

DRB CASE ACTION LOG

REVISED 9/28/05

(PREL & FINAL)

Completed
5/24/07
[Signature]

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.: <u>07DRB-00485 (P&F)</u>	Project # <u>1002478</u>
Project Name <u>BLUE SKY BUSINESS PARK</u>	
Agent: <u>SURVEYS SOUTHWEST LTD</u>	Phone No.: <u>998-0303</u>

Your request for (SDP for SUB), (SDP for BP), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on 4/19/07 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): record.
 AMAFCA's signature.

- 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.**

OK

Project Number 1002478



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

January 20, 2010

Project# 1002478
10DRB-70009 MINOR - TEMP DEFR SWDK CONST

PASEO PARTNER SHIP, LLC agent(s) for PASEO PARTNER SHIP, LLC request(s) the above action(s) for all or a portion of Tract(s) 4, **VISTA DEL** zoned M-2, located on PASEO DEL NORTE BETWEEN JEFFERSON AND EDITH (D-16)

At the January 20, 2010 Development Review Board meeting, the two year extension to the four-year agreements for the deferral of sidewalks were approved.

If you wish to appeal this decision, you must do so by February 4, 2010 in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision.

The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).


Jack Cloud, AICP, DRB Chair

Cc: Paseo Partnership LLC – 6116 Buffalo Grass NE – Albuquerque, NM 87111
Marilyn Maldonado
file

CITY OF ALBUQUERQUE



CITY OF ALBUQUERQUE PLANNING DEPARTMENT HYDROLOGY DEVELOPMENT SECTION

DEVELOPMENT REVIEW BOARD--SPEED MEMO

DRB CASE NO/PROJECT NO: 1002478

AGENDA ITEM NO: 8

SUBJECT:

SIA Extension

ACTION REQUESTED:

REV/CMT:0 APP:(x) SIGN-OFF:0 EXTN:0 AMEND:0

PO Box 1293

ENGINEERING COMMENTS:

The Hydrology Section has no objection to the extension request.

Albuquerque

NM 87103

RESOLUTION:

APPROVED ____; DENIED ____; DEFERRED ____; COMMENTS PROVIDED ____; WITHDRAWN

www.cabq.gov

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: January 20, 2010

PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
TRANSPORTATION SECTION

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO: 1002478

AGENDA ITEM NO: 8

SUBJECT:

SIA EXTENSION – SIDEWALK

ENGINEERING COMMENTS:

No adverse comments.

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: JANUARY 20, 2010

HEARINGS DATE 1/20/10 (TDS)



DRB CASE ACTION LOG

REVISED 10/08/07

(PRE/FINAL)

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.: 09DRB-70357 Project # 1002478
 Project Name: BLUE SKY BUSINESS PARK
 Agent: TIERRA LAND SURVEYS LLC Phone No.: _____

Your request was approved on 12-02-09 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): - AMAFCA signature
- delete R/W, call out Easement
- 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.

2478

DXF Electronic Approval Form

DRB Project Case #: 1002478

Subdivision Name: BLUE SKY BUSINESS PARK LOTS 2A & 3A

Surveyor: CHRISTOPHER A MEDINA

Contact Person: CHRISTOPHER A MEDINA

Contact Information: 792-0513

DXF Received: 12/8/2009

Hard Copy Received: 12/8/2009

Coordinate System: NMSP Grid (NAD 83)


Approved

12-8-2009
Date

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

AGIS Use Only
Copied fc 2478 to agiscov on 12/8/2009 Contact person notified on 12/8/2009

7. **Project# 1006606**
09DRB-70356 EPC APPROVED SDP
FOR BUILD PERMIT

MODULUS ARCHITECTS INC agent(s) for BURGER KING request(s) the above action(s) for all or a portion of Tract(s) B1-B, **VIDEO ADDTION** zoned C-2, located on EUBANKS SE BETWEEN SOUTHERN BLVD SE AND CENTRAL AVE SE containing approximately .61 acre(s). (L-21) **THE SITE DEVELOPMENT PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO ABCWUA FOR REVISED UTILITY PLAN AND TO PLANNING TO ADDRESS TRANSPORTATION COMMENTS AND FOR CASE PLANNER'S APPROVAL.**

8. **Project# 1007690**
09DRB-70358 EPC APPROVED SDP
FOR BUILD PERMIT

RON ROMERO INC agent(s) for WORKING CLASSROOM INC request(s) the above action(s) for all or a portion of Lot(s) 20-24, Block(s) Q, **ATLANTIC & PACIFIC** zoned SU-2/SU-1 FOR INSTRUCTION IN MUSIC, THEATER, DANCE.ARTS AND CRAFTS, located on ATLANTIC SW BETWEEN 4TH ST SW AND 5TH ST SW containing approximately 1 acre(s). (K-14) **DEFERRED TO 12/9/09 AT THE AGENTS REQUEST.**

09DRB-70341 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL

RHOMBUS CONSULTING agent(s) for RON ROMERO request(s) the above action(s) for all or a portion of Lot(s) 20-24, Block(s) Q, **ATLANTIC AND PACIFIC ADDITION**, zoned SU-2 FOR SU-1 BAKERY, located on ATLANTIC AVE SW BETWEEN 4TH ST SW AND 5TH ST SW containing approximately .2752 acre(s). (K-14) **DEFERRED TO 12/9/09 AT THE AGENTS REQUEST.**

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

9. **Project# 1002478**
09DRB-70357 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL

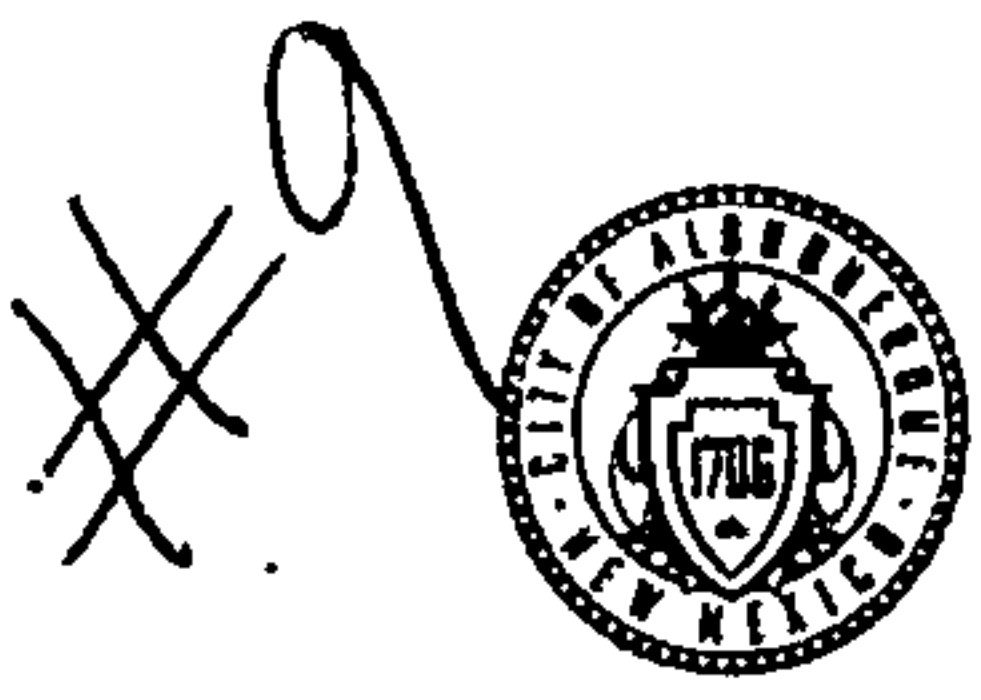
TIERRA LAND SURVEYS LLC agent(s) for PASEO PARTNERSHIP LLC request(s) the above action(s) for all or a portion of Lot(s) 2 & 3, **BLUE SKY BUSINESS PARK** zoned M-2, located on JACS LN NE AND EL PUEBLO RD NE containing approximately 4.7014 acre(s). (D-16) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AMAFCA SIGNATURE, AGIS DXF FILE DELETE R/W AND TO CALL OUT EASEMENT.**

Christopher Medina

From: Zamora, David M. [dmzamora@cabq.gov]
Sent: Tuesday, December 08, 2009 1:43 PM
To: Christopher Medina
Subject: Project No. 1002478

The .dxf file for Project No. 1002478 (Blue Sky Business Park) has been approved.

David M. Zamora
GIS Coordinator - AGIS
City of Albuquerque
Planning Department
924-3929 phone
924-3812 fax
www.cabq.gov/gis
dmzamora@cabq.gov



DRB CASE ACTION LOG

(PREL & FINAL)

REVISED 9/28/05

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.: **07DRB-00485 (P&F)**

Project # **1002478**

Project Name **BLUE SKY BUSINESS PARK**

Agent: **SURVEYS SOUTHWEST LTD**

Phone No.: **998-0303**

Your request for (SDP for SUB), (SDP for BP), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on 4/19/07 by the DRB with delegation of signature(s) to the following departments.
OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

Project Number 1002478

TRANSPORTATION: _____

UTILITIES: _____

CITY ENGINEER / AMAFCA: _____

PARKS / CIP: _____

PLANNING (Last to sign): record.
AMAFCA's signature.

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.**

OK



**PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
HYDROLOGY DEVELOPMENT SECTION**

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO/PROJECT NO: 1002478

AGENDA ITEM NO: 9

SUBJECT:

Final Plat
Preliminary Plat

ACTION REQUESTED:

REV/CMT: () APPROVAL: (X) SIGN-OFF: () EXTN: () AMEND: ()

ENGINEERING COMMENTS:

P.O. Box 1293

AMAFCA approval is required prior to City Engineer sign off.

Albuquerque

New Mexico 87103

www.cabq.gov

RESOLUTION:

APPROVED ___; DENIED ___; DEFERRED ___; COMMENTS PROVIDED ___; WITHDRAWN ___

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

SIGNED: Bradley L. Bingham
City Engineer / AMAFCA Designee

DATE: APRIL 18, 2007

0



**DEVELOPMENT REVIEW BOARD
ACTION SHEET**

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

April 18, 2007

9:00 a.m.

MEMBERS:

Sheran Matson, AICP, DRB Chair
Claire Senova, Administrative Assistant

Wilfred Gallegos, Transportation Development
Brad Bingham, Alternate City Engineer

Roger Green, Utility Development
Christina Sandoval, Parks & Recreation

NOTE: UNLESS ANNOUNCED DURING THE MEETING, THE DEVELOPMENT REVIEW BOARD WILL NOT TAKE A LUNCH BREAK.

NOTE: INDIVIDUALS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE TO PARTICIPATE AT THIS MEETING SHOULD CONTACT CLAIRE SENOVA, PLANNING DEPARTMENT, AT 924-3946. HEARING IMPAIRED USERS MAY CONTACT HER VIA THE NEW MEXICO RELAY NETWORK BY CALLING TOLL-FREE:1-800-659-8331.

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.

- A. Call to Order: 9:00 A.M.
- B. Changes and/or Additions to the Agenda
- C. New or Old Business

Adjourned: 10:35 A.M.

CASES WHICH REQUIRE PUBLIC NOTIFICATION

MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS

1. **Project # 1003973**
07DRB-00365 Major-Preliminary Plat Approval
07DRB-00366 Minor-Sidewalk Waiver
07DRB-00367 Minor-Temp Defer SDWK

SURV-TEK INC agent(s) for THE TRAILS LLC request(s) the above action(s) for all or any portion of Tract(s) 5 & 7, THE TRAILS UNIT 2 (to be known as **TAOS AT THE TRAILS, UNIT 2**) zoned SU2-SRSL and SU2-UR, located on OAKRIDGE ST NW between WOODMONT AVE NW and UNIVERSE BLVD NW containing approximately 34 acre(s). [Deferred from 4/18/07] (C-9) **DEFERRED AT THE AGENT'S REQUEST TO 4/25/07.**

2. **Project # 1005031**
06DRB-01077 Major-Vacation of Public Easements

SURV-TEK agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of Tract(s) 9-A, THE TRAILS, UNIT 2 (to be known as **SANTA FE 3 @ THE TRAILS, UNIT 2**) zoned SU-2-SRSL, located on WOODMONT AVE NW, between RAINBOW BLVD NW and UNIVERSE BLVD NW containing approximately 20 acre(s). [REF: 06DRB-01017, 06DRB-01018] *[Deferred from 8/23/06, 9/13/06, 9/27/06, 10/4/06, 10/25/06, 11/29/06, 12/20/06, 1/24/07 & 4/18/07]* (C-9) **DEFERRED AT THE AGENT'S REQUEST TO 6/20/07.**

- 06DRB-01017 Major-Preliminary Plat Approval
06DRB-01018 Minor-Temp Defer SDWK

SURV TEK & WILSON & COMPANY agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of Tract(s) 9-A, THE TRAILS UNIT 2 (to be known as **SANTA FE 3 @ THE TRAILS, UNIT 2**) zoned SU-2-SRSL, located on WOODMONT AVE NW, between RAINBOW BLVD NW and UNIVERSE BLVD NW containing approximately 20 acre(s). (Listed as Project 1004644 in error) *[Deferred from 8/9/06, 8/23/06, 9/13/06, 9/27/06, 10/4/06, 10/25/06, 11/29/06, 12/20/06, 1/24/07 & 4/18/07]* (C-9) **DEFERRED AT THE AGENT'S REQUEST TO 6/20/07.**

- 06DRB-01282 Minor-Subd Design (DPM) Variance

WILSON AND COMPANY agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of Tract(s) 9A, THE TRAILS UNIT 2 (to be known as **SANTA FE 3 @ THE TRAILS, UNIT 2**) zoned SU-2-SRSL, located on WOODMONT AVE NW, between RAINBOW BLVD NW and UNIVERSE BLVD NW containing approximately 20 acre(s). [REF: 06DRB-01017, 06DRB-01018, DRB-01077] *Deferred from 9/13/06, 9/27/06, 10/4/06, 10/25/06, 11/29/06, 12/20/06, 1/24/07 & 4/18/07]* (C-9) **DEFERRED AT THE AGENT'S REQUEST TO 6/20/07.**

3. **Project # 1005133**
07DRB-00260 Major-Vacation of Public Easements

BOHANNAN HUSTON INC agent(s) for VT INC., A MISSOURI CORPORATION request(s) the above action(s) for all or any portion of Tract(s) N-1-B-2, **SEVEN BAR RANCH**, zoned SU-1 FOR AP located on COORS BLVD BYPASS NW between EAGLE RANCH RD NW and COORS BLVD NW containing approximately 18 acre(s). *[Deferred from 3/28/07, 04/11/07 & 4/18/07]*(B-13) **DEFERRED AT THE AGENT'S REQUEST TO 4/25/07.**

07DRB-00352 Minor-Prelim&Final Plat
Approval

BOHANNAN HUSTON INC agent(s) for COORS EAGLE RANCH LLC request(s) the above action(s) for all or any portion of Tract(s) N-1-B-2-A, N-1-B-2-B & N-1-B-2-C, **SEVEN BAR RANCH**, zoned SU-1 FOR AP, located on COORS BYPASS NW between EAGLE RANCH RD NW and COORS BLVD NW containing approximately 17 acre(s). [Deferred from 3/28/07, 04/11/07 & 4/18/07] (B-13) **DEFERRED AT THE AGENT'S REQUEST TO 4/25/07.**

07DRB-00486 Minor-SiteDev Plan
Subd/EPC
07DRB-00487 Minor-SiteDev Plan
BldPermit/EPC

GEORGE RAINHART ARCHITECTS & ASSOCIATES agent(s) for AEM & ASSOCIATES request(s) the above action(s) for all or any portion of Tract(s) N1 & B2, **SEVEN BAR RANCH**, zoned SU-1 for C-2 permissive uses, located on COORS BYPASS NW between EAGLE RANCH RD NW and SEVEN BAR LOOP RD NW containing approximately 17 acre(s). [Carmen Marrone for Makita Hill, EPC Case Planner] [Deferred from 4/18/07] (B-13) **DEFERRED AT THE AGENT'S REQUEST TO 4/25/07.**

4. **Project # 1005070**
06DRB-01154 Major-Preliminary Plat
Approval
06DRB-01156 Minor-Sidewalk Waiver
06DRB-01155 Minor-Temp Defer SDWK

SURV-TEK INC & WILSON & COMPANY agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of Tract(s) 8, THE TRAILS, UNIT 2 (to be known as **TAOS @ THE TRAILS, UNIT 2**) zoned SU-2-SRLL, located on WOODMONT AVE NW, between UNIVERSE BLVD NW and RAINBOW BLVD NW containing approximately 9 acre(s). [Deferred from 9/6/06, 9/13/06, 9/27/06, 10/11/06, 10/25/06, 11/29/06, 12/20/06, 1/24/07 & 4/18/07] (C-9) **DEFERRED AT THE AGENT'S REQUEST TO 6/20/07.**

5. **Project # 1004387**
07DRB-00334 Major-Vacation of Pub
Right-of-Way
07DRB-00335 Minor-Prelim&Final Plat
Approval

SURVEYS SOUTHWEST LTD agent(s) for JUDITH C SCHAAB request(s) the above action(s) for all or any portion of Lot(s) 31-35, Block(s) 12, **COUNTRY CLUB ADDITION**, together with a portion of LAS LOMAS RD NE, zoned O-1 located on LAS LOMAS RD NE between ENCINO PL NE and CEDAR CT NE containing approximately 1 acre(s). [REF: 06DRB00644, 05DRB01332] [Deferred from 04/11/07, Indef defer

4/18/07] (J-15) THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 4/18/07 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 10/13/06 THE PRELIMINARY PLAT WAS APPROVED. THE FINAL PLAT WAS INDEFINITELY DEFERRED FOR SIA.

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

NOTE: IF THE APPLICANT/AGENT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.

6. **Project # 1000892**
07DRB-00468 Minor-SiteDev Plan
BldPermit/EPC

LEE GAMELSKY ARCHITECTS PC agent(s) for CHARLES BENZAQUEN request(s) the above action(s) for the portion of the south 100-feet of Lot(s) 47 & 48, Block(s) 10, **PEREA ADDITION**, zoned SU-2/TH located on TIJERAS NW between 12th ST NW and 13th ST NW containing approximately 1 acre(s). [Carol Toffaleti, EPC Case Planner] (J-13) **THE SITE PLAN FOR FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR STANDARD DRAWINGS FOR SIDEWALKS IN PUBLIC RIGHT-OF-WAY AND LANDSCAPE MAINTENANCE AGREEMENT AND PLANNING FOR CAROL TOFFALETI'S INITIALS AND 3 COPIES OF THE SITE PLAN.**

7. **Project # 1005049**
07DRB-00488 Minor-SiteDev Plan
BldPermit/EPC

BRISCOE ARCHITECTS PC agent(s) for VINTAGE CAPITAL GROUP request(s) the above action(s) for all or any portion of Tract(s) M, R, S-1 and S-2, **FAR NORTH SHOPPING CENTER**, zoned C-2 and C-3 (SC), located on SAN MATEO BLVD NE between ACADEMY NE and HARPER NE containing approximately 18 acre(s). [Maggie Gould, EPC Case Planner] [Deferred from 4/18/07] (E-18) **DEFERRED AT THE AGENT'S REQUEST TO 5/02/07.**

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

8. **Project # 1001409**
07DRB-00432 Minor-Extension of Preliminary Plat
- ADVANCED ENGINEERING & CONSULTING, LLC agent(s) for SAIFI TALEBREZA request(s) the above action(s) for all or any portion of Lot(s) 20-A, Block(s) 1, **CANDELIGHT FOOTHILLS UNIT 1**, zoned R-1 located on LOMAS BLVD NE between MONTE LARGO DR NE and SUMMIT HILLS DR NE containing approximately 1 acre(s). [REF: 01DRB01160, 01DRB01819, 02DRB01863, 03DRB02033, 04DRB01425, 05DRB00531, 06DRB00446] (J-23) **A ONE-YEAR EXTENSION OF THE PRELIMINARY PLAT WAS APPROVED. THIS WILL BE THE LAST EXTENSION.**
9. **Project # 1002478**
07DRB-00485 Minor-Prelim&Final Plat Approval
- SURVEYS SOUTHWEST LTD agent(s) for MIKE JACOBS request(s) the above action(s) for all or any portion of Lot(s) 6 & 7, **BLUE SKY BUSINESS PARK**, zoned M-2, located on JACS LANE NE between the AMAFCA NORTH DIVERSION CHANNEL NE and NORTH I-25 NE containing approximately 5 acre(s).(D-16) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AMAFCA'S SIGNATURE AND TO RECORD THE PLAT.**
10. **Project # 1004994**
07DRB-00382 Minor-Prelim&Final Plat Approval
- MARK GOODWIN & ASSOCIATES PA agent(s) for COLLATZ-PICKARD LLC request(s) the above action(s) for all or any portion of Anasazi Ridge, Unit 1, Tract E and Tract A, Seville Subdivision, Unit 7A (to be known as **ANASAZI RIDGE, UNIT 1A**) zoned R-1 located on MCMAHON BLVD NW between ANASAZI RIDGE AVE NW and BASKET WEAVER PL NW containing approximately 1 acre(s). [Indef deferred from 4-4-07] (A-10) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AGIS DXF FILE AND TO RECORD.**

11. **Project # 1005255**
07DRB-00420 Minor-Prelim&Final Plat
Approval

WAYJOHN SURVEYING INC agent(s) for JAMES A & JAMES C PETERSON request(s) the above action(s) for all or any portion of Lot(s) A-1, Block(s) 15 and Lot(s) B-1 & C-1, Block(s) 10, **VISTA LARGA**, zoned R-1 located on HANNETT AVE NE between STANFORD DR NE and HARVARD DR NE containing approximately 1 acre(s). *[Deferred from 4/11/07 & 4/18/07]* (J-16) **INDEFINITELY DEFERRED AT THE AGENT'S REQUEST.**

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

12. **Project # 1005498**
07DRB-00462 Minor-Sketch Plat or Plan

CLAUDIO VIGIL ARCHITECTS agent(s) for L & M ASSET MANAGEMENT request(s) the above action(s) for all or any portion of Lot(s) 10-13, Block(s) 3, Tract(s) A, **NORTH ALBUQUERQUE ACRES, UNIT B**, zoned IP located on PASADENA NE between 1-25 NE and SAN MATEO NE containing approximately 3 acre(s). (B-18) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

13. **Project # 1005513**
07DRB-00490 Minor-Sketch Plat or Plan

JACK'S HIGH COUNTRY INC. agent(s) for FRANK L. & EVELYN S. BARELA request(s) the above action(s) for all or any portion of Lot(s) 2, **LAND OF ALBERT L MATTHEW**, zoned R-1, located on 12th ST NW between DON FRANCISCO NW and DON FRANCISCO PL NW containing approximately 1 acre(s). (G-14) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

14. **Project # 1005514**
07DRB-00489 Minor-Sketch Plat or Plan

JACK'S HIGH COUNTRY INC agent(s) for ARELLANO CORDERO request(s) the above action(s) for all or any portion of Lot(s) 11 & 12, Block(s) 7, **HUNING CASTLE ADDITION**, zoned R-1, located on LOS ALAMOS AVE SW between LAGUNA BLVD SW and 16th ST SW containing approximately 1 acre(s). (J-13) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

15. Approval of the Development Review Board Minutes for April 11, 2007. **THE DEVELOPMENT REVIEW BOARD MINUTES FOR APRIL 11, 2007 WERE APPROVED BY THE BOARD.**

ADJOURNED: 10:35 A.M.

**CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
April 18, 2007
DRB Comments**

ITEM # 9

PROJECT # 1002478

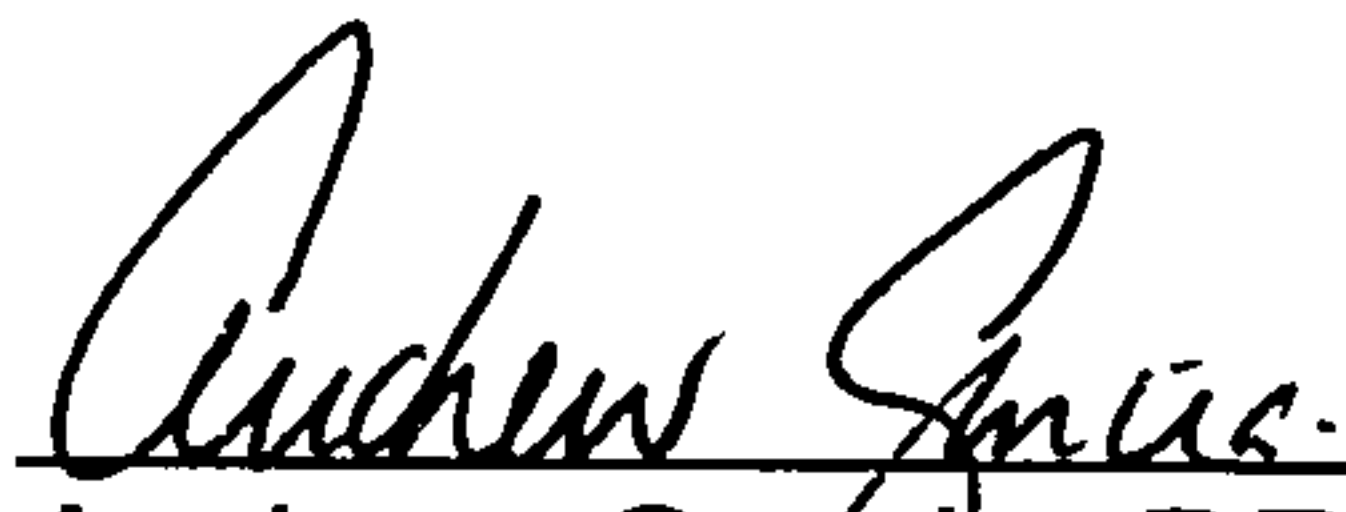
APPLICATION # 06-00485

RE: Lots 6 & 7, Blue Sky Business Park/p&f

The property is in the North I-25 Sector Development Plan.

AGIS dxf is not approved.

Planning will take delegation for the AGIS dxf approval, and to record the plat.



Andrew Garcia, DRB Alternate
924-3858 agarcia@cabq.gov

#9

2478

DXF Electronic Approval Form

DRB Project Case #: 1002478

Subdivision Name: BLUE SKY BUSINESS PARK LOT 6A

Surveyor: MITCH REYNOLDS

Contact Person: SARAH AMATO

Contact Information: 998-0303

DXF Received: 4/12/2007

Hard Copy Received: 4/12/2007

Coordinate System: Ground rotated to NMSP Grid


Approved

4.12.2007
Date

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

AGIS Use Only
Copied fc 2478 to agiscov on 4/12/2007 Contact person notified on 4/12/2007

7



COMPLETED 08/02/06 SH DRB CASE ACTION LOG (FINAL PLAT)

REVISED 9/28/05

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.: 06DRB-01063 (FP)

Project # 1002478

Project Name BLUE SKY BUSINESS PARK

Agent: John Kusianovich Member LLC

Phone No.: 350-1743

Your request for (SDP for SUB), (SDP for BP), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on 8-2-06 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): record for Plat.
- _____
- _____
- _____



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.

Project Number

1002478

7



DRB CASE ACTION LOG (FINAL PLAT)

REVISED 9/28/05

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.: 06DRB-01063 (FP)

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OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: _____

UTILITIES: _____

CITY ENGINEER / AMAFCA: _____

PARKS / CIP: _____

PLANNING (Last to sign): record the Plat.

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

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- Tax certificate from the County Treasurer.
- Recording fee (checks payable to the County Clerk). RECORDED DATE: _____
- Tax printout from the County Assessor.

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- 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.

Project Number

1002478



**DEVELOPMENT REVIEW BOARD
ACTION SHEET**

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

August 2, 2006

9:00 a.m.

MEMBERS:

Sheran Matson, AICP, DRB Chair
Claire Senova, Administrative Assistant

Wilfred Gallegos, Transportation Development
Brad Bingham, Alternate City Engineer

Roger Green, Utility Development
Christina Sandoval, Parks & Recreation

NOTE: UNLESS ANNOUNCED DURING THE MEETING, THE DEVELOPMENT REVIEW BOARD WILL NOT TAKE A LUNCH BREAK.

NOTE: INDIVIDUALS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE TO PARTICIPATE AT THIS MEETING SHOULD CONTACT CLAIRE SENOVA, PLANNING DEPARTMENT, AT 924-3946. HEARING IMPAIRED USERS MAY CONTACT HER VIA THE NEW MEXICO RELAY NETWORK BY CALLING TOLL-FREE:1-800-659-8331.

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.

- A. Call to Order: 9:00 A.M. Adjourned: 10:50 A.M.
B. Changes and/or Additions to the Agenda
C. New or Old Business

CASES WHICH REQUIRE PUBLIC NOTIFICATION

MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS

1. **Project # 1004994**
06DRB-00947 Major-Vacation of Pub Easement
06DRB-00949 Major-Preliminary Plat Approval
06DRB-00948 Minor-Temp Defer SDWK
- MARK GOODWIN & ASSOCIATES PA agent(s) for J D HOME BUILDER CORPORATION request(s) the above action(s) for all or a portion of Tract(s) B-2-B-1, PARADISE HEIGHTS (to be known as **SEVILLE SUBDIVISION, UNIT 7A**) zoned R-LT, located on KAYENTA BLVD NW, between CALLE GANDIA NW and NAVAJO DR NW containing approximately 2 acre(s). [REF: PROJECT #1001306] (A-10) **THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED**

8/2/06 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 7/31/06 THE PRELIMINARY PLAT WAS APPROVED WITH CONDITION: IF THE FINAL PLAT IS APPROVED AFTER 10/31/06 THE SUBDIVIDER MUST COMPLY WITH CITY COUNCIL RESOLUTION R-06-74 REGARDING PRE-DEVELOPMENT FACILITY FEE AGREEMENT WITH ALBUQUERQUE PUBLIC SCHOOLS (APS). THE TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS ON THE INTERIOR STREETS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.

2. **Project # 1004985**
06DRB-00916 Major-SiteDev Plan
BldPermit

JIM MEDLEY ARCHITECT AIA agent(s) for TNJ GROUP OF COMPANIES request(s) the above action(s) for all or a portion of Lot(s) 4, Block(s) 4-B, **SUNPORT PARK**, zoned IP, located on SUNPORT BLVD SE, between UNIVERSITY BLVD SE and I-25 containing approximately 5 acre(s). [REF: Project# 1001067] *[Deferred from 7/19/06 & 8/2/06]* (M-15) **DEFERRED AT THE AGENT'S REQUEST TO 8/23/06.**

- 06DRB-01067 Minor-Prelim&Final Plat
Approval

WAYJOHN SURVEYING INC agent(s) for TNJ GROUP OF COMPANIES request(s) the above action(s) for all or a portion of Lot(s) 4, Block(s) 4-B, **SUNPORT PARK**, zoned IP, located on WOODWARD RD SE, between TRANSPORT ST SE and SUNPORT PLACE SE containing approximately 5 acre(s). [REF: 06DRB-00916] *[Deferred from 8/2/06]* (M-15) **DEFERRED AT THE AGENT'S REQUEST TO 8/23/06.**

3. **Project # 1004091**
06DRB-00942 Major-Preliminary Plat approval
06DRB-00943 Minor- Temp Deferral of Sidewalk

RIO GRANDE ENGINEERING agent(s) for IRVING PARTNERS LLC request(s) the above action(s) for all or a portion of Unplatted Lands of Amalgamated Partners (to be known as **DESERT GARDEN ESTATES SUBDIVISION**), zoned RLT, located on IRVING BLVD NW between RAINBOW RD NW and PASEO DEL OESTE NW containing approximately 12 acre(s). [Deferred from 7/26/06 & 8/2/06] (A-9) **DEFERRED AT THE AGENT'S REQUEST TO 8/9/06.**

4. **Project # 1003612**
06DRB-00737 Major-Preliminary Plat Approval
06DRB-00738 Major-Vacation of Pub Right-of-Way
06DRB-00739 Minor-Temp Defer SDWK

THOMPSON ENGINEERING CONSULTANTS INC agent(s) for DRAGONFLY DEVELOPMENT INC request(s) the above action(s) for all or a portion of Lot(s) 37, TOWN OF ATRISCO GRANT (to be known as **SUNDORO SOUTH, UNIT 9**) zoned SU-2 R-LT, located on ENDEE RD NW, between 98TH ST NW and 94TH ST NW containing approximately 6 acre(s). [REF: 04DRB-01868] [Deferred from 6/21/06 & 6/28/06 & 7/12/06 & 7/26/06] (J-9) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/2/06 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 11/14/05 THE PRELIMINARY PLAT WAS APPROVED WITH CONDITIONS OF FINAL PLAT. THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. THE TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS ON THE INTERIOR STREETS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.**

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

NOTE: IF THE APPLICANT/AGENT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.

- 5. Project # 1004565**
06DRB-01058 Minor-SiteDev Plan
Subd/EPC
06DRB-01059 Minor-SiteDev Plan
BldPermit/EPC
06DRB-00908 Minor-Prelim&Final Plat
Approval
- WAYJOHN SURVEYING INC agent(s) for DOYLE & TRICARIO INVESTMENTS request(s) the above action(s) for all or a portion of Lot(s) 7, 8 & 9, Block(s) 16-A, SANTILLA PLACE (to be known as **CAGUA TOWNHOMES**) zoned R-LT residential zone, located on CAGUA DR NE between COPPER AVE NE and GRAND AVE NE containing approximately 1 acre(s). **[Catalina Lehner, EPC Case Planner] [Deferred from 8/2/06] (K-18) DEFERRED AT THE AGENT'S REQUEST TO 8/16/06.**
- 6. Project # 1003993**
06DRB-01006 Minor-SiteDev Plan
BldPermit/EPC
06DRB-01005 Minor-Prelim&Final Plat
Approval
06DRB-01003 Minor-Vacation of
Private Easements
- RHOMBUS PA INC agent(s) for GLOBAL STORAGE request(s) the above action(s) for all or a portion of Lot(s) A-37-1, NORTHEAST UNIT, TOWN OF ATRISCO GRANT (to be known as **GLOBAL STORAGE**) zoned SU-1-O-1, located on COORS BLVD NW, between SEQUOIA NW and ST JOSEPHS DR NW containing approximately 4 acre(s). **[REF: 05EPC-00369, 05EPC-00370] [David Stallworth, EPC Case Planner] [Deferred from 7/19/06 & 7/26/06] (G-11) WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/2/06 THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR SIA AND WATER METER RELOCATION AND PLANNING FOR DAVID STALLWORTH'S INITIALS AND 3 COPIES OF THE SITE PLAN. THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL PLAT SIGN OFF DELEGATED TO PLANNING TO RECORD THE PLAT. THE VACATION OF PRIVATE EASEMENTS WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE.**

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

7. **Project # 1002478**
06DRB-01063 Minor-Final Plat
Approval

JOHN KUSIANOVICH MEMBER LLC agent(s) for PASEO PARTNERSHIP LLC request(s) the above action(s) for all or a portion of Tract(s) T-4, VISTA DEL NORTE SUBDIVISION (to be known as **BLUE SKY BUSINESS PARK**) zoned M-2 heavy manufacturing zone, located on EL PUEBLO NE between EDITH NE and JEFFERSON NE containing approximately 23 acre(s). [REF: 03DRB00232, 05DRB01343, 05DRB01344, 06DRB00509] (D-16) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING TO RECORD.**

8. **Project # 1004977**
06DRB-01066 Minor-Prelim&Final Plat
Approval

JEFF MORTENSEN & ASSOCIATES agent(s) for AIRPORT TECHNICAL CENTER LIMITED request(s) the above action(s) for all or a portion of Lot(s) 6B-2 & 8B (to be known as **TRACTS A, B, C, D & E, AIRPORT TECHNICAL CENTER**) zoned M-2 heavy manufacturing zone, located on UNIVERSTY BLVD SE, between SUNPORT BLVD SE and INTERSTATE 25 containing approximately 11 acre(s). [REF: 06DRB00898, 06DRB00899] (N-15) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/2/06 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 6/19/06 THE PRELIMINARY PLAT WAS APPROVED WITH THE CONDITION OF FINAL PLAT: A NEW PUBLIC DRAINAGE EASEMENT FOR THE NEW STORM DRAIN IS REQUIRED. THE FINAL PLAT WAS INDEFINITELY DEFERRED FOR THE SIA.**

9. **Project # 1004076**
06DRB-01064 Minor-Prelim&Final Plat
Approval

SURVEYS SOUTHWEST LTD agent(s) for JOHN EDGE, HILTON AVENUE LOFTS request(s) the above action(s) for all or a portion of Lot(s) 6, **HILTON AVENUE LOFTS**, zoned R-LT residential zone, located on HILTON AVE NE between PARSIFAL ST NE and HENDRIX RD NE containing approximately 1 acre(s). [REF: 05DRB01403] (G-20) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR 15-DAY APPEAL PERIOD FOR VACATION AND AGIS DXF FILE.**

10. **Project # 1004461**
06DRB-01065 Minor-Prelim&Final Plat
Approval

SURVEYS SOUTHWEST LTD agent(s) for PAUL LUCERO request(s) the above action(s) for all or a portion of Tract(s) A & B, **LANDS OF PAUL LUCERO**, zoned RA-2 residential and agricultural zone, located on LOS ANAYAS RD NW between GABALDON RD NW and LOS LUCEROS RD NW containing approximately 1 acre(s). [REF: 05DRB01519] (H-12) **THE PRELIMINARY AND FINAL PLAT APPROVED AND SIGNED OFF BY THE BOARD.**

11. **Project # 1005037**
06DRB-01068 Minor-Prelim&Final Plat
Approval

SURVEYS SOUTHWEST LTD agent(s) for DUNCAN MILLOY request(s) the above action(s) for all or a portion of Lot(s) 6, Block(s) 1, **FITZGERALD ADDITION**, zoned R-1 residential zone, located on FITZGERALD RD NW, between CANDELARIA RD NW and 4TH ST NW containing approximately 1 acre(s). (G-14) **THE PRELIMINARY AND FINAL PLAT APPROVED AND SIGNED OFF BY THE BOARD.**

12. **Project # 1004970**
06DRB-01070 Minor-Prelim&Final Plat
Approval

PRECISION SURVEYS INC agent(s) for PERFORMANCE TOOL & EQUIPMENT request(s) the above action(s) for all or a portion of Lot(s) 26-A, Block(s) 4, **WHITE CITY ADDITION**, zoned C-3 heavy commercial zone, located on 4TH ST NW, between MENAUL BLVD NW and PHOENIX NW containing approximately 1 acre(s). [REF: 06DRB00871] *[Deferred from 8/2/06]* (H-14) **DEFERRED AT THE AGENT'S REQUEST TO 8/9/06.**

13. **Project # 1005038**
06DRB-01069 Minor-Prelim&Final Plat
Approval

PRECISION SURVEYS INC agent(s) for SAGE RETAIL LLC request(s) the above action(s) for the southerly portion of Tract(s) 466, 467 and 468 TOWN OF ATRISCO GRANT, UNIT 7 (to be known as **TRACT A, SAGE ARCADA**) zoned C-1 neighborhood commercial zone, located on SAGE RD SW between UNSER BLVD SW and COREL DR SW containing approximately 3 acre(s). *[Indef deferred from 8/2/06]* (L-10) **INDEFINITELY DEFERRED AT THE AGENT'S REQUEST.**

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

14. **Project # 1005039**
06DRB-01071 Minor-Sketch Plat or
Plan

LAND DEVELOPMENT CONSULTANTS LLC agent(s) for ERNEST BACA, KENYON PLASTERING request(s) the above action(s) for all or a portion of Lot(s) 17, Block(s) 7, Tract(s) A, **NORTH ALBUQUERQUE ACRES, UNIT B**, zoned SU-2 IP, located on SAN PEDRO DR NE between FLORENCE AVE NE and GLENDALE AVE NE containing approximately 1 acre(s). (B-18) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

15. **Project # 1002701**
06DRB-01051 Minor-Sketch Plat or
Plan

MARIO RODRIGUEZ agent(s) for GUADALUPE & JUAN CARLOS AGUILAR request(s) the above action(s) for all or a portion of Lot(s) 6 & 7, Block(s) 12, **LOWER BROADWAY ADDITION**, zoned SU-2 MR, located on TOPEKA ST SE between SAN JOSE AVE SE and ALAMO AVE SE containing approximately 1 acre(s). [REF: 03ZHE-00885] (M-14) **ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

16. Approval of the Development Review Board Minutes for July 26, 2006. **THE DRB MINUTES FOR JULY 26, 2006 WERE APPROVED BY THE BOARD.**

ADJOURNED: 10:50 A.M.



**PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
HYDROLOGY DEVELOPMENT SECTION**

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO/PROJECT NO: 1002478

AGENDA ITEM NO: 7

SUBJECT:

Final Plat

ACTION REQUESTED:

REV/CMT: () APPROVAL: (X) SIGN-OFF: () EXTN: () AMEND: ()

ENGINEERING COMMENTS:

P.O. Box 1293

No adverse comments.

Albuquerque

New Mexico 87103

www.cabq.gov

RESOLUTION:

APPROVED ___; DENIED ___; DEFERRED ___; COMMENTS PROVIDED ___; WITHDRAWN ___

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

SIGNED: Bradley L. Bingham
City Engineer / AMAFCA Designee

DATE: AUGUST 2, 2006

2478

DXF Electronic Approval Form

DRB Project Case #: 1002478

Subdivision Name: BLUE SKY BUSINESS PARK

Surveyor: RAYMOND DENNIS

Contact Person: STEVE WILLIAMS

Contact Information: 281-2880

DXF Received: 7/25/2006

Hard Copy Received: 7/24/2006

Coordinate System: Ground rotated to NMSP Grid


Approved

07-26-2006
Date

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

AGIS Use Only

Copied fc 2478 to agiscov on 7/26/2006 Contact person notified on 7/26/2006

ITERUM !!

4-25-06

PRIOR TO FINAL PLAT //

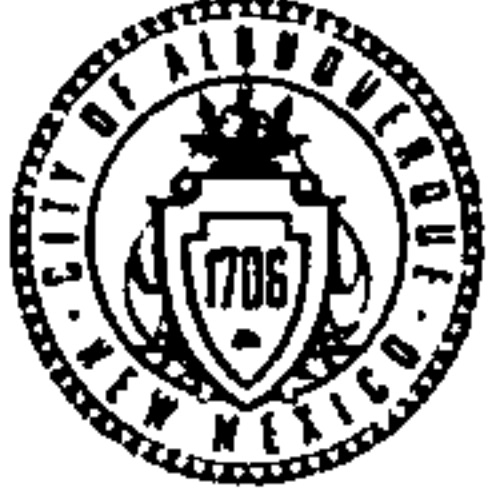
• CITY NEEDS LICENSE FROM BNSF

PRIOR FINAL PLAT SIGNATURE!

→ THIS MAY BE DELETED TO
TRANSF.

→ KEVIN CURRY

→ WILFRED GALLOS



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

April 19, 2006

9. Project # 1002478
06DRB-00509 Minor-Temp Defer SDWK

RAYMOND LEE DENNIS, PE agent(s) for PASEO PARTNERSHIP LLC request(s) the above action(s) for all or a portion of Tract(s) T-4, VISTA DEL NORTE, **BLUE SKY BUSINESS PARK**, zoned M-2, located on EL PUEBLO NE, between EDITH NE and JEFFERSON NE containing approximately 23 acre(s). [REF: 05DRB-01344] (D-16)

At the April 19, 2006, Development Review Board meeting, the temporary deferral of construction of sidewalks on the interior streets was approved as shown on Exhibit C in the Planning file.

Sheran Matson, AICP, DRB Chair

Cc: Paseo Partnership LLC, 6915 Montgomery Blvd NE, 87109
Raymond lee Dennis PE, 7209 Corte Ocaso NE, 87113
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File



**DEVELOPMENT REVIEW BOARD
ACTION SHEET**

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

April 19, 2006

9:00 a.m.

MEMBERS:

Sheran Matson, AICP, DRB Chair
Claire Senova, Administrative Assistant

Wilfred Gallegos, Transportation Development
Brad Bingham, Alternate City Engineer

Roger Green, Utility Development
Christina Sandoval, Parks & Recreation

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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.

- A. Call to Order: 9:00 A.M.
- B. Changes and/or Additions to the Agenda
- C. New or Old Business

Adjourned: 1:05 P.M.

CASES WHICH REQUIRE PUBLIC NOTIFICATION

MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS

1. **Project # 1002202**
06DRB-00362 Major-Vacation of Public Easements
06DRB-00363 Major-Preliminary Plat Approval

HUITT-ZOLLARS INC agent(s) for PRU WINROCK LLC request(s) the above action(s) for all or a portion of Lot(s) A-1-A, A-2, A-3, B, C-2A, D-1A, E-1, WINROCK CENTER ADDITION and Lot(s) B, MONROE (to be known as **WINROCK MARKET CENTER**), zoned SU-3, located on LOUISIANA BLVD NE, between INDIAN SCHOOL NE and INTERSTATE 40 containing approximately 80 acre(s). [REF: 05EPC-00876, 05EPC-00877] (J-19) **THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. WITH THE SIGNING OF THE**

INFRASTRUCTURE LIST DATED 4/19/06 THE PRELIMINARY PLAT WAS APPROVED WITH THE FOLLOWING CONDITIONS OF FINAL PLAT: (1) ALL EASEMENTS OF RECORD AND EASEMENT AGREEMENTS SHALL BE REFLECTED ON THE FINAL PLAT. (2) ANY FINAL PLAT APPROVED WILL PROVIDE FOR A "BLANKET" EASEMENT PENDING FINAL CONSTRUCTION AND LOCATION OF FINAL PUBLIC EASEMENTS. (3) LABEL ACCESS EASEMENT FOR TOYS R US. "TEMPORARY ACCESS EASEMENT TO BENEFIT PARCEL D-1A, PARCEL E-1 AND PARCEL A-1-A TO BE MAINTAINED BY PARCEL A-1-A". (4) MAINTAIN 10-FOOT DISTANCE FROM FACE OF CURB TO RIGHT-OF-WAY BOUNDARIES. CREATE PUBLIC ACCESS EASEMENTS WHERE NECESSARY. (5) RESEARCH ORIGINAL PLAT FOR ACCESS EASEMENT MAINTENANCE AT AMERICAS PARKWAY. (6) RELOCATE LEADER FOR EASEMENT '5' ON SHEET 5 OF 6 TO CLARIFY IDENTIFICATION. (7) SHOW 100-FOOT ACCESS CONTROL LIMITS ON THE PLAT. (AT THE INTERSTATE 40 ACCESS RAMP ENTRANCE). (8) VERIFY LOCATION OF THE 84-INCH STORM DRAIN BEHIND THE MACARONI GRILL AND IF NECESSARY, ADJUST THE EASEMENT. (9) CREATE A PUBLIC ACCESS EASEMENT AT ALL SIDEWALKS AND HANDICAP RAMPS ALONG INDIAN SCHOOL ROAD AND ALONG AMERICAS PARKWAY. (10) RESEARCH EASEMENT '17'.

06DRB-00526 Minor-SiteDev Plan
BldPermit/EPC
06DRB-00525 Minor-SiteDev Plan
Subd/EPC

CONSENSUS PLANNING agent(s) for PRUWINROCK request(s) the above action(s) for all or a portion of Lot(s) A-1A, A-2, A-3, B, C-2A, D-1A E-1, WINROCK CENTER ADDITION and Lot(s) B (MONROE) (to be known as **WINROCK MARKET CENTER**) zoned SU-3/ C-3, and SU-2/C-2, O-1 & R-2, located on LOUISIANA BLVD NE, between INDIAN SCHOOL RD NE and I-40 NE containing approximately 81 acre(s). [REF: 05EPC-00876, 05EPC-00877] [Russell Brito for Juanita Garcia, EPC Case Planner] (J-19) WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 4/19/06 THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR SIA AND

TRANSPORTATION DEVELOPMENT FOR
COMMENTS PER HANDOUT SHEET. WITH THE
SIGNING OF THE INFRASTRUCTURE LIST DATED
4/19/06 THE SITE PLAN FOR SUBDIVISION WAS
APPROVED WITH FINAL SIGN OFF DELEGATED
TO CITY ENGINEER FOR SIA AND
TRANSPORTATION DEVELOPMENT FOR
COMMENTS PER HANDOUT SHEET.

2. **Project # 1004354**
06DRB-00392 Major-Vacation of Pub
Right-of-Way

TIERRA WEST LLC agent(s) for PETE DASKALOS request(s) the above action(s) for all or a portion of Lot(s) 22-26 and a portion of Lot(s) 27, Tract(s) O, Block(s) 9, **ORIGINAL TOWNSITE OF WESTLAND**, zoned SU-2 FOR C-2, IP, located on 98TH ST NW, between VOLCANO RD NW and CENTRAL AVE NW containing approximately 9 acre(s). [REF: ZA-88-3701, ZA-90-276, ZA-96-227, ZA-87-308, 05DRB-01229, 05EPC-01234] *[Deferred from 4/19/06]* (K-9) **DEFERRED AT THE AGENT'S REQUEST TO 5/3/06.**

3. **Project # 1004779**
06DRB-00393 Major-Vacation of Pub
Right-of-Way

ISAACSON & ARFMAN PA agent(s) for 207 ALISO DRIVE LLC, SHEFFIELD PARTNERS LLC request(s) the above action(s) for all or a portion of Lot(s) 3-A & 4, Block(s) 3, GRANADA HEIGHTS (to be known as **ALISO LOFTS, PHASE II**) zoned R-2 residential zone, located on ALISO DR SE, between SILVER AVE SE and ARLOTE AVE SE. [REF: V-77-8, ZA-76-152] *[Deferred from 4/19/06]* (K-17) **DEFERRED AT AGENT'S REQUEST TO 4/26/06.**

4. **Project # 1004778**
06DRB-00391 Major-Vacation of
Public Easements
06DRB-00390 Minor-Prelim&Final Plat
Approval
- SURVEYS SOUTHWEST LTD agent(s) for BLAINE ROBERTS request(s) the above action(s) for all or a portion of Lot(s) 2-B & 2-C, **LANDS OF FOREST PRODUCTS CO.**, zoned S-MI, located on ASPEN AVE NW, between 12TH ST NW and A.T. & S.F. RAILROAD containing approximately 7 acre(s). [REF: DRB-95-360, ZA-89-365] (H-13) **THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR THE 15-DAY APPEAL PERIOD.**
5. **Project # 1000696**
05DRB-01529 Major-Preliminary Plat
Approval
05DRB-01530 Minor-Sidewalk Waiver
05DRB-01531 Minor-Temp Defer
SDWK
- MARK GOODWIN & ASSOCIATES agent(s) for ICDC LLC request(s) the above action(s) for all or a portion of Tract(s) C, LEE'S BOSQUE SUBDIVISION (to be known as **BOSQUECITO SUBDIVISION**) zoned RD, located on BOSQUE MEADOWS BLVD NW, between LA ORILLA NW and PASEO DEL NORTE containing approximately 7 acre(s). [Deferred from 10/26/05 & 11/9/05 & 11/23/05 & 11/30/05 & 1/4/06 & 1/25/06 & 2/22/06 & 3/15/06 & 4/5/06 & 4/19/06] (D-12) **DEFERRED AT THE AGENT'S REQUEST TO 5/17/06.**
6. **Project # 1003096**
04DRB-01344 Minor-Prelim&Final Plat
Approval
- SURVEYS SOUTHWEST LTD agent(s) for EILEEN DEVEREUX AND STEFAN WATSON request(s) the above action(s) for all or a portion of Lot(s) 53-58, **J. M. MOORE REALTY COMPANY, UNIT 1**, zoned S-R, SAWMILL RESIDENTIAL, located between 8TH ST NW and MOUNTAIN RD NW containing approximately 1 acre(s). [REF: 03DRB-01901, 05CC01786] **REMANDED BACK TO DRB FROM CITY COUNCIL (J-14) THE MINOR PLATTING ACTION OF 9/24/04 STANDS AS APPROVED.**

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

NOTE: IF THE APPLICANT/AGENT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW.

7. **Project # 1004622**
06DRB-00490 Minor-SiteDev Plan
BldPermit/EPC
- GEORGE RAINHART ARCHITECT & ASSOCIATES agent(s) for NEW MEXICO EDUCATORS FEDERAL CREDIT UNION request(s) the above action(s) for all or a portion of Lot(s) 18, Block(s) 21, Tract(s) A, NORTH ALBUQUERQUE ACRES, UNIT A (to be known as **NEW MEXICO EDUCATORS FEDERAL CREDIT UNION**) zoned SU-2/C-1, located on PASEO DEL NOTRE NE, between BARSTOW NE and WYOMING NE containing approximately 1 acre(s). **[Catalina Lehner, EPC Case Planner] (D-19) THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR SIA AND 3 COPIES OF THE SITE PLAN AND TRANSPORTATION DEVELOPMENT FOR SIDEWALK LOCATION AND WIDTH OF PALOMAS.**

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

8. **Project # 1002739**
06DRB-00513 Minor-Extension of
Preliminary Plat
- MARK GOODWIN & ASSOCIATES PA agent(s) for KB HOME NEW MEXICO INC request(s) the above action(s) for all or a portion of Tract(s) B-1, PARCEL 2-D & A, LANDS OF RIO BRAVO PARTNERS, ROSNER TRACT, ANDERSON HEIGHTS (to be known as **ANDERSON HEIGHTS, UNITS 2-9**) zoned R-D residential and related uses zone, developing area, located on 118TH ST SW, between DENNIS CHAVEZ BLVD SW and GIBSON BLVD SW containing approximately 248 acre(s). [REF: 05DRB-01832, 06DRB-00268] (N-8/P-8) **A ONE-YEAR EXTENSION OF THE PRELIMINARY PLAT WAS APPROVED.**

9. **Project # 1002478**
06DRB-00509 Minor-Temp Defer
SDWK

RAYMOND LEE DENNIS, PE agent(s) for PASEO PARTNERSHIP LLC request(s) the above action(s) for all or a portion of Tract(s) T-4, VISTA DEL NORTE, **BLUE SKY BUSINESS PARK**, zoned M-2, located on EL PUEBLO NE, between EDITH NE and JEFFERSON NE containing approximately 23 acre(s). [REF: 05DRB-01344] (D-16) **THE TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS ON THE INTERIOR STREETS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.**

10. **Project # 1001778**
06DRB-00518 Minor-Prelim&Final
Plat Approval

WAYJOHN SURVEYING INC agent(s) for PHILIP LINDBORG, DRAGONFLY DEVELOPMENT INC., request(s) the above action(s) for all or a portion of Lot(s) 9-P1 & 10-P1, **TRAMWAY CROSSING**, zoned R-T, located on WOODLAND AVE NE, between MARIE PARK DR NE and TRAMWAY BLVD NE containing approximately 1 acre(s). [REF: 05DRB-01793] (H-22) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD.**

11. **Project # 1004655**
06DRB-00519 Minor-Prelim&Final
Plat Approval

WAYJOHN SURVEYING INC agent(s) for JESUS & MARIA VIZCAINO request(s) the above action(s) for all or a portion of Lot(s) 8 & 9, Block(s) 10, **LOWER BROADWAY ADDITION**, zoned SU-2/MR, located on ALAMO AVE SE, between HINKLE ST SE and MECHEM ST SE containing approximately 1 acre(s). [REF: 06DRB-00080] (M-14) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD.**

12. **Project # 1004845**
06DRB-00523 Minor-Prelim&Final
Plat Approval

DOUG SMITH agent(s) for DANIEL FITCHELL & DAVID LEVIN request(s) the above action(s) for all or a portion of Lot(s) 105 & 106, **HERITAGE HILLS, UNIT 4**, zoned R-1, located on SUPREME CT NE, between OPPORTUNITY DR NE and PIONEER TRAIL NE containing approximately 1 acre(s). (D-20) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD.**

13. **Project # 1003257**
06DRB-00508 Major-Final Plat
Approval – **UNIT 1**
06DRB-00528 Minor-Amnd Prelim
Plat Approval
06DRB-00536 Major-Final Plat
Approval – **UNIT 2**

MARK GOODWIN & ASSOCIATES PA agent(s) for SALTILLO COMMUNITIES LLC request(s) the above action(s) for all or a portion of Tract(s) A, Lot(s) 48-55, 1-7, 10-14, 1-8, 2-45, 1-16, 1-10 & 12-14, 7-12, 1-62 Block(s) 4, 6, 9, 12, 14, 15, 16, 7, 8, 10, 11, 13 & 17 AND Block(s) 1-4 (to be known as **SALTILLO, UNITS 1 & 2**) and Lot(s) 1-16, Block(s) 5, PARADISE HEIGHTS, UNIT 5, zoned R-1 residential zone, located on BLACK ARROYO RD NW, between MCMAHON BLVD NW and CALABACILLAS ARROYO containing approximately 171 acre(s). [REF: 05DRB-00929, 05DRB-00933, 05DRB-00934, 05DRB-00935, 05DRB-00936] (A-10) **THE FINAL PLAT FOR UNIT 1 WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO UTILITIES DEVELOPMENT FOR ALL WATER/SEWER EASEMENTS MUST BE GRANTED EXCLUSIVELY TO CITY OF ALBUQUERQUE AND PLANNING FOR REAL PROPERTY SIGNATURE, AMAFCA'S SIGNATURE AND TO RECORD THE PLAT. WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 4/19/6 THE AMENDED PRELIMINARY PLAT WAS APPROVED. THIS AMENDMENT DOES NOT EXTEND THE EXPIRATION DATE OF THE ALREADY APPROVED PRELIMINARY PLAT. THE FINAL PLAT FOR UNIT 2 WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO UTILITIES DEVELOPMENT FOR ALL WATER/SEWER EASEMENTS MUST BE GRANTED EXCLUSIVELY TO CITY OF ALBUQUERQUE AND PLANNING FOR REAL PROPERTY SIGNATURE, AMAFCA'S SIGNATURE AND TO RECORD THE PLAT.**

14. **Project # 1004355**
06DRB-00527 Minor-Amnd Prelim
Plat Approval

WILSON & COMPANY INC agent(s) for KB HOME NEW MEXICO request(s) the above action(s) for all or a portion of Tract(s) 2, **VISTA VIEJA SUBDIVISION**, zoned R-D, located on SCENIC RD NW, between 81ST ST NW and ALBERICOQUE PL NW containing approximately 41 acre(s). [REF: 04DRB-00825, 04DRB-01460, 05DRB-01235, 05DRB-01236] (D-9) **WITH THE SIGNING OF THE AMENDED INFRASTRUCTURE LIST DATED 4/19/06 AND APPROVAL OF THE AMENDED GRADING PLAN ENGINEER STAMP DATED 4/17/06 THE AMENDED PRELIMINARY PLAT WAS APPROVED WITH THE SAME CONDITIONS GIVEN ON 8/31/05 AS FOLLOW: THE HOME OWNER'S ASSOCIATION PRESIDENT MUST SIGN THE FINAL PLAT. IF NO SUCH PERSON IS AVAILABLE, THEN THE OWNER OF THE PROPERTY CAN SIGN. DRAINAGE EASEMENTS IN PARCELS B, C AND E SHALL BE VACATED AND REPLACED WITH THE NEW ALIGNMENT.**

15. **Project # 1004388**
06DRB-00529 Minor-Final Plat
Approval

BOHANNAN HUSTON INC agent(s) for PULTE HOMES OF NEW MEXICO request(s) the above action(s) for all or a portion of Tract(s) 14, **VENTANA AL SOL @ VENTANA RANCH WEST**, zoned R-LT residential zone, located on VENTANA RIDGE NW and DEL OESTE DR NW and containing approximately 20 acre(s). [REF: 05DRB-01336] (B-8) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING TO RECORD THE PLAT.**

16. **Project # 1004462**
06DRB-00517 Minor-Final Plat
Approval

BOHANNAN HUSTON INC agent(s) for ANDALUCIA DEVELOPMENT CO INC request(s) the above action(s) for all or a portion of Tract(s) A & C, **ANDALUCIA @ LA LUZ, UNIT 3**, zoned SU-1 special use zone, located on COORS BLVD NW, between NAMASTE RD NW and

MONTE FRIO DR NW containing approximately 23 acre(s). [REF: 05DRB-01524] (F-11) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR WALL EASEMENT ALONG NAMASTE, MAINTENANCE NOTE FOR THE PEDESTRIAN PATH AND PLANNING FOR AMAFCA'S SIGNATURE AND TO RECORD.**

- 17. Project # 1004522**
06DRB-00520 Minor-Prelim&Final
Plat Approval

SURVEYS SOUTHWEST LTD agent(s) for VANGIE PAVLAKOS request(s) the above action(s) for all or a portion of Lot(s) 1-6, Block(s) 2, Tract(s) A, **MESA VERDE ADDITION**, zoned C-2 community commercial zone, located on RHODE ISLAND ST NE, between CENTRAL AVE NE and TENNESSEE ST NE containing approximately 1 acre(s). [REF:ZA-94-315, 05DRB-01667] (K-19) **PRELIMINARY AND FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD.**

- 18. Project # 1004541**
06DRB-00516 Minor-Prelim&Final
Plat Approval

SURV-TEK INC agent(s) for CORE REALTY HOLDINGS LLC request(s) the above action(s) for all or a portion of Tract(s) B-9J-1A, **SEVEN BAR RANCH**, zoned SU-1 for R-2 uses, located on CIBOLA LOOP NW, between ELLISON NW and COORS BLVD NW containing approximately 36 acre(s). (A-13) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR SECOND ACCESS AND PLANNING TO RECORD THE PLAT.**

19. **Project # 1004771**
06DRB-00373 Minor-Prelim&Final
Plat Approval

RON GARNER agent(s) for GARBAC, LLC request(s) the above action(s) for all or a portion of Lot(s) 4, 5 & 6, Block(s) 41, **RAYNOLDS ADDITION**, zoned SU-2/NCR, located on COAL AVE SW, between 10TH ST SW and 11TH ST SW containing approximately 1 acre(s). *[Deferred from 3/29/06 & 4/5/06 & 4/12/06]* (K-13) **PRELIMINARY AND FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD.**

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

20. **Project # 1004814**
06DRB-00460 Minor-Sketch Plat or
Plan

SURVEYS SOUTHWEST LTD agent(s) for CARLOS ESTRADA request(s) the above action(s) for all or a portion of Lot(s) 7 & 8, Block(s) B, **EASTERN ADDITION**, zoned SU-2/MR, located on PACIFIC AVE SE, between JOHN ST SE and BROADWAY BLVD SE containing approximately 1 acre(s). [REF: Z-72-70] (K-14) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

21. **Project # 1000771**
06DRB-00522 Minor-Sketch Plat or
Plan

TIERRA WEST LLC agent(s) for BCG LLC request(s) the above action(s) for all or a portion of Tract(s) C, **COTTONWOOD POINTE**, zoned SU-1 for R-2, C-2, IP, located on IRVING BLVD NW, between EAGLE RANCH RD NW and the CALABACILLAS ARROYO NW containing approximately 7 acre(s). (B-13) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

22. **Project # 1004829**
06DRB-00486 Minor-Sketch Plat or
Plan

JOHN BLOCK request(s) the above action(s) for all or a portion of Lot(s) 1 & 2, Block(s) 4, **VOLCANO CLIFFS, UNIT 2**, zoned R-1 residential zone, located on CLIFF RD NW, between POPO DR NW and RIMROCK NW containing approximately 1 acre(s). (E-10) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

23. **Project # 1004844**
06DRB-00514 Minor-Sketch Plat or
Plan

MARK HOLMEN request(s) the above action(s) for all or a portion of Tract(s) 31, **ALVARDO GARDENS # 1**, zoned RA-2, located on MATTHEW NW, between RIO GRANDE NW and MEADOWVIEW NW containing approximately 1 acre(s). (G-13) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

24. **Project # 1004846**
06DRB-00524 Minor-Sketch Plat or
Plan

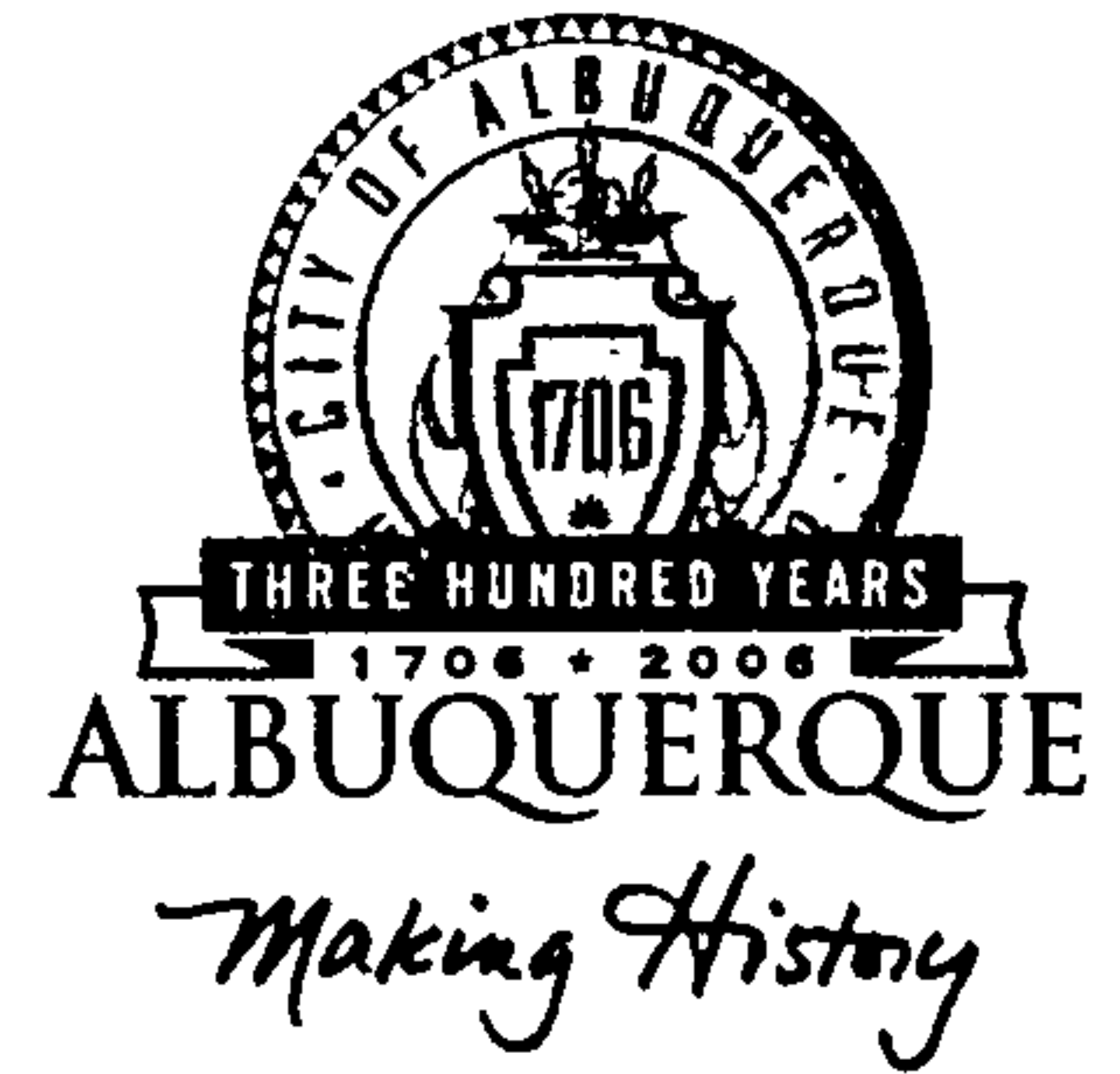
FERNANDO & NORMA ARAGON request(s) the above action(s) for all or a portion of Lot(s) 337 and 364, **RIO GRANDE HEIGHTS**, zoned C-3 heavy commercial zone, located on OLD COORS DR SW, between SUNSET GARDENS RD SW and DOLORES DR SW. [REF: ZA-98-436] (C-3) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

25. Approval of the Development Review Board Minutes for April 5 and April 12, 2006. **THE DEVELOPMENT REVIEW BOARD MINUTES WERE APPROVED BY THE BOARD.**

26. **Other Matters: Project #1004073 – Approval of Amended Infrastructure List with Major changes. THE AMENDED INFRASTRUCTURE LIST WAS APPROVED.**

ADJOURNED: 1:05 P.M.

CITY OF ALBUQUERQUE



**PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
HYDROLOGY DEVELOPMENT SECTION**

DEVELOPMENT REVIEW BOARD--SPEED MEMO

DRB CASE NO/PROJECT NO: 1002478

AGENDA ITEM NO: 9

SUBJECT:

Sidewalk *Deferral*

ACTION REQUESTED:

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

P.O. Box 1293

ENGINEERING COMMENTS:

The Hydrology Section has no objection to the subject request.

Albuquerque

New Mexico 87103

RESOLUTION:

APPROVED ; DENIED ; DEFERRED ; COMMENTS PROVIDED ; WITHDRAWN

www.cabq.gov

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

DATE: April 19, 2006

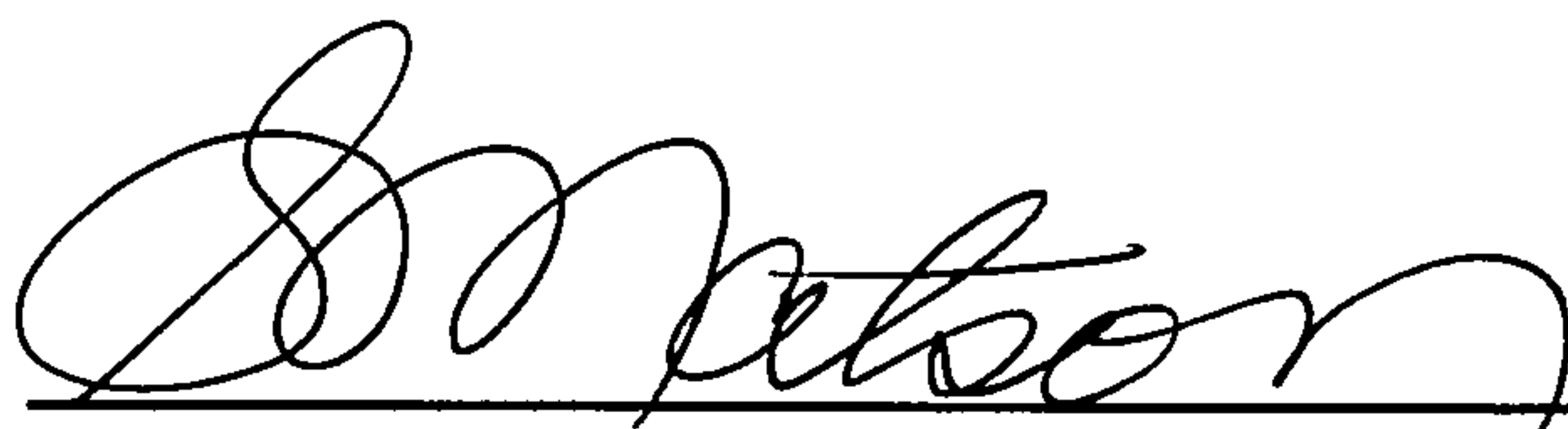
**CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
April 19, 2006
DRB Comments**

ITEM # 9

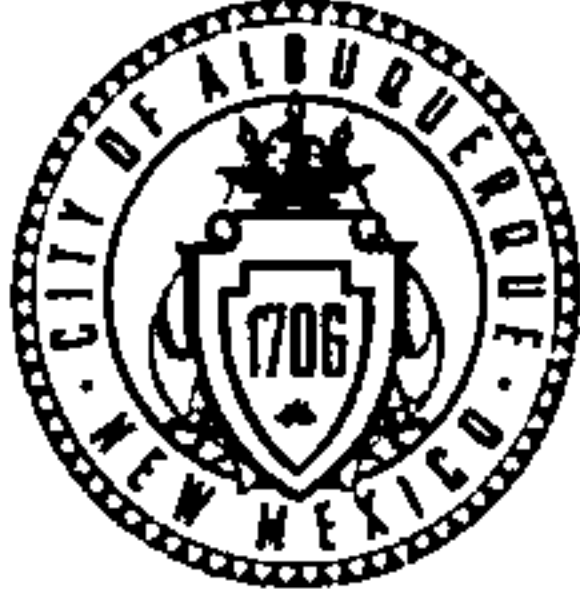
PROJECT # 1002478 APPLICATION # 06-00509

RE: Blue Sky Business Park/tds

No objection to the request for sidewalk deferral.



Sheran Matson, AICP DRB Chair
924-3880 fax 924 3864 smatson@cabq.gov



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

September 21, 2005

2. Project # 1002478
05DRB-01344 Major-Vacation of Public Easements
05DRB-01343 Major-Preliminary Plat Approval

CDS INC agent(s) for PASEO PARTNERSHIP LLC request(s) the above action(s) for all or a portion of Tract(s) T-4, VISTA DEL NORTE (to be known as **BLUE SKY BUSINESS PARK**) zoned M-2 heavy manufacturing zone, located on EL PUEBLO ST NE, between JEFFERSON ST NE and EDITH BLVD NE containing approximately 23 acre(s). (D-16)

At the September 21, 2005, Development Review Board meeting, the vacation was approved as shown on Exhibit C in the Planning file, subject to these findings and conditions:

FINDINGS:

1. The public welfare is in no way served by retaining the rights-of-way and/or easements.
2. There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right.

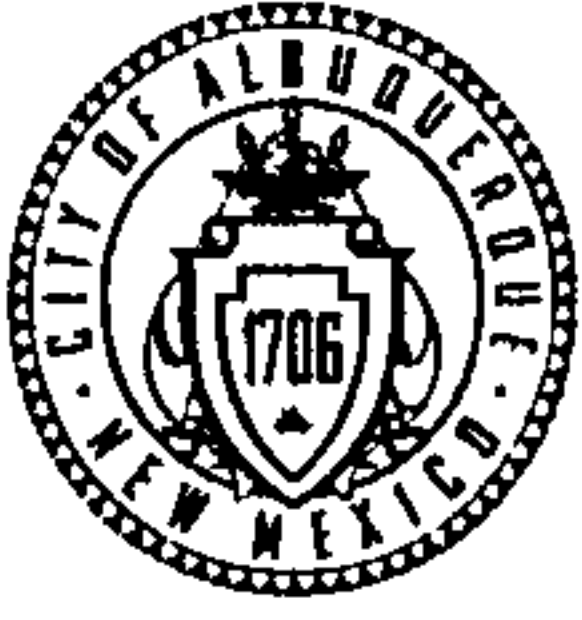
CONDITIONS:

1. The vacated property shall be shown on a replat approved by the Development Review Board and the approved replat shall be filed for record with the Bernalillo County Clerk's Office within one year.

