



DENISH + KLINE ASSOCIATES

October 20, 2008

Mr. Jack Cloud, Chair
Development Review Board
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

HAND-DELIVERED

Re: Project # 1004872 / 06EPC-00621
City Engineer Project Nos. 7754.83 and 7754.84
Mesa del Sol Buildings #2 and #3
Request for withdrawal of SIA and Financial Guarantee

VOIDED
10-20-08

Dear Mr. Cloud:

By this letter we request withdrawal of the Subdivision Improvement Agreement and the Financial Guarantees associated with Buildings Two and Three, located in Innovation Park at Mesa del Sol. The Site Plan for Building Permit was approved by the Planning Commission on June 16, 2006 for a site of approximately 11.9 acres located at the corner of Watson Loop and Fritts Crossing. The site plan proposed two 95,000 square foot warehouse/office buildings. The applicant for the project was Forest City Covington New Mexico. This office acted as agent for the original application.

LSK

Current economic conditions make the construction of these buildings improbable at this time. We request that the City void the financial guarantee and cancel the Letter of Credit associated with each of the City Engineer Project Numbers referenced above. The applicant understands that all approvals, including DRB site-plan sign-off, would be voided, and when the project does start again, the applicant would be required to return to the DRB with a new site plan submittal, infrastructure list, SIA, and financial guarantee, and have the same re-approved.

Please let us know if you have any questions or need additional information.

Sincerely,

Lawrence Kline FAICP

cc: Harry Relkin
James Topmiller PE
John Myers Esq.

#5



DRB CASE ACTION LOG

REVISED 9/28/05

SPBP
(FINAL PLAT)

Completed
3/21/07

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

DRB Application No.: **05DRB-01491 (SBP)**

Project # **1004872**

Project Name: **MESA DEL SOL BLDG 2 & 3**

Agent: **Denish & Kline Associates**

Phone No: **842-6461**

Your request for (SDP for SUB), (SDP for BP), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on 10/25/06 by the DRB with delegation of signature(s) to the following departments.

OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: _____

UTILITIES: _____

CITY ENGINEER / AMAFCA: SIA
 amendment to development agreement by Authority 3/21/07

PARKS / CIP: _____

PLANNING (Last to sign): 3 copies

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

1004872

W/HK drawn 10/20/06

JAL



DRB CASE ACTION LOG

REVISED 9/28/05

SPBP
~~(FINAL PLAT)~~

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.: **05DRB-01491 (SBP)**

Project # **1004872**

Project Name: **MESA DEL SOL BLDG 2 & 3**

Agent: **Denish & Kline Associates**

Phone No: **842-6461**

Your request for (SDP for SUB), (SDP for BP), (FINAL PLATS), (MASTER DEVELOP. PLAN), was approved on 10/25/06 by the DRB with delegation of signature(s) to the following departments.
OUTSTANDING SIGNATURES COMMENTS TO BE AD DRESSED

TRANSPORTATION: _____

UTILITIES: _____

CITY ENGINEER / AMAFCA: SIA
 amendment to development agreement by Authority

PARKS / CIP: _____

PLANNING (Last to sign): 3 copies

- 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

1004872



**DEVELOPMENT REVIEW BOARD
ACTION SHEET**

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

October 25, 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: 1:50 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 # 1001562**
06DRB-01408 Major-Two Year SIA

MARK GOODWIN & ASSOCIATES agent(s) for PULTE HOMES OF NEW MEXICO request(s) the above action(s) for the **RESERVE @ FOUR HILLS**, zoned R-1, located on WAGON TRAIN SE, between RATON AVE SE and RIO ARRIBA AVE SE containing approximately 17 acre(s) (M-22) **TWO YEAR SIA WAS APPROVED.**

2. **Project # 1002984**
06DRB-01386 Major-Vacation of Pub
Right-of-Way

ROBERT J. POWERS request(s) the above action(s) for all or a portion of Lot(s) 21, Block(s) 2, **VOLCANO CLIFFS, UNIT 2**, zoned R-1, located on KIMBERLITE NW, between CLIFF RD NW and POPO NW containing approximately 1 acre(s). (E-10) **VACATION WAS APPROVED AS SHOWN ON EXHIBIT B IN THE PLANNING FILE.**

3. **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*] (F-23) **DEFERRED AT THE BOARD'S REQUEST TO 11/8/06.**

4. **Project # 1005179**
06DRB-01417 Major-Amnd SiteDev Plan
BldPermit

MAHLMAN STUDIO ARCHITECTURE agent(s) for CITY OF ALBUQUERQUE OFFICE OF SENIOR AFFAIRS, request(s) the above action(s) for all or a portion of Lot(s) 1-A-2, **ATRISCO BUSINESS PARK, UNIT 2** (to be known as **LOS VOLCANES FITNESS CENTER**) zoned SU-1 FOR SENIOR CENTER, located on LOS VOLCANES RD NW, between AIRPORT NW and COORS NW containing approximately 3 acre(s). (J-10) **THE AMENDED SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR PARKING ISSUES AND SIDEWALK EASEMENT QUESTION AND PLANNING FOR 3 COPIES OF THE PLAN AND COMMENTS IN THE FILE.**

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

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

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

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

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

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

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

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

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 # 1003272**
06DRB-01509 Minor-SiteDev Plan
BldPermit

CLAUDIO VIGIL ARCHITECTS agent(s) for AMERI-CONTRACTORS request(s) the above action(s) for all or a portion of Tract(s) 2-A-1-B-2-B-1, **ALBUQUERQUE WEST, UNIT 2**, zoned SU-1 FOR C-3 USES, located on EAGLE RANCH RD NW, between PASEO DEL NORTE NW and ALL SAINTS NW containing approximately 1 acre(s). [REF: 06DRB01253] (C-13) **THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR SIDEWALK EASEMENTS ALONG HIGH ASSETS AND EAGLE RANCH ROAD, PICTURES OF PERMANENT CURVE AND UTILITIES DEVELOPMENT FOR RESOLUTION OF SEWER SERVICE AND 3 COPIES OF THE SITE PLAN.**

8. **Project # 1004644**
06DRB-01189 Minor-SiteDev Plan
Subd/EPC

CONSENSUS PLANNING INC agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of, **THE TRAILS, UNIT 2, SANTA FE 3, (to be known as THE TRAILS, UNIT 9A)** zoned SU-2-SRSL, located on WOODMONT AVE NW, between RAINBOW BLVD NW and UNIVERSE BLVD NW containing approximately 20 acre(s). [Deferred from 8/23/06 & 9/13/06 & 9/27/06 & 10/4/06] (C-9) **WITHDRAWN AT THE AGENT'S REQUEST.**

9. **Project # 1004872**
06DRB-01491 Minor-SiteDev Plan
BldPermit/EPC

DENISH & KLINE ASSOCIATES agent(s) for FOREST CITY COVINGTON NEW MEXICO request(s) the above action(s) for all or a portion of Tract(s) within the NW ¼ of the NW ¼ of Section 22, T9N, R3E, NMPM, Mesa Del Sol Employment Center, Phase I, **MESA DEL SOL, BUILDINGS 2 & 3**, zoned SU-1/IP Uses, located on University Blvd Extension SE between Street C SE and Street D SE containing approximately 12 acre(s). [Catalina Lehner, EPC Case Planner] [Deferred from 10/18/06] (R-16) **WITH THE SIGNING OF THE**

INFRASTRUCTURE LIST DATED 10/25/06 AND APPROVAL OF THE GRADING PLAN ENGINEER STAMP DATED 10/10/06 THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR SIA AND COMPLETION OF AMENDMENT TO UTILITY DEVELOPMENT AGREEMENT AND PLANNING FOR 3 COPIES OF THE SITE PLAN.

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

10. **Project # 1000029**
06DRB-01517 Minor-Extension of
Preliminary Plat

BOHANNAN HUSTON INC agent(s) for SAWMILL COMMUNITY LAND AND TRUST request(s) the above action(s) for all or a portion of Lot(s) C and B-1A-1, **DUKE CITY LUMBER COMPANY ADDITION** and Lot(s) D-1-A, **ARBOLERA DE VIDA, PHASE 2**, zoned S-M1, S-DR, located on Bellamah Ave NW between 19th St NW and 18th St NW containing approximately 25 acre(s). [REF: 05DRB-01681] (H-13) **A ONE-YEAR EXTENSION OF THE PRELIMINARY PLAT WAS APPROVED.**

11. **Project # 1001656**
06DRB-01510 Minor-Prelim&Final Plat
Approval

SANTIAGO ROMERO JR. agent(s) for CITY OF ALBUQUERQUE, AVIATION DEPARTMENT request(s) the above action(s) for all or a portion of Tract(s) A & L, Parcels 1-5, **DOUBLE EAGLE II AIRPORT**, zoned SU-1 Airport Related Facilities, located west of Paseo De Vulcan NW and north of Double Eagle II Airport containing approximately 3, 489 acre(s). [REF: 02DRB00710] (C-4, C-5, D-5, D-6, E-4, E-5, E-6, G-4, G-5 & G-6) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR SHOWING OF ACCESS FOR PARCELS 1-5 AND PLANNING FOR NOTICE OF SUBDIVISION PLAT CONDITIONS DOCUMENT AND TO RECORD.**

12. **Project # 1003757**
06DRB-01522 Minor-Prelim&Final Plat
Approval

ISAACSON & ARFMAN PA agent(s) for CREAMLAND LLC request(s) the above action(s) for Lot(s) 1-12, Block(s) 4, FRANCISCAN ADDITION and Lot(s) 1-7, Block(s) 2, ALVARADO ADDITION and Lot(s) 1-7, Block(s) 7, ALVARADO ADDITION and VACATED HAINES AVE RIGHT-OF-WAY (to be known as **TRACT A, LANDS OF CREAMLAND LLC**) zoned M-1 light manufacturing zone, located on MCKNIGHT AVE NW, between 2ND ST NW and 3RD ST NW containing approximately 3 acre(s). [REF: 04DRB-01688] (H-14) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 10/25/06 THE PRELIMINARY PLAT WAS APPROVED. THE FINAL PLAT WAS INDEFINITELY DEFERRED FOR THE SIA.**

13. **Project # 1005219**
06DRB-01516 Minor-Prelim&Final Plat
Approval

WAYJOHN SURVEYING agent(s) for DAVID HILLSON request(s) the above action(s) for all or a portion of Tract(s) A-1, **WAGGOMAN-DENISON ADDITION**, zoned C-2, located on Wyoming Blvd SE between Central Ave SE and Zuni Rd SE containing approximately 2 acre(s). (K-20) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR CROSS ACCESS EASEMENTS AND DRIVE PAD CONSOLIDATION AND PLANNING FOR AGIS DXF FILE AND TO RECORD.**

14. **Project # 1005147**
06DRB-01527 Minor-Prelim&Final Plat
Approval

B. KAY SHAFER request(s) the above action(s) for all or a portion of Lot(s) 47, **UNIT 3 MCDONALD ACRES**, zoned R-1 residential zone, located on PHOENIX AVE NW, between 9TH ST NW and 10TH ST NW containing approximately 1 acre(s). [REF: 06DRB-01342] (H-14) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AGIS DXF FILE AND TO RECORD.**

15. **Project # 1004924**
06DRB-01514 Minor-Final Plat Approval

JEFF MORTENSEN & ASSOCIATES agent(s) for HOECHL REAL ESTATE CORPORATION request(s) the above action(s) for all or a portion of Tract(s) B, **FEDERAL PLAZA**, zoned SU-1 FOR O-1 USES, located on HOMESTEAD RD NE, between MONTGOMERY BLVD NE and SAN MATEO BLVD NE containing approximately 4 acre(s). [REF: 06DRB-01181, 06DRB-01274, 06DRB-01273] (G-18) **FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR MAINTENANCE OF NOTE 14 PUBLIC SIDEWALK EASEMENT.**

16. **Project # 1004739**
06DRB-01511 Minor-Final Plat Approval

SURV-TEK INC agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of Tract(s) 4, Trails, Unit 2 (to be known as **SANTA FE 3 @ THE TRAILS, UNIT 2**), zoned SU-2-UR, located on Oakridge St NW between Rainbow Blvd NW and Universe Blvd NW containing approximately 19 acre(s). [REF: 06DRB-01382, 06DRB-01383, 06DRB-01384] (C-9) **FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR NMU INC SIGNATURE AND TO RECORD.**

17. **Project # 1002730**
06DRB-01521 Minor-Final Plat Approval

ISAACSON & ARFMAN agent(s) for INFILL SOLUTIONS II LLC request(s) the above action(s) for all or a portion of Lot(s) 13-A-1, Block(s) 6, Tract(s) 3, **NORTH ALBUQUERQUE ACRES UNIT 3** (to be known as **VILLA FIRENZE**) zoned R-D, located on CORONA AVE NE, between VENTURA ST NE and MENDOCINO DR NE containing approximately 4 acre(s). [REF: 06DRB-01204] *[Deferred from 10/25/06]* (C-20) **DEFERRED AT THE AGENT'S REQUEST TO 11/8/06.**

18. **Project # 1003523**
06DRB-01529 Major-Final Plat Approval

RIO GRANDE ENGINEERING agent(s) for MONTEREY LAND GROUP II, LLC request(s) the above action(s) for all or a portion of Lot(s) 30, 31, 32 & 33, LANDS OF ATRISCO GRANT, UNIT 3 (to be known as **PRIMA ENTRADA SUBDIVISION**) zoned SU-2/RLT, located on 98th St NW between Endee Rd NW and Interstate 25 containing approximately 14 acre(s). [REF: 05DRB01369] (J-8, J-9) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR VERIFICATION IF SIDEWALK WAIVER IS NOT NEEDED, ENTRADA VISTA ENTRANCE, TRACT A DRAINAGE EASEMENT TO CITY OF ALBUQUERQUE AND MAINTENANCE AND BENEFICIARIES OF ALL HOME OWNERS ASSOCIATION TRACTS (FIX NOTE), AMAFCA'S SIGNATURE AND PLANNING FOR AGIS DXF FILE AND TO RECORD.**

19. **Project # 1004675**
06DRB-01518 Minor-Final Plat Approval

MARK GOODWIN & ASSOCIATES agent(s) for MONTEREY LAND GROUP LLC 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 28 acre(s). [REF: 06DRB-00836, 06DRB-01026, 01027, 01028, 01029 & 01030] (F-11) **FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AMAFCA'S SIGNATURE AND TO RECORD.**

20. **Project # 1002567**
06DRB-01523 Minor-Final Plat Approval

ADVANCED ENGINEERING & CONSULTING agent(s) for STEVE KIRK request(s) the above action(s) for all or a portion of Lot(s) 5-A & 5-B, COLEMAN ADDITION (to be known as **HACIENDA DE LOIS SUBDIVISION**) zoned R-2 residential zone, located on 12TH ST NW, between MENAUL EXTENSION NW and LA POBLANA NW containing approximately 1 acre(s). [REF: 06DRB-00726] (H-13)

FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AGIS DXF FILE AND TO RECORD.

- 21. Project # 1004240**
06DRB-01524 Major-Final Plat Approval
06DRB-01525 Minor-Subd Design (DPM)
Variance

ADVANCED ENGINEERING AND CONSULTING agent(s) for VILLAS LAS MANANITAS DEVELOPMENT LLC request(s) the above action(s) for all or a portion of Tract(s) 87-A-1-B, 87-A-2, 87-B-1, 87-B-2, 87-B-3, 88, 89A, 89-B-1, 89-B-2-A, Lot(s) A-1 & A-2, **LANDS OF E. MAS**, zoned SU-1 for C-1 and R-1, located on Indian School Rd NW between Meadow View Dr NW and Rio Grande Blvd NW containing approximately 5 acre(s). [REF: 05DRB-00918] (H-13) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION DEVELOPMENT FOR EASEMENT ADJUSTMENTS AND A NOTE TO ADD CURB AND SIDEWALK MAINTENANCE AND PLANNING FOR AGIS DXF FILE AND TO RECORD. A SUBDIVISION DESIGN VARIANCE FROM MINIMUM DPM STANDARDS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.**

- 22. Project # 1003004**
06DRB-01512 Minor-Final Plat Approval

TIERRA WEST LLC agent(s) for STILLBROOKE HOMES INC request(s) the above action(s) for all or a portion of Tract(s) 414, 415-B, 415-C, 415-D & 41, ATRISCO GRANT UNIT 3 (to be known as **STINSON PARK SUBDIVISION**) zoned R-D residential and related uses zone, developing area, located on TOWER RD SW, between UNSER BLVD SW and STINSON ST SW containing approximately 15 acre(s). [REF: 04DRB-01974, 04DRB-01975, 05DRB-01776] (L-10) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PARKS FOR OPEN SPACE NOTE AND PAYMENT AND TO PLANNING TO RECORD.**

23. **Project # 1003991**
06DRB-01513 Minor-Final Plat Approval

TIERRA WEST LLC agent(s) for FD SAGE MARKET PLACE LLC request(s) the above action(s) for all or a portion of Tract(s) A-1-C, TOWN OF ATRISCO GRANT, UNIT 7 (to be known as **SAGE RANCH SUBDIVISION**) zoned R-LT, located on Snow Vista Blvd SW between Sage Rd SW and Reba Ave SW containing approximately 4 acre(s). [REF: 05DRB-01293, 05DRB-01294, 06DRB-00437] (M-9) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO UTILITIES DEVELOPMENT FOR RESOLVING ISSUES WITH EXISTING 20-FOOT WATER LINE EASEMENT AND 7-FOOT PUE EASEMENT ON TRACT A AND PLANNING FOR HOME OWNER'S ASSOCIATION PRESIDENT'S SIGNATURE ON THE PLAT AND TO RECORD.**

24. **Project # 1002632**
06DRB-01409 Major-Final Plat Approval

TIERRA WEST LLC agent(s) for CAPITAL ALLIANCE INVESTMENTS request(s) the above action(s) for all or a portion of Lot(s) 3-9, 12, 23 & 24, Block(s) 5, Tract(s) A & 5, SUNDANCE ESTATES, UNIT 1 (to be known as **SUNDANCE ESTATES, UNIT 1-B**) zoned R-LT, located on LYON BLVD NW, between PARADISE BLVD NW and UNSER NW containing approximately 11 acre(s). [REF: 03EPC-00690, 03DRB-01306, 04DRB-00760, 04DRB-00761, 04DRB-01761] [*Deferred from 10/11/06 & Deferred at the Board's request from 10/18/06*] (B-11) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PARKS FOR NATIONAL PARK SERVICE LETTER AND PLANNING TO RECORD. THIS PLAT IS NOT WITHIN THE BOUNDARIES OF THE PETROGLYPH NATIONAL MONUMENT.**

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

25. **Project # 1005220**
06DRB-01519 Minor-Sketch Plat or Plan

HARRIS SURVEYING INC. agent(s) for JOHN S. PALONI request(s) the above action(s) for **UNPLATTED LAND**, zoned M-1, located on MENAUL BLVD NE, between the

NORTH FRONTAGE RD NE and UNIVERSITY BLVD NE containing approximately 7 acre(s). (H-15) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

26. **Project # 1005221**
06DRB-01520 Minor-Sketch Plat or Plan

PRECISION SURVEYS INC., agent(s) for JOURNAL PUBLISHING COMPANY request(s) the above action(s) for Tract(s) 5-B-1-A-1, 5-B-1-A-2, 5-B-1-B (to be known as **JOURNAL CENTER, TRACTS 5-B-1-A-1-B, 5-B-1-A-2-B & 5-B-1-B-2**) zoned IP, located on JEFFERSON ST NE and TIBURON ST NE containing approximately 12 acre(s). (D-17) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

27. Approval of the Development Review Board Minutes for October 18, 2006. **THE DRB MINUTES FOR OCTOBER 18, 2006 WERE APPROVED BY THE BOARD.**

ADJOURNED: 1:50 P.M.

CITY OF ALBUQUERQUE



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

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO/PROJECT NO: 1004872

AGENDA ITEM NO: 9

SUBJECT:

Site Plan for BP

ACTION REQUESTED:

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

ENGINEERING COMMENTS:

An approved conceptual grading and drainage plan dated 10-10-06 is on file prior to site plan approval.
An approved SIA with Financial Guarantee(s) is required prior to site plan sign off by the City Engineer.

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

RESOLUTION:

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

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

SIGNED: Bradley L. Bingham
City Engineer / AMAFCA Designee

DATE: OCTOBER 25, 2006



**DEVELOPMENT REVIEW BOARD
ACTION SHEET**

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

October 18, 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: 11:45 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 # 1005160**
06DRB-01372 Major-Vacation of Pub
Right-of-Way
06DRB-01373 Minor-Prelim&Final Plat
Approval

SURVEYS SOUTHWEST LTD agent(s) for MARK GONZALES request(s) the above action(s) for Lot(s) 2 & 4 Unit 2, **JESUS ROMERO ADDITION** & Tract(s) 241 **M.R.G.C.D. MAP 38**, zoned C-1 neighborhood commercial zone, located on RIO GRANDE BLVD NW, between HOLLYWOOD AVE NW and SOTO AVE NW containing approximately 1 acre(s). (J-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 UTILITIES DEVELOPMENT FOR PRIVATE SEWER EASEMENTS ACROSS LOT 2-A FOR**

THE BENEFIT OF TRACT 247 AND TRANSPORTATION DEVELOPMENT FOR 10-FOOT RADIUS AT HOLLYWOOD AND 15-FOOT RADIUS AT THE ALLEY.

2. Project # 1004739

06DRB-01382 Major-Amnd Prelim Plat Approval
06DRB-01383 Minor-Subd Design (DPM) Variance
06DRB-01384 Minor-Temp Defer SDWK

SURV-TEK INC agent(s) for THE TRAILS LLC request(s) the above action(s) for all or a portion of Tract(s) 4, **THE TRAILS, UNIT 2 (to be known as SANTA FE 3 @ THE TRAILS, UNIT 2,** zoned R-D residential and related uses zone, developing area, located on OAKRIDGE ST NW, between RAINBOW BLVD NW and UNIVERSE BLVD NW containing approximately 19 acre(s). [REF: 06DRB-00291, 06DRB-00292] (C-9) **THE AMENDED PRELIMINARY PLAT WAS APPROVED WITH CONDITIONS OF FINAL PLAT: THE ZONING SHALL BE SU-2/UR AND IF THE FINAL PLAT IS APPROVED AFTER OCTOBER 31, 2006, THE SUBDIVIDER MUST COMPLY WITH CITY COUNCIL RESOLUTION R-06-74 REGARDING PRE-DEVELOPMENT FACILITY FEE AGREEMENTS WITH THE ALBUQUERQUE PUBLIC SCHOOLS (APS). THIS AMENDMENT DOES NOT EXTEND THE EXPIRATION DATE OF THE ALREADY APPROVED PRELIMINARY PLAT. THE SUBDIVISION DESIGN VARIANCE WAS WITHDRAWN AT THE AGENT'S REQUEST. THE TEMPORARY DEFERRAL OF CONSTRUCTION OF SIDEWALKS ON THE INTERIOR STREETS WAS APPROVED AS SHOWN ON EXHIBIT C IN THE PLANNING FILE.**

3. 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 & 9/27/06 & 10/4/06 & 10/18/06] (P-9) **DEFERRED AT THE AGENT'S REQUEST TO 11/1/06.**

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.

4. **Project # 1004075**
06DRB-01424 Minor-Level B – Sector
Development Plan – Phase
One/Conceptual Plan Review

DENISH & KLINE ASSOCIATES agent(s) for FOREST CITY COVINGTON NM LLC request(s) the above action(s) for numerous Lot(s) and Tract(s), Conceptual Plan review & comment, **MESA DEL SOL**, zoned SU-1 for Planned Community, located east of Broadway SE and south of Picaros Rd SE, containing approximately 3,080 acre(s). (Q-16 & 17, R-14 thru R-17, S-14 thru S-17, T-19 & U-13) **THE DEVELOPMENT REVIEW BOARD RECOMMENDS APPROVAL OF THE LEVEL B, CONCEPTUAL SECTOR DEVELOPMENT PLAN, AS PRESENTED, TO THE ENVIRONMENTAL PLANNING COMMISSION WITH COMMENTS AS LISTED IN THE LETTER OF ADVICE.**

5. **Project # 1004872**
06DRB-01491 Minor-SiteDev Plan
BldPermit/EPC

DENISH & KLINE ASSOCIATES agent(s) for FOREST CITY COVINGTON NEW MEXICO request(s) the above action(s) for Tract(s) within the NW ¼ of the NW ¼ of Section 22, T9N, R3E, NMPM, Mesa Del Sol Employment Center, Phase I, **MESA DEL SOL, BUILDINGS 2 & 3**, zoned SU-1/IP Uses, located on University Blvd Extension SE between Street C SE and Street D SE containing approximately 12 acre(s). **[Catalina Lehner, EPC Case Planner] [Deferred from 10/18/06] (R-16) DEFERRED AT THE AGENT'S REQUEST TO 10/25/06.**

6. **Project # 1002458**
06DRB-00906 Minor-SiteDev Plan
BldPermit/EPC

CLAUDIO VIGIL ARCHITECTS agent(s) for BANK OF OKLAHOMA FINANCIAL CORPORATION request(s) the above action(s) for all or a portion of Lot(s) 15 & 16, Block(s) 9, Tract(s) 2, NORTH ALBUQUERQUE ACRES, UNIT 3 (to be known as **BANK OF ALBUQUERQUE**) zoned SU-2, located on CARMEL NE, between WYOMING NE and HOLLY NE containing approximately 2 acre(s). [REF: 06EPC-00467] **[Catalina Lehner, EPC Case Planner] [Was Indefinitely deferred 6/28/06] (C-19) THE SITE PLAN FOR BUILDING PERMIT WAS**

APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR SIA AND PLANNING FOR 3 COPIES OF THE SITE PLAN AND CORRECT ACREAGE TO MATCH PLAT.

06DRB-01475 Minor-Prelim&Final Plat Approval

SURVEYS SOUTHWEST agent(s) for BANK OF OKLAHOMA, DAVID JAMES request(s) the above action(s) for all or a portion of Lot(s) 15 & 16, Block(s) 9, Tract(s) 2, NORTH ALBUQUERQUE ACRES, UNIT 3 (to be known as **BANK OF ALBUQUERQUE**) zoned SU-2 Mixed Use, located on CARMEL AVE NE, between WYOMING BLVD NE and HOLLY AVE NE containing approximately 2 acre(s). (C-19) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 10/18/06 THE PRELIMINARY PLAT WAS APPROVED. FINAL SIGN OFF WAS DELEGATED TO TRANSPORTATION DEVELOPMENT FOR EASEMENT FOR ADA RAMP ON LOT 17 AND MAINTENANCE AND BENEFICIARY OF 22-FOOT AND 24-FOOT ACCESS EASEMENTS.**

7. **Project # 1001049**
06DRB-01488 Minor-SiteDev Plan Subd.

CONSENSUS PLANNING agent(s) for HORIZON ROSE INTERESTS LLC request(s) the above action(s) for all or a portion of Tract(s) 4, LANDS OF IHS ACQUISITION # 120 (to be known as **HORIZON, PHASE II**) zoned SU-2 hospital & medical, located on ALAMEDA BLVD NE, between BALLOON MUSEUM DR NE and EDITH NE containing approximately 6 acre(s). [*Indef deferred from 10/18/06*] (C-17) **INDEFINITELY DEFERRED AT THE AGENT'S REQUEST.**

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

8. **Project # 1005085**
06DRB-01489 Minor-Prelim&Final Plat Approval
06DRB-01490 Minor-Sidewalk Waiver

SURVEYS SOUTHWEST LTD agent(s) for JOHN JACKSON request(s) the above action(s) for all or a portion of Lot(s) 10 & 13, Block(s) 4, **MANCHESTER PLACE ADDITION**, zoned RA-2 residential and agricultural zone, located on MANCHESTER DR NW,

between CANDELARIA RD NW and HEADINGLY AVE NW containing approximately 1 acre(s). [REF: 06DRB-01192] (G-13) **THE PRELIMINARY AND FINAL PLAT WAS APPROVED AND SIGNED OFF BY THE BOARD. A SIDEWALK VARIANCE FOR WAIVER OF SIDEWALKS WAS APPROVED WITH CONDITION: THE WAIVER WILL NOT APPLY TO ANY FUTURE PUBLIC OR S.A.D./P.I.D. PROJECTS.**

9. **Project # 1003759**
05DRB-00294 Minor-Final Plat Approval

SURVEYS SOUTHWEST LTD agent(s) for KEN BALIZER request(s) the above action(s) for all or a portion of Tract(s) 173A and 174, M.R.G.C.D. MAP 31, (to be known as **LANDS OF KEN BALIZER**, zoned RA-2, located on ARCADIAN TR NW, between CALLE LOS VECINOS NW and SAN ISIDRO ST NW containing approximately 1 acre(s). [REF: 04DRB-01702] *[Was Indef Deferred on 2/23/05 & Indef deferred 10/19/05 for SIA & License Agreement]*(G-13) **THE FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO CITY ENGINEER FOR M.R.G.C.D. SIGNATURE, EASEMENTS GRANTED TO CITY OF ALBUQUERQUE AND CORRECT CALL OUT OF ROAD EASEMENT.**

10. **Project # 1000131**
06DRB-01492 Minor-Prelim&Final Plat Approval

DOUG SMITH agent(s) for TRENIDAD ENTERPRISES, request(s) the above action(s) for all or a portion of Lot(s) 6A, **BROADWAY INDUSTRIAL CENTER, UNIT 2**, zoned C-2, located on SAN JOSE AVE SE, between WHEELER AVE SE and WESMECO DR SE containing approximately 3 acre(s). (M-14) **PRELIMINARY AND FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR ENVIRONMENTAL HEALTH SIGNATURE ON THE PLAT, AGIS DXF FILE AND TO RECORD THE PLAT.**

11. **Project # 1002632**
06DRB-01409 Major-Final Plat Approval

TIERRA WEST LLC agent(s) for CAPITAL ALLIANCE INVESTMENTS request(s) the above action(s) for all or a portion of Lot(s) 3-9, 12, 23 & 24, Block(s) 5, Tract(s) A & 5, SUNDANCE ESTATES, UNIT 1 (to be known as **SUNDANCE ESTATES, UNIT 1-B**) zoned R-LT, located on LYON BLVD NW, between PARADISE BLVD NW and UNSER NW containing approximately 11 acre(s). [REF: 03EPC-00690, 03DRB-01306, 04DRB-00760, 04DRB-00761, 04DRB-01761] [*Deferred from 10/11/06 & 10/18/06*] (B-11) **DEFERRED AT THE BOARD'S REQUEST TO 10/25/06.**

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

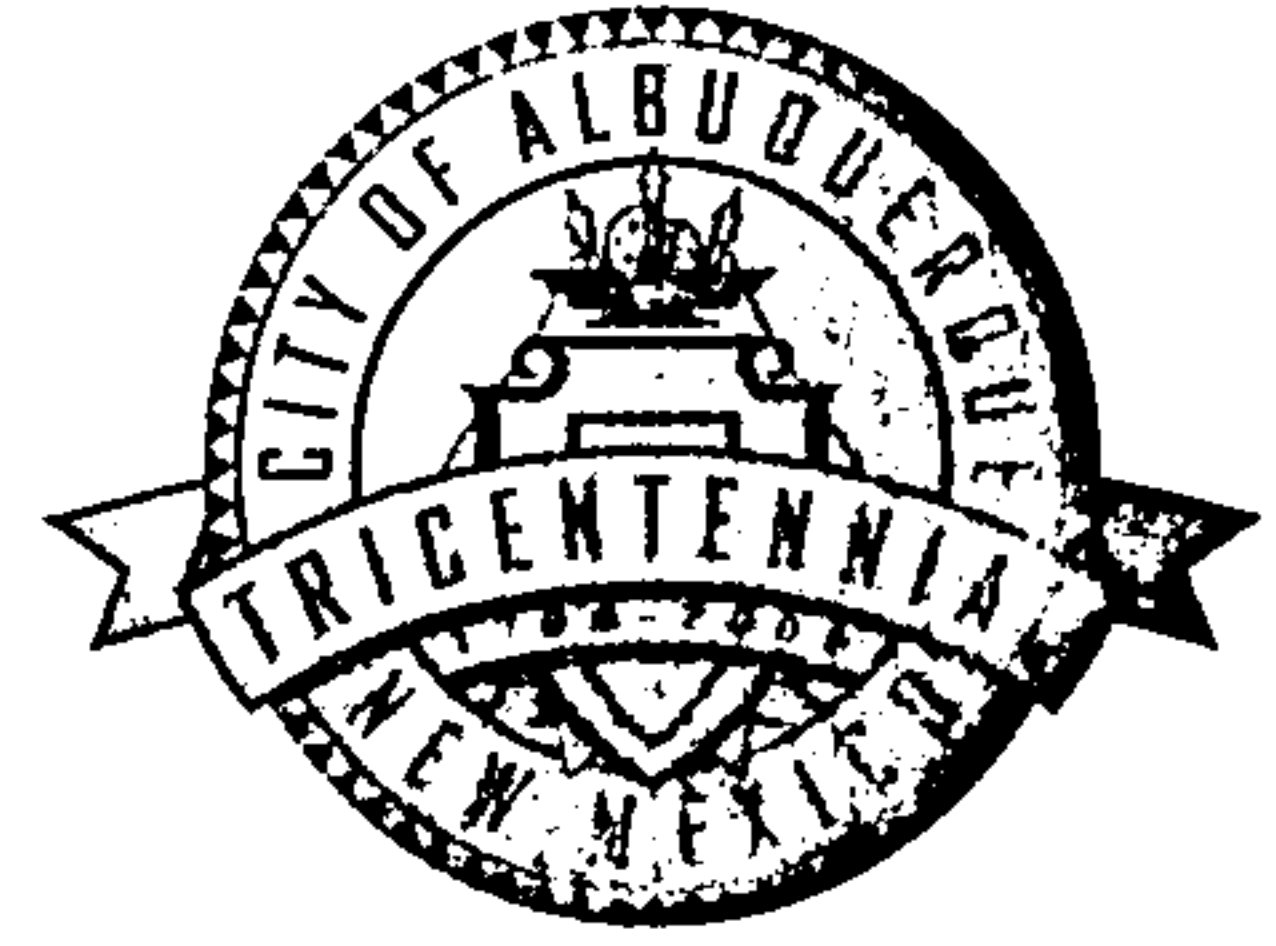
12. **Project # 1005210**
06DRB-01493 Minor-Sketch Plat or Plan

BILL BAILEY & MARK HARENBERG agent(s) for WERNER GILCHRIST HOUSE LLC request(s) the above action(s) for all or a portion of Lot(s) 1-4 & 6 feet of Lot(s) 5, Block(s) 10, **UNIVERSITY HEIGHTS ADDITION**, zoned SU-2 special neighborhood zone, located on CORNELL DR SE, between SILVER AVE SE and LEAD AVE SE containing approximately 32 acre(s). (K-16) **THE ABOVE REQUEST WAS REVIEWED AND COMMENTS WERE GIVEN.**

13. Approval of the Development Review Board Minutes for October 11, 2006. **THE DEVELOPMENT REVIEW BOARD MINUTES FOR OCTOBER 11, 2006 WERE APPROVED.**

ADJOURNED: 11:45 A.M.

