HEARING DATE: 11-2-11 (P&F)

DEVELOPMENT REVIEW BOARD SUPPLEMENTAL SUBMITTAL

TO: PROJECT NO. 1007316

___ALL MEMBERS
__✓__Jack Cloud, DRB Chairman, Planning Department
__✓__Curtis Cherne, P.E., Hydrology
___Kristal Metro, P.E. , Transportation Development
___Allan Porter, P.E., Albuquerque/ Bernalillo Co.WUA
___Christina Sandoval, Parks/Municipal Development

NEXT HEARING DATE: 10.23.13

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

SUBMITTAL DESCRIPTION:

1 COPY OF GRADING PLAN WITH NEW LOT LINES

1 COPY OF RECORDED RECIPROCAL AGREEMENT
(PDF COPY SENT VIA E-MAIL 10.16.13)

CONTACT NAME: RUSS HUGG

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Doc #2013099143 eRecorded
09/04/2013 09:59:00 AM Page 1 of 83
DEC Rec Fee: $25.00 M. Toulouse Oliver, Bernalillo County

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

BY

TARGET CORPORATION

For
Albuquerque Uptown Shopping Center
Albuquerque, NM

NCS-365000-101-MPLS(KM)

#1109498v2

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Exhibit B Design of Signs
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DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS ("**Declaration**") is made and entered into as of August 30, 2013, by TARGET CORPORATION, a Minnesota corporation ("**Declarant**").

RECITALS

A. Declarant is the owner of certain real estate located in the City of Albuquerque, County of Bernalillo, State of Arizona, legally described in Exhibit A attached hereto and identified on Exhibit X (the "**Site Plan**") attached hereto as the "**Target Tract**", "**Outparcel 1**" and "**Outparcel 2**" (collectively, the "**Shopping Center**"); and

B. Declarant intends that the Parcels (as defined below) be developed and operated in conjunction with each other as integral parts of a retail shopping complex, but not a planned or common interest development/community and, in order to effectuate the common use and operation of the Parcels, Declarant desires to impose certain covenants, easements, restrictions and conditions on the Shopping Center.

NOW, THEREFORE, Declarant hereby declares, imposes and subjects the Shopping Center to the following covenants, easements, restrictions and conditions:

ARTICLE I – DEFINITIONS

1.1 Building. "**Building**" means any permanently enclosed structure placed, constructed or located on a Parcel.

1.2 Building Area. "**Building Area**" means the limited areas of the Shopping Center within which Buildings may be constructed, placed or located and within which shall be located all building appurtenances such as stairs leading to or from a door, trash containers or compactors, canopies, supports, loading docks, truck ramps, and other outward extensions of such structure. Building Areas are designated on the Site Plan. One or more Buildings may be located within a Building Area.

1.3 Common Area. "**Common Area**" means all areas within the exterior boundaries of the Shopping Center, exclusive of (i) any Building and the appurtenances thereto referenced in Section 1.1 above, (ii) any Outside Sales Area (defined in Section 1.11) during the period such area is used for sales and/or display purposes and (iii) any Outside Storage Area (as defined in Section 1.12) during the period such area is used for storage purposes.

1.4 Constant Dollars. "**Constant Dollars**" means the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the 1st day of June of the sixth (6th) full calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars are determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the

denominator of which is the Base Index Number. The "**Base Index Number**" is the level of the Index on June 1st of the year this Declaration commences; the "**Current Index Number**" is the level of the Index on June 1st of the year preceding the adjustment year; the "**Index**" is the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Declarant shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index. If any item is to be increased by Constant Dollars as provided hereunder, the Party requesting such increase must include with the Budget and/or invoice, back up information showing in reasonable detail such Party's determination of such change in the Index and any increase in such item resulting therefrom.

1.5 Floor Area.

1.5.1 "**Floor Area**" means the aggregate number of square feet of:

(A) Space contained on each floor within a Building, including any mezzanine or basement space, as measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls; provided, however, that the following areas shall not be included in such calculation: (i) space attributable to any multi-deck, platform, rack or other multi-level system used solely for the storage of merchandise which is located above ground floor, and (ii) space used solely for Building utilities or mechanical equipment;

(B) Space exceeding fifteen thousand (15,000) square feet within an Outside Sales Area and Outside Storage Area; and

(C) Space exclusively used for outdoor seating for customers of Restaurants and/or other food service businesses.

1.5.2 Within thirty (30) days after receipt of a request, a Party shall certify to the requesting Party the amount of Floor Area applicable to such Party's Parcel. If any Party causes an as-built survey to be prepared with respect to any portion of the Shopping Center, such Party shall furnish a copy of such survey to the other Parties for informational purposes only.

1.5.3 During any period of rebuilding, repairing, replacement or reconstruction of a Building, the Floor Area previously attributable to that Parcel shall be deemed to be the same as existed immediately before such period. Upon completion of such rebuilding, repairing, replacement or reconstruction, the Party owning such Parcel shall cause a new determination of Floor Area for such Parcel to be made in the manner described above, and such determination shall be sent to any other Party requesting the same.

1.6 Governmental Authorities. "**Governmental Authorities**" means any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any department or agency thereof) exercising jurisdiction over a particular subject matter.

1.7 Governmental Requirements. "**Governmental Requirements**" means all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

1.8 Occupant. "**Occupant**" means any Person 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 under any lease, sublease, license, concession, or other similar agreement.

1.9 Operator. "**Operator**" means the Person, if any, designated from time to time by the Declarant to maintain and operate the Common Area of the Shopping Center. The Person designated as Operator shall serve in such capacity until such person resigns upon at least sixty (60) days prior notice, or is removed by the Declarant. Declarant hereby designates itself as the initial Operator, and accepts such appointment pursuant to the "Agreed and Accepted" form annexed hereto. During any period an Operator is not designated each Party shall fulfill all of the obligations set forth in Section 4.2.1 below with respect to the Common Area on its own Parcel.

1.10 Outparcel(s). "**Outparcel(s)**" means Outparcel 1 and Outparcel 2. All of the terms and provisions of this Declaration shall apply to each of the Outparcels except as expressly set forth otherwise in this Declaration.

1.11 Outside Sales Area. "**Outside Sales Area**" means those areas, if any, designated on the Site Plan which from time to time may be used for sales and/or display purposes. During the period an Outside Sales Area is: (i) used for sales and/or display purposes, such area shall not be considered part of the Common Area, and (ii) not used for sales and/or display purposes, such area shall be considered part of the Common Area; provided, however, if the Outside Sales Area is located within a Building Area, such area may be used for the location of Buildings.

1.12 Outside Storage Area. "**Outside Storage Area**" means those areas, if any, designated on the Site Plan which from time to time may be used for the storage of merchandise associated with such Occupant's retail operations. During the period an Outside Storage Area is: (i) used for such storage purposes, such area shall not be considered part of the Common Area, and (ii) not used for such storage purposes, such area shall be considered part of the Common Area; provided, however, if the Outside Storage Area is located within a Building Area, such area may be used for the location of Buildings.

1.13 Parcel. "**Parcel**" means each separately subdivided portion of land composing any of the Tracts within the Shopping Center. The foregoing shall be deemed to include any portion of real estate within the Shopping Center which is separately designated by name on the Site Plan (such as an Outparcel) and/or has a distinct legal description within the legal

descriptions attached to this Declaration, even if such portions of real estate have not been "subdivided" or "platted" in accordance with Governmental Requirements. If a Tract is composed of only one (1) Parcel then such Tract is also a Parcel.

1.14 Party.

1.14.1 "**Party**" means each signatory hereto and its respective successors and assigns during the period of such Person's fee ownership of any Parcel within the Shopping Center. A Party transferring all or any portion of its fee interest in the Shopping Center shall give notice to all other Parties and Operator (if any) of such transfer and shall include in such notice at least the following information:

(A) The name and address of the new Party;

(B) A copy of the deed evidencing the transfer and setting forth the legal description of the portion of the Tract transferred by such Party; and

(C) If the new Party is the designated Declarant for the Tract of which the transferred Parcel is a part.

1.14.2 Each Party shall be liable for the performance of all covenants, obligations and undertakings applicable to the Parcel or portion thereof owned by it that accrue during the period of such ownership, and such liability shall continue with respect to the Parcel transferred by such Party until the notice of transfer set forth above is given. Until such notice of transfer is given, the transferring Party shall (for the purpose of this Declaration only) be the transferee's agent. Once the notice of transfer is given, the transferring Party shall be released from all obligations pertaining to any Parcel transferred arising subsequent to the notice of transfer. For the purpose of this Section only, if the notice of transfer is given pursuant to Section 6.4, the effective date of such notice shall be the date such notice is sent. Notwithstanding anything to the contrary, if a notice of transfer is given, any payment made by a Party to the transferor within thirty (30) days of such notice shall be deemed properly paid and the transferor and the transferee shall resolve any necessary adjustments and/or prorations regarding such payment between themselves.

1.14.3 If a Parcel is owned by more than one (1) Party, the Party or Parties holding at least fifty-one percent (51%) of the ownership interest in such Parcel shall designate in writing one (1) Person to represent all owners of the Parcel and such designated Person shall be deemed the Person authorized to give consents and/or approvals, and join in the execution of amendments to the extent applicable as set forth in Section 6.8.5, pursuant to this Declaration for such Parcel.

1.14.4 Nothing contained herein to the contrary affects the existence, priority, validity or enforceability of any lien permitted hereunder that is recorded against the transferred portion of the Shopping Center before receipt of such notice of transfer by the Party filing such lien.

1.15 Permittee. **"Permittee"** means 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 development, use and occupancy of the Shopping Center. Persons engaged in civic, public, charitable or political activities within the Shopping Center, including the following activities, shall not be considered Permittees: (i) exhibiting any placard, sign or notice; (ii) distributing any circular, handbill, placard or booklet; (iii) soliciting memberships, signatures or contributions for private, civic, public, charitable or political purposes; (iv) parading, picketing or demonstrating; and (v) failing to follow regulations established by the Parties relating to the use and operation of the Shopping Center.

1.16 Person. **"Person"** means any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or Governmental Authority.

1.17 Quick Service Restaurant. **"Quick Service Restaurant"** means any Restaurant whose business is primarily takeout, service is limited to counter service (i.e., that do not have wait staff offering table service), does not contain a drive thru and cannot exceed 3,000 square feet in Floor Area.

1.18 Restaurant. **"Restaurant"** means any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on or off-site consumption; provided, however, notwithstanding anything contained herein to the contrary, a supermarket, grocery store or similar operation shall not be deemed a Restaurant.

1.19 Unlimited Area Building Grouping. **"Unlimited Area Building Grouping"** means the Building Areas on the Target Tract that collectively provide protection for an "unlimited area building" referenced in Section 3.3.4 hereof.

1.20 Utility Lines. **"Utility Lines"** means those facilities and systems for the transmission of utility services, including the (i) drainage and storage of surface water and (ii) electronic shopping cart containment systems. **"Common Utility Lines"** means those Utility Lines that are designated as such by the Declarant and which are installed to provide the applicable service for the benefit of more than one (1) Party. **"Separate Utility Lines"** means those Utility Lines that are installed to provide the applicable service for the benefit of one (1) Party and/or which are not Common Utility Lines. For the purpose of this Declaration, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line. Utility Lines installed pursuant to this Declaration shall only provide service necessary for the development and/or operation of the Shopping Center.

ARTICLE II – EASEMENTS

2.1 Ingress, Egress and Parking.

2.1.1 Cross Access and Parking Easement. During the term of this Declaration, Declarant hereby grants and conveys for the benefit of each Party (individually, "**Benefited Party**"; collectively, "**Benefited Parties**") for its use and for the use of its Permittees, in common with others entitled to use the same, non-exclusive easements for the (i) passage of vehicles over and across the parking and driveway areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use, (ii) parking of vehicles over and across the parking areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use and (iii) passage of pedestrians over and across the parking, driveways and sidewalk areas of the Shopping Center, as the same may from time to time be constructed and maintained for such use. The easements herein established are appurtenant to and for the benefit of each Parcel, and are binding on, enforceable against and burden each Parcel on which the easement(s) are located. The foregoing easements are subject to the following reservations as well as the other applicable provisions contained in this Declaration:

(A) Each Party reserves the right to close-off any portion of its Parcel for such reasonable period of time as may be legally necessary, in the opinion of such Party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that before closing-off any portion of its Parcel, such Party shall give notice to each other Party of its intention to do so, and shall attempt to coordinate such closing-off with each other Party so that no unreasonable interference with the passage of pedestrians or vehicles shall occur.

(B) Each Party reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using its Parcel.

(C) Each Party reserves the right to temporarily erect or place barriers in and around areas on its Parcel which are being constructed and/or repaired in order to insure either safety of Persons or protection of property.

(D) Vehicles making deliveries to or pickups from a Party's Parcel shall not park on another Party's Parcel.

2.1.2 Permanent Access Drive. In addition to the easement specified in Section 2.1.1, Declarant hereby grants and conveys to each Benefited Party for its use and for the use of its Permittees, in common with others entitled to use the same, and subject to the reservations set forth in Section 2.1.1, a non-exclusive, perpetual easement for the passage and accommodation of pedestrians and vehicles (but not for parking purposes) upon, over and across that portion of each Parcel designated on the Site Plan as the "**Permanent Access Drive**"; such Permanent Access Drive to be as wide (curb to curb) as shown on the Site Plan, and must contain two (2) lanes, one in each direction. The easements herein established are appurtenant to and for the benefit of each Benefited Party's Parcel, and are binding on, enforceable against and burden each Parcel traversed thereby.

(A) During the term of this Declaration, each portion of the Permanent Access Drive shall be maintained in accordance with the provisions governing the maintenance of the parking and driveways on each grantor's Parcel.

(B) After the termination of this Declaration, that portion of the Shopping Center on which the Permanent Access Drive is located shall be maintained in a safe, clean and good state of repair and condition by the owner of the Parcel on which it, or the portion thereof, is located (individually, "**Burdened Party**"; collectively, "**Burdened Parties**"), at its sole cost and expense. Each Burdened Party may, at its expense, relocate the portion of the Permanent Access Drive located on its Parcel so long as the relocated portion continues, in a direct manner, to connect to (i) all other Parcel(s) at the same location(s) on the common boundaries of such Parcels and (ii) all previously existing access point(s) to the Shopping Center, if any. Notice of such relocation shall be provided to each Benefited Party at least thirty (30) days prior to relocation.

2.1.4 Default. If a Party fails to perform its obligations under Section 2.1, any grantee may claim a default pursuant to Section 6.1 and avail itself of all the provisions therein contained, including the right to lien a Defaulting Party's Parcel, and receive Interest (as defined in Section 6.2) on all sums expended to cure such default. This provision shall survive the termination of this Declaration.

2.2 Utilities.

2.2.1 Utility Line Easement. Declarant hereby grants and conveys for each Benefited Party, non-exclusive, perpetual easements in, to, over, under, along and across those portions of the Burdened Party's Parcel (exclusive of any portion located within Building Areas) necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation, and removal of Utility Lines serving the Benefited Party's Parcel. The location of any Utility Line shall be subject to the prior written approval of the Burdened Party. Such easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company, or five (5) feet on each side of the centerline if the easement is granted to a Party. The Benefited Party shall provide to the Burdened Party a copy of an as-built survey showing the location of such Utility Line. All Utility Lines shall be underground except (i) ground mounted electrical transformers; (ii) as may be necessary during periods of construction, reconstruction, repair or temporary service; (iii) as may be required by Governmental Authorities; (iv) as may be required by the provider of such utility service; (v) as may be attached to a Building (e.g. solar panels); and (vi) fire hydrants. At least thirty (30) days before utilizing the easement granted herein, the Benefited Party shall provide the Burdened Party with a written statement describing the need for such easement, shall identify the proposed location of the Utility Line, the nature of the service to be provided, and the anticipated commencement and completion dates for the work. Before commencing any work on a Burdened Party's Parcel, including any emergency work, the Benefited Party shall provide to the

Burdened Party evidence (as set forth in Section 5.4.5) of insurance coverage as required by Section 5.4.2.

2.2.2 Separate Utility Lines. Any Party and/or Parties electing to install a Separate Utility Line shall obtain all permits and approvals and shall pay all costs and expenses with respect to the initial construction and all subsequent maintenance, repair, replacement, removal, relocation (done at grantee's election) or abandonment of the Separate Utility Line. The Separate Utility Line shall be maintained in a safe, clean and good state of repair and condition. The Benefited Party shall perform such work in compliance with all Governmental Requirements, as quickly as possible and after normal business hours whenever possible, and shall back fill and adequately compact the disturbed area to prevent voids and restore the surface to a condition equal to or better than that existing before such work was commenced. Except in the case of a maintenance emergency where such work may be initiated after reasonable notice, the Benefited Party shall provide the Burdened Party with at least fifteen (15) days prior notice before commencement of any work. Notwithstanding the indemnity set forth in Section 5.4.1 below, the grantee(s) of any Separate Utility Line shall defend, protect, indemnify and hold harmless the grantor from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the exercise of the right to install, maintain, repair, replace, remove, relocate and operate the Separate Utility Line; provided, however, that if after such indemnity a court of law determines that such claim or demand was the result of negligence or the willful act or omission of the indemnified Party, then such indemnified Party shall reimburse the indemnifying Party for all reasonable expenses and/or costs incurred by such Party defending against such claim or demand to the extent of such fault.

2.2.3 Common Utility Lines. Except as may otherwise be agreed, the Party(ies) electing to install a Common Utility Line shall obtain all necessary permits and approvals and shall pay all costs and expenses with respect to the initial construction of such Common Utility Line. Once constructed, Operator shall maintain, repair, replace, remove and/or relocate the Common Utility Line in a safe, clean and good state of repair and condition, and in compliance with all Governmental Requirements, as quickly as possible and after normal business hours whenever possible. All costs and expenses incurred by Operator with respect to any Common Utility Line shall be considered part of Common Area Maintenance Costs (defined in Section 4.3.1) and shall be payable pursuant to Section 4.3.3. If no Operator is designated, or following the expiration of this Declaration, each Party benefiting from a particular Common Utility Line ("**Cooperating Party**") may maintain, repair or replace such Common Utility Line without submission of a Budget or estimate of expenditures, except as hereinafter provided. If a Cooperating Party, in performing maintenance, repair or replacement of a Common Utility Line, is likely to incur costs of more than Twenty Thousand Dollars ($20,000) in Constant Dollars for such work (or series of related or repeated circumstances), such Cooperating Party shall first notify the other Cooperating Parties of such estimate, and the Cooperating Parties shall prepare a list of qualified bidders, shall seek competitive bids from the list of qualified bidders, and shall select the lowest, responsive qualified bidder to perform the work. If a list of bidders is not jointly prepared within fifteen (15) days of the request for bidders, the Cooperating Party desiring to have the work performed may let a contract for such work to a contractor of its choosing.

After any costs (regardless of amount) for maintaining, repairing or replacing a Common Utility Line has been incurred by an electing Cooperating Party, the Person incurring such costs, may send a statement of such costs, increased by an amount equal to the Administration Fee (defined in Section 4.3.1), together with a copy of any invoice reflecting a charge exceeding $500.00, to each Cooperating Party benefiting from such Common Utility Line. Within thirty (30) days after receipt of the statement of costs incurred in accordance with the procedures set forth above, each Cooperating Party shall pay its allocable share of such costs as agreed upon when the Common Utility Line was installed, or if no separate cost sharing agreement was made, then in accordance with the sharing of Common Area Maintenance Costs. Except in the case of a maintenance emergency where such work may be initiated after reasonable notice, the Burdened Party shall be provided with at least fifteen (15) days prior notice before commencement of any work. As of the date of this Declaration, Declarant designates the following items as Common Utility Lines:

(A) Sanitary sewer and water (fire and domestic) lines that loop around the Unlimited Area Building Grouping.

(B) Storm water collection, transmission and retention system, including catch basins, underground piping, conduits and mains, and the detention pond, if any, shown on the Site Plan, within the Shopping Center.

(C) Irrigation lines serving both the Target Tract, Outparcel 1 and Outparcel 2 if such lines are not separately controlled by each of Declarant and the respective owners of Outparcel 1 and Outparcel 2.

2.2.4 Surface Water Easement. Declarant hereby grants and conveys to each other Party owning an adjacent Parcel the perpetual right and easement to discharge surface storm water drainage and/or runoff from the Benefited Party's Parcel over, upon and across the Common Area of the Burdened Party's Parcel, upon the following conditions and terms:

(A) The surface elevations for the Shopping Center and the surface water drainage/retention system serving the Shopping Center shall be initially constructed in strict conformance with the plans and specifications approved by the Declarant; and

(B) No Party shall alter or permit to be altered the surface of the Common Area or the drainage/retention system constructed on its Parcel if such alteration would materially increase the velocity, volume or flow of surface water onto an adjacent Parcel either in the aggregate or by directing the flow of surface water to a limited area.

2.2.5. Relocation of Utility Lines. Each Burdened Party may relocate any Utility Line on its Parcel upon thirty (30) days prior notice to each Benefited Party, provided that such relocation:

(A) shall not be performed during the months of November, December or January;

(B) shall not interfere with or diminish the utility service to the Benefited Party during the Benefited Party's business hours; and if an electrical line/computer line is being relocated, then the Burdened Party and Benefited Party shall coordinate such interruption to eliminate any detrimental effects;

(C) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;

(D) shall be performed without cost or expense to the Benefited Party;

(E) shall be completed using materials and design standards which equal or exceed those originally used;

(F) shall have been approved by the provider of such utility service and the appropriate Governmental Authorities; and

(G) documentation of the relocated easement area, including the furnishing of an "as-built" survey to all grantees, shall be at the Burdened Party's expense and shall be accomplished as soon as possible following completion of such relocation.

2.2.6 Default. If a Party fails to perform its obligations under Section 2.2, any affected Party may claim a default pursuant to Section 6.1 and avail itself of all the provisions therein contained, including the right to lien a Defaulting Party's Parcel, and receive Interest on all sums expended to cure such default. This provision shall survive the termination of this Declaration.

2.3 Construction, Maintenance and Reconstruction.

2.3.1 Building Encroachments. To accommodate any Building improvements which may inadvertently be constructed beyond a Parcel's boundary line, each Party grants to each other Party owning an adjacent Parcel, an easement, not to exceed a maximum lateral distance of six (6) inches, in, to, over, under, and across that portion of the grantor's Parcel adjacent to such common boundary line for the existence, maintenance and replacement of such encroaching Building improvements.

2.3.2 Subsurface Construction Elements. If a constructing Party (the "**Constructing Party**") determines that it is necessary to place underground piers, footings and/or foundations ("**Subsurface Construction Elements**") across the boundary line of its Parcel, the Constructing Party shall advise the Party owning the adjacent Parcel (the "**Adjacent Party**") of the Constructing Party's construction requirements and shall provide plans and

specifications relating thereto to the Adjacent Party, including proposed construction techniques for the Subsurface Construction Elements.

(A) Each Adjacent Party hereby grants and conveys to each Constructing Party for the benefit of its Parcel an easement, not to exceed a maximum lateral distance of five (5) feet, in, to, under, and across that portion of the Adjacent Party's Parcel not theretofore occupied by any then existing structure, for the installation, maintenance and replacement of such Subsurface Construction Elements; provided, however, that the Constructing Party shall have no right to use such easement if there is available to the Constructing Party a reasonable alternative construction method for the placement of the Subsurface Construction Elements entirely on the Constructing Party's Parcel.

(B) The Adjacent Party reserves the right to require the Constructing Party to modify the design specifications for the Subsurface Construction Elements in order to permit the Adjacent Party the opportunity to utilize the same in connection with the construction of its Building so that each Party shall be able to place its Building immediately adjacent to the common boundary line. If a common Subsurface Construction Element is used by the Constructing Party and the Adjacent Party, each shall assume and pay its reasonable share of the cost and expense of the design and construction thereof. If any Building utilizing a common Subsurface Construction Element is destroyed and not replaced or is removed, the common Subsurface Construction Element shall remain in place for the benefit of the other Building utilizing the same.

2.3.3 Additional Terms. The easements established under Sections 2.3.1 and 2.3.2 shall be appurtenant to and for the benefit of each Benefited Party's Parcel, and shall be binding on, enforceable against and burden each Burdened Party's Parcel. Notwithstanding such easement grant, nothing herein shall diminish or waive the right of a Burdened Party to recover damages resulting from a Benefited Party's failure to construct either its Building within the Building Area on its Parcel in the case of Section 2.3.1, or its subsurface Construction Element within the easement area limits in the case of Section 2.3.2. Such easements in each instance shall:

(A) Continue in effect for the term of this Declaration and thereafter for so long as the Building utilizing the easement area exists (including a reasonable period to permit reconstruction or replacement of such Building if the same shall be destroyed, damaged or demolished).

(B) Include the reasonable right of access necessary to exercise and enjoy such grant upon terms and with the limitations described in Section 3.1.5.

2.3.4 No Common Walls. With respect to Buildings constructed along the common boundary line of Parcels, nothing herein shall be deemed to create or establish:

(A) A "common" or "party" wall to be shared with the adjacent Building.

(B) The right for a Building to receive support from or apply pressure to the adjacent Building.

2.4 Sign Easement.

2.4.1 Target Signs. Declarant hereby grants and conveys for the benefit of the Target Tract, a perpetual easement for the construction, reconstruction, replacement, operation, maintenance and repair of those sign structures, including the right and privilege to place thereon or affix thereto identification panels (collectively, the "**Target Signs**"), over, under, upon and across that portion of the Shopping Center designated on the Site Plan as Target Signs, together with reasonable access over, under, upon, through and across the Shopping Center to install, replace, maintain, repair and operate a Separate Utility Line pursuant to Section 2.2 above in order to provide the Target Signs with power. The Target Signs shall be maintained pursuant to Section 5.3.1., in a safe condition and good state of repair. If any of the Target Signs areas are no longer available for freestanding sign purposes because of a condemnation or any Governmental Requirements, the Declarant shall designate one or more replacement Target Signs area(s), subject to the consent and recordable grant (neither of which shall be unreasonably withheld) of the Party owning the Parcel to be burdened by the replacement Target Signs area(s), with comparable visibility as close to the original location as reasonably possible. Target shall be entitled to receive any condemnation or other award paid relating to the displaced Target Signs, including any relocation benefits, and at its election, Declarant may cause one or more new Target Signs to be constructed on the replacement Target Signs area(s). The foregoing easement, together with the rights included therewith, is for the benefit of and appurtenant to the Target Tract and is binding on, enforceable against and burdens the Shopping Center. Declarant may release the easement, and upon such release Declarant shall remove its panels and thereafter have no further rights, duties or responsibilities with respect to the Target Signs.

2.4.2 Default. If a Party fails to perform its obligations under Section 2.4, any affected Party may claim a default pursuant to Section 6.1, and avail itself of all the provisions therein contained, including the right to lien a Defaulting Party's Parcel, and receive interest on all sums expended to cure such default. This provision shall survive the termination of this Declaration.

2.5 Restriction. No Party shall grant any easement for the benefit of any property not within the Shopping Center; provided, however, that the foregoing shall not prohibit the granting or dedicating of utility easements by a Party on its Parcel to Governmental Authorities or to public utility companies for provision of Utility Lines to service all or a portion the Shopping Center. If a Utility Line is dedicated and accepted for maintenance by a Governmental Authority or public utility, then the operation and maintenance of such Utility Line shall thereafter be the responsibility of the Person accepting the dedication.

ARTICLE III – CONSTRUCTION

3.1 General Requirements.

3.1.1 Governmental Requirements. All construction activities performed or authorized within the Shopping Center shall be performed in compliance with all Governmental Requirements. All construction shall utilize new materials and shall be performed in a good, safe, workman-like manner.

3.1.2 Additional Requirements. No construction activities performed or authorized may:

(A) Cause any unreasonable increase in the cost of constructing improvements upon another Party's Parcel.

(B) Unreasonably interfere with construction work being performed on any other part of the Shopping Center.

(C) Unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Shopping Center by any other Party or its Permittees.

(D) Cause any Building located on another Parcel to be in violation of any Governmental Requirements.

3.1.3 Indemnity. Notwithstanding the indemnity set forth in Section 5.4.1 below, each Party shall defend, protect, indemnify and hold harmless each other Party from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any construction activities performed or authorized by such indemnifying Party within the Shopping Center; provided, however, that (i) the foregoing shall not be applicable to claims covered by the release set forth in Section 5.4.3 and (ii) if, after such indemnity a court of law determines that such claim or demand was the result of negligence or the willful act or omission of the indemnified Party, then such indemnified Party shall reimburse the indemnifying Party for all reasonable expenses and/or costs incurred by such Party defending against such claim or demand to the extent of such fault.

3.1.4 Staging Areas; Construction Traffic. In connection with any construction, reconstruction, repair or maintenance on its Parcel, each Party reserves the right, at its expense, to create a temporary staging and/or storage area on its Parcel at such location as will not unreasonably interfere with access between such Parcel and the other areas of the Shopping Center. Declarant designates those temporary staging and/or storage areas designated on the Site Plan as the "Target Tract Temporary Staging/Storage Area", "Outparcel 1 Temporary Staging/Storage Area" and "Outparcel 2 Temporary Staging/Storage Area." Before the

commencement of any work that requires the establishment of a staging and/or storage area on its Parcel outside of a Building Area that is not otherwise designated on the Site Plan, a Party shall give at least thirty (30) days prior notice to the Declarant, for its approval, of the proposed location of such staging and/or storage area unless such area is located at least fifty (50) feet from another Party's Parcel. If substantial work is to be performed, the constructing Party shall, at the request of the Declarant, fence such staging and/or storage area. Notwithstanding the foregoing, if a business is operating on the Target Tract then no other Party's staging and/or storage area shall be located within one hundred (100) feet of the Target Tract, unless such area is located within a Building Area. If the Declarant does not approve the proposed location of the staging and/or storage area, the requesting Party shall modify the proposed location of the staging and/or storage area to satisfy the reasonable requirements of the Declarant. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Party's Parcel, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon the constructing Party's Parcel; provided however, that if no direct public access is available to the Parcel of the Party performing such construction then the Permanent Access Drive may be used for such access. Upon completion of such work, the constructing Party shall, at its expense, restore any damaged area to a condition equal to or better than that existing prior to commencement of such work.

3.1.5 Temporary Construction License. Each Party hereby grants to one another and their respective contractors, materialmen and laborers a temporary license for access and/or use over and across the Common Area of the Burdened Party's Parcel as shall be reasonably necessary for the Benefited Party to construct, repair or replace improvements upon the Benefited Party's Parcel; provided, however, that (i) such license shall be in effect only during such periods of time when actual construction, repair or replacement is being performed, (ii) the use of such license shall not unreasonably interfere with the use and operation of the Common Area by the other Parties or their Permittees and (iii) such license shall not permit the storage by grantee of any items on the Burdened Party's Parcel. Before exercising the rights granted herein, the grantee shall first provide the Burdened Party with a written statement describing the need for such license and shall identify the area of use. Each Benefited Party physically using a portion of the Burdened Party's Parcel in connection with the construction and/or maintenance of the Benefited Party's Parcel shall furnish a certificate or memorandum of insurance showing that the Party or its contractor has obtained the insurance coverage required by Section 5.4.2, shall promptly pay all costs and expenses associated with such work, shall diligently complete such work as quickly as possible, and shall promptly clean the area, and restore and/or repair the affected portion of the Burdened's Party'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 construction activities, each Party may prohibit the contractors, laborers, suppliers and/or others working for another Party from using the Common Area on its Parcel.

3.2 Common Area. The Common Area may only be constructed as shown on the Site Plan and any designated Common Utility Lines specified in Section 2.2.3 shall be installed as part of the initial Shopping Center development; provided, however, no fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall

be erected or permitted within or across the Common Area, exclusive of the limited curbing and other forms of traffic control depicted on the Site Plan, permitted staging and/or storage areas, Outside Sales Areas and Outside Storage Areas. The Common Area on each Party's Parcel must be substantially completed no later than the day the first Occupant of such Parcel opens for business with the public including, specifically as to Outparcel 1, the initial construction and installation of "Outparcel 1 Future Access" as shown on the Site Plan, which initial construction and installation of said Outparcel 1 Future Access will be done at the sole cost and expense of the owner of Outparcel 1 and subject to Declarant's review and approval of its plans and specifications and schedule for the installation of the Outparcel 1 Future Access, which shall be made, withheld or conditioned in Declarant's sole and absolute discretion. At a minimum, the following general design standards shall be complied with throughout the term of this Declaration:

3.2.1 Lighting System. The lighting system shall use a lamp source of metal halide, and shall be designed to produce a minimum maintained lighting intensity measured at grade at all points of at least of at least the number of footcandles set forth in (A) – (D) below. Each Party may elect to control the lighting system located on its Parcel. The type and design of the Common Area light standards shall be approved by the Declarant.

(A) 5.0 footcandles at curb in front of the entrance to any Building.

(B) 3.0 footcandles at entry drives to the Shopping Center.

(C) 3.0 footcandles in the general parking areas.

(D) 2.0 footcandles at the perimeter of the parking areas.

3.2.2 Slope. The slope in the parking area shall not exceed a maximum of three percent (3%) nor be less than a minimum of one and one-half percent (1 1/2%), and the slope at all entrances to the Shopping Center shall not exceed a maximum of five percent (5%), unless the Declarant imposes a different standard.

3.2.3 Sidewalks. All sidewalks and pedestrian aisles shall be concrete or other materials approved by the Declarant; the automobile parking areas, driveways, and access roads shall be designed in conformity with the recommendations of a licensed soils engineer approved by the Declarant, which design shall require the installation of a suitable base and surfacing with an asphaltic concrete or concrete-wearing material.

3.2.4 Utilities. Utility Lines that are placed underground shall be at depths designated by consultants approved by the Declarant. If surface water retention and/or detention areas are located outside of the general parking areas, such retention and/or detention areas shall be fenced or otherwise secured to impede public access thereto.

3.2.5 Parking Ratio.

(A) The parking area on the Target Tract, and on each Outparcel shall each contain sufficient ground level parking spaces, without reliance on parking spaces that may be available on another portion of the Shopping Center, in order to comply with the greater of Governmental Requirements or the following minimum requirements:

(1) Three and one-half (3.50) parking spaces for each one thousand (1,000) square feet of Floor Area and fraction thereof (rounded up to the next whole parking space), plus any Restaurant parking requirements set forth below. Compact car parking spaces, which may not exceed twenty percent (20%) of total parking spaces, shall be located only in the areas, if any, designated on the Site Plan.

(2) If a business use contains a drive-up unit (such as a remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less than five (5) automobiles for each drive-up unit on such Parcel.

(3) For each single Restaurant that has less than five thousand (5,000) square feet of Floor Area, then six (6) additional parking spaces for each one thousand (1,000) square feet and fraction thereof (rounded up to the next whole parking space) of Floor Area devoted to such use.

(4) For each single Restaurant that has at least five thousand (5,000) square feet of Floor Area, but less than seven thousand (7,000) square feet of Floor Area, then eleven (11) additional parking spaces for each one thousand (1,000) square feet and fraction thereof (rounded up to the next whole parking space) of Floor Area devoted to such use.

(5) For each single Restaurant that has seven thousand (7,000) square feet or more of Floor Area, then sixteen (16) additional parking spaces for each one thousand (1,000) square feet and fraction thereof (rounded up to the next whole parking space) of Floor Area devoted to such use.

(B) If an Occupant operates a Restaurant incidental 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), (4) and (5) above. For the purpose of this clause only, a Restaurant shall be an "incidental operation" if it occupies less than seven percent (7%) of the Occupant's Floor Area and does not have a separate customer entry/exit door to the outside of the Building. If 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 set forth above. By way of example as to the calculation of parking spaces, if an Occupant (other than a Restaurant) has 1,234 square feet of Floor Area, the store would require 5 parking spaces (i.e., 1.234 x 4 = 4.936, rounded up to 5).

(C) If a condemnation of part of a Parcel or a sale or transfer in lieu thereof that reduces the number of usable parking spaces on such Parcel below that which is required herein, the Party whose Parcel is so affected shall use its best efforts (including using proceeds from the condemnation award or settlement) to restore and/or substitute ground-level parking spaces in order to comply with the parking requirements set forth in this Declaration. If such compliance is not reasonably possible, such Party shall not be deemed in default hereunder, but such Party may not expand the amount of Floor Area located on 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 requirements set forth above are satisfied.

(D) Temporary unavailability of parking spaces caused by uses or promotions permitted under this Declaration shall not result in or be deemed a violation of this Section 3.2.5.

3.2.6 Changes to Common Area.

(A) No changes may be made to the improved Common Area, except that each Party hereby reserves the right, from time to time, to make at its own expense any insignificant change, modification or alteration in the portion of the Common Area on its Parcel, including the installation of convenience facilities such as mailboxes, public telephones, shopping cart corrals, benches, bicycle racks, directional and/or parking information signs, provided that:

(1) The accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the Shopping Center) is not unreasonably restricted or hindered, and all parking stalls and rows and vehicular traffic lanes shall remain generally as shown on the Site Plan.

(2) There shall be maintained at all times within such Common Area a sufficient number of vehicular parking spaces to meet the parking requirements set forth in Section 3.2.5; provided, however, that no more than two percent (2%) of the parking spaces depicted on the Site Plan for such Parcel shall be eliminated.

(3) No Governmental Requirements are violated as a result of such action. Each Governmental Requirement applicable to such modifications shall be satisfied by the Party performing the same. Each action must not result in any other Party being in violation of any Governmental Requirements.

(4) No change may be made in the access points between the Common Area and the adjacent public streets; provided, however, that additional access points may be created with the approval of the Declarant.

(5) At least thirty (30) days prior to making any such change, modification or alteration, the Party desiring to do such work shall deliver to the Declarant copies of the plans therefor, and provided further that such work shall not occur during the months of October, November, December or January.

(B) The provisions of this Section 3.2.6 do not apply to any changes, modifications or alterations of Common Area located within (i) Building Areas, (ii) Outside Sales Areas that result from or arise out of the use of such space from time to time as provided for in this Declaration or (iii) Outside Storage Areas that result from or arise out of the use of such space from time to time as provided for in this Declaration. By way of example, if a Party's use of a Building Area makes it reasonably necessary to modify adjacent portions of the Common Area to effect the use of such Building Area for a Building (e.g. an existing pedestrian sidewalk located within such Building Area is to be relocated partially within a driveway) then such Party may modify such Common Area so long as vehicular traffic (as it relates to the remainder of the Shopping Center) is not unreasonably restricted or hindered and all parking fields and vehicular traffic lanes shall remain generally as shown on the Site Plan.

3.3 Building Improvements.

3.3.1 Construction of Buildings. Building(s) and the appurtenances thereto referenced in Section 1.1 may only be located within the Building Areas designated on the Site Plan. While no Party shall have an obligation to commence construction of any Building on its Parcel, once a Party has commenced construction of a Building, such Building shall be completed within a reasonable time. If the number of "square feet" of building space within the Shopping Center is restricted by Governmental Requirements, the Parties hereby allocate the permitted square footage as follows: (i) to the Target Tract, the number of square feet necessary to accommodate 156,000 square feet of Floor Area, plus any Outside Sales Area; and (ii) to the

Outparcels, the balance of such permitted square footage. The Parties understand that the calculation of Building sizes is based on the definition of "Floor Area" set forth in this Declaration, and further that such term is unique to this Declaration and is not intended to mirror the definition of "square feet" set forth in codes/regulations established by the local Governmental Authorities.

3.3.2 Architectural Theme. The exterior of all Buildings shall comply with the architecturally compatible theme represented by the Building elevations (the "**Theme**") attached hereto as Exhibit C-1 and all other requirements of this Declaration. In addition, no Building may have backlit lighting for any awning or canopy forming a part thereof. Those Buildings located on Outparcels are positioned in locations such that the rear and/or other portions of such Buildings may be visible to Permittees of other Buildings ("**All Sided Buildings**"). To effectuate the implementation of the Theme throughout the Shopping Center the front, rear and all other sides of each All Sided Building shall comply with the depiction of the façade of such particular All Sided Building shown on the Theme, including all materials, massing features, wall articulation, glass openings and colors shown on the Theme (the "**All Side Requirements**"). To ensure compliance with such Theme, each Party shall, at least thirty (30) days before the commencement of any work on its Parcel, submit to the Declarant for approval those submittals ("**Theme Submittals**") required by Exhibit C-2 and Exhibit C-3 attached hereto covering the initial construction of each Building and any additions, remodeling, reconstruction or other alteration thereto which changes the exterior thereof; provided, however, the Declarant waives the requirement for the submission of Theme Submittals (but not the requirement to comply with the Theme) for the initial Building to be constructed on the Target Tract if such Building reflects a prototype "Target" retail store. If the Declarant rejects the Theme Submittals for not complying with the Theme, the submitting Party and the Declarant shall mutually consult to establish approved Theme Submittals for the proposed work. The Declarant shall not withhold approval of, or recommend changes in the Theme Submittals if the Theme Submittals conform to the Theme and all other requirements of this Declaration. In no event shall the Declarant require any other Party to utilize design standards superior to those utilized by the Declarant in the construction of any Buildings on its Parcel; provided however, that the Declarant may require that an All Sided Building meet the All Side Requirements. Approval of Theme Submittals by the Declarant shall not constitute assumption of responsibility for the accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that the Theme Submittals comply with Governmental Requirements. No material deviation shall be made from the approved Theme Submittals.

3.3.3 Common Boundary Lines. Buildings may be located along each Party's respective common boundary lines, and each Party shall support any request by another Party for a side-yard or setback variance if the same is required in order to accommodate such construction. Notwithstanding the foregoing, the wall, roof, foundation or other structural portion of one Building shall not receive support from, nor apply pressure to the other Building.

(A) The front wall of any Building to be constructed immediately adjacent to the Building on the Target Tract shall be set back at least two (2) feet from

the front wall of the Building on the Target Tract. The second Party to construct a Building along a common boundary line shall:

(1) cause such construction to be completed in a manner that the improvements on the adjoining Parcel are not damaged; and

(2) undertake and assume the obligation of completing and maintaining the nominal attachment (flashing and seal) of its Building to that of the existing Building on the adjoining Parcel, it being the intent of the Parties to establish and maintain the appearance of one (1) continuous Building complex.

3.3.4 Unlimited Area Buildings. Declarant initially proposes to construct on the Target Tract a Building which is classified as an "unlimited area building" under certain building codes; the term "unlimited area building", as used in this document, refers to a building that is allowed to exceed area limitations stipulated in the applicable building code, not by virtue of its construction type, but as a condition of its isolation on the property and by its inclusion of a sprinkler system. No Building shall initially be placed or constructed on any Party's respective Parcels in a manner which will, based on then existing Governmental Requirements, either preclude the construction of an "unlimited area building" on the Target Tract along such Tract's common boundary lines or cause an existing "unlimited area building" on the Target Tract to no longer be in conformance with applicable building code requirements; provided however, that subsequent changes in Governmental Requirements shall not obligate a Party to modify or alter its existing Building.

3.3.5 Unlimited Area Building Grouping. All Buildings constructed within any Unlimited Area Building Grouping shall comply with the requirements set forth in (A) – (D) below. If required by any Governmental Authorities, each Party shall join in a recordable declaration that confirms the existence of a sixty (60) foot clear area around the Unlimited Area Building Grouping.

(A) No Building may be constructed within sixty (60) feet of the Building Area on an adjoining Parcel unless such Building, hereinafter referred to as the "**Adjacent Building,**" shall be located immediately adjacent to the common boundary line and is attached to the Building, if any, on the adjacent Parcel in accordance with Section 3.3.3.

(B) If an Adjacent Building exists, then no Building may be located within sixty (60) feet of the Adjacent Building unless such Building is attached to the Adjacent Building in accordance with Section 3.3.3; the Adjacent Building and all other Buildings on the Parcel that are attached to the Adjacent Building and to each other are hereinafter referred to as the "**Building Group**".

(C) Any Building that is not part of the Building Group shall be located at least sixty (60) feet distant from the Building Group.

(D) The Adjacent Building and the Building Group shall comply with the building code requirements applicable to an "unlimited area building", including the installation of an approved sprinkler system for fire protection.

3.3.6 Building Heights. Excepting any Building on Outparcel 1, no Building may exceed one (1) story and the height restrictions set forth in (A) – (C) below. 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. Any Party may install, maintain, repair, replace and remove Communications Equipment (defined below) on the top of the Building on its Parcel which may extend above the height limits established above; provided, however, such Communication Equipment shall be set back from the front of the Building or screened in order to reduce visibility thereof by customers. "**Communications Equipment**" means such things as satellite and microwave dishes, antennas and laser heads, together with associated equipment and cable.

(A) Maximum Building height on Target Tract - 40 feet; provided that architecture features occupying not more than twenty percent (20%) of the width of the front façade of any Building may be as high as 52 feet.

(B) Maximum Building height on Outparcel 1 - 40 feet; provided that architecture features occupying not more than twenty percent (20%) of the width of the front façade of any Building may be as high as 42 feet.

(C) Maximum Building height on Outparcel 2 - 19 feet; provided that architecture features occupying not more than twenty percent (20%) of the width of the front façade of any Building may be as high as 25 feet.

3.4 Liens.

3.4.1 Indemnity; Right to Contest. If any mechanic's lien is recorded against the Parcel of one Party as a result of services performed or materials furnished for the use of another Party, then notwithstanding the indemnity set forth in Section 5.4.1 below, the Party permitting or causing such lien shall defend, protect, indemnify and hold harmless each other Party and its Parcel from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from such lien. The Party permitting or causing such lien to be recorded may contest the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence. If such contest is determined adversely (allowing for appeal to the highest appellate court), such Party shall promptly, but within fifteen (15) days after the entry of a final judgment, pay in full the required

amount, together with any interest, penalty, cost, or other charge necessary to release such lien of record.

3.4.2 Release. Upon the request of the Party whose Parcel is subject to such lien, the Party permitting or causing such lien to be recorded shall promptly cause such lien to be released and discharged of record with respect to such Parcel by posting a bond or other security as shall be required by law to obtain such release and discharge. If the laws of the State within which the Shopping Center is located do not provide for a method to release real estate from a lien claim, then the Party permitting or causing such lien shall deposit with the Party whose Parcel is subject to such lien security (cash or other reasonably acceptable substitution) equal to 150% of the amount of the lien. The security shall be held until the contest provisions set forth in Section 3.4.1 are completed and the lien released; provided, however, that if either the lien is not contested and then released pursuant to Section 3.4.1 above, or the Party permitting or causing such lien elects to satisfy the claim, then the security shall be used to pay the lien claim and obtain the release of record.

ARTICLE IV – MAINTENANCE AND REPAIR

4.1 Utility Lines. Utility Lines shall be maintained as provided in Section 2.2.

4.2 Common Area.

4.2.1 Maintenance Standards. Subject to provisions relating to Utility Lines and Signs, each Party shall operate, maintain, and to the extent necessary due to ordinary wear and tear, repair and replace the Common Area on its Parcel in a sightly, safe condition and good state of repair at such Party's sole cost and expense. Without limiting the foregoing obligations, the Declarant may, pursuant to Section 4.3 below, elect to delegate to Operator certain obligations relating to the operation and maintenance of the Common Area. The minimum standard of operation and maintenance for the improved Common Area shall be comparable to the standard of operation and maintenance followed in other first class retail developments of comparable size in the Albuquerque metropolitan area; notwithstanding the foregoing, however, the Common Area shall be operated and maintained in compliance with all applicable Governmental Requirements, and the provisions of this Declaration. All Common Area improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of the Shopping Center as a whole. Such operation and maintenance obligation shall include the following:

(A) Drive and Parking Areas. Maintaining, repairing and replacing all paved surfaces and curbs in a smooth and evenly covered condition, including (i) replacement of base, skin patch, resurfacing and, when necessary to restripe the parking area, resealing; (ii) restriping parking lots and drive lanes at least every 24 months, but in any event as necessary to clearly identify parking space designations, traffic direction designations, fire lanes, loading zones, no parking areas and pedestrian cross-walks; and

(iii) removal of ice, and when there is an accumulation of two (2) inches or more on surface, snow.

(B) Unimproved Common Area. Unimproved Common Area shall be mowed and kept litter-free.

(C) Debris and Refuse. Periodically removing papers, debris, filth, and refuse, including vacuuming and broom-sweeping of paved areas at least 3 days per week, but in any event to the extent necessary to keep the Common Area in a first class, clean and orderly condition. All sweeping shall be at appropriate intervals during such times as shall not interfere with the conduct of business or use of the Common Area by Permittees.

(D) Directional Signs and Markers. Maintaining, cleaning and replacing any appropriate directional, stop or handicapped parking signs or markers.

(E) Lighting. Maintaining, cleaning and replacing Common Area lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers, illuminating the Common Area pursuant to Section 5.2.1; provided however, exterior Building lighting fixtures, including any lighting fixtures associated with a canopy or other architectural feature forming a part of such Building, shall be considered a part of such Building, and the maintenance and replacement of such fixtures, and the cost of illumination, shall be the obligation of the Party upon whose Parcel such fixtures are located.

(F) Landscaping. In accordance with the Uptown Sector Plan and the requirements of Declarant, maintaining and replacing all landscape plantings, trees and shrubs in an attractive, live and thriving condition, trimmed and weed-free; maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings; providing water for landscape irrigation through a properly maintained system, including performing any seasonal (start up and/or winterization) maintenance thereto, and any modifications to such system to satisfy governmental water allocation or emergency requirements.

(G) Obstructions. Keeping the Common Area free from any obstructions, including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Declaration.

(H) Sidewalks. Maintaining, cleaning and replacing sidewalks, including those adjacent to Buildings regardless of the installing party. Sidewalks shall be: (i) steam-cleaned at least quarterly and pressure washed periodically in the interim, but in any event to the extent necessary to keep the surface in a first class and clean condition; (ii) swept at appropriate

intervals during such time as shall not interfere with the conduct of business or use of the sidewalks; and (iii) cleared of ice, and when there is an accumulation of 2 inches or more on surface, snow.

(I) Security Measures. Providing security measures, including personnel, for the Common Area, if reasonably required.

(J) Traffic. Supervising traffic at public entrances and exits to the Parcel as conditions reasonably require in order to maintain an orderly and proper traffic flow.

(K) Building Related Areas. Notwithstanding anything in Section 4.3 to the contrary, each Party shall operate, maintain, repair and replace, at its sole cost and expense, in a clean, sightly and safe condition, the following items (if any) located on its Parcel: any exterior shipping/receiving dock area; any truck ramp or truck parking area; any recycling center or similarly designated area for the collection of items intended for recycling; any refuse, compactor or dumpster area.

4.2.2 Repair and Restoration. Subject to the provisions of Section 2.2.3 regarding Common Utility Lines and Section 2.4 regarding Signs, if any portion of the Common Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this Declaration, the Party upon whose Parcel such Common Area is located shall repair or restore such Common Area at its sole cost and expense with all due diligence; provided, however, that (i) no Party shall be required to expend more than $250,000 in Constant Dollars in excess of insurance proceeds which may be available (or which would have been available except for such Party's election of deductibles or self-insurance, which amount such Party shall be responsible to contribute) for such repair or restoration and (ii) the $250,000 limit set on a Party's expenditure shall not apply if such damage or destruction is due to ordinary wear and tear. Notwithstanding the limitation set forth in the preceding sentence, a Party may require the Party upon whose Parcel such Common Area is located to do such restoration work if the requiring Party has agreed in writing to pay the costs in excess of $250,000.00. Subject to the provisions of Section 5.4.3 below, if such damage or destruction of Common Area on a Parcel is caused in whole or in part by another Party or a third Person, the Party obligated to make such repair or restoration reserves and retains the right to proceed against such other Party or third Person for indemnity, contribution and/or damages.

4.3 Joint Maintenance.

4.3.1 Common Area Maintenance Costs. Before Operator commences any operation and maintenance duties, Operator shall obtain, and thereafter maintain during the period of such operation and maintenance performance, the insurance required by Section 5.4.4. Commencing on the earlier of thirty (30) days prior to the date specified by the Occupant of the Target Tract that it intends to open for business with the general public, or the date the Declarant designates in writing, Operator shall operate and maintain the (i) Common Area of the Shopping

Center in accordance with the requirements of Section 4.2.1, exclusive of any "capital improvements" which shall be the responsibility of the Party owning the affected Parcel as set forth in Sections 4.2.1 and 4.2.2 above, (ii) Common Utility Lines, and (iii) the Signs pursuant to Section 5.3.1. At least 30 days before any major work in the parking lots or drive areas, Operator shall advise the Declarant of the scope thereof, and the proposed commencement and completion dates; except in an emergency, such major work shall not be performed between October 15th and the following January 15th.

(A) Included and Excluded Expenses. Operator shall expend only such funds as are reasonably necessary for the operation and maintenance of the Common Area ("**Common Area Maintenance Costs**") and for the performance of other obligations imposed on Operator pursuant to this Declarant, and shall promptly pay all such costs when incurred. Within thirty (30) days following the commencement of such maintenance and operation, Operator shall provide the Declarant an estimated budget for the balance of the current calendar year containing the information required by Section 4.3.2, and each Party shall pay its share of Common Area Maintenance Costs actually incurred during the balance of such year, plus the Administration Fee (defined below), in accordance with Section 4.3.3. Operator may hire companies affiliated with it to perform the maintenance and operation of the Common Area, but only if Operator can clearly establish that the rates charged by such affiliates are competitive with those of other companies furnishing similar services in the metropolitan area in which the Shopping Center is located. Each Party hereby grants to Operator, its agents, contractors and employees, a license to enter upon its Parcel to discharge Operator's duties to operate and maintain the Common Area. Notwithstanding anything to the contrary, Common Area Maintenance Costs shall not include:

(3) Any late charges or fees; any cost, fee, fine, penalty or similar charge arising out of or resulting from any violation by Operator or anyone else relating to the Shopping Center.

(4) Any costs for electricity for Building accent lighting or architectural features, or any Building security lighting. Also, any costs to a Party for electricity to illuminate the Common Area if that Party separately pays the costs of power to illuminate the Common Area on its Parcel.

(5) Any costs to a Party for water to irrigate landscaping in the Common Area if that Party separately pays the cost of water to irrigate the landscaping in the Common Area on its Parcel. Also, any cost to a Party for replacing landscape plantings, trees and shrubs due to dehydration in the

Common Area if that Party has an irrigation system installed in the Common Area.

(6) Any costs for promotional, marketing, seasonal or holiday events of any type including costs of promotional equipment, banners, decorations and/or lighting, or the cost of set up, take down or storing any of the foregoing.

(7) Any costs to clean up or repair the Common Area resulting from any promotional, marketing, seasonal or holiday activities, or from construction, maintenance or replacement of a Party's Buildings.

(8) Any costs associated with trash and/or garbage removal from a Party's Building, such removal obligation being the responsibility of the Party owning the Building.

(9) Any costs for "day porter" services or other manual removal of papers, debris, trash, filth, and refuse.

(10) Any costs to a Party for security monitoring systems covering the Common Area if that Party has installed and separately operates a security monitoring system covering the Common Area on its Parcel.

(11) Any costs resulting from or arising out of the repair or replacement of items covered by warranties or guaranties including site improvements, signs, trees, plants or other landscaping. Also, any costs for replacement of landscape plantings, trees and shrubs during the initial twelve (12) months of any delegation of operation and maintenance to Operator pursuant to this Section 4.3.1 regardless of whether covered by warranties or guaranties.

(12) Other than for a resurfacing, resealing and restriping of drive and parking areas which are considered maintenance items, any costs for replacement of base for drive and parking areas, such replacement being a "capital improvement" which is the responsibility of the Party owning the Parcel pursuant to Sections 4.2.1 and 4.2.2.

(13) Any costs relating to the items referenced in Section 4.2.1(K), which items shall remain the responsibility of the Party owning the affected Parcel.

(14) Any matters covered by Section 4.4, which items shall remain the responsibility of the Party owning the affected Parcel.

(15) Real property taxes and assessments on the Common Area.

(16) Insurance costs and/or premiums regardless of whether any such insurance is required by this Declarant.

(17) Operator's profit, administrative costs, overhead costs and all other direct and indirect costs including: office space, equipment and utilities; legal fees and/or costs; accounting and administrative service; Operator's personnel who are not permanently located at the Shopping Center; premiums relating to bonding over mechanic's liens; and costs relating to hiring, training, screening, drug testing and/or background checks of personnel.

(18) Any fee or charge relating to the management and/or supervision of the operation of the Common Area, or any part thereof, paid to a third party, commercial management company or similar provider.

(19) Entertainment, transportation, meals and lodging of anyone.

(20) Any fee, assessment or charge for fire hydrants to a Party that separately pays such kind of imposition for fire hydrants located on its Parcel.

(21) Any costs, fees expenses and/or adjustments related to any Common Maintenance Costs submitted more than three (3) years after the date incurred by Operator.

(22) The cost of any "capital improvements" since such work is not the responsibility of Operator but the responsibility of the owner of such Parcel pursuant to Section 4.2.1 and Section 4.2.2.

(B) Administration Fee; Operator's Personnel. In lieu of the costs set forth in Section 4.3.1(A)(15) above, Operator may charge an amount ("**Administration Fee**") computed by multiplying Common Area Maintenance Costs (exclusive of utility charges, and the portion of single purpose expenditures that exceeds $25,000), by three percent (3%). If any of Operator's personnel at the Shopping Center perform services, functions or tasks in addition to Common Area duties, then the cost of such personnel

shall be equitably allocated according to time spent performing such duties. The cost of work performed by Operator's personnel and/or affiliates that is includable in Common Area Maintenance Costs shall be charged at such individual's normal (no mark-up) hourly basis, including benefits; provided, however, that Operator must clearly establish that the total rate charged for such individual shall not exceed the rate charged for such work by competitive companies furnishing similar work in the metropolitan area in which the Shopping Center is located.

4.3.2 Budget. Operator shall, at least ninety (90) days prior to the beginning of each calendar year during the term of this Declaration, submit to the Declarant an estimated budget ("**Budget**") for Common Area Maintenance Costs and the Administration Fee for operating and maintaining the Common Area for the ensuing calendar year. If the Declarant believes the charge for a particular function is excessive, the Declarant shall notify Operator of such belief, and thereupon Operator shall obtain no fewer than two (2) competitive bids for such function. Unless the existing provider's cost is lower, the lowest acceptable bidder shall be utilized as soon as the contract with the existing provider can be terminated without penalty.

(A) Form of Budget. The Budget shall be in a form and content reasonably acceptable to the Declarant and shall identify separate cost estimates for at least the categories specified under Section 4.2.1, plus:

(1) The Administration Fee.

(2) Rental fees or purchase price of equipment and supplies used in maintaining, operating or repairing the Common Area.

(3) Credit for any depreciation or trade-in allowance applicable to items purchased for Common Area purposes.

(4) Maintenance of Signs pursuant to Section 5.3.1.

(5) Maintenance of any Common Utility Line.

(6) Any single purpose expenditure over $25,000.

(7) If applicable to any items within the Budget, any adjustment in Constant Dollars pursuant to Section 1.5.

(B) Phased Work. If an item of maintenance is to be accomplished in phases over a period of calendar years during the term of this Declaration, such as an overlay of the drive and/or parking areas, then the Budget shall separately identify the cost attributable to the applicable calendar year (including the portion of the Common Area affected) and shall note the

anticipated cost and timing (indicating the portion of the Common Area affected) of such phased work during succeeding calendar years. The cost of approved "phased" work shall be paid by the Parties approving the same, or their successors and assigns, as the case may be, notwithstanding that such Party may not be participating in the joint maintenance of the Common Area when such work is performed or that such successor and assign may not have been a Party at the time of such approval.

(C) Unapproved Budgets. If the Declarant disapproves the proposed Budget, it shall consult with the Operator to establish a final approved Budget. If a Budget for any calendar year is not approved (including the failure of Operator to submit a Budget) by December 1st of the preceding calendar year, Operator may, by notice given before December 10th of such preceding calendar year, terminate its operation and maintenance obligation with respect to the Common Area located on the Parcel of the Declarant as of the following March 31st. If such notice is given, commencing on the following April 1st, the Declarant shall (i) operate and maintain the Common Area on its Parcel, (ii) pay all costs and expenses incurred in connection with the operation and maintenance of the Common Area on its Parcel and (iii) be obligated to pay the Continuing Functions Contribution (defined in Section 4.3.5). Operator shall continue to maintain and operate the balance of the Common Area covered by its obligations (including the Continuing Functions (defined in Section 4.3.5)). During the period from January 1st to March 31st, the Declarant shall pay its share of the operation and maintenance of the Common Area pursuant to Section 4.3.3. If such notice is not timely given, then Operator shall continue to maintain and operate all of the Common Area located on the Parcel of the Declarant for the next calendar year, and the items of disagreement shall be resolved as part of the Reconciliation process. Approval of the Budget, or any of the line items comprising a part thereof, shall not be considered a waiver of a Party's right to audit and/or contest, challenge or dispute the Reconciliation (defined in Section 4.3.3 below).

(D) Emergency Repairs. Operator shall use its diligent, good faith efforts to operate and maintain the Common Area in accordance with the Budget. Notwithstanding the foregoing, Operator may make emergency repairs to the Common Area to prevent injury or damage to Persons or property, it being understood that Operator shall nevertheless advise each Party of such emergency condition as soon as reasonably possible, including the corrective measures taken and the cost thereof. If the cost of the emergency action exceeds $10,000.00 in Constant Dollars, then Operator shall submit a supplemental billing to each Party, together with evidence supporting such cost, and each Party shall pay its share thereof within thirty (30) days after receipt of such billing. If the cost limitation set forth above is not

exceeded then such costs shall be included as part of Common Area Maintenance Costs for that year.

4.3.3 Allocation, Payment and Reconciliation.

(A) Allocation. Common Area Maintenance Costs and the Administration Fee shall be allocated shall be allocated based on Tract size as follows:

(1) To the Target Tract: 84.3%

(2) To Outparcel 1: 9.3%

(3) To Outparcel 2: 6.4%

(B) Division of Parcels. If an existing Parcel within the Target Tract is divided, the Party causing such division shall, at its expense, prorate the allocation of Common Area Maintenance Costs and the Administration Fee attributable to the original Parcel between the newly created Parcels, file a recorded declaration confirming such allocation and deliver a copy of such declaration to Operator and each other Party.

(C) Payment. Each Party shall pay to Operator in equal monthly payments, in advance, the share of Common Area Maintenance Costs and the Administration Fee attributable to such Party's Parcel based either upon the amount set forth in the approved Budget or, if a Budget is not approved, then the lesser of the amount set forth in the unapproved Budget or the monthly payment established for such Party for the prior year. Notwithstanding the provision for determining the amount of payment set forth in the immediately preceding sentence, if a Budget is not approved because Operator elected not to submit a Budget for consideration at least sixty (60) days prior to the beginning of the calendar year, then the Declarant not receiving a Budget may use its reasonable judgment to determine the amount of the Budget for the next calendar year, and each Party represented by such Declarant shall pay to Operator monthly, in advance on the first day of the month, payments attributable to such Party's Parcel, based on the amount of the Budget established by the Declarant.

(D) Reconciliation. Within sixty (60) days after the end of each calendar year, Operator shall provide each Party with a statement certified by an authorized Person, together with supporting invoices and other materials setting forth the actual Common Area Maintenance Costs paid by Operator for the operation and maintenance of the Common Area (such statement and supporting data are collectively called the "**Reconciliation**"), the Administration Fee, and the share of the aggregate thereof that is attributable to each Party's Parcel. The Reconciliation shall separately

identify cost categories specified in Sections 4.2.1 and 4.3.2, shall identify any discrepancies with the approved Budget and shall be in a form reasonably acceptable to the Declarant. If the amount paid with respect to a Parcel for such calendar year shall have exceeded the share allocable to such Parcel, Operator shall refund by check the excess to the Party owning such Parcel at the time the Reconciliation is delivered. If the amount paid with respect to a Parcel for such calendar year shall be less than the share allocable to such Parcel as shown on the approved Budget, the Party owning such Parcel at the time such Reconciliation is delivered shall pay the balance of such Party's share to Operator within sixty (60) days after receipt of such Reconciliation, less any amounts disputed in writing, provided that the 60-day period only establishes the period for payment and is not to be construed as an acceptance of the Reconciliation; provided however, that Declarant shall not be obligated to make payments upon receipt of a Reconciliation if a Budget was never approved by the Declarant. A Party's review and dispute of a Reconciliation shall not limit such Party's right to audit Operator's books and records as set forth below. If Operator does not timely submit the Reconciliation, then such Party's payment period shall be extended an additional 60 days for a total of 120 days after receipt of the Reconciliation. If Operator does not refund amounts shown by the Reconciliation to be owed a Party, then such Party may offset the refund owed, plus Interest, against payments for Common Area Maintenance Costs and Administration Fee due for any future period. Notwithstanding anything contained herein to the contrary, if during a calendar year Operator resigns or is replaced, the replacement Operator shall be responsible for the Reconciliation adjustments, including any reimbursement due to a Party for such calendar year and all prior years; in addition for a period of sixty (60) days after a substitution of Operator is made, any payment made by a Party to the prior Operator shall be deemed properly paid, and the old and new Operators shall resolve any necessary adjustments and/or prorations regarding such payments between themselves.

(E) Audit Rights. Within three (3) years after the date of receipt of a Reconciliation, each Party may audit Operator's books and records pertaining to the operation and maintenance of the Common Area for the calendar year covered by such Reconciliation. If a Party desires to conduct an audit at Operator's office, a Party shall notify Operator of such Party's intent to audit at least fifteen (15) days prior to the designated audit date. If any audit shall disclose any error in the determination of Common Area Maintenance Costs, the Administration Fee or any allocation thereof to a particular Parcel, the auditing Party shall provide Operator with a copy of the audit, and an appropriate adjustment shall be made forthwith. Notwithstanding anything to the contrary, the approval of a prior Reconciliation, or any line item comprising a part thereof, shall not be a

waiver of a Party's right to challenge subsequent Reconciliations regarding such line item. The cost of any audit shall be assumed by the auditing Party unless such Party shall be entitled to a refund in excess of three percent (3%) of the amount calculated by Operator as such Party's share for the applicable calendar year, in which case Operator shall pay the cost of such audit. If Operator does not respond to the results of such audit within ninety (90) days after receipt of the audit, then the auditing Party may offset the refund claimed, plus Interest, from the date Operator receives the audit, plus costs of the audit if appropriate, against subsequent payments due Operator; provided, however, Operator shall retain the right to dispute the results of such audit for a period of six (6) months following receipt of such audit, and Operator's election not to contest the results of such audit during the 6-month period shall be deemed acceptance of such audit.

4.3.4 Operator's Indemnity. Operator shall defend, indemnify and hold each Party harmless from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney's fees and court costs, arising out of the maintenance and operation by Operator of the Common Area and the performance of other functions expressly required of Operator by this Declaration, and if any Parcel shall become subject to any such lien, Operator shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

4.3.5 Common Area Maintenance Take Over Rights. Declarant may, upon giving not less than sixty (60) days' notice to Operator, take-over and assume the operation and maintenance of the Common Area on the Parcel(s) owned by Declarant. Following the effective date of such take-over and assumption, Declarant shall operate and maintain the Common Area on its Parcel(s), and shall pay all costs and expenses incurred in connection therewith; provided, however, Operator shall continue to operate and maintain (i) Common Utility Lines, including any detention/retention ponds, regardless of location, but only if Declarant elects to participate therein by notice to Operator, and (ii) the Common Area security program, if any, but only if Declarant elects to participate therein by notice to Operator (collectively, the "**Continuing Functions**"). Upon the effective date of such take-over and assumption, Declarant shall be released from the obligation to contribute towards Common Area Maintenance Costs for the balance of the Common Area, except with respect to the Continuing Functions for which continued participation is mandatory or elected, and the Administration Fee payable by Declarant shall be based only on the cost of the Continuing Functions. The share of the cost of the Continuing Functions (the "**Continuing Functions Contribution**") to be paid by Declarant shall be paid in accordance with the allocation set forth in Section 4.3.3 so long as Operator is responsible for such functions; provided however, that all amounts payable by Declarant will be paid at end of each calendar year. Operator shall continue to operate and maintain the balance of the Common Area in accordance with the standards set forth herein.

(A) Right to Opt-In. Declarant may cause Operator to resume the operation and maintenance of the Common Area on the Parcel owned by Declarant upon the satisfaction of the following conditions: (i) Declarant shall give Operator at least sixty (60) days prior notice of Declarant's intention to have Operator resume the operation and maintenance of the Common Area on its Parcel, provided, however, such date for resumption shall always be the first day of a calendar quarter; and (ii) before the date established for Operator to resume the maintenance and operation thereof, Declarant shall, at its sole cost and expense, cause the Common Area on its Parcel to be at least equal to the same condition of maintenance then existing on the other portions of the Common Area then being maintained by Operator. Provided the conditions set forth in (i) and (ii) above are satisfied, concurrently with the designated date, Operator shall resume full operation and maintenance of the Common Area located on the Parcel owned by Declarant and Declarant shall be responsible for its share of Common Area Maintenance Costs as set forth in Section 4.3.3 so long as Operator is responsible for such functions.

4.3.6 Security Take Over Rights. Without limiting Declarant's rights under Section 4.3.5 above, Declarant may, upon giving not less than sixty (60) days' notice to Operator, take-over and assume the responsibilities relating to security measures as set forth in Section 4.2.1(I) above with respect to the Common Area on the Parcel(s) owned by Target. Following the effective date of such take-over and assumption, Declarant shall, at its sole cost and expense, provide security measures for the Common Area on the Parcel(s) owned by Declarant, including personnel, if reasonably necessary with respect thereto. Operator shall continue to operate and maintain all other obligations set forth under Section 4.2.1 with respect to the Common Area on the Parcel(s) owned by Declarant, including operation and maintenance of security measures for the balance of the Common Area. Upon the effective date of such take-over and assumption, Declarant shall be released from the obligation to contribute towards the cost of providing security measures under Section 4.2.1(I) above. Declarant shall remain obligated to pay for its share of the balance of Common Area Maintenance Costs and the Administration Fee although the Administration Fee shall be calculated with an exclusion for costs of security measures pursuant to Section 4.2.1(I). Declarant may, upon giving not less than sixty (60) days' notice to Operator, designate a date (which shall always be the first day of a calendar quarter) upon which Operator must resume providing security measures as set forth in Section 4.2.1(I) for the Common Area on the Parcel owned by Declarant and upon such date Declarant shall be responsible for its share of the Common Area Maintenance Costs for providing security measures pursuant to Section 4.2.1(I).

4.3.7 Reallocation of Common Area Maintenance Costs. If at any time (i) Declarant has elected to take over operation and maintenance of the Common Area on the Parcel(s) owned by Declarant pursuant to Section 4.3.5, (ii) Declarant has elected to take-over and assume responsibility for security measures pursuant to Section 4.3.6, (iii) a Party separately pays an amount that would otherwise be part of Common Area Maintenance Costs, such as referenced in Section 4.3.1 (A)(2) and (3), then allocation of Common Area Maintenance Costs

to the remaining Parties in each such circumstance shall be based on a fraction, the numerator of which is each Party's designated percentage share set forth above in Section 4.3.3, and the denominator of which is the total designated percentage shares of the remaining Parties.

4.4 Building; Outside Sales Area and Outside Storage Area.

4.4.1 Standard of Maintenance. After completion of construction of each such improvement on its Parcel, each Party shall maintain and keep the Buildings, the areas referred to in the last paragraph of Section 4.2.1, any Outside Sales Area and any Outside Storage Area in first class condition and state of repair, in compliance with all Governmental Requirements, and in compliance with the provisions of this Declaration, including either the Theme or the exterior architectural concept approved for such Building by the Declarant. Each Party shall store all trash and garbage from its Buildings in adequate containers, to locate such containers so that they are not readily visible from the parking area, and to arrange for regular removal of such trash or garbage. Exterior Building lighting fixtures, including any light fixtures associated with a canopy or other architectural feature forming a part of such Building, shall be maintained, replaced and repaired as part of Building maintenance.

4.4.2 Casualty. If any of the Buildings in the Shopping Center are damaged by fire or other casualty (whether insured or not), the Party upon whose Parcel such Building is located shall, subject to Governmental Requirements and/or insurance adjustment delays, immediately remove the debris resulting from such casualty and provide a sightly barrier, and within a reasonable time thereafter shall either (i) repair or restore the Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this Declaration, or (ii) erect another Building in such location, such construction to be performed in accordance with all provisions of this Declaration, or (iii) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Common Area until a replacement Building is erected. Such Party may choose which of the foregoing alternatives to perform, but such Party shall be obligated to perform one (1) of such alternatives. Such Party shall give notice to each other Party within ninety (90) days from the date of such casualty of which alternative such Party elects.

ARTICLE V – OPERATION OF THE SHOPPING CENTER

5.1 Uses.

5.1.1 Retail Use Generally. The Shopping Center may only be used for retail sales, offices, Restaurants or other commercial purposes permitted by this Declaration. "**Business Office**" means an office which does not provide services directly to consumers; "**Retail Office**" means an office which provides services directly to consumers, including financial institutions, real estate, stock brokerage and title companies, travel and insurance agencies, and medical, dental and legal clinics. No more than ten percent (10%) of the total Floor Area on the Outparcels may be used for Retail Office and/or Business Office purposes; provided, however, that office space used by an Occupant for administrative purposes, and which

is not open to the general public, will not be considered Retail Office or Business Office for the purpose of this limitation.

5.1.2 Shopping Center Restrictions. No use is permitted in the Shopping Center that is inconsistent with the operation of a first class retail shopping center. Without limiting the generality of the foregoing, the following uses are not permitted:

(A) Any use which emits an obnoxious odor, noise or sound that can be heard or smelled outside of any Building in the Shopping Center.

(B) An operation primarily used as a storage warehouse operation, and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.

(C) Any "second hand" store, "surplus" store, or pawn shop.

(D) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition is not applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.

(E) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition is not applicable to garbage compactors located near the rear of any Building.

(F) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

(G) Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition is not applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located.

(H) Any (i) automobile, truck, trailer or recreational vehicle sales, leasing, or display operation, (ii) car wash or (iii) body shop repair operation.

(I) Any bowling alley or skating rink.

(J) Any movie theater or live performance theater.

(K) Any hotel, motel, short or long term residential use, including: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms.

(L) Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition is not applicable to pet shops. Notwithstanding the foregoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop may only be incidental to such operation; the boarding of pets as a separate customer service is prohibited; all kennels, runs and pens must be located inside the Building; and the combined incidental veterinary and boarding facilities may occupy no more than fifteen percent (15%) of the Floor Area of the pet shop.

(M) Any mortuary or funeral home.

(N) Any establishment selling or exhibiting "obscene" material.

(O) Any establishment selling or exhibiting illicit drugs or related paraphernalia.

(P) Any establishment which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff. In addition, no Restaurant use is permitted that requires personnel to wear a uniform that a reasonable person would consider to be sexually provocative (e.g., so-called hot pants and short shorts, shorts not covering the entire buttocks, tight-fitting or otherwise revealing tank tops or halter tops).

(Q) Any bar, tavern, Restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty percent (30%) of the gross revenues of such business.

(R) Any massage parlor or similar establishment. This prohibition is not applicable to first class establishments offering therapeutic massages performed by licensed massage therapists, such as Massage Envy as operating as of the date of this Declaration, provided that such use must not exceed 3,500 square feet in Floor Area and, if located on an Outparcel, must be at least 150 feet away from the Target Tract.

(S) Any health spa, fitness center or workout facility exceeding 3,500 square feet of Floor Area, and in no event will any such operation on the Outparcels be located within three hundred (300) feet of the Target Tract.

(T) Any flea market, amusement or video arcade, pool or billiard hall or dance hall.

(U) Any training or educational facility, including: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided,

however, this prohibition is not applicable to on-site employee training by an Occupant incidental to the conduct of its business at the Shopping Center.

(V) Any gambling facility or operation, including: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition is not applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the Occupant.

(W) Any firearms testing or firing range, or the sale or display of any type of firearms or ammunition, except that a sporting goods retailer may sell and display firearms and ammunition as an incidental part of its business.

5.1.3 Hazardous Materials. No Party may use, or permit the use of, Hazardous Materials on, about, under or in its Parcel, or the balance of the Shopping Center, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws.

(A) Notwithstanding the indemnity set forth in Section 5.4.1 below, each Party shall defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including costs of investigation, remedial or removal response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Party, whether or not in the ordinary course of business.

(B) For the purpose of this Section 5.1.3, (i) "**Hazardous Materials**" means and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" means and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

5.1.4 Use of Common Areas. No merchandise, equipment or services, including vending machines, promotional devices and similar items, may be displayed, offered for sale or

lease, or stored within the Common Area; provided, however, the foregoing prohibition is not applicable to:

(A) the storage of shopping carts on the Target Tract;

(B) the installation of an "ATM" banking facility within an exterior wall of any Building;

(C) the seasonal display and sale of bedding plants on the sidewalk in front of any Building located on the Target Tract;

(D) the placement of bicycle racks and landscaping planters on the sidewalk in front of any Building;

(E) the placement of spherical bollards (Target's brand) on the sidewalk in front of any Building on the Target Tract;

(F) temporary Shopping Center promotions, except that no promotional activities are allowed in the Common Area without the prior written approval of the Declarant;

(G) any recycling center required by law, the location of which shall be subject to the approval of the Declarant;

(H) outdoor seating shown on the Site Plan;

(I) any designated Outside Storage Area; or

(J) any designated Outside Sales Area; provided, however, with respect to any Outside Sales Area which is not included within a Building Area, such space may be used not more than three (3) times per calendar year, and the duration of such use shall be subject to the following limitations: during the period commencing on October 15th and ending on December 27th -- no limitation on the number of days of consecutive use; during the period commencing February 15th and ending on July 10th – not more than one hundred twenty-five (125) consecutive days of use; and, during any other period -- not more than thirty (30) consecutive days of use.

5.1.5 Outparcel Restrictions. The following use and occupancy restrictions are applicable to the Outparcels:

(A) No use utilizing or operating a drive thru.

(B) No more than one (1) Restaurant (including Quick Service Restaurant) on each Outparcel.

(C) No toy store exceeding five thousand (5,000) square feet of Floor Area is permitted.

(D) No store, department or operation of any size selling or offering for sale any pharmaceutical drugs requiring the services of a licensed pharmacist is permitted.

(E) No pet shop is permitted.

(F) No gas station and/or other facility that dispenses gasoline, diesel or other petroleum products as fuel is permitted.

(G) No automotive service/repair station or any other facility that both sells and installs any lubricants, tires, batteries, transmissions, brake shoes or any other similar vehicle accessories is permitted.

(H) No liquor store offering the sale of alcoholic beverages for off-premises consumption is permitted, except Wine Styles or another similar upscale wine or liquor store may have up to 3,500 square Feet of Floor Area, (provided the Occupant of such store shall not place banners or similar temporary signs on the exterior of the Building or on or near the windows of such Building).

(I) No grocery store, supermarket, convenience store or other store, or department within a store, for the sale of food and/or beverages, is permitted, except that two Occupants may use up to two thousand (2,000) square feet of Floor Area each for the display for sale of such products. One-half of the aisle space adjacent to any display of such products will be included in calculating Floor Area for purposes of this subsection. Restaurants are not prohibited on the basis of this subsection.

(J) No "dollar" (or any increment of a dollar) store or other similar variety discount type stores such as those operated on the date of this Declaration under the trade name Dollar Tree, Family Dollar, 99 cents Only, and Five Below is permitted.

(K) No department store, discount department store or junior department store containing more than 50,000 square feet of Floor Area is permitted.

(L) No Membership Wholesale Club, as defined below, is permitted. "**Membership Wholesale Club**" means a general merchandise store that sells merchandise in bulk and limits sales to individuals, businesses, or organizations who have purchased a membership in order to shop at the

store, such as those operated on the date of this Declaration under the trade name Costco, Sam's Club and BJ's Wholesale Club.

5.1.6 Shopping Center Name. The names "Target", "Greatland", "SuperTarget" or any variation using the name "Target" may not be used to identify the Shopping Center or any business or trade conducted on the Outparcels. Until the Declarant designates a name change, the Shopping Center shall be called "Albuquerque Uptown."

5.1.7 No Charge for Use of Common Area. Except to the extent required by law, no Permittee may be charged for the right to use the Common Area; provided, however, for the purpose of this provision, a tax assessment or other form of governmental charge applicable to parking spaces or parking lots shall be deemed by the Declarant an imposition required by law.

5.1.8 Employee Parking. Each Party shall use reasonable efforts to cause the employees of the Occupants of its Parcel to park their vehicles only on such Parcel.

5.1.9 No Operating Covenants. This Declaration is not intended to, and does not, create or impose any obligation on a Party to operate, or continuously operate, a business or any particular business at the Shopping Center or on any Parcel.

5.2 Lighting.

5.2.1 Minimum Lighting Period. After completion of the Common Area lighting system on its Parcel, each Party shall keep its Parcel fully illuminated from dusk to at least 10:30 p.m. unless the Declarant agrees upon a different time. Each Party shall also keep any exterior Building security lights on from dusk until dawn. During the term of this Declaration, each Party grants an irrevocable license to each other Party for the purpose of permitting the lighting from one Parcel to incidentally shine on the adjoining Parcel.

5.2.2 Additional Lighting Hours. It is recognized that Occupants within the Shopping Center may be open for business at different hours, and that a Party may wish to have the Common Area lights on another Parcel be illuminated before or after the required time period. Accordingly, a Party ("**Requesting Party**") may, at any time, to require the Party that controls the lighting on such Parcel ("**Requested Party**") to keep the Common Area lights it controls operating as stipulated by the Requesting Party, provided that the Requesting Party notifies the Requested Party of such request not less than fifteen (15) days in advance.

(A) The Requesting Party shall state the period during which it wishes such Common Area lights to be kept operating and shall pay to the Requested Party a prepayment as follows:

(1) If the period is less than thirty (30) days, then the prepayment shall be one hundred ten percent (110%) of the reasonable cost for such additional operation (including

electrical power, bulbs and manpower), as estimated by the Requested Party; and

(2) If the period is thirty (30) days or longer, then the prepayment shall be one hundred ten percent (110%) of the reasonable cost for such additional operation (including electrical power, bulbs and manpower) for thirty (30) days, as estimated by the Requested Party, and the Requesting Party shall renew such prepayment at the end of each thirty (30) day period.

(B) If the Requesting Party believes that the estimated prepayment established by the Requested Party is greater than one hundred ten percent (110%) of such additional operation, the Parties shall attempt to agree upon the cost of such additional operation but if they cannot do so, then the amount the Requesting Party is obligated to pay shall be estimated by the electrical utility company furnishing such power, or if the electrical utility company elects not to do so, by a reputable electrical engineer. Upon the failure of a Requesting Party to pay the estimated amount or renew a prepayment as required hereby, the Requested Party may discontinue such additional lighting and to exercise any other remedies herein provided. Any such request for additional lighting may be withdrawn or terminated at any time by notice from the Requesting Party, and a new request or requests for changed hours of additional operation may be made from time to time.

5.3 Occupant Signs.

5.3.1 Freestanding Signs. No freestanding sign is permitted within the Shopping Center unless constructed in one of the specific areas designated on the Site Plan and only one (1) such sign structure may be located in each sign area.

(A) Design Criteria. Each sign structure ("**Sign**") shall be utilized as follows:

"Target Signs": The initial design criteria for these sign structures and identification panel designations thereon are shown on Exhibit B ("**Sign Exhibit**") as M1, M2 and M3. Declarant may attach identification panels to the Target Signs for Occupants of the Target Tract.

"Outparcel Sign": The initial design criteria for this sign structure and identification panel designation thereon is shown on the Sign Exhibit. Two (2) identification panel may be attached to each side of the Outparcel Sign for up to four (4) Occupants of Outparcel 1.

"Directional/Wayfinding Signs": The initial design these sign structures and identification panel designations thereon are all other signs shown on the Sign Exhibit except for the Target Signs and the Outparcel Sign.

(B) Construction and Maintenance. Declarant shall cause the Target Signs to be constructed in the locations designated on the Site Plan. The owner of Outparcel 1 shall cause the Outparcel Sign to be constructed in the location designated on the Site Plan. Declarant and the owner of Outparcel 1 shall cause their respective identification panels to be attached to the various Signs when desired. Once constructed, (a) the Target Signs shall be maintained by Operator and such costs shall be part of Common Area Maintenance Costs except that if Declarant is maintaining the Target Tract, then Declarant shall perform such maintenance at its cost and expense, and (b) the Outparcel Sign shall be maintained by the owner of Outparcel 1 at its sole cost and expense.

(C) Identification Panels. Each Party shall cause the identification panel (including any backlit lighting) of its Occupant attached to or forming a part of a Sign to be maintained at its sole cost and expense pursuant to Governmental Requirements, in a safe condition and in a good state of repair. If a Party elects not to attach an identification panel to a Sign for which it is permitted to do so when initially constructed, but later decides to have its Occupant's identification panel attached thereto, then the Party making such later decision shall pay all costs, regardless of nature or origin, necessary to permit the attachment of such identification panel to such Sign; provided however, that none of the previously attached identification panels on such Sign shall be required to be modified or relocated in order to permit the attachment of such additional identification panel.

5.3.2 Building Signage. Any Occupant occupying less than twenty-five thousand (25,000) square feet of Floor Area may have only one (1) identification sign placed on the exterior of the Building it occupies; provided, however, that if the space occupied by any such Occupant is located at a corner of a Building or is the entire Building, then such Occupant may have one (1) exterior identification sign on each of two (2) sides of the occupied Building. Any Occupant occupying at least twenty-five thousand (25,000) square feet of Floor Area may have more than one (1) identification sign placed on the exterior of the Building it occupies.

(A) No identification sign attached to the exterior of a Building shall be:

(1) Placed on canopy roofs extending above the Building roof, placed on penthouse walls, or placed so as to project more than two (2) feet above the parapet, canopy or top of the wall upon which it is mounted.

(2) Placed at any angle to the Building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk.

(3) Painted on the surface of any Building.

(4) Flashing, moving or audible.

(5) Made utilizing (i) exposed neon tubes, (ii) exposed LEDs (light emitting diodes), (iii) exposed ballast boxes, (iv) exposed transformers, or (v) exposed raceways unless such exposed raceways comply with the all of the following requirements: (a) the raceways shall not exceed eight inches (8") in depth and/or twelve (12") in height; (b) the color of the raceways are the same color as the materials upon which such raceways are located; (c) all transformers are remote mounted behind the Building fascia; and (d) the letters to be installed on the raceways do not exceed a height of thirty-six inches (36").

(6) Made of paper or cardboard, or be temporary in nature (exclusive of contractor signs), or be a sticker or decal; provided, however, the foregoing shall not prohibit the placement at the entrance of each Occupant's space of a small sticker or decal indicating hours of business, emergency telephone numbers, acceptance of credit cards and other similar items of information.

(B) No Occupant of less than sixty thousand (60,000) square feet of Floor Area shall have an exterior sign which identifies leased departments and/or concessionaires operating under such Occupant's business or trade name, nor shall such sign identify specific brands or products for sale or services offered within a business establishment, unless such identification is used as part of the Occupant's trade name.

5.3.3 Leasing/Contractor Signage; Maintenance. Notwithstanding anything contained herein to the contrary, each Party may place within the Common Area located on its Parcel the temporary display of leasing information and the temporary erection of one (1) sign identifying each contractor working on a construction job on its Parcel. Each Party shall operate, maintain and repair, in a clean, sightly and safe condition, all signs, including components thereof, located upon its Parcel pursuant to Section 5.3.2 or the provisions hereof.

5.3.4 No Other Signage. Exclusive of signs permitted by Sections 5.3.2 and 5.3.3, no other form of exterior expressions, including pennants, pictures, notices, flags, seasonal decorations, writings, lettering, designs or graphics, shall be placed on or attached to the exterior of any Building. No "reader board" type sign shall be permitted within the Shopping Center.

5.4 Insurance.

5.4.1 Liability Insurance.

(A) Each Party (as to its Parcel only) shall maintain in full force and effect at least the minimum insurance coverages in Constant Dollars set forth below:

(1) Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars ($5,000,000.00) in Constant Dollars for bodily injury, personal injury and property damage, arising out of any one occurrence. The other Parties shall be "additional insureds" under such policy as it applies to the insuring Party's Parcel. The insurance provided herein shall be considered "primary" insurance, and all limits of such policy shall be exhausted before insurance of another Party carried pursuant to this Section 5.4.1 is considered.

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

(a) Worker's compensation insurance as required by any applicable law or regulation.

(b) Employer's liability insurance in the amount of $1,000,000 each accident for bodily injury, $1,000,000 policy limit for bodily injury by disease and $1,000,000 each employee for bodily injury by disease.

(3) Automobile Liability Insurance for owned, hired and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage.

(B) Each Party shall defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or

death of any Person, or damage to the property of any Person located on the Parcel owned by each indemnifying Party; provided, however, that if after such indemnity a court of law determines that such claim or demand was the result of negligence or the willful act or omission of the indemnified Party, then such indemnified Party shall reimburse the indemnifying Party for all reasonable expenses and/or costs incurred by such Party defending against such claim or demand to the extent of such fault.

5.4.2 Insurance During Construction.

(A) Before commencing any construction activities within the Shopping Center, each Party or Operator performing such activities 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 in Constant Dollars set forth below:

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

(a) Worker's compensation insurance as required by any applicable law or regulation.

(b) Employer's liability insurance in the amount of $1,000,000 each accident for bodily injury, $1,000,000 policy limit for bodily injury by disease and $1,000,000 each employee for bodily injury by disease.

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

(a) Required coverages:

(i) Premises and Operations.

(ii) Products and Completed Operations.

(iii) Contractual Liability, insuring the indemnity obligations assumed by contractor under the contract documents.

(iv) Broad Form Property Damage (including Completed Operations).

(v) Explosion, Collapse and Underground Hazards.

(vi) Personal Injury Liability.

(b) Minimum limits of liability:

(i) $1,000,000 each occurrence (for bodily injury and property damage).

(ii) $1,000,000 for Personal Injury Liability.

(iii) $2,000,000 aggregate for Products and Completed Operations.

(iv) $2,000,000 general aggregate applying separately to this project.

(3) Automobile liability insurance, including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage. The contractor shall require each of his subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

(4) The contractor shall also carry umbrella/excess liability insurance in the amount of $5,000,000. If there is no per project aggregate under the Commercial General Liability policy, the limit shall be $10,000,000.

(B) If the construction activities involve the use of another Parcel, then the constructing Party shall cause (x) the owner of such other Parcel to be an additional insured on each policy (for the Commercial General Liability policy, pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent), (y) with respect to the work on such other Parcel, the coverage set forth in Section 5.4.2 (A)(2)(b)(iii) to be extended for a three (3) year period following final completion of work, and (z) each such policy to provide that the same shall not be cancelled, allowed to expire, nor reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior notice to each insured. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then all work and use of the other Parcel for the benefit of the

constructing Party shall immediately stop until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to the owner of such other Parcel.

5.4.3 Property Insurance. Effective upon the commencement of construction of any Building on its Parcel a Party or its contractor shall carry "Builder's Risk" insurance in the amount of one hundred percent (100%) of the full replacement cost thereof. In addition, so long as a Building exists on a Party's Parcel, such Party shall carry property insurance with "Special Form" coverage, in the amount of one hundred percent (100%) of full replacement cost thereof.

(A) Notwithstanding anything to the contrary in this Declaration, each Occupant (the "Releasing Occupant") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Occupant (the "Released Occupant") from any liability for any loss or damage, to all property of such Releasing Occupant located upon any portion of the Shopping Center, which loss or damage is of a type covered or coverable by the insurance required to be maintained under this Section 5.4.3, irrespective of (i) any negligence on the part of the Released Occupant which may have contributed to or caused such loss, or (ii) the amount of such insurance required or actually carried, including any deductible or self insurance reserve. Each Releasing Occupant shall use reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release and waiver; provided, however, that failure to obtain such endorsements shall not affect the release and waiver hereinabove given. In addition, the Releasing Occupant's release and waiver shall include any claim for loss of rent and/or profits.

(B) Each Party shall defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit asserted by or through any Occupant of the indemnifying Party's Parcel for any loss or damage to the property of such Occupant located upon the indemnifying Party's Parcel, which loss or damage is of a type covered or coverable by the insurance required to be maintained under this Section 5.4.3.

5.4.4 Operator's Insurance.

(A) During the period, if any, Operator is maintaining any portion of the Common Area, Operator shall maintain in full force and effect at least the minimum insurance coverages in Constant Dollars set forth below:

(1) Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars ($5,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence. Each Party shall be an "additional insured" under such policy applied as to Operator's operation and maintenance obligations under this Declaration. The insurance provided herein shall be considered "primary" insurance, and all limits of such policy shall be exhausted before insurance of another Party carried pursuant to this Declaration is considered.

(2) Workers' Compensation and Employer's Liability Insurance:

(a) Worker's compensation insurance as required by any applicable law or regulation.

(b) Employer's liability insurance in the amount of $1,000,000 for each accident for bodily injury, $1,000,000 policy limit for bodily injury by disease and $1,000,000 each employee for bodily injury by disease.

(3) Automobile Liability Insurance for owned, hired and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage.

(B) Operator shall defend, protect, indemnify and hold harmless each Party from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind, including reasonable attorneys' fees and cost of suit, asserted or incurred in connection with or arising out of the performance, or failure to perform, by Operator of its duties or obligations under this Declaration with respect to the maintenance and operation of the Common Area; provided, however, that if after such indemnity a court of law determines that such claim or demand was the result of negligence or the willful act or omission of the indemnified Party, then such indemnified Party shall reimburse the Operator for all reasonable expenses and/or costs incurred by Operator defending against such claim or demand to the extent of such fault.

5.4.5 Terms of Insurance. All insurance required by a Person pursuant to Section 5.4 shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/X, and which are authorized to do business in the state where the

Shopping Center is located. All insurance may be provided under (i) a combination of primary and excess policies, (ii) an individual policy covering the Shopping Center, (iii) a blanket policy or policies which includes other liabilities, properties and locations of such Party; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $20,000,000 in Constant Dollars, then such insuring Party shall also maintain excess liability coverage necessary to establish a total liability insurance limit of $20,000,000 in Constant Dollars, (iv) a plan of self-insurance, provided that any Party so self-insuring notifies the other Parties of its intent to self-insure and shall, upon request, deliver to such other Parties each calendar year a copy of its annual report that is audited by an independent certified public accountant which discloses that such Party has $250,000,000 in Constant Dollars of both net worth and net current assets, or (v) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by a Party pursuant to this Section 5.4, such Party 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 $50,000.00 in Constant Dollars unless such Party complies with the requirements regarding self-insurance pursuant to (iv) above. Each Party and Operator (if any) shall furnish to any Party requesting the same, a certificate(s) or memorandum(s) of insurance, or statement of self-insurance or the Web address where such insurance information is contained, evidencing that the insurance required to be carried by such Party or Operator is in full force and effect.

5.4.6 Additional Insured. Any insurance policy required under this Declaration that requires another Person to be added as an "additional insured" shall include the following provisions:

(A) Shall provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Declaration, nor shall such policy be allowed to expire without at least thirty (30) days prior notice by the insurer to each insured and to each additional insured.

(B) Shall provide for severability of interests.

(C) Shall provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds.

(D) Shall provide for contractual liability coverage with respect to any indemnity obligation set forth in this Section 5.4.

5.5 Taxes and Assessments. Each Party shall pay, prior to delinquency, all taxes and assessments with respect to its Parcel, the Building, and other improvements located thereon, and any personal property owned or leased by such Party in the Shopping Center, provided that if such taxes or assessments or any part thereof may be paid in installments, each Party may pay each such installment as and when the same becomes due and payable. Nothing contained herein shall prevent any Party from contesting at its cost and expense any taxes and assessments with respect to

its Parcel in any manner such Party elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time such contest is concluded (allowing for appeal to the highest appellate court), the contesting Party shall promptly pay all taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

ARTICLE VI – MISCELLANEOUS

6.1 Default.

6.1.1 Notice of Default. The occurrence of any one or more of the following events constitutes a material default and breach of this Declaration by the non-performing Party (the "**Defaulting Party**"):

(A) The failure to make any payment required to be made hereunder to another Party or Operator within ten (10) days after the due date.

(B) The failure to observe or perform any of the covenants, conditions or obligations of this Declaration, other than as described in (A) above, within thirty (30) days after the giving of a notice by another Party (the "**Non-Defaulting Party**") or Operator specifying the nature of the default claimed. Notwithstanding the foregoing, if such default cannot reasonably be cured within said 30-day period, then, provided the Defaulting Party notifies the Non-Defaulting Party or Operator, as the case may be, of such claimed inability to cure and the Defaulting Party begins to cure the default within said 30-day period and is diligently pursuing such cure, the Defaulting Party shall be entitled to additional time, not to exceed thirty (30) additional days, to cure such default.

6.1.2 Right to Cure Default. With respect to any default under Section 6.1.1(B), any Non-Defaulting Party or Operator may cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party following the expiration of any applicable cure period; provided, however, that if such default constitutes an emergency condition, the Defaulting Party is only entitled to such advance notice as is reasonably possible under the circumstances or, if necessary, no notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party or Operator which issued such notice may enter upon the Parcel of the Defaulting Party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each Party is responsible for the default of its Occupants. If any Non-Defaulting Party or Operator cures a default, the Defaulting Party shall reimburse the Non-Defaulting Party or Operator, as the case may be, for all costs and expenses incurred in connection with such curative action within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made.

