the real property and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

## ARTICLE I DEFINITIONS

Section 1.1 "Common Area" shall mean all of those areas within the Property which are not from time to time, and at any applicable time, occupied by buildings or drive through facilities. By way of illustration, and not limitation, Common Area shall include all private streets, non-exclusive easement areas, driveways and drive aisles, areas of ingress and egress, parking areas, service areas, sidewalks and other pedestrian ways, landscape areas and similar amenities designated and maintained for such uses from time to time. Except as specified to the contrary elsewhere in this Declaration, the Owner of each Parcel shall have the right to change the Common Area on its Parcel at any time and from time to time.

Section 1.2 "Consenting Party" shall mean and refer to the Declarant. There shall be only one (1) Consenting Party for the Property. Until the Declarant has designated a Successor Consenting Party (which Declarant may do at any time in its sole and absolute discretion) Declarant shall continue to act as the Consenting Party notwithstanding the sale of subdivided portions of the Property. The designation of a "Successor Consenting Party" shall

only be effective upon recordation of such designation by written instrument in the real property files of Bernalillo County (hereinafter "Official Records"). In the event Declarant sells or otherwise conveys all of its interest in the Property and either (i) Declarant has not appointed a Successor Consenting Party or (ii) the designated Successor Consenting Party cannot or will not exercise its responsibilities as provided for in this Declaration, then the Owner or Owners who own a majority, as determined by land area, of the Property may designate a Consenting Party .

Section 1.3 "Default Rate" shall mean the rate of interest that is the lesser of (i) eighteen percent (18%) per annum and (ii) the maximum rate allowed by applicable law.

Section 1.4 "Maintenance Director" shall mean the Declarant or such other person, persons or entity to whom Declarant or its assignee has assigned the powers or duties of the Maintenance Director hereunder, from time to time, by written instrument.

Section 1.5 "Mortgage" shall mean a mortgage, deed of trust or other security devise affecting all or any portion of or interest in the Property or a portion thereof which has been recorded in the Official Records and "Mortgagee" shall mean and refer to the mortgagee, beneficiary or other holder of any of the foregoing instruments, providing the name and address of such mortgagee, beneficiary or other holder shall appear among the aforesaid Official Records.

Section 1.6 "Owner" shall mean and refer to any Person (as hereinafter defined) having any fee simple estate in any portion of the Property, excluding any Person who holds such interest as security for the payment of an obligation, but including any Mortgagee or other security holder in actual possession of any portion of the Property by foreclosure or otherwise, and any Person taking title from any such security holder.

Section 1.7 "Person" shall mean artificial persons or legal entities (such as corporations, limited liability companies, partnerships, trusts, etc.) as well as natural persons.

Section 1.8 "Walgreens Parcel" shall mean Lot 1-C of Ladera Industrial Center as shown on the Subdivision thereof (being a replat of Lot1 Ladera Industrial Center) situate within the town of Atrisco grant (project section 9, T. 10 N., R. 2 E., NMPM), as such subdivision was recorded as document number 2004088244 on June 24, 2004, in book 2004C as page 194.

ARTICLE II  
EASEMENTS

Section 2.1 Access Easements. Declarant hereby grants and establishes for the benefit of the Owner of each Parcel, its lessees, customers and invitees, perpetual, non-exclusive, reciprocal, cross-easements of ingress and egress for vehicular and pedestrian traffic over, upon, and across the Common Areas of each Parcel as such Common Areas may exist from time to time to and from any and all current and future curb cuts to and from Unser Boulevard and Vista Oriente Street and to and from the Walgreens Parcel. Additionally, Declarant hereby grants and establishes for the benefit of the Owner of each Parcel, its lessees, customers and invitees, a perpetual, non-exclusive, reciprocal easement for vehicular and pedestrian ingress to and egress from all current and future curb cuts to and from Unser Boulevard and Vista Oriente Street and the Walgreens Parcel over, upon and across those areas of the Property crosshatched and designated "Common Access Driveway" as shown on Exhibit "A".

(a) The Common Access Driveway will be no less than twenty-four feet (24') wide and shall be constructed where shown on Exhibit "A". The Owner of each Parcel shall construct and thereafter maintain, at its sole cost and expense, concurrent with the development of its Parcel, such portion of the Common Access Driveway as is located on its respective Parcel. No Owner shall relocate or otherwise alter the placement of Common Access Driveway within its Parcel without the prior written consent of the Consenting Party which consent may be withheld by the Consenting Party in its absolute discretion. Notwithstanding the responsibility of each Owner to construct that portion of the Common Access Driveway as is located on its Parcel, in the event development of any Parcel shall precede the development of any other Parcel, the Owner of the Parcel first to develop (hereinafter the "Developing Parcel") shall have the right to construct and thereafter maintain, at its sole cost and expense, all or as much of the Common Access Driveway on the adjoining Parcel(s) (hereinafter the "Secondary Parcel") as the Owner of the Developing Parcel, in its sole discretion, deems necessary to provide for adequate ingress and egress to the Developing Parcel. The Owner of the Developing Parcel shall have the right, in its sole discretion and at its sole cost and expense, to temporarily improve the Common Access

Driveway over and across the Secondary Parcel(s) to an extent deemed adequate by the Owner of the Developing Parcel for its use. After permanent construction of the Common Access Driveway in conjunction with development of the Secondary Parcel, that portion of the Common Access Driveway located within each Parcel shall be maintained in good condition and repair, clean and free of all rubbish, by the respective Owner of each Parcel, provided however, if any damage to the Common Access Driveway located within one Parcel is caused by the Owner of another Parcel, or its lessees or employees, the damaging Owner shall be responsible for repairing any such damage at its sole cost and expense.

(b) Notwithstanding anything to the contrary in Section 2.1(a), after permanent construction of the Common Access Driveway on any Parcel(s), in the event any Parcel Owner fails to maintain in a first-class manner its portion of the permanent Common Access Driveway (hereinafter the "Non-performing Owner") and such failure continues for thirty (30) days after notice from another Parcel Owner of such failure (hereinafter the "Notifying Owner"), the Notifying Owner shall have the right, but not the obligation, to do all acts and things necessary or appropriate to so maintain such Common Access Driveway on such portion of the Non-Performing Owner's Parcel on behalf of and at the cost and for the benefit of the Non-performing Owner. In such event, all costs and expenses incurred by the Notifying Owner, together with interest thereon at the Default Rate shall be paid by the Non-performing Owner to the Notifying Owner on demand.

Section 2.2 Parking. The Owners of each Parcel shall at all times provide sufficient parking on its Parcel(s) or portion thereof to satisfy any and all governmental parking requirements applicable thereto without reliance on any adjoining Parcel. Customers, but not employees, vendors, or tenants, of the businesses of a Parcel may park, for reasonable lengths of time and during reasonable business hours, on other Parcels.

Section 2.3 Utilities. Declarant hereby grants and establishes for the benefit of each individual Owner of any portion of the Property, its successors, assigns and lessees, a perpetual, non-exclusive, reciprocal underground easement across the Common Areas of the Property (as they may exist from time to time) for the purpose of installing, maintaining, operating, repairing, replacing and renewing any and all utility lines and related facilities, including without limitation, electricity, water, gas, sewer, telephone, cable television and storm drains. The location of any such utilities shall be subject to the reasonable review and

consent of the Owner of the Parcel to be burdened by such easement(s) (Owner's consent to be provided within fourteen {14} days of request by any Owner or Utility provider or such request is deemed approved); provided that, in any event, no such utilities shall be located within any building footprint, or encroach upon any permanent improvements located on the burdened Parcel from time to time, and all such easements, shall (if practical) be located along perimeters or boundary lines of the burdened Parcel, but in any event shall be situated so as to minimize damage, diminution in value or other negative impacts, upon the burdened Parcel or the Common Areas thereof. Notwithstanding the foregoing, the utility locations as shown on a so-called "Master Utility Plan" accompanying (or filed as a condition of government approval of) the plat which legally subdivides the Property into the Parcels herein described shall be deemed approved by all Owners of the Property. The utility easements granted hereby are solely for the purposes set forth above, provided, however, that in using the easements granted hereby, any Owner who goes, or causes its agent or any utility company to go, upon any other Owner's property or Common Area shall (i) give the other Owner at least three (3) days prior written notice together with a drawing of any proposed installation or relocation of any utility line; (ii) cause such use of its utility easement to be conducted in a manner which, under the circumstances, is the least disruptive to the other Owner, its tenants, and the customers and invitees of each of them; (iii) cause such use to be completed with due regard for the safety of all persons coming onto such Property or Common Area, and (iv) cause, at its expense, any damage to the other Owner's or its tenant's improvements (including without limitation, pavement) to be promptly repaired and restored as near as practicable to the prior condition of such improvement. Each such Owner shall be liable to such other Owner and tenants for any breach of the foregoing obligations, and each such Owner shall indemnify such other Owner and tenants and hold such other Owner and tenants free, clear and harmless from any and all claims, actions, demands, causes of action, costs and expenses whatsoever (including attorneys' fees and court costs) for any personal injury or property damage arising from or as a result of such Owner's use of a utility easement upon such other Owner's Parcel or Common Area.

Section 2.4 Free-Standing Sign Allocation. Parcel 1 may, in the discretion of the owner of Parcel 1 and at the sole expense of the owner of Parcel 1, erect "a 50 square foot monument sign adjacent to the internal site drive", as was permitted in the Albuquerque

Environmental Planning Commission approval of Site Plan for Subdivision of the Property. Other than the foregoing, the Owner of Parcel 1 shall not construct or allow to be constructed on Parcel 1 any free-standing marquee, monument, or pylon sign.

Section 2.5 Construction Easements. Declarant hereby grants and establishes for the benefit of each individual Owner of any portion of the Property, its successors, assigns and lessees, temporary construction related easements in the Common Areas of the Property, for the purpose of facilitating the initial construction of the improvements contemplated within this Declaration but only prior to the commencement of construction by any individual Owner of improvements on such Owner's Parcel.

(a) With respect to any Individual Parcels on which fresh dirt is dumped, the area shall be sloped to meet any contiguous Parcel within the Property or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining Parcel(s) or in accordance with a grading plan approved by the Consenting Party, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The location and use of all temporary construction easements under this Section shall be subject to the reasonable approval of the Consenting Party.

(c) Each Parcel Owner availing itself of the Construction Easement established in this Declaration (hereinafter the "Availing Owner") shall pay to the Owner who's Parcel is burdened by such Construction Easement (hereinafter the "Burdened Owner") any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by the Burdened Owner which may arise on account of or due to the Availing Owner's exercise of such temporary construction easement and the Availing Owner shall defend, indemnify and hold harmless the Burdened Owner from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred in connection with or arising out of the Availing Owner's exercise of said temporary construction easements (except to the extent occasioned by the Burdened Owner's grossly negligent or wrongful acts or omissions to act). Each Availing Owner further agrees to use due care in the exercise of the rights granted hereunder and, in the event the exercise of such rights requires the Availing Owner to enter upon the burdened Parcel, such Availing Owner shall first obtain the consent of the Burdened Owner as to the specific activities,

methods and timing in the exercise of such rights so as to avoid cost or damage to the Burdened Owner.

(d) Except as reasonably necessary during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Section 2.6 Drainage. Declarant hereby establishes and grants for the benefit of each Parcel and the Owners thereof and their successors, assigns and lessees, a perpetual, non-exclusive, reciprocal drainage easement over, upon, under and across the Common Area of each Parcel for the benefit of the other Parcel(s), for the purposes of drainage of storm and surface water drainage (the "Drainage Easements") to a retention or detention facility or to a public storm sewer. Although the Owner of each Parcel shall construct any retention or detention facilities made necessary by its development of its Parcel solely within the confines of each such Parcel, Declarant hereby establishes a non-exclusive and perpetual easement for the installation, maintenance, repair and replacement of any storm water collection, retention, detention and distribution line, conduit, pipes and other apparatus under and across those portions of the Common Areas of each Parcel as are approved in writing (such approval not to be unreasonably withheld, delayed, or conditioned) by the Owner of the Parcel burdened thereby in order to make use of the Drainage Easements.

Section 2.7 Barriers. No Owner of any portion of the Property shall construct or permit any barrier, fence, wall, building or any other structure of any kind which prevents or materially adversely affects access over, upon and across the Common Access Driveways on any portion of the Property.

Section 2.8 Use of Easements. Each Owner covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of any other Owner, and shall not interfere with or interrupt the business operations conducted by any other Owner within the Property.

Section 2.9 Self-Help Easement. Declarant hereby grants and establishes for the benefit of each Owner of the Property an easement and license to enter upon any portion of the Property for the purpose of exercising the cure rights provided in this Declaration. Each Owner availing itself of this Self-Help Easement shall defend, indemnify and hold the Non-performing Owner harmless from and against all liens, losses, liabilities, costs or expenses

(including reasonable attorney's fees) incurred in connection with or arising out of the Availing Owner's use of said easements, except to the extent occasioned by the Non-performing Owner's grossly negligent or wrongful acts or omissions to act. The duration of the easements granted under this Section 2.9 shall be coterminous with the respective provisions of this Declaration which give the Availing Owner the right or the obligation to perform the work described in this Section 2.9.

Section 2.10. Legal Descriptions. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description (including a metes and bounds description), the Owners of the Property or any applicable portion thereof, shall promptly cause such legal description to be prepared and made a part hereof.

### ARTICLE III

#### RESTRICTIONS ON BUILDING AREA

Section 3.1 The Owner of Parcel 1 shall not build, construct, or allow to be built or constructed any structure or permanent improvement of a height in excess of three (3) feet in the "No Build Area" as indicated on Exhibit "C".

### ARTICLE IV

#### GENERAL CONSTRUCTION & DEVELOPMENT

Section 4.1 Architectural Approval. The Building to be constructed on Parcel 1 shall, unless approved otherwise by the Consenting Party, be constructed in accordance with that certain approved Site Plan for Building Permit approved by the City of Albuquerque Environmental Planning Commission on November 15, 2007, with respect to the Property.

Section 4.2 Performance of Construction Work Generally. All construction, alteration or repair work undertaken by an Owner after one or more Buildings on the Parcels have opened for business shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking such work shall: (i) pay all costs and expenses associated with such work; (ii) take necessary measures to minimize disruption and inconvenience caused by such work; (iii) make adequate provisions for the safety and convenience of the Owners and their occupants and customers; (iv) control dust, noise and other effects of such



work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all damage which may be caused by or result from such work; (vi) indemnify and hold harmless all other Owners within the Property against any mechanics' liens for such work, particularly as to Common Areas. Such construction shall not unreasonably interfere with the business operations on any other Parcel and shall not block or impede ingress to or egress from the Property and the public streets.

## ARTICLE V

### MAINTENANCE, TAXES AND INSURANCE

Section 5.1 Maintenance of Parcels. Each Owner hereto shall maintain the Building(s) and the Common Areas on its Parcel in good order and condition and state of repair in accordance with the standards of a first class shopping center operation including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas (including replacement and replanting), and maintenance and repair of lighting standards and signs. Each Owner shall, in addition to other requirements of this Section, keep the inside and outside of all glass in the doors and windows of its Buildings clean; will maintain its Buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulation of garbage, trash rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed; and will keep the Common Areas on its Parcel clear of accumulations of ice and snow. The maintenance and repair of the Buildings and Improvements on each Parcel shall be of such a character that their appearance will be that of a unified shopping center and, accordingly, the Parties agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance.

Section 5.2 Appointment of a Common Area Maintenance Director. Subject to the mutual agreement of the Consenting Party, all or some of the Owners may elect to designate a third party to be appointed as an agent of such elective Owners to maintain and repair the

Common Areas within their collective Parcels in the manner as above outlined (hereinafter "CAM Director"). Said CAM Director may receive for such agency a fee that is acceptable to the Consenting Party and the Owners to cover supervision, management, accounting and similar fees. In the event that the Owners elect to utilize a CAM Director, the cost of all maintenance and repair activities undertaken by the third party agent, together with the agency fee, shall be prorated between the Owners based upon acreage owned. An Owner shall pay its proportional share of all such costs and fees within thirty (30) days following its receipt of a detailed invoice therefore.

Section 5.3 **Damage and Destruction.** In the event of the destruction and damage to any extent to the Buildings and Improvements within the Property, the affected Owner shall (i) diligently commence and pursue completion of the repair or restoration, and/or (ii) within ninety (90) days after the destruction or damage clear away the ruins and leave the Parcel in a clean, orderly, sightly and safe condition.

Section 5.4 **Taxes.** As to any portion of the Property, all real estate taxes and assessments by public authority relating to the land and any improvements thereon or the ownership thereof, shall be paid prior to delinquency by the respective Owner thereof.

## ARTICLE VI

### DEFAULT; REMEDIES

Section 6.1 **Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Declaration by the non-performing party (the "Defaulting Owner"):

- (a) The failure to perform any obligation of this Declaration within the time requirements cited therein;
- (b) The failure to make any payment required to be made hereunder within ten (10) business days of the due date, or
- (c) The failure to observe or perform any of the other covenants, conditions or obligations of this Declaration or to abide by the restrictions and requirements herein provided, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another Owner (the "Notifying Owner") specifying the nature of the default claimed.

Section 6.2 Right to Cure. In addition to such other rights to cure as are provided for in this Declaration, any non-defaulting Owner shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the non-defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the non-defaulting Owner shall have the right to enter upon the Parcel of the Defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Owner shall be responsible for the non-performance or default of its occupants and lessees. In the event any non-defaulting Owner shall cure a default, the Defaulting Owner shall reimburse the non-defaulting Owner for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made.

Section 6.3 Liens. Costs and expenses accruing and/or assessed pursuant to Section 6.2 above and the amounts described in Section 6.1 shall constitute a lien against the Defaulting Owner's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in the Official Records by the Owner making the claim. The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.3 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State of New Mexico.

Section 6.4 Other Remedies. Each non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other person violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. Such

proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

Section 6.5 No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration.

Section 6.6 No Termination for Breach. No breach, whether or not material, of the provisions of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this Declaration.

Section 6.7 Limitation of Liability. Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by this Declaration only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by this Declaration only during the period such person is the lessee or fee Owner or occupant of such Parcel or portion of the Parcel;

and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.7, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 6.8 Breach. In the event of a breach or threatened breach of this Declaration, then the Owner(s) shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing Owner shall pay the reasonable attorney's fees of the prevailing Owner.

Section 6.9 Enforceability. Notwithstanding anything to the contrary contained herein, no person may enforce any provision of this Declaration whose interest in the Property or any portion thereof is solely that of the holder of any option or the status of a buyer under a contract providing for an option to purchase all or a portion of the Property.

## ARTICLE VII MISCELLANEOUS

Section 7.1 Estoppel Certificates. Each Owner shall, upon not less than thirty (30) days written notice from the other Owner, execute and deliver to such requesting Owner a certificate in recordable form stating that (i) either this Declaration is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge the requesting Owner is in default in any respect under this Declaration and if in default, specifying such default.

Section 7.2 Term and Perpetuity. The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Owners, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties until the expiration of sixty (60) years from the date hereof, unless earlier terminated by the consent of all the Owners pursuant to a writing recorded in the Official Records. Said agreements and restrictions shall be unaffected by any change in the

ownership of any real property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. This Declaration may only be modified by a written document executed by all Owners of the Property (less any land dedicated to or condemned by local governing authority) and recorded in the Official Records.

(a) Notwithstanding the foregoing, with the exception of the self-help easements set forth throughout this Declaration, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land.

(b) Upon termination of the agreements, conditions, covenants and restrictions of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except as related to the easements cited and mentioned herein, with the exception of the self-help easements set forth herein, shall terminate and have no further force or effect.

Section 7.3 Notices. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given (i) upon deposit in the United States Mail, postage pre-paid, by Certified or Return Receipt Requested Mail; (ii) upon deposit with Federal Express (or similar overnight carrier); or (iii) via facsimile (together with a copy sent by regular United State first class mail) and addressed to the Party being notified at the address given below (or such other address which any Party may designate for itself from time to time hereafter by written notice to the other Party):

Declarant: Peterson INV – 98<sup>th</sup>/Unser, LLC  
2325 San Pedro NE, Suite 2A  
Albuquerque, NM 87110  
Attn: Douglas H. Peterson  
Phone: 505/884-3578  
Facsimile: 505/884-6793

Section 7.4 Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 7.5 Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Owner hereto shall insure to the benefit of any third party, nor shall any third party be deemed or considered to be a beneficiary of any of the provisions herein contained.

Section 7.6 Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

Section 7.7 Relationship of the Parties. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Owners. It is understood that the relationship between the Parties hereto and the Owners is an arm's length one that shall at all times be and remain that of separate owners of real property. No Party hereto nor any Owner shall have the right to act for or on behalf of another Party or Owner, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party or Owner to be charged or bound, except as otherwise specifically provided herein.

Section 7.8 Effective Date. The covenants, conditions, restrictions and easements contained herein shall be effective commencing on the date of recordation of this Declaration in the Official Records.

Section 7.9 Jurisdiction. The laws of the State of New Mexico shall govern the interpretation, validity, performance and enforcement of this Declaration.

Section 7.10 Subdivision. Nothing contained in this Declaration shall be construed as limiting the right of the Owners of any portion of the Property to subdivide and/or sell all or any portion of the Property to third parties, so long as any third party assumes the rights and obligations established hereunder.

Section 7.11 Grantee's Covenant. Each grantee, tenant or other person interest, accepting either a deed or any other interest in any portion of the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to not violate and be bound by this Declaration and to incorporate this

Declaration by reference in any deed or other document of conveyance of all or any portion of its interest in any real property subject hereto.

IN WITNESS WHEREOF, the Declarant has executed and delivered this Declaration as of the day and year first written above.

**DECLARANT:**

**Peterson INV – 98<sup>th</sup>/Unser, LLC  
A New Mexico Limited Liability Company**

**By: Peterson Properties Investments, LLC, its  
Managing Member**

**By: The James A. Peterson and Mary B. Peterson  
Revocable Trust Dated 8/18/98, its Managing  
Member**

**By: \_\_\_\_\_  
James A. Peterson, Trustee**

STATE OF NEW MEXICO        )  
  )  
COUNTY OF BERNALILLO    )       SS

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by James A. Peterson, Trustee of the James A. Peterson and Mary B. Peterson Revocable Trust Dated 8/18/98, Managing Member of Peterson Properties Investments, LLC, Managing Member of Peterson INV – 98<sup>th</sup>/Unser, LLC, on behalf of said limited liability company.

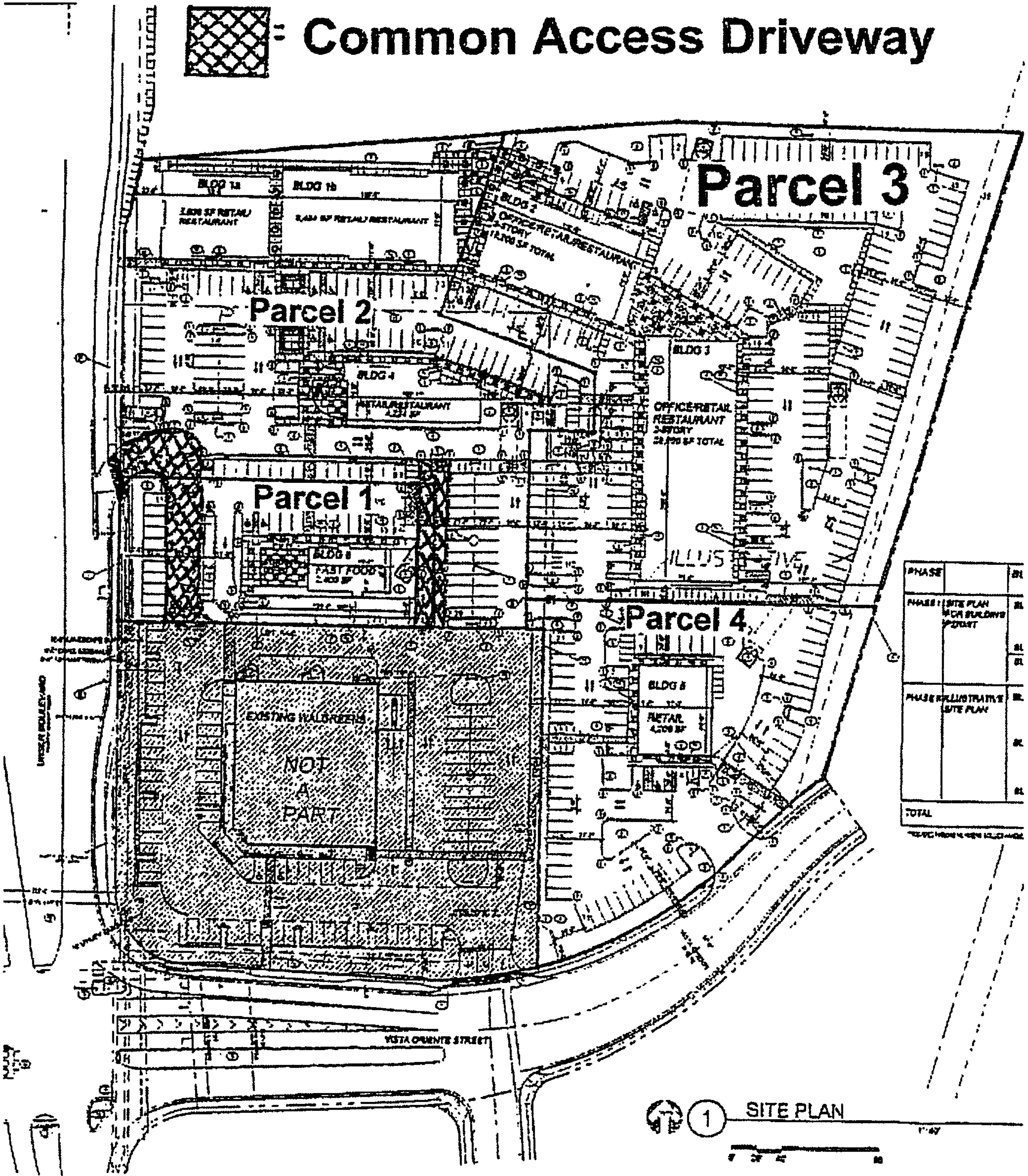
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires: \_\_\_\_\_

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 = Common Access Driveway



# Exhibit "A"

DECLARATION  
 Unser / Vista Oriente (Unser Professional Park)  
 Albuquerque, NM  
 DHP 11/23/07

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL 1

LEGAL DESCRIPTION OF PARCEL 2

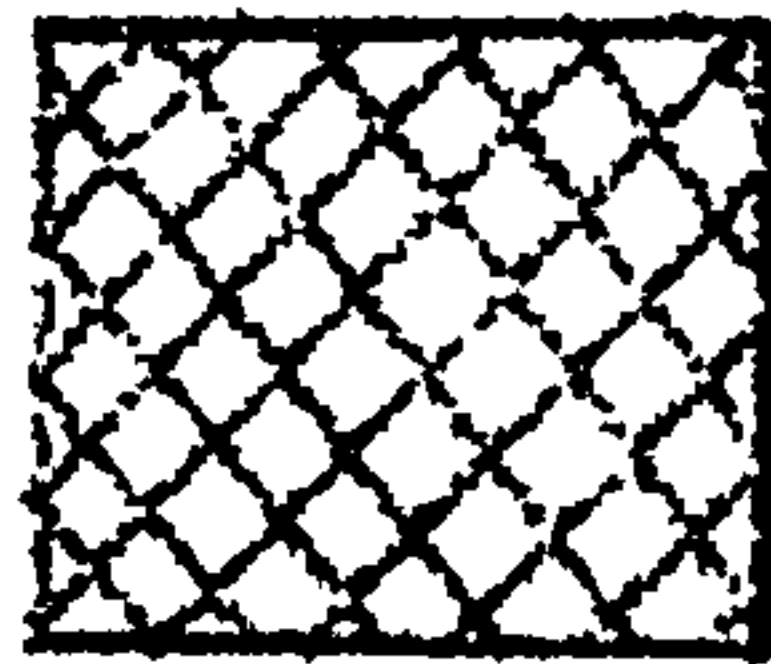
DECLARATION  
Unser / Vista Oriente (Unser Professional Park)  
Albuquerque, NM  
DHP 11/23/07

LEGAL DESCRIPTION OF PARCEL 3

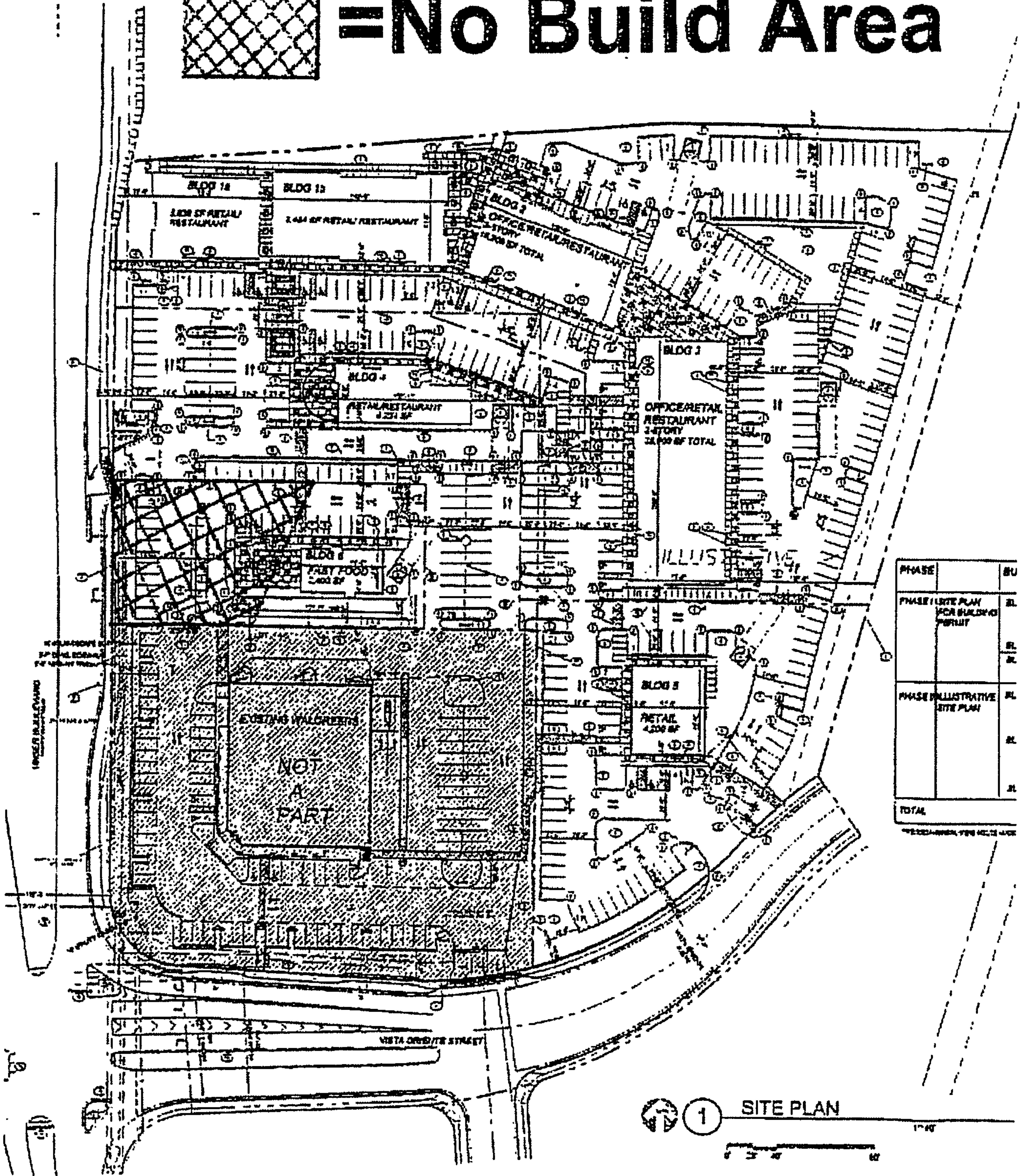
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Unser / Vista Oriente (Unser Professional Park)  
Albuquerque, NM  
DHP 11/23/07