With the signing of the infrastructure list dated 9/21/05 and approval of the grading plan engineer stamp dated 7/18/05 the preliminary plat was approved with the following conditions of final plat:

The current zoning shall appear under the Subdivision Data on the final plat.

Will Jacs Place have a public or private road?



OFFICIAL NOTICE OF DECISION
PAGE 2

If you wish to appeal this decision, you must do so by October 6, 2005, in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal. If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

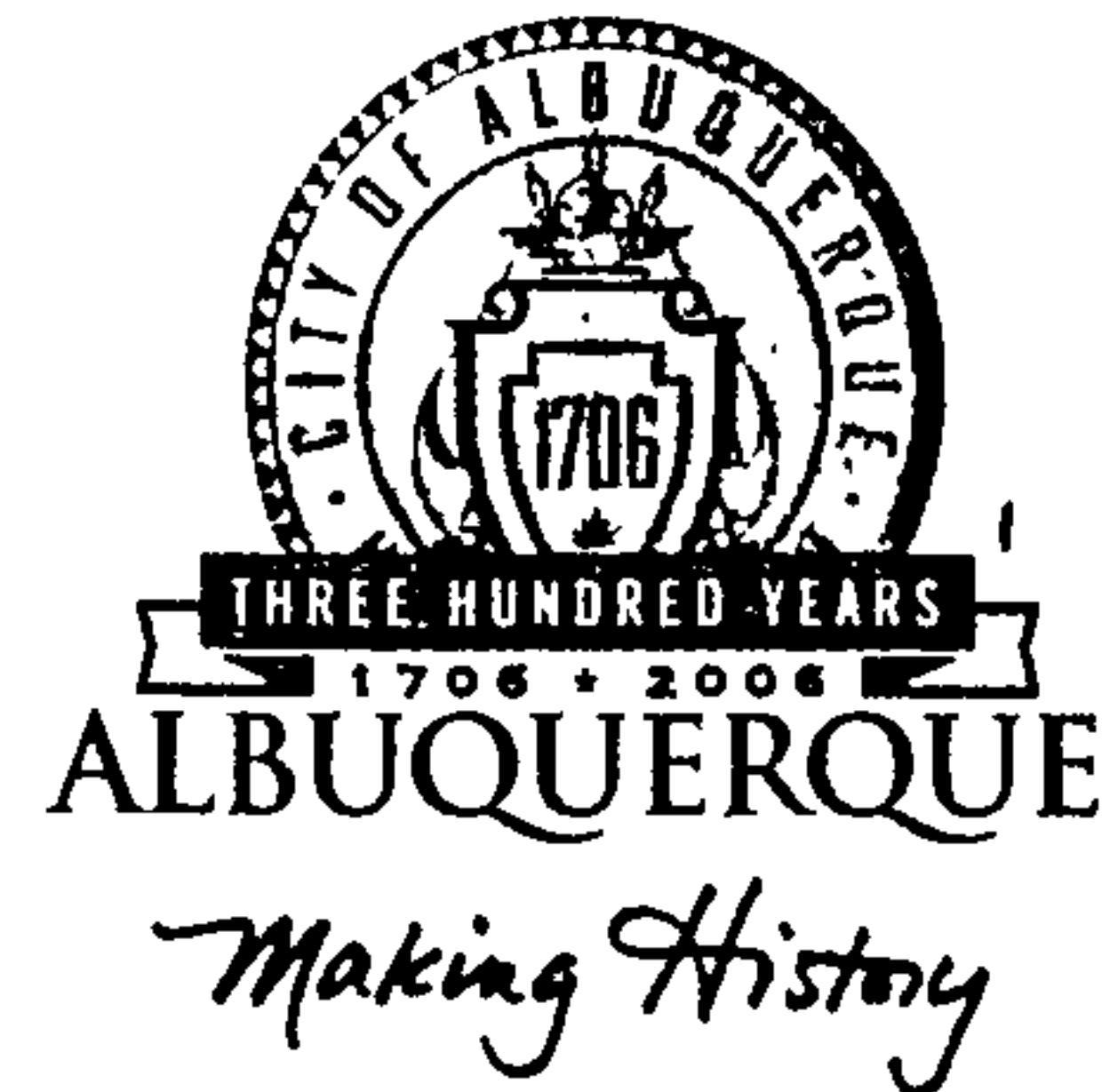
You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Please note that the vacation of all plats, rights-of-way, and easements are void after one year from the final appeal date referenced above if all conditions are not met (The effective date of Development Review Board approval is the hearing date plus the 15-day appeal period.) (REF: Chapter 14 Article 14 Part 7-2 (E)(3)(6) Revised Ordinance.)


Sheran Matson, AICP, DRB Chair

Cc: Paseo Partnership LLC, 5 Pine View Place, Tijeras, NM 87059
CDS Inc., 7209 Corte Ocaso NE, 87113
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

CITY OF ALBUQUERQUE



**PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
HYDROLOGY DEVELOPMENT SECTION**

DEVELOPMENT REVIEW BOARD--SPEED MEMO

DRB CASE NO/PROJECT NO: 1002478

AGENDA ITEM NO: 2

SUBJECT:

Vacation
Preliminary Plat

ACTION REQUESTED:

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

P.O. Box 1293

ENGINEERING COMMENTS:

An approved drainage report dated 7-18-05 is on file for Preliminary Plat approval.
An approved infrastructure list is required for Preliminary Plat approval.
The Hydrology Section has no objection to the vacation request.

Albuquerque

New Mexico 87103

RESOLUTION: *Signal I.L.*

APPROVED X; DENIED ____; DEFERRED ____; COMMENTS PROVIDED ____; WITHDRAWN

www.cabq.gov

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

DATE: September 21, 2005

DRB PUBLIC HEARING SIGN IN SHEETS

CASE NUMBER: 1002478 AGENDA#: 2 DATE: 9.21.05

1. Name: Raymond Dennis
CRS Address: _____ Zip: _____

2. Name: _____ Address: _____ Zip: _____

3. Name: _____ Address: _____ Zip: _____

4. Name: _____ Address: _____ Zip: _____

5. Name: _____ Address: _____ Zip: _____

6. Name: _____ Address: _____ Zip: _____

7. Name: _____ Address: _____ Zip: _____

8. Name: _____ Address: _____ Zip: _____

9. Name: _____ Address: _____ Zip: _____

10. Name: _____ Address: _____ Zip: _____

11. Name: _____ Address: _____ Zip: _____

12. Name: _____ Address: _____ Zip: _____

13. Name: _____ Address: _____ Zip: _____

14. Name: _____ Address: _____ Zip: _____



CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

September 21, 2005

Project # 1002478

05DRB-01344 Major-Vacation of Public Easements
05DRB-01343 Major-Preliminary Plat Approval

CDS INC agent(s) for PASEO PARTNERSHIP LLC request(s) the above action(s) for all or a portion of Tract(s) T-4, VISTA DEL NORTE (to be known as **BLUE SKY BUSINESS PARK**) zoned M-2 heavy manufacturing zone, located on EL PUEBLO ST NE, between JEFFERSON ST NE and EDITH BLVD NE containing approximately 23 acre(s). (D-16)

- AMAFCA No objection to requested actions. AMAFCA will sign work order plans and Final Plat.
- COG For information, the bike lane along the frontage road on the northern boundary of the project (and as shown on the site plan maps) is identified as a bike lane on the Long Range Bikeway System map.
- Transit No objection to the requests.
- Zoning Enforcement No adverse comments.
- Neighborhood Coordination
- Letters sent to Alameda North Valley Assn. (R) and Vista Del Norte Alliance (R) NA.
- APS No adverse comments for the proposed business park to subdivide into 13 individual lots and to proposed three (3) new easements and vacate two (2) unneeded ones.
- Police Department No CPTED or crime prevention comments at this time.
- Fire Department All required fire hydrants shall be installed and made serviceable prior to and during construction of subdivision.
- PNM Electric & Gas CANNOT APPROVE. PNM may grant encroachment. Contact PNM Engineering.

Comcast

No comments received.

QWEST

No comments received.

Environmental Health

No comments received.

M.R.G.C.D.

No comments received.

Open Space Division

No adverse comments.

City Engineer

No objection to the vacation request. An approved drainage report is on file with City Engineer.

Transportation Development

Defer the vacation requests to the affected utilities. Where is the sidewalk for Jacs Place? The right-of-way may need to be widened at the entrance to accommodate sidewalk. Provide a copy of the BNSF agreement to ensure that the infrastructure list contains the proper items. Is this platting action subject to impact fees? Why is there an 18" CMC @ Jacs Place/El Pueblo? Who is maintaining this pipe? (RCP?) The entrance at Jacs Place should be listed separately since the pavement width is wider due to the RR Xing.

Parks & Recreation

Defer to affected agencies regarding vacation. No objection to the Preliminary Plat Approval. The Trails & Bikeways Facility Plan proposes a Primary Trail along North Diversion Channel in this location. In this case the trail is built, so no infrastructure is required.

Utilities Development

No objection to Vacation request. No objection to Preliminary Plat approval. Final plat must dedicate the water/sewer easements as "Public Water and Sanitary Sewer easements dedicated to the ABCWUA".

Planning Department

There is no Zoning information in the Subdivision Data section. Be sure the current zoning appears on the final plat.

There is no objection to the vacation request. The vacation approval expires one year from the DRB approval date. The final plat must be approved and recorded before the one year ends.

Impact Fee Administrator

Construction of new facilities within the proposed subdivision will require payment of Impact Fees. Public Safety Fees for the East Side Service Area will be based per every 1,000 square feet of floor area and the proposed use. Roadways Fees for the I-25 Corridor Service Area will be based per every 1,000 square feet of floor area and the proposed use.

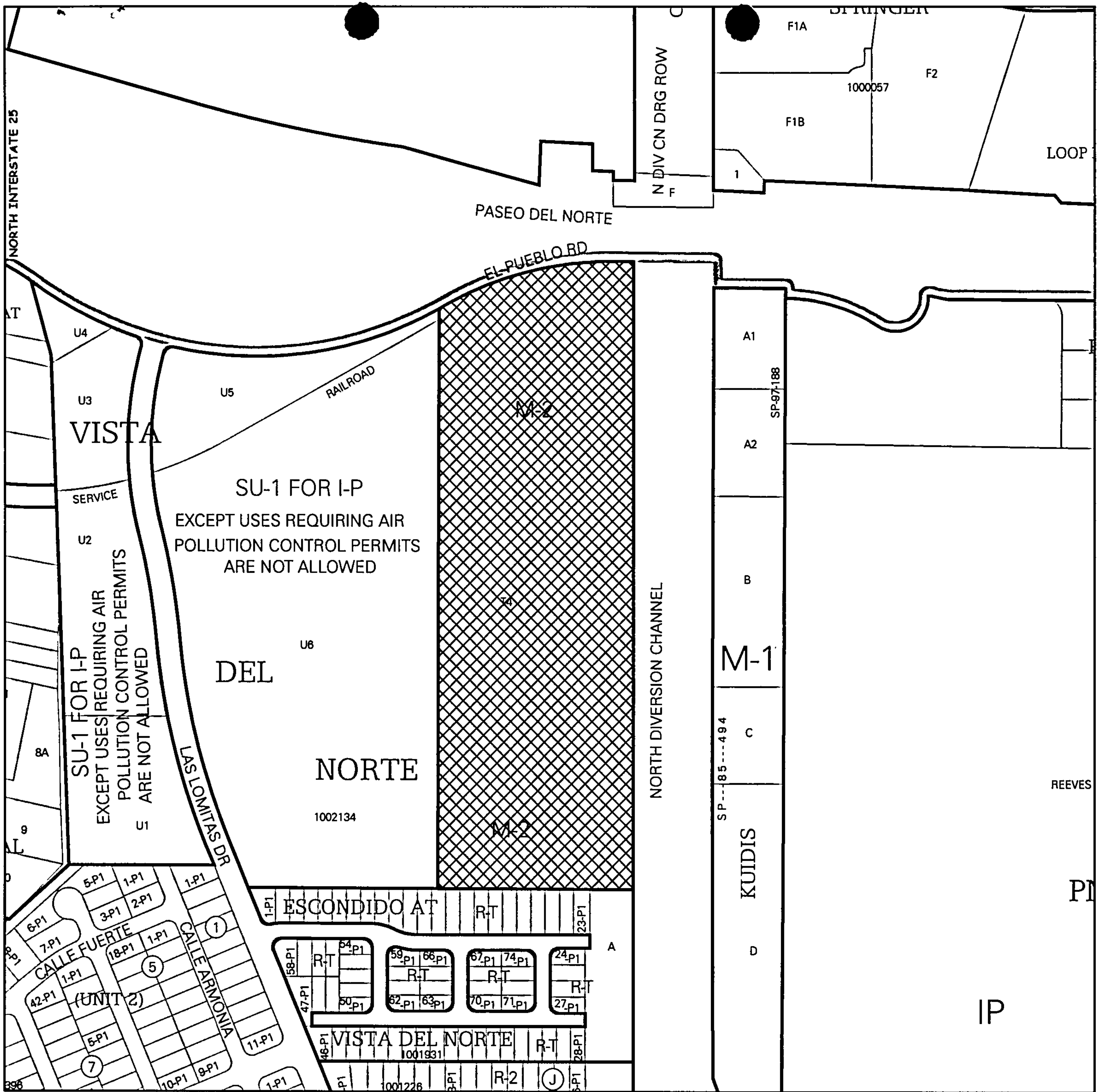
Drainage Fees for the Far Northeast Service Area will be based per impervious acre.

Impact Fees are to be paid at the time of issuance of building permits; however, the total Impact Fees may be paid at a rate of 34% if building permits are obtained by December 30, 2005, and 67% if permits are obtained by December 29, 2006.

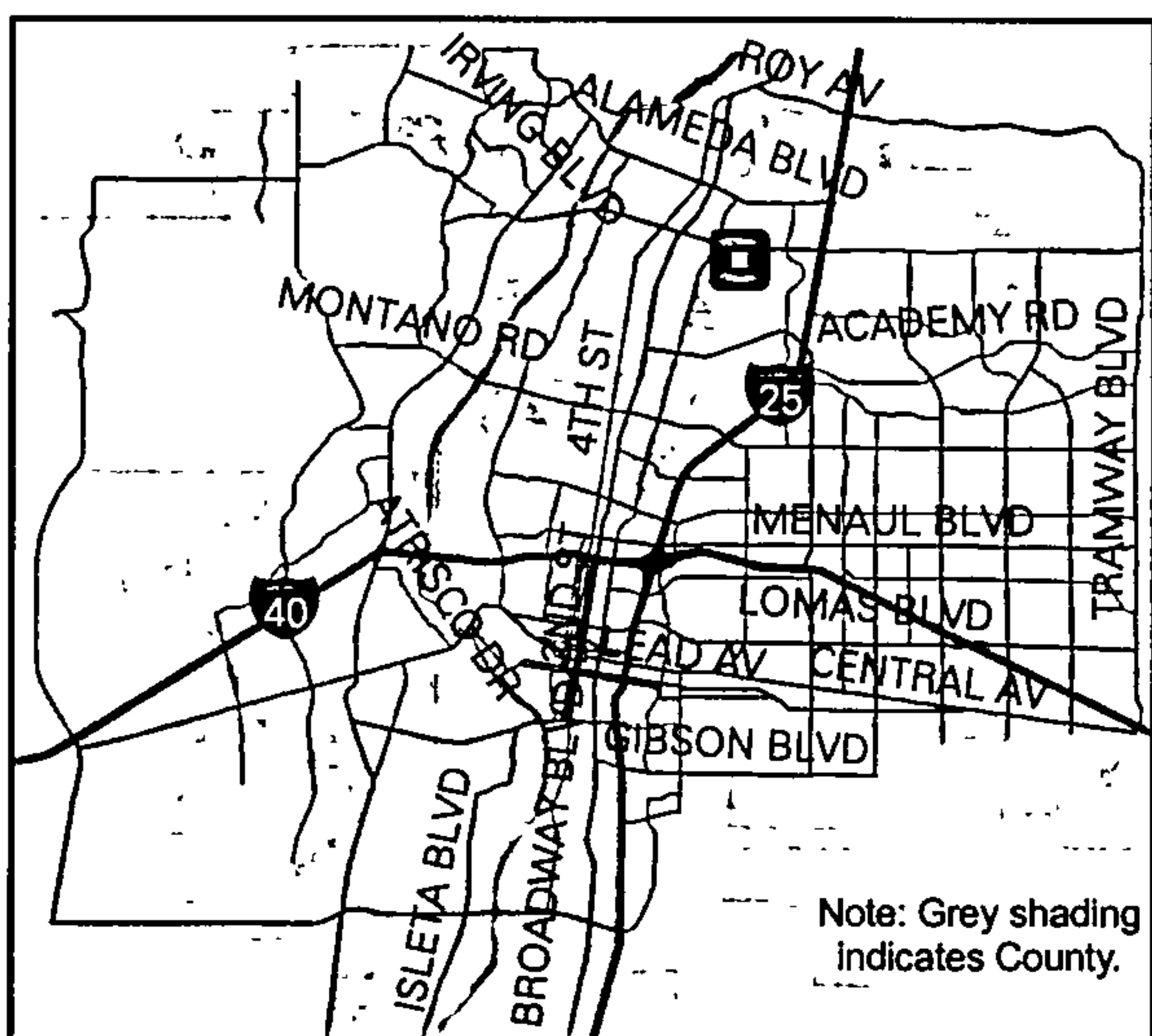
IT IS REQUIRED THAT THE APPLICANT AND/OR AGENT BE PRESENT AT THE HEARING


cc: Paseo Partnership LLC, 5 Pine View Place, Tijeras, NM 87059

CDS, Inc., Attn: Raymond Lee Dennis, 7209 Corte Ocaso NE, 87113



ZONING MAP





1 inch equals 400 feet

Project Number:
1002478

Hearing Date:
9/21/05

Zone Map Page:
D-16

Additional Case Numbers:
1002478
03DRB-00232

**CITY OF PLANNING
PLANNING DEPARTMENT
PROPERTY OWNERSHIP LIST**

Meeting Date: AUGUST 31, 2005
Zone Atlas Page: D-16-Z
Notification Radius: 100 Ft.

Project# 1002478
App# 05DRB-01343

Cross Reference and Location: EL PUEBLO NE BETWEEN JEFFERSON AND
EDITH

Applicant: PASEO PARTNERSHIP LLC.
Address: 5 PINE VIEW PLACE
TIJERAS, NM 87059

Agent: RAYMOND LEE DENNIS CDS, INC.
Address: 7209 CORTE OCASO NE
ALBUQUERQUE, NM 87113

Special Instructions:

**Notice must be mailed from the
City's 15 day prior to the meeting.**

Date Mailed: SEPTEMBER 2, 2005

Signature: YVONNE SAAVEDRA

**CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
PROPERTY OWNERSHIP / LEGAL LIST**

Project# 1002478
Application# 05 DRB-01343

PAGE 1 OF

Zone Atlas Page #	Zone Atlas #	Grid Location	Parcel Sequence	Name & Address
D-16	1016063	473-458	102-04	✓
		517-489	103-16	✓
		517-460	15	✓
		517-418	14	✓
		517-384	13	✓
		517-317	12	✓
		466-336	110-48	✓
		402-438	102-05	✓
		457-354	110-53	✓ Dup ²
		453-354	54	✓ Dup ²
		449-354	55	✓ Dup ²
		445-354	56	✓ Dup ²
		441-354	57	✓ Dup ²
		437-354	58	✓ Dup ²
		432-354	59	✓ Dup ²
		428-354	60	✓ Dup ²
		424-354	61	✓ Dup ²
		420-354	62	✓ Dup ²
		416-354	63	✓ Dup ²
		412-354	64	✓ Dup ⁰
		408-354	65	✓ Dup ²
		404-355	66	✓ Dup ²
		400-356	67	✓ Dup ²
		396-356	68	✓ Dup ²



mainframe@coa1mp3.ca
bq.gov
08/30/2005 04:09 PM

To
cc
bcc
Subject

1 R E C O R D S W I T H L A B E L S PAGE
1
01016063 *** THIS UPC CODE HAS NO MASTER RECORD ON FILE
0101606347345810204 LEGAL: TRAC T T- 4 BULK PLAT FOR TRACTS T-1, T-2, T-3 &
T-4 LAND USE:
PROPERTY ADDR: 00000 PASEO DEL NORTE
OWNER NAME: SUNDT CORP
OWNER ADDR: PO BOX 26685
TUCSON AZ 85726
0101606351748910316 LEGAL: LT A -1 P LAT OF LOTS A-1 & A-2, LANDS OF KUIDIS
CON LAND USE:
PROPERTY ADDR: 00000 PASEO DEL NORTE
OWNER NAME: MOWERY DAN & MARSHA
OWNER ADDR: 04100 S PASEO DEL NORTE FR RD NE
ALBUQUERQUE NM 87113
0101606351746010315 LEGAL: LT A -2 P LAT OF LOTS A-1 & A-2, LANDS OF KUIDIS
CON LAND USE:
PROPERTY ADDR: 00000 PASEO DEL NORTE
OWNER NAME: MOWERY DANIEL R & MARSHA J
OWNER PO BOX 770
CEDAR CREST NM 87008
0101606351741810314 LEGAL: B CO RREC TED LOTS A, B, C, D & E LANDS OF KUIDIS
BE LAND USE:
PROPERTY ADDR: 00000 PASEO DEL NORTE
OWNER NAME: ROBINSON HAROLD ROSCOE AND
OWNER ADDR: 05900 TINNIN RD
ALBUQUERQUE NM 87107
0101606351738410313 LEGAL: LOT C AM ENDED CORRECTED LOTS A B C & D LANDS OF
KU LAND USE:
PROPERTY ADDR: 00000 PASEO DEL NORTE
OWNER NAME: DIXON WILLIAM FRED ETUX
OWNER ADDR: PO BOX 91448
ALBUQUERQUE NM 87199
0101606351731710312 LEGAL: LT D AME NDED CORRECTED LTS A B C & D LANDS OF
KUID LAND USE:
PROPERTY ADDR: 00000 PASEO DEL NORTE
OWNER NAME: TRI-GAS UBC
OWNER ADDR: 04500 PASEO DEL NORTE NE
ALBUQUERQUE NM 87113
0101606346633611048 LEGAL: TR A PLA T FOR ESCONDIDO AT VISTA DEL NORTE
LAND USE:
PROPERTY ADDR: 00000
OWNER NAME: KB HOME SALES-NM CORP
OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 87107
0101606340243810205 LEGAL: TR U -6 B ULK PLAT FOR TRACTS U-1, U-2, U-3, U-4,
U- LAND USE:
PROPERTY ADDR: 00000
OWNER NAME: VISTA DEL NORTE DEVELOPMENT LL
OWNER ADDR: PO BOX 26685
TUCSON AZ 85726

PAGE 2

0101606345735411053 LAND USE:	LEGAL: LT 2 3-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606345335411054 LAND USE:	87107 LEGAL: LT 2 2-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606344935411055 LAND USE:	87107 LEGAL: LT 2 1-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606344535411056 LAND USE:	87107 LEGAL: LT 2 0-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606344135411057 LAND USE:	87107 LEGAL: LT 1 9-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606343735411058 LAND USE:	87107 LEGAL: LT 1 8-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606343235411059 LAND USE:	87107 LEGAL: LT 1 7-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606342835411060 LAND USE:	87107 LEGAL: LT 1 6-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606342435411061 LAND USE:	87107 LEGAL: LT 1 5-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM	87107

PAGE 3

0101606342035411062 LAND USE:	LEGAL: LT 1 4-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606341635411063 LAND USE:	87107 LEGAL: LT 1 3-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606341235411064 LAND USE:	87107 LEGAL: LT 1 2-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606340835411065 LAND USE:	87107 LEGAL: LT 1 1-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606340435511066 LAND USE:	87107 LEGAL: LT 1 0-P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606340035611067 LAND USE:	87107 LEGAL: LT 9 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606339635611068 LAND USE:	87107 LEGAL: LT 8 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606339235611069 LAND USE:	87107 LEGAL: LT 7 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM 0101606338835611070 LAND USE:	87107 LEGAL: LT 6 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
	PROPERTY ADDR: 00000 EL SEGUNDO
	OWNER NAME: KB HOME SALES-NM CORP
	OWNER ADDR: 04921 ALEXANDER NE
ALBUQUERQUE NM	87107

PAGE 4

0101606338435611071 LEGAL: LT 5 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
LAND USE:

PROPERTY ADDR: 00000 EL SEGUNDO
OWNER NAME: KB HOME SALES-NM CORP
OWNER ADDR: 04921 ALEXANDER NE

ALBUQUERQUE NM 87107
0101606338035611072
LAND USE:

LEGAL: LT 4 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
PROPERTY ADDR: 00000 EL SEGUNDO
OWNER NAME: KB HOME SALES-NM CORP
OWNER ADDR: 04921 ALEXANDER NE

ALBUQUERQUE NM 87107
0101606337635611073
LAND USE:

LEGAL: LT 3 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
PROPERTY ADDR: 00000 EL SEGUNDO
OWNER NAME: KB HOME SALES-NM CORP
OWNER ADDR: 04921 ALEXANDER NE

ALBUQUERQUE NM 87107
0101606337235611074
LAND USE:

LEGAL: LT 2 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
PROPERTY ADDR: 00000 EL SEGUNDO
OWNER NAME: KB HOME SALES-NM CORP
OWNER ADDR: 04921 ALEXANDER NE

ALBUQUERQUE NM 87107
0101606336735611075
LAND USE:

LEGAL: LT 1 -P1 PLAT FOR ESCONDIDO AT VISTA DEL NORTE
PROPERTY ADDR: 00000 EL SEGUNDO
OWNER NAME: KB HOME SALES-NM CORP
OWNER ADDR: 04921 ALEXANDER NE

ALBUQUERQUE NM 87107
0101606336433711507
0101606336234111508
0101606336034611509
0101606335835111510
0101606335635611511
0101606334738910701
U- LAND USE:

*** THIS UPC CODE HAS NO MASTER RECORD ON FILE
*** THIS UPC CODE HAS NO MASTER RECORD ON FILE
*** THIS UPC CODE HAS NO MASTER RECORD ON FILE
*** THIS UPC CODE HAS NO MASTER RECORD ON FILE
*** THIS UPC CODE HAS NO MASTER RECORD ON FILE
LEGAL: TR U -1 B ULK PLAT FOR TRACTS U-1, U-2, U-3, U-4,

TUCSON AZ 85726
0101606334244410702
U- LAND USE:

PROPERTY ADDR: 00000
OWNER NAME: VISTA DEL NORTE DEVELOPMENT LL
OWNER ADDR: PO BOX 26685
LEGAL: TR U -2 B ULK PLAT FOR TRACTS U-1, U-2, U-3, U-4,
PROPERTY ADDR: 26685
OWNER NAME: VISTA DEL NORTE DEVELOPMENT LL
OWNER ADDR: PO BOX 26685

TUCSON AZ 85726
0101606333749110703
U- LAND USE:

LEGAL: TR U -3 B ULK PLAT FOR TRACTS U-1, U-2, U-3, U-4,
PROPERTY ADDR: 00000
OWNER NAME: VISTA DEL NORTE DEVELOPMENT LL
OWNER ADDR: PO BOX 26685

TUCSON AZ 85726

PAGE 5

0101606333051610704 LEGAL: TR U -4 B ULK PLAT FOR TRACTS U-1, U-2, U-3, U-4,
U- LAND USE:

PROPERTY ADDR: 00000
OWNER NAME: VISTA DEL NORTE DEVELOPMENT LL
OWNER ADDR: PO BOX 26685

TUCSON AZ 85726

0101606337550210203 LEGAL: TR U -5 B ULK PLAT FOR TRACTS U-1, U-2, U-3, U-4,
U- LAND USE:

PROPERTY ADDR: PO BOX 1293

ALBUQUERQUE NM 87103

OWNER NAME: VISTA DEL NORTE DEVELOPMENT LL
OWNER ADDR: PO BOX 1293

ALBUQUERQUE NM 87103

0101606347345810204 LEGAL: TRAC T T- 4 BULK PLAT FOR TRACTS T-1, T-2, T-3 &
T-4 LAND USE:

PROPERTY ADDR: 00000 PASEO DEL NORTE
OWNER NAME: SUNDT CORP
OWNER ADDR: PO BOX 26685

TUCSON AZ 85726

·
QUIT

"Attachment A"

Date of Request: July 19, 2005

Name: Raymond Lee Dennis

Address/Phone: 7209 Corte Ocaso NE/87113 259-9470

Zone Map: D-16

ALAMEDA NORTH VALLEY ASSN. (ANV) "R"

***Steve Wentworth**

8919 Boe Ln. NE/87113-2328 897-3052 (h)

Leroy Gurule

713 Alameda Blvd. NW, Alameda/87114 890-1845 (h)

VISTA DEL NORTE ALLIANCE (VDN) "R"

***Eddie Kurtz**

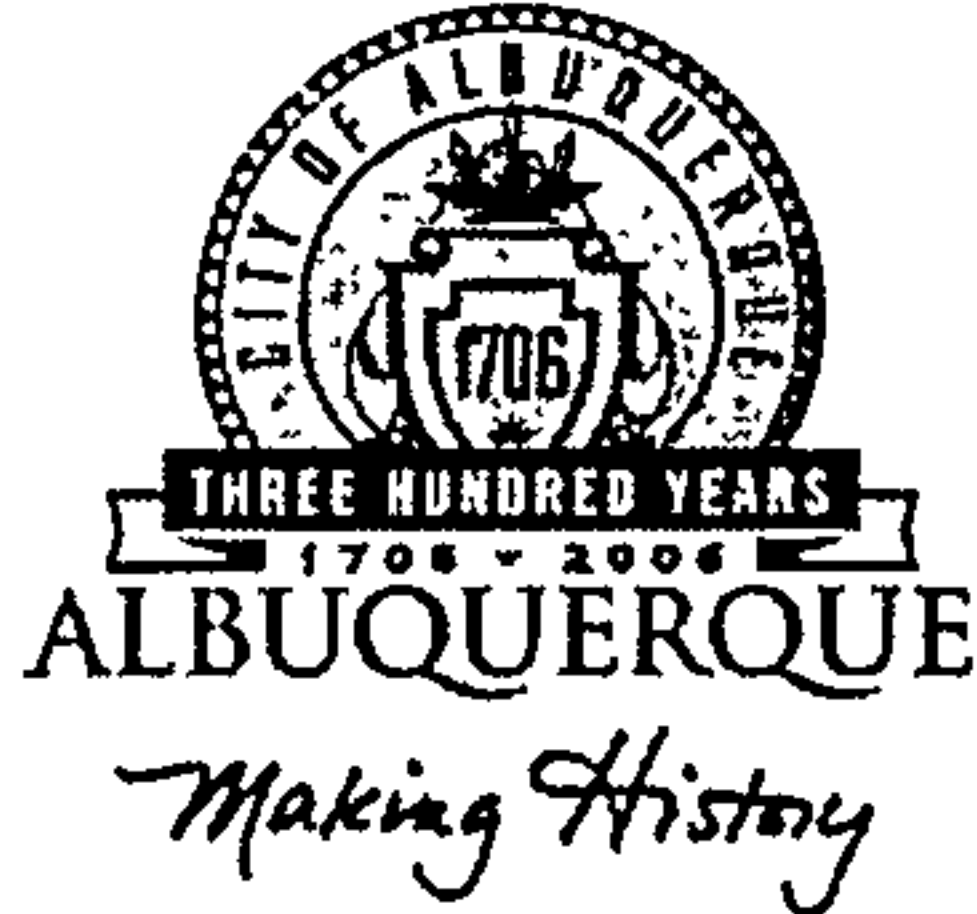
7101 Casa Elena Dr. NE/87113 292-9436 (h) 797-1487 ext. 3009 (w)

Rod Crawley

7331 Sidewinder Dr. NE/87113 299-0145 (h) 837-2290 ext. 230 (w)

ALTHOUGH YOU ARE NOT "OFFICIALLY REQUIRED" BY O-92, you are most welcomed to notify the following "Unrecognized" neighborhood associations of this project.

LETTERS MUST BE SENT TO BOTH
CONTACTS OF EACH
NEIGHBORHOOD ASSOCIATION.



City of Albuquerque
P.O. Box 1293, Albuquerque, NM 87103

PLEASE NOTE: The Neighborhood Association information listed in this letter is valid for one (1) month. If you haven't filed your application within one (1) month of the date of this letter - you will need to get an updated letter from our office. It is your responsibility to provide current information - outdated information may result in a deferral of your case.

July 19, 2005

Raymond Lee Dennis
Paseo Partnership, LLC
7209 Corte Ocaso NE/87113
Phone: 259-9470/Fax: 343-1697

Dear Raymond:

Thank you for your inquiry of July 19, 2005 requesting the names of Recognized Neighborhood Associations who would be affected under the provisions of O-92 by your proposed project at **TRACT T-4, VISTA DEL NORTE LOCATED ON EL PUEBLO NE BETWEEN JEFFERSON NE AND EDITH NE zone map D-16.**

Our records indicate that the Recognized Neighborhood Association(s) affected by this proposal and the contact names are as follows:

SEE "ATTACHMENT A" FOR NEIGHBORHOOD INFORMATION.

Please note that according to O-92 you are required to notify each of these contact persons by **certified mail, return receipt requested, before** the Planning Department will accept your application filing. **IMPORTANT! Failure of adequate notification may result in your Application Hearing being deferred for 30 days.** If you have any questions about the information provided, please contact me at (505) 924-3902 or via an e-mail message at swinklepleck@cabq.gov or by fax at (505) 924-3913.

Sincerely,

Stephani Winklepleck

Stephani I. Winklepleck

Neighborhood Program Coordinator
OFFICE OF NEIGHBORHOOD COORDINATION
Planning Department

planningrnaform(10/08/04)

Project # 1002478

PASEO PARTNERSHIP LLC
5 PINE VIEW PLACE
TIJERAS, NM 87059

STEVE WENTWORTH
Alameda North Valley Assn.
8919 BOE LN NE
ALBUQUERQUE, NM 87113

LEROY LUCERO
713 ALAMEDA BLVD NW
ALBUQUERQUE, NM 8787114

EDDIE KURTZ
Vista Del Norte Alliance
7101 CASA ELENA DR NE
ALBUQUERQUE, NM 87113

ROD CRAWLELY
Vista Del Norte Alliance
7331 SIDEWINDER DR
ALBUQUERQUE, NM 87113

101606347345810204

SUNDT CORP
PO BOX 26688
TUCSON, AZ 85726

101606351748910316

MOWERY DAN & MARSHA
4100 S PASEO DEL NORTE RD NE
ALBUQUERQUE NM 87113

101606351746010315

MOWERY DANIEL R & MARSHA J
PO BOX 770
CEDAR CREST, NM 87008

101606351741810314

ROBINSON HAROLD ROSCOE AND
5900 TINNIN RD
ALBUQUERQUE NM 87107

101606351738410313

DIXON WILLIAM FRED ETUX
PO BOX 91448
ALBUQUERQUE, NM 87199

101606351731710312

TRI-GAS UBC
4500 PASEO DEL NORTE NE
ALBUQUERQUE NM 87113

101606346633611048

KB HOME SALES-NM CORP
4921 ALEXANDER NE
ALBUQUERQUE NM 87107

101606340243810205

VISTA DEL NORTE DEVELOPMENT LL
PO BOX 26685
TUCSON, AZ 85726

101606336433711507

BOWEN JUSTINA M & GREGORY J
7724 CALLE ARMONIA NE
ALBUQUERQUE, NM 87113

101606336234111508

BROWN THOMAS D & PEARL M
7728 CALLE ARMONIA NE
ALBUQUERQUE, NM 87113

1016063360346111509

ODONOVAN BRENDAN F & LA-IAD
7732 CALLE ARMONIA NE
ALBUQUERQUE, NM 87113

101606335835111510

LAMBERT KEIKO E
7736 CALLE ARMONIA NE
ALBUQUERQUE, NM 87113

101606335635611511

ALTMAN BARBARA M
14608 MELINDA LN
ROCKVILLE, MD 20853

101606336433711507 LEGAL: LOT 5-P1 BLK 1 PLAT FOR VALLE GRANDE DEL NORTE NIT
1 CONT. 1377 AC
PROPERTY ADDR: 7724 CALLE ARMONIA NE

OWNERS NAME: BOWEN JUSTINA M & GREGORY J
OWNERS ADDR: 7724 CALLE ARMONIA NE
ALBUQUERQUE, NM 87113

101606336234111508 LEGAL: LOT 4-P1 BLK 1 PLAT FOR VALLE GRANDE DEL NORTE NIT
1 CON .1377AC
PROPERTY ADDR: 7728 CALLE ARMONIA NE

OWNERS NAME: BROWN THOMAS D & PEARL M
OWNERS ADDR: 7728 CALLE ARMONIA NE
ALBUQUERQUE, NM 87113

1016063360346111509 LEGAL: LOT 3-P1 BLK 1 PLAT FOR VALLE GRANDE DEL NORTE NOT
1 CONT .1377 AC
PROPERTY ADDR: 7732 CALLE ARMONIA NE

OWNERS NAME: ODOOVAN BRENDAN F & LA-IAD
OWNERS ADDR: 7732 CALLE ARMONIA NE
ALBUQUERQUE, NM 87113

101606335835111510 LEGAL: LOT 2-P1 BLK 1 PLAT FOR VALLE GRANDE DEL NORTE NIT
1 CONT .1377 AC
PROPERTY ADDR: 7736 CALLE ARMONIA NE

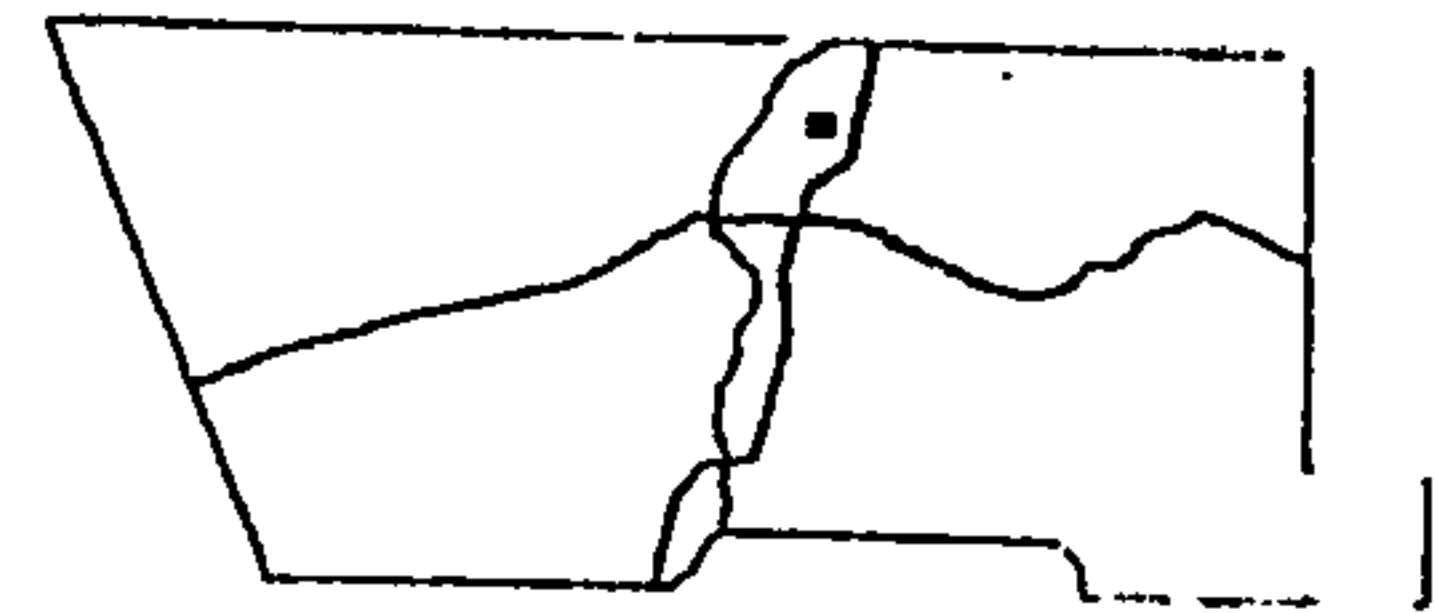
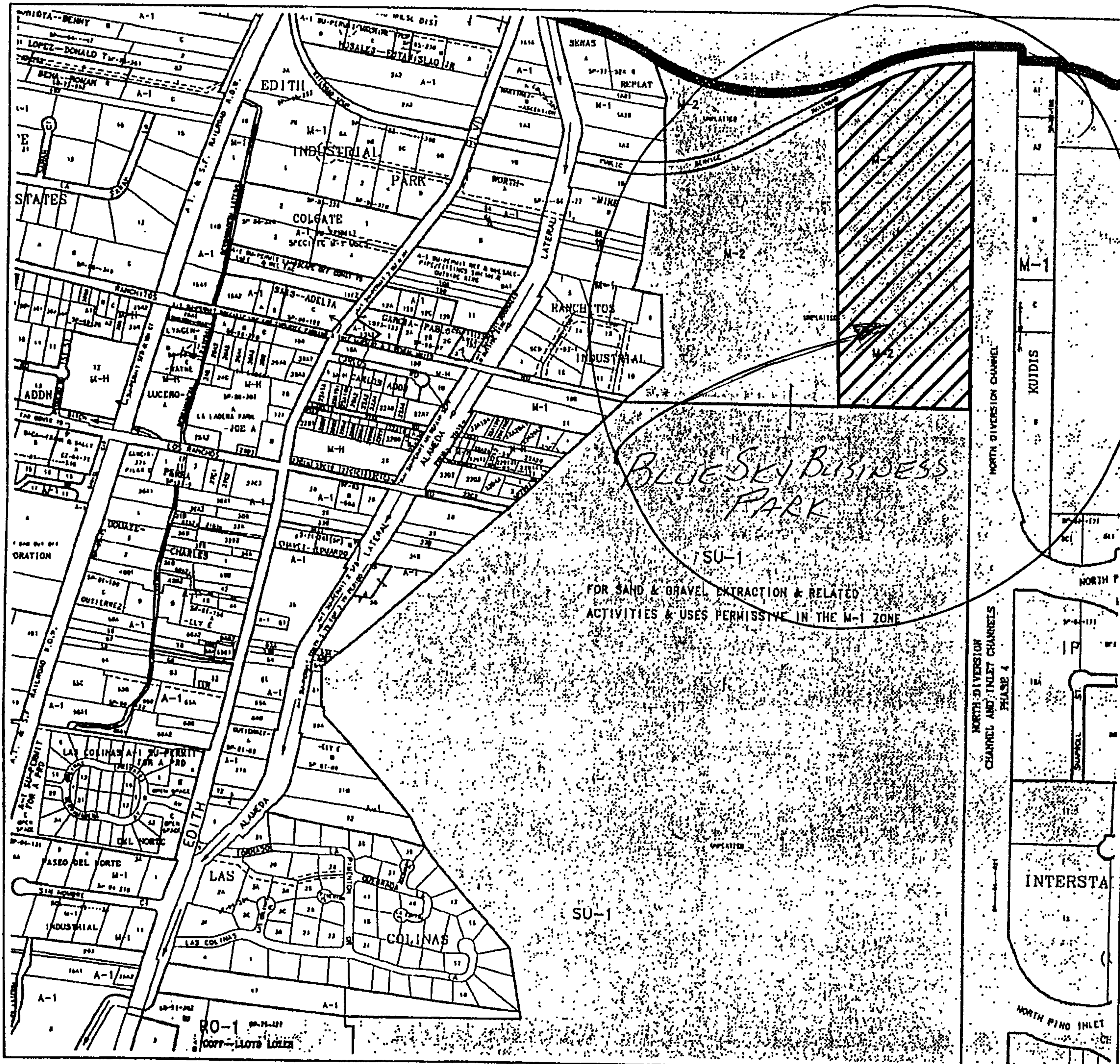
OWNERS NAME: LAMBERT KEIKO E
OWNERS ADDR: 7736 CALLE ARMONIA NE
ALBUQUERQUE, NM 87113

101606335635611511 LEGAL: LOT 1-P1 BLK 1 PLAT FOR VALLE GRANDE DEL NORTE NIT
CONT .1739 AC
PROPERTY ADDR: 7740 CALLE ARMONIA NE

OWNERS NAME: ALTMAN BARBARA M
OWNERS ADDR: 14608 MELINDA LN
ROCKVILLE, MD 20853

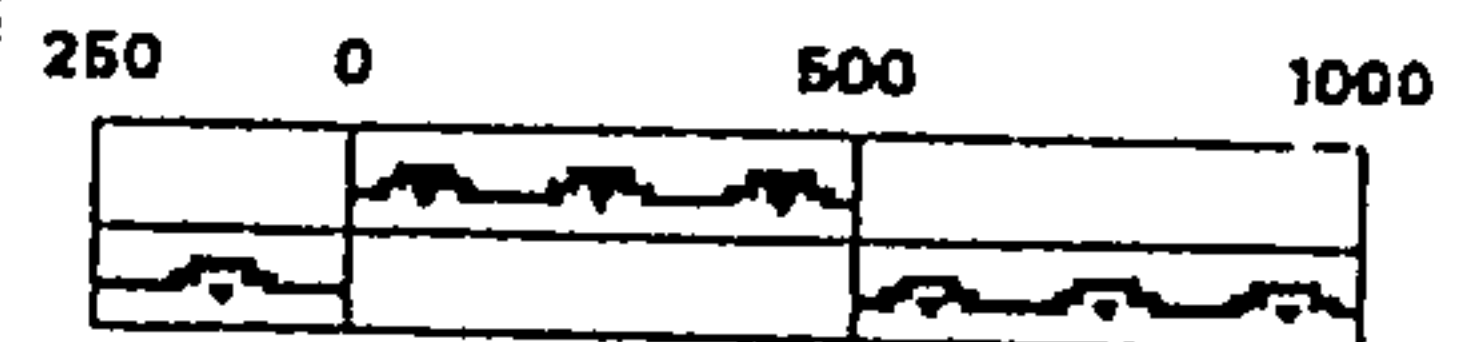
~~101606334738910701~~ LEGAL: ~~TRACT U-1 BULK PLAT FOR TRACTS U-1, U-2, U-3, U-VISTA~~
~~DEL NORTE CON.~~
~~PROPERTY ADDR: LAS LOMINITAS DR NE~~

~~OWNERS NAME: VISTA DEL NORTE DEVELOPMENT LL~~
~~OWNERS ADDR: PO BOX 26685~~
~~TUCSON, AZ 85726~~



LEGAL DESCRIPTION
 T11N
 R3E
 SEC 22

UNIFORM PROPERTY CODE
 1016-063



SCALE IN FEET
 Map amended through March 1999



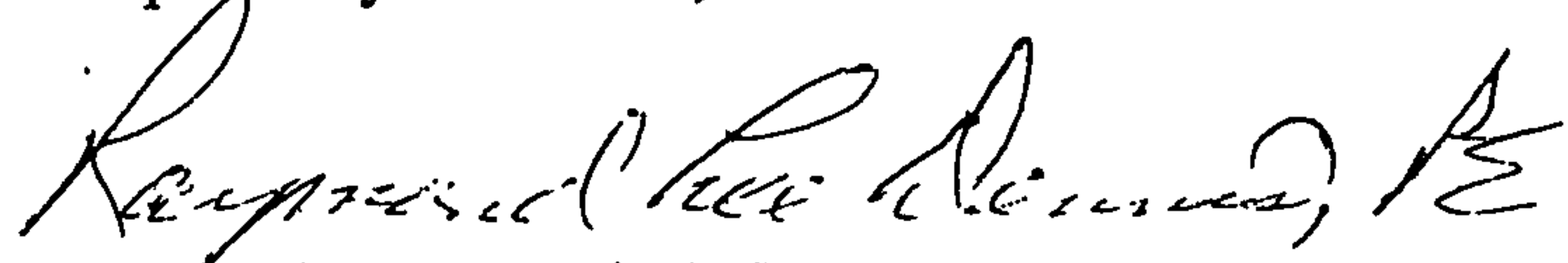
INFORMATION TECHNOLOGY
 GIS SECTION

This information is for reference only.
 Bernalillo County assumes no liability for errors
 associated with the use of these data. Users are
 solely responsible for confirming data accuracy
 when necessary. Source data are from
 Bernalillo County and the City of Albuquerque.

D-16-Z

ATTACHMENT #6

Respectfully submitted,

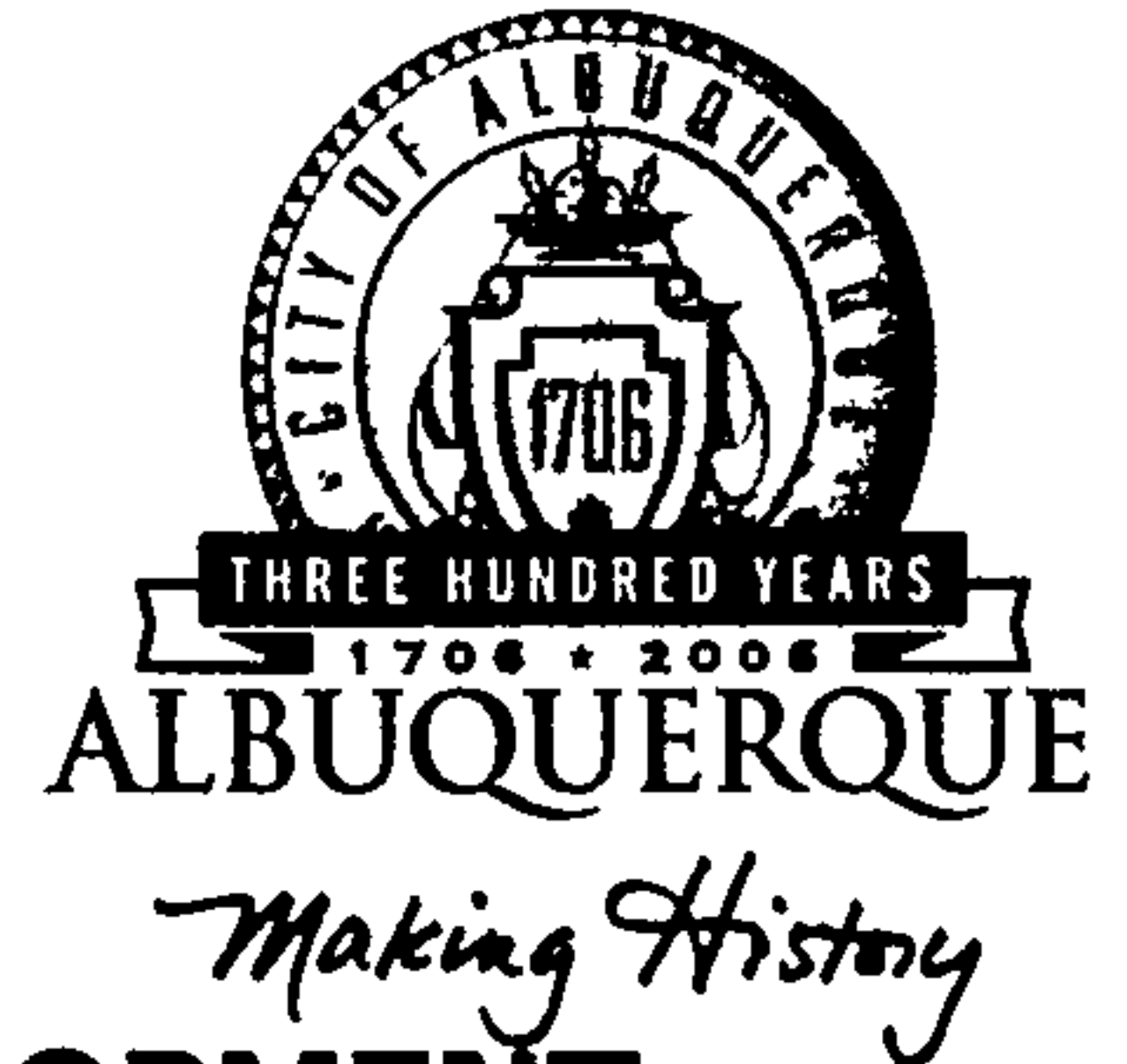


Raymond Lee Dennis, PE

Cc: John Kusianovich, Member, Paseo Partnership, LLC, 5 Pine View Place, Tijeras, NM 87059
File

Attachments:

1. This letter of transmittal is identified as Attachment #1 to the Application Form
2. Check List for Major Subdivision Preliminary Plat Approval
3. Portion of Zone Map D-16 indicating adjacent & previous DRB Case Numbers
4. Infrastructure List
5. Landscaping Agreement
6. Zone Map D-16-Z
7. Form DRWS with related documents
8. Office of Community & Neighborhood Coordination documents
9. Sign Posting Agreement
10. Traffic Impact Study and Air Quality Impact Assessment Form
11. BNSF correspondence
12. Soils Investigation Reports by Vinyard & Assoc.
13. Two easements to be vacated by the Dedication Plat



NOTIFICATION OF HEARING for the DEVELOPMENT REVIEW BOARD

September 7, 2005

TO: Steve Wentworth and Leroy Gurule, Alameda North Valley Assoc.
Eddie Kurtz and Rod Crawley, Vista Del Norte Alliance

This letter will serve as your notification from the City of Albuquerque, under provisions of 0-92 pertaining to a request for: **Requests the following for approximately twenty-three (23) acre(s): Major Vacation of Public Easements and Major Preliminary Plat Approval for a proposed business park which will be divided into thirteen (13) individual lots.**

Proposed by: CDS, Inc. at 259-9470
Agent for: Paseo Partnership, LLC

P.O. Box 1293

For property located: **On or near El Pueblo Street NE between Jefferson Street NE and Edith Boulevard NE.**

Albuquerque

The case number(s) assigned is: **05DRB- 01344 and 01343, Project # 1002478.**

City Planning accepted application for this request on **August 22, 2005.**

New Mexico 87103

The owner, applicant, and/or agent certified at the time of application acceptance that they notified you of the proposed action by *certified mail, return receipt requested.*

www.cabq.gov

Please be advised that this application is scheduled for a hearing before the Development Review Board (DRB) at **9 a.m. on Wednesday, September 21, 2005** in the **Planning Hearing Room, Lower Level, Plaza Del Sol Building, 600 Second St. NW.**

You should contact **Claire Senova** at **924-3946** to confirm this date, time, and to seek further information.

If you have any questions **-OR-** have not been contacted by the applicant, please call **Stephani Winklepleck** at **924-3902** or by e-mail at swinklepleck@cabq.gov.

Sincerely,

Stephani J. Winklepleck

Stephani I. Winklepleck

Neighborhood Program Coordinator

OFFICE OF NEIGHBORHOOD COORDINATION

PLANNING DEPARTMENT

**cc: Claire Senova, DRB
Administrative Assistant**



**PUBLIC HEARING--DEVELOPMENT REVIEW BOARD
CITY OF ALBUQUERQUE**

Notice is hereby given that the Development Review Board, City of Albuquerque, will hold a public hearing in the **Plaza del Sol Hearing Room, Basement, Plaza del Sol Building, 600 2nd St NW**, on **Wednesday, September 21, 2005**, beginning at **9:00 a.m.** for the purpose of considering the following:

Project # 1000511

05DRB-01342 Major-Vacation of Public Easements

MIKE MONTOYA request(s) the above action(s) for all or a portion of Tract(s) A-1 through A-3, **HERITAGE EAST, UNIT 3**, zoned R-D residential and related uses zone, developing area, located on DE VARGAS NE and FREEDOM WAY NE containing approximately 1 acre(s). [REF: DRB-94-851, 05-DRB-01101, 05-DRB01102] (D-20)

Project # 1002478

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05DRB-01343 Major-Preliminary Plat Approval

CDS INC agent(s) for PASEO PARTNERSHIP LLC request(s) the above action(s) for all or a portion of Tract(s) T-4, VISTA DEL NORTE (to be known as **BLUE SKY BUSINESS PARK**) zoned M-2 heavy manufacturing zone, located on EL PUEBLO ST NE, between JEFFERSON ST NE and EDITH BLVD NE containing approximately 23 acre(s). (D-16)

Project # 1004404

05DRB-01364 Major-Bulk Land Variance
05DRB-01365 Major-Vacation of Public Easements
05DRB-01367 Minor-Prelim&Final Plat Approval

SURV-TEK INC agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of Tract(s) H-2, **THE TRAILS, UNIT 1**, and unplatted lands, zoned R-D residential and related uses zone, developing area, located on PASEO DEL NORTE NW west of RAINBOW ST NW and containing approximately 165 acre(s). (C-8/C-9)

Details of the application(s) may be examined at the Development Services Center of the Planning Department, Second Floor, Plaza Del Sol Building, 600 2nd St NW, between 10:00 a.m. and 12:00 p.m. or 2:00 p.m. and 4:00 p.m. Monday through Friday except holidays **INDIVIDUALS WITH DISABILITIES** who need special assistance to participate at this hearing should contact Claire Senova, Planning Department, at 924-3946 (VOICE) or teletypewriter (TTY) 924-3361 – TTY users may also access the Voice number via the New Mexico Relay Network by calling toll-free 1-800-659-8331.


Sheran Matson, AICP, DRB Chair
Development Review Board

TO BE PUBLISHED IN THE ALBUQUERQUE JOURNAL MONDAY, SEPTEMBER 5, 2005.

City of Albuquerque



DEVELOPMENT/ PLAN REVIEW APPLICATION

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

Supplemental form

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 2nd 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): _____ PHONE: _____
 ADDRESS: _____ FAX: _____
 CITY: _____ STATE _____ ZIP _____ E-MAIL: _____

APPLICANT: PASCO PARTNERSHIP, LLC PHONE: 350-1743
 ADDRESS: 6116 BUFFALO GRASS NE FAX: _____
 CITY: ALBUQUERQUE STATE NM ZIP 87111 E-MAIL: KSNV10@AOL.COM
 Proprietary interest in site: OWNER List all owners: _____

DESCRIPTION OF REQUEST: 2ND EXTENSION AGREEMENT
SIDEWALK DEFERRAL PROJECT #1002478

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. TR T-4 Block: _____ Unit: _____
 Subdiv/Addn/TBKA: VISTA DEL
 Existing Zoning: M-2 Proposed zoning: _____ MRGCD Map No NA
 Zone Atlas page(s): D-16 UPC Code: 10160.634656610231

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX-, Z-, V-, S-, etc.):
PROJECT NO 666589 PROJECT 1002478

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? NO
 No. of existing lots: _____ No. of proposed lots: _____ Total area of site (acres): _____
 LOCATION OF PROPERTY BY STREETS: On or Near: Pasco del Norte
 Between: Jefferson and Edith
 Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: _____

SIGNATURE [Signature] DATE 1/8/09
 (Print) JOHN KUSIANOVICH 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
100 10DRB - 70009	IDS		\$ 0
	CMF		\$ 20.00
			\$
			\$
			\$
			\$
			Total
			\$ 20.00

Hearing date January 20, 2009

[Signature] 1-8-10
 Planner signature / date

Project # 1002478

FORM V: SUBDIVISION VARIANCES & VACATIONS

- BULK LAND VARIANCE (DRB04)** **(PUBLIC HEARING CASE)**
 - Application for Minor Plat on FORM S-3, including those submittal requirements. **24 copies**
 - Letter briefly describing and explaining: the request, compliance with the Development Process Manual, and all improvements to be waived.
 - Notice on the proposed Plat that there are conditions to subsequent subdivision (refer to DPM)
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application

DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

- VACATION OF PUBLIC EASEMENT (DRB27)**
- VACATION OF PUBLIC RIGHT-OF-WAY (DRB28)**
 - The complete document which created the public easement (folded to fit into an 8.5" by 14" pocket) **24 copies.**
(Not required for City owned public right-of-way.)
 - Drawing showing the easement or right-of-way to be vacated, etc. (not to exceed 8.5" by 11") **24 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application

Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire.
DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

- SIDEWALK VARIANCE (DRB20)**
- SIDEWALK WAIVER (DRB21)**
 - Scale drawing showing the proposed variance or waiver (not to exceed 8.5" by 14") **6 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the variance or waiver
 - List any original and/or related file numbers on the cover application

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

- SUBDIVISION DESIGN VARIANCE FROM MINIMUM DPM STANDARDS (DRB25)**
 - Scale drawing showing the location of the proposed variance or waiver (not to exceed 8.5" by 14") **24 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the variance
 - Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
 - Sign Posting Agreement
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application

DRB meetings are approximately 30 DAYS after the filing deadline. Your attendance is required.

- TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION (DRB19)**
- EXTENSION OF THE SIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION (DRB07)**
 - Drawing showing the sidewalks subject to the proposed deferral or extension (not to exceed 8.5" by 14") **6 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the deferral or extension
 - List any original and/or related file numbers on the cover application

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

- VACATION OF PRIVATE EASEMENT (DRB26)**
- VACATION OF RECORDED PLAT (DRB29)**
 - The complete document which created the private easement/recorded plat (not to exceed 8.5" by 14") **6 copies**
 - Scale drawing showing the easement to be vacated (8.5" by 11") **6 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter/documents briefly describing, explaining, and justifying the vacation **6 copies**
 - Letter of authorization from the grantors and the beneficiaries (private easement only)
 - Fee (see schedule)
 - List any original and/or related file numbers on the cover application

Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire.
DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

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

JOHN KUSIA NOVICK
Applicant name (print)

[Signature]
Applicant signature / date

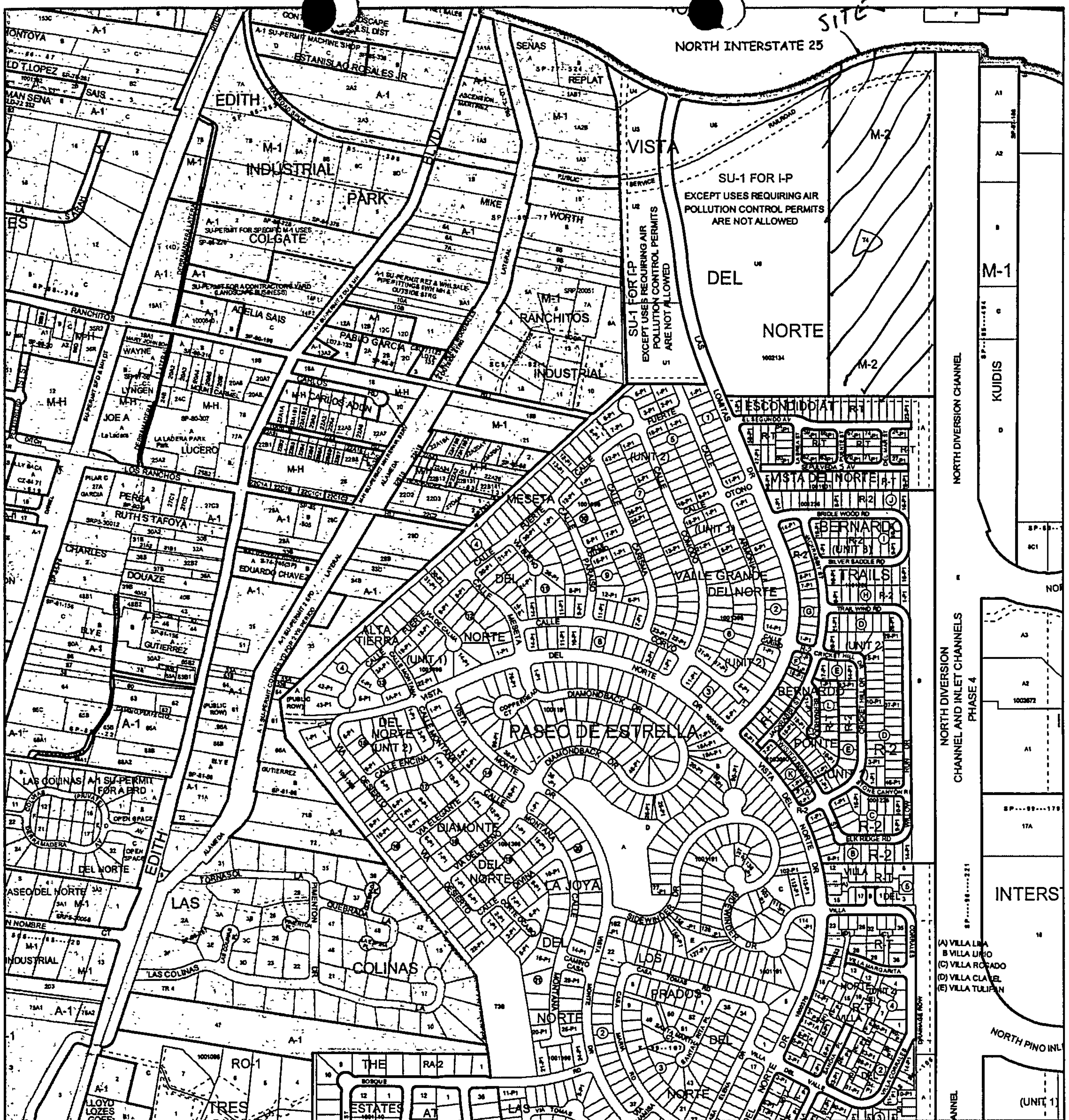


Form revised 4/07

- Checklists complete
 - Fees collected
 - Case #'s assigned
 - Related #'s listed
- Application case numbers
10 DRB - 20009

[Signature] 1-8-10
Planner signature / date

Project # 1002478



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

AGIS
Albuquerque Geographic Information System

Map amended through: 11/2/2005

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
D-16-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

JANUARY 8, 2010


CITY OF ALBUQUERQUE
Development Review Board
Plaza del Sol
600 2ND ST. NW
ALBUQUERQUE, NM 87102

RE: 2ND Extension Agreement Sidewalk
deferral, Blue Sky Subdivision

Ladies and Gentlemen:

There is a current sidewalk deferral
until July 21, 2010. (Project # 666589)
We have bought the land loan from
1st Community Bank and need to replace
their financial guarantee with one
from Century Bank. Since there is
only one lot developed, we would also
like to extend the deferral to
October 11, 2011 to coincide with
the new financial guarantee.

Thank you


JOAN KOSIANOVITCH
FOR PASEO PARTNERSHIP LLC

(505) 350-1743

FIGURE 18

2nd EXTENSION AGREEMENT
SIDEWALK DEFERRAL
PROJECT NO. 666589

This Agreement made this ___ day of _____, 20___, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) PASEO PARTNERSHIP LLC ("Developer"), whose address is 6116 BUFFALO GRASS NE, ALBUQUERQUE 87111 and whose telephone number is 286-2663 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Developer entered into an Agreement on the 21st day of July, 2006, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on July 24, 2006, at Book Misc. A120, pages 9267 through _____ ("Earlier Agreement"), by which the Developer agreed to complete the construction of certain infrastructure improvements on or before the 6th day of May 2008; and

WHEREAS, ^{Doc#} the Earlier Agreement was amended by a FIRST Extension Agreement dated July 8, 2008 recorded _____, in Book Misc. 2008077685, pages 1 through 3, records of Bernalillo County, New Mexico, extending the construction deadline to July 21, 2010; and

WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and

WHEREAS, it appears that the Developer will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Developer an extension of time in which to complete construction of all or part of the improvements, provided the Developer posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Developer is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in

the attached Exhibit A, is extended (Complete either A or B:)

A. For all improvements, the 9th day of OCTOBER, 2011.

B. On portions of the improvements as follows:

<u>IMPROVEMENTS</u>	<u>COMPLETION DATE</u>
_____	_____
_____	_____
_____	_____

2. With this Extension Agreement, Developer has provided the City with the following financial guaranty:

Type of Financial Guaranty: LOAN RESERVE
Amount: \$ 55,436.94
Name of Financial Institution or Surety providing Guaranty: CENTURY BANK
Date City first able to call Guaranty (Construction Completion Deadline): OCT. 9, 2011
If Guaranty other than a Bond, last day City able to call Guaranty s: DEC. 9, 2011
Additional information: _____

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

Executed on the date stated in the first paragraph of this Agreement.

DEVELOPER:

CITY OF ALBUQUERQUE:

PASCO PARTNERSHIP, LLC
By: [Signature]
Name: JOHN KUSIANOVICH
Title: MEMBER
Dated: 12/30/09

By: _____
Richard Dourte, City Engineer
Dated: _____

DEVELOPER'S NOTARY

STATE OF NM)
) ss.
COUNTY OF Bernalillo)



This instrument was acknowledged before me on 30th day of Dec, 2009 by
(name of person:) John D. KUSIANOVICH, (title or capacity, for instance,
"President" or "Owner") Member LLC
of (Developer:) Briggs PASEO PARTNERSHIP, LLC.

My Commission Expires:
6/2/2011

Jackie M Hines
Notary Public

CITY'S NOTARY

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

This instrument was acknowledged before me on _____ day of _____,
20__ by Richard Dourte, City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of said corporation.

My Commission Expires:

Notary Public

CENTURY BANK

People • Relationships • Community

December 7, 2009

City of Albuquerque
P O Box 1293
Albuquerque NM 87103

RE: Loan Reserve for the benefit of Paseo Partnership LLC

City of Albuquerque Project Number 666589

Dear Sir:

This letter is to advise the City of Albuquerque (City) that, at the request of Paseo Partnership LLC (developer), Century Bank (financial institution) in Albuquerque NM, holds as a loan reserve the sum of Fifty five thousand four hundred thirty six dollars and ninety four cents (\$55,436.94). These funds are for the exclusive purpose of providing the financial guarantee which the city requires Paseo Partnership LLC to provide for the installation of improvements which must be constructed at Project Number 666589. The improvements are identified in the agreement between the City of Albuquerque and the Developer which was recorded on July 24, 2006 in the records of the county Clerk of Bernalillo County, New Mexico in Book Misc and page 1 through 4.

- 1) Reduction of Reserve. If the Assistant Director of Public Works / Engineering for the city or that person's authorized designee, determines that it is appropriate to release a specified amount of the loan reserves as a result of the developers construction of a portion of the required infrastructure, then the Assistant Director of Public Works / Engineering or that persons authorized designee, may execute an Authorization to Release, which will authorize the financial institution release a specified amount from the loan reserves. The Authorization to Release will state the amount of the reduced loan reserve balance which must be maintained following the reduction. The Reduced Loan Reserve Balance shall not be reduced by more than 90% of the City's estimated cost of the Project until the Project is accepted by the City. When the financial institution receives the authorization to release, which has been signed by the City, the financial institution may reduce the loan reserve to the Reduced Loan Reserve Balance.
- 2) Liability of Financial Institution. Although the City may approve the Financial Institutions release of a part of the loan reserve, the approval will not constitute the City's final acceptance of part or the entire project. However, no matter what agreement exists between the Developer and the City, the total liability of the financial institution to the City with respect to the loan reserve established pursuant to this Loan Reserve Letter at all times be limited to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City, the financial institution's liability to the City under this Loan Reserve Letter shall cease upon termination of the loan reserve as provided in Section 4 herein. It is expressly understood that the Financial Institutions liability shall not exceed the cost of completing the required improvements as set out in the Agreement.

Santa Fe ♦ Española ♦ Albuquerque

8220 San Pedro Drive NE, Suite 200 Albuquerque, NM 87113

t 505.798.5900 www.centurynetbank.com



MEMBER
FDIC

- 3) Draw on Reserve. If by October 9, 2011, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between October 9, 2011 and December 9, 2011 inclusive, the City may demand payments from the financial institution up to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The City may demand payment by delivering to the Financial Institution a certified "Demand for Payment" executed by the CAO or his authorized designee, which shall state that the Developer has failed to comply with the terms of the Agreement and also shall state the reasonable estimated cost of completing the improvements specified in the Agreement ("Estimated Cost of completion"). Upon receipt of the demand for payment, the financial institution shall have ten days to protest in writing to the CAO the amount of the estimate. If the financial institution does not do so, it shall promptly draw from the loan reserve by cashiers check to the City in the amount of the estimated cost of completion, not to exceed the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. If the Financial Institution does protest, the City and the Financial Institution shall confer and workout the estimated cost of completion and then the Financial Institution shall make the required payment.

- 4) Termination of Reserve. This loan reserve is for the benefit of the City and shall be irrevocable until the occurrence of one of the following;
 - a. Sixty (60) days after the City accepts the completed improvements specified in the agreement; or
 - b. City delivery of the Demand for Payment and the Financial institutions payment to the City by Cashiers Check as required in Section 3 herein; or
 - c. Expiration of the date December 9, 2011; or
 - d. Written termination of this Loan Reserve Letter, signed by the Chief Administrative Officer of the City.

Century Bank

By: _____

Tom Baker its Vice President

ACCEPTED:
City of Albuquerque

By; _____

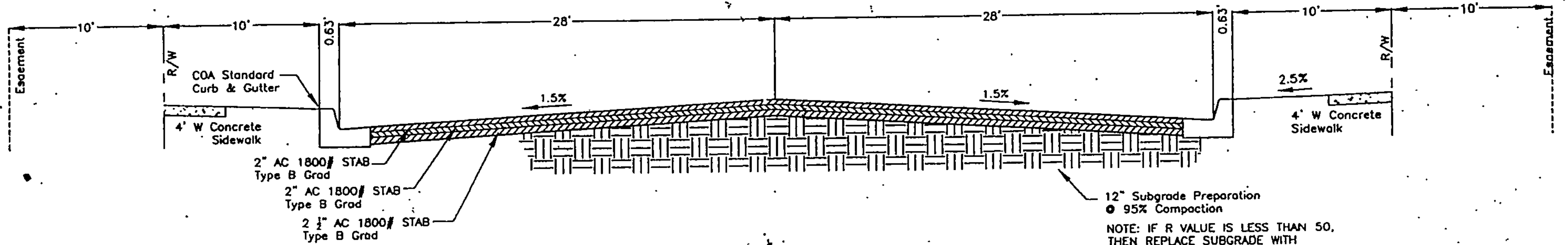
Title _____

Printed name _____

REQUEST FOR SIDEWALK
DEFERRAL SUBMITTED
TO C.O.A. 4-10-06

0+18.88 MATCH NEW PAVEMENT EDGE EL PUEBLO

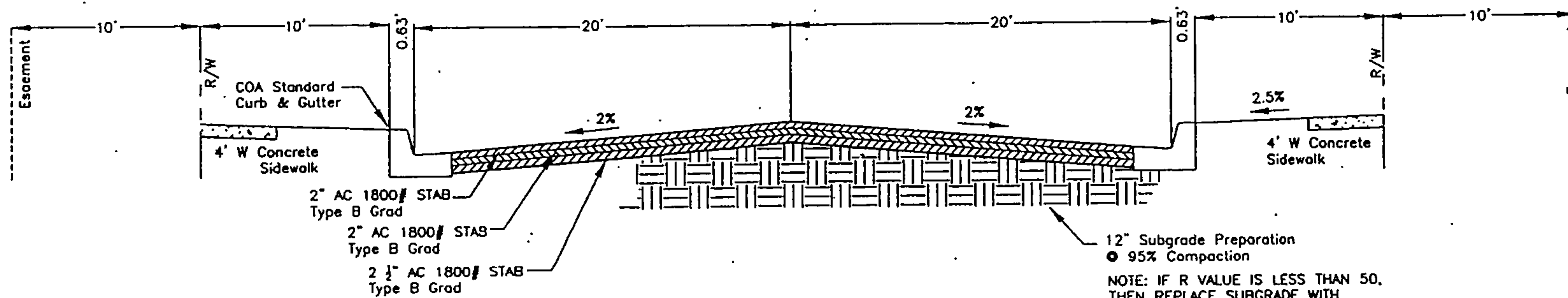
STA 0+18.88 TO STA 0+66.80 TRANSITION FROM EDGE
OF EL PUEBLO TO 1.5% CROWN



STA 0+68.80 TO STA 2+88.56

STA 2+88.56 TO EQUATION STA 3+79.38 BK = STA
4+04.51 AH. TRANSITION FROM 56' F.F, 1.5% CROWN TO
40' F.F, 2% CROWN.

