DEVELOPMENT REVIEW BOARD
Action Sheet

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

August 31, 2011 9:00 AM
MEMBERS:

Jack Cloud, DRB Chairman, Planning Department

Angela Gomez, Administrative Assistant

Kristal Metro, P.E. , Transportation Development
Curtis Cherne, P.E., Hydrology

Allan Porter, P.E., Albuquerque/ Bernalillo Co.WUA
Christina Sandoval, Parks/Municipal Development

CASES WHICH REQUIRE PUBLIC NOTIFICATION
MAJOR SUBDIVISIONS, VACATIONS, SIA EXTENSIONS AND SITE DEVELOPMENT PLANS

1. Project# 1008793
11DRB-70203 VACATION OF PUBLIC EASEMENT
11DRB-70206 VACATION OF PUBLIC RIGHT-OF-WAY
11DRB-70207 BULK LAND VARIANCE
11DRB-70208 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

BOHANNAN HUSTON INC agent(s) for APS/WESTERN ALBUQ. LAND HOLDINGS request(s) the referenced/ above action(s) for all or a portion of PARCELS C & D, **WESTLAND NORTH SUBDIVISION,** zoned SU-2 FOR TOWN CENTER VILLAGE, located on the south side of ARROYO VISTA BLVD NW between HIGH MESA DR NW and LADERA DR NW containing approximately 340.4559 acre(s). (J-7& J-8, K-8)*[Deferred from 8/17/11]* **The Development Review Board held an advertised public hearing on the proposed vacations per section 14-14-7-2(F) of the Subdivision Ordinance. After concluding its public hearing, the Board recommends APPROVAL to the City Council of the proposed vacation of Tierra Pintada Blvd NW as shown on Exhibit "B"in the Planning file, based on the following recommended Findings per sections 14-14-7-2(A)(1), (B)(2), and (B)(3) of the Subdivision Ordinance, and subject to the following recommended Conditions of Approval per sections 14-14-7-2(F)(3)(c) and 14-14-7-2(F)(4) of the Subdivision Ordinance.**

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 31, 2011

Project# 1008793
11DRB-70203 VACATION OF PUBLIC EASEMENT
11DRB-70206 VACATION OF PUBLIC RIGHT-OF-WAY
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On August 17 and August 31, 2011, the Development Review Board held an advertised public hearing on the proposed vacations per section 14-14-7-2(F) of the Subdivision Ordinance. After concluding its public hearing, the Board recommends APPROVAL to the City Council of the proposed vacation of Tierra Pintada Blvd NW as shown on Exhibit "B"in the Planning file, based on the following recommended Findings per sections 14-14-7-2(A)(1), (B)(2), and (B)(3) of the Subdivision Ordinance, and subject to the following recommended Conditions of Approval per sections 14-14-7-2(F)(3)(c) and 14-14-7-2(F)(4) of the Subdivision Ordinance.

Findings

(A)(1) The public road vacation and easement vacation requests were filed by the owners of a majority of the footage of land abutting the proposed vacation.

(B)(2) There is a net benefit to the public welfare because the development of significant community facilities made possible by the vacation is clearly more beneficial to the public welfare than any minor detriment resulting from the vacation. The applicant's justification demonstrates that the vacation will not adversely impact traffic patterns in this area, and the City of Albuquerque does not need to utilize the platted right of way for roadway or other purposes based on the ownership and proposed replat.

(B)(3) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right, as the vacation is being requested by the owner of all the property abutting this section of Tierra PIntada Blvd NW.

CONDITIONS:

1. Final disposition shall be through the City Real Estate Office.
2. The vacated property shall be shown on the replat approved by the Development Review Board and the approved replat shall be filed for record with the Bernalillo County Clerk's Office within one year.
3. Adequate easements shall be retained/ provided for public utilities and infrastructure; franchised utility companies shall acknowledge the vacation and adequate easements by their signature on the replat.

PROTEST: IT I S NOT POSSIBLE TO APPEAL DRB RECOMMENDATIONS TO CITY COUNCIL; RATHER, A FORMAL PROTEST OF THE DRB's RECOMMENDATION CAN BE FILED WITHIN THE 15 DAY PERIOD FOLLOWING THE DRB's DECISION, WHICH IS BY September 15, 2011.

Protest is to the City Council. Any person aggrieved with this determination of the Development Review Board may file a protest 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 protest. You will receive notice if any other person files a protest.

A Bulk Land Variance from the requirements of Part 3 and Part 5 of the Subdivision Ordinance was approved for the portion of Parcels C and D of this subdivision not owned by Albuquerque Public Schools (APS), based on the following Findings:

BULK LAND VARINANCE FINDINGS:

(1) APS is a contract purchaser of a portion of this plat – for the other parcels, the variance will not be injurious to the public safety, health or welfare, or to adjacent property, the neighborhood or the community, because the proposed parcels cannot be developed without being reviewed for required infrastructure based on the existing zoning, and the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Public School District will ensure the construction of infrastructure adjacent to its property; and

(2) The variance will not conflict significantly with the goals and provisions of any city, county, or AMAFCA adopted plan or policy, the applicable zoning ordinance, or any other city code or ordinance, because the proposed parcels cannot be developed without being reviewed for required infrastructure based on the existing zoning, and the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Public School District which will ensure the construction of infrastructure adjacent to its property; and

(3) The variance will not permit, encourage or make possible undesired development in the 100-year Floodplain, because the resulting plat will note any existing 100-year Floodplains; and

(4) The variance will not hinder future planning, public right-of-way acquisition, or the financing or building of public infrastructure improvements and in fact will facilitate the development of a future public park; and

(5) The parcels being granted the variance are considered bulk land subdivision parcels where the use of the land for building purposes is not expected by the Development Review Board prior to further subdivision or zoning site development plan approval, which will require additional public agency review.

With the approval of the Bulk Land Variance, the preliminary plat was approved with the conditions that a revised flood plane and map note be added to the plat, and AMAFCA must sign the plat, and based on the following Findings:

PRELIMINARY PLAT FINDINGS:

1. It is acknowledged that the Albuquerque Public School District (APS) is a political subdivision of the State of New Mexico, and it is a matter of law that as a state entity, APS is not subject to the City's land use and development regulations.
2. The City and APS have executed a Memorandum of Understanding (MOU) to accomplish the Purpose and Intent of the City's Subdivision Ordinance for its property.
3. Per § 14-14-2-1 of the Subdivision Ordinance, the DRB finds that this land is suitable for subdivision for the purposes proposed, that the subdivision complies with this article, and that the subdivision is not contrary to the best interests of the public health, safety, and general welfare, as noted in the Findings for approval of the Bulk Land Variance.
4. Per § 14-14-2-2 of the Subdivision Ordinance, the DRB finds that the arrangement, location and general nature of the other lots surrounding the APS property is consistent with and does conform to the adopted Westland Sector Plan, which also serves as the current, approved site development plan.
5. Per § 14-14-2-3 of the Subdivision Ordinance, the DRB finds that the MOU with APS provides a demonstrated agreement to provide adequate infrastructure improvements for its property.

The final plat was deferred subject to approval of the right of way vacation by City Council.

If you wish to appeal the other actions within this decision, you must do so by September 15, 2011 in the manner described below.

Appeal of the actions other than the vacation 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:
Margaret Olivarez – 1344 Wind Ridge NW 87120
Russell Perea – 9408 Endee Rd NW 87120
Bethany Grow – 9504 Stormcloud Ave. NW 87120
Joan Fleetwood – 8904 Warm Springs Rd NW 87120
Tabitha King - 1619 Wind Ridge Dr 87120
Clyde Wheeler – 3209 Lazy Day Dr. SW 87121
Martin Eckert – 915 Locust SE
Kathy Korte – 8012 Rancho Quieto Ct. NW 87120
Thomas Borst – 1908 Selway Pl NW 87120
Art Retberg – 9732 Summer Shower Pl NW 87120
Laura Horton – 7224 Cascada Rd NW 87114
Jerry Worrall – 1039 Pinatubo Pl NW 87120
Holly Womack – 1344 Wind Ridge Dr NW 87120
Dan Serrano – 4409 Atherton Way NW 87120
Leroy Chavez – 227 Hwy 314 Los Lunas NM 87031
Vic Segura – 8612 Warm Springs Rd NW 87120
Linda Simmons – 1608 Gale Ct NW 87120
Vincent Benham – 9601 Storm Cloud NW 87120
Julius Sadilek – 8608 Warm Springs Rd NW 87120
Charles Colarusso – 2319 Wildstream St. NW 87120
Anthony Segura – 2000 Selway Pl NW 87120
Jennifer Pelletier – 9200 Stormcloud Ave NW 87120
April Arviso – 7809 Golden Spike Dr. NW 87120
Donovan Olvera – 9600 Stormcloud Dr NW 87120
Ruth Olivarez – 1344 Wind Ridge Dr. NW 87120
Scott Howell, City Real Estate Office
Marilyn Maldonado
File

DEVELOPMENT REVIEW BOARD SUPPLEMENTAL SUBMITTAL

TO: PROJECT NO. 1008793

X 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: Aug 31, 2011

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: Parcels C-1, C-2, C-3, D-1, Westland North

We are resubmitting copies of the revised plat. Revisions are:

(1) Addition of the note regarding View Area.
(2) APS signature block.

CONTACT NAME: James Topmiller

TELEPHONE: 823-1000 EMAIL: jtopmiller@bhinc.com

City of Albuquerque

DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

SUBDIVISION
- ___ Major Subdivision action
- X Minor Subdivision action
- X Vacation
- X Variance (Non-Zoning)

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

STORM DRAINAGE (Form D)
- ___ Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING
- ___ Annexation
  - ___ County Submittal
  - ___ EPC Submittal
- V ___ Zone Map Amendment (Establish or Change Zoning)
- 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, Zoning Board of Appeals

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

APPLICATION INFORMATION:

Professional/Agent (if any): BOHANNAN HUSTON INC PHONE: 505.823.1000
ADDRESS: 7500 JEFFERSON NE FAX: 505.798.7988
CITY: ALBUQUERQUE STATE NM ZIP 87109 E-MAIL: jtopmiller@bhinc.com

APPLICANT: Western Albuquerque Land Holdings c/o Garrett Real Estate Dev(Jeff Garrett) PHONE: 602.427.4064
ADDRESS: 3131 Camelback Road, Ste. 200 FAX:
CITY: Phoenix STATE AZ ZIP 85016 E-MAIL:
Proprietary interest in site: Owner List all owners:

DESCRIPTION OF REQUEST: Preliminary/Final Plat, Vacation of Public and Private easements, "Bulk Land" Infrastructure Variance

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

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

Lot or Tract No. PARCELS C and D Block: Unit:
Subdiv/Addn/TBKA: WESTLAND NORTH
Existing Zoning: PARCEL C-SU-2 FOR ~~TOWN CENTER~~ VILLAGE PARCEL D Proposed zoning: ~~PARCEL C-SU-2 FOR~~ TOWN CENTER, PARCEL D-SU2, R-2 MRGCD Map No
Zone Atlas page(s): J7,8 AND K7,8 UPC Code: 100805811026930101, 100805822713230201

CASE HISTORY:
List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_,Z_, V_, S_, etc.): 1008793, 11DRB-70110

CASE INFORMATION:
Within city limits? X Yes Within 1000FT of a landfill? NO
No. of existing lots: 2 No. of proposed lots: 4 Total area of site (acres): 340.4559
LOCATION OF PROPERTY BY STREETS: On or Near: ARROYO VISTA NE
Between: HIGH MESA ST and LADERA DRIVE NW

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

SIGNATURE DATE July 22, 2011
(Print) JAMES TOPMILLER Applicant: ☐ Agent: ☒

FOR OFFICIAL USE ONLY Form revised 4/07

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

Application case numbers	Action	S.F.	Fees
11DRB - - 70203	VPE		$ 1,035.00
- -	ADV		$ 75.00
- -	CMF		$ 20.00
- - 70206	VPR		$ 600.00
- - 70207	BLV		$ 145.00
- - 70208	P&F		$ 355.00
		Total	$ 2,230.00

Hearing date Aug. 17, 2011

7-22-11
Planner signature / date

Project # 1008793

FORM V: SUBDIVISION VARIANCES & VACATIONS

☒ **BULK LAND VARIANCE (DRB04)** **(PUBLIC HEARING CASE)**

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

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

☒ **VACATION OF PUBLIC EASEMENT (DRB27)** - 3
☒ **VACATION OF PUBLIC RIGHT-OF-WAY (DRB28)** - 2

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

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

☐ **SIDEWALK VARIANCE (DRB20)**
☐ **SIDEWALK WAIVER (DRB21)**

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

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

☐ **SUBDIVISION DESIGN VARIANCE FROM MINIMUM DPM STANDARDS (DRB25)**

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

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

☐ **TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION (DRB19)**
☐ **EXTENSION OF THE SIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION (DRB07)**

__ Drawing showing the sidewalks subject to the proposed deferral or extension (not to exceed 8.5" by 14") **6 copies**
__ Zone Atlas map with the entire property(ies) clearly outlined
__ Letter briefly describing, explaining, and justifying the deferral or extension
__ List any original and/or related file numbers on the cover application

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

☐ **VACATION OF PRIVATE EASEMENT (DRB26)**
☐ **VACATION OF RECORDED PLAT (DRB29)**

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

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

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

James Topmiller
Applicant name (print)

Applicant signature / date

Form revised 4/07

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

Application case numbers
11DRB - - 70203
11DRB - - 70206
11DRB - - 70207

7-22-11
Planner signature / date

Project # 1008793

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.**

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

James Topmiller
Applicant name (print)

Applicant signature / date

Form revised **October 2007**

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

Application case numbers
11DRB - - 70208
- -
- -

7-22-11
Planner signature / date

Project # 1008793

SIGN POSTING AGREEMENT

REQUIREMENTS

POSTING SIGNS ANNOUNCING PUBLIC HEARINGS

All persons making application to the City under the requirements and procedures established by the City Zoning Code or Subdivision Ordinance are responsible for the posting and maintaining of one or more signs on the property which the application describes. Vacations of public rights-of-way (if the way has been in use) also require signs. Waterproof signs are provided at the time of application. If the application is mailed, you must still stop at the Development Services Front Counter to pick up the sign.

The applicant is responsible for ensuring that the signs remain posted throughout the 15-day period prior to public hearing. Failure to maintain the signs during this entire period may be cause for deferral or denial of the application. Replacement signs for those lost or damaged are available from the Development Services Front Counter at a charge of $3.75 each.

1. LOCATION

   A. The sign shall be conspicuously located. It shall be located within twenty feet of the public sidewalk (or edge of public street). Staff may indicate a specific location.
   B. The face of the sign shall be parallel to the street, and the bottom of the sign shall be at least two feet from the ground.
   C. No barrier shall prevent a person from coming within five feet of the sign to read it.

2. NUMBER

   A. One sign shall be posted on each paved street frontage. Signs may be required on unpaved street frontages.
   B. If the land does not abut a public street, then, in addition to a sign placed on the property, a sign shall be placed on and at the edge of the public right-of-way of the nearest paved City street. Such a sign must direct readers toward the subject property by an arrow and an indication of distance.

3. PHYSICAL POSTING

   A. A heavy stake with two crossbars or a full plywood backing works best to keep the sign in place, especially during high winds.
   B. Large headed nails or staples are best for attaching signs to a post or backing; the sign tears out less easily.

4. TIME

Signs must be posted from August 2, 2011 To August 17, 2011

5. REMOVAL

   A. The sign is not to be removed before the initial hearing on the request.
   B. The sign should be removed within five (5) days after the initial hearing.

I have read this sheet and discussed it with the Development Services Front Counter Staff. I understand (A) my obligation to keep the sign(s) posted for (15) days and (B) where the sign(s) are to be located. I am being given a copy of this sheet.

(Applicant or Agent) 7-22-11 (Date)

I issued 2 signs for this application, 7-22-11 (Date) (Staff Member)

DRB PROJECT NUMBER: 1000793

Rev. 1/11/05

June 4, 2011

Garrett Development Corporation
3131 Camelback Road, Suite 200
Phoenix, Arizona 85016
Phone: 480-236-5059

Re: DRB Submittals for Tract N, Watershed Subdivision, and Tracts C, D, Westland Plat

To Whom It May Concern,

I hereby authorize Bohannan Huston, Inc. staff to act as our agent in all matters associated with the Vacation Actions, Variance Requests, Preliminary and Final Plats and/or Site Plan for Subdivision applications for the above referenced subject project.

Sincerely,

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

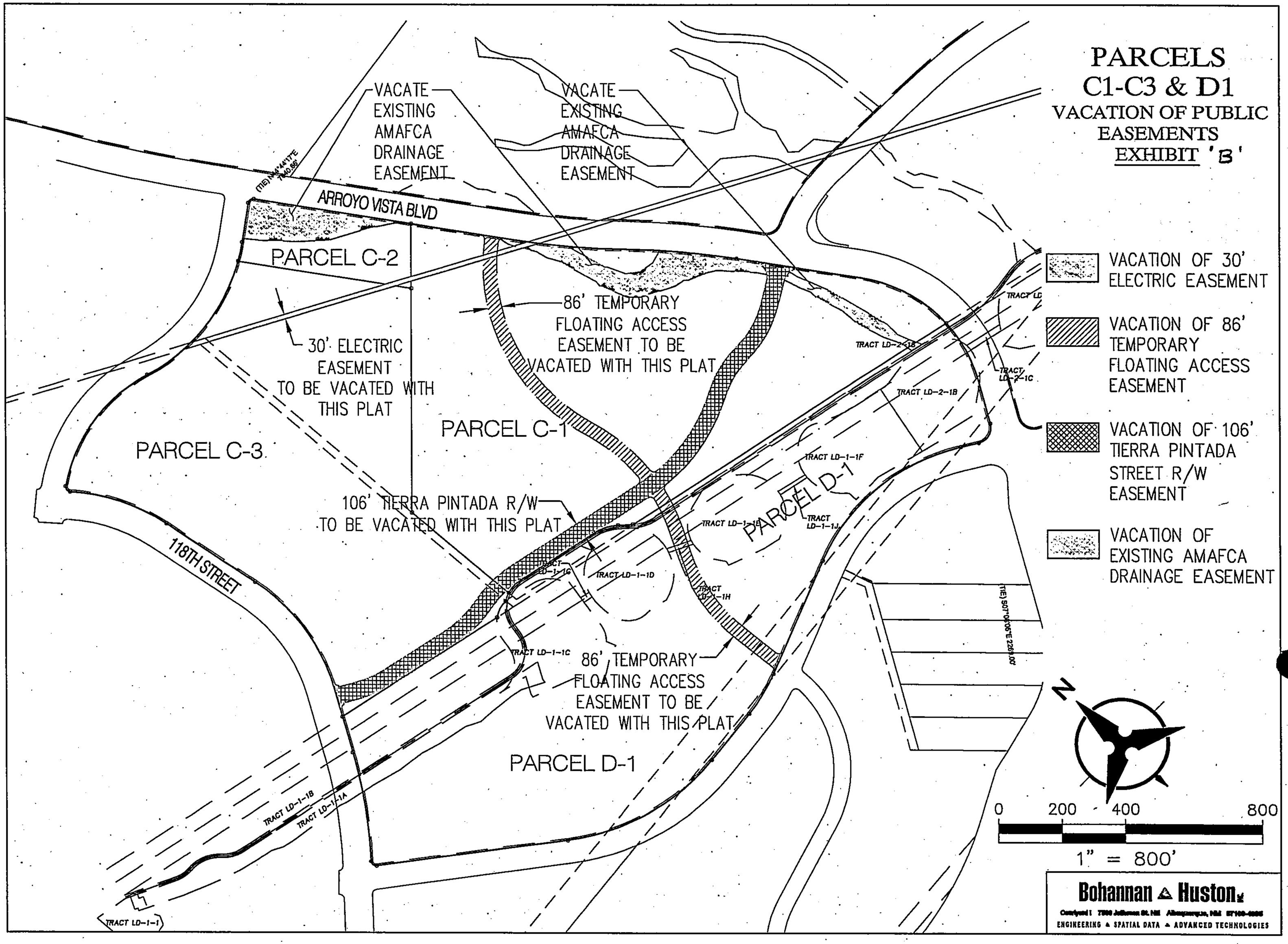
By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By _____ Date: 6/7/2011
Name: Mark Wuest
Title: Vice President

PARCELS C1-C3 & D1

VACATION OF PUBLIC EASEMENTS

EXHIBIT 'B'



Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

July 22, 2011

Mr. Jack Cloud, DRB Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

Re: **Parcels C & D, Westland North Subdivision**
Minor Subdivision, Vacation of Public ROW and Easements, Bulk Land Variance Request (DRB 1008793)

Dear Mr. Cloud:

Enclosed for Development Review Board (DRB) preliminary plat review and comment are copies of the following information:

- Application for Development Review
- Cover letter w/Justifications for Variances and Vacations
- Detailed traffic engineering justification for the vacation of Tierra Pintada ROW
- Twenty-four (24) copies of each of the Preliminary/Final Plat
- Twenty-four (24) copies of the Vacation Action Exhibit
- Twenty-four (24) copies of the documents which created the original easements
- Certificate of No Effect
- Letter from the Office of Neighborhood Coordination
- Zone Atlas Map with the entire property outlined.
- Submittal Fees

This plat and accompanying requests are being presented to the Development Review Board for the purpose of obtaining City review and approval. The submittal and application is a proposed re-subdivision of Parcels C and D, Westland North. We are requesting a minor subdivision review, and bulk land variance review. Additionally, we are seeking vacation actions for the Tierra Pintada ROW as well as existing access and utility easements.

A Memorandum of Understanding (MOU) is being prepared to memorialize key provisions of the APS agreements with the City for development of the property. This MOU may address platting, infrastructure and understandings for development schedules and engineering studies.

The platting is in preparation for APS development of Parcel C-1 in the near term as an athletic and recreational facility site, including a stadium use. Parcel C-2 (10.15 acres) is the areal equivalent of the vacated area of Tierra Pintada, making this essentially a land swap (roadway ROW for public park land). The parcel is to be separately deeded as a City park, but is not proposed for imminent park development. The remaining tracts are not proposed nor anticipated for development in the near future, and are anticipated to be subject to future DRB review process. A major portion of parcel C-3 is under early consideration by City Parks for a regional park site.

Bulk Land Variance- Justification

We are seeking an infrastructure waiver or variance for Parcels C-1, C-2, C-3 & D-1. Tract C-1 will be subject to the aforementioned MOU. The other tracts are not proposed for imminent development, and are subject to future DRB process when developed.

Vacation Actions- Justification

We are seeking vacation of the following ROW's and/or easements:

- Tierra Pintada Street ROW, adjacent to Parcel C. Current projected vehicular v/c ratios for this roadway stretch are extremely low in the original master plan. Further, given the proposed athletic complex use, average daily vehicle trips from this property will be further significantly reduced, please see the separately attached detailed traffic engineer justification for further information.
- Existing 86' Wide Temporary Floating Access Easement, across Parcels C and D. Justification is similar to the Tierra Pintada justification above, plus given the proposed athletic complex use, average daily vehicle trips from this property will be significantly reduced, making the easement unnecessary for adequate transportation network in the vicinity of the property. Additionally, the vacation is critical for efficient site planning of the proposed athletic complex. Please also see the separately attached detailed traffic engineer justification for further information
- Existing 30' Wide Electric Easement. This easement is already released by the power company in 2002, and this request seeks only to formally vacate by platting/vacation action.
- AMAFCA Drainage Easements. After consultation and agreements with AMAFCA, vacation of these easements is being requested in accordance with planned upstream work to divert flow from these easements.

Please place this item on the DRB Agenda to be heard on August 17, 2011. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,

James R. Topmiller, P.E.
Senior Vice President
Community Development & Planning

JRT/tms
Enclosures

cc: Jeff Garrett, WALH
Martin Eckert, APS
Jim Strozier, Consensus Planning

Justification for Vacation of Tierra Pintada ROW and 86' Temporary Access Easement

Parcels C and D, Westland North Plat

Introduction and Purpose

Proposed development and bulk land waiver platting of Parcels C and D of the Westland North plat has caused a request to vacate the existing City ROW of Tierra Pintada across the south frontage of Parcel C, and to vacate the existing 86' wide temporary access easement across the mid-section of Parcels C and D. The justification of this request is organized as follows:

1. Existing traffic models of future volumes show low v/c ratios.
2. With the proposed land use of the parcels, ie, an APS athletic and recreational complex and a proposed City regional park site, there will be significant reductions from the daily and peak hour traffic volumes shown in the existing traffic model (w/existing master plan land uses).
3. Internal private road/drive systems will readily replace the existing fixed or semi-fixed alignments of Tierra Pintada and the 86' access easement.

The use of COG traffic model-derived v/c data from the Master Plan traffic studies preclude the need to re-model the roadway network for this discussion.

Please recognize that the justification(s) presented below in more detail apply to both the vacation request of both Tierra Pintada and the 86' wide access easement.

Volume/Capacity Review of the Existing/Proposed Street Network

Strong support for the vacation of Tierra Pintada, south of Arroyo Vista, comes from analysis conducted for the November 6, 2007 ***Transportation Re-Evaluation Study of the Roadway Network for the Westland Sector Plan Amendment Town Center Re-Location Project# 1000570*** that moved the Town Center uses closer to the Interstate. This project (R-08-58) was approved by the City Council June 2, 2008.

This study focused on the Westland North Master Plan area. The applicable figure from that study is attached. It included a detailed emme/2 modeling analysis of 2015 and 2030 levels of development for the Master Plan area. It found that Tierra Pintada had volume-to-capacity (v/c) ratios ,for this section of Tierra Pintada within the Master Plan/Town Center planned levels of development, ranged from 0.19 to

0.47. This indicates that even with the Master Plan levels of development, there was significant excess capacity on this stretch of Tierra Pintada. As demonstrated in the next section, the trip generation for the area that would use Tierra Pintada has been reduced by over 98% indicates that this stretch of Tierra Pintada is not required for circulation.

Streets south of and parallel to Tierra Pintada, such as Ladera Drive and future Town Center Drive, have v/c ratios that have v/c ratios at 0.62 – 0.72. These large 4-lane arterial boulevards will carry the bulk of traffic in the Town Center area and are not expected to have significant changes due to the vacation of Tierra Pintada.

Other large arterial boulevards that serve the Town Center area, such as 98th Street/Arroyo Vista and future 118th Street are also expected to benefit from the reduction in trips from the change in land use. These arterials too have excess capacity as shown by their v/c ratios, even prior to the trip reductions of the proposed land use. Arroyo Vista, north of I-40 is shown to operate at v/c ratios of 0.8 – 0.9. 118th Street (as an interchange) is also shown to operate with a similar v/c ratio near I-40 (0.58 – 0.87). However, the v/c ratios for both of these roadways drop significantly north of Town Center Drive and Ladera.

Lastly, the north-south streets shown in Parcel C and D in the attached exhibit, including the street that represents the 86' wide temporary access easement, which streets connect the vacated portion of Tierra Pintada to Arroyo Vista and Ladera Drive, are shown to have v/c ratios under 0.10 with only one reach showing 0.18. This indicates lower usage of these roadways in the 2030 Master Plan development scenario.

In summary, due to the low v/c ratios forecast for the extension of Tierra Pintada under Master Plan levels of development, and the low v/c ratios of streets that connect to the extension of Tierra Pintada, as well as the availability of the large arterial Ladera and Town Center Drive to service the Master Plan area, it is considered appropriate that the vacation be approved.

Daily Trip Generation Comparisons

Another major justification point for the vacation of Tierra Pintada and the 86' access easement is the significant reduction in traffic made possible by the proposed land uses (APS recreational site and

regional park) when compared to the trips generated by the current approved master plan land uses (commercial and residential).

As a result of the construction of the City Regional Park and APS Recreational Complex, the daily trips for these parcels will be reduced significantly, and most events are happening on late Friday evenings and Saturdays. Further, both the City Park and APS Complex will not have significant everyday activities during the peak commuting hours. Activities at both locations expected to be off-peak and on weekends when traffic volumes are generally much lower than during the peak hours. Indeed, the peak hour trip component of both facilities is expected to be relatively small.

A comparison of the expected daily traffic for each site is listed below, along with two estimates of trip generation for the possible Master Plan land uses for the same area (we'll use the Recreational Site and the regional park site area).

Land Use	Size	Daily Trips
Proposed Land Use		
City regional park	81 acres	189
Recreational Site/Stadium	110 acres	60
Total	191 acres	249
Existing Master Plan Land Use Alternative #1		
All Residential	191 acres (1528 DU's)	12,586
Existing Master Plan Land Use Alternative #2		
85% Residential	162 acres (1296 DU's)	10,817
15% Commercial	29 acres (315,810 sf)	13,427
Total	191 acres	24,244
Difference with All Residential Use (Alt #1)		12,337 trip decrease
Difference with Mixed Use (Alt #2)		23,995 trip decrease

It can be seen from the table that there will be a significant reduction is daily trips with the change in use of the sites.

In summary, the total daily trips decrease anywhere from 12,337 to 23,995 trips per day, or in the best case, an over 98% reduction in daily trips. A comparable reduction in peak hour trips is expected , due to operation and scheduling of events at the Stadium and park compared to the typical peak hour.

Internal Drives and Circulation

The nature of the proposed use (large recreation site) anticipates that a well thought out site circulation plan (and City permit review will be involved) will be available onsite for the users of the APS Recreation Site. This internal drive system will adequately replace the vacated Tierra Pintada and 86' access easement.

Conclusion

The above justification provides evidence that the proposed vacation of Tierra Pintada and the existing 86' wide temporary access easement is acceptable.

2030 PM V/C

Bohannan ▲ Huston INC.

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

Figure 4

2030 PM V/C

- Acceptable V/C = 0 - 0.89
- Approaching Capacity V/C = 0.9 - 0.99
- Over Capacity V/C = 1.0 - 1.09
- Severely Congested V/C = 1.1 and Above

2030 PM V/C

Bohannan ▲ Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

Figure 4

2030 PM V/C

Acceptable V/C = 0 - 0.89

Approaching Capacity V/C = 0.9 - 0.99

Over Capacity V/C = 1.0 - 1.09

Severely Congested V/C = 1.1 and Above

City of Albuquerque

P.O. Box 1293 Albuquerque, New Mexico 87103

Planning Department

Deborah Stover, Director

Richard J. Berry, Mayor **Robert J. Perry, CAO**

May 5, 2011

SUBJECT: ALBUQUERQUE ARCHAEOLOGICAL ORDINANCE—Compliance Documentation
Project Number(s):
Case Number(s):
Agent: **Bohannan Huston Inc.**
Applicant: **Western Albuquerque Land Holdings LLC**
Legal Description: **Parcels C & D, Westland North**
Zoning: **SU**
Acreage: **340 acres**
Zone Atlas Page: **J-7, J-8, K-7, K-8**

CERTIFICATE OF NO EFFECT: Yes _____ No _____

***PROVISIONAL* CERTIFICATE OF APPROVAL: Yes __X__ No _____**

TREATMENT PLAN REVIEW: Pending issuance of final survey report by Office of Contract Archeology, University of New Mexico

SUPPORTING DOCUMENTATION: Pending issuance of final survey report by Office of Contract Archeology, University of New Mexico

SITE VISIT: April 29, 2011

RECOMMENDATION(S):

- ***PROVISIONAL CERTIFICATE OF APPROVAL IS ISSUED (ref O-07-72 Section 4C(1), preservation plan required).***

- ***CERTIFICATE of APPROVAL ISSUED for submittal of preliminary platting purposes only. Final Certificate of Approval pending submittal of survey reports, determinations of site eligibility, and data recovery/site treatment plans.***

SUBMITTED:
Matthew Schmader, PhD
Superintendent, Open Space Division, City Archaeologist

PARCEL D (16)

PUBLIC SERVICE COMPANY OF NEW MEXICO
EASEMENT

THIS INDENTURE made this 16th day of AUGUST, 20 02 by and between

Westland Development Co., Inc., a New Mexico corporation

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation for its Electric Services Division (Grantee), its successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar ($1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee, its successors and assigns, a perpetual easement to build, rebuild, construct, reconstruct, locate relocate, change, remove, modify, renew, operate, and maintain overhead and/or underground facilities for the transmission and distribution of electric power and energy facilities for Grantee's internal communication purposes, or either of, any or all such purposes, including lines, poles, guy wires, conduits, and other equipment, fixtures and structures necessary to maintain such facilities on, over, beneath and across the easement hereinafter described, together with free access to, from, and over said easement, ~~with the right and privilege of going upon, over and across adjoining lands of Grantor~~ for the purposes set forth herein and with the right to utilize the easement to extend services to customers of Grantee, and to trim and remove any trees, shrubs or bushes which interfere with the purpose set forth herein. The easement granted herein is within lands situate in BERNALILLO County, New Mexico, and is more particularly described as follows, to wit:

PNM Project No. R2991-BW115kV

A 30' and 50' easement within PARCEL I, PARCEL D and PARCEL C, of Plat of the Bulk Land Plat of WESTLAND NORTH situate in Section 16, 17 and 18, T.10N., R.2E., N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County in Plat Book 2000C, Page 316, Document No. 2000127146 on December 27, 2000 and being more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof.

Except for surface maintenance violations (i.e. trash and/or litter) caused by Grantor, Grantee shall be responsible for reasonable maintenance of the surface of said easement only at such time when mandated in writing by a governmental agency pursuant to applicable governmental ordinances. In the event Grantor grants right of use for structures and/or improvements in this easement corridor to other user(s), then Grantee's surface maintenance responsibility shall become the burden of the new user(s).

Subject to any easements, restrictions or encumbrances of record.

Grantor hereby covenants that Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, provided that Grantor shall not erect nor construct any building, pool, or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates clearance provisions of the National Electrical Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantees shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantee.

WITNESS its hand ---------- and seal ---------- this 16th day of August, 20 02

Barbara Page (SEAL) _____ (SEAL)
President & CEO

_____ (SEAL) _____ (SEAL)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____

By _____

My commission expires:

(Seal)

_____
Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on

AUGUST 16, 20 02.

By BARBARA PAGE, PRESIDENT & CEO
(Name of Officer) (Title of Officer)

of Westland Development Co., Inc.
(Corporation Acknowledgment)

a New Mexico corporation, on behalf of said corporation.
(State of Incorporation)

My commission expires:
(Seal)

Linda J. Blair
Notary Public

My Commission Expires 8/5/05

PNM 470 8/94

FOR RECORDER'S USE ONLY

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Mary Herrera Bern. Co. EASE R 13.00

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BER

EXHIBIT "A"

PNM Project No. R2991-BW115kV

A thirty (30) foot and fifty (50) foot wide easement within PARCEL I, PARCEL D and PARCEL C, of Plat of the Bulk Land Plat of WESTLAND NORTH situate in Section 16, 17 and 18, T.10N., R.2E., N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County in Plat Book 2000C, Page 316, Document No. 2000127146 on December 27, 2000 and being more particularly described as follows and depicted on Exhibit "B", attached hereto and made a part hereof:

An easement fifty (50) feet wide beginning at a point (marked by a steel utility pole) within Parcel I and a point within an existing two-hundred (200) foot wide El Paso Electric easement and a point at the center of an existing thirty (30) foot wide PNM Electric easement (previously Plains Electric easement): whence for a Tie, a Petroglyph National Monument brass cap being angle point No. 18, bears S.86°58'20"W. a distance of 3955.23 feet; Running thence as a fifty (50) foot wide easement being twenty-five (25) feet on both sides of the following described centerline:

S.38°39'54"W. a distance of 1844.94 feet to an angle point (marked by a steel utility pole) and this portion of easement lying within an existing 200' easement; Thence continuing as a thirty (30) foot wide easement parallel and adjacent to an existing one-hundred (100) foot wide El Paso Electric Company easement being twenty-five (25) feet to the right and five (5) feet to the left of the following described centerline:

S.56°45'32"W. a distance of 4856.22 feet to an angle point (marked by a steel utility pole), said portion of easement crossing over Parcel I and Parcel D; Thence continuing as a fifty (50) foot wide easement being twenty-five (25) feet on both sides of the following described centerline:

N.49°30'37"W. a distance of 2612.43 feet to an angle point (marked by a steel utility pole), said portion of easement crossing over Parcel D and Parcel C and Ending said easement at the center point of an existing thirty (30) foot wide PNM Electric easement; whence for a Tie, a Petroglyph National Monument brass cap being angle point No. 19, bears N.32°34'34"E. a distance of 2620.09 feet.

Excepting from the above-described easement the area within the Arroyo Vista Boulevard and Tierra Pintada Street right of ways as dedicated to the City of Albuquerque by said Bulk Land Plat of WESTLAND NORTH.

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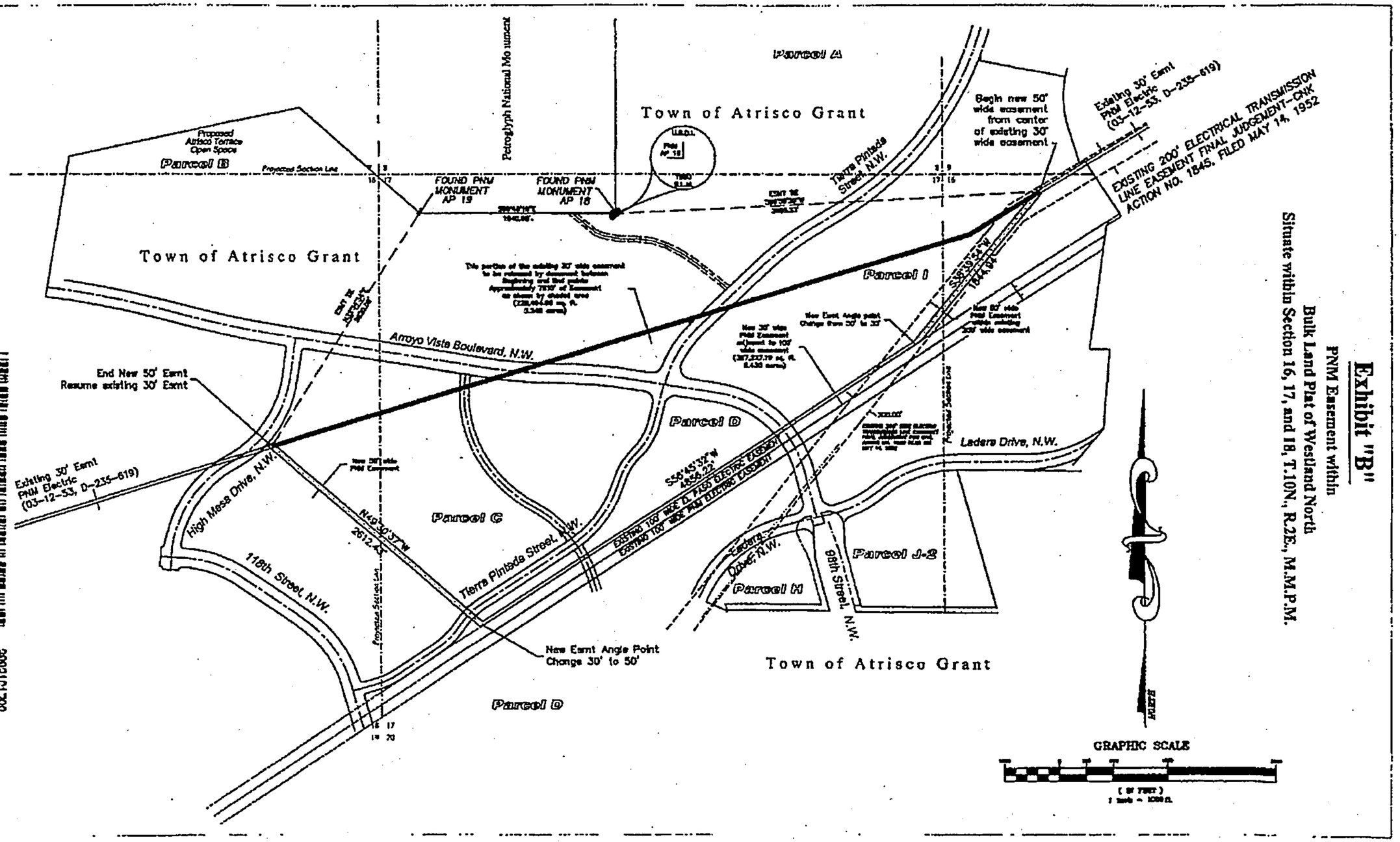

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PARCEL D

PNM Project #R2991

17

PUBLIC SERVICE COMPANY OF NEW MEXICO
FOR IT'S ELECTRIC SERVICES DIVISION
WAIVER AND RELEASE OF EASEMENT

PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), a New Mexico corporation, for it's Electric Services Division, does hereby release, waive, quitclaim and discharge its right title and interest to the present owner or owners, as their interests may appear in the property described below. The interest of PNM in such property was created by that certain Easement or Grant of Right of Way recorded in Bernalillo County, in Book D235, page(s) 619, (Document No. _____). As to all property covered by such Easement or Grant of Right of Way which is not specifically described herein, the right, title and interest of Public Service Company of New Mexico shall not be affected by this release.

The easement (or portion thereof) being released is described as lying and being in Bernalillo County, New Mexico, and described more fully as:

A portion of an easement within PARCEL I, PARCEL D and PARCEL C, of Plat of the Bulk Land Plat of WESTLAND NORTH situate in Section 16, 17 and 18, T.10N., R.2E., N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County in Plat Book 2000C, Page 316, Document No. 2000127146 on December 27, 2000 and being more particularly described as follows:

An easement thirty (30) feet wide being fifteen (15) feet on each side of the following described centerline:

Beginning at a point within said Parcel I, whence for a Tie, a Petroglyph National Monument brass cap being angle point No. 18, bears S.86°58'20"W. a distance of 3955.23 feet; Running thence as a thirty (30) foot wide easement

S.57°44'51"W. a distance of 754.92 feet to an angle point; thence
S.73°00'00"W., 6861.55 feet to the end of easement; whence for a Tie, a Petroglyph National Monument brass cap being angle point No. 19, bears N.32°34'34"E. a distance of 2620.09 feet.

Mary Herrera Bern. Co. REL R 8.00

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IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 6th day of DECEMBER, 20 02

PUBLIC SERVICE COMPANY OF NEW MEXICO

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on

December 6th, 20 02

By

ROB ROBERTS, MANAGER, RIGHT OF WAY DEPT.,

of Public Service Company of New Mexico, a corporation, on behalf of said corporation.

My commission expires:
(Seal) October 15, 2004

Notary Public

FOR RECORDER'S USE ONLY

PNM REFERENCE NUMBER

PNM 23 2/94

NOTICE TO APPLICANTS - SUGGESTED INFORMATION FOR NEIGHBORHOOD NOTIFICATION LETTERS

Applicants for Zone Change, Site Plan, Sector Development Plan approval or an amendment to a Sector Development Plan by the EPC, DRB, etc. are required under Council Bill O-92 to notify **ALL AFFECTED NEIGHBORHOOD AND/OR HOMEOWNER ASSOCIATIONS PRIOR TO FILING THE APPLICATION TO THE PLANNING DEPARTMENT.** Because the purpose of the notification is to ensure communication as a means of identifying and resolving problems early, it is essential that the notification be fully informative.

WE RECOMMEND THAT THE NOTIFICATION LETTER INCLUDE THE FOLLOWING INFORMATION:

1. The street address of the subject property.
2. The legal description of the property, including lot or tract number (if any), block number (if any), and name of the subdivision.
3. A physical description of the location, referenced to streets and existing land uses.
4. A complete description of the actions requested of the EPC:
   a) If a **ZONE CHANGE OR ANNEXATION**, the name of the existing zone category and primary uses and the name of the proposed category and primary uses *(i.e., "from the R-T Townhouse zone, to the C-2 Community Commercial zone")*.
   b) If a **SITE DEVELOPMENT OR MASTER DEVELOPMENT PLAN** approval or amendments describe the physical nature of the proposal *(i.e., "an amendment to the approved plan to allow a drive-through restaurant to be located just east of the main shopping center entrance off Montgomery Blvd.")*.
   c) If a **SECTOR DEVELOPMENT PLAN OR PLAN AMENDMENT** a general description of the plan area plan concept, the mix of zoning and land use categories proposed and description of major features such as location of significant shopping centers, employment centers, parks and other public facilities.
5. The name, address and telephone number of the applicant and of the agent *(if any)*. In particular the name of an individual contact person will be helpful so that neighborhood and/or homeowner associations may contact someone with questions or comments.

INFORMATION FROM THE OFFICE OF NEIGHBORHOOD COORDINATION

The following information should always be in <u>each</u> application packet that you submit for an EPC or DRB application. Listed below is a "Checklist" of the items needed.

[X] ONC's "Official" Letter to the applicant *(if there are associations)*. A copy must be submitted with application packet -OR-

[ ] The ONC "Official" Letter *(if there are no associations)*. A copy must be submitted with application packet.

[X] Copies of Letters to Neighborhood and/or Homeowner Associations *(if there are associations)*. A copy must be submitted with application packet.

[X] Copies of the certified receipts to Neighborhood and/or Homeowner Associations *(if there are associations)*. A copy must be submitted with application packet.

***Just a reminder* - Our ONC "Official" Letter is only valid for a one (1) month period and if you haven't submitted your application by this date, you will need to get an updated letter from our office.**

* *

(Below this line for ONC use only)

Date of Inquiry: 7/21/11 Time Entered: 9:45 Am ONC Rep. Initials: [illegible]

City of Albuquerque

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

Date: 7-21-2011

TO CONTACT NAME: Becky Chauna
COMPANY/AGENCY: Bohannon Huston - Inc.
ADDRESS/ZIP: 7600 Jefferson St. 87109
PHONE/FAX #: 823-1000 798-7988

Thank you for your inquiry of 7/21/11 (date) requesting the names of **ALL Affected Neighborhood and/or Homeowner Associations** who would be affected under the provisions of O-92 by your proposed project at Arroyo Vista Blvd. N.W.

zone map page(s) J-7-8/K-7-8/H-8-9

Our records indicate that the **Affected Neighborhood and/or Homeowner Associations** affected by this proposal and the contact names are as follows:

Orea Volcanes

Neighborhood or Homeowner Association

Contacts: List attached

Neighborhood or Homeowner Association

Contacts:

See reverse side for additional Neighborhood and/or Homeowner Associations Information: YES { } NO {x}

Please note that according to O-92 you are required to notify each of these contact persons by ***CERTIFIED MAIL, RETURN RECEIPT REQUESTED, BEFORE*** the Planning Department will accept your application filing. ***IMPORTANT! FAILURE OF ADEQUATE NOTIFICATION MAY RESULT IN YOUR APPLICATION HEARING BEING DEFERRED FOR 30 DAYS.*** If you have any questions about the information provided, please contact our office at (505) 924-3914 or by fax at 924-3913.

Sincerely,

Patricia Montoya

OFFICE OF NEIGHBORHOOD COORDINATION

ATTENTION: *Both contacts for each Neighborhood and/or Homeowner Associations need to be notified.*

Planningnacontactformltr (02/09/11)

TRES VOLCANES N.A. (TVN) "R"
***Anthony Segura** *e-mail:* dasegura@comcast.net
2000 Selway Pl. NW/87120 263-9090 (c)
Thomas Borst *e-mail:* t0m2pat@yahoo.com
1908 Selway Pl. NW/87120 352-6563 (h)
Website: www.tresvolcanes.org **NA E-mail:** info@tresvolcanes.org

Council District: 1
County District: 1
Police Beat: 639/NW
Zone Map #: H-J-8-9

Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

July 22, 2011

Anthony Segura
2000 Selway Place NW
Albuquerque, NM 87120

Thomas Borst
1908 Selway Place NW
Albuquerque, NM 87120

Re: Parcels C & D, Westland North Subdivision
Minor Subdivision Plat Approval w/Bulk Land Variance, Vacation of Public/Private Easements & Vacation of Public Right of Ways (ROWs)- DRB Project #1008793

Dear Mr. Segura, Mr. Borst:

The City of Albuquerque's Office of Neighborhood Coordination has informed us that you are representatives of the Tres Volcanes N.A.

This letter is to advise you that Bohannan Huston, Inc., agent for Western Albuquerque Land Holdings, is submitting a minor subdivision plat request, with bulk land infrastructure variance, vacation actions of roadway and easements. This plat and accompanying requests are being presented to the Development Review Board for the purpose of obtaining City review and approval. The submittal and application is a proposed resubdivision of Parcels C and D, Westland North.

The platting is in preparation for APS development of Parcel C-1 in the near term as an athletic and recreational facility site.

Please feel free to contact me if you have any questions regarding this matter or need information as to the date and time of the public hearing.

Sincerely,

James R. Topmiller, P.E.
Senior Vice President
Community Development & Planning

JRT/tms
Enclosure

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

P:\20110349\Correspondence\Submittals\Neigh Notice Parcel C & D.doc

CERTIFIED MAIL

Bohannan ▲ Huston
Courtyard 1
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

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Thomas Borst
1908 Selway Place NW
Albuquerque, NM 87120

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1. Article Addressed to:

Thomas Borst
1908 Selway Pl NE
Albuquerque NM 87120

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A. Signature
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☐ Agent
☐ Addressee

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☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

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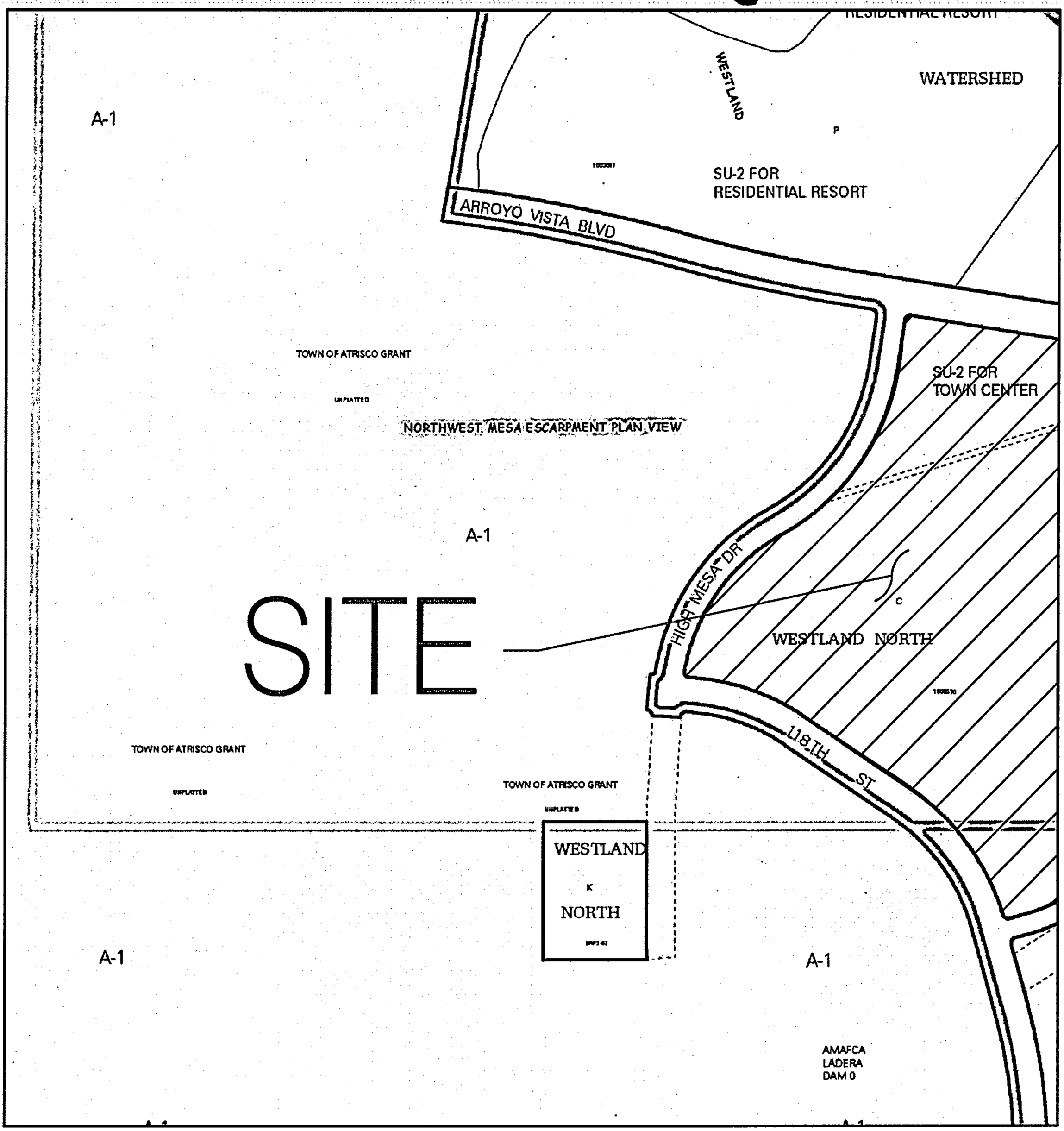
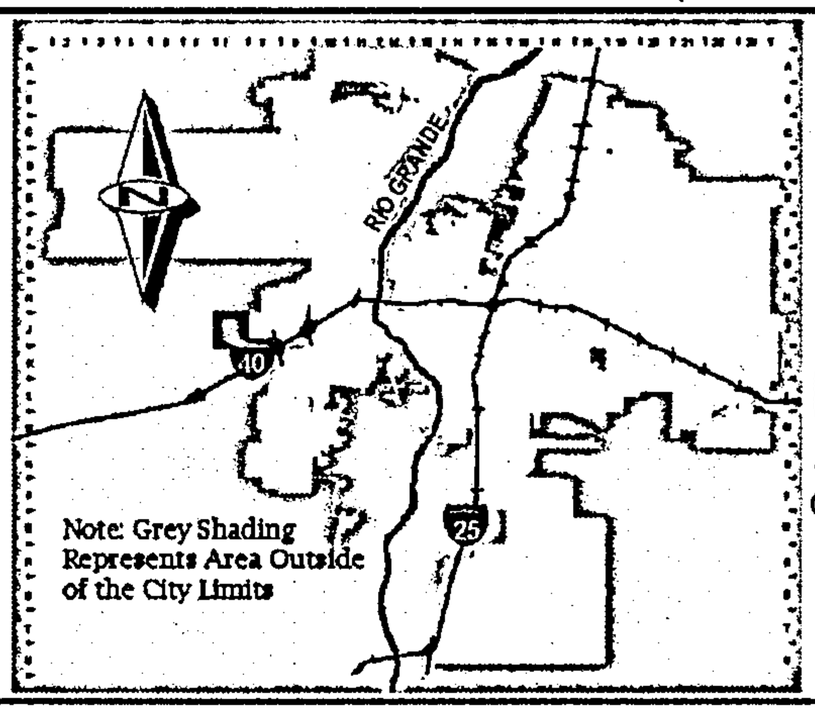


For more current information and more details visit: http://www.cabq.gov/gis

Albuquerque Geographic Information System

Map amended through: 2/4/2010



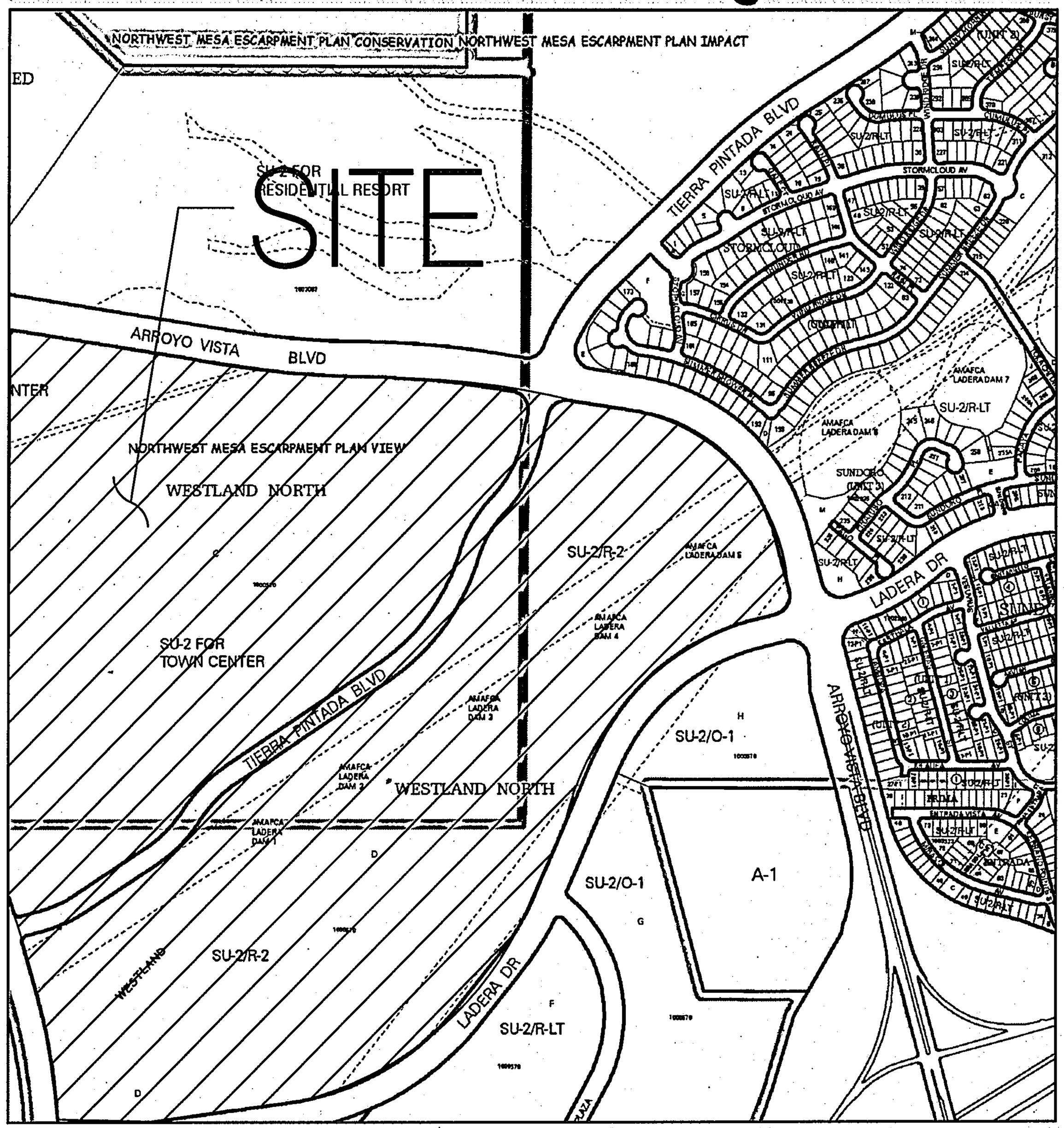
Zone Atlas Page:

J-07-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



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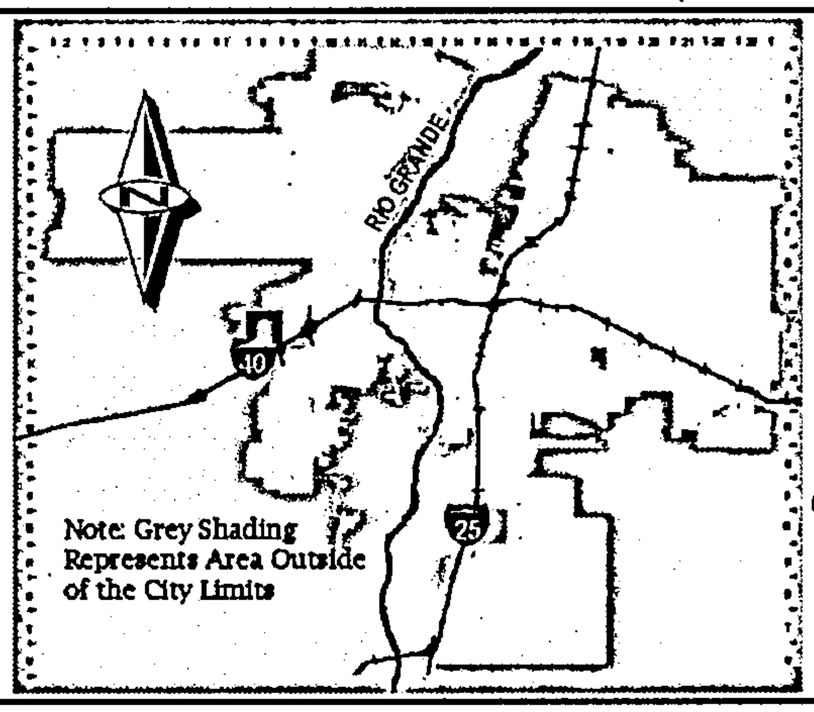
City of Albuquerque AGIS
Albuquerque Geographic Information System

Map amended through: 2/4/2010



Zone Atlas Page:

J-08-Z

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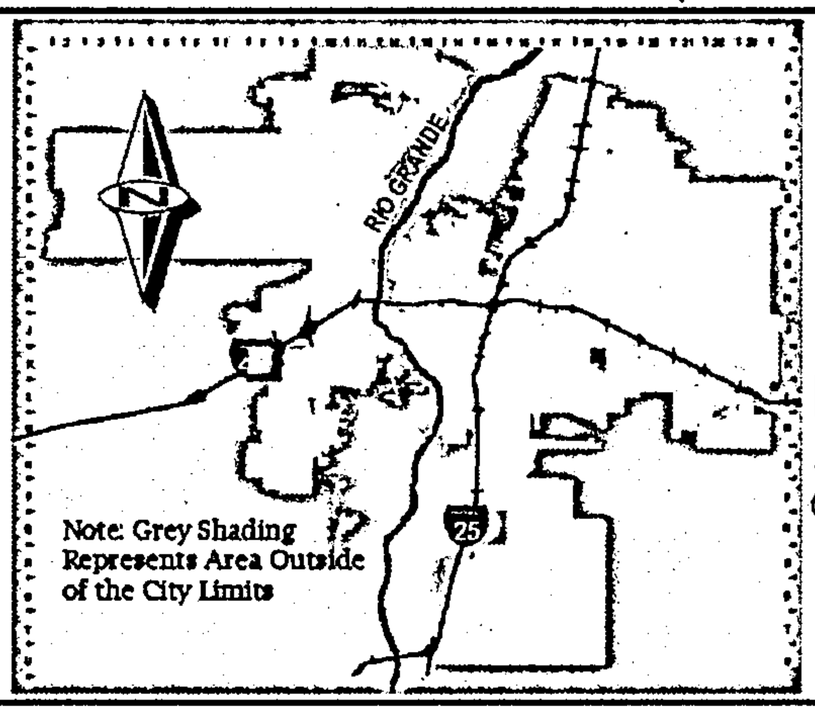

Zone Atlas Page:

K-08-Z

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0 750 1,500 Feet

Justification for Vacation of Tierra Pintada ROW and 86' Temporary Access Easement

Parcels C and D, Westland North Plat

Introduction and Purpose

Proposed development and bulk land waiver platting of Parcels C and D of the Westland North plat has caused a request to vacate the existing City ROW of Tierra Pintada across the south frontage of Parcel C, and to vacate the existing 86' wide temporary access easement across the mid-section of Parcels C and D. The justification of this request is organized as follows:

1. Existing traffic models of future volumes show low v/c ratios.
2. With the proposed land use of the parcels, ie, an APS athletic and recreational complex and a proposed City regional park site, there will be significant reductions from the daily and peak hour traffic volumes shown in the existing traffic model (w/existing master plan land uses).
3. Internal private road/drive systems will readily replace the existing fixed or semi-fixed alignments of Tierra Pintada and the 86' access easement.