CITY OF ALBUQUERQUE



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

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO/PROJECT NO: 1004872

AGENDA ITEM NO: 5

SUBJECT:

Site Plan for BP

ACTION REQUESTED:

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

ENGINEERING COMMENTS:

An approved conceptual grading and drainage plan must be on file prior to site plan approval.
An approved SIA with Financial Guarantee(s) is required prior to site plan sign off by the City Engineer.

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

RESOLUTION:

10-25-06

APPROVED ___; DENIED ___; DEFERRED X; 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: OCTOBER 18, 2006

DEVELOPMENT REVIEW BOARD
TRANSPORTATION DEVELOPMENT
Standard Comment Sheet

DRB- 1004872 Item No. 5 Zone Atlas R-16

DATE ON AGENDA 10-18-06

INFRASTRUCTURE REQUIRED (X)YES ()NO

CROSS REFERENCE: _____

TYPE OF APPROVAL REQUESTED:

- () SKETCH PLAT () PRELIMINARY PLAT () FINAL PLAT
() SITE PLAN REVIEW AND COMMENT () SITE PLAN FOR SUBDIVISION
(X) SITE PLAN FOR BUILDING PERMIT

<u>No.</u>	<u>Comment</u>
1)	Are the on-street parking spaces part of the required counts?
2)	Why does street "x" have on-street parking?
3)	How wide are the sidewalks?
4)	The Keyed Notes need to refer the public street items to be done with work order.
5)	Why are we using 6" curb? This is not a City Standard.
6)	Why does note 20 refer to phase II when there is a portion in phase I?
7)	General dimensions are missing on the site plan sheet.

If you have any questions or comments please call Wilfred Gallegos at 924-3991. Meeting notes:



Myrna I.
Marquez/PARKS/CABQ
10/18/2006 10:00 AM

To Claire A. Senova/PLN/CABQ@COA
cc April M. Candelaria/PLN/CABQ@COA
bcc

Subject: ~~Open Space comments~~

History: This message has been replied to.

Good Morning,
Regarding Project #1004075:
page 36 of "Community Master Plan"

The submittal needs to be more specific about the level of dedication of Open Space Future. Major public Open Space shall specifically be dedicated to the City of Albuquerque for inclusion in its Open Space network.

page 77 of "Community Master Plan"
Please describe the areas as "Natural Ponding Areas" in lieu of "Open Space Pond Areas".

The colors used in the legends are so similar that they are extremely difficult to decipher.

~~Regarding Project # 1004872~~

In the absence of a street network or any other recognizable landmarks, this type of submittal has no meaning. Please provide a larger scale location map.

Thank you.

Myrna I. Marquez
Associate Planner
City of Albuquerque Open Space Division
P: (505) 452-5222
F: (505) 873-6628



CITY OF ALBUQUERQUE
PLANNING DEPARTMENT

INTER-OFFICE MEMO

DATE: October 13, 2006
TO: Sheran Matson, DRB Chair
FROM: Catalina Lehner, Planner 
RE: Project #1004872, Mesa del Sol Employment Center Buildings 2 & 3

On June 15th, 2006, the Environmental Planning Commission (EPC) approved a Site Development Plan for Building Permit with Conditions for Tracts within the NW ¼ of the NW ¼ of Section 22, T9N, R3E, NMPM, a portion of the Mesa del Sol Employment Center Phase I. Staff (Russell Brito, in my absence) met with the agents, Lawrence Kline of Denish+Kline Associates, Will Gleason of Dekker/Perich/Sabatini and John Myers on September 26th, 2006 to discuss compliance with the EPC's Conditions of Approval.

The Site Development Plan for Building Permit (sheets dated October 10, 2006) satisfactorily meets the EPC conditions as elaborated in the associated Official Notification of Decision, *except for the following*:

Condition #11a-Landscaping: The street trees used along the University Blvd. Extension (now Street X) shall be Chitalpa.

The landscape plan shows Desert Willow, a multi-trunk shrub, along Street X. The landscape plan needs to be corrected to show Chitalpa along Street X. (Chitalpa is basically a Desert Willow with one trunk).

I spoke with the applicant about this on Friday, October 13th. The applicant indicated that the above change will be made and a new sheet brought to DRB on Wednesday.

If you have any questions regarding this case, please call me at 924-3935.

10/3/06

~~Shenan~~

applicant says they
will bring a revised land
scape plan on wed.

-Catalina



DENISH + KLINE ASSOCIATES

October 20, 2008

Mr. Jack Cloud, Chair
Development Review Board
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

HAND-DELIVERED

Re: Project # 1004872 / 06EPC-00621
City Engineer Project Nos. 7754.83 and 7754.84
Mesa del Sol Buildings #2 and #3
Request for withdrawal of SIA and Financial Guarantee

Dear Mr. Cloud:

By this letter we request withdrawal of the Subdivision Improvement Agreement and the Financial Guarantees associated with Buildings Two and Three, located in Innovation Park at Mesa del Sol. The Site Plan for Building Permit was approved by the Planning Commission on June 16, 2006 for a site of approximately 11.9 acres located at the corner of Watson Loop and Fritts Crossing. The site plan proposed two 95,000 square foot warehouse/office buildings. The applicant for the project was Forest City Covington New Mexico. This office acted as agent for the original application.

Current economic conditions make the construction of these buildings improbable at this time. We request that the City void the financial guarantee and cancel the Letter of Credit associated with each of the City Engineer Project Numbers referenced above. The applicant understands that all approvals, including DRB site-plan sign-off, would be voided, and when the project does start again, the applicant would be required to return to the DRB with a new site plan submittal, infrastructure list, SIA, and financial guarantee, and have the same re-approved.

Please let us know if you have any questions or need additional information.

Sincerely,

Lawrence Kline FAICP

cc: Harry Relkin
James Topmiller PE
John Myers Esq.



**AMENDMENT TO AGREEMENT
CONSTRUCT SUBDIVISION IMPROVEMENTS**

4-16-08
City Project #7754.83

WHEREAS, the City and the Subdivider entered into an Agreement to Construct Public and/or Private Subdivision Improvements ("Original Agreement") on February 21, 2007, which was recorded on February 23, 2007, in the records of the Bernalillo County Clerk at Book A132, pages 9755 thru _____, wherein the Subdivider agreed to satisfactorily construct certain infrastructure improvements.

WHEREAS, the Subdivider has requested final plat approval of its plat identified as Plat of Tracts 4-A-1, 4-A-1, 4-A-3 and 4-A-4, Mesa del Sol; and

WHEREAS, the Subdivider is required to financially guarantee the construction of the public and/or private infrastructure; and

WHEREAS, the Subdivider is able to provide the required financial guaranty.

THEREFORE, the Subdivider and the City agree to amend the Original Agreement as follows:

1. Amending Section 5, FINANCIAL GUARANTY, second paragraph, to read as follows:

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

Type of Financial Guaranty: Subdivision Bond No. 82034336

Amount \$715,151.63

Name of Financial Institution or Surety providing Guaranty:

Federal Insurance Company

Date City first able to call guaranty: January 2, 2009

Construction Completion Deadline: January 2, 2009

If guaranty other than a Bond, last day City is able to

call on Guaranty is : _____, 2_____

Additional Information: This subdivision bond replaces the Claim and Notice of Lien filed February 23, 2007, in Book A132, Page 9754, as the guaranty for Mesa del Sol to complete the infrastructure

2. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this

Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

SUBDIVIDER:

By MESA DEL SOL, LLC, a New Mexico limited liability company

By: FC Covington Manager, LLC, a New Mexico limited liability company, Member

By: Forest City NM, LLC, a New Mexico limited liability company, Member

By: Forest City Commercial Group, Inc., an Ohio corporation,

By: [Signature]
Harry Relkin, Vice President

Dated: April 14, 2008

CITY OF ALBUQUERQUE:

[Signature]
City Engineer

Dated: 4-16-08

[Signature]

[Signature]
4-15-08

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 11th day of April, 2008, by Harry Relkin, Vice President of Forest City Commercial Group, Inc., an Ohio corporation, as Sole Member of Forest City NM, LLC, a New Mexico limited liability company, as Member of FC Covington Manger, LLC, a New Mexico limited liability company, as Member of Mesa del Sol, LLC, a New Mexico limited liability company.

[Signature]
Notary Public

My Commission Expires:
11-18-2009

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

This instrument was acknowledged before me on 16th day of April, 2008, by Richard Hunt, City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
10-07-08

FIGURE 16

CIRCLE ONE:
SUBDIVISION BOND FOR:
SIA, SW'S, SPCL.AGRMT.

BOND NO. (SURETYS NO. :) 82034336
CONTACT PERSON'S NAME: Brian O'Leary

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL MEN BY THESE PRESENTS: That we Mesa del Sol, LLC ("SUBDIVIDER") a [state type of business entity, for instance, "New Mexico corporation," "general partnership", "joint venture", "individual", etc.:] New Mexico limited liability company as "Principal", and FEDERAL INSURANCE COMPANY NAME OF SURETY), a corporation organized and existing under and by virtue of the laws of the State of IN, and authorized to do business in the State of New Mexico, as "Surety," whose address is 15 Moutain View Rd. Warren NJ 07061, and whose telephone number is 312-454-4242, are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of Seven Hundred Fifteen Thousand One Hundred Fifty-One 63/100 Dollars (WRITTEN AMOUNT) Dollars, \$715,151.63 (AMOUNT OF FIGURES), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner and/or is interest in or is developing land and premises known as Mesa del Sol, Buildings 2 and 3, Phase I, Tract 4-A-3, Mesa del Sol, City Project No. 775483 ("Name of Subdivision and City Project No; and

WHEREAS, said Subdivision is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Subdivision Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: [list the improvements, e.g., water, sewer, pavement, sidewalks:] public roadway improvements -public sanitary sewer improvements; public waterline improvements and public and private storm drain improvements ("IMPROVEMENTS")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between Mesa del Sol, LLC ("NAME OF SUBDIVIDER") and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, in Book Misc. A132, pages 9755 through _____, as amended by change orders or amendments to the Agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilitates and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended; January 2, 2009 ("the Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed this 9th day of April, 2008.

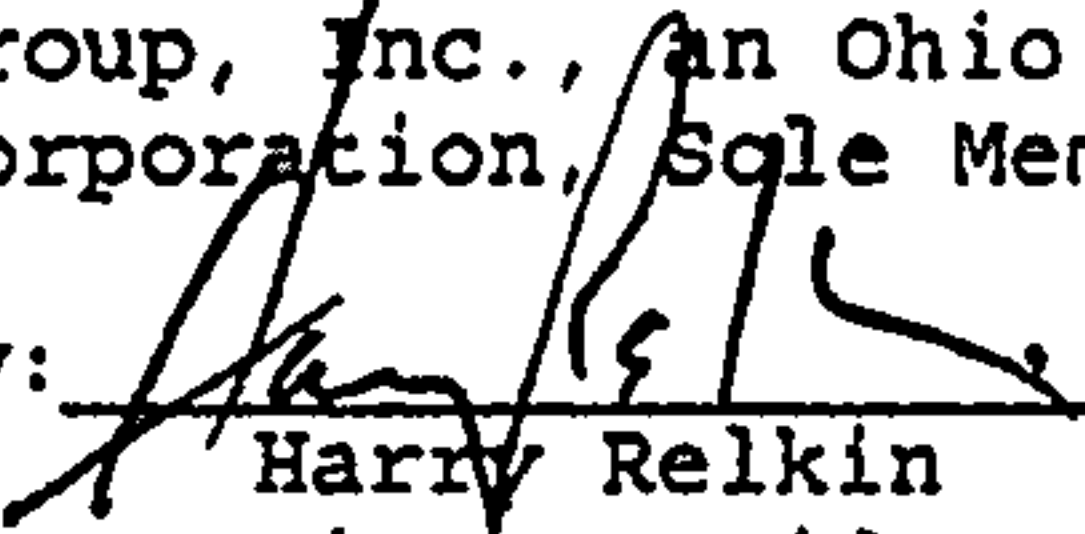
SUBDIVIDER:

MESA DEL SOL, LLC, a New Mexico limited liability company,

By: FC Covington Manager, LLC, a New Mexico limited liability company, Member

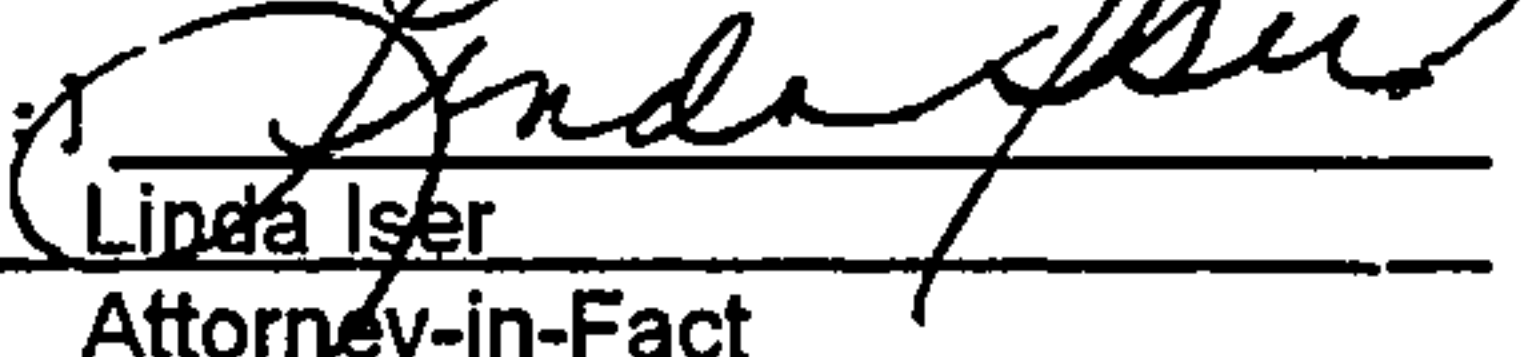
By: Forest City NM, LLC a New Mexico limited liability company, Member

By: Forest City Commercial Group, Inc., an Ohio corporation, Sole Member

By: 
Harry Relkin
Vice President


Date: April 11, 2008

SURETY: FEDERAL INSURANCE COMPANY

By [signature: 
Name: Linda Iser
Title: Attorney-in-Fact
Dated: 4/9/08

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

Subscribed and sworn to before me this 11th day of April, 2008, by, Harry Relkin, Vice President of Forest City Commercial Group, Inc., a New Mexico corporation, as member of FC Covington Manager, LLC, a New Mexico limited liability company, as member of Forest City NM, LLC, a New Mexico limited liability company, as sole member Mesa del Sol, LLC, a New Mexico limited liability company.


Notary Public

My Commission Expires:
11-18-2009

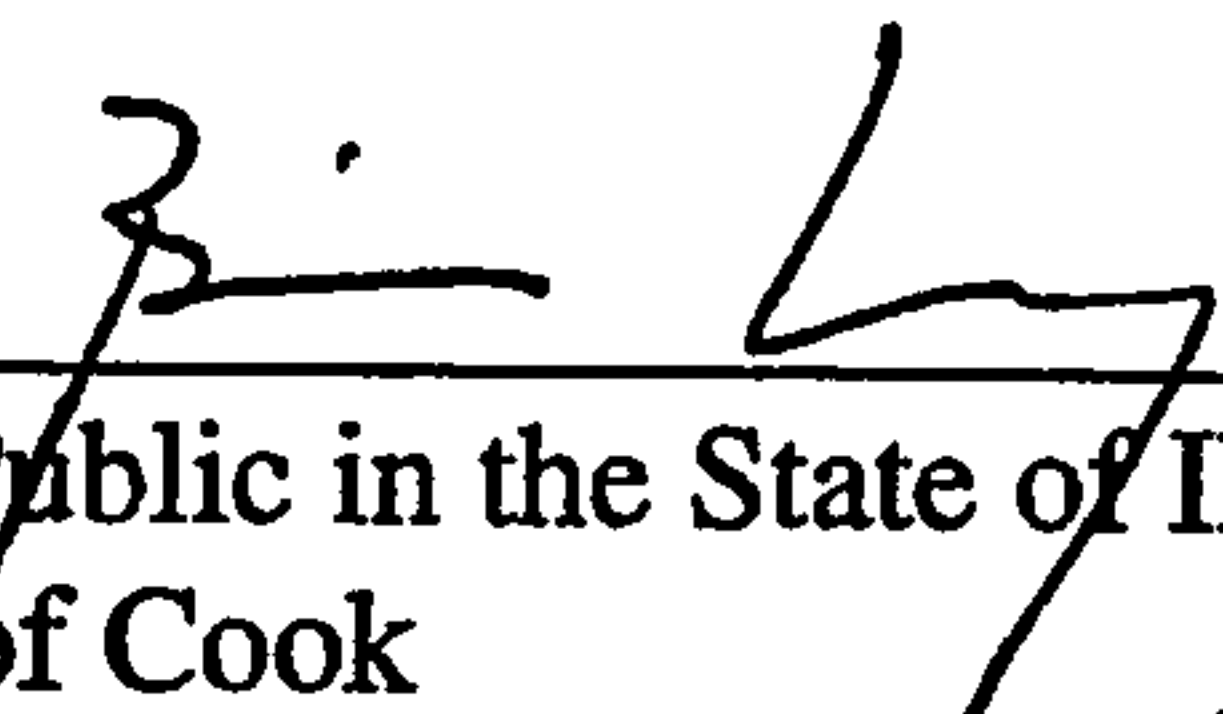
*NOTE: Power of Attorney for Surety must be attached.

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 9th day of April, 2008, before me, Brian O'Leary, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of and for Federal Insurance Company acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint James A. Cuthbertson, Karen Daniel, Robert E. Duncan, Geoffrey E. Heekin, Linda Iser, Jennifer L. Jakaltis, Kathleen J. Malles, Sandra Martinez, Susan J. Preiksa, Patricia Thurmond and Susan A. Welsh of Chicago, Illinois -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 12th day of September, 2005

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

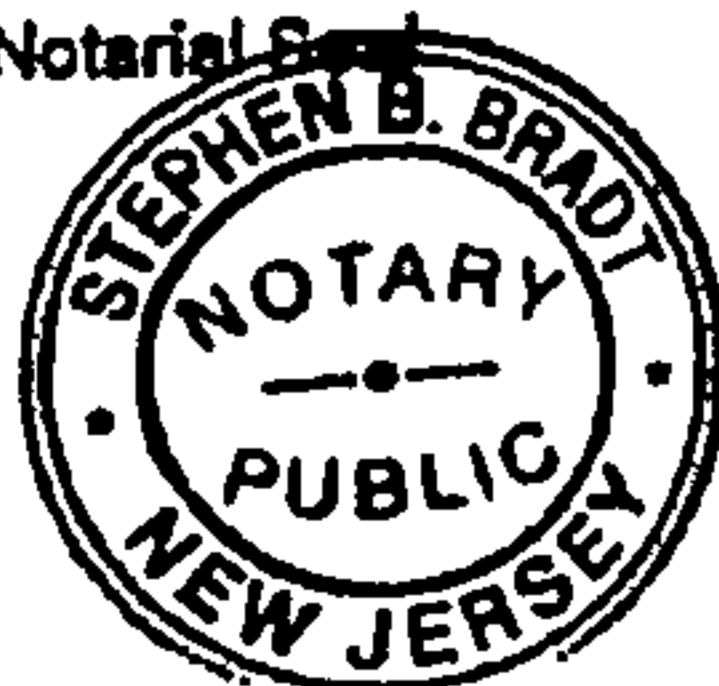
STATE OF NEW JERSEY
County of Somerset

ss.

On this 12th day of September, 2005

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 9th day of April 2008.



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3658 e-mail: surety@chubb.com

FIGURE 12

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

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 21st day of February, 2007, 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 Mesa Del Sol, LLC, a New Mexico limited liability company ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] limited liability, whose address is 801 University Blvd. Suite 200 87106 and whose telephone number is 400-3021, 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:] a portion of Tract 4-A, Mesa Del Sol, LLC **, recorded on 12/22/2006 in the records of the Bernalillo County Clerk at Book 2006C, pages 197 through XXXXXX (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:] Mesa Del Sol, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Tract 4-A-3 of Mesa Del Sol *** describing Subdivider's Property.

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

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 2 day of January, 2009 ("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. 7754.83.

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

** Plat of Mesa Del Sol, LLC, Tracts 4-A, 4-B, and 4-C,
*** Tracts 4-A-1, 4-A-2, and 4-A-3.

2007029809
6612756
Page: 1 of 6
02/23/2007 02:41P
DL-0100 0-0755

Made in Toulouse Bern Co ARRF P 10 00

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% of 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 Cartesian Surveying, and construction surveying of the private Improvements shall be performed by _____. 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 Rohannan Huston, Inc., and inspection of the private Improvements shall be performed by _____, 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



Maggie Toulouse Bern. Co. AGRE R 19.00 2007029809
 6612756
 Page: 2 of 6
 02/23/2007 02:41P
 BK-R132 Pg-9755

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 _____, 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: Claim and Notice of Lien
Amount: \$715,151.63 Name of Financial Institution or Surety _____
Date City first able to call Guaranty: January 2, 2009
[Construction Completion Deadline]: January 2, 2009
If Guaranty other than a Bond, last day City able to call Guaranty is:
March 2, 2009
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.

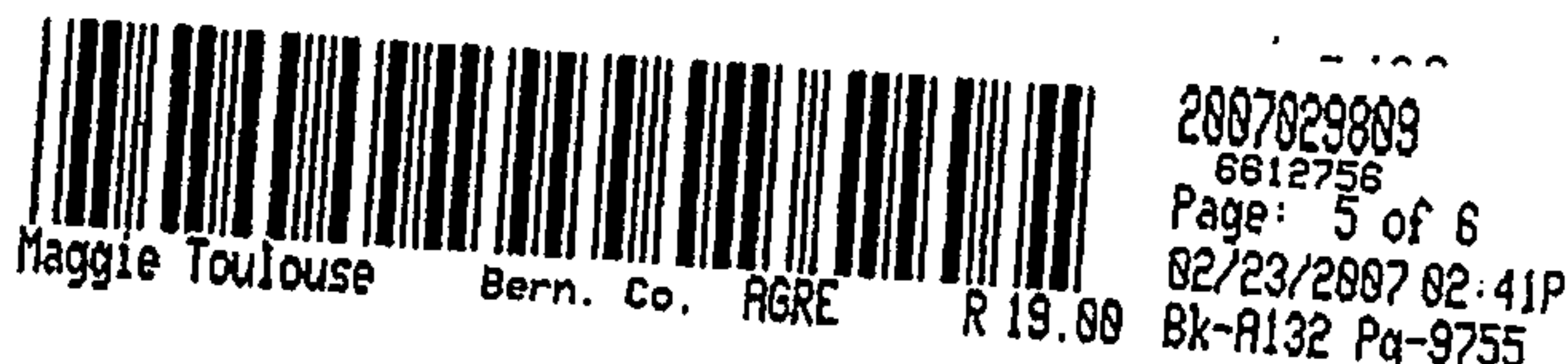
17. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

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:

By [Signature]: [Signature]
Name: Michael D. Daly
Title: Chief Operations Officer, Member
Dated: 1/25/07

CITY OF ALBUQUERQUE
[Signature]
City Engineer
Dated: 2-21-07

2-23-07

SUBDIVIDER'S NOTARY

STATE OF NM)
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on 25th day of January, 2007 by [name of person:] Michael D. Daly, [title or capacity, for instance, "President" or "Owner":] Chief Operations Officer, Member of [Subdivider:] Mesa Del Sol, LLC.

[Signature]
Notary Public



My Commission Expires: 12/20/09

CITY'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

This instrument was acknowledged before me on 21 day of February, 2007 by Richard Dousta, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: July 5, 2010



EXHIBIT A AND POWER OF ATTORNEY ATTACHED

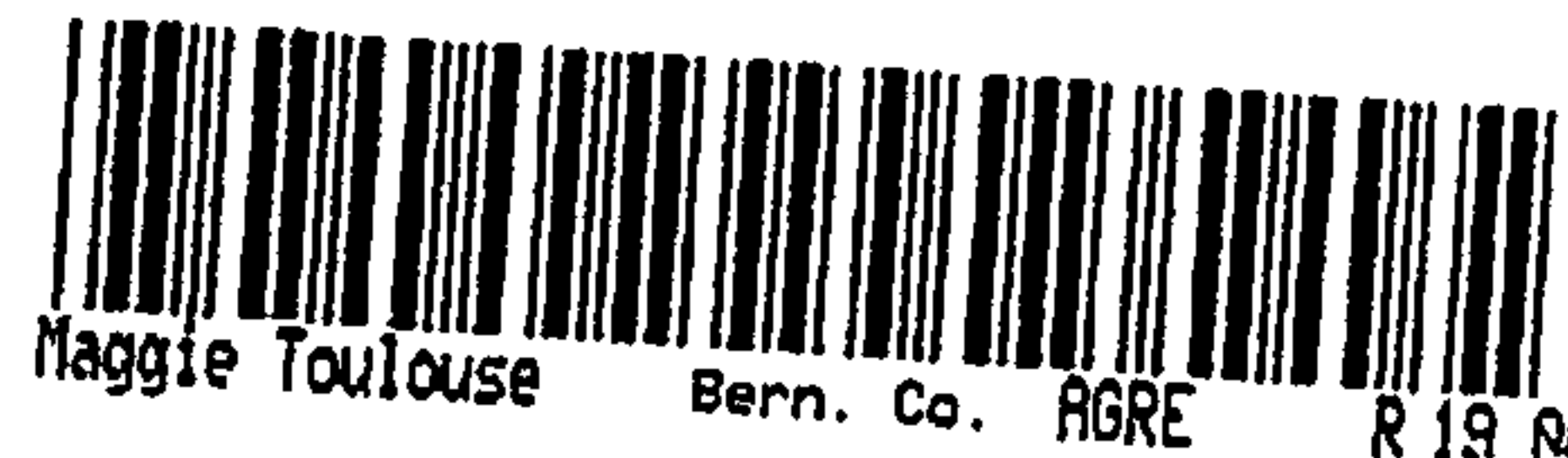


Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: MESA DEL SOL
Buildings 2 & 3, Ph. 1

SUBDIVIDER: Mesa del Sol, LLC

CITY PROJECT NO.: 775483

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) Mesa del Sol Employment Center Phase I, Buildings 2 and 3, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (Name of owner and/or subdivider) Mesa del Sol, LLC, a New Mexico limited liability company, and recorded in the office of the Clerk of Bernalillo County, New Mexico, in Misc. Book _____ at page(s) _____. This Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended, and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: Mesa del Sol, LLC, a New Mexico limited liability company

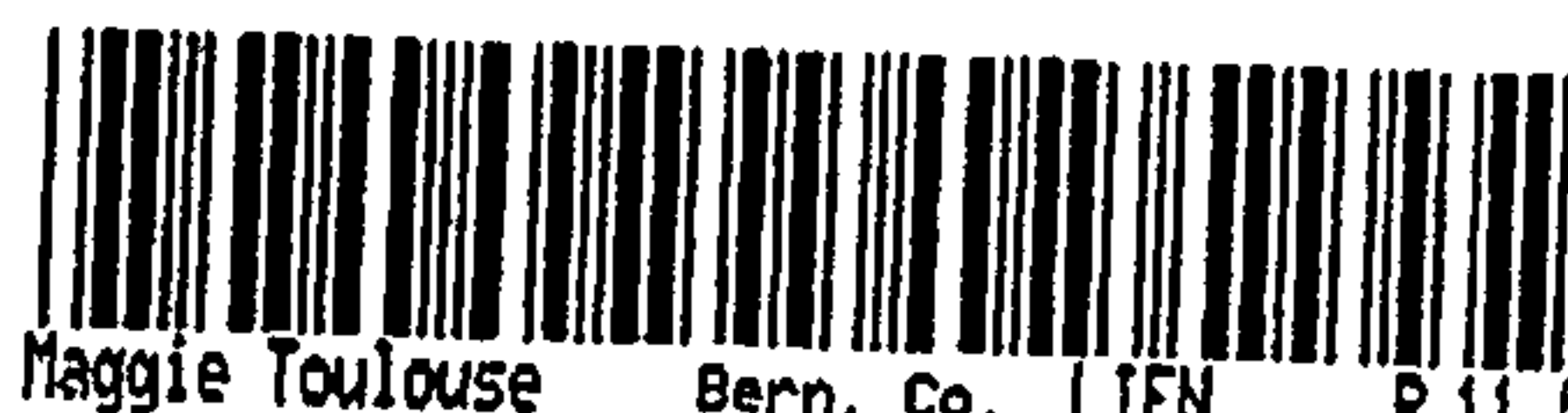
ADDRESS OF OWNER: 801 University, NE, Suite 200
Albuquerque, New Mexico 87106

LEGAL DESCRIPTION: Tract 4-A-3 of MESA DEL SOL TRACTS 4-A-1, 4-A-2,
& 4-A-3

FORMER LEGAL DESCRIPTION:

A portion of Tract 4-A, Mesa del Sol, LLC, Plat of Mesa del Sol, LLC, Tracts 4-A, 4-B and 4-C, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 22, 2006, in Book 2006-C, Folio 197

AMOUNT: \$715,151.63 plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing this Claim and Notice of Lien.



Maggie Toulouse

Bern. Co. LIEN

R 11.00

2007029808

6612755

Page: 1 of 2

02/23/2007 02:41P

Bk-A132 Pg-9754

PERIOD OF TIME COVERED: Expiration of construction completion deadline: January 2, 2009. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at any time the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the improvements will occur.

WITNESS my hand and seal this ____ day of January, 2007.

