



DEVELOPMENT REVIEW BOARD
SUPPLEMENTAL SUBMITTAL

(Deadline is Friday at noon unless noted on DRB calendar – late submittals will not be accepted unless approved by the DRB)

PROJECT NO. PR-2020-004645
Application No. SD-2022-00136 AND 00133

TO:

- Planning Department/Chair
- Hydrology
- Transportation Development
- ABCWUA
- Code Enforcement
- Parks & Rec

*(Please attach this sheet with each collated set for each board member)

NOTE: ELECTRONIC VERSION (ie disk, thumbdrive) is Required. Submittal will not be accepted without.

DRB SCHEDULED HEARING DATE: 11/09/2022 HEARING DATE OF DEFERRAL: _____

SUBMITTAL DESCRIPTION: Please see attached access and drainage easement agreement for review.

CONTACT NAME: Luis Noriega

TELEPHONE: 505-858-3100 EMAIL: Inoriega@tierrawestllc.com

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Declaration**") is made and executed as of the _____ day of _____, 2022, by the LAWRENCE GOODMAN REVOCABLE TRUST u/a/d December 6, 1977, Gary Goodman, Trustee.

Declarant is owner of fee simple title to the Lots, as defined below, and desires to impose easements, covenants and restrictions upon the Lots by this Declaration.

NOW, THEREFORE, Declarant does hereby declare and establish the following:

1. Definitions. The following definitions (and additional definitions established below) shall be applicable to this Declaration:

A. "**Affiliate**" means any affiliate of the Lawrence Goodman Revocable Trust u/a/d December 6, 1977, Gary Goodman, Trustee, which shall include Gary Goodman, Scott Goodman and any entity in which either of them own an interest, either directly or indirectly.

B. "**Building**" means any permanently enclosed structure on a Lot.

C. "**Declarant**" means the LAWRENCE GOODMAN REVOCABLE TRUST u/a/d December 6, 1977, Gary Goodman, Trustee, and any Affiliate designated as a successor by written instrument executed by the Declarant named above (or any successor thereto) which expressly refers to this Declaration, which instrument is filed in the office of the County Clerk of Bernalillo County, New Mexico.

D. "**Development**" means all of the Lots together, comprising approximately 10.77 acres.

E. "**Governmental Requirements**" shall mean all applicable laws, rules, regulations, and ordinances, and all orders of any governmental agency with jurisdiction over the Development.

F. "**Infrastructure Declaration**" means the Declaration Concerning Construction of Development Infrastructure executed by Declarant recorded concurrently herewith.

G. "**Lot**" means each of Lot 1A, Lot 1B, Lot 1C, Lot 1D and Lot 1E, Snow Heights Investors, as shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on _____, 2022, as Document No. _____, in Plat Book _____, page _____, and may be referred to together as the "**Lots.**"

H. **"Owner"** means Declarant, and each other owner of fee simple title to a Lot, and **"Owners"** shall mean the Owners of all of the Lots collectively. If two or more parties own fee simple title to a single Lot, they shall constitute a single "Owner," it being intended that references herein to "Owners" shall mean the Owners of all Lots.

2. Maintenance, Repair and Restoration.

A. Maintenance and Repair of Lots. Except as set forth in subsection B below, each Owner shall be responsible for the cost and expense of construction, maintenance and repair relating to all Buildings and other improvements located on such Owner's Lot, including without limitation any portion of the Lot Driveways (hereinafter defined) situated on such Owner's Lot. Prior to the commencement of construction of improvements and facilities on an Owner's Lot, the Owner shall keep the Lot neat and free of refuse and debris, and in compliance with all Governmental Requirements. During the construction of improvements and facilities on an Owner's Lot, the Owner shall cause the construction site to be maintained in a good and orderly condition, consistent with first class workmanlike habits of construction, and in compliance with all Governmental Requirements. Upon completion of construction of improvements and facilities on any Lot, the Owner of such Lot shall maintain and keep, or cause to be maintained and kept, including without limitation snow removal and sweeping and removal of debris, all improvements, facilities, service areas, driveways, parking spaces and other paved areas, lighting, landscaped areas and signage, in a first-class, safe, neat and clean condition and state of repair, in compliance with all Governmental Requirements.

B. Maintenance and Repair of Drainage Facility. Notwithstanding subsection A above, after construction of the Drainage Facility (hereinafter defined) in accordance with the Infrastructure Declaration, all Owners shall be jointly and severally responsible for the maintenance and repair of the Drainage Facility, except for any repair work that is covered by the warranty of the contractor undertaking the construction of the Drainage Facility. The First Development Constructing Owner (as defined in the Infrastructure Declaration), or its successor in title, shall be solely responsible for enforcing any such warranty with regard to any necessary warranty repairs. Each Owner shall be responsible for the cost of any maintenance or repair that is not a warranty repair in proportion to such Owner's Drainage Facility Share (as defined in the Infrastructure Declaration), which amount shall be remitted to the Owner who undertakes the maintenance or repair that is not a warranty repair within thirty (30) days after (A) completion of the maintenance and/or repair work, and (B) delivery to each Owner (other than the Owner who undertakes such maintenance or repair) of an invoice for such Owner's Drainage Facility Share of the maintenance and/or repair work. A license is hereby granted over and upon each Lot as reasonably necessary to undertake any maintenance or repair work, including without limitation any warranty repair.

C. Restoration of Lots. In the event any Building or other improvements or facilities on a Lot are damaged or destroyed by fire or any other casualty, the Owner of such Lot shall, at its sole cost and expense, either repair or restore, or cause to be repaired or restored, such Building, improvements and facilities to their prior condition with reasonable commercial diligence; or shall demolish all damaged Buildings, improvements and facilities improvements and restore the affected Lot (or portion thereof) to clean, level, grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance, in compliance with all Governmental Requirements. In the event any Building, improvements or facilities on a Lot are taken by condemnation or conveyance in lieu thereof, the Owner of such Lot shall, with reasonable commercial diligence and at its sole cost and expense, either restore the remaining Building, improvements or facilities to a functional condition, compatible and integrated with and complementary to the remaining Building, improvements or facilities; or shall demolish all damaged Building, improvements or facilities, remove all debris, and restore the affected Lot (or portion thereof) to clean, level grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance, in compliance with all Governmental Requirements.

D. Minimal Interference. Construction, maintenance, repair and/or restoration activities on a Lot shall not materially interfere with any Owner's access or use related thereto.

3. Use of Lots.

A. Prohibited Uses. The Lots shall not be used in a manner which violates Governmental Requirements.

B. Exclusive Uses; Permitted Uses. At the time of the sale of a Lot by Declarant (including a successor Declarant as provided in Section 1.C) but not otherwise, Declarant shall have the right to grant one or more exclusive uses or permitted uses for the Lots by executing and recording an amendment to this Declaration declaring same; provided, however, that such additional excusive uses (i) shall comply with Governmental Requirements, and (ii) shall not conflict with any other exclusive use or permitted use previously declared as provided herein, so long as same are in force and effect. An exclusive use or permitted use granted under this Declaration shall remain in effect so long as the applicable Lot continuously operates such exclusive use or permitted use, subject to Exempted Discontinuances, as defined below. "**Exempted Discontinuances**" shall mean during any period of time after the improvements on the applicable Lot are completed, a certificate of occupancy has been issued and the business establishment on such Lot is open for business to the public, when such Lot is not usable for the operation of the exclusive use or permitted use due to condemnation proceedings, damage or destruction or temporary closures for remodeling or renovation, which shall not exceed six (6) consecutive months, subject to Force Majeure (hereinafter defined).

4. Insurance and Indemnification.

A. General Coverage and Limits. Each Owner 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). Such insurance may be in the form of blanket liability coverage applicable to the Owner's Lot, and such coverage limit may be satisfied with underlying and umbrella policies totaling not less than the amount set forth above. An Owner shall, upon written request, provide the other Owner with evidence of such coverage and a description of any plan of insurance being used.

B. Additional Policy Provisions. All policies of insurance required under this Declaration shall provide that the Owners of the other Lots shall be included as an additional insured, and shall contain a provision that the insurance company will give the Owners of the other Lots 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.

C. Indemnification. Each Owner hereby agrees to indemnify, defend and save each other Owner harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on the indemnifying Owner's Lot, except to the extent caused by the negligence or intentional misconduct of such other Owner or a tenant of such Owner or their respective employees, customers, subtenants, licensees, concessionaires or invitees. To the extent, if at all, any indemnity, hold harmless or insurance provision of this Declaration 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 Declaration shall remain in full force and effect.

5. Easements. Declarant hereby declares and establishes the following easements for the Development:

A. Ingress, Egress and Parking. A perpetual, nonexclusive easement on the Lots (i) for ingress and egress of vehicular and pedestrian traffic over and across all access points, driveways and vehicular traffic lanes as may exist from time-to-time on any Lot ("**Lot Driveways**"), and (ii) for the parking of motor vehicles in the areas designated for parking (the "**Parking Easement**") as may be established consistent with the site development plan approved by Declarant for each Lot pursuant to Section 7 below, for use by the Owners, tenants of Owners, and their respective employees, customers, subtenants, licensees, concessionaires and invitees. Notwithstanding the foregoing, (i) all parking requirements mandated by Governmental Requirements for each Lot shall be satisfied on such Lot, and (ii) employees of any business on a Lot shall park on the Lot where they are employed, and (iii) for so long

as Lot 1A, or a subdivided portion thereof, is used for a controlled-access automated car wash, Lot 1A or such subdivided portion shall not be subject to the burdens of the Parking Easement, and the Owner of Lot 1A, and any tenant of such Owner, and their respective employees, customers, subtenants, licensees, concessionaires and invitees, shall not enjoy the benefits of the Parking Easement. The Lot Driveways shall be kept open at all times for the free use as intended in this Declaration; provided, however, that the Owner of a Lot may close or otherwise restrict the use of same for brief periods as may be reasonably required for repair or maintenance. Such closure or restriction for repair or maintenance shall require in each instance at least ten (10) days' written notice to the Owners of the other Lots (except for emergencies) and shall not exceed more than fifteen (15) days in any calendar year. In addition, no part of a Lot Driveway connecting to a public thoroughfare access point shall be totally closed so as to prevent access from the public thoroughfare to the Lot Driveways.

B. Drainage. A perpetual, nonexclusive easement for storm drainage and the discharge of water from the over and across the Lots, including without limitation the drainage provided for with respect to the drainage facility (the "**Drainage Facility**") as shown on the Drainage Management Plan attached hereto as Exhibit A (the "**Drainage Management Plan**"); provided that all such drainage and discharge shall be in compliance with Governmental Regulations and with the drainage plan approved by Declarant pursuant to Section 7 below.

C. Utilities. A perpetual, nonexclusive easement for extension of underground utilities, including without limitation, electric, gas, cable, water and sanitary sewer, under the surface of the Lots in areas thereof where a building is not constructed or planned and areas not subject to controlled access, and a temporary, nonexclusive easement for construction over and across such areas of Lots as may be necessary for the purpose of construction and installation of utilities; provided that the Owner of a Lot undertaking construction shall at all times minimize any interference with access, traffic flow and parking on the other Lot. The Owner installing such utilities shall promptly restore or repair any and all improvements on the Lots which are removed, damaged or affected by the use of this easement for utilities.

D. No Public Grant. The easements granted under this Declaration are not intended to, and shall not be construed as creating, any easement or access rights to any government or governmental authority, for public road right-of-way purposes; nor shall any of the rights and easements hereby created benefit or be an appurtenance to any property other than the Development.

6. Utility Charges. Charges for electrical, water, sewer, trash collection and other services, including electrical service to light fixtures in the parking areas shall be separately billed by Lot and paid by the Owner (or tenant) of such Lot prior to delinquency.

7. Review and Approval of Plans.

A. Prior to construction or placement of any Building or other improvements on a Lot, including without limitation alterations or additions to existing Buildings or reconstruction following casualty, the Owner of such Lot (or in the case of the Drainage Facility the First Development Constructing, as define in the Infrastructure Declaration) shall submit to Declarant for written approval, prior to or concurrently with a similar submission to the City, preliminary plans for all proposed improvements to be constructed by such Owner, including without limitation the following: site plan (including, without limitation, an indication of Building footprint, parking, exterior lighting, the Lot Driveways and the other proposed improvements on the Lot), grading, and drainage plan, Building elevations (including, without limitation, a color and material sample board and a colored rendering of all sides of all Buildings), signage, parking, exterior lighting and landscaping and other proposed Improvements (“**Preliminary Plans**”).

B. If, within twenty (20) days following Declarant’s receipt from an Owner of a submission of Preliminary Plans satisfying the requirements of subsection A above Declarant does not object to or make a proposal that would add to or modify the Preliminary Plans, the Preliminary Plans will be deemed approved and satisfactory for further development, provided that such Preliminary Plans otherwise comply with all Governmental Requirements (the “**Approved Preliminary Plans**”). The final working drawings, plans and specifications for the Buildings and other improvements to be constructed (the “**Final Plans**”) must conform to the Approved Preliminary Plans and be completed and submitted to Declarant prior to commencement of construction. Such Final Plans are subject to Declarant’s review and approval on the same basis as is set forth in this subsection B with respect to the Preliminary Plans, provided, however, that only material deviations from, or matters not shown in the Approved Preliminary Plans, shall be the subject of objections or proposals for modifications of the Final Plans. The Final Plans as approved by Declarant are herein referred to as the “**Approved Final Plans.**” In no event does Declarant’s approval of an Owner’s drawings, plans, specifications, calculations or work constitute a representation that said items are in compliance with Governmental Requirements, and Declarant is not liable for any defect in any structure constructed in accordance therewith, whether or not in accordance with the Final Plans. The Owner assumes all risk and responsibility with respect to the plans and other drawings and specifications submitted to Declarant and agrees to indemnify, defend and hold harmless Declarant for, from and against any and all losses, claims, damages, obligations, liabilities, costs and expenses (including reasonable attorneys’ fees and costs) arising therefrom or related thereto.

C. Once Declarant has reviewed and approved the Final Plans for the construction of Buildings and other improvements, such Buildings and improvements must be constructed in accordance therewith, and any further modification thereof requires the prior written approval of Declarant; provided, however, that the foregoing provisions shall not be construed so as to require the

submission of minor modifications to the Approval Final Plans to Declarant for written approval. For the purposes of this subsection C, “minor modifications” are modifications that (i) do not affect the exterior colors, materials or appearance of the Buildings and improvements on Parcel, (ii) do not result in an increase or decrease in construction cost of more than Twenty-Five Thousand and No/100 (\$25,000.00), and (iii) do not result in the Approved Final Plans, as modified, no longer being in substantial conformance with the Approved Final Plans as originally approved by Declarant.

D. Compliance with the requirements of this Section 7 is in addition to, not in lieu of, compliance with Governmental Requirements, including, without limitation, any design review process of the City of Albuquerque, which is the responsibility of each Owner. In the event of conflict between Governmental Requirements City and the requirements of this Declaration, the more restrictive requirements are controlling.

E. The provisions of this Section 7 shall automatically expire and terminate upon the conveyance to a third party by Declarant or any Affiliate of the last Lot in the Development to be owned by Declarant or any Affiliate.

8. Enforcement.

A. If an Owner fails to comply with any obligation set forth herein or in the Infrastructure Declaration (a “**Defaulting Owner**”), then any other Owner (an “**Affected Owner**”) may, at the Affected Owner’s option and after thirty (30) days prior written notice to the Defaulting Owner, in addition to any other remedies the Affected Owner may have in law or equity, may proceed to perform such defaulted obligation on behalf of such Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) the Defaulting Owner cures the default, or (ii) if curable but cannot reasonably be cured within thirty (30) days, the Defaulting Owner begins to cure such default within such time period and thereafter diligently and continuously pursues such action to completion. The thirty (30) day notice period shall not be required (a) with respect to Declarant’s rights under Section 7 above, (b) if an emergency exists, or if such default causes interference with the construction, operation or use of the Affected Owner’s Lot which requires immediate attention; and in such event, the Affected Owner shall give such notice (if any) to the Defaulting Owner as is reasonable under the circumstances.

B. Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Affected Owner for any sum reasonably expended by the Affected Owner due to the default or in correcting the same, together with interest thereon at the rate of Ten Percent (10%) per annum, and if such reimbursement is not paid within said ten (10) days and collection is required, the Affected Owner shall be entitled to file suit to

recover the amount so expended, as well as interest as provided above and reasonable costs of collection, including without limitation, reasonable attorneys' fees, expenses and costs of court.

C. Any claim of an Affected Owner for reimbursement, together with interest accrued thereon and collection costs, shall constitute a personal obligation and liability of the Defaulting Owner and shall be secured by an equitable charge and lien on the Lot of the Defaulting Owner and all improvements located thereon. Such lien shall attach and be effective from the date of recording of the Lien Notice hereinafter described. Upon such recording, such lien shall be superior and prior to all other liens encumbering the Lot involved, except that such lien shall not be prior and superior to any mortgages or deeds of trust of record prior to the recording of such Lien Notice, or any renewal, extension or modification (including increases) of previously recorded mortgages or deeds of trust; and any purchaser at any foreclosure sale, as well as any grantee by deed in lieu of foreclosure under any such mortgage or deed of trust shall take title subject only to liens accruing pursuant to this section after the date of such foreclosure sale or conveyance in lieu of foreclosure. To evidence a lien accruing pursuant to this section, the Affected Owner curing the default of a Defaulting Owner or the Affected Owner performing such maintenance, as the case may be, shall prepare a written notice (a "**Lien Notice**") setting forth (i) the amount owing and a brief statement of the nature thereof; (ii) the Lot to which the payment(s) relate; (iii) the name of the owner or reputed owner owning the Lot involved; and (iv) reference to this Amended Declaration as the source and authority for such lien. The Lien Notice shall be signed and acknowledged by the Affected Owner desiring to file the same and shall be recorded in the real estate records in Bernalillo County, New Mexico. A copy of such Lien Notice shall be mailed to the Defaulting Owner within thirty (30) days after such recording. Any such lien may be enforced by judicial foreclosure upon the Lot to which the lien attached in like manner as a mortgage on real property is judicially foreclosed under the laws of the State of New Mexico. In any foreclosure, the Lot being foreclosed shall be required to pay the reasonable costs, expenses and attorneys' fees in connection with the preparation and filing of the Lien Notice, as provided herein, and all reasonable costs, expenses and attorneys' fees in connection with the foreclosure.

D. In the event an Owner shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or any default hereunder or to collect any amounts owing hereunder, or in the event an arbitration proceeding is commenced hereunder by agreement of the parties to any dispute, then and in such event the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for such reasonable costs and expenses incurred in connection with any such action or proceeding and any appeals therefrom, including attorneys' fees and court costs.

E. Any remedies provided for in this section are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or

threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate.

9. Designee-Lessee. An Owner may designate, by written notice delivered to the other Owner, a lessee with respect to an entire Lot to act as such Owner's designated agent for all purposes under this Declaration, and to exercise all rights and perform all obligations of such Owner under this Declaration. Upon delivery of such written designation to the other Owner, the designated agent shall be recognized by the other Owner as the party responsible for, and with authority regarding, all matters under this Declaration respecting the Lot owned by such Owner, except as otherwise expressly set forth below. Such designation shall remain in full force and effect until delivery to the other Owner of a written revocation of the designation by the Owner (or the Owner's successors or assigns). Notwithstanding the foregoing, (i) the Owner shall remain primarily responsible and liable for the obligations of such Owner under this Declaration, and (ii) the designated agent of an Owner shall have no power or authority to agree or consent to the amendment, modification or termination of this Declaration.

10. Miscellaneous.

A. Compliance with Laws. All easements provided under this Declaration shall be subject to Governmental Requirements. Each Owner shall comply with all Governmental Requirements with respect such Owner's Lot, and each Owner (an "**Indemnifying Owner**") shall indemnify, defend and hold harmless the other Owners, and such other Owners' successors, assigns, heirs, grantees, devisees, tenants, licensees, invitees and agents, from any and all loss, cost, damage, claim or liability to the extent arising out of the noncompliance by the Indemnifying Owner with Governmental Requirements, except to the extent such indemnity is prohibited by Section 56-7-1 NMSA 1978 Comp.

B. Binding Effect; Running with the Land. All the covenants, terms, agreements, conditions, and restrictions set forth in this Declaration are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors in interest, grantees and assignees, upon the terms, provisions and conditions herein set forth. This Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

C. Modification. This Declaration may be modified only by written instrument executed by the Owners of fee simple title to the Lots and Declarant.

D. Force Majeure. In the event that an Owner or Declarant shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of inability to procure materials, delay caused by the party

seeking enforcement hereof, failure of power or unavailability of utilities, riots, insurrection, war, acts of terrorism, acts of God, governmental laws or regulations (including closure of business mandated by governmental order in connection with the COVID-19 pandemic or other public health emergency) or other reason of a like nature not the fault of such Owner or not within the Owner's control, then performance of such act shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay (collectively, "**Force Majeure**"), but in no event shall the foregoing be construed to excuse or delay the performance of a monetary obligation by an Owner.

E. Notices. Any notice to be given by any Owner hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address:

Declarant: Lawrence Goodman Revocable Trust
100 Sun Ave. N.E., Suite 200
Albuquerque, New Mexico 87109
Attn: Gary Goodman, Trustee

Other Owners: Unless designated in a supplement to this Declaration or by written notice given in accordance herewith, to the address for mailing tax bills set forth in the latest real property tax rolls available.

Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

F. Estoppel Certificate. Within not more than twenty (20) days following receipt of a written request (which shall not be more frequent than three (3) times during any calendar year) from any other Owner or Declarant, each Owner and Declarant agrees that it will issue, without cost, to the requesting party (or such party's existing or prospective mortgagee, an estoppel certificate stating to the best of the issuer's knowledge that as of such date (a) whether it knows of any default under this Declaration by the requesting Owner and if there are known defaults, specifying the nature thereof, (b) whether this Declaration has been modified or amended in any way by it and if so, then stating the nature thereof, (c) whether any sums are currently due and payable under this Declaration from or to the requesting party, and (d) whether this Declaration is in full force and effect. Such statement shall act as a waiver of any claim by the party issuing it to the extent such claim is based upon facts contrary to

those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement.

[Signature Page Follows]

Exhibit A

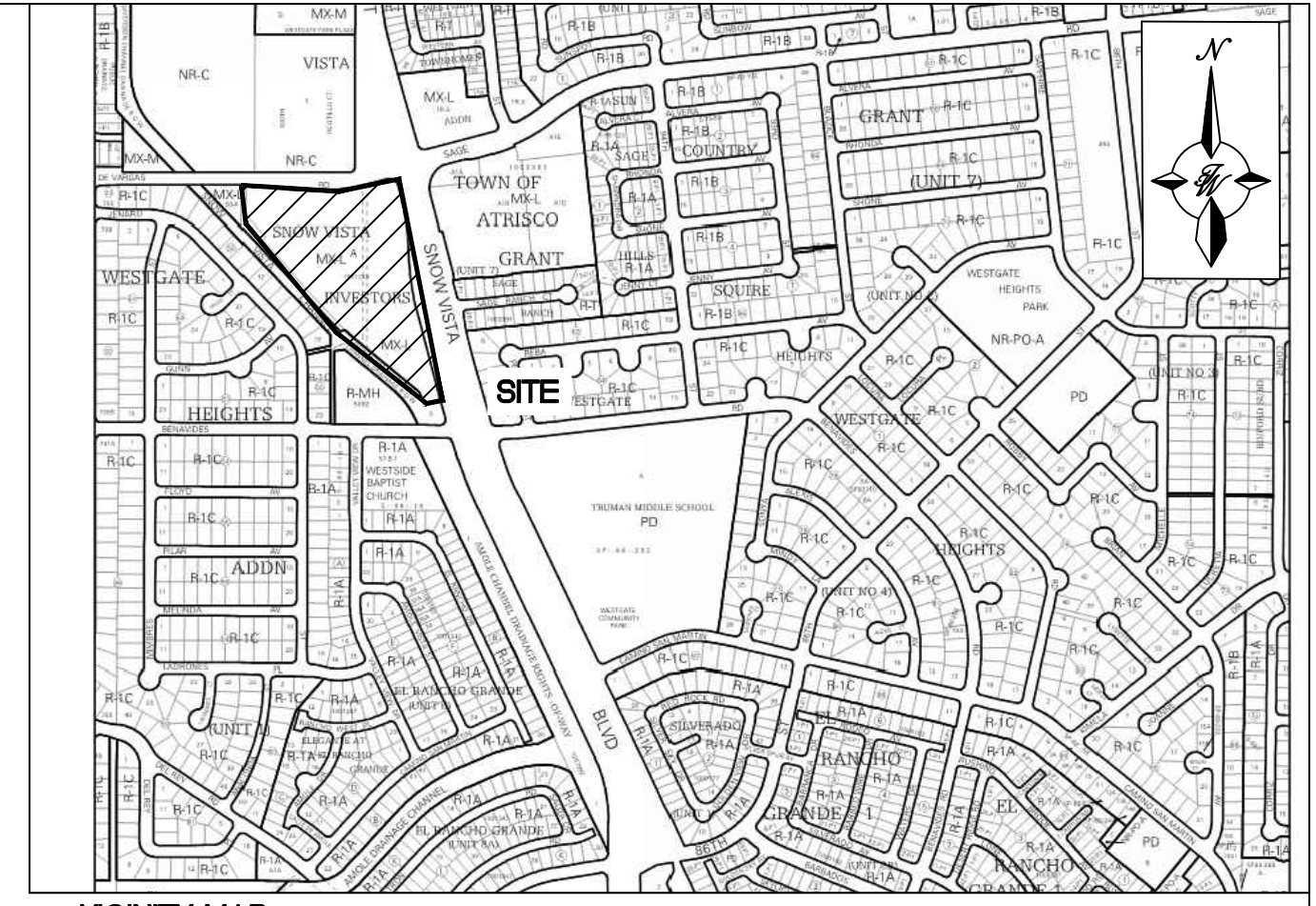
Drainage Management Plan

(Behind this Sheet)

DEVELOPED DRAINAGE MANAGEMENT PLAN

1125 Snow Vista Blvd SW Albuquerque NM 87121

LEGEND



VICINITY MAP:

Proposed Conditions (DPM WEIGHTED E METHOD CH 6)

Basin ID	Tract	Area (sf)	Area (acres)	Area (sq miles)	Treatment				100-Year, 6-Hr, Zone 1			Peak Discharge (cfs)			
					%	(acres)	%	(acres)	%	(ac-ft)	Flow	ANALYSIS POINT	FLOW RATE 100 YR		
1A	1A	83,898	1.93	0.00301	0%	0.000	0%	0.000	15%	0.289	85%	1.637	2.047	0.328	7.57
1B	1B	206,569	4.74	0.00741	0%	0.000	0%	0.000	15%	0.711	85%	4.031	2.047	0.809	18.65
1C	1C	54,969	1.26	0.00197	0%	0.000	0%	0.000	15%	0.189	85%	1.073	2.047	0.215	4.96
1D	1D	65,577	1.51	0.00235	0%	0.000	0%	0.000	15%	0.226	85%	1.280	2.047	0.257	5.92
1E	1E	49,365	1.13	0.00177	0%	0.000	0%	0.000	15%	0.170	85%	0.963	2.047	0.193	4.46
Total		460,378	10.57	0.01651		0.000		0.000		1.585		8.984		1.802	41.562

