

**CITY OF ALBUQUERQUE
ADMINISTRATIVE APPROVAL (AA)-
SITE DEVELOPMENT PLAN AMENDMENT TRACKING SHEET**

APPLICATION #: <u>SI-2020-00038</u>	PROJECT #: <u>PR-2018-001346</u>
PROJECT NAME: <u>Stone Age Climbing gym</u>	
ADDRESS:	
APPLICANT or AGENT: <u>Regina Okoye</u>	
PHONE #: <u>505-338-1499</u>	EMAIL: <u>rokoye@modulusarchitects.com</u>
ZONE ATLAS PAGE:	
ADMINISTRATIVE APPROVAL (AA) for:	<input type="checkbox"/> EPC CASE <input type="checkbox"/> DRB CASE

CURRENT PLANNING	DATE RECEIVED:
APPLICATION COMPLETE:	DATE:
APPLICATION INCOMPLETE:	DATE:
ROUTING NEEDED TO: <input type="checkbox"/> NONE	<input checked="" type="checkbox"/> TRANSPORTATION <input checked="" type="checkbox"/> HYDROLOGY <input type="checkbox"/> ABCWUA
DATE COMMENTS ARE DUE FROM AGENCIES:	
COMMENTS: <u>Transportation has no comments. JW</u> <u>Include copy of solid waste approval prior to</u> <u>Russell Britton signature.</u>	
<u>Hydrology has no comments</u>	

PLANNING DIRECTOR RECEIVED APPROVALS FROM ALL AGENCIES ON:	
COMMENTS:	
<u>Minor changes to:</u> <u>parking & access,</u> <u>landscape plan.</u>	
PLANS APPROVED BY: <u>RS</u>	DATE: <u>24 Feb 2020</u>



Please check the appropriate box and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

Administrative Decisions	<input type="checkbox"/> Historic Certificate of Appropriateness – Major (Form L)	<input type="checkbox"/> Wireless Telecommunications Facility Waiver (Form W2)
<input type="checkbox"/> Archaeological Certificate (Form P3)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	Policy Decisions
<input type="checkbox"/> Historic Certificate of Appropriateness – Minor (Form L)	<input type="checkbox"/> Master Development Plan (Form P1)	<input type="checkbox"/> Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
<input type="checkbox"/> Alternative Signage Plan (Form P3)	<input type="checkbox"/> Site Plan – EPC including any Variances – EPC (Form P1)	<input type="checkbox"/> Adoption or Amendment of Historic Designation (Form L)
<input type="checkbox"/> WTF Approval (Form W1)	<input type="checkbox"/> Site Plan – DRB (Form P2)	<input type="checkbox"/> Amendment of IDO Text (Form Z)
<input checked="" type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input type="checkbox"/> Subdivision of Land – Minor (Form S2)	<input type="checkbox"/> Annexation of Land (Form Z)
Decisions Requiring a Public Meeting or Hearing	<input type="checkbox"/> Subdivision of Land – Major (Form S1)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
<input type="checkbox"/> Conditional Use Approval (Form ZHE)	<input type="checkbox"/> Vacation of Easement or Right-of-way (Form V)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Variance – DRB (Form V)	Appeals
<input type="checkbox"/> Expansion of Nonconforming Use or Structure (Form ZHE)	<input type="checkbox"/> Variance – ZHE (Form ZHE)	<input type="checkbox"/> Decision by EPC, LC, DRB, ZHE, or City Staff (Form A)

APPLICATION INFORMATION

Applicant: Stone Age Real Estate North LLC, Tin Can Alley LLC, Green Jeans West LLC		Phone: (505) 401-1000
Address: 2929 Monte Vista Blvd NE		Email: roy@roysolomon.org bryan@stoneageclimbinggym.com
City: Albuquerque	State: NM	Zip: 87106
Professional/Agent (if any): Modulus Architects, Inc. c/o Angela Williamson, CEO		Phone: (505) 338-1499
Address: 100 Sun Ave. NE Suite 600		Email: awilliamson@modulusarchitects.com
City: Albuquerque	State: NM	Zip: 87019
Proprietary interest in Site: Agent	List all owners: Stone Age Real Estate North LLC, Tin Can Alley LLC, Green Jeans West LLC	

BRIEF DESCRIPTION OF REQUEST

Amend approved Overall Site Plan, detail sheet, grading plan and landscaping plan for building permit.

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: 1-A,2-A,4-A,6-A	Block: 29	Unit: B
Subdivision/Addition: North Albuquerque Acres	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s): C-18-Z	Existing Zoning: NR-BP	Proposed Zoning: N/A
# of Existing Lots: 4	# of Proposed Lots:	Total Area of Site (acres): 5.24 acres

LOCATION OF PROPERTY BY STREETS

Site Address/Street: Alameda BLVD NE	Between: Alameda BLVD NE	and: Signal Ave NE
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CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

PR-2018-001346

Signature: Regina Gray	Date: 2/11/20
Printed Name: Regina Gray	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees
SI-2020-00038	AA	\$50.00
Meeting/Hearing Date: N/A	Fee Total: \$50.00	
Staff Signature: [Signature]	Date: 2-11-2020	Project# PR-2018-001346

FORM P3: ADMINISTRATIVE DECISIONS AND MINOR AMENDMENTS

A single PDF file of the complete application including all plans and documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD.

