



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-2022-006497

Application No. SI-2022-00124

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: 3/9/22 HEARING DATE OF DEFERRAL: 2/9/22

SUBMITTAL

DESCRIPTION: Revised plan set, comment response memo, infrastructure list, and supporting documentation.


CONTACT NAME: Jackie Fishman, AICP and Michael Vos, AICP, Consensus Planning, Inc.

TELEPHONE: (505) 764-9801 EMAIL: fishman@consensusplanning.com

vos@consensusplanning.com



Memorandum

To: City of Albuquerque Development Review Board
From: Michael Vos, AICP, Consensus Planning, Inc. 
Date: March 4, 2022
Re: PR-2022-006497 Sunport Hotel DRB Comment Responses

This memo outlines the responses and changes made to the site plan for the proposed hotel at 1500 Sunport Place SE.

Code Enforcement

1. Property is Zoned NR-BP, and Hotel is a permissive use, as per IDO table 4-2-1, Allowable Uses.
2. This property is part of the Sunport Park Site Development Plan, Amended 7/8/99, which acts as a Master Plan for the included properties. See related case files Z-85-98-1 and DRB-97-257 for details. SDP Development Standards include but are not limited to Building Height, Setbacks, Lot dimensions, Landscaping, Signage, and various other items. Where the Sunport Park SDP is silent, the IDO NR-BP and other relevant IDO sections shall apply, as well as the DPM and other adopted city regulations.
 - *Understood. Z-85-98-1 was also amended for Blocks 4-A and 4-B, which includes the subject property, per DRB-96-131. We have reviewed these plans and believe the project complies with these standards along with the IDO and DPM requirements.*
3. Located Kirtland Air Force Base (KAFB) Military Influence Area and Airport Protection Overlay (APO).
4. As per IDO subsection 14-16-6-4(J) REFERRALS TO COMMENTING AGENCIES – All properties located in the Kirtland Air Force Base (KAFB) Military Influence Area and APO Zone shall refer the application for Site Plan-DRB to KAFB and the City Aviation Department for comment.
 - *We have sent copies of the proposed plans to the City Aviation Department and Kirtland Air Force Base for review and comment.*
5. Additional standards in IDO section 14-16-3-3(C), Airport Protection Overlay (APO) Zone, may apply, including but not limited to the Air Space Protection and Noise Contour Sub-Areas.
 - *We have reviewed these standards and believe the site plan complies. As listed in the general notes, the project will include the required noise reduction and airport hazard insurance required per the Overlay zone requirements.*
6. Please add notes regarding justification of building height as per the Sunport Park SDP.
 - *The Sunport Park SDP states that height shall be as specified in the plan and per the IP zone, which was converted to NR-BP. It is important to note that the subject site is in an area of the plan subject to an amendment (DRB-96-131) that appears to have removed it*

to a separate plan that does not include the same height limitations as the original Sunport Park SDP. The proposed building complies with the maximum height of the NR-BP (formerly IP) zone district. This is consistent with the other surrounding hotels, which range between 4 and 6 stories tall (we are proposing a 5-story hotel) and have a combination of pitched and flat roofs.

7. Access and Connectivity – On-Site Pedestrian Connections: IDO 14-16-5-3(D)(3)(b)(4) and Table 5-3-1 requires that “walkways shall be installed on any street-facing façade with a pedestrian entrance of a building.” Table 5-3-1 requires buildings of this envelope size to have a minimum walkway width of 10 feet along this façade. Please modify the plan along Sunport Place to meet requirements or seek a Variance to required width. Other DPM standards may apply, as well.
 - *The Applicant has expanded the walkway from the public sidewalk to the main entrance, which is located on the east side of the building to 10 feet wide and changed the orientation of the walkway along the northern façade. The IDO defines a Primary Pedestrian Entrance as a publicly accessible entry to the building, which is not the case for the doorways in the center of the northern, street-facing façade, so this walkway was not expanded to 10 feet wide. We believe this condition meets the IDO requirements for minimum walkway width without the need for a waiver due to these conditions.*
8. Provide copy of Shared Parking Agreement with Homewood Suite, and related Shared Access Easements/Agreement, if applicable, as per IDO section 14-16-5-5(C)(5)(b). Please note required parking/parking available for Homewood Suites to justify this is not creating a parking use conflict.
 - *There are 90 guest rooms in the Homewood Suites, and the site has excess off-street parking provided on site, as well as several on-street parking spaces on both Sunport Place and Woodward Road. A shared access and parking agreement is attached to the supplemental submittal noting the allowance for up to 23 shared parking spaces.*
9. Provide copy of ROW lease agreement with City of Albuquerque to allow location for Offsite parking, as per IDO section 14-16-5-5(C)(6)(e).
 - *The Applicant has requested a vacation of public right-of-way for this portion of Sunport Boulevard, which is being heard concurrently with this site plan request. If vacated, the right-of-way will be purchased and incorporated into a plat such that the parking will be considered regular off-street parking for the project.*
10. Walls/fences, including retaining walls and screen wall on plans, must meet all requirements of IDO section 5-7 and obtain separate permit(s) as needed for wall(s) prior to construction.
 - *Understood. Any new walls will be permitted and comply with the referenced section.*
11. Signage must meet all Sunport Park Site Development Plan Standards, per IDO section 14-16-2-5(B)(3)(c)(3), or IDO section 5-12, Signs, N-C zone, where the SDP is silent. Deviations from the SDP standards may require an Administrative Amendment.
 - *The SDP allows up to 75 square feet and 26 feet tall. The Sunport Boulevard Small Area is consistent with this size and a lower height, which the proposed freestanding sign complies with. Wall signs are well within the allowed percentages between the Small Area, SDP, and NR-C zone.*

12. Monument Sign – clarify proposed square footage of signage area – appears larger than noted. Also mark distance from property line to monument sign.
 - *Sign calculations have been updated and a dimension has been added to the site plan.*
13. Wall Signs – show size of sign area and percentage of façade for each proposed wall signage location.
 - Dimensions and sizes have been added for the wall sign locations.

Transportation Development

1. At the west accessway, a minimum 15-foot curb radius is required for turning movement around the 90-degree bend, depending on design vehicle; also label the accessway width at this location. Likewise, utilize DPM requirements for the minimum curb radius at the northern entrance.
 - *Curb radii have been adjusted and dimensioned throughout the site.*
2. Utilize minimum throat length for vehicles exiting onto the road to the north.
 - *The throat length has been extended. As the project continues to be refined and parking is finalized with the vacation request, off-site spaces, etc. additional parking may be added back in this location. It is important to note that the DPM throat length requirements are for collector and arterial streets while Sunport Place is a local street. The Applicant will balance these factors when finalizing the design.*
3. Implement clear sight triangles using intersection sight distance at each of the drives. Show these on both the site plan and landscaping plan.
 - *Clear sight triangles have been added.*
4. Provide curb to separate the maintenance road from the sidewalk along Sunport Blvd. Label existing roadway features on Sunport Blvd. existing sidewalk width, and maintenance road. Also, indicate all right-of-way and any easement limits.
 - *Curbing and additional dimensions have been added to clarify these limits.*
5. Provide a shared access agreement and parking agreement with adjacent properties.
 - *Agreement for shared access and parking is attached to this supplemental submittal.*
6. Is there sufficient parking for the adjacent lot since sharing with that lot? Also, provide the parking calculations for that lot for verification.
 - *See response to Code Enforcement comment #8.*
7. Provide Fire-One Plan with this submittal.
 - *The approved Fire 1 plan has been added to the plan set.*
8. Call out all signage (handicapped signage and motorcycle parking signage) and curb ramps on the site plan. Also, graphically show the curb ramps on the site plan. Use keyed notes to reference details on the detail sheet.
9. Behind the perpendicular curb ramp, call out a minimum 4-foot clear dimension in lieu of 3 feet on the detail sheet.

- *This dimension has been updated.*
10. Dimension overall bike rack location, following DPM requirements. Provide detail for spacing of bike racks.
 - *Additional dimensioning has been added.*
 11. New sidewalk along Sunport Place shall be placed onto an infrastructure list along with the new accessway.
 - *An infrastructure list has been generated by the Civil Engineer and is included in this supplemental submittal.*
 12. Provide one-way signage and “Do Not Enter” signage along with pavement arrows for the one-way drop-off aisle.
 13. Provide width of all sidewalk segments on-site.
 14. Provide a minimum 5-foot dimension for the keyway.
 15. Use standard details to call out all work within COA right-of-way.
 16. Provide all curb radii, following DPM requirements. Dimension all handicapped parking on the site plan.
 - *Additional dimensions, signage, and details have been added.*

Hydrology

1. Hydrology has received a Grading & Drainage Plan (M15D050) on 01/13/22. The project is in Hydrology’s que.
 - *Updated grading and drainage plans are included in this submittal and will be reviewed by Hydrology, as required.*

ABCWUA

1. Availability Statement #220107 has been requested and is in review. The statement will set the criteria for service. An executed statement must be obtained prior to approval.
 - *The Applicant is awaiting final issuance of this Availability Statement.*
1. This project is within the adopted service area.
2. Pro rata is not owed for this property.
3. Utility Plan:
 - a. The meter vault and hydrant need to be outside of the public sidewalk.
 - b. The meter vault requires a 35’x35’ easement, please show the extents of this easement centered on the vault.
 - c. There appears to be a 4-inch water main to this parcel. Please locate this main and show its disposition on the utility plan.
4. Infrastructure List:
 - a. The improvements required in the Availability Statement, if any, shall be incorporated into the infrastructure list.

5. Easements:

- a. Include all public water and/or sanitary sewer easements on the plat, including those that are adjacent to the subject property's boundaries. Surveyor shall field verify the location of existing public water and/or sanitary sewer infrastructure to determine if existing public water and/or sanitary sewer easements are sufficient. If the easement(s) does not exist, a new easement shall be granted. The width of the easement shall be the standard width, unless specified by the Water Authority.
- b. Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20' is required for a single utility and 25' for water and sewer both within the same easement. Easements for standard sized water meters need to be 5'x5' and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35'x35' easement is required. Actual easement widths may vary depending on the depth of the lines to be installed.

Planning

1. A landfill gas study report has been completed for the site. The Environmental Health Department will need to approve and sign off on the Site Plan prior to approval of the Site Plan.
 - *The Applicant will obtain the Environmental Health signature on the final plan set.*
2. In their submittal, the applicant asserted that they have a Shared Parking Agreement with the adjacent Homewood Suites, and a lease for parking with the City on a property adjacent to the subject property. Documentation for the Shared Parking Agreement and City lease must be provided.
 - *The shared parking agreement is attached, and the Applicant is continuing to coordinate with the City regarding use of the right-of-way and a potential vacation action to allow this parking on private property, which is now being heard concurrently with this site plan request.*
3. The subject property is located within the Airport Protection Overlay Zone. The requirements of the zone must be met per 3-3 of the IDO.
 - *The Site Plan complies with these requirements and relevant notes regarding noise reduction and hazard insurance are on the site plan.*
4. The project and application numbers need to be added to the Site Plan prior to distribution of the Site Plan to the DRB members for their e-signatures.
 - *These numbers have been added to the plan.*
5. The Climatic and Geographic Responsiveness form was filled out as required by IDO 5-2(D). The last page of that form outlines how to do the Sun/Shade Analysis. Plan sheets that shown that analysis was performed should be included in a resubmittal.
 - *The sun and shade analysis has been completed and is included in the plan set with this supplemental submittal.*
6. The application shows compliance with Building Design standards of IDO Section 5-11. The ground floor has a clear architectural distinction through the use of storefront glass and

doorways and stone finish along sections of the bottom floor. The North elevation is the street-facing façade on Sunport Place. The north façade has upper floor windows and ground floor windows that extend 45 feet of the 136-foot building length with no more than 40 feet separating a feature. The building length is greater than 120 feet and includes changes in materials and colors. The outdoor seating area and sun deck provided at the northwest corner of the building is also compliant with the IDO.

