



COMPLETED 12/26/06 stt
DRB CASE ACTION LOG (REDACTED) 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-01218 ~~FP~~
 Project Name: GRANADA HEIGHTS LOT 3A-1
 BLOCK 3
 Agent: Isaacson & Arfman PA

Project # 1004779
 Phone No.: 268-8828

Your request for (~~SDP for SUB~~), (~~SDP for BP~~), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on [REDACTED] 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): AGIS dx f record
Real Prop'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. **OK**
- Copy of recorded plat for Planning.

Project Number 1004779

#12



DRB CASE ACTION LOG

REVISED 9/28/05

FINAL PLAT

#12

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-01218 ~~06~~ **FP**

Project # 1004779

Project Name: GRANADA HEIGHTS LOT 3A-1
BLOCK 3

Agent: Isaacson & Arfman PA

Phone No.: 268-8828

Your request for (SDP for SUB), (SDP for BP), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on 12/6/06 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): AGIS dx f record

Real Prop'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.

Project Number

1004779

4779

DXF Electronic Approval Form

DRB Project Case #: 1004779

Subdivision Name: GRANADA HEIGHTS BLOCK 3 LOT 3A1

Surveyor: MITCHELL W REYNOLDS

Contact Person: SARAH AMATO

Contact Information: 998-0303

DXF Received: 12/8/2006

Hard Copy Received: 12/8/2006

Coordinate System: Ground rotated to NMSP Grid


Approved

12.11.2006
Date

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

AGIS Use Only

Copied fc 4779 to agiscov on 12/11/2006 Contact person notified on 12/11/2006



**DEVELOPMENT REVIEW BOARD
ACTION SHEET**

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

December 6, 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: 11:50 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 # 1004989**
06DRB-01411 Major-Preliminary Plat Approval
06DRB-01412 Major-Vacation of Public Easements
06DRB-01413 Minor-Subd Design (DPM) Variance
06DRB-01414 Minor-Sidewalk Waiver
06DRB-01415 Minor-Temp Defer SDWK

BOHANNAN HUSTON INC agent(s) for MESA VERDE DEVELOPMENT CO request(s) the above action(s) for all or a portion of Tract(s) A, UNIT 2, WILDERNESS @ HIGH DESERT (to be known as WILDERNESS CANON @ HIGH DESERT) zoned SU-2, HD/R-R, located on HIGH DESERT PL NE, between TRAILHEAD RD NE and EMBUDITO VIEW CT NE containing approximately 4 acre(s). [REF: 06DRB-00933, 04DRB-00713, 04DRB-01723] [Deferred from 10/25/06 & 11/8/06 & 11/15/06 & 11/22/06 & 11/29/06] (F-23) WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 12/6/06 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 11/7/06 THE PRELIMINARY PLAT WAS

APPROVED WITH FINDINGS. THE VACATIONS WERE APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. A SUBDIVISION DESIGN VARIANCE FROM MINIMUM DPM STANDARDS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE. A SIDEWALK VARIANCE FOR WAIVER OF SIDEWALKS WAS APPROVED AS SHOWN ON EXHIBIT C 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.

2. **Project # 1004564**
06DRB-01617 Major-Preliminary Plat
Approval
06DRB-01691 Minor-Final Plat Approval

FORSTBAUER SURVEYING LLC agent(s) for CONTINENTAL RETIREMENT HOLDINGS INC request(s) the above action(s) for Lot(s) 19-22, Block(s) 21, TRACT A, UNIT A, **NORTH ALBUQUERQUE ACRES**, zoned SU-2/O-1, located on PALOMAS AVE NE, between WYOMING BLVD NE and BARSTOW ST NE containing approximately 4 acre(s). [REF: 06DRB-00433, 05EPC-01808] (D-19) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR SIA FOR SITE PLAN FOR BUILDING PERMIT AND PLANNING TO RECORD THE PLAT.**

3. **Project # 1005251**
06DRB-01616 Major-Vacation of Pub
Right-of-Way

SURVEYS SOUTHWEST LTD agent(s) for CHARLES OAKS request(s) the above action(s) for Lot(s) A, Block(s) 20, **PARIS ADDITION** (lot adjacent to Rosemont Ave NW) located on ROSEMONT AVE NW, between 1ST ST NW and MOUNTAIN RD NW. (J-14) **THE VACATIONS WERE APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE.**

4. **Project # 1004228**
06DRB-01618 Major-Vacation of Public Easements

TERRAMETRICS OF NEW MEXICO agent(s) for HEADSTART ENTERPRISES, JAMES P. GUTHRIE request(s) the above action(s) for all or a portion of Lot(s) 11-14, **SUNRISE HEIGHTS**, zoned M-1, located on MONTANO RD NE, between EDITH NE and I-25 NE containing approximately 1 acre(s). [REF: 06DRB-00937] (F-15) **THE VACATIONS WERE APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE.**

5. **Project # 1004588**
06DRB-01620 Major-Vacation of Public Easements

GARCIA/KRAEMER & ASSOCIATES agent(s) for 110 SUNPORT LLC request(s) the above action(s) for all or a portion of Block(s) 11 & 12, Tract(s) A, **CLAYTON HEIGHTS**, zoned C-2, located on YALE BLVD SE, between ROSS AVE SE and GIBSON BLVD SE containing approximately 4 acre(s). (L-15) **THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE WITH THE FOLLOWING CONDITION: APPROVAL OF ALTERNATE EASEMENTS SHALL BE PROVIDED FOR REALIGNED STORM DRAIN.**

6. **Project # 1002739**
06DRB-01621 Major-Vacation of Public Easements
06DRB-01622 Major-Vacation of Pub Right-of-Way
06DRB-01623 Minor-Final Plat Approval

MARK GOODWIN & ASSOCIATES agent(s) for KB HOME NEW MEXICO INC request(s) the above action(s) for **ANDERSON HEIGHTS, UNIT 5A**, zoned RD/RLT, located on 118TH ST SW, between DENNIS CHAVES BLVD SW and COLOBEL AVE SW containing approximately 41 acre(s). [REF: 06DRB-01431] [Deferred from 12/6/06] (P-8) **DEFERRED AT THE AGENT'S REQUEST TO 12/13/06.**

- 06DRB-01635 Minor-Amnd Prelim Plat Approval
06DRB-01636 Minor-Sidewalk Waiver
06DRB-01637 Minor-Temp Defer SDWK

MARK GOODWIN & ASSOCIATES PA agent(s) for KB HOME NEW MEXICO INC request(s) the above action(s) for PARCELS 7 & 8A, **ANDERSON HEIGHTS, UNIT 5**, zoned RD, R-LT, located on 118TH ST SW, between DENNIS CHAVEZ BLVD SW and COLOBEL AVE SW containing approximately 69 acre(s). [REF: 05DRB-01832, 05DRB-01834, 05DRB-01835] [Deferred from 11/29/06 & 12/6/06] (P-8) **DEFERRED AT THE AGENT'S REQUEST TO 12/13/06.**

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 # 1003714**
06DRB-01646 Minor-SiteDev Plan
Subd/EPC
06DRB-01647 Minor-SiteDev Plan
BldPermit/EPC
06DRB-01645 Minor-Prelim&Final Plat
Approval

TIERRA WEST LLC agent(s) for LB/VCC EAGLE RANCH LLC request(s) the above action(s) for all or a portion of Tract(s) C-2 & C-3, **ADOBE WELLS SUBDIVISION, VENTURE COMMERCE CENTER**, zoned SU-1 FOR IP, C-2, R-2, located on EAGLE RANCH RD NW, between WESTSIDE DR NW and COORS BLVD NW containing approximately 7 acre(s). [REF: 06EPC-01306, 06EPC-01307] [Catalina Lehner, EPC Case Planner] *[Deferred from 11/29/06]* (B-13) **THE SITE PLAN FOR SUBDIVISION WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR 3 COPIES. THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR SIA AND PLANNING FOR 3 COPIES. THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR NMU INC SIGNATURE, AMAFCA'S SIGNATURE AND PLANNING TO RECORD.**

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

8. **Project # 1004931**
06DRB-01662 Minor – Vac of Pub
Easements

CEI ENGINEERING agent(s) for TARGET CORPORATION request(s) the above action(s) for all or a portion of Tract(s) 2A-3, **HORNE DEVELOPMENT ADDITION**, zoned SU-1 – PCD, located on Lomas Blvd NE between Eubank Blvd NE and Hotel Circle NE, containing approximately 8 acre(s). [REF: 06AA-01624] (K-21) **THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE WITH THE FOLLOWING CONDITION: THE EXISTING WATERLINE SHALL BE RELOCATED AND IN-SERVICE PRIOR TO FINAL PLAT APPROVAL.**

9. **Project # 1004496**
06DRB-01666 Minor- Final Plat Approval

THOMPSON ENGINEERING CONSULTANTS, INC., agent(s) for DRAGONFLY DEVELOPMENT INC., request(s) the above action(s) for all or a portion of Lot(s) 1, 1A, 1B & 1C, Block(s) K & J, CENAROCA ADDITION (to be known as **THE BLUFFS @ ENCANTADO**) zoned SU-1/RT, located on Tramway Blvd NE between Skyline Rd NE and Encantado Rd NE, containing approximately 3 acre(s). [REF: 06DRB-00667, 06DRB-00668, 06DRB-00669, 06DRB-00671, 06DRB-00670] (K-23/L-23) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO UTILITIES DEVELOPMENT FOR PUE LANGUAGE ON FRONT OF PLAT AND PLANNING FOR REAL PROPERTY'S SIGNATURE, LOTS 2P-1 AND 3P-1 MUST BE 30-FEET, CORRECTION OF RADIUS AT ENCANTADO/1P1 AND TO RECORD THE PLAT.**

10. **Project # 1003551**
06DRB-01665 Minor-Prelim&Final Plat Approval

HARRIS SURVEYING INC., agent(s) for NAYLOR REALTY, request(s) the above action(s) for all or a portion of Lot(s) 1-13, **LA CUEVA ESTATES**, zoned RD, located on Glendale Ave NE between Barstow Ave NE and Wyoming Blvd NE, containing approximately 4 acre(s). [REF: 05DRB-01183] [*Deferred from 12/6/06*] (B-19) **DEFERRED AT THE AGENT'S REQUEST TO 12/13/06.**

11. **Project # 1005080**
06DRB-01667 Minor-Prelim&Final Plat Approval

MARCOS MORALES, agent(s) for DAVID NIETO, request(s) the above action(s) for all or a portion of Lot(s) 132-A, **VISTA MANZANO, UNIT 2**, zoned RLT, located on Ojo Feliz SW between Coors Blvd SW and Sage SW, containing approximately 1 acre(s). [REF: 05DRB-01179] (M-10) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AGIS DXF FILE AND TO RECORD THE PLAT.**

- 12. Project # 1004779**
06DRB-01218 Minor- Final Plat Approval

ISAACSON & ARFMAN agent(s) for 207 ALISO DRIVE LLC request(s) the above action(s) for all or a portion of Lot(s) 3A & 4, Block(s) 3, GRANADA HEIGHTS (to be known as **LOT 3A-1, BLOCK 3, GRANADA HEIGHTS**) zoned R-2 residential zone, located on ALISO DR SE, between SILVER AVE SE and ARLOTTE AVE SE containing approximately 1 acre(s). [REF: 06DRB-00393] *[Final Plat was Indef deferred for the SIA 8/30/06]* (K-17) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR REAL PROPERTY'S SIGNATURE AND AGIS DXF FILE.**

- 13. Project # 1005250**
06DRB-01613 Minor-Prelim&Final Plat Approval

JOSE RODRIGUEZ request(s) the above action(s) for all or a portion of Lot(s) A, B & C, Block T-1, **CARLOS REY SUBDIVISION**, zoned R-2 residential zone, located on CHURCHILL RD SW, between COORS BLVD SW and BATAAN DR SW containing approximately 1 acre(s). *[Deferred from 11/15/06 & 11/22/06 & 11/29/06 & 12/6/06]* (K-10) **DEFERRED AT THE AGENT'S REQUEST TO 12/13/06.**

THERE ARE NO SKETCH PLATS THIS WEEK . . .

- 14. Approval of the Development Review Board Minutes for November 22 and November 29, 2006. THE DRB MINUTES FOR NOVEMBER 22 AND NOVEMBER 29, 2006 WERE APPROVED.**

ADJOURNED: 11:50 A.M.

SILVER

ALISO DR + SE SILVER AV SE

3804
2A

12
1004779
12/06/2006

201
3A

R-2

3809
2C

K17

207
4

ALISO

3900
1A1

3904
2A

3908
3A

O-R

200
11A1

204
12A

13A
208

RLOTE

CITY OF ALBUQUERQUE



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

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO/PROJECT NO: 1004779

AGENDA ITEM NO: 12

SUBJECT:

Final Plat

ACTION REQUESTED:

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

ENGINEERING COMMENTS:

No adverse comments.

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

RESOLUTION:

APPROVED X; 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: DECEMBER 6, 2006



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 30, 2006

9. Project # 1004779
06DRB-01218 Minor-Prelim&Final Plat Approval
06DRB-01219 Minor-Temp Defer SDWK

ISAACSON & ARFMAN agent(s) for 207 ALISO DRIVE LLC request(s) the above action(s) for all or a portion of Lot(s) 3A & 4, Block(s) 3, GRANADA HEIGHTS (to be known as **LOT 3A-1, BLOCK 3, GRANADA HEIGHTS**) zoned R-2 residential zone, located on ALISO DR SE, between SILVER AVE SE and ARLOTTE AVE SE containing approximately 1 acre(s). [REF: 06DRB-00393] (K-17)

At the August 30, 2006, Development Review Board meeting, with the signing of the infrastructure list dated 8/30/06 the preliminary plat was approved with the following conditions of final plat approval:

- ✓ Show the floodplain on the lot.
- ✓ The easements shall be retained for existing public water/sewer lines as determined prior to final plat approval.

The final plat was indefinitely deferred for the SIA.

The temporary deferral of construction of sidewalks on the interior streets was approved as shown on Exhibit C in the Planning file.

SM Sheran Matson, AICP, DRB Chair

Cc: 207 Aliso Dr LLC, P.O. Box 7897, 87194
Isaacson & Arfman PA, 128 Monroe St NE, 87108
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File



#9

1004779

8-30-06



**DEVELOPMENT REVIEW BOARD
ACTION SHEET**

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

August 30, 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.

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

Adjourned: 11:30 A.M.

CASES WHICH REQUIRE PUBLIC NOTIFICATION

MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS

1. **Project # 1003674**
06DRB-01082 Major-Vacation of Pub
Right-of-Way
06DRB-01083 Major-Preliminary Plat
Approval
06DRB-01125 Minor-Temp Defer SDWK

JEFF MORTENSEN & ASSOCIATES INC agent(s) for LLAVE HOMES, BOB KEERAN request(s) the above action(s) for all or a portion of Lot(s) 25, 26 & 27, Block(s) 3, Tract(s) 3, NORTH ALBUQUERQUE ACRES, UNIT 3 (to be known as **RICH COURT SUBDIVISION**) zoned R-D (3 du/a) located on ALAMEDA BLVD NE, between VENTURA ST NE and BARSTOW ST NE containing approximately 3 acre(s). [REF: 04DRB-01426] (C-20) **THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/30/06 AND APPROVAL OF THE GRADING PLAN**

ENGINEER STAMP DATED 7/25/06 THE PRELIMINARY PLAT WAS APPROVED WITH A CONDITION OF FINAL PLAT: THE CITY COUNCIL ACTION WILL DICTATE THE FUTURE DENSITY OF TRACT A. THE TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS ON THE INTERIOR STREETS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.

2. **Project # 1004428**
06DRB-01121 Major-Vacation of Public Easements
06DRB-01119 Major-Preliminary Plat Approval
06DRB-01122 Minor-Temp Defer SDWK

MARK GOODWIN & ASSOCIATES agent(s) for ALBUQUERQUE RIO BRAVO PARTNERS LLC request(s) the above action(s) for all or a portion of Tract(s) RR-3A, RR-3B, RR-3C, RR-3D and RR-3E, TOWN OF ATRISCO GRANT (to be known as **CEJA VISTA**) zoned SU-1, C-1, R-LT, located on DENNIS CHAVEZ BLVD SW, between MEADE AVE SE and 118TH ST SW containing approximately 99 acre(s). [REF: 05DRB-01460, 05DRB-01461] [Deferred from 8/30/06] (P-9) **DEFERRED AT THE AGENT'S REQUEST TO 9/20/06.**

3. **Project # 1002632**
06DRB-01113 Major-Vacation of Pub Right-of-Way
06DRB-01116 Major-Vacation of Public Easements

TIERRA WEST LLC agent(s) for CAPITAL ALLIANCE INVESTMENTS request(s) the above action(s) for Lot(s) 3-9, 12, 23 & 24, Tract(s) A, Unit(s) 1, Block(s) 5 and Tract(s) 5, **SUNDANCE ESTATES, UNIT 1, PHASE 1B**, zoned R-LT, located on PARADISE BLVD NW, between LYONS BLVD NW and UNSER NW containing approximately 36 acre(s). [REF: 04DRB-00760, 04DRB-00761, 04DRB-001761] (B-11) **THE VACATIONS WERE APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE.**

4. **Project # 1004974**
06DRB-01117 Major-Preliminary Plat
Approval

TIERRA WEST LLC agent(s) for SAN PEDRO EQUITIES LTD CO request(s) the above action(s) for all or a portion of Lot(s) 1-3 & 30-32, Block(s) 34, Tract(s) A, NORTH ALBUQUERQUE ACRES, (to be known as **PASEO NUEVO**) zoned SU-2 for IP, located on SAN PEDRO NE, between HOLLY AVE NE and CARMEL AVE NE containing approximately 5 acre(s). [REF: 06DRB-00884, 06DRB-00885] (C-18) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/30/06 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 6/1/06 THE PRELIMINARY PLAT WAS APPROVED WITH CONDITIONS OF FINAL PLAT: ADDRESS THE 24-FOOT FLOATING ACCESS EASEMENT. ADJACENT OWNERS MUST SIGN THE PLAT PRIOR TO RECORDING.**

06DRB-00884 Major-SiteDev Plan Subd
06DRB-00885 Major-SiteDev Plan Bldg
Permit

STUDIO SW ARCHITECTS agent(s) for SAN PEDRO EQUITIES request(s) the above action(s) for all or a portion of Lot(s) 1, 2, 3, 30, 31 and 32, Tract(s) A, Block(s) 34, **NORTH ALBUQUERQUE ACRES**, zoned SU-2, IP, located on SAN PEDRO NE BETWEEN HOLLY NE AND CARMEL NE containing approximately 5 acres.[REF: AX-84-9,Z-84-41] [Deferred from 7/12/06 & 8/16/06] (C-18) **THE SITE PLAN FOR SUBDIVISION WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR 3 COPIES. WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/30/06 THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR THE SIA AND PLANNING FOR 3 COPIES.**

5. **Project # 1004675**
06DRB-01026 Major-Preliminary Plat
Approval
06DRB-01027 Major-Vacation of Public
Easements
06DRB-01028 Minor-Subd Design (DPM)
Variance
06DRB-01029 Minor-Sidewalk Waiver
06DRB-01030 Minor-Temp Defer SDWK

MARK GOODWIN & ASSOCIATES PA agent(s) for T. S. MCNANEY request(s) the above action(s) for all or a portion of Tract(s) 1, SP KINSCHERFFLAND AND SW ¼ ON NE ¼, SEC 35, T11N, R2E (to be known as VISTA DE LA LUZ) zoned SU-1 PRD, located on COORS BLVD NW, between WESTERN TRAIL NW and DELLYNE AVE NW containing approximately 29 acre(s). [REF: 06DRB00836] [Deferred from 8/9/06 & 8/23/06] (F-11) WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/30/06 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 8/22/06 THE PRELIMINARY PLAT WAS APPROVED. THE VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE. A SUBDIVISION DESIGN VARIANCE FROM MINIMUM DPM DESIGN STANDARDS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE. A SIDEWALK VARIANCE FOR WAIVER OF SIDEWALKS WAS APPROVED AS SHOWN ON EXHIBIT C 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.

06DRB-01097 Minor-SiteDev Plan
Subd/EPC

CONSENSUS PLANNING agent(s) for TS MCNANEY LLC / MONTERREY LAND GROUP LLC request(s) the above action(s) for all or a portion of Tract(s) 1, KINSCHERFF, LANDS OF RAY A GRAHAM III (to be known as VISTA DE LA LUZ, zoned SU-1 PRD (10DU/A) located on COORS BLVD NW, between SAN ANTONIO ARROYO NW and LA LUZ DEL OESTE NW containing approximately 29 acre(s). [REF:06DRB-00836] [Catalina Lehner, EPC Case Planner] [Deferred from 8/9/06 & 8/23/06] (F-11) THE SITE PLAN FOR SUBDIVISION WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR CATALINA LEHNER'S INITIALS AND 3 COPIES OF THE SITE PLAN.

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 # 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 & 8/16/06 & 8/30/06] (K-18) **DEFERRED AT THE AGENT'S REQUEST TO 9/6/06.**

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

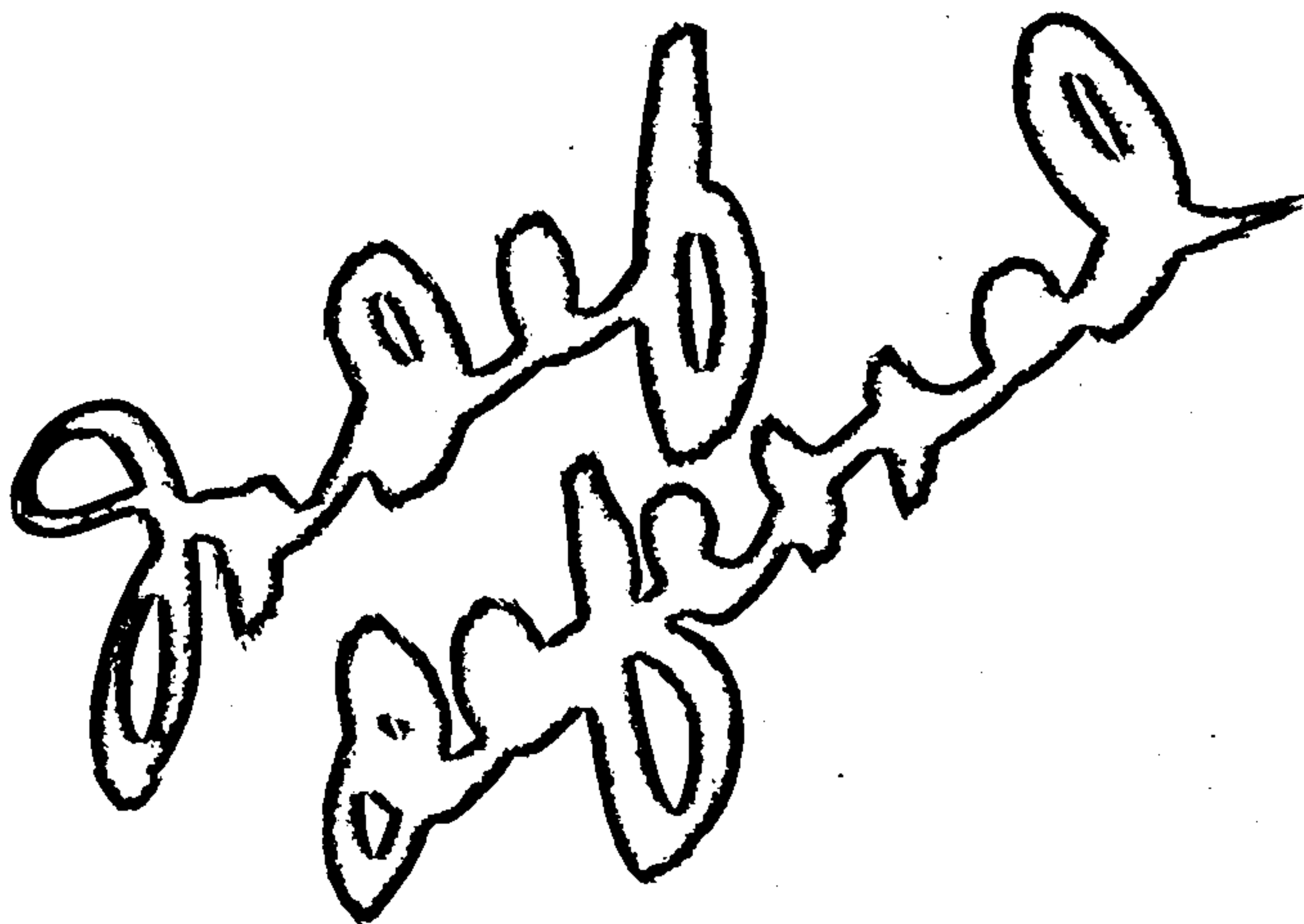
7. **Project # 1004233**
06DRB-01220 Major-Final Plat Approval

PRECISION SURVEYS INC agent(s) for WESTLAND DEVELOPMENT CO INC request(s) the above action(s) for all or a portion of Tract(s) H, **STORMCLOUD, UNIT 3**, zoned SU-2/RLT, located on TIERRA PINTADA ST NW, between ARROYO VISTA BLVD NW and LADERA DR NW containing approximately 17 acre(s). (H-8/H-9, J-8, J-9) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR MASTER PLAN STUDY, MAINTENANCE AND BENEFICIARIES OF TRACTS, WATER, SAS AND STORM DRAIN EASEMENTS ON TRACT Q AND PLANNING FOR AMAFCA'S SIGNATURE AND TO RECORD THE PLAT.**

8. **Project # 1002184**
06DRB-01200 Minor-Prelim&Final Plat
Approval

RAYMOND N. & BETTY E. DIMAS request(s) the above action(s) for all or a portion of Lot(s) 1-A & 1-B, **LANDS OF RAYMOND N. & CARMEN E. DIMAS**, zoned RA-2, located on MONTOYA RD NW, between I-40 NW and MOUNTAIN RD NW containing approximately 1 acre(s). [REF: 02DRB-01318] (H-12) **PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING TO RECORD.**

9. **Project # 1004779**
06DRB-01218 Minor-Prelim&Final Plat
Approval
06DRB-01219 Minor-Temp Defer SDWK



ISAACSON & ARFMAN agent(s) for 207 ALISO DRIVE LLC request(s) the above action(s) for all or a portion of Lot(s) 3A & 4, Block(s) 3, GRANADA HEIGHTS (to be known as **LOT 3A-1, BLOCK 3, GRANADA HEIGHTS**) zoned R-2 residential zone, located on ALISO DR SE, between SILVER AVE SE and ARLOTTE AVE SE containing approximately 1 acre(s). [REF: 06DRB-00393] (K-17) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/30/06 THE PRELIMINARY PLAT WAS APPROVED WITH CONDITIONS OF FINAL PLAT: SHOW THE FLOODPLAIN ON THE LOT. THE EASEMENTS SHALL BE RETAINED FOR EXISTING PUBLIC WATER/SEWER LINES AS DETERMINED PRIOR TO FINAL PLAT APPROVAL. THE FINAL PLAT WAS INDEFINITELY DEFERRED FOR THE SIA. THE TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS ON THE INTERIOR STREETS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.**

10. **Project # 1005093**
06DRB-01215 Minor-Prelim&Final Plat
Approval

HERMANSON LOUGHRIDGE CONSTRUCTION agent(s) for BRUCE & LESLIE LOUGHRIDGE request(s) the above action(s) for all or a portion of Lot(s) 51, **MOUNTAIN HIGHLANDS @ HIGH DESERT, UNIT 2**, zoned SU-2 HD-R, located on RICE GRASS NE and EMERY OAK NE and containing approximately 1 acre(s). (E-24) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR A LETTER FROM HIGH DESERT AND TO RECORD THE PLAT.**

11. **Project # 1000922**
06DRB-01180 Major-Final Plat Approval

WILSON & CO agent(s) for LA CUENTISTA I, LLC request(s) the above action(s) for all or a portion of Tract(s) A, **LA CUENTISTA SUBDIVISION, UNIT 1**, zoned R-1, located on KIMMICK DR NW, between URRACA ST NW and CAMINO DE PAZ NW containing approximately 47 acre(s). [REF: 05DRB-01829, 06DRB-00555] [Deferred from 8/23/06] (C-10, C-11, D-10, D-11) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED**

TO TRANSPORTATION DEVELOPMENT FOR
EASEMENTS ON KIMMICK DR NW AND TO PLANNING
FOR 5 COPIES OF THE UPDATED PLAT AND TO
RECORD.

