



DRB CASE ACTION LOG (Preliminary/final Plat)

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

DRB Application No.: 11DRB-70184

Project # 1006606

Project Name: Video Adn.

Agent: Precision Surveys Inc.

Phone No.:

Your request was approved on 8-3-11 by the DRB with delegation of signature(s) to the following departments.

OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED:

TRANSPORTATION:

ABCWUA:

CITY ENGINEER / AMAFCA:

PARKS / CIP:

PLANNING (Last to sign): dxp
- label streets / Vicinity Map

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.**

4. **Project# 1006606**
11DRB-70030 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL
PRECISION SURVEYS INC agent(s) for NEW MEXICO WOFLE PROPERTIES LLC request(s) the above action(s) for all or a portion of Lot(s) B-1-B, **VIDEO ADDITION** zoned C-2, located on EUBANK BLVD SE BETWEEN CENTRAL SE AND SOUTHERN SE containing approximately .6101 acre(s). (L-20 & L-21) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AGIS DXF AND TO LABEL STREETS/VICINITY MAP.**

5. **Project# 1008683**
11DRB-70209 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL
ALPHA PROFESSIONAL SURVEYING agent(s) for RICHARD K WOLFSON request(s) the above action(s) for all or a portion of Lot(s) 14-A, Block(s) D, **SUNSHINE TERRACE ADDITION** zoned R-1, located on SUNCHINE TERRACE AVE BETWEEN UNIVERSITY AND BUENA VISTA containing approximately .2869 acre(s). (L-15) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO ABCWUA FOR NEW SERVICE AND TO PLANNING TO REFERENCE VARIANCE AND BLANKET DRAINAGE EASMENT FOR NORHT LOT.**

6. **Project# 1000831**
11DRB-70187 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL
MASTERWORKS ARCHITECTS INC. agent(s) for RICHARD B. SAYLOR request(s) the above action(s) for all or a portion of Tract(s) A & B, **HORIZON ACADEMY** zoned SU-1/IP USES, located on 1800 & 1900 ARTISCO RD NW containing approximately 8.89 acre(s). (H-11) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AGIS DXF.**

7. **Project# 1001628**
11DRB-70193 EXT OF SIA FOR TEMP
DEFR SDWK CONST
JUDE L. BACA request(s) the above action(s) for all or a portion of **MESA RIDGE** zoned SU-1, located near COORS AND MONTANO (E-11) **A TWO YEAR EXTENSION TO THE AGREEMENT FOR THE DEFERRAL OF SIDEWALKS WAS APPROVED.**

8. **Project# 1004906**
11DRB-70154 SUBDN DESIGN
VARIANCE FROM MIN DPM STDS
11DRB-70168 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL
THOMPSON ENGINEERING CONSULTANTS, INC & CARTESIAN SURVEYS INC agent(s) for THOMAS SLATES request(s) the above action(s) for all or a portion of Tract(s) 118-C, 118-D, &118-E, **MRGCD MAP 32** zoned R-1, located on GUADALUPE TR NW BETWEEN GRIEGOS RD NW AND MONTANO RD NW containing approximately 2.06 acre(s). (F-14)**THE SUBDIVISION VARIANCE WAS APPROVED. WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED 8/3/11, AND WITH AN APPROVED GRADING AND DRAINAGE PLAN ENGINEER STAMP DATED 7/22/11, THE PRELIMINARY PLAT WAS APPROVED PENDING A 15 DAY APPEAL PERIOD. FINAL PLAT WAS DEFERRED FOR THE SIA**

9. Other Matters: None.
ADJOURNED:

6. **Project# 1008589**
 10DRB-70327 VACATION OF PUBLIC RIGHT-OF-WAY
 10DRB-70328 VACATION OF PUBLIC EASEMENT
 10DRB-70329 MINOR - TEMPORARY DEFERAL SIDEWALK CONST
 10DRB-70330 MAJOR - PRELIMINARY PLAT APPROVAL
- ESMAIL HAIDARI request(s) the referenced/ above action(s) for all or a portion of Lot(s) 15, 16, AND 18, Block 1, **NORTH ALBUQUERQUE ACRES Tract 2, Unit 3**, zoned R-D, located on the west side of WYOMING BLVD NE between EAGLE ROCK NE and MODESTO AVE NE containing approximately 2.3961 acre(s). (C-19) *{Deferred from 1/26/11}* **DEFERRED TO 3/2/11 AT THE AGENT'S REQUEST.**

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

7. **Project# 1003532**
 11DRB-70031 EPC APPROVED SDP FOR BUILD PERMIT
- CONSENSUS PLANNING agent(s) for G & R PARTNERSHIP request(s) the above action(s) for all or a portion of Lot(s) 17A, Block(s) 9, Tract(s) , **ALBUQUERQUE ACRES Unit(s) 3**, zoned SU-1 MIXED USE, located on WYOMING BLVD NE BETWEEN HOLLY NE AND CARMEL NE containing approximately .57 acre(s). [REF:] (C-19) **THE SITE DEVELOPMENT PLAN FOR BUILDING PERMIT WAS APPROVED WITH FINAL SIGN-OFF DELEGATED TO TRANSPORTATION TO COMPLY WITH WRITTEN COMMENTS AND TO PLANNING TO REVISE LANSCAPE PLAN SPECIFYING TRAFFIC RATED VALVE LID. 3 COPIES OF THE APPROVED SITE PLAN MUST BE PROVIDED TO THE PLANNING DEPARTMENT.**
8. **Project# 1000936**
 11DRB-70016 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL
 11DRB-70017 EPC APPROVED SDP FOR BUILD PERMIT
 11DRB-70018 EPC APPROVED SDP FOR SUBDIVISION
- TIERRA WEST LLC agent(s) for DIAMOND SHAMROCK STATIONS, INC. request(s) the above action(s) for all or a portion of Lot(s) H-1, **ZOLIN, KUNATH, TRES EQUINAS, LLC & CURB, INC.**, zoned SU-1/ C-1, located on UNSER BLVD NW BETWEEN MCMAHON BLVD NW AND CALLE PERRO NW containing approximately 2.92 acre(s). (A-11) *[Deferred from 2/2/11]* **DEFERRED TO 2/23/11 AT THE AGENT'S REQUEST.**

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

9. **Project# 1006606**
 11DRB-70030 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL
- PRECISION SURVEYS INC agent(s) for NEW MEXICO WOFLE PROPERTIES LLC request(s) the above action(s) for all or a portion of Lot(s) B-1-B, Block(s) , Tract(s) , **VIDEO ADDITION Unit(s)** , zoned C-2, located on EUBANK BLVD SE BETWEEN CENTRAL SE AND SOUTHERN SE containing approximately .6101 acre(s). [REF:] (L-20 & L-21) **DEFERRED TO 3/2/11 AT THE AGENT'S REQUEST.**

HEARINGS DATE 2-16- (AIF)



DRB CASE ACTION LOG

(SDP - BP)

REVISED 10/08/07

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

DRB Application No.: 09DRB-70356 Project # 1006606
 Project Name: VILDE ADDITION
 Agent: MODULUS ARCHITECTS Phone No.: _____

Your request was approved on 12-2-09 by the DRB with delegation of signature(s) to the following departments.

OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: _____

UTILITIES: - revise Utility Plan

CITY ENGINEER / AMAFCA: _____

PARKS / CIP: _____

PLANNING (Last to sign): - address transportation comments
- Case Planner approval

- 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.**

PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
TRANSPORTATION SECTION

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO: 1006606

AGENDA ITEM NO: 7

SUBJECT:

SITE PLAN FOR BUILDING PERMIT

ENGINEERING COMMENTS:

- ✓ Provide a detail for the wheelchair ramps located within the site. Define the maximum slope (1:12).
- ✓ Clarify the location of the proposed public roadway easement. A recorded copy of this easement must be provided prior to sign off by ~~Transportation Development~~.
- ✓ Provide a build note for the proposed ramps within City right of way. Refer to City of Albuquerque Standard Number 2441.

Delegated to planning

RESOLUTION:

APPROVED ; DENIED __; DEFERRED __; COMMENTS PROVIDED __; WITHDRAWN __

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

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

SIGNED:

Kristal D. Metro
Transportation Development

505-924-3991

DATE: DECEMBER 2, 2009

7. **Project#-10066063**
09DRB-70356 EPC APPROVED SDP
FOR BUILD PERMIT

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

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

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

09DRB-70341 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL

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

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

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

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

18
18
18
18
18

M E M O

Date: Dec. 1, 2009

To: Jack Cloud, DRB Chair

From: Carol Toffaleti, Planner
Current Planning Division, City of Albuquerque Planning Department
Tel 924-3345, cgtoffaleti@cabq.gov

Re: Project #1006606, SDP Building Permit – Burger King on Eubank SE

The EPC approved the site development plan at a public hearing on May 21, 2009, subject to 15 conditions.

The applicant subsequently met with the staff planner on Nov. 17th. However, the DRB submittal does not satisfy the following EPC conditions:

- #3 - Staff planner delegates review to the DRB. However, note that the two-way directional arrows on the site drives should be transposed.
- #5 – The wall should be 4' high and have a stucco finish, i.e. the same as the refuse enclosure (detail 11 on C7) to match the building.
- #6 – A slight increase in the number of parking spaces is shown (33 instead of 30). The staff planner requests that one space be eliminated in front of the building to more safely accommodate the pedestrian walkway, bicycle rack and motorcycle spaces, along with the drive-thru lane and associated signage and screening. Between 30 and 32 spaces would be acceptable.
- #7.d – Replace the shrubs in the landscaped bed at the east edge of the site between the two site drives with a shade tree and evergreen ground cover (i.e. low plant).
- #10 – All the notes, including from C3, should be grouped under one heading on the site plan (C2).
- #11.a.i – Add a note that the Austrian pines shall branch low to screen the drive-thru lane.
- #11.a.ii – Since the refuse enclosure was rotated, the shrubs on the *northeast* need to be evergreen.
- #11.c – Evidence that Home Depot is not allowing landscaping to the south has not been received.
- #11.d – The curb cuts need to be keyed or labeled on the landscape plan. Also, curb cuts can be added to other parking end islands/caps.
- #11.e – Not met. Also, reinstate symbols and whether plants are evergreen or deciduous.

- #11.f – not met.
- #11.g – Include organic mulch.
- #11.h – not met.
- #11.i – Coordinate with #6
- #11.j. – i. Not met.
 - ii. Street trees must be placed less than 20' from ROW and have 2" caliper. Revise street tree calculations.
 - iii. Do Austrian pines conflict with PUE on Eubank Blvd.?
- #12 – Missing from cover letter. Staff planner delegates review to the DRB.
- #13 Electrical utilities – Applicant's response does not apply. Staff planner delegates review to the DRB.
- #14.a – Information on materials, colors and illumination are not provided for sign details 3, 6, 8 and 9 on sheet C7.
- #14.b – References not provided for traffic signs 8, 9 and 11, and for drive-thru signs 14, 15, and 16.
- #14.d – Not shown.
- #15 – Not met.

In addition, the following elements need correcting:

- The scale on all plan sheets is slightly off, i.e. 1" = 19.5' instead of 20'.
- Reinstate sequential sheet numbers as per the EPC submittal, i.e. sheet 1 of 7, etc.
- Delete traffic control note 17 as it appears to be a duplicate.
- The site layout on the utility and the grading & drainage plans needs updating.
- Some of the data (spot elevations, etc.) on the grading & drainage plan are not legible.
- The plan detail of the refuse enclosure on sheet C7 has the side opening facing the wrong direction. It should face southeast as shown on the site plan (C2)

Please contact me if you have any questions or concerns.

Carl Toffaleti

Complete



DRB CASE ACTION LOG (Preliminary/final Plat)

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

DRB Application No.: 11DRB-70184

Project # 1006606

Project Name: Video Addn.

Agent: Precision Surveys Inc.

Phone No.:

Your request was approved on 8-3-11 by the DRB with delegation of signature(s) to the following departments.

OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED:

TRANSPORTATION: _____

ABCWUA: _____

CITY ENGINEER / AMAFCA: _____

PARKS / CIP: _____

PLANNING (Last to sign): dxp
- label streets / Vicinity Map

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.**

6606

DXF Electronic Approval Form

DRB Project Case #: 1006606

Subdivision Name: VIDEO ADDITION TRACTS B1B1 & B1B2

Surveyor: LARRY W MEDRANO


Contact Person: LARRY W MEDRANO

Contact Information: 856-5700

DXF Received: 8/8/2011

Hard Copy Received: 8/3/2011

Coordinate System: NMSP Grid (NAD 83)



Approved

8/8/11

Date

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

AGIS Use Only

Copied fc6606 to agiscov on 8/8/2011 Contact person notified on 8/8/2011

6606

DXF Electronic Approval Form

DRB Project Case #: 1006606

Subdivision Name: VIDEO ADDITION TRACTS B1B1 & B1B2

Surveyor: LARRY W MEDRANO

Contact Person: LARRY W MEDRANO

Contact Information: 856-5700

DXF Received: 2/11/2011

Hard Copy Received: 2/11/2011

Coordinate System: NMSP Grid (NAD 83)


Approved

2-11-2011
Date

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

AGIS Use Only
Copied fc **6606** to agiscov on **2/11/2011** Contact person notified on **2/11/2011**

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

02/08/2011 Issued By: E08375 99934

STANDARD APPLICATION, Paper Plans Required

Permit Number: 2011 070 030 **Category Code 910**

Application Number: 11DRB-70030, Minor - Preliminary/ Final Plat Approval

Address:

Location Description: EUBANK BLVD SE BETWEEN CENTRAL SE AND SOUTHERN SE

Project Number: 1006608

Applicant
NEW MEXICO WOFLE PROPERTIES LLC
RON WOLFE
10800 EAST CACTUS RD #42
SCOTTSDALE AZ 85259
408-425-3100

Agent / Contact
Precision Surveys Inc
Larry Medrano
4900 Alameda Blvd Ne Suite A
Albuquerque NM 87113

larry@presurv.com

Application Fees

441018/4943000	APN Fee	
441032/3418000	Conflict Mgmt Fee	\$20.00
441006/4958000	DRB Actions	\$285.00
TOTAL:		\$305.00

City Of Albuquerque
Treasury Division

2/8/2011 4:01PM LOC: ANNX
WS# 007 TRANS# 0021
RECEIPT# 00141067-00141067
PERMIT# 2011070030 TRSANB
Trans Amt \$305.00
Conflict Manag. Fee \$20.00
DRB Actions \$285.00
CK \$285.00
CK \$20.00
CHANGE \$0.00

Thank You

ROUTING SHEET FOR DRB & EPC REVIEWS

Date: 4/14/09

The following case or applications are being sent to your command and/or office for review:

DRB: _____

EPC: 100.6606

Please return originals to Lupe Gallegos @ 768-2175, APD/Planning Division, by: 4/17/09 (to expedite fax comments forms to 768-2324 on/before date).

_____ **VALLEY AREA COMMAND**

Yvette Garcia



_____ **SOUTHEAST AREA COMMAND**

Laura Kuehn

_____ **WESTSIDE AREA COMMAND**

Bill Jackson

_____ **CRIME PREVENTION**

(FH and NE) Steve Sink

REVIEWED BY: Laura Kuehn PHONE: 256-29109

DATE: 4/17/09

DRB/EPC/LUCC APPLICATION CHECKLIST

A review of ^{EPC} DRB Case 1006606 indicates the following problems or crimes may occur or that the following concerns may need to be evaluated or addressed on this site or in this area. These comments do not indicted that a thorough CPTED evaluation has been done, or that other criminal activities may not occur.

- Traffic volume/*Explain:*
- Traffic control devices/*Explain:*
- Burglaries/*Explain:*
- Speeding violations/*Explain:*
- Lighting issues/*Explain:*
- Maintenance of landscaping/*Explain:*
- Robbery/*Explain:*
- Assault/*Explain:*
- Shoplifting/*Explain:*
- Accidents in the parking lot/*Explain:*
- A higher probability of crimes during evening/weekend hours/*Explain:*
- Commercial burglary/*Explain:*
- Rape/*Explain:*
- Adequate security/*Explain:*
- Alarm security/*Explain:*
- Alarm response i.e. false alarms, etc/*Explain:*
- Transients/*Explain:*
- Need for neighborhood association/*Explain:*

Other:
None

EPC APPLICATION CHECKLIST

Project #: 1006606

Name, location and service area of the nearest Police station?

Jeffrey Cole Russell Memorial Substation
12800 Lomas NE

Eubank east
to city limits

Any plans for expansion of existing facilities or plans for new facilities in the area?

Yes

No

CPTED comments on site layout and building design.

See attached

None necessary

Any other information that will aid the decision-making process.

Reviewed by:

Aanna Kuehn

Date:

4/17/09

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

11/17/2009 Issued By: PLNSDH 81418

Permit Number: 2009 070 356 **Category Code 910**

Application Number: 09DRB-70356, Epc Approved Sdp For Build Permit

Address:

Location Description: EUBANKS SE BETWEEN SOUTHERN BLVD SE AND CENTRAL AVE SE

Project Number: 1008608

Applicant
Burger King

Agent / Contact
Modulus Architects Inc

NM

2325 San Pedro Ne Ste B
Albuquerque NM 87110
338-1499

Application Fees

441018/4971000	Public Notification	
441032/3424000	Conflict Mgmt Fee	\$20.00
441008/4983000	DRB Actions	
TOTAL:		\$20.00

City Of Albuquerque
Treasury Division

11/17/2009 1:56PM LOC: AR:IX
WS# 007 TRANS# 0022
RECEIPT# 00123631-00123631
PERMIT# 2009070356 TRSEXG
Trans Amt \$20.00
Conflict Manag. Fee \$20.00
VI \$20.00
CHANGE \$0.00

Thank You

PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
TRANSPORTATION SECTION

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO: 1006606

AGENDA ITEM NO: 4

SUBJECT:

FINAL PLAT
PRELIMINARY PLAT

ENGINEERING COMMENTS:

No adverse comments.

RESOLUTION:

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

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

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

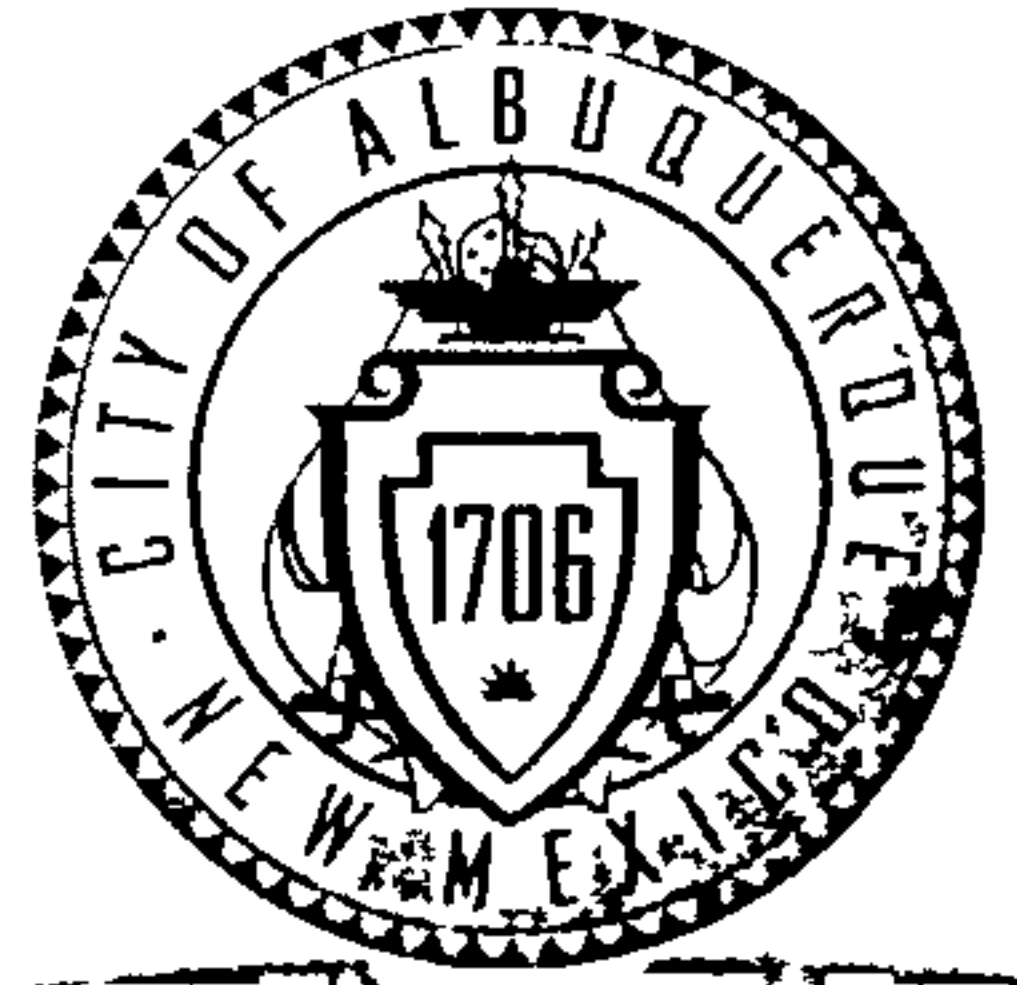
SIGNED:

Kristal D. Metro
Transportation Development

505-924-3991

DATE: AUGUST 3, 2011

CITY OF ALBUQUERQUE



CITY OF ALBUQUERQUE

PLANNING DEPARTMENT

HYDROLOGY DEVELOPMENT SECTION

DEVELOPMENT REVIEW BOARD MEMO

DRB PROJECT NO: 1006606

AGENDA ITEM NO: 4

SUBJECT:

Plat Approval

ENGINEERING COMMENTS:

The quality of the vicinity map should be improved so that Central and Southern Avenues are legible. Else, Hydrology has no objection.

PO Box 1293 **RESOLUTION COMMENTS:**

Albuquerque

NM 87103

www.cabq.gov

SIGNED:

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

DATE: 8-3-11



OFFICE LOCATION:
5571 Midway Park Place, NE
Albuquerque, NM 87109
MAILING ADDRESS:
PO Box 90636
Albuquerque, NM 87199
866.442.8011 TOLL FREE
505.856.5700 PHONE
505.856.7900 FAX
www.precision-surveys.com

July 21, 2011

Mr. Jack Cloud, Chair
Development Review Board
Planning Development Services Division
600 2nd Street NW
Albuquerque, NM 87102

**RE: DRB CASE #10060606 - REQUEST FOR APPROVAL OF MINOR
SUBDIVISION TO SUBDIVIDE TRACT B-1-B VIDEO ADDITION INTO TWO
NEW LOTS.**

Dear Mr. Cloud:

On behalf of our client, New Mexico Wolfe Properties, LLC., we request the above referenced case that was indefinitely deferred from the February 16, 2011 hearing, be placed on the DRB agenda for the July 27th hearing.

Enclosed are six copies of the revised plat. If you have any questions or need additional information, please do not hesitate to contact me at 856-5700.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry W. Medrano', is written over the typed name.

Larry W. Medrano



DRB CASE ACTION LOG *(Preliminary/Final Plat)*

DRB Application No.: 11DRB-70030

Project # 1006606

Project Name: *Video Addition*

Agent: *Precision Surveys Inc.*

Phone No.:

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

Your request was approved on _____ by the DRB with delegation of signature(s) to the following departments.

OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED:

TRANSPORTATION: _____

ABCWUA: _____

CITY ENGINEER / AMAFCA: _____

PARKS / CIP: _____

PLANNING (Last to sign): _____

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

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



Supplemental form

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

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

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

APPLICATION INFORMATION:

Professional/Agent (if any): Precision Surveys, Inc. PHONE: 856-5700
 ADDRESS: P.O. Box 90636 FAX: 856-7900
 CITY: Albuquerque STATE NM ZIP 87199 E-MAIL: Larry@presurv.com
 APPLICANT: Ron Wolfe - New Mexico Wolfe Properties LLC PHONE: 406-425-3100
 ADDRESS: 10800 East Cactus Rd #42 FAX: N/A
 CITY: Scottsdale STATE AZ ZIP 85259 E-MAIL: _____

Proprietary interest in site: owner List all owners: _____

DESCRIPTION OF REQUEST: Subdivide existing tract into two new tracts

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

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

Lot or Tract No. B-1-B Block: _____ Unit: _____
 Subdiv/Addn/TBKA: VIDEO Addition
 Existing Zoning: C-2 Proposed zoning: _____ MRGCD Map No _____
 Zone Atlas page(s): L-20-Z and L-21-Z UPC Code: 1-021-056-016-423-20255

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_, Z_, V_, S_, etc.): Z-449
DRB-99-194, Z-94-45, Z-70-75, DRB-94-188

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? _____
 No. of existing lots: 1 No. of proposed lots: 2 Total area of site (acres): 0.6101
 LOCATION OF PROPERTY BY STREETS: On or Near: 200 Eubank Blvd. SE
 Between: Eubank and Southern

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

SIGNATURE Andrey Herrera DATE 2/8/11
 (Print) Andrey Herrera Applicant: Agent:

FOR OFFICIAL USE ONLY

Form revised 4/07

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

Application case numbers	Action	S.F.	Fees
<u>11DRB - 70030</u>	<u>P/F</u>	_____	<u>\$ 285.00</u>
_____	<u>CMF</u>	_____	<u>\$ 20.00</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Hearing date Feb 16 2011

Total
\$ 305.00

[Signature] 2-8-11
 Planner signature / date

Project # 1006606

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

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

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

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

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

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

Extension of preliminary plat approval expires after one year.

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

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

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

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

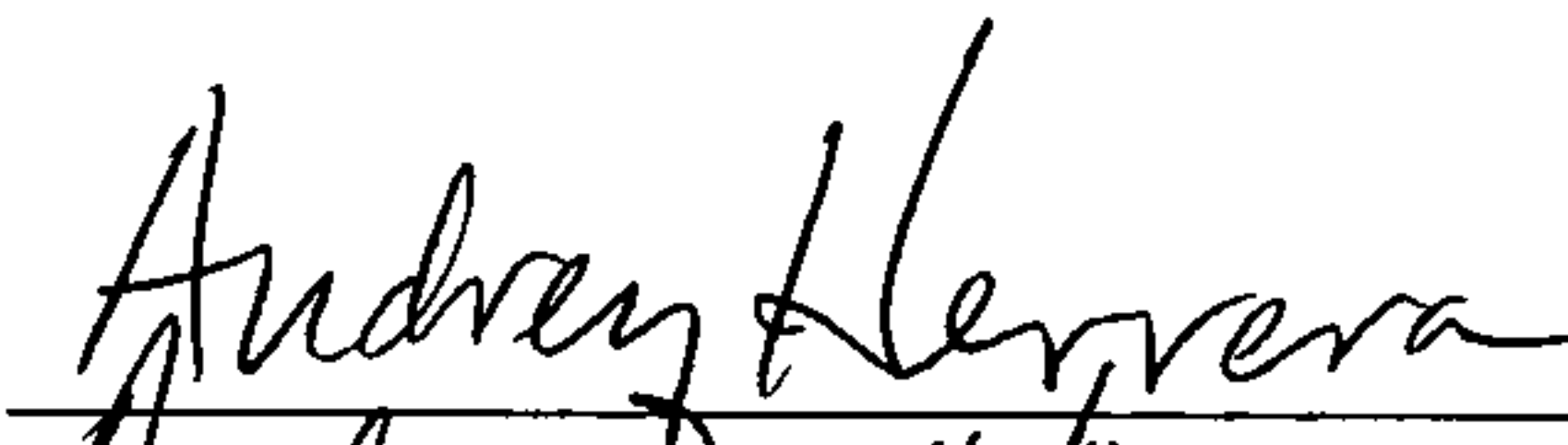
AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03) **Your attendance is required.**

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

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

Amended preliminary plat approval expires after one year

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


 Applicant name (print)

 Applicant signature / date



Form revised October 2007


 Planner signature / date
 Project # 00060606

- | | |
|---|--------------------------|
| <input checked="" type="checkbox"/> Checklists complete | Application case numbers |
| <input checked="" type="checkbox"/> Fees collected | <u>11 DRB - 70020</u> |
| <input checked="" type="checkbox"/> Case #s assigned | _____ |
| <input checked="" type="checkbox"/> Related #s listed | _____ |



OFFICE LOCATION:
5571 Midway Park Place, NE
Albuquerque, NM 87109

MAILING ADDRESS:
PO Box 90636
Albuquerque, NM 87199

866.442.8011 TOLL FREE
505.856.5700 PHONE
505.856.7900 FAX
www.precisionsurveys.com

February 8, 2011

Mr. Jack Cloud, Chair
Development Review Board
Planning Development Services Division
600 2nd Street NW
Albuquerque, NM 87102

**RE: REQUEST FOR APPROVAL OF MINOR SUBDIVISION TO SUBDIVIDE
TRACT B-1-B VIDEO ADDITION INTO TWO NEW LOTS.**

Dear Mr. Cloud:

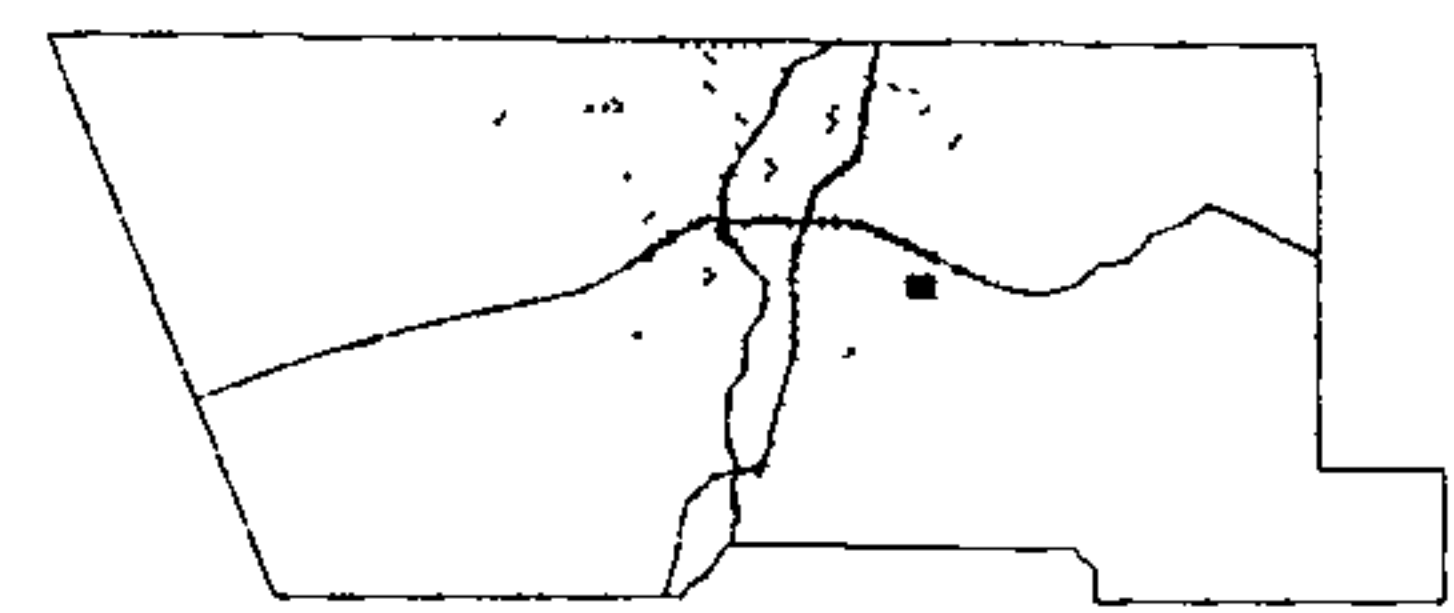
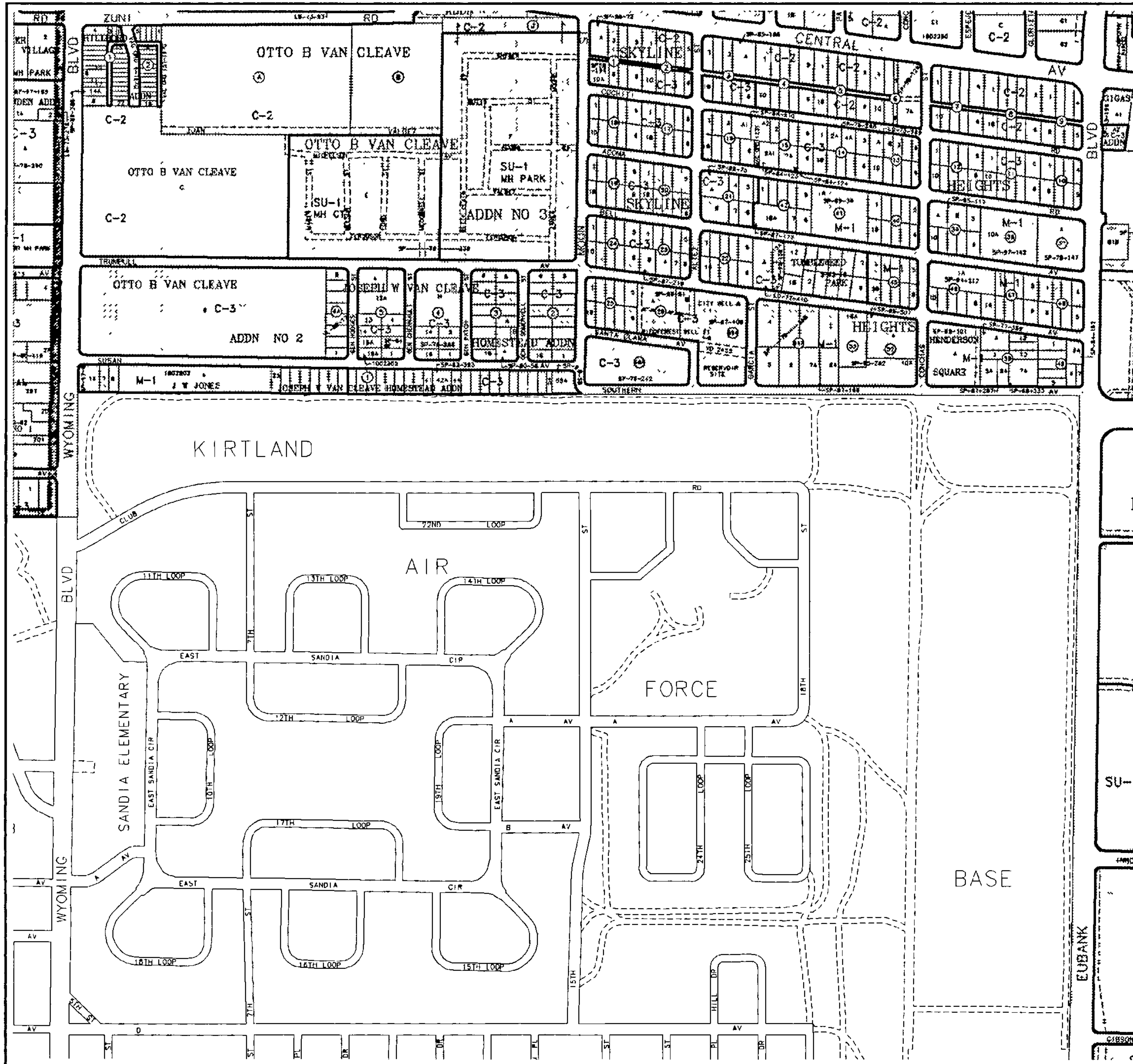
On behalf of our client, New Mexico Wolfe Properties, LLC., we are submitting an application for Minor Subdivision of the referenced tract.