7. The note regarding 'turf' on the Landscape Plan needs to be updated to 'cool season grass species' based on the last IDO update. (See IDO 5-6(C)(4)(d) 'No more than 10 percent of required landscape areas shall be cool season grass species.' See IDO definitions for details on qualifying cool season grasses.)
 - *This note has been updated to reflect current language.*
8. These are preliminary Planning comments, and there could be additional and/or revised Planning comments on this application.
 - *Understood.*

Parks and Recreation

1. Sunport Blvd SE and its access roads may need street trees and buffering. Sunport Blvd is of a classification and this is a non-single-family use, therefore street trees are typically required per the Street Tree Ordinance. In addition, 5-6(F)(1)(i)2a may apply for a landscape buffer of 6-feet wide with at least 2 trees and 6 shrubs per 25 –ft of frontage.
 - *Regarding the 6-foot landscape buffer for parking lots, the purpose of the buffer and screening is to provide "screening of the headlights of parked vehicles." There are no parking spaces within the specified distance of the south property line that face toward the public right-of-way where such screening of their headlights is necessary. It is also important to note that Sunport Boulevard is elevated through this area and a larger portion of this site is located below grade on the south edge such that there is an existing wall that provides the requisite screening between the proposed parking and the roadway.*

SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

This SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this “*Amendment*”) is entered into to be effective as of this 31st day of July, 2018 (the “*Effective Date*”), by and among New Primetime Hospitality, LLC, a New Mexico limited liability company (“*Hilton Seller*”), New Marquee Hospitality, LLC, a New Mexico limited liability company (“*Homewood Seller*” and together with Hilton Seller, collectively, and each individually, as applicable, the “*Seller*”), and WLS Holdings, LLC, a Delaware limited liability company (the “*Buyer*”). Seller and Buyer are sometimes referred to herein individually as a “Party” and, collectively, as the “Parties.”

Recitals

This Amendment is made with respect to the following facts:

A. Seller and Buyer entered into that certain Agreement of Purchase and Sale dated as of June 19, 2018, as amended by that certain First Amendment to Agreement of Purchase and Sale dated July 17th, 2018 (as so amended, the “*Purchase Agreement*”), whereby Seller has agreed to sell to Buyer and Buyer has agreed to buy from Seller (i) that certain hotel commonly known as the Hilton Garden Inn located at 2601 Yale Blvd SE, Albuquerque, NM 87106, and (ii) that certain hotel commonly known as the Homewood Suites located at 1520 Sunport Place SE, Albuquerque, NM 87106, and certain related assets. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Seller and Buyer desire to amend the Purchase Agreement as provided in this Amendment.

Agreement

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Amendments to the Purchase Agreement.

1.1 NMDOT Parcel.

1.1.1 Buyer and Seller acknowledge and agree that certain improvements constructed to serve the Homewood Hotel (the Homewood Hotel, together with the Land upon which it is situated, the “*Homewood Property*”) encroach onto (or are situated entirely on) an approximately 230ft x 28ft parcel of real property (the “*NMDOT Parcel*”) abutting the eastern property line of the Homewood Property, as shown in the ALTA/NSPS Land Title Survey of the Homewood Hotel dated July 2, 2018, prepared by David P. Acosta, Professional Surveyor, which parcel was the subject of a March 11, 1996 Stipulated Judgment in Cause No. CV-94-08238, Second Judicial District Court, Bernalillo County, New Mexico, granting title to same by eminent domain to the New Mexico State Highway and Transportation Department, now known

as the New Mexico Department of Transportation (the New Mexico Department of Transportation, or other Governmental Authority which currently owns legal title to the NMDOT Parcel, is hereinafter referred to as “**NMDOT**”). The improvements that encroach upon the NMDOT Parcel consist of approximately 23 parking spaces, a privacy/retaining wall, landscaping and the Homewood Hotel’s pylon sign (collectively, the “**Encroaching Improvements**”).

1.1.2 During the twelve (12) month period after Closing (“**NMDOT Resolution Period**”), Seller shall, at its sole cost and expense, make commercially reasonable efforts to cause NMDOT to convey to Buyer (or its designee that takes title to the Homewood Property at Closing, as applicable, the “**Homewood Buyer**”) fee simple title to the NMDOT Parcel. If Seller reasonably concludes that it has exhausted commercially reasonable efforts to cause NMDOT to convey fee simple title to the NMDOT Parcel and such efforts are unsuccessful, then thereafter during the NMDOT Resolution Period, Seller shall make commercially reasonable efforts to cause NMDOT to grant to Homewood Buyer (for the benefit of the Homewood Property and any subsequent owner thereof), a permanent exclusive easement, license or similar arrangement (with the permanent easement being the first and preferred request) permitting ingress, egress and parking upon the NMDOT Parcel and permitting the location and maintenance of the Encroaching Improvements upon the NMDOT Parcel; provided, if a permanent easement is not available, any license or similar arrangement shall be subject to the reasonable approval of the lender holding a deed of trust encumbering the Homewood Property (the “**Homewood Lender**”). Seller shall pay the consideration required by NMDOT in connection with any grant, conveyance or arrangement contemplated by this Section 1.1.2.

1.1.3 If NMDOT, during the NMDOT Resolution Period, does not agree to any of the arrangements described in Section 1.1.2 above in spite of Seller having made commercially reasonable efforts to obtain such agreement and no Restoration Demand (hereinafter defined) has been made, then promptly after the expiration of the NMDOT Resolution Period Seller and the Homewood Buyer shall agree upon a New Mexico licensed architect or engineer (who shall be resident in New Mexico) to prepare, at the sole cost of Seller, a reasonable estimate of the cost (at the time of such estimate) to (i) relocate the Hotel’s pylon sign to a location and configuration on the Homewood Property designated by the Homewood Buyer (and reasonably approved by Homewood Lender, if such approval is required under the applicable loan documents) and connect the pylon sign to electrical power, and (ii) restore the area occupied by the Encroaching Improvements (which shall include the cost of returning the NMDOT Parcel to its original grade, lowering the existing retaining/privacy wall to a suitable below-grade level and constructing a new retaining wall (similar to the existing retaining wall) at the western boundary of the NMDOT Parcel), in a manner reasonably acceptable to Homewood Buyer (and reasonably approved by Homewood Lender, if such approval is required under the applicable loan documents). Such reasonable estimate shall constitute the amount of the payment (the “**Restoration Payment**”) to be made by Seller to the Homewood Buyer within ten (10) Business Days after the architect or engineer’s delivery to both Parties of such reasonable estimate, which amount the Parties agree upon as a reasonable estimate of the cost to remove, relocate and remediate the Encroaching Improvements from the NMDOT Parcel. Upon delivery to Homewood Buyer of the Restoration Payment, Seller shall have no further liability or obligation respecting the Encroaching Improvements.

1.1.4 In the event that prior to the expiration of the NMDOT Resolution Period Buyer should receive a written demand from NMDOT or an order from any court or other administrative agency with jurisdiction over such matters to remove or relocate the Encroaching Improvements from the NMDOT Parcel (any of such, a “**Restoration Demand**”), Buyer shall promptly provide Seller a copy of same. Seller shall hold harmless, indemnify and defend Buyer Indemnitees from and against any Indemnification Loss incurred by any Buyer Indemnitee to the extent resulting from (i) any requirement pursuant to a Restoration Demand received during the NMDOT Resolution Period to remove or relocate the Encroaching Improvements from the NMDOT Parcel, and to render the affected area(s) of the Homewood Property in a condition consistent with similarly branded hotels in the Albuquerque area, and/or (ii) any claim for damages, rent or other payment made by the NMDOT or any other governmental entity based upon the location of the Encroaching Improvements or the existing use of the NMDOT Parcel for the period through the expiration of the NMDOT Resolution Period. Any payments made pursuant to clause (i) above shall be credited against the payment obligation set forth in Section 1.1.3. For the avoidance of doubt, for purpose of this Section 1.1.4, “Indemnification Loss” shall include costs and expenses incurred by Buyer Indemnitees in connection with completing the work described in clause (i) above.

1.1.5 If the NMDOT conveys fee simple title to the NMDOT Parcel to Homewood Buyer or grants to Homewood Buyer a permanent and irrevocable easement permitting Homewood Buyer’s use of the NMDOT Parcel, and Seller pays all consideration required in connection therewith, then Seller shall have no further liability or obligation respecting the Encroaching Improvements and Seller and Homewood Buyer shall execute (and each shall cause the holder of any mortgage or deed of trust encumbering their respective properties to execute) and cause to be recorded an Easement Agreement in the form attached hereto as Exhibit A, within ninety (90) days after the recording of the deed or easement instrument evidencing such conveyance or grant, with the name of the Homewood Buyer substituted for the name “New Marquee” in such form.

1.1.6 Guarantors hereby do, absolutely and unconditionally, guarantee the payment and performance of each of the obligations of Seller set forth in this Section 1.1. The preceding guaranty shall not be subject to the limitation set forth in Paragraph 4 of the “Joinder of Guarantors” attached to the Purchase Agreement, and any amounts paid pursuant to this Section 1.1 shall not count against such limitation.

1.1.7 This Section 1.1 shall survive the Closing.

1.2 Release of Comcast Easements. On or prior to the Closing, Seller shall deliver to the Title Company either (i) an affidavit, or (ii) executed, recordable releases, in either case, sufficient to cause the Comcast Easements (defined below) to be removed as exceptions to the applicable Title Policy. As used herein “**Comcast Easements**” shall collectively refer to the following agreements: (x) Easement between Comcast of New Mexico, its successors and assigns and New Primetime Hospitality, LLC, filed October 12, 2007, as Document No. 2007144260, records of Bernalillo County, New Mexico, (y) Easement between Comcast of New Mexico, its successors and assigns and New Primetime Hospitality, LLC, filed February 11, 2013, as Document No. 2013015611, records of Bernalillo County, New Mexico, and (z)

Easement in favor of Comcast of New Mexico, Inc., filed September 29, 2006, recorded in Book A124, Page 7683, as Document No. 2006148080, records of Bernalillo County, New Mexico.

1.3 Restriction. Buyer and Seller agree that the Restrictive Covenant attached hereto as Exhibit B is the form CC&R agreed upon between the parties as contemplated by Section 7.13.1 of the Purchase Agreement.

1.4 Right of First Refusal. Section 7.13.2 of the Purchase Agreement is hereby deleted in its entirety.

1.5 Inspection Period. Buyer hereby acknowledges that the Inspection Period has expired and Buyer has no right to terminate the Purchase Agreement pursuant to Section 4.7 thereof. Notwithstanding the foregoing, Buyer shall have the right, exercisable at any time prior to 5:00 P.M. (Mountain Time) on August 3, 2018 (the "***Equity Termination Period***"), to terminate the Purchase Agreement if Buyer and its equity sources have not agreed to the investment terms applicable to the acquisition of the Property. If Buyer exercises the foregoing termination right, the Earnest Money shall be promptly returned to Buyer and the Parties shall have no further rights or obligations under the Purchase Agreement except for those rights and obligations that expressly survive a termination of the Purchase Agreement. Notwithstanding anything to the contrary set forth in Section 3.2 of the Purchase Agreement, the requirement for Buyer to deposit the Additional Deposit with Escrow Agent shall be applicable only if Buyer does not terminate the Purchase Agreement during the Equity Termination Period, and in such event, the Buyer shall deposit the Additional Deposit with Escrow Agent within two (2) Business Days after the expiration of the Equity Termination Period.

2. Exchange Facilitation. At the option of Seller, upon not less than three (3) days written notice to Buyer, Seller may require the Closing to be achieved pursuant to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In such event, Buyer agrees to cooperate with Seller, provided that such facilitation will not delay Closing or result in additional cost to Buyer. Seller shall hold harmless, indemnify and defend Buyer Indemnitees against any Indemnification Loss that may result therefrom.

