



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-2021-005687  
Application No. SI-2021-00985

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.**

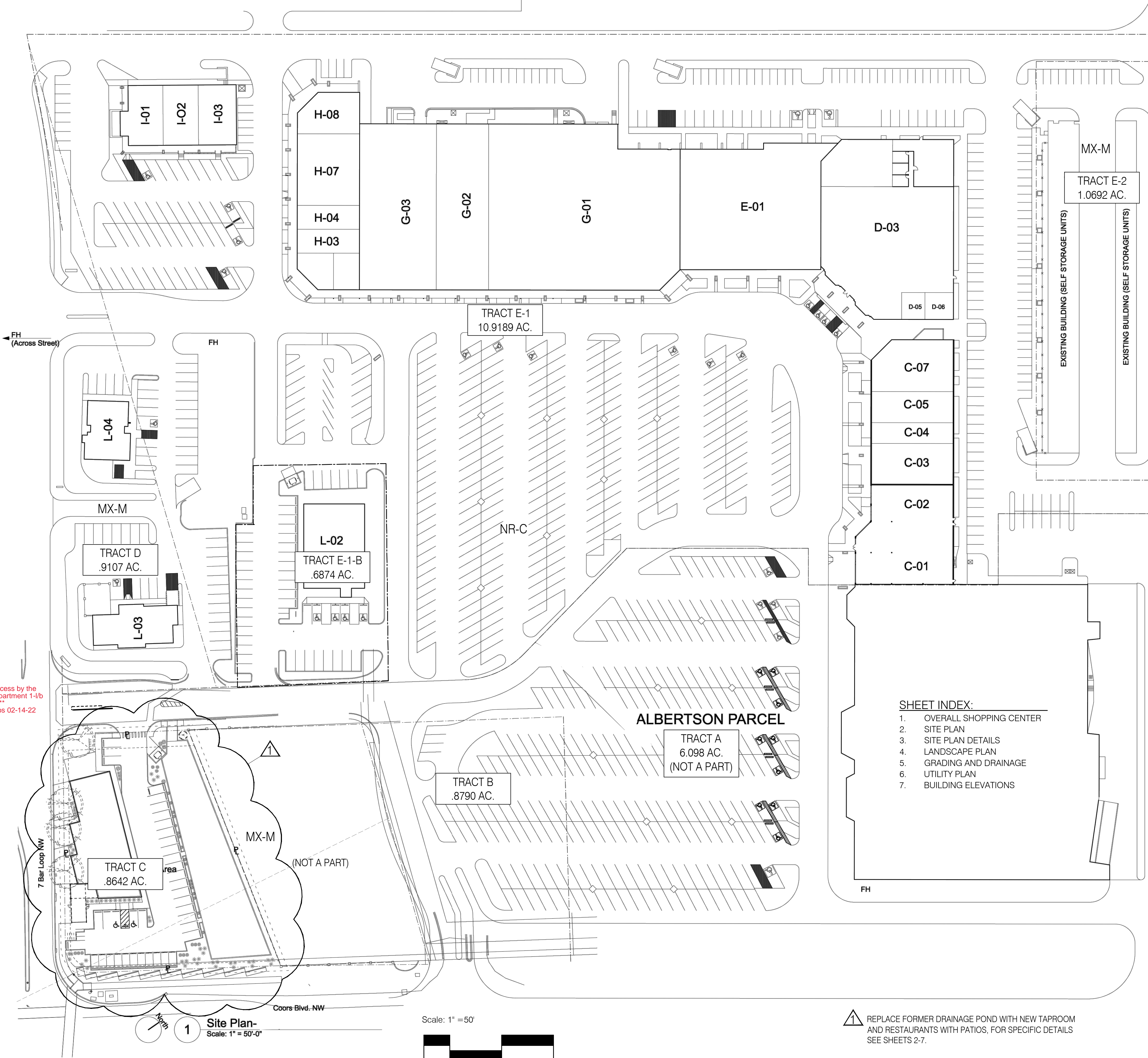
DRB SCHEDULED HEARING DATE: 02/16/2022 HEARING DATE OF DEFERRAL: 03/30/2022

SUBMITTAL DESCRIPTION: Updated plan set with Solid Waste approval, infrastructure list, completed DRWS form, confirmation of DOT approval for 6' sidewalk width, Declaration of Restrictions and Grant of Easements

CONTACT NAME: Thomas Lampo

TELEPHONE: 505-764-9801 EMAIL: lampo@consensusplanning.com





**SITE DATA:**  
 City of Albuquerque  
 Location: 10131 Coors Blvd. NW  
 Zoning: MX-M / NR-C  
 Zoning Atlas Page: B-14  
 Setbacks: No Change  
 Height: No change  
 Parking:

FIRST 15,000 SQ. FT @200 SQ. FT 75  
 NEXT 45,000 SQ. FT @ 250 SQ. FT 180  
 NEXT 77,829 SQ. FT @ 300 SQ. FT 260

TOTAL REQUIRED: 515  
 HC required 16  
 Motorcycle required 7

TOTAL PROVIDED: 616  
 HC provided 21  
 Motorcycle provided 12

**TRACT C SOLID WASTE NOTES:**  
 1. Remove existing raised median and replace with yellow traffic grade striping.  
 2. Trash enclosure shall be located at grade and shall not have a slope greater than 1/8" per foot.

NOTE: A-01 (Albertsons not included in retail center) (Albertsons Parcel- 72,000 sq. ft. building w/ 254 spaces)

**SITE DATA:**  
 I.B.C.  
 Total New Bld. Area: = 5,600 sq.ft.  
 Occupancy: A-2  
 Construction Type: Existing Vb  
 Separation: 1-Hour Btw. Suites  
 Sprinkler: No  
 Description: Major amendment to add new pad site for 5,600 sq.ft. building for 2 restaurants and a tap room.

PROJECT NUMBER: 2021-005687  
 Application Number: S1-2021-00985

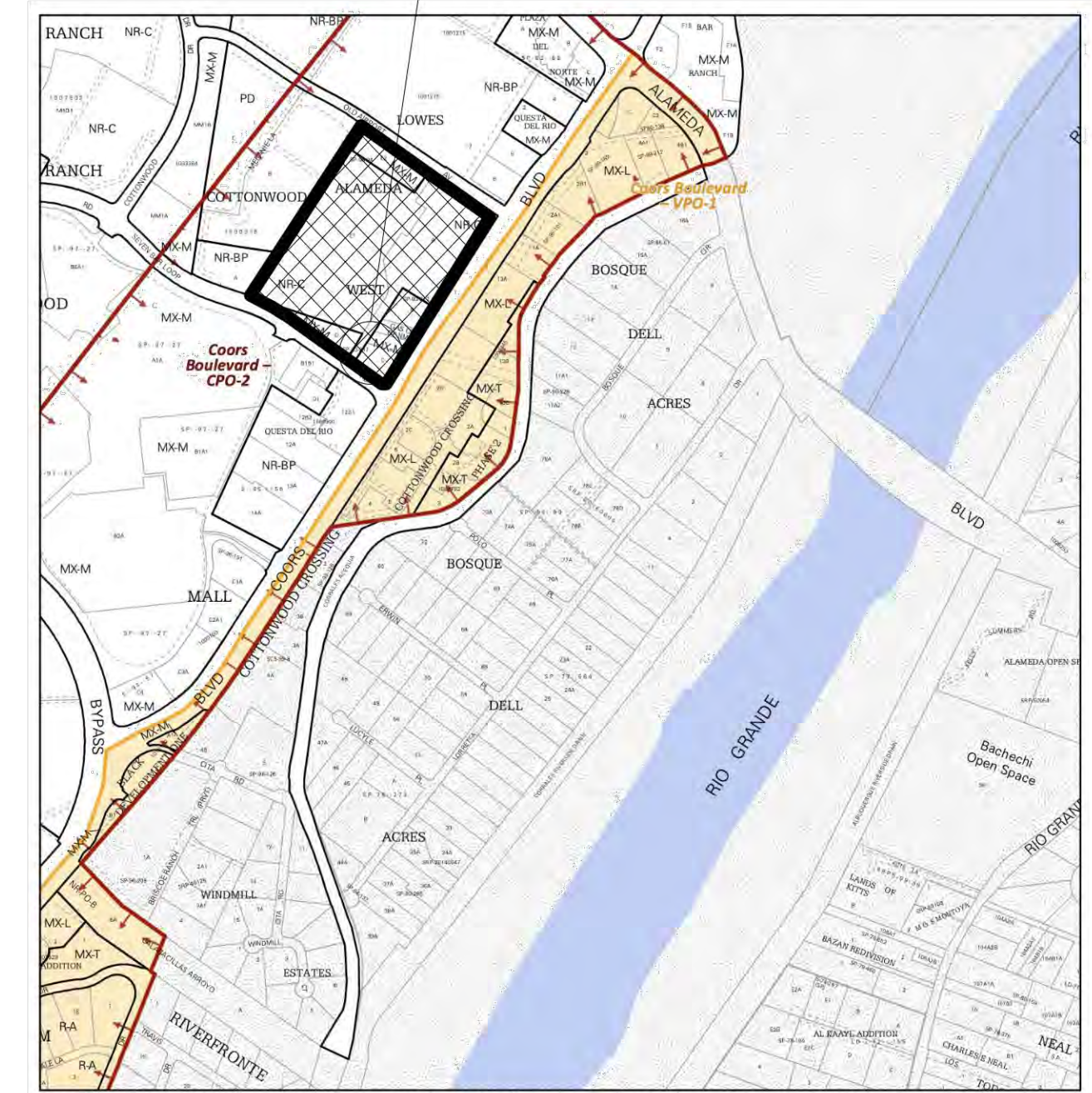
This Plan is consistent with the specific Site Development Plan approved by the Environmental Planning Commission (EPC), dated August 19, 2021 and the Findings and Conditions in the Official Notification of Decision are satisfied.

Is an Infrastructure List required? ( ) Yes ( ) No If yes, then a set of approved DRC plans with a work order is required for any construction within Public Right-of-Way or for construction of public improvements.

DRB SITE DEVELOPMENT PLAN SIGNOFF APPROVAL:

|   |          |
|---|----------|
| Traffic Engineering, Transportation Division            | Date     |
| ABCWUA  | Date     |
| Parks and Recreation Department                         | Date     |
| City Engineer<br>Herman Gallegos <i>Herman Gallegos</i> | 02-14-22 |
| Solid Waste Management                                  | Date     |
| Code Enforcement  | Date     |
| DRB Chairperson, Planning Department                    | Date     |

Project Site 10131 Coors Blvd. NW  
 Suite L-02



- SHEET INDEX:**
1. OVERALL SHOPPING CENTER
  2. SITE PLAN
  3. SITE PLAN DETAILS
  4. LANDSCAPE PLAN
  5. GRADING AND DRAINAGE
  6. UTILITY PLAN
  7. BUILDING ELEVATIONS

**ALBERTSON PARCEL**  
 TRACT A  
 6.098 AC.  
 (NOT A PART)

TRACT B  
 .8790 AC.

TRACT C  
 8642 AC.

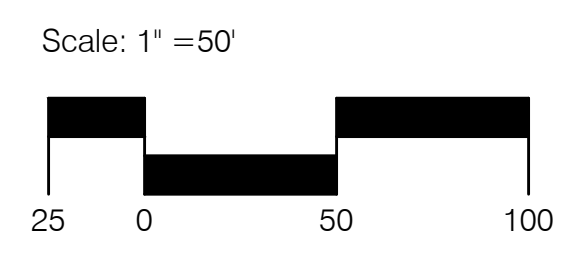
TRACT E-1-B  
 .6874 AC.

TRACT E-1  
 10.9189 AC.

TRACT E-2  
 1.0692 AC.

Approved for access by the  
 Solid Waste Department 1-1/b  
 "Hazard Route"  
 Herman Gallegos 02-14-22

1 Site Plan-  
 Scale: 1" = 50'-0"



REPLACE FORMER DRAINAGE POND WITH NEW TAPROOM AND RESTAURANTS WITH PATIOS, FOR SPECIFIC DETAILS SEE SHEETS 2-7.

TREVESTON ELLIOTT  
 ARCHITECT

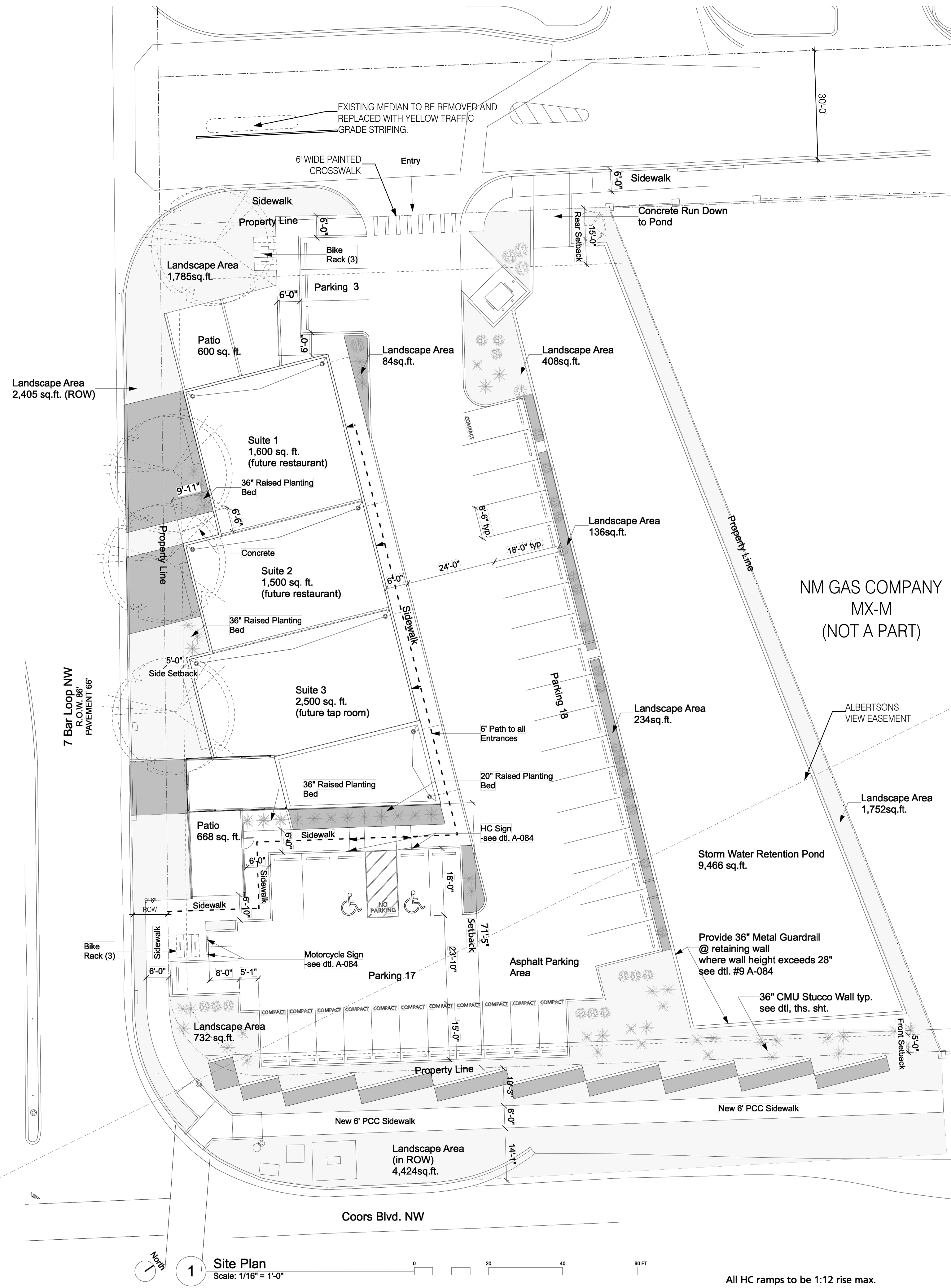
811 12TH ST. NW  
 ALBUQUERQUE, NEW MEXICO  
 87102  
 C 505.259.4617  
 treveston@trevestonarchitect.com  
 www.trevestonarchitect.com

ALAMEDA WEST SHOPPING CENTER  
 ALBUQUERQUE, NEW MEXICO

100% SCHEMATIC DESIGN

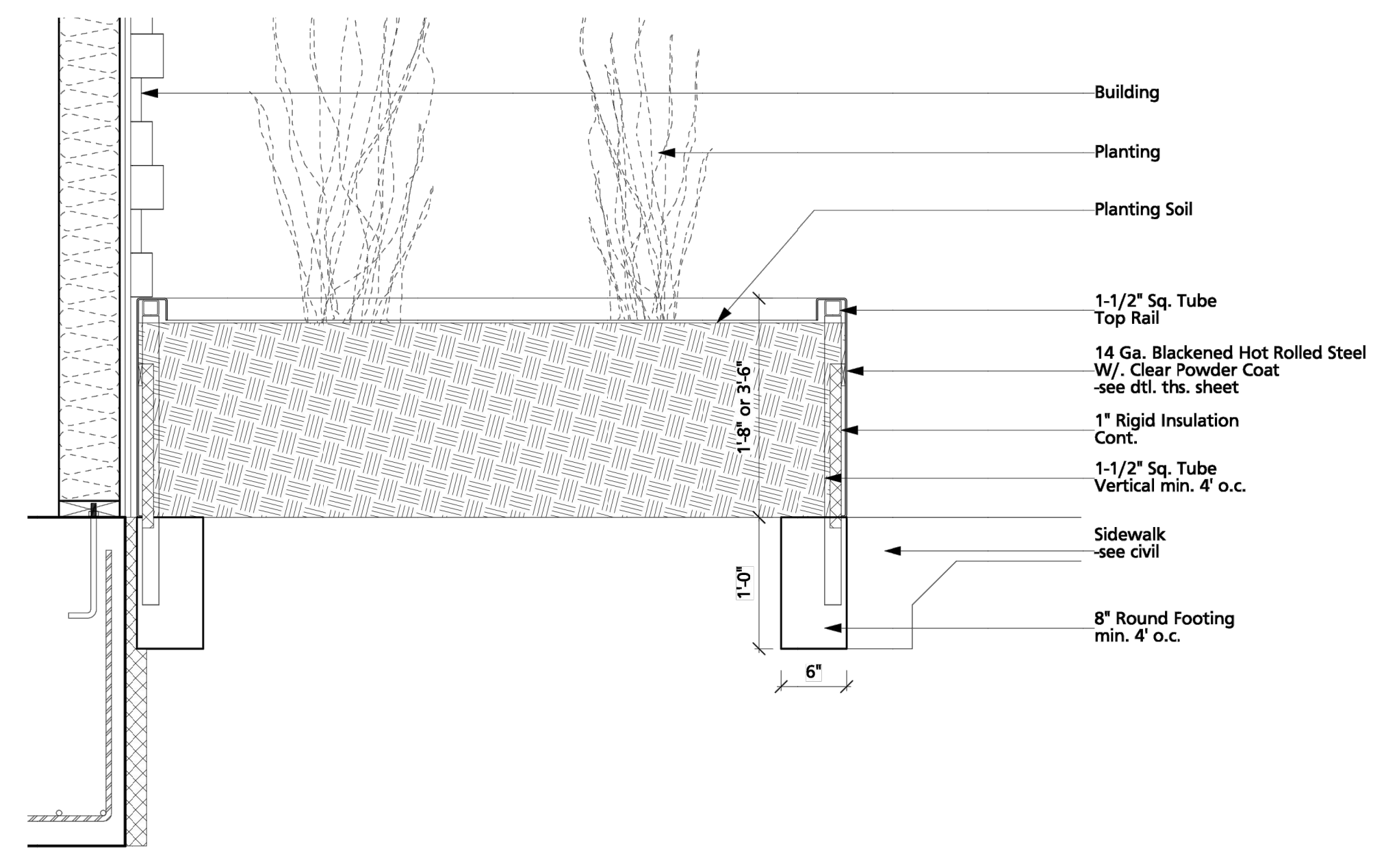
SITE PLAN-EPC  
 MAJOR AMENDMENT



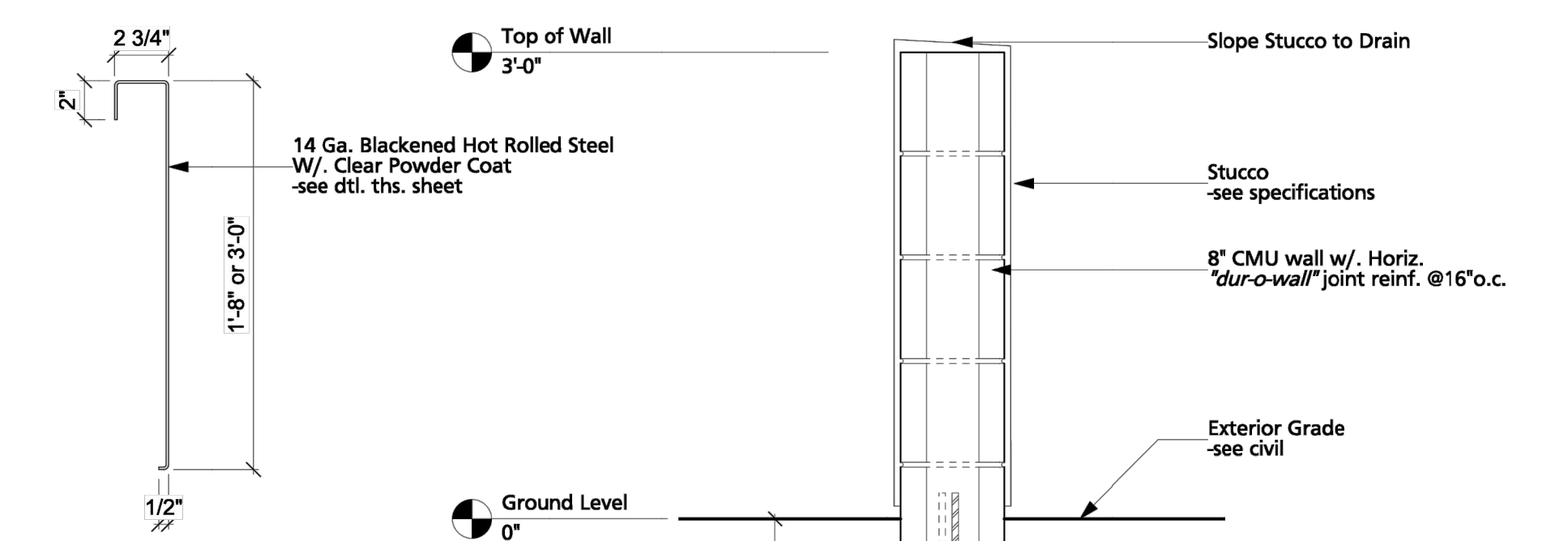


NM GAS COMPANY  
MX-M  
(NOT A PART)