Enclosed are the required submittals. If you have any questions or need additional information, please do not hesitate to contact me at 856-5700.

Sincerely,

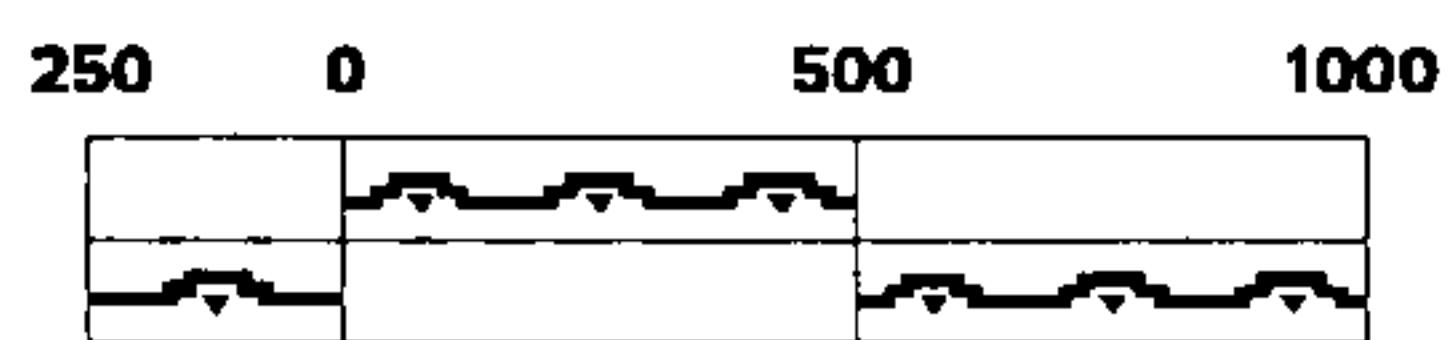
A handwritten signature in black ink, appearing to read 'Larry W. Medrano', is written over the typed name.

Larry W. Medrano



LEGAL DESCRIPTION
 T10N
 R4E
 SEC 29

UNIFORM PROPERTY CODE
 1-020-056



SCALE IN FEET

Map amended through September 2003



BERNALILLO COUNTY
 GIS SECTION

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

L-20-Z

SITE DEVELOPMENT PLAN FOR BUILDING PERMIT CHECKLIST

B. Proposed Development (If supplemental Sheets are used please indicate sheet #)

1. Structural

- A. Location of existing & proposed structures (distinguish between existing & proposed, include phasing)
- B. Square footage of each structure
- C. Proposed use of each structure
- D. Temporary structures, signs and other improvements
- E. Walls, fences, and screening: indicate height, length, color and materials
- F. Dimensions of all principal site elements or typical dimensions thereof
- G. Loading facilities
- H. Site lighting (indicate height & fixture type)
- I. Indicate structures within 20 feet of site
- J. Elevation drawing of refuse container and enclosure, if applicable.
- K. Site amenities including patios, benches, tables, (indicating square footage of patios/ plazas).

2. Parking and Circulation

- A. Parking layout with spaces numbered per aisle and totaled.
 - 1. Location and typical dimensions, including handicapped spaces
 - 2. Calculations: spaces required: 14 provided: 33
Handicapped spaces (included in required total) required: 2 provided: 2
Motorcycle spaces (in addition to required total) required: 2 provided: 2
- B. Bicycle parking & facilities
 - 1. Bicycle racks, spaces required: 5 provided: 5
 - 2. Bikeways and other bicycle facilities, if applicable
- C. Public Transit
 - 1. Bus facilities, including routes, bays and shelters existing or required
- D. Pedestrian Circulation
 - 1. Location and dimensions of all sidewalks and pedestrian paths
 - 2. Location and dimension of drive aisle crossings, including paving treatment
- E. Vehicular Circulation (Refer to Chapter 23 of DPM)
 - 1. Ingress and egress locations, including width and curve radii dimensions
 - 2. Drive aisle locations, including width and curve radii dimensions
 - 3. End aisle locations, including width and curve radii dimensions
 - 4. Location & orientation of refuse enclosure, with dimensions
 - 5. Curb cut locations and dimensions
 - 6. Existing and proposed street widths, right-of-way widths and curve radii
 - 7. Identify existing and proposed turn lanes, deceleration lanes and similar features related to the functioning of the proposal, with dimensions
 - 8. Location of traffic signs and signals related to the functioning of the proposal
 - 9. Identify existing and proposed medians and median cuts

SITE DEVELOPMENT PLAN FOR BUILDING PERMIT CHECKLIST

3. Phasing

- A. Proposed phasing of improvements and provision for interim facilities. Indicate phasing plan, including location and square footage of structures and associated improvements including circulation, parking and landscaping.

SHEET #2 LANDSCAPING PLAN

Landscaping may be shown on sheet #1 with written approval from Planning Department staff.

- 1. Scale - must be same as scale on sheet #1 - Site plan
- 2. Bar Scale
- 3. North Arrow
- 4. Property Lines
- 5. Existing and proposed easements
- 6. Identify nature of ground cover materials
 - A. Impervious areas (pavement, sidewalks, slope pavings, curb and gutters, etc.)
 - B. Pervious areas (planting beds, grass, ground cover vegetation, etc.)
 - C. Ponding areas either for drainage or landscaping/recreational use
- 7. Identify type, location and size of plantings (common and/or botanical names).
 - A. Existing, indicating whether it is to be preserved or removed.
 - B. Proposed, to be established for general landscaping.
 - C. Proposed, to be established for screening/buffering.
- 8. Describe irrigation system – Phase I & II . . .
- 9. Backflow prevention detail
- 10. Planting Beds, indicating square footage of each bed
- 11. Turf Area - only 20% of landscaped area can be high water turf; provide square footage and percentage.
- 12. Responsibility for Maintenance (statement)
- 13. Statement of compliance with Water Conservation...Ordinance, see article 6-1-1-1.
- 14. Landscaped area requirement; square footage and percent (specify clearly on plan)
- 15. Landscaped area provided; square footage and percent (specify clearly on plan)
- 16. Planting or tree well detail
- 17. Street Tree Plan as defined in the Street Tree Ord.

SHEET # 3 PRELIMINARY GRADING PLAN

The Preliminary Grading Plan provides the Planning Commission and staff with an understanding of site topography and how it relates to adjacent property. Planning staff may waive or allow adjustments to the Preliminary Grading Plan requirements for sites that are small, relatively flat and have no existing or proposed extraordinary drainage facilities. Waivers must be obtained in writing from the City Engineer prior to application submittal.

Grading information for sites that are under 1 acre can be included on Sheet #1 with written approval from the Planning Department Staff.

A. General Information

- 1. Scale - must be same as Sheet #1 - Site Plan
- 2. Bar Scale
- 3. North Arrow
- 4. Property Lines
- 5. Existing and proposed easements

SITE DEVELOPMENT PLAN FOR BUILDING PERMIT CHECKLIST

- 6. Building footprints
- 7. Location of Retaining walls

B. Grading Information

- 1. On the plan sheet, provide a narrative description of existing site topography, proposed grading improvements and topography within 100 feet of the site.
- 2. Indicate finished floor elevation and provide spot elevations for all corners of the site (existing and proposed) and points of maximum cut or fill exceeding 1 foot.
- 3. Identify ponding areas
- 4. Cross Sections
Provide cross section for all perimeter property lines where the grade change is greater than 4 feet at the point of the greatest grade change. Provide one additional cross section in each direction within no more than 100 feet of the reference point.

SHEET #4 UTILITY PLAN

- 1. Fire hydrant locations, existing and proposed.
- 2. Distribution lines
- 3. Right-of-Way and easements, existing and proposed, on the property and adjacent to the boundaries, with identification of types and dimensions.
- 4. Existing water, sewer, storm drainage facilities (public and/or private).
- 5. Proposed water, sewer, storm drainage facilities (public and/or private)

SHEET #5 BUILDING AND STRUCTURE ELEVATIONS

A. General Information

- A. Scale (minimum of 1/8" or as approved by Planning Staff).
- B. Bar Scale
- C. Detailed Building Elevations for each facade
 - 1. Identify facade orientation (north, south, east, & west).
 - 2. Facade dimensions including overall height and width
 - 3. Location, dimensions, materials, and colors of principle facade elements- windows, doors, etc.
 - 4. For EPC and DRB submittals only – Color renderings or similar (12 copies) illustrations
- E. Site Development Plans for single family residential projects with multiple units may require submittal of specific information on building features in lieu of elevation drawings for each building. Applicants are advised to discussed submittal requirements with Planning Department staff.

B. Signage

- 1. Site location(s)
- 2. Sign elevations to scale
- 3. Dimensions, including height and width
- 4. Sign face area - dimensions and square footage clearly indicated
- 5. Lighting
- 6. Materials and colors for sign face and structural elements.

RETURN TO ALBUQUERQUE TITLE

TI # STATE OFFICE / OTIA
CRISTINA 156211-16

RECORDED REQUESTED BY AND
WHEN RECORDED RETURN TO:

Home Depot U.S.A., Inc.
3800 West Chapman
Orange, California 92868
Attention: Legal Department and
Real Estate Department

(Space Above For Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of the 15 day of September 1998, by HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot")

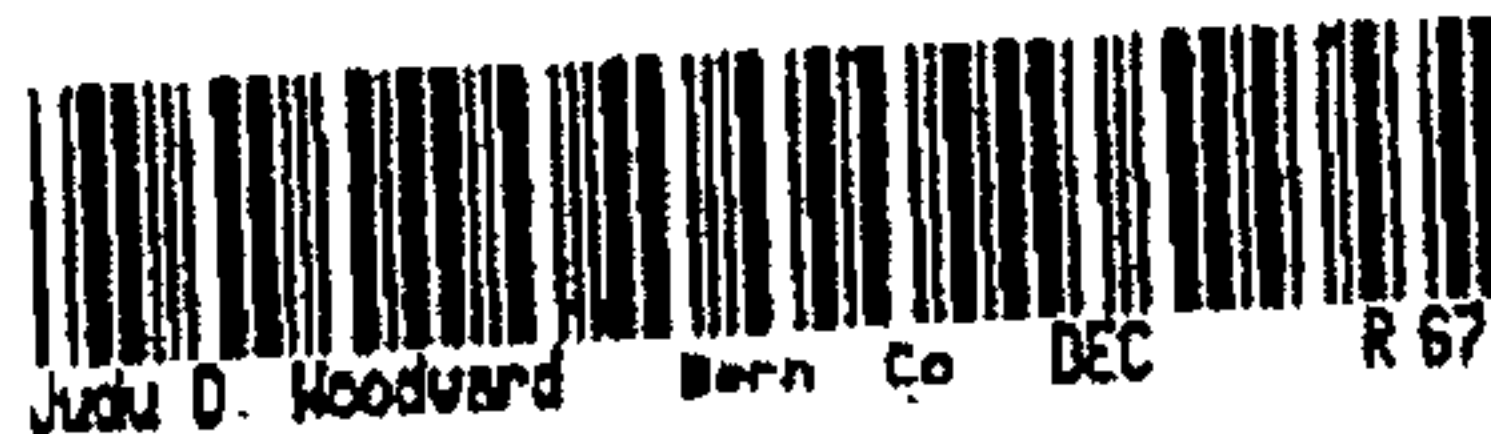
ARTICLE 1

RECITALS

1.1 Home Depot is the owner of that certain real property located in the City of Albuquerque, County of Bernalillo, State of New Mexico, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. Home Depot has parcelized/intends to parcelize the real property as more particularly shown on the site plan (the "Site Plan") attached hereto as Exhibit "B" and incorporated herein by this reference. The two parcels of land which have been/shall be created by the parcelization are individually referred to as a "Parcel" and collectively referred to as the "Parcels." The Parcel shown on the Site Plan as the Outparcel is sometimes referred to herein as the "Outparcel" and the Parcel shown on the Site Plan as the Major Parcel is sometimes referred to herein as the "Major Parcel." The Outparcel and the Major Parcel are sometimes collectively referred to herein as the "Shopping Center."

1.2 Home Depot desires to provide for the construction, development, operation and maintenance of the Outparcel consistent with the Major Parcel as hereinafter provided, in conjunction with each other as integral parts of a retail shopping complex, but not a planned or common interest development. The owner of the Outparcel is hereinafter referred to as the "Outparcel Owner." Home Depot is the owner of the Major Parcel and the Outparcel as of the date hereof, but upon conveyance of fee title of the Outparcel to an entity other than Home Depot, said entity shall become the Outparcel Owner with respect to the Outparcel. Notwithstanding Home Depot's common ownership of the Outparcel and the Major Parcel, such common ownership shall not cause a merger of any of the easements, rights and benefits granted hereunder for the benefit of one Parcel over the other Parcel, nor cause a merger of any of the obligations or burdens placed hereunder upon a Parcel for the benefit of the other Parcel.

OC982370 130/CSE/H3985-105/Store #3501/08-31-98.



1998119216
5109154
Page: 1 of 31
09/16/1998 10:34A
Bk-9815 Pg-7488

1.3 Definitions. For the purposes of this Declaration, the following terms shall be defined as follows:

A. Building Area: All those areas on each Parcel shown as Building Area on the Site Plan, which are from time to time covered by a building or other commercial structure. The aggregate Floor Area of buildings within a Parcel's Building Area may not exceed the maximum square footage allocated thereto on the Site Plan

B. Common Area: All those areas on each Parcel which are not Building Area, together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area. The improvement or use of any portion of the Building Area for Parking Areas or Service Facilities (as defined below) shall not be construed as a permanent inclusion of such portion within the Common Area, and such portions may, at any time thereafter, be improved with buildings and appurtenances as contemplated by this Declaration. Perimeter Sidewalks (as defined below) are not part of the Common Area

C. Default Rate: The greater of (i) ten percent (10%) per annum or (ii) five percent (5%) per annum plus the discount rate prevailing on the twenty-fifth (25th) day of the month preceding the date such payment was due, as established by the Federal Reserve Bank of San Francisco on advances to member banks under Sections 13 and 13a of the Federal Reserve Act as is now or hereafter in effect from time to time.

D. Floor Area: The total number of square feet of floor space in a building including basement, subterranean, balcony and mezzanine space, irrespective of whether actually occupied. Floor Area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components; provided, however, in no event shall an Outdoor Sales Area (as defined below) be included in such calculations. The garden center located on the Major Parcel shall be deemed to constitute an Outdoor Sales Area and is depicted on the Site Plan

E. Governmental Regulations: Any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorizations of any governmental entity, agency or political subdivision whether now in force or which may hereafter be in force.

F. Occupant: Any Person (as defined below) or Prime Lessee (as defined in Section 6.9 below) from time to time entitled to the use and occupancy of any portion of a building in the Shopping Center under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement

OC982370 130/CSE/H3985-105/Store #3501/08-31-9



Judi D Woodward

Bern Co

DEC

R 67 00

1998119216

5109154

Page: 2 of 31

09/18/1998 10:34A

Bx-9815 Pa-7489

G. Outdoor Sales Area: An area generally unprotected from the elements which may be used for sales and/or storage purposes and when used for such purposes shall be enclosed by a fence or other security barrier or maintained in a manner otherwise acceptable to Home Depot, in Home Depot's sole, absolute and subjective discretion; an Outdoor Sales Area shall only be located in the area(s) designated on the Site Plan or in an area otherwise approved by Home Depot, in Home Depot's sole, absolute and subjective discretion

H Owner: The record holder of fee title to a Parcel, its heirs, personal representatives, successors and assigns.

I Parking Area: That portion of the Common Area of the Parcels improved for use for parking of motor vehicles (but excluding appurtenant building service areas and Service Facilities), including, without limitation, incidental and interior roadways, walkways, curbs and landscaping within areas used for such parking, traffic lanes, aisles, vehicle parking stalls, gutters, grade separations, beams and retaining walls, lighting standards, traffic and directional signs, traffic striping and markings and all other improvements located thereon for the purpose of accommodating the foregoing uses.

J Perimeter Sidewalk: The sidewalk directly adjacent to a building and depicted as Perimeter Sidewalks on the Site Plan. The Perimeter Sidewalks are the exclusive property of the Owner of the Parcel and not part of the Common Area. The Perimeter Sidewalk located on the Major Parcel as depicted on the Site Plan shall constitute an Outdoor Sales Area

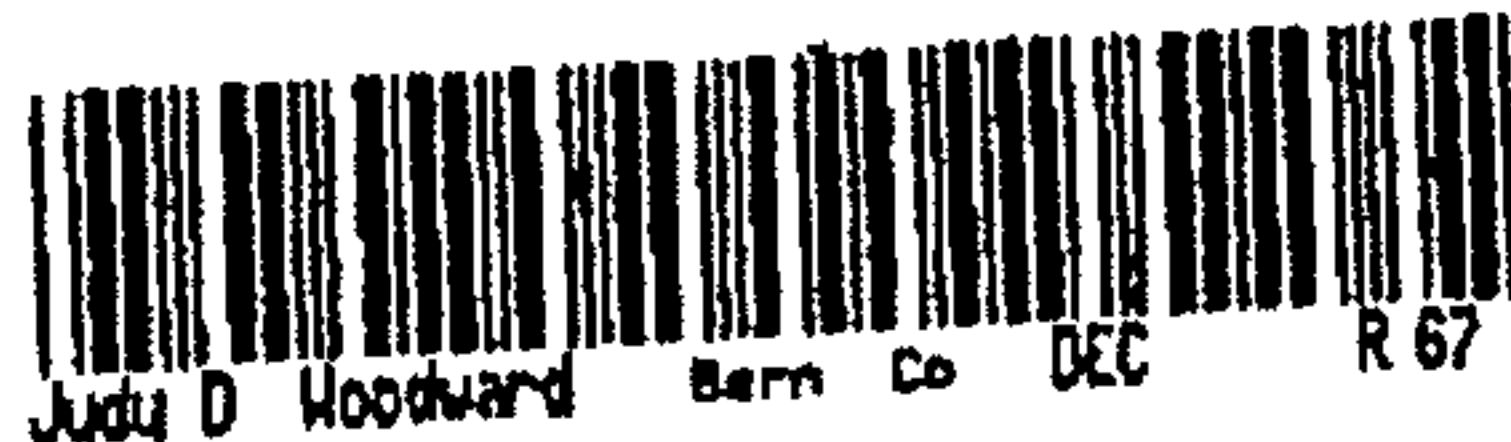
K. Permittee: All Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended use of the Shopping Center. Among others, Persons (as defined below) engaging in the following activities on the Common Area will not be considered to be Permittees: (i) exhibiting any placard, sign, or notice; (ii) distributing any circular, handbill, placard, or booklet; (iii) soliciting memberships or contributions; (iv) parading, picketing, or demonstrating; and (v) failing to follow regulations relating to the use of the Shopping Center.

L. Person: Individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity

M. Service Facilities: Loading docks, truck ramps, trash enclosures, bottle storage areas and other similar service facilities

N Utility Lines: Those facilities and systems for the transmission of utility services, including, but not limited to, water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains, other public or private utilities, and drainage and storage of surface water

OC982370 130/CSE/H3985-105/Store #3501/08



1998119216
5108154
Page: 3 of 31
89/18/1998 18:34R
8k-9815 Pa-7488

ARTICLE 2

CONSTRUCTION ON OUTPARCEL; SIGNAGE

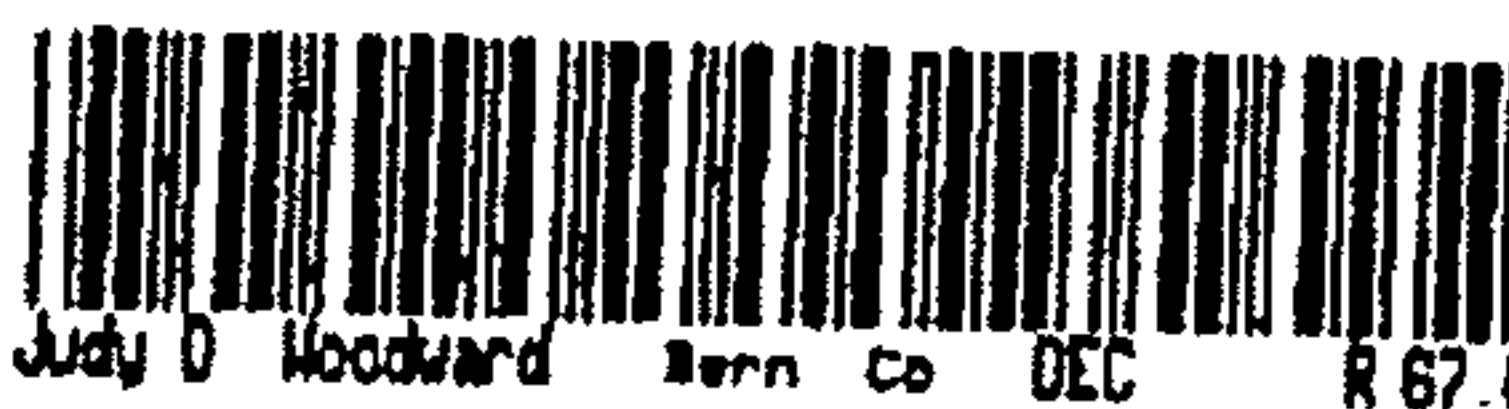
2 1 Buildings and Improvements. Prior to construction, reconstruction, replacement or modification (collectively referred to herein as "Construction") of any building or other improvements within the Outparcel, the Outparcel Owner shall deliver to Home Depot or Home Depot's designated representative four (4) complete sets of its schematic site and other plans showing, among other things, the location of all intended facilities and improvements to the Outparcel, including Parking Areas, automobile ingress and egress, curb cuts and traffic flow, signalization and signage to and within the Outparcel, schematic architectural and engineering plans, landscaping drawings, grading and drainage plans, floor plans and plans and specifications for signs, which plans, drawings and specifications shall show, among other things, exterior architectural design and decor, elevations, aesthetic treatment and other like pertinent data, and shall outline specifications for all such facilities and improvements to the Outparcel, all of which are hereinafter called "Plans and Specifications." No Outparcel building shall exceed one (1) story and eighteen (18) feet in height. The height of any building shall be measured perpendicular from the finished floor elevation to the top of the roof structure, including any screening, parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such building. All Utility Lines serving the Outparcel building shall be underground, except as otherwise provided in Section 3.1B.

2 2 Plan Approval.

A Procedure. Within forty-five (45) days after the submission of the Plans and Specifications, Home Depot shall notify the Outparcel Owner whether the same are approved or disapproved. Any disapproval shall set forth the general reasons for such disapproval. Thereafter, the Outparcel Owner shall revise its Plans and Specifications to incorporate such changes as may be requested to secure Home Depot's approval, and shall deliver four (4) completed copies of the revised Plans and Specifications to Home Depot. To the extent any subsequent material changes are made by the Outparcel Owner to any approved Plans and Specifications, such changes shall be subject to the provisions of this Section 2 2 and the Outparcel Owner shall secure the approval of Home Depot in the manner provided herein.

B No Liability. Home Depot shall not be liable in damages or otherwise for any reason, including any mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any application submitted pursuant to this Declaration. The Outparcel Owner agrees that, by acquiring title to the Outparcel and submitting the Plans and Specifications, it will not bring any action or suit against Home Depot to recover any such damages. In addition, the Outparcel Owner shall indemnify, defend, protect and hold Home Depot and its officers, directors, shareholders, employees and agents harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or related to the approval or disapproval of any Plans and Specifications submitted to Home Depot by or on behalf of the Outparcel Owner or its Occupants. No approval shall be considered an approval of the Plans and Specifications from an

OC982370 130/CSE/H3985-105/Store #3501/08-31-98/2



Judy D Woodward Bern Co DEC R 67.00

1998119216

5109154

Page: 4 of 31

89/18/1998 10:34A

Bk-9815 Pg-7489

engineering perspective or a determination that they meet building, environmental or engineering design standards, or that any such buildings or improvements have been built in accordance with such Plans and Specifications.

2.3 Monument Signs. Provided the signage otherwise permitted by Governmental Regulations to Home Depot is not adversely affected thereby, the Outparcel may have, subject to Governmental Regulations, one freestanding monument sign on the Outparcel, at a location approved by Home Depot, which approval shall be in Home Depot's sole, absolute and subjective discretion. Such monument sign shall display a single designation for an Occupant of the Outparcel. The initial design of the monument sign structure (including, without limitation, height and size) shall comply with all Governmental Regulations and shall be subject to Home Depot's prior written approval, which approval shall be in Home Depot's sole and absolute discretion. Any change to the initial design of the monument sign structure shall comply with all Governmental Regulations and shall be subject to the prior written approval of Home Depot, which approval can be granted or withheld in Home Depot's sole and absolute discretion. The size and design of all sign fascia displayed on such monument sign shall be subject to the prior written approval of Home Depot, which approval shall be in Home Depot's sole and absolute discretion. The cost of constructing, installing, maintaining, operating, repairing and replacing such monument sign structure and sign fascia shall be paid by the Outparcel Owner.

2.4 Building Signs. There shall be no other signs, banners or similar advertising media allowed on the Outparcel, except directional signs, handicap parking signs, and signs on buildings. All exterior building signs shall be restricted to identification of the businesses or services located or provided on the Outparcel and shall conform to all Governmental Regulations. All building signs (including size and size and design of sign fascia) shall be subject to Home Depot's prior written approval, which approval shall be in Home Depot's sole and absolute discretion. Any change to the building signs shall conform to all Governmental Regulations and shall be subject to the prior written approval of Home Depot, which approval shall be in Home Depot's sole and absolute discretion. The cost of constructing, installing, maintaining, operating, repairing and replacing the building signs shall be paid by the Outparcel Owner.