Millie Santillana

 City Clerk
 City of Albuquerque
 Bernalillo County, New Mexico

APPROVED:
Richard Dourte

 Richard Dourte, City Engineer
 Date: 2-21-07

*1/2
2/19/07*

2-9-07

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

On this the 21st day of February, 2007, before me appeared Millie Santillana to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed on behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledged said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

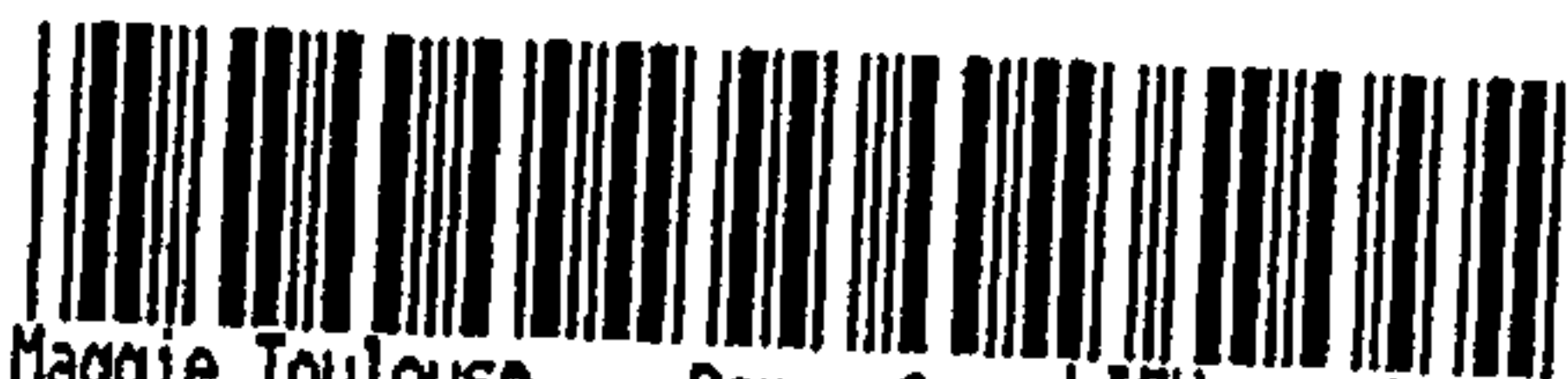
Antonio J. Candibria

 Notary Public

My Commission Expires:

2/17/09

H:\forestcity\jam\buildings 2 and3 site plan\jam\legaldoc\municipal lien Phase1.doc\1/23/2007 2:08 PM



2007022808
 6612755
 Page: 2 of 2
 02/23/2007 02:41P
 Bk-R132 Pg-9754
 Maggie Toulouse Bern. Co. LIEN R 11.00

ORIGINAL

Figure 12

INFRASTRUCTURE LIST

FOR SITE PLAN FOR BUILDING PERMIT

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

*Buildings 2 and 3
(Please see Set)*

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 important items and/or unknown items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantees. Likewise, if the DRC Chair determines that important 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 sponsor/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unknown 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.

DRB Project No. 1004872
06 DRB-06 01491

Date Submitted: October 10, 2006
Date Site Plan for Bldg Permit App: 10/25/06
Date Site Plan for Sub. Approved: NA
Date Preliminary Plat Approved: NA
Date Preliminary Plat Expires: NA

SIA Sequence #	COA DRC Project #	Location	Type of Improvement	Size	From	To	Private Inspector	City Inspector	City Cost Engineer
PUBLIC ROADWAY IMPROVEMENTS									
PHASE 1 (BLDG 2)									
		<i>width of sidewalk?</i>	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT. 1600 LF APPROX.; 40' F TO FAT FULL BUILD OUT)	24' F-EOP	SOLAR MESA AVE. (NORTH SIDE OF ROW). 1600ft	EAST TERMINUS OF CITY PROJECT #775481			
			PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT. 450 LF APPROX.; 40' F TO FAT FULL BUILD OUT)	24' F-EOP	STREET X (WEST SIDE OF THE ROW). 440ft	SOLAR MESA AVE.			
			PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT. 450 LF APPROX.; 40' F TO FAT FULL BUILD OUT)	24' F-EOP	STREET X (WEST SIDE OF THE ROW) 420ft	NORTH PROPERTY LINE OF TRACT 4-3-A			
			PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT. 700 LF APPROX.; 28' F TO FAT FULL BUILD OUT)	24' F-EOP	INDUSTRIAL ROAD 1 700ft	WEST PROPERTY LINE OF TRACT 4-4-A			
PHASE 2 (BLDG 3)									
			SANITARY SEWER LINE, AS REQD 1600ft	12" DIA	SOLAR MESA AVE 4 MH	EAST TERMINUS OF CITY PROJECT #775481			
			SANITARY SEWER LINE, AS REQD 540ft	8" DIA	STREET X 2 MH	SOLAR MESA AVE. APPROX 100 LF NORTH OF EAST ENTRANCE OF TRACT 4-3-A			
PUBLIC WATERLINE IMPROVEMENTS									
			WATERLINE W/ NEC. VALVES FHS, MJS & RJS, STUB OUTS TO BUILDING 2 SITE 1600ft	12" DIA	SOLAR MESA AVE 12" Valve - 4 FH - 2 (60' w/c), 2 Valves STREET X	EAST TERMINUS OF CITY PROJECT #775481			
			WATERLINE W/ NEC. VALVES FHS, MJS & RJS, STUB OUTS TO BUILDING 2 SITE 440ft	12" DIA	STREET X 12" Valve - 1 FH - 2 (20' w/c), 2 Valves	NORTH PROPERTY LINE OF TRACT 4-3-A			

ORIGINAL

Location

Type of Improvement

Size

SUA Sequence #

COA DRC Project #

To

Private Inspector	City Inspector	City Cust Engineer
_____	_____	_____
_____	_____	_____

INDUSTRIAL ROAD 1
NORTH PROPERTY LINE
OF TRACT 4-3A

WEST PROPERTY LINE
OF TRACT 4-4A

STREET X
INDUSTRIAL ROAD 1
STREET X

WATERLINE W/ NEC. VALVES
FHS, MJS & RJS, STUB OUTS TO
BUILDING 2 SITE 420ft

WATERLINE W/ NEC. VALVES
FHS, MJS & RJS, STUB OUTS TO
BUILDING 2 SITE 700ft

PHASE 2 (BLDG 3)
12" DIA

12" DIA

PUBLIC/PRIVATE STORM DRAIN IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)

DRAINAGE IMPROVEMENTS (RETENTION POND FOR SITE, ROAD, AND OFFSITE OUTFALL - APPROX. 6 AC-FT) WITHIN TEMPORARY PUBLIC POND EASEMENT AND COVENANT (PRIVATELY OWNED AND MAINTAINED.)

PRIVATE IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)

775484	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

AGENT/TOWNER _____

JEFFERY L. MALBERRY 10/18/2006 DATE
PREPARED BY: PRINT NAME

BOHANNAN HUSTON INC. _____ DATE
FIRM:

DRB CHAIR Christina S. Sandoval 10/25/06 DATE
PARKS & GENERAL SERVICES

TRANSPORTATION DEVELOPMENT Bradley D. Dingham 10/25/06 DATE
CITY ENGINEER

UTILITY DEVELOPMENT _____ DATE

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/TOWNER



FINANCIAL GUARANTY AMOUNT

12/14/2006

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

Project Description:

Project ID #: 775483, Mesa del Sol Buildings 2&3, Ph.1, Phase/Unit #: 1

Requested By: Jeffrey Mulbery, P.E. - Bohannon Huston, Inc.

Approved estimate amount:		\$448,115.00
Contingency Amount:	10.00%	\$44,811.50
Subtotal:		\$492,926.50
NMGRT	6.875%	\$33,888.70
Subtotal:		\$526,815.20
Engineering Fee	6.60%	\$34,769.80
Testing Fee	2.00%	\$10,536.30
Subtotal:		\$572,121.30
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$715,151.63</u>

APPROVAL:

DATE:

12/14/06

Notes:

No. of Lots:
Nearest Major Streets

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 12th day of March, 2007, 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 Mesa Del Sol, LLC, a New Mexico limited liability company ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] Limited liability, whose address is 801 University Blvd Suite 200 87106 and whose telephone number is 400-3021, 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:] a portion of Tract 4-A, Mesa Del Sol, LLC **, recorded on 12/22/2006 in the records of the Bernalillo County Clerk at Book 2006C, pages 197 through XXXXXXX (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:] Mesa Del Sol, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Tract 4-A-2 of Mesa Del Sol*** describing Subdivider's Property.

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

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 2 day of January, 2009 ("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. 7754.84.

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

Figure 12 - page 1

09/04

** Plat of Mesa Del Sol, LLC, Tracts 4-A, 4-B, and 4-C.
*** Tracts 4-A-1, 4-A-2, and 4-A-3.



Mannia Toulouse

Bern. Co. AGRE

R 19.00

2007039018

8621965

Page: 1 of 6

03/13/2007 02:14P

Bk-A133 Pg-8944

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% of 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 Cartesian Surveying, and construction surveying of the private Improvements shall be performed by _____ . 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 Bohannon Huston, Inc, and inspection of the private Improvements shall be performed by _____, 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 _____, 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: Claim and Notice of Lien
Amount: \$ 309,673.75 Name of Financial Institution or Surety _____
Date City first able to call Guaranty: January 2, 2009
[Construction Completion Deadline]: January 2, 20 09
If Guaranty other than a Bond, last day City able to call Guaranty is:
March 2, 2009, 20_____
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:

CITY OF ALBUQUERQUE

MESA DEL SOL, LLC, a New Mexico limited liability company

[Signature]
City Engineer

Dated: 3-12-07

By: FC Covington Manager, LLC, a New Mexico limited liability company, Member

[Signature]
3/12/07

[Signature]
3-9-07

By: FC Mesa, Inc., a New Mexico corporation, Member

By: [Signature]
Michael D. Daly
Chief Operating Officer

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 1st day of March, 2007 by Michael D. Daly, Chief Operating Officer of FC Mesa, Inc., a New Mexico corporation, as Member of FC Covington Manger, LLC, a New Mexico limited liability company, as Member of Mesa del Sol, LLC, a New Mexico limited liability company.

[Signature]
Notary Public

My Commission Expires: 6/6/10



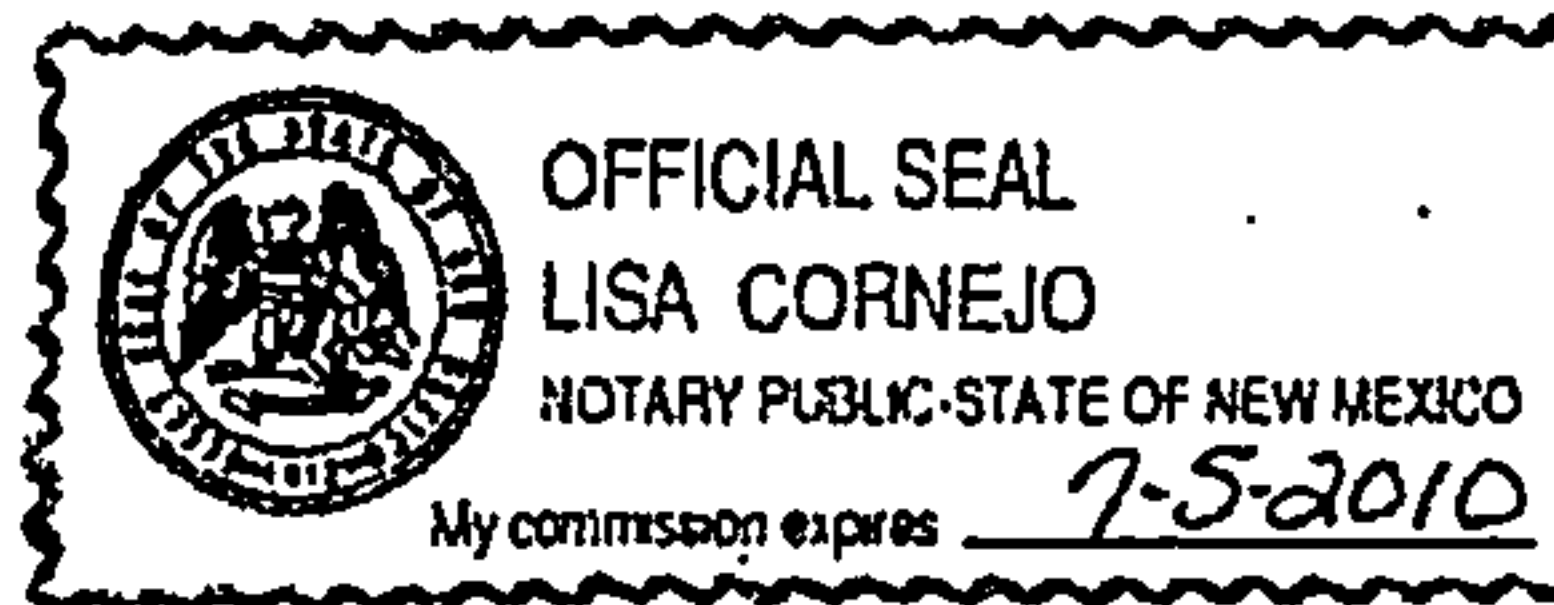
CITY'S NOTARY

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

This instrument was acknowledged before me on 12 day of March, 2007 by Richard Duarte, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: July 5, 2010
Figure 12 - Page 6



07/02



2887839018
6621965
Page: 6 of 6
03/13/2007 02:14P
Rk-A133 Pn-2944

Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: MESA DEL SOL
Buildings 2 & 3, Ph. 2

SUBDIVIDER: Mesa del Sol, LLC

CITY PROJECT NO.: 775484

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) Mesa del Sol Employment Center Phase I, Buildings 2 and 3, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (Name of owner and/or subdivider) Mesa del Sol, LLC, a New Mexico limited liability company, and recorded in the office of the Clerk of Bernalillo County, New Mexico, in Misc. Book _____ at page(s) _____. This Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended, and is claimed as assurance for the satisfactory completion of construction of the improvements by the construction completion deadline as required by the Agreement.

OWNER: Mesa del sol, LLC, a New Mexico limited liability company

ADDRESS OF OWNER: 801 University, NE, Suite 200
Albuquerque, New Mexico 87106

LEGAL DESCRIPTION: Tract 4-A-2 of MESA DEL SOL TRACTS 4-A-1, 4-A-2,
& 4-A-3

FORMER LEGAL DESCRIPTION:

A portion of Tract 4-A, Mesa del Sol, LLC, Plat of Mesa del Sol, LLC, Tracts 4-A, 4-B and 4-C, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 22, 2006, in Book 2006-C, Folio 197

AMOUNT: \$309,673.75 plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing this Claim and Notice of Lien.



Maggie Toulouse

Bern. Co. LIEN

R 11.09

2007033017

6621964

Page: 1 of 2

03/13/2007 02:14P

BK-R133 Pg-8943

PERIOD OF TIME COVERED: Expiration of construction completion deadline: January 2, 2009. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at any time the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the improvements will occur.

WITNESS my hand and seal this 13th day of January, 2007.

Millie Santillana
 City Clerk
 City of Albuquerque
 Bernalillo County, New Mexico

APPROVED:

Richard Dourte
 Richard Dourte, City Engineer

Date: 3-12-07

3-9-07

lrg
3/2/07

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

On this the 13th day of March, 2007, before me appeared Millie Santillana personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed on behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledged said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

Antonette J. Candibara
 Notary Public

My Commission Expires: 2/1/09

H:\forestcity\jam\buildings 2 and3 site plan\am\vegaldoc\municipal lien - Phase 2.doc1/23/2007 2:09 PM



Maggie Toulouse Bern. Co. LIEN R 11.00 200703017 6621984 Page: 2 of 2 03/13/2007 02:14P Bk-R133 Pg-8943

Jun 22 06 01:53p Jamie Inforzato 909-697-6705
Jun-22-2006 05:41 PM Mesa Del Sol / FCC 5052422978

MESA DEL SOL, LLC

RESOLUTION

WHEREAS, Mesa Del Sol, LLC (the "Company"), a limited liability company formed under the laws of New Mexico, is at the present time a single member LLC; and

WHEREAS, FC Covington Manager, LLC ("Manager"), a limited liability company formed under the laws of New Mexico, is at the present time the sole member of the Company.


BE IT RESOLVED, that the Manager be and hereby is authorized to act on behalf of the Company to execute and deliver all documents, instruments and agreement relating to the sale by the Company of approximately 53.293 acres of land to Pacifica Mesa Studios, LLC, aka Culver Studios for \$5,445,000, and to do all things necessary or desirable to complete said transaction; and

BE IT FURTHER RESOLVED, that FC Mesa, Inc., a New Mexico corporation, a member of the Manager, acting through Michael Daly, its Chief Operating Officer, and Harry Reikin, Director of Land Development, or either one of them acting alone, be and hereby is authorized to execute and deliver all documents, instruments and agreements necessary or desirable to complete said transaction.


FOREST CITY COVINGTON NM, LLC,
a New Mexico limited liability company

By: FC Covington Manager, LLC,
its Sole Member

By: Covington NM, LLC, a Nevada
limited liability company

By: 
Name: Harry Reikin
Title: Director of Land Development

By: FC Mesa, Inc.,
a New Mexico corporation, Member

By: 
Michael Daly
Chief Operating Officer

Current DMC Project No. N/A

HERBISTEUBELIST FOR SITE PLAN FOR BUILDING PERMIT

TO SUBMISSION APPROVEMENTS AGREEMENT DEVELOPMENT REVIEW BOARD (DRB) | REQUIRED INFRASTRUCTURE (U1)

CONTRACT # BUILDINGS 3 and 3 (10/24/2014)

Date Submitted: 10/25/14
 Date Site Plan for Bldg Permit App: 10/25/14
 Date Preliminary Plan Approved: N/A
 Date Preliminary Plan Expires: N/A
 DRB Project No: 1024872
 DRB Project No: DRB - CIV 91

Following is a summary of PUBLIC/PRIVATE infrastructure required to be constructed or financially guaranteed for the above development. The Utility is not necessary a complete dump. During the SA process and/or in the review of the application, if the DMC Chair determines that additional items, including utility items, have not been included in the Infrastructure Building, the DMC Chair may require those items to be included and/or revised to meet the requirements of the Infrastructure Building. If such additional items are required, the DMC Chair may require those items to be included and/or revised to meet the requirements of the Infrastructure Building. If such additional items are required, the DMC Chair may require those items to be included and/or revised to meet the requirements of the Infrastructure Building. If such additional items are required, the DMC Chair may require those items to be included and/or revised to meet the requirements of the Infrastructure Building.

SA Equipment #	COA DMC Project #	Size	Type of Improvement	Location	From	To	Phase	City Inspector	City Engineer
PUBLIC ROADWAY IMPROVEMENTS									
		PHASE 1 (BUDO 2) 24' F-50P	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (122 STREET IMPROVEMENT - 400' UP APPROX. 40' F TO 8' AT FULL BUILD OUT)	SOLAR MESA AVE NORTH SIDE OF ROW	EAST TERMINUS OF CITY PROJECT #77441	STREET X			
		24' F-50P	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (122 STREET IMPROVEMENT - 400' UP APPROX. 40' F TO 8' AT FULL BUILD OUT)	STREET X WEST SIDE OF THE ROW	SOLAR MESA AVE	NORTH PROPERTY LINE OF TRACT 424			
		PHASE 2 (BUDO 3) 24' F-50P	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (122 STREET IMPROVEMENT - 400' UP APPROX. 40' F TO 8' AT FULL BUILD OUT)	STREET X WEST SIDE OF THE ROW	NORTH PROPERTY LINE OF TRACT 214	INDUSTRIAL ROAD 1			
		24' F-50P	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (122 STREET IMPROVEMENT - 400' UP APPROX. 40' F TO 8' AT FULL BUILD OUT)	INDUSTRIAL ROAD 1	STREET X	WEST PROPERTY LINE OF TRACT 424			
PUBLIC SANITARY SEWER IMPROVEMENTS									
		PHASE 1 (BUDO 2) 17' DIA	SANITARY SEWER LINE AS RECD	SOLAR MESA AVE	EAST TERMINUS OF CITY PROJECT #77441	STREET X			
		8' DIA	SANITARY SEWER LINE AS RECD	STREET X	SOLAR MESA AVE	APPROX 100' UP NORTH OF EAST ENTRANCE OF TRACT 424			
PUBLIC WATERLINE IMPROVEMENTS									
		PHASE 1 (BUDO 2) 17' DIA	WATERLINE W/ REC. VALVES, FNS, AIRS & R/S, STUB OUTS TO BUILDING 2.5" x 2"	SOLAR MESA AVE	EAST TERMINUS OF CITY PROJECT #77441	STREET X			
		17' DIA	WATERLINE W/ REC. VALVES, FNS, AIRS & R/S, STUB OUTS TO BUILDING 3.5" x 2"	STREET X	SOLAR MESA AVE	NORTH PROPERTY LINE OF TRACT 424			



FINANCIAL GUARANTY AMOUNT

12/14/2006

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

Project Description:

Project ID #: 775484, Mesa del Sol-Buildings2 & 3, Ph. 2, Phase/Unit #: 1

Requested By: Jeffrey Mulbery, P.E. - Bohannon Huston, Inc.

Approved estimate amount:		\$194,042.00
Contingency Amount:	10.00%	\$19,404.20
Subtotal:		\$213,446.20
NMGRT	6.875%	\$14,674.43
Subtotal:		\$228,120.63
Engineering Fee	8.60%	\$15,055.96
Testing Fee	2.00%	\$4,562.41
Subtotal:		\$247,739.00
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$0.00
TOTAL FINANCIAL GUARANTY REQUIRED		\$309,673.75

APPROVAL:

DATE:

12/14/06

Notes:



**AMENDMENT TO AGREEMENT
CONSTRUCT SUBDIVISION IMPROVEMENTS**

4-16-08

City Project #7754.84

WHEREAS, the City and the Subdivider entered into an Agreement to Construct Public and/or Private Subdivision Improvements ("Original Agreement") on March 12, 2007, which was recorded on March 13, 2007, in the records of the Bernalillo County Clerk at Book A133, pages 8944 thru _____, wherein the Subdivider agreed to satisfactorily construct certain infrastructure improvements.

WHEREAS, the Subdivider has requested final plat approval of its plat identified as Plat of Tracts 4-A-1, 4-A-1, 4-A-3 and 4-A-4, Mesa del Sol; and

WHEREAS, the Subdivider is required to financially guarantee the construction of the public and/or private infrastructure; and

WHEREAS, the Subdivider is able to provide the required financial guaranty.

THEREFORE, the Subdivider and the City agree to amend the Original Agreement as follows:

1. Amending Section 5, FINANCIAL GUARANTY, second paragraph, to read as follows:

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

Type of Financial Guaranty: Subdivision Bond No. 82034337

Amount \$309,673.75

Name of Financial Institution or Surety providing Guaranty:

Federal Insurance Company

Date City first able to call guaranty: January 2, 2009

Construction Completion Deadline: January 2, 2009

If guaranty other than a Bond, last day City is able to

call on Guaranty is : _____, 2

Additional Information: This subdivision bond replaces the Claim and Notice of Lien filed March 13, 2007, in Book A133, Page 8943, as the guaranty for Mesa del Sol to complete the infrastructure

2. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this

Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

SUBDIVIDER:

By MESA DEL SOL, LLC, a New Mexico limited liability company

By: FC Covington Manager, LLC, a New Mexico limited liability company, Member

By: Forest City NM, LLC, a New Mexico limited liability company, Member

By: Forest City Commercial Group, Inc., an Ohio corporation,

By: [Signature]
Harry Relkin, Vice President

Dated: April 11, 2008

CITY OF ALBUQUERQUE:

[Signature]

City Engineer

Dated: 4-16-08

WJ 4/16/08

4-15-08

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 11th day of April, 2008, by Harry Relkin, Vice President of Forest City Commercial Group, Inc., an Ohio corporation, as Sole Member of Forest City NM, LLC, a New Mexico limited liability company, as Member of FC Covington Manger, LLC, a New Mexico limited liability company, as Member of Mesa del Sol, LLC, a New Mexico limited liability company.

[Signature]
Notary Public

My Commission Expires:
11-18-2009

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

This instrument was acknowledged before me on 15th day of April, 2008, by Richard Dante, City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
10-07-08

+FIGURE 16

CIRCLE ONE:
SUBDIVISION BOND FOR:
SIA, SW'S, SPCL.AGRMT.

BOND NO. (SURETYS NO.): 82034337
CONTACT PERSON'S NAME: Brian O'Leary

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL MEN BY THESE PRESENTS: That we Mesa del Sol, LLC ("SUBDIVIDER") a [state type of business entity, for instance, "New Mexico corporation," "general partnership", "joint venture", "individual", etc.:] New Mexico limited liability company as "Principal", and FEDERAL INSURANCE COMPANY NAME OF SURETY"), a corporation organized and existing under and by virtue of the laws of the State of IN, and authorized to do business in the State of New Mexico, as "Surety," whose address is 15 Mountain View Rd. Warren NJ 07061, and whose telephone number is 312-454-4242, are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of Three Hundred Nine Thousand Six Hundred Seventy-Three and 75/100 Dollars (WRITTEN AMOUNT) Dollars, \$309,673.75 (AMOUNT OF FIGURES), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner and/or is interest in or is developing land and premises known as Mesa del Sol, Buildings 2 and 3, Phase II, Tract 4-A-2, Mesa del Sol, City Project No. 775484 ("Name of Subdivision and City Project No; and

WHEREAS, said Subdivision is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Subdivision Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: [list the improvements, e.g., water, sewer, pavement, sidewalks:] public roadway improvements -public sanitary sewer improvements; public waterline improvements and public and private storm drain improvements ("IMPROVEMENTS")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between Mesa del Sol, LLC ("NAME OF SUBDIVIDER") and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, in Book Misc. A133, pages 8944 through _____, as amended by change orders or amendments to the Agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilitates and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended; January 2, 2009 ("the Construction Completion Deadline")], then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed this 9th day of April, 2008.

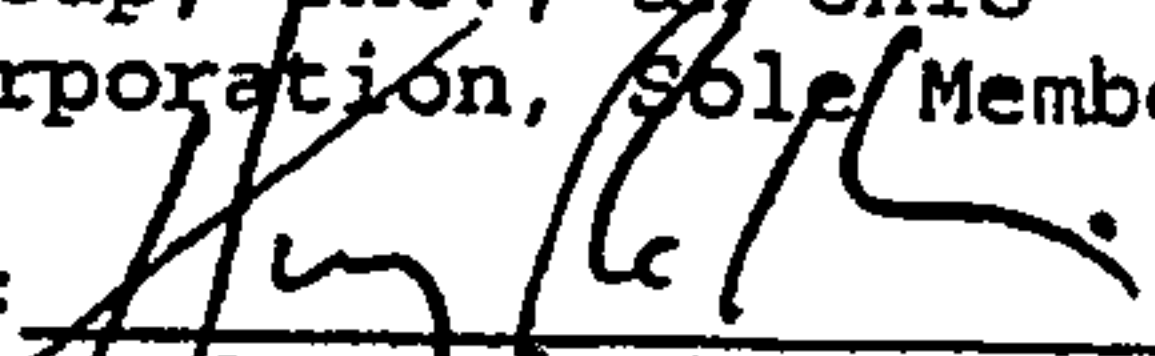
SUBDIVIDER:

MESA DEL SOL, LLC, a New Mexico limited liability company,

By: FC Covington Manager, LLC, a New Mexico limited liability company, Member


By: Forest City NM, LLC a New Mexico limited liability company, Member

By: Forest City Commercial Group, Inc., an Ohio corporation, Sole Member

By: 
Harry Relkin
Vice President

Date: April 11, 2008

SURETY: FEDERAL INSURANCE COMPANY

By [signature:] 
Name: Linda Iser
Title: Attorney-in-Fact
Dated: 4/9/08

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

Subscribed and sworn to before me this 11th day of April, 2008, by, Harry Relkin, Vice President of Forest City Commercial Group, Inc., a New Mexico corporation, as member of FC Covington Manager, LLC, a New Mexico limited liability company, as member of Forest City NM, LLC, a New Mexico limited liability company, as sole member Mesa del Sol, LLC, a New Mexico limited liability company.


Notary Public

My Commission Expires:

11-18-2009

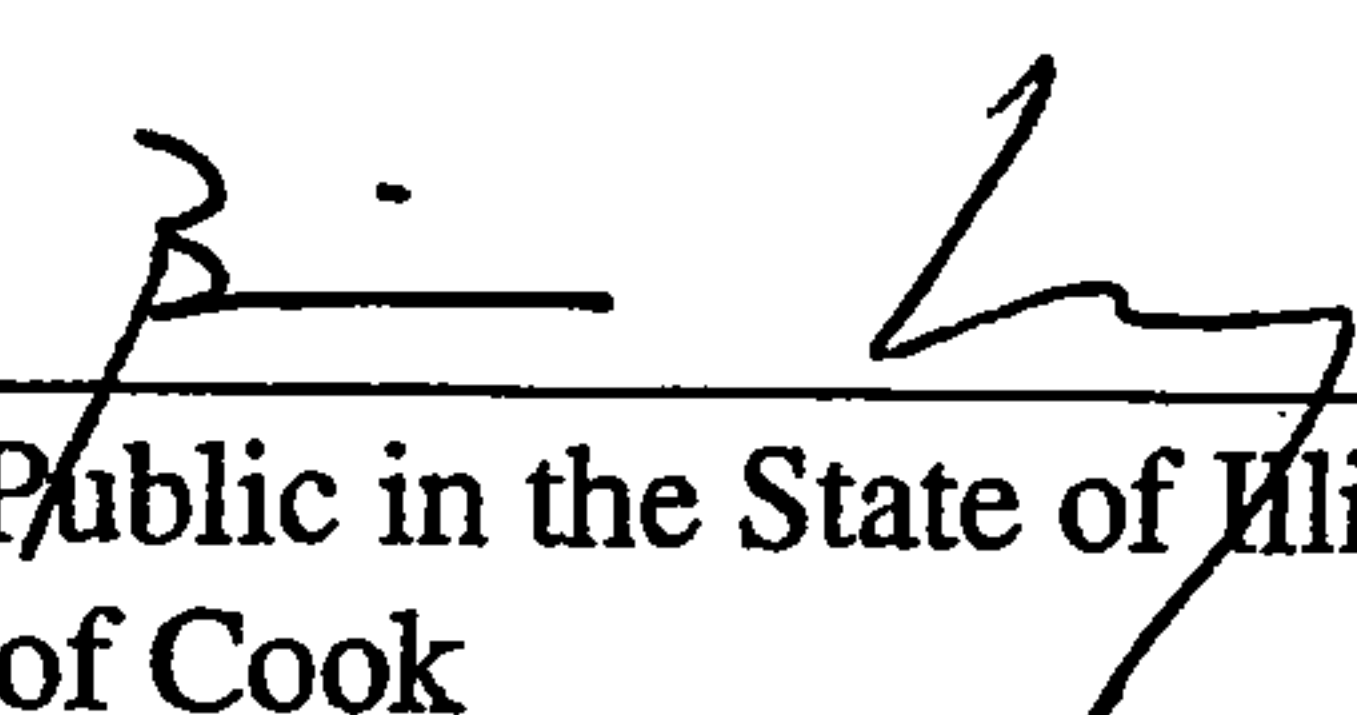
*NOTE: Power of Attorney for Surety must be attached.