INFORMATION REQUIRED FOR ALL ADMINISTRATIVE DECISIONS OR AMENDMENTS

- Letter of authorization from the property owner if application is submitted by an agent
- Zone Atlas map with the entire site clearly outlined and labeled

ARCHEOLOGICAL CERTIFICATE

- Archaeological Compliance Documentation Form with property information section completed
- Only the information above is required unless the City Archaeologist determines that the application does not qualify for a Certificate of No Effect, in which case a treatment plan prepared by a qualified archaeologist that adequately mitigates any archeological impacts of the proposed development must be submitted and reviewed for a Certificate of Approval per the criteria in IDO Section 14-16-6-5(A)(3)(b)

MINOR AMENDMENT TO SITE PLAN – ADMIN, EPC, or DRB

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
 - Three (3) copies of all applicable sheets of the approved Site Plan being amended, folded
 - Copy of the Official Notice of Decision associated with the prior approval
 - Three (3) copies of the proposed Site Plan, with changes circled and noted
- Refer to the Site Plan Checklist for information needed on the proposed Site Plan.*

Minor Amendments must be within the thresholds established in IDO TABLE 6-4-5. Any amendment beyond these thresholds is considered a Major Amendment and must be processed through the original decision-making body for the request.


MINOR AMENDMENT TO SITE DEVELOPMENT PLAN APPROVED PRIOR TO THE EFFECTIVE DATE OF THE IDO

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(Y)(1)(a)
 - Three (3) copies of all applicable sheets of the approved Site Development Plan being amended, folded
 - Copy of the Official Notice of Decision associated with the prior approval
 - Three (3) copies of the proposed Site Development Plan, with changes circled and noted
- Refer to the Site Plan Checklist for information needed on the proposed Site Plan.*

Minor Amendments must be within the thresholds established in IDO TABLE 6-4-5. Any amendment beyond these thresholds is considered a Major Amendment and must be processed through the original decision-making body for the request.

ALTERNATIVE SIGNAGE PLAN

- Proposed Alternative Signage Plan compliant with IDO Section 14-16-5-12(F)(5)
- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-5(F)(4)(c)
- Required notices with content per IDO Section 14-16-6-4(K)(6)
- Office of Neighborhood Coordination notice inquiry response and proof of emailed notice to affected Neighborhood Association representatives
- Sign Posting Agreement

<p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i></p>		
<p>Signature: <u>Regina Orourke</u></p>	<p>Date: <u>2/11/20</u></p>	
<p>Printed Name: <u>Regina Orourke</u></p>	<p><input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent</p>	
<p>FOR OFFICIAL USE ONLY</p>		
<p>Project Number: <u>PR-2018-001346</u></p>	<p>Case Numbers: <u>SI-2020-00038</u></p>	
<p>Staff Signature: <u>[Signature]</u></p>	<p>Date: <u>2-11-2020</u></p>	
<p> </p>	<p> </p>	
<p> </p>	<p> </p>	

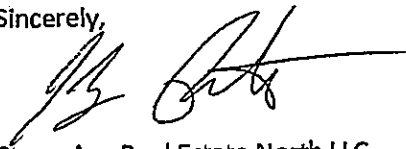
City of Albuquerque Planning Department
600 2nd Street NW
Albuquerque, NM 87102

RE: AGENT AUTHORIZATION NOTICE – 6200 ALAMEDA NE ALBUQUERQUE NM 87113 (STONE AGE CLIMBING GYM) – ADMINISTRATIVE AMENDMENT TO DRB 2018-001346

To Whom It May Concern,

Stone Age Real Estate North LLC c/o, Bryan Pletta hereby authorizes Angela Williamson, CEO with Modulus Architects, Inc., to perform as the Agent of Record with the City of Albuquerque. This Agent Authorization is for the property located at: 6200 ALAMEDA AVE NE ALBUQUERQUE NM 87113 and legally described as: LT 4-A BLK 29 PLAT OF LOTS 1-A, 2-A, 4-A & 6-A, BLOCK 29TRACT A, UNIT B NORTH ALBUQUERQUE ACRES CONT 1.9082 AC. Further defined in DRB Project Number: 2018-001346. This authorization is valid until further written notice from Stone Age Real Estate North LLC or Angela Williamson, CEO with Modulus Architects, Inc. (Agent). Please direct all correspondence and communication to our Agent for the purpose of this Administrative Amendment request.

Sincerely,



Stone Age Real Estate North LLC
C/O Bryan Pletta
10 Twin Tree CT
Cedar Crest NM 87008

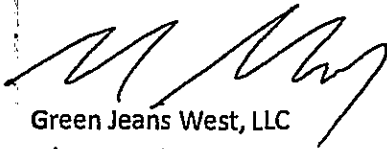
City of Albuquerque Planning Department
600 2nd Street NW
Albuquerque, NM 87102

**RE: AGENT AUTHORIZATION NOTICE – ALAMEDA BLVD NE ALBUQUERQUE NM 87113 –
ADMINISTRATIVE AMENDMENT TO DRB 2018-001346**

To Whom It May Concern,

Green Jeans West, LLC c/o, Roy Soloman hereby authorizes Angela Williamson, CEO with Modulus Architects, Inc., to perform as the Agent of Record with the City of Albuquerque. This Agent Authorization is for the property located at: ALAMEDA BLVD NE ALBUQUERQUE NM 87113 and legally described as: LT 6-A BLK 29 PLAT OF LOTS 1-A, 2-A, 4-A, & 6-A BLOCK 29TRACT A, UNIT B NORTH ALBUQUERQUE ACRES CONT 0.7895 AC. Further defined in DRB Project Number: 2018-001346. This authorization is valid until further written notice Green Jeans west, LLC or Angela Williamson, CEO with Modulus Architects, Inc. (Agent). Please direct all correspondence and communication to our Agent for the purpose of this Administrative Amendment request.