3. Effect of this Amendment. As amended by the terms of this Amendment, the Purchase Agreement is in full force and effect.

4. Execution/Counterparts. This Amendment may be executed in counterparts and, when counterparts of this Amendment have been executed and delivered by the Parties as provided in this Section 4, this Amendment shall be fully binding and effective, just as if the Parties had executed and delivered a single counterpart of this Amendment. Without limiting the manner in which execution of this Amendment may be accomplished, execution by the Parties may be effected by facsimile or electronic transmission (via PDF or other means) of a signature page of this Amendment executed by such Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Amendment is made as of the Effective Date.

HILTON SELLER:

New Primetime Hospitality, LLC,
a New Mexico limited liability company

By: [Signature]
Name: Aleem Kassam
Title: Managing Member

HOMEWOOD SELLER:

New Marquee Hospitality, LLC,
a New Mexico limited liability company

By: [Signature]
Name: Aleem Kassam
Title: Managing Member

BUYER:

WLS Holdings, LLC,
a Delaware limited liability company

By:
Name: Craig Nussbaum
Title: Senior Vice President

[Signatures Continue on the Following Page]

IN WITNESS WHEREOF, this Amendment is made as of the Effective Date.

HILTON SELLER:

New Primetime Hospitality, LLC,
a New Mexico limited liability company

By: _____
Name: _____
Title: _____


HOMEWOOD SELLER:

New Marquee Hospitality, LLC,
a New Mexico limited liability company

By: _____
Name: _____
Title: _____

BUYER:

WLS Holdings, LLC,
a Delaware limited liability company

By:  _____
Name: Craig Nussbaum
Title: Senior Vice President

[Signatures Continue on the Following Page]

Acknowledged and Agreed to:

LIQUOR LICENSE SELLER:

Shammie Investments, Inc.,
a New Mexico corporation

By: 

Name: MOHAMED KASSAM.

Title: PRESIDENT

UNDEVELOPED LAND OWNER:

Airport Hospitality, LLC,
a New Mexico limited liability company

By: 

Name: Aleem Kassam

Title: Managing Member

GUARANTORS:


Aleem Kassam


Faizel Kassam

EXHIBIT A

EASEMENT AGREEMENT

[attached]

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the “**Agreement**”) is made and executed as of the last date of acknowledgement set forth below by and between NEW MARQUEE HOSPITALITY, LLC, a New Mexico limited liability company (“**New Marquee**”) and AIRPORT HOSPITALITY, LLC, a New Mexico limited liability company (“**Airport Hospitality**”), who are sometimes referred to together below as the “**Parties**” and individually as a “**Party**.”

Introductory Provisions

New Marquee owns fee simple title to the real property described in Exhibit A attached hereto (the “**Lot 1-A**”) and Airport Hospitality owns fee simple title to the real property described in Exhibit B attached hereto (the “**Lot 2**”). The Parties desire to establish certain easements and enter into certain agreements as set forth hereinafter.

NOW, THEREFORE, the Parties agree as follows:

Agreements

1. Incorporation. The Introductory Provisions and the exhibits attached hereto are incorporated herein and made a part hereof.

2. Definitions. The following terms shall have the meanings specified below.

A. “**Access Areas**” means those areas within each Lot, and the City Lot, if applicable, which are designated from time-to-time by the Owner of the respective Lot, or by the Lot 2 Owner with respect to the City Lot (if applicable), for driveways for access, ingress and egress within such Lot and between or among the Lots and the City Lot (if applicable) or between a Lot and adjacent public streets.

B. “**City Lot**” means the real property described in Exhibit C attached hereto owned by the City of Albuquerque which is located adjacent to the southwesterly boundary of Lot 1-A and the southeasterly boundary of Lot 2.

C. “**Governmental Requirements**” shall mean all applicable laws, rules, regulations, codes, and ordinances (including, without limitation, zoning laws and regulations), and all directives and orders of any governmental agency with jurisdiction over the Lots, as same may be amended from time to time.

D. “**Lot**” means Lot 1-A or Lot 2, individually, which may be referred to together as the “**Lots**.”

E. “**Lot 1-A South Building Line**” is a straight line from the western boundary of Lot 1-A to the eastern boundary of Lot 1-A that is coincident with the

southernmost south-facing exterior wall of the existing hotel building on Lot 1-A.

F. **“Lot 1-A South Parking Area”** means the Lot 1-A Parking Area situated to the south of the Lot 1-A South Building Line and more particularly depicted on Exhibit D attached hereto.

G. **“Owner”** means the owner of fee simple title to a Lot. If two or more parties hold title as tenants in common of a single Lot, they shall be considered to constitute a single “Owner” for purposes of this Agreement.

H. **“Parking Area(s)”** means those areas within the Lots and City Lot (if applicable) that are designated from time-to-time by the Owner of the applicable Lot (or the City of Albuquerque in the case of the City Lot) for the parking of vehicles; **“Lot 1-A Parking Area”** means such areas within Lot 1-A; **“Lot 2 Parking Area”** means such areas within Lot 2 and **“City Lot Parking Area”** means such areas within City Lot.

I. **“Permittees”** means all of the tenants and subtenants, and the employees, customers, vendors, suppliers, patrons, visitors, licensees, guests, contractors, concessionaires and other invitees of an Owner.

J. **“Refuse Structure”** means the existing trash enclosure and storage structure located primarily on Lot 1-A adjacent to the common boundary between Lot 1-A and Lot 2 and more particularly depicted on Exhibit D attached hereto.

3. Parking Easement. The Lot 1-A Owner hereby grants to the Lot 2 Owner a perpetual non-exclusive easement appurtenant to Lot 2 for the Lot 2 Owner and its Permittees, to use up to twenty-three (23) parking stalls in the Lot 1-A South Parking Area (**“Shared Parking Stalls”**) for the parking of non-commercial vehicles. The rights granted under this Section 3 shall take effect upon the substantial completion of paved Access Areas on Lot 2 and the creation of curb cuts and/or pavement connections between Lot 2 and Lot 1-A (or the City Lot, if applicable). The Lot 2 Owner hereby agrees that (i) neither the Lot 2 Owner nor any of its Permittees may park any commercial vehicles, buses, trailers with more than two (2) axles or any other vehicle that is not a passenger car in any of the Shared Parking Stalls, (ii) neither the Lot 2 Owner nor any of its Permittees may park any vehicle for a period of time longer than three (3) days in any of the Shared Parking Stalls, (iii) neither the Lot 2 Owner nor any of its Permittees may use any of the Shared Parking Stalls for storage of equipment or as a staging area for any purpose, and (iv) if any vehicle, equipment or material will be located in any of the Shared Parking Stalls in violation of (i) through (iii) above for more than two (2) business days after written notice specifying such violation is given by the Lot 1-A Owner to the Lot 2 Owner, then the Lot 1-A Owner may remove such vehicle, equipment or material, at its sole option, from the Shared Parking Stalls and the Lot 2 Owner shall reimburse the Lot 1-A Owner for the cost of such removal within ten (10) days of written notice thereof (and delivery of reasonable evidence of the cost of such removal) by the Lot 1-A Owner to the Lot 2 Owner. Notwithstanding anything to the

contrary set forth herein, (x) the Lot 1-A Owner shall have the right to reduce the number of Shared Parking Stalls if (A) Governmental Requirements are changed, or if a governmental authority with jurisdiction over the matter enforces against the Lot 1-A Owner a reinterpretation of Governmental Requirements, so as to require the Lot 1-A Owner to provide additional parking stalls for its use of Lot 1-A (such reduction in Shared Parking Stalls to be in the number of additional parking stalls required) or (B) Lot 1-A loses any parking stalls or the right to use any parking stalls currently used for the benefit of Lot 1-A, in either case, as a result of a taking, the exercise of eminent domain (or private transfer in lieu thereof) or any governmental authority terminating or removing Lot 1-A Owner's right to use any such parking stalls (and in any such event, the reduction in Shared Parking Stalls shall be the same number of parking stalls, the use of which Lot 1-A Owner loses as a result of the applicable event), and (y) the Lot 1-A Owner, at its sole and absolute discretion, shall have the right to reconfigure the location or orientation of any parking stall in the Lot 1-A South Parking Area or any other portion of Lot 1-A for any reason whatsoever, provided that such reconfiguration shall not decrease the number of Shared Parking Stalls or unreasonably restrict access, ingress or egress between, among and across the Lots.

4. Access Easement. The Lot 1-A Owner hereby grants a perpetual non-exclusive easement upon the Access Areas of Lot 1-A, and the Lot 2 Owner hereby grants a perpetual non-exclusive easement upon the Access Areas of Lot 2 and the City Lot (if applicable), appurtenant to the respective Lot of each grantee, for the benefit of one another and their respective Permittees, for access, ingress and egress of non-commercial vehicles and pedestrians in the Access Areas of each such Lot. Access Areas may be temporarily obstructed for repair and maintenance, provided that such activities do not unreasonably restrict access, ingress or egress between and across the Lots. Nothing contained in this Section 4 shall limit the location of any structure on the Lots or the configuration of parking stalls on the Lots, it being the intention of the Parties that the foregoing easements shall be in the Access Areas as determined and designated by the Owner of such Lot (and by the Lot 2 Owner with respect to the City Lot, if applicable) from time-to-time, subject to the rights of the Lot 2 Owner set forth in Section 5 below; provided, that no change in the configuration of parking stalls on Lot 1-A shall reduce the number of parking stalls on Lot 1-A, and no change in the configuration of parking stalls on any Lot shall unreasonably restrict access, ingress or egress between, among and across the Lots. The rights granted under this Section 4 shall take effect upon the substantial completion of paved Access Areas on Lot 2 and the City Lot (if applicable) and the creation of curb cuts and/or pavement connections between Lot 2 and Lot 1-A (and the City Lot, if applicable).

5. Parking Area Connections. The Lot 2 Owner, at its sole cost and expense, and with the consent of the Lot 1-A Owner (such consent not to be unreasonably withheld, conditioned or delayed), may establish such curb cuts and pavement connections between the Lot 2 Parking Area and the Lot 1-A South Parking Area and (if applicable) the City Lot and may reconfigure the location and orientation of parking stalls in the Lot 1-A South Parking Area for the purpose of facilitating the

smooth flow of traffic between Lot 2, the Lot 1-A South Parking Area and (if applicable) the City Lot, as may be reasonable and appropriate and consistent with good design practices for access between the Lot 2 Parking Area and the Lot 1-A South Parking Area and (if applicable) the City Lot.

6. City Lot. In the event that the Lot 2 Owner obtains an easement from the City of Albuquerque for the use of the City Lot for parking appurtenant to Lot 2, the City Lot shall be included as a part of the access easement rights granted in Section 4 hereof and the right to create curb cuts or pavement connections granted in Section 5 for so long as such City of Albuquerque easement is in force and effect. Whenever the words "if applicable" are used in connection with a provision referencing the City Lot, such reference shall be applicable if the Lot 2 Owner obtains an easement from the City of Albuquerque for the use of the City Lot for parking appurtenant to Lot 2.

7. Encroachment of Refuse Structure. The Refuse Structure presently encroaches on a portion of Lot 2. The Lot 2 Owner hereby grants to the Lot 1-A Owner a perpetual, exclusive easement for the portion of the Refuse Structure that encroaches on Lot 2, including a non-exclusive temporary easement on the adjacent portions of Lot 2 as may be reasonably necessary from time-to-time for the repair and maintenance of the Refuse Structure; provided, that if the Refuse Structure is ever substantially destroyed, or the Lot 1-A Owner otherwise elects to rebuild or substantially modify the Refuse Structure, any restored or modified Refuse Structure shall be situated entirely on Lot 1-A and shall not encroach upon Lot 2. So long as the Refuse Structure encroaches on Lot 2, the Lot 1-A Owner shall keep the Refuse Structure in good order and repair and in compliance with all Governmental Requirements, in all material respects.