The use of COG traffic model-derived v/c data from the Master Plan traffic studies preclude the need to re-model the roadway network for this discussion.

Please recognize that the justification(s) presented below in more detail apply to both the vacation request of both Tierra Pintada and the 86' wide access easement.

Volume/Capacity Review of the Existing/Proposed Street Network

Strong support for the vacation of Tierra Pintada, south of Arroyo Vista, comes from analysis conducted for the November 6, 2007 ***Transportation Re-Evaluation Study of the Roadway Network for the Westland Sector Plan Amendment Town Center Re-Location Project# 1000570*** that moved the Town Center uses closer to the Interstate. This project (R-08-58) was approved by the City Council June 2, 2008.

This study focused on the Westland North Master Plan area. The applicable figure from that study is attached. It included a detailed emme/2 modeling analysis of 2015 and 2030 levels of development for the Master Plan area. It found that Tierra Pintada had volume-to-capacity (v/c) ratios ,for this section of Tierra Pintada within the Master Plan/Town Center planned levels of development, ranged from 0.19 to

0.47. This indicates that even with the Master Plan levels of development, there was significant excess capacity on this stretch of Tierra Pintada. As demonstrated in the next section, the trip generation for the area that would use Tierra Pintada has been reduced by over 98% indicates that this stretch of Tierra Pintada is not required for circulation.

Streets south of and parallel to Tierra Pintada, such as Ladera Drive and future Town Center Drive, have v/c ratios that have v/c ratios at 0.62 – 0.72. These large 4-lane arterial boulevards will carry the bulk of traffic in the Town Center area and are not expected to have significant changes due to the vacation of Tierra Pintada.

Other large arterial boulevards that serve the Town Center area, such as 98th Street/Arroyo Vista and future 118th Street are also expected to benefit from the reduction in trips from the change in land use. These arterials too have excess capacity as shown by their v/c ratios, even prior to the trip reductions of the proposed land use. Arroyo Vista, north of I-40 is shown to operate at v/c ratios of 0.8 – 0.9. 118th Street (as an interchange) is also shown to operate with a similar v/c ratio near I-40 (0.58 – 0.87). However, the v/c ratios for both of these roadways drop significantly north of Town Center Drive and Ladera.

Lastly, the north-south streets shown in Parcel C and D in the attached exhibit, including the street that represents the 86' wide temporary access easement, which streets connect the vacated portion of Tierra Pintada to Arroyo Vista and Ladera Drive, are shown to have v/c ratios under 0.10 with only one reach showing 0.18. This indicates lower usage of these roadways in the 2030 Master Plan development scenario.

In summary, due to the low v/c ratios forecast for the extension of Tierra Pintada under Master Plan levels of development, and the low v/c ratios of streets that connect to the extension of Tierra Pintada, as well as the availability of the large arterial Ladera and Town Center Drive to service the Master Plan area, it is considered appropriate that the vacation be approved.

Daily Trip Generation Comparisons

Another major justification point for the vacation of Tierra Pintada and the 86' access easement is the significant reduction in traffic made possible by the proposed land uses (APS recreational site and

regional park) when compared to the trips generated by the current approved master plan land uses (commercial and residential).

As a result of the construction of the City Regional Park and APS Recreational Complex, the daily trips for these parcels will be reduced significantly, and most events are happening on late Friday evenings and Saturdays. Further, both the City Park and APS Complex will not have significant everyday activities during the peak commuting hours. Activities at both locations expected to be off-peak and on weekends when traffic volumes are generally much lower than during the peak hours. Indeed, the peak hour trip component of both facilities is expected to be relatively small.

A comparison of the expected daily traffic for each site is listed below, along with two estimates of trip generation for the possible Master Plan land uses for the same area (we'll use the Recreational Site and the regional park site area).

Land Use	Size	Daily Trips
Proposed Land Use		
City regional park	81 acres	189
Recreational Site/Stadium	110 acres	60
Total	191 acres	249
Existing Master Plan Land Use Alternative #1		
All Residential	191 acres (1528 DU's)	12,586
Existing Master Plan Land Use Alternative #2		
85% Residential	162 acres (1296 DU's)	10,817
15% Commercial	29 acres (315,810 sf)	13,427
Total	191 acres	24,244
Difference with All Residential Use (Alt #1)		12,337 trip decrease
Difference with Mixed Use (Alt #2)		23,995 trip decrease

It can be seen from the table that there will be a significant reduction is daily trips with the change in use of the sites.

In summary, the total daily trips decrease anywhere from 12,337 to 23,995 trips per day, or in the best case, an over 98% reduction in daily trips. A comparable reduction in peak hour trips is expected , due to operation and scheduling of events at the Stadium and park compared to the typical peak hour.

Internal Drives and Circulation

The nature of the proposed use (large recreation site) anticipates that a well thought out site circulation plan (and City permit review will be involved) will be available onsite for the users of the APS Recreation Site. This internal drive system will adequately replace the vacated Tierra Pintada and 86' access easement.

Conclusion

The above justification provides evidence that the proposed vacation of Tierra Pintada and the existing 86' wide temporary access easement is acceptable.

2030 PM V/C

Bohannan ▲ Huston INC.

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

Figure 4

2030 PM V/C

- Acceptable V/C = 0 - 0.89
- Approaching Capacity V/C = 0.9 - 0.99
- Over Capacity V/C = 1.0 - 1.09
- Severely Congested V/C = 1.1 and Above

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Bohannan Huston

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7500 Jefferson St. NE
Albuquerque, NM
87109-4335

91 7108 2133 3935 6709 4166

UNITED STATES POSTAGE
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Thomas Borst
1908 Selway Place NW
Albuquerque, NM 87120

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1. Article Addressed to:

Thomas Burst
1908 Selway Pl NW
Albuquerque NM 87120

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

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If YES, enter delivery address below: ☐ No

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☒ Certified Mail ☐ Express Mail
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4. Restricted Delivery? *(Extra Fee)* ☐ Yes

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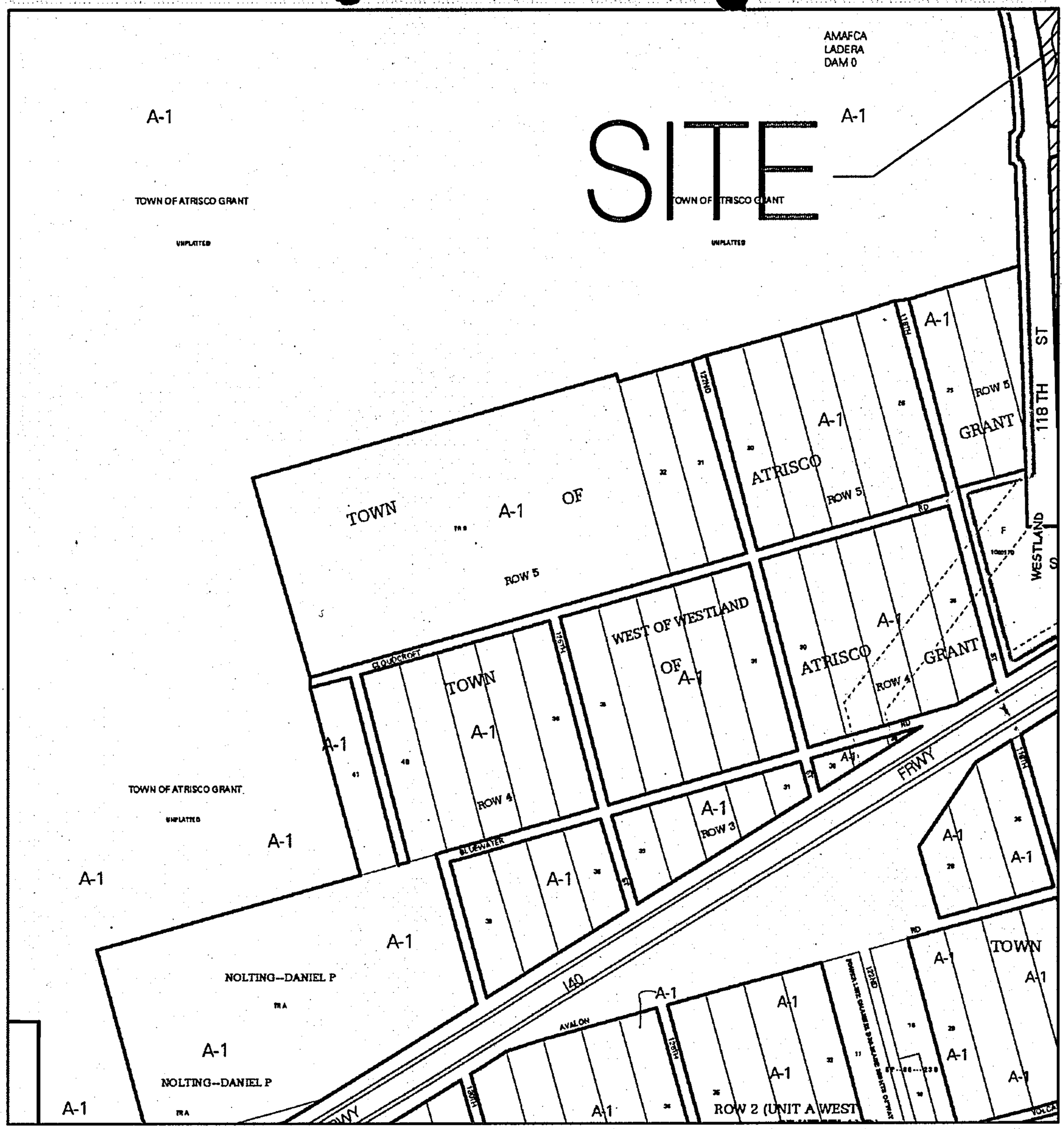

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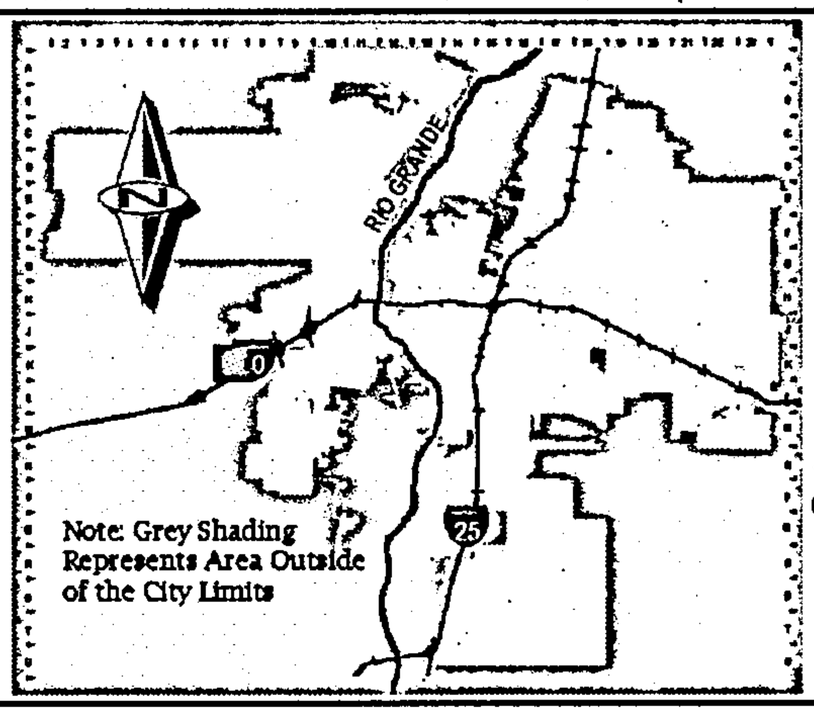

Zone Atlas Page:

K-07-Z

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- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

0 750 1,500 Feet

1, 2d.

1000793

Date: 8-17-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: MARGARET OLIVNER Address: 1344 Windsor Ridge NW
2. Name: RUSSELL PEREA Address: 9408 ENDEE RD NW
3. Name: Bethany Grove Address: 9504 Stormcloud Av NW
4. Name: Joan Fleetwood Address: 8904 Warm Springs Rd NW
5. Name: Tabitha Kruse Address:

+92 6. Name: Martin Eckert Address: 915 Locust SE

+92 7. Name: Kathy Korte Address: 8012 Rancho Quieto Ct NW

#1.B

1000793

Date: 8-17-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: Thomas Borst Address: 1908 Selway Pl ABQ
2. Name: Art Retberg Address: 9732 Summer Shower Pl NW +92
3. Name: Laura Horton Address: 7224 Cascada Rd NW 87114
4. Name: Jerry Worrall Address: 1039 Pinatubo Pl NW 87120 +92
5. Name: Holly Womack Address: 1344 Wind Ridge Dr NW +92
6. Name: Dan Serrano - NW Alliance of Neighborhoods Address: 4409 Atherton Way NW
7. Name: Leroy Chavez Address: 227 Hwy 314 LC, NM +92

I.C.

1008793

Date: 8-17-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: Vic Segura Address: 8612 Warm Springs Rd NW
2. Name: Linda Simmons Address: 1608 Gale Ct NW 87120
3. Name: Faith King Address: 1619 Windridge Dr 87120
4. Name: Clyde Wheeler Address: 3209 Lazy Day Dr. SW 87121
5. Name: Address:
6. Name: Address:
7. Name: Address:

#1008793

1a

Date: 8-31-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: Vincent Benham Address: 9601 Storm Cloud NW
2. Name: Julius SADILEK Address: 8608 Warm Springs Rd NW
3. Name: Charles Colarusso Address: 2319 Wildstream St. NW
4. Name: Anthony Segura Address: 2000 Selway Pl NW
5. Name: Jennifer Pelletier Address: 9200 Stormcloud Ave NW
6. Name: April Arviso Address: 7809 Golden Spike Dr NW, 87120
7. Name: Vic Segura Address: 8612 Warm Springs Rd NW 87120

8193

1.b.

Date: 8-31-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: JERRY WORRALL Address: 1039 PINATUBO PL NW
2. Name: Donovan Olvera Address: 9600 StormCloud DR NW
3. Name: Ruth Olivarez Address: 1344 Wind Ridge Dr NW
4. Name: Tabitha King Address: 1619 Windridge Dr NW
5. Name: Joan Fleetwood Address: Nam Springs Dr.
6. Name: Tommy Borsi Address: 2709 Selway
7. Name: Mary Ann Padilla Address: 840 Paloma NW

Russell Porea 9408 India Rd NW

WISHES TO SPEAK 1st — Dr. APPT

Nelly Uemaki 1344 Wind Ridge NW

Cloud, Jack W.

From: Chris Kelly [ckelly_10@comcast.net]
Sent: Friday, August 05, 2011 2:24 PM
To: Cloud, Jack W.; Metro, Kristal D.; Cherne, Curtis ; Porter, Allan K.; Sandoval, Christina M.
Subject: August 17 DRB Meeting; Westside Stadium
Importance: High

Dear DRB Members,

First and foremost, thank you for your time and consideration of my concerns as stated below.

On Aug. 17, you will hear the landowner's request to vacate a public right of way so that APS can buy the 110 acre-site where the stadium and future sports fields will be located. In the current master plan, there is a road that would extend through the 110-acre plat. The stadium will sit on the west side of the road and the fields on the east side. The landowner wants to remove the planned road so that the entire site can be dedicated to the sports fields. **I am strongly urging you to reject this request based on the concerns I have detailed below.**

#1. As residents, we are concerned that our quality of life will be negatively affected by proposed stadium to be located on this site: an increase in traffic and accidents, higher incidents of crime, disturbing sound and light pollution, and decreased property values are just some of our concerns. We have documented literally hundreds of signatures of petition from residents in the surrounding communities that are against the current stadium's location. We do not believe APS has done its due diligence on this project and conducted valid studies that have proven our concerns to be unfounded. To this point, we have seen little to no indications that these concerns can be alleviated.

#2. Our water pressure is also an issue. Water pressure in our neighborhood is unpredictable and often times unacceptable. The stadium and sports complex are scheduled to borrow from our water source. I can only assume that everything else which is planned in close vicinity is also slated to leach from us. How is this going to help our already struggling water pressure?

#3. The first major issue I see is the stadium's location being situated so close to homes and being "pigeon-holed" on a piece of land that has limited access. A project of this size should be centrally located with multiple access points from all directions. As it stands now, there will be one way in and one way out. The developer is not likely to add multiple access points because of the cost. That sounds very much like the access issue that concert-goers face when leaving the Journal Pavilion: it takes hours to leave. One solution to this issue would be to move the location of the stadium to a central area that does not sit 500 feet from people's homes and then to build access roads from all directions. Additionally, the location for this massive project was selected without any input from the neighborhoods it directly affects, nor has any input been solicited to date. APS has met with a small committee of residents from these communities; however, **none of the suggestions from this committee have been accepted.**

#4. The other issue is money. It is known that APS intends to fund this project through bond money approved by the vote. It is also known that the City of Albuquerque is interested in purchasing a portion of this site for park space. However, given the current financial situations of both APS and the City, a project of this purpose seems to be an unwise way to spend taxpayer money. The vote for that bond was several years ago, when our economy was in a better place. As such, my solution is to recommend that APS and the City work together to place this money back on the ballot and let the voters decide how that money should be spent.

#5. Finally, this property has had an unreliable zoning history at best. The land has changed hands at least once, but my concern here is that the land zoning has changed without input from the neighborhood. When we originally built out here in Storm Cloud in 2008, we were told the land to the west was zoned as residential. A Town Center was later added, and I did not see a single notice informing us of the change. Suddenly, days before the APS Board voted, we saw the news reports about the land being sold to APS in secret. Once word spread in our communities, hundreds showed up to an APS presentation on the stadium and were overwhelmingly against it. So here we are, APS wants the plan changed again, and they have shown an unwillingness to work with or listen to the people affected by this change.

Believe me, I am not writing as an anti-stadium person. I just do not see the Democratic process at work here. As citizens in these communities, we are being given a "take it, or leave it" ultimatum by APS (a taxpayer-funded organization) and the landowners. As a new family in the Storm Cloud subdivision, I am not in a place to pick up my family and go. I know that the voice of the people in this area is against this project, yet none of their political leaders are listening to their constituents. That is why I am writing to you. **You have the power to be the first within the city's leadership ranks to actually put a stop to this railroading and to listen to the people.** Please reject their proposal and order an investigation into this issue.

Again, thank you for your time and consideration of this matter. I plan on attending the meeting and look forward to your response.

Chris Kelly
Resident, Storm Cloud Subdivision
850-2594

From: Dan Houston [dhouston@bernco.gov]
Sent: Friday, August 05, 2011 6:15 PM
To: Cloud, Jack W.
Subject: Stadium

Unlike Ms. Kathy Korte I am against the stadium as it is planned. The traffic study Is a joke. Projects such as this is exactly why Albuquerque and Bernalillo County continue to create projects with infrastructure failures. Traffic from I-40 to Unser and 98th cannot sustain this project. Traffic fatalities have already occurred at this exit. Dan Houston Stormcloud Resident

Sent from my iPad

OMAN &
YNTEMA P.A.
Attorneys at Law

KESTER L. OMAN
HESSEL E. YNTEMA, III

LAFEL E. OMAN 1912-1991

August 12, 2011

HAND DELIVERED, MAILED and FAXED
(505) 924-3460

Jack Cloud
DRB Chair, Planning Department
City of Albuquerque
600 Second Street N.W.
Albuquerque, NM 87102

Proposed APS Recreational Complex
(Projects #1008792 and #1008793)

Dear Mr. Cloud:

Oman & Yntema P.A. represents Tabitha King in connection with the proposed APS stadium site. Ms. King owns and lives at 1619 Windridge Dr. NW, near the proposed APS stadium site. Ms. King and other neighbors oppose the proposed stadium for various reasons. This letter is to provide some preliminary legal objections to the various requests described under the referenced project numbers, submitted by Bohannan Huston Inc. on behalf of Western Albuquerque Land Holdings (collectively the "APS proposals"). Please place this letter in the record for the APS proposals, and please give us notice of any hearings and decisions by the DRB relating to the APS proposals.

A major issue for the APS proposals is that the APS proposals do not conform to the existing zoning. Our understanding is that the zoning for the area is set by the Westland Master Plan as amended in 2009 and the West Side Strategic Plan, and is "Special Use-2" for a "Town Center Village". The APS stadium proposal does not conform to this zoning.

Section 14-14-2-2 of the City's Zoning Ordinance requires that plats must comply with applicable zoning. The APS proposals should be denied or placed on hold until the APS proposals conform to the applicable zoning.

The APS proposals include various "variance" requests. It does not appear that any of the legal standards for the requested variances are satisfied by the APS proposals, and the APS proposals should be denied on that basis also. In the same vein, there does not appear to be any showing that the various "vacations" requested are justified.

215 Gold Ave., SW
Suite 201 (87102)
Post Office Box 1748
Albuquerque, New Mexico
87103-1748
Phone (505) 843-9565
Fax (505) 242-2879
E-mail: firm@oman-law.com

OMAN &
YNTEMA P.A.
Attorneys at Law

For the foregoing legal reasons, Ms. King urges denial of the APS proposals at this time. Ms. King will elaborate on other objections to the proposals, such as traffic concerns and public safety, at the DRB hearing.

Very truly yours,

OMAN & YNTEMA P.A.

By Hessel Yntema
Hessel E. Yntema III

cc: Tabitha King
James Topmiller

Cloud, Jack W.

From: Jason Stone [jason@sddc.net]
Sent: Sunday, August 14, 2011 12:05 PM
To: Cloud, Jack W.
Subject: Concerns about the Westside APS Stadium

DRB Chairman Mr. Jack Cloud,

I am a homeowner in the Petroglyphs HOA (Sundoro Neighborhood) and I would like to express my concerns below to you about the proposed APS Stadium that is planned to be built West of Arroyo Vista near Tierra Pintada on Albuquerque's West Side.

I will be unable to attend the DRB hearing on August 17th and I understand the hearing is very specific to particular plat changes, but I would hope that the DRB is to some degree interested in making sure concerns such as these are addressed prior to full DRB approval of any plans to develop a stadium in the proposed area.

I do not believe a stadium should be built at the current proposed location for the following 3 major reasons:

1. TRAFFIC: One road in/out of the stadium in my opinion is a traffic problem and a public danger. It is my understanding that Arroyo Vista and I-40 has received a failing grade from NM Dot to support such a traffic demand.

2. MAINTENANCE: Where is the money going to come from for the next 50+ years to maintain this stadium in pristine condition. Also to patrol the stadium and keep crime down. All I have heard is that it funded from another bucket and I can only assume it is the same APS bucket that is being cut and resulting in teachers be laid off, larger class sizes, and lower quality education. Albuquerque is not graduating students as it is and another huge property expense does not appear to be a good solution to this problem.

3. IMPACT ON NEARBY COMMUNITY: Where is that statement or evidence from the water district that a stadium will not impact our water system and our water pressure. Sound, lights, property values, etc ... another project that would create sound in this area was attempted years ago and failed because the sound echoed all the way to the Rio Grande River. What has changed? What will be done to insure no decrease in property values? Property values go down and the tax base goes down and then there is even less money to maintain a stadium.

It is of my opinion that APS is building this because someone chased after Federal money to build this and proper due diligence is not being done to integrate this stadium into our community in a responsible manner - residents of the area are being advise it will be build and you are stuck with the results.

I would be interested in documentation that indicates evidence in response to responsibly resolving these concerns.

Thank you for your time.

Respectfully,
Jason Stone
--
JASON STONE | 505-836-2552

Cloud, Jack W.

From: CHRONIC GYMCHICK [chronicgymchick@yahoo.com]
Sent: Sunday, August 14, 2011 8:38 PM
To: chronicgymchick@yahoo.com
Subject: STADIUM: DRB HEARING AUGUST 17 9am

Hi everyone. I'm writing to remind you of the **Developmental Review Board Hearing on Wednesday, August 17 at 9am.** This is in the basement of the Plaza Del Sol building.600 2nd Street NW. Parking is free. If you need a ride, please let me know. **I can arrange for you to be picked up and dropped off.**

This meeting is very important to the future of our neighborhood. **Our neighborhood and our property values will be significantly impacted.** Since the Feb 23rd meeting where APS voted to spend the (bond) money on the land at 98th Street/ Arroyo Vista and Tierra Pintada, I and a team of individuals have worked very hard to advocate for our neighborhood.

At the recommendation of Dr. Brad Winter, a citizen's committee was formed to represent Stormcloud, Sundoro North, Sundoro South, The Crossings, and Watershed. Dr. Winter's Citizen's Committee is endorsed by APS. **Our committee was formed so that APS could meet our neighborhood in the middle: to compromise and negotiate so that both parties can be happy.** I'm the chairperson of Dr. Winter's committee. On behalf of our neighborhood, we recently submitted a list of 15 requests. **APS responded with 'NO' to each and every one of them. This is unacceptable. As I am sure you are aware, this is NOT what a negotiation is designed to be.** Recently I spoke to Dr. Winter by phone. He agreed that the 'NO' responses of APS and the developer were unfair and negotiation on the part of APS was imperative. This is why Dr. Winter's citizens' Committee was formed. Dr. Winter has promised us that despite the initial 'NO' answers from APS, that he and Kathy Korte will come back to the table to negotiate with us after the August 17 DRB hearing. In addition, **Dr. Winter and Kathy Korte are travelling to Boston in October to speak at a conference about how they created Dr. Winter's Citizen's Committee to work with our neighborhood and compromise so that everyone can be happy. At this time there has been NO negotiation: Since meeting for the first time in early June, we are in the same position as we were before the committee was ever formed. At this point, it appears that we have been led-on, defrauded by the very people who say that they work for us. I will update you after our next committee meeting on August 18. None of us signed up to live a few hundred feet from a stadium but as an act of good faith, we agreed to APS' request for us to come to the table and negotiate.**

In case you are unaware, Counselor Ken Sanchez supports the stadium location. I have reached out for his help. Despite being a supporter of the stadium, we are his constituents. I truly believe that he can successfully support the stadium while advocating for us: his constituents. To date, he has not come forward to help us. The same goes for all elected officials during times of challenge. Despite what they want, they are supposed to help us too. We are their constituents. A middle ground exits. Thus far, we have been failed.

At our last committee meeting, **Dr. Winter admitted that the stadium is going to hurt our property values until the middle, elementary and high schools come in approximately 10 years.** Since our economy is on the verge of collapse, it could be longer than 10 years. As a neighborhood, we are taking a double hit: (1) the terrible economy, and (2) the stadium. Since APS said 'NO' to our requests, the

committee has asked what they can do for us to offset the loss we are going to take. Many of us are **military families**. We cannot wait 10 years or longer for school to come. Potential buyers who can spend 300K to 400K on a house aren't going to go looking for a stadium to live beside. From a selling stand point, this puts us at a severe disadvantage. We deserve the same careful consideration and planning which seems to be the standard on the northeast side of town. After receiving a 'NO' answer for every request we made on behalf of our neighborhood, we asked Kathy Korte and Brad Winter to mentally picture themselves living in our neighborhood and help us think of things that they would want if they lived here. To date, we have gotten no feedback.

The current **traffic study** is inadequate. It was completed in June. **Results indicate there are no problems at the I-40/Unser Blvd Exit. If you drive it on a regular basis, I'm sure you'll disagree.**

The I-40/98th St Exit received a failing grade. However, the question from APS has arisen- *Why strive to make an F and F+?* It matters to us! They are talking about our homes- the biggest single purchase that most of us will ever make- where we travel *to* and *from* every day- where *we* are raising our families.

Extra lanes traffic, traffic lights, traffic signs and additional on/off ramps from I-40 can only be added if they are "warranted". APS has stressed many times that the stadium will only host about 50 events per year. Although, on the surface, this sounds like a good thing- it's not. If the stadium only hosts 50 events per year, this will not be enough to adequately "warrant" additional on/off ramps, traffic lights, etc. Our neighborhood will suffer. According to the traffic engineer who attended our last committee meeting, someone often has to die (in a traffic related accident) to warrant the city to widen a road, put in a stop light, etc.

To obtain a more representative result, we are requesting a traffic study during the school year- NOT during a long summer holiday for APS. We are requesting a traffic study of Milne during a few large events. We are requesting that traffic for the remainder of the master plan be factored in. Word has it; the developer already has several large businesses lined up to purchase property in the area as soon as the APS deal closes. **We do not wish to repeat the major problems at Volcano Vista High School. The I-25 debacle is another good example of poor city planning. By the time it was opened to the public, it was insufficient for public needs.**

We have asked if our **property taxes** will be raised or if our homes will be reassessed in the city's favor to pay for this project once APS runs out of money (which is very likely).

We remain concerned about added **crime** since APD has no budget money for added patrols and APS police have limited jurisdiction to APS property only.

We remain concerned about **inadequate water pressure**. The stadium and sports complex are scheduled to borrow from us. No one at the DRB or APS has ever acknowledged our water pressure issue.

We remain concerned about **traffic, crime, noise, stadium and parking lot lighting, as well as the impeded view of Petroglyph National Monument**(since the stadium is currently planned for an official View Area of the monument).

We are concerned about **noise**. Our area has been proven one of the noisiest areas in the city. This is because sound travels from I-40, bounces off of Petroglyph National Monument and reverberates back

through the field. As you well-know, noise ordinances in the city are far more stringent than they are in the county. We are requesting a noise study. Residents within 1-2 miles of Milne Stadium say that the marching bands are loud enough to vibrate their windows and floors. In addition, residents state that they can hear the bands so clearly, it's easy to tell what song they are playing.

We are concerned about **public safety**. As of now, only one (one lane) entrance and one (one lane) exit is planned for the stadium and sports complex. The entrance and exit is (roughly) in the curve where the bent metal gate is. This is where Arroyo Vista becomes Tierra Pintada. If someone becomes ill or gets injured during an APS event it will be nearly impossible for first responders to get to them. We have asked for an additional entrance at the intersection of Ladera and 98th Street/Arroyo Vista. This will also serve to alleviate traffic from literally coming into our neighborhood and bottle-necking.

There are number of additional issues- too many to discuss in this message.

PLEASE attend the August 17 DRB hearing. If you need a ride or better directions, please let me know. For more information, please call me. 850-496-5148. Thank you.

Tabitha King

Cloud, Jack W.

From: Art Retberg [alretberg@gmail.com]
Sent: Monday, August 15, 2011 1:42 PM
To: Porter, Allan K.; Sandoval, Christina M.; Cherne, Curtis ; Cloud, Jack W.; Metro, Kristal D.
Subject: DRB Hearing for Wednesday August 17

Reference # 1008792/UDRB 70202 & 70204

Dear Board Members,

We oppose the granting of the requested variance which has been requested to allow APS, upon purchase of the revised plat, to build a Sports Stadium/Complex.

Our home is located in the Storm Cloud neighborhood that will be adversely affected by locating the proposed APS Stadium, sports facilities and education corridorwithin these revised plats. We purchased our home based on the zoning shown in the Westland Master plan for our area.

Allowing APS to build the stadium just **2000 feet** from our homes will result in the following conditions that will negatively impact on our quality of life and home values.

1) Noise from stadium events that cannot be properly mitigated due to the close location to our residential neighborhood.

2) Operation after sunset that will result in light pollution.

3) Traffic congestion and noise from that traffic. The lack of any new roadway infrastructure separate from Arroya Vista and Tierra Pintada for access to these facilities will result in safety issues and increased traffic through our neighborhoods as frustrated attendees try to cut through our neighborhood to reach Unser and Ladera.

4) Increased crime and littering that these kind of facilities attract. Property values also decline as a result. APS currently is not a good neighbor where the two current APS high school stadiums are located. They either do not want to or cannot afford to provide the maintenance and landscaping/policing required.

5) Unser has major traffic problems at I-40 that have never been addressed by NMDOT or CABQ. 98TH at I-40, if not improved will see major traffic tie-ups also without major improvements creating even greater problems cited in #3 above.

Respectfully submitted,

Arthur L. Retberg and H. June Retberg
9732 Summer Shower PL NW
Albuquerque, NM 87120-4195

8/15/2011

From: Ralph Padilla [rjpad86@[redacted]ail.com]
Sent: Thursday, August 11, 2011 9:59 PM
To: Cloud, Jack W.

I LIVE IN STORM CLOUD AND AM IN SUPPORT OF THE PLATS! RALPH PADILLA 1440 WINDRIDGE DR NW 87120.

THANKS

From: Maryann Padilla [hoamaryann@q.com]
Sent: Friday, August 12, 2011 10:17 AM
To: Cloud, Jack W.
Subject: August 17 Public Hearing Re Plats on Arroyo Vista (98th)

I live in Sundoro South and I am in support of the new plats. I intend to attend the meeting on August 17. Thank you.

From: Jill Tanis [jtanislifestyles@gmail.com]
Sent: Sunday, August 14, 2011 5:10 PM
To: Cloud, Jack W.
Subject: Support of APS Stadium - Stormcloud Resident

Dear Mr Cloud,

My name is Jill Tanis and I am a homeowner living in the Stormcloud Subdivision. My address is 9520 Stormcloud Ave, NW, Albuquerque, NM 87120.
I am sending this communication to let the Development Review Board committee know that I AM IN SUPPORT of the new plats for the APS stadium/recreation complex.

Thank you.

Jill Tanis

From: Mike Grow [z28dawg@hotmail.com]
Sent: Monday, August 15, 2011 8:40 AM
To: Cloud, Jack W.
Subject: APS development near Stormcloud neighborhood

I live in Stormcloud and am in support of the new plats.

Michael Grow
9504 Stormcloud Ave NW
Albuquerque, NM 87120

From: Laura Christison [lchristison@bernco.gov]
Sent: Monday, August 15, 2011 4:26 PM
To: Cloud, Jack W.
Subject: Proposed Plat Changes

I live in Stormcloud subdivision and am in support of the proposed plat changes on the 8/17 agenda.

Laura Christison
1605 Windridge Dr. NW
Albuquerque, NM 87120

From: MKMSBUSH@aol.com
Sent: Monday, August 15, 2011 5:20 PM
To: Cloud, Jack W.
Subject: West Side Stadium

Just a quick note to let you know that I live in the Ladera/Under that is near the area of the proposed stadium and I am in favor eliminating the proposed road and allowing APS to purchase the land and to start construction as soon as possible. It will be a great benefit to the community to have the new stadium and other facilities along with it.

Sincerely,

Marc Bush

From: Holly Womack [hoa.hollywomack@gmail.com]
Sent: Monday, August 15, 2011 6:00 PM
To: Cloud, Jack W.
Subject: August 17 hearing feedback

Mr. Cloud,

I will be attending the DRB Hearing on 8/17 at 9am but thought I would e-mail you as well. I am in support of the proposed plat changes as will be presented by Buchanan-Houston at the hearing. While our neighborhood association states we are in opposition, I do not agree and feel strongly the proposed plat changes compliment the sports stadium and are needed changes to create the facility as the developer and APS are hoping to build. In addition, the City is looking at the area as a possible location for sports fields and maybe a sports complex and the proposed plat changes would tie in perfectly. Please consider my support for the plat changes.

Thank you,
Holly Womack
1344 Wind Ridge Dr NW
Stormcloud Resident
505-203-5823

From: Dad's [pdmondragon@msn.com]
Sent: Monday, August 15, 2011 11:03 PM
To: Cloud, Jack W.
Subject: DRB Hearing on 8/17

Mr. Cloud, my name is Paul D. Mondragon and I currently live in the Stormcloud neighborhood east of the plats in question. I am writing to let you know that I am in favor of the new plats being approved.

Thank you,

Paul D. Mondragon
1612 Wind Ridge Dr. NW
Albuquerque, NM 87120
(505) 710-8356

OMAN &
YNTEMA P.A.
Attorneys at Law

KESTER L. OMAN
HESSEL E. YNTEMA, III

LAFEL E. OMAN 1912-1991

August 12, 2011

HAND DELIVERED, MAILED and FAXED
(505) 924-3460

Jack Cloud
DRB Chair, Planning Department
City of Albuquerque
600 Second Street N.W.
Albuquerque, NM 87102

Proposed APS Recreational Complex
(Projects #1008792 and #1008793)

Dear Mr. Cloud:

Oman & Yntema P.A. represents Tabitha King in connection with the proposed APS stadium site. Ms. King owns and lives at 1619 Windridge Dr. NW, near the proposed APS stadium site. Ms. King and other neighbors oppose the proposed stadium for various reasons. This letter is to provide some preliminary legal objections to the various requests described under the referenced project numbers, submitted by Bohannan Huston Inc. on behalf of Western Albuquerque Land Holdings (collectively the "APS proposals"). Please place this letter in the record for the APS proposals, and please give us notice of any hearings and decisions by the DRB relating to the APS proposals.

A major issue for the APS proposals is that the APS proposals do not conform to the existing zoning. Our understanding is that the zoning for the area is set by the Westland Master Plan as amended in 2009 and the West Side Strategic Plan, and is "Special Use-2" for a "Town Center Village". The APS stadium proposal does not conform to this zoning.

Section 14-14-2-2 of the City's Zoning Ordinance requires that plats must comply with applicable zoning. The APS proposals should be denied or placed on hold until the APS proposals conform to the applicable zoning.

The APS proposals include various "variance" requests. It does not appear that any of the legal standards for the requested variances are satisfied by the APS proposals, and the APS proposals should be denied on that basis also. In the same vein, there does not appear to be any showing that the various "vacations" requested are justified.

215 Gold Ave., SW
Suite 201 (87102)
Post Office Box 1748
Albuquerque, New Mexico
87103-1748
Phone (505) 843-9565
Fax (505) 242-2879
E-mail: firm@oman-law.com

OMAN &
YNTEMA P.A.
Attorneys at Law

For the foregoing legal reasons, Ms. King urges denial of the APS proposals at this time. Ms. King will elaborate on other objections to the proposals, such as traffic concerns and public safety, at the DRB hearing.

Very truly yours,

OMAN & YNTEMA P.A.

By Hessel Yntema
Hessel E. Yntema III

cc: Tabitha King
James Topmiller

City of Albuquerque

Action Summary

City Council

Albuquerque/Bernalillo County Government Center
One Civic Plaza
Albuquerque, NM 87102

Council President, Don Harris, District 9
Vice-President, Rey Garduño, District 6

Ken Sanchez, District 1; Debbie O'Malley, District 2
Isaac Benton, District 3; Brad Winter, District 4
Dan Lewis, District 5; Michael D. Cook, District 7
Trudy E. Jones, District 8

Monday, November 7, 2011 **5:11 PM** **Vincent E. Griego Chambers One Civic Plaza Albuquerque/Bernalillo County Government Center**

O-11-64 Amending The Provisions Of Sections 14-16-2-16(A)(7) And 14-16-2-17(A)(8) ROA 1994, To Allow And Encourage Residential Dwelling Units In Appropriate Locations In C-1 Neighborhood Commercial And C-2 Community Commercial Zones (Jones, by request)

Motion: ***Postpone, due back on December 5, 2011***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

R-11-219 Nuisance Abatement at 4618 8th St NW (O'Malley, by request)

Motion: ***Postpone, due back on February 6, 2012***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

O-10-31 Amending Section 14, Article 18, ROA 1994 Relating To The Downtown Albuquerque Business Improvement District (Harris)

Motion: ***Postpone, due back on November 21, 2011***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-548 Mayor's Reappointment of Ms. Regina Isabelle Chavez to the Landmarks and Urban Conservation Commission

Motion: ***Confirm***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-551 Mayor's Recommendation of WHPacific, Inc. for Engineering Consultants for 98th Street-Gibson to Senator Dennis Chavez

Motion: ***Approve***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-552 Approval of the Telephonic Nurse Triage for Work Related Injuries Service Agreement with Medcor, Inc.

Motion: ***Approve***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-553 FY11 Priority Objective Report - IG Work Plan, Goal 8, Objective 14

Motion: ***Receipt Be Noted***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-554 FY11 Priority Objective Report - Certified Sites Program for the City of Albuquerque

Motion: ***Receipt Be Noted***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-555 FY11 Priority Objective Report - Parking Structure Photovoltaic Array at the Albuquerque International Sunport

Motion: ***Receipt Be Noted***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-556 FY11 Priority Objective Report - Five Megawatt Photovoltaic Array at the Albuquerque International Sunport

Motion: ***Receipt Be Noted***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-564 US Government Lease for Real Property, Transportation Security Administration Lease of the Old Terminal Building at the Albuquerque International Sunport

Motion: ***Approve***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-596 Mayor's Appointment of Mr. Garry S. Brown to the Library Advisory Board

Motion: ***Withdrawn by Administration***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-597 Mayor's Recommendation of Bohannan-Huston, Inc. for Engineering Consultants for Jefferson Storm Drain

Motion: ***Approve***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-598 Mayor's Recommendation of Wilson & Co. for Engineering Consultants for Citywide On Call Engineering Services for Storm Water

Motion: ***Approve***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

R-11-288 Approving And Authorizing The Acceptance Of Grant Funds Based On Notice Of Grant Award For A Retired And Senior Volunteer Program From The Corporation For National And Community Service And The New Mexico Aging And Long Term Services Department And Providing For An Appropriation To The Department Of Senior Affairs Retired And Senior Volunteer Program In Fiscal Year 2012 (Cook, by request)

Motion: ***Do Pass***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

R-11-289 Approving And Authorizing The Acceptance Of Grant Funds Based On Notice Of Grant Award For A Foster Grandparent Program With The Corporation For National And Community Service And The New Mexico Aging And Long Term Services Department And Providing For An Appropriation To The Department Of Senior Affairs Foster Grandparent Program In Fiscal Year 2012 (O'Malley, by request)

Motion: ***Do Pass***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

R-11-290 Approving And Authorizing The Acceptance Of Grant Funds Based On Notice Of Grant Award For A Senior Companion Program Grant With The Corporation For National And Community Service And The New Mexico Aging And Long Term Services Department And Providing For An Appropriation To The Department Of Senior Affairs

Senior Companion Program In Fiscal Year 2012 (Sanchez, by request)

Motion: ***Do Pass***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

R-11-291 Approving And Authorizing The Filing Of A Grant Application For A Rideshare/Transportation Demand Management Program With The Federal Highway Administration Through The State Department Of Transportation And Providing For An Appropriation To The Transit Department (Benton)

Motion: ***Do Pass***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-599 Project# 1008793/ 11DRB-70206 Vacation of Public Right-of-Way - Bohannan Huston Inc. Agents for APS/ Western Albuq. Land Holdings Requests Vacation for all or a portion of Parcels C & D, Westland North Subdivision, Zoned SU-2 FOR Town Center Village, Located on the South Side of Arroyo Vista Blvd NW Between High Mesa Dr NW and Ladera Dr NW, Containing Approximately 340.4559 acres

Motion: ***Approve***

Status: Passed
Votes: For: 8 - Council Members: Sanchez, O'Malley, Benton, Garduño, Lewis, Cook, Jones and Harris
Abstain: 1 - Council Members: Winter

EC-11-594 Project# 1008281/ 11DRB-70181 Vacation of Public Right-of-Way, Tierra West LLC Agent for Brogdon LLC Requests Vacation for the East-West Alley Adjacent to Lots 1, 2, 3A, 6, & 23, Block 10, Fair Grounds Addition, Located South of Acoma Rd SE Between California St SE and Arizona St SE, Containing Approximately 1.37 acres

Motion: ***Postpone, due back on December 5, 2011***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-595 Project# 1007081/ 11DRB-70180 Vacation of Public Right-of-Way - DAC Enterprises Inc Agent for Pullman Investments LLC Requests Vacation for all or a Portion of Willis Place SW Adjacent to Tract C, Shell Subdivision Number One, Located on Willis Pl SW East of Rio Grande Blvd SW (South of Central Ave SW)

Motion: ***Approve***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook, Jones and Harris

EC-11-515 Approval of Employment Agreement for IRO

Motion: ***Postpone, due back on November 21, 2011***

Status: Passed
Votes: For: 9 - Council Members: Sanchez, O'Malley, Benton, Winter, Garduño, Lewis, Cook

DATE: October 10, 2011

Originating Department/Division: Planning

Departments affected by this Legislation: Development Review Board

Contact for Content: Jack Cloud, Development Review Board Phone: 924-3880

Contact for Routing: Dora Henry Phone: 924-3883

Legislation Type (circle one): Resolution Ordinance (EC)

Legislation Title (as per subject line from cover memo):

Project# 1008793/ 11DRB-70206 VACATION OF PUBLIC RIGHT-OF-WAY - BOHANNAN HUSTON INC agent(s) for APS/ WESTERN ALBUQ. LAND HOLDINGS request(s) the referenced/ above action(s) for all or a portion of PARCELS C & D, **WESTLAND NORTH SUBDIVISION,** zoned SU-2 FOR TOWN CENTER VILLAGE, located on the south side of ARROYO VISTA BLVD NW between HIGH MESA DR NW and LADERA DR NW containing approximately 340.4559 acre(s). (J-7& J-8, K-8)

If requiring immediate action, please state reason _____

For Resolutions & Ordinances: Fiscal Impact Analysis _____ & Disk X

For ALL Legislation: Cover Analysis __

For Legislation with large attachments:

Duplicating & Supply Requisition with Activity No. and authorized signature _____

Please insure that the following departments/individuals have signed legislation before it reaches the Mayor's office for signature:

Originating department(s) director(s)
Budget Officer (if needed)
City Attorney's Office

For further information, call Gilbert Montano, 768-3317 or gmontano@cabq.gov

City of Albuquerque
PLANNING DEPARTMENT

Richard J. Berry, Mayor

Interoffice Memorandum **September 30, 2011**

To: **Don Harris, President, City Council**

From: **Richard J. Berry, Mayor**

Subject: **Project# 1008793/ 11DRB-70206** VACATION OF PUBLIC RIGHT-OF-WAY - BOHANNAN HUSTON INC agent(s) for APS/ WESTERN ALBUQ. LAND HOLDINGS request(s) the referenced/ above action(s) for all or a portion of PARCELS C & D, **WESTLAND NORTH SUBDIVISION,** zoned SU-2 FOR TOWN CENTER VILLAGE, located on the south side of ARROYO VISTA BLVD NW between HIGH MESA DR NW and LADERA DR NW containing approximately 340.4559 acre(s). (J-7& J-8, K-8)

Request: This is a request for vacation of public right of way for a full street section of Tierra Pintada Boulevard NW, which is a platted road that has not been built and is within the boundaries of the property acquired by Albuquerque Schools (APS) for a recreational stadium site near 98th Street and I-40. Based on the proposed replat, the 106' right of way will not be needed to serve abutting property. Approximately 10 acres will be granted as a City Park site in exchange for acquisition of the vacated right of way.

At the conclusion of an advertised public hearing, the Development Review Board voted to recommend APPROVAL to the City Council of the proposed vacation as shown on the Exhibit "VACATION" in the Planning file, based on the recommended Findings per sections 14-14-7-2(A)(1), (B)(1), and (B)(3) of the Subdivision Ordinance, and subject to the recommended Conditions of Approval per sections 14-14-7-2(F)(3)(c) and 14-14-7-2(F)(4) of the Subdivision Ordinance.

Per section 14-14-7-2(F)(3)(b) of the Subdivision Ordinance, this matter is being forwarded to the City Council to be placed on the consent agenda to determine if the vacation shall occur.

Title/ Subject of Legislation: APS Recreational/ Stadium Vacation: 11-DRB-70206, DRB RECOMMENDATION FOR APPROVAL

Project 1008793 –

Approved:

Approved as to Legal Form:

Robert J. Perry Date
Chief Administrative Officer

Robert D. Kidd Date
Interim City Attorney

Recommended:

Deborah L. Stover Date
Planning Department Director

PARCELS C1-C3 & D1
VACATION OF PUBLIC EASEMENTS
EXHIBIT 'B'

VACATE EXISTING AMAFCA DRAINAGE EASEMENT

VACATE EXISTING AMAFCA DRAINAGE EASEMENT

ARROYO VISTA BLVD

PARCEL C-2

30' ELECTRIC EASEMENT TO BE VACATED WITH THIS PLAT

86' TEMPORARY FLOATING ACCESS EASEMENT TO BE VACATED WITH THIS PLAT

PARCEL C-3

PARCEL C-1

106' TIERRA PINTADA R/W TO BE VACATED WITH THIS PLAT

118TH STREET

PARCEL D-1

86' TEMPORARY FLOATING ACCESS EASEMENT TO BE VACATED WITH THIS PLAT

PARCEL D-1

TRACT LD-1-1

TRACT LD-1-1A

TRACT LD-1-1B

TRACT LD-1-1C

TRACT LD-1-1D

TRACT LD-1-1E

TRACT LD-1-1F

TRACT LD-1-1G

TRACT LD-1-1H

TRACT LD-1-1J

TRACT LD-2-1B

TRACT LD-2-1C

(TIE) S07°04'06"E 225.00'

VACATION OF 30' ELECTRIC EASEMENT

VACATION OF 86' TEMPORARY FLOATING ACCESS EASEMENT

VACATION OF 106' TIERRA PINTADA STREET R/W EASEMENT

VACATION OF EXISTING AMAFCA DRAINAGE EASEMENT

N

0 200 400 800

1" = 800'

Bohannan ▲ Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

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Project #1008793
11DRB-70206

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OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 31, 2011

Project# 1008793
11DRB-70203 VACATION OF PUBLIC EASEMENT
11DRB-70206 VACATION OF PUBLIC RIGHT-OF-WAY
11DRB-70207 BULK LAND VARIANCE
11DRB-70208 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

BOHANNAN HUSTON INC agent(s) for APS/WESTERN ALBUQ. LAND HOLDINGS request(s) the referenced/ above action(s) for all or a portion of PARCELS C & D, **WESTLAND NORTH SUBDIVISION,** zoned SU-2 FOR TOWN CENTER VILLAGE, located on the south side of ARROYO VISTA BLVD NW between HIGH MESA DR NW and LADERA DR NW containing approximately 340.4559 acre(s). (J-7& J-8, K-8)*[Deferred from 8/17/11]*

On August 17 and August 31, 2011, the Development Review Board held an advertised public hearing on the proposed vacations per section 14-14-7-2(F) of the Subdivision Ordinance. After concluding its public hearing, the Board recommends APPROVAL to the City Council of the proposed vacation of Tierra Pintada Blvd NW as shown on Exhibit "B"in the Planning file, based on the following recommended Findings per sections 14-14-7-2(A)(1), (B)(2), and (B)(3) of the Subdivision Ordinance, and subject to the following recommended Conditions of Approval per sections 14-14-7-2(F)(3)(c) and 14-14-7-2(F)(4) of the Subdivision Ordinance.

Findings

(A)(1) The public road vacation and easement vacation requests were filed by the owners of a majority of the footage of land abutting the proposed vacation.

(B)(2) There is a net benefit to the public welfare because the development of significant community facilities made possible by the vacation is clearly more beneficial to the public welfare than any minor detriment resulting from the vacation. The applicant's justification demonstrates that the vacation will not adversely impact traffic patterns in this area, and the City of Albuquerque does not need to utilize the platted right of way for roadway or other purposes based on the ownership and proposed replat.

(B)(3) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right, as the vacation is being requested by the owner of all the property abutting this section of Tierra PIntada Blvd NW.

CONDITIONS:

1. Final disposition shall be through the City Real Estate Office.
2. The vacated property shall be shown on the replat approved by the Development Review Board and the approved replat shall be filed for record with the Bernalillo County Clerk's Office within one year.
3. Adequate easements shall be retained/ provided for public utilities and infrastructure; franchised utility companies shall acknowledge the vacation and adequate easements by their signature on the replat.

PROTEST: IT I S NOT POSSIBLE TO APPEAL DRB RECOMMENDATIONS TO CITY COUNCIL; RATHER, A FORMAL PROTEST OF THE DRB's RECOMMENDATION CAN BE FILED WITHIN THE 15 DAY PERIOD FOLLOWING THE DRB's DECISION, WHICH IS BY September 15, 2011.

Protest is to the City Council. Any person aggrieved with this determination of the Development Review Board may file a protest 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 protest. You will receive notice if any other person files a protest.