STA 2+88.56 TO STA 4+42.72 AH. RIGHT OF WAY
TRANSITIONS FROM 76' WIDE TO 60' WIDE.

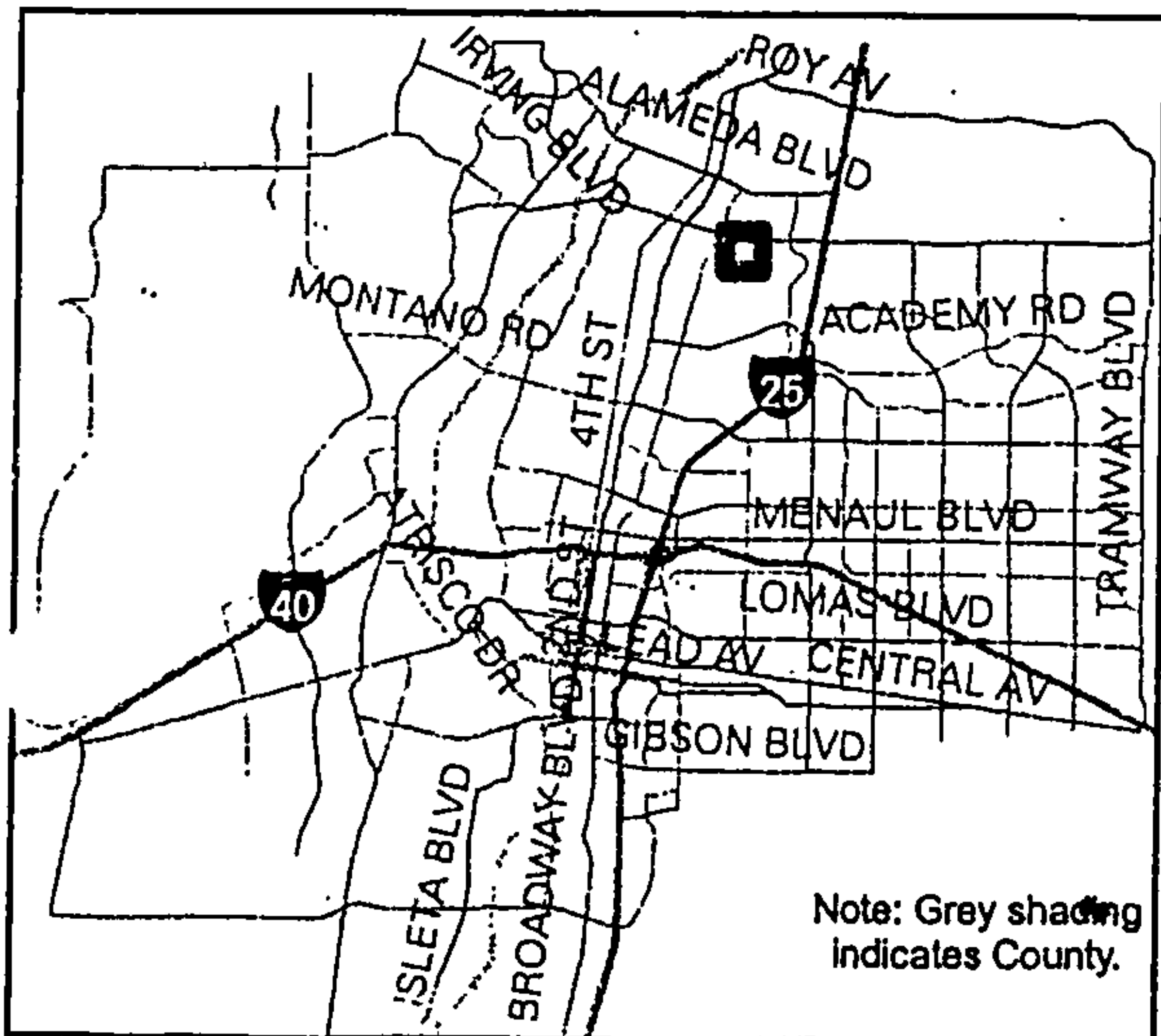
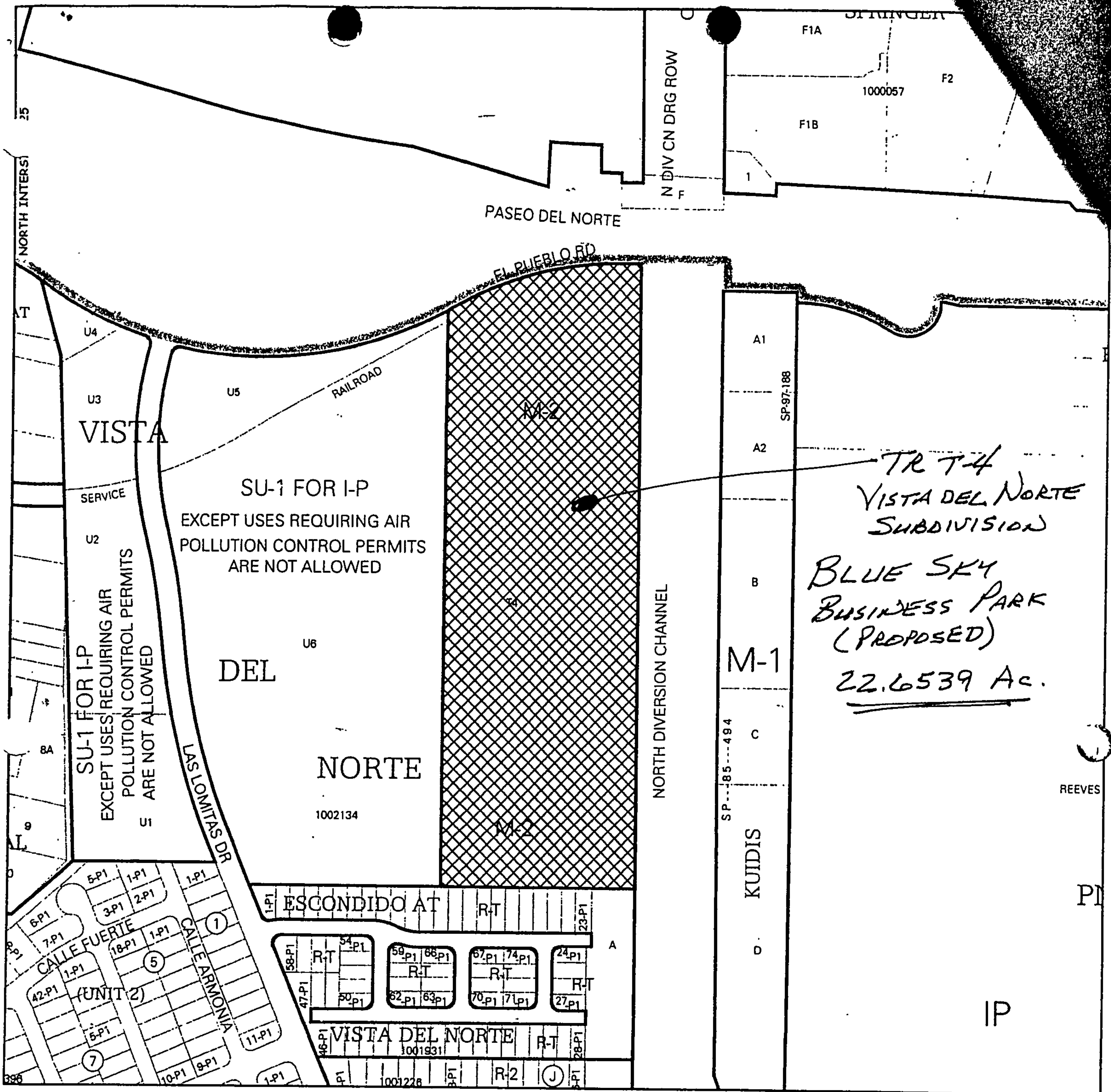


STA 4+04.51 TO STA 13+24.70

STA 13+24.70 TO 14+18.94 CUL-DE-SAC SEE
ROADWAY PLAN & PROFILE

NOTE: PAVEMENT DESIGN, SEE VINEYARD & ASSOCIATES, INC.
PAVEMENT DESIGN DATED JULY 13, 2005.

SEE SHEET
TS-1 OF
CONST. DRAWINGS
DTB. 12-22-05



ZONING MAP



1 inch equals 400 feet

Project Number:
 1002478

Hearing Date:
 9/21/05

Zone Map Page:
 D-16

Additional Case Numbers:
 1002478
 03DRB-00232



**PUBLIC HEARING--DEVELOPMENT REVIEW BOARD
CITY OF ALBUQUERQUE**

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Project # 1002478

05DRB-01344 Major-Vacation of Public Easements
05DRB-01343 Major-Preliminary Plat Approval

CDS INC agent(s) for PASEO PARTNERSHIP LLC request(s) the above action(s) for all or a portion of Tract(s) T-4, VISTA DEL NORTE (to be known as **BLUE SKY BUSINESS PARK**) zoned M-2 heavy manufacturing zone, located on EL PUEBLO ST NE, between JEFFERSON ST NE and EDITH BLVD NE containing approximately 23 acre(s). (D-16)

Project # 1004404

05DRB-01364 Major-Bulk Land Variance
05DRB-01365 Major-Vacation of Public Easements
05DRB-01367 Minor-Prelim&Final Plat Approval

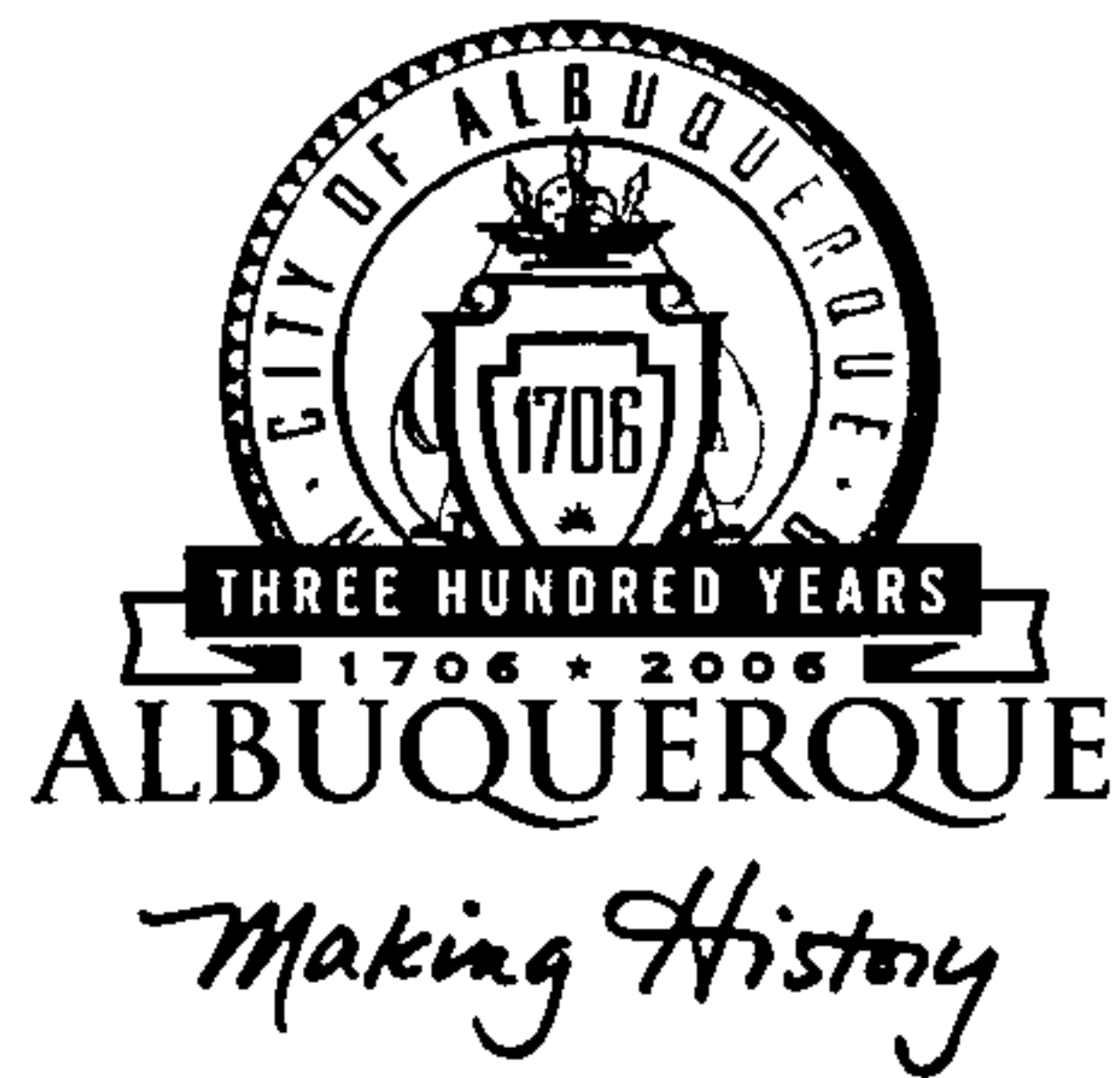
SURV-TEK INC agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of Tract(s) H-2, **THE TRAILS, UNIT 1**, and unplatted lands, zoned R-D residential and related uses zone, developing area, located on PASEO DEL NORTE NW west of RAINBOW ST NW and containing approximately 165 acre(s). (C-8/C-9)

Details of the application(s) may be examined at the Development Services Center of the Planning Department, Second Floor, Plaza Del Sol Building, 600 2nd St NW, between 10:00 a.m. and 12:00 p.m. or 2:00 p.m. and 4:00 p.m. Monday through Friday except holidays INDIVIDUALS WITH DISABILITIES who need special assistance to participate at this hearing should contact Claire Senova, Planning Department, at 924-3946 (VOICE) or teletypewriter (TTY) 924-3361 - TTY users may also access the Voice number via the New Mexico Relay Network by calling toll-free 1-800-659-8331.


Sheran Matson, AICP, DRB Chair
Development Review Board

TO BE PUBLISHED IN THE ALBUQUERQUE JOURNAL MONDAY, SEPTEMBER 5, 2005.

CITY OF ALBUQUERQUE



Planning Department

P.O. Box 1293

Albuquerque, NM 87103

RETURN
TO SENDER
NOT DELIVERED
AS ADDRESSEE
UNABLE TO FORWARD

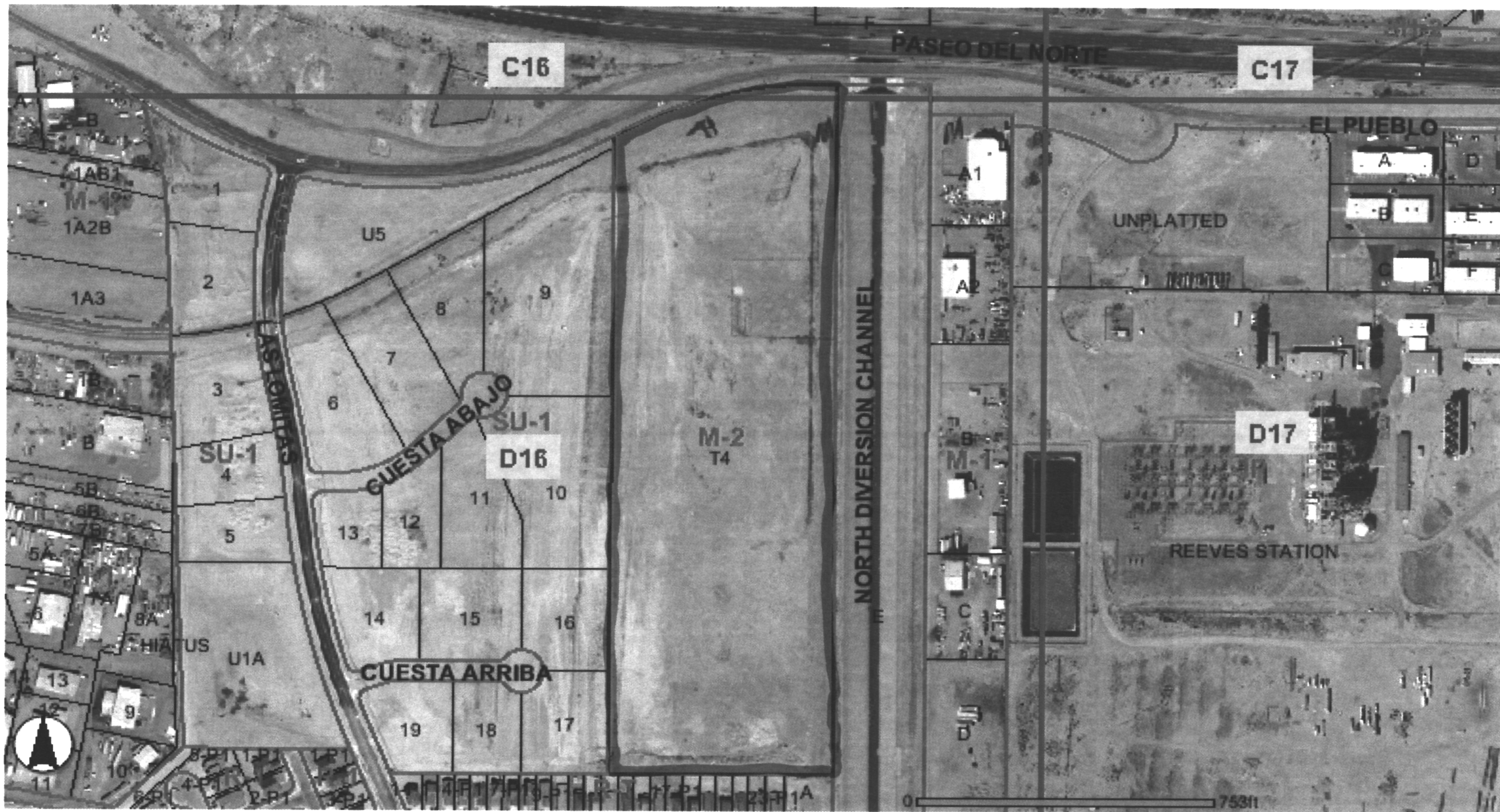
UNITED STATES POSTAGE
 PITNEY BOWES
02 1A \$ 00.37⁰
0004329277 SEP 01 2005
MAILED FROM ZIP CODE 87102

D R B

101606351741810314
ROBINSON HAROLD ROSCOE AND
5900 TINNIN RD
ALBUQUERQUE NM 87107

87107+7103-00 R071





C16

C17

EL PUEBLO

UNPLATTED

D17

REEVES STATION

NORTH DIVERSION CHANNEL

GUESTA ABAJO

GUESTA ARRIBA

0 753ft

7

1002478

8-2-06



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
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- 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 2nd 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): TERRA LAND SURVEYS, LLC PHONE: (505) 792-0513
 ADDRESS: P.O. BOX 2532 FAX: (505) 792-5233
 CITY: CORRALES STATE NM ZIP 87048 E-MAIL: terrasurveys@comcast.net

APPLICANT: PASEO PARTNERSHIP, LLC PHONE: (505) 350-1743
 ADDRESS: 6116 BUFFALO GRASS CT. NE FAX: _____
 CITY: ALBUQUERQUE STATE NM ZIP 87111 E-MAIL: _____

Proprietary interest in site: _____ List all owners: _____

DESCRIPTION OF REQUEST: TO ADJUST THE LOT LINE COMMON TO LOTS 2 AND 3 OF BLUE SKY BUSINESS PARK 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. LOT 2 AND 3 Block: _____ Unit: _____
 Subdiv/Addn/TBKA: BLUE SKY BUSINESS PARK
 Existing Zoning: M-2 Proposed zoning: M-2 MRGCD Map No N/A
 Zone Atlas page(s): D-16 UPC Code: 10160634656610231
101606346543610230

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX, Z, V, S, etc.):
PROJ 1002478

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? N/A
 No. of existing lots: 2 No. of proposed lots: 2 Total area of site (acres): 4.7014
 LOCATION OF PROPERTY BY STREETS: On or Near: JACS LANE
 Between: EL PUEBLO ROAD NE and JACS LANE

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

SIGNATURE Christopher A. Medina DATE 11/17/09
 (Print) Christopher A. Medina 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>09DRB 70357</u>	<u>P&E</u>	<u>5(3)</u>	<u>\$ 285.00</u>
_____	<u>CMT</u>	_____	<u>\$ 20.00</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Hearing date <u>12/02/09</u>			Total <u>\$ 305.00</u>

Sandy Handley 11/17/09 Project # 1002478
 Planner signature / date

FORM S(3)

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.

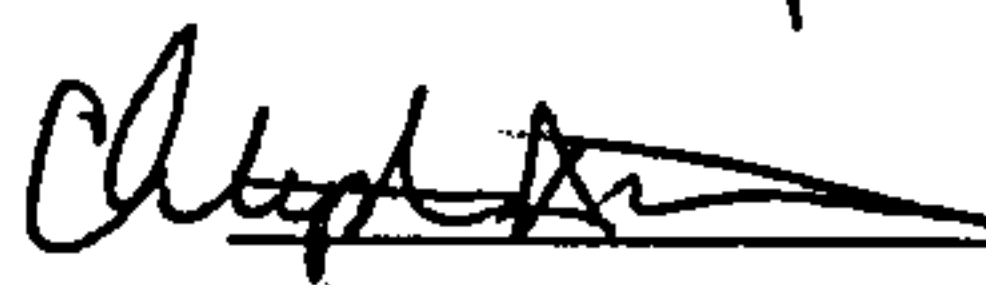
- ~~1/25~~ Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
 - ~~N/A~~ Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
 - ~~N/A~~ 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.

ON MYLAR

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.

Christopher A Medina
 Applicant name (print)

 Applicant signature / date
 11/17/09

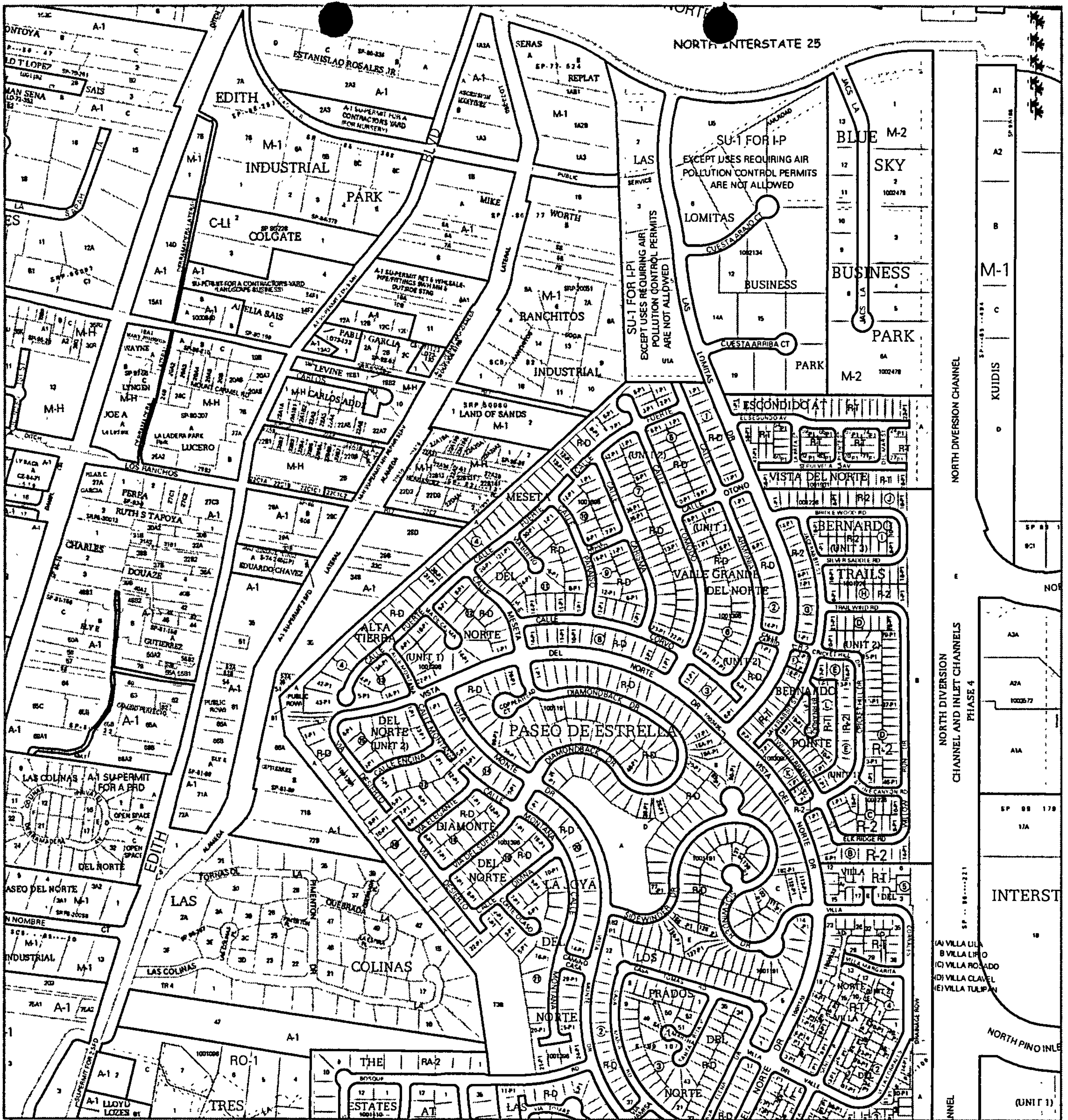


Form revised October 2007

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

Application case numbers
 09DRB - 70357

Sandra Acosta 11/17/09
 Planner signature / date
 Project # 1002478



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

AGIS
Albuquerque Geographic Information System

Map amended through: 3/10/2009

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
D-16-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

TERRALAND SURVEYS, LLC

P.O. BOX 2532 • CORRALES, NM 87048 • OFFICE (505) 792-0513 • FAX (505) 792-5233 • terrasurveys@comcast.net

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November 17, 2009

City of Albuquerque
Development Review Board
Plaza Del Sol
600 Second Street NW
Albuquerque, NM 87103

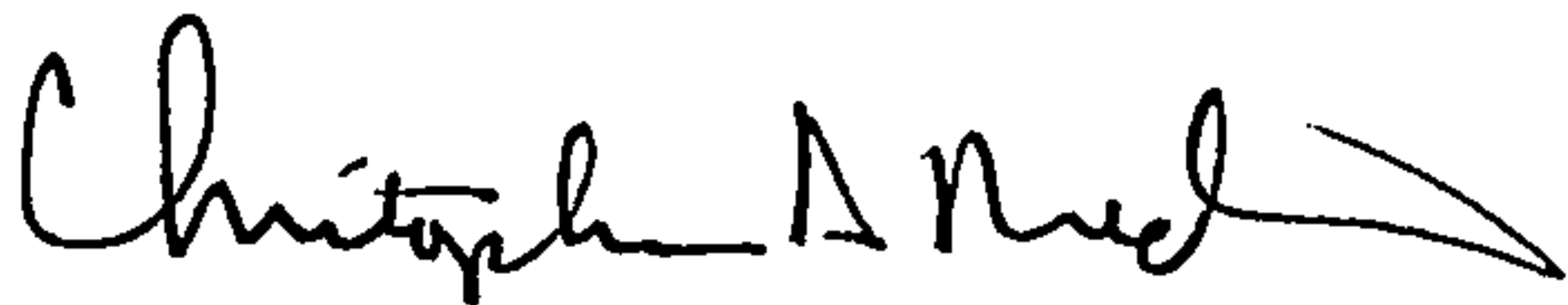
Re: Request for Final Plat Review of the Proposed Replat of Lots 2 and 3 of Blue Sky Subdivision

Ladies and Gentlemen:

This letter is to inform the Development Review Board that Terra Land Surveys, LLC, acting as agent for and on the behalf of Art Gardenswartz, Paseo Partnership, LLC, requests review and comment of the proposed minor subdivision, being a replat of existing lots 2 and 3 of Blue Sky Subdivision.

The purpose of this platting action is to adjust the lot line common to Lots 2 and 3, of the Blue Sky Business Park Subdivision. Currently Lots 2 & 3 are undeveloped. If you have any questions or comments regarding this project, please don't hesitate to contact me at (505) 792-0513.

Sincerely,



Christopher A. Medina, PS
Terra Land Surveys, LLC

City of Albuquerque



DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

<p>SUBDIVISION</p> <p><input checked="" type="checkbox"/> Major Subdivision action</p> <p><input checked="" type="checkbox"/> Minor Subdivision action</p> <p><input type="checkbox"/> Vacation</p> <p><input type="checkbox"/> Variance (Non-Zoning)</p> <p>SITE DEVELOPMENT PLAN</p> <p><input type="checkbox"/> for Subdivision Purposes</p> <p><input type="checkbox"/> for Building Permit</p> <p><input type="checkbox"/> IP Master Development Plan</p> <p><input type="checkbox"/> Cert. of Appropriateness (LUCC)</p> <p>STORM DRAINAGE</p> <p><input type="checkbox"/> Storm Drainage Cost Allocation Plan</p>	<p>S</p> <p>Z</p> <p>V</p> <p>P</p> <p>L</p> <p>D</p>	<p>ZONING & PLANNING</p> <p><input type="checkbox"/> Annexation</p> <p><input type="checkbox"/> County Submittal</p> <p><input type="checkbox"/> EPC Submittal</p> <p><input type="checkbox"/> Zone Map Amendment (Establish or Change Zoning)</p> <p><input type="checkbox"/> Sector Plan (Phase I, II, III)</p> <p><input type="checkbox"/> Amendment to Sector, Area, Facility or Comprehensive Plan</p> <p><input type="checkbox"/> Text Amendment (Zoning Code/Sub Regs)</p> <p><input type="checkbox"/> Street Name Change (Local & Collector)</p> <p>APPEAL / PROTEST of...</p> <p><input type="checkbox"/> Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals</p>
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PRELIM/FINAL

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 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICANT INFORMATION:

NAME: MIKE JACOBS PHONE: 250-5553

ADDRESS: 10510 CITY LIGHTS DR. NE FAX: _____

CITY: ALBU STATE NM ZIP 87111 E-MAIL: _____

Proprietary interest in site: S OWNER List all owners: _____

AGENT (if any): SURVELS SOUTHWEST, LTD PHONE: 998-0303

ADDRESS: 333 LOMAS BLVD NE FAX: 998-0306

CITY: ALBU STATE NM ZIP 87102 E-MAIL: _____

DESCRIPTION OF REQUEST: CREATE ONE NEW LOT FROM TWO EXISTING LOTS.

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

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

Lot or Tract No. LOTS 6 & 7 Block: N/A Unit: N/A

Subdiv. / Adn. BLUE SKY BUSINESS PARK

Current Zoning: M-2 Proposed zoning: N/A

Zone Atlas page(s): D-16-2 No. of existing lots: 2 No. of proposed lots: 1

Total area of site (acres): 4.9224 Density if applicable: dwellings per gross acre: N/A dwellings per net acre: N/A

Within city limits? Yes. No, but site is within 5 miles of the city limits.) Within 1000FT of a landfill? No

UPC No. 1-016-063-473-458-10204 MRGCD Map No. N/A

LOCATION OF PROPERTY BY STREETS: On or Near: JACS LANE NE

Between: AMAFCA NORTH DIVERSION and NORTH INTERSTATE 25 NE

CASE HISTORY: CHANNEL NE List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_Z_, V_, S_, etc.): Proj # 1002478

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

SIGNATURE Dan Graney DATE 4-06-07

(Print) Dan Graney _____ Applicant Agent

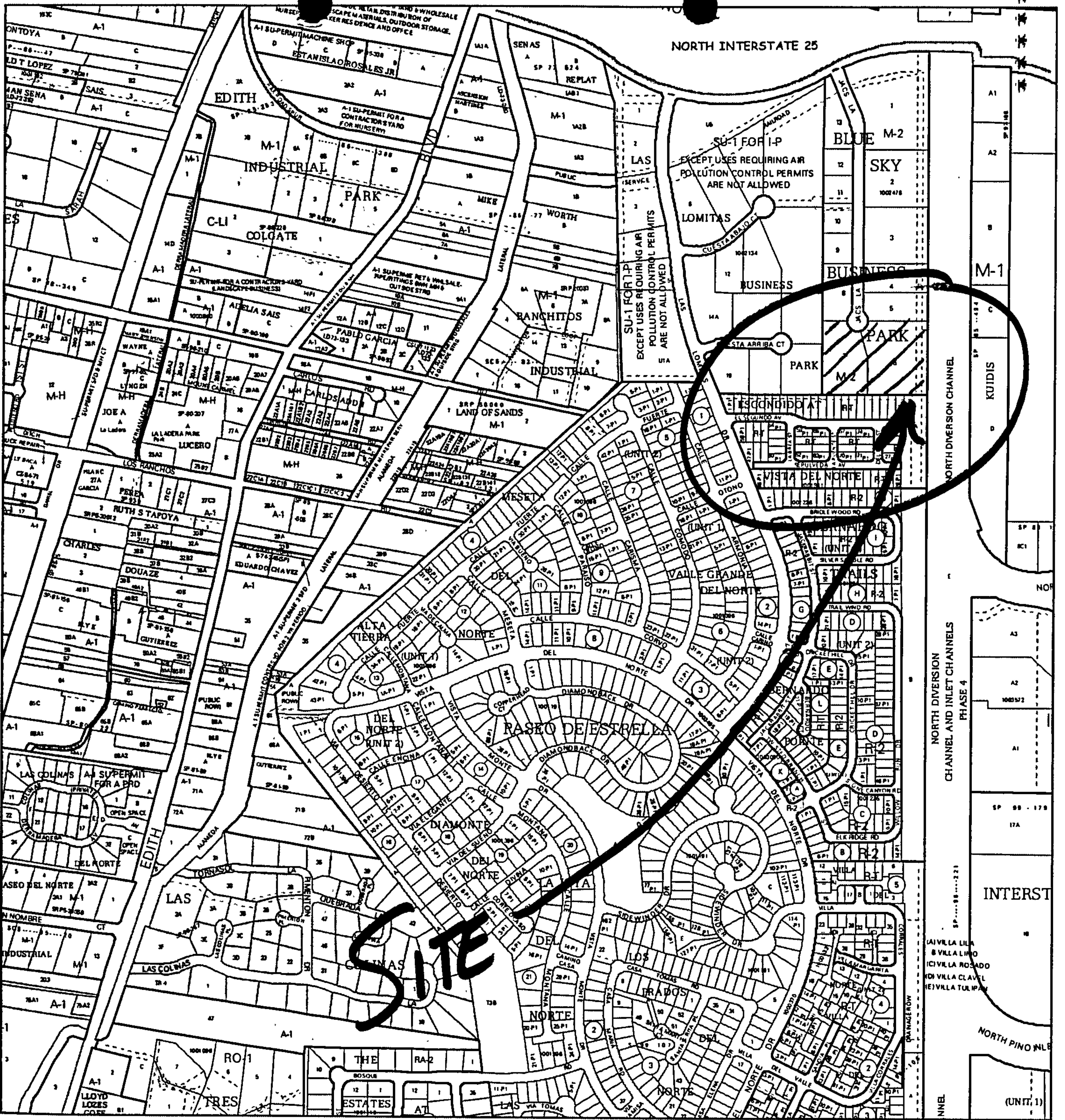
FOR OFFICIAL USE ONLY

Form revised 4/04

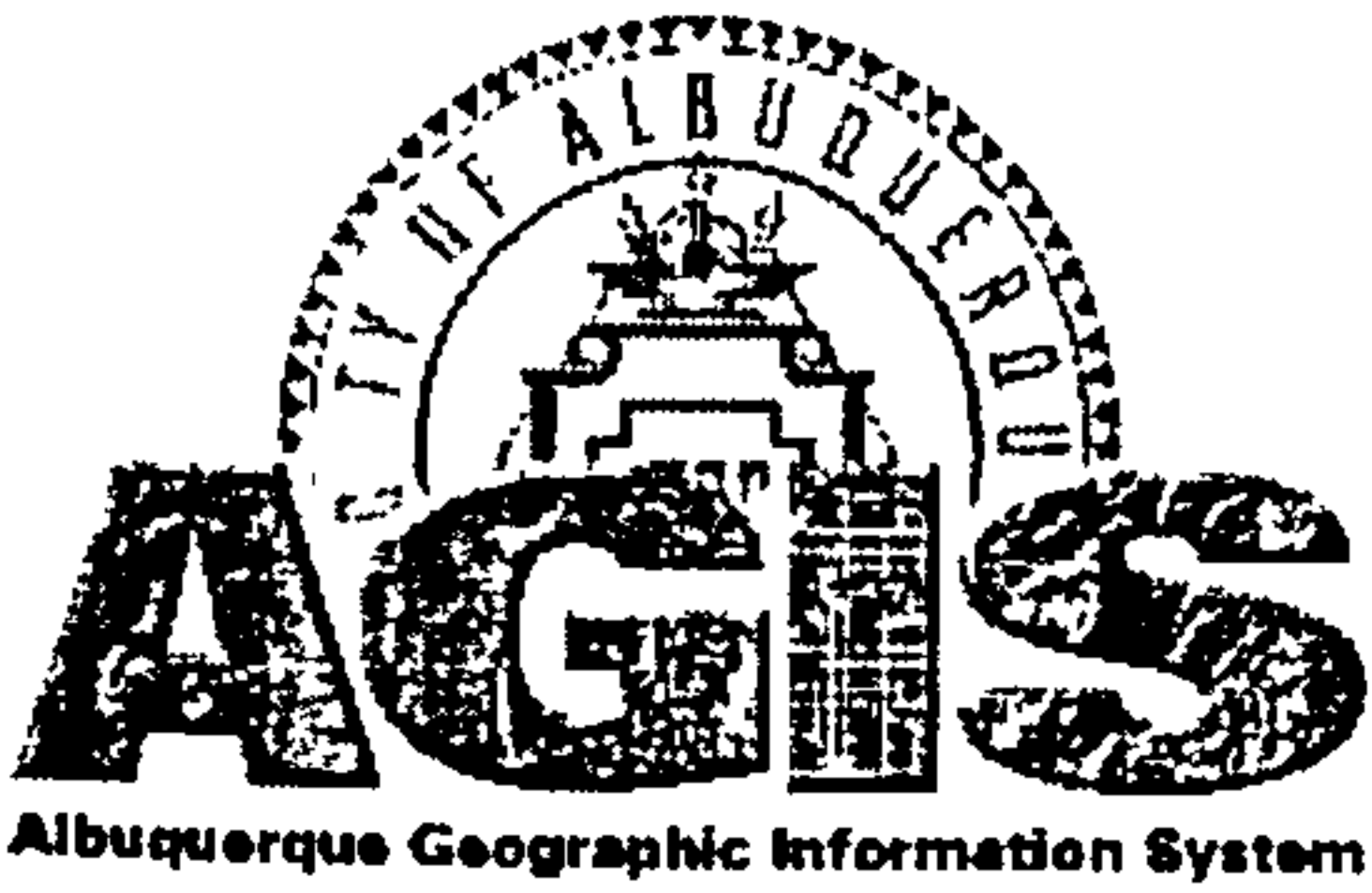
<input checked="" type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>07DRB-00485</u>	<u>PTF</u>	<u>53</u>	<u>\$ 215.00</u>
<input checked="" type="checkbox"/> All fees have been collected	_____	_____	_____	<u>\$</u>
<input checked="" type="checkbox"/> All case #'s are assigned	_____	<u>CMF</u>	_____	<u>\$ 20.00</u>
<input checked="" type="checkbox"/> AGIS copy has been sent	_____	_____	_____	<u>\$</u>
<input checked="" type="checkbox"/> Case history #'s are listed	_____	_____	_____	<u>\$</u>
<input checked="" type="checkbox"/> Site is within 1000ft of a landfill	_____	_____	_____	<u>\$</u>
<input checked="" type="checkbox"/> F.H.D.P. density bonus	_____	_____	_____	<u>\$</u>
<input checked="" type="checkbox"/> F.H.D.P. fee rebate	Hearing date <u>4-18-07</u>	_____	_____	Total <u>\$ 235.00</u>

Josh Moore 4-10-07
Planner-signature / date

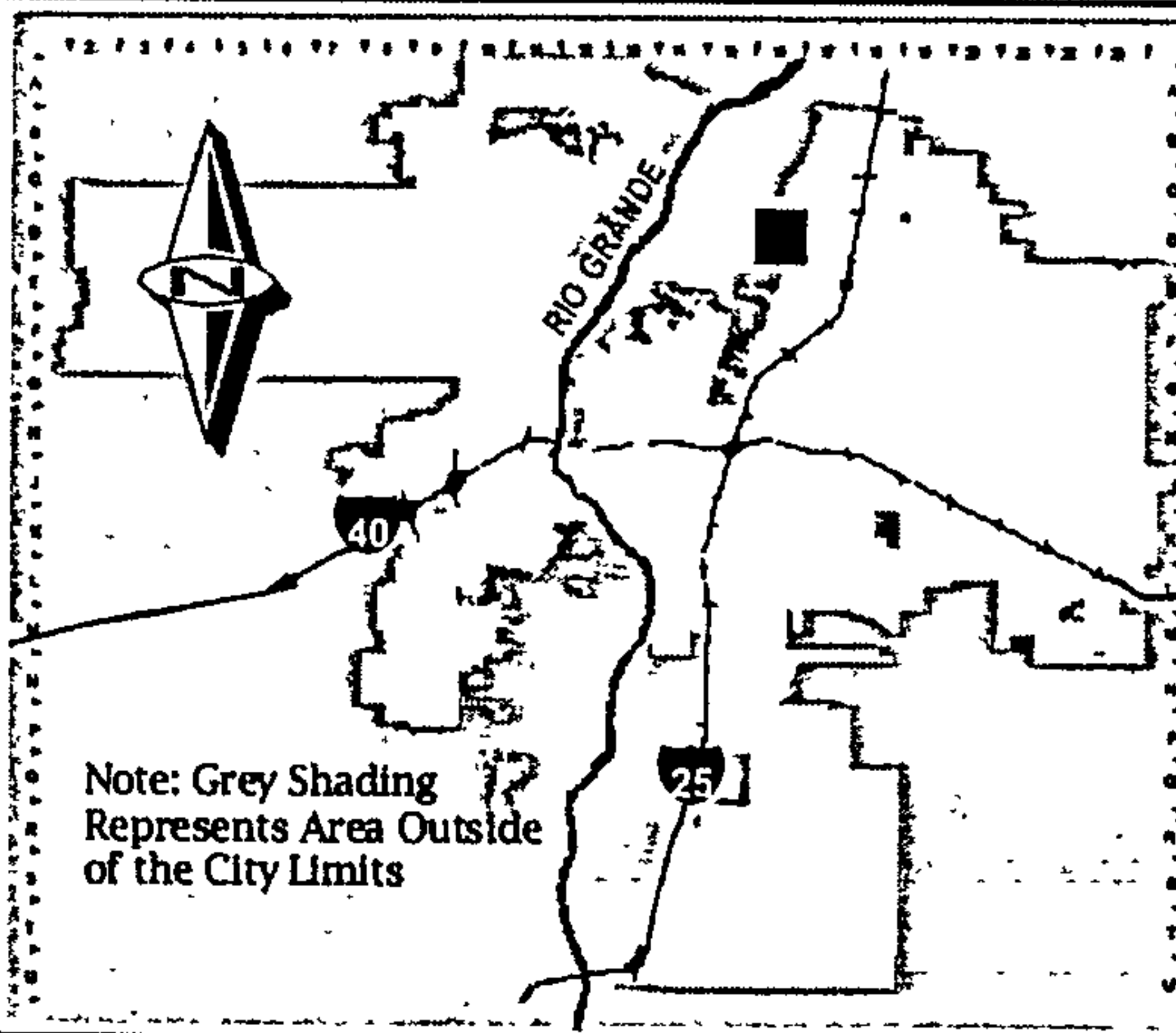
Project # 1002478



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



Map amended through: 10/25/2006



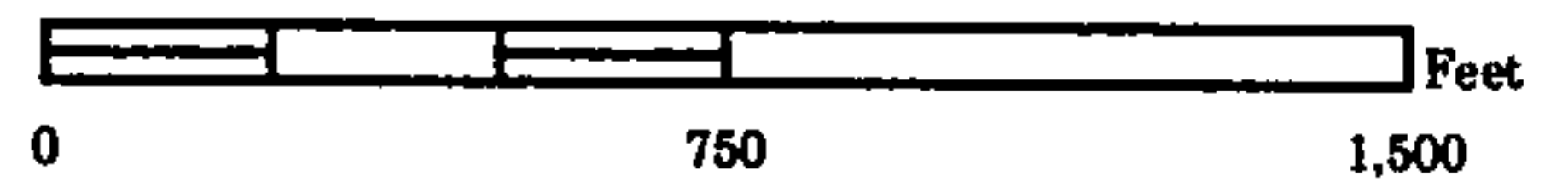
Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:

D-16-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



Surveys Southwest, Ltd

333 Lomas Blvd., NE * Albuquerque, New Mexico 87102 * 998-0303 * Fax 998-0306

April 6, 2007

DEVELOPMENT REVIEW BOARD MEMBERS
PLAZA DEL SOL
600 SECOND STREET NW
ALBUQUERQUE, NM 87102

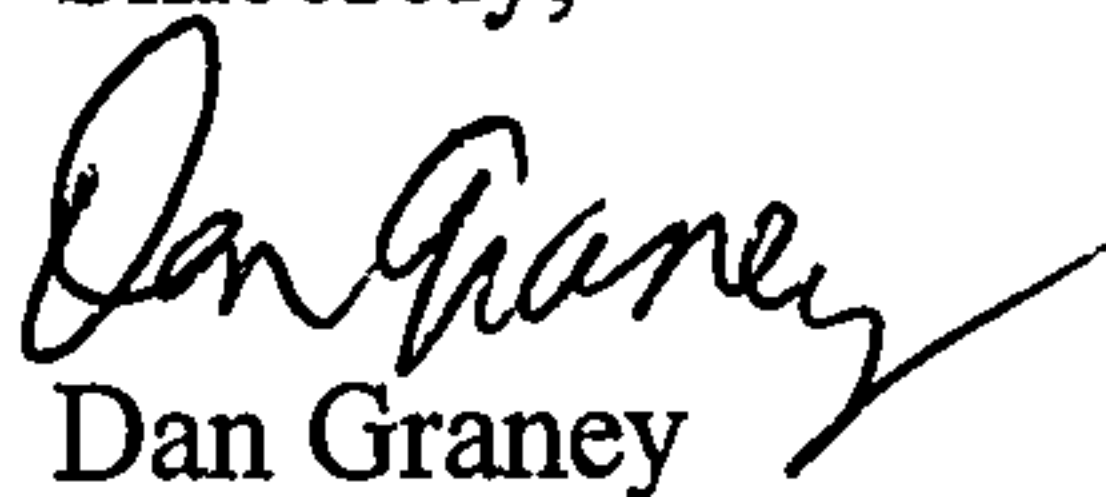
REF: LOT 6-A, BLUE SKY BUSINESS PARK

Dear Board Members:

The purpose of this plat is to eliminate a lot line on Two (2) existing lots to create One (1) new lot. The developer is proposing storage units on this site.

If you have any questions please feel free to contact me.

Sincerely,



Dan Graney
President

**ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services**

PAID RECEIPT

APPLICANT NAME

MIKE JACOBS

AGENT

SURVEYS SW, LTD

ADDRESS

333 LOMAS BLVD NE

PROJECT & APP #

Proj # 1002478 071XB-00485

PROJECT NAME

BLUE SKY BUSINESS PARK

\$ 20.00 441032/3424000 Conflict Management Fee

\$ 215.00 441006/4983000 DRB Actions

\$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals

\$ _____ 441018/4971000 Public Notification

\$ _____ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
 Major/Minor Subdivision Site Development Plan Bldg Permit
 Letter of Map Revision Conditional Letter of Map Revision
 Traffic Impact Study

\$ 235.00 TOTAL AMOUNT DUE

***NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.

Bank of America Advantage[®]

MIKE JACOBS
10510 CITY LIGHTS DR. N.E.
ALBUQUERQUE, NM 87111

Pay to the order of City of Albuquerque Date: 4/4/07 4581
Two hundred and thirty five dollars and no/100ths \$235.00

Bank of America
ACH R/T 107000327
Memo: Planning Fee

Advantage

⑆0000327⑆ 000129508396⑆4581

CHANGE
CK
J24 N15E
Thank You
\$0.00
\$2.50
\$1.00
\$0.00
15
NNX

LOC: ANNX
TRAN# 0015
TRSMSP
\$20.00

City of Albuquerque



DEVELOPMENT/ PLAN REVIEW APPLICATION

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE

- Storm Drainage Cost Allocation Plan

Supplemental form

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)
- L A APPEAL / PROTEST of...
- D 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 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICANT INFORMATION:

NAME: PASEO PARTNERSHIP, LLC PHONE: 259-9470 (AGENT)
 ADDRESS: 6915 MONTGOMERY BLVD. NE FAX: 343-1697 (AGENT)
 CITY: ALBUQUERQUE STATE NM ZIP 87109 E-MAIL: rlde325@yahoo.com (AGENT)
 Proprietary interest in site: FEE SIMPLE List all owners: PASEO PARTNERSHIP, LLC
 AGENT (if any): JOHN KUSIANOVICH, MEMBER LLC PHONE: 350-1743
 ADDRESS: 5 PINE VIEW PLACE FAX: 286-2663 (CALL FIRST)
 CITY: TIJERAS STATE NM ZIP 87059 E-MAIL: KSNVJ@aol.com

DESCRIPTION OF REQUEST: FINAL PLAT APPROVAL

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

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

Lot or Tract No. TRACT T-4, VISTA DEL NORTE Block: TBR BLUE SKY BUSINESS Unit: PARK
 Subdiv. / Addn. VISTA DEL NORTE SUBDIVISION
 Current Zoning: M-2 Proposed zoning: M-2
 Zone Atlas page(s): D-16-7 No. of existing lots: 1 No. of proposed lots: 13
 Total area of site (acres): 22.6539 Density if applicable: dwellings per gross acre: - dwellings per net acre: -
 Within city limits? Yes. No , but site is within 5 miles of the city limits.) Within 1000FT of a landfill? NO
 UPC No. 1-016-063-473458-1-02-04 MRGCD Map No. N/A
 LOCATION OF PROPERTY BY STREETS: On or Near EL PUEBLO NE
 Between: EDITH NE and JEFFERSON NE

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_Z_, V_, S_, etc.): SC-84-53
DRB 1001150, DRB 1001817, DRB 1001931, DRB 1002134, DRB-94-228

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

SIGNATURE Raymond Lee Dennis, PE DATE 7-24-2006
 (Print) RAYMOND LEE DENNIS, PE Applicant Agent

FOR OFFICIAL USE ONLY

Form revised 4/04

- 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

06DRB - 01063

Action

FP
CMF

S.F.

Fees

\$ 0

\$ 20.00

\$ _____

\$ _____

\$ _____

Total

\$ 20.00

Hearing date August 2, 2006

Andrew Garcia 7/24/06
 PLANNER / DATE

Project # 1002478

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

SKETCH PLAT REVIEW AND COMMENT

YOUR ATTENDANCE IS REQUIRED.

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. Sketches are not reviewed through internal routing.
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, 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) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request
- Any original and/or related file numbers are listed on the cover application

MAJOR SUBDIVISION EXTENSION OF PRELIMINARY PLAT

Your attendance is required.

- Preliminary Plat reduced to 8.5" x 11"
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request
- Copy of previous D.R.B. approved infrastructure list
- Copy of the LATEST Official D.R.B. Notice of approval for Preliminary Plat Extension request
- Any original and/or related file numbers are listed on the cover application

Extensions are not reviewed through internal routing.

Extension of preliminary plat approval expires after one year.

MAJOR SUBDIVISION FINAL PLAT APPROVAL

Your attendance is required.

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings
- N/A* Design elevations & cross sections of perimeter walls 3 copies *N/A*
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
- Property owner's and City Surveyor's signatures on the Mylar drawing
- Copy of recorded SIA (*PAM WILL PROVIDE*)
- N/A* Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer *N/A*
- Any original and/or related file numbers are listed on the cover application

DXF FILE AND HARD COPY OF FINAL PLAT DATA FOR AGIS IS REQUIRED.

*Neal Weinberg
9243807*

MINOR SUBDIVISION PRELIMINARY / FINAL PLAT APPROVAL

Your attendance is required.

- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, 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) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request
- Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
- Property owner's and City Surveyor's signatures on the Mylar drawing
- Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
- Fee (see schedule)
- Any original and/or related file numbers are listed on the cover application
- Infrastructure list if required (verify with DRB Engineer) **NO INTERNAL ROUTING**
- DXF FILE AND HARD COPY OF FINAL PLAT DATA FOR AGIS IS REQUIRED.**

AMENDMENT TO PRELIMINARY PLAT (with minor changes)

Your attendance is required.

AMENDMENT TO INFRASTRUCTURE LIST (with minor changes)

AMENDMENT TO GRADING PLAN (with minor changes)

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 for unadvertised meetings.
 - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings
 - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - Letter briefly describing, explaining, and justifying the request
 - Original Mylar drawing of the proposed amended plat for internal routing only. Otherwise, bring Mylar to meeting.
 - Property owner's and City Surveyor's signatures on the Mylar drawing, if the plat is being amended
 - Any original and/or related file numbers are listed 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.

PASEO PARTNERSHIP, LLC

RAYMOND LEE DENNIS, PE Applicant name (print)

Raymond Lee Dennis, PE (Sign) 7-24-06
Applicant signature / date

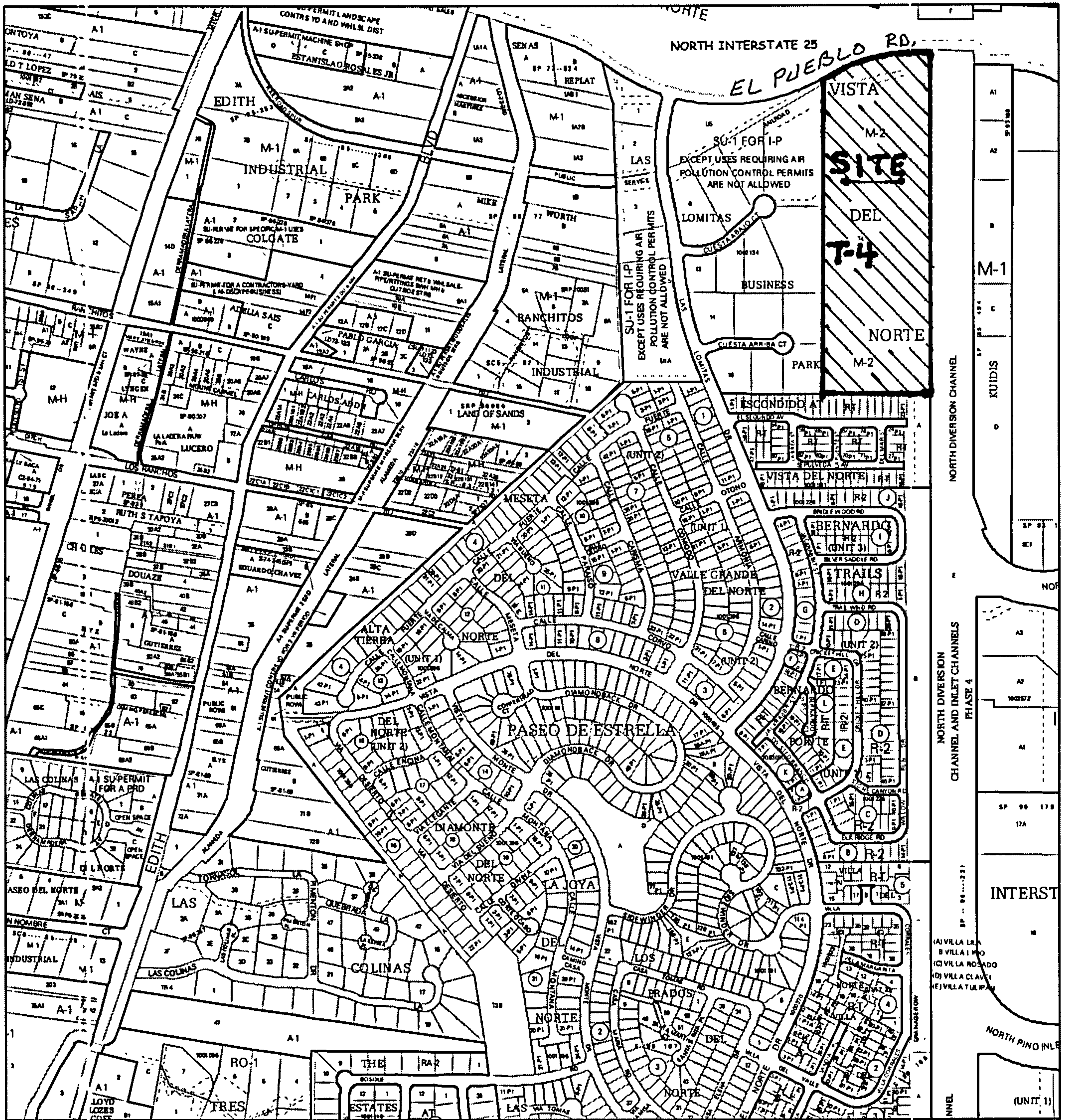


Form revised 8/04, 1/05 & 10/05

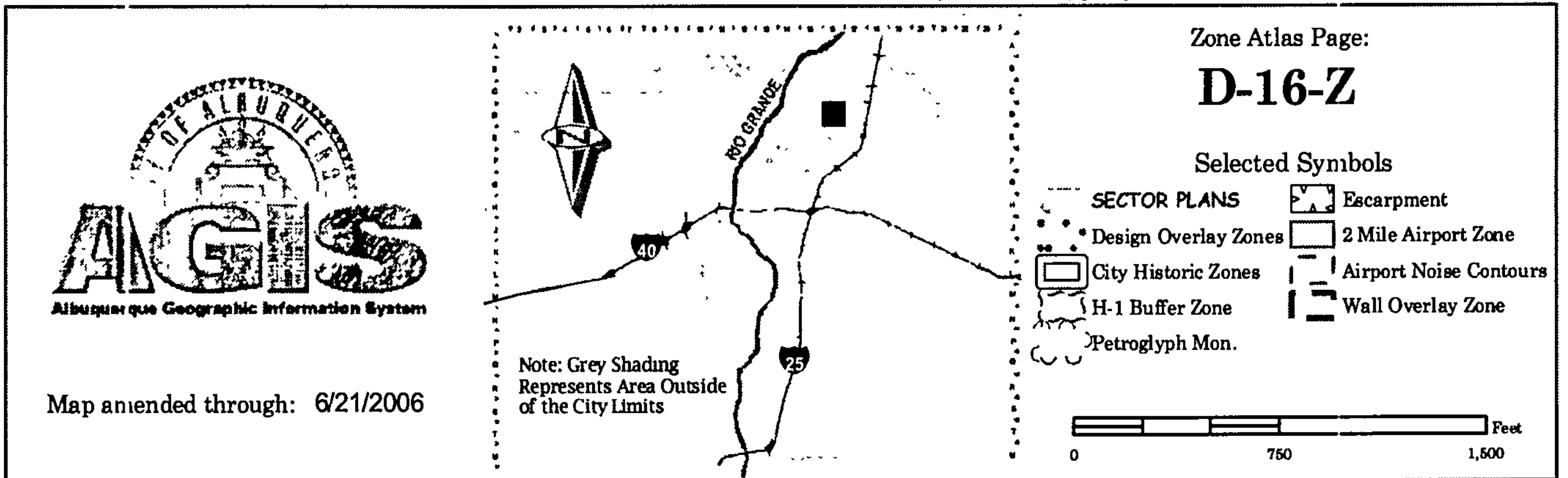
- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers
66 DRB - - 01063

Clayton Gouveia 7/24/06
Planner signature / date
Project # 1002478



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



ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services

PAID RECEIPT

APPLICANT NAME Paseo Partnership LLC
AGENT John Kusanovich
ADDRESS 5 Pine View Place Tijeras, NM
PROJECT & APP # 1002478 / 06 DRB - 01063
PROJECT NAME Vista Del Norte Subd

\$ 20.⁰⁰ 441032/3424000 Conflict Management Fee

\$ _____ 441006/4983000 DRB Actions

\$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals

\$ _____ 441018/4971000 Public Notification

\$ _____ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***

- () Major/Minor Subdivision () Site Development Plan () Bldg Permit
- () Letter of Map Revision () Conditional Letter of Map Revision
- () Traffic Impact Study

\$ 20.⁰⁰ TOTAL AMOUNT DUE

***NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.

City Of Albuquerque
Treasury Division

7/24/2006 4:38PM LOC: ANNX
RECEIPT# 00064156 WS# 006 TRANSH 0050
Account 441032 Fund 0110
Activity 3424000 TRSVRS
Trans Amt \$20.00
J24 Misc

\$20.00

CA
CHANGE

\$20.00
\$0.00

Thank You

Pray 1002478

13 No. of Lots:
Nearest Major Streets
EL PUEBLO / EDITH

FIGURE 12

SUBDIVISION IMPROVEMENTS
AGREEMENT-PUBLIC AND/OR PRIVATE
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 21st day of July, 2006, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and PASEO PARTNERSHIP, LLC ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] LIMITED LIAB. CORP., whose address is 6915 MONTGOMERY BLVD, NE, AAR 87109 and whose telephone number is 505-350-1743, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

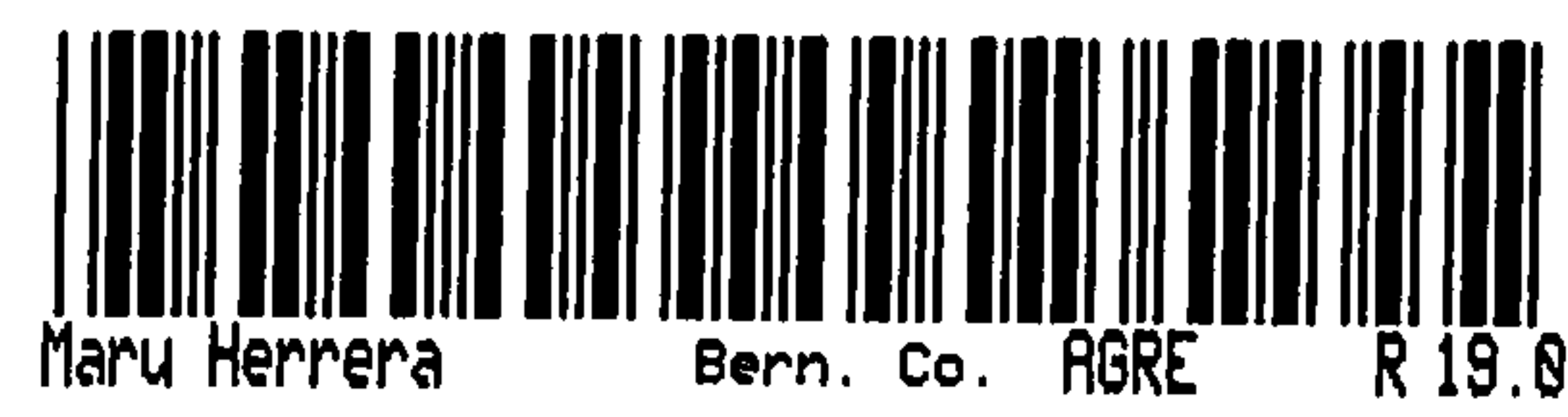
1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] TRACT T-4 VISTA DEL NORTE (BLUE SKY BUS. PARK), recorded on DEC. 10, 1999 in the records of the Bernalillo County Clerk at Book 99C, pages 331 through _____ (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] PASEO PARTNERSHIP, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as BLUE SKY BUSINESS PARK describing Subdivider's Property.

As a result of the development of the Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private Improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat of, or the Site Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 6th day of May, 2007 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 6666589.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See Subdivision Ordinance Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the Development Review Board ("DRB"), unless



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shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by WESTERN TECHNOLOGIES, INC and field testing of the private Improvements shall be performed by SAME, both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Subdivider shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Subdivider shall pay the City a reasonable fee therefor.

5. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following [Financial Guaranty:]

Type of Financial Guaranty: LOAN RESERVE LETTER
Amount: \$843,267.24 Name of Financial Institution or Surety
providing Guaranty: BANK OF OKLAHOMA
Date City first able to call Guaranty: MAY 6, 2007
[Construction Completion Deadline]: MAY 6 2007
If Guaranty other than a Bond, last day City able to call Guaranty is:
JULY 6, 2007
Additional information:

6. Notice of Start of Construction. Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange or a preconstruction conference and all required inspections.

7. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the public Improvements and a Certificate of Completion for the private Improvements. Thereafter, the Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the Subdivision Ordinance. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

PAGE 3/6
FIGURE 12



Maru Herrera

Bern. Co. AGRE

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8. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon or in which the public Improvements are constructed, the Subdivider will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat of the Subdivision.

9. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Subdivider must follow the procedures and meet the requirements detailed in the Development Process Manual, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guarantee other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the subdivider must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the Subdivision Ordinance.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

10. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.



11. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

12. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

13. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Subdivider's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Subdivider shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

14. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and the Owner and their heirs, successors and assigns.

15. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six days after the notice is mailed if there is no actual evidence of receipt.

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

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

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

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

20. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City's Legal Department on this form.

21. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

FIGURE 12
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Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: PASEA PARTNERSHIP, LLC

CITY OF ALBUQUERQUE

By [Signature]: [Signature]
Name: JOHN KUSIAKOWICH
Title: MEMBER
Dated: OFFICIAL SEAL 7-21-06

[Signature]
City Engineer
Dated: 7-21-06
[Signature]



CARLO PENA
NOTARY PUBLIC STATE OF NEW MEXICO
My commission expires: 23 December 2007

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on 10th day of July, 2006 by [name of person:] John D. Kusiaowich, [title of capacity, for instance, "President" or "Owner":] Member of [Subdivider:]

Notary Public

My Commission Expires:
23 December 2007

CITY'S NOTARY

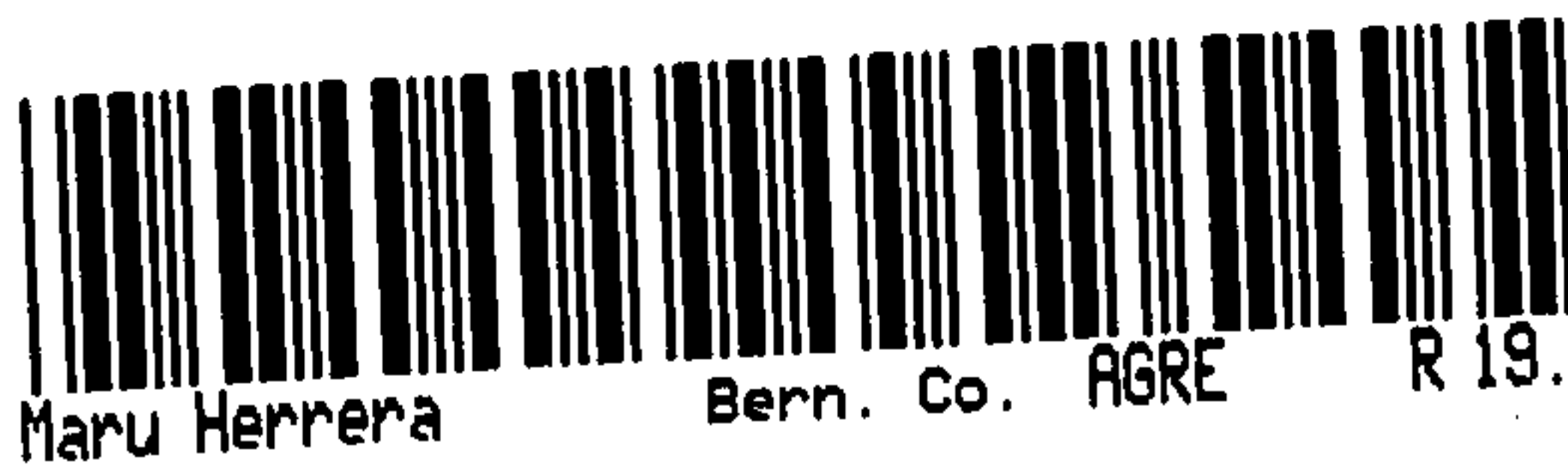
STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

This instrument was acknowledged before me on 21st day of July, 2006 by Richard Dourte, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
11-25-2007

EXHIBIT A AND POWER OF ATTORNEY ATTACHED



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INFRASTRUCTURE LIST

Date Submitted: 8/22/05
 Date Site Plan Approved: _____
 Date Preliminary Plat Approved: _____
 Date Preliminary Plat Expires: _____
 DRB Project No.: 1002478
 DRB Application No.: 1002478
05-0131-4
 ATTACHMENT #4

ORIGINAL

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

BLUE SKY BUSINESS PARK

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT T-4 VISTA DEL NORTE

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.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		40' F-F (VARIES)	PERM. PVMT. w/ STD. C&G w/ STRIPING @ RR	JACS PLACE	EL PUEBLO	CUL-DE-SAC 1,400'±	1	1	1
		24'-56' VARIES	PERM. PVMT w/o C&G GRADE CHANGE	EL PUEBLO	Δ 1+50 3+00	Δ 8+67 8+00	1	1	1
		L=50'	RAILROAD XING BY BNSF RR	JACS PL. @ EL PUEBLO		(RR ROW) Δ 720 500'±	1	1	1
		78'	RCP STORM DRAIN	JACS PL. @ EL PUEBLO			1	1	1
		8"	SANITARY SEWER	JACS PL. & TO WEST PROP. LINE		(1 LOC.) 1,147'±	1	1	1
		8"	WATER LINE	JACS PL.		NORTH END 386'±	1	1	1
		10"	WATER LINE	JACS PL. & TO WEST PROP. LINE		(2 LOC.) 1,058'±	1	1	1
		30" & 36"	RCP STORM DRAIN w/ DROP INLETS (8EA) & CONN.	JACS PL. & TO WEST PROP. LINE		(1 LOC.) 605'±	1	1	1

SIA Sequence	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Enst Engineer
		4'	A deferred SIDEWALK	BOTH SIDES JACK PLACE					
			RAILROAD CROSSING	SO OF EC AVEBO PER DBSF					

1 OFF SITE (WEST OF BLUE SKY BUSINESS PARK & ACROSS LAS LOMITAS BUSINESS PARK) WATER SANITARY SEWER & STORM DRAIN TO BE INSTALLED BY LAS LOMITAS BUSINESS PARK DEVELOPERS.

2 FURNISH & CERTIFICATION OF GRADING PLAN READY FOR RELEASE OF SIA

3

NOTES

AGENT / OWNER: [Redacted]

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

DRB CHAIR - date: John Kusanovich 9/21/05
 PARKS & GENERAL SERVICES - date: 9/21/05

TRANSPORTATION DEVELOPMENT - date: Jeffrey 9-21-05
 UTILITY DEVELOPMENT - date: Dee Ann 9/21/05

CITY ENGINEER - date: Bradley B. Bingham 9/21/05

SIGNATURE - date: member 7-29-05

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: _____

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER
A	6-14-06	<u>[Signature]</u>	<u>Bradley Bingham</u>	<u>Raymond Leo Dennis</u>

FINANCIAL GUARANTY AMOUNT

06/14/2006

Type of Estimate: SIA Procedure - B - w/F.G.

Project Description:

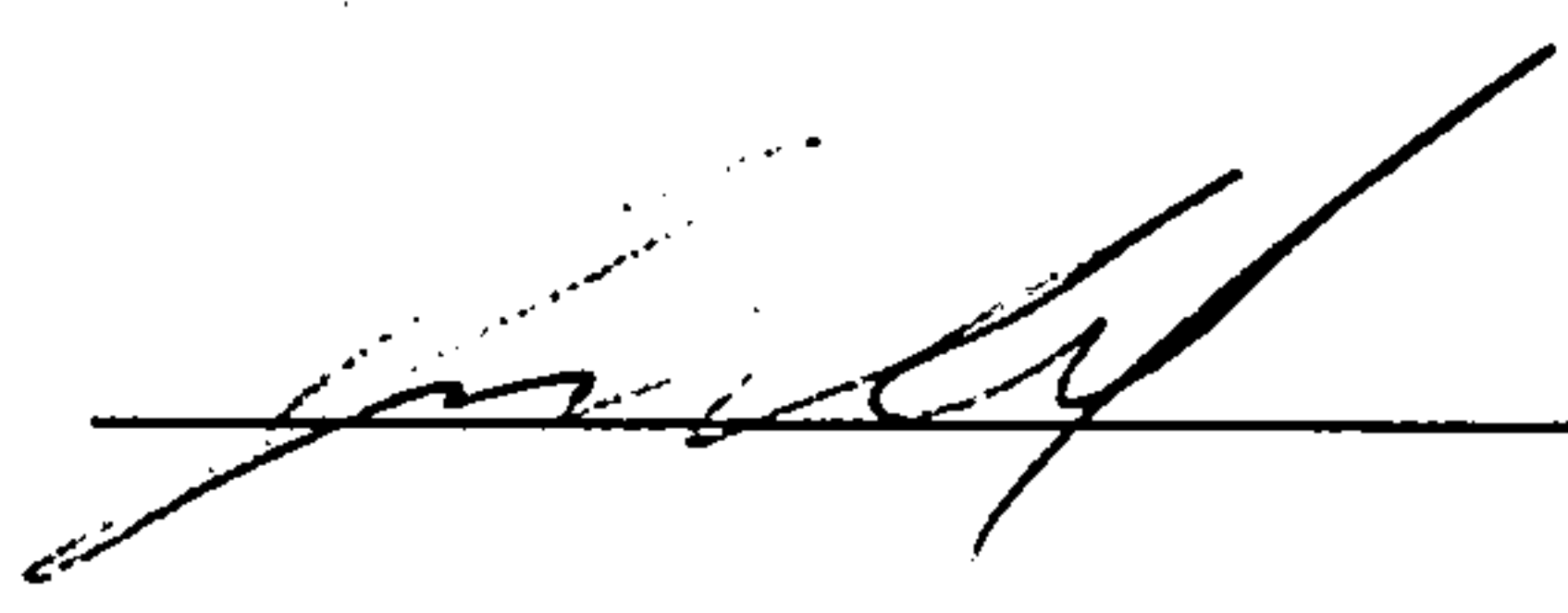
Project ID #: 666589, Blue Sky BusinessParkPaving/UtilityImps, Phase/Ur

Requested By: **Raymond Lee Dennis, PE w/ CDS Inc.**

Approved estimate amount:		\$529,011.10
Contingency Amount:	10.00%	\$52,901.11
Subtotal:		\$581,912.21
NMGRT	6.75%	\$39,279.08
Subtotal:		\$621,191.29
Engineering Fee	6.60%	\$40,998.63
Testing Fee	2.00%	\$12,423.83
Subtotal:		\$674,613.79
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$0.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$843,267.24</u>

APPROVAL:

DATE:



6-14-2006

Notes: 10% contingency, plans not approved. Certification for grading & drainage required prior to release of financial guaranty.