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

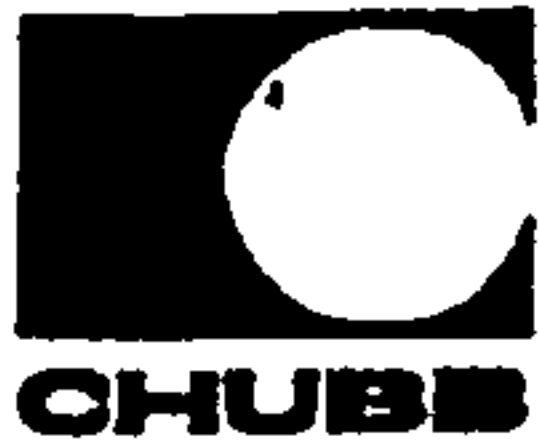
On this 9th day of April, 2008, before me, Brian O'Leary, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of and for Federal Insurance Company acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

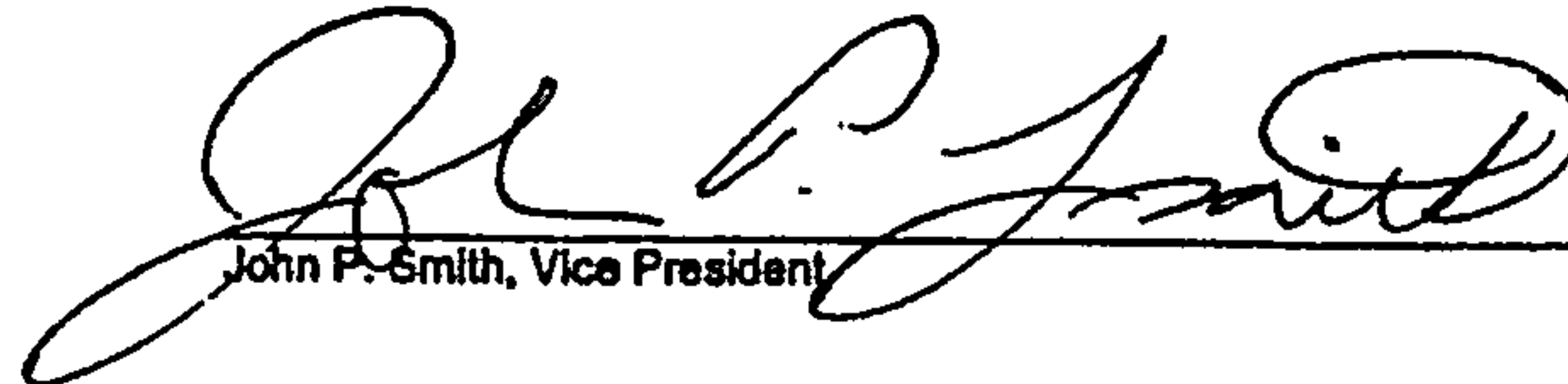
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint James A. Cuthbertson, Karen Daniel, Robert E. Duncan, Geoffrey E. Heekin, Linda Iser, Jennifer L. Jakaitis, Kathleen J. Mailes, Sandra Martinez, Susan J. Preiksa, Patricia Thurmond and Susan A. Welsh of Chicago, Illinois -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 12th day of September, 2005

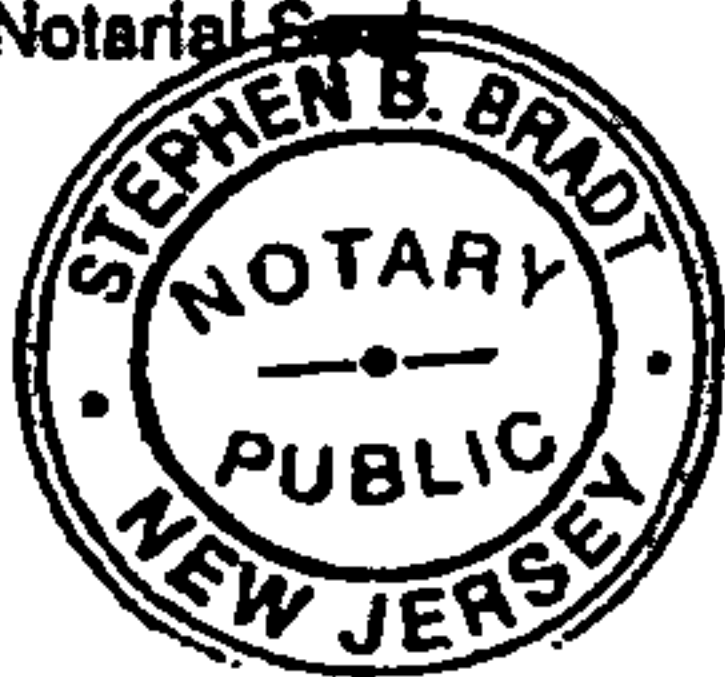

Kenneth C. Wendel, Assistant Secretary


John P. Smith, Vice President

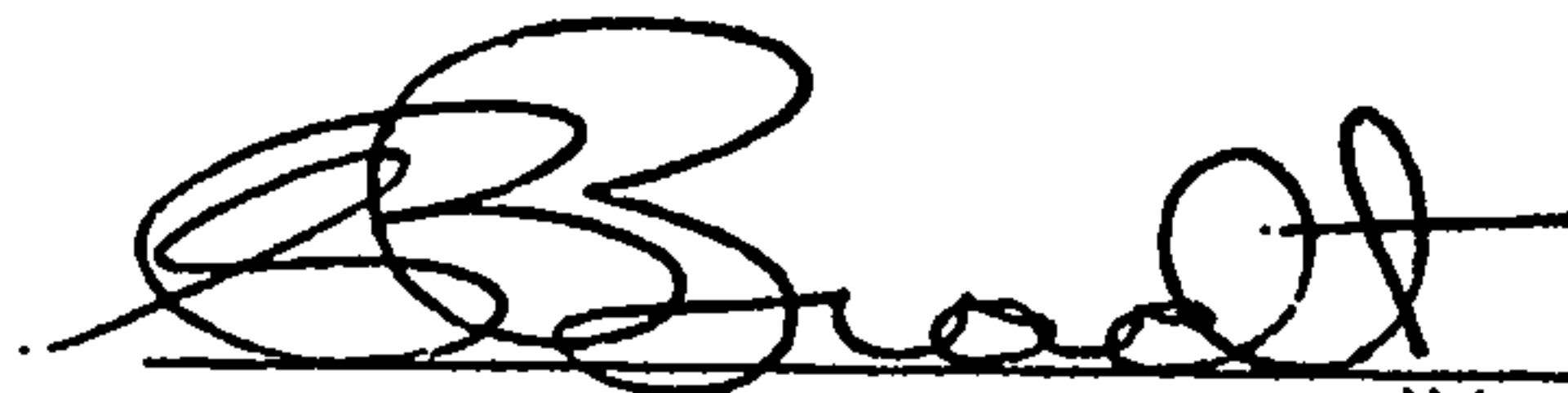
STATE OF NEW JERSEY
County of Somerset ss.

On this 12th day of September, 2005 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 9th day of April 2008.




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

ORIGINAL

Figure 12
INFRASTRUCTURE LIST
 FOR SITE PLAN FOR BUILDING PERMIT
 EXHIBIT "A"
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST
Buildings 2 and 3
(Mesa del Sol)

DRB Project No. 1004872
06 DRB-06 01491

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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
PUBLIC ROADWAY IMPROVEMENTS									
[]	[]	PHASE 1 (BLDG 2) 24' FC-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 1600 LF APPROX.; 40' F TO F AT FULL BUILD OUT)	SOLAR MESA AVE. (NORTH SIDE OF ROW).	EAST TERMINUS OF CITY PROJECT #775481	<u>WATSON DR.</u> STREET X	/	/	/
		24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 450 LF APPROX.; 40' F TO F AT FULL BUILD OUT)	<u>WATSON DR</u> STREET X (WEST SIDE OF THE ROW).	SOLAR MESA AVE.	NORTH PROPERTY LINE OF TRACT 4-3-A	/	/	/
[]	[]	PHASE 2 (BLDG 3) 24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 450 LF APPROX.; 40' F TO F AT FULL BUILD OUT)	<u>WATSON DR</u> STREET X (WEST SIDE OF THE ROW)	NORTH PROPERTY LINE OF TRACT 4-3-A	<u>OCHOA AVE</u> INDUSTRIAL ROAD 1	/	/	/
		24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 700 LF APPROX.; 28' F TO F AT FULL BUILD OUT)	<u>OCHOA AVE</u> INDUSTRIAL ROAD 1	<u>WATSON DR</u> STREET X	WEST PROPERTY LINE OF TRACT 4-4-A	/	/	/
PUBLIC SANITARY SEWER IMPROVEMENTS									
[]	[]	PHASE 1 (BLDG 2) 12" DIA	SANITARY SEWER LINE, AS REQ'D	SOLAR MESA AVE.	EAST TERMINUS OF CITY PROJECT #775481	<u>WATSON DR</u> STREET X	/	/	/
		8" DIA	SANITARY SEWER LINE, AS REQ'D	<u>WATSON DR</u> STREET X	SOLAR MESA AVE.	APPROX. 100 LF NORTH OF EAST ENTRANCE OF TRACT 4-3-A	/	/	/
PUBLIC WATERLINE IMPROVEMENTS									
[]	[]	PHASE 1 (BLDG 2) 12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S, STUB OUTS TO BUILDING 2 SITE	SOLAR MESA AVE.	EAST TERMINUS OF CITY PROJECT #775481	<u>WATSON DR</u> STREET X	/	/	/
		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S, STUB OUTS TO BUILDING 2 SITE	<u>WATSON DR</u> STREET X	SOLAR MESA AVE.	NORTH PROPERTY LINE OF TRACT 4-3-A	/	/	/

ORIGINAL

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location From	To	Private Inspector	City Inspector	City Cnst Engineer	
		PHASE 2 (BLDG 3) 12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S, STUB OUTS TO BUILDING 2 SITE	WATSON DR STREET X	NORTH PROPERTY LINE OF TRACT 4-3-A	INDUSTRIAL ROAD 4			
		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S, STUB OUTS TO BUILDING 2 SITE	WATSON DR STREET X	WEST PROPERTY LINE OF TRACT 4-4-A				

PUBLIC/PRIVATE STORM DRAIN IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)

		DRAINAGE IMPROVEMENTS (RETENTION POND FOR SITE, ROAD, AND OFFSITE OUTFALL - APPROX. 6 AC-FT) WITHIN TEMPORARY PUBLIC POND EASEMENT AND COVENANT (PRIVATELY OWNED AND MAINTAINED.)						
--	--	--	--	--	--	--	--	--

PRIVATE IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)



AGENT/OWNER DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

JEFFERY L. MULBERY PREPARED BY: PRINT NAME	10/18/2006 DATE	<i>Emalson</i> DRB CHAIR	10/25/06 DATE	<i>Christina Sandoval</i> PARKS & GENERAL SERVICES	10/25/06 DATE
BOHANNAN HUSTON INC. FIRM:		<i>[Signature]</i> TRANSPORTATION DEVELOPMENT	10-25-06 DATE	<i>[Signature]</i> AMAFCA	
<i>[Signature]</i> SIGNATURE		<i>Roger Green</i> UTILITY DEVELOPMENT	10/25/06 DATE	<i>Bradley L. Bingham</i> CITY ENGINEER	10/25/06 DATE

MAXIMUM TIME ALLOWED TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION					DATE
--	--	--	--	--	------



DESIGN REVIEW COMMITTEE REVISIONS

STREET NAME CHANGE ONLY

REVISION	DATE	DRG CHAIR	USER DEPARTMENT	AGENT/OWNER
1	6-18-07	<i>S Woodall</i>	<i>[Signature]</i>	<i>[Signature]</i>

Current DRC Project No.

N.A.

Date Submitted: October 10, 2006
 Date Site Plan for Bldg Permit App: 10/25/06
 Date Site Plan for Sub. Approved: N.A.
 Date Preliminary Plat Approved: N.A.
 Date Preliminary Plat Expires: N.A.

Handwritten marks: a large '9' and some scribbles.

ORIGINAL

Figure 12

INFRASTRUCTURE LIST

FOR SITE PLAN FOR BUILDING PERMIT

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

DRB Project No. 1004872
06 DRB-06 01491

**Buildings 2 and 3
 (Mesa del Sol)**

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 which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
PUBLIC ROADWAY IMPROVEMENTS									
PHASE 1 (BLDG 2)									
		24' FC-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 1600 LF APPROX.; 40' F TO F AT FULL BUILD OUT)	SOLAR MESA AVE. (NORTH SIDE OF ROW).	EAST TERMINUS OF CITY PROJECT #775481	STREET X	/	/	/
		24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 450 LF APPROX.; 40' F TO F AT FULL BUILD OUT)	STREET X (WEST SIDE OF THE ROW).	SOLAR MESA AVE.	NORTH PROPERTY LINE OF TRACT 4-3-A	/	/	/
PHASE 2 (BLDG 3)									
		24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 450 LF APPROX.; 40' F TO F AT FULL BUILD OUT)	STREET X (WEST SIDE OF THE ROW)	NORTH PROPERTY LINE OF TRACT 4-3-A	INDUSTRIAL ROAD 1	/	/	/
		24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 700 LF APPROX.; 28' F TO F AT FULL BUILD OUT)	INDUSTRIAL ROAD 1	STREET X	WEST PROPERTY LINE OF TRACT 4-4-A	/	/	/
PUBLIC SANTARY SEWER IMPROVEMENTS									
PHASE 1 (BLDG 2)									
		12" DIA	SANITARY SEWER LINE, AS REQ'D	SOLAR MESA AVE.	EAST TERMINUS OF CITY PROJECT #775481	STREET X	/	/	/
		8" DIA	SANITARY SEWER LINE, AS REQ'D	STREET X	SOLAR MESA AVE.	APPROX. 100 LF NORTH OF EAST ENTRANCE OF TRACT 4-3-A	/	/	/
PUBLIC WATERLINE IMPROVEMENTS									
PHASE 1 (BLDG 2)									
		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S, STUB OUTS TO BUILDING 2 SITE	SOLAR MESA AVE.	EAST TERMINUS OF CITY PROJECT #775481	STREET X	/	/	/
		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S, STUB OUTS TO BUILDING 2 SITE	STREET X	SOLAR MESA AVE.	NORTH PROPERTY LINE OF TRACT 4-3-A	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	To	Private Inspector	City Inspector	City Cnst Engineer	
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 5px;"></div>		PHASE 2 (BLDG 3) 12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S, STUB OUTS TO BUILDING 2 SITE	STREET X	NORTH PROPERTY LINE OF TRACT 4-3-A	INDUSTRIAL ROAD 1	/	/	
		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S, STUB OUTS TO BUILDING 2 SITE	INDUSTRIAL ROAD 1	STREET X	WEST PROPERTY LINE OF TRACT 4-4-A	/	/	
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 5px;"></div>		PUBLIC/PRIVATE STORM DRAIN IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)					/	/	/
		DRAINAGE IMPROVEMENTS (RETENTION POND FOR SITE, ROAD, AND OFFSITE OUTFALL - APPROX. 6 AC-FT) WITHIN TEMPORARY PUBLIC POND EASEMENT AND COVENANT (PRIVATELY OWNED AND MAINTAINED.)					/	/	/
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 5px;"></div>		PRIVATE IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)					/	/	/
		/	/	/	/	/			
		/	/	/	/	/			
		/	/	/	/	/			



AGENT/OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS				
JEFFERY L. MULBERY PREPARED BY: PRINT NAME	10/18/2006 DATE	 DRB CHAIR	10/25/06 DATE	 PARKS & GENERAL SERVICES	10/25/06 DATE
BOHANNAN HUSTON INC. FIRM:	 TRANSPORTATION DEVELOPMENT	10-25-06 DATE	 CITY ENGINEER	10/25/06 DATE	AMAFCA DATE
 SIGNATURE	 UTILITY DEVELOPMENT	10/25/06 DATE	 CITY ENGINEER	10/25/06 DATE	DATE
MAXIMUM TIME ALLOWED TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION					



DESIGN REVIEW COMMITTEE REVISIONS				
REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/OWNER

City of Albuquerque



DEVELOPMENT/ PLAN REVIEW APPLICATION

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE

- Storm Drainage Cost Allocation Plan

Supplemental form

S Z ZONING & PLANNING

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

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

APPLICANT INFORMATION:

NAME: Forest City Covington New Mexico PHONE: 400-3021
 ADDRESS: 801 University Blvd. SE FAX: 242-2978
 CITY: Albuquerque STATE NM ZIP 87106 E-MAIL: hreckin@fands.com
 Proprietary interest in site: owner List all owners: Forest City Covington N.H.
 AGENT (if any): Denish + Kline Assoc. PHONE: 842-6461
 ADDRESS: P.O. Box 2001 FAX: 842-6971
 CITY: Albuquerque STATE NM ZIP 87103 E-MAIL: LSK@denishkline.com

DESCRIPTION OF REQUEST: Site plan for building permits for 2 office and 1 warehouse buildings 93,642 sq.ft. each on 11.9252 acres.
 Is the applicant seeking incentives pursuant to the Family Housing Development Program? Yes. No.

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

Lot or Tract No. See Attached. Block: _____ Unit: _____
 Subdiv. / Adn. MESA DEL SOL SU-1 for IP
 Current Zoning: Planned Community (PC) Proposed zoning: N/A
 Zone Atlas page(s): R-16 No. of existing lots: _____ No. of proposed lots: N/A
 Total area of site (acres): 11.9252ac Density if applicable: dwellings per gross acre: _____ dwellings per net acre: _____
 Within city limits? Yes. No , but site is within 5 miles of the city limits.) Within 1000FT of a landfill? NO
 UPC No. SEE ATTACHED-101605228121040150 MRGCD Map No. SE
 LOCATION OF PROPERTY BY STREETS: On or Near: 2 blocks east of University Blvd. extension
 Between: Street C SE and Street D SE

CASE HISTORY: Antela Almer Epc case Planes
 List any current or prior case number that may be relevant to your application (Proj., App, DRB, AX, Z, V, S, etc.): 1004260, 1004097, 1004872

Check-off if project was previously reviewed by Sketch Plat/Plan?, or Pre-application Review Team?. Date of review: _____
 SIGNATURE Reisz DATE 10/10/06
 (Print) Jennifer Jill Reisz Applicant Agent

FOR OFFICIAL USE ONLY

Form revised 4/04

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

Application case numbers
06DRB 01491

Action	S.F.	Fees
<u>SEP</u>	<u>PL(3)</u>	<u>\$0.00</u>
<u>CMF</u>		<u>\$20.00</u>
		\$
		\$
		\$
		\$
		Total
		<u>\$20.00</u>

Hearing date 10/18/06

Sandy Handley 10/10/06

Project # 1004872

FORM P(3): SITE PLAN REVIEW - D.R.B. MEETING (UNADVERTISED)

SKETCH PLAN REVIEW AND COMMENT

- Scaled site sketch and related drawings showing proposed land use including structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etc. (folded to fit into an 8.5" by 14" pocket) 6 copies.
 - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - Letter briefly describing, explaining, and justifying the request
 - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

SITE DEVELOPMENT PLAN FOR SUBDIVISION

- Scaled site plan and related drawings (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
 - Letter of authorization from the property owner if application is submitted by an agent
 - Copy of the document delegating approval authority to the DRB
 - Completed Site Plan for Subdivision Checklist
 - Infrastructure List, if relevant to the site plan
 - Fee (see schedule)
 - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original Mylar to the meeting for sign-off. Your attendance is required.**

SITE DEVELOPMENT PLAN FOR BUILDING PERMIT

- Site plan and related drawings (folded to fit into an 8.5" by 14" pocket) 6 copies.
 - Site Plan for Subdivision, if applicable, previously approved or simultaneously submitted. 6 copies.
 - Solid Waste Management Department signature on Site Plan
 - 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
 - Letter of authorization from the property owner if application is submitted by an agent
 - Copy of the document delegating approval authority to the DRB
 - Infrastructure List, if relevant to the site plan
 - Completed Site Plan for Building Permit Checklist
 - Copy of Site Plan with Fire Marshal's stamp
 - Fee (see schedule)
 - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original Mylar to the meeting for sign-off. Your attendance is required.**

AMENDED SITE DEVELOPMENT PLAN FOR SUBDIVISION

AMENDED SITE DEVELOPMENT PLAN FOR BUILDING PERMIT

- Proposed amended Site Plan (folded to fit into an 8.5" by 14" pocket) 6 copies.
 - DRB signed Site Plan being amended (folded to fit into an 8.5" by 14" pocket) Copies as needed above
 - 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
 - Letter of authorization from the property owner if application is submitted by an agent
 - Infrastructure List, if relevant to the site plan
 - Completed Site Plan for Building Permit Checklist (not required for amendment of SDP for Subdivision)
 - Fee (see schedule)
 - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original Mylar to the meeting for sign-off. Your attendance is required.**

D.R.B. FINAL SIGN-OFF FOR E.P.C. APPROVED S.D.P. for SUBDIVISION

D.R.B. FINAL SIGN-OFF FOR E.P.C. APPROVED S.D.P. for BUILDING PERMIT

- Site plan and related drawings (folded to fit into an 8.5" by 14" pocket) 6 copies.
 - Approved Grading and Drainage Plan (folded to fit into an 8.5" by 14" pocket) 6 copies.
 - Solid Waste Management Department signature on Site Plan (not required for SDP for Subdivision)
 - Zone Atlas map with the entire property(ies) precisely and clearly outlined and crosshatched (to be photocopied)
 - Letter carefully explaining how each EPC condition has been met and a copy of the EPC Notification of Decision
 - Infrastructure List, if relevant to the site plan
 - Copy of Site Plan with Fire Marshal's stamp (not required for SDP for Subdivision)
 - Any original and/or related file numbers are listed on the cover application
- Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original Mylar to the meeting for sign-off. 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.

Jennifer Jill Reisz for Forest City Construction NM
 Applicant name (print)
JReisz 10/10/06
 Applicant signature / date

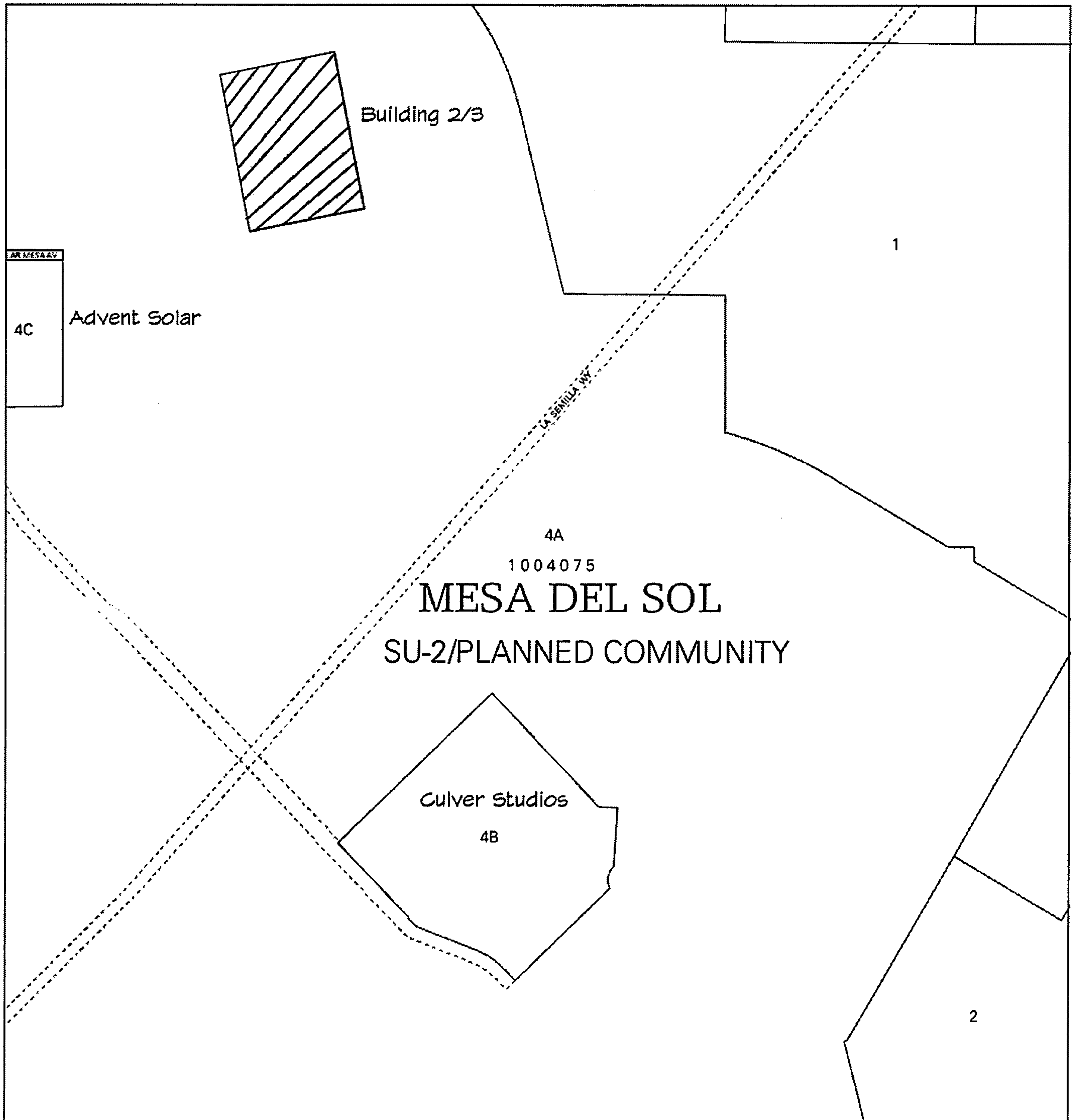


Form revised JUNE 2005

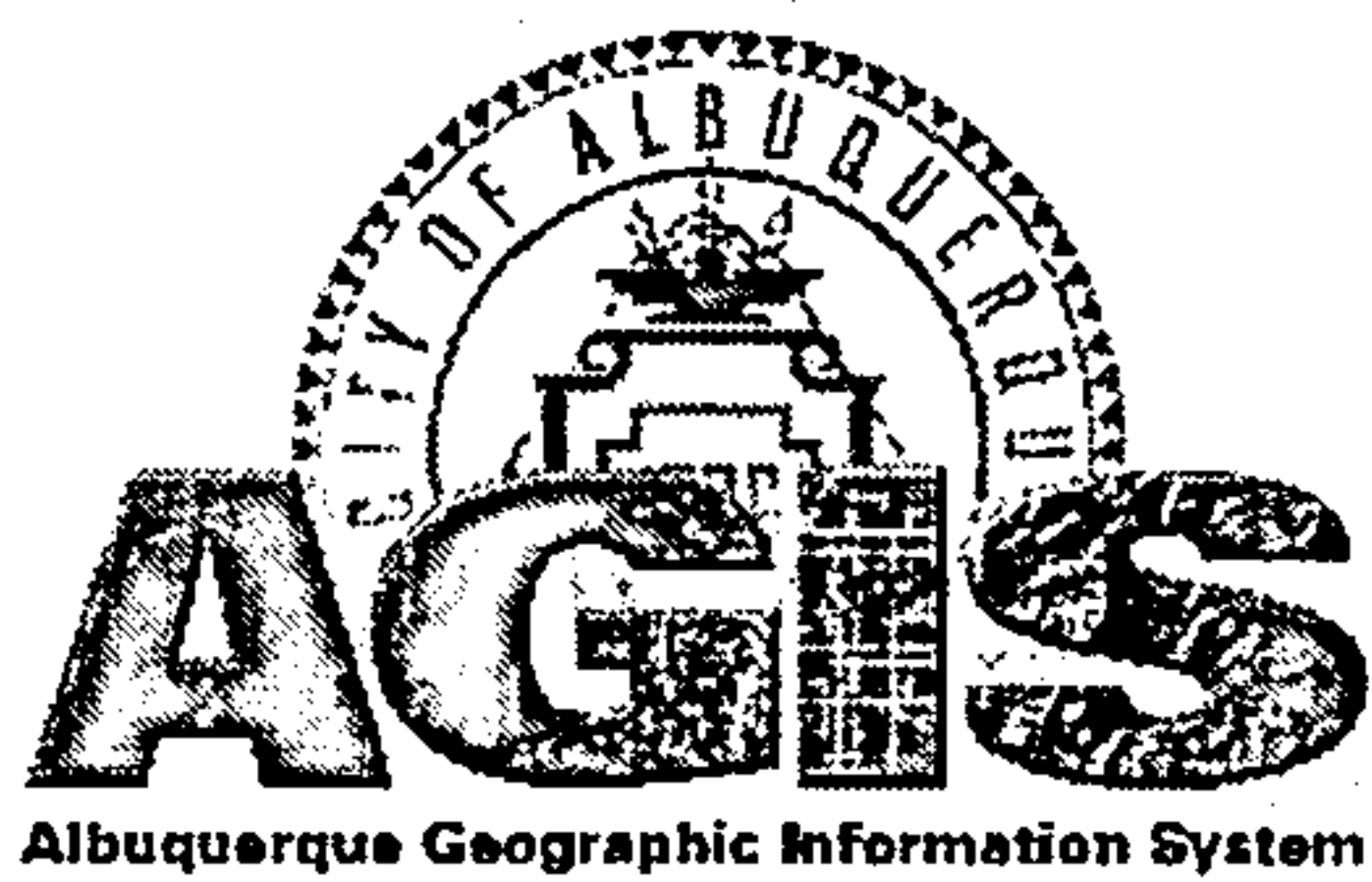
- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers
06DRB -01491

Sandy Daudley 10/10/06
 Planner signature / date
Project # 1004872

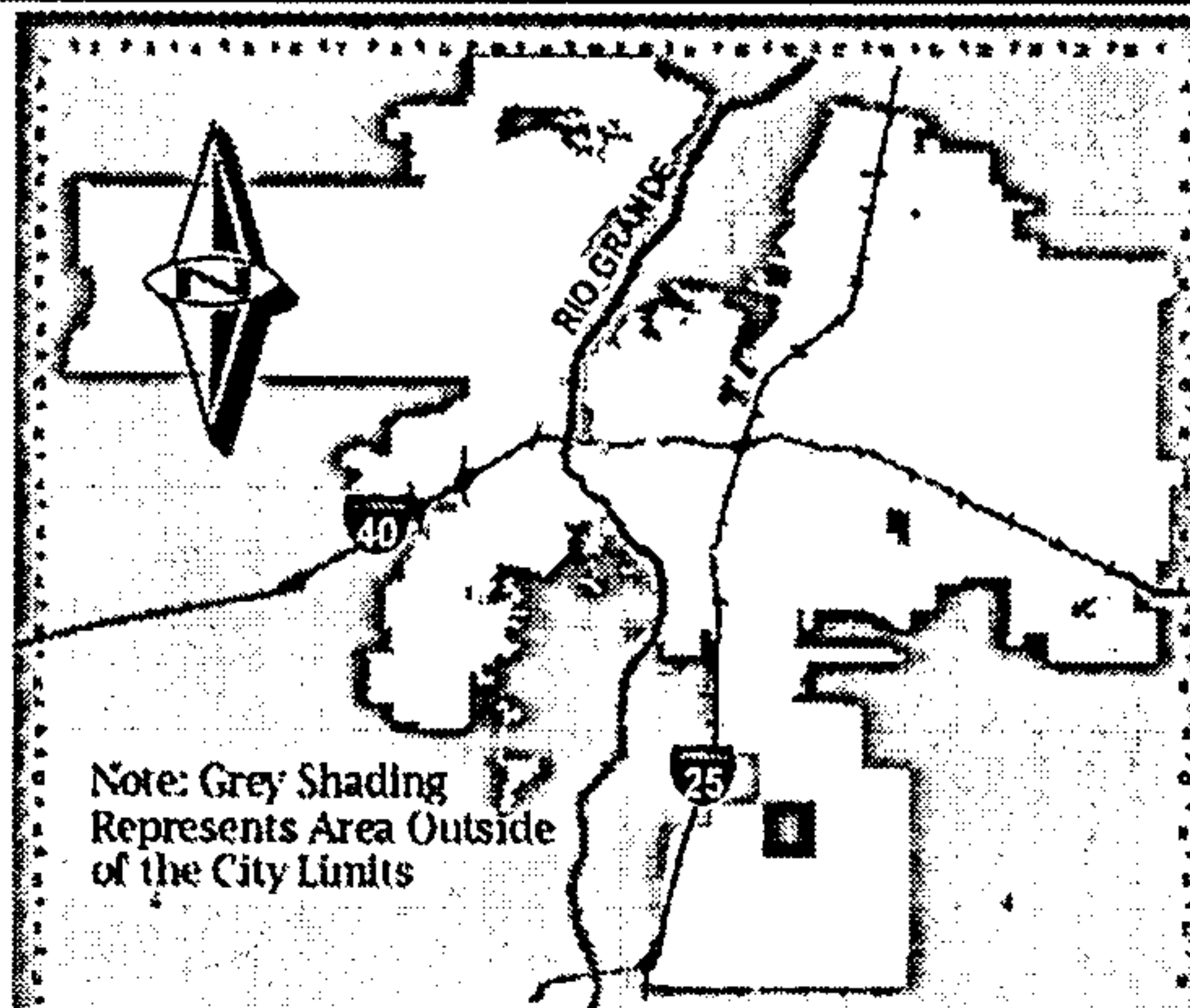


For more current information and more details visit: <http://www.cabq.gov/gis>



Albuquerque Geographic Information System

Map amended through: 9/5/2006



Zone Atlas Page:

R-16-Z

Selected Symbols

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



October 10, 2006

Ms. Sheran Matson
City of Albuquerque
Plaza del Sol
600 2nd St. NW
Albuquerque, NM 87103

Re: Project Number 1004872: 06EPC-00621; Buildings 2 & 3 in the Employment Center

Dear Ms. Matson,

This letter details the responses to the Notice of Decision from the Environmental Planning Commission (EPC) for project number 1004872, 06EPC-00621, EPC Site Development Plan – Building Permit. The development plan is for two office/industrial buildings in the Mesa del Sol Employment Center.

Since the EPC Notice of Decision, there has also been an Administrative Amendment processed that shifts the site two blocks to the east. The site configuration is essentially the same as the EPC-approved plan. The buildings have the same size and configuration. With the exception of revisions to address EPC conditions, the building elevations, landscaping and parking are virtually identical to the prior site plan. The major change to the original site plan is that now the main façade is on the east side, as opposed to the western elevation in the prior version. Conditions in the EPC Notice of Decision that addressed the conditions along University Boulevard now apply to the generically termed “Street X” on the east side of the site.

The numbers referenced below follow the conditions as enumerated in the Notice of Decision dated June 16, 2006. The corresponding changes to the sheets are noted in a triangle on the drawings with the Condition number specified inside the triangle.

1. **CONDITION:** The EPC delegates final sign-off authority of this site development plan to the Development Review Board (DRB). The DRB is responsible for ensuring that all EPC Conditions have been satisfied and that other applicable City requirements have been met. A letter shall accompany the submittal, specifying all modifications that have been made to the site plan since the EPC hearing, including how the site plan has been modified to meet each of the EPC conditions. Unauthorized changes to this site plan, including before or after DRB final sign-off, may result in forfeiture of approvals.