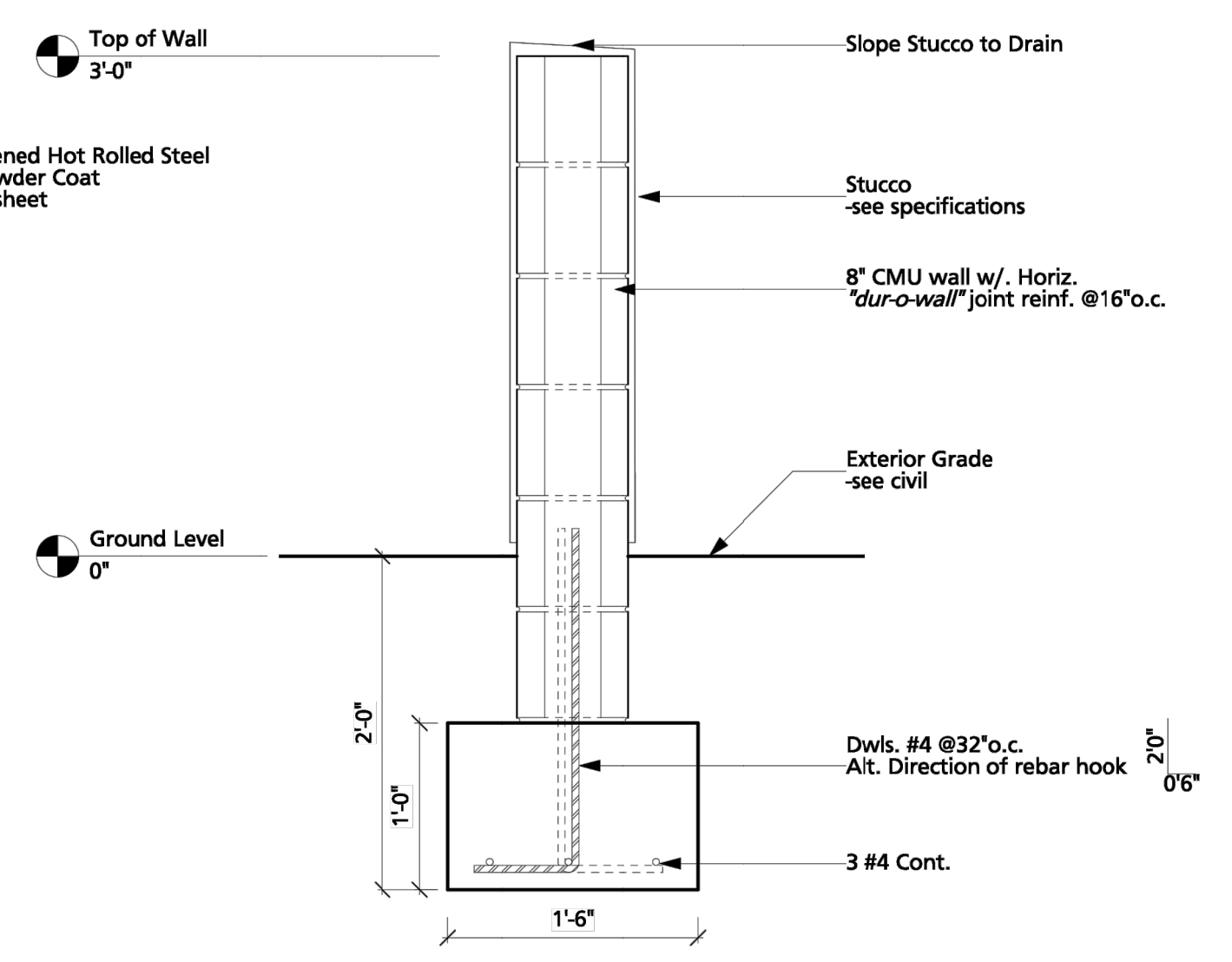
SITE DATA:  
ZONING: MX-M  
LEGAL DESCRIPTION: TRACT C .86 ACRES



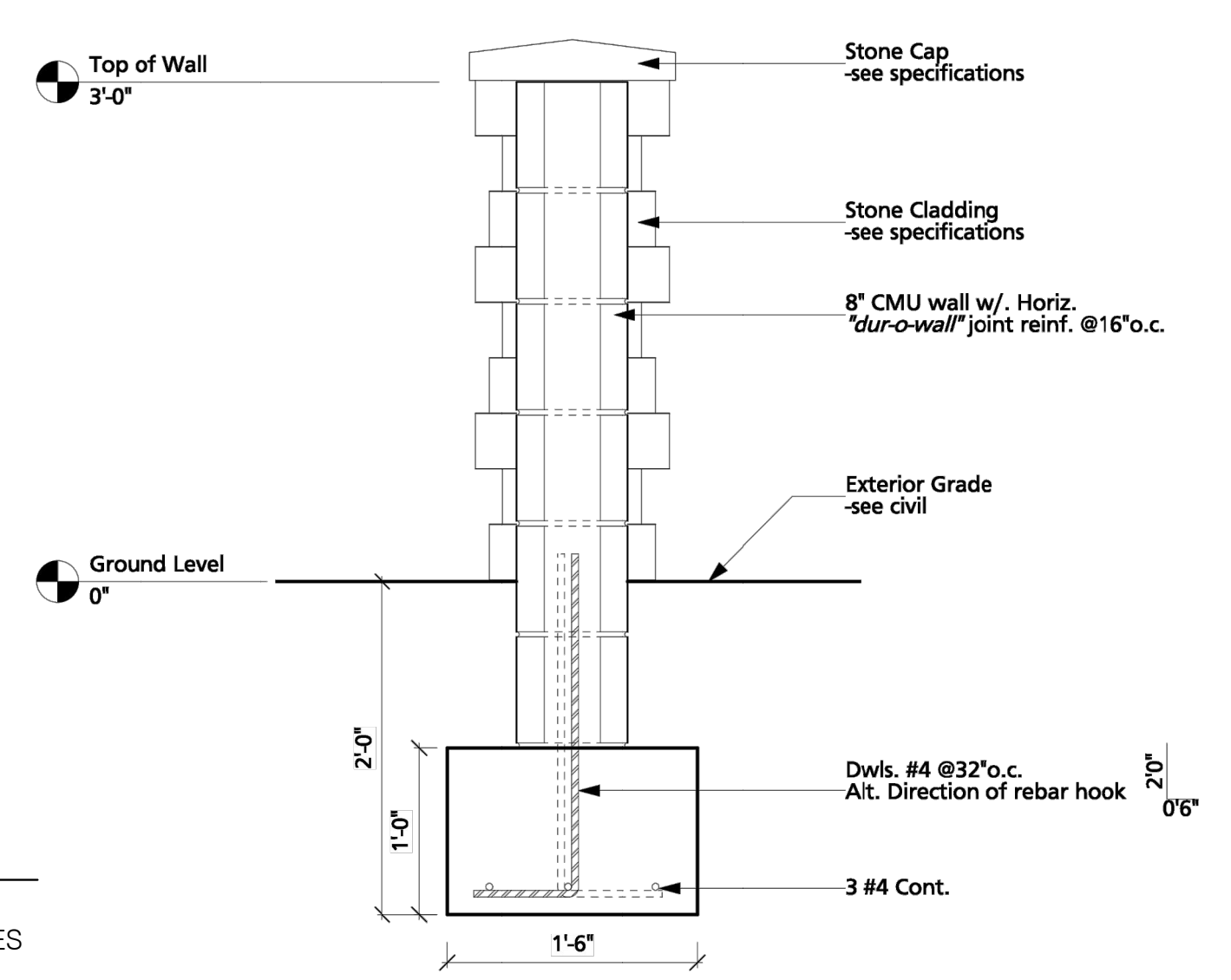
2 Planter  
Scale: 1" = 1'-0"



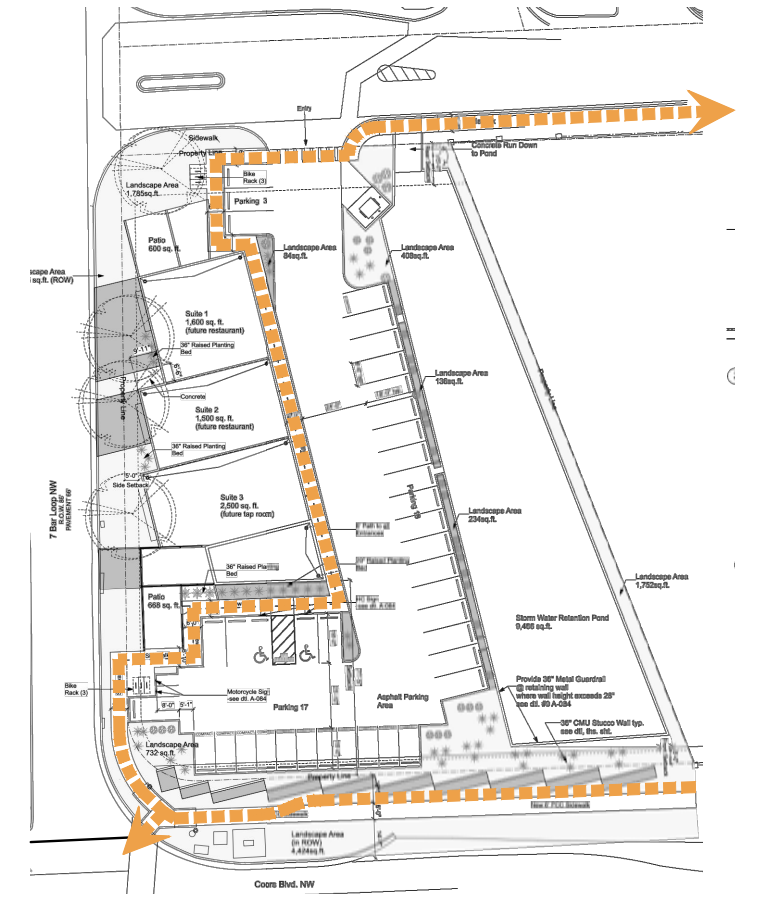
5 Planter Facade  
Scale: 1 1/2" = 1'-0"



3 Yard Wall Detail - Stucco  
Scale: 1" = 1'-0"



4 Yard Wall Detail - Stone Veneer  
Scale: 1" = 1'-0"

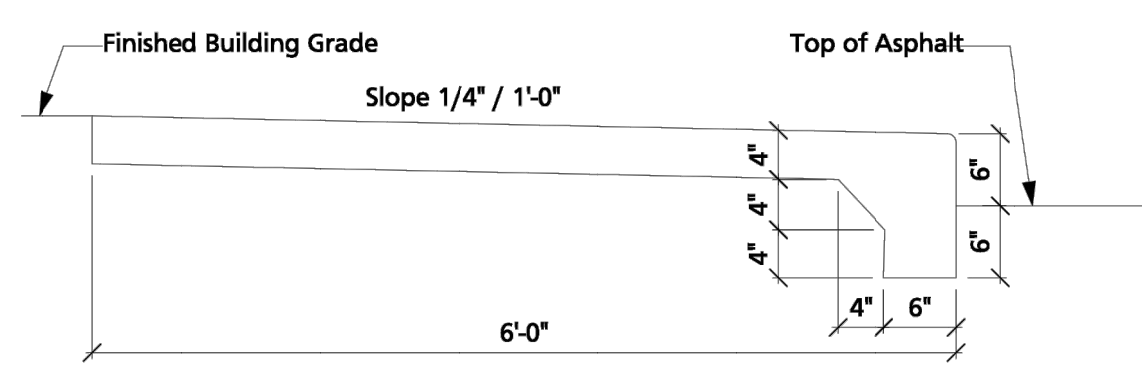


PEDESTRIAN DIAGRAM Not to Scale

TREVESTON ELLIOTT  
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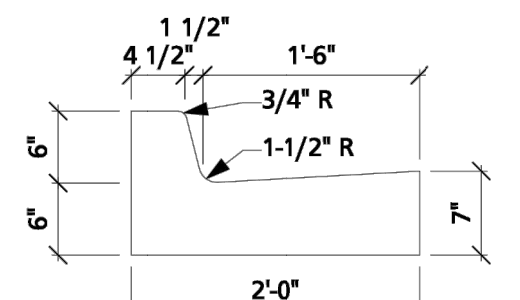
COTTONWOOD WEST  
SHOPPING CENTER  
ALBUQUERQUE, NEW MEXICO





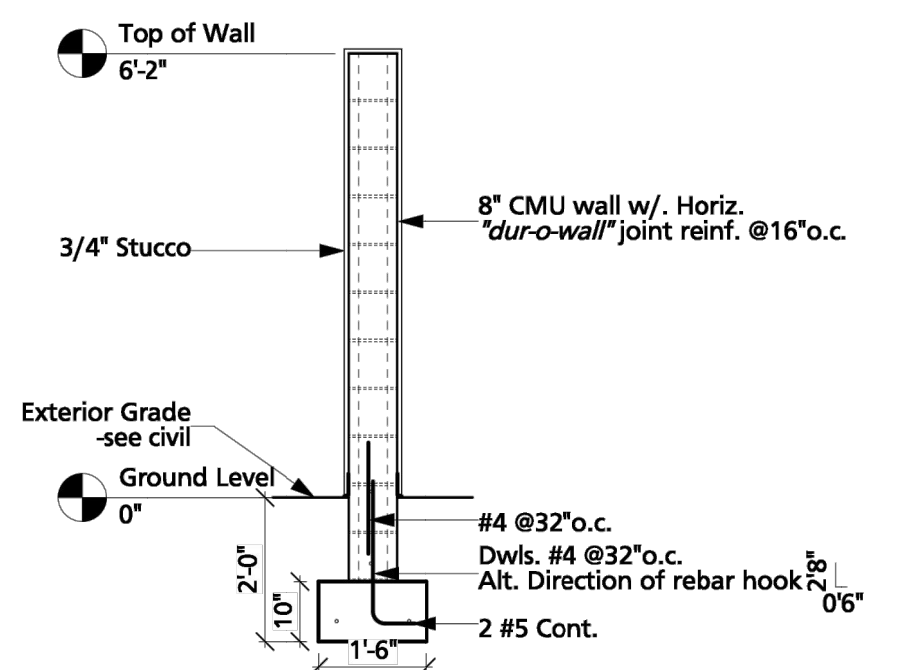
**1 Standard Sidewalk Detail**  
Scale: 3/4" = 1'-0"

Per CoA std. dwg 2430 cross slope of 1/4" per foot shall be provided and shall slope towards the direction of the drainage area.  
Concrete walks shall have contraction joints at 6' o.c. Intervals. 1/2" Expansion joints shall be installed every 36', unless otherwise shown on plans.  
1/2" Expansion joints shall be installed where walk abut rigid structures.  
Maximum 2% cross slope

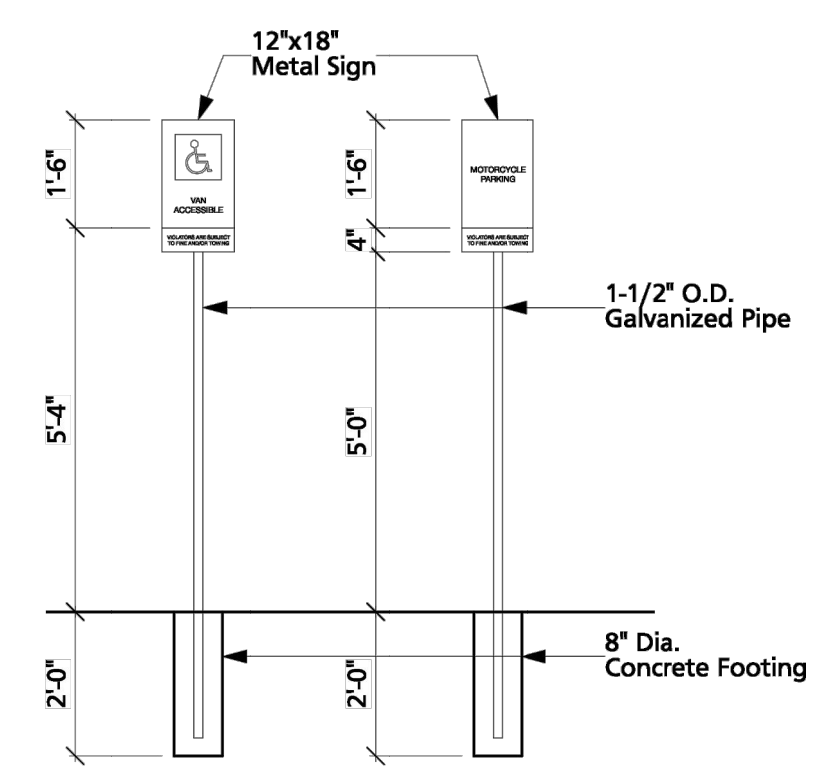


**2 Standard Curb / Gutter Detail**  
Scale: 3/4" = 1'-0"

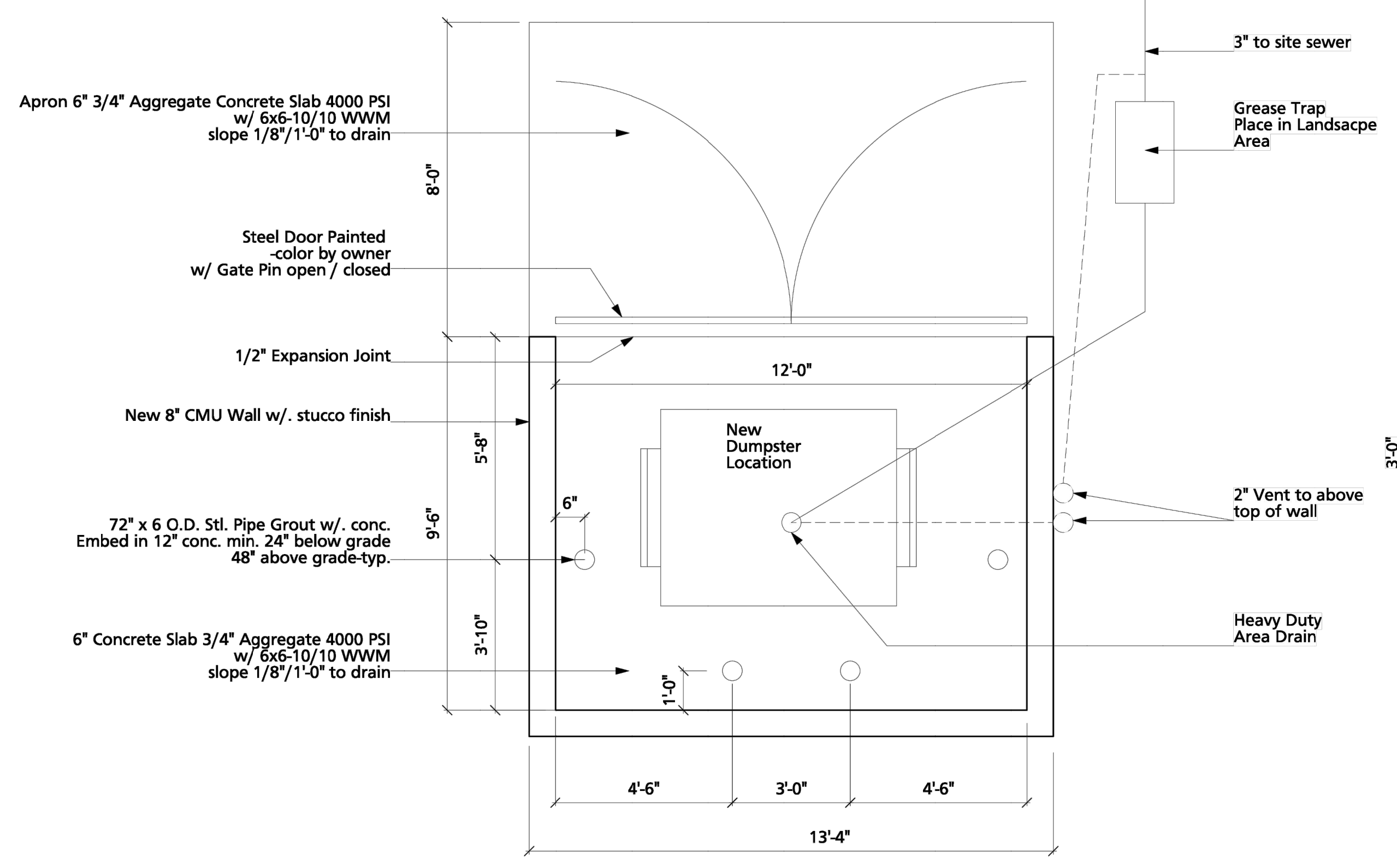
Provide 1/2" Expansion joints at 36" o.c. at immovable objects and at the beginning and end of curves  
Provide contraction joints at 6' o.c.  
All exposed concrete corners to have 3/4" radius.  
Maximum 2% cross slope



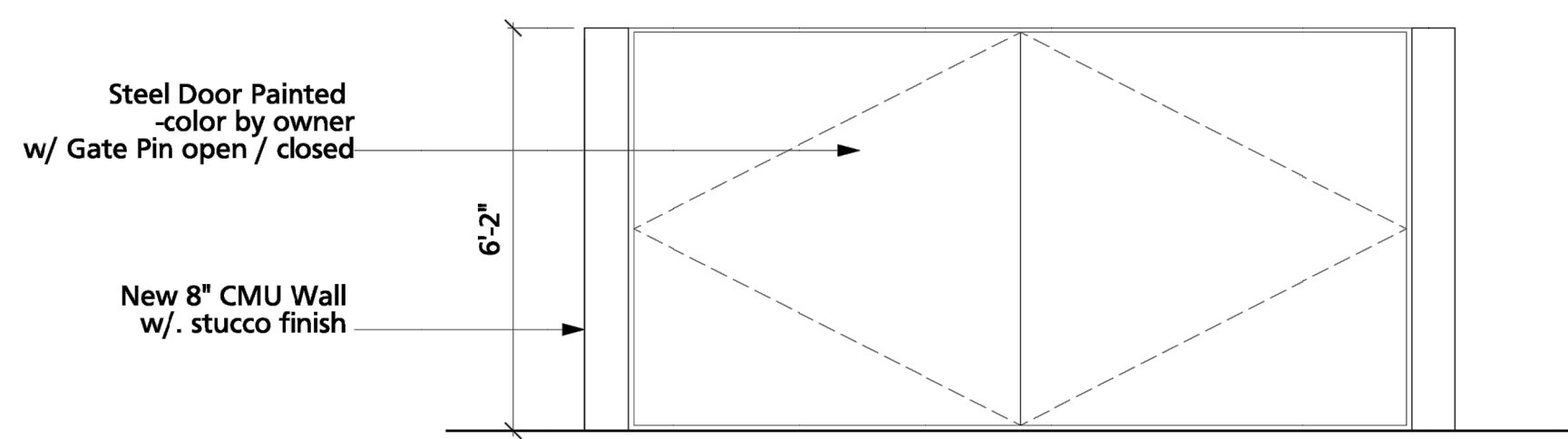
**3 Dumpster Enclosure Wall Detail**  
Scale: 3/8" = 1'-0"



**8 HC / Motorcycle Sign Detail**  
Scale: 3/8" = 1'-0"



**4 Dumpster Enclosure Detail**  
Scale: 3/8" = 1'-0"



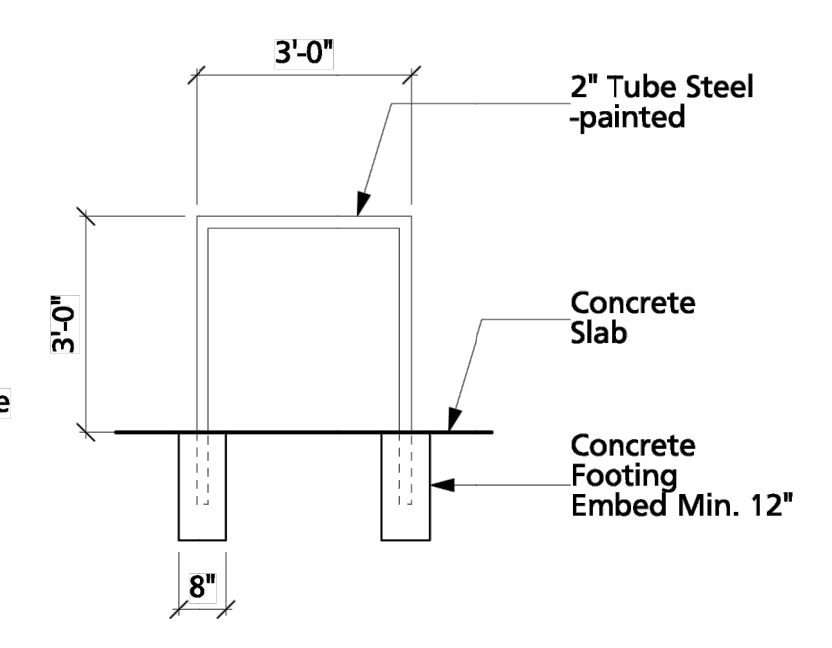
**5 Dumpster Enclosure Elevation**  
Scale: 3/8" = 1'-0"

**General Note:**  
PRE POUR INSPECTION REQUIRED BY COA SOLID WASTE DEPARTMENT.

ALL WHEELCHAIR RAMPS LOCATED WITHIN THE PUBLIC RIGHT OF WAY MUST HAVE TRUNCATED DOMES.  
ALL BROKEN OR CRACKED CURB & GUTTER / CURB CUTS AND SIDEWALK TO BE REPLACED PER CoA Std dwg 2415  
ALL IMPROVEMENTS LOCATED IN RIGHT OF WAY MUST BE INCLUDED ON THE WORK ORDER

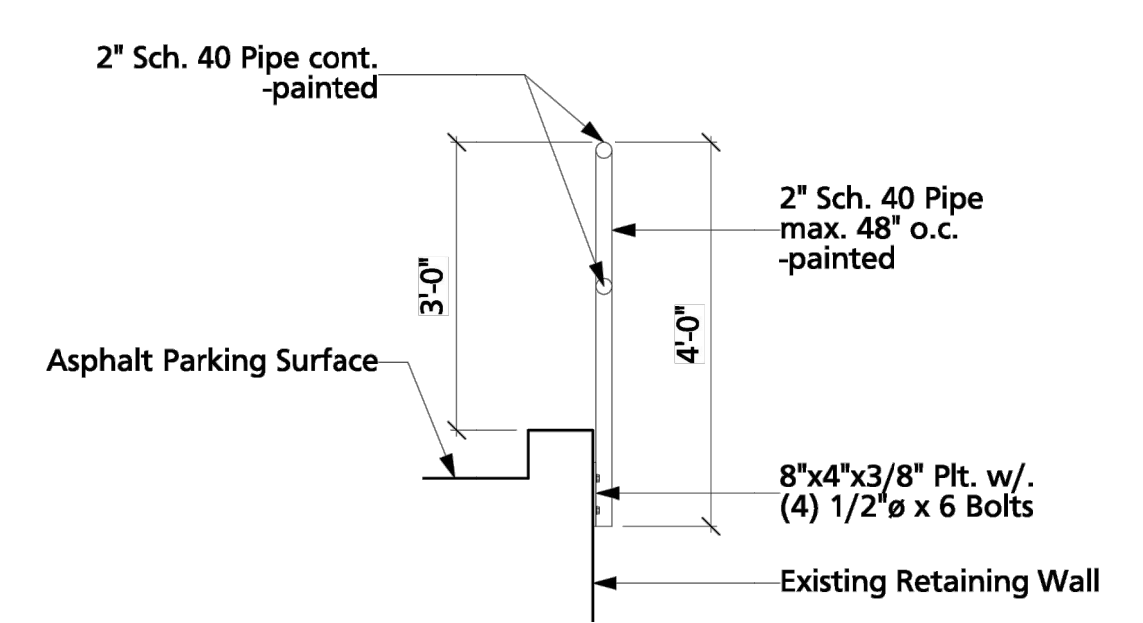
|                                  |                           |
|----------------------------------|---------------------------|
| Original Building Square Footage | 132,433 s. f.             |
| Proposed Building Square Footage | 138,033 s. f. (4 percent) |
| Original Required Parking        | 496 spaces                |
| Proposed Required Parking        | 514 spaces                |
| Proposed Parking Provided        | 606 spaces                |

**GREASE TRAP REQUIREMENTS**  
GPM = .0104 x Rainfall x Area  
GPM = .0104 x 2 x ???  
GPM = ??? GPM  
Specify Schier Model ??  
Flow Rating = ?? GPM  
Grease Capacity = ?? lb.