July 6, 2006

Mr. Bruce Perlman
Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RE: Loan Reserve for Paseo Partnership, LLC
City of Albuquerque Project No.: 666589
Project Name: Blue Sky Business Park

To Whom it May Concern:

This is to advise the City Of Albuquerque ("City") that, at the request of Paseo Partnership, LLC., ("Subdivider") Bank Of Oklahoma, N.A. ("Financial Institution") in Oklahoma City, Oklahoma holds as a loan reserve the sum of Eight Hundred Forty-Three Thousand Two Hundred Sixty-Seven Dollars and 24/100, (\$843,267.24) ("Loan Reserve") for the exclusive purpose of providing the financial guarantee which the City requires Paseo Partnership, LLC ("Subdivider") to provide for the installation of the improvements which must be constructed at Blue Sky Business Park, Project No. 666589 ("Project"). The amount of the Loan Reserve is 125% of the City's estimated cost of the Project, as required by the City's Subdivision Ordinance. The improvements are identified in the agreement between the City of Albuquerque and Subdivider, which was recorded on July 24, 2006 in the records of the Clerk of Bernalillo County, New Mexico in Book Misc. A120 at page 976B as amended ("Agreement").

1. Reduction of Reserve. If the Assistant Director of Public Works/Engineering for the City, or that person's authorized designee, determines that it is appropriate to release a specified amount of the loan reserves as the result of the Subdivider's construction of a portion of the required infrastructure, the Assistant Director of Public Works/Engineering, or that person's authorized designee, may execute an "Authorization to Release" which will authorize the Financial Institution to release a specified amount from the loan reserves. The Authorization to Release will state the amount of the "Reduced Loan Reserve Balance" which must be maintained following the reduction. The Reduced Loan Reserve Balance shall not be reduced by more than 90% of the City's estimated cost of the Project until the Project is accepted by the City. When the Financial Institution receives the Authorization to Release, which has been signed by the City, the Financial Institution may reduce the loan reserve to the Reduced Loan Reserve Balance.

2. Liability of Financial Institution. Although the City may approve the Financial Institution's release of a part of the loan reserves, the approval will not constitute the City's final acceptance of part or all of the Project. However, no matter what agreement exists between the Subdivider and the City, the total liability of the Financial Institution to the City with respect to the loan reserves established pursuant to this Loan Reserve Letter shall at all times be limited to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City, and the Financial Institution's liability to the City under this Loan Reserve Letter shall cease upon termination of the loan reserve as provided in Section 4 herein.

3. Draw on Reserve. If by May 6, 2007 the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between May 6, 2007 and July 6, 2007, inclusive, the City may demand payment from the Financial

4125106

1002478

Staubach -

Notes

J. Kusnerovich
Dennis

MV. ~~Gene~~ Bitte - (917) 230-2633

Gene. Bitte @ STAU BACH. COM

BNSF

Rodney Roodale -

Bill Thompson (913) 556-4484

William Thompson @ BNSF. COM Thank

Henry Gonzales (505) 660-2402

State Henry Gonzales @ NMSHTD - State NM. US

NM
State

Robert

235-8050

Henry

Gonzales

827-3219

State owns this spur line

1. Jacks Place do become public
Road subject to a RR license
to the city and completion
to instructed - Budgeter do pay
for maintenance

2. Bill Thompson - Public Works Reject

3. Call R. Bracken -

5/11/06

Spoke with B. Thompson - Mr Thompson
concerned in using the latest Agreement
for the crossing Agreement with the City.

advised I speak with Henry Gonzalez
at NM DOT since NM DOT has recently
purchased this spur line. (505) 460-2402

5/11/06 - Henry Gonzalez NM DOT

DOT # 013774L - Railroad grade Crossing
Agreement -

1. Agreement for private crossing
may be grandfathered in - therefore
no need for a new agreement - but
perhaps an amendment or addendum
will be required pursuant to a
meeting with NM DOT MR606 and
their contractor and the City - Henry B.
will call to arrange a meeting
after he has reviewed the private
Agreement for private crossing

CDS, Inc.

Raymond Lee Dennis, PE & PS

**Professional Engineer & Professional Surveyor (NM-4115)
NM Contractor 17571 (GA-01, GB-98, GF-98)**

**7209 Corte Ocaso NE
Albuquerque, NM 87113-1284**

Email: rld0325@yahoo.com

**Tel.: 505-292-2033
Fax: 505-343-1697**

Cell: 505-259-8470

GENESIS REALTY & DEVELOPMENT, INC.



JOHN KUSIANOVICH
Broker



5 PINE VIEW PL.
TIJERAS, NM 87059

(505) 286-2663
CELL (505) 350-1743

5/22/06

RR Crossing - R. Brown - Vista del
Sinaya Rd - ^{note}

707-4867 - Henry Lora
BSNF

Henry Gonzalez
NMDOT

J. Bander - BSNF

H. Lora - BSNF

C. Bennett

H. Gonzalez

M. Otero

C.
Wilfred
S. Medina

1. ownership - NMDOT or BSNF
do the line?

2. State owner -

1. City and state execute a new crossing
agreement to include the developer

2. BSNF owner - City to execute new
crossing agreement based on las limitas ^{agreement}

3. RR Easement Granted by Sinaya to
PNM 1954 - Copy to Henry Gonzalez

4. Henry Lora will research to confirm whether
BSNF ~~has~~ owns this ~~track~~ track or
the NMDOT owns the track

City of Albuquerque



DEVELOPMENT/ PLAN REVIEW APPLICATION

		Supplemental form		
SUBDIVISION	S	Z	ZONING & PLANNING	
<input type="checkbox"/> Major Subdivision action			<input type="checkbox"/> Annexation	
<input type="checkbox"/> Minor Subdivision action			<input type="checkbox"/> County Submittal	
<input type="checkbox"/> Vacation	V		<input type="checkbox"/> EPC Submittal	
<input type="checkbox"/> Variance (Non-Zoning)			<input type="checkbox"/> Zone Map Amendment (Establish or Change Zoning)	
SITE DEVELOPMENT PLAN	P		<input type="checkbox"/> Sector Plan (Phase I, II, III)	
<input type="checkbox"/> for Subdivision Purposes			<input type="checkbox"/> Amendment to Sector, Area, Facility or Comprehensive Plan	
<input type="checkbox"/> for Building Permit			<input type="checkbox"/> Text Amendment (Zoning Code/Sub Regs)	
<input type="checkbox"/> IP Master Development Plan			<input type="checkbox"/> Street Name Change (Local & Collector)	
<input type="checkbox"/> Cert. of Appropriateness (LUCC)	L	A	APPEAL / PROTEST of...	
STORM DRAINAGE	D		<input type="checkbox"/> Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals	
<input type="checkbox"/> Storm Drainage Cost Allocation Plan				

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 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICANT INFORMATION:

NAME: PASEO PARTNERSHIP, LLC PHONE: 259-9470
 ADDRESS: 6915 MONTGOMERY BLVD. NE FAX: 343-1697
 CITY: ABQ STATE NM ZIP 87109 E-MAIL: rld@325@yahoo.com
 Proprietary interest in site: OWNER List all owners: PASEO PARTNERSHIP, LLC
 AGENT (if any): RAYMOND LEE DENNIS, PE PHONE: 259-9470
 ADDRESS: 7209 CORTE OCAZO NE FAX: 343-1697
 CITY: ABQ STATE NM ZIP 87113 E-MAIL: rld@325@yahoo.com

DESCRIPTION OF REQUEST: TEMPORARY DEFERRAL OF SIDEWALK CONST. (BLUE SKY BUSINESS PARK) JACS ST.

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

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

Lot or Tract No. TR. T-4 Block: - Unit: -
 Subdiv. / Addn. VISTA DEL NORTE
 Current Zoning: M-2 Proposed zoning: SAME
 Zone Atlas page(s): D-16-Z No. of existing lots: 1 No. of proposed lots: 13
 Total area of site (acres): 22.6539 Density if applicable: dwellings per gross acre: - dwellings per net acre: -
 Within city limits? Yes. No , but site is within 5 miles of the city limits.) Within 1000FT of a landfill? No
 UPC No. - MRGCD Map No. N/A
 LOCATION OF PROPERTY BY STREETS: On or Near: EL PUEBLO
 Between: EDITH and JEFFERSON

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_Z_, V_, S_, etc.): 05DRB-01344
DRB-1002478 PRELIM PLAT APPROVAL- MAJOR

Check-off if project was previously reviewed by Sketch Plat/Plan?, or Pre-application Review Team?. Date of review: 9-21-2005

SIGNATURE Raymond Lee Dennis, PE DATE 4-10-2006
 (Print) RAYMOND LEE DENNIS, PE Applicant Agent

FOR OFFICIAL USE ONLY

Form revised 4/04

- 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>06DRB - 00509</u>	<u>TDS</u>	<u>✓</u>	<u>\$ 0</u>
<u>-</u>	<u>CMF</u>	<u>-</u>	<u>\$ 20.00</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ -</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ -</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ -</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>\$ -</u>
Hearing date <u>4-19-06</u>			Total <u>\$ 20.00</u>

Kim Sui 4/10/06

Project # 1002478

#2002

FORM V: SUBDIVISION VARIANCES & VACATIONS

BULK LAND VARIANCE

(PUBLIC HEARING CASE)

- Application for subdivision (Plat) on FORM S-3, including those submittal requirements. **24 copies** of the plat are required. The Variance and subdivision should be applied for simultaneously.
- Letter briefly describing and explaining: the request, compliance with criteria in the Development Process Manual, and any improvements to be waived.
- Notice on the proposed Plat that there are conditions to subsequent subdivision (refer to DPM)
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
- Sign Posting Agreement
- Fee (see schedule) Fee is for Variance. Plat fee is listed on FORM-S.
- Any original and/or related file numbers are listed on the cover application

DRB Public hearings are approximately ONE MONTH after the filing deadline. Your attendance is required.

VACATION OF PUBLIC RIGHT-OF-WAY

VACATION OF PUBLIC EASEMENT

- The complete document which created the public easement (folded to fit into an 8.5" by 14" pocket) **24 copies**. (Not required for dedicated and City owned public right-of-way.)
- Drawing showing the easement or right-of-way to be vacated, its relation to existing streets, etc. (not to exceed 8.5" by 14") **24 copies**
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
- Sign Posting Agreement
- Fee (see schedule)
- Any original and/or related file numbers are listed on the cover application

Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire.

DRB Public hearings are approximately ONE MONTH after the filing deadline. Your attendance is required.

SUBDIVISION DESIGN VARIANCE (VARIANCE FROM MINIMUM STANDARDS OF THE DEVELOPMENT PROCESS MANUAL)

SIDEWALK DESIGN VARIANCE.

SIDEWALK WAIVER

- Scale drawing showing the proposed variance or waiver (not to exceed 8.5" by 14") **6 copies** for unadvertised meetings. These actions are not approved through internal routing.
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the variance or waiver
- Any original and/or related file numbers are listed on the cover application

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

EXTENSION OF THE SIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

- Drawing showing the sidewalks subject to the proposed deferral or extension (not to exceed 8.5" by 14") **6 copies** for unadvertised meetings. These actions are not approved through internal routing.
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the deferral or extension
- Any original and/or related file numbers are listed on the cover application

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

VACATION OF PRIVATE EASEMENT

- The complete document which created the private easement (not to exceed 8.5" by 14") **6 copies** for unadvertised meetings. These actions are not approved through internal routing.
- Scale drawing showing the easement to be vacated, its relation to existing streets, etc. (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the vacation
- Letter of authorization from the grantors and the beneficiaries
- Fee (see schedule)
- Any original and/or related file numbers are listed on the cover application

Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire.

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

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

PASEO PARTNERSHIP, LLC

Applicant name (print)

Raymond Lee Dennis, PE 4-10-06

Applicant signature / date



Form revised 4/03, 10/03 and JUNE 2005

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

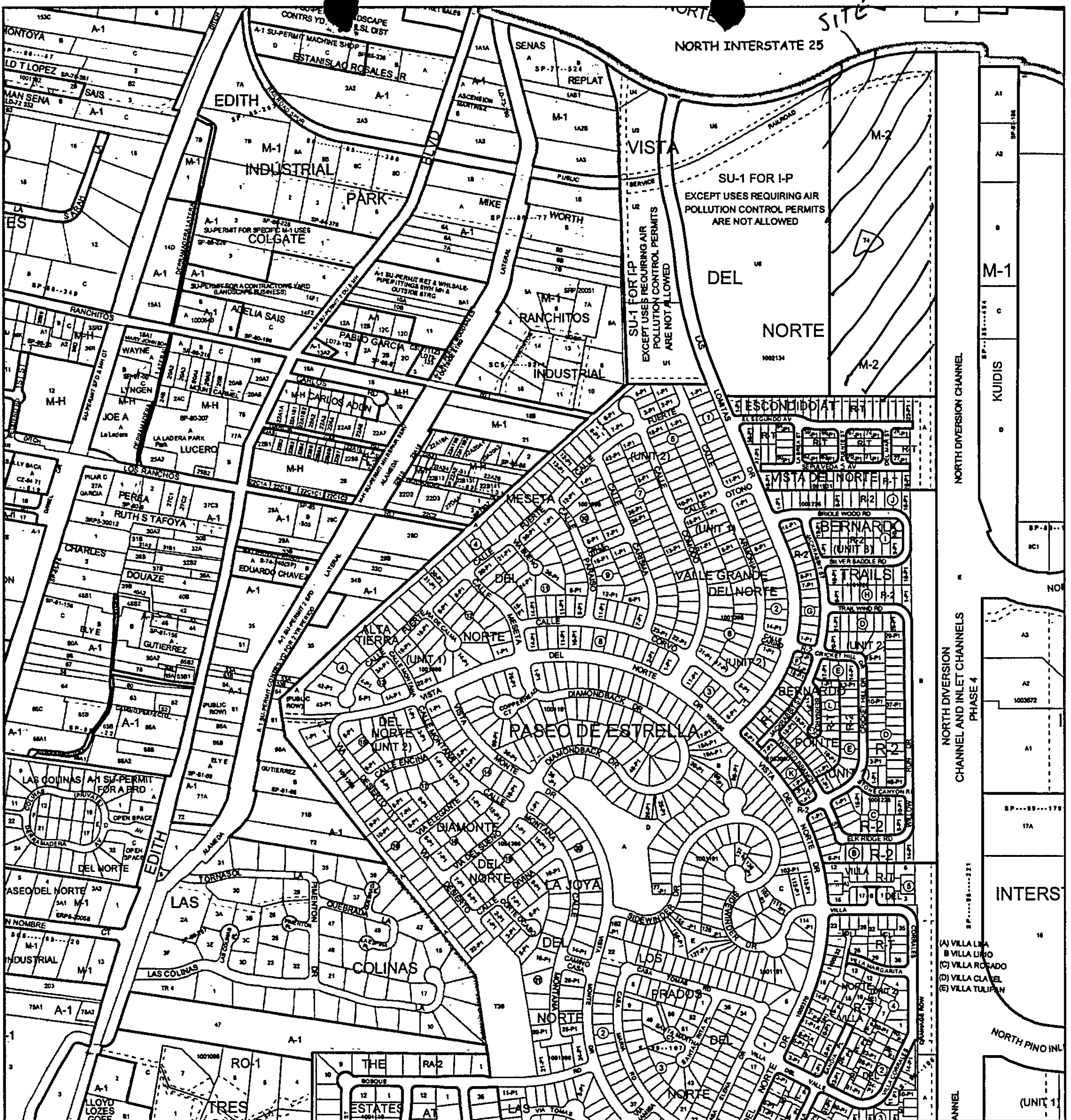
Application case numbers

<u>06DRB</u>	-	<u>00509</u>
_____	-	_____
_____	-	_____

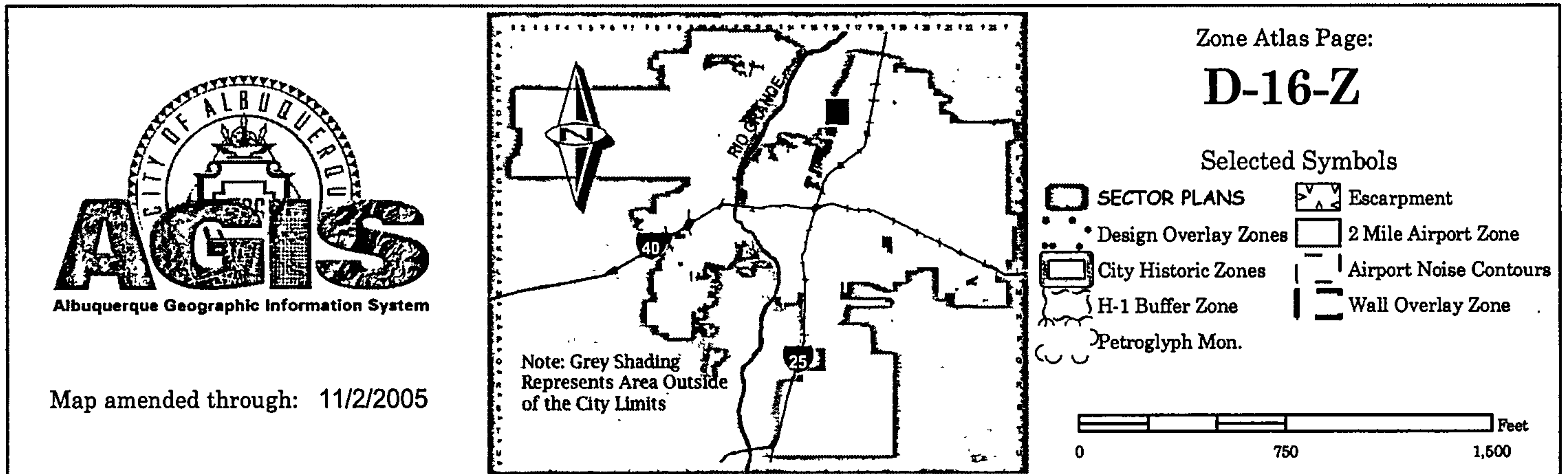
Kim Sims 4/10/06

Planner signature / date

Project # 1002478



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



CDS, Inc.

7209 CORTE OCASO NE
ALBUQUERQUE, NM 87113

Tel. 505-292-2033; Fax. 505-343-1697; Cell 505-259-9470
Email: rld0325@yahoo.com

April 10, 2006

Development Review Board
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

Re: DRB Project 1002478
DRB Application 05-01343
Temporary Deferral of Sidewalk Construction

To Whom It May Concern:

Please accept this letter and the attached documents submitted herewith as our request for a Temporary Deferral of Sidewalk Construction for approximately 1,213 square yards of sidewalk situated along both sides of the proposed Jacs Place within the proposed Blue Sky Business Park (currently identified as Tract T-4, Vista del Norte Subdivision) located south of El Pueblo Street and west of the North Diversion Channel between Edith and Jefferson.

This request could, and should, have been made when the proposed subdivision was presented at the DRB meeting on September 21, 2005 for preliminary plat approval, however, the intent of the developer was not clearly identified at that time. It is now the developer's intent to require construction of the sidewalk when each individual lot is developed by the ultimate buyer, therefore, the temporary deferral of sidewalk construction is being submitted for your consideration.

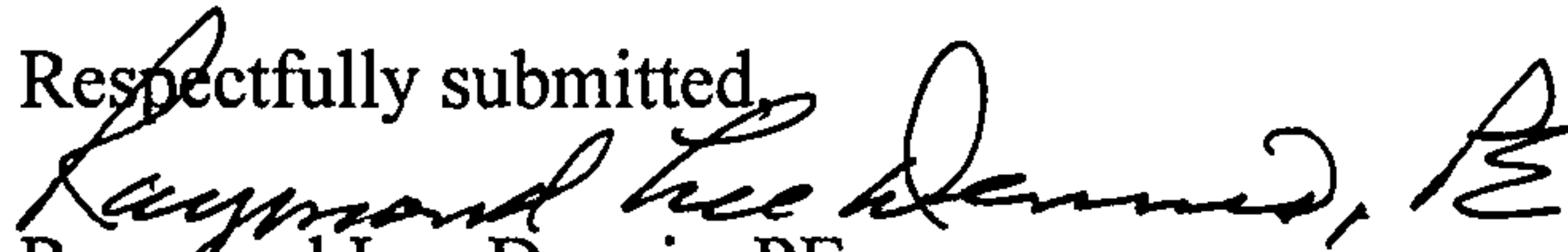
Per the City's checklist the following documents are attached hereto (Letter of Transmittal):

1. Development / Plan Review Application.
2. Form V---Checklist (executed)
3. Drawing showing sidewalks subject to the proposed deferral (6 copies, 8 1/2 x 11).
4. Typical section of s/w location as previously approved by DRB (6 copies, 8 1/2 x 11).
5. Zone Atlas map of the area (a portion of Map D-16-Z) (6 copies, 8 1/2 x 11).
6. CDS, Inc. check #1815 in the amount of \$20.00.

It is my understanding that, if this application is complete and if it is received in your office by noon on Tuesday, April 11, 2006, the matter will be considered at the DRB meeting on Wednesday, April 19, 2006 and that a representative of the developer must attend to present the matter.

Please contact me at 259-9470 if you have questions or if additional information is required.

Respectfully submitted,


Raymond Lee Dennis, PE

Cc: John Kusianovich, 5 Pine View Place, Tijeras, NM 87059; File

ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services

PAID RECEIPT

APPLICANT NAME BASED PARTNER SHIP
AGENT RAYMOND LEE DENNIS
ADDRESS _____
PROJECT & APP # 1002478 / DWDRB - 00509
PROJECT NAME Usta DEL NORTE

\$ 20.⁰⁰ 441032/3424000 Conflict Management Fee
\$ _____ 441006/4983000 DRB Actions
\$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals
\$ _____ 441018/4971000 Public Notification
\$ _____ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
() Major/Minor Subdivision () Site Development Plan () Bldg Permit
() Letter of Map Revision () Conditional Letter of Map Revision
() Traffic Impact Study
\$ 20.⁰⁰ TOTAL AMOUNT DUE

***NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.

CDS, INC.
PH 505-292-2033
7209 CORTE OCASO NE
ALBUQUERQUE, NM 87113-1284

Pay to the order of City of Albuquerque
Twenty and no/100

WELLS FARGO BANK NEW MEXICO, N.A.
901 ROUTE 66
MORIARTY, NM 87035
WWW.WELLSFARGO.COM

For T.S. T-4 Sidewalk Raymond Lee Dennis

4-10-2006 1815 95-219/1070

\$ 20.⁰⁰ DOLLARS

RECEIVED 00056353 WE
ACOUNT 441032
AMOUNT 3424000

10700219216680468811815

Thank You

LOD: ANNX
006 TRANSH 0036
Fund 0110
TRSEJA
\$20.00
\$20.00
\$0.00

Notes
4/25/06 mtg

J. Kusianovich
Tracking #: 05-28179
K. Luman
w. Gubaydz

 COPY

AGREEMENT FOR PRIVATE CROSSING

THIS AGREEMENT ("Agreement"), made this 27th day of January, 2006 ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (hereinafter called "Licensor") and **PASEO PARTNERSHIP, LLC**, a New Mexico limited liability company (hereinafter whether one or more persons or corporations called the "Licensee").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights interests, and estates of third parties, including, without limitation, any leases, licenses, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, maintain, and use in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process ("the Drawings and Specifications") an at-grade crossing, forty eight (48) feet wide ("Crossing"), across the rail corridor of Licensor at or near Licensor's station of Alameda Industrial Loop (near Albuquerque), County of Bernalillo, State of New Mexico, Line Segment 7300, Track # 21, Engineering Station 40+62, at the location and in the manner shown upon the print No. 1-35745, dated March 03, 2005, marked "Exhibit A," attached hereto made a part hereof ("Premises") for the purposes specified in Section 3. For convenience, said Crossing, including crossing surface and all appurtenances thereto between the ends of railroad ties, cattle guards, farm gates or barriers, drainage facilities, traffic signs or devices, identification signs approved by Licensor, whistling posts, or other appurtenances, if any, are hereinafter collectively referred to as the "Crossing." Licensee must also adhere to the stipulations as set forth on the attached Exhibit "C".
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. It is expressly stipulated that the Crossing is to be a strictly private one, to be solely used for the purpose set forth in Licensee's Application for Crossing attached hereto as Exhibit B and is not intended for and shall not be for public use. The Licensee, without expense to Licensor, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road. In the event Licensor determines that:
 - (a) the Crossing is being used for a purpose or in a manner not set forth in Exhibit B;
 - (b) there is a significant change in the volume or nature of traffic at the Crossing; or
 - (c) the Licensee has in any way breached the terms or conditions of this Agreement, Licensor shall have the right to terminate this Agreement in accordance with Section 26.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises or the Crossing, Licensor shall not be liable to refund Licensee any compensation paid hereunder or for any damage Licensee sustains in connection therewith
5. Any contractors or subcontractors performing work on the Premises or the Crossing, or entering the Premises on behalf of Licensee, shall be deemed agents of Licensee for purposes of this Agreement.

TERM

6. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, subject to prior termination as hereinafter described.

COMPENSATION

7. Licensee agrees to pay to Licensor in advance:
 - (a) Consideration payment in the amount of Five Thousand and No/100 Dollars (\$5,000.00).
8. Licensee agrees to pay to Licensor from time to time within thirty (30) days after bills are rendered therefor the entire cost of maintaining the Crossing, including, but not limited to the expense incurred by Licensor resulting from the necessity to remove and replace the Crossing in connection with resurfacing or maintaining Licensor's right of way and tracks including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is \$600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
9. Licensee agrees to pay to Licensor the entire cost of constructing, installing, performing, maintaining, repairing, renewing, and replacing any cattle guards, farm gates or barriers, track drainage facilities, traffic signs or devices, whistle posts, stop signs or other appurtenances shown on Exhibit "A", or any such appurtenances or warning signs and devices that may subsequently be required to be upgraded by Licensor, by law, by change of volume and nature of vehicular traffic, or by any public authority having jurisdiction. The Licensee is also responsible for notifying Licensor in writing of any need for upgrading the vehicular traffic control devices or signs at or near the Crossing, since the Licensee is most knowledgeable concerning the volume and nature of the vehicular traffic. In addition, Licensee shall notify Licensor if any significant change in volume or nature of traffic at the crossing.

COMPLIANCE WITH LAWS

10. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Crossing and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety training program at the Licensor's Internet Website "contractororientation.com". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

11. (a) For the purpose of this Agreement, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- (b) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

RIGHT OF LICENSOR TO USE

12. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
- (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
- (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

13. Licensee, at its own expense, shall keep the rail flange ways of said Crossing clear of all snow, dirt, or any other obstructions whatsoever, which may accumulate by virtue of vehicles, equipment, or from machinery crossing thereover or otherwise, and shall remove and keep removed any vegetation along the rail corridor on each side of the crossing so that the motorists' line of sight to approaching trains is not impaired or obstructed by vegetation.
14. It is specifically understood that cables, pipelines, and other electric and/or fiber optic transmission lines may be on, about, along, or under the Premises and Licensee agrees that under no circumstances will Licensee dig in or disturb the surface of the Premises without the express written consent of Licensor.
15. Licensee shall construct and maintain, at its own expense, a roadway (to end of railroad ties) and related roadway drainage in a manner acceptable to Licensor, and safe for use by any vehicles or equipment. Prior to such construction or maintenance, five (5) days advance notice must be given to Licensor's Roadmaster at 201 South 1st Street, Raton, NM 87740, telephone (505) 445-7252.
16. Licensee agrees to keep any Crossing gates, farm gates or barriers (consisting of a bar, cable gate or chain between posts on both sides of the Railroad rail corridor and straddling the roadway), closed and securely fastened, except when being opened to allow access upon said rail corridor.
17. While this Agreement is personal to Licensee, It is recognized that there is a possibility of the Crossing being used by unauthorized persons, and said Licensee agrees that for the purposes of this agreement all persons using the Crossing shall be deemed the agents or invitees of the Licensee.
18. Licensee shall, at its sole cost and expense, perform all activities on and about the Crossing in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Crossing at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Crossing to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Crossing. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.
19. If at any time during the term of this Agreement, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Crossing, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Crossing as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of new a Crossing.

20. Upon termination of this Agreement, Licensor may remove the Crossing and restore the rail corridor to the condition as of the Effective Date of this Agreement at Licensee's sole cost and expense and without incurring any liability to the Licensee. Licensee shall within twenty (20) days after bill is rendered therefor, reimburse Licensor for all costs and expenses, which Licensor may incur in connection therewith.

LIABILITY

21. (a) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):
- (i) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
 - (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,
 - (iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 - (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR
 - (v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS AGREEMENT SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

22. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

INSURANCE

23. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$5,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
- C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:
- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

- D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction. If further maintenance is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
 - ◆ No other endorsements restricting coverage may be added.
 - ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody or control.

Licensee's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Staubach Global Services - RR, Inc. as an additional insured with respect to work performed under this agreement. Severability of interest and naming Licensor and Staubach Global Services - RR, Inc. as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

24. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Premises which occurred or may occur during the term of this Agreement, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this Agreement. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DEFAULT

25. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this Agreement by operation of law, Licensor may, at its option, terminate this Agreement by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this Agreement. The remedy set forth in this Section 25 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

TERMINATION

26. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.

27. If Licensee fails to surrender to Licensor the Premises, upon any termination of this Agreement, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

28. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Agreement or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

NOTICES

29. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Staubach Global Services - RR, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Paseo Partnership, LLC
1135 Chiricahua, SE
Albuquerque, NM 87123

SURVIVAL

30. Neither termination nor expiration will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

RECORDATION

30. It is understood and agreed that this Agreement shall not be placed on public record.

APPLICABLE LAW

31. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

32. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

INTEGRATION

33. This Agreement is the full and complete agreement between Licensee and Licensor with respect to all matters relating to Licensee's use of the Crossing, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Crossing as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

34. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
35. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
36. In the event Licensee conveys, transfers, leases or otherwise grants a right of access and/or use of any interest in all or a portion of Licensee's property which is accessed by the Crossing, Licensee shall notify Licensor in writing of the same within thirty (30) days prior to the date of such conveyance, transfer, lease or grant of access and/or use, and Licensee shall cause any receiver or subsequent holder(s) of such an interest or right ("Holder") to: (1) file an application with Licensor's outside contractor, Staubach Global Services, for use of the Crossing, which application may be granted or denied in Licensor's sole discretion; and (2) upon Licensor's approval of Holder's application, Licensee shall cause Holder to execute

Licensors standard License Agreement then in effect for the use of the Crossing. Licensee may not assign or otherwise transfer, or permit the use of this Agreement or the Crossing by Holder without Licensors prior written approval for the same and any attempt to do so is a material breach of this Agreement and shall render it null and void

Staubach Global Services - RR, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written

BNSF RAILWAY COMPANY

P.O. Box 961050
Fort Worth, Texas 76161-0050

By: Stephen M. Kuzma
Title: Stephen M. Kuzma
Manager - Land Revenue Management

PASEO PARTNERSHIP, LLC
1135 Chiricahua, SE
Albuquerque, NM 87123

By: [Signature]
Title: PRESIDENT

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

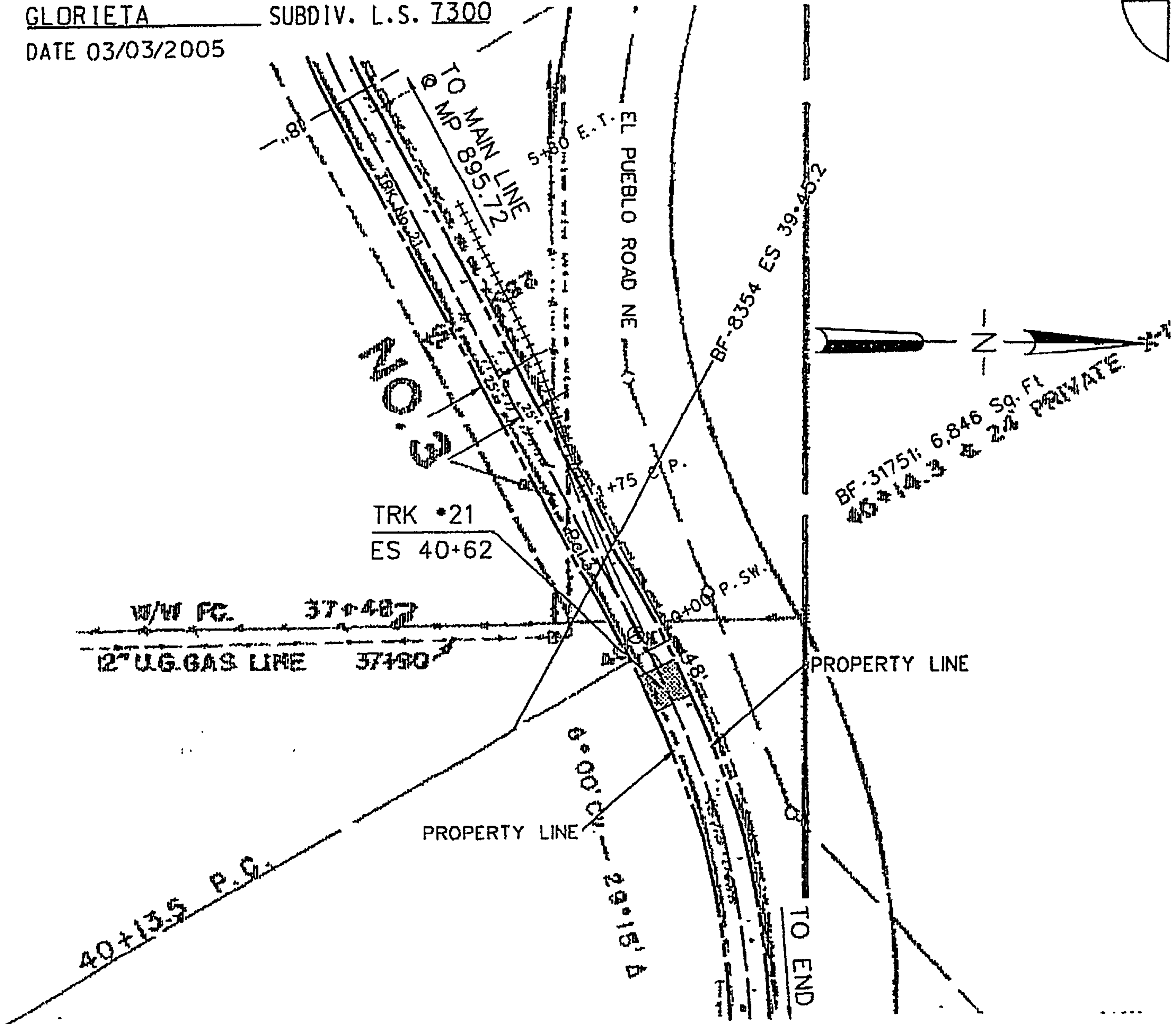
PASEO PARTNERSHIP, LLC

SCALE: 1 IN. = 200 FT.
SOUTHWEST DIV.
GLORIETA SUBDIV. L.S. 7300
DATE 03/03/2005

SECTION: 22
TOWNSHIP: 11N
RANGE: 3E

V- NM-02
MAP 36A
PARCEL 3

MAP REF. 500044



DESCRIPTION:
A 48' EXISTING PRIVATE ROAD CROSSING SHOWN SHADED.

AT ALAMEDA INDUSTRIAL LOOP (NEAR ALBUQUERQUE)
COUNTY OF BERNALILLO STATE OF NM

BCC

BNSF



ROB A ROY
Director Grade Crossing Safety

The Burlington Northern
and Santa Fe Railway Company

2600 Lou Menk Drive
Fort Worth, Texas 76131

EXHIBIT "C"

Re: Request submitted to be permitted for the use of an existing At-Grade Private crossing located at Alameda Industrial Loop (near Albuquerque), Bernalillo County, New Mexico at Line Segment 7300, Track # 21, Engineering Station 40+62.

The above referenced request is hereby approved under the following condition.

- ◆ Licensee agrees to continue to meet all conditions and requirements until such time the above referenced crossing is deemed for Public use including which includes all associated matters have been completed.
- ◆ Licensee agrees to submit to Licensor a request for extension of "Term" ninety (90) days prior to expiration if the status of the above referenced crossing has not changed from private to "Public" and Licensee shall continue to do so until such time this has occurred.
- ◆ Licensee agrees to adhere to all conditions and requirements as outlined within the attached "Grade Crossing Signal & Surface Installation Agreement For Private Crossing" attached hereto, marked Exhibit "C-1".

WHEREAS, the LICENSEE is paying for the acquisition and installation of a crossing surface and signal equipment at the Sonya Road Crossing and upon completion of construction the COLLECTIVE LICENSEE will take over as the acting road authority as outlined in Exhibit "D" ;

WHEREAS, the LICENSOR agrees to purchase and install, at LICENSEE'S sole expense, the crossing surface and signal equipment described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term "Project" as used in this agreement includes any and all work related to the installation of crossing surface and signals activation equipment at U.S. DOT crossing 013776A, more particularly described on Exhibits "A-1", "A-2" and "B" attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of mast flashing lights and gates with pavement marking stop bars, installation of any new crossing surface, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – LICENSOR OBLIGATIONS

In consideration of the covenants of LICENSEE set forth herein and the faithful performance thereof, LICENSOR agrees as follows:

1. The LICENSOR will, using its own labor forces under applicable labor agreements, install the Crossing Surface and Signal Equipment at the Sonya Road crossing;
2. A detailed estimate of LICENSOR'S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit "C-1" and incorporated herein. In the event construction for the Project has not commenced within six (6) months following the effective date of this Agreement, LICENSOR may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit "C-1". In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit "C-1" not specifically mentioned therein may be included as a part of this Agreement upon written approval of LICENSEE, which approval will not be unreasonably withheld.
3. LICENSOR will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project.
4. The LICENSOR will, at LICENSEE'S expense, dispose of all scrap from the LICENSOR'S work hereunder.

ARTICLE III – LICENSEE OBLIGATIONS

In consideration of the covenants of LICENSOR set forth herein and the faithful performance thereof, LICENSEE agrees as follows:

1. LICENSEE must perform, at LICENSEE'S expense, the following work:
 - a) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD").
 - b) Installation of advance warning signs in accordance with the MUTCD.

LICENSEE should contact the respective State Roadway Agency's (Department of Transportation's, etc) local office for any necessary guidance on the interpretation of the MUTCD requirements and the specific sections related to the Project.

2. The LICENSEE must provide a site plan showing the location of all advanced railroad crossing warning signs and standard pavement markings in accordance with the MUTCD. The site plan must be approved and sealed by a qualified Professional Engineer hired by the AGENCY. The site plan is attached to this Agreement as Exhibit "A-2" and incorporated herein.

3. The LICENSEE must have advanced railroad crossing warning signs and standard pavement markings in place at the crossing shown on Exhibit "A-2" (if the same are required by the MUTCD) prior to the acceptance of this Project by the LICENSEE. The LICENSEE assumes full responsibility for the maintenance of advanced warning signs and pavement markings and agrees to hold harmless and indemnify the LICENSOR for any claims, damages or losses, in whole or in part, caused by or due to the LICENSEE'S failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.

ARTICLE IV- JOINT OBLIGATIONS

In consideration of the mutual covenants of the parties contained herein and the premises, the parties mutually agree as follows:

1. This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

2. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

Mile Post: 895.70
Line Segment: 7300
U.S. DOT Number: 013776A
SUB: Glorieta

Exhibit "C-1"
**GRADE CROSSING SIGNAL & SURFACE INSTALLATION AGREEMENT
FOR PRIVATE CROSSING**

THIS GRADE CROSSING SIGNAL & SURFACE INSTALLATION AGREEMENT (hereinafter called, "Agreement"), is executed to be effective as of September , 2005, by and between **PASEO PARTNERSHIP, LLC**, a New Mexico Limited Liability Corporation (LICENSEE), the City of Albuquerque, New Mexico (hereinafter called "COLLECTIVE LICENSEE"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "LICENSOR");

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the LICENSOR is undertaking a project to install a railroad crossing surface and signals with activation equipment at a private crossing known as the Sonya Road crossing;

WHEREAS, the Sonya Road Crossing is located at U.S. DOT 013776A, M/P 895.70, L/S 7300 as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, LICENSEE agrees to pay to LICENSOR in advance, the estimated cost of materials and other cost item for the mast flashing lights and gates as outlined but not limited to the attached Exhibit "A-1" in the amount of One-hundred Six- thousand and seventy -six dollars (\$106,076). Upon completion of installation, LICENSEE agrees to pay LICENSOR the remaining cost for the mast flashing lights and gates as outlined but not limited to the attached Exhibit "A-1" in the amount of Eighty-two thousand and three hundred thirty dollars (\$82,330.00). If actual construction costs exceed this estimate by more than one hundred dollars (\$100.00), the excess costs (over \$100) shall be paid by LICENSEE within thirty (30) days of the date billed.

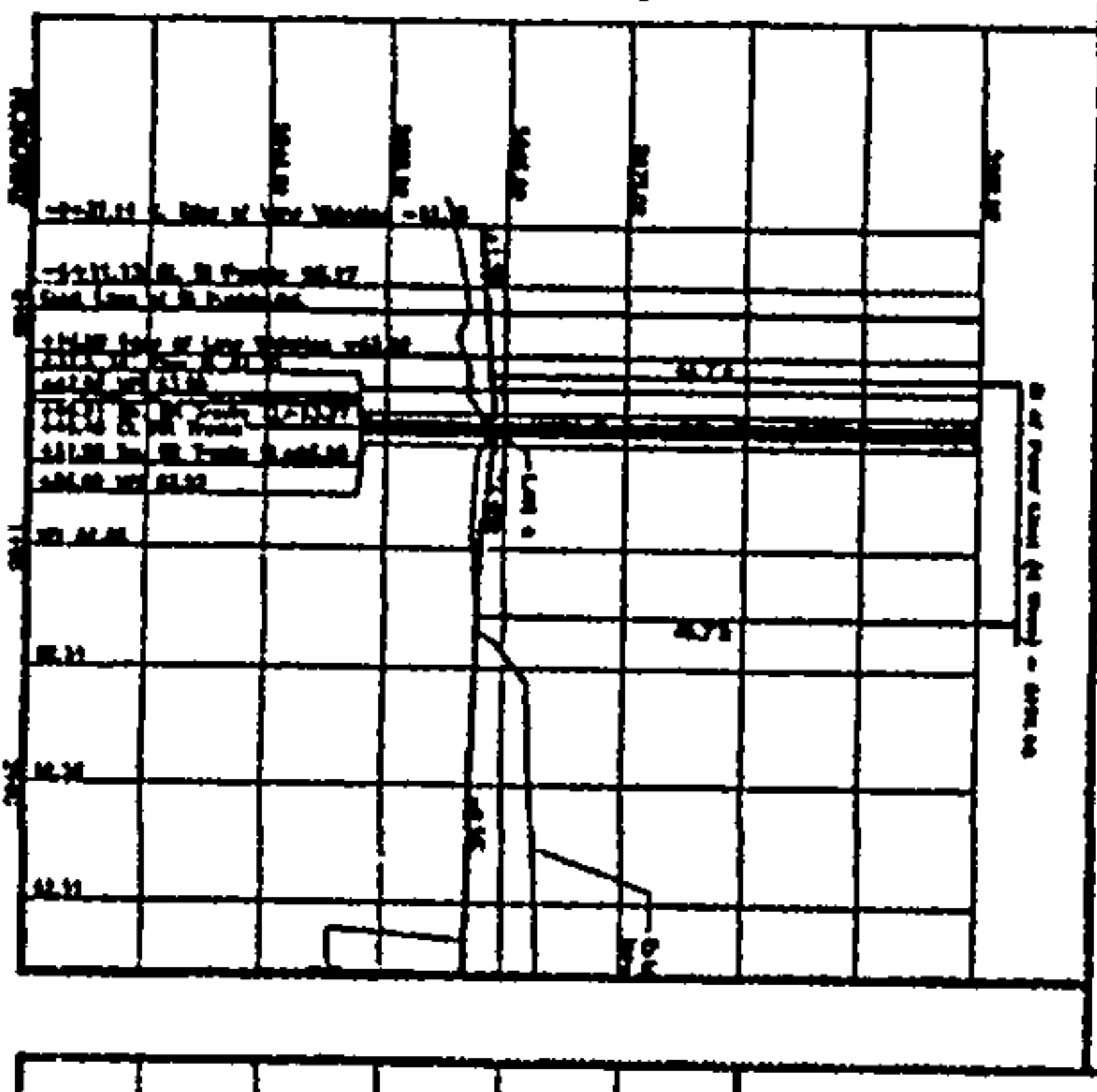
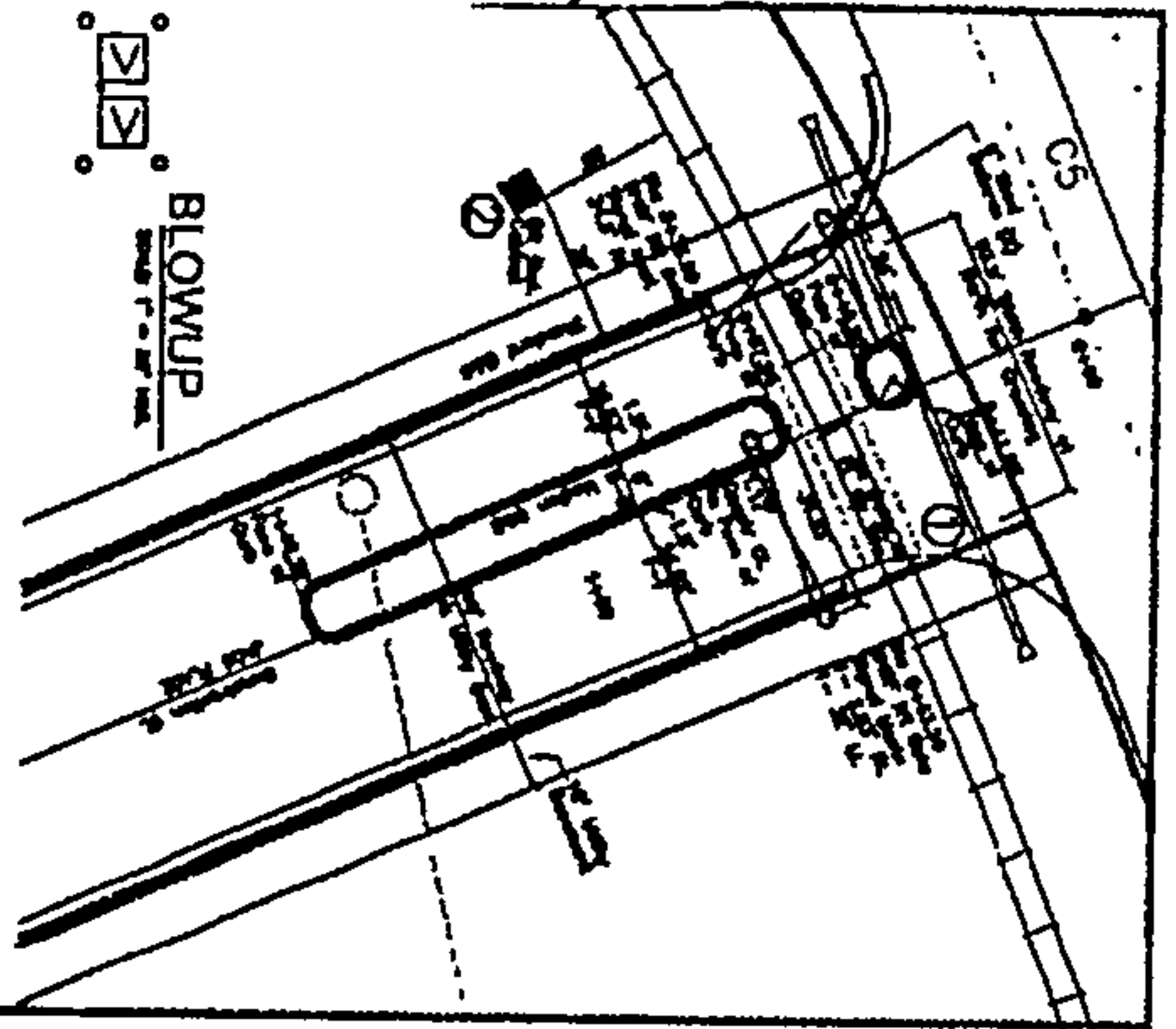
WHEREAS, LICENSEE agrees to pay to LICENSOR in advance, the estimated cost of materials and other item costs for the concrete crossing surface as outlined but not limited to the attached Exhibit "B" in the amount of Forty-two thousand and forty-six dollars (\$42,046). Upon completion of installation, LICENSEE agrees to pay LICENSOR the remaining cost of the concrete crossing surface as outlined but not limited to the attached Exhibit "B" in the amount of Thirty-five thousand and nine hundred ninety five dollars (\$35,995). If actual construction costs exceed this estimate by more than one hundred dollars (\$100.00), the excess costs (over \$100) shall be paid by LICENSEE within (30) days of the date billed.

In the event LICENSEE deems it necessary in its sole discretion, an annual signal inspection cost of Five Thousand and No/100 Dollars (\$5,000.00) will be required as referenced in Section Seven (7) of the private crossing agreement. Said cost may be revised, in LICENSOR's sole discretion, every five (5) years.

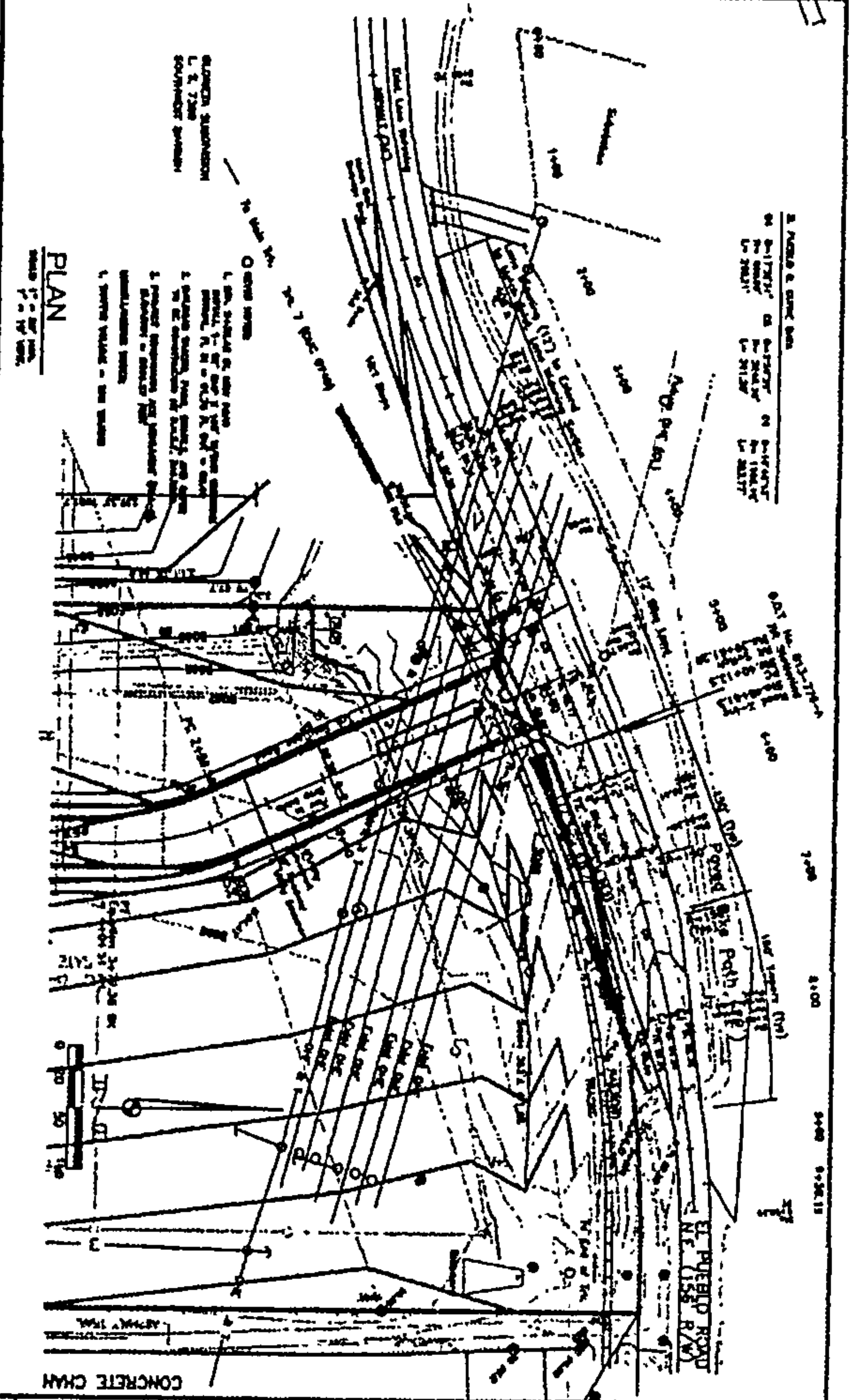
WHEREAS, the parties agree that the LICENSOR will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");



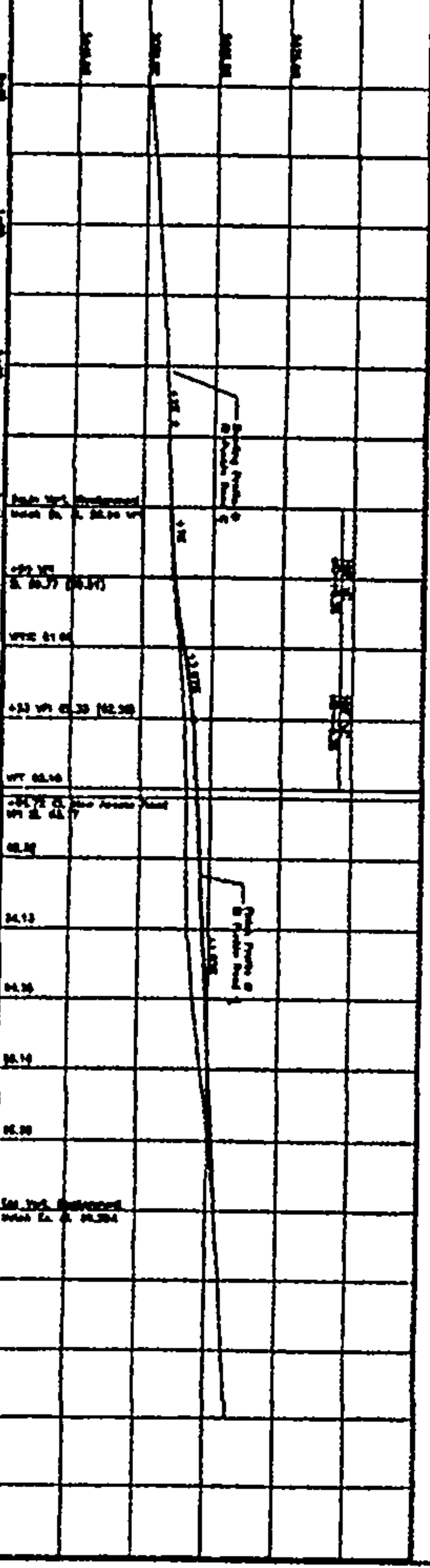
Mary Herrera Bern. Co. ERSE R 17.00



PROFILE ENTRANCE ROAD



PLAN



PROFILE EL PUEBLO ROAD

APPROVALS	NAME	DATE	ISSUED BY	DATE	REVISION	REASON

Preliminary Only
 for Review Only

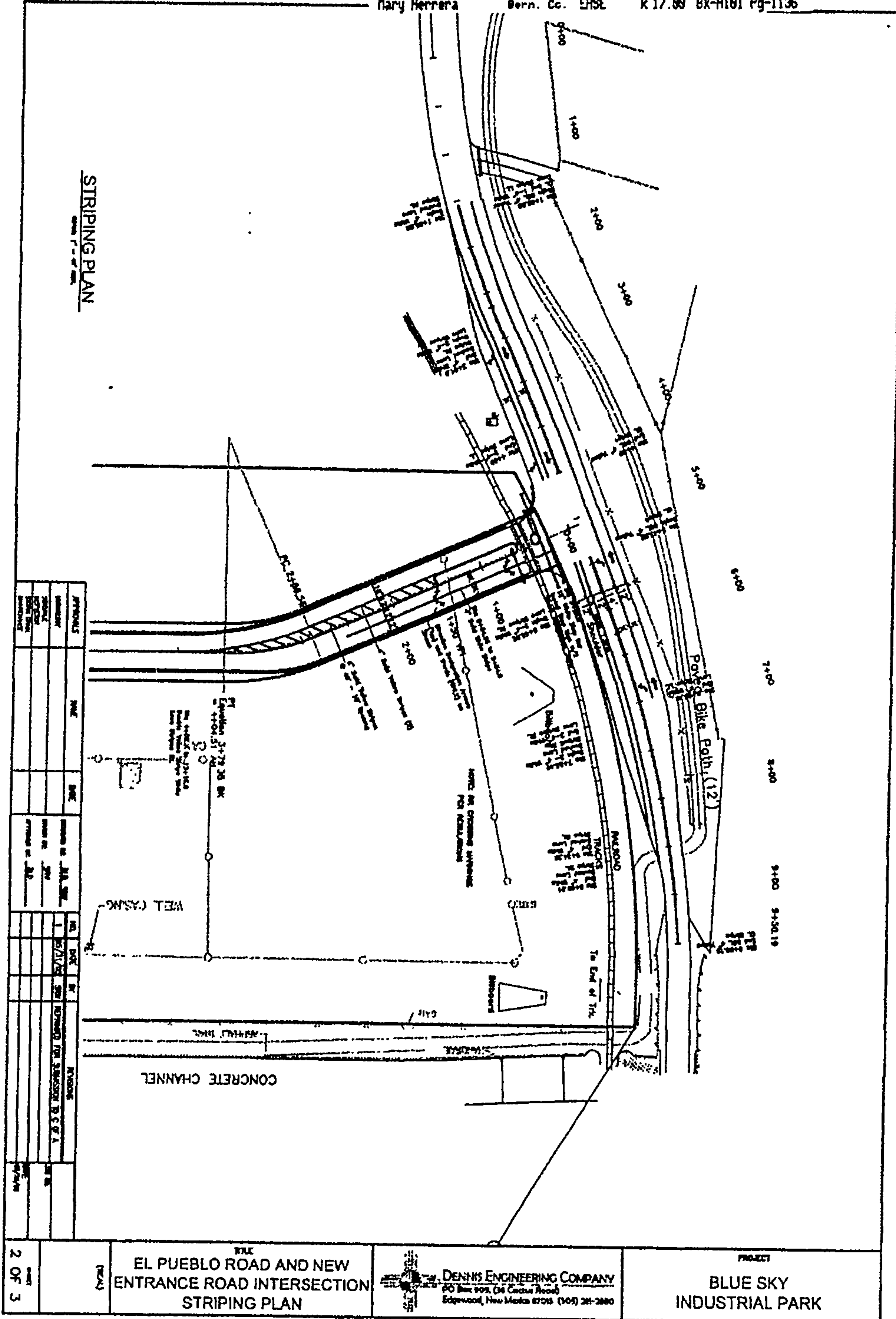
SHEET 1 OF 3	PLAN AND PROFILE EL PUEBLO ROAD AND NEW ENTRANCE ROAD	DENNIS ENGINEERING COMPANY 2000 W. 10th St., Suite 100 Albuquerque, New Mexico 87102 (505) 261-2000	PROJECT BLUE SKY INDUSTRIAL PARK
-----------------	--	--	--

EXHIBIT A



200511466
 0307515
 Page 4 of 5
 08/02/2005 10:35A
 Bk-A101 Pg-1136

Mary Herrera Bern. Co. ERSE R 17.00



STRIPING PLAN

EL PUEBLO ROAD AND NEW
 ENTRANCE ROAD INTERSECTION
 STRIPING PLAN

DENNIS ENGINEERING COMPANY
 20 Elm 908 (Off Lucas Road)
 Edgewood, New Mexico 87015 (505) 281-2880

PROJECT
 BLUE SKY
 INDUSTRIAL PARK

EXHIBIT A

SHEET 2 of 3

PNM PROJ. 12277

5-22-2006

Michael A. Otero	NM DOT	(505) 827-0471
Henry Guzas	NM DOT Rail	827-3219
HARRY LANA	BNSF	767-6847
James Hutchens	Gandy Dancer	362-8333
RON BROWN	VISTA DEL NORTE	883-1674
CARLOS SPIESS	SUNDANCE MECHANICAL	345-2694
Scott Medina	Mark Goodwin & Assoc.	828-2200
PAUL ROBINSON	BNSF	767-6828
W. J. Dorsey	BNSF	767-6829
Kevin Curran	City of Albuquerque	924-3995
JUAN CARLOS SAMUEL	COA-Transportation	768-2766
HILFRED GARCIA	COA - PLUMBER	924-3991



STAUBACH

A World of Real Estate Knowledge

 **COPY**

January 27, 2006

Paseo Partnership, LLC
John Kusianovich - Manager
1135 Chiricahua, SE
Albuquerque, New Mexico 87123

Tracking #: 05-28179

Dear Mr. Kusianovich:

Enclosed please find one (1) fully executed Agreement for your file. **A copy of the executed Agreement must be available upon request at the job site allowing authorization to do the work.** Please contact the Roadmaster at telephone (505) 445-7252, five (5) days in advance of entry and **BEFORE YOU DIG, CALL 1-800-533-2891.** If you need additional information please contact me at (817) 230-2633.

Sincerely,



Gene Biddle
Real Estate Administrator

Enclosures

cc: Roadmaster, 201 South 1st Street, Raton, NM 87740



AGREEMENT FOR PRIVATE CROSSING

THIS AGREEMENT ("Agreement"), made this 27th day of January, 2006 ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (hereinafter called "Licensor") and **PASEO PARTNERSHIP, LLC**, a New Mexico limited liability company (hereinafter whether one or more persons or corporations called the "Licensee").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights interests, and estates of third parties, including, without limitation, any leases, licenses, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, maintain, and use in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process ("the Drawings and Specifications") an at-grade crossing, forty eight (48) feet wide ("Crossing"), across the rail corridor of Licensor at or near Licensor's station of Alameda Industrial Loop (near Albuquerque), County of Bernalillo, State of New Mexico, Line Segment 7300, Track # 21, Engineering Station 40+62, at the location and in the manner shown upon the print No. 1-35745, dated March 03, 2005, marked "Exhibit A," attached hereto made a part hereof ("Premises") for the purposes specified in Section 3. For convenience, said Crossing, including crossing surface and all appurtenances thereto between the ends of railroad ties, cattle guards, farm gates or barriers, drainage facilities, traffic signs or devices, identification signs approved by Licensor, whistling posts, or other appurtenances, if any, are hereinafter collectively referred to as the "Crossing." Licensee must also adhere to the stipulations as set forth on the attached Exhibit "C".
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. It is expressly stipulated that the Crossing is to be a strictly private one, to be solely used for the purpose set forth in Licensee's Application for Crossing attached hereto as Exhibit B and is not intended for and shall not be for public use. The Licensee, without expense to Licensor, will take any and all necessary action to preserve the private character of the Crossing and prevent its use as a public road. In the event Licensor determines that:
 - (a) the Crossing is being used for a purpose or in a manner not set forth in Exhibit B;
 - (b) there is a significant change in the volume or nature of traffic at the Crossing; or
 - (c) the Licensee has in any way breached the terms or conditions of this Agreement, Licensor shall have the right to terminate this Agreement in accordance with Section 26.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises or the Crossing, Licensor shall not be liable to refund Licensee any compensation paid hereunder or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the Premises or the Crossing, or entering the Premises on behalf of Licensee, shall be deemed agents of Licensee for purposes of this Agreement.

TERM

6. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, subject to prior termination as hereinafter described.

COMPENSATION

7. Licensee agrees to pay to Licensor in advance:
 - (a) Consideration payment in the amount of Five Thousand and No/100 Dollars (\$5,000.00).
8. Licensee agrees to pay to Licensor from time to time within thirty (30) days after bills are rendered therefor the entire cost of maintaining the Crossing, including, but not limited to the expense incurred by Licensor resulting from the necessity to remove and replace the Crossing in connection with resurfacing or maintaining Licensor's right of way and tracks including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is \$600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
9. Licensee agrees to pay to Licensor the entire cost of constructing, installing, performing, maintaining, repairing, renewing, and replacing any cattle guards, farm gates or barriers, track drainage facilities, traffic signs or devices, whistle posts, stop signs or other appurtenances shown on Exhibit "A", or any such appurtenances or warning signs and devices that may subsequently be required to be upgraded by Licensor, by law, by change of volume and nature of vehicular traffic, or by any public authority having jurisdiction. The Licensee is also responsible for notifying Licensor in writing of any need for upgrading the vehicular traffic control devices or signs at or near the Crossing, since the Licensee is most knowledgeable concerning the volume and nature of the vehicular traffic. In addition, Licensee shall notify Licensor if any significant change in volume or nature of traffic at the crossing.

COMPLIANCE WITH LAWS

10. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Crossing and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety training program at the Licensor's Internet Website "contractororientation.com". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

11. (a) For the purpose of this Agreement, "cost" or "costs" "expense or expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- (b) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

RIGHT OF LICENSOR TO USE

12. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
- (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
- (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

13. Licensee, at its own expense, shall keep the rail flange ways of said Crossing clear of all snow, dirt, or any other obstructions whatsoever, which may accumulate by virtue of vehicles, equipment, or from machinery crossing thereover or otherwise, and shall remove and keep removed any vegetation along the rail corridor on each side of the crossing so that the motorists' line of sight to approaching trains is not impaired or obstructed by vegetation.
14. It is specifically understood that cables, pipelines, and other electric and/or fiber optic transmission lines may be on, about, along, or under the Premises and Licensee agrees that under no circumstances will Licensee dig in or disturb the surface of the Premises without the express written consent of Licensor.
15. Licensee shall construct and maintain, at its own expense, a roadway (to end of railroad ties) and related roadway drainage in a manner acceptable to Licensor, and safe for use by any vehicles or equipment. Prior to such construction or maintenance, five (5) days advance notice must be given to Licensor's Roadmaster at 201 South 1st Street, Raton, NM 87740, telephone (505) 445-7252.
16. Licensee agrees to keep any Crossing gates, farm gates or barriers (consisting of a bar, cable gate or chain between posts on both sides of the Railroad rail corridor and straddling the roadway), closed and securely fastened, except when being opened to allow access upon said rail corridor.
17. While this Agreement is personal to Licensee, it is recognized that there is a possibility of the Crossing being used by unauthorized persons, and said Licensee agrees that for the purposes of this agreement all persons using the Crossing shall be deemed the agents or invitees of the Licensee.
18. Licensee shall, at its sole cost and expense, perform all activities on and about the Crossing in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Crossing at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Crossing to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Crossing. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.
19. If at any time during the term of this Agreement, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Crossing, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Crossing as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of new a Crossing.

20. Upon termination of this Agreement, Licensor may remove the Crossing and restore the rail corridor to the condition as of the Effective Date of this Agreement at Licensee's sole cost and expense and without incurring any liability to the Licensee. Licensee shall within twenty (20) days after bill is rendered therefor, reimburse Licensor for all costs and expenses, which Licensor may incur in connection therewith.

LIABILITY

21. (a) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,

(iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR

(v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 21(a), LICENSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS AGREEMENT SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

22. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

INSURANCE

Self Insured

23. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$5,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

- C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

- D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction. If further maintenance is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
 - ◆ No other endorsements restricting coverage may be added.
 - ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody or control.

Licensee's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Staubach Global Services - RR, Inc. as an additional insured with respect to work performed under this agreement. Severability of interest and naming Licensor and Staubach Global Services - RR, Inc. as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

24. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Premises which occurred or may occur during the term of this Agreement, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this Agreement. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DEFAULT

25. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this Agreement by operation of law, Licensor may, at its option, terminate this Agreement by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this Agreement. The remedy set forth in this Section 25 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

TERMINATION

26. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.

27. If Licensee fails to surrender to Licensor the Premises, upon any termination of this Agreement, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

28. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Agreement or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

NOTICES

29. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Staubach Global Services - RR, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131
Attn: Licenses/Permits

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: Paseo Partnership, LLC
1135 Chiricahua, SE
Albuquerque, NM 87123

SURVIVAL

30. Neither termination nor expiration will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.

RECORDATION

30. It is understood and agreed that this Agreement shall not be placed on public record.

APPLICABLE LAW

31. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

32. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

INTEGRATION

33. This Agreement is the full and complete agreement between Licensee and Licensor with respect to all matters relating to Licensee's use of the Crossing, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Crossing as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

34. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

35. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

36. In the event Licensee conveys, transfers, leases or otherwise grants a right of access and/or use of any interest in all or a portion of Licensee's property which is accessed by the Crossing, Licensee shall notify Licensor in writing of the same within thirty (30) days prior to the date of such conveyance, transfer, lease or grant of access and/or use, and Licensee shall cause any receiver or subsequent holder(s) of such an interest or right ("Holder") to: (1) file an application with Licensor's outside contractor, Staubach Global Services, for use of the Crossing, which application may be granted or denied in Licensor's sole discretion; and (2) upon Licensor's approval of Holder's application, Licensee shall cause Holder to execute

Licensors standard License Agreement then in effect for the use of the Crossing. Licensee may not assign or otherwise transfer, or permit the use of this Agreement or the Crossing by Holder without Licensors prior written approval for the same and any attempt to do so is a material breach of this Agreement and shall render it null and void.

Staubach Global Services - RR, Inc. is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written

BNSF RAILWAY COMPANY

P.O. Box 961050
Fort Worth, Texas 76161-0050

By: Stephen M. Kuzma
Title: Stephen M. Kuzma
Manager - Land Revenue Management

PASEO PARTNERSHIP, LLC
1135 Chiricahua, SE
Albuquerque, NM 87123

By: [Signature]
Title: President

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

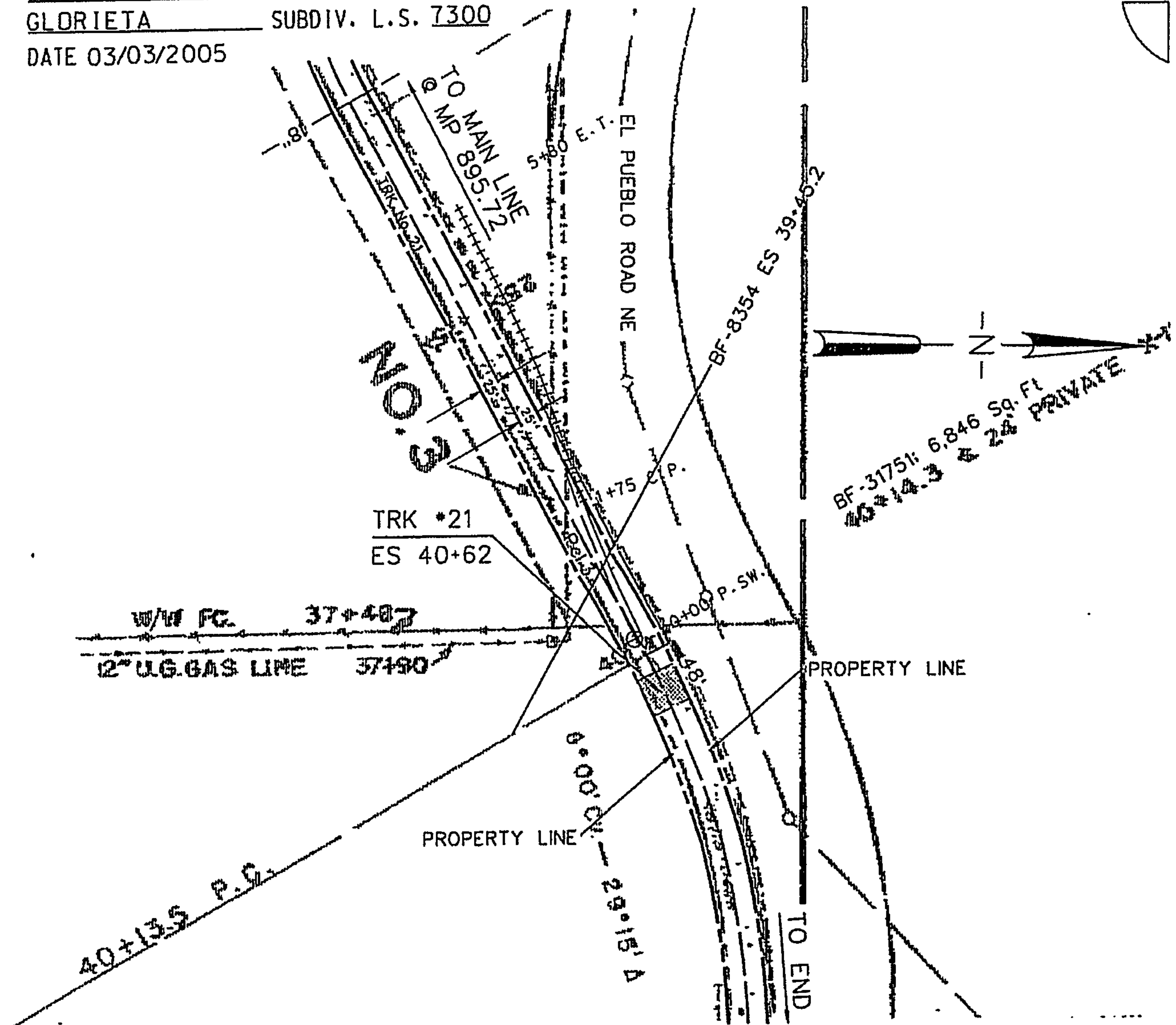
PASEO PARTNERSHIP, LLC

SCALE: 1 IN. = 200 FT.
SOUTHWEST DIV.
GLORIETA SUBDIV. L.S. 7300
DATE 03/03/2005

SECTION: 22
TOWNSHIP: 11N
RANGE: 3E

V- NM-02
MAP 36A
PARCEL 3

MAP REF. 500044



DESCRIPTION:

A 48' EXISTING PRIVATE ROAD CROSSING SHOWN SHADED.