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

12. **Project # 1005064**
06DRB-01141 Minor-Sketch Plat or Plan

STEVE RESTAINO agent(s) for TRUST OF SAMUEL THOMAS WATERS SANCHEZ request(s) the above action(s) for all or a portion of Tract(s) 38-A-2, **MAP 32 TRACT 38-A-2**, zoned R-1, located on GUADALUPE TR NW, between SANDIA NW and LOS POBLENOS RANCH NW containing approximately 1 acre(s). *[Was Indef deferred 8/16/06]* (F-14) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

13. **Project # 1003928**
06DRB-01203 Minor-Sketch Plat or Plan

SURVEYS SOUTHWEST LTD agent(s) for JIM MOCHO request(s) the above action(s) for all or a portion of Lot(s) 12, Block(s) C (**J M MOORE REALTY CO'S 3RD ADDITION**) and Lot(s) 16-D (**TOHATCHI ADDITION**) zoned R-1 residential zone, located on MOUNTAIN RD NW, between RIO GRANDE BLVD NW and PUEBLO BONITO NW containing approximately 1 acre(s). [REF: 05DRB-00203] (J-13) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

14. **Project # 1005094**
06DRB-01216 Minor-Sketch Plat or Plan

THOMPSON ENGINEERING CONSULTANTS INC agent(s) for J. K. DEVELOPMENT INC request(s) the above action(s) for all or a portion of Lot(s) 7, 8, 9 & 10, Block(s) A, **GRANDE HEIGHTS SUBDIVISION**, zoned R-1, located on VISTA GRANDE DR NW, between SEQUOIA

RD NW and REDLANDS RD NW containing approximately 3 acre(s). (G-11) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

15. **Project # 1004923**
06DRB-01221 Minor-Sketch Plat or Plan

ASHLEY SANTISTEVAN request(s) the above action(s) for all or a portion of Tract(s) 16A4A & 16A4B, **LANDS OF SUZIE S KOZLOWSKI & CECILIA GRIMES**, zoned R-LT, located on LOS TOMASES DR NW, between CLAREMONT NW and MENAUL NW containing approximately 1 acre(s). (H-14) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

16. **Project # 1005089**
06DRB-01211 Minor-Sketch Plat or Plan

PATRICK HANIGER agent(s) for BLAIR & BERNICE MARTIN request(s) the above action(s) for all or a portion of Lot(s) 52-A, **CAVALIER ADDITION**, zoned R-3, located on PENNSYLVANIA ST NE and DALLAS NE and containing approximately 1 acre(s). (K-19) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

17. **Project # 1005090**
06DRB-01212 Minor-Sketch Plat or Plan

JAMES TORRES agent(s) for MAURO P TORRES request(s) the above action(s) for Lot(s) 130B-1, 130B-2, 130C & 130C-1, Tract(s) 130, **M.R.G.C.D. MAP #31**, zoned RA-2 residential and agricultural zone, located on TEODORO RD NW, between RIO GRANDE BLVD NW and ELFEGO RD NW containing approximately 1 acre(s). (F-13) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

18. Approval of the Development Review Board Minutes for August 23, 2006. **THE DRB MINUTES WERE DEFERRED.**

ADJOURNED: 11:30 A.M.



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

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO/PROJECT NO: 1004779

AGENDA ITEM NO: 9

SUBJECT:

Final Plat
Preliminary Plat
Sidewalk Deferral

ACTION REQUESTED:

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

ENGINEERING COMMENTS:

Must show floodplain on plat.

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

RESOLUTION:

signed I.L.
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 30, 2006

Current DRC
Project Number: _____

FIGURE 12

Date Submitted: August 22, 2006

Date Site Plan Approved: N/A

Date Preliminary Plat Approved: ~~06 DRB-01218~~ 8/30/06

Date Preliminary Plat Expires: ~~06 DRB-01218~~ 8/30/07

DRB Project No.: 1004779

DRB Application No.: 06 DRB-01218

Δ Revised 01/17/07 GLD

ORIGINAL

INFRASTRUCTURE LIST

(Rev. 9-20-05)

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

LOT 3A-1, BLOCK 3, GRANADA HEIGHTS
PROPOSED NAME OF PLAT

LOTS 3A & 4, BLOCK 3, GRANADA HEIGHTS
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		STD	Curb & Gutter (Remove & Replace)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		STD	Curb & Gutter (Remove & Replace)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		8' <u>Δ</u>	Residential Paving (Remove & Dispose)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		Width Varies	Residential Paving (Remove & Dispose)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		4'6"	PCC Sidewalk (To Be Deferred)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		4'6"	PCC Sidewalk (To Be Deferred)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		Type 'A'	Storm Drain Inlet (incl conn pipe to existing)	Aliso Dr. @ Silver Av.			/	/	/
		6' <u>Δ</u>	PCC SIDEWALK (TO BE DEFERRED)	SILVER	ALISO	WEST SB. P. LINE	/	/	/
		STD <u>Δ</u>	Curb & Gutter (Remove & Replace)	SILVER	ALISO	WEST P.L.	/	/	/

ORIGINAL

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

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

NOTES

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

- 1 Grading and Drainage Certification required per DPM (prior to release of financial guarantees) as defined on the approved grading plan.
- 2 Storm drain sizes are subject to change per final DRC determination.
- 3 Signing per DPM.

AGENT / OWNER

Fred C. Arfman, PE
NAME (print)
Isacson & Arfman, P.A.
FIRM
Fred C. Arfman 08-22-06
SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Andrew Jones 8/30/06
DRB CHAIR - date
Christina Sandoval 8/30/06
PARKS & GENERAL RECREATION - date
Bill Lee 8-30-06
TRANSPORTATION DEVELOPMENT - date
Rogert Lee 8/30/06
UTILITY DEVELOPMENT - date
Bradley J. Bingham 8/30/06
CITY ENGINEER - date
AMAFCA - date
- date
- date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER
1	1/17/07	<i>for [unclear]</i>	<i>MRJ</i>	<i>Genevieve Dant</i>

Current DRC
Project Number:

FIGURE 12

Claire

Date Submitted: August 22, 2006

Date Site Plan Approved: N/A

Date Preliminary Plat Approved: ~~06-DRB-01218~~ 8/30/07

Date Preliminary Plat Expires: ~~06-DRB-~~ 8/30/07

DRB Project No.: 1004779

DRB Application No.: 06 DRB-01218

ORIGINAL

INFRASTRUCTURE LIST

(Rev. 9-20-05)

EXHIBIT "A"

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

LOT 3A-1, BLOCK 3, GRANADA HEIGHTS

PROPOSED NAME OF PLAT

LOTS 3A & 4, BLOCK 3, GRANADA HEIGHTS

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		STD	Curb & Gutter (Remove & Replace)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		STD	Curb & Gutter (Remove & Replace)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		9'	Residential Paving (Remove & Dispose)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		Width Varies	Residential Paving (Remove & Dispose)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		6'	PCC Sidewalk (To Be Deferred)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		6'	PCC Sidewalk (To Be Deferred)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		Type 'A'	Storm Drain Inlet (incl conn pipe to existing)	Aliso Dr. @ Silver Av.			/	/	/
		6'	<u>PCC SIDEWALK (TO BE DEFERRED)</u>	<u>SILVER</u>	<u>ALISO</u>	<u>WEST SO. P. LINE</u>	/	/	/
							/	/	/

ORIGINAL

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

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

NOTES

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

- 1 Grading and Drainage Certification required per DPM (prior to release of financial guarantees) as defined on the approved grading plan.
- 2 Storm drain sizes are subject to change per final DRC determination.
- 3 Signing per DPM.

AGENT / OWNER

Fred C. Arfman, PE
NAME (print)

Isaacson & Arfman, P.A.
FIRM

Fred C. Arfman 08-22-06
SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Andrew Jones - 8/30/06
DRB CHAIR - date

Christina Sandoval 8/30/06
PARKS & GENERAL RECREATION - date

[Signature] 8-30-06
TRANSPORTATION DEVELOPMENT - date

[Signature] 8/30/06
UTILITY DEVELOPMENT - date

Bradley B. Bingham 8/30/06
CITY ENGINEER - date

AMAFCA - date

- date

- date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

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, 4 copies for internal routing.
- 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)
- 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

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

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
- Signed Pre-Annexation Agreement if Annexation required.
- 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.** *forthcoming*

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.

FRED C. ARFMAN
Applicant name (print)
Fred C. Arfman 08-21-06
Applicant signature / date



Form revised 11/04

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

Application case numbers
06DRB - -01218

Sandy Handley 08/22/06
Planner signature / date

Project # 1004779

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.(not to exceed 8.5" by 14") 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.

Fred C. Arfman

Applicant name (print)

Fred C. Arfman

Applicant signature / date

8/22/06



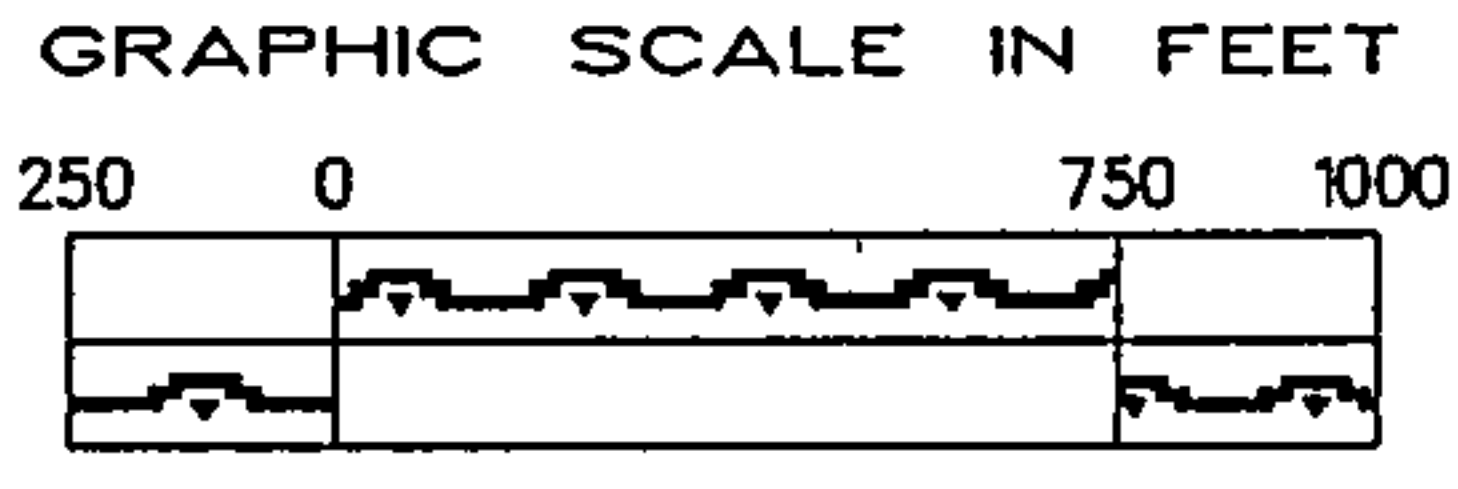
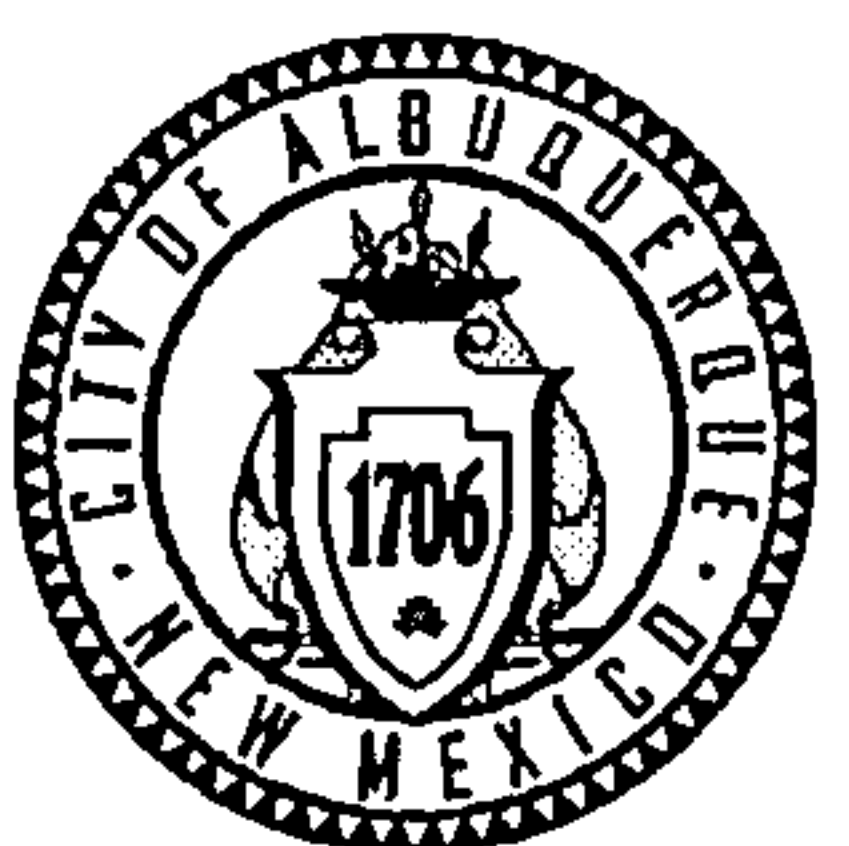
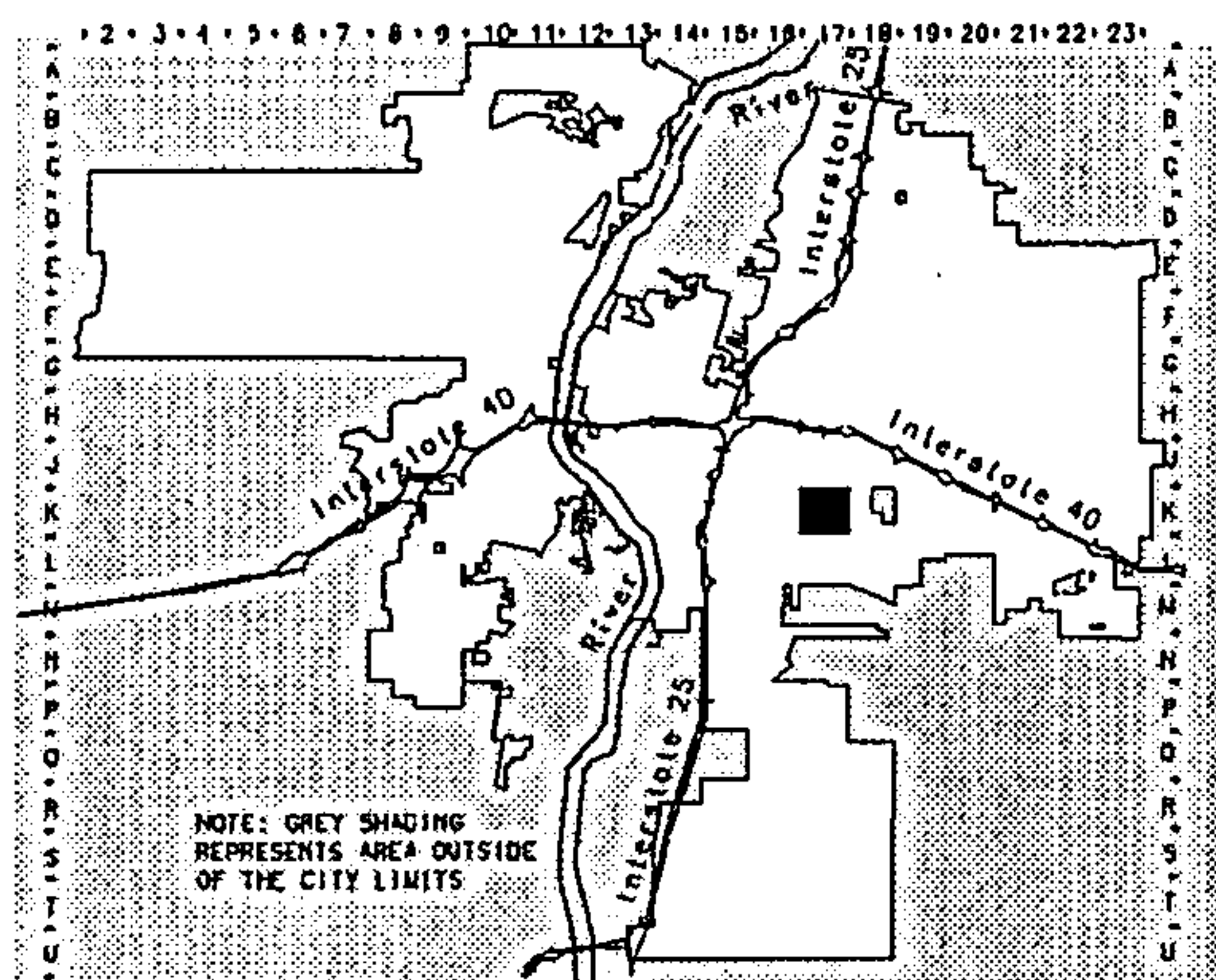
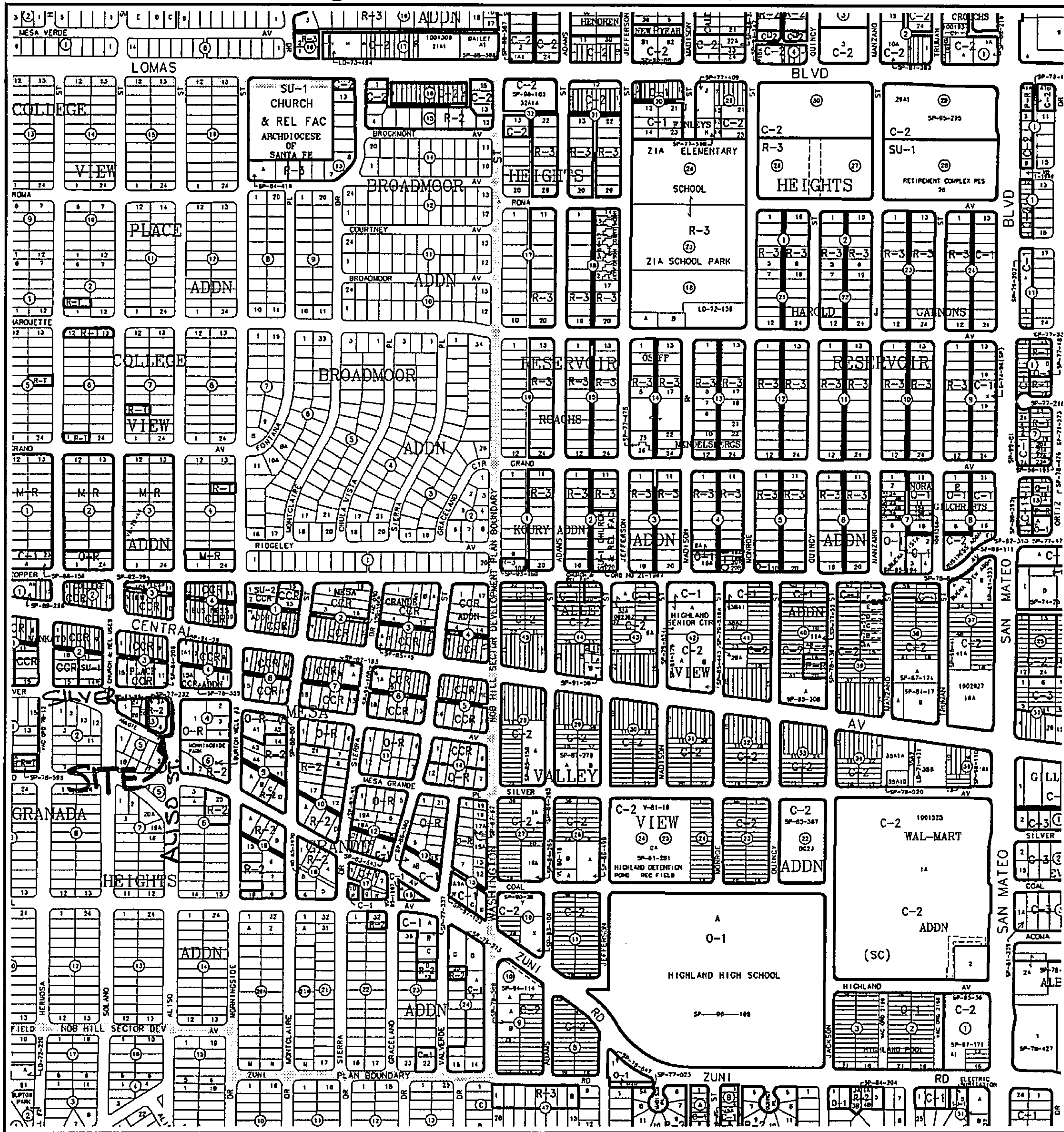
Form revised 4/03, 10/03 and JUNE 2005

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

Application case numbers	
<u>06 DRB -</u>	<u>-01219</u>
_____	_____
_____	_____

Sandy Handley 08/22/06
Planner signature / date

Project # 1004779



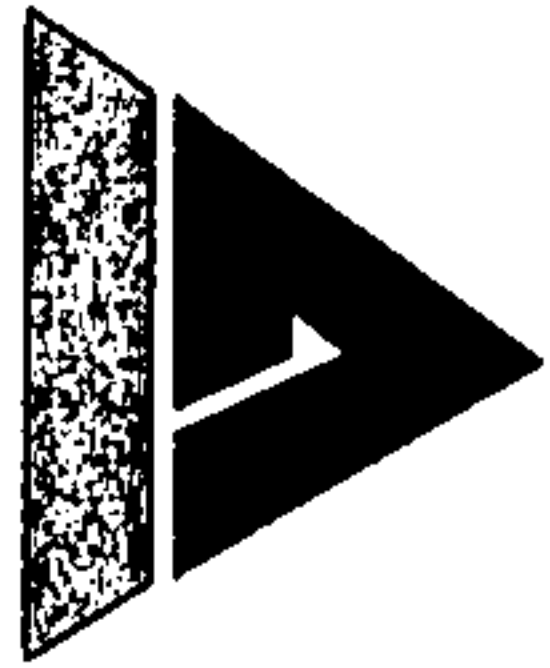
Abuquerque **G**eographic **I**nformation **S**ystem
PLANNING DEPARTMENT

© Copyright 2004

Zone Atlas Page

K-17-Z

Map Amended through February 01, 2005



PROJECT MEMORANDUM

08/22/06

TO: Sheran Matson, Chair, Development Review Board

FROM: Fred C. Arfman, PE, Isaacson & Arfman, P.A.

REF: Aliso Lofts, Phase II

I&A PROJ NO: 1520

SUBJ: Minor Subdivision Preliminary/Final Plat & Sidewalk Deferral Approval

The Aliso Lofts, Phase II development shall consist of thirteen (13) condo units on Lots 3-A and 4, Block 3, Granada Heights zoned R-2. The plat is a condition of the previously approved vacation of public right-of-way along Arlote Ave. and Aliso Dr. (Project No. 1004779, 06DRB-00393) approved April 26, 2006.

The two lots shall be replatted into a single parcel to conform to the zoning requirements of the R-2 zone.

We are requesting deferral of the sidewalks within the subdivision as shown on the attached Sidewalk Deferral Exhibit. The reason for deferral is to avoid damaging the sidewalks during construction phase of the thirteen units by heavy construction or delivery vehicles.



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

April 26, 2006

4. 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)

At the April 26, 2006, Development Review Board meeting, the vacation was approved as shown on Exhibit B 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. Final disposition shall be through the City Real Estate Office.
2. 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.
3. Easements shall be retained for existing public water/sewer lines as determined prior to final plat approval.
4. Reevaluate the corner radii.



OFFICIAL NOTICE OF DECISION

PAGE 2

If you wish to appeal this decision, you must do so by May 11, 2006, 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: 207 Aliso Drive LLC, C Sheffield Partners LLC, 4200 Silver Ave SE, 87108
Isaacson & Arfman PA, 128 Monroe St NE, 87108
Suzanne Jollensten, 8508 Sonoma Valley Rd NE, 87122
Scott Howell, Property Management, Legal Dept./4th Flr, City/County Bldg
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

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

PAID RECEIPT

APPLICANT NAME 207 ALISO DR. LLC
AGENT ISAACSON & ARFMAN PA
ADDRESS 128 MONROE ST NE
PROJECT & APP # 1004779/06DRB01218, 01219
PROJECT NAME LT 3A-1, BLOCK 3, GRANADA HEIGHT

\$ 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

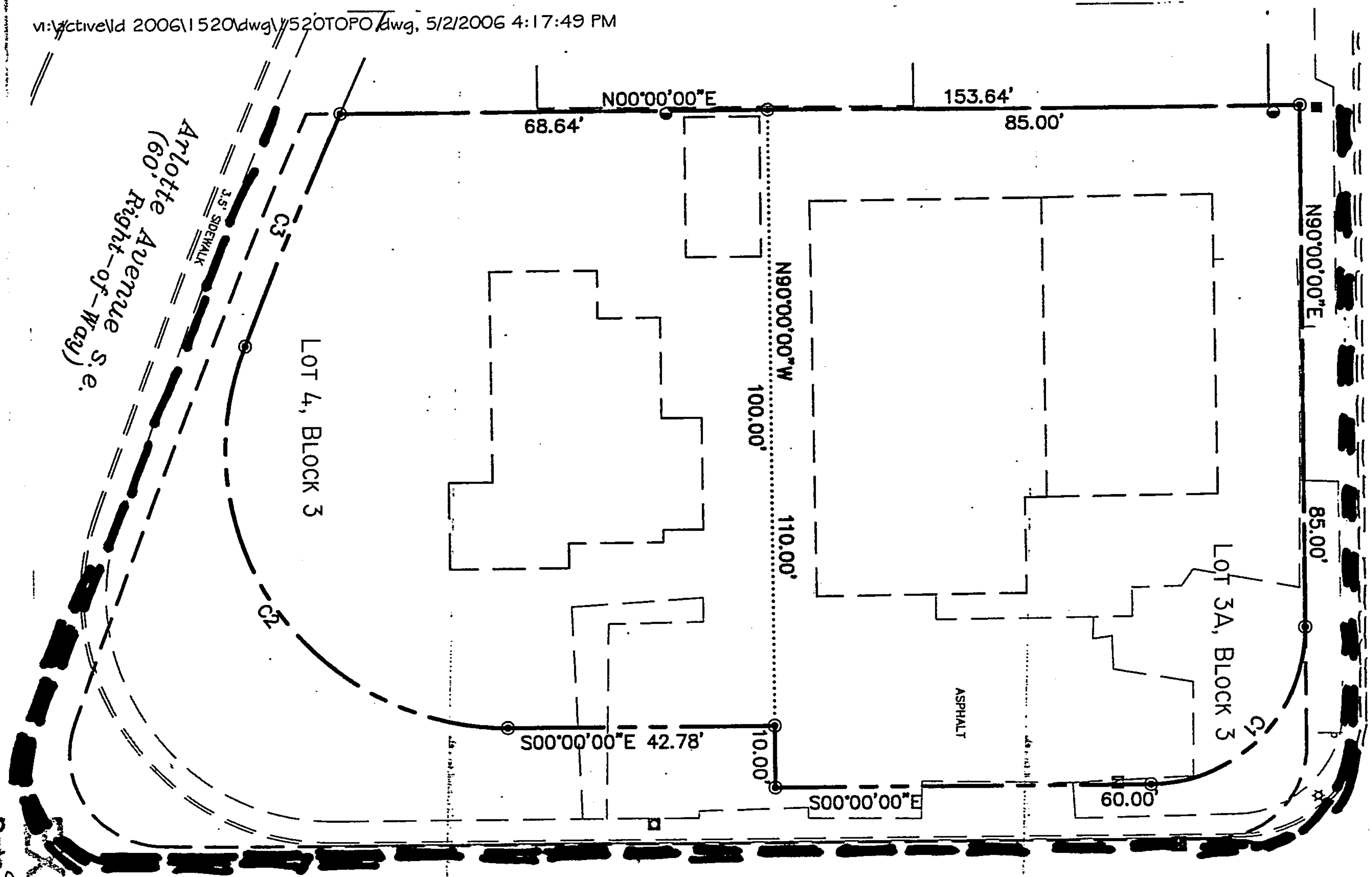
\$ 235.00 TOTAL AMOUNT DUE

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

8/22/06 10:46AM RECEIPT # 0003396 WSH 008 TRANS# 002
ISAACSON AND ARFMAN P A
128 MONROE ST NE
ALBUQUERQUE, NM 87108-1247
DATE 8/22/06 17242
95-219/1070 176
1350743997
\$ 20.00
\$ 235.00
PAY TO THE ORDER OF City of Albuquerque ***DUPLICATE
Two Hundred Thirty-Five + 00/100 DOLLARS
Treasury Division
WELLS FARGO
Wells Fargo Bank, N.A.
New Mexico
wellsfargo.com
8/22/2006 10:46AM LOC: 24
RECEIPT# 0003396 WSH 008 TRANS# 002
Activity 4983000
Trans Amt \$235.00
J24 Misc
#1520 DRB fee
000172421070021921350743997

CK CHANGE \$215.00 \$235.00 \$0.00
Thank You

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Arlotte Avenue S.e.
(60' Right-of-Way)

LOT 4, BLOCK 3

LOT 3A, BLOCK 3

ASPHALT

Aliso Drive s.e.
(65' Right-of-Way)

SILVER AV.