Sincerely,



Green Jeans West, LLC
C/O Roy Soloman
2929 Monte Vista Blvd Ne
Albuquerque NM 87106


City of Albuquerque Planning Department
600 2nd Street NW
Albuquerque, NM 87102

**RE: AGENT AUTHORIZATION NOTICE – ALAMEDA BLVD NE ALBUQUERQUE NM 87113 –
ADMINISTRATIVE AMENDMENT TO DRB 2018-001346**

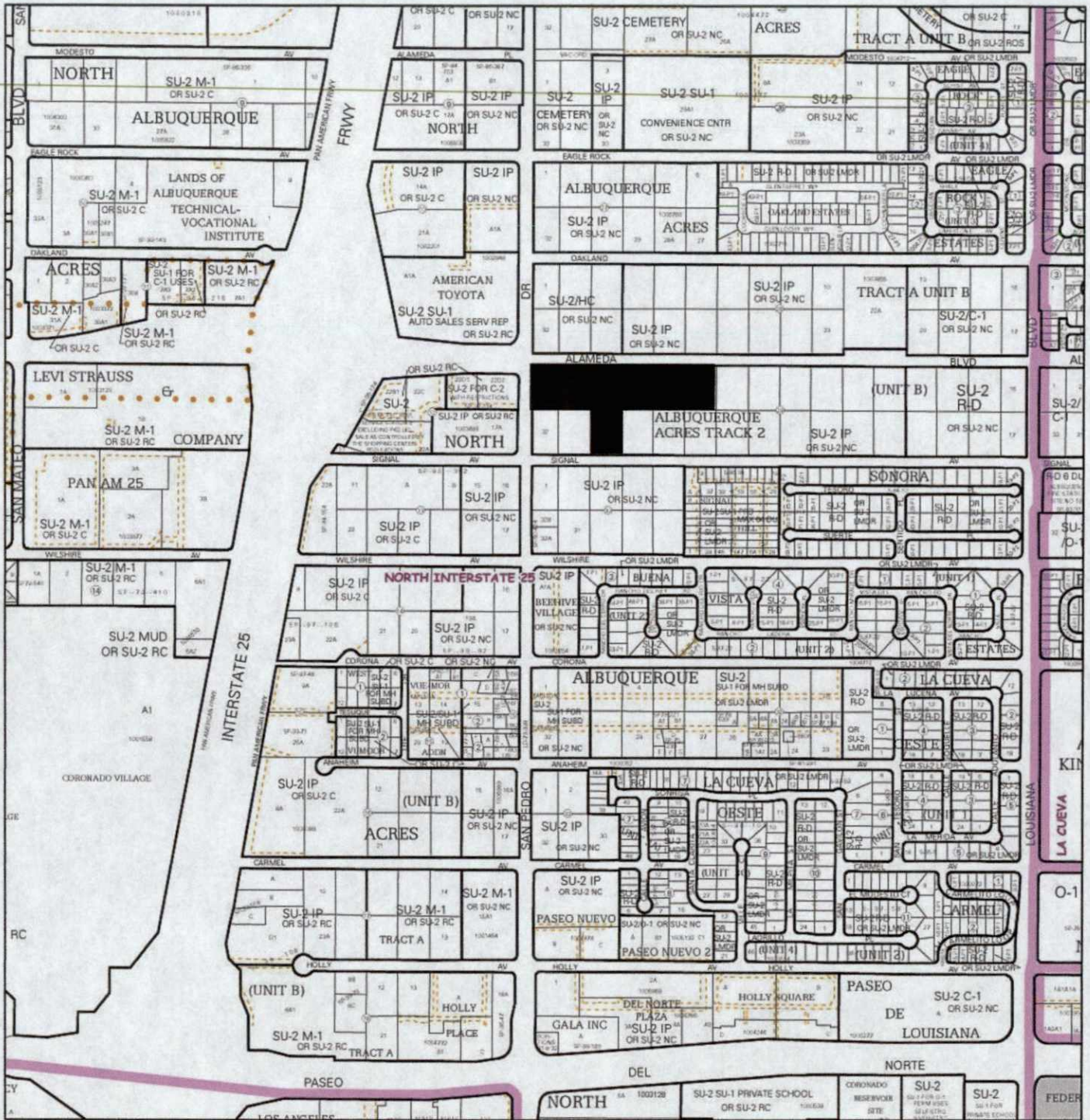
To Whom It May Concern,

Tin Can Alley LLC c/o, Roy Soloman hereby authorizes Angela Williamson, CEO with Modulus Architects, Inc., to perform as the Agent of Record with the City of Albuquerque. This Agent Authorization is for the property located at: ALAMEDA BLVD NE ALBUQUERQUE NM 87113 and legally described as: LT 2-A BLK 29 PLAT OF LOTS 1-A, 2-A, 4-A, & 6-A BLOCK 29TRACT A, UNIT B NORTH ALBUQUERQUE ACRES CONT 1.5449 AC. Further defined in DRB Project Number: 2018-001346. This authorization is valid until further written notice Tin Can Alley LLC or Angela Williamson, CEO with Modulus Architects, Inc. (Agent). Please direct all correspondence and communication to our Agent for the purpose of this Administrative Amendment request.

Sincerely,



Tin Can Alley LLC
C/O Roy Soloman
2929 Monte Vista Blvd Ne
Albuquerque NM 87106



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

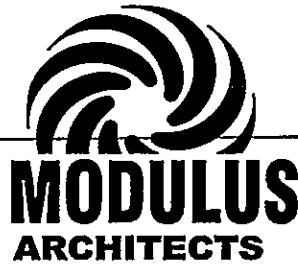
Map amended through: 1/28/2016

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
C-18-Z

Selected Symbols

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



January 31, 2020

Russell Brito
Current Planning Department Director
City of Albuquerque Planning Department
600 2nd Street NW,
Albuquerque, NM 87102

RE: PROJECT NUMBER: PR-2018-001346 – ALAMEDA AND SAN PEDRO NE. ALBUQUERQUE, NEW MEXICO – ADMINISTRATIVE AMENDMENT TO SITE DEVELOPMENT PLAN

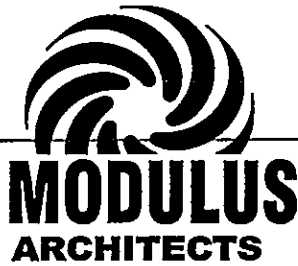
Dear Mr. Brito:

Modulus Architects represents Stone Age Real Estate North LLC, Tin Can Alley LLC, and Green Jeans West, LLC as the "Agent" for this submittal to amend the approved Site Development Plan. This submittal addresses Lot 2-A, Lot 4-A and Lot 6-A. This site is located at SE corner of Alameda and San Pedro NE. Albuquerque NM. This site is currently in the process of being developed as a container development, climbing gym and pad site(s). This site is approximately 5.24 acres in size. We are seeking to modify the Site Plan that was approved through the Development Review Board (DRB) (Project # PR-2018-001346 Application # SI-2018-00110) in 2019.