RESPONSE: This letter shall accompany the modifications to the Site Development Plan for DRB final sign-off specifying how each EPC condition was met.

2. **CONDITION:** Prior to DRB sign off, the applicant must meet with the staff planner to ensure that conditions of approval are thoroughly addressed.

RESPONSE: Applicant will meet with staff planner prior to submittal of revised plans to ensure that all conditions have been met.

3. **CONDITION:** The boundaries of the subject site, shall be platted as part of the Development Review Board process.

RESPONSE: A plat of the property will be submitted as part of the DRB process.

4. **CONDITION:** The applicant shall join the private architecture review committee (ARC) and provide input regarding future submittals in the Phase I Employment Center.

RESPONSE: The applicant is a member of the ARC and intends to provide input on submittals.

5. CONDITION: Site Planning:

- a. At least one functional tenant entrance that fronts the University Boulevard Extension shall be included for each building to comply with the Site Planning Standard # 2 and Site Planning Standard # 16.

RESPONSE: Sheet 2 shows a prominent entrance at the southeast and northeast corners of Buildings 2 and 3, respectively.

- b. If and when the gravel areas are used as storage areas, they shall be screened with a wall or fence to comply with Site Planning Standard # 6.

RESPONSE: Corresponding note was added to Sheet 2 of 8.

6. CONDITION: Access and Parking

- a. Show access and circulation to other neighboring properties\

RESPONSE: Sheet 4 shows access and circulation to neighboring properties. Since the building has moved, the access and circulation to neighboring properties will be planned for future connections.

- b. Preferential carpool/vanpool parking shall be provided near the building's main entrance and shall be indicated on the site plan (Parking Standard # 10).

RESPONSE: Preferential carpool and vanpool parking is shown on Sheet 2 of 8.

- c. Curbs shall be designed so that runoff from paved areas will irrigate landscape areas and reduce surface run-off to comply with the Parking Intent # 5 and Parking Standard # 8.

RESPONSE: Note Q on Sheet 2 of 8 references water harvesting. Proposed curb cuts are also shown on Sheet 4 of 8, the Conceptual Grading and Drainage Plan.

7. CONDITION: Pedestrian Circulation:

- a. A pedestrian connection shall be provided from the southwest corner of the subject site to the Advent building's open space at its northwestern corner to comply with Site Planning Standard # 1.

RESPONSE: Since the building has moved to the new site two blocks east of Advent, compliance with this condition is not practical. However, the site plan is designed to ensure future connections to the site south of Street D.

- b. The site plan shall designate all pedestrian walkways to be clearly distinguishable from driveway paving by pattern and/or color. Painted striping on asphalt is prohibited.

RESPONSE: Pedestrian walkways are detailed on Sheet 2.

- c. The crosswalks from the parking lot to the main entrance of Buildings 2 and 3 shall comply with B above.

RESPONSE: Crosswalks are detailed on Sheet 2.

- d. Sidewalks and ADA ramps shall be provided to allow pedestrians to cross the drive aisle of the site to the north and Street D at the University Blvd. Extension.

RESPONSE: Sidewalks and ADA ramps are shown on Sheet 2. Rather than crossing University Blvd, the sidewalk will cross Street X on the east side of the site.

8. CONDITION: Bicycle Amenities

- a. Bicycle storage shall be provided for 10% of the bicycle parking storage to comply with Bicycle Standard # 2.

RESPONSE: Tenants shall be required to provide bicycle storage within the building. This requirement will be specified in the lease agreement.

- b. A shower facility shall be available to comply with Bicycle Standard # 3.

RESPONSE: The lease agreement will require that the building provide shower facilities to address this condition.

9. CONDITION: Lighting

- a. A note on the site plan shall indicate compliance with Lighting Standard # 3 and Lighting Standard # 5 regarding review by PNM and turning off lighting one hour after the close of business.

RESPONSE: Note R on Sheet 2 of 8 specifies that lighting shall comply with the Employment Center Design Standards #3 and #5

- b. The phrase "color and font to be selected by tenant" shall be replaced by a note stating that this portion of the sign is meant for a corporate logo.

RESPONSE: Sheet 7 of 8 has language regarding the portion of the sign meant for a corporate logo.

- c. Pedestrian level lighting shall be added along the long stretch of sidewalk on the University Blvd. Extension to create a safer pedestrian environment and promote activity on this major road to further the intent of Lighting Standard # 4.

RESPONSE: With the relocation of the site away from University Boulevard, the level of pedestrian activity anticipated along Street X will be lower than along University Boulevard. Lighting at the entrances along Street X will provide strong visual cues to pedestrians and there will be lighting at the northeast and southeast corners of the site.

10. CONDITION: Signage: The size of the signs at the University Blvd. Extension side entrance shall be specified.

RESPONSE: The size of the monument signs at the entrance along Street X is specified on Sheet 7 of 8.

11. CONDITION: Landscaping

- a. The street trees used along the University Blvd. Extension shall be Chitalpa.

RESPONSE: Chitalpa trees are specified for Street X on the east side of the site.

- b. The landscaping plan shall specify if the future phase will be seeded and what will be used.

RESPONSE: The future phase shall be reseeded with a native mix if this area is disturbed during construction and grading of the first phase.

12. **CONDITION:** To comply with Landscape Standard # 6, (approved plant palette), the following replacements shall be made:

- a. Grosso Lavender shall be replaced with a comparable plant from the approved plant palette.

RESPONSE: Lavender will remain in planting palette. Perennials were not listed in the Standards.

- b. Texas Ranger shall be replaced with a comparable plant from the approved plant palette.

RESPONSE: Blue Mist Spirea replaced Texas Ranger.

13. **CONDITION:** Architecture and Design

- a. An architectural feature such as (faux) coping, a stamp in the concrete or a texture along the parapet shall be incorporated to comply with Project Identity Intent # 2.

RESPONSE: Building elevations shown on Sheet 5 of 8 show added detail along the parapet.

- b. An architectural feature, such as texturing and/or variation in material, shall be added to the buildings' western side to create visual interest and comply with Project Identity Standard # 2, and to increase variety and comply with Architectural Standard #4.

RESPONSE: Since the most prominent elevation of the buildings are now on the east side, the eastern elevations have been modified as shown on Sheet 5 of 8.

- c. The color of the refuse enclosure stucco shall be specified and shall match the buildings.

RESPONSE: The color of the refuse enclosure is specified on Sheet 2 of 8.

14. **CONDITION:** Outdoor Space

- a. Public outdoor space shall be provided in accordance with Zoning Code 14-16-3-18 (B) (4) to complement the outdoor space at the subject's site's corners.

RESPONSE: Outdoor space is shown on Sheet 2 of 8.

- b. A shade structure shall be provided in the outdoor seating area.

RESPONSE: A shade structure is shown on Sheet 2 of 8.

- c. Seating shall be included in the outdoor space.

RESPONSE: Seating is shown in the outdoor space on Sheet 2 of 8.

15. **CONDITION:** The applicant shall correct errors in the Utility Plan prior to DRB approval.

RESPONSE: Errors have been addressed. The current Utility Plan reflects proper conditions.

16. CONDITION: City Engineer, Municipal Development, WUA, and NMDOT

- a. All the requirements of previous actions taken by the EPC and/or the DRB must be completed and/or provided for.

RESPONSE: All previous actions taken by the EPC and/or the DRB will be provided for.

- b. The developer is responsible for permanent improvements to the transportation facilities adjacent to the proposed site development plan for subdivision. Those improvements will include any additional right-of-way requirements, paving, curb and gutter, sidewalk and ADA accessible ramps that have not already been provided for. All public infrastructure constructed within public right-of-way or public easements shall be to City Standards except as modified by the Level A Plan. Those Standards will include but are not limited to sidewalks (std.dwg. 2430), driveways (std.dwg. 2425), private entrances (std. dwg. 2426) and wheel chair ramps (std. dwg. 2441).

RESPONSE: All public infrastructure will be constructed to City Standards except for curb radii at driveway entrances and street intersections that are subject to the Level A Plan criteria. Per discussions with the engineering staff, the applicant will tie the infrastructure list to the site development plan.

- c. The master developer, Forest City Covington NM, LLC, shall be responsible for completion of the permanent and/or temporary transportation system improvements that are agreed upon in the Level B development agreement, notwithstanding that these improvements have not been identified or required as a condition of approval of this development and notwithstanding that this development may be owned by a third party, pursuant to the letter from Myers, Oliver & Price, P.C., regarding this case.

RESPONSE: Forest City Covington NM, LLC will be responsible for completion of system improvements that are agreed upon in the Level B development agreement.

- d. Provide throat length of 50' minimum for site drives on University Blvd.

RESPONSE: This same condition has been applied to Street X. Throat lengths a minimum of 50' are provided for at the driveway entrance between Buildings 2 and 3.

- e. Drive widths and turning radii shall be established by the Traffic Engineer taking into consideration: (i) the truck circulation plan and turning template information and/or the (ii) Level A Plan principles and standards.

RESPONSE: BHI has analyzed truck turning movements and will provide results to Wilfred Gallegos.

- f. Site plan shall comply and be designed per DPM Standards except as modified by the Level A Plan.

RESPONSE: All public infrastructure constructed within public right-of-way or public easements shall be to City Standards except as modified by the Level A Plan. Those Standards will include but are not limited to sidewalks (std.dwg. 2430), driveways (std.dwg. 2425), private entrances (std. dwg. 2426) and wheel chair ramps (std. dwg. 2441).

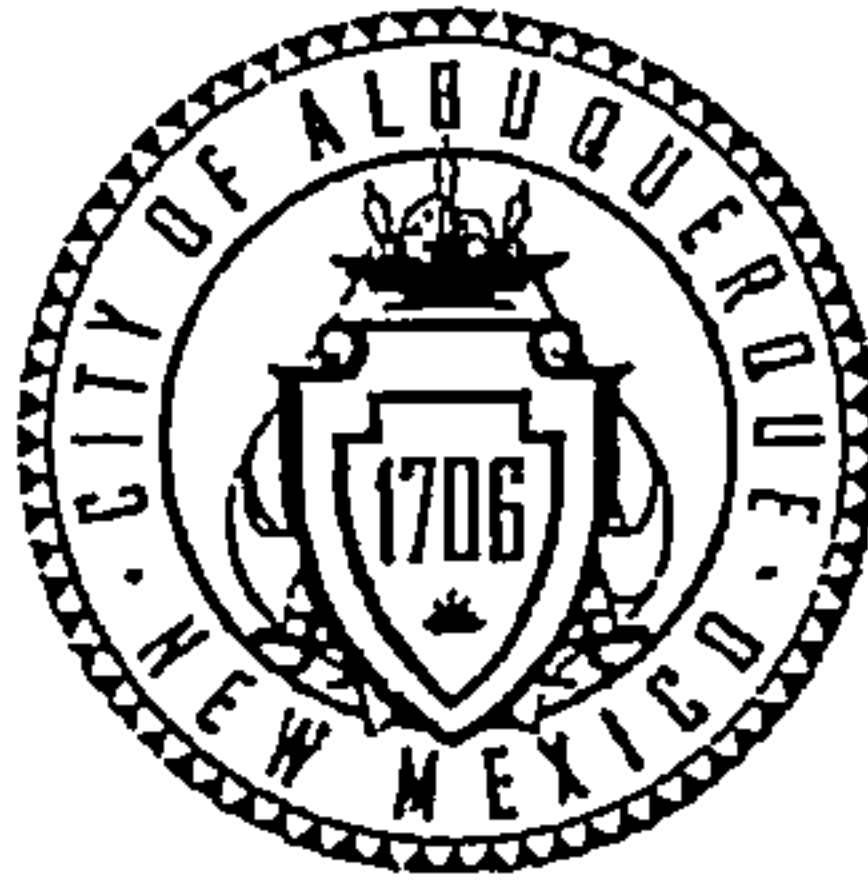
This concludes the responses to the conditions. We look forward to answering any additional questions at the DRB hearing.

Very truly yours,

Dekker/Perich/Sabatini Ltd.



Will Gleason, AICP



City of Albuquerque
Planning Department
Development Review Division
P.O. Box 1293
Albuquerque, New Mexico 87103

Date: June 16, 2006

OFFICIAL NOTIFICATION OF DECISION

FILE: Project # 1004872*
06EPC-00621 EPC Site Development Plan-
Building Permit

Forest City Covington New Mexico
801 University SE
Albuq. NM 87106

Buildings 2 & 3

LEGAL DESCRIPTION: for Tracts within the NW ¼ of the NW ¼ of Section 22, T9N, R3E, NMPM, Mesa Del Sol Employment Center Phase 1, zoned SU-1/IP Uses, located on the UNIVERSITY BLVD. EXTENSION, between STREET D and UNIVERSITY BLVD., containing approximately 12 acres. (R-16)
Catalina Lehner, Staff Planner

On June 15, 2006 the Environmental Planning Commission voted to approve Project 1004872/ 06EPC 00621, a request for a Site Development Plan for Building Permit for unplatted land known as tracts within the NW ¼ of the NW ¼ of Section 22, T9N, R3E, NMPM, approximately 11.9 acres, zoned SU-1 for IP, based on the following Findings and subject to the following Conditions:

FINDINGS:

1. This request is for a site development plan for building permit for two approximately 95,000 square foot warehouse/office buildings to be located on an approximately 11.9 acre site in Phase 1 of the Mesa del Sol Employment Center, just north of the Advent building (Project #1004097).
2. The Level A Mesa del Sol Master Plan and the Level C Employment Center Phase I Plan govern the subject site. This request for a site development plan for building permit is being considered prior to approval of an updated Level B plan for Mesa del Sol.
3. The request *further*s the intent of Comprehensive Plan Reserve Area Policies II.B.2.a and II.B.2.c. The new growth will be accommodated in a self-sufficient, planned community that will develop in accordance with approved plans.
4. The request *partially further*s the Comprehensive Plan's Water Management goal. Though cisterns are included near the buildings, storm water that runs to the drainage pond is not used.

5. The request *further*s the Comprehensive Plan's Transportation & Transit goal because this employment site is located in a transportation corridor and placed efficiently in relation to other uses.
6. The request further's the Comprehensive Plan's Economic Development goal. It will contribute to diversified, balanced economic development. Policies II.D.6a and II.D.6f are furthered because there will be new employment opportunities and the local government has granted the necessary approvals.
7. The intent of the Planned Communities Criteria (PCC) with respect to employment centers is furthered. The Employment Center will be a mixed-use area predominantly devoted to employment that contains manufacturing and research uses.
8. With respect to the Mesa del Sol Level A Master Plan (2006), the request further's the following community building principles:
 - A. Economic Development, because it will stimulate economic development and provide high-quality jobs.
 - B. District and Neighborhood Structure, because it will contribute to an identifiable place well-served by the transportation network.
 - C. Diversity and Balance, because it will provide the basis for a jobs/housing balance.
9. With respect to the Mesa del Sol Level A Master Plan (2006), the request partially further's the following community building principles:
 - A. Ecological Sustainability, Conservation and Restoration, because it contains some measures that will contribute to sustainability but could incorporate more such measures.
 - B. Human Scale, because the buildings are not separated from the main road by parking but they could provide additional visually interesting features especially at the pedestrian level.
10. Though overall the request further's the intent of the Mesa del Sol Employment Center Phase I plan, it does not comply with specific design standards concerning site planning, parking, bicycles landscaping, lighting, project identity and architecture. Changes are needed to bring the request into compliance.
11. Since the sides of the buildings front the University Boulevard Extension, the buildings do not contribute as much as they could toward establishing character for the employment center and promoting non-vehicle transportation modes.
12. There is no known neighborhood or other opposition.

CONDITIONS:

1. The EPC delegates final sign-off authority of this site development plan to the Development Review Board (DRB). The DRB is responsible for ensuring that all EPC Conditions have been satisfied and that other applicable City requirements have been met. A letter shall accompany the submittal, specifying all modifications that have been made to the site plan since the EPC hearing, including how the site plan has been modified to meet each of the EPC conditions. Unauthorized changes to this site plan, including before or after DRB final sign-off, may result in forfeiture of approvals.
2. Prior to DRB sign off, the applicant must meet with the staff planner to ensure that conditions of approval are thoroughly addressed.
3. The boundaries of the subject site, shall be platted to as part of the Development Review Board process.
4. The applicant shall join the private architecture review committee (ARC) and provide input regarding future submittals in the Phase I Employment Center.
5. Site Planning:
 - A. At least one functional tenant entrance that fronts the University Boulevard Extension shall be included for each building to comply with Site Planning Standard #2 and Site Planning Standard #16.
 - B. If and when the gravel areas are used as storage areas, they shall be screened with a wall or fence to comply with Site Planning Standard #6.
6. Access & Parking:
 - A. Show access and circulation to other neighboring properties.
 - B. Preferential carpool/vanpool parking shall be provided near the building's main entrance and shall be indicated on the site plan (Parking Standard #10).
 - C. Curbs shall be designed so that runoff from paved areas will irrigate landscape areas and reduce surface run-off to comply with Parking Intent #5 and Parking Standard #8.
7. Pedestrian Circulation:
 - A. A pedestrian connection shall be provided from the southwest corner of the subject site to the Advent building's open space at its northwestern corner to comply with Site Planning Standard #1.
 - B. The site plan shall designate all pedestrian walkways to be clearly distinguishable from driveway paving by pattern and/or color. Painted striping on asphalt is prohibited.
 - C. The crosswalks from the parking lot to the main entrances of Buildings 2 and 3 shall comply with B above.

- D. Sidewalks and ADA ramps shall be provided to allow pedestrians to cross the drive aisle of the site to the north and Street D at the University Blvd. Extension.
8. Bicycle Amenities:
- A. Bicycle storage shall be provided for 10% of the bicycle parking spaces to comply with Bicycle Standard #2.
 - B. A shower facility shall be available to comply with Bicycle Standard #3.
9. Lighting:
- A. A note on the site plan shall indicate compliance with Lighting Standard #3 and Lighting Standard #5 regarding review by PNM and turning off lighting one hour after the close of business.
 - B. The phrase "color and font to be selected by tenant" shall be replaced by a note stating that this portion of the sign is meant for a corporate logo.
 - C. Pedestrian level lighting shall be added along the long stretch of sidewalk on the University Blvd. Extension to create a safer pedestrian environment and promote activity on this major road to further the intent of Lighting Standard #4.
10. Signage: The size of the signs at the University Boulevard Extension side entrance shall be specified.
11. Landscaping:
- A. The street trees used along the University Boulevard Extension shall be Chitalpa.
 - B. The landscaping plan shall specify if the future phase will be seeded and what will be used.
12. To comply with Landscape Standard #6 (approved plant palette), the following replacements shall be made:
- A. Grosso Lavender shall be replaced with a comparable plant from the approved plant palette.
 - B. Texas Ranger shall be replaced with a comparable plant from the approved plant palette.
13. Architecture & Design:
- A. An architectural feature such as (faux) coping, a stamp in the concrete or a texture along the parapet shall be incorporated to comply with Project Identity Intent #2.
 - B. An architectural feature, such as texturing and/or variation in material, shall be added to the buildings' western side to create visual interest and comply with Project Identity Standard #2, and to increase variety and comply with Architecture Standard #4.
 - C. The color of the refuse enclosure stucco shall be specified and shall match the buildings.
14. Outdoor Space:
- A. Public outdoor space shall be provide in accordance with Zoning Code §14-16-3-18 (B)(4) to complement the outdoor space at the subject site's corners.

- B. A shade structure shall be provided in the outdoor seating area.
 - C. Seating shall be included in the outdoor space.
15. The applicant shall correct errors in the Utility Plan prior to DRB approval.
16. RECOMMENDED CONDITIONS FROM CITY ENGINEER, MUNICIPAL DEVELOPMENT, WATER AUTHORITY and NMDOT:
Conditions of approval for the proposed Site Development Plan for Building Permit shall include:
- a. All the requirements of previous actions taken by the EPC and/or the DRB must be completed and /or provided for.
 - b. The Developer is responsible for permanent improvements to the transportation facilities adjacent to the proposed site development plan for subdivision. Those improvements will include any additional right-of-way requirements, paving, curb and gutter, sidewalk and ADA accessible ramps that have not already been provided for. All public infrastructure constructed within public right-of-way or public easements shall be to City Standards except as modified by the Level A Plan. Those Standards will include but are not limited to sidewalks (std. dwg. 2430), driveways (std. dwg. 2425), private entrances (std. dwg. 2426) and wheel chair ramps (std. dwg. 2441).
 - c. The Master Developer, Forest City Covington NM, LLC, shall be responsible for completion of the permanent and/or temporary transportation system improvements that are agreed upon in the Level B development agreement, notwithstanding that these improvements have not been identified or required as a condition of approval of this development and notwithstanding that this development may be owned by a third party, pursuant to the letter from Myers, Oliver & Price, P.C., regarding this case.
 - d. Provide throat length of 50' minimum for site drives on University Boulevard.
 - e. Drive widths and turning radii shall be established by the Traffic Engineer taking into consideration: (i) the truck circulation plan and turning template information and/or the (ii) Level A Plan principles and standards.
 - f. Site plan shall comply and be designed per DPM Standards except as modified by the Level A Plan.

IF YOU WISH TO APPEAL/PROTEST THIS DECISION, YOU MUST DO SO BY JUNE 30, 2006 IN THE MANNER DESCRIBED BELOW. A NON-REFUNDABLE FILING FEE WILL BE CALCULATED AT THE LAND DEVELOPMENT COORDINATION COUNTER AND IS REQUIRED AT THE TIME THE APPEAL IS FILED. IT IS NOT POSSIBLE TO APPEAL EPC RECOMMENDATIONS TO CITY COUNCIL; RATHER, A FORMAL PROTEST OF THE EPC'S RECOMMENDATION CAN BE FILED WITHIN THE 15 DAY PERIOD FOLLOWING THE EPC'S DECISION.

OFFICIAL NOTICE OF DECISION

JUNE 15, 2006

PROJECT #1004872

PAGE 6 OF 6

Appeal to the City Council: Persons aggrieved with any determination of the Environmental Planning Commission acting under this ordinance and who have legal standing as defined in Section 14-16-4-4.B.2 of the City of Albuquerque Comprehensive Zoning Code may file an appeal to the City Council by submitting written application on the Planning Department form to the Planning Department within 15 days of the Planning Commission's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal, and 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. The City Council may decline to hear the appeal if it finds that all City plans, policies and ordinances have been properly followed. If they decide that all City plans, policies and ordinances have not been properly followed, they shall hear the appeal. Such appeal, if heard, shall be heard within 45 days of its filing.

YOU WILL RECEIVE NOTIFICATION IF ANY PERSON FILES AN APPEAL. IF THERE IS NO APPEAL, YOU CAN RECEIVE BUILDING PERMITS AT ANY TIME AFTER THE APPEAL DEADLINE QUOTED ABOVE, PROVIDED ALL CONDITIONS IMPOSED AT THE TIME OF APPROVAL HAVE BEEN MET. SUCCESSFUL APPLICANTS ARE REMINDED THAT OTHER REGULATIONS OF THE CITY MUST BE COMPLIED WITH, EVEN AFTER APPROVAL OF THE REFERENCED APPLICATION(S).

Successful applicants should be aware of the termination provisions for Site Development Plans specified in Section 14-16-3-11 of the Comprehensive Zoning Code. Generally plan approval is terminated 7 years after approval by the EPC

Sincerely,



for Richard Dineen
Planning Director

RD/CL/ac

cc: Denish + Kline Assoc., P.O. Box 2001, Albuquerque, NM 87103
Patty Grice, Mountain View NA, 206 Fentiman Pl. SE, Albuquerque, NM 87105
Rick Watson, Mountain View NA, 225 Sunny Slope SE, Albuquerque, NM 87105

Notice of Decision

Site Plan
for Subdivision.



City of Albuquerque
Planning Department
Development Review Division
P.O. Box 1293
Albuquerque, New Mexico 87103

Date: November 18, 2005

OFFICIAL NOTIFICATION OF DECISION

FILE: Project # 1004097*
05EPC-01565 EPC Site Development Plan-
Building Permit

Forest City Covington NM LLC
801 University Blvd. SE, Suite 200
Albuquerque, NM 87106

LEGAL DESCRIPTION: for all or a portion of Tracts 4-1 and 4-2, **Mesa del Sol Employment Center Phase I**, zoned SU-1 for IP Uses, located on UNIVERSITY BLVD., between Los Picares Road SE and La Semilla Road SE, containing approximately 8 acres. (Q-16) Catalina Lehner, Staff Planner

On November 17, 2005 the Environmental Planning Commission voted to approve Project #1004097/05EPC 01565, a request for a Site Development Plan for Building Permit for unplatted land within Sections 15, 16, 21 and 22, T9N, R3E, NMPM, zoned SU-1 for IP, based on the following Findings, and subject to the following Conditions:

FINDINGS:

1. This request is for approval of a site development plan for building permit for unplatted land within Sections 15, 16, 21 and 22, T9N, R3E, NMPM, a approximately 7.04 acres (the "subject site"). The subject site is Tract 4-1 and a portion of Tract 4-2 of Phase 1 of the Mesa del Sol Employment Center. The applicant proposes to construct a 95,335 square foot office/manufacturing building. A 40,680 square foot office/manufacturing building is planned for a future phase.
2. The proposal furthers the intent of Reserve Area Policy II.B.2.a, which states that new growth should be accommodated in planned communities that meet guidelines for self-sufficiency.
3. The Level A Mesa del Sol Masterplan and the Level C Employment Center Phase I Plan govern the subject site. The proposal requests approval of a site development plan for building permit prior to approval of the Level C plan and the Level A plan.

4. Because neither the Level A plan for Mesa del Sol or the Level C plan for the Employment Center Phase I has been approved as of this writing, the proposal conflicts with Reserve Area Policy II.B.2.c which states that development shall take place in accordance with an approved planned community master plan. 6. The proposal partially furthers Activity Center Policy g, which says that activity center locations shall be developed in accordance with sub-area planning efforts.
5. The proposal furthers Activity Center Policies a, c and f. The jobs will contribute to sustainability and mixed use activity concentrations, and larger buildings shall be located only in Major Activity Centers such as Mesa del Sol, which provides for buffering of relatively intense commercial uses from future residential uses.
6. The proposal fulfills the intent of three applicable economic development policies. Policy II.D.6a is furthered because the use will bring new employment opportunities. Economic development will be managed at a master planned level, which furthers Policy II.D.6f. Policy II.D.6g is also furthered. Employment will be concentrated in the Mesa del Sol activity center and jobs and housing will be balanced.
7. The proposal meets the intent of the Planned Communities Criteria (PCC) with respect to employment centers. Establishing employment before the residential uses is a way of ensuring mixed-use development, and the Employment Center will be connected to major roadways and the surrounding community.
8. The submitted site development plan for building permit is deficient in its compliance with the design regulations of the site development plan for subdivision (setbacks, architecture #3, lighting, parking, ingress/egress #2). Changes are necessary to bring the proposal into compliance.
9. There is no known neighborhood or other opposition to this proposal.
10. The function and nature of the proposed industrial building and its use preclude strict adherence to the setback standards of the site development plan for subdivision. The proposed design is appropriate.

CONDITIONS:

1. The EPC delegates final sign-off authority of this site development plan to the Development Review Board (DRB). The DRB is responsible for ensuring that all EPC Conditions have been satisfied and that other applicable City requirements have been met. A letter shall accompany the submittal, specifying all modifications that have been made to the site plan since the EPC hearing, including how the site plan has been modified to meet each of the EPC conditions. Unauthorized changes to this site plan, including before or after DRB final sign-off, may result in forfeiture of approvals.

2. Prior to DRB sign off, the applicant must meet with the staff planner to ensure that conditions of approval are thoroughly addressed.
3. The boundaries of the Mesa del Sol Employment Center Phase 1, which includes the subject site, shall be platted to correspond to the approved zone boundary lines prior to issuance of a certificate of zoning.
4. Lighting & Signage: Tenant signs and directional signs must be distinguished on the site plan.
5. Access & Circulation:
 - a. Show access and circulation to other neighboring properties.
 - b. Preferential carpool/vanpool parking shall be provided near the building's main entrance.
 - c. Two of the handicap parking spaces shall be relocated south of the main building entry.
6. Alternative Transportation Modes: Bicycle racks shall be indicated on the site plan and bicycle storage shall be provided for 10% of the bicycle parking spaces.
7. Pedestrian Connections & Features:
 - a. A pedestrian connection shall be provided from Boulevard A to the sidewalk in front of the future building.
 - b. Two additional benches and two shade structures shall be added to the outdoor seating area.
 - c. Define "special paving". The material used for the walkway shall match the material used for the sidewalk.
 - d. Crosswalks shall be made of a material other than asphalt and shall not consist of striping.
8. Landscaping:
 - a. A landscape island shall be added to the parking lot, approximately across from the building's northern entrance.
 - b. The landscaping plan shall specify what kind of turf will be used and where it will be used.
 - c. The mix and species of street trees shall be worked out with staff prior to DRB submittal.
9. Water harvesting methods, or other sustainable methods that utilize storm water runoff, shall be incorporated into the site plan.
10. Some space in the building shall be made available for use by the Albuquerque Police Department (APD).
11. The applicant shall coordinate with the Solid Waste Management Division (SWMD) regarding its comment that a complex of this size requires a compactor.
12. RECOMMENDED CONDITIONS FROM CITY ENGINEER, MUNICIPAL DEVELOPMENT, WATER AUTHORITY and NMDOT:

- Conditions of approval for the proposed Site Development Plan for Building Permit shall include:
- a. All the requirements of previous actions taken by the EPC and/or the DRB must be completed and /or provided for.
 - b. The Developer is responsible for permanent improvements to the transportation facilities adjacent to the proposed site development plan for building permit. Those improvements will include any additional right-of-way requirements, paving, curb and gutter, sidewalk and ADA accessible ramps that have not already been provided for. All public infrastructure constructed within public right-of-way or public easements shall be to City Standards. Those Standards will include but are not limited to sidewalks (std. dwg. 2430), driveways (std. dwg. 2425), private entrances (std. dwg. 2426) and wheel chair ramps (std. dwg. 2441).
 - c. Provide queuing analysis to determine if deceleration lanes are required.
 - d. Site plan shall comply and be designed per DPM Standards. In the case of conflict with standards in Level A, Level B and Level C Mesa del Sol Plans, the standards in the Mesa del Sol Plan shall govern.

13. Three motorcycle parking spaces shall be provided close to the building's entrance.

IF YOU WISH TO APPEAL/PROTEST THIS DECISION, YOU MUST DO SO BY DECEMBER 2, 2005 IN THE MANNER DESCRIBED BELOW. A NON-REFUNDABLE FILING FEE WILL BE CALCULATED AT THE LAND DEVELOPMENT COORDINATION COUNTER AND IS REQUIRED AT THE TIME THE APPEAL IS FILED. IT IS NOT POSSIBLE TO APPEAL EPC RECOMMENDATIONS TO CITY COUNCIL; RATHER, A FORMAL PROTEST OF THE EPC'S RECOMMENDATION CAN BE FILED WITHIN THE 15 DAY PERIOD FOLLOWING THE EPC'S DECISION.


Appeal to the City Council: Persons aggrieved with any determination of the Environmental Planning Commission acting under this ordinance and who have legal standing as defined in Section 14-16-4-4.B.2 of the City of Albuquerque Comprehensive Zoning Code may file an appeal to the City Council by submitting written application on the Planning Department form to the Planning Department within 15 days of the Planning Commission's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal, and 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. The City Council may decline to hear the appeal if it finds that all City plans, policies and ordinances have been properly followed. If they decide that all City plans, policies and ordinances have not been properly followed, they shall hear the appeal. Such appeal, if heard, shall be heard within 45 days of its filing.

OFFICIAL NOTICE OF DECISION
NOVEMBER 17, 2005
PROJECT #1004097
PAGE 5 OF 5

YOU WILL RECEIVE NOTIFICATION IF ANY PERSON FILES AN APPEAL. IF THERE IS NO APPEAL, YOU CAN RECEIVE BUILDING PERMITS AT ANY TIME AFTER THE APPEAL DEADLINE QUOTED ABOVE, PROVIDED ALL CONDITIONS IMPOSED AT THE TIME OF APPROVAL HAVE BEEN MET. SUCCESSFUL APPLICANTS ARE REMINDED THAT OTHER REGULATIONS OF THE CITY MUST BE COMPLIED WITH, EVEN AFTER APPROVAL OF THE REFERENCED APPLICATION(S).