SIDEWALK TO
BE DEFERRED

**SIDEWALK DEFERRAL
EXHIBIT**

EXHIBIT C
Date 8/30/06

Arlotte Avenue
(60' Right-of-Way)
S.E.

3.5' SIDEWALK

LOT 4, BLOCK 3

N00°00'00"E
68.64'

153.64'
85.00'

N90°00'00"E

85.00'

LOT 3A, BLOCK 3

EXIST STRUCTURE
TO BE
DEMOLISHED

EXIST. BLDG
TO BE
DMO.

N90°00'00"W
100.00'

110.00'

S00°00'00"E 42.78'

10.00'

S00°00'00"E

60.00'

ASPHALT

EXISTING
CONDITION
EXHIBIT

Aliso Drive s.e.
(65' Right-of-Way)

EXHIBIT B

FINAL
PRE-DEVELOPMENT FACILITIES FEE AGREEMENT

THIS AGREEMENT is made by and between the Albuquerque Municipal School District No. 12, Bernalillo and Sandoval Counties, New Mexico ("Albuquerque Public Schools" or "APS"), a public school district organized and existing pursuant to the laws of New Mexico, and JUNIO RABY, MANAGER OF 207 ALISO DR. LLC ("Developer") effective as of this 21ST day of NOVEMBER, 2006, and pertains to the subdivision commonly known as GRANADA HEIGHTS and more particularly described as PLAT OF LOT 3A-1, BLK 3, GRANADA HEIGHTS WITHIN SEC 23, T10N, R3E, N.M.P.M., CITY OF ALBU, BERN. COUNTY, NEW MEXICO

(the "Subdivision".) The following individual lots comprise the subdivision:

[List lots by street address; Lots which will be used for multi-family residences should be marked "multifamily- ___ units" with the number of units filled in.]

WHEREAS, the City of Albuquerque requires that APS approve the plat(s) for any new subdivision; and

WHEREAS, Developer is proposing the development of a new residential subdivision, and requires APS approval of the plat for said subdivision; and

WHEREAS, Developer is the owner of the real estate being subdivided and platted; and

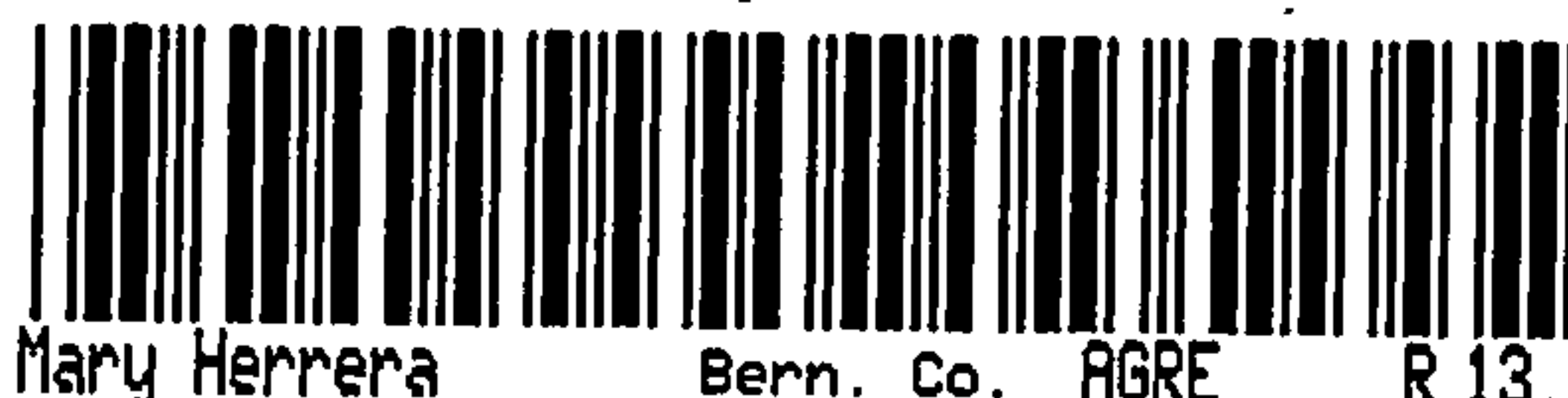
WHEREAS, Developer is required by the Albuquerque Subdivision Ordinance to provide appropriate infrastructure and improvements as a condition of developing a subdivision; and

WHEREAS, as a condition of approving such plat APS requires the provision of appropriate infrastructure and facilities or the payment of a facilities fee for each new residence to be constructed to help defray the cost of school construction, expansion, or maintenance; and

WHEREAS, APS has determined that the amount of the facilities fee is reasonably related to the impact the subdivision will have on the operation of the area schools.

THEREFORE, in consideration of the mutual promises contained herein, APS and Developer agree as follows:

2. Developer agrees to pay to APS a facilities fee for each dwelling unit to be constructed in the Subdivision.
3. The amount of the fee shall be:



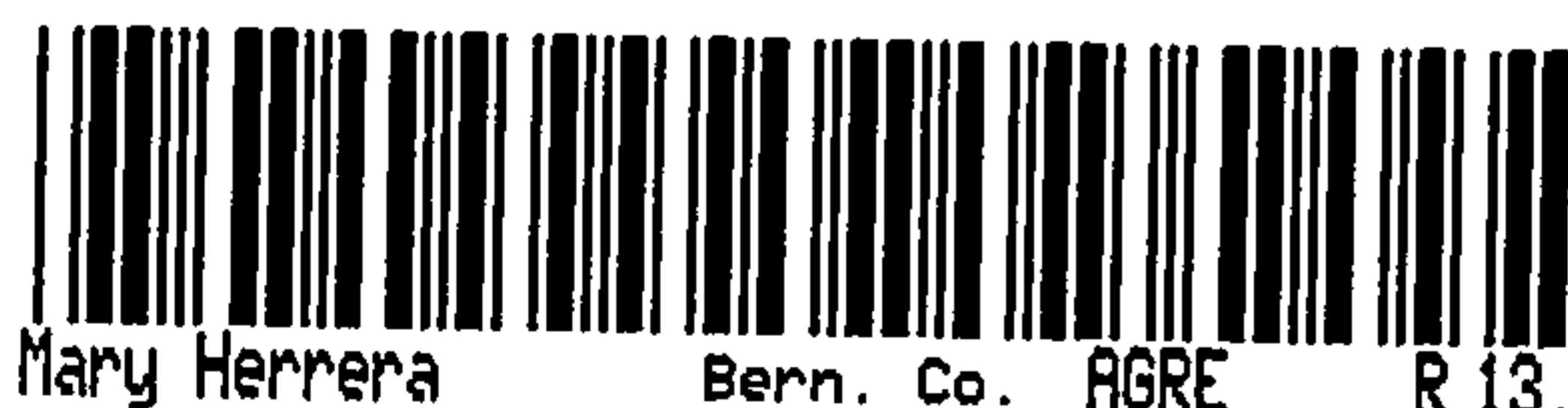
- If the building permit is issued on or after January 1, 2007, the fee shall be \$1875 per dwelling unit.
- If the building permit is issued on or after July 1, 2008, the fee shall be \$2425 per dwelling unit.
- If the permit is issued on or after January 1, 2010, the fee shall be \$2975 per dwelling unit.

The fee for each dwelling unit in multi-family residential structures shall be sixty percent (60 %) of the fee for a single family home. "Multi-family residential structure" means any type of residential property other than single-family houses (one single family, detached dwelling unit per lot).

4. Developer agrees that the fee shall be paid to APS at or before the issuance of any building permit for any lot or other parcel of property subject to this agreement.
5. Developer may satisfy all or part of its obligations under this contract by transferring improved or unimproved property to APS, provided that APS must agree to the transfer and to the value placed on the transferred property. APS, upon accepting such transfer, shall credit Developer with an amount equal to the agreed value, and the developer may designate the lot(s) to which such amount(s) shall be applied in satisfaction of its obligations hereunder.
6. This contract may be recorded in the office of the County Clerk of Bernalillo and/or Sandoval County, and shall serve as notice of the Developer's obligation to pay facilities fees. Developer shall include on the plat of the Subdivision a statement that "The property on this plat is subject to a Pre-Development Facilities Fee Agreement with the Albuquerque Public Schools, recorded at [recording data]."
7. APS, through its Facilities Fee Administrator, will provide a Payment Acknowledgement in the form attached hereto to the Developer reflecting receipt of the facilities fee (or equivalent compensation as described in paragraph 5 above), which form may be given to the City to show satisfaction of the fee obligation and satisfy that condition for receiving building permits. Developer may record that Payment Acknowledgment in the real estate records of Bernalillo or Sandoval County, but APS shall not be responsible for paying any recording fees nor shall APS be responsible for recording any such documents with the office of the County Clerk or any other office.


Signature

JUNO BABY, MANAGER
Name (typed or printed) and title
OF 207 ALISO DRIVE LLC



Mary Herrera

Bern. Co. AGRE

R 13.00

2006177391

6564955

Page: 2 of 3

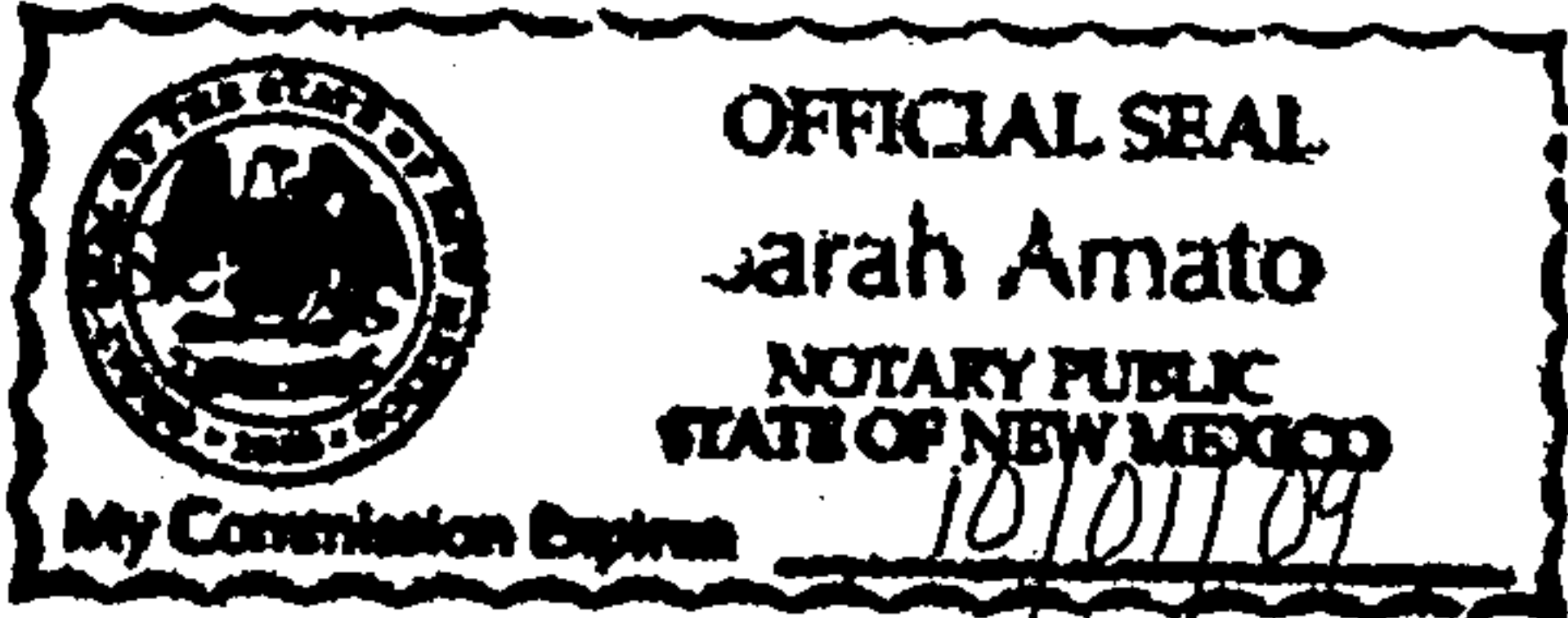
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Bk-A127 Pg-6901

Developer

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on November 21st, by JUNO
PRABU as MEMBER of 207 ALISO DR, LLC, a corporation.



Sarah Amato
Notary Public

My commission expires: 10/01/09

ALBUQUERQUE PUBLIC SCHOOLS

By: Brad Winter
Signature

BRAD WINTER Executive Director
Name (typed or printed) and title

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on 11/27/2006, by Brad Winter
as Executive Director of the Albuquerque Municipal School
District No. 12, Bernalillo and Sandoval Counties, a school district organized and existing under
the laws of the State of New Mexico.

(Seal)

Donna Valdes
Notary Public

My commission expires: 11/21/08



Mary Herrera

Bern. Co. AGRE

R 13.00

2006177391

6564955

Page: 3 of 3

11/28/2006 10:44A

Bk-A127 Pg-6901

No. of Lots: 1
Nearest Major Streets
Aliso Dr SE & Silver Ave SE

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 15th day of November, 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 207 Aliso Drive, LLC

207 Aliso Drive, LLC ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] New Mexico limited liability company whose address is P.O. Box 7897, Albuquerque, NM 87194 and whose telephone number is 232-3017, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

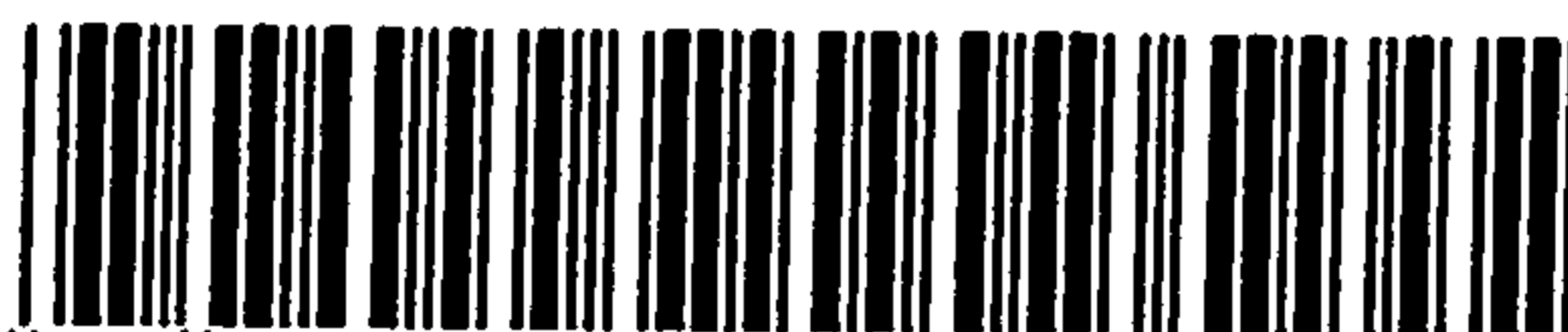
1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] Lot 3A, Block 3, Granada Heights & *, recorded on 04/28/77 in the records of the Bernalillo County Clerk at Book Vol. B12, pages Folio 182 through --- (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:] 207 Aliso Drive, LLC ("Owner").

*Lot 4, Block 3, Granada Heights, recorded on 10/14/25, Volume: D1, Folio 52
The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Lot 3A1, Block 3, Granada Heights 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 Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 01 day of March, 2008 ("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. 757482.

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



FRED ARFMAN

268-8828

"ALSO LOFTS II"

FRED ARFMAN

268-8828

"ALSO LOFTS 11"

the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual, Volume 1, Chapter 5, Work Order Process, and figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured or has caused to be procured public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that, if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer.

B. The Subdivider complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

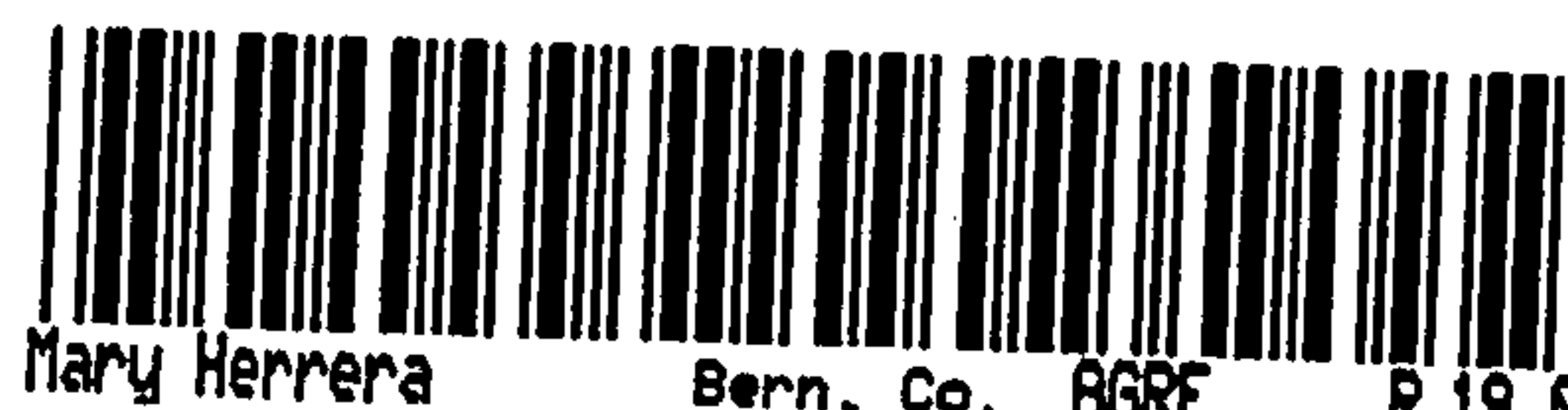
<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>3.25% actual construction cost</u>
<u>Excavation And Sidewalk Ordinance, Street Restoration Fees</u>	<u>As required per City-approved estimate. (Figure 7)</u>

(Note: The Subdivider must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

4. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by Surveys Southwest Ltd., and construction surveying of the private Improvements shall be performed by Surveys Southwest Ltd. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Isaacson & Arfman, P.A., and inspection of the private Improvements shall be performed by Isaacson & Arfman, P.A., both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider



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 Geo-Test, Inc., and field testing of the private Improvements shall be performed by Geo-Test, Inc., 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 No. 236A (FIRST COMM. BANK)
Amount: \$ 117,610.69 Name of Financial Institution or Surety
Date City first able to call Guaranty: March 15th ;
[Construction Completion Deadline]: March 15th 20 08
If Guaranty other than a Bond, last day City able to call Guaranty is:
May 15th 2008.
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.



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.

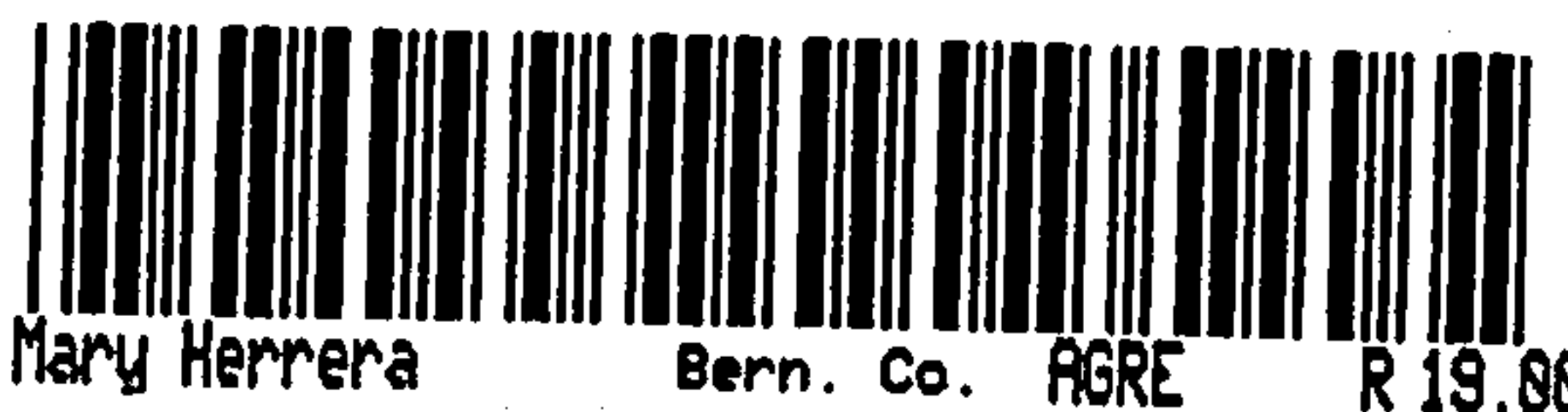
17. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

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.





November 1, 2006

Bruce J. Pearlman, PhD
Chief Administrative Officer
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

LOAN RESERVE LETTER No. 2364

RE: Loan Reserve for 207 Aliso Drive LLC
City of Albuquerque, Project ID# 757482
Project Name: 207 Aliso Drive LLC
Loan Reserve Amount: One Hundred Seventeen Thousand Six Hundred
Ten Dollars and 69/00, (\$117,610.69)

Dear Dr. Pearlman:

This is to advise the City of Albuquerque ("City") that, at the request of 207 Aliso Drive, LLC ("Borrower"), First Community Bank, ("Financial Institution") in Albuquerque, New Mexico, commits the sum of One Hundred Seventeen Thousand Six Hundred Ten Dollars and 69/00, (\$117,610.69) ("Loan Reserve") for the exclusive purpose of providing the financial guarantee which the City requires 207 Aliso Drive, LLC, ("Subdivider") to provide for the installation of the improvements which must be constructed at 207 Aliso Dr, Project No. 757482 ("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 11/17/06 in the records of the Clerk of *Bun* County, New Mexico, in Book Misc. *A127* at pages 3320 to 3320, ("Agreement").

1. Reduction of Commitment. If the City Engineer, or that person's authorized designee, determines that it is appropriate to release a specified amount of the Loan Reserve as the result of the Subdivider's construction of a portion of the required infrastructure, then the City Engineer, or that person's authorized designee, may execute an "Authorization to Reduce" which will authorize the Financial Institution to release a specified amount from the Loan Reserve.

The Authorization to Reduce 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 Reduce, 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 Reserve, 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 Reserve 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 March 1, 2008, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between March 1, 2008, and May 1, 2008, inclusive, the City may demand payment 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 which shall state that the Subdivider has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the Loan Reserves cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Loan Reserve amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

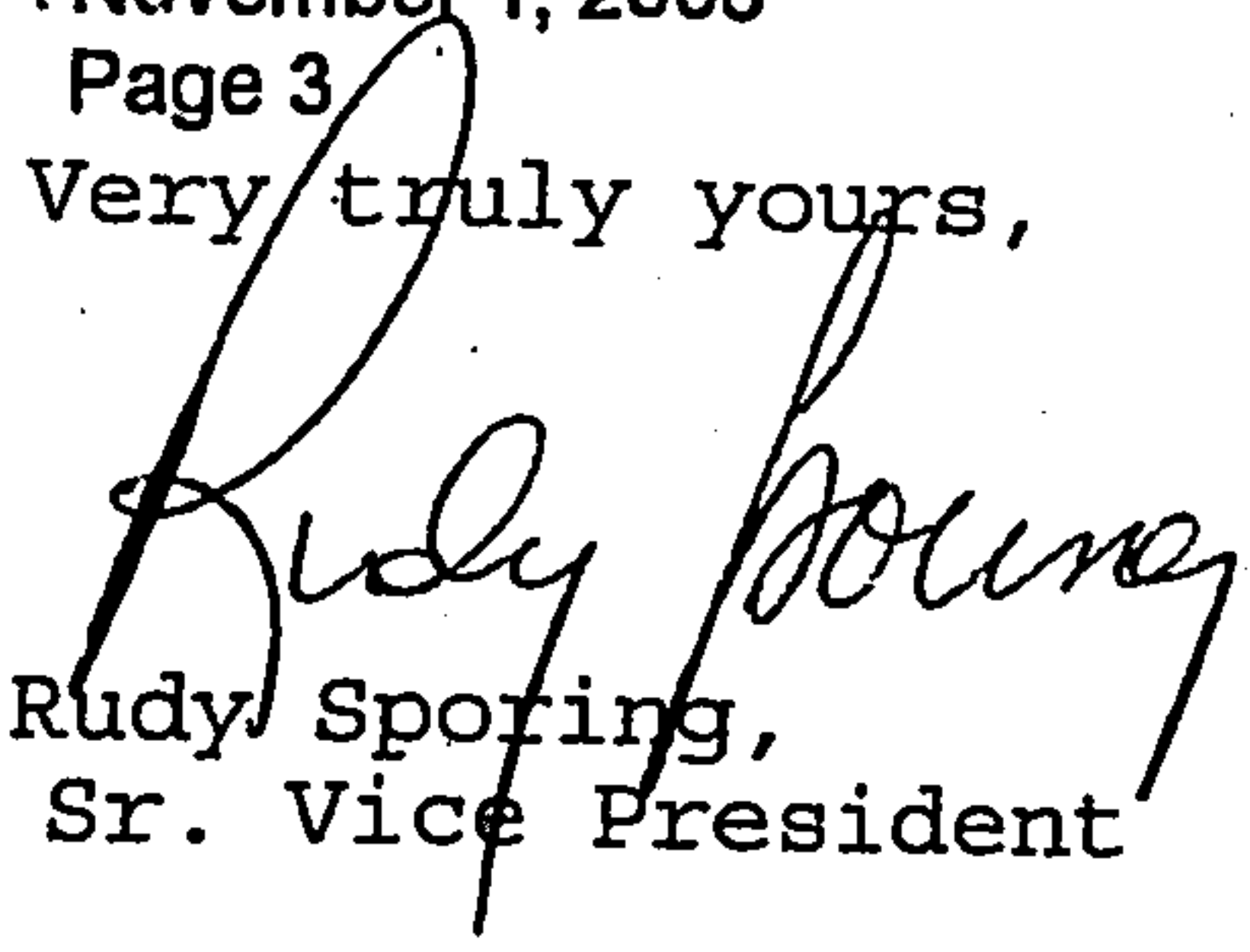
4. Termination of Reserve. This Loan Reserve is for the benefit of the City and shall be irrevocable until the occurrence of one of the following:
 - A. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or
 - B. City delivery of the Demand for Payment and the Financial Institution's payment to the City of cashier's check as required in Section 3 herein; or
 - C. Expiration of the date May 1, 2008; or
 - D. Written termination of this Loan Reserve Letter, signed by the Chief Administrative Officer of the City.