A Bulk Land Variance from the requirements of Part 3 and Part 5 of the Subdivision Ordinance was approved for the portion of Parcels C and D of this subdivision not owned by Albuquerque Public Schools (APS), based on the following Findings:

BULK LAND VARINANCE FINDINGS:

(1) APS is a contract purchaser of a portion of this plat – for the other parcels, the variance will not be injurious to the public safety, health or welfare, or to adjacent property, the neighborhood or the community, because the proposed parcels cannot be developed without being reviewed for required infrastructure based on the existing zoning, and the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Public School District will ensure the construction of infrastructure adjacent to its property; and

(2) The variance will not conflict significantly with the goals and provisions of any city, county, or AMAFCA adopted plan or policy, the applicable zoning ordinance, or any other city code or ordinance, because the proposed parcels cannot be developed without being reviewed for required infrastructure based on the existing zoning, and the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Public School District which will ensure the construction of infrastructure adjacent to its property; and

(3) The variance will not permit, encourage or make possible undesired development in the 100-year Floodplain, because the resulting plat will note any existing 100-year Floodplains; and

(4) The variance will not hinder future planning, public right-of-way acquisition, or the financing or building of public infrastructure improvements and in fact will facilitate the development of a future public park; and

(5) The parcels being granted the variance are considered bulk land subdivision parcels where the use of the land for building purposes is not expected by the Development Review Board prior to further subdivision or zoning site development plan approval, which will require additional public agency review.

With the approval of the Bulk Land Variance, the preliminary plat was approved with the conditions that a revised flood plane and map note be added to the plat, and AMAFCA must sign the plat, and based on the following Findings:

PRELIMINARY PLAT FINDINGS:

1. It is acknowledged that the Albuquerque Public School District (APS) is a political subdivision of the State of New Mexico, and it is a matter of law that as a state entity, APS is not subject to the City's land use and development regulations.
2. The City and APS have executed a Memorandum of Understanding (MOU) to accomplish the Purpose and Intent of the City's Subdivision Ordinance for its property.
3. Per § 14-14-2-1 of the Subdivision Ordinance, the DRB finds that this land is suitable for subdivision for the purposes proposed, that the subdivision complies with this article, and that the subdivision is not contrary to the best interests of the public health, safety, and general welfare, as noted in the Findings for approval of the Bulk Land Variance.
4. Per § 14-14-2-2 of the Subdivision Ordinance, the DRB finds that the arrangement, location and general nature of the other lots surrounding the APS property is consistent with and does conform to the adopted Westland Sector Plan, which also serves as the current, approved site development plan.
5. Per § 14-14-2-3 of the Subdivision Ordinance, the DRB finds that the MOU with APS provides a demonstrated agreement to provide adequate infrastructure improvements for its property.

The final plat was deferred subject to approval of the right of way vacation by City Council.

If you wish to appeal the other actions within this decision, you must do so by September 15, 2011 in the manner described below.

Appeal of the actions other than the vacation 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:
Margaret Olivarez – 1344 Wind Ridge NW 87120
Russell Perea – 9408 Endee Rd NW 87120
Bethany Grow – 9504 Stormcloud Ave. NW 87120
Joan Fleetwood – 8904 Warm Springs Rd NW 87120
Tabitha King - 1619 Wind Ridge Dr 87120
Clyde Wheeler – 3209 Lazy Day Dr. SW 87121
Martin Eckert – 915 Locust SE
Kathy Korte – 8012 Rancho Quieto Ct. NW 87120
Thomas Borst – 1908 Selway Pl NW 87120
Art Retberg – 9732 Summer Shower Pl NW 87120
Laura Horton – 7224 Cascada Rd NW 87114
Jerry Worrall – 1039 Pinatubo Pl NW 87120
Holly Womack – 1344 Wind Ridge Dr NW 87120
Dan Serrano – 4409 Atherton Way NW 87120
Leroy Chavez – 227 Hwy 314 Los Lunas NM 87031
Vic Segura – 8612 Warm Springs Rd NW 87120
Linda Simmons – 1608 Gale Ct NW 87120
Vincent Benham – 9601 Storm Cloud NW 87120
Julius Sadilek – 8608 Warm Springs Rd NW 87120
Charles Colarusso – 2319 Wildstream St. NW 87120
Anthony Segura – 2000 Selway Pl NW 87120
Jennifer Pelletier – 9200 Stormcloud Ave NW 87120
April Arviso – 7809 Golden Spike Dr. NW 87120
Donovan Olvera – 9600 Stormcloud Dr NW 87120
Ruth Olivarez – 1344 Wind Ridge Dr. NW 87120
Scott Howell, City Real Estate Office
Marilyn Maldonado
File

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 17, 2011

Project# 1008793
11DRB-70203 VACATION OF PUBLIC EASEMENT
11DRB-70206 VACATION OF PUBLIC RIGHT-OF-WAY
11DRB-70207 BULK LAND VARIANCE
11DRB-70208 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

BOHANNAN HUSTON INC agent(s) for APS/ WESTERN ALBUQ. LAND HOLDINGS request(s) the referenced/ above action(s) for all or a portion of PARCELS C & D, **WESTLAND NORTH SUBDIVISION,** zoned SU-2 FOR TOWN CENTER VILLAGE, located on the south side of ARROYO VISTA BLVD NW between HIGH MESA DR NW and LADERA DR NW containing approximately 340.4559 acre(s). (J-7& J-8, K-8)

AMAFCA
Westland North Subdivision, Parcels C&D, High Mesa/118th, (J-7)
No objection to requested actions. The floodplain easements that were granted to AMAFCA will be released by a quitclaim deed approved by the AMAFCA Board of Directors. AMAFCA will work with the developer(s) on the drainage plan and drainage easements and/or right-of-way, if required, at the time of development. AMAFCA will also require an access easement from Ladera Drive by Ladera Dam 4 to its existing access on the northwest side of the dams.

COG
No comments.

TRANSIT
No comments.

ZONING ENFORCEMENT
No comments.

NEIGHBORHOOD COORDINATION
Letters sent to: Tres Volcanes NA (R)

APS
No comments.

POLICE DEPARTMENT
No Crime Prevention or CPTED comments concerning the proposed Vacation of Public Easement/Public Right-of-Way and/or Minor Subdivision Preliminary/Final Plat Approval requests at this time.

FIRE DEPARTMENT
No comments.

PNM ELECTRIC & GAS
No comments.

COMCAST

No comments.

QWEST

Concerning the subject case number(s), Qwest has no objection to the vacation of the public easement as submitted. Prior to any final plat approval, we will need a copy for review.

ENVIRONMENTAL HEALTH

No comments.

M.R.G.C.D

No comments.

OPEN SPACE DIVISION

No comments.

CITY ENGINEER

Comments, if any, will be provided at the meeting

TRANSPORTATION DEVELOPMENT

The Memo of Understanding (MOU) between the City of Albuquerque and Albuquerque Public Schools must be completed prior to preliminary plat approval.

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

No objection to vacation requests.

PARKS AND RECREATION

Regarding the vacation of public easements I defer to the affected agencies.

Regarding the vacation of ROW Parks and Recreation accepts the 10 acre park that is being traded for the ROW as stated in the applicants letter, no development plans are scheduled at this time.

No objection to the bulk land variance or platting action. The City is in negotiations to purchase a portion of Parcel C-3 for a regional park. If this purchase takes place, the City will come before the DRB to further subdivide the property. There are no plans for development at this time.

ABCWUA

ABCWUA has no adverse comment regarding the proposed vacation actions.

The final disposition of the Bulk Land Variance should be approved only after the MOU between the land owners and the COA is finalized.

Water and sewer service to the site is subject to the conditions presented in the Availability Statement dated June 2, 2011.

PLANNING DEPARTMENT

Refer to comments from affected agencies plus any public hearing comments regarding proposed vacations.

Most of this site is within the View Area of the Northwest Mesa escarpment Plan; this needs to be noted on the plat. The entire tract is within the Westland Sector Plan, and is designated as SU-2/

Town Center Village land use with a dividing Drainage Corridor/ Open Space. With the exception of the Park site, the proposed subdivision would consolidate (rather than subdivide) the non-open space parcels designated per the Master Plan LAND USE/ ZONING PLAN (Exhibit 10, page 39). The creation of the Park site would be consistent with the Purpose and Intent of the City Subdivision Ordinance by providing public open space, comfort, and general welfare with economy for the City government.

Per § 14-14-2-3 (B) of the Subdivision Ordinance, infrastructure improvements would have to be provided through a demonstrated agreement and assurances; the Memorandum of Understanding (MOU) referenced in the DRB application letter dated July 22, 2011 would need to be executed prior to any Variance/ Plat approval. Subject to an approved MOU, the remainder of the proposed subdivision would be subject to additional public agency review.

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

City of Albuquerque

DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

SUBDIVISION
- ___ Major Subdivision action
- X Minor Subdivision action
- X Vacation
- X Variance (Non-Zoning)

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

STORM DRAINAGE (Form D)
- ___ Storm Drainage Cost Allocation Plan

S Z **ZONING & PLANNING**
- ___ Annexation
  - ___ County Submittal
  - ___ EPC Submittal
- V ___ Zone Map Amendment (Establish or Change Zoning)
- 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, Zoning Board of Appeals

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

APPLICATION INFORMATION:

Professional/Agent (if any): BOHANNAN HUSTON INC PHONE: 505.823.1000
ADDRESS: 7500 JEFFERSON NE FAX: 505.798.7988
CITY: ALBUQUERQUE STATE NM ZIP 87109 E-MAIL: jtopmiller@bhinc.com

APPLICANT: Western Albuquerque Land Holdings c/o Garrett Real Estate Dev(Jeff Garrett) PHONE: 602.427.4064
ADDRESS: 3131 Camelback Road, Ste. 200 FAX:
CITY: Phoenix STATE AZ ZIP 85016 E-MAIL:
Proprietary interest in site: Owner List all owners:

DESCRIPTION OF REQUEST: Preliminary/Final Plat, Vacation of Public and Private easements, "Bulk Land" Infrastructure Variance

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

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

Lot or Tract No. PARCELS C and D Block: Unit:
Subdiv/Addn/TBKA: WESTLAND NORTH
Existing Zoning: PARCEL D Proposed zoning: ~~PARCEL C-SU-2 FOR TOWN CENTER~~ VILLAGE ~~Parcel C-SU-2 FOR~~ TOWN CENTER, PARCEL D-SU2, R-2 MRGCD Map No
Zone Atlas page(s): J7,8 AND K7,8 UPC Code: 100805811026930101, 100805822713230201

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_,Z_, V_, S_, etc.): 1000793, 11DRB-70110

CASE INFORMATION:

Within city limits? X Yes Within 1000FT of a landfill? NO
No. of existing lots: 2 No. of proposed lots: 4 Total area of site (acres): 340.4559
LOCATION OF PROPERTY BY STREETS: On or Near: ARROYO VISTA NE
Between: HIGH MESA ST and LADERA DRIVE NW

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

SIGNATURE DATE July 22, 2011
(Print) JAMES TOPMILLER Applicant: ☐ Agent: ☒

FOR OFFICIAL USE ONLY

Form revised 4/07

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

Application case numbers	Action	S.F.	Fees
11DRB - - 70203	VPE		$ 1,035.00
- -	ADV		$ 75.00
- -	CMF		$ 20.00
- - 70206	VPR		$ 600.00
- - 70207	BLV		$ 145.00
- - 70208	PIF		$ 355.00
		Total	$ 2,230.00

Hearing date Aug. 17, 2011

7-22-11
Planner signature / date

Project # 1008793

8

FORM V: SUBDIVISION VARIANCES & VACATIONS

☒ **BULK LAND VARIANCE (DRB04)** **(PUBLIC HEARING CASE)**

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

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

☒ **VACATION OF PUBLIC EASEMENT (DRB27)** - 3
☒ **VACATION OF PUBLIC RIGHT-OF-WAY (DRB28)** - 2

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

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

☐ **SIDEWALK VARIANCE (DRB20)**
☐ **SIDEWALK WAIVER (DRB21)**

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

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

☐ **SUBDIVISION DESIGN VARIANCE FROM MINIMUM DPM STANDARDS (DRB25)**

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

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

☐ **TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION (DRB19)**
☐ **EXTENSION OF THE SIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION (DRB07)**

__ Drawing showing the sidewalks subject to the proposed deferral or extension (not to exceed 8.5" by 14") **6 copies**
__ Zone Atlas map with the entire property(ies) clearly outlined
__ Letter briefly describing, explaining, and justifying the deferral or extension
__ List any original and/or related file numbers on the cover application

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

☐ **VACATION OF PRIVATE EASEMENT (DRB26)**
☐ **VACATION OF RECORDED PLAT (DRB29)**

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

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

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

James Topmiller
Applicant name (print)

Applicant signature / date

Form revised 4/07

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

Application case numbers
11DRB - - 70203
11DRB - - 70206
11DRB - - 70207

7-22-11
Planner signature / date

Project # 1008793

9

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.**

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

James Topmiller
Applicant name (print)

Applicant signature / date

Form revised **October 2007**

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

Application case number
11DRB - - 70208

7-22-11
Planner signature / date

Project # 1008793

10

SIGN POSTING AGREEMENT

REQUIREMENTS

POSTING SIGNS ANNOUNCING PUBLIC HEARINGS

All persons making application to the City under the requirements and procedures established by the City Zoning Code or Subdivision Ordinance are responsible for the posting and maintaining of one or more signs on the property which the application describes. Vacations of public rights-of-way (if the way has been in use) also require signs. Waterproof signs are provided at the time of application. If the application is mailed, you must still stop at the Development Services Front Counter to pick up the sign.

The applicant is responsible for ensuring that the signs remain posted throughout the 15-day period prior to public hearing. Failure to maintain the signs during this entire period may be cause for deferral or denial of the application. Replacement signs for those lost or damaged are available from the Development Services Front Counter at a charge of $3.75 each.

1. LOCATION
   - A. The sign shall be conspicuously located. It shall be located within twenty feet of the public sidewalk (or edge of public street). Staff may indicate a specific location.
   - B. The face of the sign shall be parallel to the street, and the bottom of the sign shall be at least two feet from the ground.
   - C. No barrier shall prevent a person from coming within five feet of the sign to read it.
2. NUMBER
   - A. One sign shall be posted on each paved street frontage. Signs may be required on unpaved street frontages.
   - B. If the land does not abut a public street, then, in addition to a sign placed on the property, a sign shall be placed on and at the edge of the public right-of-way of the nearest paved City street. Such a sign must direct readers toward the subject property by an arrow and an indication of distance.
3. PHYSICAL POSTING
   - A. A heavy stake with two crossbars or a full plywood backing works best to keep the sign in place, especially during high winds.
   - B. Large headed nails or staples are best for attaching signs to a post or backing; the sign tears out less easily.
4. TIME

Signs must be posted from August 2, 2011 To August 17, 2011

5. REMOVAL
   - A. The sign is not to be removed before the initial hearing on the request.
   - B. The sign should be removed within five (5) days after the initial hearing.

I have read this sheet and discussed it with the Development Services Front Counter Staff. I understand (A) my obligation to keep the sign(s) posted for (15) days and (B) where the sign(s) are to be located. I am being given a copy of this sheet.

(Applicant or Agent) 7-22-11 (Date)

I issued 2 signs for this application, 7-22-11 (Date) (Staff Member)

DRB PROJECT NUMBER: 1008793

Rev. 1/11/05

11

June 4, 2011

Garrett Development Corporation
3131 Camelback Road, Suite 200
Phoenix, Arizona 85016
Phone: 480-236-5059

Re: DRB Submittals for Tract N, Watershed Subdivision, and Tracts C, D, Westland Plat

To Whom It May Concern,

I hereby authorize Bohannan Huston, Inc. staff to act as our agent in all matters associated with the Vacation Actions, Variance Requests, Preliminary and Final Plats and/or Site Plan for Subdivision applications for the above referenced subject project.

Sincerely,

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By _____ Date: 6/7/2011
Name: Mark Wuest
Title: Vice President

ASSIGNMENT AND AUTHORIZATION

This Assignment and Authorization is made by Western Albuquerque Land Holdings, LLC, a Delaware limited liability company, ("Western") to and for the benefit for Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a political subdivision in the State of New Mexico, a/k/a Albuquerque Public Schools ("APS") with an effective date of July 22nd, 2011.

RECITALS

WHEREAS, on March 1, 2011, APS as contract purchaser entered into a purchase agreement with Western to purchase an approximately 110 acre recreational complex site ("Recreational Site") and an approximately 110 acre high school and middle school/elementary school site ("Educational Site") located within the Albuquerque city limits; and

WHEREAS, APS plans to develop a stadium, parking and other athletic facilities on the Recreational Site; and

WHEREAS, APS plans to develop an elementary school, a middle school and a high school on the Educational Site; and

WHEREAS, the Recreational Site is a portion of the property shown and described on the Westland North Plat recorded in the office of the County Clerk of Bernalillo County, New Mexico on December 27, 2000 in Book 2000C, page 316 (the "Westland North Plat"); and

WHEREAS, the Educational Site is a portion of the property shown and described on the Watershed Subdivision Plat recorded in the office of the County Clerk of Bernalillo County, New Mexico on June 9, 2005, in Book 2005C, page 198 (the "Watershed Plat"); and

WHEREAS, to accommodate APS' development of the Recreational Site and the Educational Site Western and APS engaged Bohannan Huston, Inc. ("Bohannan") who has prepared and filed Development/Plan Review Applications with the City of Albuquerque ("City") to replat the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and to vacate portions of the Tierra Pintada right-of-way and certain public and/or private easements copies of which are attached hereto as Exhibits A and B respectively (the "Applications"); and

WHEREAS, APS and Western have shared the costs associated with the replats described above, including, without limitation the fees of Bohannan; and

WHEREAS, APS has requested Western to assign the Applications to APS and to authorize APS to make application to the City, as the "subdivider" to accommodate APS' development of the Recreational Site and the Educational Site.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals are hereby restated and incorporated herein as part of this Assignment and Authorization.

2. Western does hereby transfer, assign, convey, set over and deliver the Applications to APS subject to the terms and conditions of this Assignment.

3. Western authorizes Bohannan to act as agent for APS with respect to the Applications.

4. Western authorizes APS to act as "subdivider" to pursue replatting the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and to vacate portions of the Tierra Pintada right-of-way and certain public and/or private easements.

5. APS accepts the assignment of the Applications and agrees to pursue replatting the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and vacating portions of the Tierra Pintada right-of-way and certain public and/or private easements, subject to Western's approval (which shall not be unreasonable withheld).

6. Except as explicitly stated herein, the rights and obligations of Western and APS under prior agreements shall not be altered.

7. This Assignment may be executed in one or more counterparts, including facsimile counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

8. The parties agree to execute and deliver such additional documents and instruments as may be necessary, to effectuate the transactions contemplated by this Assignment and Authorization.

Remainder of page intentionally blank

Signature page to follow

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IN WITNESS WHEREOF, this Assignment and Authorization is made effective as of July 22, 2011.

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By _____

Name: Mark Wuest
Title: Vice President

Albuquerque Municipal School District No. 12,
Counties of Bernalillo and Sandoval,
State of New Mexico

By_____
Winston Brooks, Superintendent

CONSENT
Bohannan Huston Inc. hereby consents to the assignment of the Applications and agrees to act as agent for APS with respect to the Applications.

Bohannan Huston, Inc.

By_____
Name:
Title:

15

IN WITNESS WHEREOF, this Assignment and Authorization is made effective as of July 22, 2011.

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By_____

Name: _____
Title: _____

Albuquerque Municipal School District No. 12,
Counties of Bernalillo and Sandoval,
State of New Mexico

By_____
Winston Brooks, Superintendent

CONSENT
Bohannan Huston Inc. hereby consents to the assignment of the Applications and agrees to act as agent for APS with respect to the Applications.

Bohannan Huston, Inc.

By_____
Name:
Title:

16

IN WITNESS WHEREOF, this Assignment and Authorization is made effective as of July 22, 2011.

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By_____

Name: _____
Title: _____

Albuquerque Municipal School District No. 12,
Counties of Bernalillo and Sandoval,
State of New Mexico

By_____
Winston Brooks, Superintendent

CONSENT
Bohannan Huston Inc. hereby consents to the assignment of the Applications and agrees to act as agent for APS with respect to the Applications.

Bohannan Huston, Inc.

By_____
Name: James R. Topmiller
Title: Senior Vice President

17

Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

July 22, 2011

Mr. Jack Cloud, DRB Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

Re: **Parcels C & D, Westland North Subdivision**
Minor Subdivision, Vacation of Public ROW and Easements, Bulk Land Variance Request (DRB 1008793)

Dear Mr. Cloud:

Enclosed for Development Review Board (DRB) preliminary plat review and comment are copies of the following information:

- Application for Development Review
- Cover letter w/Justifications for Variances and Vacations
- Detailed traffic engineering justification for the vacation of Tierra Pintada ROW
- Twenty-four (24) copies of each of the Preliminary/Final Plat
- Twenty-four (24) copies of the Vacation Action Exhibit
- Twenty-four (24) copies of the documents which created the original easements
- Certificate of No Effect
- Letter from the Office of Neighborhood Coordination
- Zone Atlas Map with the entire property outlined.
- Submittal Fees

This plat and accompanying requests are being presented to the Development Review Board for the purpose of obtaining City review and approval. The submittal and application is a proposed re-subdivision of Parcels C and D, Westland North. We are requesting a minor subdivision review, and bulk land variance review. Additionally, we are seeking vacation actions for the Tierra Pintada ROW as well as existing access and utility easements.

A Memorandum of Understanding (MOU) is being prepared to memorialize key provisions of the APS agreements with the City for development of the property. This MOU may address platting, infrastructure and understandings for development schedules and engineering studies.

The platting is in preparation for APS development of Parcel C-1 in the near term as an athletic and recreational facility site, including a stadium use. Parcel C-2 (10.15 acres) is the areal equivalent of the vacated area of Tierra Pintada, making this essentially a land swap (roadway ROW for public park land). The parcel is to be separately deeded as a City park, but is not proposed for imminent park development. The remaining tracts are not proposed nor anticipated for development in the near future, and are anticipated to be subject to future DRB review process. A major portion of parcel C-3 is under early consideration by City Parks for a regional park site.

Bulk Land Variance- Justification
We are seeking an infrastructure waiver or variance for Parcels C-1, C-2, C-3 & D-1. Tract C-1 will be subject to the aforementioned MOU. The other tracts are not proposed for imminent development, and are subject to future DRB process when developed.

Vacation Actions- Justification
We are seeking vacation of the following ROW's and/or easements:

- Tierra Pintada Street ROW, adjacent to Parcel C. Current projected vehicular v/c ratios for this roadway stretch are extremely low in the original master plan. Further, given the proposed athletic complex use, average daily vehicle trips from this property will be further significantly reduced, please see the separately attached detailed traffic engineer justification for further information.
- Existing 86' Wide Temporary Floating Access Easement, across Parcels C and D. Justification is similar to the Tierra Pintada justification above, plus given the proposed athletic complex use, average daily vehicle trips from this property will be significantly reduced, making the easement unnecessary for adequate transportation network in the vicinity of the property. Additionally, the vacation is critical for efficient site planning of the proposed athletic complex. Please also see the separately attached detailed traffic engineer justification for further information
- Existing 30' Wide Electric Easement. This easement is already released by the power company in 2002, and this request seeks only to formally vacate by platting/vacation action.
- AMAFCA Drainage Easements. After consultation and agreements with AMAFCA, vacation of these easements is being requested in accordance with planned upstream work to divert flow from these easements.

Please place this item on the DRB Agenda to be heard on August 17, 2011. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,

James R. Topmiller, P.E.
Senior Vice President
Community Development & Planning

JRT/tms
Enclosures

cc: Jeff Garrett, WALH
Martin Eckert, APS
Jim Strozier, Consensus Planning

Justification for Vacation of Tierra Pintada ROW and 86' Temporary Access Easement

Parcels C and D, Westland North Plat

Introduction and Purpose

Proposed development and bulk land waiver platting of Parcels C and D of the Westland North plat has caused a request to vacate the existing City ROW of Tierra Pintada across the south frontage of Parcel C, and to vacate the existing 86' wide temporary access easement across the mid-section of Parcels C and D. The justification of this request is organized as follows:

1. Existing traffic models of future volumes show low v/c ratios.
2. With the proposed land use of the parcels, ie, an APS athletic and recreational complex and a proposed City regional park site, there will be significant reductions from the daily and peak hour traffic volumes shown in the existing traffic model (w/existing master plan land uses).
3. Internal private road/drive systems will readily replace the existing fixed or semi-fixed alignments of Tierra Pintada and the 86' access easement.

The use of COG traffic model-derived v/c data from the Master Plan traffic studies preclude the need to re-model the roadway network for this discussion.

Please recognize that the justification(s) presented below in more detail apply to both the vacation request of both Tierra Pintada and the 86' wide access easement.

Volume/Capacity Review of the Existing/Proposed Street Network

Strong support for the vacation of Tierra Pintada, south of Arroyo Vista, comes from analysis conducted for the November 6, 2007 ***Transportation Re-Evaluation Study of the Roadway Network for the Westland Sector Plan Amendment Town Center Re-Location Project# 1000570*** that moved the Town Center uses closer to the Interstate. This project (R-08-58) was approved by the City Council June 2, 2008.

This study focused on the Westland North Master Plan area. The applicable figure from that study is attached. It included a detailed emme/2 modeling analysis of 2015 and 2030 levels of development for the Master Plan area. It found that Tierra Pintada had volume-to-capacity (v/c) ratios ,for this section of Tierra Pintada within the Master Plan/Town Center planned levels of development, ranged from 0.19 to

0.47. This indicates that even with the Master Plan levels of development, there was significant excess capacity on this stretch of Tierra Pintada. As demonstrated in the next section, the trip generation for the area that would use Tierra Pintada has been reduced by over 98% indicates that this stretch of Tierra Pintada is not required for circulation.

Streets south of and parallel to Tierra Pintada, such as Ladera Drive and future Town Center Drive, have v/c ratios that have v/c ratios at 0.62 – 0.72. These large 4-lane arterial boulevards will carry the bulk of traffic in the Town Center area and are not expected to have significant changes due to the vacation of Tierra Pintada.

Other large arterial boulevards that serve the Town Center area, such as 98th Street/Arroyo Vista and future 118th Street are also expected to benefit from the reduction in trips from the change in land use. These arterials too have excess capacity as shown by their v/c ratios, even prior to the trip reductions of the proposed land use. Arroyo Vista, north of I-40 is shown to operate at v/c ratios of 0.8 – 0.9. 118th Street (as an interchange) is also shown to operate with a similar v/c ratio near I-40 (0.58 – 0.87). However, the v/c ratios for both of these roadways drop significantly north of Town Center Drive and Ladera.

Lastly, the north-south streets shown in Parcel C and D in the attached exhibit, including the street that represents the 86' wide temporary access easement, which streets connect the vacated portion of Tierra Pintada to Arroyo Vista and Ladera Drive, are shown to have v/c ratios under 0.10 with only one reach showing 0.18. This indicates lower usage of these roadways in the 2030 Master Plan development scenario.

In summary, due to the low v/c ratios forecast for the extension of Tierra Pintada under Master Plan levels of development, and the low v/c ratios of streets that connect to the extension of Tierra Pintada, as well as the availability of the large arterial Ladera and Town Center Drive to service the Master Plan area, it is considered appropriate that the vacation be approved.

Daily Trip Generation Comparisons

Another major justification point for the vacation of Tierra Pintada and the 86' access easement is the significant reduction in traffic made possible by the proposed land uses (APS recreational site and

regional park) when compared to the trips generated by the current approved master plan land uses (commercial and residential).

As a result of the construction of the City Regional Park and APS Recreational Complex, the daily trips for these parcels will be reduced significantly, and most events are happening on late Friday evenings and Saturdays. Further, both the City Park and APS Complex will not have significant everyday activities during the peak commuting hours. Activities at both locations expected to be off-peak and on weekends when traffic volumes are generally much lower than during the peak hours. Indeed, the peak hour trip component of both facilities is expected to be relatively small.

A comparison of the expected daily traffic for each site is listed below, along with two estimates of trip generation for the possible Master Plan land uses for the same area (we'll use the Recreational Site and the regional park site area).

Land Use	Size	Daily Trips
Proposed Land Use		
City regional park	81 acres	189
Recreational Site/Stadium	110 acres	60
Total	191 acres	249
Existing Master Plan Land Use Alternative #1		
All Residential	191 acres (1528 DU's)	12,586
Existing Master Plan Land Use Alternative #2		
85% Residential	162 acres (1296 DU's)	10,817
15% Commercial	29 acres (315,810 sf)	13,427
Total	191 acres	24,244
Difference with All Residential Use (Alt #1)		12,337 trip decrease
Difference with Mixed Use (Alt #2)		23,995 trip decrease

It can be seen from the table that there will be a significant reduction is daily trips with the change in use of the sites.

In summary, the total daily trips decrease anywhere from 12,337 to 23,995 trips per day, or in the best case, an over 98% reduction in daily trips. A comparable reduction in peak hour trips is expected , due to operation and scheduling of events at the Stadium and park compared to the typical peak hour.

Internal Drives and Circulation

The nature of the proposed use (large recreation site) anticipates that a well thought out site circulation plan (and City permit review will be involved) will be available onsite for the users of the APS Recreation Site. This internal drive system will adequately replace the vacated Tierra Pintada and 86' access easement.

Conclusion

The above justification provides evidence that the proposed vacation of Tierra Pintada and the existing 86' wide temporary access easement is acceptable.

2030 PM V/C

Bohannan ▲ Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

Figure 4

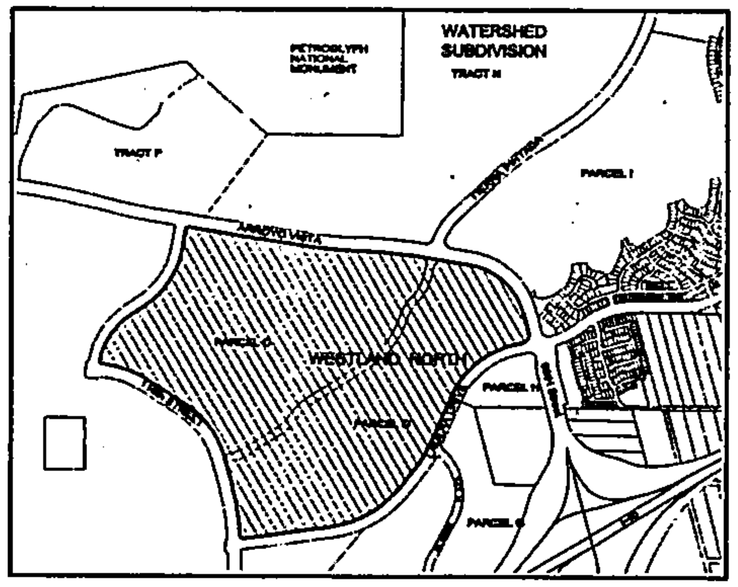
2030 PM V/C

Acceptable V/C = 0 - 0.89

Approaching Capacity V/C = 0.9 - 0.99

Over Capacity V/C = 1.0 - 1.09

Severely Congested V/C = 1.1 and Above



LOCATION MAP

ZONE ATLAS INDEX MAP NOS. J-7, J-8, K-7 & K-8
NOT TO SCALE

SUBDIVISION DATA

1. DRB No. 1000793
2. Zone Atlas Index Nos. J-7, J-8, K-7, K-8
3. Gross Subdivision Acreage: 340.4559 acres.
4. Total Number of Parcels Created:4 Parcels.
5. No Streets were created.
6. A portion of Tierra Pintada RW consisting of 10.1877 acres vacated by Vacation Action.
7. Date of Survey: March, 2011.
8. Plat is located within the Town of Atrisco Grant, within projected Sections 17, 18, 19 & 20, T10N, R2E, NMPM.

PURPOSE OF PLAT

The Purpose of this plat is to subdivide Parcels C and D, Westland North, 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 December 27, 2000 in Book 2000C, page 316 together with a portion of Tierra Pintada Right of Way into 4 Parcels, to grant easements, to vacate easements and to vacate a portion of public street right-of-way.

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

A. Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.

B. New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas.

C. Qwest for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.

D. Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (above ground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer

In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

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DESCRIPTION

A certain tract of land located within the Town of Atrisco Grant, within projected Sections 17, 18, 19 and 20, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being and comprising all of Parcels lettered "C" and "D", Westland North, 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 December 27, 2000 in Book 2000C, page 316 together with a portion of Tierra Pintada Right of Way and being more particularly described by New Mexico State Plane Grid Bearings (NAD83 Central Zone) and ground distances as follows:

BEGINNING at the northwest corner of said Tract C, said point being the east northeast point of return at the intersection of High Mesa Drive NW and Arroyo Vista Boulevard NW, WHENCE the City of Albuquerque Control Monument "BH 41", a brass disc having New Mexico State Plane Grid Coordinates (NAD 83 Central Zone) N=1,496,808.828 and E=1,461701.378, bears N44°44'17"E a distance of 7840.66 feet;

THENCE along the northerly boundary of the tract herein described, coincident with the northerly boundary of said Parcel C and Parcel D and the southerly right-of-way of said Arroyo Vista Boulevard NW, the following six (6) courses;

S81°01'30"E a distance of 1666.32 feet to a found #5 rebar and survey cap stamped "PS 11993" marking a point of curvature;
730.77 feet along the arc of a curve to the left having a radius of 5102.00 feet, a central angle of 8°12'24" and a chord bearing S85°07'57"E a distance of 730.14 feet to a found #5 rebar and survey cap stamped "PS 11993" marking a point of reverse curvature;
700.82 feet along the arc of a curve to the right having a radius of 4810.00 feet, a central angle of 8°10'32" and a chord bearing S85°08'41"E a distance of 700.02 feet to a point of tangency;
S81°03'00"E a distance of 785.82 feet to a found #5 rebar and survey cap stamped "PS 11993" marking a point of curvature;
1049.51 feet along the arc of a curve to the right having a radius of 910.00 feet, a central angle of 66°04'48" and a chord bearing S48°01'27"E a distance of 992.31 feet to a found #5 rebar and survey cap stamped "PS 11993 marking a point of tangency;
S14°58'53"E a distance of 288.93 feet to the most easterly corner of the tract herein described, identical to the north northwest point of return at the intersection of Arroyo Vista Boulevard NW and Ladera Drive NW;

THENCE along said return, 159.35 feet along the arc of a curve to the right having a radius of 100.00 feet, a central angle of 91°18'07" and a chord bearing S30°40'11"W a distance of 143.02 feet to the west northwest point of return at the intersection of Arroyo Vista Boulevard NW and Ladera Drive NW;

THENCE along the southeasterly boundary of the tract herein described, coincident with the southeasterly boundary of said Parcel D and the westerly right-of-way of Ladera Drive NW, the following seven (7) courses;

S76°19'14"W a distance of 116.75 feet to a point of curvature;
1179.42 feet along the arc of a curve to the left having a radius of 1278.00 feet, a central angle of 52°57'33" and a chord bearing S49°50'28"W a distance of 1137.99 feet to a point of tangency;
S23°21'42"W a distance of 799.37 feet to a point of curvature;
301.50 feet along the arc of a curve to the right having a radius of 1134.00 feet, a central angle of 15°22'06" a chord bearing S31°02'48"W a distance of 300.59 feet to a point of tangency;
S38°43'49"W a distance of 382.41 feet to a point of curvature;
1078.36 feet along the arc of a curve to the right having a radius of 1424.00 feet, a central angle of 43°18'28" and a chord bearing S80°23'03"W a distance of 1050.91 feet to a point of tangency;
S82°02'17"W a distance of 1221.39 feet to the most southerly corner of the tract herein described, also being the east northeast point of return at the intersection of Ladera Drive NW and 118th Street NW;

THENCE along said return, 50.00 feet along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 95°29'39" and a chord bearing N50°12'53"W a distance of 44.41 feet to a point of reverse curvature;

THENCE along the westerly boundary of the tract herein described, coincident with the westerly boundary of said Parcels C and D and the easterly right-of-way of 118th Street NW the following five (5) courses;

717.86 feet along the arc of a curve to the left having a radius of 3090.00 feet, a central angle of 13°18'36" and a chord bearing N09°07'23"W a distance of 716.24 feet to a point of tangency;
N15°46'42" W, 422.57 feet to a point of curvature;
875.38 feet along the arc of a curve to the left having a radius of 1236.90 feet, a central angle of 40°34'56" and a chord bearing N36°04'03"W a distance of 857.20 feet to a point of tangency;
N56°21'31"W a distance of 680.68 feet to a point of curvature;
854.32 feet along the arc of a curve to the left having a radius of 1236.90 feet, a central angle of 39°26'02" and a chord bearing N71°31'17"W a distance of 846.70 feet to a point of reverse curvature at the east northeast point of return at the intersection of 118th Street NW and High Mesa Drive NW;

THENCE along said return 50.81 feet along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 97°02'16" and a chord bearing N38°10'10"W a distance of 44.96 feet to a point of compound curvature at the most westerly corner of the tract herein described;

THENCE continuing along the westerly boundary of the tract herein described, coincident with the westerly boundary of said Parcel C and the easterly right-of-way of High Mesa Drive NW, the following three courses;

918.21 feet along the arc of a curve to the right having a radius of 1024.00 feet, a central angle of 51°22'36" and a chord bearing N36°02'16"E a distance of 887.76 feet to a point of reverse curvature; 1083.77 feet along the arc of a curve to the left having a radius of 1188.00 feet, a central angle of 52°45'04" and a chord bearing N36°21'02"E a distance of 1056.54 feet to a point of tangency;
N08°58'30"E a distance of 255.50 feet to the south southeast point of return at the intersection of High Mesa Drive NW and Arroyo Vista Boulevard NW;

THENCE along said return, 47.12 feet along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 90°00'00" and a chord bearing N53°58'30"E a distance of 42.43 feet to the POINT OF BEGINNING.

This tract contains 340.4559 acres, more or less.

FREE CONSENT AND DEDICATION

The plat shown hereon is made with free consent and in accordance of the desires of the undersigned owner(s), the execution of this plat is their free act and deed. Those signing as owner(s) warrant that they hold among them, complete indefeasible title in fee simple to the land shown on this plat. Owner(s) hereby affirm that the described property shown on this plat lies within the platting and subdivision jurisdiction of Albuquerque, New Mexico. Said owner(s) hereby grant all Easements as may be shown on this plat; and hereby dedicate Public Rights-of-Way as may be shown on this plat to The City of Albuquerque, New Mexico in Fee Simple with Warranty Covenants.

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.,
as Servicing Member

Name: MARK WUEST
Title: VICE PRESIDENT

State of New York)
SS
County of New York)

This instrument was acknowledged before me on 27th day of April 2011,
by MICHAEL T. ROBSON

My Commission Expires: 5/21/11 Notary Public

MICHAEL T. ROBSON
Notary Public, State Of New York
No. 01-RO6059156
Qualified In Queens County
Commission Expires 5/21/20 11

Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, New Mexico A/K/A Albuquerque Public Schools

Contract Purchaser (Parcel C-1)

Date: August 26, 2011

Name: Winston Brooks

Title: Superintendent of Schools, Albuquerque Public Schools

State of New Mexico)
SS
County of Bernalillo)

This instrument was acknowledged before me on 26th day of August 2011,

by: Winston Brooks

My Commission Expires: July 8, 2012 Martin Eckert, Jr. Notary Public

OFFICIAL SEAL
Martin Eckert, Jr.
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: July 8, 2012

NOTES

1. Bearings are New Mexico State Plane Grid Bearings (Central Zone) NAD 1927. Basis of Bearings is between City of Albuquerque Control Monuments "REWARD" and "BH 41". Bearing = N03°09'40"E
2. Distances are ground distances.
3. All easements of record are shown.
4. Record Bearings and distances are shown in parenthesis and the same as shown on Bulk Land Plat of Westland North filed in the Office of the County Clerk of Bernalillo County, New Mexico on December 27, 2000 in Book 2000C, page 316.
5. This Plat was prepared with information included in Title Commitment issued by First American Title Insurance Company, Commitment No. 1319636-AL04, Effective Date: March 8, 2011.
6. Portions of Parcels C & D are located in Flood Zones "A", "AE", "AO" and "X", per FIRM Map Number 35001C0309G, Revised September 26, 2008; Map Number 35001C0307 Effective Date: October 20, 2008 and Map Number 35001C0326 Effective Date: October 20, 2008.
7. Tracts LD-1-1A, LD-1-1B, LD-1-1C, LD-1-1D, LD-1-1E, LD-1-1F, LD-1-1G, LD-1-1H, LD-1-1J, LD-2-1B AND LD-2-1B designate existing AMAFCA easements as per Court Judgement No. 7-78-03086 filed September 28, 1978 in Misc. Bk 498, pages 648-683, with the District Court of Bernalillo County, New Mexico.
8. Portion of Right-of-Way Easement to Continental Divide Electric Cooperative filed March 12, 1953 in Book D236, page 619, records of Bernalillo County, New Mexico released by Waiver and Release of Easement by Public Service Company of New Mexico filed December 6, 2002 in Book A46, page 1932, records of Bernalillo County, New Mexico to be vacated.
9. Pursuant to Section 14-14-4-7 of the City of Albuquerque Code of Ordinances, "No property within the area of this Plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of proposed Plat. The foregoing requirement shall be a condition to approval of this plat".
10. Parcel C-2 will be conveyed to the City of Albuquerque by a separate deed in exchange for Tierra Pintada Street NW vacated right-of-way.
11. Interior tract corners will be monumented with a #5 rebar and Plastic Survey Cap stamped "Gromatzky PS 16469".
12. A portion of the property is impacted by the regulations in the Northwest Mesa Escarpment Plan. Specifically, a portion of the property is designated "View Area". The View regulations primarily address height and building colors.

PLAT OF
PARCELS C-1, C-2, C-3 & D-1
WESTLAND NORTH

(A REPLAT OF PARCELS C & D, WESTLAND NORTH)

ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
APRIL 2011

PROJECT NUMBER 1000793

APPLICATION NUMBER

UTILITY APPROVALS:

QWEST CORPORATION d/b/a CENTURYLINK QC — DATE

COMCAST CABLE — DATE

PNM ELECTRIC SERVICES — DATE

NEW MEXICO GAS COMPANY — DATE

CITY APPROVALS:

CITY SURVEYOR — DATE 5-3-11

TRAFFIC ENGINEERING, TRANSPORTATION DIVISION — DATE

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY — DATE

PARKS & RECREATION DEPARTMENT — DATE

A.M.A.F.C.A. — DATE

CITY ENGINEER — DATE

DRB CHAIRPERSON, PLANNING DEPARTMENT — DATE

REAL PROPERTY DIVISION — DATE

TAX CERTIFICATION

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC #

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE — DATE

SURVEYOR'S CERTIFICATION

I, Robert Gromatzky, a registered Professional New Mexico Surveyor, certify that I am responsible for this survey and that this plat was prepared by me or under my supervision, shows all existing easements as shown on the plats of record, or made known to me by the owner, utility companies, or other interested parties and conforms to the Minimum Requirements of the Board of Registration for Professional Engineers and Professional Surveyors and meets the minimum requirements for monumentation and surveys contained in the Albuquerque Subdivision Ordinance, and is true and accurate to the best of my knowledge and belief.

Robert Gromatzky
New Mexico Professional Surveyor 16469

Date: APRIL 26, 2011

ROBERT GROMATZKY
NEW MEXICO
16469
LICENSED PROFESSIONAL SURVEYOR

SHEET 1 OF 3

Bohannan ▲ Huston
7500 JEFFERSON STREET NE ALBUQUERQUE, NEW MEXICO

JOB NO. 20110349 003 01

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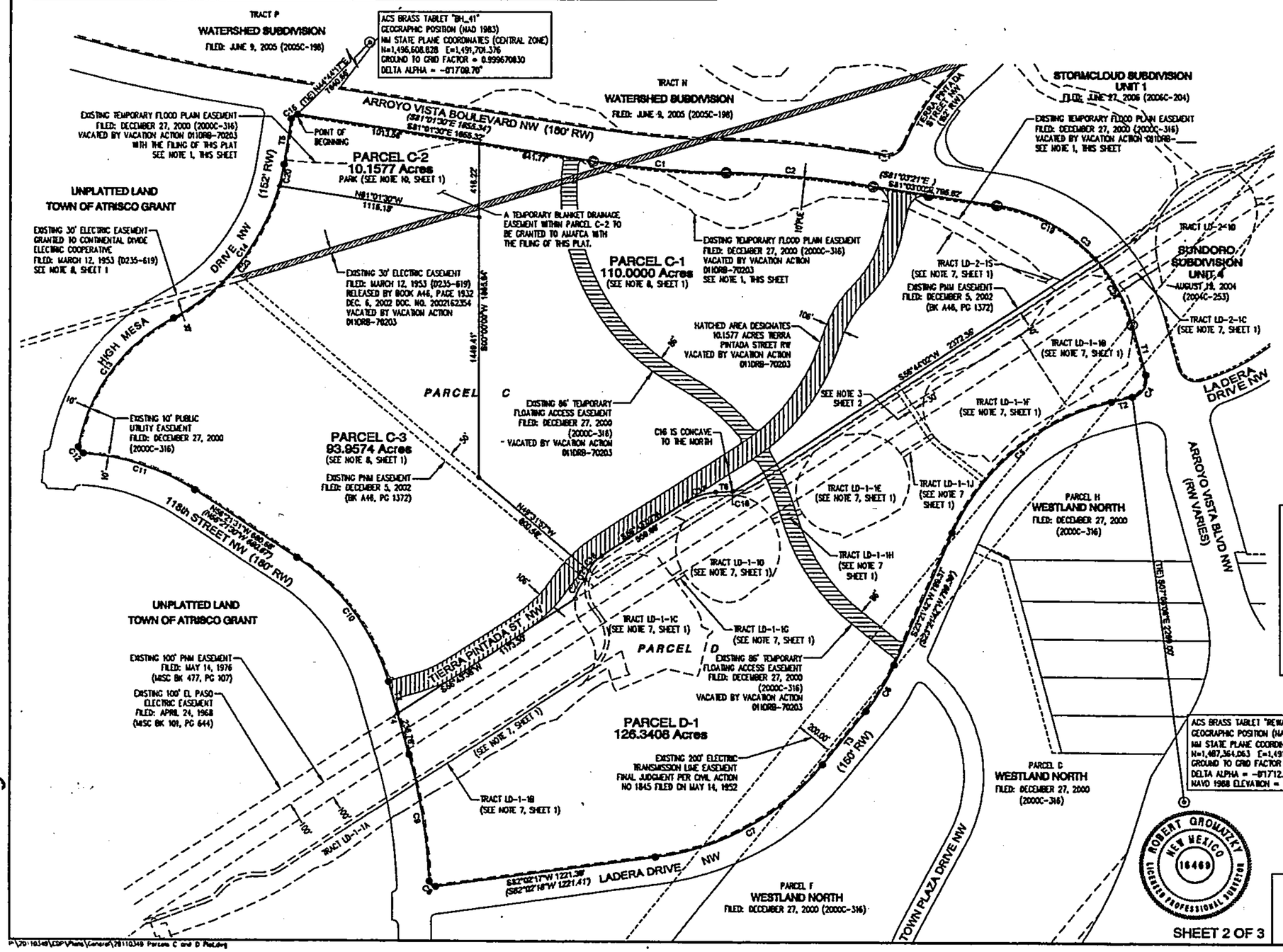
PLAT OF
PARCELS C-1, C-2, C-3 & D-1
WESTLAND NORTH

(A REPLAT OF PARCELS C & D, WESTLAND NORTH)

ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
APRIL, 2011

Curve Data							(Record Curve Data)						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG	ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	08°12'24"	368.01'	730.77'	5102.00'	730.14'	S85°07'57"E	C1	08°12'27"	368.05'	730.84'	5102.00'	730.22'	S85°07'43"E
C2	08°10'32"	350.90'	700.62'	4910.00'	700.02'	S85°08'41"E	C2	08°10'35"	350.93'	700.68'	4910.00'	700.08'	S85°08'39"E
C3	56°04'48"	581.86'	1049.51'	910.00'	992.31'	S48°01'27"E	C3	56°04'29"	581.81'	1049.43'	910.00'	992.24'	S48°01'07"E
C4	91°18'07"	102.30'	159.39'	100.00'	143.02'	S30°40'11"W	C4	91°18'07"	102.30'	159.35'	100.00'	143.02'	S30°40'11"W
C5	52°57'33"	636.62'	1179.42'	1276.00'	1137.86'	S49°50'28"W	C5	52°57'33"	636.62'	1179.42'	1276.00'	1137.88'	S49°50'28"W
C6	15°22'08"	151.88'	301.50'	1124.00'	300.58'	S31°02'46"W	C6	15°22'08"	151.88'	301.50'	1124.00'	300.58'	S31°02'46"W
C7	43°18'28"	565.36'	1076.35'	1424.00'	1050.81'	S60°23'03"W	C7	43°18'28"	565.36'	1076.36'	1424.00'	1050.82'	S60°23'03"W
C8	95°29'36"	33.02'	50.00'	30.00'	44.41'	N50°12'53"W	C8	95°29'36"	33.02'	50.00'	30.00'	44.41'	N50°12'53"W
C9	13°18'38"	350.55'	717.85'	3090.00'	716.24'	N09°07'23"W	C9	13°18'38"	350.55'	717.86'	3090.00'	716.24'	N09°07'23"W
C10	40°34'58"	456.96'	875.38'	1235.90'	857.20'	N36°04'03"W	C10	39°06'44"	439.02'	843.88'	1235.92'	827.39'	N36°48'08"W
C11	30°20'02"	335.02'	654.32'	1236.90'	646.70'	N71°31'17"W	C11	30°20'02"	336.02'	654.32'	1235.92'	646.71'	N71°31'17"W
C12	97°02'16"	33.93'	50.81'	30.00'	44.95'	N36°10'10"W	C12	97°02'15"	33.93'	50.81'	30.00'	44.95'	N36°10'10"W
C13	51°22'35"	482.58'	918.21'	1024.00'	887.73'	N36°02'16"E	C13	51°22'37"	482.58'	918.22'	1024.00'	887.78'	N36°02'16"E
C14	52°45'04"	589.10'	1093.77'	1188.00'	1055.54'	N35°21'02"E	C14	52°45'04"	589.10'	1093.77'	1188.00'	1055.55'	N35°21'03"E
C15	90°00'00"	30.00'	47.12'	30.00'	42.43'	N53°58'30"E	C15	90°00'00"	30.00'	47.12'	30.00'	42.43'	N53°58'30"E

Curve Data						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C16	00°47'47"	1.88'	3.77'	271.11'	3.77'	S86°19'10"W
C17	30°00'00"	83.33'	162.84'	311.00'	160.99'	S71°43'03"W
C18	29°56'20"	56.38'	110.19'	211.00'	108.94'	S41°45'27"W
C19	38°24'57"	325.97'	626.02'	910.00'	613.79'	S61°21'22"E
C20	06°04'12"	62.99'	125.66'	1188.00'	125.60'	N12°00'36"E
C21	15°21'08"	28.44'	56.54'	211.00'	56.37'	S19°07'13"W
C22	36°31'48"	62.38'	120.50'	189.00'	118.47'	S27°36'26"W
C23	46°40'51"	512.63'	967.91'	1188.00'	941.36'	N36°23'08"E
C24	26°39'50"	215.68'	423.46'	910.00'	419.88'	N28°18'58"W



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SCALE: 1" = 400'

Tangent Data		
ID	BEARING	DISTANCE
T1	S14°58'53"E	288.93'
	(S14°58'52"E)	(288.94')
T2	S78°19'14"W	116.75'
	(S78°19'15"W)	(116.75')
T3	S38°43'48"W	382.41'
	(S38°43'50"W)	(382.41')
T4	N15°48'42"W	422.57'
	(N15°48'42"W)
T5	N08°58'30"E	256.50'
	(N08°58'30"E)	(256.52')
T6	S86°43'03"W	94.03'
T7	N15°48'42"W	185.81'
T8	N15°48'42"W	236.78'

NOTES

1. The existing temporary floodplain easements to be vacated by this plat are subject to a future approval of a Letter of Map Revision (LOMR) by FEMA, and the final release of the temporary floodplain easements will be evidenced by the future execution and recordation of a "Quitclaim Deed/Release of Easement" by the AMAFCA Board after receipt of the FEMA approval of the LOMR.
2. There is an "A" flood zone on Parcel C-2, "A" and "AO" flood zones on Parcel C-1 and "AO" and "AE" flood zones on Parcel D-1. See FIRM panels 35001C0307, 35001C0309 and 35001C0328 for more information.
3. The following easements are Granted with the filing of this plat:
   a.) Floating 30' Access Easement Granted to AMAFCA for maintenance of The Ladera Dam System.

LEGEND

- CITY OF ALBUQUERQUE CONTROL MONUMENT
- SET #5 REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "GROMATZKY PS 16469"
- FND #5 REBAR AND PLASTIC CAP STAMPED "PS 11983"
- BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- ADJOINING PROPERTY LINE
- PUE — PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT

ROBERT GROMATZKY NEW MEXICO 16469 LICENSED PROFESSIONAL SURVEYOR

SHEET 2 OF 3

Bohannan Huston
7500 JEFFERSON STREET NE ALBUQUERQUE, NEW MEXICO

JOB NO. 30110349 003 01

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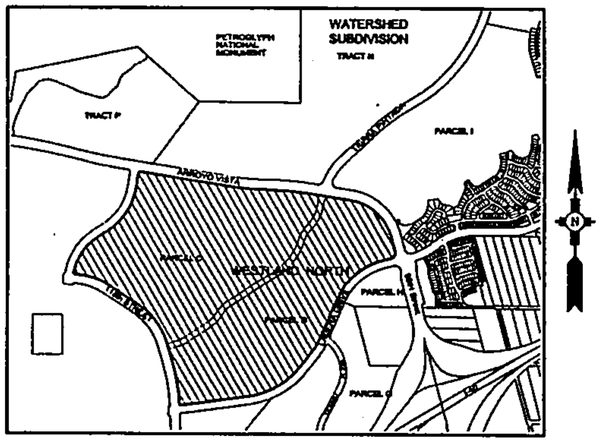
PLAT OF
PARCELS C-1, C-2, C-3 & D-1
WESTLAND NORTH

(A REPLAT OF PARCELS C & D, WESTLAND NORTH)

ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
APRIL, 2011



LOCATION MAP

ZONE ATLAS INDEX MAP NOS. J-7, J-8, K-7 & K-8
NOT TO SCALE

NOTICE OF SUBDIVISION PLAT CONDITIONS

Future subdivision of Parcels C-2, C-3, and D-1, zoning Site Development Plan approvals, and development permits may be conditioned upon dedication of rights-of-way and easements, and/or upon infrastructure improvements by the owner for water, sanitary sewer, streets, drainage, grading and parks in accordance with current resolutions, ordinances and policies in effect at the time for any specific proposal.

The City and AMAFCA (with reference to drainage) may require and/or permit easements to be added, modified, or removed when future plats and/or Site Development Plans are approved.

By its approval of this subdivision the City makes no representation or warranties as to availability of utilities, or final approval of all requirements including (but not limited to) the following items: water and sanitary sewer availability; future street dedications and/or improvements; park and open space requirements; drainage requirements and/or improvements; and, excavation, filling or grading requirements. Any person intending development of lands within this subdivision is cautioned to investigate the status of these items.

At such time as all such conditions have been satisfactorily met, the City Engineer shall approve a recordable document, removing such conditions from all or from a portion of the area within the subject subdivision.