Successful applicants should be aware of the termination provisions for Site Development Plans specified in Section 14-16-3-11 of the Comprehensive Zoning Code. Generally plan approval is terminated 7 years after approval by the EPC

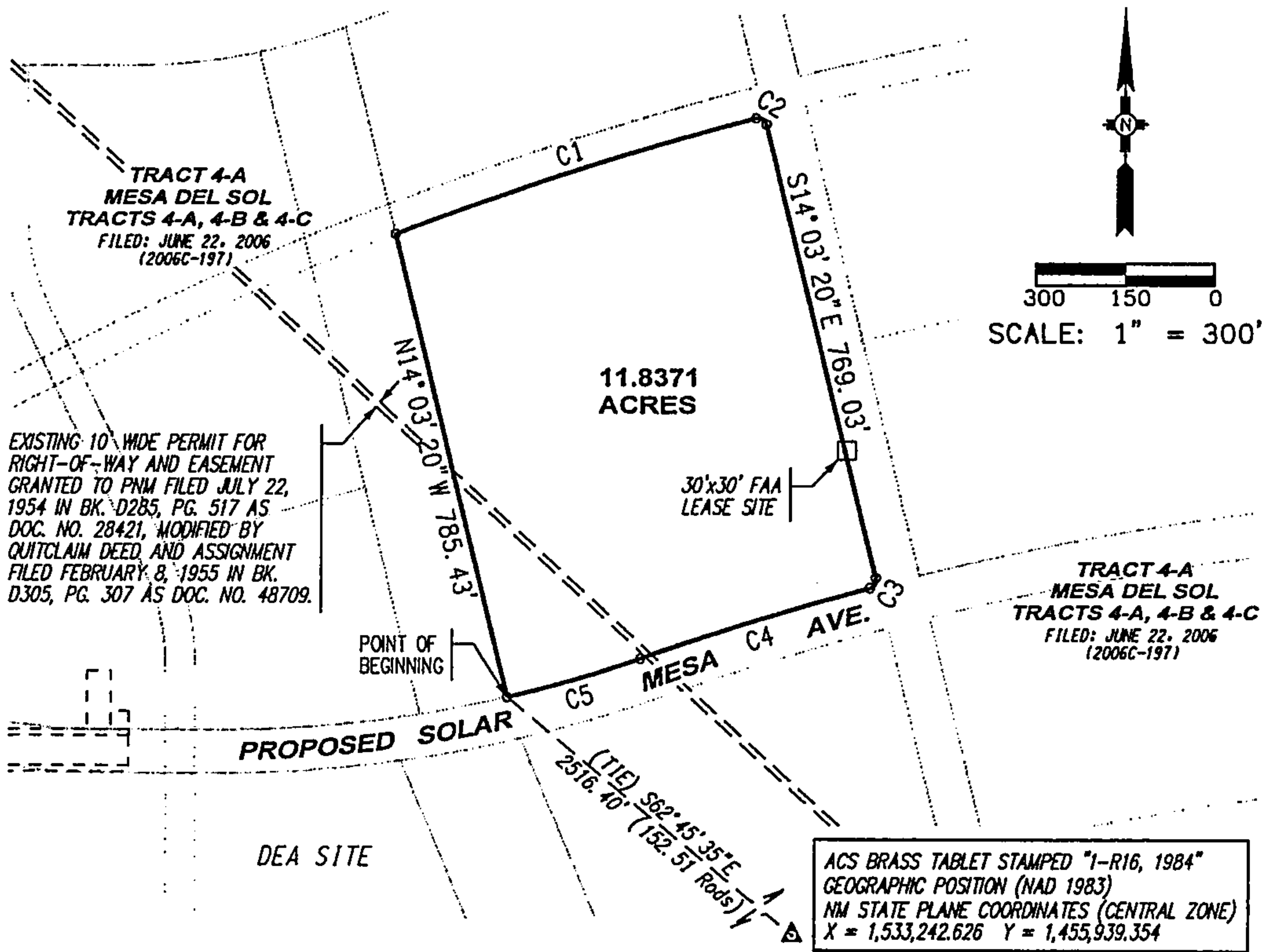
Sincerely,


for Richard Dineen
Planning Director

RD/CL/ac

cc: Denish + Kline Associates, P.O. Box 2001, Albuquerque, NM 87103

EXHIBIT BUILDINGS 2 & 3 PROPERTY BOUNDARY



Curve Data						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	06°11'40"	317.52'	634.43'	5868.32'	634.12'	N72°21'29"E
C2	90°29'22"	14.12'	22.11'	14.00'	19.88'	S59°18'01"E
C3	89°26'12"	13.86'	21.85'	14.00'	19.70'	S30°39'46"W
C4	04°32'21"	200.99'	401.78'	5071.32'	401.67'	S73°06'41"W
C5	06°08'54"	116.22'	232.21'	2164.00'	232.10'	S73°54'57"W

DESCRIPTION

A certain tract of land situated within Section 22, Township 9 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being and comprising a portion of TRACT 4-A of PLAT OF TRACTS 4-A, 4-B & 4-C, MESA DEL SOL, Albuquerque, New Mexico as the same is shown and designated on the plat thereof, recorded in the Office of the County Clerk of Bernalillo County, New Mexico on June 22, 2006 in Book 2006C, Page 197 as Document No. 2006092610 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone, NAD 83) and ground distances as follows:

BEGINNING at a the southwest corner of the tract herein described, whence the City of Albuquerque survey monument "1-R16, 1984", having New Mexico State Plane Grid coordinates for the Central Zone; X=1,533,242.626, Y=1,453,939.354 bears S62°45'35"E a distance of 2516.40 feet; thence, N14°03'20"W a distance of 785.43 feet to a point of curvature, also being the northwest corner of the tract herein described; thence, 634.43 feet along the arc of a non-tangent curve to the right having a radius of 5868.32 feet and a chord bearing N72°21'29"E a distance of 634.12 feet and an interior angle of 06°11'40" to a point of compound curvature; thence, 22.11 feet along the arc of a tangent curve to the right having a radius of 14.00 feet and a chord bearing S59°18'01"E a distance of 19.88 feet and an interior angle of 90°29'22" to a point of tangency; thence, S14°03'20"E a distance of 769.03 feet to a point of curvature; thence, 21.85 feet along the arc of a tangent curve to the right having a radius of 14.00 feet and a chord bearing S30°39'46"W a distance of 19.70 feet and an interior angle of 89°26'12" to a point of reverse curvature; thence, 401.78 feet along the arc of a tangent curve to the left having a radius of 5071.32 feet and a chord bearing S73°06'41"W a distance of 401.67 feet and an interior angle of 04°32'21" to a point of reverse curvature; thence, 232.21 feet along the arc of a tangent curve to the right having a radius of 2164.00 feet and a chord bearing S73°54'57"W a distance of 232.10 feet and an interior angle of 06°08'54" to the point and place of beginning.

Said tract contains 11.8371 acres, more or less.

PROJECT NUMBER:

Application Number:

DRB SITE DEVELOPMENT PLAN APPROVAL:

Traffic Engineering, Transportation Division
Date

Utilities Development
Date

Parks and Recreation Department
Date

City Engineer
Date

DRB Chairperson, Planning Department
Date

DRAWING INDEX

SHEET 1 OF 13	COVER
SHEET 2 OF 13	UTILITY AND AREA MAPS
SHEET 3 OF 13	LEGAL DESCRIPTION
SHEET 4 OF 13	SITE PLAN FOR SUBDIVISION AND MASTER DEVELOPMENT PLAN
SHEET 5 OF 13	STREET DESIGN AND SECTIONS- MASTER DEVELOPMENT PLAN
SHEET 6 OF 13	ENLARGED SITE PLAN FOR SUBDIVISION FOR MASTER DEVELOPMENT PLAN
SHEET 7 OF 13	ENLARGED SITE PLAN FOR SUBDIVISION FOR MASTER DEVELOPMENT PLAN
SHEET 8 OF 13	ENLARGED SITE PLAN FOR SUBDIVISION FOR MASTER DEVELOPMENT PLAN
SHEET 9 OF 13	CONCEPTUAL BRUSHING / EROSION PLAN
SHEET 10 OF 13	CONCEPTUAL UTILITY PLAN
SHEET 11 OF 13	DESIGN STANDARDS- MASTER DEVELOPMENT PLAN
SHEET 12 OF 13	DESIGN STANDARDS- MASTER DEVELOPMENT PLAN

~~1004097~~

Mesa del Sol

Employment Center - Phase 1

Albuquerque, NM

EPC Submittal for Master Development Plan

REVISED

10/10/05 TO DRB

PROJECT TEAM

OWNER

FOREST CITY COVINGTON NM, LLC
 800 BRADBURY SE
 ALBUQUERQUE, NM 87106
 (505) 242-0763
 (505) 242-2978

OWNER

REGENTS OF UNIV. OF NEW MEXICO
 c/o JOHN SALAZAR, ESQ.
 PO BOX 1888, ABQ, NM 87103
 (505) 768-7220
 (505) 768-7395

AGENT

MYERS, OLIVER, & PRICE PC
 1401 CENTRAL AVE. NW
 ALBUQUERQUE, NM 87104
 (505) 247-9080
 FAX: (505) 247-9109

ARCHITECT/PLANNER

DEKKER/PERICH/SABATINI, LTD.
 6801 JEFFERSON ST., N.E. SUITE 100
 ALBUQUERQUE, NM 87109
 (505) 761-9100
 FAX: (505) 761-4222

CIVIL ENGINEER

BOHANNAN HUSTON
 7500 JEFFERSON NE
 ALBUQUERQUE, NM 87109
 (505) 823-1000
 FAX: (505) 798-7980

PLANNER

CALTHORPE ASSOCIATES
 2095 ROSE ST.
 BERKELEY, CA 94709
 (510) 548-6800
 FAX: (548) 548-6848

S:\3000 Mesa Del Sol\City\Map\EmployC EPC Revs 10-18-05\Revier sheet.dwg, 10/7/2005 3:16:11 PM, sss

PLANTING LEGEND

Symbol	Quantity	Size	Common Name	Height	Width	Plant Requirements
○	1	12" HPI	Almond Pine	12'00"	20'00"	Medium
○	2	24" HPI	Almond Pine	24'00"	36'00"	Low
○	3	1 1/2" HPI	Almond Pine	4'00"	36'00"	Medium
○	4	24" HPI	Almond Pine	24'00"	36'00"	Medium
○	5	24" HPI	Almond Pine	24'00"	36'00"	Low

Symbol	Quantity	Size	Common Name	Height	Width	Plant Requirements
○	10	1 1/2" HPI	Almond Pine	4'00"	18'00"	Low
○	20	1 1/2" HPI	Almond Pine	4'00"	18'00"	Low
○	30	1 1/2" HPI	Almond Pine	4'00"	18'00"	Low
○	40	1 1/2" HPI	Almond Pine	4'00"	18'00"	Low
○	50	1 1/2" HPI	Almond Pine	4'00"	18'00"	Low

PLANTING NOTES

- LANDSCAPE CALCULATIONS: THE LANDSCAPE DESIGNER HAS CONSIDERED THE PLANTING REQUIREMENTS OF THE PROJECT AND HAS PROVIDED THE NECESSARY PLANTING MATERIALS AND MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.
- THE LANDSCAPE DESIGNER SHALL VERIFY THE PLANTING MATERIALS LIST AND THE PLANTING MATERIALS LIST TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.

LANDSCAPE CALCULATIONS

CALCULATIONS FOR THE LANDSCAPE DESIGNER SHALL BE PROVIDED TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.

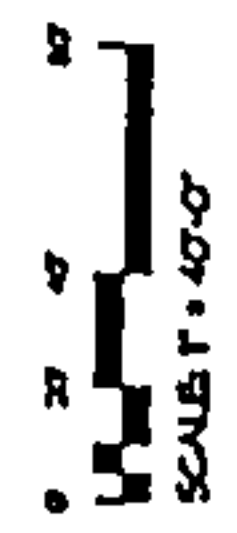
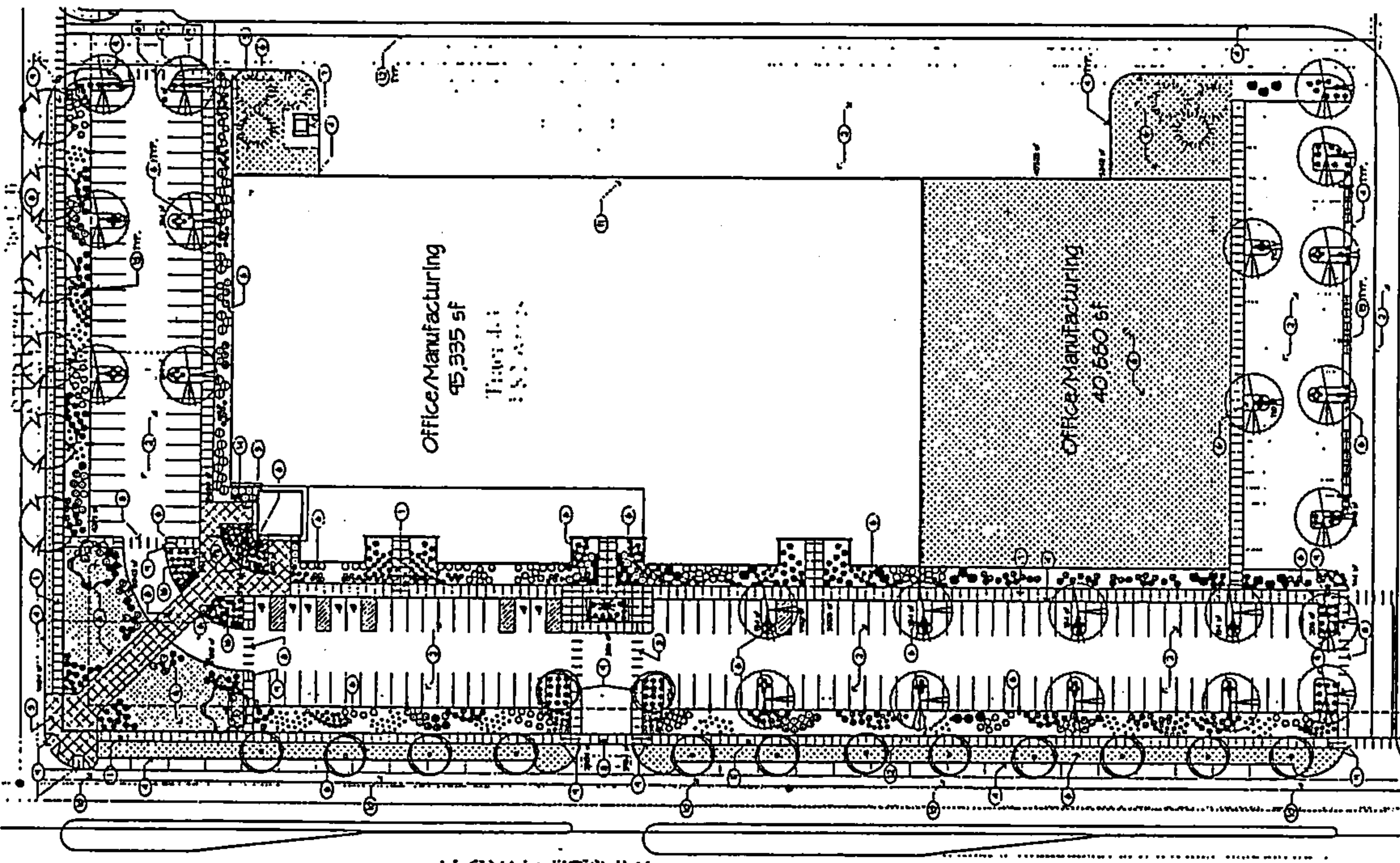
REQUIRED LANDSCAPE AREA: 12,101 SF
 PROVIDED LANDSCAPE AREA: 10,000 SF
 DEFICIT LANDSCAPE AREA: 2,101 SF

CALCULATIONS FOR THE LANDSCAPE DESIGNER SHALL BE PROVIDED TO THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT, AND IS RESPONSIBLE FOR THE PROJECT.

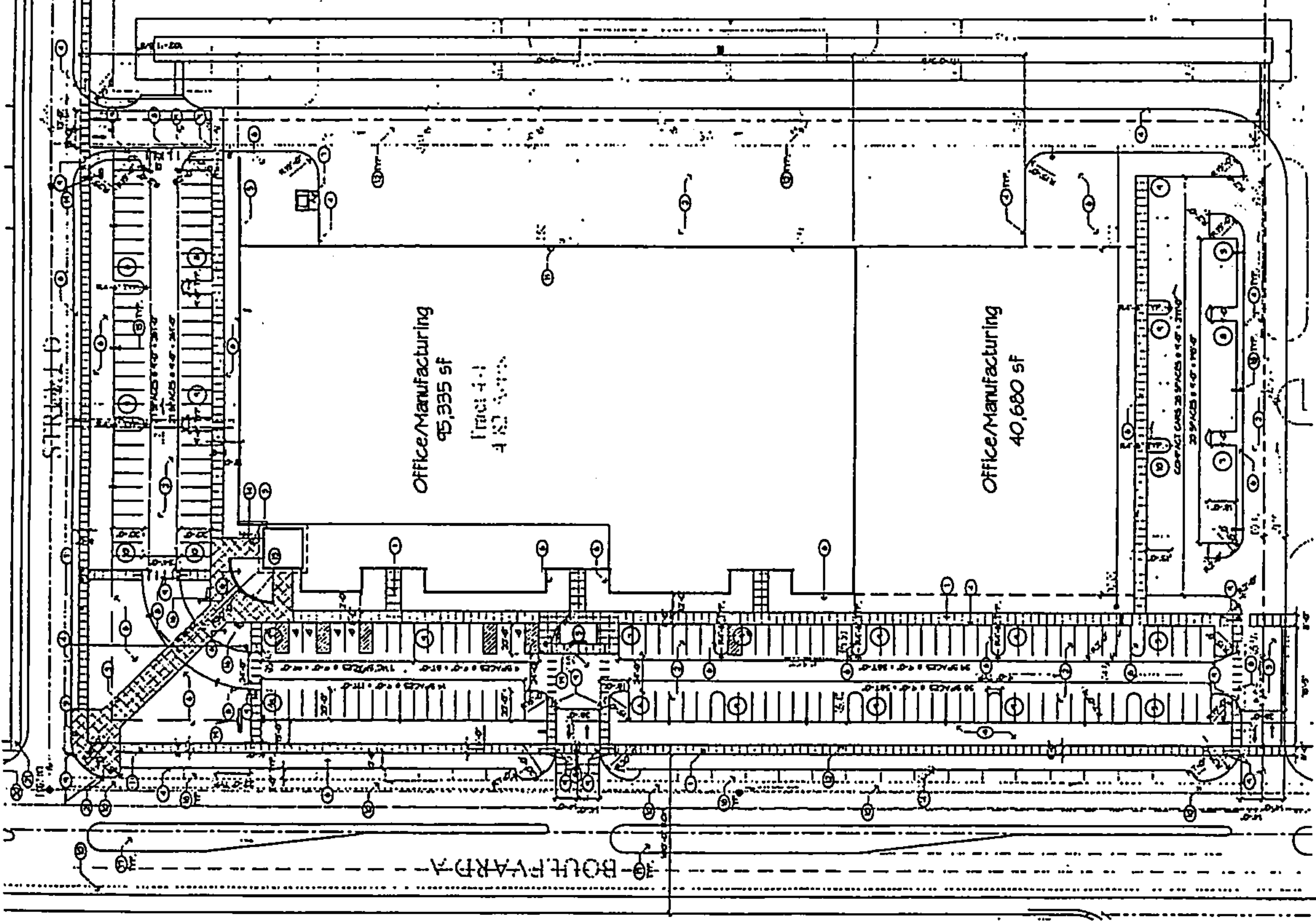
REQUIRED LANDSCAPE AREA: 28,257 SF
 PROVIDED LANDSCAPE AREA: 44,323 SF
 DEFICIT LANDSCAPE AREA: 16,066 SF

KEYED NOTES

1. SEE PLAN FOR CONCRETE
2. SEE PLAN FOR ASPHALT
3. SEE PLAN FOR PAVING
4. SEE PLAN FOR GRASS
5. SEE PLAN FOR LANDSCAPE AREA
6. SEE PLAN FOR TRUCK LOADING AREA
7. SEE PLAN FOR TRUCK LOADING AREA
8. SEE PLAN FOR TRUCK LOADING AREA
9. SEE PLAN FOR TRUCK LOADING AREA
10. SEE PLAN FOR TRUCK LOADING AREA
11. SEE PLAN FOR TRUCK LOADING AREA
12. SEE PLAN FOR TRUCK LOADING AREA
13. SEE PLAN FOR TRUCK LOADING AREA
14. SEE PLAN FOR TRUCK LOADING AREA
15. SEE PLAN FOR TRUCK LOADING AREA
16. SEE PLAN FOR TRUCK LOADING AREA
17. SEE PLAN FOR TRUCK LOADING AREA
18. SEE PLAN FOR TRUCK LOADING AREA
19. SEE PLAN FOR TRUCK LOADING AREA
20. SEE PLAN FOR TRUCK LOADING AREA



SITE PLAN

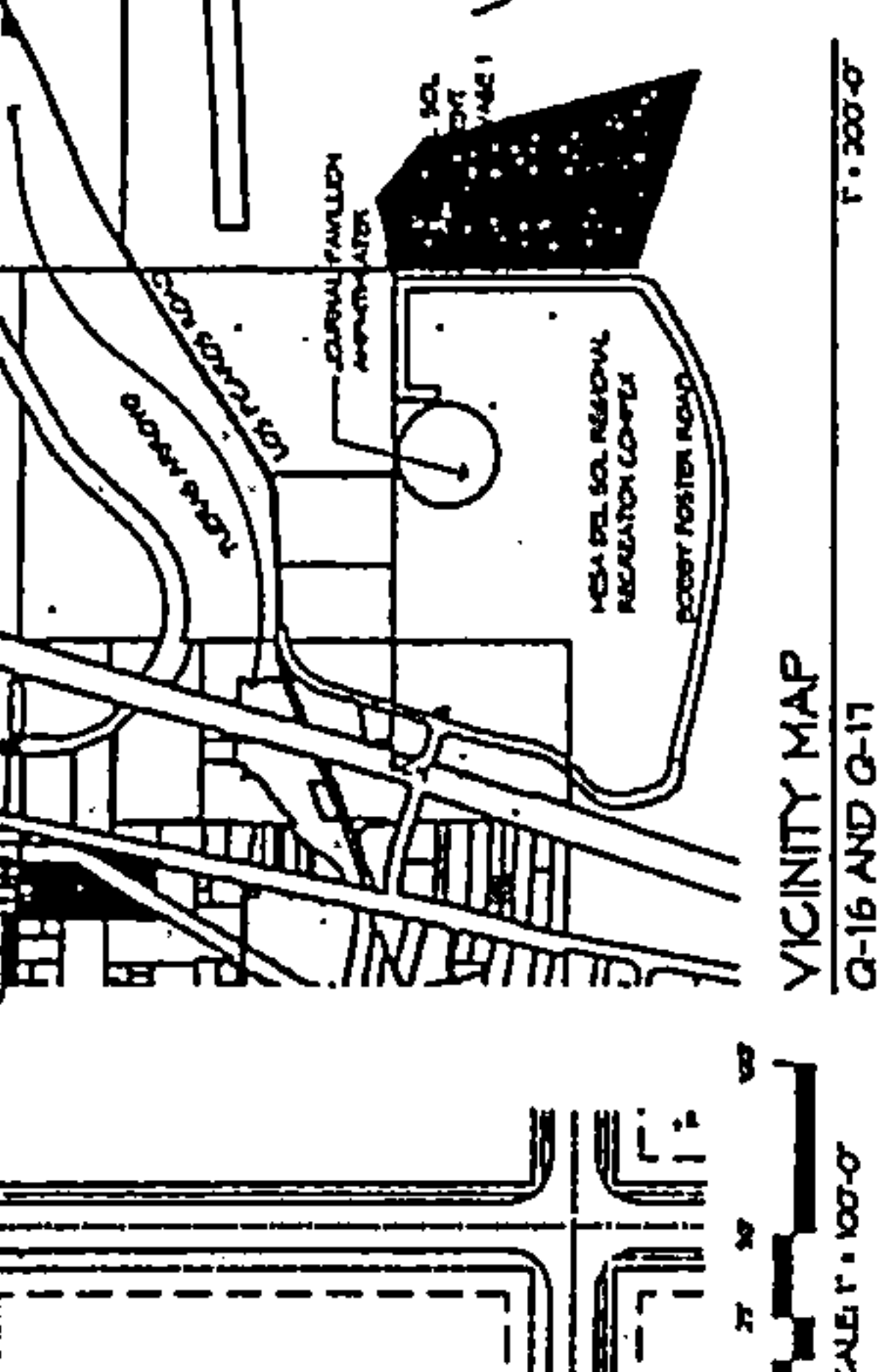
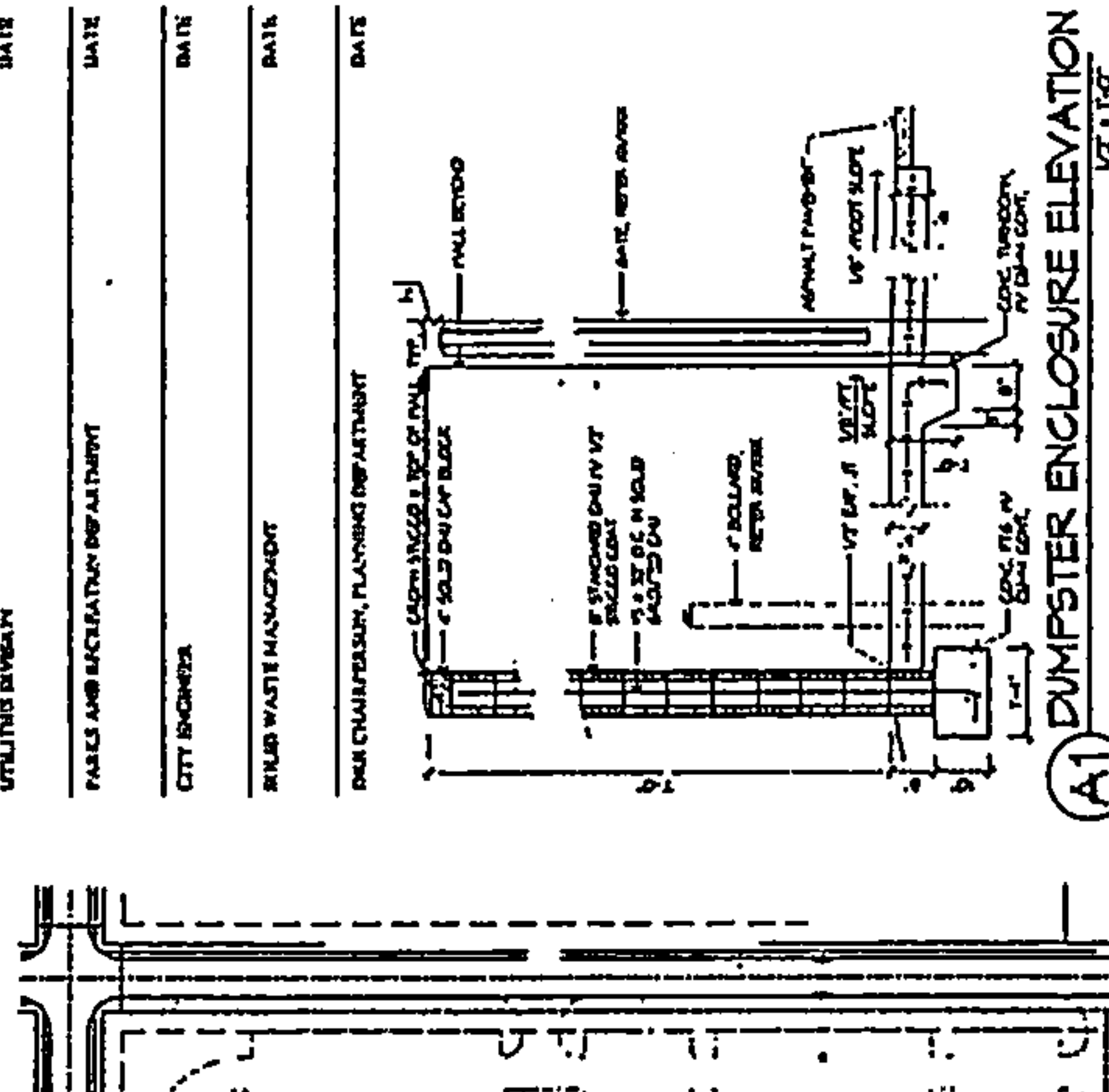


ENLARGED SITE PLAN
ULTIMATE BUILDOUT
SCALE 1" = 40'-0"

SITE INFORMATION
 1. TOTAL SITE AREA: 100,000 SF
 2. TOTAL BUILDING AREA: 136,075 SF
 3. TOTAL PARKING SPACES: 1,000
 4. TOTAL TRUCK SPACES: 100
 5. TOTAL BIKE SPACES: 100
 6. TOTAL BIKE LOCKERS: 100
 7. TOTAL BIKE RACKS: 100
 8. TOTAL BIKE REPAIR STATIONS: 100
 9. TOTAL BIKE STORAGE: 100
 10. TOTAL BIKE WASH STATIONS: 100
 11. TOTAL BIKE REPAIR TOOLS: 100
 12. TOTAL BIKE REPAIR PARTS: 100
 13. TOTAL BIKE REPAIR SUPPLIES: 100
 14. TOTAL BIKE REPAIR EQUIPMENT: 100
 15. TOTAL BIKE REPAIR FACILITIES: 100
 16. TOTAL BIKE REPAIR SERVICES: 100
 17. TOTAL BIKE REPAIR EMPLOYEES: 100
 18. TOTAL BIKE REPAIR CUSTOMERS: 100
 19. TOTAL BIKE REPAIR REVENUE: 100
 20. TOTAL BIKE REPAIR PROFITS: 100

PARKING INFORMATION
 1. TOTAL PARKING SPACES: 1,000
 2. TOTAL TRUCK SPACES: 100
 3. TOTAL BIKE SPACES: 100
 4. TOTAL BIKE LOCKERS: 100
 5. TOTAL BIKE RACKS: 100
 6. TOTAL BIKE REPAIR STATIONS: 100
 7. TOTAL BIKE STORAGE: 100
 8. TOTAL BIKE WASH STATIONS: 100
 9. TOTAL BIKE REPAIR TOOLS: 100
 10. TOTAL BIKE REPAIR PARTS: 100
 11. TOTAL BIKE REPAIR SUPPLIES: 100
 12. TOTAL BIKE REPAIR EQUIPMENT: 100
 13. TOTAL BIKE REPAIR FACILITIES: 100
 14. TOTAL BIKE REPAIR SERVICES: 100
 15. TOTAL BIKE REPAIR EMPLOYEES: 100
 16. TOTAL BIKE REPAIR CUSTOMERS: 100
 17. TOTAL BIKE REPAIR REVENUE: 100
 18. TOTAL BIKE REPAIR PROFITS: 100

GENERAL NOTES
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



VICINITY MAP
SCALE 1" = 100'-0"

DEKKER PERICH SABATTO
 ARCHITECTS
 1111 11th Street
 Suite 100
 San Francisco, CA 94103
 Tel: 415.774.1111
 Fax: 415.774.1111
 www.dpsabatto.com

MESA DEL SOL
 Employment Center - Phase One
 BUILDING #1

PROJECT
 MESA DEL SOL
 Employment Center - Phase One
 BUILDING #1

DATE
 10/20/2018
SCALE
 1" = 100'-0"

DATE
 10/20/2018
SCALE
 1" = 100'-0"

DATE
 10/20/2018
SCALE
 1" = 100'-0"

Mesa del Sol Employment Center - Phase 1 Building #1 Albuquerque, NM

EPC Submittal: Site Plan for Building Permit

DRAWING INDEX

SHEET 1 OF 7	COVER
SHEET 2 OF 7	ULTIMATE SITE PLAN
SHEET 3 OF 7	INTERIM SITE PLAN
SHEET 4 OF 7	LANDSCAPING PLAN
SHEET 5 OF 7	PRELIMINARY GRADING PLAN
SHEET 6 OF 7	BUILDING AND STRUCTURE ELEVATIONS
SHEET 7 OF 7	CONCEPTUAL UTILITY PLAN

PROJECT TEAM

OWNER

FOREST CITY COVINGTON NM, LLC
800 BRADBURY SE
ALBUQUERQUE, NM 87106
(505) 242-0763
(505) 242-2978

AGENT

DENISH + KLINE ASSOCIATES
500 MARQUETTE NW STE 350
ALBUQUERQUE, NM 87103
(505) 842-6461
(505) 842-6471

LANDSCAPE ARCHITECT

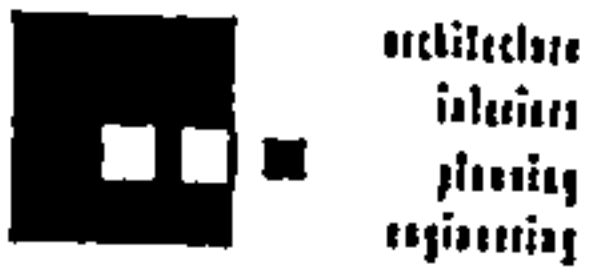
DEKKER/PERICH/SABATINI, LTD.
6801 JEFFERSON ST., N.E. SUITE 100
ALBUQUERQUE, NM 87109
(505) 761-4100
FAX: (505) 761-4222

ARCHITECT/PLANNER

DEKKER/PERICH/SABATINI, LTD.
6801 JEFFERSON ST., N.E. SUITE 100
ALBUQUERQUE, NM 87109
(505) 761-4100
FAX: (505) 761-4222

CIVIL ENGINEER

BOHANNAN HUSTON
7500 JEFFERSON NE
ALBUQUERQUE, NM 87109
(505) 823-1000
FAX: (505) 798-7980



**Dekker
Perich
Sabatini**

5800 Jefferson St
Suite 100
Albuquerque, NM 87113
505 761-3337
fax 505 761-3377
ds@psabati.com

ARCHITECT

EPC
SUBMITTAL

DESIGNER

PROJECT

MESA DEL SOL
Employment Center - Phase One
BUILDING #1
Albuquerque, New Mexico

REVISIONS
▲
▲
▲
▲

DRAWN BY: SLJMS
REVIEWED BY: MS
DATE: OCTOBER 8, 2009
PROJECT NO: 02004
DRAWING NAME:

SITE PLAN FOR
BUILDING PERMIT

SHEET NO.

