

DRB CASE ACTION LOG - BLUE SHEET

- Preliminary/Final Plat [FP]
- Site Plan - Subdivision [SPS]
- Site Plan - Building Permit [SBP]

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

Project #: 1009089 Application #: 12 DRB-70049
Project Name: Hunning Highlands
Agent: Campese, Steve Realty, Inc Phone #:

****Your request was approved on _____ by the DRB with delegation of signature(s) to the following departments - outstanding comments to be addressed****

- TRANSPORTATION: EPC Condition
- ABCWUA:
- CITY ENGINEER / AMAFCA:
- PARKS / CIP:
- PLANNING (Last to sign):

PLATS:

- 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.
 - County Treasurer's signature must be obtained prior to the recording of the plat with 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.

ALL SITE PLANS:

- 3 copies of the approved site plan. Include all pages.

Project# 1003272
11DRB-70074 MAJOR – SITE
DEVELOPMENT PLAN FOR
BUILDING PERMIT 

DAC ENTERPRISE INC agent(s) for LEGACY HOSPITALITY request(s) the referenced/ above action(s) for all or a portion of Lot(s) 4-A-1-A, **ALBUQUERQUE WEST Unit(s) 2**, zoned SU-1 PDA & C-3, located on HIGH ASSETS WAY NW bewteen ALL SAINTS RD NW and EAGLE RANCH RD NW, south of PASEO DEL NORTE NW containing approximately 1.5401 acre(s). (C-13) [*Deferred from 4/27/11, 5/11/11, 6/1/11, 6/8/11, 6/15/1, 7/13/11, 7/27/11, 8/10/11, 8/24/11, 8/31/11, 9/28/11, 10/12/11, 11/2/11, 11/30/11, 12/7/11, 1/4/12, 2/1/12*] **DEFERRED TO 3/7/12 AT THE AGENT’S REQUEST.**


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

7. **Project# 1007095**
12DRB-70038 EPC APPROVED SDP
FOR BUILD PERMIT 

J. KORY BAKER, ARCHITECT agent(s) for EIGHTY SIXTH LIMITED PARTNERSHIP request(s) the above action(s) for all or a portion of Lot(s) 1, **LANDS OF BARRETT** zoned SU-2/RD 9 DU/AC, located on 86TH ST SW BETWEEN SAN IGNACIO SW AND SAGE SW containing approximately .994 acre(s). (L-9)[*Deferred from 2/15/12*]**THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED WITH DELEGATION TO PLANNING FOR THE FILING OF THE PLAT. THE INFRASTRUCTURE LIST WILL BE TIED TO THE PLAT**

8. **Project# 1009089**
12DRB-70049 EPC APPROVED SDP
FOR BUILD PERMIT

CAUWELS & STUVE REALTY & DEVELOPMENT ADVISORS L.L.C. agent(s) for NM ALBUQUERQUE REALTY LLC request(s) the above action(s) for all or a portion of Block(s) A Tract(s) 45, **HUNNING HIGHLANDS** zoned SU-1, located on MARTIN LUTHER KING BETWEEN ELM AND HIGH containing approximately 1.277 acre(s). (K-15) [*Deferred from 2/22/12*] **DEFERRED TO 3/7/12 AT THE AGENT’S REQUEST.**

9. **Project# 1001206**
12DRB-70002 MINOR - SDP FOR
BUILDING PERMIT 

TARA ROTHERWELL-CLARK agent(s) for WELLS FARGO CORPORATE PROPERTIES request(s) the above action(s) for all or a portion of Lot(s) 3G2, **BLACK RANCH**, zoned SU-1, located on SE CORNER OF COORS AND IRVING containing approximately .578 acre(s). (C-13) [*Deferred from 1/11/12, 1/25/12, 2/1/12, 2/8/12, 2/15/12, 2/22/12*] **THE SITE PLAN FOR BUILDING PERMIT WAS APPROVED.**

City of Albuquerque Planning Department

DEVELOPMENT AND BUILDING SERVICES

STANDARD APPLICATION, Paper Plans Required

DEVELOPMENT REVIEW BOARD

02/14/2012 Issued By: BLDAVM 136421

Category Code **910**
2012 070 049

Application Number: 12DRB-70049, Epc Approved Sdp For Build Permit

Address:

Location Description: MARTIN LUTHER KING BETWEEN ELM AND HIGH

Project Number: 1009089

Applicant

NM ALBUQUERQUE REALTY LLC

235 ELM ST
ALBUQUERQUE NM 87102

Agent / Contact

CAUWELS & STUVE REALTY & DEVELOPMENT
ADVISORS L.L.C.

8814 HORIZON BLVD NE #400
ALBUQUERQUE NM 87113
2665711

Application Fees

441018/4943000	APN Fee	
441032/3416000	Conflict Mgmt Fee	\$20.00
441006/4958000	DRB Actions	
TOTAL:		\$20.00

City Of Albuquerque
Treasury Division

2/14/2012 11:26AM LOC: ANNX
WSH 007 TRANSH 0024
RECEIPT# 00153991-00153991
PERMITH 2012070049 TRSSVC
Trans Amt \$20.00
Conflict Manag. Fee \$20.00
VI \$20.00
CHANGE \$0.00

Thank You



City of Albuquerque
Parks and Recreation Department
PO Box 1293, Albuquerque, New Mexico 87103
Inter-Office Correspondence
Development Review Board Comments

Project Number: 1009089
Application Number: 12DRB70049

DRB Date: 2/22/2012
Item Number: 3

Subdivision: Huning Highlands
Portion of Block 45, Tract A, Huning Highlands

Zoning: SU-1

Zone Page: -K-15

New Lots (or units) 0

Request for:

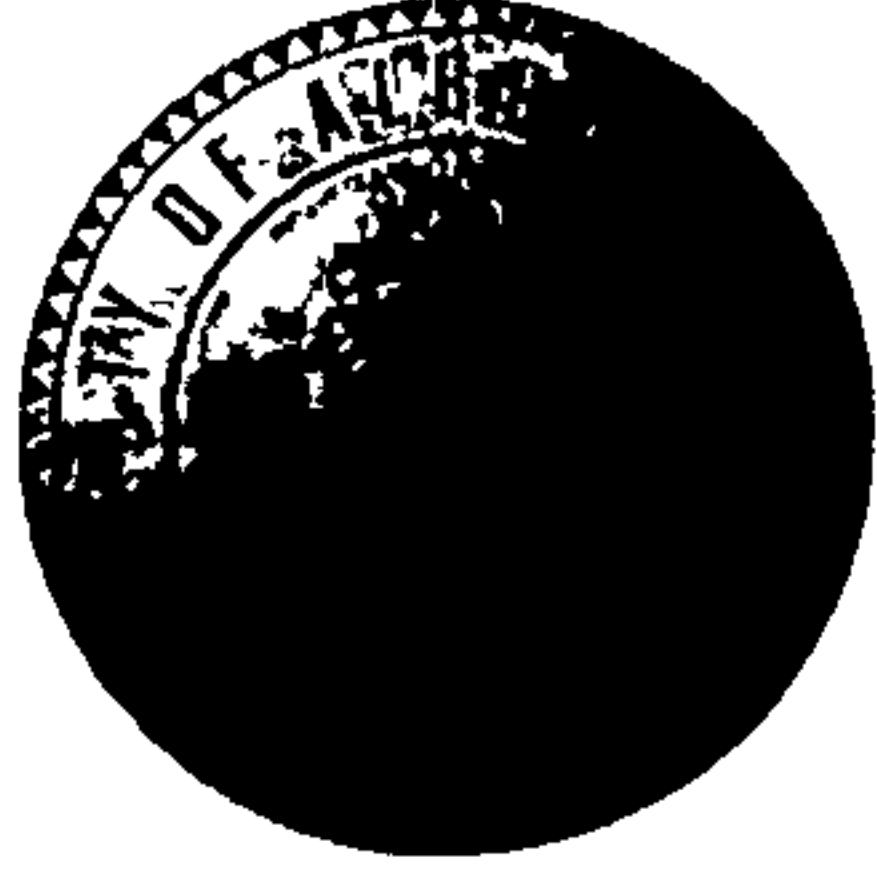
- Sketch Plat Review & Comment
- Bulk Land Variance
- Site Development Plan for Subdivision
- Site Development Plan for Building Permit
- Preliminary Plat
- Final Plat
- Vacation of Public RoW
- Vacation of Public Easement
- Vacation of Private Easement
- Temp. Deferral of Sidewalk Construction
- Sidewalk Variance
- SIA Extension
- Other

Parks and Recreation Comments:

Please change words "trail access" to "bike lane"...along Martin Luther King Blvd on the Site Plan for Building Permit.

Signed: Carol S. Dumont
Carol S. Dumont, Parks & Recreation

Phone: 768-5387



City of Albuquerque
Parks and Recreation Department
 PO Box 1293, Albuquerque, New Mexico 87103
 Inter-Office Correspondence
Development Review Board Comments

Project Number: 1009089
Application Number: 12DRB70049

DRB Date: 2/22/2012
Item Number: 3

Subdivision: Huning Highlands
 Portion of Block 45, Tract A, Huning Highlands

Request for:

- Sketch Plat Review & Comment
- Bulk Land Variance
- Site Development Plan for Subdivision
- Site Development Plan for Building Permit
- Preliminary Plat
- Final Plat
- Vacation of Public RoW
- Vacation of Public Easement
- Vacation of Private Easement
- Temp. Deferral of Sidewalk Construction
- Sidewalk Variance
- SIA Extension
- Other

Zoning: SU-1

Zone Page: K-15

New Lots (or units) 0

Parks and Recreation Comments:

Please change words "trail access" to "bike lane"... along Martin Luther King Blvd on the Site Plan for Building Permit.

Signed: Carol S. Dumont
 Carol S. Dumont, Parks & Recreation

Phone: 760-5387

PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
TRANSPORTATION SECTION

DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO: 1009089

AGENDA ITEM NO: 8

SUBJECT:

SITE PLAN FOR BUILDING PERMIT

ENGINEERING COMMENTS:

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.

All easements must be shown.

Clarify how EPC Condition 4c (“A cross access easement and shared parking agreement are required between Tracts A and B, and a copy of the shared parking agreement will need to be provided at DRB for all tracts specific to specialty hospital parking use.”) is met. Provide recording information.

Sidewalk, a minimum of 6 feet in width, must be provided along Martin Luther King Boulevard.

The proposed monument sign may interfere with the sight distance of the entrance. Please provide a sight distance exhibit.

What is the current status of the 16-foot wide alleyway? Has this alleyway been vacated?