6.1.3 Right of Offset. If a Defaulting Party does not reimburse the Non-Defaulting Party as set forth above, in addition to any other remedy available, the Non-Defaulting

Party may offset such amount owed against any current or future sum of money due the Defaulting Party until the full amount owed is recovered.

6.1.4 Right to Lien. The cost and expense incurred by a Party to cure a default of the type set forth in Section 6.1.1(B) in accordance with Section 6.1.2, plus Interest on all such sums, shall constitute a lien against the Defaulting Party's Parcel. Such lien shall attach and take effect only upon recordation of a claim of lien in the office of the Recorder of the County of the State in which the Shopping Center is located by the Party making such claim. The claim of lien must include the following:

(A) The name of the lien claimant.

(B) A statement concerning the basis for the claim of lien and identifying the lien claimant as a Non-Defaulting Party.

(C) An identification of the owner or reputed owner of the Parcel or interest therein against which the lien is claimed.

(D) A description of the Parcel against which the lien is claimed.

(E) A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof.

(F) A statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date and recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, by personal service or by mailing pursuant to Section 6.4 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of the State in which the Shopping Center is located. The lien shall be subject and subordinate to any mortgage or deed of trust which is of record before the claim of lien is placed of record.

6.1.5 Additional Remedies. Each Non-Defaulting Party may prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another Party or Person of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions because the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this

Declaration or at law or in equity are cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. If a Party brings an action of law or in equity to enforce the terms and provisions of this Declaration, the prevailing Party as determined by the Court in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including appellate proceedings, in addition to any remedy granted.

6.1.6 Operator's Default. If Operator fails to perform any of the provisions of this Agreement, which failure continues for a period of ten (10) days after receipt of notice from any Party specifying the particulars of such failure, such failure shall constitute a material default and any Party may thereafter (i) institute legal action against Operator for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law, (ii) perform the obligations of Operator specified in said notice of default the cost of which shall be reimbursed by Operator plus a ten percent (10%) administration fee, within ten (10) days after receipt of demand therefor and/or (iii) offset any amounts owed by Operator from amounts due Operator, including the costs of any curative action. Notwithstanding the foregoing, if such default cannot reasonably be cured within said 10-day period, then, provided Operator notifies the Non-Defaulting Party of such claimed inability to cure and Operator begins to cure the default within said 10-day period and is diligently pursuing such cure, Operator shall be entitled to additional time, not to exceed thirty (30) additional days, to cure such default.

6.1.7 No Obligation to Cure. The right to cure the default of another Party or Operator shall not:

(A) Impose any obligation on a Non-Defaulting Party or Operator to do so.

(B) Render the Non-Defaulting Party or Operator liable to the Defaulting Party or any third party for an election not to do so.

(C) Relieve the Defaulting Party or Operator from any performance obligation hereunder.

(D) Relieve the Defaulting Party or Operator from any indemnity obligation as provided in this Declaration.

6.2 Interest. Any time a Party or Operator, if any, does not pay any sum payable hereunder to another Party within five (5) days of the due date, such delinquent Party or Operator must pay interest ("**Interest**") on such amount from the due date to and including the date such payment is received by the Party entitled thereto, at the lesser of:

(A) The highest rate permitted by law to be either paid on such type of obligation by the Party obligated to make such payment or charged by the Party to whom such payment is due, whichever is less.

(B) The prime rate, plus three percent (3%). As used herein, "prime rate" means the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by the Declarant.

6.3 Estoppel Certificate.

(A) Terms. Each Party and Operator (if any) shall upon written request (which shall not be more frequent than three (3) times during any calendar year) of any other Party or Operator, issue within thirty (30) days after receipt of such request to such Party, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

(1) Whether it knows of any default under this Declaration by the requesting Party, and if there are known defaults, specifying the nature thereof in reasonable detail.

(2) Whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail.

(3) Whether this Declaration is in full force and effect.

(B) Issuance. Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrancer or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrancer has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to perform an audit or obtain an adjustment with respect to Common Area Maintenance Costs for any year it is entitled to do so, or to challenge acts committed by other Parties for which approval by the Declarant was required but not sought or obtained.

6.4 Notices. All notices, demands and requests (collectively, the "notice") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been

given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party intended, (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid, or (iv) sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party intended. Upon at least ten (10) days prior notice, each Party may change its address to any other address within the United States of America. The initial addresses of the Parties are:

Declarant: Target Corporation
Target Property Development
Attn: Real Estate Portfolio Management/Albuquerque, NM/T-2813
1000 Nicollet Mall, TPN 12H
Minneapolis, Minnesota 55403

With respect to any "notice" to Operator: As from time to time designated.

6.5 Approval Rights.

6.5.1 Business Judgment. Except as otherwise specifically provided in this Declaration, with respect to any matter as to which a Party has specifically been granted an approval right under this Declaration, nothing contained in this Declaration limits the right of a Party to exercise its business judgment in its sole discretion, whether or not "objectively" reasonable under the circumstances, and any such decision shall not be deemed inconsistent with any covenant of good faith and fair dealing which may be implied by law to be part of this Declaration. The Parties intend by this Declaration to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured.

6.5.2 Deemed Approval. Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this Declaration shall be given by the Party to whom directed within thirty (30) days after receipt thereof. Each disapproval shall be in writing and, subject to Section 6.5.1, the reasons therefor shall be clearly stated. If a response is not given within the required time period, the requested Party shall be deemed to have given its approval if the original notice stated in capitalized letters that failure to respond within the applicable time period will be deemed an approval. Notwithstanding anything contained herein to the contrary, the provisions of this Section 6.5 do not apply in any manner or fashion to any request which requires an amendment to this Declaration, such requests being governed solely by the provisions of Section 6.8.5.

6.6 Condemnation. If any portion of the Shopping Center is condemned, or conveyed under threat of condemnation, the award shall be paid to the Party owning the Parcel or the improvements taken, and the other Parties hereby waive and release any right to recover any value attributable to the property interest so taken, except that (i) if the taking includes improvements belonging to more than one (1) Party, such as Utility Lines or Signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned

improvements to a useful condition, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this Declaration, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the Party owning the Parcel or the improvement taken, then the owner of such other property interest may seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this Declaration shall expire or terminate based solely upon such taking.

6.7 Binding Effect. The terms of this Declaration and all easements granted hereunder constitute covenants running with the land, bind the Parcels described herein and inure to the benefit of and bind each Party. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

6.8 Construction and Interpretation.

6.8.1 Entire Agreement. The provisions of this Declaration and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any Party.

6.8.2 Terminology. Whenever required by the context of this Declaration, (i) the singular includes the plural, and vice versa, and the masculine includes the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter. Whenever this Declaration imposes an obligation upon a Party to perform an action (e.g. obtain a policy of insurance) such obligation shall be deemed satisfied if such Party has caused such obligation to be performed regardless of whether such Party has itself performed such action; provided however, that nothing shall relieve such Party from responsibility for complying or causing compliance with the terms and provisions of this Declaration.

6.8.3 Captions. The captions preceding the text of each article and section of this Declaration are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

6.8.4 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any Person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

6.8.5 Amendment. This Declaration may be amended by the Declarant; provided, however, that no such amendment shall impose any materially greater obligation on, or materially impair any right of, a Party or its Parcel under this Declaration unless such Party has joined in the execution of such amendment. No agreement to any amendment of this Declaration shall ever be required of any Occupant or Person other than the Parties. Since the submission of a proposed amendment to the Parties is not an item of "consent" or "approval", each Party may consider any proposed amendment to this Declaration in its sole and absolute discretion without regard to reasonableness or timeliness.

6.8.6 Counterparts. This Declaration, and any amendments thereto, may be executed in several counterparts, each of which shall be deemed an original. The signatures may be executed and notarized on separate pages, and when attached to each other shall constitute one (1) complete document.

6.9 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party may act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

6.10 Not a Public Dedication; No Third Party Beneficiaries. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center or of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein. Without limiting the generality of the foregoing, no Occupant or Person other than the Parties have any right to enforce any of the provisions of this Declaration.

6.11 Excusable Delays. Whenever performance is required of any Party hereunder, such Party 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 cause beyond the reasonable control of such Party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section 6.11 shall not operate to excuse any Party from the prompt payment of any monies required by this Declaration.

6.12 Mitigation of Damages. In all situations arising out of this Declaration, each Party and Operator, if any, shall attempt to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party shall take all reasonable measures to effectuate the provisions of this Declaration.

6.13 Declaration Shall Continue Notwithstanding Breach. No breach of this Declaration shall (i) entitle any Party to cancel, rescind, or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of the Shopping Center. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach.

6.14 Time. Time is of the essence of this Declaration.

6.15 No Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Declaration. The failure of a Party to provide a Reconciliation or statement for amounts owed within a specified time shall not act as a waiver of such Party's right to collect such amount upon the later issuance of the required Reconciliation or statement.

6.16 Authority. Each Party represents and warrants to the other Parties that the Person executing this Declaration on behalf of said Party has been fully empowered to execute and deliver this document and that no further action is required on behalf of such Party to bind it to the terms and provisions herein contained.

6.17 Attorneys' Fees. If any Party brings an action of law or in equity to interpret or enforce this Declaration, the prevailing Party as determined by the Court in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including appellate proceedings, in addition to any other remedy granted.

ARTICLE VII – TERM

7.1 Term of this Declaration. This Declaration is effective as of the date first above written and continues in full force and effect until 11:59 p.m. on April 30, 2073; provided, however, that (i) the easements referred to in Article II hereof which are specified as being perpetual or as continuing beyond the term of this Declaration shall continue in full force and effect as provided herein, (ii) the building covenants and restrictions set forth in Section 3.3.4 hereof shall continue in full force and effect so long as an "unlimited area building" exists within the Unlimited Area Building Grouping or is being reconstructed and (iii) except as otherwise specifically provided in this Declaration. Except as provided in the preceding sentence, upon the

termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this Declaration before the date of such termination.

ARTICLE VIII – EXCULPATION

8.1 Certain Limitations on Remedies. None of the Persons comprising a Party (whether partners, shareholders, officers, directors, members, managers, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against a Party. Each Party shall look solely to the interest in the Shopping Center of a Defaulting Party for recovery of damages for any breach of this Declaration; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of a Party:

(A) Casualty Insurance and Condemnation Proceeds. To recover from a Party all damages and costs on account of, or in connection with, such Party's failure to apply or use casualty insurance or condemnation proceeds in accordance with the terms of this Declaration.

(B) Hazardous Substances. To recover from a Party all damages and costs arising out of or in connection with, or on account of, a breach by such Party of its obligations under Section 5.1.3.

(C) Liability Insurance and Indemnity. To recover from a Party all damages and costs arising out of or in connection with, or on account of, either a breach by such Party of its obligations under Section 5.4, or a failure by such Party to satisfy any indemnity obligation required of it under this Declaration.

(D) Taxes, Assessments and Liens. To recover from a Party all damages and costs arising out of or in connection with, or on account of, the failure by such Party to pay when due any tax, assessment or lien as specified in Section 5.5 and Section 6.1.

(E) Fraud or Misrepresentation. To recover from a Party all damages and costs as a result of any fraud or misrepresentation by such Party in connection with any term, covenant or condition in this Declaration.

(F) Equitable Relief; Costs. To pursue equitable relief in connection with any term, covenant or condition of this Declaration, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance, and recover all costs, including Interest thereon, relating to such enforcement action.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE
FOR
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed effective as of the day and year first above written.

DECLARANT:

TARGET CORPORATION,
a Minnesota corporation

By: _____

Name: Chris Case
Director Real Estate
Target Corporation

Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 30th day of August, 2013, before me, a Notary Public within and for said County, personally appeared Chris Case to me personally known, being first by me duly sworn, did say that he is the Director, Real Estate of Target Corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said corporation.

Natalie Rose Gigler
Notary Public

My commission expires: 1/31/18

NATALIE ROSE GIGLER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES 01/31/18

AGREED AND ACCEPTED

The undersigned hereby agrees to the designation as "Operator" in that certain Declaration Restrictive Covenants and Easements (the "**Declaration**") dated August 30, 2013 by Target Corporation with respect to a shopping center located in Albuquerque, New Mexico, to which this document is attached, and further agrees to accept and perform all of the duties, obligations and responsibilities of the "Operator" as specified in said Declarant.

OPERATOR:

TARGET CORPORATION,
a Minnesota corporation

By: _____

Name: ~~Director Real Estate~~ Chris Case

Title: ~~Director Real Estate~~ Target Corporation

Address: As provided in Section 6.4 of the Declaration

EXHIBIT A
LEGAL DESCRIPTION OF TARGET TRACT

LEGAL DESCRIPTION- PROPOSED TRACT A-1-A

That certain parcel of land situate within Section 18, Township 10 North, Range 4 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico being and comprising a major portion of Tract lettered A-1 of the Hunt-Spectrum Development Site, City of Albuquerque, Bernalillo County, New Mexico as the is shown and designated on the plat entitled "PLAT OF TRACT A-1, HUNT-SPECTRUM DEVELOPMENT SITE (A REPLAT OF TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE) SITUATE WITHIN SECTION 18, TOWNSHIP 10 NORTH, RANGE 4 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico on January 3, 2012, in Plat Book 2012C, Page 001 more particularly described using plat bearings and ground distances as follows:

BEGINNING at a point on the Northerly line of said Tract A-1, also being a point on the Southerly right of way line of Indian School Road N.E. whence the Albuquerque Survey Control Monument "20-H18" bears N 16°39'27" W, 722.26 feet distant; Thence along said Southerly right of way line of Indian School Road N.E. for the following three (3) courses:

N 89°38'27" E , 298.72 feet to a point; Thence,

N 89°31'35" E , 5.00 feet to a point of curvature; Thence,

Southeasterly , 13.02 feet on the arc of a curve to the right (said curve having a radius of 138.90 feet, a central angle of 05°22'10" and a chord which bears S 87°49'33" E, 13.01 feet) to a non-tangent point on curve and the Northeast corner of the parcel herein described; Thence,

S 00°16'19" E , 91.12 feet to a point; Thence,

N 89°44'27" E , 21.93 feet to a point; Thence,

S 00°15'33" E , 70.38 feet to a point; Thence,

N 89°44'27" E , 53.96 feet to a point; Thence,

S 19°48'55" E , 108.12 feet to a non-tangent point on curve on the Easterly line of said Tract A-1 and a point on the Westerly right of way line of Uptown Loop N.E.; Thence Southerly along said Westerly right of way line of Uptown Loop N.E. for the following seven (7) courses:

Southwesterly , 10.61 feet on the arc of a curve to the right (said curve having a radius of 602.00 feet, a central angle of 01°00'37" and a chord which bears S 28°42'22" W, 10.61 feet)to a point of tangency; Thence,

S 29°12'40" W , 85.00 feet to a point of curvature; Thence,

Southwesterly , 121.82 feet on the arc of a curve to the left (said curve having a radius of 698.00 feet, a central angle of 10°00'00" and a chord which bears S 24°12'40" W, 121.67 feet) to a point of tangency; Thence,

S 19°10'58" W , 63.18 feet to a point of curvature; Thence,

Southwesterly , 113.73 feet on the arc of a curve to the right (said curve having a radius of 226.98 feet, a central angle of 28°42'27" and a chord which bears S 33°30'11" W, 112.54 feet) to a point of compound curvature; Thence,

Southwesterly , 99.26 feet on the arc of a curve to the right (said curve having a radius of 135.00 feet, a central angle of 42°07'39" and a chord which bears S 68°55'14" W, 97.04 feet) to a point of tangency; Thence,

S 89°59'04" W , 23.33 feet to a point; Thence,

N 00°16'16" W , 38.36 feet to a point; Thence,

S 89°43'44" W , 93.50 feet to a point; Thence,

N 00°16'16" W , 70.37 feet to a point; Thence,

S 89°43'44" W , 153.58 feet to a non-tangent point on curve on the Easterly right of way line of Louisiana Boulevard N.E., said point being the Southwest corner of the parcel herein described; Thence Northerly along said Easterly right of way line of Louisiana Boulevard N.E. for the following ten (10) courses:

Northeasterly , 43.96 feet on the arc of a curve to the left (said curve having a radius of 160.00 feet, a central angle of 15°44'26" and a chord which bears N 07°50'46" E, 43.82 feet) to a point of tangency; Thence,

N 00°01'27" W , 181.86 feet to a point; Thence,

S 89°46'51" W , 12.00 feet to a point; Thence,

N 00°01'27" W , 74.29 feet to a point of curvature; Thence,

Northeasterly , 40.36 feet on the arc of a curve to the right (said curve having a radius of 139.33 feet, a central angle of 16°35'51" and a chord which bears N 08°09'55" E, 40.22 feet) to a point of reverse curvature; Thence,

Northeasterly , 47.41 feet on the arc of a curve to the left (said curve having a radius of 160.67 feet, a central angle of 16°54'26" and a chord which bears N 08°06'34" E, 47.24 feet) to a point of tangency; Thence,

N 00°16'16" W , 64.22 feet to a point of curvature; Thence,

Northeasterly , 46.67 feet on the arc of a curve to the right (said curve having a radius of 139.33 feet, a central angle of 19°11'27" and a chord which bears N 09°09'47" E, 46.45 feet) to a point of compound curvature; Thence,

Northeasterly , 47.64 feet on the arc of a curve to the right (said curve having a radius of 49.33 feet, a central angle of 55°19'58" and a chord which bears N 46°34'41" E, 45.81 feet) to a point of compound curvature; Thence,

Northeasterly , 65.04 feet on the arc of a curve to the right (said curve having a radius of 239.33 feet, a central angle of 15°34'14" and a chord which bears N 81°54'05" E, 64.84 feet) to the point of beginning of the parcel herein described.

Said parcel contains 6.2018 acres, more or less.

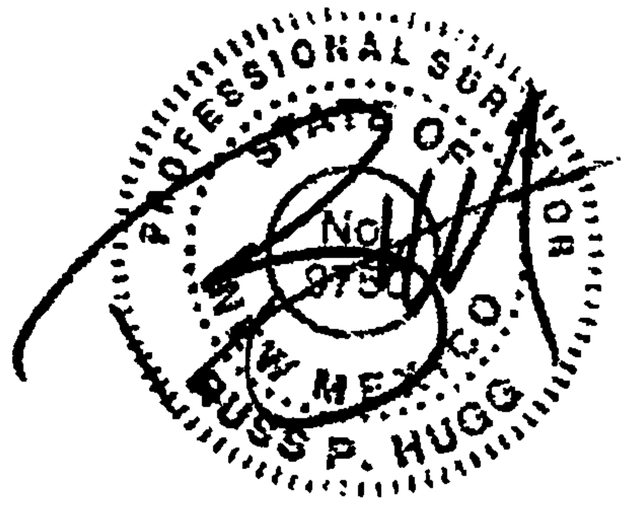


EXHIBIT B
DESIGN OF SIGNS

12' Ø ILLUMINATED RED BULLSEYE
(Exterior Bullseye)
- reference page 1.3 for elevation/location

14' Ø ILLUMINATED RED BULLSEYE
(Exterior Bullseye)
- reference page 1.2 for elevation/location

10' Ø ILLUMINATED WHITE BULLSEYE
(Exterior Lower Level Wall Bullseye)
- reference page 1.2 for elevation/location

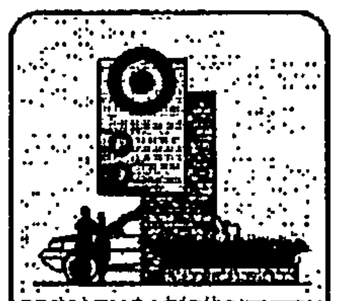
TARGET

PRIMARY PEDESTRIAN ENTRY MONUMENT
Sign Type M3
- 2-sided identifying main pedestrian entrance
- reference page 2.1 for fabrication detail

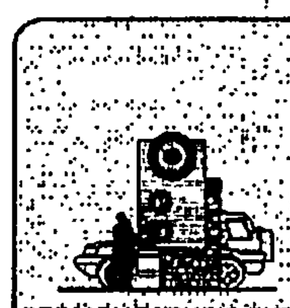
12' Ø ILLUMINATED RED BULLSEYE
(Exterior Bullseye)
- reference page 1.3 for elevation/location

12' Ø ILLUMINATED STACKED FORMAT RED BULLSEYE WITH TARGET TEXT
- identifying main pedestrian entrance
- reference page 1.2 for elevation/location

17'-10 3/4"
PHARMACY
ILLUMINATED RED PHARMACY SIGN
- reference page 1.2 for elevation/location



PRIMARY PARKING ENTRY MONUMENT Sign Type M1
- Two Sided Illuminated Directional Site Monument
- With connected Planting Bed
- reference page 2.0 for fabrication detail



PRIMARY PARKING ENTRY MONUMENT Sign Type M2
- Two Sided Illuminated Directional Site Monument
- reference page 2.1 for fabrication detail

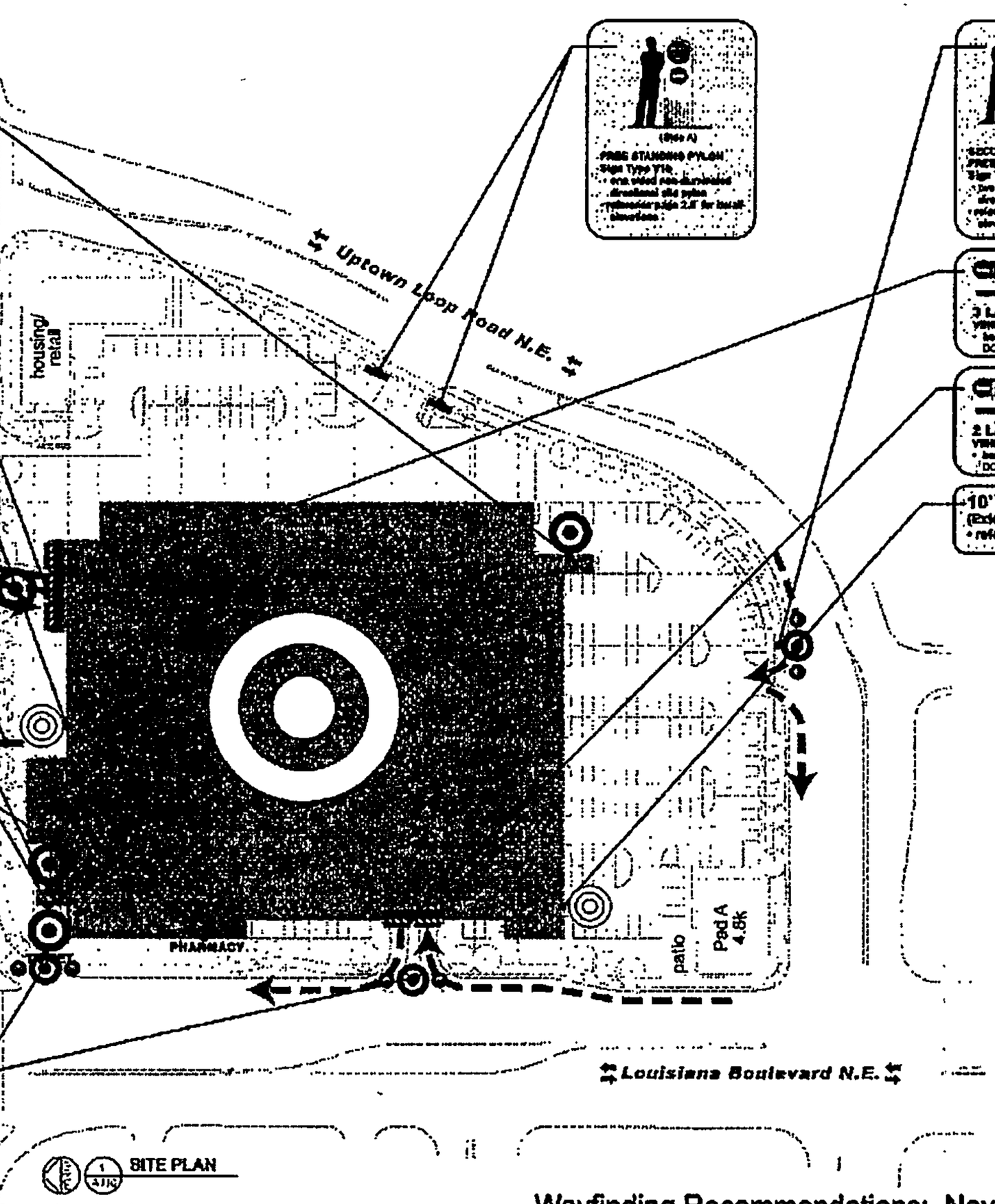
(Side A)
FREE STANDING PYLON
Sign Type Y1a
- one sided non-illuminated directional site pylon
- reference page 2.8 for detail elevation

(Side A) (Side B)
SECONDARY PARKING ENTRY
FREE STANDING PYLON
Sign Type Y1a
- two sided non-illuminated directional site pylon
- reference page 2.1 for detail elevation

TARGET PARKING
2 LANE PRIMARY PARKING ENTRY Sign Type A2a with VEHICLE CLEARANCE BARS Sign Type A4a
- horizontal sign identifying parking entrance and exit with DO NOT ENTER graphics (CLEARANCE 8'-2")

PARKING
2 LANE PRIMARY PARKING ENTRY Sign Type A2a with VEHICLE CLEARANCE BARS Sign Type A4a
- horizontal sign identifying parking entrance and exit with DO NOT ENTER graphics (CLEARANCE 8'-2")

10' Ø ILLUMINATED WHITE BULLSEYE
(Exterior Bullseye)
- reference page 1.3 elevations/locations



SITE PLAN

WAYFINDING/SIGNAGE LEGEND

ADDITIONAL SIGNAGE
- cart boundary signs
- cart corral identification

*CODE SIGNAGE BY TARGET
- stairwell code signage

ELEVATOR SIGNAGE
- Sign Type G4 (orientation diagram)
- service elevator graphic

PEDESTRIAN DIRECTIONAL SIGNAGE
- level identification/directional graphics
- elevator/stair wall graphics/colors

VEHICLE DIRECTIONAL SIGNAGE
- clearance bar
- hanging directional signage
- entering traffic
- exiting traffic
- service/emergency traffic

- Parking with Overhead Structure

(signage recommendations are IN ADDITION TO any code required signage by garage contractor)

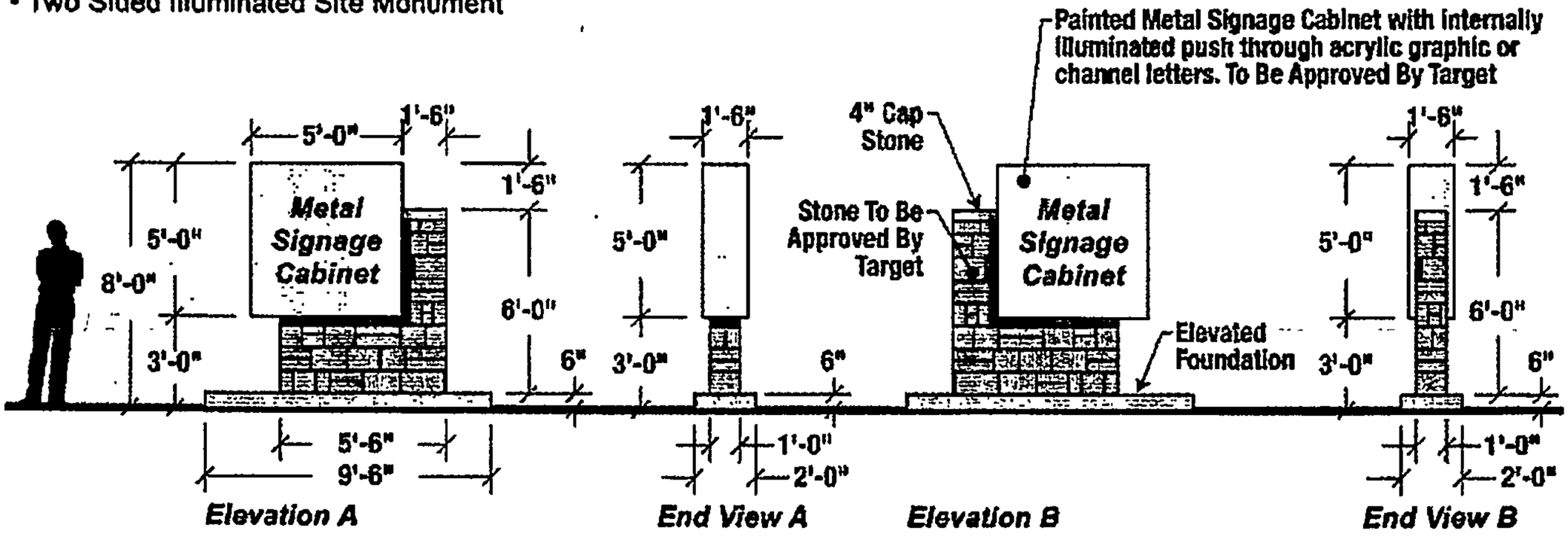
EDAHL ENVIRONMENTAL design, inc.

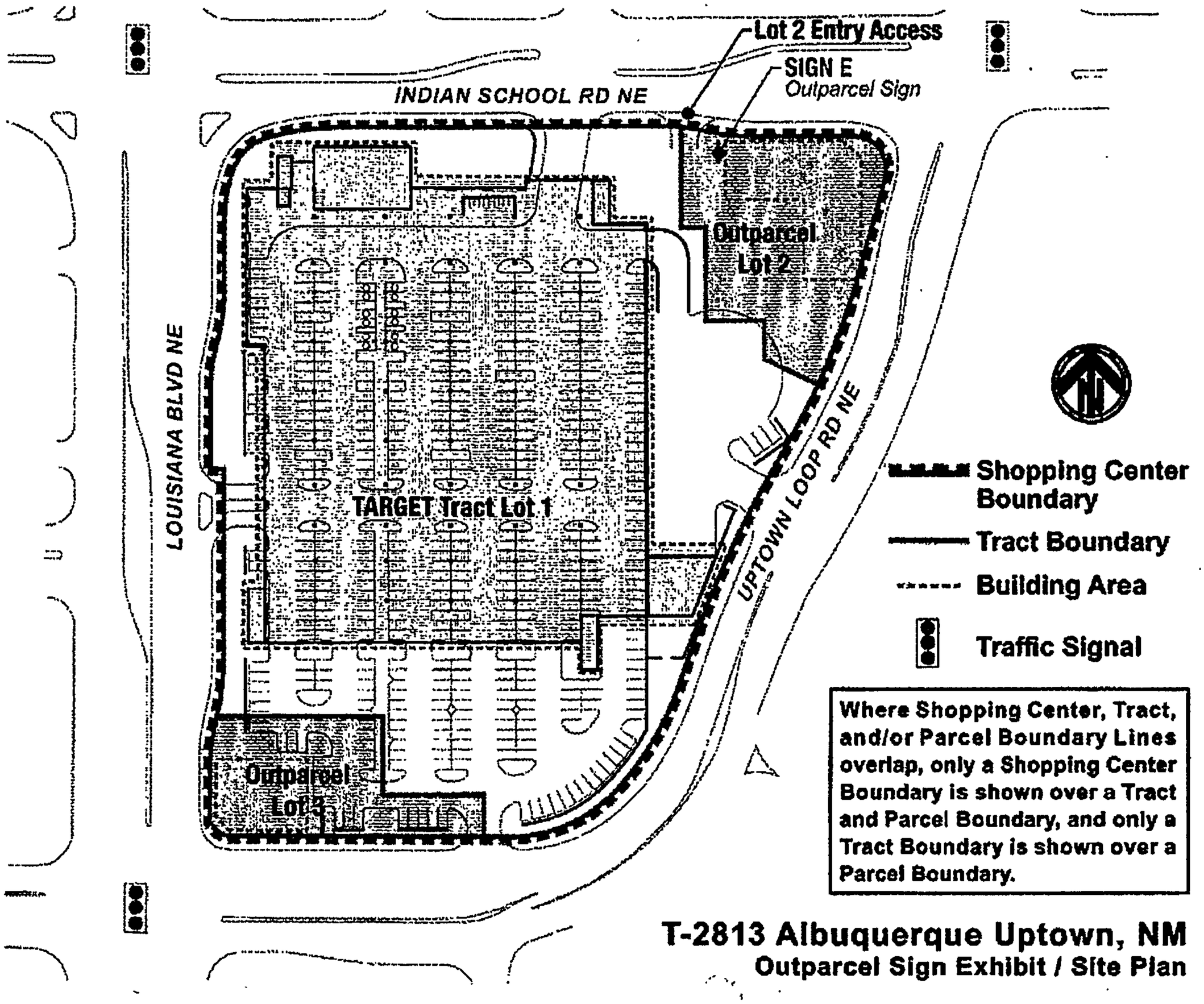
651.503.4459 | rsidahl@comcast.net

Wayfinding Recommendations: Navigating Parking | Site

T-2813 ALBUQUERQUE UPTOWN, NM – Outparcel Sign

• Two Sided Illuminated Site Monument

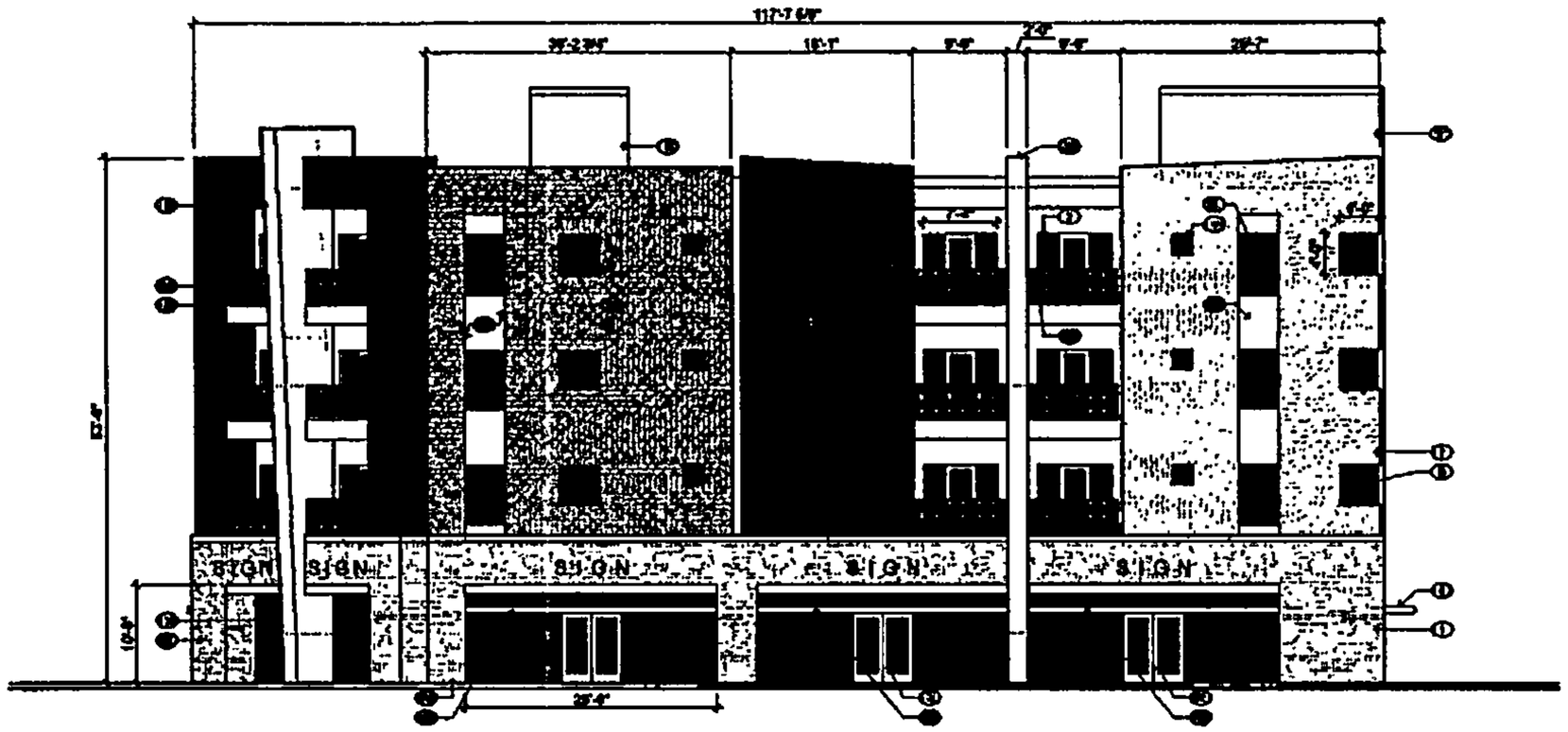




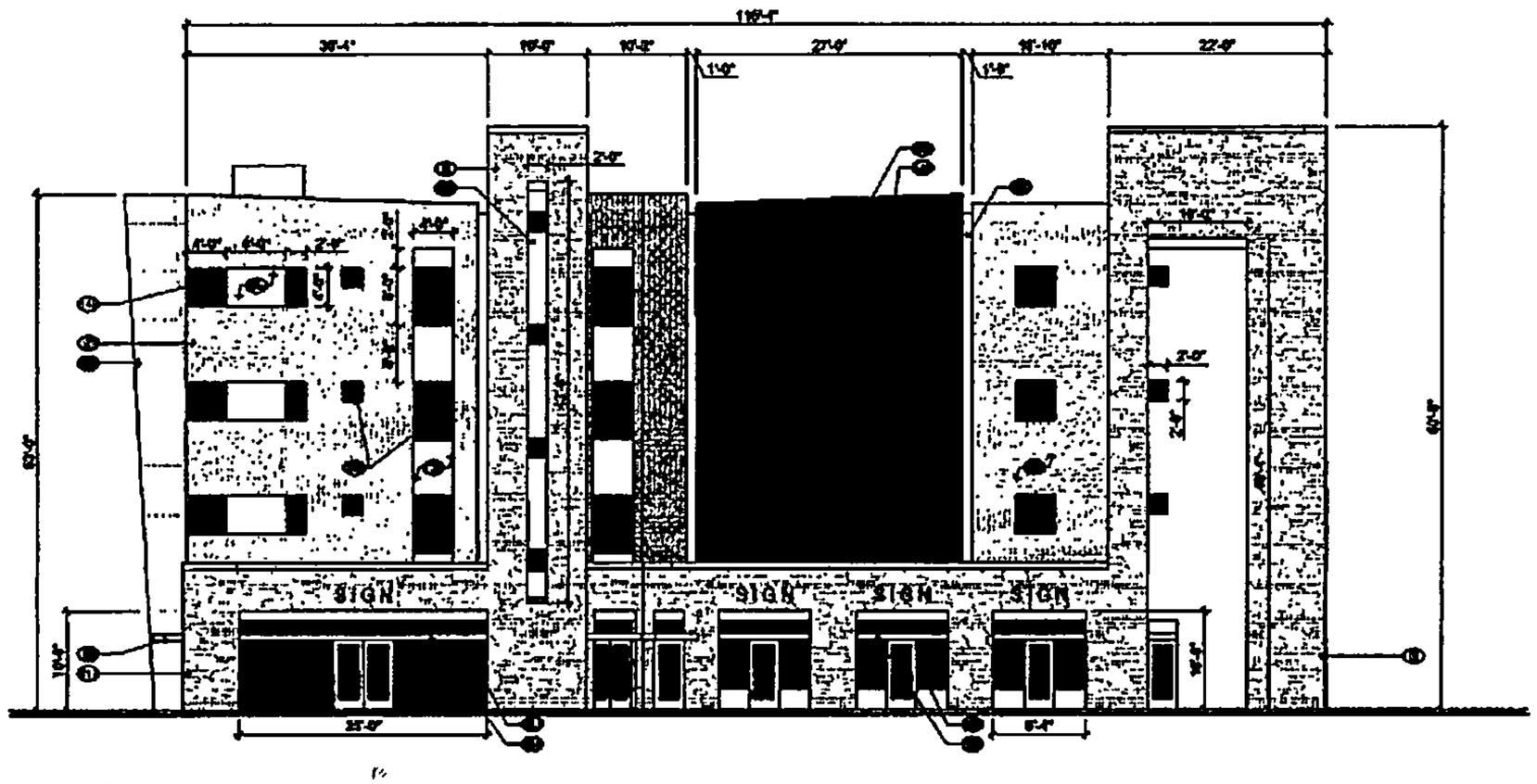
T-2813 Albuquerque Uptown, NM

Outparcel Sign Exhibit / Site Plan

EXHIBIT C-1
ARCHITECTURAL THEME



NORTH ELEVATION
EAST ELEVATION SIMILAR OPPOSITE HAND



WEST ELEVATION
SOUTH ELEVATION SIMILAR OPPOSITE HAND

GENERAL NOTES

A. GENERAL NOTES

KEYED NOTES

1. CULTURED STONE
2. EXTERIOR INSULATION AND FINISH SYSTEM (STUCCO), SEE FINISH LEGEND FOR COLORS.
3. ALUMINUM STOREFRONT
4. OPERABLE ALUMINUM WINDOWS
5. METAL PANELS
6. METAL AWNING
7. EIFS HEADER
8. SIGNAGE: INTERNALLY ILLUMINATED INDIVIDUAL LETTERS. BOX SIGNS NOT ALLOWED, EXCEPT FOR LOGOS.
9. METAL GUARD RAILING WITH WOVEN WIRE MESH
10. ALUMINUM OVERHEAD DOOR
11. STANDING SEAM METAL ROOF, GALVANIZED
12. HOLLOW METAL DOOR AND FRAME, PAINTED TO MATCH ADJACENT EIFS
13. STEEL TRELLIS - PAINTED TO MATCH STUCCO 4

FINISH LEGEND

- CULTURED STONE
- STUCCO 1:
- STUCCO 2: LIGHT BROWN
- STUCCO 3: MEDIUM BROWN
- STUCCO 4: DARK BROWN
- GLAZING:
- ALUMINUM STOREFRONT AND METAL AWNINGS: WHITE
- METAL PANELS - CLEAR ANODIZED ALUMINUM

architecture
interiors
landscape
planning
engineering

Dekker
Perich
Sabatini

7601 Jefferson NE Suite 100
Albuquerque, NM 87109
505 761-9700
fax 761-4222
dps@dpsdesign.org

ARCHITECT

LANDSCAPE

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

EPC SUBMITTAL

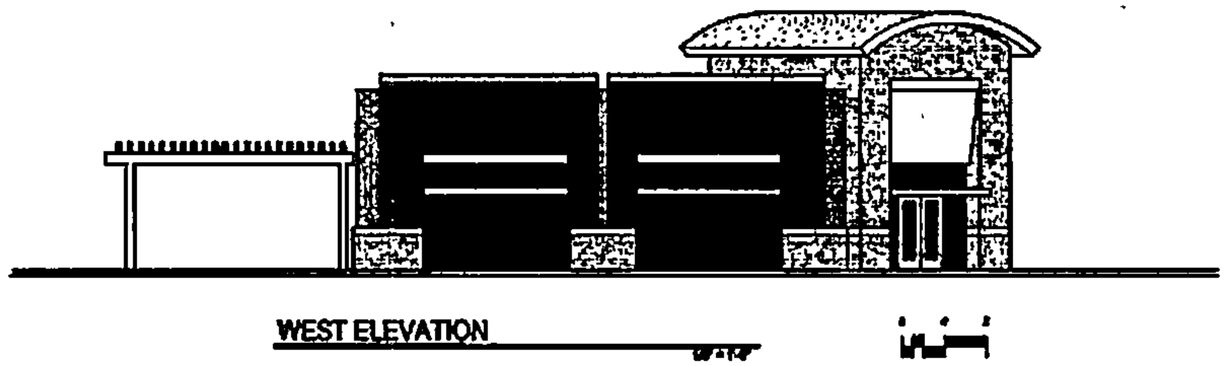
REVISIONS

DRAWN BY	CRG, TGB
REVIEWED BY	CRG
DATE	March 31, 2011
PROJECT NO.	10-0135

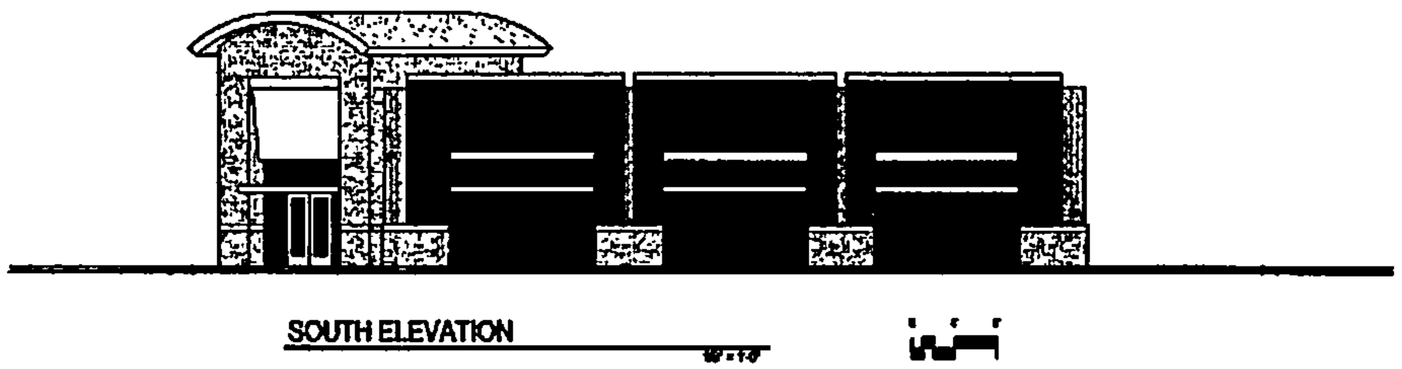
NORTHEAST CORNER MIXED USE ELEVATIONS

SHEET NO.

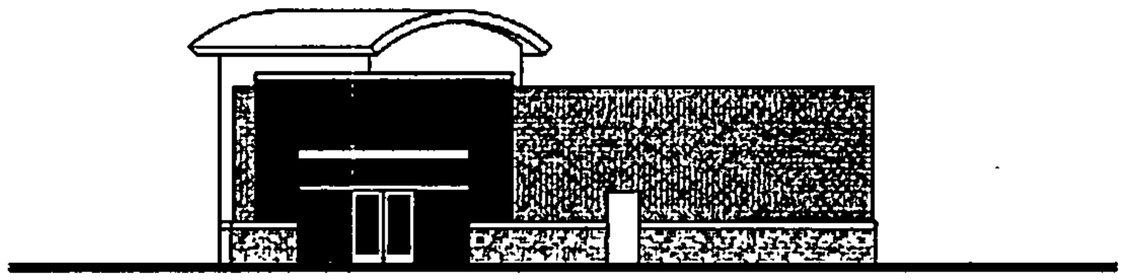
AE-301



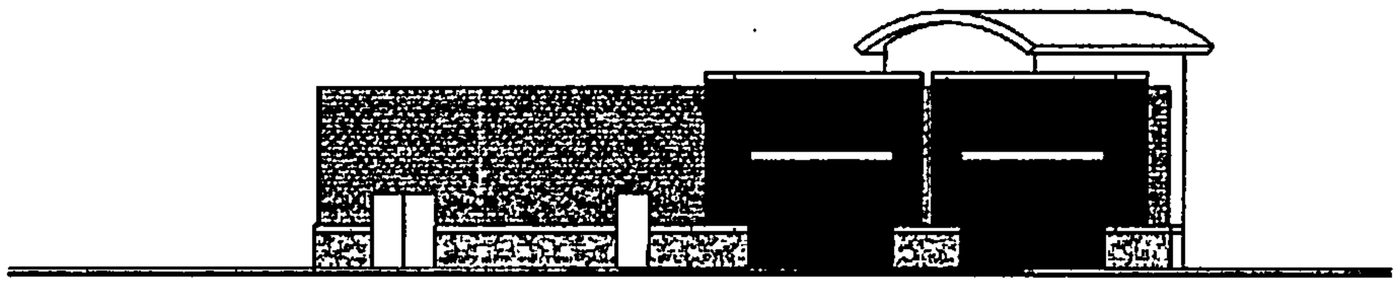
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

GENERAL NOTES

A. GENERAL NOTES

KEYED NOTES

1. CULTURED STONE
2. EXTERIOR INSULATION AND FINISH SYSTEM (STUCCO), SEE FINISH LEGEND FOR COLORS.
3. ALUMINUM STOREFRONT
4. OPERABLE ALUMINUM WINDOWS
5. METAL PANELS
6. METAL AWNING
7. EJFS HEADER
8. SIGNAGE: INTERNALLY ILLUMINATED INDIVIDUAL LETTERS. BOX SIGNS NOT ALLOWED, EXCEPT FOR LOGOS.
9. METAL GUARD RAILING WITH WOVEN WIRE MESH
10. ALUMINUM OVERHEAD DOOR
11. STANDING SEAM METAL ROOF, GALVANIZED
12. HOLLOW METAL DOOR AND FRAME, PAINTED TO MATCH ADJACENT EIFS
13. STEEL TRELLIS - PAINTED TO MATCH STUCCO 4

FINISH LEGEND

- CULTURED STONE
- STUCCO 1:
- STUCCO 2: LIGHT BROWN
- STUCCO 3: MEDIUM BROWN
- STUCCO 4: DARK BROWN
- GLAZING:
- ALUMINUM STOREFRONT AND METAL AWNINGS: WHITE
- METAL PANELS - CLEAR ANODIZED ALUMINUM

architecture
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landscape
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Dekker
Perich
Sabatini

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dps@dpsdesign.com

ARCHITECT

DESIGN

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

EPC SUBMITTAL

REVISIONS
1.
2.
3.
4.

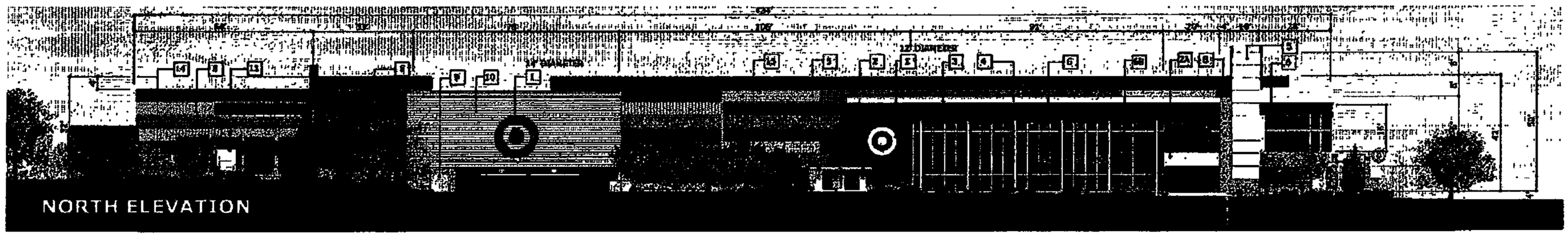
DRAWN BY	CRB, TBB
APPROVED BY	CRD
DATE	March 31, 2011
PROJECT NO.	10-0135

DRAWING TITLE

SOUTHWEST CORNER PAD BUILDING ELEVATIONS

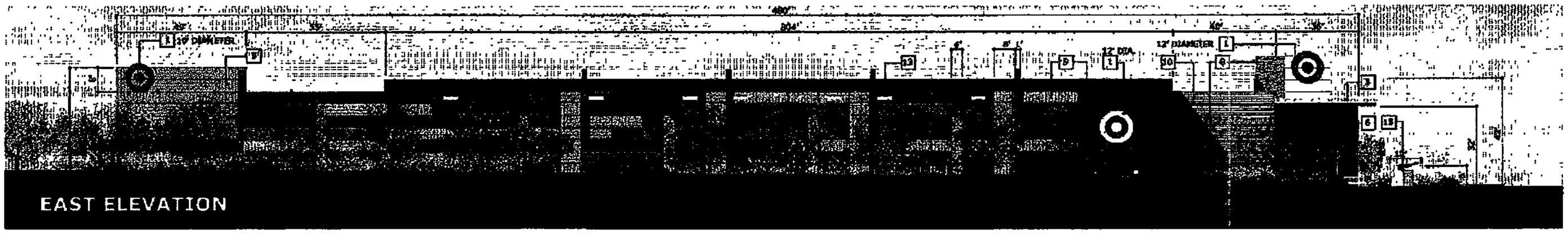
SHEET NO.

AE-302

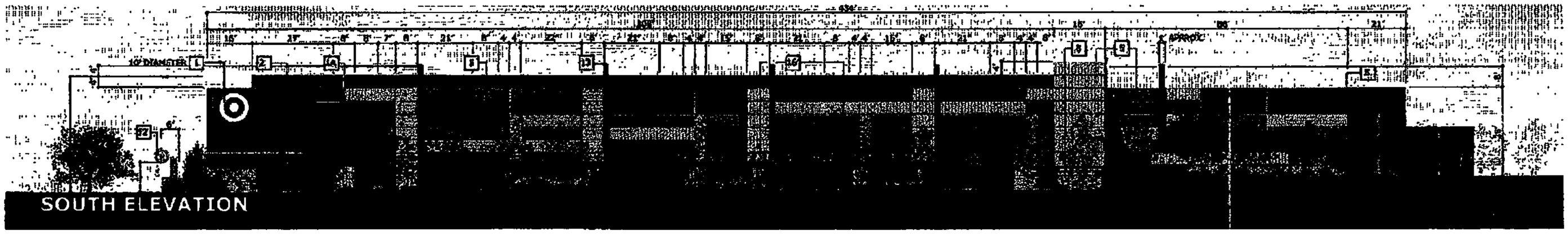


NORTH ELEVATION

WEST ELEVATION



EAST ELEVATION

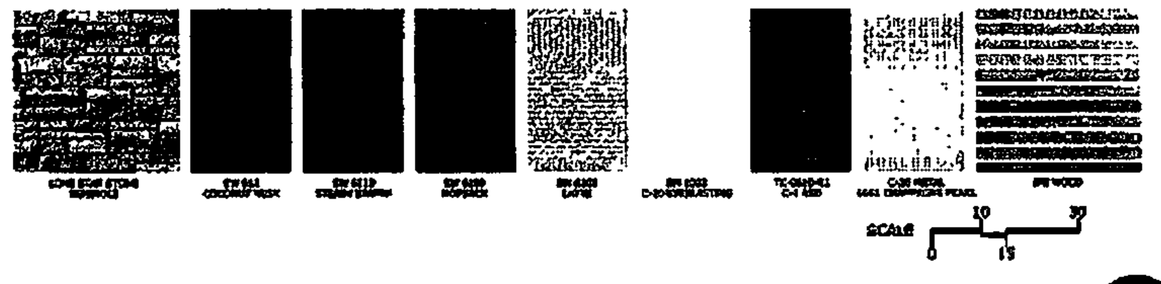


SOUTH ELEVATION

KEY NOTES

3	INTERNALLY ILLUMINATED SIGN	6	GLASS CURTAIN WALL W/ VISION GLASS	11	LOADING DOCK DOORS
3A	INTERNALLY ILLUMINATED ACCENT	6A	VISION GLASS WINDOWS	12	MONUMENT SIGN - INTERNALLY ILLUMINATED
2	SMOOTH METAL PANEL C-1 RED	6B	SPANDREL GLASS	13	EIFS ACCENT "FIN"
2A	SMOOTH METAL PANEL C-20 CHAMPAGNE	7	IPE WOOD SCREEN	14	COMPACTOR CONTAINER
3	METAL CANOPY	8	MANUFACTURED STONE	15	BUS SHELTER
4	METAL COLUMNS C-20 CHAMPAGNE	9	HOLLOW METAL EXIT DOORS	15	TIMBER AND STEEL PERGOLA
5	PRE-CAST CONCRETE WITH CAST REVEALS AND TEXTURED PAINT	10	RIBBED METAL PANEL C-20 CHAMPAGNE		

NOTE: DIMENSIONS ROUNDED TO THE NEAREST FOOT



ALBUQUERQUE UPTOWN, NM

ELEVATIONS TARGET STORE DESIGN

JANUARY 25 2012

EXHIBIT C-2
THEME SUBMITTALS

The constructing Party must make the Theme Submittals to the Declarant in full compliance with the following provisions:

A. All submittals must be made using the form Submittal Letter attached to the Declaration as Exhibit C-3, without any deviation therefrom.

B. All submittals must be delivered on 8 ½" x 11" paper. All text (including on any schedules, elevations or plans) must be in at least eight (8) point font. If requested by the Declarant, the constructing Party must also submit an electronic copy (in .pdf, 8 ½" x 11" format) to an email address provided by the Declarant. The Declarant may request that only an electronic copy be sent.

C. The submittals must include all of the following, all in reasonable detail (the "**Theme Submittals**"):

Location

__ A copy of the Declaration's existing Site Plan ("**Exhibit X**") marked to show the location of the Building(s) for which elevation approval is requested

Elevations and Materials

__ Color elevations of all exposed sides of the Building(s) for which elevation approval is requested

__ Building and architectural feature heights for such Building(s)

__ Materials schedule for all exposed sides of such Building(s) (if materials used differ from those used in the remainder of the Shopping Center, this must be specifically noted and explained)

Site Plan, Signage, and Related Items

__ Any proposed signage for the proposed Occupant (including all Building, monument, and directional/way finding signage, and any pylon sign panels)

__ An engineered site layout plan showing the Building, and the immediate area around such Building, including (i) the parking spaces and the parking ratio (upon completion) for the Parcel upon which the Building(s) will be built, (ii) the Building Area (defined in the Declaration) as depicted on Exhibit X, (iii) the construction staging area (if a business is then operating on the Target Tract), and (iv) Unlimited Area Building Grouping compliance (if applicable)

___ Statement or spreadsheet detailing the construction schedule for the Building

___ The proposed landscaping plan

EXHIBIT C-3
FORM SUBMITTAL LETTER

Declarant: _____
Address: _____
_____
_____

Re: Theme Submittals for _____ Shopping Center
Declaration of Restrictive Covenants and Easements ("Declaration") dated _____ by Target Corporation ("Declarant")
City: Albuquerque, State: New Mexico (T-2813)

The purpose of this letter is to comply with the Theme Submittals provisions of Section 3.3.2 of the Declaration relating to the above-referenced Shopping Center. This letter relates only to approval of the elevation for the Building or Buildings detailed on the attached schedules for Theme purposes, and does not contain or constitute a request for any other approval, nor any waiver or amendment. The Party requesting approval represents to the Declarant that the Theme Submittals described below do not depict any changes to, or violations of, the requirements of the Declaration.

As required by Exhibit C-2 to the Declaration, attached are the following (the "Theme Submittals"):

Schedule 1 A copy of the Declaration's existing Site Plan ("Exhibit X") marked to show the location of the Building(s) for which elevation approval is requested.

Schedule 2 Color elevations of all exposed sides of the Building(s) for which elevation approval is requested (including Building and architectural feature heights), along with a materials schedule for all exposed sides of the Building that specifically notes and explains any variations from materials used in the remainder of the Shopping Center.

Schedule 3 Copies of (i) any proposed signage for the proposed Occupant (including all Building, monument, and directional/way finding signage, and any pylon sign panels), (ii) an engineered site layout plan showing the Building, and the immediate area around such Building, including the parking spaces and the parking ratio (upon completion) for the Parcel upon which the Building(s) will be built, the Building Area (defined in the Declaration) as depicted on Exhibit X, construction staging area (if a business is operating on the Target Tract), and Unlimited Area Building Grouping compliance (if applicable), (iii) a statement or spreadsheet detailing the construction schedule for the Building and (iv) the proposed landscaping plan.

Please indicate the Declarant's approval or disapproval by signing below, and return this letter to me. PURSUANT TO SECTION 6.5.2 OF THE DECLARATION, IF THE DECLARANT DOES NOT RESPOND WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER (AND RECEIPT OF ALL REQUIRED THEME SUBMITTALS), THE ATTACHED ELEVATION WILL BE DEEMED APPROVED AS TO COMPLIANCE WITH THE THEME.

Sincerely,

Requesting Party: _____

By: _____

Its: _____

Elevation Approval/Disapproval

The Declarant hereby:

__ APPROVES the attached elevations as to Theme only

__ APPROVES the attached elevations as to Theme only, with the following conditions:

_____

_____

__ DISAPPROVES the attached elevations because one or more items disclosed in the Theme Submittals do not comply with the following requirements of the Declaration:

__ the attached elevations do not comply with the Theme

__ the following information required to be provided under the Declaration was not provided:

_____

_____

__ other reason(s): _____

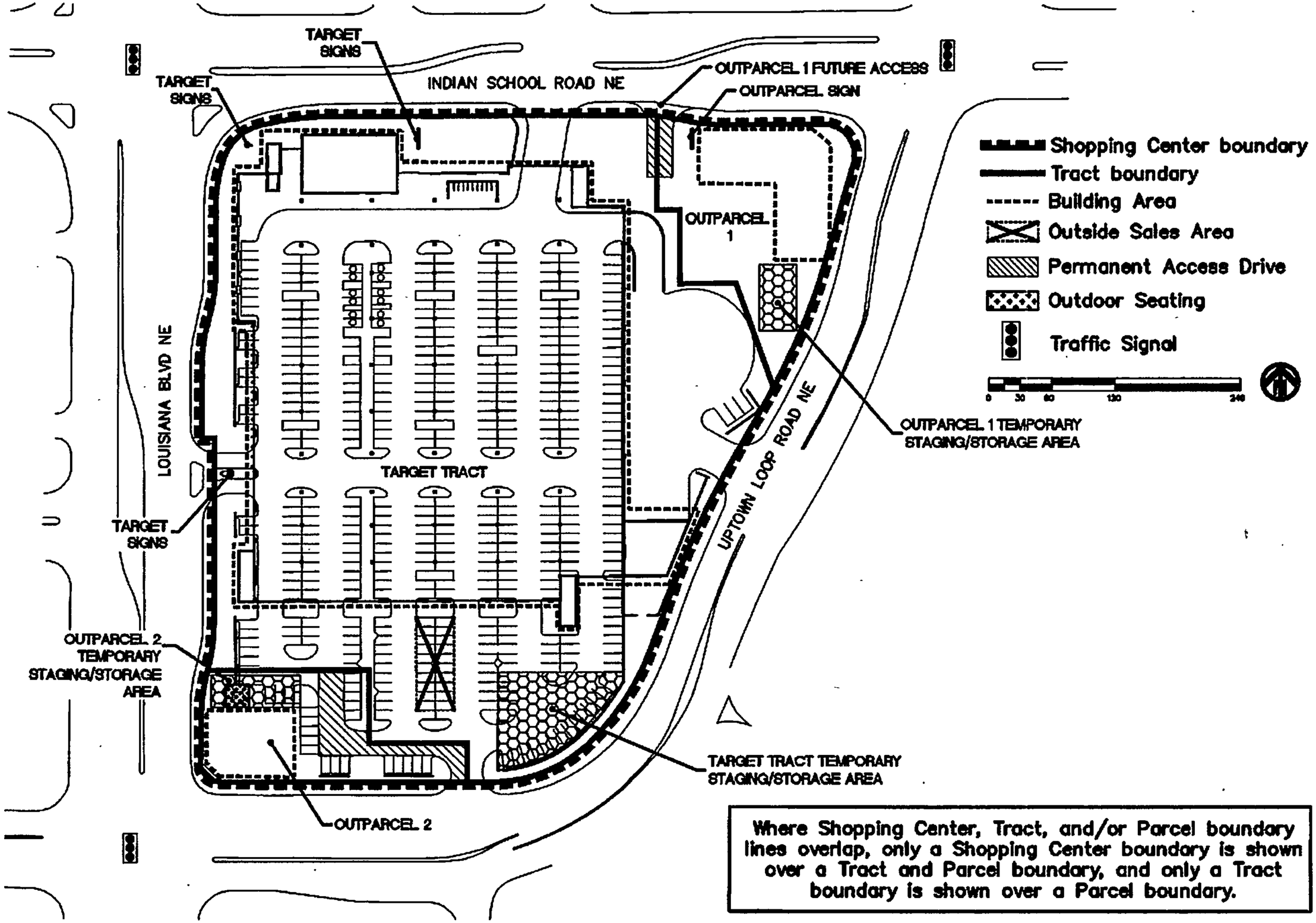
Declarant: _____

_____

Print name: _____

Date: _____

EXHIBIT X
SITE PLAN



Where Shopping Center, Tract, and/or Parcel boundary lines overlap, only a Shopping Center boundary is shown over a Tract and Parcel boundary, and only a Tract boundary is shown over a Parcel boundary.

T-2813 Albuquerque Uptown, NM

K:\0000823.00\DWG\2813SITEX.DWG 4/29/2013 10:15:53 AM

Exhibit X

Site Plan

Complete

Z

DRB CASE ACTION LOG
(Preliminary/Final)

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-70303* Project # *1007316*

Project Name: *Hunt -Spectrum Development Site*

Agent: *Hunt Uptown, II, LLC* Phone No.:

Your request was approved on 11-16-11 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)**: OK 11/9/11, OK

- ☐ **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.**

Complete

DRB CASE ACTION LOG
(Site Plan – Building Permit)

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-70281 Project # 1007316
Project Name: Hunt Spectrum Development Site
Agent: DEKKER, PERICH, SABATINI Phone No.:

Your request was approved on 11-16-11 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)**: - Comply w/ comments
15 day appeal

☑ **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.**

43986

DOCUMENT REQUIRING MAYOR/CAO SIGNATURE

DEPARTMENT: LEGAL

DIVISION: RELV

CONTACT PERSON: ANITA MILLER **PHONE:** 768.4559

PLEASE SELECT:

☐ **MAYOR** RICHARD J. BERRY

☒ **CAO** ROBERT J. PERRY

DOCUMENT TYPE SELECT ONE:

☒ **CONTRACT**

- **CCN#** NA
- **CONTRACT AMOUNT: $** 0

☐ **LETTER TO:** _____

☐ **MEMO TO:** _____

☐ **MOU:** _____

☐ **TRAVEL AUTHORIZATION:**

- **TRAVEL AMOUNT: $** _____

☐ **OTHER:** _____

DESCRIPTION OF DOCUMENT: Maintenance Agreement "Target" agrees to maintain vacant property it is acquiring for a store while it is vacant according to City maintenance standards

IF AMOUNT EXCEEDS $55,000 OR ABOVE COUNCIL APPROVAL IS REQUIRED

Revised 10/31/11 DRB File

RECEIVED
MAYOR'S OFFICE
2011 DEC 30 PM 3:5

Q

MAINTENANCE AGREEMENT

This Maintenance Agreement ("**Agreement**") is entered this the 12th day of December 2011 by and between the CITY OF ALBUQUERQUE, a New Mexico municipal corporation ("**City**") and TARGET CORPORATION, a Minnesota corporation ("**Target**"), who agree as follows:

RECITALS

WHEREAS, Target is currently under contract to acquire that certain vacant and undeveloped real property consisting of approximately 7.3 acres located in the County of Bernalillo, State of New Mexico as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**");

WHEREAS, the City requires that Target, while the Property remains vacant, be maintained in accordance with certain Maintenance Standards as defined below in this Agreement; and

WHEREAS, Target, at its cost and expense, has agreed to maintain the Property, while vacant, in accordance with the Maintenance Standards.

AGREEMENT

NOW THEREFORE, City and Target agree as follows:

1) For so long as the Property remains vacant (i.e. no business is operating on the Property), Target will, at its cost and expense, maintain the Property in accordance with the following maintenance standards (collectively, "**Maintenance Standards**"):

i) Any landscaping on the Property will be watered, pruned and weeded;

ii) Any parking areas on the Property will be kept substantially free of dirt and litter;

iii) The building façades of any buildings on the Property will be kept in good repair (i.e., replacing cracked windows and removing any graffiti); and

iv) Any outdoor security lighting and irrigation systems on the Property will be kept in good working order.

2) If the City determines, in good faith exercising commercially reasonable judgment that Target is not maintaining the Property in accordance with the Maintenance Standards, the City will send written notice of such breach to Target and Target will have thirty (30) days following receipt of City's written notice to cure the breach. All notices, demands and requests (collectively, the "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party intended, (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid, or (iv) sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party intended. The initial addresses of the Parties shall be:

Target: Target Corporation
Target Property Development
Attn: Real Estate Portfolio Management
1000 Nicollet Mall, TPN 12H
Minneapolis, Minnesota 55403

3) At such time as a certificate of occupancy is issued for any building on the Property, this Agreement will automatically terminate and be of no further force and effect.

Signed by City and Target effective as of the date set forth above.

CITY:

CITY OF ALBUQUERQUE

By: _____
Name: Gilbert Montoro
Title: Deputy CAO

TARGET:

TARGET CORPORATION, a Minnesota Corporation

By: _____
Name: Dietrich Haar
Title: Director Real Estate
Target Corporation

EXHIBIT A

Legal Description of the Property

Tract lettered "A" of the HUNT-SPECTRUM DEVELOPMENT SITE, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on August 2, 2004 in Map Book 2004C, Page 226.

Dekker/Perich/Sabatini
architecture interiors landscape planning engineering

October 28, 2011

Mr. Jack Cloud
Chairman, Development Review Board
City of Albuquerque Planning Department
600 2nd St. NW
Albuquerque, NM 87103

Re: Target at Uptown
DRB Comments to the Site Development Plans for Building Permit & Subdivision
Legal Description: Tract A of Hunt – Spectrum Development Site
City Planning Project # ~~1007310~~ 1007316

Dear Mr. Cloud:

The following are the Development Review Board Comments and our responses to each.

City of Albuquerque
Planning Department
Hydrology Development Section
Development Review Board Memo

DRB Project No: 1007316 Agenda Item No: 4

Subject: Site Plan for Building Permit

Engineering comments:

1. The applicant's response to Planning comments, dated 8-30-11, submitted with this application does not include comments made at the 9-27-11 meeting when a phased approach was presented.
2. Hydrology has discussed comments on the Grading Plan with the Engineer.
3. Hydrology has comments on the Infrastructure List.

Curtis Cherne
Hydrology Section
City Engineer Designee
AMAFCA Designee
924-3986
10/19/11

Resolution:

1. Comments/Responses from the URT meeting on 9/27/11 have been included with this letter
2. Grading Plan has been revised per comments. Reference Civil Grading Plan
3. The Infrastructure List was revised to remove the "new storm drain connection"

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87109
505.761.9700
fax 761.4222
www.dpsdesign.org

City of Albuquerque
Planning Department
Development and Building Services
Transportation Section
Development Review Board Memo

DRB Project No: 1007316 Agenda Item No: 4

Subject: Site Plan for Building Permit

Engineering comments:

1. Remove keyed note 39 (proposed traffic signal) from the plan.
2. The pedestrian refuge areas shown on Indian School Road must be included on the infrastructure list.
3. All public sidewalk located outside of City right of way must be located within a public sidewalk easement.
4. Label the compact parking spaces by placing the words "compact" on the pavement of each space.
5. The ADA access aisles cannot be part of the end islands (see Section 502.3.2 of Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines, United States Access Board, Jul23, 2004).
6. The proposed parking stalls at the loading dock do not appear to be standard parking stalls; please revise the keyed note.
7. Please clarify the ADA pathway from the ADA parking stalls to the building for Buildings 2 and 3. Will ramps be required?
8. Define radii for all curbed islands. Are these islands typical?
9. The ADA parking for Building 3 must have an eight-foot wide aisle.

Kristal D Metro
Transportation Development
924-3991
10/19/11

Resolution:

1. Proposed traffic signal at Indian School Road and Q Street has been removed
2. The pedestrian refuge areas shown on Indian School Road have been included on the infrastructure list
3. Public Sidewalk Easements (P.S.E.) have been added to the plans. Reference Civil Dimension Control Plan
4. The compact parking spaces have been shown with the words "compact" on the pavement of each space, reference the Furnishings Legend
5. The ADA access aisle has been moved out of the end island
6. The 10' x 20' parking stalls near the loading dock are for van deliveries. The keyed note has been revised
7. Ramps from the access aisles have been indicated
8. Typical radii condition is 15' with larger radii designated
9. ADA parking for Building 3 has had an eight-foot wide access aisle added

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City of Albuquerque
Planning Department
October 19, 2011
DRB Comments

Agenda Item No: 4
DRB Project No: 1007316
Application No: 11-70284

RE: Tract A, Hunt-Spectrum Development Site

1. The proposed berm in the northeast corner needs to be setback from the intersection of Indian School Road and Uptown Loop Road, to the location of the footprint for future Building 2.
2. The proposed circulation plans for pedestrians and vehicles do not appear to demonstrate suitable interconnectivity with one of the major, other sites of the Uptown Area, Winrock Center (Ch. V.H. 11). There is a full intersection being accommodated at approximately the midpoint of the uptown Loop Road between Louisiana Boulevard and Indian School Road. This is an ideal location to provide for easy access to the other site (Ch. VI.A), yet the proposed plan does not show any internal pedestrian connections and very limited vehicular access (only future Building 2 and service dock for Building 1). The Uptown Sector Plan also notes that parking structures should be located in such a manner to reduce vehicle miles traveled (Ch. VI.C); the proposed parking structure orientation appears instead to increase vehicle miles traveled by not utilizing the full intersection at the midpoint of the Uptown Loop Road.
3. Conversely, the site plan indicating the proposed traffic signal on Indian School Road (keyed note 39) but this has not been approved and the note needs to be removed from the plan.
4. There is a letter in the file that refers to an "…INTERCHANGE AND ROAD IMPROVEMENTS AGREEMENT" however it is the interpretation of the Planning Department that the referenced document is only applicable to the noted 'New Street A' which is south of the Uptown Loop Road, and is not a part of/or affected by this proposed site plan.
5. The pedestrian linkage in the parking lot on the south of Building 1 needs to be in the 3rd row and connect to the sidewalk near the vehicular entry (Ch. V.J.18.e).
6. It appears that additional right of way or public sidewalk easements are needed for much of the perimeter of the site; please clarify the location of the property line and public sidewalks.
7. Target elevations need to be dimensioned (refer to checklist). There is one area each on both the north elevation (between the parking entrance and the store entrance) and west elevation (between the office windows and the extended southwest corner) that present unbroken lengths greater than 25 feet in need of additional articulation.
8. The 'ARTICULATION' Sheet 22 still indicates a need for more elements as well as a greater scale and contrast of articulation for this size of building, particularly for the east and south. An example would be stone pilasters (both "MINOR" and "MAJOR") plus additional scupper openings and/or varying parapet heights on the east elevation with an additional horizontal element (such as a projecting overhang or trellis feature). The ABQ Uptown development and ABQ Village on the north side of Indian School Road demonstrate these features with strong color contrasts and 2-3 foot relief in addition to glazing and storefronts. There is also an example of how even a 3 foot offset with similar building color can be practically unnoticeable (Trader Joe's screen wall).
9. The south elevation does not even indicate a "MINOR" pilaster; the Change of Color at Reveal Joint and portions of open Pergola do little to break up three 52 foot and one 40 foot wall sections (which are all 42 foot height). The south elevation of the Stock Room is 80

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feet long, so rather than having the screen wall match the building it should incorporate additional elements as suggested for the east elevation.

Jack Cloud
DRB Chairman
924-3880/ jcloud@cabq.gov
10/19/11

Resolution:

1. The berm in the northeast corner of the site has been moved away from the intersection.
2. The project site circulation design is based on the existing conditions, including vehicular and pedestrian traffic and existing grades along the public rights of way. Vehicular access is provided to the customer parking area on the north, west and south sides from the public ROW, and delivery access is provided from the east side (Uptown Loop), the least busy of the surrounding streets. Separation of customer and delivery traffic is intentional and is a Target standard for safety reasons. The delivery access point is best suited away from the Louisiana and Indian School sides since these are where both vehicular and pedestrian traffic is heaviest. Its location also capitalizes on the higher existing grade along Uptown Loop's east side, allowing direct access from the delivery area at the upper retail level. Pedestrian traffic along the south and east sides of the site is directed to the public sidewalks at the perimeter, and pedestrian connection to future development at Winrock is intended to occur in crosswalks at the aligned driveways between the two developments, should a traffic signal be placed there. This approach keeps pedestrians out of the delivery area in the interest of safety. Parking level access is provided on three sides of the development, and access to Winrock is easily accomplished via an easy right turn onto east-bound Indian School, avoiding the Louisiana intersection. From east-bound Indian School, Winrock can be accessed either from Uptown Loop with a left turn at the future full intersection, or with right turns into the three available driveways.
3. The proposed traffic signal on Indian School Road (keyed note 39) has been removed from the plan
4. Agree
5. The location of the north/south pedestrian connector is based on Target's desire to provide a protected path from the parking area directly to the main entrance of the store. Although it is off center by one parking row from what is specifically required in the USDP, it does align with the store entrance, providing a more direct connection. This issue was reviewed with the URT, and it was determined that the required pedestrian path was being provided relative to the number parking rows (six parking rows = one pedestrian path), and also that providing an efficient flow for pedestrians was more important than a literal interpretation of the USDP requirements.
6. Public Sidewalk Easements (P.S.E.) have been added to the plans. Reference Civil Dimension Control Plan.
7. The dimensions were inadvertently "turned-off" on the submitted elevations. This has been corrected on the revised drawings submitted on 10/28/2011. Regarding the number and placement of articulations, the USDP states the following: "V.2.b. Articulation shall be required along no less than 50% of the unbroken length of a Building Façade and shall be distributed to avoid creating a blank wall greater than 25 feet in length." The areas mentioned in this comment fall between major articulation elements that occupy in excess of 50% of each façade (main entry, parking level entry, office windows, and extended southwest corner). The less articulated sections in between provide a counter-point to these elements, and are important in

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providing visual interest to the overall façades. In both areas, openings at ground level are provided to enhance the pedestrian visual experience.

8. On the south and east facades, additional articulation elements have been added in the form of alternating stone and stucco pilasters, accentuated with metal "fins" in a brightly contrasting color (red). These elements are spaced at 25' where they occur, and occupy in excess of 50% of each facade. All of the articulation elements mentioned protrude from the main façade by at least two feet.
9. See response to comment number 8 above for a description of added articulation elements. The added elements occupy in excess of 50% of the south façade.

If you have any questions or need clarification of anything contained herein, please contact Jim Dobbie of Hunt Uptown II, Sheri Tollefson, or myself.

Sincerely,

Dekker/Perich/Sabatini
Agent for Hunt Uptown II, LLC

Christopher R. Gunning, AIA, LEED AP BD+C
Principal

Attachment: URT Comments and Responses
Revised Infrastructure List

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Current DRC
Project Number:_____

Figure 12

Date Submitted: _____
Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DRB Project No.: 1007316
DRB Application No.: _____

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

TARGET @ ABQ UPTOWN

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT A - HUNT SPECTRUM DEVELOPMENT SITE

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst. Engineer
			Water						
		8"	New Water Line w/ Encasement - 105 L.F.	Indian School Rd. NE	ABQ Uptown	Tract A-1	/	/	/
		8"	New Water Line w/ Appertenances - 17 L.F.	Indian School Rd. NE	ABQ Uptown	Tract A-1	/	/	/
		8"	New Water Line w/ Appertenances - 76 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
		2"	New Water Service Line (Domestic) w/ Meter - 61 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
			Storm Sewer						
		24"	New Storm Drain	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
							/	/	/
			Paving						
		12' Width	New Concrete Deceleration & Right Turn Lane	Louisiana Blvd. NE			/	/	/
		88 Sq. Ft.	Pedestrian Refuge Area	Indian School Rd. NE	Q Street	Tract A-1	/	/	/

NOTES

1 _____

_____

2 _____

_____

3 _____

_____

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Daniel B. Stewart, P.E.
NAME (print)

Lawrence A. Cates & Assoc., LLP
FIRM

Daniel Stewart 10/25/11
SIGNATURE - date

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

_____
DRB CHAIR - date

_____
TRANSPORATION DEVELOPMENT - date

_____
UTILITY DEVELOPMENT - date

_____
CITY ENGINEER - date

_____
PARKS & GENERAL SERVICES - date

_____
AMAFCA - date

_____
_____ - date

_____
_____ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT

Applicant responses added below each comment

Chris Gunning
Dekker/Perich/Sabatini
7601 Jefferson NE, Suite 100
Albuquerque, NM 87109

August 30, 2011

RE: Target @ Uptown Site Plan Submittal – PA#11-095, Project #1002337

Dear Mr. Gunning,

Per the Uptown Sector Development Plan (USDP), you are required to submit a site development plan for review by the Uptown Review Team (URT). I have compiled the following comments from the URT and submit them herewith:

Current Planning Division

The submitted site plan generally complies with the 2008 Uptown Sector Development Plan (USDP) except for the following:

SITE PLAN

1. Regarding Phasing: If the timing of development is different for each lot, the Target parcel should be labeled as Phase I; Lot 2 and Lot 3 are Phase II and Phase III. Also, if Lot 2 and 3 are to be developed in the future, what is the immediate intention for these lots? If they are for future phases, will they be landscaped, paved, etc., now?

   The project will be phased. Additional text has been added to the site and landscape plans indicating the order of phasing. New drawings have been added: Sheets 02, 07 and 08. Each indicates an interim condition of future phases which includes native seeding, landscaping, and grading to provide additional screening. Signature block on sheet 02 has been removed.

2. Identification of Keyed Notes 38. and 39. needs to be made.

   Keyed notes 38 & 39 have been added to Site Development Plan, Sheets 01 and 02.

Pedestrian Plaza

1. Dimensions and square footage needs to be provided. Also, what is the surface of the plaza?

   Dimensions have been added to the Enlarged Plaza Plan, Sheet 04. An enlarged plaza plan has been added to Landscaping Plan, Sheet 07 indicating the square footages. The surface of the plaza is concrete with colored concrete accents.

2. It is unclear if the pedestrian plaza has a minimum of 40% landscaped area – this calculation must be shown on the site plan and a detail provided on the detail sheet. (Chapter V., E. Pedestrian Plazas and Playgrounds, 6. – page 63)

   The calculation requested has been included as a diagram on Sheet 07. Verification was made that calculations were based on lot area, not net area.

3. There is no pedestrian scale lighting shown and identified in the plaza. The detail of the lighting shown on the detail sheet needs to be broken out – 16' lights for the pedestrian scale lighting and 20' lights for the area lighting. (Chapter V., E. Pedestrian Plazas and Playgrounds, 8. – page 63)

   Pedestrian scale lighting has been shown on the Enlarged Plaza Plans, Sheet 04 and 07. Lighting details have been provided on Site Details, Sheet 03.

4. Show detail of the up-lighting used for the trees on the plaza on detail sheet. The wattage of these fixtures cannot exceed 75-watts unless shielded. (New Mexico Night Sky Ordinance)

   An up-lighting detail has been added to Site Details, Sheet 03, with a note indicating required compliance with the NMNSO.

5. State how many seats will be provided on the plaza and make a note on the site plan.

   (5) 6' long benches have been included on the Enlarged Plaza Plan, Sheet 07.

6. It is unclear of the grade change for the motorcycle parking - is the parking area considered part of the plaza? Is the surface of the parking area different than that of the parking garage/lot?

   Grades at the motorcycle area have been clarified on Grading Plan, Sheet 10. The motorcycle parking area is not considered part of the plaza. The surface will have scored joints with a different colored concrete than the parking garage surface.

7. There are no trash receptacles shown and identified in the plaza – this must be addressed.. (Chapter V., E. Pedestrian Plazas and Playgrounds, 9. – page 63)

   Trash receptacles have been shown on the enlarged plaza plan, Sheet 07. Legends have been updated with symbols.

8. Decorative paving pattern bordering the plaza is not shown. This shall be shown on the detail sheet. (Chapter V., E. Pedestrian Plazas and Playgrounds, 12. – page 64)

   The decorative paving patterns are shown on Site Details, Sheet 04.

9. There should be a note explaining what amenities are being provided in the plaza area. (Chapter V., E. Pedestrian Plazas and Playgrounds, 13. – page 64)

   A note has been added to the Enlarged Plaza Plan, Sheet 07. Amenities include bicycle racks located under the building for protection from the elements and flower gardens.

Walkways

1. Detail must be shown of the perimeter walkway including the 6" brick (or other decorative material) on the detail sheet. (Chapter V., H. Walkways, 3. – page 70)

   A detail indicating the decorative border has been added to Site Details, Sheet 04.

2. What pedestrian amenities that serve humans and animals are being provided along the walkways? (Chapter V., H. Walkways, 5. – page 70)

   A note describing pedestrian amenities has been added to Site Development Plan, Sheets 01 and 02. Amenities indicated are pedestrian scaled lighting, benches and trash receptacles.

3. Walkways in parking lots must be constructed of decorative paving patterns and must have a six-inch decorative border – please show detail on detail sheet. (Chapter V., H. Walkways, 6. – page 71)

   A decorative paving pattern detail indicating a decorative border has been added to Site Details, Sheet 04.

4. All site plans shall demonstrate walkway interconnectivity to other sites in the Uptown area. All walkways must connect to other walkways within the site and to public ROWs abutting the site. (Chapter V., H. Walkways, 11. – page 71) Maintenance of pedestrian crosswalks across driveways and within the parking area shall be stated on the site plan.

   A pedestrian connectivity plan and a note stating that Target will maintain pedestrian crosswalks at driveways within the parking area have been added to Site Development Plan, Sheets 01 and 02.

Parking

1. It is unclear if there are wheel stops for all parking places. Further, the parking lot spaces adjacent to the handicap spaces may be 16' in length only if there is a wheel stop to prevent vehicles from extending over any walkway. Depth of these parking stalls needs to be 18'. (Chapter V., J. Parking, 13. – page 74)

   The raised pedestrian walkway acts as a wheel stop for the spaces adjacent to the handicap spaces which allows for 16' in length as shown on Site Development Plan, Sheets 01 and 02.

2. Shopping Cart corrals need to be shown on the site plan and the utilized parking spaces should be subtracted from the provided parking calculations. (Chapter V., J. Parking, 16. – page 74)

   Shopping cart corrals have been added and parking calculations have been updated on Site Development Plan, Sheets 01 and 02.

3. Even though the Target store is designated as a parking structure, and thus, the parking lot requirements do not apply to the area covered by the building, a parking lot still exists abutting the southern edge. There are no pedestrian linkages (other than the main walkway) to each of the parking sub areas. The walkway shown is not in compliance with the USDP as it is not located in accordance to the required every third row of parking., greater pedestrian linkages within the parking field should be considered. (Chapter V, J. Parking, 18. – page 74)

   A second pedestrian link has been added to parking field on Site Development Plan, Sheets 01 and 02.

4. The site plan needs to show/state that CPTED principles to deter crime and facilitate security measures are being followed. (Chapter V., J. Parking, 19. g. – page 75)

   Additional notes have been added to Site Development Plan, Sheets 01 and 02 stating how CPTED principles have been incorporated into the site and parking level design.

5. Transit stop locations shall be shown – 350-square feet. (Chapter V, J. Parking, 18. h. – page 75)

   Transit stops and their required sizes have been added to the Site Development Plan, Sheets 01 and 02 and modified to indicate the easements required.

LANDSCAPING PLAN

Open Space

1. The USDP open space requirement is 10% of the site and 40% of the open space must be landscaped. The Hunt/Spectrum Development Site is a total of 7.4666-acres – this translates to 325,245-square feet in total area. The required open space area at 10% of the site is 32,524-square feet and 40% of that needs to be landscaped – 13,009-square feet. The Landscape Plan shows a required landscaped area of 11,167-square feet. This discrepancy needs to be addressed. [Phase I is 270,406-square feet * 10% = 27,041-square feet landscape requirement, not 11,167-square feet. Phase II is 34,324-square feet * 10% = 3,432-square feet (compliant) and Phase III is 19,916-square feet * 10% = 1,912-square feet (compliant). As per USDP, each phase must meet this 10% open space requirement at time of development; Phase I is deficient. (Chapter V., D. Open Space, 2. – page 60)]

   The open space and landscape design meets the requirements of the USDP and calculations are shown for each phase of the project on Landscaping Plan Phase I, Sheet 08 and Landscaping Plan Phase II, Sheet 05.

2. The USDP specifies that a minimum of 15% of all developed open space must be shaded with landscaping including trees or shade structures. This needs to be noted on the Landscaping Plan and shown where the shade is provided. (Chapter V. D. Open Space, 7. – page 60)

   Shaded areas have been shown with a separate diagram on Landscape Plan, Sheet 05. A note regarding the minimum 15% requirement has been added.

3. The use of gravel, rocks or crusher fines as ground cover is limited to a maximum of 5% of open space including gravel that is used in landscape areas/planting strips. The Landscaping Plan shows 17% Rock Mulch as ground covering. (Chapter V., D. Open Space, 13. – page 61)

   Landscape Plans have been revised to be in compliance with the USDP requirements.

4. It is unclear if the required open space calculations are including the Planting Strips and planters that are required for Street Trees or for walkways. (Chapter V. D. Open Space, 15. – page 62)

   Required open space calculations do not include planting strips and planters that are required for street trees or walkways, although area calculations for these spaces are indicated on Landscape Plan, Sheets 05 and 07.

5. Open space amenities must be provided in "Developed Open Space areas" – it is not clear where these amenities are located. (Chapter V. D. Open Space, 17. – page 62)

   Benches and bike racks have been provided in the open space areas and are indicated on Site Development Plan, Sheets 01 and 02.

6. Correct note B. of Landscape Notes.

   Landscape Note B has been corrected by adding that each tree shall have a minimum planting space of 36 square feet.

7. Landscape Note F. states that Mulch consists of gravel, bark and pecan shell … Please note that no more than 5% of each open space area will have no more than 5% rock and must follow F. Landscape, 15. a.

   The amount of gravel mulch used will comply with the USDP requirements.

8. Landscape Note G. is not appropriate as a note. Did you provide the correct number of appropriate mix of trees? This needs to be provided in a table as well on the Landscape Plan in column form – a matrix of signature, deciduous and conifer vs. number and type.

   The tree mix quantities have been added to the landscape calculations on Sheets 05 and 07.

9. The note for water harvesting use on the Landscape Plan (note L.) is vague. Detail of typical water harvesting facilities should be shown on the detail sheet. Note of where the swales are located should be noted on the landscaping plan. Will there be water harvesting techniques used in the parking lot islands? If so, this should be shown on the site plan/landscaping plan as well. (Chapter V., F. Landscape, 8. – page 65)

   Water harvesting areas are now indicated on Drainage Plan, Sheet 12. A detail of a typical water harvesting area and to the landscape notes, note S are included on Landscape Plan, Sheets 05 and 07. At the 6' wide planting strips, a slight depression will be created and noted on the Drainage Plan, Sheet 12.

Trees

1. The planting distance requirement needs to be adhered to with the planting of the signature trees. It is unclear what distance signature trees are planted. (USDP, App. A)

   We will comply with the intent of this regulation. However, the spacing requirements for signature trees, which are required to be 6' from sidewalks/streets/parking are so limiting in tight, urban conditions as to relegate their use to large inaccessible landscape areas. The regulations assume that these trees (which come in a variety of different habits, mature sizes, installation sizes and conditions) cannot be used in more narrow planting areas because they will obstruct movement and represent a hazard. We propose that signature trees be allowed up to 4' from sidewalks and paving, and suggest that the regulation also address vertical clearance rather than just width of planting area. If the regulations were similar to requirements for street trees for clearance from the flow line of the street and/or sidewalk upon installation and throughout the life of the tree, it would increase the ability to use these trees along streets, in raised planters, in plazas and as accents and screens for parking lots.

2. All trees are to be planted in tree wells. It is unclear from the Landscape Plan whether some of the trees are in pots. Please clarify. (Chapter V., G. Trees, 7. – page 67)

Trees are shown in tree wells. However, raised planters are shown at Lot 2 to meet seating requirements, see detail A2, Sheet 07.

3. The Landscape Plan does not show any plantings at the end-cap of the pedestrian path through the parking lot at the southern edge of the building. This should be corrected as per the USDP. (Chapter V., G. Trees, 14. – page 69)

   Plantings have been added to the end-cap.

Landscape & Landscape Plan

1. A statement needs to be included in the submittal packet describing how the proposed landscaping meets all the landscape requirements of the USDP. (Chapter V., K. Landscape Plan, 2. – page 76)

   A statement has been added to Landscape Plans, Sheets 05 and 07.

2. The Landscape Plan shall also show the topography in the form of finished contour lines – especially where water harvesting is proposed. (Chapter V., K. Landscape Plan, 2. – page 77)

   Topography has been added to Landscape Plan, Sheet 07 and 08. A berm was added in the NE corner of the site as a Phase 1 interim screening device for the Loading Dock area. A request was made to insure that any slopes to the corners of the site be designed to prevent sediment from running into the street. The berm will be seeded with natural vegetation and the slope will be softened on the street side to reduce runoff velocity.

3. The square footage for each separate area of landscaping and a total calculation shall be shown. Also, a total number (and the percentages) of trees (signature, deciduous and conifer), flowers and shrubs (including height and spread) must be shown as well. (Chapter V., K. Landscape Plan, 7. – page 77)

   Square footage area amounts are noted next to each landscape area. Tree information including quantities and mix of signature, shade and evergreen trees has been noted on the plans. The total number and composition of shrubs is not indicated on the plan, due to the schematic nature of the entitlement plans. However, mature sizes for shrubs, grasses and accent plants are indicated on the plans and notes have been included related to compliance with landscape requirements, including those related to vegetative coverage.

4. The Landscape Plan lists trees that are not included on the "Tree List" of the USDP Appendix A – specifically, the Oklahoma Redbud, the Rio Grande Valley Cottonwood, Texas Red Oak and Hillspire Juniper. Please explain the use of these types of trees and make changes as appropriate.

   Oklahoma Redbud has been changed to Western Redbud, and Hillspire Juniper to Spartan Juniper.

   We request permission to use Texas Red Oak and Rio Grande Valley Cottonwood since both were used successfully on the ABQ Uptown project and their use on this block would provide landscape continuity between the two developments. Texas Red Oak is used as a street tree at ABQ Uptown and on this project, is particularly tolerant of alkaline soils, is both heat and drought tolerant, and has noteworthy red fall color. The use of three Rio Grande Valley Cottonwoods in the water harvesting area near the north parking entrance, relates directly to the cottonwoods that surround the big Q tower at the

other end of Q Street, and they are well suited for use in a drainage area. Their scale is also an asset in this area, providing contrast and diversity along the street elevation.

5. A landscape bed on the north side of the site (4,462-square feet) shows rock mulch. The USDP limits use of rock in each landscape area to 5%. (Chapter V., F. Landscape, 10. – page 65)

   Rock mulch will be used in this water harvesting/detention area. The total amount of rock mulch on the site will not exceed the 5% maximum ground coverage amount.

6. Explain what "Organic Mulch" consists of. (Chapter V., F. Landscape, 9. – page 65)

   Organic mulch information has been added to the plans, Sheets 07 and 07.

7. A note needs to be added to the landscape plan explaining that 75% and 60% or 75% of planting strips must be covered with living, vegetative materials. (Chapter V., F. Landscape Plan, 2. b. – page 76)

   A vegetative planting note has been added to the plans, Sheets 05 and 07.

8. It is unclear if the 10% minimum requirement of all landscape areas will have flowering plants and shrubs. (Chapter V., F. Landscape Plan, 2. c. – page 76)

   A note has been added to the plans indicating that the design will comply with this requirement. See also the response to Landscape & Landscape Plan, Section 3.

9. All the planting boxes and/or planting pots must be dimensioned if used as part of the landscaping requirement. (Chapter V., F. Landscape, 15. – page 66)

   All planting areas and planters have been dimensioned. Pots are not indicated on the plans.

10. All walkways are to be ten-feet wide. Planting strips are to be a minimum of 6-feet wide. It is not clear what the dimensions are. (Chapter V., F. Landscape, 16. – page 66)

    Dimensions for the 10' walkways and 6' planting strips are included on the Site Development Plan, Sheets 01 and 02.

DETAIL SHEET

1. Detail needs to be provided for screen elements of the trash receptacles, mechanical equipment, loading docks and the public utility structures. (Chapter V. B. Screening, 1. – page 59)

   Details have been added to Site Details, Sheets 03 and 04. Notes added to the Site Development Plan, Sheets 01 and 02 indicating the method of screening for the elements listed above. Screening has been requested and added at the Van Delivery parking spaces. Cast in place concrete walls, 4'-6" tall will provide headlight and loading dock screening, see Site Development Plans, Sheets 01 and 02. Details for all headlight screen walls are on Site Details, Sheet 04. Details for tilt-up walls screening the Loading Dock and the Service Yard have been added to Site Details, Sheet 04. Additional Loading Dock screening was requested and added to the Landscape Plan, Sheets 07 and 08 by increasing the number of coniferous trees at the truck turn-around.

2. Detail shall be provided on detail sheet regarding pedestrian crossing across parking structure entrances.

   A detail of the pedestrian crossing has been added to Site Details, Sheet 04.

3. The site plan does not show a refuse bin for the Target – is all trash fed through the compactor or just the recyclables?

   All Target non-recyclable refuse will be contained in the compactor. Recyclables will be self contained inside the building.

4. There is not detail of the retaining walls on the east side of the site. Will the dock be screened? (Chapter V. B. Screening, 2. – page 59)

   The Service Dock area will be screened with a 16' high wall, construction to match the building for an integrated look. An elevation of the screen wall on the east side of the building has been indicated on Target Elevations, Sheet 17.

5. Detail needs to be shown for the metal awnings above the doors on corner buildings of Lots 2 and 3.

   A detail of the metal awnings has been added to Lot 2 Mixed Use Elevations, Sheet 15 and Lot 3 Pad Elevations, Sheet 16.

6. Details need to be shown for all elements that are discussed above; including pedestrian plaza, pedestrian lighting, tree wells and up-lighting, motorcycle parking, decorative paving patterns, decorative walkways through parking lots.

   All details for the elements listed have been added to Site Details, Sheets 03 and 04.