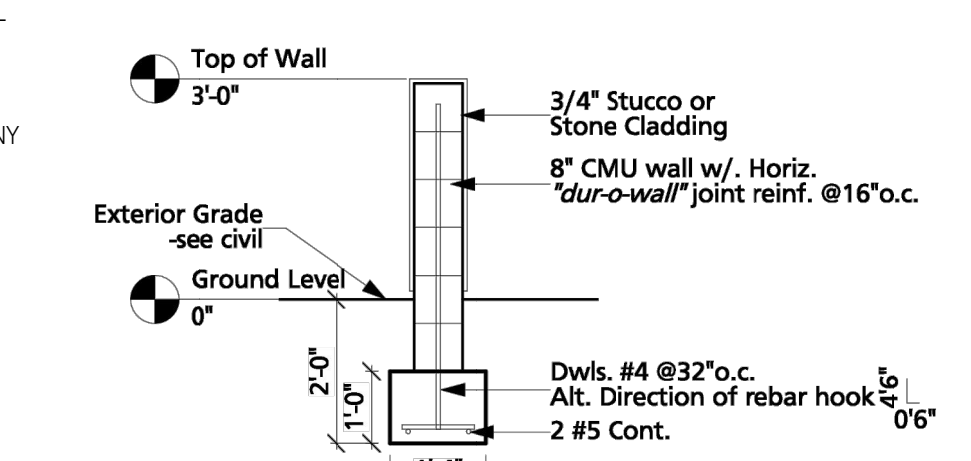


**7 Bike Rack Elevation**  
Scale: 3/8" = 1'-0"

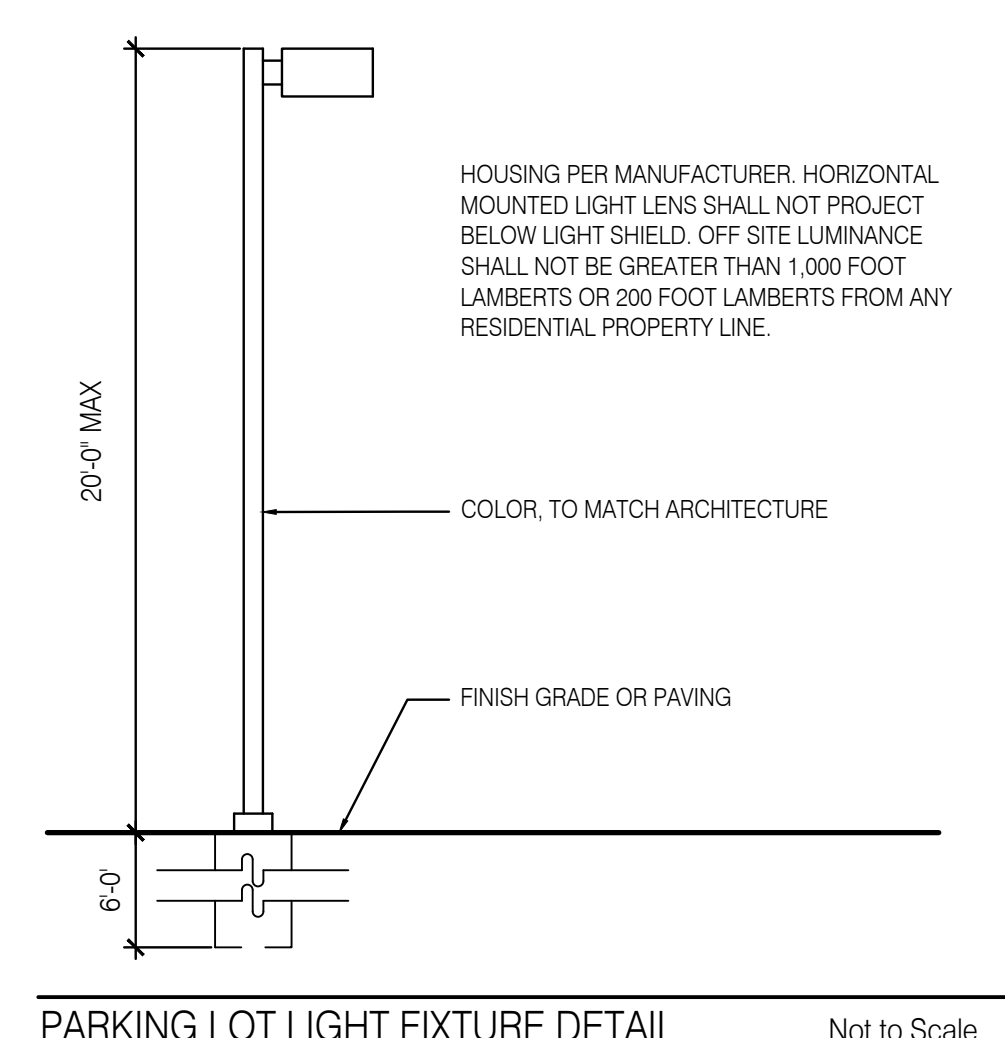
Rack: min. 3'-0" tall 2'-8" wide  
U-Shape allows multiple place of attachment  
Upright Support  
Varying frame sizes accommodated  
No lift Attachment  
2'-8" min btwn. racks  
Rack Centered on concrete pad



**9 Guardrail Detail**  
Scale: 1/2" = 1'-0"



**10 Yard Wall Detail**  
Scale: 3/8" = 1'-0"



**PARKING LOT LIGHT FIXTURE DETAIL**  
Not to Scale



GENERAL LANDSCAPE NOTES

**IRRIGATION**  
IRRIGATION SYSTEM STANDARDS OUTLINED IN THE WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE SHALL BE STRICTLY ADHERED TO. A FULLY AUTOMATED IRRIGATION SYSTEM WILL BE USED TO IRRIGATE TREE, SHRUB AND GROUND COVER PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO ISOLATE PLANT MATERIAL ACCORDING TO SOLAR EXPOSURE AND WILL BE SET UP BY PLANT ZONES ACCORDING TO WATER REQUIREMENTS. THE TREES WILL BE PROVIDED WITH (6) 2 GPH EMITTERS, WITH THE ABILITY TO BE EXPANDED TO ACCOMMODATE THE GROWTH OF THE TREE. SHRUBS AND GROUNDCOVERS WILL BE PROVIDED WITH (2) 1 GPH EMITTERS. TREES, SHRUBS AND GROUNDCOVERS WILL BE GROUPED ON THE SAME VALVE.

**RESPONSIBILITY OF MAINTENANCE**  
MAINTENANCE OF ALL PLANTING AND IRRIGATION, INCLUDING THOSE WITHIN THE PUBLIC R.O.W., SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

**METHOD FOR COMPLYING WITH WATER CONSERVATION ORDINANCE**  
THE PLANT PALETTE IS PREDOMINANTLY COMPRISED OF PLANTS WITH LOW TO MEDIUM WATER USE REQUIREMENTS, THEREBY MINIMIZING IRRIGATION NEEDS WHILE ENSURING THE VIABILITY OF THE PLANTS.

**PNM COORDINATION**  
COORDINATION WITH PNM'S NEW SERVICE DELIVERY DEPARTMENT IS NECESSARY REGARDING PROPOSED TREE LOCATION AND HEIGHT, SIGN LOCATION AND HEIGHT, AND LIGHTING HEIGHT IN ORDER TO ENSURE SUFFICIENT SAFETY CLEARANCES.

SCREENING WILL BE DESIGNED TO ALLOW FOR ACCESS TO ELECTRIC UTILITIES. IT IS NECESSARY TO PROVIDE ADEQUATE CLEARANCE OF TEN FEET IN FRONT AND AT LEAST 5 FEET ON THE REMAINING THREE SIDES SURROUNDING ALL GROUND-MOUNTED EQUIPMENT FOR SAFE OPERATION, MAINTENANCE AND REPAIR PURPOSES.

**CLEAR SIGHT DISTANCE:**  
LANDSCAPING AND SIGNAGE WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THE AREA.

**LANDSCAPE AREA COVERAGE**

|  |                  |
|--|------------------|
| TOTAL SITE AREA (.86 AC.):                 | 37,660 SF        |
| BUILDING AREA:                             | -5,600 SF        |
| NET AREA:                                  | 32,060 SF        |
| REQUIRED LANDSCAPE AREA (15% OF NET AREA): | 4,809 SF         |
| PROVIDED LANDSCAPE AREA                    | 12,556 SF (249%) |

**LANDSCAPE LIVE VEGETATIVE COVERAGE**  
LANDSCAPE COVERAGE REQUIREMENTS SPECIFY TREE CANOPIES AND GROUND-LEVEL PLANTS SHALL COVER A MINIMUM OF 75%. A MINIMUM OF 25% SHALL BE PROVIDED AS GROUND-LEVEL PLANTS (SHRUBS, GRASSES, ETC.) OF THE REQUIRED VEGETATIVE COVERAGE.

|  |                 |
|--|-----------------|
| REQUIRED LIVE VEGETATIVE MATERIAL COVERAGE | 9,417 SF (75%)  |
| PROVIDED LIVE VEGETATIVE MATERIAL COVERAGE | 11,324 SF (90%) |
| REQUIRED GROUND-LEVEL PLANT COVERAGE       | 3,139 SF (25%)  |
| PROVIDED GROUND-LEVEL PLANT COVERAGE       | 2,842 SF (25%)  |

**PARKING LOT AREA**  
AT LEAST 10% OF THE PARKING LOT AREA OF LOTS CONTAINING 50 OR LESS SPACES, SHALL BE LANDSCAPED.

38 PARKING SPACES

|                          |                |
|--------------------------|----------------|
| TOTAL PARKING LOT AREA:  | 12,398 SF      |
| PROVIDED LANDSCAPE AREA: | 3,165 SF (40%) |

**PARKING LOT TREES**  
PARKING LOT TREE REQUIREMENTS ARE BASED UPON 1 TREE PER 10 SPACES.

PARKING SPACES / 38 SPACES =  
REQUIRED: 4 TREES  
PROVIDED: 8 TREES (PLUS 4 TREES)

**STREET TREES**  
STREET TREE REQUIREMENTS SPECIFY THE SPACING BETWEEN STREET TREES, WITHIN THE PUBLIC RIGHT-OF-WAY, SHALL BE INSTALLED AT A FREQUENCY OF 25 FEET PER LINEAR FOOT OF STREET FRONTAGE. NEW STREET TREES SHALL BE PLANTED ALONG COORS BLVD NW, MIRANDELA ST NW, AND ANTEQUERA RD NW.

COORS BOULEVARD NW REQUIRES STREET TREES. STREET TREE REQUIREMENTS ARE BASED ON AN AVERAGE SPACING OF 25' O.C.

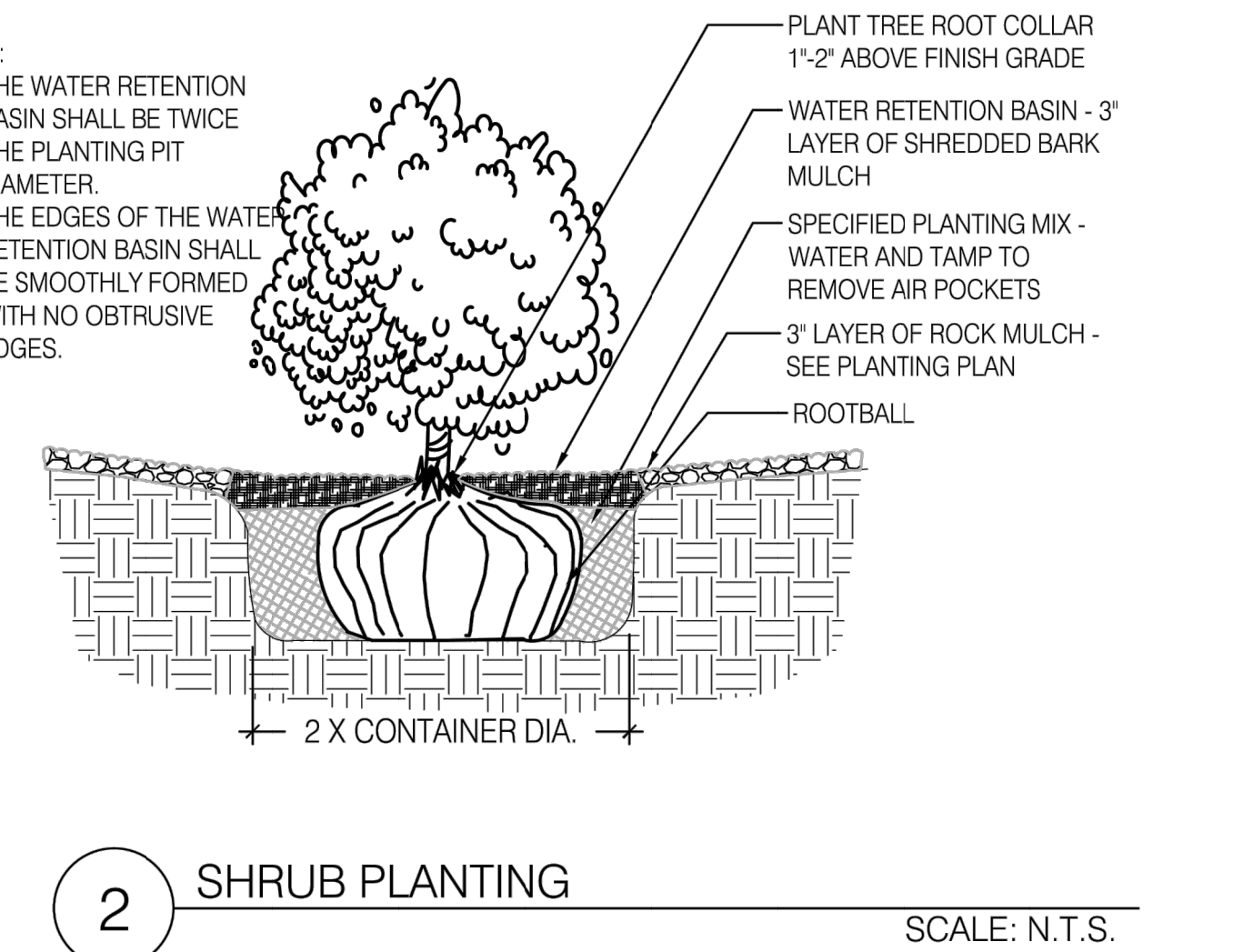
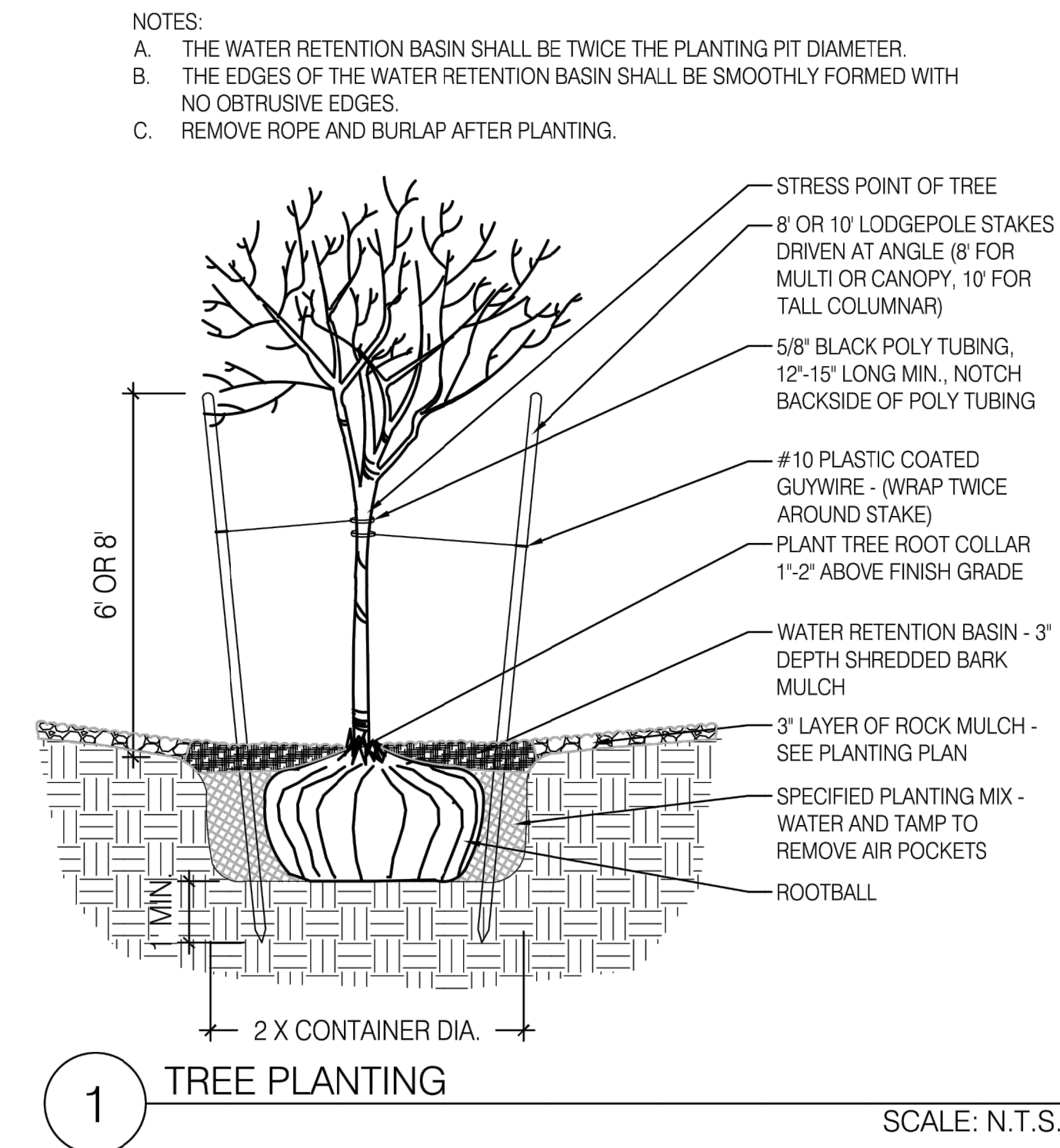
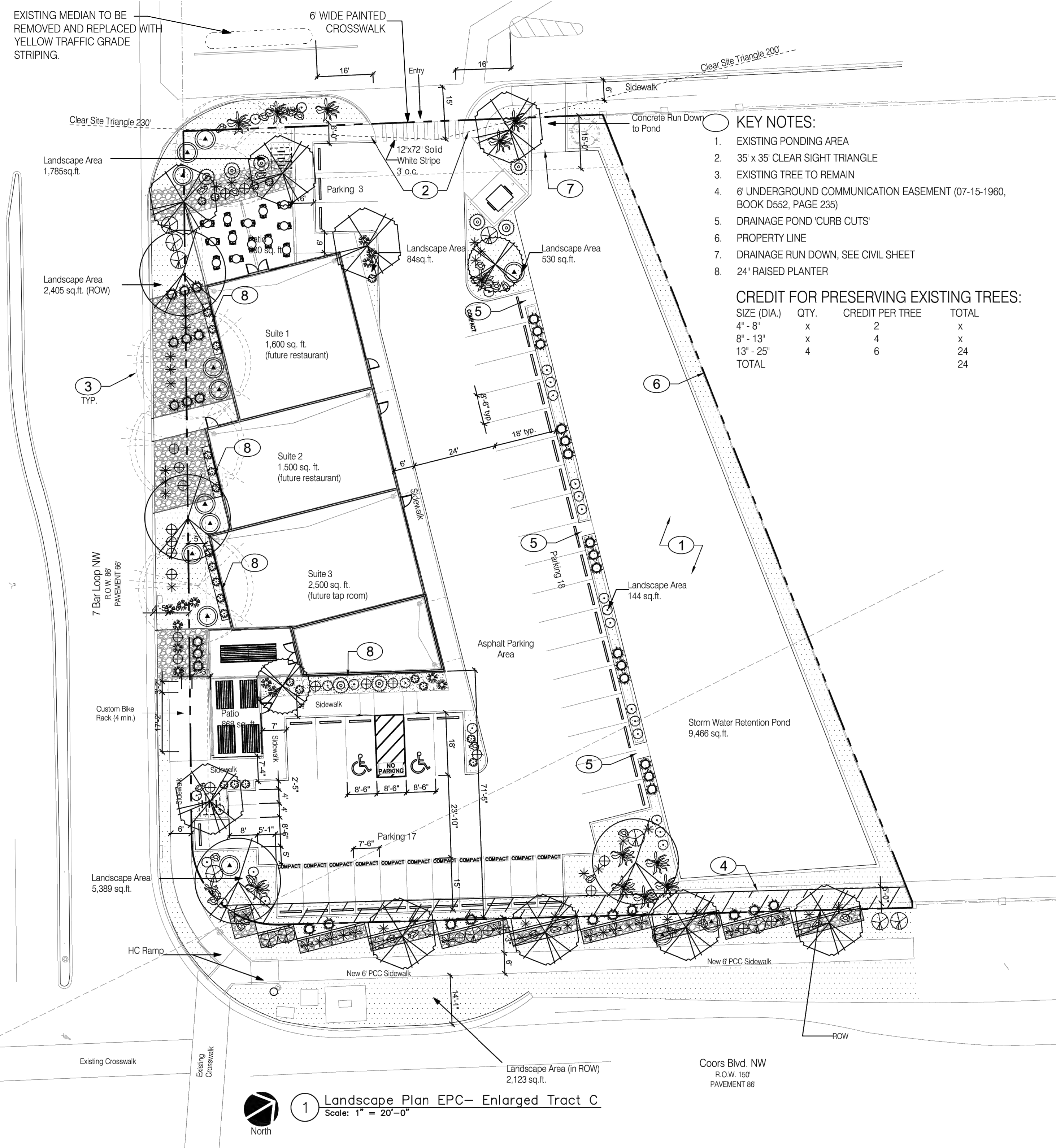
COORS BOULEVARD NW FRONTAGE IS 208'.  
STREET TREES REQUIRED: 8  
STREET TREES PROVIDED: 6 (2 PROVIDED IN ADJACENT LANDSCAPE)

SEVEN BAR LOOP RD NW FRONTAGE IS 230'.  
STREET TREES REQUIRED: 9  
STREET TREES PROVIDED: 28 (4 EXISTING COTTONWOODS ON SITE: SEE EXISTING TREE TABLE FOR CREDITS)

**WALKWAY TREES**  
SHADE TREES PLANTED APPROXIMATELY 25 FEET ON-CENTER ARE REQUIRED ALONG ALL PEDESTRIAN WALKWAYS.

PLANT LEGEND

| SITE QTY.                        | SYMBOL | SCIENTIFIC NAME<br>COMMON NAME  | SIZE       | MATURE SIZE        | (WATER USE) |
|----------------------------------|--------|---|------------|--------------------|-------------|
| <b>EXISTING LANDSCAPE</b>        |        |   |            |                    |             |
|                                  |        | EXISTING TREE   |            |                    |             |
|                                  |        | EXISTING UNDERGROUND COMMUNICATION EASEMENT   |            |                    |             |
| <b>TREES</b>                     |        |   |            |                    |             |
| 9                                |        | CHILOPSIS LINEARIS 'BUBBA'<br>BUBBA DESERT WILLOW   | 2' CAL MS  | 20' HT. X 25' SPR. | LOW +       |
| 4                                |        | ACER NEGUNDO 'SENSATION'<br>SENSATION BOX ELDER   | 2' CAL B&B | 40' HT. X 30' SPR. | MED         |
| 2                                |        | VITEX AGNUS-CASTUS<br>CHASTE TREE   | 2' CAL MS  | 20' HT. X 20' SPR. | MED         |
| <b>SHRUBS AND GROUNDCOVERS</b>   |        |   |            |                    |             |
| 28                               |        | ERICAMERIA LARICIFOLIA<br>DWARF TURPENTINE BUSH   | 5-GAL      | 3' HT. X 3' SPR.   | LOW         |
| 12                               |        | FALLUGIA PARADOXA<br>APACHE PLUME   | 5-GAL      | 5' HT. X 5' SPR.   | LOW         |
| 13                               |        | JUNIPERUS HORIZ 'BLUE CHIP'<br>BLUE CHIP JUNIPER (FEMALES ONLY)   | 5-GAL      | 1' HT. X 7' SPR.   | MED         |
| 8                                |        | PINUS MUGO 'PUMILIO'<br>DWARF MUGO PINE   | 5-GAL      | 4' HT. X 6' SPR.   | MED         |
| 13                               |        | RHUS TRILOBATA 'AUTUMN AMBER'<br>AUTUMN AMBER SUMAC   | 5-GAL      | 2' HT. X 8' SPR.   | LOW+        |
| 22                               |        | SALVIA GREGGII 'FURMAN'S RED'<br>FURMAN'S RED CHERRY SAGE   | 5-GAL      | 30' HT. X 3' SPR.  | MED         |
| 4                                |        | CARYOPTERIS CLANDONENSIS<br>BLUE MIST SPIREA 'DARK KNIGHT'  | 5-GAL      | 3' HT. X 4' SPR.   | LOW+        |
| <b>DESERT ACCENTS</b>            |        |   |            |                    |             |
| 36                               |        | HESPERALOE PARVIFLORA 'BRAKELIGHTS'<br>BRAKELIGHTS RED YUCCA  | 5-GAL      | 3' HT. X 3' SPR.   | LOW+        |
| 11                               |        | OPUNTIA VIOLACEA<br>SANTA RITA PRICKLY PEAR   | 5-GAL      | 3' HT. X 4' SPR.   | FW          |
| <b>ORNAMENTAL GRASSES</b>        |        |   |            |                    |             |
| 37                               |        | CALAMAGROSTIS A. 'KARL FOERSTER'<br>KARL FOERSTER FEATHER REED GRASS  | 3-GAL      | 30' HT. X 3' SPR.  | MED         |
| 13                               |        | MUHLENBERGIA RIGIDA<br>PURPLE MUHLY   | 3-GAL      | 2' HT. X 3' SPR.   | LOW+        |
| 25                               |        | PENNISETUM ALOPECUROIDES 'HAMELN'<br>DWARF FOUNTAIN GRASS   | 3-GAL      | 2' HT. X 2' SPR.   | LOW         |
| <b>BOULDERS AND GRAVEL MULCH</b> |        |   |            |                    |             |
| 2,230 SF                         |        | 2'-4" COYOTE MIST COBBLE MULCH<br>(6" DEPTH OVER DEWITT PRO-5 WEED CONTROL FABRIC)                              |            |                    |             |
| 9,800 SF                         |        | 7/16" MOUNTAINAIR BROWN GRAVEL MULCH, OR PRE APPROVED EQUAL<br>(3" DEPTH OVER DEWITT PRO-5 WEED CONTROL FABRIC) |            |                    |             |
| 425 SF                           |        | 3/8" MINUS ROUND PEA GRAVEL<br>(5' DEPTH IN PLANTERS)   |            |                    |             |
| 28                               |        | MOSS ROCK BOULDERS (3X3' MIN)   |            |                    |             |



# LANDSCAPE PLAN

## AT COORS BLVD NW AND SEVEN-BAR LOOP

### LANDSCAPE PLAN - EPC MAJOR AMENDMENT

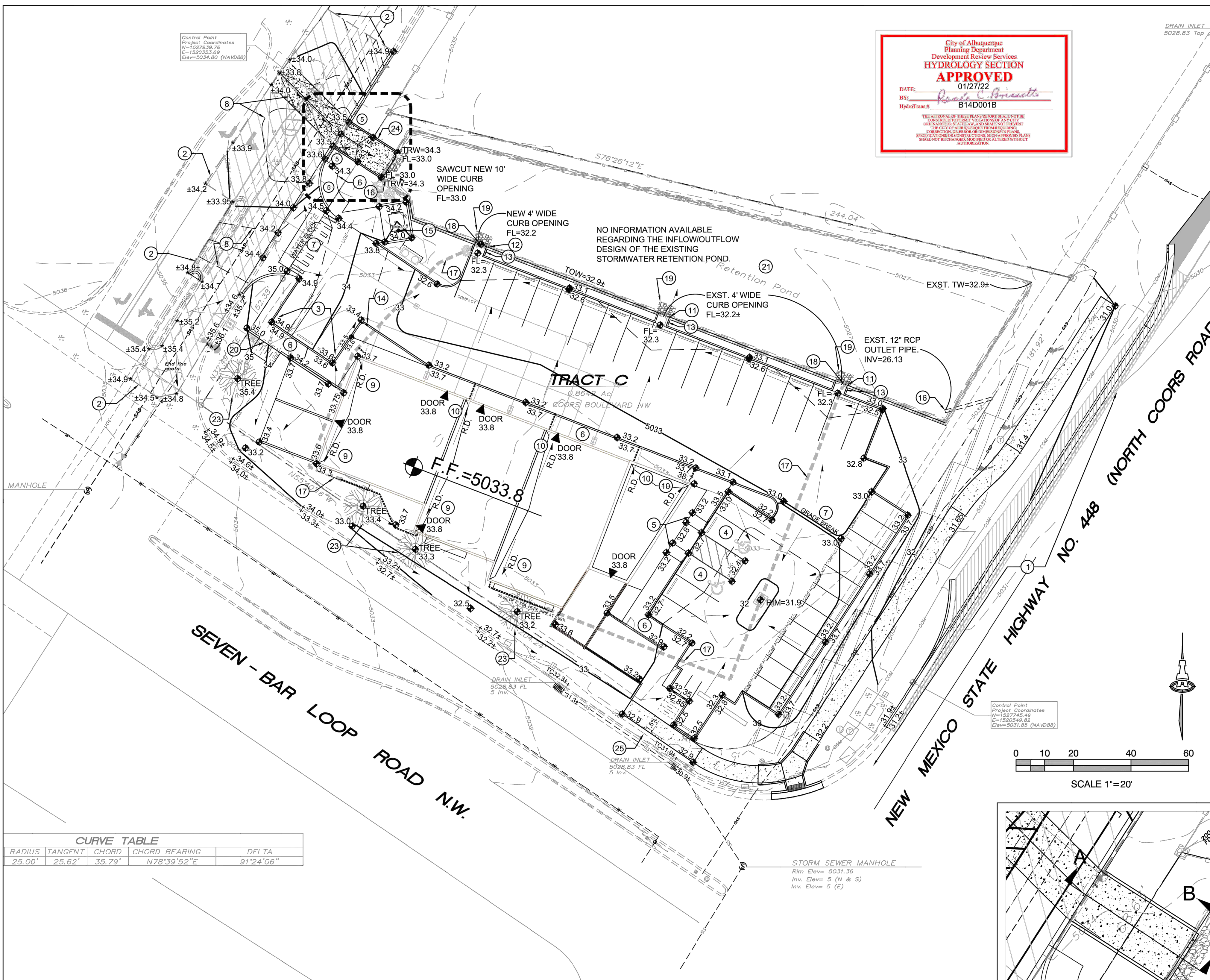
Prepared for:  
ALAMO CENTER LLC.  
13405 PINO RIDGE PLACE  
ALBUQUERQUE, NM 87111

Prepared by:  
CONSENSUS PLANNING, INC.  
302 EIGHTH ST. NW  
ALBUQUERQUE, NM 87102





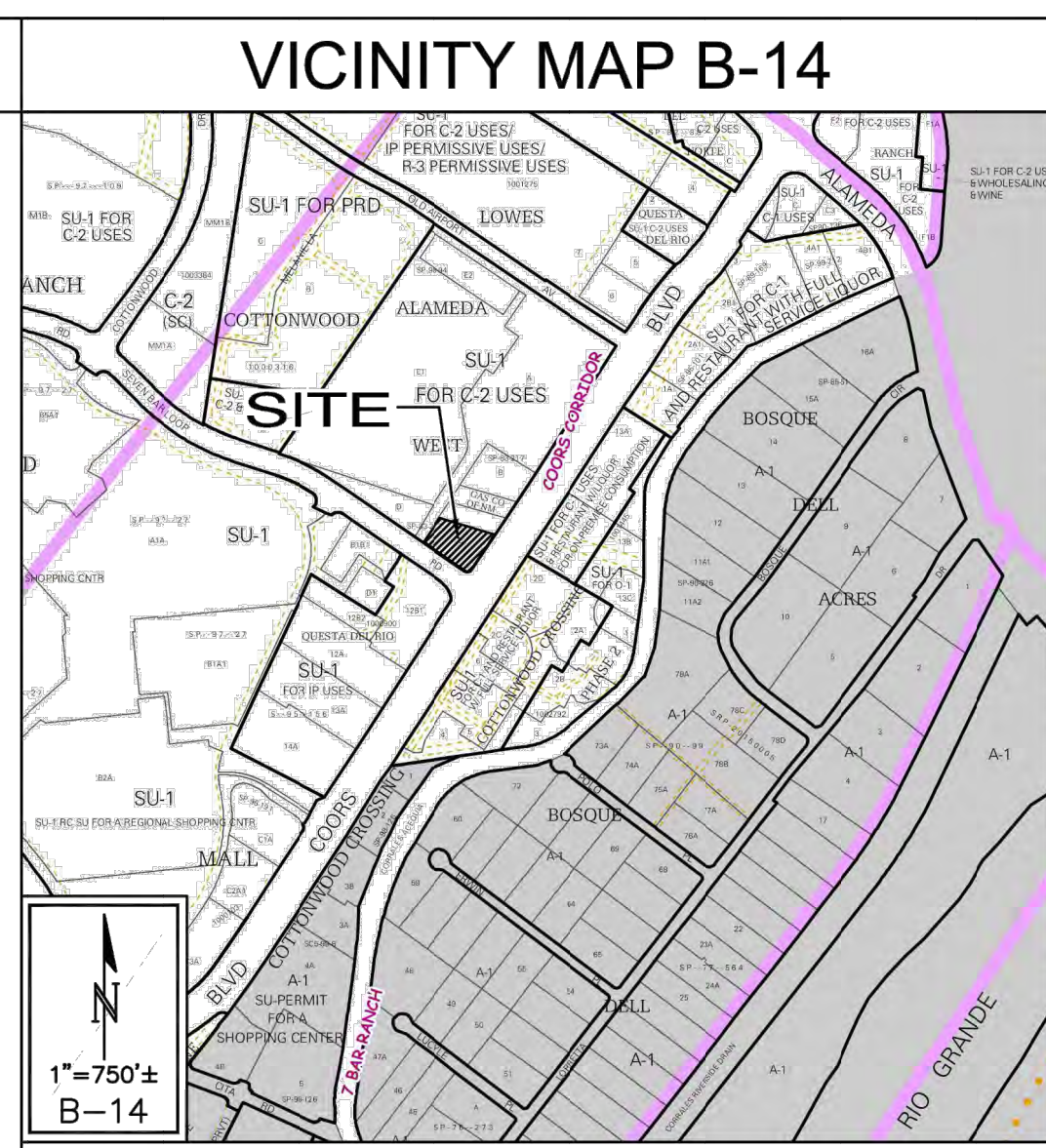
City of Albuquerque  
 Planning Department  
 Development Review Services  
**HYDROLOGY SECTION**  
**APPROVED**  
 DATE: 01/27/22  
 BY: *Renee C. Brissette*  
 HydroTeam # B14D001B



**CURVE TABLE**

| RADIUS | TANGENT | CHORD  | CHORD BEARING | DELTA     |
|--------|---------|--------|---------------|-----------|
| 25.00' | 25.62'  | 35.79' | N78°39'52"E   | 91°24'06" |

- ### KEYED NOTES
- SEE PUBLIC WORK ORDER DRAWINGS FOR CONSTRUCTION WITHIN NMDOT RW INCLUDING NEW ADA COMPLIANT RAMP, PUBLIC SIDEWALK, ETC. NO WORK SHALL BE PERFORMED IN THE NMDOT / PUBLIC ROW WITHOUT AN APPROVED WORK ORDER OR EXCAVATION PERMIT.
  - PROVIDE SMOOTH TRANSITION TO EXISTING PAVEMENT. SEE PAVING PLAN FOR EXTENT OF NEW PAVEMENT.
  - TOP OF ASPHALT TO BE FLUSH WITH TOP OF CONCRETE WALK THIS AREA.
  - ADA COMPLIANT PARKING AREA. MAX. SLOPE = 2% IN ANY DIRECTION.
  - ADA COMPLIANT ACCESS RAMP.
  - ADA COMPLIANT PEDESTRIAN ACCESS WALK.
  - HIGH POINT / GRADE BREAK LOCATION.
  - 0.2' DESIGN CONTOURS SHOWN DASHED TO CLARIFY PAVING GRADES.
  - CONCENTRATED ROOF DISCHARGE TO BE PIPED DIRECTLY TO STORM DRAIN USING STANDARD FITTINGS OR ADS INSERTA TEE CONNECTION.
  - CONCENTRATED ROOF DISCHARGE TO BE PIPE THROUGH FACE OF CURB.
  - EXISTING 4.0' WIDE (BOTTOM WIDTH) WALL OPENING.
  - NEW 4.0' WIDE WALL (BOTTOM WIDTH) WALL OPENING.
  - NEW 4.0' WIDE (BOTTOM WIDTH) 'U' SHAPED CONCRETE RUNDOWN.
  - PROVIDE 12" WIDE OPENING IN CURB TO PASS FLOW.
  - CONCRETE DUMPSTER PAD SLOPED TO SAS DRAIN INLET. SEE UTILITY PLAN.
  - CONTRACTOR TO CLEAN / CLEAR EXISTING STORM DRAIN CULVERTS.
  - CONSTRUCT PRIVATE STORM DRAIN SYSTEM. SEE SHEET CG-501 FOR SIZES / SLOPES / INLET INFORMATION / MATERIALS.
  - OUTLET PRIVATE STORM DRAIN INTO EXISTING POND. INVERT = 5028.0 TYP. (2 LOCATIONS).
  - INSTALL 6' X 4' X 18" DEEP ANGULAR ROCK EROSION PROTECTION AT WALL OPENING.
  - CONSTRUCT GARDEN RETAINING WALL(S) (RETAINING < 30') TO ACHIEVE GRADE DIFFERENCE SHOWN. SEE ARCHITECTURAL.
  - EXISTING STORMWATER QUALITY RETENTION / DETENTION POND
  - NOT USED
  - PROTECT EXISTING TREE.
  - SEE CONCRETE RUNDOWN TO EXISTING POND DETAILS THIS SHEET. SEE PAVING PLAN FOR ADDITIONAL INFORMATION.
  - ANGULAR ROCK EROSION PROTECTION BETWEEN WALK AND BACK OF CURB (SLOPES > 4:1).



### PROJECT INFORMATION

PROPERTY: THE SITE IS A GRADED PROPERTY LOCATED WITHIN C.O.A. VICINITY MAP B-14. THE SITE IS BOUND TO THE EAST BY COORS ROAD, TO THE SOUTH BY SEVEN BAR LOOP ROAD, AND TO THE NORTH AND WEST BY DEVELOPED COMMERCIAL PROPERTIES.

PROPOSED IMPROVEMENTS: THE PROPOSED IMPROVEMENTS INCLUDE A 5,600± SF COMMERCIAL BUILDING WITH ASSOCIATED ASPHALT PAVED ACCESS, PARKING, AND LANDSCAPING.

LEGAL: TR C ALAMEDA WEST

ADDRESS: 10127 COORS BLVD NW, 87114

LOT SIZE: 0.8642 AC

BENCHMARK: DESCRIPTION, ELEVATION = XXX FEET (NAVD 1988)

OFF-SITE FLOW: OFF-SITE FLOW IS ROUTED THROUGH AN EXISTING WALLED POND ON THE NORTH SIDE OF THE PROPERTY. NO OFF-SITE DRAINAGE AFFECTS THE AREA TO BE DEVELOPED.

FLOOD HAZARD: PER BERNALILLO COUNTY FIRM MAP #35001C0109H, EFF. 8/16/2012, THE SITE IS LOCATED WITHIN FLOODZONE 'X' DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

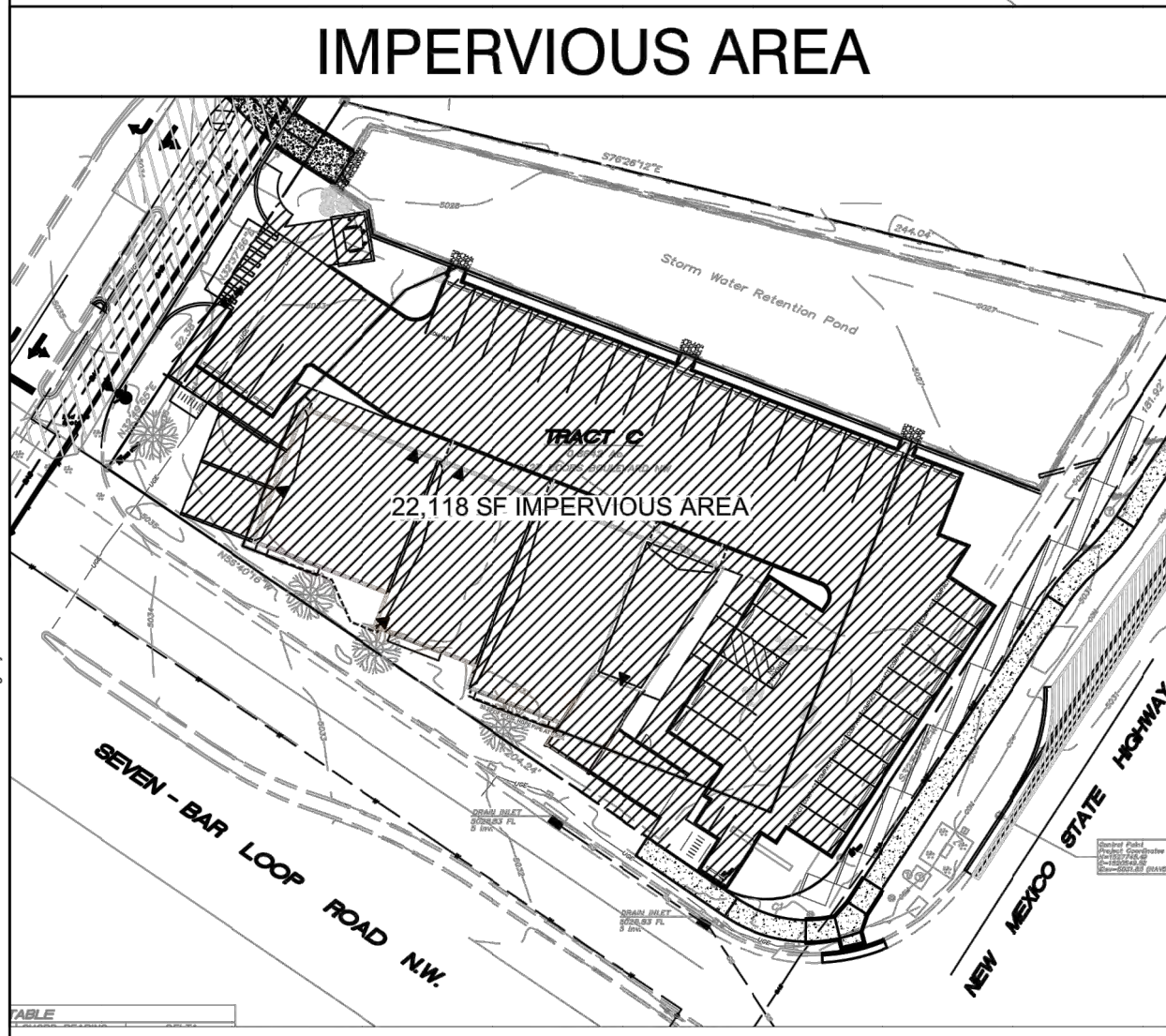
DRAINAGE PLAN CONCEPT: WITH THE EXCEPTION OF MINOR PERIMETER AREA, ON-SITE RUNOFF WILL FREE DISCHARGE TO THE EXISTING POND LOCATED ON THE NORTH SIDE OF THE PROPERTY.

STORMWATER QUALITY RETENTION: PER THE APPROVED GRADING PLAN PREPARED BY ANCHOR ENGINEERING, LLC DATED 4/4/17 (COA HYDROLOGY FILE B14D001), STORMWATER QUALITY RETENTION VOLUME IS PROVIDED WITHIN THE EXISTING POND.

- ### ADA COMPLIANCE
- SIDEWALK(S) AND RAMP(S):
- LONGITUDINAL SLOPE SHALL NOT EXCEED 20:1
  - TARGET CROSS SLOPE = 1% TO 1.5%. CROSS SLOPE SHALL NOT EXCEED 2%
- ACCESSIBLE RAMP(S):
- TARGET LONGITUDINAL SLOPE = 7% LONGITUDINAL SLOPE SHALL NOT EXCEED 12:1 (8.3%)
  - TARGET CROSS SLOPE = 1% TO 1.5%. CROSS SLOPE SHALL NOT EXCEED 2%
- ACCESSIBLE PARKING: TARGET SLOPE = 1% TO 1.5%. SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION

- ### LEGEND
- 39 ——— PROPOSED 1.0' CONTOUR
  - ◆ 37.5 PROPOSED SPOT ELEVATION
  - SURFACE FLOW DIRECTION
  - FF = 5033.8 FINISH FLOOR ELEVATION
  - PROPOSED STORM DRAIN

- ### CONSTRUCTION NOTES:
- EDGES SHALL BE SHAPED WITH A 3/8" EDGING TOOL.
  - SILICON SEAL AT ALL JOINTS AT 6' O.C.
  - 1/2" EXPANSION JOINTS 24' O.C. AND WHERE ABUTTING EXISTING CONCRETE.
  - 3/4" CONSTRUCTION JOINTS 8' O.C. (EAST/WEST ONLY), CONTINUED THROUGH CURBS.
  - PCC CONCRETE TO BE 4000# MIX OVER 12" COMPACTED SUBGRADE (95%)



### CALCULATIONS

CALCULATIONS: Alameda West Shopping Center - Addition : 12/13/2021  
 Based on City of Albuquerque DMP, Article 6-2 Hydrology dated June 26, 2020

100-YEAR, 6-HOUR CALCULATIONS

AREA OF SITE: 37660 SF = 0.86 ACRE

| HISTORIC FLOWS: |              |      | DEVELOPED FLOWS: |              |      | EXCESS PRECIP: |               |               |
|-----------------|--------------|------|------------------|--------------|------|----------------|---------------|---------------|
| Area            | Treatment SF | %    | Area             | Treatment SF | %    | Area           | Excess Precip | Excess Precip |
| Area A          | 0            | 0%   | Area A           | 0            | 0%   | Area A         | 0             | 0.55          |
| Area B          | 37660        | 100% | Area B           | 15542        | 41%  | Area B         | 0.73          | 0.73          |
| Area C          | 0            | 0%   | Area C           | 0            | 0%   | Area C         | 0.95          | 0.95          |
| Area D          | 0            | 0%   | Area D           | 22118        | 59%  | Area D         | 2.24          | 2.24          |
| Total Area      | 37660        | 100% | Total Area       | 37660        | 100% | Total Area     |               |               |

On-Site Weighted Excess Precipitation (100-Year, 6-Hour Storm)  
 Weighted E =  $\frac{E_A A_A + E_B A_B + E_C A_C + E_D A_D}{A_A + A_B + A_C + A_D}$

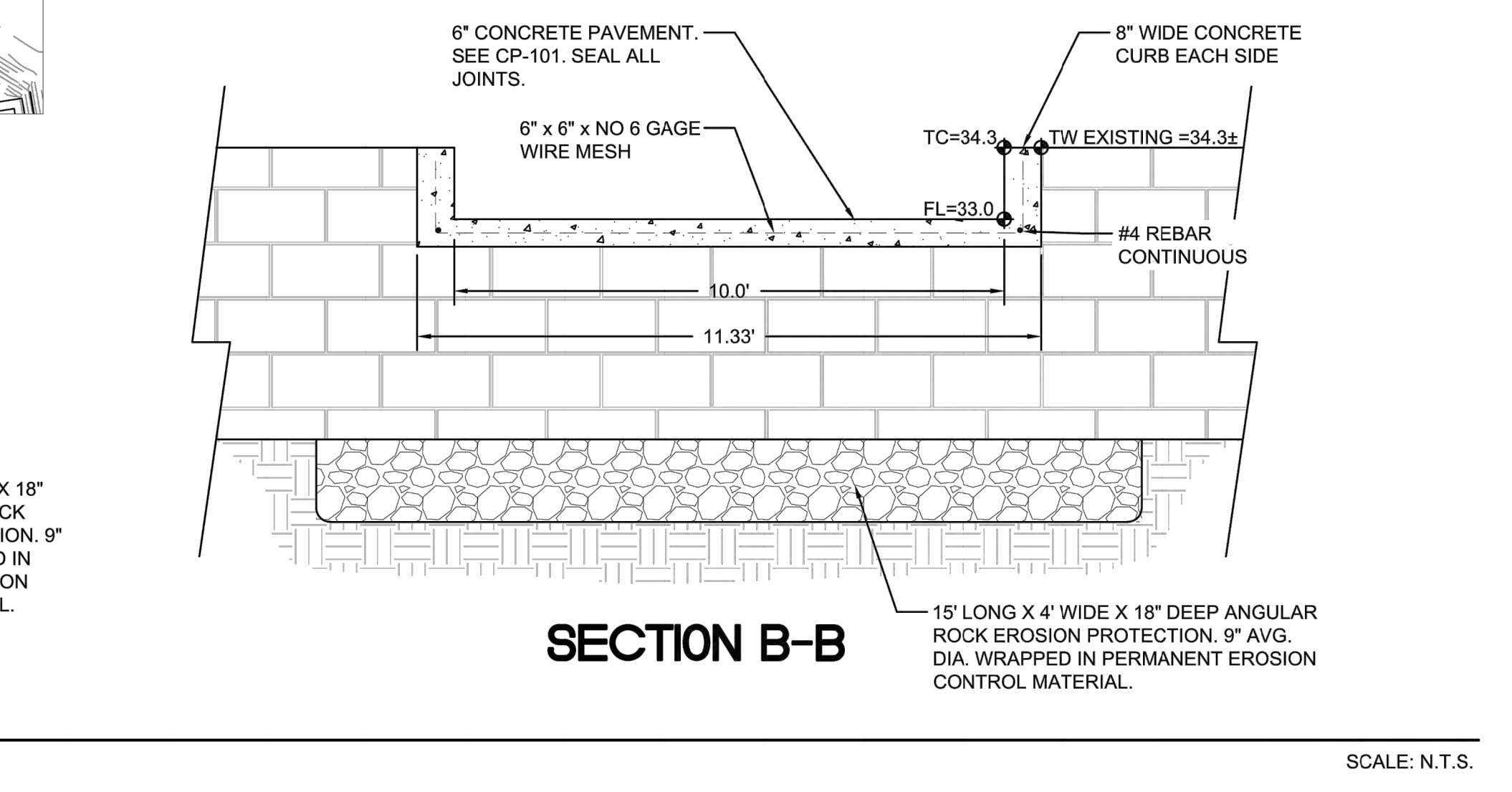
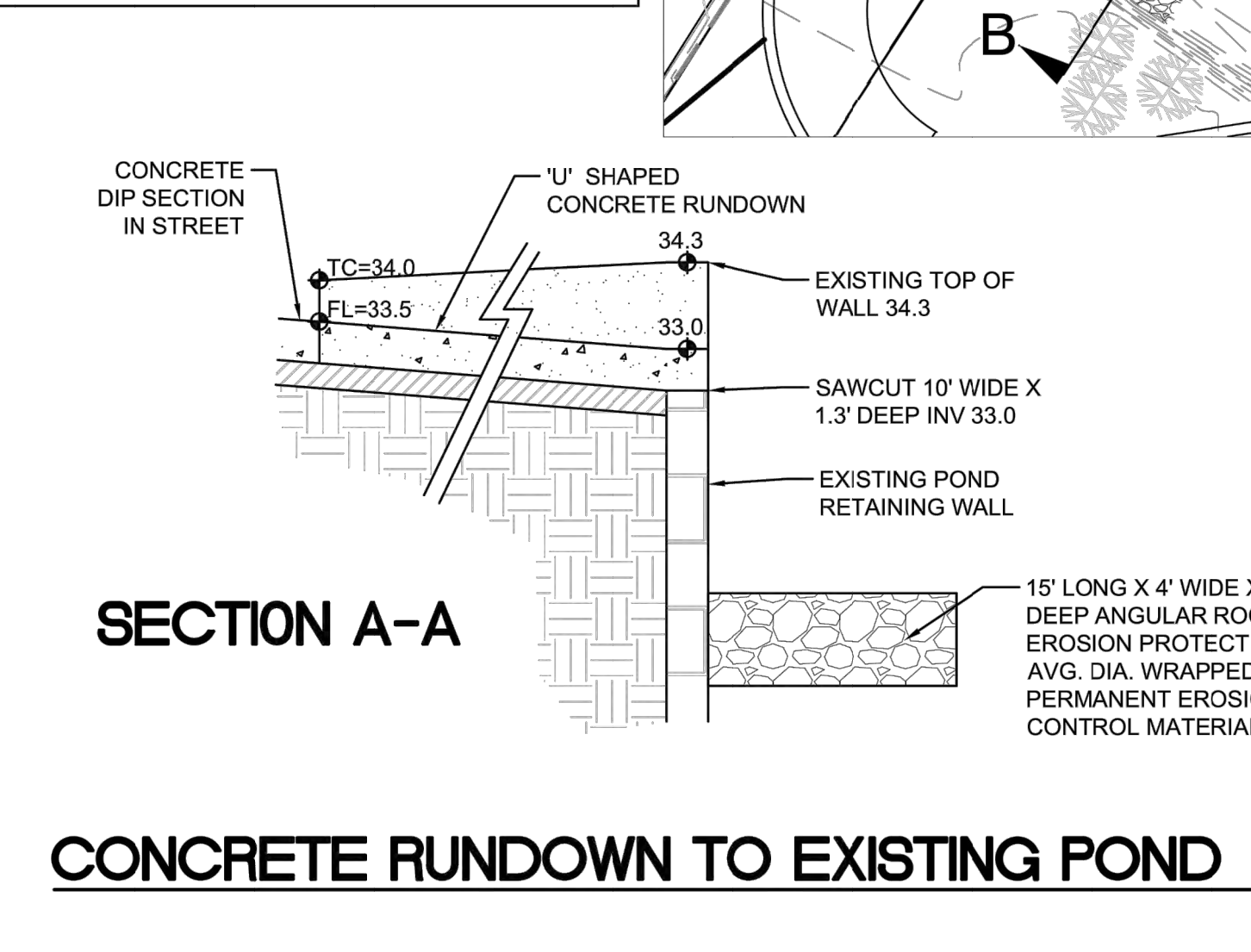
Historic E = 0.73 in. | Developed E = 1.62 in.