AT ALAMEDA INDUSTRIAL LOOP (NEAR ALBUQUERQUE)
COUNTY OF BERNALILLO STATE OF NM

BCC

3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131
Attn: Permit Services

EXHIBIT B

REC'D MAR 13 2005

To be completed for Residential use:

Licensee _____
(Legal name as shown on the Permit)

Daytime Phone: _____
Fax # : _____

Address: _____
(Street)

(City) (State & Zip Code)

To be completed for Commercial/Industrial use:

Licensee: Paseo Partnership, LLC
_____ (Legal name as shown on the Permit)

Daytime Phone: 505-350-1743

70 1135 Chiricahua, SE
(Street)

505-323-8680 fax
Albuquerque, NM 87123
(City) (State & Zip Code)
New Mexico

Corporation: Paseo Partnership, LLC

Is Applicant a Railroad Shipper? Yes X No
If yes, BNSF Marketing Rep. Name and Phone No.: _____

The following is to be completed by all applicants:

concrete X Existing Width 48'

4000 El Pueblo, NE, Albuquerque, NM 87113

Crossing Location:

 22 Township: 11N Range: 3E Highway Name/No.: _____
Temporary Permanent X Crossing, located at RR Milepost DOT#

* If temporary, specify time period crossing will be required: _____ months _____ days

What use will be made of the crossing: commercial/industrial
(Farm, Residential, Commercial/Industrial)

User vehicle type: _____ Total number of vehicles crossing per day: 600
auto, pickup, van, semi

Other private crossing in vicinity: Yes No X

If yes, give distance and direction from the crossing

What is the distance of the closest public crossing in either directions: none with access to this property

Do you own or lease the land on either side of your crossing: Lease Own X

If leased, provide owner's name _____

Phone No: _____

and written approval for crossing from legal owner.

If this is an existing crossing, how many families are using it now? _____

If known, list names and addresses, if possible.

Use reverse side of form.

If for Cooperative use, please provide names _____

and Permit No. _____

held by other users. _____

and provide proof of land ownership.

What are future plans for this property? _____

 SUBDIVIDE

Applicant understands he or she will be requested to sign a regular crossing Permit, which will provide that Applicant will 1) assume the cost to construct the crossing, 2) furnish insurance as requested by The BNSF Railway, 3) assume the cost to remove the crossing if crossing is temporary, and 4) reimburse The BNSF Railway for the expense incurred to maintain the crossing.

Date: 2/26/05

Applicant: Paseo Partnership LLC
Print: JOHN KUSIANOVICH

BNSF



ROB A ROY
Director Grade Crossing Safety

The Burlington Northern
and Santa Fe Railway Company

2600 Lou Menk Drive
Fort Worth, Texas 76131

EXHIBIT "C"

Re: Request submitted to be permitted for the use of an existing At-Grade Private crossing located at Alameda Industrial Loop (near Albuquerque), Bernalillo County, New Mexico at Line Segment 7300, Track # 21, Engineering Station 40+62.

The above referenced request is hereby approved under the following condition.

- ◆ Licensee agrees to continue to meet all conditions and requirements until such time the above referenced crossing is deemed for Public use including which includes all associated matters have been completed.
- ◆ Licensee agrees to submit to Licensor a request for extension of "Term" ninety (90) days prior to expiration if the status of the above referenced crossing has not changed from private to "Public" and Licensee shall continue to do so until such time this has occurred.
- ◆ Licensee agrees to adhere to all conditions and requirements as outlined within the attached "Grade Crossing Signal & Surface Installation Agreement For Private Crossing" attached hereto, marked Exhibit "C-1".

Mile Post: 895.70
Line Segment: 7300
U S. DOT Number: 013776A
SUB: Glorieta

Exhibit "C-1"
**GRADE CROSSING SIGNAL & SURFACE INSTALLATION AGREEMENT
FOR PRIVATE CROSSING**

THIS GRADE CROSSING SIGNAL & SURFACE INSTALLATION AGREEMENT (hereinafter called, "Agreement"), is executed to be effective as of September , 2005, by and between **PASEO PARTNERSHIP, LLC**, a New Mexico Limited Liability Corporation (LICENSEE), the City of Albuquerque, New Mexico (hereinafter called "COLLECTIVE LICENSEE"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "LICENSOR");

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the LICENSOR is undertaking a project to install a railroad crossing surface and signals with activation equipment at a private crossing known as the Sonya Road crossing;

WHEREAS, the Sonya Road Crossing is located at U.S. DOT 013776A, M/P 895.70, L/S 7300 as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, LICENSEE agrees to pay to LICENSOR in advance, the estimated cost of materials and other cost item for the mast flashing lights and gates as outlined but not limited to the attached Exhibit "A-1" in the amount of One-hundred Six- thousand and seventy -six dollars (\$106,076). Upon completion of installation, LICENSEE agrees to pay LICENSOR the remaining cost for the mast flashing lights and gates as outlined but not limited to the attached Exhibit "A-1" in the amount of Eighty-two thousand and three hundred thirty dollars (\$82,330.00). If actual construction costs exceed this estimate by more than one hundred dollars (\$100.00), the excess costs (over \$100) shall be paid by LICENSEE within thirty (30) days of the date billed.

WHEREAS, LICENSEE agrees to pay to LICENSOR in advance, the estimated cost of materials and other item costs for the concrete crossing surface as outlined but not limited to the attached Exhibit "B" in the amount of Forty-two thousand and forty-six dollars (\$42,046). Upon completion of installation, LICENSEE agrees to pay LICENSOR the remaining cost of the concrete crossing surface as outlined but not limited to the attached Exhibit "B" in the amount of Thirty-five thousand and nine hundred ninety five dollars (\$35,995). If actual construction costs exceed this estimate by more than one hundred dollars (\$100.00), the excess costs (over \$100) shall be paid by LICENSEE within (30) days of the date billed.

In the event LICENSEE deems it necessary in its sole discretion, an annual signal inspection cost of Five Thousand and No/100 Dollars (\$5,000 00) will be required as referenced in Section Seven (7) of the private crossing agreement. Said cost may be revised, in LICENSOR's sole discretion, every five (5) years.

WHEREAS, the parties agree that the LICENSOR will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, the LICENSEE is paying for the acquisition and installation of a crossing surface and signal equipment at the Sonya Road Crossing and upon completion of construction the COLLECTIVE LICENSEE will take over as the acting road authority as outlined in Exhibit "D" ;

WHEREAS, the LICENSOR agrees to purchase and install, at LICENSEE'S sole expense, the crossing surface and signal equipment described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term "Project" as used in this agreement includes any and all work related to the installation of crossing surface and signals activation equipment at U.S. DOT crossing 013776A, more particularly described on Exhibits "A-1", "A-2" and "B" attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of mast flashing lights and gates with pavement marking stop bars, installation of any new crossing surface, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – LICENSOR OBLIGATIONS

In consideration of the covenants of LICENSEE set forth herein and the faithful performance thereof, LICENSOR agrees as follows:

1. The LICENSOR will, using its own labor forces under applicable labor agreements, install the Crossing Surface and Signal Equipment at the Sonya Road crossing;
2. A detailed estimate of LICENSOR'S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit "C-1" and incorporated herein. In the event construction for the Project has not commenced within six (6) months following the effective date of this Agreement, LICENSOR may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit "C-1". In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit "C-1" not specifically mentioned therein may be included as a part of this Agreement upon written approval of LICENSEE, which approval will not be unreasonably withheld.
3. LICENSOR will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project.
4. The LICENSOR will, at LICENSEE'S expense, dispose of all scrap from the LICENSOR'S work hereunder.

ARTICLE III – LICENSEE OBLIGATIONS

In consideration of the covenants of LICENSOR set forth herein and the faithful performance thereof, LICENSEE agrees as follows:

1. LICENSEE must perform, at LICENSEE'S expense, the following work:
 - a) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD").
 - b) Installation of advance warning signs in accordance with the MUTCD.

LICENSEE should contact the respective State Roadway Agency's (Department of Transportation's, etc) local office for any necessary guidance on the interpretation of the MUTCD requirements and the specific sections related to the Project.

2. The LICENSEE must provide a site plan showing the location of all advanced railroad crossing warning signs and standard pavement markings in accordance with the MUTCD. ~~The site plan must be approved and sealed by a qualified Professional Engineer hired by the AGENCY. The site plan is attached to this Agreement as Exhibit "A-2" and incorporated herein.~~

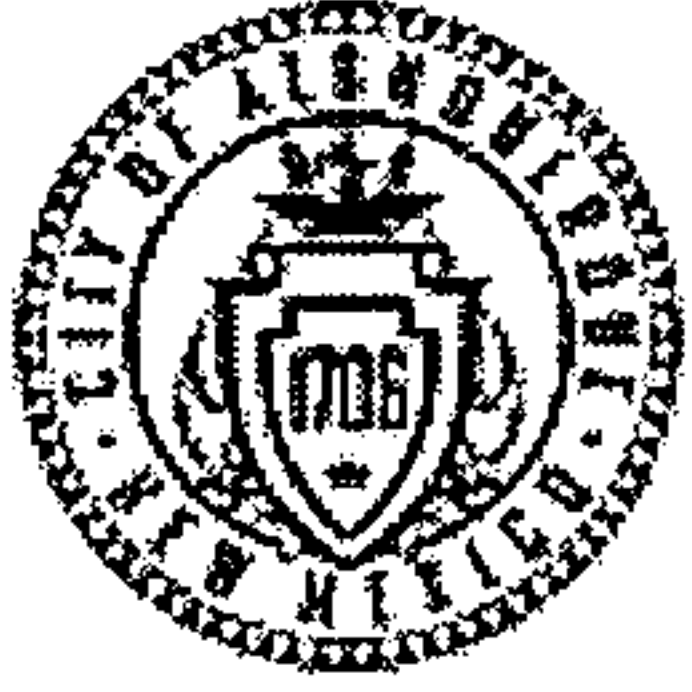
where is the approved site plan

3. The LICENSEE must have advanced railroad crossing warning signs and standard pavement markings in place at the crossing shown on Exhibit "A-2" (if the same are required by the MUTCD) prior to the acceptance of this Project by the LICENSEE. The LICENSEE assumes full responsibility for the maintenance of advanced warning signs and pavement markings and agrees to hold harmless and indemnify the LICENSOR for any claims, damages or losses, in whole or in part, caused by or due to the LICENSEE'S failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.

ARTICLE IV- JOINT OBLIGATIONS

In consideration of the mutual covenants of the parties contained herein and the premises, the parties mutually agree as follows:

1. This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.
2. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.



Juan Carlos
Samuel/PWD/CABQ
05/19/2006 08:29 AM

To Kevin J. Curran/LEGAL/CABQ@COA
cc
bcc
Subject Fw: Railroad Crossing DOT 013776A

Kevin,

This agreement needs to be review prior to next Monday's meeting.

Thanks,

Juan Carlos Samuel
Transportation Project Manager
Department of Municipal Development
(505) 768-2766 (Phone)
(505) 768-2733 (Fax)

----- Forwarded by Juan Carlos Samuel/PWD/CABQ on 05/19/2006 08:27 AM -----



"Gonzales, Henry R.,
NMDOT"
<Henry.Gonzales@state.
nm.us>
05/19/2006 08:24 AM

To <jcsamuel@cabq.gov>
cc
Subject FW: Railroad Crossing DOT 013776A

From: Gene Biddle [mailto:Gene.Biddle@Staubach.com]
Sent: Thursday, May 18, 2006 3:13 PM
To: Gonzales, Henry R., NMDOT
Cc: Sharpless, Frank J, NMDOT; Otero, Michael A., NMDOT; Lara, Harry L; Chris Blewett; Robert Gonzales
Subject: RE: Railroad Crossing DOT 013776A

Hello Henry - Please find attached per your request a copy of the requested Agreement for your files.

Thanks,
Gene

From: Gonzales, Henry R., NMDOT [mailto:Henry.Gonzales@state.nm.us]
Sent: Thursday, May 18, 2006 2:39 PM
To: Gene Biddle
Cc: Sharpless, Frank J, NMDOT; Otero, Michael A., NMDOT; Lara, Harry L; Chris Blewett; Robert Gonzales
Subject: Railroad Crossing DOT 013776A

Mr. Biddle:

As you may know, the New Mexico Department of Transportation has purchased the main line from Bernallio to Belen in New Mexico, as part of this purchase BNSF/Staubach has sent us copies of all agreements and license for this area. However, it appears that crossing 013776A was recently approved by your office and was not included in the required agreement documentation.

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Could you please forward a copy of this agreement so that we may update our files and assist in processing to completion this new crossing.

Thank you.

Hg.

Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message. -- This email has been scanned by the Sybari - Antigen Email System.

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Paseo Partnership, LLC 05-28179.pdf



"Otero, Michael A.,
NMDOT"
<Michael.Otero@state.n
m.us>

05/23/2006 04:07 PM

To <jcsamuel@cabq.gov>, <kcurran@cabq.gov>

cc "Gonzales, Henry R., NMDOT"
<Henry.Gonzales@state.nm.us>

bcc

Subject DRAFT - NMDOT Grade Crossing Signal Installation and
Maintenance Master Agreement

Kevin Curran, City of Albuquerque and Juan Carlos Samuel, City of Albuquerque:

As discussed during the 5-22-2006 meeting at the MRCOG office in Albuquerque, N.M, attached is a draft
of the NMDOT Grade Crossing Signal Installation and Maintenance Master Agreement.

Please contact Henry Gonzales, NMDOT Rail Section Manager, at (505) 827-3219 if you have any
questions or need further information. Thank you.

Michael A. Otero
New Mexico Department of Transportation
P.O. Box 1149 (1st. Floor SMP)
Santa Fe, New Mexico 87504-1149
Telephone: (505) 827-0471
Fax: (505) 827-0431

*Follow-up meeting
July 6, 2006
10.00 - NMDOT*

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recipient(s) and may contain confidential and privileged information. Any unauthorized review,
use, disclosure or distribution is prohibited unless specifically provided under the New Mexico
Inspection of Public Records Act. If you are not the intended recipient, please contact the sender
and destroy all copies of this message. -- This email has been scanned by the Sybari - Antigen
Email System.



Draft - NMDOT Grade Crossing Signal Installation and Maintenance Master Agreement.DOC

STATE ORIGINAL

State Project No.
CN#
Near
Road Crossing
Railroad Line Segment
Railroad Mile Post
USDOT #

GRADE CROSSING SIGNAL INSTALLATION AND MAINTENANCE
MASTER AGREEMENT

THIS GRADE CROSSING SIGNAL INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement"), executed to be effective as of _____, 20_____, by and between the MID-REGION COUNCIL OF GOVERNMENTS ("MRCOG"), and the NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT").

RECITALS:

WHEREAS, there presently exists an at-grade public NMDOT crossing in the location **Exhibit A**, attached hereto and hereby made a part hereof (the "Crossing");

WHEREAS, in the interest of aiding public safety, the NMDOT is undertaking as its project (the "Project") to have the MRCOG, under Federal funds, furnish the material and perform the work described in **Exhibit B**, attached hereto and hereby made a part hereof and furnishing and installing the new crossing Signal and/or Surface equipment (the "Crossing Equipment") that is described in Section I below and as also described in the Material and Force Account Estimate marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Project").

AGREEMENT:

NOW, THEREFORE, it consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I.

The NMDOT agrees to reimburse the MRCOG for one hundred percent (100%) of the MRCOG's final actual labor and material and other costs associated with the Project work (including, without limitation, third party charges for the installation of electrical service). As set forth in the Material and Force Account Estimates attached hereto as **Exhibit B** and **Exhibit C**.

II.

With respect to the Project work at the Crossing, the MRCOG shall furnish all labor, material, equipment, supervision, Flagging, and Railroad Liability Insurance for the Project. The MRCOG will approve the location of the signals and hut prior to installation.

III

During the performance of such work, the MRCOG will provide progressive billing to the NMDOT based on the MRCOG's actual costs. The MRCOG's actual costs shall include, without limitation, all actual costs of preliminary engineering review, construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the MRCOG's normal and customary additives associated therewith which shall include direct and indirect overhead. Within one hundred twenty (120) days after the MRCOG has completed the Crossing Work and the Signal Work, the MRCOG will submit a final billing to the NMDOT for all final actual costs incurred by the MRCOG. The NMDOT shall pay the MRCOG for progressive billing and final billing within thirty (30) days of the NMDOT's receipt of billing from the MRCOG.

IV

The parties hereto acknowledge and agree that preliminary engineering costs are part of the MRCOG's estimate approved by the NMDOT.

V

The MRCOG or its contractors, using its own labor forces under applicable labor agreements, shall perform the Project work. The MRCOG shall furnish all necessary materials (i) from its store stock, or (ii) by purchase in accordance with the provisions of 23 CFR 646, Subparts A and B.

The NMDOT agrees that the MRCOG is authorized to hire a consultant to perform preliminary engineering and or other necessary Project work. In the event the services of a consultant are needed for work other than specified work after execution of this Agreement due to any exigency of the MRCOG and the Project, the NMDOT and the MRCOG shall mutually agree, in writing, as to the selection of a consultant and the applicable scope of work to be performed by such consultant. All work performed hereunder by MRCOG and any consultant and any resulting costs shall be in accordance with 23 CFR, Part 140 and 23 CFR 646 Subparts A and B and such regulations are hereby made a part of this Agreement by reference.

VI.

The MRCOG shall, at the NMDOT's expense, dispose of all scrap from the work hereunder. NMDOT reserves the right to inspect and recover any material to be salvaged or disposed of.

VII.

Upon completion of the installation of the Project equipment the MRCOG as agent for the NMDOT shall, at its sole expense, operate and maintain the Crossing Signal Equipment and Crossing Surface out to the end of the track tie ends in a proper condition; provided, however, that the MRCOG shall have the benefits and/or obligations of any regulations, ordinances, acts, rules or other laws passed by any other appropriate governmental agency or authority providing for a different apportionment of maintenance costs.

VIII.

If a MRCOG or a highway improvement project necessitates rearrangement, relocation or alteration of the Crossing Signal Equipment installed hereunder, the costs for such rearrangement, relocation or alteration shall be the responsibility of the party requesting such changes.

IX.

The MRCOG shall install advanced railroad crossing warning signs and standard pavement markings in place at the crossing shown on **Exhibit A** (if the same are required by the MUTCD).

X.

This Agreement will inure to the benefit of and be binding on the parties hereto, their successors and assigns.

XI.

In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

XII.

This Agreement may be signed in counterparts, any one of which shall be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Secretary or Designee

Printed Name: _____

Title: _____

MID-REGION COUNCIL OF GOVERNMENTS

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, OFFICE OF GENERAL COUNSEL

DATE: _____

By: _____
Assistant General Counsel

**I certify that _____
New Mexico Tax ID# _____
is registered with the NM Taxation & Revenue Department for payment of
Gross Receipts Tax.**

By: _____ **Date** _____
NM Taxation & Revenue Department

H. Gonzales 827-3219
660-2402

H. Party 827-3233
J. Kucovich 5434
350-1743 6/13/06

RR Crossing - El Pueblo

10:00

1. Construction of crossing - to be done by state
and MRGCOB with money from
Developer

2. City to assume maintenance?
or

Developer to maintain crossing

3. July 6th 10:00 -

Thursday - reconvene to discuss
maintenance agreement -

4. ~~City~~ call R. Brown to see what he
440-72123

5. maintenance agreement to be drafted by
Hugh Party - Holey beards office

BLUE SKY BUSINESS PARK
 BEING TRACT T-4 OF VISTA DEL NORTE
 ELENA GALLEGOS GRANT
 PROJECTED SECTION 22 TOWNSHIP 11 NORTH,
 RANGE 3 EAST, NMPM
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 NOVEMBER 2005

TIE INFORMATION
 Tie from SE Cor to
 ACS Monument "NAA-8"
 S0°00'24"W, 3357.38'

ACS Monument "NAA-8"
 Y=1,513,713.15
 X=393,902.61
 G=0.99967012
 Δα=-00°12'16", Central Zone
 Elevation = 5075.8
 NAD 1927/TRIG SLD 1929

Found #5 Rebar
 No Cap
 490.84' S0°01'50"E
 (491.07' S0°00'24"W)

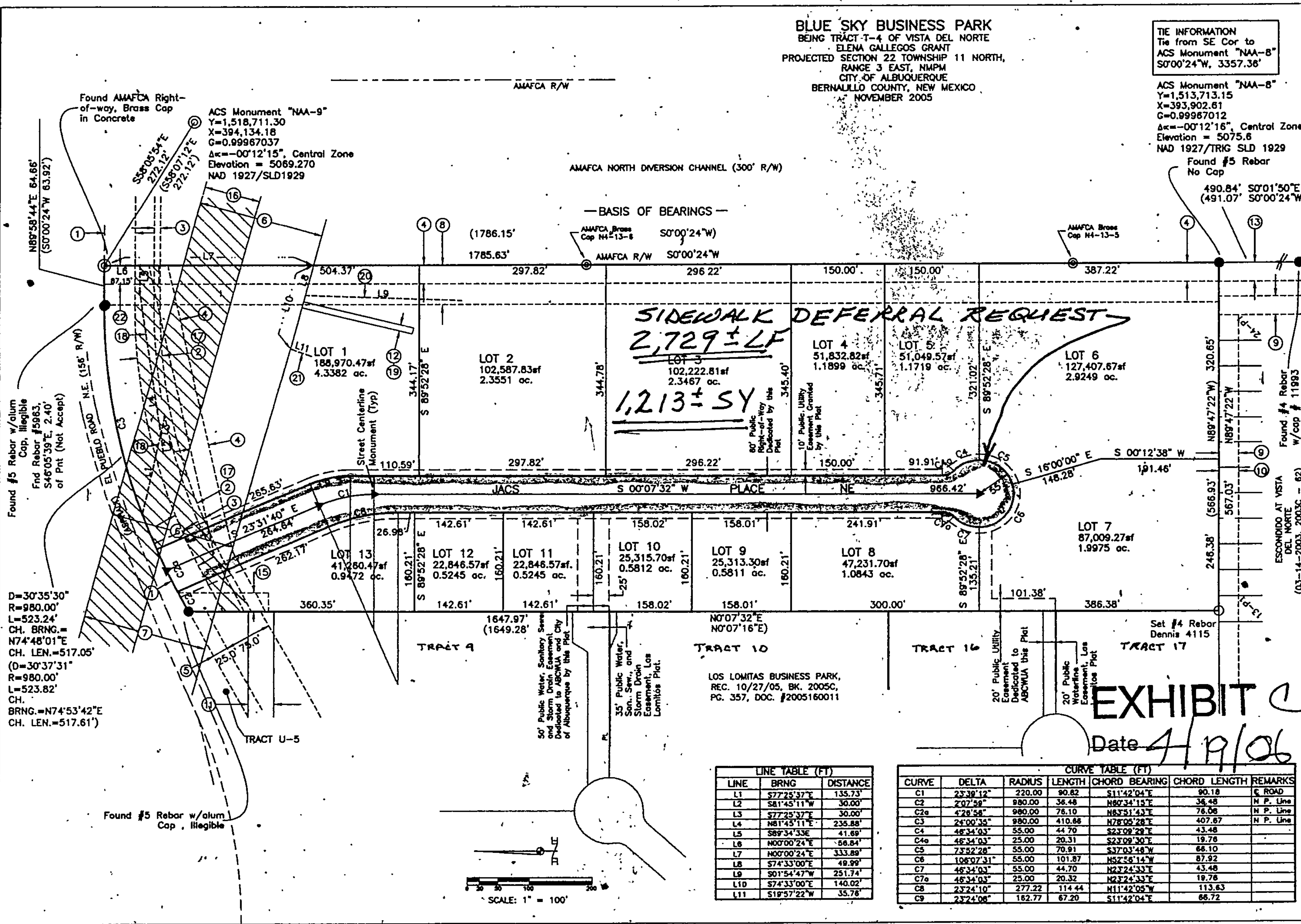
DESIGN	DNW: JAL, SR
CHECKER	RLD
DATE	05/31/06
REV	06/24/06
REV	11/03/05
REV	
FILE	

PROJECT
BLUE SKY BUSINESS PARK

DENNIS ENGINEERING COMPANY
 PO Box 909, (38 Cactus Road)
 Edgewood, New Mexico 87015 (505) 281-2800



(SEAL)



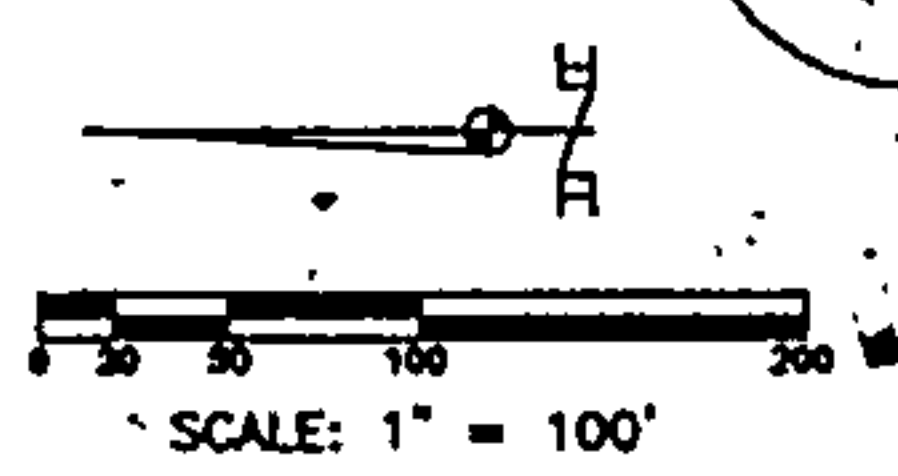
Found AMAFCA Right-of-way, Brass Cap in Concrete
 ACS Monument "NAA-9"
 Y=1,518,711.30
 X=394,134.18
 G=0.99967037
 Δα=-00°12'15", Central Zone
 Elevation = 5069.270
 NAD 1927/SLD1929

Found #5 Rebar w/alum Cap, illegible
 Fnd Rebar #5963,
 S46°05'39"E, 2.40'
 of Pnt (Not Accept)

D=30°35'30"
 R=980.00'
 L=523.24'
 CH. BRNG.=
 N74°48'01"E
 CH. LEN.=517.05'
 (D=30°37'31"
 R=980.00'
 L=523.82'
 CH.
 BRNG.=N74°53'42"E
 CH. LEN.=517.61')

Found #5 Rebar w/alum Cap, illegible

SIDEWALK DEFERRAL REQUEST
 2,729 ± LF
 1,213 ± SY



LINE TABLE (FT)

LINE	BRNG	DISTANCE
L1	S77°25'37"E	135.73
L2	S81°45'11"W	30.00
L3	S77°25'37"E	30.00
L4	N81°45'11"E	235.88
L5	S89°34'33E	41.69
L6	N00°00'24"E	66.84
L7	N00°00'24"E	333.89
L8	S74°33'00"E	49.99
L9	S01°54'47"W	251.74
L10	S74°33'00"E	140.02
L11	S19°57'22"W	35.76

CURVE TABLE (FT)

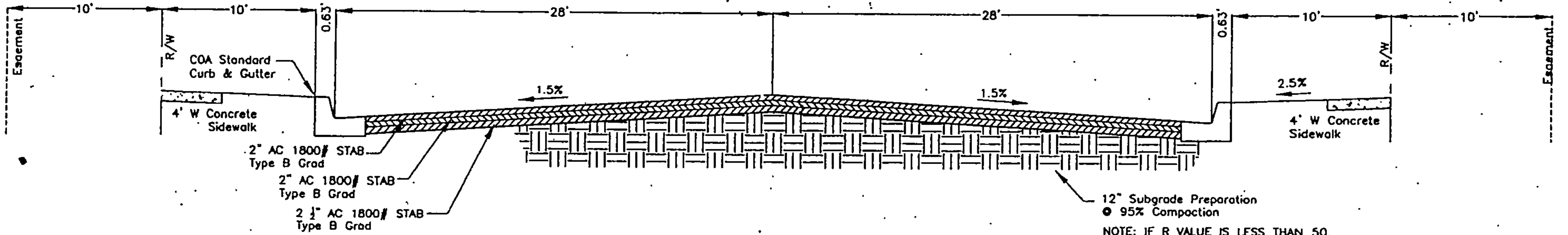
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	REMARKS
C1	23°39'12"	220.00	90.82	S11°42'04"E	90.18	C ROAD
C2	2°07'59"	980.00	36.48	N80°34'15"E	36.48	N P. Line
C2a	4°28'58"	980.00	76.10	N83°51'43"E	76.06	N P. Line
C3	24°00'35"	980.00	410.66	N78°05'28"E	407.67	N P. Line
C4	46°34'03"	55.00	44.70	S23°08'29"E	43.48	
C4a	46°34'03"	25.00	20.31	S23°08'30"E	19.78	
C5	73°52'28"	55.00	70.91	S37°03'48"W	66.10	
C6	106°07'31"	55.00	101.87	N52°56'14"W	87.92	
C7	46°34'03"	55.00	44.70	N23°24'33"E	43.48	
C7a	46°34'03"	25.00	20.32	N23°24'33"E	19.78	
C8	23°24'10"	277.22	114.44	N11°42'05"W	113.63	
C9	23°24'08"	162.77	67.20	S11°42'04"E	66.72	

EXHIBIT C
 Date 4/19/06

*REQUEST FOR SIDEWALK
DEFERRAL SUBMITTED
TO C.O.A. 4-10-06*

0+18.88 MATCH NEW PAVEMENT EDGE EL PUEBLO

STA 0+18.88 TO STA 0+66.80 TRANSITION FROM EDGE
OF EL PUEBLO TO 1.5% CROWN

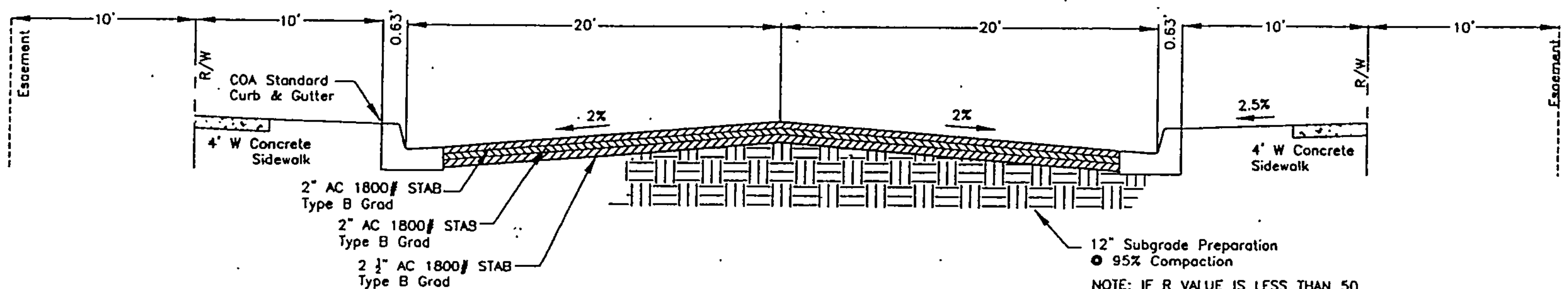


STA 0+68.80 TO STA 2+88.56

12" Subgrade Preparation
● 95% Compaction
NOTE: IF R VALUE IS LESS THAN 50,
THEN REPLACE SUBGRADE WITH
SUITABLE MATERIAL (2' DEPTH)

STA 2+88.56 TO EQUATION STA 3+79.38 BK = STA
4+04.51 AH. TRANSITION FROM 56' F.F, 1.5% CROWN TO
40' F.F, 2% CROWN.

STA 2+88.56 TO STA 4+42.72 AH. RIGHT OF WAY
TRANSITIONS FROM 76' WIDE TO 60' WIDE.



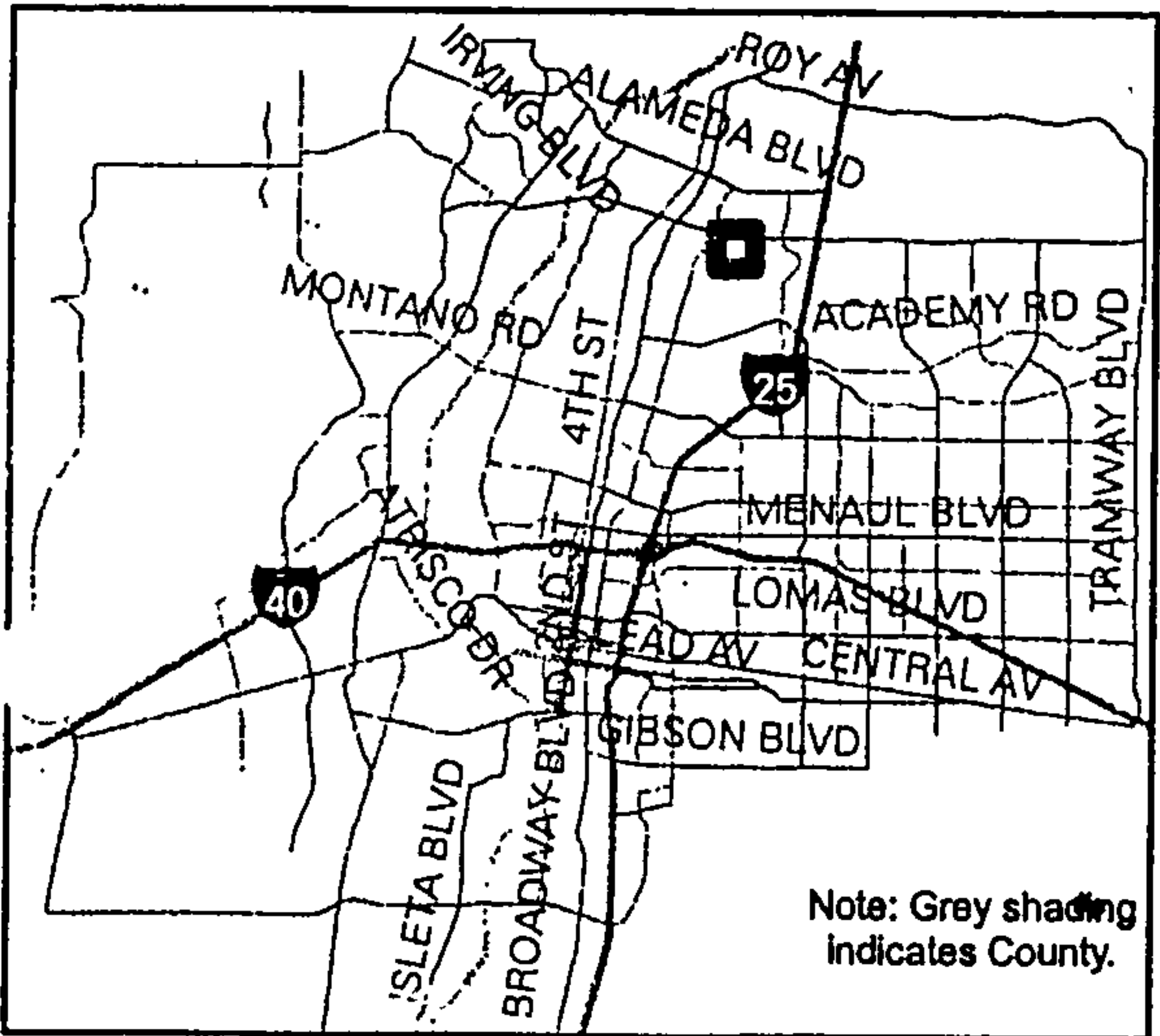
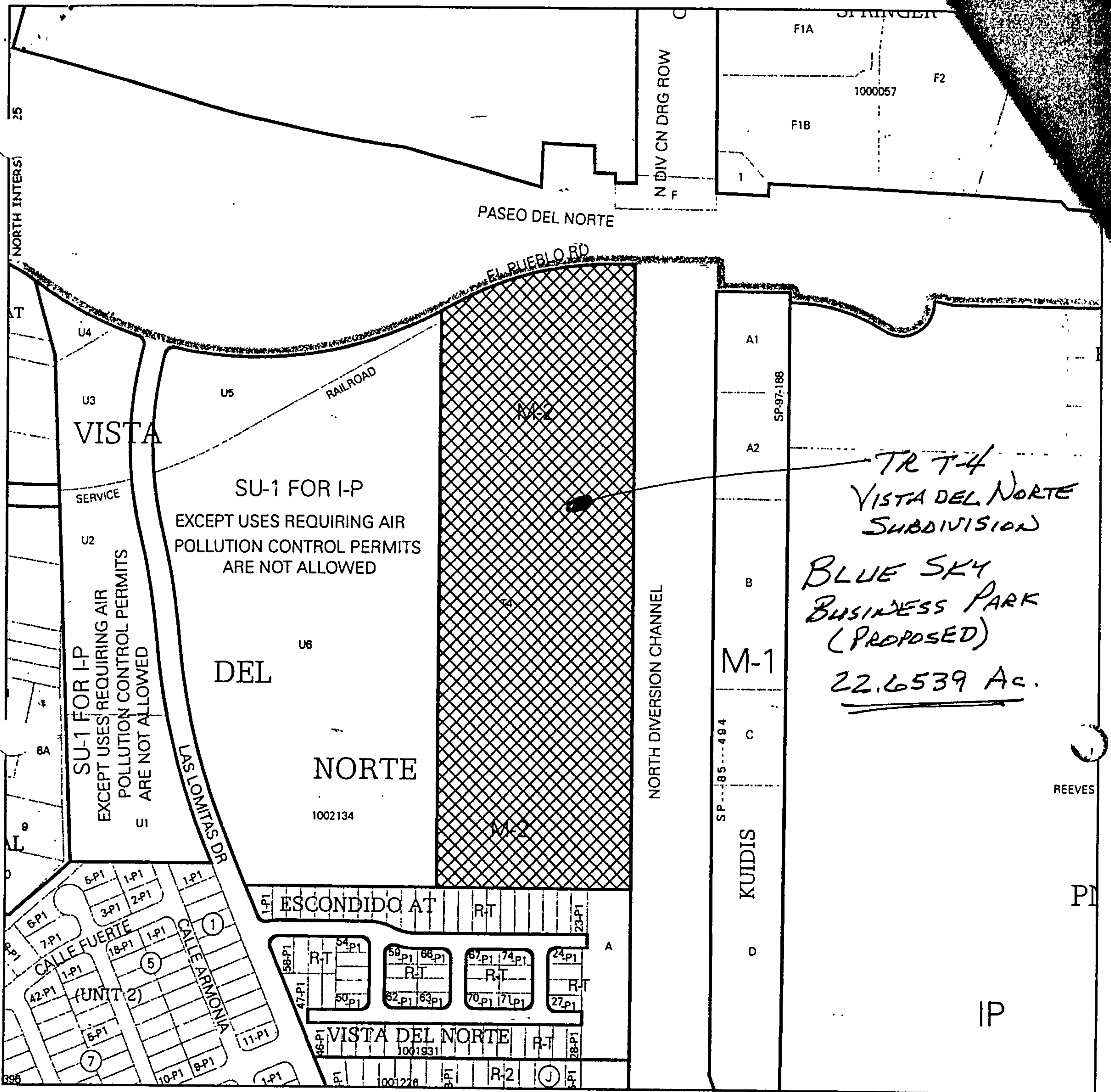
STA 4+04.51 TO STA 13+24.70

12" Subgrade Preparation
● 95% Compaction
NOTE: IF R VALUE IS LESS THAN 50,
THEN REPLACE SUBGRADE WITH
SUITABLE MATERIAL (2' DEPTH)

STA 13+24.70 TO 14+18.94 CUL-DE-SAC SEE
ROADWAY PLAN & PROFILE

NOTE: PAVEMENT DESIGN, SEE VINEYARD & ASSOCIATES, INC.
PAVEMENT DESIGN DATED JULY 13, 2005.

*SEE SHEET
TS-1 OF
CONST. DRAWINGS
DTD. 12-22-05*



ZONING MAP

AGTS

1 inch equals 400 feet

Project Number:
1002478

Hearing Date:
9/21/05

Zone Map Page:
D-16

Additional Case Numbers:
1002478
03DRB-00232



STAUBACH

A World of Real Estate Knowledge

*Las Comitas
Pipeline
Crossing Agreement*

July 14, 2005

Mr. Scott Davis
Mark Goodwin & Associates
P. O. Box 90606
Albuquerque NM 87199

Dear Mr. Davis:

Enclosed please find one (1) fully executed Agreement for your file. **A copy of the executed Agreement must be available upon request at the job site allowing authorization to do the work.** Please contact Roadmaster David Rivera at telephone (505) 445-7252, cell phone (505) 301-4305, five (5) days in advance of entry and **BEFORE YOU DIG, CALL 1-800-533-2891.** If you need additional information please contact me at (817) 230-2631.

Sincerely,

Julie Alexander
Senior Contract Specialist

Enclosure

cc: RoadMaster
David Rivera – 201 South 1st Street, Raton, NM 87740

PIPELINE LICENSE

THIS LICENSE ("License"), made as of the 15th day of July, 2005, ("Effective Date") by and between **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF ALBUQUERQUE**, a New Mexico corporation ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, licenses, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), 1 Pipe Line(s), 18 inches in diameter inside a 30 inch steel casing ("PIPE LINE"), across or along the rail corridor of Licensor at or near the station of Albuquerque (Alameda), County of Bernalillo, State of New Mexico, Line Segment 7300, Mile Post .52 as shown on the attached Drawing No. 1-32764, dated February 11, 2004, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Licensee shall use the Premises solely for construction and maintenance of a PIPE LINE in accordance with the Drawings and Specifications carrying water. Licensee shall not use the PIPE LINE to carry any other commodity or use the Premises for any other purpose.
 - (a) Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the PIPE LINE on Licensor's property. In the event the PIPE LINE is now or in the future used in handling, or transporting "hazardous substances", Licensee agrees to obtain written approval from Licensor and further agrees to comply fully with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "Standards") concerning "hazardous substances". Licensee further agrees periodically to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the PIPE LINE and restore Licensor's property as herein elsewhere provided.

unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in The Wall Street Journal in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in The Wall Street Journal in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

COMPLIANCE WITH LAWS

8. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants or restrictions ("Legal Requirements") relating to the construction, maintenance and use of the PIPE LINE and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety training program at the Internet Website "<http://www.contractororientation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

DEFINITION OF COST AND EXPENSE

9. For the purpose of this License, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF LICENSOR TO USE

10. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
 - (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
 - (c) to use the Premises in any manner, as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE'S OPERATIONS

11. (a) Licensee shall notify Licensor's Roadmaster at 201 South 1st Street, Raton, NM. 87740, telephone (505) 445-7252 or cell phone (505) 301-4305, at least five (5) business days prior to installation of the PIPE LINE and prior to entering the Premises for any subsequent maintenance thereon.
- (b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
12. (a) Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- (b) Licensee shall, at its sole cost and expense, construct and maintain the PIPE LINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. Further, when the PIPE LINE is used for oil, gas, petroleum products, or other flammable or highly volatile substances under pressure, said PIPE LINE shall be constructed, installed and maintained in conformity with the plans and specifications shown on the print attached hereto as Exhibit B and made a part hereof (which, if present, are to be deemed part of the Drawings and Specifications). Licensor may direct one of its field engineers to observe or inspect the construction and/or maintenance of the PIPE LINE at any time for compliance with the Drawings and Specifications. If ordered at any time to halt construction or maintenance of the PIPE LINE by Licensor's personnel due to non-compliance with the same or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the PIPE LINE, it being solely Licensee's responsibility to ensure that the PIPE LINE is constructed in strict accordance with the Drawings and Specifications and

in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise nor the failure by Licensor to exercise any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, upon receipt of an invoice for the same. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

13. During the construction and any subsequent maintenance performed on the PIPE LINE, Licensee shall perform such work in a manner to preclude damage to the property of Licensor, and preclude interference with the operation of its railroad. Upon completion of the construction of the PIPE LINE and after performing any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore Licensor's Premises to their former state as of the Effective Date of this License.
14. If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the PIPE LINE, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the PIPE LINE as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of a new PIPE LINE(s).
15. (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the PIPE LINE, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed PIPE LINE. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.

- (b) For all bores greater than 20-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
16. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- (a) filled in to surrounding ground level with compacted bentonite grout; or
- (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.
17. Upon termination of this License, Licensee shall, at its sole cost and expense:
- (a) remove the PIPELINE and all appurtenances thereto, or, at the sole discretion of the Licensor, fill and cap or otherwise appropriately decommission the PIPELINE with a method satisfactory to Licensor;
- (b) report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- (d) leave the Premises in the condition which existed as of the Effective Date of this License.
18. Licensee's on-site supervisions shall retain/maintain a fully executed copy of this License at all times while on the Premises.

LIABILITY

19. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING THE NEW MEXICO TORT CLAIMS ACT, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS,**

SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- (iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LICENSEE, OR
- (v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 19(a), LICENSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES

OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

20. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

INSURANCE

21. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to Licensor's payments related to the Federal Employers Liability Act or a Licensor Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,000.00.

I elect to participate in Licensor's Blanket Policy;

I elect not to participate in Licensor's Blanket Policy.

E. All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following:

- ◆ Issued on a replacement cost basis
- ◆ Shall provide that in respect of the interest of Licensor the insurance shall not be invalidated by any action or inaction of Licensee or any other person and shall insure the respective interests of Licensor as they appear, regardless of any breach or violation of any warranty, declaration or condition contained in such policies by Licensee or any other person.
- ◆ Include a standard loss payable endorsement naming Licensor as the loss payee as its interest may appear.

Other Requirements:

All policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody or control.

Licensee's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Staubach Global Services, Inc. as an additional insured with respect to work performed under this agreement. **Severability of interest and naming Licensor and Staubach Global Services, Inc. as additional insureds shall be indicated on the certificate of insurance.**

In lieu of the insurance requirements of this license agreement, the City of Albuquerque elects to self-insure its statutory tort claims liability under this agreement for bodily injury or property damage to third parties in connection with accidents arising out of licensee's operations. The limits of coverage meet or exceed the limits of the New Mexico Tort Claims Act. Our self-insurance will respond to the same extent as if an insurance policy had been purchased naming The Burlington Northern and Santa Fe Railway Company as an insured. Licensor accepts the City's self insurance and limits instead of the insurance requirements of the license agreement.

If Licensee elects to include any deductible, self-insured retention or other financial responsibility for claims, Licensee shall itself directly cover, in lieu of insurance, any and all Licensor's liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Licensor, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to

be provided. Licensee WARRANTS that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "The Burlington Northern and Santa Fe Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

22. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing

Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

- (c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws on the Premises which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

ALTERATIONS

- 23. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

NO WARRANTIES

- 24. **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

QUIET ENJOYMENT

- 25. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

DEFAULT

26. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this License by operation of law, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 26 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

LIENS

27. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 27 or any other Section of this License.

TERMINATION

28. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
29. If Licensee fails to surrender to Licensor the Premises, upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

30. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

NOTICES

31. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for

such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Staubach Global Services
5650 N. Riverside Drive, Suite 101
Ft. Worth, Texas 76137
Attn: Licenses/Permits

with a copy to: The Burlington Northern and Santa Fe Railway Co.
2500 Lou Menk Dr. – AOB3
Ft. Worth, Texas 76131
Attn: Director Real Estate

If to Licensee: City of Albuquerque
P. O. Box 1293
Albuquerque, New Mexico 87103

SURVIVAL

32. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the PIPE LINE and improvements are removed and the Premises are restored to its condition as of the Effective Date.

RECORDATION

33. It is understood and agreed that this License shall not be placed on public record. As a matter of law, the City must file this license with the City Clerk's Office. However, the City can agree not to record it with the property records of Bernalillo County.

APPLICABLE LAW

34. All questions concerning the interpretation or application of provisions of this License shall be decided according to the laws of the State of New Mexico.

SEVERABILITY

35. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTEGRATION

36. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

37. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
38. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
39. In conformance with and limited to the applicable effect of the Laws of 1971 (Ch. 107, Sec. 1, Laws of New Mexico sub section 56-7-1 N.M.S.A., 1978), insofar as the indemnity provisions set forth in any of the preceding sections or any rider, amendment or addendum hereto, to indemnify any Indemnitee, or the agents or employees of any Indemnitee, or any legal entity for whose negligence, acts or omissions any of them may be liable, from liability, claims, damages, losses or expenses, including attorney fees, arising out of, in whole or in part, the negligence of any Indemnitee, or of the agents or employees of any Indemnitee, or of any legal entity for whose negligence, acts or omissions any of them may be liable for, such indemnity provisions shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of:
- (a) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by any Indemnitee, or the agents or employees of any Indemnitee; or
 - (b) The giving of or the failure to give directions by any Indemnitee, or the agents or employees of any Indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to rail corridor.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

P.O. Box 961050
Fort Worth, TX. 76161

By: Stephen M. Kuzma
Stephen M. Kuzma
Manager - Land Revenue Management

CITY OF ALBUQUERQUE, PUBLIC WORKS DEPARTMENT

P. O. Box 1293
Albuquerque, New Mexico 87103

By: Rudal D. Daulton

Title: Public Works Director

By: Rudal D. Daulton

Title: Chief Administrative Officer

9/19/04

WJE 9/22/04

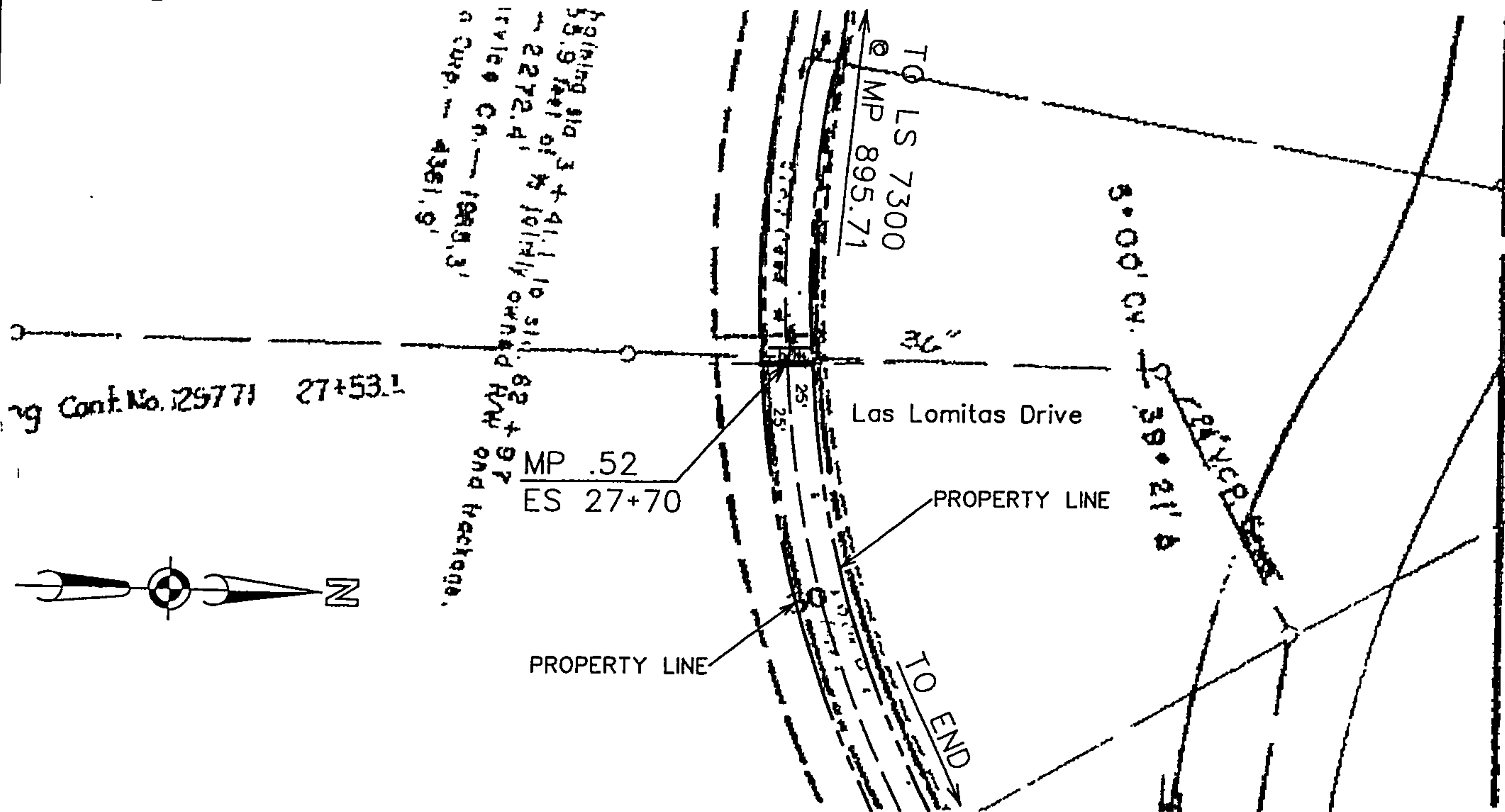
EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
 THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
 AND
 CITY OF ALBUQUERQUE

SCALE: 1 IN. = 200 FT.
 SOUTHWEST DIV.
 GLORIETA SUBDIV. L.S. 7300
 DATE 02/11/2004

SEC 22
 TWN 11N
 RNG 3E
 V- NM-02
 MAP 36-A
 PARCEL

MAP REF. 500044



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	18"	30"	LENGTH ON R/W:	50'	50'
CONTENTS:	STORM WATER		WORKING PRESSURE:	90 PSI	
PIPE MATERIAL:	DIP	STEEL	BURY: BASE/RAIL TO TOP OF CASING	19.4'	
SPECIFICATION / GRADE:	CL56	GRD. B	BURY: NATURAL GROUND	19.4'	
WALL THICKNESS:	0.531"	0.531"	BURY: ROADWAY DITCHES	19.4'	
COATING:	BIT.	BFE	CATHODIC PROTECTION	N/A	

VENTS: NUMBER N/A SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT ALBUQUERQUE (ALAMEDA)
 COUNTY OF BERNALILLO

STATE OF NM

BCC

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

The foregoing instrument was acknowledged before on May 5, 2005, by John Kusianovich, Managing Member of Paseo Partnership, LLC, a New Mexico limited liability company. *Arthur J. Mendelsohn*

[Signature]

Notary Public

My Commission Expires:
4/16/06

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

The foregoing instrument was acknowledged before on May _____, 2005, by _____ of Vista del Norte Homeowners' Association, Inc., a nonprofit homeowners' association.

Notary Public

My Commission Expires:

INFRASTRUCTURE LIST

Claire

Date Submitted: 8/22/05
 Date Site Plan Approved: _____
 Date Preliminary Plat Approved: _____
 Date Preliminary Plat Expires: _____
 DRB Project No.: 1002478
 DRB Application No.: 1002478
05-0134.5
ATTACHMENT #4

ORIGINAL

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

BLUE SKY BUSINESS PARK
 PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN
TRACT T-4 VISTA DEL NORTE
 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.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		40' F-F (VARIES)	PERM. PVMT. w/ STD. C&G w/ STRIPING @ RR	JACS PLACE	EL PUEBLO	CUL-DE-SAC 1,400'±	1	1	1
		24'-56' VARIES	PERM. PVMT w/o C&G GRADE CHANGE	EL PUEBLO	Δ 1+50 3+00	Δ 8+67 8+00	1	1	1
		L=50'	RAILROAD XING BY BNSF RR	JACS PL. @ EL PUEBLO	(RR ROW)		1	1	1
		18"	RCP STORM DRAIN	JACS PL. @ EL PUEBLO	1,250'		1	1	1
		8"	SAHITARY SEWER	JACS PL. & TO WEST PROP. LINE	(1 LOC.) 1,147'±		1	1	1
		8"	WATER LINE	JACS PL.	NORTH END 386'±		1	1	1
		10"	WATER LINE	JACS PL. & TO WEST PROP. LINE	(2 LOC.) 1,058'±		1	1	1
		30" & 36"	RCP STORM DRAIN w/ DROP INLETS (8EA) & CONN.	JACS PL. & TO WEST PROP. LINE	(1 LOC.) 605'±		1	1	1

#77

SIA Sequence	COA DRC Project #

Size	Type of Improvement	Location	From	To
4'	deferred SIDEWALK	BOTH SIDES JALIS PLACE	ORIGINAL	
	RAILROAD CROSSING	SP OF EL AUEBLO	PER BNSF	

Private Inspector	City Inspector	City Cnst Engineer
1	1	1
1	1	1
1	1	1
1	1	1

NOTES

- OFF SITE (WEST OF BLUE SKY BUSINESS PARK & ACROSS LAS LOMITAS BUSINESS PARK) WATER, SANITARY SEWER & STORM DRAIN TO BE INSTALLED BY LAS LOMITAS BUSINESS PARK DEVELOPERS.
- ENGINEER & CERTIFICATION OF GRADING PLAN REQ'D FOR RELEASE OF SIA
-

AGENT / OWNER

JOHN KUSIANOVICH
NAME (print)

PASEO PARTNERSHIP, LLC
FIRM

[Signature]
SIGNATURE - date 7-29-05

number
MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION:

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

[Signature] 9/21/05 DRB CHAIR - date
[Signature] 9/21/05 Christina Sandoval
 PARKS & GENERAL SERVICES - date

[Signature] 9-21-05
 TRANSPORTATION DEVELOPMENT - date
[Signature] 9/21/05
 UTILITY DEVELOPMENT - date

Bradley L. Bingham 9/21/05
 CITY ENGINEER - date

AMAFCA - date
 _____ - date
 _____ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER
A	6-14-06	<i>[Signature]</i>	Brad Bingham / <i>[Signature]</i>	Raymond Lee Dennis

ORIGINAL

INFRASTRUCTURE LIST

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

BLUE SKY BUSINESS PARK
 PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT T-4 VISTA DEL NORTE
 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.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		40' F-F (VARIES)	PERM. PVMT. w/ STD. C&G w/ STRIPING @ RR	JACS PLACE	EL PUEBLO	CUL. DE SAC 1,400'±	1	1	1
		24'-56' VARIES	PERM. PVMT w/o C&G GRADE CHANGE	EL PUEBLO	3+00	8+00 500'±	1	1	1
		L=50'	RAILROAD XING BY BNSF RR RCP SD	JACS PL. @ EL PUEBLO (RR ROW)			1	1	1
		18"	PIPE - L=250'	JACS PL @ EL PUEBLO			1	1	1
		8"	SANITARY SEWER	JACS PL. & TO WEST PROP. LINE (1 LOC.)		1,147'±	1	1	1
		8"	WATER LINE	JACS PL.	NORTH END	386'±	1	1	1
		10"	WATER LINE	JACS PL. & TO WEST PROP. LINE (2 LOC.)		1,058'±	1	1	1
		30" & 36"	RCP STORM DRAIN w/ DROP INLETS (8EA) & CONN.	JACS PL. & TO WEST PROP. LINE (1 LOC.)		605'±	1	1	1
							1	1	1

#77

SIA Sequence	COA DRC Project #
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Size	Type of Improvement	Location	To
4'	SIDEWALK	BOTH SIDES JAC'S PLACE	ORIGINAL
	PAVEMENT	SIDE OF E. AVENUE	PER BDR

Private Inspector	City Inspector	City Enst Engineer
1	1	1
1	1	1
1	1	1

NOTES

1 OFF SITE (WEST OF BLUE SKY BUSINESS PARK & ACROSS LAS LOMITAS BUSINESS PARK) WATER SANITARY SEWER & STORM DRAIN TO BE INSTALLED BY LAS LOMITAS BUSINESS PARK DEVELOPERS.

2 ENCLOSED & CERTIFICATION OF GRADING PLAN READY FOR RELEASE AT SIA

3

AGENT / OWNER

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

John KUSIA DOVICH
NAME (print)

[Signature]
DRB CHAIR - date
Christine Dandora 9/21/05
PARKS & GENERAL SERVICES - date

PASCO PARTNERSHIP LLC
FIRM

[Signature]
TRANSPORTATION DEVELOPMENT - date
9-21-05

AMAFCA - date

SIGNATURE - date
7-29-05

[Signature]
UTILITY DEVELOPMENT - date
9/21/05

- date

member
MAXIMUM TIME ALLOWED TO CONSTRUCT
THE IMPROVEMENTS WITHOUT A DRB
EXTENSION:

[Signature]
CITY ENGINEER - date
9/21/05

- date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRB CHAIR	USER DEPARTMENT	AGENT / OWNER

City of Albuquerque



DEVELOPMENT/ PLAN REVIEW APPLICATION

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE

- Storm Drainage Cost Allocation Plan

Supplemental form

- | | | |
|----------------------------|----------------------------|--|
| <input type="checkbox"/> S | <input type="checkbox"/> Z | <input type="checkbox"/> ZONING & PLANNING |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> County Submittal |
| <input type="checkbox"/> V | <input type="checkbox"/> | <input type="checkbox"/> EPC Submittal |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Zone Map Amendment (Establish or Change Zoning) |
| <input type="checkbox"/> P | <input type="checkbox"/> | <input type="checkbox"/> Sector Plan (Phase I, II, III) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Amendment to Sector, Area, Facility or Comprehensive Plan |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Text Amendment (Zoning Code/Sub Regs) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Street Name Change (Local & Collector) |
| <input type="checkbox"/> L | <input type="checkbox"/> A | <input type="checkbox"/> APPEAL / PROTEST of... |
| <input type="checkbox"/> D | <input type="checkbox"/> | <input type="checkbox"/> 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 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICANT INFORMATION:

JOHN KUSIANOVICH, MEMBER 286 2663

NAME: PASEO PARTNERSHIP, LLC PHONE: 350-1743
 ADDRESS: 5 PINE VIEW PLACE FAX: 323-8680
 CITY: TIJERAS STATE NM ZIP 87059 E-MAIL: KSNVJ@AOL.COM
 Proprietary interest in site: fee simple List all owners: _____
 AGENT (if any): RAYMOND LEE DENNIS CDS, Inc. PHONE: 259-9470
 ADDRESS: 7209 CORTE OASO NE FAX: 343-1697
 CITY: ABQ. STATE NM ZIP 87113 E-MAIL: rlid0325@yahoo.com

DESCRIPTION OF REQUEST: PRELIMINARY PLAT APPROVAL - VACATE EASEMENTS
CREATE EASEMENTS

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

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

Lot or Tract No. TRACT T-4 Block: _____ Unit: _____
 Subdiv. / Addn. VISTA DEL NORTE TBK BLUE SKY BUSINESS PARK
 Current Zoning: M-2 Proposed zoning: SAME
 Zone Atlas page(s): D-16Z No. of existing lots: 1 No. of proposed lots: 13
 Total area of site (acres): 22.6539 Density if applicable: dwellings per gross acre: _____ dwellings per net acre: _____
 Within city limits? Yes. No , but site is within 5 miles of the city limits.) Within 1000FT of a landfill? No
 UPC No. 101606347345810204 MRGCD Map No. _____
 LOCATION OF PROPERTY BY STREETS: On or Near: EL PUEBLO ST. NE
 Between: JEFFERSON and EDITH

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB, AX, Z, V, S, etc.): 03DRB00232 (SK)
SC-84-57
~~DRB 1001150, DRB 1001817, DRB 1001931, DRB 1002134, DRB 94-228 (ATTACHED)~~ PSEE #3

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: 2-26-03

SIGNATURE [Signature] DATE _____
 (Print) JOHN KUSIANOVICH, MEMBER Applicant Agent

FOR OFFICIAL USE ONLY

Form revised 4/04

<input type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>05DRB</u> <u>01343</u>	<u>PP</u>	<u>5(2)</u>	\$ <u>760.00</u>
<input checked="" type="checkbox"/> All fees have been collected	_____	<u>ADV</u>	_____	\$ <u>75.00</u>
<input checked="" type="checkbox"/> All case #s are assigned	_____	<u>CME</u>	_____	\$ <u>20.00</u>
<input checked="" type="checkbox"/> AGIS copy has been sent	<u>05PRB</u> <u>01344</u>	<u>VPE</u>	<u>V</u>	\$ <u>45.00</u>
<input checked="" type="checkbox"/> Case history #s are listed	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> Site is within 1000ft of a landfill	_____	_____	_____	\$ _____
<input checked="" type="checkbox"/> F.H.D.P. density bonus	Hearing date <u>09/21/05</u>	_____	_____	Total
<input checked="" type="checkbox"/> F.H.D.P. fee rebate	_____	_____	_____	\$ <u>900.00</u>

Sandy Sandley 08/22/05
 Planner signature / date

Project # 1002478

855.00

STEVE:

FORM V: SUBDIVISION VARIANCES & VACATIONS

FAX: 201-3640

BULK LAND VARIANCE

(PUBLIC HEARING CASE)

- Application for subdivision (Plat) on FORM S-3, including those submittal requirements. 24 copies of the plat are required. The Variance and subdivision should be applied for simultaneously.
- Letter briefly describing and explaining: the request, compliance with criteria in the Development Process Manual, and any improvements to be waived.
- Notice on the proposed Plat that there are conditions to subsequent subdivision (refer to DPM)
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
- Sign Posting Agreement
- Fee (see schedule) Fee is for Variance. Plat fee is listed on FORM-S.
- Any original and/or related file numbers are listed on the cover application

DRB Public hearings are approximately ONE MONTH after the filing deadline. Your attendance is required.

VACATION OF PUBLIC RIGHT-OF-WAY

VACATION OF PUBLIC EASEMENT

- The complete document which created the public easement (folded to fit into an 8.5" by 14" pocket) 24 copies. (Not required for dedicated and City owned public right-of-way.)
- Drawing showing the easement or right-of-way to be vacated, its relation to existing streets, etc. (not to exceed 8.5" by 14") 24 copies
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the request. SEE LTR. OF TRANS
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
- Sign Posting Agreement
- Fee (see schedule)
- Any original and/or related file numbers are listed on the cover application

Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire.

DRB Public hearings are approximately ONE MONTH after the filing deadline. Your attendance is required.

SUBDIVISION DESIGN VARIANCE (VARIANCE FROM MINIMUM STANDARDS OF THE DEVELOPMENT PROCESS MANUAL)

SIDEWALK DESIGN VARIANCE

SIDEWALK WAIVER

- Scale drawing showing the proposed variance or waiver (not to exceed 8.5" by 14") 6 copies for unadvertised meetings. These actions are not approved through internal routing.
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the variance or waiver
- Any original and/or related file numbers are listed on the cover application

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

EXTENSION OF THE SIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

- Drawing showing the sidewalks subject to the proposed deferral or extension (not to exceed 8.5" by 14") 6 copies for unadvertised meetings. These actions are not approved through internal routing.
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the deferral or extension
- Any original and/or related file numbers are listed on the cover application

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

VACATION OF PRIVATE EASEMENT

- The complete document which created the private easement (not to exceed 8.5" by 14") 6 copies for unadvertised meetings. These actions are not approved through internal routing.
- Scale drawing showing the easement to be vacated, its relation to existing streets, etc. (folded to fit into an 8.5" by 14" pocket) 6 copies
- Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
- Letter briefly describing, explaining, and justifying the vacation
- Letter of authorization from the grantors and the beneficiaries
- Fee (see schedule)
- Any original and/or related file numbers are listed on the cover application

Unless the vacation is shown on a DRB approved plat recorded by the County Clerk within one year, it will expire.

DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. Your attendance is required.

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

PASEO PARTNERSHIP, LLC

JEAN KUSIAKOVICH, MEMBER

Applicant name (print)

Applicant signature / date

8-22-05



Form revised 4/03, 10/03 and JUNE 2005

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

Application case numbers

05DRB-01344

Sandy Jandley 08/22/05

Planner signature / date

Project # 1002478

FORM S(2): SUBDIVISION - D.R.B. PUBLIC HEARING

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

MAJOR SUBDIVISION PRELIMINARY PLAT APPROVAL

- Proposed Preliminary Plat including the Grading Plan (folded to fit into an 8.5" by 14" pocket) 24 copies
Proposed Infrastructure List
Design elevations & cross sections of perimeter walls 3 copies
Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied) #6
Letter briefly describing, explaining, and justifying the request #1
Property owner's and City Surveyor's signature on the proposed plat DRAWINGS
FORM DRWS Drainage Report, Water & Sewer availability statement filing information #7
Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts #8
Sign Posting Agreement #9
Signed Pre-Annexation Agreement if Annexation required.
TIS/AQIA Traffic Impact Study / Air Quality Impact Assessment form #10
Fee (see schedule) \$940.00
Any original and/or related file numbers are listed on the cover application ORIGINAL, SOUTH, WEST #3
Preliminary plat approval expires after one year.
DRB Public hearings are approximately ONE MONTH after the filing deadline. Your attendance is required.

- MAJOR SUBDIVISION AMENDMENT TO PRELIMINARY PLAT (with significant changes)
MAJOR SUBDIVISION AMENDMENT TO INFRASTRUCTURE LIST (with significant changes)
MAJOR SUBDIVISION AMENDMENT TO GRADING PLAN (with significant changes)

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, and/or Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 24 copies
Original Preliminary Plat, and/or Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket)
Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
Letter briefly describing, explaining, and justifying the request
Property owner's and City Surveyor's signature on the proposed amended plat, if the preliminary plat is being amended
Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
Sign Posting Agreement
Any original and/or related file numbers are listed on the cover application
Amended preliminary plat approval expires after one year.
DRB Public hearings are approximately ONE MONTH after the filing deadline. Your attendance is required.

MAJOR SUBDIVISION EXTENSION OF SUBDIVISION IMPROVEMENTS AGREEMENT (Temporary sidewalk deferral uses FORM-V)

- 1 copy of each of the following items
Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
Letter briefly describing, explaining, and justifying the request
Plat or plan reduced to 8.5" x 11"
Official D.R.B. Notice of the original approval
Approved Infrastructure List. If not applicable, please initial.
Previous SIA extension notice, if one has been issued. If not applicable, please initial.
Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
Sign Posting Agreement
Any original and/or related file numbers are listed on the cover application
Fee (see schedule)

DRB Public hearings are approximately ONE MONTH after the filing deadline. Your attendance is required.

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

PASEO PARTNERSHIP, LLC
JOHN KUSLANOVICH, MEMBER
Applicant name (print)
Applicant signature / date 7-29-05



Form revised 11/04

- Checklists complete
Fees collected OSDRB - 01343
Case #s assigned
Related #s listed

Sandy Handley 08/22/05
Planner signature / date
Project # 1002478

CITY OF ALBUQUERQUE

ATTACHMENT # 10

TRAFFIC IMPACT STUDY (TIS) / AIR QUALITY IMPACT ASSESSMENT (AQIA) FORM

APPLICANT: PASEO PARTNERSHIP DATE OF REQUEST: 1/1 ZONE ATLAS PAGE(S): D16-Z

CURRENT:

ZONING M-2

PARCEL SIZE (AC/SQ. FT.) 22.6 Ac.

LEGAL DESCRIPTION:

LOT OR TRACT # T-4 BLOCK #

SUBDIVISION NAME VISTA DEL NORTE

REQUESTED CITY ACTION(S):

DRB # 1002478

- ANNEXATION [] SECTOR PLAN [] SITE DEVELOPMENT PLAN:
COMP. PLAN [] ZONE CHANGE [] A) SUBDIVISION [x] BUILDING PERMIT []
AMENDMENT [] CONDITIONAL USE [] B) BUILD'G PURPOSES [] ACCESS PERMIT []
C) AMENDMENT [] OTHER []

PROPOSED DEVELOPMENT:

GENERAL DESCRIPTION OF ACTION: 1

- NO CONSTRUCTION/DEVELOPMENT [] # OF UNITS:
NEW CONSTRUCTION [x] BUILDING SIZE: (sq. ft.)
EXPANSION OF EXISTING DEVELOPMENT []

NOTES: 1. Changes made to development proposals / assumptions, from the information provided above, may change the TIS or AQIA analysis requirements.

APPLICANT OR REPRESENTATIVE Raymond Lee Dennis, PE DATE 7-28-05
(TO BE SIGNED UPON COMPLETION OF PROCESSING BY TRAFFIC ENGINEER AND ENVIRONMENTAL HEALTH)

Planning Department, Development & Building Services Division, Transportation Development Section -
2ND Floor West, 600 2nd St. NW, Plaza del Sol Building, City, 87102, phone 924-3994

TRAFFIC IMPACT STUDY (TIS) REQUIRED: YES [x] NO [] BORDERLINE []

THRESHOLDS MET? YES [x] NO [] MITIGATING REASONS FOR NOT REQUIRING TIS: PREVIOUSLY STUDIED: []
Notes:

If a TIS is required: a scoping meeting (as outlined in the development process manual) must be held to define the level of analysis needed and the parameters of the study. Any subsequent changes to the development proposal identified above may require an update or new TIS.

TRAFFIC ENGINEER DATE 8-29-05

Air Quality Impact Analysis (AQIA) May Be Required:

Section 14-16-3-14 of the COA Comprehensive Zoning Code contains threshold requirements for air quality studies. Criteria and thresholds contained in the Zoning Code specify which land use or plan actions will require preparation of an AQIA. Please refer to this section in order to determine if your proposal merits study for air quality impacts. An AQIA is not required, if a TIS is not required by the City or an associated TIS shows all signalized intersections functioning at Level of Service (LOS) C or better. An AQIA will only be required for a Sector Development Plan or Sector Development Plan Amendment if it meets AQIA thresholds in the Zoning Code.

AIR QUALITY IMPACT ANALYSIS (AQIA) REQUIRED: YES [] NO [x]

Contact an Air Quality Planner at 768-2660 to insure that input is received from the Air Quality Division during the scoping of the companion TIS. Any subsequent changes to the development proposal identified above may require an update or new AQIA.