2.5 General Construction Requirements.

A Manner of Performance. All work performed in the Construction, maintenance and repair of any building, landscape, sign or other improvements located on the Outparcel shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere with, obstruct or delay (i) access to or from the Major Parcel, or any part thereof, or to or from any public right-of-way, (ii) construction work being performed on the Major Parcel, or (iii) the use, enjoyment or occupancy of the Major Parcel by Home Depot or its Occupants. Unless otherwise specifically stated herein, the Outparcel Owner shall, at its sole cost and expense, promptly repair and restore all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

B Staging. Staging for the Construction, maintenance and repair of any building, sign or other improvements located on the Outparcel, including, without limitation,



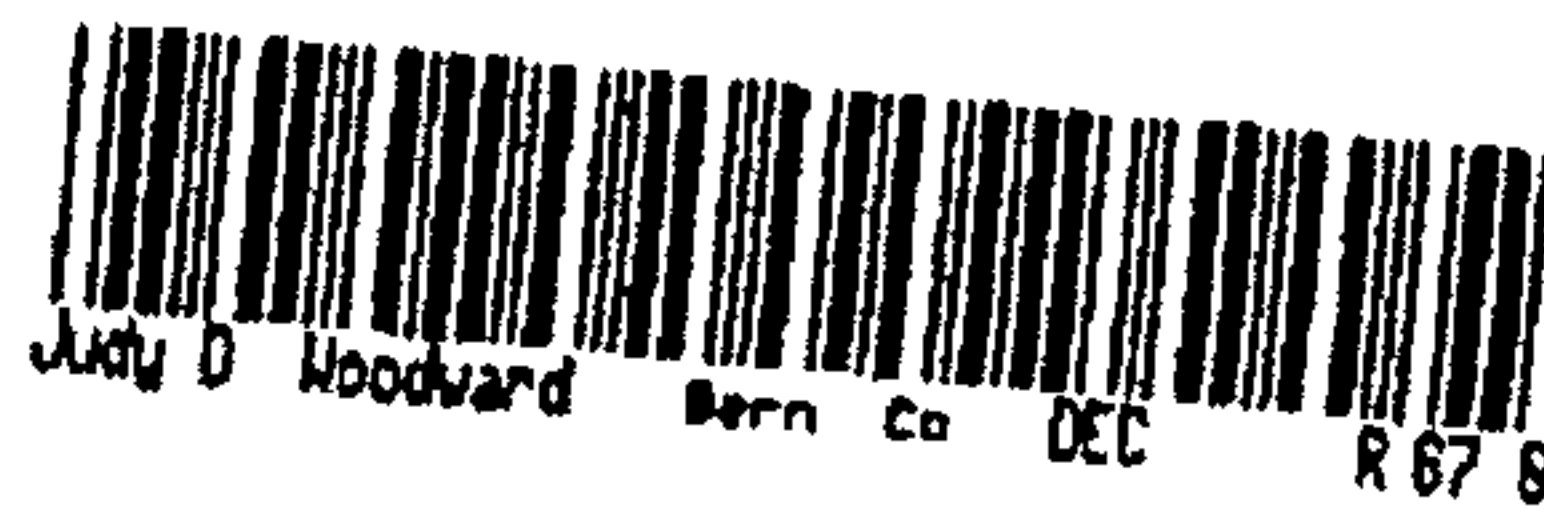
the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to and take place only on the Outparcel. At the request of Home Depot, the Outparcel Owner shall fence off such staging and storage areas. Unless otherwise specifically stated herein, the Outparcel Owner shall, at its sole cost and expense, promptly repair and restore or cause to promptly be repaired and restored to their prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

C. Standard of Work All work performed in the Construction, maintenance and repair of any building, sign or other improvements located on the Outparcel shall be done in a good and workmanlike manner and in accordance with good engineering standards. Common Area work shall meet or exceed the minimum general design standards for the Common Area improvements located on the Major Parcel, including, without limitation, with regard to the minimum maintained lighting intensity at grade at all points in the Common Area, the slope of the Parking Area, and the surface materials used for the Parking Area.

D. Mechanics' Liens If any mechanics', materialmen's, architects', or other design or construction liens shall be filed against the Major Parcel or the Outparcel for any work done or materials furnished in connection with the Outparcel ("Improved Outparcel"), the Owner of the Improved Outparcel shall cause the lien to be satisfied and released of record. The Outparcel Owner shall, within thirty (30) days after the filing of such lien, either (i) cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, or (ii) give such assurances as would enable a title insurance company to insure over said outstanding lien or claim of lien, failing both of which Home Depot shall have the right, at the Outparcel Owner's expense, to transfer said lien to bond. The Owner of the Improved Outparcel shall indemnify, defend, protect and hold Home Depot and its respective officers, directors, shareholders, employees and agents harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and court costs), liens and claims of lien arising out of or in any way connected with the performance of such work.

E. Temporary License Each Owner hereby grants to the other Owner a temporary license for access and passage over and across the Common Area located on the granting Owner's Parcel, to the extent reasonably necessary for such Owner to construct and/or maintain improvements upon its Parcel; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is being performed, and provided further that the use of such license shall not unreasonably interfere with the use and operation of the Common Area on the granting Owner's Parcel. Prior to exercising the rights granted herein, an Owner shall provide the granting Owner with a written statement describing the need for such license, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by this Declaration. The Owner shall promptly pay all costs and expenses associated with such work, shall complete such work as quickly as possible, and shall promptly clean and restore the affected portion of the Common Area on the granting Owner's Parcel to a condition which is equal to or better than the condition which existed prior to the commencement of such work. Notwithstanding the foregoing, if a dispute exists between the contractors, laborers, suppliers and/or others connected with such

OC982370 130/CSE/H3985-105/Store #3501/08-31-98/saj



1998119216
3189134
Page: 6 of 31
89/18/1998 10:34A
8k-9815 Pg-7400

Construction activities, the granting Owner shall have the right to prohibit the contractors, laborers, suppliers and/or others connected with such Construction activities from using the Common Area on the granting Owner's Parcel

F Indemnity In addition to the indemnification set forth in Section 5.6, the Outparcel Owner shall indemnify, defend, protect and hold Home Depot and its respective officers, directors, shareholders, employees and agents harmless for, from and against any and all causes of action, claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs) and damages arising out of or related to injury to or death of any person or damage to or destruction of any property (i) arising out of or resulting from any construction activities performed by or at the request of the Outparcel Owner or its Occupants, or (ii) occurring within the Outparcel.

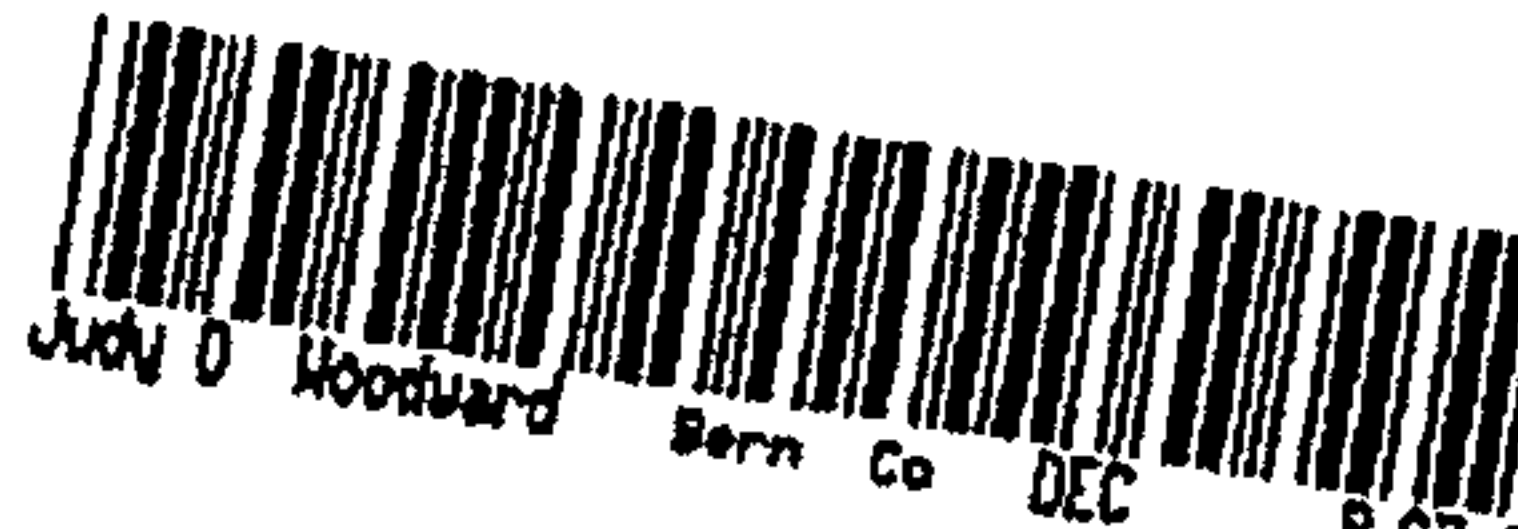
G Debris; Excavation During all Construction on the Outparcel, the Outparcel Owner shall keep the Construction site and surrounding areas clean and free of Construction materials, trash and debris, and shall take appropriate precautions to protect against personal injury and property damage to Home Depot and its Occupants and invitees. With regard to excavation, and without limiting any other provision of this Declaration, no excavation shall be made on, and no sand, gravel, soil or other material shall be removed from, the Outparcel, except in connection with the Construction or alteration of Outparcel buildings or improvements approved in the manner set forth in this Declaration, and upon completion of any such operations, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and paved or landscaped in accordance with the approved Plans and Specifications.

H Parking Areas All portions of the Outparcel which can be used for buildings in compliance with Parking and Building Area requirements shall, until developed for such building use, either be developed as a Parking Area or covered with a one-inch asphalt dust cap and kept weed free and clean by the Outparcel Owner.

2.6 Building Maintenance From and after the date Construction of a building on the Outparcel is completed, the exterior of such building shall be maintained by the Outparcel Owner in first class order, condition and repair.

2.7 Damage and Destruction If the building(s) or improvements on the Outparcel are damaged or destroyed, the Outparcel Owner may, but shall not be obligated to, restore its building(s) or improvements on the Outparcel. If the Outparcel Owner elects to so restore its building(s) or improvements, such building(s) or improvements shall be restored to a condition at least as good as the building(s) or improvements which existed immediately prior to such damage or destruction and all such restoration and reconstruction shall be performed in accordance with the following requirements as the same are applicable thereto: (i) no work on the Outparcel shall be commenced unless the Outparcel Owner has in each instance complied with the appropriate provisions of this Declaration with respect to approval of Plans and Specifications for work performed on the Outparcel; and (ii) all work shall be performed in accordance with the requirements of this Declaration. If the Outparcel Owner elects not to restore its building(s) and improvements following damage and destruction, the Outparcel Owner's obligations with respect to the Common Area on the Outparcel shall continue, and the Outparcel Owner shall, at its sole

OC982370.130/CSE/H3985-105/Store #3501/08-31-98



1998119216
5189154
Page: 7 of 31
09/18/1998 10:34A
Bk-9815 Pg-7468

cost, raze its damaged building(s) and improvements and clear the Building Area and surrounding Common Area of all debris. After clearing the Outparcel, the Outparcel Owner shall keep the Outparcel clean, weed free and covered with a one-inch asphalt dust cap, or shall improve the Outparcel as a Parking Area.

ARTICLE 3

EASEMENTS

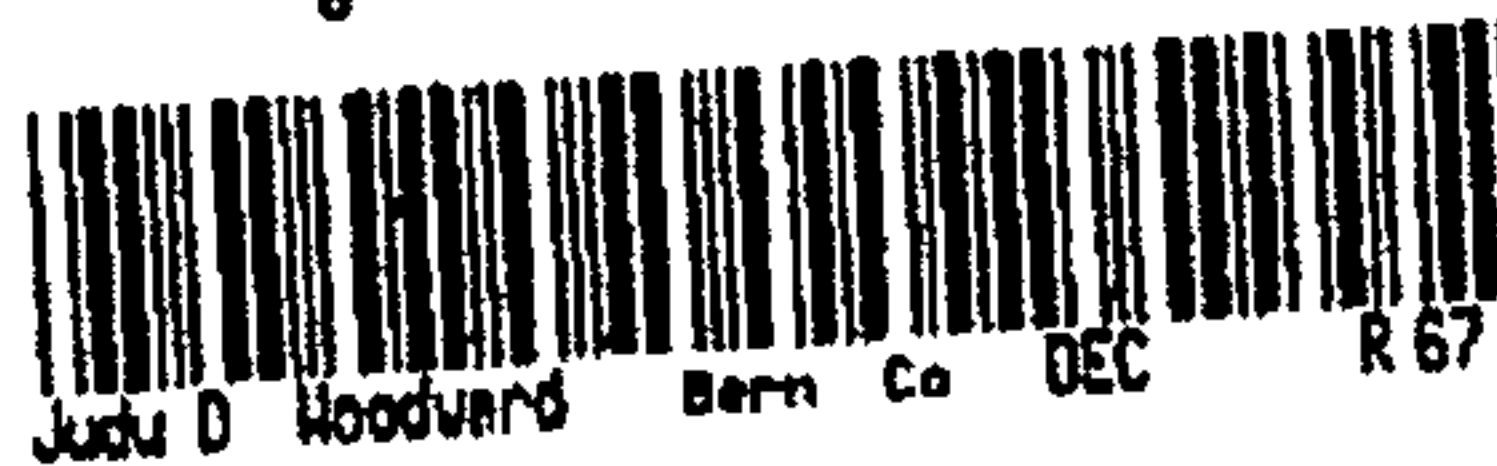
3.1 Utility Easements.

A Grant of Easements. Home Depot hereby grants to the Outparcel Owner, and the Outparcel Owner hereby grants to Home Depot, for the benefit of the Major Parcel, a non-exclusive and perpetual easement under, through and across the Common Area of the Major Parcel or the Outparcel, as applicable (exclusive of any portion within a Building Area), for the installation, operation, maintenance, repair and replacement of Utility Lines. The initial location of any Utility Lines shall be subject to the prior written approval of the granting Owner, which approval shall not unreasonably be withheld; provided, however, that it shall, in all events, be reasonable for the granting Owner to withhold its approval if the proposed location is within a Building Area.

B Easement Area and Facilities. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five (5) feet on each side of the centerline if the easement is granted to a private party. All Utility Lines shall be installed and maintained below ground level, except for (i) ground-mounted electrical transformers and such other facilities as are required to be above-ground by the utility providing such service, and (ii) temporary utility service required during Construction, maintenance and repair of any buildings or improvements located on the Major Parcel or the Outparcel, as applicable.

C Installation and Maintenance. The installation, operation, maintenance, repair and replacement of such Utility Lines shall not unreasonably interfere with the use of the improved Common Area on the other Parcel or with the normal operation of any business in the Shopping Center. Any party installing Utility Lines pursuant to the provisions of this Section 3.1 shall pay all costs and expenses with respect thereto, shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Common Area, and shall provide Home Depot or the Outparcel Owner, as applicable, with as-built plans for all such facilities, including the location of the easement (as determined by a licensed surveyor), within thirty (30) days after the date of completion of construction. Except for any Utility Lines installed by Home Depot for the exclusive use of the Outparcel, the party installing Utility Lines shall maintain, repair and replace them at its sole cost and expense. If Home Depot installed a Utility Line for the exclusive use by the Outparcel, then the Outparcel Owner shall maintain, repair and replace the Utility Lines which were so installed by Home Depot.

OC982370 130/CSE/H3985-105/Store #3501/08-3



1998119216
5109154
Page: 8 of 31
09/18/1998 18:34R
Bk-8815 Pa-7468

D Relocation of Utility Lines At any time and from time to time, the grantor shall have the right to relocate any Utility Lines installed on its Parcel pursuant to the foregoing grant of easement, provided that such relocation: (i) shall be performed only after sixty (60) days' prior written notice of the granting Owner's intention to undertake the relocation shall have been given to the Owner served by the Utility Lines; (ii) shall not unreasonably interfere with or diminish utility service to the Owner's land served by the Utility Lines; (iii) shall not reduce or unreasonably impair the usefulness or function of the Utility Lines; (iv) shall be performed without cost or expense to the Owner served by the Utility Lines; (v) shall be completed using materials and design standards which equal or exceed those originally used; (vi) shall have been approved by the service provider and any appropriate governmental agencies having jurisdiction thereof; (vii) shall provide for the original and relocated area to be restored to the original specifications; and (viii) shall not interfere with the conduct or operation of the business of any Occupant of the Owner's Parcel served by the Utility Lines. The granting Owner performing such relocation shall provide as-built plans for all such relocated Utility Lines and facilities to the Owner served by such Utility Lines within thirty (30) days after the date of completion of such relocation.

E Additional Easements Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the Utility Lines for the benefit of the other Owner and its Occupants, provided such easements meet the requirements of this Declaration and are not otherwise inconsistent with the provisions of this Declaration.

F Term. The terms and provisions of this Section 3.1 shall survive the expiration or earlier termination of this Declaration.

3.2 Permanent Access Drive

A Home Depot, as grantor, hereby grants to the Outparcel Owner, as grantee, for the benefit of the Outparcel Owner and its respective Permittees, appurtenant to the Outparcel, a perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the Common Area located on the Major Parcel shown on Exhibit "B" as the "Permanent Access Drive." The number and location of all curb cuts from the Outparcel to and onto the Permanent Access Drive shall, except to the extent shown on Exhibit "B", be subject to the prior written approval of Home Depot. Home Depot may from time to time relocate the Permanent Access Drive located on the Major Parcel provided that any such relocation (i) shall be performed only after sixty (60) days' notice of Home Depot's intention to undertake the relocation shall have been given to the Outparcel Owner, if the Outparcel shall be affected by the relocation, (ii) shall not unreasonably interfere with the use of the Permanent Access Drive during the relocation by the Outparcel Owner and its Occupants served by the Permanent Access Drive, (iii) shall not reduce or unreasonably impair the usefulness or function of the Permanent Access Drive, (iv) shall be performed without cost or expense to the Outparcel Owner, (v) shall be completed using materials and design standards which equal or exceed those originally used, (vi) shall have been approved by any appropriate governmental agencies having jurisdiction thereof, and (vii) shall provide for the original and relocated area to be restored to the original specifications.



B. The Outparcel Owner shall pay its pro rata share (the "Access Drive Contribution") of all reasonable costs and expenses incurred by Home Depot for the repair and maintenance of the Permanent Access Drive. Said pro rata share shall be based on the ratio of the total square footage of Floor Area located on the Outparcel to the total square footage of Floor Area located on all Parcels (including the Major Parcel) served by the Permanent Access Drive. The Outparcel Owner shall pay such share within thirty (30) days after demand from Home Depot.

3.3 Access and Parking Easements

A. Grant of Easements. Each Owner, as grantor, hereby grants to the other Owner and its respective Permittees for the benefit of each Parcel belonging to the other Owner, as grantee, a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel, except for those areas devoted to Service Facilities or drive-up or drive-through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 3.3 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 1.3B above.

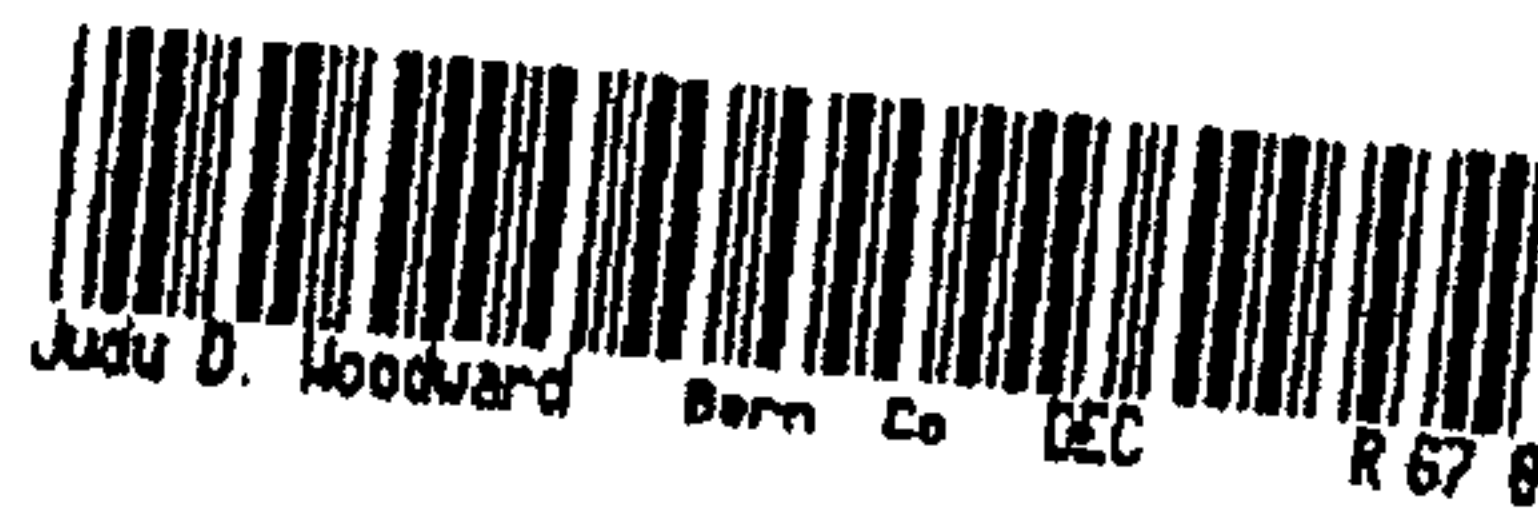
B. Each Owner reserves the right to close off its portion of the Common Area for such reasonable period of time as may be legally necessary, in the opinion of such Owner's legal counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area as herein provided, such Owner shall give written notice to the other Owner of its intention to do so, and shall attempt to coordinate such closing with the other Owner so that no unreasonable interference in the passage of pedestrians or vehicles shall occur; and

C. Each Owner reserves the right at any time and from time to time to exclude and restrain anyone who is not a Permittee from using the Common Area on its Parcel.

3.4 Landscaping Easement. The Outparcel Owner shall be responsible for the installation, irrigation, maintenance and replacement of landscaping on any portions of its Outparcel designated as landscape areas on the approved Plans and Specifications for the Outparcel and/or required to be landscaped by the City of Albuquerque, which landscaping shall be maintained in compliance with the requirements of all applicable Governmental Regulations. The Outparcel Owner hereby grants to Home Depot a non-exclusive easement for the installation, irrigation, maintenance and replacement of landscaping on any such portions of the Outparcel. If the Outparcel Owner fails or refuses to undertake its responsibilities described in this Section 3.4 with respect to Outparcel landscaping, Home Depot may perform such landscape work on the Outparcel as may reasonably be necessary to comply with such requirements, and within thirty (30) days after demand by Home Depot, the Outparcel Owner shall reimburse Home Depot for all costs and expenses incurred by Home Depot in connection with such landscape work, together with a management fee equal to fifteen percent (15%) of such costs and expenses.

3.5 Drainage Easement. Home Depot hereby grants to the Outparcel Owner, and the Outparcel Owner hereby grants to Home Depot, a non-exclusive easement over and under

OC982370.130/CSE/H3985-105/Store #3501/08-31



1998119216
5188154
Page: 18 of 31
89/18/1998 10:34A
8k-9815 Pg-7488

its Parcel for surface water drainage over and through the drainage patterns and storm water drainage systems that are established from time to time among the Parcels and approved by Home Depot as part of the Plans and Specifications. Nothing herein shall prevent an Owner from relocating the drainage patterns established upon such Owner's Parcel, provided such relocation does not unreasonably interfere with the surface water drainage of the other Parcel nor interfere with the orderly discharge of surface water from such other Parcel and complies with all Governmental Regulations and the requirements of this Declaration.

3.6 No Merger Notwithstanding Home Depot's ownership of more than one Parcel, the easements granted hereunder shall burden and benefit each Parcel individually, without merger as a result of such common ownership, and upon conveyance of the Outparcel so that the Outparcel ceases to be under common ownership, neither Home Depot nor the Owner acquiring the Outparcel shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date hereof.

ARTICLE 4

PARKING; RESTRICTIONS ON USE AND OPERATION

4.1 Parking

A. Parking Ratios There shall be no charge for parking in the Common Area without the prior written consent of Home Depot, which consent may be withheld or delayed in the sole and absolute discretion of Home Depot. The Parking Area on each Outparcel shall contain sufficient ground level parking spaces in order to comply with the following minimum requirements, without reliance on parking spaces located on the other Parcel:

1. Five (5) parking spaces for each one thousand (1,000) square feet of Floor Area for any use other than a restaurant located on the Outparcel;

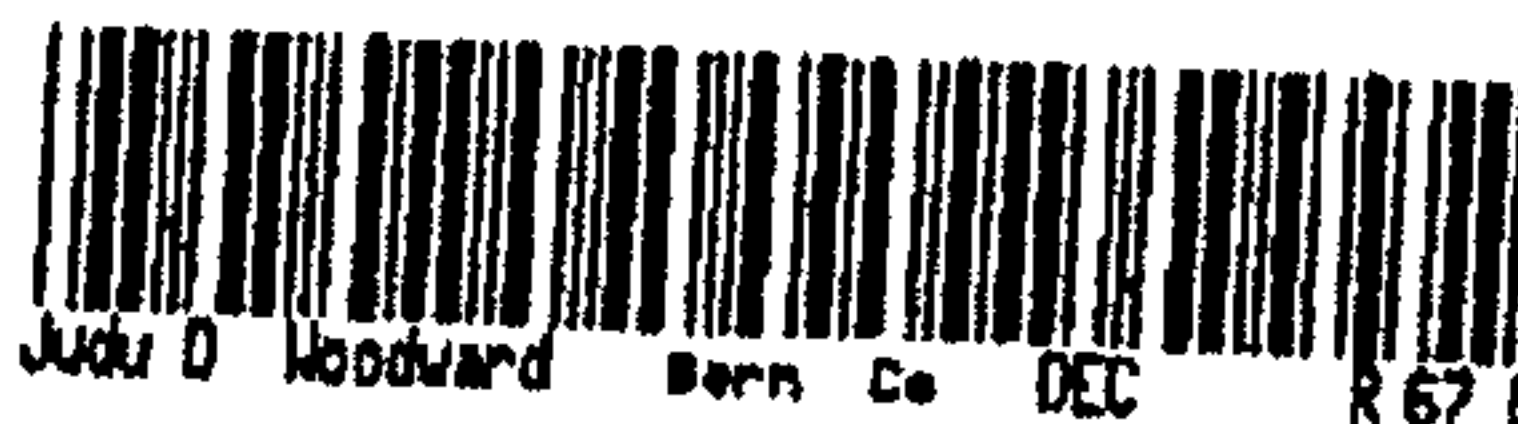
2. If a business use contains a drive-up unit (such as remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less than ten (10) automobiles (exclusive of any drive-aisle) for each drive-up unit;

3. For each single restaurant which has less than seven thousand (7,000) square feet of Floor Area, then ten (10) additional parking spaces for each one thousand (1,000) square feet of Floor Area devoted to such use; and

4. For each single restaurant which has seven thousand (7,000) square feet of Floor Area or more, then fifteen (15) additional parking spaces for each one thousand (1,000) square feet of Floor Area devoted to such use.

If an Occupant operates a restaurant incidentally to its primary business purpose, then so long as such incidental operation continues, the portion of the Floor Area occupied by such restaurant shall be excluded from the application of (3) and (4) above. For purposes of this clause only, a restaurant shall be an "incidental operation" if it occupies less than seven percent (7%) of the

OC982370.130/CSE/H3985-105/Store #3501/08-31-98/



1998119216
5108164
Page: 11 of 31
89/18/1998 10:34A
Bk-9815 Pa-7400

Occupant's Floor Area and does not have a separate customer entry/exit door to the outside of the Building. In the event an Occupant utilizes Floor Area for restaurant and other purposes, only the portion of Floor Area allocated for restaurant purposes shall be subject to the increased parking requirements.

In the event the minimum number of parking spaces required by Governmental Regulations is greater than the minimum requirements set forth above, then the minimum number of parking spaces as required by Governmental Regulations shall control.

B Condemnation In the event of a condemnation of part of the Outparcel or sale or transfer in lieu thereof that reduces the number of usable parking spaces below that which is required in this Section 4.1, then the Outparcel Owner shall use its best efforts (including using proceeds from the condemnation award or settlement) to restore and/or substitute parking spaces in order to comply with the parking requirements set forth in this Section 4.1. If such compliance is not possible, then the Outparcel Owner shall not be deemed in default hereunder, but the Owner shall not be permitted to expand the amount of Floor Area located upon its Parcel. If such Floor Area is thereafter reduced other than by casualty, then the Floor Area on such Parcel may not subsequently be increased unless the parking requirement is satisfied.

C Drive-Up Facilities No vehicular drive-up or drive-through facilities shall be located on the Outparcel unless Home Depot shall have first given its written consent, which consent shall not unreasonably be withheld, to the location, parking and drive lanes of such facilities. If a business on the Outparcel contains a vehicular drive-up or drive-through facility, then there shall be space for stacking no fewer than ten (10) vehicles for each drive-up or drive-through facility.

D Employee Parking In no event shall any employees of any business other than Home Depot park on the Major Parcel.

4.2 Use Restrictions

A General Use Restrictions

1. No portion of the Common Area on the Outparcel shall be used for the sale, storage or display of merchandise, or for the storage of shopping carts. No promotions shall be held in the Common Area on the Outparcel without the prior written consent of Home Depot, which consent may be given or withheld in Home Depot's sole and absolute discretion.

2. No part of the Outparcel shall be used for other than retail sales, office uses which offer retail services directly to the public, or restaurants. No part of the Outparcel shall be used for a business or use which: (i) creates strong, unusual or offensive odors, fumes, dust or vapors which are objectionable to Home Depot; (ii) is a public or private nuisance; (iii) emits noises or sounds which are objectionable to Home Depot due to

OC982370 130/CSE/H3985-105/Store #3501/08-31



1998119216
5179154
Page: 12 of 31
09/18/1998 10:34A
Bk-9015 Pg-7400

intermittence, beat, frequency, shrillness or loudness; or (iv) creates unusual fire, explosive or other hazards.

3. No portion of the Shopping Center, other than the Major Parcel, shall be used for any non-retail use or for any of the following purposes: a flea market or a business selling so-called "second hand" goods; cemetery; mortuary; bookstore or establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; video or other type of gameroom or arcade; off-track betting parlor; junk yard; flea market; recycling facility or stockyard; motor vehicle or boat dealership, repair shop (including lubrication and/or service center), body and fender shop, car wash facility or gasoline station, or motor vehicle or boat storage facility; a laundromat or dry-cleaning facility; a warehouse; theater, auditorium, sports or other entertainment viewing facility (whether live, film, audio/visual or video); discotheque, dance hall, comedy club, night club or adult entertainment facility; bowling alley; skating rink; billiard or pool hall; massage parlor, game parlor or video arcade (which shall be defined as any store containing more than three (3) electronic games); fitness center, workout facility, gym, health spa or studio, or exercise facility; a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees and not to customers; a restaurant which serves alcohol other than beer or wine or which has a bar which does not offer food service; office usage other than incidental in connection with non-prohibited uses; industrial, residential or manufacturing uses, school or house of worship

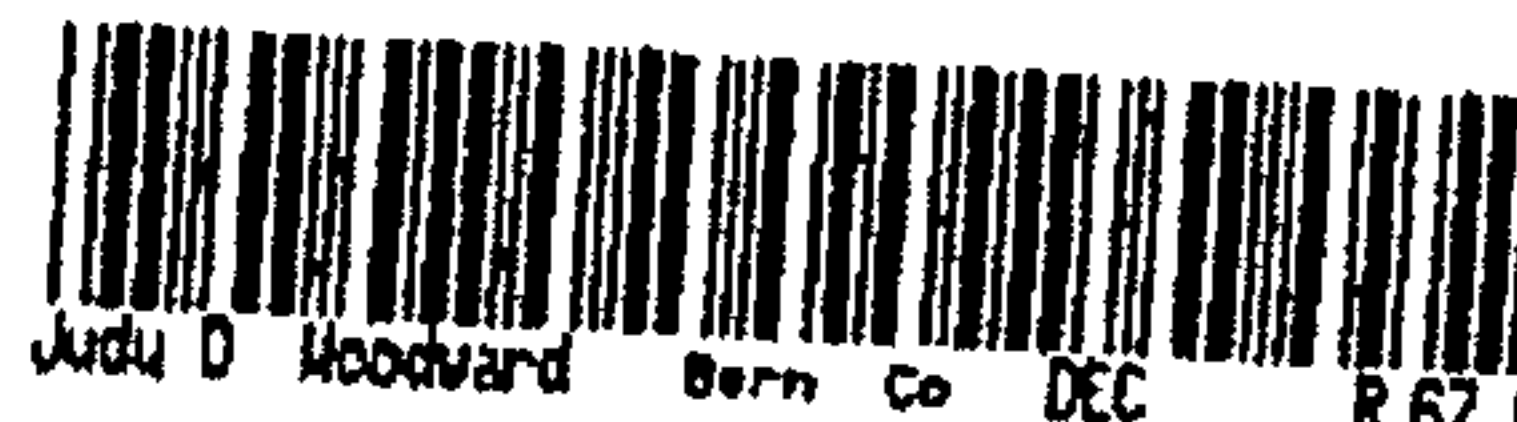
4. The Construction and/or operation of a restaurant on the Outparcel shall be subject to the prior written approval of Home Depot, which approval may be withheld in Home Depot's sole and subjective discretion as to: (i) any single restaurant over four thousand (4,000) square feet of Floor Area; (ii) any restaurant, if the square footage of such restaurant, when added to the square footage of all other restaurants on the Outparcel (or approved by Home Depot to be constructed on the Outparcel) would exceed four thousand (4,000) square feet of Floor Area; and (iii) any restaurant which serves alcoholic beverages. The Outparcel Owner, at its sole cost and expense, shall keep the Parking and Common Area serving such restaurant clean and free of all debris and rubbish caused by such use and such costs shall not be chargeable to Home Depot.