A002

GENERAL NOTES

- A. PARKING AREA SHALL BE DESIGNED & BUILT TO CURRENT DPM STANDARDS.
- B. USE OF 40 SCALE FOR THIS SITE PLAN HAS BEEN APPROVED BY STAFF.
- C. THERE ARE NO STRUCTURES WITHIN 20 FEET OF THE SITE.
- D. INTERIM SITE PLAN INCLUDES RE-STRIPING OF THE EXISTING PAVED-OUT OF BOULEVARD AT THE JOURNAL PAVILION ACCESS ROAD FROM THE END OF THE CITY'S UNIVERSITY BOULEVARD PROJECT SOUTH TO THE INTERSECTION OF BOULEVARD A AND STREET B.

KEYED NOTES

- 1. SCURVA, CONCRETE
- 2. PAVING, ASPHALT
- 3. SPECIAL PAVING
- 4. CURB, 4" HIGH
- 5. 4" SCREEN WALL
- 6. LANDSCAPE AREA (TYP. LOT)
- 7. EQUIPMENT (SEE ALJ001)
- 8. STRIPING OR DECORATIVE PAVING AT PEDESTRIAN CROSSING
- 9. PEDESTRIAN ACCESS RAMP
- 10. BIKE LANE
- 11. TRUCK LOADING AREA
- 12. PROPERTY LINE
- 13. SITE LIGHTING, POLE LIGHT WITH SHIELD, HEIGHT 30'
- 14. DRIVE RACK, 4 DRIVES EACH
- 15. LOT SEAT WALL
- 16. BENCH
- 17. EDITS OF EXISTING PAVING

LEGEND

- PARKING SPACE COUNT
- ↑ TRAFFIC APPROX. FUTURE FUTURE

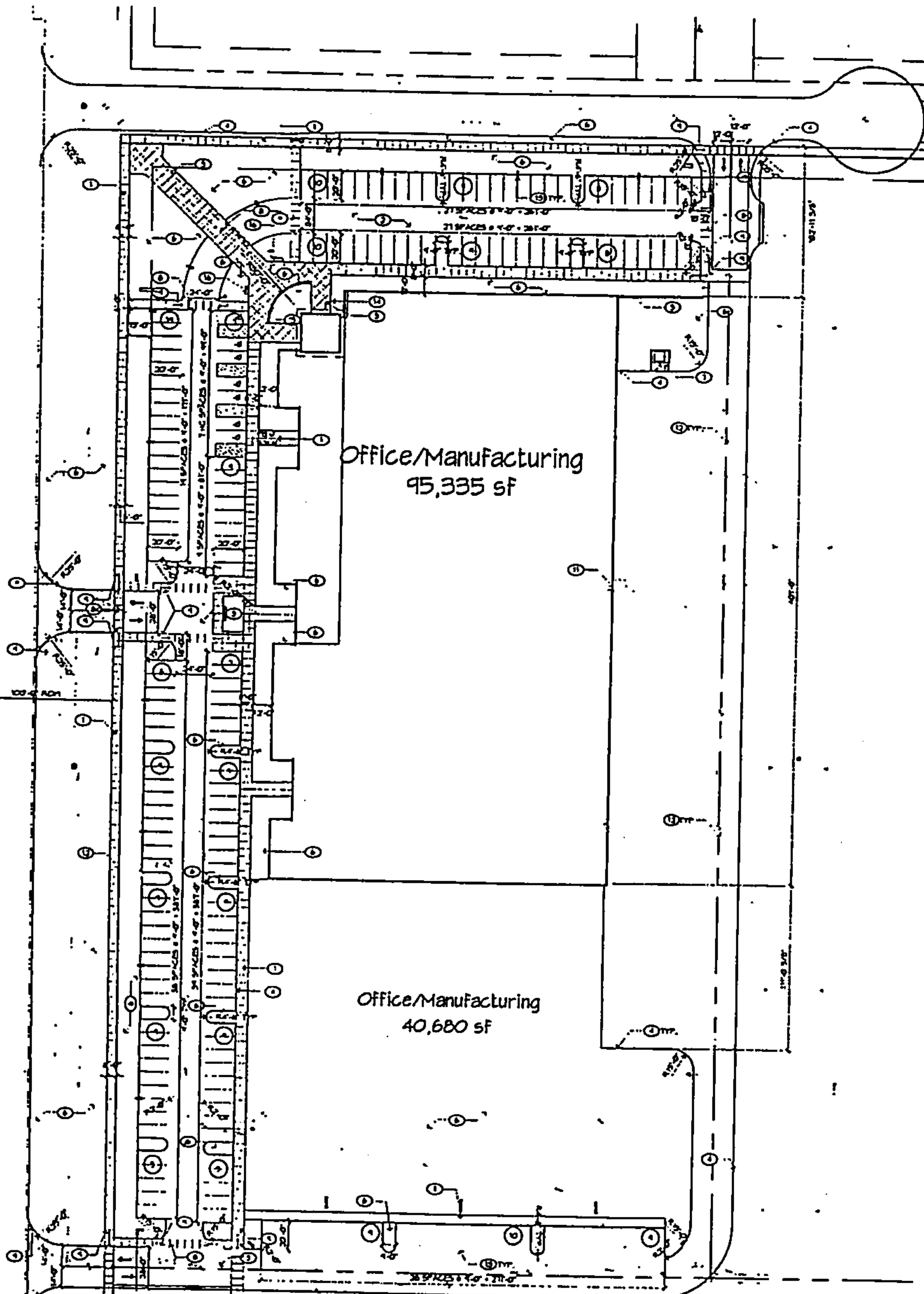
LANDSCAPE CALCULATIONS

CALCULATIONS WITHOUT FUTURE PHASE BUILT
SITE AREA: 306,320 SF
BUILDING FOOTPRINT: 86,794 SF
NET SITE AREA: 219,526 SF

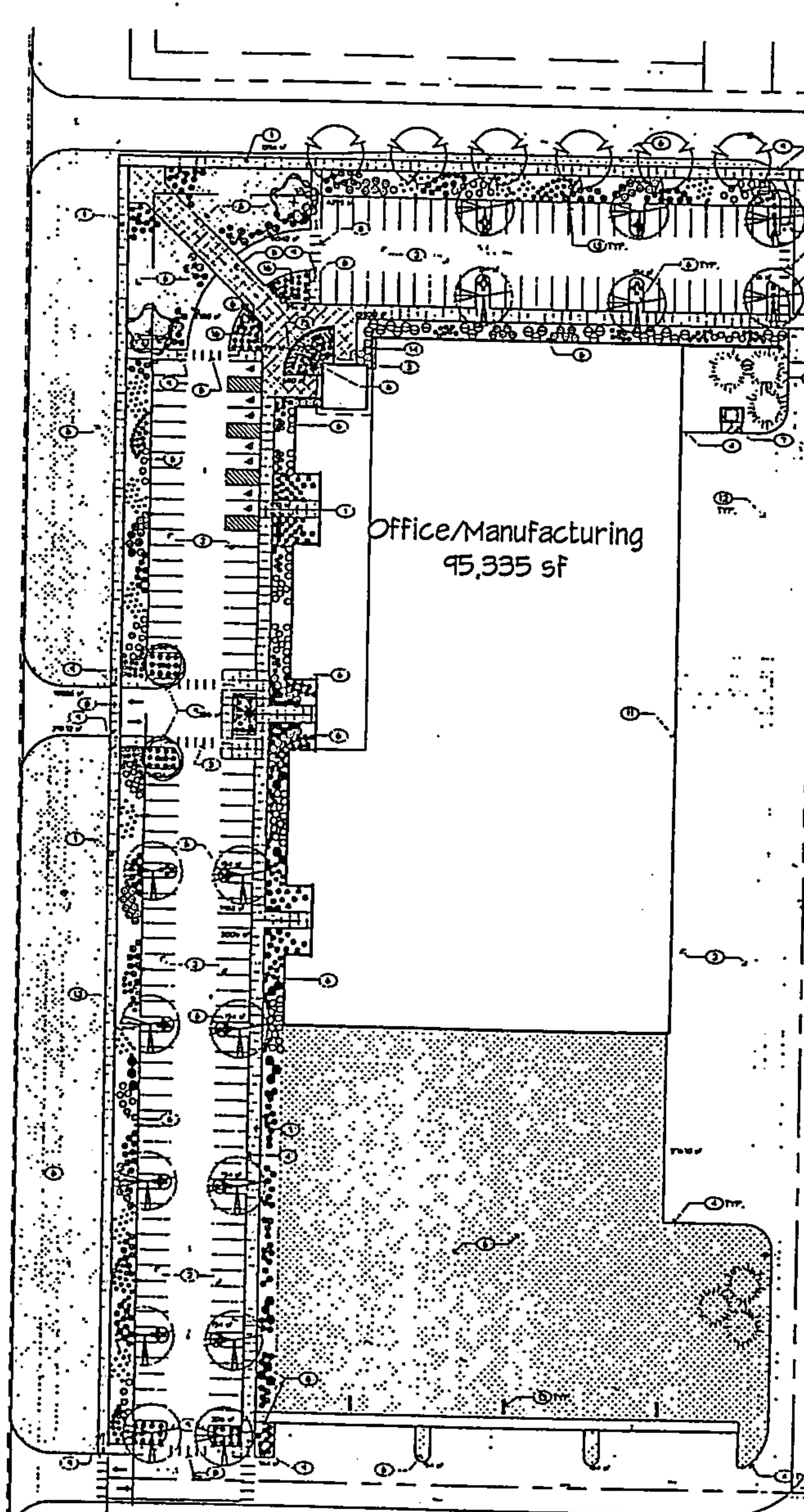
REQUIRED LANDSCAPE AREA: 32,074 SF
(15% OF NET SITE AREA)
PROVIDED LANDSCAPE AREA: 49,320 SF

CALCULATIONS WITH FUTURE PHASE BUILT
SITE AREA: 306,320 SF
BUILDING FOOTPRINT: 86,794 SF
NET SITE AREA: 219,526 SF

REQUIRED LANDSCAPE AREA: 32,074 SF
(15% OF NET SITE AREA)
PROVIDED LANDSCAPE AREA: 44,320 SF



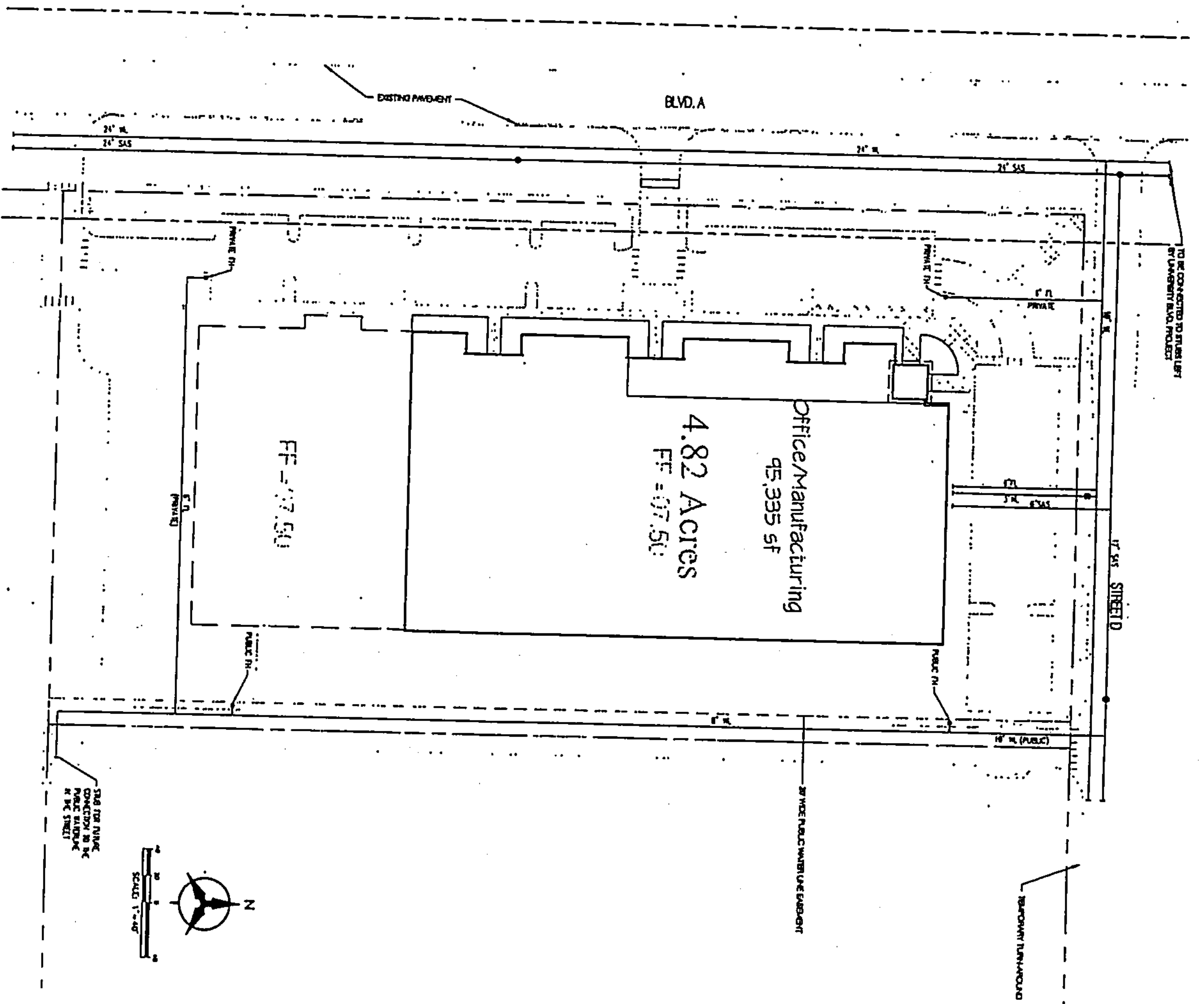
INTERIM SITE PLAN



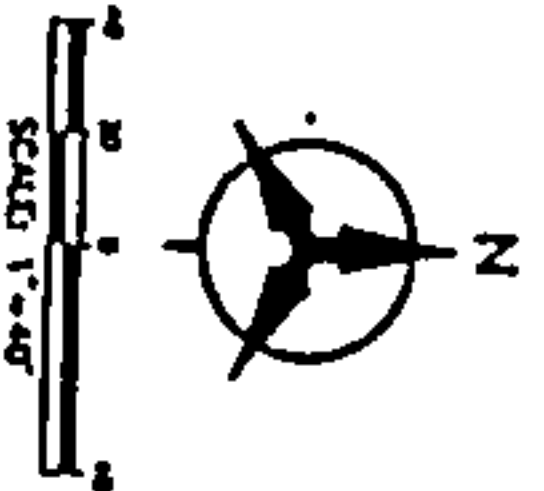
INTERIM LANDSCAPE PLAN



© 2008 by the Architectural Record Company
 All Rights Reserved
 No. 3-01-2008 - 2725pm. Printed by: BOSTON




THIS IS THE NAME
 OF THE BUILDING
 AS SHOWN ON THE
 PLAT MAP



PROJECT	MESA DEL SOL
LOCATION	Employment Center - Phase One Albuquerque, New Mexico
BUILDING #	BUILDING # 1
DATE	08.14.2008
SCALE	1"=40'
DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	
PROJECT NO.	C200

MESA DEL SOL
 Employment Center - Phase One
 Albuquerque, New Mexico
BUILDING # 1



Dekker
Perich
Sabatini
 ARCHITECTS
 1000 KILBURN ST.
 SUITE 100
 ALBUQUERQUE, NM 87102
 (505) 263-1111
 www.dpsa.com

ARCHITECT
 EPC
 SUBMITTAL

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

PAID RECEIPT

APPLICANT NAME FOREST CITY COVINGTON NEW MEXICO
AGENT DENISH & KLINE ASSO C
ADDRESS PO BOX 2001
PROJECT & APP # 1004872/06DRB01491
PROJECT NAME BLDG # 2 & 3 OF THE EMPLOYMENT CENTER

\$ 20.00 441032/3424000 Conflict Management Fee

\$ _____ 441006/4983000 DRB Actions

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

\$ _____ 441018/4971000 Public Notification

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

\$ 20.00 TOTAL AMOUNT DUE

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

WILLIAM GLEASON
SUZANNE GAGNON
PH. 505-266-0236
732 LAFAYETTE DR NE
ALBUQUERQUE, NM 87106

2547
95-8366/3070

10-10-06 Date

Pay to the Order of City of ARQ \$ 20
Twenty & 00/100 Dollars

NEW MEXICO EDUCATORS FEDERAL CREDIT UNION
P.O. Box 8530
Albuquerque, NM 87198-8530

For 06002

1:3070836651 0013450716 2547

RECEIPT# 00065603 WSN 008 TRANS# 0026
Account 441032 MP Fund 0110
Activity 3424000
Trans Amt \$20.00
J24 Misc \$20.00
CK \$0.00
CHANGE

City of Albuquerque
Security Features Details on Back
11:09AM
LOC: ANN
TRSCXG

© HARLAND 1997

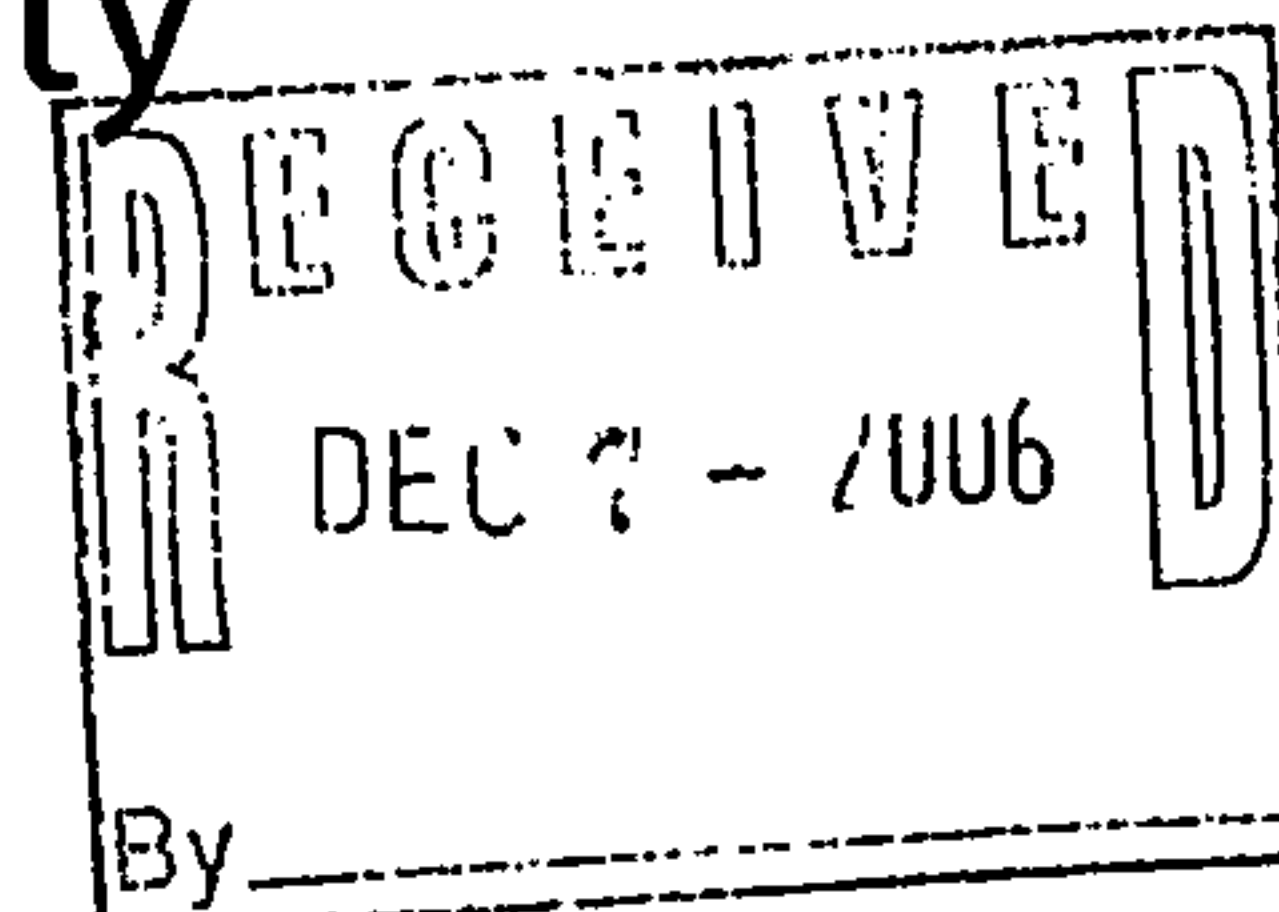
Thank You



Albuquerque Bernalillo County Water Utility Authority

One Civic Plaza NW, Room 5012
Albuquerque, NM 87102
Phone (505) 768-2500
Fax (505) 768-2580

December 5, 2006



Chair

Alan B. Armijo
County of Bernalillo
Commissioner, District 1

Vice-Chair

Issac Benton
City of Albuquerque
Councillor, District 3

Michael J. Cadigan
City of Albuquerque
Councillor, District 5

Teresa Cordova
County of Bernalillo
Commissioner, District 2

Issac Benton
City of Albuquerque
Councillor, District 3

Martin Heinrich
City of Albuquerque
Councillor, District 6

Deanna Archuleta
County of Bernalillo
Commissioner, District 3

Martin J. Chávez
City of Albuquerque
Mayor

Ex-Officio Member
Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
<http://www.abcwua.org>

Ms. Carla Klock
Myers, Oliver & Price, P.C.
1401 Central Avenue NW
Albuquerque, NM 87104

**RE: First Amendment to Agreement
(Mesa del Sol/Culver and Buildings A,B,2 and 3)**

Dear Ms. Klock:

Enclosed please find one fully executed original First Amendment to Agreement between the Albuquerque Bernalillo County Water Utility Authority and Forest City Covington NM, LLC. for your files and distribution.

If you have any questions please feel free to contact me at 768-2500.

Sincerely,

Patty Jenkins
Office Coordinator

FIRST AMENDMENT TO AGREEMENT
(Mesa del Sol/Culver and Buildings A, B, 2 and 3)

THIS FIRST AMENDMENT TO AGREEMENT is entered into as of the ___ day of December, 2006, by and between ALBUQUERQUE BERNALILLO WATER UTILITY AUTHORITY, also known as ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY (the "**Authority**") and FOREST CITY COVINGTON NM, LLC, a New Mexico limited liability company ("**FCC**").

RECITALS:

- A) The Authority and FCC are parties to that certain "**Agreement**" dated June 23, 2006, pursuant to which FCC agreed to construct certain onsite transmission lines for the Authority on the property commonly known as Mesa del Sol.
- B) Section 1(C)(ii) of the Agreement identified the location of the two (2) office/warehouse buildings (the "**Current Location**") to be constructed as evidenced on Exhibit "A" of that Agreement and identified as "**Buildings 2 & 3**".
- C) The Current Location of Buildings 2 & 3 has been deemed inappropriate by FCC. Buildings 2 & 3 will now be located a short distance from the Current Location (the "**New Location**"). The New Location is shown on Amended Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

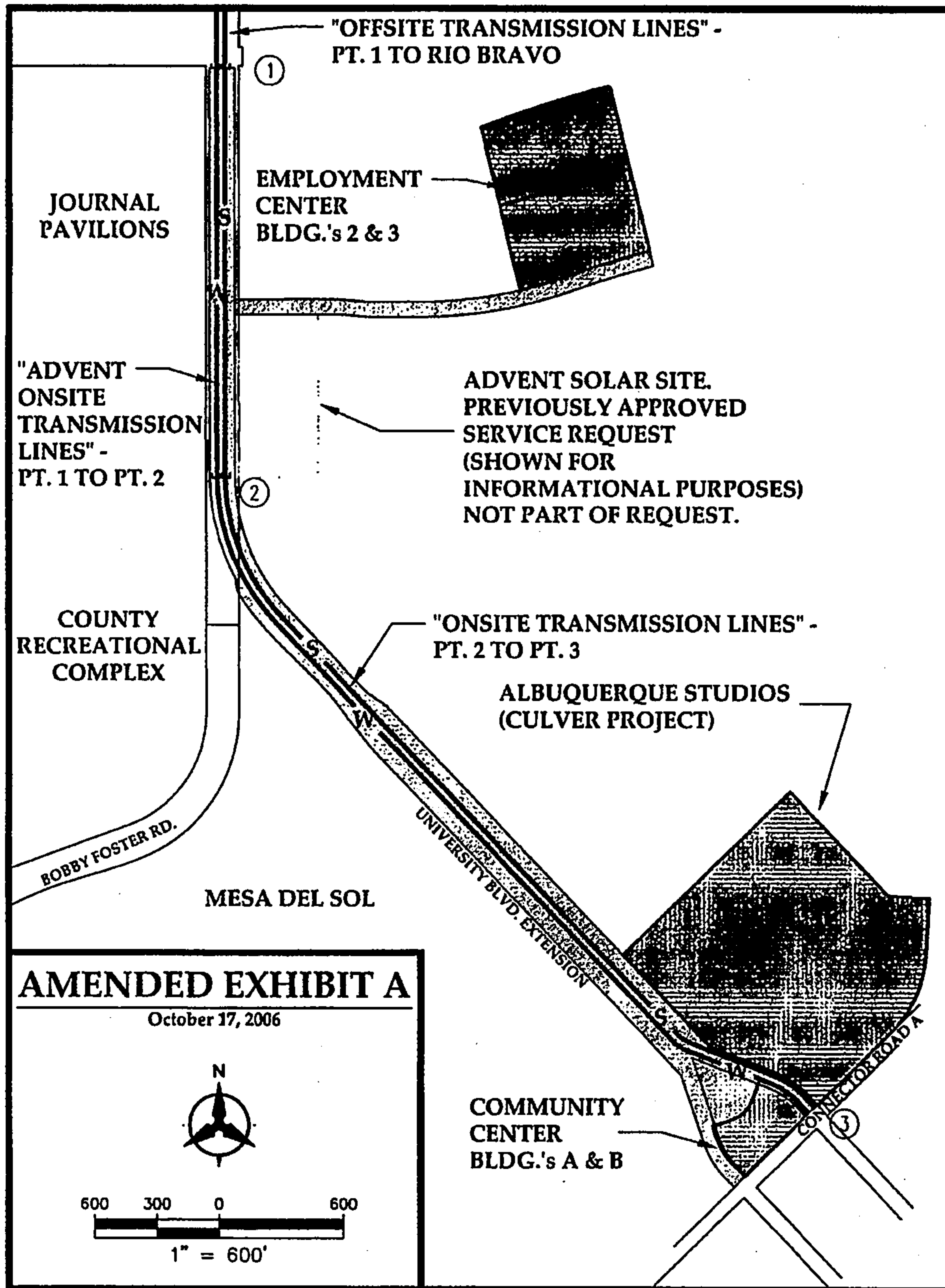
- 1. Exhibit "A" to the Agreement is replaced with the Amended Exhibit "A" attached herein.
- 2. Except as modified herein, all other terms of the Agreement shall remain in full force and effect.

Dated: December 4, 2006

ALBUQUERQUE BERNALILLO
COUNTY WATER UTILITY AUTHORITY

By: _____

Mark S. Sanchez
Executive Director



P:\060098\cdp\Residential\general\exhibits\Service_Area\Exhibit_A\10-17-06\Exhibit_A.dwg
 October 17, 2006 - 6:57am

No. of Lots:
Nearest Major Streets

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 12th day of March, 2007, 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 Mesa Del Sol, LLC, a New Mexico limited liability company ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] Limited liability, whose address is 801 University Blvd. Suite 200 87106 and whose telephone number is 400-3021, 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:] a portion of Tract 4-A, Mesa Del Sol, LLC **, recorded on 12/22/2006 in the records of the Bernalillo County Clerk at Book 2006C, pages 197 through XXXXXX (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:] Mesa Del Sol, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Tract 4-A-2 of Mesa Del Sol*** describing Subdivider's Property.

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

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 2 day of January, 2009 ("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. 7754.84.

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

Figure 12 - page 1

09/04

** Plat of Mesa Del Sol, LLC, Tracts 4-A, 4-B, and 4-C.
*** Tracts 4-A-1, 4-A-2, and 4-A-3.



2007039018
6621965
Page: 1 of 6
03/13/2007 02:14P
BK-A133 Pg-8944

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 _____, 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: Claim and Notice of Lien
Amount: \$ 309,673.75 Name of Financial Institution or Surety _____
Date City first able to call Guaranty: January 2, 2009
[Construction Completion Deadline]: January 2, 20 09
If Guaranty other than a Bond, last day City able to call Guaranty is:
March 2, 2009, 20 _____
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:

CITY OF ALBUQUERQUE

MESA DEL SOL, LLC, a New Mexico limited liability company

[Signature]
City Engineer

Dated: 3-12-07

By: FC Covington Manager, LLC, a New Mexico limited liability company, Member

[Signature] 3/12/07

✓
3-9-07

By: FC Mesa, Inc., a New Mexico corporation, Member

By: [Signature]
Michael D. Daly
Chief Operating Officer

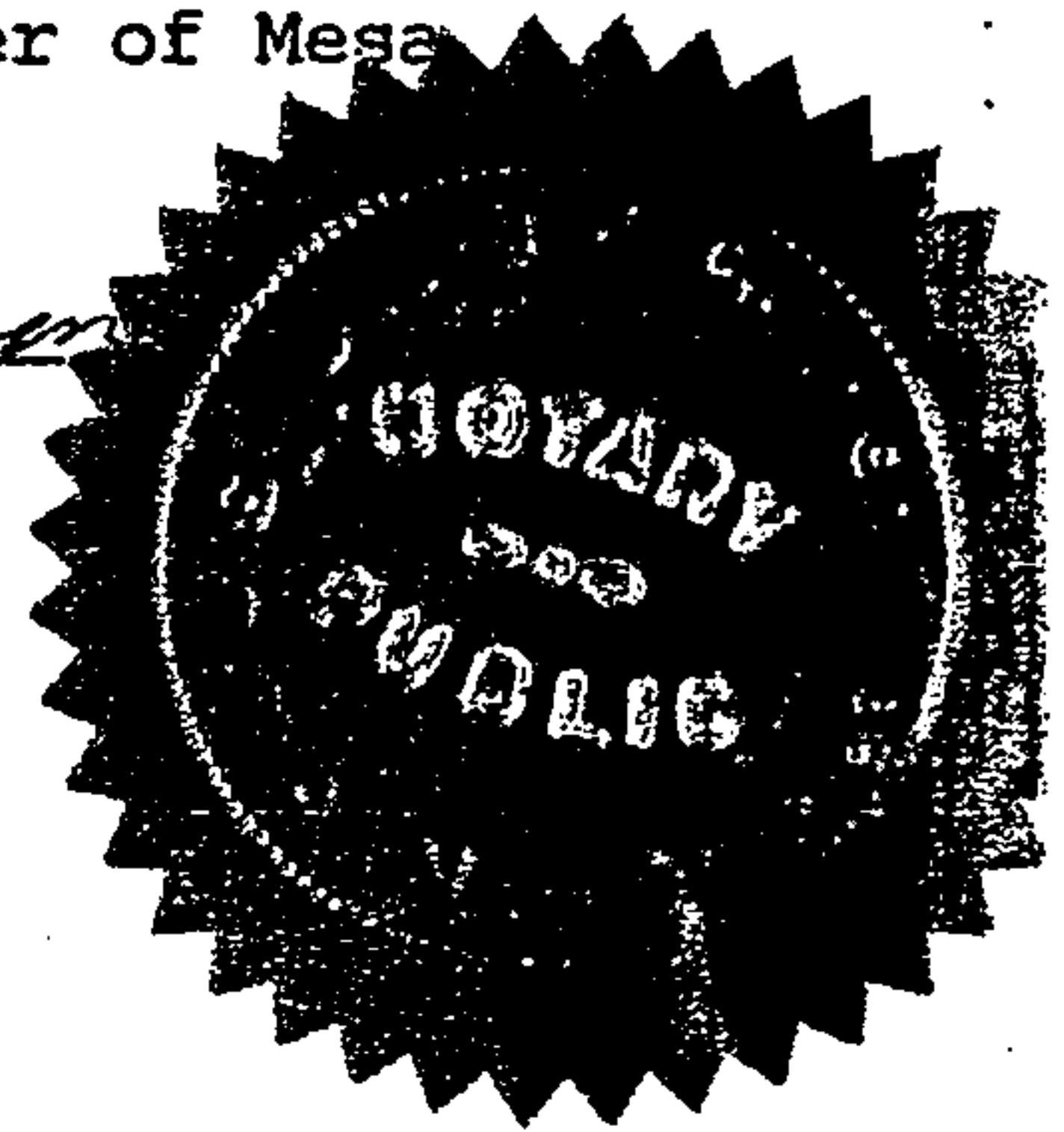
SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 1st day of March, 2007 by Michael D. Daly, Chief Operating Officer of FC Mesa, Inc., a New Mexico corporation, as Member of FC Covington Manger, LLC, a New Mexico limited liability company, as Member of Mesa del Sol, LLC, a New Mexico limited liability company.