On-Site Volume of Runoff: V<sub>360</sub> =  $\frac{E^* A}{12}$   
 Historic V<sub>360</sub> = 2291 CF | Developed V<sub>360</sub> = 5074 CF

On-Site Peak Discharge Rate: Q<sub>p</sub> =  $\frac{Q_{pA} A_A + Q_{pB} A_B + Q_{pC} A_C + Q_{pD} A_D}{43,560}$

For Precipitation Zone 1

|                         |         |                          |         |
|-------------------------|---------|--------------------------|---------|
| Q <sub>pA</sub>         | 1.54    | Q <sub>pC</sub>          | 2.87    |
| Q <sub>pB</sub>         | 2.16    | Q <sub>pD</sub>          | 4.12    |
| Historic Q <sub>p</sub> | 1.9 CFS | Developed Q <sub>p</sub> | 2.9 CFS |



Isaacson & Arfman, Inc.  
 Civil Engineering Consultants

128 Monroe Street NE  
 Albuquerque, NM 87108  
 505-266-8828 | www.isacvil.com

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Engineer

Alameda West Shopping Center  
 Commercial Addition  
 Albuquerque, New Mexico

ISSUE: CONCEPTUAL  
 PROJECT NUMBER: IA 2432  
 FILE:  
 DRAWN BY: FCA  
 CHECKED BY:  
 DATE: JUNE 28, 2021

Description

No

Date

No

DATE

SHEET TITLE

GRADING & DRAINAGE PLAN

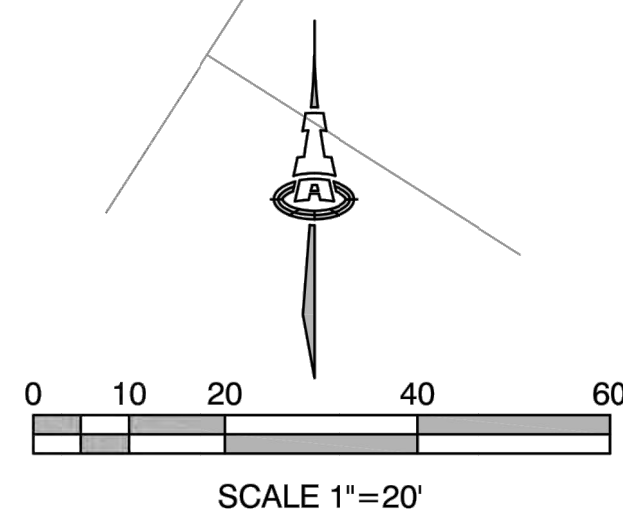
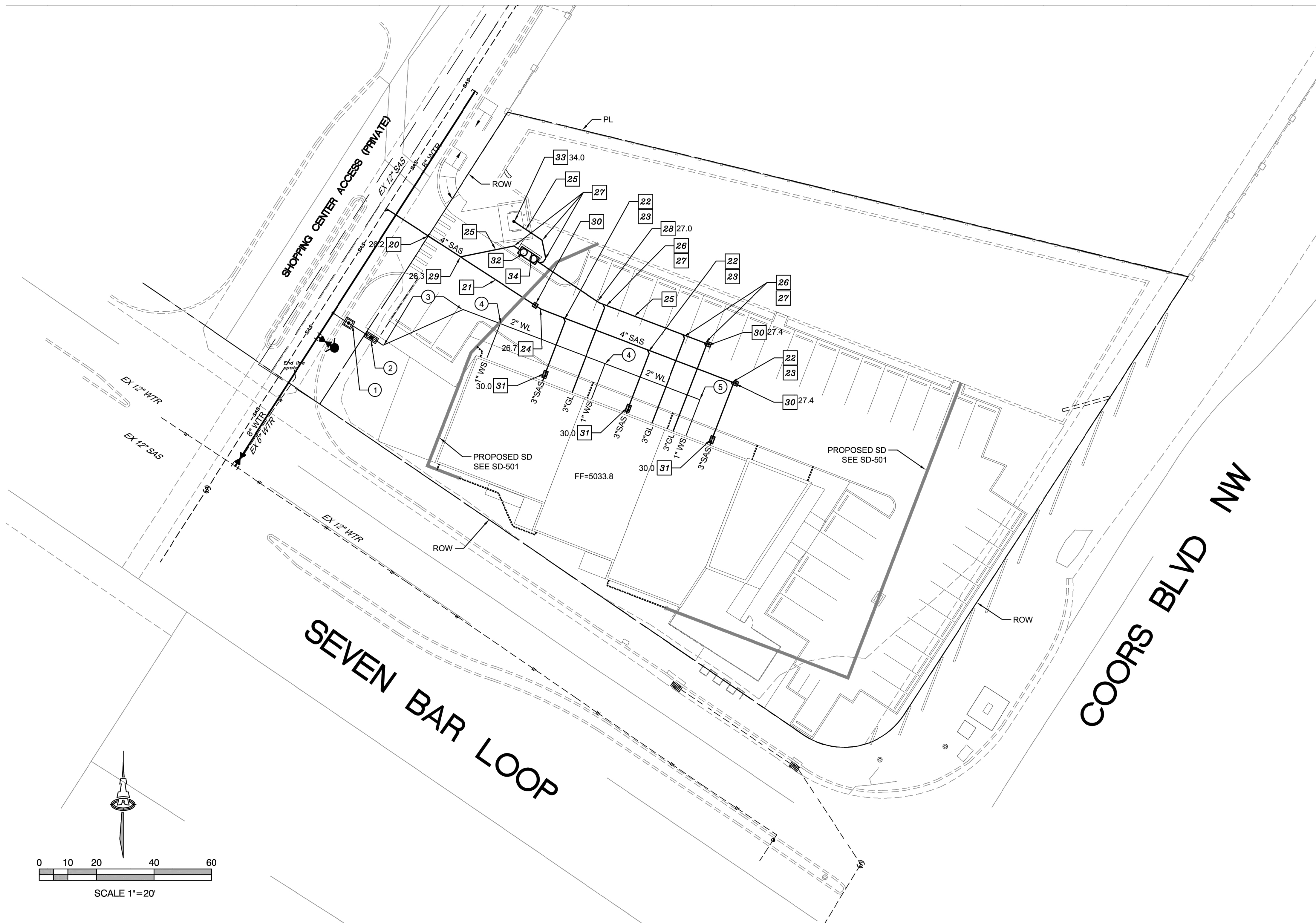
SHEET NUMBER

FEBRUARY 8, 2022

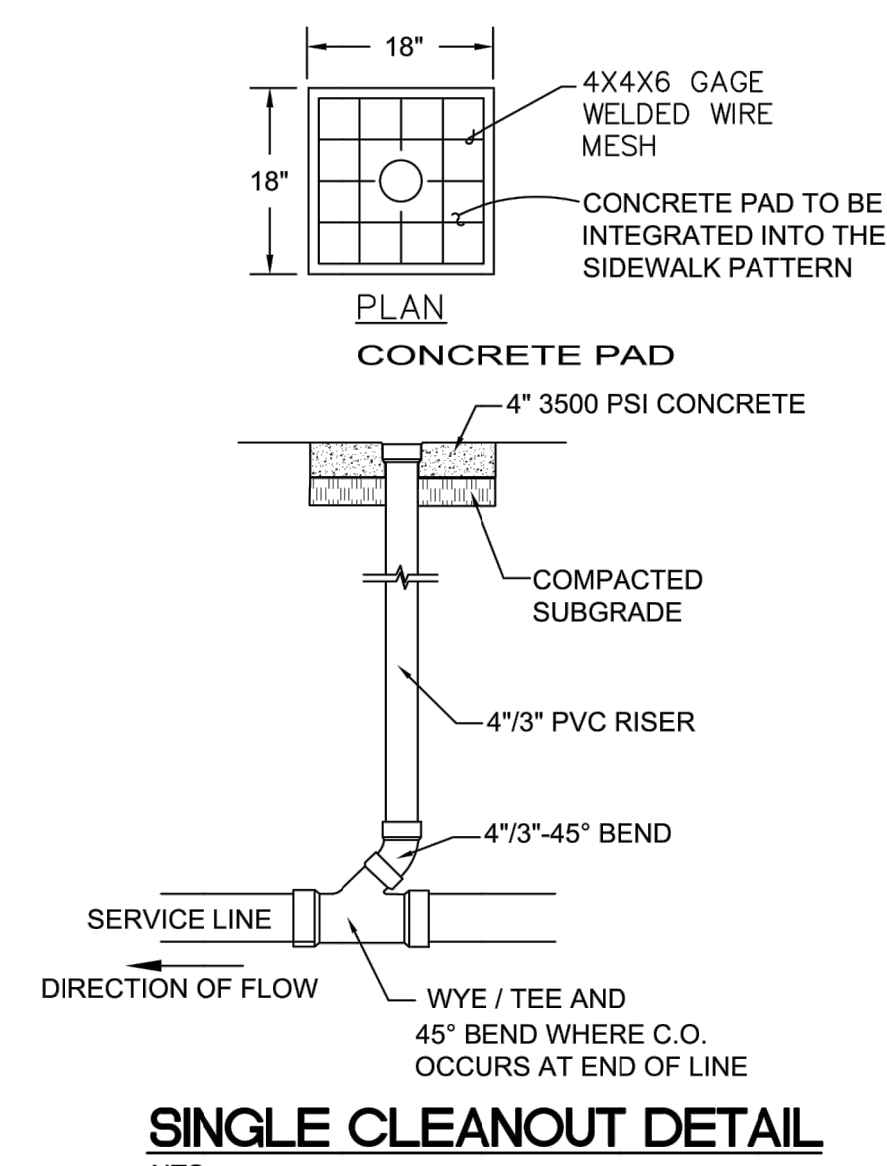
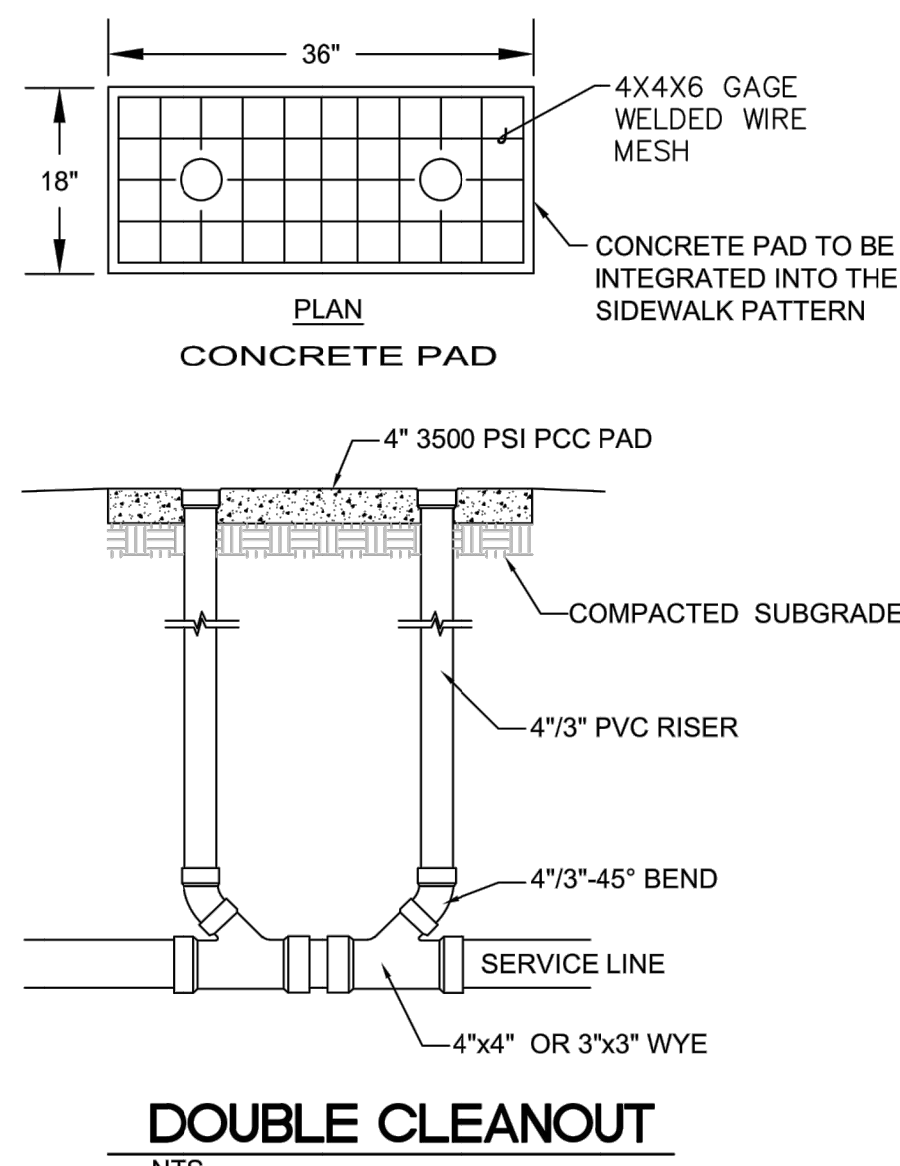
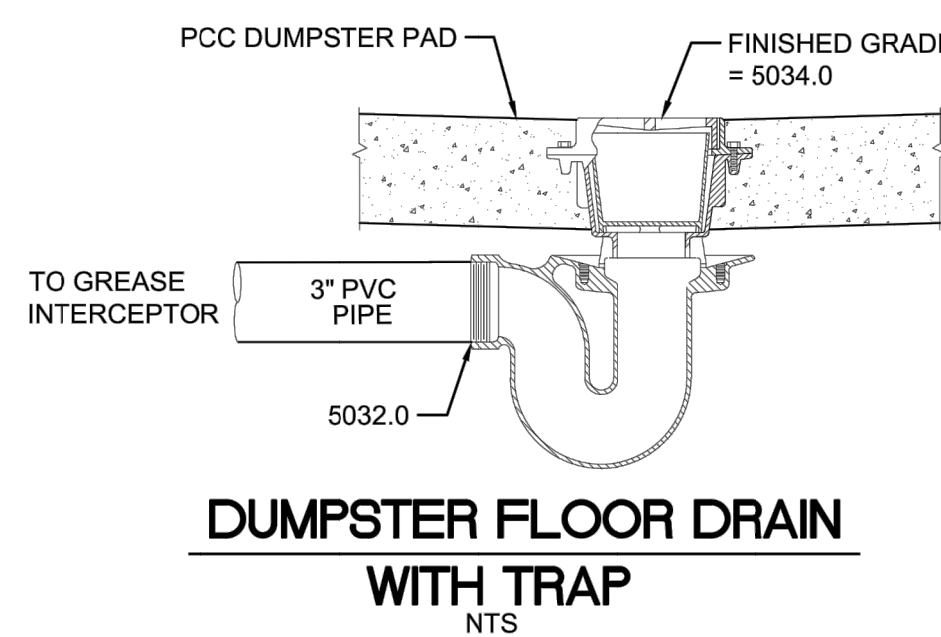
SHEET 5 OF 7

SCALE: N.T.S.





8" WATERLINE, FIRE HYDRANT, WATER METER SETTING AND SEWER SERVICE CONNECTION TO EXISTING SEWER MAIN TO BE CONSTRUCTED UNDER ABCWUA WORK ORDER.



### GENERAL NOTES

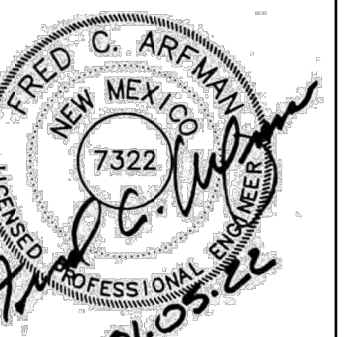
- SEE SHEET C-100 FOR ALL CIVIL GENERAL NOTES.
- EXISTING UTILITY LINES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND MAY BE INCOMPLETE OR OBSOLETE. SUCH LINES MAY OR MAY NOT EXIST WHERE SHOWN OR NOT SHOWN. ALL UTILITIES SHOULD BE FIELD VERIFIED AND LOCATED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PIPELINES, AND UNDERGROUND UTILITY LINES.
- CONTRACTOR SHALL NOT USE VIBRATORY COMPACTION EQUIPMENT OR HEAVY VEHICLES OVER EXISTING UTILITIES.
- SITE STORM DRAIN, ELECTRIC LINES & TRANSFORMERS AND GAS LINES ARE SHOWN FOR GENERAL INFORMATION ONLY TO PROVIDE AN OVERVIEW OF SITE UTILITIES AND POTENTIAL CONFLICTS. SEE MECHANICAL PLANS FOR GAS LINE SIZING. SEE CG-101 FOR STORM DRAIN DESIGN.
- ALL ABOVE GROUND UTILITY EQUIPMENT AND FITTINGS SHALL BE PAINTED IN COLORS TO MATCH BUILDING COLORS.

### KEYED NOTES

- WATER KEYED NOTES**
- CONNECT NEW 2" WATER SERVICE LINE TO EXISTING METER SETTING.
  - FEBCO MODEL 825YA RPBFP IN A SAFE-T-COVER MODEL 200-AL.
  - 2" 45° BEND.
  - 2"x1" TEE.
  - 2"x1" 90° BEND.
- SEWER KEYED NOTES**
- REMOVE 4" PLUG AND CONNECT NEW 4" SEWER SERVICE LINE.
  - 4" SANITARY SEWER LINE AT 1% MIN. SLOPE.
  - 4"x4" WYE/TEE.
  - 4" 45° BEND.
  - 4" 11 1/2° BEND.
  - 3" GREASE LINE AT 1% MIN. SLOPE.
  - 3"x3" WYE/TEE.
  - 3" 45° BEND.
  - 3" 11 1/2° BEND.
  - 4"x3" WYE/TEE.
  - SANITARY SEWER SINGLE CLEAN OUT, SEE DETAIL THIS SHEET.
  - SANITARY SEWER DOUBLE CLEAN OUT, SEE DETAIL THIS SHEET.
  - SCHIRE MODEL GB-250 GREASE INTERCEPTOR.
  - 3" DUMPSTER FLOOR DRAIN WITH "P" TRAP.
  - 2" GREASE INTERCEPTOR VENT LINE.

### LEGEND

|  |            |                        |
|--|------------|------------------------|
|  | EX 12" WTR | EXISTING WATERLINE     |
|  | EX 12" SAS | EXISTING SEWER LINE    |
|  |            | EXISTING SEWER MANHOLE |
|  |            | NEW WATER SERVICE      |
|  |            | NEW SEWER SERVICE      |
|  |            | SEWER CLEAN OUT        |



Engineer

Alameda West Shopping Center  
Commercial Addition  
Albuquerque, New Mexico

|                 |               |
|-----------------|---------------|
| ISSUE:          | FINAL         |
| PROJECT NUMBER: | IA 2432       |
| FILE:           |               |
| DRAWN BY:       | FCA           |
| CHECKED BY:     | FCA           |
| DATE:           | OCTOBER, 2021 |

| No | Date | Description |
|----|------|-------------|
|    |      |             |
|    |      |             |
|    |      |             |

SHEET TITLE

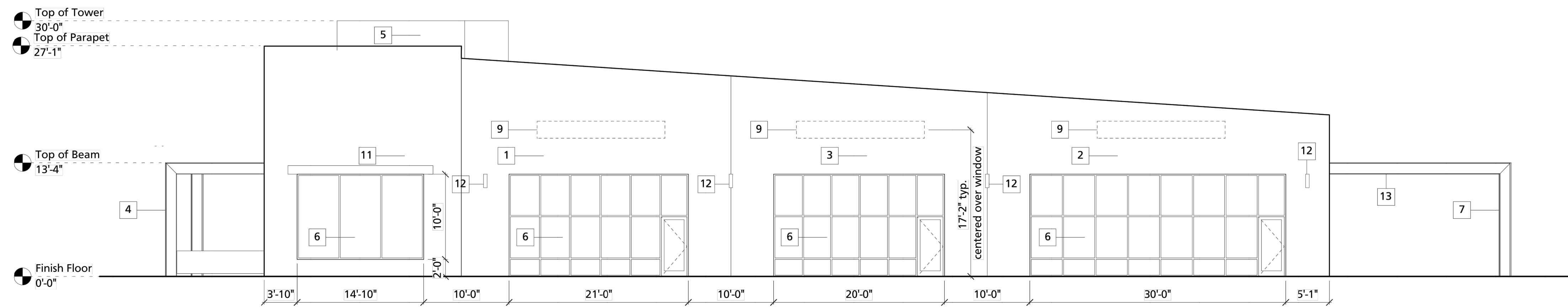
UTILITY PLAN

SHEET NUMBER

FEBRUARY 8, 2022  
SHEET 6 OF 7





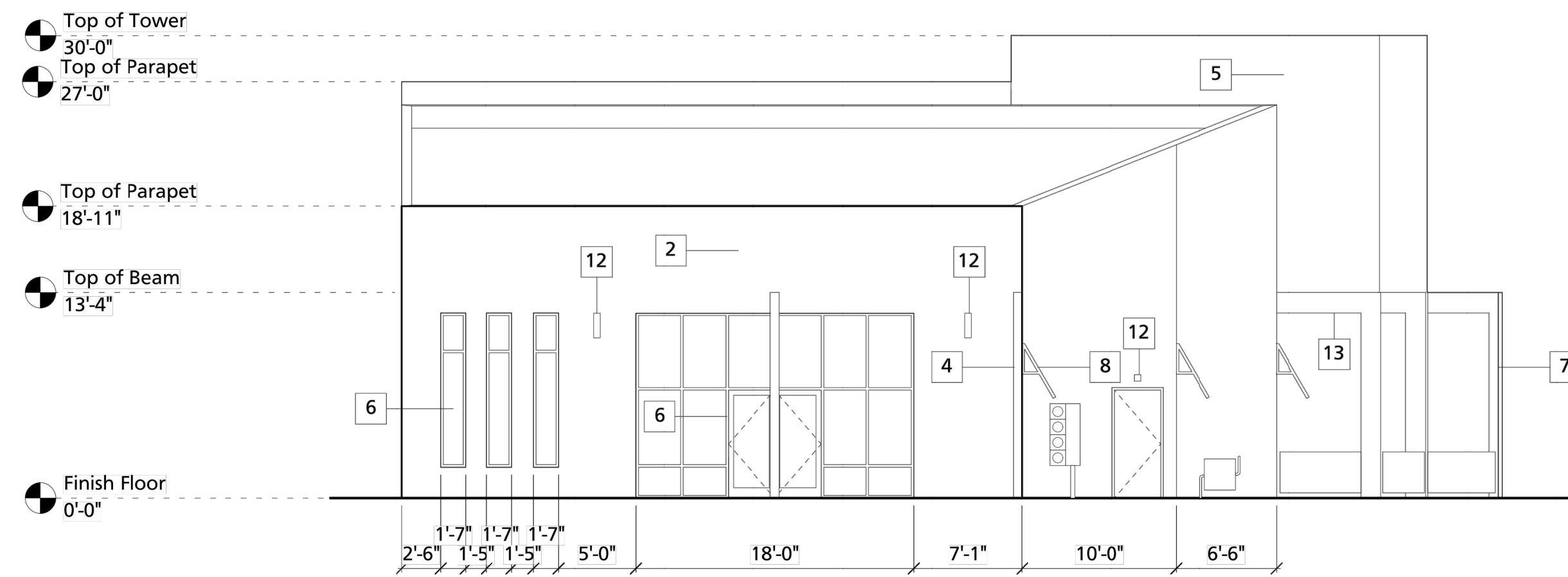


**N North Elevation**  
Scale: 1/8" = 1'-0"

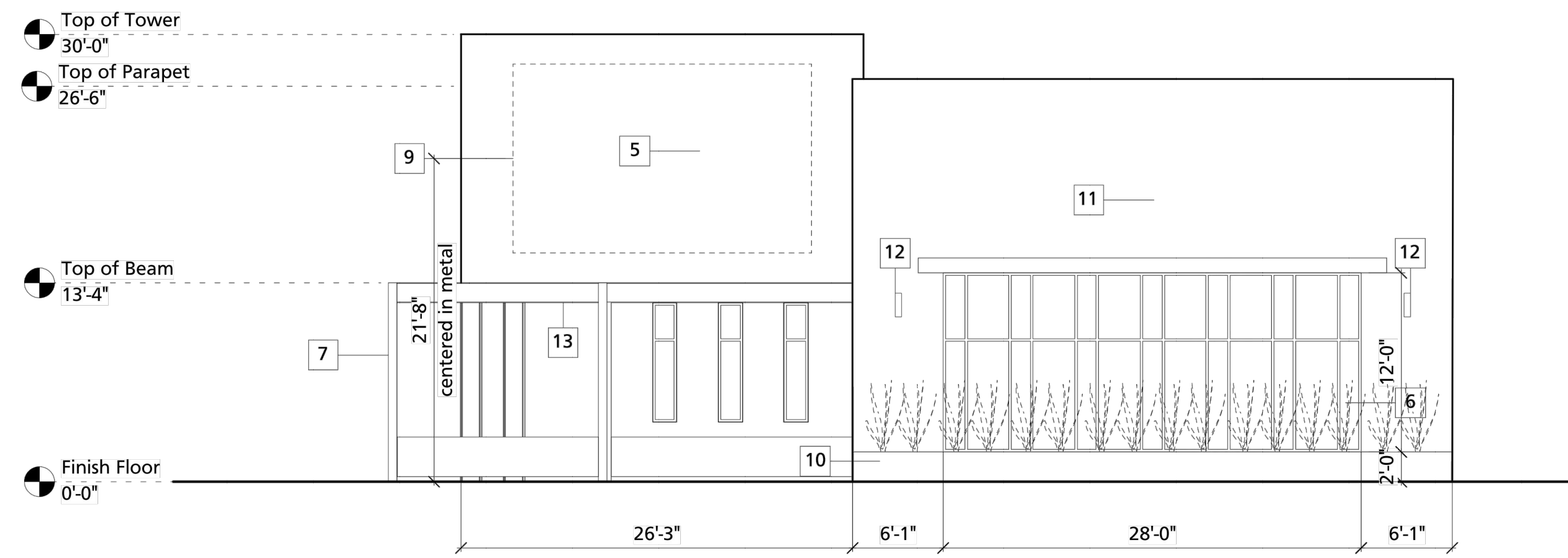
Per IDO 14-16-5-12 (F)(2)  
Wall sign  
zone MX-M 15% of Facade  
North Facade = 2,867 sq.ft. 430 sq.ft. of sign allowed  
proposed (3) @ 30 sq.ft. ea.