RESOLUTION:

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

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

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

SIGNED:

Kristal D. Metro
Transportation Development

505-924-3991

DATE: FEBRUARY 29, 2012

CITY OF ALBUQUERQUE



CITY OF ALBUQUERQUE PLANNING DEPARTMENT HYDROLOGY DEVELOPMENT SECTION DEVELOPMENT REVIEW BOARD MEMO

DRB PROJECT NO: 1009089

AGENDA ITEM NO: 8

SUBJECT:

Site Plan for Building Permit

ENGINEERING COMMENTS:

Hydrology has no objection.

RESOLUTION/COMMENTS:

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

SIGNED:

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

DATE: 2-29-12

Complete

DRB CASE ACTION LOG - BLUE SHEET

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- Site Plan - Building Permit [SBP]

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

Project #: 1009089 Application #: 12DRB-70049
 Project Name: Hunning Highlands
 Agent: Cannels & Stone Realty Inc. Phone #:

****Your request was approved on 3-7-12 by the DRB with delegation of signature(s) to the following departments - outstanding comments to be addressed****

TRANSPORTATION: comply w/ E/C condition

ABCWUA:

CITY ENGINEER / AMAFCA:

PARKS / CIP:

PLANNING (Last to sign):

PLATS:

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: _____
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- Property Management's signature must be obtained prior to Planning Department's signature.
- AGIS DXF File approval required.
- Copy of recorded plat for Planning.

ALL SITE PLANS:

3 copies of the approved site plan. Include all pages.

TO: JACK CLOUD

I REQUEST DEFERRAL FOR ONE WEEK TO 3/7
FOR PROJECT # 1009089 IN ORDER
TO SATISFY COMMENTS FROM TRANSPORTATION,

M. W. Haley

MARK HALEY
CROWEL & STIVE RDA

AGENT FOR

NH ALBUQUERQUE REALTY LLC



Supplemental Form (SF)

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

- Annexation
- Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plan boundaries)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)

L A APPEAL / PROTEST of...

- Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, 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): MARK W. HALEY PHONE: 573-7182
 ADDRESS: 8814 HORIZON BOVD. NE FAX: 255-9922
 CITY: ALB. STATE NM ZIP 87113 E-MAIL: mhalley@caowels-stove.com
 APPLICANT: NM ALBUQUERQUE REALTY LLC PHONE: _____
 ADDRESS: 235 ELM ST. FAX: _____
 CITY: ALBUQUERQUE STATE NM ZIP 87102 E-MAIL: _____
 Proprietary interest in site: OWNER List all owners: _____

DESCRIPTION OF REQUEST: FINAL SIGN-OFF FOR EPC APPROVED SITE PLAN FOR BUILDING PERMIT

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

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

Lot or Tract No. TRACT A Block: 45 Unit: _____
 Subdiv/Addn/TBKA: HOLLING HIGHLANDS
 Existing Zoning: SU-1 Proposed zoning: _____ MRGCD Map No _____
 Zone Atlas page(s): K-15 UPC Code: _____

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX, Z, V, S, etc.): LUC-87-12, BA-1935, BA-592, BA-1672, ZA-95-19

CASE INFORMATION!

Within city limits? Yes Within 1000FT of a landfill? NO
 No. of existing lots: 1 No. of proposed lots: 1 Total site area (acres): 1.277
 LOCATION OF PROPERTY BY STREETS: On or Near: MARTIN LUTHER KING
 Between: ELM and HIGH

Check if project was previously reviewed by: Sketch Plat/Plan or Pre-application Review Team(PRT) Review Date: _____

SIGNATURE [Signature] DATE 2/14/2012
 (Print Name) MARK W. HALEY Applicant: Agent:

FOR OFFICIAL USE ONLY

Revised: 6/2011

INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>120RB - 70049</u>	<u>CWF</u>	_____	\$ <u>20.00</u>
<input checked="" type="checkbox"/> All fees have been collected	_____	<u>SBP</u>	_____	\$ <u>0</u>
<input checked="" type="checkbox"/> All case #s are assigned	_____	_____	_____	\$ _____
<input type="checkbox"/> AGIS copy has been sent	_____	_____	_____	\$ _____
<input type="checkbox"/> Case history #s are listed	_____	_____	_____	\$ _____
<input type="checkbox"/> Site is within 1000ft of a landfill	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. density bonus	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. fee rebate	_____	_____	_____	\$ _____
				Total
				\$ <u>20.00</u>

Hearing date Feb. 22, 2012

[Signature]
2-14-12
Staff signature & Date

Project # 1009089

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.**

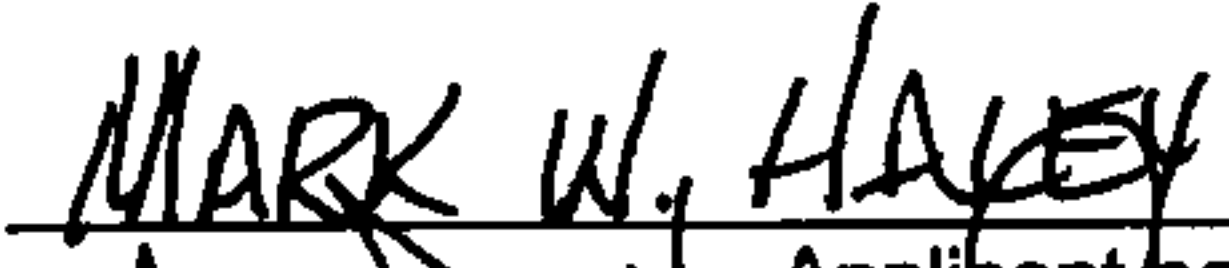


- AMENDED SITE DEVELOPMENT PLAN FOR BUILDING PERMIT (DRB01)** **Maximum Size: 24" x 36"**
- AMENDED SITE DEVELOPMENT PLAN FOR SUBDIVISION (DRB02)** **Maximum Size: 24" x 36"**
 - Proposed amended Site Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - DRB signed Site Plan being amended (folded 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.

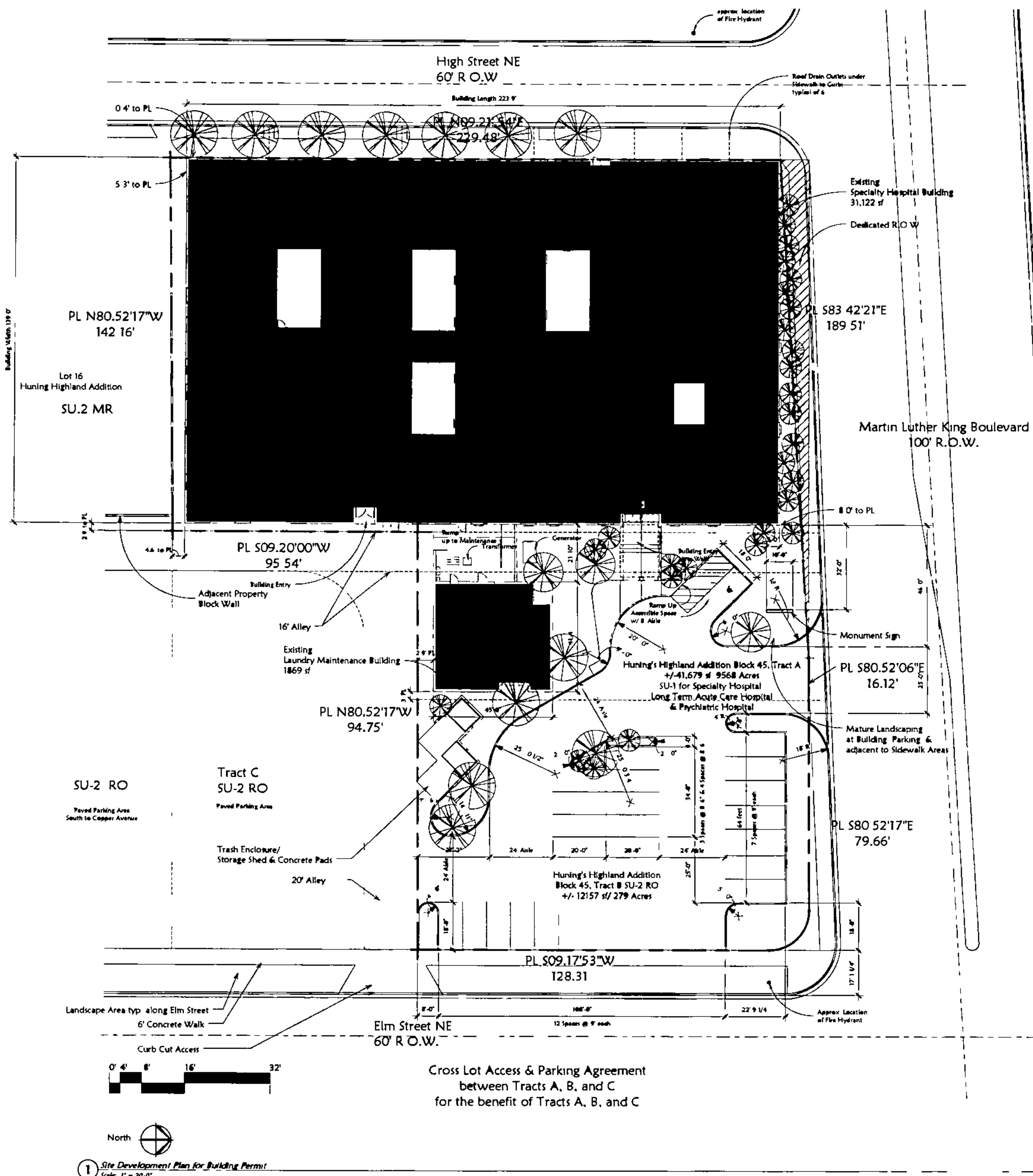

 Applicant name (print)

 Applicant signature / date


Form revised October 2007

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

Application case numbers
12 - DRB - 70049

Planner signature / date
 Project # 1009089



Site Development Plan for Building Permit

Plan Submitted Date:
Thursday 20 December 2011
Resubmitted 14 February 2012

Project Summary

The Project is an Existing Specialty Hospital and a Psychiatric Treatment Facility

Project Data

Legal Description:
Hunting's Highland Addition Block 45, Tract A
City of Albuquerque
Bernalillo County, New Mexico

Project Address:
239 1st Street NE
Albuquerque, New Mexico

Zoning: A-1
K-15.2

Zoning:
Tract A
SU-1 for Hospital
A-1 for Hospital
Special Hospital, Long Term Acute Care Hospital
Psychiatric Hospital, Outpatient Psychiatric Services
and other Ancillary Services related to the aforementioned Hospital Types.
Higher Intensity Hospital Uses are excluded, including Emergency Triage and
Trauma Care.

Approximate Area:
Tract A
Site: 8240 A, +/- 41,679 square feet
Building: Approximately 31,122 square feet
Specialty Hospital: 16,000
28 Unit Psychiatric Treatment Facility: 15,122 sf

Total Building: 46,122 sf
Floor Area Ratio: 24.44 (24.44 / 1000)

Building Data:
Construction Type: IV
Fire Protection System: Full Fire Alarm Coverage
Year Built: Unknown

Building Height: 4 stories
Building Height: 15' 0" at South Entry Porch
20' to 22' to North Entry Porch
25' to 28' to Main Building
Setback: All setbacks are in accordance with the City of Albuquerque Building Code and the City of Albuquerque Zoning Ordinance.

Tract B
412 B
Site: 279 Acre +/- 217 square feet
Full City Description

Total Building: 0 sf
Floor Area Ratio: 0/1000 = 0.0000

Bicycle & Trail Access
Trail Access along Martin Luther King Boulevard

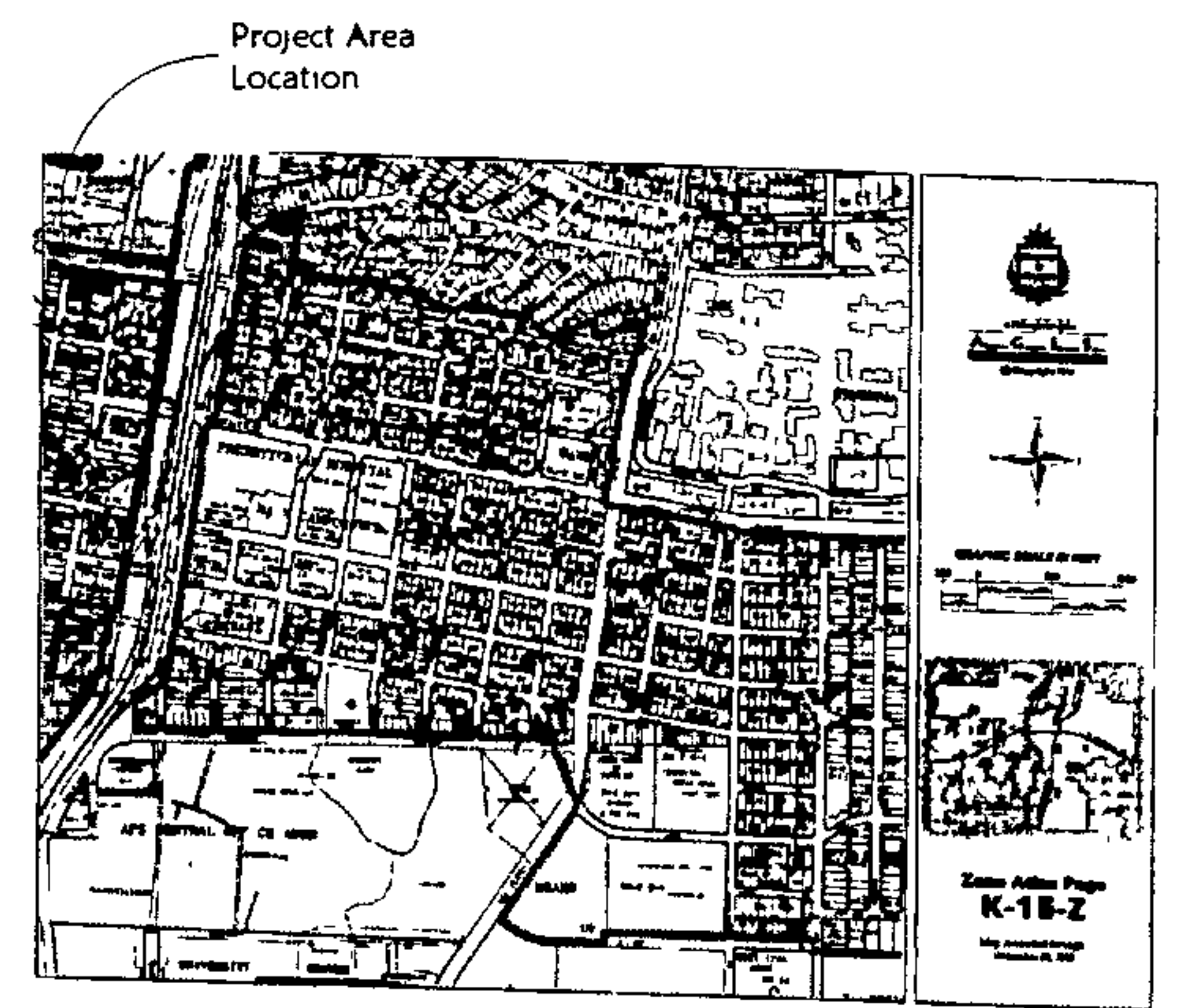
Transit
Main Transit route along the site

Parking
Parking is provided in the following lots using the
Cross Lot Access & Parking Agreement for Tracts A, B, & C
Required: 1 space per 200 sq ft
51 Space = 24 Total Spaces
Van Space Required: 1, Truck Space = 1
Handicap Space: 24, Total Van = 25
Total Parking Spaces Provided = 24

Cross Lot Access & Parking Agreement between Tracts A, B, and C
for benefit of Tracts A, B, and C

Landscaping General Notes
Tract A Landscaping Plan: 100% of site to be landscaped for the site.
Total Site Landscaping: 100% of site to be landscaped for the site.
Total Site Landscaping: 100% of site to be landscaped for the site.

Landscaping Coverage:
Total Site: 41679 sf
Local Site: 100% of site to be landscaped for the site.
Total Site Landscaping: 100% of site to be landscaped for the site.



Project No.	_____
Application No.	_____
EPC Approval	_____
Traffic Engineering/Transportation Division	_____ date
ABCWLA	_____ date
Public and Recreation Department	_____ date
City Engineer	_____ date
Environmental Health Department	_____ date
Solid Waste Management Department	_____ date
EPC Chairperson/Planning Department	_____ date

Resubmitted 14 February 2012

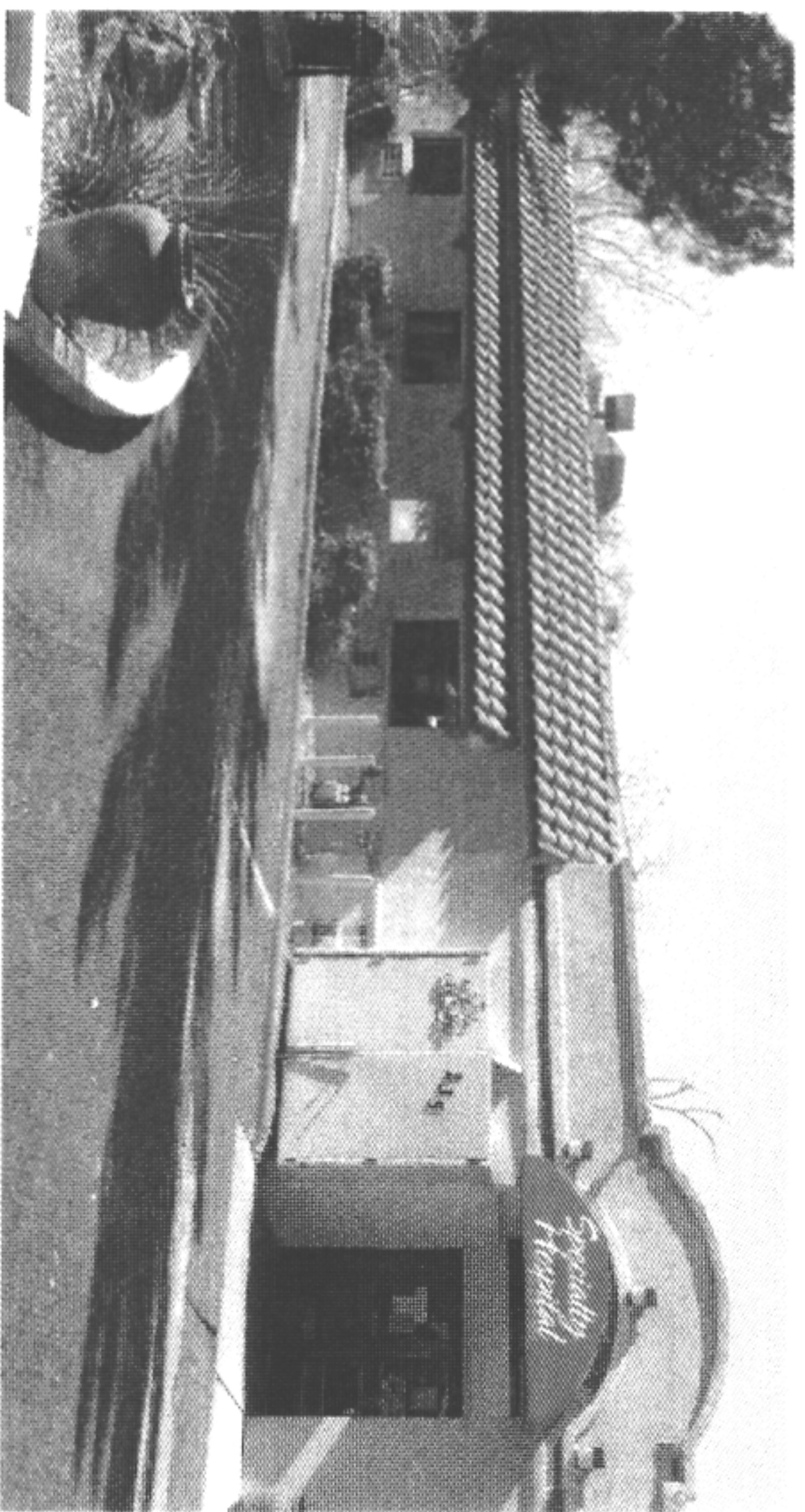
CAUWELLS
Design

1000 Redwood NE
Suite 400
New Mexico 87113
Phone: 505.264.2711
Fax: 505.255.1922
cauwells.com

PROJECT:
Specialty Hospital of
Albuquerque Building
Albuquerque Building Permit

Site Development Building Permit
PROJECT #
N/A

1 Site Development Plan for Building Permit
Scale: 1" = 20'-0"



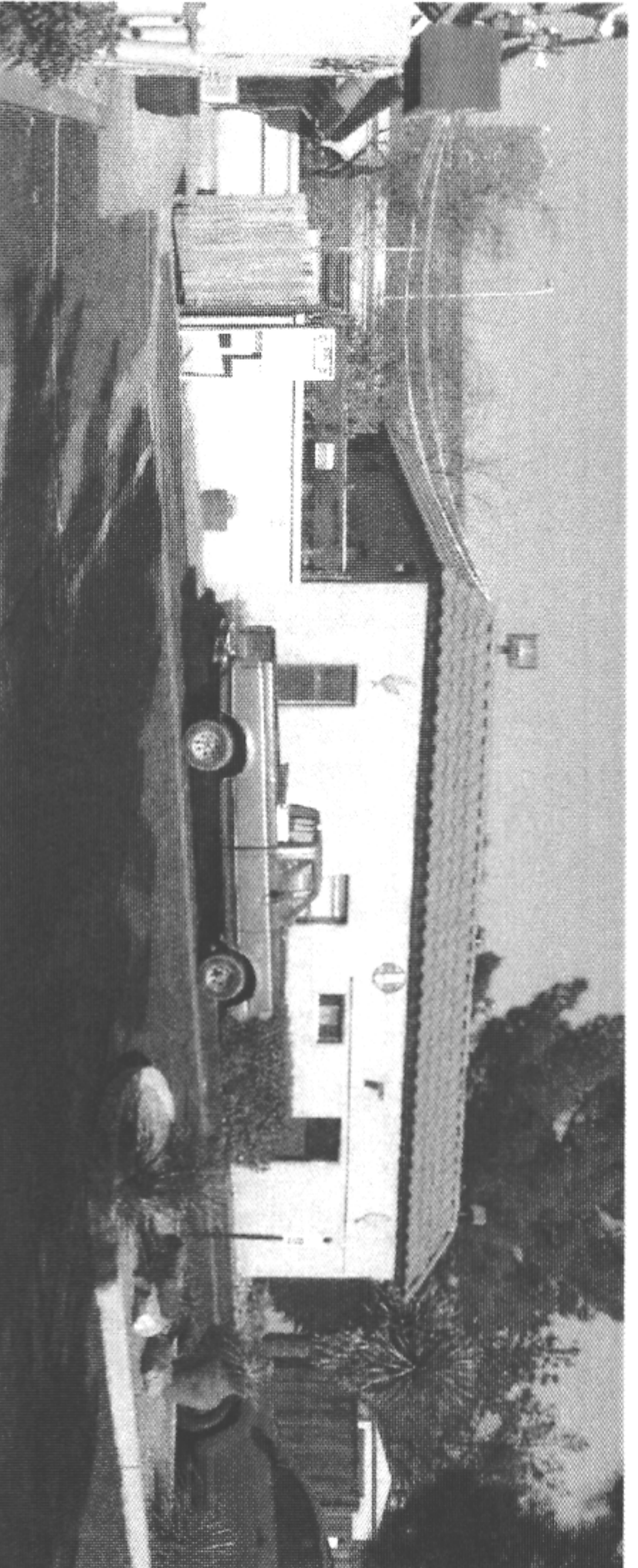
Specialty Hospital of Albuquerque: East Entry



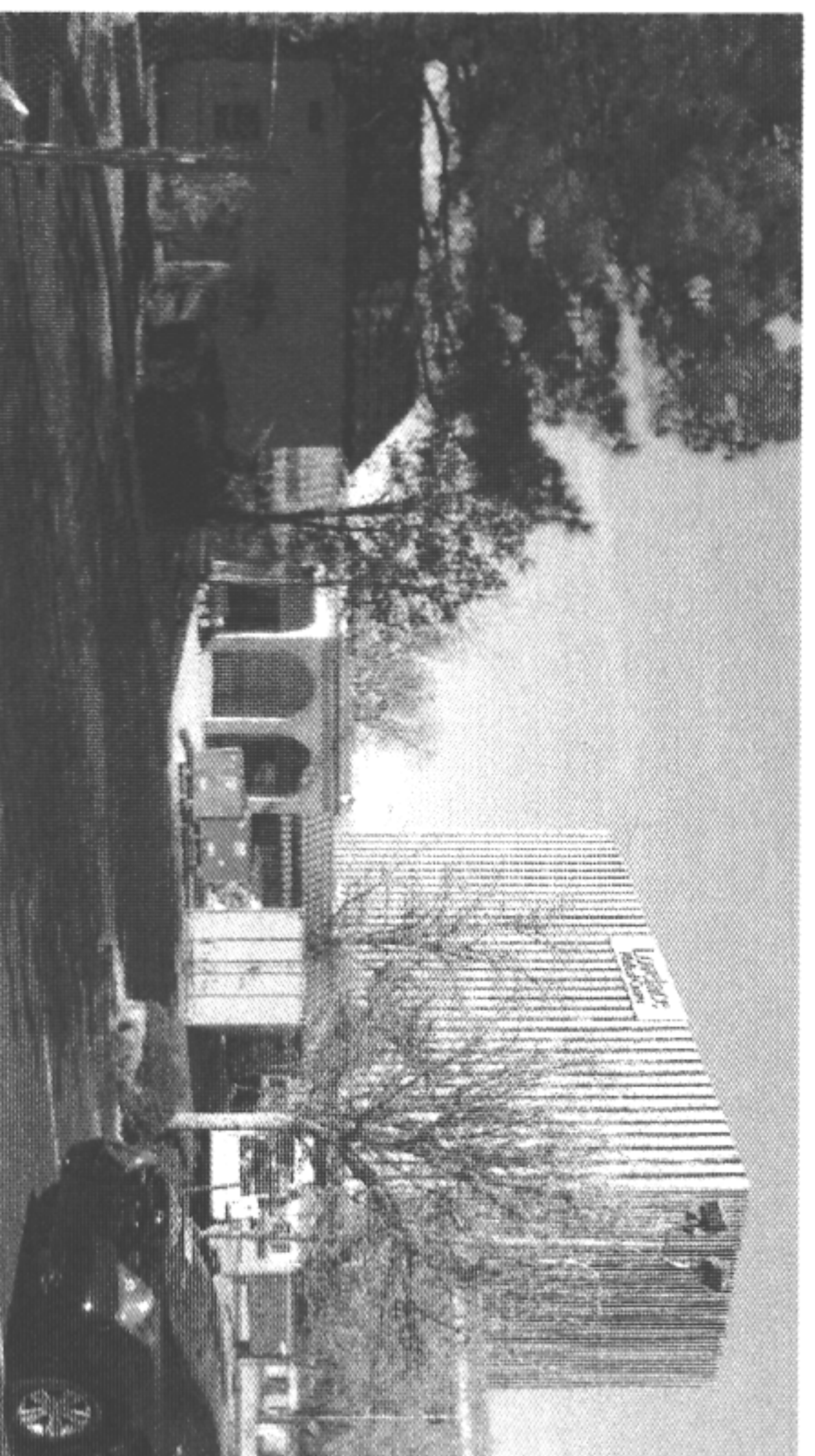
Building North Elevation



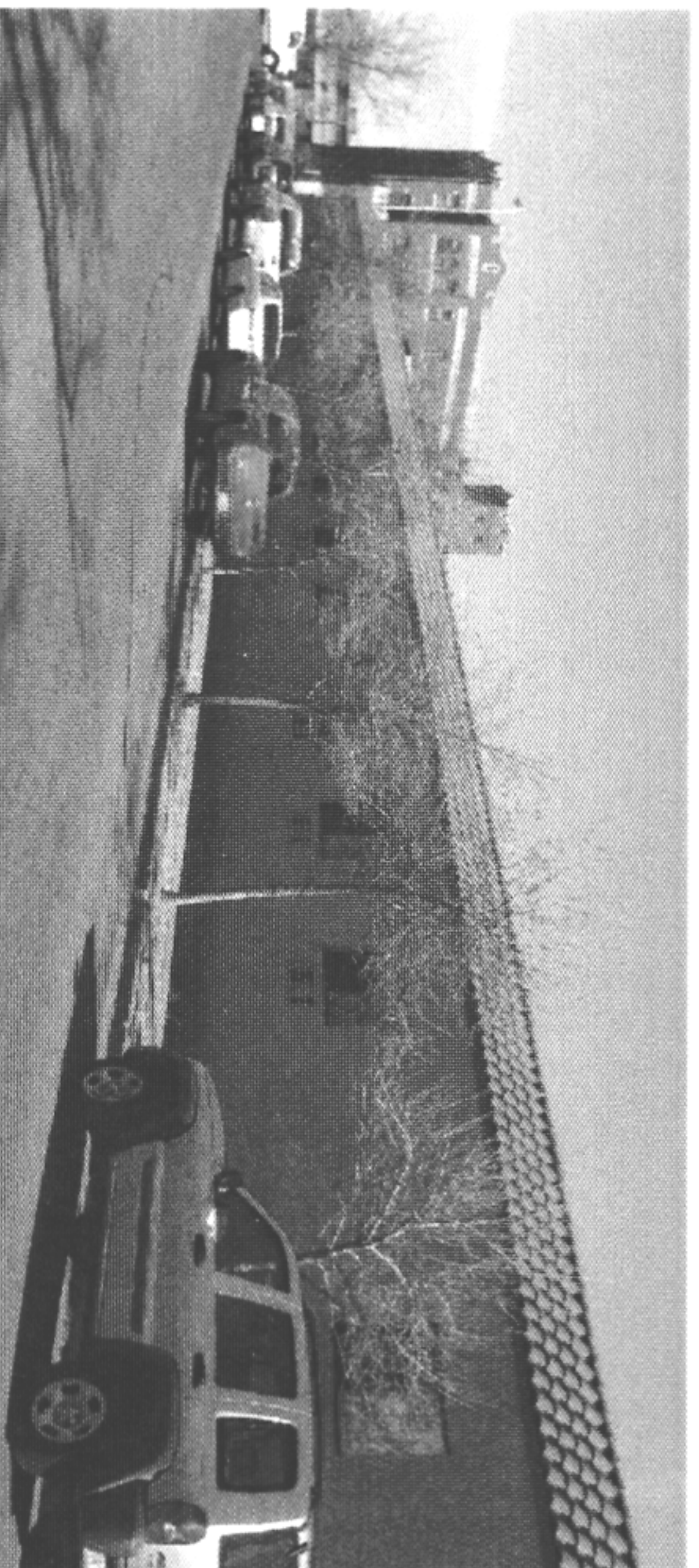
Building Partial West Elevation 1



Laundry & Maintenance Building: South Elevation



Psychiatric Care Facility East Entry



Building Partial West Elevation 2



Facility Signage at North Entry at Martin Luther King Boulevard

Resubmitted 14 February 2012

CAUWELS & STUVE
Construction & Design

707 N. 1st Street, Suite 400
Albuquerque, New Mexico 87111
Phone: 505.248.9222
Fax: 505.248.9222
www.cauwelsstuve.com

PROJECT:
Specialty Hospital of
Albuquerque Building
Albuquerque, NM

Site Development Plan for Building Permit

PROJECT #:
N/A

Building Photographs
A 11

This drawing is a reproduction of the original drawing. It is not to be used for any other purpose without the written consent of the architect. The architect is not responsible for any errors or omissions in this drawing. The architect is not responsible for any construction or other work done in reliance on this drawing. The architect is not responsible for any damage to property or injury to persons resulting from the use of this drawing. The architect is not responsible for any other work done in reliance on this drawing. The architect is not responsible for any damage to property or injury to persons resulting from the use of this drawing.