5. The Outparcel Owner shall provide Home Depot with written notification of any proposed change in use (and each subsequent change in use) from the initial use of any business operation located on the Outparcel, and any such change shall be subject to the prior written approval of Home Depot, which approval shall not unreasonably be withheld or delayed. It shall be reasonable for Home Depot to withhold its consent for the following reasons, which are set forth here as examples and are not meant to be an exhaustive list: (i) if the use violates this Declaration, (ii) if the use violates zoning or other Governmental Regulations

B Exclusive Use Restrictions.

No part of the Outparcel shall be used as a store for the sale of any of the following items: lumber, hardware, tools, plumbing supplies, pool supplies, electrical

OC982370 130/CSE/H1985-105/Store #3501/08-31-98/



1998119216
5165134
Page: 13 of 31
02/18/1998 10:34A
8k-9815 Pg-7488

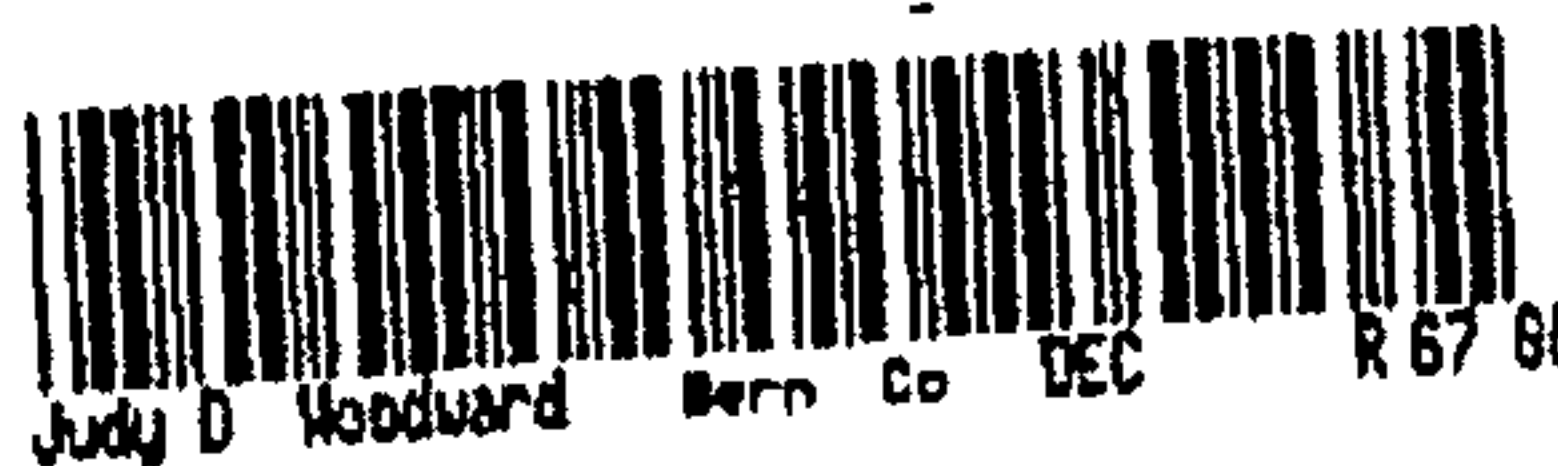
supplies, paint, wallpaper and other wallcovering, carpeting and other floor coverings, siding, ceiling fans, garden and gardening supplies, patio furniture, finished or unfinished furniture, tile (including ceramic tile), artificial and natural plants, light fixtures, cabinets and household appliances, and other products generally sold in a retail home improvement center, except for the "incidental" sale of such items in a store located on the Outparcel. An "incidental" sale of such items is one in which there is no more than the lesser of (i) five percent (5%) of the total Floor Area of such business, or (ii) one thousand (1,000) square feet of sales and/or display area, relating to such items individually or in the aggregate.

4.3 Hazardous Materials

A. Restriction on Hazardous Materials No Hazardous Material (as defined in Section 4.3D below) shall be brought upon, kept, used, generated or stored in or around the Outparcel, except with the prior written consent of Home Depot, which consent shall not unreasonably be withheld, and in compliance with all applicable Environmental Regulations (as defined in Section 4.3D below), and then only to the extent that such Hazardous Material is necessary in the ordinary course of business conducted on the Outparcel. Notwithstanding the foregoing, Home Depot's consent shall not be required for the storage, use or disposal of common household cleansers and degreasers in the ordinary course of business on the Outparcel, provided that such storage, use and disposal is in compliance with all applicable Environmental Regulations. It shall be per se reasonable for Home Depot to prohibit underground storage tanks on the Outparcel, and to require any above-ground storage tanks to have a double-wall containment system. Home Depot's approval of any method of use or storage of Hazardous Materials on the Outparcel shall in no way limit Home Depot's rights and remedies under this Section 4.3, nor create any liability on the part of Home Depot. Without limiting the foregoing, in the event of a violation of any Environmental Regulation on the Outparcel, the Outparcel Owner shall promptly take all actions, at its sole cost and expense, as are necessary to correct such violation to the satisfaction of Home Depot.

B. Indemnity If the Outparcel Owner breaches its obligations under Section 4.3A above, or if a Hazardous Material is at any time released or found to exist on the Outparcel (except to the extent caused by Home Depot), then the Outparcel Owner shall indemnify, defend, protect and hold Home Depot and its respective officers, directors, shareholders, employees and agents, harmless from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) arising out of such breach or the existence of such Hazardous Material, including, without limitation, (i) diminution in value of the Major Parcel, (ii) damages for the loss or restriction on use of rentable or usable space or of any improvement on the Major Parcel, (iii) sums paid in settlement of, payment of, or in order to comply with any claims, suits, actions, judgments, proceedings or investigations, (iv) reasonable consultants' fees, experts' fees and incidental costs incurred in connection with any of the above, and (v) reasonable costs of any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any governmental or quasi-governmental authority with jurisdiction. The obligation to indemnify, defend, protect and hold Home Depot harmless as set forth herein shall survive the expiration of this Declaration.

OC982370 130/CSE/H3985-105/Store #351



1998119216
3103154
Page: 14 of 31
89/18/1998 18:34R
Bk-9815 Pg-7488

C. Groundwater Testing Without limiting the foregoing, Home Depot shall have the right, at any time and from time to time, to cause not more than three (3) testing wells to be installed on the Outparcel in locations reasonably approved by the Owner of the Outparcel and, at Home Depot's option, may cause the groundwater under the Outparcel to be tested for the presence of Hazardous Materials not more than once in any twelve (12) month period (unless there is an investigation which requires more frequent testing) by the use of such tests as are then customarily used for such purposes. If the Owner of the Outparcel so requests in writing, Home Depot shall supply such Owner with copies of such test results. The testing described in this Section 4 3C shall be at Home Depot's expense, unless the Outparcel Owner is obligated to indemnify Home Depot against such costs pursuant to Section 4 3B above. Notwithstanding the foregoing, this Section 4 3C is not intended to and does not limit or abridge Home Depot's legal rights, if any, to recover these expenses from the Outparcel Owner.

D. Definitions As used herein, the term "Hazardous Material" means: (i) any waste, material or substance (whether in the form of a liquid, a solid or a gas and whether or not air-borne), which is deemed to be a pollutant or a contaminant, or to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions or requirements, any amendments or successor(s) thereto, replacements thereof or publications promulgated pursuant thereto; (ii) petroleum and hydrocarbons, whether crude or refined, and any fraction or mixture thereof; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) any radioactive material. The term "Environmental Regulations" means local, state and federal laws, judgments, ordinances, orders, rules, regulations, codes and other governmental restrictions and requirements, any amendments and successors thereto, replacements thereof and publications promulgated pursuant thereto, which deal with or in any manner relate to Hazardous Material.

ARTICLE 5

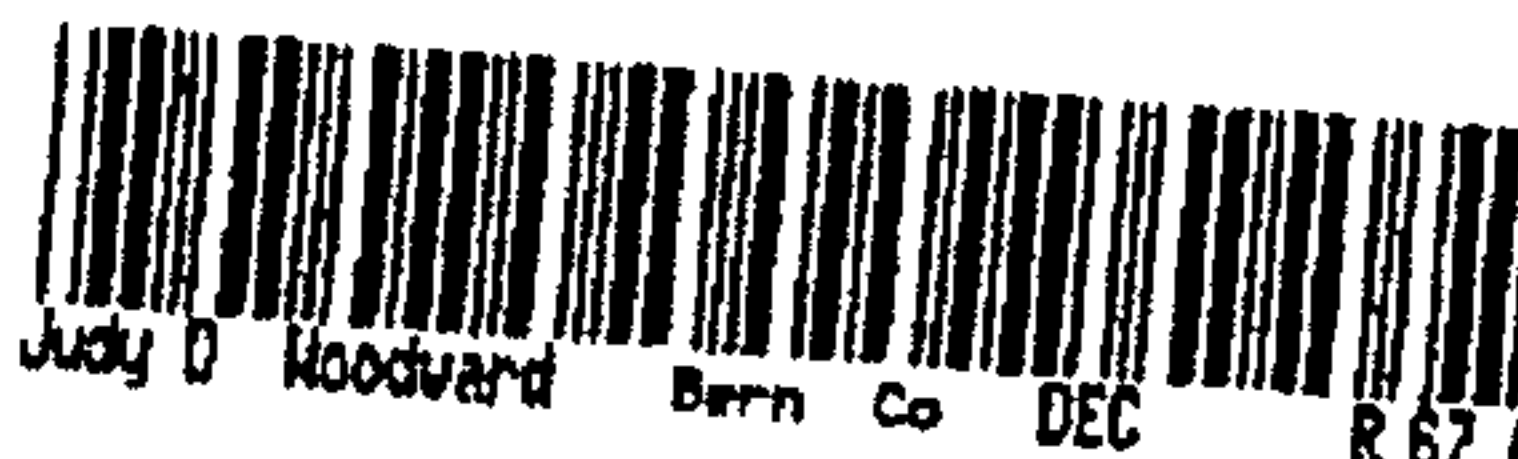
COMMON AREA MAINTENANCE; TAXES; INSURANCE

5.1 Maintenance

A. Maintenance Standards The Outparcel Owner shall maintain the Common Area on the Outparcel at all times in good and clean condition and repair and to a level comparable to the standard of maintenance generally maintained in other shopping centers of similar size and tenant-mix, in the Albuquerque, New Mexico metropolitan area, and in compliance with all applicable Government Regulations, said maintenance to include, without limitation, the following:

1. Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability, and restriping when necessary;

OC982370 130/CSE/H3985-105/Store #3501/08-31-



1998119216

5109134

Page: 15 of 31

89/18/1998 18:34A

Bk-9815 Pg-7488

2. Removing all ice and snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition and keeping the Common Area on the Outparcel free from any obstructions including those caused by snow and ice and the sale or display of merchandise;

3 Maintaining, repairing, restriping and replacing, when necessary, all traffic directional signs, markers and lines;

4 Keeping the Common Area on the Outparcel lighted as required in this Declaration;

5 Maintaining, repairing and replacing all landscaped areas (other than those provided in Section 3.4 above); operating, maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as necessary;

6 Maintaining, repairing and replacing, when necessary, all Common Area walls, including, without limitation, any screening walls serving buildings or retaining walls that are also part of the walls of a building on the Outparcel;

7 Maintaining, repairing, cleaning and replacing, when necessary, all Utility Lines not conveyed to any public or private utility and Common Area lighting facilities, including light standards, wires, conduits, lamps, ballasts, and lenses, time clocks and circuit breakers to the extent same are reasonably required;

8 Maintaining, repairing and replacing, when necessary, the monument sign on the Outparcel;

9 Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Outparcel Owner shall remain responsible and liable for the performance of all said services in accordance with the terms of this Declaration and for the performance of any such third party or parties under any such contract or contracts; and

10 Maintaining liability insurance on the Common Area located on the Outparcel, in compliance with Section 5.5.

The foregoing obligations shall include any repairs or replacements which may become necessary due to damage or destruction of the Common Area on the Outparcel

B Take-Over Right In the event that the Outparcel Owner fails or refuses to undertake the maintenance obligations set forth in Section 5.1A, then upon thirty (30) days' prior written notice to the Outparcel Owner, Home Depot may at its option, but without any obligation to do so, elect to assume the Outparcel Owner's maintenance obligations. The Outparcel Owner hereby grants to Home Depot, and its contractors, agents and employees, a license to enter upon the Outparcel to operate, maintain, repair and replace the Common Area located thereon. In no event shall Home Depot be responsible for security or traffic supervision,

OC9R2370 130/CSE/H3985-105/Store #3501/08-31-98/sa



1998119216
5100154
Page: 16 of 31
09/18/1998 10:34A
Bk-9815 Pg-7408

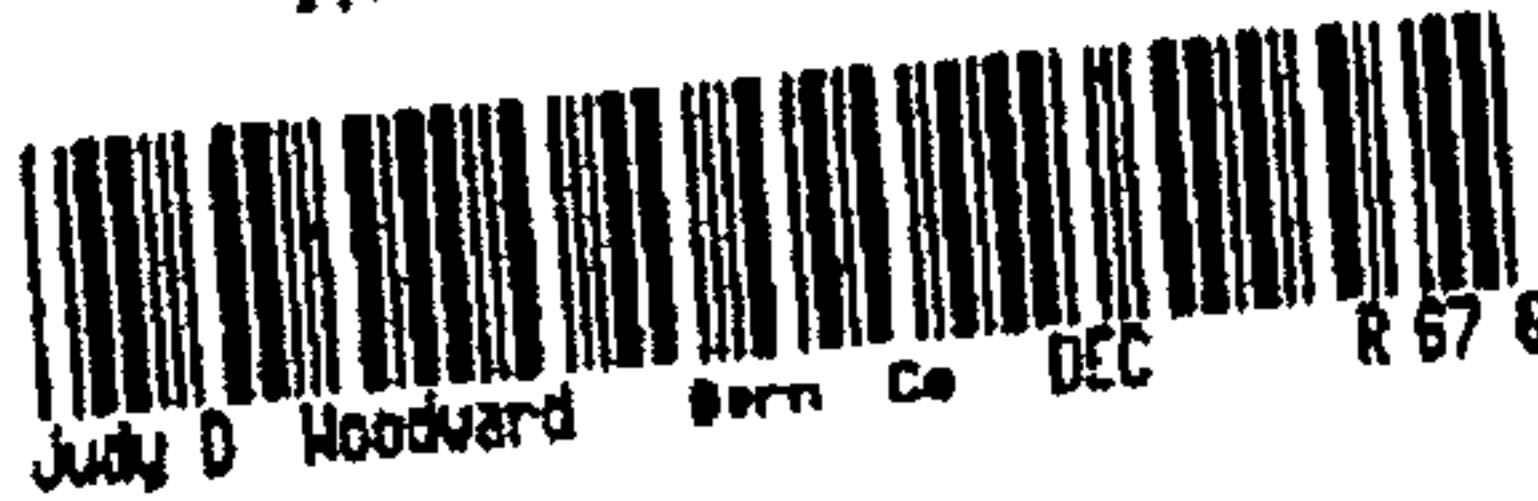
nor shall Home Depot be obligated to perform repairs and replacements of the Common Area in connection with damage or destruction by fire or other casualty or in connection with a taking under the powers of eminent domain or transfer in lieu thereof. Upon thirty (30) days' prior written notice to the Outparcel Owner, Home Depot may elect to return to the Outparcel Owner the maintenance obligations set forth above

5.2 Reimbursement; Lien In the event Home Depot is performing the Common Area maintenance and/or carrying the Common Area liability insurance on the Outparcel, then the Outparcel Owner shall reimburse Home Depot the reasonable costs incurred by Home Depot in connection therewith, plus a management fee equal to fifteen percent (15%) of such costs to defray administrative expenses, within thirty (30) days after receipt of Home Depot's invoice therefor. The percentage allocation of such costs among Parcels shall be based on a pro rata share, which pro rata share shall be based on the ratio of the total square footage of the Floor Area on the Outparcel to the total square footage of Floor Area located on all Parcels (including the Major Parcel)

If the Outparcel Owner fails to pay when due its share of any invoice for the Common Area maintenance expenses described above (including the management fee described herein), or its contribution to the cost of maintaining and repairing the Permanent Access Drive and/or the Parking Area of the Major Parcel pursuant to Section 3.2B, or any other sums which may be due and owing from the Outparcel Owner to Home Depot under this Declaration, then, following any cure period provided in Section 6.3, such failure shall constitute a default under this Declaration and Home Depot may thereafter institute legal action against the Outparcel Owner for reimbursement, plus interest from the date said bill was due and payable to and including the date said bill is paid, at the Default Rate. Furthermore, Home Depot shall have a lien on the Outparcel Owner's Outparcel for the amount of said expenses and accrued interest as set forth above. The lien provided for in this Section 5.2 shall only be effective when filed for record by Home Depot as a claim of lien against the Outparcel Owner in the office of the recorder of the county in which the Outparcel is located, signed and verified, which shall contain at least: (i) an itemized statement of all amounts due and payable pursuant hereto; (ii) a description sufficient for identification of the Outparcel; (iii) the name of the Owner or reputed Owner of the Outparcel; and (iv) the name and address of Home Depot. The lien, when so established against the Outparcel, shall be prior and superior to all right, title, interest, lien or claim which may be or has been acquired or attached to the Outparcel after the time of filing the lien. The lien shall be for the use and benefit of Home Depot and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

5.3 Lighting

A. Required Lighting The lighting for the Common Area on the Outparcel shall remain on each day from dusk until 11:00 p.m., at a lighting level of one and one-half (1.5) foot candles. Security lighting for the Outparcel shall remain on each day from 11:00 p.m. until 6:00 a.m. The Outparcel Owner shall, at its expense, keep any exterior building security lights on from dusk until dawn. The Outparcel Owner and Home Depot hereby grant to each other an irrevocable license for the purpose of permitting the lighting from the Major Parcel and the Outparcel to incidentally shine on the Outparcel and the Major Parcel, respectively. The



electrical service for all of the lighting on the Outparcel shall be separately metered and billed to the Outparcel Owner

B. Overtime Lighting The parties recognize that the hours of operation of the businesses located on the Parcels may be different from each other and, accordingly, that an Owner may wish to illuminate the Common Area on a Parcel beyond the hours required under Section 5.3A. Therefore, either Owner shall have the right to require that the Common Area lights on a Parcel be illuminated beyond the hours required under Section 5.3A, provided that such requesting Owner notifies the Owner of the other Parcel of such request not less than fifteen (15) days in advance. In its notice, the requesting Owner shall state the period during which it wishes the lights to be kept on, and the requesting Owner shall pay to the Owner of the other Parcel the cost of the electricity required to illuminate such lights beyond the hours required in Section 5.3A within thirty (30) days after receipt of an invoice therefor.

5.4 Taxes and Assessments The Outparcel Owner shall pay or cause to be paid, prior to delinquency, all taxes and assessments levied with respect to the Outparcel and the buildings, improvements and any personal property located thereon and owned or leased by the Outparcel Owner. If a tax or assessment may be paid in installments, the Outparcel Owner may pay such tax or assessment in installments, as and when the same becomes due and payable. Nothing contained in this Section 5.4 shall prevent the Outparcel Owner from contesting, at its sole cost and expense, any taxes and assessments with respect to the Outparcel, so long as such contest is prosecuted in good faith and with all due diligence. At the time that such contest is concluded (including any appeal(s) that may be necessary and appropriate), the Outparcel Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

5.5 Insurance.

A. Liability Insurance The Outparcel Owner shall, at its sole cost and expense, maintain the following policies of insurance in full force and effect:

1. Commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring against claims on account of loss of life, personal injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Outparcel Owner's building, including the Service Facilities on the Outparcel, and the Common Area of the Outparcel by the Outparcel Owner and its Occupants (the "Outparcel Owner's Liability Insurance"). The insurance required pursuant to this Section 5.5A.1 shall include the following provisions: (i) shall provide that the policy may not be canceled or reduced in amount or coverage below the requirements of this Declaration, without at least thirty (30) days' prior written notice by the insurer to the insured and to the additional insured; (ii) shall provide for severability of interests; (iii) shall provide that an act or omission of the insured or the additional insured which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insured; (iv) shall provide for contractual liability coverage, naming the other Owner as an additional insured, endorsed to cover said Owner's agreement to indemnify as set out in Section 5.6 below; and (v) shall be primary and non-contributory. The Outparcel Owner agrees to furnish to Home Depot, if Home Depot so

OC982370 130/CSE/H3985-105/Store #3501/08-31-



1998119216
3188154
Page: 18 of 31
89/18/1998 18:34R
Bk-9815 Pg-7489

requests, a certificate affirming that: (i) such insurance is in full force and effect; (ii) the premiums have been paid in full; (iii) the appropriate parties are designated as additional insureds as required by this Declaration; (iv) the policy contains any required waiver of subrogation; and (v) such insurance may not be canceled or coverage reduced below the levels required to be maintained hereunder without at least thirty (30) days' prior written notice to the insured and additional insured

2 The Outparcel Owner's Liability Insurance shall be carried by an insurance company or companies qualified to do business in the state in which the Shopping Center is located with a Best's Key Rating Guide Property-Casualty United States rating of at least an A- and a financial rating of XII, and having limits for bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property, in an amount of not less than Five Million and No/100 Dollars (\$5,000,000 00) combined single limit per occurrence/aggregate, such coverage to be in a commercial general liability form with at least the following endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including coverage for injuries to or caused by employees; (iii) providing for blanket contractual liability coverage (including any Owner's indemnity obligations contained in this Declaration), broad form property damage coverage and products completed operations, Owner's protective and personal injury coverage; (iv) providing for coverage of employer's automobile non-ownership liability; and (v) if the use of the Outparcel includes the sale of alcoholic beverages, including coverage for employer's liability, host liquor liability, liquor liability and so-called "dram shop" liability coverage with a combined single limit of not less than Three Million and No/100 Dollars (\$3,000,000 00) per occurrence. The Outparcel Owner's Liability Insurance shall be made on an "occurrence" basis and not on a "claims made" basis. The insurance referenced in this Section 5.5, may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner; so long as the amount and coverage of insurance required to be carried hereunder is not diminished, or (iii) a combination of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by the Outparcel Owner in compliance with this Section 5.5, the Outparcel Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Twenty-Five Thousand and No/Dollars (\$25,000 00)

B Insurance Coverage During Construction

1 Prior to commencing any Construction activities within the Outparcel, the Outparcel Owner shall obtain or require its contractor to obtain and thereafter maintain so long as such Construction activity is occurring, at least the minimum insurance coverages set forth below:

(A) Workers' compensation and employer's liability insurance:

(i) Workers' compensation insurance as required by any applicable law or regulation

OC982370 130/CSE/H3985-105/Store #3501/08-31-98/saj



1998119216
5189174
Page: 18 of 31
09/18/1998 10:34A
Bk-9815 Pg-7488

(ii) Employer's liability insurance in the amount of Five Million and No/100 Dollars (\$5,000,000.00) each accident for bodily injury, Five Million and No/100 Dollars (\$5,000,000.00) policy limit for bodily injury by disease and Five Million and No/100 Dollars (\$5,000,000.00) each employee for bodily injury by disease

(B) General liability insurance: Commercial General Liability insurance covering all operations by or on behalf of the general contractor, which shall include the following minimum limits of liability and coverages:

(i) Required coverages:

- a) Premises and operations;
- b) Products and completed operations;
- c) Contractual liability, insuring the indemnity obligations assumed by contractor under the contract documents;
- d) Broad form property damage (including completed operations);
- e) Explosion, collapse and underground hazards; and
- f) Personal injury liability

(ii) Minimum limits of liability:

- a) Five Million and No/100 Dollars (\$5,000,000.00) each occurrence (for bodily injury and property damage);
- b) Five Million and No/100 Dollars (\$5,000,000.00) for Personal injury liability;
- c) Five Million and No/100 Dollars (\$5,000,000.00) aggregate for products and completed operations (which shall be maintained for a three (3) year period following final completion of the work); and
- d) Five Million and No/100 Dollars (\$5,000,000.00) general aggregate applying separately to this Shopping Center

(C) Automobile Liability Insurance: Any automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability



(D) **Umbrella/Excess Liability Insurance:** The general contractor shall also carry umbrella/excess liability insurance in the amount of Five Million and No/100 Dollars (\$5,000,000 00) If there is not a per project aggregate under the commercial general liability policy, the limit shall be Ten Million and No/100 Dollars (\$10,000,000 00).

2. If the Construction activity involves the use of the other Owner's Parcel, then the Owner of such Parcel shall be an additional insured and such insurance shall provide that the insurance shall not be canceled, or reduced in amount or coverage below the requirements of this Declaration, without at least thirty (30) days' prior written notice to the additional insured. If such insurance is canceled or expires, then the Construction Owner shall immediately stop all work on or use of the other Owner's Parcel until either the required insurance is reinstated or replacement insurance obtained. The general contractor shall supply the other Owner with certificates with respect to all insurance required by this Section 5 5B

3 Effective upon the commencement of Construction of any building on the Outparcel and so long as such building exists, the Outparcel Owner shall carry, or cause to be carried, property insurance with "all-risk" coverage, in the amount of one hundred percent (100%) of full insurable replacement cost thereof (excluding footings, foundations or excavations).

C **Property Insurance.** The Outparcel Owner shall cause to be carried one hundred percent (100%) full insurable replacement cost fire and extended coverage "all risk" property insurance on all buildings and improvements (including Common Area improvements) on the Outparcel in amounts at least sufficient to raze and demolish all the buildings and improvements located on the Outparcel. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 5 5

5 6 **Indemnification by Owners** Each Owner shall defend, indemnify and hold the other Owner and its Permittees harmless for, from and against any and all damages, liabilities, losses, actions, claims, costs and expenses (including reasonable attorneys' fees and court costs and reasonable attorneys' fees and court costs on appeal): (i) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the indemnifying Owner's Parcel, or occasioned wholly or in part by any grossly negligent or willful act or omission of the Owner or its Occupants; (ii) occurring in the interior of any building constructed on the indemnifying Owner's Parcel, unless caused by the grossly negligent or willful act or omission of the indemnified Owner or its Permittees; (iii) in connection with the failure to comply with the provisions of this Declaration; (iv) in connection with any act or omission of such Owner or its Permittees. If Home Depot shall, without fault, be made a party to any litigation commenced by or against the Outparcel Owner or its Permittees, or if Home Depot shall, in its reasonable discretion, determine that it must intervene in such litigation to protect its interest hereunder, then the Outparcel Owner shall defend Home Depot using attorneys reasonably satisfactory to Home Depot and shall pay all costs, expenses and reasonable attorneys' fees and costs in connection with such litigation. Home Depot shall have the right to engage its own attorneys in connection with any of the provisions of this Section 5.6 or any of the provisions of this Declaration, including, but not limited to, any defense of, or intervention by, Home Depot,

OC982370 130/CSE/H3985-105/Store #3501/08-31-98



Judu D Woodward Bern Co DEC R 67 88

1998119216

3102154

Page: 21 of 31

09/18/1998 10:34A

Bk-9815 Pg-7400

notwithstanding any contrary provisions of the laws or court decisions of the state in which the Shopping Center is located

5.7 Mutual Release Each Owner (the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, the other Owner (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Shopping Center, which loss or damage is of the type covered by the insurance required to be maintained under Sections 5.5B and 5.5C above, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. Each Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Each Owner ("Indemnitor") covenants and agrees to indemnify, defend and hold harmless the other Owner ("Indemnitee") from and against all claims asserted by or through any Permittees of the Indemnitor's Parcel for any loss or damage to the property of such Permittee located upon the Indemnitor's Parcel, which loss or damage is covered by the insurance required to be maintained under Sections 5.5B and 5.5C above, irrespective of any negligence on the part of the Indemnitee which may have contributed to or caused such loss.

5.8 Waiver of Subrogation The Owners and Occupants each hereby waive any rights one may have against the other on account of any loss or damage occasioned to an individual Owner or Occupant, or its respective property, either real or personal, arising from any risk generally covered by fire and extended coverage insurance and from any risk covered by insurance then in effect. In addition, the Owners and Occupants, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any insurance company may have against the Owners and Occupants. The foregoing waivers of subrogation shall be operative only so long as available in the state where the Shopping Center is situated and provided further that no policy of insurance is invalidated thereby.

ARTICLE 6

GENERAL PROVISIONS

6.1 Successors and Assigns; Covenants Running with the Land This Declaration shall inure to the benefit of and be binding upon the Owners of the Shopping Center and the respective portions thereof, their heirs, personal representatives, successors and assigns, and each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Shopping Center owned by it which accrue during the period of such ownership. For purposes of this Agreement, "Home Depot" shall mean and refer to the owner of the Major Parcel at the time in question. Each term, covenant, condition and agreement contained herein respecting the Major Parcel or the Outparcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcel and each part thereof and shall run with the land.