NOTE

1. Most of this property is within the View Area of the Northwest Escarpment Plan.

ROBERT GRO MATZKY
NEW MEXICO
16469
LICENSED PROFESSIONAL SURVEYOR

SHEET 3 OF 3

Bohannan Huston
7500 JEFFERSON STREET NE ALBUQUERQUE, NEW MEXICO

JOB NO. 20110348 003 01

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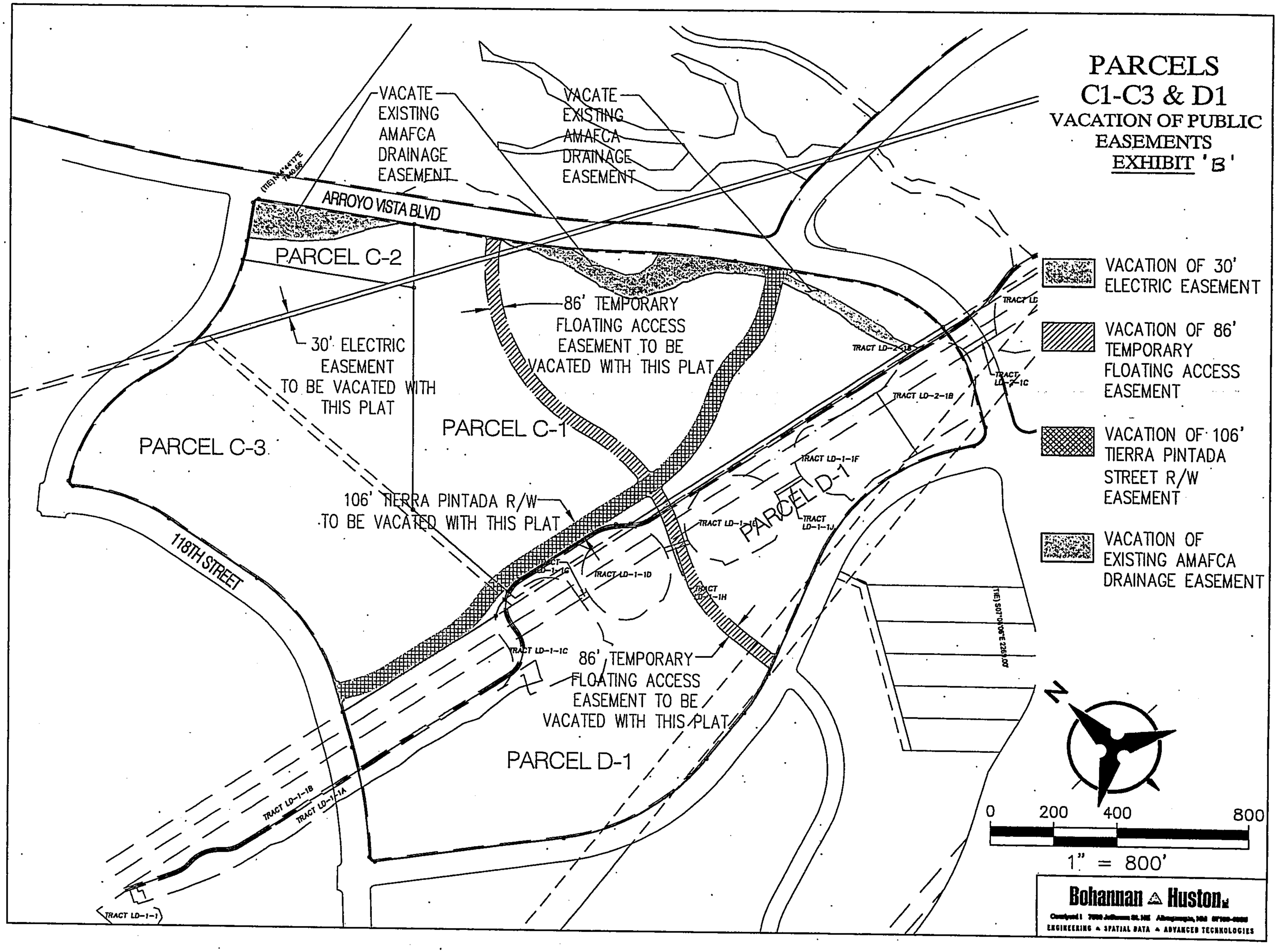
PARCELS C1-C3 & D1
VACATION OF PUBLIC EASEMENTS
EXHIBIT 'B'



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PARCEL D (16)

PUBLIC SERVICE COMPANY OF NEW MEXICO
EASEMENT

THIS INDENTURE made this 16th day of AUGUST, 20 02 by and between

Westland Development Co., Inc., a New Mexico corporation

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation for its Electric Services Division (Grantee), its successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar ($1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee, its successors and assigns, a perpetual easement to build, rebuild, construct, reconstruct, locate relocate, change, remove, modify, renew, operate, and maintain overhead and/or underground facilities for the transmission and distribution of electric power and energy facilities for Grantee's internal communication purposes, or either of, any or all such purposes, including lines, poles, guy wires, conduits, and other equipment, fixtures and structures necessary to maintain such facilities on, over, beneath and across the easement hereinafter described, together with free access to, from, and over said easement, ~~with the right and privilege of going upon, over and across adjoining lands of Grantor~~ for the purposes set forth herein and with the right to utilize the easement to extend services to customers of Grantee, and to trim and remove any trees, shrubs or bushes which interfere with the purpose set forth herein. The easement granted herein is within lands situate in BERNALILLO County, New Mexico, and is more particularly described as follows, to wit:

PNM Project No. R2991-BW115kV

A 30' and 50' easement within PARCEL I, PARCEL D and PARCEL C, of Plat of the Bulk Land Plat of WESTLAND NORTH situate in Section 16, 17 and 18, T.10N., R.2E., N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County in Plat Book 2000C, Page 316, Document No. 2000127146 on December 27, 2000 and being more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof.

Except for surface maintenance violations (i.e. trash and/or litter) caused by Grantor, Grantee shall be responsible for reasonable maintenance of the surface of said easement only at such time when mandated in writing by a governmental agency pursuant to applicable governmental ordinances. In the event Grantor grants right of use for structures and/or improvements in this easement corridor to other user(s), then Grantee's surface maintenance responsibility shall become the burden of the new user(s).

Subject to any easements, restrictions or encumbrances of record.

Grantor hereby covenants that Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, provided that Grantor shall not erect nor construct any building, pool, or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates clearance provisions of the National Electrical Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantees shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantee.

WITNESS ~~its~~ hand ~~----------~~ and seal ~~----------~~ this 16th day of August, 20 02

Barbara Page (SEAL) _____ (SEAL)
President & CEO

_____ (SEAL) _____ (SEAL)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____

By _____

My commission expires:

(Seal)

_____
Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on

AUGUST 16, 20 02.

By BARBARA PAGE, PRESIDENT + CEO
(Name of Officer) (Title of Officer)

of Westland Development Co., Inc.
(Corporation Acknowledgment)

a New Mexico corporation, on behalf of said corporation.
(State of Incorporation)

My commission expires:
(Seal)

Linda J. Blair
Notary Public

My Commission Expires 8/5/05

PNM 470 8/94

FOR RECORDER'S USE ONLY

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Mary Herrera Bern. Co. EASE R 13.00

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EXHIBIT "A"

PNM Project No. R2991-BW115kV

A thirty (30) foot and fifty (50) foot wide easement within PARCEL I, PARCEL D and PARCEL C, of Plat of the Bulk Land Plat of WESTLAND NORTH situate in Section 16, 17 and 18, T.10N., R.2E., N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County in Plat Book 2000C, Page 316, Document No. 2000127146 on December 27, 2000 and being more particularly described as follows and depicted on Exhibit "B", attached hereto and made a part hereof:

An easement fifty (50) feet wide beginning at a point (marked by a steel utility pole) within Parcel I and a point within an existing two-hundred (200) foot wide El Paso Electric easement and a point at the center of an existing thirty (30) foot wide PNM Electric easement (previously Plains Electric easement): whence for a Tie, a Petroglyph National Monument brass cap being angle point No. 18, bears S.86°58'20"W. a distance of 3955.23 feet; Running thence as a fifty (50) foot wide easement being twenty-five (25) feet on both sides of the following described centerline:

S.38°39'54"W. a distance of 1844.94 feet to an angle point (marked by a steel utility pole) and this portion of easement lying within an existing 200' easement; Thence continuing as a thirty (30) foot wide easement parallel and adjacent to an existing one-hundred (100) foot wide El Paso Electric Company easement being twenty-five (25) feet to the right and five (5) feet to the left of the following described centerline:

S.56°45'32"W. a distance of 4856.22 feet to an angle point (marked by a steel utility pole), said portion of easement crossing over Parcel I and Parcel D; Thence continuing as a fifty (50) foot wide easement being twenty-five (25) feet on both sides of the following described centerline:

N.49°30'37"W. a distance of 2612.43 feet to an angle point (marked by a steel utility pole), said portion of easement crossing over Parcel D and Parcel C and Ending said easement at the center point of an existing thirty (30) foot wide PNM Electric easement; whence for a Tie, a Petroglyph National Monument brass cap being angle point No. 19, bears N.32°34'34"E. a distance of 2620.09 feet.

Excepting from the above-described easement the area within the Arroyo Vista Boulevard and Tierra Pintada Street right of ways as dedicated to the City of Albuquerque by said Bulk Land Plat of WESTLAND NORTH.

BP

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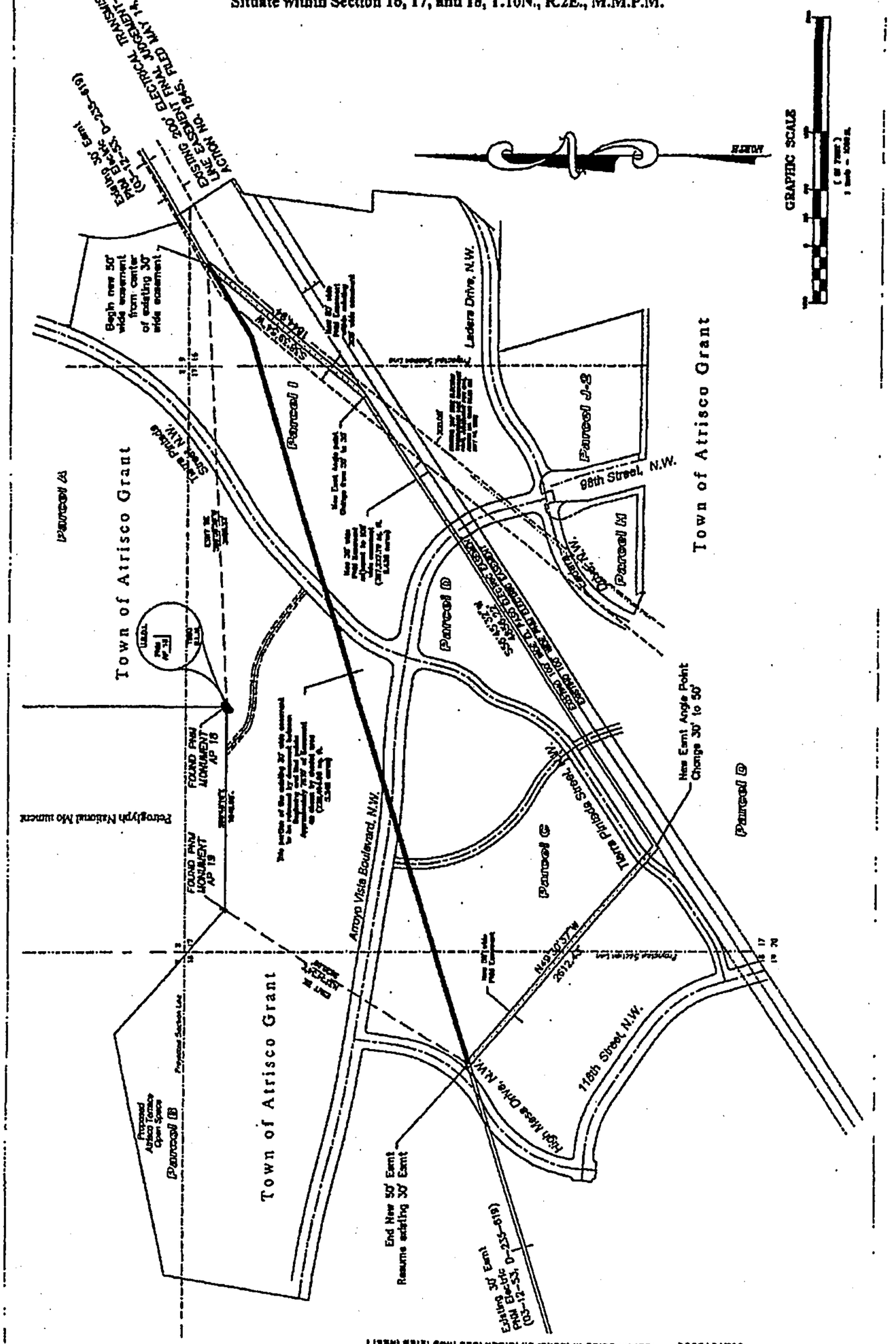
PNM 470 5/94

Exhibit "B"

PNM Easement within

Bulk Land Plat of Westland North

Situate within Section 16, 17, and 18, T.10N., R.2E., M.M.P.M.



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PARCEL D

17

PNM Project #R2991

PUBLIC SERVICE COMPANY OF NEW MEXICO FOR IT'S ELECTRIC SERVICES DIVISION WAIVER AND RELEASE OF EASEMENT

PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), a New Mexico corporation, for it's Electric Services Division, does hereby release, waive, quitclaim and discharge its right title and interest to the present owner or owners, as their interests may appear in the property described below. The interest of PNM in such property was created by that certain Easement or Grant of Right of Way recorded in Bernalillo County, in Book D235, page(s) 619, (Document No. _____). As to all property covered by such Easement or Grant of Right of Way which is not specifically described herein, the right, title and interest of Public Service Company of New Mexico shall not be affected by this release.

The easement (or portion thereof) being released is described as lying and being in Bernalillo County, New Mexico, and described more fully as:

A portion of an easement within PARCEL I, PARCEL D and PARCEL C, of Plat of the Bulk Land Plat of WESTLAND NORTH situate in Section 16, 17 and 18, T.10N., R.2E., N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County in Plat Book 2000C, Page 316, Document No. 2000127146 on December 27, 2000 and being more particularly described as follows:

An easement thirty (30) feet wide being fifteen (15) feet on each side of the following described centerline:

Beginning at a point within said Parcel I, whence for a Tie, a Petroglyph National Monument brass cap being angle point No. 18, bears S.86°58'20"W. a distance of 3955.23 feet; Running thence as a thirty (30) foot wide easement

S.57°44'51"W. a distance of 754.92 feet to an angle point; thence
S.73°00'00"W., 6861.55 feet to the end of easement; whence for a Tie, a Petroglyph National Monument brass cap being angle point No. 19, bears N.32°34'34"E. a distance of 2620.09 feet.

Mary Herrera Bern. Co. KEL R 8.00

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IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 6th day of DECEMBER, 20 02

PUBLIC SERVICE COMPANY OF NEW MEXICO

FOR RECORDER'S USE ONLY

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on DECEMBER 6th, 20 02

By

ROB ROBERTS, MANAGER, RIGHT OF WAY DEPT.,

of Public Service Company of New Mexico, a corporation, on behalf of said corporation.

My commission expires: (Seal) December 15, 2004

Notary Public

PNM REFERENCE NUMBER

PNM 23 2/94

32

City of Albuquerque

P.O. Box 1293 Albuquerque, New Mexico 87103

Planning Department

Deborah Stover, Director

Richard J. Berry, Mayor **Robert J. Perry, CAO**

May 5, 2011

SUBJECT: ALBUQUERQUE ARCHAEOLOGICAL ORDINANCE—Compliance Documentation
Project Number(s):
Case Number(s):
Agent: **Bohannan Huston Inc.**
Applicant: **Western Albuquerque Land Holdings LLC**
Legal Description: **Parcels C & D, Westland North**
Zoning: **SU**
Acreage: **340 acres**
Zone Atlas Page: **J-7, J-8, K-7, K-8**

CERTIFICATE OF NO EFFECT: Yes _____ No _____

***PROVISIONAL* CERTIFICATE OF APPROVAL: Yes __X__ No _____**

TREATMENT PLAN REVIEW: Pending issuance of final survey report by Office of Contract Archeology, University of New Mexico

SUPPORTING DOCUMENTATION: Pending issuance of final survey report by Office of Contract Archeology, University of New Mexico

SITE VISIT: April 29, 2011

RECOMMENDATION(S):

- ***PROVISIONAL CERTIFICATE OF APPROVAL IS ISSUED (ref O-07-72 Section 4C(1), preservation plan required).***
- ***CERTIFICATE of APPROVAL ISSUED for submittal of preliminary platting purposes only. Final Certificate of Approval pending submittal of survey reports, determinations of site eligibility, and data recovery/site treatment plans.***

SUBMITTED:
Matthew Schmader, PhD
Superintendent, Open Space Division, City Archaeologist

NOTICE TO APPLICANTS - SUGGESTED INFORMATION FOR NEIGHBORHOOD NOTIFICATION LETTERS

Applicants for Zone Change, Site Plan, Sector Development Plan approval or an amendment to a Sector Development Plan by the EPC, DRB, etc. are required under Council Bill O-92 to notify **ALL AFFECTED NEIGHBORHOOD AND/OR HOMEOWNER ASSOCIATIONS PRIOR TO FILING THE APPLICATION TO THE PLANNING DEPARTMENT.** Because the purpose of the notification is to ensure communication as a means of identifying and resolving problems early, it is essential that the notification be fully informative.

WE RECOMMEND THAT THE NOTIFICATION LETTER INCLUDE THE FOLLOWING INFORMATION:

1. The street address of the subject property.
2. The legal description of the property, including lot or tract number (if any), block number (if any), and name of the subdivision.
3. A physical description of the location, referenced to streets and existing land uses.
4. A complete description of the actions requested of the EPC:
   a) If a **ZONE CHANGE OR ANNEXATION,** the name of the existing zone category and primary uses and the name of the proposed category and primary uses *(i.e., "from the R-T Townhouse zone, to the C-2 Community Commercial zone").*
   b) If a **SITE DEVELOPMENT OR MASTER DEVELOPMENT PLAN** approval or amendments describe the physical nature of the proposal *(i.e., "an amendment to the approved plan to allow a drive-through restaurant to be located just east of the main shopping center entrance off Montgomery Blvd.").*
   c) If a **SECTOR DEVELOPMENT PLAN OR PLAN AMENDMENT** a general description of the plan area plan concept, the mix of zoning and land use categories proposed and description of major features such as location of significant shopping centers, employment centers, parks and other public facilities.
5. The name, address and telephone number of the applicant and of the agent *(if any).* In particular the name of an individual contact person will be helpful so that neighborhood and/or homeowner associations may contact someone with questions or comments.

INFORMATION FROM THE OFFICE OF NEIGHBORHOOD COORDINATION

The following information should always be in <u>each</u> application packet that you submit for an EPC or DRB application. Listed below is a "Checklist" of the items needed.

[X] ONC's "Official" Letter to the applicant *(if there are associations).* A copy must be submitted with application packet -OR-

[ ] The ONC "Official" Letter *(if there are no associations).* A copy must be submitted with application packet.

[X] Copies of Letters to Neighborhood and/or Homeowner Associations *(if there are associations).* A copy must be submitted with application packet.

[X] Copies of the certified receipts to Neighborhood and/or Homeowner Associations *(if there are associations).* A copy must be submitted with application packet.

***Just a reminder* - Our ONC "Official" Letter is only valid for a one (1) month period and if you haven't submitted your application by this date, you will need to get an updated letter from our office.**

* *

(Below this line for ONC use only)

Date of Inquiry: 7/21/11 Time Entered: 9:45 Am ONC Rep. Initials: [illegible]

34

City of Albuquerque

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

Date: 7-21-2011

TO CONTACT NAME: Becky Gauna
COMPANY/AGENCY: Bohannon Huston - Inc.
ADDRESS/ZIP: 7500 Jefferson St. 87109
PHONE/FAX #: 823-1000 798-7988

Thank you for your inquiry of 7/21/11 (date) requesting the names of **ALL Affected Neighborhood and/or Homeowner Associations** who would be affected under the provisions of O-92 by your proposed project at Arroyo Vista Blvd. N.W.

zone map page(s) J-7-Z/K-7-Z/H-8-9

Our records indicate that the **Affected Neighborhood and/or Homeowner Associations** affected by this proposal and the contact names are as follows:

Oso Volcano

Neighborhood or Homeowner Association

Contacts: List attached

Neighborhood or Homeowner Association

Contacts:

See reverse side for additional Neighborhood and/or Homeowner Associations Information: YES { } NO {x}

Please note that according to O-92 you are required to notify each of these contact persons by ***CERTIFIED MAIL, RETURN RECEIPT REQUESTED, BEFORE*** the Planning Department will accept your application filing. ***IMPORTANT! FAILURE OF ADEQUATE NOTIFICATION MAY RESULT IN YOUR APPLICATION HEARING BEING DEFERRED FOR 30 DAYS.*** If you have any questions about the information provided, please contact our office at (505) 924-3914 or by fax at 924-3913.

Sincerely,

Patrick Montoya

OFFICE OF NEIGHBORHOOD COORDINATION

ATTENTION: *Both contacts for each Neighborhood and/or Homeowner Associations need to be notified.*

Planningnacontactformltr (02/09/11)

TRES VOLCANES N.A. (TVN) "R"
***Anthony Segura** *e-mail:* dasegura@comcast.net
2000 Selway Pl. NW/87120 263-9090 (c)
Thomas Borst *e-mail:* t0m2pat@yahoo.com
1908 Selway Pl. NW/87120 352-6563 (h)
Website: www.tresvolcanes.org **NA E-mail:** info@tresvolcanes.org

Council District: 1
County District: 1
Police Beat: 639/NW
Zone Map #: H-J-8-9

Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

July 22, 2011

Anthony Segura
2000 Selway Place NW
Albuquerque, NM 87120

Thomas Borst
1908 Selway Place NW
Albuquerque, NM 87120

Re: Parcels C & D, Westland North Subdivision
Minor Subdivision Plat Approval w/Bulk Land Variance, Vacation of Public/Private Easements & Vacation of Public Right of Ways (ROWs)- DRB Project #1008793

Dear Mr. Segura, Mr. Borst:

The City of Albuquerque's Office of Neighborhood Coordination has informed us that you are representatives of the Tres Volcanes N.A.

This letter is to advise you that Bohannan Huston, Inc., agent for Western Albuquerque Land Holdings, is submitting a minor subdivision plat request, with bulk land infrastructure variance, vacation actions of roadway and easements. This plat and accompanying requests are being presented to the Development Review Board for the purpose of obtaining City review and approval. The submittal and application is a proposed resubdivision of Parcels C and D, Westland North.

The platting is in preparation for APS development of Parcel C-1 in the near term as an athletic and recreational facility site.

Please feel free to contact me if you have any questions regarding this matter or need information as to the date and time of the public hearing.

Sincerely,

James R. Topmiller, P.E.
Senior Vice President
Community Development & Planning

JRT/tms
Enclosure

Engineering ▲
Spatial Data ▲
Advanced Technologies ▲

P:\20110349\Correspondence\Submittals\Neigh Notice Parcel C & D.doc

Bohannan Huston
Courtyard 1
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

CERTIFIED MAIL

91 7108 2133 3935 6709 4180

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 005.59⁰
0003100114 JUL 22 2011
MAILED FROM ZIP CODE 87109

Thomas Borst
1908 Selway Place NW
Albuquerque, NM 87120

W
8

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Thomas Borst
1908 Selway Pl NE
Albuquerque NM 87120

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

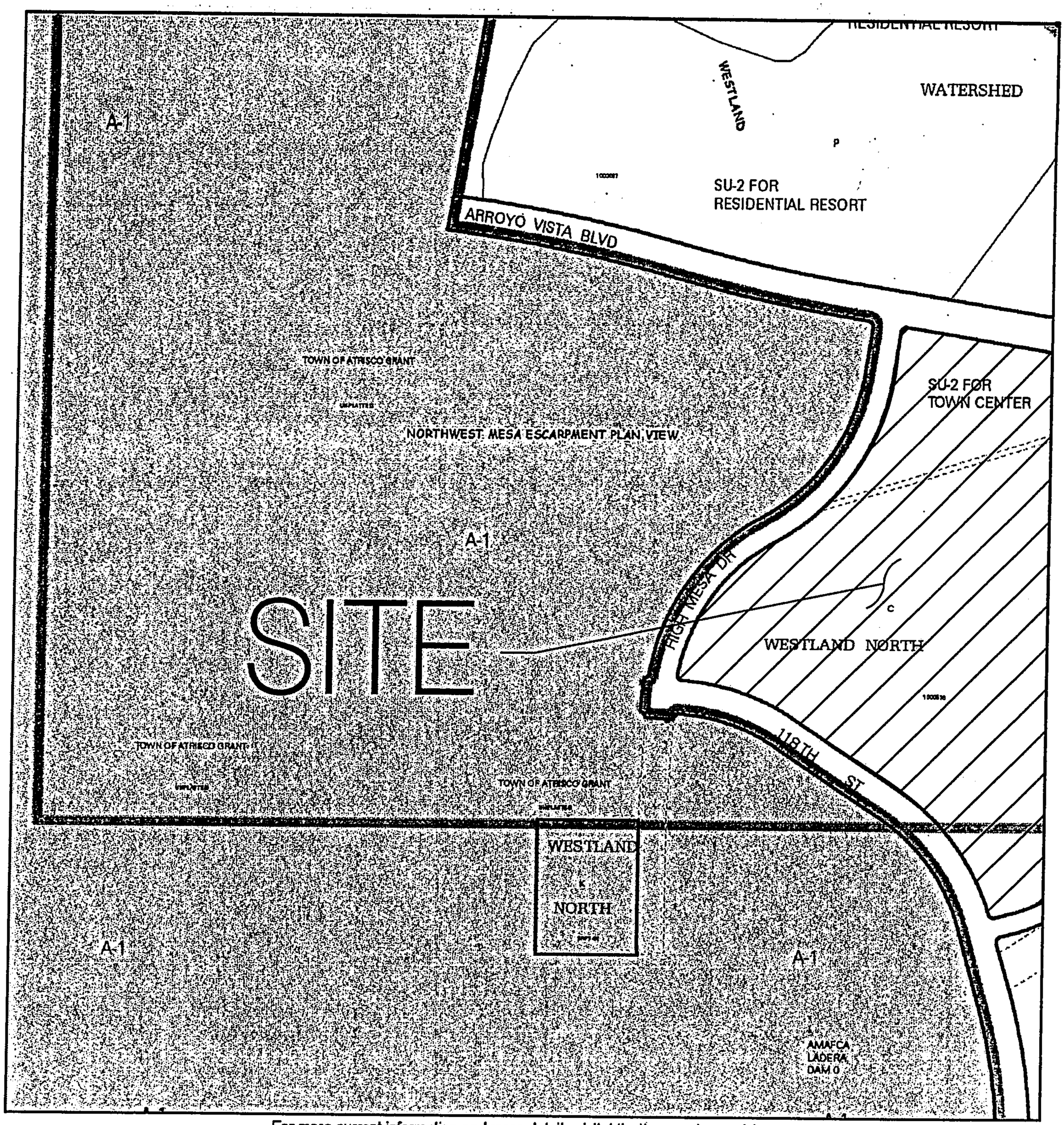
3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

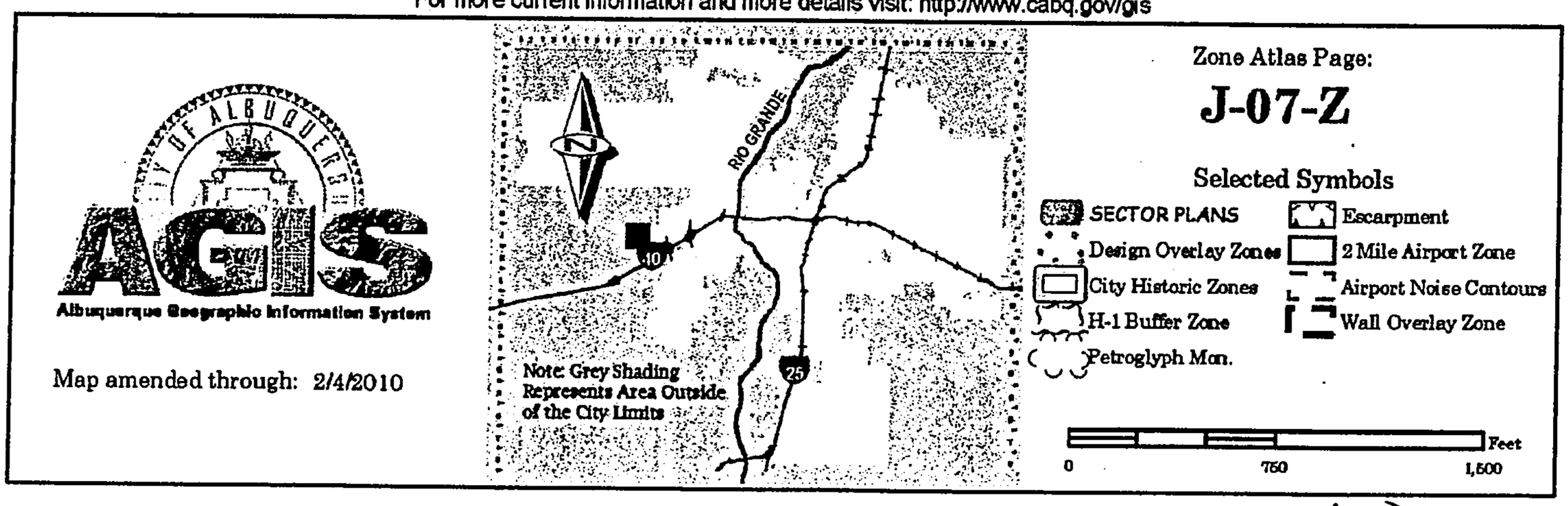
2. Article Number (Transfer from servi...) 91 7108 2133 3935 6709 4180

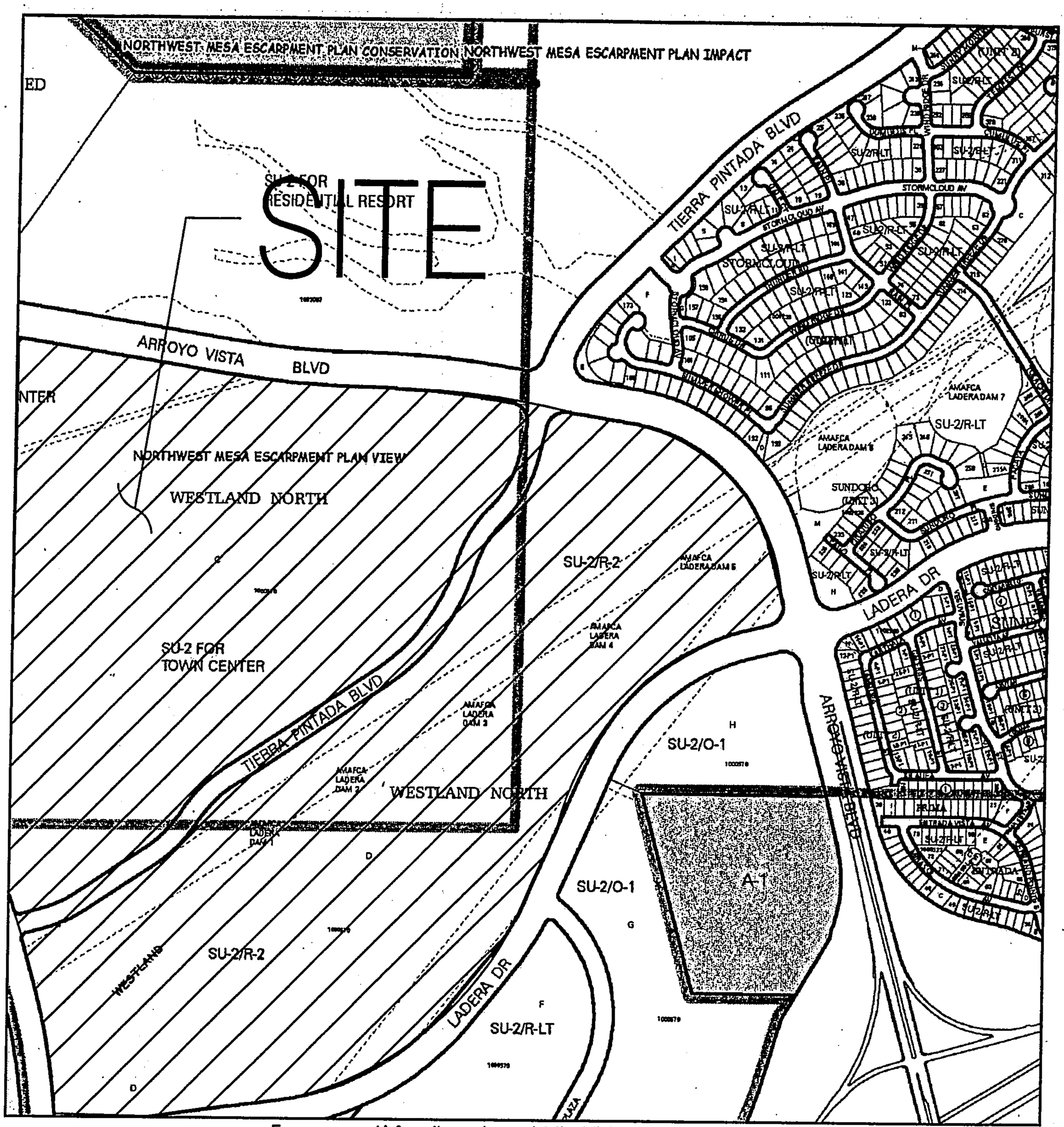
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

39



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

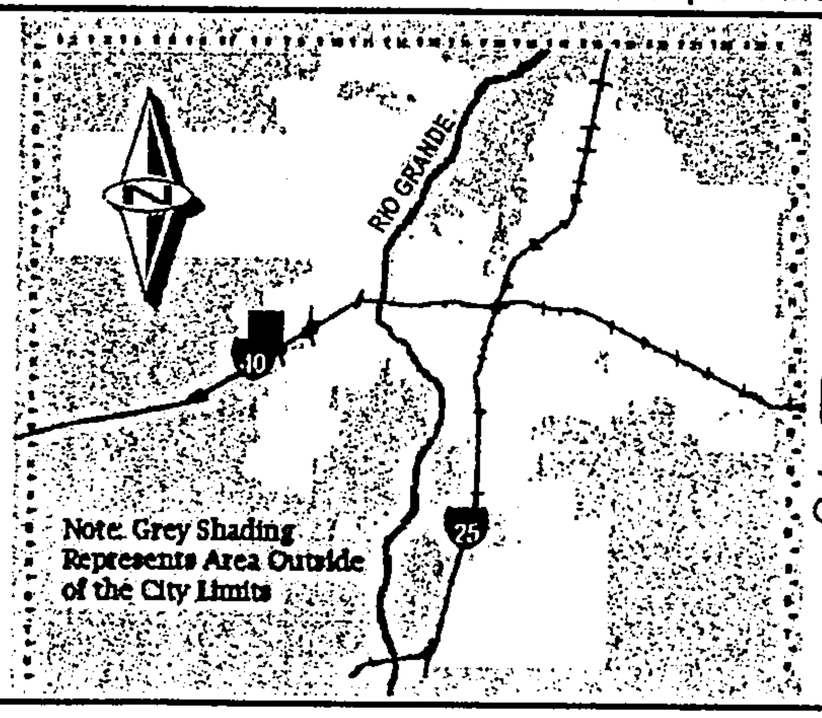




For more current information and more details visit: http://www.cabq.gov/gis

City of Albuquerque AGIS
Albuquerque Geographic Information System

Map amended through: 2/4/2010



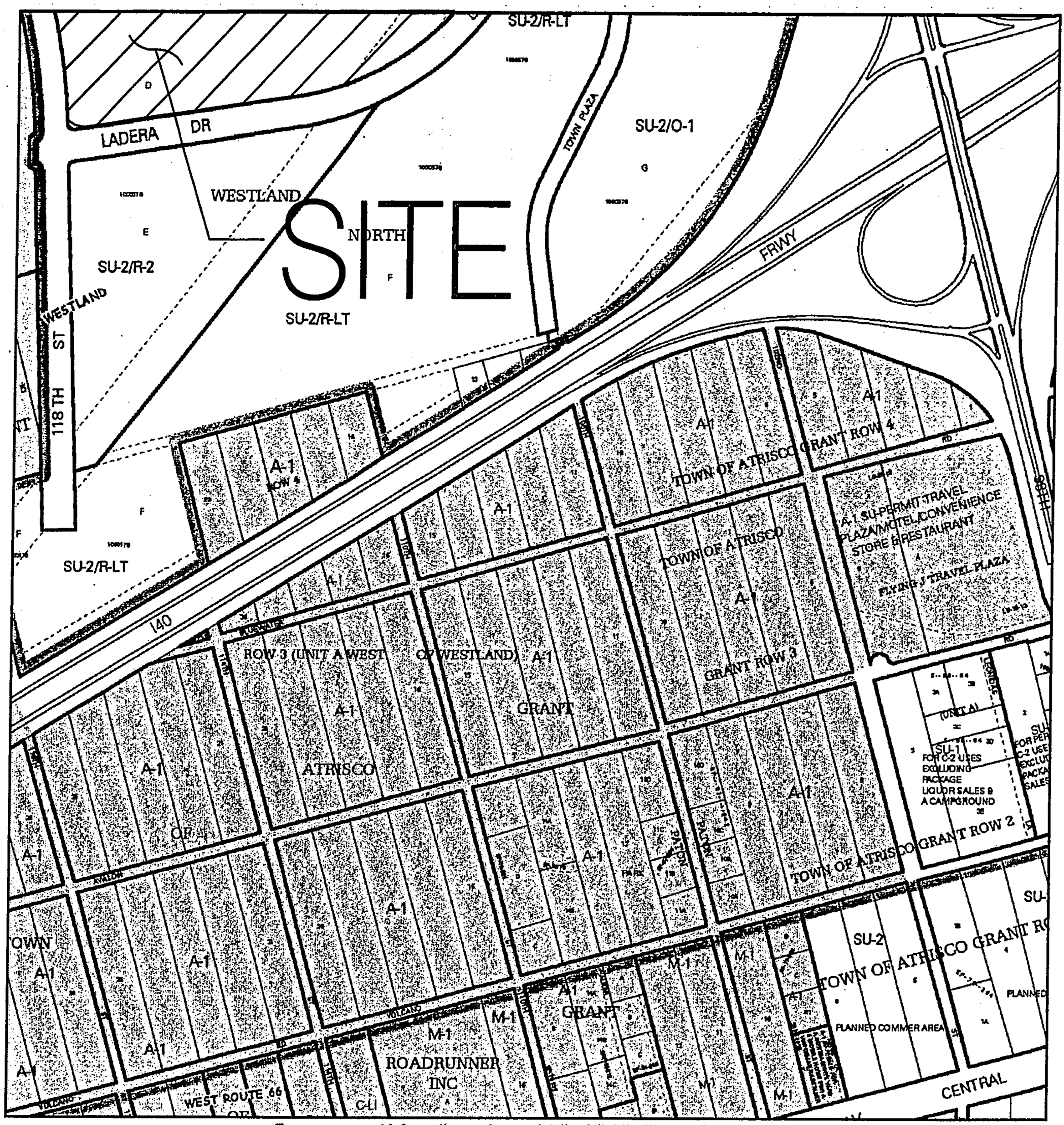
Zone Atlas Page:

J-08-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

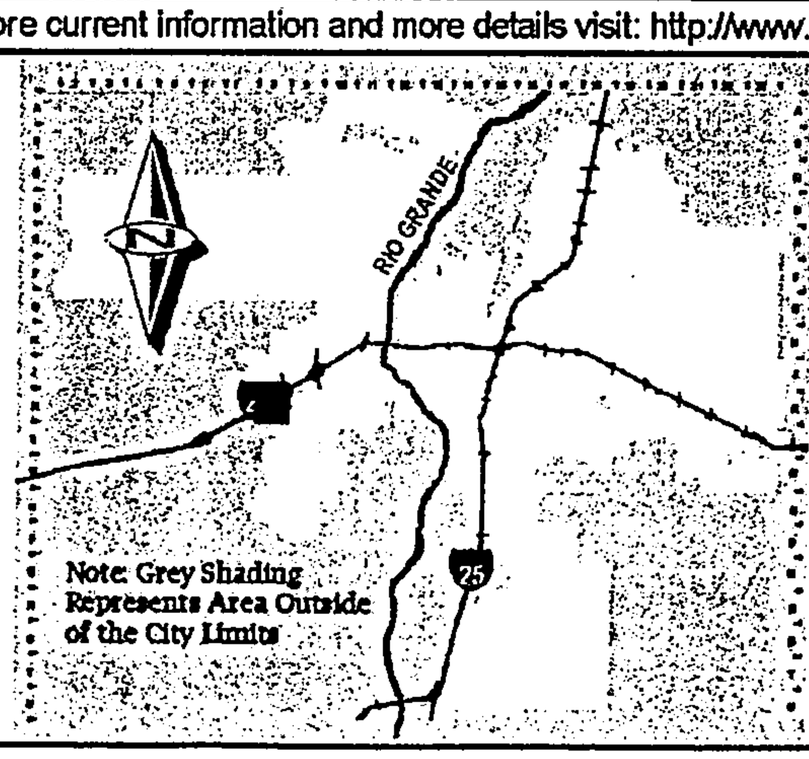
0 750 1,500 Feet



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

Albuquerque Geographic Information System

Map amended through: 2/4/2010



Zone Atlas Page:

K-08-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

MEMORANDUM OF UNDERSTANDING PERTAINING TO THE APPROXIMATELY 110 ACRE APS RECREATIONAL SITE

This Memorandum of Understanding ("MOU") pertaining to the approximately 110 Acre Recreational Complex Site ("Recreational Site"), is entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("City"), and the Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a political subdivision in the State of New. Mexico, a/k/a Albuquerque Public Schools ("APS"), (City and APS are herein each a "Party" and are collectively, the "Parties").

RECITALS

WHEREAS, on March 1, 2011, APS as contract purchaser entered into a purchase agreement with Western Albuquerque Land Holdings LLC ("Western") to purchase the APS Recreational Site and an approximately 110 Acre High School and Middle School/Elementary School Site ("Educational Site") located within the City limits and more generally shown on Exhibit "A" attached hereto; and

WHEREAS, the Recreational Site will be developed by APS as a stadium and other athletic facilities; and

WHEREAS, APS plans to develop and construct the Recreational Site in a phased manner over time, with the construction of a stadium, parking and other related infrastructure as phase one of the development ("Phase 1"); and

WHEREAS, APS plans to develop an elementary school, a middle school and a high school on the Educational Site; and

WHEREAS, the Recreational Site is a portion of the property shown and described on the Westland North Plat recorded in the office of the County Clerk of Bernalillo County, New Mexico on December 27, 2000 in Book 2000C, page 316 (the "Westland North Plat"); and

WHEREAS, APS is not generally subject to land use, zoning, subdivision and construction regulations, ordinances and procedures of local jurisdictions such as the City ("Local Development Approvals"), however, the City regulates access from the City's public street system to APS property; and

WHEREAS, the entire community will benefit from the development of the Recreational Site, and the Educational Site as depicted on the attached Exhibit "A"; and

WHEREAS, the Educational Site is a portion of the property shown and described on the Watershed Subdivision Plat recorded in the office of the County Clerk of

Bernalillo County, New Mexico on June 9, 2005, in Book 2005C, page 198 (the "Watershed Plat"); and

WHEREAS, to accommodate APS' development of the Recreational Site and the Educational Site, Western has (i) contracted to sell these properties to APS and (ii) authorized APS, as an equitable interest owner, and its agent, to make or continue application to the City, as the "subdivider" to replat the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and to vacate portions of the Tierra Pintada right-of-way and certain public and/or private easements (the "Subdivision Actions"); and

WHEREAS, the Parties wish to expedite the platting and development of the Recreational Site and the Educational Site; and

WHEREAS, the purpose of this MOU is for the Parties to define and contractually agree on the development process and procedures associated with the site planning, platting, vacation of rights of way and easements, engineering, architecture and planning design for the Recreational Site as well as the guaranty, permitting, construction and installation of the infrastructure necessary to access and service the Recreational Site; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals are hereby restated and incorporated herein as part of this MOU.

2. Except as provided for herein no change in zoning or other land use approval is necessary for the subdivision, platting and development of the Recreational Site.

3. APS as contract purchaser of the Recreational Site, and as the "subdivider", with the consent of Western, shall submit to the City applications for the Subdivision Actions. The proposed plat for the Recreational Site is attached to this MOU as Exhibit "B" ("Recreational Site Plat").

4. APS will not request, nor will the City require, a bulk land variance for the Recreational Site because APS has not subjected itself to the City's jurisdiction regarding public infrastructure construction obligations, nor is a site plan of the Recreational Site required as a condition of the Recreational Site Plat because APS has not subjected itself to the City's site plan approval requirements. However, APS will make application to the City for a bulk land variance for the portions of the Recreational Site Plat not within the Recreational Site (the "Bulk Land Variance"). APS believes that the Bulk Land Variance is justified because the portions of the Recreational Site Plat property not within the Recreational Site shall require additional public agency review in the form of site

development plan review as required by Section 14-14-6-2(c) of the Subdivision Ordinance. However, the Bulk Land Variance decision is a "governmental decision" to be made by the City's Development Review Board following notice and public hearing.

5. Notwithstanding that APS is not subject to the City's Local Development Approvals, specifically public infrastructure construction obligations, APS agrees that in the event of acquisition of the Recreational Site by APS that public improvements necessary to serve the Recreational Site, as described in Section 6 hereof, will be constructed by APS.

6. Prior to starting, or concurrent with the construction of the Recreational Site, APS, shall construct the following infrastructure ("APS Infrastructure"):

a. Arroyo Vista Blvd, from Ladera Drive to Tierra Pintada Blvd, Roadway infrastructure: 3 western (SB) lanes w/standard curb and gutter, median curb, 8' shoulder (44ft f-f), 10 ft bike/pedestrian path (in lieu of sidewalk).

b. Arroyo Vista Blvd, from Ladera Drive to Tierra Pintada Blvd, Storm Drainage infrastructure: 18"-36" storm drain lines w/inlets.

c. Arroyo Vista Blvd, from Tierra Pintada Blvd to west property line of Recreation Site, Roadway infrastructure: 2 southern (EB) lanes w/standard curb and gutter, asphalt median curb, 8' shoulder (32ft f-f), 10ft bike/pedestrian path.

d. Arroyo Vista Blvd, from Tierra Pintada Blvd to west property line of Recreational Site, Storm Drainage infrastructure: 18"-36"storm drain w/inlets.

- Roadway cross-sections will comply with the applicable portion of the Westland Sector Plan (no transit lanes at this time).
- Water and sanitary sewer infrastructure requirements will be coordinated separately with ABCWUA.
- Final storm drainage requirements will be per approved site/roadway drainage report.

7. In the event the Subdivision Actions are approved, no site plans, archaeological mitigation or infrastructure lists shall be required to complete or record the Recreational Site Plat. All other City regulations, processes and procedures for the approval of the Recreational Site Plat shall be required. The Recreational Plat will be reviewed and a decision by the City either approving or disapproving the Recreational Site Plat will be made at a publicly noticed hearing.

8. Prior to starting construction on the Recreational Site, APS and the City will execute a Procedure A Public Improvements Agreement ("Procedure A") in similar form to past Procedure A's executed by APS and the City. A list of the APS Infrastructure associated with the Recreational Site shall be included and attached to the Procedure A. Notwithstanding anything to the contrary, under no circumstances will APS be required to post a financial guaranty in connection with the Procedure A or the installation of the APS Infrastructure. The Procedure A will not be required to record the Recreational Site Plat.

9. APS agrees to comply with all City procedures and requirements, including archaeological mitigation (if required) to obtain: (a) City issued building permits prior to construction of each phase of construction of the Recreational Site; and (b) City issued certificates of occupancy at the end of each phase of construction of the Recreational Site. APS will provide to the City supporting plans, reports and documents required to ensure the safe development, construction and operation of the Recreational Site.

10. The City will expedite all City reviews and approvals, as well as any appeals of such reviews and approvals, of all platting and permitting procedures associated with the Recreational Site.

11. A drainage plan and report for the Recreational Site will be submitted to the City for review and approval prior to the building permit approval for the Recreational Site

12. Prior to approval of the building permit for the Recreational Site, APS will submit to the City a trip generation comparison study ("Comparison Study") between the existing and proposed land uses and an access study ("Access Study") analyzing the impacts of the Recreational Site on area traffic flows. If further analysis is required, a traffic impact study ("TIS") will be provided. The Comparison Study, Access Study and TIS will be subject to the review and approval of the City Engineer, which approval shall not be unreasonably withheld. Any City infrastructure identified in the TIS or Access Study shall be a condition of a Certificate of Occupancy for the Recreational Site.

13. The City agrees to consider an application to vacate certain utility and floodplain (drainage) easements and the Tierra Pintada right-of-way consisting of approximately 10.15 acres and the 86 foot temporary floating access easement across Parcel C and Parcel D as part of the Parcel C and D Plat Action.

14. APS agrees that the Recreational Site Plat may be conditioned by the DRB upon the sale of the Recreational Site to APS, and if so conditioned, the Recreational Site Plat shall be recorded contemporaneously with the closing of the purchase of the Recreational Site by APS.

15. This MOU shall expire one (1) year after the City engineer's acceptance of the APS Infrastructure to be dedicated to the City. Notwithstanding anything herein to the

contrary, in the event the Recreational Site Plat is not approved, or APS' contract to purchase the Recreational Site terminates without APS having purchased the Recreational Site, either Party may terminate this MOU and the Parties shall have no further rights, responsibilities or liabilities under this MOU. In the event APS or the City chooses to terminate this MOU pursuant to this Paragraph 15, APS shall cause the Recreational Site Plat to be withdrawn as a condition to termination of the MOU.

16. Nothing in this MOU shall be construed (i) to waive any rights, claims or defenses asserted heretofore or hereafter by any of the Parties or (ii) to require APS to install infrastructure improvements to standards and conditions more restrictive or intensive than the City's current standards and conditions or (iii) to require APS to complete platting and/or entitlement processes or procedures that are more restrictive or intensive than the City's current platting and entitlement process and procedures.

17. All notices and other communications under this MOU shall be in writing and shall be deemed duly given: (a) when delivered personally or by prepaid overnight courier, with a record of receipt, (b) the third day after mailing, if mailed by certified mail, return receipt requested, (c) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (d) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses, telecopy number, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provisions):

If to the City:

Robert J. Perry
Chief Administrative Officer
City of Albuquerque
City / County Bldg. – 11th Floor
Albuquerque, NM 87102
Facsimile: (505) 768-3019
Telephone: (505) 768-3000
E-mail: rjperry@cabq.gov

With a copy to:

Robert Kidd
Acting City Attorney
City of Albuquerque
One Civic Plaza, NW
City / County Building
4th Floor, Room 4015
Albuquerque, NM 87102
Facsimile: (505) 768-4525
Telephone: (505) 768-4500
E-mail: rkidd@cabq.gov

Richard Dourte
City Engineer
600 2nd Street NW
Suite 201
Albuquerque, NM 87102
Facsimle: (505) 924-3864
Telephone: (505) 924-3999
E-mail: rdourte@cabq.gov

If to APS:

Albuquerque Public Schools
P.O. Box 25704
Albuquerque, New Mexico 87125-0704
Attention: Winston Brooks, Superintendent
Facsimile: (505) 872-8855
Telephone: (505) 880-3706
E-mail: superintendent@aps.edu

With copies to:

Martin W. Eckert
Real Estate Department
915 Locust St. S.E. Room 8
Albuquerque, New Mexico 87106
Facsimile: (505) 768-1583
Telephone: (505) 765-5950 ext 265
E-mail: eckert_m@aps.edu

Ruth M. Schifani, Esq.
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 4th St., N.W.
P.O. Box 2168
Albuquerque, New Mexico 87103-2168
Facsimile: (505) 848-1891
Telephone: (505) 848-1820
E-mail: rschifani@modrall.com

18. This MOU may be executed in one or more counterparts, including facsimile counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

19. This MOU may be amended, upon mutual agreement of the Parties, by written agreement executed by each of the Parties.

20. The Parties agree to hereafter negotiate and enter into such further and more definitive mutually acceptable agreements, as may be necessary, to effectuate the transactions contemplated by this MOU.

21. This MOU is signed, sealed, executed and delivered by the Parties as of the date indicated next to the respective signatures below, with the "Effective Date" to be the date of the last signature affixed hereto.

22. If a Party fails to perform its obligations under this MOU, a non-breaching Party may provide written notice describing the breach and requesting that the breaching Party cure the breach within no more than thirty (30) days from the date of the written notice. If the breaching party does not cure the breach within the time period provided in the written notice, the Party giving the written notice may request termination of this MOU upon not less than ten (10) days' prior written notice to the other Parties to this MOU. In the event the other Party agrees in writing with the requested termination, this MOU shall terminate and the Parties shall have nor further rights, responsibilities or liabilities under this MOU. If the Parties do not agree the dispute shall be referred to non binding mediation.

IN WITNESS WHEREOF, the Parties hereto hereby execute this MOU in multiple originals:

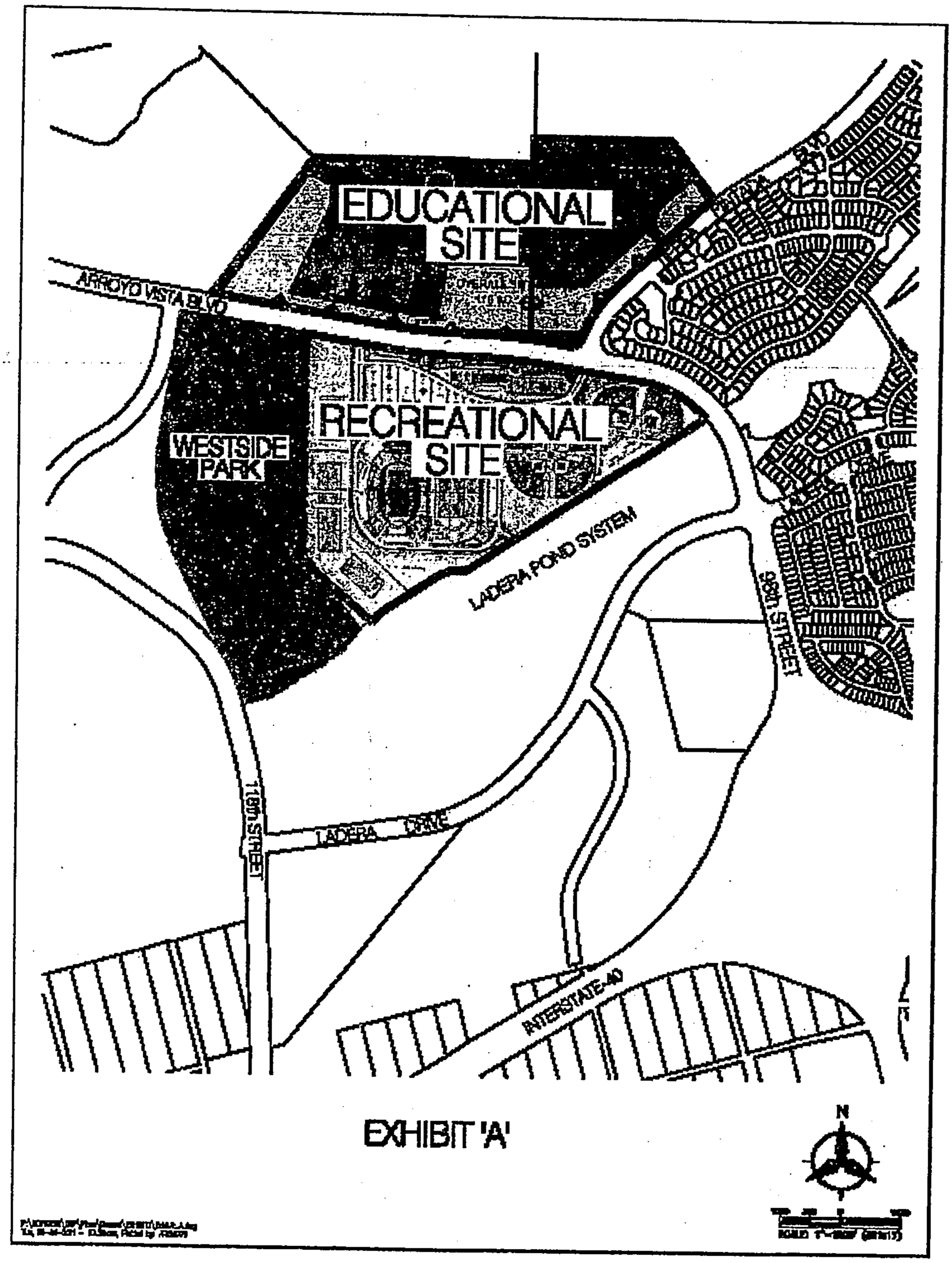
CITY OF ALBUQUERQUE
A New Mexico municipal corporation,

By:_____ Date: 8/26/11
Robert J. Perry, Chief Administrative Officer

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO A/K/A ALBUQUERQUE PUBLIC SCHOOLS

By:_____ Date: August 26, 2011
Winston Brooks, Superintendent

Exhibit "A"
Recreational Site and Educational Site



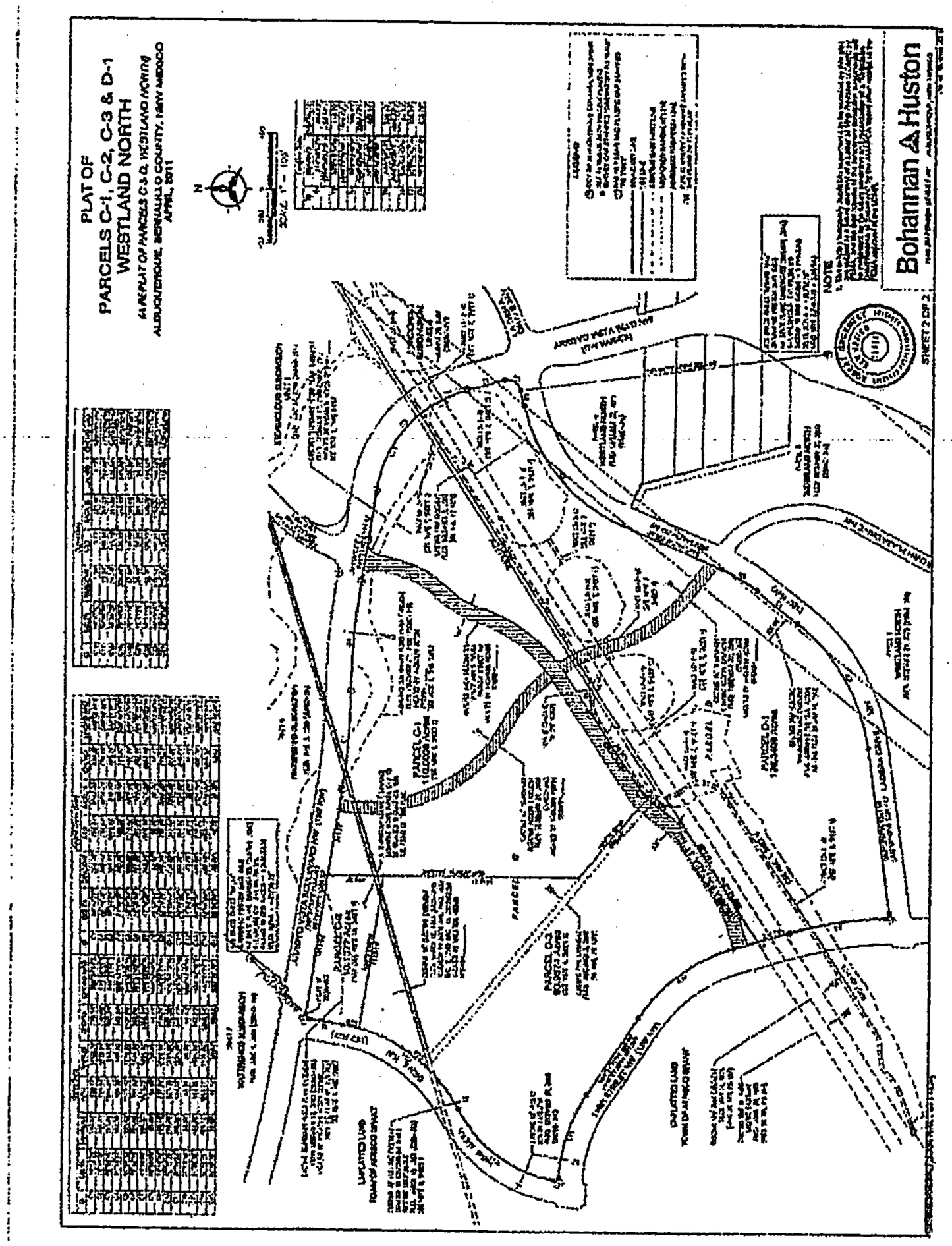


Exhibit "B"
Recreational Site Plat

1, 2.