**KEYED NOTES:**

1. STUCCO WALL COLOR -blue
2. STUCCO WALL COLOR -gray
3. STUCCO WALL COLOR -brown
4. STUCCO WALL COLOR -na
5. PERFORATED STEEL MESH
6. STOREFRONT WINDOW
7. STEEL PATIO STRUCTURE
8. METAL AWNING
9. BUILDING SIGN
10. RAISED PLANTER
11. STONE VENEER
12. OUTDOOR WALL LIGHT
13. OUTDOOR STRIP LIGHT



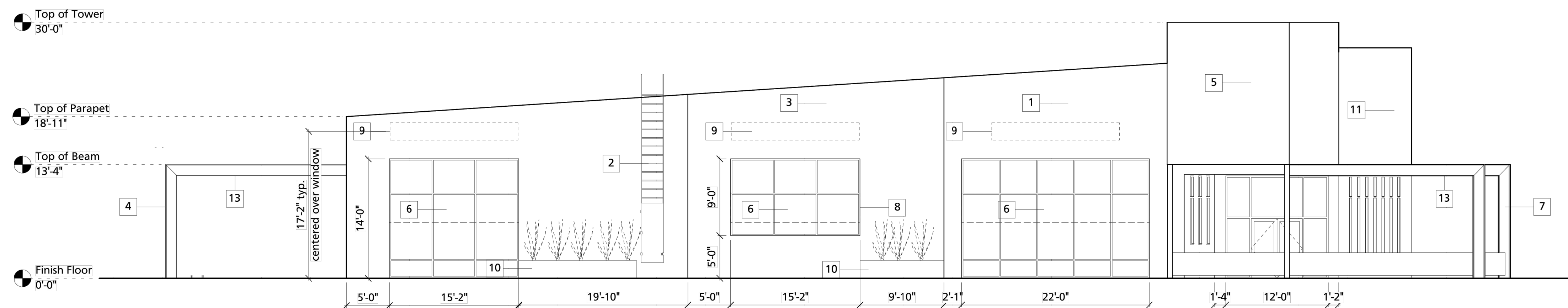
**W West Elevation**  
Scale: 1/8" = 1'-0"



**E East Elevation**  
Scale: 1/8" = 1'-0"

Per IDO 14-16-5-12 (F)(2)  
Wall sign  
zone MX-M 15% of Facade  
North Facade = 1,867 sq.ft.  
280 sq.ft. of sign allowed  
proposed 1 @ 250 sq.ft.

Per IDO 14-16-5-11 (E)(2)(b)  
Building Design  
30% Windows 1,077sq.ft. /30% = 323 (336 sq.ft. provided)  
Street Facing Facade Shall Incorporate 3 features  
1. d Awnings over windows  
2. e Sun Shelves  
3. f Raised Planters



**S South Elevation**  
Scale: 1/8" = 1'-0"

Per IDO 14-16-5-12 (F)(2)  
Wall sign  
zone MX-M 15% of Facade  
South Facade = 2,547 sq.ft.  
382 sq.ft. of sign allowed  
proposed (3) @ 30 sq.ft. ea.

Per IDO 14-16-5-11 (E)(2)(b)  
Building Design  
30% Windows 2,119sq.ft. /30% = 635.7 (655 sq.ft. provided)  
Street Facing Facade Shall Incorporate 3 features  
1. d Awnings over windows  
2. e Sun Shelves  
3. f Raised Planters

**TREVESTON ELLIOTT**  
ARCHITECT

811 12TH ST. NW  
ALBUQUERQUE, NEW MEXICO  
87102  
C 505.259.4617  
treveston@earthlink.com  
www.earthlink.com

**COTTONWOOD WEST**  
SHOPPING CENTER  
ALBUQUERQUE, NEW MEXICO



**From:** [Jim Strozier](#)  
**To:** [Fred Arfman](#); [Michael Vos](#)  
**Cc:** [Tom Lampo](#)  
**Subject:** RE: [EXTERNAL] Fwd: Coors and 7 Bar ABCWUA Development Agreement & Updated Infrastructure List  
**Date:** Wednesday, March 23, 2022 11:15:59 AM

---

Thanks Fred, this looks like what we need!

**Jim Strozier, FAICP**

Consensus Planning, Inc.

302 8<sup>th</sup> Street NW

(505) 764-9801

---

**From:** Fred Arfman <freda@iacivil.com>  
**Sent:** Wednesday, March 23, 2022 10:47 AM  
**To:** Jim Strozier <cp@consensusplanning.com>; Michael Vos <Vos@consensusplanning.com>  
**Subject:** Fwd: [EXTERNAL] Fwd: Coors and 7 Bar ABCWUA Development Agreement & Updated Infrastructure List

Jim,

I got the below message from Margaret Haynes waiting for me when I got back to my office.

Fred

**Fred C. Arfman, P.E.**  
**Principal/ President**  
Isaacson & Arfman, Inc.  
Civil Engineering Consultants  
128 Monroe St. N.E.  
Albuquerque, NM 87108  
Phone: (505)268-8828  
e-mail: [freda@iacivil.com](mailto:freda@iacivil.com)

----- Forwarded message -----

**From:** **Haynes, Margaret, NMDOT** <[Margaret.Haynes@state.nm.us](mailto:Margaret.Haynes@state.nm.us)>  
**Date:** Tue, Mar 22, 2022 at 4:39 PM  
**Subject:** RE: [EXTERNAL] Fwd: Coors and 7 Bar ABCWUA Development Agreement & Updated Infrastructure List  
**To:** Arfman, Frederick <[freda@iacivil.com](mailto:freda@iacivil.com)>  
**Cc:** Thompson, Keith, NMDOT <[Keith.Thompson@state.nm.us](mailto:Keith.Thompson@state.nm.us)>, Haynes, Margaret, NMDOT <[Margaret.Haynes@state.nm.us](mailto:Margaret.Haynes@state.nm.us)>



Hi Fred,  
6-feet is an acceptable width for the sidewalk.

Thanks,  
M

**Margaret L. Haynes, P.E.**  
*District 3 Assistant Traffic Engineer*  
New Mexico Department of Transportation  
505-288-2086 cell

The NMDOT office is currently open, however we are encouraged to conduct/attend all meetings virtually whenever possible. Non-essential staff may have permanent telework in place

---

**From:** Fred Arfman <[freda@iacivil.com](mailto:freda@iacivil.com)>  
**Sent:** Monday, March 21, 2022 4:25 PM  
**To:** Haynes, Margaret, NMDOT <[Margaret.Haynes@state.nm.us](mailto:Margaret.Haynes@state.nm.us)>  
**Subject:** [EXTERNAL] Fwd: Coors and 7 Bar ABCWUA Development Agreement & Updated Infrastructure List

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Margaret,

Would you please provide a reply to this e-mail string requesting NMDOT confirmation that the new west sidewalk along Coors Blvd. north of 7-Bar Loop will be 6 feet wide?

Thank you for your assistance in getting this answered for the architect and City.

Fred

**Fred C. Arfman, P.E.**  
**Principal/ President**  
Isaacson & Arfman, Inc.  
Civil Engineering Consultants  
128 Monroe St. N.E.  
Albuquerque, NM 87108  
Phone: (505)268-8828  
e-mail: [freda@iacivil.com](mailto:freda@iacivil.com)

----- Forwarded message -----

From: **Tom Lampo** <[Lampo@consensusplanning.com](mailto:Lampo@consensusplanning.com)>  
Date: Mon, Mar 21, 2022 at 9:34 AM  
Subject: RE: Coors and 7 Bar ABCWUA Development Agreement & Updated Infrastructure List  
To: Fred Arfman <[freda@iacivil.com](mailto:freda@iacivil.com)>, Bryan Bobrick ([bryanb@iacivil.com](mailto:bryanb@iacivil.com)) <[bryanb@iacivil.com](mailto:bryanb@iacivil.com)>



Good morning Fred,

I wanted to reach out again to see if you had anything you could share with us from the DOT agreeing to the 6' sidewalks at Coors and 7 Bar, even if it were just an email confirmation from Margaret Haynes. I will be resubmitting our DRB package tomorrow or early Wednesday, so please let me know when you get a chance.

Thanks,

**Thomas Lampo**

Planner

Consensus Planning, Inc.

302 8<sup>th</sup> Street NW

(505) 764 - 9801

---

**From:** Tom Lampo

**Sent:** Wednesday, March 16, 2022 4:40 PM

**To:** Fred Arfman <[freda@iacivil.com](mailto:freda@iacivil.com)>

**Subject:** RE: Coors and 7 Bar ABCWUA Development Agreement & Updated Infrastructure List

Good afternoon Fred,

We are going to be formally resubmitting our Coors and 7 Bar DRB site plan amendment next week. Do we have anything from DOT showing that they're ok with the sidewalk width being 6' along Coors?

Let me know when you get a chance.

Thanks,

**Thomas Lampo**

Planner

Consensus Planning, Inc.

302 8<sup>th</sup> Street NW

(505) 764 - 9801

---

**From:** Tom Lampo

**Sent:** Monday, February 21, 2022 11:54 AM

**To:** Fred Arfman <[freda@iacivil.com](mailto:freda@iacivil.com)>

**Cc:** Jim Strozier <[cp@consensusplanning.com](mailto:cp@consensusplanning.com)>

**Subject:** RE: Coors and 7 Bar ABCWUA Development Agreement & Updated Infrastructure List

Thanks Fred!



Thomas Lampo

Planner

Consensus Planning, Inc.

302 8<sup>th</sup> Street NW

(505) 764 - 9801

---

**From:** Fred Arfman <[freda@iacivil.com](mailto:freda@iacivil.com)>

**Sent:** Monday, February 21, 2022 11:26 AM

**To:** Tom Lampo <[Lampo@consensusplanning.com](mailto:Lampo@consensusplanning.com)>

**Cc:** Jim Strozier <[cp@consensusplanning.com](mailto:cp@consensusplanning.com)>

**Subject:** Re: Coors and 7 Bar ABCWUA Development Agreement & Updated Infrastructure List

Tom,

Here I have the Development SAgreement Information Sheet that was sent to Blaine last week. We have not seen anything back from him. I have also attached the approved IL for your files.

Fred

**Fred C. Arfman, P.E.**

**Principal/ President**

Isaacson & Arfman, Inc.

Civil Engineering Consultants

128 Monroe St. N.E.

Albuquerque, NM 87108

Phone: (505)268-8828

e-mail: [freda@iacivil.com](mailto:freda@iacivil.com)

On Mon, Feb 21, 2022 at 9:41 AM Tom Lampo <[Lampo@consensusplanning.com](mailto:Lampo@consensusplanning.com)> wrote:

Fred,

I was just checking in to see if Blaine had sent you the necessary paperwork to submit a dev agreement to ABCWUA.

Also, do we have an updated infrastructure list available, which shows the upsized 8" diameter pipe and sidewalks? Jay Rodenbeck asked that we provide one at DRB.

Let me know when you get a chance.

Thanks,

Thomas Lampo

Planner

Consensus Planning, Inc.

302 8<sup>th</sup> Street NW







**INFRASTRUCTURE LIST**

(Rev. 2-16-18)

**EXHIBIT "A"**

**TO SUBDIVISION IMPROVEMENTS AGREEMENT**

**DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

Cottonwood West Shopping Center

**PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

Tract C, Alameda West

**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<br>DRC # | Constructed Under<br>DRC # | Size          | Type of Improvement | Location                | From         | To                         | Construction Certification |      |                    |
|---------------------------------|----------------------------|---------------|---------------------|-------------------------|--------------|----------------------------|----------------------------|------|--------------------|
|                                 |                            |               |                     |                         |              |                            | Private Inspector          | P.E. | City Cnst Engineer |
|                                 |                            | 8" *          | waterline           | West Prvt. Access aisle | 7 - Bar Loop | NW Prop. Corner<br>Tract C | /                          | /    | /                  |
|                                 |                            | Std.<br>NMDOT | Curb & Gutter       | Coors Blvd              | 7 - Bar Loop | NE Prop. Corner<br>Tract C | /                          | /    | /                  |
|                                 |                            | 6'            | PCC Sidewalk        | Coors Blvd.             | 7-Bar Loop   | NE Prop Corner             | /                          | /    | /                  |
|                                 |                            |               |                     |                         |              |                            | /                          | /    | /                  |
|                                 |                            |               |                     |                         |              |                            | /                          | /    | /                  |
|                                 |                            |               |                     |                         |              |                            | /                          | /    | /                  |
|                                 |                            |               |                     |                         |              |                            | /                          | /    | /                  |
|                                 |                            |               |                     |                         |              |                            | /                          | /    | /                  |
|                                 |                            |               |                     |                         |              |                            | /                          | /    | /                  |



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 \* Additional items include the removal and disposal of the exist. 6" WL and rthe installing of a fire hydrant, water service fittings & valves abd a single SASA service line connection.
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

|               |   |
|---------------|---|
| AGENT / OWNER | DEVELOPMENT REVIEW BOARD MEMBER APPROVALS |
|---------------|---|

**Fred C. Arfman, PE**  
 \_\_\_\_\_  
 NAME (print)

**ISAACSON & ARFMAN, INC.**  
 \_\_\_\_\_  
 FIRM

*Fred C. Arfman* 02-16-22  
 \_\_\_\_\_  
 SIGNATURE date

\_\_\_\_\_ DRB CHAIR - date

\_\_\_\_\_ TRANSPORTATION DEVELOPMENT - date

\_\_\_\_\_ UTILITY DEVELOPMENT - date

\_\_\_\_\_ CITY ENGINEER - date

\_\_\_\_\_ PARKS & RECREATION - date

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

\_\_\_\_\_ CODE ENFORCEMENT - date

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

|                                   |
|-----------------------------------|
| DESIGN REVIEW COMMITTEE REVISIONS |
|-----------------------------------|

| REVISION | DATE | DRC CHAIR | USER DEPARTMENT | AGENT /OWNER |
|----------|------|-----------|-----------------|--------------|
|          |      |           |                 |              |
|          |      |           |                 |              |
|          |      |           |                 |              |



**DECLARATION OF RESTRICTIONS  
AND GRANT OF EASEMENTS**

**Between**

**ALAMEDA WEST LTD,  
a New Mexico Limited Partnership**

**and**

**AMERICAN STORES PROPERTIES, INC.,  
a Delaware corporation**

**DATED:** August 25, 1983  
**LOCATION:** North Coors Road,  
Albuquerque, New Mexico  
**STORE NUMBER:** \_\_\_\_\_

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD



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THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS is made as of the 25<sup>th</sup> day of August, 1983, by and between AMERICAN STORES PROPERTIES, INC., a Delaware corporation ("ASPI"), and ALAMEDA WEST LTD, a New Mexico Limited Partnership ("Developer"), collectively referred to herein as the "Declarants" or "Declarant" as context requires.

R E C I T A L S

(A) WHEREAS, ASPI is or will be at the time of this document's recordation, the owner of that certain real property located in the County of Bernalillo, State of New Mexico, designated and shown as Tract A on the plot plan ("Plot Plan") attached hereto as Exhibit "A" and herein incorporated by reference ("Parcel One"); and

(B) WHEREAS, Developer is or will be at the time of this document's recordation, the owner of that certain real property located in the County of Bernalillo, State of New Mexico, designated as Tract B, C, and D on the Plot Plan ("Developer's Property"); and

(C) WHEREAS, Coors Road Joint Venture, a New Mexico Limited Partnership ("Venture") has leased that certain real property located in the County of Bernalillo, State of New Mexico designated as Tract "E" on the Plot Plan ("Leased Property") pursuant to a Long Term Lease ("Master Lease") between itself as Tenant, and Albuquerque National Bank as Trustee for DAVID D. COOPER and MARTHA COOPER, his wife; BARRY W. RAMO and ROBERTA C. RAMO, his wife; RICHARD H. MILLER and ALFRED B. MILLER; PHILLIP U. MARTINEZ and CAROLYN MARTINEZ, his wife; GERALD N. GOLD and MADELYN GOLD, his wife; LAWRENCE H.



MARCELLA COOPER, his wife; WANDA S. EPSTEIN, dealing with her sole and separate property; CORINNE COOPER, a single individual; PAULA BETH COOPER BLACK, dealing with her sole and separate property; SANFORD KAHN, Trustee of the Andrew Davis Gold Irrevocable Trust dated December 29, 1978; SANFORD KAHN, Trustee of the Jennifer Lynn Gold Irrevocable Trust dated December 29, 1978, as Landlord (hereinafter "Master Lessor"); and

(D) WHEREAS, pursuant to a sublease between Developer and the Venture of even date herewith ("Sublease"), Developer is the sublessee of the Leased Property; and

(E) WHEREAS, the Developer's Property and the Leased Property are hereinafter referred to as "Parcel Two"; and

(F) WHEREAS, the legal descriptions of Parcels One and Two are set forth on Exhibit "B<sub>1</sub>" and Exhibit "B<sub>2</sub>" attached hereto and herein incorporated by reference, both of which Parcels are referred to herein as the "Shopping Center"; and

(G) WHEREAS, the Declarants desire that each of their respective parcels and any portion thereof, be developed in conjunction with each other for the mutual benefit of the Declarants and of each and all of the parcels and of every portion thereof, and accordingly do hereby establish a general plan for the improvement, protection, development, maintenance and use of each and all of the parcels as a commercial shopping center and for such purposes Declarants do hereby establish easements, covenants, restrictions, liens and charges, hereinafter collectively referred to as "Restrictions") as at hereinafter set forth, subject to which each of the parcels and any portion thereof shall be improved, held, exchanged,



II. DEFINITIONS.

The following terms shall have the meaning specified below.

A. Owner. The term "Owner" or "Owners" means the Owner of Parcel One and the Owner of Parcel Two and their respective assigns, grantees and successors in interest.

B. Owner of Parcel One. The term "Owner of Parcel One" means ASPI and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel One. In the event that any American Affiliate does not have record fee title to any portion of Parcel One but is leasing all or a portion of Parcel One pursuant to a lease, sale-leaseback or other similar transaction giving the American Affiliate a right of occupancy to all or any portion of Parcel One pursuant to a recorded instrument, such American Affiliate shall also be deemed to be an Owner of Parcel One.

C. Owner of Parcel Two. The term "Owner of Parcel Two" means Developer and its respective assigns, grantees and successors in interest ~~having fee record title to~~ <sup>OWNER OR ASPI</sup> ~~all or any portion of Parcel Two or having a~~ leasehold interest as Tenant in Parcel Two pursuant to the Leases described in the Recitals (C) and (D) above.

D. American Affiliate. The term "American Affiliate" shall mean any entity which is wholly owned or ultimately wholly owned (i.e., through various subsidiaries) by American Stores Company, a Delaware corporation or any successor thereto by merger, consolidation or acquisition of its assets.



leased, sold and/or conveyed. The Restrictions shall run with the land and shall inure to the benefit of and bind the owners of each and every parcel, and any portion thereof, in the Shopping Center and their respective successors in interest, and each of the Restrictions is imposed upon each parcel in the Shopping Center as a mutual equitable servitude in favor of each and every other parcel and every part and portion thereof in the Shopping Center. Each of the Restrictions shall create reciprocal rights and obligations among each of the owners or lessees of any parcel, and any portion thereof, in the Shopping Center; they shall further create a privity of contract and an estate between the owners of each and every parcel and their heirs, successors and assigns; and they shall, as to the owner of each and every parcel, their heirs, successors and assigns, operate as covenants running with the land for the benefit of the Shopping Center and each and every part and portion thereof; and

(H) WHEREAS, by instrument of even date herewith Master Lessor and the Venture have each respectively agreed to subordinate the Master Lease and the Sublease to this Declaration and have agreed that in the event of a termination or rescission of either or both of such leasehold estates this Declaration shall not be disturbed and shall remain in full force and effect;

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth herein, the Declarants agree as follows:

INCORPORATION.

Recitals (A) through (H) are incorporated



E. Building Areas. The Building Areas in the Shopping Center are the portions thereof upon which buildings may be constructed as indicated by the words "Building Area" on the Plot Plan.

F. Common Areas. The Common Area is all real property within the Shopping Center except the Building Areas; provided, those portions of the Building Areas upon which buildings are not located or being constructed shall be deemed to be Common Areas until such time as the construction of buildings thereon commences.

### III. BUILDING AREA AND COMMON AREA.

A. Building Area. No building or other structure shall be constructed upon any parcel in the Shopping Center other than within the confines of the Building Area on such parcel. Notwithstanding the foregoing, canopies and roof overhangs (including supporting columns or pillars), normal foundations, doors, trash enclosures, and loading and delivery docks, covered areas attached to such docks, and doors for ingress and egress may project from any building or structure up to a distance of twenty (20) feet over or outside of the Building Area on any parcel; provided, however, that any such projection or extension must comply with all applicable laws, rules, ordinances and regulations of every governmental body having jurisdiction over the Shopping Center; and, provided further that no such extension or projection shall be allowed if it would: (i) materially alter the parking configuration or vehicular and pedestrian circulation in the Shopping Center, or access to the

II. DEFINITIONS.

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B. Owner of Parcel One. The term "Owner of Parcel One" means ASPI and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel One. In the event that any American Affiliate does not have record fee title to any portion of Parcel One but is leasing all or a portion of Parcel One pursuant to a lease, sale-leaseback or other similar transaction giving the American Affiliate a right of occupancy to all or any portion of Parcel One pursuant to a recorded instrument, such American Affiliate shall also be deemed to be an Owner of Parcel One.

C. Owner of Parcel Two. The term "Owner of Parcel Two" means Developer and its respective assigns, grantees and successors in interest ~~having fee record title to~~ <sup>ASPI</sup> having fee record title to all or any portion of Parcel Two or <sup>ASPI</sup> having a leasehold interest as Tenant in Parcel Two pursuant to the Leases described in the Recitals (C) and (D) above.

D. American Affiliate. The term "American Affiliate" shall mean any entity which is wholly owned or ultimately wholly owned (i.e., through various subsidiaries) by American Stores Company, a Delaware corporation or any successor thereto by merger, consolidation or acquisition of its assets.



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entire Shopping Center from adjacent streets and between parcels within the Shopping Center as shown on Plot Plan; or (ii) decrease the parking area of the Shopping Center (or either parcel thereof) to less than the number of parking stalls or drive lane configurations and widths as the same are shown on the Plot Plan.

All Building Areas not improved with buildings or other structures shall be sealed and dust proofed and any Building Areas on Parcel Two not so improved shall be sealed and dust proofed by the time of completion of the building to be constructed on the Building Area designated "A" on the Plot Plan.

B. Maximum Building Area. The total square footage of floor area of all buildings and other structures within the Building Area on any parcel in the Shopping Center shall not exceed the square footage therefor designated for such building area on the Plot Plan. For purposes hereof, "floor area" shall be defined as the area within the exterior surfaces of the exterior walls of any building or structure, excluding any mezzanine (so long as it is not used for sales area or for any use which would change the parking requirements for the Shopping Center), trash enclosure, loading dock, covered area attached to loading docks, canopies and roof overhangs (including supporting columns or pillars). It is understood and agreed that the designated square footage of a Building Area for any parcel is only a



whatsoever on the owner of such parcel to place, erect or construct a building or structure thereon having the maximum floor area.

C. Common Area. The Common Area shall be used primarily for vehicular access, circulation and parking, landscaping, pedestrian traffic and the comfort and convenience of customers, invitees, licensees, agents and employees of the Owners and business occupants of the buildings constructed in the Shopping Center, and for the servicing and supplying of such businesses. In addition, the Common Areas may be used: (i) in connection with the construction and repair of any buildings in the Shopping Center so long as such use does not unreasonably restrict access to and from and the conduct of business from the buildings in the Shopping Center or access to and from the adjacent streets; (ii) in connection with the construction and maintenance of utility lines so long as such activity is undertaken in strict compliance with the requirements of Article IV, Paragraph B hereof; and (iii) for any other use required by any governmental authority having jurisdiction thereof. No building, barricade or structure may be placed, erected or constructed within the Common Area on any parcel except loading and delivery docks and covered areas attached to such docks, trash enclosures, pylon (to the extent not herein prohibited) and directional signs, bumper guards or curbs, paving, landscaping and landscape planters, lighting standards, driveways,

pillars supporting roof overhangs, and any other improvements as may be required under applicable laws, rules, ordinances and regulations of any governmental body having jurisdiction over the Shopping Center. There shall be no charge or other validation for parking on the Common Areas (unless required by governmental regulations) without the prior written consent of the Owners.

D. Construction Facilities. Temporary construction facilities utilized to perform construction, restoration and repair activities permitted under this Declaration shall not be considered a "building or other structure" as the same are referred to in (A) and (B) and (C) of this Article; provided, the same shall be subject to all restrictions imposed on such uses by this Declaration (except such temporary facilities may be temporarily located in the Common Area), and shall be constructed and maintained in such a manner that such facilities do not unreasonably restrict access to and from, and conduct of business from, the buildings in the Shopping Center or access to and from the adjacent streets;

E. Design and Construction of Buildings. All buildings constructed in the Shopping Center shall be designed so that the exterior design, color and elevation of each building will be architecturally and aesthetically compatible with the others, the design of the Common Area and the architectural theme of the



Development Agreement entered into by the Owners of even date herewith for the purpose of jointly planning and constructing the Shopping Center (the "Development Agreement") and will be in compliance with the Plot Plan. In no event shall any building constructed in the Shopping Center exceed one (1) story (excluding mezzanines and related storage areas located therein) nor a height of thirty five (35) feet.