ELEVATIONS

The Planning Department has concerns regarding the design of the building and its effect on pedestrian activity. The intent of the design regulations is "to create a unique, quality environment that unifies the Uptown Area for the enjoyment of everyone" (Chapter III, B. Design). Unity is achieved through "quality buildings that are attractive on all visible sides and welcoming to visitors and residents" (III.B.2). A second intent of the USDP is to make the Uptown Area a safe and enjoyable place to walk with a focus on creating a very special experience for pedestrians (III.D. Pedestrians). The Building Design Regulations beginning on page 57 of the USDP were written with these goals in mind. Staff finds that the Target building does not achieve the stated intent of the USDP and does not comply with the following regulations:

1. Chapter V.A.1. Materials:

   a. The primary material of the building (concrete masonry units) is not considered a high quality material and does not provide interest and vitality. Building elements should include such materials as brick, slate, stone or tile. There is very little carry-over of the ABQ Uptown project.

      The primary exterior structural building material is architectural precast concrete wall panels, a material which is not prohibited in the sector development plan. The panels are articulated with rustication joints, and painted in various earth-tone

shades based on the color palette of ABQ Uptown for visual interest, with red accents used intermittently to diminish the building's mass. The architectural panels are overlaid with other materials for further visual interest. Overlay materials include decorative stone (which matches that used on ABQ Uptown to the north) and horizontal ribbed & smooth metal panels. Further variety is provided in aluminum curtain wall fenestration and IPE wood screens at the parking level along Louisiana Boulevard. Additional stone and stucco pilasters and decorative red accents have been added to the south and east building elevations.

b. Unfinished, solid faced, concrete masonry units are prohibited. The concrete walls should be covered with an acceptable material or another type of wall should be used.

   The information listed in the previous response describes the variety of exterior wall treatments. No unfinished, solid faced, concrete masonry units are being used on this project.

2. Chapter V.A.2. Articulation Requirements:

   a. Vertical and horizontal articulation is required on all sides of a Building; and

      Vertical and horizontal articulation has been provided through a combination of materials and masses on each building façade.

   b. articulation is required along no less than 50% of the unbroken length of a Building Façade and shall be distributed to avoid creating a blank wall greater than 25-feet in length; and

      A combination of architectural elements have been used to create a change in color, change in material, a joint, and/or a decorative accent to create visual variation at the required intervals along the length of each side of the building. Decorative stone will project a minimum of 8" out from the building.

   c. at least three of the listed elements must be used for Articulation up to 52-feet of Building height above grade.

      The west and north façades currently meet the intent of the requirements. The south and east facades have been modified to meet them as described in Elevations, Section 1.a.

   The proposed Target building does not comply with the Articulation Requirements. At least 50% of each façade must include at least three of the listed elements in subsection 2.c. In addition, the building at the northeast corner (Lot 2) exceeds 52' feet in height and therefore, must have a 12' step-back (see page 54 of USDP).

      The responses listed above address the façade's compliance with Articulation Requirements. Lot 2 building elevations have been revised to be at or below 52' in height.

3. The newly adopted Resolution (F/S R-11-210) allowing a single level user greater than 90,000-square feet adds a new Section N. to the USDP and states that "Single-Level, Single User Retail Facilities (SLSURFs) Exceeding 90,000 sq. ft. …in Uptown are subject to the following, additional regulations specific to Uptown:

A. Loading docks and facilities shall be screened from public view and, where parking is provided beneath a building, shall be integrated with the parking structure.

The current configuration of the loading docks on the east side of the building will have to be removed and integrated with the parking structure. The loading docks shall be screened from public view.

The Service Dock area is located between the parking level and the store level to work with the existing site grades and has been integrated into the parking structure by sharing a common wall. It is best suited in its current location for a variety of reasons: separation between truck traffic and guest traffic creates a safe shopping environment; the building is 6 feet lower in height than it otherwise would be if located underneath; projecting the loading dock from the building along the east side provides required building articulation and visual interest.

Revisions made to the design that further integrates the Service Dock area to the building include: increasing the height of the screen wall to 16' tall (12' above finished floor) and shifting the truck entrance off of Uptown Loop Road approximately 5' north, thereby extending the length of the screen wall to cover the full length of the truck trailers when parked at the loading dock. (Target tractors do not stay, but drop off their trailers and leave). With the adjustments made to the height and length of the screen wall, the Service Dock area will be fully screen the majority of the time.

SIGNAGE

1. The private traffic directional signs at the entrances and exits of the parking structures are limited to 6-square feet. The sign detail shows these signs to be 8-square feet (sign type C1). (Chapter V., L. Signage, 8. e. – page 81).

   The sizes of the directional signs at the entrances and exits have been revised to meet the requirements of 6 square feet maximum and unlimited quantity.

<u>Zoning Enforcement Division</u>

1. The 42' screen wall for the loading area may infringe on line of site for those exiting the parking.

   The Service Dock screen wall has been modified using a sight triangle on Site Development Plan, Sheets 01 and 02 to accommodate a line-of-sight for those exiting the parking area.
2. Colors and materials are not called out for the screen wall.

   Colors and materials have been added to Target Elevations, Sheet 17.
3. The landscape buffers between the parking and the street should have 70% ground cover apart from trees.

   Shrubs have been added to the landscape buffers to insure that the landscape buffers will contain 70% ground cover at maturity apart from the trees.
4. The location of benches and trash receptacles in the pedestrian areas should be shown.

Benches and trash receptacles have been provided in the pedestrian areas and are indicated on Site Development Plan, Sheets 01 and 02.

5. Parking abutting landscaping buffers require parking barriers to prevent overhang into landscaping buffer

   Landscaping will not be added in the small area between the parking barriers and the parking surface. This will either be concrete or gravel mulch.

6. Note mechanical equipment & loading docks screened from public right of way

   A screened Service Yard has been indicated south of the Loading Dock which will enclose the generator, transformers, switchgear and miscellaneous equipment. Wall construction will match building. Details shown on Site Details, Sheet 04.

7. Walkway through parking lot minimum of 8' wide

   Minimum dimension of the north-south walkway is 9' wide. Minimum dimension of the east-west walkway is 8' wide. Dimensions have been added on Site Development Plan, Sheets 01 and 02.

8. Walkway around perimeter minimum of 10' wide and shall include a minimum six (6) inch brick or other decorative border along both sides

   The perimeter meandering walkway is a minimum of 10' wide, is dimensioned on the Site Development Plan, Sheets 01 and 02 and detailed with 6" borders on Site Details, Sheet 04.

9. Required developed open space areas shall include two amenities see A-F pg 62 of the uptown sector plan

   Benches and bike racks have been provided in the open space areas and are indicated on Site Development Plan, Sheets 01 and 02.

10. Each row of parking shall have an end cap with at least one tree

    Changes have been made to Landscape Plan, Sheets 05 and 07 to comply with this requirement.

11. No parking space shall be more than sixty feet from a tree.

    The site design complies with this requirement. All surface parking spaces that are not covered by the building overhead are within 60' from a tree.

Transit Department

Numbers 1, 2, 3 and 4 we consider mandatory and should be placed on the Infrastructure List for the Project or be otherwise required by the Site Plan:

1. RECONSTRUCT, at developer's cost, the current north- to east-bound right turn lane at the Louisiana/Indian School intersection to remove the free right turn and replace it with a stop condition, performing all necessary work and signal operation changes to effect the change.

   A stop condition has been proposed at the Louisiana/Indian School intersection, keeping the existing turn lane configuration.

2. CONSTRUCT, at developer's cost, new signalization for both automobile traffic and pedestrian traffic at the location known as Q-Street, and, by means acceptable to the

Traffic Engineer, create all interconnections to the Louisiana/Indian School and Indian School/Loop Road intersections necessary to create a free flow of all modes of traffic.

If possible, extend the infrastructure necessary to effect an ITS system to encompass the Indian School/Indiana Street intersection, for future installation of such systems by others.

Target will be making a formal request for written concurrence from the City to proceed with the new signal at Q Street.

3. CONSTRUCT at developers cost, concomitant with the intersection improvements in 2 above, pedestrian refuges of a design satisfactory to the Traffic Engineer in lieu of the currently paint-striped auxiliary lanes at Q-Street.

   Raised pedestrian refuge islands have been proposed, as shown on the Civil drawings and on the Site Development Plan, Sheets 01 and 02.

4. PROVIDE, at developer's cost, three (3) bus stop easements – one for Rapid Ride services using 60' articulated busses, and two for 40-foot "standard" busses, in accordance with the diagram below. The easements should be: At the Rapid Ride stop, a minimum of ten (10) feet from back of sidewalk and forty (40) feet long; and at the standard stops, eight (8) feet from back of sidewalk and twenty (20) feet long.

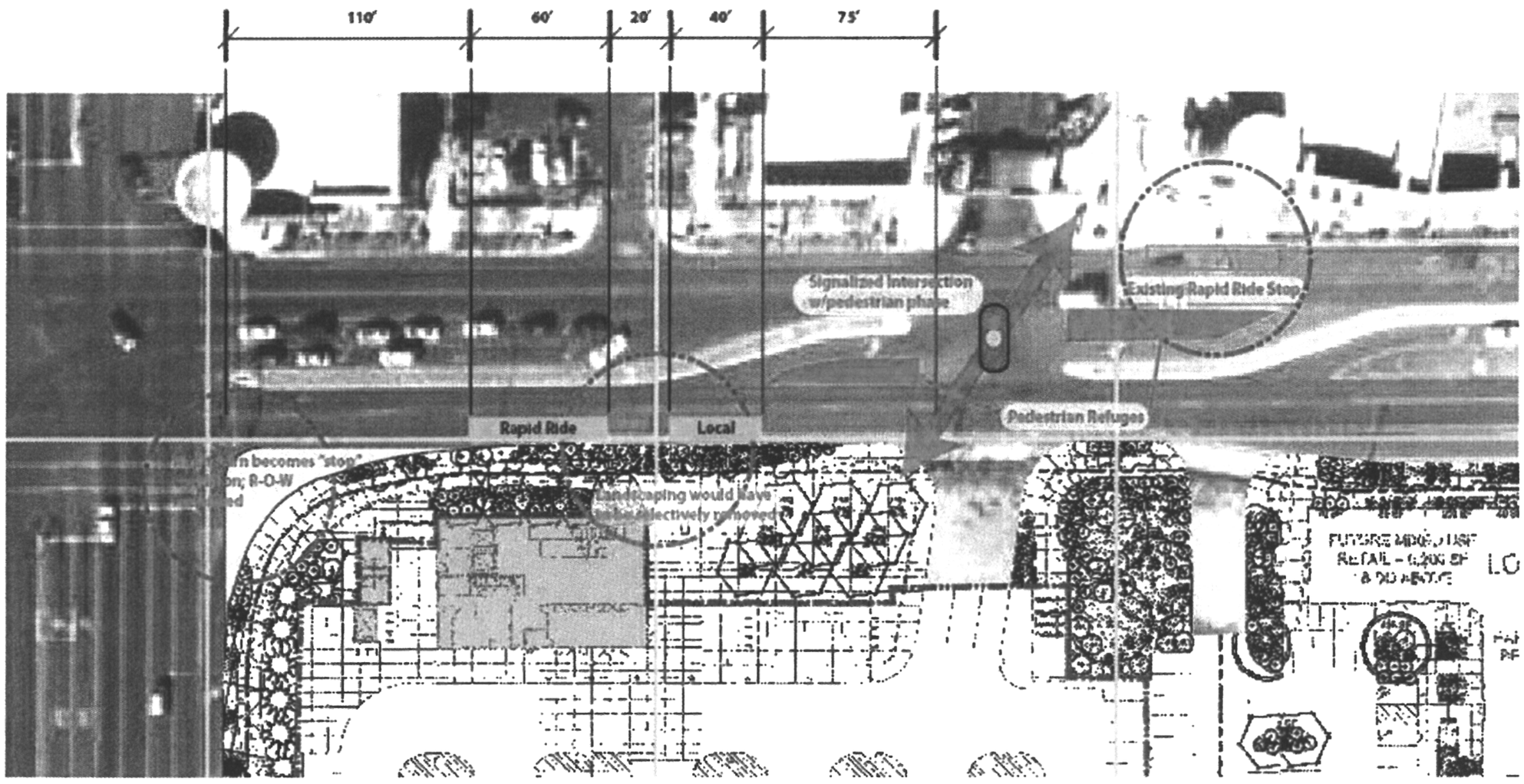
   Easements will be provided as necessary for the three bus stops. A single shelter to be shared between Rapid Ride and standard bus service has been located near the NE corner of the Target lobby with an 8' x 60' easement and the shelter on Uptown Loop is shown with an easement of 4' x 20' on the Site Development Plan, Sheets 01 and 02.

Note the Department will provide the shelters and associated signage and street furniture at the time service is actually provided to the stops. In the case of the Rapid Ride and the standard stop on Indian School, this should occur concomitant with or shortly after the opening of the store.

Noted.

The proposed standard stop on the Loop Road is a bit more problematical as its location will in part be driven by the need to "couple" it with whatever bus stop location is proposed by Winrock. If it were necessary to choose at this time, the Department would prefer the required easement be granted NORTH of the proposed truck entrance. Service to this stop would probably be associated with a future "circulator" system on the Loop Road.

Noted. The Loop Road bus stop has been indicated on the Site Development Plan, Sheets 01 and 02 for reference.



And some matters we cannot consider mandatory, but would ask the developer to consider:

1. If possible, REDESIGN the location of some of the doors in the vertical circulation lobby to grant more immediate access to the bus-stop area defined above.

   The doors to the lobby, which provide direct access to the parking under the building and the pedestrian plaza are providing the most effective circulation in their current location.

2. EXAMINE the means by which the nascent Uptown Wayfinding System proposed by OTAK and supported in principle by the Uptown Progress Team, and in practice by the ABQ Uptown development, could be designed as an outgrowth of the wayfinding system proposed by the developer for their site. (A few simple design development sketches would be greatly appreciated!)

   Target is willing to discuss further with other retailers in the area the expansion of the wayfinding system referenced; however, it will not be a part of this submittal.

3. LOCATE human scale elements such as public art, LCD signs, display cases and the like to create visual interest, especially on the Louisiana façade, which is currently devoid of human scale articulation other than landscaping.

   Additional pedestrian scale amenities have been added to the streetscape along Louisiana Boulevard, such as site furnishings and pet oriented elements.

4. CONSIDER replication of the type of development proposed for Lot 2 somewhere else along the Loop Road frontage.

   At this time additional future development has not been proposed.

ALSO, Note that the site is located within a "Major Activity Center" and along a "Major Transit Corridor" as expressed through the "Centers and Corridors" component of the *Albuquerque/Bernalillo County Comprehensive Plan*. The Department notes that the proposed design meets in spirit all applicable standards for the "Major Transit Corridor", as follows:

Noted.

Standards for Development Form: Major Transit Corridor

POLICY OBJECTIVE	FORM GOAL	PROPOSED DESIGN
Building Access from Street	Provide major entrance from street	Main entrance placed in close proximity to intersection of Major Transit Corridor and minor arterial cross street
Building Setback	Minimum Setback: setback to provide landscaping or pedestrian activity areas only	Main entrance separated from street only by landscaping and pedestrian areas
Parking Location	Separated from the street by the building	At the main entrance the parking is located substantially behind the vertical circulation lobby.
Parking Reduction	10% mandatory and up to 25% encouraged; shared parking encouraged	The parking ratios of the sector plan having a minimum but no maximum, the proposed number seems suitable to a use of this size and type; there should also be opportunity to share with other uses on site and in the future with the Winrock site.
Employment Density Targets	Floor area ratio of 1.0-2.0	The plan meets the requirements of the sector plan (as amended).
Housing Density Targets	10-35 du/acre net	N/A; takes advantage of proximity to existing housing and may stimulate additional housing.
Modal Hierarchy	Transit, Pedestrians, Autos, Bikes	The proposal has the potential to create a strong node for transit/pedestrian/bicycle use which downplays interaction with automobiles.

Transportation Division

1. The Developer is responsible for permanent improvements to the transportation facilities adjacent to the proposed site development plan, as may be required by the Development Review Board (DRB).

   The locations of the required bus stops have been coordinated with the Transit Department and a small amount of site area will be dedicated as an easement for these stops as shown on Site Development Plan, Sheets 01 and 02, and Site Details, Sheet 04.

2. A phasing plan, indicating interim conditions for each phase, must be provided.

   Drawings have been added to indicate phasing for the project including identification of the interim conditions.

3. The site plan must comply with local and Federal ADA (Americans with Disabilities Act) standards and guidelines.

   The site will comply with all local codes and Federal ADA standards and guidelines. Notation has been added to the Site Development Plan, Sheets 01 and 02.

4. Site plan shall comply and be designed per DPM Standards.

   General Note A on the Site Development Plan, Sheets 01 and 02 indicates compliance.

5. Turning templates must be shown for the loading area. The loading area cannot conflict with the entrance to the underground parking. Please clarify how the heavy vehicle traffic will be guided.

Turning Templates have been added to the Truck Access Plan, Sheet 14.

6. A proposed traffic signal is shown along Indian School Road. A warrant analysis must be provided for this signal; concurrence from the City of Albuquerque Traffic Engineering Department is required.

   A warrant analysis has been provided. Target will be making a formal request for written concurrence from the City to proceed with the new signal at Q Street.

7. A Traffic Impact Study (TIS) has been submitted to Transportation Staff.

   Noted.

Office of Neighborhood Coordination

No comments received.

Hydrology

1. Hydrology has an approved Grading Plan for Site Plan for Building Permit action by the DRB.

   Noted.

2. When submitting to DRB, the applicant should consider phasing the project. If the out-lots aren't to be built initially, it would be beneficial to show the grading on these lots without buildings or what they will look like.

   See response above pertaining to phasing, Transportion, Section 2.

Water Utility Authority

No comments received.

City Forrester

No comments received.

In addition to the above comments, as per Section 2. E. 4. (page 6) of the afore mentioned Resolution (F/S R-11-210), a maintenance agreement shall be provided upon DRB application.

A maintenance agreement will be provided upon application to DRB.

Final URT submittal comments

- Will there be drainage to the parking islands? If so, a detail is requested.
- Tree wells in the SW portion of the parking area detailed. Drainage to those?
- Address the concern about the NE corner berm and drainage/icing on the sidewalk in the winter.
- Add dimensions to the building's exterior signage to show all are in compliance with height and total square footage.
- Add motorcycle signage

- Add ADA signage
- Enlarge the bus shelter/easement along Uptown Loop Road
- Explain drive access to the motorcycle parking area
- Define more clearly the plaza boundaries
- Add pedestrian light symbol to enlarged plaza legend

Goodman
REALTY GROUP

November 11, 2011

Jack Cloud
Chairman, Planning Department
City of Albuquerque
600 2nd St. NW
Albuquerque, NM 87103

RE: Target / Winrock Roundabout

Dear Mr. Cloud,

We appreciate the work the DRB has done to address Winrock's concerns with the Uptown Target development. We were happy to hear that Target has responded by designing a pass-through from their main parking area to connect with Winrock. Prior to Target's response, we considered other options that would address our initial concerns. Our first choice is to install a roundabout on the southeastern section of the Loop Road between Target and Winrock. (See attached renderings). We have broached this idea with Target, and they are not opposed to it; however, Target's overarching goal is to acquire their building permit as soon as possible. We would like to pursue the roundabout idea, but in the interest of not holding up Target's approval, we ask if the DRB would work with us to pursue the roundabout as an Administrative Amendment.

We realize there is more work that needs to be done to determine the specifics of the roundabout. We are in the process of conducting a roundabout traffic study, and the preliminary indications suggest that a roundabout will work and is advantageous for both sites.

We have great trepidation about having the major exposure of Winrock face a 42' high, tilt-up concrete, monolithic wall. We visited a similar Target development in Florida, and it is much more overwhelming in person than on paper. The success of our project may well depend on creating a more dominant, "sense-of-place" feature to ameliorate the impact of a huge concrete structure. A roundabout with great sculpture in the middle will give Uptown a very distinct urban feeling.

The roundabout option has many benefits, not to mention that the Uptown Sector Development Plan encourages "traffic circles." (Uptown Sector Development Plan, Chapter V, Section F, Number 13 states, "Traffic Circles [Roundabouts] with Landscape Areas are encouraged at intersections of Streets and/or interior driveways").

Here are a few of the benefits of this roundabout:

- It will create a unique character defining element in Uptown that will draw customers to enter the property at this entrance. Target's new proposal with the pass-through is good; however,

the entrance still reads as the "back of the building," and may not be recognized as an entrance to the general public.

- We still have great concern about overloading the Louisiana/Indian School corridor. A full access roundabout may well become the predominant entry to Target, moving large amounts of traffic away from the three entries along Louisiana and Indian School. This is consistent with the original design intent of the Loop Road.
- It will make the southern Target exit safer. Presently cars exiting from the south exit have a blind corner to contend with, and they have 2 lanes to cross if they choose to make a left onto Louisiana.
- It will allow Target to not mix their truck traffic with customer traffic.
- It will allow vehicles to get to the Winrock I-40 slip ramp directly from Target.
- It will allow vehicles traveling southbound on Louisiana to by-pass Indian School and enter Target. (See attached drawing).
- It will allow vehicles traveling eastbound on the Loop Road to cross over Louisiana and enter Target. (See attached drawing).
- It will allow vehicles to travel directly from Winrock to Target and Target to Winrock and avoid the busiest intersections. (See attached drawing).

We also attached a document that includes excerpts from numerous articles on the successes and benefits of roundabouts.

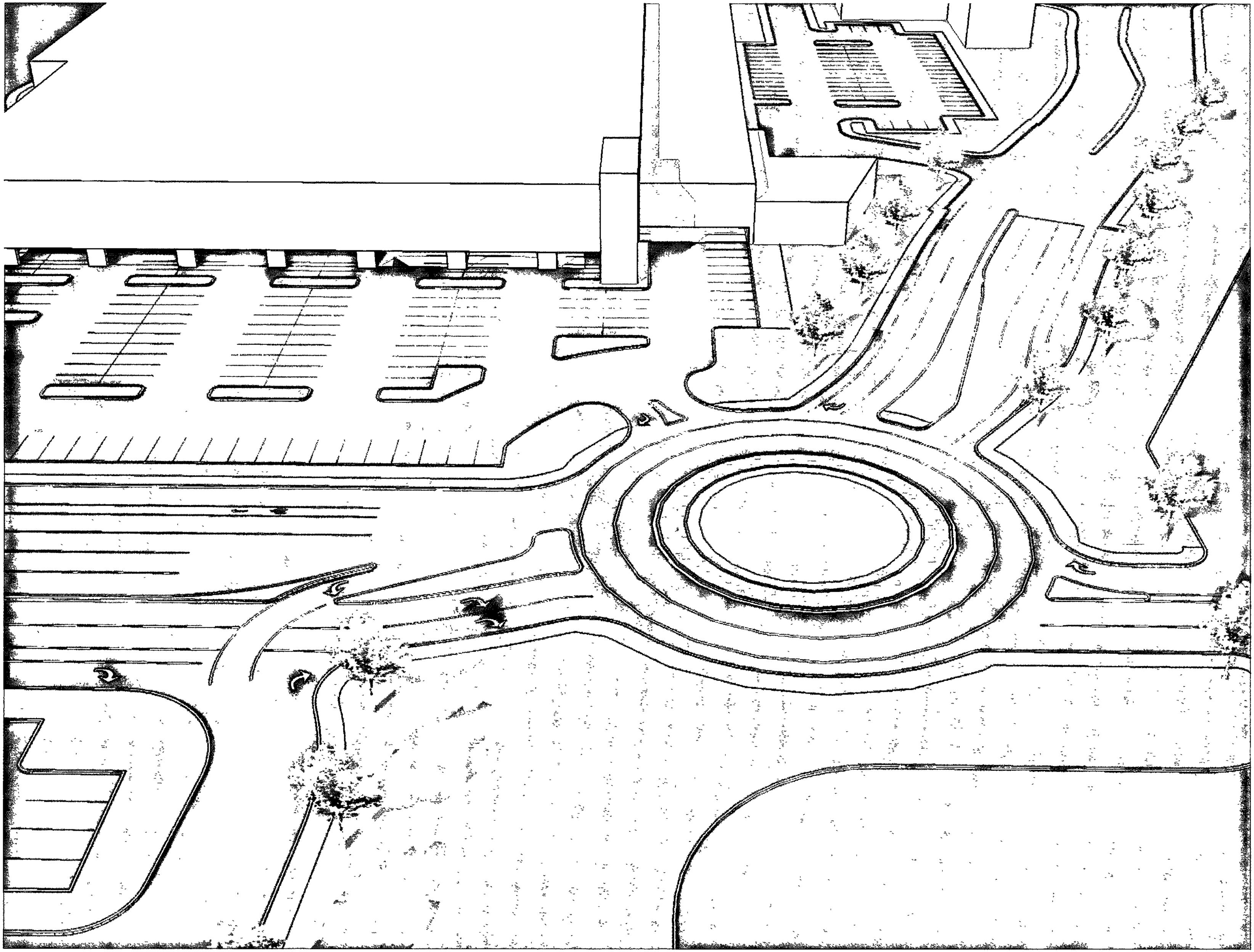
While we recognize time is of the essence for Target, we feel that access for the future redeveloped Winrock is the critical issue that will determine the level of success for all the developments involved. Further, this decision will have long term implications for the level of service on Louisiana, Indian School, the intersection itself, and access from the loop road to westbound I-40 via the slip ramp.

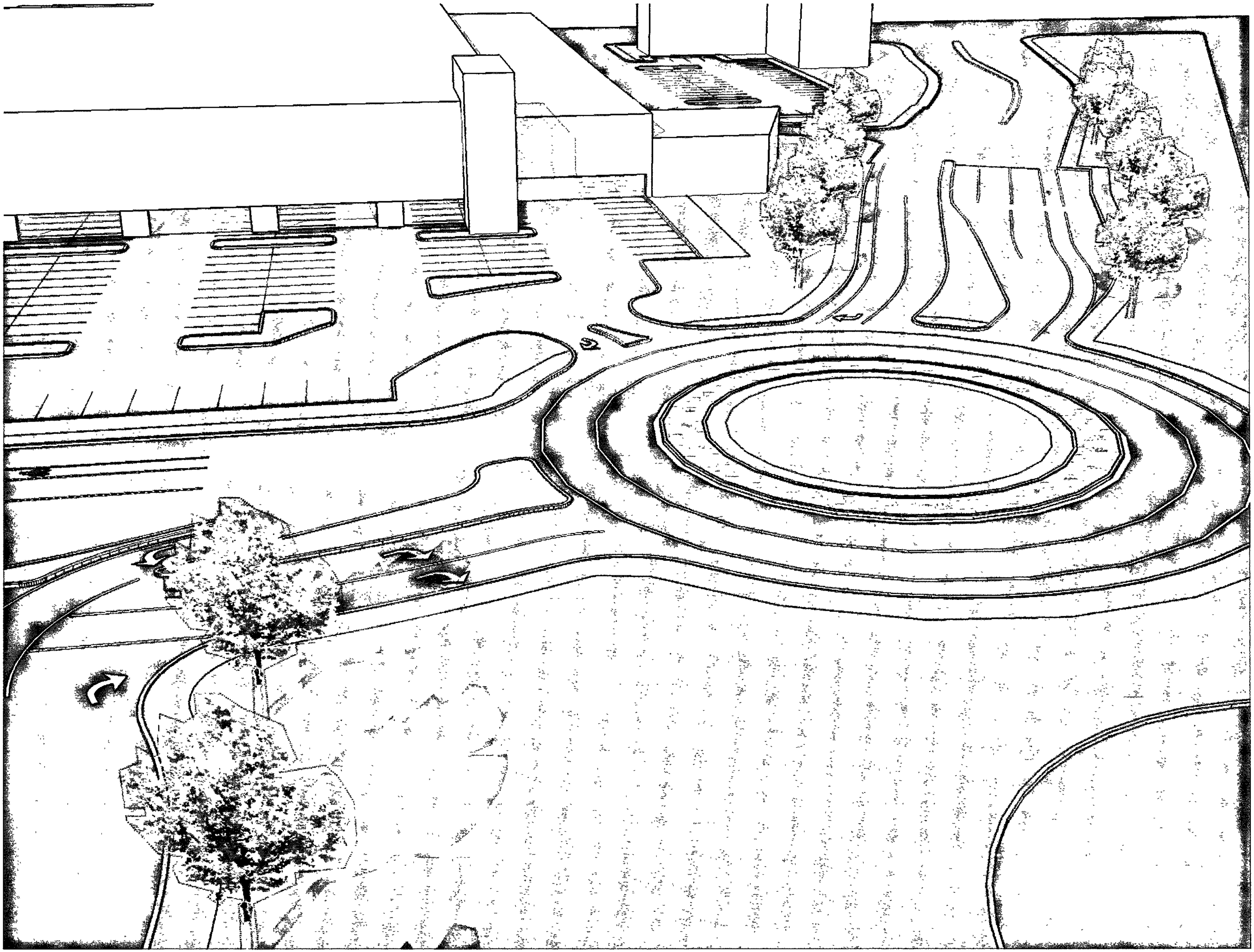
We have one opportunity to develop the best solution and look forward to working with Target and City Staff to achieve this common goal.

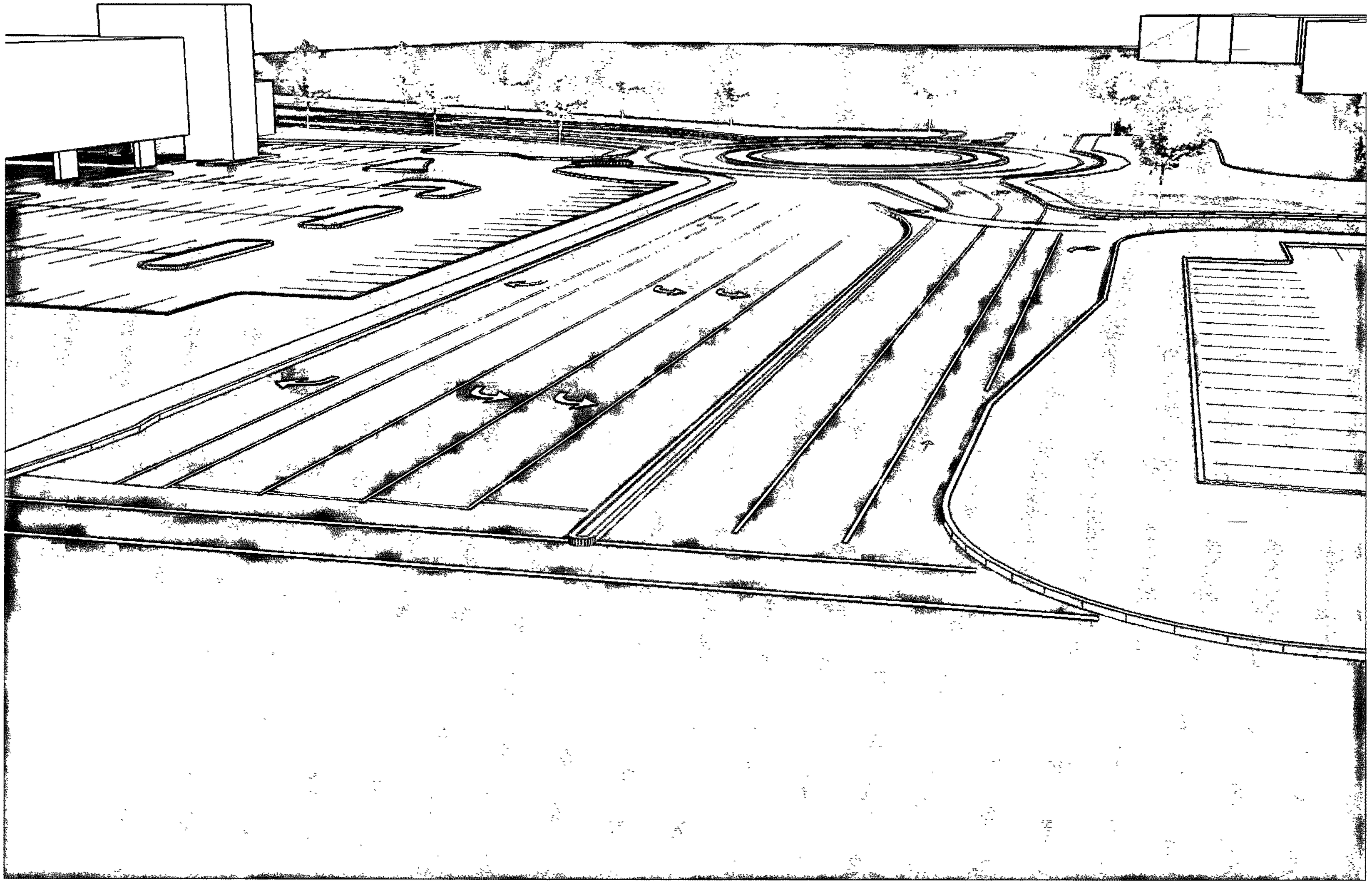
Thank you for your consideration.

Sincerely,

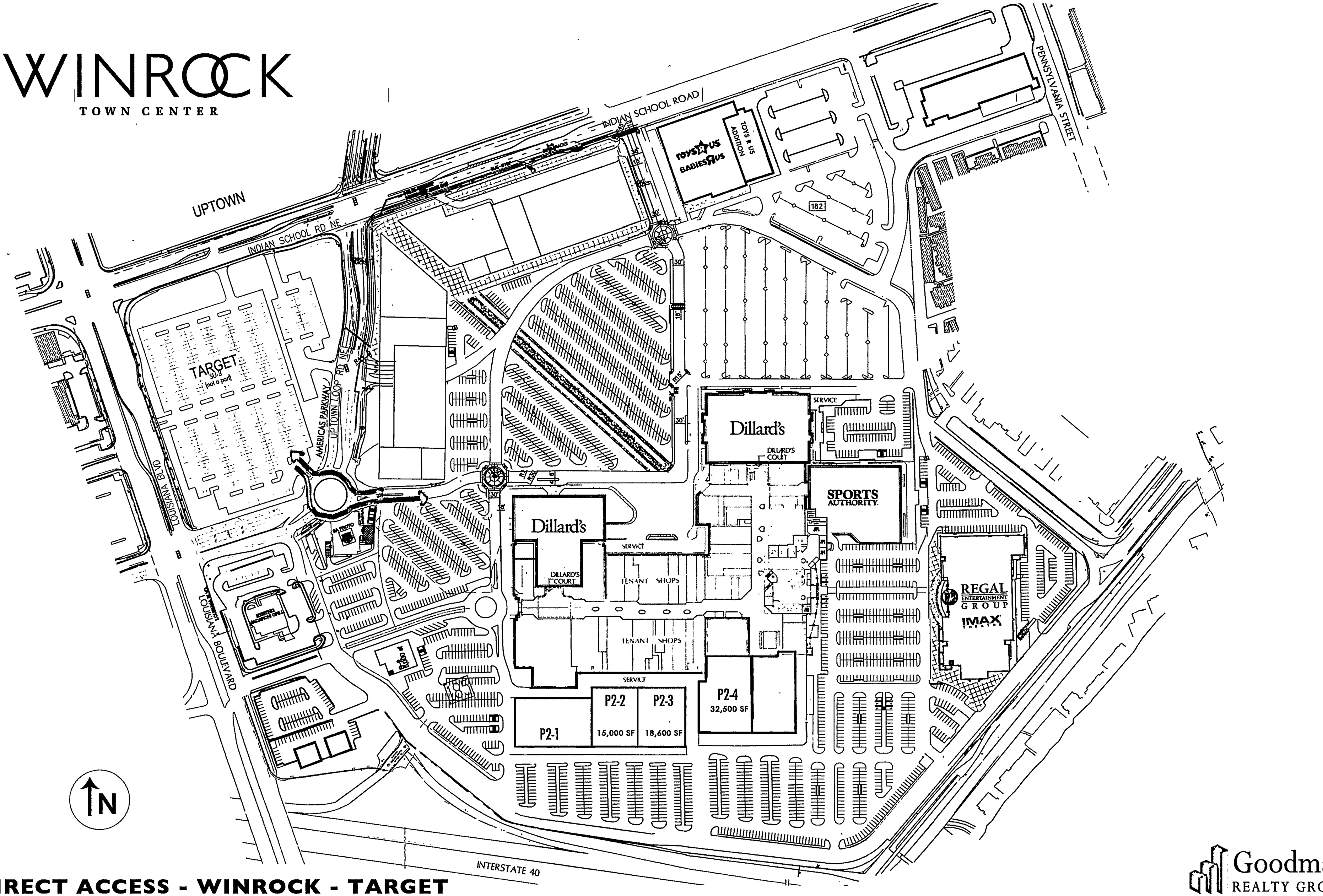
Gary Goodman
Winrock Partners LLC







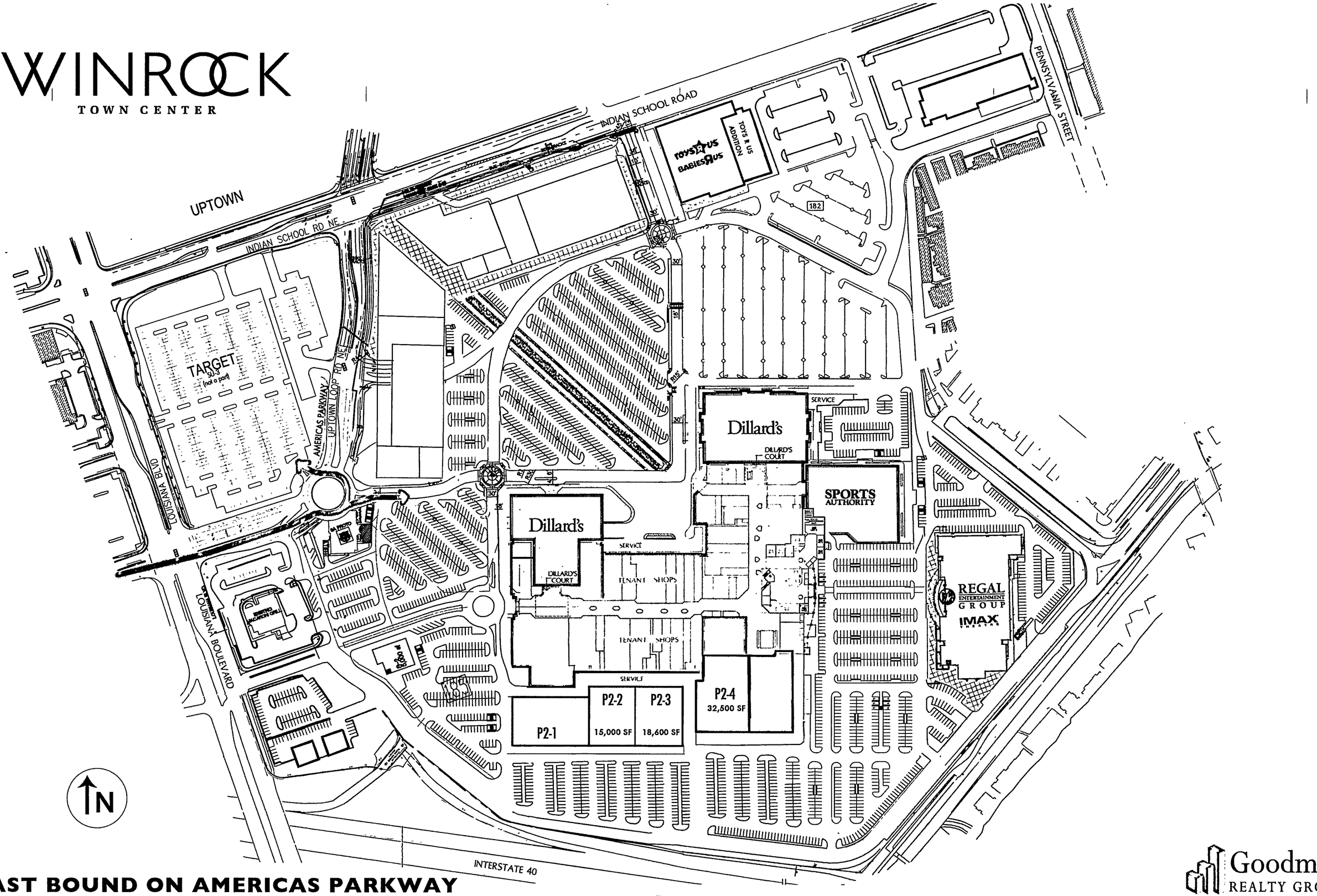
WINROCK
TOWN CENTER



DIRECT ACCESS - WINROCK - TARGET

Goodman REALTY GROUP

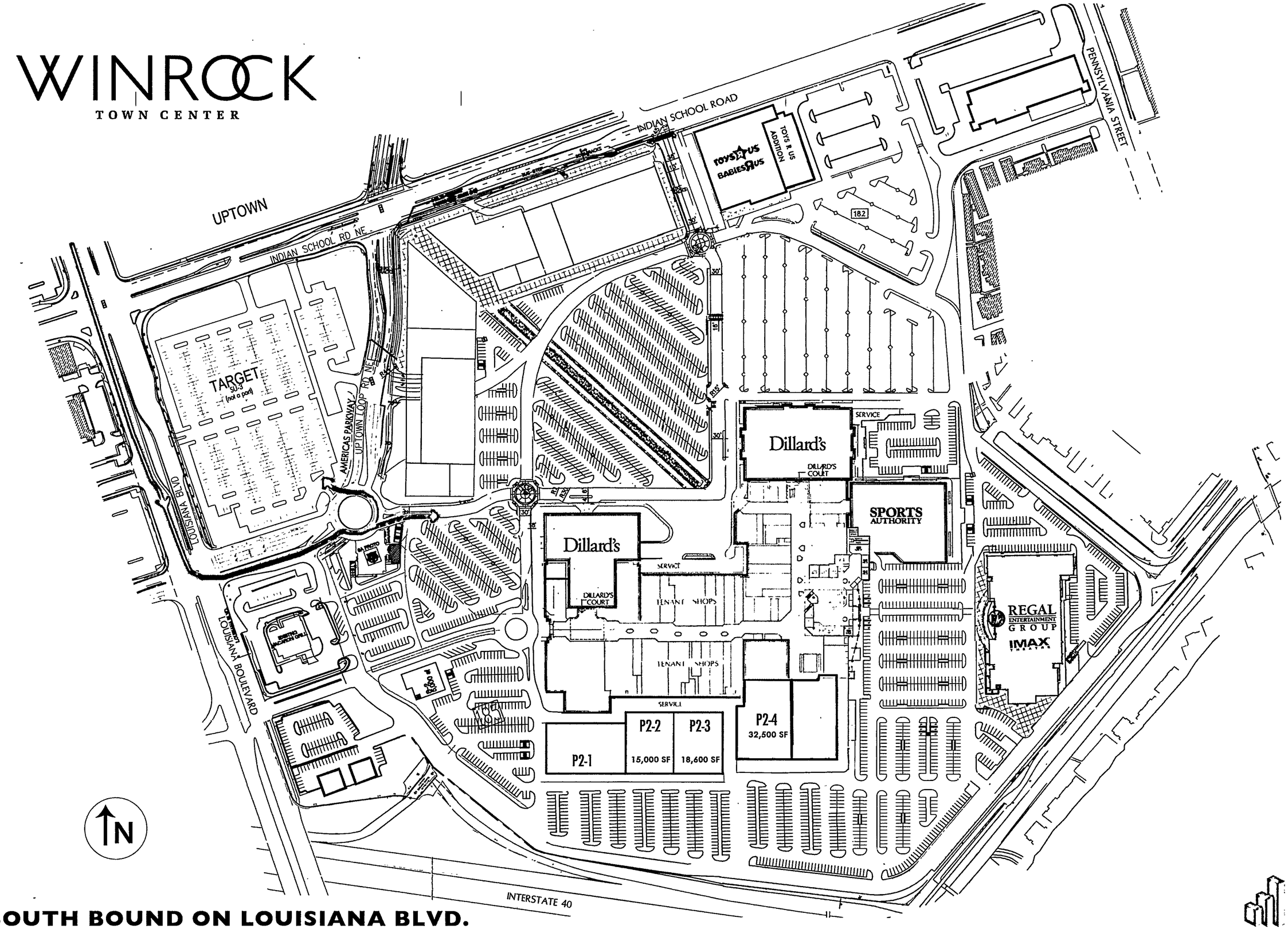
WINROCK
TOWN CENTER



EAST BOUND ON AMERICAS PARKWAY

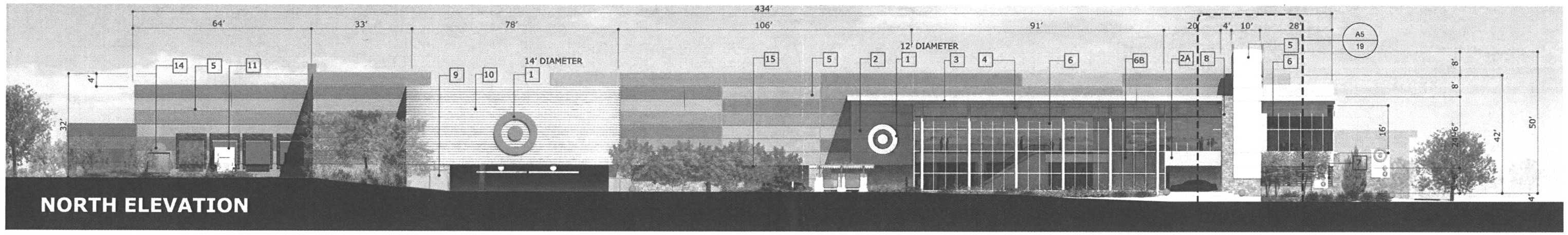
Goodman REALTY GROUP

WINROCK
TOWN CENTER

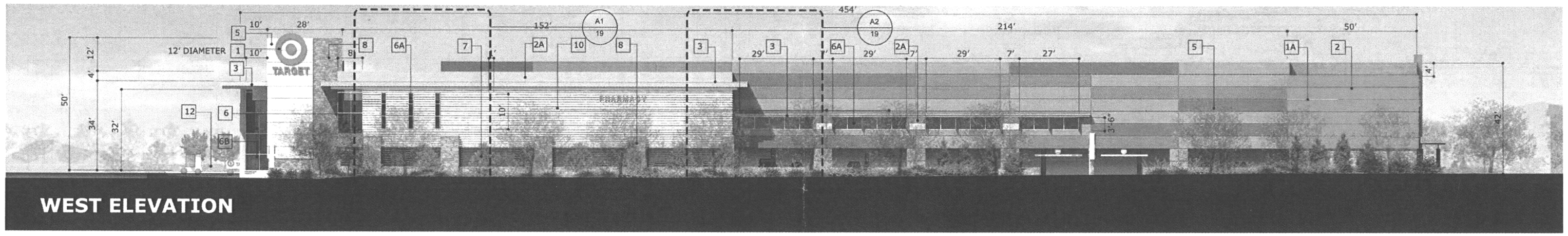


SOUTH BOUND ON LOUISIANA BLVD.

Goodman REALTY GROUP



NORTH ELEVATION



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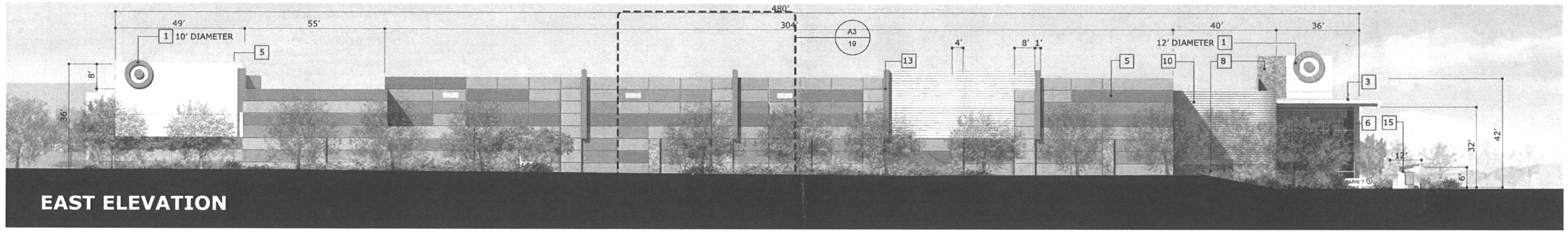

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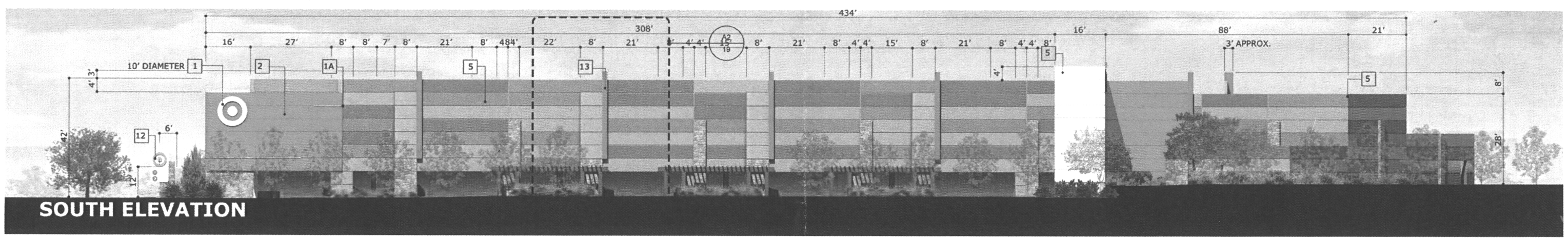
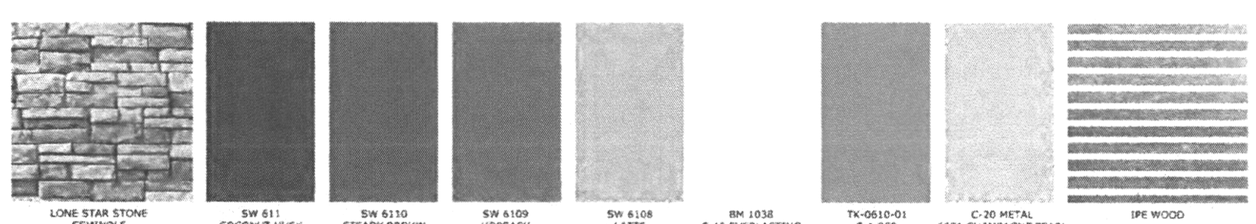


SOUTH ELEVATION

KEY NOTES

1	INTERNALLY ILLUMINATED SIGN	6	GLASS CURTAIN WALL W/ VISION GLASS	11	LOADING DOCK DOORS
1A	INTERNALLY ILLUMINATED ACCENT	6A	VISION GLASS WINDOWS	12	MONUMENT SIGN - INTERNALLY ILLUMINATED
2	SMOOTH METAL PANEL C-1 RED	6B	SPANDREL GLASS	13	PAINTED ACCENT C-1 RED
2A	SMOOTH METAL PANEL C-20 CHAMPAGNE	7	IPE WOOD SCREEN	14	COMPACTOR CONTAINER
3	METAL CANOPY	8	MANUFACTURED STONE	15	BUS SHELTER
4	METAL COLUMNS C-20 CHAMPAGNE	9	HOLLOW METAL EXIT DOORS		
5	CONCRETE TILT-WALL WITH CAST REVEALS AND TEXTURED PAINT	10	RIBBED METAL PANEL C-20 CHAMPAGNE		

NOTE: DIMENSIONS ROUNDED TO THE NEAREST FOOT



ALBUQUERQUE UPTOWN, NM

ELEVATIONS

TARGET STORE DESIGN
OCTOBER 28, 2011

interiors
landscape
planning
engineering

Dekker
Perich
Sabatini

7601 Jefferson NE Suite 100
Albuquerque, NM 87109
505 761-9700
fax 761-4222
dps@dpsdesign.org

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

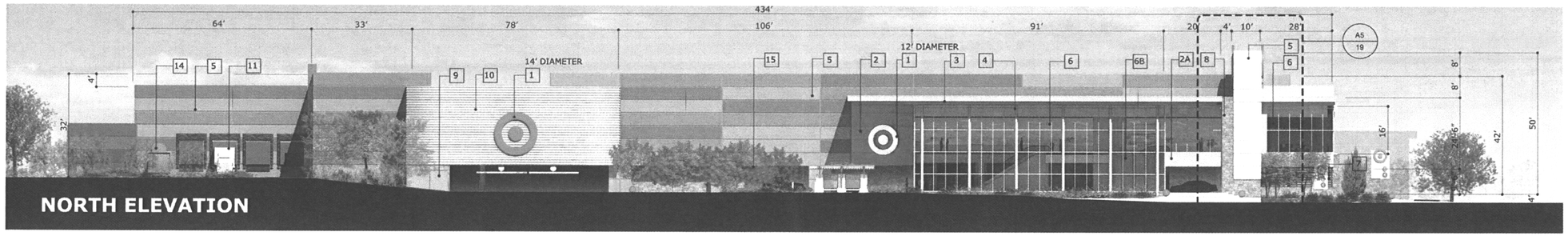
DRB SUBMITTAL

REVISIONS

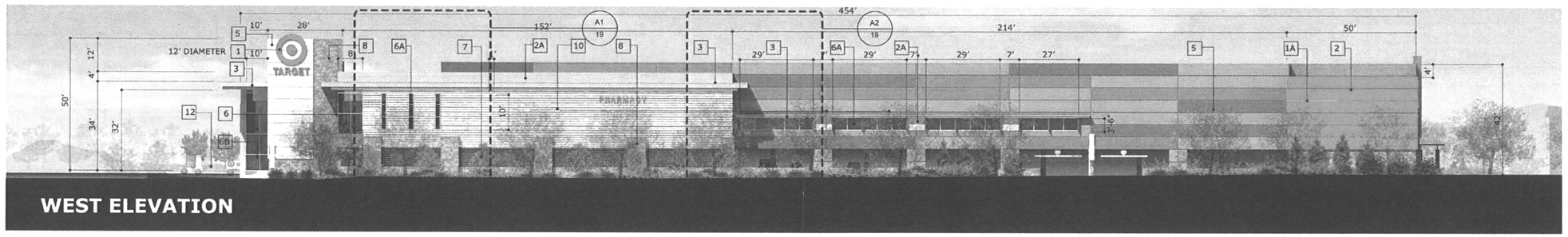
DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	10/28/2011
PROJECT NO.	10-0135

DRAWING NAME

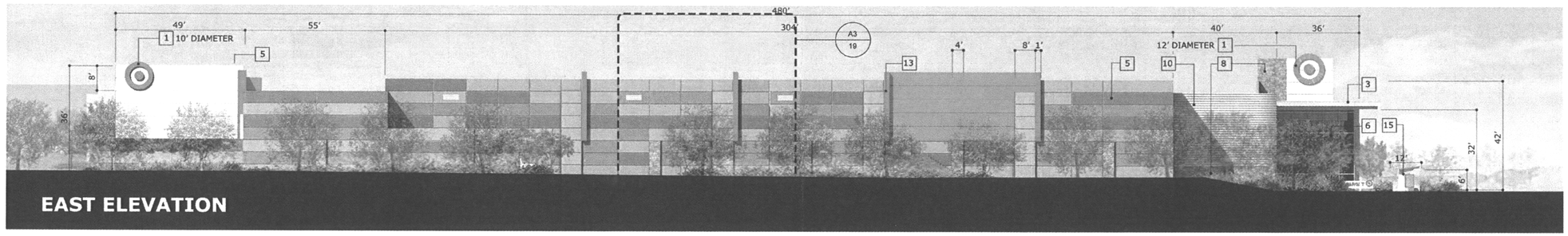
TARGET ELEVATIONS



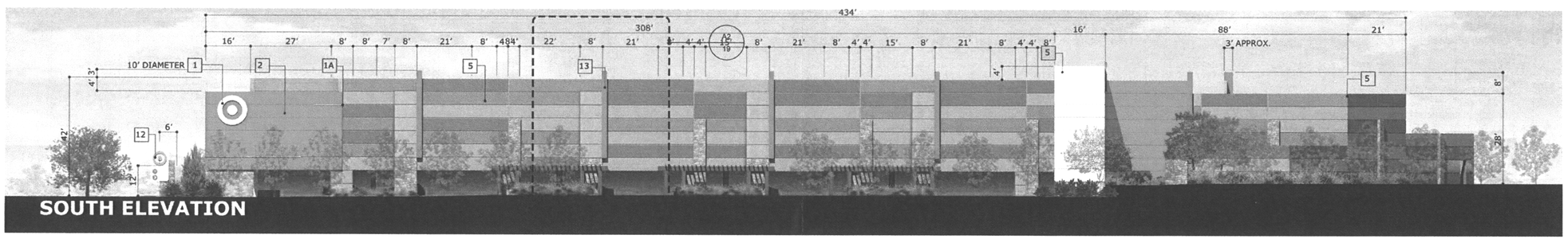
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

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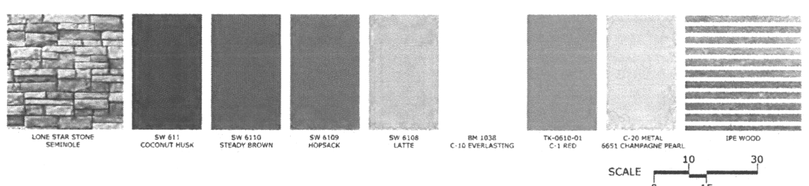

ALBUQUERQUE UPTOWN, NM ELEVATIONS **TARGET STORE DESIGN** OCTOBER 28, 2011

interiors
landscape
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ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

REVISIONS

DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	10/28/2011
PROJECT NO.	10-0135

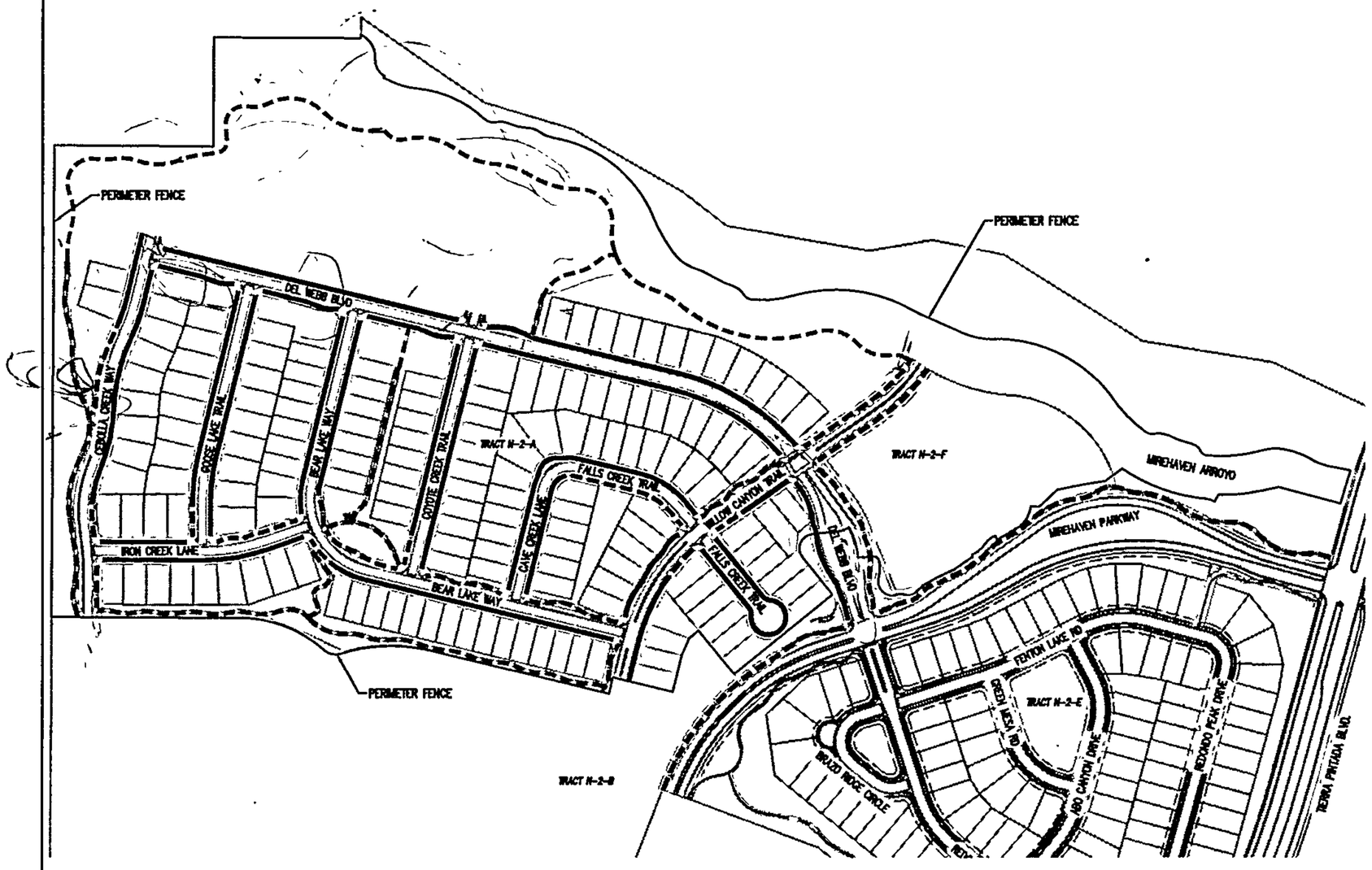
DRAWING NAME

TARGET ELEVATIONS

DEL WEBB @ MIREHAVEN PHASE I

SIDEWALK WAIVER EXHIBIT

JANUARY, 2013



DEFERRED Sidewalks are to be built on a lot-by-lot basis as home construction is completed. The deferral is requested to reduce damage to sidewalks due to building construction activities.

TO BE BUILT – SIDEWALK

TO BE BUILT – TRAIL

WAIVED – SIDEWALK

PROPOSED NOW, TO BE BUILT BY SEPARATE PROJECT – TRAIL

N

500 250 0 500

SCALE: 1"=500'

Bohannan Huston

www.bhinc.com 800.877.5332

Mon, 3-Feb-2014 – 11:10:am, Plotted by: BPATTERSON
P:\20130375\CDP\Plans\General\DW_1A\20130375 Sidewalk Defferal.dwg

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
November 16, 2011
DRB Comments

ITEM # 5

PROJECT # 1007316 **APPLICATION # 11-70284**

RE: Tract A, Hunt-Spectrum Development Site

The proposed circulation plans for pedestrian interconnectivity with one of the major, other sites of the Uptown Area (Winrock Center) remains unclear (Ch. V.H.11). Recent revisions to allow vehicular utilization of the full intersection on Uptown Loop Road do not necessarily present easy pedestrian access to the other site (Ch. VI.A); pedestrian enhancements need to be further discussed.

✓ The pedestrian linkage in the parking lot on the south of Building 1 should have a flared/ split concrete connection to the public sidewalk since there is no link continuing south, but rather all pedestrians should be directed west or east.

✓ Revisions have been made for more Articulation elements; however, for this size of building, particularly for the east and south, a greater scale and contrast still needs to be considered, such as a major façade change over the new vehicular access on the east.

Jack Cloud, DRB Chairman
924-3880/ jcloud@cabq.gov

City of Albuquerque
Planning Department Development
and Building Services
Transportation Section
Development Review Board Memo

DRB Project No: 1007316 Agenda Item No: 5

Subject: Final Plat
Preliminary Plat
Site Plan for Building Permit

Engineering comments (Plat comments):

1. Provide an exhibit showing the proposed location of sidewalk and defining the distance from face of curb to the property line. Right of way dedication may be required.

Engineering comments (Site Plan comments):

2. Provide Per CoA Administration: Target is to provide a direct vehicular connection at the full access location along Uptown Loop Road per the sector plan.
3. Both pedestrian refuge areas shown on Indian School Road must be included on the infrastructure list.
4. All public sidewalk located outside of City right of way must be located within a public sidewalk easement.

Kristal D Metro
Transportation Development
924-3991
11/2/11

Resolution:

1. Exhibit has been provided to Kristal Metro and a copy included with this letter.
2. The Site Plan has been modified to show direct vehicular connection between the parking structure and the full access location between Target and Winrock on Uptown Loop Road as per the Sector Plan.
3. Pedestrian refuge areas have been added to Infrastructure List and are included with this letter.
4. All public sidewalks are located within a Public Sidewalk Easement.

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505.761.9700
fax 761 4222
www.dpsdesign.org

3. In order to enhance the vertical articulation at the South and East sides, the height of the decorative red fins has increased to a 4 foot projection above the parapet rather than the previous 3 feet. The east side will also receive the new vehicular opening that will provide access to the below-store parking field. This opening is not visible in the elevation view because of its below-grade configuration. At the top of the ramp there will be a steel frame "arch" to support a warning bar to inform motorists of the clear headroom dimension at the bottom of the ramp.

If you have any questions or need clarification of anything contained herein, please contact Jim Dobbie of Hunt Uptown II, Sheri Tollefson, or myself.

Sincerely,

Dekker/Perich/Sabatini
Agent for Hunt Uptown II, LLC

Christopher R. Gunning, AIA, LEED AP BD+C
Principal

Attachment: Proposed Sidewalks and Sidewalk Easements Exhibit
Revised Infrastructure List

7601 Jefferson NE
Suite 100
Albuquerque NM
87109
505.761.9700
fax 761 4222
www.dpsdesign.org

City of Albuquerque
Planning Department
November 2, 2011
DRB Comments

Agenda Item No: 5
DRB Project No: 1007316
Application No: 11-10284

RE: Tract A, Hunt-Spectrum Development Site

1. The proposed circulation plans for pedestrians and vehicles still does not appear to demonstrate suitable interconnectivity with one of the major, other sites of the Uptown Area, Winrock Center (Ch. V.H.11). The existing grades do not present a major obstacle to utilizing the full intersection at approximately the midpoint of the Uptown Loop Road between Louisiana Boulevard and Indian School Road. This remains an ideal location to provide for easy access to the other site (Ch. VI.A) , as well providing parking structures in such a manner to reduce vehicle miles traveled (Ch. VI.C); alternatives to the proposed parking structure orientation need to be further discussed and reviewed.
2. The pedestrian linkage in the parking lot on the south of Building 1 might be served with a transverse connection at some point to be in the 3rd row; connection to the sidewalk near the vehicular entry remains preferable. (Ch. V.J.18.e).
3. Major revisions have been made for more Articulation elements as well as a greater scale and contrast; however, varying parapet heights and additional openings would substantially enhance the articulation for this size of building, particularly for the east and south.

Jack Cloud
DRB Chairman
924-3880/ jcloud@cabq.gov
11/2/11

Resolution:

1. The Site Plan has been modified to show direct vehicular and pedestrian connections between Target's parking structure and the full access location between Target and Winrock on Uptown Loop Road as per the Uptown Sector Development Plan.
2. The Site Plan has been modified to accentuate the south entrance to the north/south pedestrian path. A vertical structure, in the form of a pergola that matches those at the east/west pedestrian path, has been added at the connection to the public sidewalk. A parking space has been eliminated on either side of the pergola to provide additional landscaping at this location. This approach is preferable to an offset in the north/south pedestrian path in order to provide a more direct connection to the Target building's main entry, in the interest of pedestrian safety.

7601 Jefferson NE
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87109
505.761.9700
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www.dpsdesign.org

#5

DRB PUBLIC HEARING SIGN IN SHEET

Project #: 1007316

Date: 11-16-11

NAME: Dave Harmon ADDRESS: 2938 Ca Palomita ZIP:

22 NAME: Dave Dekker ADDRESS: 2101 Mtn Rd NW ZIP:

NAME: Gary Goodman ADDRESS: ZIP:

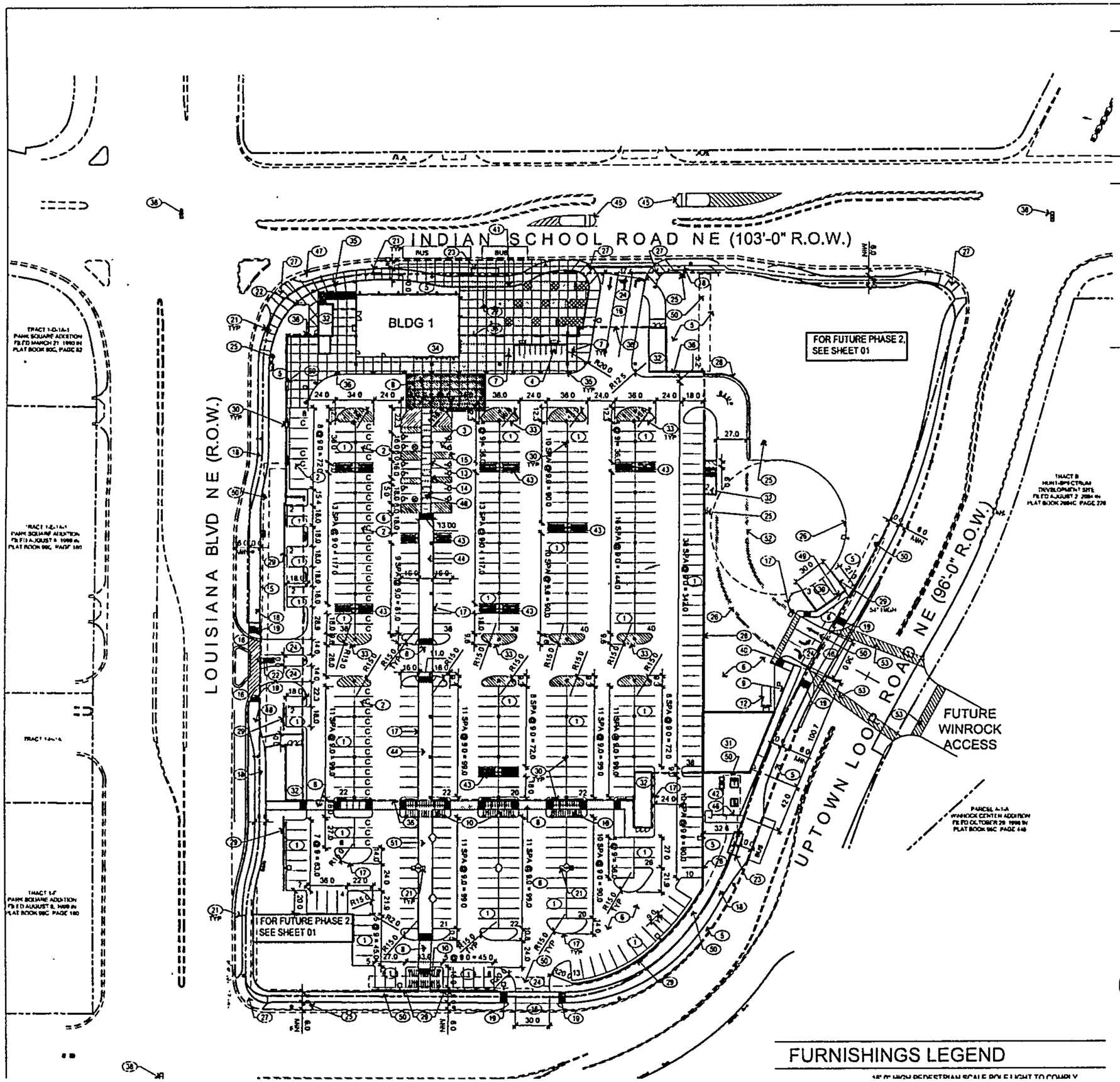
NAME: ADDRESS: ZIP:

NAME: ADDRESS: ZIP:

NAME: ADDRESS: ZIP:

NAME: ADDRESS: ZIP:

NAME: ADDRESS: ZIP:



SITE DATA

LEGAL DESCRIPTION: ZONE SU-3
TRACK A, HUNT - SPECTRUM DEVELOPMENT SITE

BUILDING 1 AREA:	155,629 SF
SITE AREA.	320,480 SF (7.36 ACRES)
F.A.R. (155,629 SF / 320,480 SF)	0.49

(BUILDINGS 2 & 3 FUTURE)

PARKING

BUILDING 1

USE	RATIO	REQUIRED:
RETAIL	2/1000	155,629 SF / 500 = 312 SPACES
PARKING PROVIDED		466 SPACES (36 - COMPACT)
ACCESSIBLE REQ'D / PROVIDED		10 SPACES / 12 SPACES

MOTORCYCLE PARKING:

REQUIRED:	301-500 PARKING SPACES = 6 SPACES
PROVIDED:	10 SPACES

BICYCLE PARKING.

REQUIRED:	1.20 AUTOMOBILE, (466 / 20) = 24 SPACES
PROVIDED:	30 SPACES

GENER

A. SITE PLAN SHAL
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F. SIDEWALKS TO I OTHERWISE.
G. STREETS, PARK NOTED OTHERW
H. SEE LANDSCAPI
I. SITE PLAN SHAL
J. PEDESTRIAN AV INCLUDE SCALE
K. TARGET WILL M PARKING AREAS

KEYED

1. TYPICAL PARKIN
2. TYPICAL COMPA
3. TYPICAL ADA PA
4. TYPICAL MOTOR
5. LANDSCAPED AI
6. CONCRETE PAVI
7. METAL BIKE RAC
8. PEDESTRIAN CR DIFFERENTIATE
9. 16' HIGH SCREEI DETAIL B1 / SHE
10. STEEL TRELLIS
11. NOT USED
12. TRASH COMPAC
13. POLE MOUNTEC
14. 6" Ø BOLLARD
15. PAINTED ADA P
16. AUTOMOBILE IN
17. CONCRETE CUF
18. 10' SIDEWALK, F
19. NEW CONCRETI DOMES PER CO
20. NOT USED
21. LIGHT POLE TYI
22. MONUMENT SIG
23. PROPOSED BUS
24. CONCRETE DRI
25. PROPOSED FIRI
26. FIRE LANE
27. ACCESSIBLE RA
28. RETAINING WAL
29. PARKING LOT S DETAIL A1 / SHE
30. BUILDING STRU
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33. STRIPED ISLAN
34. STORE ENTRY
35. TARGET SPHER
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38. EXISTING TRAFI
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40. LOCATION OF S
41. LIGHT BOLLARC
42. SERVICE YARD
43. SHOPPING CAR
44. PEDESTRIAN W.
45. PEDESTRIAN RE
46. 12' HIGH SCREE
47. PROPOSED STC
48. ACCESSIBLE SI
49. TARGET VAN DE
50. P.U.E. LOCATIO
51. PEDESTRIAN W
52. 2" COLORED CC
53. FUTURE PEDES

CPTED PI

- WELL DEFINED S
- CLEARLY MARKE
- MAXIMIZED VISIB
- USING LIGHTING
- NATURAL LIGHTI
- ALL SURFACES C
- NO ACCESS TO F
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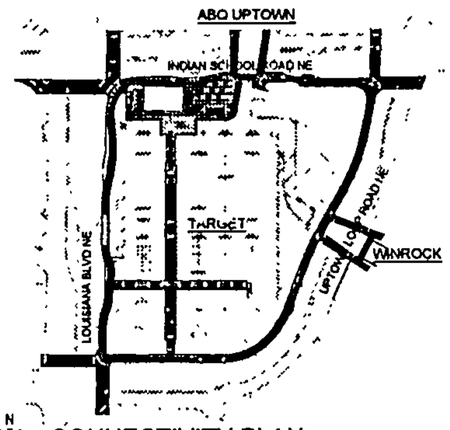
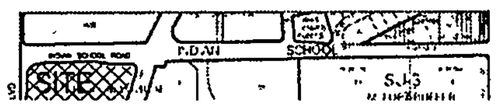


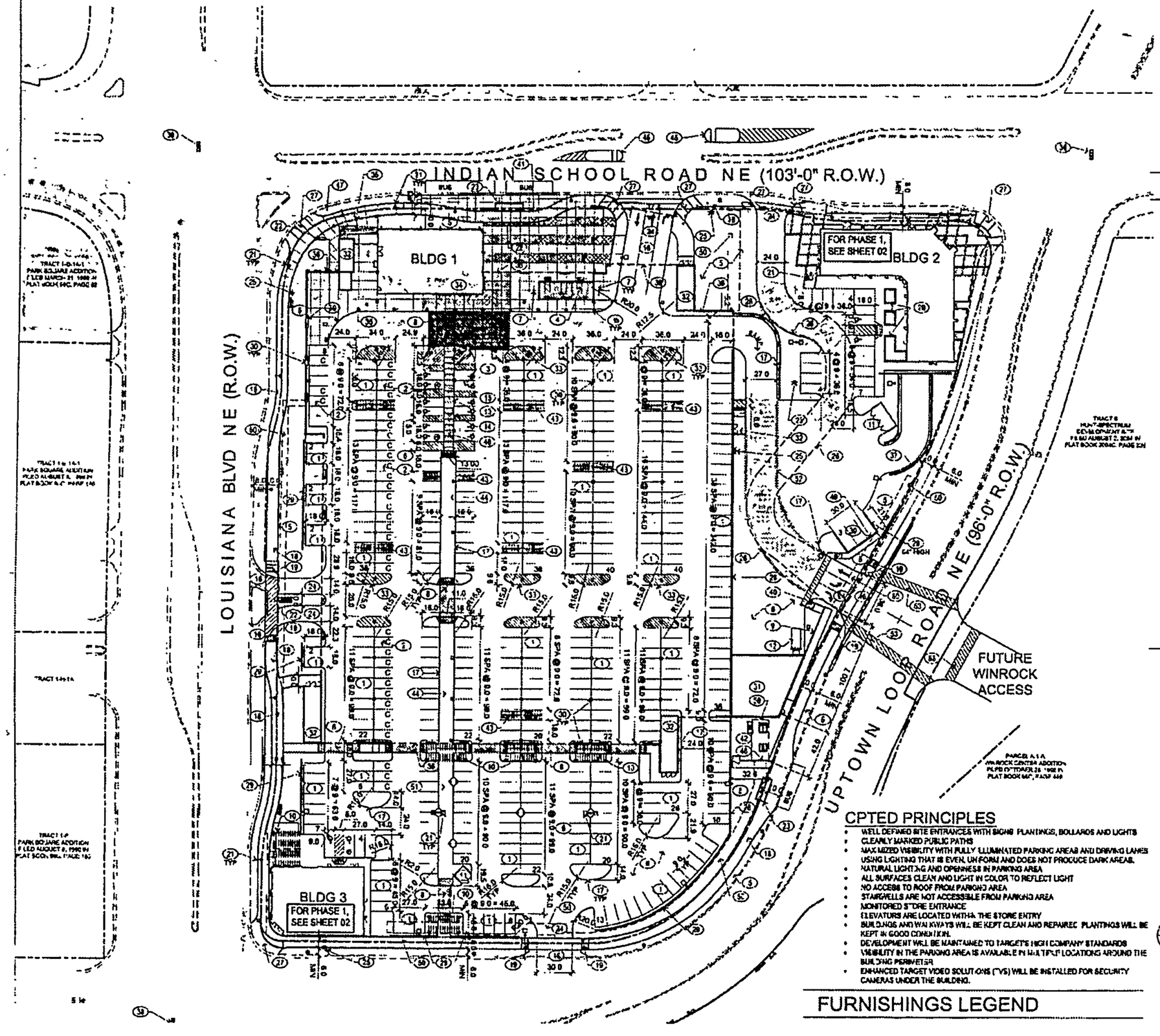
CONNECTIVITY PLAN

NOT TO SCALE



FURNISHINGS LEGEND

18' HIGH PEDESTRIAN SCALE POLE LIGHT TO COMPLY



SITE DATA

LEGAL DESCRIPTION: ZONE: SU-3
TRACK A, HUNT - SPECTRUM DEVELOPMENT SITE

BUILDING 1 AREA.	155,629 SF
BUILDING 2 AREA - RETAIL.	6,200 SF
BUILDING 2 AREA - HOUSING:	21,600 SF (3 FLOORS @ 7,200 SF, 18 DU)
BUILDING 3 AREA.	4,740 SF
TOTAL:	
BUILDING AREA:	188,169 SF
SITE AREA:	320,480 SF (7.36 ACRES)
F.A.R (188,169 SF / 320,480 SF):	0.59

PARKING

BUILDING 1:

USE.	RATIO	REQUIRED:
RETAIL	2/1000	155,629 SF / 500 = 312 SPACES
PARKING PROVIDED		451 SPACES
ACCESSIBLE REQ'D / PROVIDED		12 SPACES / 12 SPACES

BUILDING 2:

USE:	RATIO.	REQUIRED:
RETAIL	2/1000	6,200 SF / 500 = 13 SPACES
HOUSING	1.5/DU	1.5 X 18 DU = 27 SPACES
PARKING PROVIDED		41 SPACES (11 SURFACE, 30 BELOW)
ACCESSIBLE REQ'D / PROVIDED		2 SPACES / 2 SPACES

BUILDING 3:

USE:	RATIO:	REQUIRED:
RETAIL	2/1000	4,740 SF / 500 = 10 SPACES
PARKING PROVIDED		22 SPACES
ACCESSIBLE REQ'D / PROVIDED		2 SPACES / 2 SPACES

TOTAL:

PARKING REQUIRED.	362 SPACES
PARKING PROVIDED.	538 SPACES (36 - COMPACT)
ACCESSIBLE REQ'D / PROVIDED	18 SPACES / 18 SPACES

MOTORCYCLE PARKING:

REQUIRED:	501-750 PARKING SPACES = / SPACES
PROVIDED:	10 SPACES

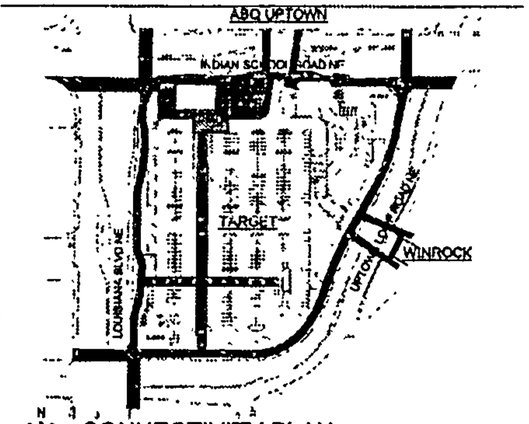
BICYCLE PARKING:

REQUIRED:	1:20 AUTOMOBILE, (538 / 20) = 27 SPACES
PROVIDED.	30 SPACES

CPTED PRINCIPLES

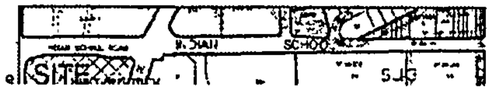
- WELL DEFINED SITE ENTRANCES WITH SIGNS, PLANTINGS, BOLLARDS AND LIGHTS
- CLEARLY MARKED PUBLIC PATHS
- MAXIMIZED VISIBILITY WITH FULLY ILLUMINATED PARKING AREAS AND DRIVING LANES USING LIGHTING THAT IS EVEN, UNIFORM AND DOES NOT PRODUCE DARK AREAS.
- NATURAL LIGHTING AND OPENNESS IN PARKING AREA
- ALL SURFACES CLEAN AND LIGHT IN COLOR TO REFLECT LIGHT
- NO ACCESS TO ROOF FROM PARKING AREA
- STAIRWELLS ARE NOT ACCESSIBLE FROM PARKING AREA
- MONITORED STORE ENTRANCE
- ELEVATORS ARE LOCATED WITHIN THE STORE ENTRY
- BUILDINGS AND WALKWAYS WILL BE KEPT CLEAN AND REPAIRED. PLANTINGS WILL BE KEPT IN GOOD CONDITION.
- DEVELOPMENT WILL BE MAINTAINED TO TARGET'S HIGH COMPANY STANDARDS
- VISIBILITY IN THE PARKING AREA IS AVAILABLE IN MULTIPLE LOCATIONS AROUND THE BUILDING PERIMETER
- ENHANCED TARGET VIDEO SOLUTIONS ("VS") WILL BE INSTALLED FOR SECURITY CAMERAS UNDER THE BUILDING.

FURNISHINGS LEGEND



CONNECTIVITY PLAN

NOT TO SCALE



GENER

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H. SEE LANDSCAPE
I. SITE PLAN SHAL
J. PEDESTRIAN AM INCLUDE SCALE
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3 TYPICAL ADA PA
4 TYPICAL MOTOR
5. LANDSCAPED AR
6. CONCRETE PAVI
7. METAL BIKE RAC
8. PEDESTRIAN CR DIFFERENTIATE
9 16' HIGH SCREEN DETAIL A1 / SHEI
10. STEEL TRELLIS /
11 REFUSE ENCLO
12. TRASH COMPAC
13 POLE MOUNTED
14 6" Ø BOLLARD, T
15 PAINTED ADA PA
16. AUTOMOBILE FA
17 CONCRETE CUR
18. 10' SIDEWALK, R
19 NEW CONCRETE DOMES PER CO
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22. MONUMENT SIG
23 PROPOSED BUIL
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25 PROPOSED FIRE
26. FIRE LANE
27 ACCESSIBLE RA
28. RETAINING WAL
29. PARKING LOT SI DETAIL A1 / SHE
30 BUILDING STRU
31 SERVICE DOCK
32. EGRESS FROM E
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34 STORE ENTRY
35 TARGET SPHER
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38 EXISTING TRAFF
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41. LIGHT BOLLARD,
42. SERVICE YARD
43. SHOPPING CART
44 PEDESTRIAN WA
45. PEDESTRIAN RE
46. 12' HIGH SCREEN
47 PROPOSED STOI
48 ACCESSIBLE SIG
49 TARGET VAN DES
50. P.U.E. LOCATION
51 PEDESTRIAN WA
52. 2" COLORED CO
53. FUTURE PEDEST

FORMER PROJECT

PROJECT NUMBER

APPLICATION NUM

Is an Infrastructure Li a work order is require public improvements

SITE DEVELO

TRAFFIC ENGINEE

Dekker/Perich/Sabatini
architecture interiors landscape planning engineering

November 10, 2011

Mr. Jack Cloud
Chairman, Development Review Board
City of Albuquerque Planning Department
600 2nd St. NW
Albuquerque, NM 87103

Re: Target at Uptown
DRB Comments to the Site Development Plans for Building Permit & Subdivision
Legal Description: Tract A of Hunt – Spectrum Development Site
City Planning Project # 1007316

Dear Mr. Cloud:

The following are the Development Review Board Comments from 11/2/11 and our responses to each.

City of Albuquerque
Planning Department
Hydrology Development Section
Development Review Board Memo

DRB Project No: 1007316 Agenda Item No: 5

Subject: Site Plan for Building Permit
Engineering comments:

1. Hydrology has no objection. Hydrology has a couple comments on the grading plan that can be addressed at Building Permit.

Subject: Plat Approval
Engineering comments:

2. Hydrology has no objection.

Curtis Cherne
Hydrology Section
City Engineer Designee
AMAFCA Designee
924-3986
11/2/11

Resolution:

1. Hydrology comments will be addressed at Building Permit
2. Noted

400'

back Jean
- Log A1
- circle left
left Jean

7601 Jefferson NE
Suite 100
Albuquerque NM
87109
505.761.9700
fax 761 4222
www.dpsdesign.org

EXHIBIT SHOWING

PROPOSED SIDEWALKS AND
PROPOSED SIDEWALK EASEMENTS

TRACT A
HUNT - SPECTRUM DEVELOPMENT SITE

SITUATE WITHIN
SECTION 18
TOWNSHIP 10 NORTH, RANGE 4 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
NOVEMBER, 2011

INDIAN SCHOOL ROAD N.E.

TRACT A
HUNT-SPECTRUM DEVELOPMENT SITE

PROPOSED R.O.W DEDICATION

PROPOSED TRACT A-1

LOUISIANA BOULEVARD N.E.