Bruce J. Pearlman, PhD

November 1, 2006

Page 3

Very truly yours,



Rudy Sporing,
Sr. Vice President

ACCEPTED:

City of Albuquerque

By:



Chief Administrative Officer
Or authorized designee

Title:

City Engineer

Dated:

11-15-06

WJ 11/14/06

11-13-06

ORIGINAL

INFRASTRUCTURE LIST

(Rev. 9-20-05)

EXHIBIT "A"

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

LOT 3A-1, BLOCK 3, GRANADA HEIGHTS

PROPOSED NAME OF PLAT

LOTS 3A & 4, BLOCK 3, GRANADA HEIGHTS

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		STD	Curb & Gutter (Remove & Replace)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		STD	Curb & Gutter (Remove & Replace)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		9'	Residential Paving (Remove & Dispose)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		Width Varies	Residential Paving (Remove & Dispose)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		6'	PCC Sidewalk (To Be Deferred)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		6'	PCC Sidewalk (To Be Deferred)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		Type 'A'	Storm Drain Inlet (incl conn pipe to existing)	Aliso Dr. @ Silver Av.			/	/	/
		6'	PCC SIDEWALK (TO BE DEFERRED)	SILVER	ALISO	WEST P.P. LINE	/	/	/
							/	/	/

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

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

NOTES

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

1 Grading and Drainage Certification required per DPM (prior to release of financial guarantees) as defined on the approved grading plan.

2 Storm drain sizes are subject to change per final DRC determination.

3 Signing per DPM.

AGENT / OWNER

Fred C. Arfman, PE
NAME (print)

Isaacson & Arfman, P.A.
FIRM

Fred C. Arfman 08/22/06
SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Andrew Jones - 8/30/06
for DRB CHAIR - date

Christina Sandoval 8/30/06
PARKS & GENERAL RECREATION - date

[Signature] 8-30-06
TRANSPORTATION DEVELOPMENT - date

AMAFCA - date

[Signature] 8/30/06
UTILITY DEVELOPMENT - date

- date

Bradley J. Bingham 8/30/06
CITY ENGINEER - date

- date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

FINANCIAL GUARANTY AMOUNT

10/05/2006

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

Project Description:

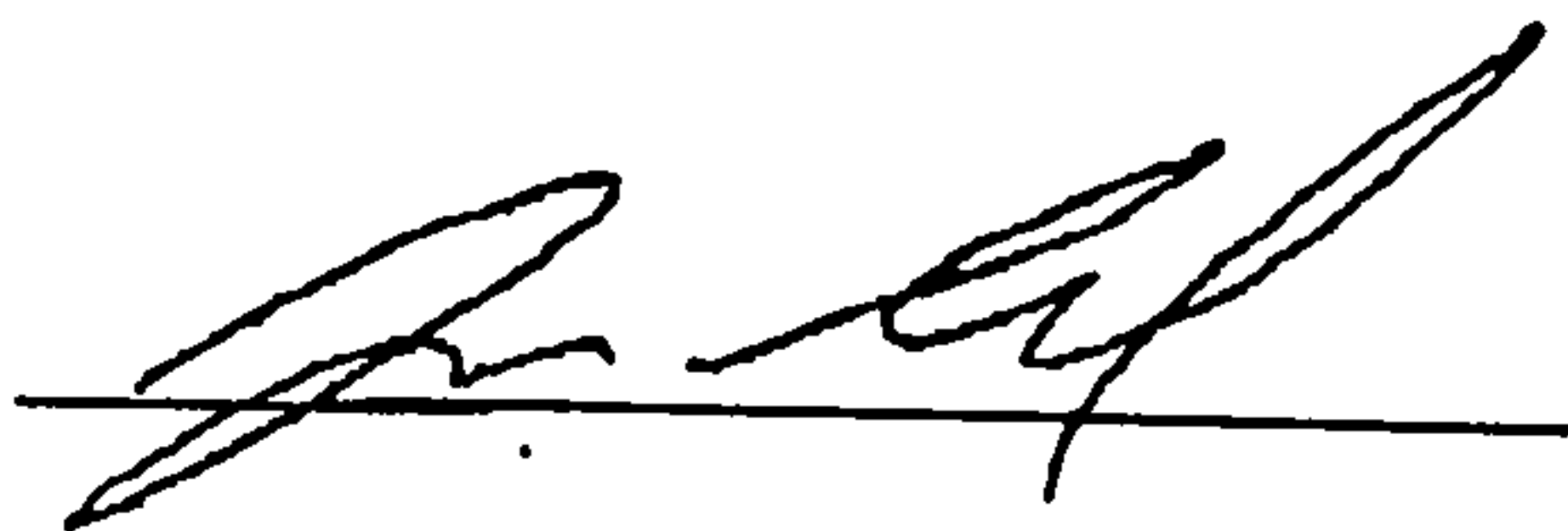
Project ID #: 757482, Aliso Lofts, Ph II, Phase/Unit #: 1

Requested By: Fred Arfman, PE w/ Isaacson & Arfman, P.A.

Approved estimate amount:		\$73,695.02
Contingency Amount:	10.00%	\$7,369.50
Subtotal:		\$81,064.52
NMGRT	6.875%	\$5,573.19
Subtotal:		\$86,637.71
Engineering Fee	6.60%	\$5,718.09
Testing Fee	2.00%	\$1,732.75
Subtotal:		\$94,088.55
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$117,610.69</u>

APPROVAL:

DATE:



10-5-06

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

No. of Lots: 1
Nearest Major Streets
Aliso Dr SE & Silver Ave SE

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 15th day of November, 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 207 Aliso Drive, LLC

("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] New Mexico limited liability company whose address is P.O. Box 7897, Albuquerque, NM 87194 and whose telephone number is 232-3017, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

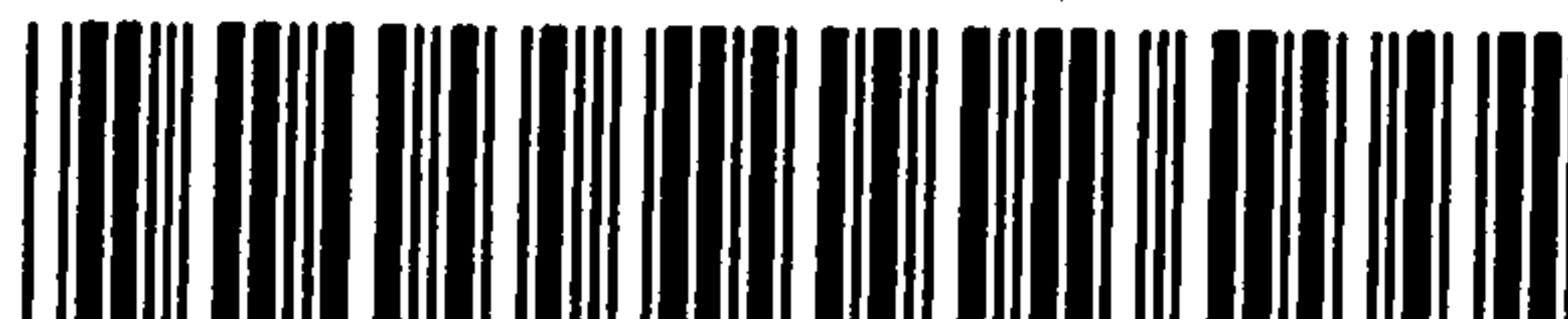
1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] Lot 3A, Block 3, Granada Heights & *, recorded on 04/28/77 in the records of the Bernalillo County Clerk at Book Vol. B12, pages Folio 182 through (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:] 207 Aliso Drive, LLC ("Owner").

*Lot 4, Block 3, Granada Heights, recorded on 10/14/25, Volume D1, Folio 52
The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Lot 3A1, Block 3, Granada Heights 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 Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 01 day of March, 2008 ("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. 757482.

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



the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual, Volume 1, Chapter 5, Work Order Process, and figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured or has caused to be procured public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that, if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer.

B. The Subdivider complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:


<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>3.25% actual construction cost</u>
<u>Excavation And Sidewalk Ordinance, Street Restoration Fees</u>	<u>As required per City-approved estimate. (Figure 7)</u>

(Note: The Subdivider must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

4. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by Surveys Southwest Ltd., and construction surveying of the private Improvements shall be performed by Surveys Southwest Ltd.. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Isaacson & Arfman, P.A., and inspection of the private Improvements shall be performed by Isaacson & Arfman, P.A., both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider



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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 Geo-Test, Inc., and field testing of the private Improvements shall be performed by Geo-Test, Inc., 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 No. 2314 (FIRST COMM. BANK)
Amount: \$ 117,610.69 Name of Financial Institution or Surety
Date City first able to call Guaranty: March 15th ;
[Construction Completion Deadline]: March 15th 20 08
If Guaranty other than a Bond, last day City able to call Guaranty is:
May 15th 2008
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.



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.



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

SUBDIVIDER: 207 Aliso Drive, LLC

CITY OF ALBUQUERQUE

By [Signature]: [Signature]
Name: PHILLIP RABY
Title: MANAGER
Dated: 11/7/06

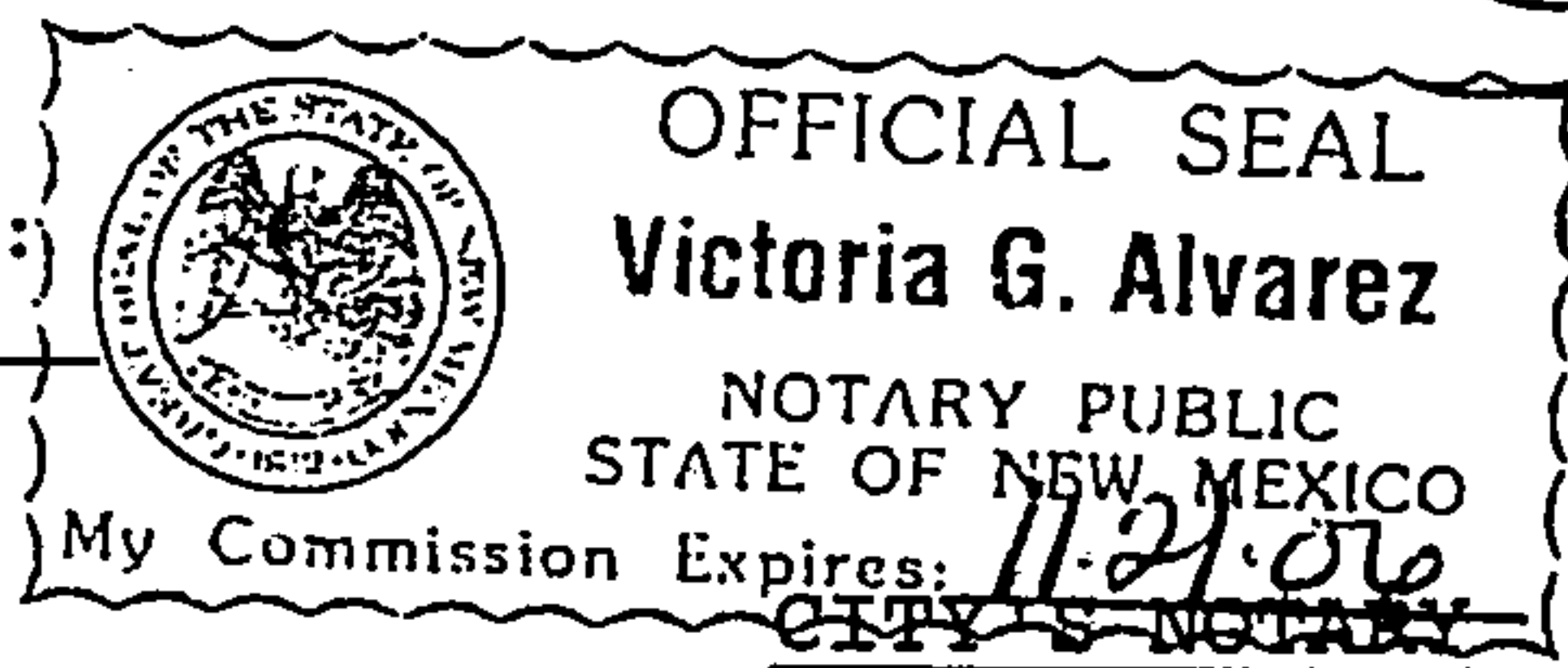
[Signature]
City Engineer
Dated: 11-15-06

[Handwritten] 11-13-06

SUBDIVIDER'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO

This instrument was acknowledged before me on 7 day of Nov, 2006 by [name of person:] Phillip Raby, [title or capacity, for instance, "President" or "Owner":] manager of [Subdivider:] 207 Aliso Dr.



[Signature]
Notary Public

My Commission Expires: 11-21-06

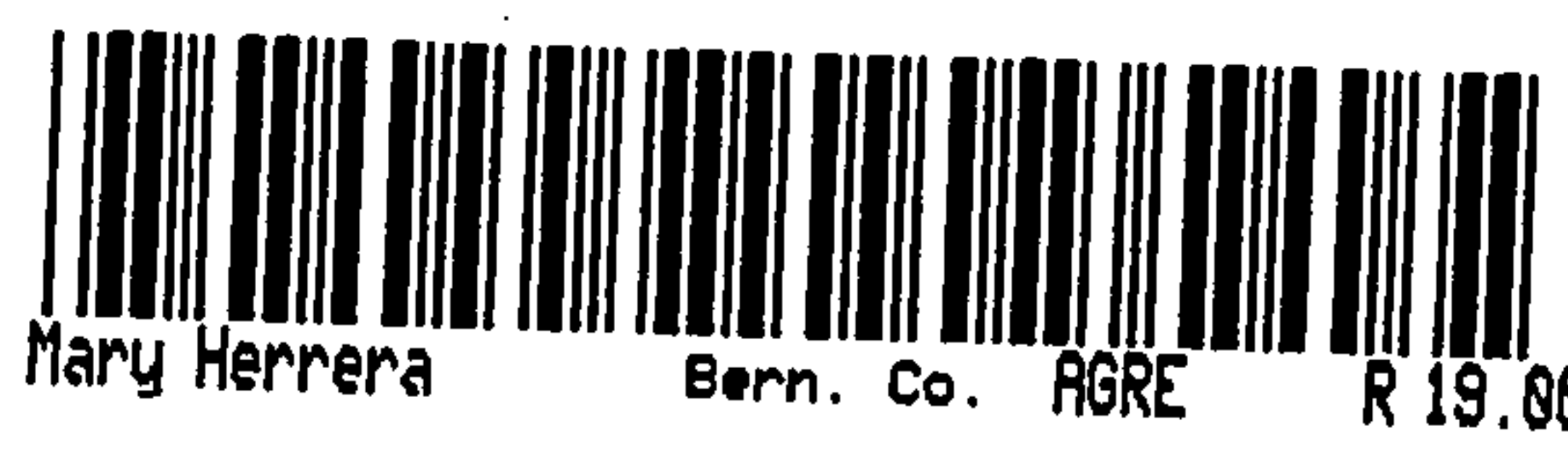
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 15th day of November, 2006 by Richard Dousto, 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



2006173797
6561361
Page: 6 of 6
11/17/2006 11:06A
Bk-A127 Pg-3320



November 1, 2006

Bruce J. Pearlman, PhD
Chief Administrative Officer
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

LOAN RESERVE LETTER No. 2364

RE: Loan Reserve for 207 Aliso Drive LLC
City of Albuquerque, Project ID# 757482
Project Name: 207 Aliso Drive LLC
Loan Reserve Amount: One Hundred Seventeen Thousand Six Hundred
Ten Dollars and 69/00, (\$117,610.69)

Dear Dr. Pearlman:

This is to advise the City of Albuquerque ("City") that, at the request of 207 Aliso Drive, LLC ("Borrower"), First Community Bank, ("Financial Institution") in Albuquerque, New Mexico, commits the sum of One Hundred Seventeen Thousand Six Hundred Ten Dollars and 69/00, (\$117,610.69) ("Loan Reserve") for the exclusive purpose of providing the financial guarantee which the City requires 207 Aliso Drive, LLC, ("Subdivider") to provide for the installation of the improvements which must be constructed at 207 Aliso Dr, Project No. 757482 ("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 11/17/06 in the records of the Clerk of *Bun* County, New Mexico, in Book Misc. *A127* at pages 3320 to 3320, ("Agreement").

1. Reduction of Commitment. If the City Engineer, or that person's authorized designee, determines that it is appropriate to release a specified amount of the Loan Reserve as the result of the Subdivider's construction of a portion of the required infrastructure, then the City Engineer, or that person's authorized designee, may execute an "Authorization to Reduce" which will authorize the Financial Institution to release a specified amount from the Loan Reserve.

The Authorization to Reduce 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 Reduce, 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 Reserve, 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 Reserve 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 March 1, 2008, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between March 1, 2008, and May 1, 2008, inclusive, the City may demand payment 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 which shall state that the Subdivider has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the Loan Reserves cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Loan Reserve amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

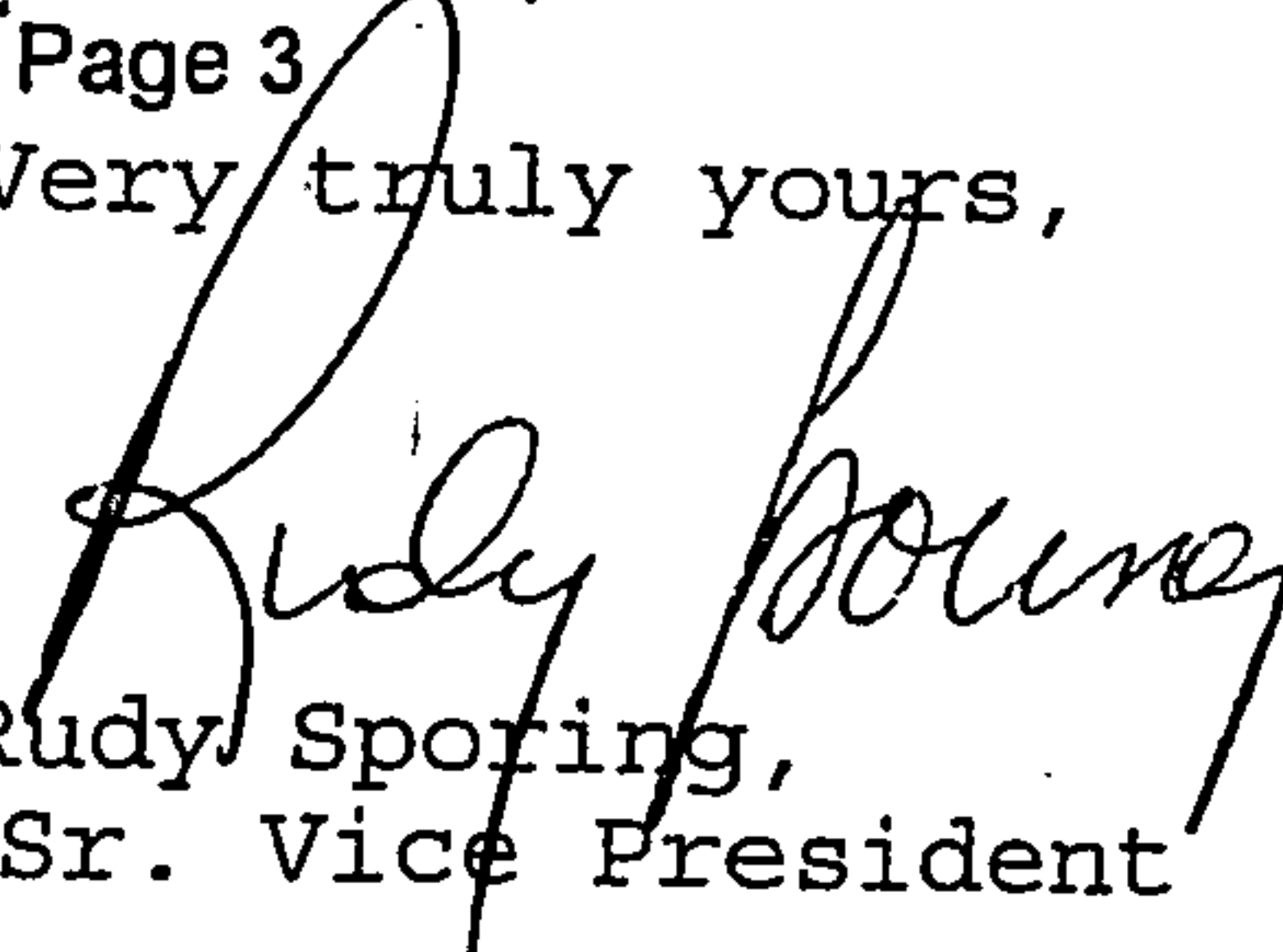
4. Termination of Reserve. This Loan Reserve is for the benefit of the City and shall be irrevocable until the occurrence of one of the following:
 - A. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or
 - B. City delivery of the Demand for Payment and the Financial Institution's payment to the City of cashier's check as required in Section 3 herein; or
 - C. Expiration of the date May 1, 2008; or
 - D. Written termination of this Loan Reserve Letter, signed by the Chief Administrative Officer of the City.

Bruce J. Pearlman, PhD

November 1, 2006

Page 3

Very truly yours,


Rudy Sporing,
Sr. Vice President

ACCEPTED:

City of Albuquerque

By: 

Chief Administrative Officer
Or authorized designee

Title: City Engineer

Dated: 11-15-06

DJ 11/14/06

11-13-06

ORIGINAL

INFRASTRUCTURE LIST

(Rev. 9-20-05)

EXHIBIT "A"

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

**LOT 3A-1, BLOCK 3, GRANADA HEIGHTS
PROPOSED NAME OF PLAT**

**LOTS 3A & 4, BLOCK 3, GRANADA HEIGHTS
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION**

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		STD	Curb & Gutter (Remove & Replace)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		STD	Curb & Gutter (Remove & Replace)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		8'	Residential Paving (Remove & Dispose)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		Width Varies	Residential Paving (Remove & Dispose)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		6'	PCC Sidewalk (To Be Deferred)	Aliso Dr.	Silver Av.	Arlote Av.	/	/	/
		6'	PCC Sidewalk (To Be Deferred)	Arlote Av.	Aliso Dr.	West Property Line	/	/	/
		Type 'A'	Storm Drain Inlet (incl conn pipe to existing)	Aliso Dr. @ Silver Av.			/	/	/
		6'	PCC SIDEWALK (TO BE DEFERRED)	SILVER	ALISO	WEST SO. P. LINE	/	/	/
							/	/	/

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

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

NOTES

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

- 1 Grading and Drainage Certification required per DPM (prior to release of financial guarantees) as defined on the approved grading plan.
- 2 Storm drain sizes are subject to change per final DRC determination.
- 3 Signing per DPM.

AGENT / OWNER

Fred C. Arfman, PE
NAME (print)

Isaacson & Arfman, P.A.
FIRM

Fred C. Arfman 08/22/06
SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Andrew Jones 8/30/06
DRB CHAIR - date

[Signature] 8-30-06
TRANSPORTATION DEVELOPMENT - date

Robert [Signature] 8/30/06
UTILITY DEVELOPMENT - date

Bradley D. Bingham 8/30/06
CITY ENGINEER - date

Christina Sandoval 8/30/06
PARKS & GENERAL RECREATION - date

AMAFCA - date

- date

- date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

FINANCIAL GUARANTY AMOUNT

10/05/2006

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

Project Description:

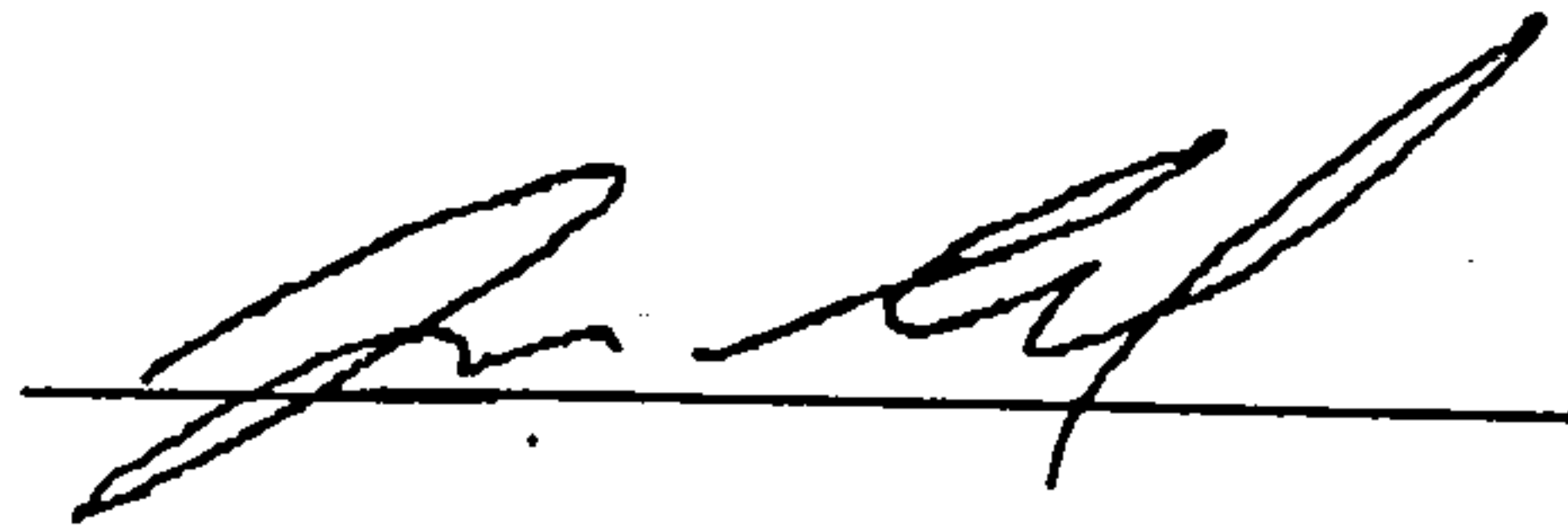
Project ID #: 757482, Aliso Lofts, Ph II, Phase/Unit #: 1

Requested By: Fred Arfman, PE w/ Isaacson & Arfman, P.A.

Approved estimate amount:		\$73,695.02
Contingency Amount:	10.00%	\$7,369.50
Subtotal:		\$81,064.52
NMGRT	6.875%	\$5,573.19
Subtotal:		\$86,637.71
Engineering Fee	6.60%	\$5,718.09
Testing Fee	2.00%	\$1,732.75
Subtotal:		\$94,088.55
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$117,610.69</u>

APPROVAL:

DATE:



10-5-06

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

FIGURE 19
SIDEWALK DEFERRAL AGREEMENT
PROJECT NO. 757482

THIS AGREEMENT is made this 15th day of November, 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 207 Aliso Drive, LLC ("Developer"), whose address is P.O. Box 7897, Albuquerque, NM 87194 and whose telephone number is 232-3017, a (state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.): New Mexico limited liability company, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) Lots 3A & 4, Block 3, Granada Heights (the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and (state "preliminary" or "final":) preliminary plat, to be identified as (state name of plat): Lot 3A1, Block 3, Granada Heights and

WHEREAS, Developer has requested and the City has determined that it is acceptable for the Developer to defer construction of the sidewalks within the Subdivision until after construction of other required infrastructure; and

WHEREAS, the Subdivision Ordinance requires all sidewalks to be completed within four (4) years after execution of the Agreement to Construct Subdivision Improvements; and

WHEREAS, the Developer must execute and deliver to the City an Agreement and an acceptable financial guaranty to provide funds for construction of the sidewalk improvements in case the Developer does not complete the construction as required.

THEREFORE, the City and the Developer agree:

1.A. Sidewalk Construction Deadline. Developer has obtained a sidewalk deferral, as shown in the attached Exhibit "A", which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalk to the satisfaction of the City by March 15th, 2008 ("Sidewalk Construction Deadline").

B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Subdivision Improvements Agreement, the Developer may request an extension from the Project Review Section for an additional period of time, which shall not exceed a total of four years after execution of the Subdivision Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension. If the Developer will need more than four (4) years after execution of the Subdivision Improvements Agreement to construct the sidewalks, the Developer must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.



2. Financial Guaranty. Developer will provide a financial guaranty in an amount of not less than 125% of the cost of constructing the sidewalk improvements within the Subdivision, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, 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 Sidewalk Construction Deadline. To meet the Subdivision Ordinance requirements, the Developer has provided the following "Financial Guaranty":

Type of Financial Guaranty: LOAN RESERVE LETTER No. 2365
Amount: \$ 9,189.03 Name of Financial Institution or
Surety providing Guaranty: FIRST COMMUNITY BANK
Date City first able to call Guaranty (Sidewalk Construction
Deadline): March 1st, 2008.
If Guaranty other than a Bond, last day City able to call
Guaranty is: May 1st, 2008.
Additional Information: _____

3. Completion, Acceptance and Release. The Developer shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and Sidewalk Deferral Agreement.

4. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Variance Agreement. Conveyance may be by dedication on the final plat of the Subdivision.

5. Indemnification. Until the sidewalks are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the sidewalks are being constructed in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any kind brought because of any injury or damage arising out of the design or construction of the sidewalks, or by reason of any act, omission or misconduct of the Developer, its agents or employees. 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. 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 City, or the agents or employees of the City; or (2) the giving of or the failure to give directions or instructions by the City, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

6. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of financial institution or surety which has undertaken to guaranty 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.



7. Release. If the subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when the Developer'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.

8. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks to be constructed as shown on the final plat and in the approved plans and specifications. The Developer 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 Developer'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 Financial Guaranty, the Developer 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 the Financial Guaranty.

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

10. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer'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.

11. 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.

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

13. 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.

14. 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.

15. Form not Changes. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.

16. Authority to Execute. If the Developer signing below is not the Owner of the Subdivision, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.





November 1, 2006

Bruce J. Pearlman, PhD
Chief Administrative Officer
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

LOAN RESERVE LETTER No. 2365

RE: Loan Reserve for 207 Aliso Drive LLC
City of Albuquerque, Project ID#757482
Project Name: 207 Aliso Drive LLC
Loan Reserve Amount: Nine Thousand One Hundred Eighty
Nine Dollars and 03/00, (\$9,189.03)

Dear Dr. Pearlman:

This is to advise the City of Albuquerque ("City") that, at the request of 207 Aliso Drive, LLC ("Borrower"), First Community Bank, ("Financial Institution") in Albuquerque, New Mexico, commits the sum of Nine Thousand One Hundred Eighty-Nine Dollars and 03/00, (\$9,189.03) ("Loan Reserve") for the exclusive purpose of providing the financial guarantee which the City requires 207 Aliso Drive, LLC, ("Subdivider") to provide for the installation of the improvements which must be constructed at 207 Aliso Drive, Project No. 757482 ("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 ~~11-17-06~~ in the records of the Clerk of *Bernalillo* County, New Mexico, in Book Misc. *A127* at pages *331B* to *331B*, ("Agreement").

1. Reduction of Commitment. If the City Engineer, or that person's authorized designee, determines that it is appropriate to release a specified amount of the Loan Reserve as the result of the Subdivider's construction of a portion of the required infrastructure, then the City Engineer, or that person's authorized designee, may execute an "Authorization to Reduce" which will authorize the Financial Institution to release a specified amount from the Loan Reserve.

The Authorization to Reduce 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 Reduce, 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 Reserve, 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 Reserve 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 March 1, 2008, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between March 1, 2008, and May 1, 2008, inclusive, the City may demand payment 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 which shall state that the Subdivider has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the Loan Reserves cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Loan Reserve amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

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 Institution's payment to the City of cashier's check as required in Section 3 herein; or

C. Expiration of the date May 1, 2008; or


D. Written termination of this Loan Reserve Letter, signed by the Chief Administrative Officer of the City.

Very truly yours,


Rudy Sporing
Sr. Vice President


ACCEPTED:

City of Albuquerque

By: 
Chief Administrative Officer
Or authorized designee

Title: City Engineer

Dated: 11-15-06

 11/14/06


 11-13-06



Exhibit A

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 30, 2006

9. **Project # 1004779**
06DRB-01218 Minor-Prelim&Final Plat Approval
06DRB-01219 Minor-Temp Defer SDWK

ISAACSON & ARFMAN agent(s) for 207 ALISO DRIVE LLC request(s) the above action(s) for all or a portion of Lot(s) 3A & 4, Block(s) 3, GRANADA HEIGHTS (to be known as **LOT 3A-1, BLOCK 3, GRANADA HEIGHTS**) zoned R-2 residential zone, located on ALISO DR SE, between SILVER AVE SE and ARLOTTE AVE SE containing approximately 1 acre(s). [REF: 06DRB-00393] (K-17)

At the August 30, 2006, Development Review Board meeting, with the signing of the infrastructure list dated 8/30/06 the preliminary plat was approved with the following conditions of final plat approval:

Show the floodplain on the lot.

The easements shall be retained for existing public water/sewer lines as determined prior to final plat approval.

The final plat was indefinitely deferred for the SIA.

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: 207 Aliso Dr LLC, P.O. Box 7897, 87194
Isaacson & Arfman PA, 128 Monroe St NE, 87108
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

FINANCIAL GUARANTY AMOUNT

10/05/2006

Type of Estimate: Sidewalk Deferral

Project Description:

Project ID #: 757482, Aliso Lofts, Ph II, Phase/Unit #: 1

Requested By: Fred Arfman, PE w/ Isaacson & Arfman, P.A.

Approved estimate amount:		\$6,878.33
NMGRT	6.875%	\$472.89
Subtotal:		\$7,351.22
125% FINANCIAL GUARANTY RATE		1.25
TOTAL FINANCIAL GUARANTY REQUIRED		\$9,189.03

APPROVAL:

DATE:



10-5-06

Notes:

FIGURE 19
SIDEWALK DEFERRAL AGREEMENT
PROJECT NO. 757482

THIS AGREEMENT is made this 15th day of November, 2008, 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 207 Aliso Drive, LLC ("Developer"), whose address is P.O. Box 7897, Albuquerque, NM 87194 and whose telephone number is 232-3017, a (state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc. :) New Mexico limited liability company, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) Lots 3A & 4, Block 3, Granada Heights (the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and (state "preliminary" or "final":) preliminary plat, to be identified as (state name of plat:) Lot 3A1, Block 3, Granada Heights and

WHEREAS, Developer has requested and the City has determined that it is acceptable for the Developer to defer construction of the sidewalks within the Subdivision until after construction of other required infrastructure; and

WHEREAS, the Subdivision Ordinance requires all sidewalks to be completed within four (4) years after execution of the Agreement to Construct Subdivision Improvements; and

WHEREAS, the Developer must execute and deliver to the City an Agreement and an acceptable financial guaranty to provide funds for construction of the sidewalk improvements in case the Developer does not complete the construction as required.

THEREFORE, the City and the Developer agree:

1.A. Sidewalk Construction Deadline. Developer has obtained a sidewalk deferral, as shown in the attached Exhibit "A", which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalk to the satisfaction of the City by March 15th, 2008 ("Sidewalk Construction Deadline").

B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Subdivision Improvements Agreement, the Developer may request an extension from the Project Review Section for an additional period of time, which shall not exceed a total of four years after execution of the Subdivision Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension. If the Developer will need more than four (4) years after execution of the Subdivision Improvements Agreement to construct the sidewalks, the Developer must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.



2. Financial Guaranty. Developer will provide a financial guaranty in an amount of not less than 125% of the cost of constructing the sidewalk improvements within the Subdivision, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, 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 Sidewalk Construction Deadline. To meet the Subdivision Ordinance requirements, the Developer has provided the following "Financial Guaranty":

Type of Financial Guaranty: LOAN RESERVE LETTER No. 2365
Amount: \$ 9,189.03 Name of Financial Institution or
Surety providing Guaranty: FIRST COMMUNITY BANK
Date City first able to call Guaranty (Sidewalk Construction
Deadline): March 1st, 2008.
If Guaranty other than a Bond, last day City able to call
Guaranty is: May 1st, 2008.
Additional Information: _____

3. Completion, Acceptance and Release. The Developer shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and Sidewalk Deferral Agreement.

4. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Variance Agreement. Conveyance may be by dedication on the final plat of the Subdivision.

5. Indemnification. Until the sidewalks are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the sidewalks are being constructed in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any kind brought because of any injury or damage arising out of the design or construction of the sidewalks, or by reason of any act, omission or misconduct of the Developer, its agents or employees. 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. 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 City, or the agents or employees of the City; or (2) the giving of or the failure to give directions or instructions by the City, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

6. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of financial institution or surety which has undertaken to guaranty 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.



7. Release. If the subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when the Developer'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.

8. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks to be constructed as shown on the final plat and in the approved plans and specifications. The Developer 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 Developer'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 Financial Guaranty, the Developer 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 the Financial Guaranty.

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

10. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer'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.

11. 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.

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

13. 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.

14. 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.

15. Form not Changes. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.

16. Authority to Execute. If the Developer signing below is not the Owner of the Subdivision, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.





**FIRST
COMMUNITY
BANK**

November 1, 2006

Bruce J. Pearlman, PhD
Chief Administrative Officer
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

LOAN RESERVE LETTER No. 2365

RE: Loan Reserve for 207 Aliso Drive LLC
City of Albuquerque, Project ID#757482
Project Name: 207 Aliso Drive LLC
Loan Reserve Amount: Nine Thousand One Hundred Eighty
Nine Dollars and 03/00, (\$9,189.03)

Dear Dr. Pearlman:

This is to advise the City of Albuquerque ("City") that, at the request of 207 Aliso Drive, LLC ("Borrower"), First Community Bank, ("Financial Institution") in Albuquerque, New Mexico, commits the sum of Nine Thousand One Hundred Eighty-Nine Dollars and 03/00, (\$9,189.03) ("Loan Reserve") for the exclusive purpose of providing the financial guarantee which the City requires 207 Aliso Drive, LLC, ("Subdivider") to provide for the installation of the improvements which must be constructed at 207 Aliso Drive, Project No. 757482 ("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 ~~11-17-06~~ in the records of the Clerk of ~~Bernalillo~~ County, New Mexico, in Book Misc. A127 at pages 3318 to 3318, ("Agreement").

1. Reduction of Commitment. If the City Engineer, or that person's authorized designee, determines that it is appropriate to release a specified amount of the Loan Reserve as the result of the Subdivider's construction of a portion of the required infrastructure, then the City Engineer, or that person's authorized designee, may execute an "Authorization to Reduce" which will authorize the Financial Institution to release a specified amount from the Loan Reserve.

The Authorization to Reduce 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 Reduce, which has been signed by the City, the Financial Institution may reduce the Loan Reserve to the Reduced Loan Reserve Balance.

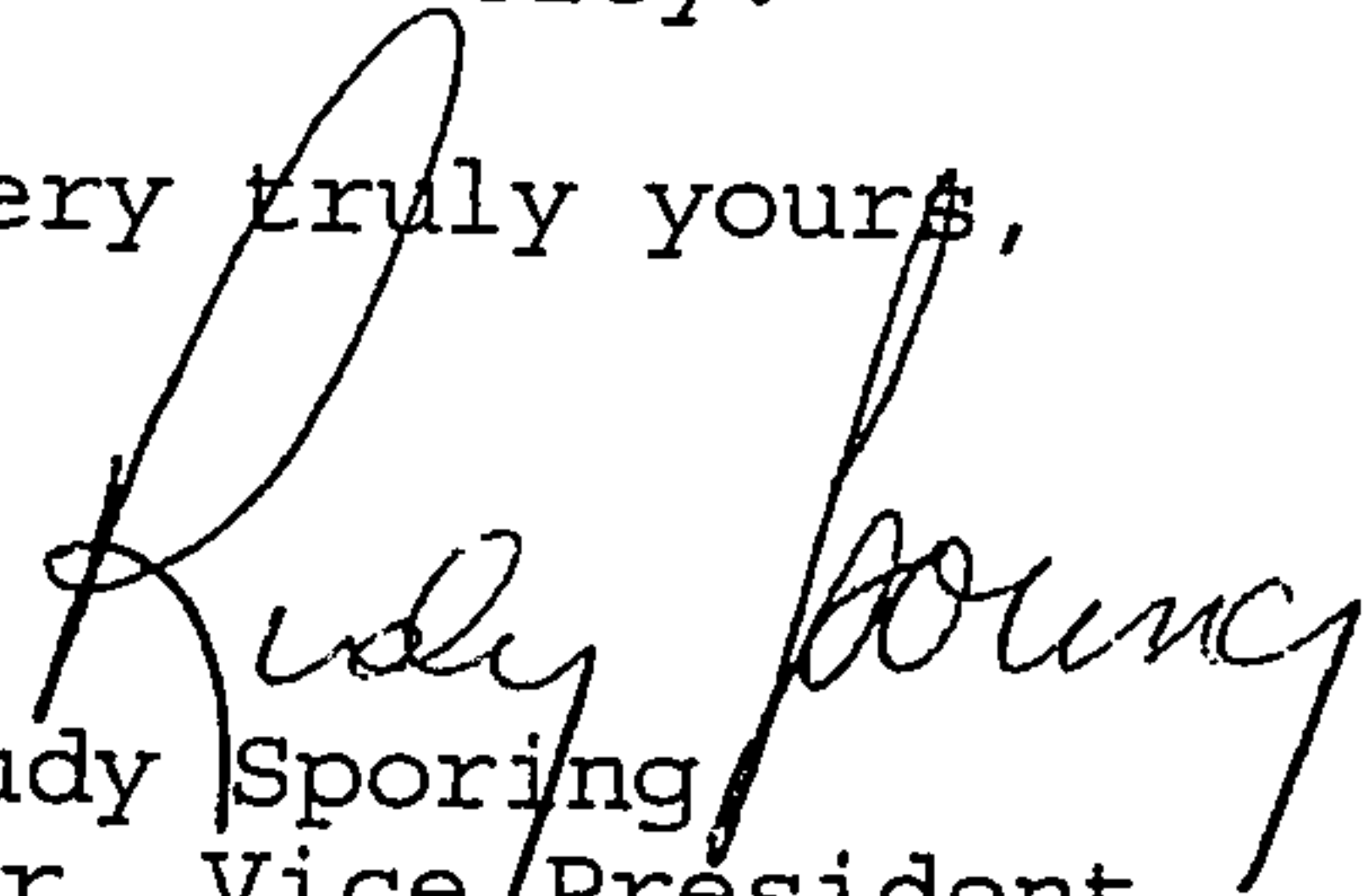
2. Liability of Financial Institution. Although the City may approve the Financial Institution's release of a part of the Loan Reserve, the approval will not constitute the City's final acceptance of part or all of the Project. However, no matter what agreement exists between the Subdivider and the City, the total liability of the Financial Institution to the City with respect to the Loan Reserve 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 March 1, 2008, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between March 1, 2008, and May 1, 2008, inclusive, the City may demand payment 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 which shall state that the Subdivider has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the Loan Reserves cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Loan Reserve amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

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 Institution's payment to the City of cashier's check as required in Section 3 herein; or
- C. Expiration of the date May 1, 2008; or
- D. Written termination of this Loan Reserve Letter, signed by the Chief Administrative Officer of the City.

Very truly yours,


Rudy Sporing
Sr. Vice President

ACCEPTED:

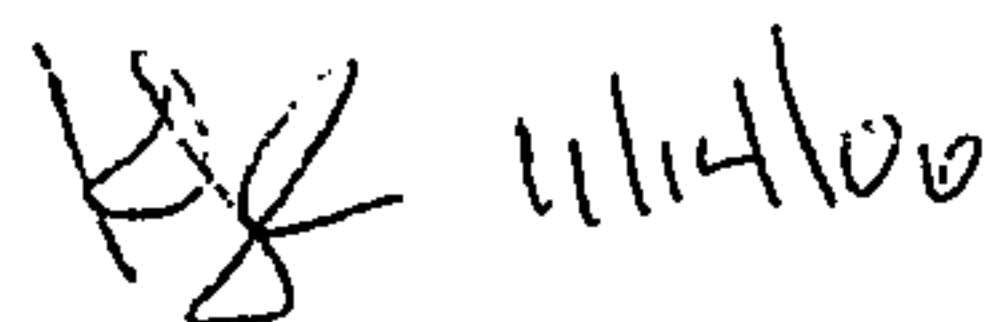
City of Albuquerque

By: 

Chief Administrative Officer
Or authorized designee

Title: City Engineer

Dated: 11-15-06

 11/14/06

 11-13-06



Exhibit A

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 30, 2006

9. **Project # 1004779**
06DRB-01218 Minor-Prelim&Final Plat Approval
06DRB-01219 Minor-Temp Defer SDWK

ISAACSON & ARFMAN agent(s) for 207 ALISO DRIVE LLC request(s) the above action(s) for all or a portion of Lot(s) 3A & 4, Block(s) 3, GRANADA HEIGHTS (to be known as **LOT 3A-1, BLOCK 3, GRANADA HEIGHTS**) zoned R-2 residential zone, located on ALISO DR SE, between SILVER AVE SE and ARLOTTE AVE SE containing approximately 1 acre(s). [REF: 06DRB-00393] (K-17)

At the August 30, 2006, Development Review Board meeting, with the signing of the infrastructure list dated 8/30/06 the preliminary plat was approved with the following conditions of final plat approval:

Show the floodplain on the lot.

The easements shall be retained for existing public water/sewer lines as determined prior to final plat approval.

The final plat was indefinitely deferred for the SIA.

The temporary deferral of construction of sidewalks on the interior streets was approved as shown on Exhibit C in the Planning file.

for Sheran Matson, AICP, DRB Chair

Cc: 207 Aliso Dr LLC, P.O. Box 7897, 87194
Isaacson & Arfman PA, 128 Monroe St NE, 87108
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

FINANCIAL GUARANTY AMOUNT

10/05/2006

Type of Estimate: Sidewalk Deferral

Project Description:

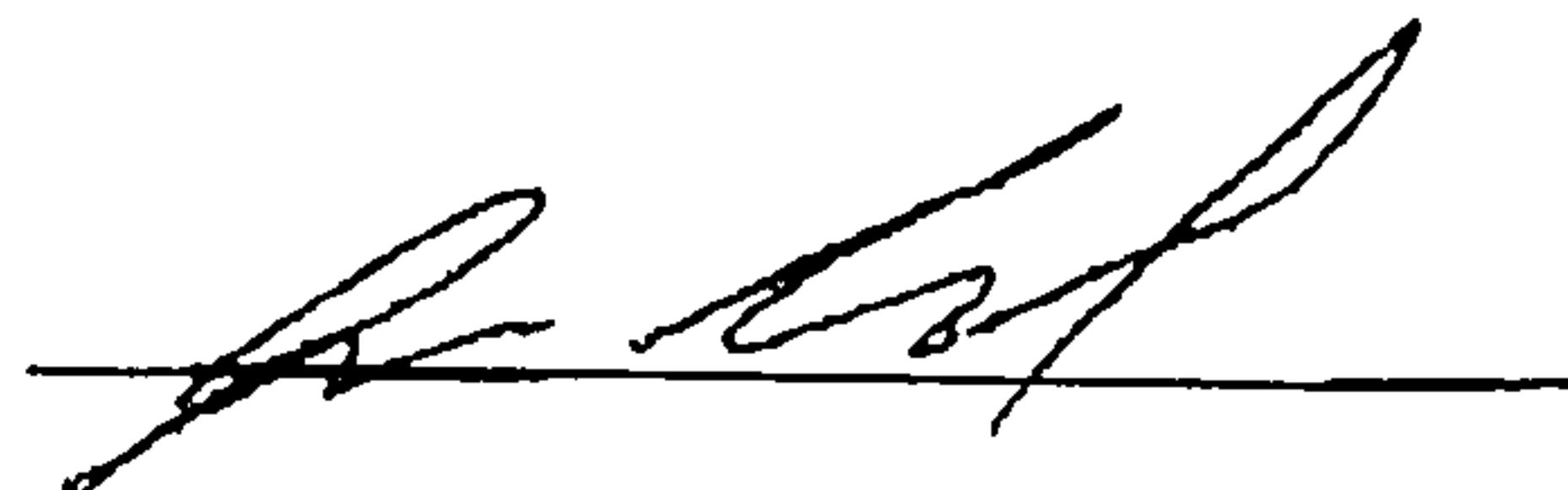
Project ID #: 757482, Aliso Lofts, Ph II, Phase/Unit #: 1

Requested By: Fred Arfman, PE w/ Isaacson & Arfman, P.A.

Approved estimate amount:		\$6,878.33
NMGRT	6.875%	\$472.89
Subtotal:		\$7,351.22
125% FINANCIAL GUARANTY RATE		1.25
TOTAL FINANCIAL GUARANTY REQUIRED		\$9,189.03

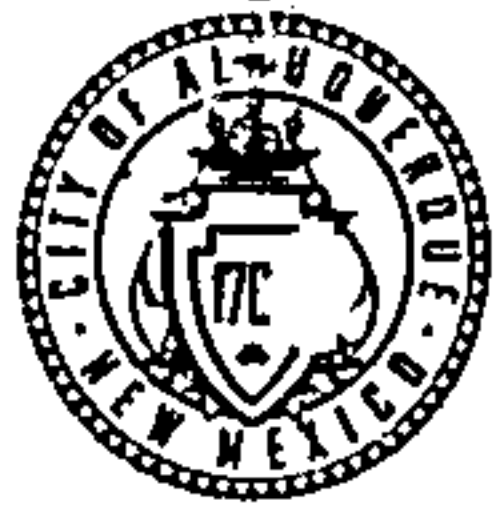
APPROVAL:

DATE:



10-5-06

Notes:



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

April 26, 2006

4. 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)

At the April 26, 2006, Development Review Board meeting, the vacation was approved as shown on Exhibit B 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. Final disposition shall be through the City Real Estate Office.
2. 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.
3. Easements shall be retained for existing public water/sewer lines as determined prior to final plat approval.
4. Reevaluate the corner radii.



OFFICIAL NOTICE OF DECISION

PAGE 2

If you wish to appeal this decision, you must do so by May 11, 2006, 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: 207 Aliso Drive LLC, C Sheffield Partners LLC, 4200 Silver Ave SE, 87108
Isaacson & Arfman PA, 128 Monroe St NE, 87108
Suzanne Jollensten, 8508 Sonona Valley Rd NE, 87122
Scott Howell, Property Management, Legal Dept./4th Flr, City/County Bldg
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

DRB PUBLIC HEARING SIGN IN SHEETS

@ 1500 ↑
on tape ↓

CASE NUMBER: 1004779 AGENDA#: 4 DATE: 4/26/16

1. Name: SUZANNE JOLLESTAD Address: 8508 SONOMA VALLEY RD NE Zip: 97122

2. Name: Fred Artman Address: _____ Zip: _____

3. Name: _____ Address: 4200 Silver Ave NE 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: _____

DRB PUBLIC HEARING SIGN IN SHEETS

CASE NUMBER: 1004779 AGENDA#: 3 DATE: 4/19/06

1. Name: Med Arnold Address: Agent Zip: _____

2. Name: Bill Kraemer Address: Baruch Kraemer Assoc Zip: _____

3. Name: Philip James Ruby Address: owner Zip: _____

✓ 4. Name: SUZANNE JOLLENSTEIN Address: 8508 SONOMA VALLEY RD NE Zip: 87122

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: _____

209 Solano SE
Albuquerque, NM 87108
April 2, 2006

Development Review Board
Planning Department/ City of Albuquerque
PO Box 1293
Albuquerque 87103

Re: Public Hearing of April 19, 2006 on Project #1004779/06DRB-00393 Major Vacation of Public Right of Way


The notice of your hearing came a day before I leave town for two weeks, a trip that makes it impossible for me to attend the hearing or find out what the requested additional variance involves (I think this is variance # 4 or #5 for this property). As a near neighbor to this proposed project and to Aliso Lofts Phase I, and based on what I have heard while attending neighborhood meetings on Aliso I and II, I request that the Development Review Board take a very hard look at what the developers are asking and their motives for requesting these numerous variances before granting the variance in question.

At the same time, and with respect to these two adjacent developments, I request that the Board look realistically at the additional parking such dense development will bring into our neighborhood. Visitors to Aliso I and II, as well as extra cars that owners of the townhomes and condos will have, will have no choice but to park on the streets around these two compactly populated structures. Morningside Park does not at present have adequate parking for visitors to the park. Because of the denseness of Aliso I and II, any parking spill from the Aliso units will be the streets adjoining the park and our neighboring streets.

The developers were fully aware of the size of lots 3A and 4, Block 3, Granada Heights, when they bought them. The public right of way must have been shown clearly in city drawings. My opinion is that the developers should plan for a reasonable development of these properties that complements the surrounding neighborhood. Instead, as with Aliso I, their goal is apparently to squeeze as many people into the given square footage as possible; surely a way to increase profits for the developers, not to enhance either the neighborhood or potential buyers' quality of life. With the exception of the commercial strip along Central, all the neighboring homes are single family dwellings. Three town homes at Aliso and Arlote were built some time ago on a lot sized for a single-family dwelling; at the time that seemed dense for our neighborhood. Now that they are there, such town homes would fit nicely onto the two lots in question and would blend into those already there (and not requiring an earlier variance in back for parking structures).

The sector plan for our neighborhood from Girard to San Mateo seems reasonable at this point. Increased developments as compact as Aliso I and II, with architecture completely at odds to our bungalow, southwestern, stucco and wood style (which gives it its character and charm) does not mesh with the goals in that plan, at least as I understand them. One goal is to maintain the character of Nob Hill while bringing in more businesses and dwellers. That I back. But the taxpayers of Nob Hill have to turn to you, the Development Review Board, to make sure the sector plan is followed, in spirit and reality, and that desire for profit on the part of developers be carefully weighed against the impact that too dense a development, requiring many variances, will have on the existing neighborhood.

Thank you for taking my comments into consideration.