OC982370.130/CSE/H3985-105/Store #3501/08-31-98/saj



1998119216
5108154
Page: 22 of 31
09/18/1998 10:34A
Bk-9815 Pg-7408

6.2 Term Except as otherwise provided in this Declaration with respect to certain easements and other obligations which are to survive the expiration of this Declaration, this Declaration shall terminate and be of no further force or effect on that date which is sixty-five (65) years from the date set forth in the initial paragraph of this Declaration

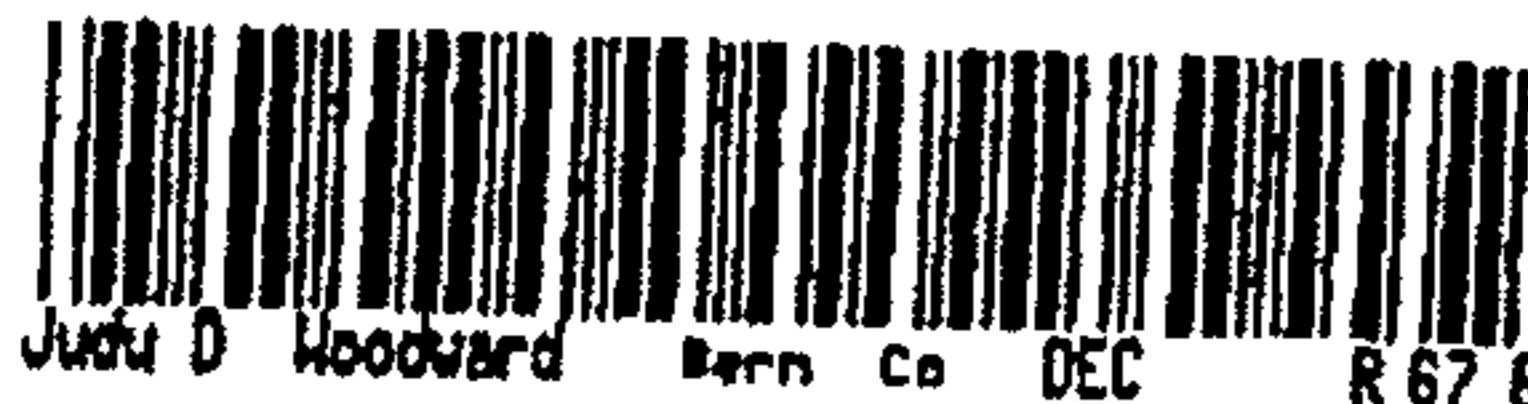
6.3 Default

A Notice and Cure Period. In the event any party fails to perform any provision of this Declaration, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default under this Declaration and the other party may thereafter institute legal action against the defaulting party for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law, provided, however, that the defaulting party shall not be deemed to be in default if such failure to perform cannot reasonably be rectified within said thirty (30) day period and such party is diligently proceeding to rectify the particulars of such failure. The foregoing shall be in addition to any other remedies expressly provided for in this Declaration. Each Owner agrees, by acquiring a Parcel, that the violation of any of the covenants, conditions or restrictions in this Declaration may result in damages which are difficult or impossible to determine in amount, and therefore equitable remedies to enjoin the violation hereof may be appropriate. Therefore, in addition to any other remedies set forth herein, Home Depot shall be entitled to seek temporary and permanent injunctions against the breach of any of the provisions hereof. It is expressly agreed that no breach of or default under this Declaration shall entitle any party to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder or by reason of any breach of or default under this Declaration or at law or in equity

B Self-Help. In the event the Outparcel Owner fails to perform any term or provision of this Declaration, then, upon the expiration of the cure period provided in Section 6.3A (provided, however, that in an emergency no such notice shall be required), and upon an additional ten (10) days' prior written notice (provided, however, that in an emergency no notice shall be required), Home Depot shall have the right, but not the obligation, to enter upon the Outparcel to cure such default for the account of and at the expense of the Outparcel Owner, unless the Outparcel Owner commences to cure such default within such ten (10) day period and thereafter diligently pursues such cure. If Home Depot exercises its self-help right, then, within ten (10) days after receipt of an invoice from Home Depot, the Outparcel Owner shall reimburse to Home Depot all costs reasonably incurred by Home Depot in curing such default, plus an administrative fee equal to fifteen percent (15%) of such costs. The foregoing shall be in addition to all other remedies provided for in this Declaration or under applicable law. No breach of or default under this Declaration shall entitle a party to terminate this Declaration, but such limitation shall not affect in any other manner any other rights or remedies which such party may have hereunder or at law or in equity.

6.4 Amendment; Termination. This Declaration may not be modified or terminated in any respect whatsoever by the Outparcel Owner. Home Depot (or any successor Owner of the Major Parcel) may modify or terminate this Declaration only with the consent of the Outparcel Owner, and then only by written instrument duly executed and acknowledged by the

OC982370 130/CSE/H3985-105/Store #3501/08-31-98.



1998119216
5100133
Page: 23 of 31
89/18/1998 10:34A
Bk-9815 Pg-7468

Outparcel Owner, duly recorded in the office of the recorder of the county in which the Parcels are located

6.5 Multiple Owners. If the Outparcel is owned by more than one Person, then all of such Persons shall agree among themselves by a fifty-one percent (51%) majority of ownership interests and designate in writing to the other party a single Person who is entitled to act as the Outparcel Owner for the Outparcel. If the Owners of the Outparcel cannot agree who shall be entitled to act as the Outparcel Owner for the Outparcel, or if the Owners fail to designate the single Person who is entitled to act as the "party" for the Outparcel within thirty (30) days after receipt of a request to do so from the other party, then the other party shall designate one of the Owners to act as the "party" for the Outparcel.

6.6 Notices. All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, or by United States mail (certified, return receipt requested), or by United States express mail or other established express delivery service (such as Federal Express, DHL and United Parcel Service), postage or delivery charges prepaid, addressed to the person and address specified below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls in the county in which the Parcels are located. All notices to Home Depot, either in its capacity as Owner of the Major Parcel or the Outparcel, shall be addressed as follows:

Home Depot U S A , Inc
3800 W Chapman
Orange, California 92868
Attn: Real Estate Department
and Legal Department

with a copy to:

Home Depot U S A , Inc
2455 Paces Ferry Road
Atlanta, Georgia 30339
Attn: Vice President, Legal Department

Each party may change the Person and address to which notices are to be given, upon written notice to the other party. All notices given pursuant to this Declaration shall be deemed given upon receipt. For the purpose of this Declaration, the term "receipt" shall mean the earliest of any of the following: (i) the date of delivery to the address specified pursuant to this Section as shown on the return receipt; (ii) the date of actual receipt by the Person specified pursuant to this Section; or (iii) in the case of refusal to accept delivery or inability to deliver, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

6.7 Waiver. The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any

OC982370 130/CSE/H3985-105/Store #3501/08-31-98/s



1998119216
5100131
Page: 24 of 31
09/18/1998 10:34A
BK-9815 Pa-7400

subsequent breach or default in the performance of any of the covenants, conditions and restrictions contained herein by the same or any other Person

6.8 Attorneys' Fees. If any party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorneys' fees (including costs and attorneys' fees on any appeal)

6.9 Sale/Lease-Back. Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel to an unaffiliated third party (for purposes of this Section, referred to as "Prime Lessor") and such Owner thereafter enters into a lease as lessee (for purposes of this Section, referred to as "Prime Lessee") for all of such Parcel with such Prime Lessor, then for so long as Prime Lessee is in possession of the property as lessee, Prime Lessee shall have all of the rights and obligations of the Owner of such Parcel, and the other Owners of the Shopping Center shall look solely to said Prime Lessee for the performance of any obligations said Owner shall have under this Declaration and the Prime Lessor shall be relieved, while said lease is in effect, of any obligation for the performance of or liability under this Declaration set forth herein relating to either the Owner or its Parcel

6.10 Partial Invalidity. If any term or provision of this Declaration or the application hereof to any Person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Declaration and the application of such term or provision to other Persons or circumstances shall be unaffected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law

6.11 No Partnership The provisions of this Declaration are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or any other similar relationship between the parties. Each party shall be considered a separate party and no party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged

6.12 Captions The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein

6.13 Entire Agreement This Declaration contains the entire agreement, and supersedes all prior agreements (either oral or written), with respect to the subject matter hereof

6.14 Interpretation Whenever the context requires in construing the provisions of this Declaration, the use of a gender shall include both genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar import) are used with respect thereto. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Declaration

OC982370 130/CSE/H3985-105/Store #3501/08-31-98/s



1998119216
5108156
Page: 25 of 31
89/18/1998 16:34R
Bk-9815 Pg-7400

Judu D Woodward Bern Co DEC R 67 00

6.15 Joint and Several. If any party hereto is composed of more than one Person, then the obligations of such party shall be joint and several.

6.16 Recording. This Declaration shall be recorded in the office of the recorder of the county in which the Parcels are located.

6.17 Time of Essence: Force Majeure. Time is of the essence with respect to the performance of each obligation of this Declaration. Whenever performance is required by any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of such Person, then the time for performance as herein specified shall be extended by the amount of the delay actually so caused. Notwithstanding the foregoing, the provisions of this Section shall not operate to excuse any Person from the prompt payment of any monies required by this Declaration to be paid.

6.18 Mortgagee Protection. Notwithstanding anything in this Declaration to the contrary, no breach of this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but this Declaration shall be binding upon and effective against any party hereto whose title is acquired by foreclosure, trustee's sale, deed or conveyance in lieu of foreclosure or otherwise. Notwithstanding anything to the contrary contained in this Declaration, in order to preserve the rights and interests of any "Institutional Lienholder" (as defined below), if a lien is placed on the Outparcel pursuant to Section 5.2, such lien shall be subordinate and inferior to the lien of any Institutional Lienholder now or hereafter placed upon the Outparcel, except that upon foreclosure (or deed or conveyance in lieu of foreclosure) or termination of the lease under a sale/leaseback by an Institutional Lienholder, any lien recorded pursuant to Section 5.2 prior to such foreclosure or termination, and any post-foreclosure or post-termination lien, shall be and become the obligation of the Person acquiring title to the Outparcel by such foreclosure (or deed or conveyance in lieu of foreclosure). In any event, the interest of any Institutional Lienholder in the Outparcel, and any assignee or successor-in-interest of such Institutional Lienholder, shall be subject to all the covenants, terms and conditions contained in this Declaration. As used herein, "Institutional Lienholder" means any mortgagee under a mortgage or beneficiary under a deed of trust or lessor under a sale and leaseback or secured party under any security agreement constituting a lien on the fee or leasehold interest in the Outparcel or any portion thereof, which lienholder is a bank, savings and loan association, insurance company, pension fund, real estate investment trust, credit union or other institutional lender.

6.19 Construction by Home Depot. Nothing in this Declaration shall limit the right of Home Depot to alter or reconfigure any of the Parcels owned by Home Depot, or to construct such additional improvements as Home Depot deems necessary or advisable. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Parcels such structures and displays as may reasonably be necessary for the conduct of the business of disposing of the Parcels by sale, lease or otherwise. This Declaration shall not limit the right of Home Depot at any time to establish on the Parcels additional licenses, reservations and rights-of-

-26-

OC982370 130/CSE/H3985-105/Store #3501/08-31-9



1998119216
3108154
Page: 28 of 31
89/18/1998 10:34A
Bk-9815 Pg-7488

way to itself, to utility companies, or to others as may from time to time reasonably be necessary for the proper development and disposal of the Parcels. Home Depot reserves the right to alter its construction plans and designs as it deems appropriate in its discretion.

6.20 Variations Where appropriate, Home Depot may, in its sole and subjective discretion, grant variations to the provisions hereof, where strict adherence to the requirements of this Declaration or any architectural standards established by Home Depot would, in the judgment of Home Depot, cause undue hardship.

6.21 Limitation of Liability. Except as specifically provided below, there shall be absolutely no corporate or personal liability of Persons who constitute Home Depot hereunder, including, but not limited to, officers, directors, employees or agents thereof, with respect to any of the terms, covenants, conditions and provisions of this Declaration. In the event of a default of Home Depot hereunder, the Outparcel Owner shall look solely to the interest of Home Depot in the Major Parcel for the satisfaction of each and every remedy of the non-defaulting Outparcel Owner; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of the Outparcel Owner to pursue equitable relief in connection with any term, covenant or condition of this Declaration, including a proceeding for a temporary restraining order, preliminary injunction, permanent injunction or specific performance.

IN WITNESS WHEREOF, THIS DECLARATION HAS BEEN EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: 

Daniel R. Hatch

Its: Senior Corporate Counsel

SAJ

-27-

OC982370 130/CSE/H3985-105/Store #3501/08-31-98/saj



1998119216
5105154
Page: 27 of 31
09/18/1998 10:34A
Bk-9815 Pg-7488

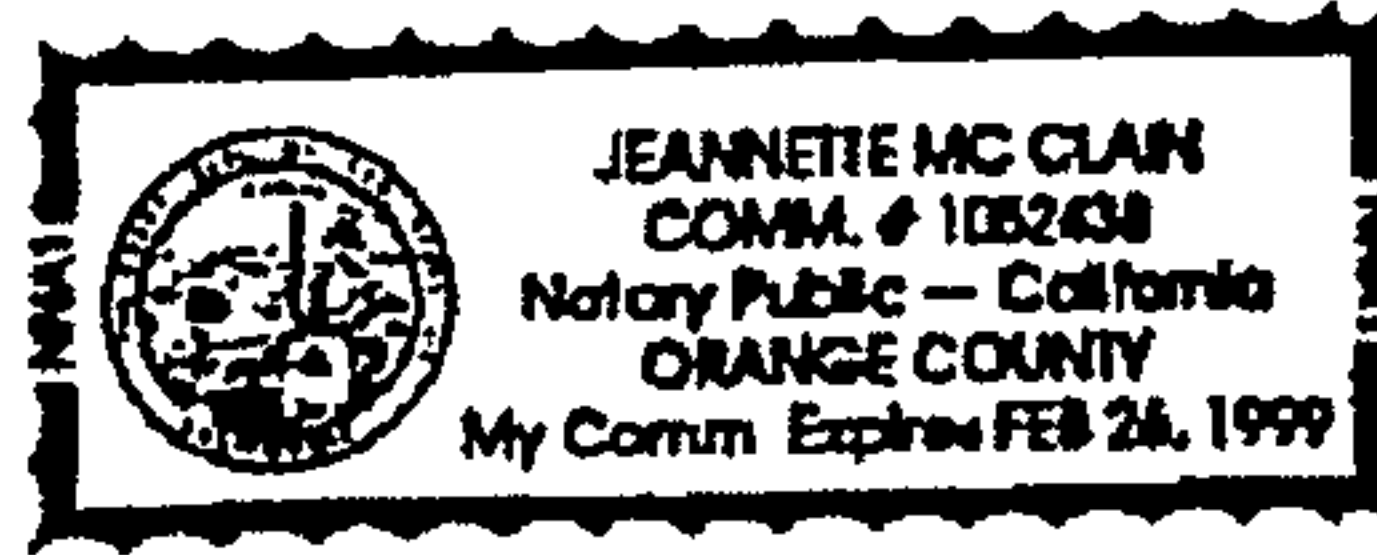
STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On September 1, 1998, before me,
Jeannette McClain, a Notary Public in and for said state,
personally appeared DANIEL R. HATCH, personally known to me
(or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within
instrument, and acknowledged to me that he executed the same
in his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Jeannette McClain
SIGNATURE OF NOTARY PUBLIC

(SEAL)



Judy D Woodward Bern Co DEC R 67.88 1998119216
5108171
Page: 28 of 31
09/18/1998 10:34A
BK-9815 Pg-7488

Exhibits

- A Legal Description of Property
- B Site Plan



1998119216
Page 29 of 31
09/18/1998 10:34A
Bx-9815 Pg-7489

OC982370 130/CSE/H3985-105/Store #3501/08-31-98/saj

Judy D Woodward Bern Co DEC R 67.00

LEGAL DESCRIPTION OF PROPERTY

A tract of land situate within the NW 1/4, NW 1/4 of Section 28, Township 10 North, Range 4 East, New Mexico Principal Meridian within the City of Albuquerque, Bernalillo County, New Mexico being all of TRACTS A and B, VIDEO ADDITION as the same is shown and designated on said amended plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on October 14, 1970 in Volume B5, Folio 63 and being more particularly described as follows:

BEGINNING at the southeast corner of the herein described tract, said point being common with the southwest corner of PARCEL 4 as the same is shown and designated on an unfiled certificate of survey entitled 4 PARCELS OF LAND IN THE NW 1/4, NW 1/4 OF SECTION 28, T 10N, R.4E, N M P.M. prepared by WayJohn Surveying Company, Albuquerque, New Mexico, and further being on the northerly boundary line of TRACT A, MANZANO MESA as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on June 5, 1991 in Volume 91C, Folio 112 from whence the Albuquerque Control Survey Monument "3-L.21" bears S 62°13'09" E, 1256 16 feet;

THENCE N 87°42'48" W, 827 02 feet to the southwest corner, said point being on the easterly right-of-way line of Eubank Boulevard N E ;

THENCE along said right-of-way line N 00°55'16" E, 635 98 feet to a point, said point being common with the southwest corner of TRACT A, GIGAS ADDITION as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on December 7, 1989 in Volume C40, Folio 62;

THENCE leaving said right-of-way line S 87°16'56" E, 767.55 feet to a point, said point being common with the southeast corner of PARCEL 3 of said unfiled certificate of survey;

THENCE N 00°55'26" E, 264.04 feet to a point, said point being common with the northeast corner of said PARCEL 3, and further being on the southerly right-of-way line of Central Avenue N E ;

THENCE along said right-of-way line S 82°12'04" E, 30 22 feet to the northeast corner, said point being common with the northwest corner of said PARCEL 4;

THENCE leaving said right-of-way line along the westerly line of said PARCEL 4 S 00°55'26" W, 261 36 feet to a point;

THENCE continuing S 87°16'56" E, 30.06 feet to a point;

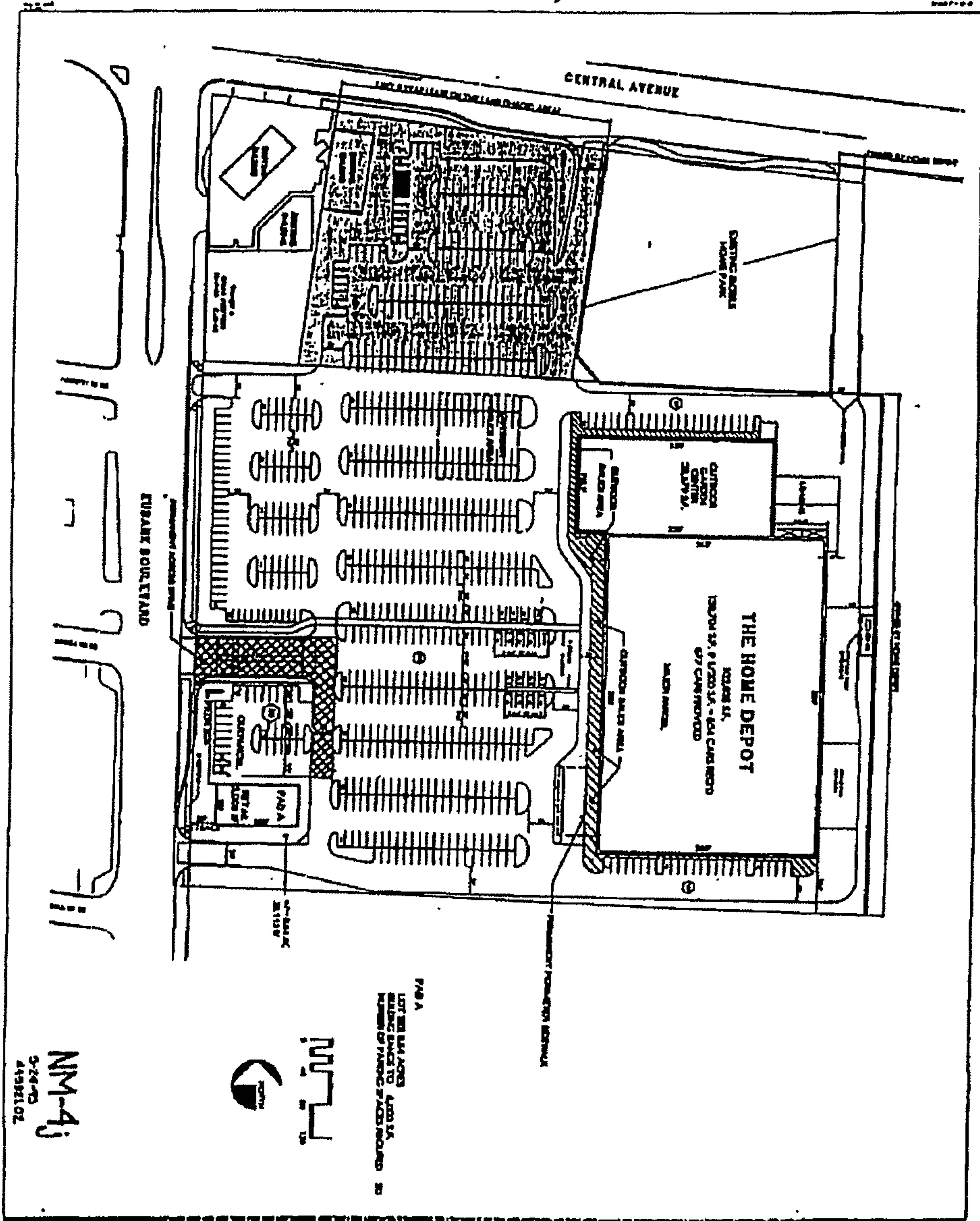
THENCE continuing S 00°57'36" W, 629 74 feet to the point of beginning and containing 12 1961 acres (531,263 square feet) more or less.

EXHIBIT "A"