AMERICAN PARKWAY ROAD NE

LITTON LOOP ROAD NE

PROPOSED R.O.W DEDICATION

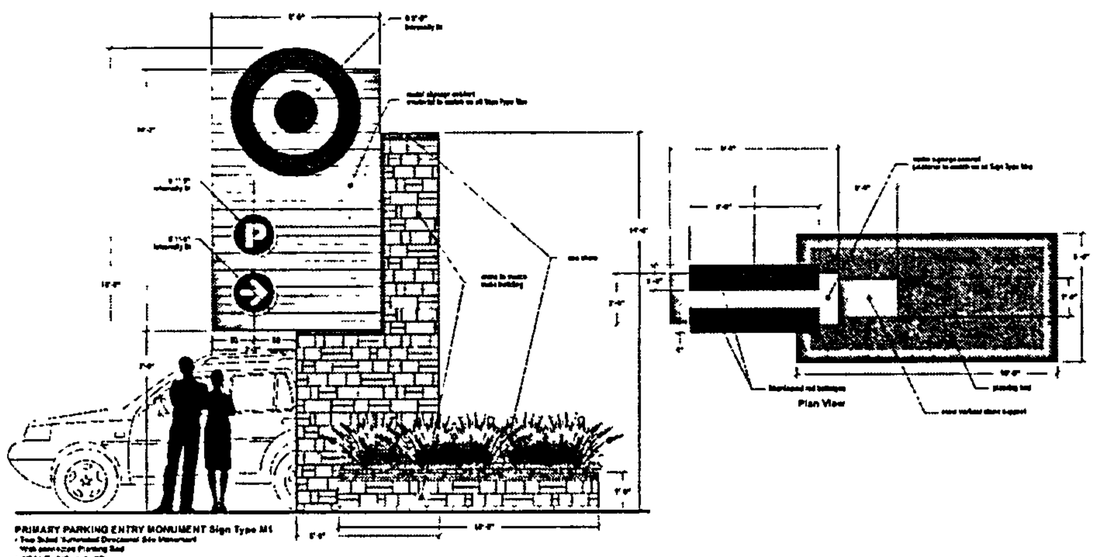
PARCEL A-1-A
WINROCK CENTER ADDITION

GRAPHIC SCALE

110398 EXHIBIT C_PROPOSED SDWLK 110711.dwg

SURV-TEK, INC.
Surveying Surveyors

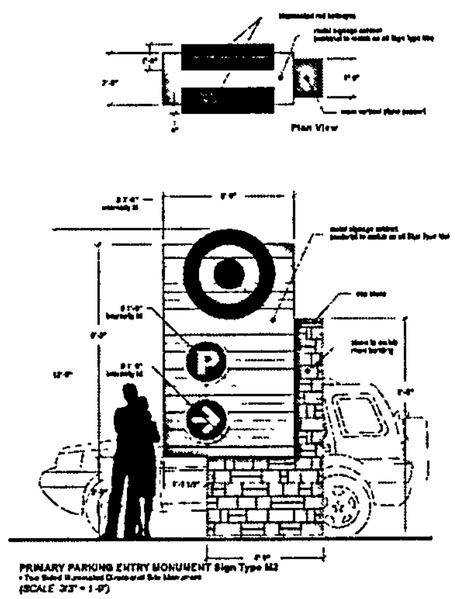
Proposed Sign Type M1



PRIMARY PARKING ENTRY MONUMENT Sign Type M1
(SCALE 3/8" = 1'-0")

Wayfinding Recommendations: Sign Types | Entry
July 4, 2011 | Target T2613 Albuquerque Uptown, NM | Page 2.0

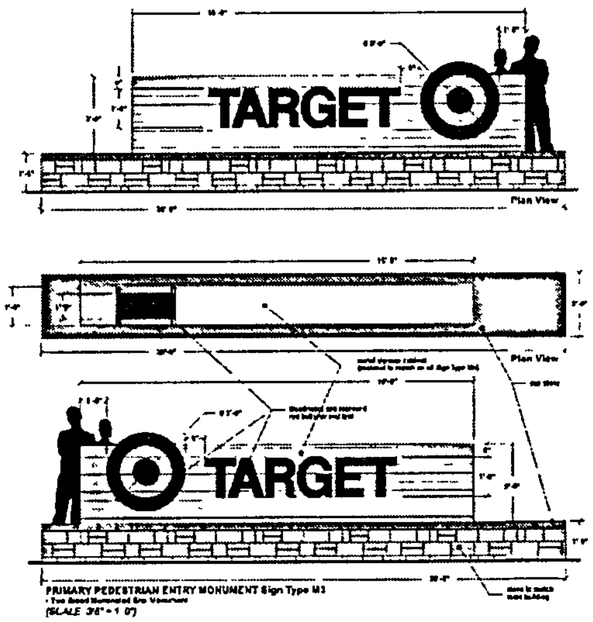
Proposed Sign Type M2



PRIMARY PARKING ENTRY MONUMENT Sign Type M2
(SCALE 3/8" = 1'-0")

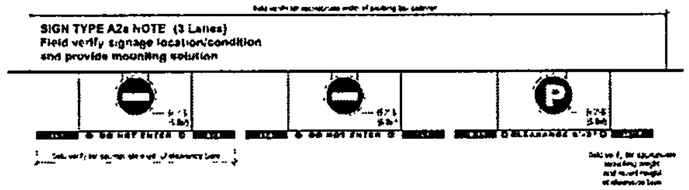
Wayfinding Recommendations: Sign Types | Entry
July 4, 2011 | Target T2613 Albuquerque Uptown, NM | Page 2.1

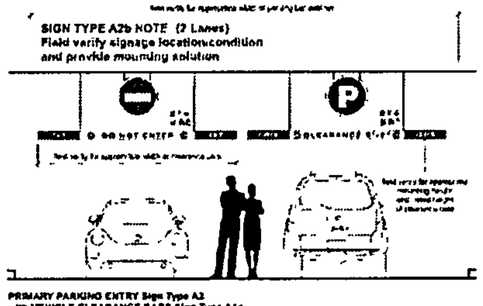
Proposed Sign Type M3



PRIMARY PEDESTRIAN ENTRY MONUMENT Sign Type M3
(SCALE 3/8" = 1'-0")

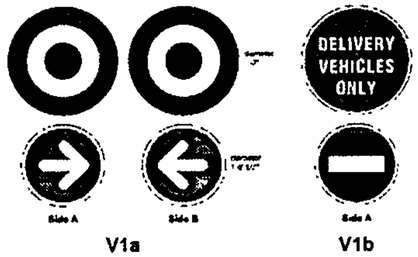
Wayfinding Recommendations: Sign Types | Entry
July 4, 2011 | Target T2613 Albuquerque Uptown, NM | Page 2.1


SIGN TYPE A2a NOTE (3 Lanes)
Field verify signage location/condition
and provide mounting solution

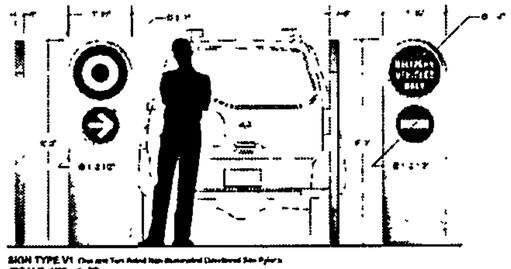

SIGN TYPE A2b NOTE (2 Lanes)
Field verify signage location/condition
and provide mounting solution

PRIMARY PARKING ENTRY Sign Type A2
with VEHICLE CLEARANCE BARS Sign Type A4c
SIGN TYPE A2
SIGN TYPE A4c
(SCALE 1/4" = 1'-0")

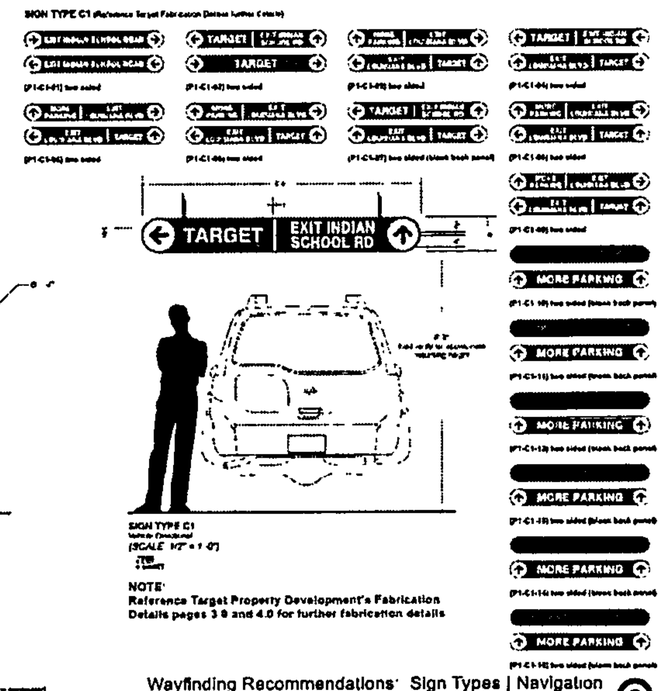
Wayfinding Recommendations: Sign Types | Entry
October 4, 2011 | Target T2613 Albuquerque Uptown NM | Page 2.2



V1a V1b


SIGN TYPE V1
(SCALE 1/2" = 1'-0")

V1 Freestanding Pylon


SIGN TYPE C1

SIGN TYPE C1
(SCALE 1/2" = 1'-0")

NOTE:
Reference Target Property Development's Fabrication Details pages 3.0 and 4.0 for further fabrication details

Wayfinding Recommendations: Sign Types | Navigation
July 4, 2011 | Target T2613 Albuquerque Uptown, NM | Page 2.3

Dekker Perich Sabatini

ARCHITECT

ENGINEER

PROJECT

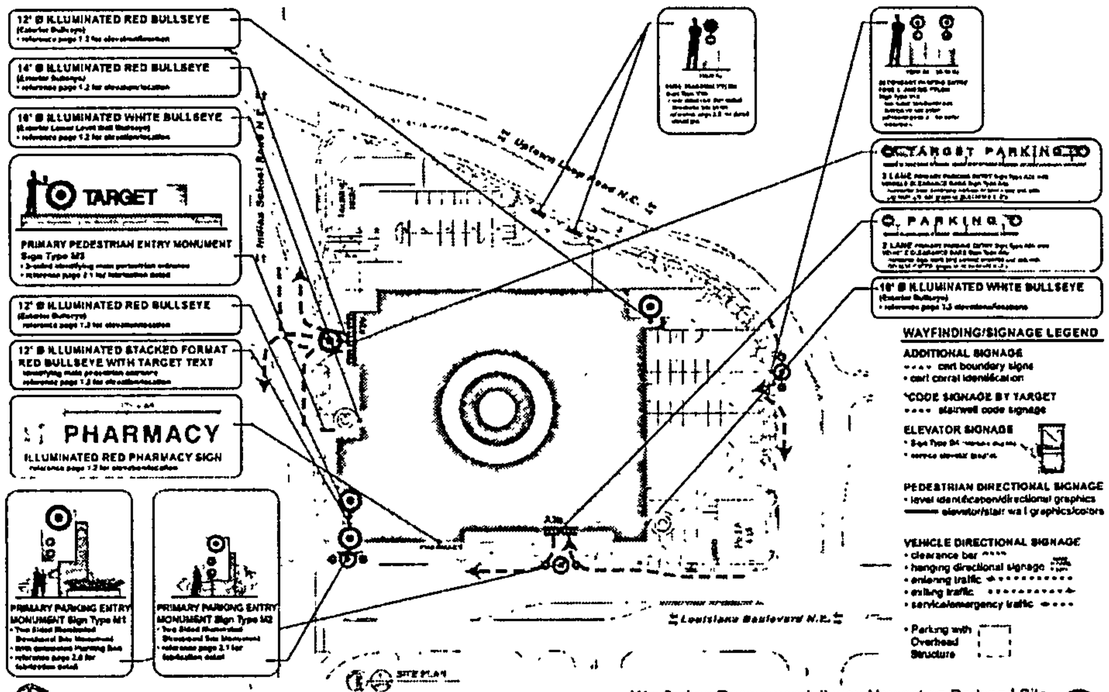
TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

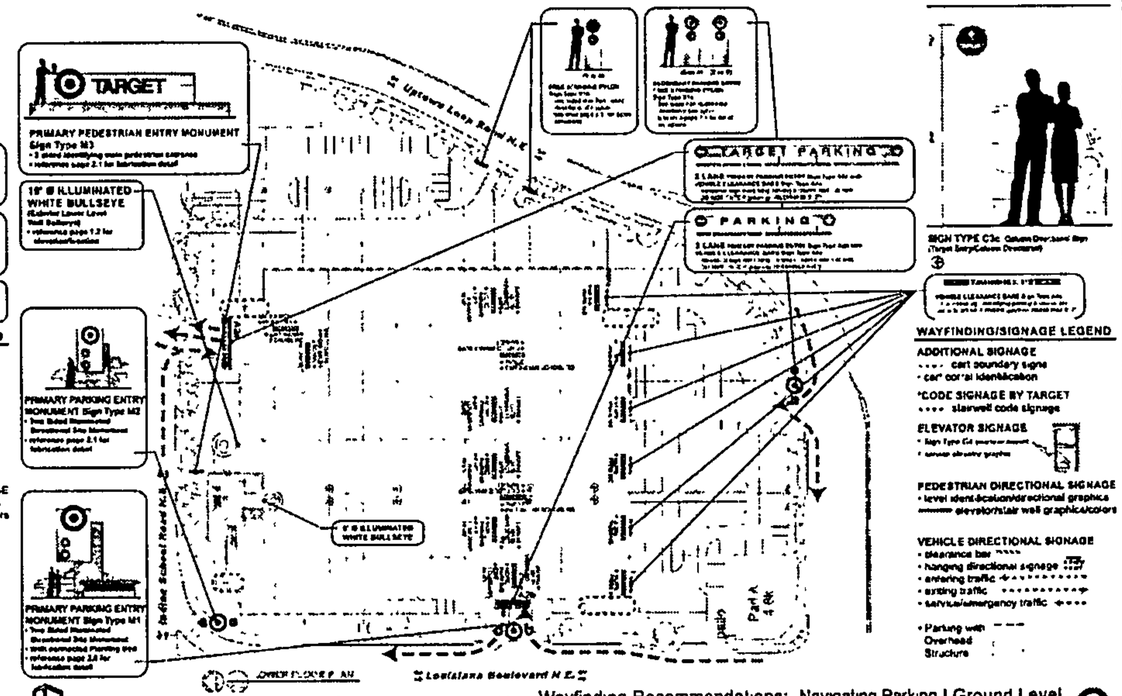
REVISIONS

DRAWN BY	EIDHAL
REVIEWED BY	TARGET
DATE	11/10/2011
PROJECT NO	10-0135

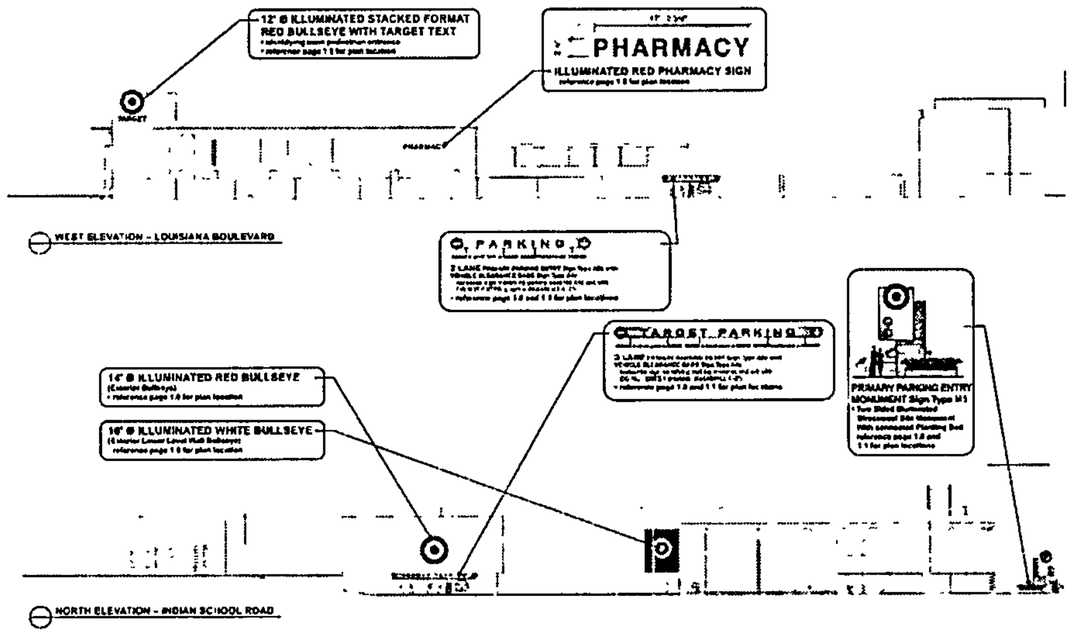
DRAWING NAME
WAYFINDING SIGN TYPES AND FABRICATION DETAILS



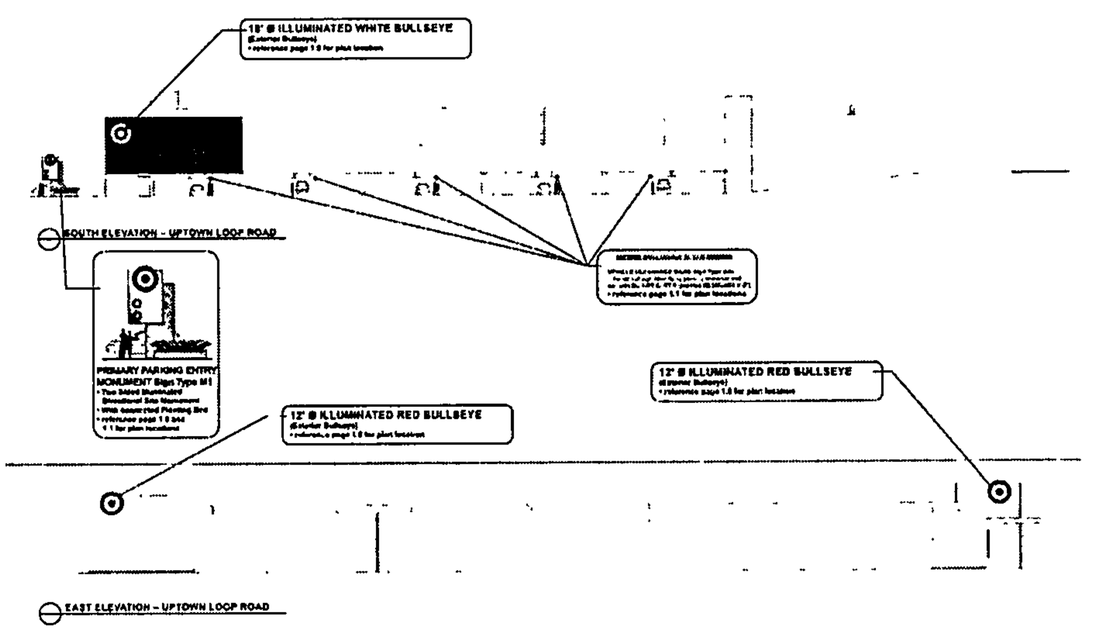
Wayfinding Recommendations: Navigating Parking | Site



Wayfinding Recommendations: Navigating Parking | Ground Level



Wayfinding Recommendations: Target Signage | Building Elevations



Wayfinding Recommendations Target Signage | Building Elevations

Dekker Perich Sabatini
7601 Jefferson NE Suite 180
Albuquerque NM 87109
505 761 9700
Fax 761 9711
dps@dpsdesign.org
ARCHITECT
ENGINEER
PROJECT

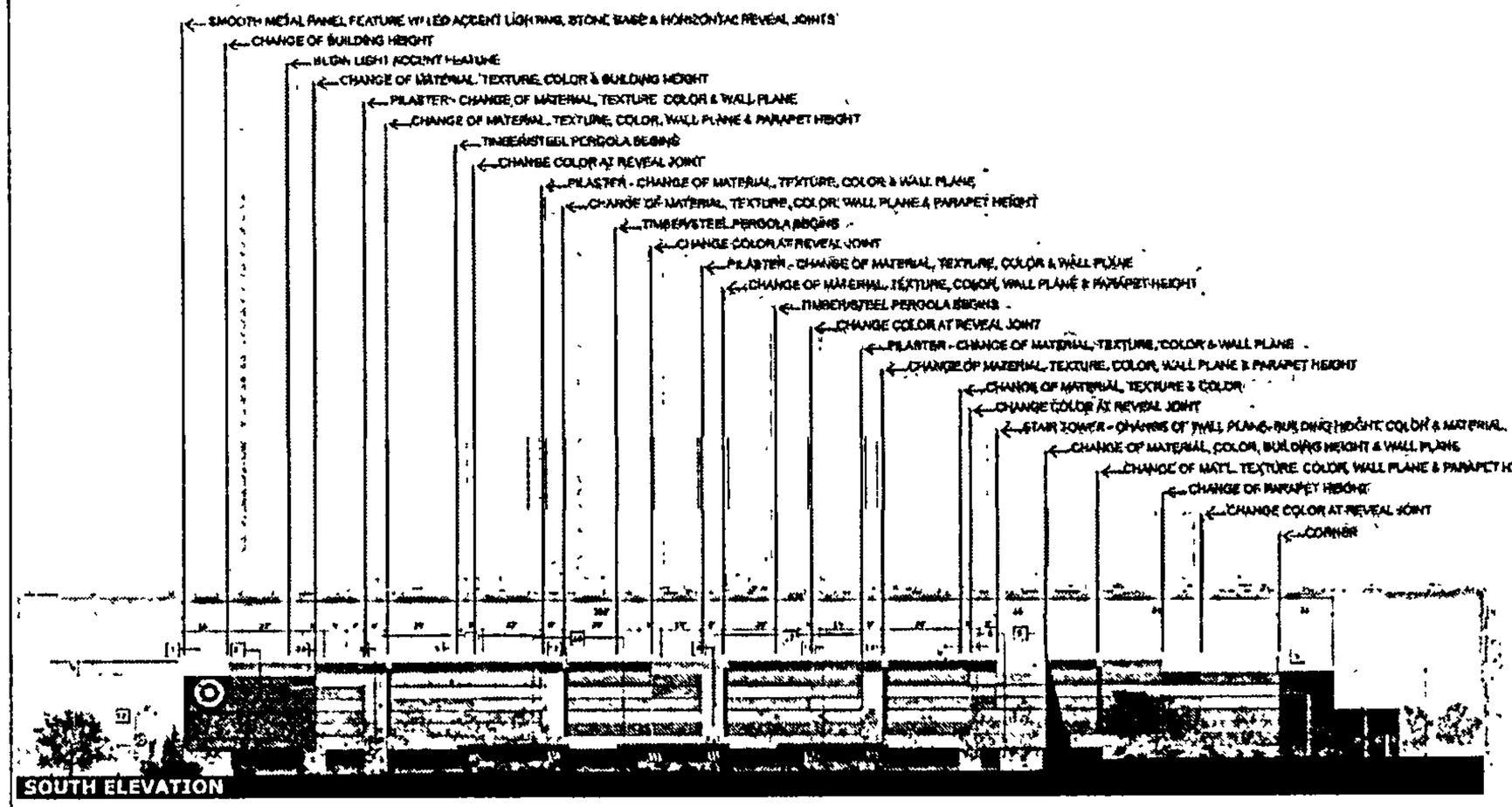
TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

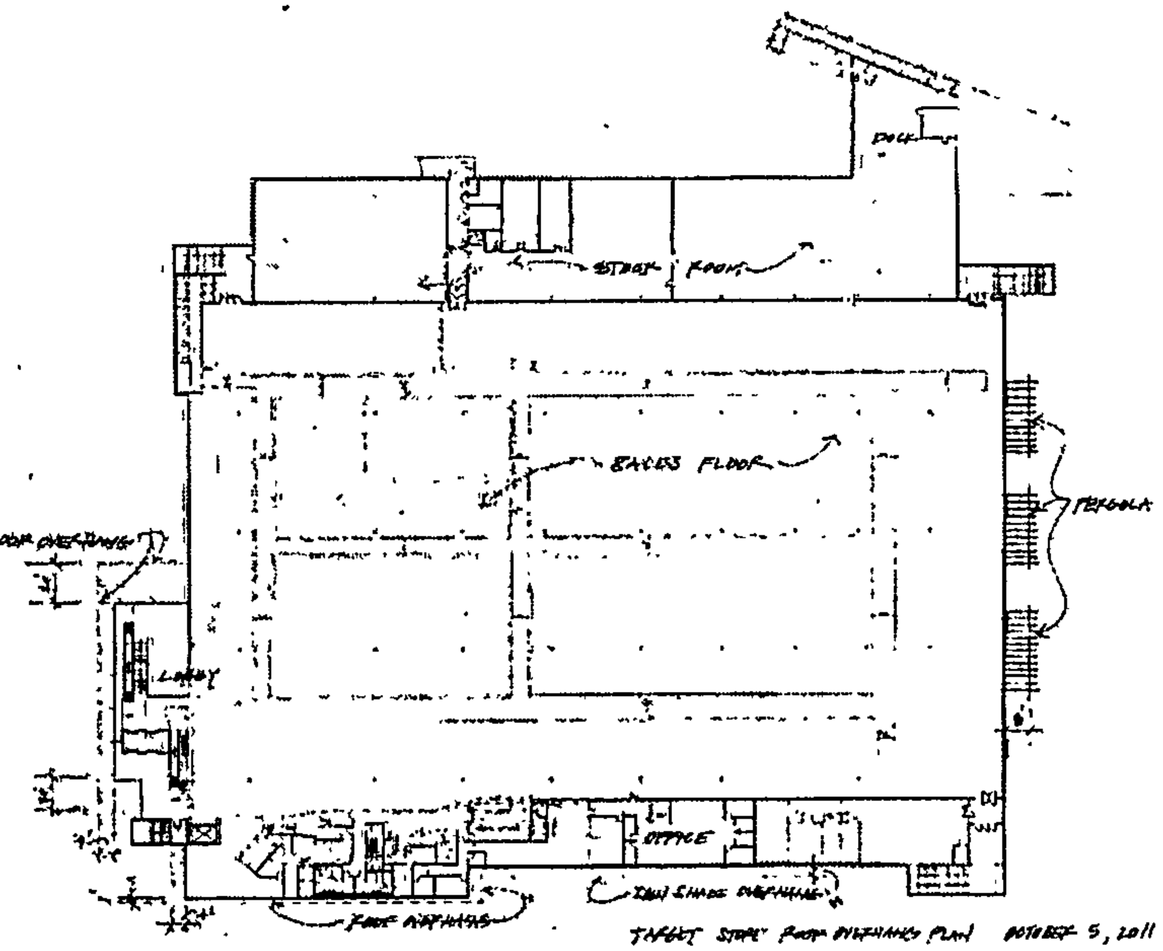
REVISIONS
1
2
3
4

DRAWN BY	EKOHAL
REVIEWED BY	TARGET
DATE	11/10/2011
PROJECT NO.	10-0135

DRAWING NAME
WAYFINDING SITE, ELEVATIONS, AND SIGNAGE PLANS

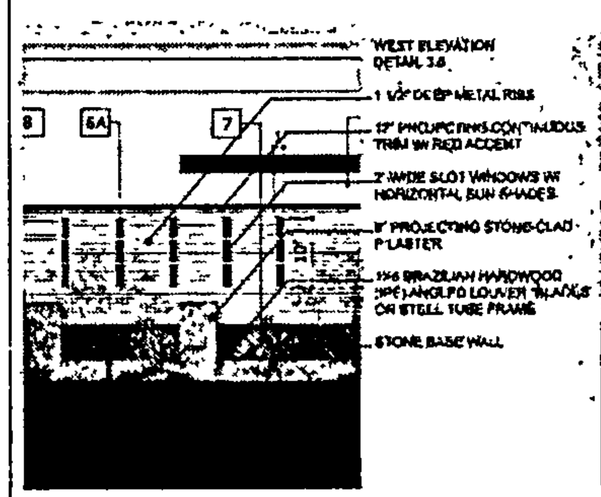


SOUTH ELEVATION

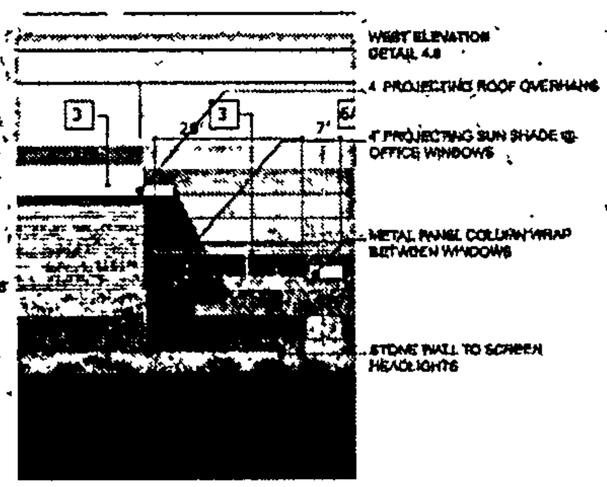


NORTH

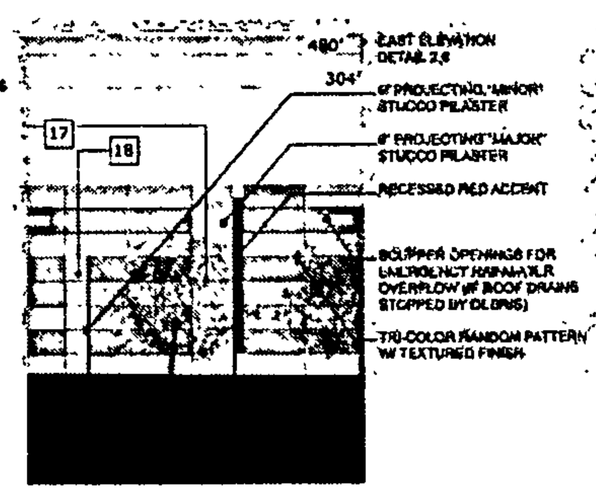
C4 FLOOR PLAN with ROOF OVERHANGS



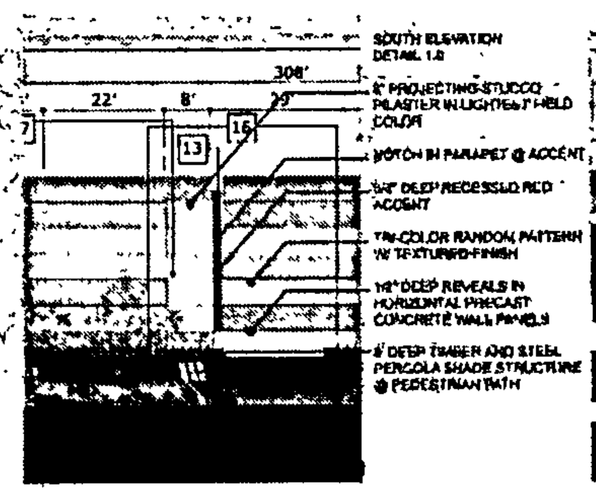
A1 WEST ELEVATION DETAIL



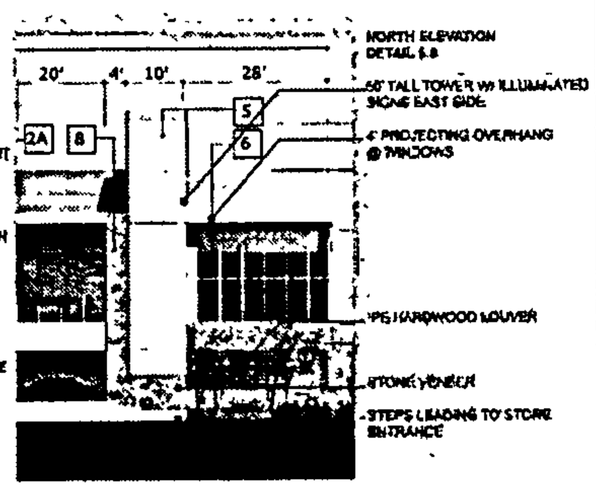
A2 WEST ELEVATION DETAIL



A3 EAST ELEVATION DETAIL



A4 SOUTH ELEVATION DETAIL



A5 NORTH ELEVATION DETAIL

ALBUQUERQUE UPTOWN, NM ELEVATION DETAILS **TARGET STORE DESIGN** OCTOBER 4 2011

architecture
interiors
landscape
planning
engineering

Dekker
Perich
Sabatini

7601 Jefferson NE Suite 100
Albuquerque NM 87109
505 761 9700
fax 761-4222
dps@dpsdesign.org

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

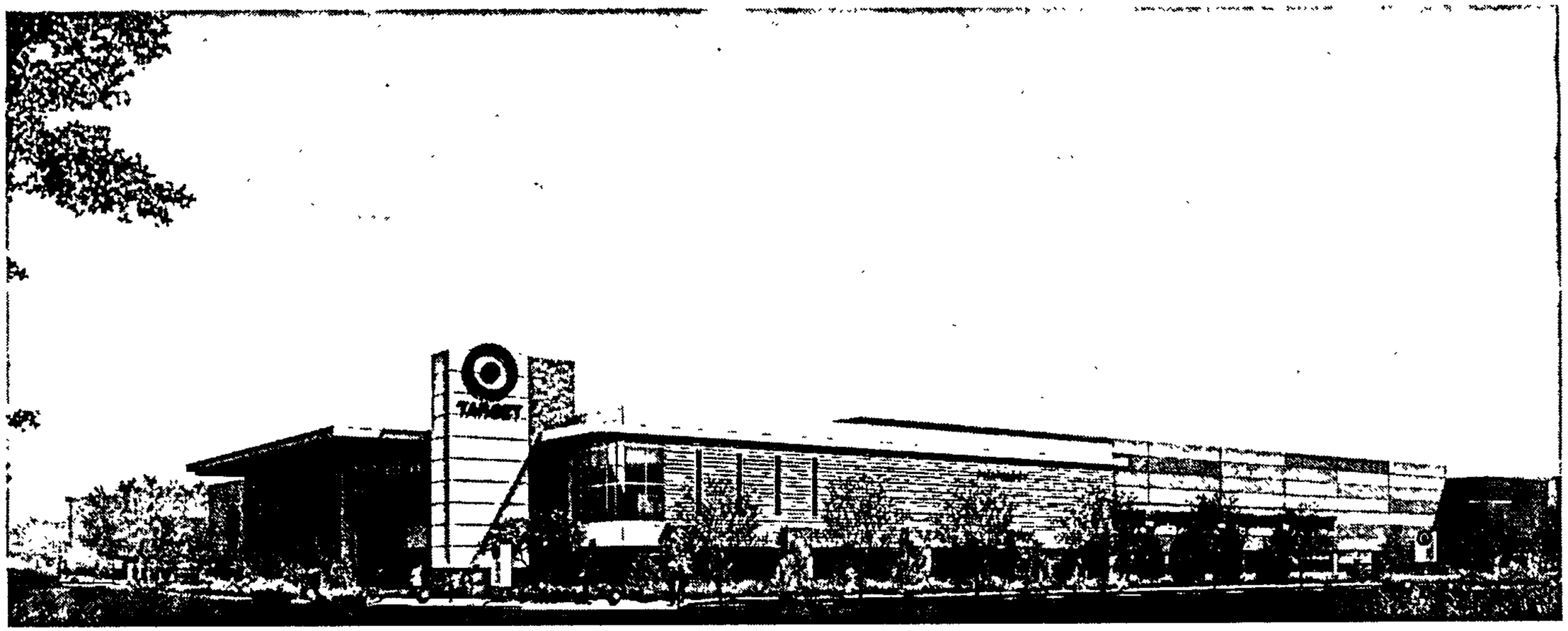
DRB SUBMITTAL

REVISIONS
1
2
3
4

DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	11/10/2011
PROJECT NO	10-0136

DRAWING NAME

ARTICULATION COMPLIANCE



ALBUQUERQUE UPTOWN, NM

PERSPECTIVE VIEW

TARGET STORE DESIGN
OCTOBER 20, 2011

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Albuquerque NM 87109
505 761-9700
fax 761-9711
dps@dpsdesign.org

ARCHITECT

ENGINEER

PROJECT

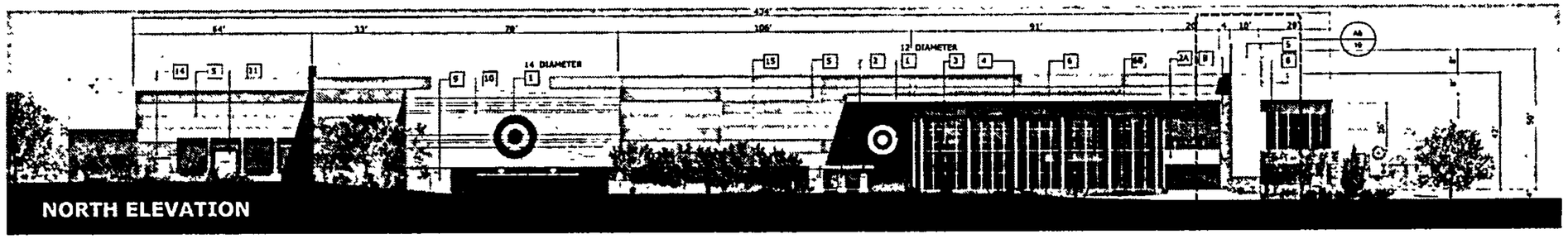
TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

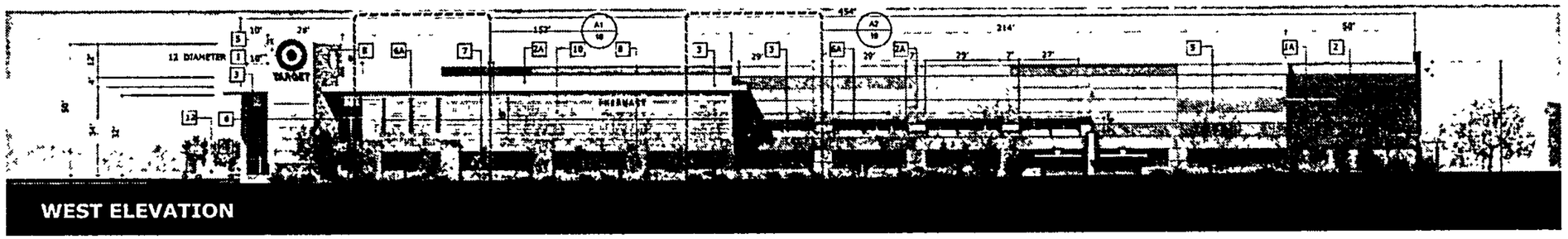
REVISIONS
1
2
3
4

DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	11/10/2011
PROJECT NO	10-0136

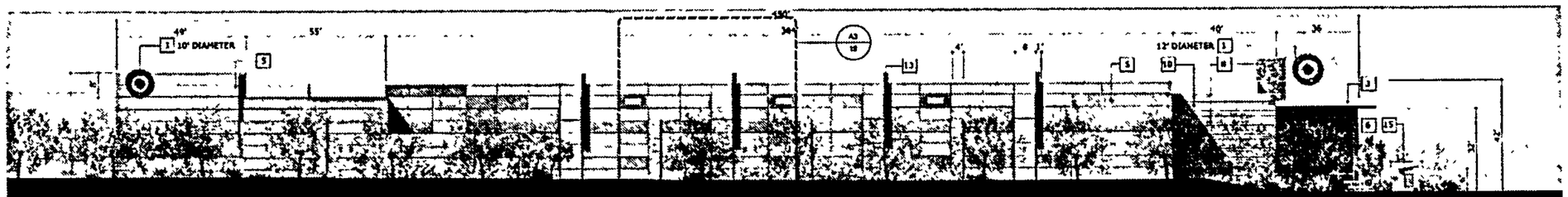
DRAWING NAME
TARGET PERSPECTIVES



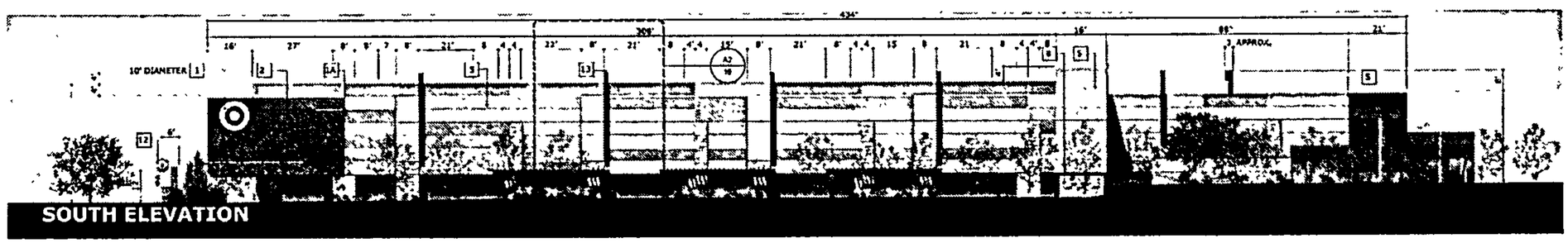
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

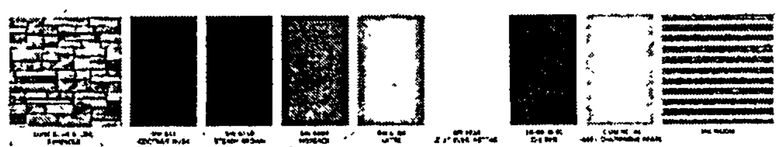


SOUTH ELEVATION

KEY NOTES

1	INTERNALLY ILLUMINATED SIGN	6	GLASS CURTAIN WALL W/ VISION GLASS	11	LOADING DOCK DOORS
1A	INTERNALLY ILLUMINATED ACCENT	6A	VISION GLASS WINDOWS	12	MONUMENT SIGN INTERNALLY ILLUMINATED
2	SMOOTH METAL PANEL C 3 RED	6B	SPANDREL GLASS	13	PAINTED ACCENT C 3 RED
2A	SMOOTH METAL PANEL C-20 CHAMPAGNE	7	IPE WOOD SCREEN	14	COMPACTOR CONTAINER
3	METAL CANOPY	8	MANUFACTURED STONE	15	BUS SHELTER
4	METAL COLUMNS C-20 CHAMPAGNE	9	HOLLOW METAL EXIT DOORS		
5	CONCRETE TILT WALL WITH CAST REVEALS AND TEXTURED PAINT	10	RIBBED METAL PANEL C-20 CHAMPAGNE		

NOTE DIMENSIONS ROUNDED TO THE NEAREST FOOT



ALBUQUERQUE UPTOWN, NM

ELEVATIONS TARGET STORE DESIGN
NOVEMBER 10 2011

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7601 Jefferson NE Suite 100
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ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

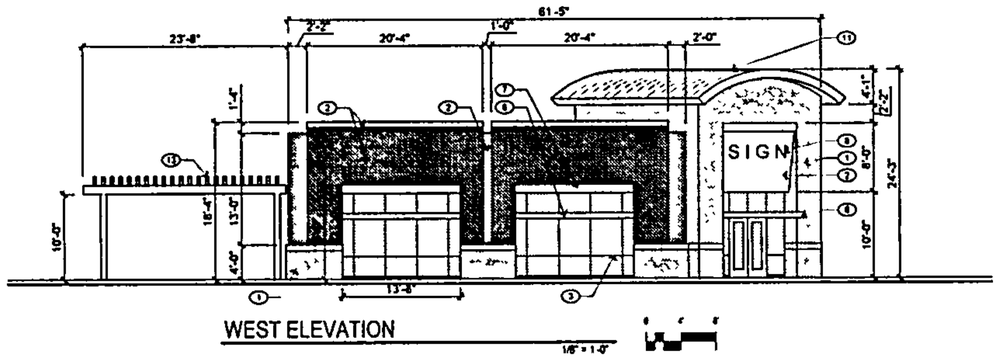
DRB SUBMITTAL

REVISIONS

DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	11/10/2011
PROJECT NO	10-0135

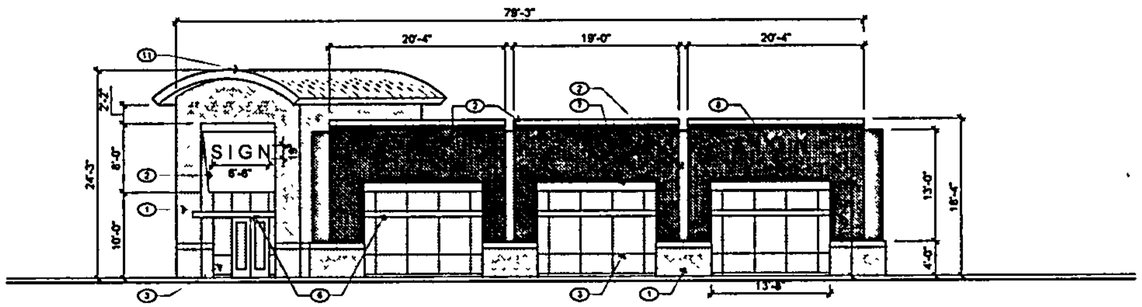
DRAWING NAME

TARGET ELEVATIONS



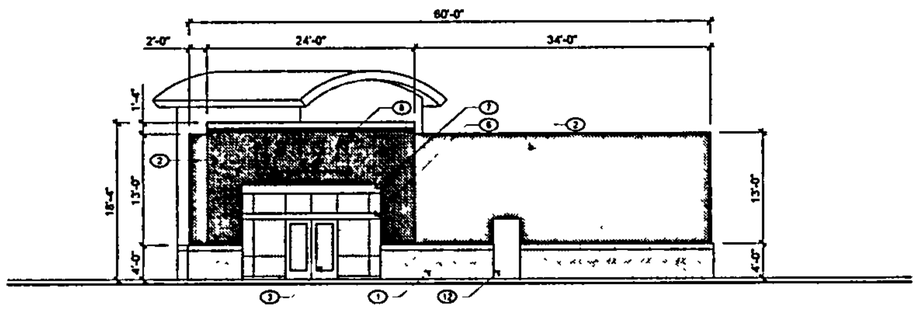
WEST ELEVATION

1/8" = 1'-0"



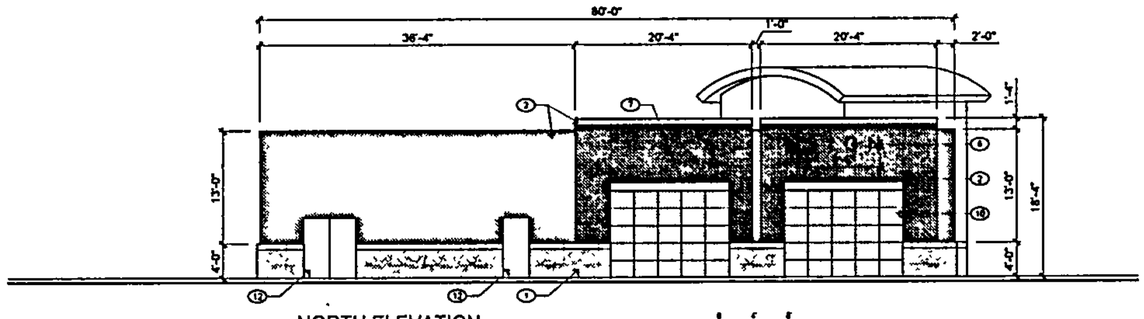
SOUTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

GENERAL NOTES

A. ALL BUILDING FACADES SHALL BE COMPOSED OF THE DESIGN ELEMENTS SHOWN OR DESCRIBED IN THIS PLAN DESIGN ELEMENTS INCLUDE AS EXAMPLES THE BUILDING COLORS MASSING WINDOWS DOORS TRELLIS AND PORTALS THESE DESIGN ELEMENTS NEED NOT BE ARRANGED AS SHOWN ON THIS PLAN BUT MAY BE FREELY INTERCHANGED TO ACCOMMODATE FUTURE TENANTS

B. ENTRY STOREFRONTS TO THE BUILDING MAY BE MODIFIED TO ACCOMMODATE SPECIFIC NEEDS OF FUTURE TENANTS THESE STOREFRONTS ARE TO MAINTAIN THE OVERALL DESIGN INTENT OF THE BUILDINGS AS SHOWN AND MUST BE COMPATIBLE WITH THE BUILDING FACADES IN TERMS OF QUALITY OF MATERIALS AND SYSTEMS

C SIGNAGE AS SHOWN IS FOR ILLUSTRATION PURPOSES AND MAY CHANGE TO MEET FUTURE TENANT REQUIREMENTS

KEYED NOTES

1. CULTURED STONE
2. EXTERIOR INSULATION AND FINISH SYSTEM (STUCCO) SEE FINISH LEGEND FOR COLORS
3 ALUMINUM STOREFRONT
4 OPERABLE ALUMINUM WINDOWS
5. METAL PANELS
6. METAL AWNING
7 EIFS HEADER
8. SIGNAGE INTERNALLY ILLUMINATED INDIVIDUAL LETTERS BOX SIGNS NOT ALLOWED EXCEPT FOR LOGOS. INDICATED SIZE IS APPROXIMATE
9 BALCONY WITH METAL GUARD RAILING AND WOVEN WIRE MESH
10. ALUMINUM OVERHEAD DOOR
11. STANDING SEAM METAL ROOF GALVANIZED
12 HOLLOW METAL DOOR AND FRAME PAINTED TO MATCH ADJACENT EIFS
13 STEEL TRELLIS - PAINTED TO MATCH STUCCO 4
14 PAINTED STEEL SUPPORT RODS
15 PAINTED STEEL DECKING
16 PAINTED STEEL STRUCTURE

FINISH LEGEND

- CULTURED STONE
- STUCCO 1 LIGHT GREY
- STUCCO 2 LIGHT BROWN
- STUCCO 3 MEDIUM BROWN
- STUCCO 4 DARK BROWN
- GLAZING
- ALUMINUM STOREFRONT AND METAL AWNINGS WHITE
- METAL PANELS - CLEAR ANODIZED ALUMINUM

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ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

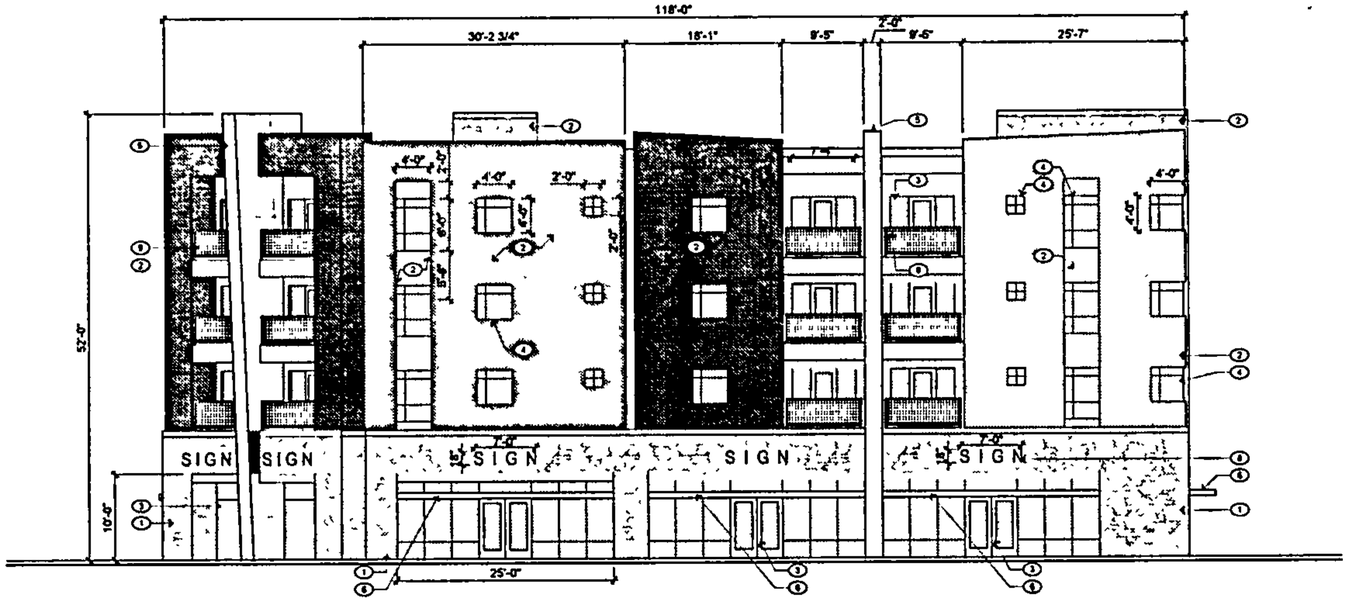
DRB SUBMITTAL

REVISIONS

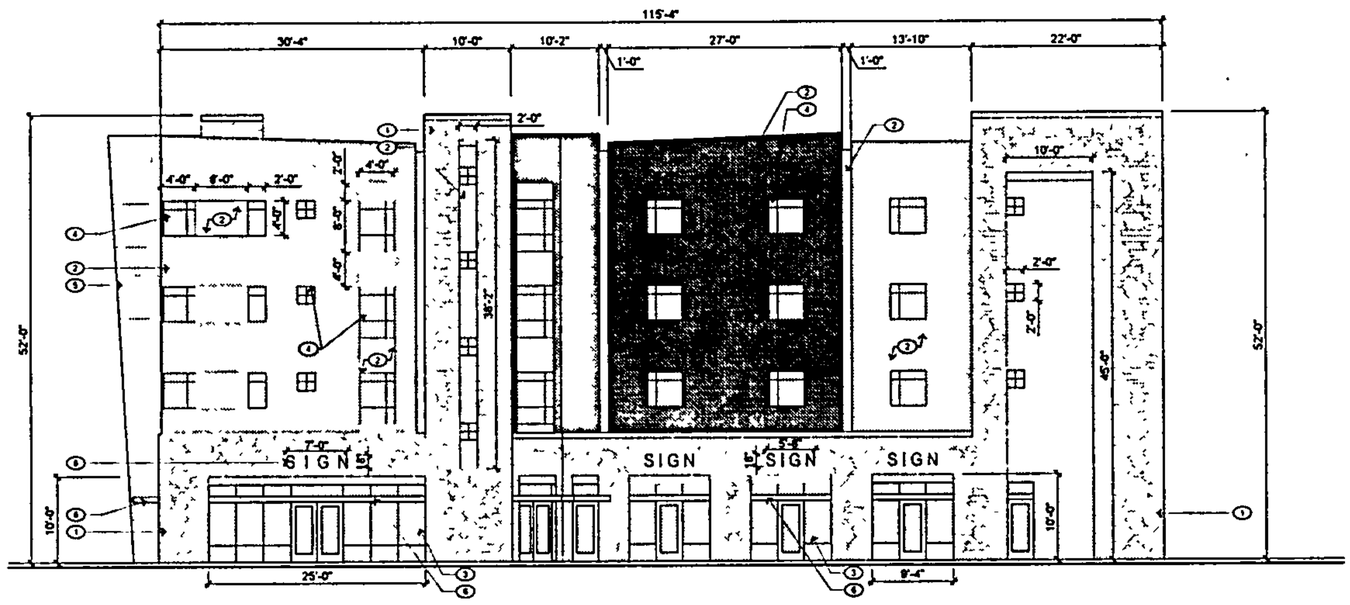
DRAWN BY	CRG TGB
REVIEWED BY	CRG
DATE	11/10/2011
PROJECT NO	10-0135

DRAWING NAME

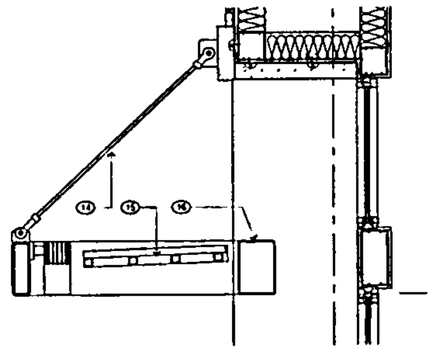
LOT 3
PAD BUILDING
ELEVATIONS



NORTH ELEVATION
EAST ELEVATION SIMILAR OPPOSITE HAND 1/8" = 1'-0"



WEST ELEVATION
SOUTH ELEVATION SIMILAR OPPOSITE HAND 1/8" = 1'-0"



AWNING DETAIL
NTS

GENERAL NOTES

A. ALL BUILDING FACADES SHALL BE COMPOSED OF THE DESIGN ELEMENTS SHOWN OR DESCRIBED IN THIS PLAN DESIGN ELEMENTS INCLUDE AS EXAMPLES THE BUILDING COLORS MASSING WINDOWS, DOORS TRELLIS AND PORTALS THESE DESIGN ELEMENTS NEED NOT BE ARRANGED AS SHOWN ON THIS PLAN BUT MAY BE FREELY INTERCHANGED TO ACCOMMODATE FUTURE TENANTS
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KEYED NOTES

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- STUCCO 4 DARK BROWN
- GLAZING
- ALUMINUM STOREFRONT AND METAL AWNINGS WHITE
- METAL PANELS - CLEAR ANODIZED ALUMINUM

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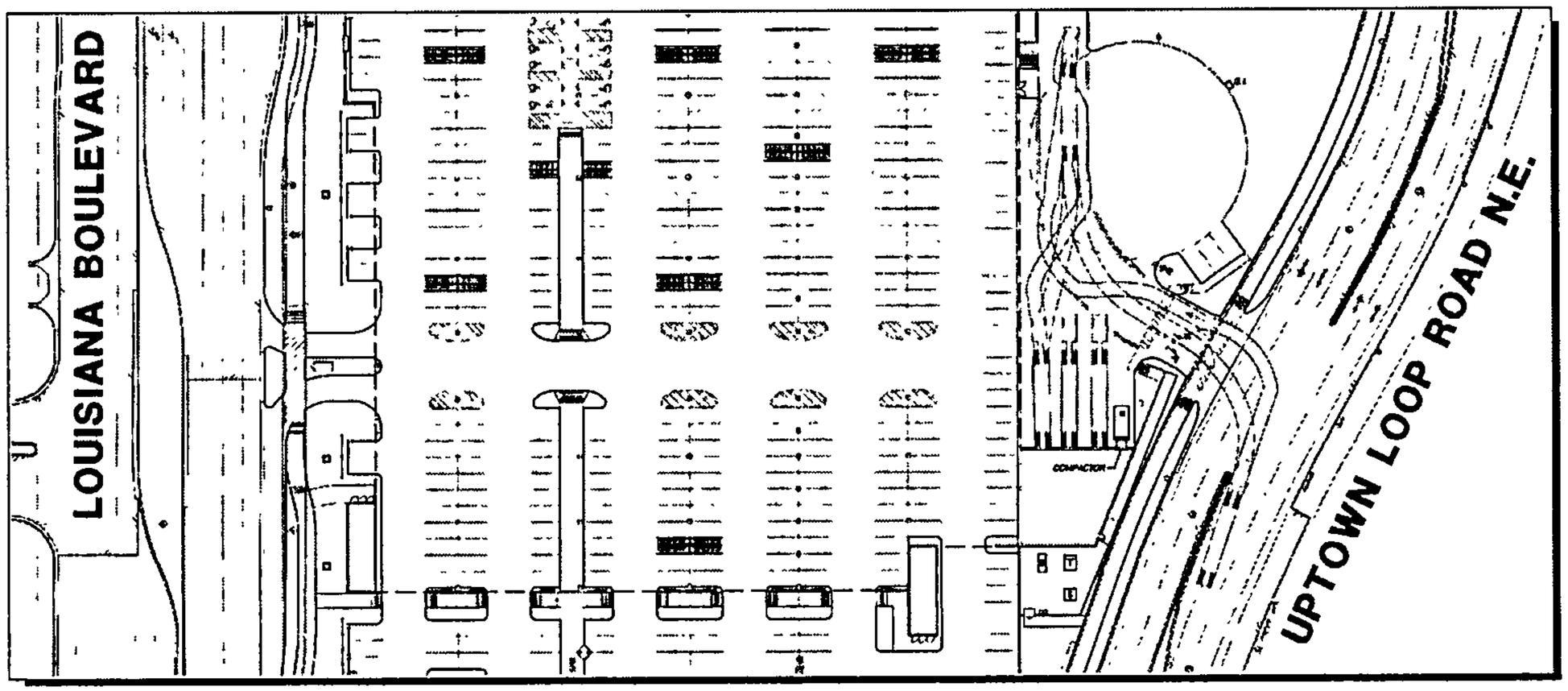
TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

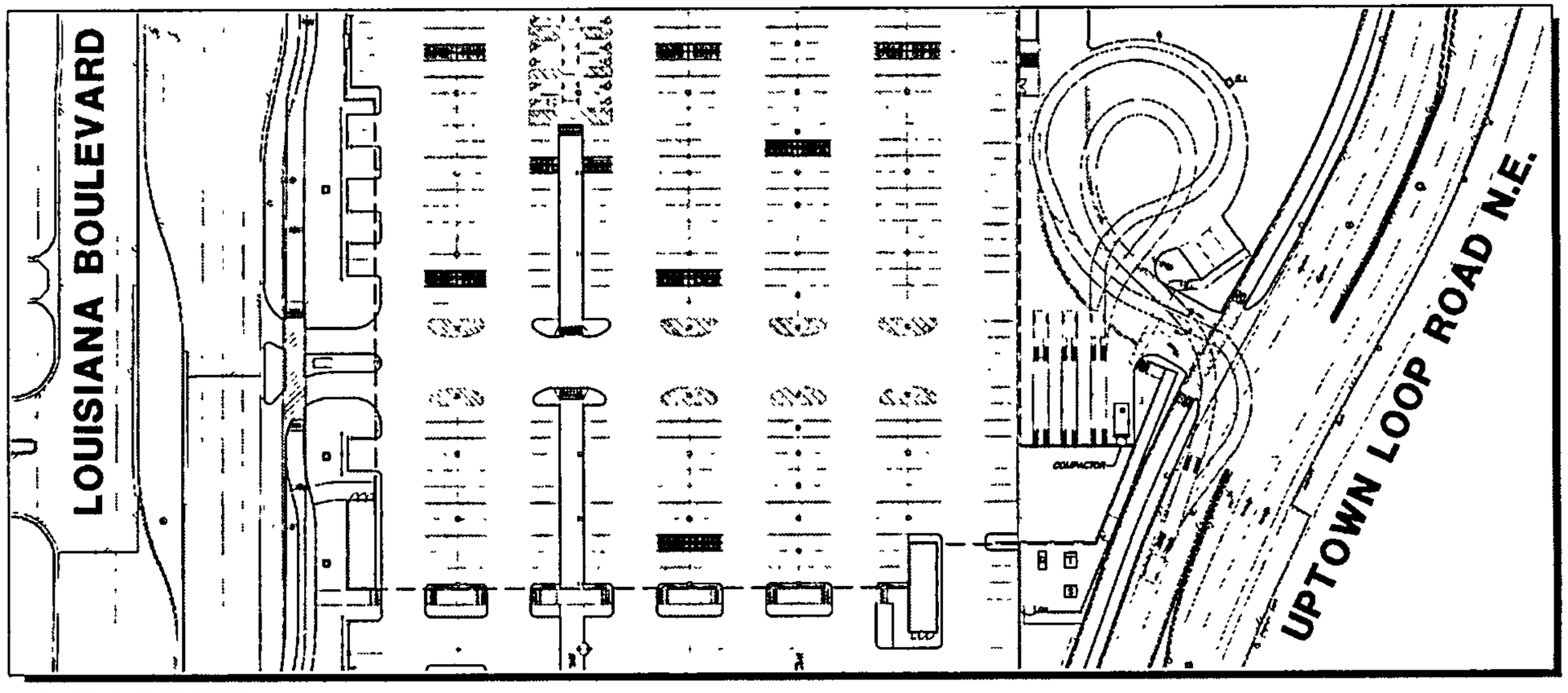
REVISIONS

DRAWN BY	CRG TGB
REVIEWED BY	CRG
DATE	11/10/2011
PROJECT NO	10-0135
DRAWING NAME	

LOT 2
MIXED USE
ELEVATIONS



ARRIVAL



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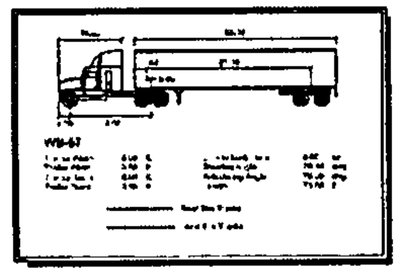

VEHICLE

T-2813 ALBUQUERQUE UPTOWN, NM

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Consulting Engineers
14001 Quorum Drive, Suite 200
Dallas, Texas 75254
Office 972-385-2272 Fax 972-386-1627

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

TITLE: TRUCK ACCESS PLAN
TARGET - UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
D.R.C. Chair			WATER		
TRANS. DEV.			WASTE WATER		
HYDROLOGY			TRAF. OPER.		

14 of 21

PROJECT NO. 001-002 | MAP NO. J-18-Z | SHEET DRB-C6

SURVEY INFORMATION
FIELD NOTES
NO | BY | DATE

BENCH MARKS
1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-118", ELEVATION 5283.222 (NAVD 1988)

AS BUILT INFORMATION
CONTRACTOR
MICRO-FILM INFORMATION
RECORDED BY | DATE
NO

ENGINEERS SEAL
PRELIMINARY
REVIEW COORDINATION
PURPOSES ONLY

NO	DATE	REVISIONS	BY
		REMARKS	

DESIGN
DESIGNED BY LAC DATE 09 22 11
DRAWN BY LAC DATE 09 22 11
CHECKED BY LAC DATE 09 22 11

INDIAN SCHOOL ROAD N.E.

LOUISIANA BOULEVARD N.E.
(VARIABLE WIDTH RIGHT-OF-WAY)

UPTOWN LOOP ROAD N.E.
(65' RIGHT-OF-WAY)

F.F.=5281.25

F.F.=
5295.25

BUILDING 2
(FUTURE)

BUILDING 3
(FUTURE)

N

0 20' 40' 80'
1"=40'

LEGEND

	PROP CLEAN OUT
	PROP DRAIN INLET
	PROP WATER LINE
	PROP WATER MANHOLE
	PROP FIRE HYDRANT
	PROP GATE VALVE
	EXIST WATER LINE
	EXIST GATE VALVE
	EXISTING FIRE HYDRANT
	PROP SANITARY SEWER LINE
	PROP SANITARY SEWER MANHOLE
	EXIST SANITARY SEWER MANHOLE TO REMAIN
	PROP STORM SEWER LINE
	PROP STORM SEWER MANHOLE
	EXIST STORM SEWER LINE
	EXIST STORM SEWER MANHOLE
	PROPOSED ELECTRIC TRANSFORMER
	PROPOSED ELECTRIC SWITCHGEAR
	EXIST UNDERGROUND ELECTRIC
	EXIST GAS LINE
	EXIST FIBER OPTIC
	EXIST TELEVISION LINE

SURVEY INFORMATION
FIELD NOTES
NO | BY | DATE

BENCH MARKS
1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-H116". ELEVATION 5283.222 (NAVD 1988)

AS BUILT INFORMATION
CONTRACTOR
ALL
NORTH EAST
DRAWING BY
CHECKED BY
DATE

MICRO-FILM INFORMATION
RECORDED BY
DATE
NGVD
NORTHING
EASTING
ELEVATION

ENGINEERS SEAL

PRELIMINARY
REVIEW-COORDINATION
PURPOSES ONLY

NO	DATE	REVISIONS	BY
		DESIGN	
		DRAWN BY LAC DATE 09 22 11	
		CHECKED BY CAC DATE 09 22 11	
		APPROVED BY LAC DATE 09 22 11	

T-2813 ALBUQUERQUE UPTOWN, NM

LCA Lawrence A. Cates & Associates, LLP
Consulting Engineers
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Dallas, Texas 75243
Office: 972 385-2272 Fax: 972-644-3477

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

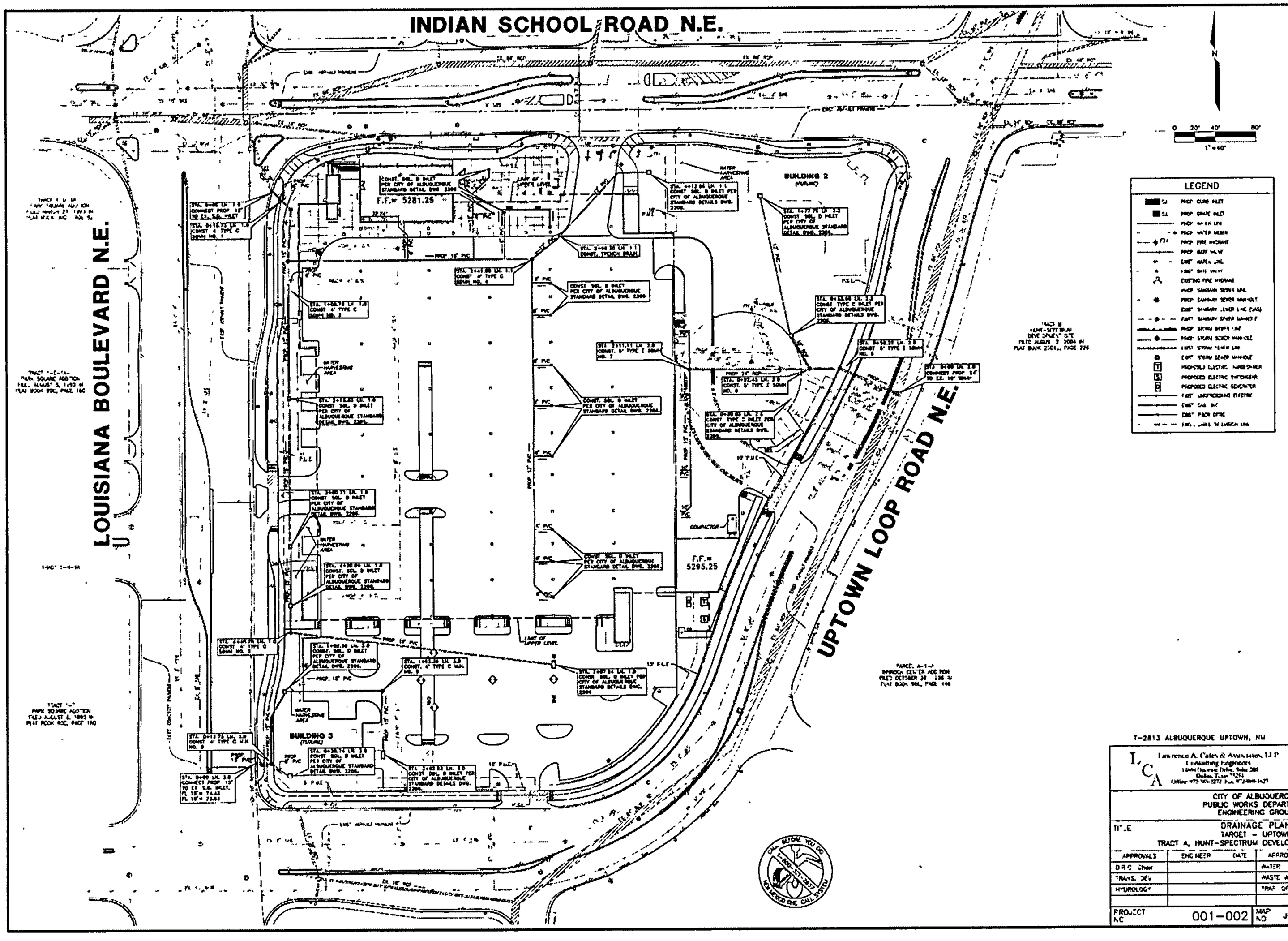
TITLE: WATER & SANITARY SEWER PLAN
TARGET – UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
D.R.C. Chair			WATER		
TRANS. DEV			WASTE WATER		
HYDROLOGY			TRAF. ENGR		

13 of 21

PROJECT NO 001-002 | MAP NO J-19-Z | SHEET DRB-C5

CALL BEFORE YOU DIG 1-800-321-2537 NEW MEXICO ONE CALL SYSTEM



T-2813 ALBUQUERQUE UPTOWN, NM

Lawrence A. Cates & Associates, LLP
Consulting Engineers

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

TITLE: DRAINAGE PLAN
TARGET - UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
D.R.C. Chair			WATER		
TRANS. DEV			WASTE WATER		
HYDROLOGY			TRAF OPER		

12 of 21

PROJECT NO 001-002 | MAP NO J-19-Z | SHEET DRB-C4

ENGINEERS SEAL

PRELIMINARY
REVIEW/COORDINATION
PURPOSES ONLY

SURVEY INFORMATION

NO	BY	DATE

FIELD NOTES

BENCH MARKS

1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-H18", ELEVATION 5283.222 (NAVD 1988)

AS BUILT INFORMATION

CONTRACTOR

MICRO-FILM INFORMATION

RECORDED BY

DATE

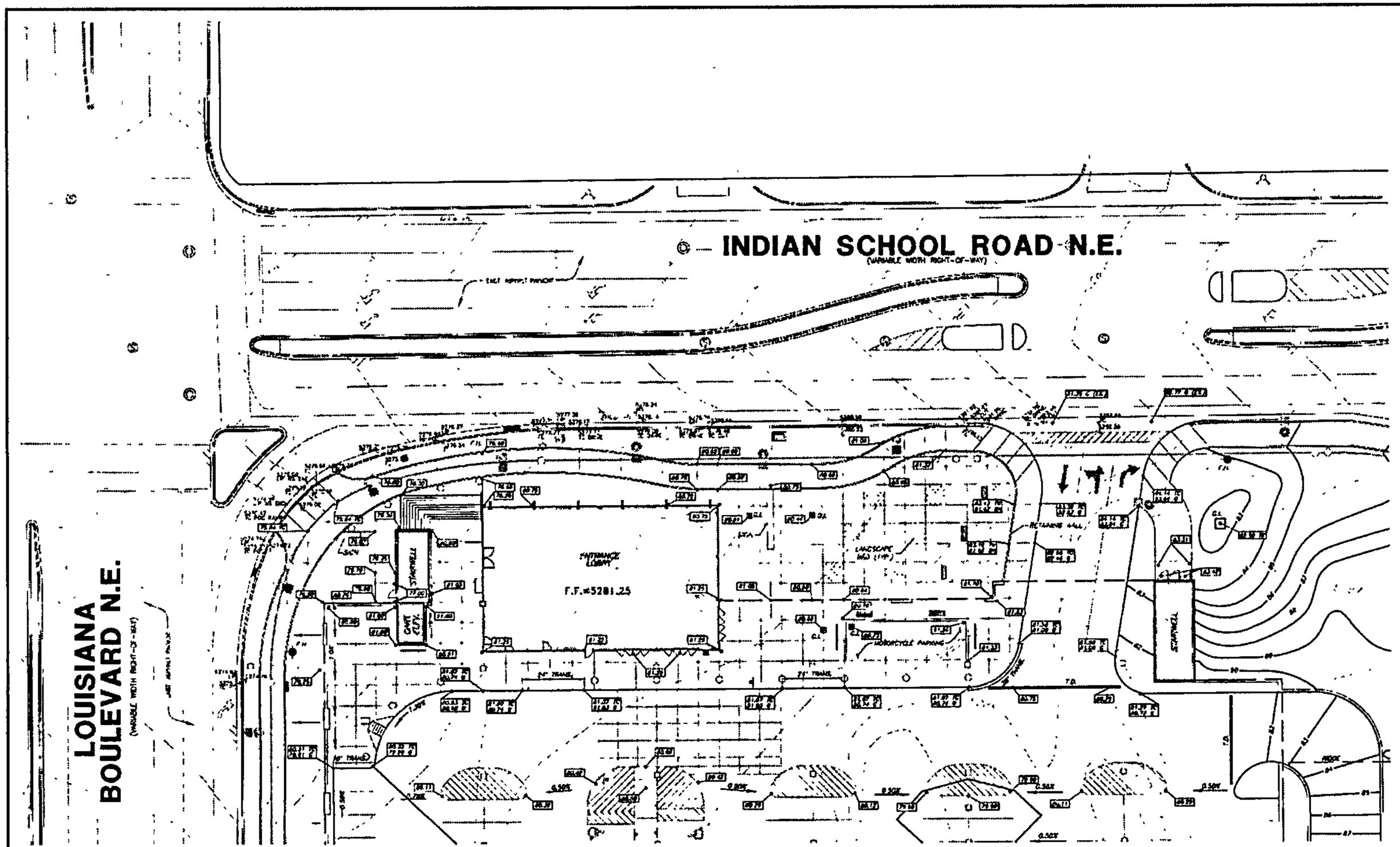
NO

REVISIONS

NO	DATE	REMARKS	BY

DESIGN

DESIGNED BY LAC DATE 09 22 11
DRAWN BY CAC DATE 09 22 11
CHECKED BY LAC DATE 09 22 11



LEGEND

- EXIST FIRE HYDRANT
- EXIST LIGHT POLE
- EXIST SANITARY SEWER MANHOLE
- PROPOSED CURB INLET
- PROPOSED GRATE INLET
- EXIST CONTOUR
- PROP CONTOUR
- PROP SPOT ELEV
- PROP TOP OF CURB & GUTTER ELEVATION

LAWRENCE A. CATES & ASSOC., LLP. (THE "CONSULTANT") CONFIRMS TO TARGET THAT CONSULTANT HAS IDENTIFIED AND USED THE CURRENT VERSION OF ALL LOCAL, STATE, AND FEDERAL ACCESSIBILITY GUIDELINES FOR SITE ACCESSIBILITY AND IN THEIR PROFESSIONAL OPINION THE SITE HAS BEEN DESIGNED IN ACCORDANCE WITH, BUT NOT LIMITED TO, CITY, COUNTY AND STATE ACCESSIBILITY CODES AND THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ABAAG), AS AMENDED

T-2813 ALBUQUERQUE UPTOWN, NM

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CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

TITLE: PLAZA AREA GRADING PLAN
TARGET – UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
D.R.C. Chair			WATER		
TRANS. DEV			WASTE WATER		
HYDROLOGY			TRAF. OPER		

PROJECT NO	001-002	MAP NO	J-18-Z	SHEET	DRB-C3

11 of 21

CALL BEFORE YOU DIG
1-800-321-2537
NEW MEXICO ONE CALL SYSTEM

NO	DATE	REMARKS	BY
		REVISIONS	

DESIGN

DESIGNED BY	LAC	DATE	09 22 11
DRAWN BY	CAC	DATE	09 22 11
CHECKED BY	LAC	DATE	09 22 11

ENGINEERS SEAL

PRELIMINARY
REVIEW/COORDINATION
PURPOSES ONLY

SURVEY INFORMATION

NO	FIELD NOTES	BY	DATE

BENCH MARKS

1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-H18", ELEVATION 5283.222 (NAVD 1988)

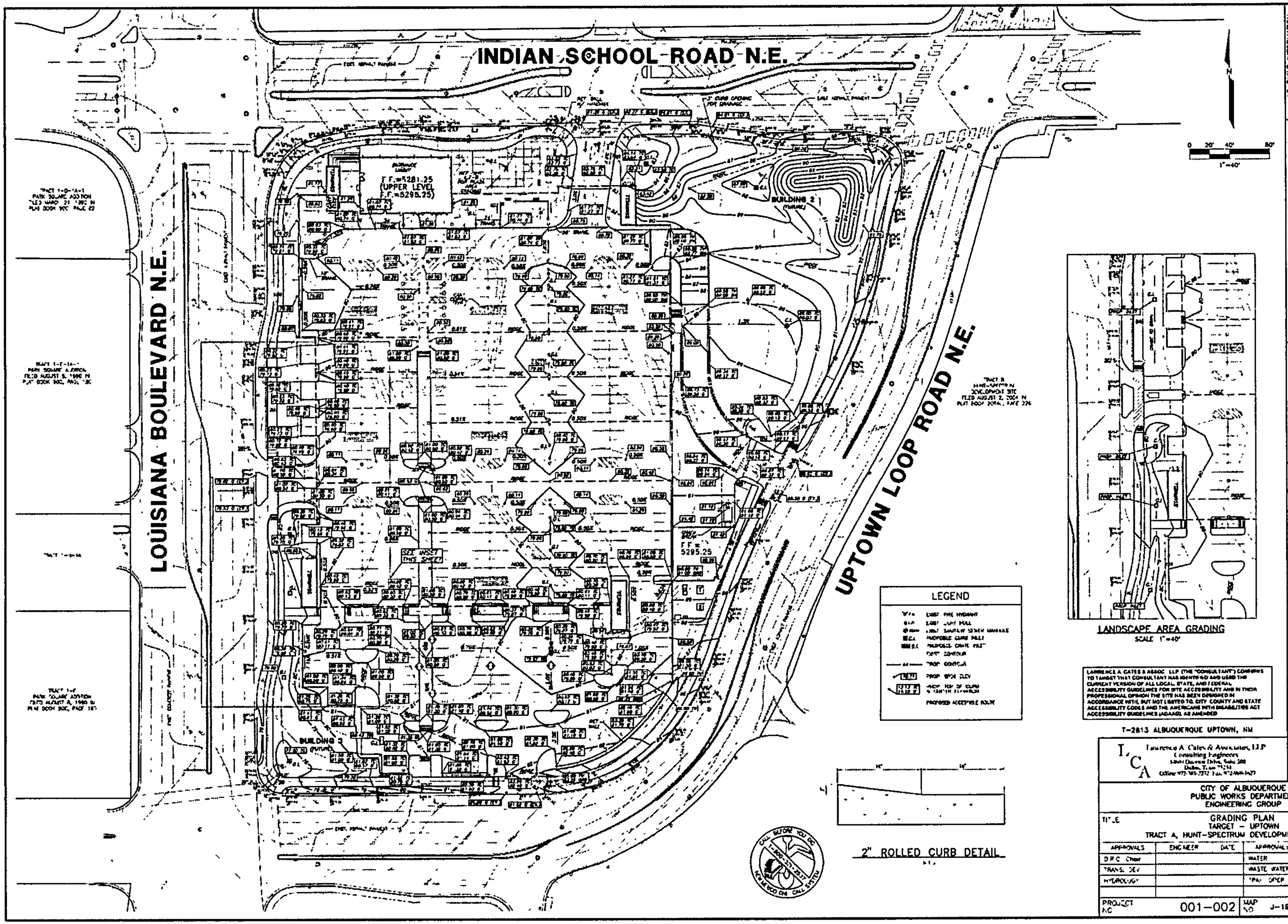
NEW KING		
EASTING		
ELEVATION		

AS BUILT INFORMATION

CONTRACTOR		
		DATE
		DATE
		DATE

MICRO-FILM INFORMATION

RECORDED BY		DATE
NO		



LANDSCAPE AREA GRADING
SCALE 1"=40'

2" ROLLED CURB DETAIL

LAWRENCE A. CATES & ASSOC. LLP (THE "CONSULTANT") CONFIRMS TO TARGET THAT CONSULTANT HAS IDENTIFIED AND USED THE CURRENT VERSION OF ALL LOCAL, STATE, AND FEDERAL ACCESSIBILITY GUIDELINES FOR SITE ACCESSIBILITY AND IN THEIR PROFESSIONAL OPINION THE SITE HAS BEEN DESIGNED IN ACCORDANCE WITH, BUT NOT LIMITED TO, CITY, COUNTY AND STATE ACCESSIBILITY CODES AND THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), AS AMENDED

T-2813 ALBUQUERQUE UPTOWN, NM

Lawrence A. Cates & Associates, LLP
Consulting Engineers
14801 Quorum Drive, Suite 500
Dallas, Texas 75254
Office: 972-385-2272 Fax: 972-960-1677

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

TITLE: GRADING PLAN
TARGET – UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
D.R.C. Chair			WATER		
TRANS. DEV.			WASTE WATER		
HYDROLOGY			TRAF. OPER.		

PROJECT NO. 001-002 | MAP NO. J-19-Z | SHEET DRB-C2

10 of 21

AS BUILT INFORMATION
CONTRACTOR
MICRO-FILM INFORMATION
RECORDED BY
NO.

BENCH MARKS
1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-118". ELEVATION 5283.222 (NAVD 1988)

SURVEY INFORMATION
FIELD NOTES
NO. | BY | DATE

ENGINEERS SEAL

PRELIMINARY
REVIEW/COORDINATION
PURPOSES ONLY

REVISIONS
NO. | DATE | REMARKS | BY
DESIGN
DESIGNED BY LAC DATE 09.22.11
DRAWN BY LAC DATE 09.22.11
CHECKED BY LAC DATE 09.22.11

PROJECT NO	001-002	MAP NO	J-18-Z	SHEET	DRB-C1

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
HYDROLOGY			WATER		
TRANS. DEV			WASTE WATER		
D.R.C. Chair			TRAF. OPER.		

09 of 21

TITLE: DIMENSION CONTROL PLAN
TARGET - UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

I, CA [illegible]

T-28N R3E ALBUQUERQUE UPTOWN, NM

~ PROPERTY LINE CURVE TABLE ~

NO.	BASIS	DELTA	ARC	CH. BEARING	CHORD
C1	130.90'	15°01'00"	34.40'	N 63°08'05" W	34.30'
C2	181.19'	12°32'56"	37.99'	S 82°19'32" E	37.90'
C3	36.00'	106°00'21"	66.60'	N 27°39'04" W	47.82'
C4	687.00'	1°14'36"	14.92'	N 22°13'32" E	14.92'
C5	696.00'	1°00'00"	12.15'	S 21°12'02" W	12.15'
C6	224.88'	28°42'27"	112.72'	N 33°39'11" E	111.54'
C7	13.00'	62°07'38"	14.10'	N 67°51'16" E	13.42'
C8	36.00'	77°01'36"	48.39'	S 82°44'57" E	44.82'
C9	180.00'	13°44'28"	43.17'	S 01°50'46" E	43.07'
C10	180.00'	13°44'28"	43.17'	N 01°50'46" E	43.07'
C11	136.32'	18°34'51"	44.21'	S 08°09'36" W	44.02'
C12	160.67'	18°34'36"	47.11'	N 08°09'36" E	47.04'
C13	150.32'	18°11'27"	44.57'	S 09°09'47" W	44.40'
C14	49.32'	36°19'08"	47.91'	S 46°43'01" W	46.81'
C15	239.32'	13°34'16"	63.01'	S 61°54'05" W	62.84'

PHASE 1 & 2
MARCH CENTER ADDITION
PLAT 2007 SEC. PAGE 646

PHASE 1 & 2
MARCH CENTER ADDITION
FILED OCTOBER 28, 1994 IN
PLAT BOOK SEC. PAGE 646

LEGEND

- FOUND CM MARKED
- SQUARE CUT MARKED
- FOUND CAP MARKED
- FOUND CAP MARKED
- FOUND CAP MARKED
- FOUND CAP MARKED

0 20' 40' 80'

1"=40'

N

UPTOWN LOOP ROAD N.E.

INDIAN SCHOOL ROAD N.E.

LOUISIANA BOULEVARD N.E.

LOT 1

BUILDING 3

BUILDING 3

PRELIMINARY
REVIEW/COORDINATION
PURPOSES ONLY

ENGINEERS SEAL

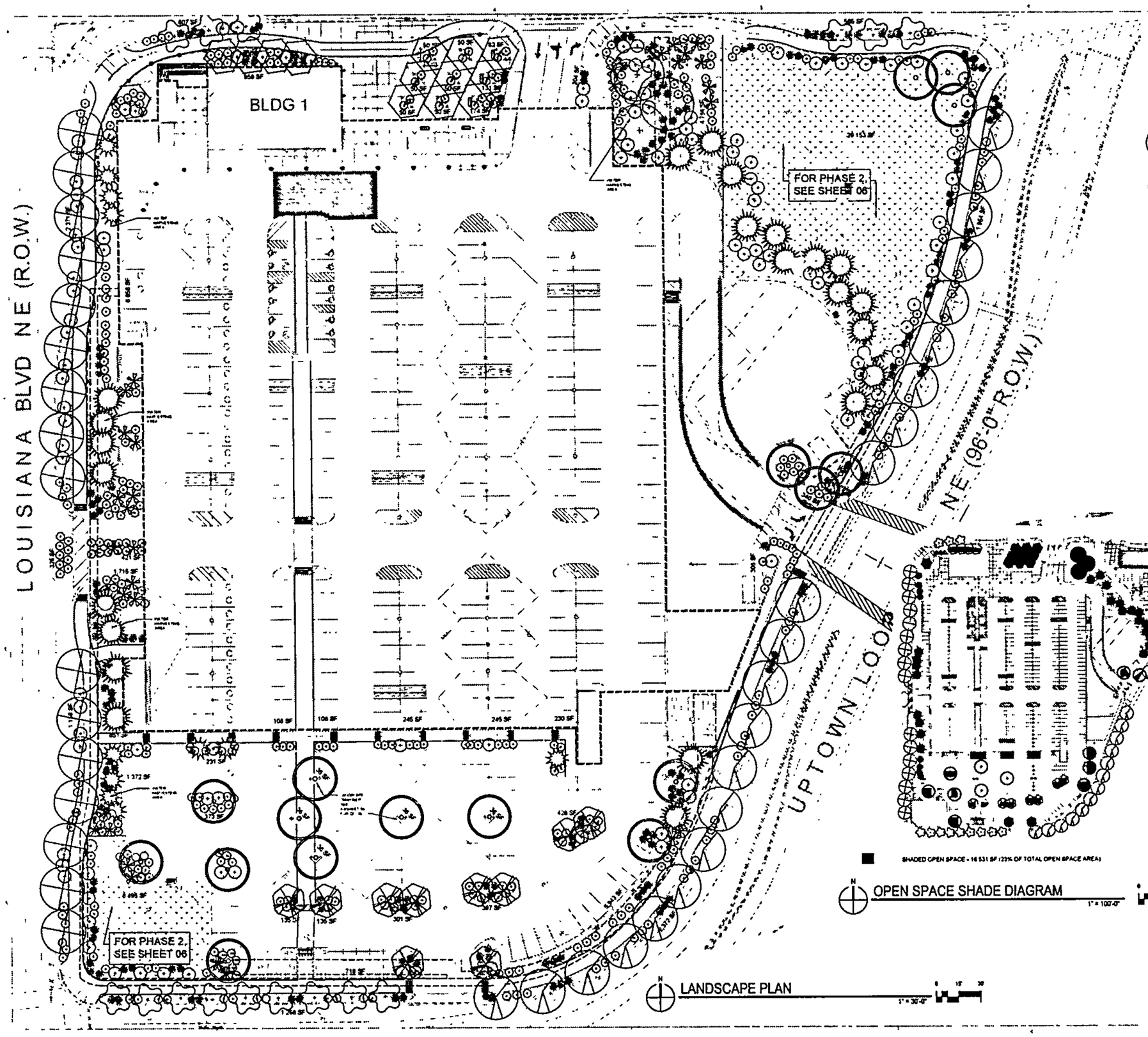
SURVEY INFORMATION
FIELD NOTES
NO | BY | DATE

BENCH MARKS
1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-H16". ELEVATION 5783.227 (NAVD 1988)

AS BUILT INFORMATION
CONTRACTOR
DATE
SUPERVISED BY
DATE
ACCEPTANCE BY
DATE
SURVEYED BY
DATE
MICRO-FILM INFORMATION
RECORDED BY
DATE
NO

NO	DATE	REMARKS	BY
		REVISIONS	
		DESIGN	

DESIGNED BY LAC DATE 06 22 11
DRAWN BY CAC DATE 06 22 11
CHECKED BY LAC DATE 06 22 11



PLANTING LEGEND

TREES

SYM	QTY	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	18	Pistacia chinensis/ CHINESE PISTACHE	3" Cal.	35'x30'/ Medium
	15	Cercis reniformis/ WESTERN REDBUD	2" Cal /B&B Multi-trunked	25'x18'/ Medium
	23	Chilopsis linearis 'Art's Seedless'/ DESERT WILLOW	48" Box/ Multi-trunked	25'x35'/ Low
	3	Populous deltoides wislizeni RIO GRANDE VALLEY COTTONWOOD	2" Cal /B&B	60'x60'/ High
	27	Quercus buckleyi/ TEXAS RED OAK	2" Cal /B&B	25'x25'/ Medium
	16	Quercus muhlenbergii/ CHINQUAPIN OAK	2" Cal./B&B	30'x30'/ Medium
	11	Tilia cordata LITTLELEAF LINDEN	2" Cal /B&B	35'x25'/ Medium
	11	Juniperus chinensis 'Spartan' SPARTAN JUNIPER	6' High/B&B	15'x8'/ Low
	17	Pinus strobiformis/ SOUTHWESTERN WHITE PINE	6' High/B&B	60'x20'/ Low

SHRUBS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	Ephedra trifurca/ TORREY JOINTFIR	1 Gal. Cont.	36"x36"/ Low
	Baccharis x 'Centennial'/ CENTENNIAL BROOM	1 Gal. Cont.	36"x42"/ Low
	Caryopteris clandonensis 'Dark Knight'/ DARK NIGHT BLUE MIST SPIREA	1 Gal. Cont.	48"x48"/ Medium
	Mahonia aquifolia 'Compactum'/ COMPACT MAHONIA	1 Gal. Cont.	24"x48"/ Medium
	Rosmarinus officinalis/ UPRIGHT ROSEMARY	1 Gal. Cont.	60"x48"/ Low
	Rhus aromatica 'Gro-low'/ GRO-LO FRAGRANT SUMAC	1 Gal. Cont.	24"x72"/ Medium
	Salvia greggii/ AUTUMN SAGE	1 Gal. Cont.	30"x36"/ Low
	Verbena bipinnatifida/ PRAIRIE VERBENA	1 Gal. Cont.	6"x36"/ Low
	Callirhoe involucrata/ WINECUPS	1 Gal. Cont.	18"x18"/ Low
	Ceratostigma plumbaginoides/ DWARF PLUMBAGO	1 Gal. Cont.	12"x18"/ Medium
	Gallardia aristata/ BLANKETFLOWER	1 Gal. Cont.	30"x30"/ Low
	Hymenoxys acaulis/ ANGELITA DAISY	1 Gal. Cont.	12"x12"/ Low
	Lavandula angustifolia 'Hidcote Superior'/ HIDCOTE SUPERIOR LAVENDER	1 Gal. Cont.	16"x18"/ Medium
	Mirabilis multiflora/ DESERT FOUR-O'CLOCK	1 Gal. Cont.	18"x30"/ Medium
	P. barbatus/ RED PENSTEMON	1 Gal. Cont.	50"x36"/ Low
	Teucrium chamaedrys/ TRAILING GERMANDER	1 Gal. Cont.	12"x24"/ Medium

GRASSES

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	Festuca idahoensis 'Siskiyou Blue'/ SISKIYOU BLUE FESCUE	1 Gal. Cont.	18"x15"/ Medium
	Muhlenbergia capillaris 'Regal Mist'/REGAL MIST MUHLENBERGIA	1 Gal. Cont.	36"x42"/ Medium
	Muhlenbergia rigens/ DEER GRASS	1 Gal. Cont.	42"x48"/ medium
	Nolina microcarpa/ BEARGRASS	1 Gal. Cont.	36"x48"/ medium
	Miscanthus sinensis/ MAIDEN GRASS	1 Gal. Cont.	60"x48"/ medium

ACCENTS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
*	Agave parryi/ PARRY'S AGAVE	1 Gal. Cont.	36"x36"/ Low
	Dasylirion wheeleri/ SOTOL	1 Gal. Cont.	48"x60"/ Low
	Hesperaloe parviflora/ RED HESPERALOE	1 Gal. Cont.	48"x48"/ Medium
	Opuntia basilaris/ BEAVERTAIL PRICKLY PEAR	1 Gal. Cont.	12"x48"/ Low
	Opuntia engelmannii/ ENGELMANN'S PRICKLY PEAR	1 Gal. Cont.	48"x60"/ Low
	Yucca glauca/ Soapweed	1 Gal. Cont.	36"x60"/ Low
	Yucca rupicola/ TWISTED LEAF YUCCA	1 Gal. Cont.	36"x36"/ Low

MULCHES

SYMBOL	
	ROCK MULCH
	ORGANIC PECAN SHELL MULCH
	IRRIGATED NATIVE SEED

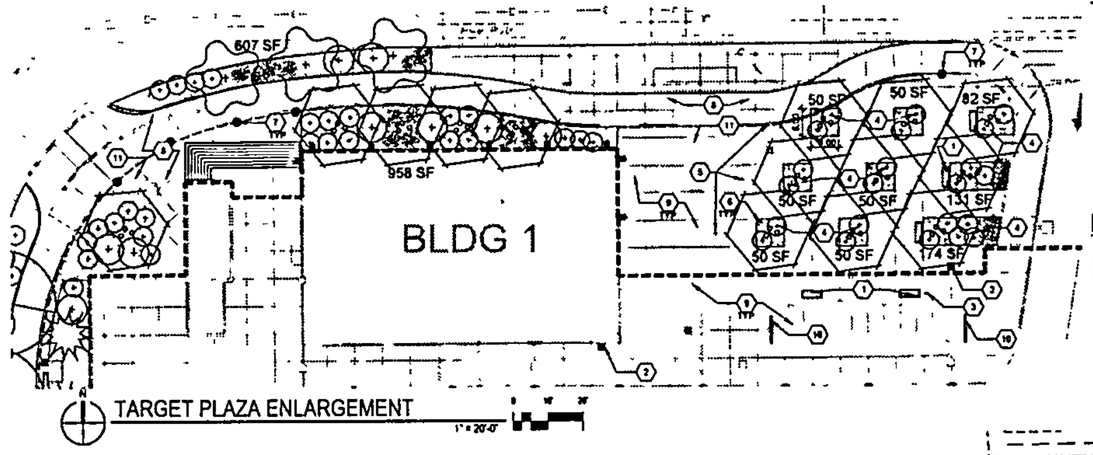
Dekker Perich Sabatini

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

JG
MB

LANDSCAPE PLAN
ENLARGED LANDSCAPE PLAN - PHASE I



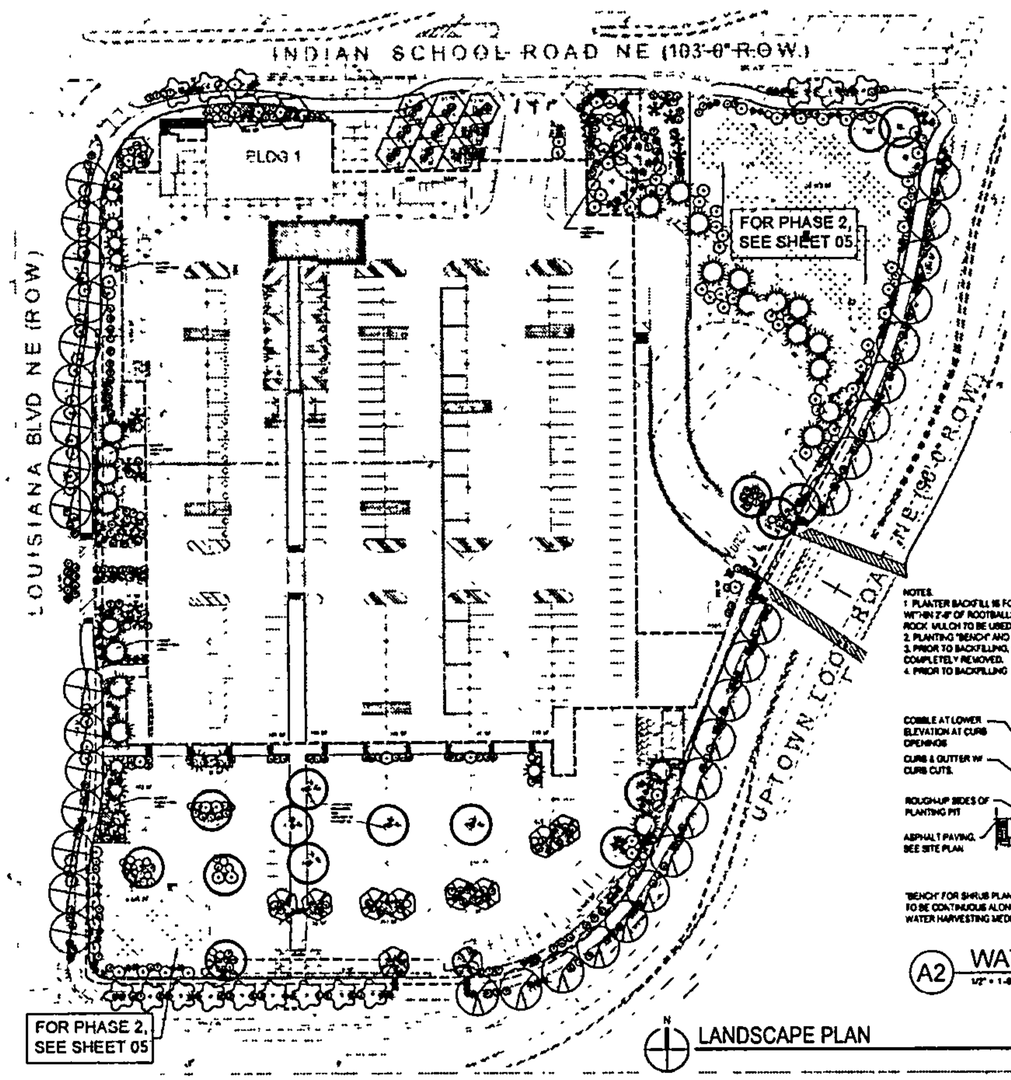
TARGET PLAZA ENLARGEMENT

PLAZA KEYED NOTES

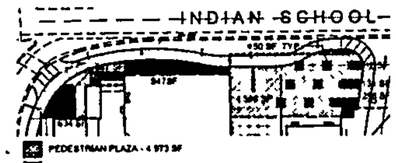
1. BENCHES QTY 5. SEE DETAIL SHEET
2. TRASH RECEPTACLE SEE DETAIL SHEET
3. ASH URN. SEE DETAIL SHEET
4. FLOWER GARDEN.
5. BOLLARD LIGHTING. SEE DETAIL SHEET
6. IN-GRADE LIGHTING. SEE DETAIL SHEET
7. SPHERICAL TARGET BOLLARD. SEE DETAIL SHEET
8. CONCRETE PAVING WITH DECORATIVE BORDER SEE DETAIL SHEET
9. COLORED CONCRETE
10. BICYCLE RACKS. SEE DETAIL SHEET
11. MONUMENT SIGN. SEE WAYFINDING AND SIGNAGE PLANS.

PLAZA NOTES

1. PEDESTRIAN PLAZA AMENITIES HAVE BEEN PROVIDED IN THE WAY OF COVERED BICYCLE PARKING AND FLOWER GARDENS.

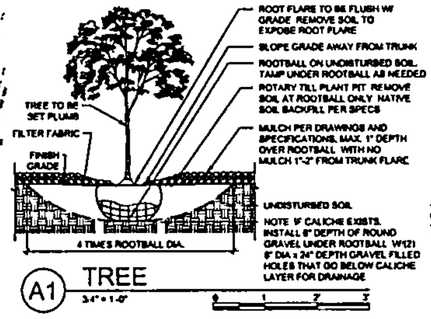


LANDSCAPE PLAN

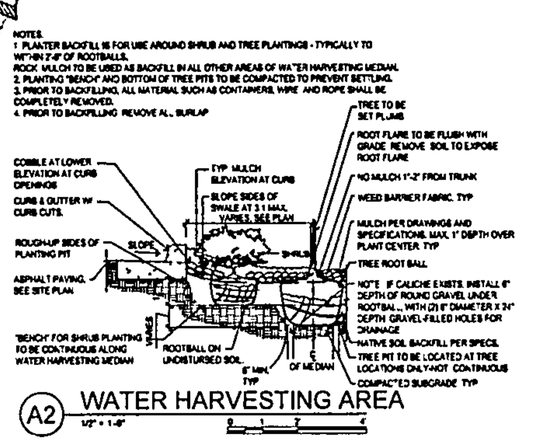


TARGET PLAZA LANDSCAPE DIAGRAM

NOTES:
1. PRIOR TO BACKFILLING ALL MATERIAL SUCH AS CONTAINERS, WIRE BURLAP AND ROPE SHALL BE REMOVED AS COMPLETELY AS POSSIBLE WHILE STILL PROTECTING THE INTEGRITY OF THE ROOTBALL.
2. BOTTOM OF TREE PITS TO BE COMPACTED TO PREVENT SETTLING



A1 TREE



A2 WATER HARVESTING AREA

PLANTING LEGEND

TREES

SYM	QTY	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	16	Pistacia chinensis/ CHINESE PISTACHE	3" Cal.	35'x30'/ Medium
	15	Cercis reniformis/ WESTERN REDBUD	2" Cal./B&B Multi-trunked	25'x18'/ Medium
	23	Chilopsis linearis 'Art's Seedless'/ DESERT WILLOW	48" Box/ Multi-trunked	25'x35'/ Low
	3	Populus deltoides wislizeni RIO GRANDE VALLEY COTTONWOOD	2" Cal./B&B	60'x60'/ High
	27	Quercus buckleyi/ TEXAS RED OAK	2" Cal./B&B	25'x25'/ Medium
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SHRUBS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	Ericameria laricifolia/ TURPENTINE BUSH	1 Gal. Cont.	36"x36"/ Low
	Baccharis x "Centennial"/ CENTENNIAL BROOM	1 Gal. Cont.	36"x42"/ Low
	Caryopteris clandonensis "Dark Knight" / DARK NIGHT BLUE MIST SPIREA	1 Gal. Cont.	48"x48"/ Medium
	Mahonia aquifolia "Compactum"/ COMPACT MAHONIA	1 Gal. Cont.	24"x48"/ Medium
	Rosmarinus officinalis/ UPRIGHT ROSEMARY	1 Gal. Cont.	60"x48"/ Low
	Rhus aromatica "Gro-low"/ GRO-LO FRAGRANT SUMAC	1 Gal. Cont.	24"x72"/ Medium
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	Verbena bipinnatifida/ PRAIRIE VERBENA	1 Gal. Cont.	6"x36"/ Low
	Callirhoe involucrata/ WINECUPS	1 Gal. Cont.	18"x18"/ Low
	Ceratostigma plumbaginoides/ DWARF PLUMBAGO	1 Gal. Cont.	12"x18"/ Medium
	Gaillardia aristata/ BLANKETFLOWER	1 Gal. Cont.	30"x30"/ Low
	Hymenoxys acaulis/ ANGELITA DAISY	1 Gal. Cont.	12"x12"/ Low
	Lavandula angustifolia "Hidcote Superior"/ HIDCOTE SUPERIOR LAVENDER	1 Gal. Cont.	18"x18"/ Medium
	Mirabilis multiflora/ DESERT FOUR-O'CLOCK	1 Gal. Cont.	18"x30"/ Medium
	P. barbatus/ RED PENSTEMON	1 Gal. Cont.	30"x36"/ Low
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	Muhlenbergia rigens/ DEER GRASS	1 Gal. Cont.	42"x48"/ medium
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	Opuntia basilaris/ BEAVERTAIL PRICKLY PEAR	1 Gal. Cont.	12"x48"/ Low
	Opuntia engelmannii/ ENGELMANN'S PRICKLY PEAR	1 Gal. Cont.	48 x60"/ Low
	Yucca glauca/ Soapweed	1 Gal. Cont.	36"x60"/ Low
	Yucca rupicola/ TWISTED LEAF YUCCA	1 Gal. Cont.	36"x36"/ Low

MULCHES

SYMBOL	
	ROCK MULCH
	ORGANIC PECAN SHELL MULCH
	IRRIGATED NATIVE SEED

LANDSCAPE CALCULATIONS

SITE AREA 7 3572 AC (AFTER R O W DEDICATION)
REQUIRED OPEN SPACE 32 046 SF (10% OF THE SITE)
PROVIDED OPEN SPACE 72 143 SF
REQUIRED LANDSCAPE AREA 28 857 SF (40% OF REQ. OPEN SPACE)
PROVIDED LANDSCAPE AREA 67 239 SF
*NET LOT AREA WAS NOT USED IN THESE CALCULATIONS.