8. Temporary Construction Easement. The Lot 1-A Owner hereby grants to the Lot 2 Owner for its benefit and the benefit of its employees, agents and contractors a non-exclusive temporary construction easement upon the portions of the Lot 1-A South Parking Area as are reasonably necessary for the construction activities contemplated under Section 5 hereof, subject to the following terms and conditions: (i) at least thirty (30) days in advance of commencement of any construction activities contemplated under Section 5 hereof, the Lot 2 Owner shall give the Lot 1-A Owner written notice of the schedule for any such construction activities and the nature and scope of the activities to be conducted on Lot 1-A, as well as the proof of insurance described in Section 9 below, (ii) any improvements, including, without limitation, screening or fencing, placed in the Lot 1-A South Parking Area shall be subject to approval of Lot 1-A Owner, such approval not to unreasonably withheld, conditioned or delayed, (iii) Lot 2 Owner agrees, on behalf of itself and its employees, agents and contractors, to use best efforts to prevent and minimize damage and injury to any part of Lot 1-A and any improvements thereon and the property adjacent thereto, and (iv) if in exercising Lot 2 Owner's rights hereunder, Lot 2 Owner or its employees, agents or contractors shall cause any damage or injury to Lot 1-A or property adjacent thereto, then Lot 2 Owner shall promptly repair and restore the damage or injury.

9. Insurance and Indemnification Related to Construction. Before beginning construction of any work on Lot 1-A, the Lot 2 Owner shall obtain or cause to be obtained the following insurance from all contractors and subcontractors providing labor or materials for such work: (i) Workers' compensation insurance with limits in accordance with the New Mexico statutory requirements; (ii) Commercial General Liability insurance including contractor's protective liability coverage, contractual liability coverage and completed operations coverage in the combined single limit amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) "Builder's Risk" property damage insurance in the face amount of the estimated value of the improvements being constructed. Prior to commencing work, the Lot 2 Owner shall provide to the Lot 1-A Owner Certificates of Insurance evidencing the coverage above. The Lot 2 Owner shall keep Lot 1-A free of mechanics' liens and other liens related to labor, services, supplies, equipment, or materials furnished at the request, directly or indirectly, of the Lot 2 Owner, and shall indemnify, defend and hold harmless Lot 1-A and the Lot 1-A Owner from and against any and all losses, claims, damages, obligations, liabilities, costs and expenses (including reasonable attorneys' fees and costs and any lien claims) to the extent arising therefrom.

10. Maintenance and Compliance.

A. The Lot 1-A Owner shall keep all Access Areas on Lot 1-A maintained and in good order, condition and state of repair and in all respects consistent with the standards of comparable facilities in Bernalillo County, New Mexico, at all times, and in compliance with all Governmental Requirements (the "**Lot 1-A Owner's Maintenance Obligations**").

B. The Lot 2 Owner shall keep all Access Areas on Lot 2 maintained and in good order, condition and state of repair and in all respects consistent with the standards of comparable facilities in Bernalillo County, New Mexico, at all times and in compliance with all Governmental Requirements, and, if applicable, keep all Access Areas and City Lot Parking Area on City Lot maintained and in good order, condition and state of repair and in all respects consistent with the standards of comparable facilities in Bernalillo County, New Mexico, at all times and in compliance with all Governmental Requirements (collectively, the "**Lot 2 Owner's Maintenance Obligations**").

C. In the event that the Lot 2 Owner fails to fulfill any of the Lot 2 Owner's Maintenance Obligations within a reasonable time period of not less than thirty (30) days after receipt of written notice from the Lot 1-A Owner, then upon fifteen (15) business days written notice to the Lot 2 Owner, at the Lot 1-A Owner's sole option, the Lot 1-A Owner or its agents may enter Lot 2 (if applicable) for the performance of any maintenance or repair that the Lot 1-A Owner deems is necessary or reasonably advisable and the Lot 2 Owner shall reimburse the Lot 1-A Owner for the reasonable cost thereof within thirty (30) days of written notice thereof.

D. In the event that the Lot 1-A Owner fails to fulfill any of the Lot 1-A Owner's Maintenance Obligations within a reasonable time period of not less than thirty (30) days after receipt of written notice from the Lot 2 Owner, then upon fifteen (15) business days written notice to the Lot 1-A Owner, at the Lot 2 Owner's sole option, the Lot 2 Owner or its agents may enter the Lot 1-A for the performance of any maintenance or repair that the Lot 2 Owner deems is necessary or reasonably advisable and the Lot 1-A Owner shall reimburse the Lot 1-A Owner for the reasonable cost thereof within thirty (30) days of written notice thereof.

E. In the event that an Owner or its Permittees cause any damage or injury to the Lot of another Owner ("**Injured owner**"), then such Owner shall promptly repair and restore such damage or injury. In the event that such Owner fails to repair and restore such damage or injury within a reasonable time period of not less than thirty (30) days after receipt of written notice from the Injured Owner, then upon fifteen (15) business days written notice, the Injured Owner or its agents may repair and restore such damage or injury and such Owner shall reimburse the Injured Owner for the reasonable cost thereof within thirty (30) days of written notice thereof.

F. The obligations created under this Section 10 shall take effect upon the substantial completion of paved Access Areas on Lot 2 and the City Lot (if applicable) and the creation of curb cuts and/or pavement connections between Lot 2 and Lot 1-A (or the City Lot, if applicable).

11. General Insurance. Each Owner shall maintain or cause to be maintained commercial general liability insurance of \$1,000,000.00 per occurrence, with an annual aggregate limit of \$2,000,000.00, covering personal and bodily injury and damage to property occurring on, in or about the Access Areas and Parking Areas on such Owner's Lot, and such policies shall identify the Owner of the other Lot as an additional insured thereunder with an ISO endorsement CG 20 26 07 04 or equivalent. Such insurance may be in the form of a blanket liability policy applicable to the Owner's Lot. Each Owner shall, upon request, provide the other Owner with evidence of such coverage and a description of any plan of insurance being used. Each Owner shall endeavor to cause each policy to contain a provision that the insurance company will give the Owner of the other Lot thirty (30) days advance written notice prior to cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Such insurance policies shall insure the performance by the Owner insured thereunder with respect to the indemnification obligations herein pertaining to injury or death to persons or damage to property to limits not less than those specified above. An Owner shall promptly notify the other Owner of any asserted claim with respect to which the Owner receiving notice is or may be insured against hereunder, and shall deliver to such other Owner copies of process and pleadings. The obligations created under this Section 11 shall take effect upon the substantial completion of paved Access Areas on Lot 2 and the City Lot (if applicable) and the creation of curb cuts and/or pavement connections between Lot 2 and Lot 1-A (or the City Lot, if applicable).

12. Interference with Use and Enjoyment. The Easements granted pursuant to this Agreement shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of the other Owner or its Permittees at any time conducted on such Owner's Lot, including, without limitation, access to and from said business, and the receipt or delivery of merchandise in connection therewith.

13. Indemnification.

A. The Lot 2 Owner hereby agrees to indemnify, defend and hold harmless the Lot 1-A Owner from and against any and all liabilities, damages, expenses (including, without limitation, reasonable attorneys' fees), causes of action, suits, claims or judgments arising from injury or death to persons or damage to property or resulting from the Lot 2 Owner's or its Permittees' use of Lot 1-A, except to the extent caused by the negligence, gross negligence or willful misconduct of the Lot 1-A Owner.

B. The Lot 1-A Owner hereby agrees to indemnify, defend and hold harmless the Lot 2 Owner from and against any and all liabilities, damages, expenses (including, without limitation, reasonable attorneys' fees), causes of action, suits, claims or judgments arising from injury or death to persons or damage to property or resulting from the Lot 1-A Owner's or its Permittees' use of Lot 2, except to the extent caused by the negligence, gross negligence or willful misconduct of the Lot 1-A Owner, and except to the extent covered by insurance as provided under Section 9 hereof with respect to the Lot 2 Owner's construction activities on Lot 1-A.

14. Permitted Exceptions. The grant of the Easements is made subject to (i) all presently recorded plats, easements, rights-of-way and other matters of record pertaining to any portions of the Lots, and (ii) Governmental Requirements.

15. Compliance with Governmental Requirements. Owners hereby covenant and agree, each to the other, with respect to their respective Lots, to comply with all Governmental Requirements affecting their respective Lots and the Easements granted hereby.

16. Encumbrances. No Owner shall suffer or permit any lien or encumbrance to exist upon the Lot of another Owner as a result of the acts or omissions of such Owner or its Permittees, and (if applicable) the Lot 1-A Owner shall not suffer or permit any lien or encumbrance to exist upon the Lot City Lot as a result of the acts or omissions of the Lot 1-A Owner or its Permittees, and in the event that any such lien or encumbrance should encumber any such Lot as a result of any act or omission of such Owner or any of its Permittees, such Owner shall cause such lien or encumbrance to be removed or bonded off within thirty (30) days of notice of such lien or encumbrance.

17. Miscellaneous.

A. This instrument and the easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon each Owner and such Owner's successors and assigns; provided, however, that if an Owner conveys any portion or all of its interest in such Owner's Lot, such Owner shall thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the Lot or portion thereof conveyed, and provided further, that no such conveyance shall release such Owner from any liabilities existing as of the time of such conveyance.

B. Except as otherwise provided herein, this Agreement shall remain in full force and effect in perpetuity.

C. The Owners shall be entitled to all remedies available at law or in equity, including without limitation the right to restrain by restraining orders and injunctions (temporary or permanent) any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Agreement and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for breach of any such term, covenant, or condition is not adequate.

D. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Lots to the general public or for any public purposes whatsoever (including but not limited to any easement or access rights to any governmental authority for public road right-of-way purposes), it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

E. Breach of this Agreement shall not entitle an Owner to cancel, rescind or otherwise terminate this Agreement, 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.

F. This Agreement may not be modified, terminated or rescinded, in whole or in part, except with the consent of both Owners and then only by written instrument duly executed and acknowledged by both Owners.

G. In the event that legal proceedings are commenced by an Owner to enforce or interpret the terms of this Agreement against the other Owner, the Owner prevailing in such action then be entitled to recover from the other Owner reasonable attorneys' fees and expenses and costs of court incurred.

H. To the extent, if at all, any indemnity, hold harmless or other provision of this Agreement is invalidated pursuant to the terms of Section 56-7-1 NMSA 1978, as amended, the remaining indemnity, hold harmless and other provisions shall remain in full force and effect.

I. Any notice, demand, approval or disapproval, consent or submission for approval or consent permitted or required hereunder (hereinafter, collectively, any “**Notice**”) will be in writing, and any such Notice will be sent to applicable Owner by personal delivery, registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight delivery, addressed to such Owner at the address provided below or at such other address for such Owner provided to the other Owner or as found in the public records of the Assessor for Bernalillo County, New Mexico. If personally delivered, a Notice shall be deemed given and received upon such delivery. If sent by overnight courier service, a Notice shall be deemed given upon deposit with such courier and deemed received upon actual receipt or refusal of delivery at the Notice address. In the event Notice is given or delivered by registered or certified mail, such Notice will be deemed given or delivered three (3) days after the date on which the sealed envelope containing the Notice is deposited in the United States mail, properly addressed and with proper postage prepaid. An Owner may provide for a different address for Notice, by providing Notice of such address to the other Owner.

J. Invalidation of any one or more of the provisions of this Agreement by a court shall in no way affect any of the other provisions, which shall remain in full force and effect.

K. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Lots is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in a Lot or portion thereof.

L. Section headings are inserted for convenience only and are not intended to be part of this Agreement or in any way to define, limit or describe the scope or intent of the particular section to which they refer.

M. This Agreement shall be construed in accordance with the laws of the State of New Mexico. Venue for any action concerning or related to this Agreement shall be in the state courts of Bernalillo County, New Mexico. In any legal action or other proceeding action brought for the enforcement or interpretation of this Agreement, the successful or prevailing party or parties will be entitled to recover reasonable attorneys’ fees and expenses incurred in the action or proceeding, in addition to any other relief to which such party or parties may be entitled.

N. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy

provided in this Agreement shall be exclusive, but shall be cumulative with all other remedies provided for in this Agreement, and all other remedies at law or in equity which are available to the parties hereto, other than termination or suspension of the Easements, such termination or suspension remedy being hereby waived.

O. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

NEW MARQUEE

NEW MARQUEE HOSPITALITY, LLC,
a New Mexico limited liability company

Address for Notice:

c/o Legacy Hospitality, Inc.
6501 Eagle Rock Ave. NE, Suite B-5
Albuquerque, New Mexico 87113

By: _____
Aleem Kassam, Managing Member

AIRPORT HOSPITALITY

AIRPORT HOSPITALITY, LLC,
a New Mexico limited liability company

Address for Notice:

c/o Legacy Hospitality, Inc.
6501 Eagle Rock Ave. NE, Suite B-5
Albuquerque, New Mexico 87113

By: _____
Aleem Kassam, Managing Member

Acknowledgement

STATE OF WASHINGTON ()
 ()
COUNTY OF KING ()

I certify that I know or have satisfactory evidence that Aleem Kassam is the person who appeared before me, and said person acknowledged and signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as Managing Member of NEW MARQUEE HOSPITALITY, LLC, a New Mexico limited liability company, and as Managing Member of AIRPORT HOSPITALITY, LLC, a New Mexico limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2018

Notary's Printed Name: _____
Notary Public in and for the state of

Washington,

Residing at _____.
My _____ Appointment

Expires: _____

Exhibit A

Lot 1-A

LOT NUMBERED ONE-A (1-A) IN BLOCK NUMBERED FOUR-B (4-B) OF SUNPORT PARK, ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 18, 2000, IN PLAT BOOK 2000C, FOLIO 274.

LESS AND EXCEPT THE FOLLOWING LAND CONVEYED TO THE CITY OF ALBUQUERQUE AS ADDITIONAL RIGHT OF WAY:

A CERTAIN PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW 1/4) OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF BERNALILLO, STATE OF NEW MEXICO, COMPRISING A PORTION OF LOT NUMBERED ONE-A (1-A) IN BLOCK NUMBERED FOUR-B (4-B), SUNPORT PARK, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 18, 2000, IN VOLUME 2000C, FOLIO 274, AND BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID CENTRAL ZONE (NAD 83)

BEARINGS AND GROUND DISTANCES AS FOLLOWS:

BEGINNING AT A POINT 83.87 FEET TO THE LEFT OF, WESTERLY AND OPPOSITE OF NMP A300111 CONSTRUCTION CENTERLINE POC STATION 110+68.57, A POINT ON THE PRESENT (2017) WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD S.E., BEING THE SOUTHERNMOST POINT OF DESCRIBED PARCEL WHENCE A TIE TO FOUND A.G.R.S. BRASS CAP STATION STAMPED "5_M14" BEARS S. 89° 54' 57" W., A DISTANCE OF 4,580.81 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 52.02 FEET, A RADIUS OF 135.00 FEET, A DELTA ANGLE OF 22° 04' 37", A CHORD BEARING OF N. 19° 28' 19" E., AND A CHORD LENGTH OF 51.70 FEET TO A POINT OF TANGENCY;

THENCE N. 00° 17' 24" W., A DISTANCE OF 90.44 FEET TO A POINT ON THE EXISTING (2015) WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD S.E.

THENCE N. 86° 42' 36" E., A DISTANCE OF 7.01 FEET TO A POINT LYING ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD, S.E.;

THENCE S. 00° 17' 24" E., ALONG THE EXISTING ACCESS CONTROL LINE AND, ALONG SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD, S.E., A DISTANCE OF 73.91 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG THE SAID EXISTING ACCESS CONTROL LINE AND, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 71.48 FEET, A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 40°57' 23", A CHORD BEARING OF S. 20° 11' 17" W., AND A CHORD LENGTH OF 69.97 FEET TO THE POINT OF BEGINNING.

Exhibit B

Lot 2

LOT NUMBERED TWO (2) IN BLOCK NUMBERED FOUR-B (4-B) OF THE PLAT OF LOTS 4-A AND 4-B OF SUBPORT PARK, ALBUQUERQUE, NEW MEXICO, BEING A REPLAT OF PARCELS 1-A-1 AND 1-B-1 IN BLOCK 4 OF SUNPORT PARK, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 1, 1997, IN PLAT BOOK 97C, FOLIO 73.

Exhibit C

City Lot

[Legal Description to be Added]

Exhibit D

Lot 1-A South Parking Area and the Refuse Structure

EXHIBIT B

RESTRICTIVE COVENANT

[attached]

governing the use, condition, improvement and occupancy of all and each portion of the Undeveloped Land from and after the Effective Date:

1. Prohibited Uses of Undeveloped Land. During the Term, no portion of the Undeveloped Land shall be used for the development, construction, establishment or operation of a hotel, motel, inn, motor inn, boarding house, lodge, resort, public house, hostel, shelter or other facility for transient guests (the “**Restrictive Covenant**”).

2. Enforcement. The owner(s) of the Hotel Property (whether one party or two or more tenants in common all acting together, an “**Owner**”), or any portion thereof, shall have the right and power, but not the duty, to enforce, by proceedings at law or in equity (including, without limitation, the right to seek an injunction), against any person or entity violating or attempting to violate the Restrictive Covenant, either to restrain such violation or to recover damages for such violation, or both. Failure to enforce or to seek enforcement of the Restrictive Covenant shall in no event be deemed a waiver of the right to do so thereafter.

3. Term. The Restrictive Covenant shall be effective for a period of forty-two (42) months from the Effective Date (the “**Term**”), following which it shall automatically expire and be of no further force or effect whatsoever.

4. Binding Nature; Covenants Running with the Land. Undeveloped Land Owner hereby declares that the Undeveloped Land shall at all times during the Term be used, held, transferred, conveyed, leased, occupied and disposed of subject to the Restrictive Covenant. During the Term, the Restrictive Covenant shall run with and bind the Undeveloped Land, shall inure to the benefit of the Hotel Property and the Owner of the Hotel Property or any portion thereof, and shall be binding upon Undeveloped Land Owner and its successors in title to the Undeveloped Land.

5. Amendment. This Agreement may be amended only by the written agreement of the owner(s) of the Undeveloped Land (if owned by two or more as tenants in common, by all such owners) and the Owner of the Hotel Property, in each case determined as of the date of execution and recording of such amendment, and shall be effective at the time such amendment is filed of record in the Real Property Records of Bernalillo County, New Mexico. Any such amendment shall make specific reference to this Agreement.

6. Notice. All notices and other communications under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) on the third (3rd) business day after being mailed by certified mail, return receipt requested, and (c) the next business day after delivery to a recognized overnight courier for next business day delivery (or to such other address as such party may have specified by notice given to the other party pursuant to this provision):

If to Undeveloped Land Owner, at:

Airport Hospitality, LLC
c/o Legacy Hospitality, Inc.
6501 Eagle Rock Ave. NE, Suite B-5

Albuquerque, New Mexico 87113
Attention: Aleem Kassam

If to Hotel Owner, at:

Waramaug Albuquerque W LLC

Attention: _____

7. Validity; Interpretation. The invalidation of any one of the provisions contained in this Agreement shall not affect any of the other provisions contained herein, which shall remain in full force and effect. Any deed or legal instrument (including deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any portion of the Undeveloped Land from and after the effective date of this Agreement until the expiration of the Term shall be conclusively deemed to have been executed, delivered and accepted subject to the Restrictive Covenant and the other provisions contained in this Agreement, regardless of whether or not the same are set out in full or by reference in any such deed or legal instrument. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires. The captions and headings used in connection with the various sections and subsections of this Agreement are for convenience only and shall not be deemed to construe, limit or expand the meaning of the language contained in this Agreement. The recitals set forth at the beginning of this Agreement are hereby incorporated into and form a part of this Agreement.

8. Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of New Mexico.

9. Liens on the Undeveloped Land. To the extent that there are any liens, mortgages, security interests, charges or other similar encumbrances on the Undeveloped Land as of the date of this Agreement (collectively, the “**Existing Liens**”), Undeveloped Land Owner agrees to cause the owners and holders of such Existing Liens, as of the Effective Date, to subordinate such Existing Liens to this Agreement and the rights of Hotel Owner contained herein pursuant to the subordination and consent agreement attached hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective for all purposes as of the Effective Date.

Undeveloped Land Owner:

Airport Hospitality, LLC,
a New Mexico limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2018, by _____, _____ of AIRPORT HOSPITALITY, LLC, a New Mexico limited liability company.

Notary Public, State of New Mexico

Notary's Printed Name: _____

My Commission Expires:

[Signatures Continue on the Following Page]

Hotel Owner:

WARAMAUG ALBUQUERQUE W LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2018
by _____, as _____ of **WARAMAUG ALBUQUERQUE W
LLC**, a Delaware limited liability company.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF UNDEVELOPED LAND

LOT NUMBERED TWO (2) IN BLOCK NUMBERED FOUR-B (4-B) OF THE PLAT OF LOTS 4-A AND 4-B OF SUBPORT PARK, ALBUQUERQUE, NEW MEXICO, BEING A REPLAT OF PARCELS 1-A-1 AND 1-B-1 IN BLOCK 4 OF SUNPORT PARK, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 1, 1997, IN PLAT BOOK 97C, FOLIO 73.

EXHIBIT B

LEGAL DESCRIPTION OF HOTEL PROPERTY

LOT NUMBERED ONE-A (1-A) IN BLOCK NUMBERED FOUR-B (4-B) OF SUNPORT PARK, ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 18, 2000, IN PLAT BOOK 2000C, FOLIO 274.

LESS AND EXCEPT THE FOLLOWING LAND CONVEYED TO THE CITY OF ALBUQUERQUE AS ADDITIONAL RIGHT OF WAY:

A CERTAIN PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE 1/4 SW 1/4) OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF BERNALILLO, STATE OF NEW MEXICO, COMPRISING A PORTION OF LOT NUMBERED ONE-A (1-A) IN BLOCK NUMBERED FOUR-B (4-B), SUNPORT PARK, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 18, 2000, IN VOLUME 2000C, FOLIO 274, AND BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID CENTRAL ZONE (NAD 83)

BEARINGS AND GROUND DISTANCES AS FOLLOWS:

BEGINNING AT A POINT 83.87 FEET TO THE LEFT OF, WESTERLY AND OPPOSITE OF NMP A300111 CONSTRUCTION CENTERLINE POC STATION 110+68.57, A POINT ON THE PRESENT (2017) WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD S.E., BEING THE SOUTHERNMOST POINT OF DESCRIBED PARCEL WHENCE A TIE TO FOUND A.G.R.S. BRASS CAP STATION STAMPED "5_M14" BEARS S. 89° 54' 57" W., A DISTANCE OF 4,580.81 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 52.02 FEET, A RADIUS OF 135.00 FEET, A DELTA ANGLE OF 22° 04' 37", A CHORD BEARING OF N. 19° 28' 19" E., AND A CHORD LENGTH OF 51.70 FEET TO A POINT OF TANGENCY;

THENCE N. 00° 17' 24" W., A DISTANCE OF 90.44 FEET TO A POINT ON THE EXISTING (2015) WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD S.E.