AMENDMENT TO LEASE

AMENDMENT TO LEASE (this "Amendment"), dated as of January 1st, 2012, between **THE FIRST PRESBYTERIAN CHURCH (U.S.A.) OF ALBUQUERQUE, NM**, a New Mexico non-profit corporation ("Landlord") having an office at 215 Locust Avenue, N.E., Albuquerque, New Mexico 87102, and **SPECIALTY HOSPITAL OF ALBUQUERQUE (THI of Baltimore Inc.)**, a Delaware corporation having an office at 930 Ridgebrook Road, Sparks, Maryland 21152 ("Tenant").

WITNESSETH:

WHEREAS, Tenant and Landlord wish to modify and amend certain terms and provisions of the Existing Lease.

NOW, THEREFORE, Landlord and Tenant, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. *Defined Terms.* All capitalized terms used and not specifically defined in this Amendment shall have the respective meanings assigned to those terms in the Existing Lease. Wherever reference is made in the Existing Lease to "the Lease", "this Lease", "herein", "hereof" or words of similar import, it shall be deemed to refer to the Existing Lease, as amended by this Amendment, and as the same may hereafter be amended, modified, extended, supplemented, renewed, replaced or restated, in accordance with the terms hereof

2. *Amendment to Existing Lease.* Landlord and Tenant agree that the Existing Lease, effective as of the date of this Amendment (the "Effective Date") is hereby modified and amended as follows:

(a) Clause a of Section 2 of the Existing Lease is hereby modified and amended and replaced by the following:

"a. *Initial Term.* The term of this Lease shall commence on January 1, 2012 (the "Effective Date"), and shall continue until December 31, 2017, for a period of Six (6) years from the Effective Date (the "Initial Term")."

(b) The following clause c is hereby added at the end of Section 2 of the Existing Lease:

"c. *Renewal Option Rent.* If within thirty (30) days after Lessor's receipt of Lessee's Notice to Extend, the Lessor has delivered to Tenant a copy of a current bona fide written offer (the "Offer") received by Lessor from an unrelated third party agreeing to lease the Premises for a period of time inclusive of the Extended Term upon substantially the same terms as provided in this Lease and 'agreeing to pay a monthly rental (the "Offered Rental") in excess of the Monthly Rental then

being paid by Lessee hereunder, then Lessee may within twenty (20) days of receipt of the Offer from Lessor notify Lessor that it agrees to pay the Offered Rental amount as the Monthly Rent during the Extended Term, and if Lessee so notifies the Lessor, then the Monthly Rent during the Extended Term shall be the amount of the Offered Rental set forth in the Offer. If Lessee fails to so notify the Lessor, then the Lessee's Notice to Extend shall be deemed cancelled and voided and Lessee shall have no further rights or options to extend the term of this Lease and the term of this Lease shall expire without giving effect to Lessee's Notice to Extend. If Lessor fails to deliver to Lessee an Offer within thirty (30) days of Lessor's receipt of Tenant's Notice to Extend, then the Monthly Rent payable by Lessee during the Extended Term shall be determined "by agreement between the Lessor and Lessee, and Lessor and Lessee agree to use their best good faith efforts to reach an agreement on the amount of such Monthly Rent not later than the 60th day following the Lessor's receipt of Lessee's Notice to Extend.

(c) Section 3 of the Existing Lease is hereby modified and amended by deleting the last sentence thereof and by adding the following at the end thereof:

"Notwithstanding anything to the contrary contained in the foregoing provisions of this Section 3, the Monthly Rent payable from and after January 1, 2012, shall be paid at the following rates and shall not be further adjusted during the Initial Term: \$2,500.00 for each month from January 1, 2012 through December 31, 2013; \$2,650.00 for each month from January 1, 2014 through December 31, 2015; \$2,800.00 for each month from January 1, 2016 through December 31, 2017."

3. *Merger; No Oral Amendment.* All negotiations, considerations, representations and understandings between the parties with respect to the amendment of the Existing Lease are incorporated in this Amendment. This Amendment may not be amended, modified, or otherwise changed without the mutual agreement in writing of the parties hereto.

4. *Full Force and Effect.* Except as specifically set forth herein, the Existing Lease, as modified by this Amendment, shall remain in full force and effect and by their signatures set forth below, Landlord and Tenant do hereby ratify and affirm all, of their obligations under the Existing Lease as amended hereby.

5. *Duplicate Originals; Counterparts.* This Amendment may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Amendment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Amendment.

6. *Effectiveness.* This Amendment shall become effective only upon execution and delivery thereof by Landlord and Tenant. Except as expressly amended by this Amendment, all of the terms, covenants and conditions of the Existing Lease remain and shall continue in full force and effect and are hereby ratified and confirmed.

IN WITNESS 'WHEREOF, Landlord and Tenant have executed and delivered this Amendment as of the date first written above.

LANDLORD
THE FIRST PRESBYTERIAN
CHURCH (U.S.A.) OF ALBUQUERQUE, NM

TENANT
SPECIALTY HOSPITAL OF ALBUQUEQUE

By: Michael G. Elliott
Name: Michael G. Elliott
Title: Church Administrator

By: William R Fox
Name: William R Fox
Title: CEO

STATE OF NEW: MEXICO)
) SS:
COUNTY OF BERNALILLO)

On the 27th day of Sept in the year 2011 before me, the undersigned, a Notary Public-in and for said State, personally appeared Michael G. Elliott. personally known to me or proved to me on the basis of satisfactory "evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city of Albuquerque. New Mexico.

[Signature]
Notary Public
My Commission Expires:
01/25/2014

STATE OF New Mexico)
) SS:
COUNTY OF Bernalillo)

On the 27th day of Sept in the year 2011 before me, the undersigned, a Notary Public-in and for said State, personally appeared William R. Fox. personally known to me or proved to me on the basis of satisfactory "evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city of Albuquerque.

[Signature]
Notary Public
My Commission Expires:
01/25/2014

LEASE

This Lease made and entered into this ^{30th} day of December, 1994 by and between THE FIRST PRESBYTERIAN CHURCH OF ALBUQUERQUE, a New Mexico non-profit corporation, hereinafter designated as "Lessor," and HORIZON HEALTHCARE CORPORATION, a Delaware corporation, hereinafter designated as "Lessee "

WITNESSETH:

1 Lease of Premises. Lessor hereby leases to Lessee and Lessee hereby hires and takes from Lessor the following real estate located in the City of Albuquerque, County of Bernalillo, State of New Mexico, to wit (the "Premises")

See Exhibit "A" attached hereto and incorporated herein by reference

2 Term of Lease

a *Initial Term.* The term of this Lease shall commence on October 1, 1994 (the "Effective Date"), and shall continue for a period of five (5) years from that date (the "Initial Term")

b *Options to Extend.* Provided Lessee is not in default at the end of the Initial Term or any Extended Term (defined below), as the case may be, or at the time Lessee exercises any option to extend (in accordance with this Section 2b) under the terms of this Lease, Lessee will have the right to extend this Lease for two (2) periods of five (5) years each (each such additional term shall be referred to herein as an "Extended Term"), commencing immediately following the end of the Initial Term or the immediately preceding Extended Term, as the case may be. The Lease during any Extended Term shall be on the same terms and conditions as during the Initial Term, including the obligation to pay Rent. In the event Lessee desires to exercise any option to extend granted in this Section 2b, Lessee shall give Landlord written notice ("Notice to Extend") not less than ninety (90) days, and not more than one hundred eighty (180) days, prior to the expiration of the Initial Term or the immediately preceding Extended Term, as the case may be. If Lessee fails to give Landlord any such notice, then such option to extend and all future options to extend granted in this Section 2b shall be null and void and of no further force or effect.

^{October 1, 1994}
3 Rent Lessee and Lessor agree that rent for the use of the Premises during the Initial Term shall be \$1,500.00 (the "Monthly Rent") payable monthly on the first day of each month commencing ~~November~~ ^{October} 1, 1994, provided, however, on each anniversary date of the Effective Date, the Monthly Rent shall be adjusted (as adjusted each year, the "Adjusted Monthly Rent") by either increasing or decreasing the Monthly Rent or the Adjusted Monthly Rent, as the case may be, for the

preceding year based upon the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) or any successor index, by which is meant its equivalent or any replacement thereof. During each of the Extended Terms, the Adjusted Monthly Rent at the outset of each Extended Term shall be increased an additional ten percent (10%) by applying the factor of 1.1 times the dollar amount of the Adjusted Monthly Rent.

4 Construction and Improvements to the Premises.

a Lessee agrees to crack fill, reseal and restripe the entirety of the parking lot of the Premises and thereafter agrees to maintain such improvements. In addition, Lessor and Lessee agree that Lessee shall have the right to undertake the following improvements to the Premises:

On the East side of the Premises, Lessee shall (i) remove twenty-eight (28) existing juniper shrubs, (ii) install approximately 1,800 square feet of sod on prepared soil, and (iii) modify the existing sprinkler system.

On the South side of the Premises, Lessee shall remove and replace approximately 600 square feet of 75" of crushed gravel.

On the West side of the Premises, Lessee shall trim the existing trees approximately three (3) feet above grade and remove and replace shredded bark.

Said improvements and alterations shall be performed and completed in good and workmanlike manner in strict conformity with each and every applicable ordinance, state, rule and regulation of any municipality or political subdivision that now has, or in the future may have jurisdiction over the Premises. Lessee agrees to maintain said improvements in a manner consistent with Section 13 hereinbelow.

b To the extent previously approved by Lessor, Lessee shall have the right from time to time to construct additional improvements on said property or to alter or remodel existing ones. Said improvements and alterations shall be erected and completed in good and workmanlike manner in strict conformity with each and every applicable ordinance, state, rule and regulation of any municipality or political subdivision that now has, or in the future may have, jurisdiction over the Premises or other public or governmental authority regulating or relating to the specifications for the design, engineering, construction and equipment of improvements of the class and type to be constructed.

c Lessee agrees to pay all costs, expenses and liabilities arising out of or in any way connected with the construction of said improvements or any subsequent alterations or improvements made by Lessee and at all times to indemnify and save Lessor harmless from and against any such costs, expenses and liabilities, including, but not by way of limitation, all

liabilities for any mechanic's, laborer's, and/or materialmen's liens and either liens of a similar nature. Notwithstanding this paragraph, if Lessee shall construct additional facilities or alter or remodel additional facilities, architectural approval shall be secured from Lessor, which will not be unreasonably withheld or delayed.