OPEN SPACE CALCULATIONS DO NOT INCLUDE REQUIRED LANDSCAPE STRIPS ALONG THE STREET OR WALKWAYS EXCEPT ANY PORTION OF A WALKWAY THAT IS WIDER THAN 10 FEET

A MINIMUM OF 75% OF LANDSCAPE AREAS AND 50%-75% OF PLANTING STRIPS SHALL BE COVERED WITH LIVE VEGETATIVE MATERIALS

A MINIMUM OF 10% OF LANDSCAPE AREAS WILL HAVE FLOWERING PLANTS OR SHRUBS.

TOTAL SHADE TREES 71 (⅗ OF TREES)
TOTAL SIGNATURE TREES 41 (⅕ OF TREES)

ROCK MULCH HAS BEEN LIMITED TO LESS THAN 5% OF ANY OPEN SPACE AREA AND USED ONLY WHERE NECESSARY AROUND DRAINAGE INLETS. ALL OTHER MULCH AREAS UTILIZE ORGANIC PECAN SHELL MULCH

LANDSCAPE NOTES

A. DESIGN THE PLANTING DESIGN INCLUDES A DIVERSE PALETTE OF DESERT AND HIGH DESERT PLANTS THAT WILL COMPLEMENT THE ARCHITECTURE OF THE PROJECT. THE INTENT IS TO LANDSCAPE THIS MIXED-USE URBAN ENVIRONMENT WITH DESERT AND HIGH DESERT PLANTS THAT REINFORCE A SENSE OF PLACE AND ARE APPROPRIATE TO ALBUQUERQUE'S CLIMATE.
   A.A. GRASSES AND ACCENT PLANTS SUCH AS YUCCA, SOTOL AND PRICKLY PEAR CACTUS WILL BE USED IN HIGHLY VISIBLE AND APPROPRIATE LOCATIONS. THE USE OF REGIONALLY NATIVE TREES FOR STREET TREES, WHILE UNORTHODOX, WILL REINFORCE THE SENSE OF PLACE. BUFFER PEDESTRIANS FROM VEHICULAR AREAS AND PROVIDE A COMFORTABLE PEDESTRIAN SCALE TO THE STREETS.
B. PLANTING AND IRRIGATION INSTALLATION DETAILS SHALL MEET CITY OF ALBUQUERQUE AND THE USDP REQUIREMENTS. EACH TREE SHALL HAVE A MINIMUM OF 36 SQUARE FEET OF PLANTING SPACE.
C. PLANTING AND IRRIGATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
D. CONTROLLER. THE IRRIGATION SYSTEM SHALL BE RUN WITH A FULLY AUTOMATED IRRIGATION CONTROLLER. THE RUN TIME FOR THE VARIOUS ZONES SHALL BE APPROXIMATELY 45 MINUTES FOR THE DRIP ZONES. RUN TIME WILL BE ADJUSTED ACCORDING TO SEASON, LOCATION, AND PLANT PERFORMANCE. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL.
E. POINT OF CONNECTION. THERE IS LIKELY TO BE MORE THAN ONE POINT OF CONNECTION FOR THIS PROJECT. THE WATER CONNECTION LOCATIONS WILL BE COORDINATED WITH THE OVERALL WATER SERVICE DESIGN FOR THE SITE. THE EXACT LOCATIONS FOR CONNECTIONS AND CONTROLLERS IN UNKNOWN AT THIS TIME.
F. MULCH. ALL PLANTING BEDS SHALL BE COVERED WITH MULCH. GRAVEL, BARK AND PECAN SHELL MULCHES WILL BE USED APPROPRIATELY TO ADD VISUAL INTEREST AND PROTECT SOIL MOISTURE.
G. TREE AND SHRUB PITS TO BE 4 TIMES THE ROOTBALL DIAMETER.
H. THERE IS NO HIGH WATER USE TURF USED ON THIS PROJECT.
I. THE LANDSCAPE DESIGN SHALL COMPLY WITH THE INTENT OF THE CITY OF ALBUQUERQUE WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE.
J. SOIL PREPARATION AND AERATION WITHIN ROW IS REQUIRED TO DE-COMPACT LANDSCAPE ZONE PRIOR TO PLANTING.
K. PASSIVE WATER HARVESTING. SUCH AS HARVESTING OF STORM WATER SURFACE RUNOFF AND ROOF RUNOFF SHALL BE UTILIZED WHERE FEASIBLE AND CAPTURED IN SWALES.
L. SOIL AMENDMENTS WILL BE USED FOR PLANT MATERIAL.
M. PLANT AND IRRIGATION MAINTENANCE WILL BE THE RESPONSIBILITY OF THE OWNER FOLLOWING SUBSTANTIAL COMPLETION OR ANY MAINTENANCE PERIODS.
N. THE LANDSCAPE DESIGN REQUIRES A PERMANENT, FULLY AUTOMATIC IRRIGATION SYSTEM TO SUPPORT THE PLANT MATERIAL.
O. THE IRRIGATION SYSTEM WILL BE CONNECTED TO CITY WATER. THE POINT OF CONNECTION WILL CONSIST OF A WATER METER, BACKFLOW PREVENTER AND MASTERVALVE. SEE COA STD DETAIL #2701
P. THE CONTRACTOR SHALL CREATE AN IRRIGATION PLAN TO PERMANENTLY IRRIGATE THE PROPOSED PLANTINGS AND SHALL SUBMIT THIS TO THE ARCHITECT FOR REVIEW AND APPROVAL. THE PLAN SHALL INCLUDE A PIPING AND EMITTER LAYOUT WITH SIZING, VALVE SCHEDULE AND CONSTRUCTION DETAILS.
Q. CONTROLLER. THE IRRIGATION SYSTEM SHALL BE RUN WITH FULLY AUTOMATED IRRIGATION CONTROLLER. RUN TIME WILL BE ADJUSTED ACCORDING TO PLANT MATURITY, SEASON, LOCATION AND PLANT PERFORMANCE.
R. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL.
S. REFER TO DRAINAGE PLAN FOR GRADING INFORMATION AND WATER HARVESTING LOCATIONS.
T. THE LANDSCAPE BERM WILL BE CONSTRUCTED A MINIMUM OF 5'-0" AWAY FROM THE SIDEWALK AND WILL HAVE A MAXIMUM SLOPE OF 4:1. IRRIGATION SPRAY HEADS WILL BE LOCATED A MINIMUM OF 2'-0" AWAY FROM THE SIDEWALK. THE LANDSCAPE AREA WILL NOT BE IRRIGATED IN THE WINTER. THESE DESIGN OPERATION PARAMETERS SHOULD ELIMINATE ANY ICING, OVERSPRAY AND DRAINAGE ISSUES.

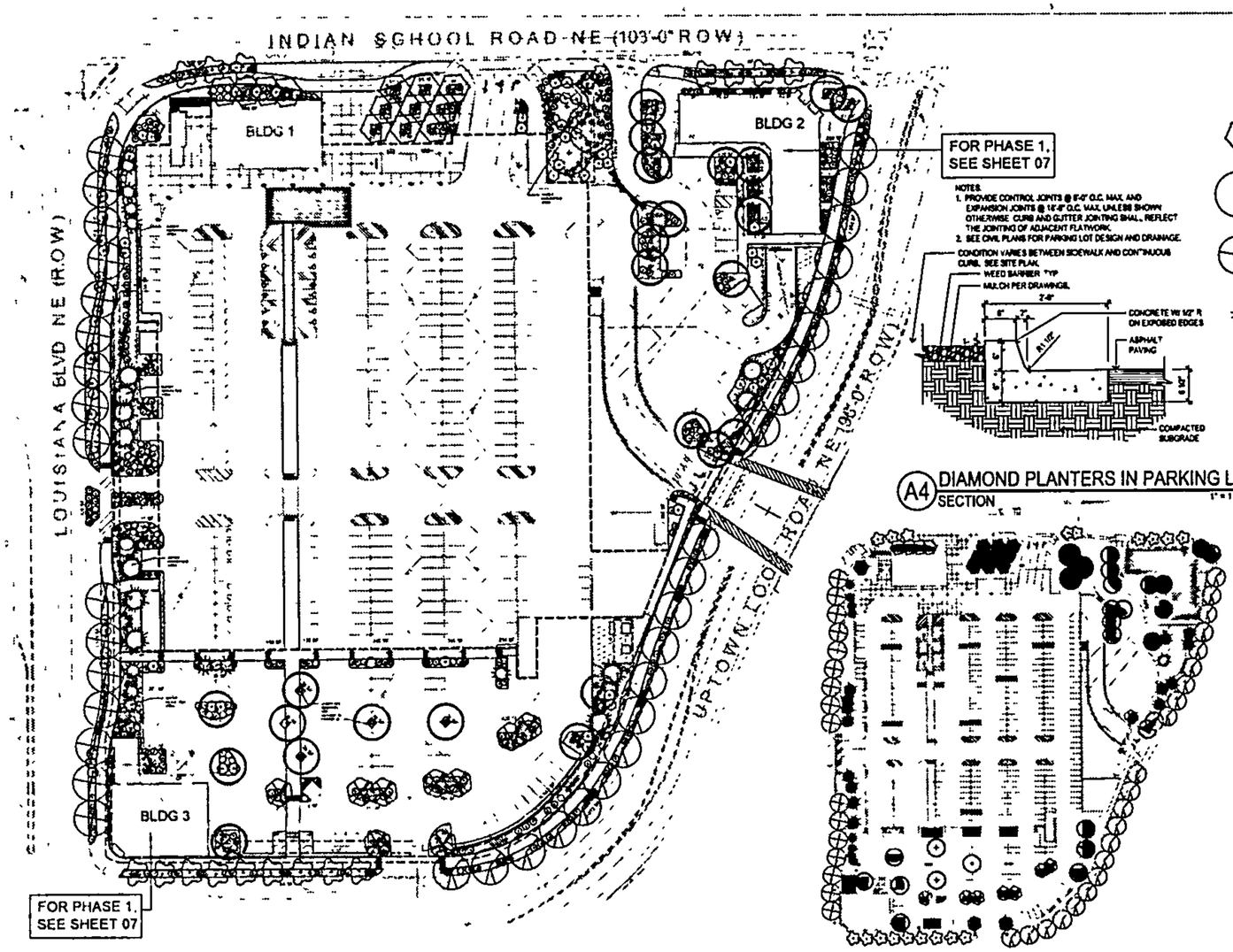
Dekker Perich Sabatini

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

JG
MB

LANDSCAPE PLAN - PHASE I



LANDSCAPE PLAN
1" = 50'-0"

A4 DIAMOND PLANTERS IN PARKING LOT SECTION
1" = 1'-0"

SHADED OPEN SPACE = 21,312 SF (52% OF TOTAL OPEN SPACE AREA)

OPEN SPACE SHADE DIAGRAM
1" = 100'-0"

PLANTING LEGEND

TREES

SYM	QTY	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	26	Pistacia chinensis/ CHINESE PISTACHE	3" Cal.	35'x30'/ Medium
	15	Cercis reniformis/ WESTERN REDBUD	2" Cal./B&B Multi-trunked	25'x18'/ Medium
	23	Chilopsis linearis 'Art's Seedless'/ DESERT WILLOW	48" Box/ Multi-trunked	25'x35'/ Low
	3	Populous deltoides wislizeni RIO GRANDE VALLEY COTTONWOOD	2" Cal./B&B	60'x60'/ High
	22	Quercus buckleyi/ TEXAS RED OAK	2" Cal./B&B	25'x25'/ Medium
	16	Quercus muhlenbergii/ CHINQUAPIN OAK	2" Cal./B&B	30'x30'/ Medium
	12	Tilia cordata LITTLELEAF LINDEN	2" Cal./B&B	35'x30'/ Medium
	11	Juniperus chinensis 'Spartan' SPARTAN JUNIPER	6' High/B&B	15'x8'/ Low
	16	Pinus strobiformis/ SOUTHWESTERN WHITE PINE	6' High/B&B	60'x20'/ Low

SHRUBS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	Ericameria laricifolia/ TURPENTINE BUSH	1 Gal. Cont.	36"x36"/ Low
	Baccharis x "Centennial"/ CENTENNIAL BROOM	1 Gal. Cont.	36"x42"/ Low
	Caryopteris clandonensis "Dark Knight"/ DARK KNIGHT BLUE MIST SPIREA	1 Gal. Cont.	48"x48"/ Medium
	Mahonia aquifolia "Compactum"/ COMPACT MAHONIA	1 Gal. Cont.	24"x48"/ Medium
	Rosmarinus officinalis/ UPRIGHT ROSEMARY	1 Gal. Cont.	60"x48"/ Low
	Rhus aromatica "Gro-low"/ GRO-LO FRAGRANT SUMAC	1 Gal. Cont.	24"x72"/ Medium
	Salvia greggii/ AUTUMN SAGE	1 Gal. Cont.	30"x36"/ Low
	Verbena bipinnatifida/ PRAIRIE VERBENA	1 Gal. Cont.	6"x36"/ Low
	Callirhoe involucrata/ WINECUPS	1 Gal. Cont.	18"x18"/ Low
	Ceratostigma plumbaginoides/ DWARF PLUMBAGO	1 Gal. Cont.	12"x18"/ Medium
	Gaillardia aristata/ BLANKETFLOWER	1 Gal. Cont.	30"x30"/ Low
	Hymenoxys acaulis/ ANGELITA DAISY	1 Gal. Cont.	12"x12"/ Low
	Lavandula angustifolia "Hidcote Superior"/ HIDCOTE SUPERIOR LAVENDER	1 Gal. Cont.	18"x18"/ Medium
	Mirabilis multiflora/ DESERT FOUR-O'CLOCK	1 Gal. Cont.	18"x30"/ Medium
	P. barbatus/ RED PENSTEMON	1 Gal. Cont.	50"x36"/ Low
	Teucrium chamaedrys/ TRAILING GERMANDER	1 Gal. Cont.	12"x24"/ Medium

GRASSES

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	Festuca idahoensis "Siskiyou Blue"/ SISKIYOU BLUE FESCUE	1 Gal. Cont.	18"x15"/ Medium
	Muhlenbergia capillaris "Regal Mist"/REGAL MIST MUHLENBERGIA	1 Gal. Cont.	36"x42"/ Medium
	Muhlenbergia rigens/ DEER GRASS	1 Gal. Cont.	42"x48"/ medium
	Nolina microcarpa/ BEARGRASS	1 Gal. Cont	36"x48"/ medium
	Miscanthus sinensis/ MAIDEN GRASS	1 Gal. Cont.	60"x48"/ medium

ACCENTS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
*	Agave parryi/ PARRY'S AGAVE	1 Gal. Cont.	36"x36"/ Low
	Dasylirion wheeleri/ SOTOL	1 Gal. Cont.	48"x60"/ Low
	Hesperaloe parviflora/ RED HESPERALOE	1 Gal. Cont.	48"x48"/ Medium
	Opuntia basilaris/ BEAVERTAIL PRICKLY PEAR	1 Gal. Cont.	12"x48"/ Low
	Opuntia engelmannii/ ENGELMANN'S PRICKLY PEAR	1 Gal. Cont.	48"x60"/ Low
	Yucca glauca/ Soapweed	1 Gal. Cont.	36"x60"/ Low
	Yucca rupicola/ TWISTED LEAF YUCCA	1 Gal. Cont.	36"x36"/ Low

MULCHES

SYMBOL
- ROCK MULCH
- ORGANIC PECAN SHELL MULCH

LANDSCAPE CALCULATIONS

SITE AREA 7 3572 AC (AFTER R.O.W. DEDICATION)
OPEN SPACE REQUIREMENT (10% OF THE SITE) 32 048 SF
OPEN SPACE PROVIDED 41 036 SF
LANDSCAPE REQUIREMENT (40% OF OPEN SPACE) 16 414 SF
LANDSCAPE AREA PROVIDED 39 179 SF
*NET LOT AREA WAS NOT USED IN THESE CALCULATIONS

OPEN SPACE CALCULATIONS DO NOT INCLUDE REQUIRED LANDSCAPE STRIPS ALONG THE STREET OR WALKWAYS EXCEPT ANY PORTION OF A WALKWAY THAT IS WIDER THAN 10 FEET

A MINIMUM OF 75% OF LANDSCAPE AREAS AND 60%-75% OF PLANTING STRIPS SHALL BE COVERED WITH LIVE VEGETATIVE MATERIALS

A MINIMUM OF 10% OF LANDSCAPE AREAS WILL HAVE FLOWERING PLANTS OR SHRUBS.

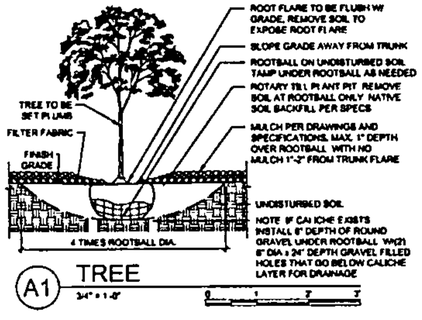
TOTAL SHADE TREES 80 (⅔ OF TREES)
TOTAL SIGNATURE TREES 38 (⅓ OF TREES)

ROCK MULCH HAS BEEN LIMITED TO LESS THAN 5% OF ANY OPEN SPACE AREA AND USED ONLY WHERE NECESSARY AROUND DRAINAGE INLETS. ALL OTHER MULCH AREAS UTILIZE ORGANIC PECAN SHELL MULCH.

LANDSCAPE NOTES

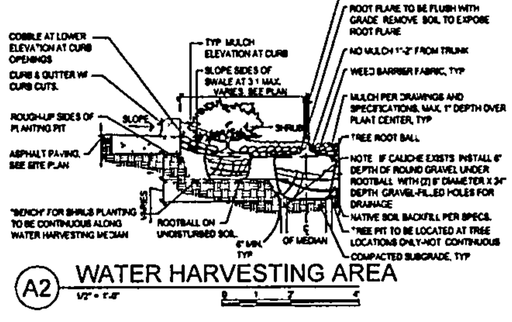
A. DESIGN THE PLANTING DESIGN INCLUDES A DIVERSE PALETTE OF DESERT AND HIGH DESERT PLANTS THAT WILL COMPLEMENT THE ARCHITECTURE OF THE PROJECT. THE INTENT IS TO LANDSCAPE THIS MIXED-USE URBAN ENVIRONMENT WITH DESERT AND HIGH DESERT PLANTS THAT REINFORCE A SENSE OF PLACE AND ARE APPROPRIATE TO ALBUQUERQUE'S CLIMATE.
   A.A. GRASSES AND ACCENT PLANTS SUCH AS YUCCA SOTOL AND PRICKLY PEAR CACTUS WILL BE USED IN HIGHLY VISIBLE AND APPROPRIATE LOCATIONS. THE USE OF REGIONALLY NATIVE TREES FOR STREET TREES, WHILE UNORTHODOX, WILL REINFORCE THE SENSE OF PLACE. BUFFER PEDESTRIANS FROM VEHICULAR AREAS AND PROVIDE A COMFORTABLE PEDESTRIAN SCALE TO THE STREETS.
B. PLANTING AND IRRIGATION INSTALLATION DETAILS SHALL MEET CITY OF ALBUQUERQUE REQUIREMENTS AND THE USDP REQUIREMENTS. EACH TREE SHALL HAVE A MINIMUM OF 36 SQUARE FEET OF PLANTING SPACE.
C. PLANTING AND IRRIGATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
D. CONTROLLER: THE IRRIGATION SYSTEM SHALL BE RUN WITH A FULLY AUTOMATED IRRIGATION CONTROLLER. THE RUN TIME FOR THE VARIOUS ZONES SHALL BE APPROXIMATELY 45 MINUTES FOR THE DRIP ZONES. RUN TIME WILL BE ADJUSTED ACCORDING TO SEASON, LOCATION, AND PLANT PERFORMANCE. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL.
E. POINT OF CONNECTION: THERE IS LIKELY TO BE MORE THAN ONE POINT OF CONNECTION FOR THIS PROJECT. THE WATER CONNECTION LOCATIONS WILL BE COORDINATED WITH THE OVERALL WATER SERVICE DESIGN FOR THE SITE. THE EXACT LOCATIONS FOR CONNECTIONS AND CONTROLLERS IN UNKNOWN AT THIS TIME.
F. MULCH: ALL PLANTING BEDS SHALL BE COVERED WITH MULCH. GRAVEL, BARK AND PECAN SHELL MULCHES WILL BE USED APPROPRIATELY TO ADD VISUAL INTEREST AND PROTECT SOIL MOISTURE.
G. THE PARKING AREA TREES SELECTED FOR USE AT TARGET @ TREE AND SHRUB PITS TO BE 4 TIMES THE ROOTBALL DIAMETER.
H. THERE IS NO HIGH WATER USE TURF USED ON THIS PROJECT.
I. THE LANDSCAPE DESIGN SHALL COMPLY WITH THE INTENT OF THE CITY OF ALBUQUERQUE WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE.
J. SOIL PREPARATION AND AERATION WITHIN ROW IS REQUIRED TO DE-COMPACT LANDSCAPE ZONE PRIOR TO PLANTING.
K. PASSIVE WATER HARVESTING: SUCH AS HARVESTING OF STORM WATER SURFACE RUNOFF AND ROOF RUNOFF SHALL BE UTILIZED WHERE FEASIBLE AND CAPTURED IN SWALES.
L. SOIL AMENDMENTS WILL BE USED FOR PLANT MATERIAL.
M. PLANT AND IRRIGATION MAINTENANCE WILL BE THE RESPONSIBILITY OF THE OWNER FOLLOWING SUBSTANTIAL COMPLETION OR ANY MAINTENANCE PERIODS.
N. THE LANDSCAPE DESIGN REQUIRES A PERMANENT, FULLY AUTOMATIC IRRIGATION SYSTEM TO SUPPORT THE PLANT MATERIAL.
O. THE IRRIGATION SYSTEM WILL BE CONNECTED TO CITY WATER. THE POINT OF CONNECTION WILL CONSIST OF A WATER METER, BACKFLOW PREVENTER AND MASTERVALVE. SEE COA STD DETAIL #2701.
P. THE CONTRACTOR SHALL CREATE AN IRRIGATION PLAN TO PERMANENTLY IRRIGATE THE PROPOSED PLANTINGS AND SHALL SUBMIT THIS TO THE ARCHITECT FOR REVIEW AND APPROVAL. THE PLAN SHALL INCLUDE A PIPING AND EMITTER LAYOUT WITH SIZING, VALVE SCHEDULE AND CONSTRUCTION DETAILS.
Q. CONTROLLER: THE IRRIGATION SYSTEM SHALL BE RUN WITH FULLY AUTOMATED IRRIGATION CONTROLLER. RUN TIME WILL BE ADJUSTED ACCORDING TO PLANT MATURITY, SEASON, LOCATION AND PLANT PERFORMANCE.
R. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL.
S. REFER TO DRAINAGE PLAN FOR GRADING INFORMATION AND WATER HARVESTING LOCATIONS.

NOTES
1. PRIOR TO BACKFILLING, ALL MATERIAL SUCH AS CONTAINERS, WIRE, BURLAP AND ROPE SHALL BE REMOVED AS COMPLETELY AS POSSIBLE WHILE STILL PROTECTING THE INTEGRITY OF THE ROOTBALL.
2. BOTTOM OF TREE PITS TO BE COMPACTED TO PREVENT SETTLING.



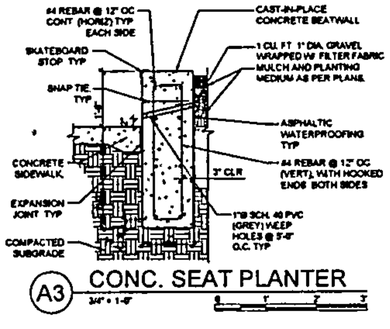
A1 TREE
3/4" = 1'-0"

NOTES:
1. PLANTER BACKFILL IS FOR USE AROUND SHRUB AND TREE PLANTINGS - TYPICALLY TO WITHIN 2'-0" OF ROOTBALLS.
ROCK MULCH TO BE USED AS BACKFILL IN ALL OTHER AREAS OF WATER HARVESTING MEDIAN.
2. PLANTING "BENCH" AND BOTTOM OF TREE PITS TO BE COMPACTED TO PREVENT SETTLING.
3. PRIOR TO BACKFILLING, ALL MATERIAL SUCH AS CONTAINERS, WIRE, AND ROPE SHALL BE COMPLETELY REMOVED.
4. PRIOR TO BACKFILLING, REMOVE ALL BURLAP.



A2 WATER HARVESTING AREA
1/2" = 1'-0"

NOTES:
1. VERTICAL EXPANSION JOINTS IN RETAINING WALL PLACED 7'6" OC MAX.



A3 CONC. SEAT PLANTER
3/4" = 1'-0"

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TARGET @ ABQ Uptown
Albuquerque, New Mexico

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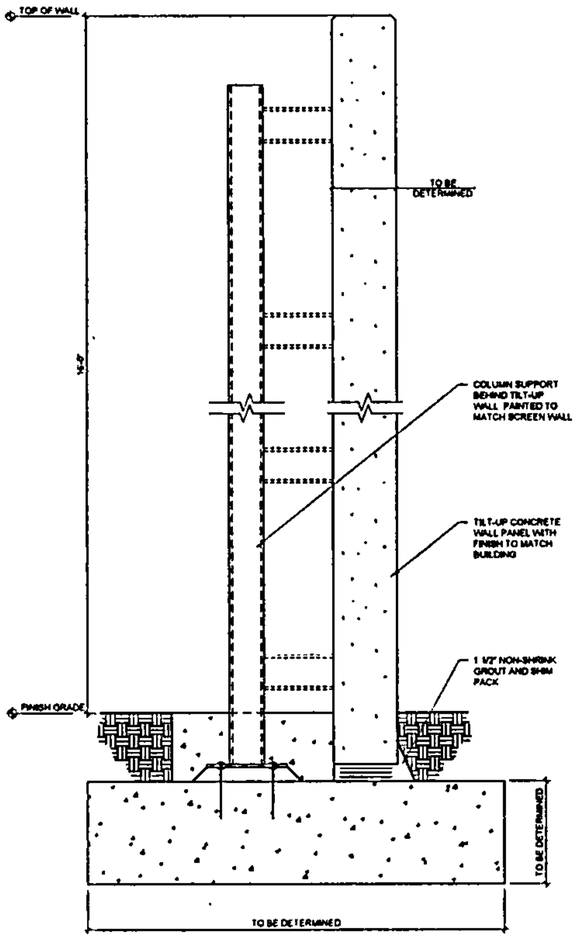
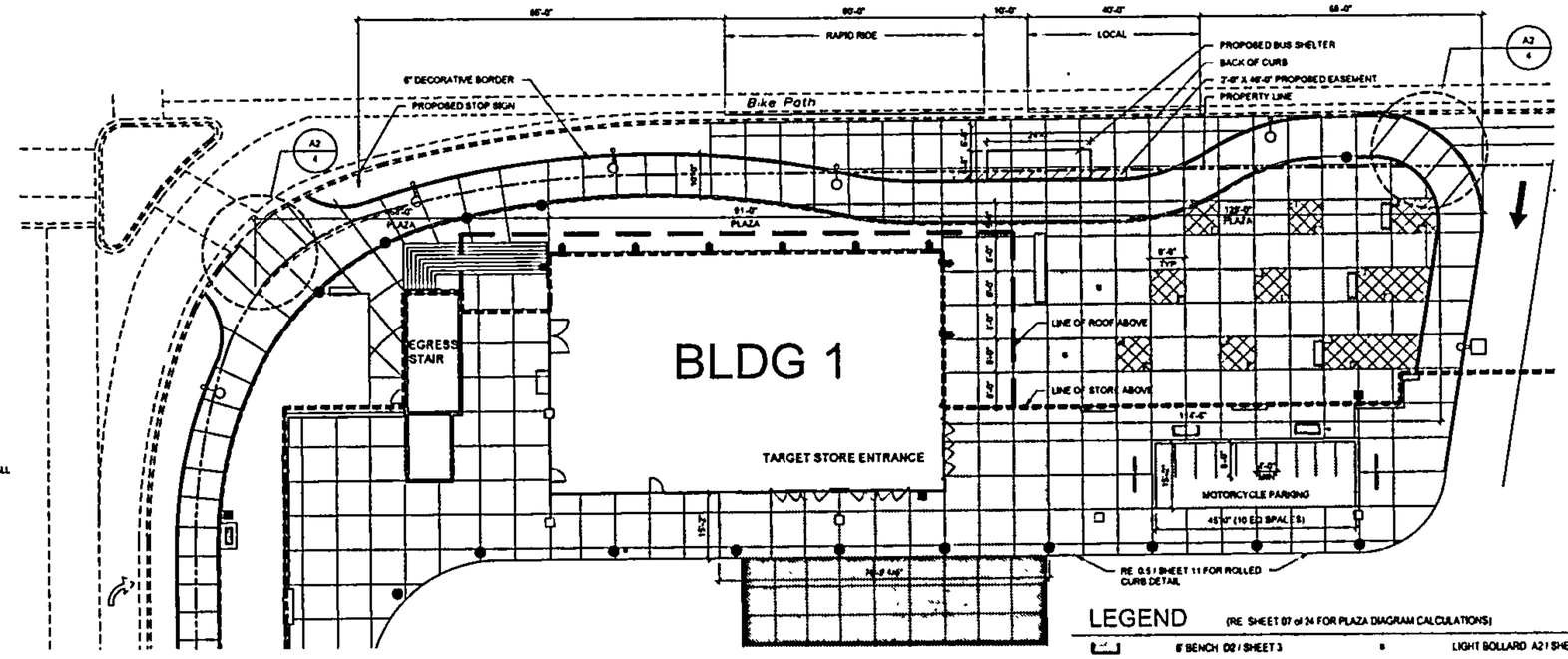
JG
MB

LANDSCAPE PLAN - PHASE II



B1 CONCRETE SCREEN WALL
1" = 1'-0"

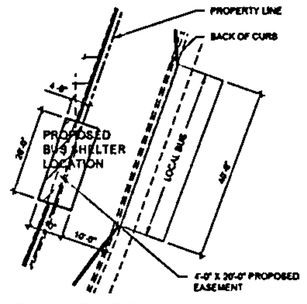


C2 ENLARGED PLAZA PLAN
1/16" = 1'-0"

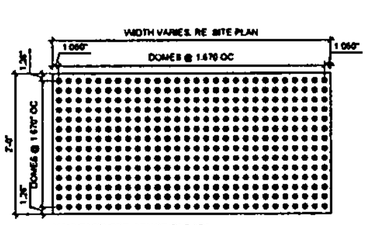
LEGEND

(RE: SHEET 07 of 24 FOR PLAZA DIAGRAM CALCULATIONS)

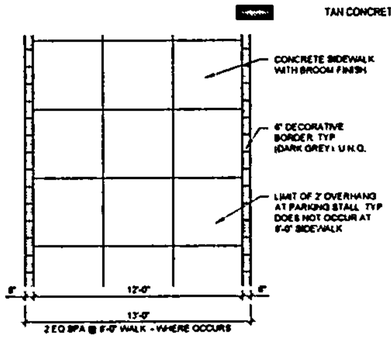
- 6' BENCH D2 / SHEET 3
- BIKE RACK, D1 / SHEET 3
- SPHERE BOLLARD, B2 / SHEET 3
- ASH SMUFFER B1 / SHEET 3
- CHARCOAL GREY CONCRETE
- TAN CONCRETE
- LIGHT BOLLARD A2 / SHEET 3
- LANDSCAPE UPLIGHT B4 / SHEET 3
- TRASH RECEPTACLE A1 / SHEET 3
- TREE WELL
- 16'-0" PEDESTRIAN SCALE LIGHT POLE



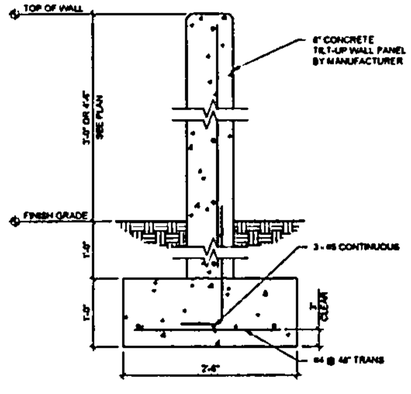
B2 ENLARGED LOOP ROAD SHELTER
1/16" = 1'-0"



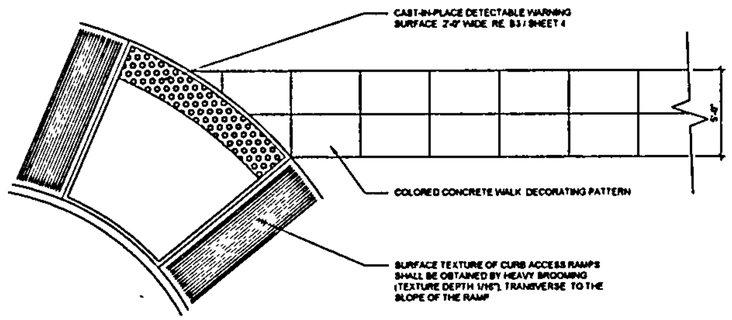
B3 DETECTABLE/TACTILE WARNING SURFACE TILE
1" = 1'-0"



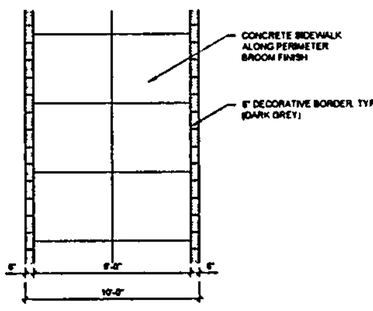
B4 8' & 13' SIDEWALK DETAIL
1/4" = 1'-0"



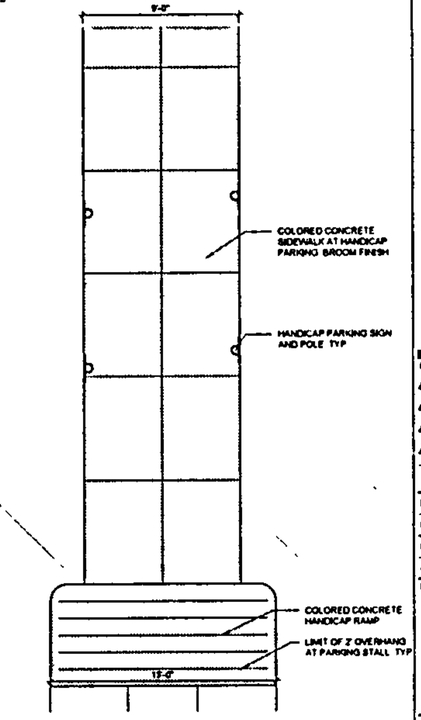
A1 CONCRETE SCREEN WALL
1" = 1'-0"



A2 SIDEWALK AT PEDESTRIAN CROSSING
1/4" = 1'-0"



A4 10' SIDEWALK DETAIL
1/4" = 1'-0"



A5 HDCP SIDEWALK DETAIL
1/4" = 1'-0"

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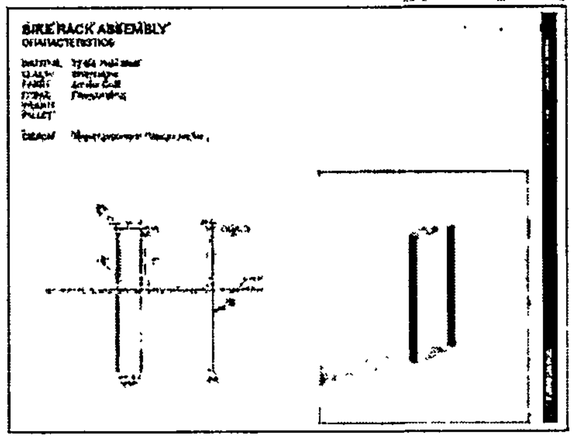
DRB SUBMITTAL

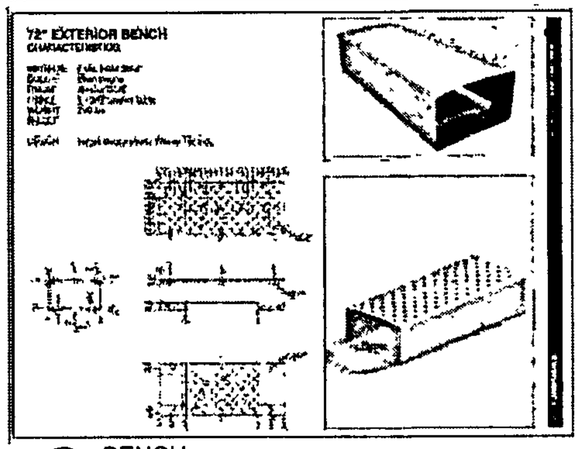
REVISIONS
1
2
3
4

DRAWN BY	TB
REVIEWED BY	SJT
DATE	11/10/2011
PROJECT NO	10-0135

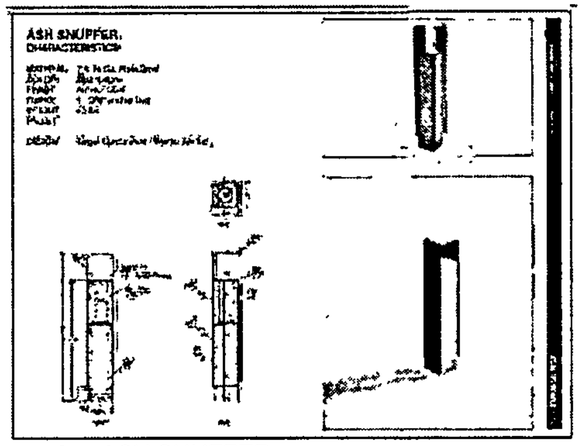
DRAWING NAME
ENLARGED PLAZA PLAN, SITE DETAILS



D1 BIKE RACK
NO SCALE



D2 BENCH
NO SCALE



B1 ASH SNUFFER
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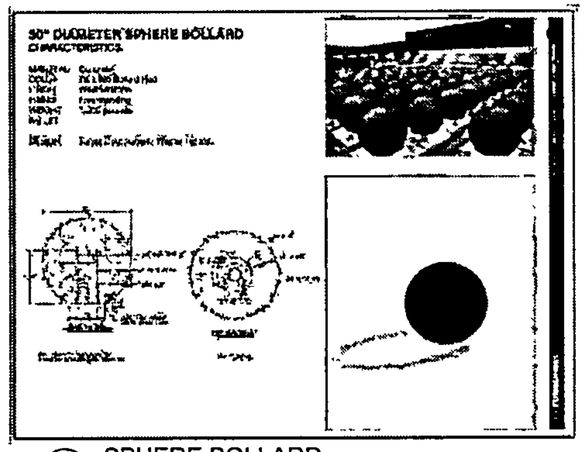
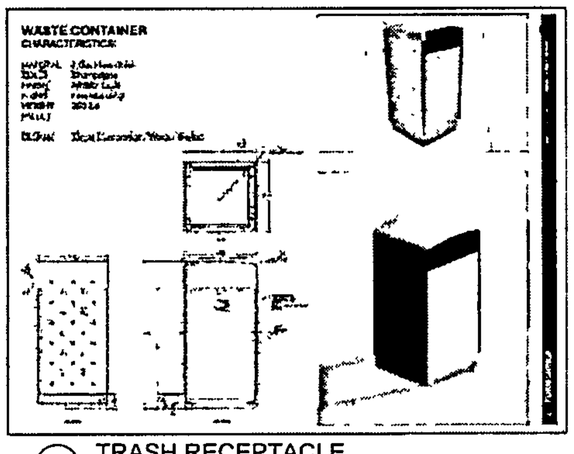
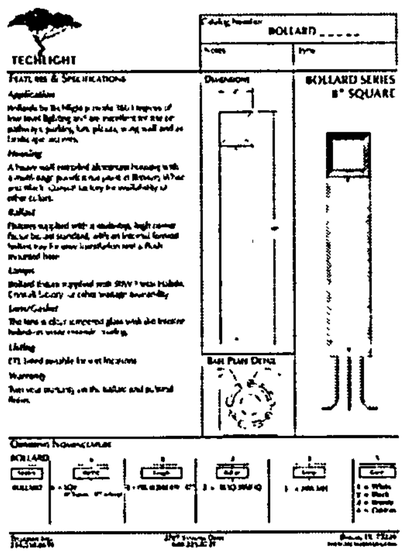


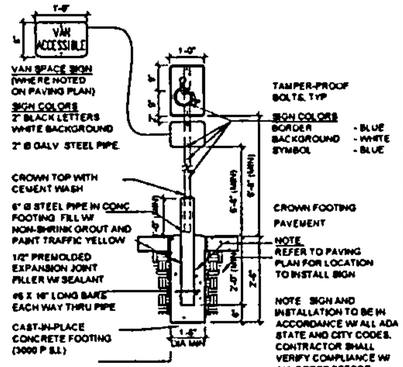
B2 SPHERE BOLLARD
NO SCALE



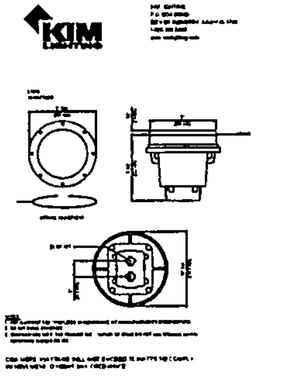
A1 TRASH RECEPTACLE
NO SCALE



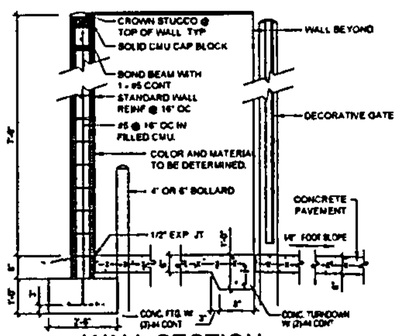
C4 SQUARE LIGHT BOLLARD
NO SCALE



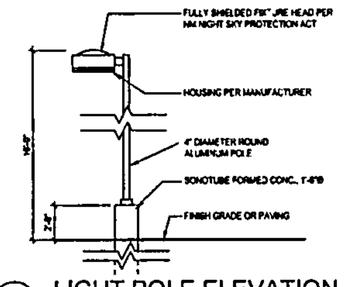
C5 ADA PARKING SIGNAGE
1/2" = 1'-0"



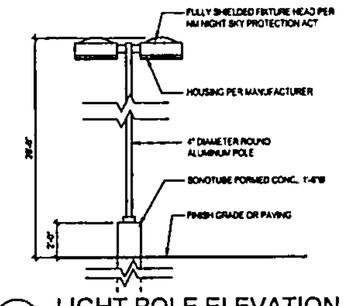
B4 LANDSCAPE UPLIGHT
NO SCALE



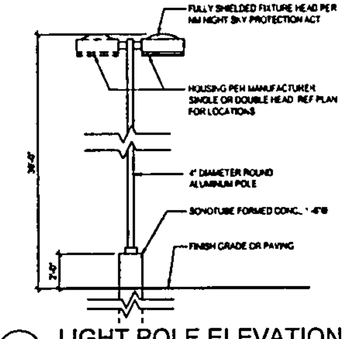
B5 WALL SECTION @ TRASH ENCLOSURE
1/2" = 1'-0"



A3 LIGHT POLE ELEVATION
1/4" = 1'-0"



A4 LIGHT POLE ELEVATION
1/4" = 1'-0"



A5 LIGHT POLE ELEVATION
1/4" = 1'-0"

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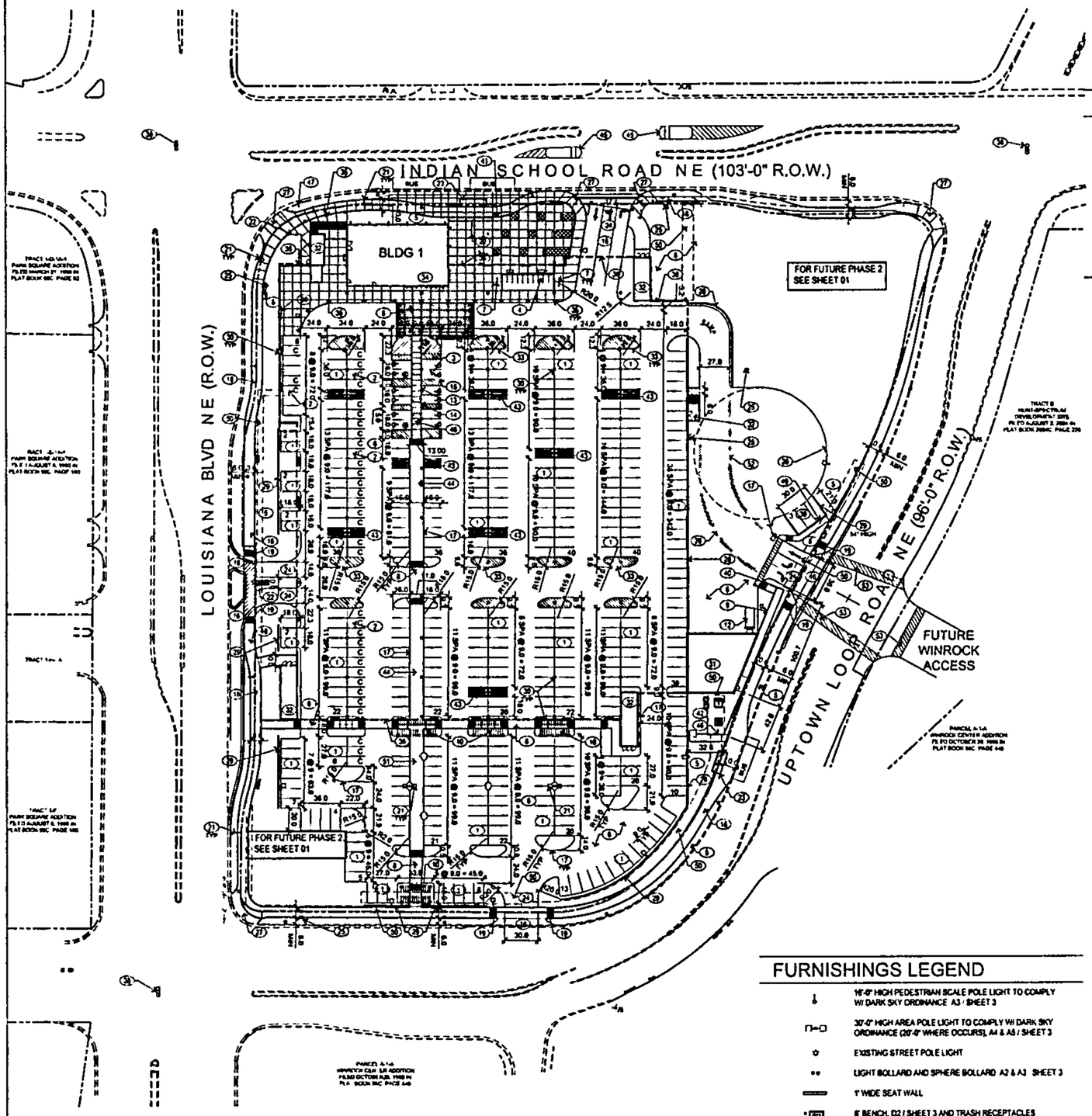
DRB SUBMITTAL

REVISIONS

DRAWN BY	TB
REVIEWED BY	SJT
DATE	11/10/2011
PROJECT NO	10-0136

DRAWING NAME
SITE DETAILS



SITE PLAN - PHASE I

1" = 50'-0"

SITE DATA

LEGAL DESCRIPTION: ZONE SU-3

TRACK A, HUNT - SPECTRUM DEVELOPMENT SITE

BUILDING 1 AREA	155 629 SF
SITE AREA	320,480 SF (7.36 ACRES)
F.A.R. (155 629 SF / 320,480 SF):	0 49

(BUILDINGS 2 & 3 FUTURE)

PARKING

BUILDING 1

USE	RATIO	REQUIRED
RETAIL	2/1000	155 629 SF / 500 = 312 SPACES
PARKING PROVIDED		466 SPACES (36 - COMPACT)
ACCESSIBLE REQ'D / PROVIDED		10 SPACES / 12 SPACES

MOTORCYCLE PARKING

REQUIRED:	301-500 PARKING SPACES = 6 SPACES
PROVIDED:	10 SPACES

BICYCLE PARKING

REQUIRED:	1 20 AUTOMOBILE (466 / 20) = 24 SPACES
PROVIDED	30 SPACES

GENERAL NOTES

A. SITE PLAN SHALL BE DESIGNED & BUILT TO CURRENT DPM STANDARDS.
B. SEE CIVIL PLANS FOR ADDITIONAL GRADING DRAINAGE AND UTILITY INFORMATION.
C. DIMENSIONS ARE TO FACE OF CURB, OR WALL OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED
D. ALL CURBS AND ACCESSIBLE RAMPS WILL BE DESIGNED AND BUILT ACCORDING TO THE CITY OF ALBUQUERQUE STANDARDS.
E. ALL LIGHT FIXTURES AND DESIGN SHALL COMPLY WITH THE NEW MEXICO NIGHT SKY PROTECTION ACT THE CITY OF ALBUQUERQUE ZONING CODE SECTION 14-16-3-9 AREA LIGHTING REGULATIONS.
F. SIDEWALKS TO BE STANDARD GRAY SCORED CONCRETE UNLESS NOTED OTHERWISE.
G. STREETS, PARKING SPACES AND ASSOCIATED DRIVES TO BE ASPHALT UNLESS NOTED OTHERWISE.
H. SEE LANDSCAPE SHEET FOR OPEN SPACE CALCULATIONS.
I. SITE PLAN SHALL COMPLY WITH LOCAL FEDERAL ADA STANDARDS & GUIDELINES.
J. PEDESTRIAN AMENITIES ALONG WALKWAYS TO SERVE HUMANS AND ANIMALS INCLUDE SCALED LIGHTING, BENCHES AND TRASH RECEPTACLES.
K. TARGET WILL MAINTAIN THE PEDESTRIAN CROSSWALK AT DRIVEWAYS WITHIN THE PARKING AREAS.

KEYED NOTES

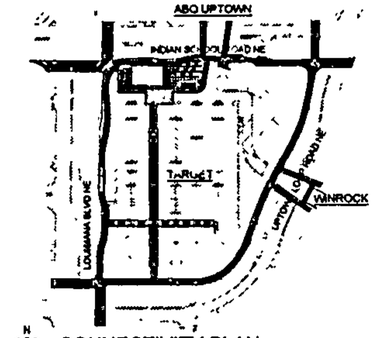
1 TYPICAL PARKING SPACE 9'-0"x18'-0" (UNLESS NOTED OTHERWISE).
2. TYPICAL COMPACT PARKING SPACE 8'-0"x16'-0"
3. TYPICAL ADA PARKING SPACE 9'-0"x18'-0"
4 TYPICAL MOTORCYCLE PARKING SPACE, 5'-0"x8'-0" REFER DETAIL C2 / SHEET 4
5. LANDSCAPED AREA, REFER TO LANDSCAPE PLAN
6. CONCRETE PAVING
7 METAL BIKE RACK, REFER DETAIL D1 / SHEET 3
8. PEDESTRIAN CROSSWALK, COLOR AND TEXTURE PATTERN TO DIFFERENTIATE FROM SURROUNDING CONCRETE PAVING.
9. 16' HIGH SCREEN WALL, CONSTRUCTION & COLOR TO MATCH BUILDING REFER DETAIL B1 / SHEET 4
10. STEEL TRELLIS ABOVE
11 NOT USED
12 TRASH COMPACTOR
13. POLE MOUNTED ADA SIGNAGE RE C5 / SHEET 03
14. 6" Ø BOLLARD TYP
15. PAINTED ADA PAVEMENT SIGNAGE TYP
16. AUTOMOBILE INGRESS/EGRESS.
17 CONCRETE CURB
18. 16' SIDEWALK RE A4 / SHEET 4
19. NEW CONCRETE ADA RAMP WITH, 1 12 MAXIMUM SLOPE AND TRUNCATED DOMES PER COA STANDARD DRAWING 2440
20. NOT USED
21 LIGHT POLE TYP REFER DETAIL A3, A4 & A5 / SHEET 3
22. MONUMENT SIGN REFER WAYFINDING SHEETS 20 - 21
23. PROPOSED BUS OR RAPID RIDE SHELTER STOPS, RE B2 & C2 / SHEET 04
24 CONCRETE DRIVEPAD, SEE COA STANDARD DRAWING #2426
25. PROPOSED FIRE HYDRANT LOCATION
26. FIRE LANE
27 ACCESSIBLE RAMP RE A2 / SHEET 4
28. RETAINING WALL
29. PARKING LOT SCREEN WALL 36" HIGH CAST-IN-PLACE CONCRETE UNO REFER DETAIL A1 / SHEET 4
30. BUILDING STRUCTURE
31 SERVICE DOCK
32. EGRESS FROM STORE ABOVE
33. STRIPED ISLAND
34 STORE ENTRY
35. TARGET SPHERICAL BOLLARDS, REFER DETAIL B2 / SHEET 3
36. LINE OF TARGET STORE ABOVE
37 NOT USED
38. EXISTING TRAFFIC SIGNAL
39. TYPICAL LOADING PARKING SPACE 10'-0"x20'-0"
40. LOCATION OF SCREEN WALL WILL COMPLY WITH LINE-OF-SIGHT TRIANGLE
41 LIGHT BOLLARD RE C4 SHEET 03
42 SERVICE YARD
43. SHOPPING CART CORRALS
44 PEDESTRIAN WALKWAY (WITHOUT BORDER), REFER DETAIL B4 / SHEET 4
45. PEDESTRIAN REFUGE
46. 12' HIGH SCREEN WALL CONSTRUCTION & COLOR TO MATCH BUILDING
47 PROPOSED STOP SIGN
48. ACCESSIBLE SIDEWALK RE A5 / SHEET 4
49. TARGET VAN DELIVERY SIGNAGE AT EACH 10'-0"x20'-0" SPACE
50. P U.E. LOCATIONS RE SHEETS 12 & 13
51 PEDESTRIAN WALKWAY SEE DETAIL B4 / SHEET 4
52 2" COLORED CONCRETE ROLLED CURB
53. FUTURE PEDESTRIAN CROSSWALK

CPTED PRINCIPLES

- WELL DEFINED SITE ENTRANCES WITH SIGNS, PLANTINGS, BOLLARDS AND LIGHTS
- CLEARLY MARKED PUBLIC PATHS
- MAXIMIZED VISIBILITY WITH FULLY ILLUMINATED PARKING AREAS AND DRIVING LANES USING LIGHTING THAT IS EVEN, UNIFORM AND DOES NOT PRODUCE DARK AREAS.
- NATURAL LIGHTING AND OPENNESS IN PARKING AREA
- ALL SURFACES CLEAN AND LIGHT IN COLOR TO REFLECT LIGHT
- NO ACCESS TO ROOF FROM PARKING AREA
- STAIRWELLS ARE NOT ACCESSIBLE FROM PARKING AREA
- MONITORED STORE ENTRANCE
- ELEVATORS ARE LOCATED WITHIN THE STORE ENTRY
- BUILDINGS AND WALKWAYS WILL BE KEPT CLEAN AND REPAIRED. PLANTINGS WILL BE KEPT IN GOOD CONDITION.
- DEVELOPMENT WILL BE MAINTAINED TO TARGET'S HIGH COMPANY STANDARDS.
- VISIBILITY IN THE PARKING AREA IS AVAILABLE IN MULTIPLE LOCATIONS AROUND THE BUILDING PERIMETER
- ENHANCED TARGET VIDEO SOLUTIONS (TVS) WILL BE INSTALLED FOR SECURITY CAMERAS UNDER THE BUILDING.

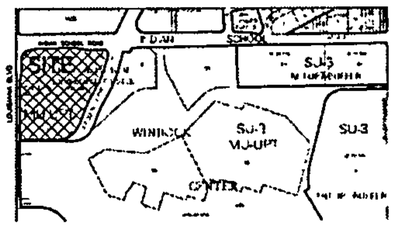
FURNISHINGS LEGEND

- 16'-0" HIGH PEDESTRIAN SCALE POLE LIGHT TO COMPLY W/ DARK SKY ORDINANCE A3 / SHEET 3
- 30'-0" HIGH AREA POLE LIGHT TO COMPLY W/ DARK SKY ORDINANCE (20'-0" WHERE OCCURS), A4 & A5 / SHEET 3
- EXISTING STREET POLE LIGHT
- LIGHT BOLLARD AND SPHERE BOLLARD A2 & A3 SHEET 3
- 1' WIDE SEAT WALL
- 6' BENCH, D2 / SHEET 3 AND TRASH RECEPTACLES
- COMPACT PARKING SPACE, "COMPACT" ON PAVEMENT
- TRASH RECEPTACLES



CONNECTIVITY PLAN

NOT TO SCALE



VICINITY MAP

Zone Atlas Map J-19-Z

1" = 500'-0"

Dekker Perich Sabatini
7601 Jefferson NE Suite 180
Albuquerque NM 87109
505 761 9700
Fax 761 4222
dps@dpsnm.com
ARCHITECT
ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

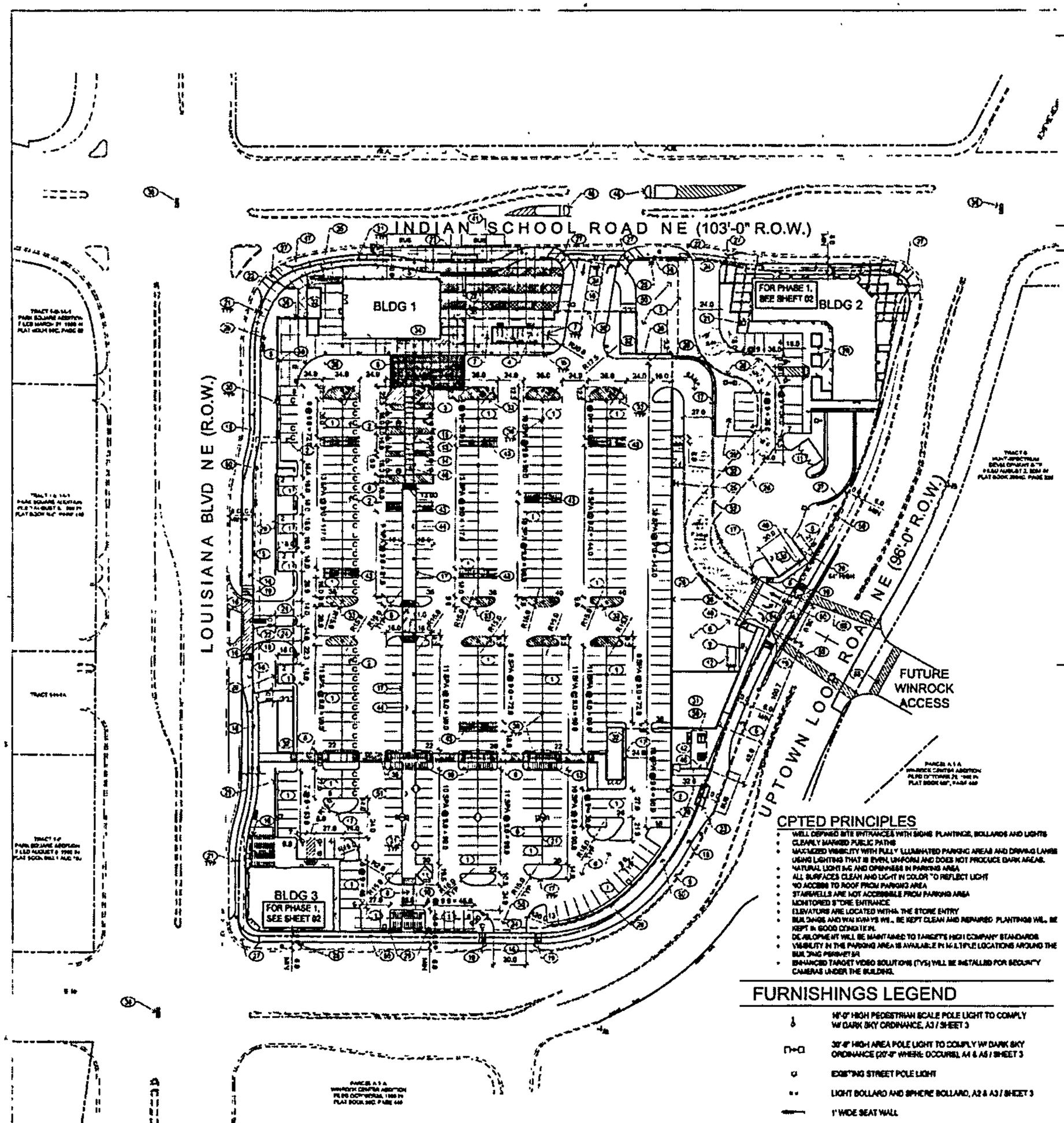
DRB SUBMITTAL

REVISIONS
1
2
3
4

DRAWN BY	TB
REVIEWED BY	SJT
DATE	11/10/2011
PROJECT NO	10-0135

DRAWING NAME

SITE DEVELOPMENT PLAN PHASE I



SITE DATA

LEGAL DESCRIPTION: ZONE: SU-3
TRACT A, HUNT - SPECTRUM DEVELOPMENT SITE

BUILDING 1 AREA:	155,629 SF
BUILDING 2 AREA - RETAIL:	6,200 SF
BUILDING 2 AREA - HOUSING:	21,800 SF (3 FLOORS @ 7,200 SF, 18 DU)
BUILDING 3 AREA:	4,740 SF
TOTAL:	
BUILDING AREA:	186,169 SF
SITE AREA:	320,480 SF (7.36 ACRES)
F.A.R. (186,169 SF / 320,480 SF):	0.58

PARKING

BUILDING 1:

USE:	RATIO:	REQUIRED:
RETAIL	2/1000	156,629 SF / 500 = 312 SPACES
PARKING PROVIDED		451 SPACES
ACCESSIBLE REQ'D / PROVIDED		12 SPACES / 12 SPACES

BUILDING 2:

USE	RATIO	REQUIRED:
RETAIL	2/1000	6,200 SF / 500 = 13 SPACES
HOUSING	1.5/DU	1.5 X 18 DU = 27 SPACES
PARKING PROVIDED		41 SPACES (11 SURFACE, 30 BELOW)
ACCESSIBLE REQ'D / PROVIDED		2 SPACES / 2 SPACES

BUILDING 3:

USE	RATIO:	REQUIRED:
RETAIL	2/1000	4,740 SF / 500 = 10 SPACES
PARKING PROVIDED		22 SPACES
ACCESSIBLE REQ'D / PROVIDED		2 SPACES / 2 SPACES

TOTAL:

PARKING REQUIRED	362 SPACES
PARKING PROVIDED:	538 SPACES (36 - COMPACT)
ACCESSIBLE REQ'D / PROVIDED	16 SPACES / 16 SPACES

MOTORCYCLE PARKING:

REQUIRED:	501-750 PARKING SPACES = 7 SPACES
PROVIDED:	10 SPACES

BICYCLE PARKING:

REQUIRED:	1:20 AUTOMOBILE, (538 / 20) = 27 SPACES
PROVIDED	30 SPACES

CPTED PRINCIPLES

- WELL DEFINED SITE ENTRANCES WITH SIGNS, PLANTINGS, BOLLARDS AND LIGHTS
- CLEARLY MARKED PUBLIC PATHS
- MAXIMIZED VISIBILITY WITH FULLY ILLUMINATED PARKING AREAS AND DRIVING LANES USING LIGHTING THAT IS EVEN, UNIFORM AND DOES NOT PRODUCE DARK AREAS.
- NATURAL LIGHTING AND OPENNESS IN PARKING AREA
- ALL SURFACES CLEAN AND LIGHT IN COLOR TO REFLECT LIGHT
- NO ACCESS TO ROOF FROM PARKING AREA
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- ELEVATORS ARE LOCATED WITHIN THE STORE ENTRY
- BUILDINGS AND WALKWAYS WILL BE KEPT CLEAN AND REPAIRED. PLANTINGS WILL BE KEPT IN GOOD CONDITION.
- DEVELOPMENT WILL BE MAINTAINED TO TARGET'S HIGH COMPANY STANDARDS
- VISIBILITY IN THE PARKING AREA IS AVAILABLE IN MULTIPLE LOCATIONS AROUND THE BUILDING PERIMETER.
- ENHANCED TARGET VIDEO SOLUTIONS (TVS) WILL BE INSTALLED FOR SECURITY CAMERAS UNDER THE BUILDING.

FURNISHINGS LEGEND

	16'-0" HIGH PEDESTRIAN SCALE POLE LIGHT TO COMPLY W/ DARK SKY ORDINANCE, A3 / SHEET 3
	30'-0" HIGH AREA POLE LIGHT TO COMPLY W/ DARK SKY ORDINANCE (20'-0" WHERE OCCURS), A4 & A5 / SHEET 3
	EXISTING STREET POLE LIGHT
	LIGHT BOLLARD AND SPHERE BOLLARD, A2 & A3 / SHEET 3
	1' WIDE SEAT WALL
	6' BENCH, D2 / SHEET 3 AND TRASH RECEPTACLES
C	COMPACT PARKING SPACE, "COMPACT" ON PAVEMENT
	TRASH RECEPTACLES

GENERAL NOTES

A. SITE PLAN SHALL BE DESIGNED & BUILT TO CURRENT DPM STANDARDS.
B. SEE CIVIL PLANS FOR ADDITIONAL GRADING, DRAINAGE AND UTILITY INFORMATION.
C. DIMENSIONS ARE TO FACE OF CURB, OR WALL, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED
D. ALL CURBS AND ACCESSIBLE RAMPS WILL BE DESIGNED AND BUILT ACCORDING TO THE CITY OF ALBUQUERQUE STANDARDS.
E. ALL LIGHT FIXTURES AND DESIGN SHALL COMPLY WITH THE NEW MEXICO NIGHT SKY PROTECTION ACT, THE CITY OF ALBUQUERQUE ZONING CODE, SECTION 14-16-3-9 AREA LIGHTING REGULATIONS
F. SIDEWALKS TO BE STANDARD GRAY SCORED CONCRETE UNLESS NOTED OTHERWISE
G. STREETS, PARKING SPACES AND ASSOCIATED DRIVES TO BE ASPHALT UNLESS NOTED OTHERWISE.
H. SEE LANDSCAPE SHEET FOR OPEN SPACE CALCULATIONS
I. SITE PLAN SHALL COMPLY WITH LOCAL, FEDERAL ADA STANDARDS & GUIDELINES.
J. PEDESTRIAN AMENITIES ALONG WALKWAYS TO SERVE HUMANS AND ANIMALS INCLUDE SCALED LIGHTING, BENCHES AND TRASH RECEPTACLES.
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KEYED NOTES

1. TYPICAL PARKING SPACE, 8'-0" x 18'-0" (UNLESS NOTED OTHERWISE).
2. TYPICAL COMPACT PARKING SPACE, 8'-0" x 16'-0"
3. TYPICAL ADA PARKING SPACE, 8'-0" x 18'-0"
4. TYPICAL MOTORCYCLE PARKING SPACE 8'-0" x 8'-0" REFER DETAIL C2 / SHEET 4
5. LANDSCAPED AREA, REFER TO LANDSCAPE PLAN
6. CONCRETE PAVING
7. METAL BIKE RACK, REFER DETAIL D1 / SHEET 3
8. PEDESTRIAN CROSSWALK, COLOR AND TEXTURE PATTERN TO DIFFERENTIATE FROM SURROUNDING CONCRETE PAVING.
9. 16' HIGH SCREEN WALL, CONSTRUCTION & COLOR TO MATCH BUILDING, REFER DETAIL A1 / SHEET 4
10. STEEL TRELLIS ABOVE
11. REFUSE ENCLOSURE FOR SOLID WASTE DISPOSAL, REFER DETAIL B6 / SHEET 3
12. TRASH COMPACTOR
13. POLE MOUNTED ADA SIGNAGE, RE. C3 / SHEET 03
14. 8" Ø BOLLARD, TYP
15. PAINTED ADA PAVEMENT SIGNAGE TYP
16. AUTOMOBILE INGRESS/EGRESS.
17. CONCRETE CURB
18. 16' SIDEWALK, RE. A4 / SHEET 4
19. NEW CONCRETE ADA RAMP WITH 1:12 MAXIMUM SLOPE AND TRUNCATED DOMES PER COA STANDARD DRAWING 2440
20. RAISED LANDSCAPE PLANTER, RE A3 / SHEET 5
21. LIGHT POLE TYP. REFER DETAIL A3, A4 & A5 / SHEET 3
22. MONUMENT SIGN, REFER WAYFINDING SHEETS 20 - 21
23. PROPOSED BUS OR RAPID RIDE SHELTER STOPS, RE. B2 & C2 / SHEET 04
24. CONCRETE DRIVEPAD, SEE COA STANDARD DRAWING 2426
25. PROPOSED FIRE HYDRANT LOCATION
26. FIRE LANE
27. ACCESSIBLE RAMP, RE. A2 / SHEET 4
28. RETAINING WALL
29. PARKING LOT SCREEN WALL, 36" HIGH CAST-IN-PLACE CONCRETE, LINO. REFER DETAIL A1 / SHEET 4
30. BUILDING STRUCTURE
31. SERVICE DOCK
32. EGRESS FROM STORE ABOVE
33. STRIPED ISLAND
34. STORE ENTRY
35. TARGET SPHERICAL BOLLARDS, REFER DETAIL B2 / SHEET 3
36. LINE OF TARGET STORE ABOVE
37. 42" HIGH CAST-IN-PLACE CONCRETE WALL
38. EXISTING TRAFFIC SIGNAL
39. TYPICAL LOADING PARKING SPACE 10'-0" x 28'-0"
40. LOCATION OF SCREEN WALL WILL COMPLY WITH LINE-OF-SIGHT TRIANGLE
41. LIGHT BOLLARD, RE: C4 / SHEET 03
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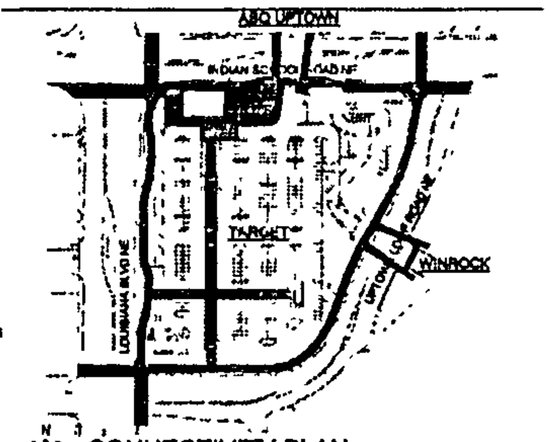
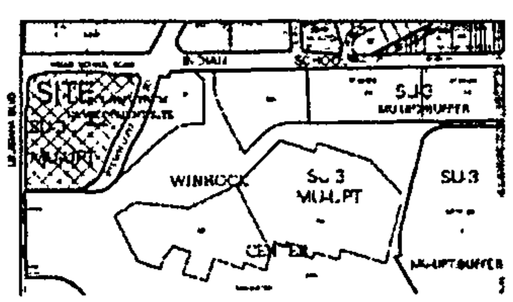
53. FUTURE PEDESTRIAN CROSSWALK



CONNECTIVITY PLAN
NOT TO SCALE



VICINITY MAP
Zone Atlas Map J-19-Z
1" = 500'-0"

PLANS EXPIRING ON FILE
824-3611
APPROVED/DISAPPROVED

FOR/MER PROJECT NUMBER: 1007316
PROJECT NUMBER: 1007316
APPLICATION NUMBER:

Is an Infrastructure List Required? ( ) Yes ( ) No. If yes, then a set of approved DRC plans with a work order is required for any construction within Public Right-of-Way or the financing of public improvements.

SITE DEVELOPMENT PLAN APPROVAL:

TRAFFIC ENGINEER, TRANSPORTATION DIVISION	DATE
ABCWUA	DATE
PARKS AND RECREATION DEPARTMENT	DATE
CITY ENGINEER	DATE
SOLID WASTE MANAGEMENT	11-10-11 DATE
DRB CHAIRPERSON, PLANNING DEPARTMENT	DATE

architecture
interiors
landscape
& survey
engineering

Dekker
Perich
Sabatini

7601 Jefferson NE Suite 180
Albuquerque NM 87109
505.761.9700
fax 761-4222
dps@dpsdesign.org

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

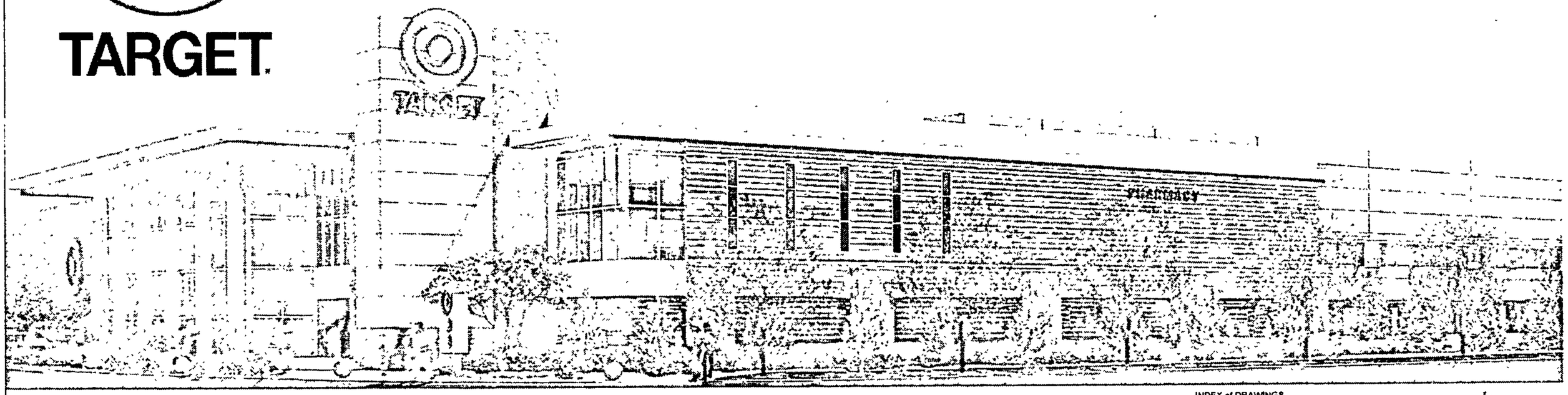
REVISIONS	
△	
△	
△	
△	

DRAWN BY	TB
REVIEWED BY	SJT
DATE	11/11/2011
PROJECT NO	10-0136

DRAWING NAME

SITE DEVELOPMENT PLAN PHASE 2 (FULL BUILD-OUT)

TARGET



SITE DEVELOPMENT PLAN FOR BUILDING PERMIT
DRB RE-SUBMITTAL - 11/10/11

TARGET @ ABQ UPTOWN

Albuquerque, New Mexico

HUNT
DEVELOPMENT GROUP

Dekker/Perich/Sabatini

LCA Lawrence A. Cates & Associates, LLP
Consulting Engineers

EIDAHL ENVIRONMENTAL
design, inc

INDEX of DRAWINGS

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01 SITE DEVELOPMENT PLAN - PHASE II
02 SITE DEVELOPMENT PLAN - PHASE I
03 SITE DETAILS
04 ENLARGED PLAZA PLAN, SITE DETAILS

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05 LANDSCAPE PLAN - PHASE II
06 ENLARGED LANDSCAPE PLAN - PHASE II
07 LANDSCAPE PLAN - PHASE I
08 ENLARGED LANDSCAPE PLAN - PHASE I

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09 DIMENSION CONTROL PLAN
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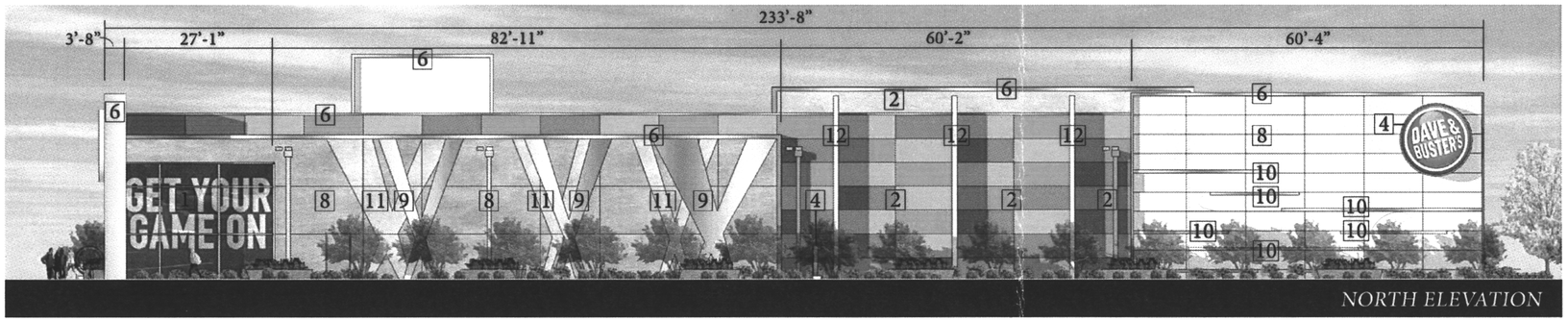
11 PLAZA AREA GRADING PLAN
12 DRAINAGE PLAN
13 WATER & SANITARY SEWER PLAN
14 TRUCK ACCESS PLAN

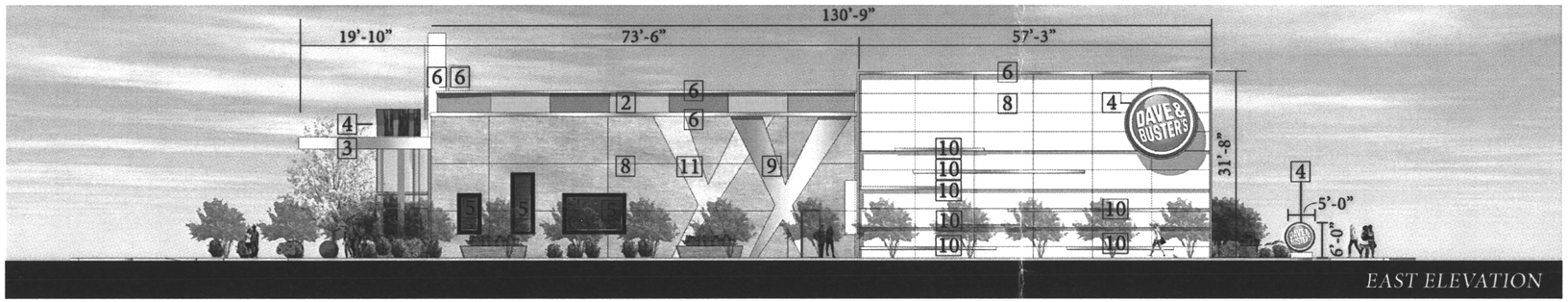
Elevations & Perspectives
15 LOT 2 - MIXED USE ELEVATIONS
16 LOT 3 - PAD ELEVATIONS
17 TARGET ELEVATIONS
18 TARGET PERSPECTIVES
19 ARTICULATION COMPLIANCE

Signage
20 WAYFINDING RECOMMENDATIONS
21 WAYFINDING RECOMMENDATIONS

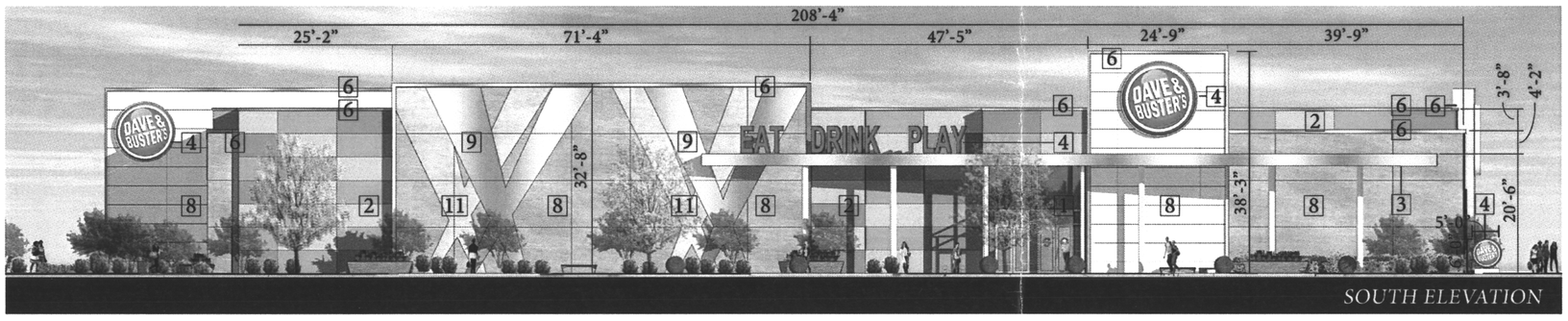
COVER SHEET



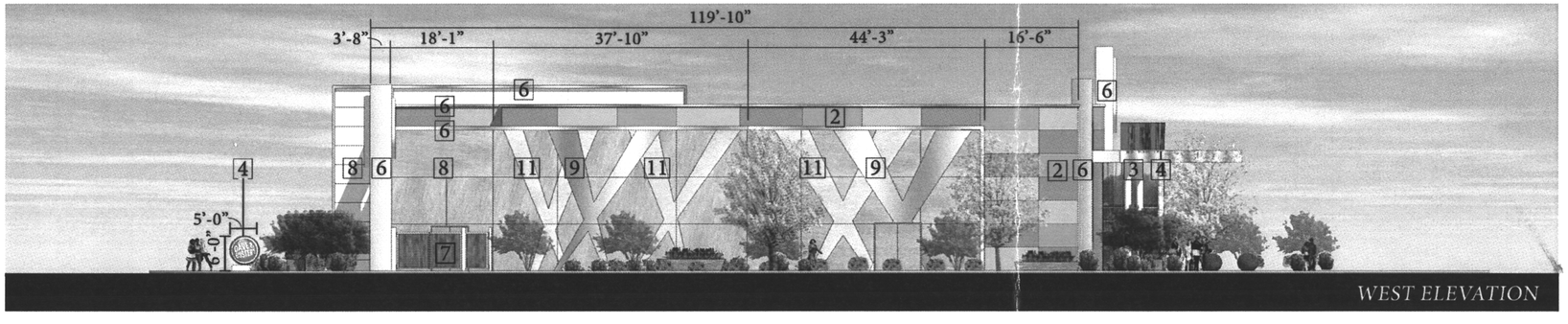
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

KEY NOTES

1. Aluminum Storefront with Vision Glass
2. Synthetic Stucco
3. Metal Canopy
4. Internally Lit Signage
5. Spandrel Glass
6. Metal Coping
7. Wood Plank Gate Enclosure
8. EIFS with V-Groove Reveals
9. Metal Panel with 6" Stand Off
10. Metal Bands with 2" Stand Off
11. EIFS, Recessed 2"
12. Metal Fins

FINISHES

Light Tan

Tan

Light Orange

Orange

Dark Orange

Metal

Wood Plank at Gate Enclosure

0 20'

scale 10'

Aria Group Architects, Inc.
ARCHITECTURE • PLANNING • INTERIOR DESIGN

DAVE & BUSTER'S
ALBUQUERQUE, NM
EXTERIOR ELEVATIONS
AUGUST 13, 2013

VIEW 1

VIEW 3

VIEW 2

VIEW 4

Aria Group Architects, Inc.
ARCHITECTURE • PLANNING • INTERIOR DESIGN

DAVE & BUSTER'S
ALBUQUERQUE, NM
EXTERIOR RENDERINGS
JULY 23, 2013

DAY VIEWS

DUSK VIEWS

Aria Group Architects, Inc.
ARCHITECTURE · PLANNING · INTERIOR DESIGN

DAVE & BUSTER'S
ALBUQUERQUE, NM
DAY AND DUSK RENDERINGS
JULY 23, 2013

DAVE & BUSTER'S

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

November 16, 2011

Project# 1007316
11DRB-70284 SITE DEVELOPMENT PLAN FOR BUILDING PERMIT
11DRB-70303 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

DEKKER/PERICH/SABATINI and SURV-TEK INC, agent(s) for HUNT UPTOWN II, LLC request(s) the referenced/ above action(s) for all or a portion of Tract(s) A, **HUNT-SPECTRUM DEVELOPMENT SITE** zoned SU-3 MU-UPT, located on the south side of INDIAN SCHOOL RD NE between LOUISIANA BLVD NE and UPTOWN LOOP RD NE containing approximately 7.467 acre(s). (J-19)*[Deferred from 10-19-11, 11/2/11]*

The Site Development Plan for Building Permit was presented to the Development Review Board in compliance with the Uptown Sector Development Plan. Additionally, an Updated Traffic Impact Study was submitted and accepted by the City's Transportation Development Division.

With the signing of the infrastructure list dated November 16, 2011, the Site Development Plan for Building Permit was approved with final sign off delegated to City Engineer for recording of the Subdivision Improvement Agreement and to Planning to comply with the following conditions and expiration of the 15 day appeal period; the preliminary/final plat was approved with final sign off delegated to Planning:

1. The pedestrian linkage in the parking lot on the south of Building 1 shall have a flared/ split concrete connection to the public sidewalk on the Uptown Loop Road, to direct pedestrians west or east.
2. A contrasting color (and/ or material) shall be used as a major façade change over the new vehicular access on the east elevation.
3. An informational note shall be provided regarding care for delivery allocation to minimize semi-trailer conflicts with vehicular customer traffic.

Any person with standing who is aggrieved with any determination of the Development Review Board may file an appeal, but it must be within 15 days of the Development Review Board's decision. If you wish to appeal this decision you must do so by December 1, 2011, on the Planning Department appeal forms with the appropriate fee, to the Planning Department Front Counter. Appeal is to the Land Use Hearing Officer, who will make a recommendation to the City Council.

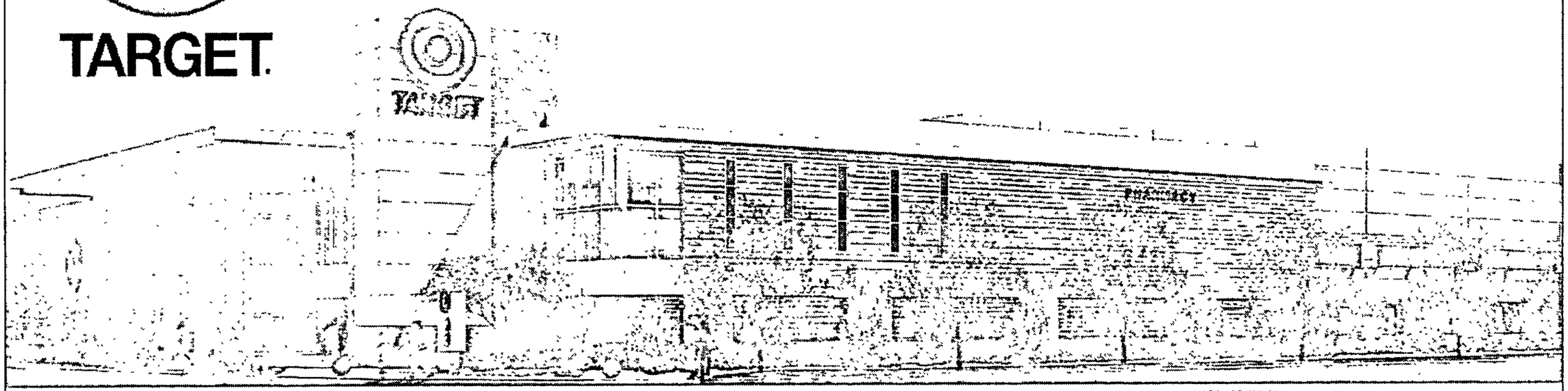
You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Jack Cloud, DRB Chair

Cc: Hunt Uptown II, LLC – 201 3rd St NW Ste 1150 – Albuquerque, NM 87102
Cc: Dekker/Perich/Sabatini – 7601 Jefferson St NE – Albuquerque, NM 87109
Cc: Gary Goodman – 100 Sun Ave NE St 100 – Albuquerque, NM 87109
Cc: John Salazar – P.O. Box 1888 – Albuquerque, NM 87103
Cc: Evelyn Feltner – 2014 Utah St NE – Albuquerque, NM 87110
Cc: Dave Harman – 2938 La Palomita Rd NE – Albuquerque, NM 87111
Cc: Dave Dekker – 2101 Mountain Rd NW – Albuquerque, NM 87104
Marilyn Maldonado

100731G

TARGET.



SITE DEVELOPMENT PLAN FOR BUILDING PERMIT
DRB SUBMITTAL - 10/07/11

TARGET @ ABQ UPTOWN

Albuquerque, New Mexico

HUNT DEVELOPMENT GROUP

Dekker/Perich/Sabatini

LCA Lawrence A. Cates & Associates, LLP Consulting Engineers

EIDAHL ENVIRONMENTAL design, inc.

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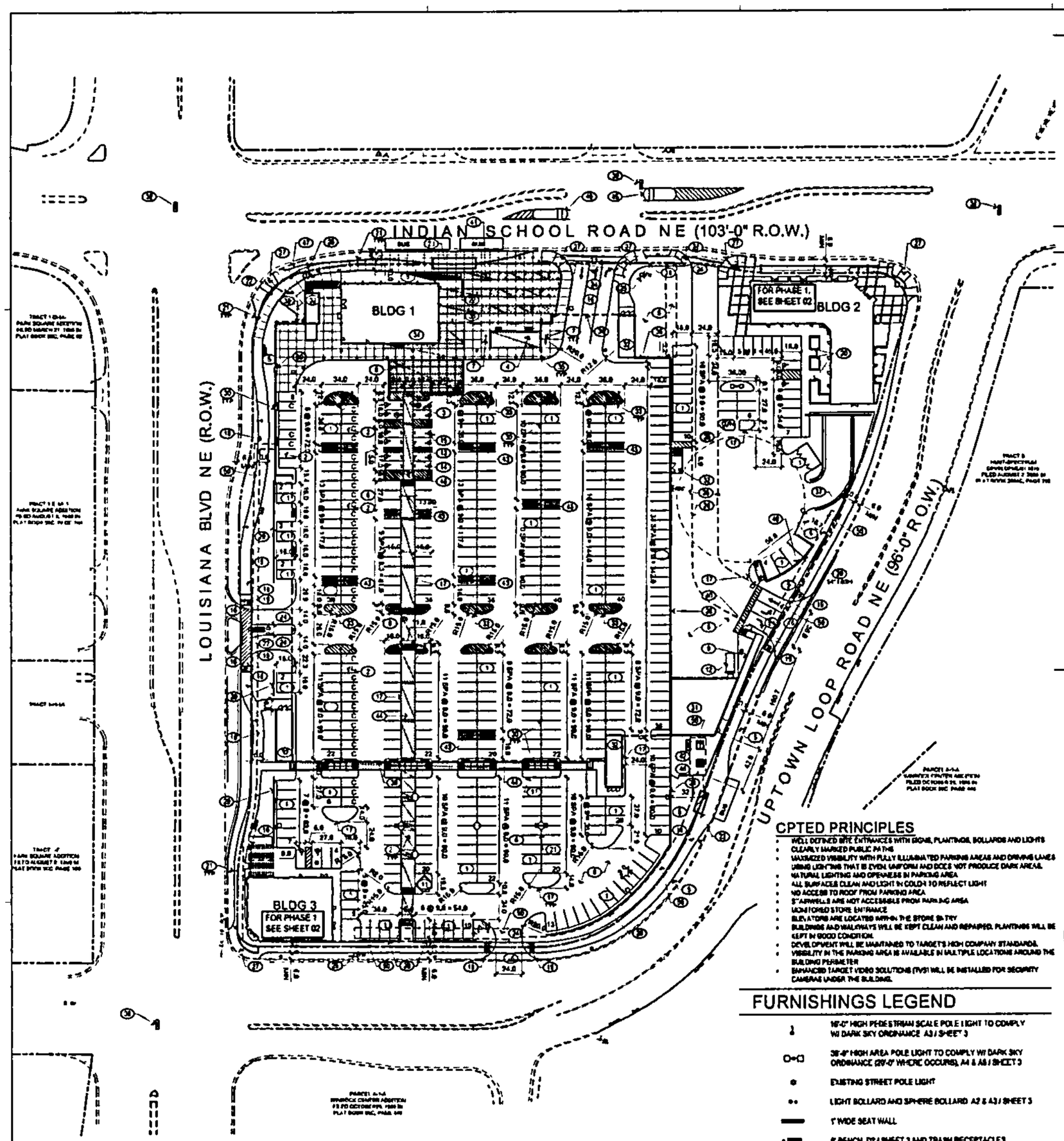


SITE PLAN - PHASE 2 (FULL BUILD-OUT)

1" = 50'-0"

SITE DATA

LEGAL DESCRIPTION: TRACK A, HUNT - SPECTRUM DEVELOPMENT SITE

ZONE: SU-3

BUILDING 1 AREA:	165,628 SF
BUILDING 2 AREA - RETAIL:	6,200 SF
BUILDING 2 AREA - HOUSING:	21,900 SF (3 FLOORS @ 7,200 SF 18 DU)
BUILDING 3 AREA:	4,740 SF
TOTAL BUILDING AREA:	198,168 SF
SITE AREA:	320,480 SF (7.36 ACRES)
F.A.R. (198,168 SF / 320,480 SF):	0.59

PARKING

BUILDING 1

USE	RATIO	REQUIRED
RETAIL	2/1000	165,628 SF / 500 = 312 SPACES
PARKING PROVIDED		466 SPACES
ACCESSIBLE REQ'D / PROVIDED		12 SPACES / 12 SPACES

BUILDING 2

USE	RATIO	REQUIRED
RETAIL	2/1000	6,200 SF / 500 = 13 SPACES
HOUSING	1.5/DU	1.5 X 18 DU = 27 SPACES
PARKING PROVIDED		48 SPACES (18 SURFACE, 30 BELOW)
ACCESSIBLE REQ'D / PROVIDED		2 SPACES / 2 SPACES

BUILDING 3

USE	RATIO	REQUIRED
RETAIL	2/1000	4,740 SF / 500 = 10 SPACES
PARKING PROVIDED		24 SPACES
ACCESSIBLE REQ'D / PROVIDED		2 SPACES / 2 SPACES

TOTAL

PARKING REQUIRED	362 SPACES
PARKING PROVIDED	538 SPACES (36 - COMPACT)
ACCESSIBLE REQ'D / PROVIDED	16 SPACES / 16 SPACES

MOTORCYCLE PARKING

REQUIRED:	501-750 PARKING SPACES = 7 SPACES
PROVIDED	10 SPACES

BICYCLE PARKING

REQUIRED:	1 PER AUTOMOBILE, (538 / 20) = 27 SPACES
PROVIDED	30 SPACES

CPTED PRINCIPLES

- WELL DEFINED SITE ENTRANCES WITH SIGNS, PLANTINGS, BOLLARDS AND LIGHTS
- CLEARLY MARKED PUBLIC PATHS
- MAXIMIZED VISIBILITY WITH FULLY ILLUMINATED PARKING AREAS AND DRIVING LANES USING LIGHTING THAT IS EVEN, UNIFORM AND DOES NOT PRODUCE DARK AREAS.
- NATURAL LIGHTING AND OPENNESS IN PARKING AREA
- ALL SURFACES CLEAN AND LIGHT IN COLOR TO REFLECT LIGHT
- NO ACCESS TO ROOF FROM PARKING AREA
- STAIRWELLS ARE NOT ACCESSIBLE FROM PARKING AREA
- MONITORED STORE ENTRANCE
- ELEVATORS ARE LOCATED WITHIN THE STORE ENTRY
- BUILDINGS AND WALKWAYS WILL BE KEPT CLEAN AND REPAIRED. PLANTINGS WILL BE KEPT IN GOOD CONDITION.
- DEVELOPMENT WILL BE MAINTAINED TO TARGET'S HIGH COMPANY STANDARDS.
- VISIBILITY IN THE PARKING AREA IS AVAILABLE IN MULTIPLE LOCATIONS AROUND THE BUILDING PERIMETER
- ENHANCED TARGET VIDEO SOLUTIONS (TVS) WILL BE INSTALLED FOR SECURITY CAMERAS UNDER THE BUILDING.