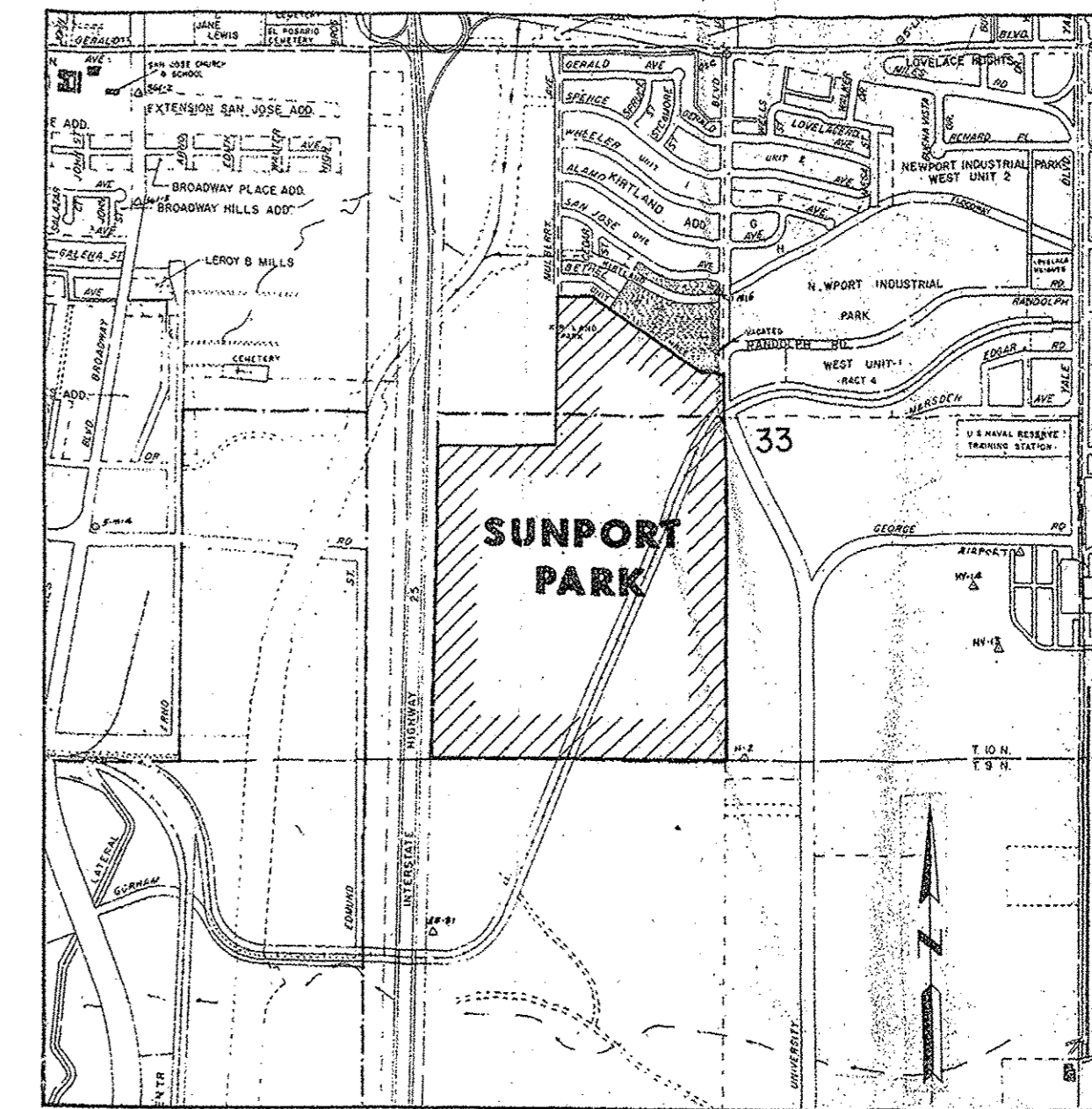
THENCE N. 86° 42' 36" E., A DISTANCE OF 7.01 FEET TO A POINT LYING ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD, S.E.;

THENCE S. 00° 17' 24" E., ALONG THE EXISTING ACCESS CONTROL LINE AND, ALONG SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY BOULEVARD, S.E., A DISTANCE OF 73.91 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY, ALONG THE SAID EXISTING ACCESS CONTROL LINE AND, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 71.48 FEET, A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 40°57' 23", A CHORD BEARING OF S. 20° 11' 17" W., AND A CHORD LENGTH OF 69.97 FEET TO THE POINT OF BEGINNING.

AMENDED SUNPORT PARK SITE DEVELOPMENT PLAN FOR SUBDIVISION

*Sunport Park
SPS(MP)*



LOCATION MAP
ZONE ATLAS MAP No. M-15

GENERAL NOTES

SITE DEVELOPMENT PLAN STANDARDS

LAND-USE IS LIMITED TO THE PERMISSIVE USES OF THE I-P ZONE, WHICH ARE REFLECTED BY THE USES DESIGNATED ON THE SITE DEVELOPMENT PLAN FOR SUBDIVISION, EXCEPT FOR BLOCK 1, LOTS 1 AND 3 WHICH SHALL ALSO ALLOW RESIDENTIAL USE FOR STUDENT HOUSING. LAND-USE INTENSITY IS DETERMINED BY THE FLOOR-AREA RATIOS SPECIFIED ON THE SITE DEVELOPMENT PLAN.

BUILDING HEIGHT SHALL BE AS SPECIFIED IN THE SITE DEVELOPMENT PLAN, AND AS LIMITED IN I-P ZONE.

Building Setbacks
Buildings shall be located on each site according to the following setback dimensions except as provided in 14-18-3-3 of the zoning code:
Front setback of not less than 20' from the R.O.W. line
Side setback of not less than 10' from the R.O.W. line
Rear setback of not less than 10' from the R.O.W. line
LOT SIZE SHALL BE A MINIMUM OF ONE ACRE, WITH A MINIMUM DIMENSION OF NOT LESS THAN 100 FEET.

Signs LOCATION. A SIGN SHALL NOT OVERHANG INTO THE PUBLIC RIGHT-OF-WAY.

SIZE SHALL BE LIMITED TO 75 SQUARE FEET IF THE MOST IMPORTANT STREET ABUTTING THE LOT IS A LOCAL STREET OR 100 SQUARE FEET IF THE MOST IMPORTANT STREET ABUTTING THE LOT IS A COLLECTOR OR ARTERIAL STREET OR FREEWAY.

ONE WALL SIGN SHALL BE PERMITTED PER FACADE PER BUSINESS.

A BUILDING-MOUNTED SIGN SHALL NOT EXCEED 15 PERCENT OF THE AREA OF THE FACADE TO WHICH IT IS APPLIED IF THE SIGN IS NOT WHOLLY VISIBLE FROM AN ABUTTING ARTERIAL OR COLLECTOR STREET, OR 20 PERCENT OF THE AREA OF THE FACADE TO WHICH IT IS APPLIED IF THE SIGN IS WHOLLY VISIBLE FROM AN ABUTTING ARTERIAL OR COLLECTOR STREET OR FREEWAY.

HEIGHT OF A FREE-STANDING SIGN SHALL NOT EXCEED 26 FEET. A BUILDING-MOUNTED SIGN SHALL NOT EXCEED FIVE FEET ABOVE THE BUILDING WALL. LIGHT BULBS ILLUMINATING SIGNS SHALL NOT SHINE DIRECTLY INTO ADJACENT CONFORMING RESIDENTIAL PROPERTY.

OFF-STREET PARKING SHALL BE PROVIDED FOR ALL USES AND BUILDINGS AS REQUIRED IN SECTION 40.A OF THE ZONING CODE.

PARKING LOT LANDSCAPING SHOULD CONSIST PRIMARILY OF DECIDUOUS TREES AND GRASS TURF WITH AUTOMATIC IRRIGATION SYSTEMS. AT LEAST TEN PERCENT OF PAVED PARKING AREAS SHALL BE LANDSCAPED.

Landscape Concept
The development of an overall landscape concept will establish a framework that unifies the individual sites within the Sunport Park. To achieve a totally unified development, all areas of design need to be coordinated and responsive to existing environmental conditions and local building policies. The landscape concept and the selection of the proper plant materials are used as a supplement to the City requirements in the Water Conservation Landscaping and Water Waste Ordinance, the Street Tree Ordinance and landscape regulations included in the City of Albuquerque Comprehensive City Zoning Code.

Each individual lot owner will be responsible for the installation and maintenance of the landscape on their property and within the adjacent public right-of-way.

IMPERMEABLE GROUND COVERS SUCH AS GRAVEL AND CONCRETE (INCLUDING SIDEWALKS) SHOULD BE USED ONLY WHERE REQUIRED FOR DRAINAGE, PEDESTRIAN, AND OTHER FUNCTIONAL PURPOSES.

INTERNAL STREET AND PARKING LOT LIGHTING SHALL MEET THE REQUIREMENTS OF SECTION 40.I OF THE ZONING CODE; IN ADDITION, FIXTURES SHOULD BE STANDARDIZED AND OF A SIZE SUITED TO THEIR FUNCTION.

SERVICE AREAS SUCH AS LOADING DOCKS, JANITORIAL AND MACHINE ROOMS, AND OTHER SERVICE ENTRANCES, AND REFUSE COLLECTION FACILITIES SHOULD NOT BE LOCATED IN OR ADJACENT TO THE MOST PROXIMATE BOUNDARIES OF RESIDENTIAL AREAS.

INGRESS/EGRESS WITHIN THE PARK SHALL BE PROMOTED. IN PARTICULAR, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS IN BLOCKS 2, 4 AND 6 SHALL BE ENCOURAGED. LANDSCAPED WALKWAYS FOR PEDESTRIANS ARE PARTICULARLY ENCOURAGED AS THE INDIVIDUAL BLOCKS AND LOTS ARE DEVELOPED. IT IS HIGHLY DESIRABLE THAT PEDESTRIAN ACCESS BE FACILITATED TO THE GREATEST EXTENT POSSIBLE AND SHOULD BE ENCOURAGED.

VEHICULAR MOVEMENT THROUGH THESE LOTS IS ALSO ENCOURAGED WITHIN SPECIFIC TRAVEL WAYS WITH AN EMPHASIS ON SPEED CONTROL.

LARGE BUILDING SITING SHALL BE ACCOMPLISHED WITH PARTICULAR ATTENTION PAID TO MASSING RELATIONSHIP BALANCED WITH BOTH HEAVY LARGE AND SMALL BUILDINGS. IT IS PROPOSED THAT THE ADAPTED BUILDING SIZE, ORIENTATION, LANDSCAPING WILL BE COMPATIBLE WITH OTHER BUILDINGS IN THE AREA. SOLAR ACCESS, COLOR, STRUCTURE, SHAPE, AND LANDSCAPING SHOULD BE COMPATIBLE WITH THE GENERAL PARK MOTIF.

TOPOGRAPHICAL CONSIDERATION SHALL BE INCLUDED WHEN PLANNING STRUCTURES WITH A PARTICULAR EMPHASIS ON LARGER STRUCTURES TO PREVENT AN UNDESIRABLE "STAND OUT" APPEARANCE.

TOPOGRAPHICAL FEATURES SHALL BE CONSIDERED AN ASSET WHEN SITING AND LANDSCAPING STRUCTURES WITHIN THE SUNPORT PARK SITE.

DRAINAGE CONCEPT

THE DRAINAGE CONCEPT USES COMBINATION OF POSSIBLE DISPOSAL STRATEGIES INCLUDING A 36" COLLECTOR WHICH DISCHARGES INTO AN INLET OF THE SOUTH DIVERSION CHANNEL AND TWO 24" COLLECTORS WHICH DISCHARGE INTO EXISTING DRAINAGE PIPES UNDER I-25. ADDITIONALLY 42" AND 48" COLLECTORS DISCHARGE INTO AN EXISTING 6' X 8' BOX CULVERT UNDER I-25. ALL RUN-OFF IS BASED ON A SITE ANALYSIS USING A 6 HOUR PRECIPITATION AND 100 YEAR FREQUENCY OCCURRENCE STORM.

RAILROAD VACATION

THE EXISTING ABANDONED AT & SF RAIL BED IS PRESENTLY SCHEDULED FOR A VACATION HEARING ON JANUARY 7, 1986. THE PROPOSED VACATION AND RIGHT-OF-WAY EXCHANGE INCLUDES PLANNING LOTS 1 AND 2 WITHIN THE RAILROAD CORRIDOR ALONG WOODWARD ROAD. AN AGREEMENT HAS BEEN REACHED WITH CITY, STATE AND OWNERS FOR THE MORE DESIREABLE EAST-WEST ALIGNMENT.

ACCESS

A 200 FOOT RIGHT-OF-WAY WILL BE DEDICATED FOR WOODWARD BOULEVARD. THIS RIGHT-OF-WAY WILL BE DEDICATED AS FOLLOWS:

- 156 FEET OF RIGHT-OF-WAY IS DEDICATED AS A CORRIDOR FOR AN ARTERIAL STREET SECTION BETWEEN THE EAST RIGHT-OF-WAY BOUNDARY OF INTERSECTION 25 AND THE RIGHT-OF-WAY BOUNDARY LINE OF UNIVERSITY BOULEVARD SE.
- 44 FEET OF RIGHT-OF-WAY TO BE DEDICATED IN ADDITION TO THE 156 FOOT RIGHT-OF-WAY CORRIDOR SPECIFIED IN PARAGRAPH A ABOVE WHEN REQUESTED BY THE CITY OF ALBUQUERQUE.
- NO DIRECT VEHICULAR ACCESS IS PERMITTED FOR A CONNECTION OF STREET "C" OR LOT 1 OF BLOCK 1 WITH HILBERRY STREET SE.
- NO DIRECT VEHICULAR ACCESS IS PERMITTED FOR ANY LOTS WITH COMMON PROPERTY LINES ABUTTING THE WEST UNIVERSITY BOULEVARD SE RIGHT-OF-WAY.
- NO DIRECT VEHICULAR ACCESS IS PERMITTED FOR ANY LOTS ABUTTING WOODWARD BOULEVARD SE.
- ALL FINAL STREET RADI: SHALL CONFORM WITH THE DESIGN PROCEDURES MANUAL REQUIREMENTS.

LAND USE (CONTINUED)
BLOCK 2, LOTS 1 AND 3 SHALL ALLOW "MULTI-FAMILY RESIDENTIAL DEVELOPMENT" USE IN ADDITION TO PERMISSIVE USES IN THE I-P ZONE

DRB APPROVAL OF AMENDMENT
PROJECT #1009573, 16ERC-40075

James M. Miller 1/17/18
TRAFFIC ENGINEERING, TRANSPORTATION DIVISION DATE

Jon E. Stogard 1/17/18
MBCWIA DATE

D. Santora 1/17/18
PARKS & RECREATION DEPARTMENT DATE

James D. Hughes 1/17/2018
CITY ENGINEER DATE

[Signature] 1-17-2018
DRB CHAIR, PLANNING DEPARTMENT DATE

ANDREWS, ASBURY & ROBERT, INC.
CONSULTING ENGINEERS
ALBUQUERQUE NEW MEXICO

AMENDED ALLOWABLE LAND USES FOR
BLOCK 1, LOTS 1-A AND BLOCK 3, LOTS 1
AND 2.
12/28/11

APPROVALS

THIS PLAN OF LOTS 3-A-2-A & 3-A-2-B IN BLOCK 1 AMENDS THAT PORTION OF THE SITE DEVELOPMENT PLAN APPROVED BY THE ENVIRONMENTAL PLANNING COMMISSION ON MARCH 6, 1986, 2-85-98-1, AND SIGNED OFF BY THE DEVELOPMENT REVIEW BOARD ON APRIL 1, 1986. A SITE DEVELOPMENT PLAN FOR EACH PARCEL SHALL BE SUBMITTED AND APPROVED AT A PUBLIC HEARING BY THE CITY OF ALBUQUERQUE DEVELOPMENT REVIEW BOARD PRIOR TO ISSUANCE OF A BUILDING PERMIT.
DRB-97-257

James M. Miller 7/8/99
PLANNING DEPARTMENT DATE

Bill [Signature] 7-27-99
TRANSPORTATION DIVISION DATE

James D. Hughes 7-27-99
PARKS AND GENERAL SERVICES DATE

[Signature] 7-27-99
CITY ENGINEER / AMAPCA DATE

Roger A. [Signature] 7-7-99
UTILITY DEVELOPMENT DATE

INDEX

DESCRIPTION	SHEET No.
TITLE SHEET	1
SITE DEVELOPMENT PLAN	2
PROTOTYPICAL SITE PLAN (LOT 1, BLOCK 1)	3
PROTOTYPICAL LANDSCAPE PLAN (LOT 1, BLOCK 1)	4
PROTOTYPICAL GRADING PLAN (LOT 1, BLOCK 1)	5
PROTOTYPICAL BUILDING ELEVATIONS (LOT 1, BLOCK 1)	6
CONCEPTUAL DRAINAGE PLAN	MAP No. 2

I CERTIFY THAT THIS SITE DEVELOPMENT PLAN IS IN ACCORDANCE WITH THE ENVIRONMENTAL PLANNING COMMISSION'S DECISION OF MARCH 6, 1986 AND THAT CONDITIONS 1 AND 2 HAVE BEEN SATISFIED.

James T. Adams, P.E.
ANDREWS, ASBURY & ROBERT, INC.

APPROVALS

NA
CHIEF CITY SURVEYOR DATE

NA
PROPERTY MANAGEMENT DATE

Robert A. [Signature] 4-2-86
TRAFFIC ENGINEER DATE

James D. Hughes 4-1-86
PARKS AND RECREATION DIRECTOR DATE

Ronald J. [Signature] 4-1-86
WATER RESOURCES DEPARTMENT DATE

NA
ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY DATE

[Signature] 4-2-86
CITY ENGINEER, ENGINEERING DIVISION DATE

Richard [Signature] 4-1-86
PLANNING DIRECTOR, CITY/COUNTY PLANNING DIVISION DATE

REVISED: March 17, 1988
ENGINEER'S FILE NO. 85-415

AMENDED BLOCK 1, LOTS 1 AND 2
NEW LOTS 1-A, 2-A, 3-A-1,
3-A-2-A AND 3-A-2-B.
7/6/99

AMENDED SUNPORT PARK SITE DEVELOPMENT PLAN

LAND USE ALLOCATIONS						
BLOCK	LOT	ZONING	AREA (ACRES)	FAR	SQ. FT.	STORIES
1	1	1-P	6.58	0.35	100,000	2
	2	1-P	5.78	0.24	55,000	2
2	1	1-P	6.67	0.66	191,000	6
	2	1-P	6.05	0.75	123,000	2
	3	1-P	6.71	0.70	206,000	8
3	1	1-P	5.17	0.43	96,000	4
	2	1-P	5.64	0.44	107,000	4
	3	1-P	5.00	0.27	59,000	2
	4	1-P	5.00	0.31	67,000	1
	5	1-P	5.00	0.31	67,000	1
	6	1-P	5.00	0.31	67,000	1
	7	1-P	5.00	0.31	67,000	1
	8	1-P	5.00	0.21	45,000	2
4-A	1	1-P	5.00	0.37	81,000	2
	2	1-P	8.60	0.22	81,000	2
5-A	1	1-P	5.00	0.20	44,000	2
	2	1-P	5.00	0.20	44,000	2
	3	1-P	8.70	0.23	89,000	1
TOTAL			104.50			4,170

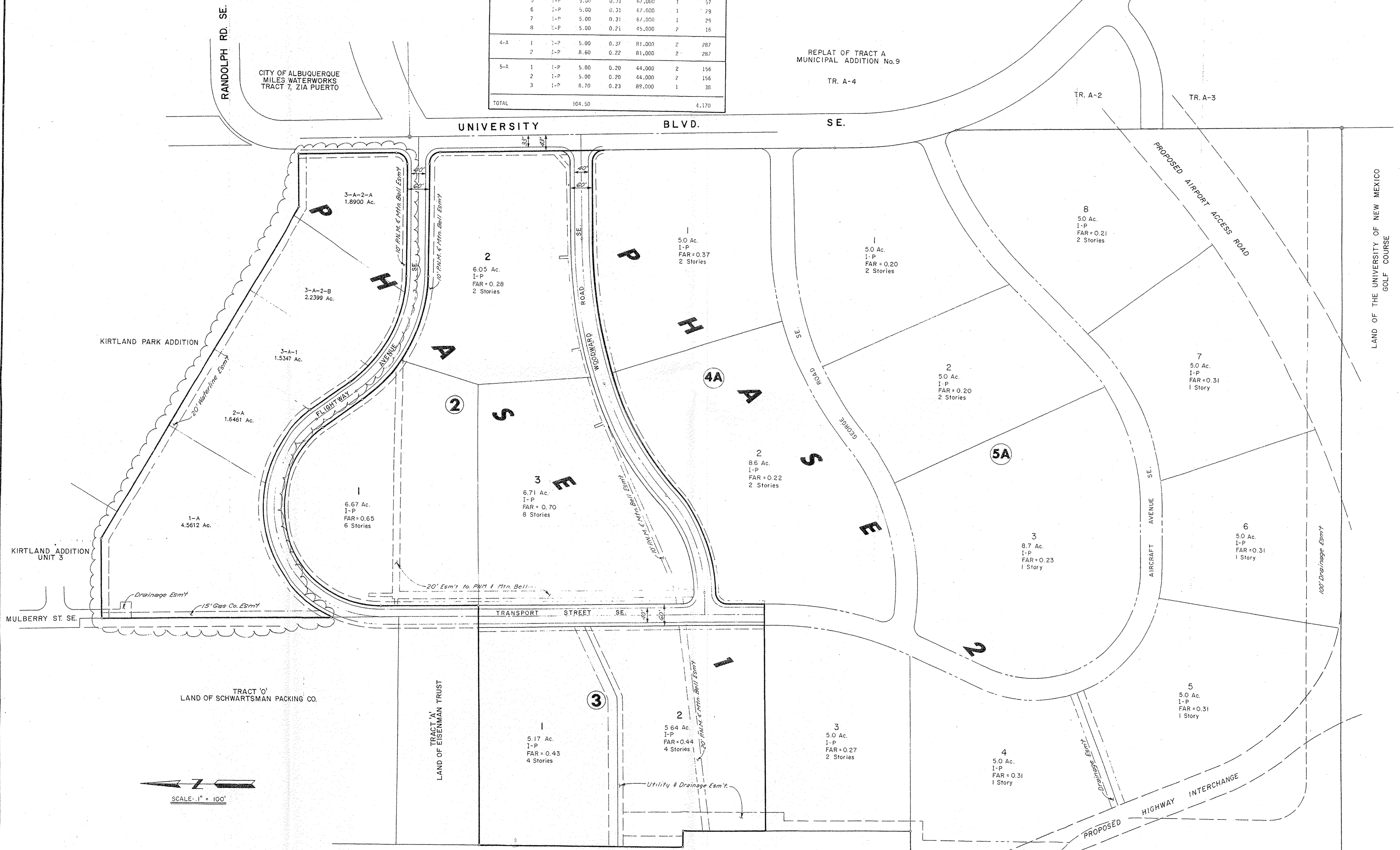
REPLAT OF TRACT A
MUNICIPAL ADDITION No.9

TR. A-4

TR. A-2

TR. A-3

UNIVERSITY BLVD. SE.



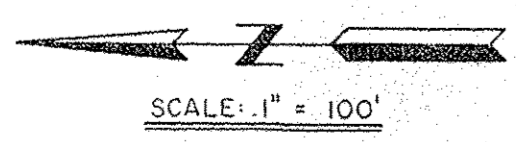
KIRTLAND PARK ADDITION

KIRTLAND ADDITION
UNIT 3

TRACT 'O'
LAND OF SCHWARTSMAN PACKING CO.