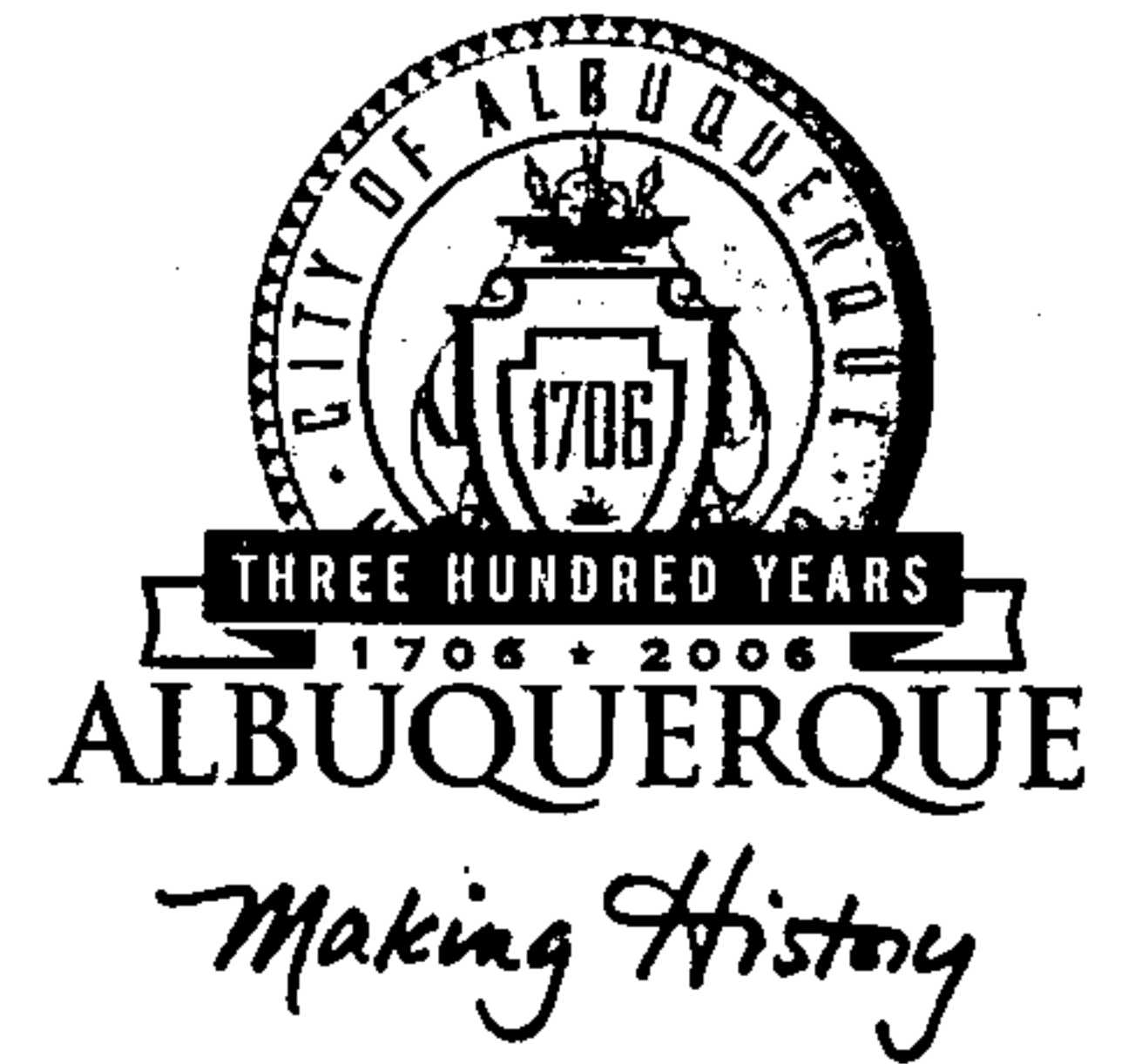


Anne Van Arsdall (resident of Nob Hill since 1989)



#3

CITY OF ALBUQUERQUE



PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
HYDROLOGY DEVELOPMENT SECTION

DEVELOPMENT REVIEW BOARD--SPEED MEMO

DRB CASE NO/PROJECT NO: 1004779

AGENDA ITEM NO: 4

SUBJECT:

Vacation

ACTION REQUESTED:

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

P.O. Box 1293

ENGINEERING COMMENTS:

The Hydrology Section has no objection to the vacation 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 26, 2006



**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

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: 1:05 P.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 # 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

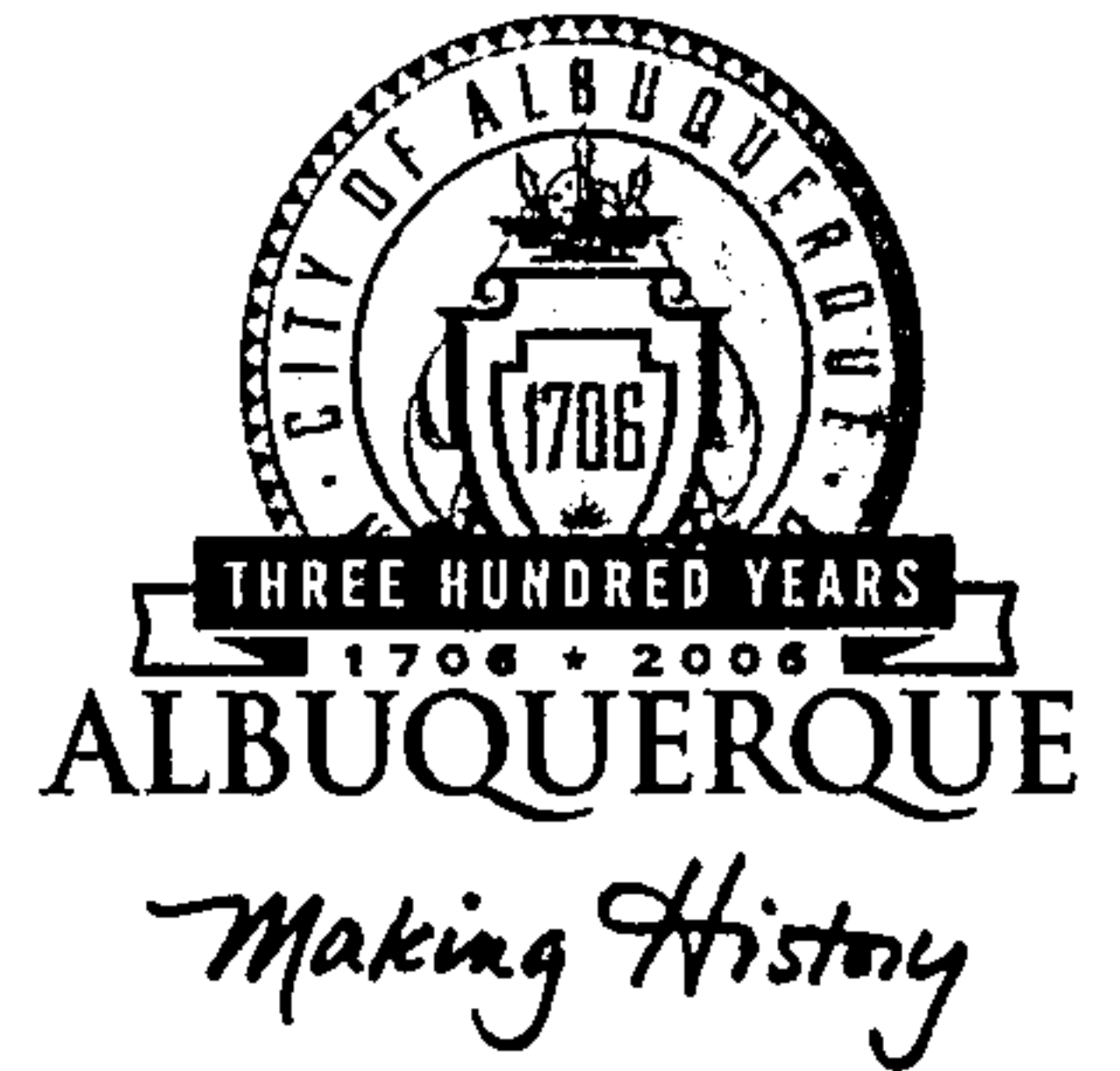
FERNANDO & NORMA ARAGON request(s) the above action(s) for all or a portion of Lot(s) 337 and 364, **RIO GRANDE HEIGHTS**, zoned C-3 heavy commercial zone, located on OLD COORS DR SW, between SUNSET GARDENS RD SW and DOLORES DR SW. [REF: ZA-98-436] (C-3) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS 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: 1004779

AGENDA ITEM NO: 3

SUBJECT:

Vacation

ACTION REQUESTED:

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

ENGINEERING COMMENTS:

The Hydrology Section has no objection to the vacation request.

P.O. Box 1293

Albuquerque

New Mexico 87103

RESOLUTION:

APPROVED ____; DENIED ____; DEFERRED X ⁴⁻²⁶⁻⁰⁶; 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
 DEVELOPMENT REVIEW BOARD

April 19, 2006

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] (K-17)

- AMAFCA No adverse comments.
- COG No adverse comments.
- Transit No objection to the request.
- Zoning Enforcement No adverse comments.
- Neighborhood Coordination

Letters sent to Nob Hill NA (R) and Southeast Heights NA (R).

APS The requested vacation of right-of-way is for townhouses known as the **Aliso Lofts Phase II**, which is located on Aliso Dr SE between Silver Ave SE and Arlote Ave SE. The developer is proposing 15 one- and two-bedroom units, which will affect Bandelier Elementary, Wilson Middle School, and Highland High School. All three schools will have capacity to absorb any student growth from the proposed development.

School	2006-07 Projections	2005-06 Capacity	Space Available
BANDELIER ES	585	670	85
WILSON MS	491	810	319
HIGHLAND HS	1,969	2,270	301

Police Department No crime prevention or CPTED comments at this time.

Fire Department No adverse comments.

PNM Electric & Gas

Approved.

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 The Hydrology section has no objection to the vacation request.

Transportation Development

The vacation exhibit needs to be dimensioned. It should be clear as to what will remain and what roadway widths will be constructed

Parks & Recreation

Defer to Transportation.

Utilities Development

No objection to Vacation request with the condition that easements be retained for existing public water/sewer lines as determined prior to Final Plat approval.

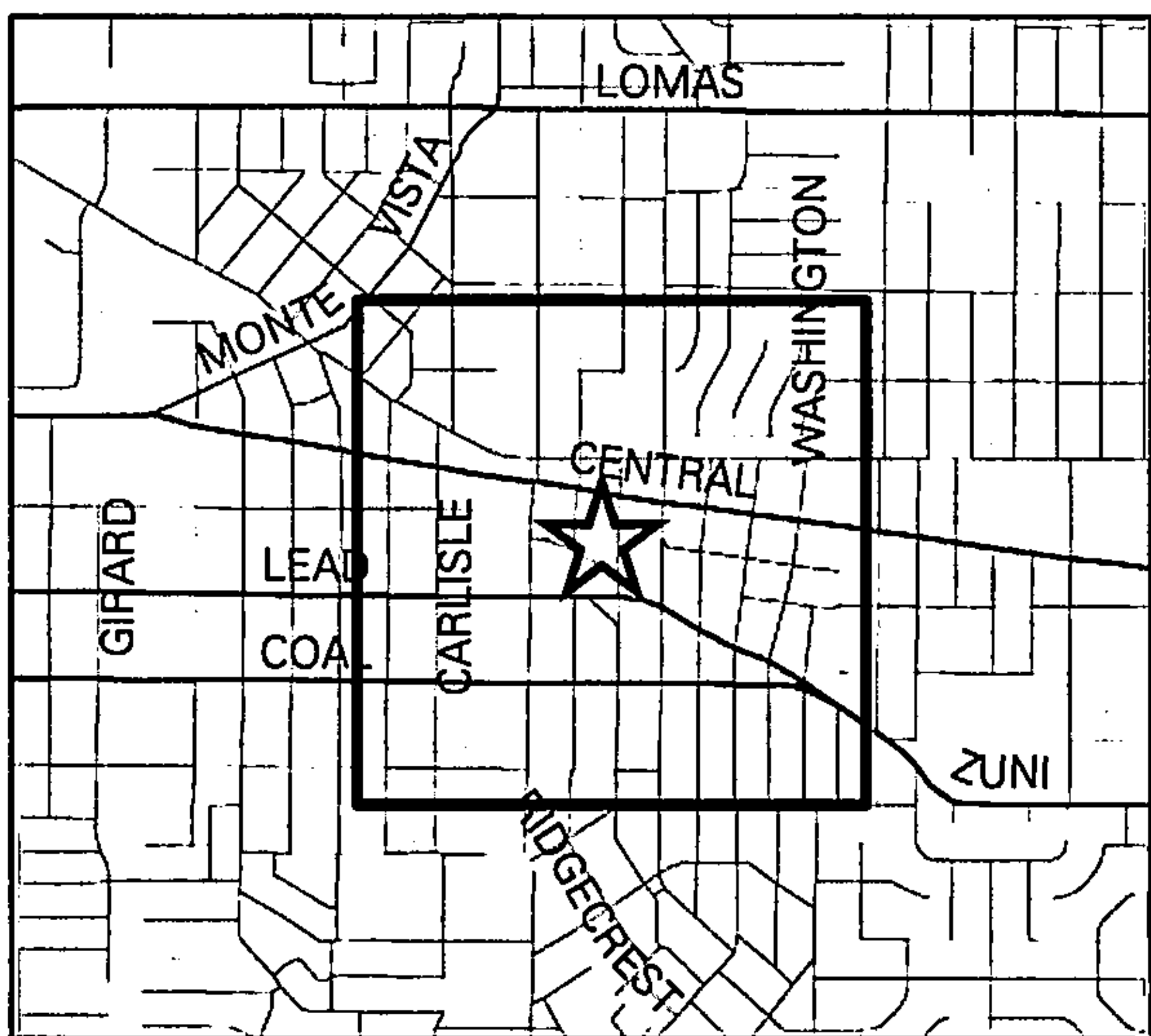
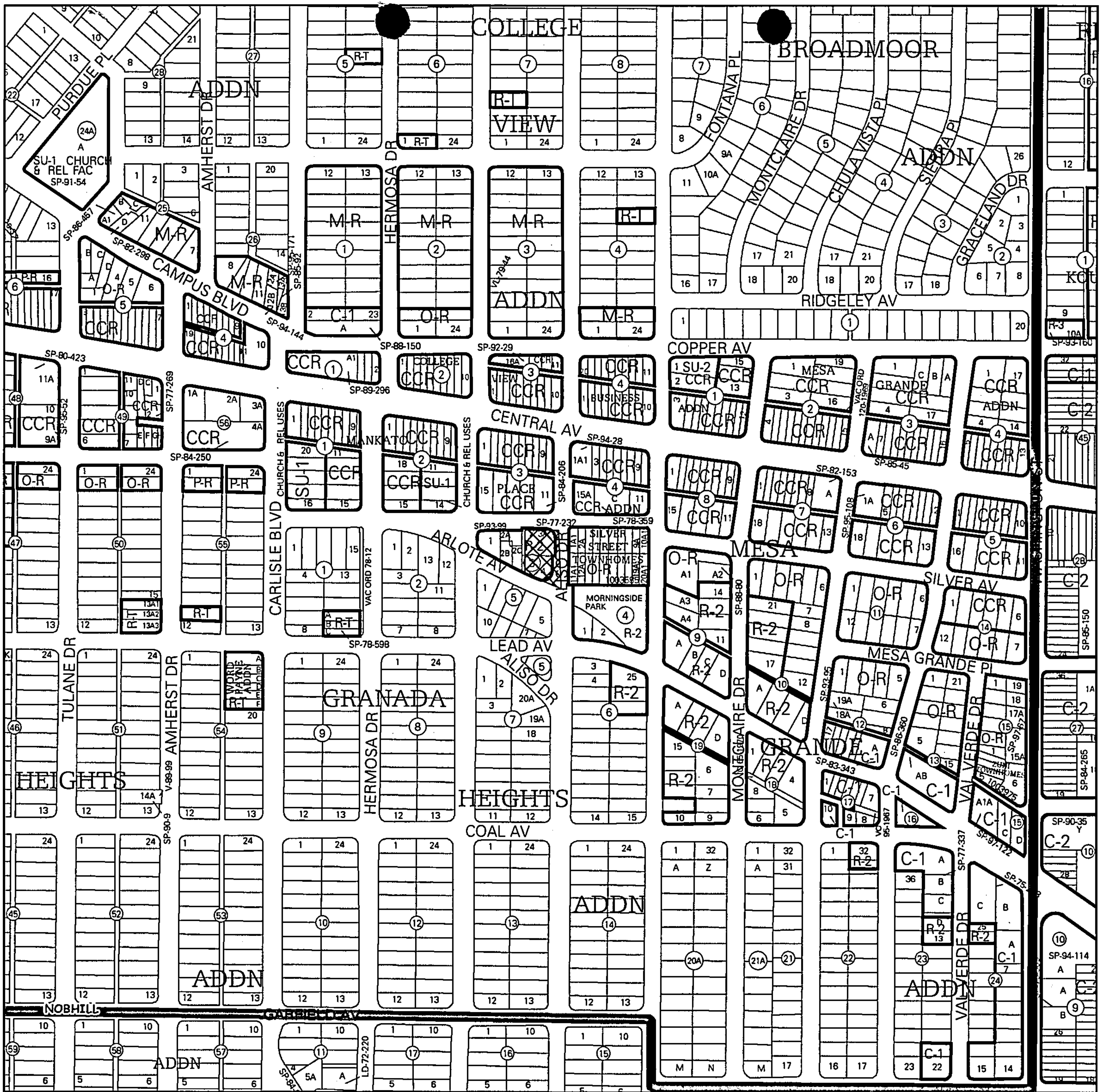
Planning Department

Defer to Transportation. If the vacation is approved, applicant has one year from the approval date to get a replat approved and recorded. Otherwise, the vacation approval will expire.

Impact Fee Administrator

No comment on proposed vacation of public right-of-way.

IT IS REQUIRED THAT THE APPLICANT AND/OR AGENT BE PRESENT AT THE HEARING
cc: 207 Aliso Drive LLC, C Sheffield Partners LLC, 4200 Silver Ave SE, 87108
Isaacson & Arfman PA, 128 Monroe St NE, 87108



ZONING MAP

Note: Grey shading indicates County.



1 inch equals 500 feet
 Project Number:
 1004779
 Hearing Date:
 4/19/06
 Zone Map Page:
 K-17
 Additional Case Numbers:
 06DRB-00393

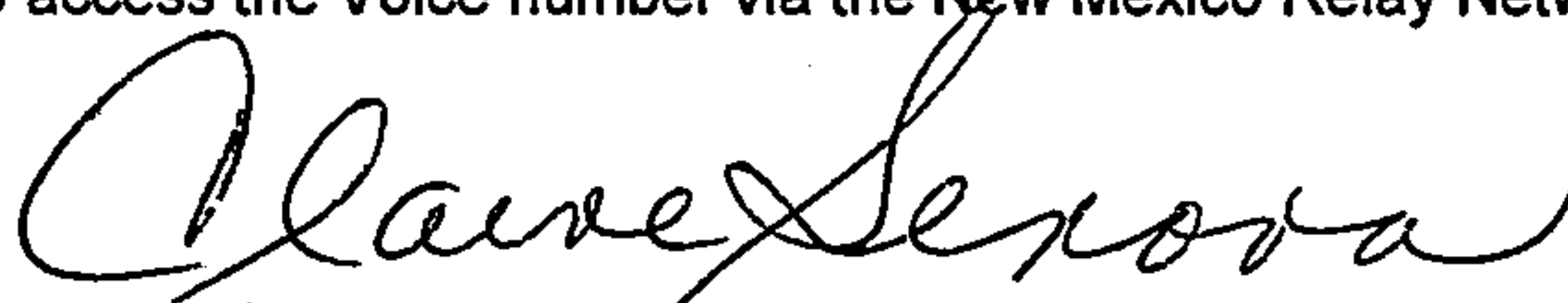


**PUBLIC HEARING--DEVELOPMENT REVIEW BOARD
CITY OF ALBUQUERQUE**

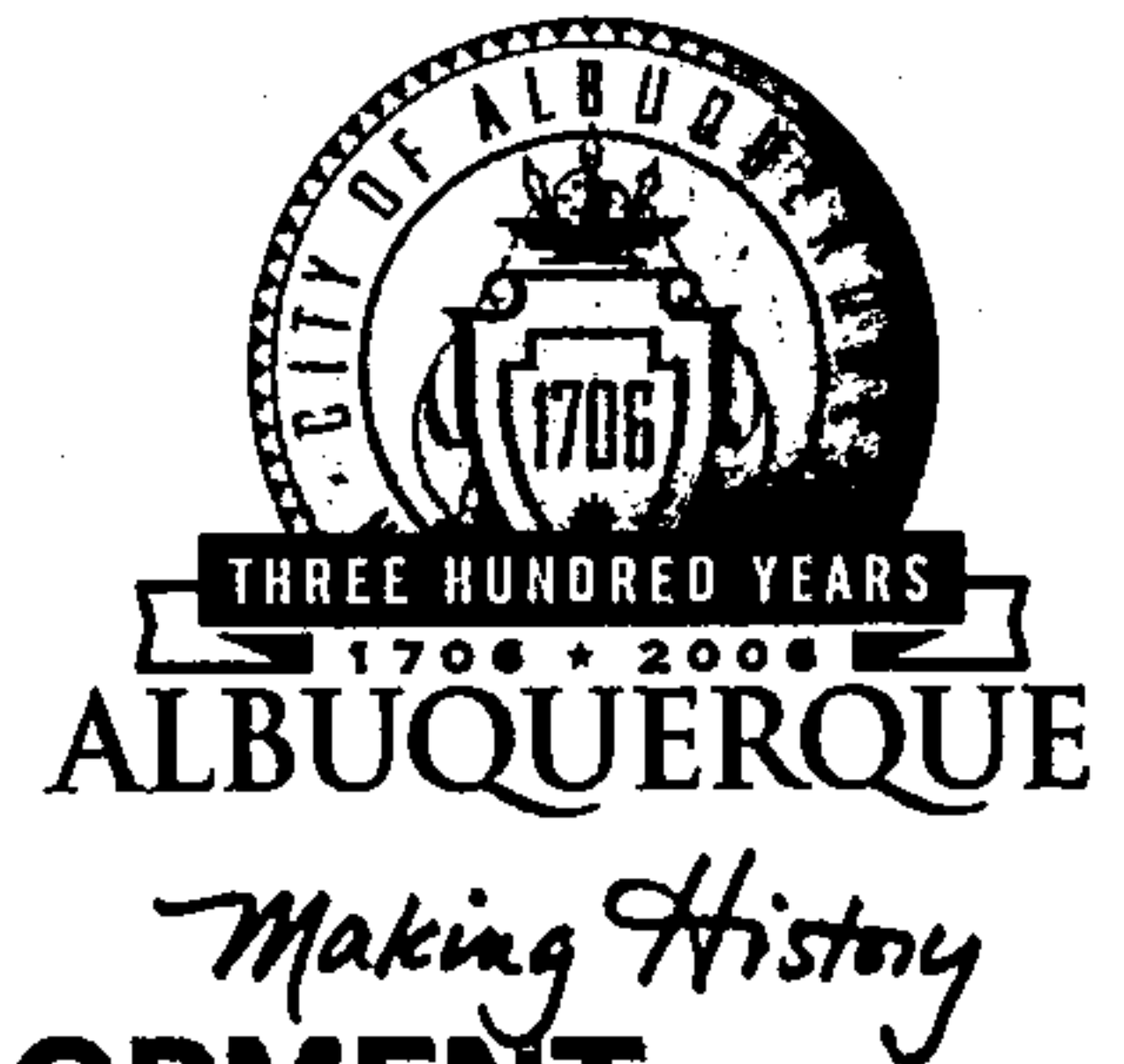
Notice is hereby given that the Development Review Board, City of Albuquerque, will hold a public hearing in the **Plaza del Sol Hearing Room, Basement, Plaza del Sol Building, 600 2nd St NW, on Wednesday, April 19, 2006**, beginning at **9:00 a.m.** for the purpose of considering the following:

- 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)
- 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] (K-9)
- 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] (K-17)
- 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)
- 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] (J-14) **REMANDED BACK TO DRB FROM CITY COUNCIL**

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.


for Sheran Matson, AICP, DRB Chair
Development Review Board

TO BE PUBLISHED IN THE ALBUQUERQUE JOURNAL MONDAY, APRIL 3, 2006.



NOTIFICATION OF HEARING for the DEVELOPMENT REVIEW BOARD

April 3, 2006

TO: Barbara Lanier and Deanna DeSutter, Nob Hill N.A.
John Pate and Richard Macpherson, Southeast Heights N.A.

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 - Major Vacation of Public Right-of-Way between Silver Avenue and Arlote Avenue along the Westerly Property Line.**

Proposed by: Isaacson and Arfman, P.A. at 268-8828
Agent for: 207 Aliso Drive, LLC

For property located: On or near the west side of Aliso Drive SE between Silver Avenue SE and Arlote Avenue SE.

P.O. Box 1293

The case number(s) assigned is: 06DRB- 00393, Project # 1004779.

Albuquerque

City Planning accepted application for this request on March 24, 2006.

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.*

New Mexico 87103

Please be advised that this application is scheduled for a hearing before the Development Review Board (DRB) at 9 a.m. on Wednesday, April 19, 2006 in the **Planning Hearing Room, Lower Level, Plaza Del Sol Building, 600 Second St. NW.**

www.cabq.gov

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**

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

Meeting Date: APRIL 19, 2006
Zone Atlas Page: K-17-Z
Notification Radius: 100 Ft.

**Project# 1004779
App#06DRB-00393**

Cross Reference and Location: ALISO DR SE BETWEEN SILVER AVE SE AND
ARLOTE AVE SE

Applicant: 207 ALISO DRIVE LLC C/SHFFIELD/PARTNERS, LLC
Address: 4200 SILVER AVE SE
ALBUQUERQUE, NM 87108

Agent: ISAACSON & ARFMAN, P.A.
128 MONROE ST NE
ALBUQUERQUE, NM 87108

Special Instructions:

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

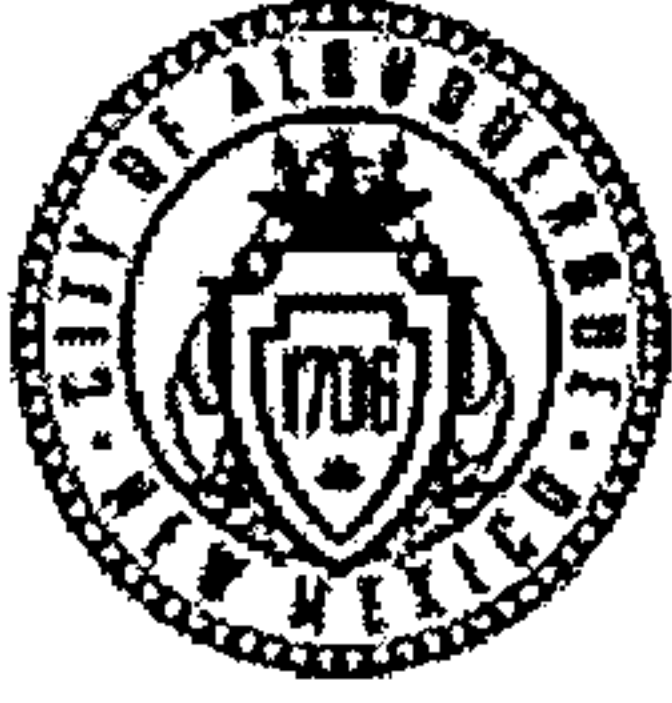
Date Mailed: MARCH 31, 2006
Signature: YVONNE SAAVEDRA

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

Project# 1004779
Application# _____

PAGE 1 OF 2

Zone Atlas Page #	Zone Atlas #	Grid Location	Parcel Sequence	Name & Address
K-17	1017057	091-196	325-02	✓
		090-187	01	✓
		081-195	05	✓
		088-189	06	✓
		079-190	03	✓
		074-197	04	✓
		117-189	326-05	✓
		116-170	03	✓ CDA
		092-168	324-02	✓
		086-171	03	✓
		082-173	04	✓
		076-176	05	✓
		072-178	06	✓
		058-188	323-05	✓
		096-163	324-01	✓ Dup
		090-164	09	✓ Dup2
		079-164	08	✓ Dup2
		072-167	07	✓ Dup2
		054-214	335-01	✓ Dup2
		067-210	336-01	✓
		089-211	04	✓ Dup
		107-209	337-01	✓ Dup2
		115-209	351-01	✓
		127-209	337-05	✓



mainframe@coa1mp3.ca
bq.gov
03/29/2006 09:04 AM

To
cc
bcc
Subject

1 R E C O R D S W I T H L A B E L S PAGE
1
01017057 *** THIS UPC CODE HAS NO MASTER RECORD ON FILE
0101705709119632502 LEGAL: 3A 3 GRA NADA HEIGHTS REPLAT OF LOT 3 BLK 3 &
SOUTH LAND USE:
PROPERTY ADDR: 00000 ALISO
OWNER NAME: 200 ALISO SE LLC
OWNER ADDR: 02209 VIA SEVILLE RD NW
ALBUQUERQUE NM 87104
0101705709018732501 LEGAL: 004 003G RANADA HTS
LAND USE:
PROPERTY ADDR: 00000 ALISO
OWNER NAME: ARMIJO URSULITA B
OWNER ADDR: 00207 ALISO SE
ALBUQUERQUE NM 87108
0101705708119532505 LEGAL: LOT 2-A PLAT OF LOTS 2-A THROUGH 2-C BLK 3
GRANADA LAND USE:
PROPERTY ADDR: 00000 SILVER
OWNER NAME: WITT MARK E & ELIZABETH L
OWNER ADDR: 03804 SILVER AV SE
ALBUQUERQUE NM 87108
0101705708318932506 LEGAL: LOT 2-C PLAT OF LOTS 2-A THROUGH 2-C BLK 3
GRANADA LAND USE:
PROPERTY ADDR: 00000 ARLOTE
OWNER NAME: JOLLENSTEN SUZANNE E
OWNER ADDR: 08508 SONOMA VALLEY DR NE
ALBUQUERQUE NM 87122
0101705707919032503 LEGAL: LOT 2-B PLAT OF LOTS 2-A THROUGH 2-C BLK 3
GRANADA LAND USE:
PROPERTY ADDR: 00000 ARLOTE
OWNER NAME: JANOV ROBERT S & ANNEMARIE MCM
OWNER ADDR: 03805 ARLOTE SE
ALBUQUERQUE NM 87108
0101705707419732504 LEGAL: 001 003G RANADA HTS
LAND USE:
PROPERTY ADDR: 00000 SILVER
OWNER NAME: PULIDO MARIA N & DOWD KENNETH
OWNER ADDR: 03800 SILVER AV NE
ALBUQUERQUE NM 87108
0101705711718932605 LEGAL: 001 004G RANADA HTS ADD L1,2,3&4
LAND USE:
PROPERTY ADDR: 00000 SILVER
OWNER NAME: 3900 SILVER AVENUE LLC
OWNER ADDR: 02209 VIA SEVILLE RD NW
ALBUQUERQUE NM 87104
0101705711617032603 LEGAL: 001 006L TS 1 & 2 BLK 6 GRANADA HTS ADDN
MORNINGSID LAND USE:
PROPERTY ADDR: 00000 LEAD
OWNER NAME: CITY OF ALBUQUERQUE
OWNER ADDR: PO BOX 1293
ALBUQUERQUE NM 87103