LEGAL DESCRIPTION OF PARCEL 4

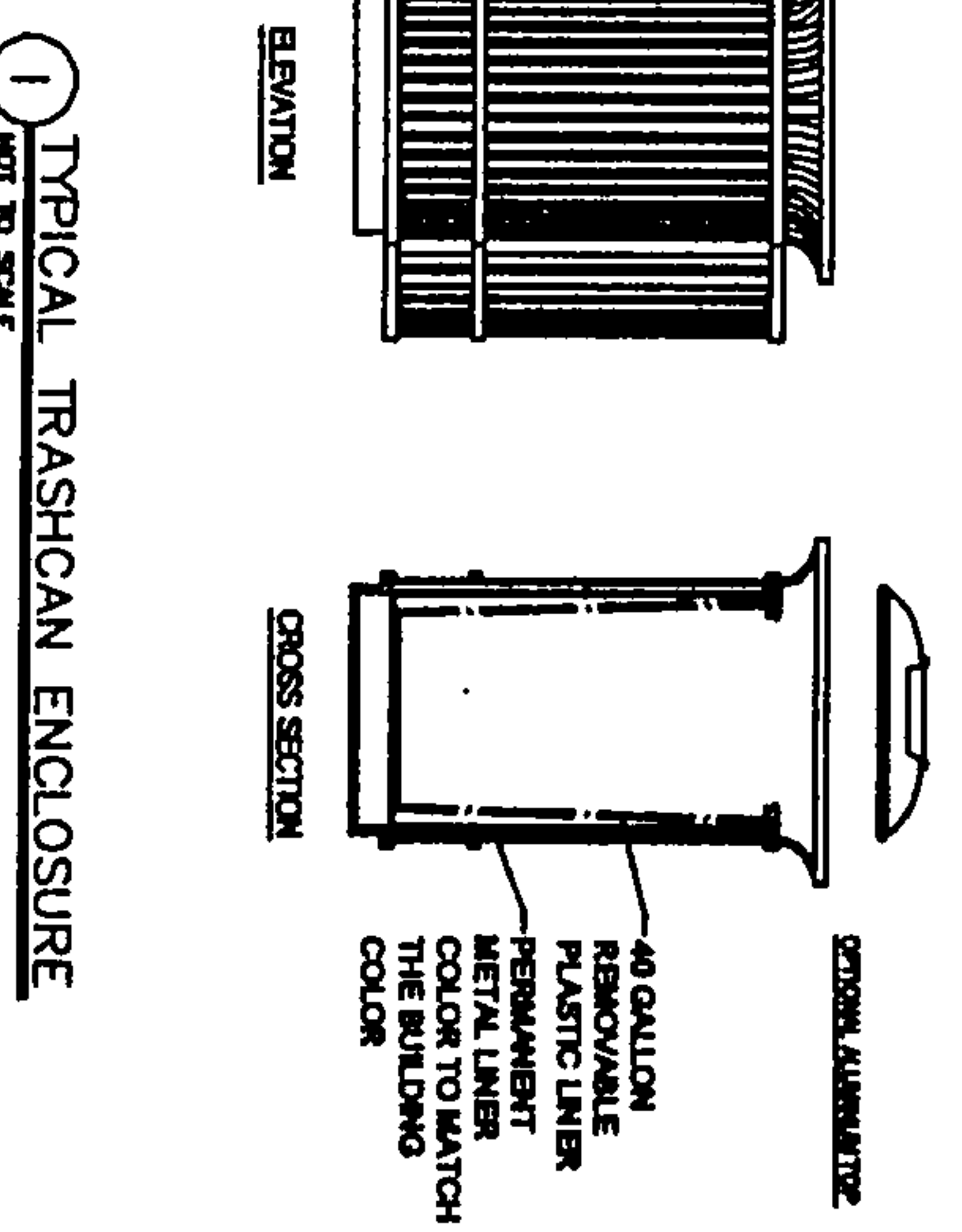
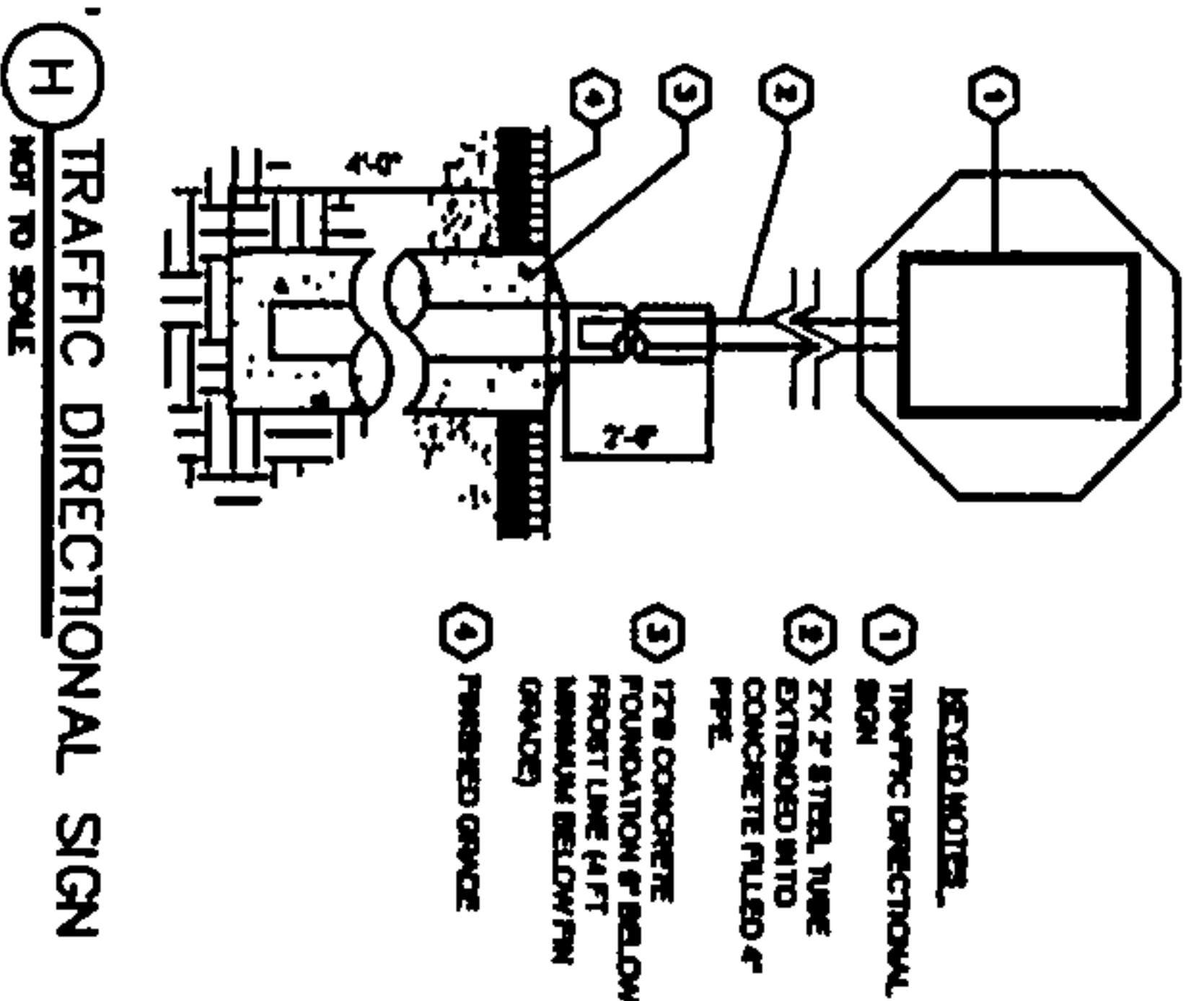
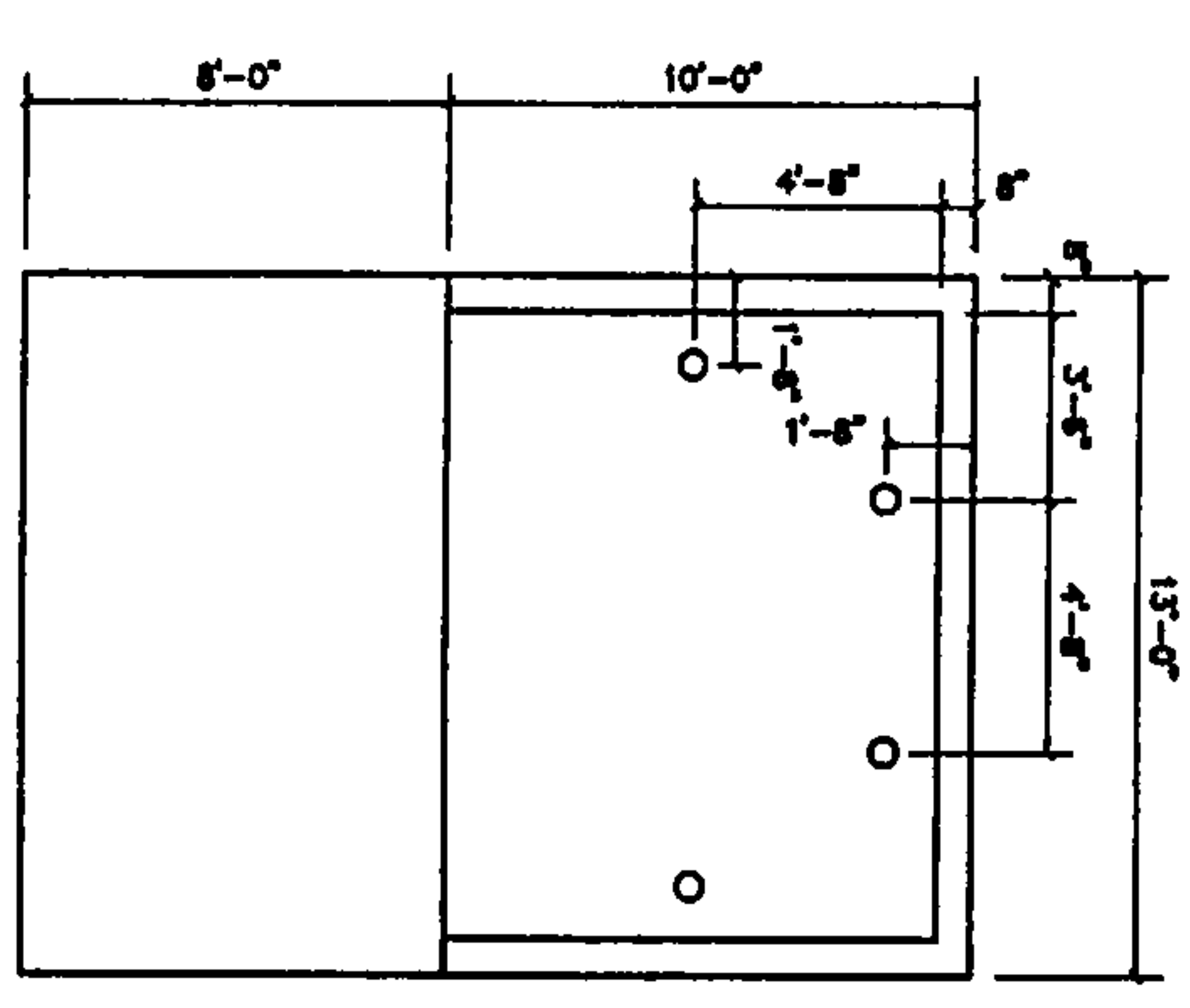
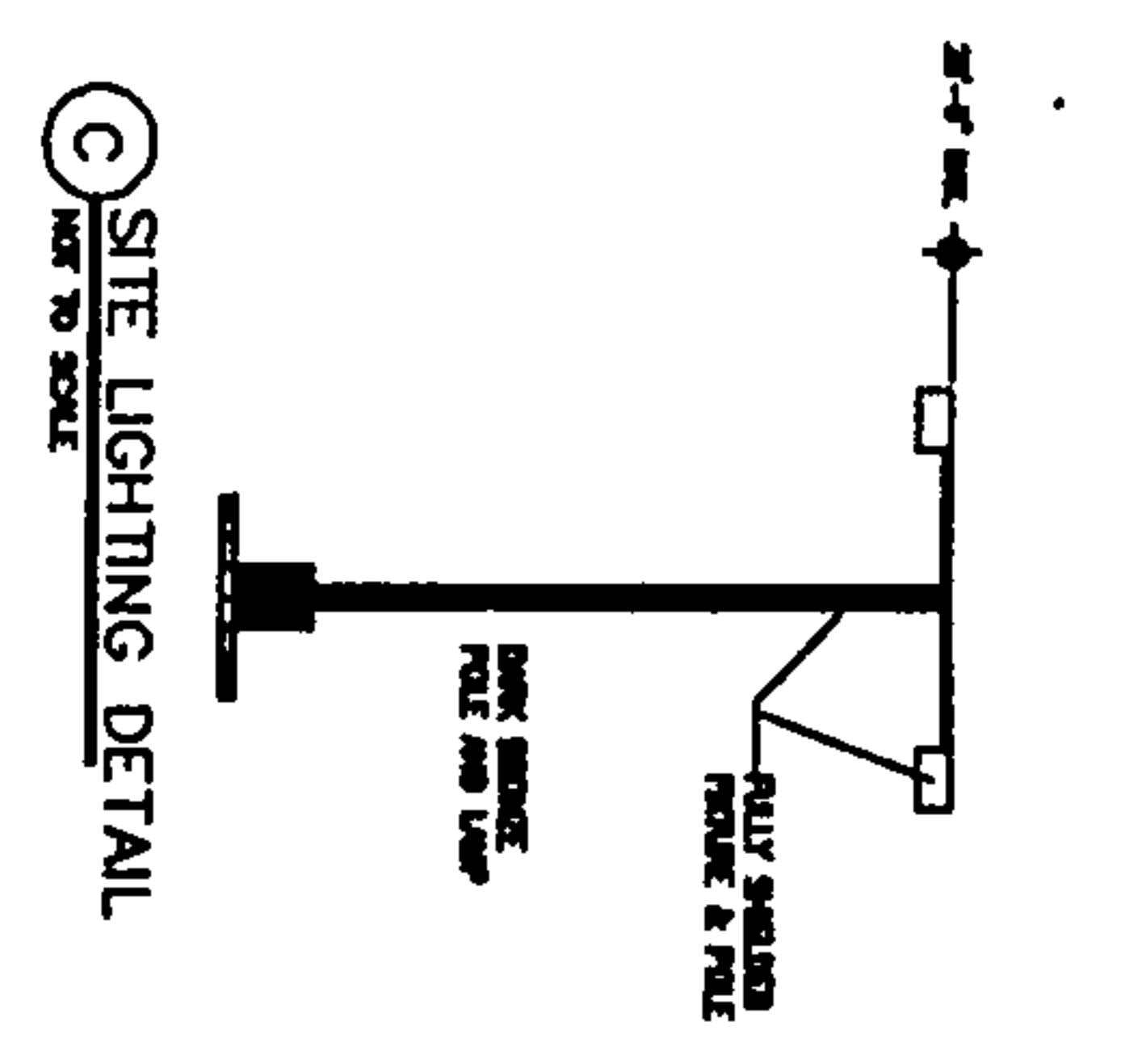
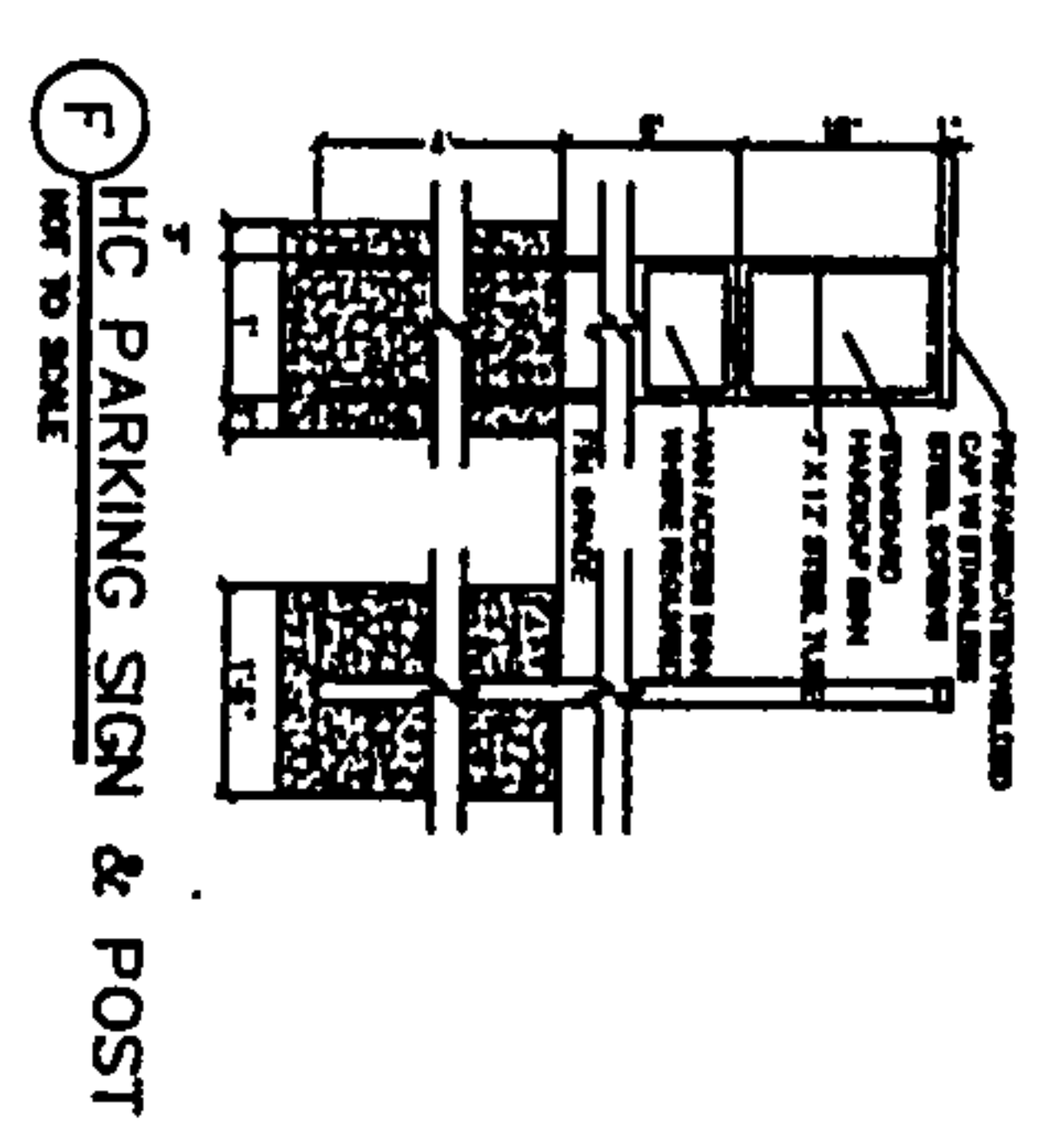
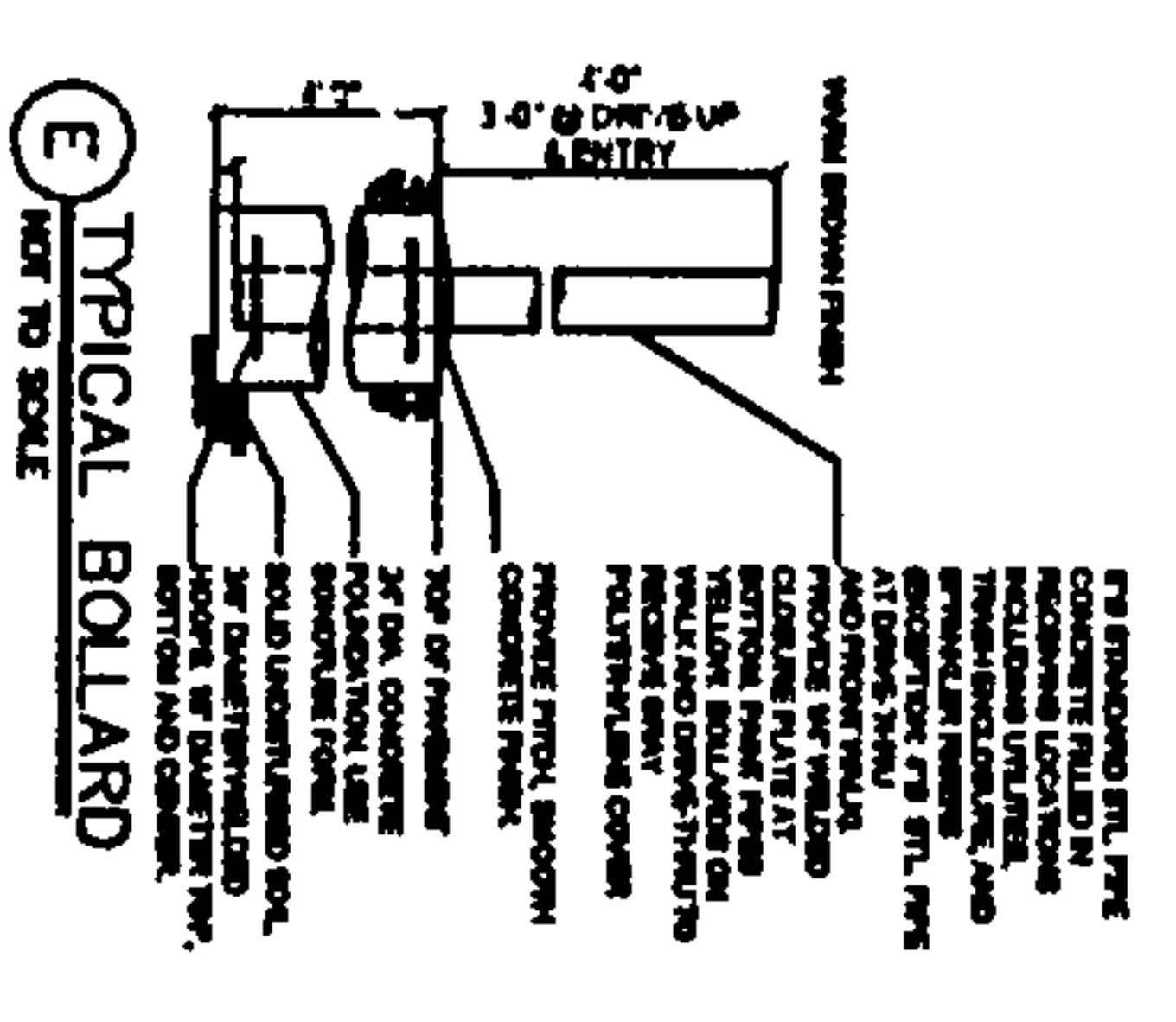
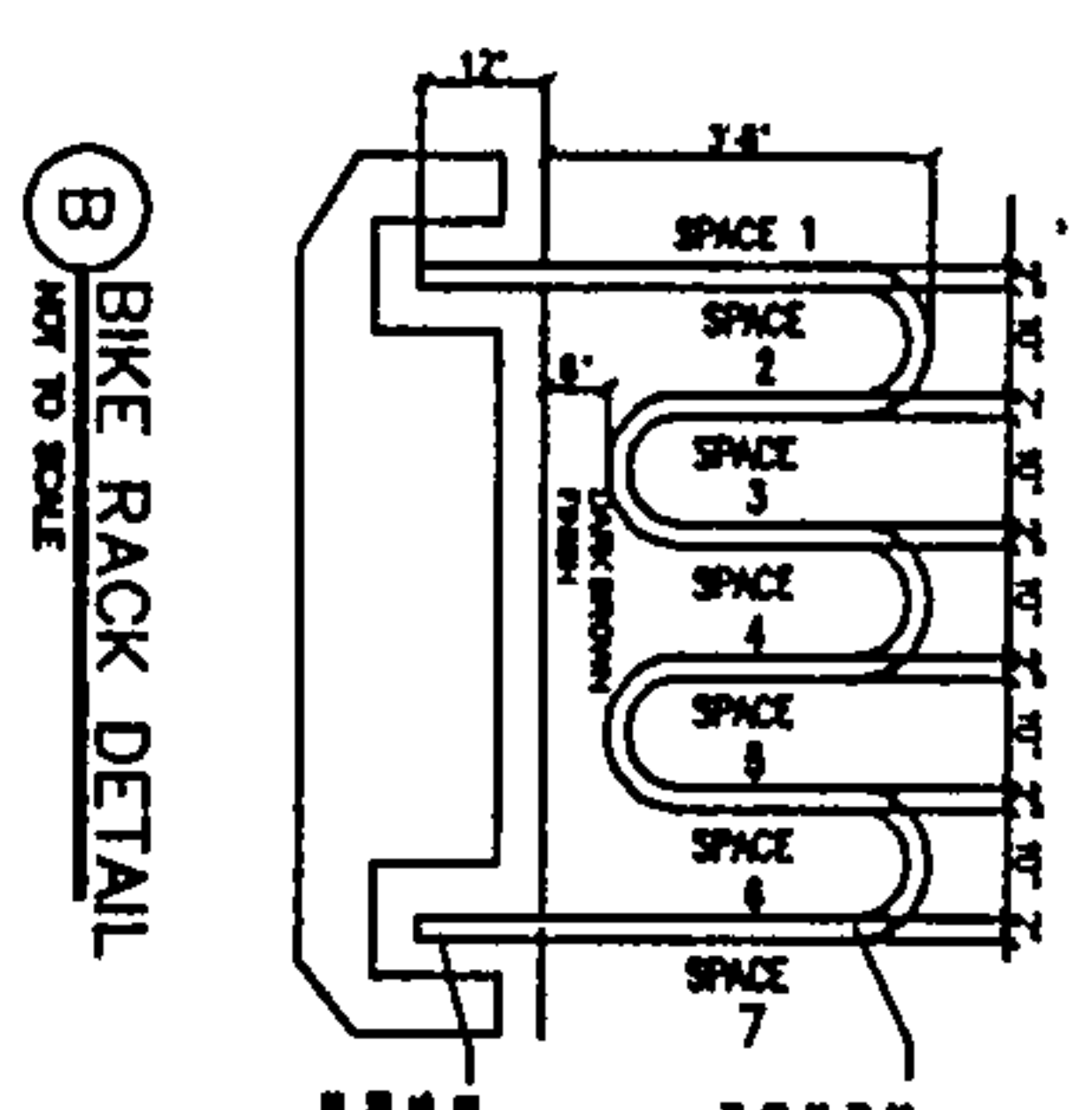
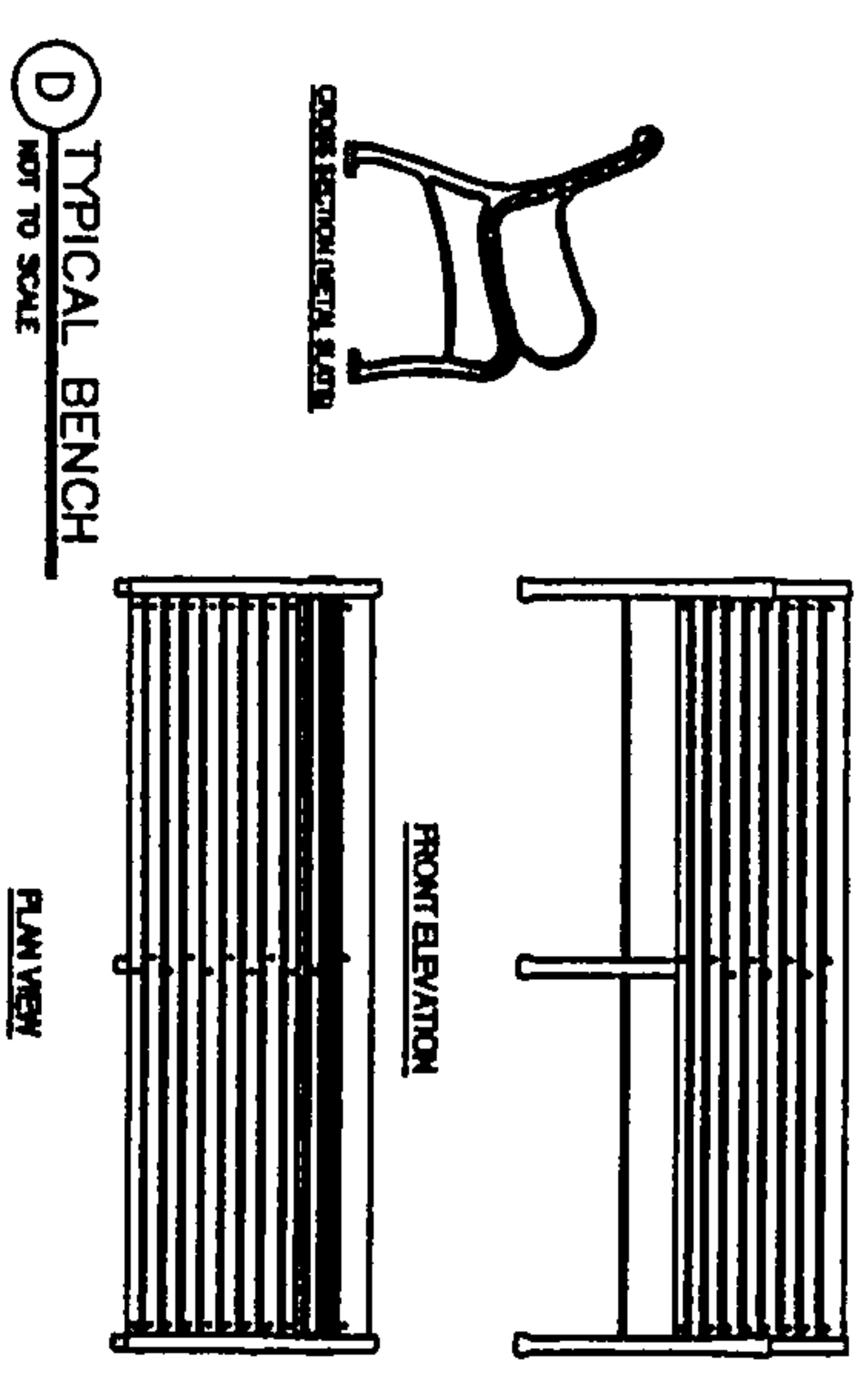
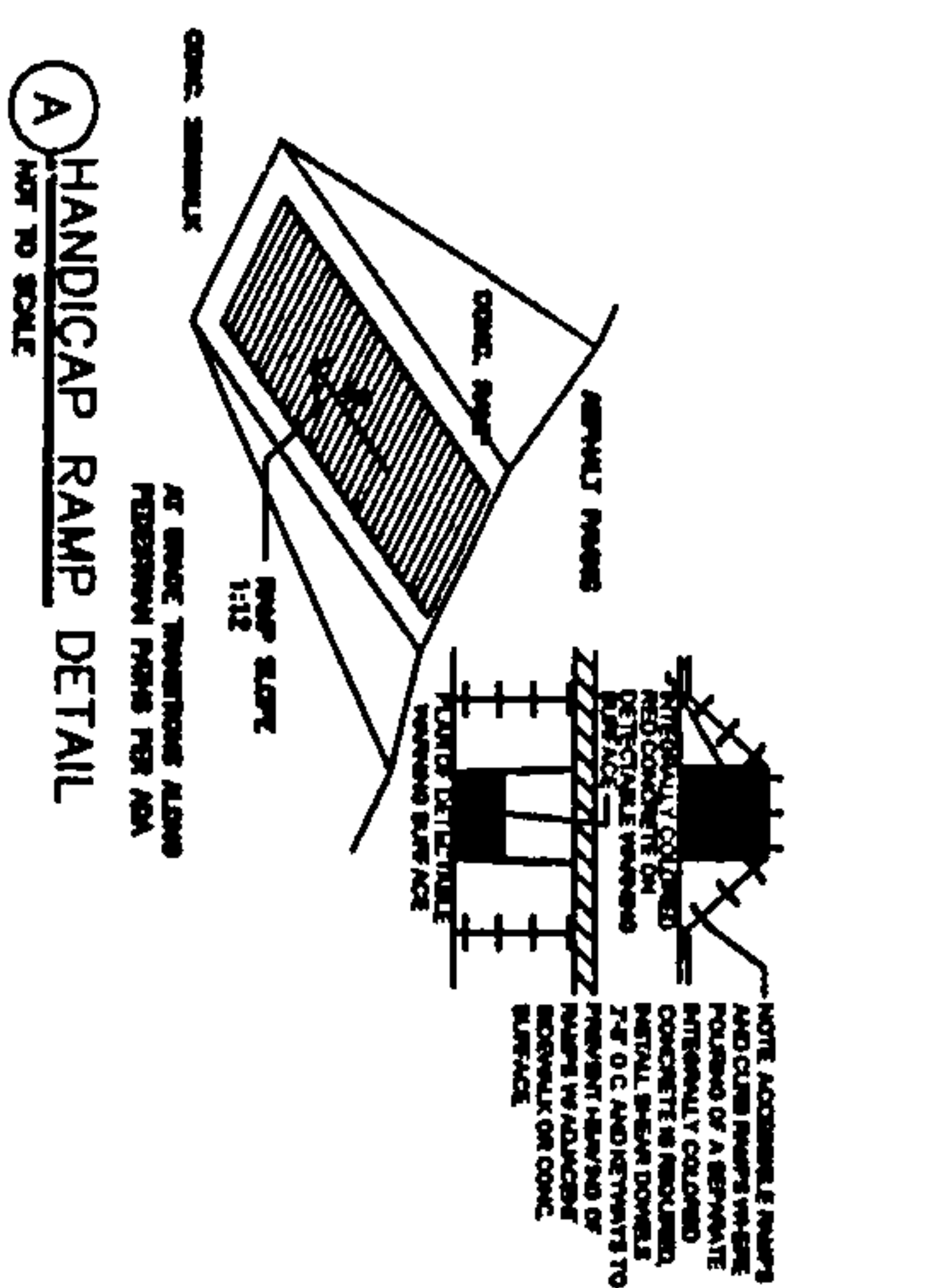
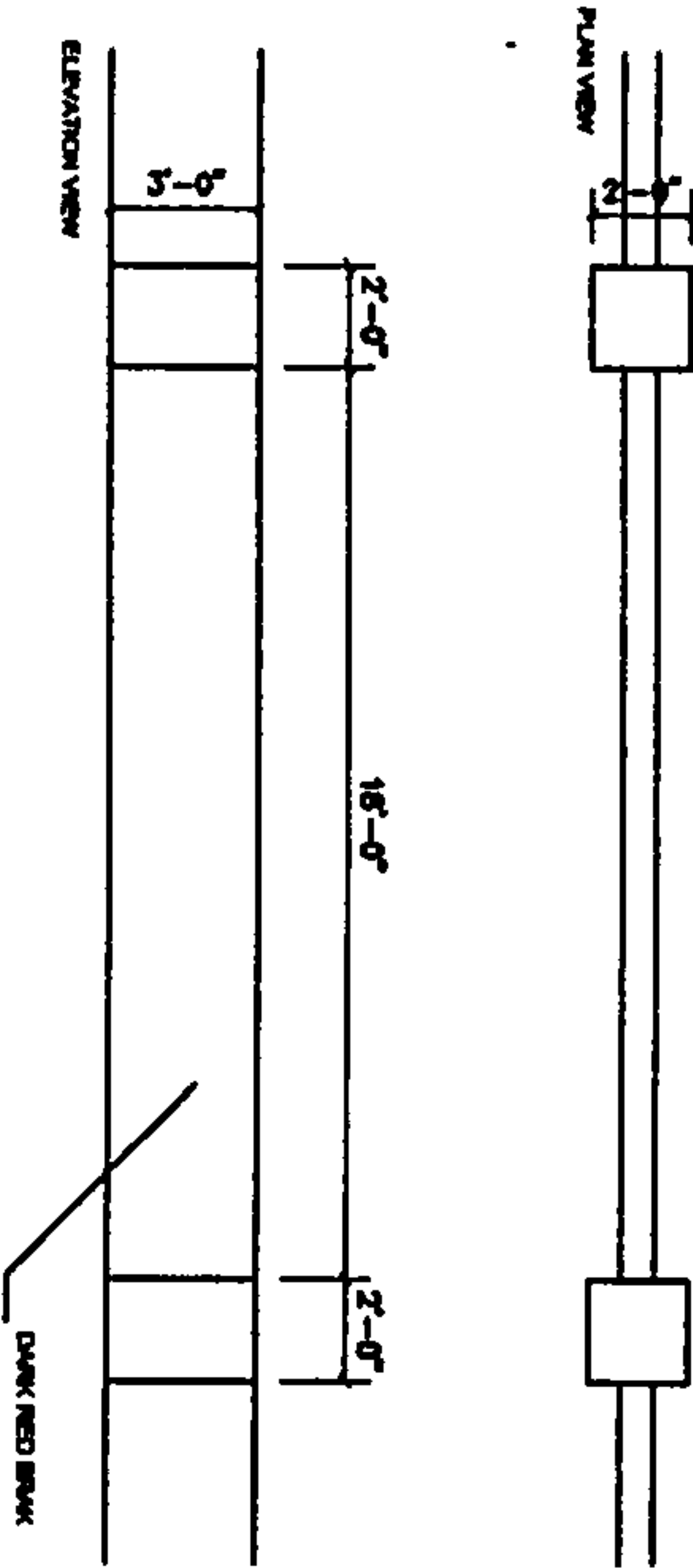
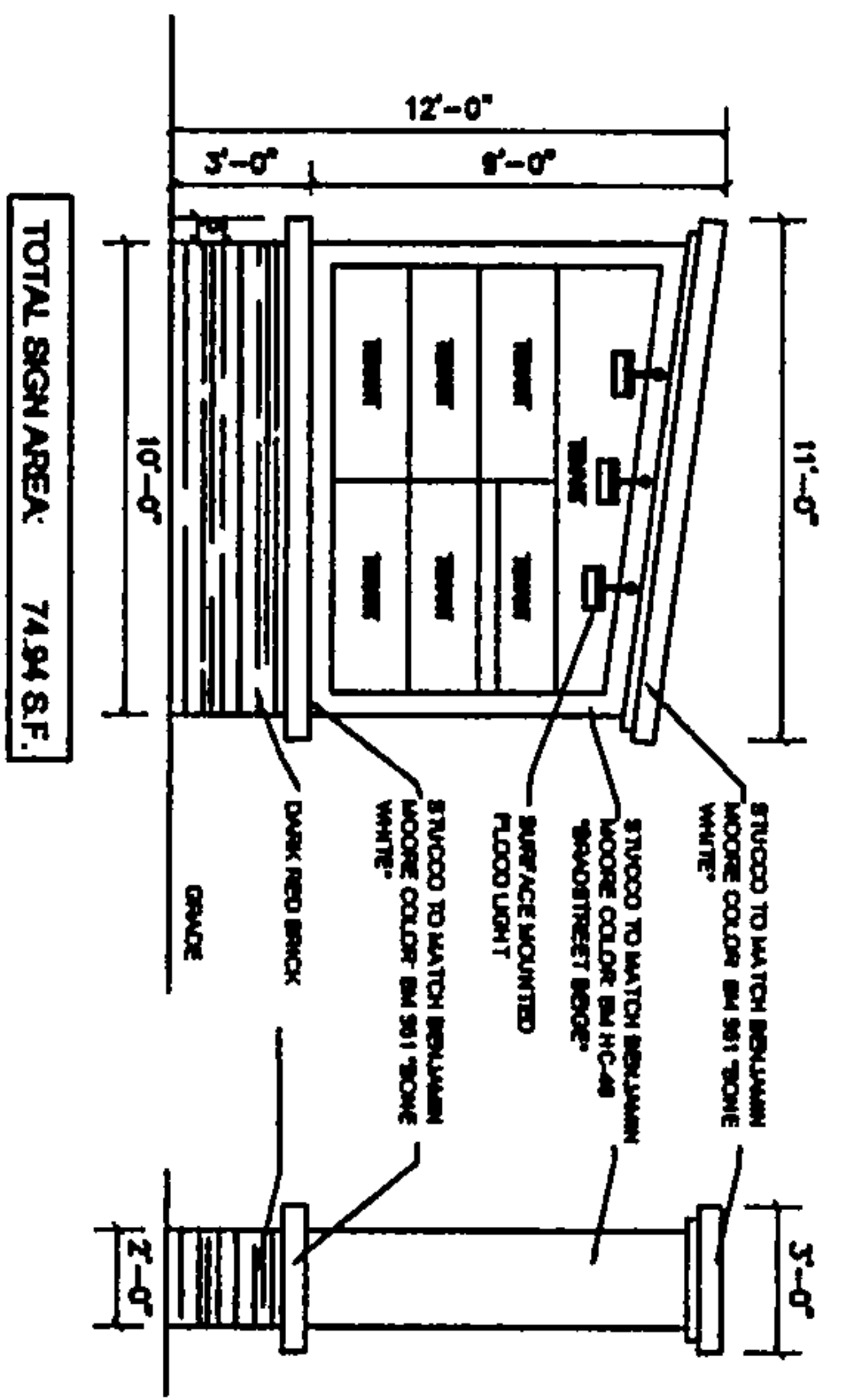
DECLARATION  
Unser / Vista Oriente (Unser Professional Park)  
Albuquerque, NM  
DHP 11/23/07