APPLICANT DATE 7-28-05

Required TIS and/or AQIA must be completed prior to applying to the EPC. Arrangements must be made prior to submittal if a variance to this procedure is requested and noted on this form, otherwise the application may not be accepted or deferred if the arrangements are not complied with.

TIS -SUBMITTED 1/1/05 -FINALIZED 12/3/05 TRAFFIC ENGINEER Tony Lopez DATE 8-29-05

CDS, Inc.

7209 CORTE OCASO NE
ALBUQUERQUE, NM 87113

Tel. 505-292-2033; Fax. 505-343-1697; Cell 505-259-9470
Email: rld0325@yahoo.com

August 22, 2005

City of Albuquerque
Development Review Board

Attachment #1

Re: DRB Case #1002478
Blue Sky Business Park
Preliminary Plat Approval

To Whom It May Concern:

Submitted herewith on behalf of the Paseo Partnership, LLC, please find 24 sets of documents supporting their application for Preliminary Plat approval for the proposed Blue Sky Business Park. Mr. John Kusianovich, Managing Member, 5 Pine View Place, Tijeras, NM 87059 may be reached on his cell phone @ 350-1743.

Said development is presently identified as Tract T-4 of the Vista del Norte Subdivision and is located immediately west of, and adjacent to, the North Diversion Channel and immediately south of, and adjacent to, El Pueblo Road (frontage road to Paseo del Norte). We are NOT requesting a change to the present M-2 zoning.

The proposed business park consists of 22.6539 acres that will be divided into 13 individual lots ranging in size from 0.5245 acre to 4.3973 acres.

Three (3) new easements for existing or proposed PNM facilities are created (#18, #20, & #21) and two (2) existing PNM easements that are no longer needed will be vacated (#17 and #19) by the dedication plat submitted herewith.

Access to the development (Jacs Place designation has been approved by Mr. Glen Hakin, City Surveyor) crosses the Burlington Northern Santa Fe Railroad (BNSF) spur that runs generally parallel to El Pueblo Road in this area. The details of the proposed railroad crossing have been reviewed and approved by BNSF representative, Mr. Harry Lara, Field Engineer, @ 767-6847 in Albuquerque (cell @ 321-9357). Correspondence dated July 27, 2005 from BNSF indicating BNSF intends to construct the crossing is submitted herewith as **Attachment #11**. Also included as part of **Attachment #11** is a PNM Easement Encroachment Agreement authorizing the construction of the railroad crossing within PNM's existing power line easement.

A listing of required on-site infrastructure is submitted herewith as **Attachment #4**. It should be noted that water, sanitary sewer, and storm drain facilities to serve the Blue Sky Business Park must be installed across the recently approved Las Lomas Business Park (City Project Number 666583) by the developer of that tract.

Please note that the final grading plan, as submitted herewith, has been revised from that indicated on the drawings previously submitted for grading and drainage review. The layout of the proposed lots has not changed nor has the drainage and runoff calculations, however, the finished elevation of most of Jacs Place has been lowered considerably. This change was made to eliminate most of the retaining wall along the west boundary that was necessary under the previous grading plan. A small amount of new retaining wall must still be constructed on the property line west of the lowest portions of Jacs Place

The Landscaping Agreement (**Attachment #5**) executed on May 5, 2005 by Vista del Norte, LLC (seller), Paseo Partnership, LLC (purchaser), and Vista del Norte Homeowner's Association, Inc. stipulates that the Paseo Partnership agrees to construct and maintain a decorative masonry wall of a minimum of six (6') feet in height and landscaping at the south and west perimeter of the Blue Sky Business Park (property) to a standard acceptable to the Seller, and which shall be enforceable by the Association, and shall be installed at the time of development of the adjacent portions of the property. In view of the grading changes indicated on the current drawings the existing block wall along much of the south boundary will eliminate the need for a new wall in this area. A new decorative masonry wall will have to be constructed along the west boundary as indicated in the agreement.

Upon discussing the location with Ms. Sheran Matson this morning, I was advised that none of the Tract T-4 boundaries were considered to be facing a public street right-of-way and that the City of Albuquerque would NOT require detailed drawings for a proposed decorative wall be submitted as part of the application packet for Preliminary Plat approval .

A Traffic Impact Study (TIS) / Air Quality Impact Assessment (AWIA) Form is submitted herewith as **Attachment #10**. A Traffic Impact Study prepared by Terry Brown, PE was submitted to Mr. Tony Loyd of the City's Transportation Development Section on July 21, 2003. Mr. Loyd's requirements have been incorporated into the El Pueblo Road / Jacs Place intersection design. The layout and striping of the new intersection has also been reviewed with Mr. Wilfred Gallegos, PE, Traffic Engineer with the City Planning Department's Development & Building Services Division and his comments have been incorporated in the final design.

I reviewed the proposed Blue Sky Business Park plans with Mr. Neal T. Butt, Air Quality Planner with the City Environmental Health Department's Air Quality Division who advises the development does NOT require an Air Quality Impact Analysis.

A subsurface investigation and pavement section design for the road within the proposed Blue Sky Business Park was prepared by Martin D. Vinyard, PE of Vinyard & Associates, Inc. A copy of this report is submitted herewith as **Attachment #12**. A previous report entitled "Geotechnical Investigation-Office/Warehouse-Adjacent to Vista del Norte was also prepared by Vinyard & Associates, Inc. on April 11, 2003 for Brunacini Development and is submitted herewith as part of the more recent report.

Receipt of Form DRWS (Drainage Report / Water and Sanitary Sewer Availability) with supporting documents was acknowledged by Mr. Brad Bingham on July 19, 2005 and by Mr. Roger Green on July 20, 2005. Payment in the amount of \$180.00 (\$50.00 base fee plus 13 lots @ \$10.00 per lot) was made on July 19, 2005. A copy of this form with related documents is submitted herewith as **Attachment #7**.

Drawings related to site grading and drainage were submitted to Ms. Lynn Mazur of the Albuquerque Metropolitan Area Flood Control Authority (AMAFCA) on July 18, 2005, however, her comments have not been received as of this writing. Copies of my transmittal letter to Ms. Mazur and her response are submitted herewith as part of **Attachment #7**.

The proposed development has been coordinated with Stephani I. Winklepleck, Neighborhood Program Coordinator with the City Planning Department's Office of Neighborhood Coordination and copies of the required information sheet, letter of instruction with attachment A, notification letters, and certified mail receipts are submitted herewith as **Attachment #8**.

An executed Sign Posting Agreement form is submitted herewith as **Attachment #9**.

The dedication plat included in this submittal reflects the vacation of TWO easements previously granted to PNM as follows (refer to Sheet 1 of 2 Sheets of the Dedication Plat):

1. Easement Number 2 (vacated by #17): Existing 40' PNM roadway easement recorded 05-28-1957 at Book D387, Page 401-403.
2. Easement Number 12 (vacated by #19): Existing 10' PNM anchor easement recorded on January 17, 1965 at Book D794, Page 852.

The vacation of both of these easements has been reviewed with PNM officials who advise this action will be accomplished by their signature on the Dedication Plat. Neither of these easements is presently used by PNM. It might be noted that the original easement for the 40' roadway contains a clause that eliminates the easement if it is not used by PNM for a period of TWO years.

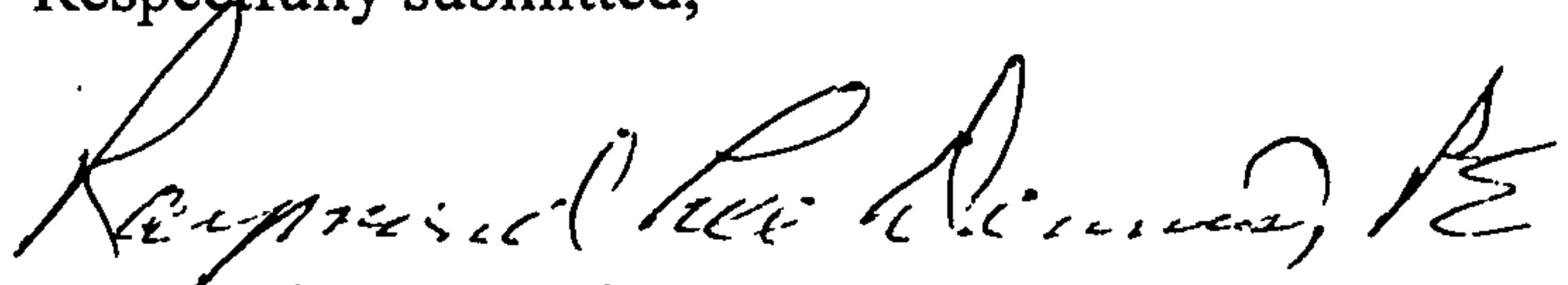
Easement Number 21, created by this Dedication Plat correctly identifies the actual location of an existing PNM anchor.

Twenty four (24) copies of the original easements AND twenty four (24) copies of an 8-1/2" X 11" plat with the two easements to be vacated hi-lited are submitted herewith as **Attachment #13**.

A Paseo Partnership, LLC check in the amount of \$940.00 (Advertisement for Public Notification @ \$75.00, plus Major Subdivision Plat @ \$555, plus 13 lots @ \$15.00 per lot <\$195.00>, plus \$95.00 for one intersection @ El Pueblo Street, plus \$20.00 for the Conflict Management Program) is submitted herewith.

In view of the fact that this development procedure is a first for this firm I have had many questions and concerns to discuss with City staff as the proposed project progressed. I sincerely thank each one of the City staff who assisted me for their patience, cooperation, and helpfulness. Without your assistance and direction this application submittal would not be nearly as complete as it is. Thanks again.

Respectfully submitted,

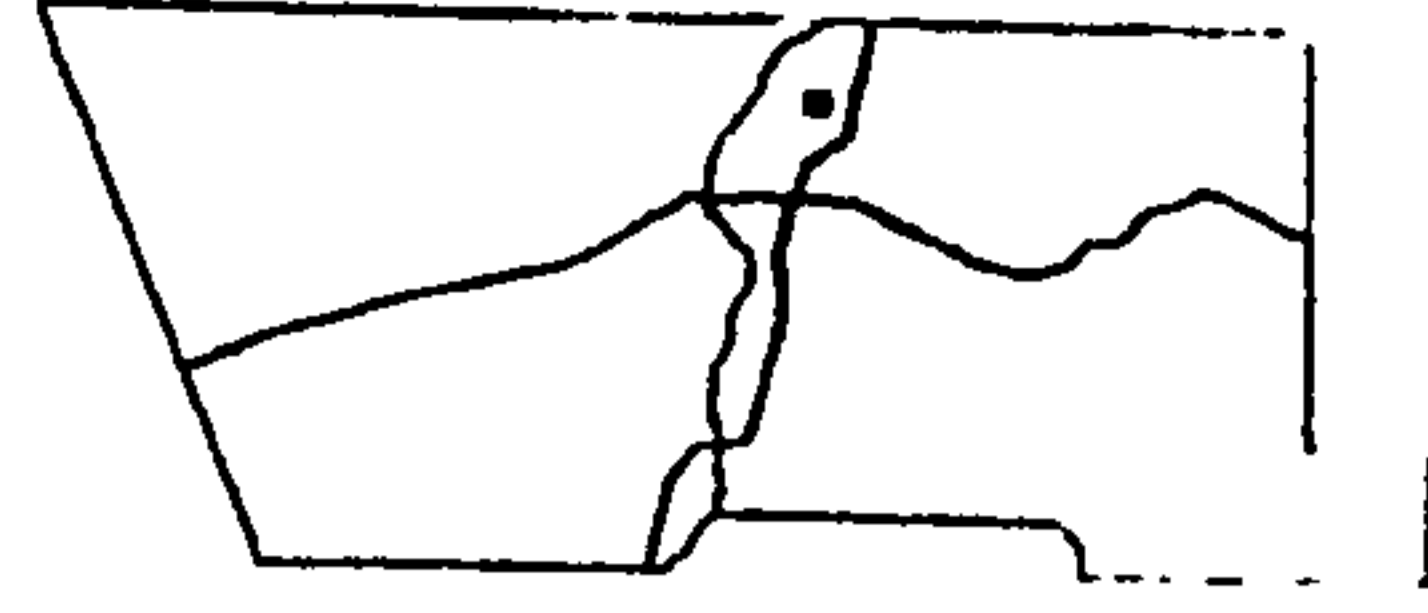
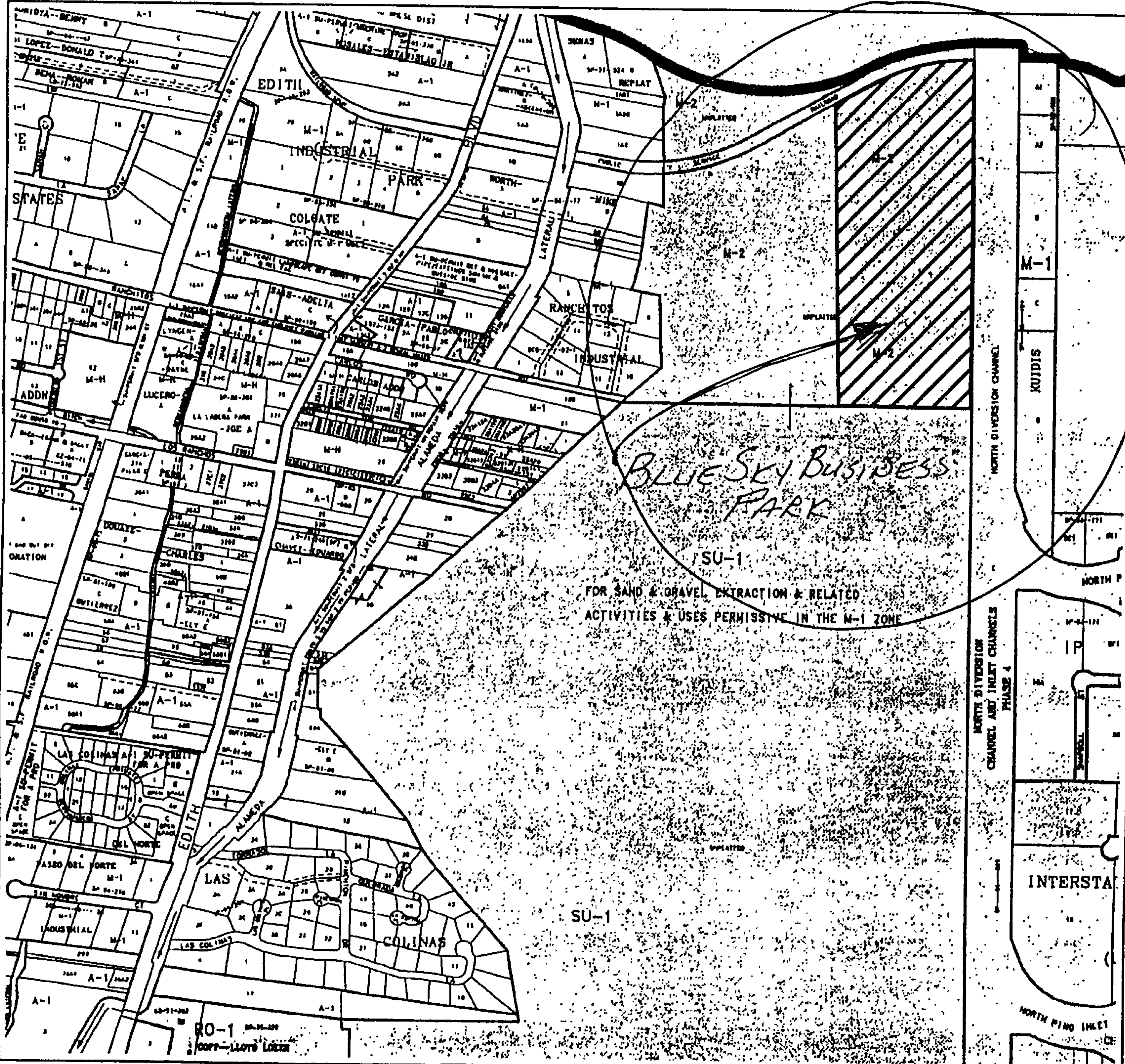


Raymond Lee Dennis, PE

Cc: John Kusianovich, Member, Paseo Partnership, LLC, 5 Pine View Place, Tijeras, NM 87059
File

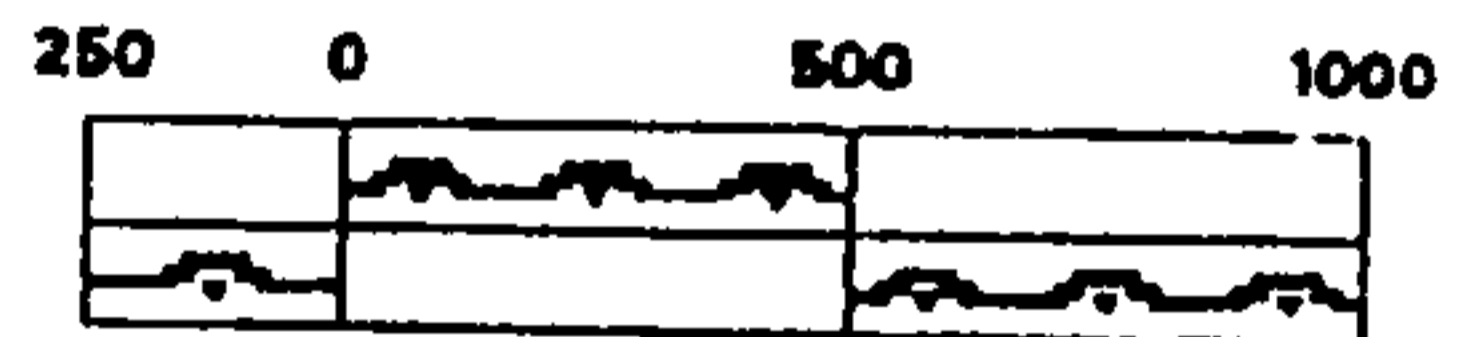
Attachments:

1. This letter of transmittal is identified as Attachment #1 to the Application Form
2. Check List for Major Subdivision Preliminary Plat Approval
3. Portion of Zone Map D-16 indicating adjacent & previous DRB Case Numbers
4. Infrastructure List
5. Landscaping Agreement
6. Zone Map D-16-Z
7. Form DRWS with related documents
8. Office of Community & Neighborhood Coordination documents
9. Sign Posting Agreement
10. Traffic Impact Study and Air Quality Impact Assessment Form
11. BNSF correspondence
12. Soils Investigation Reports by Vinyard & Assoc.
13. Two easements to be vacated by the Dedication Plat



LEGAL DESCRIPTION
 T11N
 R3E
 SEC 22

UNIFORM PROPERTY CODE
 1 016-063



SCALE IN FEET

Map amended through March 1999



INFORMATION TECHNOLOGY
 GIS SECTION

This information is for reference only.
 Bernalillo County assumes no liability for errors
 associated with the use of these data. Users are
 solely responsible for confirming data accuracy
 when necessary. Source data are from
 Bernalillo County and the City of Albuquerque.

D-16-Z

ATTACHMENT #6

Information from the Office of Neighborhood Coordination (ONC)

The following information should always be in each application packet that you submit for an EPC or DRB application. Listed below is a "Checklist" of the items needed.

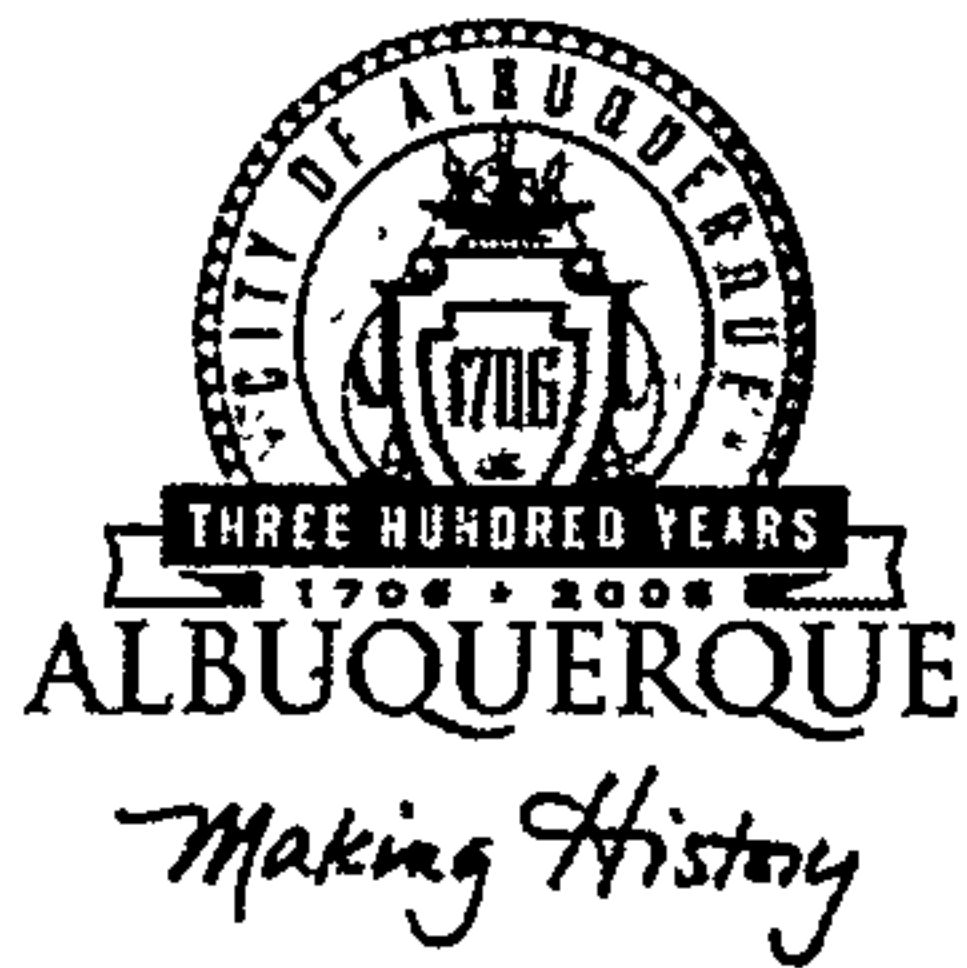
- ONC's "Official" Letter to the applicant and "Attachment A" (*if there are associations*). A copy must be submitted with application packet **-OR-**
- The ONC "Official" Letter (*if there are no associations*). A copy must be submitted with application packet.
- Copies of Letters to Neighborhood Associations (*if there are associations*). A copy must be submitted with application packet.
- Copies of the certified receipts to Neighborhood Associations (*if there are associations*). A copy must be submitted with application packet.

Just a reminder - Our ONC "Official" Letter is only valid for a one (1) month period and if you haven't submitted your application by this date, you will need to get an updated letter from our office.

Any questions, please feel free to contact Stephani at 924-3902 or via an e-mail message at swinklepleck@cabq.gov.

Thank you for your cooperation on this matter.

Stephani Winklepleck
Neighborhood Program Coordinator
COA/Planning/ONC



City of Albuquerque

September 7, 2005

Raymond Lee Dennis
Paseo Partnership, LLC
7209 Corte Ocaso NE/87113
Phone: 259-9470 /Fax: 343-1697

PLEASE NOTE: The Neighborhood Association information listed in this letter is valid for one (1) month. If you haven't filed your application within one (1) month of the date of this letter – you will need to get an updated letter from our office. It is your responsibility to provide current information – outdated information may result in a deferral of your case.

ATTACH # 8
DRB CASE # 1002478
BLUE SKY BUS PARK

Dear Raymond:

Thank you for your inquiry of **September 7, 2005** requesting the names of Recognized Neighborhood Associations who would be affected under the provisions of O-92 by your proposed project at **TRACT T-4, VISTA DEL NORTE LOCATED ON EL PUEBLO NE BETWEEN JEFFERSON NE AND EDITH NE** zone map **D-16**.

Our records indicate that the Recognized Neighborhood Association (s) affected by this proposal and the contact names are as follows:

ALAMEDA NORTH VALLEY ASSN. (ANV) "R"
*Steve Wentworth e-mail: swent999@aol.com
8919 Boe Ln. NE/87113-2328 897-3052 (h)
Leroy Gurule e-mail: lgurule3@comcast.net
713 Alameda Blvd. NW, Alameda/87114 890-1845 (h)

Council District: 2&County
County District: 1
Police Beat: 243,244/VA
Zone Map #: A-E-14-17

VISTA DEL NORTE ALLIANCE (VDN) "R"
*Eddie Kurtz e-mail: eddieandtracie@yahoo.com
7101 Casa Elena Dr. NE/87113 292-9436 (h) 797-1487 ext. 3009 (w)
Rod Crawley e-mail: amerrod@yahoo.com
7331 Sidewinder Dr. NE/87113 299-0145 (h) 837-2290 ext. 230 (w)

Council District: 2&County
County District: 1
Police Beat: 243,244/VA
Zone Map #: D-E-16

See reverse side for additional Neighborhood Association Information: YES { } NO {X}

Please note that according to O-92 you are required to notify each of these contact persons by **certified mail, return receipt requested, before the Planning Department will accept your application filing. IMPORTANT! Failure of adequate notification may result in your Application Hearing being deferred for 30 days.** If you have any questions about the information provided, please contact our office at (505) 924-3914 or by fax at 924-3913.

Sincerely,

Dalaina L. Armora
OFFICE OF NEIGHBORHOOD COORDINATION
Planning Department

LETTERS MUST BE SENT TO BOTH CONTACTS OF EACH NEIGHBORHOOD ASSOCIATION.

NOTICE TO APPLICANTS

SUGGESTED INFORMATION FOR NEIGHBORHOOD NOTIFICATION LETTERS

Applicants for Zone Change, Site Plan, Sector Development Plan approval or an amendment to a Sector Development Plan by the EPC, DRB, etc. are required under Council Bill O-92 to notify all affected recognized neighborhood associations **PRIOR TO FILING THE APPLICATION TO THE PLANNING DEPARTMENT**. Because the purpose of the notification is to ensure communication as a means of identifying and resolving problems early, it is essential that the notification be fully informative.

WE RECOMMEND THAT THE NOTIFICATION LETTER INCLUDE THE FOLLOWING INFORMATION:

1. The street address of the subject property.
2. The legal description of the property, including lot or tract number (if any), block number (if any), and name of the subdivision.
3. A physical description of the location, referenced to streets and existing land uses.
4. A complete description of the actions requested of the EPC:
 - a) If a **ZONE CHANGE OR ANNEXATION**, the name of the existing zone category and primary uses and the name of the proposed category and primary uses (i.e., "from the R-T Townhouse zone, to the C-2 Community Commercial zone").
 - b) If a **SITE DEVELOPMENT OR MASTER DEVELOPMENT PLAN** approval or amendment describe the physical nature of the proposal (i.e., "an amendment to the approved plan to allow a drive-through restaurant to be located just east of the main shopping center entrance off Montgomery Blvd.").
 - c) If a **SECTOR DEVELOPMENT PLAN OR PLAN AMENDMENT** a general description of the plan area plan concept, the mix of zoning and land use categories proposed and description of major features such as location of significant shopping centers, employment centers, parks and other public facilities.
5. The name, address and telephone number of the applicant and of the agent (if any). In particular the name of an individual contact person will be helpful so that neighborhood associations may contact someone with questions or comments.

(Below this line for ONC use only)

Date of Inquiry: 9/7/05 Time Entered: 1:20pm ONC Rep. Initials: DC

~~July 28, 2005~~

Sept. 7, 2005

Steve Wentworth
Alameda North Valley Assn.
8919 Boe Ln. NE
Albuquerque. NM 87113-2328

RE: Tract T-4. Vista del Norte

Dear Mr. Wentworth,

This letter is to inform you that we are the new owners of this 22 acre parcel zoned M-2, for heavy industrial use located at 4000 El Pueblo, NE.

We are deciding whether we will develop it for one large user as allowed without further City approvals or to subdivide for smaller users.

We are filing an application to subdivide the property, which requires notification of the registered local property owners., in order to explore that option.

Please contact me for any further information you may desire.

Thank you,

PASEO PARTNERSHIP, LLC

for By: John Kusianovich, Member

Raymond Lee Dennis, PE

5 Pine View Place
Tijeras, NM 87059

Cell phone: 350-1743

~~July 28, 2005~~ Sept. 7, 2005

Leroy Gurule
Alameda North Valley Assn.
713 Alameda Bl., NW
Albuquerque, NM 87114

RE: Tract T-4, Vista del Norte

Dear Mr. Gurule:

This letter is to inform you that we are the new owners of this 22 acre parcel zoned M-2, for heavy industrial use located at 4000 El Pueblo, NE.

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Thank you,

PASEO PARTNERSHIP, LLC

By: John Kusianovich, Member

Raymond Lee Dennis, PE

5 Pine View Place
Tijeras, NM 87059

Cell phone: 350-1743

~~July 28, 2005~~

Sept 7, 2005

Eddie Kurtz
Vista del Norte Alliance
7101 Casa Elena Dr. NE
Albuquerque, NM 87113

RE: Tract T-4. Vista del Norte

Dear Mr. Kurtz:

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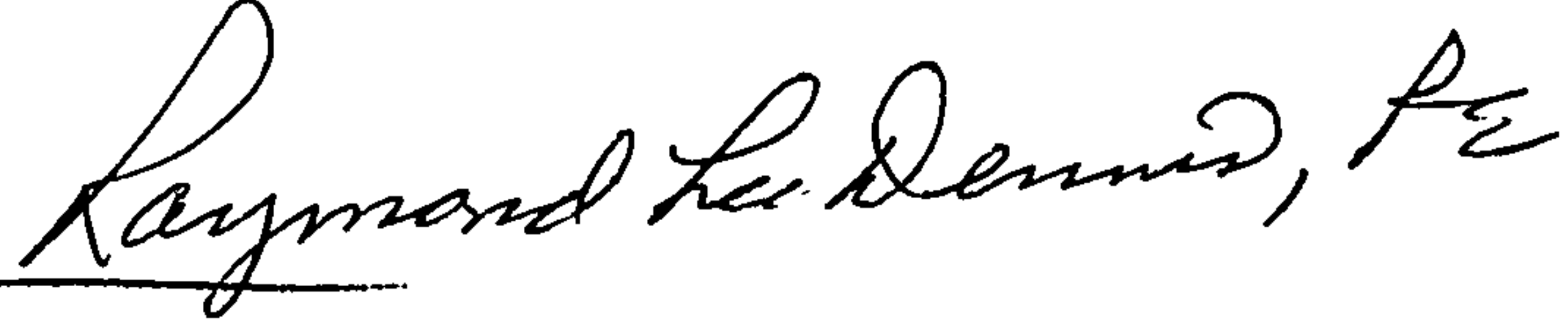
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Please contact me for any further information you may desire.

Thank you,

PASEO PARTNERSHIP, LLC

 By: John Kusianovich, Member


5 Pine View Place
Tijeras, NM 87059

Cell phone: 350-1743

~~July 28, 2005~~

Sept 7, 2005

Rod Crawley
Vista del Norte Alliance
7331 Sidewinder Dr. NE
Albuquerque, NM 87113

RE: Tract T-4. Vista del Norte

Dear Mr. Crawley:

This letter is to inform you that we are the new owners of this 22 acre parcel zoned M-2, for heavy industrial use located at 4000 El Pueblo, NE.

We are deciding whether we will develop it for one large user as allowed without further City approvals or to subdivide for smaller users.

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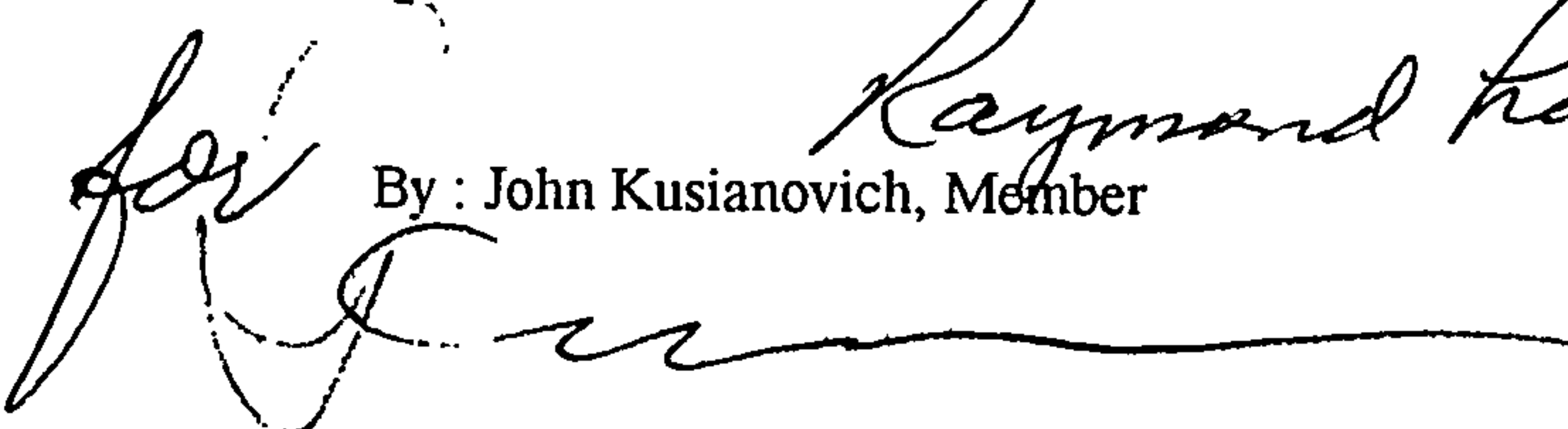
Please contact me for any further information you may desire.

Thank you.

PASEO PARTNERSHIP, LLC

Raymond Redden, PE

By : John Kusianovich, Member


5 Pine View Place
Tijeras, NM 87059

Cell phone: 350-1743

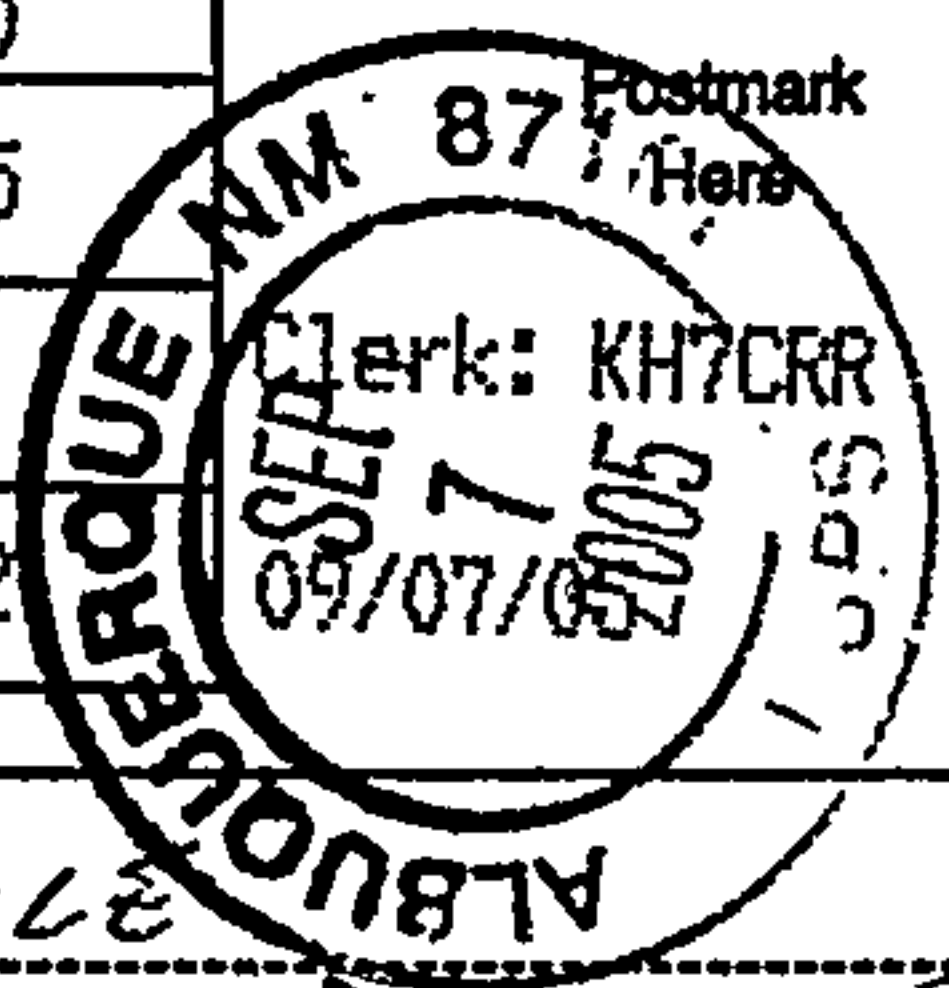
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ALBUQUERQUE, NM 87114 **OFFICIAL USE**

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Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	



Sent To: **LEROY GURULE**
 Street, Apt. No.; or PO Box No. **713 ALAMEDA BLVD NW**
 City, State, ZIP+4 **ABQ, NM 87114**

PS Form 3800, June 2002 See Reverse for Instructions

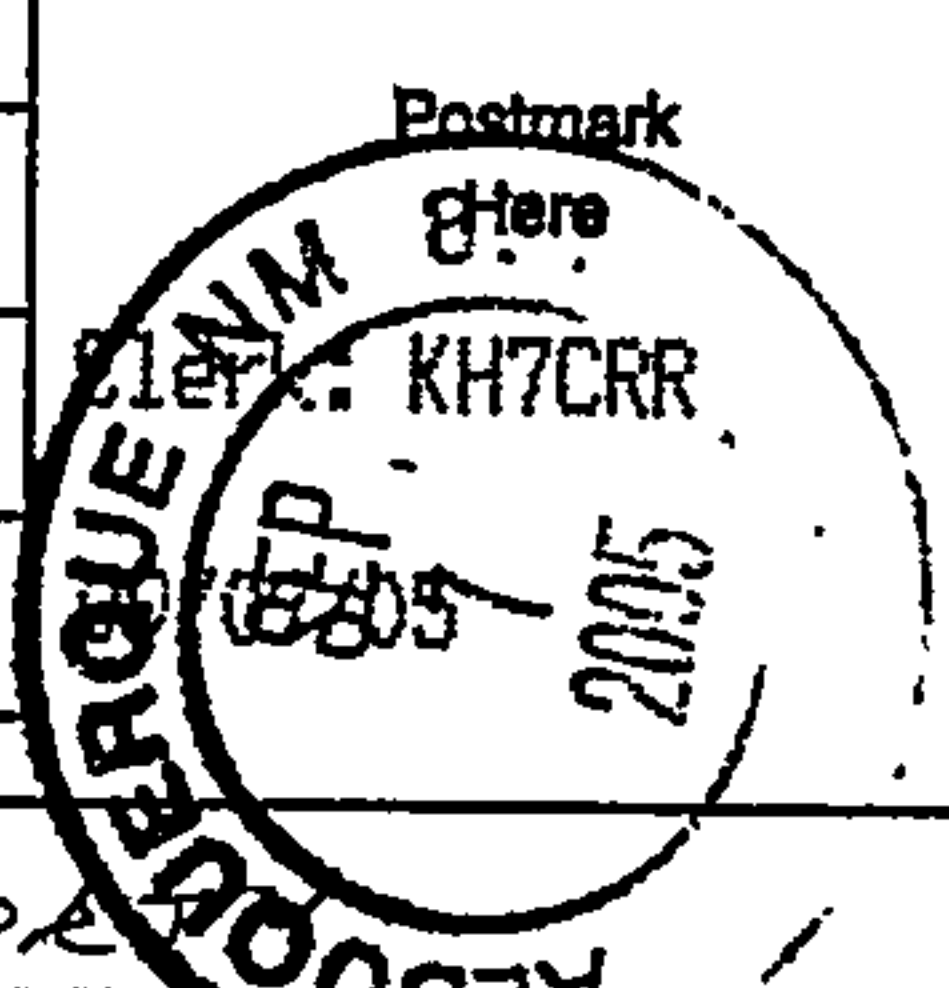
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ALBUQUERQUE, NM 87114 **OFFICIAL USE**

Postage	\$ 0.37	UNIT ID: 0101
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	



Sent To: **STEVE WESTWOOD**
 Street, Apt. No.; or PO Box No. **8919 BOE LN NE**
 City, State, ZIP+4 **ABQ NM 87113-2328**

PS Form 3800, June 2002 See Reverse for Instructions

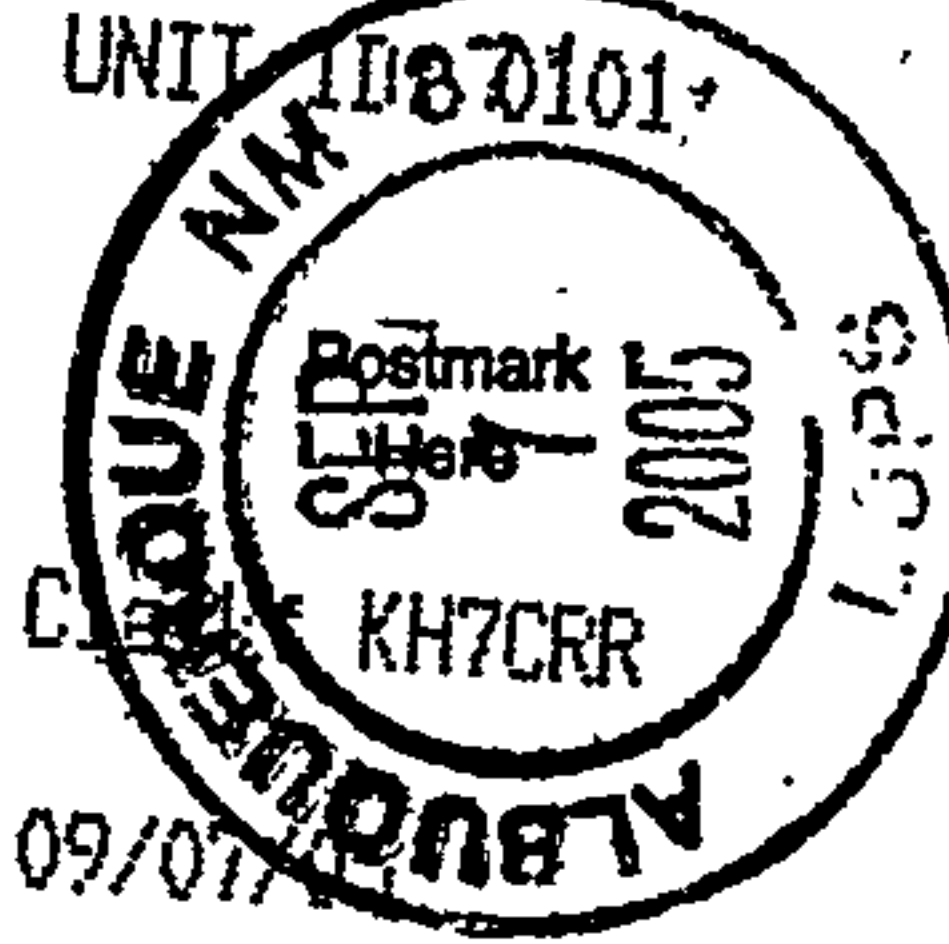
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ALBUQUERQUE, NM 87113 **OFFICIAL USE**

Postage	\$ 0.37	UNIT ID: 0101
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	



Sent To: **ROB CRAWLEY**
 Street, Apt. No.; or PO Box No. **7331 SIDEWINDER NE**
 City, State, ZIP+4 **ABQ, NM 87113**

PS Form 3800, June 2002 See Reverse for Instructions

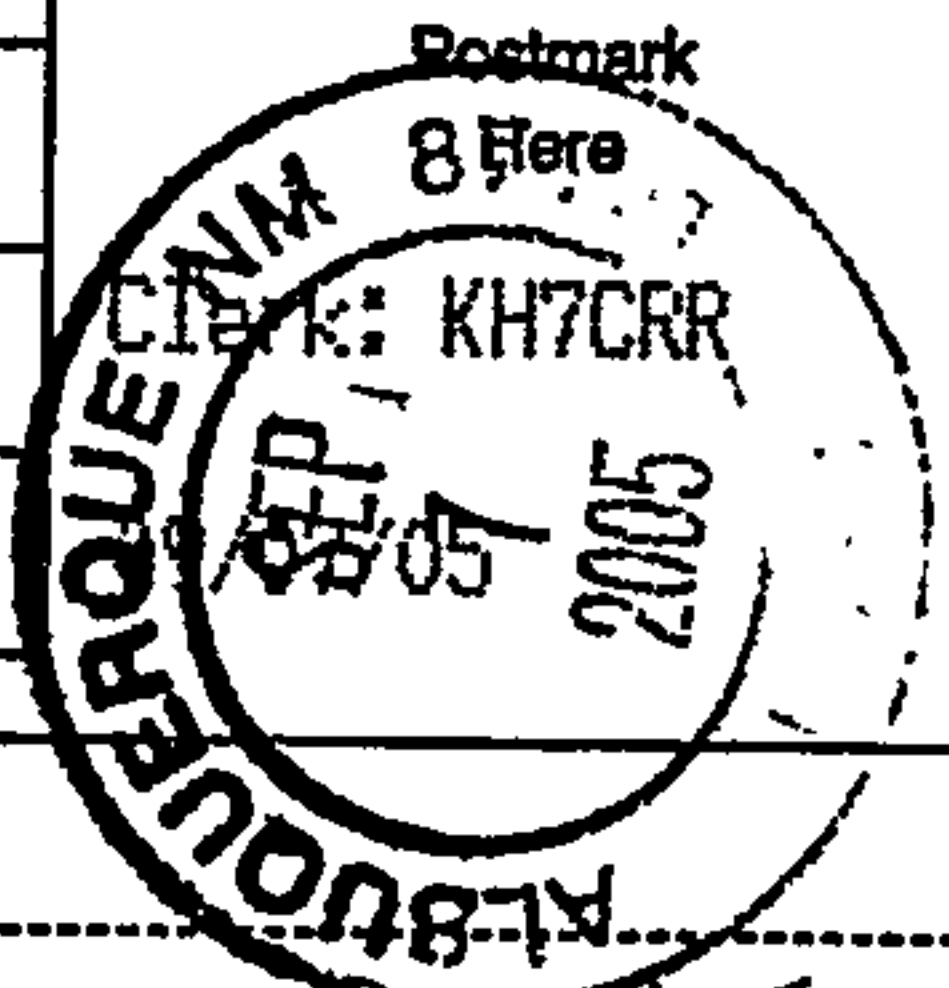
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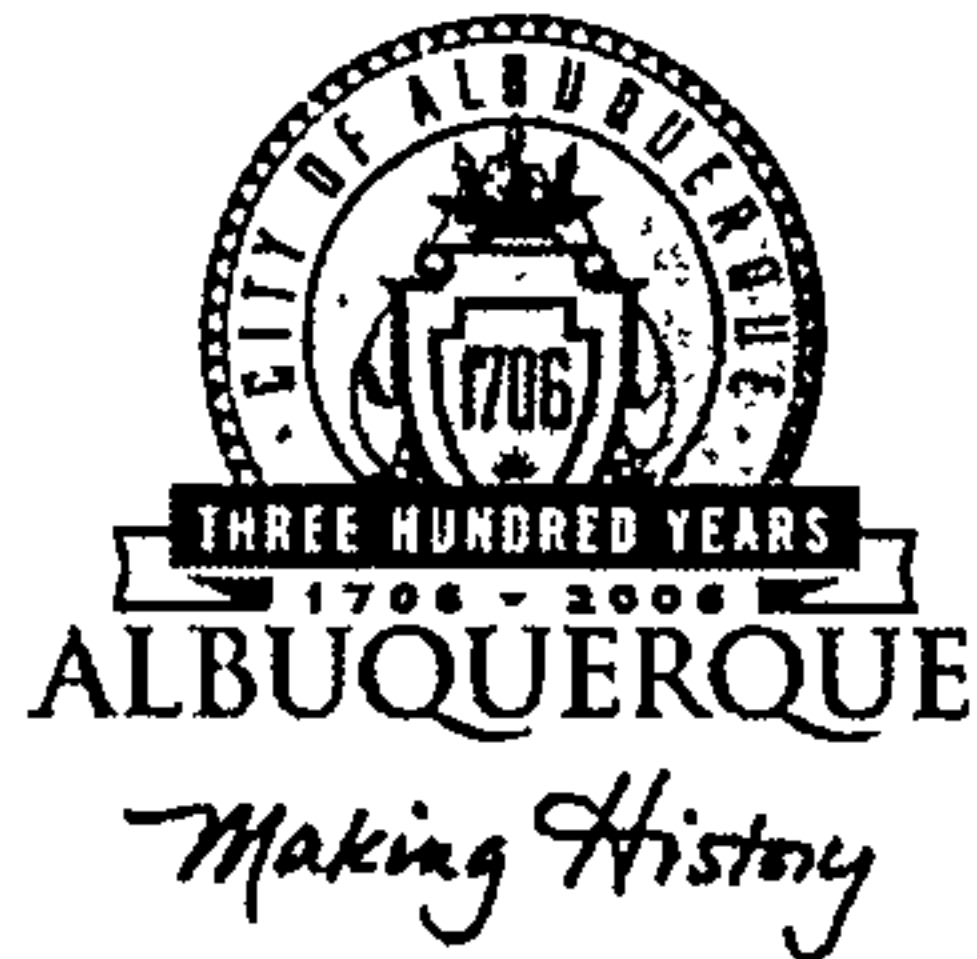
ALBUQUERQUE, NM 87113 **OFFICIAL USE**

Postage	\$ 0.37	UNIT ID: 0101
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	



Sent To: **EDDIE KURTZ**
 Street, Apt. No.; or PO Box No. **7101 CASA ELENA DR. NE**
 City, State, ZIP+4 **ABQ, NM 87113**

PS Form 3800, June 2002 See Reverse for Instructions



City of Albuquerque
P.O. Box 1293, Albuquerque, NM 87103

PLEASE NOTE: The Neighborhood Association information listed in this letter is valid for one (1) month. If you haven't filed your application within one (1) month of the date of this letter - you will need to get an updated letter from our office. It is your responsibility to provide current information - outdated information may result in a deferral of your case.

July 19, 2005

Raymond Lee Dennis
Paseo Partnership, LLC
7209 Corte Ocaso NE/87113
Phone: 259-9470/Fax: 343-1697

Dear Raymond:

Thank you for your inquiry of July 19, 2005 requesting the names of Recognized Neighborhood Associations who would be affected under the provisions of O-92 by your proposed project at **TRACT T-4, VISTA DEL NORTE LOCATED ON EL PUEBLO NE BETWEEN JEFFERSON NE AND EDITH NE** zone map **D-16**.

Our records indicate that the Recognized Neighborhood Association(s) affected by this proposal and the contact names are as follows:

SEE "ATTACHMENT A" FOR NEIGHBORHOOD INFORMATION.

Please note that according to O-92 you are required to notify each of these contact persons by **certified mail, return receipt requested, before** the Planning Department will accept your application filing. **IMPORTANT! Failure of adequate notification may result in your Application Hearing being deferred for 30 days.** If you have any questions about the information provided, please contact me at (505) 924-3902 or via an e-mail message at swinklepleck@cabq.gov or by fax at (505) 924-3913.

Sincerely,

Stephani Winklepleck

Stephani I. Winklepleck
Neighborhood Program Coordinator
OFFICE OF NEIGHBORHOOD COORDINATION
Planning Department

planningrnaform(10/08/04)

"Attachment A"

Date of Request: July 19, 2005

Name: Raymond Lee Dennis

Address/Phone: 7209 Corte Ocaso NE/87113 259-9470

Zone Map: D-16

ALAMEDA NORTH VALLEY ASSN. (ANV) "R"

***Steve Wentworth**

8919 Boe Ln. NE/87113-2328 897-3052 (h)

Leroy Gurule

713 Alameda Blvd. NW, Alameda/87114 890-1845 (h)

VISTA DEL NORTE ALLIANCE (VDN) "R"

***Eddie Kurtz**

7101 Casa Elena Dr. NE/87113 292-9436 (h) 797-1487 ext. 3009 (w)

Rod Crawley

7331 Sidewinder Dr. NE/87113 299-0145 (h) 837-2290 ext. 230 (w)

ALTHOUGH YOU ARE NOT "OFFICIALLY REQUIRED" BY O-92, you are most welcomed to notify the following "Unrecognized" neighborhood associations of this project.

LETTERS MUST BE SENT TO BOTH
CONTACTS OF EACH
NEIGHBORHOOD ASSOCIATION.

July 28.2005

Steve Wentworth
Alameda North Valley Assn.
8919 Boe Ln. NE
Albuquerque. NM 87113-2328

RE: Tract T-4. Vista del Norte

Dear Mr. Wentworth,

This letter is to inform you that we are the new owners of this 22 acre parcel zoned M-2, for heavy industrial use located at 4000 El Pueblo, NE.

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We are filing an application to subdivide the property, which requires notification of the registered local property owners., in order to explore that option.

Please contact me for any further information you may desire.

Thank you,

PASEO PARTNERSHIP, LLC

By: John Kusianovich, Member



5 Pine View Place
Tijeras, NM 87059

Cell phone: 350-1743

July 28, 2005

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We are deciding whether we will develop it for one large user as allowed without further City approvals or to subdivide for smaller users.

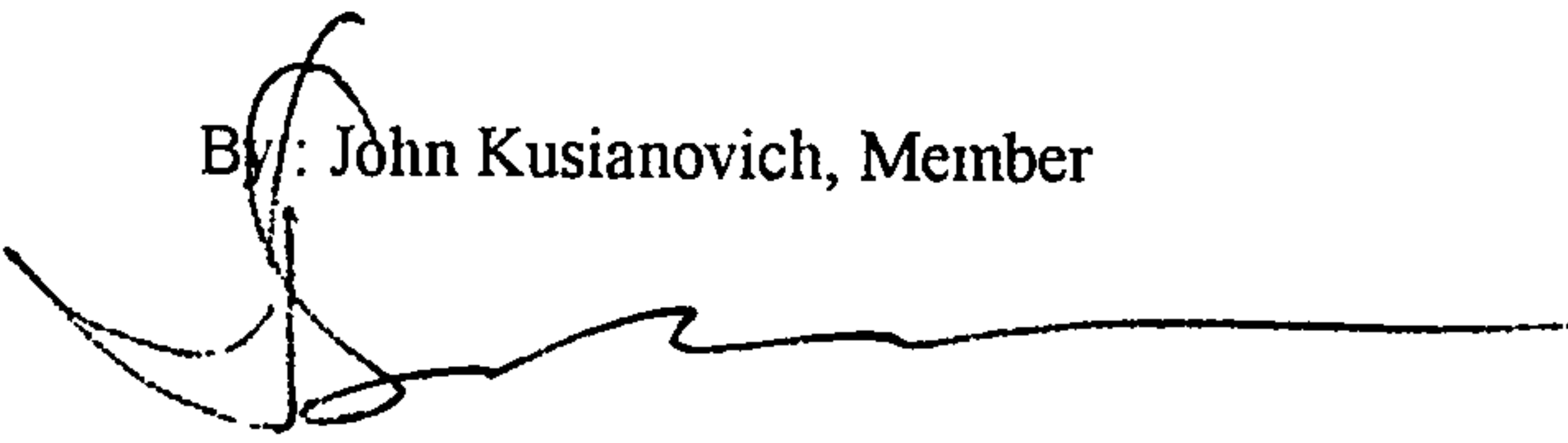
We are filing an application to subdivide the property, which requires notification of the registered local property owners, in order to explore that option.

Please contact me for any further information you may desire.

Thank you,

PASEO PARTNERSHIP, LLC

By: John Kusianovich, Member



5 Pine View Place
Tijeras. NM 87059

Cell phone: 350-1743

July 28.2005

Rod Crawley
Vista del Norte Alliance
7331 Sidewinder Dr. NE
Albuquerque. NM 87113

RE: Tract T-4. Vista del Norte

Dear Mr. Crawley:

This letter is to inform you that we are the new owners of this 22 acre parcel zoned M-2, for heavy industrial use located at 4000 El Pueblo, NE.

We are deciding whether we will develop it for one large user as allowed without further City approvals or to subdivide for smaller users.

We are filing an application to subdivide the property, which requires notification of the registered local property owners, in order to explore that option.

Please contact me for any further information you may desire.

Thank you,

PASEO PARTNERSHIP, LLC

By : John Kusianovich, Member

5 Pine View Place
Tijeras. NM 87059

Cell phone: 350-1743

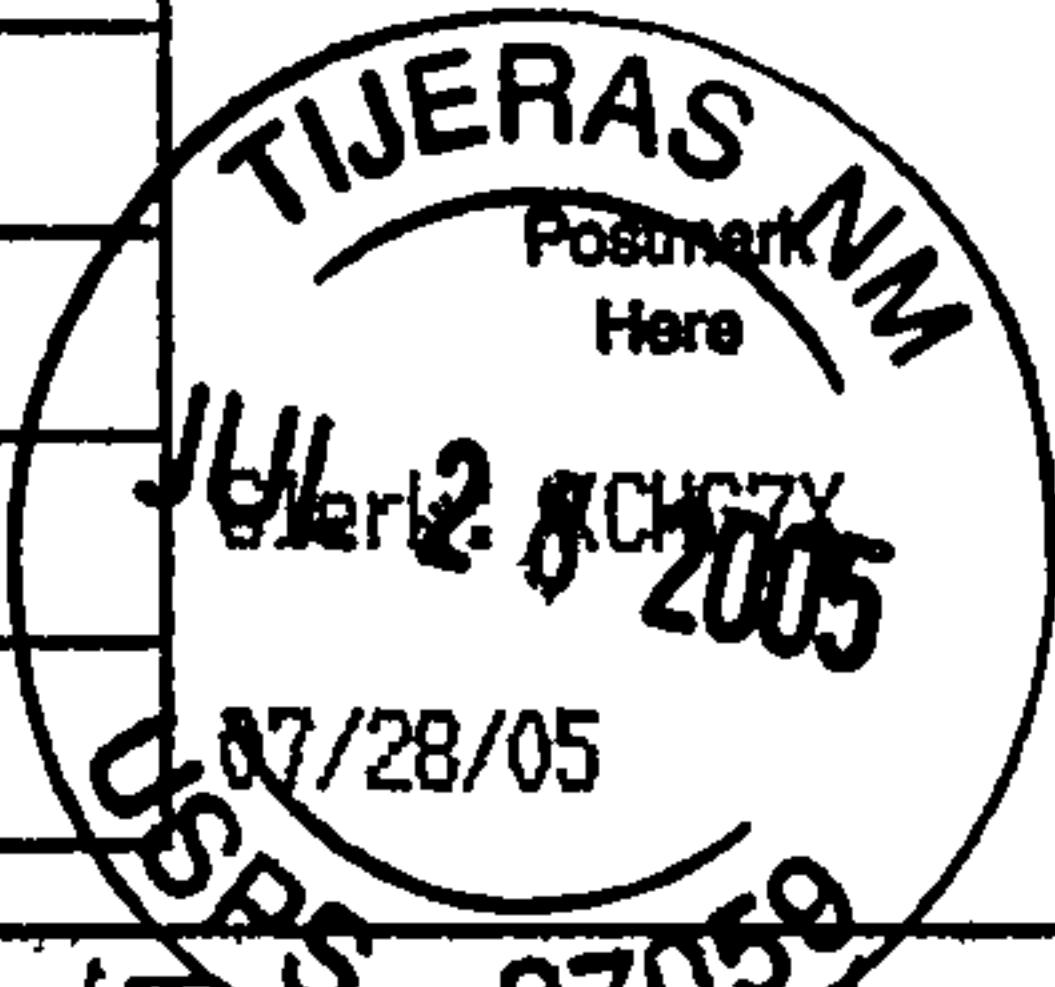
7004 0750 0004 4546 5894

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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.37	UNIT ID: 0059
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	



Sent To STEVE WENTWORTH
 Street, Apt. No.;
 or PO Box No.
 City, State, ZIP+4

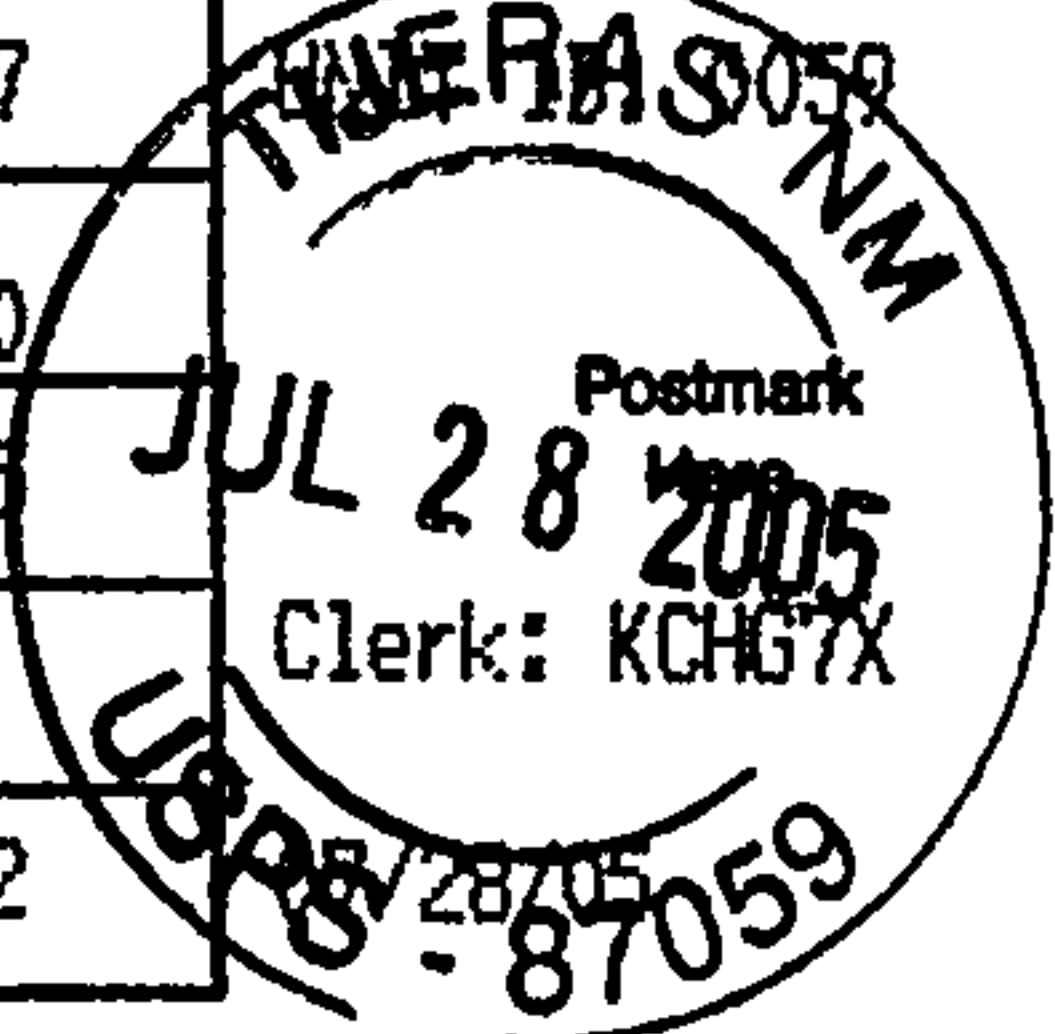
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.37	UNIT ID: 0059
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	



Sent To LEROY GURULF
 Street, Apt. No.;
 or PO Box No.
 City, State, ZIP+4

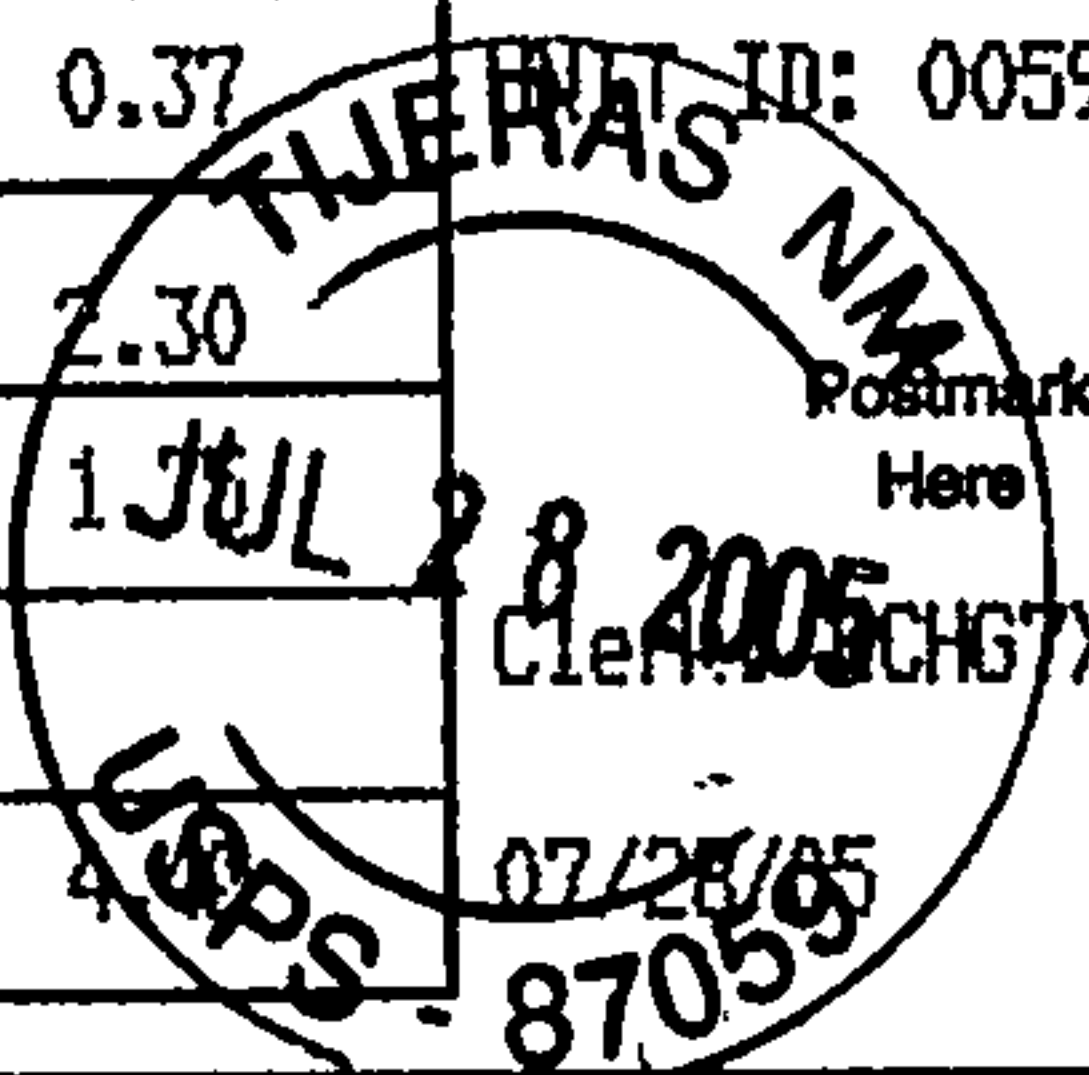
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OFFICIAL USE

Postage	\$ 0.37	UNIT ID: 0059
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	



Sent To ROD CRAWLEY
 Street, Apt. No.;
 or PO Box No.
 City, State, ZIP+4

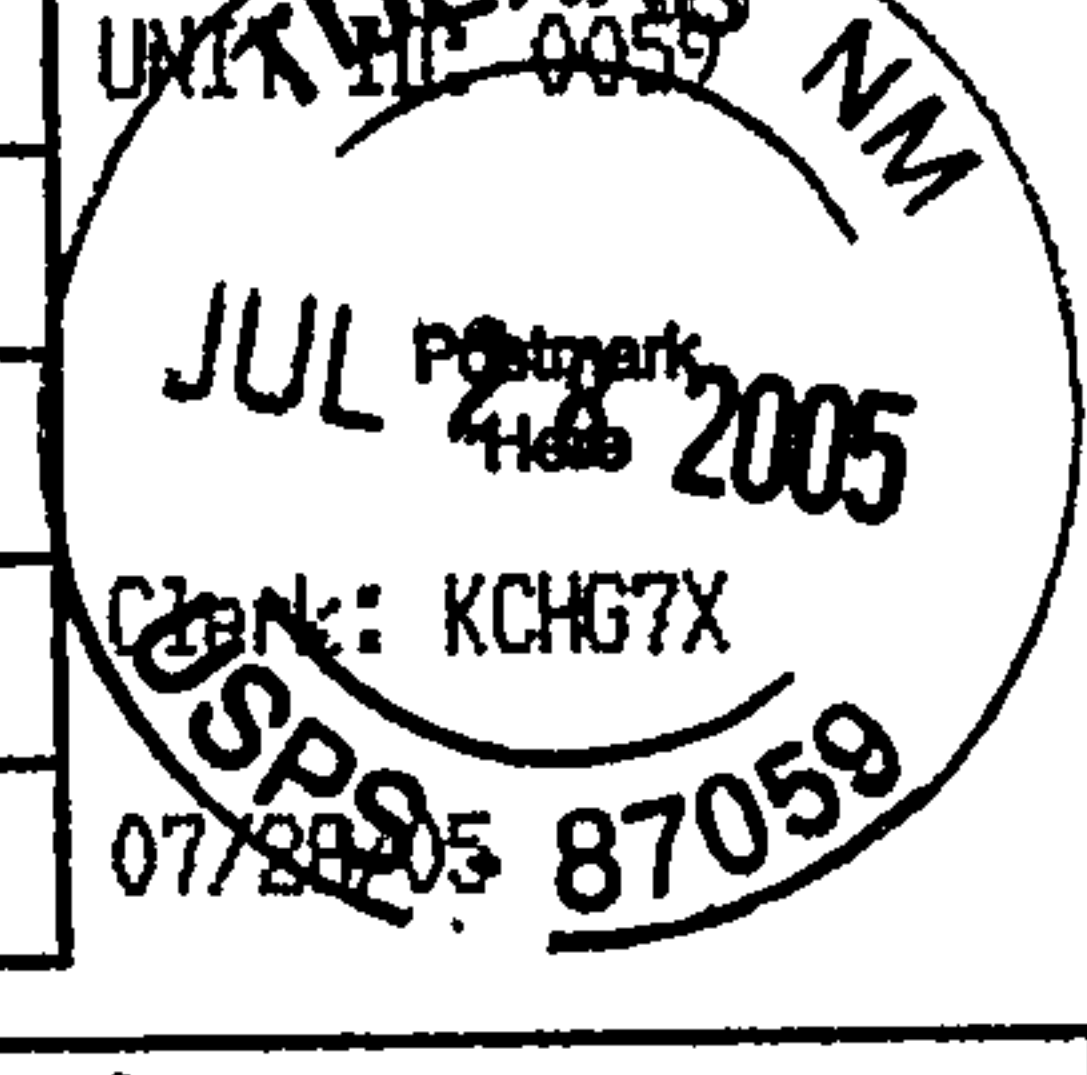
7004 0750 0004 4546 5870

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.37	UNIT ID: 0059
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.42	



Sent To EDDIE KURTZ
 Street, Apt. No.;
 or PO Box No.
 City, State, ZIP+4

FORM DRWS: DRAINAGE REPORT / WATER & SANITARY SEWER AVAILABILITY
THIS FORM IS REQUIRED WITH THE DEVELOPMENT REVIEW BOARD APPLICATION
FOR MAJOR SUBDIVISIONS AND SITE DEVELOPMENT PLANS.

PROJECT NAME: Blue Sky Business Park

AGIS MAP # D-16

LEGAL DESCRIPTIONS: Tract T-4, Vista del Norte

X DRAINAGE REPORT

A drainage report, as per the Drainage Ordinance, was submitted to the City of Albuquerque Public Works Department, Hydrology Division (2nd Floor Plaza del Sol) on 7-19-05 (date).

Raymond Lee Dennis, PE
Applicant/Agent

7-19-05
Date

Bradley L. Bish
Hydrology Division Representative

7-19-05
Date

___ WATER AND SEWER AVAILABILITY STATEMENT

A Water and Sewer Availability Statement for this project was requested from the City of Albuquerque Utilities Development Division (2nd floor, Plaza del Sol) on 7-20-05 (date).

Raymond Lee Dennis, PE
Applicant/Agent
Robert Allen
Utilities Division Representative

7-20-05
Date
7/20/05
Date

PROJECT # 1002478

CDS, Inc.

7209 CORTE OCASO NE
ALBUQUERQUE, NM 87113

Tel. 505-292-2033; Fax. 505-343-1697; Cell 505-259-9470

July 19, 2005

Mr. Roger Green, Section Head
Utility Development / New Services Section
City of Albuquerque One Stop Shop
600 Second St. NW
Albuquerque, NM 87102

Re: Tract T-4, Vista del Norte
Blue Sky Business Park
DRB #1002478

Dear Mr. Green:

Pursuant to our brief discussion in your office this morning regarding a water and sewer availability letter for a proposed subdivision of Tract T-4, Vista del Norte (Immediately south of El Pueblo and immediately west of the North Diversion Channel as shown on Vicinity Map D-16), please find attached hereto an 8 1/2" X 11" sketch of the proposed street, water and sanitary sewer layout.

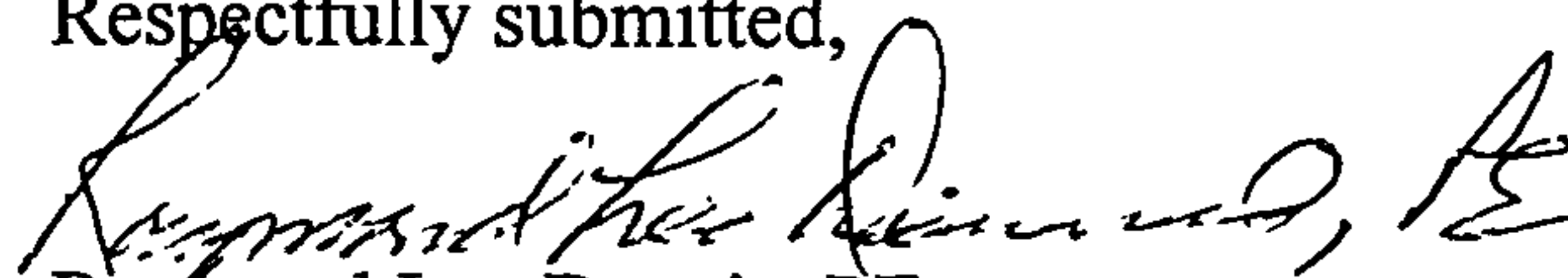
As previously discussed, a 10" water line looped to the 18" line on Los Lomas Street is proposed. We are fully aware that adequate pressure for fire flow will NOT be available throughout the new development and this information has, or will be, made available to potential buyers who will develop the individual lots.