FURNISHINGS LEGEND

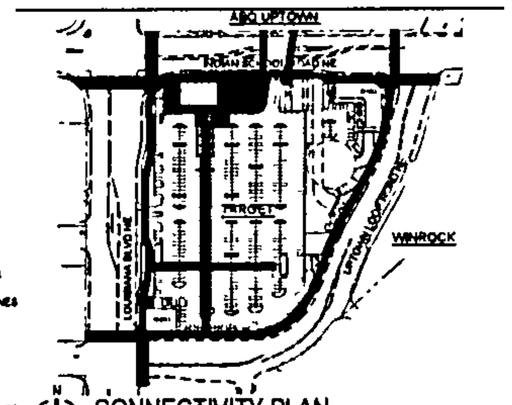
- 16'-0" HIGH PEDESTRIAN SCALE POLE LIGHT TO COMPLY W/ DARK SKY ORDINANCE A3 / SHEET 3
- 35'-0" HIGH AREA POLE LIGHT TO COMPLY W/ DARK SKY ORDINANCE (20'-0" WHERE OCCURS), A4 & A5 / SHEET 3
- EXISTING STREET POLE LIGHT
- LIGHT BOLLARD AND SPHERE BOLLARD A2 & A3 / SHEET 3
- 1' WIDE SEAT WALL
- 6' BENCH, D2 / SHEET 3 AND TRASH RECEPTACLES
- COMPACT PARKING SPACE
- TRASH RECEPTACLES

GENERAL NOTES

A. SITE PLAN SHALL BE DESIGNED & BUILT TO CURRENT DPM STANDARDS.
B. SEE CIVIL PLANS FOR ADDITIONAL GRADING, DRAINAGE AND UTILITY INFORMATION.
C. DIMENSIONS ARE TO FACE OF CURB OR WALL, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
D. ALL CURBS AND ACCESSIBLE RAMPS WILL BE DESIGNED AND BUILT ACCORDING TO THE CITY OF ALBUQUERQUE STANDARDS.
E. ALL LIGHT FIXTURES AND DESIGN SHALL COMPLY WITH THE NEW MEXICO NIGHT SKY PROTECTION ACT. THE CITY OF ALBUQUERQUE ZONING CODE, SECTION 14-16-3-9 AREA LIGHTING REGULATIONS.
F. SIDEWALKS TO BE STANDARD GRAY BROOM FINISH CONCRETE UNLESS NOTED OTHERWISE
G. STREETS, PARKING SPACES AND ASSOCIATED DRIVES TO BE ASPHALT UNLESS NOTED OTHERWISE
H. SEE LANDSCAPE SHEET FOR OPEN SPACE CALCULATIONS.
I. SITE PLAN SHALL COMPLY WITH LOCAL, FEDERAL ADA STANDARDS & GUIDELINES.
J. PEDESTRIAN AMENITIES ALONG WALKWAYS TO SERVE HUMANS AND ANIMALS INCLUDE SCALED LIGHTING, BENCHES AND TRASH RECEPTACLES.
K. TARGET WILL MAINTAIN THE PEDESTRIAN CROSSWALK AT DRIVEWAYS WITHIN THE PARKING AREAS.

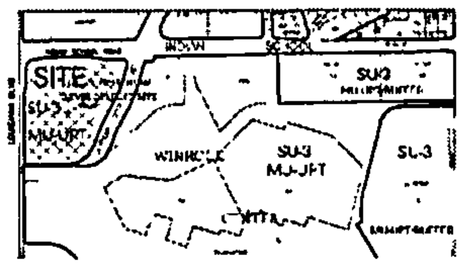
KEYED NOTES

1. TYPICAL PARKING SPACE 9'-0"x18'-0" (UNLESS NOTED OTHERWISE).
2. TYPICAL COMPACT PARKING SPACE, 8'-0"x16'-0"
3. TYPICAL ADA PARKING SPACE, 9'-0"x18'-0"
4. TYPICAL MOTORCYCLE PARKING SPACE 8'-0"x8'-0"
5. LANDSCAPED AREA, REFER TO LANDSCAPE PLAN
6. CONCRETE PAVING
7. METAL BIKE RACK; REFER DETAIL D1 / SHEET 3
8. PEDESTRIAN CROSSWALK: COLOR AND TEXTURE PATTERN TO DIFFERENTIATE FROM SURROUNDING CONCRETE PAVING.
9. 16' HIGH SCREEN WALL. CONSTRUCTION & COLOR TO MATCH BUILDING. REFER DETAIL A1 / SHEET 4
10. STEEL TRELLIS ABOVE
11. REFUSE ENCLOSURE FOR SOLID WASTE DISPOSAL, REFER DETAIL B5 / SHEET 3
12. TRASH COMPACTOR
13. POLE MOUNTED ADA SIGNAGE, RE: C5 / SHEET 03
14. 6" Ø BOLLARD TYP
15. PAINTED ADA PAVEMENT SIGNAGE TYP
16. AUTOMOBILE INGRESS/EGRESS.
17. CONCRETE CURB
18. 10' MEANDERING SIDEWALK, RE: A4 / SHEET 4
19. NEW CONCRETE ADA RAMP WITH 1:12 MAXIMUM SLOPE AND TRUNCATED DOMES PER COA STANDARD DRAWING 2442
20. RAISED LANDSCAPE PLANTER. RE: A3 / SHEET 5
21. LIGHT POLE TYP. REFER DETAIL A5 / SHEET 2
22. MONUMENT SIGN; REFER WAYFINDING SHEETS 22 - 24
23. PROPOSED BUS OR RAPID RIDE SHELTER STOPS. RE: B2 & C3 / SHEET 04
24. CONCRETE DRIVEPAD. SEE COA STANDARD DRAWING #2426
25. PROPOSED FIRE HYDRANT LOCATION
26. FIRE LANE
27. ACCESSIBLE RAMP. RE: A2 / SHEET 4
28. RETAINING WALL
29. PARKING LOT SCREEN WALL, 36" HIGH CAST-IN-PLACE CONCRETE, UNO. REFER DETAIL A1 / SHEET 4
30. BUILDING STRUCTURE
31. SERVICE DOCK
32. EGRESS FROM STORE ABOVE
33. STRIPED ISLAND
34. STORE ENTRY
35. TARGET SPHERICAL BOLLARDS
36. LINE OF TARGET STORE ABOVE
37. 42" HIGH CAST-IN-PLACE CONCRETE WALL
38. EXISTING TRAFFIC SIGNAL
39. PROPOSED TRAFFIC & PEDESTRIAN SIGNAL
40. LOCATION OF SCREEN WALL WILL COMPLY WITH LINE-OF-SIGHT TRIANGLE
41. LIGHT BOLLARD, RE: C4 / SHEET 03
42. SERVICE YARD
43. SHOPPING CART CORRALS
44. PEDESTRIAN WALKWAY IN PARKING LOT. REFER DETAIL B4 / SHEET 4
45. PEDESTRIAN REFUGE
46. 12' HIGH SCREEN WALL. CONSTRUCTION & COLOR TO MATCH BUILDING
47. PROPOSED STOP SIGN
48. ACCESSIBLE SIDEWALK. RE: A5 / SHEET 4
49. TARGET VAN DELIVERY SIGNAGE AT EACH 16'-0"x26'-0" SPACE
50. P.U.E. LOCATIONS. RE: SHEETS 12 & 13



CONNECTIVITY PLAN

NOT TO SCALE



VICINITY MAP
Zone Atlas Map J-19-Z

1" = 500'-0"

FORMER PROJECT NUMBER: [illegible]

PROJECT NUMBER: [illegible]

APPLICATION NUMBER:

SITE DEVELOPMENT PLAN APPROVAL

TRAFFIC ENGINEER, TRANSPORTATION DIVISION	DATE
AMAFCA	DATE
PARKS AND RECREATION DEPARTMENT	DATE
CITY ENGINEER	DATE
SOLID WASTE MANAGEMENT	DATE
DRB CHAIRPERSON, PLANNING DEPARTMENT	DATE

Dekker Perich Sabatini
7601 Jefferson NE Suite 100
Albuquerque, NM 87109
505 761-9700
Fax 761-4222

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

REVISIONS
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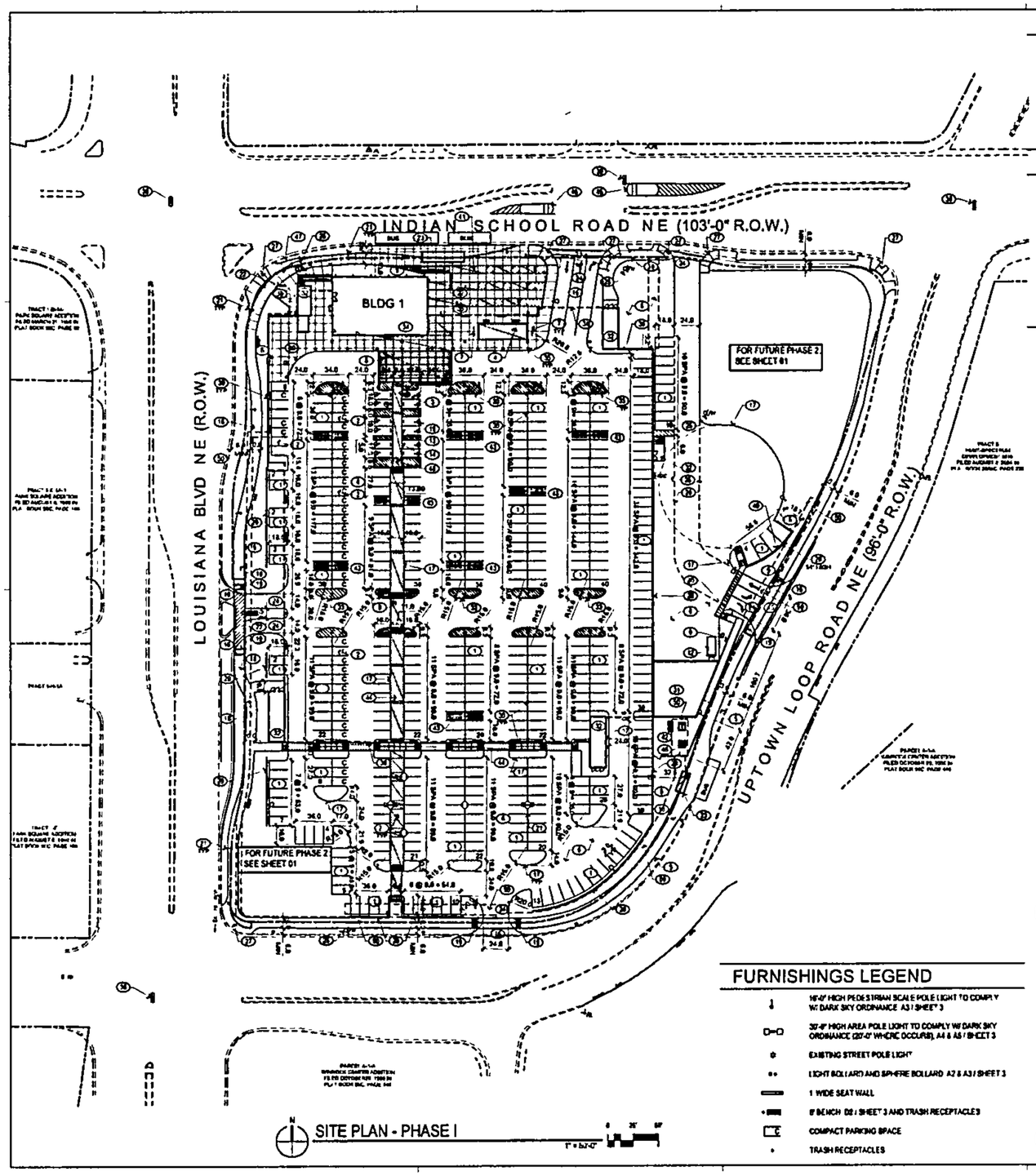
DRAWN BY	TB
REVIEWED BY	SJT
DATE	10/07/2011
PROJECT NO.	10-0135

DRAWING NAME

SITE DEVELOPMENT PLAN PHASE 2 (FULL BUILD-OUT)



SITE PLAN - PHASE I

SITE DATA

LEGAL DESCRIPTION: TRACT A, HUNT - SPECTRUM DEVELOPMENT SITE

ZONE: SU-3

BUILDING 1 AREA:	155,629 SF
SITE AREA:	320,480 SF (7.36 ACRES)
F.A.R. (155,629 SF / 320,480 SF):	0.49

(BUILDINGS 2 & 3 FUTURE)

PARKING

BUILDING 1:

USE	RATIO:	REQUIRED:
RETAIL	2/1000	155,629 SF / 500 = 312 SPACES
PARKING PROVIDED		468 SPACES (36 - COMPACT)
ACCESSIBLE REQ'D / PROVIDED		10 SPACES / 12 SPACES

MOTORCYCLE PARKING:

REQUIRED:	301-500 PARKING SPACES = 6 SPACES
PROVIDED:	10 SPACES

BICYCLE PARKING:

REQUIRED:	1:20 AUTOMOBILE, (466 / 20) = 24 SPACES
PROVIDED:	30 SPACES

GENERAL NOTES

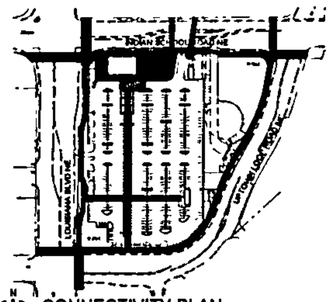
A. SITE PLAN SHALL BE DESIGNED & BUILT TO CURRENT DPM STANDARDS.
B. SEE CIVIL PLANS FOR ADDITIONAL GRADING, DRAINAGE AND UTILITY INFORMATION.
C. DIMENSIONS ARE TO FACE OF CURB, OR WALL, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
D. ALL CURBS AND ACCESSIBLE RAMPS WILL BE DESIGNED AND BUILT ACCORDING TO THE CITY OF ALBUQUERQUE STANDARDS.
E. ALL LIGHT FIXTURES AND DESIGN SHALL COMPLY WITH THE NEW MEXICO NIGHT SKY PROTECTION ACT. THE CITY OF ALBUQUERQUE ZONING CODE, SECTION 14-16-3-9 AREA LIGHTING REGULATIONS.
F. SIDEWALKS TO BE STANDARD GRAY SCORED CONCRETE UNLESS NOTED OTHERWISE.
G. STREETS, PARKING SPACES AND ASSOCIATED DRIVES TO BE ASPHALT UNLESS NOTED OTHERWISE.
H. SEE LANDSCAPE SHEET FOR OPEN SPACE CALCULATIONS.
I. SITE PLAN SHALL COMPLY WITH LOCAL, FEDERAL ADA STANDARDS & GUIDELINES.
J. PEDESTRIAN AMENITIES ALONG WALKWAYS TO SERVE HUMANS AND ANIMALS INCLUDE SCALED LIGHTING, BENCHES AND TRASH RECEPTACLES.
K. TARGET WILL MAINTAIN THE PEDESTRIAN CROSSWALK AT DRIVEWAYS WITHIN THE PARKING AREAS.

KEYED NOTES

1. TYPICAL PARKING SPACE: 9'-0"x18'-0" (UNLESS NOTED OTHERWISE).
2. TYPICAL COMPACT PARKING SPACE, 8'-0"x16'-0"
3. TYPICAL ADA PARKING SPACE, 9'-0"x18'-0"
4. TYPICAL MOTORCYCLE PARKING SPACE: 5'-0"x8'-0"
5. LANDSCAPED AREA: REFER TO LANDSCAPE PLAN
6. CONCRETE PAVING
7. METAL BIKE RACK, REFER DETAIL 01 / SHEET 3
8. PEDESTRIAN CROSSWALK, COLOR AND TEXTURE PATTERN TO DIFFERENTIATE FROM SURROUNDING CONCRETE PAVING.
9. 16' HIGH SCREEN WALL CONSTRUCTION & COLOR TO MATCH BUILDING, REFER DETAIL B1 / SHEET 4
10. NOT USED
11. NOT USED
12. TRASH COMPACTOR
13. POLE MOUNTED ADA SIGNAGE, RE: C5 / SHEET 03
14. 6" Ø BOLLARD, TYP.
15. PAINTED ADA PAVEMENT SIGNAGE TYP.
16. AUTOMOBILE INGRESS/EGRESS.
17. CONCRETE CURB
18. 10' MEANDERING SIDEWALK: RE: A4 / SHEET 4
19. NEW CONCRETE ADA RAMP WITH, 1:12 MAXIMUM SLOPE AND TRUNCATED DOMES PER COA STANDARD DRAWING 2440
20. NOT USED
21. LIGHT POLE TYP: REFER DETAIL A5 / SHEET 2
22. MONUMENT SIGN: REFER WAYFINDING SHEETS 22 - 24
23. PROPOSED BUS OR RAPID RIDE SHELTER STOPS, RE: B2 & C2 / SHEET 04
24. CONCRETE DRIVEPAD: SEE COA STANDARD DRAWING #2426
25. PROPOSED FIRE HYDRANT LOCATION
26. FIRE LANE
27. ACCESSIBLE RAMP: RE: A2 / SHEET 4
28. RETAINING WALL
29. PARKING LOT SCREEN WALL: 36" HIGH CAST-IN-PLACE CONCRETE UNO, REFER DETAIL A1 / SHEET 4
30. BUILDING STRUCTURE
31. SERVICE DOCK
32. EGRESS FROM STORE ABOVE
33. STAIRWELL BELOW
34. STORE ENTRY
35. TARGET SPHERICAL BOLLARDS
36. LINE OF TARGET STORE ABOVE
37. NOT USED
38. EXISTING TRAFFIC SIGNAL
39. PROPOSED TRAFFIC & PEDESTRIAN SIGNAL
40. LOCATION OF SCREEN WALL WILL COMPLY WITH LINE-OF-SIGHT TRIANGLE
41. LIGHT BOLLARD, RE: C4 / SHEET 03
42. SERVICE YARD
43. SHOPPING CART CORRALS
44. PEDESTRIAN WALKWAY IN PARKING LOT: REFER DETAIL B4 / SHEET 4
45. PEDESTRIAN REFUGE
46. 12' HIGH SCREEN WALL: CONSTRUCTION & COLOR TO MATCH BUILDING
47. PROPOSED STOP SIGN
48. ACCESSIBLE SIDEWALK: RE: A5 / SHEET 4
49. TARGET VAN DELIVERY SIGNAGE AT EACH 18'-0"x26'-0" SPACE
50. P.U.E. LOCATIONS: RE: SHEETS 12 & 13

CPTED PRINCIPLES

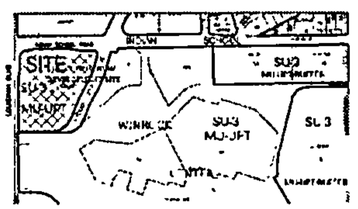
- WELL DEFINED SITE ENTRANCES WITH SIGNS, PLANTINGS, BOLLARDS AND LIGHTS
- CLEARLY MARKED PUBLIC PATHS
- MAXIMIZED VISIBILITY WITH FULL ILLUMINATED PARKING / MAIN AND DRIVING LANES USING LED-TYPE THAT IS EVEN, UNIFORM AND DOES NOT PRODUCE DARK AREAS.
- NATURAL LIGHTING AND OPENNESS IN PARKING AREA
- ALL SURFACES CLEAN AND LIGHT IN COLOR TO REFLECT LIGHT
- NO ACCESS TO ROOF FROM PARKING AREA
- STAIRWELLS ARE NOT ACCESSIBLE FROM PARKING AREA
- MONITORED STORE ENTRANCE
- ELEVATORS ARE LOCATED WITHIN THE STORE ENTRY
- BUILDINGS AND WALKWAYS WILL BE KEPT CLEAN AND REPAIRED. PLANTINGS WILL BE KEPT IN GOOD CONDITION.
- DEVELOPMENT WILL BE MAINTAINED TO TARGET'S HIGH COMPANY STANDARDS.
- VISIBILITY IN THE PARKING AREA IS AVAILABLE IN MULTIPLE LOCATIONS AROUND THE BUILDING PERIMETER.
- ENHANCED TARGET VIDEO SOLUTIONS (TVS) WILL BE INSTALLED FOR SECURITY CAMERAS UNDER THE BUILDING.



CONNECTIVITY PLAN
NOT TO SCALE

FURNISHINGS LEGEND

- 16'-0" HIGH PEDESTRIAN SCALE POLE LIGHT TO COMPLY W/ DARK SKY ORDINANCE: A3 / SHEET 3
- 30'-0" HIGH AREA POLE LIGHT TO COMPLY W/ DARK SKY ORDINANCE (20'-0" WHERE OCCURS), A4 & A5 / SHEET 3
- EXISTING STREET POLE LIGHT
- LIGHT BOLLARD AND SPHERE BOLLARD: A2 & A3 / SHEET 3
- 1' WIDE SEAT WALL
- 8' BENCH: D2 / SHEET 3 AND TRASH RECEPTACLES
- COMPACT PARKING SPACE
- TRASH RECEPTACLES



VICINITY MAP
Zone Atlas Map J-19-Z

Dekker Perich Sabatini
ARCHITECT
ENGINEER

PROJECT
TARGET @ ABQ Uptown
Albuquerque, New Mexico
DRB SUBMITTAL

REVISIONS
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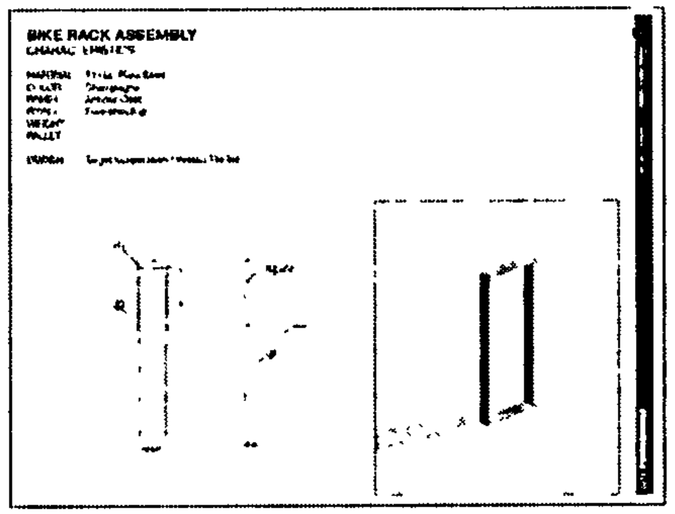
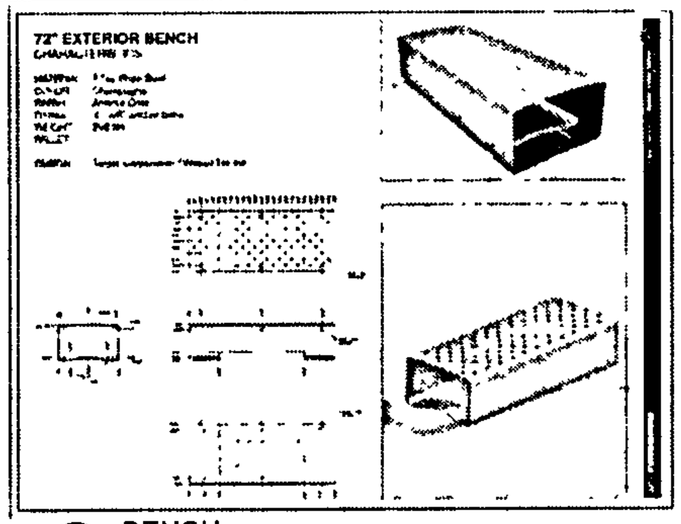
DRAWN BY	TB
REVIEWED BY	SJT
DATE	10/07/2011
PROJECT NO.	10-0136

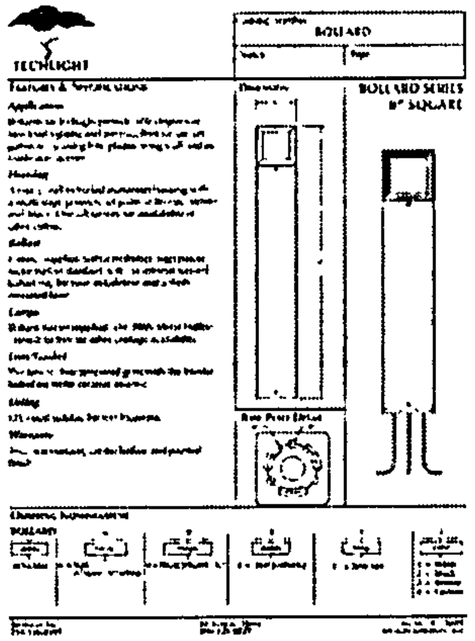
DRAWING NAME
SITE DEVELOPMENT PLAN PHASE I



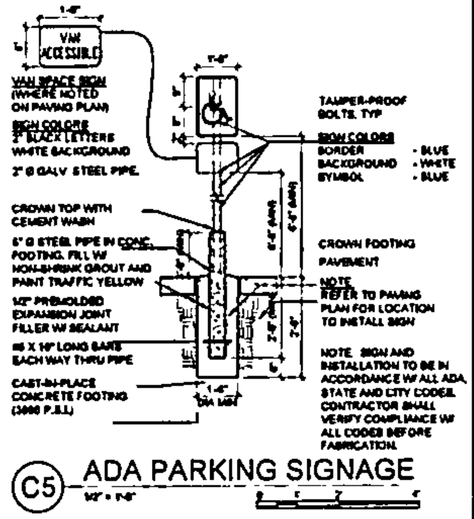
D1 BIKE RACK
NO SCALE



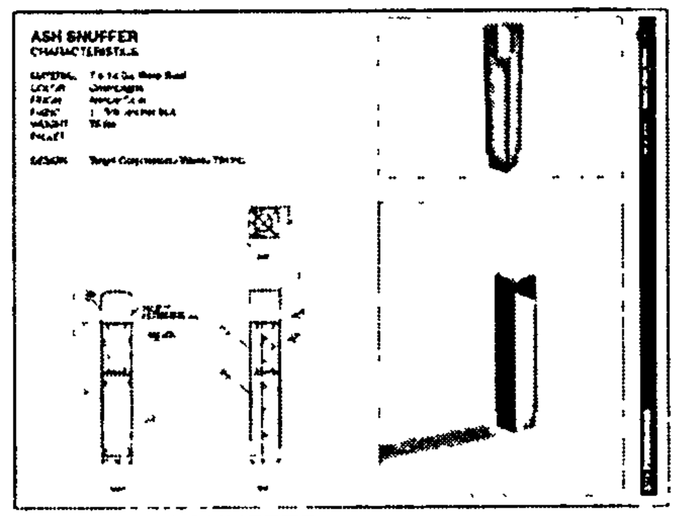
D2 BENCH
NO SCALE



C4 SQUARE LIGHT BOLLARD
NO SCALE



C5 ADA PARKING SIGNAGE
1/2" = 1'-0"



B1 ASH SNUFFER
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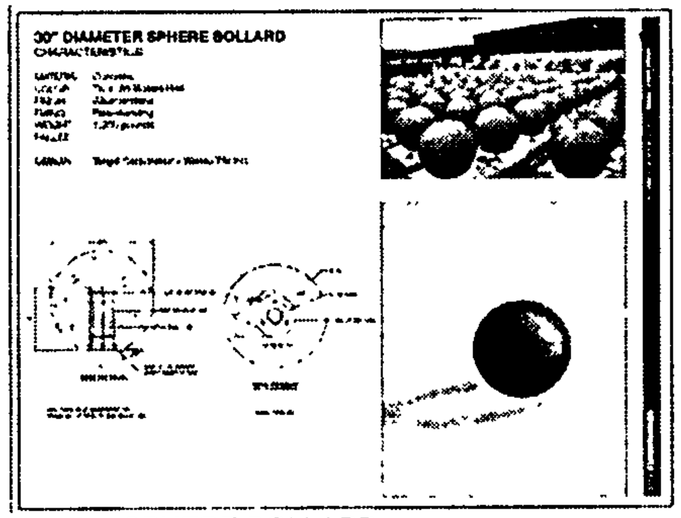

B2 SPHERE BOLLARD
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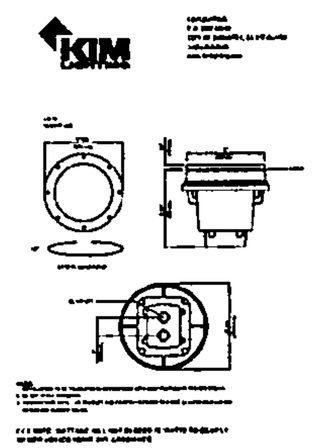
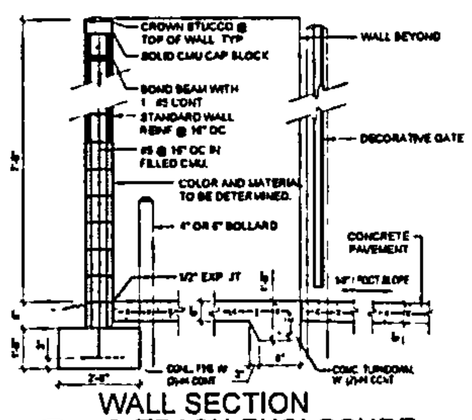
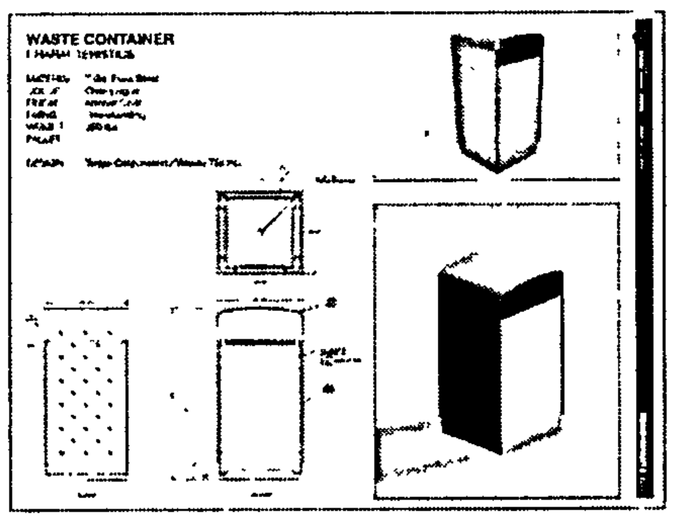


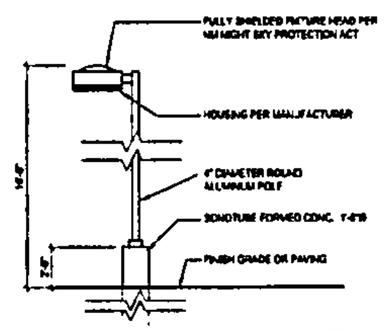
B4 LANDSCAPE UPLIGHT
NO SCALE



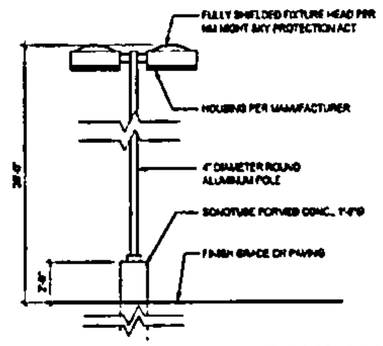
B5 WALL SECTION @ TRASH ENCLOSURE
1/2" = 1'-0"



A1 TRASH RECEPTACLE
NO SCALE



A3 LIGHT POLE ELEVATION
1/4" = 1'-0"



A4 LIGHT POLE ELEVATION
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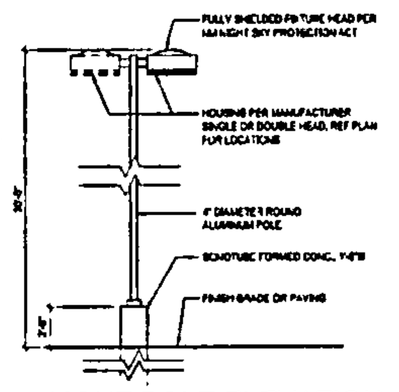

A5 LIGHT POLE ELEVATION
1/4" = 1'-0"

architecture
interiors
landscape
planning
engineering

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ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

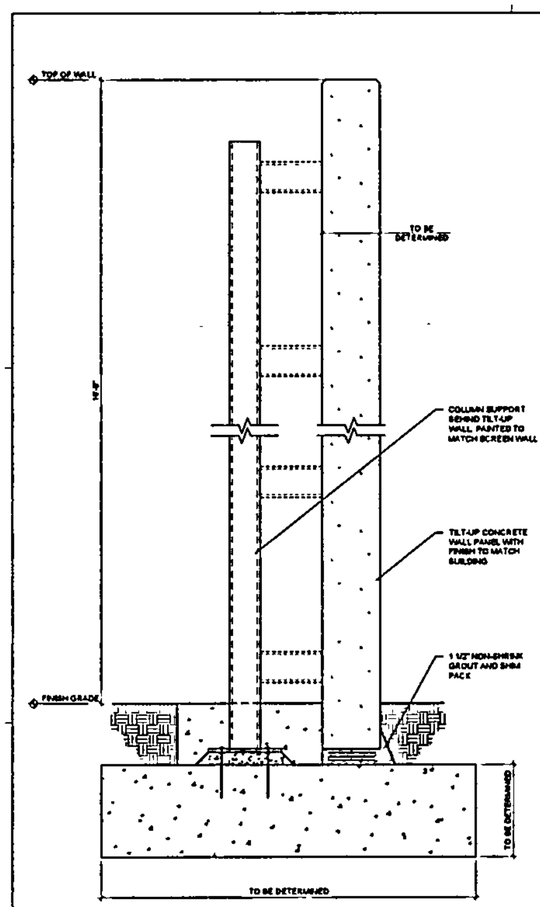
DRB SUBMITTAL

REVISIONS
1
2
3
4

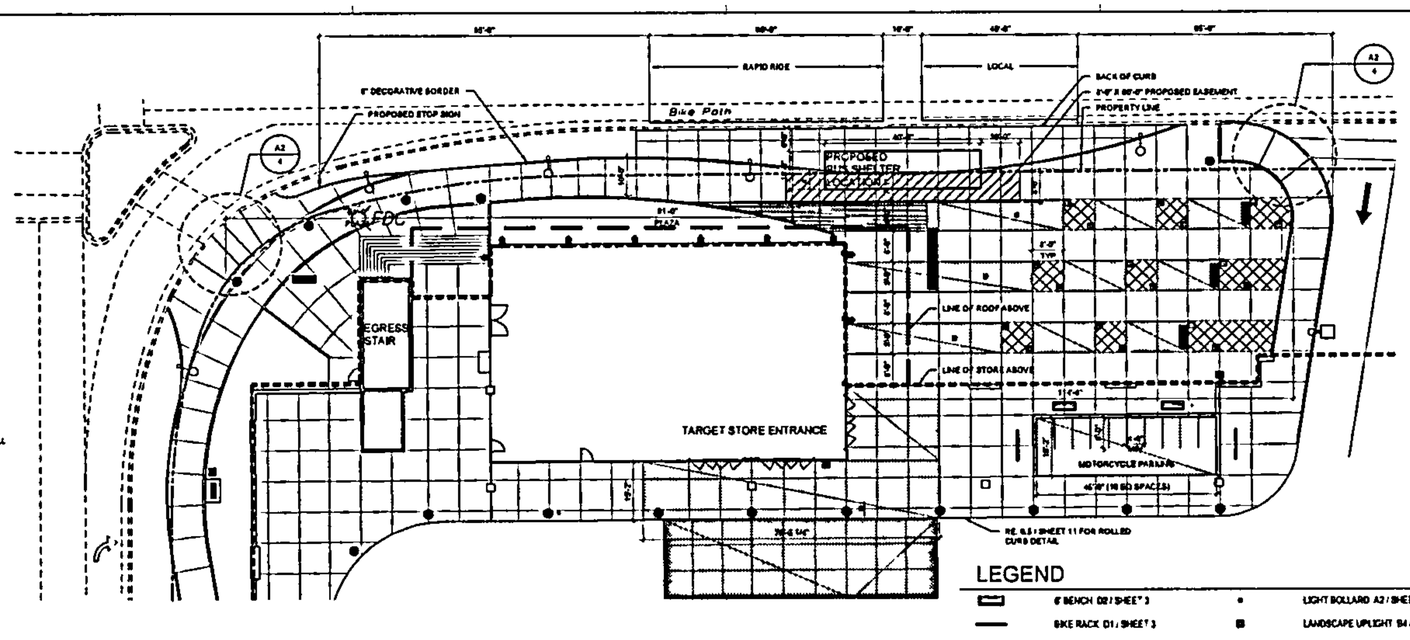
DRAWN BY	TB
REVIEWED BY	SJT
DATE	10/07/2011
PROJECT NO.	10-0135

DRAWING NAME

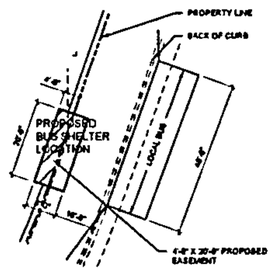
SITE DETAILS



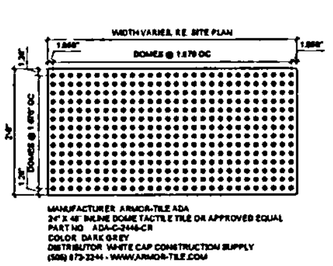
B1 CONCRETE SCREEN WALL



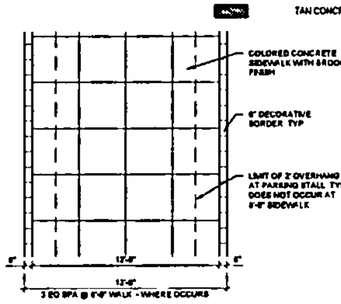
C2 ENLARGED PLAZA PLAN



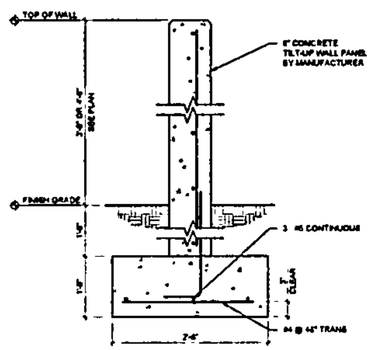
B2 ENLARGED LOOP ROAD SHELTER



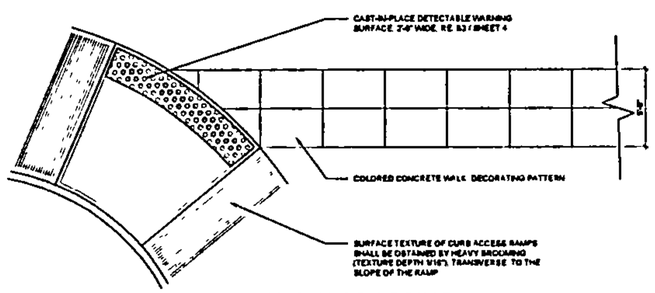
B3 DETECTABLE/TACTILE WARNING SURFACE TILE



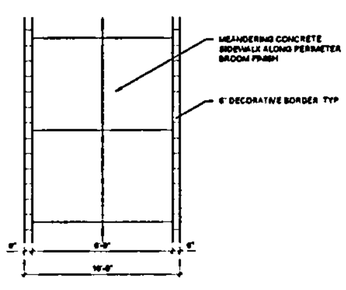
B4 8' & 13' SIDEWALK DETAIL



A1 CONCRETE SCREEN WALL



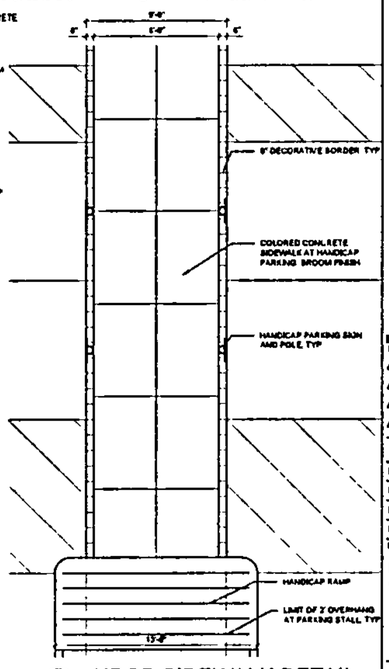
A2 SIDEWALK AT PEDESTRIAN CROSSING



A4 10' SIDEWALK DETAIL

LEGEND

6' BENCH D2 / SHEET 3	LIGHT BOLLARD A2 / SHEET 3
BIKE RACK D1 / SHEET 3	LANDSCAPE UPLIGHT B4 / SHEET 3
SPHERE BOLLARD B2 / SHEET 3	TRASH RECEPTACLE A1 / SHEET 3
ASH SMUFFER B1 / SHEET 3	TREE WELL
CHARCOAL GREY CONCRETE	16'-0" PEDESTRIAN SCALE LIGHT POLE
TAN CONCRETE	



A5 HDCP SIDEWALK DETAIL

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ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

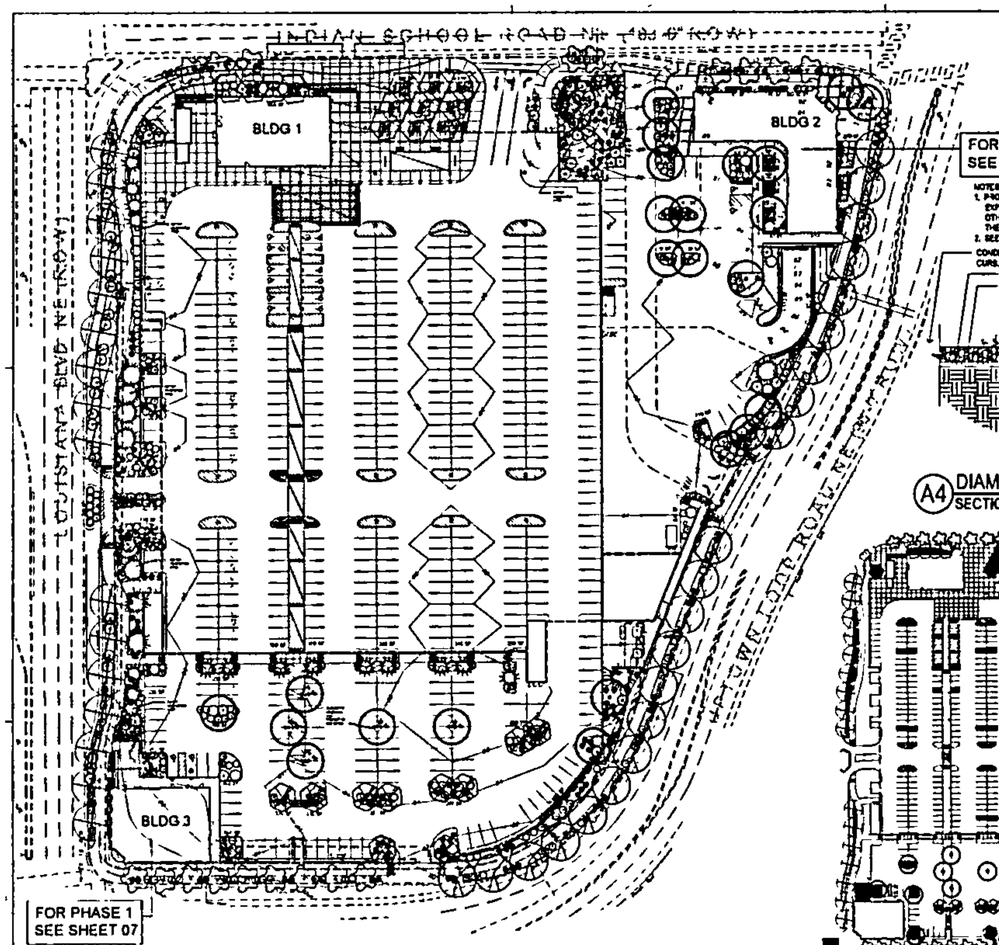
DRB SUBMITTAL

REVISIONS

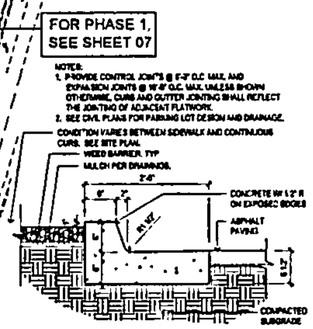
DRAWN BY	TB
REVIEWED BY	SJT
DATE	10/07/2011
PROJECT NO.	10-0135

DRAWING NAME

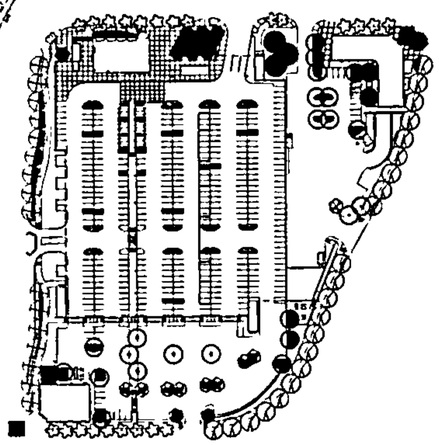
ENLARGED PLAZA PLAN, SITE DETAILS



LANDSCAPE PLAN
1" = 50'-0"



A4 DIAMOND PLANTERS IN PARKING LOT SECTION
1" = 1'-0"



SHADED OPEN SPACE = 21 667 SF (52% OF TOTAL OPEN SPACE AREA)

OPEN SPACE SHADE DIAGRAM
1" = 100'-0"

PLANTING LEGEND

TREES

SYM	QTY	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	28	Pistacia chinensis/ CHINESE PISTACHE	3" Cal.	35'x30'/ Medium
	15	Cercis reniformis/ WESTERN REDBUD	2" Cal./B&B Multi-trunked	25'x18'/ Medium
	23	Chilopsis linearis 'Art's Seedless'/ DESERT WILLOW	48" Box/ Multi-trunked	25'x35'/ Low
	3	Populus deltoides wislizenii RIO GRANDE VALLEY COTTONWOOD	2" Cal./B&B	60'x50'/ High
	22	Quercus buckleyi/ TEXAS RED OAK	2" Cal./B&B	25'x25'/ Medium
	16	Quercus muhlenbergii/ CHINQUAPIN OAK	2" Cal./B&B	30'x30'/ Medium
	12	Tilia cordata LITTLELEAF LINDEN	2" Cal./B&B	35'x30'/ Medium
	17	Juniperus chinensis 'Spartan' SPARTAN JUNIPER	6' High/B&B	15'x8'/ Low
	16	Pinus strobiformis/ SOUTHWESTERN WHITE PINE	6' High/B&B	60'x20'/ Low

SHRUBS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	Ericameria laricifolia/ TURPENTINE BUSH	1 Gal. Cont.	36"x36"/ Low
	Baccharis x "Centennial"/ CENTENNIAL BROOM	1 Gal. Cont.	36"x42"/ Low
	Caryopteris clandonensis "Dark Knight"/ DARK NIGHT BLUE MIST SPIREA	1 Gal. Cont.	48"x48"/ Medium
	Mahonia aquifolia "Compactum"/ COMPACT MAHONIA	1 Gal. Cont.	24"x48"/ Medium
	Rosmarinus officinalis/ UPRIGHT ROSEMARY	1 Gal. Cont.	60"x48"/ Low
	Rhus aromatica "Gro-low"/ GRO-LO FRAGRANT SUMAC	1 Gal. Cont.	24"x72"/ Medium
	Salvia greggii/ AUTUMN SAGE	1 Gal. Cont.	36"x36"/ Low
	Verbena bipennatifida/ PRAIRIE VERBENA	1 Gal. Cont.	6"x36"/ Low
	Callirhoe involucrata/ WINECUPS	1 Gal. Cont.	18"x18"/ Low
	Ceratostigma plumbaginoides/ DWARF PLUMBAGO	1 Gal. Cont.	12"x18"/ Medium
	Gaillardia aristata/ BLANKETFLOWER	1 Gal. Cont.	30"x30"/ Low
	Hymenoxys acaulis/ ANGELITA DAISY	1 Gal. Cont.	12"x12"/ Low
	Lavandula angustifolia "Hidcote Superior"/ HIDCOTE SUPERIOR LAVENDER	1 Gal. Cont.	18"x18"/ Medium
	Mirabilis multiflora/ DESERT FOUR-O'CLOCK	1 Gal. Cont.	18"x30"/ Medium
	P barbatus/ RED PENSTEMON	1 Gal. Cont.	50"x36"/ Low
	Teucrium chamaedrys/ TRAILING GERMANDER	1 Gal. Cont.	12"x24"/ Medium

GRASSES

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	Festuca idahoensis 'Siskiyou Blue'/ SISKIYOU BLUE FESCUE	1 Gal. Cont.	18"x15"/ Medium
	Muhlenbergia capillaris "Regal Mist"/REGAL MIST MUHLENBERGIA	1 Gal. Cont.	36"x42"/ Medium
	Muhlenbergia rigens/ DEER GRASS	1 Gal. Cont.	42"x48"/ medium
	Nolina microcarpa/ BEARGRASS	1 Gal. Cont.	36"x48"/ medium
	Miscanthus sinensis/ MAIDEN GRASS	1 Gal. Cont.	60"x48"/ medium

ACCENTS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW)/ WATER USE
	Agave parryi/ PARRY'S AGAVE	1 Gal. Cont.	36"x36"/ Low
	Dasylirion wheeleri/ SOTOL	1 Gal. Cont.	48"x60"/ Low
	Hesperaloe parviflora/ RED HESPERALOE	1 Gal. Cont.	48"x48"/ Medium
	Opuntia basilaris/ BEAVERTAIL PRICKLY PEAR	1 Gal. Cont.	12"x48"/ Low
	Opuntia engelmannii/ ENGELMANN'S PRICKLY PEAR	1 Gal. Cont.	48"x60"/ Low
	Yucca glauca/ Soapweed	1 Gal. Cont.	36"x60"/ Low
	Yucca rupicola/ TWISTED LEAF YUCCA	1 Gal. Cont.	36"x36"/ Low

MULCHES

SYMBOL
- ROCK MULCH
- ORGANIC PECAN SHELL MULCH

LANDSCAPE CALCULATIONS

SITE AREA 7 3672 AC (AFTER R O W DEDICATION)
OPEN SPACE REQUIREMENT (10% OF THE SITE) 32 048 SF
OPEN SPACE PROVIDED 41 936 SF
LANDSCAPE REQUIREMENT (40% OF OPEN SPACE) 16 414 SF
LANDSCAPE AREA PROVIDED 34 304 SF
*NET LOT AREA WAS NOT USED IN THESE CALCULATIONS.

OPEN SPACE CALCULATIONS DO NOT INCLUDE REQUIRED LANDSCAPE STRIPS ALONG THE STREET OR WALKWAYS EXCEPT ANY PORTION OF A WALKWAY THAT IS WIDER THAN 10 FEET

A MINIMUM OF 75% OF LANDSCAPE AREAS AND 50%-75% OF PLANTING STRIPS SHALL BE COVERED WITH LIVE VEGETATIVE MATERIALS

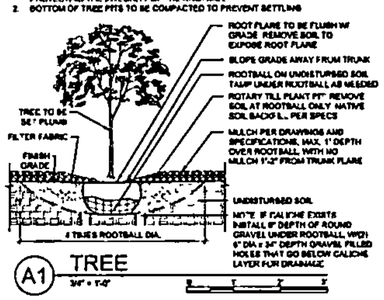
A MINIMUM OF 10% OF LANDSCAPE AREAS WILL HAVE FLOWERING PLANTS OR SHRUBS.

TOTAL SHADE TREES 80 (% OF TREES)
TOTAL SIGNATURE TREES 36 (% OF TREES)

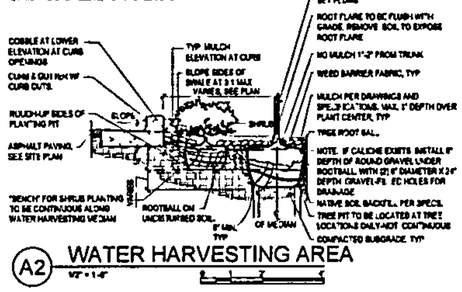
ROCK MULCH HAS BEEN LIMITED TO LESS THAN 5% OF ANY OPEN SPACE AREA AND USED ONLY WHERE NECESSARY AROUND DRAINAGE INLETS ALL OTHER MULCH AREAS UTILIZE ORGANIC PECAN SHELL MULCH.

LANDSCAPE NOTES

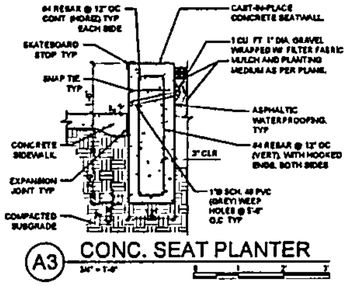
A. DESIGN THE PLANTING DESIGN INCLUDES A DIVERSE PALETTE OF DESERT AND HIGH DESERT PLANTS THAT WILL COMPLEMENT THE ARCHITECTURE OF THE PROJECT THE INTENT IS TO LANDSCAPE THIS MIXED-USE URBAN ENVIRONMENT WITH DESERT AND HIGH DESERT PLANTS THAT REINFORCE A SENSE OF PLACE AND ARE APPROPRIATE TO ALBUQUERQUE'S CLIMATE
A.A. ORNAMENTAL AND ACCENT PLANTS SUCH AS YUCCA, AGAVE, AND PRICKLY PEAR CACTUS WILL BE USED IN HIGHLY VISIBLE AND APPROPRIATE LOCATIONS THE USE OF REGIONALLY NATIVE TREES FOR STREET TREES WHILE UNORTHODOX WILL REINFORCE THE SENSE OF PLACE BUFFER PEDESTRIANS FROM VEHICULAR AREAS AND PROVIDE A COMFORTABLE PEDESTRIAN SCALE TO THE STREETS
B. PLANTING AND IRRIGATION INSTALLATION DETAILS SHALL MEET CITY OF ALBUQUERQUE REQUIREMENTS AND THE USDP REQUIREMENTS. EACH TREE SHALL HAVE A MINIMUM OF 36 SQUARE FEET OF PLANTING SPACE
C. PLANTING AND IRRIGATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER
D. CONTROLLER THE IRRIGATION SYSTEM SHALL BE RUN WITH A FULLY AUTOMATED IRRIGATION CONTROLLER THE RUN TIME FOR THE VARIOUS ZONES SHALL BE APPROXIMATELY 45 MINUTES FOR THE DRIP ZONES RUN TIME WILL BE ADJUSTED ACCORDING TO SEASON, LOCATION, AND PLANT PERFORMANCE. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL
E. POINT OF CONNECTION THERE IS LIKELY TO BE MORE THAN ONE POINT OF CONNECTION FOR THIS PROJECT THE WATER CONNECTION LOCATIONS WILL BE COORDINATED WITH THE OVERALL WATER SERVICE DESIGN FOR THE SITE. THE EXACT LOCATIONS FOR CONNECTIONS AND CONTROLLERS IN UNKNOWN AT THIS TIME
F. MULCH ALL PLANTING BEDS SHALL BE COVERED WITH MULCH GRAVEL BARK AND PECAN SHELL MULCHES WILL BE USED APPROPRIATELY TO ADD VISUAL INTEREST AND PROTECT SOIL MOISTURE.
G. THE PARKING AREA TREES SELECTED FOR USE AT TARGET @ TREE AND SHRUB PITS TO BE 4 TIMES THE ROOTBALL DIAMETER
H. THERE IS NO HIGH WATER USE TURF USED ON THIS PROJECT
I. THE LANDSCAPE DESIGN SHALL COMPLY WITH THE INTENT OF THE CITY OF ALBUQUERQUE WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE
J. SOIL PREPARATION AND AERATION WITHIN ROW IS REQUIRED TO DE-COMPACT LANDSCAPE ZONE PRIOR TO PLANTING
K. PASSIVE WATER HARVESTING SUCH AS HARVESTING OF STORM WATER SURFACE RUNOFF AND ROOF RUNOFF SHALL BE UTILIZED WHERE FEASIBLE AND CAPTURED IN SWALES
L. SOIL AMENDMENTS WILL BE USED FOR PLANT MATERIAL
M. PLANT AND IRRIGATION MAINTENANCE WILL BE THE RESPONSIBILITY OF THE OWNER FOLLOWING SUBSTANTIAL COMPLETION OR ANY MAINTENANCE PERIODS
N. THE LANDSCAPE DESIGN REQUIRES A PERMANENT FULLY AUTOMATIC IRRIGATION SYSTEM TO SUPPORT THE PLANT MATERIAL.
O. THE IRRIGATION SYSTEM WILL BE CONNECTED TO CITY WATER. THE POINT OF CONNECTION WILL CONSIST OF A WATER METER, BACKFLOW PREVENTER AND MASTERVALVE SEE COA STD DETAIL #2781
P. THE CONTRACTOR SHALL CREATE AN IRRIGATION PLAN TO PERMANENTLY IRRIGATE THE PROPOSED PLANTINGS AND SHALL SUBMIT THIS TO THE ARCHITECT FOR REVIEW AND APPROVAL. THE PLAN SHALL INCLUDE A PIPING AND EMITTER LAYOUT WITH SIZING, VALVE SCHEDULE AND CONSTRUCTION DETAILS.
Q. CONTROLLER THE IRRIGATION SYSTEM SHALL BE RUN WITH FULLY AUTOMATED IRRIGATION CONTROLLER. RUN TIME WILL BE ADJUSTED ACCORDING TO PLANT MATURITY, SEASON, LOCATION AND PLANT PERFORMANCE
R. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL.
S. REFER TO DRAINAGE PLAN FOR GRADING INFORMATION AND WATER HARVESTING LOCATIONS.



A1 TREE
3/4" = 1'-0"



A2 WATER HARVESTING AREA
1/2" = 1'-0"



A3 CONC. SEAT PLANTER
3/4" = 1'-0"

Bekker Perich Sabatini

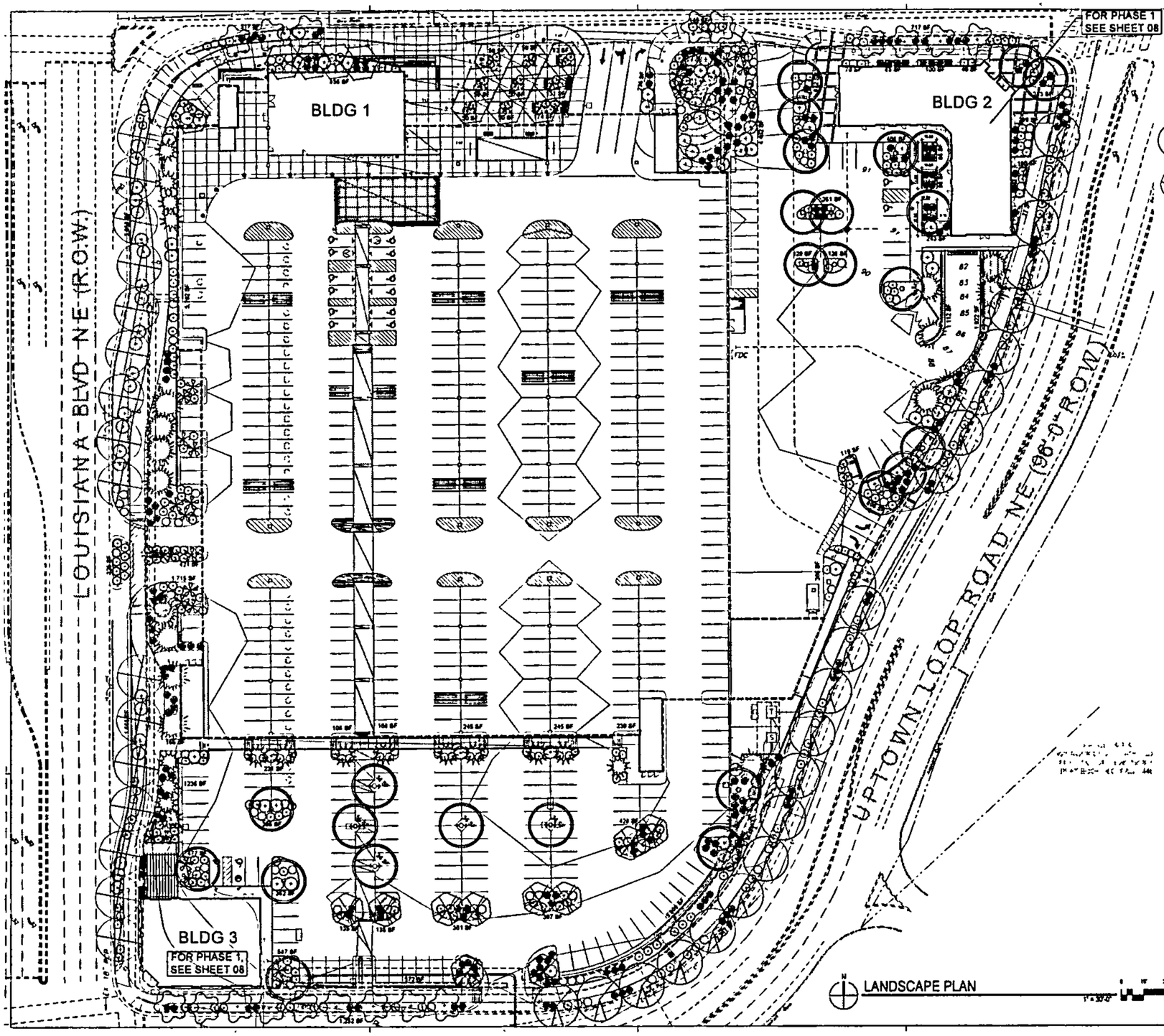
TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

	JO
	MB

LANDSCAPE PLAN - PHASE II

05 of 24



PLANTING LEGEND

TREES

SYM	QTY	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW) WATER USE
	28	Pistacia chinensis/ CHINESE PISTACHE	3" Cal.	35'x30' Medium
	15	Cercis reniformis/ WESTERN REDBUD	2" Cal/B&B Multi-trunked	25'x18' Medium
	23	Chilopsis linearis 'Art's Seedless'/ DESERT WILLOW	46" Box/ Multi-trunked	25'x35' Low
	3	Populous deltoides wislizeni RIO GRANDE VALLEY COTTONWOOD	2" Cal/B&B	60'x60' High
	22	Quercus buckleyi/ TEXAS RED OAK	2" Cal/B&B	25'x25' Medium
	18	Quercus muhlenbergii/ CHINQUAPIN OAK	2" Cal/B&B	30'x30' Medium
	12	Tilia cordata LITTLELEAF LINDEN	2" Cal/B&B	35'x30' Medium
	17	Juniperus chinensis 'Spartan' SPARTAN JUNIPER	6' High/B&B	15'x8' Low
	18	Pinus strobiformis/ SOUTHWESTERN WHITE PINE	6' High/B&B	60'x30' Low

SHRUBS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW) WATER USE
	Ericameria laricifolia/ TURPENTINE BUSH	1 Gal. Cont.	36"x36" Low
	Bouteloua x 'Centennial'/ CENTENNIAL BROOM	1 Gal. Cont.	36"x42" Low
	Caryopteris clandonensis 'Dark Knight'/ DARK NIGHT BLUE MIST SPIREA	1 Gal. Cont.	48"x48" Medium
	Mahonia aquifolia 'Compactum'/ COMPACT MAHONIA	1 Gal. Cont.	24"x48" Medium
	Rosmarinus officinalis/ UPRIGHT ROSEMARY	1 Gal. Cont.	60"x48" Low
	Rhus aromatica 'Gro-low'/ GRO-LO FRAGRANT SUMAC	1 Gal. Cont.	24"x72" Medium
	Salvia greggii/ AUTUMN SAGE	1 Gal. Cont.	30"x36" Low
	Verbena bipinnatifida/ PRAIRIE VERBENA	1 Gal. Cont.	6"x36" Low
	Callirhoe involucrata/ WINECUPS	1 Gal. Cont.	18"x18" Low
	Ceratostigma plumbaginoides/ DWARF PLUMBAGO	1 Gal. Cont.	12"x18" Medium
	Gaillardia aristata/ BLANKETFLOWER	1 Gal. Cont.	30"x30" Low
	Hymenoxys acaulis/ ANGELITA DAISY	1 Gal. Cont.	12"x12" Low
	Lavandula angustifolia 'Hidcote Superior'/ HIDCOTE SUPERIOR LAVENDER	1 Gal. Cont.	18"x18" Medium
	Mirabilis multiflora/ DESERT FOUR-O'CLOCK	1 Gal. Cont.	18"x30" Medium
	P. barbatus/ RED PENSTEMON	1 Gal. Cont.	50"x36" Low
	Teucrium chamaedrys/ TRAILING GERMANDER	1 Gal. Cont.	12"x24" Medium

GRASSES

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW) WATER USE
	Festuca idahoensis 'Siskiyou Blue'/ SISKIYOU BLUE FESCUE	1 Gal. Cont.	18"x15" Medium
	Muhlenbergia capillaris 'Regal Mist'/REGAL MIST MUHLENBERGIA	1 Gal. Cont.	36"x42" Medium
	Muhlenbergia rigens/ DEER GRASS	1 Gal. Cont.	42"x48" medium
	Nolina microcarpa/ BEARGRASS	1 Gal. Cont.	36"x48" medium
	Miscanthus sinensis/ MAIDEN GRASS	1 Gal. Cont.	80"x48" medium

ACCENTS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW) WATER USE
	Agave parryi/ PARRY'S AGAVE	1 Gal. Cont.	36"x36" Low
	Dasylirion wheeleri/ BOTOL	1 Gal. Cont.	48"x60" Low
	Hesperaloe parviflora/ RED HESPERALOE	1 Gal. Cont.	48"x48" Medium
	Opuntia basilaris/ BEAVERTAIL PRICKLY PEAR	1 Gal. Cont.	12"x48" Low
	Opuntia engelmannii/ ENGELMANN'S PRICKLY PEAR	1 Gal. Cont.	48"x60" Low
	Yucca glauca/ Soapweed	1 Gal. Cont.	36"x60" Low
	Yucca rupicola/ TWISTED LEAF YUCCA	1 Gal. Cont.	36"x36" Low

MULCHES

SYMBOL

- ROCK MULCH
- ORGANIC PECAN SHELL MULCH

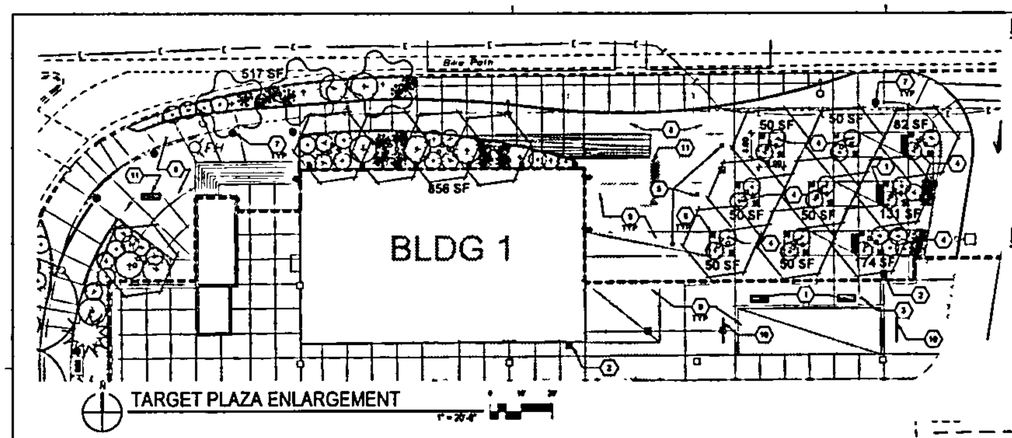
Dekker Perich Sabatini

TARGET @ ABQ Uptown
Albuquerque New Mexico

DRB SUBMITTAL

JG
MB

ENLARGED LANDSCAPE PLAN - PHASE II



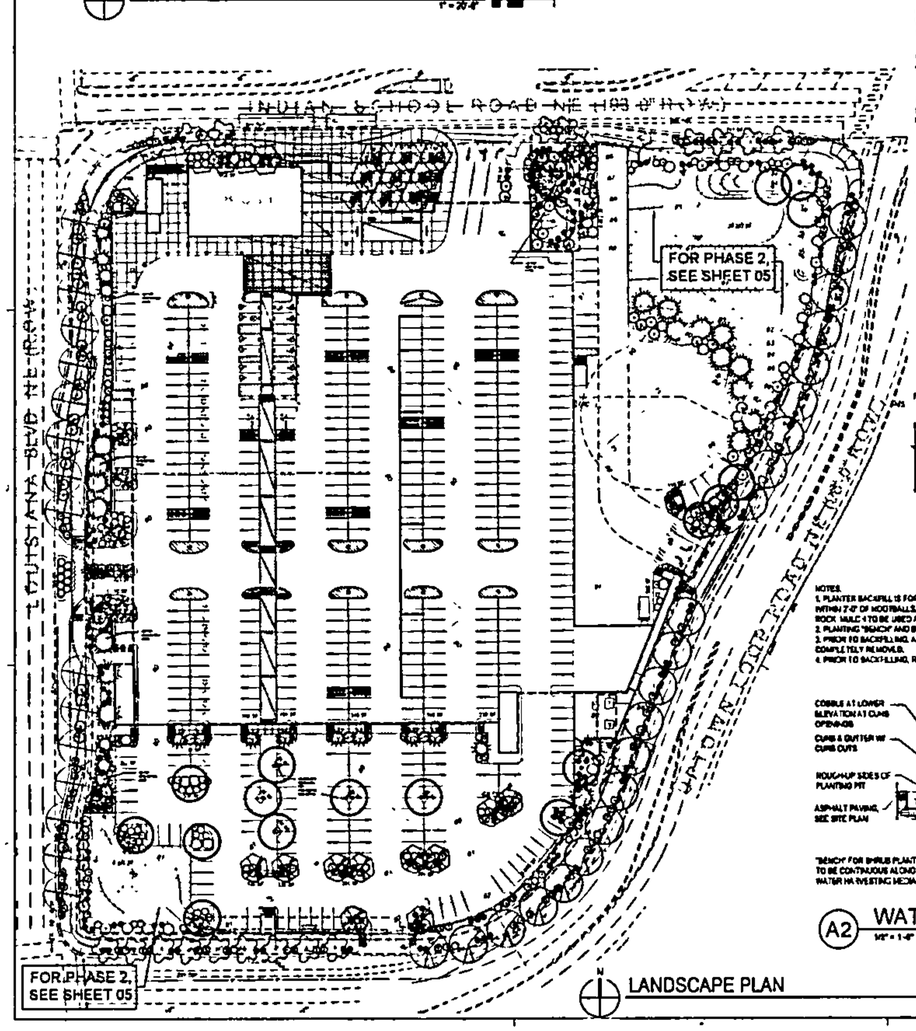
TARGET PLAZA ENLARGEMENT

PLAZA KEYED NOTES

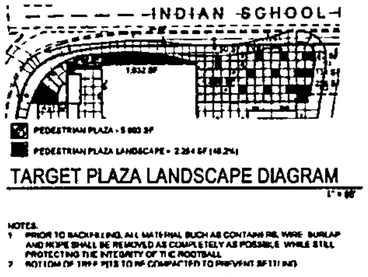
1. BENCHES QTY 5 SEE DETAIL SHEET
2. TRASH RECEPTACLE. SEE DETAIL SHEET
3. ASH URN. SEE DETAIL SHEET
4. FLOWER GARDEN.
5. BOLLARD LIGHTING SEE DETAIL SHEET
6. IN-GRADE LIGHTING. SEE DETAIL SHEET
7. SPHERICAL TARGET BOLLARD SEE DETAIL SHEET
8. CONCRETE PAVING WITH DECORATIVE BORDER SEE DETAIL SHEET
9. COLORED CONCRETE.
10. BICYCLE RACKS. SEE DETAIL SHEET
11. MONUMENT SIGN. SEE WAYFINDING AND SIGNAGE PLANS.

PLAZA NOTES

1. PEDESTRIAN PLAZA AMENITIES HAVE BEEN PROVIDED IN THE WAY OF COVERED BICYCLE PARKING AND FLOWER GARDENS.

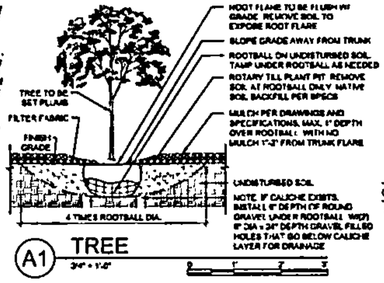


LANDSCAPE PLAN



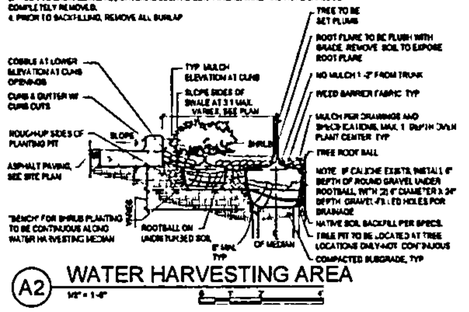
TARGET PLAZA LANDSCAPE DIAGRAM

NOTES:
1. PRIOR TO BACKFILLING, ALL MATERIAL SUCH AS CONTAINERS, WIRE, BURLAP AND ROPE SHALL BE REMOVED AS COMPLETELY AS POSSIBLE WHILE STILL PROTECTING THE INTEGRITY OF THE ROOTBALL.
2. BOTTOM OF TREE PITS TO BE COMPACTED TO PREVENT SETTLING.



A1 TREE

NOTES:
1. PLANTER BACKFILL IS FOR USE AROUND SHRUB AND TREE PLANTINGS TYPICALLY TO WITHIN 2'-0" OF ROOTBALLS.
ROCK MULCH TO BE USED AS BACKFILL IN ALL OTHER AREAS OF WATER HARVESTING MEDIAN.
2. PLANTING "BENCH" AND BOTTOM OF TREE PITS TO BE COMPACTED TO PREVENT SETTLING.
3. PRIOR TO BACKFILLING, ALL MATERIAL SUCH AS CONTAINERS, WIRE, AND ROPE SHALL BE COMPLETELY REMOVED.
4. PRIOR TO BACKFILLING, REMOVE ALL BURLAP.



A2 WATER HARVESTING AREA

PLANTING LEGEND

TREES

SYM	QTY	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW) WATER USE
	16	Pistacia chinensis/ CHINESE PISTACHE	3" Cal.	35'x30'/ Medium
	15	Cercis reniformis/ WESTERN REDBUD	2" Cal/B&B Multi-trunked	25'x18'/ Medium
	23	Chilopsis linearis 'Art's Seedless'/ DESERT WILLOW	48" Box/ Multi-trunked	25'x35'/ Low
	3	Populous deltoides wislizeni/ RIO GRANDE VALLEY COTTONWOOD	2" Cal/B&B	60'x80'/ High
	27	Quercus buckleyi/ TEXAS RED OAK	2" Cal/B&B	25'x25'/ Medium
	16	Quercus muhlenbergii/ CHINQUAPIN OAK	2" Cal/B&B	30'x30'/ Medium
	11	Tilia cordata LITTLELEAF LINDEN	2" Cal/B&B	35'x25'/ Medium
	17	Juniperus chinensis 'Spartan' SPARTAN JUNIPER	6' Ht/B&B	15'x6'/ Low
	17	Pinus strobiformis/ SOUTHWESTERN WHITE PINE	6' Ht/B&B	60'x20'/ Low

SHRUBS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW) WATER USE
	Ericameria laricifolia/ TURPENTINE BUSH	1 Gal. Cont.	36"x36"/ Low
	Baccharis x "Centennial"/ CENTENNIAL BROOM	1 Gal. Cont.	36"x42"/ Low
	Caryopteris clandonensis "Dark Knight"/ DARK NIGHT BLUE MIST SPIREA	1 Gal. Cont.	48"x48"/ Medium
	Mahonia aquifolia "Compactum"/ COMPACT MAHONIA	1 Gal. Cont.	24"x48"/ Medium
	Rosmarinus officinalis/ UPRIGHT ROSEMARY	1 Gal. Cont.	60"x48"/ Low
	Rhus aromatica "Gro-low"/ GRO-LO FRAGRANT SUMAC	1 Gal. Cont.	24"x72"/ Medium
	Salvia greggii/ AUTUMN SAGE	1 Gal. Cont.	30"x36"/ Low
	Verbena bipinnatifida/ PRAIRIE VERBENA	1 Gal. Cont.	6"x36"/ Low
	Callirhoe involucrata/ WINECUPS	1 Gal. Cont.	18"x18"/ Low
	Ceratostigma plumbaginoides/ DWARF PLUMBAGO	1 Gal. Cont.	12"x18"/ Medium
	Gaillardia aristata/ BLANKETFLOWER	1 Gal. Cont.	30"x30"/ Low
	Hymenoxys acaulis/ ANGELITA DAISY	1 Gal. Cont.	12"x12"/ Low
	Lavandula angustifolia "Hidcote Superior"/ HIDCOTE SUPERIOR LAVENDER	1 Gal. Cont.	18"x18"/ Medium
	Mirabilis multiflora/ DESERT FOUR-O'CLOCK	1 Gal. Cont.	18"x30"/ Medium
	P. barbatus/ RED PENSTEMON	1 Gal. Cont.	30"x36"/ Low
	Teucrium chamaedrys/ TRAILING GERMANDER	1 Gal. Cont.	12"x24"/ Medium

GRASSES

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW) WATER USE
	Festuca idahoensis 'Siskiyou Blue'/ SISKIYOU BLUE FESCUE	1 Gal. Cont.	18"x18"/ Medium
	Muhlenbergia capillaris 'Regal Mist'/REGAL MIST MUHLENBERGIA	1 Gal. Cont.	36"x42"/ Medium
	Muhlenbergia rigens/ DEER GRASS	1 Gal. Cont.	42"x48"/ medium
	Nolina microcarpa/ BEARGRASS	1 Gal. Cont.	36"x48"/ medium
	Miscanthus sinensis/ MAIDEN GRASS	1 Gal. Cont.	60"x48"/ medium

ACCENTS

SYMBOL	BOTANICAL NAME/ COMMON NAME	INSTALLATION SIZE	MATURE SIZE (HXW) WATER USE
	Agave parryi/ PARRY'S AGAVE	1 Gal. Cont.	36"x36"/ Low
	Dasylirion wheeleri/ SOTOL	1 Gal. Cont.	48"x60"/ Low
	Hesperaloe parviflora/ RED HESPERALOE	1 Gal. Cont.	48"x48 / Medium
	Opuntia basilaris/ BEAVERTAIL PRICKLY PEAR	1 Gal. Cont.	12"x48"/ Low
	Opuntia engelmannii/ ENGELMANN'S PRICKLY PEAR	1 Gal. Cont.	48"x60"/ Low
	Yucca glauca/ Soapweed	1 Gal. Cont.	36"x60"/ Low
	Yucca rupicola/ TWISTED LEAF YUCCA	1 Gal. Cont.	36"x36"/ Low

MULCHES

SYMBOL	
	ROCK MULCH
	ORGANIC PECAN SHELL MULCH
	IRRIGATED NATIVE SEED

LANDSCAPE CALCULATIONS

SITE AREA 7.3672 AC (AFTER R.O.W. DEDICATION)
REQUIRED OPEN SPACE 32 049 SF (10% OF THE SITE)
PROVIDED OPEN SPACE 72 143 SF
REQUIRED LANDSCAPE AREA 20 867 SF (40% OF REQ. OPEN SPACE)
PROVIDED LANDSCAPE AREA 67 129 SF
*NET LOT AREA WAS NOT USED IN THESE CALCULATIONS

OPEN SPACE CALCULATIONS DO NOT INCLUDE REQUIRED LANDSCAPE STRIPS ALONG THE STREET OR WALKWAYS EXCEPT ANY PORTION OF A WALKWAY THAT IS WIDER THAN 10 FEET

A MINIMUM OF 75% OF LANDSCAPE AREAS AND 60%-75% OF PLANTING STRIPS SHALL BE COVERED WITH LIVE VEGETATIVE MATERIALS

A MINIMUM OF 10% OF LANDSCAPE AREAS WILL HAVE FLOWERING PLANTS OR SHRUBS.

TOTAL SHADE TREES 71 (¼ OF TREES)
TOTAL SIGNATURE TREES 41 (⅓ OF TREES)

ROCK MULCH HAS BEEN LIMITED TO LESS THAN 5% OF ANY OPEN SPACE AREA AND USED ONLY WHERE NECESSARY AROUND DRAINAGE INLETS. ALL OTHER MULCH AREAS UTILIZE ORGANIC PECAN SHELL MULCH.

LANDSCAPE NOTES

A. DESIGN THE PLANTING DESIGN INCLUDES A DIVERSE PALETTE OF DESERT AND HIGH DESERT PLANTS THAT WILL COMPLEMENT THE ARCHITECTURE OF THE PROJECT. THE INTENT IS TO LANDSCAPE THIS MIXED-USE URBAN ENVIRONMENT WITH DESERT AND HIGH DESERT PLANTS THAT REINFORCE A SENSE OF PLACE AND ARE APPROPRIATE TO ALBUQUERQUE'S CLIMATE
   A.A. GRASSES AND ACCENT PLANTS SUCH AS YUCCA, SOTOL AND PRICKLY PEAR CACTUS WILL BE USED IN HIGHLY VISIBLE AND APPROPRIATE LOCATIONS. THE USE OF REGIONALLY NATIVE TREES FOR STREET TREES WHILE UNORTHODOX WILL REINFORCE THE SENSE OF PLACE. BUFFER PEDESTRIANS FROM VEHICULAR AREAS AND PROVIDE A COMFORTABLE PEDESTRIAN SCALE TO THE STREETS
B. PLANTING AND IRRIGATION INSTALLATION DETAILS SHALL MEET CITY OF ALBUQUERQUE AND THE USDP REQUIREMENTS. EACH TREE SHALL HAVE A MINIMUM OF 36 SQUARE FEET OF PLANTING SPACE
C. PLANTING AND IRRIGATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER
D. CONTROLLER. THE IRRIGATION SYSTEM SHALL BE RUN WITH A FULLY AUTOMATED IRRIGATION CONTROLLER. THE RUN TIME FOR THE VARIOUS ZONES SHALL BE APPROXIMATELY 45 MINUTES FOR THE DRIP ZONES. RUN TIME WILL BE ADJUSTED ACCORDING TO SEASON, LOCATION, AND PLANT PERFORMANCE
E. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL. POINT OF CONNECTION. THERE IS LIKELY TO BE MORE THAN ONE POINT OF CONNECTION FOR THIS PROJECT. THE WATER CONNECTION LOCATIONS WILL BE COORDINATED WITH THE OVERALL WATER SERVICE DESIGN FOR THE SITE. THE EXACT LOCATIONS FOR CONNECTIONS AND CONTROLLERS IN UNKNOWN AT THIS TIME
F. MULCH. ALL PLANTING BEDS SHALL BE COVERED WITH MULCH. GRAVEL, BARK AND PECAN SHELL MULCHES WILL BE USED APPROPRIATELY TO ADD VISUAL INTEREST AND PROTECT SOIL MOISTURE.
G. TREE AND SHRUB PITS TO BE 4 TIMES THE ROOTBALL DIAMETER
H. THERE IS NO HIGH WATER USE TURF USED ON THIS PROJECT
I. THE LANDSCAPE DESIGN SHALL COMPLY WITH THE INTENT OF THE CITY OF ALBUQUERQUE WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE
J. SOIL PREPARATION AND AERATION WITHIN ROW IS REQUIRED TO DE-COMPACT LANDSCAPE ZONE PRIOR TO PLANTING
K. PASSIVE WATER HARVESTING. SUCH AS HARVESTING OF STORM WATER SURFACE RUNOFF AND ROOF RUNOFF SHALL BE UTILIZED WHERE FEASIBLE AND CAPTURED IN SWALES
L. SOIL AMENDMENTS WILL BE USED FOR PLANT MATERIAL.
M. PLANT AND IRRIGATION MAINTENANCE WILL BE THE RESPONSIBILITY OF THE OWNER FOLLOWING SUBSTANTIAL COMPLETION OR ANY MAINTENANCE PERIODS
N. THE LANDSCAPE DESIGN REQUIRES A PERMANENT, FULLY AUTOMATIC IRRIGATION SYSTEM TO SUPPORT THE PLANT MATERIAL.
O. THE IRRIGATION SYSTEM WILL BE CONNECTED TO CITY WATER. THE POINT OF CONNECTION WILL CONSIST OF A WATER METER, BACKFLOW PREVENTER AND MASTERVALVE. SEE COA STD DETAIL #2701
P. THE CONTRACTOR SHALL CREATE AN IRRIGATION PLAN TO PERMANENTLY IRRIGATE THE PROPOSED PLANTINGS AND SHALL SUBMIT THIS TO THE ARCHITECT FOR REVIEW AND APPROVAL. THE PLAN SHALL INCLUDE A PIPING AND EMITTER LAYOUT WITH SIZING, VALVE SCHEDULE AND CONSTRUCTION DETAILS.
Q. CONTROLLER. THE IRRIGATION SYSTEM SHALL BE RUN WITH FULLY AUTOMATED IRRIGATION CONTROLLER. RUN TIME WILL BE ADJUSTED ACCORDING TO PLANT MATURITY, SEASON, LOCATION AND PLANT PERFORMANCE
R. DRIP EMITTERS SHALL BE USED FOR ALL PLANT MATERIAL.
S. REFER TO DRAINAGE PLAN FOR GRADING INFORMATION AND WATER HARVESTING LOCATIONS.
T. THE LANDSCAPE BERM WILL BE CONSTRUCTED A MINIMUM OF 5'-0" AWAY FROM THE SIDEWALK AND WILL HAVE A MAXIMUM SLOPE OF 4:1. IRRIGATION SPRAY HEADS WILL BE LOCATED A MINIMUM OF 2'-6" AWAY FROM THE SIDEWALK. THE LANDSCAPE AREA WILL NOT BE IRRIGATED IN THE WINTER. THESE DESIGN OPERATION PARAMETERS SHOULD ELIMINATE ANY ICING, OVERSPRAY AND DRAINAGE ISSUES.

Dekker Perich Sabatini

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

LANDSCAPE PLAN - PHASE I

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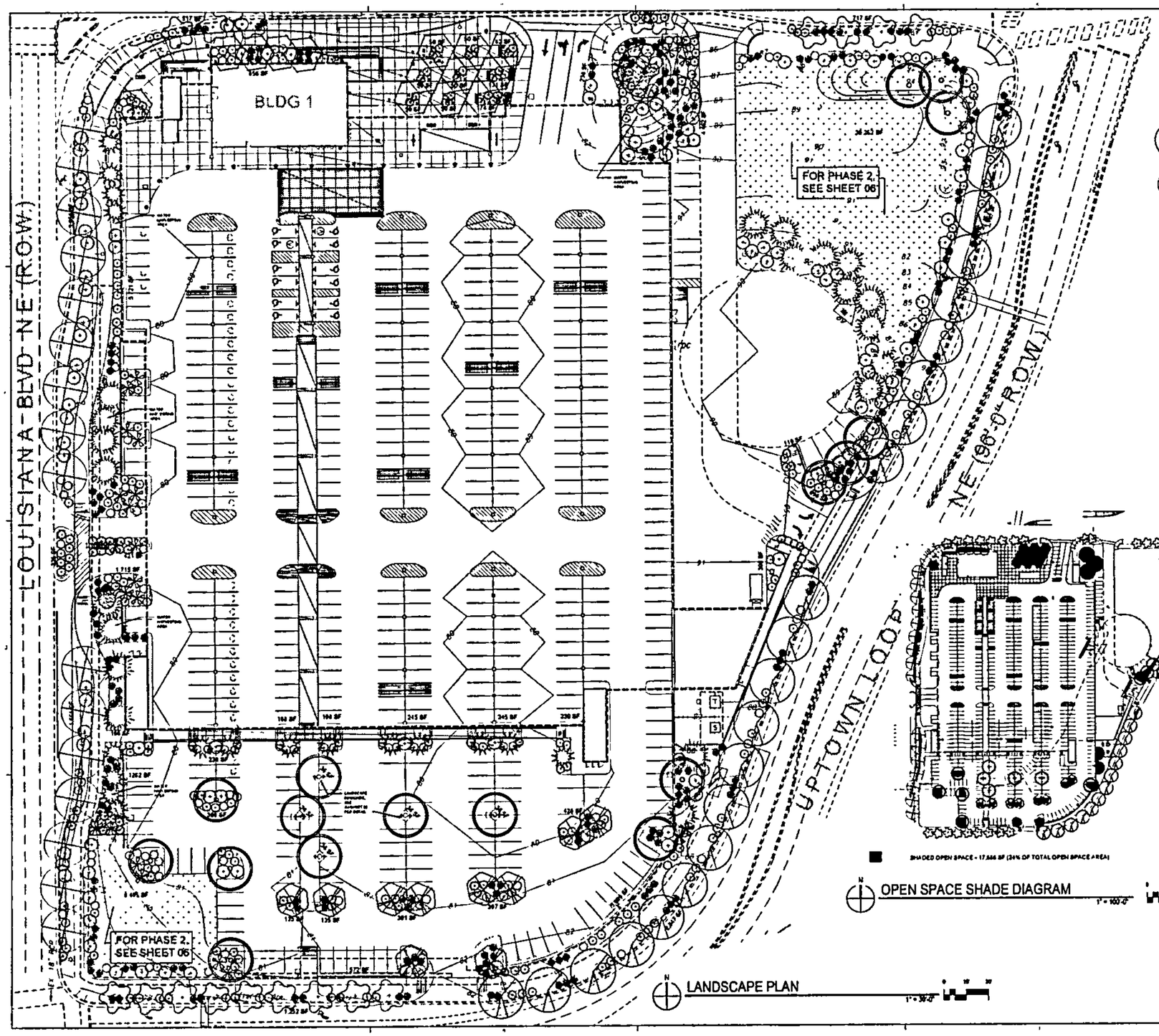

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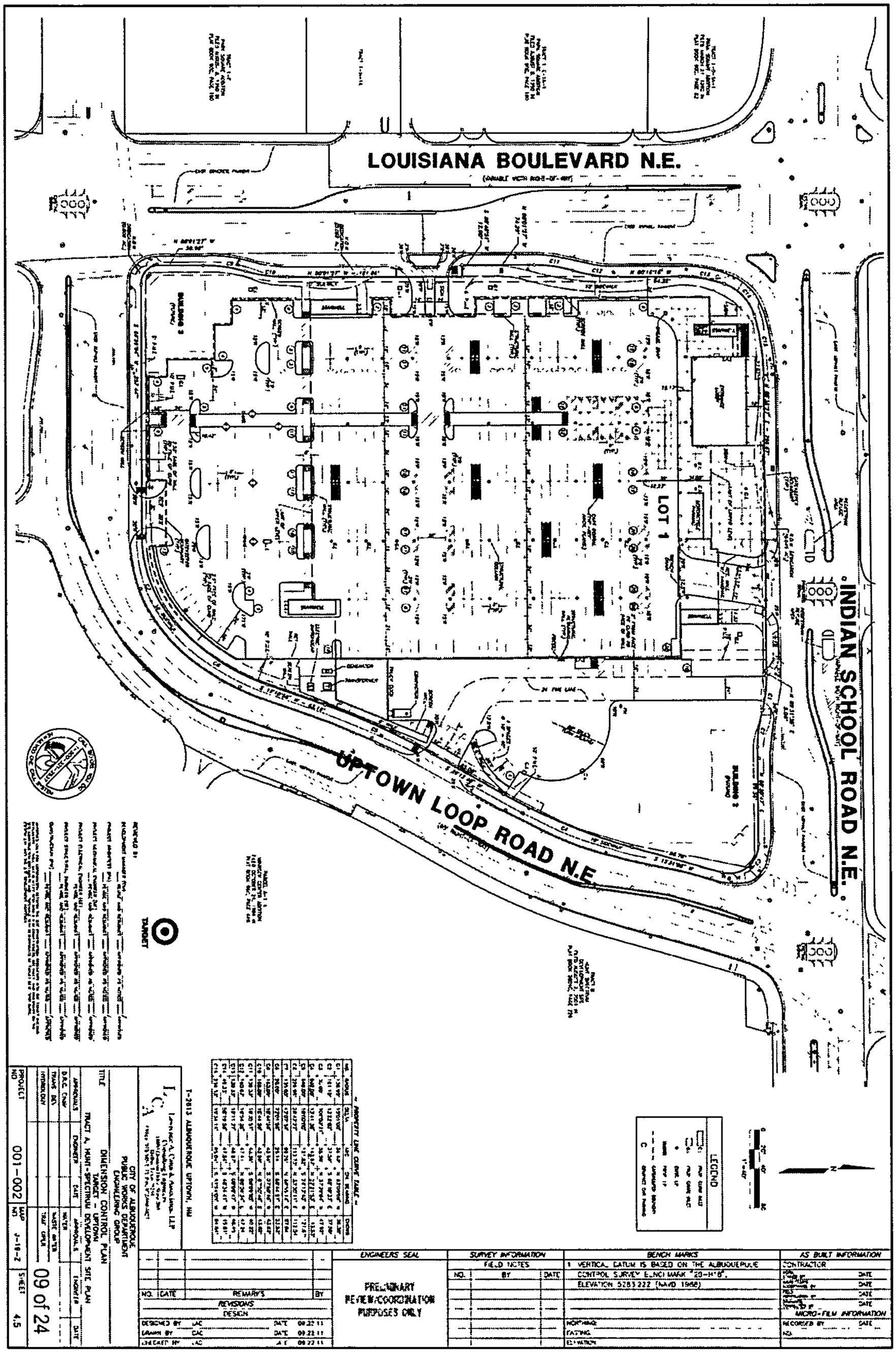
	ORGANIC PECAN SHELL MULCH
	IRRIGATED NATIVE SEED

Bekker Perich Sabatini

TARGET @ ABQ Uptown
Albuquerque, New Mexico
DRB SUBMITTAL

JG
MB

LANDSCAPE PLAN
ENLARGED LANDSCAPE PLAN - PHASE I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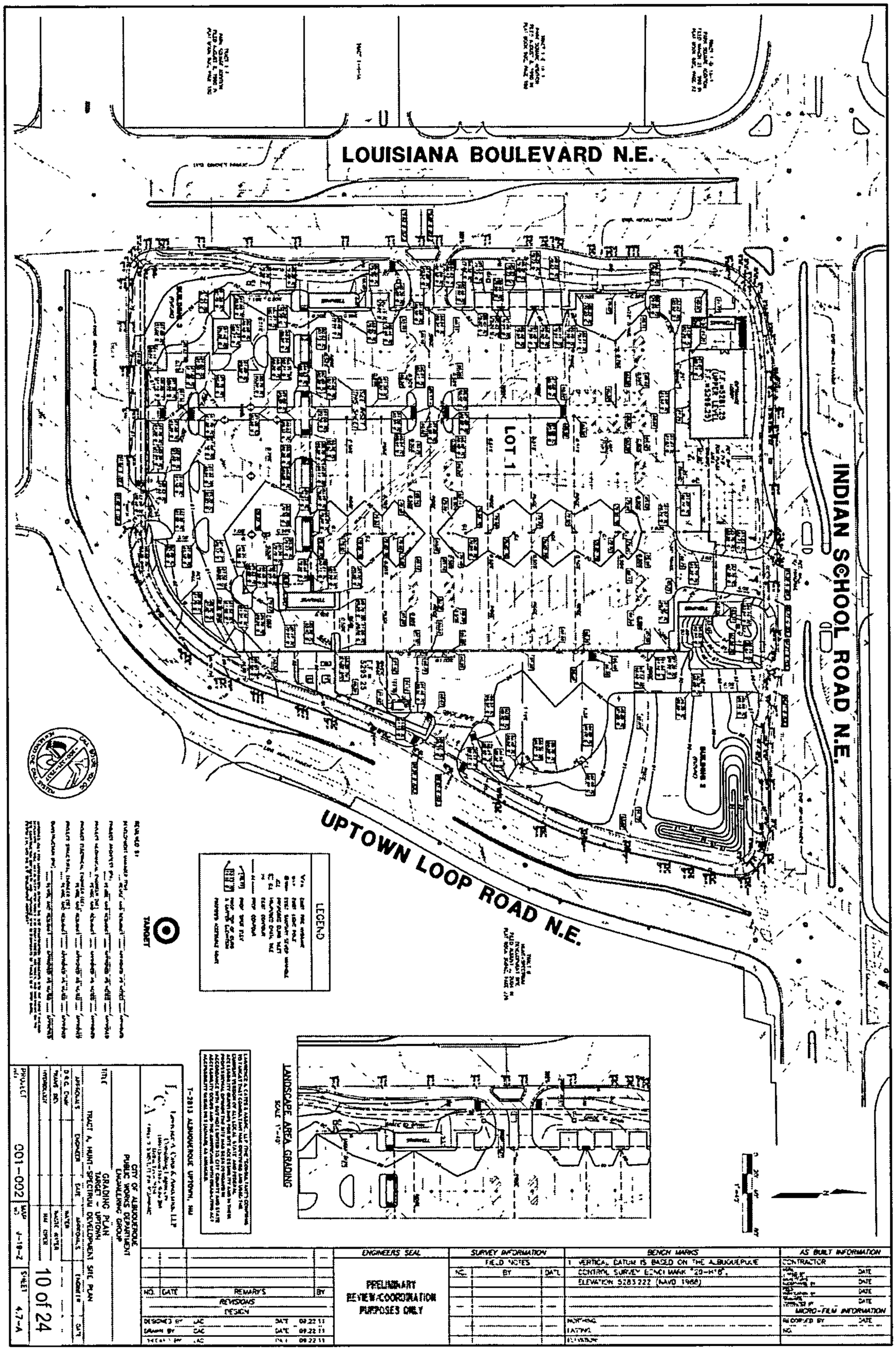
INDIAN SCHOOL ROAD N.E.
UPTOWN LOOP ROAD N.E.
LOT 1
LEGEND
TARGET
CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP
TITLE
DIMENSION CONTROL PLAN
TARGET - UPTOWN
TRACT A, MUNIT-SPECTRUM DEVELOPMENT SITE PLAN
T-2013 ALBUQUERQUE UPTOWN, NM
PRELIMINARY
REVIEW/COORDINATION
PURPOSES ONLY
SURVEY INFORMATION
FIELD NOTES
BENCH MARKS
1 VERTICAL DATUM IS BASED ON THE ALBUQUERQUE
CONTROL SURVEY BENCH MARK "20-H'16".
ELEVATION 5283.222 (NAVD 1988)
AS BUILT INFORMATION
CONTRACTOR
MICRO-FILM INFORMATION
PROJECT NO 001-002
MAP NO J-19-Z
SHEET 4.5
09 of 24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INDIAN SCHOOL ROAD N.E.
UPTOWN LOOP ROAD N.E.
LOT 1
LANDSCAPE AREA GRADING
SCALE 1"=40'
LEGEND
TARGET
T-2813 ALBUQUERQUE UPTOWN, NM
CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP
GRADING PLAN
TARGET - UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN
PROJECT
001-002
MAP NO. J-19-Z
SHEET 4.7-A
10 of 24
ENGINEERS SEAL
PRELIMINARY
REVIEW/COORDINATION
PURPOSES ONLY
SURVEY INFORMATION
FIELD NOTES
BENCH MARKS
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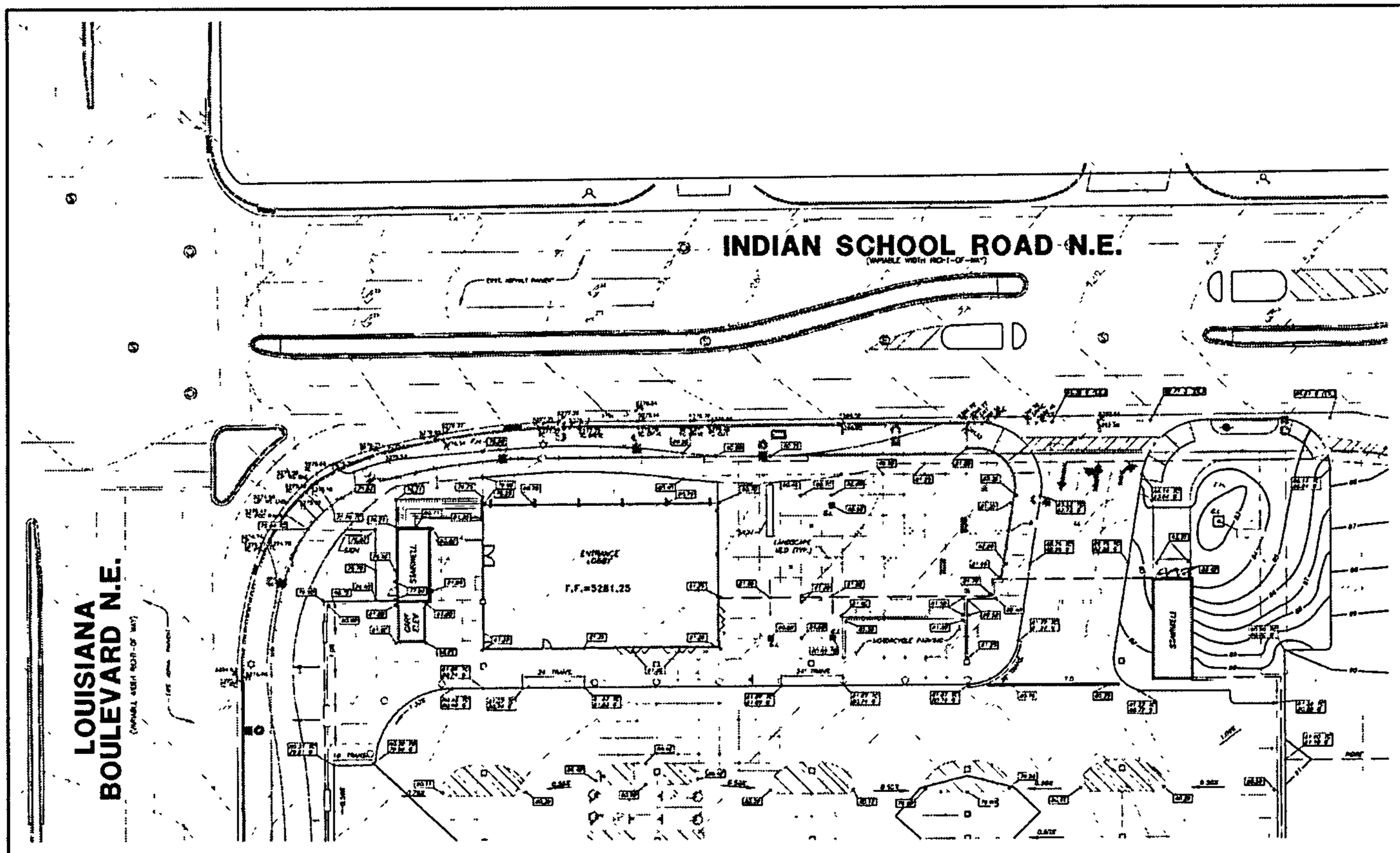
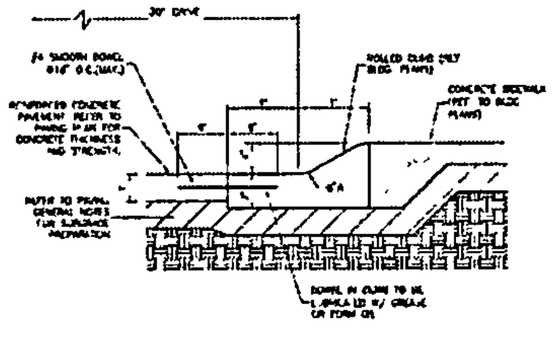
AS BUILT INFORMATION
CONTRACTOR
MICRO-FILM INFORMATION
REVISIONS
DESIGN
NO. DATE REMARKS BY
DESIGNED BY LAC DATE 09.22.11
DRAWN BY LAC DATE 09.22.11
CHECKED BY LAC DATE 09.22.11



LEGEND

- EXIST FIRE HYDRANT
- EXIST LIGHT POLE
- EXIST SANITARY SEWER MANHOLE
- PROPOSED LAND MGT
- PROPOSED BRAZE MGT
- EXIST CONTOUR
- EXIST CONTOUR
- PROP SPOT ELEV
- PROP TOP OF CURB & GUTTER ELEV



0.5 ROLLED CURB AT TARGET FRONT SIDEWALK

NTS

TARGET

REVIEWED BY:

DEVELOPMENT MANAGER (DM) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

PROJECT ARCHITECT (PA) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

PROJECT MECHANICAL ENGINEER (ME) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

PROJECT ELECTRICAL ENGINEER (EE) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

PROJECT STRUCTURAL ENGINEER (SE) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

CONSTRUCTION (PM) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

APPROVAL ONLY FOR DIMENSIONS AS SHOWN AND SPECIFICALLY NON-COMPLIANCE WITH THE TARGET DESIGN GUIDELINES. GENERAL NOTE IS ONLY INTENDED TO CONFIRM CLEARANCES, NOT ENGINEERING OR THE SITE CONSTRUCTION ENSURING THE CONFORMANCE WITH REQUIREMENTS OF TARGET DEVELOPER GUIDELINES, CRITERIA ETC. AND THE SITE DEVELOPMENT AGREEMENT.