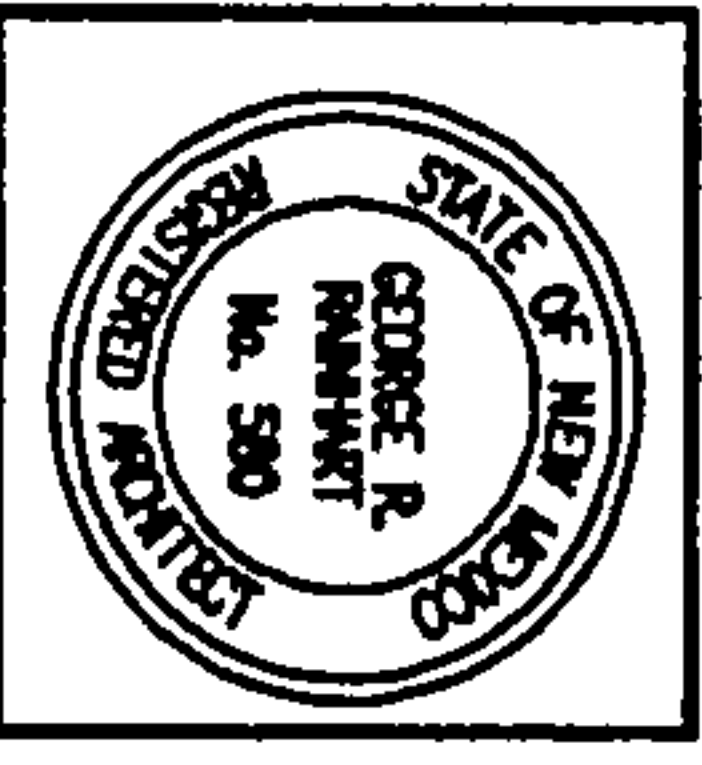
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**Exhibit "C"**

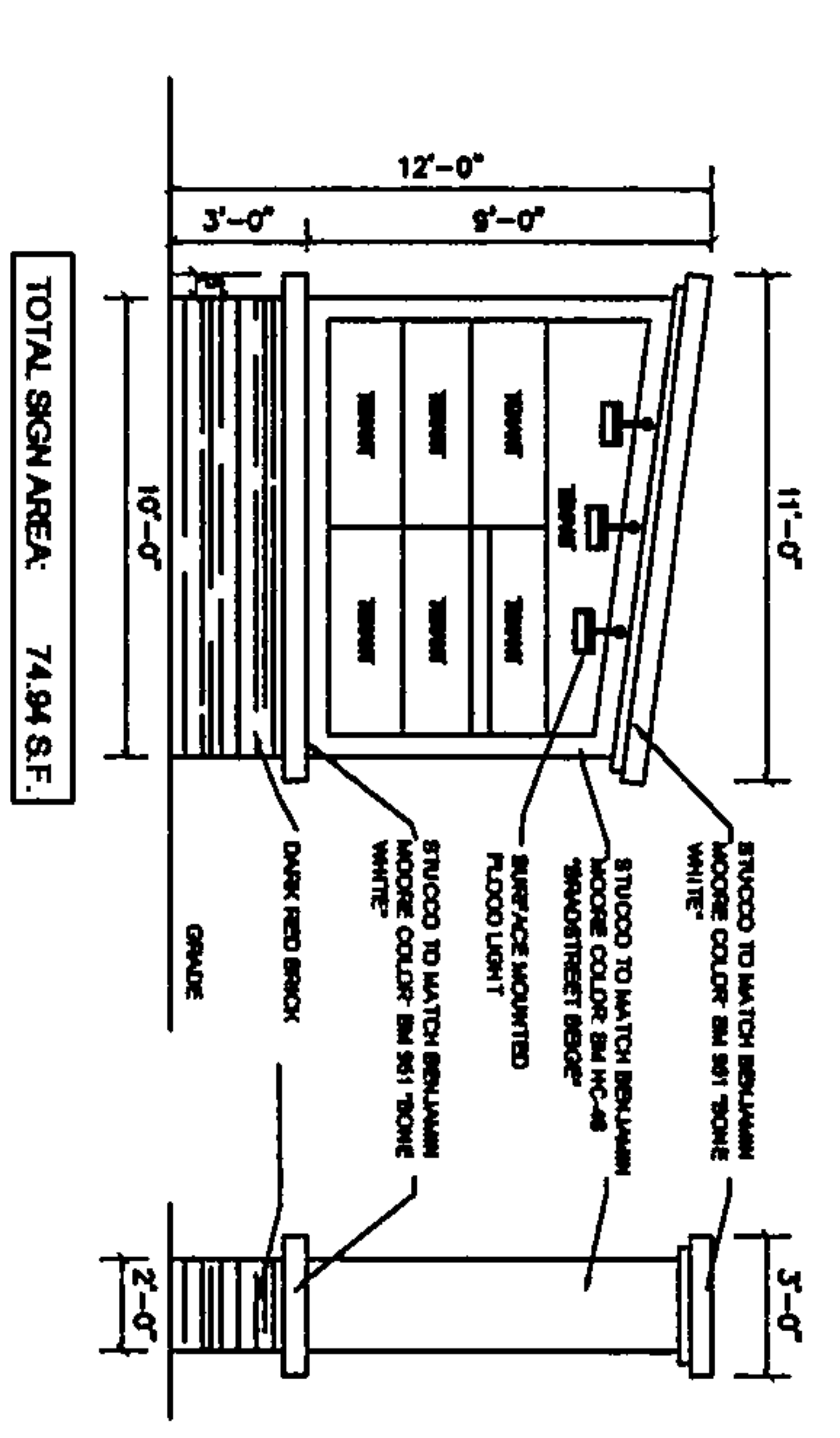


PROJECT TITLE <b>UNSER &amp; VISTA ORIENTE</b> NORTHEAST CORNER OF UNSER BLVD AND VISTA ORIENTE STREET ALBUQUERQUE, NM			
PROJECT MANAGER George Rainhart, AIA	JOB NO. 888	DRAWN BY NAH	CHECKED BY NAH
SHEET TITLE <b>Site Plan Details</b>			
DATE 8/21/07	SCALE AS.3		

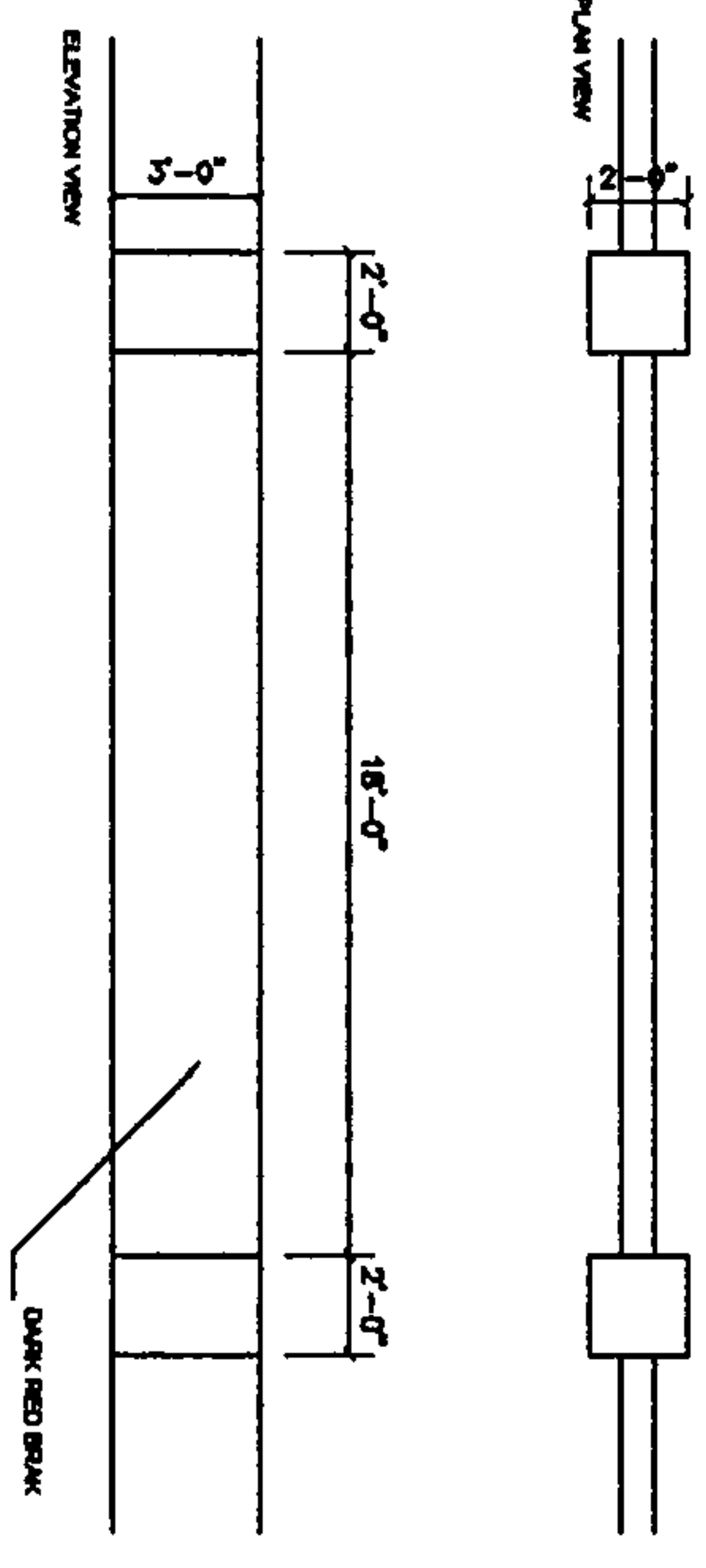


GEORGE RAINHART, ARCHITECT AND ASSOCIATES P.C.  
2325 SAN PEDRO NE., SUITE 2-B  
ALBUQUERQUE, NEW MEXICO 87110  
PHONE (505) 884-9110 FAX (505) 837-9877

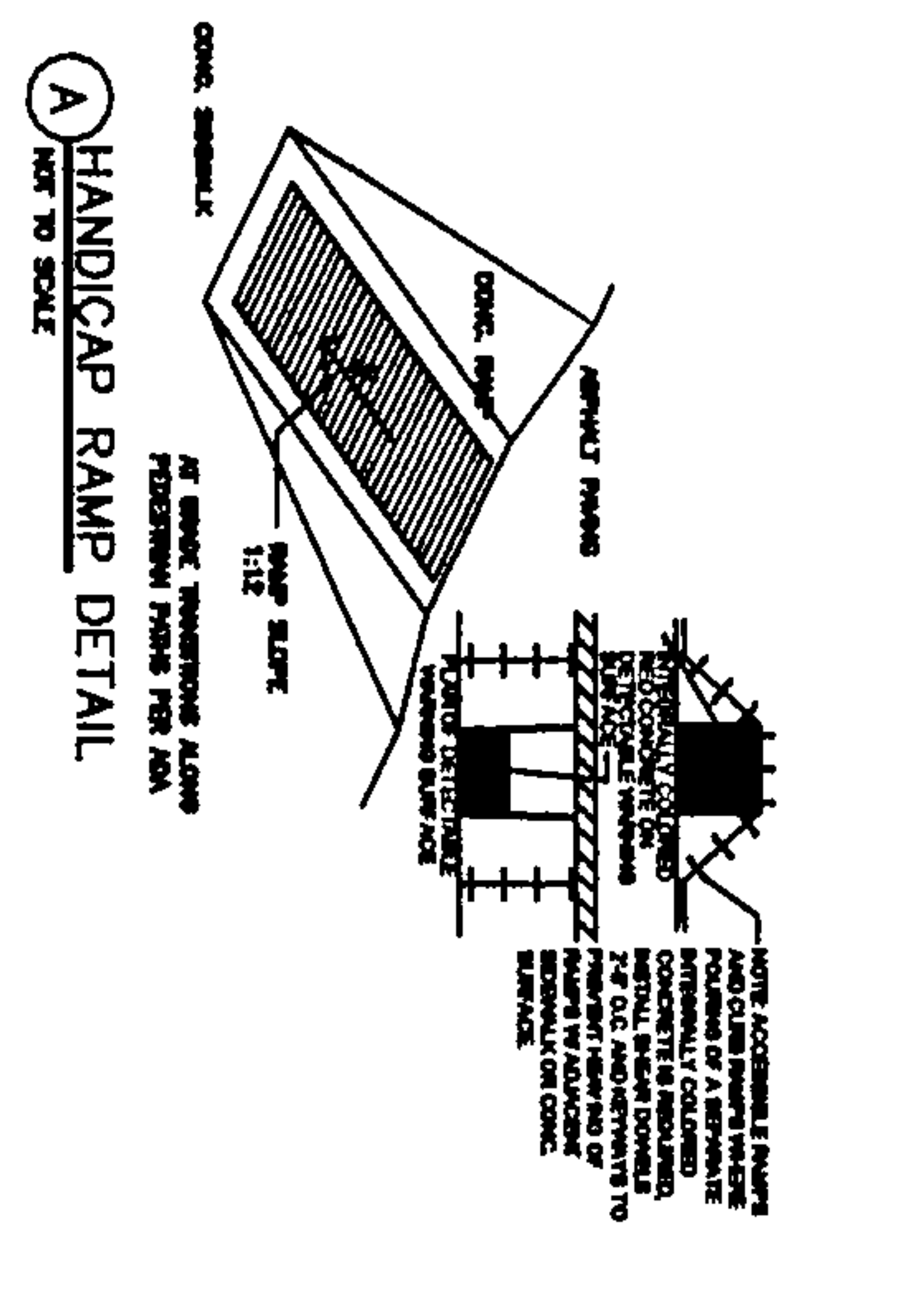
REV	DATE	BY	REVISION
1	8/1/07	NAH	CITY COMMENTS
2	8/21/07	NAH	CITY COMMENTS
3	8/1/07	NAH	CITY COMMENTS



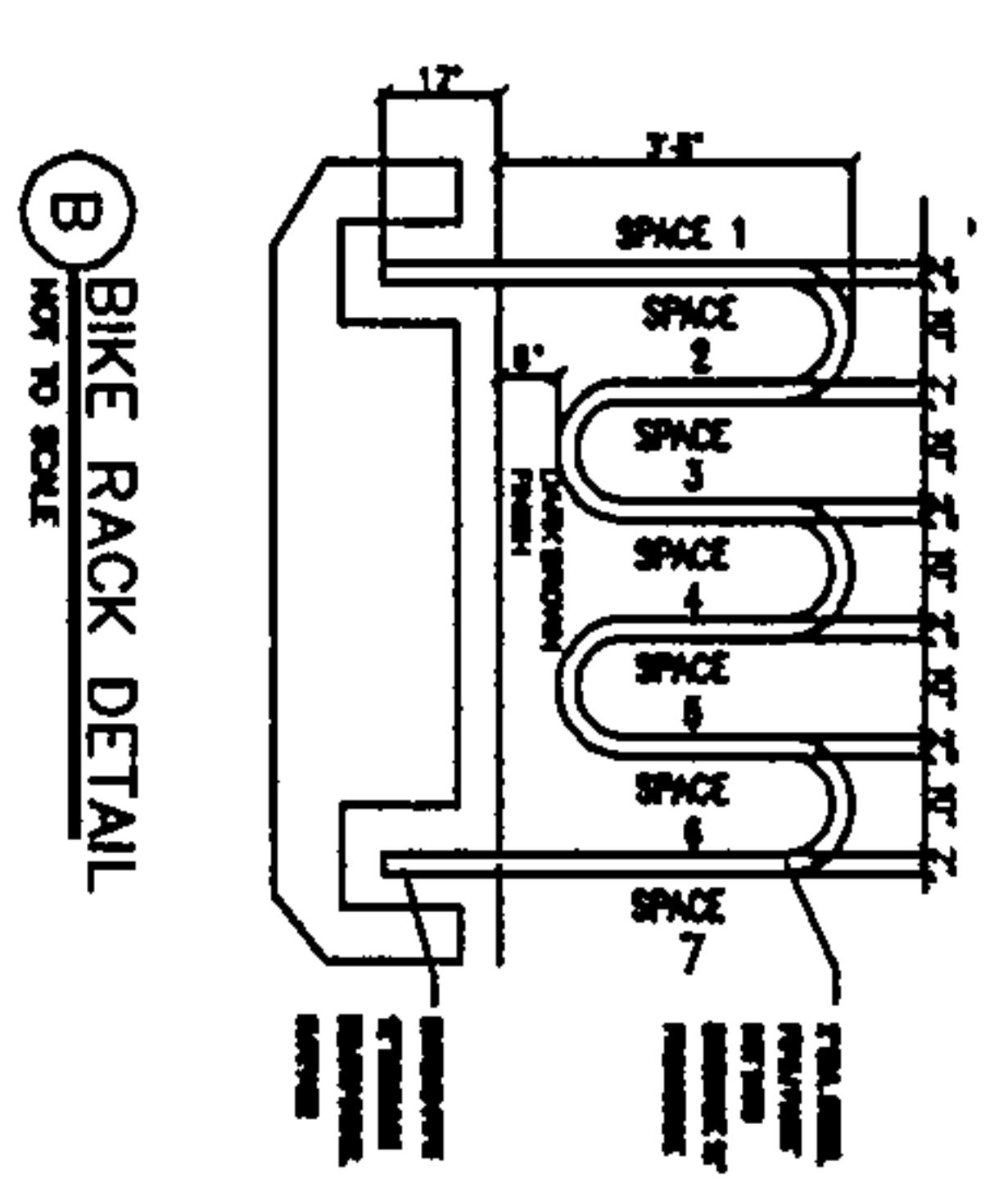
1 MONUMENT SIGN  
UNSER BOULEVARD &  
VISTA ORIENTE STREET  
TOTAL SIGN AREA: 74.94 S.F.



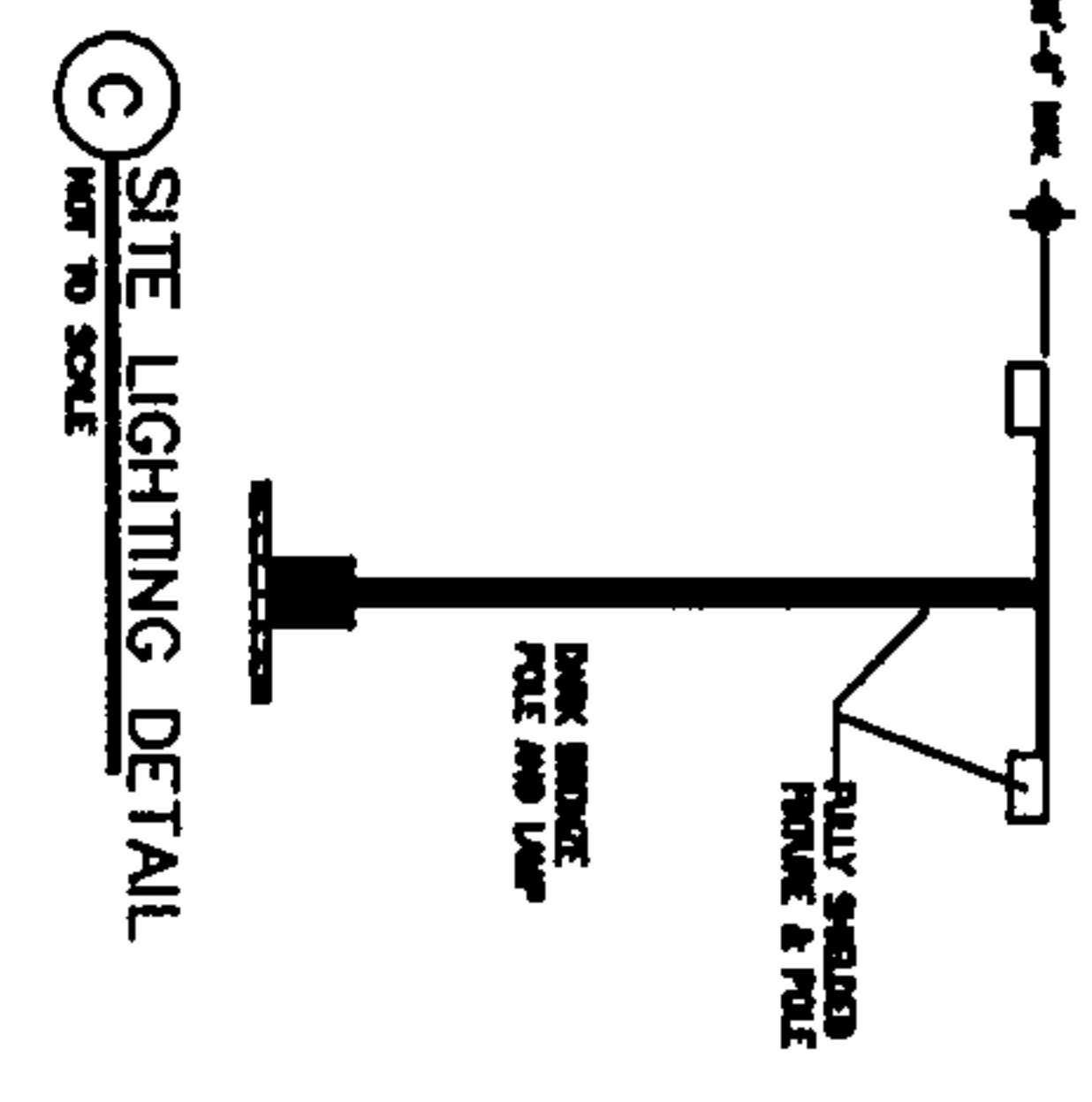
2 SCREEN WALL  
DARK RED BRICK



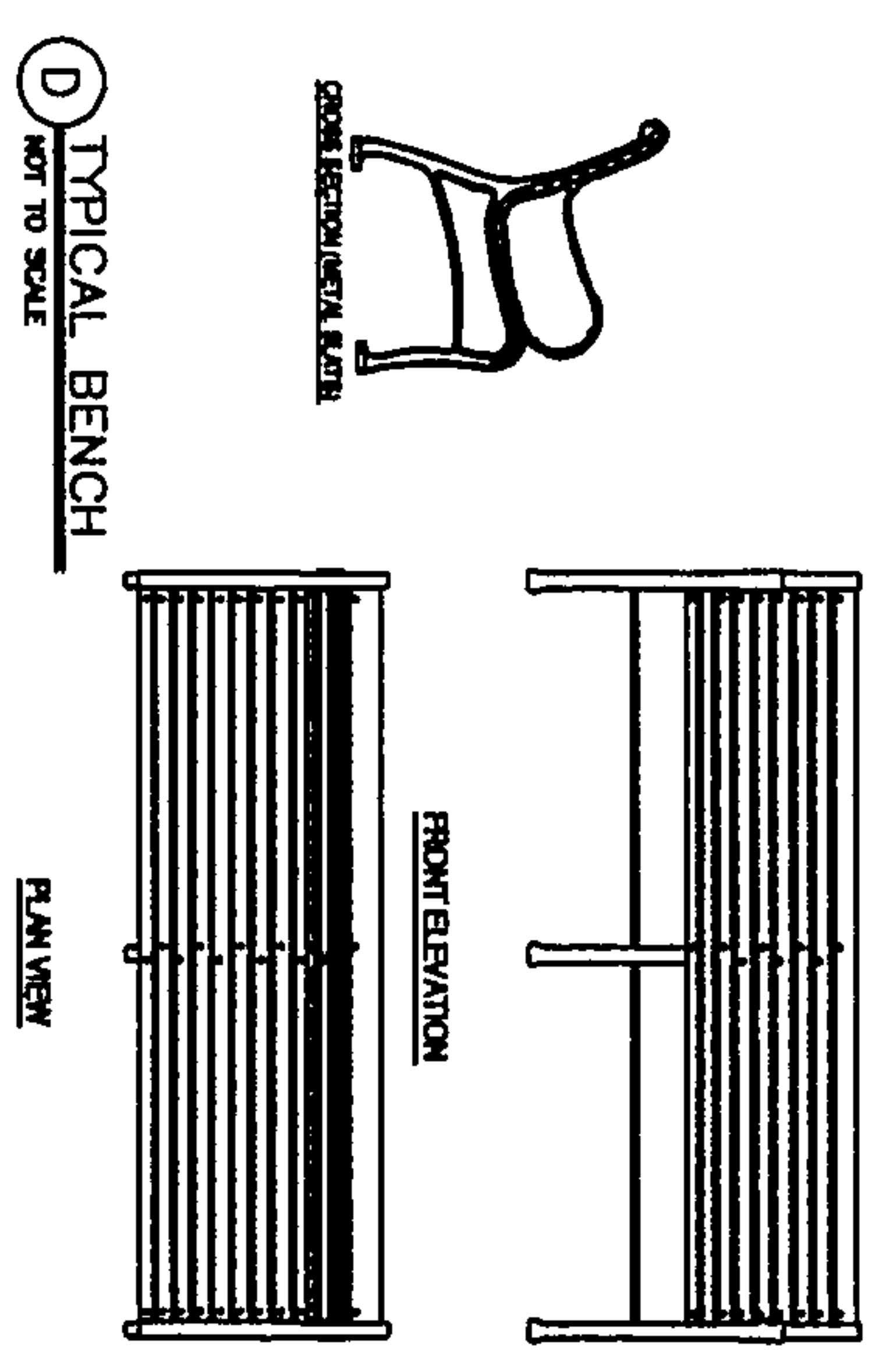
A HANDICAP RAMP DETAIL  
ADA COMPLIANT RAMP SURFACE



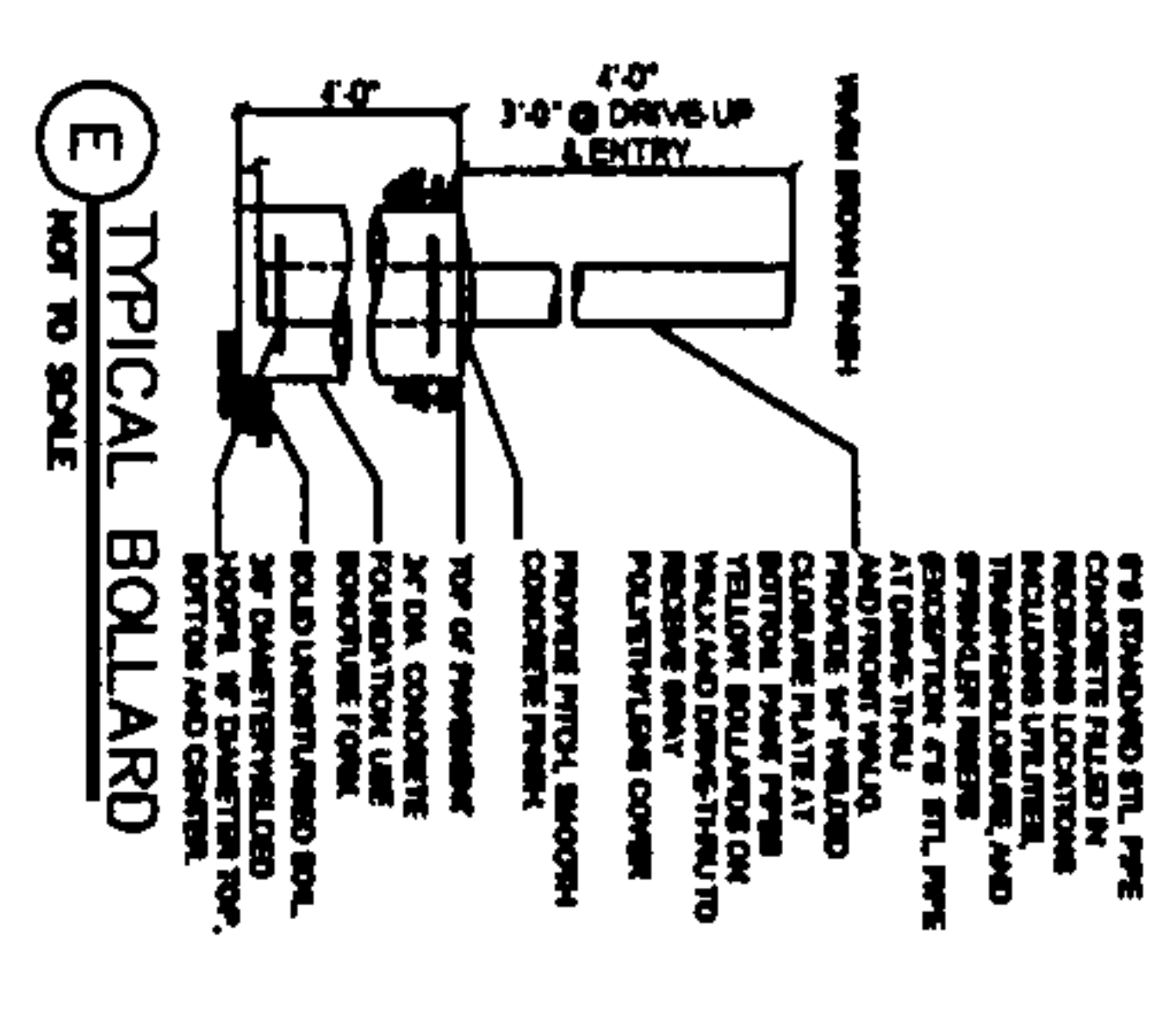
B BIKE RACK DETAIL



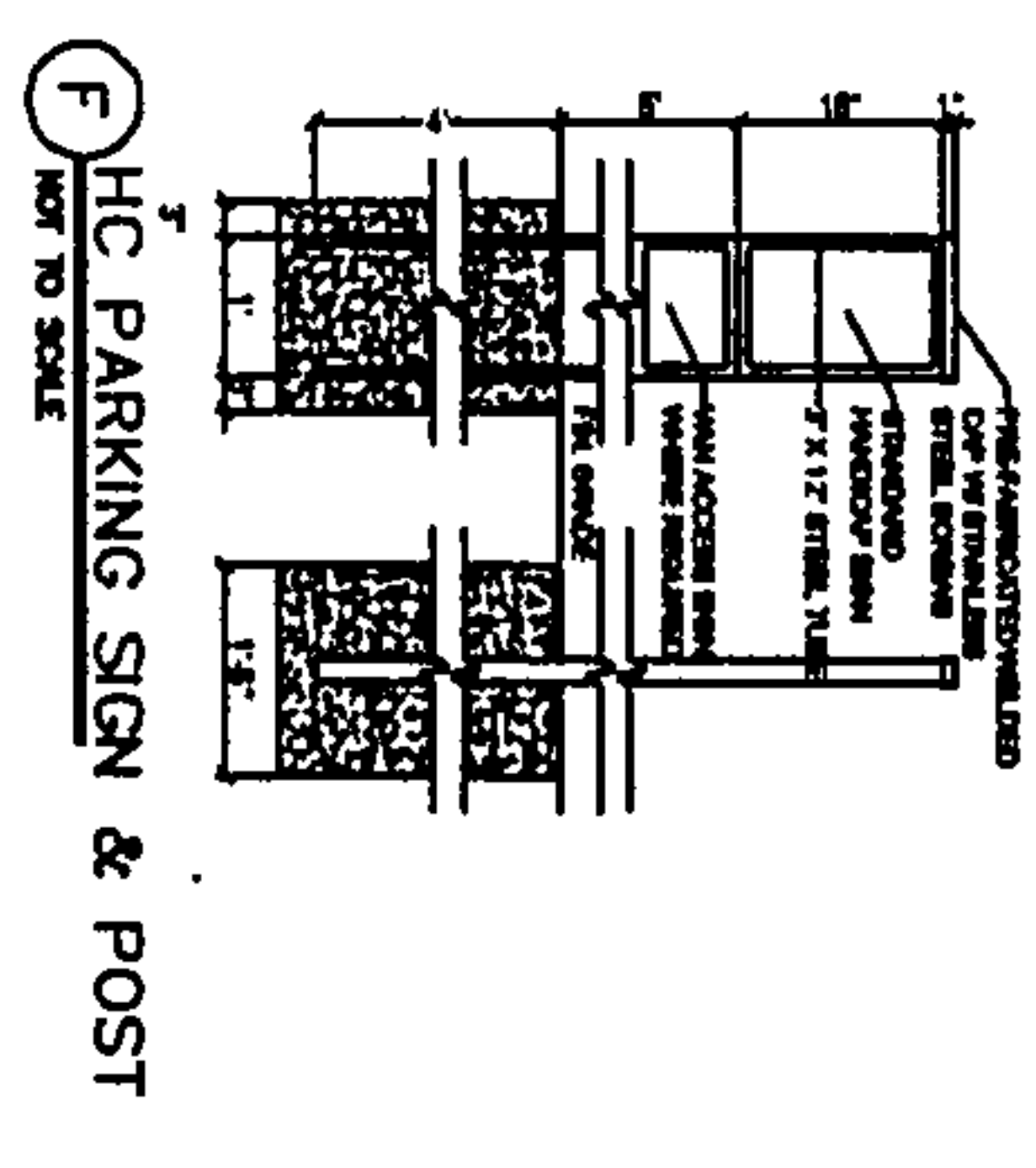
C SITE LIGHTING DETAIL



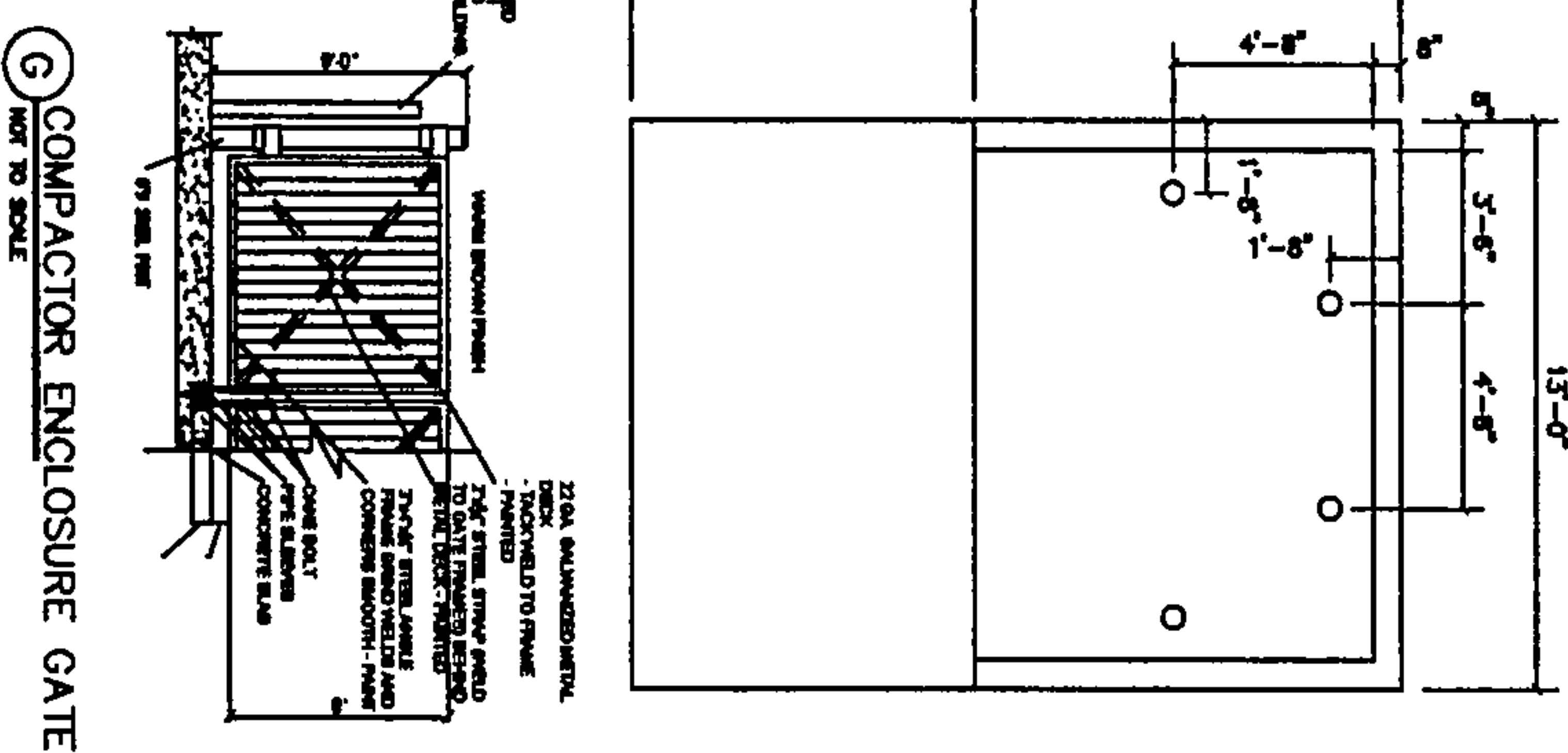
D TYPICAL BENCH  
NOT TO SCALE



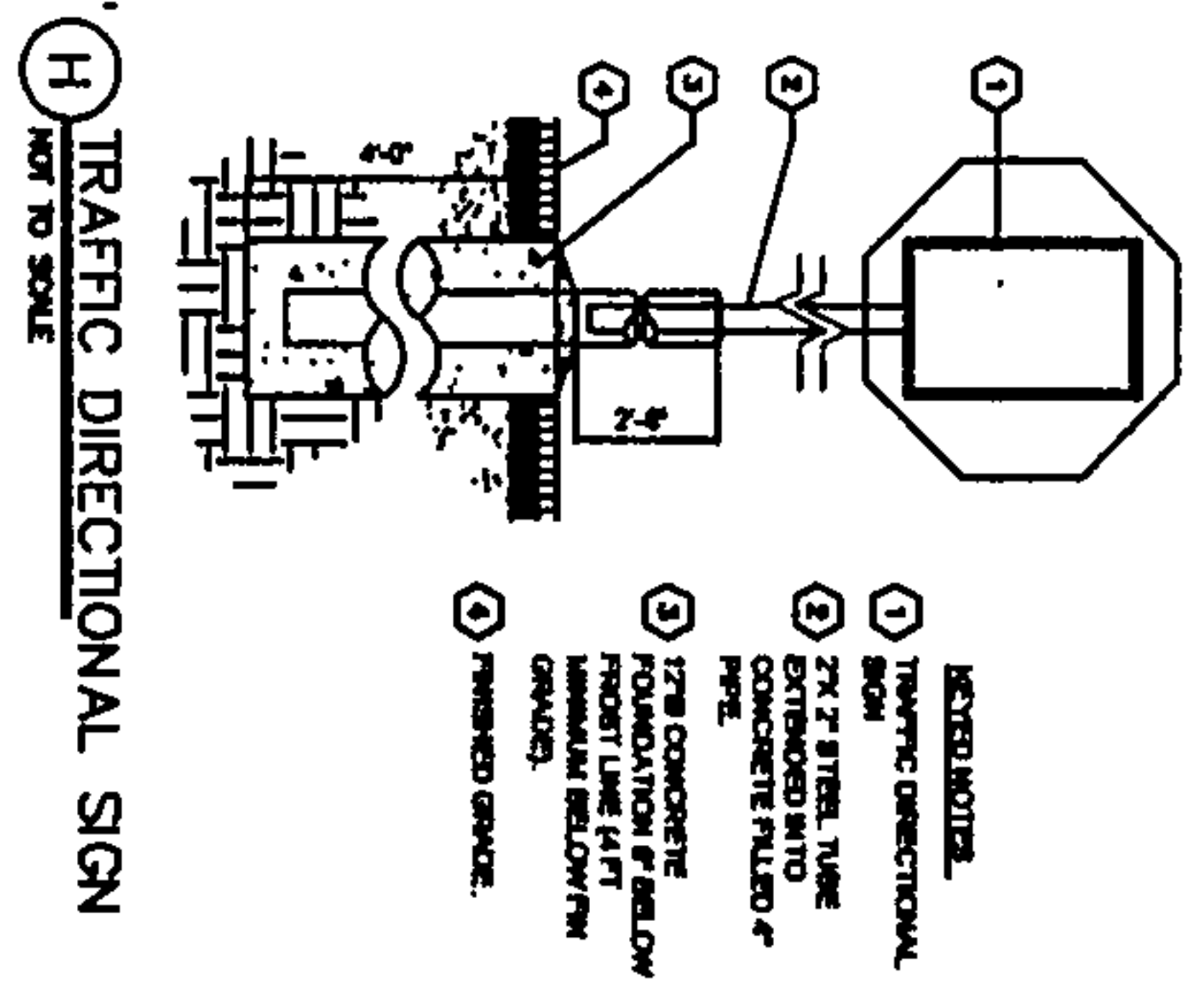
E TYPICAL BOLLARD  
NOT TO SCALE



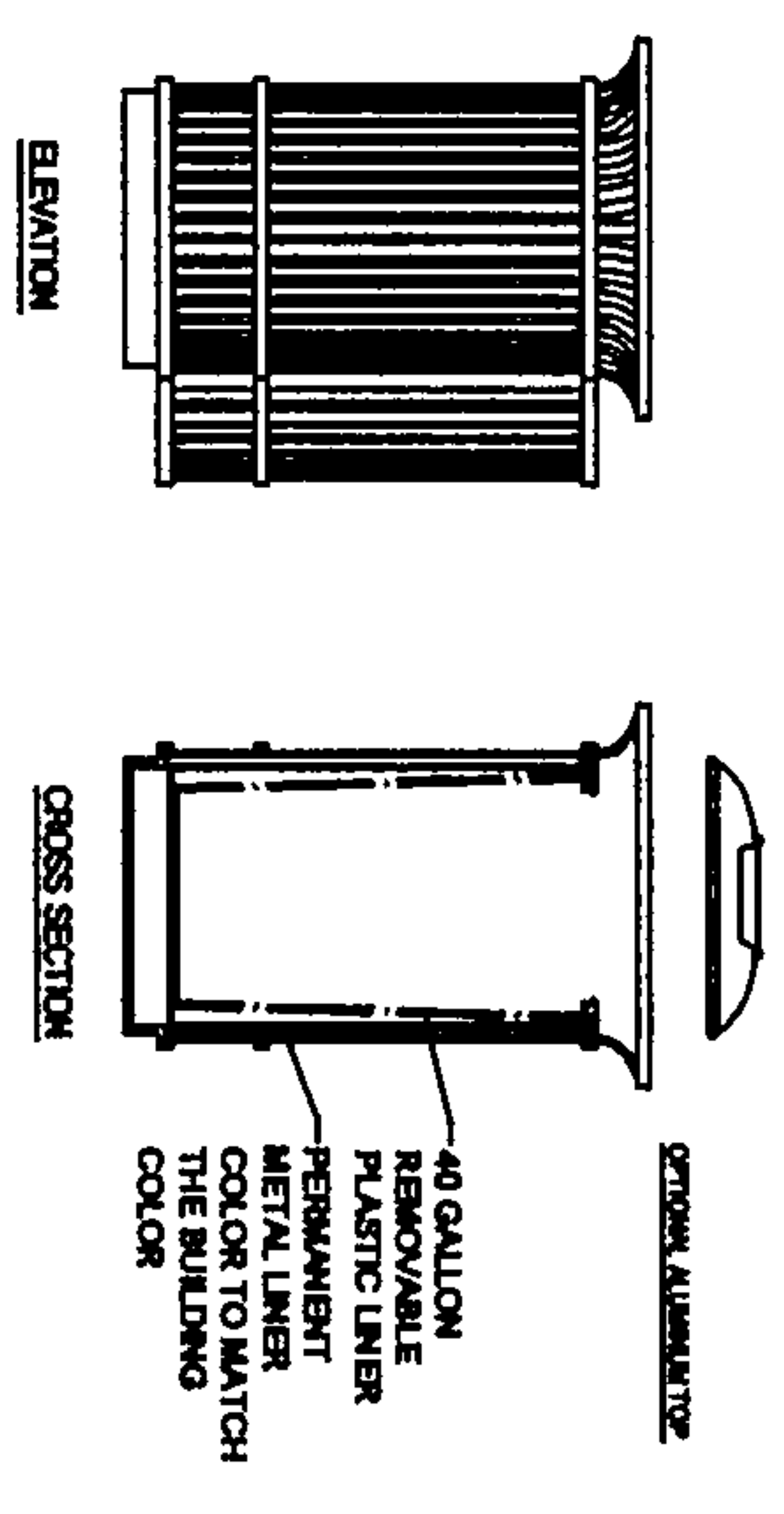
F HC PARKING SIGN & POST  
NOT TO SCALE



G COMPACTOR ENCLOSURE GATE  
NOT TO SCALE



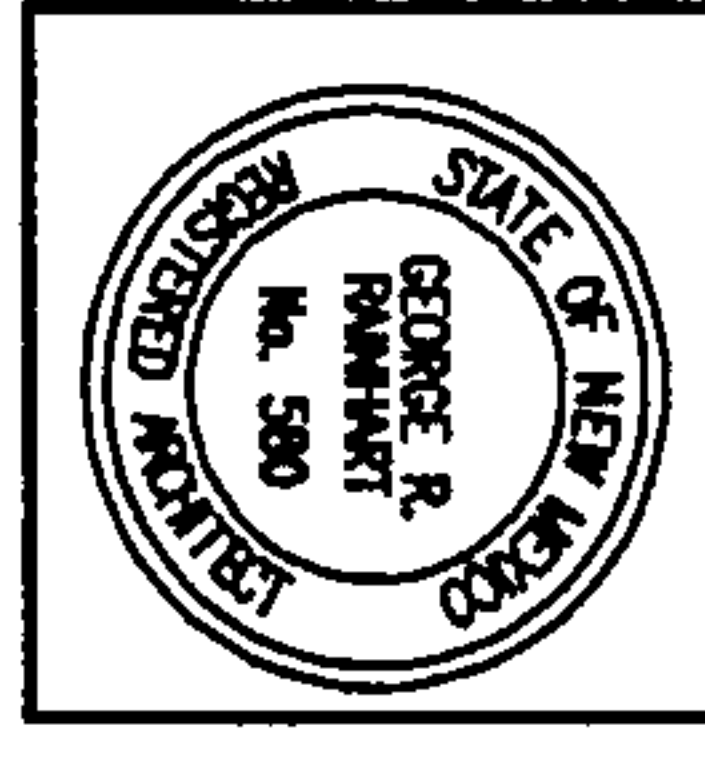
H TRAFFIC DIRECTIONAL SIGN  
NOT TO SCALE



I TYPICAL TRASHCAN ENCLOSURE  
NOT TO SCALE

REV	DATE	BY	REVISION
1	12/1/207	NAH	CITY COMMENTS
2	8/2/107	NAH	CITY COMMENTS
3	8/1/207	NAH	CITY COMMENTS

GEORGE RAINHART, ARCHITECT AND ASSOCIATES P.C.  
2325 SAN PEDRO NE., SUITE 2-B  
ALBUQUERQUE, NEW MEXICO 87110  
PHONE (505) 884-9110 FAX (505) 837-9877



PROJECT TITLE  
**UNSER & VISTA ORIENTE**  
NORTHEAST CORNER OF UNSER BLVD AND VISTA ORIENTE STREET  
Albuquerque, NM

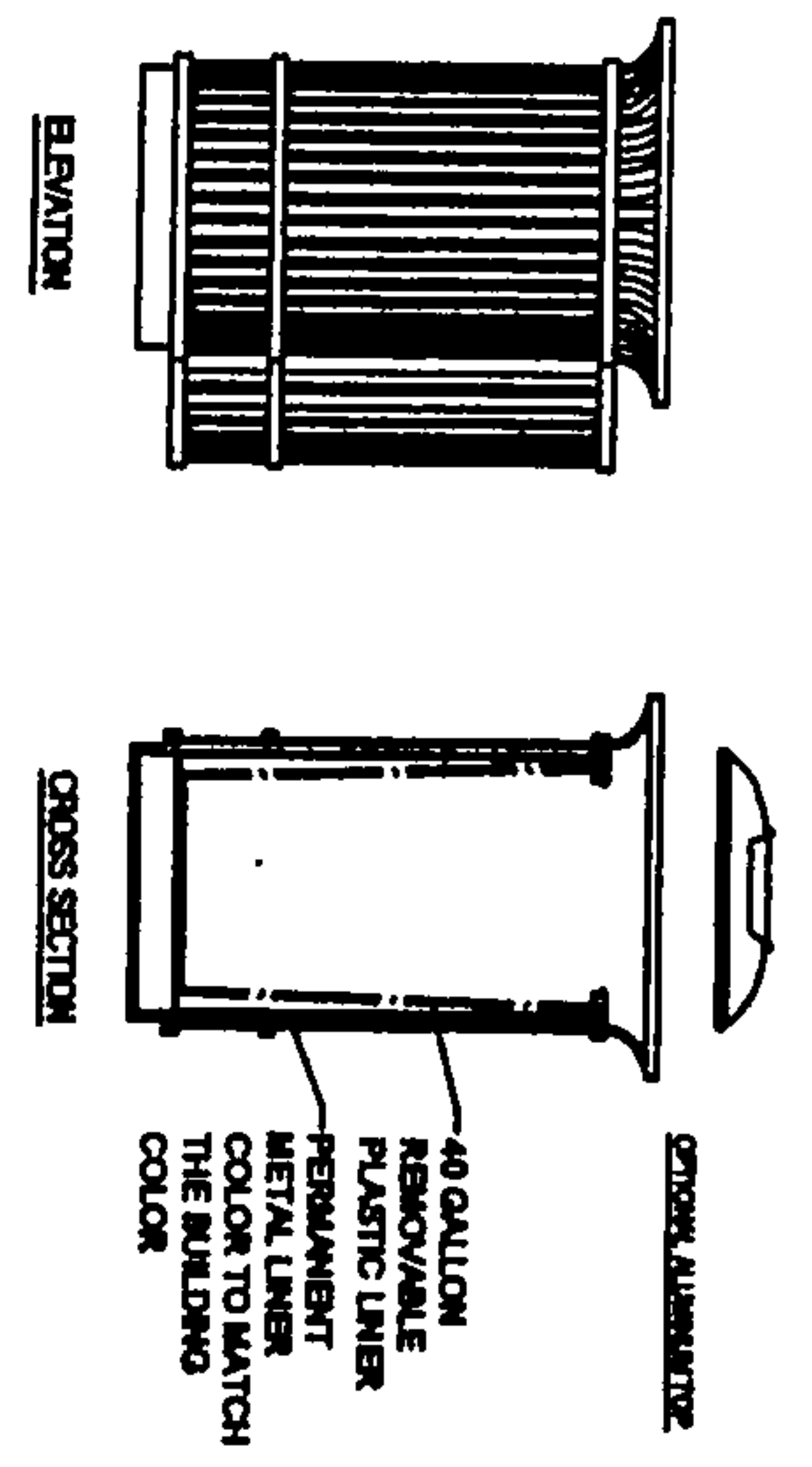
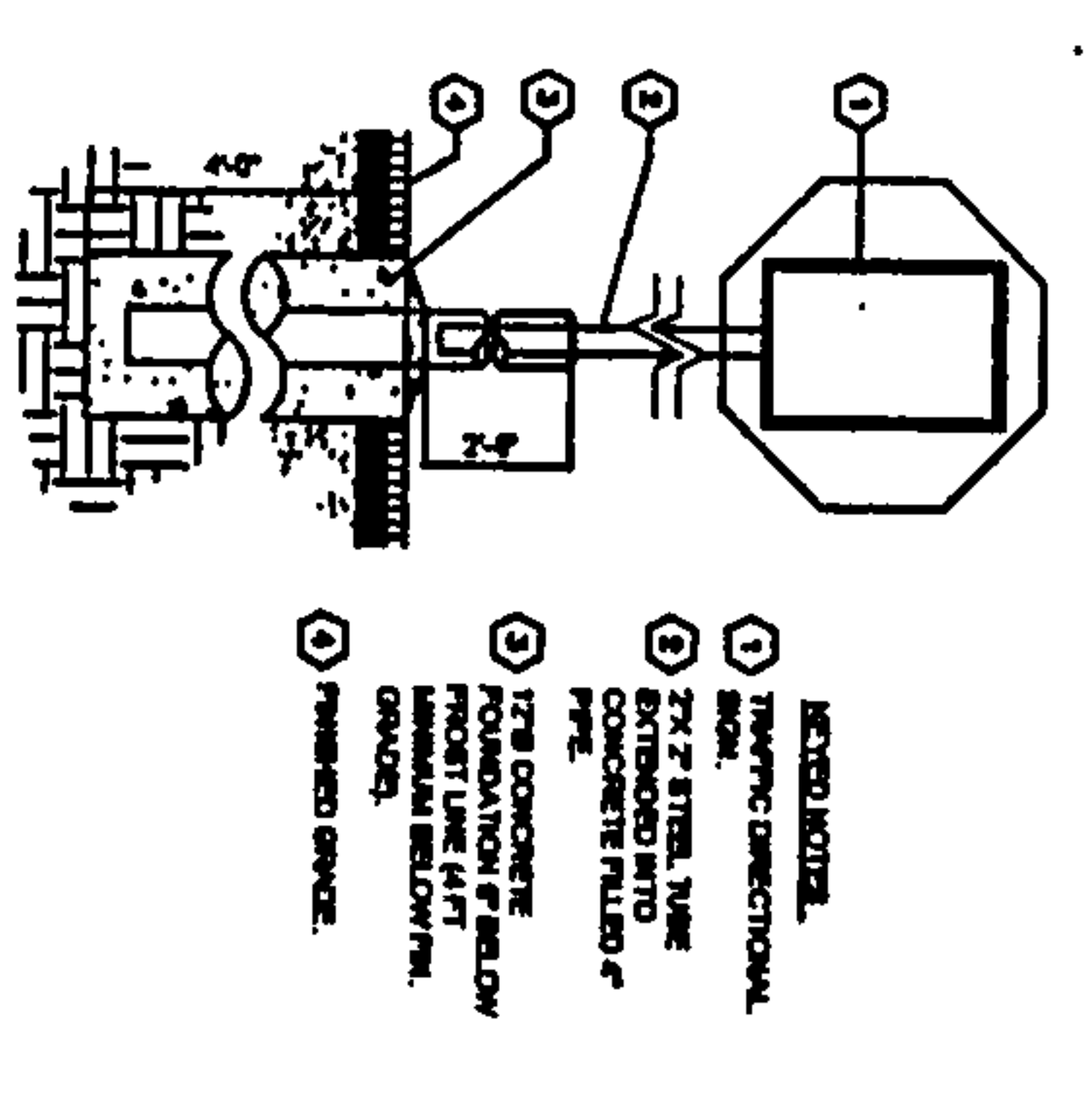
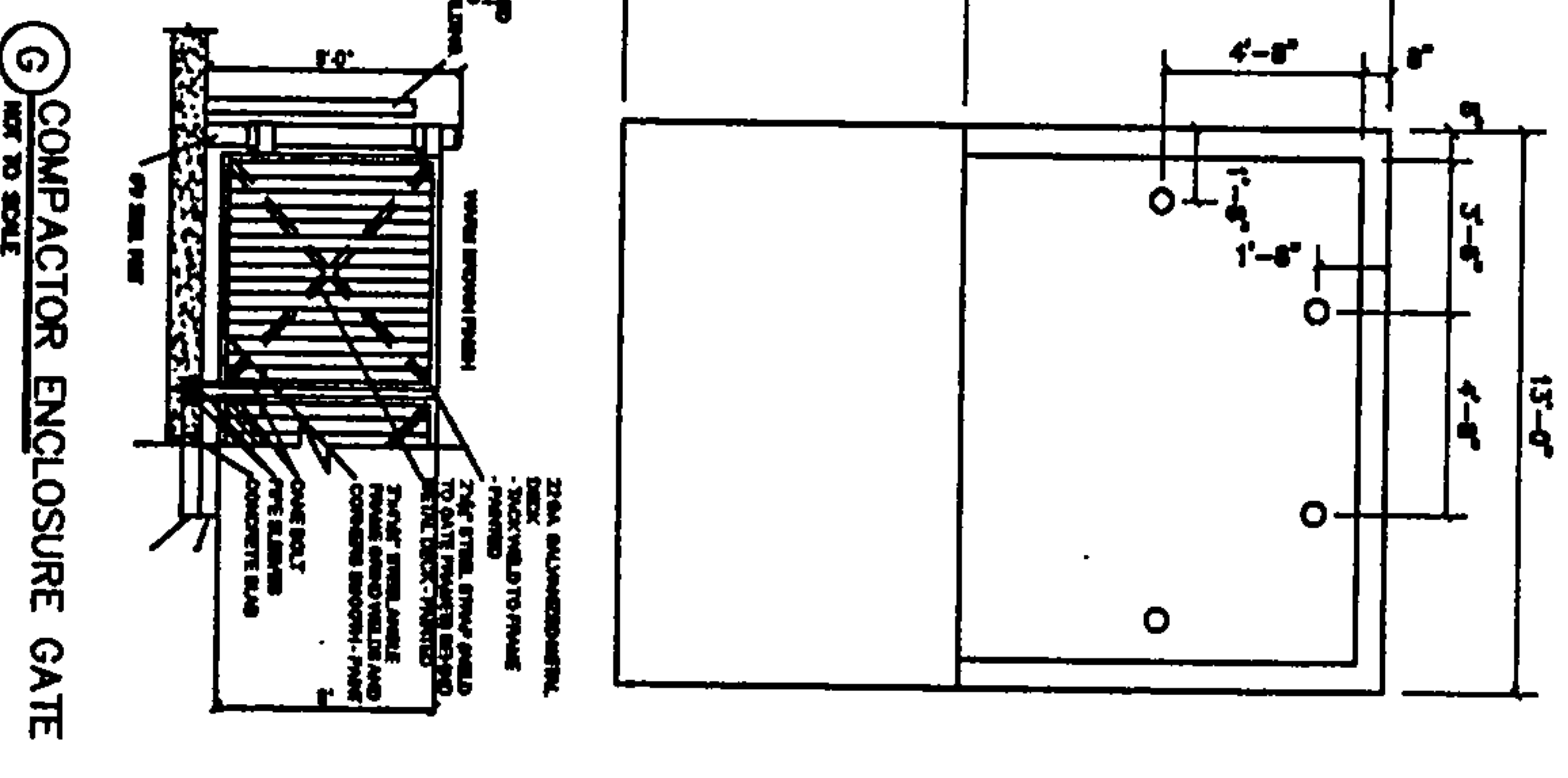
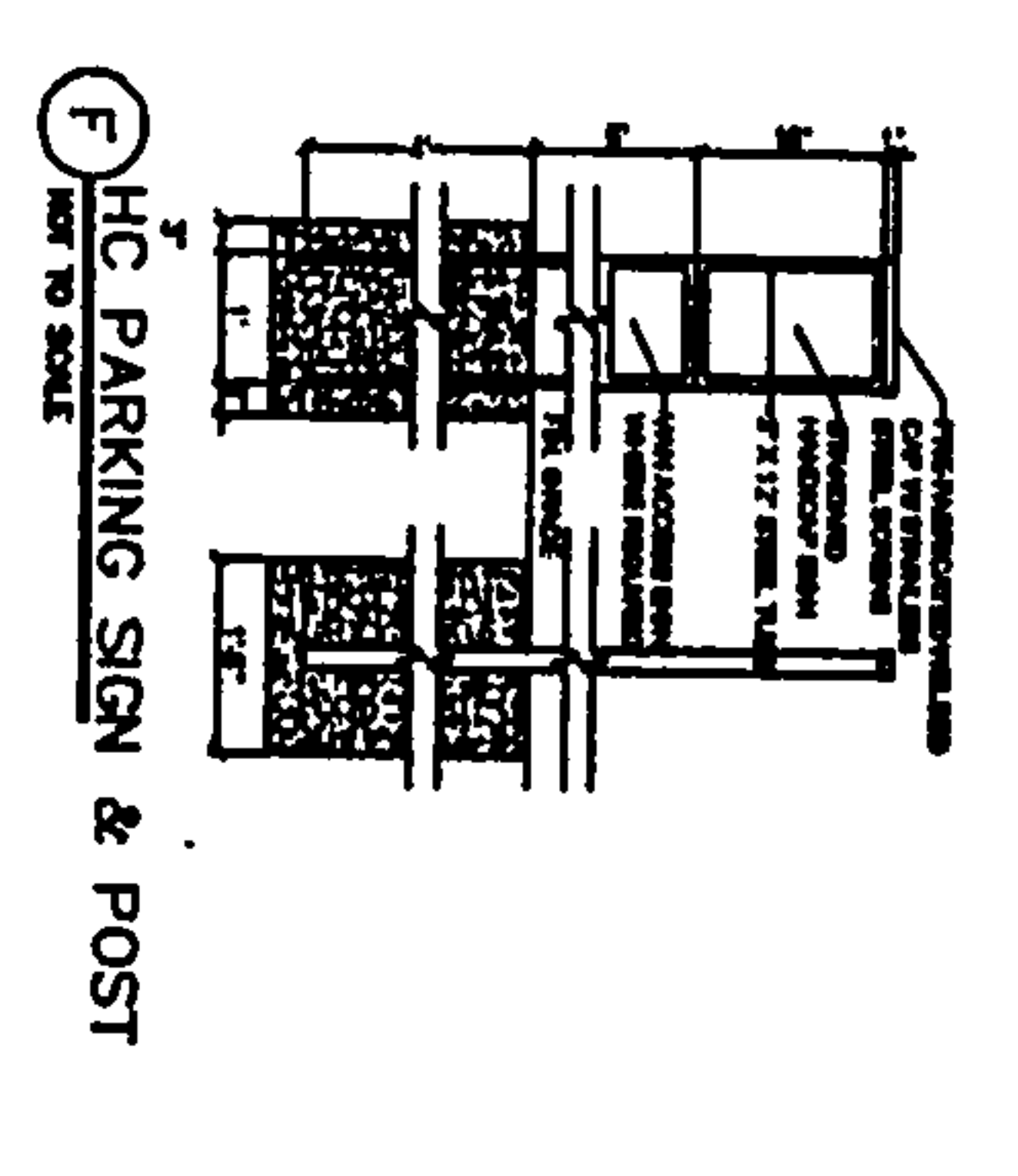
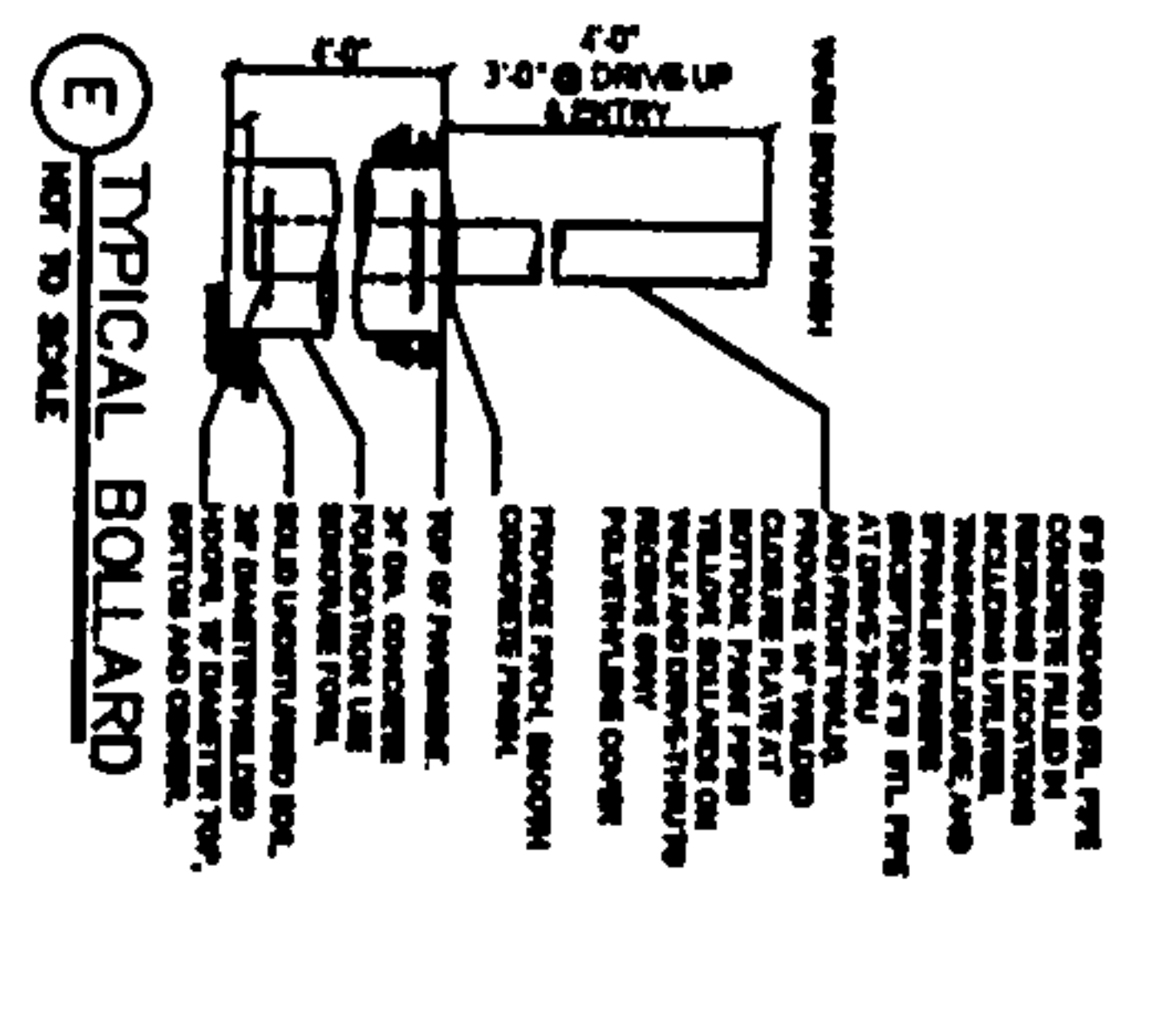
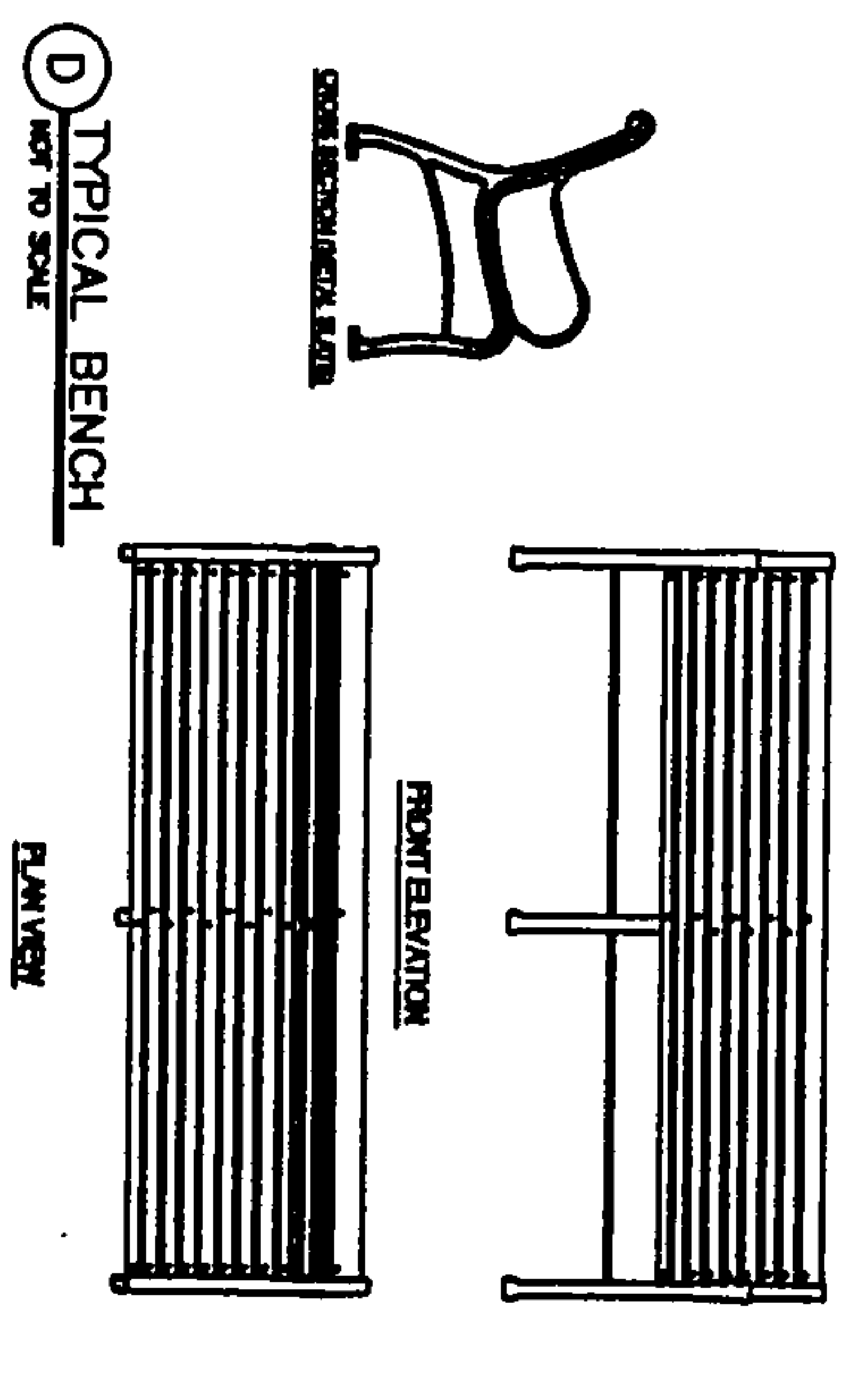
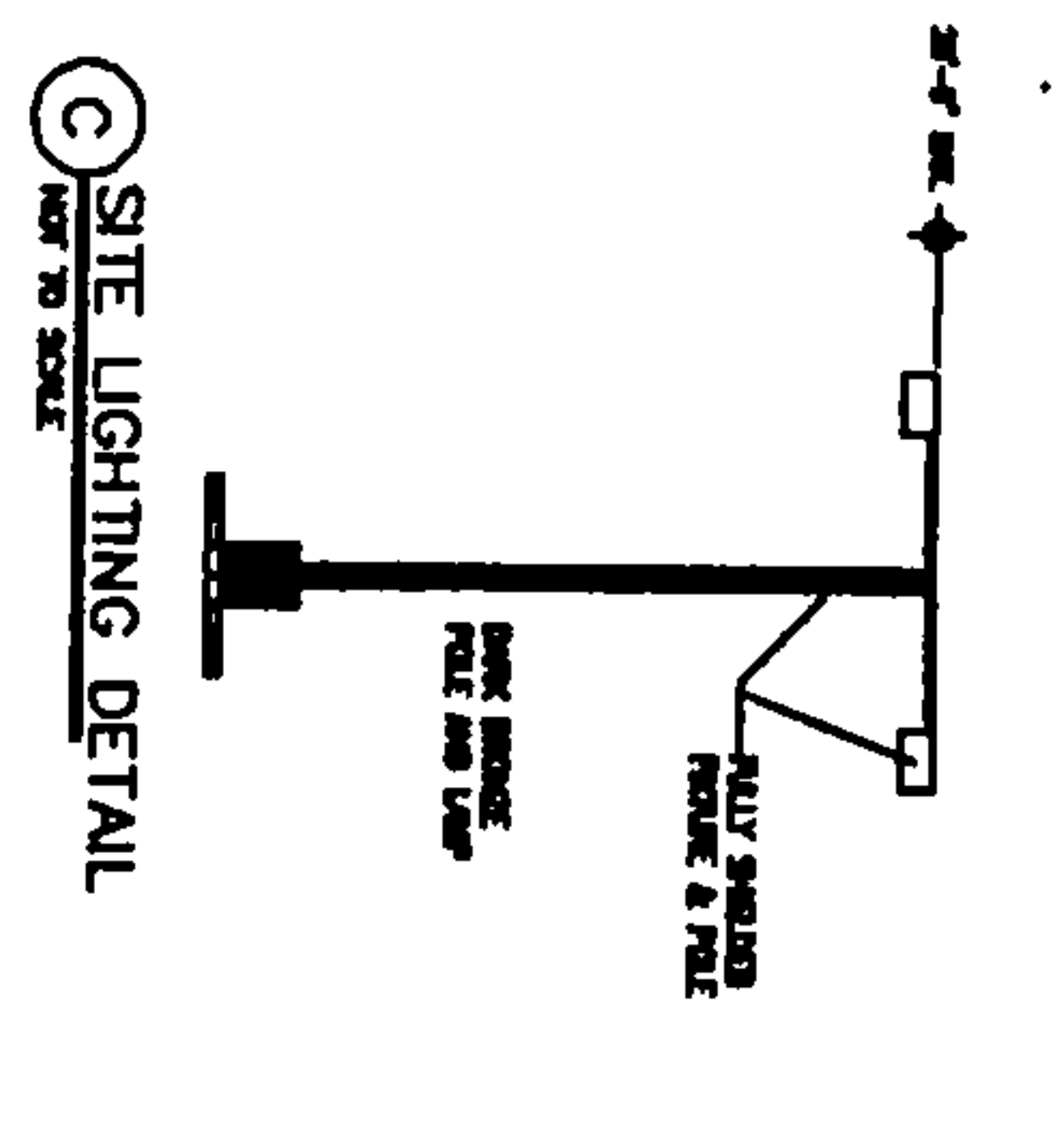
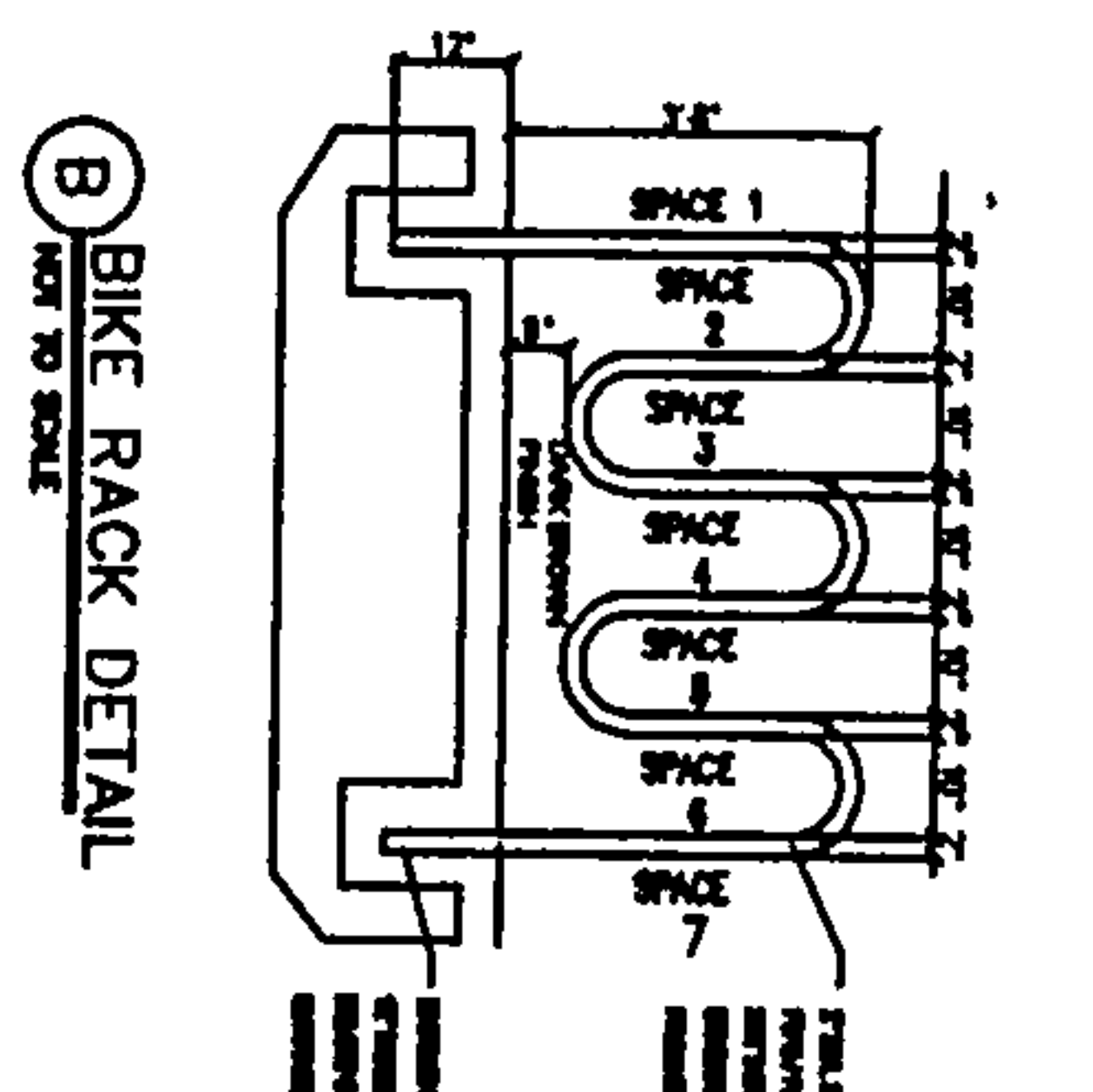
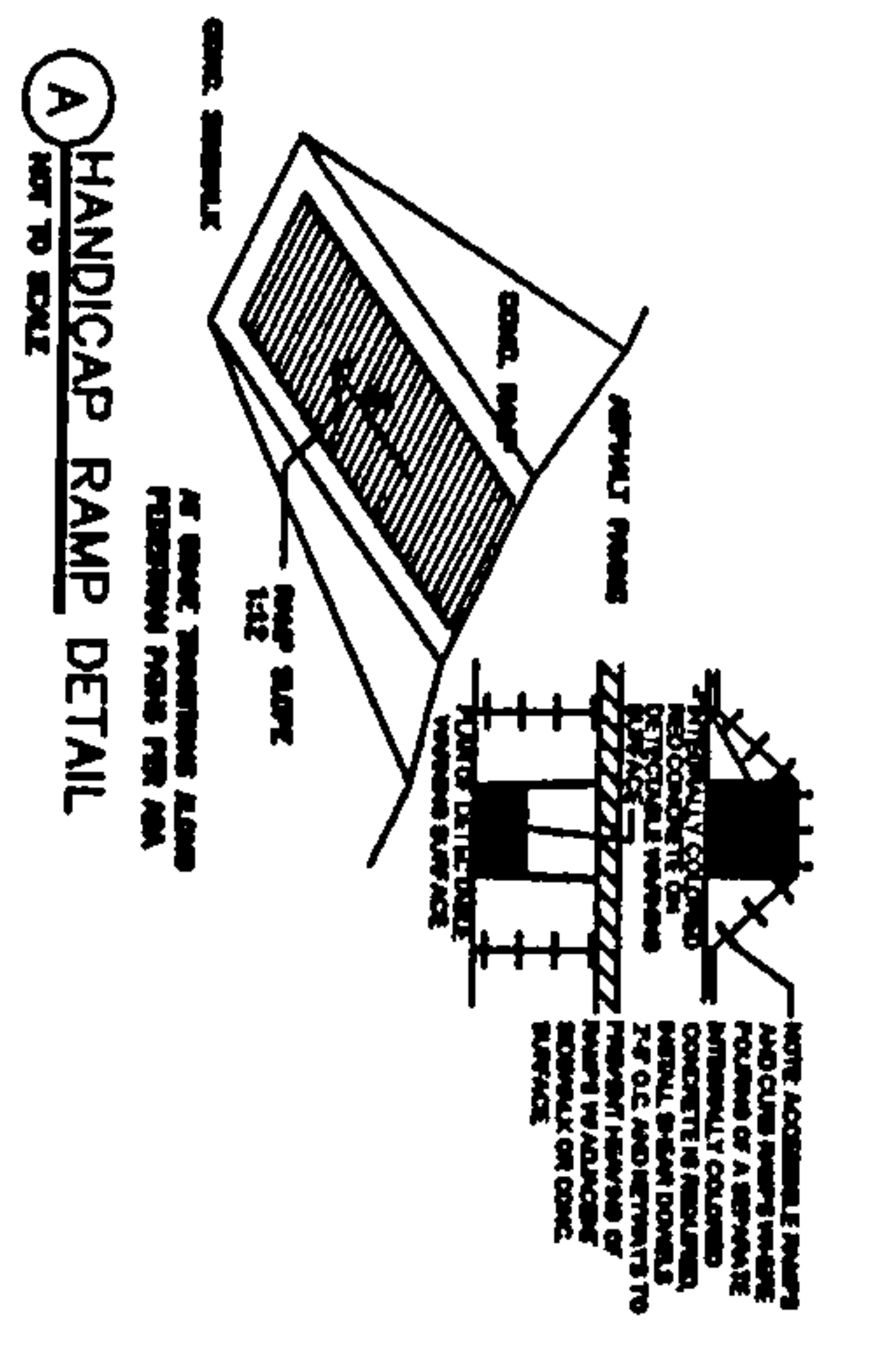
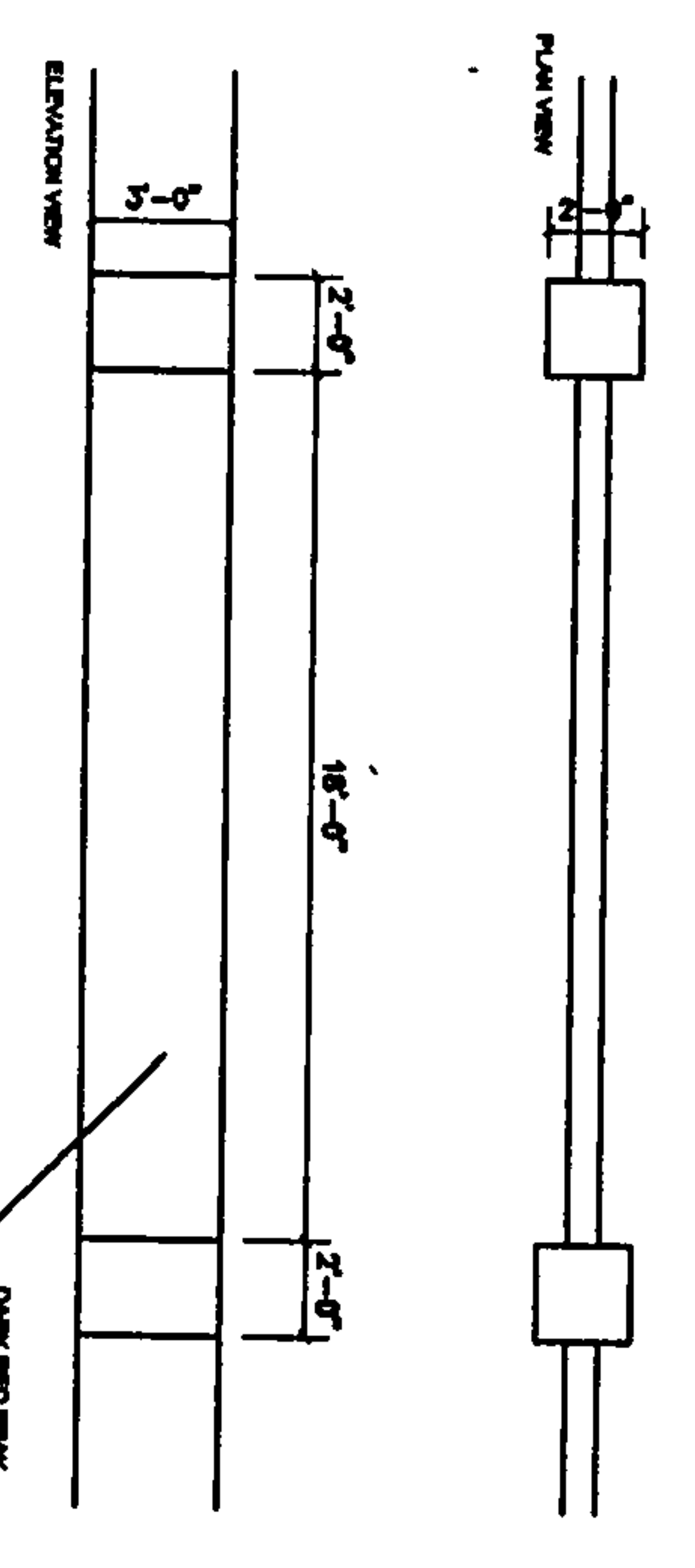
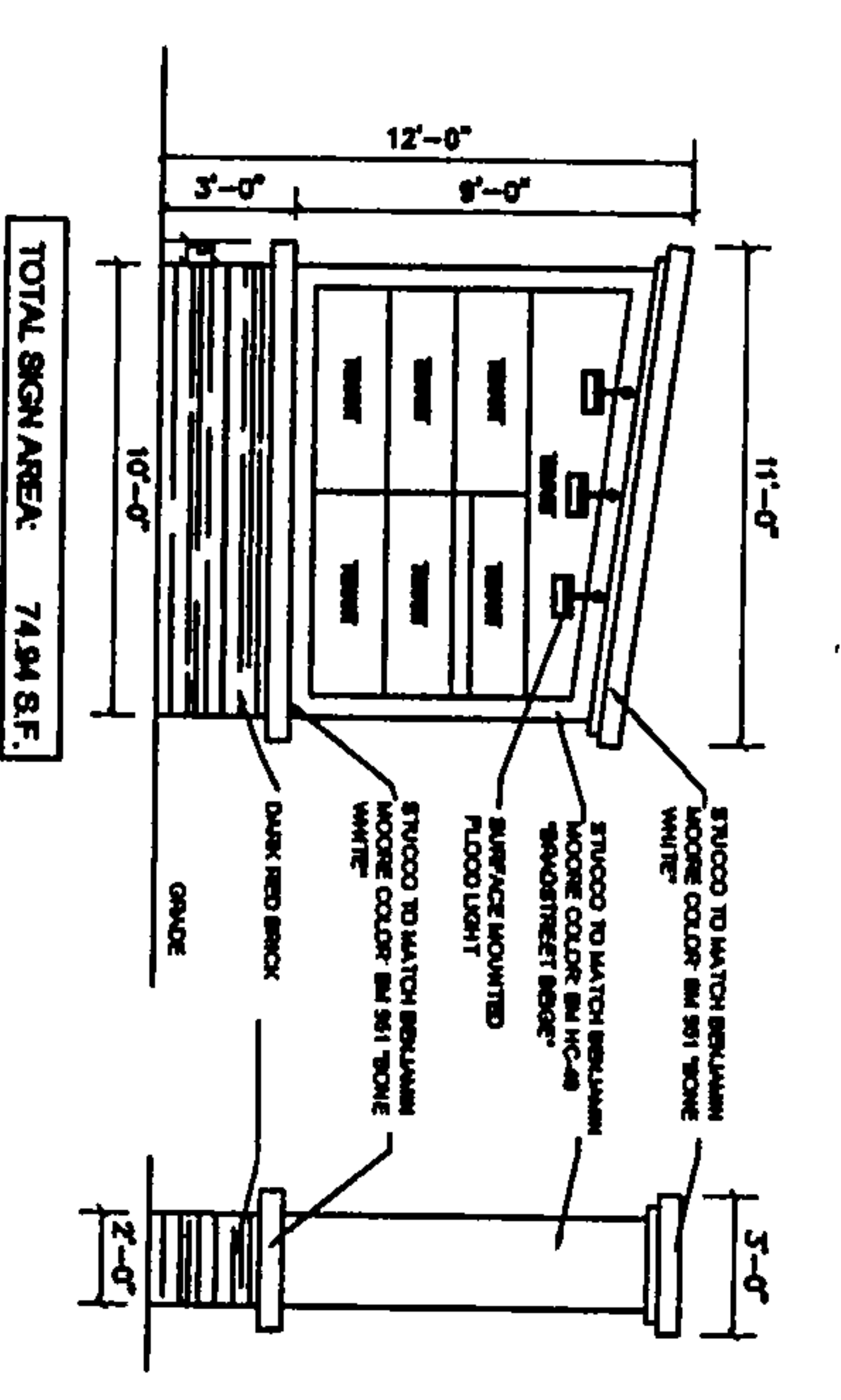
PROJECT MANAGER  
George Rainhart, AIA

DATE  
12/1/2007

SCALE  
**AS:3**

SHEET TITLE  
**Site Plan Details**

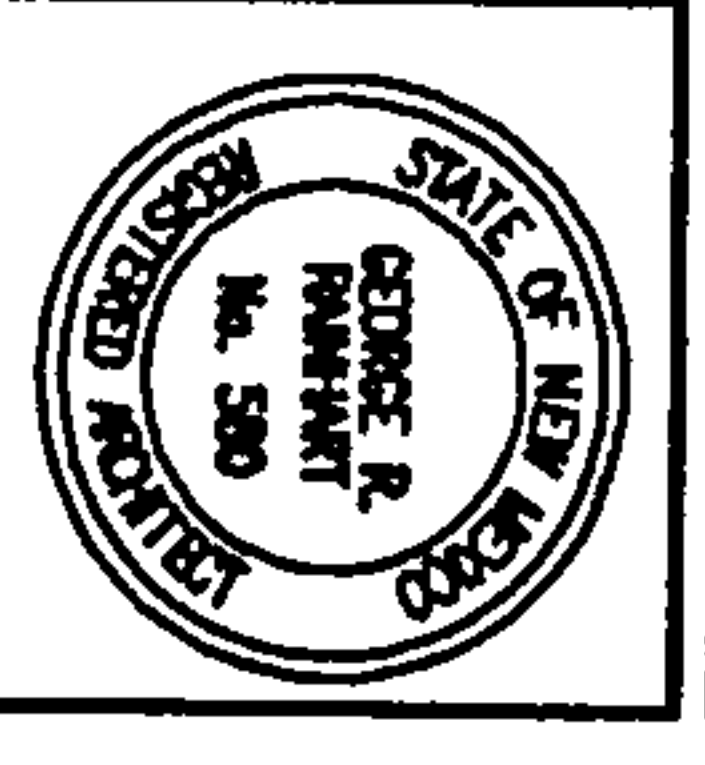




**UNSER & VISTA ORIENTE**  
NORTHEAST CORNER OF UNSER BLVD AND VISTA ORIENTE STREET  
ALBUQUERQUE, NM

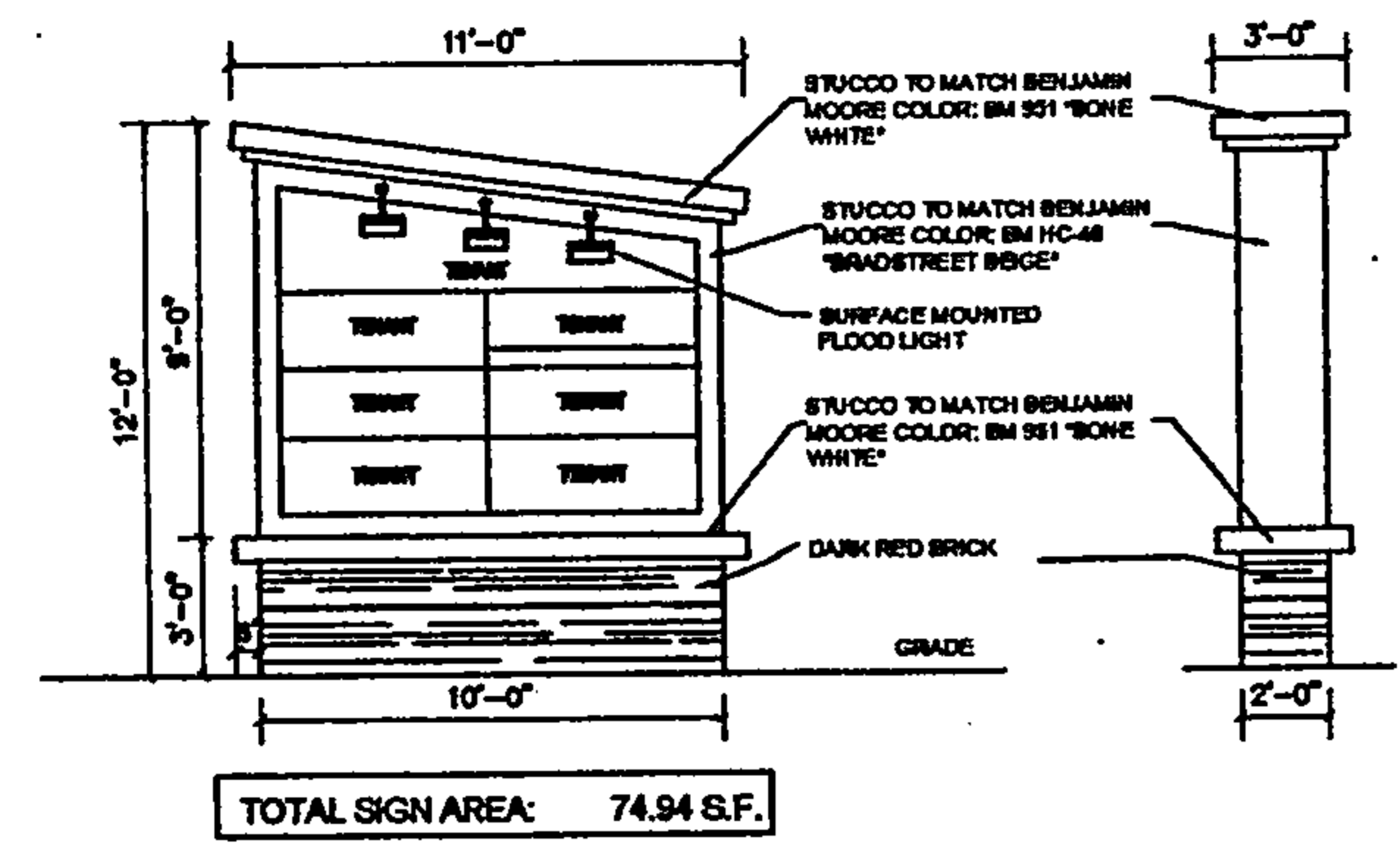
PROJECT MANAGER: George Rainhart, AIA  
JOB NO.: 080  
DRAWN BY: NAH

SHEET TITLE: **Site Plan Details**

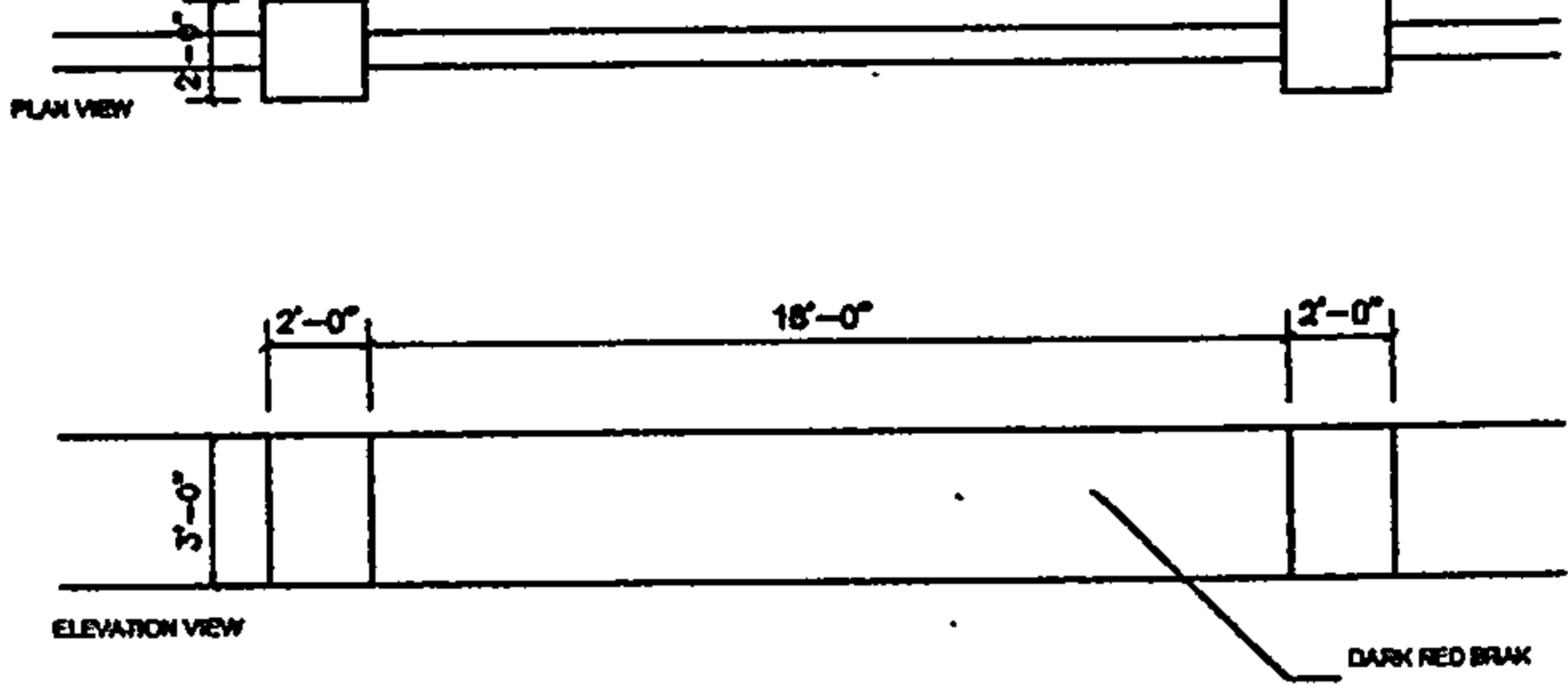


**GEORGE RAINHART, ARCHITECT AND ASSOCIATES P.C.**  
2325 SAN PEDRO NE., SUITE 2-B  
ALBUQUERQUE, NEW MEXICO 87110  
PHONE (505) 884-9110 FAX (505) 837-9877

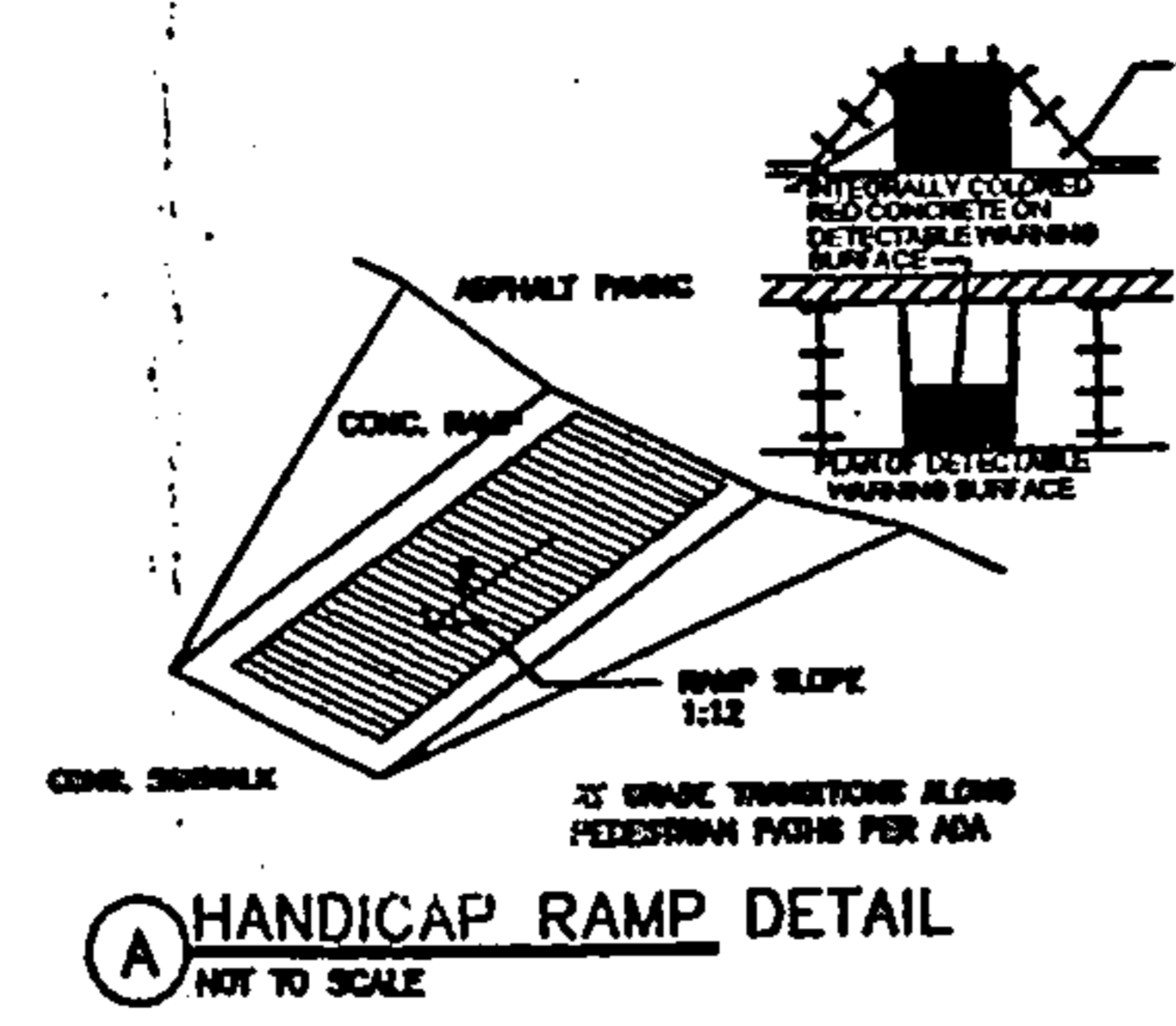
REV	DATE	BY	REVISION
1	12/1/07	NAH	CITY COMMENTS
2	8/2/07	NAH	CITY COMMENTS
3	8/1/07	NAH	CITY COMMENTS



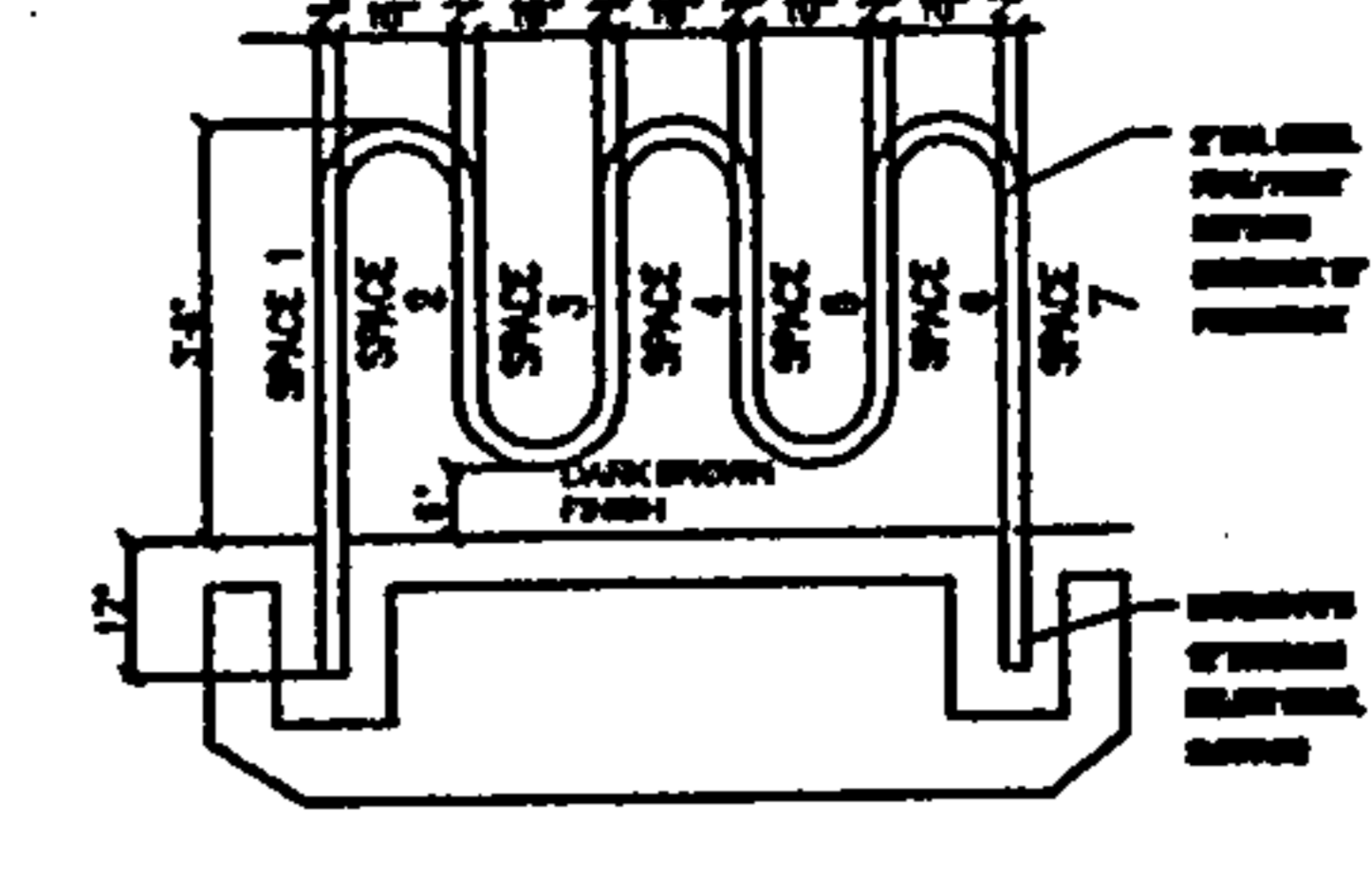
1 MONUMENT SIGN  
SCALE 1/4"=1'-0"  
UNSER BOULEVARD & VISTA ORIENTE STREET



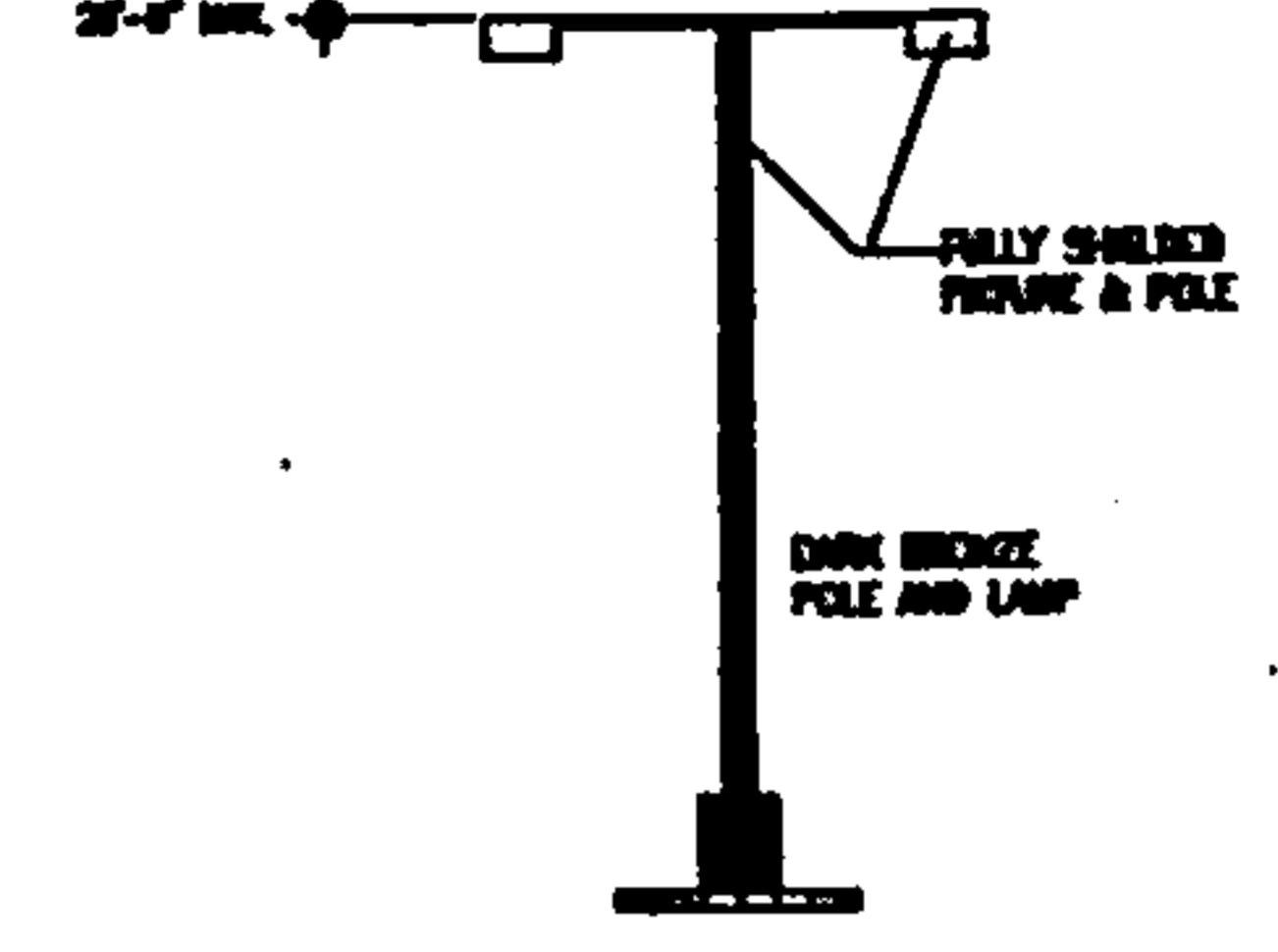
2 SCREEN WALL  
SCALE 1/4"=1'-0"



A HANDICAP RAMP DETAIL  
NOT TO SCALE



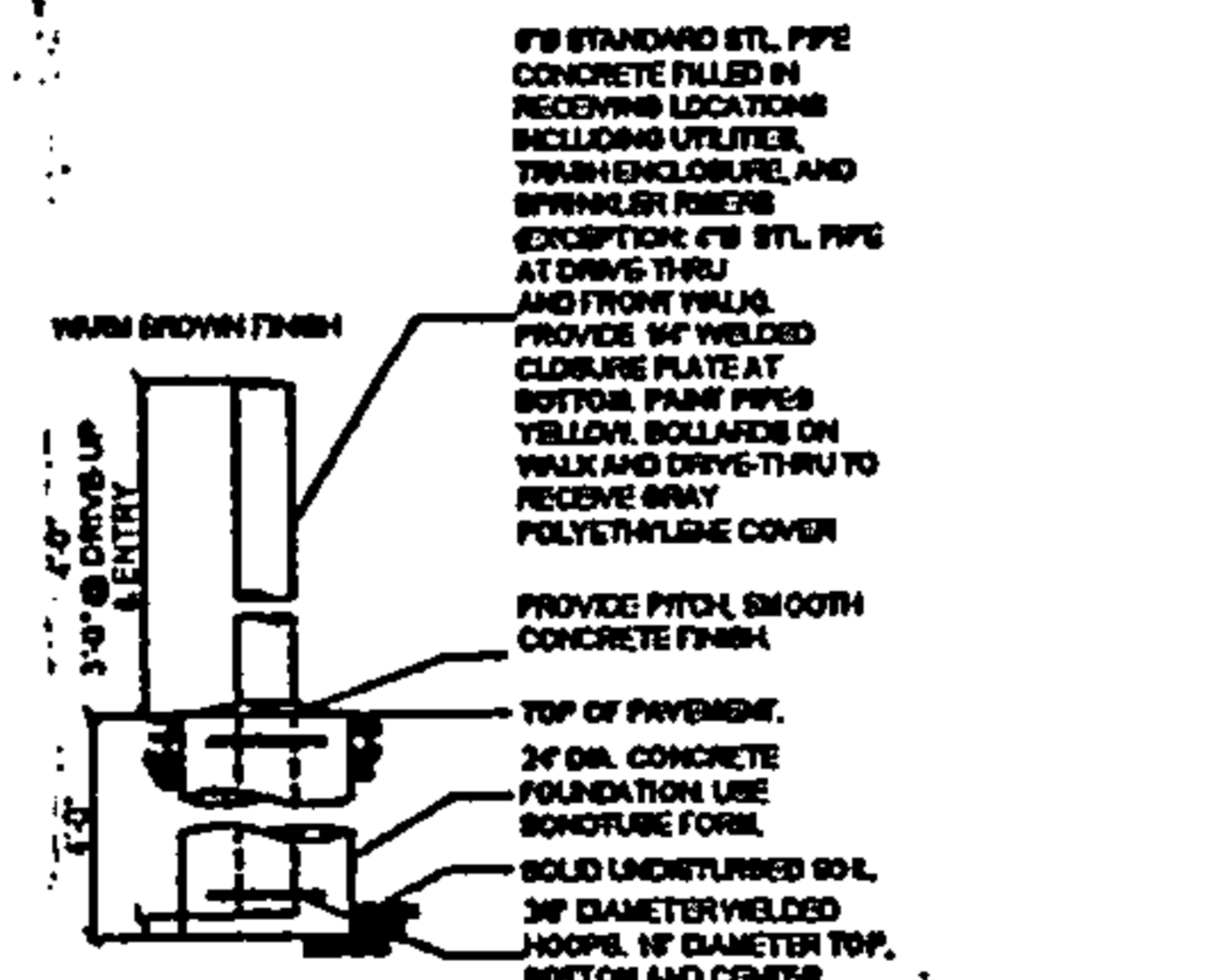
B BIKE RACK DETAIL  
NOT TO SCALE



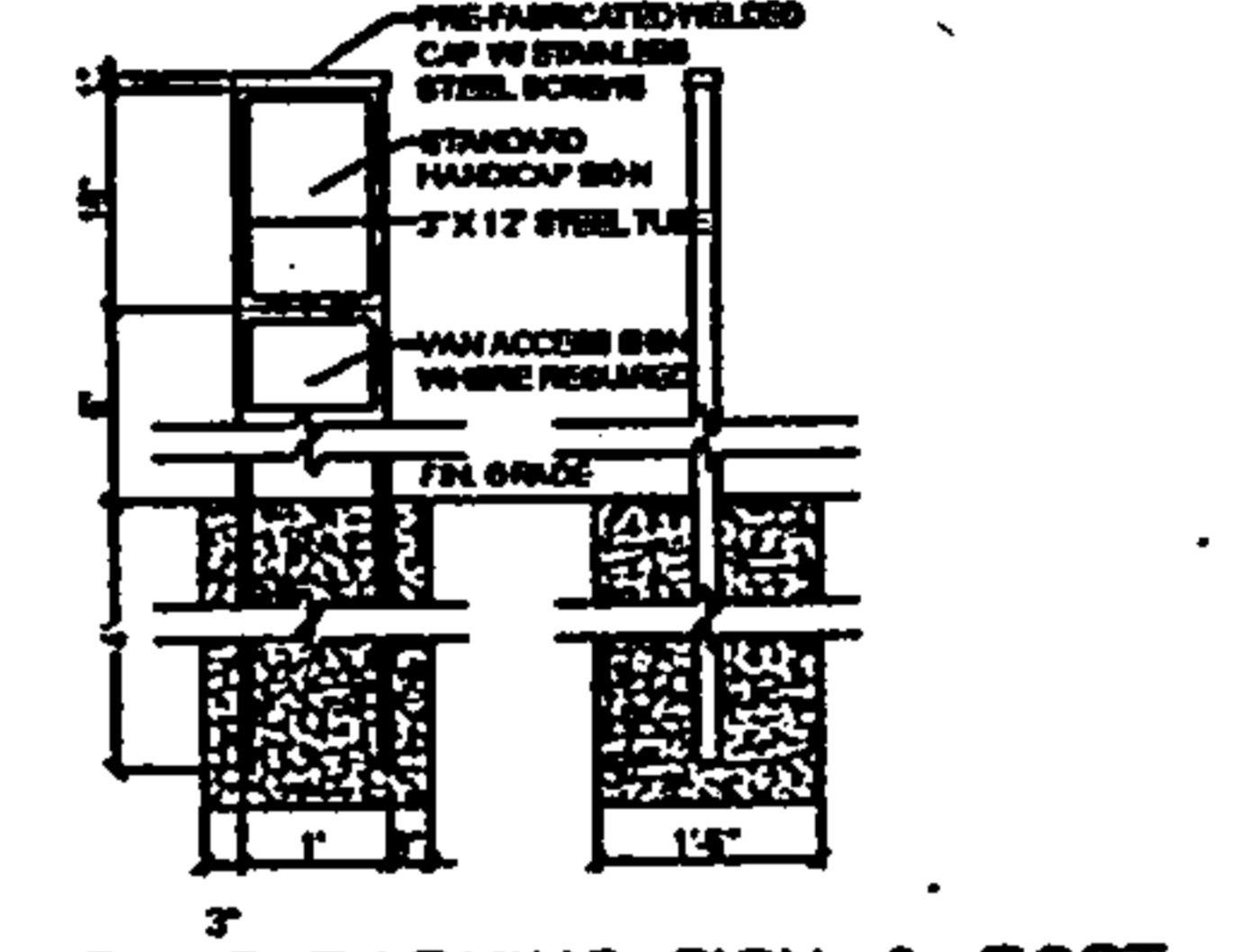
C SITE LIGHTING DETAIL  
NOT TO SCALE



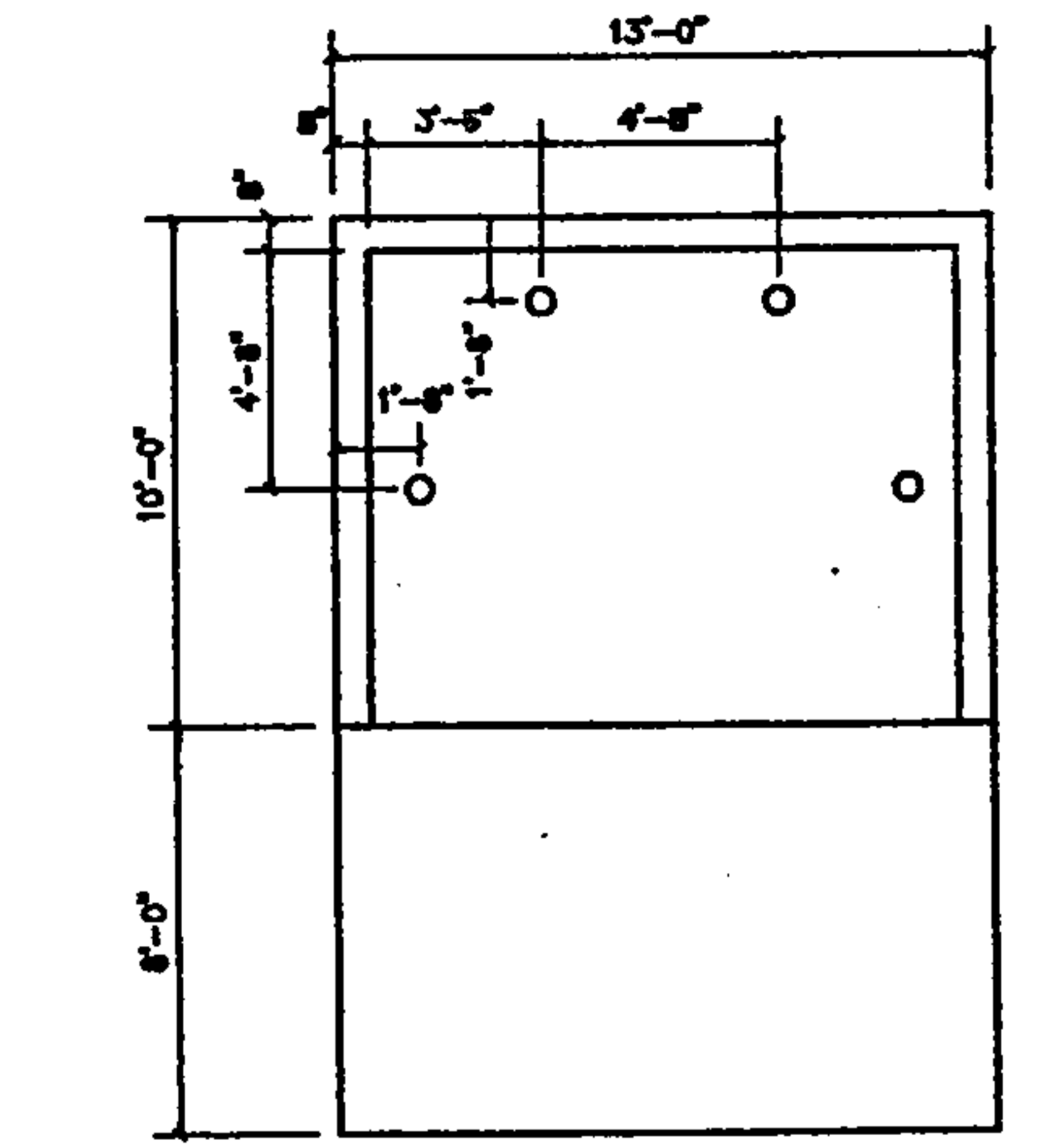
D TYPICAL BENCH  
NOT TO SCALE



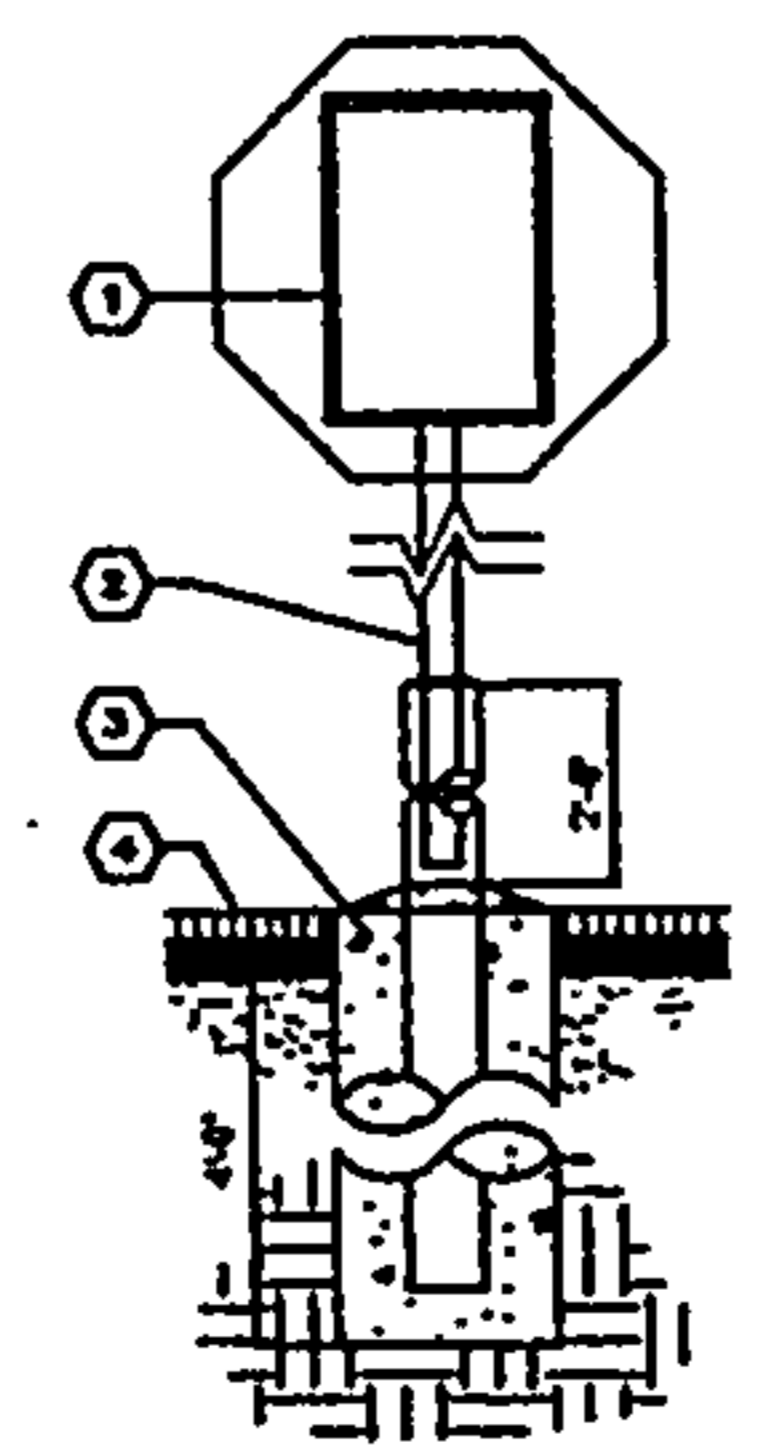
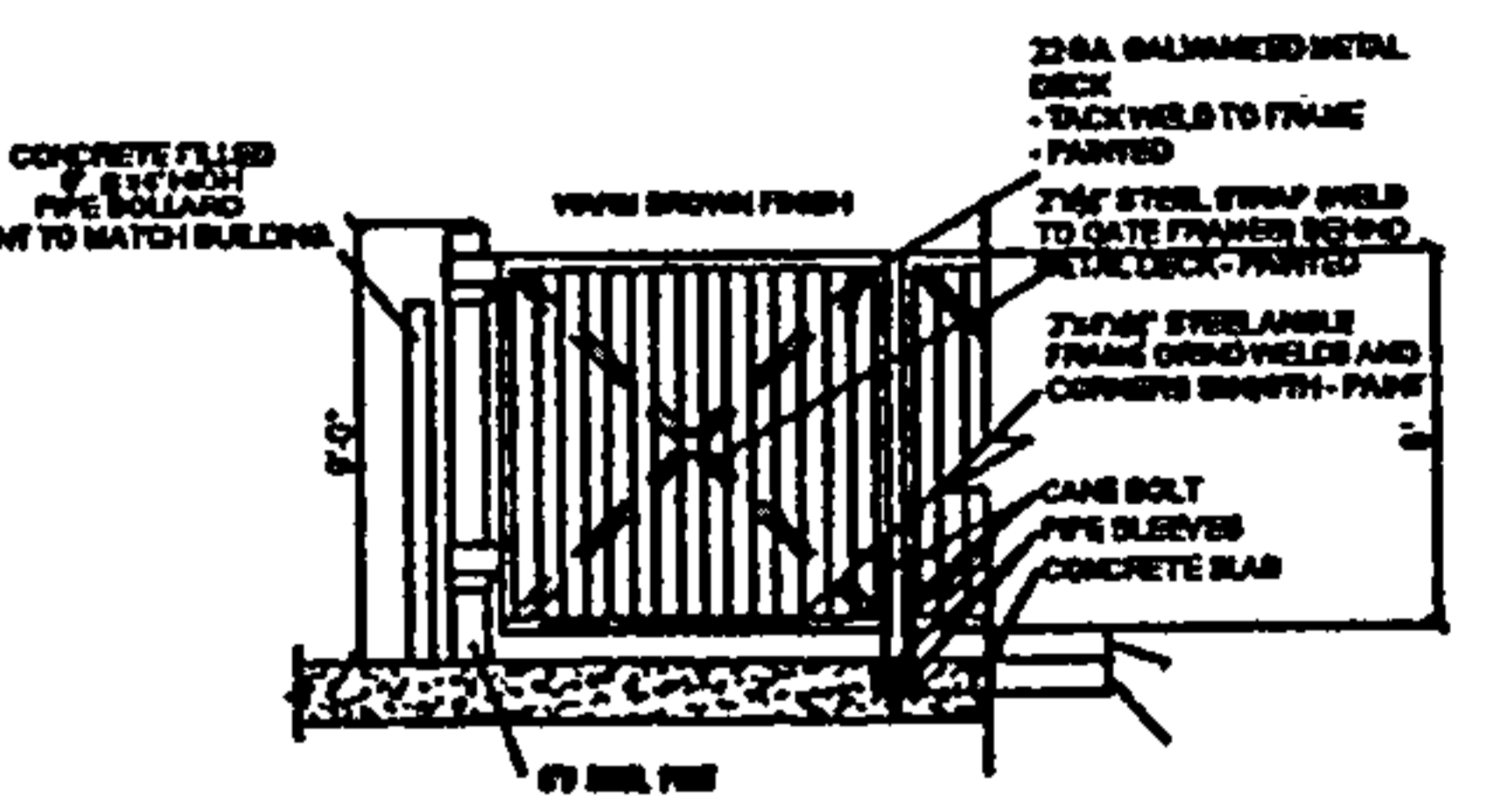
E TYPICAL BOLLARD  
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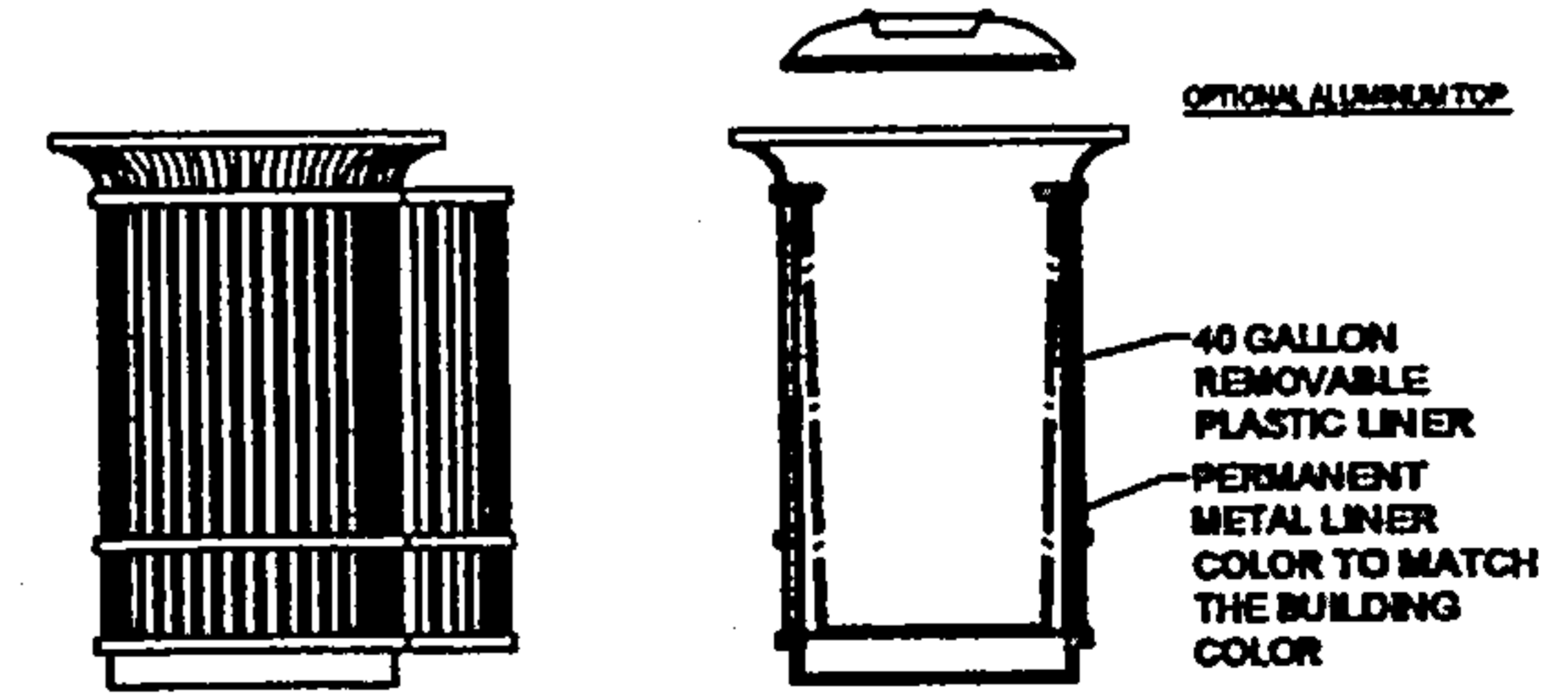
F HC PARKING SIGN & POST  
NOT TO SCALE



G COMPACTOR ENCLOSURE GATE  
NOT TO SCALE



H TRAFFIC DIRECTIONAL SIGN  
NOT TO SCALE



I TYPICAL TRASHCAN ENCLOSURE  
NOT TO SCALE

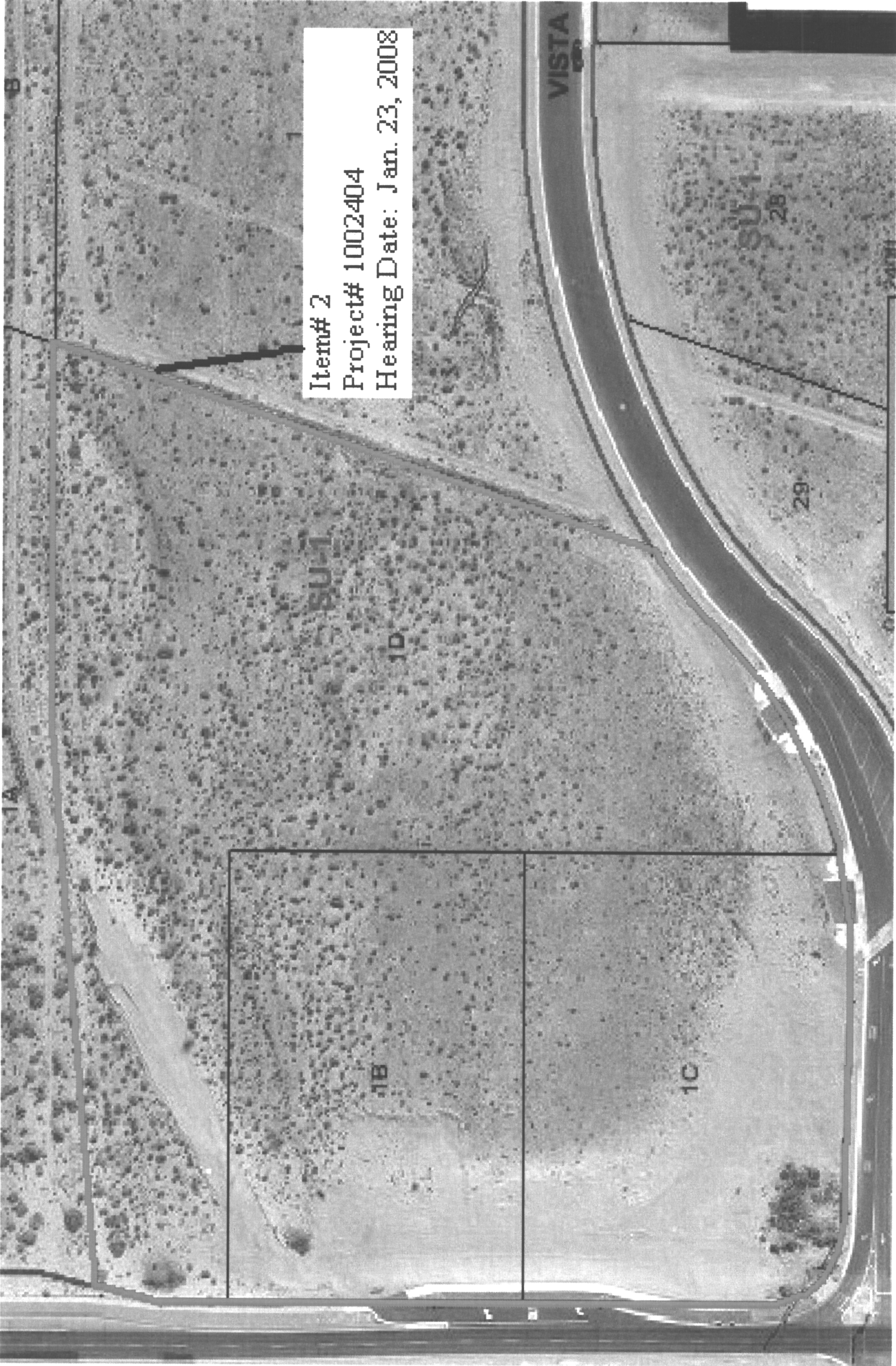
REV.	DATE	BY	REVISION
A	02/10/07	NAH	CITY COMMENTS
B	02/10/07	NAH	CITY COMMENTS
C	02/10/07	NAH	CITY COMMENTS
D	02/10/07	NAH	CITY COMMENTS

GEORGE RAINHART, ARCHITECT AND ASSOCIATES P.C.  
 2325 SAN PEDRO NE., SUITE 2-B  
 ALBUQUERQUE, NEW MEXICO 87110  
 PHONE (505) 884-9110 FAX (505) 837-9877



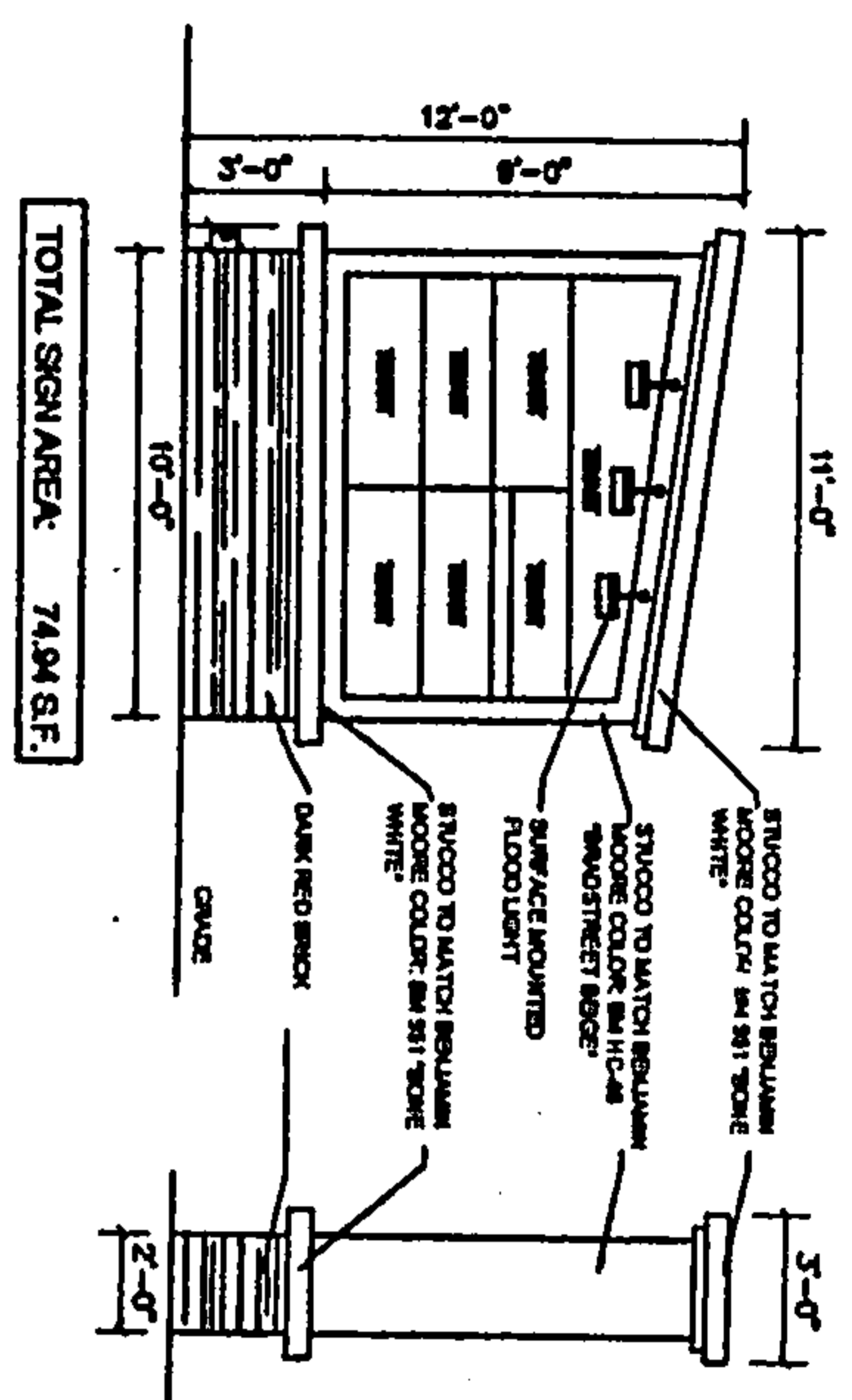
PROJECT TITLE <b>UNSER &amp; VISTA ORIENTE</b> NORTHWEST CORNER OF UNSER BLVD AND VISTA ORIENTE STREET ALBUQUERQUE, NM	DRAWN BY NAH
CLIENT UNSER & ASSOCIATES 10000 N. GARDNER DENVILLE, VA	DATE 02/10/07
SCALE	<b>AS.3</b>