Based on a letter signed by John F. McDonough and dated May 20, 2003 (copy attached) it is my understanding that a peak day static pressure of approximately 48 psi will be available at a pad elevation of 5070. Based on the grading plan submitted this morning to Mr. Brad Bingham for his review and approval, the highest final sub-grade elevation will be 5070.8 at the extreme southeast corner of the property. It is anticipated that all finish floor elevations will be lower than 5070.0.

In view of the fact that both new 10" lines connecting the new business park to the existing water main on Los Lomas Street must be installed along / across a very steep slope at the west edge of our development, I am also submitting three (3) each 24" X 36" drawings indicating the proposed plan and profile for the new water, sanitary sewer, and storm sewer lines. The routing and elevation of each of these new lines has been coordinated with the developer and engineer (Mark Goodwin & Assoc.) for the Los Lomas Business Park that lies between our development and Los Lomas Street.

Thank you for your assistance in providing whatever documentation we need in order to proceed with our application for DRB review and approval. Please call me @ 259-9470 if you have questions or if you need additional information.

Respectfully submitted,


Raymond Lee Dennis, PE

Cc: John Kusianovich, Member, Paseo Partnership, LLC, 1135 Chiricahua SE, ABQ, NM 87123
File



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

5-28-03

May 20, 2003

Steve: - John has given this to the Seller on the "Seller" is to be responsible for extending utilities to Tract T-4. John is gone for a couple of weeks but will call me if he gets info from the Seller -

CDS Inc.
343 Pinon Creek Tr. SE
Albuquerque, New Mexico 87123

Re: Water and Sanitary Sewer Availability / Tract T-4 Vista Del Norte

D-16

Sirs:

Existing Conditions: The property includes approximately 20-acres at the west side of the Diversion Channel between El Pueblo and, the 'Escondido' Subdivision about. Zoning is M2. There is a rail spur between the property and El Pueblo, and the land is about 30-feet above adjacent properties. Existing public utilities are north of the El Pueblo pavement. They include a 42-inch zone 1E transmission line, and two sanitary sewer interceptors: a 24-inch and a 30-inch. Lines are relatively inaccessible by both location and depth. They are not available for service connections under any circumstances. Even connections for public line extensions would be discouraged. Infrastructure in 'Escondido' is under construction. See project # 696581.

Proposed: The sketch plat pending before the Development Review Board shows 11-lots on a 1,400-foot long dead end road. Access is from El Pueblo at the northwest corner of the property.

Infrastructure: As with any subdivision, plat approval will be contingent on financial guarantees for public infrastructure including water and sanitary sewer line extensions in the proposed roadway, plus off-site construction as needed for water system looping and sanitary outfalls. Water will require an extension from the 18-inch in Las Lomas east along El Pueblo, south through the property to a looping connection in El-Segundo. Construction must include upsizing of the El Segundo line to Del Mar. An 8-inch loop will provide instantaneous flows of 3,000-GPM. Upsizing to a 10-inch along El Pueblo would increase available fire flows to master plan standards: 5,000-GPM. (Note: Assuming a maximum pad elevation of 5070' peak day static pressure should be approximately 48-psi.) Construction must include fire hydrants at standard locations, and service stubouts for all lots. The sanitary sewer will be an 8-inch gravity line. An outfall north would require a bore under the rail spur and a drop manhole connection to the 24-inch interceptor. As-built's show that line about 25-feet deep, and south of the 30-inch. Given the water system looping requirement you may want to consider draining south against grade to the 8-inch line in El Segundo.

Design and construction and easement acquisition will be at the developer / property owners' expense. Design and construction must be coordinated through the City of Albuquerque 'COA' via the 'DRC / City Work Order' process. Designs must be by a New Mexico registered professional engineer. Construction must be by a licensed, bonded public utility contractor.

Utility Expansion Charges: In addition to installation and construction costs, both sanitary sewer and metered water service will be subject to Utility Expansion Charges 'UEC' payable at the time service is requested.

This statement of availability will remain in effect for a period of one year and applies only to the development identified herein. Its validity is in part contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to our attention as soon as possible. Any outstanding pro rata and standby assessments must be paid at the time service is taken. All charges and rates collected will be based upon applicable ordinances and policies in effect at the time service is actually requested and authorized. Please do not hesitate to call if you have questions or need additional information. 924-3987.

Sincerely,

[Signature]
John F. McDonough
Engineering Associate
Development and Building Services

Attachment: System / Location Map(s)

c: f/ 1002478
f/ readers #30508
f/ availability D-16

CDS, Inc.

7209 CORTE OCASO NE
ALBUQUERQUE, NM 87113

Tel. 505-292-2033; Fax. 505-343-1697; Cell 505-259-9470
Email: rld0325@yahoo.com

August 21, 2005

Mr. Bradley L. Bingham, PE
City of Albuquerque, Planning Dept.
Development and Building Services
PO Box 1293
Albuquerque, NM 87103-1293

Fax: 924-3864

Tel: 924-3986

Re: Blue Sky Business Park Drainage Report (D-16/D2A)

Dear Mr. Bingham:

I received your letter dated August 18th on Saturday, August 20th and offer the following comments:

24 sets of the plans for subject project are being prepared by Mesa Reprographics for pickup sometime Monday (tomorrow) morning. When the sets are ready for pickup at Mesa they will be delivered to your office by me or by John Kusianovich along with an application cover sheet for Preliminary Plat approval, supporting documents, and a check.


I will be out of state tomorrow morning through Friday afternoon, therefore, I will probably not be able to discuss the matter with you or to make changes to the current drawings until early next week.

We will certainly make whatever changes are needed to the narrative, or submit additional supporting documents, regarding disposal of the storm water runoff from Tract T-4. There is a brief statement on Sheet 2 of 6 sheets (Item I, 3rd paragraph – upper left corner) that states: “This plan analyzes drainage from only Tr. T-4. Runoff will discharge to pond located on Tr. U-1 (Los Lomas Business Park Subdivision). The storm sewer is sized to accommodate runoff from Tr. T-4”, however, this statement does not properly address the issue.

A connection to storm drain and sanitary sewer manholes located in the Los Lomas Business Park Subdivision is also indicated on the Plan and Profile Sheet 5 of 6 sheets (Storm Drain Outfall Line) and on Sheet 3 of 3 sheets (Sanitary Sewer Outfall Line), however, these connections are not clearly identified.

Thank you for your comments. I will either contact you early tomorrow morning or early next week regarding needed changes.

Sincerely,


Raymond Lee Dennis, PE

Cc: John Kusianovich, Paseo Partnership, LLC, 5 Pine View Pl., Tijeras, NM 87059
File

EL PUEBLO

1001817

~~80-84-53~~

1001150

D16

1002134

DRB-94-288

BLUE
SKY
BUSINESS
PARK
M-2

NORTH DIVERSION CHANNEL

At. 7/20/98 #3

DRB-97-04

DRB-97-28

2-87-42

00180

MEAMED LATERAL

RANCHITOS

EL PUEBLO

DRIVE
E SEGUNDO

ATTACHMENT #5

LANDSCAPING AGREEMENT

THIS LANDSCAPING AGREEMENT is entered into as of the 5 day of May, 2005, by and among VISTA DEL NORTE, L.L.C., a New Mexico limited liability company ("Vista"), PASEO PARTNERSHIP, LLC, a New Mexico limited liability company ("Paseo") and VISTA DEL NORTE HOMEOWNERS' ASSOCIATION, INC., a New Mexico nonprofit corporation (the "Association").

BACKGROUND INFORMATION:

A. On even date herewith, Vista has sold to Paseo the following described property (the "Property"):

Tract T-4 of the Bulk Plat of Tracts T-1, T-2, T-3 & T-4, VISTA DEL NORTE, Elena Gallegos Grant, projected Sections 22 and 27, Township 11 North, Range 3 East, NMPM, Bernalillo County, New Mexico, as the same is shown and designated on the plat of said subdivision, filed for record in the office of the County Clerk of Bernalillo County, New Mexico, on December 10, 1999, in Plat Book 99C, Folio 331

B. Paseo intends to subdivide the Property into lots for sale to create a business park (the "Lots").

C. Pursuant to the Purchase Agreement whereby Vista has sold to Paseo the Property, Paseo has agreed to construct and maintain a decorative masonry wall of a minimum of six feet (6') in height and landscaping at the south and west perimeter of the Property to a standard acceptable to the Seller, and which shall be enforceable by the Association, and shall be installed at the time of development of the adjacent portions of the Property.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Construction of Wall and Landscaping. Paseo, upon written notice from Vista or the Association that the properties adjacent to the south and west are being developed, shall construct decorative masonry walls to be a minimum of six feet (6') in height (the "Perimeter Walls") and install landscaping along the Perimeters Walls (the "Landscaping"). Prior to construction of the Perimeter Walls and Landscaping, Paseo shall provide Vista and/or the Association with a copy of its proposed plans (the "Plans") for review and approval, which approval shall not be unreasonably withheld. Vista and/or the Association shall have thirty (30) days from receipt of the Plans to approve the Plans. In the event Vista and/or the Association shall not have given Paseo written approval of the Plans, the Plans shall be deemed approved.
2. Maintenance. Paseo agrees to maintain, in a neat and attractive manner, the Perimeter Walls and Landscaping. Paseo's obligation to maintain the Periimeter Walls shall include the replacement or repair of any portion of the Perimeter Walls that are damaged and removal of all graffiti. Paseo's obligation to maintain the Landscaping shall include the prompt replacement of any dead vegetation, plants, or trees, the adequate irrigation of the landscaping, and the removal of any weeds, trash or debris within the landscaped area.
2. Enforcement of Obligation. So long as Vista owns any of the land within the Vista del Norte Development, Vista shall have the right to enforce Paseo's obligation to construct and maintain the Perimeter Walls and Landscaping. The Association shall also

have the right to enforce the Paseo's obligation to construct and maintain the Perimeter Walls and Landscaping.

3. Beneficiaries. The obligation to construct and maintain the Perimeter Walls and Landscaping shall be appurtenant to and run with the Property. The right to enforce the obligations of Paseo to construct and maintain the Perimeter Walls and Landscaping is personal to Vista and to the Association.

4. Governing Laws. Except as otherwise specifically provided herein, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico.

5. Notices. All notices with respect to this agreement shall be in writing and shall be delivered personally, sent via confirmed telefax, or sent postage prepaid by United States Mail, certified mail, return receipt requested, to the addresses set forth below or such other addresses as hereafter specified in writing by one party to the other:

Vista: Vista del Norte Development, L.L.C.
c/o Sundt Construction, Inc.
Attn.: Ray Barguill
P.O. Box 26685
Tucson, Arizona 85726

Association: Brown & Associates, Inc.
Attn.: Ron Brown
P.O. Box 3671
Albuquerque, New Mexico 87107

Paseo: Paseo Partnership, LLC
Attn.: John Kusianovich
P.O. Box 7400
Albuquerque, New Mexico 87194

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and all prior understandings, oral or in writing, by the parties hereto with

respect to this agreement. No variations, modifications, supplements, waivers or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstance shall not be affected thereby and such provisions shall be enforced to the greatest extent permitted by law.

8. Attorneys Fees. In the event any action is instituted by any party for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party in such action shall be entitled to its reasonable attorney's fees and costs.

9. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns. Whenever in this Agreement a reference to any party is made, such reference shall be deemed to include a reference to the successors and permitted assigns of such party.

10. Authority. Each individual signing for each of the parties hereunder, warrants and represents that he/she is an authorized agent of such party, on whose benefit he/she is executing this Agreement, and is authorized to execute the same.

11. Further Assurances. Each party agrees to execute such other and further instruments and documents as may be necessary or proper in order to complete the transactions contemplated by this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and said counterparts shall

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

The foregoing instrument was acknowledged before on May _____, 2005, by John Kusianovich, Managing Member of Paseo Partnership, LLC, a New Mexico limited liability company.

Notary Public

My Commission Expires:

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

The foregoing instrument was acknowledged before on May 5, 2005, by Ronald Brown, President of Vista del Norte Homeowners' Association, Inc., a nonprofit homeowners' association.

Karen Lee Appman
Notary Public

My Commission Expires:
11-18-2005

H:\SUNDT\JAM\LEGALDOC\paseolandscapeseasement.doc May 17, 2005



STAUBACH

A World of Real Estate Knowledge

ATTACHMENT 11

July 27, 2005

Paseo Partnership, LLC
John Kusianovich - Manager
1135 Chiricahua, SE
Albuquerque, New Mexico 87123

Tracking #: 05-28179

Dear Mr Kusianovich:

Enclosed please find duplicate counterparts of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please execute and **return all copies with original signature** for completion on part of The BNSF Railway Company ("BNSF") along with the following requirements:

1. A check in the amount of \$5,000 00 payable to The BNSF Railway Company which covers the contract fee(s)

You should have been or will be contacted by IDS, the BNSF's Insurance Tracking Company. If you have not, and you have any questions regarding any of the insurance requirements, please contact Lori Orona, via fax, at 951-766-2299.

Sample certificate(s) of the required insurance is enclosed for your review.

Acceptance and deposit of any check(s) by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is a not binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by The Burlington Northern And Santa Fe Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart of each contract will be returned for your records.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee(s) will increase to \$500 00.

Sincerely,

Gene Biddle
Real Estate Administrator
Enclosure

ATTACHMENT 11-A



EASEMENT ENCROACHMENT AGREEMENT

THIS INFORMATION TO BE PROVIDED BY TITLE COMPANY

This Easement Encroachment Agreement made this _____ day of _____, 20

by and between (BUYER/BORROWER, OWNER) _____

whose address is _____

(hereinafter called "First Party"), (his) (her) (their) (its) heirs, successors and assigns, and PUBLIC SERVICE COMPANY OF NEW MEXICO. A New Mexico Corporation for its Electric Services Division, (hereinafter called ("PNM") ("Parties").

WITNESSETH:

WHEREAS, PNM is the Grantee of a certain easement within the hereinafter described property.

WHEREAS, First Party desires to encroach upon the Easement as more particularly specified hereinafter, and WHEREAS, PNM has agreed to said encroachment: NOW THEREFORE, for and in consideration of the sum of One and No/100 (\$1.00) DOLLAR, in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, PNM does hereby grant First Party the right to encroach upon the Easement only to the extent of, and for the purposes set forth below:

PNM PROJ. 12277

PNM USE ONLY FOR LEGAL DESCRIPTION

Encroachment of railroad crossing signals and paved access road within portions of Public Service Company of New Mexico transmission and distribution line easement being 110 feet wide, on a portion of Tract T-4 as described and shown on the Bulk Plat for Tracts T-1, T-2, T-3, T-4 VISTA DEL NORTE, situate in Section 22, T11N, R3E, NMPM Bernalillo County, New Mexico as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on December 10, 1999, in Plat Book 99C, Page 331.

Said encroachment is more particularly described on Exhibit "A" attached and made a part of this document.

- 1. All construction equipment must maintain fifteen (15) foot vertical and horizontal clearance from all conductors.
2. No railroad crossing arms will be allowed to operate under power lines unless specific details, approved by PNM, are attached.
3. All lighting masts/attachments, decorative or shade trees and railroad crossing arms must not be more than 26 feet in height within the right of way.
4. First party for encroachment will provide a complete set of development plans to PNM for review and approval. If changes are made as a result of the review and approval process, a final development plan will be provided by first party to PNM before approval is granted.
5. When required, first party shall install a PNM approved barricade for structures affected and incur all costs associated with the barricade installation.
6. First party is hereby notified that they are required by National Electrical Safety Code to meet electric clearance codes for any developments near power lines.
8. No pavement within 2 feet of pole structures.
9. No fill above 1 foot at the mid span or around the pole structures.
10. No locked gate or fence, PNM shall have 24/7 access.

By granting the aforesaid right to encroach PNM does not waive or relinquish any rights that it may have under or by reason of the Easement, including, but not limited to the right to build, rebuild, construct, reconstruct, locate, relocate, change, modify, renew, operate and maintain its electric lines (including underground lines), poles, guywires and other electric equipment, fixtures and structures that are now located, or may in the future be located, through, on, within, or under the Easement. First Party, at its sole cost and expense, agrees to remove or relocate its encroachment upon the written request of PNM within 90 days of such written request. First Party appoints PNM its agent to accomplish said removal or relocation at First Party's expense if First Party fails to remove or relocate such encroachment within such time period.

In consideration of PNM granting First Party the right to encroach upon the Easement, First Party hereby agrees to indemnify and hold harmless PNM, its agents and employees, from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement, regardless of the cause of said injuries or damages; provided, however, that notwithstanding anything to the contrary in this paragraph, First Party shall not be required to indemnify PNM for liability, claims, damages, losses or expenses, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by PNM, or the agents or employees of PNM; or (b) the giving of or the failure to give directions or instructions by PNM, or the agents or employees of PNM, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

In consideration of PNM permitting First Party to encroach upon the Easement, First Party agrees that PNM shall not be responsible for any damage caused to facilities, equipment, structures or other property of First Party if damaged by reason of PNM's use of Easement.

First Party shall comply with all applicable laws, ordinances, rules and regulations enacted or promulgated by any federal, state or local governmental body having jurisdiction over First Party's encroachment.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of First Party shall have the right to use, alter or modify the encroachment in a manner which will increase the burden of the encroachment on the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

BUYER/BORROWER, OWNER (First Party):

PUBLIC SERVICE COMPANY OF NEW MEXICO

[Handwritten Signature]

By: _____

PNM USE ONLY	
STATE OF NEW MEXICO	
COUNTY OF _____	} SS
This instrument was acknowledged before me on _____ 20 _____	
by _____	
of the Public Service Company of New Mexico, a New Mexico corporation, for it's Electric Services Division on behalf of said corporation	
_____ NOTARY PUBLIC	
My Commission Expires: _____	

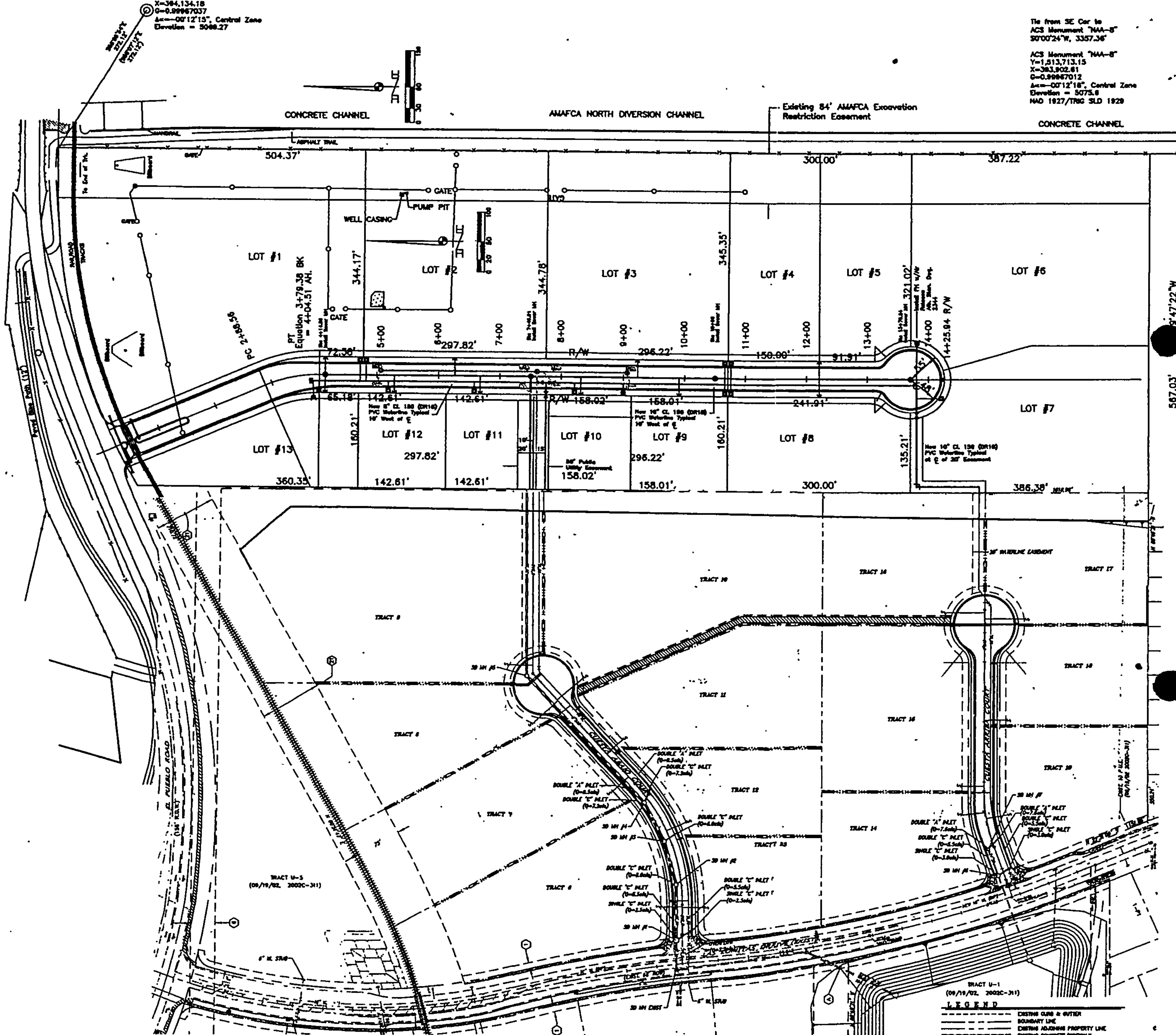
STATE OF _____ } SS
 COUNTY OF _____ } SS
 This instrument was acknowledged before me on _____ 20 _____
 by _____

NOTARY PUBLIC
 My Commission Expires: _____

FOR RECORDER'S USE ONLY

X=394,134.18
 Y=0.89967037
 Az=00°12'15", Central Zone
 Elevation = 5088.27

Tie from SE Cor to
 ACS Monument "NAA-8"
 S0°00'24"W, 3357.36'
 ACS Monument "NAA-8"
 Y=1,513,713.15
 X=383,902.61
 Q=0.89967012
 Az=00°12'18", Central Zone
 Elevation = 5075.8
 NAD 1927/TRIG SLD 1929



CDS, Inc.
7209 CORTE OCASO NE
ALBUQUERQUE, NM 87113

Tel. 505-292-2033; Fax. 505-343-1697; Cell 505-259-9470

July 18, 2005

Ms. Lynn Mazur
AMAFCA
2600 Prospect Ave. NE
Albuquerque, NM 87107

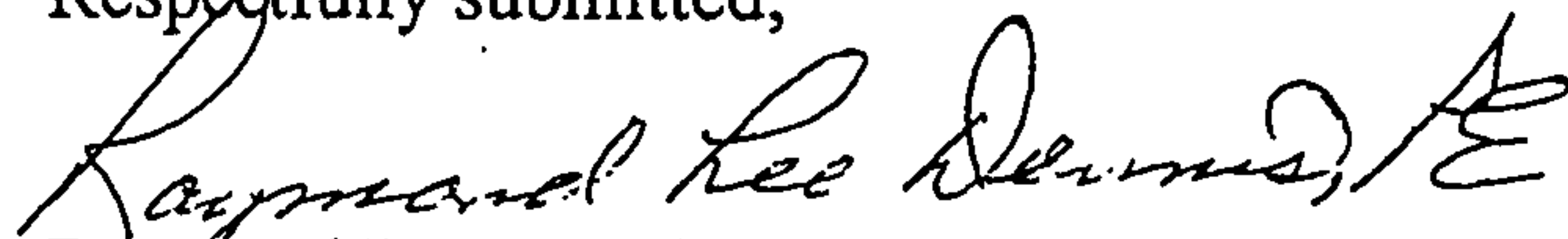
Re: Tr. T-4 Vista del Norte
Grading & Drainage Plan

Dear Ms. Mazur:

Submitted herewith please find a grading and drainage plan relating to Tract T-4, Vista del Norte Subdivision that is presently being developed into the Blue Sky Business Park with 13 new lots. Since the property is adjacent to AMAFCA's North Diversion Channel, City of Albuquerque personnel advise that your review and approval of the proposed grading is required.

Thank you for your cooperation and assistance in this matter. Please call me @ 259-9470 if you need additional information or if you have questions regarding the proposed development and grading.

Respectfully submitted,


Raymond Lee Dennis, PE

Cc: John Kusianovich, Member, Paseo Partnership, 1135 Chiricahua SE, Abq., NM 87123
File

Ronald D. Brown, Chair
Daniel F. Lyon, Vice Chair
Tim Eichenberg, Secretary-Treasurer
Janet Salera, Asst. Secretary-Treasurer
Danny Hernandez, Director

John P. Kelly, P.E.
Executive Engineer



**Albuquerque
Metropolitan
Arroyo
Flood
Control
Authority**

2600 Prospect N.E., Albuquerque, NM 87107
Phone: (505) 884-2215 Fax: (505) 884-0214

FILED

August 1, 2005

Mr. Raymond Dennis, P.E.
CDS, Inc.
7209 Corto Ocaso NE
Albuquerque, NM 87113

Re: Tract T-4, Vista del Norte, Blue Sky Business Park, ZAP D-16
Engineer's Stamp Dated July 18, 2005

Dear Mr. Dennis:

AMAFCA approves the referenced Grading and Drainage Plan with respect to proposed improvements adjacent to the North Diversion Channel (NDC). Construction will be allowed within the AMAFCA Excavation Restriction Easement as long as slopes do not exceed 3:1. It was explained to me that the easement was obtained when this tract was used for gravel mining to protect the NDC from deep, sloped excavations. **Any fencing within the easement may be removed, but the fence along the right-of-way must remain.**

Since this tract is adjacent to the NDC, AMAFCA will sign the Final Plat. If you have any questions, please call me at 884-2215.

Sincerely,
AMAFCA

Lynn M. Mazur, P.E., C.F.M.
Development Review Engineer

Cc: Brad Bingham, City Hydrology



FAX TRANSMISSION

AMAFCA

2600 Prospect Av. NE
Albuquerque, NM 87107
Ph: (505) 884-2215
Fax: (505) 884-0214

To: Raymond Dennis

Of: CDS, Inc.

Fax #: 343-1697

Pages: 2, incl. cover sheet

From: Lynn Mazur, P.E., C.F.M.

Date: August 1, 2005

Development Review Engineer

Subject: Blue Sky Business Park

COMMENTS:

Marty Eckert, AMAFCA Real Estate Manager, did some research and came to talk to me just before I sent this fax. He said that the Excavation Easement is only 63 feet on Tract T-4. It doesn't need to be exact on the G&D Plan but should be shown correctly on the plat. Please call Marty if you have questions.

8-2-05 Steve: 251-3640
F4 I will be out later
this afternoon - with
final info on
the west slope wall, etc
location, etc, etc

**ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services**

PAID RECEIPT

APPLICANT NAME PASEO PARTNERSHIP, LLC
 AGENT Dennis Engineering / CDS, Inc.
 ADDRESS T-4 Vista del Norte
 PROJECT & APP # 1002478
 PROJECT NAME Blue Sky Business Park

\$ _____ 441032/3424000 Conflict Management Fee
 \$ _____ 441006/4983000 DRB Actions
 \$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals
 \$ _____ 441018/4971000 Public Notification
 \$ 180 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
 Major/Minor Subdivision Site Development Plan Bldg Permit
 Letter of Map Revision Conditional Letter of Map Revision
 Traffic Impact Study
 \$ 180 TOTAL AMOUNT DUE

***NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.

GDS, INC. 1674
 PH 505-292-2033
 7209 CORTE OCASO NE.
 ALBUQUERQUE, NM 87113-1284 95-219/1070
 6-30-05

Pay to the order of City of Albuquerque \$ 180.00
One hundred eighty and 00/100 Dollars

WELLS FARGO BANK NEW MEXICO, N.A.
 901 ROUTE 66
 MORIARTY, NM 87035
 WWW.WELLSFARGO.COM

T-4
 For Blue Sky Business Park
 RECEIVED 7/19/2005 9:10AM
 Account 441006 Fund 0110
 Activity 4983000

1070021920166804688 101674

***CITY OF ALBUQUERQUE
 Treasury Division
 LOC: ANNX
 TRANSH 0011
 TRSASR
 \$180.00

TRANS AMT \$180.00
 J24 Misc \$180.00
 CK \$180.00
 CHANGE \$0.00

Thank You

**ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services**

PAID RECEIPT

APPLICANT NAME PASEO PARTNERSHIP, LLC
 AGENT RAYMOND LEE DENNIS
 ADDRESS 7209 CORTE OCASO NE
 PROJECT & APP # _____
 PROJECT NAME 1002478/05DRB 01343, 01344

DUPLICATE
 City of Albuquerque
 Treasury Division

8/22/2005 2:24PM LOC: ANNX
 RECEIPT# 00048204 USH 007 TRANSH 0039
 Account 441006 Fund 0110
 Activity 4983000 TRSEJA
 Trans Amt \$900.00
 J24 Misc

- \$ 20.00 441032/3424000 Conflict Management Fee
- \$ 805.00 441006/4983000 DRB Actions
- \$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals
- \$ 75.00 441018/4971000 Public Notification
- \$ _____ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
 Major/Minor Subdivision Site Development Plan Bldg Permit
 Letter of Map Revision Conditional Letter of Map Revision
 Traffic Impact Study
- \$ 900.00 TOTAL AMOUNT DUE

*****NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.**

8/22/2005
 RECEIPT# 00048203 USH 007
 Account 441032
 Activity 3424000
 Trans Amt \$20.00
 J24 Misc

PASEO PARTNERSHIP LLC
 6915 MONTGOMERY NE
 ALBUQUERQUE, NM 87109

95-660/1070
 7827621739
 DATE 7/29/05

PAY TO THE ORDER OF City of Albuquerque
nine hundred forty and 00/100 \$ 940.00

City of Albuquerque
 Treasury Division

BANK OF ALBUQUERQUE
 Albuquerque, New Mexico
 www.bankofalbuquerque.com

8/22/2005 2:25
 RECEIPT# 00048205 USH 007
 Account 441018
 Trans Amt \$900.00

LGC: ANNX
 TRANSH 0039
 Fund 0110
 TRSEJA
 \$900.00

1028
 1070066061 7827621739 1028

Thank You

\$805.00
Thank You

CK CHANGE \$75.00
 \$900.00
 \$0.00

SIGN POSTING AGREEMENT

REQUIREMENTS

POSTING SIGNS ANNOUNCING PUBLIC HEARINGS

All persons making application to the City under the requirements and procedures established by the City Zoning Code or Subdivision Ordinance are responsible for the posting and maintaining of one or more signs on the property which the application describes. Vacations of public rights-of-way (if the way has been in use) also require signs. Waterproof signs are provided at the time of application. If the application is mailed, you must still stop at the Development Services Front Counter to pick up the sign.

The applicant is responsible for ensuring that the signs remain posted throughout the 15-day period prior to public hearing. Failure to maintain the signs during this entire period may be cause for deferral or denial of the application. Replacement signs for those lost or damaged are available from the Development Services Front Counter at a charge of \$3.75 each.

1. LOCATION

- A. The sign shall be conspicuously located. It shall be located within twenty feet of the public sidewalk (or edge of public street). Staff may indicate a specific location.
- B. The face of the sign shall be parallel to the street, and the bottom of the sign shall be at least two feet from the ground.
- C. No barrier shall prevent a person from coming within five feet of the sign to read it.

2. NUMBER

- A. One sign shall be posted on each paved street frontage. Signs may be required on unpaved street frontages.
- B. If the land does not abut a public street, then, in addition to a sign placed on the property, a sign shall be placed on and at the edge of the public right-of-way of the nearest paved City street. Such a sign must direct readers toward the subject property by an arrow and an indication of distance.

3. PHYSICAL POSTING

- A. A heavy stake with two crossbars or a full plywood backing works best to keep the sign in place, especially during high winds.
- B. Large headed nails or staples are best for attaching signs to a post or backing; the sign tears out less easily.

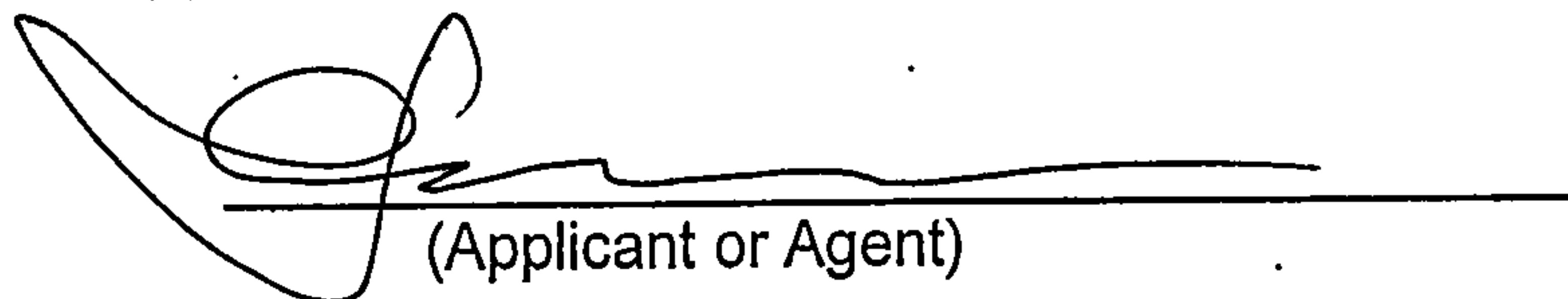
4. TIME

Signs must be posted from SEPT. 6th 2005 To SEPT. 21, 2005

5. REMOVAL

- A. The sign is not to be removed before the initial hearing on the request.
- B. The sign should be removed within five (5) days after the initial hearing.

I have read this sheet and discussed it with the Development Services Front Counter Staff. I understand (A) my obligation to keep the sign(s) posted for (15) days and (B) where the sign(s) are to be located. I am being given a copy of this sheet.


(Applicant or Agent)

8/22/05
(Date)

I issued 1 signs for this application, 08/22/05 Sandy Handley
(Date) (Staff Member)

DRB PROJECT NUMBER: 1002478

V
Vinyard & Associates, Inc.
A

8916-A Adams Street, NE
Albuquerque, New Mexico 87113
(505) 797-9743 • Fax: (505) 797-9749
vinyard-geotech@qwest.net

Geotechnical Engineering • Materials Testing • Environmental Engineering

July 13, 2005

Paseo Partnership, LLC and
Bank of Albuquerque
c/o CDS, Inc.
7209 Corte Ocaso NE
Albuquerque, NM 87113-1284

Attention: Mr. Raymond Lee Dennis, P.E.

Subject: Proposed Road Within Tract T-4 of Vista del Norte
V & A Project No.: 05-1-188

Gentlemen:

This letter presents the results of our subsurface investigation and pavement section design for the proposed road within Tract T-4 of the Vista del Norte development.

To evaluate site subsurface conditions, five test holes were drilled at the approximate locations indicated on the Site Plan, Figure 1. Logs of the Test Holes are presented on Figures 2 through 6. The test holes encountered a variable depth of fill over natural ground. Depth of fill ranged from ten feet to in excess of twenty feet. This office previously performed a subsurface investigation of the site. Results of that investigation are attached. Maximum depth of fill encountered during our previous investigation was twenty-nine feet. The fill soils are highly variable ranging from silty sand to sandy clay. The fill contains a variable refuse and debris content. Debris was typically composed of wood, asphalt, concrete, drywall, fabric, and trash. The fill frequently had a moderate to strong petroleum odor. Intervals of petroleum-stained soil were also encountered.

The natural soils consisted of silty sand, sandy clay, and sandy gravel. The natural soils were medium dense and slightly moist. Neither groundwater or bedrock were encountered in the test holes.

A laboratory testing program was performed on representative samples encountered in the test holes. The laboratory testing program included:

Moisture Content;
Sieve Analysis; and
Atterberg Limits.

Laboratory test results are summarized on Table 1.

It is our understanding, the proposed road will be a total of two lanes wide. Development to be serviced by the road has not been determined. We anticipate the area will be developed with commercial office/warehouse structures.

The existing fill is generally loose and contains a variable amount of debris. This fill is prone to long-term settlement due to moisture and decomposition of the debris. We recommend the existing fill be removed from below the proposed road. Removals should extend a minimum of fifteen feet laterally beyond the edge of the road. The resulting excavation should be backfilled with structural fill as detailed in the City of Albuquerque "Standard Specifications for Public Works Construction."

It appears possible the existing fill may be reused as structural fill. It would be necessary to screen the existing fill to remove the debris and oversize material. If the existing fill is to be reused, we suggest that legal counsel be obtained to confirm that it is legal to reuse the existing soil — in particular the soils which are contaminated with petroleum products. It may not be possible to reuse the contaminated soil. It may be necessary to dispose of the contaminated soil at a licensed landfill. A permit may be required from the State Environment Department to excavate, transport, or reuse the existing fill.

Due to the substantial earthwork required, we do not know what soils will be placed for the surficial pavement subgrade. For purposes of this design we have assumed a silty sand subgrade, which will exhibit an R-value of 50 or greater. During construction, testing must be performed to determine the actual R-value of the subgrade soils. If the subgrade soils exhibit an R-value less than 50, modification of the pavement design will be necessary.

The pavement recommendations presented herein are based upon procedures specified in Section 23 of the City of Albuquerque Development Process Manual.

Traffic projections were not available at the time this report was prepared. For pavement design purposes, we have assumed twenty trucks per day for the six large lots and ten trucks per day for the five smaller lots. We have assumed trucks will compose 7% of the total traffic volume. If actual traffic will vary from our assumptions, this office should be notified.

Traffic Distribution as specified by the City of Albuquerque Development Process Manual is tabulated below:

Traffic Distribution (Percent)					
<u>SUT</u>	<u>STT</u>	<u>MTT</u>	<u>Bus</u>	<u>Other</u>	<u>Auto</u>
3.0	1.0	1.0	0.0	20	75

- SUT = Single Unit Truck
- STT = Single Trailer Truck
- MTT = Multi-Trailer Truck
- OTHER = Other Four Wheel Vehicle

Our analysis assumed 100% of the traffic in the design lane. No growth factor was applied as traffic is for a fully developed condition.

To evaluate equivalent single axle loads (ESALs) the following equivalency factors as specified by the City of Albuquerque were utilized:

<u>Vehicle Type</u>	<u>ESAL Factor</u>
Passenger Car	0.0008
Single Unit Truck	0.1890
Single Trailer Truck	2.3719
Multi-Trailer Truck	2.3187
Other 4 Wheel Vehicle	0.0087
Bus	0.6808

The following ESALs and required structural number were calculated:

	<u>ESALs</u>	<u>Required Structural Number</u>
Tract T-4	973,582	2.72

To evaluate the required pavement section, the following structural coefficients were utilized in our analysis:

<u>Material</u>	<u>Coefficient</u>
Asphaltic Concrete	0.42
Aggregate Base Course	0.10

Additional design coefficients utilized in our analysis are:

Design Period*	20 years
Regional Factor	2.0
Serviceability Index	2.5
Design R-Value	50
Design Soil Support Value	6.45

*Periodic pavement maintenance will be required during this period.

Calculations to determine the required pavement section are attached.

We suggest the following asphaltic concrete pavement sections:

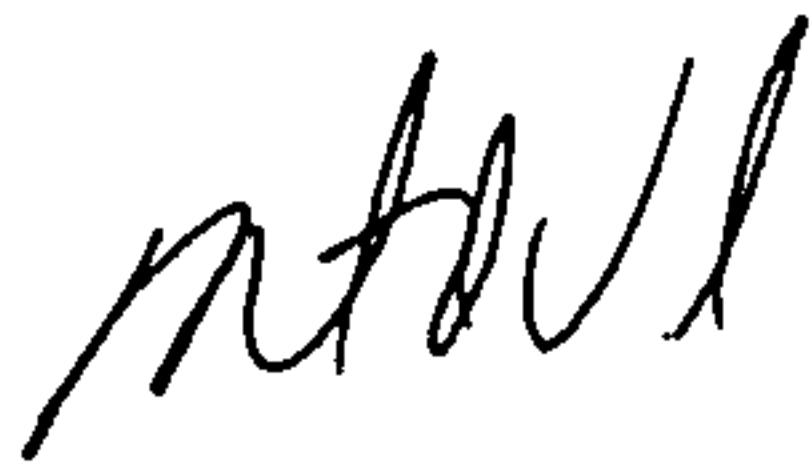
Asphaltic Concrete	6.5"
Aggregate Base Course	—

Earthwork for the project should be performed as detailed in the City of Albuquerque "Standard Specifications for Public Works Construction."

Aggregate Base Course, if used, should consist of Class I or Class II material as specified in the City of Albuquerque "Standard Specifications for Public Works Construction." Base course should be compacted to a minimum of 95% of maximum density as determined by ASTM D-1557.

Should you have any questions regarding this letter, please call.

Sincerely,
Vinyard & Associates, Inc.

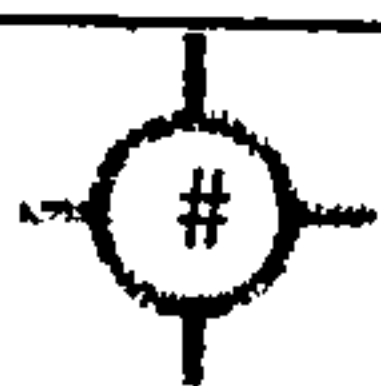
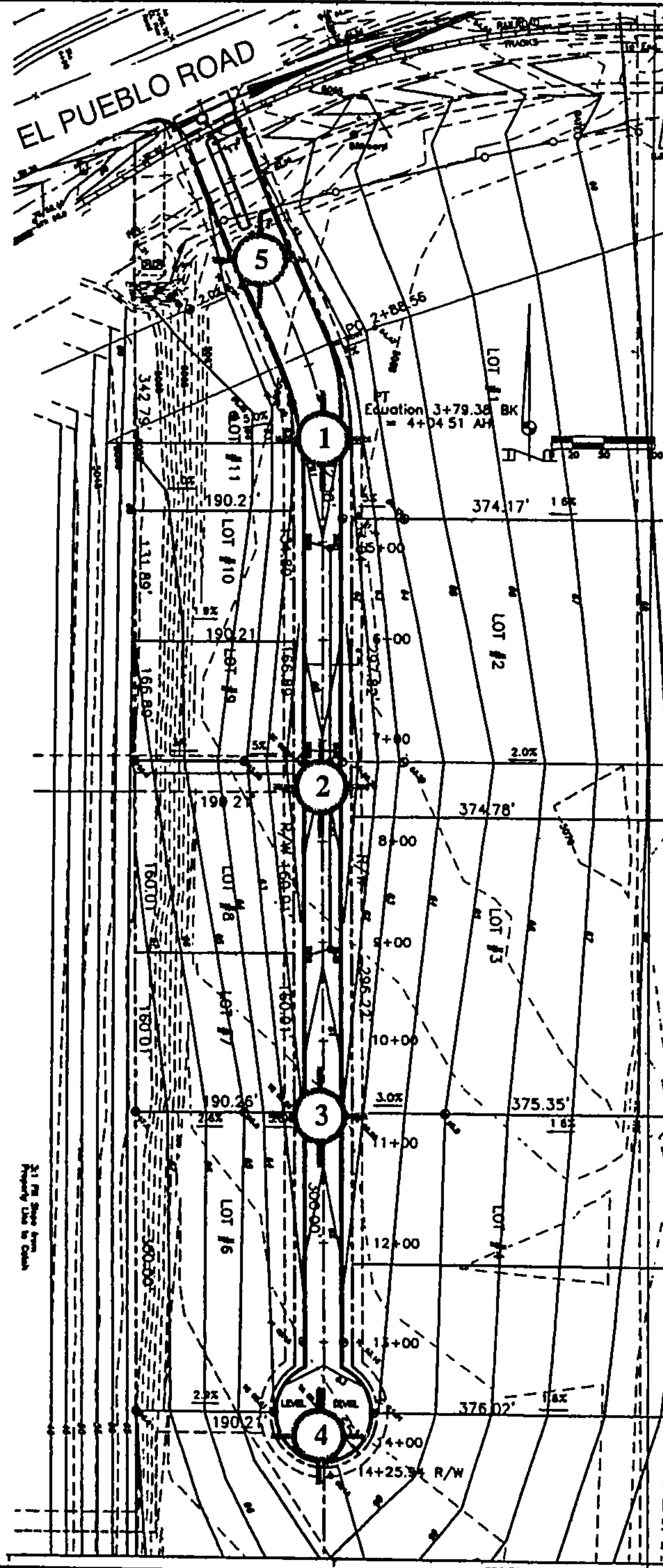


Martin D. Vinyard, P.E.



MDV/er

Road within Tract T-4 of Vista del Norte



TEST HOLE LOCATION

Plan is not to scale



V

LOG OF TEST HOLE NO. 1

& Project: Road Within Tract T-4 of Vista del Norte Project No.: 05-1-188
 A Elevation - Top of Test Hole: Original Grade Date Drilled: 6/20/2005
 Depth to Groundwater: Not Encountered Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
5	44	R	119	4.2	1	SM	FILL - SAND, very silty, fine grained, gravelly, slightly moist, brown
							Silty, dense, medium moist, pushing gravel
	29 NR	R	5.1	1			Very silty, slight gravel, medium dense
		B					
10	19	S		1.4		SP-SM	SAND, slightly silty, fine to coarse grained, gravelly, medium dense, medium moist, brown
15	47	S				GM	GRAVEL, silty, fine to medium grained, slightly moist, brownish gray
							Dense, pushing gravel
	Bounce 300NR	B	1.7				
20		S					
25							Bottom of hole at 21½'
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 2

V

LOG OF TEST HOLE NO. 2

&

Project: Road Within Tract T-4 of Vista del Norte Project No.: 05-1-188A Elevation - Top of Test Hole: Original Grade Date Drilled: 6/20/2005Depth to Groundwater: Not Encountered Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
		B		9.8	1,2	SC	FILL - SAND, very clayey, fine grained, trace gravel, slightly moist, brown
5	28	R	93	9.2	1,2	SM	FILL - SAND, silty, fine to medium grained, slight gravel, medium dense, slightly moist, brown, with clay lens
10	46	R	129	4.1	1,2	SC	FILL - SAND, clayey, fine to medium grained, gravelly, dense, slightly moist, brown, pushing gravel
	10	S		8.0	1	SM	FILL - SAND, very silty, fine grained, trace gravel, loose, slightly moist, orangish brown
15						SC	FILL - SAND, very clayey, fine grained, trace gravel, slightly moist, brown
20	7	S		6.4		SC-SM	FILL - SAND, clayey-silty, fine grained, trace gravel, loose, slightly moist, brown
	8	S		9.0		SM	SAND, very silty, fine grained, trace gravel, loose, slightly moist, orangish brown
25							Bottom of hole at 21 1/2'
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 3

V

LOG OF TEST HOLE NO.

3

&

Project: Road Within Tract T-4 of Vista del Norte Project No.: 05-1-188A Elevation - Top of Test Hole: Original Grade Date Drilled: 6/20/2005Depth to Groundwater: Not Encountered Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
						SM	FILL - SAND, silty, fine to medium grained, slight gravel, medium moist, brown, with clay
5	35 NR	R		4.8	1	SC- SM	FILL - SAND, clayey-silty, fine grained, gravelly, dense, medium moist, brown, pushing gravel
		B					
	72 NR	R					Pushing cobble
10		B		10.1	1	SM	FILL - SAND, very silty, fine grained, trace gravel, moist, brown
	30	S		7.7	1		Fine to medium grained, gravelly, dense, medium moist, brown, with oily aggregate
15	5	S		32.7		CL	FILL - CLAY, sandy, fine grained, very moist, gray, with trace wood fragments, oily odor
20	12	S		19.2			Black with trace wood fragments and oily, organic odor
25							Bottom of hole at 21½'
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 4

& Project: Road Within Tract T-4 of Vista del Norte Project No.: 05-1-188
 A Elevation - Top of Test Hole: Original Grade Date Drilled: 6/20/2005
 Depth to Groundwater: Not Encountered Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
5	46	R	114	5.2	1	SM	FILL - SAND, silty, fine to medium grained, gravelly, slightly moist, gray
							Very gravelly, dense, brownish gray
	25 NR	R		3.1	1		Pushing cobble
		B					Medium moist, grayish brown
10	24	S		2.8			Black, oily odor
15	18	S		7.6			Trace amounts of cloth and tire debris
20	Bounce 41	S		7.5			Very silty, oily with oily odor
25							Bottom of hole at 21½'
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 5

V

LOG OF TEST HOLE NO. 5

& A Project: Road Within Tract T-4 of Vista del Norte Project No.: 05-1-188
 Elevation - Top of Test Hole: Original Grade Date Drilled: 6/20/2005
 Depth to Groundwater: Not Encountered Drilling Method: 7" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
5	27	R	117	8.4	1	SM	FILL - SAND, silty, fine to medium grained, trace gravel, slightly moist, light brown Gravelly, medium dense, light brown
50	50	R		4.0	1		Fine to coarse grained, dense, light brown
10	3	S		7.1			Fine grained, trace gravel, very loose, orangish brown
15	6	S		6.0	1		Loose
20	20	S		11.4			Very silty, medium dense, moist, light brown
25							Bottom of hole at 21½'
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 6

NOTES - LOGS OF TEST HOLES

Test hole locations were determined by compass bearing and pacing distances from known topographic points.

"Drilling Method" refers to the equipment utilized to advance the test hole. A six-inch outside diameter, continuous flight, hollowstem auger was utilized.

"S" under "Sample Type" indicates a Standard Penetration test (ASTM D-1586). The Standard Penetration sampler is 2 inches in outside diameter and 1 3/8 inches inside diameter.

"R" under "Sample Type" indicates a 3-inch outside diameter by 2.5-inch inside diameter sampler. The sampler is lined with 1-inch high brass rings.

"B" under "Sample Type" indicates a bulk sample.

"Blows Per Foot" indicates the number of blows of a 140-pound hammer falling 30 inches required to drive the indicated sampler 12 inches.

"NR" under "Blows/Foot" indicates that no sample was recovered.

"Dry Density PCF" indicates the laboratory determined soil dry density in pounds per cubic foot.

"Water Content %" indicates the laboratory determined soil moisture content in percent (ASTM D-2216).

"Unified Classification" indicates the field soil classification as per ASTM D-2488. When appropriate, the field classification is modified based upon subsequent laboratory tests.

Variations in soil profile, consistency, and moisture content may occur between test holes. Subsurface conditions may also vary between test holes and with time.

SUMMARY OF LABORATORY TEST DATA

Test Hole	Depth (feet)	Unified Classification	Natural Dry Density (pcf)	Natural Moisture Content (%)	Atterberg Limits		SIEVE ANALYSIS-% PASSING BY WEIGHT										Description
					LL	PI	1 1/2"	3/4"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200	
1	2	SM	119	4.2			100	96	88	85	81	77	70	57	44	23.5	SAND, silty, gravelly
1	6	SM		5.1				100	92	81	75	69	62	53	42	28.4	SAND, silty, gravelly
1	10			1.4													
1	17			1.7													
2	0	CL		9.8	26	8			100	91	89	88	88	72	63	55.1	CLAY, very sandy
2	2	SM	93	9.2	NV	NP		100	96	93	91	87	76	50	22	14.7	SAND, silty
2	5	SM-SC	129	4.1	23	6	100	68	62	58	57	49	44	31	19	17.9	SAND, silty-clayey, gravelly
2	10	SM		8.0				100	97	94	92	90	84	73	58	35.9	SAND, silty
2	15			6.4													
2	20			9.0													
3	3	SM		4.8			100	98	90	79	74	69	59	40	27	19.2	SAND, silty, gravelly
3	6	SM		10.1				100	97	95	92	87	77	56	38	27.2	SAND, silty
3	10	SM		7.7				100	94	90	85	81	70	52	37	25.1	SAND, silty, gravelly
3	15			32.7													
3	20			19.2													
4	2	GP-GM	114	5.2			100	95	66	50	39	31	24	18	11	6.2	GRAVEL, sandy, slightly silty
4	6	SM		3.1				100	81	72	64	59	52	36	20	13.2	SAND, silty, gravelly
4	10			2.8													
4	15			7.6													
4	20			7.5													

V & A Project No.: 05-1-188

Project : Road w/in Tract T-4 of Vista del Norte

Table No. : 1

V
&
A

DESIGN COMPUTATIONS

Tract T-4 of Vista del Norte

Street Classification Local

Traffic Lanes Each Direction 1

Traffic estimate

Lot Size	# of Lots	Truck trips Per Day Per Lot	Total Trucks Per Day
Large	6	20	120
Small	5	10	50
Total Trucks			170

% Traffic In Design Lane 100%

Total Traffic= $170/.07=$ 2,429

	Traffic Distribution	ESAL Factor
Single Unit Trucks	3.00%	0.189
Single Trailer Trucks	1.00%	2.3719
Multi Trailer Trucks	1.00%	2.3187
Automobile	75.00%	0.0008
Other 4 Wheel	20.00%	0.0087
Bus (Estimated)	0.00%	0.6808

Annual Growth Rate 0%

Design Life (Years) 20

$$ESAL = 2429 * 20 * 365 * (.03 * .189 + .01 * 2.3719 + .01 * 2.3187 + .75 * .0008 + .2 * .0087 + 0.0 * .6808)$$

ESAL= 973,582

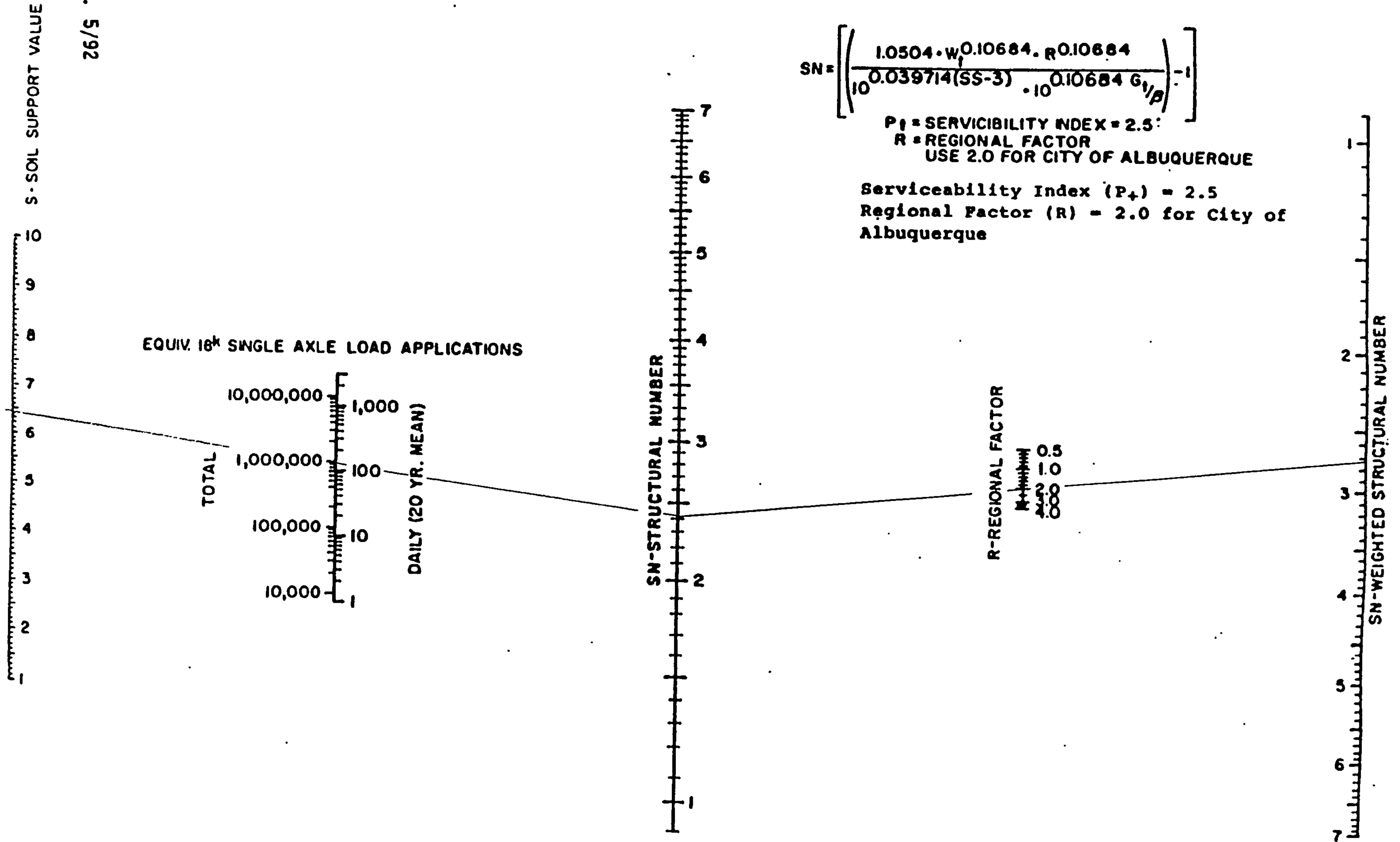


FIGURE 23.4.2

DESIGN CHART
FLEXIBLE PAVEMENTS
20-YEAR TRAFFIC ANALYSIS

FIGURE 23.4.3 - STRUCTURAL DESIGN COMPUTATION FORM

PROJECT NAME: TRACT T-4
 PROJECT NO. : 05-1-188
 DESIGN ADL _____
 DESIGN SN 2.72

STREET: TRACT T-4
 FROM: _____
 TO: _____
 COMPUTED BY: MV

Alternate	Subbase	CTB	BTB	ABC	AC	PMSC	SN
A	x(.08)=	x(.2)=	x(.25)=	x(.1)=	x(.42)=	x(.25)=	
B					6.5(.42)		2.73
C							
D							
E							
F							

Design SN _____

V
&
A

2003 SUBSURFACE INVESTIGATION

**GEOTECHNICAL INVESTIGATION
OFFICE/WAREHOUSE
ADJACENT TO VISTA del NORTE**

**Prepared for:
Brunacini Development**

Project No.: 03-1-102

April 11, 2003

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1.0 INTRODUCTION

This report presents the results of our preliminary geotechnical investigation for the proposed office/warehouse to be located adjacent to the Vista del Norte development.

The investigation was performed to determine site subsurface conditions; and, based upon the conditions observed in the test holes, to develop preliminary geotechnical recommendations for:

Foundation Design;
Slabs-on-Grade;
Lateral Earth Pressures;
Site Grading; and
Earthwork Construction.

The conclusions and recommendations presented are based on information provided to us regarding the proposed development, on subsurface conditions disclosed by the test holes, on laboratory testing, and upon the local standards of our profession at the time this report was prepared.

This investigation was not performed to determine the presence of potentially hazardous waste or radon gas. Determination of the presence of potentially hazardous materials was beyond the scope of this investigation and requires the use

of exploration techniques and analytic testing which were not appropriate for this investigation. If desired, Vinyard & Associates, Inc. will perform an environmental audit of the site.

2.0 PROPOSED CONSTRUCTION

Based upon information obtained from personnel with Brunacini Development, we anticipate the site will be developed with an office/warehouse complex. The proposed buildings will be constructed utilizing tilt-up concrete construction with a bar joist roof. The ground floor will be a conventional concrete slab-on-grade or a post-tensioned concrete slab-on-grade. No basements or below grade structures are anticipated. The maximum column and bearing wall loads (dead plus live) are not anticipated to exceed 50 kips and 5 kips per linear foot, respectively. If structure loads or configuration differ from those indicated in this report, this office should be notified.

Final site grading plans were not available during preparation of this report. We anticipate that limited cut/fill earthwork will be required to develop the site.

3.0 SITE CONDITIONS

The site is bound to the east by the AMAFCA North Diversion Channel. The site is bound on the remaining sides by undeveloped land. There is no significant vegetation on-site. The site slopes slightly to the southwest.

The site was historically used as a construction debris landfill. The type of material disposed and the method of disposal were not controlled.

4.0 SITE SUBSURFACE CONDITIONS

To explore the site subsurface conditions, six test holes were drilled at the approximate locations shown on the Site Plan, Figure 1. As shown on the Logs of Test Holes, Figures 2 through 7, the soils encountered in the test holes consisted of two distinct materials. The test holes drilled along the eastern side of the site encountered soil. The test holes drilled along the western portion of the site encountered uncontrolled fill and landfill debris to depths of as much as 29'.

The soils encountered along the eastern portion of the site are composed of slightly silty sands to clayey sands. The sands are fine to course grained with a trace of gravel. The sands are predominantly medium dense with some loose layers. The soils were slightly moist. The landfill debris encountered in the western test holes was highly variable in composition. The debris appeared to be a mixture of soil and construction debris. The construction debris included wood, asphalt, concrete, and drywall.

Neither flowing groundwater nor bedrock was encountered in the test holes to a depth of thirty-one feet, the maximum depth of exploration. However, groundwater conditions may change with time due to precipitation, variations in groundwater level, seepage from ponding areas, or leaking utilities.

The soils encountered in the test holes exhibit a limited consolidation potential under the anticipated structural loads. Limited consolidation (collapse) occurs when site soils increase in moisture content. Refer to Figures 9 through 12.

The test holes allow observation of a very small portion of the soils below the site. Significant variations in subsurface conditions may occur across the site which were not disclosed by the test holes.

5.0 LABORATORY TESTING

A laboratory testing program was performed on samples obtained during the field investigation which appeared representative of the soils encountered in the test holes. The laboratory testing program was structured to determine the physical properties of the soils encountered in the test holes necessary for development of geotechnical recommendations.

The laboratory testing program included:

- Moisture Content;
- Dry Density;
- Sieve Analysis;
- Atterberg Limits; and
- Consolidation/Collapse.

Moisture Content and Dry Density tests were performed to evaluate the in-place soil density and moisture content. Test results help to evaluate settlement potential. Test results indicate the soils encountered in the test holes are medium dense with an average dry density of approximately 110 pcf. Natural moisture content averaged approximately five percent. Test results are presented on the Logs of Test Holes, Figures 2 through 7, and are summarized on Table 1.

Sieve Analysis and Atterberg Limits tests were performed to confirm field soil classifications and to provide information on general physical soil properties. Test results are presented on Table 1.

Consolidation/Collapse tests were performed to evaluate structure settlement and to determine the effect of water on site soils. The tests indicate the tested soils are slightly compressible under anticipated loads. Limited additional settlement occurred when the tested soils increased in moisture content. Test results are presented on Figures 9 through 12.

6.0 FOUNDATIONS

6.1 General

The landfill debris poses a significant problem for the proposed construction. The debris is prone to substantial settlement under the weight of the structure. Additionally, the debris will settle over the long-term due to the slow decomposition

of the organic matter such as wood. This decomposition process also produces methane gas which if allowed to accumulate in structures is potentially explosive.

Presented below are preliminary foundation recommendations for two options to deal with the debris. The first option requires removal and either on-site or off-site disposal of the debris. With this option it is possible to use a conventional foundation system and a conventional slab-on-grade. The second option assumes the majority of the debris is left in place — which requires the use of a drilled pier foundation system which penetrates through the debris and bears in the underlying natural ground. This second option requires the use of either a structural floor over a crawl space, or a post-tensioned slab-on-grade.

Due to the complexity of the site, the following recommendations should be considered preliminary. When building locations are finalized a site-specific geotechnical investigation should be performed. Additionally, with selective building location it may be possible to reduce the quantity of debris removal. We suggest the building be located as far to the east as possible.

6.2 Conventional Foundations

If the debris is removed from below the proposed structure, the proposed building may be supported on conventional spread and strip footings bearing on a minimum of six feet of engineered fill. Engineered fill should extend laterally beyond the building perimeter a minimum of six feet or ½ the depth of removal,

whichever is greater. Foundations may be designed for an allowable bearing pressure of 2000 pounds per square foot. This value may be increased by one-third for short-term loads due to wind and earthquakes. If it is not feasible to implement the site grading, drainage, and landscaping recommendations presented herein, an alternate foundation system may be required. This office should be contacted for additional recommendations.

The base of exterior footings should be embedded a minimum of eighteen inches below lowest adjacent grade. The base of interior footings should be embedded a minimum of twelve inches below finish pad grade. Spread and strip footings should be a minimum of twenty-four and eighteen inches wide, respectively. However, local building codes may require greater dimensions.

Lateral foundation loads will be resisted by a combination of passive soil pressure against the sides of footings and friction along the base. A passive soil resistance of 300 pounds per cubic foot may be utilized for design. Frictional resistance may be determined by multiplying foundation dead load by a coefficient of friction of 0.40.

Prior to fill placement the natural soils should be scarified to a depth of eight inches and moistened to a near optimum moisture content ($\pm 3\%$). The exposed soils should then be compacted to a minimum of 95% of maximum density as determined by ASTM D-1557. All fill below structures should be placed and compacted as detailed in the attached Appendix. Prior to pouring concrete footing excavations

should be cleaned of any slough, loose soil, or debris. Footing excavations should be compacted as detailed in the attached Appendix.

Foundations designed and constructed as described herein are not anticipated to settle more than one inch. The majority of this settlement should occur during construction. Differential settlement between adjacent column footings should not exceed one-half of the above value. The above settlement estimates are based on the assumption the site soils will not be allowed to increase in moisture content and that the site grading, drainage, earthwork, and landscaping recommendations presented in this report will be fully implemented.

Foundations should be designed and constructed to tolerate the above settlement. Foundations should be designed by a qualified structural engineer.

To reduce the affect of settlement on the structure, we suggest that all stucco be fiberglass reinforced. Periodic control joints should be utilized in the stucco particularly at window and door corners. Periodic control joints should also be utilized in masonry walls.

Based upon the results of this investigation and our previous experience in the site vicinity a Uniform Building Code Soil Profile Type of S_D or an International Building Code Site Classification of "D" may be utilized for design.

6.3 Drilled Piers

The proposed structures may be founded upon drilled piers, which penetrate through the debris and bear in the underlying natural ground. With this option the majority of the debris may be left in place. We anticipate drilled piers would be on the order of 50' in total length. The wall panels of the proposed structures would be placed upon grade beams spanning between the drilled piers. The base of exterior grade beams should be embedded a minimum of eighteen inches below lowest adjacent grade. Grade beams and piers should be isolated from the slab. Some settlement of the slab will occur.

Drilled piers should be reinforced with a steel cage. Foundations and steel reinforcement should be designed by a qualified structural engineer.

Prior to pouring concrete, the base of excavations should be mechanically cleaned of any slough, loose soil, or debris. Personnel should not stand next to or enter uncased holes. Drilled shafts should not be left open. Shafts should be filled with concrete shortly after drill. Concrete should be pumped or tremied.

The clean and slightly silty sands may cave and slough during pier drilling. Temporary casing may be necessary to stabilize the borings. Drilled shafts should be constructed as detailed in section 502 of the NMSHTD Standard Specifications for Highway and Bridge Construction.

Personnel should not enter or stand next to uncased pier holes.

When building locations are finalized, a site-specific investigation should be performed.

7.0 CONCRETE SLABS-ON-GRADE — ALL DEBRIS REMOVED

If the fill and debris is completely removed from below the proposed structures, a conventional concrete slab-on-grade may be utilized. Slabs should be isolated from all foundations, stem walls, and utility lines. Frequent joints should be scored or cut in slabs to control the location of cracks.

Thickened slabs may be utilized to support interior partitions. Thickened slabs should be a minimum of twelve inches in width and should be designed to exert a maximum earth pressure of 500 pounds per square foot. Wall loads on thickened slabs should not exceed 800 pounds per linear foot. The thickness and reinforcement should be determined by a qualified structural engineer.

Slabs should be adequately reinforced. Reinforcement should be placed in the middle of the slab.

If moisture sensitive floor covering is utilized, the flooring manufacturer should be contacted to determine the necessity of a vapor barrier. The moisture barrier may consist of a 6-mil polyethylene film or equivalent. The barrier may be

overlain with one or two inches of clean sand to provide a working surface and reduce shrinkage cracking.

Prior to placing slabs or structural fill, the natural soils should be stripped of vegetation, scarified to a depth of eight inches, and moistened to a near optimum ($\pm 3\%$) moisture content. The exposed soils should then be compacted to a minimum of 95% of maximum density as determined by ASTM D-1557. All fill below slabs should be placed and compacted as detailed in the attached Appendix.

8.0 FLOOR SLABS — DEBRIS LEFT IN PLACE

If the proposed structures are supported on drilled piers, the debris may be left in place below the structure. However, to provide more uniform support, slabs should bear on a minimum of five feet of structural fill. The slab should be either a heavily reinforced conventional slab or a post-tensioned slab. This option is only applicable for warehouse applications. The floor of office areas should be a structural floor supported on drilled piers over a crawl space.

Some settlement of the slab will occur. Due to the variability of the debris we cannot determine the magnitude of this settlement. If the owner is not willing to assume the risk of the settlement, the debris should be removed from below the proposed structure and a conventional slab-on-grade should be utilized.

9.0 EARTHWORK

9.1 General

The recommendations presented in this report are based upon the assumption that site earthwork will be performed as recommended in this report and the attached Appendix. Presented below is a summary of the site earthwork recommendations. Detailed earthwork procedures are presented in the attached Appendix.

9.2 Clearing and Grubbing

Prior to placing structural fill, all borrow and fill areas should be stripped of vegetation and deleterious materials. All strippings should be hauled off-site or utilized in landscaped areas.

9.3 Excavation

We anticipate that on-site soils can be excavated with conventional earthwork equipment. Occasional cobbles or boulders may be encountered during excavation. Cobbles and boulders should be disposed of off-site or utilized for landscaping. Cobbles and boulders should not be placed within structural fills.

The debris placed in the landfill appears to be uncontrolled. Potentially hazardous material may be encountered. A site-specific health and safety plan should be developed prior to excavation.

An excavation permit may be necessary from the State Of New Mexico Environmental Improvement Division and/or the City of Albuquerque.

9.4 Natural Ground Preparation

Prior to placing structural fill and subsequent to final grading in cut areas, the exposed soils should be scarified to a depth of eight inches and moisture conditioned to a near optimum ($\pm 3\%$) moisture content. The exposed soils should then be compacted to a minimum of 95% of maximum density as determined by ASTM D-1557. If vibratory compaction poses a threat to nearby structures, static compaction should be utilized.

9.5 Fill Placement and Compaction

Structural fill should be placed in horizontal lifts a maximum of eight inches in loose thickness, moisture conditioned to a near optimum moisture content, and mechanically compacted. Fill below footings and slabs should be compacted to a minimum of 95% of maximum dry density as determined by ASTM D-1557. On-site native soils appear suitable for re-use as engineered fill.

9.6 Observation and Testing

Placement and compaction of structural fill should be observed and tested by a qualified geotechnical engineer or his representative. The purpose of the observation and testing is to confirm that the recommendations presented herein are followed and to provide supplemental recommendations, if subsurface conditions differ from those anticipated.

Foundation excavations should be observed by a qualified geotechnical engineer, or his representative, prior to placement of reinforcement or concrete. The purpose of the observation is to determine if the exposed soils are similar to those anticipated.

10.0 SITE GRADING AND DRAINAGE

The site soils are slightly collapsible if allowed to increase in moisture content. Additionally, the debris is very moisture sensitive. If the debris is allowed to increase in moisture content, it will settle. Upon an increase in moisture content, the debris will produce more methane. To reduce the risk of structure settlement and reduce methane production, the site should be graded to rapidly drain away from structures. We suggest a minimum four percent gradient within at least the first ten feet away from structures in areas not protected by sidewalks and pavement. Splash blocks should be utilized below down spouts and canales.

No ponding areas should be allowed on-site unless they are fully lined. Ponding areas should be located as far away from structures as possible, a minimum of twenty feet. If this criteria cannot be met, this office should be contacted for supplemental recommendations.

Roof gutters and downspouts should be utilized. Water should run off rapidly.

11.0 LANDSCAPING

Landscaping adjacent to structures should be designed and constructed to minimize the potential for wetting of soils supporting the proposed facilities. If soils supporting the proposed facilities are allowed to increase in moisture content, significant localized settlement will occur.

In areas where debris is left in place, trees and shrubs should be planted in above-grade closed bottom planters. The planters should include weep holes to prevent root rot. The weep holes should discharge to a hard surface or to a drain system. Grass should not be utilized in areas where debris is left in place.

In areas where the debris is removed, trees and shrubs within five feet of structures should be hand watered or watered using controlled drip irrigation. If drip irrigation is used, emitters should discharge no more than one gallon per hour. If grass must be planted within five feet of structures, watering should be carefully

controlled to prevent overwatering. Grassed areas adjacent to structures should be sloped so that excess irrigation water will run off promptly. Sprinkler lines and drip irrigation mains should be located a minimum of five feet away from foundations.

Mowing strips, planters and sidewalks should not "dam" water adjacent to structures. If necessary, mowing strips should be perforated to allow water to flow away from structures.

All interior planters should be closed bottom and watertight.

12.0 UTILITIES

The site soils are collapsible if allowed to increase in moisture content. If post-construction water or sewer line leaks occur, localized settlement may result. Following installation, all water and sewer lines should be pressure checked for leaks. Any leaks found should be repaired. Backfill in utility line trenches below slabs and pavement should be compacted to a minimum of 90% of maximum density as determined by ASTM D-1557. Below slab utility trenches should be as narrow as can be properly compacted. To reduce the possibility of breaking utility lines with compaction equipment, heavy compactors should not be utilized.

Utility trenches may not be compacted to the same degree as the remainder of the building pad. Therefore, wall footings and thickened slabs should not be placed

longitudinally over utility lines. Additionally, column footings should not be placed over utility trenches.

To the extent possible, utilities should be placed in the ceiling rather than below slabs.

13.0 TRENCHES AND EXCAVATIONS

All trenches greater than four feet in depth must be sloped, shored or braced, or otherwise supported according to OSHA Construction and Safety Standards. Material excavated from the trench or spoil must be placed a minimum of two feet from the edge of the excavation. The spoil should be retained in an effective manner such that no loose material can fall into the excavation.

Temporary construction excavations should be sloped no steeper than 1½:1 (horizontal:vertical). Limited raveling of slopes will occur particularly as the exposed soils dry out. Heavy equipment and material stockpiles should be located a minimum of five feet from the top of slope.

AMAFCA should be contacted to determine if excavations on-site would have an adverse impact on the adjacent North Diversion Channel.