At this time, we are requesting an Administrative Amendment to the approved Site Development Plan for Building Permit to address changes that will occur due to a private agreement for shared access with the property owner to the south (DRB 2019-003076). These changes include modifications to the Site, Grading and Landscaping Plans. The changes are being made to add an easement for ingress/egress of vehicular and pedestrian traffic. There is an Access Easement Agreement recorded for this action (Doc. 2019109227). A retail/self-storage facility is being proposed on the south side of site and all property owners agreed to an open concept to allow the site to be a pedestrian-friendly environment. This request is below the 10% threshold making this request fall within the thresholds of a minor amendment established in IDO Table 6-4-5.

There will be approximately 7 fewer parking spaces on the proposed site plan. Based on the 2019 approved site plan, minus 7 spaces will result in a total of 379 spaces. The original requirement was 213 spaces. provided. The proposed amended site plan will not cause a deficiency in parking or landscaping.

Our submittal includes the original Site Plan and associated approval documents as well as the amended Site Plan, amended Grading Plan, amended Landscaping Plan, amended Detail Sheet and a copy of the Shared Access Easement. All changes meet the design standards of the Integrated Development



Ordinance (IDO). Changes to the overall site plan are identified in the AA drawings via bubbled areas. Below is a summary of the changes. Prior to making any of these changes I met with Mr. Jacobo Martinez, Zoning Enforcement Officer and Vincent Montano with Code Enforcement to review my intentions and get their agreement on the path forward. We are all in agreement on the path forward which identified the changes below and the process for approval:

Site Plan

- Relocating the refuse enclosure to the east and south side of the site.
- Remove retaining wall and landscaping on the south side of lots 4-A and 6-A and adding a shared access drive.
- Shared Access Agreement provided

Grading Plan

- The grading plan has been revised on the south end of lots 4-A and 6-A. Grading has been modified to allow for the transition of grades between the two developments

Landscaping Plan

- Landscaping has been modified on the south end of the site to allow for the Shared Access.

Site Details

- The Dumpster enclosure details have been modified - Sheet 2

I look forward to reviewing our submittal with you. If you have any additional questions regarding this submittal please feel free to contact me directly at (505) 338-1499 or email at: awilliamson@modulusarchitects.com

Best Regards,

Angela Williamson, CEO/Principal
Modulus Architects, Inc.
100 Sun Ave. NE Suite 600
Albuquerque, NM 87109
Office: (505) 338-1499
Mobile: (505) 999-8016

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

February 6, 2020

Hugh Floyd, P.E.
Respec
5971 Jefferson St. NE
Albuquerque, NM, 8710

**RE: Alameda Development
Revised Grading and Drainage Plan
Engineer's Stamp Date: 01/30/20
Hydrology File: C18D086A**

Dear Mr. Floyd:

PO Box 1293

Based upon the information provided in your submittal received 02/03/2020, the Revised Grading & Drainage Plan is approved for Building Permit.

Albuquerque

Please attach a copy of this approved plan in the construction sets for Building Permit processing along with a copy of this letter. Prior to approval in support of Permanent Release of Occupancy by Hydrology, Engineer Certification per the DPM checklist will be required.

NM 87103

As a reminder, if the project total area of disturbance (including the staging area and any work within the adjacent Right-of-Way) is 1 acre or more, then an Erosion and Sediment Control (ESC) Plan and Owner's certified Notice of Intent (NOI) is required to be submitted to the Stormwater Quality Engineer (Dough Hughes, PE, jhughes@cabq.gov, 924-3420) 14 days prior to any earth disturbance.

www.cabq.gov

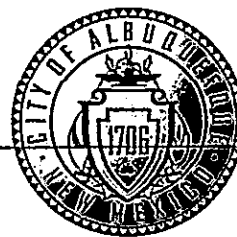
If you have any questions, please contact me at 924-3995 or rbrissette@cabq.gov.

Sincerely,

Renée C. Brissette, P.E. CFM
Senior Engineer, Hydrology
Planning Department

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

February 6, 2020

Hugh Floyd, P.E.
Respec
5971 Jefferson St. NE
Albuquerque, NM, 8710

**RE: Finley Signal Development
Conceptual Grading and Drainage Plan
Engineer's Stamp Date: 01/30/20
Hydrology File: C18D087**

Dear Mr. Floyd:

PO Box 1293

Based upon the information provided in your submittal received 02/03/2020, the Conceptual Grading & Drainage Plan is approved for action by the DRB on Site Plan for Building Permit and Final Plat.

Albuquerque

NM 87103

As a reminder, if the project total area of disturbance (including the staging area and any work within the adjacent Right-of-Way) is 1 acre or more, then an Erosion and Sediment Control (ESC) Plan and Owner's certified Notice of Intent (NOI) is required to be submitted to the Stormwater Quality Engineer (Dough Hughes, PE, jhughes@cabq.gov, 924-3420) 14 days prior to any earth disturbance.

www.cabq.gov

If you have any questions, please contact me at 924-3995 or rbrissette@cabq.gov.