Site Plan Details

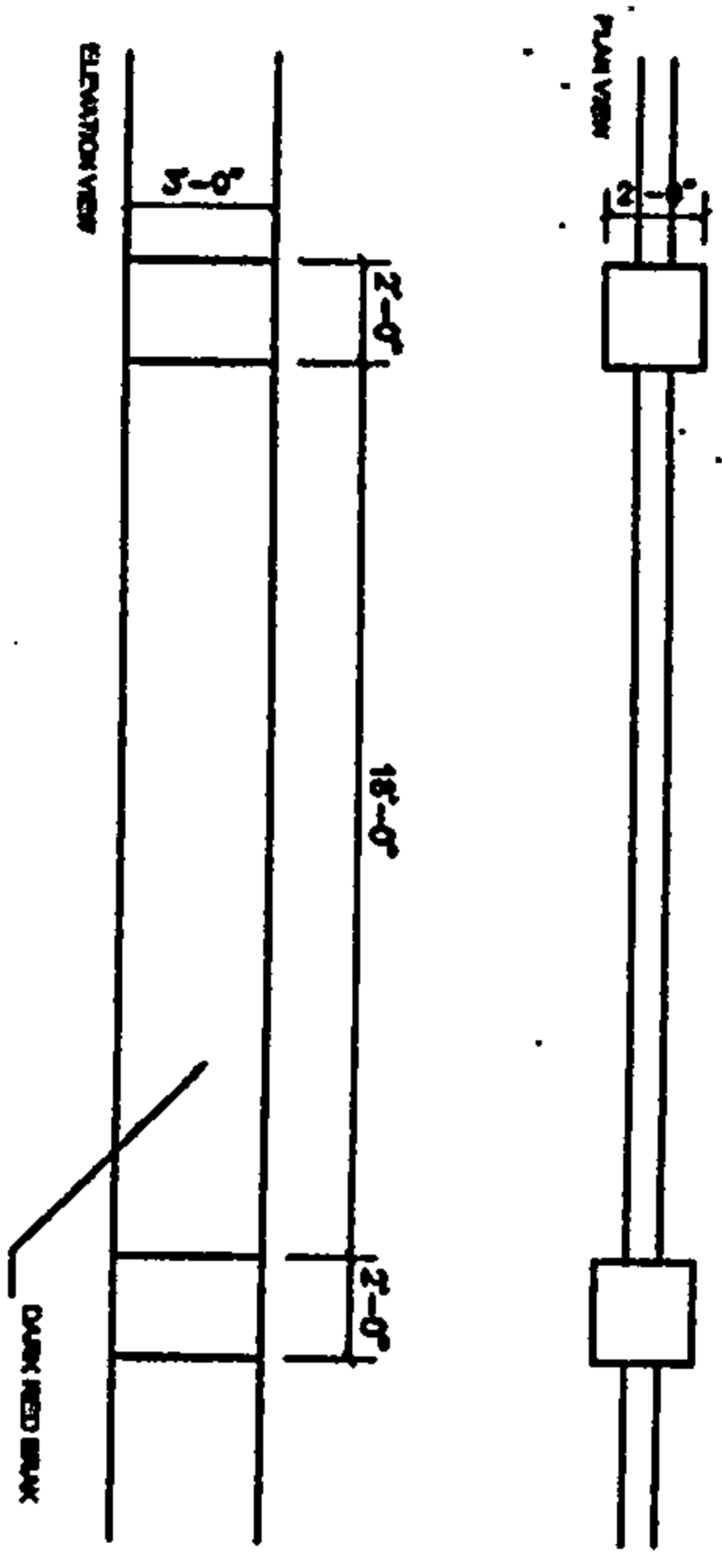


Item# 2  
Project# 1002404  
Hearing Date: Jan. 23, 2008

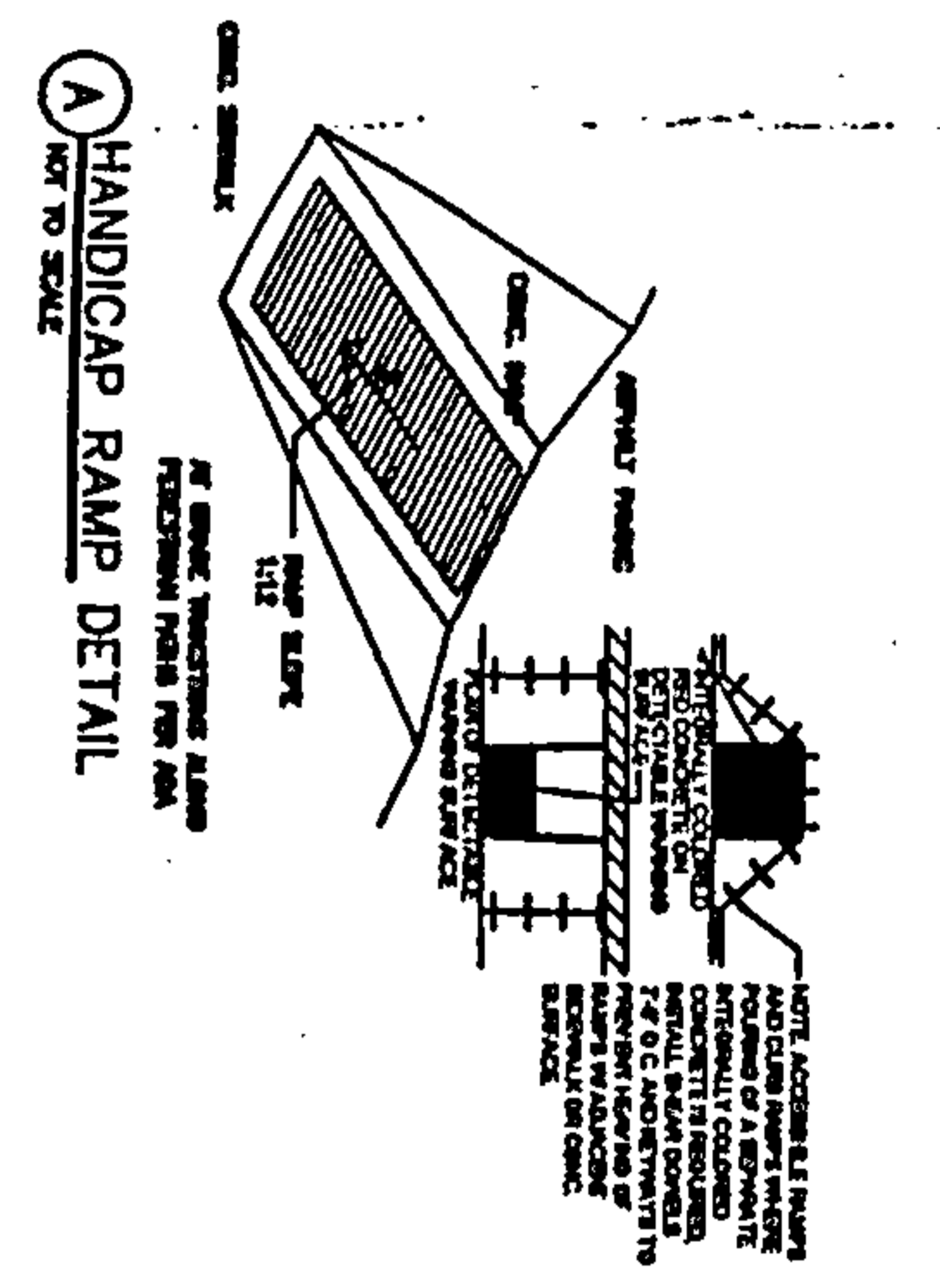
AS.3



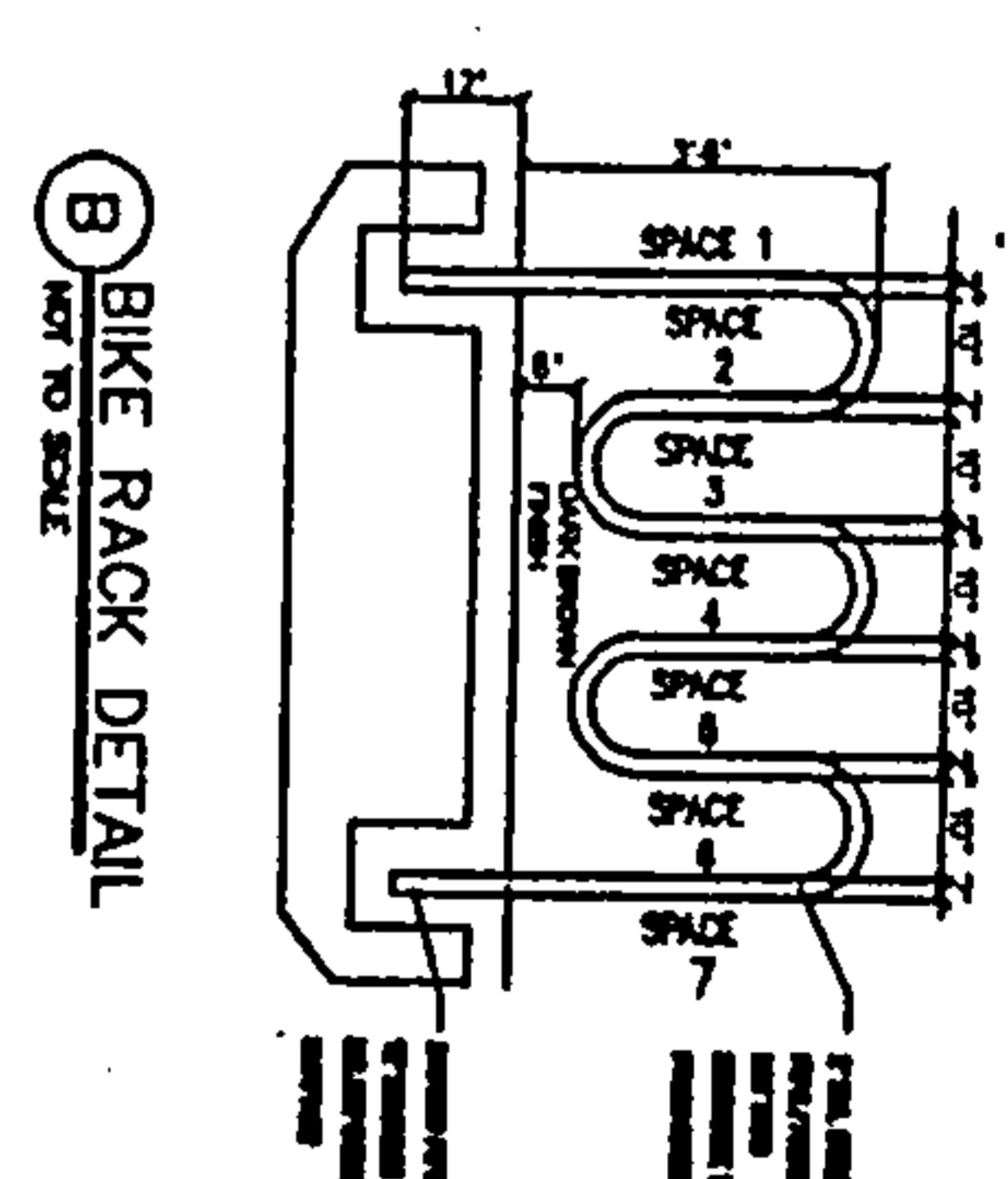
1 MONUMENT SIGN  
UNSER BOULEVARD &  
VISTA ORIENTE STREET  
TOTAL SIGN AREA: 74.94 SF.



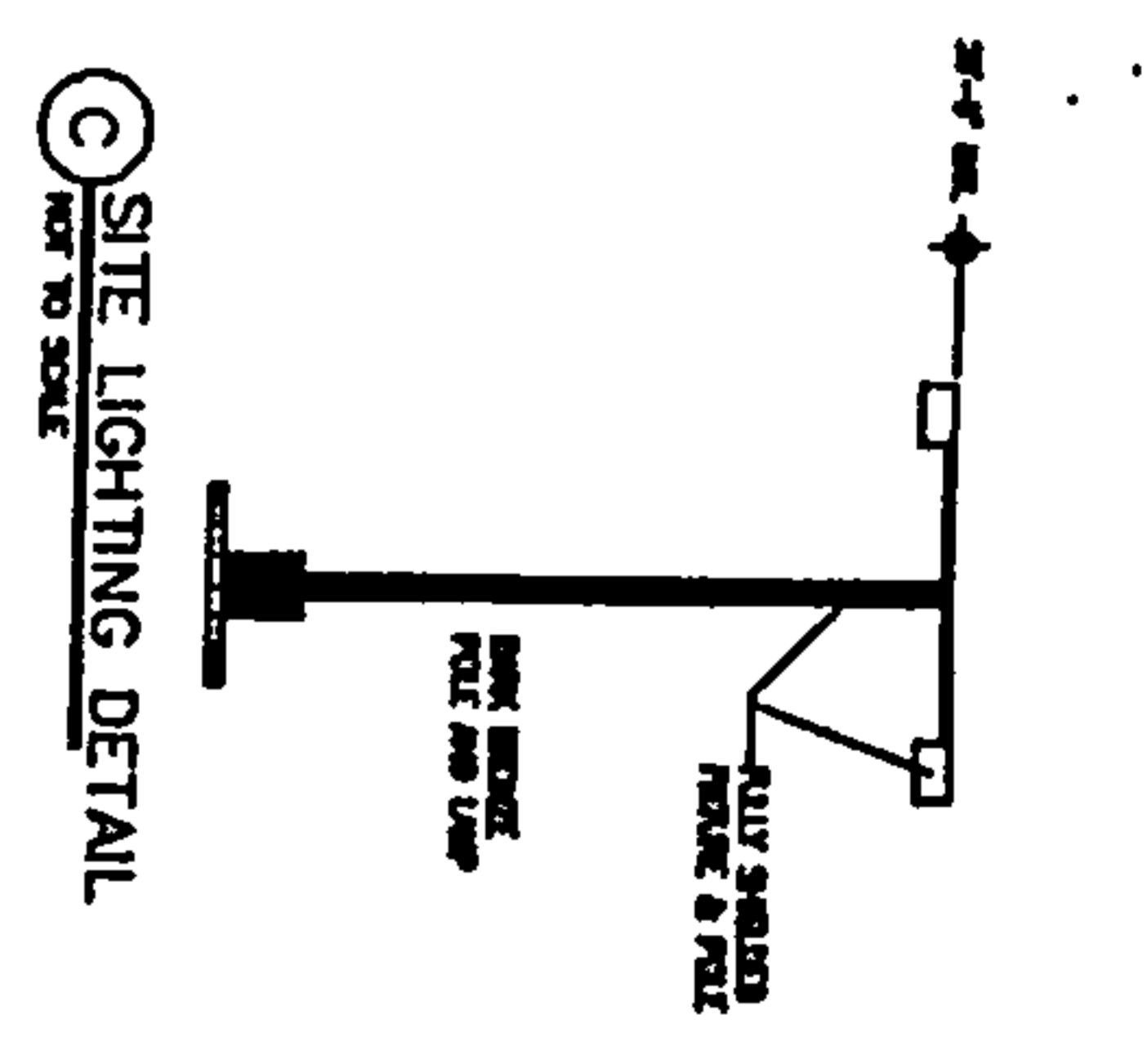
2 SCREEN WALL



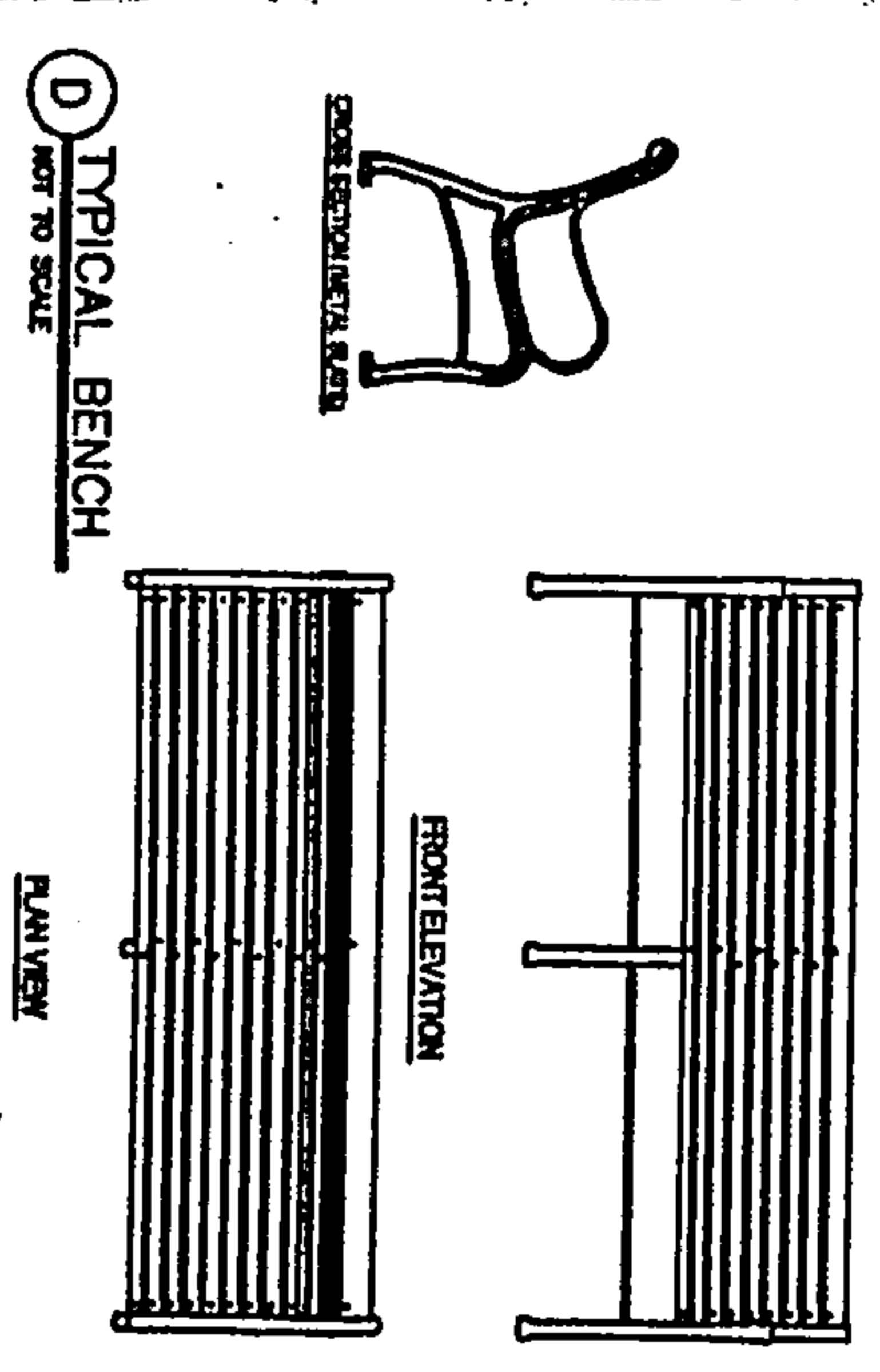
A HANDICAP RAMP DETAIL  
NOT TO SCALE



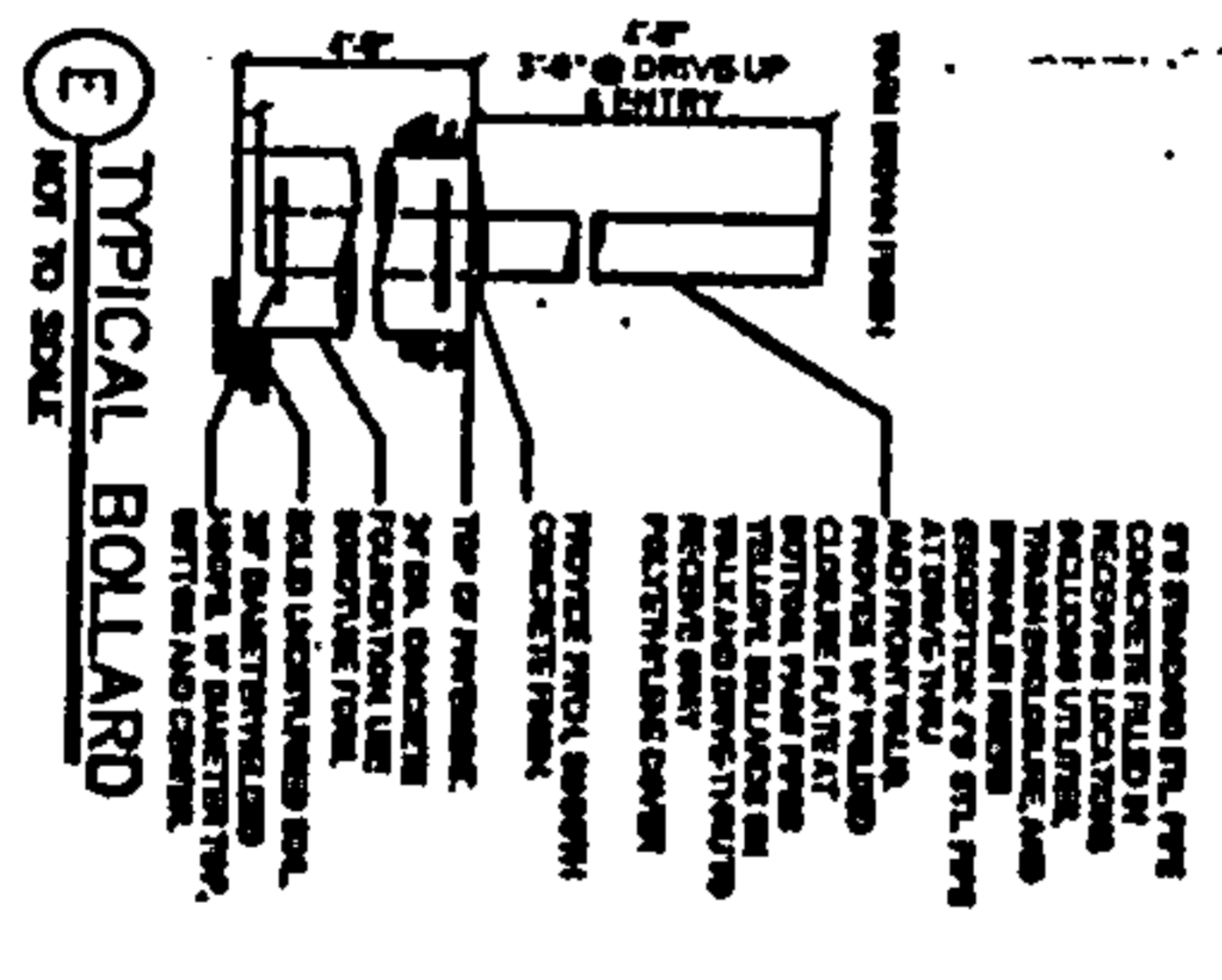
B BIKE RACK DETAIL  
NOT TO SCALE



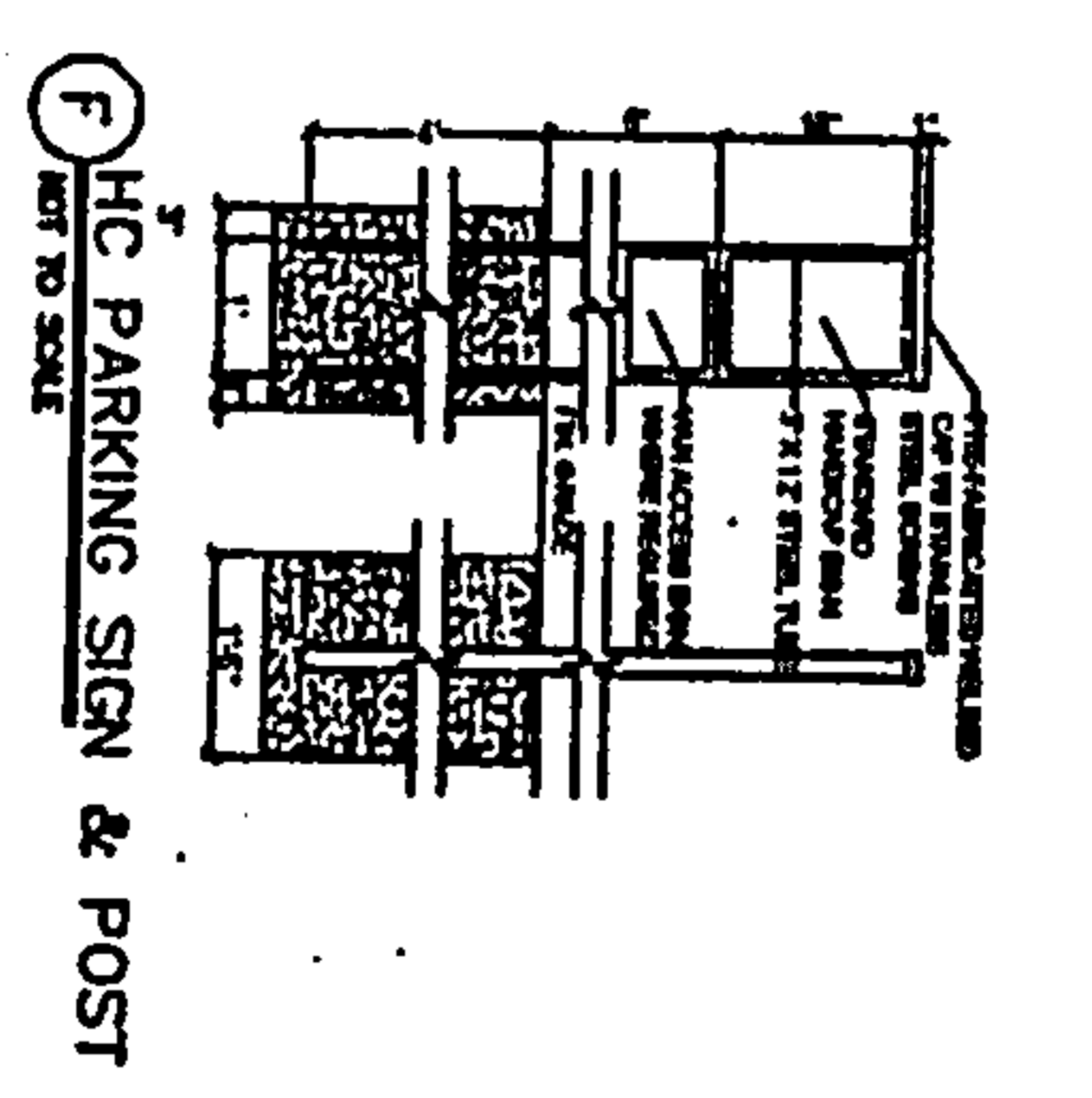
C SITE LIGHTING DETAIL  
NOT TO SCALE



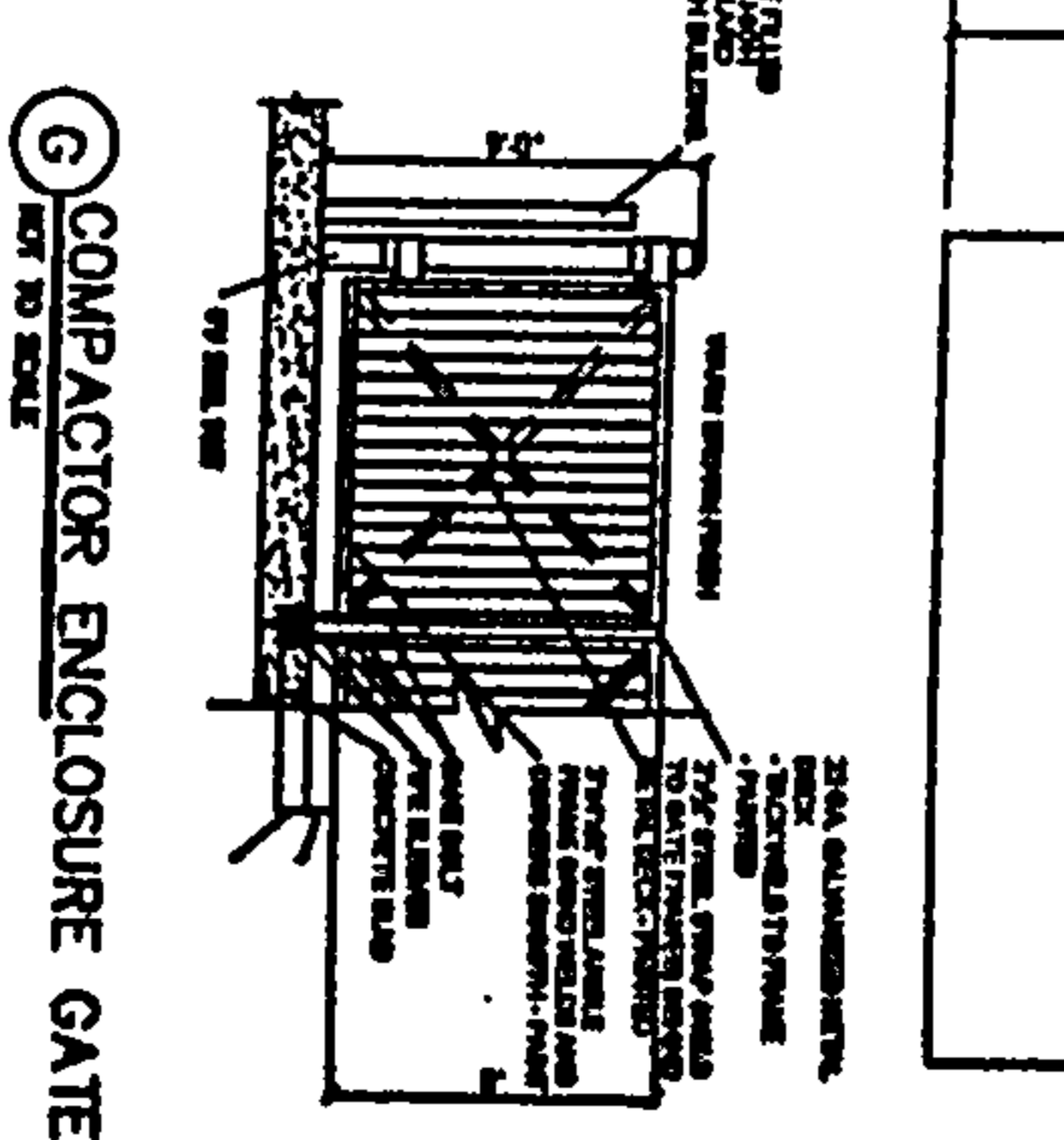
D TYPICAL BENCH  
NOT TO SCALE



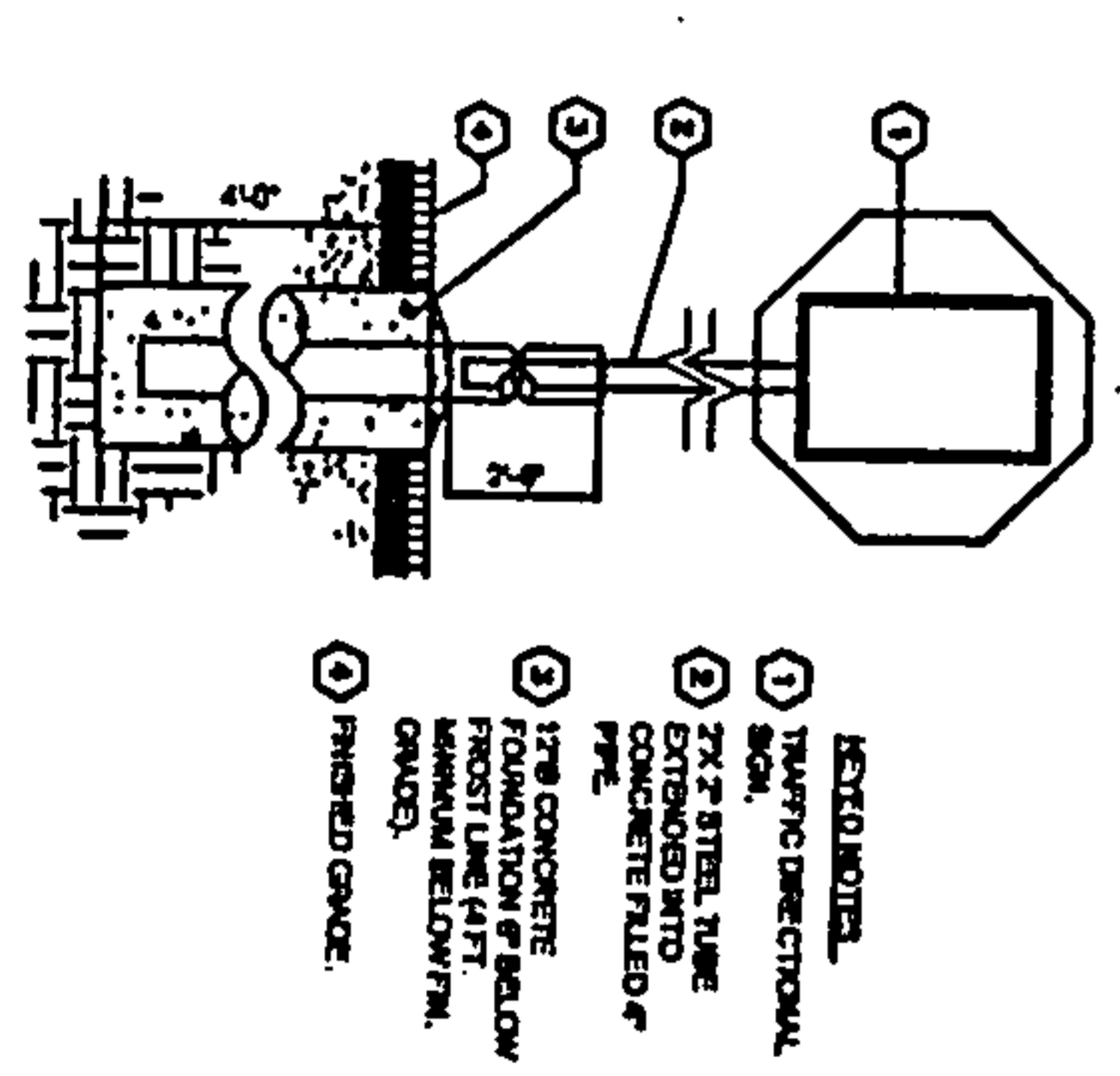
E TYPICAL BOLLARD  
NOT TO SCALE



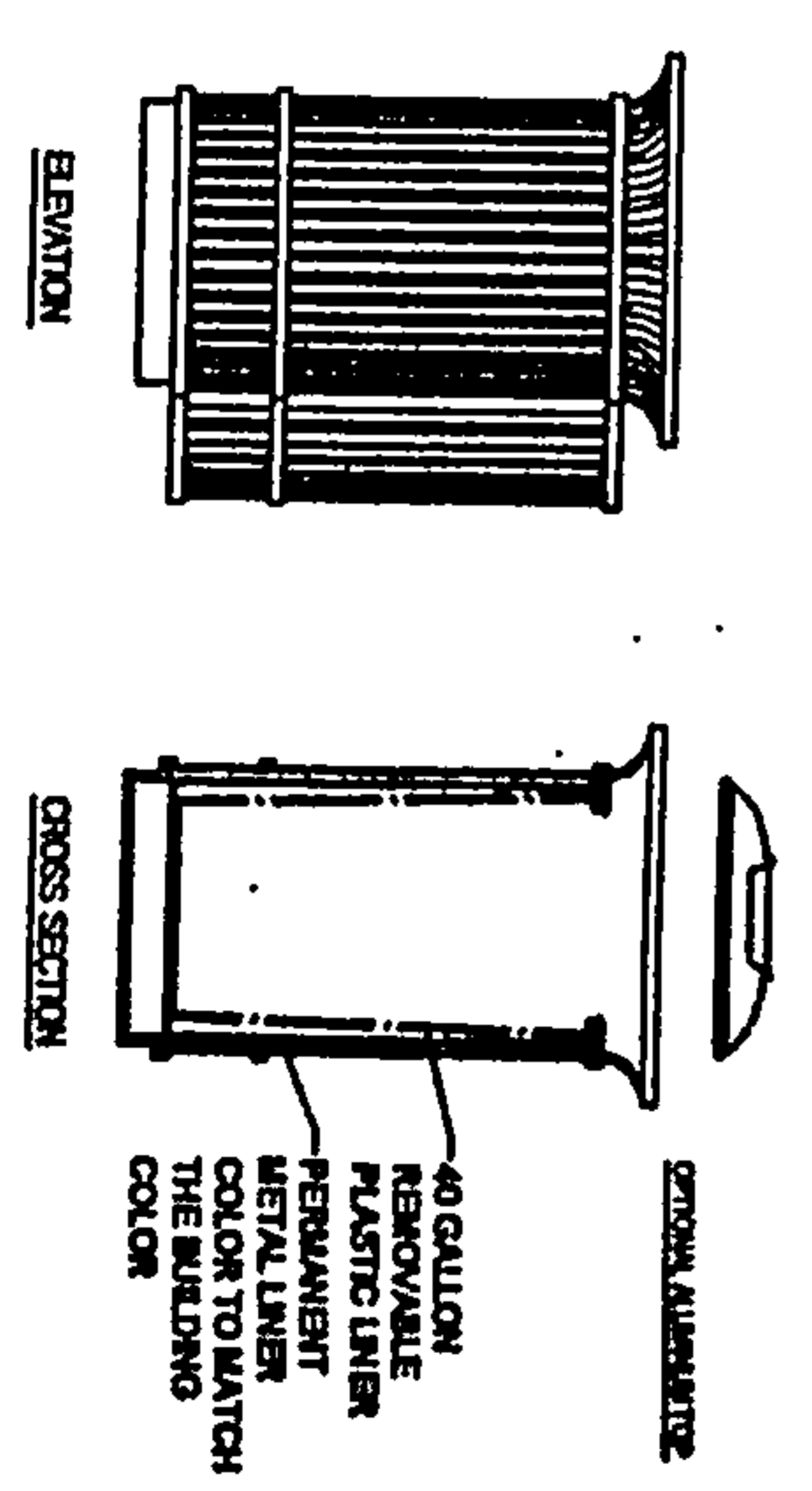
F HC PARKING SIGN & POST  
NOT TO SCALE



G COMPACTOR ENCLOSURE GATE  
NOT TO SCALE



H TRAFFIC DIRECTIONAL SIGN  
NOT TO SCALE



I TYPICAL TRASHCAN ENCLOSURE  
NOT TO SCALE

REV	DATE	BY	REVISION
1	12/1/07	NAH	CITY COMMENTS
2	8/2/07	NAH	CITY COMMENTS
3	8/1/07	NAH	CITY COMMENTS

GEORGE RAINHART, ARCHITECT AND ASSOCIATES P.C.  
2325 SAN PEDRO NE., SUITE 2-B  
ALBUQUERQUE, NEW MEXICO 87110  
PHONE (505) 884-9110 FAX (505) 837-8877