5 Taxes, Utilities and Charges

a Lessor agrees to pay and discharge before delinquency all real property taxes, based upon the 1994 rate, Lessee will pay any increase in Ad Valorem taxes above this level upon the receipt of a bill from the Lessor. Lessee agrees to pay all other taxes, levies, charges or assessments, general or special, including all utility charges, applicable to the Premises and any property located thereon, which during the term hereof may be accrued, payable, assessed or imposed upon the Premises and any property located hereon, in respect to the Premises or the ownership, occupancy, use or possession thereof or of any property located thereon. The Lessee shall have the right to contest the validity or amounts of any such taxes, assessments and charges and for that purpose may institute such proceedings in the name of Lessor or Lessee deems necessary, provided, however, that any expenses incurred thereby shall be paid by Lessee. Lessor agrees to execute such directions to the taxing and utility authorities as may be necessary to cause all invoices and notices relating to taxes, assessments and charges payable by Lessee to be mailed directly to Lessee, and if any such invoice or notices are received by Lessor, Lessor shall delivery the same promptly to Lessee. Any assessments for paving on the Premises shall be paid by Lessee.

b In the event Lessee shall fail to perform the covenants and agreements set forth in this paragraph, the Lessor may, at its option, make any payment on which the Lessee shall have defaulted and in such event, the Lessee agrees to repay to the Lessor, upon demand, the full amount as paid and expended by Lessor, upon demand, the full amount as paid and expended by Lessor, together with interest thereon at the rate of ten percent (10%) per annum. Lessee shall not, by reason of the foregoing provision, be required to pay any corporation franchise tax or fees against the Premises on account of any real property of Lessor, except as provided herein.

c In addition to the foregoing, Lessee shall pay its pro rata share of water and electricity used in maintaining the improvements to the Premises identified in Section 4a hereinabove and in providing lighting to the Premises. Lessor and Lessee shall mutually agree on the amount of said charges or in the event, Lessor and Lessee should be unable to so agree, Lessee agrees to submeter said utilities.

6 Possession and Use

a The Lessee may use the Premises only for parking lot purposes without prior approval from Lessor which approval shall not be unreasonably withheld or delayed. Use of

the Premises for nursing home parking will conform with applicable laws. Specifically, the Premises shall contain approximately fifty-six (56) parking spaces within Lots 4 through 10, inclusive, containing approximately 44,553 rentable square feet. Lessee shall identify and mark said parking spaces for the use of Lessee including approximately six (6) no parking spaces.

b Nursing home parking will not be permitted in adjacent church parking areas.

c During Easter, Christmas Eve, and church services generally, when the church parking lot(s) is or are full, the Lessor may use unoccupied parking places on the Premises at the sole risk of the Lessor. For other religious days or holidays, Lessor will request approval from the Lessee.

d Dumpsters used by the Lessee in the operation of the nursing home or ancillary businesses will be kept on the Premises or other premises owned by Lessee.

7 Liability for Use of Premises Except as set forth in Section 6c hereinabove, whereby not otherwise specifically excepted in this lease, Lessee covenants and agrees that Lessor shall be free from liability and claim for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever, and to whomsoever belonging, including Lessee's, from cause or causes whatsoever while in, upon or in any way connected with the Premises during the term of this Lease or any extension thereof, or any occupancy hereunder. Lessee hereby covenants and agrees to indemnify and save harmless Lessor from all liability, loss, costs and obligations on account or arising out of any such injuries or losses, however occurring. Lessor agrees that Lessee shall have the right to contest the validity of any and all such claims and defend, settle and compromise any and all such claims of any kind or character and by whomsoever claimed, in the name of Lessor, as Lessee may deem necessary, provided, however, that the expenses thereof shall be paid by Lessee.

8 Insurance Lessee agrees that during the term of this Lease or any extension or renewal hereof, there will be maintained in force an insurance policy which will name Lessor and Lessee or any Assignee or Sublessee or Lessee as insureds against all liability resulting from injury occurring to persons or property in or about the Premises, the liability under such insurance to be not less than \$300,000.00 for any one person injured, \$500,000.00 for any one accident, and \$100,000.00 for property damage.

9 Liability for Damage or Destruction: Lessee shall bear all risks or any loss, damage or destruction of the Premises or improvements thereon from any cause whatsoever, and there shall be no abatement in rent by virtue of Lessee's inability to use the Premises arising from any cause, except as provided in Paragraph 10. If the Premises or improvements thereof shall suffer any loss or be damaged or destroyed by fire, windstorm, lightning, explosion, riot, damage from falling aircraft, vehicular collision or any other cause, Lessee shall, at its own cost and expense, make good the loss, damage or destruction. Lessor shall pay to Lessee any amounts received by it under any fire or extended insurance policy and the Lessee shall apply the proceeds thereof to the repair or restoration of the improvements.

10 Condemnation If, during the term of this Lease, the entire Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate and both the Lessor and Lessee shall appear or intervene in the judicial proceedings in which such power is asserted and award shall be apportioned between Lessor and Lessee as the Court shall determine. In the event of a partial taking, rent shall be abated in proportion to the Lessee's loss of beneficial use as a result of such taking, or in the opinion of Lessee such taking shall materially interfere with the peaceful or profitable occupation of the demised Premises, the Lessee may, at its option, wholly terminate this Lease by giving notice to Lessor of its intention to do so.

11 Easements and Dedication for Utilities and Streets: Lessor agrees, at the request of Lessee, to grant such easements, as may be necessary to enable the Premises to be adequately served by gas, electricity, water, sewer and telephone utilities, and to dedicate to public use such portions of the Premises as may be required by any governmental authority for streets, alleys, parkways or other use as a condition of permitting Lessee or erected improvements upon the Premises

12 Lessor's Access to Premises. Lessor, or their agent or nominee, shall at all reasonable times during normal business hours have access to the Premises for the purpose of examining or inspecting the condition thereof, to exhibit the Premises to prospective purchasers, to determine if Lessee is performing the covenants and agreements of this Lease, and to post such reasonable notices as Lessor may desire to protect the rights of Lessor

Repairs Except as may be otherwise provided in this Lease, Lessee, at Lessee's sole cost and expense, shall maintain and keep in good and sanitary condition and repair the Premises and all buildings and improvements constructed by Lessee, including all paved parking areas, and upon termination of this Lease, Lessee shall peacefully surrender possession of the Premises and all buildings, improvements and fixtures thereon-except as provided for elsewhere in this Lease (see paragraph 19B) - in as good condition as the same are at the time of completion of construction, reasonable wear and tear excepted

14 Title Evidence Lessor hereby warrants that it holds good and merchantable title to the Premises, free and clear of all easements, covenants, conditions, restrictions, liens and encumbrances

15 Default by Lessee and Remedies of Lessor If any one of the following events (herein called "events of default") shall occur:

a Lessee shall neglect or fail to pay any installment of the rent herein reserved at the time and in the manner herein provided,

b Lessee shall breach or become in default under any provision, covenant or condition of this Lease,

c Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under the present or future federal bankruptcy act or any other present or future applicable federal state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of all or any substantial part of its properties or of the Premises;

d Any execution or attachment shall be issued against Lessee or any of Lessee's property on the Premises as a consequence of which this Lease or the Premises or any part thereof shall be taken or occupied by someone other than Lessee, or Sublessee or Assignee; or

e The Premises shall be abandoned.

In the event of any of the aforesaid, Lessor will give to Lessee thirty (30) days' notice to repossess the Premises, unless Lessee shall have taken action for the purpose of remedying the default and shall in good faith prosecute such action to completion. If not, this Lease shall terminate, expire and come to an end on the date fixed in such last-mentioned notice (which shall be a date not less than thirty (30) days after the date of the giving of such notice) in all respects as if the date fixed in such notice were the date originally fixed in this Lease for the termination or expiration thereof, and as fully and completely, and Lessee shall peaceably surrender the Premises upon the date fixed in such notice, or failing to so do, Lessor may forthwith according to law, by force or otherwise, take possession of or remove any and all of the Premises either by summary proceedings or by other suitable action or proceedings at law or otherwise, without being liable for damages or to prosecution therefor and again have, repossess and enjoy the Premises and Lessee hereby expressly waives the service of any further notice in writing or otherwise of intention to repossess.

No such expiration or termination of this Lease by reason of an incurred event of default shall relieve Lessee of its liability and obligations under this Lease, including the obligation to pay the rent for the term hereof, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Premises or an party thereof shall have been relet, Lessee shall pay to Lessor all rent and other charges required to be paid by Lessee up to the time of such expiration or termination of this Lease, and thereafter Lessee, until the end of what would have been the term of this Lease in the absence of such expiration or termination of this Lease, shall be liable to Lessor for, and shall pay to Lessor as and for liquidated and agreed current damages for Lessee's default, the equivalent of the amount of the rent, and other charges which would be payable under this Lease by Lessee if this Lease were still in effect, less the net proceeds of any reletting after deduction all Lessor's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commission, operating expense, legal expense, reasonable attorney fees, alteration costs and expenses of preparation of such reletting

If the Premises are not relet by the Lessor and Lessee can validate a claim that the Premises could have been relet at a fair market rental, then the Lessee shall pay to the Lessor to the end of what would have been the expiration or termination of this Lease in the absence of the last mentioned notice as and for liquidated and agreed current damages for Lessee's default, the equivalent of the rent and other charges which would be payable under this Lease by Lessee if this Lease were still in effect, less the net of the fair market rent after deducting Lessor's expenses. In no event will the amount due to Lessor be less than zero (0) dollars per month for the current operative period of the Lease

Lessee shall pay such current damages (herein called "deficiency") to Lessor monthly on the days on which the rent would have been payable under this Lease if this Lease were still in effect, and Lessor shall be entitled to recover from Lessee each monthly deficiency as the same shall arise

At any time or from time to time after any such expiration or termination, Lessor may relet the Premises, or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions as Lessor, in its uncontrolled discretion, may determine and may collect and receive the rents therefor. Lessor shall in no way be responsible or liable for any failure to collect any rent due upon any such reletting. Lessor shall, however, make a good faith effort to relet for the maximum possible rental