PAGE 2

0101705709216832402	LEGAL: 005 005G RANADA HTS ADD	
LAND USE:		
	PROPERTY ADDR: 00000 ALISO	
	OWNER NAME: SANCHEZ JOSE L & MARIA D SALIN	
	OWNER ADDR: 00301 ALISO	DR SE
ALBUQUERQUE NM	87108	
0101705708617132403	LEGAL: 004 005G RANADA HTS ADD	
LAND USE:		
	PROPERTY ADDR: 00000 ARLOTE	
	OWNER NAME: BRADLEY KAREN	
	OWNER ADDR: 03812 ARLOTE	AV SE
ALBUQUERQUE NM	87108	
0101705708217332404	LEGAL: 003 005G RANADA HTS ADD	
LAND USE:		
	PROPERTY ADDR: 00000 ARLOTE	
	OWNER NAME: GRAVLIN JAMES C ETUX	
	OWNER ADDR: 03808 ARLOTE	AV SE
ALBUQUERQUE NM	87108	
0101705707617632405	LEGAL: 002 005G RANADA HTS ADD	
LAND USE:		
	PROPERTY ADDR: 00000 ARLOTE	
	OWNER NAME: BISBEE WALLACE A II	
	OWNER ADDR: 03806 ARLOTE	AV SE
ALBUQUERQUE NM	87108	
0101705707217832406	LEGAL: 001 005G RANADA HTS ADD	
LAND USE:		
	PROPERTY ADDR: 00000 SOLANO	
	OWNER NAME: EGGERS FRANK R	
	OWNER ADDR: 00220 SOLANO	DR SE
ALBUQUERQUE NM	87108	
0101705705818832305	LEGAL: 012 002G RANADA HTS ADD	
LAND USE:		
	PROPERTY ADDR: 00000 ARLOTE	
	OWNER NAME: PRICE APRIL FRANKLIN	
	OWNER ADDR: 03716 ANLOTE	SE
ALBUQUERQUE NM	87108	
0101705709616332401	LEGAL: 005P OR L OT 6 GRANADA HTS ADDITION	
LAND USE:		
	PROPERTY ADDR: 00000 N/A	
	OWNER NAME: SILVA VICTOR F ETUX	
	OWNER ADDR: 03801 LEAD	AV SE
ALBUQUERQUE NM	87108	
0101705709016432409	LEGAL: POR OF L OT 7 & 8 BLOCK 5 GRANADA HTS ADD	
LAND USE:		
	PROPERTY ADDR: 00000 N/A	
	OWNER NAME: SILVA VICTOR F ETUX	
	OWNER ADDR: 03801 LEAD	AV SE
ALBUQUERQUE NM	87108	
0101705707916432408	LEGAL: 009 005G RANADA HTS ADD WLY 1/2 L8&L9	
LAND USE:		
	PROPERTY ADDR: 00000 COAL	
	OWNER NAME: SILVA VICTOR F ETUX	
	OWNER ADDR: 03801 LEAD	AV SE
ALBUQUERQUE NM	87108	

PAGE 4

0101705705417332303 LEGAL: 010 002G RANADA HTS ADD
LAND USE:

PROPERTY ADDR: 00000 SOLANO
OWNER NAME: VAN ARSDALL ANNE
OWNER ADDR: 00209 SOLANO

DR SE

ALBUQUERQUE NM 87108

0101705705416832302 LEGAL: 009 002G RANADA HTS ADD
LAND USE:

PROPERTY ADDR: 00000 SOLANO
OWNER NAME: NUFER KEVIN E &
OWNER ADDR: 00213 SOLANO

SE

ALBUQUERQUE NM 87108

0101705705416332301 LEGAL: 008 002G RANADA HTS ADD
LAND USE:

PROPERTY ADDR: 00000 SOLANO
OWNER NAME: AUMILLER SANDRA L
OWNER ADDR: 00219 SOLANO

SE

ALBUQUERQUE NM 87107

0101705704419232307 LEGAL: 002 002G RANADA HTS ADD
LAND USE:

PROPERTY ADDR: 00000 SILVER
OWNER NAME: WEISSMAN JOAN
OWNER ADDR: 03710 SILVER

SE

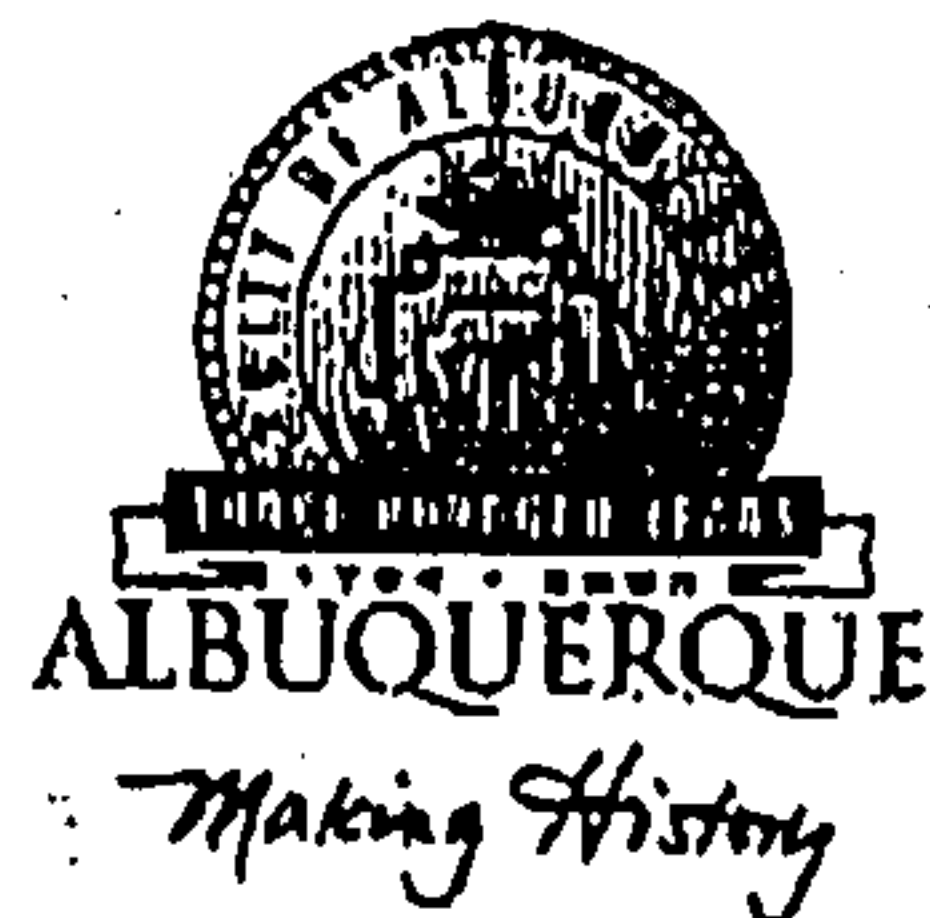
ALBUQUERQUE NM 87108

QUIT

101705711617032603

LEGAL: *001 006 LTS 1 & 2 BLK 6 GRANADA HTS ADDN MO
PROPERTY ADDR: 3901 LEAD AVE SE

OWNERS NAME: CITY OF ALBUQUERQUE
OWNERS ADDR: PO BOX 1293
ALBUQUERQUE, NM 87103



City of Albuquerque

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.

March 24, 2006

Ruth Lozano
Isaacson & Arfman, P.A.
128 Monroe St. NE /87108
Phone: 268-8828 Fax: 268-2632

Dear Ruth:

Thank you for your inquiry of March 24, 2006 requesting the names of Recognized Neighborhood Associations who would be affected under the provisions of O-92 by your proposed project at **LOTS 3-A & 4, BLOCK 3, GRANADA HEIGHTS, LOCATED ON ALISO STREET SE BETWEEN SILVER AVENUE SE AND ARLOTE AVE SE** zone map K-17.

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

NOB HILL N.A. (NOB) "R"

***Barbara Lanier**
214 Sierra Dr. SE/87108 265-9127 (h)
Deanna DeSutter
310 Richmond SE/87106 256-0402 (h)

SOUTHEAST HEIGHTS N.A. (SEH) "R"

***John Pate**
1007 Idlewilde Ln. SE/87108 255-2984 (h) 242-5700 (w)
Richard Macpherson
601 Carlisle SE/87106 254-3582 (h)

See attached 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,

Stephanie Winkler
OFFICE OF NEIGHBORHOOD COORDINATION
Planning Department

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



ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

*Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE
Scott M. McGee, PE*

March 24, 2006

CERTIFIED MAIL - 7004 2510 0006 7990 5447

Ms. Barbara Lanier
Nob Hill Neighborhood Association
214 Sierra Dr. SE
Albuquerque, NM 87108

**RE: Aliso Lofts, Phase II
(Present Legal: Lots 3-A & 4, Block 3, Granada Heights)**

Dear Ms. Lanier:

As the consulting engineers for the above referenced site (see the attached zone map), we are writing this letter to inform the Nob Hill Neighborhood Association that a submittal is being made to the City of Albuquerque Development Review Board this week. The submittal is a request for approval of a vacation of public right-of-way between Silver Ave. and Arlote Ave. along the westerly property line.

Please feel free to call our office at 268-8828 if additional information is desired on this action.

Very truly yours,
ISAACSON & ARFMAN, P.A.

Fred C. Arfman
Fred C. Arfman, PE

FCA/rtl
Attachment

7004 2510 0006 7990 5447

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 0.39
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
UNIT ID: 0108	
Sent To Barbara Lanier Nob Hill N.A.	
Street, Apt. No.; or PO Box No. 214 Sierra Dr. SE	
City, State, ZIP+4 Albuquerque, NM 87108	
PS Form 3800, June 2002	
See Reverse for Instructions	

Project # 1004779

207 ALISO DRIVE LLC C/SHEFFIELD/PARTNERS, LLC
4200 SILVER AVE SE
ALBUQUERQUE, NM 87108

Project # 1004779

DEANNA DESUTTER
Nob Hill N.A.
310 RICHMOND SE
ALBUQUERQUE, NM 87106

101705709119632502

200 ALISO SE LLC
2209 VIA SEVILLE RD NW
ALBUQUERQUE NM 87104

101705708318932506

JOLLENSTEN SUZANNE E
8508 SONOMA VALLEY DR NE
ALBUQUERQUE NM 87122

101705711718932605

3900 SILVER AVENUE LLC
2209 VIA SEVILLE RD NW
ALBUQUERQUE NM 87104

101705708217332404

GRAVLIN JAMES C ETUX
3808 ARLOTE AV SE
ALBUQUERQUE NM 87108

101705705818832305

PRICE APRIL FRANKLIN
3716 ANLOTE SE
ALBUQUERQUE NM 87108

101705706721033601

PREMIER MOTEL LLC
3901 GEORGIA NE
ALBUQUERQUE NM 87110

101705712720933705

STRELL ROBERT E
120 MORNINGSIDE DR SE
ALBUQUERQUE NM 87108

101705705417332303

VAN ARSDALL ANNE
209 SOLANO DR SE
ALBUQUERQUE NM 87108

Project # 1004779

ISAACSON & ARFMAN, P.A.
128 MONROE ST NE
ALBUQUERQUE, NM 87108

Project # 1004779

JOHN PATE
Southeast Heights N.A.
1007 IDLEWILDE LN SE
ALBUQUERQUE, NM 87108

101705709018732501

ARMIJO URSULITA B
207 ALISO SE
ALBUQUERQUE NM 87108

101705707919032503

JANOV ROBERT S & ANNEMARIE MC
3805 ARLOTE SE
ALBUQUERQUE NM 87108

101705709216832402

SANCHEZ JOSE L & MARIA D SALI
301 ALISO DR SE
ALBUQUERQUE NM 87108

101705707617632405

BISBEE WALLACE A II
3806 ARLOTE AV SE
ALBUQUERQUE NM 87108

101705709616332401

SILVA VICTOR F ETUX
3801 LEAD AV SE
ALBUQUERQUE NM 87108

101705710720933701

ALBUQUERQUE BIBLE COLLEGE
120 ALISO DR SE
ALBUQUERQUE NM 87108

101705705118932306

GALEWSKY JOSEPH & DEBORAH A R
3712 SILVER AV SE
ALBUQUERQUE NM 87108

101705705416832302

NUFER KEVIN E &
213 SOLANO SE
ALBUQUERQUE NM 87108

Project # 1004779

BARBARA LANIER
Nob Hill N.A.
214 SIERRA DR SE
ALBUQUERQUE, NM 87108

Project # 1004779

RICHARD MACPHERSON
Southeast Heights N.A.
601 CARLISLE SE
ALBUQUERQUE, NM 87106

101705708119532505

WITT MARK E & ELIZABETH L
3804 SILVER AV SE
ALBUQUERQUE NM 87108

101705707419732504

PULIDO MARIA N & DOWD KENNETH
3800 SILVER AV NE
ALBUQUERQUE NM 87108

101705708617132403

BRADLEY KAREN
3812 ARLOTE AV SE
ALBUQUERQUE NM 87108

101705707217832406

EGGERS FRANK R
220 SOLANO DR SE
ALBUQUERQUE NM 87108

101705705421433501

TRINITY METHODIST CHURCH
3715 SILVER AV SE
ALBUQUERQUE NM 87108

101705711520935101

SILVER TOWNHOUSES A CONDO ASS
3911 SILVER SE
ALBUQUERQUE NM 87108

101705705417832304

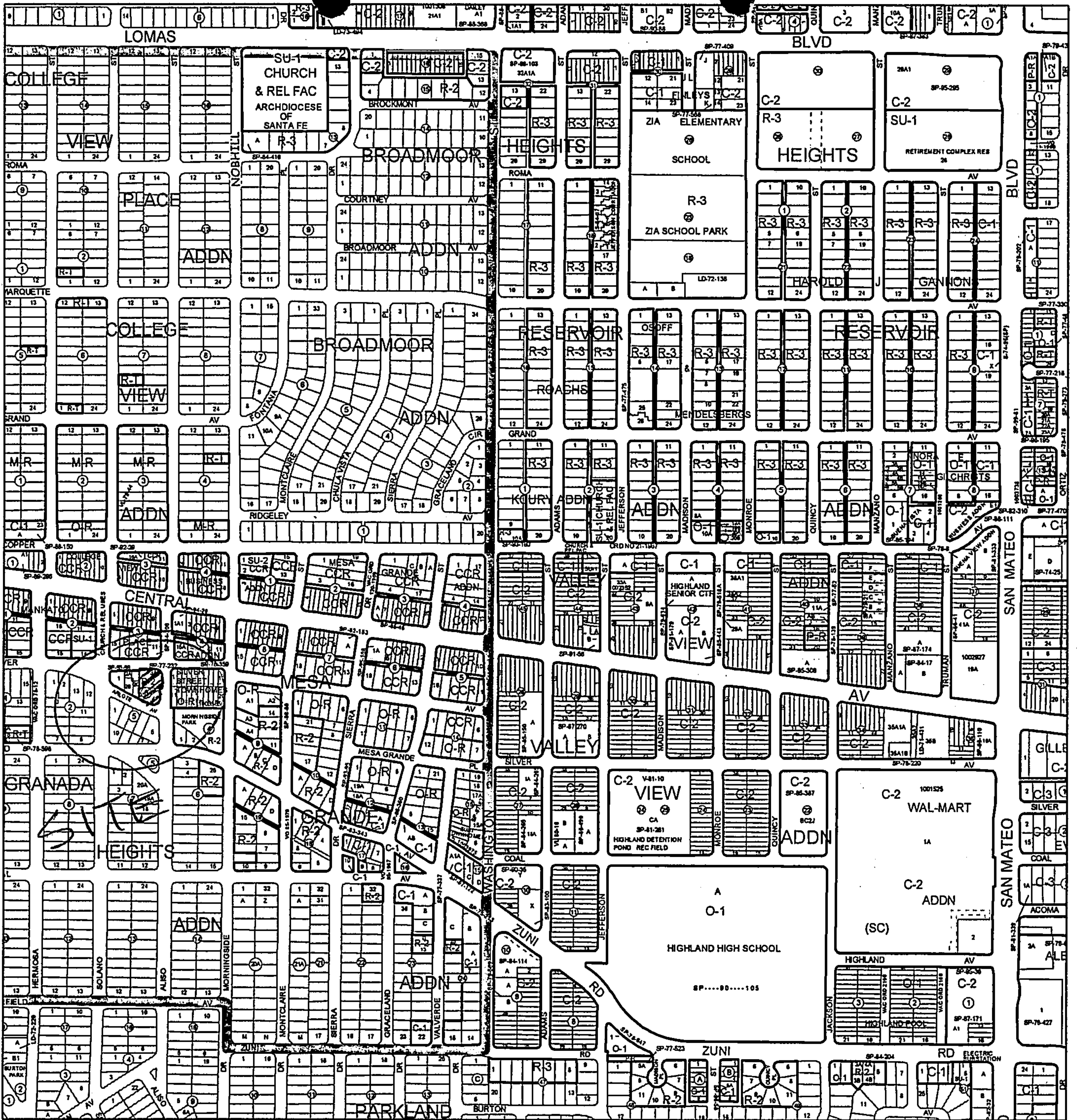
TSIAMIS VASILIOS & DENNIS & G
3760 HANCOCK ST
SAN DIEGO CA 92110

101705705416332301

AUMILLER SANDRA L
219 SOLANO SE
ALBUQUERQUE NM 87107

101705704419232307

WEISSMAN JOAN
3710 SILVER SE
ALBUQUERQUE NM 87108



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

AGIS
Albuquerque Geographic Information System

Map amended through: 11/2/2005

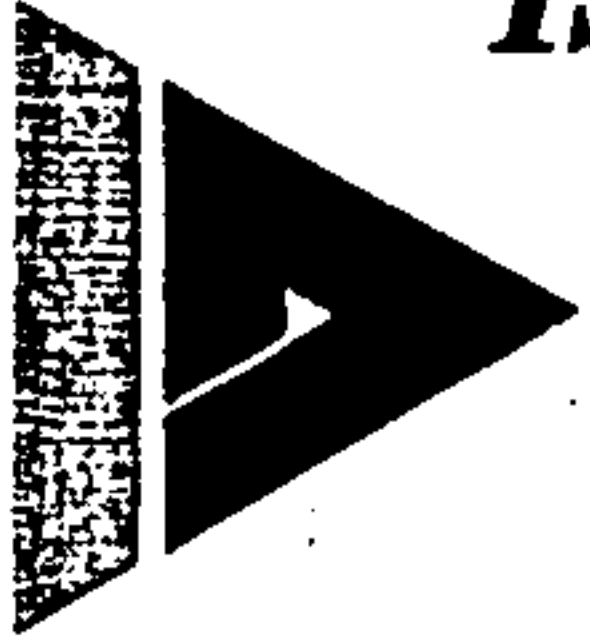
Note: Grey Shading Represents Area Outside of the City Limits.

Zone Atlas Page:
K-17-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



ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

*Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE
Scott M. McGee, PE*

March 24, 2006

VACATION OF PUBLIC RIGHT-OF-WAY

REFERENCE: Aliso Lofts, Phase II

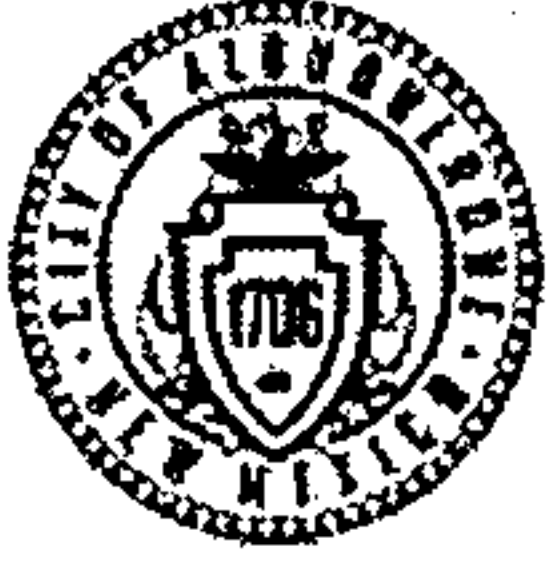
SUBJECT: Justification of Vacation Request, Aliso Dr. SE

LOCATION: Between Silver Ave. & Arlote Ave. Along the Westerly Property Line

The subject right-of-way should be vacated based upon the following:

1. A pre-vacation meeting was held with City of Albuquerque Planning and Transportation staff members where the Developer received the preliminary "go-ahead" to proceed with the vacation process.
2. The Developer shall be responsible for all costs associated with the subject vacation.
3. A portion of the opposite (east) side of Aliso Dr. was previously vacated after the Development Review Board deemed that right-of-way was not necessary for Aliso Dr. to function as a public thoroughfare adjacent to the recently constructed Aliso Lofts, Phase I.
4. The Developer is the Owner of all the properties on both sides of Aliso Dr. between Silver Ave. and Arlote Ave.
5. The public welfare is in no way served by retaining that portion of Aliso Dr.
6. There is no convincing evidence that any substantial property right is being abridged against the will of the Owner of the right.

#3



juliaheaphynufer@comcast.net

04/17/2006 04:50 PM

To csenova@cabq.gov

cc

bcc

Subject to be filed for project # 1004779

April, 17 2006

Ms. Sheran Matson, DRB Chair

Development Review Board

600 Second Street NW

Albuquerque, NM 87102

Dear Ms. Sheran Matson,

06DRB-00393 Major-Vacation of Public Right-of-Way

Project # 1004779

4/18/06
8:20 am
Referred to Wilfred
I talked to Ms Lanier. Let her know appl/agent board only can defer. @/me

At the regularly scheduled meeting of the Nob Hill Neighborhoods Association, April 13, 2006, the Board voted unanimously to request a deferral for the Major Vacation of Public Right-of-Way.

The neighbors of Nob Hill have not been given an opportunity to meet with the developers to be made aware of the meaning of this request.

A deficiency of their request is that the vacation notice is by a single sign posted on the wrong street, Silver and not Aliso. The vacation is for two parcels but there is only one sign posted.

With the information we have it is impossible to determine if the proposed development is in the best interest of the neighbors or the neighborhood. We ask that this matter be deferred for two weeks so that the applicants can meet with the neighbors.

Sincerely,

Barbara Lanier, President

Nob Hill Neighborhoods Association

PO Box 4875, Albuquerque, NM 87196

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. (not to exceed 8.5" by 14") **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.

FRED C. ARFMAN
Applicant name (print)

Fred C. Arfman 03.16.06
Applicant signature / date



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

<input checked="" type="checkbox"/> Checklists complete	Application case numbers	<u>Sandy Handley</u> 03/24/06
<input checked="" type="checkbox"/> Fees collected	<u>06 DRB</u> - <u>00393</u>	Planner signature / date
<input checked="" type="checkbox"/> Case #s assigned	_____	Project # <u>1004779</u>
<input checked="" type="checkbox"/> Related #s listed	_____	



ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

*Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE
Scott M. McGee, PE*

March 24, 2006

VACATION OF PUBLIC RIGHT-OF-WAY

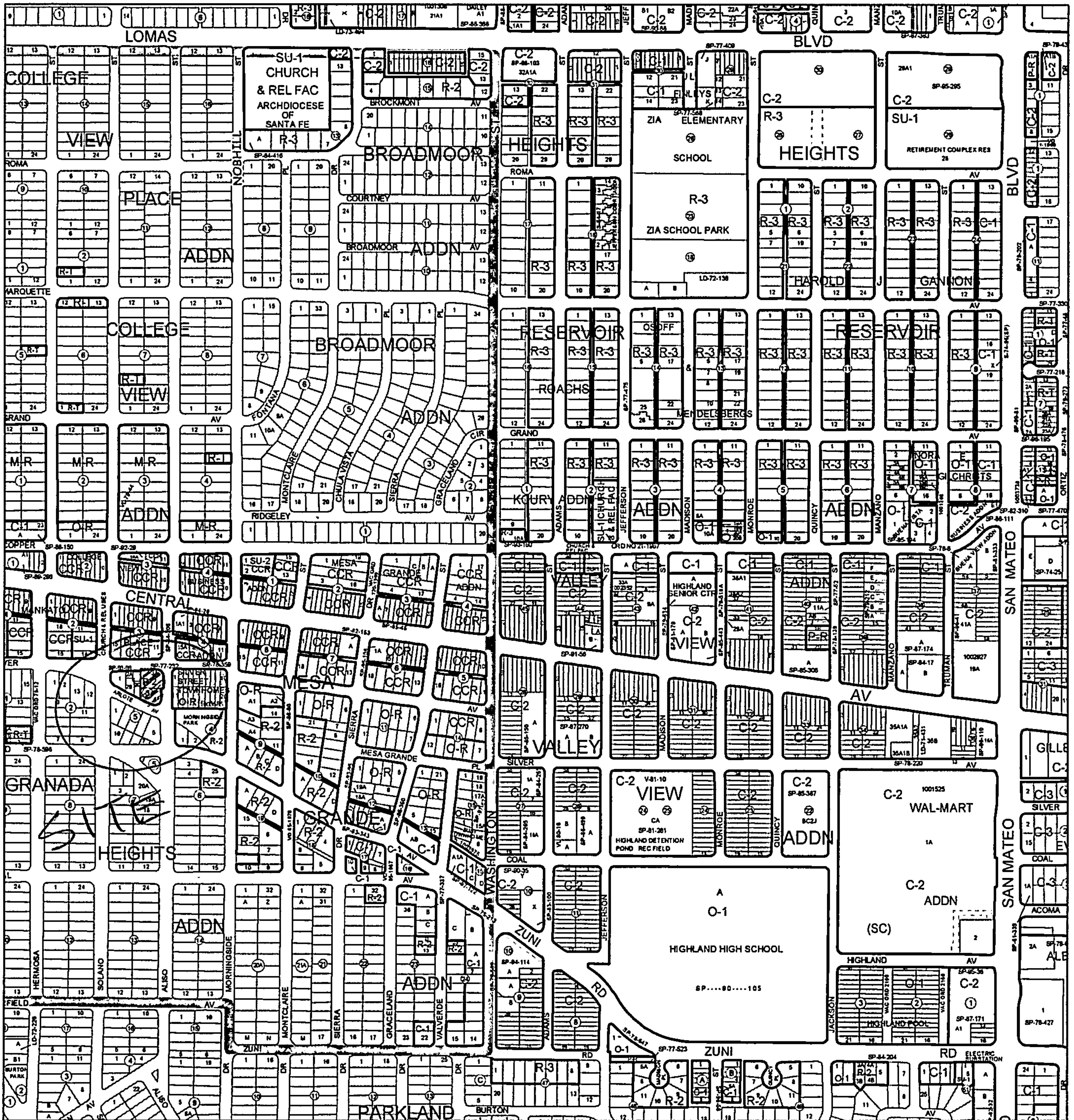
REFERENCE: Aliso Lofts, Phase II

SUBJECT: Justification of Vacation Request, Aliso Dr. SE

LOCATION: Between Silver Ave. & Arlote Ave. Along the Westerly Property Line

The subject right-of-way should be vacated based upon the following:

1. A pre-vacation meeting was held with City of Albuquerque Planning and Transportation staff members where the Developer received the preliminary "go-ahead" to proceed with the vacation process.
2. The Developer shall be responsible for all costs associated with the subject vacation.
3. A portion of the opposite (east) side of Aliso Dr. was previously vacated after the Development Review Board deemed that right-of-way was not necessary for Aliso Dr. to function as a public thoroughfare adjacent to the recently constructed Aliso Lofts, Phase I.
4. The Developer is the Owner of all the properties on both sides of Aliso Dr. between Silver Ave. and Arlote Ave.
5. The public welfare is in no way served by retaining that portion of Aliso Dr.
6. There is no convincing evidence that any substantial property right is being abridged against the will of the Owner of the right.