CALL BEFORE YOU DIG
NEW MEXICO ONE CALL SYSTEM

LAWRENCE A. CATES & ASSOC. LLP (THE "CONSULTANT") CONFIRMS TO TARGET THAT CONSULTANT HAS IDENTIFIED AND USED THE CURRENT VERSION OF ALL LOCAL, STATE AND FEDERAL ACCESSIBILITY GUIDELINES FOR SITE ACCESSIBILITY AND IN THEIR PROFESSIONAL OPINION THE SITE HAS BEEN DESIGNED IN ACCORDANCE WITH, BUT NOT LIMITED TO, CITY, COUNTY AND STATE ACCESSIBILITY CODES AND THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), AS AMENDED.

T-2813 ALBUQUERQUE UPTOWN, NM

Lawrence A. Cates & Associates, LLP
Consulting Engineers
[illegible]

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

TITLE: PLAZA AREA GRADING PLAN
TARGET - UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
D.R.C. Chair			WATER		
TRANS. DEV.			WASTE WATER		
HYDROLOGY			TRAFFIC ENGR.		

PROJECT NO 001-002 | MAP NO J-19-Z | SHEET 4.7-B

11 of 24

SURVEY INFORMATION
FIELD NOTES BY: DATE:
NO.

BENCH MARKS
1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-H'S". ELEVATION 5283.222 (NAVD '88)

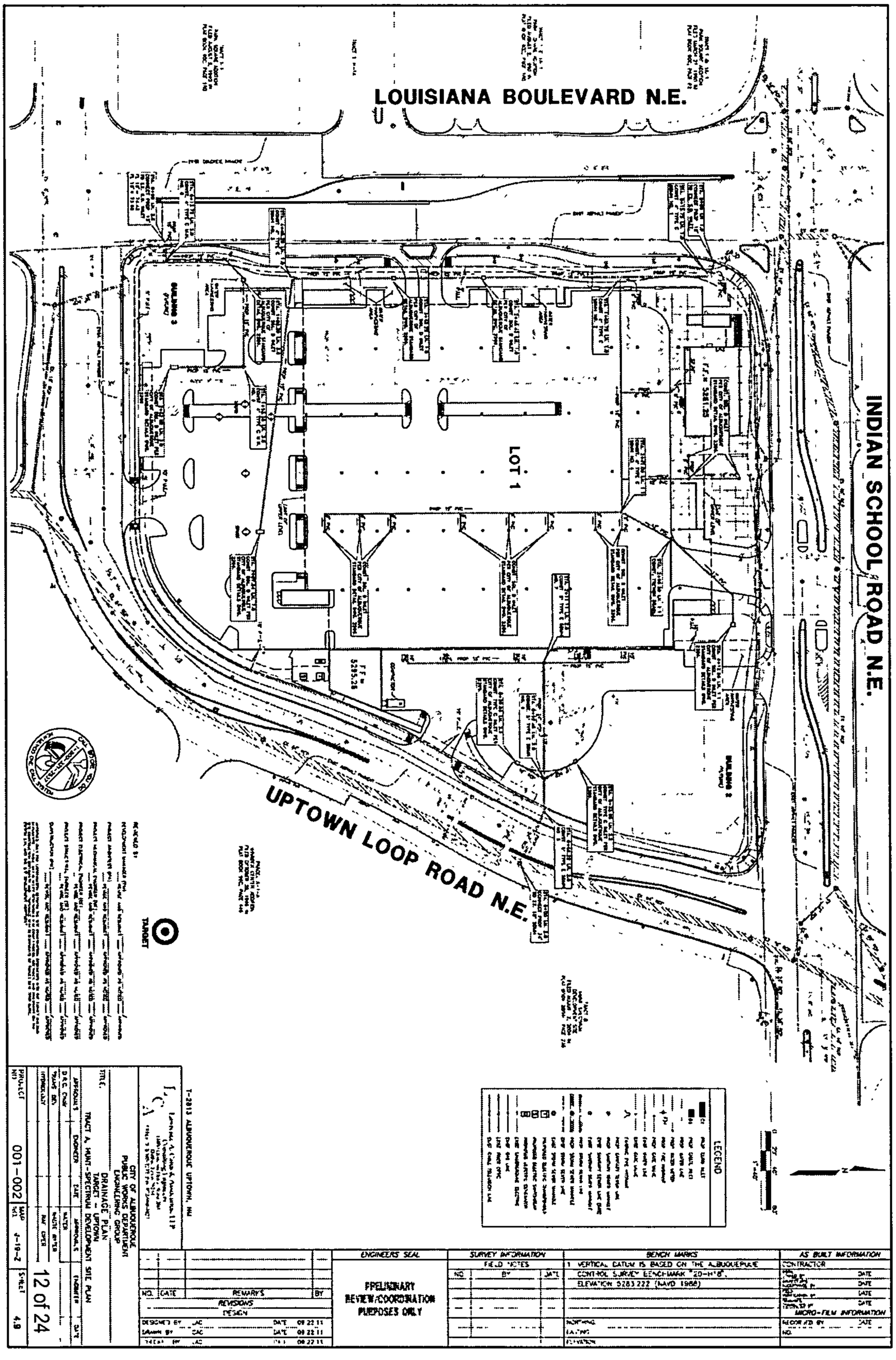
AS BUILT INFORMATION
CONTRACTOR
DATE
DATE
DATE
DATE

MICRO-FILM INFORMATION
RELEASED BY
DATE

ENGINEERS SEAL

PRELIMINARY
REVIEW COORDINATION
PURPOSES ONLY

NO.	DATE	REMARKS	DESIGNED BY	DATE
		REVISIONS	DRAWN BY	DATE
		CHECKED	CHECKED BY	DATE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LOT 1
BUILDING 3
BUILDING 2
TARGET
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TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN
PROJECT NO. 001-002
SHEET 4.9
12 of 24
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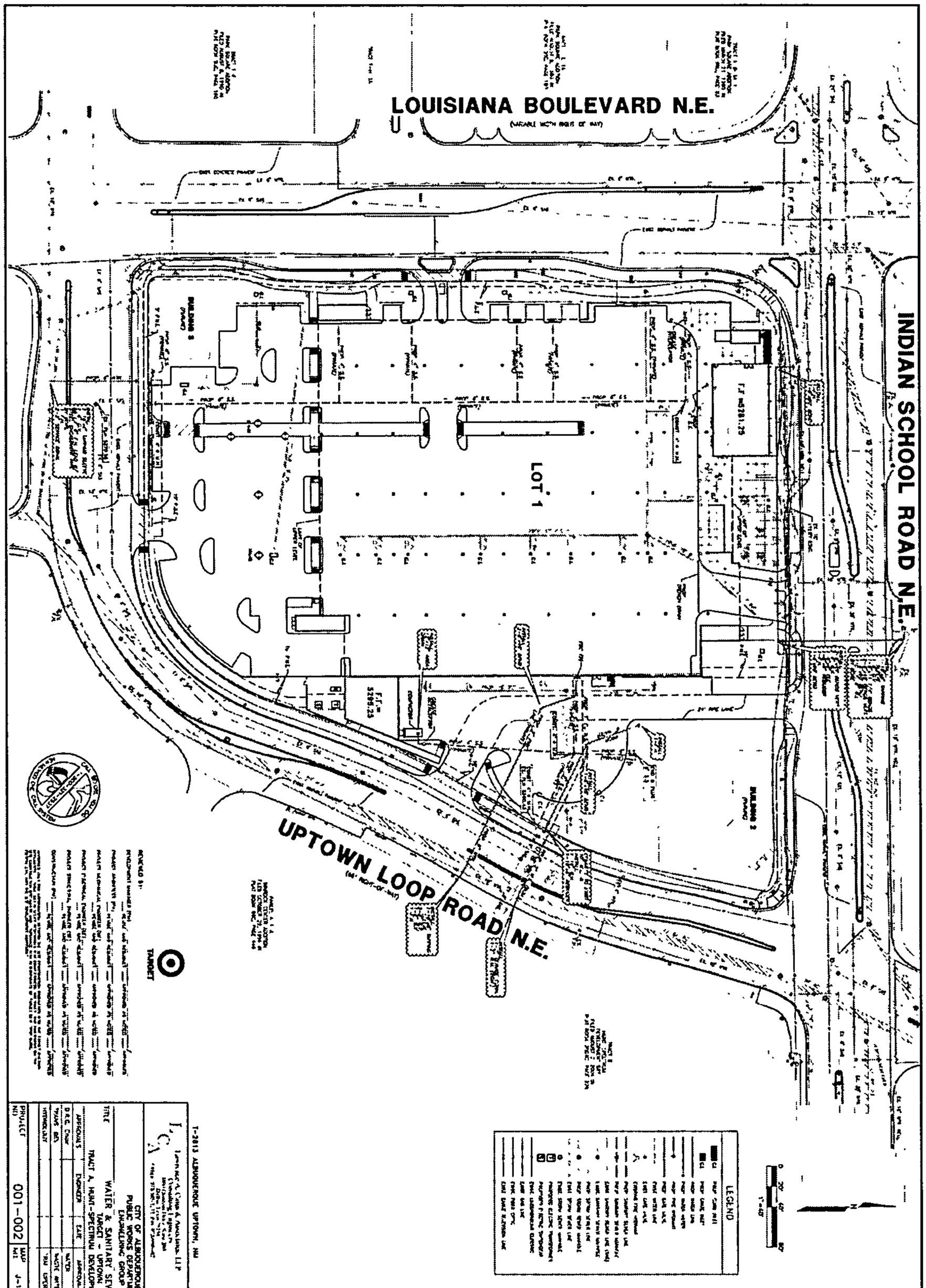
REMARKS
BY



T-2813 ALBUQUERQUE UPTOWN, NM

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

TITLE
WATER & SANITARY SEWER PLAN
TARGET - UPTOWN
TRACT A, HUNT-SPECTRUM DEVELOPMENT SITE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
D.R.C. Chair			WATER		
TRANS. (ID)			WASTE WATER		
HYDROLOGY			TRAF. OPER.		

PROJECT NO. 001-002 | MAP NO. J-19-Z | SHEET 4.10-A

13 of 24

NO	DATE	REMARKS	BY

REVISIONS

DESIGN

DESIGNED BY LAC DATE 09 22 11
DRAWN BY CAC DATE 09 22 11
CHECKED BY LAC DATE 09 22 11

ENGINEERS SEAL

PRELIMINARY REVIEW/COORDINATION PURPOSES ONLY

SURVEY INFORMATION

FIELD NOTES

NO.	BY	DATE

BENCH MARKS

1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-H18", ELEVATION 5283.222 (NAVD 1988)

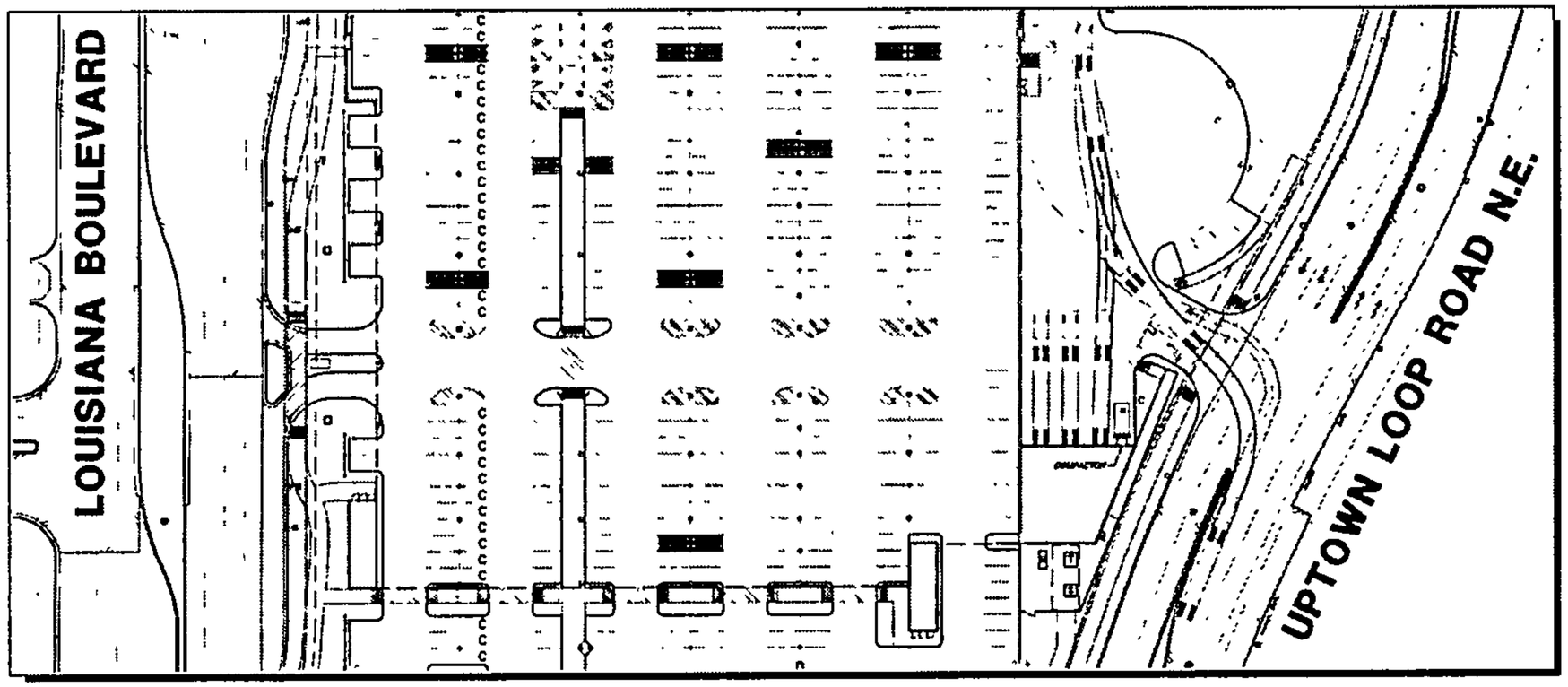
NORTHING
EASTING
ELEVATION

AS BUILT INFORMATION

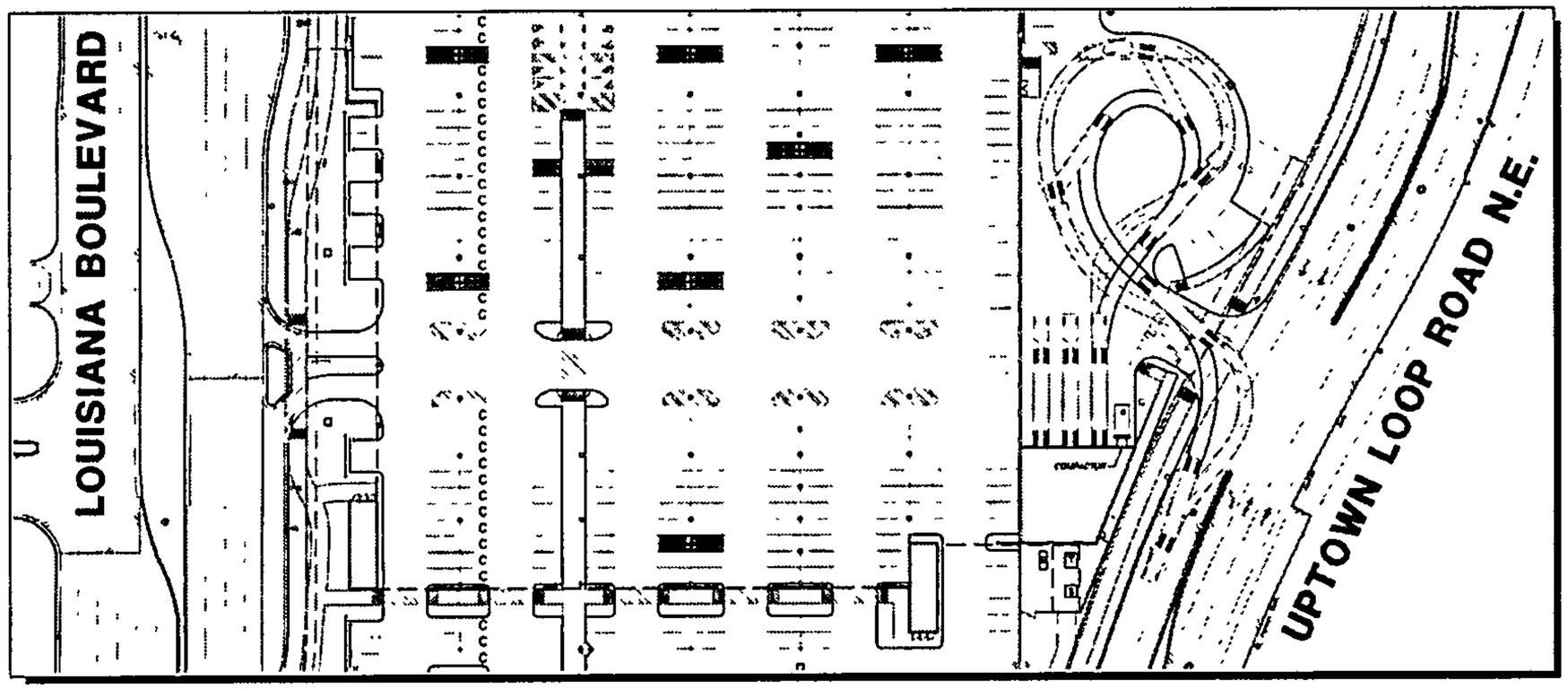
CONTRACTOR
DATE
DATE
DATE
DATE

MICRO-FILM INFORMATION

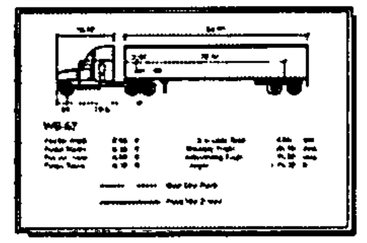
RECORDED BY DATE
NO.



ARRIVAL



DEPARTURE



VEHICLE

TARGET

REVIEWED BY

DEVELOPMENT MANAGER (DM) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

PROJECT ARCHITECT (PA) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

PROJECT MECHANICAL ENGINEER (ME) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

PROJECT ELECTRICAL ENGINEER (EE) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

PROJECT STRUCTURAL ENGINEER (SE) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

CONSTRUCTION (CM) ___ REVISE AND RESUBMIT ___ APPROVED AS NOTED ___ APPROVED

APPROVED ONLY FOR GENERAL INTENT AND SITE CONSTRUCTION SUBMITTED WITH THE PROJECT NUMBER SHOWN. CONSTRUCTION CONTRACTOR IS RESPONSIBLE FOR COMPLETE DESIGN AND COORDINATION OF THE WORK. APPROVAL DOES NOT RELIEVE CONTRACTOR OF RESPONSIBILITY FOR ERRORS AND OMISSIONS IN SUBMITTED DRAWINGS. APPROVAL DOES NOT AUTHORIZE ANY DEVIATION FROM REQUIREMENTS OF CONTRACT DOCUMENTS UNLESS SUCH DEVIATION HAS BEEN SPECIFICALLY APPROVED IN WRITING.

T-2813 ALBUQUERQUE UPTOWN, NM

Lawrence A. Cates & Associates, LLP
Consulting Engineers
Albuquerque, New Mexico 87114
Phone: 505-897-7744 Fax: 505-897-7745

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

TITLE: TRUCK ACCESS PLAN
TARGET – UPTOWN
TRACT A, HUNT–SPECTRUM DEVELOPMENT SITE PLAN

APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
UNM Chair			WATER		
TRANS DEV			WASTE WATER		
HYDROLOGY			TRAFFIC		

14 of 24

PROJECT NO: 001–002 | MAP NO: J-19-Z | SHEET: 4.12

ENGINEER'S SEAL

PRELIMINARY
REVIEW/COORDINATION
PURPOSES ONLY

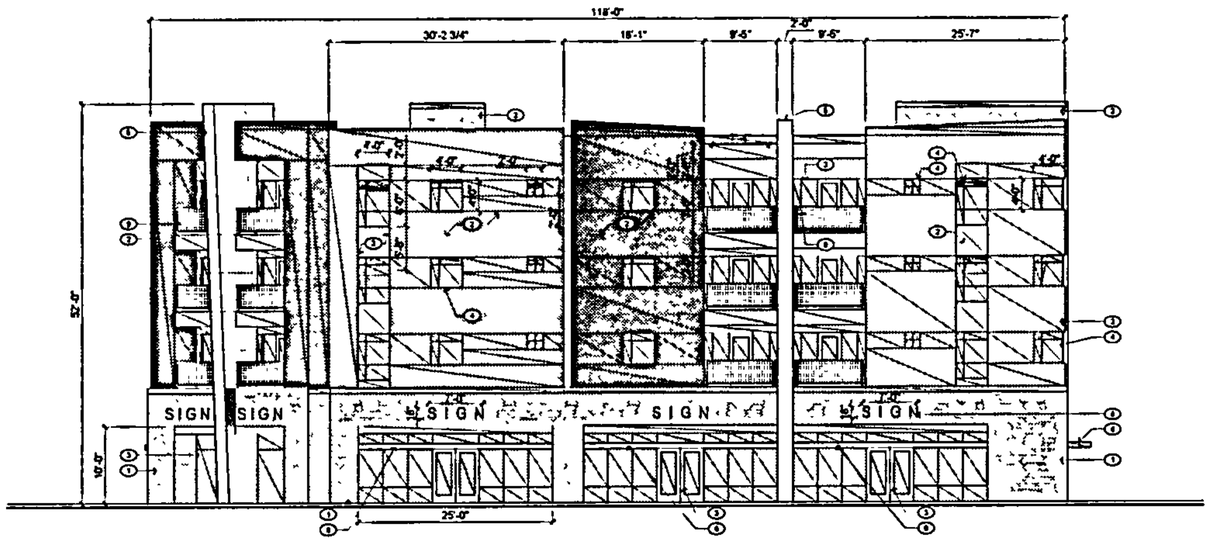
NO	DATE	REMARKS	BY
		REVISIONS	
		DESIGN	LAC 09 22 11
		DRAWN BY	CAC 09 22 11
		CHECKED BY	LAC 09 22 11

SURVEY INFORMATION
FIELD NOTES
NO | BY | DATE

BENCH MARKS
1. VERTICAL DATUM IS BASED ON THE ALBUQUERQUE CONTROL SURVEY BENCHMARK "20-H18" ELEVATION 5283.222 (NAVD 1988)

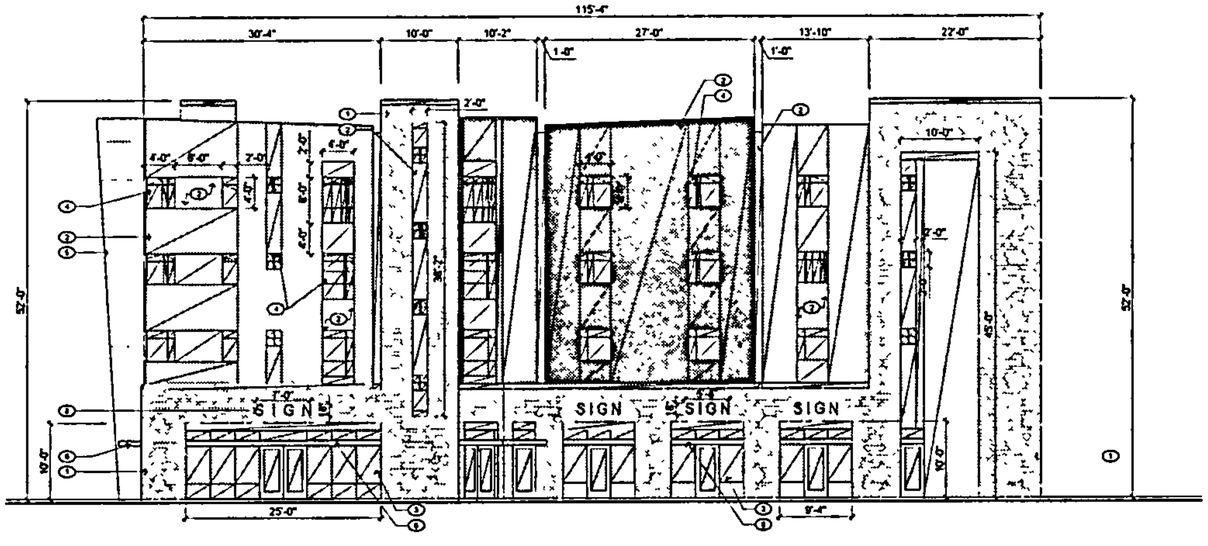
AS BUILT INFORMATION
CONTRACTOR
DATE
MICRO-FILM INFORMATION
RECEIVED BY
DATE
NO

WORKING
TESTING
LOCATION



NORTH ELEVATION

EAST ELEVATION SIMILAR OPPOSITE HAND



WEST ELEVATION

SOUTH ELEVATION SIMILAR OPPOSITE HAND

GENERAL NOTES

A. ALL BUILDING FACADES SHALL BE COMPOSED OF THE DESIGN ELEMENTS SHOWN OR DESCRIBED IN THIS PLAN. DESIGN ELEMENTS INCLUDE AS EXAMPLES THE BUILDING COLORS MASSING WINDOWS DOORS TRELLIS AND PORTALS. THESE DESIGN ELEMENTS NEED NOT BE ARRANGED AS SHOWN ON THIS PLAN BUT MAY BE FREELY INTERCHANGED TO ACCOMMODATE FUTURE TENANTS

B. ENTRY STOREFRONTS TO THE BUILDING MAY BE MODIFIED TO ACCOMMODATE SPECIFIC NEEDS OF FUTURE TENANTS. THESE STOREFRONTS ARE TO MAINTAIN THE OVERALL DESIGN INTENT OF THE BUILDINGS AS SHOWN AND MUST BE COMPATIBLE WITH THE BUILDING FACADES IN TERMS OF QUALITY OF MATERIALS AND SYSTEMS

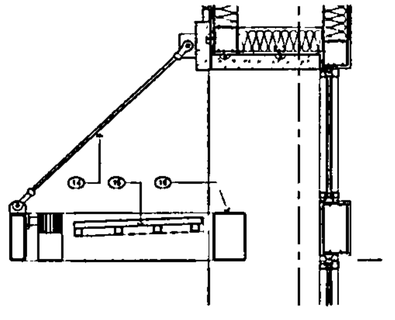
C. SIGNAGE AS SHOWN IS FOR ILLUSTRATION PURPOSES AND MAY CHANGE TO MEET FUTURE TENANT REQUIREMENTS.

KEYED NOTES

1. CULTURED STONE
2. EXTERIOR INSULATION AND FINISH SYSTEM (STUCCO) SEE FINISH LEGEND FOR COLORS
3. ALUMINUM STOREFRONT
4. OPERABLE ALUMINUM WINDOWS
5. METAL PANELS
6. METAL AWNING
7. EIFS HEADER
8. SIGNAGE INTERNALLY ILLUMINATED INDIVIDUAL LETTERS. BOX SIGNS NOT ALLOWED EXCEPT FOR LOGOS INDICATED SIZE IS APPROXIMATE.
9. BALCONY WITH METAL GUARD RAILING AND WOVEN WIRE MESH.
10. ALUMINUM OVERHEAD DOOR
11. STANDING SEAM METAL ROOF GALVANIZED
12. HOLLOW METAL DOOR AND FRAME, PAINTED TO MATCH ADJACENT EIFS
13. STEEL TRELLIS - PAINTED TO MATCH STUCCO 4
14. PAINTED STEEL SUPPORT RODS
15. PAINTED STEEL DECKING
16. PAINTED STEEL STRUCTURE

FINISH LEGEND

- CULTURED STONE
- STUCCO 1 LIGHT GREY
- STUCCO 2 LIGHT BROWN
- STUCCO 3 MEDIUM BROWN
- STUCCO 4 DARK BROWN
- GLAZING
- ALUMINUM STOREFRONT AND METAL AWNINGS WHITE
- METAL PANELS - CLEAR ANODIZED ALUMINUM



AWNING DETAIL

Dekker Perich Sabatini

7601 Jefferson NE Suite 180
Albuquerque NM 87109
505 761 9700
fax 761 4222
dps@dpsdesign.org

ARCHITECT

ENGINEER

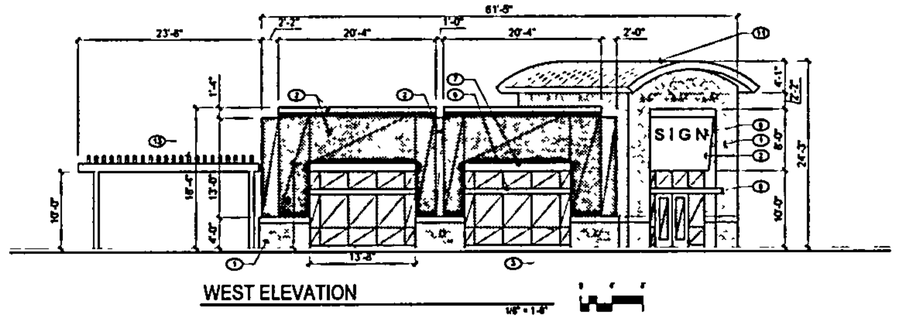
PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

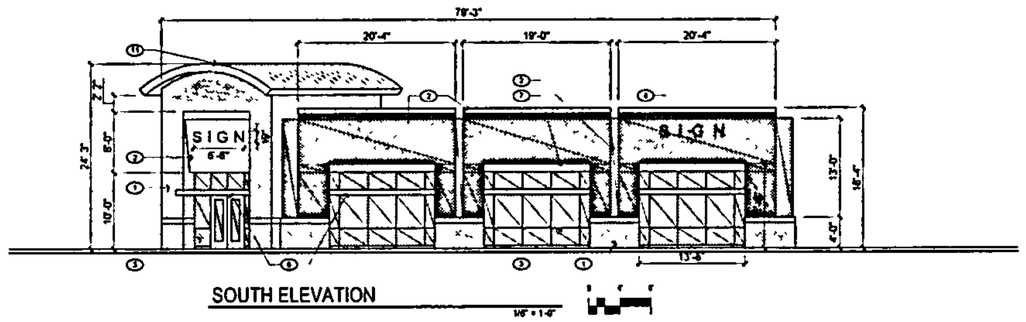
DRB SUBMITTAL

DRAWN BY	CRG TGB
REVIEWED BY	CRG
DATE	10/07/2011
PROJECT NO.	10-0135
DRAWING NAME	

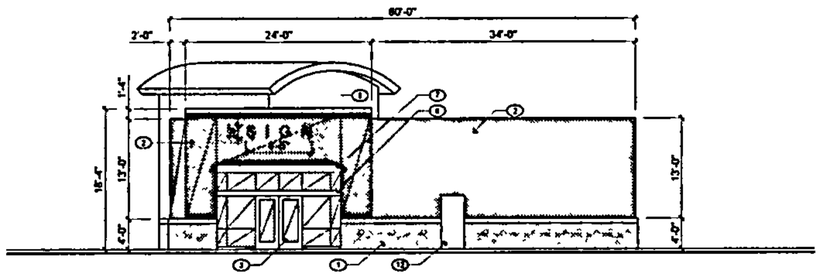
LOT 2
MIXED USE
ELEVATIONS



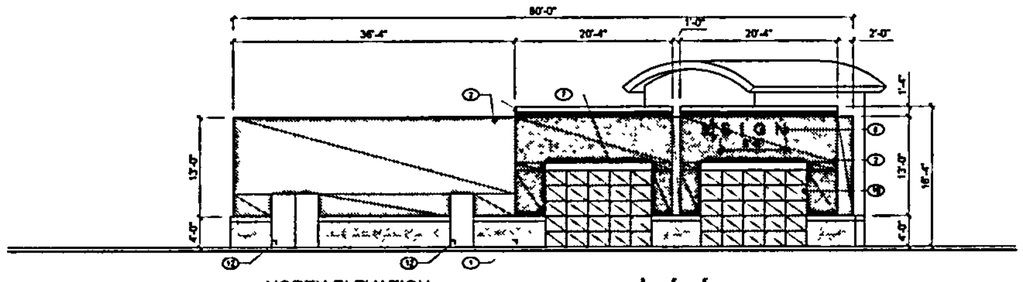
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



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Dekker Perich Sabatini

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

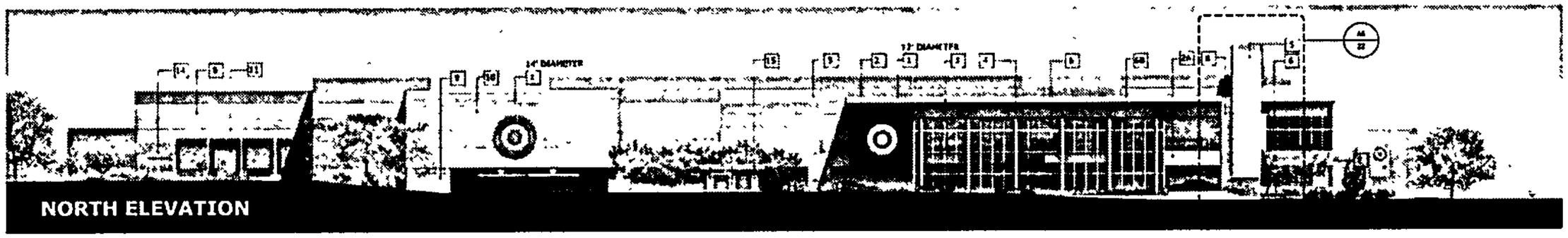
DRB SUBMITTAL

REVISIONS

DRAWN BY	CRG TGB
REVIEWED BY	CRG
DATE	10/07/2011
PROJECT NO	10-0135

DRAWING NAME

LOT 3
PAD BUILDING
ELEVATIONS



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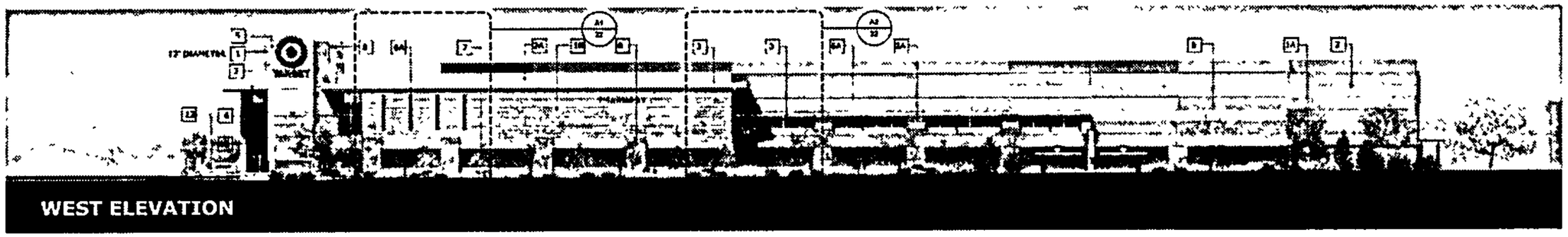
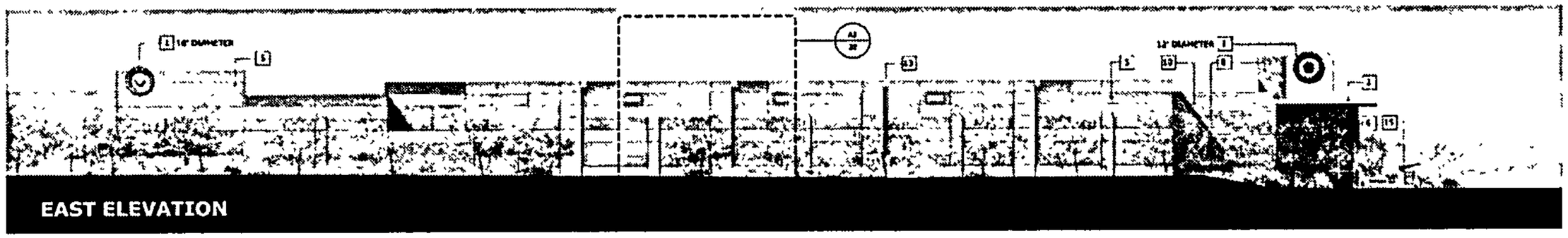
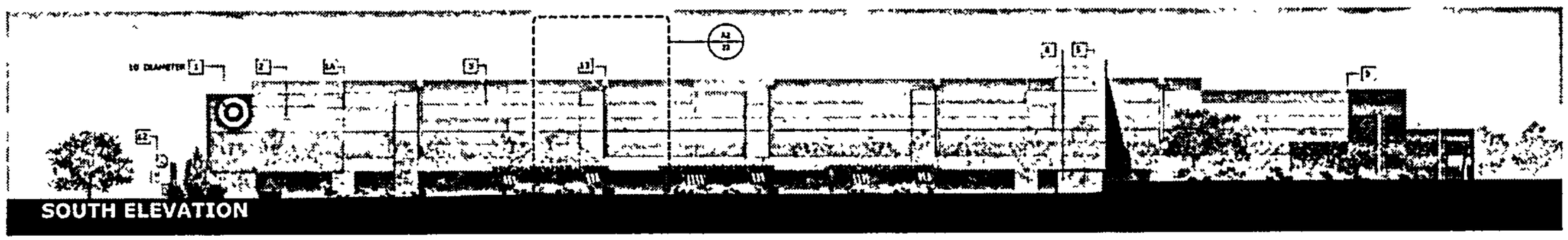


WEST ELEVATION



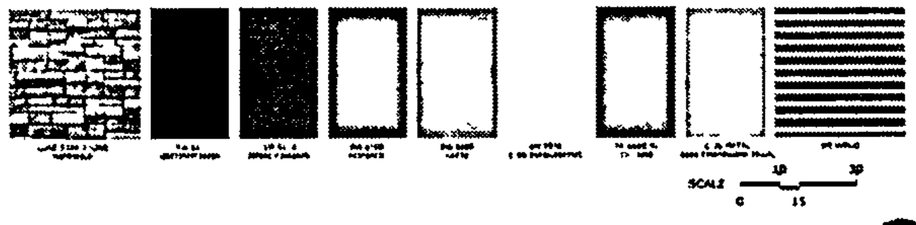
EAST ELEVATION



SOUTH ELEVATION

KEY NOTES

1 INTERNALLY ILLUMINATED SIGN	6 GLASS CURTAIN WALL W/ VISION GLASS	11 LOADING DOCK DOORS
1A INTERNALLY ILLUMINATED ACCENT	6A VISION GLASS WINDOWS	12 MONUMENT SIGN - INTERNALLY ILLUMINATED
2 SMOOTH METAL PANEL, C-1 RED	6B SPANDREL GLASS	13 PAINTED ACCENT C 1 RED
2A SMOOTH METAL PANEL C-20 CHAMPAGNE	7 TPE W/ VOID SCREEN	14 COMPACTOR CONTAINER
3 METAL CANOPY	8 MANUFACTURED STONE	15 BUS SHELTER
4 METAL CANOPIES C-20 CHAMPAGNE	9 ROLLERS METAL EXIT DOORS	
5 CONCRETE TILT-WALL WITH CAST REVEALS AND TEXTURED PAINT	10 RIBBED METAL PANEL C 20 CHAMPAGNE	



ALBUQUERQUE UPTOWN, NM ELEVATIONS TARGET STORE DESIGN OCTOBER 2011

architecture
interiors
landscape
planning
engineering

Dekker
Perich
Sabatini

2500 Jefferson NE Suite 100
Albuquerque NM 87110
505 761-9700
fax 761 4222
info@dpsnm.org

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

REVISIONS

DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	10/07/2011
PROJECT NO.	10-0136

DRAWING NAME

TARGET ELEVATIONS

TARGET PERSPECTIVES

DRAWING NAME	
PROJECT NO.	10-0135
DATE	10/07/2011
REVIEWED BY	TARGET
DRAWN BY	TARGET

REMARKS

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

PROJECT

ENGINEER

ARCHITECT

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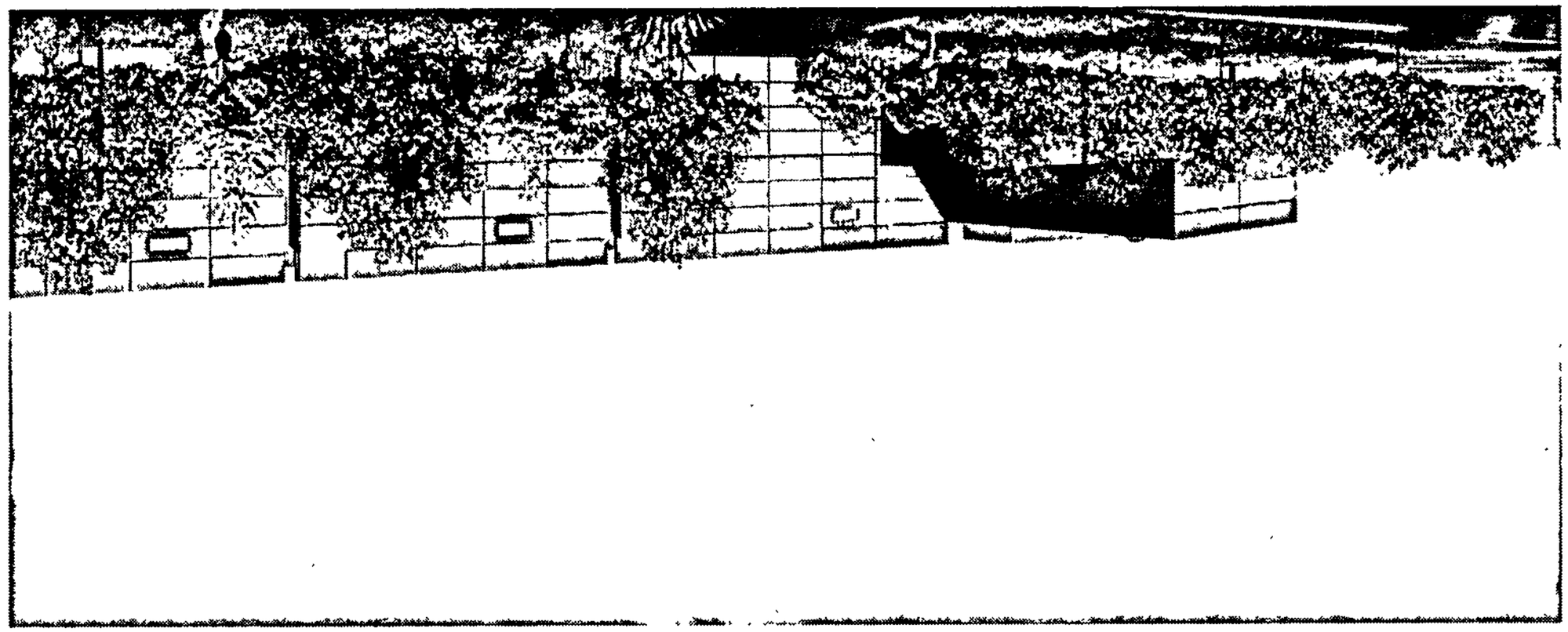
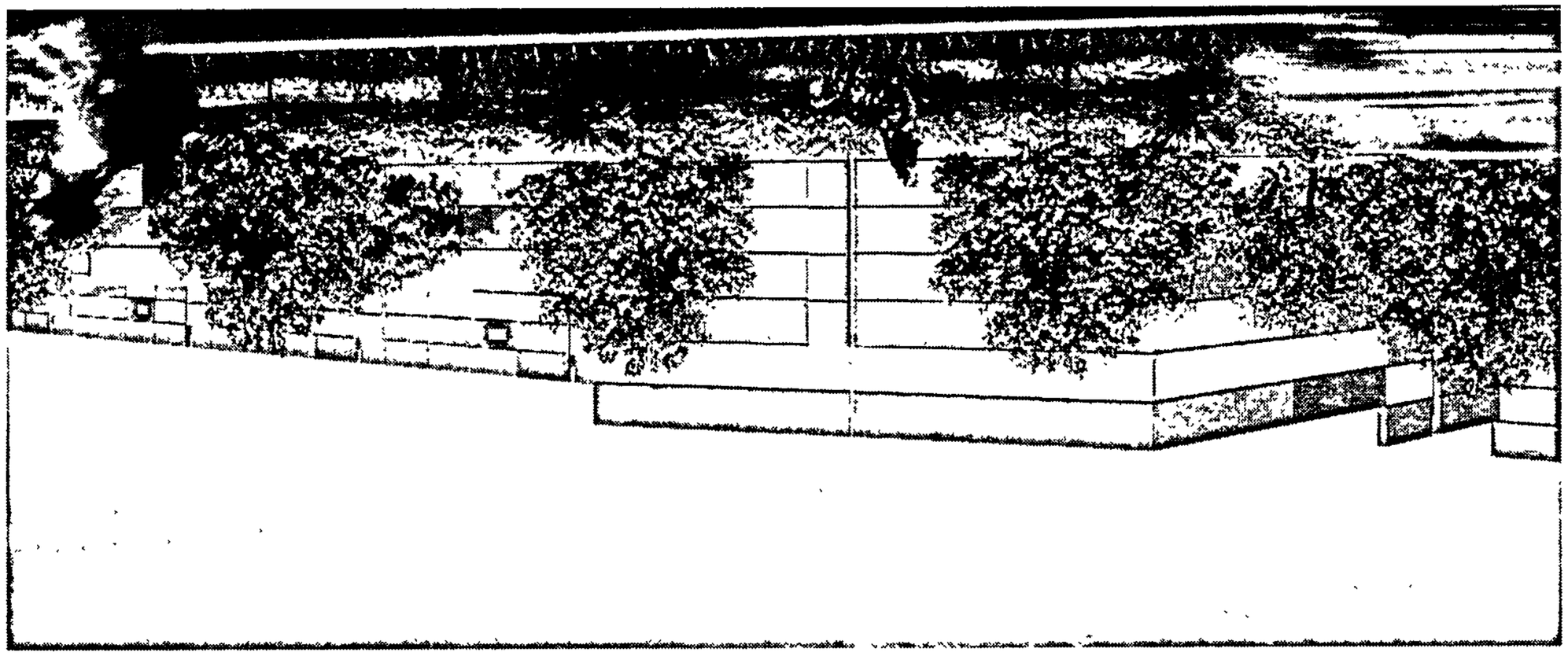
Albuquerque, NM 87109
505 798-9780
fax 798-6221
dps@dpsdesign.org

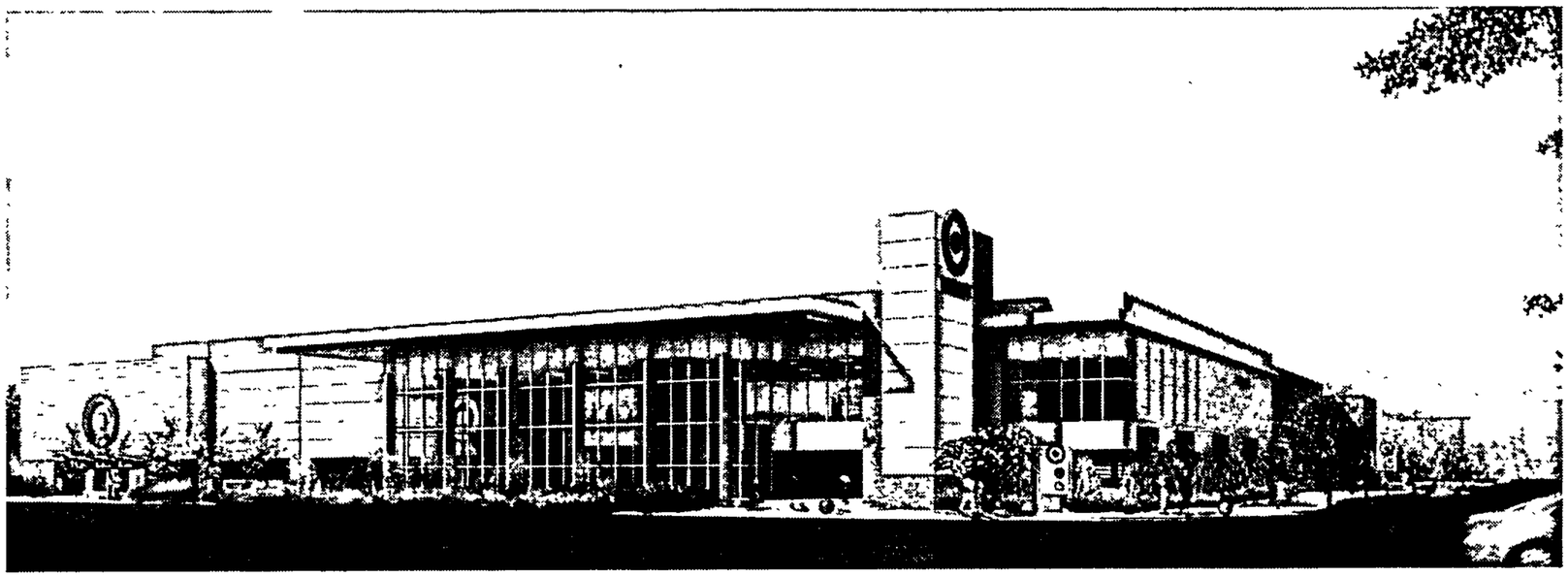
Individuals
Architects
Landscape
Planning
Engineering

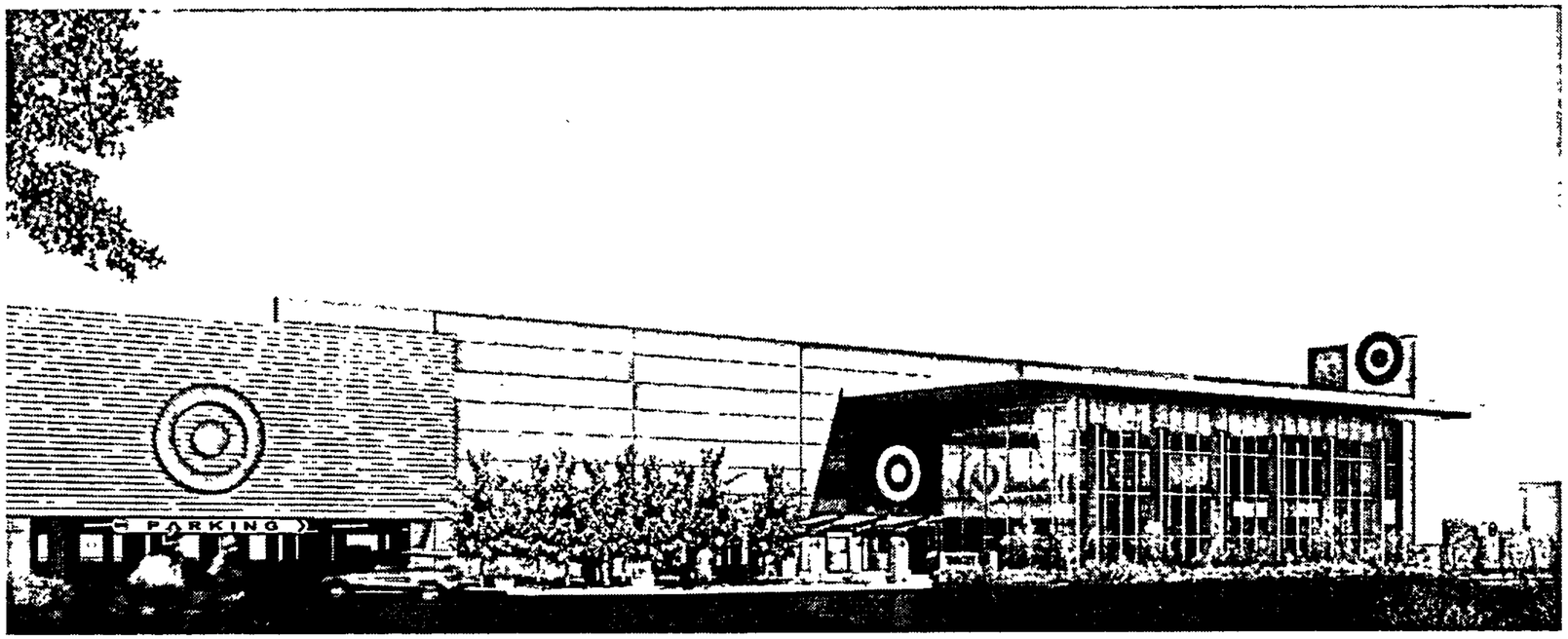
ALBUQUERQUE UPTOWN, NM

TARGET STORE DESIGN
OCTOBER 5, 2011









ALBUQUERQUE UPTOWN, NM

PERSPECTIVE VIEW

TARGET STORE DESIGN
SEPTEMBER 21, 2011

Dekker
Perich
Sabatini

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

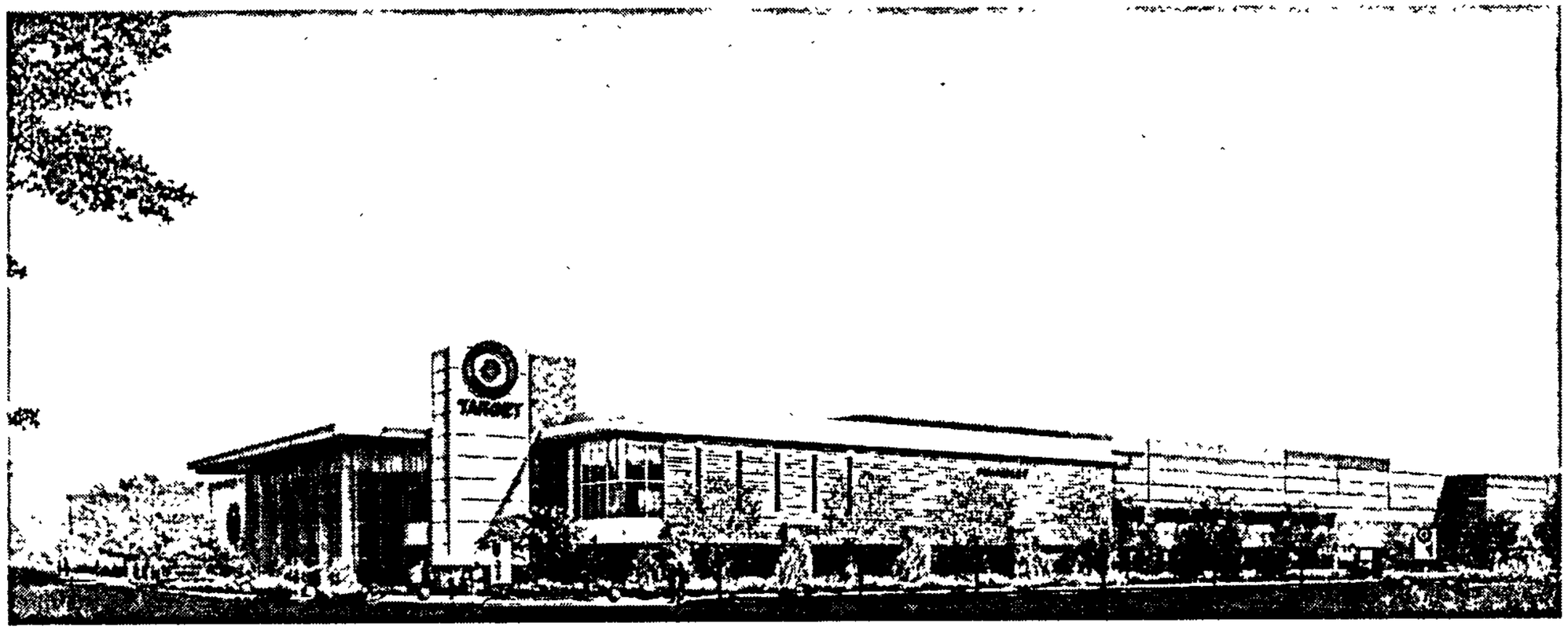
DRB SUBMITTAL

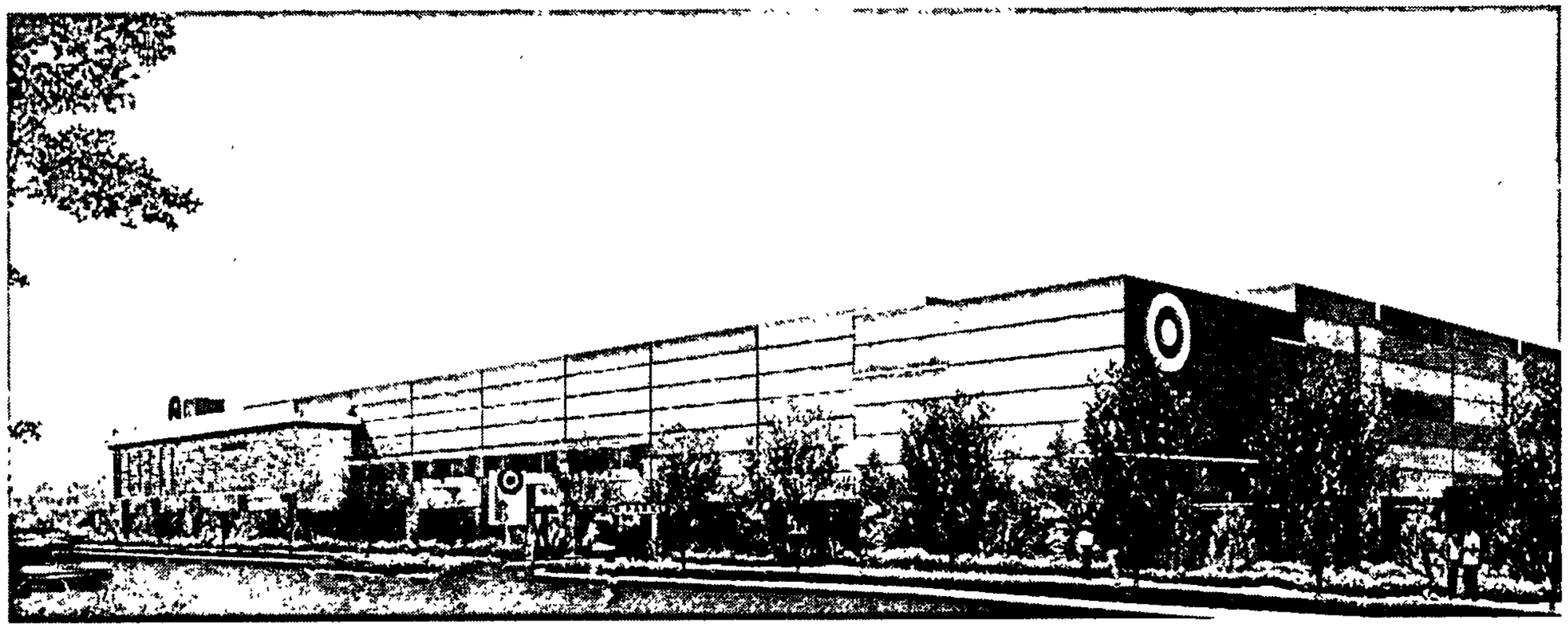
REVISIONS

DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	10/07/2011
PROJECT NO.	10-0135

DRAWING NAME

TARGET PERSPECTIVES





ALBUQUERQUE UPTOWN, NM

PERSPECTIVE VIEW

TARGET STORE DESIGN
SEPTEMBER 27, 2011

architecture
urban design
landscape
planning
and interiors

Dekker
Perich
Sabatini

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Albuquerque, NM 87109
505.761-9700
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dpsinfo@dpsdesign.org

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

REVISIONS
1
2
3
4

DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	10/07/2011
PROJECT NO.	10-0135

DRAWING NAME

TARGET PERSPECTIVES

ALBUQUERQUE UPTOWN, NM

PERSPECTIVE VIEW

TARGET STORE DESIGN
SEPTEMBER 21, 2011

Dekker
Perich
Sabatini

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

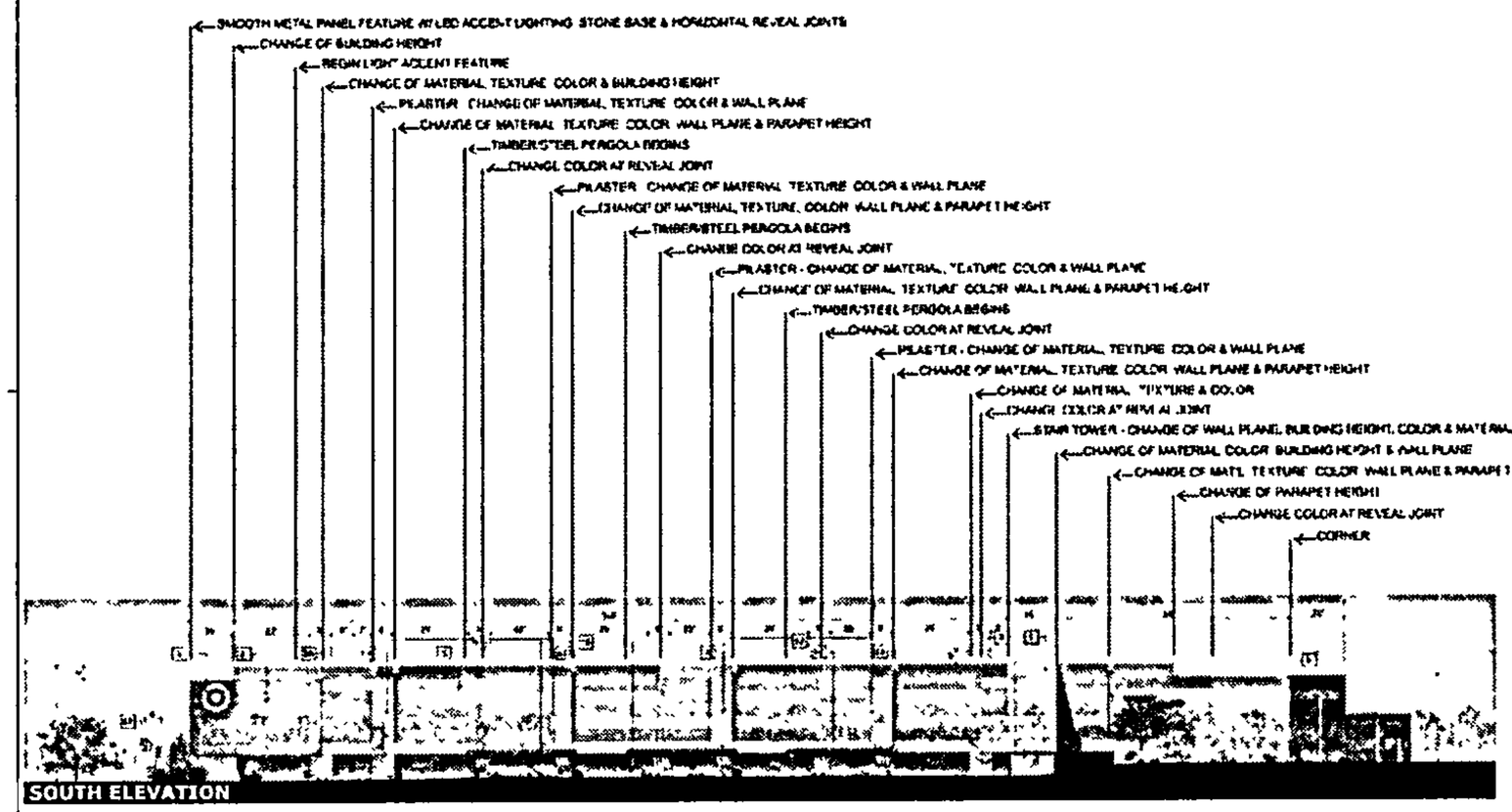
DRB SUBMITTAL

REVISIONS

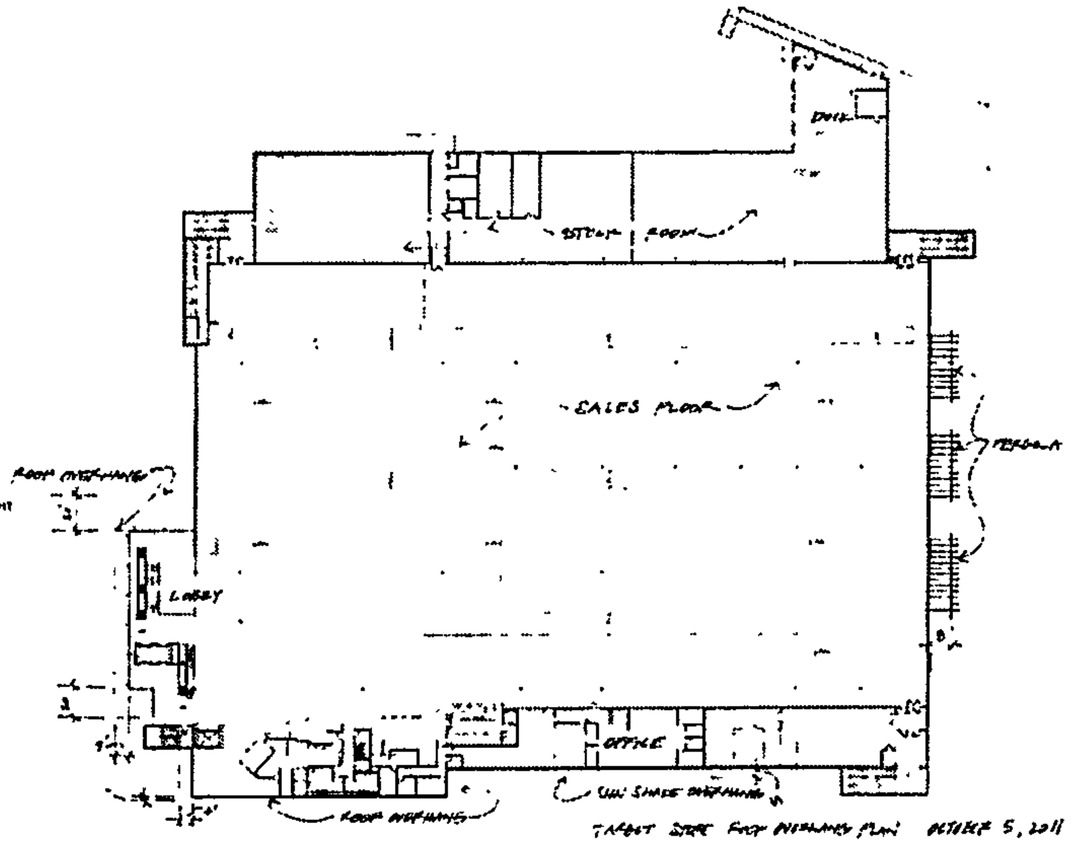
DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	10/07/2011
PROJECT NO.	10-0136

DRAWING NAME

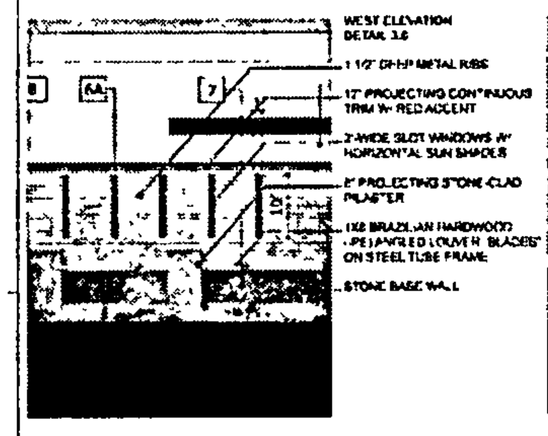
TARGET PERSPECTIVE



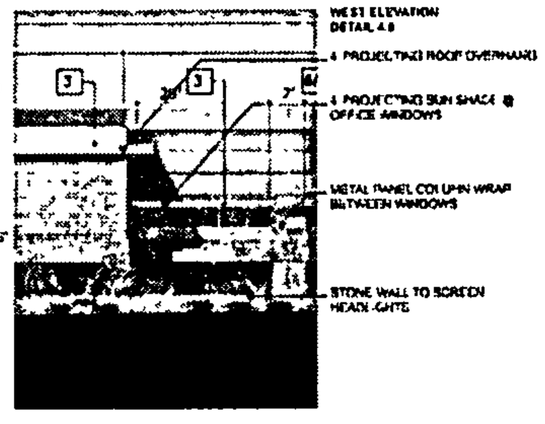
SOUTH ELEVATION



C4 FLOOR PLAN with ROOF OVERHANGS



A1 WEST ELEVATION DETAIL



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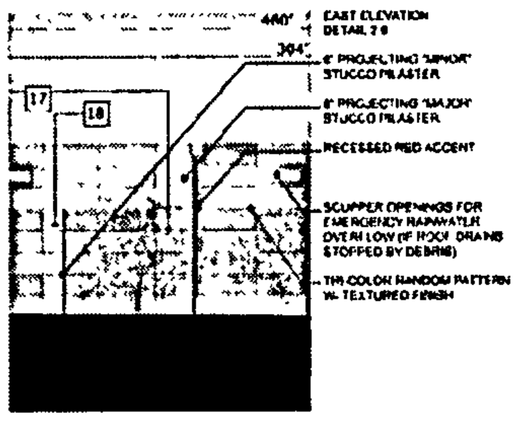

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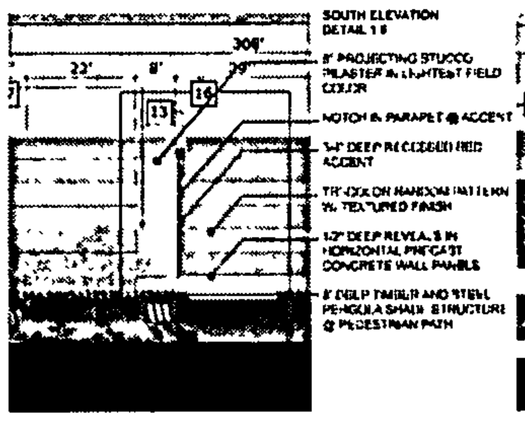
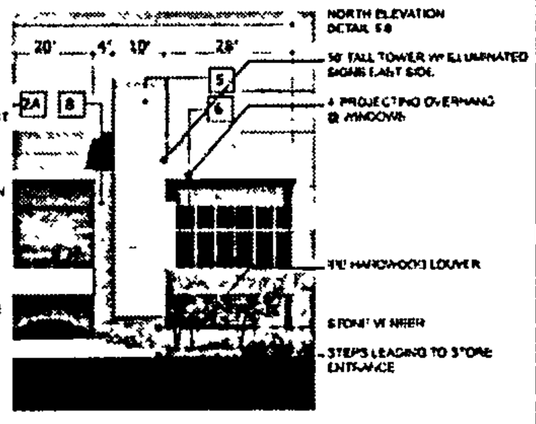


A4 SOUTH ELEVATION DETAIL



A5 NORTH ELEVATION DETAIL

ALBUQUERQUE UPTOWN, NM ELEVATION DETAILS TARGET STORE DESIGN

architecture
interiors
landscape
planning
engineering

Dekker
Perich
Sabatini

7601 Jefferson NE Suite 100
Albuquerque NM 87109
505 761-9700
Fax 761 4222
www.dpsnm.com

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

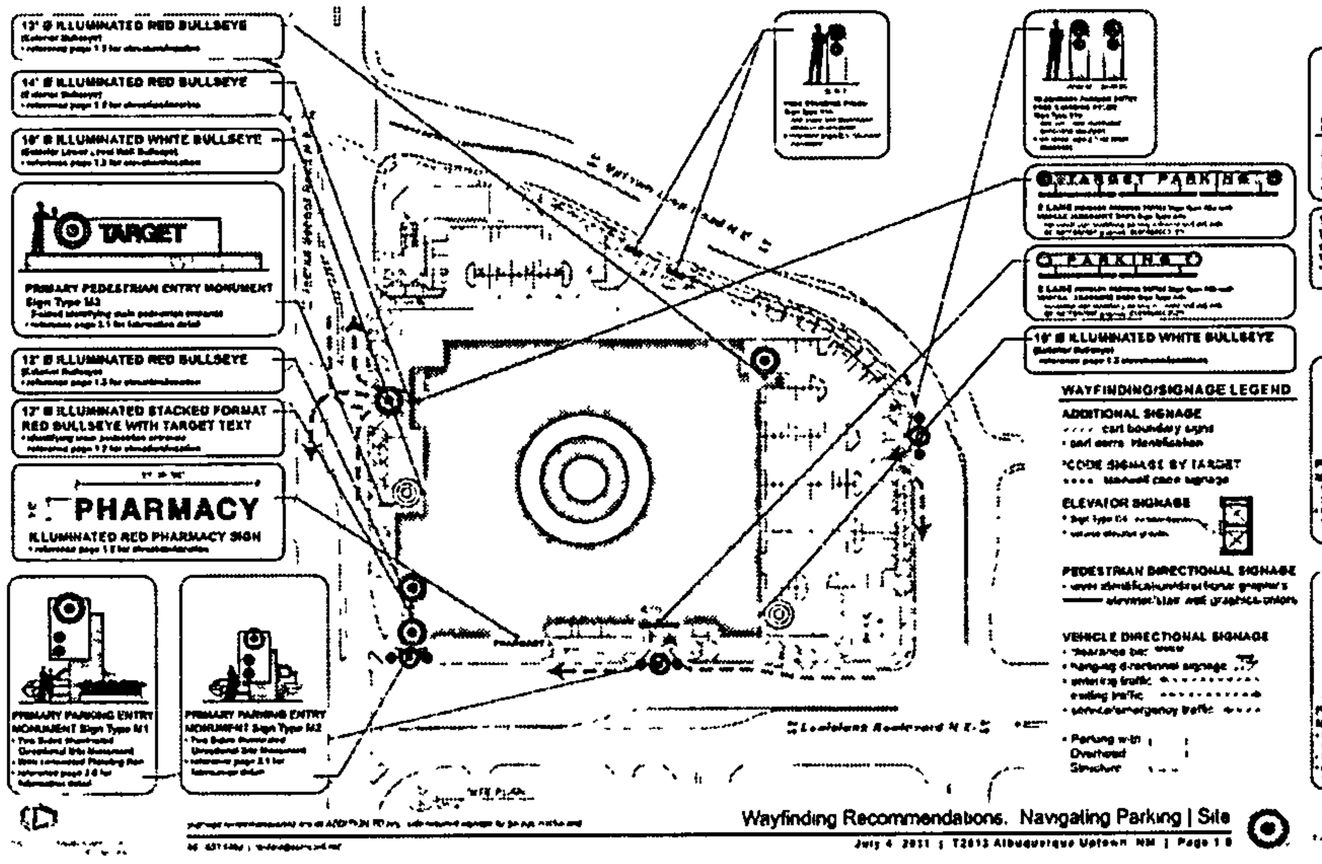
DRB SUBMITTAL

REVISIONS
1
2
3
4

DRAWN BY	TARGET
REVIEWED BY	TARGET
DATE	10/07/2011
PROJECT NO.	10-0136

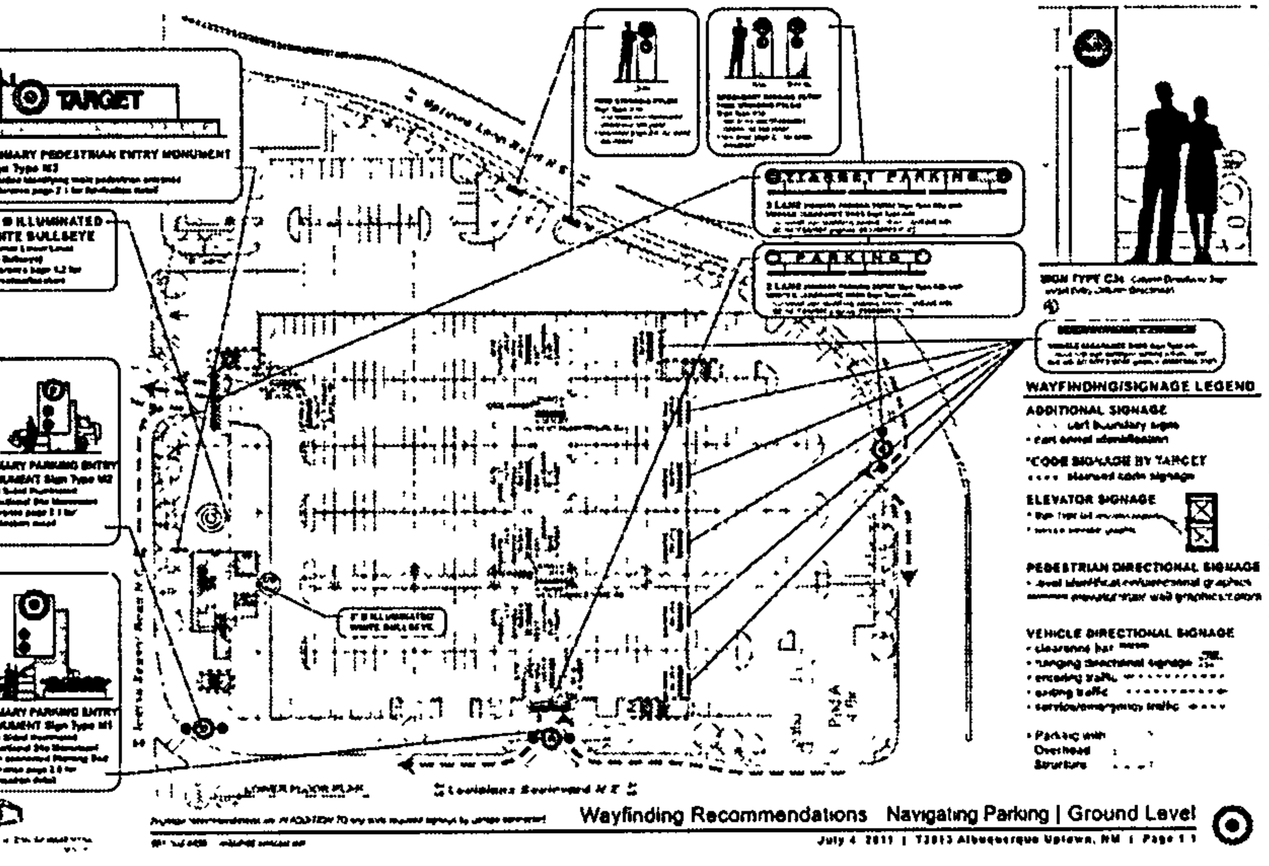
DRAWING NAME

ARTICULATION COMPLIANCE



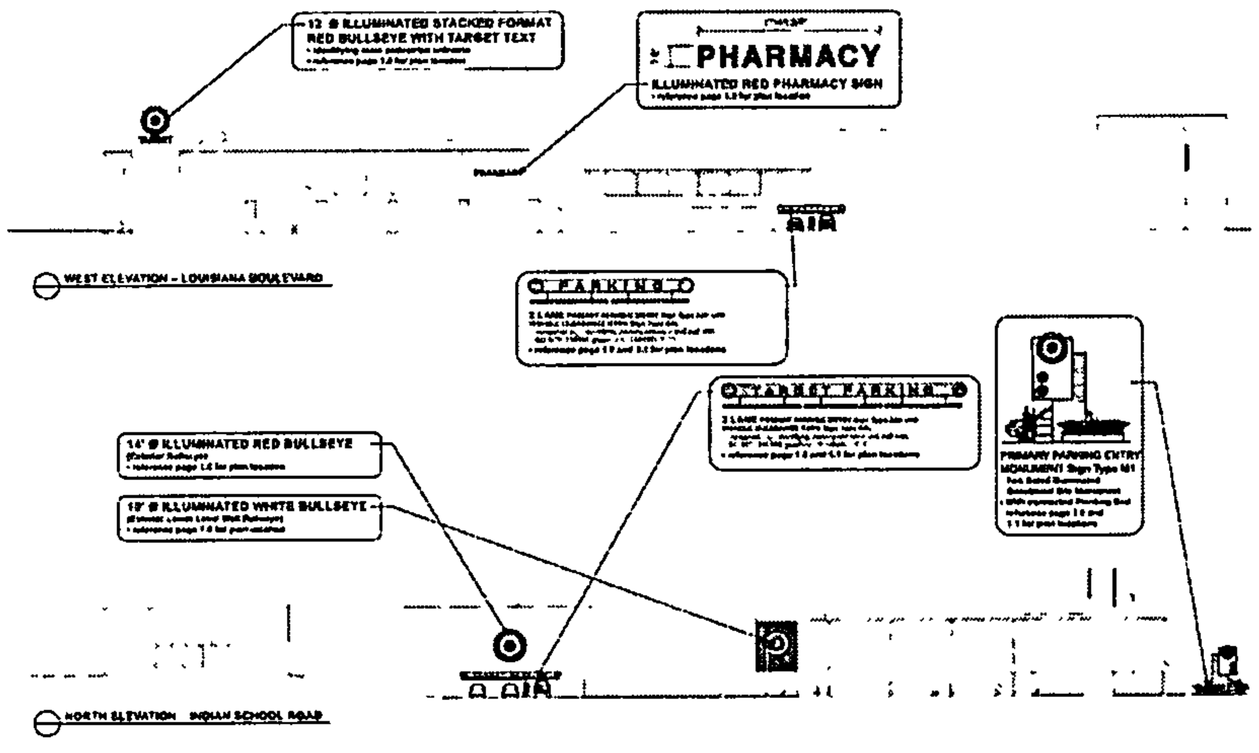
Wayfinding Recommendations. Navigating Parking | Site

July 4 2011 | T2013 Albuquerque Uptown NM | Page 1 0



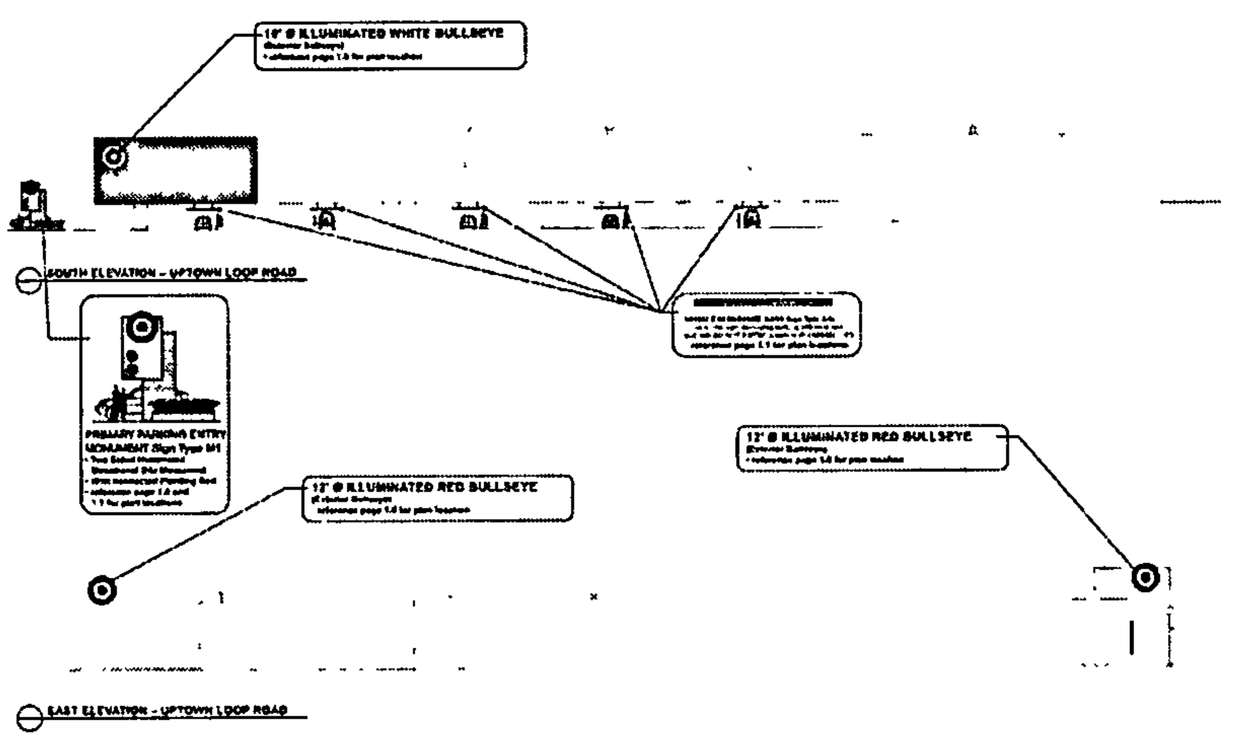
Wayfinding Recommendations Navigating Parking | Ground Level

July 4 2011 | T2013 Albuquerque Uptown, NM | Page 1 1



Wayfinding Recommendations: Target Signage | Building Elevations

July 4, 2011 | T2013 Albuquerque Uptown NM | Page 1 2



Wayfinding Recommendations Target Signage | Building Elevations

July 4 2011 | T2013 Albuquerque Uptown, NM | Page 1 3

architecture
interiors
landscape
planning
engineering

Dekker
Perich
Sabatini

2601 Jefferson NE Suite 100
Albuquerque, NM 87110
505.761.9700
Fax 761.4222
epa@dpsdesign.org

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

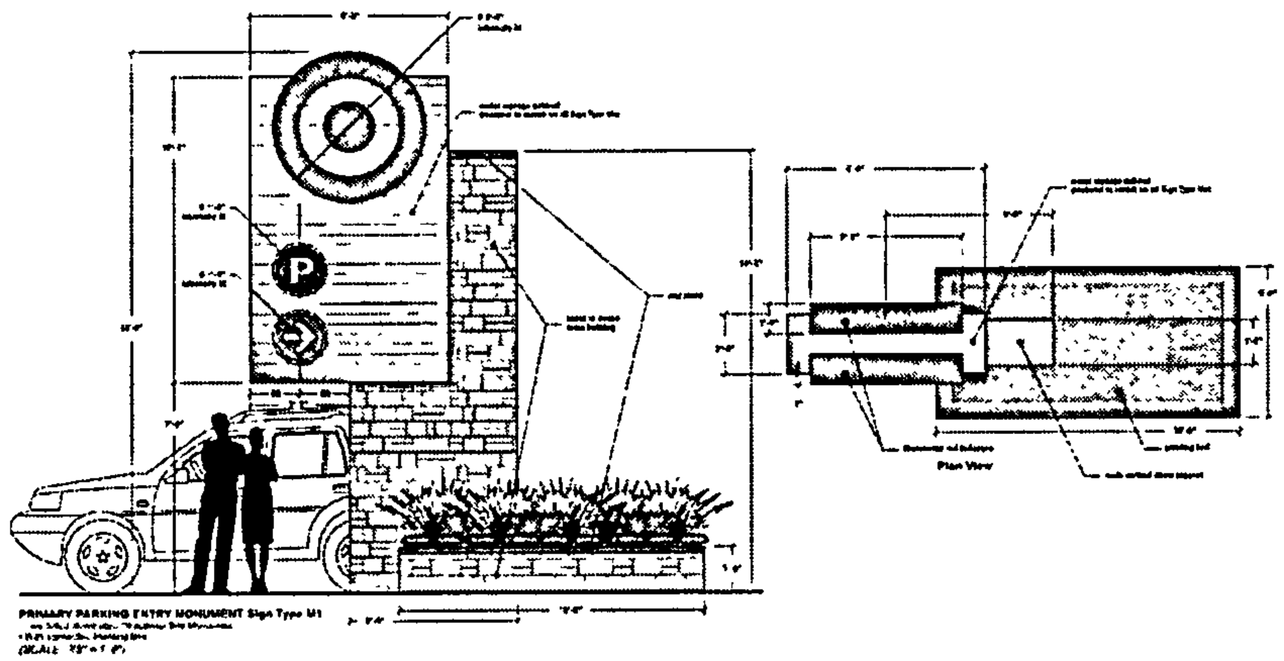
REVISIONS
1
2
3
4
5

DRAWN BY	BD/HAL
REVIEWED BY	TARGET
DATE	10/07/2011
PROJECT NO	10-0138

DRAWING NAME

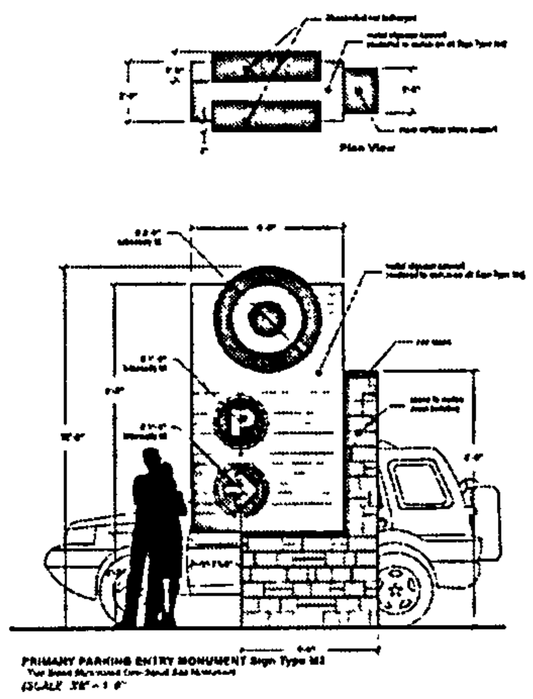
WAYFINDING SITE, ELEVATIONS, AND SIGNAGE PLANS

Proposed Sign Type M1



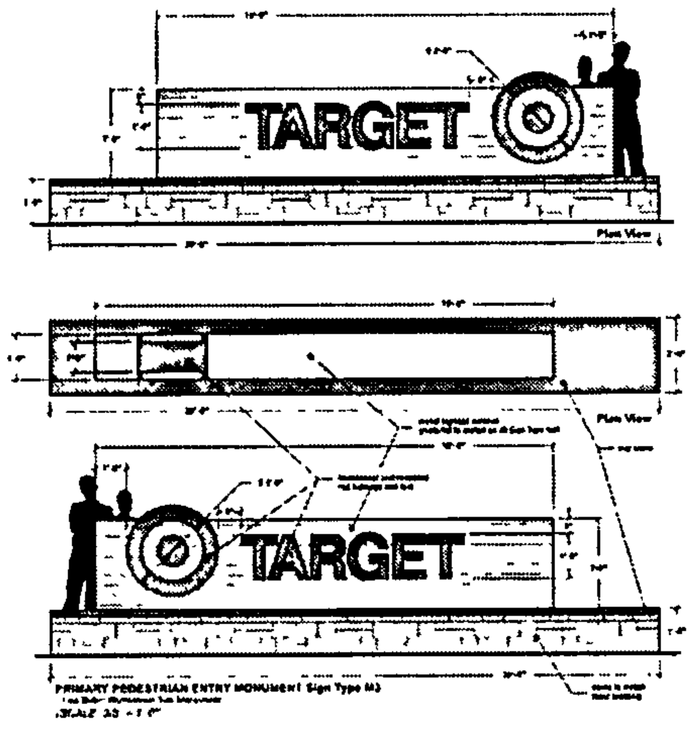
PRIMARY PARKING ENTRY MONUMENT Sign Type M1

Proposed Sign Type M2

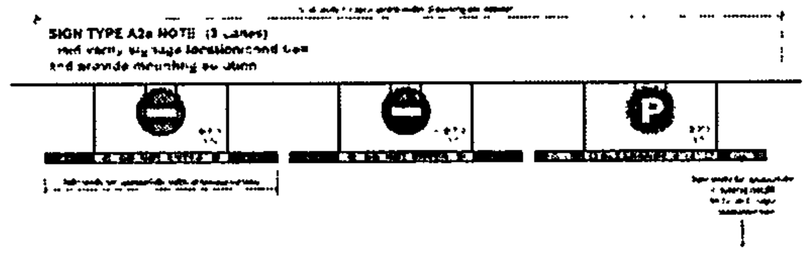


PRIMARY PARKING ENTRY MONUMENT Sign Type M2

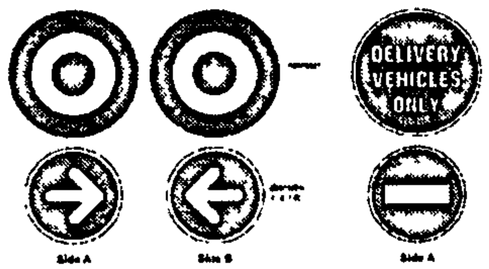
Proposed Sign Type M3



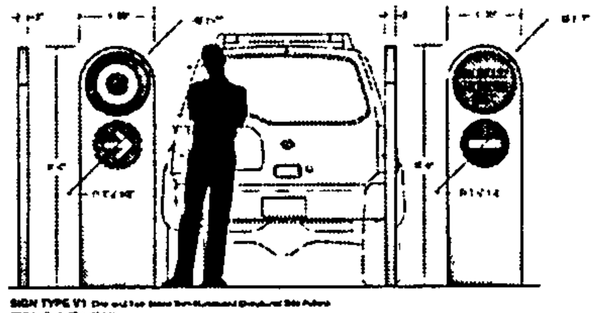
PRIMARY PEDESTRIAN ENTRY MONUMENT Sign Type M3



PRIMARY PARKING ENTRY Sign Type A2
with VEHICLE CLEARANCE BARS Sign Type A4d

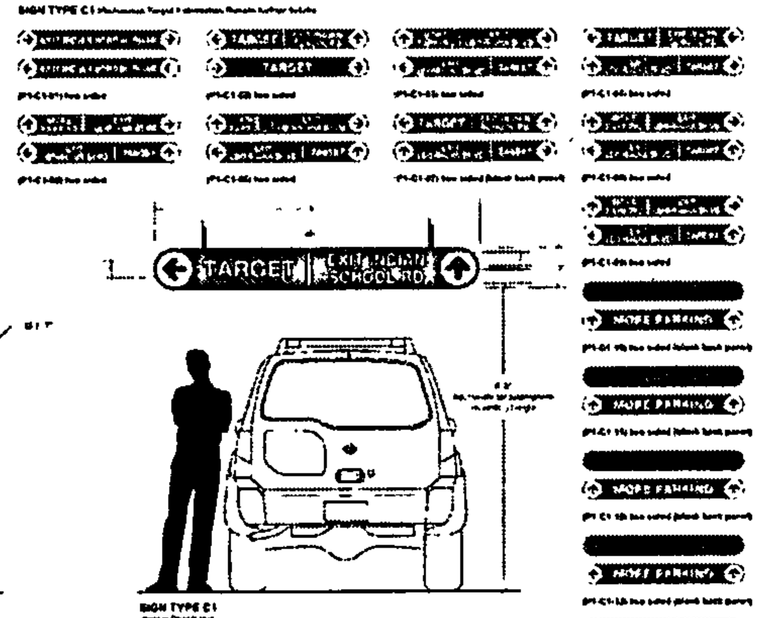


V1a V1b



SIGN TYPE V1

V1 Freestanding Pylon



SIGN TYPE C1

NOTE
Reference Target Property Development's Fabrication Details pages 3.8 and 4.0 for further fabrication details

architecture
interiors
landscape
planning
engineering

Dekker
Perich
Sabatini

7601 Jefferson NE Suite 100
Albuquerque NM 87109
505 761-9700
Fax 761-4222
dps@dpsdesign.org

ARCHITECT

ENGINEER

PROJECT

TARGET @ ABQ Uptown
Albuquerque, New Mexico

DRB SUBMITTAL

REVISIONS

DRAWN BY	BDHAL
REVIEWED BY	TARGET
DATE	10/07/2011
PROJECT NO.	10-0135

DRAWING NAME

WAYFINDING SIGN TYPES AND FABRICATION DETAILS

FAX TRANSMISSION

PLANNING DEPARTMENT, CITY PLANNING/DESIGN REVIEW

Albuquerque, New Mexico
924-3996
Fax: 924-3440

To: Daniel Stewart **From:** Pamela Lujan

Fax: (972) 980-1627 **Pages:** 22 w/cover sheet

Phone: **Date:** 3-26-12

Re: **CC:** SIA (Recorded)

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Message:

Recorded SIA documents

Figure 12

Nearest Major Streets: Louisiana & Indian School
No. of Lots: 1

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

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 21st day of March, 2012, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Target Corporation ("Subdivider"), a Minneapolis Corporation, whose address is 1000 Nicollet Mall, Minneapolis, Minnesota 55403 and whose telephone number is 612-761-6051, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as Tract A-1, Hunt-Spectrum Development Site, recorded on Doc. No. 2012000344 in the records of the Bernalillo County Clerk at Book 2012C, pages 1 through 1 (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by Target Corporation ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Target @ ABQ Uptown describing Subdivider's Property ("Subdivider's Property").