1008793

Date: 8-17-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: MARGARET OLIVNER Address: 1344 Wind Ridge NW
2. Name: RUSSELL PEREA Address: 9408 ENDEE RD NW
3. Name: Bethany Gibson Address: 9504 Stormcloud Ave NW
4. Name: Joan Fleetwood Address: 8904 Warm Springs Rd NW
5. Name: Tabitha Kris Address:
6. Name: Martin Eckert Address: 915 Locust SE
7. Name: Kathy Korte Address: 8012 Rancho Quieto Ct NW

57

#1.B

1008793

Date: 8-17-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: Thomas Borst Address: 1908 Selway Pl ABQ
2. Name: Art Retberg Address: 9732 Summer Shower Pl NW
3. Name: Laura Horton Address: 7224 Cascada Rd NW 87114
4. Name: Jerry Worrall Address: 1039 Pinatubo Pl NW 87120
5. Name: Holly Womack Address: 1344 Wind Ridge Dr NW
6. Name: Dan Serrano - NW Alliance of Neighborhoods Address: 4409 Atherton Way NW
7. Name: Leroy Chavez Address: 227 Hwy 314 LC, NM

I. C.

1008793

Date: 8-17-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: Vic Segura Address: 8612 Warm Springs Rd NW
2. Name: Linda Simmons Address: 1608 Gale Ct NW 87120
3. Name: Tawitha King Address: 1619 Windridge Dr 87120
4. Name: Clyde Wheeler Address: 3209 Lazy Day Dr. SW 87121
5. Name: Address:
6. Name: Address:
7. Name: Address:

54

#1008793

Date: 8-31-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: Vincent Benham Address: 9601 Storm Cloud NW
2. Name: Julius SADILEK Address: 8608 Warm Springs Rd NW
3. Name: Charles Colarusso Address: 2319 Wildstream St. NW
4. Name: Anthony Segura Address: 2000 Selway Pl NW
5. Name: Jennifer Pelletier Address: 9200 Stormcloud Ave NW
6. Name: April Arviso Address: 7809 Golden Spike Dr NW, 87120
7. Name: Vic Segura Address: 8612 Warm Springs Rd NW 87120

55

8793

1.b.

Date: 8-31-11

DRB PUBLIC HEARING
SIGN IN SHEET

Please proved your name and address for an opportunity to speak and/or receive an *official notice of decision*

1. Name: Jerry Worrall Address: 1039 Pinatubo Pl NW
2. Name: Donovan Olvera Address: 9600 StormCloud Dr NW
3. Name: Ruth Olivarez Address: 1344 Wind Ridge Dr NW
4. Name: Tabitha King Address: 1619 Windridge Dr NW
5. Name: Joan Fleetwood Address: Nam Springs Dr.
6. Name: Tommy Borsi Address: 2709 Selway
7. Name: Mary Ann Padilla Address: 840 Paseo NW

Russell Ponza 9408 India Rd NW

Nelly Uemak 1344 Wind Ridge NW

From: Ralph Padilla [rjpad86@gmail.com]
Sent: Thursday, August 11, 2011 9:59 PM
To: Cloud, Jack W.

I LIVE IN STORM CLOUD AND AM IN SUPPORT OF THE PLATS! RALPH PADILLA 1440 WINDRIDGE DR NW 87120.

THANKS

From: Maryann Padilla [hoamaryann@q.com]
Sent: Friday, August 12, 2011 10:17 AM
To: Cloud, Jack W.
Subject: August 17 Public Hearing Re Plats on Arroyo Vista (98th)

I live in Sundoro South and I am in support of the new plats. I intend to attend the meeting on August 17. Thank you.

From: Jill Tanis [jtanislifestyles@gmail.com]
Sent: Sunday, August 14, 2011 5:10 PM
To: Cloud, Jack W.
Subject: Support of APS Stadium - Stormcloud Resident

Dear Mr Cloud,

My name is Jill Tanis and I am a homeowner living in the Stormcloud Subdivision. My address is 9520 Stormcloud Ave, NW. Albuquerque. NM 87120.
I am sending this communication to let the Development Review Board committee know that I AM IN SUPPORT of the new plats for the APS stadium/recreation complex.

Thank you.

Jill Tanis

From: Mike Grow [z28dawg@hotmail.com]
Sent: Monday, August 15, 2011 8:40 AM
To: Cloud, Jack W.
Subject: APS development near Stormcloud neighborhood

I live in Stormcloud and am in support of the new plats.

Michael Grow
9504 Stormcloud Ave NW
Albuquerque, NM 87120

From: Laura Christison [lchristison@bernco.gov]
Sent: Monday, August 15, 2011 4:26 PM
To: Cloud, Jack W.
Subject: Proposed Plat Changes

I live in Stormcloud subdivision and am in support of the proposed plat changes on the 8/17 agenda.

Laura Christison
1605 Windridge Dr. NW
Albuquerque, NM 87120

From: MKMSBUSH@aol.com
Sent: Monday, August 15, 2011 5:20 PM
To: Cloud, Jack W.
Subject: West Side Stadium

Just a quick note to let you know that I live in the Ladera/Under that is near the area of the proposed stadium and I am in favor eliminating the proposed road and allowing APS to purchase the land and to start construction as soon as possible. It will be a great benefit to the community to have the new stadium and other facilities along with it.

Sincerely,

Marc Bush

From: Holly Womack [hoa.hollywomack@gmail.com]
Sent: Monday, August 15, 2011 6:00 PM
To: Cloud, Jack W.
Subject: August 17 hearing feedback

Mr. Cloud,

I will be attending the DRB Hearing on 8/17 at 9am but thought I would e-mail you as well. I am in support of the proposed plat changes as will be presented by Buchanan-Houston at the hearing. While our neighborhood association states we are in opposition, I do not agree and feel strongly the proposed plat changes compliment the sports stadium and are needed changes to create the facility as the developer and APS are hoping to build. In addition, the City is looking at the area as a possible location for sports fields and maybe a sports complex and the proposed plat changes would tie in perfectly. Please consider my support for the plat changes.

Thank you,
Holly Womack
1344 Wind Ridge Dr NW
Stormcloud Resident
505-203-5823

From: Dad's [pdmondragon@msn.com]
Sent: Monday, August 15, 2011 11:03 PM
To: Cloud, Jack W.
Subject: DRB Hearing on 8/17

Mr. Cloud, my name is Paul D. Mondragon and I currently live in the Stormcloud neighborhood east of the plats in question. I am writing to let you know that I am in favor of the new plats being approved.

Thank you,

Paul D. Mondragon
1612 Wind Ridge Dr. NW
Albuquerque, NM 87120
(505) 710-8356

From: Lucas [lsgauth@aol.com]
Sent: Tuesday, August 16, 2011 10:11 AM
To: Cloud, Jack W.
Subject: 8-17 DRB Hearing

I live in Stormcloud subdivision and am in support of the proposed plat changes on the 8/17 agenda.

Lucas Gauthier
1439 Wind Ridge Dr. NW, ABQ, NM 87120

From: Dunlap, Holly A [DUNLAP@aps.edu]
Sent: Tuesday, August 16, 2011 3:25 PM
To: Cloud, Jack W.
Subject: West SIde Stadium

I am so excited about the new west side stadium. It will be nice for the students to really feel at "home" when they play on their side of town. There is no way to please everyone all the time but the students are so excited about this stadium. Thank you.
Holly Dunlap

From: konefal@comcast.net
Sent: Tuesday, August 16, 2011 4:30 PM
To: Cloud, Jack W.; Cloud, Jack W.
Cc: Metro, Kristal D.; Metro, Kristal D.; Cherne, Curtis ; Cherne, Curtis ; Porter, Allan K.; Porter, Allan K.; Sandoval, Christina M.; Sandoval, Christina M.
Subject: West Side Stadium

Dear Mr. Cloud,

I am contacting you today to tell you how important I believe the new West Side Stadium is to our family and our community. I am very much in favor of beginning the ground breaking for this stadium as soon as possible. I believe our school will have a stronger sense of community by building this stadium at a more convenient location for our west side families. I also believe this will enrich the lifestyles of the many sports teams as well as residents of the community in which the stadium will be built. Every community needs a place for their teams, their families, and their children to play and enjoy the great outdoors.

I am very much in favor of this stadium being built as quickly as possible. Thank you for your time and consideration regarding this request.

Shannon Konefal
8308 Fairmont Drive NW 87120

From: Katherine Korte [kathy_korte@q.com]
Sent: Tuesday, August 16, 2011 9:47 PM
To: Cloud, Jack W.; Metro, Kristal D.; Cherne, Curtis ; Porter, Allan K.; Sandoval, Christina M.
Subject: DRB Hearing: Project # 1000793 and # 1008792

Development Review Board committee members:

I am writing to express my support for Project # 1000793 and Project # 1008792, regarding the requested actions necessary for Albuquerque Public Schools to build a West Side stadium and sports complex.

As a parent of four West Side students, I am eager to see this project -- approved by voters in 2010 -- get off the ground. It will be exciting to have a stadium and field area for our children that doesn't mean an extensive commute across town!

As a board member representing West Side constituents since March of this year, I have visited 20 of the 22 schools in my district. As I have visited these campuses, I have never had an APS teacher, administrator and/or family express opposition to the stadium. Instead, these folks usually express an excitement about having a stadium to call their own.

I inherited the decision to purchase the land from a previous Board of Education. But I wholeheartedly endorse the previous Board's efforts to meet the needs of a growing West Side, its students and their families.

Many regards,

Kathy Korte
District 2
APS School Board

From: Mike & April Arviso [suprsaddle@msn.com]
Sent: Tuesday, August 16, 2011 10:39 PM
To: Cloud, Jack W.
Subject: West Side Sport/Park complex

Mr. Cloud,

My family and I have been Albuquerque West Side residents for 16 years and would enjoy a West Side Sports and park complex. Our daughter played soccer in various West Side leagues since age four, she is now 14. It would have been convenient to have a soccer complex, home fields, close enough to our neighborhood to play games and practice. Venturing out to Bernalillo for half a day, for a soccer game, was not our idea of fun. I would almost bet it was a struggle for the directors of these programs to find available fields at surrounding schools and parks for practices and games.

We fully support the proposed stadium and park complex. We completely oppose more multi-family residential complexes and commercial/retail shopping centers. My husband and I noticed, last week, a vacant office building on Eagle Ranch Road near the West Side Costco. All of this vacant commercial/retail property, available, does nothing for our property values and public safety. It is our opinion that a retail shopping center would cause more harm than good. Such as, automobile theft and burglary as well as garbage control.

We also don't understand why this should take so much of our city and school district representatives time to provide information when the bond vote for the development has been approved in a prior election? It was approved and let's proceed. We have no such facilities in our area and Mariposa Basin park has FINALLY installed eco-friendly restrooms after 16 years!! We are way to concerned for the opinions of the few opposed when we have many, many families who would benefit from such a project.

Please know that you have our approval to move forward with the proposed West Side Sports and park complex and the sooner the better. We love the West Side and would like to see more family friendly entertainment/facilities on this side of town.

Regards,
April Arviso
897-2671

From: Brandon Lootens [aandbco@hotmail.com]
Sent: Tuesday, August 23, 2011 9:18 AM
To: Cloud, Jack W.
Cc: hoa.hollywomack@gmail.com
Subject: Fwd: Drawing of Stadium plans without proposed plat changes approved at DRB Hearing 8/31
Attachments: Concept_Plan_8-18-11.pdf; ATT4524563.htm; Proposed Site 040611.pdf; ATT4524564.htm

Jack,

I live at 1001 Marpi St, NW in the Sundoro North Neighborhood. I am in favor of the plat changes as depicted on the drawing on 4-6-11. Thank you for your time.

Thank you!

Brandon Lootens
AYSO Region 1447
Girls Division Coordinator
505-350-2661
girls.coordinator@ayso1447.org
www.AYSO1447.org

Begin forwarded message:

From: Holly Womack <hoa.hollywomack@gmail.com>
Date: August 23, 2011 8:48:07 AM MDT
To: Holly Womack <hoa.hollywomack@gmail.com>
Bcc: aandbco@hotmail.com
Subject: Drawing of Stadium plans without proposed plat changes approved at DRB Hearing 8/31

Hello Neighbor,

Attached are two documents:

1) Proposed Site as we received 4-6-11
2) What the site will look like if the plat changes are not approved at the DRB Hearing on 8/31/11

As per the letter and documents that were mailed by Buchanan-Houston to the Tres Volcanes

Neighborhood Association president and vice-president, the proposed plat changes allow for the vacation of a road, utility easements, and AMAFCA easements that will allow the construction of the site plan as we received the drawing on 4-6-11. If the plat changes are denied on 8/31, the file titled "Concept Plan 8-18-11" reflects what will be built instead. The stadium remains in the same location either way. However, without the plat changes, the area that could be baseball fields would instead remain available for high-density residential (apartments) and up to 15% commercial - for example: a gas station and drive-through restaurant. If anyone wants apartments and commercial businesses at the corner of Arroyo Vista, they should oppose the plat changes. If they would rather have baseball fields, they should support the plat changes.

If you would like to express your support or opposition to the plat changes, please either e-mail the DRB committee chair, Jack Cloud, at jcloud@cabq.gov or sign up to the speak when you attend the DRB Hearing on August 31, 2011 at 9am. The meeting will be held at the Plaza del Sol building at 600 2nd St NW (just south of Lomas on the east side of 2nd St).

Thank you to those who spoke at the last hearing and to those who have e-mailed the committee chair already.

I am available to review this information with anyone who is interested.

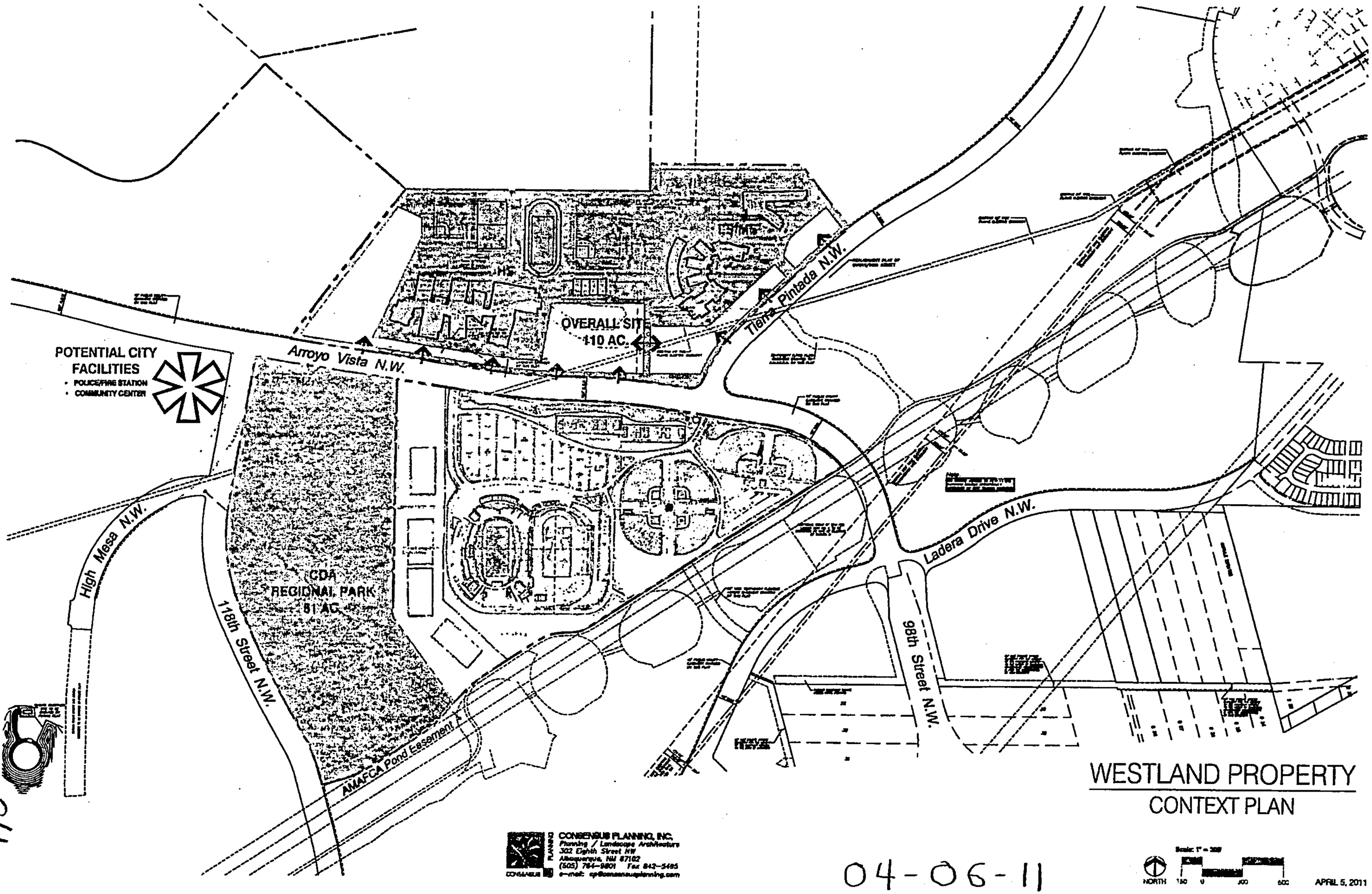
Thank you,
Holly Womack
Stormcloud Neighbor
505-203-5823

APS Sports Complex and New Schools Updates From A Resident
http://www.facebook.com/#!/pages/APS-Sports-Complex-and-Schools-Updates-from-a-resident/176523139088032

From: Debbie Dickson [debdickson7@gmail.com]
Sent: Tuesday, August 23, 2011 9:30 AM
To: Cloud, Jack W.
Subject: DRB Hearing 8/31/11

Please accept this email advising you I am in favor of the Plat Changes that will allow baseball fields.

Thank you,
Debbie Dickson


POTENTIAL CITY FACILITIES
• POLICE/FIRE STATION
• COMMUNITY CENTER
Arroyo Vista N.W.
OVERALL SITE
110 AC.
Tierra Pintada N.W.
High Mesa N.W.
CDA
REGIONAL PARK
81 AC.
118th Street N.W.
AMAFCA Pond Easement
Ladera Drive N.W.
98th Street N.W.
WESTLAND PROPERTY
CONTEXT PLAN
CONSENSUS PLANNING, INC.
Planning / Landscape Architecture
302 Eighth Street NW
Albuquerque, NM 87102
(505) 764-9801 Fax 842-5495
e-mail: cp@consensusplanning.com
NORTH
APRIL 5, 2011

04-06-11

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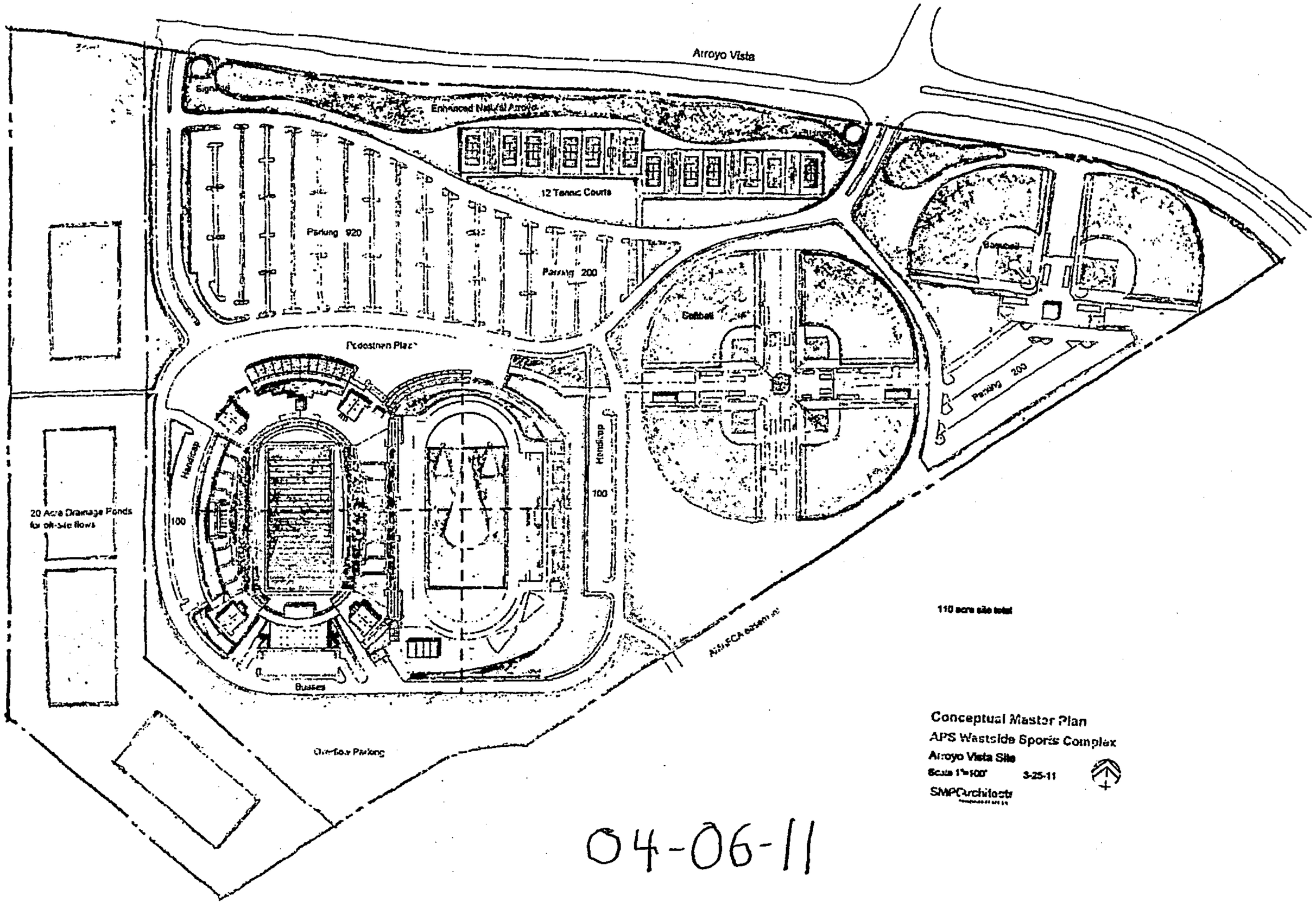
Arroyo Vista
Enhanced Natural Arroyo
12 Tennis Courts
Parking 920
Parking 200
Pedestrian Plaza
Handicap
Handicap
100
100
20 Acre Drainage Ponds for off-site flows
Buses
Overflow Parking
Parking 200
110 acre site total
Conceptual Master Plan
APS Westside Sports Complex
Arroyo Vista Site
Scale 1"=100'
3-25-11
SMPArchitects

04-06-11

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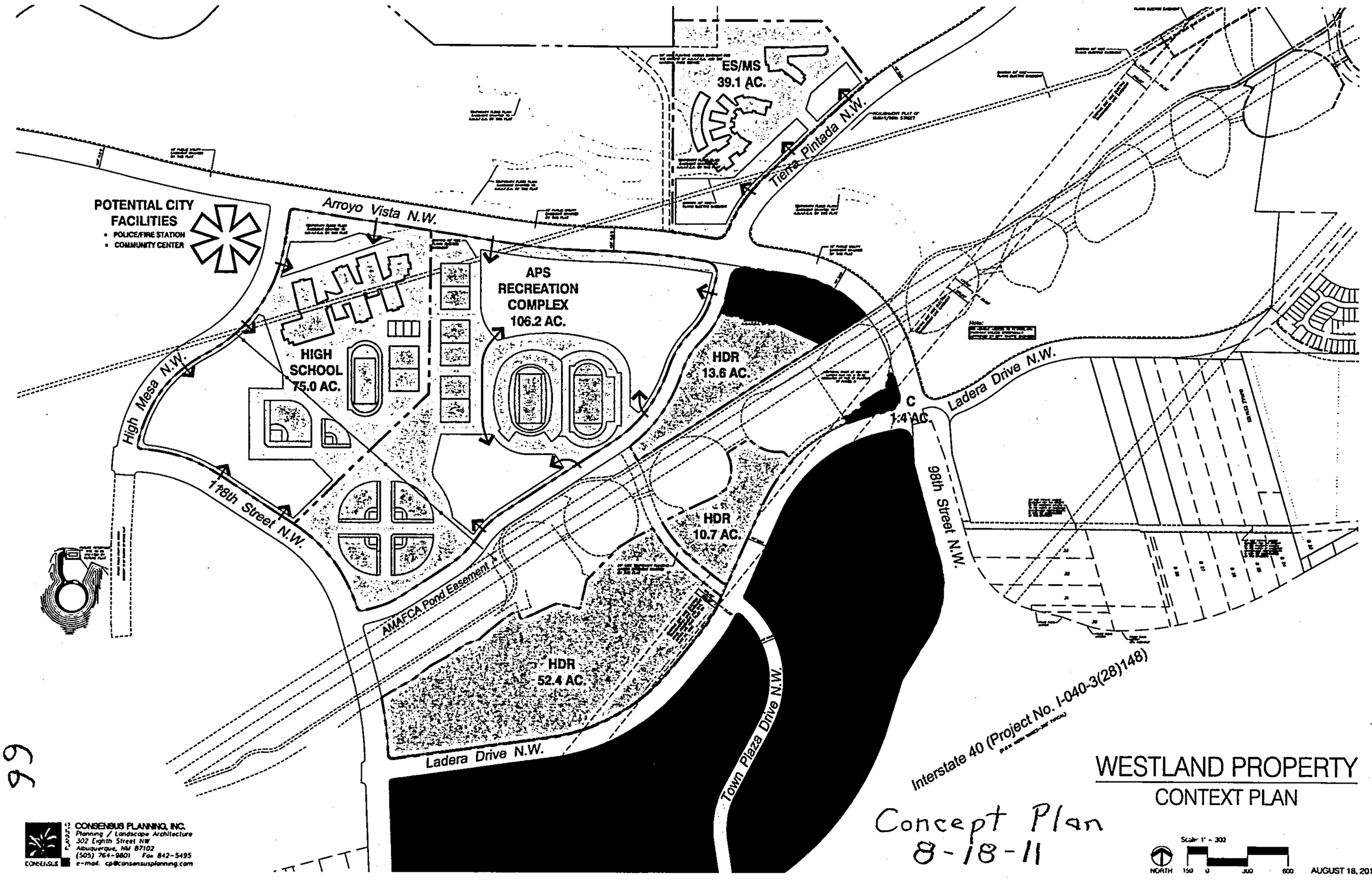

WESTLAND PROPERTY
CONTEXT PLAN

Concept Plan
8-18-11

Scale: 1" = 300
NORTH 150 0 300 600

AUGUST 18, 2011

CONSENSUS PLANNING, INC.
Planning / Landscape Architecture
302 Eighth Street NW
Albuquerque, NM 87102
(505) 764-9801 Fax 842-5495
e-mail. cp@consensusplanning.com

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From: Duran, Angel [Angel.Duran@Honeywell.com]
Sent: Tuesday, August 23, 2011 11:23 AM
To: Cloud, Jack W.
Subject: Plat Changes to APS Sports Complex and Schools

Mr. Cloud,

I moved to Parkway almost two years ago. I may not see any differences from the stadium being built, i.e. vehicle traffic, noise, lights, but I know I would benefit more from a park and fields than I would apartments, stores or restaurants. I do support the plat changes, however I would like to voice my concern for a rushed project. I'm not the biggest supporter of the City of Albuquerque's Civil Engineer. If/When this plan does happen please ensure future possibilities are taken into account when planning the streets and intersections. Whether it's the streets, the parks or schools please be vigilant on making this an area that will enhance the functionality of this neighborhood so we can some together as a community.

Thank you,

Angel Duran
Parkway Resident
Plat Change Supporter

From: Trish Logan [skygazer1020@msn.com]
Sent: Friday, August 26, 2011 2:40 PM
To: Cloud, Jack W.
Subject: plat changes

Hi Jack,
My name is Trish Logan, and I'd like to throw my support to the plat changes that would build the ball fields closer to the street as opposed to the high density apartments.
I can't attend the meeting, but I would like for you to add my name to the supporters of the plat change.
Thank you,
Trish Logan
1020 Marapi St NW

From: Dennis L. Newton [dlnewton@comcast.net]
Sent: Monday, August 29, 2011 3:15 PM
To: Cloud, Jack W.
Subject: I Support the West Side Stadium

I support the current plans for the West Side Stadium. Please proceed with all haste to get this project constructed.

Dennis L. Newton
6815 Lamar Ave NW
Albuquerque, NM 87120
dlnewton@comcast.net
Cell 505 850-4528

From: MKMSBUSH@aol.com
Sent: Monday, August 29, 2011 8:10 PM
To: Cloud, Jack W.
Cc: kathy_korte@q.com
Subject: West Side Stadium

I am writing this letter to let you that my family and I support the plan to build the West Side Stadium at 98th street. We currently live in Ladera/Unser area and strongly believe the stadium would be an asset to our neighborhood. In the coming falls, I look forward to walking over to it with my wife and 2 sons to watch football under the lights. Thanks for your consideration.

Sincerely,

Marc Bush

Cloud, Jack W.

From: Chris Kelly [ckelly_10@comcast.net]
Sent: Friday, August 05, 2011 2:24 PM
To: Cloud, Jack W.; Metro, Kristal D.; Cherne, Curtis ; Porter, Allan K.; Sandoval, Christina M.
Subject: August 17 DRB Meeting; Westside Stadium
Importance: High

Dear DRB Members,

First and foremost, thank you for your time and consideration of my concerns as stated below.

On Aug. 17, you will hear the landowner's request to vacate a public right of way so that APS can buy the 110 acre-site where the stadium and future sports fields will be located. In the current master plan, there is a road that would extend through the 110-acre plat. The stadium will sit on the west side of the road and the fields on the east side. The landowner wants to remove the planned road so that the entire site can be dedicated to the sports fields. **I am strongly urging you to reject this request based on the concerns I have detailed below.**

#1. As residents, we are concerned that our quality of life will be negatively affected by proposed stadium to be located on this site: an increase in traffic and accidents, higher incidents of crime, disturbing sound and light pollution, and decreased property values are just some of our concerns. We have documented literally hundreds of signatures of petition from residents in the surrounding communities that are against the current stadium's location. We do not believe APS has done its due diligence on this project and conducted valid studies that have proven our concerns to be unfounded. To this point, we have seen little to no indications that these concerns can be alleviated.

#2. Our water pressure is also an issue. Water pressure in our neighborhood is unpredictable and often times unacceptable. The stadium and sports complex are scheduled to borrow from our water source. I can only assume that everything else which is planned in close vicinity is also slated to leach from us. How is this going to help our already struggling water pressure?

#3. The first major issue I see is the stadium's location being situated so close to homes and being "pigeon-holed" on a piece of land that has limited access. A project of this size should be centrally located with multiple access points from all directions. As it stands now, there will be one way in and one way out. The developer is not likely to add multiple access points because of the cost. That sounds very much like the access issue that concert-goers face when leaving the Journal Pavilion: it takes hours to leave. One solution to this issue would be to move the location of the stadium to a central area that does not sit 500 feet from people's homes and then to build access roads from all directions. Additionally, the location for this massive project was selected without any input from the neighborhoods it directly affects, nor has any input been solicited to date. APS has met with a small committee of residents from these communities; however, **none of the suggestions from this committee have been accepted.**

#4. The other issue is money. It is known that APS intends to fund this project through bond money approved by the vote. It is also known that the City of Albuquerque is interested in purchasing a portion of this site for park space. However, given the current financial situations of both APS and the City, a project of this purpose seems to be an unwise way to spend taxpayer money. The vote for that bond was several years ago, when our economy was in a better place. As such, my solution is to recommend that APS and the City work together to place this money back on the ballot and let the voters decide how that money should be spent.

#5. Finally, this property has had an unreliable zoning history at best. The land has changed hands at least once, but my concern here is that the land zoning has changed without input from the neighborhood. When we originally built out here in Storm Cloud in 2008, we were told the land to the west was zoned as residential. A Town Center was later added, and I did not see a single notice informing us of the change. Suddenly, days before the APS Board voted, we saw the news reports about the land being sold to APS in secret. Once word spread in our communities, hundreds showed up to an APS presentation on the stadium and were overwhelmingly against it. So here we are, APS wants the plan changed again, and they have shown an unwillingness to work with or listen to the people affected by this change.

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Believe me, I am not writing as an anti-stadium person. I just do not see the Democratic process at work here. As citizens in these communities, we are being given a "take it, or leave it" ultimatum by APS (a taxpayer-funded organization) and the landowners. As a new family in the Storm Cloud subdivision, I am not in a place to pick up my family and go. I know that the voice of the people in this area is against this project, yet none of their political leaders are listening to their constituents. That is why I am writing to you. **You have the power to be the first within the city's leadership ranks to actually put a stop to this railroading and to listen to the people.** Please reject their proposal and order an investigation into this issue.

Again, thank you for your time and consideration of this matter. I plan on attending the meeting and look forward to your response.

Chris Kelly
Resident, Storm Cloud Subdivision
850-2594

From: Dan Houston [dhouston@bernco.gov]
Sent: Friday, August 05, 2011 6:15 PM
To: Cloud, Jack W.
Subject: Stadium

Unlike Ms. Kathy Korte I am against the stadium as it is planned. The traffic study Is a joke. Projects such as this is exactly why Albuquerque and Bernalillo County continue to create projects with infrastructure failures. Traffic from I-40 to Unser and 98th cannot sustain this project. Traffic fatalities have already occurred at this exit. Dan Houston Stormcloud Resident

Sent from my iPad

OMAN &
YNTEMA P.A.
Attorneys at Law

KESTER L. OMAN
HESSEL E. YNTEMA, III

LAFEL E. OMAN 1912-1991

August 12, 2011

HAND DELIVERED, MAILED and FAXED
(505) 924-3460

Jack Cloud
DRB Chair, Planning Department
City of Albuquerque
600 Second Street N.W.
Albuquerque, NM 87102

Proposed APS Recreational Complex
(Projects #1008792 and #1008793)

Dear Mr. Cloud:

Oman & Yntema P.A. represents Tabitha King in connection with the proposed APS stadium site. Ms. King owns and lives at 1619 Windridge Dr. NW, near the proposed APS stadium site. Ms. King and other neighbors oppose the proposed stadium for various reasons. This letter is to provide some preliminary legal objections to the various requests described under the referenced project numbers, submitted by Bohannan Huston Inc. on behalf of Western Albuquerque Land Holdings (collectively the "APS proposals"). Please place this letter in the record for the APS proposals, and please give us notice of any hearings and decisions by the DRB relating to the APS proposals.

A major issue for the APS proposals is that the APS proposals do not conform to the existing zoning. Our understanding is that the zoning for the area is set by the Westland Master Plan as amended in 2009 and the West Side Strategic Plan, and is "Special Use-2" for a "Town Center Village". The APS stadium proposal does not conform to this zoning.

Section 14-14-2-2 of the City's Zoning Ordinance requires that plats must comply with applicable zoning. The APS proposals should be denied or placed on hold until the APS proposals conform to the applicable zoning.

The APS proposals include various "variance" requests. It does not appear that any of the legal standards for the requested variances are satisfied by the APS proposals, and the APS proposals should be denied on that basis also. In the same vein, there does not appear to be any showing that the various "vacations" requested are justified.

215 Gold Ave., SW
Suite 201 (87102)
Post Office Box 1748
Albuquerque, New Mexico
87103-1748
Phone (505) 843-9565
Fax (505) 242-2879
E-mail: firm@oman-law.com

OMAN &
YNTEMA P.A.
Attorneys at Law

For the foregoing legal reasons, Ms. King urges denial of the APS proposals at this time. Ms. King will elaborate on other objections to the proposals, such as traffic concerns and public safety, at the DRB hearing.

Very truly yours,

OMAN & YNTEMA P.A.

By Hessel Yntema
Hessel E. Yntema III

cc: Tabitha King
James Topmiller

Cloud, Jack W.

From: Jason Stone [jason@sddc.net]
Sent: Sunday, August 14, 2011 12:05 PM
To: Cloud, Jack W.
Subject: Concerns about the Westside APS Stadium

DRB Chairman Mr. Jack Cloud,

I am a homeowner in the Petroglyphs HOA (Sundoro Neighborhood) and I would like to express my concerns below to you about the proposed APS Stadium that is planned to be built West of Arroyo Vista near Tierra Pintada on Albuquerque's West Side.

I will be unable to attend the DRB hearing on August 17th and I understand the hearing is very specific to particular plat changes, but I would hope that the DRB is to some degree interested in making sure concerns such as these are addressed prior to full DRB approval of any plans to develop a stadium in the proposed area.

I do not believe a stadium should be built at the current proposed location for the following 3 major reasons:

1. TRAFFIC: One road in/out of the stadium in my opinion is a traffic problem and a public danger. It is my understanding that Arroyo Vista and I-40 has received a failing grade from NM Dot to support such a traffic demand.

2. MAINTENANCE: Where is the money going to come from for the next 50+ years to maintain this stadium in pristine condition. Also to patrol the stadium and keep crime down. All I have heard is that it funded from another bucket and I can only assume it is the same APS bucket that is being cut and resulting in teachers be laid off, larger class sizes, and lower quality education. Albuquerque is not graduating students as it is and another huge property expense does not appear to be a good solution to this problem.

3. IMPACT ON NEARBY COMMUNITY: Where is that statement or evidence from the water district that a stadium will not impact our water system and our water pressure. Sound, lights, property values, etc ... another project that would create sound in this area was attempted years ago and failed because the sound echoed all the way to the Rio Grande River. What has changed? What will be done to insure no decrease in property values? Property values go down and the tax base goes down and then there is even less money to maintain a stadium.

It is of my opinion that APS is building this because someone chased after Federal money to build this and proper due diligence is not being done to integrate this stadium into our community in a responsible manner - residents of the area are being advise it will be build and you are stuck with the results.

I would be interested in documentation that indicates evidence in response to responsibly resolving these concerns.

Thank you for your time.

Respectfully,
Jason Stone
--
JASON STONE | 505-836-2552

Cloud, Jack W.

From: CHRONIC GYMCHICK [chronicgymchick@yahoo.com]
Sent: Sunday, August 14, 2011 8:38 PM
To: chronicgymchick@yahoo.com
Subject: STADIUM: DRB HEARING AUGUST 17 9am

Hi everyone. I'm writing to remind you of the **Developmental Review Board Hearing on Wednesday, August 17 at 9am.** This is in the basement of the Plaza Del Sol building.600 2nd Street NW. Parking is free. If you need a ride, please let me know. **I can arrange for you to be picked up and dropped off.**

This meeting is very important to the future of our neighborhood. **Our neighborhood and our property values will be significantly impacted.** Since the Feb 23rd meeting where APS voted to spend the (bond) money on the land at 98th Street/ Arroyo Vista and Tierra Pintada, I and a team of individuals have worked very hard to advocate for our neighborhood.

At the recommendation of Dr. Brad Winter, a citizen's committee was formed to represent Stormcloud, Sundoro North, Sundoro South, The Crossings, and Watershed. Dr. Winter's Citizen's Committee is endorsed by APS. **Our committee was formed so that APS could meet our neighborhood in the middle: to compromise and negotiate so that both parties can be happy.** I'm the chairperson of Dr. Winter's committee. On behalf of our neighborhood, we recently submitted a list of 15 requests. **APS responded with 'NO' to each and every one of them. This is unacceptable. As I am sure you are aware, this is NOT what a negotiation is designed to be.** Recently I spoke to Dr. Winter by phone. He agreed that the 'NO' responses of APS and the developer were unfair and negotiation on the part of APS was imperative. This is why Dr. Winter's citizens' Committee was formed. Dr. Winter has promised us that despite the initial 'NO' answers from APS, that he and Kathy Korte will come back to the table to negotiate with us after the August 17 DRB hearing. In addition, **Dr. Winter and Kathy Korte are travelling to Boston in October to speak at a conference about how they created Dr. Winter's Citizen's Committee to work with our neighborhood and compromise so that everyone can be happy. At this time there has been NO negotiation: Since meeting for the first time in early June, we are in the same position as we were before the committee was ever formed. At this point, it appears that we have been led-on, defrauded by the very people who say that they work for us. I will update you after our next committee meeting on August 18. None of us signed up to live a few hundred feet from a stadium but as an act of good faith, we agreed to APS' request for us to come to the table and negotiate.**

In case you are unaware, Counselor Ken Sanchez supports the stadium location. I have reached out for his help. Despite being a supporter of the stadium, we are his constituents. I truly believe that he can successfully support the stadium while advocating for us: his constituents. To date, he has not come forward to help us. The same goes for all elected officials during times of challenge. Despite what they want, they are supposed to help us too. We are their constituents. A middle ground exits. Thus far, we have been failed.

At our last committee meeting, **Dr. Winter admitted that the stadium is going to hurt our property values until the middle, elementary and high schools come in approximately 10 years.** Since our economy is on the verge of collapse, it could be longer than 10 years. As a neighborhood, we are taking a double hit: (1) the terrible economy, and (2) the stadium. Since APS said 'NO' to our requests, the

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committee has asked what they can do for us to offset the loss we are going to take. Many of us are **military families**. We cannot wait 10 years or longer for school to come. Potential buyers who can spend 300K to 400K on a house aren't going to go looking for a stadium to live beside. From a selling stand point, this puts us at a severe disadvantage. We deserve the same careful consideration and planning which seems to be the standard on the northeast side of town. After receiving a 'NO' answer for every request we made on behalf of our neighborhood, we asked Kathy Korte and Brad Winter to mentally picture themselves living in our neighborhood and help us think of things that they would want if they lived here. To date, we have gotten no feedback.

The current **traffic study** is inadequate. It was completed in June. **Results indicate there are no problems at the I-40/Unser Blvd Exit. If you drive it on a regular basis, I'm sure you'll disagree.**

The I-40/98th St Exit received a failing grade. However, the question from APS has arisen- *Why strive to make an F and F+?* It matters to us! They are talking about our homes- the biggest single purchase that most of us will ever make- where we travel *to* and *from* every day- where *we* are raising our families.

Extra lanes traffic, traffic lights, traffic signs and additional on/off ramps from I-40 can only be added if they are "warranted". APS has stressed many times that the stadium will only host about 50 events per year. Although, on the surface, this sounds like a good thing- it's not. If the stadium only hosts 50 events per year, this will not be enough to adequately "warrant" additional on/off ramps, traffic lights, etc. Our neighborhood will suffer. According to the traffic engineer who attended our last committee meeting, someone often has to die (in a traffic related accident) to warrant the city to widen a road, put in a stop light, etc.

To obtain a more representative result, we are requesting a traffic study during the school year- NOT during a long summer holiday for APS. We are requesting a traffic study of Milne during a few large events. We are requesting that traffic for the remainder of the master plan be factored in. Word has it; the developer already has several large businesses lined up to purchase property in the area as soon as the APS deal closes. **We do not wish to repeat the major problems at Volcano Vista High School. The I-25 debacle is another good example of poor city planning. By the time it was opened to the public, it was insufficient for public needs.**

We have asked if our **property taxes** will be raised or if our homes will be reassessed in the city's favor to pay for this project once APS runs out of money (which is very likely).

We remain concerned about added **crime** since APD has no budget money for added patrols and APS police have limited jurisdiction to APS property only.

We remain concerned about **inadequate water pressure**. The stadium and sports complex are scheduled to borrow from us. No one at the DRB or APS has ever acknowledged our water pressure issue.

We remain concerned about **traffic, crime, noise, stadium and parking lot lighting, as well as the impeded view of Petroglyph National Monument**(since the stadium is currently planned for an official View Area of the monument).

We are concerned about **noise**. Our area has been proven one of the noisiest areas in the city. This is because sound travels from I-40, bounces off of Petroglyph National Monument and reverberates back

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through the field. As you well-know, noise ordinances in the city are far more stringent than they are in the county. We are requesting a noise study. Residents within 1-2 miles of Milne Stadium say that the marching bands are loud enough to vibrate their windows and floors. In addition, residents state that they can hear the bands so clearly, it's easy to tell what song they are playing.

We are concerned about **public safety**. As of now, only one (one lane) entrance and one (one lane) exit is planned for the stadium and sports complex. The entrance and exit is (roughly) in the curve where the bent metal gate is. This is where Arroyo Vista becomes Tierra Pintada. If someone becomes ill or gets injured during an APS event it will be nearly impossible for first responders to get to them. We have asked for an additional entrance at the intersection of Ladera and 98th Street/Arroyo Vista. This will also serve to alleviate traffic from literally coming into our neighborhood and bottle-necking.

There are number of additional issues- too many to discuss in this message.

PLEASE attend the August 17 DRB hearing. If you need a ride or better directions, please let me know. For more information, please call me. 850-496-5148. Thank you.

Tabitha King

Cloud, Jack W.

From: Art Retberg [alretberg@gmail.com]
Sent: Monday, August 15, 2011 1:42 PM
To: Porter, Allan K.; Sandoval, Christina M.; Cherne, Curtis ; Cloud, Jack W.; Metro, Kristal D.
Subject: DRB Hearing for Wednesday August 17

Reference # 1008792/UDRB 70202 & 70204

Dear Board Members,

We oppose the granting of the requested variance which has been requested to allow APS, upon purchase of the revised plat, to build a Sports Stadium/Complex.

Our home is located in the Storm Cloud neighborhood that will be adversely affected by locating the proposed APS Stadium, sports facilities and education corridorwithin these revised plats. We purchased our home based on the zoning shown in the Westland Master plan for our area.

Allowing APS to build the stadium just **2000 feet** from our homes will result in the following conditions that will negatively impact on our quality of life and home values.

1) Noise from stadium events that cannot be properly mitigated due to the close location to our residential neighborhood.

2) Operation after sunset that will result in light pollution.

3) Traffic congestion and noise from that traffic. The lack of any new roadway infrastructure separate from Arroya Vista and Tierra Pintada for access to these facilities will result in safety issues and increased traffic through our neighborhoods as frustrated attendees try to cut through our neighborhood to reach Unser and Ladera.

4) Increased crime and littering that these kind of facilities attract. Property values also decline as a result. APS currently is not a good neighbor where the two current APS high school stadiums are located. They either do not want to or cannot afford to provide the maintenance and landscaping/policing required.

5) Unser has major traffic problems at I-40 that have never been addressed by NMDOT or CABQ. 98TH at I-40, if not improved will see major traffic tie-ups also without major improvements creating even greater problems cited in #3 above.

Respectfully submitted,

Arthur L. Retberg and H. June Retberg
9732 Summer Shower PL NW
Albuquerque, NM 87120-4195

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8/15/2011

From: marlene kovacs [BRITMUM@peoplepc.com]
Sent: Tuesday, August 16, 2011 2:50 PM
To: Cloud, Jack W.
Subject: STORMCLOUD ARENA

I strongly disagree in changing the public access on the land that runs along 98th and Tierra Pintada, I am extremeley concerned re the extra traffic that is bound to happen along with all the noise,

sincerely,Marlene Kovacs
9208 Stormcloud ,N.W,.

From: jdawes3@comcast.net
Sent: Tuesday, August 16, 2011 9:42 PM
To: Cloud, Jack W.; Metro, Kristal D.; Cherne, Curtis ; Porter, Allan K.; Sandoval, Christina M.
Subject: DRB meeting 8/17/2011

I am unable to attend the meeting tomorrow. These are my concerns re the proposed APS stadium:

MY CONCERNS RE THE PROPOSED STADIUM:

My backyard wall is at the corner of Tierra Pintada and Arroyo Vista. Many of our homes are very near to this wall, and the wall is very near to the street. The proposed stadium will greatly devalue our properties here. I grew up across the street from a very small parochial high school. It was bearable (barely) until they joined a very small football league and built small bleachers on a grass lot. It made our lives hell. We had loud bands practicing all day and night, every day but Sunday. We had bright lights, loud PA systems, heavy traffic, cars blocking our driveways, beer bottles thrown through our house windows, and much increased break-ins with theft. Going through all this again, and on a much more grandiose scale, is terrifying, to say the least.

But the most appalling thing about this proposed stadium is: As a high school math teacher and college math professor for 45 years, I cannot believe APS, or anyone else, would spend one dime for a sports stadium when our students are academically the worst in the nation. This is a farce and a gross travesty of education.

Please do not approve the changes requested by the developer. He has thrown us under the bus.

Sincerely,

Jeanne R. Dawes

From: abqwscona@yahoogroups.com [mailto:abqwscona@yahoogroups.com] **On Behalf Of** jfworrall@comcast.net
Sent: Tuesday, August 16, 2011 4:21 PM
To: abqwscboard; WSCONA Members; Secretary 09 WSCONA; Marie Ludi; Joan Jones; JOEVALLES; Klarissa Pena; Louis Tafoya; Dan Serrano; TVNA TVNA; svcna.lazo@gmail.com
Subject: [abqwscona] West Side Stadium

Tomorrow 8/17 @ 9 am is the scheduled DRB hearing for two plats of land where the stadium and playing fields are to be constructed. Presently, the land in question is covered in the Westland Master Plan. The DRB is being asked to vacate the land and to change it to bulk land use. The land is presently planned to have a shopping center approximately as big as Cottonwood Mall and a Residential Village of apartments. Also, adjacent to the land are two developments, Inspiration and Watershed II which would add a number of $300,000 to $500,000 homes. The Petroglyph Homeowners Association is 1,000 homes which at todays values generate approximately $2,000,000 in property taxes. The effect on the West Side is disastrous, because tax generating properties are being used for tax consuming purposes. And, if the shopping center is moved further West outside the city ! limits, the gross receipts tax is lost along with 1,000 homes asking for lower property taxes from the decreased value in their homes.

If another stadium is not built, the millions of dollars needed to pay off the bonds is lifted off of the backs of already struggling tax payers. If a stadium is to be built, we have three sites on the West Side better suited just from an infrastructure investment stand point.
I hope you and everyone you know can make it to the DRB hearing. The entire West Side has come together to fight for representation for ourselves in the redistricting process. The stadium is another way to stand together to fight for the best way to continue to develop our area.

We can hang together on these issues, or we can hang separately

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August 18, 2011

Dear DRB Members,

I am the Sheriff of Bernalillo County. I intended to attend your meeting yesterday in regards to the APS stadium. I was committed to a meeting with the Albuquerque Chamber of Commerce and could not attend. I live in the Storm cloud addition close to the proposed stadium. I do have concerns both from the perspective of a citizen but also as the Sheriff who by Statute is the highest Law Enforcement Executive in the County. I have struggled with my involvement in this issue for several reasons. I have enough battles and issues to handle without adding this issue to the list. However with that said I have serious concerns about what's happening here. Government needs more transparency regardless of it being Bernalillo County, City of Albuquerque, or APS. This stadium I understand was planned for Atrisco Heritage and in secret it was moved to I-40 and 98th. The flag of because it was a real estate deal was the reason for the secrecy. As your Sheriff I want to say the last thing we need in Bernalillo County from government agencies is secret deals under the color of any flag. Secondly the reason given publically was not enough land at Atrisco Heritage. I can only speak for myself but to me that's ridiculous. There's land everywhere you look. My biggest concern is the traffic issue. I believe the traffic study is flawed as a generic study and does not represent the reality of what the traffic issues will be. Prior to being elected as Sheriff I was the Director of Security at a local Church. They do services on Sunday and Wednesdays. Traffic was my biggest problem. The issue is the same that will exist for the stadium with one exit and one entrance trying to handle thousands of vehicles. The church invited a well known celebrity to speak at the church on a Wednesday night. I usually have two Sworn APD officers working traffic besides a large Security force. I brought in four extra officers for that night. People attending were coming in on Coors and Unser. The event created gridlock on both arteries and backed up I-40 almost back down to Rio Grande Blvd. This is the reality of what is going to happen at a stadium which can house Seven Thousand people with only one exit and entrance regardless of what their study reflects. As the Sheriff I want to remind all involved that only a Law Enforcement officer will have the authority to direct traffic on that roadway off of APS property. As the Sheriff when I reflect on all the major arteries that fed into Atrisco Heritage I.E. Rio Bravo, Coors, 98th st, and Atrisco Heritage formally Paseo del Volcan verses one major artery I.E.98th to the proposed location it raises questions. I am a South Valley native and there's no doubt many people look down on that area. I can only hope that this was not a factor in these decisions. It appears that a court room will be where all this will ultimately be decided and judged. I just want you as a board to know that there are legitimate questions here. This is not about people not supporting kids, or

even being anti- APS. I'm not sure what your role will completely be but I appreciate your responsibilities and know that with regards to what you do control you will be fair to all parties involved. Thanks in advance for allowing me to share some concerns with you as a board.

Respectfully

Dan Houston

Sheriff Bernalillo County

From: Art De La Cruz [adelacruz@bernco.gov]
Sent: Monday, August 22, 2011 3:23 PM
To: 'Dan & Betty Houston'; Cloud, Jack W.
Cc: Dolores Herrera
Subject: RE: Stadium

I agree with you Sheriff.
Art

From: Dan & Betty Houston [mailto:houstonanm@yahoo.com]
Sent: Thursday, August 18, 2011 7:55 PM
To: jcloud@cabq.gov
Cc: kmetro@cabq.gov; ccherne@cabq.gov; aporter@abcwua.org; cmsandoval@cabq.gov
Subject:

From: Cloud, Jack W.

Sent: Friday, August 26, 2011 12:17 PM

To: 'Pamela Hislop'

Subject: RE: I oppose the development - Drawing of Stadium plans without proposed plat changes approved at DRB Hearing 8/31

The Development Review Board (DRB) has a scheduled public hearing at 9:00 AM on Wednesday, August 31, 2011 on two platting applications for the referenced development; you may come to the hearing and comment on the applications. Any action taken by the DRB may be appealed to the City Council; any action taken by the City Council may be appealed to District Court.

Based on your Confidentiality Notice below, your email was sent to the City of Albuquerque and as the intended recipient it will be made part of the file.
- Jack Cloud, Chair
Development Review Board

From: Pamela Hislop [mailto:Pamela.Hislop@MolinaHealthCare.Com]
Sent: Wednesday, August 24, 2011 9:55 AM
To: Cloud, Jack W.
Subject: I oppose the development - Drawing of Stadium plans without proposed plat changes approved at DRB Hearing 8/31

Good Morning Jack Cloud. I am a resident in the Stormcloud community and I have not been happy with the changes that are planned near my community.
The most updated information I received was a revision to the plans to build the stadium. I vote for NO development at all (if that is even an option anymore). Is there anything that can be done to stop this development? I purchased my home in Stormcloud because I wanted to be where it was quiet and away from traffic, etc. The proposed changes would change our entire community.

Pamela Hislop

Confidentiality Notice: This communication, and any files attached, contains confidential information that may be privileged. The information is intended only for the use of the individual (s) or entity to which it is addressed. If you are not the intended recipient, any disclosure, distribution or the taking of any action in reliance upon this communication is prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by reply e-mail and destroy the original information. Thank you.

From: Vincenolan [vincenolan@aol.com]
Sent: Monday, August 29, 2011 1:48 PM
To: Cloud, Jack W.
Subject: Stadium

Mr. Cloud,

Please stop the stadium on the west side. This stadium should be put where the copmmunities want it, not near Ladera and 98th.
I am a disabled veteran and bought my house on Storm Cloud when the plan was for housing in this area, not a stadium.
This is completely unfair to the people who will live right across the street from this stadium. But it seems we don't count to the people in government who make decisions. It is wrong to force this change in the neighborhood plans on us.
I put my life savings into this house, I can't afford to move or take the hit to make APS happy at our expense.
There are other locations where the community wants the stadium. Put it there.

Vince Benham

From: Storm Cloud [stormcloud98th@gmail.com]
Sent: Monday, August 29, 2011 9:39 PM
To: Cloud, Jack W.
Subject: Opposition to changes in Westland Master Plan

Jack Cloud:

On 8/31, we urge you to REJECT all changes to the Westland Master Plan.

We live in the Stormcloud subdivision and oppose the stadium and all other proposed changes from APS. Below, we have copied in Kathy Korte's latest email message distribution about the stadium. We have been receiving messages like this for almost 6 months expressing an overall attitude of arrogance and entitlement.

The city's "memorandum of undestanding" has apparently empowered APS representatives to ignore constituents and drive their own agendas. The result is seen below. Rather than listen to our concerns, dissenting opinions are simply ignored.

The school district needs to be regulated. It's purpose is to educate children, not broker unpopular multi-million dollar land deals.

Thanks,
John

****

Hello everyone:

On Wednesday, August 31 at 9 a.m., the city Development Review Board will again hold a hearing on the stadium plat changes. The purpose is to consider the plat changes in order to proceed with the West Side Stadium and sports complex that is planned for the area, as well as to one day build the K through 8 education complex for the area.

The Memorandum of Understanding that the board lacked at the last meeting is now complete and will be presented. We hope for a yes vote from the Board and your letters in support of the stadium would be appreciated. (THIS MEETING IS NOT WHETHER TO APPROVE THE STADIUM! IT'S ABOUT HOW THE LAND WILL BE USED!)

You may write a letter of support to Chairman Jack Cloud and other committee members. Here is the link to find their email addresses: http://www.cabq.gov/planning/drb/index.html

I have attached once again three documents for you to consider. Consider these FACTS. I have done months of work and research to come up with my conclusions. I have been forthright and honest in my endeavor and I hope you will consider the attached documents carefully.

1. **Stadium concept_no fields.pdf**: This document shows what will happen if the plat change is denied. The stadium will be built and the landowner can proceed with plans for commercial and high-density residential in the portion of the land that would have had tennis courts and softball fields.

2. **Latest Site Plan**: This pdf shows what the entire area will be developed as if the DRB approves the changes.

3. **Myths vs. Facts**. The myths are verbatim the actual claims made in emails/documents that have been spread by opponents.

I am sending along the preliminary Traffic Study and the three drawings that go with it in another email.

Thanks,

Kathy

Kathy Korte

--

To: Jack Cloud (DRB)

Re: Project# 10000793 and Project# 1008792

For: Formal Objection to Final Plat Approval

August 31, 2011

This list includes but is not limited to individuals who object to the Memorandum of Understanding; Bulk Land Variance; and Final Plat Approvals for stated projects. We disagree with APS being exempt from rules and guidelines which were designed to protect our city and our environment. The land in our area was supposed to be for "community" and "area" use. This has not been recognized. Bulk Land Variances are given for very specific reasons. If "economy" is a valid reason for a Bulk Land Variance, why is a stadium being placed where a shopping plaza roughly the square footage of Cottonwood Mall was planned? The City of Albuquerque will lose multiple millions in gross receipts taxes and property taxes. The stadium isn't going to make money; it's going to use money that in this economic time, no one has. In addition, we object to the DRB hearing being at 9am. The DRB Hearing time is unfair and impractical. It alienates citizens who work at this time of day.

Tabitha King
Linda Simmons
Chris Kelly
Joan Fleetwood
Stephen Ricci
Andres Lazo
Art Retburg
Julie Ryan
Alex Gonzales
Paul Mondragon
Diane Gonzales
Joe Romero
Ray Sand
Adam Arrossa
Jerry Worrell
Joe Valles
Eric Lopez
Bob McCannon
Dan Houston

Irene Lenard
Clinton Lofties
Greg Dobbs
Eshita Patel
Jennifer Muniz
Angel Urbina
Alonzo Vera
Elfego Lucero
Leslie Dobbs
Matthew Sherman

Jeanne Dawes
John Swaim
Art DeLao
Antionette Lopez
Clyde Wheeler
Jim Aldaz
Jason Stone
Tommy Borst
Peter Eschman
Susan White
Duffy Ryan
Monica Fisher
Steve Fusselman
Susan Nuanes
Frank Little
Pantea Etminan
Pat Ruiloba
Marcia Fernandez
Deborah Hall

Angela West
Simon Lucero
Rudy Baca
Brenda Maes
Salina Corrales
Israel Nava
Ed Rodriquez
Precilla Sedillo
Juan Beltran
Robert Seller

Jerry Donalson
Judy Anaya
Rod Mahoney
Deb Moyer
Ross Nicholas
Shellina Wells
Debbie Landmesser
Donald Ricker
Michael Pace
Richard Myer
Peggy Salas
Len Aragon
Premila Chandra
Anna Pearson
John Gomez
Don Russell
Cindy Kirschenman
Don Bechechio
South Valley Coalition of Neighborhoods
West Side Coalition
Ira Herman
Fred Houser
Joe Garcia
Robert Graham
Gabriel Davila
Claire Dutton
Sharon Lovette
Ron Howe
Jenny Lund

Regina Grinage
Ernest Casias
Kathleen Rouse
Bernadette Carrillo

Adobe Acres Neighborhood Association
Conita Real Neighborhood Association
Mathew Lolba
Jackie Jaramillo
Seraphine Leonard
Allison Hang
Lindsey Holland
Ross Donalson
Jason Stone
Tommy Borst

Kelli Alcantar
Lucille Taylor
Stella Griego
Paul Sanchez

Anderson Hills Neighborhood Association
Meade Estates Neighborhood Association
David Johnson
Celene Valdez
Tanya McKinney
Michelle Martinez
Dana Rankin
Diana Rodriquez
India Allman
Peggy Salas

Fred Ramirez
Larie Gunn
Marlene Kovacs
Larie Gunn

Foothill Neighborhood Association
Vecinos del Bosque Neighborhood Association
Ray Chavez
John Silva
Phuong Tran
Robert Lucero
Lee Moseley
Adelina Wayne
Betty Hanson
Clayton McConkey

CCN# 201200151

MEMORANDUM OF UNDERSTANDING PERTAINING TO THE APPROXIMATELY 110 ACRE APS RECREATIONAL SITE

This Memorandum of Understanding ("MOU") pertaining to the approximately 110 Acre Recreational Complex Site ("Recreational Site"), is entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("City"), and the Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a political subdivision in the State of New Mexico, a/k/a Albuquerque Public Schools ("APS"), (City and APS are herein each a "Party" and are collectively, the "Parties").

RECITALS

WHEREAS, on March 1, 2011, APS as contract purchaser entered into a purchase agreement with Western Albuquerque Land Holdings LLC ("Western") to purchase the APS Recreational Site and an approximately 110 Acre High School and Middle School/Elementary School Site ("Educational Site") located within the City limits and more generally shown on Exhibit "A" attached hereto; and

WHEREAS, the Recreational Site will be developed by APS as a stadium and other athletic facilities; and

WHEREAS, APS plans to develop and construct the Recreational Site in a phased manner over time, with the construction of a stadium, parking and other related infrastructure as phase one of the development ("Phase 1"); and

WHEREAS, APS plans to develop an elementary school, a middle school and a high school on the Educational Site; and

WHEREAS, the Recreational Site is a portion of the property shown and described on the Westland North Plat recorded in the office of the County Clerk of Bernalillo County, New Mexico on December 27, 2000 in Book 2000C, page 316 (the "Westland North Plat"); and

WHEREAS, APS is not generally subject to land use, zoning, subdivision and construction regulations, ordinances and procedures of local jurisdictions such as the City ("Local Development Approvals"), however, the City regulates access from the City's public street system to APS property; and

WHEREAS, the entire community will benefit from the development of the Recreational Site, and the Educational Site as depicted on the attached Exhibit "A"; and

WHEREAS, the Educational Site is a portion of the property shown and described on the Watershed Subdivision Plat recorded in the office of the County Clerk of

Bernalillo County, New Mexico on June 9, 2005, in Book 2005C, page 198 (the "Watershed Plat"); and

WHEREAS, to accommodate APS' development of the Recreational Site and the Educational Site, Western has (i) contracted to sell these properties to APS and (ii) authorized APS, as an equitable interest owner, and its agent, to make or continue application to the City, as the "subdivider" to replat the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and to vacate portions of the Tierra Pintada right-of-way and certain public and/or private easements (the "Subdivision Actions"); and

WHEREAS, the Parties wish to expedite the platting and development of the Recreational Site and the Educational Site; and

WHEREAS, the purpose of this MOU is for the Parties to define and contractually agree on the development process and procedures associated with the site planning, platting, vacation of rights of way and easements, engineering, architecture and planning design for the Recreational Site as well as the guaranty, permitting, construction and installation of the infrastructure necessary to access and service the Recreational Site; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals are hereby restated and incorporated herein as part of this MOU.

2. Except as provided for herein no change in zoning or other land use approval is necessary for the subdivision, platting and development of the Recreational Site.

3. APS as contract purchaser of the Recreational Site, and as the "subdivider", with the consent of Western, shall submit to the City applications for the Subdivision Actions. The proposed plat for the Recreational Site is attached to this MOU as Exhibit "B" ("Recreational Site Plat").

4. APS will not request, nor will the City require, a bulk land variance for the Recreational Site because APS has not subjected itself to the City's jurisdiction regarding public infrastructure construction obligations, nor is a site plan of the Recreational Site required as a condition of the Recreational Site Plat because APS has not subjected itself to the City's site plan approval requirements. However, APS will make application to the City for a bulk land variance for the portions of the Recreational Site Plat not within the Recreational Site (the "Bulk Land Variance"). APS believes that the Bulk Land Variance is justified because the portions of the Recreational Site Plat property not within the Recreational Site shall require additional public agency review in the form of site

development plan review as required by Section 14-14-6-2(c) of the Subdivision Ordinance. However, the Bulk Land Variance decision is a "governmental decision" to be made by the City's Development Review Board following notice and public hearing.

5. Notwithstanding that APS is not subject to the City's Local Development Approvals, specifically public infrastructure construction obligations, APS agrees that in the event of acquisition of the Recreational Site by APS that public improvements necessary to serve the Recreational Site, as described in Section 6 hereof, will be constructed by APS.

6. Prior to starting, or concurrent with the construction of the Recreational Site, APS, shall construct the following infrastructure ("APS Infrastructure"):

a. Arroyo Vista Blvd, from Ladera Drive to Tierra Pintada Blvd, Roadway infrastructure: 3 western (SB) lanes w/standard curb and gutter, median curb, 8' shoulder (44ft f-f), 10 ft bike/pedestrian path (in lieu of sidewalk).

b. Arroyo Vista Blvd, from Ladera Drive to Tierra Pintada Blvd, Storm Drainage infrastructure: 18"-36" storm drain lines w/inlets.

c. Arroyo Vista Blvd, from Tierra Pintada Blvd to west property line of Recreation Site, Roadway infrastructure: 2 southern (EB) lanes w/standard curb and gutter, asphalt median curb, 8' shoulder (32ft f-f), 10ft bike/pedestrian path.

d. Arroyo Vista Blvd, from Tierra Pintada Blvd to west property line of Recreational Site, Storm Drainage infrastructure: 18"-36"storm drain w/inlets.

- Roadway cross-sections will comply with the applicable portion of the Westland Sector Plan (no transit lanes at this time).
- Water and sanitary sewer infrastructure requirements will be coordinated separately with ABCWUA.
- Final storm drainage requirements will be per approved site/roadway drainage report.

7. In the event the Subdivision Actions are approved, no site plans, archaeological mitigation or infrastructure lists shall be required to complete or record the Recreational Site Plat. All other City regulations, processes and procedures for the approval of the Recreational Site Plat shall be required. The Recreational Plat will be reviewed and a decision by the City either approving or disapproving the Recreational Site Plat will be made at a publicly noticed hearing.

8. Prior to starting construction on the Recreational Site, APS and the City will execute a Procedure A Public Improvements Agreement ("Procedure A") in similar form to past Procedure A's executed by APS and the City. A list of the APS Infrastructure associated with the Recreational Site shall be included and attached to the Procedure A. Notwithstanding anything to the contrary, under no circumstances will APS be required to post a financial guaranty in connection with the Procedure A or the installation of the APS Infrastructure. The Procedure A will not be required to record the Recreational Site Plat.

9. APS agrees to comply with all City procedures and requirements, including archaeological mitigation (if required) to obtain: (a) City issued building permits prior to construction of each phase of construction of the Recreational Site; and (b) City issued certificates of occupancy at the end of each phase of construction of the Recreational Site. APS will provide to the City supporting plans, reports and documents required to ensure the safe development, construction and operation of the Recreational Site.

10. The City will expedite all City reviews and approvals, as well as any appeals of such reviews and approvals, of all platting and permitting procedures associated with the Recreational Site.

11. A drainage plan and report for the Recreational Site will be submitted to the City for review and approval prior to the building permit approval for the Recreational Site

12. Prior to approval of the building permit for the Recreational Site, APS will submit to the City a trip generation comparison study ("Comparison Study") between the existing and proposed land uses and an access study ("Access Study") analyzing the impacts of the Recreational Site on area traffic flows. If further analysis is required, a traffic impact study ("TIS") will be provided. The Comparison Study, Access Study and TIS will be subject to the review and approval of the City Engineer, which approval shall not be unreasonably withheld. Any City infrastructure identified in the TIS or Access Study shall be a condition of a Certificate of Occupancy for the Recreational Site.

13. The City agrees to consider an application to vacate certain utility and floodplain (drainage) easements and the Tierra Pintada right-of-way consisting of approximately 10.15 acres and the 86 foot temporary floating access easement across Parcel C and Parcel D as part of the Parcel C and D Plat Action.

14. APS agrees that the Recreational Site Plat may be conditioned by the DRB upon the sale of the Recreational Site to APS, and if so conditioned, the Recreational Site Plat shall be recorded contemporaneously with the closing of the purchase of the Recreational Site by APS.

15. This MOU shall expire one (1) year after the City engineer's acceptance of the APS Infrastructure to be dedicated to the City. Notwithstanding anything herein to the

contrary, in the event the Recreational Site Plat is not approved, or APS' contract to purchase the Recreational Site terminates without APS having purchased the Recreational Site, either Party may terminate this MOU and the Parties shall have no further rights, responsibilities or liabilities under this MOU. In the event APS or the City chooses to terminate this MOU pursuant to this Paragraph 15, APS shall cause the Recreational Site Plat to be withdrawn as a condition to termination of the MOU.

16. Nothing in this MOU shall be construed (i) to waive any rights, claims or defenses asserted heretofore or hereafter by any of the Parties or (ii) to require APS to install infrastructure improvements to standards and conditions more restrictive or intensive than the City's current standards and conditions or (iii) to require APS to complete platting and/or entitlement processes or procedures that are more restrictive or intensive than the City's current platting and entitlement process and procedures.

17. All notices and other communications under this MOU shall be in writing and shall be deemed duly given: (a) when delivered personally or by prepaid overnight courier, with a record of receipt, (b) the third day after mailing, if mailed by certified mail, return receipt requested, (c) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (d) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses, telecopy number, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provisions):

If to the City:

Robert J. Perry
Chief Administrative Officer
City of Albuquerque
City / County Bldg. – 11th Floor
Albuquerque, NM 87102
Facsimile: (505) 768-3019
Telephone: (505) 768-3000
E-mail: rjperry@cabq.gov

With a copy to:

Robert Kidd
Acting City Attorney
City of Albuquerque
One Civic Plaza, NW
City / County Building
4th Floor, Room 4015
Albuquerque, NM 87102
Facsimile: (505) 768-4525
Telephone: (505) 768-4500
E-mail: rkidd@cabq.gov

Richard Dourte
City Engineer
600 2nd Street NW
Suite 201
Albuquerque, NM 87102
Facsimile: (505) 924-3864
Telephone: (505) 924-3999
E-mail: rdourte@cabq.gov

If to APS:

Albuquerque Public Schools
P.O. Box 25704
Albuquerque, New Mexico 87125-0704
Attention: Winston Brooks, Superintendent
Facsimile: (505) 872-8855
Telephone: (505) 880-3706
E-mail: superintendent@aps.edu

With copies to:

Martin W. Eckert
Real Estate Department
915 Locust St. S.E. Room 8
Albuquerque, New Mexico 87106
Facsimile: (505) 768-1583
Telephone: (505) 765-5950 ext 265
E-mail: eckert_m@aps.edu

Ruth M. Schifani, Esq.
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 4th St., N.W.
P.O. Box 2168
Albuquerque, New Mexico 87103-2168
Facsimile: (505) 848-1891
Telephone: (505) 848-1820
E-mail: rschifani@modrall.com

18. This MOU may be executed in one or more counterparts, including facsimile counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

19. This MOU may be amended, upon mutual agreement of the Parties, by written agreement executed by each of the Parties.

20. The Parties agree to hereafter negotiate and enter into such further and more definitive mutually acceptable agreements, as may be necessary, to effectuate the transactions contemplated by this MOU.

21. This MOU is signed, sealed, executed and delivered by the Parties as of the date indicated next to the respective signatures below, with the "Effective Date" to be the date of the last signature affixed hereto.

22. If a Party fails to perform its obligations under this MOU, a non-breaching Party may provide written notice describing the breach and requesting that the breaching Party cure the breach within no more than thirty (30) days from the date of the written notice. If the breaching party does not cure the breach within the time period provided in the written notice, the Party giving the written notice may request termination of this MOU upon not less than ten (10) days' prior written notice to the other Parties to this MOU. In the event the other Party agrees in writing with the requested termination, this MOU shall terminate and the Parties shall have nor further rights, responsibilities or liabilities under this MOU. If the Parties do not agree the dispute shall be referred to non binding mediation.

IN WITNESS WHEREOF, the Parties hereto hereby execute this MOU in multiple originals:

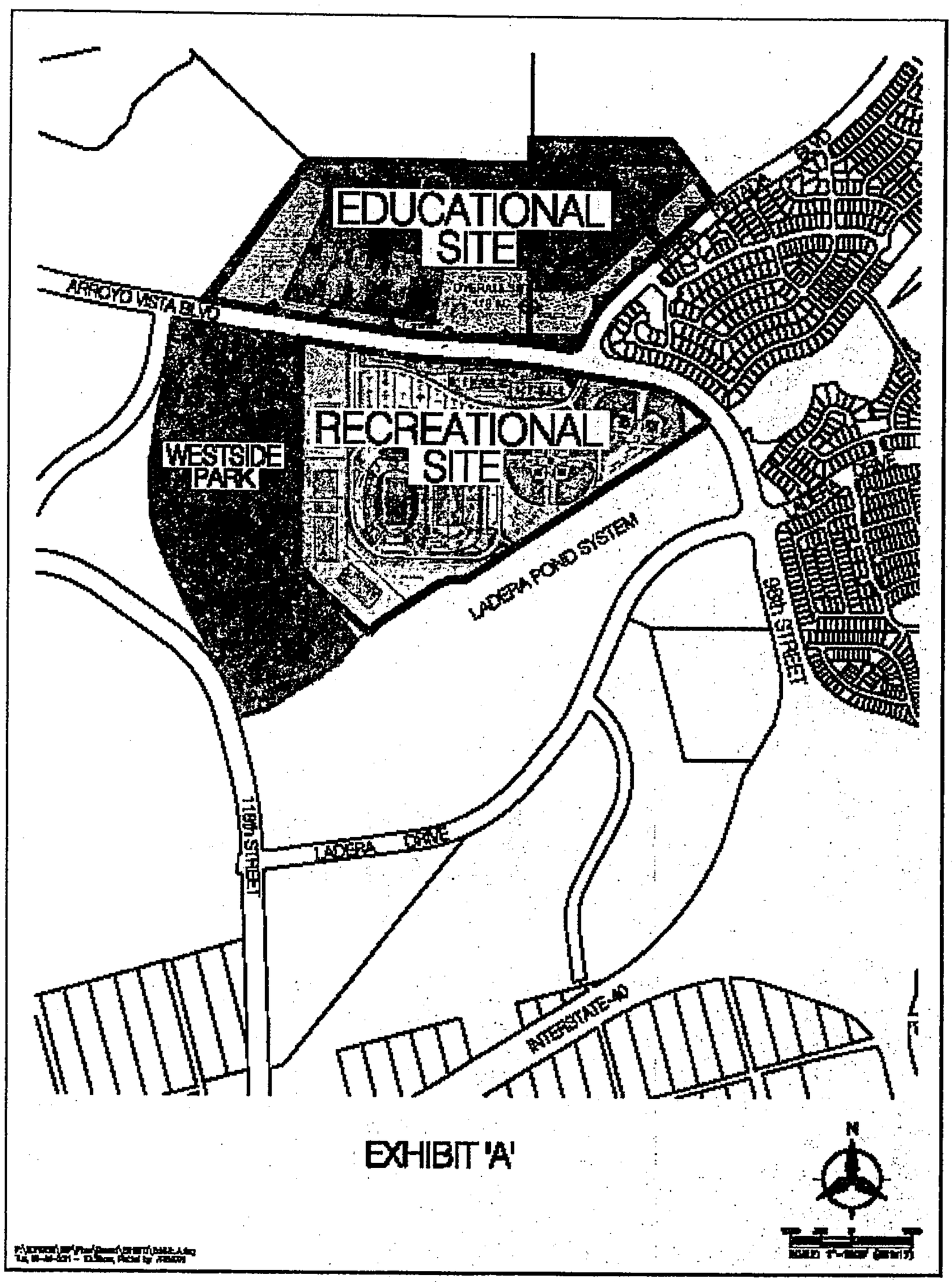
CITY OF ALBUQUERQUE
A New Mexico municipal corporation,

By:_____ Date: 8/26/11
Robert J. Perry, Chief Administrative Officer

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO A/K/A ALBUQUERQUE PUBLIC SCHOOLS

By:_____ Date: August 26, 2011
Winston Brooks, Superintendent

Exhibit "A"
Recreational Site and Educational Site



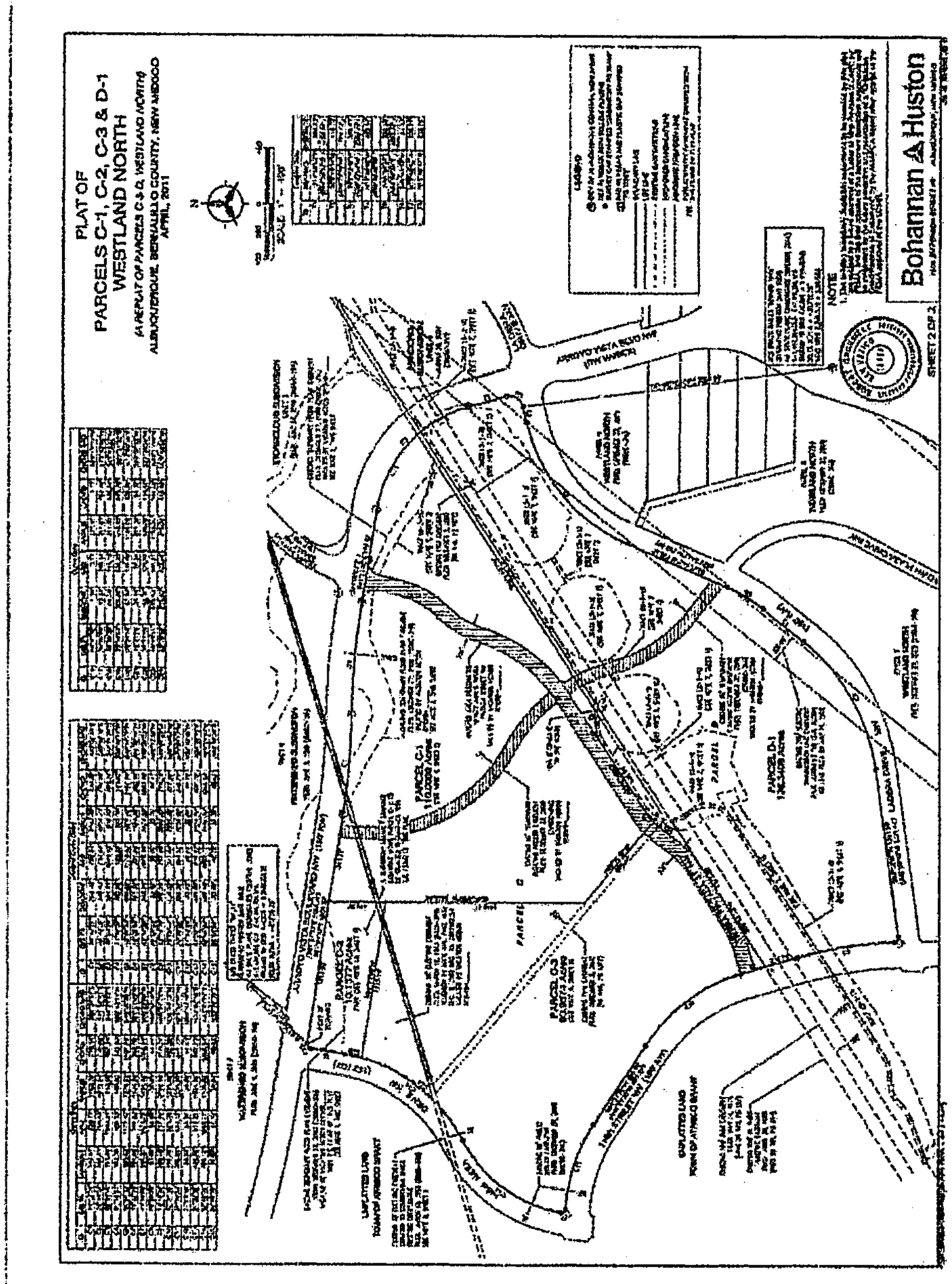


Exhibit "B"
Recreational Site Plat

LETTER OF TRANSMITTAL

Albuquerque
Public
Schools
Real
Estate
Department

915 Locust S.E.
Albuquerque, New Mexico 87106
Phone: (505) 765-5950, Ext. 265
Fax: (505) 768-1583

Date: August 26, 2011

Name: Jack Cloud

Company: Chair, DRB

Address:

Telephone:

Received By:

Signature:

Date

COPIES	DATE	NO.	DESCRIPTION
1	March 1, 2011		REPA Between WALH and APS
and 1	July 22, 2011		Assignment and Authorization
	Between		WALH and APS (Consented by BHI)

THESE ITEMS TO BE RETURNED BY:

REMARKS: For Your Records

Please contact me @ 362-8261 if questions -

Thanks

COPY TO:

APPROVED BY: Marty

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person **Pamela Lujan**

CCN# 201200151
New

Type of Agreement: Memorandum of Understanding
Description/Project Name: MOU -110 Acre APS **Recreational** Site
Developer: Albuquerque Public Schools Real Estate Dept.
Contract Amount $_____ SIA Contract Period: _____-12/31/2031
Contract Amount $_____ SIA Contract Period: _____-_____
Contract Amount $_____ S/W Contract Period: _____-_____
Contract Amount $_____ S/W Contract Period: _____-_____

DRAFT CONTRACT:
Rec'd by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div				
Transportation Div				
DRC Chairman	08/17/2011			
Legal Dept				8/26/11
City Engineer	8-17-2011	8-17-2011		~~8-17-2011~~ 8-26-11
County Clerk				
CAO				

DISTRIBUTION:

	Date:	By:
User Department	8-29-11	
Vendor		
City Clerk	8-29-11	
Treasury		
Other: _____		

2011 AUG 29 PM 1:41

MEMORANDUM OF UNDERSTANDING PERTAINING TO THE APPROXIMATELY 110 ACRE APS RECREATIONAL SITE

This Memorandum of Understanding ("MOU") pertaining to the approximately 110 Acre Recreational Complex Site ("Recreational Site"), is entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("City"), and the Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a political subdivision in the State of New Mexico, a/k/a Albuquerque Public Schools ("APS"), (City and APS are herein each a "Party" and are collectively, the "Parties").

RECITALS

WHEREAS, on March 1, 2011, APS as contract purchaser entered into a purchase agreement with Western Albuquerque Land Holdings LLC ("Western") to purchase the APS Recreational Site and an approximately 110 Acre High School and Middle School/Elementary School Site ("Educational Site") located within the City limits and more generally shown on Exhibit "A" attached hereto; and

WHEREAS, the Recreational Site will be developed by APS as a stadium and other athletic facilities; and

WHEREAS, APS plans to develop and construct the Recreational Site in a phased manner over time, with the construction of a stadium, parking and other related infrastructure as phase one of the development ("Phase 1"); and

WHEREAS, APS plans to develop an elementary school, a middle school and a high school on the Educational Site; and

WHEREAS, the Recreational Site is a portion of the property shown and described on the Westland North Plat recorded in the office of the County Clerk of Bernalillo County, New Mexico on December 27, 2000 in Book 2000C, page 316 (the "Westland North Plat"); and

WHEREAS, APS is not generally subject to land use, zoning, subdivision and construction regulations, ordinances and procedures of local jurisdictions such as the City ("Local Development Approvals"), however, the City regulates access from the City's public street system to APS property; and

WHEREAS, the entire community will benefit from the development of the Recreational Site, and the Educational Site as depicted on the attached Exhibit "A"; and

WHEREAS, the Educational Site is a portion of the property shown and described on the Watershed Subdivision Plat recorded in the office of the County Clerk of

Bernalillo County, New Mexico on June 9, 2005, in Book 2005C, page 198 (the "Watershed Plat"); and

WHEREAS, to accommodate APS' development of the Recreational Site and the Educational Site, Western has (i) contracted to sell these properties to APS and (ii) authorized APS, as an equitable interest owner, and its agent, to make or continue application to the City, as the "subdivider" to replat the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and to vacate portions of the Tierra Pintada right-of-way and certain public and/or private easements (the "Subdivision Actions"); and

WHEREAS, the Parties wish to expedite the platting and development of the Recreational Site and the Educational Site; and

WHEREAS, the purpose of this MOU is for the Parties to define and contractually agree on the development process and procedures associated with the site planning, platting, vacation of rights of way and easements, engineering, architecture and planning design for the Recreational Site as well as the guaranty, permitting, construction and installation of the infrastructure necessary to access and service the Recreational Site; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals are hereby restated and incorporated herein as part of this MOU.

2. Except as provided for herein no change in zoning or other land use approval is necessary for the subdivision, platting and development of the Recreational Site.

3. APS as contract purchaser of the Recreational Site, and as the "subdivider", with the consent of Western, shall submit to the City applications for the Subdivision Actions. The proposed plat for the Recreational Site is attached to this MOU as Exhibit "B" ("Recreational Site Plat").

4. APS will not request, nor will the City require, a bulk land variance for the Recreational Site because APS has not subjected itself to the City's jurisdiction regarding public infrastructure construction obligations, nor is a site plan of the Recreational Site required as a condition of the Recreational Site Plat because APS has not subjected itself to the City's site plan approval requirements. However, APS will make application to the City for a bulk land variance for the portions of the Recreational Site Plat not within the Recreational Site (the "Bulk Land Variance"). APS believes that the Bulk Land Variance is justified because the portions of the Recreational Site Plat property not within the Recreational Site shall require additional public agency review in the form of site

development plan review as required by Section 14-14-6-2(c) of the Subdivision Ordinance. However, the Bulk Land Variance decision is a "governmental decision" to be made by the City's Development Review Board following notice and public hearing.

5. Notwithstanding that APS is not subject to the City's Local Development Approvals, specifically public infrastructure construction obligations, APS agrees that in the event of acquisition of the Recreational Site by APS that public improvements necessary to serve the Recreational Site, as described in Section 6 hereof, will be constructed by APS.

6. Prior to starting, or concurrent with the construction of the Recreational Site, APS, shall construct the following infrastructure ("APS Infrastructure"):

a. Arroyo Vista Blvd, from Ladera Drive to Tierra Pintada Blvd, Roadway infrastructure: 3 western (SB) lanes w/standard curb and gutter, median curb, 8' shoulder (44ft f-f), 10 ft bike/pedestrian path (in lieu of sidewalk).

b. Arroyo Vista Blvd, from Ladera Drive to Tierra Pintada Blvd, Storm Drainage infrastructure: 18"-36" storm drain lines w/inlets.

c. Arroyo Vista Blvd, from Tierra Pintada Blvd to west property line of Recreation Site, Roadway infrastructure: 2 southern (EB) lanes w/standard curb and gutter, asphalt median curb, 8' shoulder (32ft f-f), 10ft bike/pedestrian path.

d. Arroyo Vista Blvd, from Tierra Pintada Blvd to west property line of Recreational Site, Storm Drainage infrastructure: 18"-36"storm drain w/inlets.

- Roadway cross-sections will comply with the applicable portion of the Westland Sector Plan (no transit lanes at this time).
- Water and sanitary sewer infrastructure requirements will be coordinated separately with ABCWUA.
- Final storm drainage requirements will be per approved site/roadway drainage report.

7. In the event the Subdivision Actions are approved, no site plans, archaeological mitigation or infrastructure lists shall be required to complete or record the Recreational Site Plat. All other City regulations, processes and procedures for the approval of the Recreational Site Plat shall be required. The Recreational Plat will be reviewed and a decision by the City either approving or disapproving the Recreational Site Plat will be made at a publicly noticed hearing.

8. Prior to starting construction on the Recreational Site, APS and the City will execute a Procedure A Public Improvements Agreement ("Procedure A") in similar form to past Procedure A's executed by APS and the City. A list of the APS Infrastructure associated with the Recreational Site shall be included and attached to the Procedure A. Notwithstanding anything to the contrary, under no circumstances will APS be required to post a financial guaranty in connection with the Procedure A or the installation of the APS Infrastructure. The Procedure A will not be required to record the Recreational Site Plat.

9. APS agrees to comply with all City procedures and requirements, including archaeological mitigation (if required) to obtain: (a) City issued building permits prior to construction of each phase of construction of the Recreational Site; and (b) City issued certificates of occupancy at the end of each phase of construction of the Recreational Site. APS will provide to the City supporting plans, reports and documents required to ensure the safe development, construction and operation of the Recreational Site.

10. The City will expedite all City reviews and approvals, as well as any appeals of such reviews and approvals, of all platting and permitting procedures associated with the Recreational Site.

11. A drainage plan and report for the Recreational Site will be submitted to the City for review and approval prior to the building permit approval for the Recreational Site

12. Prior to approval of the building permit for the Recreational Site, APS will submit to the City a trip generation comparison study ("Comparison Study") between the existing and proposed land uses and an access study ("Access Study") analyzing the impacts of the Recreational Site on area traffic flows. If further analysis is required, a traffic impact study ("TIS") will be provided. The Comparison Study, Access Study and TIS will be subject to the review and approval of the City Engineer, which approval shall not be unreasonably withheld. Any City infrastructure identified in the TIS or Access Study shall be a condition of a Certificate of Occupancy for the Recreational Site.

13. The City agrees to consider an application to vacate certain utility and floodplain (drainage) easements and the Tierra Pintada right-of-way consisting of approximately 10.15 acres and the 86 foot temporary floating access easement across Parcel C and Parcel D as part of the Parcel C and D Plat Action.

14. APS agrees that the Recreational Site Plat may be conditioned by the DRB upon the sale of the Recreational Site to APS, and if so conditioned, the Recreational Site Plat shall be recorded contemporaneously with the closing of the purchase of the Recreational Site by APS.

15. This MOU shall expire one (1) year after the City engineer's acceptance of the APS Infrastructure to be dedicated to the City. Notwithstanding anything herein to the

contrary, in the event the Recreational Site Plat is not approved, or APS' contract to purchase the Recreational Site terminates without APS having purchased the Recreational Site, either Party may terminate this MOU and the Parties shall have no further rights, responsibilities or liabilities under this MOU. In the event APS or the City chooses to terminate this MOU pursuant to this Paragraph 15, APS shall cause the Recreational Site Plat to be withdrawn as a condition to termination of the MOU.

16. Nothing in this MOU shall be construed (i) to waive any rights, claims or defenses asserted heretofore or hereafter by any of the Parties or (ii) to require APS to install infrastructure improvements to standards and conditions more restrictive or intensive than the City's current standards and conditions or (iii) to require APS to complete platting and/or entitlement processes or procedures that are more restrictive or intensive than the City's current platting and entitlement process and procedures.

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If to the City:

Robert J. Perry
Chief Administrative Officer
City of Albuquerque
City / County Bldg. – 11th Floor
Albuquerque, NM 87102
Facsimile: (505) 768-3019
Telephone: (505) 768-3000
E-mail: rjperry@cabq.gov

With a copy to:

Robert Kidd
Acting City Attorney
City of Albuquerque
One Civic Plaza, NW
City / County Building
4th Floor, Room 4015
Albuquerque, NM 87102
Facsimile: (505) 768-4525
Telephone: (505) 768-4500
E-mail: rkidd@cabq.gov

Richard Dourte
City Engineer
600 2nd Street NW
Suite 201
Albuquerque, NM 87102
Facsimile: (505) 924-3864
Telephone: (505) 924-3999
E-mail: rdourte@cabq.gov

If to APS:

Albuquerque Public Schools
P.O. Box 25704
Albuquerque, New Mexico 87125-0704
Attention: Winston Brooks, Superintendent
Facsimile: (505) 872-8855
Telephone: (505) 880-3706
E-mail: superintendent@aps.edu

With copies to:

Martin W. Eckert
Real Estate Department
915 Locust St. S.E. Room 8
Albuquerque, New Mexico 87106
Facsimile: (505) 768-1583
Telephone: (505) 765-5950 ext 265
E-mail: eckert_m@aps.edu

Ruth M. Schifani, Esq.
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 4th St., N.W.
P.O. Box 2168
Albuquerque, New Mexico 87103-2168
Facsimile: (505) 848-1891
Telephone: (505) 848-1820
E-mail: rschifani@modrall.com

18. This MOU may be executed in one or more counterparts, including facsimile counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

19. This MOU may be amended, upon mutual agreement of the Parties, by written agreement executed by each of the Parties.

20. The Parties agree to hereafter negotiate and enter into such further and more definitive mutually acceptable agreements, as may be necessary, to effectuate the transactions contemplated by this MOU.

21. This MOU is signed, sealed, executed and delivered by the Parties as of the date indicated next to the respective signatures below, with the "Effective Date" to be the date of the last signature affixed hereto.

22. If a Party fails to perform its obligations under this MOU, a non-breaching Party may provide written notice describing the breach and requesting that the breaching Party cure the breach within no more than thirty (30) days from the date of the written notice. If the breaching party does not cure the breach within the time period provided in the written notice, the Party giving the written notice may request termination of this MOU upon not less than ten (10) days' prior written notice to the other Parties to this MOU. In the event the other Party agrees in writing with the requested termination, this MOU shall terminate and the Parties shall have nor further rights, responsibilities or liabilities under this MOU. If the Parties do not agree the dispute shall be referred to non binding mediation.

IN WITNESS WHEREOF, the Parties hereto hereby execute this MOU in multiple originals:

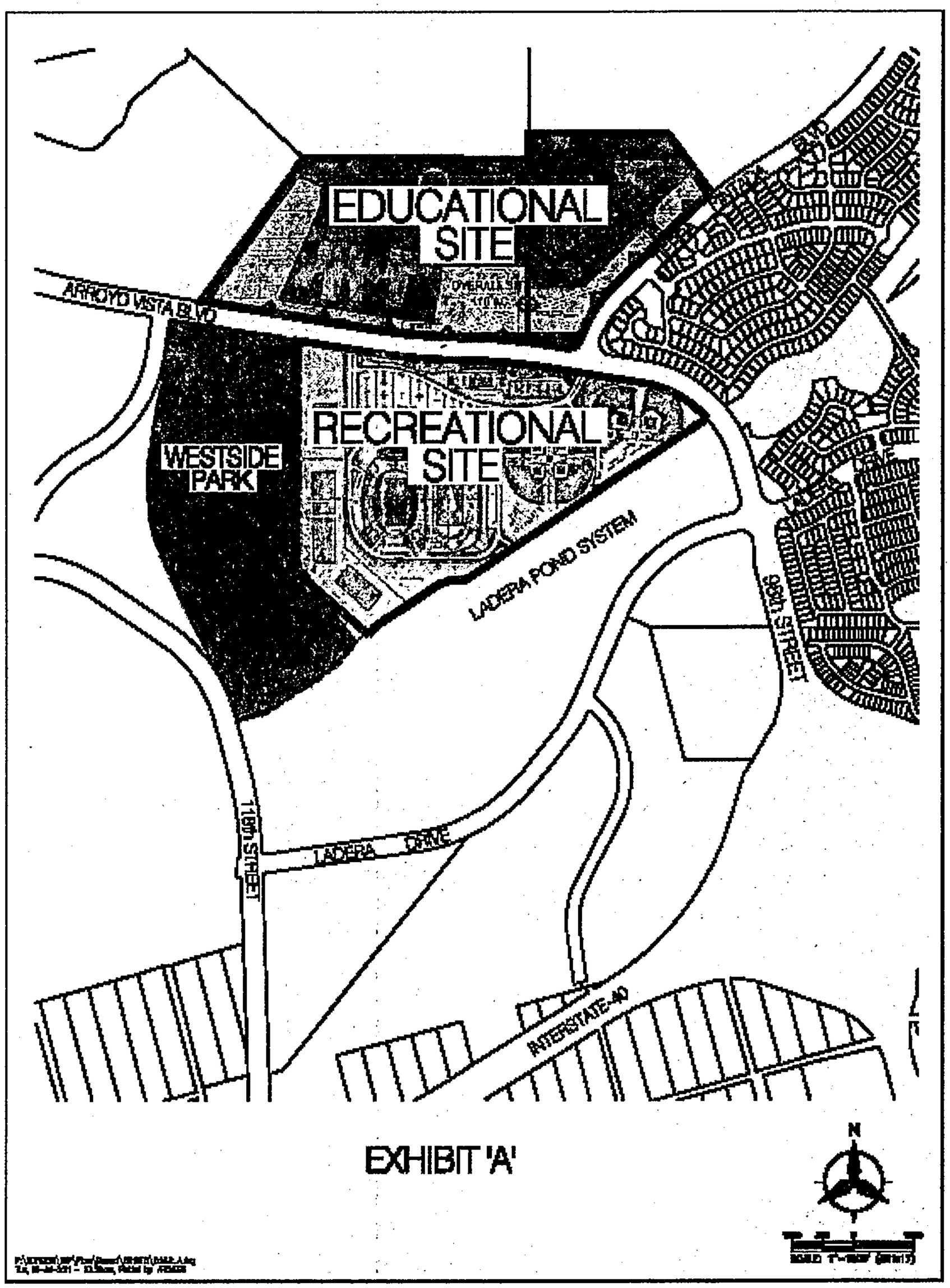
CITY OF ALBUQUERQUE
A New Mexico municipal corporation,

By:_____ Date: 8/26/11
Robert J. Perry, Chief Administrative Officer

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO A/K/A ALBUQUERQUE PUBLIC SCHOOLS

By:_____ Date: August 26, 2011
Winston Brooks, Superintendent

Exhibit "A"
Recreational Site and Educational Site



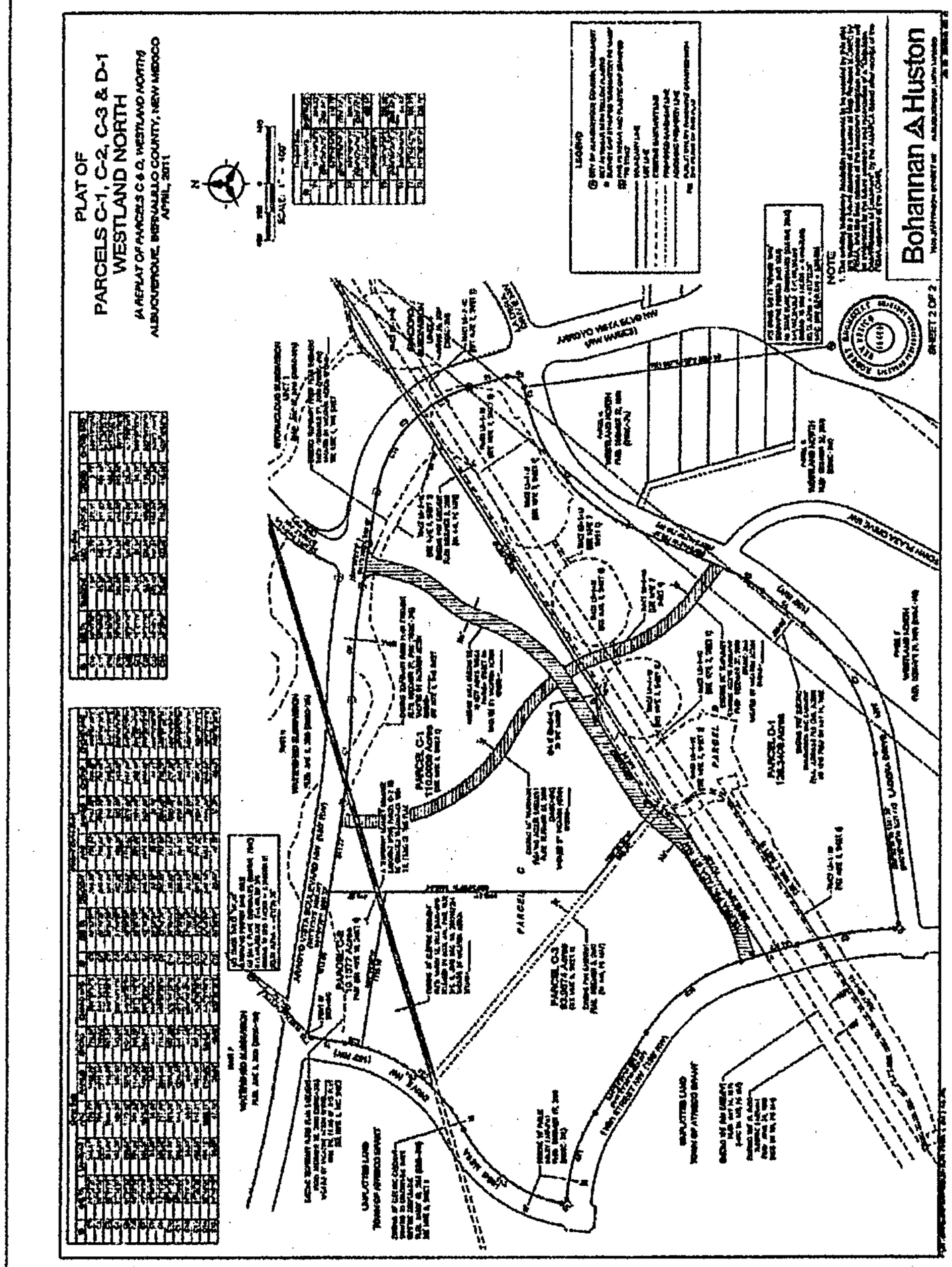


Exhibit "B"
Recreational Site Plat

REAL ESTATE PURCHASE AGREEMENT
FOR WESTSIDE EDUCATIONAL COMPLEX

This Real Estate Purchase Agreement For Westside Educational Complex (the "Agreement") is made and entered into by and between the Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a political subdivision in the State of New Mexico, a/k/a Albuquerque Public Schools (the "Buyer") and Western Albuquerque Land Holdings LLC, a Delaware limited liability company (the "Seller") upon the following terms and conditions.

RECITALS

A. Westland Development Company, Inc. ("Westland Inc.") and Buyer are parties to an Option Agreement dated September 2, 2003 (the "Option Agreement"), wherein Westland Inc. granted to Buyer an option (the "Option") to purchase approximately seventy five (75) acres of undeveloped vacant land, generally located north of Interstate 40 and east of its intersection with Paseo del Volcan, N.W. in Albuquerque, New Mexico, as more particularly depicted in the Option Agreement (the "Option Property"). The Option Agreement was amended by correspondence from Buyer to Westland Inc. dated November 20, 2003 and January 16, 2004 (collectively, the "Letter Amendments"). On March 28, 2006, Buyer exercised the Option.

B. Westland Inc. transferred and conveyed the Western Property (defined below) to Westland DevCo, LP, a Delaware limited partnership ("Westland DevCo"), subject to the Option and Westland DevCo assumed the liabilities and obligations of Westland Inc. under the Option Agreement, as amended by the Letter Amendments.

C. The Option Agreement, as amended by the Letter Amendments, was further amended by a First Amendment to Option Agreement dated December 19, 2008 (the "First Amendment"), by a Second Amendment to Option Agreement dated August 11, 2009 (the "Second Amendment"), by a Third Amendment to Option Agreement dated December 7, 2009 (the "Third Amendment"), and by an Amended and Restated Fourth Amendment to Option Agreement dated August 31, 2010 (the "Fourth Amendment" and, together with the First Amendment, the Second Amendment and the Third Amendment, the "Option Agreement Amendments"). The Option Agreement, as amended by the Letter Amendments and the Option Agreement Amendments is referred to in this Agreement as the "Amended Option Agreement".

D. Per the Supplemental Order Adopting Special Master's Report of Sale Confirming Sale, and Terminating Receivership, State of New Mexico County of Bernalillo Second Judicial District Court (the "Court") Case No. CV-2009-14749 (the "Order"), the Court authorized and directed the Special Master (defined in the Order) to sign and deliver to Seller the Special Master's Deed (the "Special Master's Deed") and Special Master's Bill of Sale (the "Bill of Sale") attached to the Order.

E. The real property described in the Special Master's Deed and in the Bill of Sale totals approximately 54,000 acres located on the west side of Albuquerque, New Mexico (the

"Western Property"). The Option Property, as the boundaries of the Option Property were adjusted in the Fourth Amendment, is a portion of the Western Property.

F. Seller and Buyer have agreed that Buyer shall purchase the Property (defined below) pursuant to the terms of this Agreement and that the Amended Option Agreement shall be terminated by this Agreement as described in Section 11.14 of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I
DEFINITIONS

1.01 As used in this Agreement, each of the following terms shall have the following meanings:

(a) "Business Day" means a day that banks in the State of New Mexico are required to be open to the public for business.

(b) "Closing" means the consummation of the purchase and sale of the Property as contemplated under this Agreement, which Closing shall be held at the offices of the Escrow Agent in Albuquerque, New Mexico, or at such other place as shall be mutually acceptable to Seller and Buyer.

(c) "Closing Date" means on or before five (5) Business Days after the expiration of the Inspection Period.

(d) "Earnest Money" means Fifty Thousand Dollars ($50,000.00) and all interest earned thereon, plus, if applicable the Additional Earnest Money (defined below). The Earnest Money shall be deposited as provided in Section 11.14 of this Agreement.

(e) "Effective Date" means the date of acceptance of this Agreement by the Escrow Agent as provided on the signature page hereof after all of the other parties have executed this Agreement.

(f) "Escrow Agent" means First American Title Insurance Company (Michelle Gallegos), 7517 Montgomery Blvd. NE, Albuquerque, New Mexico 87109.

(g) "Governmental Authority" means the United States of America; State of New Mexico; Bernalillo County, New Mexico; City of Albuquerque, New Mexico (the "City"); Albuquerque Metropolitan Arroyo Flood Control Authority ("AMAFCA"); Albuquerque Bernalillo County Water Utility Authority;("ABCWUA"); and/or any other governmental entity with any

type of jurisdiction over the Property, or any part thereof, and any agency, department, commission, board, bureau or instrumentality of any of the foregoing.

(h) "Option Fee" means the Fifty Thousand Dollars ($50,000.00) previously paid by Buyer to Westland Inc. for the right to acquire the Option (defined in the Amended Option Agreement).

(i) "Project" means the development and construction of a public elementary school, a public middle school (or a combination public K-8 school) and a public high school, a Stadium and/or related public school and recreational uses including vehicle parking on the Property.

(j) "Property" means approximately two hundred twenty (220) acres described in the attached Exhibit A and depicted in Exhibit B located within City of Albuquerque, Bernalillo County, New Mexico, together with any and all improvements, rights, easements, privileges and appurtenances pertaining thereto including all right, title and interest of Seller in and to any streets, access ways, strips or gores of land, if any, lying adjacent to or adjoining the Property, and all rights, title and interests of Seller in and to, attributable or appurtenant to the Property, excepting (i) all impact fees, credits, tax refunds, ABCWUA reimbursements and any other credits and reimbursements of any kind associated with the Property, including, but not limited to, UECs; and (ii) all reversionary, water, mineral, oil, gas, and geothermal rights associated with the Property which Seller expressly reserves unto itself, while waiving rights to surface entry associated with (ii) thereon.

(k) "Stadium" means the currently funded football stadium and track stadium with related vehicle parking currently planned to be located adjacent to Atrisco Heritage High School located at 118th Street and Dennis Chavez Boulevard substantially the same as the proposed facility as defined in the County of Bernalillo Zoning, Building and Planning Department File No. CSU-20100013.

ARTICLE II
PURCHASE PRICE

2.01 Agreement to Purchase and Sell. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property for the consideration and subject to the terms, conditions and provision herein contained.

2.02 Purchase Price. The purchase price for the Property shall be payable by Buyer to Seller though the Escrow Agent as follows:

(a) The purchase price for the Property is estimated to be Seven Million Seven Hundred Thousand and No/100 Dollars ($7,700,000.00). The final

purchase price for the Property shall be a dollar amount equal to the total acreage of the Property multiplied by Thirty Five Thousand and No/100s Dollars ($35,000.00) per acre (the "Purchase Price"). The total acreage of the Property shall be determined by the Survey (defined below).

(b) The Purchase Price shall be paid in full by Buyer to Seller in cash on the Closing Date.

(c) Seller shall credit an amount equal to the Option Fee against the Purchase Price at Closing. If Buyer does not terminate this Agreement prior to the expiration of the Inspection Period and fails to close on the purchase of the Property, Seller shall be entitled to retain the Option Fee.

(d) The Earnest Money shall be credited against the Purchase Price at Closing.

ARTICLE III
TITLE BINDER, SURVEY, PLAT, REPORTS

3.01 Title Binder. Prior to the Effective Date, Seller caused Escrow Agent to deliver title commitment number 1519842-AL04 dated December 20, 2010; title commitment number 1519838-AL04 dated December 22, 2010; and title commitment number 1544000-AL04 dated January 7, 2011, to Buyer (collectively, the "Initial Title Binder"). Escrow Agent shall deliver to Buyer and Seller an updated title commitment together with true copies of all instruments referred to therein covering the Property described in the Survey (the "Updated Title Binder") within five (5) Business Days from the date that Seller delivers the Survey to Buyer and Escrow Agent. Buyer shall have fourteen (14) Business Days from the date the Updated Title Binder and Survey are delivered to Buyer (the "Title Review Period") to review and approve the Survey and Updated Title Binder as they relate to title to the Property. Any item shown as an exception on the Updated Title Binder and not objected to by Buyer within the Title Review Period shall be deemed approved by Buyer and shall become one of the "Permitted Exceptions." If Buyer disapproves any item relating to title to the Property set forth in the Updated Title Binder, Buyer shall so notify Seller and the Escrow Agent in writing of Buyer's title objection(s) (the "Buyer's Objection") before the expiration of the Title Review Period. In such case, Seller, in its sole discretion, may, within ten (10) Business Days of receiving Buyer's Objection, notify Buyer and the Escrow Agent in writing of Seller's intention(s) to correct or cure any such Buyer's Objection on or before the Closing Date (the "Seller's Notice"). If Buyer's Objection is timely delivered to Escrow Agent and Seller and Seller does not respond to Buyer's Objection, such inaction on the part of Seller shall constitute Seller's refusal to correct and cure any and all of Buyer's Objections. If Seller's Notice is delivered and such Buyer's Objection is not corrected or cured on or before the Closing Date, Buyer may, at any time, give Escrow Agent and Seller written notice of termination of this Agreement whereupon this Agreement shall immediately terminate, Escrow Agent shall promptly return the Earnest Money to Buyer, Seller shall pay the Option Fee to Buyer and the parties shall have no further obligations under this Agreement. If Buyer does not give notice of termination for Updated Title Binder and Survey reasons per the terms and conditions of this Section, this Agreement shall continue in full force and effect, Buyer's Objection shall become a "Permitted Exception" and Buyer and Seller shall proceed per

the terms and conditions of this Agreement. If Seller does not deliver Seller's Notice or if Buyer disapproves of any item set forth in the Updated Title Binder or the Survey for any reason whatsoever within the time frames outlined within this Section, then Buyer may give written notice to Escrow Agent and Seller terminating this Agreement whereupon this Agreement shall immediately terminate, Escrow Agent shall promptly return the Earnest Money to Buyer, Seller shall pay the Option Fee to Buyer and the parties shall have no further obligations under this Agreement. Except in the event of a Seller default, after the expiration of the Title Review Period Buyer may not terminate this Agreement for any reason associated with the Updated Title Binder or Survey. Buyer agrees to take title to the Property subject to all of the "Permitted Exceptions."

3.02 Survey; Legal Description. Seller shall obtain an American Land Title Association ("ALTA") survey of the Property (the "Survey"). Seller shall deliver the Survey to Buyer within ten (10) Business Days after the Effective Date of this Agreement. Buyer shall have ten (10) Business Days to either approve or disapprove of the Survey. If Buyer disapproves of the Survey, it shall give Escrow Agent and Seller written notice of its disapproval, setting forth the grounds for disapproval. If the parties cannot mutually agree upon the Survey within twenty (20) Business Days after Buyer's notification of disapproval of the Survey, then this Agreement shall automatically and immediately terminate, the Escrow Agent shall promptly return the Earnest Money to Buyer, Seller shall pay the Option Fee to Buyer and the parties shall have no further obligations under this Agreement. If Buyer fails to disapprove the Survey within said ten (10)-Business Day period, Buyer shall be deemed to have approved the Survey. The legal description and total acreage of the Property shall be as set forth on the Survey as approved by Seller and Buyer. Seller and Buyer shall each pay one-half of the cost of the Survey. The Survey shall serve as the basis for: a bulk land plat with a bulk land variance of the Property (the "Bulk Plat") and shall include without limitation:

(1) An accurate legal description of the Property;

(2) The actual dimensions of the Property;

(3) The gross and net square footage contained in the Property;

(4) The location on or with respect to the Property of all improvements, easements and of all right-of-way, public roads, private roads and streets; and

(5) The surveyor's registered number and seal and a certification that includes without limitation a representation that the Survey was made upon the ground; the description of the parcel and area contained therein is correct; the nature of the access to the parcel from dedicated roadways is as shown thereon; and except as otherwise shown thereon, there are no discrepancies, conflicts, shortages in area, encroachments, improvements, overlapping of improvements, other visible easements or roadways.

(6) The total acreage of the Property.

3.03 Bulk Plat.

(a) Seller shall be responsible for causing the preparation and submission to the appropriate Governmental Authorities of the Bulk Plat and the recording of the Bulk Plat in the real property records of Bernalillo County, New Mexico prior to the Closing Date. Seller and Buyer shall each pay one-half (1/2) of the costs associated with completing the Bulk Plat, including the costs of any archeology study that may be required in order to obtain Bulk Plat approval by the City. Buyer and Seller agree that the consultants, surveyors, engineers and other design and development professionals hired to prepare and process the Bulk Plat shall be one or more of the following: Bohannan-Huston, Inc.; Isaacson and Arfman, P.A.; Consensus Planning, Inc.; and/or the UNM Office of Contract Archeology (each an "Approved Consultant" and collectively, the "Approved Consultants"). Seller and Buyer shall both have the right to approve the contract and scope of services of each Approved Consultant. Buyer and Seller agree that the fastest platting process and procedure shall be utilized to complete the replatting of the Property. Seller and Buyer shall both have the right to review and approve the Bulk Plat prior to submission to the applicable Governmental Authorities and to review and approve any changes made to the Bulk Plat by the applicable Governmental Authorities. Except for the Mirehaven Crossing (defined below) and one-half of the cost of the Traffic Improvements (defined below), under no circumstance shall Seller be required to provide any surety, bond or pledge any assets to guarantee the completion of any improvements which may be required to obtain the Bulk Plat. Buyer shall provide such surety, bond or pledge of assets to guarantee the completion of any improvements to the Property required to obtain the Bulk Plat.

(b) As part of the process of obtaining the Bulk Plat the approximately 9.4+/- acre right-of-way owned by the City as the Tierra Pintada Street Right-Of-Way (the "Tierra Pintada Right-of-Way") must be vacated and the Tierra Pintada Right-of-Way transferred to Seller prior to the Closing and included in the Property conveyed at Closing. The costs associated with obtaining the vacation of the Tierra Pintada Right-of-Way shall be included in the costs to be paid by Seller and Buyer pursuant to this Section; provided, however, that Seller shall pay the purchase price to the City for the Tierra Pintada Right-of-Way or dedicate another right-of-way or park land in an amount of acreage not to exceed the acreage of the Tierra Pintada Right-of-Way as may be necessary to cause the City to vacate and convey the Tierra Pintada Right-of-Way to Seller. The terms and conditions of such acquisition shall be acceptable to Seller in Seller's discretion. If Seller is unable to obtain the vacation of the Tierra Pintada Right-of-Way, Seller shall provide written notice thereof to Buyer, this Agreement shall automatically terminate as of the date of such notice, the Escrow Agent shall promptly return the Earnest Money to Buyer, Seller shall pay the Option Fee to Buyer and the parties shall have no further obligations under this Agreement.

(c) During the process of obtaining the Bulk Plat Buyer and Seller shall work with AMAFCA and/or the City to determine what drainage easements on the Property must be granted on the Bulk Plat to AMAFCA and/or the City in order for Buyer to utilize the Property for the Project. If Buyer must purchase a portion of the Remaining Property for such easements, Buyer and Seller shall agree on the tract to be purchased (the "Drainage Tract"), the Bulk Plat shall be adjusted accordingly, and Seller shall sell the portion of the Remaining Property to Buyer on the terms and conditions and at the per acre price provided for in this Agreement; provided, that the provision and review of a title binder and survey of the Drainage Tract shall be

conducted pursuant to Sections 3.01 and 3.02 of this Agreement as a separate, parallel process, substituting the Drainage Tract for the Property for the purposes of such Sections, and the "Effective Date" for purposes of commencing such process shall be the date Seller and Buyer agree on the boundaries of the Drainage Tract to be purchased; provided, further, that if Seller and Buyer are unable to agree on such boundaries, then Seller shall provide written notice thereof to Buyer and this Agreement shall automatically terminate as of the date of such notice, Escrow Agent shall promptly return the Earnest Money to Buyer, Seller shall pay the Option Fee to Buyer and the parties shall have no further obligations under this Agreement.

3.04 Property Data. Prior to the Effective Date Seller delivered to Buyer various written information related to the Property (collectively, the "Property Data"). Buyer acknowledges and agrees that Seller disclaims and makes no representations or warranties relating to the Property Data, including, without limitation, the accuracy, completeness, quality or fitness for a particular purpose of the Property Data.

ARTICLE IV
BUYER'S DUE DILIGENCE & APPROVAL

4.01 Inspection and Investigation. Buyer and Buyer's agents and consultants shall have until the earlier of: (i) June 15, 2011; and (ii) the date the Bulk Plat is recorded in the real property records of Bernalillo County, New Mexico (the "Inspection Period") to review the Property Data and to inspect and investigate the Property for all purposes (including without limitation feasibility evaluations as to use and suitability of the Property, entitlements, soils, engineering, hazardous waste, geotechnical, wetlands, and drainage). Seller hereby grants to Buyer, and Buyer's agents, employees, contractors and consultants, following twenty-four (24) hours prior written or verbal notice to Seller and subject to Seller's reasonable direction and control, permission to enter upon the Property during the term of the Inspection Period for the purpose of conducting its due diligence, feasibility studies and physical examinations of the Property at Buyer's sole cost and expense; provided, however, that Buyer agrees to give Seller forty-eight (48) hours prior written or verbal notice of any invasive testing of the Property and agrees that Seller may have a representative on site at all times that any invasive testing of the Property is being conducted by Buyer. Buyer shall defend Seller and hold Seller and its affiliates and representatives harmless from any and all claims, lawsuits and damages arising from Buyer's, and its affiliates and representatives, actions or inactions associated with this Agreement. So long as Buyer is not in default under this Agreement, Buyer shall have the right to extend the June 15, 2011 date in clause (i) above to September 15, 2011, upon ten (10) Business Days prior written notice to Seller (the "First Extension Notice") and the deposit with the Escrow Agent at the same time the First Extension Notice is given of additional earnest money in the amount of Twenty Five Thousand Dollars ($25,000.00). In addition, so long as Buyer extended the end of the Inspection Period to September 15, 2011, and Buyer is not in default under this Agreement, Buyer shall have the right to extend the September 15, 2011 date in clause (i) above to December 15, 2011, upon ten (10) Business Days prior written notice to Seller (the "Second Extension Notice") and the deposit with the Escrow Agent at the same time the Second Extension Notice is given of additional earnest money in the amount of Twenty Five Thousand Dollars ($25,000.00). Any additional earnest money deposited with Escrow Agent in connection with the giving of the First Extension Notice and the Second Extension Notice is referred to in this Agreement as the "Additional Earnest Money".

4.02 Acquisition or Termination. Buyer shall have the absolute right, in Buyer's sole discretion, to terminate this Agreement prior to the expiration of the Inspection Period. If Buyer does not accept the Property by written notice of acceptance thereof to Escrow Agent and Seller prior to the expiration of the Inspection Period (the "Buyer's Approval"), Buyer shall be deemed to have disapproved of the Property, this Agreement shall automatically terminate, Escrow Agent shall promptly return the Earnest Money to Buyer, Seller shall pay the Option Fee to Buyer and the parties shall have no further obligations under this Agreement. If Buyer does deliver Buyer's Approval to Escrow Agent and Seller, except in the event of Seller default, the Earnest Money shall be non-refundable to Buyer and Seller shall retain the Option Fee.

4.03 "As-Is" Sale. Except for Seller's representations, warranties and obligations expressly set forth in this Agreement, Buyer acknowledges and agrees that in the event Buyer proceeds with its acquisition of the Property, Buyer is acquiring the Property in its "AS-IS" and "WHERE IS" condition and WITH ALL FAULTS, and without any representation or warranty by Seller, and that no patent or latent condition affecting the Property, in any way, whether or not known or discoverable or hereafter discovered, shall give rise to any right, claim or cause of action against Seller, including for damages, rescission or contribution under any state or federal law. Buyer further expressly acknowledges and agrees that, except as specifically set forth in this Agreement, neither Seller nor its affiliates, nor any person acting or purporting to act as agent or representative of Seller or its affiliates, has made any representation, warranty, promise or statement of any kind whatsoever, express or implied, to Buyer, or to any affiliate of Buyer, or upon which Buyer has relied or shall rely in any respect regarding this Agreement, the Property, the Property Data, the condition of the Property, or any matter whatsoever with respect thereto, including, but not limited to, the soils condition or subsoils condition of the Property or the presence or absence of any hazardous materials on or about the Property. Buyer also acknowledges that the Property and the land surrounding the Property are currently used for grazing cattle subject to an agricultural lease. From and after the Closing Date it shall be impractical for Seller to prevent cattle from grazing on the Property. Until the Property is fenced, Buyer agrees that cattle may continue to graze thereon. From the Closing Date forward, it shall be Buyer's responsibility, at Buyer's sole cost and expense, to prevent cattle from grazing on the Property, to keep the Property free of trash and debris and, if necessary, to fence the Property or the Project.

ARTICLE V
CONDITIONS TO CLOSING

5.01 Buyer's Conditions. Buyer's obligations under this Agreement shall be expressly subject to the following conditions which must be met before the expiration of the Inspection Period:

(a) Receipt of approval by the City, and recordation in the real property records of Bernalillo County, New Mexico, of the Bulk Plat which shall include the Tierra Pintada Right-of-Way as part of the Property.

(b) Approval of the acquisition of the Property pursuant to the terms of this Agreement by Buyer's Board of Education. This condition shall be completed by Buyer, at Buyer's sole cost, within thirty (30) days of the

Effective Date. If Buyer does not deliver to Seller written notice of such approval within thirty (30) days of the Effective Date, this Agreement shall automatically immediately terminate, Escrow Agent shall promptly return the Earnest Money to Buyer, Seller shall pay the Option Fee to Buyer and the parties shall have no further obligations under this Agreement.

(c) The SDA (as defined below), the Memorandum of SDA (defined below), the ROFR Memorandum (defined below) and the Stadium Escrow Agreement (defined below) are executed by both Buyer and Seller on the Closing Date.

(d) The City MOU (defined below) has been executed by the City and Buyer.

5.02 Seller's Conditions. Seller's obligations under this Agreement shall be expressly subject to the following conditions which must be met before the expiration of the Inspection Period:

(a) Receipt of approval by the City, and recordation in the real property records of Bernalillo County, New Mexico, of the Bulk Plat which shall include the Tierra Pintada Right-of-Way as part of the Property.

(b) The SDA (as defined below), the Memorandum of SDA (defined below), the ROFR Memorandum (defined below) and the Stadium Escrow Agreement (defined below) are executed by both Buyer and Seller on the Closing Date.

(c) The City MOU has been executed by the City and Buyer.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

6.01 Seller's Representations and Warranties. For the purpose of inducing Buyer to enter into this Agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, Seller represents and warrants to Buyer, as of the Effective Date and, except as otherwise set forth herein, as of the Closing Date, as follows:

(a) Seller is a Delaware limited liability company in good standing and has the authority to enter into this Agreement and perform Seller's obligations under this Agreement.

(b) The servicing member of Seller has been duly appointed and has the authority to execute this Agreement and close the transaction contemplated by this Agreement.

(c) Seller has and shall have the legal right and authority to convey the Property, subject to the Permitted Exceptions, to Buyer.

(d) All the documents executed by the Seller which are to be delivered to Buyer on the Closing Date shall be duly authorized, executed, and delivered by Seller, are and at the Closing shall be legal, valid and binding obligations of Seller, are and at the Closing shall be sufficient to convey title to the Property (if they purport to do so) and do not and at the Closing shall not violate any provisions of any agreement to which Seller is a party or to which Seller is subject.

(e) To the actual knowledge of the servicing member of Seller on the date this Agreement is signed by Seller, Seller does not have knowledge of any condemnation, zoning or other land-use regulation proceeding, either instituted, or planned to be instituted, which would detrimentally affect the use and operation of the Property for its intended purpose as the Project, nor has Seller received notice of any special assessment proceedings.

(f) As of the Effective Date, Seller has good and marketable title to the Property (other than the Tierra Pintada Right-of-Way) subject only to the Permitted Exceptions.

(g) All taxes and other assessments on the Property (other than the Tierra Pintada Right-of-Way) that were due and payable through the most recent real estate tax year are paid (or shall be paid at Closing).

6.02 Buyer's Representations and Warranties. For the purpose of inducing Seller to enter into this Agreement and to consummate the transactions contemplated hereby pursuant to the terms and conditions hereof, Buyer represents and warrants to Seller, as of the Effective Date and, except as otherwise set forth herein, as of the Closing Date, as follows:

(a) Buyer has the authority to enter into this Agreement and perform Buyer's obligations under this Agreement.

(b) All the documents executed by Buyer which are to be delivered to Seller the Closing Date shall be duly authorized, executed, and delivered by Buyer, are and at the Closing shall be legal, valid and binding obligations of Buyer, are and at the Closing shall be sufficient to convey title to the Property (if they purport to do so) and do not and at the Closing shall not violate any provisions of any agreement to which Buyer is a party or to which Buyer is subject.

ARTICLE VII
CLOSING

7.01 Closing. Provided that all of the terms and conditions of this Agreement have been either fulfilled or waived, Closing on the Property shall occur on or before the Closing Date. On the Closing Date, Seller shall deliver possession of the Property to Buyer subject only to the Permitted Exceptions and in substantially the same condition as of the Effective Date,

subject to normal wear and tear, except for conditions created by or resulting from Buyer's inspections, tests, evaluations, or restoration of the Property and this Agreement.

7.02 Seller's Obligations at the Closing. Seller shall deliver or cause to be delivered to Escrow Agent the following:

(a) A Special Warranty Deed (the "Deed") conveying title to the Property, subject to the Permitted Exceptions, to Buyer.

(b) The SDA.

(c) The Memorandum of SDA.

(d) The ROFR Memorandum.

(e) The Stadium Escrow Agreement.

(f) A standard coverage ALTA owner's policy of title insurance issued in accordance with the Updated Title Binder in the amount of the Purchase Price insuring marketable fee simple title to the Property, subject only to the Permitted Exceptions (the "Title Policy").

(g) Any and all other instruments reasonably required to evidence, convey to, and vest in Buyer title to the Property subject to the Permitted Exceptions and to consummate the transaction contemplated hereunder.

7.03 Buyer's Obligations at the Closing. Buyer shall deliver or cause to be delivered to Escrow Agent following:

(a) The SDA.

(b) The Memorandum of SDA.

(c) The ROFR Memorandum.

(d) The Stadium Escrow Agreement.

(e) The Purchase Price in cash, less any credits detailed in this Agreement, including, but not limited to the Earnest Money and the Option Fee, plus or minus prorations and expenses as provided in this Agreement.

(f) Any and all other instruments reasonably required to consummate the transaction contemplated hereunder.

7.04 Closing Costs and Prorations. Costs of Closing the transaction contemplated hereby shall be allocated between Seller and Buyer as of the Closing as follows:

(a) Seller shall pay:

(1) its pro rata share of current year ad valorem taxes;

(2) the premium for the Title Binder, the Updated Title Binder and the Title Policy;

(3) one half of any escrow fees or similar charges of the Escrow Agent;

(4) in the event Seller elects to correct and/or cure title objections the cost of recording any title curative or similar documents;

(5) if not previously paid, one-half (1/2) of the cost of the Survey, one-half (1/2) of the cost of the Bulk Plat and Seller's share of the other costs to be paid pursuant to Section 3.03 of this Agreement;

(6) one-half (1/2) of the cost of recording the Memorandum of SDA and the ROFR Memorandum; and

(7) Seller's pro rata share of the current year cost of any special assessments, pro-rata or other related charges assessed to the Property.

(b) Buyer shall pay:

(1) its pro rata share of current ad valorem taxes;

(2) one-half of any escrow fees or similar charges of the Escrow Agent;

(3) the cost of extended coverage under the Title Policy and of any endorsements to Title Policy requested by Buyer;

(4) Buyer's pro rata share of the current year cost of any special assessments, pro-rata or other related charges assessed to the Property;

(5) if not previously paid, one-half (1/2) of the cost of the Survey, one-half (1/2) of the cost of the Bulk Plat and Buyer's share of the other costs to be paid pursuant to Section 3.03 of this Agreement; and

(6) the cost of recording the Deed and one-half (1/2) of the cost of recording the Memorandum of SDA and the ROFR Memorandum.

(c) All other expenses incurred by Seller or Buyer with respect to the Closing, including, but not limited to, attorney's fees of Seller and Buyer, shall be borne and paid exclusively by the party incurring the same, without

reimbursement, except to the extent otherwise specifically provided herein.

ARTICLE VIII
POST CLOSING COVENANTS

8.01 Off Site Development; Entitlements. Buyer and Seller acknowledge that in order for Buyer to utilize the Property for the Project it shall be necessary to make certain off-site infrastructure improvements which shall include, but not be limited to, the construction of regional drainage, sewer, water, street and dry utility improvements (collectively, the "Off-Site Improvements") on, through and adjacent to the Property and other property owned by Seller surrounding the Property (the "Remaining Property"). In connection with identifying likely required Off-Site Improvements, Seller and Buyer obtained an Infrastructure Report for Proposed APS Facilities within Westland Lands – Lower Petroglyphs Area dated January 20, 2011, from Bohannan-Huston, Inc. (the "BHI Report"). Buyer and Seller further acknowledge that in addition to the Off-Site Improvements, in order for Buyer to utilize the Property for the Project it may be necessary for Buyer to follow or Buyer may agree to follow one or more subdivision approval procedures established by the City: (a) for the construction of infrastructure; (b) the dedication of rights of way and easements; (c) to obtain approval of grading and drainage plans; (d) to obtain approval of access and traffic studies; (e) to change the zoning of the Property; (f) the location and construction of roads and traffic signals; and (g) to address other development related matters (collectively, the "Entitlements"). Seller shall reasonably cooperate with Buyer with regard to obtaining the Entitlements, including, but not limited to, by executing such documents as are necessary to obtain the Entitlements. The understandings of Buyer and the City with regard to the Entitlement Matters shall be documented in a memorandum of understanding between the City and Buyer (the "City MOU"). Seller shall be entitled to participate in the meetings with the City regarding the City MOU and to approve the form and substance of the City MOU. As part of the City MOU negotiations, Seller and Buyer shall attempt to have the City agree to include in the City MOU a median landscaping plan that will be less expensive to install and maintain than the median landscaping plan that is currently included in the Westland Master Plan. On the Closing Date Buyer and Seller shall execute a Site Development Agreement ("SDA") in form and substance mutually agreed to by Buyer and Seller which is consistent with the provisions of this Section 8.01 and shall execute and record a memorandum giving record notice of the existence of the SDA (the "Memorandum of SDA"). If Seller and Buyer have not mutually agreed to the form of the SDA by the Closing Date, the Agreement shall automatically terminate, the Escrow Agent shall promptly return the Earnest Money to Buyer, Seller shall pay the Option Fee to Buyer and the parties shall have no further obligations under this Agreement. Seller shall provide the initial draft of the SDA to Buyer within thirty (30) Business Days of the Effective Date. Among other things, the SDA shall:

(a) Provide that Buyer and Seller shall each pay one-half (1/2) of the required design, study, platting, survey and other costs (including updating the Westland Master Plan to reflect the inclusion of the Project in the Westland Master Plan Area and the change to median landscaping that is less expensive to install and maintain than is currently required by the Westland Master Plan) related to the Off-Site Improvements and the Entitlements, including, but not limited to, traffic and drainage studies (collectively, the "Entitlement Costs");

(b) Except as otherwise provided in this Section 8.01, provide that Buyer shall be solely responsible for paying all of the permit and construction costs of the Off-Site Improvements related to the Property and the Project in accordance with the phasing plan shown in the BHI Report;

(c) Establish a detailed list of and the cost of the Off-Site Improvements to be constructed and installed by Buyer;

(d) Provide that Buyer and Seller shall each pay one-half (1/2) of the costs of installing traffic signals at the Ladera and 98th street (aka Arroyo Vista) intersection and at the Arroyo Vista and Tierra Pintada intersection (the "Traffic Improvements")

(e) If required by the City, Seller shall pay the costs of the construction of the connection over the Mirehaven Arroyo (the "Mirehaven Crossing") and shall install the Mirehaven Crossing concurrently with the Phase 1a Off-Site Improvements as described in the BHI Report;

(f) Provide that each of Buyer and Seller shall deposit one-half (1/2) of the Entitlement Costs and each of Buyer's and Seller's share of construction costs for Off-Site Improvements into an escrow account to be administered by the Escrow Agent (the "Off-Site Improvements Escrow") and the timing of such deposits;

(g) Address the timing of Buyer's and Seller's completion of the Off-Site Improvements for the Project generally following the dates set forth in the phasing plan in the BHI Report and the requirements of the City in the City MOU (the "Completion Dates");

(h) Provide that if any Off-Site Improvements are not completed by the responsible party by their respective Completion Dates, the other party (Seller or Buyer, as applicable) may use the funds in the Off-Site Improvements Escrow to complete such Off-Site Improvements;

(i) Address issues such as temporary construction easements, insurance, indemnity, construction management and other customary provisions;

(j) Require Buyer to post all surety obligations for the Off-Site Improvements and Bulk Plat;

(k) Give Seller the right to review and approve (i) Buyer's site plans and elevations for the Project, (ii) the list of infrastructure defining the Off-Site Improvements, and (iii) any plans for light, sound and traffic control;

(l) Require the construction of the Off-Site Improvements to be completed and accepted by the City within one (1) year of beginning the construction of the Off-Site Improvements; and

(m) Require granting to AMAFCA and/or the City of the necessary drainage easement right-of-way on the Property necessary for the upstream drainage detention facility that shall be constructed to reduce the cost of downstream drainage facilities on and adjacent to the Property on the west side of 98th Street and north of I-40 and to pay for the installation and construction of such improvements.

(n) Only Approved Consultants shall be used to prepare design, study, platting, survey and other materials and information costs (including updating the Westland Master Plan to reflect the inclusion of the Project in the Westland Master Plan Area) related to the Off-Site Improvements, the Entitlements and the Bulk Plat; and

(o) Provide that: (i) Buyer shall pay all of the cost of the construction and installation of the median landscaping on Arroyo Vista from the Ladera/Arroyo Vista intersection to the Tierra Pintada/Arroyo Vista intersection; (ii) Buyer shall pay all of the cost of the construction and installation of the median landscaping on Tierra Pintada from Arroyo Vista/Tierra Pintada intersection north to the Phase 2 (as shown in the BHI Report) north boundary; and (iii) Seller shall pay all of the cost of the construction and installation of the median landscaping on Arroyo Vista west of the Arroyo Vista/Tierra Pintada intersection, when the property on north side develops and full width section is built.

Under no circumstance shall the Off-Site Improvements completed be less than the greater of (i) those infrastructure improvements detailed in the BHI Report; and (ii) the infrastructure required by the standards and specifications required by the Governmental Authorities with authority over the Property. Except for the above specified shares of the costs of the Traffic Improvements and Mirehaven Crossing, under no circumstance shall the SDA require, or be construed to require, that: (i) Seller provide any surety, bond or pledge any assets to guarantee the cost of Off-Site Improvements and/or in connection with the platting of the Property or Remaining Property; or (ii) that Seller permanently burden any portion of the Remaining Property to accommodate the completion of Off-Site Improvements or easements for the Project.

Buyer, Seller and Escrow Agent have an existing escrow account set up which has been utilized by the Parties to pay for preliminary engineering and related property studies. Within fifteen (15) Business Days after the Effective Date, Buyer and Seller shall work with Escrow Agent to enter into a Second Amendment To Escrow Agreement which will provide, among other things, that Seller and Buyer shall deposit funds for the initial design, study, platting, survey and other related costs provided by this Agreement into the existing account.

8.02 Stadium Construction. On the Closing Date, Buyer, Seller and Escrow Agent shall execute an escrow agreement (the "Stadium Escrow Agreement") in form and substance mutually agreeable to the parties and consistent with the provisions of this Section 8.02. Two hundred thousand dollars ($200,000) (the "Stadium Payment") of the Purchase Price shall be deposited with Escrow Agent to be held and paid as provided in the Stadium Escrow Agreement. The Stadium Escrow Agreement shall provide: (a) within thirty (30) days of Buyer delivering written notice to Seller of completion of the Stadium, together with a copy of the permanent certificate of occupancy for the Stadium (the "Stadium CO") issued by the City, Escrow Agent

shall release the Stadium Payment to Buyer; and (b) if the Stadium CO is not issued within three (3) years of the Closing Date, the Stadium Payment shall be released to Seller regardless of when the Stadium is constructed by Buyer.

ARTICLE IX
DEFAULT

9.01 Buyer's Default; Seller's Remedies; Liquidated Damages. If Buyer is obligated to purchase the Property in accordance with the terms and conditions of this Agreement and fails to do so as provided herein within fifteen (15) Business Days after the giving of notice of the default by Seller to Buyer, Buyer shall be deemed to be in default hereunder, and Seller shall be entitled to terminate this Agreement and receive the Earnest Money and retain the Option Fee as liquidated damages as Seller's only remedy. The parties agree that the Earnest Money and Option Fee represent the parties' best estimate of the damages to be suffered by Seller in the event of Buyer's breach, it being impossible for the parties to determine Seller's actual damage in the event of such breach. If so terminated, this Agreement shall be null and void and all obligations hereunder imposed upon either party shall cease and terminate.

9.02 Seller's Default; Buyer's Remedies. If Seller shall fail to meet, comply with or perform any covenant, agreement or obligation required of Seller as provided herein within fifteen (15) Business Days after the giving of notice of the default by Buyer to Seller, Seller shall be deemed to be in default hereunder, and Buyer may pursue:

(a) Specific performance of this Agreement; or

(b) Termination of this Agreement by written notice delivered to Seller, upon which delivery Buyer shall be entitled receive to the Earnest Money from Escrow Agent and the Option Fee from Seller.

ARTICLE X
REAL ESTATE COMMISSION

10.01 Buyer and Seller represent and warrant that neither Buyer nor Seller has contacted or entered into any agreement with any real estate broker, agent, finder or any other party in connection with this transaction, and that they have not taken any action which would result in any real estate broker's, finder's or other fees or commissions being due or payable. If any claim for brokerage commissions is made by anyone the party through whom such claim is made shall be responsible for the claim, for defending the claim, and for all costs incurred by either party in connection with the claim.

ARTICLE XI
GENERAL

11.01 Additional Acts. In addition to the acts and deeds recited herein and contemplated hereunder to be performed, executed and/or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or thereafter, any and all such further acts, deeds and assurances

as Buyer or Seller, as the case may be, may reasonably require to evidence and vest in Buyer the ownership of and title to the Property and consummate the transactions contemplated hereunder.

11.02 Applicable Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of New Mexico without reference to its choice-of-law provisions.

11.03 Attorney's Fees. In the event that either party shall employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interests in any manner arising under this Agreement or to recover damages for the breach of any portion of this Agreement, the non prevailing party in any action pursued agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

11.04 Entire Agreement; Modifications. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Property, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument.

11.05 Headings. The headings contained in this Agreement are for references and convenience purposes only and shall not in any way affect the meaning or interpretation hereof.

11.06 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement.

11.07 Notice. Except as otherwise provided herein, any notice, demand, approval or disapproval permitted or required hereunder (collectively, any "Notice") shall be in writing, and any such Notice shall be hand delivered, sent by facsimile or sent to the Seller or Buyer by registered or certified mail, if desired, return receipt requested, postage prepaid, as follows:

To Buyer:	Albuquerque Public Schools P.O. Box 25704 Albuquerque, New Mexico 87125-0704 Attention: Winston Brooks, Superintendent Fax (505) 830-3933
With copies to:	Martin W. Eckert Real Estate Department 915 Locust St. S.E. Room 8 Albuquerque, New Mexico 87106 Fax (505) 768-1583

Ruth M. Schifani, Esq.
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 4th St., N.W.
P.O. Box 2168
Albuquerque, New Mexico 87103-2168
Fax (505) 848-1891

To Seller:

Western Albuquerque Land Holdings, LLC
c/o Barclays Capital Real Estate Inc.
200 Park Avenue
Attn: Mark Wuest
New York, NY 10166
Fax (212) 520-0315

With a copy to:

K&L Gates
Richard S. Miller and Robert Honeywell
599 Lexington Avenue
New York, NY 10022-6030
Fax (212) 536-3901

With a copy to:

Garrett Development Corporation
Jeff Garrett
3131 E Camelback Road, Suite 200
Phoenix, Arizona 85016
Fax (602) 522-3945

To Escrow Agent:

First American Title Insurance Company
7517 Montgomery Blvd. NE
Albuquerque, New Mexico 87109
Attention: Michelle Gallegos, Sr. Escrow Officer
Fax (866) 578-0452

Notice may be delivered by messenger at the above address or, if the address is a post office box, the last known address of the addressee. In the event such Notice is given or delivered by messenger delivery or by facsimile, the date of actual delivery shall fix the time thereof. In the event Notice is mailed as provided herein, Notice shall be deemed given either 3 days after the date on which the envelope containing the Notice is deposited in the United States mail, properly addressed and with sufficient postage prepaid or upon receipt, whichever is earlier.

11.08 Parties Bound. The terms and provisions of this Agreement shall be binding upon, inure to, extend to and be for the benefit of the heirs, successors, assigns, and legal representatives of the respective parties hereto.

11.09 Survival. All of the warranties, representations, covenants, agreements and other terms and provisions hereof shall survive the Closing and shall remain in full force and effect thereafter.

11.10 Assignability. Neither party may assign or transfer any of its rights, interests or obligations under this Agreement to any third party without the prior written consent of the other party.

11.11 Severability. If any provision of this Agreement shall, for any reason, be held to be in violation of any applicable law, and so much of this Agreement is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect

11.12 Future Obligations. This Agreement is subject to the provisions of NMSA 1978, §6-6-11 and all financial obligations of Buyer that arise after or extend beyond the current fiscal year in which this Agreement is executed shall be subject to the availability of funds to the extent set forth in such statute; provided, that the parties understand and agree that any such financial obligations that arise after or extend beyond such current fiscal year, including without limitation pursuant to the SDA, are and shall be deemed to arise and accrue during the fiscal year in which such obligations are due and payable pursuant to the Agreement (as amended) and/or the SDA, and are not and shall not be deemed to arise or accrue during the fiscal year in which the Agreement, any amendments thereto or the SDA was executed; provided further, that the parties further understand and agree that the above-referenced statute does not and shall not be construed to limit or affect any right of Seller to retain the Option Fee, the Earnest Money and/or other amounts previously paid to Westland Inc. and/or Westland DevCo to the extent provided or permitted pursuant to this Agreement and the Amended Option Agreement, including without limitation pursuant to Section 9.01 hereof.

11.13 Time of the Essence. Time is of the essence of this Agreement.

11.14 Option Earnest Money. Within one (1) Business Day of the Effective Date, Escrow Agent is instructed to: (a) record the Termination of Option (defined in the Amended Option Agreement) in the real property records of Bernalillo County, New Mexico; and (b) transfer the earnest money deposited by Buyer pursuant to the Amended Option Agreement and all interest earned thereon (the "Option Earnest Money") to a new account established under this Agreement. On the Effective Date, the Amended Option Agreement shall be deemed terminated and become null and void and neither Buyer nor Seller shall have any further obligations under the Amended Option Agreement. The transferred Option Earnest Money shall be the Earnest Money under this Agreement. The Option Fee shall be retained by Seller or paid by Seller to Buyer as provided in this Agreement. Seller and Buyer authorize and instruct Escrow Agent to take the actions and make the transfers described in this Section.

11.15 Asset Manager Obligations; Limits of Liability. Nothing contained herein shall be deemed to impose any liability or obligation on Garrett Development Corporation ("GDC"), or its affiliates, managers, members or officers thereof. Any claim by Buyer against Seller shall be satisfied solely against Seller. GDC and its affiliates are licensed real estate brokers in Arizona and/or New Mexico. Nothing contained herein shall be deemed to impose any personal liability or obligation the managers, members, employees or officers of Seller or Buyer.

11.16 Timing. Buyer agrees to pursue construction of the Stadium as is provided in this Agreement. The Buyer intends to begin construction of the other school and recreational

facilities, including the related public infrastructure that will be required to serve those future school and recreational facilities, in a timely manner, subject to approval of future APS bond elections.

11.17 Right of First Refusal. Seller shall have a right of first refusal to repurchase all or part of the Property if Buyer intends to sell or trade all or part of the Property to a third party (the "ROFR"). If Buyer intends to enter into an agreement to sell or trade all or part of the Property, prior to any such sale or trade Buyer shall provide Seller with written notice of such sale or trade (a "Sale or Trade Notice"). The Sale or Trade Notice shall describe the proposed sale or trade with reasonable specificity. Seller shall have twenty (20) Business Days from the day Seller receives the Sale or Trade Notice to inform Buyer whether or not Seller intends to exercise Seller's right of first refusal and purchase the part of the Property identified in the Sale or Trade Notice. If Seller shall fail to notify Buyer within twenty (20) Business Days, Seller shall be deemed to have waived its ROFR and Buyer may proceed with the proposed sale or trade in accordance with the Sale or Trade Notice. Subject to approval by the State of New Mexico Board of Finance, Seller's purchase price for the part of the Property identified in the Sale or Trade Notice will be the lesser of (a) the appraised value; (b) Thirty Five Thousand Dollars ($35,000.00) per acre if the Off-Site Improvements have not been completed when the Sale or Trade Notice is given; and (c) Seventy Thousand Dollars ($70,000.00) per acre if the Off-Site Improvements have been completed when the Sale or Trade Notice is given. The ROFR shall expire ten (10) years after the recording of the Deed. At Closing, Seller and Buyer shall execute a memorandum giving record notice of the ROFR (the "ROFR Memorandum").

[*Rest of Page Intentionally Left Blank, Signature Page to Follow*]

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement in multiple originals:

Buyer: ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO A/K/A ALBUQUERQUE PUBLIC SCHOOLS

By:_____ Date: February 25, 2011
Winston Brooks, Superintendent

Seller: WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By_____ Date:_____
Name: _____
Title: _____

ACCEPTANCE

Receipt of a fully executed copy of this Agreement is hereby acknowledged, and the undersigned agrees to act as Escrow Agent and in so acting to accept, hold and return and otherwise disburse any funds received by the Escrow Agent under this Agreement in accordance with the terms and conditions hereof.

The Effective Date of the Agreement is _____, 20___.

Escrow Agent: FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____
Michelle Gallegos, Senior Escrow Officer

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement in multiple originals:

Buyer: ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO A/K/A ALBUQUERQUE PUBLIC SCHOOLS

By:_____ Date:_____
Winston Brooks, Superintendent

Seller: WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By_____ Date:_____
Name: MARK WEST
Title: AUTHORIZED SIGNATORY

ACCEPTANCE

Receipt of a fully executed copy of this Agreement is hereby acknowledged, and the undersigned agrees to act as Escrow Agent and in so acting to accept, hold and return and otherwise disburse any funds received by the Escrow Agent under this Agreement in accordance with the terms and conditions hereof.

The Effective Date of the Agreement is _____, 20___.

Escrow Agent: FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____
Michelle Gallegos, Senior Escrow Officer

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement in multiple originals:

Buyer: ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO A/K/A ALBUQUERQUE PUBLIC SCHOOLS

By:_____ Date:_____
Winston Brooks, Superintendent

Seller: WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By_____ Date:_____
Name: _____
Title: _____

ACCEPTANCE

Receipt of a fully executed copy of this Agreement is hereby acknowledged, and the undersigned agrees to act as Escrow Agent and in so acting to accept, hold and return and otherwise disburse any funds received by the Escrow Agent under this Agreement in accordance with the terms and conditions hereof.

The Effective Date of the Agreement is March 1, 20 11.

Escrow Agent: FIRST AMERICAN TITLE INSURANCE COMPANY

By: Michelle Gallegos
Michelle Gallegos, Senior Escrow Officer

EXHIBIT A
(Legal Description of Property)

Parcel 1
±110 Acre Recreational Complex Site - Portion of Tracts C and D, Westland North Subdivision, as filed in the Office of the County Clerk of Bernalillo County, New Mexico on filed December 27, 2000, Document #2000127146, in Plat Book 2000C, Page 316. This shall include a vacation of portion of the Tierra Pintada Right-of-Way and the parcel is generally depicted on Exhibit "B" hereto.

Parcel 2
±110 Acre High School & Middle School/Elementary School (K-8) Site - Portion of Tract N, Watershed Subdivision, as filed in the Office of the County Clerk of Bernalillo County, New Mexico on filed June 9, 2005, Document #2005082503, in Plat Book 2005C, Page 198. The parcel is generally depicted on Exhibit B hereto.

NOTE: After completion and approval of the Survey and the recording of the Bulk Plat this Exhibit A will be amended to reflect the new legal description.

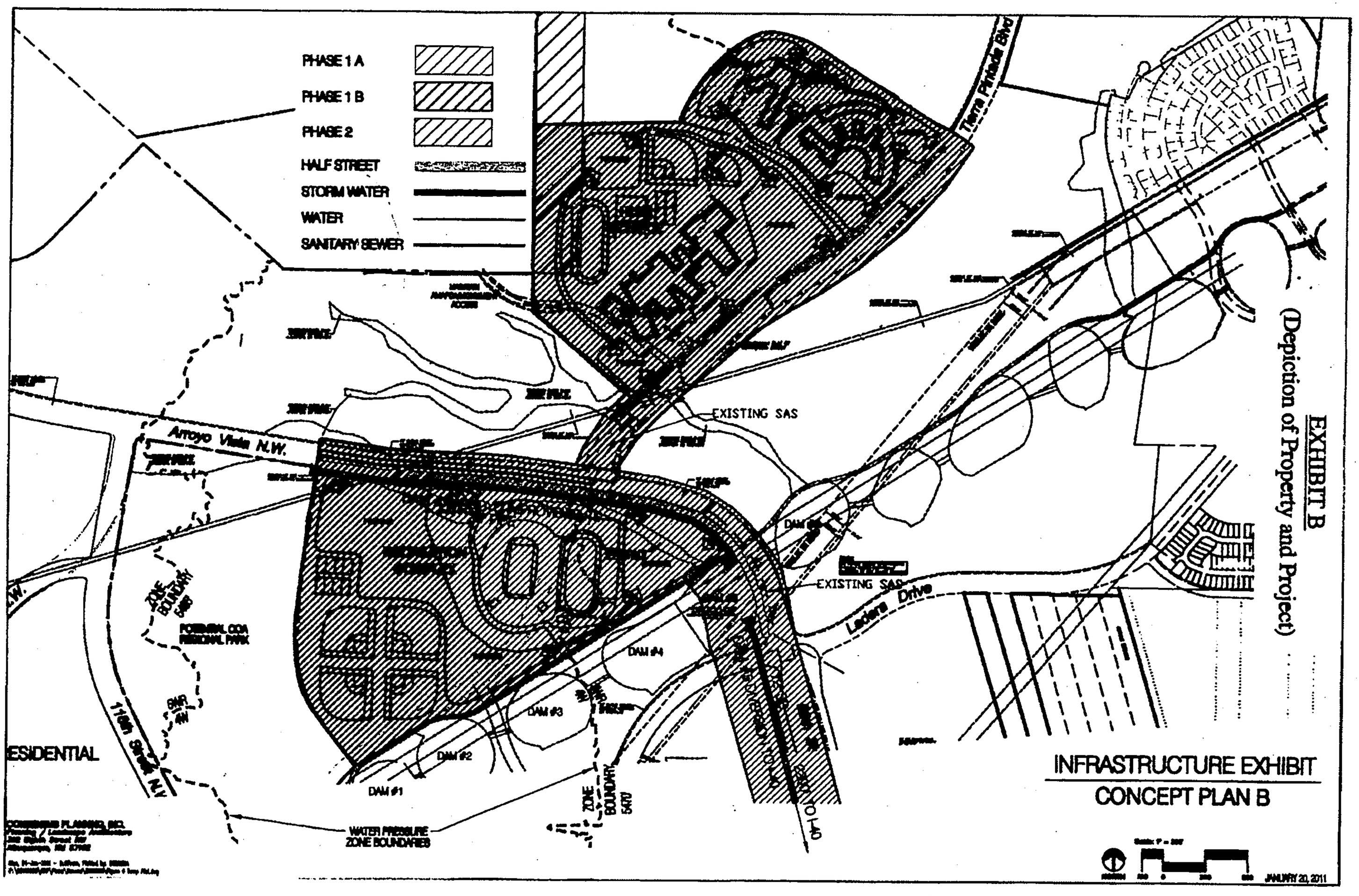


EXHIBIT B
(Depiction of Property and Project)

MEMORANDUM OF UNDERSTANDING
PERTAINING TO THE APPROXIMATELY 110 ACRE APS EDUCATIONAL SITE

This Memorandum of Understanding ("MOU") pertaining to the approximately 110 Acre High School and Middle School / Elementary School Site ("Educational Site"), is entered into by and between the City of Albuquerque, a New Mexico municipal corporation ("City"), and the Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a political subdivision in the State of New Mexico, a/k/a Albuquerque Public Schools ("APS"), (City and APS are herein each a "Party" and are collectively, the "Parties").

RECITALS

WHEREAS, on March 1, 2011, APS as contract purchaser entered into a purchase agreement with Western Albuquerque Land Holdings LLC ("Western") to purchase the APS Educational Site and an approximately 110 Acre Recreational Complex Site ("Recreational Site") located within the City limits and more generally shown on Exhibit "A" attached hereto; and

WHEREAS, the Educational Site will be developed by APS as a High School and Middle School / Elementary School facilities; and

WHEREAS, APS plans to develop and construct the Educational Site in a phased manner over time. It is anticipated that the construction of a Middle School / Elementary School, parking and other related infrastructure will be phase one of the development ("Phase 1"); and

WHEREAS, APS plans to develop a Recreational Complex on the Recreational Site; and

WHEREAS, the Westland North Plat was recorded in the office of the County Clerk of Bernalillo County, New Mexico on December 27, 2000 in Book 2000C, page 316 (the "Westland North Plat"); and

WHEREAS, the properties shown on the Westland North Plat as Parcel C ("Parcel C") and Parcel D ("Parcel D") can accommodate the Recreational Site and the Educational Site; and

WHEREAS, APS is not generally subject to land use, zoning, subdivision and construction regulations, ordinances and procedures of local jurisdictions such as the City ("Local Development Approvals"); and

WHEREAS, APS could acquire Parcel C and Parcel D and develop the Recreational Site and the Educational Site on Parcel C and Parcel D without obtaining

Local Development Approvals, but recognizes that cooperation with the City will allow the Recreational Site and the Educational Site to be accessed from the City Streets; and

WHEREAS, the City plans to acquire and develop a 81 acre regional west side park on the west side of Albuquerque ("Westside Park" or "City Site") and prefers that the Westside Park be located adjacent to the Recreational Site; and

WHEREAS, the entire community will benefit from the development of the Recreational Site, Educational Site and Westside Park as depicted on the attached Exhibit "A"; and

WHEREAS, the Watershed Subdivision Plat was recorded in the office of the County Clerk of Bernalillo County, New Mexico on June 9, 2005, in Book 2005C, page 198 (the "Watershed Plat"); and

WHEREAS, to accommodate APS' desire to construct the Recreational Site and the City's desire for the Westside Park to be located adjacent to the Recreational Site: (i) the Educational Site will need to be relocated to the southerly portion of the property shown on the Watershed Plat as Tract N ("Tract N"); (ii) Tract N must be replatted; and (iii) Parcel C and Parcel D must be re-platted and the Tierra Pintada right-of-way and an 86 foot temporary floating access easement across Parcel C and Parcel D shown on the Westland North Plat must be vacated; and

WHEREAS, APS wishes to make available to the Recreational Site certain infrastructure and services so that APS can commence development and construction of Phase 1 in the year 2011; and

WHEREAS, the City Site will benefit from the proposed phased infrastructure improvements to the Recreational Site and the Educational Site; and

WHEREAS, the Parties wish to expedite the platting and development of the City Site and the Recreational Site and the Educational Site; and

WHEREAS, the purpose of this MOU is for the Parties to define and contractually agree on the development process and procedures associated with the site planning, platting, vacation of easements, engineering, architecture and planning design for the Educational Site as well as the guaranty, permitting, construction and installation of the infrastructure necessary to access and service the Educational Site; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals are hereby restated and incorporated herein as part of this MOU.

2. Except as provided for herein no change in zoning or other land use approval is necessary for the subdivision, platting and development of the Educational Site.

3. APS shall cause Western as owner and contract seller of the Educational Site to submit to the City the plat for the Educational Site. The proposed plat for the Educational Site is attached to this MOU as Exhibit "B" ("Tract N Plat"). The Tract N Plat will be processed by the City as a Bulk Land Subdivision Plat, with a bulk land variance covering all of the proposed tracts. In the event the Bulk Land Subdivision Plat is approved, no site plans, archaeological mitigation or infrastructure lists shall be required to complete or record the Tract N Plat. All other City regulations, processes and procedures for the approval of the Bulk Land Subdivision Plat shall be required. On or before five (5) days from the Effective Date (as defined below), APS will cause Western to submit the Tract N Plat to the City for hearing. The Tract N Plat will be reviewed and a decision by the City either approving or disapproving the Tract N Plat will be made at a publicly noticed hearing.

4. Prior to starting, or concurrent with the construction of the Educational Site APS, shall construct the following infrastructure ("APS Infrastructure"):

   a. Arroyo Vista Blvd, from Tierra Pintada Blvd to west property line of Educational Site: Roadway infrastructure: 2 northern (WB) lanes w/standard curb and gutter, median curb, 8' shoulder (44 ft f-f), 10 ft wide asphalt bike/pedestrian path (in lieu of sidewalk).

   b. Arroyo Vista Blvd, from Tierra Pintada Blvd to West Property line, Storm Drainage infrastructure: 18"-36" storm drain lines w/inlets.

   c. Tierra Pintada Blvd, from Arroyo Vista to north property line of Educational Site, Roadway infrastructure: 2-12' western (SB) lanes w/standard curb and gutter, 6' bike lane, 6' sidewalk, (30 ft f-f), median curb.

   d. Tierra Pintada Blvd, from Arroyo Vista to north property line of Educational Site, Storm Drainage infrastructure: 18"-36"storm drain w/inlets.

- Roadway cross-sections will comply with the applicable portion of the Westland Sector Plan (no transit lanes at this time).
- Water and sewer infrastructure requirements will be coordinated separately with ABCWUA.
- Final storm drainage requirements will be per approved site/roadway drainage report.

5. Prior to starting construction on the Educational Site, APS and the City will execute a Procedure A Public Improvements Agreement ("Procedure A") in similar form to past Procedure A's executed by APS and the City. A list of the APS Infrastructure associated with the Educational Site shall be included and attached to the Procedure A. Notwithstanding anything to the contrary, under no circumstances will APS be required to post a financial guaranty in connection with the Procedure A or the installation of the APS Infrastructure. The Procedure A will not be required to record the Tract N Plat.

6. APS agrees to comply with all City procedures and requirements, including archaeological mitigation (if needed) to obtain: (a) City issued building permits prior to construction of each phase of construction of the Educational Site; and (b) City issued certificates of occupancy at the end of each phase of construction of the Educational Site. APS will provide to the City supporting plans, reports and documents required to ensure the safe development, construction and operation of the Educational Site.

7. The City will expedite all City reviews and approvals, as well as any appeals of such reviews and approvals, of all platting and permitting procedures associated with the Educational Site and the City Site.

8. A drainage plan and report for the Educational Site will be submitted to the City for review and approval prior to the building permit approval for the Educational Site

9. Prior to approval of the building permit for the Educational Site, APS will submit to the City a trip generation comparison study ("Comparison Study") between the existing and proposed land uses and an access study ("Access Study") analyzing the impacts of the Educational Site on area street network. If further analysis is required, a scoping session will be held and a traffic impact study ("TIS") will be provided. The Comparison Study, Access Study and TIS will be subject to the review and approval of the City Engineer, which approval shall not be unreasonably withheld. Any City infrastructure identified in the TIS or Access Study shall be a condition of a Certificate of Occupancy for the Educational Site.

10. The City agrees to consider an application to vacate certain utility and floodplain (drainage) easements across Tract N as part of the Tract N Plat action.

11. This MOU shall expire one (1) year after the later of: (a) the City engineer's acceptance of the APS Infrastructure to be dedicated to the City; or (b) the City's completion of the City infrastructure associated with the City Site. Notwithstanding anything herein to the contrary, in the event the Tract N Plat is not approved, either Party may terminate this MOU and the Parties shall have no further rights, responsibilities or liabilities under this MOU. In the event APS or the City chooses to terminate this MOU pursuant to this Paragraph 11, APS shall cause the Tract N Plat to be withdrawn as a condition to termination of the MOU.

12. Nothing in this MOU shall be construed (i) to waive any rights, claims or defenses asserted heretofore or hereafter by any of the Parties or (ii) to require APS to install infrastructure improvements to standards and conditions more restrictive or intensive than the City's current standards and conditions or (iii) to require APS to complete platting and/or entitlement processes or procedures that are more restrictive or intensive than the City's current platting and entitlement process and procedures.

13. All notices and other communications under this MOU shall be in writing and shall be deemed duly given: (a) when delivered personally or by prepaid overnight courier, with a record of receipt, (b) the third day after mailing, if mailed by certified mail, return receipt requested, (c) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (d) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses, telecopy number, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provisions):

If to the City:
Robert J. Perry
Chief Administrative Officer
City of Albuquerque
City / County Bldg. – 11th Floor
Albuquerque, NM 87102
Facsimile: (505) 768-3019
Telephone: (505) 768-3000
E-mail: rjperry@cabq.gov

With a copy to:
Robert Kidd
Acting City Attorney
City of Albuquerque
One Civic Plaza, NW
City / County Building
4th Floor, Room 4015
Albuquerque, NM 87102
Facsimile: (505) 768-4525
Telephone: (505) 768-4500
E-mail: rkidd@cabq.gov

Richard Dourte
City Engineer
600 2nd Street NW
Suite 201
Albuquerque, NM 87102
Facsimile: (505) 924-3864
Telephone: (505) 924-3999
E-mail: rdourte@cabq.gov

If to APS:

Albuquerque Public Schools
P.O. Box 25704
Albuquerque, New Mexico 87125-0704
Attention: Winston Brooks, Superintendent
Facsimile: (505) 872-8855
Telephone: (505) 880-3706
E-mail: superintendent@aps.edu

With copies to:

Martin W. Eckert
Real Estate Department
915 Locust St. S.E. Room 8
Albuquerque, New Mexico 87106
Facsimile: (505) 768-1583
Telephone: (505) 765-5950 ext 265
E-mail: eckert_m@aps.edu

Ruth M. Schifani, Esq.
Modrall, Sperling, Roehl, Harris & Sisk, P.A.
500 4th St., N.W.
P.O. Box 2168
Albuquerque, New Mexico 87103-2168
Facsimile: (505) 848-1891
Telephone: (505) 848-1820
E-mail: rschifani@modrall.com

14. This MOU may be executed in one or more counterparts, including facsimile counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

15. This MOU may be amended, upon mutual agreement of the Parties, by written agreement executed by each of the Parties.

16. The Parties agree to hereafter negotiate and enter into such further and more definitive mutually acceptable agreements, as may be necessary, to effectuate the transactions contemplated by this MOU.

17. This MOU is signed, sealed, executed and delivered by the Parties as of the date indicated next to the respective signatures below, with the "Effective Date" to be the date of the last signature affixed hereto.

18. If a Party fails to perform its obligations under this MOU, a non-breaching Party may provide written notice describing the breach and requesting that the breaching Party cure the breach within no more than thirty (30) days from the date of the written notice. If the breaching party does not cure the breach within the time period provided in the written notice, the Party giving the written notice may request termination of this MOU upon not less than ten (10) days' prior written notice to the other Parties to this MOU. In the event the other Party agrees in writing with the requested termination, this MOU shall terminate and the Parties shall have nor further rights, responsibilities or liabilities under this MOU. If the Parties do not agree the dispute shall be referred to non binding mediation.

IN WITNESS WHEREOF, the Parties hereto hereby execute this MOU in multiple originals:

CITY OF ALBUQUERQUE
A New Mexico municipal corporation,

By:_____ Date:_____
Robert J. Perry, Chief Administrative Officer

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO A/K/A ALBUQUERQUE PUBLIC SCHOOLS

By:_____ Date: August 15, 2011
Winston Brooks, Superintendent

Exhibit "A"
Recreational Site, Educational Site and City Site

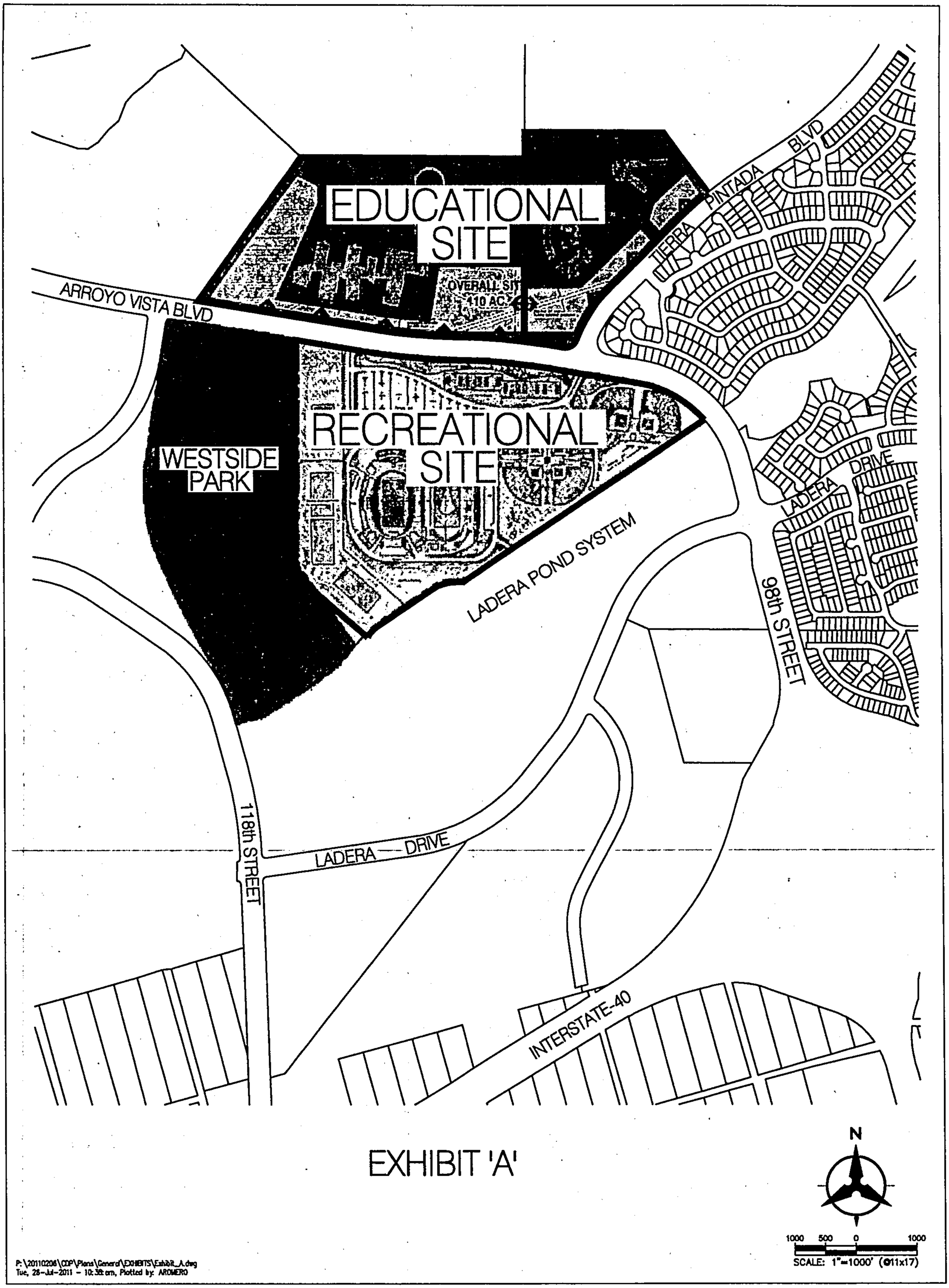


EXHIBIT 'A'

P:\20110206\CDP\Plans\General\EXHIBITS\Exhibit_A.dwg
Tue, 26-Jul-2011 - 10:38am, Plotted by: AROMERO

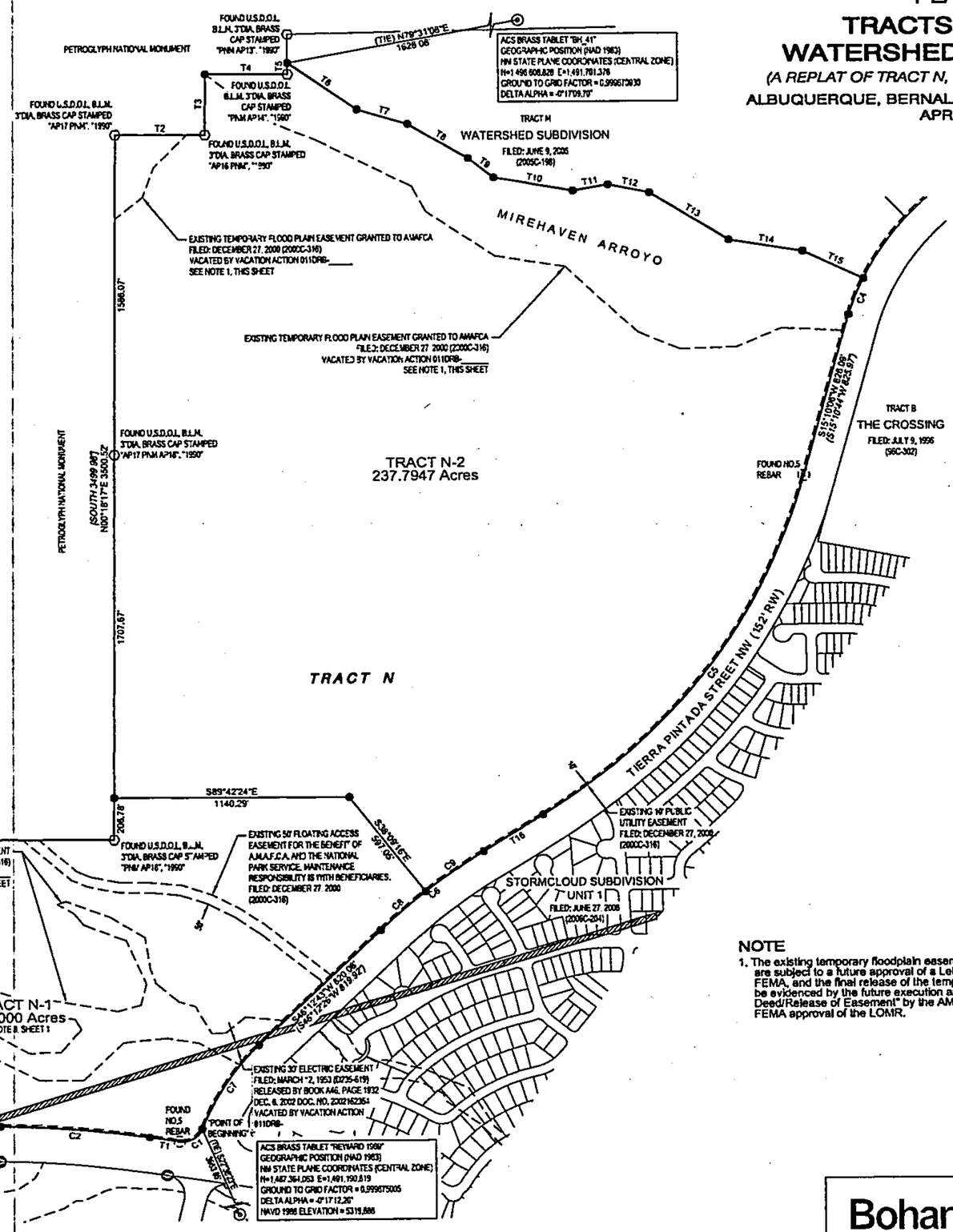
Exhibit "B"
Tract N Plat

EXHIBIT 'B'

CURVE DATA						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BEARING
C1	77°26'47"	80.23'	135.23'	100.00'	125.16'	S60°12'02"W
(C1	77°29'11"	80.23'	135.24'	100.00'	125.17'	S60°12'03"W)
C2	08°10'32"	363.77'	726.30'	5090.00'	725.69'	N85°08'41"W
(C2	08°10'35"	363.77'	726.36'	5090.00'	725.75'	N85°08'39"W)
C3	08°12'24"	353.10'	704.96'	4922.00'	704.38'	N85°07'58"W
(C3	08°12'26"	353.10'	705.05'	4922.00'	704.45'	N85°07'43"W)
C4	08°51'21"	96.95'	193.52'	1252.00'	193.32'	S21°24'31"W
(C4	08°51'09"	96.95'	193.44'	1252.00'	193.25'	S21°25'05"W)
C5	43°21'03"	1131.94'	2154.84'	2848.00'	2103.81'	S36°51'23"W
(C5	43°20'44"	1131.94'	2154.84'	2848.00'	2103.56'	S36°51'06"W)
C6	12°19'02"	319.83'	637.19'	2964.00'	635.96'	S52°22'14"W
(C6	12°18'02"	319.83'	637.18'	2964.00'	635.96'	S52°21'57"W)
C7	24°45'05"	255.40'	502.84'	1164.00'	498.94'	S33°50'10"W
(C7	24°44'59"	255.40'	502.80'	1164.00'	498.90'	S33°49'57"W)
C8	05°37'58"	145.81'	291.39'	2964.00'	291.27'	S49°01'42"W
C9	06°41'04"	173.09'	345.78'	2964.00'	345.60'	S55°11'13"W

LEGEND

- CITY OF ALBUQUERQUE CONTROL MONUMENT
- SET #5 REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "GROMATZKY PS 16488"
- FND-NO.5 REBAR NO CAP AS NOTED
- FND-REBAR WITH CAP AS NOTED
- FND-BRASS CAP AS NOTED
- BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- ADJOINING PROPERTY LINE
- PUE — PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT



Tangent Data		
ID	BEARING	DISTANCE
T1	N81°03'35"W	146.64'
(T1	N81°03'21"W	146.56')
T2	S89°38'48"E	435.62'
(T2	WEST	435.47')
T3	N00°16'32"E	300.02'
(T3	SOUTH	299.97')
T4	S89°43'28"E	400.09'
(T4	WEST	400.03')
T5	N00°17'20"E	56.11'
(T5	N00°15'44"E	56.11')
T6	S55°05'53"E	408.99'
(T6	S55°05'15"E	408.93')
T7	S73°12'01"E	256.39'
(T7	S73°11'23"E	255.35')
T8	S60°03'22"E	339.94'
(T8	S60°02'44"E	339.89')
T9	S52°00'10"E	156.60'
(T9	S51°59'32"E	156.58')
T10	S79°54'17"E	393.07'
(T10	S79°53'39"E	393.01')
T11	N80°08'14"E	175.33'
(T11	N80°08'52"E	175.30')
T12	S78°18'21"E	201.85'
(T12	S78°17'43"E	201.82')
T13	S57°52'44"E	443.83'
(T13	S57°52'06"E	443.76')
T14	S80°39'34"E	361.04'
(T14	S80°38'56"E	360.99')
T15	S64°38'27"E	319.71'
(T15	S64°37'49"E	319.75')
T16	S58°31'45"W	339.76'
(T16	S58°31'26"W	339.88')

NOTE

1. The existing temporary floodplain easements to be vacated by this plat are subject to a future approval of a Letter of Map Revision (LOMR) by FEMA, and the final release of the temporary floodplain easements will be evidenced by the future execution and recordation of a "Quitclaim Deed/Release of Easement" by the AMAFCA Board after receipt of the FEMA approval of the LOMR.

ROBERT GROMATZKY
NEW MEXICO
16488
LICENSED PROFESSIONAL SURVEYOR

SHEET 2 OF 2

Bohannan Huston
7500 JEFFERSON STREET NE ALBUQUERQUE, NEW MEXICO

JOB NO. 20110349 001 01

P:\20110349\SURVEY\GRAPHICS\20110349 Tract N Plat.dwg

ASSIGNMENT AND AUTHORIZATION

This Assignment and Authorization is made by Western Albuquerque Land Holdings, LLC, a Delaware limited liability company, ("Western") to and for the benefit for Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a political subdivision in the State of New Mexico, a/k/a Albuquerque Public Schools ("APS") with an effective date of July 22nd, 2011.

RECITALS

WHEREAS, on March 1, 2011, APS as contract purchaser entered into a purchase agreement with Western to purchase an approximately 110 acre recreational complex site ("Recreational Site") and an approximately 110 acre high school and middle school/elementary school site ("Educational Site") located within the Albuquerque city limits; and

WHEREAS, APS plans to develop a stadium, parking and other athletic facilities on the Recreational Site; and

WHEREAS, APS plans to develop an elementary school, a middle school and a high school on the Educational Site; and

WHEREAS, the Recreational Site is a portion of the property shown and described on the Westland North Plat recorded in the office of the County Clerk of Bernalillo County, New Mexico on December 27, 2000 in Book 2000C, page 316 (the "Westland North Plat"); and

WHEREAS, the Educational Site is a portion of the property shown and described on the Watershed Subdivision Plat recorded in the office of the County Clerk of Bernalillo County, New Mexico on June 9, 2005, in Book 2005C, page 198 (the "Watershed Plat"); and

WHEREAS, to accommodate APS' development of the Recreational Site and the Educational Site Western and APS engaged Bohannan Huston, Inc. ("Bohannan") who has prepared and filed Development/Plan Review Applications with the City of Albuquerque ("City") to replat the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and to vacate portions of the Tierra Pintada right-of-way and certain public and/or private easements copies of which are attached hereto as Exhibits A and B respectively (the "Applications"); and

WHEREAS, APS and Western have shared the costs associated with the replats described above, including, without limitation the fees of Bohannan; and

WHEREAS, APS has requested Western to assign the Applications to APS and to authorize APS to make application to the City, as the "subdivider" to accommodate APS' development of the Recreational Site and the Educational Site.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals are hereby restated and incorporated herein as part of this Assignment and Authorization.

2. Western does hereby transfer, assign, convey, set over and deliver the Applications to APS subject to the terms and conditions of this Assignment.

3. Western authorizes Bohannan to act as agent for APS with respect to the Applications.

4. Western authorizes APS to act as "subdivider" to pursue replatting the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and to vacate portions of the Tierra Pintada right-of-way and certain public and/or private easements.

5. APS accepts the assignment of the Applications and agrees to pursue replatting the properties shown on the Westland North Plat and the Watershed Plat to create the Recreational Site and the Educational Site, and vacating portions of the Tierra Pintada right-of-way and certain public and/or private easements, subject to Western's approval (which shall not be unreasonable withheld).

6. Except as explicitly stated herein, the rights and obligations of Western and APS under prior agreements shall not be altered.

7. This Assignment may be executed in one or more counterparts, including facsimile counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

8. The parties agree to execute and deliver such additional documents and instruments as may be necessary, to effectuate the transactions contemplated by this Assignment and Authorization.

Remainder of page intentionally blank

Signature page to follow

IN WITNESS WHEREOF, this Assignment and Authorization is made effective as of July 22, 2011.

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By _____

Name: Mark Wuest
Title: Vice President

Albuquerque Municipal School District No. 12,
Counties of Bernalillo and Sandoval,
State of New Mexico

By_____
Winston Brooks, Superintendent

CONSENT
Bohannan Huston Inc. hereby consents to the assignment of the Applications and agrees to act as agent for APS with respect to the Applications.

Bohannan Huston, Inc.

By_____
Name:
Title:

IN WITNESS WHEREOF, this Assignment and Authorization is made effective as of July 22, 2011.

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By_____

Name: _____
Title: _____

Albuquerque Municipal School District No. 12,
Counties of Bernalillo and Sandoval,
State of New Mexico

By_____
Winston Brooks, Superintendent

CONSENT
Bohannan Huston Inc. hereby consents to the assignment of the Applications and agrees to act as agent for APS with respect to the Applications.

Bohannan Huston, Inc.

By_____
Name:
Title:

IN WITNESS WHEREOF, this Assignment and Authorization is made effective as of July 22, 2011.

WESTERN ALBUQUERQUE LAND HOLDINGS LLC,
a Delaware limited liability company

By: BARCLAYS CAPITAL REAL ESTATE INC.
as Servicing Member

By_____

Name: _____
Title: _____

Albuquerque Municipal School District No. 12,
Counties of Bernalillo and Sandoval,
State of New Mexico

By_____
Winston Brooks, Superintendent

CONSENT
Bohannan Huston Inc. hereby consents to the assignment of the Applications and agrees to act as agent for APS with respect to the Applications.

Bohannan Huston, Inc.

By_____
Name: James R. Topmiller
Title: Senior Vice President

Complete
11-23-11
KS
#1

DRB CASE ACTION LOG
(Preliminary/Final)

DRB Application No.: 11DRB-70208 Project # 1008793
Project Name: WESTLAND NORTH SUBDIVISION
Agent: BOHANNAN HUSTON INC. Phone No.:

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

Your request was approved on 10-5-11 by the **DRB with delegation of signature(s) to the following departments.**

OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED:

- ☐ **TRANSPORTATION:**
- ☐ **ABCWUA:**
- ☐ **CITY ENGINEER / AMAFCA:** AMAFCA must sign.
- ☑ **PARKS / CIP:** – park deed
- ☑ **PLANNING (Last to sign):** dxf, vacation approval, & record
- ☑ **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.**

City of Albuquerque
PLANNING DEPARTMENT

EC-11-599

Richard J. Berry, Mayor

Interoffice Memorandum **September 30, 2011**

To: **Don Harris, President, City Council**

From: **Richard J. Berry, Mayor** RJB

Subject: **Project# 1008793/ 11DRB-70206** VACATION OF PUBLIC RIGHT-OF-WAY - BOHANNAN HUSTON INC agent(s) for APS/ WESTERN ALBUQ. LAND HOLDINGS request(s) the referenced/ above action(s) for all or a portion of PARCELS C & D, **WESTLAND NORTH SUBDIVISION,** zoned SU-2 FOR TOWN CENTER VILLAGE, located on the south side of ARROYO VISTA BLVD NW between HIGH MESA DR NW and LADERA DR NW containing approximately 340.4559 acre(s). (J-7& J-8, K-8)

Request: This is a request for vacation of public right of way for a full street section of Tierra Pintada Boulevard NW, which is a platted road that has not been built and is within the boundaries of the property acquired by Albuquerque Schools (APS) for a recreational stadium site near 98th Street and I-40. Based on the proposed replat, the 106' right of way will not be needed to serve abutting property. Approximately 10 acres will be granted as a City Park site in exchange for acquisition of the vacated right of way.

At the conclusion of an advertised public hearing, the Development Review Board voted to recommend APPROVAL to the City Council of the proposed vacation as shown on the Exhibit "VACATION" in the Planning file, based on the recommended Findings per sections 14-14-7-2(A)(1), (B)(1), and (B)(3) of the Subdivision Ordinance, and subject to the recommended Conditions of Approval per sections 14-14-7-2(F)(3)(c) and 14-14-7-2(F)(4) of the Subdivision Ordinance.

Per section 14-14-7-2(F)(3)(b) of the Subdivision Ordinance, this matter is being forwarded to the City Council to be placed on the consent agenda to determine if the vacation shall occur.

Title/ Subject of Legislation: APS Recreational/ Stadium Vacation: 11-DRB-70206, DRB RECOMMENDATION FOR APPROVAL

Project 1008793 –

Approved:

10/12/11

Robert J. Perry Date
Chief Administrative Officer

10/12/11

Approved as to Legal Form:

10/13/11

Robert D. Kidd Date
Interim City Attorney

Recommended:

10/10/11

Deborah L. Stover Date
Planning Department Director

PARCELS C1-C3 & D1
VACATION OF PUBLIC EASEMENTS
EXHIBIT 'B'

VACATE EXISTING AMAFCA DRAINAGE EASEMENT

VACATE EXISTING AMAFCA DRAINAGE EASEMENT

ARROYO VISTA BLVD

PARCEL C-2

30' ELECTRIC EASEMENT TO BE VACATED WITH THIS PLAT

86' TEMPORARY FLOATING ACCESS EASEMENT TO BE VACATED WITH THIS PLAT

PARCEL C-1

PARCEL C-3

106' TIERRA PINTADA R/W TO BE VACATED WITH THIS PLAT

118TH STREET

PARCEL D-1

86' TEMPORARY FLOATING ACCESS EASEMENT TO BE VACATED WITH THIS PLAT

PARCEL D-1

TRACT LD-1-1

TRACT LD-1-1A

TRACT LD-1-1B

TRACT LD-1-1C

TRACT LD-1-1D

TRACT LD-1-1E

TRACT LD-1-1F

TRACT LD-1-1G

TRACT LD-1-1H

TRACT LD-2-1B

TRACT LD-2-1C

VACATION OF 30' ELECTRIC EASEMENT

VACATION OF 86' TEMPORARY FLOATING ACCESS EASEMENT

VACATION OF 106' TIERRA PINTADA STREET R/W EASEMENT

VACATION OF EXISTING AMAFCA DRAINAGE EASEMENT

N

0 200 400 800

1" = 800'

Bohannan Huston

ENGINEERING ▲ SPATIAL DATA ▲ ADVANCED TECHNOLOGIES

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APS Recreational/ Stadium Vacation

Project #1008793
11DRB-70206

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OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 31, 2011

Project# 1008793
11DRB-70203 VACATION OF PUBLIC EASEMENT
11DRB-70206 VACATION OF PUBLIC RIGHT-OF-WAY
11DRB-70207 BULK LAND VARIANCE
11DRB-70208 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

BOHANNAN HUSTON INC agent(s) for APS/WESTERN ALBUQ. LAND HOLDINGS request(s) the referenced/ above action(s) for all or a portion of PARCELS C & D, **WESTLAND NORTH SUBDIVISION,** zoned SU-2 FOR TOWN CENTER VILLAGE, located on the south side of ARROYO VISTA BLVD NW between HIGH MESA DR NW and LADERA DR NW containing approximately 340.4559 acre(s). (J-7& J-8, K-8)*[Deferred from 8/17/11]*

On August 17 and August 31, 2011, the Development Review Board held an advertised public hearing on the proposed vacations per section 14-14-7-2(F) of the Subdivision Ordinance. After concluding its public hearing, the Board recommends APPROVAL to the City Council of the proposed vacation of Tierra Pintada Blvd NW as shown on Exhibit "B"in the Planning file, based on the following recommended Findings per sections 14-14-7-2(A)(1), (B)(2), and (B)(3) of the Subdivision Ordinance, and subject to the following recommended Conditions of Approval per sections 14-14-7-2(F)(3)(c) and 14-14-7-2(F)(4) of the Subdivision Ordinance.

Findings

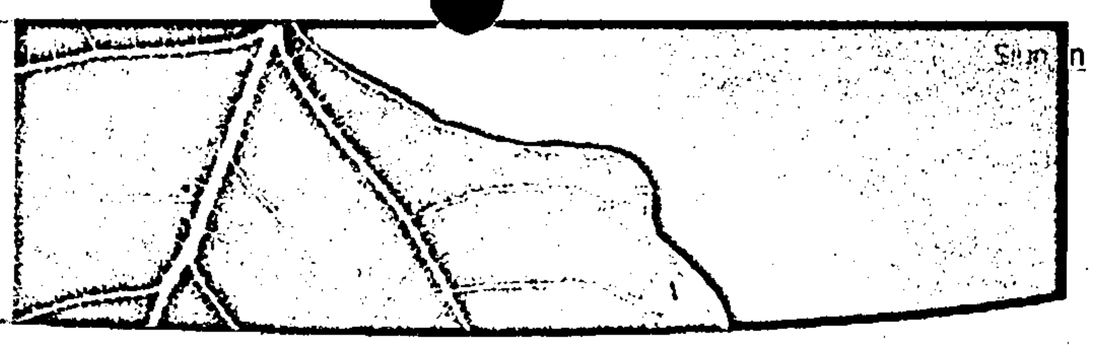
(A)(1) The public road vacation and easement vacation requests were filed by the owners of a majority of the footage of land abutting the proposed vacation.

(B)(2) There is a net benefit to the public welfare because the development of significant community facilities made possible by the vacation is clearly more beneficial to the public welfare than any minor detriment resulting from the vacation. The applicant's justification demonstrates that the vacation will not adversely impact traffic patterns in this area, and the City of Albuquerque does not need to utilize the platted right of way for roadway or other purposes based on the ownership and proposed replat.

(B)(3) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right, as the vacation is being requested by the owner of all the property abutting this section of Tierra Pintada Blvd NW.

ALBUQUERQUE

Official City Website



Council Home Legislation Calendar

Share RSS

Details Reports

File #:	EC-11-599 Version: 1		
Type:	Executive Communication	Status:	Approved
File created:	10/17/2011	In control:	City Council
		Final action:	11/7/2011
Enactment date:		Enactment #:	

Title: Project# 1008793/ 11DRB-70206 Vacation of Public Right-of-Way - Bohannan Huston Inc. Agents for APS/ Western Albuq. Land Holdings Requests Vacation for all or a portion of Parcels C & D, Westland North Subdivision, Zoned SU-2 FOR Town Center Village, Located on the South Side of Arroyo Vista Blvd NW Between High Mesa Dr NW and Ladera Dr NW, Containing Approximately 340.4559 acres

Attachments: EC-599.pdf

History (3) Text

3 records Group Export

Date	Ver.	Action By	Action	Result	Action Details
11/7/2011	1	City Council	Approve	Pass	Action details
10/17/2011	1	City Council	Received		Action details
10/17/2011	1	President	To be heard at the Council Meeting		Action details

PARCEL ID: **100805822713230201**

LOCATION and LEGAL DESCRIPTION:

ALBUQUERQUE NM 87120
PARCEL D BULK LAND PLAT OF WESTLAND NORTH
CONT 149.0255 AC

WESTERN ALBUQ LAND HOLDINGS LLC %
GARRETT DEV CORP/JEFF GARRETT
PO BOX 56790
ALBUQUERQUE NM 87187

2011 Property Tax Summary

PATRICK PADILLA
TREASURER
BERNALILLO COUNTY

ONE CIVIC PLAZA NW, BASEMENT
ALBUQUERQUE, NM
(505) 468-7031
http://www.bernco.gov/treasurer/
e-mail: treas@bernco.gov

Today's Date NOV-09-11 10:01 AM

MTG COMPANY

MTG COMPANY #

Assessor's Valuation

Tax Year	2011
Assessed	536
Taxable	179

EXEMPTIONS:

HOH	0
VET	0
OTHER	0
Net Taxable	179

Dist	A1A	Rate	46.802
Class	NR	OvrClass	

Owner Type

Tax and Payment Summary

Year	Tax	Int	Pen	Fees	Paid	Due
1st half due	4.20	0.00	0.00	0.00	-4.20	0.00
2nd half due	4.20	0.00	0.00	0.00	-4.20	0.00
Total Due	8.40	0.00	0.00	0.00	-8.40	0.00

Fees Due:	0.00
Sum of pending ONLINE payments not included above:	0.00
PreTax amount:	0.00
Total Due:	0.00

Tax bills are mailed November 1 of every year as required by state law. Taxes are due in two equal installments. The first half payment is due November 10 and must be paid by December 10 to avoid delinquency charges. Second half payments are due by April 10 of the following calendar year and must be made by May 10 to avoid delinquency charges.

PAYMENT COUPON

PLEASE MAKE YOUR CHECK PAYABLE TO THE BERNALILLO COUNTY TREASURER AND MAIL TO :

BERNALILLO COUNTY TREASURER
PATRICK J. PADILLA
PO BOX 627
ALBUQUERQUE, NM 87103-0627

PRINT THIS PARCEL NO. ON YOUR CHECK — **100805822713230201**

WESTERN ALBUQ LAND HOLDINGS LLC %

1st half due	.00	
2nd half due	.00	
Total Due	.00	

AMOUNT ENCLOSED__$_____

11 110080582271323020100 00000000000 00000000000 00000000000

PARCEL ID: **100805811026930101**

LOCATION and LEGAL DESCRIPTION:

ALBUQUERQUE NM 87120
PARCEL C BULK LAND PLAT OF WESTLAND NORTH
CONT 181.2936 AC

WESTERN ALBUQ LAND HOLDINGS LLC %
GARRETT DEV CORP/JEFF GARRETT
PO BOX 56790
ALBUQUERQUE NM 87187

2011 Property Tax Summary

PATRICK PADILLA
TREASURER
BERNALILLO COUNTY

ONE CIVIC PLAZA NW, BASEMENT
ALBUQUERQUE, NM
(505) 468-7031
http://www.bernco.gov/treasurer/
e-mail: treas@bernco.gov

Today's Date NOV-09-11 10:00 AM

MTG COMPANY

MTG COMPANY #

Assessor's Valuation

Tax Year	2011
Assessed	653
Taxable	218

EXEMPTIONS:

HOH	0
VET	0
OTHER	0
Net Taxable	218

Dist	A1A	Rate	46.802
Class	NR	OvrClass	

Owner Type

Tax and Payment Summary

Year	Tax	Int	Pen	Fees	Paid	Due
1st half due	5.11	0.00	0.00	0.00	-5.11	0.00
2nd half due	5.11	0.00	0.00	0.00	-5.11	0.00
Total Due	10.22	0.00	0.00	0.00	-10.22	0.00

Fees Due:	0.00
Sum of pending ONLINE payments not included above:	0.00
PreTax amount:	0.00
Total Due:	0.00

Tax bills are mailed November 1 of every year as required by state law. Taxes are due in two equal installments. The first half payment is due November 10 and must be paid by December 10 to avoid delinquency charges. Second half payments are due by April 10 of the following calendar year and must be made by May 10 to avoid delinquency charges.

PAYMENT COUPON

PLEASE MAKE YOUR CHECK PAYABLE TO THE BERNALILLO COUNTY TREASURER AND MAIL TO :

BERNALILLO COUNTY TREASURER
PATRICK J. PADILLA
PO BOX 627
ALBUQUERQUE, NM 87103-0627

PRINT THIS PARCEL NO. ON YOUR CHECK — **100805811026930101**

WESTERN ALBUQ LAND HOLDINGS LLC %

1st half due	.00	
2nd half due	.00	
Total Due	.00	

AMOUNT ENCLOSED__$_____

11 610080581102693010100 00000000000 00000000000 00000000000

Dourte, Richard H.

From: Robert Gromatzky [rgromatzky@bhinc.com]
Sent: Tuesday, November 22, 2011 11:38 AM
To: James Topmiller
Subject: FW: Westland North

From: Sammons, Joshua R. [mailto:jsammons@cabq.gov]
Sent: Wednesday, November 09, 2011 2:50 PM
To: Rebecca Gauna
Cc: Robert Gromatzky
Subject: RE: Westland North

Becky
Those little line segments did the trick. DXF for 1000793 is approved. I'll forward on the approval form.
Thanks!
Josh

From: Rebecca Gauna [mailto:RGauna@bhinc.com]
Sent: Wednesday, November 09, 2011 2:21 PM
To: Sammons, Joshua R.
Cc: Robert Gromatzky
Subject: Westland North

One more time. We found little line segments and got rid of them. Let's see if this works. Thanks

Rebecca J. Gauna
Engineering Tech 4
Community Development and Planning
Bohannan Huston
Courtyard I
7500 Jefferson St. NE
Albuquerque, NM 87109-4335
www.bhinc.com
voice: 505.823.1000 **facsimile:** 505.798.7988 **toll free:** 800.877.5332

"NOTICE OF SUBDIVISION PLAT CONDITIONS"

for PARCELS C-1, C-2, C-3 and D-1, WESTLAND NORTH plat

Parcels C-2, C-3 and D-1 of the plat of PARCELS C-1, C-2, C-3 and D-1, WESTLAND NORTH have been granted a variance or waiver from certain subdivision requirements pursuant to Section 7 of the City of Albuquerque Subdivision Ordinance.

Future subdivision of lands within this plat, zoning Site Development Plan approvals, and development permits may be conditioned upon dedication of rights-of-way and easements, and/or upon infrastructure improvements by the owner for water, sanitary sewer, streets, drainage, grading and parks in accordance with current resolutions, ordinances and policies in effect at the time for any specific proposal.

The City and AMAFCA (with reference to drainage) may require and/or permit easements to be added, modified, or removed when future plats and/or Site Development Plans are approved.

By its approval of this subdivision the City makes no representation or warranties as to availability of utilities, or final approval of all requirements including (but not limited to) the following items: water and sanitary sewer availability; future street dedications and/or improvements; park and open space requirements; drainage requirements and/or improvements; and, excavation, filling or grading requirements. Any person intending development of lands within this subdivision is cautioned to investigate the status of these items.

At such time as all such conditions have been satisfactorily met, the City Engineer shall approve a recordable document, removing such conditions from all or from a portion of the area within the subject subdivision.

ACKNOWLEDGED:

DEVELOPER:

WESTERN ALBUQUERQUE LAND HOLDINGS LLC

A Delaware limited liability company

By: Barclays Capital Real Estate Inc

As Servicing Member

Name: Mark Wuest

Title: Vice President

Doc# 2011107174

11/23/2011 10:26 AM Page: 1 of 2
NOT R:$25.00 M. Toulouse Oliver, Bernalillo County

STATE OF NEW YORK)

ss.

COUNTY OF NEW YORK)

This instrument was acknowledged before me on this 12 day of October, 2011, by Mark West.

Notary Public

My Commission Expires:
1/13/2014

BANU DENIZ GUNEY
Notary Public - State of New York
NO. 01GU6218072
Qualified in New York County
My Commission Expires 1/13/2014

CITY OF ALBUQUERQUE

By:

Chairman, Development Review Board

Date: 11-22-11

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
May 11, 2011
DRB Comments

ITEM # 11

PROJECT # 1008793 APPLICATION # 11-70110

RE: Parcels C & D, Westland North Subdivision

Most of this site (all proposed C Tracts and portion of proposed D-2) is within the View Area of the Northwest Mesa escarpment Plan; the entire tract is within the Westland Sector Plan, and is designated as SU-2/ Town Center Village land use. Per the sector plan for this use, "all developments...shall require EPC review and approval" which would, at a minimum, entail a Site Development Plan for Subdivision in order to conform with § 14-14-2-2 (B)(2) of the Subdivision Ordinance.

Based on intended development of this site, it is not clear that the proposed tracts other than C-1 would qualify for a Bulk Land Variance per § 14-14-6-2 (C) of the Subdivision Ordinance; please clarify how there will be "subsequent additional public agency review" for proposed Tracts C-2 thru C-4 and D-1.

Proposed vacations must meet the required determinations and conditions of § 14-14-7-2 of the Subdivision Ordinance; refer to comments from Transportation Development regarding the function of the road network without Tierra Pintada Street.

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

HEARING DATE: 5-11-11 (SK)

City of Albuquerque

DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

SUBDIVISION
- X Major Subdivision action
- ___ Minor Subdivision action
- ___ Vacation
- ___ Variance (Non-Zoning)

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

STORM DRAINAGE (Form D)
- ___ Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING
- ___ Annexation
  - ___ County Submittal
  - ___ EPC Submittal
- ___ Zone Map Amendment (Establish or Change Zoning)
- ___ Sector Plan **(Phase I, II, III)**
- ___ Amendment to Sector, Area, Facility or Comprehensive Plan
- ___ Text Amendment (Zoning Code/Sub Regs)
- ___ Street Name Change (Local & Collector)

V P D L A APPEAL / PROTEST of...
- ___ Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

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

APPLICATION INFORMATION:

Professional/Agent (if any): BOHANNON HUSTON INC PHONE: 505.823.1000

ADDRESS: 7500 JEFFERSON NE FAX: 505.798.7988

CITY: ALBUQUERQUE STATE NM ZIP 87109 E-MAIL:

APPLICANT: WACHA / APS PHONE:

ADDRESS: FAX:

CITY: STATE ZIP E-MAIL:

Proprietary interest in site: List all owners:

DESCRIPTION OF REQUEST: BULK LAND VARIANCE, MAJOR SUBDIVISION

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

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

Lot or Tract No. PARCELS C-1 & D Block: Unit:

Subdiv/Addn/TBKA: WESTLAND NORTH

Existing Zoning: (A-1, SU-2, SU-1, M-1, OA-1) SU-2, PARCEL C-SU-2 FOR TOWN CENTER PARCEL D-SU-2,R-2 Proposed zoning: MRGCD Map No

Zone Atlas page(s): J7,8 AND K7,8 UPC Code: 100805811026930101, 100805822713230201

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_,Z_, V_, S_, etc.):

CASE INFORMATION:

Within city limits? ___Yes Within 1000FT of a landfill?

No. of existing lots: 2 No. of proposed lots: 5 Total area of site (acres): 340.4559

LOCATION OF PROPERTY BY STREETS: On or Near: ARROYO VISTA NE

Between: 118TH ST NW and LADERA DRIVE NW

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

SIGNATURE DATE MAY 3, 2011

(Print) JAMES TOPMILLER Applicant: ☐ Agent: ☒

FOR OFFICIAL USE ONLY Form revised 4/07

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

Application case numbers	Action	S.F.	Fees
11DRB - - 70110	SK		$ 0
- -			$
- -			$
- -			$
- -			$
			Total $ 0

Hearing date May 11, 2011

5-3-11
Planner signature / date

Project # 1008793

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

☐ **SKETCH PLAT REVIEW AND COMMENT (DRB22)** **Maximum Size: 24" x 36"**

__ Scaled site sketch and related drawings showing proposed land use including structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, etc. (folded to fit into an 8.5" by 14" pocket) **6** copies.
__ Zone Atlas map with the entire property(ies) clearly outlined
__ Letter briefly describing, explaining, and justifying the request
__ List any original and/or related file numbers on the cover application

Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Your attendance is required.**

☐ **SITE DEVELOPMENT PLAN FOR SUBDIVISION (DRB18)** **Maximum Size: 24" x 36"**

__ 5 Acres or more & zoned SU-1, IP, SU-2, PC, or Shopping Center: Certificate of No Effect or Approval
__ Scaled site plan and related drawings (folded to fit into an 8.5" by 14" pocket) 6 **copies**
__ Zone Atlas map with the entire property(ies) clearly outlined
__ Letter briefly describing, explaining, and justifying the request
__ Letter of authorization from the property owner if application is submitted by an agent
__ Copy of the document delegating approval authority to the DRB
__ Completed Site Plan for Subdivision Checklist
__ Infrastructure List, if relevant to the site plan
__ Fee (see schedule)
__ List any original and/or related file numbers on the cover application

Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original** to the meeting. **Your attendance is required.**

☐ **SITE DEVELOPMENT PLAN FOR BUILDING PERMIT (DRB17) Maximum Size: 24" x 36"**

__ 5 Acres or more & zoned SU-1, IP, SU-2, PC, or Shopping Center: Certificate of No Effect or Approval
__ Site plan and related drawings (folded to fit into an 8.5" by 14" pocket) 6 **copies**
__ Site Plan for Subdivision, if applicable, previously approved or simultaneously submitted. **6** copies.
__ Solid Waste Management Department signature on Site Plan
__ Zone Atlas map with the entire property(ies) clearly outlined
__ Letter briefly describing, explaining, and justifying the request
__ Letter of authorization from the property owner if application is submitted by an agent
__ Copy of the document delegating approval authority to the DRB
__ Infrastructure List, if relevant to the site plan
__ Completed Site Plan for Building Permit Checklist
__ Copy of Site Plan with Fire Marshal's stamp
__ Fee (see schedule)
__ List any original and/or related file numbers on the cover application

Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original** to the meeting. **Your attendance is required.**

☐ **AMENDED SITE DEVELOPMENT PLAN FOR BUILDING PERMIT (DRB01) Maximum Size: 24" x 36"**
☐ **AMENDED SITE DEVELOPMENT PLAN FOR SUBDIVISION (DRB02) Maximum Size: 24" x 36"**

__ Proposed amended Site Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
__ DRB signed Site Plan being amended (folded to fit into an 8.5" by 14" pocket) **6 copies**
__ Zone Atlas map with the entire property(ies) clearly outlined
__ Letter briefly describing, explaining, and justifying the request
__ Letter of authorization from the property owner if application is submitted by an agent
__ Infrastructure List, if relevant to the site plan
__ Completed Site Plan for Building Permit Checklist (not required for amendment of SDP for Subdivision)
__ Fee (see schedule)
__ List any original and/or related file numbers on the cover application

Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original** to the meeting. **Your attendance is required.**

☐ **FINAL SIGN-OFF FOR EPC APPROVED SDP FOR BUILDING PERMIT (DRB05)**
☐ **FINAL SIGN-OFF FOR EPC APPROVED SDP FOR SUBDIVISION (DRB06)**

__ Site plan and related drawings (folded to fit into an 8.5" by 14" pocket) **6 copies**
__ Approved Grading and Drainage Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
__ Solid Waste Management Department signature on Site Plan for Building Permit
__ Zone Atlas map with the entire property(ies) clearly outlined
__ Letter carefully explaining how each EPC condition has been met **and** a copy of the EPC Notification of Decision
__ Infrastructure List, if relevant to the site plan
__ Copy of Site Plan with Fire Marshal's stamp (not required for SDP for Subdivision)
__ List any original and/or related file numbers on the cover application

Meetings are approximately 8 DAYS after the Tuesday noon filing deadline. **Bring the original** to the meeting. **Your attendance is required.**

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

JAMES TOPMILLER
Applicant name (print)

Applicant signature / date

Form revised **October 2007**

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

Application case numbers
11DRB - - 70110
- -
- -

5-3-11
Planner signature / date

Project # 1000370

Bohannan ▲ Huston INC.

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

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facsimile: 505.798.7988
toll free: 800.877.5332

May 3, 2011

Jack Cloud, DRB Chair
Planning Department,
City of Albuquerque
600 Second Street N.W.
Albuquerque, New Mexico 87102

Re: Sketch Plat Hearing Request:
APS Recreational Complex (includes Stadium)
Proposed Parcels C-1, C-2, C-3, C-4, D-1, D-2, Westland North plat

Dear Mr. Cloud:

The purpose of this letter is to request a sketch plat hearing for the proposed APS Recreational Complex site. This request is in support of an upcoming preliminary plat application to the DRB. A separate application is being made simultaneously for an adjacent schools site, just north of the APS Recreational Site.

The existing tracts are named Parcels C and D, Westland North. The subject title above reflects the proposed tracts of this application. Please see the attached plats, and other exhibits, to help understand the project.

Project

APS proposes to purchase land from Western Albuquerque Land Holdings (WALH) for future educational and sports facilities, to include nominally a stadium, baseball fields, and tennis courts. The 110-acre site is located near the Arroyo Vista and Tierra Pintada intersection, north of I-40.

Available Relevant Information

The stadium site is in very early stages of design. Significant infrastructure and associated studies are to be implemented with this project, and infrastructure planning impacts AMFCA as well as the City. The stadium is proposed for immediate planning, design and construction, to be in place for the 2013 fall sports season. Roadway improvements along Arroyo Vista, adjacent to the stadium tract, are anticipated with the stadium construction.

Platting

To facilitate the needed land transfers, we anticipate a major subdivision w/partial bulk land waiver requests to DRB in the coming week. The variance will apply to all parcels of the plat, except Parcel C-1. Parcel C-1 will be guaranteed for infrastructure via a special APS-City MOU. Also of note, the existing public right-of-way of Tierra Pintada, between Arroyo Vista and 118th Street, is planned to be vacated with the subdivision requests, along with other vacation actions as shown on the plats. No further entitlement efforts (ie, EPC, etc) are planned for the development of these tracts. We understand that the building plans will be reviewed under the standard City of Albuquerque building permit process.

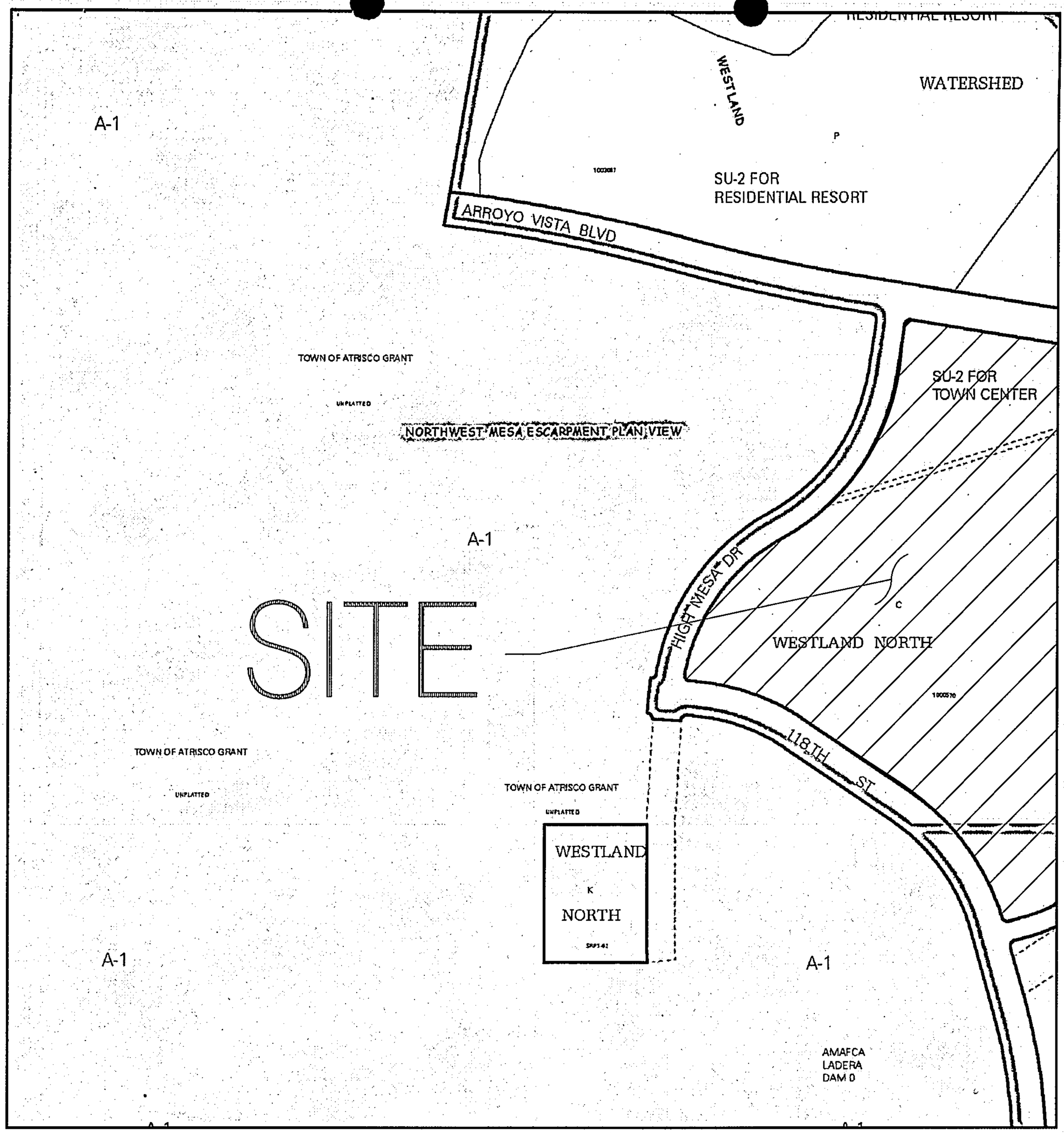
Please schedule this site for DRB agenda at your earliest convenience. I would be available at any time to provide additional information, if needed to assist you. Thank you for your time.

Sincerely,

James R. Tommiller
Senior Vice President
Community Development & Planning

JRT/tms

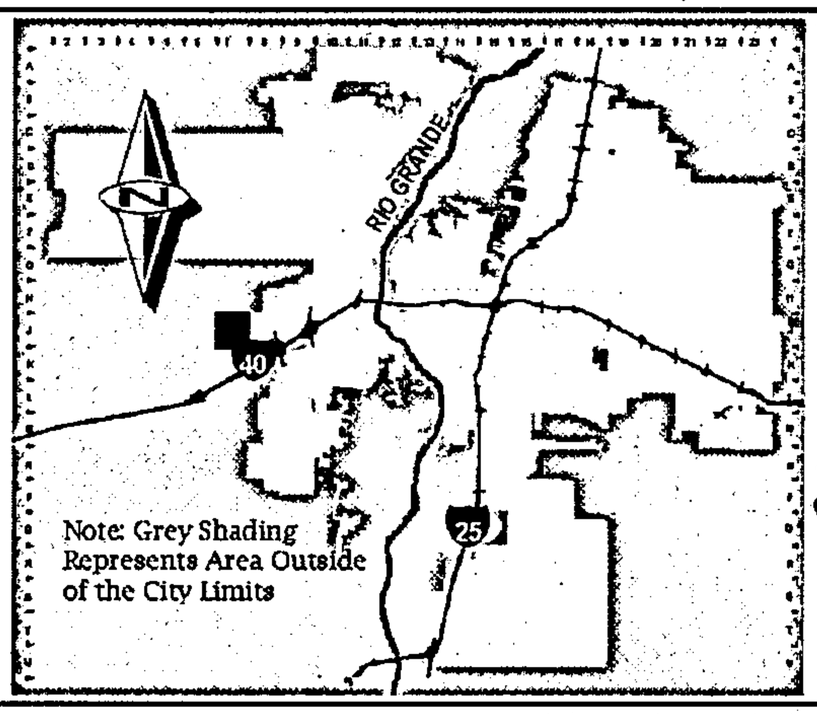
cc: Jeff Garret, WALH
Martin Eckert, APS
Jeff Mulbery, BH



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

Albuquerque Geographic Information System

Map amended through: 2/4/2010



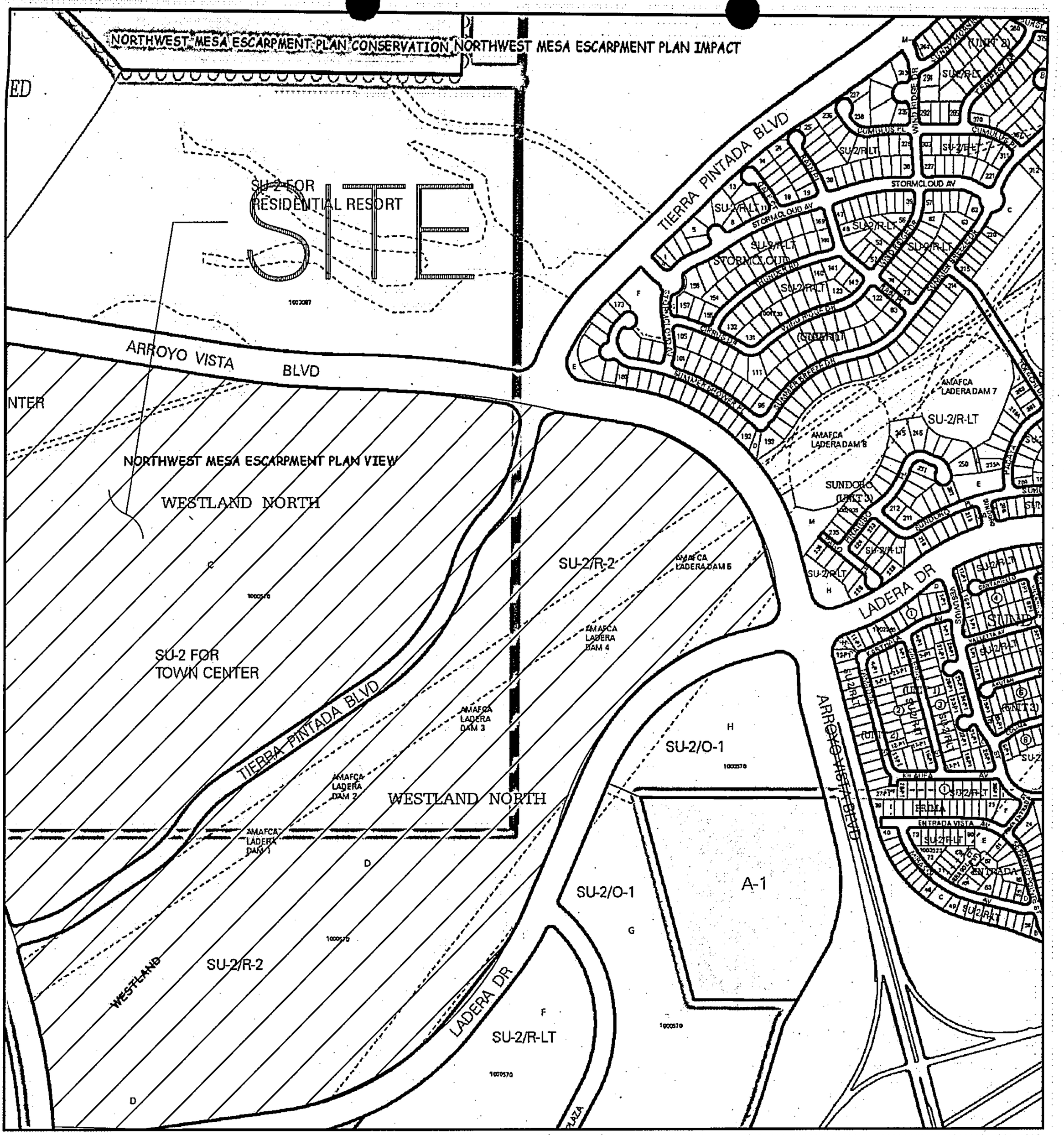
Zone Atlas Page:

J-07-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



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Albuquerque Geographic Information System

Map amended through: 2/4/2010

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:

J-08-Z

Selected Symbols

- SECTOR PLANS
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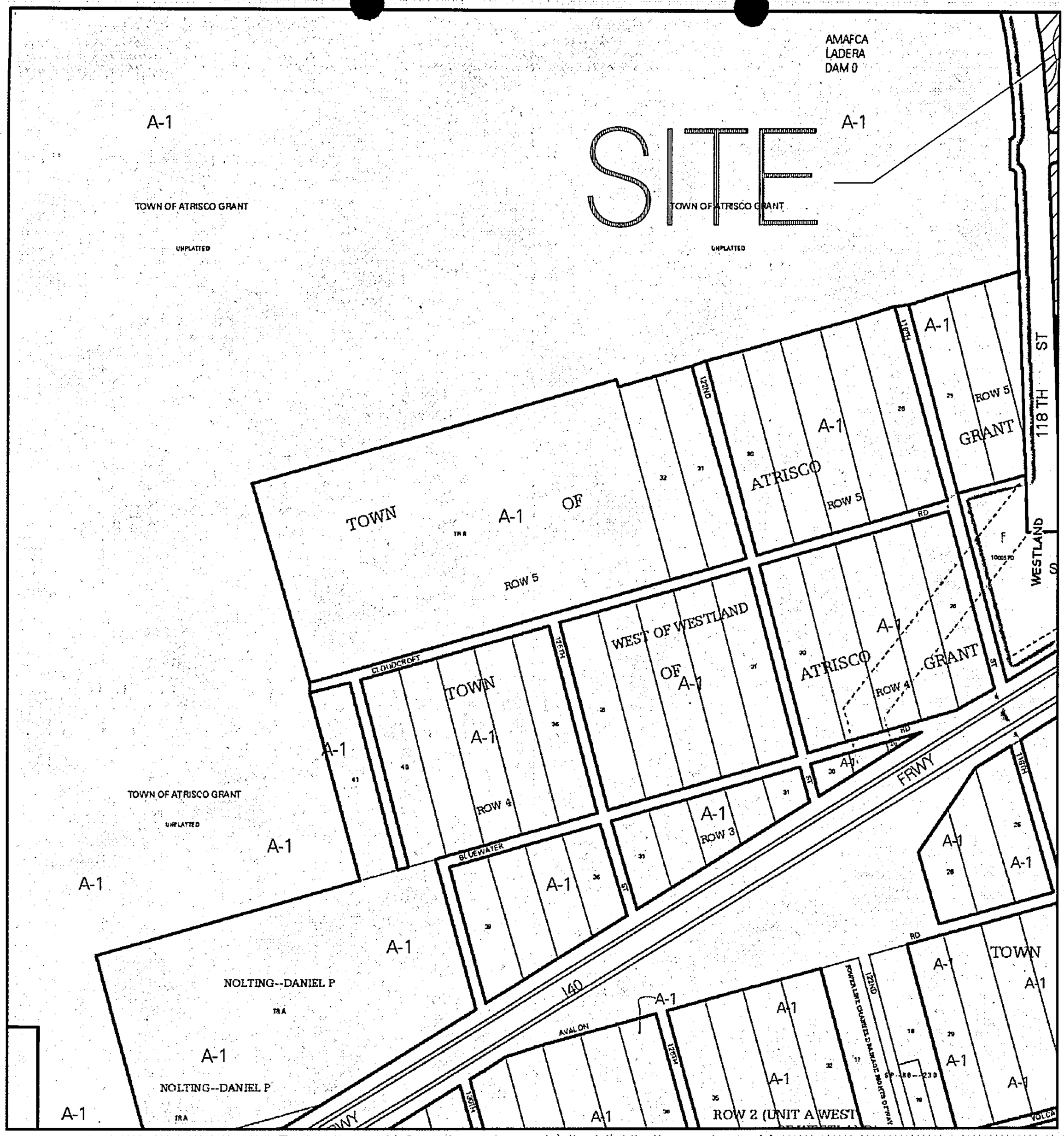

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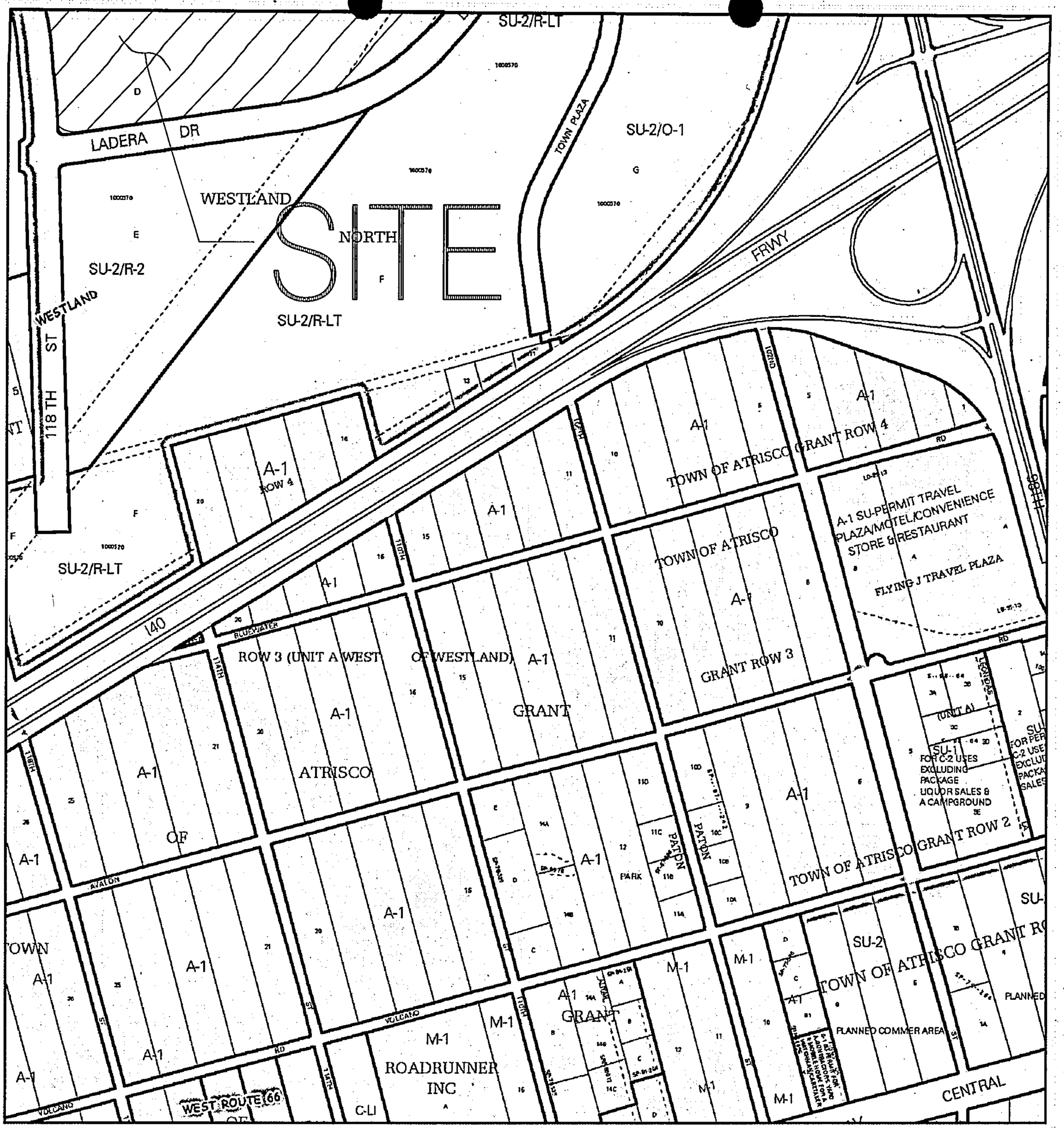

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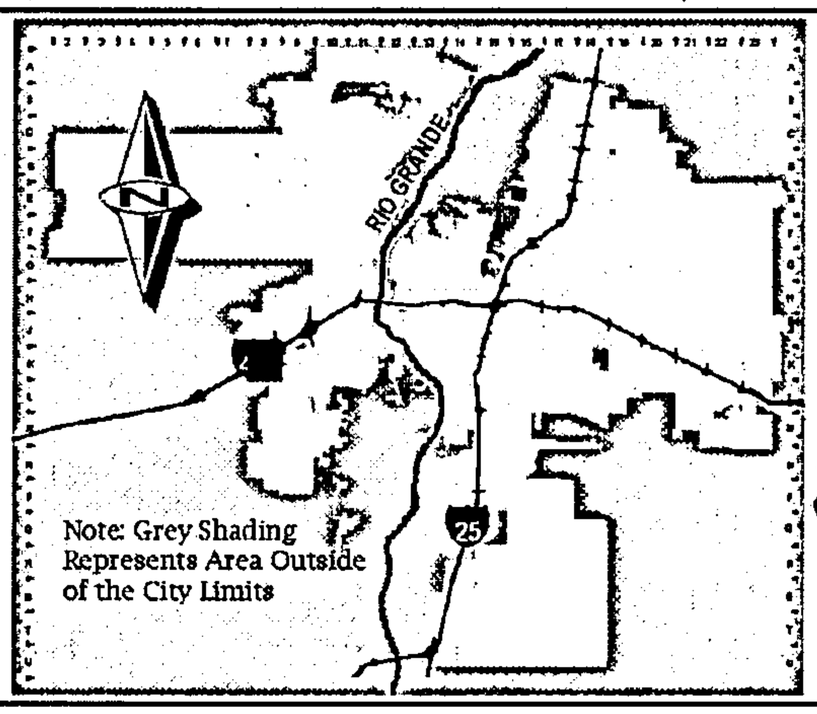

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- Wall Overlay Zone

0 750 1,500 Feet

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May 3, 2011

Jack Cloud, DRB Chair
Planning Department,
City of Albuquerque
600 Second Street N.W.
Albuquerque, New Mexico 87102

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Sincerely,

James R. Tommiller
Senior Vice President
Community Development & Planning

JRT/tms

cc: Jeff Garret, WALH
Martin Eckert, APS
Jeff Mulbery, BH

VICINITY MAP

ALBUQUERQUE PUBLIC SCHOOLS STADIUM RECREATIONAL COMPLEX & HS / K8 SITE

APRIL 13, 2011

N

1000 500 0 1000

SCALE: 1"=1000' (@18x24)

P:\20110206\CDP\Plans\General\EXHIBITS\Vicinity Map.dwg
Wed, 13-Apr-2011 - 2:24:pm, Plotted by: AROMERO