OC982370 130/CSE/H3985-105/Store #3501/08-31-98



1998119216
5100154
Page 30 of 31
09/18/1998 18:34R
Bk-9815 Pa-7468



ALBUQUERQUE II

1998119216

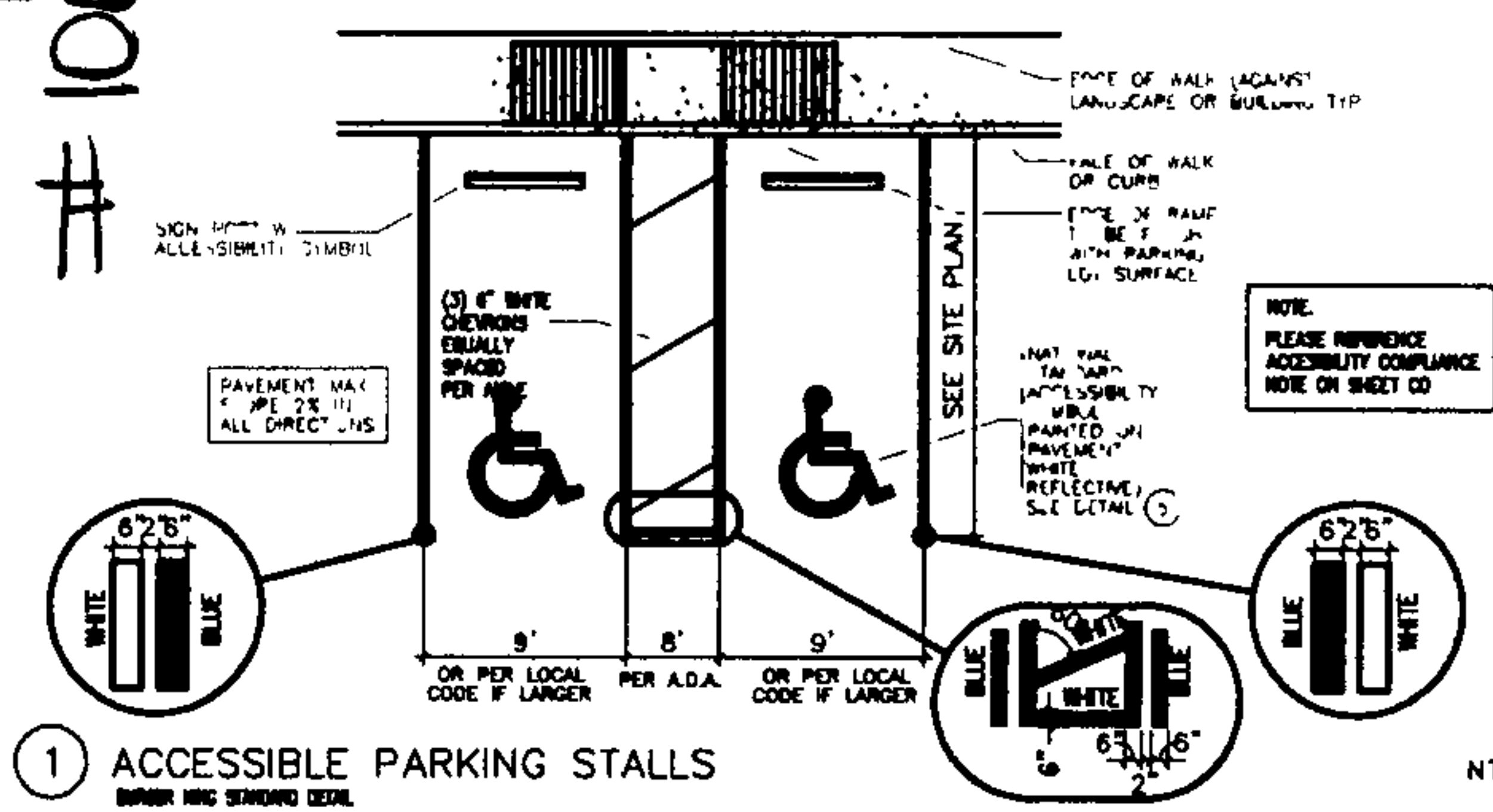
Page: 31 of 31

09/18/1998 10:34A

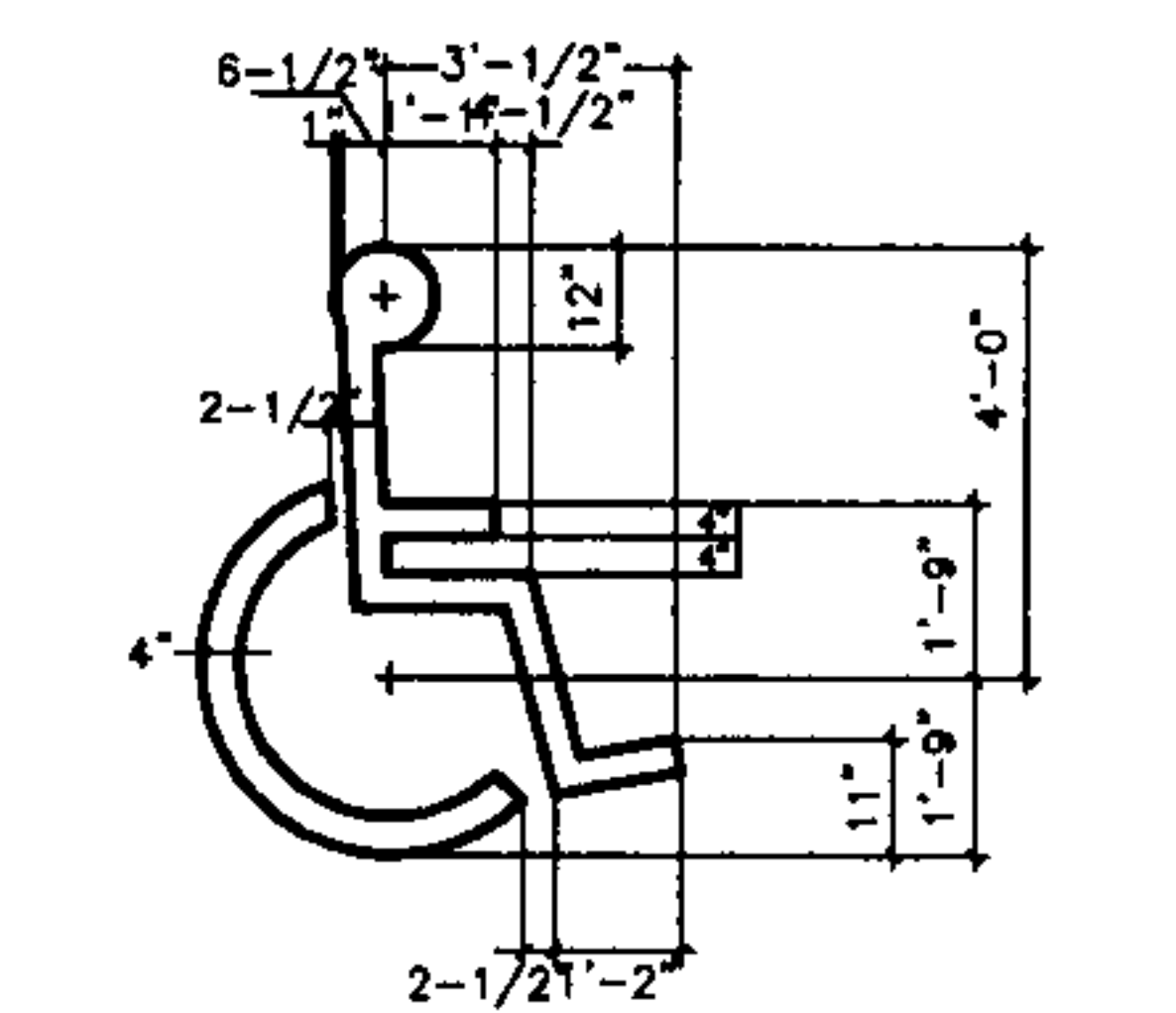
Bk-9815 Po-7488

Judi D Woodward Bern Co DEC R 67 00

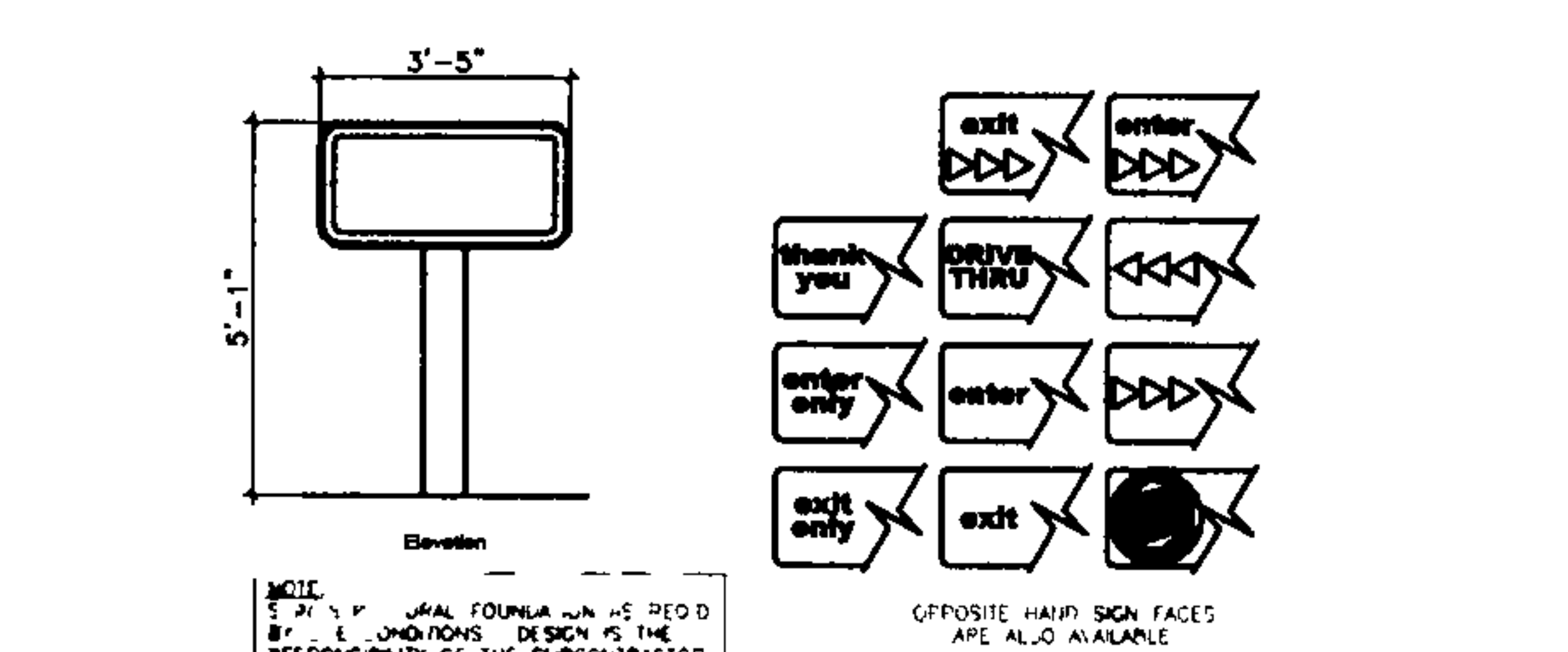
1006606



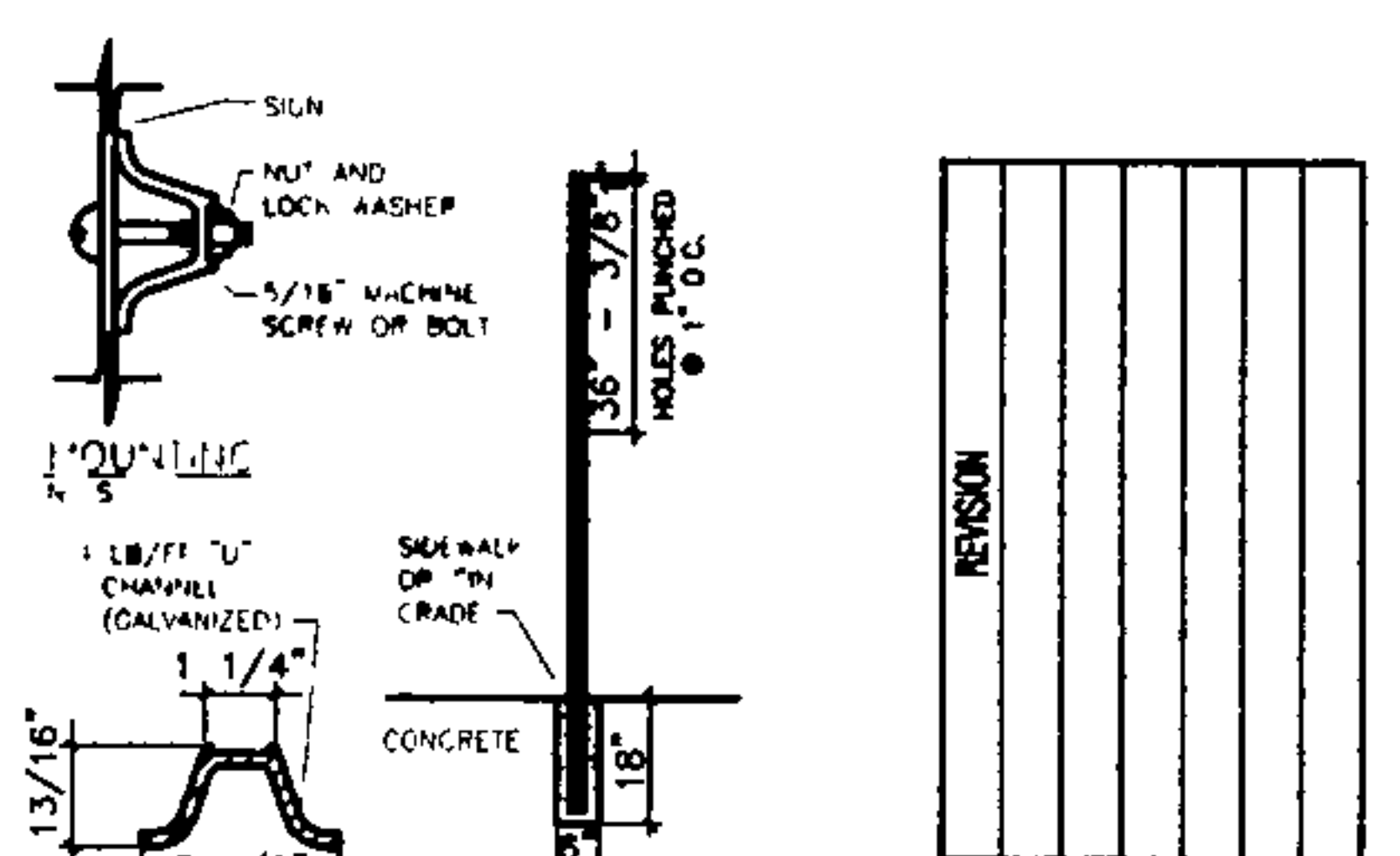
1 ACCESSIBLE PARKING STALLS
NUMBER AND STANDARD DETAIL



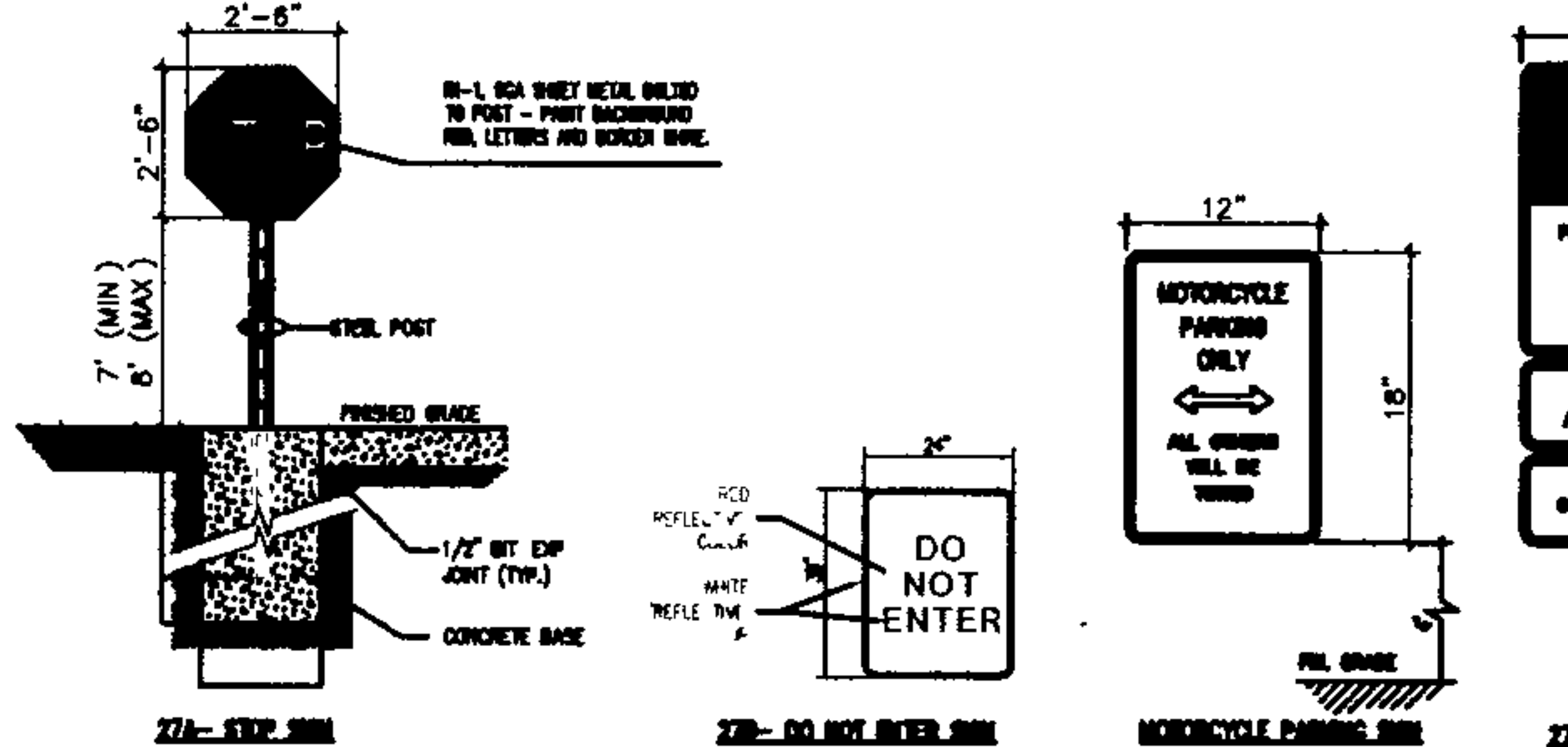
2 PAINTED HANDICAP SYMBOLS
NUMBER AND STANDARD DETAIL



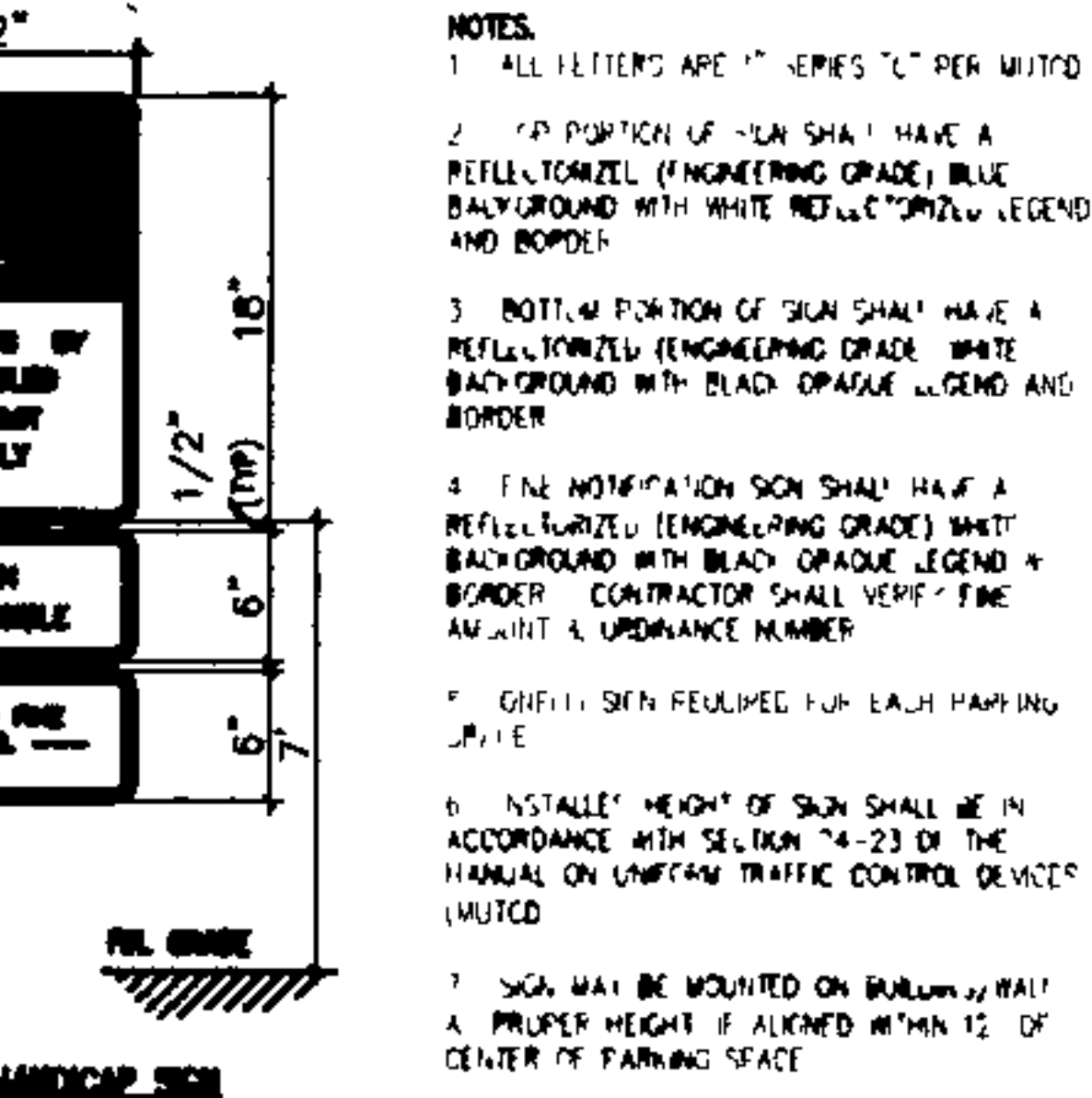
3 STANDARD DIRECTIONAL SIGNS
NUMBER AND STANDARD DETAIL



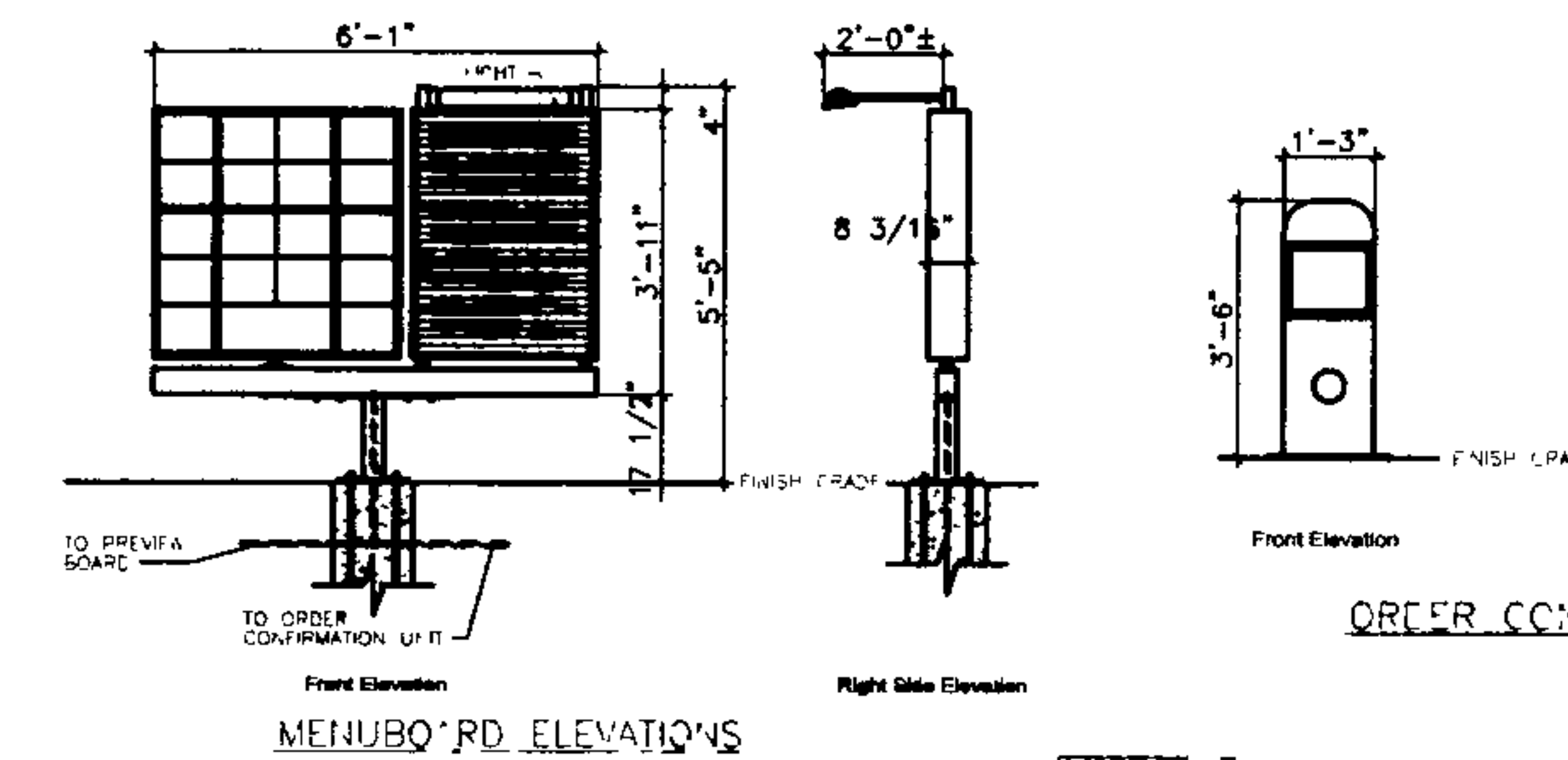
4 SIGN MOUNTING DETAIL
NUMBER AND STANDARD DETAIL



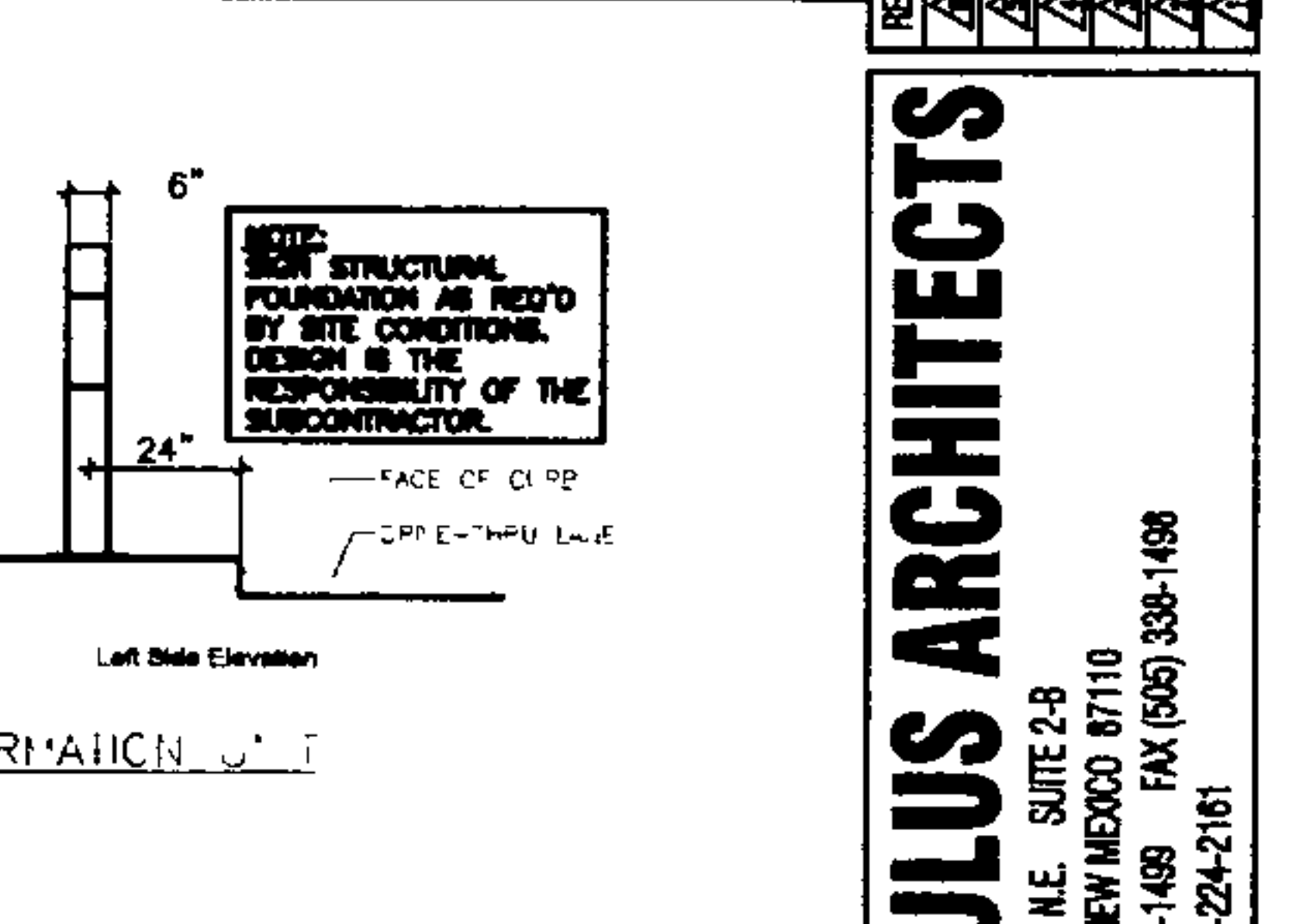
5 SIGNAGE DETAILS



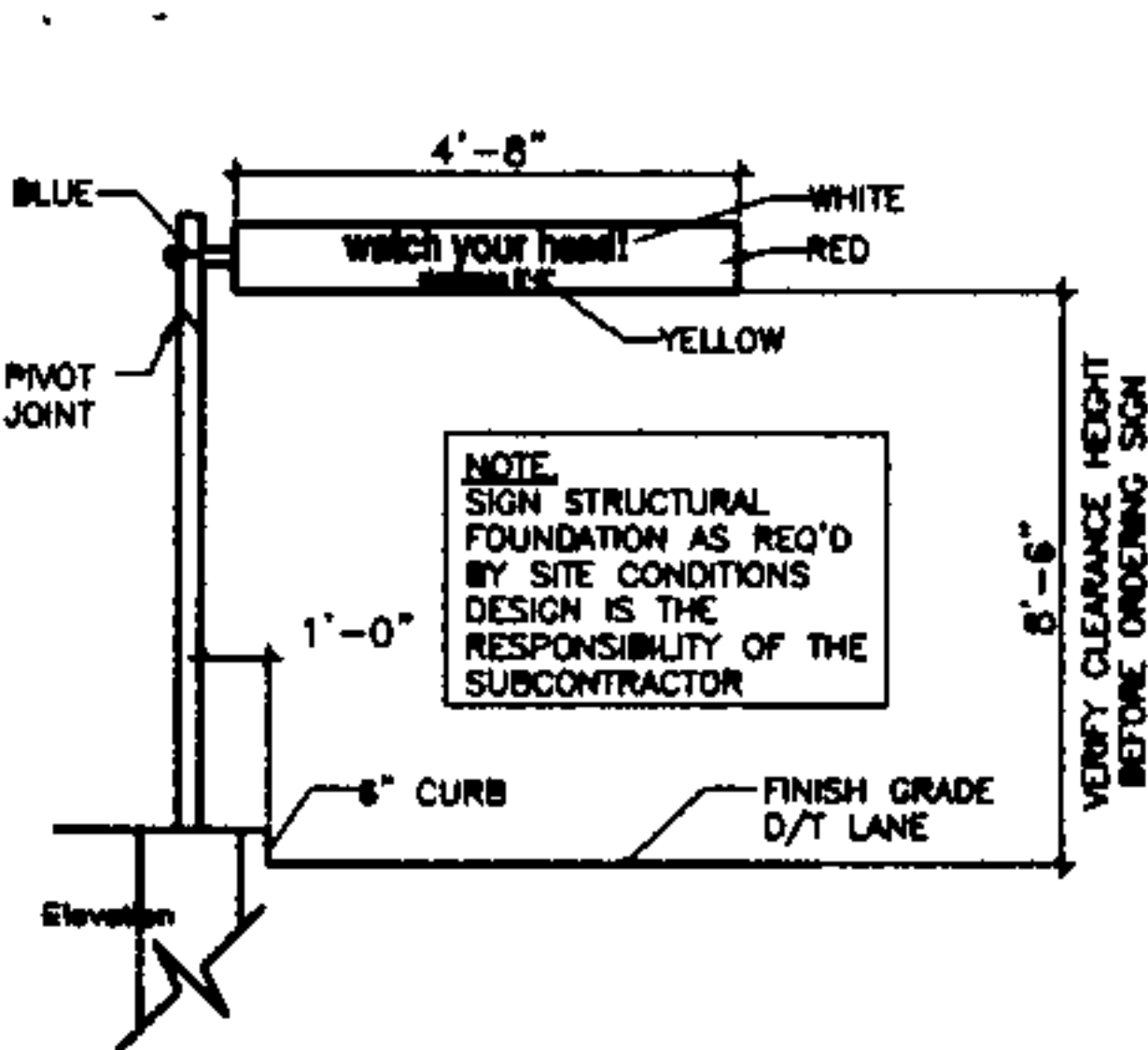
24 - HANDICAP SIGN
NUMBER AND STANDARD DETAIL



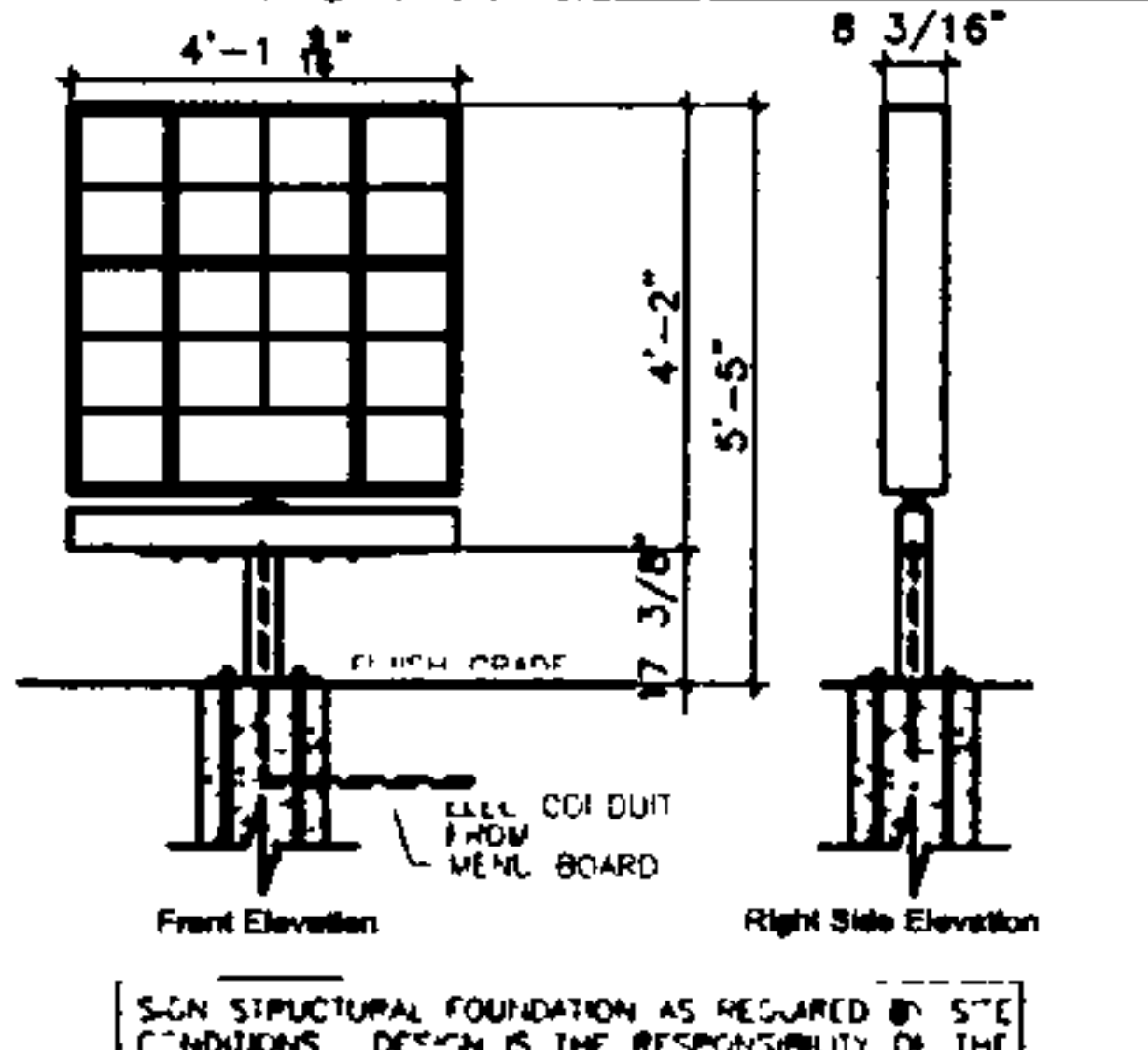
6 MENU BOARD AND ORDER CONFIRMATION UNIT
NUMBER AND STANDARD DETAIL



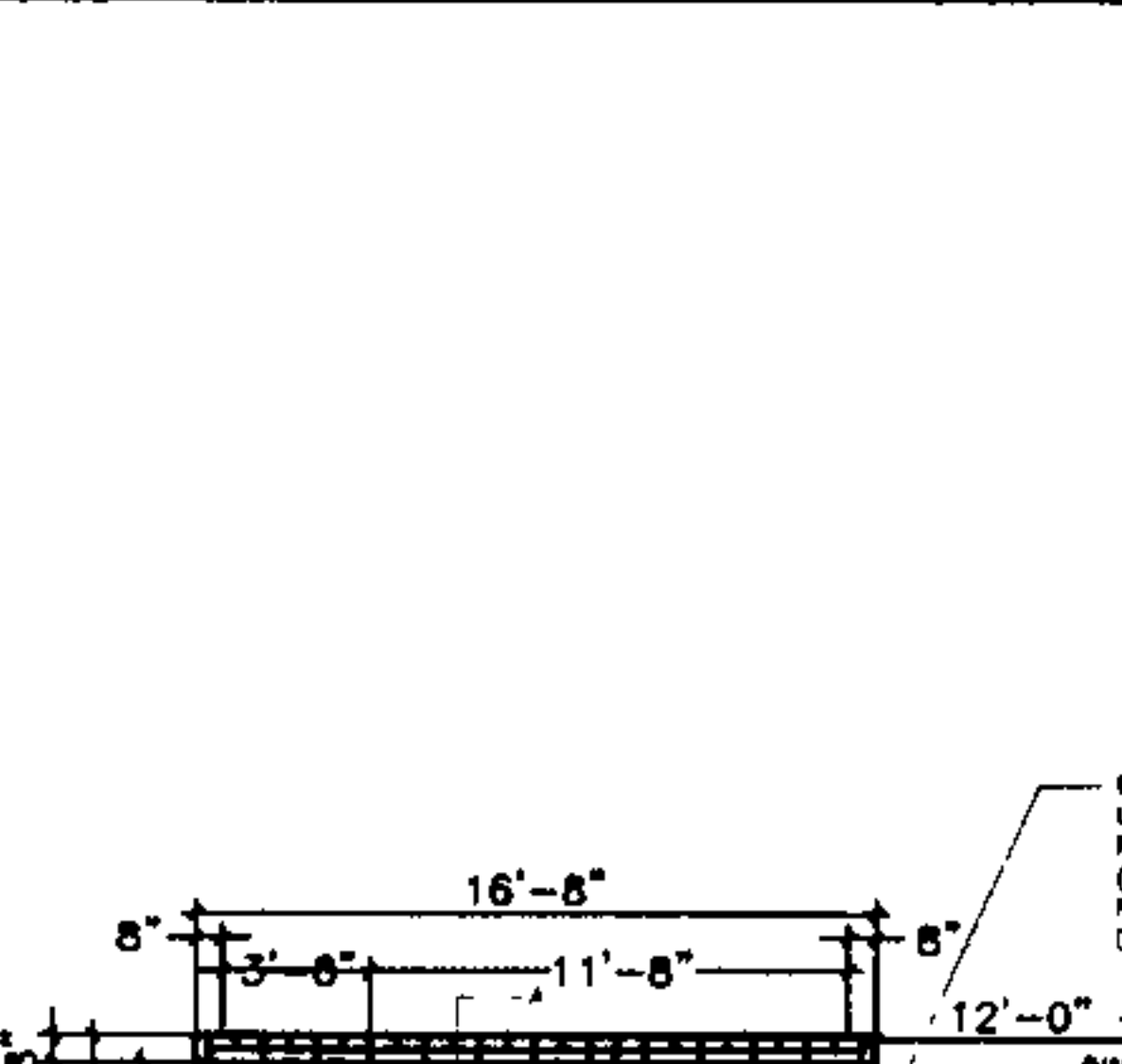
7 STANDARD DRIVE-THRU CLEARANCE SIGN
NUMBER AND STANDARD DETAIL



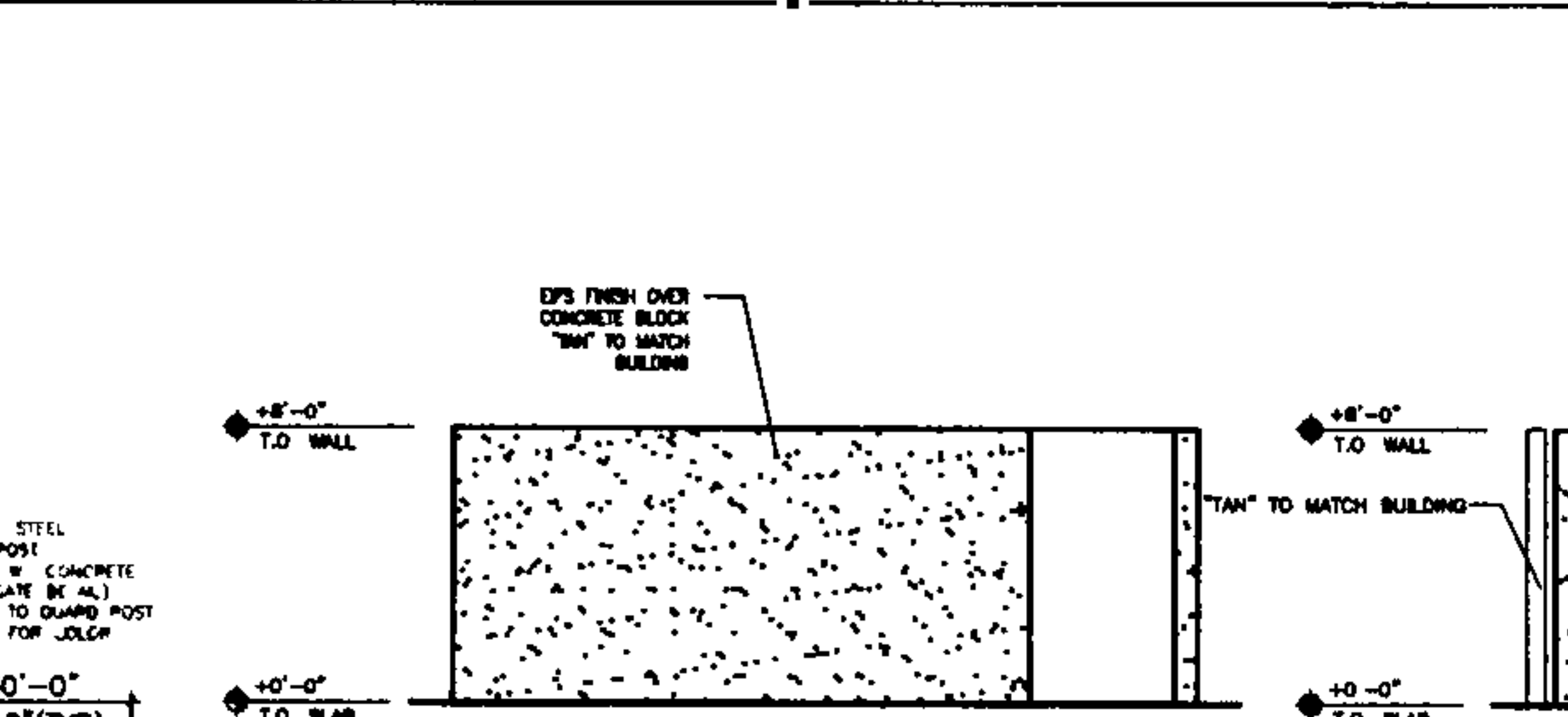
8 PREVIEW BOARD
NUMBER AND STANDARD DETAIL