16 Additional Remedies of Lessor Upon the occurrence of an event of default, Lessor may, in addition to any other remedies available to it, by written notice to Lessee of Lessor's election as to do, take possession of all equipment and fixtures, if any, on the Premises later installed by the Lessee, and Lessee shall execute such instruments as may be necessary or convenient fully to vest in Lessor all of the Lessee's legal and/or equitable title to such equipment

17 Waiver of Breach No waiver of either party of its rights to enforce any provisions hereof, after any default on that part of either party, shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of either party

18 Force Majeure In the event that the obligation of any party to this Lease shall be impossible of performance by reason of any act of God or the elements, shortage or unavailability of necessary materials, supplies or labor, shortage or interruptions of transportation facilities, or because of applicable governmental regulations or restrictions applicable to the Premises or other cause beyond the affected party's control, then in such event, the time for performance of the obligations (including rent payments) of the party as affected shall be extended until the termination of said cause beyond said party's control

19 Quiet Enjoyment and Termination

a Lessor agrees with Lessee that, conditioned upon Lessee's paying the rent herein provided and performing and fulfilling all the covenants, agreements, conditions and

provisions herein to be kept, observed or performed by Lessee, Lessee shall and may at all times during the term hereby granted, peaceably, quietly and exclusively have, hold and enjoy the Premises

b Upon the termination of this Lease, ownership and possession of all buildings or other improvements located upon the Premises, as of said date of termination, and not removed by the Lessee, shall pass to Lessor, provided, however, that Lessee shall have the right, if, but only if, Lessee shall not be then in default hereunder, to remove, within a reasonable time after said termination, any and all buildings, improvements and personal property belonging to Lessee and trade fixtures installed by Lessee, provided further that Lessee shall repair any damage caused to the improvements on the Premises by such removal and return all improvements and personal personal property (i.e light fixtures) at least to their original condition as found when the lease was entered into

c If Lessee shall hold over beyond the expiration of the term of this Lease, it shall be deemed a tenant-at-will and shall peaceably quit the Premises upon demand of Lessor

20 Subletting and Assignment. The Lessee shall have the right to sublet or assign to any person(s), firm(s) or corporation(s), subject, however, to the following provisions:

a The aforesaid right to assignment shall be specifically conditioned upon the assignor notifying Lessor of each such assignment and furnishing Lessor with a copy of said assignment

b Each such assignment shall provide that the assignee take subject to the provisions of this Lease

c No assignment or sublease shall release Lessee or its successors or assigns from any obligations which it is bound to perform pursuant to the provisions of this Lease

d The consent of the Lessor to any assignment or sublease shall not be unreasonably withheld or delayed

21 Notices: All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or by certified United States mail, postage prepaid, with return receipt requested, to the parties at the following address:

Lessee Horizon Healthcare Corporation
 Attn Neal M. Elliott
 6001 Indian School Road, N E , Suite 530
 Albuquerque, New Mexico 87110
 (505) 881-4961

Copy to Horizon Healthcare Corporation
Attn: Scot Sauder
6001 Indian School Road, N.E., Suite 530
Albuquerque, New Mexico 87110
(505) 881-4961

Lessor First Presbyterian Church of Albuquerque
Attn: Conrad Rocha
215 Locust, N.E.
Albuquerque, New Mexico 87110

22 Recordation of Lease The parties agree that if either party desires that this Lease be placed on public record, that a memorandum of the Lease rather than the Lease itself shall be recorded. It is further agreed, however, that the full Lease shall be recorded in the event that any title company insuring title for Lessor, Lessee, or any lending institution from which Lessee obtains a loan, shall require such recording.

23 Successors This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

24 Governing Law: All questions respecting this Lease, its validity and interpretation of its terms shall be governed by the laws of the State of New Mexico.

25 Entire Agreement. This Lease and the covenants and agreements set forth herein are and shall constitute the entire agreement between the parties unless amended by subsequent written supplemental agreement. Each party to this Lease hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, expressed or implied, to such party other than those expressly set forth herein, and that each party in entering into and executing this Lease has not relied upon any warranties, representations, covenants or agreements other than those expressly set forth herein.

IN WITNESS WHEREOF, the said parties have hereunto executed this Lease the day and year first above written

LESSEE

HORIZON HEALTHCARE CORPORATION,
a Delaware corporation

By: Michael A. Joffe
Its: Senior Vice President

LESSOR

FIRST PRESBYTERIAN CHURCH OF
ALBUQUERQUE, a New Mexico non-profit
corporation

By: [Signature]
Its: Church Administrator

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

The foregoing instrument was acknowledged before me this 30th day of December, 1994, by Michael A. Jeffries, the Senior Vice President of HORIZON HEALTHCARE CORPORATION, a Delaware corporation, in behalf of said corporation and by authority of its Board of Directors.

[Signature]
Notary Public
My Commission Expires: 12-11-98

12-11-98

[SEAL]

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

The foregoing instrument was acknowledged before me this ___ day of _____, 199__ by _____, the _____ of FIRST PRESBYTERIAN CHURCH OF ALBUQUERQUE, a New Mexico non-profit corporation, in behalf of said corporation and by authority of its Session.

Notary Public
My Commission Expires: _____

[SEAL]

EXHIBIT "A"

The premises shall include:

the following parcel which shall be used primarily by the Lessee and shall be identified and marked as provided in the Lease Agreement of which this Exhibit "A" is a part:

TR C OF PLAT SHOWING TRS A B & C
BLK 45 HUNINGS HIGHLAND ADDN
CONT 10,603 SQ FT +/-

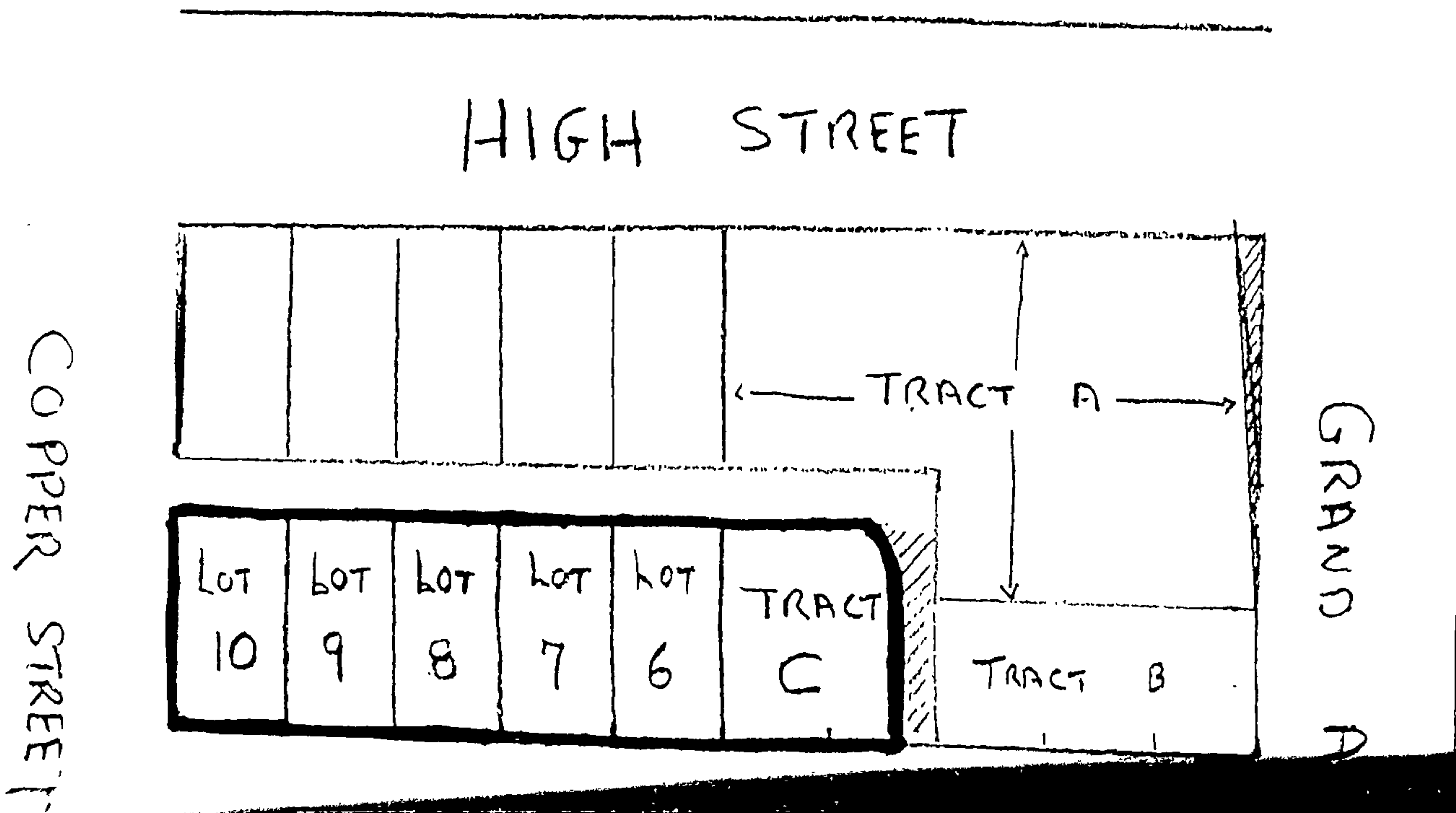
AND

LOT NUMBERED 6
BLK 45 HUNINGS HIGHLAND ADDN

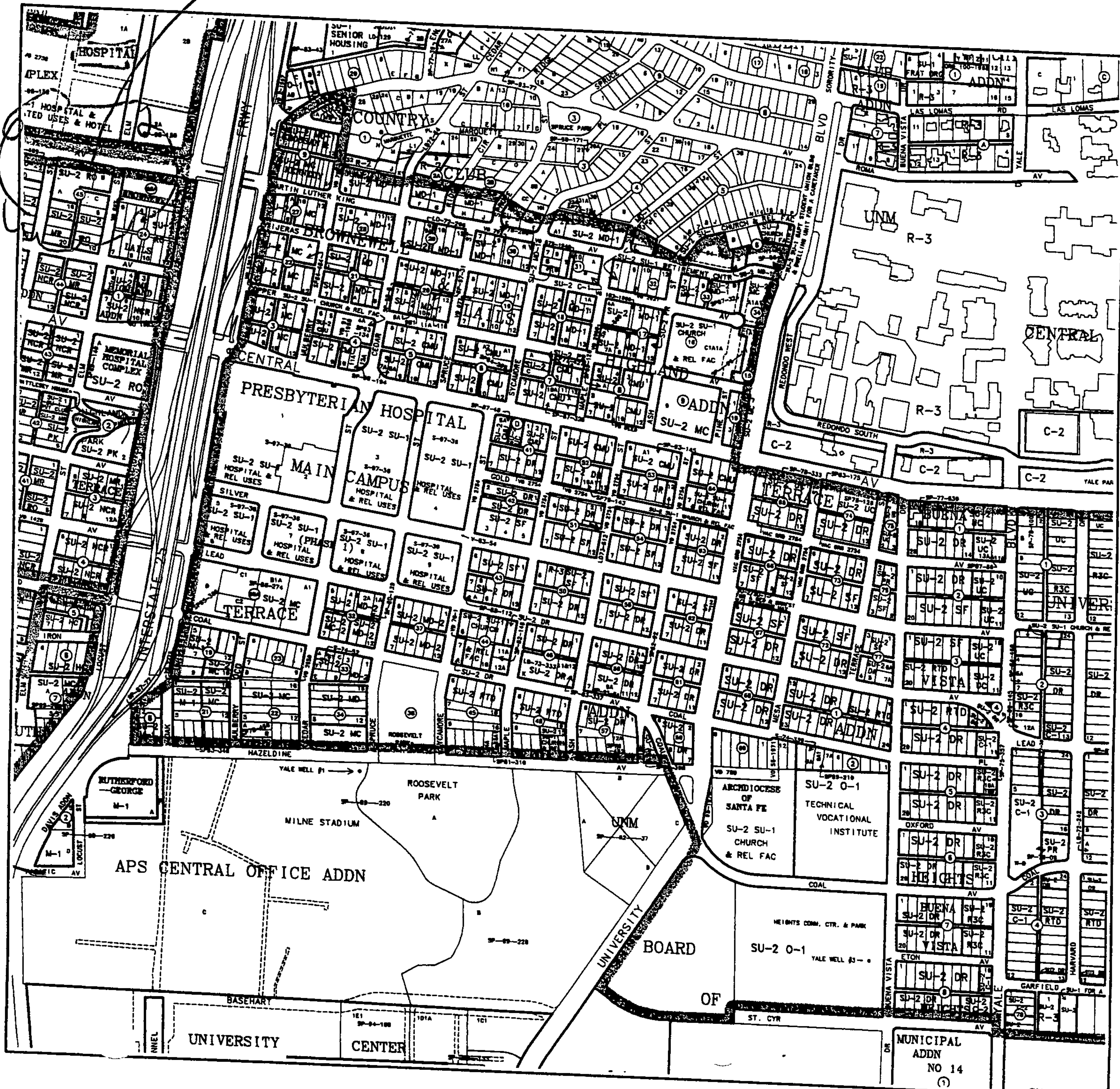
and the following parcels which shall be used primarily by the Lessor:

LOTS NUMBERED 7, 8, 9 AND 10
BLK 45 HUNINGS HIGHLAND ADDN

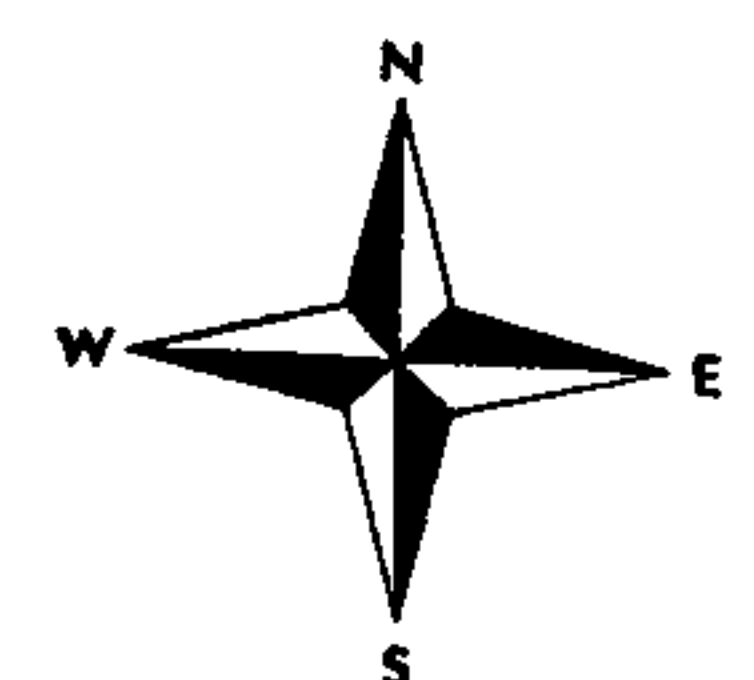
and as shown on the drawing provided herein.



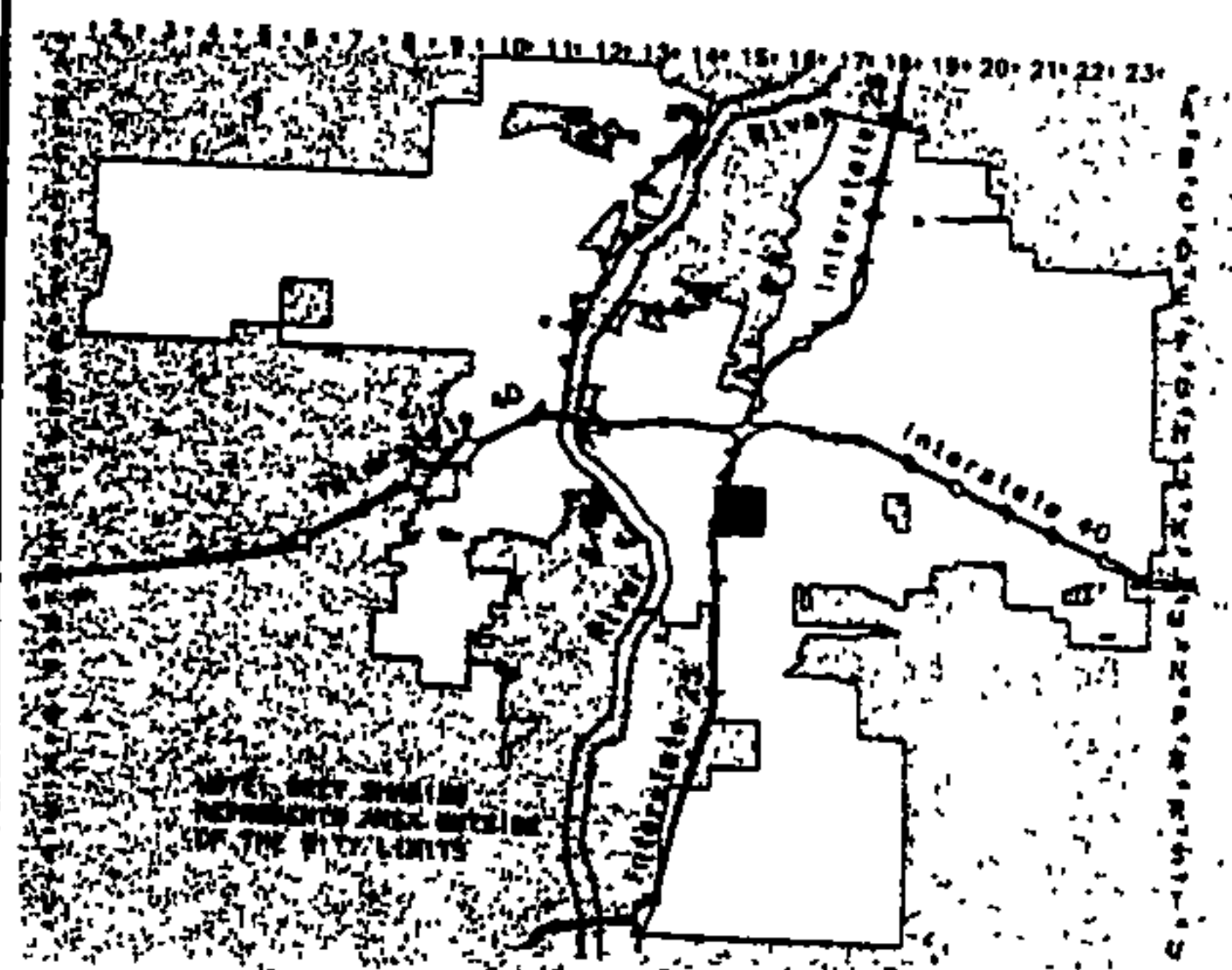
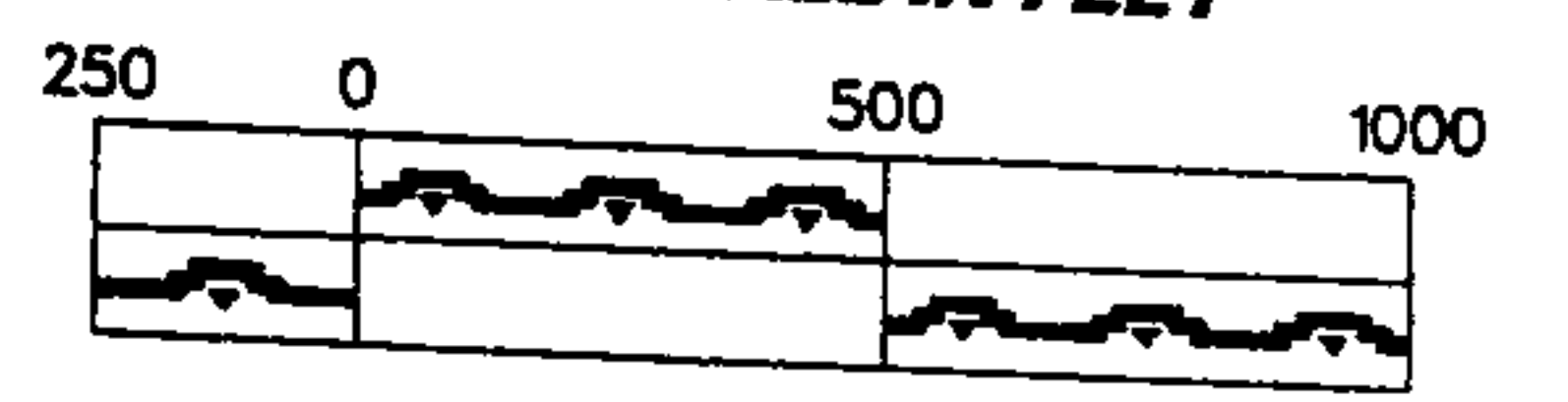
SUBJECT PROPERTY



CITY OF
Albuquerque
A General Ordinance System
PLANNING DEPARTMENT
© Copyright 1998



GRAPHIC SCALE IN FEET



Zone Atlas Page
K-15-Z

Map Amended through
December 03,