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

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the March 10, 2013, ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 786782.

Doc# 2012029712
03/26/2012 10:57 AM Page: 1 of 10
AGRE R:$26.00 M Toulouse Oliver, Bernalillo County

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See S.O. Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See S.O. Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

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

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

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

Type of Fee	Amount
Engineering Fee	3.25% of total cost
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 7)

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

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

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

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Smith Engineering Company, New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

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

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

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

To meet the City's S.O. requirements, the Subdivider has acquired, or is able to acquire, the following "Financial Guaranty":

Type of Financial Guaranty: Subdivision Improvements Bond, No. 08972381
Amount: $ 534,765.69
Name of Financial Institution or Surety providing Guaranty:
Fidelity and Deposit Company of Maryland
Date City first able to call Guaranty (Construction Completion Deadline):
March 10, 2013
If Guaranty other than a Bond, last day City able to call Guaranty is:

Additional information:

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

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

8. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Subdivider will convey to the City all real and personal property rights which the City deems

reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat of the Subdivision.

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

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

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

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

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

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

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

10. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

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

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

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

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

15. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

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

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

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

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

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

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

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

SUBDIVIDER: Target Corporation

By [Signature]: _____

Name [Print]: James L. Tucker

Title: Director Real Estate Target Corporation

Dated: March 5, 2012

CITY OF ALBUQUERQUE

By: _____

Richard Dourte, City Engineer

Dated: 3-21-12

3/21/12

Or 3-15-2012

SUBDIVIDER'S NOTARY

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 5th day of March, 2012, by [name of person:] James L. Tucker, [title or capacity, for instance, "President" or "Owner":] Director Real Estate of [Subdivider:] Target Corporation.

(SEAL)

JUSTINE NOELLE JEPHSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2014

Justine Noelle Jephson
Notary Public

My Commission Expires:

1/31/2014

CITY'S NOTARY

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

This instrument was acknowledged before me on this 21st day of March, 2012, by Richard Dourte, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Linda G. Evans
Notary Public

My Commission Expires:

10-07-12

LINDA G. EVANS
NOTARY PUBLIC
STATE OF NEW MEXICO

[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATACHED IF SUBDIVIDER IS NOT THE OWNER OF THE SUBDIVIDSION]

PAGE 10/22
CONSTRUCTION & DRC
5059243440
03/26/2012 14:29

Current DRC
Project Number: 786782

Figure 12

Date Submitted: 2/22/2012
Date Site Plan Approved: 11/16/2001
Date Preliminary Plat Approved:
Date Preliminary Plat Expires:
DRB Project No.: 1007316
DRB Application No.:

ORIGINAL

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

TARGET @ ABQ UPTOWN

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT A - HUNT SPECTRUM DEVELOPMENT SITE

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Const. Engineer
			Water						
	786782	6"	New Water Line w/ Appertenances - 76 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
	786782	6"	New Water Line w/ Appertenances - 87 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Uptown Loop Rd. NE	/	/	/
	786782	2"	New Water Service Line (Domestic) w/ Meter - 61 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
			Storm Sewer						
	786782	24" Ø	New Storm Drain Connection	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
			Sanitary Sewer						
	786782	4' Ø	Sanitary Sewer Manhole	Uptown Loop Rd. NE			/	/	/
			Paving						
	786782	12' Width	New Concrete Deceleration & Right Turn Lane	Louisiana Blvd. NE			/	/	/
	786782		Enhanced Crosswalk	Intersections of Indian School Rd. NE / Louisiana Blvd. NE & Indian School Rd. NE / Uptown Loop Rd. NE			/	/	/

NOTES

1

2

3

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS
Daniel B. Stewart, P.E. NAME (print)	2-22-12 DRB CHAIR - date
Lawrence A. Cabas & Assoc., LLP FIRM	02-22-12 TRANSPORATION DEVELOPMENT - date
2/21/12 SIGNATURE - date	02/22/12 UTILITY DEVELOPMENT - date
MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION:	2-22-12 CITY ENGINEER - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS
Carol S. Dumont 2-22-12 PARKS & RECREATION - date
____ AMAFCA - date
____ - date
____ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

03/26/2012 14:29 5059243440 CONSTRUCTION & DRC

FINANCIAL GUARANTY AMOUNT

01/20/2012

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

Project Description:

Project ID #: 786782, Target Albuquerque Uptown, Phase/Unit #: 1

Requested By: **Daniel Stewart**

Approved estimate amount:		$334,693.46
Contingency Amount:	10.00%	$33,469.35
Subtotal:		$368,162.81
NMGRT	7.00%	$25,771.40
Subtotal:		$393,934.21
Engineering Fee	6.60%	$25,999.66
Testing Fee	2.00%	$7,878.68
Subotal:		$427,812.55
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		$.00
TOTAL FINANCIAL GUARANTY REQUIRED		**$534,765.69**

APPROVAL: DATE:

J Woodall 1-20-12

Notes: 10% contigency, final eng estimate and plans have not been approved.

FIGURE 16

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

BOND NO. (SURETY'S NO.:) 08972381
CONTACT PERSON'S NAME: Tim McQueeney (Target)

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL MEN BY THESE PRESENTS: That we TARGET CORPORATION d/b/a TARGET STORES T-2813 ("SUBDIVIDER") [state type of business entity, for instance, "New Mexico corporation," "general partnership", "joint venture", "individual", etc.:] a Minnesota Corporation as "Principal", and FIDELITY AND DEPOSIT COMPANY OF MARYLAND ("NAME OF SURETY"), a corporation organized and existing under and by virtue of the laws of the State of Maryland and authorized to do business in the State of New Mexico, as "Surety," whose address is 1400 American Lane, Schaumburg, IL 60196 and whose telephone number is 847-250-8106, are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of Five Hundred Thirty-Four Thousand Seven Hundred Sixty-Five and 69/100---------- dollars, ---------- $ 534,765.69 ---, as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

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

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as Project ID # 786782 - Target Albuquerque Uptown Phase/Unit #1 ; and

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

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: [list the improvements, e.g., water, sewer, pavement, sidewalks:] water, sewer, paving, and storm drainage ("IMPROVEMENTS")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between Target Corporation d/b/a Target Stores T-2813 and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, in Book Misc. (leave blank), pages ____ through ____, as amended by change orders or amendments to the Agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilitates and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] March 10, 2013 ("the Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed this 15th day of February, 2012.

Principal: TARGET CORPORATION d/b/a TARGET STORES T-2813
By (signature:)
Name: KAMAU WITHERSPOON
Title: DIRECTOR, RISK MANAGEMENT
Dated: 2/27/2012

Kamau Witherspoon
Director, Risk Management
Authorized Signatory

SURETY: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By (signature:)
Name: Susan M. Van Prooyen
Title: Attorney-in-Fact
Dated: February 15, 2012

STATE OF Minnesota
COUNTY OF Hennepin, ss.

Subscribed and sworn to before me this 27th day of February, 2012.

Notary Public

My Commission Expires:
1-31-2017

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

Carla Goodman Lavere
Notary Public - Minnesota
My Comm. Expires 01/31/17

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 15th day of February, 2012.

Assistant Secretary

ACKNOWLEDGMENT BY SURETY

STATE OF MINNESOTA }
County of HENNEPIN } ss.

On this 15th day of February, 2012, before me personally appeared SUSAN M. VAN PROOYEN, known to, me to be the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

(Seal)

LYNN M. ROSS
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

Notary Public in the State of MINNESOTA
County of HENNEPIN

TARGET CORPORATION

CERTIFICATION BY ASSISTANT SECRETARY

(Delegation; Execution of Instruments)

I, the undersigned, hereby certify that:

1) I am the duly elected Assistant Secretary of Target Corporation, a corporation formed under the laws of the State of Minnesota (the "Corporation"), and that, as such, I am authorized to execute this Certificate on behalf of the Corporation.

2) That the following is a true and correct excerpt from the Bylaws of the Corporation and that as of the date hereof the same remains in full force and effect:

Section 3.10. Delegation; Execution of Instruments

(a) Unless prohibited by the Board, an officer may, without the approval of the Board, delegate some or all of the duties and powers of his or her office to other persons.

(b) All contracts, deeds, mortgages, notes, checks, conveyances, releases of mortgages and other instruments shall be signed on behalf of the corporation by the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, or any Vice President, or by such other person or persons pursuant to delegated authority or as may be designated or authorized from time to time by the Board or by the Chief Executive Officer.

3) Attached hereto as Exhibit A is a true and correct copy of a Certificate of Delegation duly executed by John D. Griffith, the duly elected Executive Vice President, Property Development of the Corporation, and such Certificate has not been amended, modified or rescinded and is currently in full force and effect.

4) Attached hereto as Exhibit B is a true and correct copy of a Certificate of Delegation duly executed by Scott Nelson, the duly elected Senior Vice President, Real Estate of the Corporation, and such Certificate has not been amended, modified or rescinded and is currently in full force and effect.

5) John Griffith is the duly elected, qualified and incumbent Executive Vice President, Property Development of the Corporation and is currently employed by the Corporation.

6) Scott Nelson is the duly elected, qualified and incumbent Senior Vice President, Real Estate of the Corporation and is currently employed by the Corporation.

7) Each Authorized Signatory identified on Exhibit B is currently employed by the Corporation.

IN WITNESS WHEREOF, I have executed this Certificate the 7th day of March, 2012.

TARGET CORPORATION

By: _____
Terri K. Simard
Assistant Secretary

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Terri Simard, known by me personally to be the Assistant Secretary of Target Corporation, a Minnesota corporation, on behalf of the Corporation, acknowledged the foregoing instrument before me on this 7th day of March, 2012.

Notary Public: _____

My Commission Expires: _____

Notary Seal:

JUSTINE NOELLE JEPHSON
Notary Public-Minnesota
My Commission Expires Jan 31, 2014

EXHIBIT A

TARGET CORPORATION

CERTIFICATE OF DELEGATION

Real Estate - Stores and Corporate Real Estate

I, John D. Griffith, Executive Vice President, Property Development of Target Corporation, a Minnesota corporation, being authorized and empowered to do so pursuant to the By-Laws of the Corporation, do hereby designate SCOTT NELSON, as an authorized signatory of Target Corporation (hereinafter referred to as the "Corporation), effective as of the date of execution hereon, and hereby delegate to said authorized signatory the power and authority to fully bind the Corporation, and to negotiate, make, enter into, execute, deliver and attest on behalf of the Corporation any and all contracts, agreements and other documents and instruments made by or entered into on behalf of the Corporation, including, but not limited to, deeds, mortgages, notes, conveyances, land purchase contracts, options, real and personal property leases and subleases, assignments, easements and other agreements conveying or receiving an interest in land, maintenance contracts, management contracts, construction agreements, reciprocal easement agreements, waivers, consents, bonds, guaranties, licenses and permits (and applications for same), and other instruments, and to take such action as he deems necessary, advisable or convenient to execute and deliver such contracts, agreements and other instruments on behalf of the Corporation.

The authorized signatory may delegate some or all of his power and authority to perform and carry out the duties and responsibilities contemplated by this action to such other person or persons with such limits and conditions as he, in his sole discretion, may impose, provided that such delegation is in writing. The delegation of any such duties and responsibilities by the authorized signatory shall in no way diminish the authorized signatory's right to exercise the power and authority granted hereby.

A copy of this certificate accompanied by a certificate of the Secretary or Assistant Secretary of the Corporation shall constitute all the evidence necessary to indicate and substantiate the due power and authority of said authorized signatory to perform the tasks contemplated by this action. The power and authority granted hereby shall continue in full force and effect until revoked or canceled either by action of the Corporation or the undersigned, or immediately upon cessation of the authorized signatory's employment by the Corporation. Notwithstanding the revocation, cancellation or cessation of the power and authority granted in this certificate, any delegation made by the authorized signatory pursuant to this certificate shall continue in full force and effect until revoked or canceled either by action of the Corporation or the undersigned.

Dated effective as of the 18th day of May, 2010.

TARGET CORPORATION

By: _____

John D. Griffith
Executive Vice President, Property Development

[illegible]

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

John D. Griffith, known by me personally to be the Executive Vice President, Property Development of Target Corporation, a Minnesota corporation, on behalf of the Corporation, acknowledged the foregoing instrument before me this 18th day of May, 2010.

Notary Public: _____

My Commission Expires: 1/31/2015

Notary Seal:

DEANNA OLSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1-31-2015

EXHIBIT B

TARGET CORPORATION

CERTIFICATE OF DELEGATION

REAL ESTATE - STORES

I, Scott Nelson, Senior Vice President, Real Estate of Target Corporation, a Minnesota corporation, being authorized and empowered to do so pursuant to the By-Laws of Target Corporation, do hereby revoke that certain Certificate of Sub-Delegation dated September 17, 2010, and do hereby delegate to each of **JOAN AHRENS, CHRIS CASE, DIETRICH HAAR, LAURIE MAHOWALD** and **JAMES L. TUCKER**, each as an "Authorized Signatory" of Target Corporation including its Target Stores division (hereinafter referred to collectively as the "**Corporation**"), effective as of the date of execution hereof, the power and authority to fully bind the Corporation and to make, execute, deliver and attest on behalf of the Corporation any and all contracts, agreements and other documents made by or entered into on behalf of the Corporation, including, but not limited to, deeds, mortgages, notes, conveyances, land purchase contracts, options, real and personal property leases and subleases, assignments, easements and other agreements conveying or receiving an interest in land, maintenance contracts, management contracts, construction agreements, reciprocal easement agreements, waivers, consents, bonds, guaranties, licenses and permits (and applications for same), and other instruments, and to take such action as each and any of them deem necessary, advisable or convenient to execute and deliver such contracts, agreements and other instruments on behalf of the Corporation. Each and any such Authorized Signatory is directed to do and perform any and all other acts and duties necessary or incidental to the performance and execution of the power and responsibility herein expressly granted. A copy of this certificate accompanied by a certificate by the Secretary or Assistant Secretary of the Corporation shall constitute all the evidence necessary to indicate and substantiate the due power and authority of each said Authorized Signatory to perform such tasks. The authority granted hereby shall continue in full force and effect as to each Authorized Signatory until revoked or cancelled by action of the Corporation or the undersigned, or immediately upon cessation of the Authorized Signatory's employment by the Corporation or any of its affiliates.

Dated effective as of the 17th day of October, 2011.

TARGET CORPORATION, a Minnesota corporation

By: _____

Scott Nelson
Senior Vice President, Real Estate

Document #: 9493296

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Scott Nelson, known by me personally to be the Senior Vice President, Real Estate of Target Corporation, a Minnesota corporation, on behalf of the Corporation, acknowledged the foregoing instrument before me this 18th day of October, 2011.

Notary Public: _____

My Commission Expires: 1/31/2015

Notary Seal:

DEANNA OLSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1-31-2015

FIRST AMENDMENT TO
INTERSTATE 40/LOUISIANA BOULEVARD
INTERCHANGE AND ROAD IMPROVEMENTS AGREEMENT

The Interstate 40/Louisiana Boulevard Interchange and Road Improvements Agreement ("Agreement") was made and entered into on January 22, 2002 by and between the Prudential Insurance Company of America, a New Jersey corporation ("Prudential"), the then owner of Winrock Shopping Center, the Regents of the University of New Mexico, a body corporate of the State of New Mexico (the "University"), the then owner of the land upon which Winrock Center is located, the New Mexico State Highway and Transportation Department, a department of the Executive Branch of State Government (the "Department"), operator of Interstate 40, and the City of Albuquerque, New Mexico, a New Mexico municipal corporation (the "City"), collectively (the "Parties").

PruWinrock LLC, a Delaware limited liability company ("PruWinrock"), the successor-in-interest to Prudential and the University and the Department and the City now desire to amend the Agreement in light of changed circumstances and pursuant to that certain Settlement Mutual Release and Non-Interference Agreement ("Settlement Agreement") in settlement of United States District Court Action for the District of New Mexico Cause No. CIV 02-01520 BB/RLP.

IT IS THEREFORE AGREED that the Agreement shall be amended as follows:

1. Delete and remove Exhibit A-1 to the Agreement and substitute and insert in its place substitute Exhibit A-1 ("Substitute Exhibit A-1"), a copy of which is attached as Attachment A to this First Amendment.

2. The language of the Agreement and the exhibits thereto shall be considered to be and is hereby amended to the extent necessary to be consistent with and reflect the substitution of Substitute Exhibit A-1 for Exhibit A-1 to the Agreement.

3. The language of the Agreement and the exhibits thereto shall be considered to be and is hereby amended to delete references to Prudential and the University and to substitute PruWinrock in the place and stead of Prudential and of the University.

4. The time frame for performance by the City, the Department, and PruWinrock, as to each other, set forth at paragraphs 12, 14, 15 and 16 shall be amended by deletion and substitution as follows: delete "Within 15 days after advertising for construction of either the City Project and/or the Interim Improvements or the Department Project, by either the City or the Department...." and substitute in its place:

> On or before the date on which PruWinrock is to convey to the City the Modified Winrock Property Interests and to the

Department the property interests which the Department is seeking to acquire in the condemnation action in Bernalillo County Cause CV-200307942 styled *State of New Mexico ex. rel New Mexico Department of Transportation v. PruWinrock LLC, et al.* ("Condemnation Action"), pursuant to that certain Settlement, Mutual Release and Non-Interference agreement entered into on May 19, 2004, and as may subsequently be amended, by and between the City, PruWinrock, Cousins Properties, Inc., a Georgia corporation ("Cousins"), and Hunt Uptown LLC, a New Mexico limited liability company ("Hunt I"), and Hunt Uptown II LLC, a New Mexico limited liability company ("Hunt II") (Hunt I and Hunt II are collectively referred to here as "Hunt").

5. Paragraph 19 of the Agreement is hereby deleted in its entirety. A new paragraph 19 is substituted as follows: Any adjustment to the New Street A alignment shown on Substitute Exhibit A-1 shall be subject to the prior written approval of the Federal Highway Administration and the Department.>

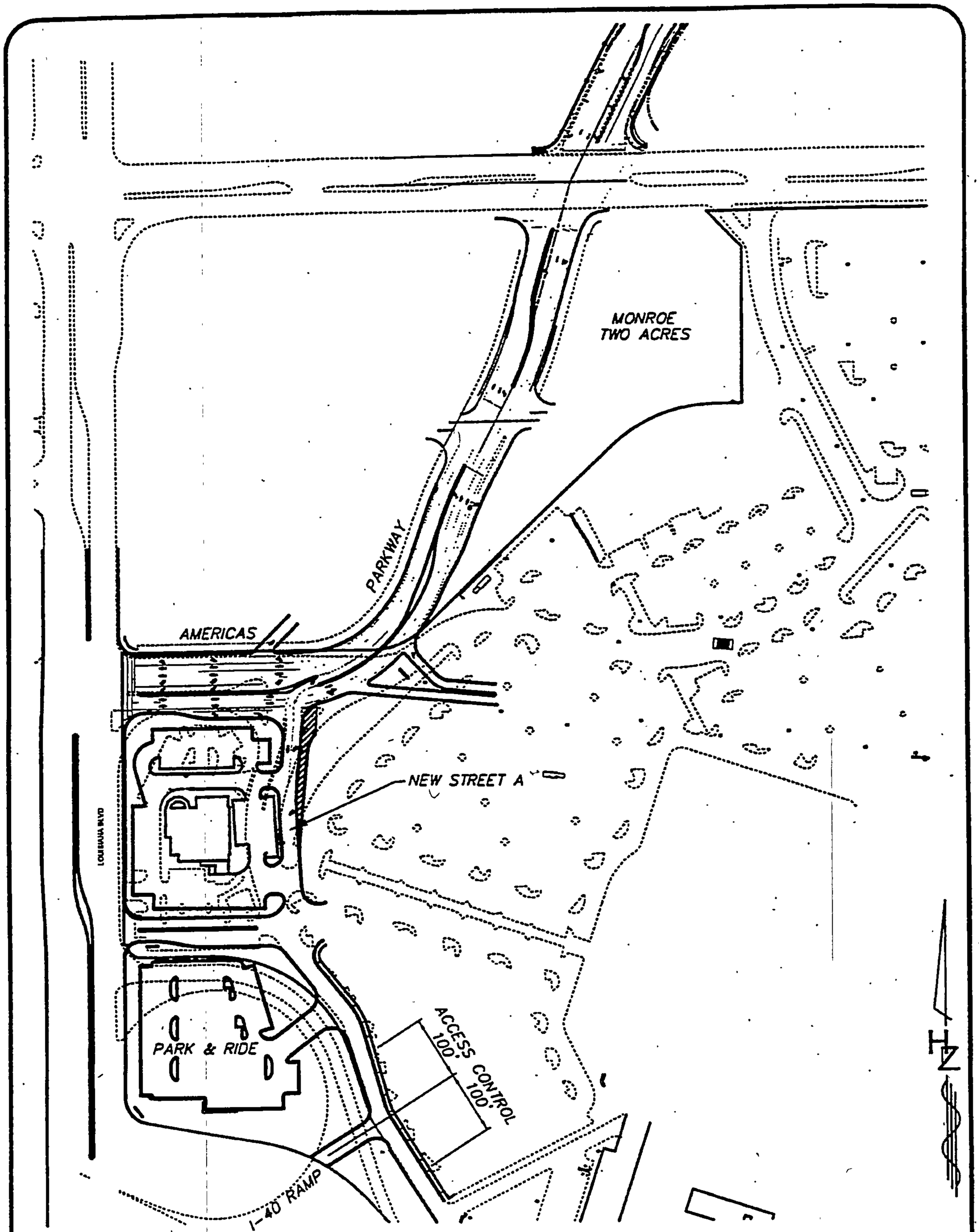
6. PruWinrock and the City acknowledge and agree that the Agreement and the new I-40/Louisiana/Loop Road Project alignment as defined in the Settlement Agreement and also as shown on Substitute Exhibit A-1 to this First Amendment is not inconsistent with, or contrary to, the City's Uptown Sector Development Plan, (the "Uptown Plan") and in fact implements the G-5 alignment as contained in the Uptown Plan and that a sector plan amendment to the Uptown Plan is not required to effectuate the road alignments shown on Substitute Exhibit A-1 to this Amendment. Furthermore, PruWinrock agrees, after consultation with its counsel, to expressly waive, relinquish and abandon any claim or argument whether ascertained now or in the future that the Agreement and this Amendment, 1) constitute an amendment to the Uptown Plan, or 2) require City Council approval, or 3) modify in any way the G-5 alignment as contained in the Uptown Plan, or 4) is an illegal or void contract.

7. The City's responsibility to reimburse PruWinrock for the costs of removing and replacing the signage specified at paragraphs 8(r)(iii) and 8(r)(iv) of the Agreement is deleted in its entirety.

8. The City's responsibility to construct sidewalks, pedestrian walkways, replacement landscaping and to maintain lighting under the City's Project is deleted in its entirety. The language of the Agreement and Exhibits thereto shall be considered to be and are herein, amended to delete any responsibility of the City to construct sidewalks, construct pedestrian walkways, replacement of landscaping, and maintaining of lighting.

9. The City's responsibility to reimburse PruWinrock $20,000 under paragraph 11 of the Agreement is hereby deleted in its entirety.

10. The City's responsibility to repave and re-stripe the Postal Area concrete slab under paragraph 8(v) of the Agreement is hereby deleted in its entirety.



HUITT-ZOLLARS INC.	PROPOSED LAYOUT WINROCK	SUBSTITUTE A-1 May 18, 2004

City of Albuquerque Planning Department

DEVELOPMENT AND BUILDING SERVICES

STANDARD APPLICATION, Paper Plans Required

DEVELOPMENT REVIEW BOARD

Category Code 910
2013 070 685

09/19/2013 Issued By: E08375 207229

Application Number: **13DRB-70685**, Major - Sdp For Subdivision

Address:

Location Description: INDIAN SCHOOL BETWEEN LOUISIANA AND UPTOWN LOOP

Project Number: 1007316

Applicant
TARGET

1000 NICOLLET MALL, TPN-12H
MINNEALPOLIS MN 55403

Agent / Contact
DEKKER PERICH SABATINI
CHRIS GUNNING
7601 JEFFERSON NE SUITE 100
ALBUQUERQUE NM 87109

CHRISG@DPSABQ.COM

Application Fees	
APN Fee	**$75.00**
Conflict Mgmt Fee	**$20.00**
DRB Actions	**$385.00**
TOTAL:	**$480.00**

City of Albuquerque Treasury
Date:9/19/2013 Office:ANNEX
Stat ID:WS000009 Cashier:TRSRMS
Batch: 2594 Trans #:3
Permit: 2013070685
Receipt Num 00152889
Payment Total:$480.00

0900	APN Fee	$75.00
0901	Conflict Manag. Fee	$20.00
0903	DRB Actions	$385.00
	VISA Tendered :	$480.00

City of Albuquerque Planning Department

DEVELOPMENT AND BUILDING SERVICES

STANDARD APPLICATION, Paper Plans Required

DEVELOPMENT REVIEW BOARD

Category Code 910
2013 070 675

09/10/2013 Issued By: E08375 205939

Application Number: **13DRB-70675**, Minor - Preliminary/ Final Plat Approval

Address:

Location Description: LOUISIANA BETWEEN INDIAN SCHOOL AND UPTOWN LOOP

Project Number: 1007316

Applicant
TARGET CORPORATION

1000 NILLETT MALL
MINEAPOLIS MN 55403

Agent / Contact
SURV-TEK INC
RUSS HUGG
9384 VALLEY VIEW DR NW
ALBUQUERQUE NM 87114

RUSSHUGG@SURVTEK.COM

Application Fees	
APN Fee	
Conflict Mgmt Fee	$20.00
DRB Actions	$355.00
TOTAL:	$375.00

City of Albuquerque Treasury
Date:9/10/2013 Office:ANNEX
Stat ID:WS000007 Cashier:TRSDLF
Batch: 2548 Trans #:18
Permit: 201307070675
Receipt Num 00151336
Payment Total:$375.00
0901 Conflict Manag. Fee $20.00
0903 DRB Actions $355.00
Check Tendered : $375.00

7316

DXF Electronic Approval Form

DRB Project Case #: 1007316

Subdivision Name: HUNT-SPECTRUM DEVELOPMENT SITE / TRACTS A1A, A1B & A1C

Surveyor: RUSS P HUGG

Contact Person: RUSS P HUGG

Contact Information: 505897-3366

DXF Received: 10/15/2013 Hard Copy Received: 10/15/2013

Coordinate System: NMSP Grid (NAD 83)

Approved 10/15/13 Date

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

AGIS Use Only

Copied fc **7316** to agiscov on **10/16/2013** Contact person notified on **10/16/2013**

7316

DXF Electronic Approval Form

DRB Project Case #: 1007316

Subdivision Name: HUNT-SPECTRUM DEVELOPMENT SITE / TRACT A1

Surveyor: RUSS P HUGG

Contact Person: RUSS P HUGG

Contact Information: 5058973366

DXF Received: 11/23/2011 Hard Copy Received: 11/23/2011

Coordinate System: NMSP Grid (NAD 83)

Approved

11/23/11
Date

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

AGIS Use Only

Copied fc **7316** to agiscov on **11/23/2011** Contact person notified on **11/23/2011**

PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
TRANSPORTATION SECTION

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO: 1007316 AGENDA ITEM NO: 6

SUBJECT:

FINAL PLAT
PRELIMINARY PLAT

ENGINEERING COMMENTS:

Is there a Site Plan for Subdivision for this site?
The Site Plan for Building Permit must be amended.
Cross access easements are required.

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

RESOLUTION:

10-16-13

APPROVED ___; DENIED ___; DEFERRED _X_; 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: SEPTEMBER 25, 2013

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT

HYDROLOGY DEVELOPMENT SECTION
DEVELOPMENT REVIEW BOARD MEMO

DRB PROJECT NO: 1007316 **AGENDA ITEM NO: 6**

SUBJECT:

Plat Approval

ENGINEERING COMMENTS:

As stated at Sketch Plat review on 11-7-12:

Cross-lot drainage easements as well as private storm drain easements will be required for compliance with the approved grading plan stamp date 2-7-12.

Provide an exhibit with the proposed lot lines overlaid on the grading plan sheet C7.1 to aid in the determination of appropriate easements.

Your client would benefit from having the appropriate drainage easements.

RESOLUTION/COMMENTS:

SIGNED:

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

DATE: 9-25-13

Dekker/Perich/Sabatini
architecture interiors landscape planning engineering

October 28, 2011

Mr. Jack Cloud
Chairman, Development Review Board
City of Albuquerque Planning Department
600 2nd St. NW
Albuquerque, NM 87103

Re: Target at Uptown
DRB Comments to the Site Development Plans for Building Permit & Subdivision
Legal Description: Tract A of Hunt – Spectrum Development Site
City Planning Project # 1007316

Dear Mr. Cloud:

The following are the Development Review Board Comments and our responses to each.

City of Albuquerque
Planning Department
Hydrology Development Section
Development Review Board Memo

DRB Project No: 1007316 Agenda Item No: 4

Subject: Site Plan for Building Permit

Engineering comments:

1. The applicant's response to Planning comments, dated 8-30-11, submitted with this application does not include comments made at the 9-27-11 meeting when a phased approach was presented.
2. Hydrology has discussed comments on the Grading Plan with the Engineer.
3. Hydrology has comments on the Infrastructure List.

Curtis Cherne
Hydrology Section
City Engineer Designee
AMAFCA Designee
924-3986
10/19/11

Resolution:

1. Comments/Responses from the URT meeting on 9/27/11 have been included with this letter
2. Grading Plan has been revised per comments. Reference Civil Grading Plan
3. The Infrastructure List was revised to remove the "new storm drain connection"

7601 Jefferson NE
Suite 100
Albuquerque NM
87109
505.761.9700
fax 761.4222
www.dpsdesign.org

City of Albuquerque
Planning Department
Development and Building Services
Transportation Section
Development Review Board Memo

DRB Project No: 1007316 Agenda Item No: 4

Subject: Site Plan for Building Permit

Engineering comments:

1. Remove keyed note 39 (proposed traffic signal) from the plan.
2. The pedestrian refuge areas shown on Indian School Road must be included on the infrastructure list.
3. All public sidewalk located outside of City right of way must be located within a public sidewalk easement.
4. Label the compact parking spaces by placing the words "compact" on the pavement of each space.
5. The ADA access aisles cannot be part of the end islands (see Section 502.3.2 of Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines, United States Access Board, Jul23, 2004).
6. The proposed parking stalls at the loading dock do not appear to be standard parking stalls; please revise the keyed note.
7. Please clarify the ADA pathway from the ADA parking stalls to the building for Buildings 2 and 3. Will ramps be required?
8. Define radii for all curbed islands. Are these islands typical?
9. The ADA parking for Building 3 must have an eight-foot wide aisle.

Kristal D Metro
Transportation Development
924-3991
10/19/11

Resolution:

1. Proposed traffic signal at Indian School Road and Q Street has been removed
2. The pedestrian refuge areas shown on Indian School Road have been included on the infrastructure list
3. Public Sidewalk Easements (P.S.E.) have been added to the plans. Reference Civil Dimension Control Plan
4. The compact parking spaces have been shown with the words "compact" on the pavement of each space, reference the Furnishings Legend
5. The ADA access aisle has been moved out of the end island
6. The 10' x 20' parking stalls near the loading dock are for van deliveries. The keyed note has been revised
7. Ramps from the access aisles have been indicated
8. Typical radii condition is 15' with larger radii designated
9. ADA parking for Building 3 has had an eight-foot wide access aisle added

7601 Jefferson NE
Suite 100
Albuquerque NM
87109
505.761.9700
fax 761.4222
www.dpsdesign.org

City of Albuquerque
Planning Department
October 19, 2011
DRB Comments

Agenda Item No: 4
DRB Project No: 1007316
Application No: 11-70284

RE: Tract A, Hunt-Spectrum Development Site

1. The proposed berm in the northeast corner needs to be setback from the intersection of Indian School Road and Uptown Loop Road, to the location of the footprint for future Building 2.
2. The proposed circulation plans for pedestrians and vehicles do not appear to demonstrate suitable interconnectivity with one of the major, other sites of the Uptown Area, Winrock Center (Ch. V.H. 11). There is a full intersection being accommodated at approximately the midpoint of the uptown Loop Road between Louisiana Boulevard and Indian School Road. This is an ideal location to provide for easy access to the other site (Ch. VI.A), yet the proposed plan does not show any internal pedestrian connections and very limited vehicular access (only future Building 2 and service dock for Building 1). The Uptown Sector Plan also notes that parking structures should be located in such a manner to reduce vehicle miles traveled (Ch. VI.C); the proposed parking structure orientation appears instead to increase vehicle miles traveled by not utilizing the full intersection at the midpoint of the Uptown Loop Road.
3. Conversely, the site plan indicating the proposed traffic signal on Indian School Road (keyed note 39) but this has not been approved and the note needs to be removed from the plan.
4. There is a letter in the file that refers to an "…INTERCHANGE AND ROAD IMPROVEMENTS AGREEMENT" however it is the interpretation of the Planning Department that the referenced document is only applicable to the noted 'New Street A' which is south of the Uptown Loop Road, and is not a part of/or affected by this proposed site plan.
5. The pedestrian linkage in the parking lot on the south of Building 1 needs to be in the 3rd row and connect to the sidewalk near the vehicular entry (Ch. V.J.18.e).
6. It appears that additional right of way or public sidewalk easements are needed for much of the perimeter of the site; please clarify the location of the property line and public sidewalks.
7. Target elevations need to be dimensioned (refer to checklist). There is one area each on both the north elevation (between the parking entrance and the store entrance) and west elevation (between the office windows and the extended southwest corner) that present unbroken lengths greater than 25 feet in need of additional articulation.
8. The 'ARTICULATION' Sheet 22 still indicates a need for more elements as well as a greater scale and contrast of articulation for this size of building, particularly for the east and south. An example would be stone pilasters (both "MINOR" and "MAJOR") plus additional scupper openings and/or varying parapet heights on the east elevation with an additional horizontal element (such as a projecting overhang or trellis feature). The ABQ Uptown development and ABQ Village on the north side of Indian School Road demonstrate these features with strong color contrasts and 2-3 foot relief in addition to glazing and storefronts. There is also an example of how even a 3 foot offset with similar building color can be practically unnoticeable (Trader Joe's screen wall).
9. The south elevation does not even indicate a "MINOR" pilaster; the Change of Color at Reveal Joint and portions of open Pergola do little to break up three 52 foot and one 40 foot wall sections (which are all 42 foot height). The south elevation of the Stock Room is 80

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feet long, so rather than having the screen wall match the building it should incorporate additional elements as suggested for the east elevation.

Jack Cloud
DRB Chairman
924-3880/ jcloud@cabq.gov
10/19/11

Resolution:

1. The berm in the northeast corner of the site has been moved away from the intersection.
2. The project site circulation design is based on the existing conditions, including vehicular and pedestrian traffic and existing grades along the public rights of way. Vehicular access is provided to the customer parking area on the north, west and south sides from the public ROW, and delivery access is provided from the east side (Uptown Loop), the least busy of the surrounding streets. Separation of customer and delivery traffic is intentional and is a Target standard for safety reasons. The delivery access point is best suited away from the Louisiana and Indian School sides since these are where both vehicular and pedestrian traffic is heaviest. Its location also capitalizes on the higher existing grade along Uptown Loop's east side, allowing direct access from the delivery area at the upper retail level. Pedestrian traffic along the south and east sides of the site is directed to the public sidewalks at the perimeter, and pedestrian connection to future development at Winrock is intended to occur in crosswalks at the aligned driveways between the two developments, should a traffic signal be placed there. This approach keeps pedestrians out of the delivery area in the interest of safety. Parking level access is provided on three sides of the development, and access to Winrock is easily accomplished via an easy right turn onto east-bound Indian School, avoiding the Louisiana intersection. From east-bound Indian School, Winrock can be accessed either from Uptown Loop with a left turn at the future full intersection, or with right turns into the three available driveways.
3. The proposed traffic signal on Indian School Road (keyed note 39) has been removed from the plan
4. Agree
5. The location of the north/south pedestrian connector is based on Target's desire to provide a protected path from the parking area directly to the main entrance of the store. Although it is off center by one parking row from what is specifically required in the USDP, it does align with the store entrance, providing a more direct connection. This issue was reviewed with the URT, and it was determined that the required pedestrian path was being provided relative to the number parking rows (six parking rows = one pedestrian path), and also that providing an efficient flow for pedestrians was more important than a literal interpretation of the USDP requirements.
6. Public Sidewalk Easements (P.S.E.) have been added to the plans. Reference Civil Dimension Control Plan.
7. The dimensions were inadvertently "turned-off" on the submitted elevations. This has been corrected on the revised drawings submitted on 10/28/2011. Regarding the number and placement of articulations, the USDP states the following: "V.2.b. Articulation shall be required along no less than 50% of the unbroken length of a Building Façade and shall be distributed to avoid creating a blank wall greater than 25 feet in length." The areas mentioned in this comment fall between major articulation elements that occupy in excess of 50% of each façade (main entry, parking level entry, office windows, and extended southwest corner). The less articulated sections in between provide a counter-point to these elements, and are important in

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providing visual interest to the overall façades. In both areas, openings at ground level are provided to enhance the pedestrian visual experience.

8. On the south and east facades, additional articulation elements have been added in the form of alternating stone and stucco pilasters, accentuated with metal "fins" in a brightly contrasting color (red). These elements are spaced at 25' where they occur, and occupy in excess of 50% of each facade. All of the articulation elements mentioned protrude from the main façade by at least two feet.
9. See response to comment number 8 above for a description of added articulation elements. The added elements occupy in excess of 50% of the south façade.

If you have any questions or need clarification of anything contained herein, please contact Jim Dobbie of Hunt Uptown II, Sheri Tollefson, or myself.

Sincerely,

Dekker/Perich/Sabatini
Agent for Hunt Uptown II, LLC

Christopher R. Gunning, AIA, LEED AP BD+C
Principal

Attachment: URT Comments and Responses
Revised Infrastructure List

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Current DRC
Project Number:_____

Figure 12

Date Submitted: _____
Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DRB Project No.: 1007316
DRB Application No.: _____

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

TARGET @ ABQ UPTOWN

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT A - HUNT SPECTRUM DEVELOPMENT SITE

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst. Engineer
			Water						
		8"	New Water Line w/ Encasement - 105 L.F.	Indian School Rd. NE	ABQ Uptown	Tract A-1	/	/	/
		8"	New Water Line w/ Appertenances - 17 L.F.	Indian School Rd. NE	ABQ Uptown	Tract A-1	/	/	/
		8"	New Water Line w/ Appertenances - 76 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
		2"	New Water Service Line (Domestic) w/ Meter - 61 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
			Storm Sewer						
		24"	New Storm Drain	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
			Paving						
		12' Width	New Concrete Deceleration & Right Turn Lane	Louisiana Blvd. NE			/	/	/
		88 Sq. Ft.	Pedestrian Refuge Area	Indian School Rd. NE	Q Street	Tract A-1	/	/	/

NOTES

1 _____

2 _____

3 _____

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Daniel B. Stewart, P.E.
NAME (print)

Lawrence A. Cates & Assoc., LLP
FIRM

Daniel Stewart 10/25/11
SIGNATURE - date

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

_____
DRB CHAIR - date

_____
TRANSPORATION DEVELOPMENT - date

_____
UTILITY DEVELOPMENT - date

_____
CITY ENGINEER - date

_____
PARKS & GENERAL SERVICES - date

_____
AMAFCA - date

_____
_____ - date

_____
_____ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT

Applicant responses added below each comment

Chris Gunning
Dekker/Perich/Sabatini
7601 Jefferson NE, Suite 100
Albuquerque, NM 87109

August 30, 2011

RE: Target @ Uptown Site Plan Submittal – PA#11-095, Project #1002337

Dear Mr. Gunning,

Per the Uptown Sector Development Plan (USDP), you are required to submit a site development plan for review by the Uptown Review Team (URT). I have compiled the following comments from the URT and submit them herewith:

Current Planning Division

The submitted site plan generally complies with the 2008 Uptown Sector Development Plan (USDP) except for the following:

SITE PLAN

1. Regarding Phasing: If the timing of development is different for each lot, the Target parcel should be labeled as Phase I; Lot 2 and Lot 3 are Phase II and Phase III. Also, if Lot 2 and 3 are to be developed in the future, what is the immediate intention for these lots? If they are for future phases, will they be landscaped, paved, etc., now?

   The project will be phased. Additional text has been added to the site and landscape plans indicating the order of phasing. New drawings have been added: Sheets 02, 07 and 08. Each indicates an interim condition of future phases which includes native seeding, landscaping, and grading to provide additional screening. Signature block on sheet 02 has been removed.

2. Identification of Keyed Notes 38. and 39. needs to be made.

   Keyed notes 38 & 39 have been added to Site Development Plan, Sheets 01 and 02.

Pedestrian Plaza

1. Dimensions and square footage needs to be provided. Also, what is the surface of the plaza?

   Dimensions have been added to the Enlarged Plaza Plan, Sheet 04. An enlarged plaza plan has been added to Landscaping Plan, Sheet 07 indicating the square footages. The surface of the plaza is concrete with colored concrete accents.

2. It is unclear if the pedestrian plaza has a minimum of 40% landscaped area – this calculation must be shown on the site plan and a detail provided on the detail sheet. (Chapter V., E. Pedestrian Plazas and Playgrounds, 6. – page 63)

   The calculation requested has been included as a diagram on Sheet 07. Verification was made that calculations were based on lot area, not net area.

3. There is no pedestrian scale lighting shown and identified in the plaza. The detail of the lighting shown on the detail sheet needs to be broken out – 16' lights for the pedestrian scale lighting and 20' lights for the area lighting. (Chapter V., E. Pedestrian Plazas and Playgrounds, 8. – page 63)

   Pedestrian scale lighting has been shown on the Enlarged Plaza Plans, Sheet 04 and 07. Lighting details have been provided on Site Details, Sheet 03.

4. Show detail of the up-lighting used for the trees on the plaza on detail sheet. The wattage of these fixtures cannot exceed 75-watts unless shielded. (New Mexico Night Sky Ordinance)

   An up-lighting detail has been added to Site Details, Sheet 03, with a note indicating required compliance with the NMNSO.

5. State how many seats will be provided on the plaza and make a note on the site plan.

   (5) 6' long benches have been included on the Enlarged Plaza Plan, Sheet 07.

6. It is unclear of the grade change for the motorcycle parking - is the parking area considered part of the plaza? Is the surface of the parking area different than that of the parking garage/lot?

   Grades at the motorcycle area have been clarified on Grading Plan, Sheet 10. The motorcycle parking area is not considered part of the plaza. The surface will have scored joints with a different colored concrete than the parking garage surface.

7. There are no trash receptacles shown and identified in the plaza – this must be addressed.. (Chapter V., E. Pedestrian Plazas and Playgrounds, 9. – page 63)

   Trash receptacles have been shown on the enlarged plaza plan, Sheet 07. Legends have been updated with symbols.

8. Decorative paving pattern bordering the plaza is not shown. This shall be shown on the detail sheet. (Chapter V., E. Pedestrian Plazas and Playgrounds, 12. – page 64)

   The decorative paving patterns are shown on Site Details, Sheet 04.

9. There should be a note explaining what amenities are being provided in the plaza area. (Chapter V., E. Pedestrian Plazas and Playgrounds, 13. – page 64)

   A note has been added to the Enlarged Plaza Plan, Sheet 07. Amenities include bicycle racks located under the building for protection from the elements and flower gardens.

Walkways

1. Detail must be shown of the perimeter walkway including the 6" brick (or other decorative material) on the detail sheet. (Chapter V., H. Walkways, 3. – page 70)

   A detail indicating the decorative border has been added to Site Details, Sheet 04.

2. What pedestrian amenities that serve humans and animals are being provided along the walkways? (Chapter V., H. Walkways, 5. – page 70)

   A note describing pedestrian amenities has been added to Site Development Plan, Sheets 01 and 02. Amenities indicated are pedestrian scaled lighting, benches and trash receptacles.

3. Walkways in parking lots must be constructed of decorative paving patterns and must have a six-inch decorative border – please show detail on detail sheet. (Chapter V., H. Walkways, 6. – page 71)

   A decorative paving pattern detail indicating a decorative border has been added to Site Details, Sheet 04.

4. All site plans shall demonstrate walkway interconnectivity to other sites in the Uptown area. All walkways must connect to other walkways within the site and to public ROWs abutting the site. (Chapter V., H. Walkways, 11. – page 71) Maintenance of pedestrian crosswalks across driveways and within the parking area shall be stated on the site plan.

   A pedestrian connectivity plan and a note stating that Target will maintain pedestrian crosswalks at driveways within the parking area have been added to Site Development Plan, Sheets 01 and 02.

Parking

1. It is unclear if there are wheel stops for all parking places. Further, the parking lot spaces adjacent to the handicap spaces may be 16' in length only if there is a wheel stop to prevent vehicles from extending over any walkway. Depth of these parking stalls needs to be 18'. (Chapter V., J. Parking, 13. – page 74)

   The raised pedestrian walkway acts as a wheel stop for the spaces adjacent to the handicap spaces which allows for 16' in length as shown on Site Development Plan, Sheets 01 and 02.

2. Shopping Cart corrals need to be shown on the site plan and the utilized parking spaces should be subtracted from the provided parking calculations. (Chapter V., J. Parking, 16. – page 74)

   Shopping cart corrals have been added and parking calculations have been updated on Site Development Plan, Sheets 01 and 02.

3. Even though the Target store is designated as a parking structure, and thus, the parking lot requirements do not apply to the area covered by the building, a parking lot still exists abutting the southern edge. There are no pedestrian linkages (other than the main walkway) to each of the parking sub areas. The walkway shown is not in compliance with the USDP as it is not located in accordance to the required every third row of parking., greater pedestrian linkages within the parking field should be considered. (Chapter V, J. Parking, 18. – page 74)

   A second pedestrian link has been added to parking field on Site Development Plan, Sheets 01 and 02.

4. The site plan needs to show/state that CPTED principles to deter crime and facilitate security measures are being followed. (Chapter V., J. Parking, 19. g. – page 75)

   Additional notes have been added to Site Development Plan, Sheets 01 and 02 stating how CPTED principles have been incorporated into the site and parking level design.

5. Transit stop locations shall be shown – 350-square feet. (Chapter V, J. Parking, 18. h. – page 75)

   Transit stops and their required sizes have been added to the Site Development Plan, Sheets 01 and 02 and modified to indicate the easements required.

LANDSCAPING PLAN

Open Space

1. The USDP open space requirement is 10% of the site and 40% of the open space must be landscaped. The Hunt/Spectrum Development Site is a total of 7.4666-acres – this translates to 325,245-square feet in total area. The required open space area at 10% of the site is 32,524-square feet and 40% of that needs to be landscaped – 13,009-square feet. The Landscape Plan shows a required landscaped area of 11,167-square feet. This discrepancy needs to be addressed. [Phase I is 270,406-square feet * 10% = 27,041-square feet landscape requirement, not 11,167-square feet. Phase II is 34,324-square feet * 10% = 3,432-square feet (compliant) and Phase III is 19,916-square feet * 10% = 1,912-square feet (compliant). As per USDP, each phase must meet this 10% open space requirement at time of development; Phase I is deficient. (Chapter V., D. Open Space, 2. – page 60)]

   The open space and landscape design meets the requirements of the USDP and calculations are shown for each phase of the project on Landscaping Plan Phase I, Sheet 08 and Landscaping Plan Phase II, Sheet 05.

2. The USDP specifies that a minimum of 15% of all developed open space must be shaded with landscaping including trees or shade structures. This needs to be noted on the Landscaping Plan and shown where the shade is provided. (Chapter V. D. Open Space, 7. – page 60)

   Shaded areas have been shown with a separate diagram on Landscape Plan, Sheet 05. A note regarding the minimum 15% requirement has been added.

3. The use of gravel, rocks or crusher fines as ground cover is limited to a maximum of 5% of open space including gravel that is used in landscape areas/planting strips. The Landscaping Plan shows 17% Rock Mulch as ground covering. (Chapter V., D. Open Space, 13. – page 61)

   Landscape Plans have been revised to be in compliance with the USDP requirements.

4. It is unclear if the required open space calculations are including the Planting Strips and planters that are required for Street Trees or for walkways. (Chapter V. D. Open Space, 15. – page 62)

   Required open space calculations do not include planting strips and planters that are required for street trees or walkways, although area calculations for these spaces are indicated on Landscape Plan, Sheets 05 and 07.

5. Open space amenities must be provided in "Developed Open Space areas" – it is not clear where these amenities are located. (Chapter V. D. Open Space, 17. – page 62)

   Benches and bike racks have been provided in the open space areas and are indicated on Site Development Plan, Sheets 01 and 02.

6. Correct note B. of Landscape Notes.

   Landscape Note B has been corrected by adding that each tree shall have a minimum planting space of 36 square feet.

7. Landscape Note F. states that Mulch consists of gravel, bark and pecan shell … Please note that no more than 5% of each open space area will have no more than 5% rock and must follow F. Landscape, 15. a.

   The amount of gravel mulch used will comply with the USDP requirements.

8. Landscape Note G. is not appropriate as a note. Did you provide the correct number of appropriate mix of trees? This needs to be provided in a table as well on the Landscape Plan in column form – a matrix of signature, deciduous and conifer vs. number and type.

   The tree mix quantities have been added to the landscape calculations on Sheets 05 and 07.

9. The note for water harvesting use on the Landscape Plan (note L.) is vague. Detail of typical water harvesting facilities should be shown on the detail sheet. Note of where the swales are located should be noted on the landscaping plan. Will there be water harvesting techniques used in the parking lot islands? If so, this should be shown on the site plan/landscaping plan as well. (Chapter V., F. Landscape, 8. – page 65)

   Water harvesting areas are now indicated on Drainage Plan, Sheet 12. A detail of a typical water harvesting area and to the landscape notes, note S are included on Landscape Plan, Sheets 05 and 07. At the 6' wide planting strips, a slight depression will be created and noted on the Drainage Plan, Sheet 12.

Trees

1. The planting distance requirement needs to be adhered to with the planting of the signature trees. It is unclear what distance signature trees are planted. (USDP, App. A)

   We will comply with the intent of this regulation. However, the spacing requirements for signature trees, which are required to be 6' from sidewalks/streets/parking are so limiting in tight, urban conditions as to relegate their use to large inaccessible landscape areas. The regulations assume that these trees (which come in a variety of different habits, mature sizes, installation sizes and conditions) cannot be used in more narrow planting areas because they will obstruct movement and represent a hazard. We propose that signature trees be allowed up to 4' from sidewalks and paving, and suggest that the regulation also address vertical clearance rather than just width of planting area. If the regulations were similar to requirements for street trees for clearance from the flow line of the street and/or sidewalk upon installation and throughout the life of the tree, it would increase the ability to use these trees along streets, in raised planters, in plazas and as accents and screens for parking lots.

2. All trees are to be planted in tree wells. It is unclear from the Landscape Plan whether some of the trees are in pots. Please clarify. (Chapter V., G. Trees, 7. – page 67)

Trees are shown in tree wells. However, raised planters are shown at Lot 2 to meet seating requirements, see detail A2, Sheet 07.

3. The Landscape Plan does not show any plantings at the end-cap of the pedestrian path through the parking lot at the southern edge of the building. This should be corrected as per the USDP. (Chapter V., G. Trees, 14. – page 69)

   Plantings have been added to the end-cap.

Landscape & Landscape Plan

1. A statement needs to be included in the submittal packet describing how the proposed landscaping meets all the landscape requirements of the USDP. (Chapter V., K. Landscape Plan, 2. – page 76)

   A statement has been added to Landscape Plans, Sheets 05 and 07.

2. The Landscape Plan shall also show the topography in the form of finished contour lines – especially where water harvesting is proposed. (Chapter V., K. Landscape Plan, 2. – page 77)

   Topography has been added to Landscape Plan, Sheet 07 and 08. A berm was added in the NE corner of the site as a Phase 1 interim screening device for the Loading Dock area. A request was made to insure that any slopes to the corners of the site be designed to prevent sediment from running into the street. The berm will be seeded with natural vegetation and the slope will be softened on the street side to reduce runoff velocity.

3. The square footage for each separate area of landscaping and a total calculation shall be shown. Also, a total number (and the percentages) of trees (signature, deciduous and conifer), flowers and shrubs (including height and spread) must be shown as well. (Chapter V., K. Landscape Plan, 7. – page 77)

   Square footage area amounts are noted next to each landscape area. Tree information including quantities and mix of signature, shade and evergreen trees has been noted on the plans. The total number and composition of shrubs is not indicated on the plan, due to the schematic nature of the entitlement plans. However, mature sizes for shrubs, grasses and accent plants are indicated on the plans and notes have been included related to compliance with landscape requirements, including those related to vegetative coverage.

4. The Landscape Plan lists trees that are not included on the "Tree List" of the USDP Appendix A – specifically, the Oklahoma Redbud, the Rio Grande Valley Cottonwood, Texas Red Oak and Hillspire Juniper. Please explain the use of these types of trees and make changes as appropriate.

   Oklahoma Redbud has been changed to Western Redbud, and Hillspire Juniper to Spartan Juniper.

   We request permission to use Texas Red Oak and Rio Grande Valley Cottonwood since both were used successfully on the ABQ Uptown project and their use on this block would provide landscape continuity between the two developments. Texas Red Oak is used as a street tree at ABQ Uptown and on this project, is particularly tolerant of alkaline soils, is both heat and drought tolerant, and has noteworthy red fall color. The use of three Rio Grande Valley Cottonwoods in the water harvesting area near the north parking entrance, relates directly to the cottonwoods that surround the big Q tower at the

other end of Q Street, and they are well suited for use in a drainage area. Their scale is also an asset in this area, providing contrast and diversity along the street elevation.

5. A landscape bed on the north side of the site (4,462-square feet) shows rock mulch. The USDP limits use of rock in each landscape area to 5%. (Chapter V., F. Landscape, 10. – page 65)

   Rock mulch will be used in this water harvesting/detention area. The total amount of rock mulch on the site will not exceed the 5% maximum ground coverage amount.

6. Explain what "Organic Mulch" consists of. (Chapter V., F. Landscape, 9. – page 65)

   Organic mulch information has been added to the plans, Sheets 07 and 07.

7. A note needs to be added to the landscape plan explaining that 75% and 60% or 75% of planting strips must be covered with living, vegetative materials. (Chapter V., F. Landscape Plan, 2. b. – page 76)

   A vegetative planting note has been added to the plans, Sheets 05 and 07.

8. It is unclear if the 10% minimum requirement of all landscape areas will have flowering plants and shrubs. (Chapter V., F. Landscape Plan, 2. c. – page 76)

   A note has been added to the plans indicating that the design will comply with this requirement. See also the response to Landscape & Landscape Plan, Section 3.

9. All the planting boxes and/or planting pots must be dimensioned if used as part of the landscaping requirement. (Chapter V., F. Landscape, 15. – page 66)

   All planting areas and planters have been dimensioned. Pots are not indicated on the plans.

10. All walkways are to be ten-feet wide. Planting strips are to be a minimum of 6-feet wide. It is not clear what the dimensions are. (Chapter V., F. Landscape, 16. – page 66)

    Dimensions for the 10' walkways and 6' planting strips are included on the Site Development Plan, Sheets 01 and 02.

DETAIL SHEET

1. Detail needs to be provided for screen elements of the trash receptacles, mechanical equipment, loading docks and the public utility structures. (Chapter V. B. Screening, 1. – page 59)

   Details have been added to Site Details, Sheets 03 and 04. Notes added to the Site Development Plan, Sheets 01 and 02 indicating the method of screening for the elements listed above. Screening has been requested and added at the Van Delivery parking spaces. Cast in place concrete walls, 4'-6" tall will provide headlight and loading dock screening, see Site Development Plans, Sheets 01 and 02. Details for all headlight screen walls are on Site Details, Sheet 04. Details for tilt-up walls screening the Loading Dock and the Service Yard have been added to Site Details, Sheet 04. Additional Loading Dock screening was requested and added to the Landscape Plan, Sheets 07 and 08 by increasing the number of coniferous trees at the truck turn-around.

2. Detail shall be provided on detail sheet regarding pedestrian crossing across parking structure entrances.

   A detail of the pedestrian crossing has been added to Site Details, Sheet 04.

3. The site plan does not show a refuse bin for the Target – is all trash fed through the compactor or just the recyclables?

   All Target non-recyclable refuse will be contained in the compactor. Recyclables will be self contained inside the building.

4. There is not detail of the retaining walls on the east side of the site. Will the dock be screened? (Chapter V. B. Screening, 2. – page 59)

   The Service Dock area will be screened with a 16' high wall, construction to match the building for an integrated look. An elevation of the screen wall on the east side of the building has been indicated on Target Elevations, Sheet 17.

5. Detail needs to be shown for the metal awnings above the doors on corner buildings of Lots 2 and 3.

   A detail of the metal awnings has been added to Lot 2 Mixed Use Elevations, Sheet 15 and Lot 3 Pad Elevations, Sheet 16.

6. Details need to be shown for all elements that are discussed above; including pedestrian plaza, pedestrian lighting, tree wells and up-lighting, motorcycle parking, decorative paving patterns, decorative walkways through parking lots.

   All details for the elements listed have been added to Site Details, Sheets 03 and 04.

ELEVATIONS

The Planning Department has concerns regarding the design of the building and its effect on pedestrian activity. The intent of the design regulations is "to create a unique, quality environment that unifies the Uptown Area for the enjoyment of everyone" (Chapter III, B. Design). Unity is achieved through "quality buildings that are attractive on all visible sides and welcoming to visitors and residents" (III.B.2). A second intent of the USDP is to make the Uptown Area a safe and enjoyable place to walk with a focus on creating a very special experience for pedestrians (III.D. Pedestrians). The Building Design Regulations beginning on page 57 of the USDP were written with these goals in mind. Staff finds that the Target building does not achieve the stated intent of the USDP and does not comply with the following regulations:

1. Chapter V.A.1. Materials:

   a. The primary material of the building (concrete masonry units) is not considered a high quality material and does not provide interest and vitality. Building elements should include such materials as brick, slate, stone or tile. There is very little carry-over of the ABQ Uptown project.

      The primary exterior structural building material is architectural precast concrete wall panels, a material which is not prohibited in the sector development plan. The panels are articulated with rustication joints, and painted in various earth-tone

shades based on the color palette of ABQ Uptown for visual interest, with red accents used intermittently to diminish the building's mass. The architectural panels are overlaid with other materials for further visual interest. Overlay materials include decorative stone (which matches that used on ABQ Uptown to the north) and horizontal ribbed & smooth metal panels. Further variety is provided in aluminum curtain wall fenestration and IPE wood screens at the parking level along Louisiana Boulevard. Additional stone and stucco pilasters and decorative red accents have been added to the south and east building elevations.

b. Unfinished, solid faced, concrete masonry units are prohibited. The concrete walls should be covered with an acceptable material or another type of wall should be used.

   The information listed in the previous response describes the variety of exterior wall treatments. No unfinished, solid faced, concrete masonry units are being used on this project.

2. Chapter V.A.2. Articulation Requirements:

   a. Vertical and horizontal articulation is required on all sides of a Building; and

      Vertical and horizontal articulation has been provided through a combination of materials and masses on each building façade.

   b. articulation is required along no less than 50% of the unbroken length of a Building Façade and shall be distributed to avoid creating a blank wall greater than 25-feet in length; and

      A combination of architectural elements have been used to create a change in color, change in material, a joint, and/or a decorative accent to create visual variation at the required intervals along the length of each side of the building. Decorative stone will project a minimum of 8" out from the building.

   c. at least three of the listed elements must be used for Articulation up to 52-feet of Building height above grade.

      The west and north façades currently meet the intent of the requirements. The south and east facades have been modified to meet them as described in Elevations, Section 1.a.

   The proposed Target building does not comply with the Articulation Requirements. At least 50% of each façade must include at least three of the listed elements in subsection 2.c. In addition, the building at the northeast corner (Lot 2) exceeds 52' feet in height and therefore, must have a 12' step-back (see page 54 of USDP).

      The responses listed above address the façade's compliance with Articulation Requirements. Lot 2 building elevations have been revised to be at or below 52' in height.

3. The newly adopted Resolution (F/S R-11-210) allowing a single level user greater than 90,000-square feet adds a new Section N. to the USDP and states that "Single-Level, Single User Retail Facilities (SLSURFs) Exceeding 90,000 sq. ft. …in Uptown are subject to the following, additional regulations specific to Uptown:

A. Loading docks and facilities shall be screened from public view and, where parking is provided beneath a building, shall be integrated with the parking structure.

The current configuration of the loading docks on the east side of the building will have to be removed and integrated with the parking structure. The loading docks shall be screened from public view.

The Service Dock area is located between the parking level and the store level to work with the existing site grades and has been integrated into the parking structure by sharing a common wall. It is best suited in its current location for a variety of reasons: separation between truck traffic and guest traffic creates a safe shopping environment; the building is 6 feet lower in height than it otherwise would be if located underneath; projecting the loading dock from the building along the east side provides required building articulation and visual interest.

Revisions made to the design that further integrates the Service Dock area to the building include: increasing the height of the screen wall to 16' tall (12' above finished floor) and shifting the truck entrance off of Uptown Loop Road approximately 5' north, thereby extending the length of the screen wall to cover the full length of the truck trailers when parked at the loading dock. (Target tractors do not stay, but drop off their trailers and leave). With the adjustments made to the height and length of the screen wall, the Service Dock area will be fully screen the majority of the time.

SIGNAGE

1. The private traffic directional signs at the entrances and exits of the parking structures are limited to 6-square feet. The sign detail shows these signs to be 8-square feet (sign type C1). (Chapter V., L. Signage, 8. e. – page 81).

   The sizes of the directional signs at the entrances and exits have been revised to meet the requirements of 6 square feet maximum and unlimited quantity.

<u>Zoning Enforcement Division</u>

1. The 42' screen wall for the loading area may infringe on line of site for those exiting the parking.

   The Service Dock screen wall has been modified using a sight triangle on Site Development Plan, Sheets 01 and 02 to accommodate a line-of-sight for those exiting the parking area.
2. Colors and materials are not called out for the screen wall.

   Colors and materials have been added to Target Elevations, Sheet 17.
3. The landscape buffers between the parking and the street should have 70% ground cover apart from trees.

   Shrubs have been added to the landscape buffers to insure that the landscape buffers will contain 70% ground cover at maturity apart from the trees.
4. The location of benches and trash receptacles in the pedestrian areas should be shown.

Benches and trash receptacles have been provided in the pedestrian areas and are indicated on Site Development Plan, Sheets 01 and 02.

5. Parking abutting landscaping buffers require parking barriers to prevent overhang into landscaping buffer

   Landscaping will not be added in the small area between the parking barriers and the parking surface. This will either be concrete or gravel mulch.

6. Note mechanical equipment & loading docks screened from public right of way

   A screened Service Yard has been indicated south of the Loading Dock which will enclose the generator, transformers, switchgear and miscellaneous equipment. Wall construction will match building. Details shown on Site Details, Sheet 04.

7. Walkway through parking lot minimum of 8' wide

   Minimum dimension of the north-south walkway is 9' wide. Minimum dimension of the east-west walkway is 8' wide. Dimensions have been added on Site Development Plan, Sheets 01 and 02.

8. Walkway around perimeter minimum of 10' wide and shall include a minimum six (6) inch brick or other decorative border along both sides

   The perimeter meandering walkway is a minimum of 10' wide, is dimensioned on the Site Development Plan, Sheets 01 and 02 and detailed with 6" borders on Site Details, Sheet 04.

9. Required developed open space areas shall include two amenities see A-F pg 62 of the uptown sector plan

   Benches and bike racks have been provided in the open space areas and are indicated on Site Development Plan, Sheets 01 and 02.

10. Each row of parking shall have an end cap with at least one tree

    Changes have been made to Landscape Plan, Sheets 05 and 07 to comply with this requirement.

11. No parking space shall be more than sixty feet from a tree.

    The site design complies with this requirement. All surface parking spaces that are not covered by the building overhead are within 60' from a tree.

Transit Department

Numbers 1, 2, 3 and 4 we consider mandatory and should be placed on the Infrastructure List for the Project or be otherwise required by the Site Plan:

1. RECONSTRUCT, at developer's cost, the current north- to east-bound right turn lane at the Louisiana/Indian School intersection to remove the free right turn and replace it with a stop condition, performing all necessary work and signal operation changes to effect the change.

   A stop condition has been proposed at the Louisiana/Indian School intersection, keeping the existing turn lane configuration.

2. CONSTRUCT, at developer's cost, new signalization for both automobile traffic and pedestrian traffic at the location known as Q-Street, and, by means acceptable to the

Traffic Engineer, create all interconnections to the Louisiana/Indian School and Indian School/Loop Road intersections necessary to create a free flow of all modes of traffic.

If possible, extend the infrastructure necessary to effect an ITS system to encompass the Indian School/Indiana Street intersection, for future installation of such systems by others.

Target will be making a formal request for written concurrence from the City to proceed with the new signal at Q Street.

3. CONSTRUCT at developers cost, concomitant with the intersection improvements in 2 above, pedestrian refuges of a design satisfactory to the Traffic Engineer in lieu of the currently paint-striped auxiliary lanes at Q-Street.

   Raised pedestrian refuge islands have been proposed, as shown on the Civil drawings and on the Site Development Plan, Sheets 01 and 02.

4. PROVIDE, at developer's cost, three (3) bus stop easements – one for Rapid Ride services using 60' articulated busses, and two for 40-foot "standard" busses, in accordance with the diagram below. The easements should be: At the Rapid Ride stop, a minimum of ten (10) feet from back of sidewalk and forty (40) feet long; and at the standard stops, eight (8) feet from back of sidewalk and twenty (20) feet long.

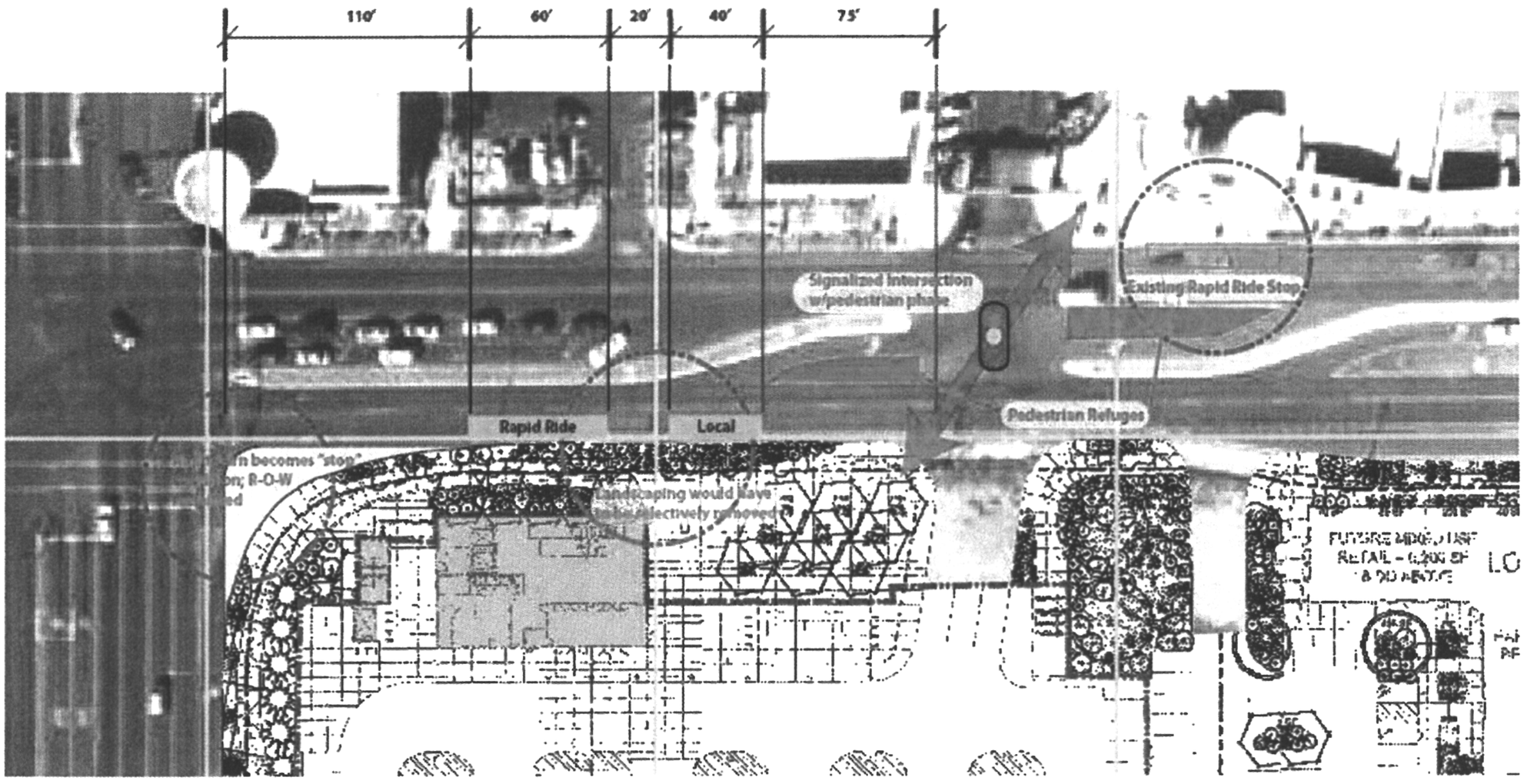
   Easements will be provided as necessary for the three bus stops. A single shelter to be shared between Rapid Ride and standard bus service has been located near the NE corner of the Target lobby with an 8' x 60' easement and the shelter on Uptown Loop is shown with an easement of 4' x 20' on the Site Development Plan, Sheets 01 and 02.

Note the Department will provide the shelters and associated signage and street furniture at the time service is actually provided to the stops. In the case of the Rapid Ride and the standard stop on Indian School, this should occur concomitant with or shortly after the opening of the store.

Noted.

The proposed standard stop on the Loop Road is a bit more problematical as its location will in part be driven by the need to "couple" it with whatever bus stop location is proposed by Winrock. If it were necessary to choose at this time, the Department would prefer the required easement be granted NORTH of the proposed truck entrance. Service to this stop would probably be associated with a future "circulator" system on the Loop Road.

Noted. The Loop Road bus stop has been indicated on the Site Development Plan, Sheets 01 and 02 for reference.



And some matters we cannot consider mandatory, but would ask the developer to consider:

1. If possible, REDESIGN the location of some of the doors in the vertical circulation lobby to grant more immediate access to the bus-stop area defined above.

   The doors to the lobby, which provide direct access to the parking under the building and the pedestrian plaza are providing the most effective circulation in their current location.

2. EXAMINE the means by which the nascent Uptown Wayfinding System proposed by OTAK and supported in principle by the Uptown Progress Team, and in practice by the ABQ Uptown development, could be designed as an outgrowth of the wayfinding system proposed by the developer for their site. (A few simple design development sketches would be greatly appreciated!)

   Target is willing to discuss further with other retailers in the area the expansion of the wayfinding system referenced; however, it will not be a part of this submittal.

3. LOCATE human scale elements such as public art, LCD signs, display cases and the like to create visual interest, especially on the Louisiana façade, which is currently devoid of human scale articulation other than landscaping.

   Additional pedestrian scale amenities have been added to the streetscape along Louisiana Boulevard, such as site furnishings and pet oriented elements.

4. CONSIDER replication of the type of development proposed for Lot 2 somewhere else along the Loop Road frontage.

   At this time additional future development has not been proposed.

ALSO, Note that the site is located within a "Major Activity Center" and along a "Major Transit Corridor" as expressed through the "Centers and Corridors" component of the *Albuquerque/Bernalillo County Comprehensive Plan*. The Department notes that the proposed design meets in spirit all applicable standards for the "Major Transit Corridor", as follows:

Noted.

Standards for Development Form: Major Transit Corridor

POLICY OBJECTIVE	FORM GOAL	PROPOSED DESIGN
Building Access from Street	Provide major entrance from street	Main entrance placed in close proximity to intersection of Major Transit Corridor and minor arterial cross street
Building Setback	Minimum Setback: setback to provide landscaping or pedestrian activity areas only	Main entrance separated from street only by landscaping and pedestrian areas
Parking Location	Separated from the street by the building	At the main entrance the parking is located substantially behind the vertical circulation lobby.
Parking Reduction	10% mandatory and up to 25% encouraged; shared parking encouraged	The parking ratios of the sector plan having a minimum but no maximum, the proposed number seems suitable to a use of this size and type; there should also be opportunity to share with other uses on site and in the future with the Wimrock site.
Employment Density Targets	Floor area ratio of 1.0-2.0	The plan meets the requirements of the sector plan (as amended).
Housing Density Targets	10-35 du/acre net	N/A; takes advantage of proximity to existing housing and may stimulate additional housing.
Modal Hierarchy	Transit, Pedestrians, Autos, Bikes	The proposal has the potential to create a strong node for transit/pedestrian/bicycle use which downplays interaction with automobiles.

Transportation Division

1. The Developer is responsible for permanent improvements to the transportation facilities adjacent to the proposed site development plan, as may be required by the Development Review Board (DRB).

   The locations of the required bus stops have been coordinated with the Transit Department and a small amount of site area will be dedicated as an easement for these stops as shown on Site Development Plan, Sheets 01 and 02, and Site Details, Sheet 04.

2. A phasing plan, indicating interim conditions for each phase, must be provided.

   Drawings have been added to indicate phasing for the project including identification of the interim conditions.

3. The site plan must comply with local and Federal ADA (Americans with Disabilities Act) standards and guidelines.

   The site will comply with all local codes and Federal ADA standards and guidelines. Notation has been added to the Site Development Plan, Sheets 01 and 02.

4. Site plan shall comply and be designed per DPM Standards.

   General Note A on the Site Development Plan, Sheets 01 and 02 indicates compliance.

5. Turning templates must be shown for the loading area. The loading area cannot conflict with the entrance to the underground parking. Please clarify how the heavy vehicle traffic will be guided.

Turning Templates have been added to the Truck Access Plan, Sheet 14.

6. A proposed traffic signal is shown along Indian School Road. A warrant analysis must be provided for this signal; concurrence from the City of Albuquerque Traffic Engineering Department is required.

   A warrant analysis has been provided. Target will be making a formal request for written concurrence from the City to proceed with the new signal at Q Street.

7. A Traffic Impact Study (TIS) has been submitted to Transportation Staff.

   Noted.

Office of Neighborhood Coordination

No comments received.

Hydrology

1. Hydrology has an approved Grading Plan for Site Plan for Building Permit action by the DRB.

   Noted.

2. When submitting to DRB, the applicant should consider phasing the project. If the out-lots aren't to be built initially, it would be beneficial to show the grading on these lots without buildings or what they will look like.

   See response above pertaining to phasing, Transportion, Section 2.

Water Utility Authority

No comments received.

City Forrester

No comments received.

In addition to the above comments, as per Section 2. E. 4. (page 6) of the afore mentioned Resolution (F/S R-11-210), a maintenance agreement shall be provided upon DRB application.

A maintenance agreement will be provided upon application to DRB.

Final URT submittal comments

- Will there be drainage to the parking islands? If so, a detail is requested.
- Tree wells in the SW portion of the parking area detailed. Drainage to those?
- Address the concern about the NE corner berm and drainage/icing on the sidewalk in the winter.
- Add dimensions to the building's exterior signage to show all are in compliance with height and total square footage.
- Add motorcycle signage

- Add ADA signage
- Enlarge the bus shelter/easement along Uptown Loop Road
- Explain drive access to the motorcycle parking area
- Define more clearly the plaza boundaries
- Add pedestrian light symbol to enlarged plaza legend

Glen B

Plt 4540

7872
Yolanda
798-7945

NM Gar 6
Brandon Coffman
379-2173
798-3398

QS
268-8848
Jenny D
266-1688

Current DRC
Project Number: 786782

Figure 12

Date Submitted: 2/1/2012
Date Site Plan Approved: 11/16/2011
Date Preliminary Plat Approved:
Date Preliminary Plat Expires:
DRB Project No.: 1007316
DRB Application No.:

ORIGINAL

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

TARGET @ ABQ UPTOWN

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT A - HUNT SPECTRUM DEVELOPMENT SITE

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst. Engineer
			Water						
	786782	8"	New Water Line w/ Appertenances - 76 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
	786782	6"	New Water Line w/ Appertenances - 87 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Uptown Loop Rd. NE	/	/	/
	786782	2"	New Water Service Line (Domestic) w/ Meter - 61 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
	786782		**Storm Sewer**						
		24" Ø	New Storm Drain Connection	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Tract A-1	/	/	/
			Sanitary Sewer						
	786782	4' Ø	Sanitary Sewer Manhole	Uptown Loop Rd. NE			/	/	/
			Paving						
	786782	12' Width	New Concrete Deceleration & Right Turn Lane	Louisiana Blvd. NE			/	/	/

NOTES

1 _____

2 _____

3 _____

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Daniel B. Stewart, P.E.
NAME (print)

Lawrence A. Cates & Assoc., LLP
FIRM

Daniel Stewart 02/01/12
SIGNATURE - date

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

2-1-12
DRB CHAIR - date

02-01-12
TRANSPORATION DEVELOPMENT - date

a Patter 02/01/12
UTILITY DEVELOPMENT - date

Curtis a Chave 2-1-12
CITY ENGINEER - date

Carol S. Dumont 2-1-12
PARKS & RECREATION - date

_____
AMAFCA - date

_____
_____ - date

_____
_____ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

Current DRC
Project Number:_____

Figure 12

Date Submitted: _____
Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DRB Project No.: _____
DRB Application No.: _____

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

TARGET @ ABQ UPTOWN

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT A - HUNT SPECTRUM DEVELOPMENT SITE

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst. Engineer
			Water						
		8"	New Water Line w/ Encasement - 105 L.F.	Indian School Rd. NE	ABQ Uptown	Lot 1	/	/	/
		8"	New Water Line w/ Appertenances - 17 L.F.	Indian School Rd. NE	ABQ Uptown	Lot 1	/	/	/
		8"	New Water Line w/ Appertenances - 76 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Lot 1	/	/	/
		2"	New Water Service Line (Domestic) w/ Meter - 61 L.F.	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Lot 1	/	/	/
			Storm Sewer						
		24"	New Storm Drain	Uptown Loop Rd. NE	Uptown Loop Rd. NE	Lot 1	/	/	/
		24"	New Storm Drain Connection	Uptown Loop Rd. NE			/	/	/
			Paving						
		12' Width	New Concrete Deceleration & Right Turn Lane	Louisiana Blvd. NE			/	/	/

NOTES

1 _____

_____

2 _____

_____

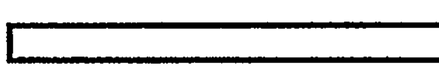
3 _____

_____

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Daniel B. Stewart, P.E.
NAME (print)

Lawrence A. Cates & Assoc., LLP
FIRM


SIGNATURE - date

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

_____
DRB CHAIR - date

_____
TRANSPORATION DEVELOPMENT - date

_____
UTILITY DEVELOPMENT - date

_____
CITY ENGINEER - date

_____
PARKS & GENERAL SERVICES - date

_____
AMAFCA - date

_____ - date

_____ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

City of
Albuquerque

DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental Form (SF)

S	Z		
		SUBDIVISION	
		___	Major subdivision action
		✓	Minor subdivision action
		___	Vacation
		___	Variance (Non-Zoning)
		SITE DEVELOPMENT PLAN	
		___	for Subdivision
		___	for Building Permit
		___	Administrative Amendment/Approval (AA)
		___	IP Master Development Plan
		___	Cert. of Appropriateness (LUCC)
		STORM DRAINAGE (Form D)	
		___	Storm Drainage Cost Allocation Plan
		ZONING & PLANNING	
		___	Annexation
	V	___	Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plan boundaries)
	P	___	Sector Plan **(Phase I, II, III)**
		___	Amendment to Sector, Area, Facility or Comprehensive Plan
		___	Text Amendment (Zoning Code/Sub Regs)
	D	___	Street Name Change (Local & Collector)
L	A	**APPEAL / PROTEST of...**	
		___	Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 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): SURV-TEK, INC PHONE: 897-3366
ADDRESS: 9384 VALLEY VIEW DR NW FAX: 897-3377
CITY: ALBUQ STATE NM ZIP 87114 E-MAIL: RUSSHUGG@SURVTEK.COM

APPLICANT: HUNT UPTOWN II, LLC PHONE: 243-4868
ADDRESS: 201 3RD ST. NW SUITE 1150 FAX:
CITY: ALB STATE NM ZIP E-MAIL:
Proprietary interest in site: OWNERS List all owners: —
DESCRIPTION OF REQUEST: PRELIMINARY / FINAL PLAT APPROVAL

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

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

Lot or Tract No. TRACT A Block: — Unit: —
Subdiv/Addn/TBKA: HUNT-SPECTRUM DEVELOPMENT SITE
Existing Zoning: SU-3 MU-UPT Proposed zoning: SAME MRGCD Map No —
Zone Atlas page(s): J-19 UPC Code: 101905802849920414

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_,Z_, V_, S_, etc.):
1002337 DRB 2011-070235 1007316 11DRB-70284

CASE INFORMATION:

Within city limits? ✓ Yes ; Within 1000FT of a landfill? N/A
No. of **existing** lots: 1 No. of **proposed** lots: 1 Total site area (acres): 7.466
LOCATION OF PROPERTY BY STREETS: On ~~or Near:~~ LOUISIANA BLVD NE
Between: INDIAN SCHOOL RD NE and UPTOWN LOOP RD NE

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

SIGNATURE DATE 10.19.11
(Print Name) RUSS HUGG Applicant: ☐ Agent: ☒

FOR OFFICIAL USE ONLY Revised: 6/2011

☒ **INTERNAL ROUTING**	Application case numbers	Action	S.F.	Fees
☒ All checklists are complete	11DRB - 70303	P&F	___	$ 215.00
☒ All fees have been collected	-	CMF	___	$ 20.00
☒ 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				Total
☐ F.H.D.P. fee rebate	**Hearing date** Nov. 2, 2011			$ 235.00

10-24-11
Staff signature & Date

Project # 1007316

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

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

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

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

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

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

Extension of preliminary plat approval expires after one year.

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

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

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

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

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

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

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

Amended preliminary plat approval expires after one year

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

BUSSHUGE
Applicant name (print)
10.21.11
Applicant signature / date

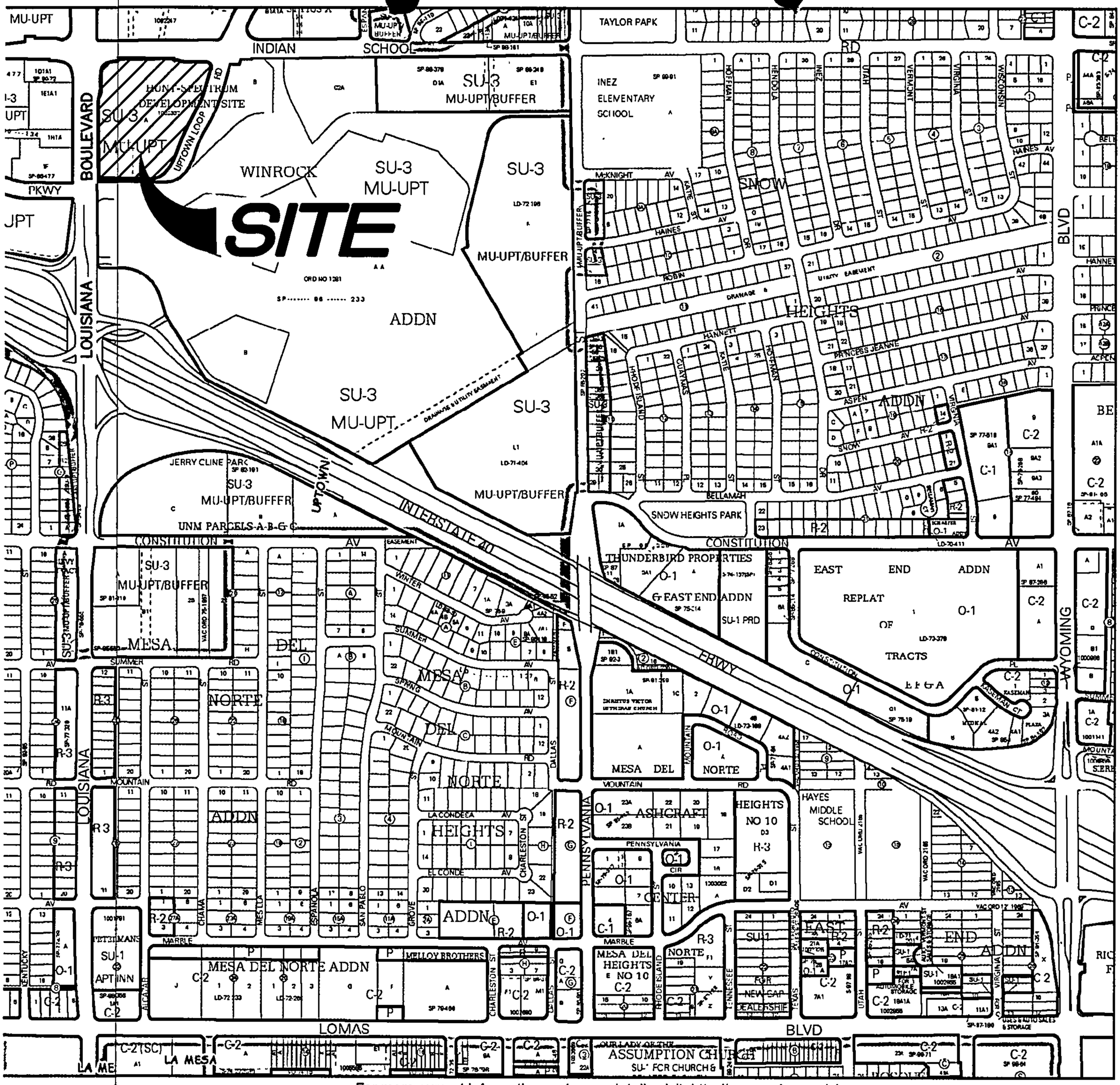
Form revised **October 2007**

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

Application case numbers
11DRB - 70303
- -
- -

10-24-11
Planner signature / date

Project # 1007316



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

Zone Atlas Page:

J-19-Z

Selected Symbols

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

0 750 1,500 Feet

Albuquerque Geographic Information System

Map amended through: 1/24/2011

Note. Grey Shading Represents Area Outside of the City Limits

SURV TEK, INC.

Consulting Surveyors

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

October 19, 2011

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

Attention: Mr. Jack Cloud, Chair

Re: Tract A, Hunt-Spectrum Development Site, City of Albuquerque, Bernalillo County, New Mexico. *City Zone Atlas Page J-19.*

Dear Mr. Cloud

The owners of the above captioned property, Hunt Uptown II, LLC, are hereby filing application with the City of Albuquerque Development Review Board for Minor Preliminary/Final Plat approval. The final plat will show the Vacated Public Drainage Easement vacated by Project 1002337, 11DRB-70235 (Official Notice of Decision attached)and also address requirements of "Site Plan for Building Permit" Project 1007316, 11DRB-70284.

If you have any questions concerning this request, please feel free to contact me at your convenience.

Sincerely,

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

2. **Project# 1005051**
11DRB-70255 VACATION OF PUBLIC UTILITY EASEMENT

JEROME ECKSTEIN request(s) the referenced/ above action(s) for all or a portion of Tract(s) G-2-A-1, **SIESTA HILLS SUBDIVISION NO. 2,** zoned C-1, located on the southwest corner of GIBSON BLVD SE and DAKOTA ST SE containing approximately 1.15 acre(s). (M-18) *[Deferred from 9/21/11 and 10/12/11]*

3. **Project# 1008878**
11DRB-70232 MAJOR – SITE DEVELOPMENT PLAN FOR BUILDING PERMIT

CARTESIAN SURVEYS INC and DNCA agent(s) for BUILDERS TRUST OF NM and RENAL MEDICINE ASSOCIATES request(s) the referenced/ above action(s) for all or a portion of Lot(s) 3, 4, & 5, **JOURNAL CENTER PHASE 2 UNIT 2** zoned IP, located on MASTEHEAD NE at BARTLETT ST NE west of WASHINGTON ST NE containing approximately 3.0003 acre(s). (D-17) *[Deferred from 10/12/11]*

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

4. **Project# 1007316**
11DRB-70284 SITE DEVELOPMENT PLAN FOR BUILDING PERMIT

DEKKER/PERICH/SABATINI agent(s) for HUNT UPTOWN II, LLC request(s) the referenced/ above action(s) for all or a portion of Tract(s) A, **HUNT-SPECTRUM DEVELOPMENT SITE** zoned SU-3 MU-UPT, located on the south side of INDIAN SCHOOL RD NE between LOUISIANA BLVD NE and UPTOWN LOOP RD NE containing approximately 7.467 acre(s). (J-19)

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

5. **Project# 1003094**
11DRB-70285 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

ISAACSON AND ARFMAN PA agent(s) for ALVARADO - SG, LLC request(s) the above action(s) for all or a portion of **SILVER TOWN HOMES** zoned SU-3 HOUSING FOCUS, located on SILVER AVE SW BETWEEN 2ND ST AND 3RD ST SW containing approximately 1.51 acre(s). (K-14)

6. **Project# 1002629**
11DRB-70268 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL
11DRB-70267 SUBDIVISION DESIGN VARIANCE

RIO GRANDE ENGINEERING agent(s) for BOB MCKINLE AND JASON BUCHANAN request(s) the above action(s) for all or a portion of Lot(s) 10 & 11, Block(s) C, **DAVIDSON ADDITION No.1,** zoned SU-2 RT, located on CANDELARIA BETWEEN 10TH ST AND 7TH ST containing approximately .869 acre(s). (G-14)*9[Deferred from 10/5/11, 10/12/11]*

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

September 21, 2011

Project# 1002337
11DRB-70235 VACATION OF PUBLIC DRAINAGE EASEMENT

SURV-TEK INC agent(s) for HUNT UPTOWN II LLC request(s) the referenced/ above action(s) for all or a portion of Tract(s) A, **HUNT SPECTRUM DEVELOPMENT SITE** zoned SU-3/ MU-UPT, located on the southeast corner of LOUISIANA BLVD NE and INDIAN SCHOOL RD NE containing approximately 7.466 acre(s). (J-19)

At the September 21, 2011 Development Review Board meeting, the vacation was approved as shown on Exhibit B in the Planning file per section 14-14-7-2(A)(1) and (B)(1)(3) of the Subdivision Ordinance.

Findings
The public welfare is in no way served by retaining the way or easement; because of resultant development, the City of Albuquerque does not anticipate any need to utilize the existing easement for drainage purposes.

There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right. Property owners of record abutting the proposed vacation were notified by first class mail at least six days prior to the Development Review Board hearing approving the vacation and no objection regarding access or the abridgement of a substantial property right was raised.

CONDITIONS:

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

If you wish to appeal this decision, you must do so by October 6, 2011 in the manner described below.

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

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

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

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

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

Jack Cloud, DRB Chair

Cc: Surv-Tek Invc – 9384 Valley View Dr NW – Albuquerque, NM 87114
Cc: Hunt Uptown II, LLC – 201 3rd Street NW Ste 1150 – Albuquerque, NM 87114
Marilyn Maldonado
File

City of Albuquerque
P.O. Box 1293 Albuquerque, New Mexico 87103
Planning Department
Deborah Stover, Director

Richard J. Berry, Mayor Robert J. Perry, CAO
August 22, 2011

SUBJECT: ALBUQUERQUE ARCHAEOLOGICAL ORDINANCE—Compliance Documentation
Project Number(s):
Case Number(s):
Agent: Surv-Tek, Inc.
Applicant: Hunt Uptown II, LLC
Legal Description: Tract A, Hunt- Spectrum Development Site
Zoning: SU-3 MU-UPT
Acreage: 7.47 acres
Zone Atlas Page: J-19

CERTIFICATE OF NO EFFECT: Yes __X__ No _____

CERTIFICATE OF APPROVAL: Yes ____ No _____

TREATMENT PLAN REVIEW:
DISCOVERY:

SUPPORTING DOCUMENTATION:
SITE VISIT: n/a

RECOMMENDATION(S):

- *CERTIFICATE OF NO EFFECT IS ISSUED (ref O-07-72 Section 4B(2)—extensive previous land disturbance) .*

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

August 18, 2011

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

Re: Tract A, Hunt-Spectrum Development Site, City of Albuquerque, Bernalillo County, New Mexico. City Zone Atlas Page J-19.

Dear Russ:

By this letter, I hereby authorize you to act as agent on behalf of Hunt Uptown II, LLC, for the purpose of Vacation of a public drainage easement and subsequent replatting the above referenced tract.

Please call me if you have any further questions.

Sincerely,

Hunt Uptown II, LLC

James Dobbie, Senior Vice President