PROJECT TITLE  
**UNSER & VISTA ORIENTE**  
NORTHEAST CORNER OF UNSER BLVD AND VISTA ORIENTE STREET  
ALBUQUERQUE, NM

PROJECT MANAGER  
George Rainhart, AIA

JOB NO.  
0888

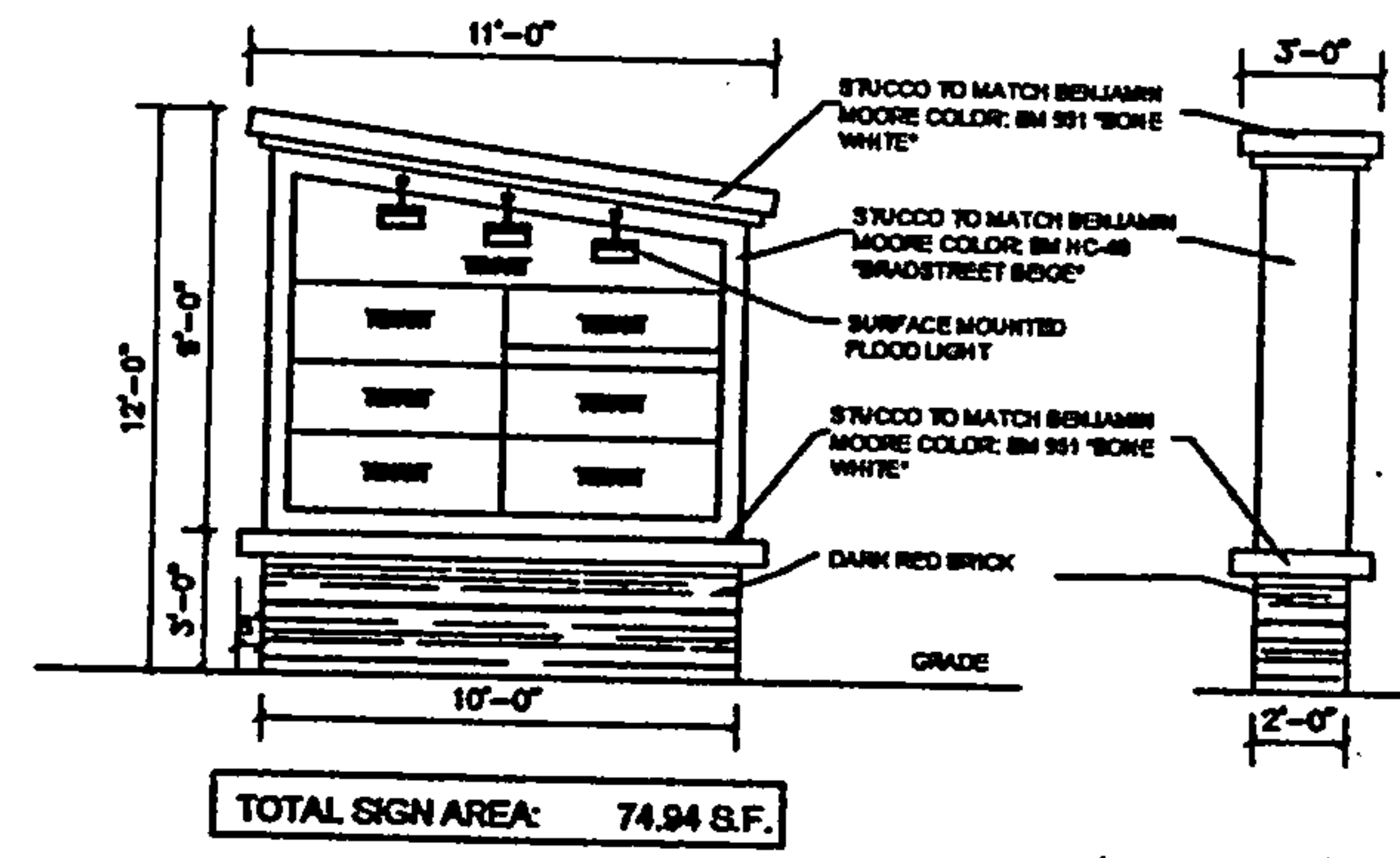
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NAH

DATE  
12/1/07

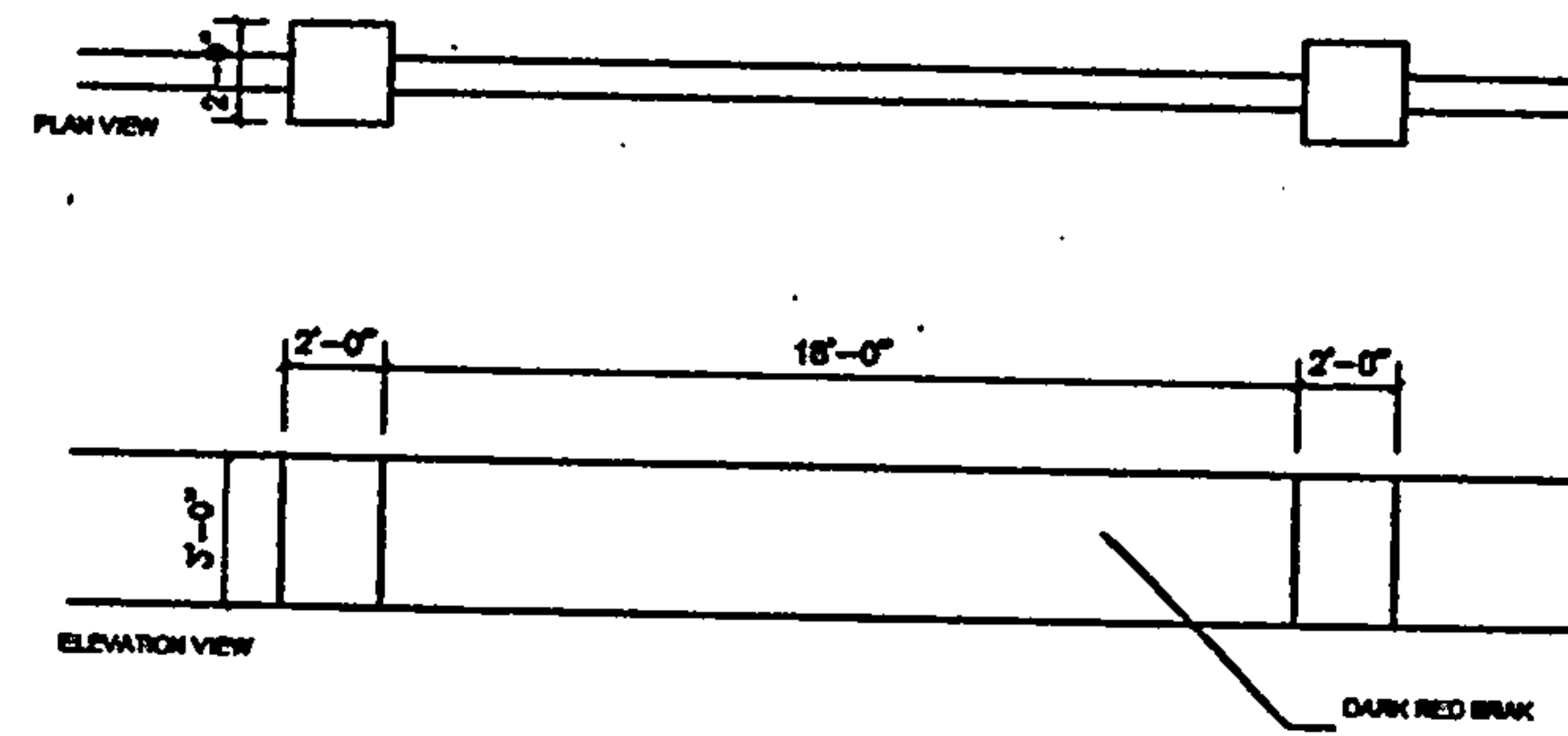
SCALE  
**AS.3**

SHEET TITLE  
**Site Plan Details**

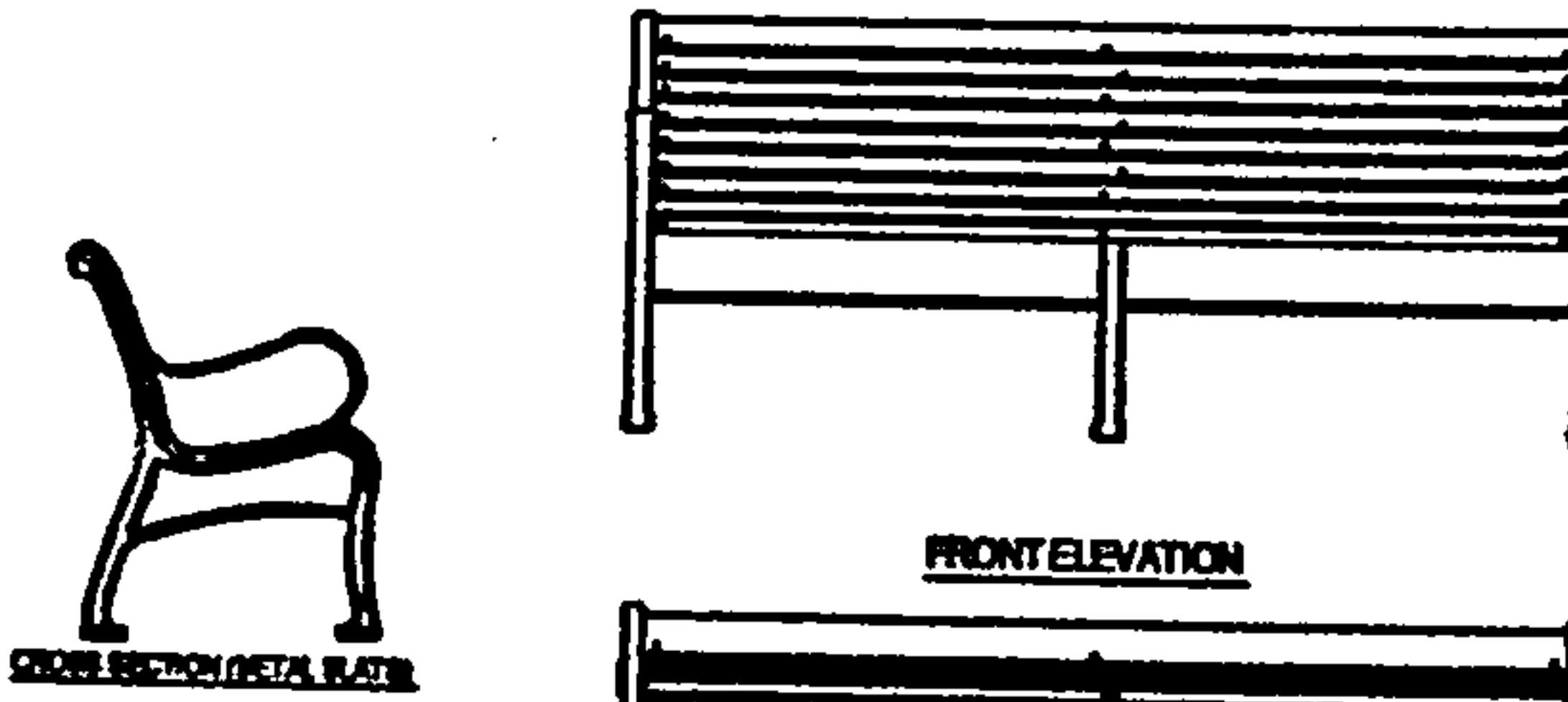
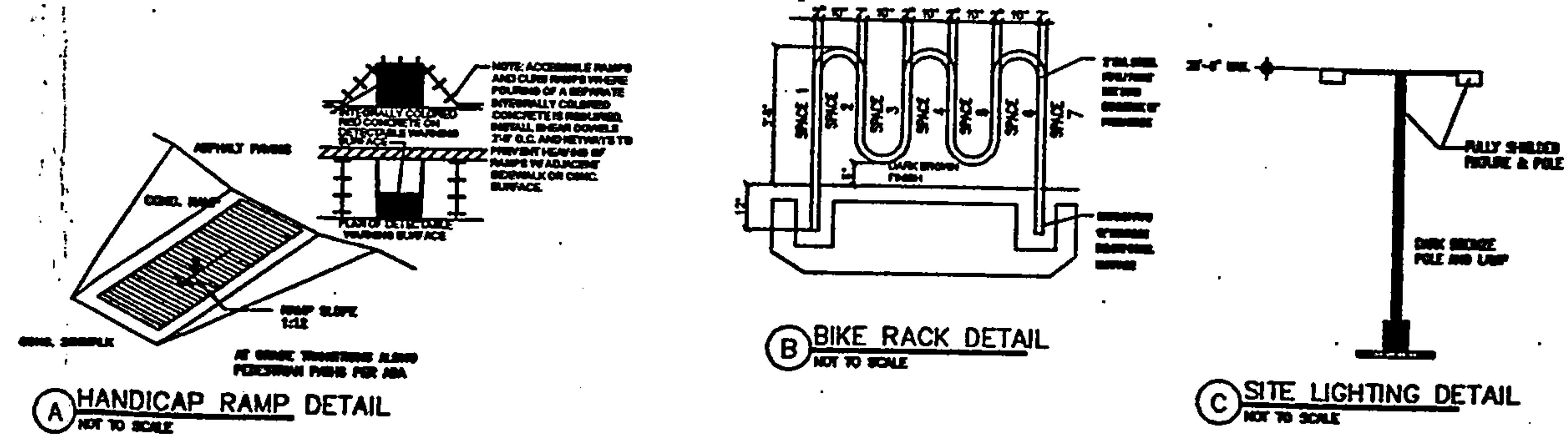
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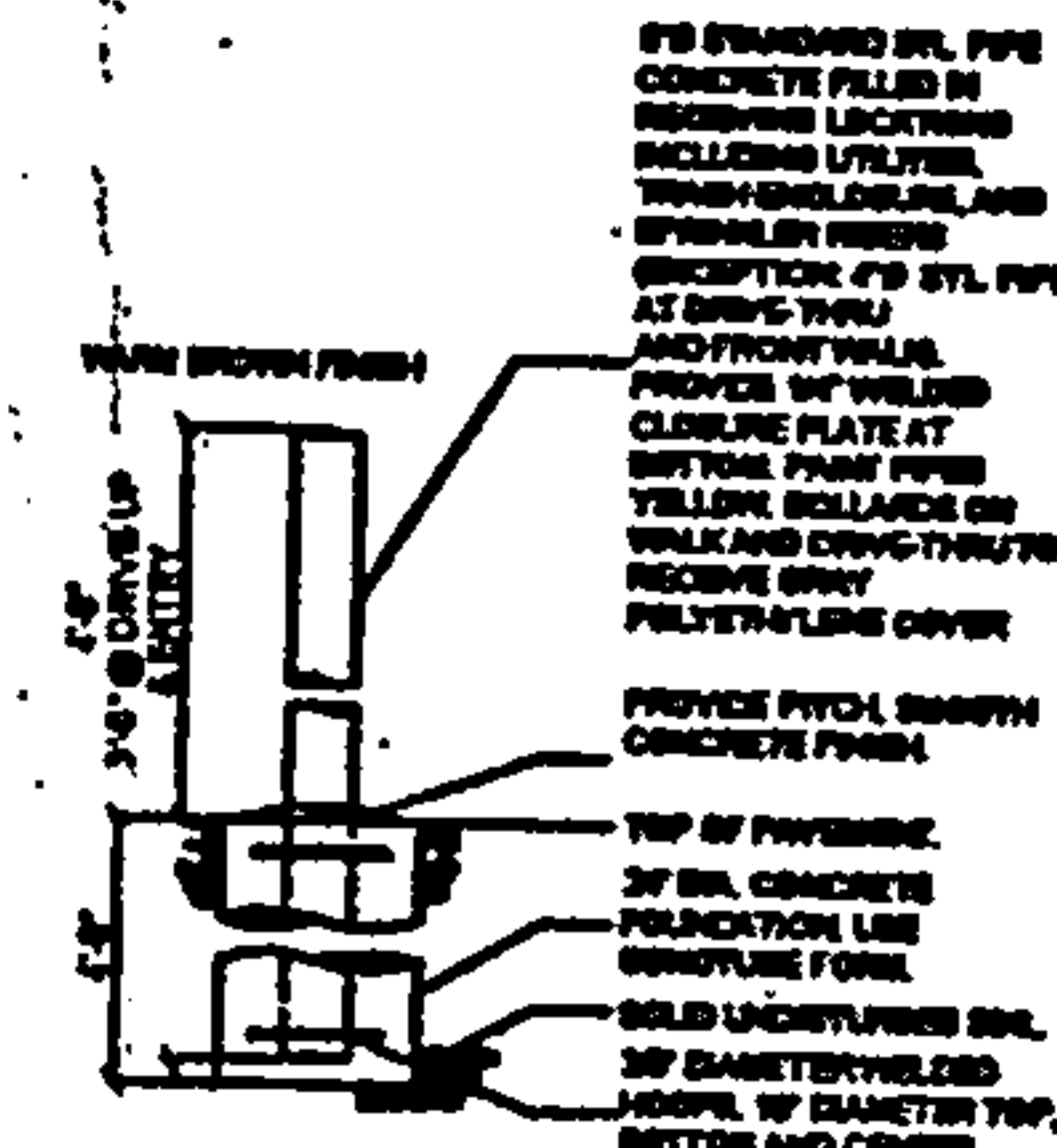
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 UNSER BOULEVARD &  
 VISTA ORIENTE STREET



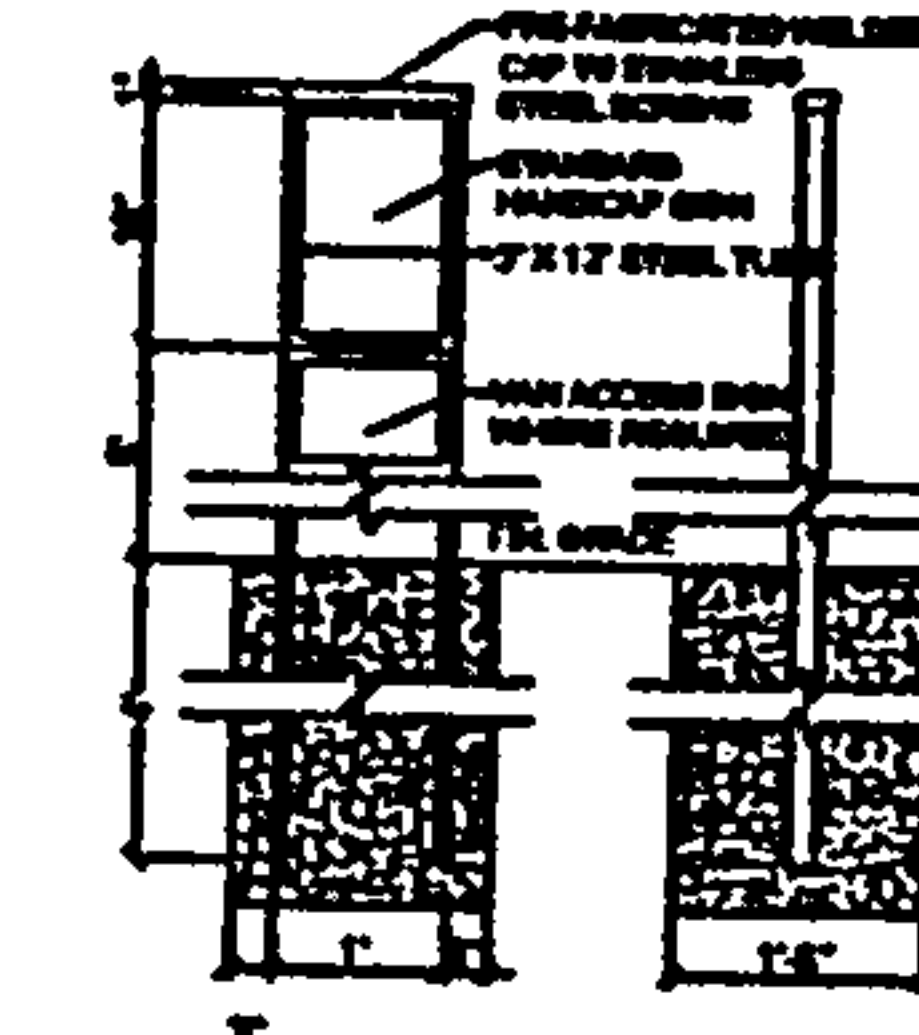
**2 SCREEN WALL**



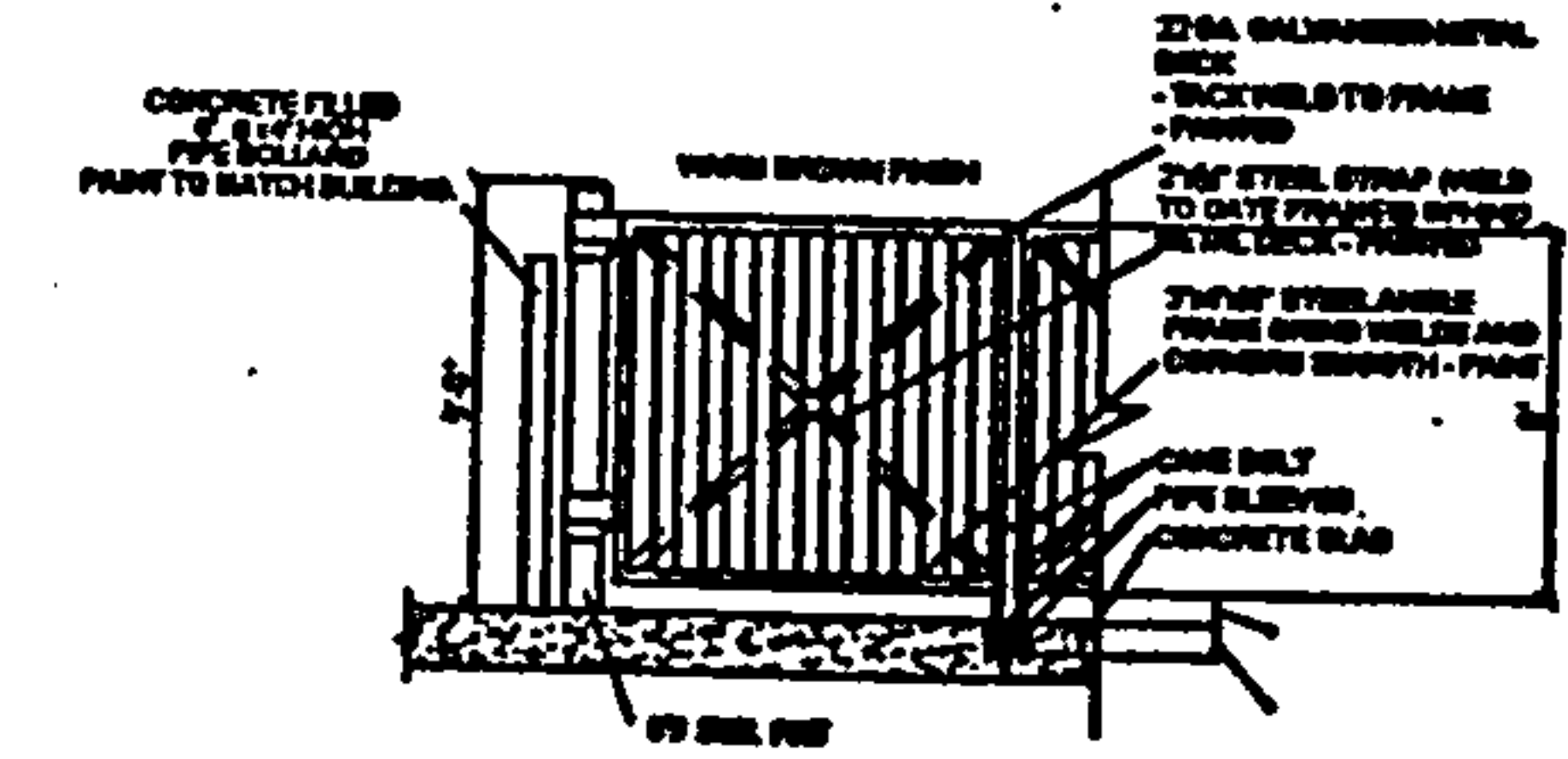
**D TYPICAL BENCH**  
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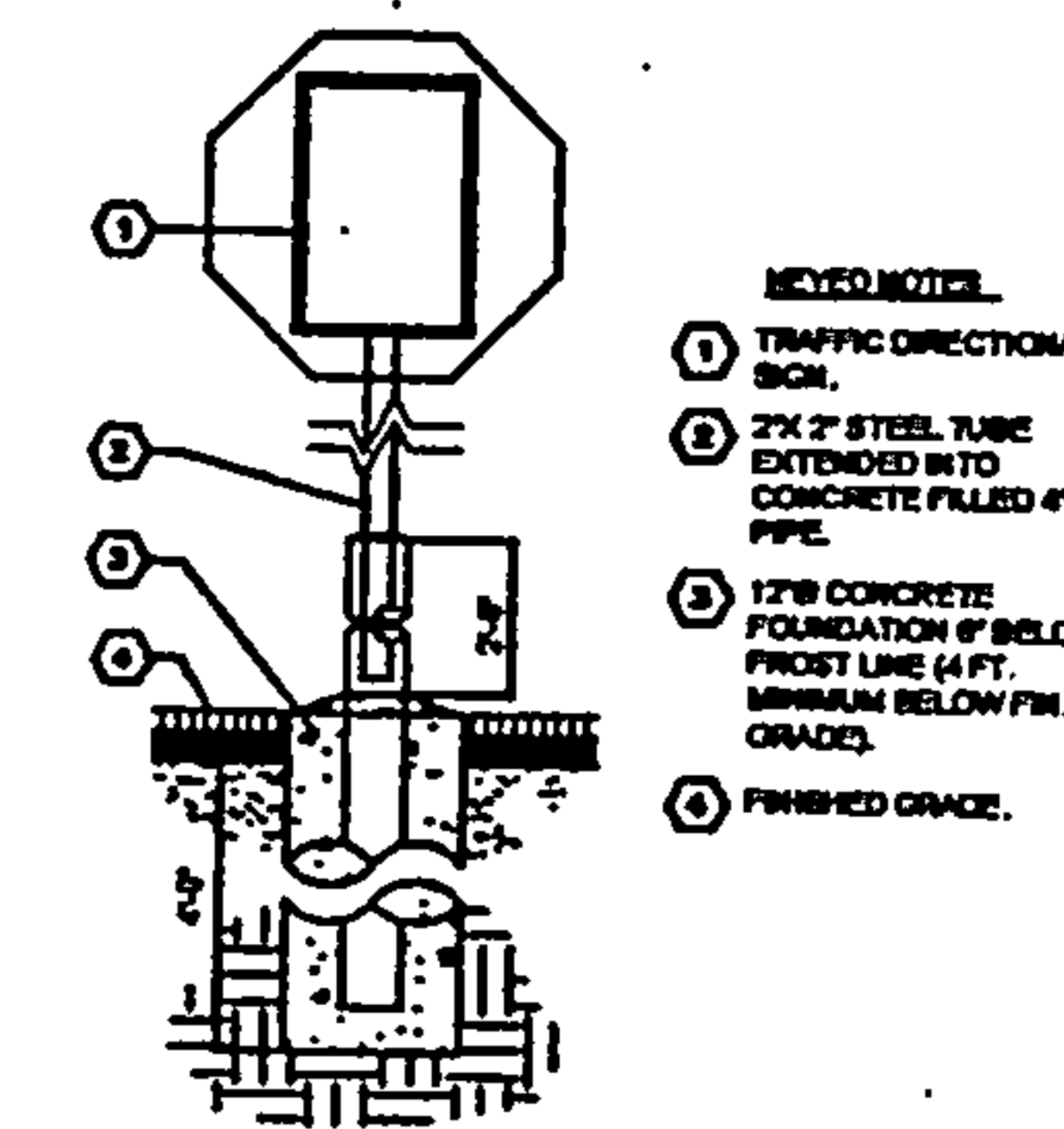
**E TYPICAL BOLLARD**  
 NOT TO SCALE



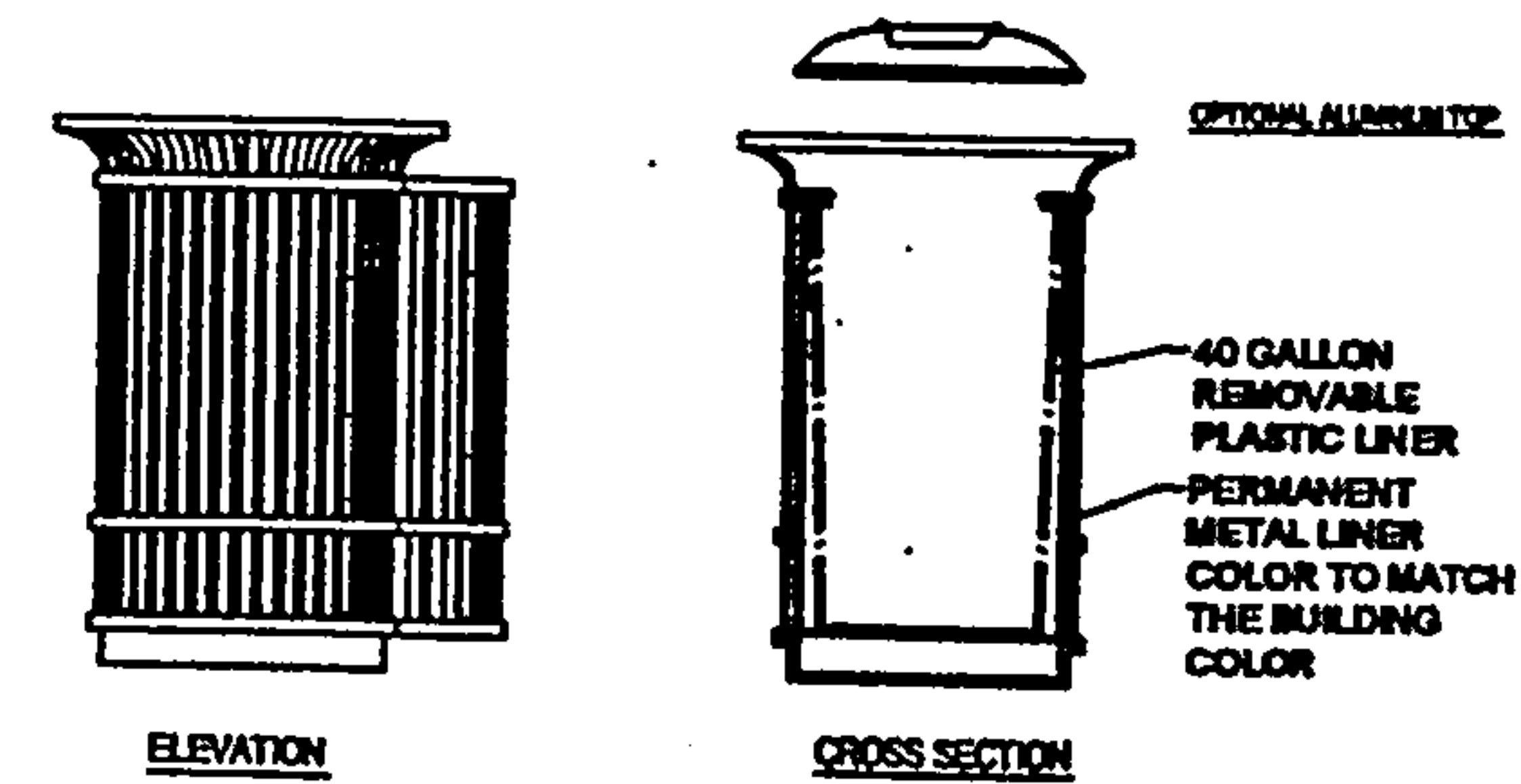
**F HC PARKING SIGN & POST**  
 NOT TO SCALE



**G COMPACTOR ENCLOSURE GATE**  
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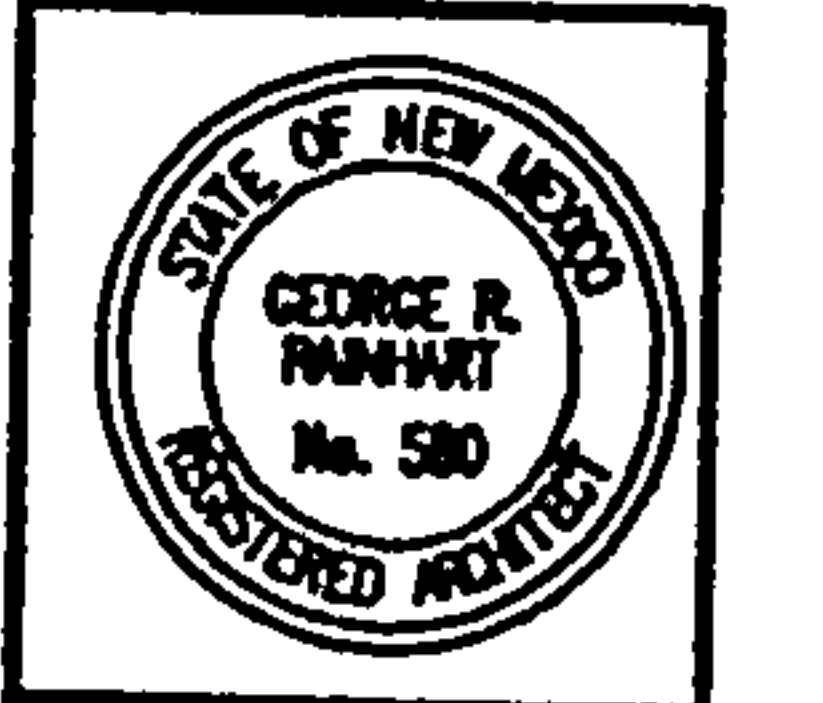
**H TRAFFIC DIRECTIONAL SIGN**  
 NOT TO SCALE



**I TYPICAL TRASHCAN ENCLOSURE**  
 NOT TO SCALE

REV	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**GEORGE RAINHART, ARCHITECT AND ASSOCIATES P.C.**  
 2325 SAN PEDRO NE., SUITE 2-B  
 ALBUQUERQUE, NEW MEXICO, 87110  
 PHONE (505) 884-9110 FAX (505) 837-9877



**UNSER & VISTA ORIENTE**  
 NORTHWEST CORNER OF UNSER BLVD AND VISTA ORIENTE STREET  
 ALBUQUERQUE, NM  
 PROJECT MANAGER: George Rainhart  
 ARCHITECT: George Rainhart  
 DATE: 10/11/04  
 SHEET TITLE: Site Plan Details

DATE: 10/11/04  
 SCALE: AS.3