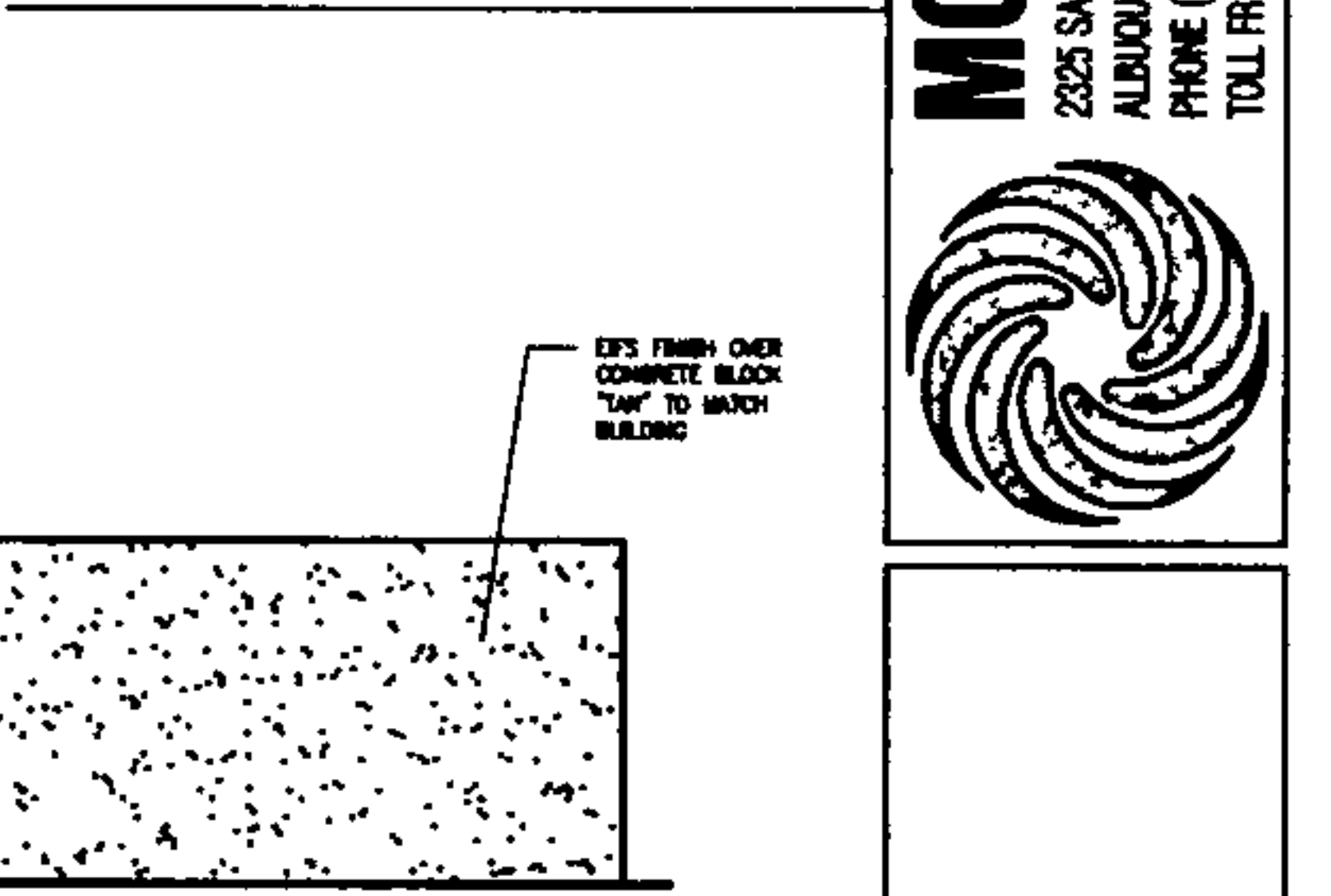
9 STANDARD MONUMENT SIGN
NUMBER AND STANDARD DETAIL



10 NOT USED
NUMBER AND STANDARD DETAIL



11 TRASH ENCLOSURE
NUMBER AND STANDARD DETAIL



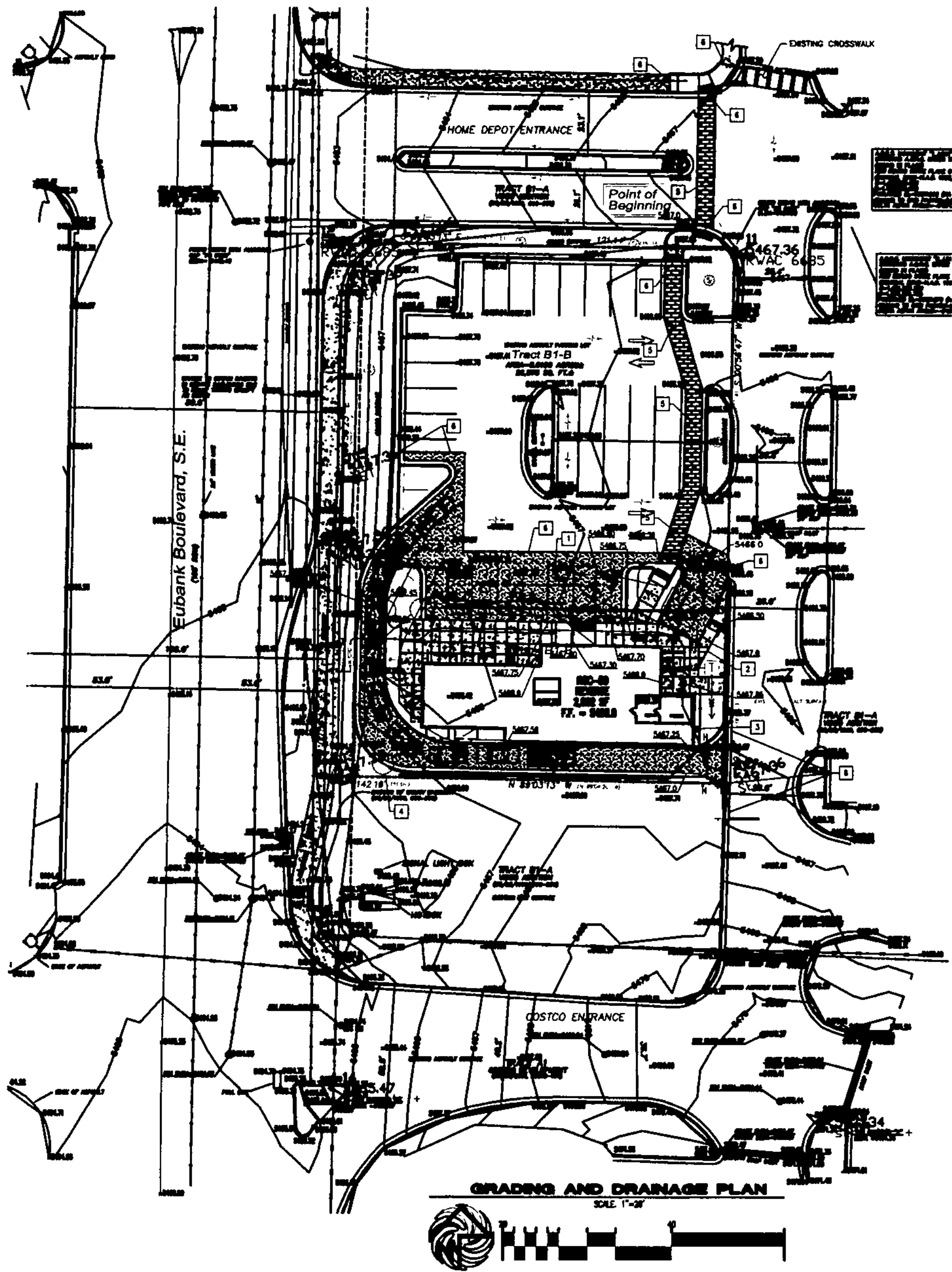
12 TRASH ENCLOSURE ELEVATIONS
SCALE 1/4\"/>

REV	DATE	BY	REVISION

MODULUS ARCHITECTS
 2325 SAN PEDRO N.E. SUITE 2-B
 ALBUQUERQUE, NEW MEXICO 87110
 PHONE (505) 338-1489 FAX (505) 338-1488
 TOLL FREE 1-866-224-2161



PROJECT	6801-4401 UPTOWN BLVD. N.E.
CLIENT	N.B.C. OF UPTOWN LOOP BLVD AND UPTOWN LOOP N.E.
LOCATION	ALBUQUERQUE, NEW MEXICO
DATE	
SCALE	



GRADING NARRATIVE

PROPOSED BURGER KING IS LOCATED IN TRACT B1-A, ON CUT PARCEL OF HOME DEPOT MASTER DEVELOPMENT. LOT AREA APPROXIMATELY ± 28,573 S.F. OR ± 0.650 ACRES.

NORTH PART OF THE SITE IS A PAVED PARKING AREA CONNECTED WITH TWO DRIVEWAYS TO DEVELOPMENT ROADWAY SYSTEM. EXISTING CONTOUR AND SPOT ELEVATIONS INDICATES THAT MOST OF THE SITE FLOWS FROM WEST TO EAST AT AN EXISTING GRADE INLET AT DEVELOPMENT ROAD IN FRONT OF SOUTHSIDE OF DRIVEWAY.

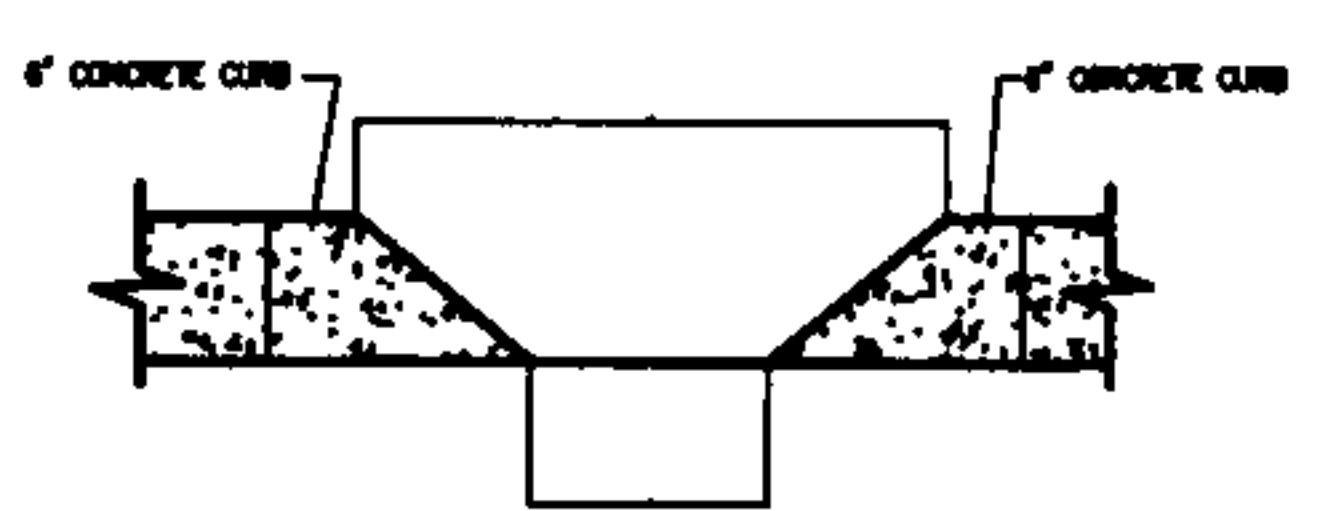
SOME PART OF SOUTHEAST CORNER OF THE PROPERTY RUN OFF DRAINS TO A CURB INLET AT EUBANK BOULEVARD.

PROPOSED GRADING AND DRAINAGE PLAN (SHEET C4) IS DESIGNED TO KEEP EXISTING CONDITION INTO CONSIDERATION AND FOLLOWED THE SAME CONCEPT BY THE MASTER DEVELOPER. MOST OF THE SITE RUNOFF FLOWS TO EAST GRADE INLET AND A SMALL PORTION FLOWS TO CURB INLET OF EUBANK BOULEVARD. CURB CUTS ARE PROVIDED TO THE LOCATION FOR LANDSCAPE PURPOSES.

FINISH FLOOR OF BUILDING IS KEPT AT ELEVATION 5468.00

STORM DATA

- 1 HANDICAP ZONE - MAX 2% SLOPE IN ANY DIRECTION.
- 2 DOWNPOUTS IS TO BE ARRANGED TO POP IN THE LANDSCAPE AREA. INSTALL 1" CONCRETE SPLASH PAD (6" THICK) UNDER DOWNPOUT TO BE USED TO AVOID EROSION.
- 3 DOWNPOUTS IS TO BE FREE FALL 6" (SIX INCH) ABOVE THE FINISHED GRADE, FOR WATER DRAIN TO LANDSCAPE. INSTALL 1" CONCRETE SPLASH PAD (6" THICK) UNDER DOWNPOUT TO AVOID EROSION TO LANDSCAPE BED.
- 4 CURB CUT LOCATION FOR LANDSCAPE BED. (C4)
- 5 HANDICAP ACCESSIBLE ROUTE - MAXIMUM 8% LONGITUDINAL SLOPE AND 2.0% CROSS SLOPE.
- 6 SAW CUT AND MATCH EXISTING GRADE.



1 CURB CUT FOR LANDSCAPING NTS

REV	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			

MODULUS ARCHITECTS
 2335 SAN PEDRO N.E. SUITE 2-B
 ALBUQUERQUE, NEW MEXICO 87110
 PHONE (505) 338-1499 FAX (505) 338-1498
 TOLL FREE 1-866-224-2181



PROJECT NO. 200 EUBANK BLVD.
 S.W.C. OF EUBANK AND COSTCO
 ALBUQUERQUE, NEW MEXICO

PROJECT NUMBER: 200 EUBANK
 SHEET NO.: S
GRADING AND DRAINAGE PLAN

SCALE: AS NOTED
C4

REV	DATE	BY	REVISION

MODULUS ARCHITECTS

2325 SAN PEDRO N.E. SUITE 2-B
ALBUQUERQUE, NEW MEXICO 87110
PHONE (505) 338-1499 FAX (505) 338-1498
TOLL FREE 1-866-224-2181



SITE UTILITY PLAN

PROJECT NUMBER: 200 EUBANK
JOB NO.: 200 EUBANK
SHEET NO.: 5

200 EUBANK BLVD.
S.W.C. OF EUBANK AND CENTRAL
ALBUQUERQUE, NEW MEXICO

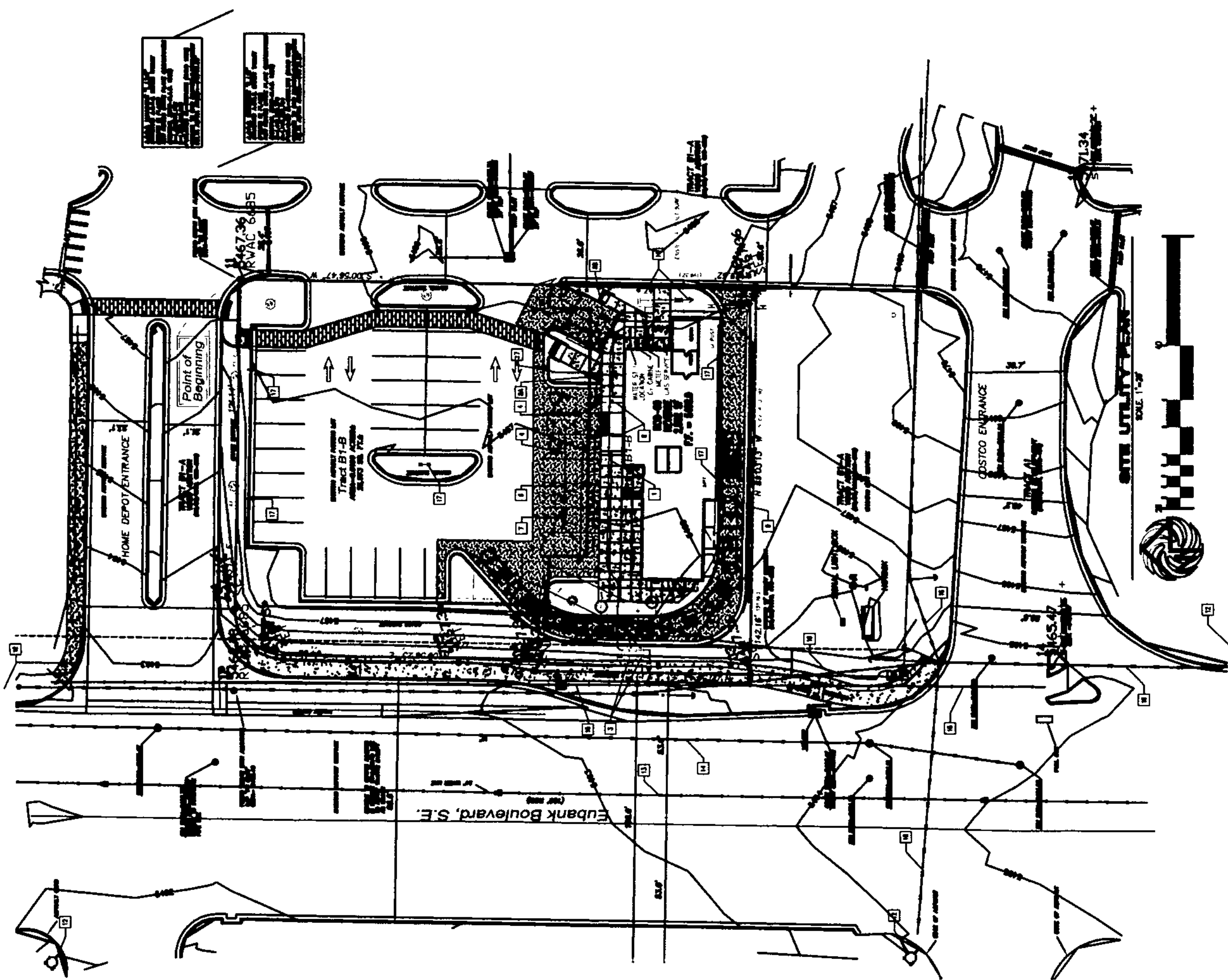
STEPHEN DUNBAR, AIA
200 EUBANK, MA
ALBUQUERQUE, NEW MEXICO

SCALE AS NOTED	C3
----------------	----

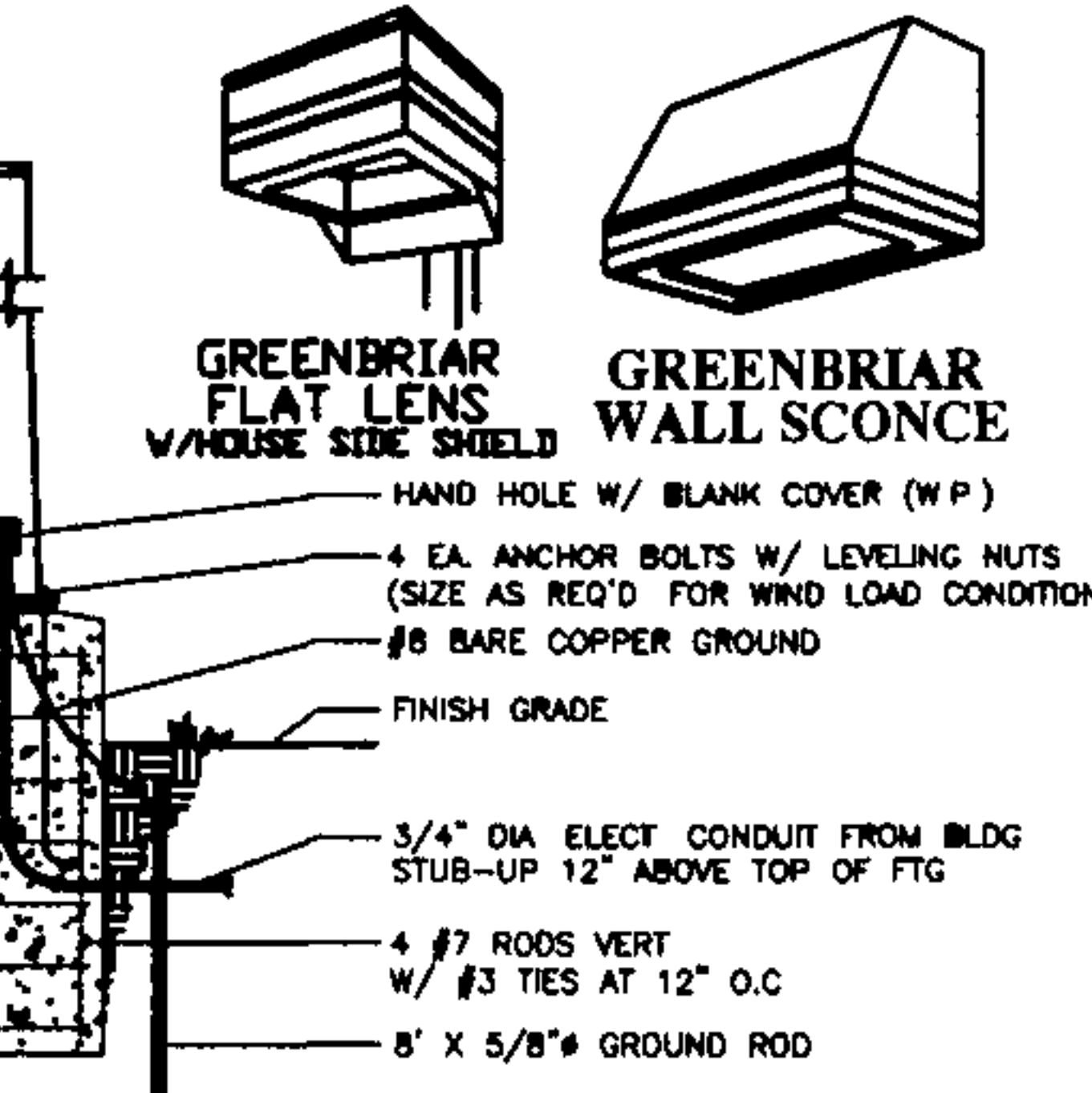
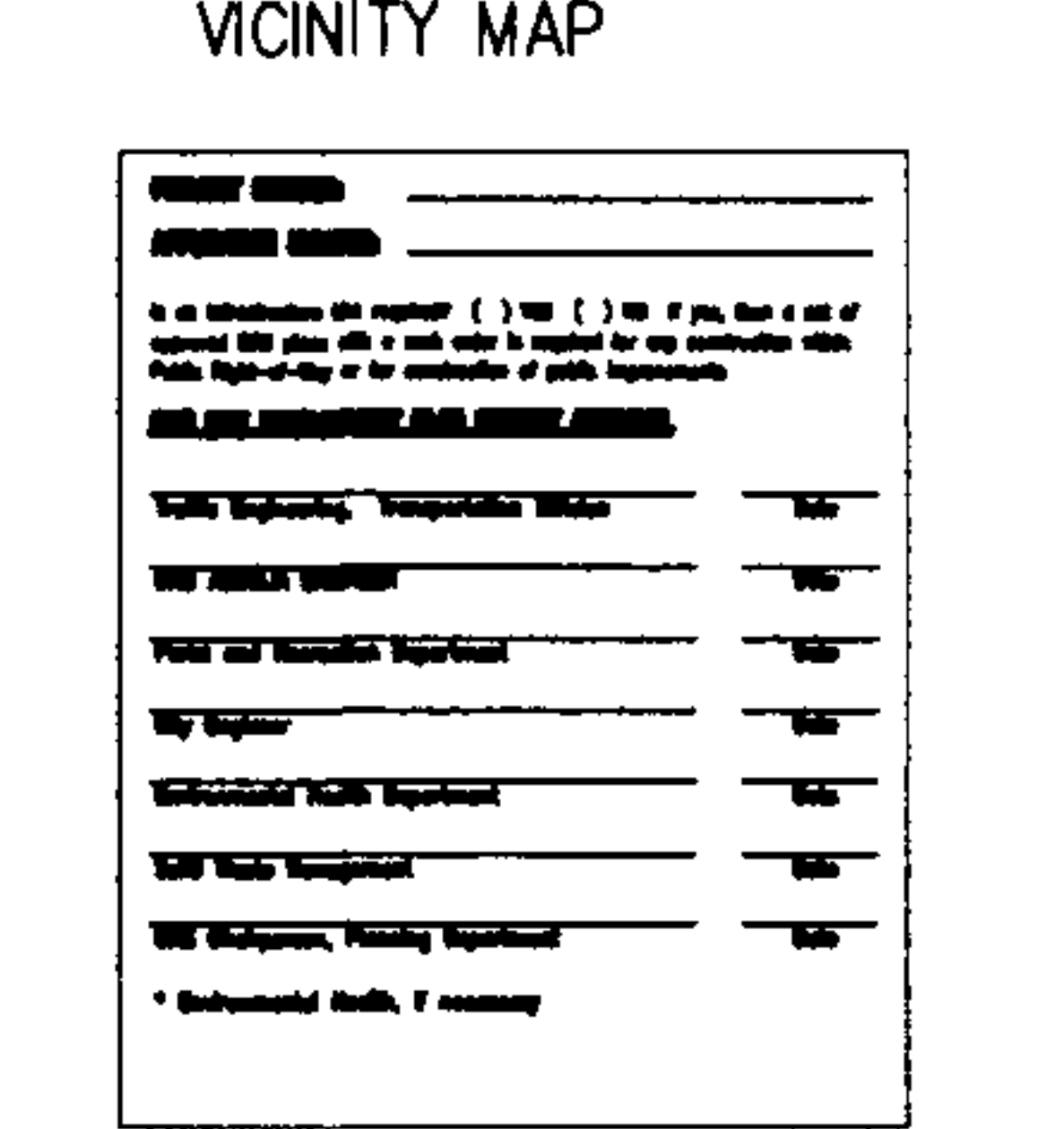
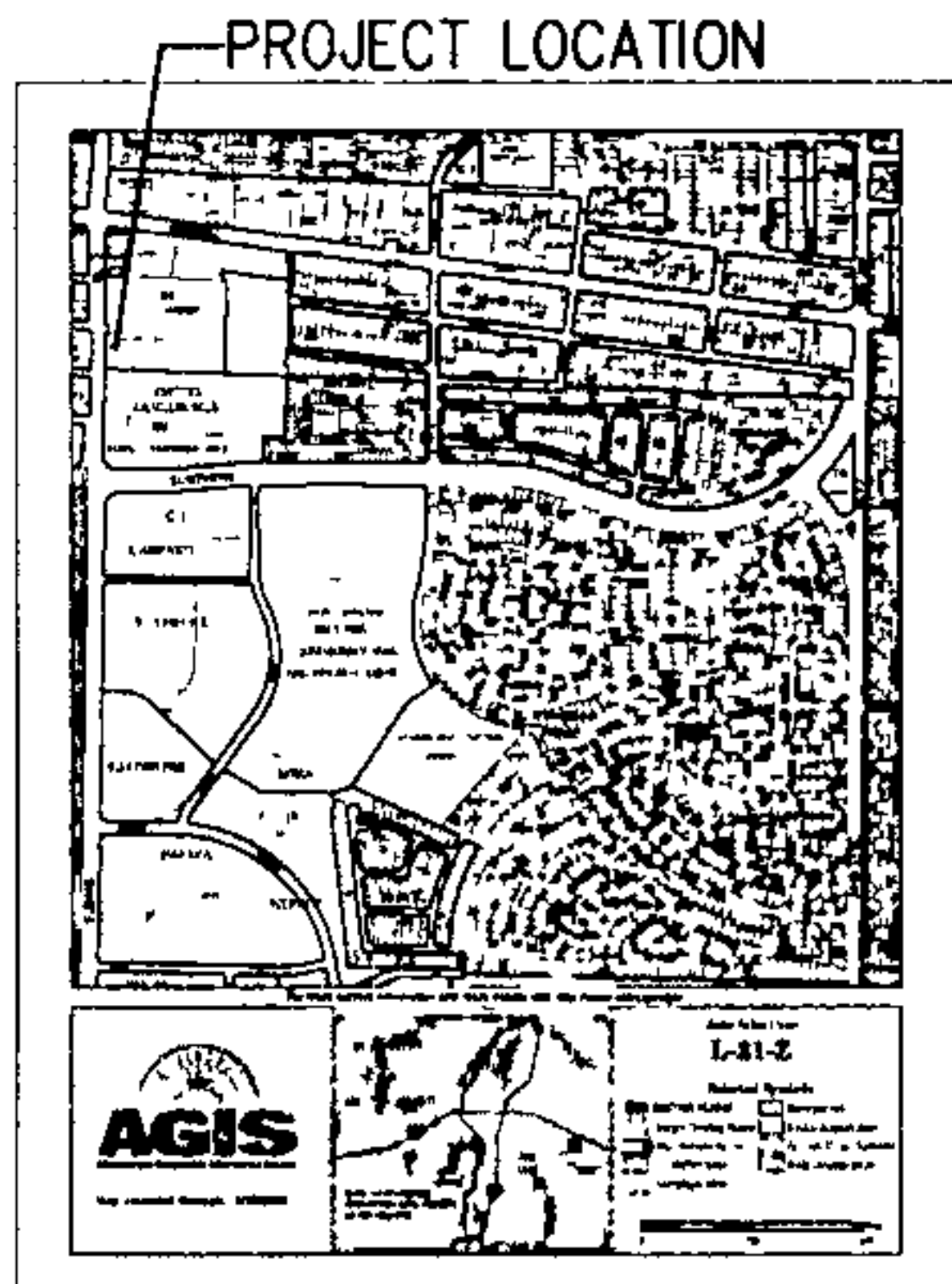
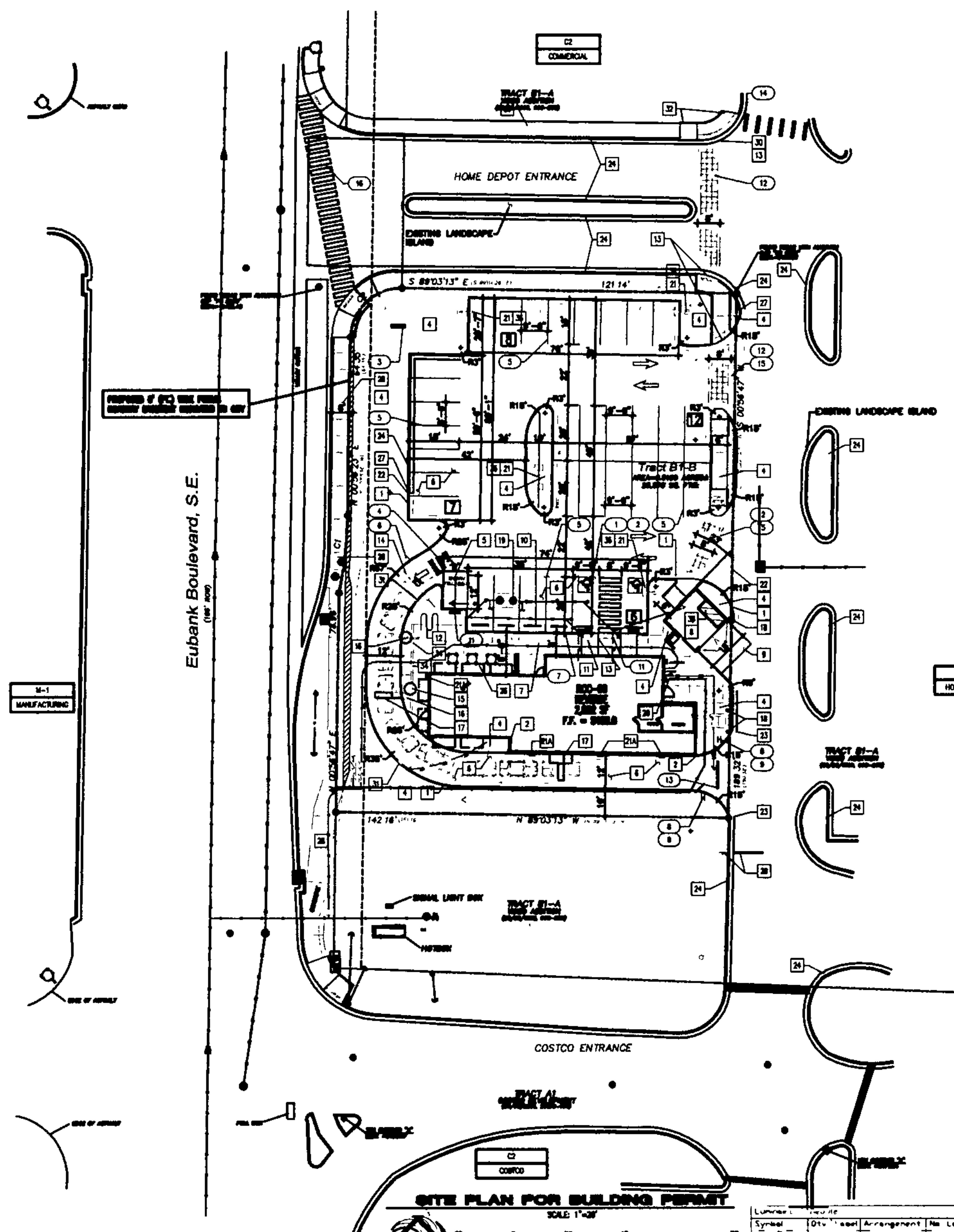
UTILITY PLAN DATA