#### IV. EASEMENTS.

A. Ingress, Egress and Parking. Each Owner, as grantor with respect to each parcel owned by such Owner, hereby grants to each of the other Owners, as grantees, for the benefit of the Master Lessor and each of such other Owners and their respective tenants, employees, agents, customers and invitees of such tenants, and for the benefit of each parcel owned by each grantee and by the Master Lessor, a non-exclusive easement appurtenant to each parcel owned by each grantee for ingress and egress by vehicular and pedestrian traffic and for vehicular parking upon, over and across the Common Area within each parcel or parcels owned by the grantor. Such easements shall be for the Common Area uses described in Article III, Paragraph C above and shall be subject to all restrictions imposed on such uses by this Declaration; provided, such easements shall not pertain to the construction and/or maintenance of utility lines which shall be solely governed by the

... of Paragraph B of this Article.

B. Utility Lines. Each Owner, as grantor with respect to each parcel owned by such party, hereby grants to each Owner, as grantee, for the benefit of each Owner and its parcel or parcels, non-exclusive easements appurtenant to each parcel owned by each grantee, under, through and across the Common Area of each parcel owned by the grantor for the installation, maintenance, repair and replacement of water drainage systems or structures, water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, gas mains and other public utility facilities necessary for the orderly development and operation of the Common Area and each building in the Shopping Center; provided that the rights granted pursuant to such easements shall at all times be exercised in such a manner as to cause the least interference with the normal operation of the Shopping Center; and provided further, except in an emergency, the right of any Owner to enter upon the parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon obtaining the prior written consent of such other Owner, which consent shall not unreasonably be withheld. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be, to the extent reasonably possible, installed and maintained below the ground level or surface of such easements. In the event an Owner deems it to be necessary to cause the installation of any utility



parcels subsequent to the initial paving and improving thereof, the Owner of the parcel on which such improvements are to be made agrees not to unreasonably withhold the grant of consent herein required; provided, however, that in no event will such installation be permitted if it would unreasonably interfere with the normal operation of any business on such parcel. Notwithstanding the terms of any such consent, in the event an Owner, in exercising the foregoing granted rights, disturbs or otherwise damages any portion of the Common Area improvements, such Owner shall expeditiously prosecute to completion the utility work and at its sole expense shall immediately restore and repair the Common Area improvements to their condition prior to the commencement of construction. In the event that it should be necessary to grant any of the foregoing easements and rights to the local utility companies as a condition of their providing or continuing service, such rights shall be granted so long as the Owner deems the terms and conditions of such a grant to be acceptable.

(C) Building Encroachments: Each Owner as Grantor with respect to each Parcel owned by such Owner, hereby grants to the other Owner, as Grantee, for the benefit of the other Owner and its Parcel, an easement for any portion of any buildings or structures on any Parcel which may encroach into or over an adjoining Parcel; provided, the easement for

encroachments does not exceed one (1) foot and the easement for canopies, eaves, and roof overhangs does not extend beyond the edge of any sidewalk immediately adjacent to any Building Area so encroached upon or exceed one (1) foot along the common boundaries of Parcel 1 and Parcel 2 within the Building Areas designated thereon.

#### V. COMMON AREA MAINTENANCE.

Each Owner shall, at its own expense, maintain or cause to be maintained, the Common Area located on its parcel, together with the sidewalks immediately adjacent to the buildings located thereon, at all times in good and clean condition and repair, which maintenance shall include, but not be limited to the following:

(a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

(b) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair, and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;



(e) Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and making replacements of shrubs and other landscaping as is necessary;

(f) Maintaining and repairing any and all walls, common storm drains, utility lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Shopping Center; and

(g) Maintaining free and unobstructed access to and from its parcel and the adjoining portions of the Shopping Center and to and from its parcel and the streets adjacent thereto.

All Common Area artificial lighting facilities shall be separately metered to the parcel on which such lighting facilities are located and the lighting costs shall be borne by the Owner of the parcel upon which such lighting facilities are located.

## VI. RESTRICTIONS.

A. Business. The Owners agree that none of the uses listed below shall be conducted in the Shopping Center without the prior written consent of all Owners. The uses prohibited are:

movie theaters, adult bookstores, bowling alleys, skating rinks, bars or taverns (except in restaurants), massage parlors (except in health club facilities as an incidental service), schools (except as provided below), renting or leasing of self storage or "mini-warehouse"

renting, leasing or sale or displaying for the purposes of renting, leasing or sale of any motor vehicles, boats or trailers.

Subject to the provisions of this paragraph as set forth below, no more than a total of twenty thousand (20,000) square feet of the "floor area" (as that term is defined in paragraph B of Article III herein, except that any mezzanine area shall be included as "floor area" for purposes of this paragraph) of the buildings constructed on Parcel Two may be devoted to "office use" or use as a school or for health club facilities; provided, however, that:

- (i) no "office" use, use as school or health club facilities shall be permitted on Parcel Two in the Building Areas designated "B", "C", "D", "E", "F", and "M" on the Plot Plan;
- (ii) that in the event any of the "floor area" in either of the buildings on Building Areas K or J, as the same are designated on the Plot Plan, are used or leased to use for office use or as a school such buildings will be so constructed, operated and maintained by the owner of Parcel Two as to insure that there shall be no public building entrance to or from: (a) through Building Area "E" and/or Building Area "F" as the same are designated on the Plot Plan in the case of Building Area K; and (b) through Building Area "D" as the same is designated on the Plot Plan in the case of Building Area "J";



(iii) that in the event any of the "floor area" of either or both of the buildings to be constructed on the Building Areas designated "J" and "K" on the Plot Plan are devoted to "office use" the owner of Parcel Two will require and diligently enforce the requirement that the occupants or users thereof park their motor vehicles in the areas provided for parking on the westerly side of such building areas;

(iv) that school uses shall be permitted only in the Building Area on Parcel Two designated "K" on the Plot Plan; provided however such use shall be subject to the same restriction for such Building Area as contained in (ii) and (iii) above with respect to "office use";

(v) that health club facilities shall only be permitted on Parcel Two in the buildings on Building Areas designated "G", and "H" on the Plot Plan and that in any event no more than ten thousand (10,000) square feet of the total "floor area" of such buildings shall be devoted to such use;

(vi) that with respect to all of the above as the same refer to "office use" or "school use" no more than three thousand (3,000) square feet of contiguous "floor area" will be used, or leased for use, for "office use" or use as a school by a single entity or business;

(vii) that at no time shall greater than a total twenty thousand (20,000) square feet of the

floor area of the buildings on Parcel Two be used or leased for "office use", "school use" and/or as health club facilities;

(viii) that any office space incidental to and used in conjunction with a retail business conducted in any building on Parcel Two shall not be considered as "office use" for purposes of this paragraph.

It is recognized by the Declarants that this Declaration does not restrict the building on Building Area "A" on Parcel One from being used for "office use"; provided, however, that in the event more than thirty thousand (30,000) square feet of the "floor area" of the building on Building Area "A" is devoted to "office use" (other than office space incidental to and used in conjunction with a retail business conducted in such building) then in such event the office and school use restrictions set forth in this Article with respect to Parcel Two shall no longer be applicable.

No building providing drive-in, drive-up or drive-through customer service shall be constructed or operated in the Shopping Center, unless the Owner of Parcel One has first given its written approval to the location, parking and drive lanes of such facility.

Declarants agree that the Building Area designated "M" on the Plot Plan shall only be devoted or used for self storage or "mini-warehouse" uses; provided however the Building Area utilized for such



any nature on the northerly side of Building Area "M" (as indicated by the words "No access this side" on the Plot Plan), which are designed or utilized to accommodate vehicular or pedestrian access to such Building Area; and provided further that it is expressly understood and agreed that users of such facilities shall and are hereby prohibited from utilizing any means of access to the Shopping Center for parking, loading and unloading, temporary storage or other or circulation uses in any way inconsistent with the intended access uses for such areas.

B. Parking Restrictions. No persons, other than customers, employees and invitees of the occupants of the Shopping Center, shall be permitted to park in the Common Area, unless the Owner of Parcel One gives prior written approval thereto.

C. Employee Parking. Specific areas within the Common Area of the Shopping Center to be used for motor vehicle parking purposes by employees of occupants of the Shopping Center may be designated from time to time by the unanimous written consent of the Owners. In the event employee parking areas are designated as provided herein, employees of any Owner, tenant or other occupant of any building in the Shopping Center shall use only those portions of the Common Area designated for such employee motor vehicle parking purposes. The authority herein granted shall

against any Owner or commercial establishment in the Shopping Center.

**VII. SIGNS.**

Each Owner shall have the right to locate and maintain such signs on the interior of buildings located on its parcel as it desires, so long as any such signs are not large, flashing and highly illuminated signs located on store front windows.

Each Owner shall have the right to locate and maintain such signs on the exterior of the building located on its parcel as are in accordance with (i), (ii), and (iii), below:

(i) such sign does not protrude above the building facade, or protrude greater than, two (2) feet from the exterior walls of the building;

(ii) such sign is not constructed of exposed, protruding neon-tubing nor utilizes flashing lights;

(iii) the above paragraph notwithstanding the Owner of Parcel One cannot change the sign envelopes shown on Exhibit "C" in size by more than ten (10) per cent or in number or location without written approval of the Owner of Parcel Two which approval shall not be unreasonably withheld.

The replacement, attachment, or alteration of any such exterior signs permissible under this Declaration shall not require any approval of any other Owner if the change is to name, trademark, tradename, "logos", lettering style or color. In no event shall signs be located on the roofs of any buildings in the Shopping Center without the prior written consent of all Owners.



The Parties hereby acknowledge and approve the signage envelopes and the location of the same as set forth on Exhibit "C" attached hereto and incorporated herein for the Building to be located on Building Area "A" as designated on the Plot Plan and further agree that such signage in such sizes on such building shall have a priority over and above all other signage on any other buildings within the Shopping Center for purposes of any governmental approval or permitting.

The Declarants agree that there shall be four (4) locations within the Shopping Center where the Owner of Parcel Two shall be allowed to construct free standing monument signs. Those locations are designated on the Plot Plan as "Monument Sign One," "Monument Sign Two", "Monument Sign Three" and "Monument Sign Four" and are and shall be the only locations within the Shopping Center where monument signs may be constructed. Monument Sign One and Monument Sign Four shall be dedicated to food service tenants of the Building Area designated L on the Plot Plan, and Monument Sign Three shall be dedicated to the tenants in Buildings J, K and M and the Owner of Parcel One shall not have the right to have its name or the name of its designee appear on such monument signs nor shall it be responsible, liable for costs, expenses or in any other manner liable for the construction, operation or maintenance of Monument Sign One, Monument Sign Three, or Monument Sign Four.

The Owner of Parcel Two shall construct a monument sign at the Monument Sign Two location according to such design and plans and specifications approved by the Owners of Parcel One and Parcel Two which monument sign shall bear the Shopping Center name. Prior to the construction of such monument sign,

its name or the name of its designee appear on such sign in a location agreeable to both such owners but not to exceed thirty percent (30%) of the total sign area on such monument sign; provided, in no event shall any tenant of the Shopping Center have equal or greater prominence on such sign with the designation of the Owner of Parcel One without the prior written approval of the Owner of Parcel One. In the event the Owner of Parcel One elects to have its name or the name of its designee so appear on Monument Sign Two it shall share in the cost of constructing and maintaining such sign in proportion to the percent of the sign occupied by its designation.

The Declarants further agree that Monument Sign Two shall take precedence over Monument Sign One, Three, and Four for purposes of governmental approval or permitting even to the extent applicable government regulations prohibit the existence, or reduce the size of, Monument Sign One, Monument Sign Three or Monument Sign Four in order to or as a condition of obtaining authorization for the construction of Monument Sign Two and provided further that the Owner of Parcel Two agrees that Monument Sign Two shall be constructed before the construction of either Monument Sign One, Monument Sign Two, or Monument Sign Three.

#### VIII. INDEMNIFICATION.

A. Indemnification of Owners. Each Owner agrees to indemnify, hold harmless and defend all other Owners from all claims, actions, liabilities, damages, expenses and judgments including but not limited to attorney fees, reasonable investigative and discovery costs, court costs and all other sums on account of any injury to persons, loss of life or damage to property occurring on any parcel owned by each such

arising from or connected with the use, non-use, condition or occupation of such parcel, parcels, streets or sidewalks, which are not caused, in whole or in part, by the active or passive negligence of the Owner (or its agents or employees) claiming such indemnification.

B. Waiver of Certain Rights. Each Owner hereby waives any rights it may have against another Owner on account of any loss or damage occasioned to each Owner, as the case may be, their respective parcels (including buildings and contents of buildings thereon) or to other portions of the Shopping Center, arising from any risk generally covered by fire and extended coverage insurance whether or not such an insurance policy is maintained or there are insurance proceeds sufficient to cover the loss. Each Owner hereby waives any right of subrogation that it may have against the other in connection with any risk or claim covered by such fire and extended coverage insurance and shall procure from its insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation which the insurers might otherwise have under such policies.

**IX. LIABILITY INSURANCE.**

A. General Coverage and Limits. Each Owner agrees to maintain or cause to be maintained liability insurance against claims for bodily injury, death or property damage occurring on, in or about its parcel (including within the buildings thereon) and the streets and sidewalks adjacent to its parcel, with a "Combined Single Limit" (covering bodily injury liability and property damage) of not less than One



form of blanket liability coverage applicable to the Owner's parcel and other property owned or occupied by the Owner or the party carrying such insurance coverage. So long as any Owner or party carrying such insurance coverage (or the responsible parent, subsidiary or affiliated companies of such Owner or party) shall have a net worth of more than Fifty Million Dollars (\$50,000,000), such Owner or party may insure, in whole or in part, under any plan of self-insurance which such Owner or party (or the parent, subsidiary or affiliated companies of such Owner or party) may, from time to time, have in force and effect. Such Owner or party shall, upon request, provide the other Owners with evidence of such coverage and a description of any plan of self-insurance being used.

Each such policy of liability insurance shall not be subject to any deductible unless first approved in writing by the Owner of Parcel One.

Each such insuring Owner, upon written request from any other Owner, shall name or cause to be named such other Owner as an additional insured under such policy of liability insurance with regard to all occurrences required to be insured against hereunder except those occurrences which are caused, in whole or in part, by the active or passive negligence of such additional insured or its agents or employees. Such insuring Owner shall cause to be delivered to such requesting Owner a certificate of insurance showing it as an additional insured.

B. Coverage and Limits During Construction. During the period of construction of a building on any of the Building Areas or the performance of any offsite or onsite work in or about the Common Area, the Owner so constructing or performing agrees that it will maintain or cause to be maintained, at its

expense, insurance covering such construction taking place which will insure against liability for injury to and/or death of and/or damage to property of any person or persons with a "Combined Single Limit" (covering bodily injury liability and property damage) with policy limits of not less than Five Million Dollars (\$5,000,000). Such insurance may be in the form of blanket liability coverage applicable to the Owner's parcel and other property owned or occupied by the Owner or the party carrying such insurance coverage. So long as any Owner or party carrying such insurance coverage (or the responsible parent, subsidiary or affiliated companies of such Owner or party) has a net worth of more than Fifty Million Dollars (\$50,000,000), such Owner or party may insure in whole or in part under any plan of self-insurance which such Owner or party (or the parent, subsidiary or affiliated companies of such Owner or party) may, from time to time, have in force or effect. Such Owner or party using such a self-insurance plan shall, upon demand, provide the other Owners with sufficient evidence of such coverage and a description of any such plan of self-insurance.

C. Increase of Limits. The Owner of Parcel One, in its reasonable discretion, may increase the minimum limits of any insurance coverage required under this Article. Any increase in the minimum limits of any insurance coverage shall apply to all Owners, and shall become effective hereunder within thirty (30) days after an Owner's receipt of such written notice. Within thirty (30) days after the effective date of such increase in coverage, the Owners shall deliver or cause to be delivered to each other evidence that the limits of

have been increased in accordance therewith and that such insurance is in full force and effect.

D. Performance of Indemnity Agreements. All policies of insurance required under this Article shall insure the performance of the Owner insured thereunder of the indemnity agreements contained in Article VIII and shall contain a provision that the insurance company will give all Owners twenty (20) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each Owner shall deliver to each other a statement from the applicable insurer that such insurance insures the performance by the Owner insured of the indemnity agreements to limits not less than those specified in this Article. Each Owner shall promptly notify another Owner of any asserted claim with respect to which such Owner is or may be indemnified against hereunder and shall deliver to such Owner copies of process and pleadings.

X. DAMAGE OR DESTRUCTION.

In the event any building in the Shopping Center is damaged or destroyed by fire or other casualty or any other cause whatsoever, the Owner of the parcel upon which such building is located may, in its discretion, tear down or rebuild the damaged building. However, if an Owner determines to tear down a damaged building, such Owner shall either rebuild on the same location or leave and maintain the parcel of land on which the building was located in a smooth, level condition, free and clear of all refuse and sealed against dust. In the event that the Common Area of the Shopping Center or any portion thereof shall be damaged or destroyed by fire or



Common Area so damaged or destroyed shall forthwith proceed with due diligence to restore such Common Area to a condition to permit free and safe vehicular and pedestrian access and circulation and vehicular parking (in the manner required by this Agreement) in the Shopping Center from and to all adjacent streets. No Owner shall be required to expend sums in performance of this Article beyond the available insurance proceeds, excepting, however, that in all cases the parcel must be placed in a clean, smooth, level condition free and clear of all refuse and sealed against dust and the Common Area shall be restored as required herein.

#### XI. TAXES.

Each Owner and its respective successors and assigns shall pay direct to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the property owned or leased by such Owner, including the portion of the Common Area owned or leased by such Owner. If any Owner is contesting by judicial or administrative proceedings the validity of any such tax or assessment, the Owner will nonetheless pay the tax and at its election designate such payment as being made under protest.

In the event any Owner fails at any time to pay before delinquency its taxes or assessments on any portion of the Shopping Center of which such Owner owns an interest, and which may become a lien on any of the Common Area, then any other Owner upon ten (10) days prior written notice to the non-paying Owner may pay such taxes and/or assessment together with interest, penalties, and cost, and in any such event the Owner obligated to pay such taxes and/or assessment shall promptly

assessments, interest, penalties, and other charges and until such reimbursement has been made, the amount thereof shall constitute a lien and charge on the property hereinabove described of the defaulting Owner.

XII. GENERAL PROVISIONS.

A. Covenants Run With The Land. Each easement, restriction and covenant over each parcel or parcels in the Shopping Center shall be appurtenant to and for the benefit of each other parcel in the Shopping Center and each part thereof. Each covenant, restriction and undertaking as to each parcel in the Shopping Center shall be a burden thereon for the benefit of each other parcel and each part thereof, and shall run with the land.

B. Inurement. This instrument and the easements, covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon each Owner and its successors and assigns; provided, however, that if any Owner conveys any portion or all of its interest in any parcel owned by it, such Owner shall thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the property conveyed by it if the buyer assumes in writing all of such obligations, and provided further, that no such sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

C. Duration. Except as otherwise provided herein, this Agreement shall remain in full force and effect for a term of the greater of fifty-three (53) years from the date hereof or the years the Master Lease, including option terms, is in

D. Injunctive Relief. In the event of any violation or threatened violation of any provision in this Declaration by any Owner, lessee, or occupant of any portion of the Shopping Center, any or all of the Owners shall have the right, in addition to the other remedies herein provided, to enjoin such violation or threatened violation. Notwithstanding the foregoing, tenants in the Shopping Center, other than any American Affiliate, shall not have the foregoing rights but shall rather be limited to their rights granted by law and by their respective leases.

E. Right to Cure. Should any Owner of any parcel or a portion thereof fail to timely perform any of its obligations hereunder and thereafter fail to perform such obligation within fifteen (15) days of its receipt of any other Owner's written demand therefor, the Owner giving such notice shall, in addition to any other remedy provided at law or in this Declaration, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Owner and the defaulting Owner shall reimburse the curing Owner for the cost of performing such work within ten (10) days after receipt of billing therefor and proof of payment thereof. In the event the defaulting Owner does not reimburse the curing Owner within such ten (10) day period, the curing Owner shall have (a) the right to exercise any and all rights which such curing Owner might have at law to collect the same, and (b) have a lien on the property owned by the defaulting Owner to the extent of the amount paid by the curing Owner but not reimbursed by the defaulting Owner, which amount shall bear interest at the prime rate of interest charged by <sup>CHASE</sup> ~~CITIBANK~~ (Citibank, N.A.) or the highest



paid. Such lien may be filed for record by the curing Owner as a claim against the defaulting Owner, in the form required by law, in the Office of the County Recorder of Bernalillo County, State of New Mexico, signed and certified, which lien shall contain at least the following information:

- (i) The name of the lien claimant;
- (ii) The name of the defaulting Owner, a description of the work performed on behalf of such Owner and a statement itemizing the cost thereof;
- (iii) A description of the property being liened.

The lien so claimed shall attach from the date of recordation in the amount claimed by the Owner curing the default and it may be enforced and foreclosed in any manner allowed by law, including but not limited to suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the State of New Mexico. Such lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien.

### XIII. MODIFICATION.

This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the Owners of the parcels containing seventy-five percent (75%) of the total square footage of buildings then constructed in the Shopping Center at the time of such modification or rescission, and then only by written instrument duly executed and acknowledged by each Owner. Any agreement

to extend or materially change the term of this Agreement must be approved by the Master Lessor (so long as the Master Lease is in effect) which approval will not be unreasonably withheld.

XIV. NOT A PUBLIC DEDICATION.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public purposes whatsoever, it being the intention of the Declarants that this Agreement shall be strictly limited to and for the purposes herein expressed.

XV. BREACH SHALL NOT PERMIT TERMINATION.

No breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner, any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement.

XVI. EMINENT DOMAIN.

A. Owner's Right to Award. Nothing herein shall be construed to give an Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting any other Owner's parcel or giving the public or any government any rights in the parcels. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Area located within the Shopping Center, the award attributable to the land and improvements of such portion of the Common Area shall be payable only to its Owner, and no claim thereon shall be made by any other Owner.

B. Collateral Claims. All other Owners or persons having an interest in the Common Area so condemned may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken.

C. Tenant's Claim. Nothing in this Article shall prevent a tenant of the Shopping Center from making a claim against an Owner pursuant to the provisions of any lease between the tenant and Owner for all or a portion of any such award or payment.

D. Restoration of Common Area. The Owner of each portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area so owned as near as practicable to its condition immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Owner; provided, however, that the Common Area shall be restored to a condition which permits the uses thereof which are contemplated herein to be undertaken.

E. Restoration of Building Area. In the event any building located in the Shopping Center is partially condemned, the remaining portion of the building, if it is not restored, shall be demolished by the Owner of the parcel on which it is located and such Owner shall remove all debris resulting therefrom, thereafter maintain such parcel in a smooth surface free and clear of all refuse and



sealed against dust and shall restore the Common Areas surrounding such building to the condition required by this Declaration.

**XVII. NON-MERGER.**

So long as any American Affiliate has any interest in any parcel referred to herein, this Declaration shall not be subject to the doctrine of merger, even though the underlying fee ownership to the parcels described herein, or any parts thereof, is vested in one party or entity.

**XVIII. ATTORNEYS' FEES.**

In the event that legal proceedings are brought or commenced to enforce any of the terms of this Declaration against any Owner or other party with an interest in the Shopping Center, the successful party in such action shall then be entitled to receive and shall receive from the defaulting Owner or party a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

**XIX. NOTICES.**

Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, postage prepaid, or by another commercially recognized means of delivery, addressed as follows:

**ASPI:**

P. O. Box 27447  
Salt Lake City, Utah 84127  
Attn: Real Estate Department

**DEVELOPER:**

John Black  
Jemez Professional Building  
3615 Rio Rancho Boulevard  
Suite 203-B  
Albuquerque, New Mexico 87048

IN WITNESS WHEREOF, this Agreement has been executed  
as of the date first above written.

AMERICAN STORES PROPERTIES, INC.,  
a Delaware corporation

By Frederick P. McBrier  
Frederick P. McBrier  
Senior Vice-President

ATTEST:

Richard A. Duval  
Secretary

Approved as to form  
"ASPI" Isart, Wells, McDevitt &  
McDonough

ALAMEDA WEST LTD,  
a New Mexico Limited Partnership

By John Black  
John Black, General Partner  
of Coors Road Joint Venture  
General Partner of Alameda West  
Ltd

STATE OF UTAH )  
: ss. :  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me  
this 23<sup>rd</sup> day of August, 1983, by Frederick P. McBrier, Senior  
Vice-President of American Stores Properties, Inc., a Delaware  
corporation, on behalf of said corporation.

Lisa A. McHenry  
NOTARY PUBLIC  
Residing at: Midvale, Utah

My Commission Expires:

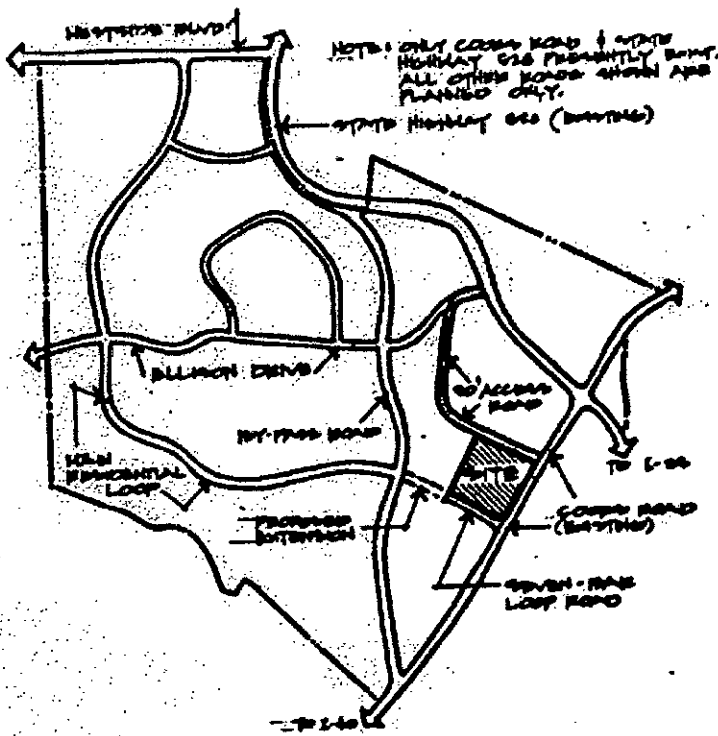
January 31, 1987





TO ACCESS ROAD  
TO STATE HIGHWAY 998  
(RD. MANCHO BLVD)

558



NOTE: ONLY CORNER ROAD & ACCESS ROADWAY ARE PRESENTLY BUILT. ALL OTHER ROADS SHOWN ARE PLANNED ONLY.