Sincerely,

Renée C. Brissette, P.E. CFM
Senior Engineer, Hydrology
Planning Department

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into as of the last date of acknowledgment set forth below by and among Green Jeans West, LLC ("Green Jeans"), a New Mexico limited liability company, whose address is 2929 Monte Vista Blvd. NE., Albuquerque, NM 87106, Stone Age Real Estate North LLC, a New Mexico limited liability company ("Stone Age"), whose address is 10 Twin Tree Court, Cedar Crest, NM 87008, Tin Can Alley, LLC, a New Mexico limited liability company ("Tin Can"), whose address is 2929 Monte Vista Blvd., NE, Albuquerque, NM 87106 and C. Darryl Finley ("Finley") whose address is P. O. Box 90595, Albuquerque, NM 87199-0595 (together, the "Parties").

Recitals:

- A. Green Jeans is the owner of "Lot 1-A" and "Lot 6-A" (each, herein so called) as shown on the plat (the "2018 Plat") of Lots 1-A, 2-A, 4-A & 6-A, Block 29, Lot A, Unit B, North Albuquerque Acres, within projected Section 13, T. 11 N., R. 3 E., N.M.P.M. within the Elena Gallegos Grant, City of Albuquerque, Bernalillo County, New Mexico, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on September 28, 2018, as Document No. 2018685416.
- B. Stone Age is the owner of "Lot 4-A" (herein so called) as shown on the 2018 Plat.
- C. Tin Can is the owner of "Lot 2-A" (herein so called) as shown on the 2018 Plat.
- D. Finley is the owner of "Lot 27" and "Lot 28" (each, herein so called) in Block 29, Tract A, Unit B, North Albuquerque Acres, within projected Section 13, T. 11 N., R. 3 E., N.M.P.M. within the Elena Gallegos Grant, City of Albuquerque, Bernalillo County, New Mexico, as shown on the Plat filed in the Office of the County Clerk of Bernalillo County, New Mexico on April 24, 1938, in Volume D, Folio 130.
- E. Lots 1-A, 2-A, 4-A and 6-A are encumbered by that certain Declaration of Easements, Covenants and Restrictions (the "Declaration") filed in the Office of the County Clerk of Bernalillo County, New Mexico on September 28, 2018, as Document No. 2018085416, pursuant to which, among other things, reciprocal easements for ingress and egress of vehicular and pedestrian traffic have been declared for the benefit of the owners of each such lot, including use of two access points on Alameda Blvd. NE, referred to herein as the "Alameda Access Point(s)." The westerly Alameda Access Point is bisected by the boundary between Lots 1-A and 2-A, and the easterly Alameda Access Point is bisected by the boundary between Lots 4-A and 6-A.
- F. Each of Lots 27 and 28 has access to Signal Avenue on the south boundary of such lots.
- G. The north and west boundaries of Lot 28 are adjacent to the easterly south boundary and the southerly east boundary of Lot 4-A, respectively. The north boundary of Lot 27 is adjacent to the south boundary of Lot 6-A.



- H. Finley has requested that Green Jeans, Stone Age and Tin Can grant an access easement for the benefit of Lots 27 and 28 from the Lot 27/28 Access Point (hereinafter defined) across Lots 1-A, 2-A, 4-A and 6-A to the Alameda Access Points.
- I. Green Jeans, Stone Age and Finley have discussed the terms and conditions under which Green Jeans, Stone Age and Tin Can will grant Finley an access easement for the benefit of Lots 27 and 28 from the Lot 27/28 Access Point across Lots 1-A, 2-A, 4-A and 6-A to the Alameda Access Points.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.

2. Grant of Access Easement for Ingress and Egress.

a. Green Jeans, Stone Age and Tin Can hereby grant a non-exclusive perpetual access easement ("Access Easement") upon and across the designated vehicular and pedestrian access lanes on their respective Lots 1-A, 2-A, 4-A and 6-A, for the purpose of ingress and egress between the Alameda Access Points and the point where the twenty-five (25) foot-wide access corridor depicted on Exhibit A, attached hereto and incorporated by reference, intersects the northern boundaries of Lots 27 and 28 (the "Lot 27/28 Access Point"), the width of the Lot 27/28 Access Point having the dimensions indicated on said Exhibit A.

b. Lots 1-A, 2-A, 4-A and 6-A are burdened by the Access Easement; Lots 27 and 28 and the owner(s) of Lots 27 and 28 and their agents and invitees, and tenants of Lots 27 and 28 and their agents and invitees, are benefited by the Access Easement.

c. The Access Easement shall not be used for (i) construction deliveries to or from Lots 27 and/or 28, (ii) access to or from Lots 27 and/or 28 by construction equipment, or (iii) deliveries to or from Lots 27 and/or 28 by heavy trucks (Class 7 and above). In addition to the foregoing, the owners of Lots 1-A, 2-A, 4-A and 6-A may from time to time adopt other reasonable rules and regulations governing the size or type of vehicles permitted to use the Access Easement.

d. The owners of Lots 1-A, 2-A, 4-A and 6-A shall have the right to modify or relocate from time to time the designated vehicular and pedestrian access lanes on their respective lots in any manner that does not unreasonably interfere with the use and enjoyment of the Access Easement; provided, however, that the access corridor bisecting the boundaries of Lots 4-A and 6-A between the easterly Alameda Access Point and the Lot 27-28 Access Point shall remain substantially as shown on Exhibit A.

e. Once designated vehicular and pedestrian access lanes on Lots 1-A, 2-A, 4-A and 6-A are established by the substantial completion of driveway and parking area improvements on each such lot, such access lanes shall be kept open at all times for the free use as intended in this Agreement; provided, however, that any owner of Lot 1-A, 2-A, 4-A or

Handwritten signature and initials in the bottom right corner of the page.

6-A may close or otherwise impair the use of same for brief periods as may be reasonably required for repair or maintenance; provided, further, that such closure or impairment for repair or maintenance shall require in each instance at least ten (10) days' written notice to the owner(s) of Lots 27 and 28, and such closure shall not exceed more than ten (10) days in any calendar year. In addition, no access lane directly connecting to an Alameda Access Point, or any access lane which is the only convenient means to obtain access from Lots 27 and 28 to an Alameda Access Point, shall be totally closed so as to prevent the use of such Access Point.

f. This Agreement is not intended to create, and shall not be construed as creating, any easement or access rights for any government or governmental authority or for public road right-of-way purposes. The Access Easement shall not benefit or be an appurtenance to any property other than Lots 27 and 28, and the owner(s) of Lots 27 and/or 28 shall not have the right to grant to the owner or any tenant of any other property or to any person not expressly benefitted hereby the right to use the Access Easement.

g. The Access Easement granted under this Agreement is limited strictly to ingress and egress as set forth above, and confers no other easement rights or other rights. Without limiting the foregoing, this Agreement confers no easement or other right for the owner(s) of Lots 27 and 28 or their agents or invitees, or the tenants of Lots 27 and 28 or their agents or invitees, to park any vehicle or to store any vehicle or other personal property on any of Lots 1-A, 2-A, 4-A or 6-A. Nothing contained in this Agreement shall be construed to create any implied easement not expressly granted herein.

3. Maintenance of Signal Access. Each of Lots 27 and 28 shall at all times maintain an access point to Signal Avenue which provides vehicular and pedestrian access at the south boundaries of such lots.

4. Consideration for Access Easement.

a. Finley will pay Green Jeans, Stone Age and Tin Can a total sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in consideration for the granting of the Access Easement, of which Green Jeans will receive 34.1%, Stone Age will receive 36.4% and Tin Can will receive 29.5%. This sum will be paid by (i) disbursement in good and immediately available U.S. funds of a total sum of \$15,000.00, not later than two (2) business days after full execution of this Agreement, as follows: \$5,115 to Green Jeans, \$5,460.00 to Stone Age and \$4,425 to Tin Can (each, individually, an "Initial Payment"), and (ii) disbursement in good and immediately available U.S. funds of a total sum of \$135,000.00, not later than two (2) business days after funding of Finley's construction loan for the construction of the self-storage facility to be constructed on the Finley Lots, as follows: \$46,035 to Green Jeans, \$49,140 to Stone Age and \$39,825 to Tin Can (each, individually, a "Final Payment"). The Initial Payment shall be non-refundable regardless of whether this Agreement is terminated by the owners of Lots 1-A, 2-A, 4-A or 6-A pursuant to subsection b. below.

b. In the event that (i) each Initial Payment is not timely delivered as required above, or (ii) each Final Payment is not timely delivered as required above, or (iii) as of the date that is six months after the date of full execution of this Agreement, Finley's construction loan has not funded and Finley has not delivered each Final Payment to Green Jeans, Stone Age and Tin Can notwithstanding the failure of Finley's construction loan to fund



by such date, then in any of such events Green Jeans, Stone Age and Tin Can shall have the right, acting together, (A) to terminate this Easement Agreement by filing in the Office of the County Clerk of Bernalillo County, New Mexico a Certificate of Termination of Easement Agreement signed by the authorized representative of each of Green Jeans, Stone Age and Tin Can, under oath, which states the grounds for such termination, as described in item (i), (ii) or (iii) above as applicable, in which event this Easement Agreement (except provisions which survive termination) shall terminate and be of no further force or effect, and (B) to remove the Lot 27/28 Access Point by creating a permanent barrier that prevents access between Lots 4-A and 6-A to the north and Lots 27 and 28 to the south.

c. Finley acknowledges that the development of Lots 1-A, 2-A, 4-A and 6-A is in process and that permitting the creation of the Lot 27/28 Access Point by Finley will require changes in the grading and drainage plan for Lots 4-A and 6-A as well as relocation of and adding a dumpster, additional governmental approvals and additional construction costs associated with the changes in the grading and drainage plan and possibly other contractor costs attributable to delay caused by the changes (collectively, "Additional Costs"). Finley agrees to be responsible for all Additional Costs that are attributable to the Access Easement or changes required with respect to Lots 1-A, 2-A, 4-A or 6-A as a result of this Agreement. With respect to the additional dumpster required for Lots 4-A and 6-A, Finley will have the right to build the dumpster enclosure and furnish the dumpster(s) on the east side of Lots 4-A and 6-A, as his cost and expense, to match the enclosure and dumpster(s) to be built on the west side. Finley agrees to complete the enclosure and furnish the dumpster(s) on the east side of Lots 4-A and 6-A in a timely fashion so as not to delay the development of Lots 4-A and 6-A, to do so with all required permits in accordance with all applicable laws and regulations and to complete the work in a good workmanlike manner. If Finley fails to proceed with building the dumpster enclosure and furnishing the dumpster(s) on the east side consistent with the above requirements, Green Jeans and Stone Age will have the right to proceed with such work and the costs for such work will be added to the Additional Costs for which Finley will be responsible. Finley shall reimburse the owner of Lots 1-A, 2-A, 4-A and/or 6-A (whichever incurs same) for Additional Costs within fifteen (15) days after presentation of an invoice and reasonable supporting documentation concerning the Additional Cost. In the event that Finley fails to timely reimburse the owner who incurred such amount, the Additional Cost shall accrue interest at the rate of ten percent (10%) per annum from and after the due date and the owner who incurred such Additional Cost shall be entitled to enforce such obligation as otherwise provided herein. The obligation to pay all Additional Costs and interest accrued thereon and the right to recover attorneys' fees and costs of court as provided in Section 8 hereof shall survive termination of this Agreement, and all Additional Costs, interest and fees, costs and expenses paid by Finley shall be non-refundable.

d. Time is of the essence with regard to all dates of performance set forth in this Section 4.

5. Insurance.

a. The owner(s) of Lots 27 and 28 shall at all times maintain, or cause to be maintained, a policy or policies of liability insurance against claims for bodily injury, death or property damage occurring on, in or about such owner's lot with a "Combined Single Limit" (covering bodily injury liability and property damage) with commercially reasonable limits of not less than Two Million Dollars (\$2,000,000.00), covering any liability arising with respect to the Access Easement and such owner's indemnification obligations under this Agreement.

Handwritten signatures and initials at the bottom right of the page, including a large circular signature, the initials 'JH', and another signature 'CAF'.

Such insurance may be in the form of blanket liability coverage applicable to such owner's lot, and such coverage limit may be satisfied with underlying and umbrella policies totaling not less than the amount set forth above. The owner(s) of Lots 27 and 28 shall, upon written request of one or more owners of Lots 1-A, 2-A, 4-A and/or 6-A, provide to such requesting owners evidence of such coverage, a description of any plan of insurance being used and an additional insured endorsement (ISO endorsement CG 20 26 07 04, or equivalent). In response to inflation and/or loss and coverage trends in the commercial real estate industry, one or more owners of Lots 1-A, 2-A, 4-A and/or 6-A may elect for the coverage limits described above to be adjusted to an increased amount which is commercially reasonable for properties similar to the lots affected by this Agreement, located in and around Albuquerque, New Mexico, which election shall be exercised by written notice given not less than thirty (30) days in advance of the proposed effective date of the change.

b. The policy or policies of insurance described in subsection a. above shall provide that the owners of Lots 1-A, 2-A, 4-A and 6-A shall be included as additional insureds, and shall contain a provision that the insurance company will give the owners of Lots 1-A, 2-A, 4-A and 6-A thirty (30) days advance written notice prior to cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. The owner(s) of Lots 27 and 28 shall deliver to the owners of Lots 1-A, 2-A, 4-A and 6-A a statement from the applicable insurer that such insurance insures the performance by the owner(s) of Lots 27 and 28 of the indemnity obligations of the owner(s) of Lots 27 and 28 herein to limits not less than those specified above.

c. The owners of Lots 1-A, 2-A, 4-A and 6-A shall at all times maintain, or cause to be maintained, the policy or policies of liability insurance described in Section 4.A and B of the Declaration, and shall include the owner(s) of Lots 27 and 28 as additional insureds thereunder. Such policies shall contain a provision that the insurance company will give the owners of Lots 27 and 28 thirty (30) days advance written notice prior to cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

6. Indemnification. The owner(s) of Lots 27 and 28 shall indemnify, defend and hold harmless the owners of Lots 1-A, 2-A, 4-A and 6-A, and their respective employees, agents and representatives from and against any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury or death of persons or damage or destruction of property to the extent caused by the negligence or intentional misconduct of the owner(s) of Lots 27 and/or 28 or their agents or invitees, or any tenant of Lots 27 and/or 28 or their agents and invitees. To the extent, if at all, any indemnity, hold harmless or insurance provision of this Agreement is invalidated pursuant to the terms of §56-7-1 N.M.S.A. 1978, as amended, the remaining indemnity, hold harmless and insurance provisions of this Agreement shall remain in full force and effect. The owners of Lot 1-A, 2-A, 4-A and/or 6-A shall promptly notify the owner(s) of Lots 27 and 28 any asserted claim with respect to which the owners of Lot 1-A, 2-A, 4-A and/or 6-A is or may be indemnified against hereunder, and shall deliver copies of process and pleadings. The obligations set forth in this section shall survive the termination of this Agreement.

7. Covenants to Run with the Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the owners of Lots 27, 28, 1-A, 2-A, 4-A and 6-A and their successors in title.

8. Disputes. In the event that any of the owners of Lots 27, 28, 1-A, 2-A, 4-A and/or 6-A file suit or enforce or interpret the provisions of this Agreement, the substantially



prevailing party in said action shall be entitled to recover its reasonable attorneys' fees and expenses incurred, along with all of its costs of court in said action, including on appeal, if applicable.

9. Enforcement. The owners of Lots 27, 28, 1-A, 2-A, 4-A and 6-A may enforce this instrument and shall have all rights and remedies available in law and at equity.

10. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of New Mexico.

[Signature Lines and Acknowledgements Follow]

Handwritten signature and date. The signature appears to be "J. M. B." and the date is "10/7".

State of New Mexico)
) ss.
County of Bernalillo)

This instrument was acknowledged before me on December 20th 2019, by Bryan Pletta, as Manager of Stone Age Real Estate North LLC, a New Mexico limited liability company, on behalf of said limited liability company.



OFFICIAL SEAL Michelle M. Stewart
Michelle M. Stewart Notary Public
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 3/30/2023 My commission expires: March 30, 2023

State of New Mexico)
) ss.
County of Bernalillo)

This instrument was acknowledged before me on December 20th 2019, by Roy Solomon, as manager of Tin Can Alley, LLC, a New Mexico limited liability company, on behalf of said limited liability company.



OFFICIAL SEAL Michelle M. Stewart
Michelle M. Stewart Notary Public
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 3/30/2023 My commission expires: March 30, 2023

State of New Mexico)
) ss.
County of Bernalillo)

This instrument was acknowledged before me on December 19, 2019, by C. Darryl Finley.

Roxie Muehlenberg
Notary Public

My commission expires: Dec 7, 2021



[Exhibit A Follows]

[Handwritten signature]

Exhibit A
A Portion of Lots 4-A & 6-A,
Block 29, North Albuquerque
Acres Tract A, Unit B
City of Albuquerque
Bernalillo County, New Mexico
November 2019

Legal Description

A CERTAIN PARCEL, BEING A PORTION OF LOTS 4--A AND 6--A, BLOCK 29, NORTH ALBUQUERQUE ACRES, TRACT A, UNIT B, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE BERNALILLO COUNTY CLERKS OFFICE ON SEPTEMBER 28, 2018 IN BOOK 2018C, PAGE 127 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, POINT LYING ON THE SOUTH RIGHT-OF-WAY OF ALAMEDA BOULEVARD NE, WHENCE A TIE TO THE NORTHEAST CORNER OF SAID LOT 6--A, MARKED BY A BATHEY MARKER "LS 14271" BEARS S 89°46'17" E, A DISTANCE OF 157.24 FEET;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID ALAMEDA BOULEVARD RIGHT-OF-WAY, TRAVERSING SAID LOT 6--A, S 00°18'20" W, A DISTANCE OF 202.55 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, POINT LYING ON THE SOUTH LOT LINE OF SAID LOT 6--A;

THENCE, COINCIDING SAID SOUTHERLY PROPERTY LINE OF LOT 6--A, AND THE SOUTH LOT LINE OF LOT 4--A, N 89°43'14" W, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID SOUTHERLY PROPERTY LINE, TRAVERSING SAID LOT 4--A, N 00°18'20" E, A DISTANCE OF 202.53 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, POINT LYING ON THE SOUTH RIGHT-OF-WAY OF ALAMEDA BOULEVARD NE;

THENCE, COINCIDING SAID ALAMEDA BOULEVARD NE RIGHT-OF-WAY, S 89°46'17" E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING

TO THE POINT OF BEGINNING, CONTAINING 0.1162 ACRES (5,063 SQ. FT.) MORE OR LESS.

Notes

1. FIELD SURVEY PERFORMED IN MAY 2019.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. _____ 11/24/19
Will Plotner Jr. Date
N.M.R.P.S. No. 14271



CSI-CARTESIAN SURVEYS INC.

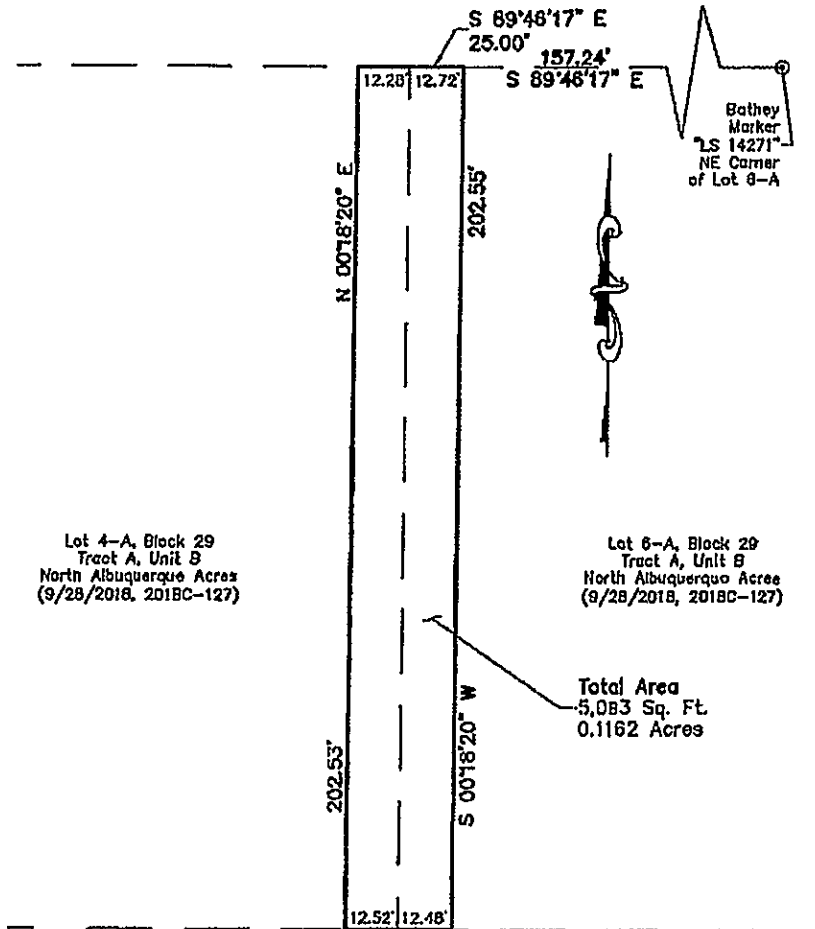
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244
wplotnerjr@gmail.com

Sheet 1 of 2
190735

Handwritten signature and initials

Exhibit A
A Portion of Lots 4-A & 6-A,
Block 29, North Albuquerque
Acres Tract A, Unit B
 City of Albuquerque
 Bernalillo County, New Mexico
 November 2019

Alameda Blvd. NE
 (124' R/W)



Lot 4-A, Block 29
 Tract A, Unit B
 North Albuquerque Acres
 (9/28/2018, 2018C-127)

Lot 6-A, Block 29
 Tract A, Unit B
 North Albuquerque Acres
 (9/28/2018, 2018C-127)

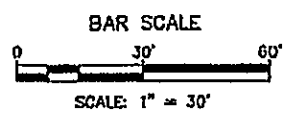
Total Area
 5,083 Sq. Ft.
 0.1162 Acres

Lot 28, Block 29
 Tract A, Unit B
 North Albuquerque Acres
 (4/24/1936, D-130)

Lot 27, Block 29
 Tract A, Unit B
 North Albuquerque Acres
 (4/24/1936, D-130)

CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896 - 3050 Fax (505) 891 - 0244
 wplotnerjr@gmail.com



Sheet 2 of 2
 190735

Handwritten signature and initials