- 1. ALL CONDUIT WATER
- 2. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 3. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 4. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 5. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 6. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 7. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 8. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 9. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 10. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 11. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 12. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 13. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 14. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 15. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 16. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 17. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 18. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 19. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 20. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 21. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 22. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 23. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 24. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 25. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 26. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 27. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 28. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 29. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 30. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 31. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 32. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 33. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 34. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 35. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 36. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 37. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 38. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 39. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 40. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 41. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 42. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 43. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 44. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 45. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 46. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 47. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 48. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 49. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 50. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 51. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 52. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 53. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 54. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 55. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 56. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 57. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 58. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 59. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 60. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 61. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 62. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 63. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 64. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 65. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 66. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 67. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 68. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 69. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 70. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 71. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 72. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 73. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 74. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 75. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 76. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 77. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 78. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 79. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 80. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 81. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 82. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 83. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 84. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 85. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 86. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 87. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 88. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 89. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 90. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 91. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 92. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 93. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 94. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 95. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 96. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 97. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 98. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 99. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT
- 100. 1/2" CONDUIT WATER WITH 3" V.I.P. ANCHOR BOLT

1. ALL CONDUIT WATER SHALL BE CONCRETE PIPES PER 100' AND 100' DIA.



SCALE 1"=40'



Light Poles

1. TOTAL HEIGHT OF LIGHT POLE AS 18' COLOR AND TEXTURE OF POLE AND FIXTURE TO MATCH HOME DEPOT

2. ALL REGULATION PERTAINING TO AREA LIGHTING SECTION 14-18-3-8 WILL BE MET

Symbol	Qty	Level	Arrangement	No. Lamps	Lumens	Total Lumens	LLF	Description	Total Watts
1	1	D	SINGLE	1	10000	10000	0.728	GH.S. 150-40-17	185
2	1	B	SINGLE	1	30000	30000	0.700	GH.M 5 320 PSHV F SINGLE DN 14 POLE + 2 BASE	368
3	1	A	SINGLE	1	30000	30000	0.700	GH.M 5 320 PSHV F HSS SINGLE DN 14 POLE + 2 BASE	368
4	1	C	2x30"	1	60000	60000	0.73	GH.S 3.0 P.M.V 1 6.00 DN 14 + 2 BASE	736

TRAFFIC CONTROL & SIGNAGE

- 1 ACCESSIBLE PARKING STALLS (TWO PLACES)
- 2 HANDICAP PARKING PAVEMENT SYMBOL (2 PLACES)
- 3 BURGER KING STANDARD MONUMENT SIGN
- 4 "DRIVE-THRU" GRAPHIC PAVEMENT SYMBOL
- 5 4" WHITE STRIPING (PAINTED)
- 6 STANDARD DIRECTIONAL SIGNS
- 7 HANDICAP PARKING SIGN (2 PLACES)
- 8 30" HIGH INTENSITY "STOP" SIGN
- 9 "DO NOT ENTER" SIGN
- 10 EXISTING PARKING STRIPING
- 11 MOTOR CYCLE PARKING SIGN
- 12 EXISTING ASPHALT PAVEMENT CROSSWALK AREA TO BE SAW CUT AND REMOVED. BRICK PATTERNED CONCRETE TO BE PROVIDED.
- 13 24" WHITE STOP BAR (PAINT)
- 14 EXISTING CROSSWALK STRIPING
- 15 8" INTERNALLY COLORED PEDESTRIAN CONC. WALK
- 16 8" PAINTED CROSS WALK
- 17 8" PAINTED CROSS WALK

1. ALL TRAFFIC CONTROL SIGNS SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION.
 2. ALL SIGNS AND ILLUMINATED PAVEMENT MARKS SHALL COMPLY WITH C-2 REGULATIONS AND GENERAL SIGN REGULATIONS OF ZONING CODE.

SITE PLAN NOTES

- 1 CONCRETE CURB AND GUTTER
- 2 4" TO 10" CURB TRANSITION
- 3 10" CONCRETE BARRIER CURB
- 4 LANDSCAPE AREA
- 5 MOTOR CYCLE PARKING SPACE (2 PLACES)
- 6 CONCRETE PAVEMENT
- 7 BRUSHED CONCRETE WALK (MONOLITHIC CONCRETE CURB AND SIDEWALK)
- 8 MASONRY WASH/DUMPSTER ENCLOSURE AND DETAILS
- 9 CONCRETE APRON AT DUMPSTER ENCLOSURE
- 10 WHEEL STOP (6 PLACES)
- 11 SIDEWALK HANDICAP RAMP
- 12 BIKE RACK
- 13 DETECTABLE WARNING
- 14 STANDARD DRIVE-THRU CLEARANCE SIGN
- 15 PREVIEW BOARD
- 16 MENU BOARD AND ORDER CONFIRMATION UNIT
- 17 PRE-FAB DETECTOR LOOP
- 18 TYPICAL CURB POST
- 19 TYPICAL GREASE INTERCEPTOR
- 20 GAS METER AND REGULATOR
- 21 LIGHT POLES (SEE ELECTRICAL PLANS FOR DETAILS)
- 22 BUILDING MOUNTED WALL SCONCE
- 23 SAWCUT AND REMOVE EXISTING PAVEMENT TO LIMITS SHOWN
- 24 SAWCUT AND REMOVE EXISTING CURBING FOR INSTALLATION OF DRIVE THRU LANE EXISTING CURB AND GUTTER
- 25 EXISTING SIDEWALK
- 26 146 SF DINING PATIO WITH 3 TABLES, 3 UMBRELLAS AND 12 SEATS
- 27 CONCRETE CURB TO MATCH EXISTING
- 28 EXISTING 6" (6x6 FT) SIDEWALK TO BE REMOVED AND A NEW 6" (6x6 FT) WIDE TRAIL SHALL BE CONSTRUCTED PER CITY STANDARDING AND SPECIFICATION. EXISTING STOP SIGN AND STOP BAR TO BE REMOVED.
- 29 CORNER RAMP
- 30 CURB CUT FOR LANDSCAPING
- 31 SAW CUT AND MATCH EXISTING SIDEWALK
- 32 4'x10' DEDICATED RECYCLE AREA
- 33 8" INTERNALLY COLORED CHU BLOCK SCREEN WALL 5' AFF

PARKING CALCULATIONS

(SEATS/4) + 12 PATIO SEATS - 106 BUS ROUTE =
 (58 seats + 12 Patio seats/4) = 62 SEATS/4 =
 15.5 - 1.28 (106) = 13.85 OR 14 PARKING SPACES REQUIRED
 PROPOSED SPACES = 31 + 2 HCP = 33
 BIKE RACK = 1 PER 20 SPACES
 33/20 = 1.65 PROPOSED 2
 MOTOR CYCLE = 1 PER 25 SPACES
 33/25 = 1.32 PROPOSED = 2
 (1) PARKING SPACE COUNT PER NOW

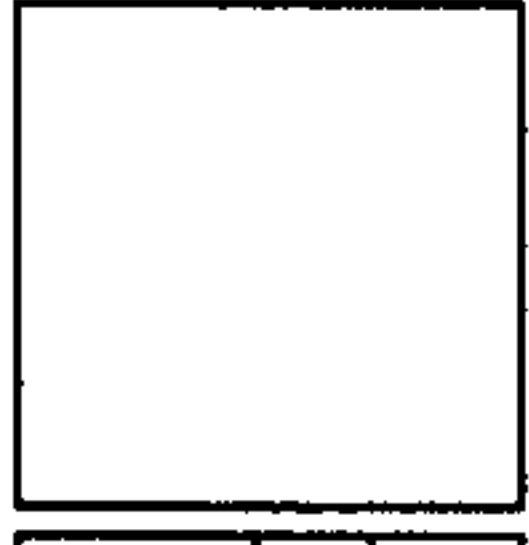
1. BUS STOPS ARE LOCATED AT THE INTERSECTION OF EUBANK BLVD S.E. AND CENTRAL AVE. N.E. ALSO AT THE INTERSECTION OF EUBANK BLVD AND SOUTHERN AVE. S.E. WITH THE BUS TRAVELING ON EUBANK BLVD

2. ALL DIMENSIONS AND RADII ARE TO FACE OF CURB

REV	DATE	BY	REVISION

MODULUS ARCHITECTS

2325 SAN PEDRO N.E. SUITE 2-B
 ALBUQUERQUE, NEW MEXICO 87110
 PHONE (505) 338-1489 FAX (505) 338-1498
 TOLL FREE 1-866-224-2161



PROJECT: 200 EUBANK BLVD. S.W.C. OF EUBANK AND CENTRAL ALBUQUERQUE, NEW MEXICO

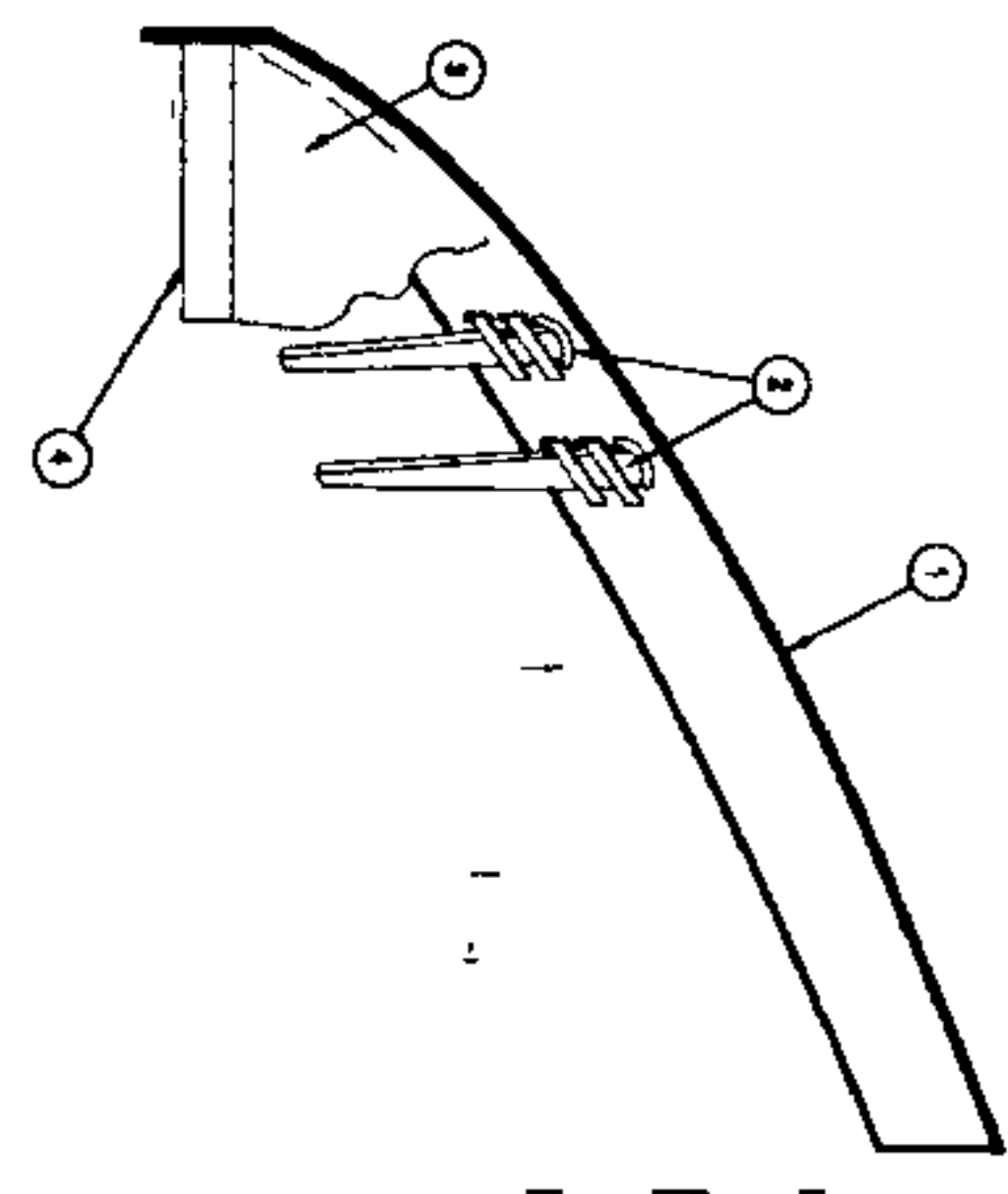
PROJECT MANAGER AND ARCHITECT: STEPHEN DUNBAR, AIA 200 EUBANK BLVD. ALBUQUERQUE, NM 87102

DATE: 11/11/11

SP- FOR BLDG. PERMIT

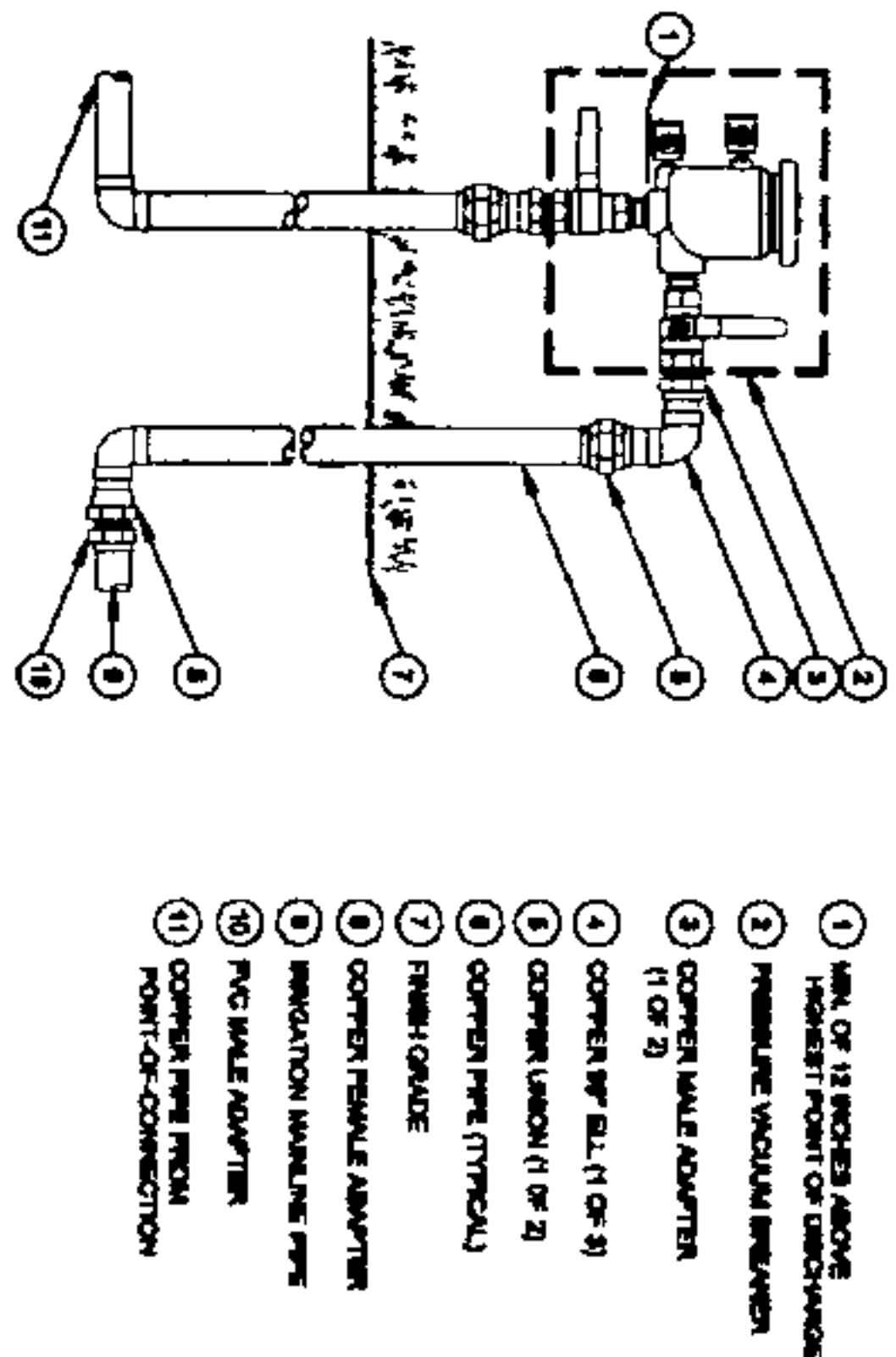
SCALE: AS NOTED

C2



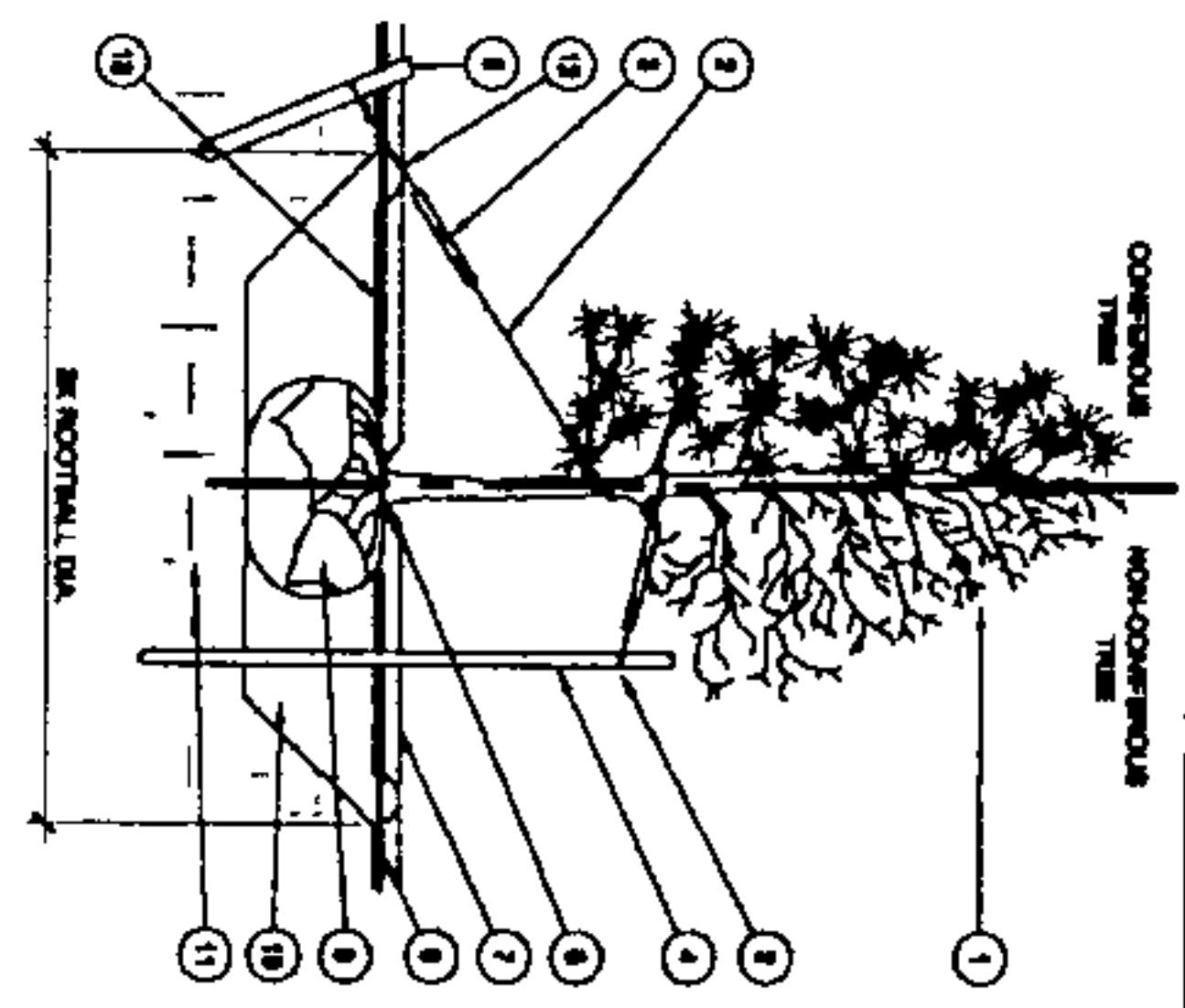
- 1) ROLLED-TOP STEEL EDGING PER PLAN.
 - 2) PREPARED STEEL SURFACE.
 - 3) MATCH, TYPE AND DEPTH PER PLAN.
 - 4) FINISH GRADE.
- NOTE:
 1) BOTTOM OF EDGING SHALL BE FINISHED TO A MINIMUM OF 1" BELOW FINISH GRADE.
 2) TOP OF MATCH SHALL BE 1" LOWER THAN TOP OF EDGING.

C STEEL EDGING
 SCALE: NOT TO SCALE



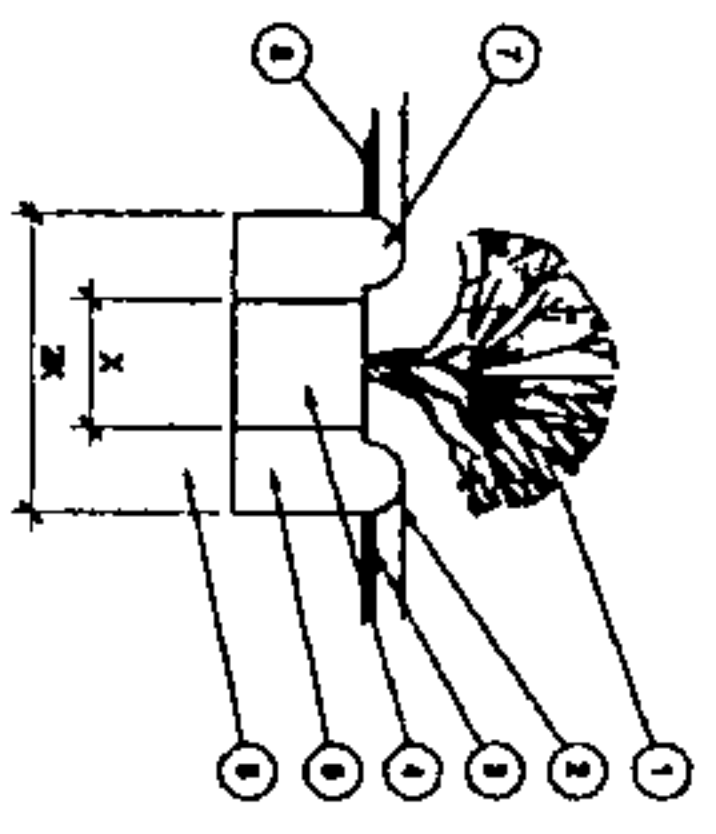
- 1) 1/2" DIA. OF 12 INCH ABOVE
- 2) PRESSURE VACUUM BREAKER
- 3) CHECK VALVE ADAPTER
- 4) CHECK VALVE (1" OR 1 1/2")
- 5) CHECK VALVE (1" OR 1 1/2")
- 6) CHECK VALVE (1" OR 1 1/2")
- 7) FINISH GRADE
- 8) CHECK VALVE ADAPTER
- 9) VALVE ADAPTER
- 10) CHECK VALVE FROM POINT-OF-CONNECTION

D BACKFLOW PREVENTER, PVB
 SCALE: 1/8"



- 1) TREE QUANTITY
- 2) CHECK-TIME OUT BOX TREES AND SHADERS ON 15' GAUGE ONLY. VARIATIONS WITH MATERIALS SHALL BE AT THE DISCRETION OF THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS.
- 3) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 4) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 5) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 6) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 7) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 8) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 9) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 10) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 11) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 12) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 13) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 14) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 15) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 16) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 17) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 18) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 19) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS
- 20) 3/4" X 3/4" X 1/2" WOODEN OVER WHEELS

A TREE PLANTING
 SCALE: NOT TO SCALE



- 1) BRUSH, PERENNIAL, OR ORNAMENTAL GRAZER
- 2) MATCH, TYPE AND DEPTH PER PLAN AND SPECIFICATIONS
- 3) FINISH GRADE
- 4) ROOT BALL
- 5) BRUSH, PERENNIAL AND PERENNIAL ONLY. VARIATIONS WITH MATERIALS SHALL BE AT THE DISCRETION OF THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE QUALITY OF THE MATERIALS.
- 6) UNWEIGHTED NATIVE SOIL
- 7) 1" HOOD BARRIER WATERING BARRIER
- 8) WEED FABRIC UNDER MATCH

B SHRUB AND PERENNIAL PLANTING
 SCALE: 1/8"

PROJECT NO.	200 EUBANK BLVD.
PROJECT NAME	S.W.C. OF EUBANK AND CENTRAL ALBUQUERQUE, NEW MEXICO
PROJECT MANAGER	STEPHEN DUMBAR, AIA
JOB NO.	200 EUBANK
DESIGNED BY	S
DATE FILED	
PLANTING DETAILS	



MODULUS ARCHITECTS
 2325 SAN PEDRO N E SUITE 2-8
 ALBUQUERQUE, NEW MEXICO 87110
 PHONE (505) 338-1499 FAX (505) 338-1498
 TOLL FREE 1-866-224-2161

REV	DATE	BY	REVISION
1			
2			
3			
4			
5			