[Signature]
Notary Public

My Commission Expires: 6/4/10



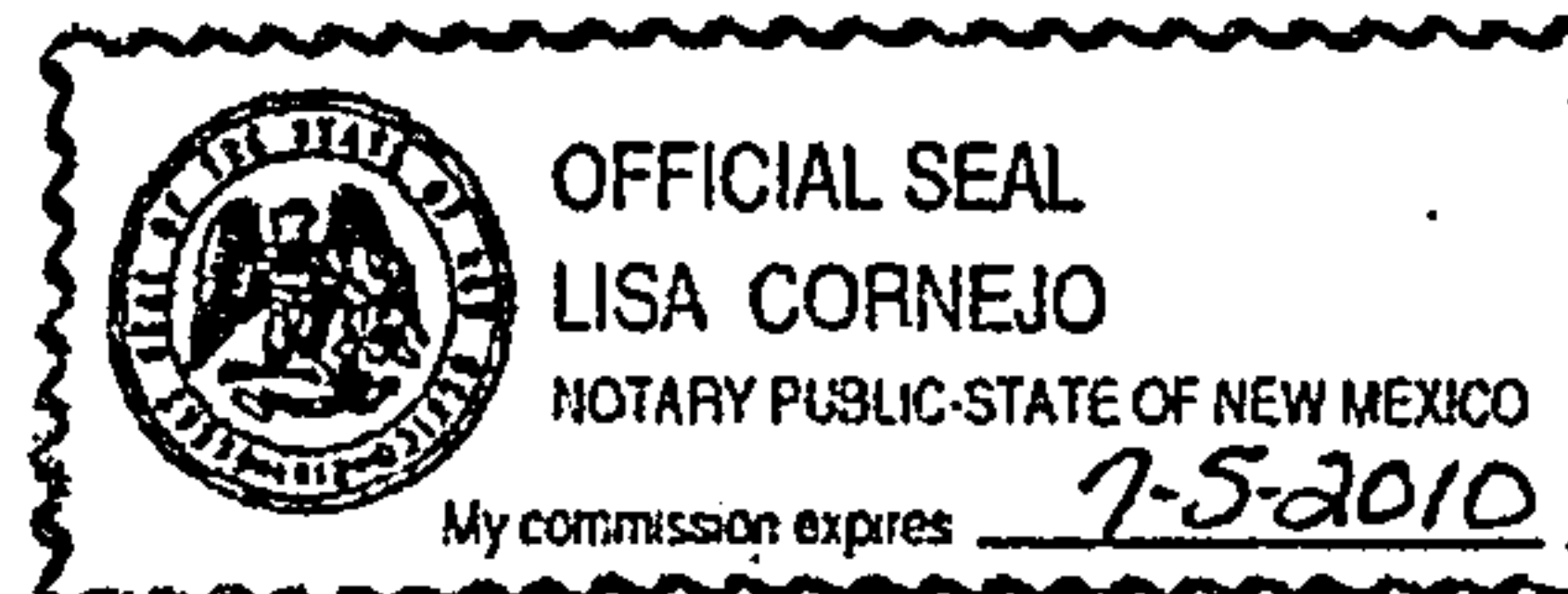
CITY'S NOTARY

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

This instrument was acknowledged before me on 12 day of March, 2007 by Richard Duarte, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: July 5, 2010
Figure 12 - Page 6



07/02



2007039018
6621965
Page: 6 of 6
03/13/2007 02:14P
RV-A133 PN-9944

Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: MESA DEL SOL
Buildings 2 & 3, Ph. 2

SUBDIVIDER: Mesa del Sol, LLC

CITY PROJECT NO.: 775484

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) Mesa del Sol Employment Center Phase I, Buildings 2 and 3, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (Name of owner and/or subdivider) Mesa del Sol, LLC, a New Mexico limited liability company, and recorded in the office of the Clerk of Bernalillo County, New Mexico, in Misc. Book _____ at page(s) _____. This Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended, and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: Mesa del sol, LLC, a New Mexico limited liability company

ADDRESS OF OWNER: 801 University, NE, Suite 200
Albuquerque, New Mexico 87106

LEGAL DESCRIPTION: Tract 4-A-2 of MESA DEL SOL TRACTS 4-A-1, 4-A-2,
& 4-A-3

FORMER LEGAL DESCRIPTION:

A portion of Tract 4-A, Mesa del Sol, LLC, Plat of Mesa del Sol, LLC, Tracts 4-A, 4-B and 4-C, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 22, 2006, in Book 2006-C, Folio 197

AMOUNT: \$309,673.75 plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing this Claim and Notice of Lien.



Maggie Toulouse

Bern. Co. LIEN

R 11.00

2007033017

6621964

Page: 1 of 2

03/13/2007 02:14P

Bk-A133 Pg-8943

Jun 22 06 01:53p Jamie Inforzato 908-697-6705
Jun-22-2006 05:41 PM Mesa Del Sol / FCC 5052422978

MESA DEL SOL, LLC

RESOLUTION

WHEREAS, Mesa Del Sol, LLC (the "Company"), a limited liability company formed under the laws of New Mexico, is at the present time a single member LLC; and

WHEREAS, FC Covington Manager, LLC ("Manager"), a limited liability company formed under the laws of New Mexico, is at the present time the sole member of the Company.


BE IT RESOLVED, that the Manager be and hereby is authorized to act on behalf of the Company to execute and deliver all documents, instruments and agreement relating to the sale by the Company of approximately 53.293 acres of land to Pacifica Mesa Studios, LLC, aka Culver Studios for \$5,445,000, and to do all things necessary or desirable to complete said transaction; and

BE IT FURTHER RESOLVED, that FC Mesa, Inc., a New Mexico corporation, a member of the Manager, acting through Michael Daly, its Chief Operating Officer, and Harry Reikin, Director of Land Development, or either one of them acting alone, be and hereby is authorized to execute and deliver all documents, instruments and agreements necessary or desirable to complete said transaction.

FOREST CITY COVINGTON NM, LLC,
a New Mexico limited liability company

By: FC Covington Manager, LLC,
its Sole Member

By: Covington NM, LLC, a Nevada
limited liability company

By: 
Name: Harry Reikin
Title: Director of Land Development

By: FC Mesa, Inc.,
a New Mexico corporation, Member

By: 
Michael Daly
Chief Operating Officer

Current ORC Project No. NA

Date Submitted: October 10, 2008
 Date Site Plan for Bldg Permit Recd: 10/25/08
 Date Site Plan for Sub. Approval: 10/25/08

Date Preliminary Plan Approved: NA
 Date Preliminary Plan Expires: NA

DRB Project No. 1004872
 City DES - CIV 411

Figure 12

HERASIS/CUBEL/ESI

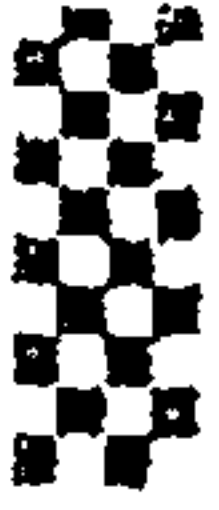
FOR SITE PLAN FOR BUILDING PERMIT

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

Building 2 and 3
 (Mesa del Sol)

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 another in the review of the construction drawings, if the DRC Chair determines that additional items are needed, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that opportunities for non-accounted items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantee. All such revisions require approval by the DRC Chair, the User Department and respondent. If such approvals are obtained, these revisions to the listing will be incorporated retroactively. In addition, any unaccounted items which arise during construction which are necessary to complete the project and which primarily are the Submitter's responsibility will be required as a condition of project acceptance and close out by the City.

Sequence #	SIA	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
				PUBLIC ROADWAY IMPROVEMENTS						
			PHASE 1 (BLDG 2) 24' PC-SCP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 100 LF APPROX; 40' F TO F AT FULL BUILD OUT)	SOLAR MESA AVE (NORTH SIDE OF NORTH SIDE OF NOW)	EAST TERMINUS OF CITY PROJECT #775481	STREET X			
			24' F.EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 400 LF APPROX; 40' F TO F AT FULL BUILD OUT)	STREET X (WEST SIDE OF THE NOW)	SOLAR MESA AVE	NORTH PROPERTY LINE OF TRACT 4-3-A			
			PHASE 2 (BLDG 3) 24' F.EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 400 LF APPROX; 40' F TO F AT FULL BUILD OUT)	STREET X (WEST SIDE OF THE NOW)	NORTH PROPERTY LINE OF TRACT 4-3-A	INDUSTRIAL ROAD 1			
			24' F.EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 100 LF APPROX; 20' F TO F AT FULL BUILD OUT)	INDUSTRIAL ROAD 1	STREET X	WEST TERMINUS OF TRACT 4-4-A			
			PHASE 1 (BLDG 2) 12" DIA	SANITARY SEWER LINE, AS REQ'D	SOLAR MESA AVE	EAST TERMINUS OF CITY PROJECT #775481	STREET X			
			8" DIA	SANITARY SEWER LINE, AS REQ'D	STREET X	SOLAR MESA AVE	APPROX 100 LF NORTH OF EAST ENTRANCE OF TRACT 4-3-A			
			PHASE 1 (BLDG 2) 12" DIA	WATERLINE W/ REC. VALVES, FITS, H.T.S. & R.T.S. STUB OUTS TO BUILDING 1 SITE	SOLAR MESA AVE	EAST TERMINUS OF CITY PROJECT #775481	STREET X			
			12" DIA	WATERLINE W/ REC. VALVES, FITS, H.T.S. & R.T.S. STUB OUTS TO BUILDING 2 SITE	STREET X	SOLAR MESA AVE	NORTH PROPERTY LINE OF TRACT 4-3-A			



FINANCIAL GUARANTY AMOUNT

12/14/2006

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

Project Description:

Project ID #: 775484, Mesa del Sol-Buildings 2 & 3, Ph. 2, Phase/Unit #: 1

Requested By: Jeffrey Mulbery, P.E. - Bohannon Huston, Inc.

Approved estimate amount:		\$194,042.00
Contingency Amount:	10.00%	\$19,404.20
Subtotal:		\$213,446.20
NMGRT	6.875%	\$14,674.43
Subtotal:		\$228,120.63
Engineering Fee	6.60%	\$15,055.98
Testing Fee	2.00%	\$4,562.41
Subtotal:		\$247,739.00
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$309,673.75</u>

APPROVAL:

DATE:

12/14/06

Notes:

No. of Lots:
Nearest Major Streets

FIGURE 12

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

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 21st day of February, 2007, 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 Mesa Del Sol, LLC, a New Mexico limited liability company ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] Limited Liability, whose address is 801 University Blvd. Suite 200 87106 and whose telephone number is 400-3021, 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:] a portion of Tract 4-A, Mesa Del Sol, LLC **, recorded on 12/22/2006 in the records of the Bernalillo County Clerk at Book 2006C, pages 197 through XXXXXXX (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:] Mesa Del Sol, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Tract 4-A-3 of Mesa Del Sol *** describing Subdivider's Property.

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

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 2 day of January, 2009 ("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. 7754-837.

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

Figure 12 - page 1

09/04

** Plat of Mesa Del Sol, LLC, Tracts 4-A, 4-B, and 4-C,

*** Tracts 4-A-1, 4-A-2, and 4-A-3.



Macale Toulouse

Bern Co

AGRF

P 19 00

2007022809

6612758

Page: 1 of 6

02/23/2007 02:41P

DL-0100 DL-0755

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 _____, 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: Claim and Notice of Lien
Amount: \$715,151.63 Name of Financial Institution or Surety _____
Date City first able to call Guaranty: January 2, 2009
[Construction Completion Deadline]: January 2, 2009
If Guaranty other than a Bond, last day City able to call Guaranty is:
March 2, 2009
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.

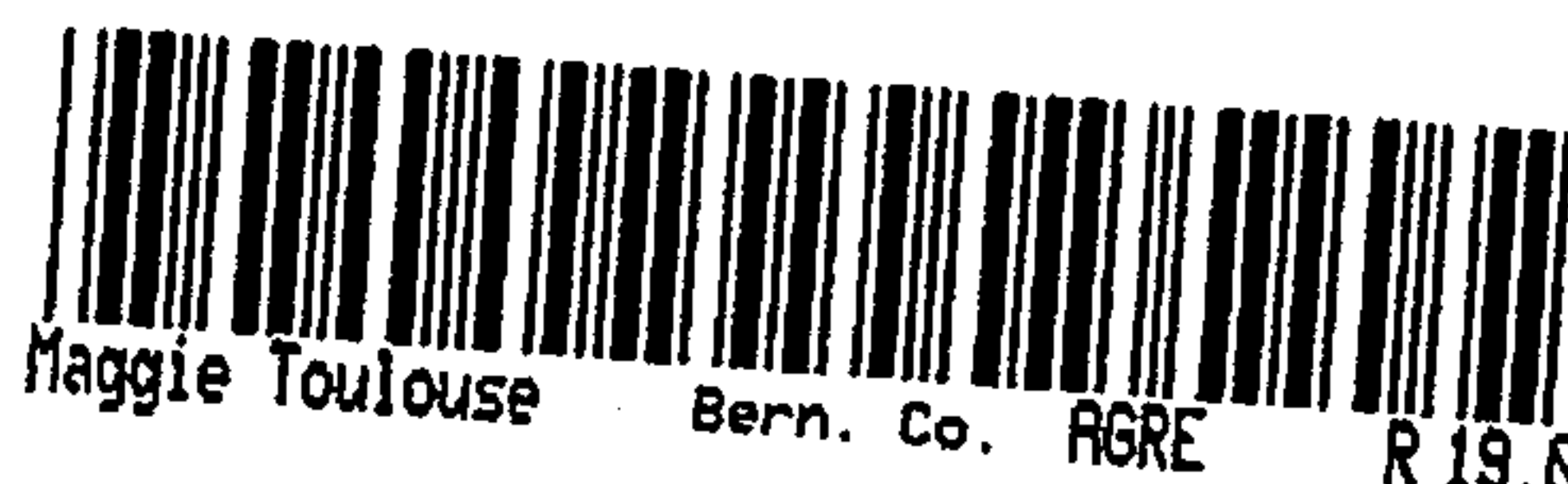
17. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

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:

By [Signature]: [Signature]
Name: Michael D. Daly
Title: Chief Operations Officer, Member
Dated: 1/25/07

CITY OF ALBUQUERQUE
[Signature]
City Engineer
Dated: 2-21-07

2-9-07

SUBDIVIDER'S NOTARY

STATE OF NM)
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on 25th day of January, 2007 by [name of person:] Michael D. Daly, [title or capacity, for instance, "President" or "Owner":] Chief Operations Officer, member of [Subdivider:] Mesa Del Sol, LLC.

[Signature]
Notary Public



My Commission Expires: 12/20/09

CITY'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

This instrument was acknowledged before me on 21 day of February, 2007 by Richard Douste, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: July 5, 2010

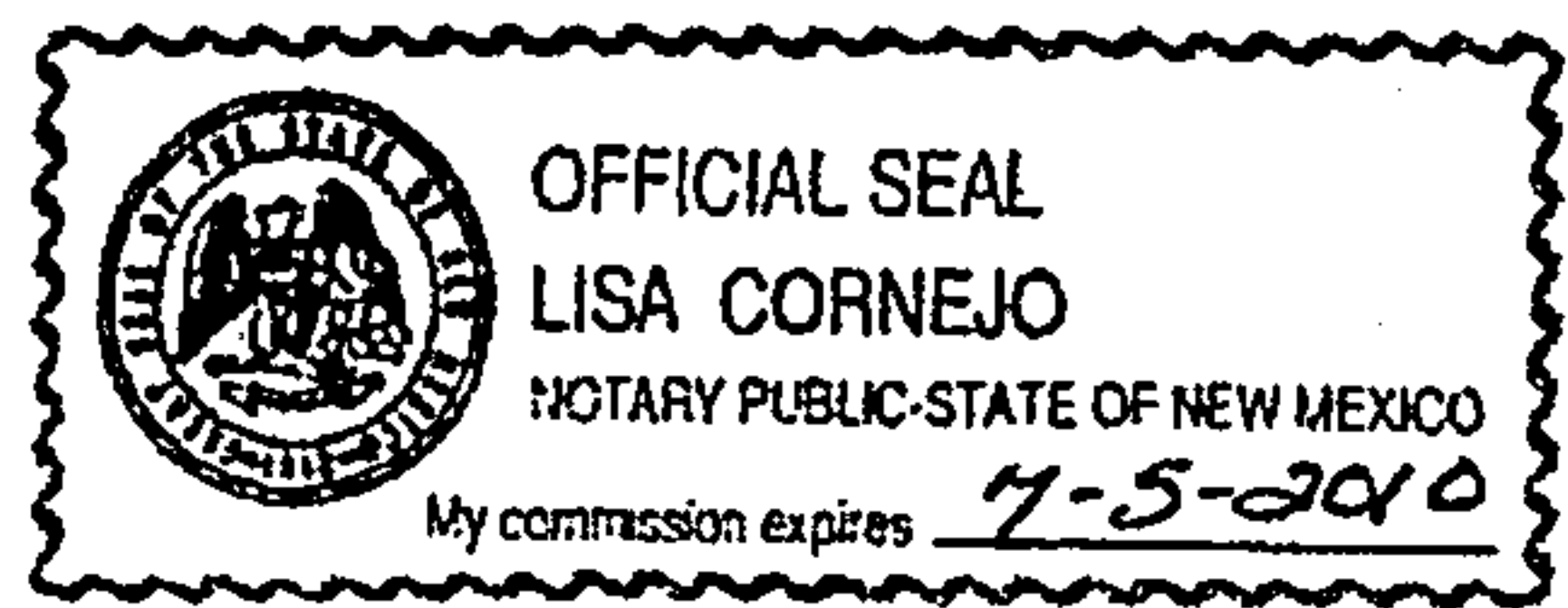


EXHIBIT A AND POWER OF ATTORNEY ATTACHED

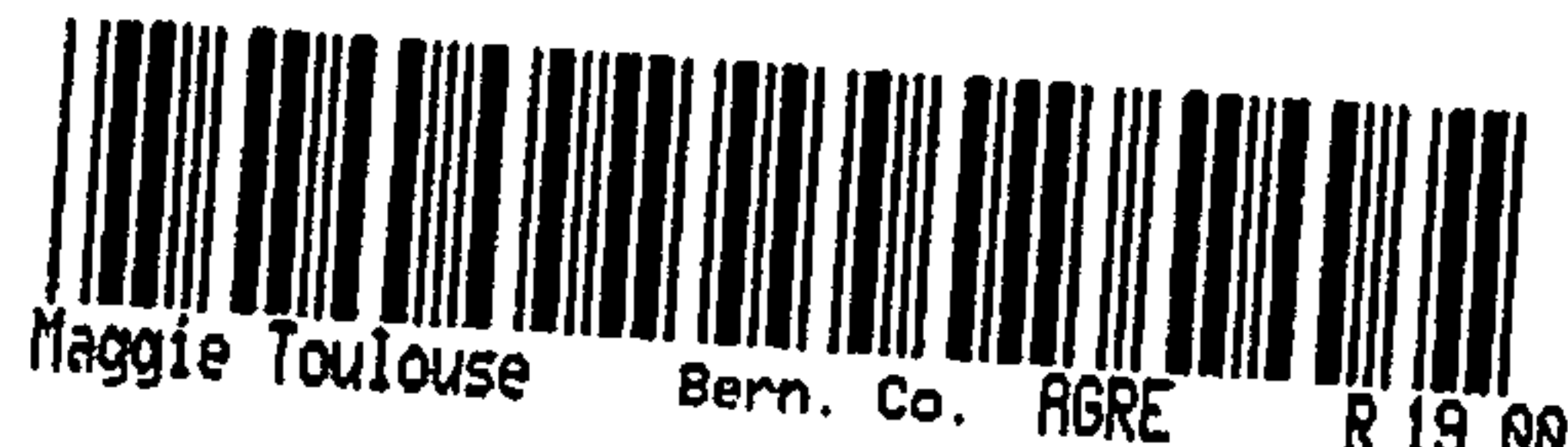


Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: MESA DEL SOL
Buildings 2 & 3, Ph. 1

SUBDIVIDER: Mesa del Sol, LLC

CITY PROJECT NO.: 775483

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) Mesa del Sol Employment Center Phase I, Buildings 2 and 3, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (Name of owner and/or subdivider) Mesa del Sol, LLC, a New Mexico limited liability company, and recorded in the office of the Clerk of Bernalillo County, New Mexico, in Misc. Book _____ at page(s) _____. This Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended, and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: Mesa del Sol, LLC, a New Mexico limited liability company

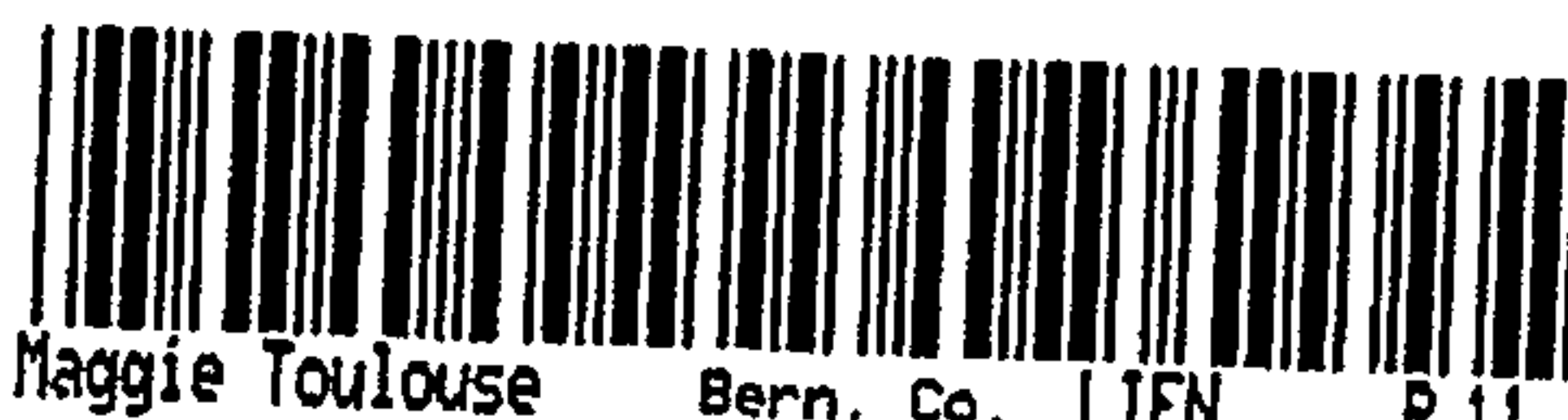
ADDRESS OF OWNER: 801 University, NE, Suite 200
Albuquerque, New Mexico 87106

LEGAL DESCRIPTION: Tract 4-A-3 of MESA DEL SOL TRACTS 4-A-1, 4-A-2,
& 4-A-3

FORMER LEGAL DESCRIPTION:

A portion of Tract 4-A, Mesa del Sol, LLC, Plat of Mesa del Sol, LLC, Tracts 4-A, 4-B and 4-C, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on December 22, 2006, in Book 2006-C, Folio 197

AMOUNT: \$715,151.63 plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing this Claim and Notice of Lien.



Maggie Toulouse

Bern. Co. LIEN

R 11.00

2007029808

6612755

Page: 1 of 2

02/23/2007 02:41P

Bk-A132 Pg-9754

PERIOD OF TIME COVERED: Expiration of construction completion deadline: January 2, 2009. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at any time the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the improvements will occur.

WITNESS my hand and seal this ____ day of January, 2007.

Milly Cantillana

City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Richard Dourte

Richard Dourte, City Engineer

Date: 2-21-07

2-9-07

*He
2/21/07*

STATE OF NEW MEXICO)

)ss.

COUNTY OF BERNALILLO)

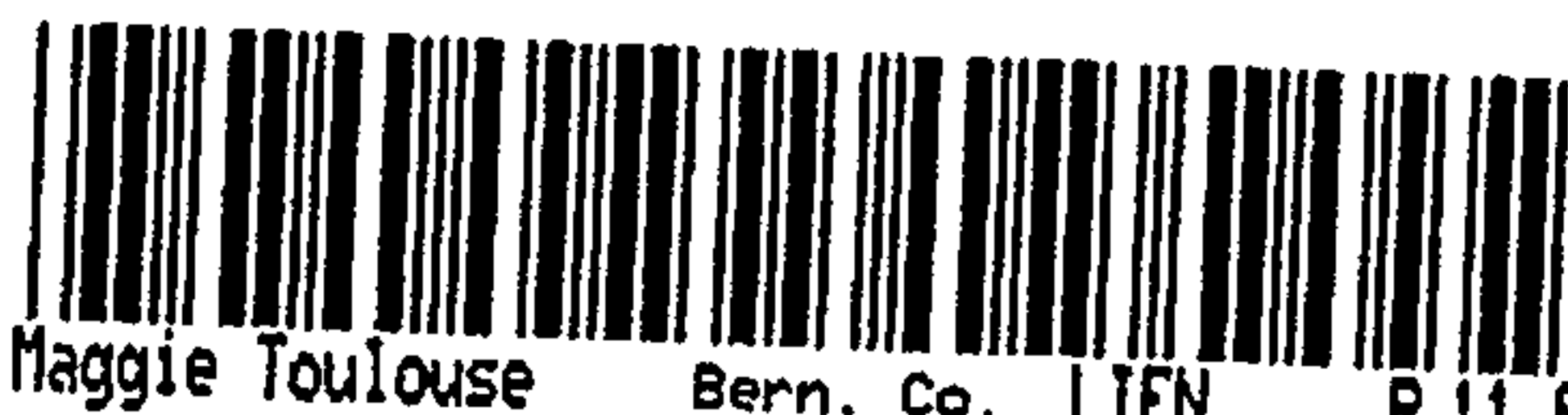
On this the 21st day of February, 2007, before me appeared Milly Cantillana to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed on behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledged said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

Antonetti J. Candubria
Notary Public

My Commission Expires:

2/17/09

H:\forestcity\jam\buildings 2 and3 site plan\jam\legaldoc\municipal lien Phase1.doc\1/23/2007 2:08 PM



Maggie Toulouse Bern. Co. LIEN R 11.00

20070229008
6612755
Page: 2 of 2
02/23/2007 02:41P
Bk-A132 Pg-9754

ORIGINAL

Figure 12

INFRASTRUCTURE LIST

FOR SITE PLAN FOR BUILDING PERMIT

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

Buildings 2 and 3
(Mesa del Sol)

DRB Project No. 1004872

06 DRB-06 01491

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 applicant 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 guarantees. Likewise, if the DRC Chair determines that applicant 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 applicant/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 which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Chst Engineer
PUBLIC ROADWAY IMPROVEMENTS									
PHASE 1 (BLDG 2)									
		24' FC-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 1600 LF APPROX.; 40' F TO FAT FULL BUILD OUT)	SOLAR MESA AVE. (NORTH SIDE OF ROW), 1600ft	EAST TERMINUS OF CITY PROJECT #775481	STREET X			
		24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 450 LF APPROX.; 40' F TO FAT FULL BUILD OUT)	STREET X (WEST SIDE OF THE ROW), 440ft	SOLAR MESA AVE.	NORTH PROPERTY LINE OF TRACT 4-3-A			
PHASE 2 (BLDG 3)									
		24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 450 LF APPROX.; 40' F TO FAT FULL BUILD OUT)	STREET X (WEST SIDE OF THE ROW), 420ft	NORTH PROPERTY LINE OF TRACT 4-3-A	INDUSTRIAL ROAD 1			
		24' F-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, SIDEWALK, STREET LIGHTS (1/2 STREET IMPROVEMENT - 700 LF APPROX.; 28' F TO FAT FULL BUILD OUT)	INDUSTRIAL ROAD 1, 700ft	STREET X	WEST PROPERTY LINE OF TRACT 4-4-A			
PUBLIC SANITARY SEWER IMPROVEMENTS									
PHASE 1 (BLDG 2)									
		12" DIA	SANITARY SEWER LINE, AS REQ'D 1600ft	SOLAR MESA AVE 4 MH	EAST TERMINUS OF CITY PROJECT #775481	STREET X			
		8" DIA	SANITARY SEWER LINE, AS REQ'D 540ft	STREET X 2 MH	SOLAR MESA AVE.	APPROX. 100 LF NORTH OF EAST ENTRANCE OF TRACT 4-3-A			
PUBLIC WATERLINE IMPROVEMENTS									
PHASE 1 (BLDG 2)									
		12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJ/S, STUB OUTS TO BUILDING 2 SITE 1600ft	SOLAR MESA AVE. 12" Valve - 4 FH - 2 (60' w/ 2 valves) STREET X	EAST TERMINUS OF CITY PROJECT #775481	STREET X			
		12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJ/S, STUB OUTS TO BUILDING 2 SITE 440ft	STREET X 12" Valve - 1 FH - 2 (20' w/ 2 valves)	EAST TERMINUS OF CITY PROJECT #775481	NORTH PROPERTY LINE OF TRACT 4-3-A			

ORIGINAL

Location To

Private Inspector City Inspector City Crst Engineer

Private Inspector	_____	City Inspector	_____	City Crst Engineer	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

STREET X NORTH PROPERTY LINE INDUSTRIAL ROAD 1
OF TRACT 4-3-A

INDUSTRIAL ROAD 1 STREET X WEST PROPERTY LINE
OF TRACT 4-4A

WATERLINE W/ NEC. VALVES
FHS, MJS & RJS, STUB OUTS TO
BUILDING 2 SITE 420ft

WATERLINE W/ NEC. VALVES
FHS, MJS & RJS, STUB OUTS TO
BUILDING 2 SITE 700ft

PHASE 2 (BLDG 3)
12" DIA

12" DIA

PUBLIC/PRIVATE STORM DRAIN IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)

DRAINAGE IMPROVEMENTS (RETENTION POND FOR SITE, ROAD, AND OFFSITE OUTFALL - APPROX. 6 AC-FT) WITHIN TEMPORARY PUBLIC POND EASEMENT AND COVENANT (PRIVATELY OWNED AND MAINTAINED.)

PRIVATE IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)

AGENT/OWNER

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

JEFFERY L. MULBERRY 10/18/2006 DATE
 PREPARED BY, PRINT NAME

BOHANNAN HUSTON INC. DATE
 FIRM:

Christina Sandoval 10/25/06 DATE
 PARKS & GENERAL SERVICES

Roger Sloan 10/25/06 DATE
 UTILITY DEVELOPMENT

Bradley L. Dingham 10/25/06 DATE
 AMAFCA CITY ENGINEER

TRANSPORTATION DEVELOPMENT DATE 10-25-06

MAXIMUM TIME ALLOWED TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/OWNER



FINANCIAL GUARANTY AMOUNT

12/14/2006

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

Project Description:

Project ID #: 775483, Mesa del Sol Buildings 2&3, Ph.1, Phase/Unit #: 1

Requested By: Jeffrey Mulbery, P.E. - Bohannon Huston, Inc.

Approved estimate amount:		\$448,115.00
Contingency Amount:	10.00%	\$44,811.50
Subtotal:		\$492,926.50
NMGRT	6.875%	\$33,888.70
Subtotal:		\$526,815.20
Engineering Fee	6.60%	\$34,769.80
Testing Fee	2.00%	\$10,536.30
Subtotal:		\$572,121.30
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$0.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$715,151.63</u>

APPROVAL:

DATE:



12/14/06

Notes: