



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-2021-005222  
Application No. SI-2021-01237

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: 01/26/2021 HEARING DATE OF DEFERRAL: \_\_\_\_\_

SUBMITTAL DESCRIPTION: Updated infrastructure list, site development plan per transportation comments.

Submittal also includes copies of shared access agreements. (To be recorded and signed)

CONTACT NAME: Luis Noriega

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

Current DRC  
Project Number: \_\_\_\_\_

**FIGURE 12**

Date Submitted: \_\_\_\_\_  
Date Site Plan Approved: \_\_\_\_\_  
Date Preliminary Plat Approved: \_\_\_\_\_  
Date Preliminary Plat Expires: \_\_\_\_\_  
DRB Project No.: PR-2021-005222  
DRB Application No.: SI-2021-01237

**INFRASTRUCTURE LIST**

(Rev. 2-16-18)

**EXHIBIT "A"**

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

**PLAT FOR TRACTS 1 AND 2 G ALAMEDA SHOPPES BEING COMPRISED OF TRACT C-4-A SEVEN BAR RANCH  
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

**TRACT C-4-A PLAT OF TRACTS C3A C3B C3C AND C4A SEVEN BAR RANCH CONT 1.9900 AC M/L OR 86,684 SQ FT M/L  
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION**

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
<input type="text"/>	<input type="text"/>	12'	Righth turn lane 150' and 75' transition with 300' of std Curb and Gutter.	Northwest driveway along NM 528 north frontage. adjacent to site.			/	/	/
<input type="text"/>	<input type="text"/>	6'	300' Concrete sidewalk including ADA ramps	Along NM 528 north frontage adjacent to site.			/	/	/
<input type="text"/>	<input type="text"/>	8"	SAS sewer main extension	NM 528 north frontage adjacent to site.	ABCWUA SAS Manhole	Property line	/	/	/
<input type="text"/>	<input type="text"/>		Remove and dispose all unused existing water and sewer services per ABCWUA specifications.				/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
							/	/	/
							/	/	/
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The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification			
							Private Inspector	P.E.	City Cnst Engineer	
<input type="text"/>	<input type="text"/>						/	/	/	
<input type="text"/>	<input type="text"/>						/	/	/	
							Approval of Creditable Items:		Approval of Creditable Items:	
							Impact Fee Administrator Signature      Date		City User Dept. Signature      Date	

**NOTES**

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.  
Street lights per City requirements.

- 1 Pond Slopes: Native Grass Seed with Aggregate Mulch or Equal (Must Satisfy the "Final Stabilization Criteria" CGP 2.2.14.b)
- 2 Undeveloped disturbed areas shall be stabilized with native seed with aggregate mulch per COA Spec 1012
- 3 The property owner/developer must continue self-inspections and BMP maintenance until the EPA's Final Stabilization Criteria is satisfied and approved by the City Stormwater Quality Section [Code § 14-5-2-11©(1)]

**AGENT / OWNER**

**DEVELOPMENT REVIEW BOARD MEMBER APPROVALS**

*Ronald R. Bohannon*

NAME (print)

*Tierra West LLC*

FIRM

*[Signature]* 1/14/2022

SIGNATURE - date

DRB CHAIR - date

PARKS & RECREATION - date

TRANSPORTATION DEVELOPMENT - date

AMAFCA - date

UTILITY DEVELOPMENT - date

CODE ENFORCEMENT - date

CITY ENGINEER - date

\_\_\_\_\_ - date

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

## CROSS ACCESS AGREEMENT

THIS CROSS ACCESS AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between **WESTERN HILLS INVESTMENTS, LLC**, a New Mexico limited liability company (“**Landlord**”), whose address is P.O. Box 45688, Rio Rancho, New Mexico 87174, and **BB HOLDINGS NM, LLC**, an Oregon limited liability company (“**Tenant**”), whose address is PO Box 1929, Grants Pass OR, 97528, or 110 SW 4<sup>th</sup> St., Grants Pass, OR 97526.

### **RECITALS:**

A. Landlord is the owner of that certain real property in the City of Albuquerque, Bernalillo County, New Mexico, more particularly described as Tract C-4-A of Seven Bar Ranch, as the same is shown and designated on the Plat entitled, "TRACTS C-3-A, C-3-B, C-3-C AND C-4-A, SEVEN-BAR RANCH, (BEING A REPLAT OF TRACTS C-3 AND C-4, SEVEN-BAR RANCH), CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico on July 2, 1993 in Volume 93C, folio 189, as Document No. 93-071196 (the “**Property**”).

B. Landlord and Tenant have entered into a Commercial Ground Lease dated December 29, 2020 (the “**Lease**”), wherein Landlord is leasing to the Tenant a portion of the Property being approximately 0.7508 acres in size and shown as “Tract 1” on **Exhibit A** attached hereto (“**Tract 1**”).

C. The remaining portion of the Property is shown as “Tract 2” on **Exhibit A** attached hereto (“**Tract 2**”).

D. The parties desire to enter into an agreement permitting cross access over a portion of Tract 1 and Tract 2 as depicted on **Exhibit A** attached hereto (the “**Cross Access Road**”) on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained hereinbelow and in the Lease, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree and covenant as follows:

### **AGREEMENT:**

1. **Cross Access Creation and Construction**. Tenant, at its sole cost and expense, shall be responsible for any demolition, grading and construction work associated with the creation of a paved access road on and over the Cross Access Road. Landlord hereby grants to Tenant and its agents and contractors access in, over, upon, across and under the Cross Access Road for the purpose of demolition, grading and construction of the paved access road over Tract 2.

2. **Maintenance**. During the term of the Lease, Tenant shall be responsible for the upkeep and maintenance of those portions of the Cross Access Road which are located on Tract 1. During the term of the Lease until the completion and occupancy of a building (excluding a

cell tower and related facilities) on Tract 2, Tenant shall be responsible for the upkeep and maintenance of those portions of the Cross Access Road which are located on Tract 2. After completion and occupancy of a building (excluding a cell tower and related facilities) on Tract 2, Landlord shall be responsible for the upkeep and maintenance of those portions of the Cross Access Road which are located on Tract 2 subject to any reimbursement provisions contained in the Lease. The parties shall maintain the Cross Access Road in a first-class manner and condition, and otherwise in compliance with all laws, rules, regulations, and ordinances. In the event either party fails to properly upkeep and maintain the Cross Access Road (the "Non-complying Party"), and such failure continues for a period of thirty (30) days after written notice to the Non-complying Party, the other party shall have the right to perform any necessary maintenance and obtain reimbursement from the Non-complying Party.

3. Contingency. Tenant's rights under this Agreement are expressly contingent upon the Lease being in full force and effect. In the event the Lease terminates for any reason, this Agreement shall immediately terminate and Tenant shall have no further rights hereunder. Upon any termination of this Agreement, upon the request of the Landlord, Tenant agrees to promptly execute and acknowledge a written termination of this Agreement in recordable form

4. Successors and Assigns. This Agreement shall run with the Property and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

5. Indemnity.

(a) Landlord hereby agrees to indemnify, defend, and hold harmless the Tenant for, from and against any and all claims, damages, costs, liabilities, losses and expenses (including, without limitation, attorneys' fees) arising out of the use of the Cross Access Road by Landlord, its agents, contractors, employees, customers and invitees.

(b) Tenant hereby agrees to indemnify, defend, and hold harmless Landlord for, from and against any and all claims, damages, costs, liabilities, losses and expenses (including, without limitation, attorneys' fees) arising out of the use of the Cross Access Road by Tenant, its agents, contractors, employees, customers and invitees.

6. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

(b) Severability. In case any one (1) or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) Counterparts. This Agreement may be executed in one (1) or more counterparts, and all the counterparts shall constitute but one (1) and the same agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

(d) Time. Time is of the essence of every provision contained in this Agreement.

(e) Nonwaiver. Unless otherwise expressly provided in Agreement, no waiver by a party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to a party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

(f) Captions. Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

(g) Exhibits. All Exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

(h) Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or Exhibits hereto.

*[The remainder of this page left intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in one (1) or more counterparts, on the date set forth above, effective as of the date first above written.

**WESTERN HILLS INVESTMENTS, LLC,**  
a New Mexico limited liability company

By: \_\_\_\_\_  
Julian S. Garza, Manager

**BB HOLDINGS NM, LLC,**  
an Oregon limited liability company

By: Boersma Bros. LLC, its Member  
By: Dutch Mafia, LLC, its Member

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.:  
COUNTY OF JOSEPHINE )

The foregoing document was acknowledged before me this \_\_\_\_\_ day of May, 2021, by \_\_\_\_\_ as Manager of Dutch Mafia, LLC, an Oregon limited liability company and Member of Boersma Bros LLC, an Oregon limited liability company and Member of BB Holdings NM, LLC, and Oregon limited liability company, on behalf of all said companies.

\_\_\_\_\_  
Notary Public

(SEAL)

STATE OF NEW MEXICO        )  
  ) ss.:  
COUNTY OF SANDOVAL        )

The foregoing document was acknowledged before me this \_\_\_\_\_ day of May, 2021, by \_\_\_\_\_ as Manager of Western Hills Investments, LLC, a New Mexico limited liability company, on behalf of said company.

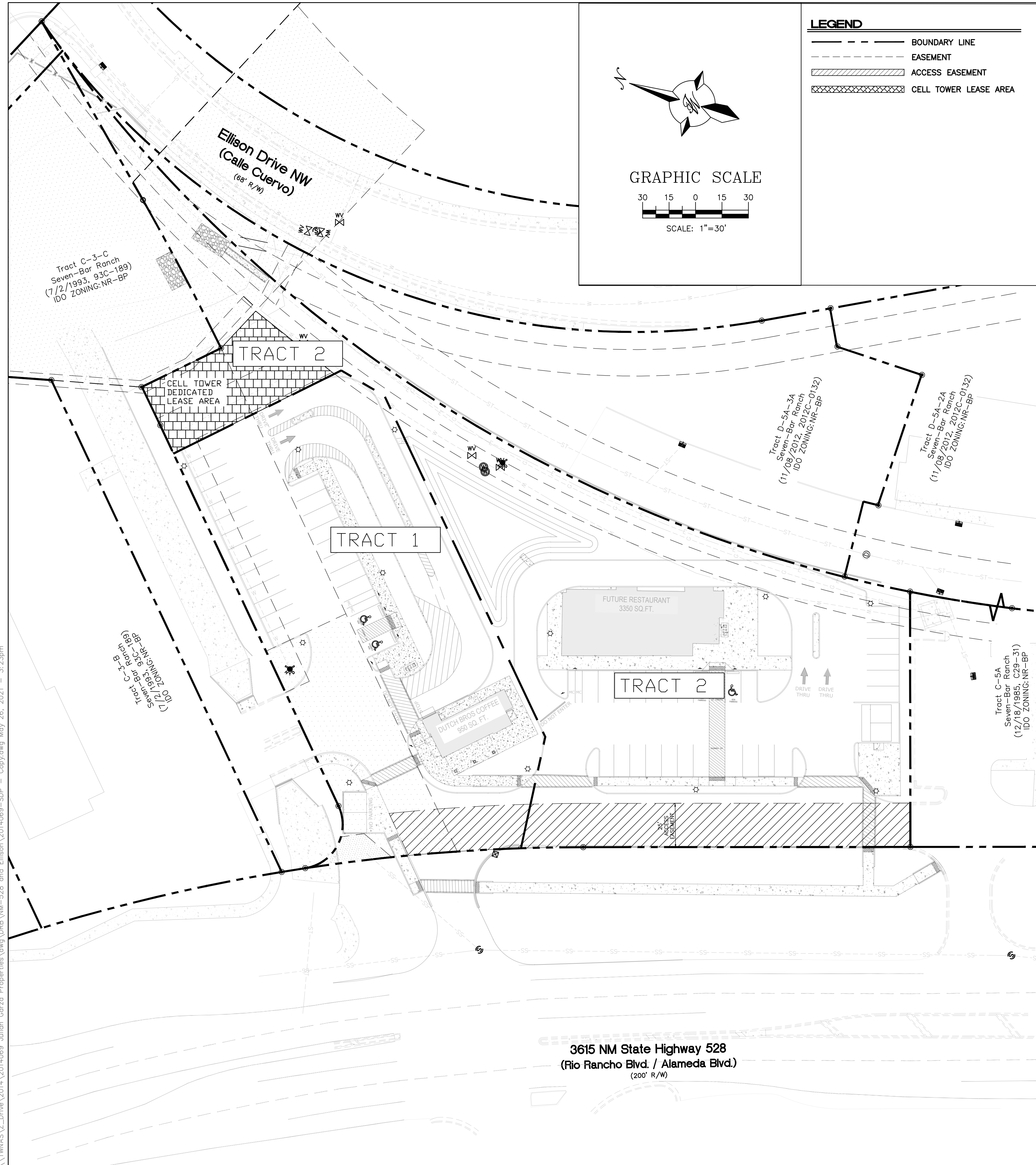
\_\_\_\_\_  
Notary Public

(SEAL)

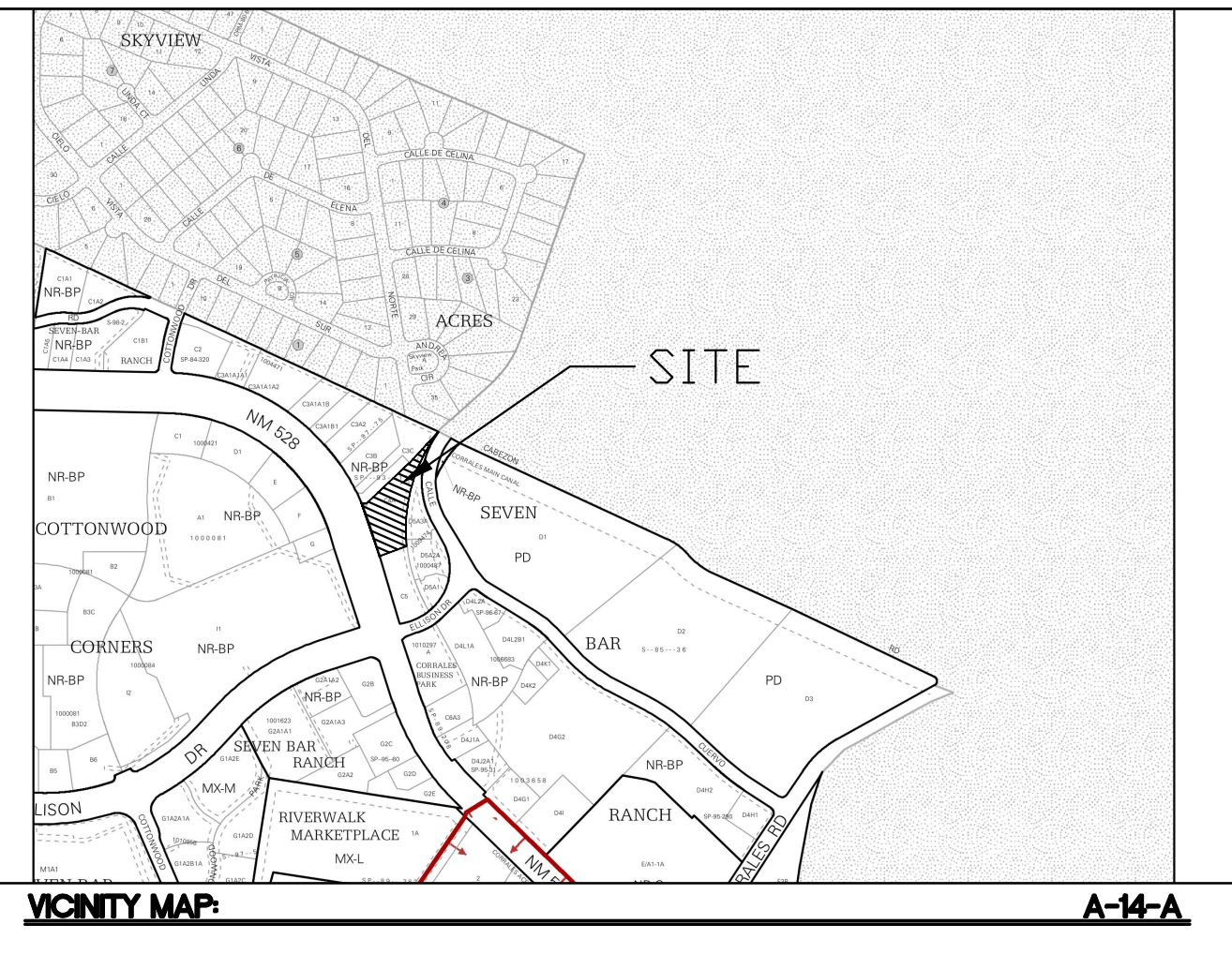
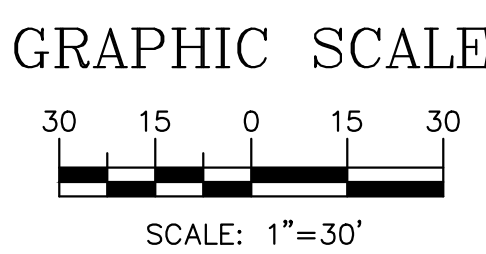
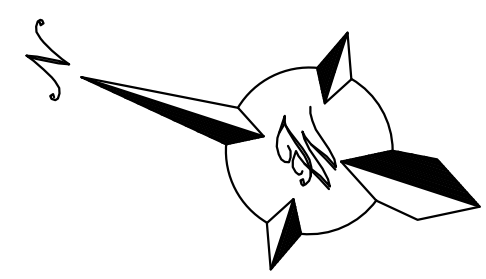


**EXHIBIT A**  
**CROSS ACCESS ROAD DEPICTION**





- LEGEND**
- BOUNDARY LINE
  - - - EASEMENT
  - ▨ ACCESS EASEMENT
  - ▩ CELL TOWER LEASE AREA



**LEGAL DESCRIPTION:**  
TRACT C-4-A PLAT OF TRACTS C3A C3B C3C AND C4A SEVEN BAR RANCH CONT 1.9000 AC M/L OR 86,684 SQ FT M/L

\\TWNAS\Z\_Drive\2014\2014069-Julian\_Garza\_Properties\dwg\DRB\NM-528 and Ellison\2014069-SDP - Copy.dwg May 26, 2021 - 3:23pm

ENGINEER'S SEAL	NM 528 AND ELLISON 3615 HWY 528	DRAWN BY LN
	EXHIBIT A CROSS ACCESS ROAD	DATE 05/20/2021
RONALD R. BOHANNAN P.E. #7868	 5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrawestllc.com	DRAWING 2014069-SPE
		SHEET # <b>A</b>
		JOB # 2020091



## VEHICULAR ACCESS AGREEMENT

THIS VEHICULAR ACCESS AGREEMENT (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between **WESTERN HILLS INVESTMENTS, LLC**, a New Mexico limited liability company (“**Landlord**”), whose address is P.O. Box 45688, Rio Rancho, New Mexico 87174, and **BB HOLDINGS NM, LLC**, an Oregon limited liability company (“**Tenant**”), whose address is PO Box 1929, Grants Pass OR, 97528, or 110 SW 4<sup>th</sup> St., Grants Pass, OR 97526.

### **RECITALS:**

A. Landlord is the owner of that certain real property in the City of Albuquerque, Bernalillo County, New Mexico, more particularly described as Tract C-4-A of Seven Bar Ranch, as the same is shown and designated on the Plat entitled, "TRACTS C-3-A, C-3-B, C-3-C AND C-4-A, SEVEN-BAR RANCH, (BEING A REPLAT OF TRACTS C-3 AND C-4, SEVEN-BAR RANCH), CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico on July 2, 1993 in Volume 93C, folio 189, as Document No. 93-071196 (the “**Property**”).

B. Landlord and Tenant have entered into a Commercial Ground Lease dated December 29, 2020 (the “**Lease**”), wherein Landlord is leasing to the Tenant a portion of the Property being approximately 0.7508 acres in size and shown as “Tract 1” on **Exhibit A** attached hereto (“**Tract 1**”).

C. The remaining portion of the Property is shown as “Tract 2” on **Exhibit A** attached hereto (“**Tract 2**”).

D. The parties desire to enter into a vehicular access agreement permitting access over a portion of Tract 1 to and from the cell tower to be located on Tract 2 as depicted on **Exhibit A** attached hereto (the “**Access Road**”) on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained hereinbelow and in the Lease, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree and covenant as follows:

### **AGREEMENT:**

1. **Cross Access Creation and Construction**. Tenant, at its sole cost and expense, shall be responsible for any demolition, grading and construction work associated with the creation of a paved access road on and over the Access Road. Landlord hereby grants to Tenant and its agents and contractors access in, over, upon, across and under the Access Road for the purpose of demolition, grading and construction of the paved access road over Tract 2.

2. **Maintenance**. During the term of the Lease, Tenant shall be responsible for the upkeep and maintenance of those portions of the Access Road which are located on Tract 1 and Tract 2. Tenant shall maintain the Access Road in a first-class manner and condition, and otherwise in compliance with all laws, rules, regulations, and ordinances. In the event Tenant

fails to properly upkeep and maintain the Access Road and such failure continues for a period of thirty (30) days after written notice to Tenant, Landlord shall have the right to perform any necessary maintenance and obtain reimbursement from the Tenant.

3. Allowed Use. Landlord, its agents, contractors, tenants and invitees shall have the right to use the Access Road for vehicular ingress and egress from New Mexico State Highway 528 over Tract 1 to a cell tower to be constructed on Tract 2 approximately in the location shown on Exhibit A attached hereto.

4. Successors and Assigns. This Agreement shall run with the Property and shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

5. Indemnity.

(a) Landlord hereby agrees to indemnify, defend, and hold harmless the Tenant for, from and against any and all claims, damages, costs, liabilities, losses and expenses (including, without limitation, attorneys' fees) arising out of the use of the Access Road by Landlord, its agents, contractors, employees, tenants, customers and invitees.

(b) Tenant hereby agrees to indemnify, defend, and hold harmless Landlord for, from and against any and all claims, damages, costs, liabilities, losses and expenses (including, without limitation, attorneys' fees) arising out of the use of the Access Road by Tenant, its agents, contractors, employees, customers and invitees.

6. Termination. Landlord, in Landlord's sole discretion, may terminate this Agreement at any time by recording in the office of the Bernalillo County Clerk a written notice of termination executed and acknowledged by the Landlord.

7. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

(b) Severability. In case any one (1) or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) Counterparts. This Agreement may be executed in one (1) or more counterparts, and all the counterparts shall constitute but one (1) and the same agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

(d) Time. Time is of the essence of every provision contained in this Agreement.

(e) Nonwaiver. Unless otherwise expressly provided in Agreement, no waiver by a party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to a party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

(f) Captions. Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

(g) Exhibits. All Exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

(h) Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or Exhibits hereto.

*[The remainder of this page left intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in one (1) or more counterparts, on the date set forth above, effective as of the date first above written.

**WESTERN HILLS INVESTMENTS, LLC,**  
a New Mexico limited liability company

By: \_\_\_\_\_  
Julian S. Garza, Manager

**BB HOLDINGS NM, LLC,**  
an Oregon limited liability company

By: Boersma Bros. LLC, its Member  
By: Dutch Mafia, LLC, its Member

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.:  
COUNTY OF JOSEPHINE )

The foregoing document was acknowledged before me this \_\_\_\_\_ day of May, 2021, by \_\_\_\_\_ as Manager of Dutch Mafia, LLC, an Oregon limited liability company and Member of Boersma Bros LLC, an Oregon limited liability company and Member of BB Holdings NM, LLC, and Oregon limited liability company, on behalf of all said companies.

\_\_\_\_\_  
Notary Public

(SEAL)

STATE OF NEW MEXICO        )  
  ) ss.:  
COUNTY OF SANDOVAL        )

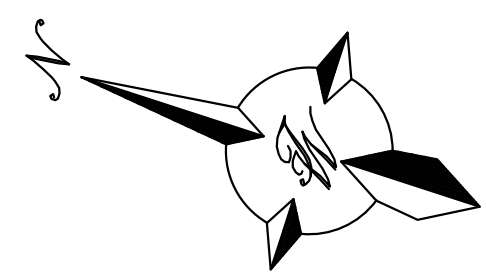
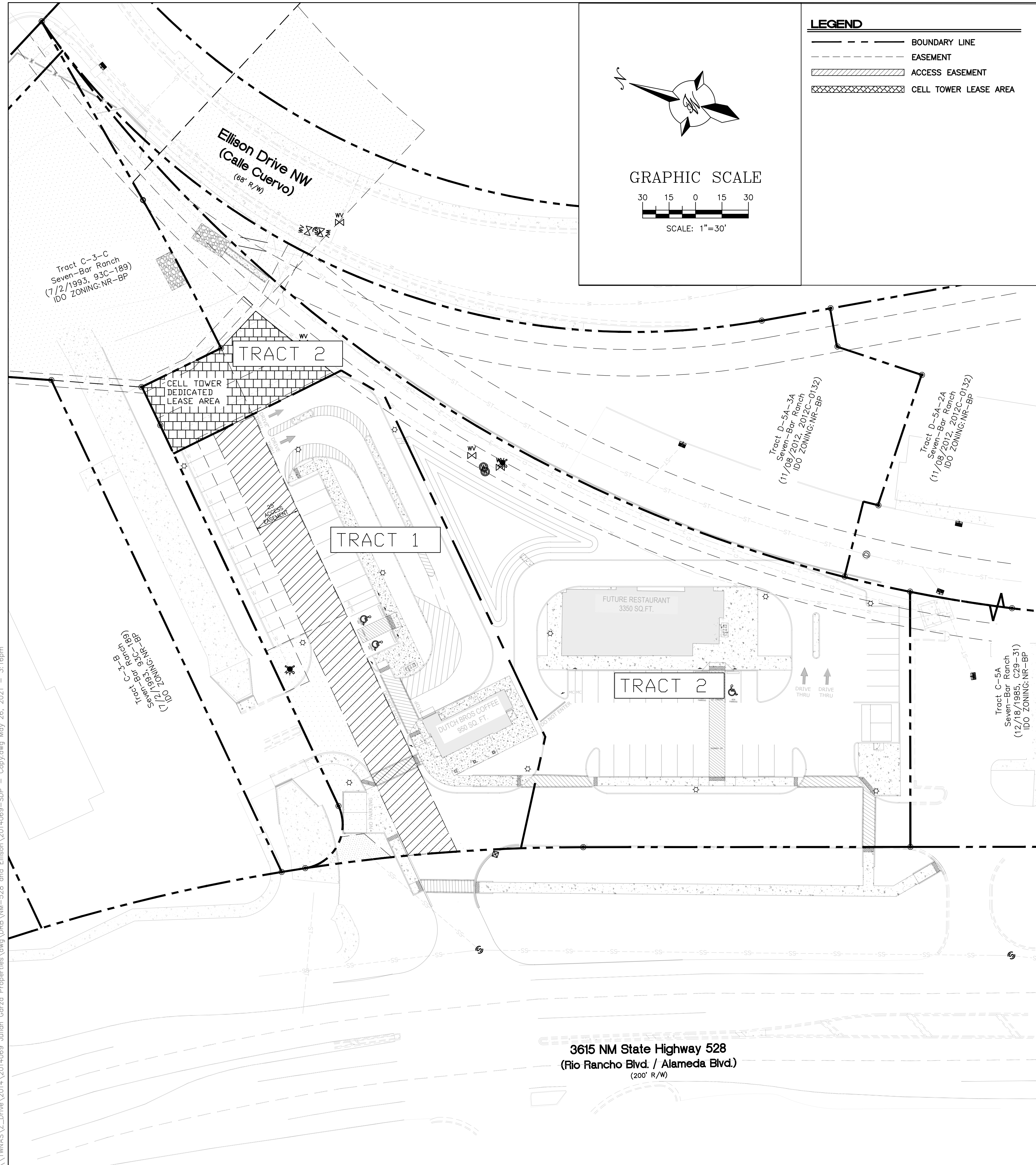
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\_\_\_\_\_  
Notary Public

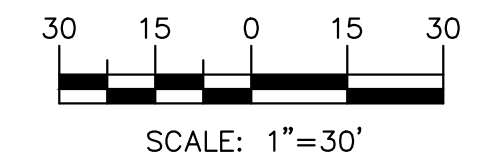
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**EXHIBIT A**  
**ACCESS ROAD DEPICTION**



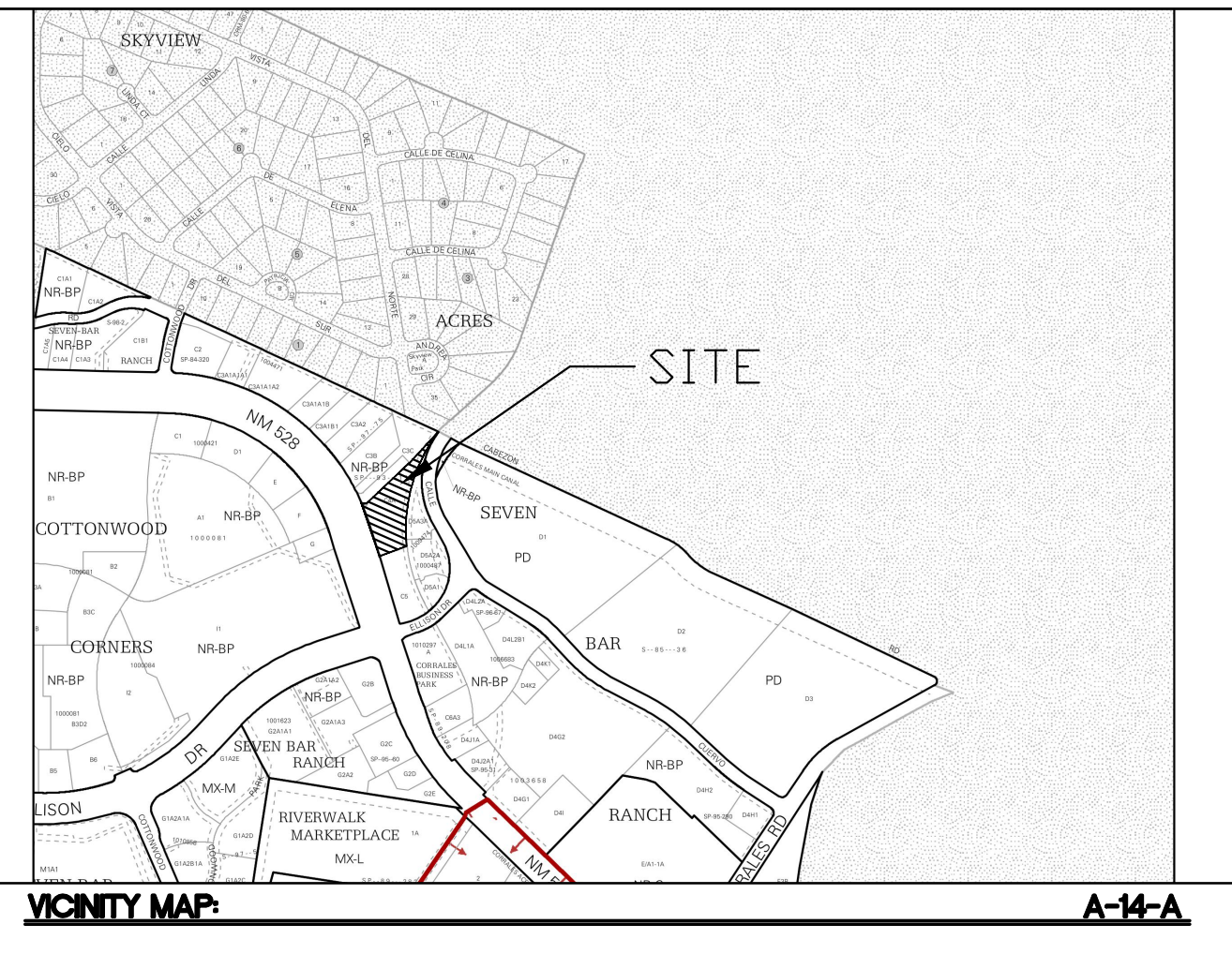


GRAPHIC SCALE



SCALE: 1"=30'

- LEGEND**
- BOUNDARY LINE
  - - - EASEMENT
  - ▨ ACCESS EASEMENT
  - ▩ CELL TOWER LEASE AREA



**LEGAL DESCRIPTION:**  
TRACT C-4-A PLAT OF TRACTS C3A C3B C3C AND C4A SEVEN BAR RANCH CONT 1.9000 AC M/L OR 86,684 SQ FT M/L

\\TWNAS\Z\_Drive\2014\2014069-Julian\_Garza\_Properties\dwg\DRB\NM-528 and Ellison\2014069-SDP - Copy.dwg May 26, 2021 - 3:16pm

ENGINEER'S SEAL	<b>NM 528 AND ELLISON</b> <b>3615 HWY 528</b>	DRAWN BY LN
	<b>EXHIBIT A</b> <b>CROSS ACCESS ROAD</b>	DATE 05/20/2021
RONALD R. BOHANNAN P.E. #7868	<b>TIERRA WEST, LLC</b> 5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrawestllc.com	DRAWING 2014069-SPE
		SHEET # <b>A</b>
		JOB # 2020091