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

Map amended through: 11/2/2005

Zone Atlas Page:
K-17-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

Feet
0 750 1,500



City of Albuquerque

March 24, 2006

Ruth Lozano
Isaacson & Arfman, P.A.
128 Monroe St. NE /87108
Phone: 268-8828 Fax: 268-2632

Dear Ruth:

Thank you for your inquiry of **March 24, 2006** requesting the names of Recognized Neighborhood Associations who would be affected under the provisions of O-92 by your proposed project at **LOTS 3-A & 4, BLOCK 3, GRANADA HEIGHTS, LOCATED ON ALISO STREET SE BETWEEN SILVER AVENUE SE AND ARLOTE AVE SE** zone map K-17.

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

NOB HILL N.A. (NOB) "R"
*Barbara Lanier
214 Sierra Dr. SE/87108 265-9127 (h)
Deanna DeSutter
310 Richmond SE/87106 256-0402 (h)

SOUTHEAST HEIGHTS N.A. (SEH) "R"
*John Pate
1007 Idlewilde Ln. SE/87108 255-2984 (h) 242-5700 (w)
Richard Macpherson
601 Carlisle SE/87106 254-3582 (h)

See attached 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,

Stephanie Winkler
OFFICE OF NEIGHBORHOOD COORDINATION
Planning Department

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.

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



ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

*Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE
Scott M. McGee, PE*

March 24, 2006

CERTIFIED MAIL - 7004 2510 0006 7990 5447

Ms. Barbara Lanier
Nob Hill Neighborhood Association
214 Sierra Dr. SE
Albuquerque, NM 87108

**RE: Aliso Lofts, Phase II
(Present Legal: Lots 3-A & 4, Block 3, Granada Heights)**

Dear Ms. Lanier:

As the consulting engineers for the above referenced site (see the attached zone map), we are writing this letter to inform the Nob Hill Neighborhood Association that a submittal is being made to the City of Albuquerque Development Review Board this week. The submittal is a request for approval of a vacation of public right-of-way between Silver Ave. and Arlote Ave. along the westerly property line.

Please feel free to call our office at 268-8828 if additional information is desired on this action.

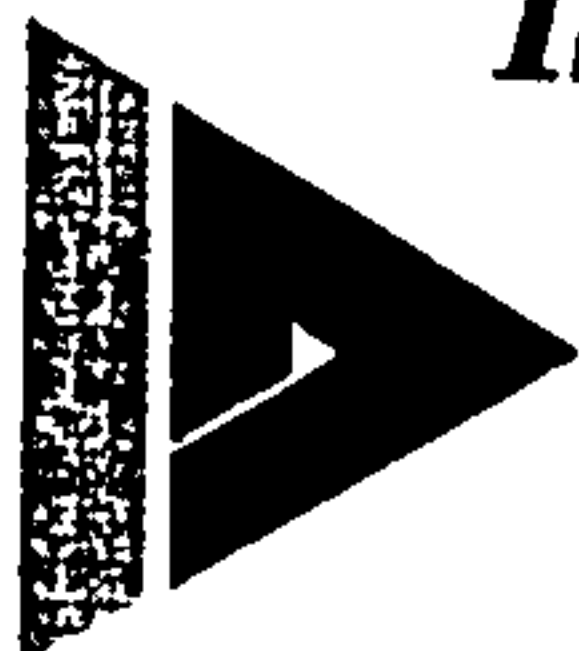
Very truly yours,
ISAACSON & ARFMAN, P.A.

Fred C. Arfman
Fred C. Arfman, PE

FCA/rtl
Attachment

7004 2510 0006 7990 5447

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 0.39
Certified Fee	
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.24
UNIT ID: 0108	
Sent To: Barbara Lanier Nob Hill N.A.	
Street, Apt. No., or PO Box No. 214 Sierra Dr. SE	
City, State, ZIP+4 Albuquerque, NM 87108	
PS Form 3800, June 2002	
See Reverse for Instructions	



ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE
Scott M. McGee, PE

March 24, 2006

CERTIFIED MAIL - 7004 2510 0006 7990 5454

Ms. Deanna DeSutter
Nob Hill Neighborhood Association
310 Richmond SE
Albuquerque, NM 87106

RE: Aliso Lofts, Phase II
(Present Legal: Lots 3-A & 4, Block 3, Granada Heights)

Dear Ms. DeSutter:

As the consulting engineers for the above referenced site (see the attached zone map), we are writing this letter to inform the Nob Hill Neighborhood Association that a submittal is being made to the City of Albuquerque Development Review Board this week. The submittal is a request for approval of a vacation of public right-of-way between Silver Ave. and Arlote Ave. along the westerly property line.

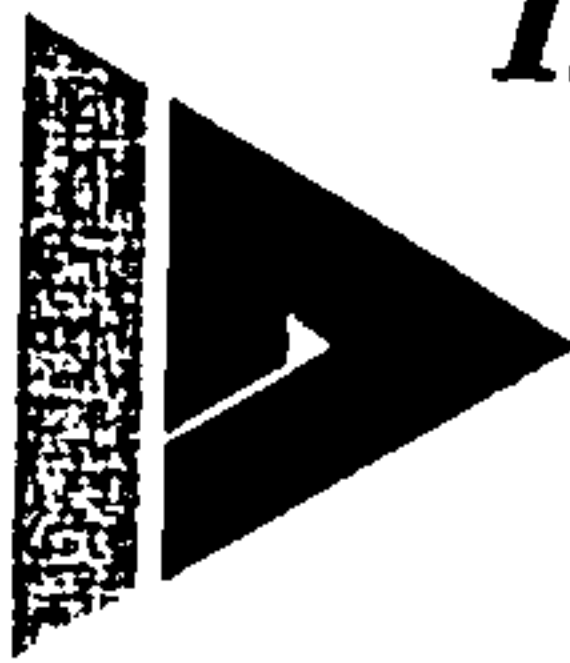
Please feel free to call our office at 268-8828 if additional information is desired on this action.

Very truly yours,
ISAACSON & ARFMAN, P.A.

Fred C. Arfman, PE
FCA/rtl
Attachment

7004 2510 0006 7990 5454

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			
ALBUQUERQUE, NM 87106			
Postage	\$ 0.39	UNIT ID: 0108	
Certified Fee	2.40		
Return Receipt Fee (Endorsement Required)	1.85		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 4.64		
Sent To		Deanna DeSutter Nob Hill N.A.	
Street, Apt. No.; or PO Box No.		310 Richmond SE	
City, State, ZIP+4		Albuquerque, NM 87106	
PS Form 3800, June 2002		See Reverse for Instructions	



ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

*Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE
Scott M. McGee, PE*

March 24, 2006

CERTIFIED MAIL - 7004 2510 0006 7990 5461

Mr. John Pate
Southeast Heights Neighborhood Association
1007 Idlewilde Ln. SE
Albuquerque, NM 87108

**RE: Aliso Lofts, Phase II
(Present Legal: Lots 3-A & 4, Block 3, Granada Heights)**

Dear Mr. Pate:

As the consulting engineers for the above referenced site (see the attached zone map), we are writing this letter to inform the Southeast Heights Neighborhood Association that a submittal is being made to the City of Albuquerque Development Review Board this week. The submittal is a request for approval of a vacation of public right-of-way between Silver Ave. and Arlote Ave. along the westerly property line.

Please feel free to call our office at 268-8828 if additional information is desired on this action.

Very truly yours,
ISAACSON & ARFMAN, P.A.

Fred C. Arfman, PE
FCA/rtl
Attachment

7004 2510 0006 7990 5461

U.S. Postal Service™		CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>			
For delivery information visit our website at www.usps.com			
OFFICIAL USE			
ALBUQUERQUE, NM 87108			
Postage	\$	0.39	UNIT ID: 0108 ALBUQUERQUE NM HIGHLAND STA Postman Here 24 Clerk RS6WGC 2006 USPS
Certified Fee		2.40	
Return Receipt Fee (Endorsement Required)		1.85	
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$	4.64	
Sent To	John Pate		
Street, Apt. No.; or PO Box No.	Southeast Heights N.A. 1007 Idlewilde Ln. SE		
City, State, ZIP+4	Albuquerque, NM 87108		
PS Form 3800, June 2002		See Reverse for Instructions	



ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE
Scott M. McGee, PE

March 24, 2006

CERTIFIED MAIL - 7004 2510 0006 7990 5478

Mr. Richard Macpherson
Southeast Heights Neighborhood Association
601 Carlisle SE
Albuquerque, NM 87106

RE: Aliso Lofts, Phase II
(Present Legal: Lots 3-A & 4, Block 3, Granada Heights)

Dear Mr. Macpherson:

As the consulting engineers for the above referenced site (see the attached zone map), we are writing this letter to inform the Southeast Heights Neighborhood Association that a submittal is being made to the City of Albuquerque Development Review Board this week. The submittal is a request for approval of a vacation of public right-of-way between Silver Ave. and Arlote Ave. along the westerly property line.

Please feel free to call our office at 268-8828 if additional information is desired on this action.

Very truly yours,
ISAACSON & ARFMAN, P.A.

Fred C. Arfman, PE
FCA/rtl
Attachment

7004 2510 0006 7990 5478

7004 2510 0006 7990 5478

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	\$ 0.39	UNIT ID: 0108
Certified Fee	2.40	
Return Receipt Fee (Endorsement Required)	1.85	Postmark Albuquerque, NM Clerk: K56NG1 MAR 24 2006
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.64	

Sent To: Richard Macpherson
Southeast Heights Neighborhood Association
Street, Apt. No., or PO Box No.: 601 Carlisle SE
City, State, ZIP+4: Albuquerque, NM 87106

PS Form 3800, June 2002 See Reverse for Instructions

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

PAID RECEIPT

APPLICANT NAME SHEFFIELD PARTNERS LLC
AGENT ISAACSON & ARFMAN P.A.
ADDRESS 128 MONROE ST. NE
PROJECT & APP # 1004779/06DRB00393
PROJECT NAME ALISO LOFTS, PHASE II

\$ 20.00 441032/3424000 Conflict Management Fee

\$ 300.00 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

\$ 395.00 TOTAL AMOUNT DUE

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

ISAACSON AND ARFMAN P A 128 MONROE ST NE ALBUQUERQUE, NM 87108-1247 268-8828		16989 95-219/1070 176 1350743997
DATE <u>3/24/06</u>		
PAY TO THE ORDER OF <u>City of Albuquerque</u>	\$ <u>395.00</u>	
<u>Three Hundred Ninety-Five +00/100</u>		DOLLARS  Security Features Details on Back.
FOR <u>vacation of public ROW</u>		<u>Scott M. McFee</u>
WELLS FARGO Wells Fargo Bank, N.A. New Mexico wells Fargo.com		
⑈00016989⑈ ⑆107002192⑆ 1350743997⑈		

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 APRIL 4, 2006 To APRIL 19, 2006

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.

Ruth Logano 3/24/06
(Applicant or Agent) (Date)
for ISAACSON & Arfman, P.A.

I issued 2 signs for this application, 03/24/06 Sandy Handley
(Date) (Staff Member)

DRB PROJECT NUMBER: 1004779

M:\active\ld_2006\1520\dwg\1520EXH-ROW.dwg, 4/18/2006 3:00:33 PM

Silver Avenue s.e.
(55' Right-of-Way)

R15.00'

55.00'

46.00'

VACATE 9.00'
OF ROW

VACATE 19.00'
OF ROW

Aliso Drive s.e.
(65' Right-of-Way)

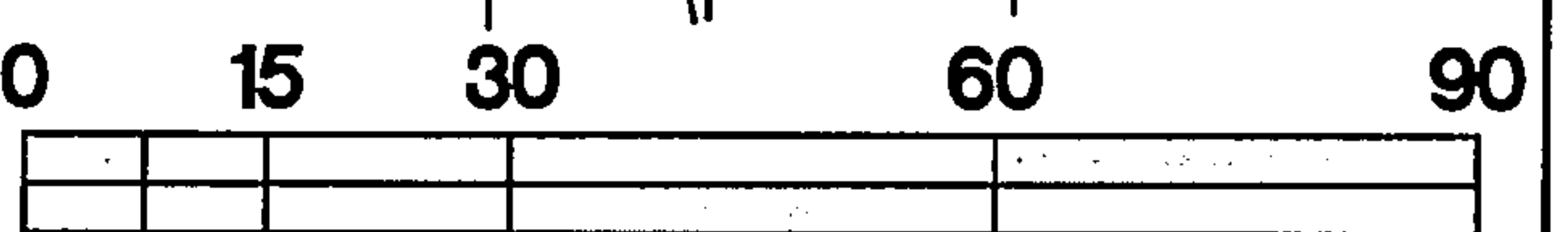
65.00'

TOTAL VACATED
ROW=4468.86 SF

VACATE 5.00'
OF ROW

Arlotte Avenue s.e.
(60' Right-of-Way)

R15.00'



Revised
EXHIBIT B
4/26/06

ALISO LOFTS VACATION EXHIBIT

SCALE 1"=30'

1520EXH-ROW.DWGthor 04.18.06

GRANADA

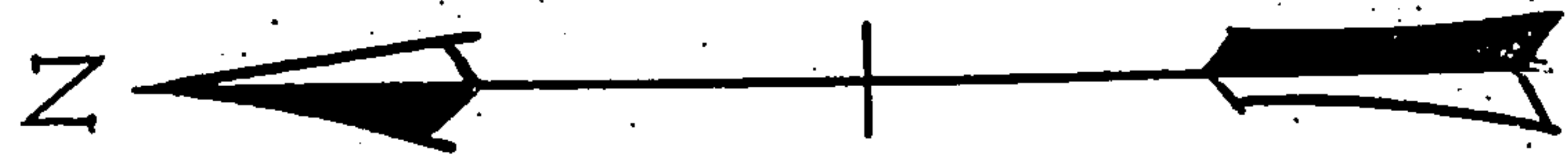
HEIGHTS

ADDITION TO THE CITY OF
ALBUQUERQUE, NEW MEXICO

SURVEYED AND PLATTED BY
ROSS ENGINEERING OFFICE
OCTOBER 1925

SCALE 1 INCH = 100 FT.
E.W.C.
E.R.

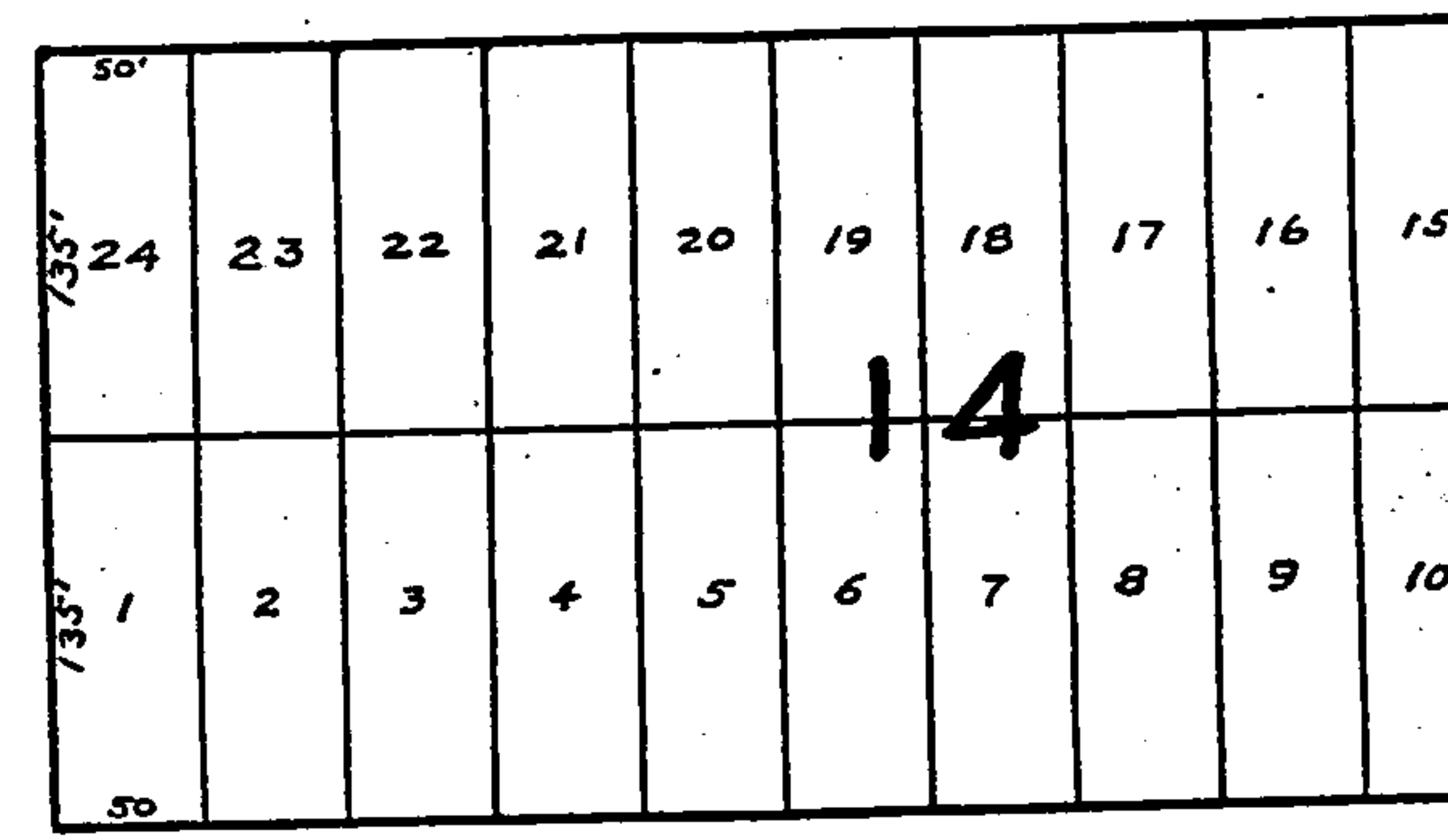
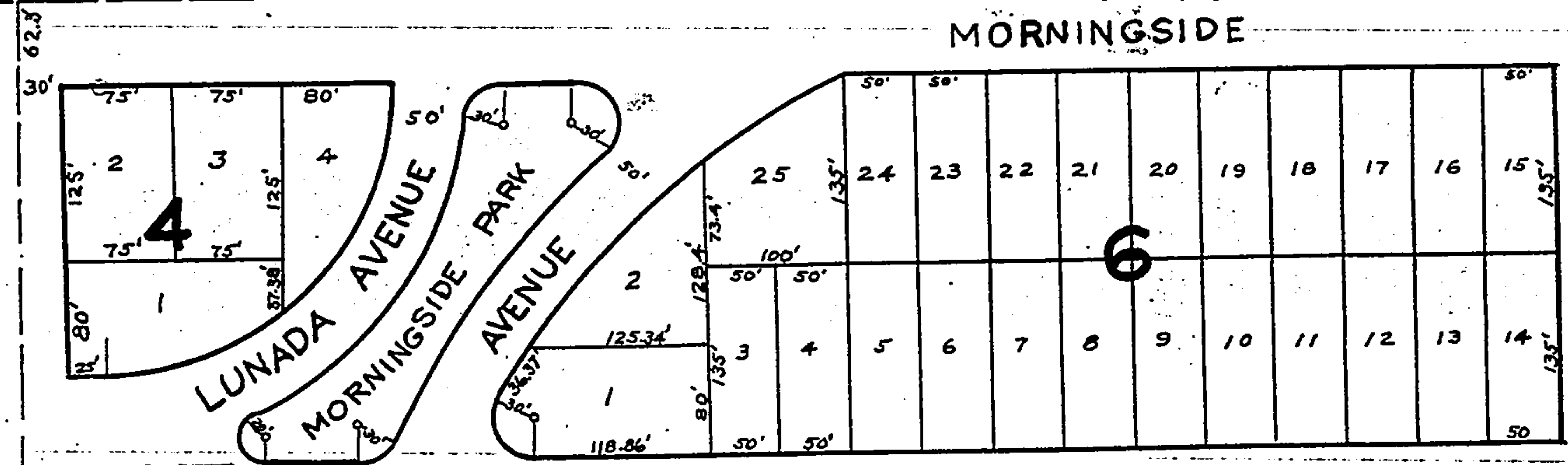
was filed for record on the 14 day
October 1925 at 11:00
A.M. Recorded in Vol. D1
of San Juan County, Folio
Lucy M. Harris Clerk & Recorder
E.A. Harris Deputy Clerk



5.0° 04' E. 2030.8'

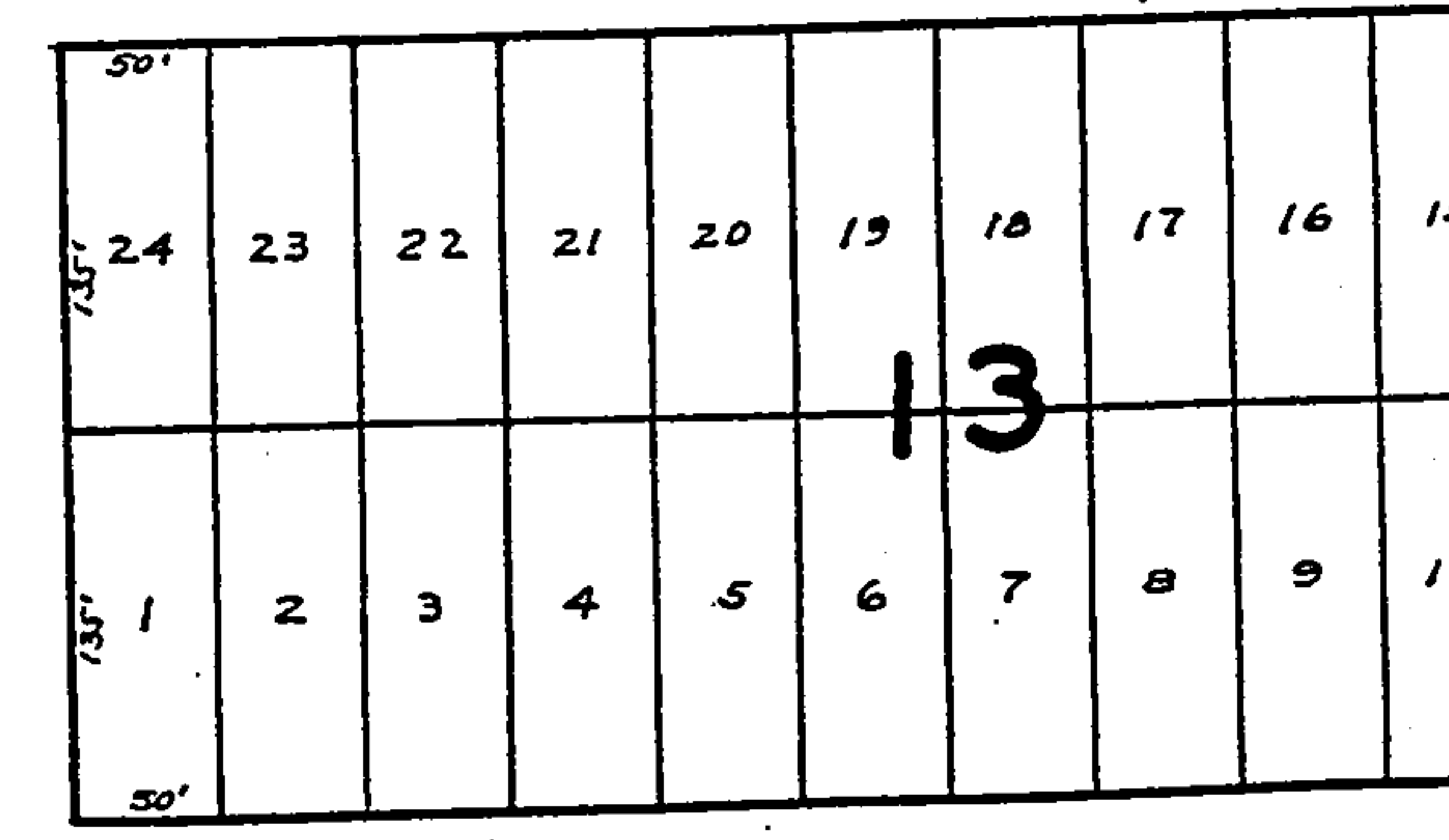
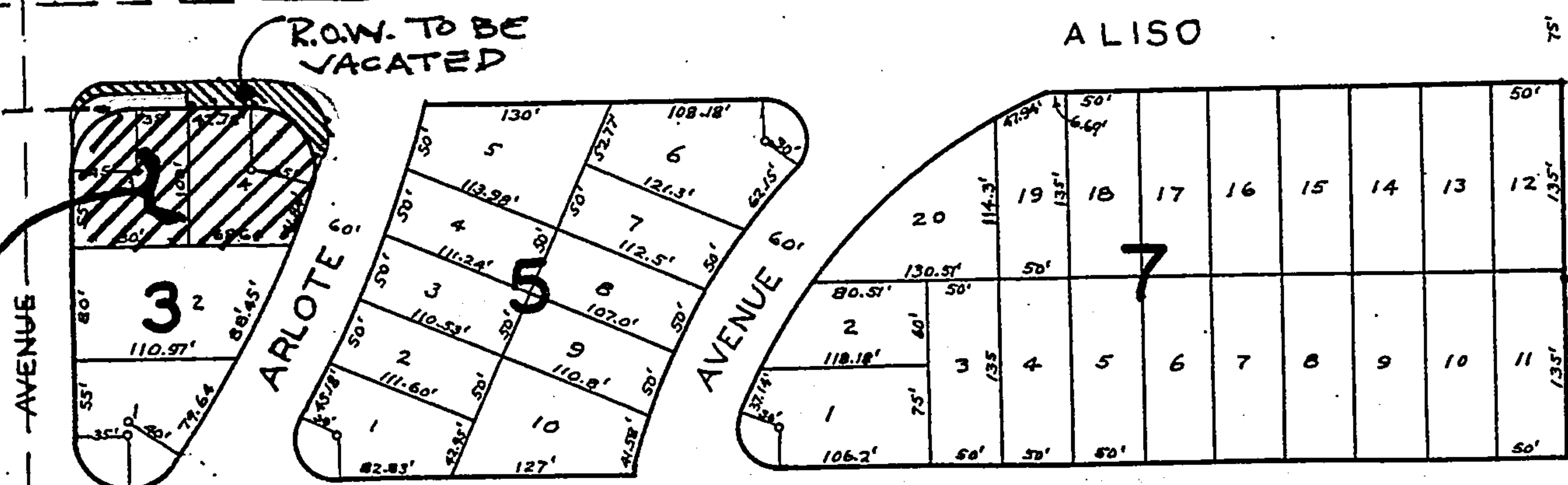
MORNINGSIDE

AVENUE



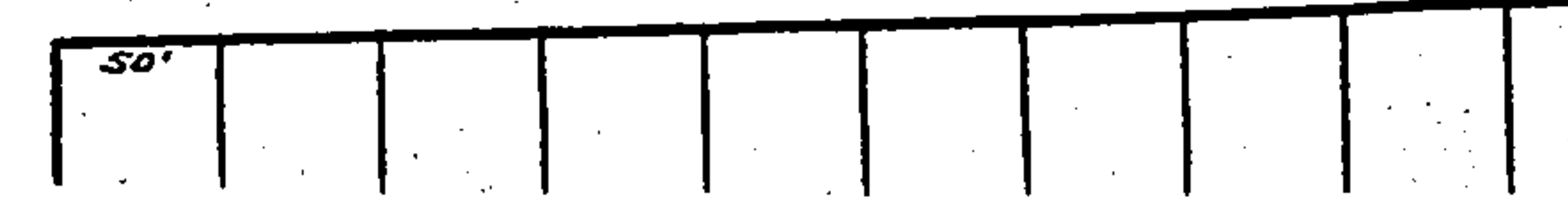
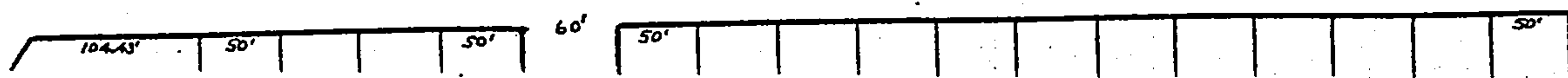
ALISO

AVENUE



SOLANA

AVENUE



ORIGINAL R.O.W. 75'
SITE

AVENUE

AVENUE