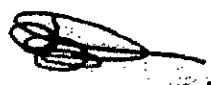
**ALAMEDA WEST SHOPPING CENTER  
SITE LOCATION MAP**  
NO SCALE

**PROJECT INFORMATION**

| TOTAL GROSS GYS               | 21,412,000 |
|-------------------------------|------------|
| RETAILER AREA                 | 80,000     |
| A                             | 9,700      |
| B                             | 15,000     |
| C                             | 15,707     |
| D                             | 9,100      |
| E                             | 5,000      |
| F                             | 40,000     |
| G                             | 12,700     |
| H                             | 6,000      |
| I                             | 5,900      |
| J                             | 6,600      |
| K                             | 12,000     |
| L                             | 10,000     |
| M                             | 210,200    |
| TOTAL RETAILER ALLOCABLE      | 600        |
| TOTAL PARKING SPACES PROVIDED | 600        |

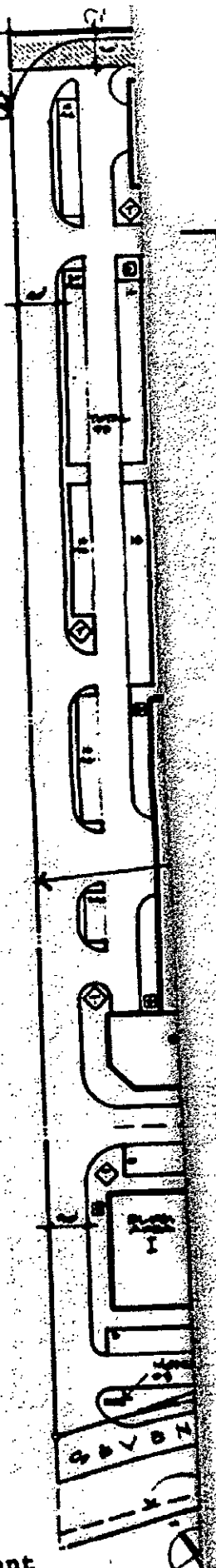
NOTE: CROSS-HATCHED AREA ALONG BAYVIEW'S PROPERTY LINE OF THE SHOPPING CENTER INDICATES SERVICE DRIVE AREA.

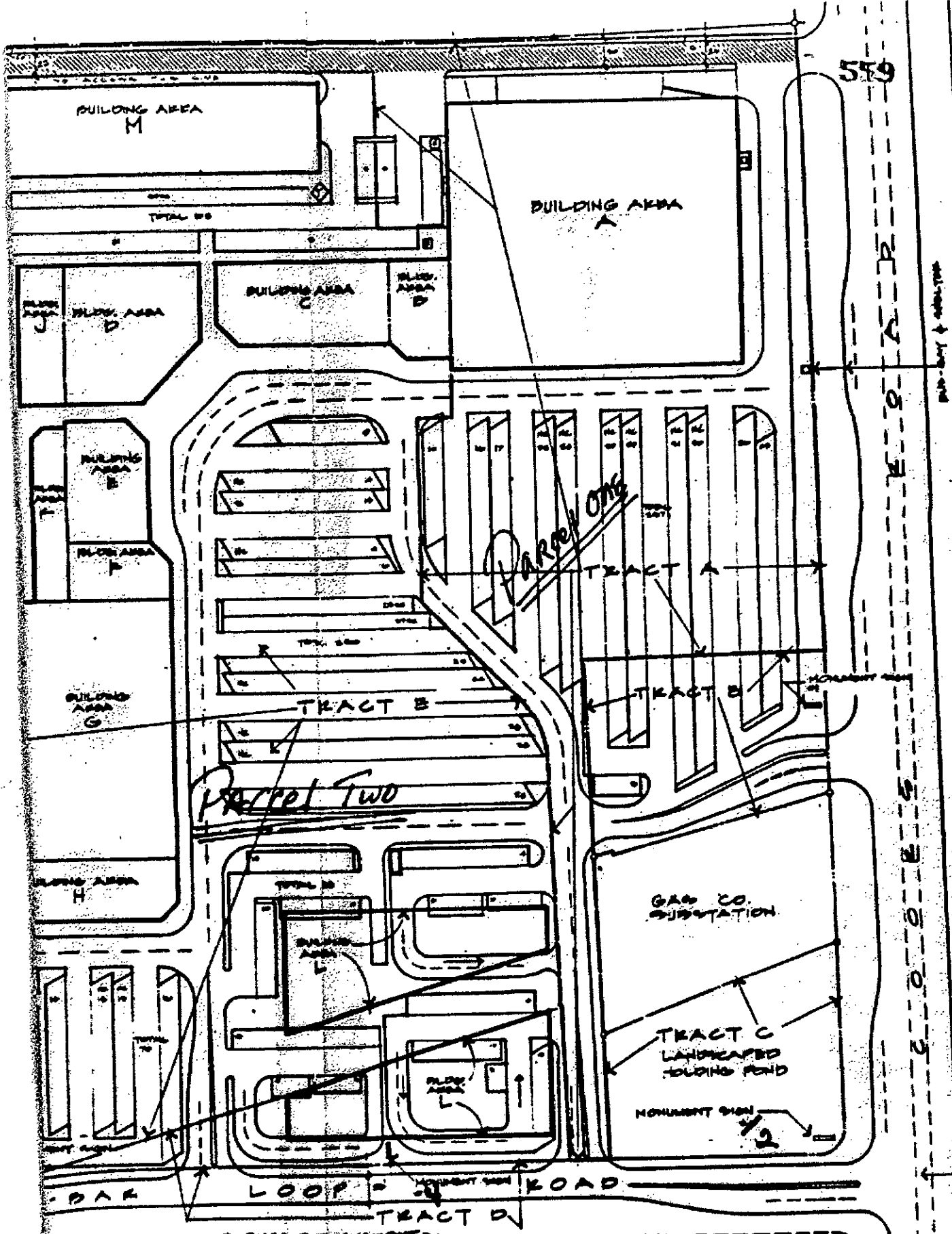
**DAVIDSON AND ASSOCIATES**  
ENGINEERS AND PLANNERS  
1000 UNIVERSITY AVENUE, SUITE 100  
BERKELEY, CALIFORNIA 94702



*JFB*

**Exhibit A**  
**To Declaration of Restrictions and Grant of Easements**





**ALAMEDA WEST SHOPPING CENTER**  
**PLOT PLAN**

WILLIAMSBURG DISTRICT ENGINEER INTERSECTION  
 CURVES APPROVED AND RECORDED INTERSECTION



# HUGG SURVEYING COMPANY

1701 Grande S.E.  
Rio Rancho, New Mexico 87124  
Phone: (505) 892-8800

Garry P. Hugg, L.S.  
Registered - New Mexico  
Colorado - Nevada - Washington  
Arizona - Oklahoma - Montana

## LEGAL DESCRIPTION - 6.0979 ACRE PARCEL ALAMEDA WEST ALPHA BETA

That certain parcel of land situate within the Town of Alameda Grant in projected Section 8, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, comprising the major westerly portion of Lots 5, 6 and 7, Questa Del Rio, as the same is shown and designated on the plat entitled "QUESTA DEL RIO SUBDIVISION, A SUBDIVISION WITHIN THE TOWN OF ALAMEDA GRANT, BERNALILLO COUNTY, NEW MEXICO", recorded in the office of the County Clerk of Bernalillo County, New Mexico, on March 8, 1950, and a portion of said projected Section 8 lying westerly of said Questa Del Rio Subdivision, more particularly described as follows:

**BEGINNING** at the Northeast corner of the parcel herein described, a point on the Westerly right of way line of New Mexico State Highway No. 448, whence (1) the intersection of the Northerly line of said Lot 5, Questa Del Rio Subdivision with said Westerly right of way line of New Mexico State Highway No. 448 bears N 32° 55' 39" E, 1.00 feet distant, (2) the Northwest corner of projected Section 6, Township 11 North, Range 3 East (an existing 1-1/2" iron pipe in place) bears N 50° 19' 00" W, 9762.01 feet distant, and (3) New Mexico State Highway Commission Monument "NM-448-N12" bears N 37° 51' 31" E, 444.86 feet distant; Thence,

S 32° 55' 39" W, 599.12 feet along said Westerly right of way line to an intersection with the Southerly line of said Lot 7; Thence,

N 57° 23' 07" W, 232.05 feet along the Southerly line of said Lot 7 to the Southwest corner of said Lot 7; Thence,

S 32° 38' 57" W, 188.18 feet along the Westerly line of said Questa Del Rio Subdivision to a point; Thence,

S 32° 37' 56" W, 242.79 feet along said Westerly line of Questa Del Rio Subdivision to the Northwest corner of Lot 10 of said Questa Del Rio Subdivision; Thence,

S 32° 49' 55" W, 52.38 feet along said Westerly line of Questa Del Rio Subdivision to the Southeast corner of the parcel herein described; Thence,

N 55° 40' 15" W, 39.76 feet to the Southwest corner of the parcel herein described; Thence,

EXHIBIT B 



561



# HUGG SURVEYING COMPANY

1701 Grande S.E.  
Rio Rancho, New Mexico 87124  
Phone: (505) 892-8800

Garry P. Hugg, L.S.  
Registered - New Mexico  
Colorado - Nevada - Washington  
Arizona - Oklahoma - Montana

N 32° 39' 17" E, 384.79 feet to a point of curvature; Thence,  
Northeasterly, 64.03 feet on the arc of a curve to the left (said  
curve having a radius of 85.00 feet and a chord  
which bears N 10° 54' 37" E, 62.53 feet) to a point  
of tangency; Thence,

N 10° 40' 15" W, 142.57 feet to a point; Thence,

N 34° 19' 45" E, 175.21 feet to a point; Thence,

S 55° 40' 15" E, 35.00 feet to a point; Thence,

N 34° 19' 45" E, 182.00 feet to a point; Thence,

N 55° 40' 15" W, 70.00 feet to a point; Thence,

N 34° 19' 45" E, 152.00 feet to a point; Thence,

N 55° 40' 15" W, 465.00 feet to a point; Thence,

N 34° 19' 45" E, 30.00 feet to the Northwest corner of the parcel  
herein described; Thence,

S 55° 40' 15" E, 645.01 feet to a point on the Westerly line of said  
Lot 5, Questa Del Rio Subdivision, whence the North-  
west corner of said Lot 5 bears N 32° 38' 59" E,  
1.00 feet distant; Thence,

S 57° 22' 46" E, 234.98 feet to the Northeast corner and point of  
beginning of the parcel herein described.

Said parcel contains 6.0979 acres, more or less.

June 23, 1983



EXHIBIT B<sup>1</sup> (p. 2)

**HUGG SURVEYING COMPANY**

1701 Grande S.E.  
Rio Rancho, New Mexico 87124  
Phone: (505) 892-9800

Garry P. Hugg, L.S.  
Registered - New Mexico  
Colorado - Nevada - Washington  
Arizona - Oklahoma - Montana

LEGAL DESCRIPTION - 0.9107 ACRE PARCEL TRACT D ALAMEDA WEST

That certain parcel of land situate within the Town of Alameda Grant in projected Section 8, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, more particularly described as follows:

BEGINNING at the Northeast corner of the parcel herein described, whence (1) the Northwest corner of projected Section 6, Township 11 North, Range 3 East (an existing 1-1/2" iron pipe in place) bears N 44° 37' 14" W, 9650.99 feet distant, and (2) New Mexico State Highway Commission Monument "NM-448-N12" bears N 45° 33' 57" E, 1409.97 feet distant; Thence,

S 32° 39' 17" E, 150.17 feet to the Southeast corner of the parcel herein described; Thence,

N 55° 40' 15" W, 417.48 feet to a point of curvature; Thence,

Northwesterly, 207.25 feet on the arc of a curve to the left (said curve having a radius of 734.00 feet and a chord which bears N 63° 45' 37" W, 206.56 feet) to the most Westerly corner of the parcel herein described; Thence,

S 71° 50' 57" E, 643.07 feet to the Northeast corner and point of beginning of the parcel herein described.

Said parcel contains 0.9107 acre, more or less.

August 8, 1983

TOGETHER WITH;

LEGAL DESCRIPTION - 0.8642 ACRE PARCEL ALAMEDA WESTLOT 9 AND NORTHERLY PORTION OF LOT 10 NORTH OF SEVEN-BAR LOOP ROAD

That certain parcel of land situate within the Town of Alameda Grant in projected Section 8, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, comprising the major Westerly portion of Lot 9 and the Northwesterly portion of Lot 10, Questa Del Rio, as the same is shown and designated on the plat entitled "QUESTA DEL RIO SUBDIVISION, A SUBDIVISION WITHIN THE TOWN OF ALAMEDA GRANT, BERNALILLO COUNTY, NEW MEXICO", recorded in the office of the County Clerk of Bernalillo County, New Mexico, on March 8, 1950, more particularly described as follows:

EXHIBIT B<sup>2</sup> (p. 1 of 4)

BEGINNING at the Northwest corner of said Lot 9 whence, (1) the Northwest corner of projected Section 6, Township 11 North, Range 3 East (an existing 1-1/2" iron pipe in place) bears N 44° 29' 52" W, 9696.59 feet distant, and (2) New Mexico State Highway Commission Monument "NM-448-N12" bears N 43° 44' 18" E, 1431.34 feet distant; Thence,

S 76° 26' 12" E, 244.04 feet along the Northerly line of said Lot 9 to the Northeast corner of the parcel herein described, the intersection of said Northerly line of Lot 9 with the Westerly right of way line of New Mexico State Highway No. 448; Thence,

S 32° 55' 39" W, 181.92 feet along said Westerly right of way line to a point of curvature; Thence,

Southwesterly, 39.88 feet on the arc of a curve to the right (said curve having a radius of 25.00 feet and a chord which bears S 78° 37' 41" W, 35.79 feet) to a point of tangency; Thence,

N 55° 40' 15" W, 204.24 feet to the Southwest corner of the parcel herein described, a point on the Westerly line of said Lot 10, Questa Del Rio Subdivision; Thence,

N 32° 49' 55" E, 52.38 feet along said Westerly line of Lot 10 to the Northwest corner of said Lot 10; Thence,

N 32° 37' 56" E, 68.63 feet along the Westerly line of said Lot 9 to the Northwest corner and point of beginning of the parcel herein described.

Said parcel contains 0.8642 acre, more or less.

June 23, 1983

TOGETHER WITH:

LEGAL DESCRIPTION - 0.879 ACRE PARCEL

That certain parcel of land situate within the Town of Alameda Grant in projected Section 8, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being and comprising the major portion of Lot Eight (8), Questa Del Rio Subdivision, as the same is shown and designated on the plat entitled "QUESTA DEL RIO SUBDIVISION, A SUBDIVISION WITHIN THE TOWN OF ALAMEDA GRANT, BERNALILLO COUNTY, NEW MEXICO", recorded in the office of the County Clerk of Bernalillo County, New Mexico, on March 8, 1950, more particularly described as follows:



BEGINNING at the Northwest corner of said Lot 8 and the Southwest corner of Lot 7 of said Questa Del Rio Subdivision (a 1" iron pipe found in place) and the point of beginning of the parcel herein described, whence (1) the Northwest corner of projected Section 6, Township 11 North, Range 3 East (an existing 1-1/2" iron pipe in place) bears N 46° 36' 06" W, 9622.43 feet distant, and (2) New Mexico State Highway Commission Monument "NM-448-N12" bears N 47° 26' 52" E, 1078.04 feet distant; Thence,

S 57° 23' 07" E, 232.05 feet along the line between said Lots 7 and 8 to the Northeast corner of the parcel herein described, a point on the Northwesterly right of way line of New Mexico State Highway No. 448 (North Coors Road); Thence,

S 32° 55' 39" W, 138.23 feet along said Northwesterly right of way line to the Southeast corner of the parcel herein described, and the Northeast corner of the Gas Company of New Mexico Substation Site; Thence Northwesterly along the Northerly line of said Substation Site on the following three courses,

N 70° 44' 37" W, 217.85 feet to a point; Thence,

N 32° 38' 57" E, 5.00 feet to a point; Thence,

N 70° 44' 37" W, 20.00 feet to the Northwest corner of said Substation Site and the Southwest corner of the parcel herein described, a point on the Westerly line of said Lot 8; Thence,

N 32° 38' 57" E, 188.18 feet along said Westerly line of Lot 8 to the Northwest corner and point of beginning of the parcel herein described.

Said parcel contains 0.879 acre, more or less.

October 7, 1982

TOGETHER WITH:

LEGAL DESCRIPTION - 12.6757 ACRE PARCEL TRACT E ALAMEDA WEST

That certain parcel of land situate within the Town of Alameda Grant in projected Section 8, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, more particularly described as follows:

EXHIBIT B<sup>2</sup> (p. 3 of 4)

BEGINNING at the Southeast corner of the parcel herein described, whence (1) the Northwest corner of projected Section 6, Township 11 North, Range 3 East (an existing 1-1/2" iron pipe in place) bears  $N 44^{\circ} 37' 14''$  W, 9650.99 feet distant, and (2) New Mexico State Highway Commission Monument "NM-448-N12" bears  $N 45^{\circ} 33' 57''$  E, 1409.97 feet distant; Thence,

$N 71^{\circ} 50' 57''$  W, 658.60 feet to the Southwest corner of the parcel herein described; Thence,

$N 34^{\circ} 19' 45''$  E, 1085.42 feet to the Northwest corner of the parcel herein described; Thence,

$S 55^{\circ} 40' 15''$  E, 465.00 feet to the Northeast corner of the parcel herein described; Thence,

$S 34^{\circ} 19' 45''$  W, 152.00 feet to a point; Thence,

$S 55^{\circ} 40' 15''$  E, 70.00 feet to a point; Thence,

$S 34^{\circ} 19' 45''$  W, 182.00 feet to a point; Thence,

$N 55^{\circ} 40' 15''$  W, 35.00 feet to a point; Thence,

$S 34^{\circ} 19' 45''$  W, 175.21 feet to a point; Thence,

$S 10^{\circ} 40' 15''$  E, 142.57 feet to a point of curvature; Thence,

Southwesterly, 64.03 feet on the arc of a curve to the right (said curve having a radius of 85.00 feet and a chord which bears  $S 10^{\circ} 54' 37''$  W, 62.53 feet) to a point of tangency; Thence,

$S 32^{\circ} 39' 17''$  W, 234.62 feet to the Southeast corner and point of beginning of the parcel herein described.

Said parcel contains 12.6757 acres, more or less.

August 8, 1963



*[Handwritten signature]*



# HUGG SURVEYING COMPANY

566

1701 Grande S.E.  
Rio Rancho, New Mexico 87124  
Phone: (505) 892-8800

Garry P. Hugg, L.S.  
Registered - New Mexico  
Colorado - Nevada - Washington  
Arizona - Oklahoma - Montana

## LEGAL DESCRIPTION - 21.4275 ACRE PARCEL ALAMEDA WEST BOUNDARY

That certain parcel of land situate within the Town of Alameda Grant in projected Section 8, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, comprising the major westerly portion of Lots 5, 6, 7, 8, 9 and 10, Questa Del Rio, as the same are shown and designated on the plat entitled "QUESTA DEL RIO SUBDIVISION, A SUBDIVISION WITHIN THE TOWN OF ALAMEDA GRANT, BERNALILLO COUNTY, NEW MEXICO", recorded in the office of the County Clerk of Bernalillo County, New Mexico, on March 8, 1950, and a portion of said projected Section 8 lying Westerly of said Questa Del Rio Subdivision, more particularly described as follows:

BEGINNING at the Northeast corner of the parcel herein described, a point on the Westerly right of way line of New Mexico State Highway No. 448, whence (1) the intersection of the Northerly line of said Lot 5, Questa Del Rio Subdivision with said Westerly right of way line of New Mexico State Highway No. 448 bears N 32° 55' 39" E, 1.00 feet distant, (2) the Northwest corner of projected Section 6, Township 11 North, Range 3 East (an existing 1-1/2" iron pipe in place) bears N 50° 19' 00" W, 9762.01 feet distant, and (3) New Mexico State Highway Commission Monument "NM-448-N12" bears N 37° 51' 31" E, 444.86 feet distant; Thence,

S 32° 55' 39" W, 737.35 feet along said Westerly right of way line to a point; Thence,

N 70° 44' 37" W, 217.85 feet to a point; Thence,

N 32° 38' 57" E, 5.00 feet to a point; Thence,

N 70° 44' 37" W, 20.00 feet to a point on the Westerly line of said Lot 8; Thence,

S 32° 37' 56" W, 174.16 feet along the Westerly line of said Questa Del Rio Subdivision to the Northwest corner of said Lot 9; Thence,

S 76° 26' 12" E, 244.04 feet along the Northerly line of said Lot 9 to a point on said Westerly right of way line of New Mexico State Highway No. 448; Thence,

S 32° 55' 39" W, 181.92 feet along said Westerly right of way line to a point of curvature; Thence.

EXHIBIT B<sup>3</sup>





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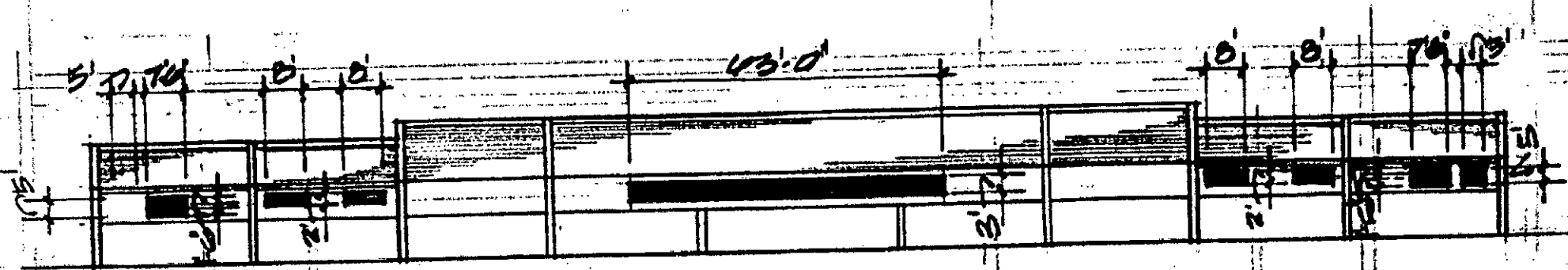
- Southwesterly, 39.88 feet on the arc of a curve to the right (said curve having a radius of 25.00 feet and a chord which bears S 78° 37' 41" W, 35.79 feet) to a point of tangency; Thence,
- N 55° 40' 15" W, 661.48 feet to a point of curvature; Thence,
- Northwesterly, 207.25 feet on the arc of a curve to the left (said curve having a radius of 734.00 feet and a chord which bears N 63° 45' 37" W, 206.56 feet) to a point of tangency; Thence,
- N 71° 50' 57" W, 15.53 feet to the Southwest corner of the parcel herein described; Thence,
- N 34° 19' 45" E, 1115.42 feet to the Northwest corner of the parcel herein described; Thence,
- S 55° 40' 15" E, 645.01 feet to a point on the Westerly line of said Lot 5, Questa Del Rio Subdivision, whence the Northwest corner of said Lot 5 bears N 32° 38' 59" E, 1.00 feet distant; Thence,
- S 57° 22' 46" E, 234.98 feet to the Northeast corner and point of beginning of the parcel herein described.
- Said parcel contains 21.4275 acres, more or less.

June 22, 1983

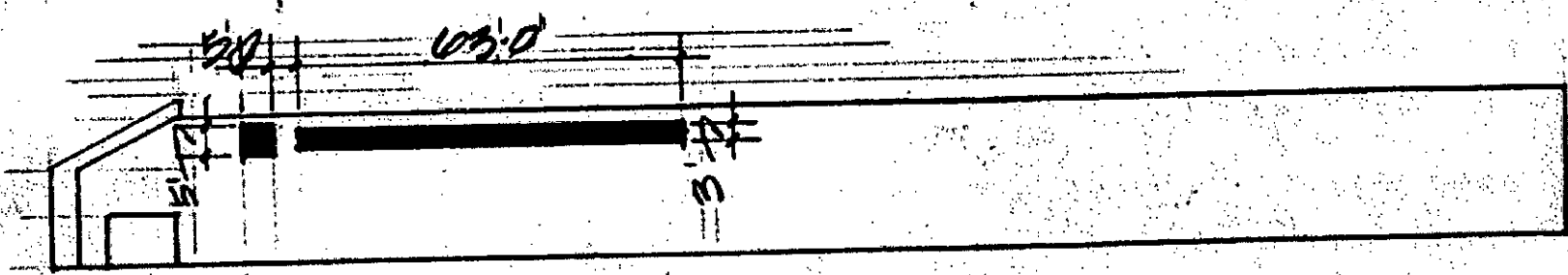


EXHIBIT B<sup>3</sup> (p. 2)


*[Handwritten signature]*



**FRONT ELEVATION**



**RIGHT SIDE ELEVATION**

—■— INDICATES SIGN AREA or ENVELOPE 

**AMERICAN STORES PROPERTIES INC.**  
 01 Anella Earhart Drive, Salt Lake City, Utah 84116  
 P. Box 80658, Salt Lake City, Utah 84130 Phone: 801-597-9000

**SKAGGS ALPHA BETA**  
 7 BAR LOOP ROAD COORS ROAD  
 ALBUQUERQUE, NEW MEXICO

Exhibit  
 "C"