14.0 METHANE CONTROL

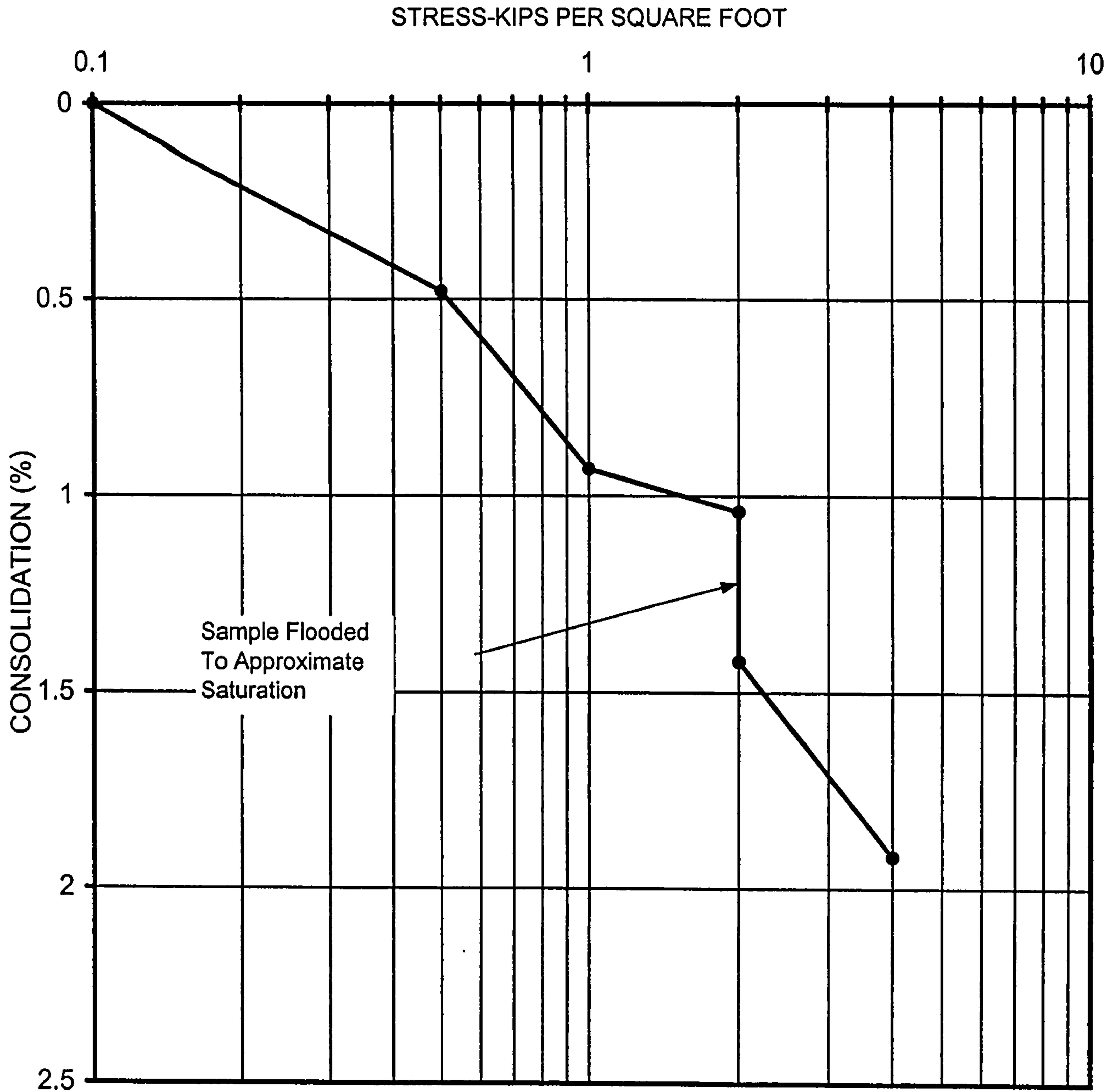
Presented below is a brief discussion of the procedures necessary to control methane gas. We anticipate site-specific recommendations will be prepared for each structure.

The slow decomposition of landfill debris produces methane gas. Mixed with the appropriate amount of oxygen the methane gas is potentially explosive; therefore, measures must be taken to prevent the accumulation of methane gas in structures. Each of the structures within the development will require a methane control plan. Additionally methane barriers will be necessary at intervals on all the belowground public and private utilities.

The methane control system below a structure typically consists of a heavy plastic sheet placed immediately below the slab. Typically 6" to 8" of clean gravel is placed below the plastic. A series of perforated PVC pipes are placed in the gravel. The PVC pipes are vented to the atmosphere.

Methane barriers are necessary around both public and private utilities. The barriers are typically placed at 100' to 200' intervals. The barriers frequently include a vent to the atmosphere.

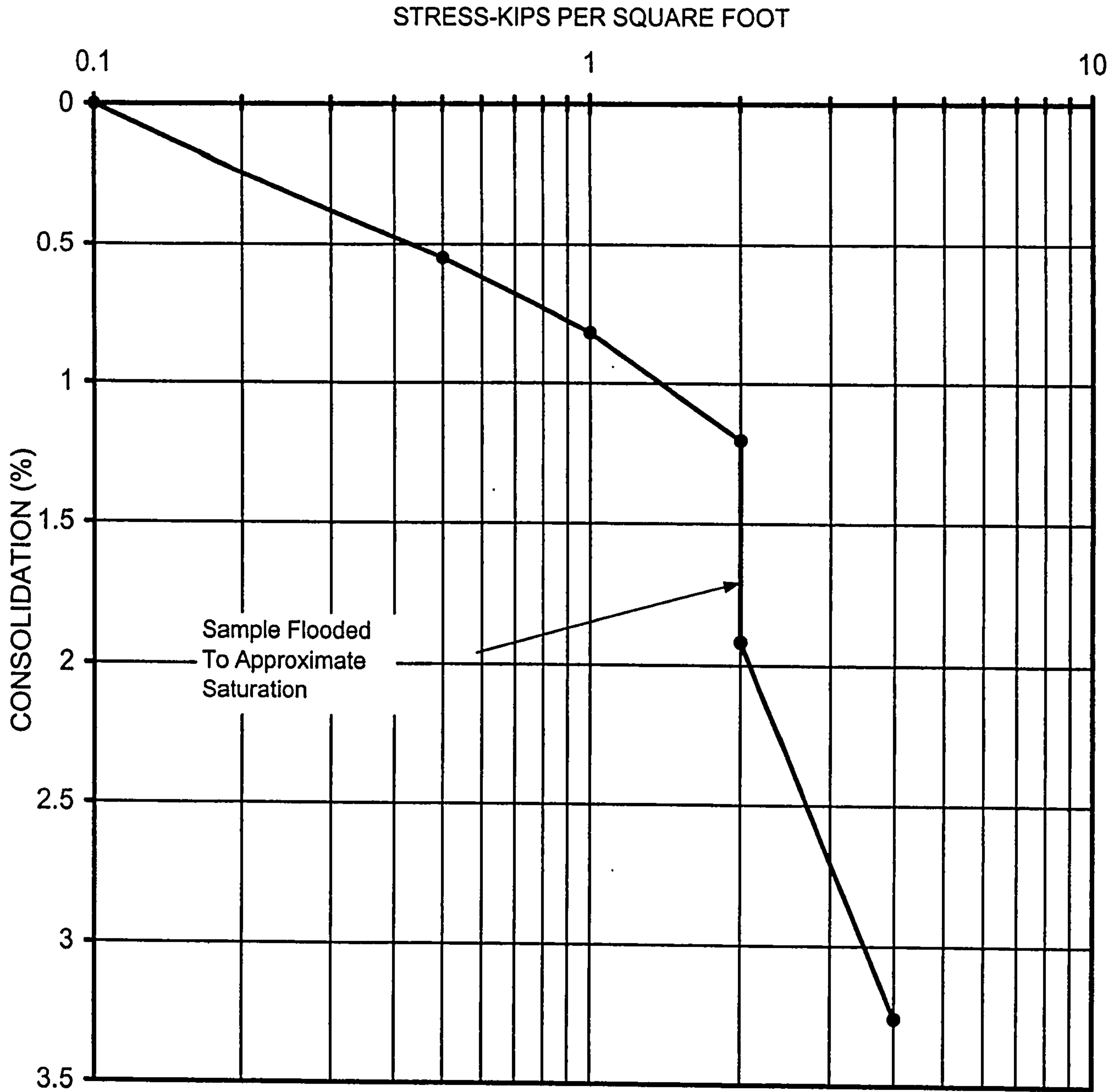
CONSOLIDATION TEST RESULTS



TEST HOLE NUMBER: 1
SAMPLE DEPTH: 2 FEET
SOIL CLASSIFICATION: CL
SOIL DESCRIPTION: CLAY, sandy
MOISTURE CONTENT (%): 11.7
DRY DENSITY: 102 lbs/cu ft

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Project No. 03-1-102
Figure Number : 9

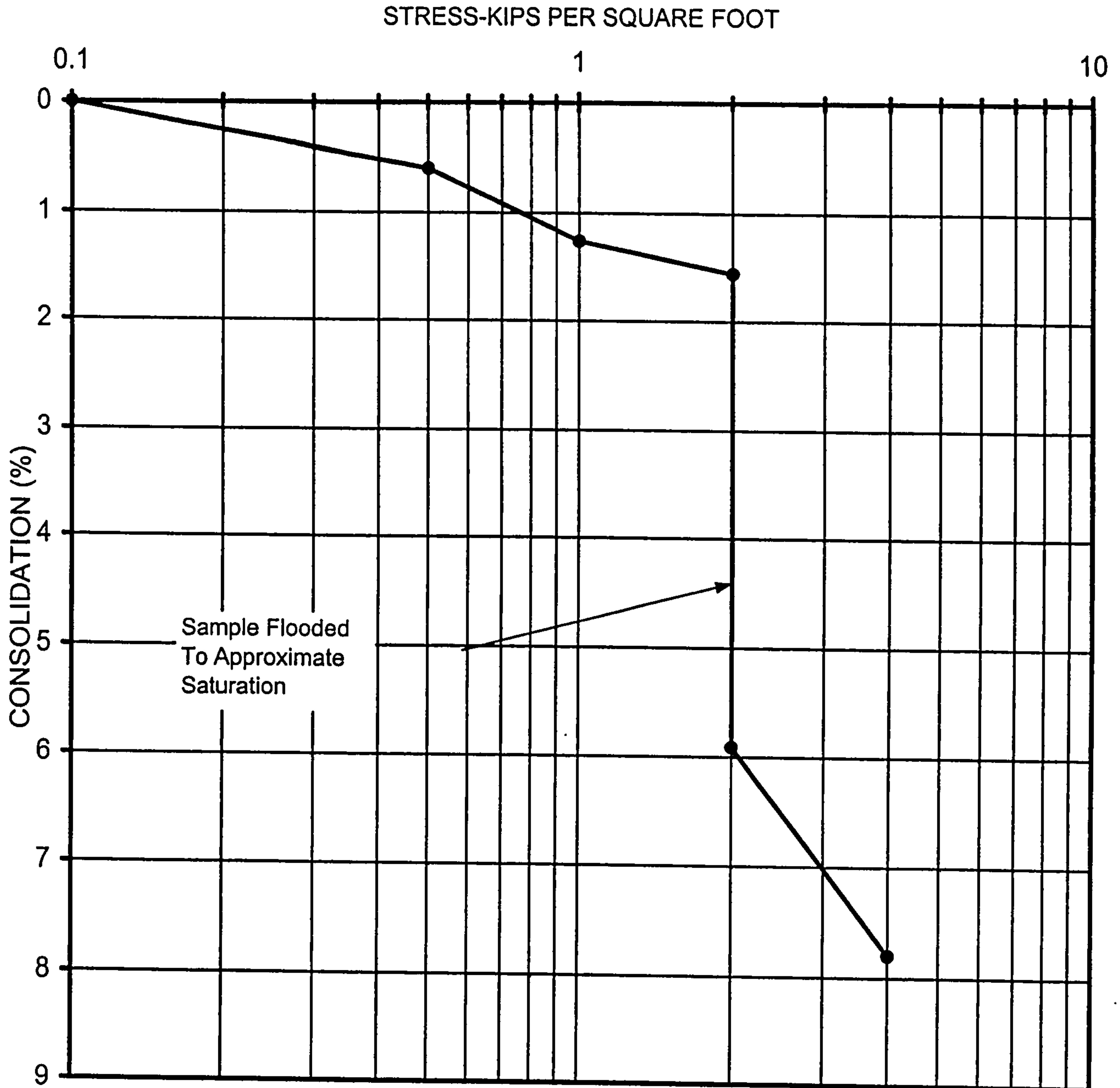
CONSOLIDATION TEST RESULTS



TEST HOLE NUMBER: 2
SAMPLE DEPTH: 5 FEET
SOIL CLASSIFICATION: SM
SOIL DESCRIPTION: SAND, silty
MOISTURE CONTENT (%): 9.4
DRY DENSITY: 112 lbs/cu ft

Vinyard & Associates, Inc.
Project No. 03-1-102
Figure Number : 10

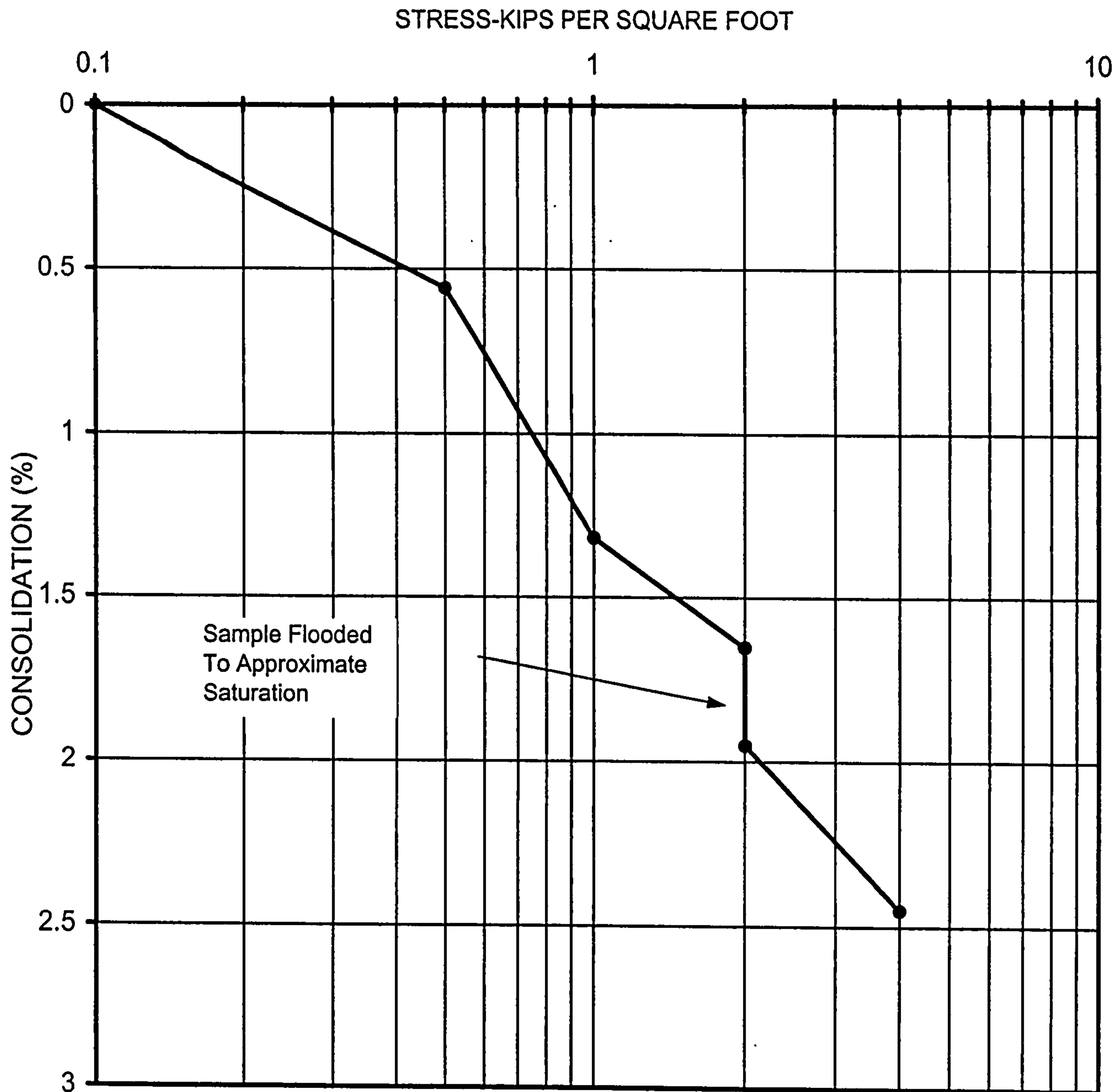
CONSOLIDATION TEST RESULTS



TEST HOLE NUMBER: 3
SAMPLE DEPTH: 2 FEET
SOIL CLASSIFICATION: SM
SOIL DESCRIPTION: SAND, silty
MOISTURE CONTENT (%): 8.7
DRY DENSITY: 108 lbs/cu ft

Vinyard & Associates, Inc.
Project No. 03-1-102
Figure Number : 11

CONSOLIDATION TEST RESULTS



TEST HOLE NUMBER: 5
SAMPLE DEPTH: 5 FEET
SOIL CLASSIFICATION: SM
SOIL DESCRIPTION: SAND, silty
MOISTURE CONTENT (%): 14.1
DRY DENSITY: 103 lbs/cu ft

Vinyard & Associates, Inc.
Project No. 03-1-102
Figure Number : 12

SUMMARY OF LABORATORY TEST DATA

Test Hole	Depth (feet)	Unified Classification	Natural Dry Density (pcf)	Natural Moisture Content (%)	Atterberg Limits		SIEVE ANALYSIS-% PASSING BY WEIGHT										Description
					LL	PI	1 1/2"	3/4"	3/8"	No. 4	No. 8	No. 16	No. 30	No. 50	No.100	No.200	
1	2	CL	102.0	11.7	28	9			100	99	99	98	97	93	85	69.8	CLAY, sandy
	5	SM	114.0	5.3							100	99	98	87	63	27.2	SAND, silty
	10			1.3													
	15			1.4													
2	2	SM	107.0	8.3				100	95	91	87	83	77	62	45	21.2	SAND, silty, slightly gravelly
	5	SM	112.0	9.4	NV	NP			100	99	98	96	87	67	49	28.8	SAND, silty
	10			0.8													
	15			1.1													
	20			0.5													
3	2	SM	108.0	8.7	NV	NP			100	99	98	96	91	79	56	26.7	SAND, silty
	5	SM	103.0	11.6				100	97	94	93	91	86	75	59	31.5	SAND, silty
	10			0.5													
	15			1.1													
	20			1.4													
4	2	GP	119.0	3.2				100	66	43	29	19	11	6	4	3.4	GRAVEL, very sandy
	5	SM	120.0	10.9				100	94	88	79	70	60	47	34	23.5	SAND, silty, gravelly
	10			7.8													
	15			4.0													
	20			8.7													
	25			45.3													

Appendix

EARTHWORK PROCEDURES

General

The Geotechnical Engineer shall be the Owner's representative to observe and evaluate the earthwork operations. The Contractor shall cooperate with the Geotechnical Engineer in the performance of the Engineer's duties.

Clearing and Grubbing

Prior to placing structural fill all borrow areas and areas to receive structural fill shall be stripped of vegetation and deleterious materials. Strippings shall be hauled offsite or stockpiled for subsequent use in landscaped areas or non structural fill areas as designated by the Owner or his representative and approved by the Geotechnical Engineer.

Site Preparation - Fill Areas

Prior to placing structural fill the areas to be filled shall be scarified to a depth of eight inches and moisture conditioned as described below. The area to be filled shall then be compacted to a minimum of 95 percent of maximum density as determined by ASTM D-1557 with a minimum of twenty passes of a vibratory compactor. The vibratory compactor shall exert a minimum dynamic force of twenty tons. If vibratory compaction techniques pose a threat to the structural integrity of near by facilities a fully loaded scraper shall be used. Any soft or "spongy" areas shall be removed as directed by the Geotechnical Engineer and replaced with structural fill as described herein.

Site Preparation - Cut Areas

Following excavation to rough grade all building and pavement areas shall be scarified to a depth of eight inches and moisture conditioned as described below. All building and paved areas shall be compacted to a minimum of 95 percent of maximum density as determined by ASTM D-1557 with a minimum of twenty passes of a vibratory compactor. The vibratory compactor shall exert a

minimum dynamic force of twenty tons. If vibratory compaction techniques pose a threat to the structural integrity of near by facilities a fully loaded scraper shall be used. Any soft or "spongy" areas shall be removed as directed by the Geotechnical Engineer and replaced with structural fill as described herein.

Foundation, Slab and Pavement Subgrade Preparation

Prior to placing reinforcement, footings, slabs, or pavement the supporting soils shall be prepared, moisture conditioned and compacted as described herein.

Fill Material

Fill material shall be non expansive soil which may be gravel, sand, silt or clay or a combination there of.

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
4"	100
1"	90-100
No. 4	70-100
No. 200	10-40

Fill material shall exhibit a plasticity index of fifteen or less. No organic, frozen or decomposable material shall be utilized. All fill material shall be approved by the Geotechnical Engineer.

Fill Placement

Fill material shall be blended as necessary to produce a homogeneous material. Fill material shall be spread in horizontal lifts no greater than eight inches in uncompacted thickness but in no case thicker than can be properly compacted with the equipment to be utilized. If fill is to be placed on slopes steeper than 5:1 (horizontal:vertical) the natural ground shall be benched with minimum three foot wide benches at maximum two foot vertical intervals.

Moisture Conditioning

Fill material shall be dried or moistened as necessary, prior to compacting, to within \pm three percent of optimum moisture content as determined by ASTM D-1557. Moisture shall be distributed uniformly throughout each lift.

Compaction

Structural fill shall be mechanically compacted to the following:

	Minimum Compaction <u>ASTM D-1557</u>
Foundation Support	95%
Slab Support	95%
Below Slab Utility Trenches	90%
General Site Grading	90%
Pavement Support	
Upper 8" of Subgrade	95%
All other fill below pavement	90%

Aggregate Base Course shall be compacted to a minimum of 95% of maximum density as determined by ASTM D-1557.

Asphaltic concrete shall be compacted to a minimum of 96% of maximum Marshall Density (75 Blows).

Compaction by flooding and jetting is specifically prohibited unless authorized in advance by the Owner or his representative and the Geotechnical Engineer.

Observation and Testing

The Geotechnical Engineer or his representative shall perform field density tests with a frequency and at the locations he feels appropriate. The Geotechnical Engineer or his representative will perform Proctor tests on representative samples of all fill material. To minimize delays the Earthwork Contractor is encouraged to submit soil samples prior to use for proctor testing.

15.0 PAVEMENTS

If desired, refuse may be left in place below asphaltic concrete pavements. However, some settlement of the pavement will occur. If the owner is unwilling to accept the risk of this settlement, the debris should be removed. To provide more uniform support, a minimum of three feet of structural fill should be placed in all paved areas.

When building locations, refuse removal depths, and traffic are determined, a detailed pavement design may be prepared.

16.0 CLOSURE

The recommendations presented in this report are based upon the subsurface conditions disclosed by the test holes. Soil and groundwater conditions may vary between test holes and with time.

This report reflects our interpretation of the site subsurface conditions. We strongly recommend that prior to bidding all contractors perform their own subsurface investigation to form their own opinion of the site soil, rock, and groundwater conditions. Should contractors elect to use this report for construction, bidding or estimating purposes, they do so at their own risk.

In a southwest climate it is particularly important to protect the soils supporting the proposed structure from an increase in moisture content. If soils supporting the structure increase in moisture content due to any cause such as poor site drainage, ponding areas, or leaking utility lines, significant structural settlement and distress may occur.

If conditions are encountered during construction which differ from those presented herein, this office should be contacted for supplemental recommendations. The staff of **Vinyard & Associates, Inc.** is available for supplemental consultation as necessary.

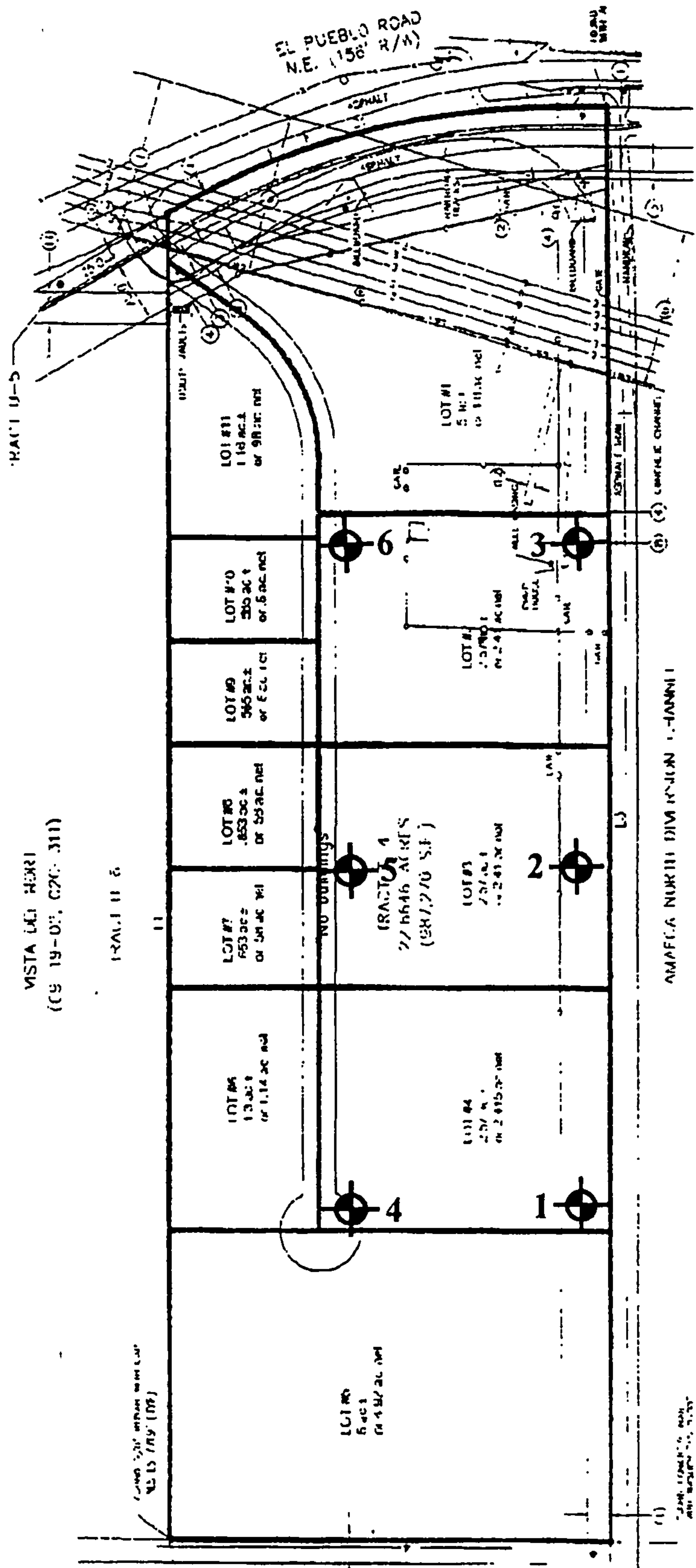
This office would be pleased to review site grading and drainage plans to evaluate conformance with the recommendations presented herein. All site earthwork should be observed by a qualified geotechnical engineer or his representative. **Vinyard & Associates, Inc.** would be pleased to provide these services.

Vinyard & Associates, Inc.

Martin D. Vinyard, P.E.

MDV/er

SITE PLAN



 TEST HOLE LOCATION

FIGURE 1.

LOG OF TEST HOLE NO. 1

Office/Warehouse Adjacent to

Project: Vista del Norte Project No.: 03-1-102
 Elevation - Top of Test Hole: N/A Date Drilled: 3/20/03
 Depth to Groundwater: Not Encountered Drilling Method: 6" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
							surface: gravel
	7	R	102	11.7	1,2,5	CL	POSSIBLE FILL - CLAY, very sandy, fine grained, medium stiff, slightly moist, pinkish brown
5	8	R	114	5.3	1	SM	POSSIBLE FILL - SAND, very silty, fine grained, loose, medium moist, light reddish brown
10	32	S		1.3		SP	SAND, gravelly, trace silt, fine to coarse grained, dense, slightly moist, light gray Gravel
15	35	S		1.4			Very gravelly
20	NR bounce	S					
25							Bottom of hole at 21½'
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 2

V

LOG OF TEST HOLE NO. 2

Office/Warehouse Adjacent to

&

Project: Vista del Norte Project No.: 03-1-102
 Elevation - Top of Test Hole: N/A Date Drilled: 3/21/03
 Depth to Groundwater: Not Encountered Drilling Method: 6" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
							surface: gravel
5	18	R	107	8.3	1	SM	SAND, very silty, fine grained, slight gravel, medium dense, moist, reddish brown Pink
	12	R	112	9.4	1,2,5		Medium brown, trace gravel
10	12	S		0.8		SP	SAND, trace silt, gravelly, fine grained, medium dense, slightly moist, light brown Gravel
15	23	S		1.1			Trace silt, gravelly Gravel
20	40	S		0.5			
25							Bottom of hole at 21½'
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 3

V

LOG OF TEST HOLE NO. 3

3

Office/Warehouse Adjacent to

&

Project: Vista del NorteProject No.: 03-1-102A Elevation - Top of Test Hole: N/ADate Drilled: 3/21/03Depth to Groundwater: Not EncounteredDrilling Method: 6" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
							surface: gravel
5	21	R	108	8.7	1,2,5	SM	SAND, very silty, fine grained, medium dense, slightly moist to moist, light brown
	12	R	103	11.6	1		Very moist with clayey caliche nodules
10	20	S		0.5		SP	SAND, trace silt, gravelly, fine to coarse grained, medium dense, slightly moist, medium brown
							Gravel and cobbles
15	49	S		1.1			Dense
							Gravelly
20	26	S		1.4			Medium dense, no gravel
25							Bottom of hole at 21½'
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 4

V

LOG OF TEST HOLE NO. 4

Office/Warehouse Adjacent to

&

Project: Vista del NorteProject No.: 03-1-102A Elevation - Top of Test Hole: N/ADate Drilled: 3/21/03Depth to Groundwater: Not EncounteredDrilling Method: 6" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
							surface: gravel
						SC	FILL - SAND, clayey, fine to coarse grained, medium dense, very moist, gray
5	41	R	119	3.2	1	GP	FILL - GRAVEL, very sandy, fine to coarse grained, dense, medium moist, gray, with asphalt debris
	14	R	120	10.9	1	SM	FILL - SAND, silty, fine to coarse grained, gravelly, medium dense, moist, reddish brown to gray, with asphalt debris
10							Gray
	10	S		7.8			Asphalt fragments and gravel - black, some clay, wood fragments, miscellaneous debris in asphalt
15							
	41	S		4.0			Cloth, brick fragments
20							
	13	S		8.7			
25							
	15	S		45.3			Very clayey, very moist, sulfuric odor
30							
	9	S		27.1		CL	NATURAL GROUND - CLAY, slightly sandy, medium stiff, medium moist, cream colored
35							Bottom of hole at 31½'

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 5

V

LOG OF TEST HOLE NO. 5

Office/Warehouse Adjacent to

&

Project: Vista del NorteProject No.: 03-1-102A Elevation - Top of Test Hole: N/ADate Drilled: 3/28/033Depth to Groundwater: Not EncounteredDrilling Method: 6" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
							surface: gravel
5	18	R	106	15.3	1	SM	FILL - SAND, very silty, fine grained, loose, slightly moist, light gray, some gravel Medium dense, very moist
	8	R	103	14.1	1,2,5		Slight gravel, loose Gravel
10	16	S		5.6			Medium dense, medium moist, brown, with asphalt fragments, wall board, miscellaneous debris Wood fragments
15	4	S		15.0		CL	FILL - CLAY, sandy, fine grained, soft, moist, gray, with asphalt/wood debris Lots of wood - 2"x4" particle board
20	4	S		65.2			Gypsum wallboard, very moist to wet Foul odor
25	3	S					Oily wood
30	10	S		22.7		CL	NATURAL GROUND - CLAY, medium stiff, medium moist, light brown
35							Bottom of hole at 31½'

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 6

V

LOG OF TEST HOLE NO. 6

Office/Warehouse Adjacent to

&

Project: Vista del NorteProject No.: 03-1-102A Elevation - Top of Test Hole: N/ADate Drilled: 4/1/03Depth to Groundwater: Not EncounteredDrilling Method: 6" H.S.A.

Depth, feet	Blows/Foot	Sample Type	Dry Density pcf	Water Content, %	Additional Testing	Unified Classification	Material Description
							surface: gravel
	19	R	116	6.0	1,2	SM	FILL - SAND, silty, fine to medium grained, gravelly, blended with clay, medium dense, moist, brown to light brown, faint odor, blended with clay
5	26	R	112	4.7	1	GP-GM	FILL - GRAVEL, slightly silty, very sandy, fine to coarse grained, medium dense, medium moist, light brown to gray
10	32	S		1.1	1	SP	NATURAL GROUND - SAND, poorly graded, very gravelly, fine to coarse grained, dense, slightly moist, gray, with occasional cobbles
15	NR 100	S					
20							Bottom of hole at 15½'
25							
30							
35							

ADDITIONAL TESTS: 1= Sieve Analysis 2= Atterberg Limits 3=Direct Shear 4=R-Value 5=Other

Figure: 7

NOTES - LOGS OF TEST HOLES

Test hole locations were determined by compass bearing and pacing distances from known topographic points.

"Drilling Method" refers to the equipment utilized to advance the test hole. Six inch outside diameter, continuous flight, hollowstem auger was utilized.

"S" under "Sample Type" indicates a Standard Penetration test (ASTM D-1586). The Standard Penetration sampler is 2 inches in outside diameter and 1 3/8 inches inside diameter.

"R" under "Sample Type" indicates a 3-inch outside diameter by 2.5 inch inside diameter sampler. The sampler is lined with 1-inch high brass rings.

"B" under "Sample Type" indicates a bulk sample.

"Blows Per Foot" indicates the number of blows of a 140-pound hammer falling 30 inches required to drive the indicated sampler 12 inches.

"NR" under "Blows/Foot" indicates that no sample was recovered.

"Dry Density PCF" indicates the laboratory determined soil dry density in pounds per cubic foot.

"Water Content %" indicates the laboratory determined soil moisture content in percent (ASTM D-2216).

"Unified Classification" indicates the field soil classification as per ASTM D-2488. When appropriate, the field classification is modified based upon subsequent laboratory tests.

Variations in soil profile, consistency, and moisture content may occur between test holes. Subsurface conditions may also vary between test holes and with time.

**SUBDIVISION PLAT OF
BLUE SKY BUSINESS PARK**
BEING TRACT T-4 OF VISTA DEL NORTE
ELENA GALLEGOS GRANT
PROJECTED SECTION 22 TOWNSHIP 11 NORTH,
RANGE 3 EAST, NMPM
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
JUNE 2005

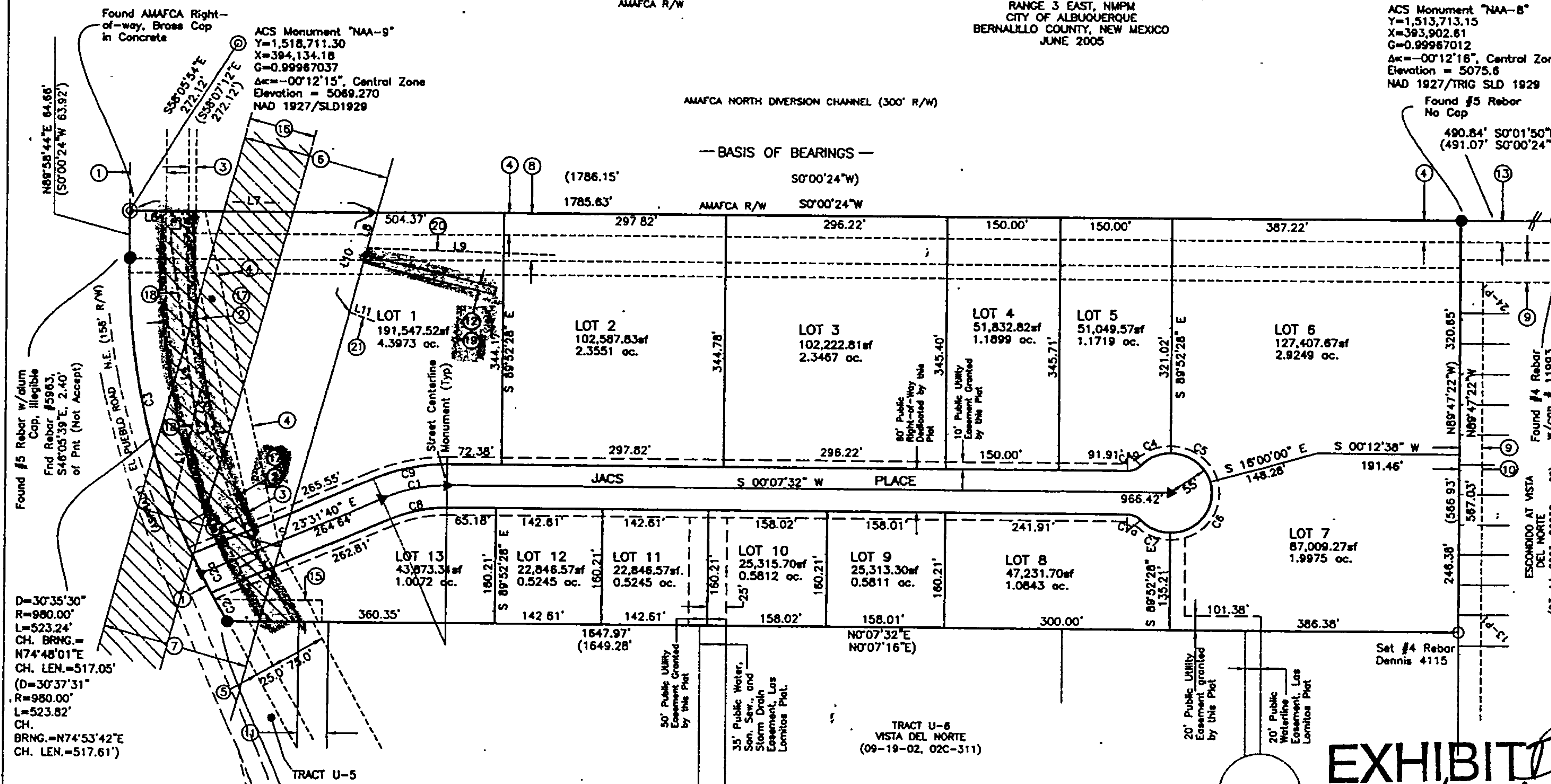
Tie from SE Cor to
ACS Monument "NAA-8"
S0°00'24"W, 3357.36'

ACS Monument "NAA-8"
Y=1,513,713.15
X=393,902.61
G=0.99967012
Δc=-00°12'16", Central Zone
Elevation = 5075.6
NAD 1927/TRIG SLD 1929

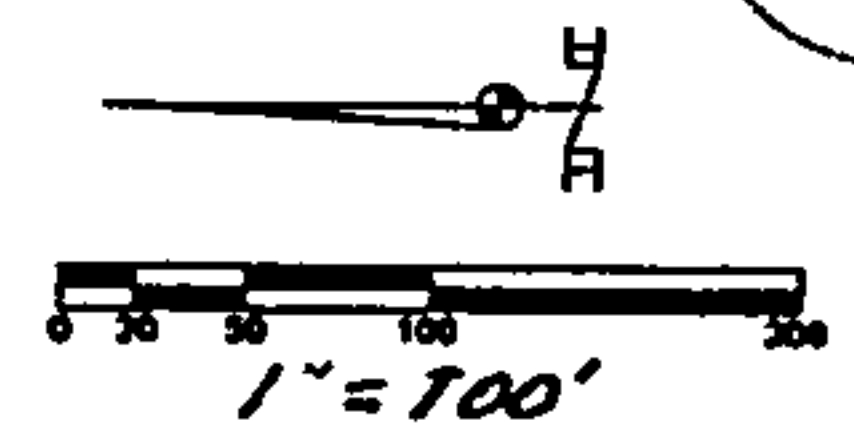
DESIGN
DRAWN: JON SW
CHECKED: RJD
DATE: 05/31/05
REV: 05/24/05
REV:
REV:
FILE:

PROJECT
**BLUE SKY
BUSINESS PARK**

DENNIS ENGINEERING COMPANY
PO Box 909, (38 Cactus Road)
Edgewood, New Mexico 87015 (505) 281-2880



D=30°35'30"
R=980.00'
L=523.24'
CH. BRNG.=
N74°48'01"E
CH. LEN.=517.05'
(D=30°37'31"
R=980.00'
L=523.82'
CH.
BRNG.=N74°53'42"E
CH. LEN.=517.61')



LINE	BRNG	DISTANCE
L1	S77°25'37"E	135.73'
L2	S81°45'11"W	30.00'
L3	S77°25'37"E	30.00'
L4	N81°45'11"E	235.88'
L5	S89°34'33"E	41.69'
L6	N00°00'24"E	56.84'
L7	N00°00'24"E	333.89'
L8	S74°33'00"E	49.99'
L9	S01°54'47"W	251.74'
L10	S74°33'00"E	140.02'
L11	S19°57'22"W	35.78'

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	REMARKS
C1	23°39'12"	220.00	90.82	S11°42'04"E	90.18	Q ROAD
C2	2°38'08"	980.00	44.51	N80°48'20"E	44.50	N P. Line
C2a	3°30'23"	980.00	60.07	N63°51'46"E	60.06	N P. Line
C3	2°28'39"	980.00	418.66	N77°51'27"E	415.49	N P. Line
C4	48°34'03"	55.00	44.70	S23°09'29"E	43.48	
C4a	48°34'03"	25.00	20.31	S23°09'30"E	19.76	
C5	73°52'28"	55.00	70.91	S37°03'46"W	66.10	
C6	108°07'31"	55.00	101.87	N52°56'14"W	87.92	
C7	48°34'03"	55.00	44.70	N23°24'33"E	43.48	
C7a	48°34'03"	25.00	20.32	N23°24'33"E	19.76	
C8	23°39'12"	190.00	78.44	N11°42'04"W	77.88	
C9	23°39'12"	250.00	103.19	S11°42'04"E	102.48	

EXHIBIT
Date 7/21/05

FILE
(SEAL)
SHEET
2 OF 2

ATTACHMENT #13

EASEMENTS (See Sheet 2)

- ① EXISTING 50' PNM RAILROAD EASEMENT
(08-10-56, BK. D359, PGS. 283-288)
- ② EXISTING 40' PNM ROADWAY EASEMENT
(05-28-57, BK. D387, PGS. 401-403)
- ③ EXISTING 10' GAS LINE EASEMENT
(08-12-58, BK. D437, PGS. 351-356)
- ④ EXISTING 30' PNM GAS PIPELINE AND
COMMUNICATION EASEMENT
(06-08-98, BK. 9810, PG. 885)
- ⑤ EXISTING 100' PNM RAILROAD EASEMENT
(05-28-57, BK. D387, PGS. 394-396)
- ⑥ EXISTING 200' PNM TRANSMISSION LINE
EASEMENT (08-10-56, BK. D359, PGS. 275-282)
PRESENTLY 110' (#16)
- ⑦ EXISTING 200' PNM TRANSMISSION LINE
EASEMENT (05-06-57, BK. D385, PGS. 306-308)
PRESENTLY 110' (#16)
- ⑧ EXISTING 84' AMAFCA EXCAVATION RESTRICTION
EASEMENT
(12-08-67, BK. MISC. 88, PGS. 268-287)
- ⑨ EXISTING 30' SANITARY SEWER EASEMENT
(03-16-99, 99C-57)
- ⑩ EXISTING 30' AMAFCA ACCESS EASEMENT
(12-10-99, 99C-331)
- ⑪ EXISTING 40' GAS LINE EASEMENT
(10-10-55, BK. D329, PG. 539-540)
- ⑫ EXISTING 10' PNM ANCHOR EASEMENT
(01-17-65, BK. D794, PG. 852)
- ⑬ EXISTING 30' GAS LINE EASEMENT
(11-17-91, BK. 91-18, PG. 4253-4256)
- ⑭ DELETED
- ⑮ EXISTING 30' GAS LINE EASEMENT
(11-3-55, Vol. D332, Folio 99
& 6/08/98, BK.9810, PAGE 8852)
- ⑯ NORTH 90' OF 200' PNM EASEMENT (#6)
VACATED (06-25-03, Bk. A58, Page 8656)
CITY OF ALBQ. DRB NUMBER (IF ANY) IS
NOT ON FILE AT THE ONE STOP SHOP, 600
SECOND STREET AS OF 07/20/05. RECORDED
RELEASE DOES NOT REFER TO A DRB NUMBER.
- ⑰ EXISTING 40' PNM ROADWAY EASEMENT (#2)
VACATED BY THIS PLAT
- ⑱ 10' PNM ELECTRIC SERVICES EASEMENT
GRANTED BY THIS PLAT (CENTERLINE SHOWN)
- ⑲ EXISTING 10' PNM ANCHOR EASEMENT (#12)
VACATED BY THIS PLAT
- ⑳ 10' PNM ELECTRIC SERVICES EASEMENT
GRANTED BY THIS PLAT (CENTERLINE SHOWN)
- ㉑ 10' PNM ANCHOR EASEMENT

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT HEMPSTEAD COMPANY, INC., a New Mexico corporation, and ALBERT G. SIMMS, a widower, both hereinafter called Grantor, in consideration of the sum of \$1.00, and other valuable considerations to grantor in hand paid by the PUBLIC SERVICE COMPANY OF NEW MEXICO, a corporation organized and existing under the laws of the State of New Mexico, hereinafter called Grantee, the receipt of which consideration is hereby acknowledged by the grantor, hereby grants unto grantee, its successors and assigns, an easement and right-of-way to construct, maintain and use a roadway upon and over the land and real estate situate in the NE $\frac{1}{4}$ Sect. 22, NW $\frac{1}{4}$ Sect. 23, T.11N., R.3E., N.M.P.M. Bernalillo County, New Mexico, described as follows:

A right-of-way forty (40) feet in width, being twenty (20) feet on either side of the following described centerline: Beginning at survey station 0+00, a point on the North boundary line of Lands of Public Service Company of New Mexico, hereinafter known as Reeves Station, whence the Northwest corner of Reeves Station bears N.89°43'W., 822.0 feet distant, and running thence N.0°17'E., 349.9 feet to the PC of a curve to the left (said curve having a Δ (delta) angle of 90°08' and a radius of 80.0 feet); thence around the arc of said curve a distance of 125.6 feet to the PT of said curve; thence paralleling the Railroad Spur right-of-way, N.89°51'W., 105.4 feet to a point on the East right-of-way of a 115 KV transmission line easement; thence running as a traverse line N.89°51'W., 209.86 feet to a point on the West right-of-way of said 115 KV transmission line easement; thence continuing as an easement N.89°51'W., 434.72 feet to a point on the West Section line of Section 23, whence the Northwest corner of Section 23, T.11N., R.3E., N.M.P.M. bears N.0°03'W., 115.1 feet distant; thence N.89°51'W., 501.7 feet to the PC of a curve to the left (said curve having a Δ (delta) angle of 29°15' and a radius of 910.0 feet); thence around the arc of said curve a distance of 113.7 feet to a point on the Northerly right-of-way of a 115 KV transmission line easement; thence running as a traverse line around the arc of said curve 350.7 feet to the PT of said curve; continuing as a traverse line S.60°41'W., 19.0 feet to a point on the Northerly right-of-way of said 115 KV transmission line easement; thence as an easement, S.60°54'W., 51.7 feet to a point on the West boundary line of Lands of the Hempstead Company, said point being S.0°03'E., 263.58 feet from the Northwest corner of Lands of the Hempstead Company and the Northerly terminus point of this easement. Containing 1.554 acres more or less as shown on Public Service Company of New Mexico Drawing No. A-1564-R. Attached hereto and made a part hereof.

Grantor reserves the right, and grantee, by the acceptance of this instrument, recognizes the right in grantor to use said road and to extend said roadway beyond the premises of the grantee to which said road will connect, provided that such use by grantor, its successors and assigns, will not interfere with the use of grantee in and to said road.

TO HAVE AND TO HOLD the land covered by this right-of-way and easement, as above described, so long as grantee, its successors and assigns, shall use the same for the purposes aforesaid; the easement and right-of-way hereby granted to cease and revert to grantor, its successors and assigns, if grantee, its successors and assigns, shall have ceased to use said strip of land for the purposes above mentioned for a continuous period of two years from and after the date of completion of said road.

Grantor covenants and agrees, for themselves, their successors and assigns, not to erect any buildings or structures within the limits of said strip of land, and the grantee, its successors and assigns, shall have the right to remove at grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said road.

This grant is subject to the right of the grantor, their successors and assigns, to pass over said strip of land from one portion of grantor's land to another portion thereof, and to otherwise use the surface of said strip so long as such use is consistent with the use of said strip of land by grantee, its successors and assigns, for the purposes aforesaid.

DATED on this the 21 day of May, 1957.

[Signature]
 VENTURE COMPANY, INC.

VENTURE COMPANY, INC.

[Signature]

WITNESSES:

[Signature]
 Capt. Secretary

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } SS.

The foregoing instrument was acknowledged before me this
21st day of May, 1957, by ALBERT G. SIMMS, a widower.

Frank H. [Signature]
Notary Public

My commission expires:
May 3-1959

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } SS.

The foregoing instrument was acknowledged before me this
21st day of May, 1957, by ALBERT G. SIMMS, president
of HOSPITAL COMPANY, INC., a New Mexico corporation, on behalf of said
corporation.

Frank H. [Signature]
Notary Public

My commission expires:
May 3-1959

State of New Mexico }
County of Bernalillo, } SS
This instrument was filed for record on

9:00 ✓ MAY 28 1957
At _____ o'clock _____ m. Recorded in Vol. 317
of records of said County Folio 402
[Signature] Deputy Clerk
5/28/57

#14
90798
852

EASEMENT

THIS INDENTURE, made this 12 day of January, 1966, by and between

Marshall J. Wylie and Claude B. Wylie Members
parties of the first part, and Public Service Company of New Mexico, Albuquerque, New Mexico, party of
the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give and grant unto the said party of the second part an easement to install, construct, operate and maintain a power transmission line, over and across the lands hereinafter described, and to erect all necessary poles, guy wires and other equipment and fixtures necessary to maintain the said power line across said lands at or near the points hereinafter designated, in the course of said power line across said lands; together with rights and privileges of going upon, over and across said lands for the purpose of maintaining said line; said lands being situate

in the County of Bernalillo State of New Mexico, and more particularly described as follows:

An easement within NE1/4 Section 22, T.11N., R.3E., N.M.P.M. within the Elene Gallagos Grant, Bernalillo County, New Mexico and more particularly described as follows:

An easement for anchors, overhead guy, and guy stub, ten (10) feet in width being five (5) feet on each side of the following described centerline; beginning for a tin at the section corner common to Sections 14, 15, 22 and 23, T.11N., R.3E., N.M.P.M., running thence N.89°14'10"W., 502.71 feet thence S.0°03'E., 355.38 feet, thence N.74°33'W., 65.06 feet along the South boundary of a Public Service Company of New Mexico easement to the beginning point of this easement, running thence in an easement S.13°29'W., 182.6 feet.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Marshall J. Wylie
Claude B. Wylie

STATE OF NEW MEXICO
County of Bernalillo

On this 12 day of JANUARY, 1966, before me a Notary Public within and for said County and State, personally appeared Marshall J. Wylie

and Claude B. Wylie, his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate written.

Bernard B. [Signature]
Notary Public

My commission expires 8-26-67

State of New Mexico
County of Bernalillo
This instrument was filed for recording on
JAN 17 1966
M. W. [Signature]

CITY OF ALBUQUERQUE
Planning Department
Development Review Board Comments
2/26/03

ITEM# 14

PROJECT # 1002478

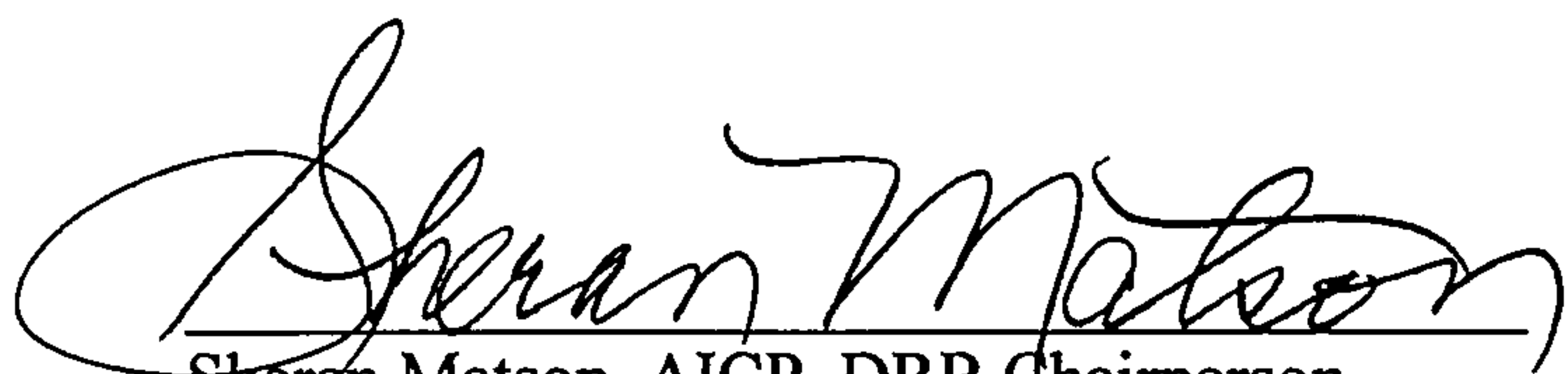
APPLICATION # 03DRB-00232

RE: Vista del Norte/Sketch Plat or Plan

No adverse comments on the sketch plat.

When the final plat is brought before DRB, the purpose of the plat must be stated on the plat, the City Surveyor must sign off on the plat before it is presented to DRB. If there are any vacations of public right of way or parkland dedications, Property Management must also sign off on the plat. The DRB Project # & Application # must be on the plat.

The property does lie within the boundaries of the North Valley Area Plan.


Sheran Matson, AICP DRB Chairperson
924-3880 Fax 924-3864



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

DEVELOPMENT REVIEW BOARD TRANSPORTATION DEVELOPMENT Standard Comment Sheet

DRB-1002478

Item No. 14

Zone Atlas D-16

DATE ON AGENDA 2-26-03

INFRASTRUCTURE REQUIRED (x)YES ()NO

CROSS REFERENCE: _____

TYPE OF APPROVAL REQUESTED:

- (x) SKETCH PLAT () PRELIMINARY PLAT () FINAL PLAT
- () SITE PLAN REVIEW AND COMMENT () SITE PLAN FOR SUBDIVISION
- () SITE PLAN FOR BUILDING PERMIT

No.	Comment
-----	---------

- Prior to preliminary plat approval, concurrence from the BNSF is needed because of the road crossing the railroad.
- The standard street improvements are required on an infrastructure list.
- The streets need to meet the requirements of the DPM.
- An offsite access easement is also needed.
- A traffic impact study is required.

If you have any questions or comments please call Richard Dourte at 924-3990. Meeting notes:

DEVELOPMENT REVIEW BOARD (DRB)
CITY OF ALBUQUERQUE

REVIEW COMMENTS

By the

UTILITY DEVELOPMENT SECTION (WATER & SEWER)

DEVELOPMENT & BUILDING SERVICES DIVISION

PUBLIC WORKS DEPARTMENT

PHONE 924-3989

D.R.B. CASE NO.: 1002478 DATE: 2/26/03 ITEM NO.: # 14

ZONE ATLAS PAGE: D-16 LOCATION: El Pueblo

REQUEST FOR: Sketch Plat - N. Diversion Channel

COMMENTS:

① Must request a Water/Sewer Availability Statement.

② There is no water line available to serve the site. Will need to bring water in from the west and/or south. Line in El Pueblo is a 42" line.

③ Sanitary sewer line in El Pueblo is a 24" interceptor, therefore must connect to a manhole at top of 24" line.

SIGNED:

Roger A. Green

DATE:

2/26/03



City of Albuquerque
CITY OF ALBUQUERQUE
 P.O. BOX 1298 ALBUQUERQUE, NEW MEXICO 87103
PUBLIC WORKS DEPARTMENT
DEVELOPMENT SERVICE
HYDROLOGY DEVELOPMENT SECTION

DEVELOPMENT REVIEW BOARD--SPEED MEMO

DRB CASE NO/PROJECT NO: 1002478

AGENDA ITEM NO: 14

SUBJECT:

- | | | |
|--------------------------------|---------------------------------|-------------------------------------|
| (01) Sketch Plat/Plan | (05) Site Plan for Subd | (10) Sector Dev Plan |
| (02) Bulk Land Variance | (06) Site Plan for BP | (11) Grading Plan |
| (03) Sidewalk Variance | (07) Vacation | (12) SIA Extension |
| (03a) Sidewalk Deferral | (08) Final Plat | (13) Master Development Plan |
| (04) Preliminary Plat | (09) Infrastructure List | (14) Other |

ACTION REQUESTED:

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

ENGINEERING COMMENTS:

An approved drainage report is required for Preliminary Plat approval.
 An approved infrastructure list is required for Preliminary Plat approval.

RESOLUTION:

APPROVED ____; DENIED ____; DEFERRED ____; COMMENTS PROVIDED *discussed* X; 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

DATE: February 26, 2003

A City of Albuquerque



DEVELOPMENT REVIEW APPLICATION

SUBDIVISION Supplemental form **S**

Major Subdivision action

Minor Subdivision action

Vacation **V**

Variance (Non-Zoning)

SITE DEVELOPMENT PLAN **P**

...for Subdivision Purposes

...for Building Permit

IP Master Development Plan

Cert. of Appropriateness (LUCC) **L**

ZONING Supplemental form **Z**

Annexation & Zone Establishment

Sector Plan

Zone Change

Text Amendment

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

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 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICANT INFORMATION:

NAME: John Kusianovich PHONE: 323-8680

ADDRESS: 1135 Chiricahua SE FAX: 323-8680

CITY: Albuquerque STATE NM ZIP 87123 E-MAIL: johndkus@cs.com

Proprietary interest in site: Owner / Purchaser

AGENT (if any): Raymond Lee Dennis, PE PHONE: 286-6366

ADDRESS: 343 Pinon Creek Trail SE FAX: 286-4885

CITY: Albuquerque STATE NM ZIP 87123 E-MAIL: rid0325@yahoo.com

DESCRIPTION OF REQUEST: Requesting approval to subdivide Tract T-4, consisting of 22.6646 acres into 13 separate parcels from approx. 0.5 ac. to approx. 5.0 ac.

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

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

Lot or Tract No. Tract T-4 Block: _____ Unit: _____

Subdiv. / Addn. Vista del Norte

Current Zoning: M-2 Proposed zoning: M-2

Zone Atlas page(s): D-16-Z No. of existing lots: 1 No. of proposed lots: 13

Total area of site (acres): 22.6646 Density if applicable: dwellings per gross acre: N/A dwellings per net acre: N/A

Within city limits? Yes. No , but site is within 5 miles of the city limits (DRB jurisdiction.) Within 1000FT of a landfill? NO

UPC No. _____ MRGCD Map No. N/A

LOCATION OF PROPERTY BY STREETS: On or Near: Adjacent to El Pueblo Road

Between: Jefferson Street and Edith Street

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_Z_, V_, S_, etc.): _____

None for this specific parcel, See Subdivision Case Number 5-99-130

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

SIGNATURE [Signature] DATE 2/18/03

(Print) John Kusianovich Applicant Agent

FOR OFFICIAL USE ONLY

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 03DRB Action 00232 SK S.F. 33 Fees \$ 0

Hearing date FEB 26 2003 Total \$ 0

NO

[Signature] 2/18/03
Planner signature / date

Project # 1002478

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

SKETCH PLAT REVIEW AND COMMENT

- ✓ Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings. Sketches are not reviewed through internal routing.
 - ✓ Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, 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) precisely and clearly outlined and crosshatched (to be photocopied)
 - ✓ Letter briefly describing, explaining, and justifying the request
 - ✓ Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

MAJOR SUBDIVISION EXTENSION OF PRELIMINARY PLAT

- ___ Preliminary Plat reduced to 8.5" x 11"
 - ___ Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - ___ Letter briefly describing, explaining, and justifying the request
 - ___ Copy of previous D.R.B. approved infrastructure list
 - ___ Copy of the Official D.R.B. Notice of approval
 - ___ Any original and/or related file numbers are listed on the cover application
- Extensions are not reviewed through internal routing.**
 Extension of preliminary plat approval expires after one year.
 DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

MAJOR SUBDIVISION FINAL PLAT APPROVAL

- ___ Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
 - ___ Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - ___ Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
 - ___ Property owner's and City Surveyor's signatures on the Mylar drawing
 - ___ SIA financial guaranty verification
 - ___ Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
 - ___ Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

MINOR SUBDIVISION PRELIMINARY / FINAL PLAT APPROVAL

- ___ Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
 - ___ Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etcetera, 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) precisely and clearly outlined and crosshatched (to be photocopied)
 - ___ Letter briefly describing, explaining, and justifying the request
 - ___ Original Mylar drawing of the proposed plat for internal routing only. Otherwise, bring Mylar to meeting.
 - ___ Property owner's and City Surveyor's signatures on the Mylar drawing
 - ___ Landfill disclosure and EHD signature line on the Mylar drawing if property is within a landfill buffer
 - ___ Fee (see schedule)
 - ___ Any original and/or related file numbers are listed on the cover application
- DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

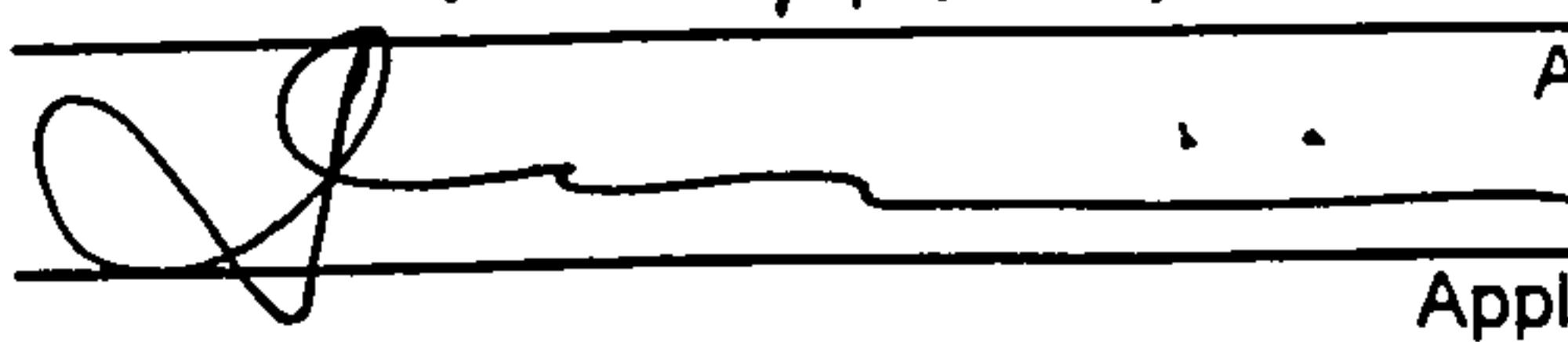
AMENDMENT TO PRELIMINARY PLAT (with minor changes)

AMENDMENT TO INFRASTRUCTURE LIST (with minor changes)

AMENDMENT TO GRADING PLAN (with minor changes)

- 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 for unadvertised meetings, 4 copies for internal routing.
 - ___ Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings, 4 copies for internal routing.
 - ___ Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - ___ Letter briefly describing, explaining, and justifying the request
 - ___ Original Mylar drawing of the proposed amended plat for internal routing only. Otherwise, bring Mylar to meeting.
 - ___ Property owner's and City Surveyor's signatures on the Mylar drawing, if the plat is being amended
 - ___ Any original and/or related file numbers are listed on the cover application
- Amended preliminary plat approval expires after one year.
 DRB meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

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

JOHN KUSIANOVICH
 Applicant name (print)

 Applicant signature / date
 2/18/03



Form revised September 2001

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

Application case numbers
 03 DRB - 00232

JAA 2/18/03
 Planner signature / date
 Project # 1002478

**DEVELOPMENT REVIEW APPLICATION
SUPPLEMENTAL INFORMATION**

February 17, 2003

1. **Applicant:** John Kusianovich
1135 Chiricahua SE
Albuquerque, NM 87123
Tel: 505-323-8680; Cell 350-1743
2. **Location of Requested Action:** Tract T-4, Vista del Norte (Immediately south of El Pueblo St. which is immediately south of Paseo del Norte Blvd. between Jefferson St. and Edith St.)_
3. **Current zoning:** M-2
4. **Proposed zoning:** M-2
5. **Location / Vicinity Map:** Attached hereto.
6. **Sketch Plat:** Attached hereto.

Site is generally quite level with no uneven areas. Detailed topography has not been prepared at this time. Site is immediately west of the North Diversion Channel. Proposal is for site runoff to discharge directly into the Diversion Channel.

- A. **Proposed layout of blocks, lots, etc.:** Indicated on the sketch plat. Minor revisions to lot sizes may be made prior to final submittal.
- B. **Existing streets:** Access to the property is, and will remain, directly from El Pueblo Street which is basically a frontage road on the south side of Paseo del Norte Blvd.
- C. **Proposed layout of streets:** A single north-south private street is proposed near the center of the property providing access to all proposed parcels. It is intended that the proposed street will be constructed on easements granted as a part of each parcel.
- D. **Existing easements:** Numerous easements, generally situated at the north end and along the east side of the property, are indicated on the survey plat submitted herewith.
- E. **100 year floodplain from F.E.M.A.:** The site is in a Zone X as shown on Panel 136 of 825 Flood Insurance Rate Map, City of Albuquerque, Bernalillo County, New Mexico, dated September 20, 1996. The site does not lie within the 100 year flood plain.
- F. **Existing storm drainage facilities:** The site is immediately west of the North Diversion Channel and does not contain any storm drainage facilities. The developer has been advised that on-site stormwater runoff can be discharged directly into the North Diversion Channel.
- G. **Identification of any major street or corridor per Long Range Major Street Plan:** The site is immediately south of Paseo del Norte (access is directly south of El Pueblo Street) between Jefferson Street and Edith Street. See attached location map.
- H. **Existing water and sewer locations:** Existing water and sewer mains are indicated on the location map submitted herewith.
- I. **Other features:** The site is generally quite level, has been occupied in the past by a construction company. No rock outcrops exist. A portion of the site has been used as a landfill for construction materials, however, a Phase I and Phase II site assessment was

completed in February 1996 by Keystone Environmental & Planning, Inc. A copy of their final report is available upon request.

7. Additional Written Information:

- A. Name and address of subdivider:** John Kusianovich
1135 Chiricahua St. SE
Albuquerque, NM 87123
Tel: 323-8680; Cell: 350-1743
- B. Estimated total area of proposed plat:** 22.6646 acres.
- C. Approximate area, in acres of each proposed use:** The entire site is presently zoned M-2 and will continue to conform to Zone M-2 requirements under the proposed development. The approximate acreage of each proposed parcel is indicated on the sketch plat submitted herewith.
- D. Description of existing conditions:** The site is presently vacant with only a small area enclosed by a temporary chain link fence that will be removed prior to development.
- E. Tentative approach to fulfill solar access requirements:** It is believed that a specialized approach will NOT be necessary to fulfill the current solar access requirements.
- F. Subdivider's plans regarding park dedication and open space requirements:** N/A
- G. Existing Covenants:** There are NO restrictive covenants, other than those imposed by City of Albuquerque regulations and requirements, on this property.
- H. Land Characteristics:** The site is presently vacant, having been utilized in years past by a construction company. The present site is well graded and level. Only minor grading will be required to properly develop the site to provide acceptable grades for on-site stormwater runoff. There is no off-site runoff onto the property.
- I. Available Utilities:** All necessary utilities (City of Albuquerque water and wastewater, Public Service Company of NM electric and gas, and Qwest telephone) are presently available adjacent to or near the site. All necessary utilities will be provided to the site as required by the City of Albuquerque prior to development.
- J. Proposed layout:** Number of new lots: 11.
Largest lot size: 5.0 acres +/-
Smallest lot size: 0.50 acres +/-
See sketch plat submitted herewith.
- J. Prior Development Plan conditions:**
Sector Development Plan: N/A
Area Plan: N/A
Site Development Plan: N/A
- K. Design Hydrology Section conditions:** The site is adjacent to the North Diversion Channel. The developer has been advised that on-site stormwater runoff can be discharged directly into the Diversion Channel. There is NO off-site stormwater runoff onto the property.
- L. Developer's Intent:** To subdivide the property into individual lots for development.

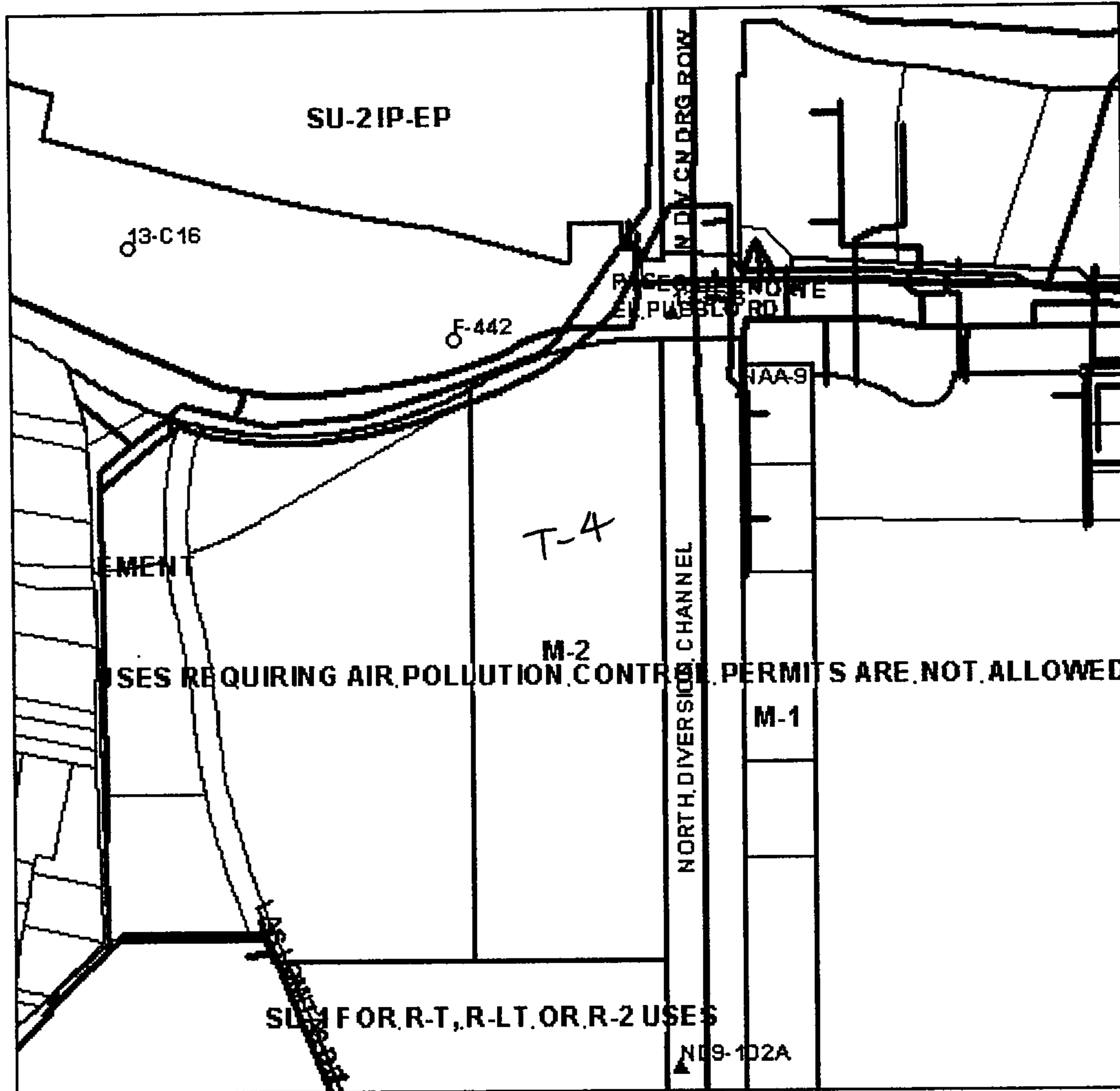
Activate By 'Clicking' on the Map

Zoom In Id Address Pan Zoom Out

CITYWIDE



LAYER L6



ReDraw Screen

D-16

Geodetic Control Legend

- Vertical Control Horizontal Control Horizontal & Vertical Control
- Public Land Control Public Land Control (Horiz&Vert)
- Public Land Control (Horizontal) Public Land Control (Vertical)
- Azimuth Station

Email for More Control Point Info

Zoning Definitions

1999 AIR PHOTO (Metro Area Coverage)

- STREET NAMES
- PARKS
- OUT OF CITY LIMITS
- ZONE MAP GRID
- NBR BOUNDARY
- COMMUNITY PLANNING
- WATER LINES
- SEWER LINES
- STORM DRAINS
- ZONING
- LOT NUMBERS
- ZIP CODES
- COUNCIL DISTRICTS
- FLOOD ZONES (dashed)
- PARCELS
- CONTROL STATIONS
- SENATE DIST
- REPRESENTATIVE DISTRICTS
- COUNTY COMMISSION DISTRICTS
- PARCEL ADDRESS
- CRIMINAL ACTIVITY
- CITY FACILITIES
- LAND USE
- 1960 CITY LIMITS

ZOOM SIZE

SMALL

TEXT SIZE

SMALL

NEW GIS QUERY



Activate By 'Clicking' on the Map

Zoom In Pan Id Station Zoom Out

CITYWIDE



LAYER LEGEND

- STREET NAMES
- OUT OF CITY LIMITS
- ZONE MAP GRID
- FLOOD ZONES
- PARCELS
- PARCEL ADDRESS
- GEODETIC CONTROL



ReDraw Screen

Flood Zones

- Zone A
- Zone AO
- Zone AH
- Zone AE

Geodetic Control Legend

- Vertical Control
- Horizontal Control
- Horizontal & Vertical Control
- Public Land Control
- Public Land Control (Horiz&Vert)
- Public Land Control (Horizontal)
- Public Land Control (Vertical)
- Azimuth Station

Email for More Control Point Info

1999 Digital Ortho Photography

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D-16-Z