TRACT 'A'
LAND OF EISENMAN TRUST

LAND OF THE UNIVERSITY OF NEW MEXICO
GOLF COURSE



SCALE: 1" = 100'

INTERSTATE HIGHWAY 25

AMENDED BLOCK 1, LOTS 1 AND 2
NEW LOTS 1-A, 2-A, 3-A-1,
3-A-2-A AND 3-A-2-B.
7/6/99

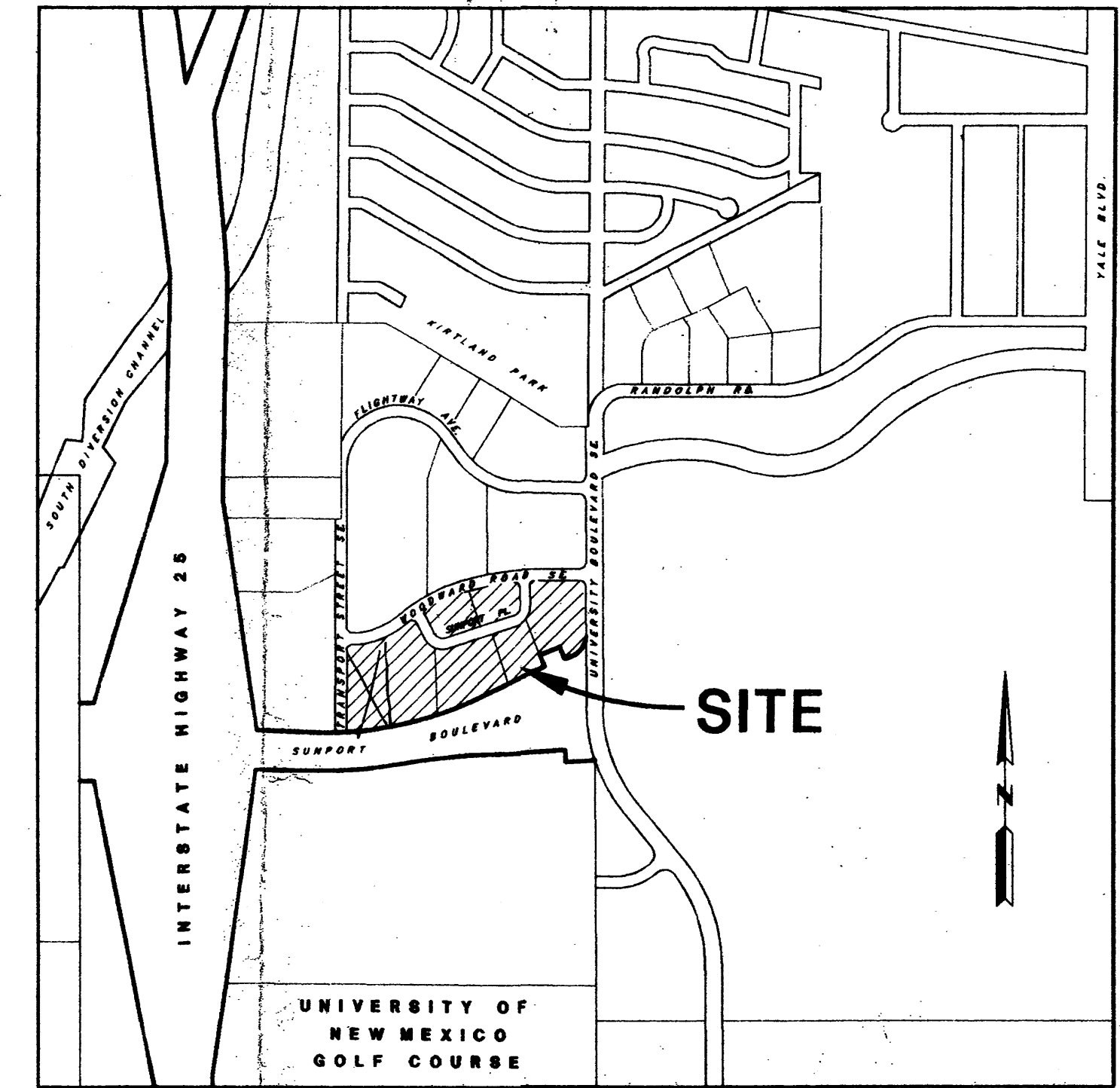
PORT PARK S 4-A AND 4-B DEVELOPMENT PLAN SUBDIVISION

PREPARED BY:

NSUS PLANNING, INC.
 LGC / LANDSCAPE ARCHITECTURE
 ALBUQUERQUE NEW MEXICO

AND

ASBURY & ROBERT, INC.
 CONSULTING ENGINEERS
 ALBUQUERQUE NEW MEXICO



LOCATION MAP
 ZONE ATLAS MAP No. M-15
 SCALE: 1" = 750'

INDEX

DESCRIPTION	SHEET NO.
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SITE DEVELOPMENT PLAN	2
DESIGN GUIDE LINES	3
CONCEPTUAL DRAINAGE PLAN	4

APPROVALS

DRB-96-131

THIS PLAN OF BLOCKS 4-A AND 4-B AMENDS THAT PORTION OF THE SITE DEVELOPMENT PLAN APPROVED BY THE ENVIRONMENTAL PLANNING COMMISSION ON MARCH 6, 1986, 7-85-96-1, AND SIGNED OFF BY THE DEVELOPMENT REVIEW BOARD ON APRIL 1, 1986. A SITE DEVELOPMENT PLAN FOR EACH PARCEL SHALL BE SUBMITTED AND APPROVED AT A PUBLIC HEARING BY THE CITY OF ALBUQUERQUE DEVELOPMENT REVIEW BOARD PRIOR TO ISSUANCE OF A BUILDING PERMIT.

<i>Karen L. Davis</i>	3-7-97
PLANNING DEPARTMENT	DATE
<i>Richard Davis</i>	1-28-97
TRANSPORTATION DEVELOPMENT	DATE
<i>Edward A. Strong</i>	2-3-97
PARKS AND GENERAL SERVICES	DATE
<i>Frank J. Argue</i>	3-7-97
CITY ENGINEER / AIA/PCA	DATE
<i>John M. Strong III</i>	1-28-97
UTILITY DEVELOPMENT	DATE

SUNPORT PARK BLOCKS 4-A AND 4-B SITE DEVELOPMENT PLAN DESIGN GUIDE LINES

General Use Plant Materials (cont'd)

Shrubs, Groundcovers, Flowers, and Vines

Euonymus spp.	Euonymus varieties
Forsythia intermedia	Forsythia
Hedera spp.	Ivy varieties
Hemorocallis spp.	Daylily varieties
Hibiscus syriacus	Rose of Sharon
Ilex spp.	Holly varieties
Juniperus chinensis spp.	Juniper varieties
Juniperus horizontalis spp.	Juniper varieties
Juniperus sabina spp.	Juniper varieties
Ligustrum japonica	Wax-leaf Privet
Lonicera japonica halliana	Hall's Honeysuckle
Mahonia aquifolium	Oregon Grape
Mahonia repens	Creeeping Mahonia
Nirahille multiflora	Giant Four O'clock
Nandina domestica spp.	Heavenly Bamboo varieties
Nepeta foasseni	Catmint
Parthenocissus laevis	Virginia Creeper
Perovskia atriplicifolia	Russian Sage
Photinia fraseri	Photinia
Photinia glabra	Japanese Photinia
Potentilla fruticosa	Shrubby Cinquefoil
Pyracantha spp.	Pyracantha varieties
Raphiolepis indica	India Hawthorn
Rhus microphylla	Littleleaf Sumac
Rhus trilobata	Threelobed Sumac
Ribes aureum	Golden Currant
Ribes cereum	Wax Currant
Rosa rugosa officinalis	Rosemary
Salvia dorrii	Desert Sage
Salvia greggii	Cherry Sage
Santolina chamaecyparissus	Lavender Cotton
Spartium lanceum	Spanish Broom
Spiraea spp.	Spiraea varieties
Syringa spp.	Lilac varieties
Verbena bipinnatifida	Fern Verbena
Verbena rigida	Verbena
Wegelia spp.	Wegelia varieties
Wisteria spp.	Wisteria varieties

Prohibited Plant Materials

Celtis spp.	Hackberry varieties
Populus spp.	Poplar varieties
Sophora japonica	Japanese Pagoda
Tamarix spp.	Salt Cedar varieties
Thuja spp.	Arborvitae varieties
Ulmus spp.	Elm varieties

SETBACKS

The use of building and parking area setbacks is required to provide space for the creation of visually attractive streetscapes. Required within these setbacks will be pedestrian walkways, screening devices and landscape improvements (refer to Landscape Standards). These measures are taken to ensure the aesthetic appeal of Sunport Park.

Building Setbacks

Buildings shall be located on each site according to the following setback dimensions except as provided in 14-16-3-3 of the zoning code:

- Front setback of not less than 20' from the R.O.W. line
- Side setback of not less than 10' from the R.O.W. line
- Rear setback of not less than 10' from the R.O.W. line

Parking Area Setbacks

15' allow for an appropriately sized landscape buffer adjacent to roadways, parking areas shall be setback as follows:

- 10' from the R.O.W. line

SIDEWALKS/BIKEWAYS

In addition to the required sidewalks, the City of Albuquerque has established a bikeway network. The Trails and Bikeway Facility Plan identifies University Blvd. as a Trail Plan Study Corridor.

SCREENING / WALLS AND FENCES

The effective use of screening devices for parking lots, loading areas, refuse collection, and delivery/storage areas is essential to limit their adverse visual impact on surrounding developments. The site orientation of the above service function shall be away from any street or pedestrian area. The guidelines established in the landscape and setback sections will provide the main element to screening objectionable views and activities. Walls and fences will also serve a major screening function within the Sunport Park landscape. However, if walls are not required for a specific screening or security purpose, they should not be utilized. The intent is to keep walls and fences as low as possible while performing their screening and security functions.

The following are standards to ensure effective screening of negative elements:

REQUIREMENTS

Employee and customer/client parking areas shall be screened from adjacent streets and properties with a combination of plant materials, walls, and earthen berms. Such screening shall have a minimum height of 3 feet.

Areas for the storage of high profile delivery/transport vehicles shall be screened from adjacent streets and properties with a masonry wall of no less than 6 feet in height above adjacent grade.

All outdoor refuse containers shall be screened with a minimum 6 foot tall masonry enclosure which is large enough to contain all refuse generated between collections.

The design and materials for refuse collection enclosures shall be compatible with the architectural theme of the site.

No refuse collection areas shall be allowed between any street and building front.

Barbed wire or concertina wire are not allowed in the Sunport Park.

SUGGESTIONS

Visitor parking should not be completely screened from adjacent streets. Appropriate signage and/or highlighted landscaping should be used to direct visitors.

When security fencing is required, it should be a combination of masonry pillars or short solid wall segments combined with decorative wrought iron or similar decorative fencing. (The use of chain link fencing is not acceptable.)

LIGHTING STANDARDS

In order to enhance the safety, security and visual aesthetics of the Sunport Park, careful consideration must be given to lighting design and features. To ensure a quality development, it is important to consider the daytime appearance of lighting fixtures. The lighting element is another site feature which contributes to the overall character of the development.

The following are a few general guidelines to consider for the design of the lighting system:

REQUIREMENTS

Placement of fixtures and standards shall conform to state and local safety and illumination requirements.

A design objective of the site lighting system must be to maximize public safety while not affecting adjacent properties, buildings, or roadways with unnecessary glare or reflection.

The height of parking area lights shall be in the range of 20 to 30 feet.

LIGHTING (cont'd)

SUGGESTIONS

Individual site lighting standards should blend with the architectural character of the building and other site fixtures.

Area lighting should be used to highlight public spaces and walkways. Area lighting standards may range from 10 to 15 feet in height. The use of walkway level lighting, such as bollard lights or wall pocket lights, is encouraged to accent pedestrian zones.

Additional landscape lighting is encouraged to enhance certain landscape features. Such lighting should be either ground level "bullet" lights concealed by plant materials, flush mounted "can" lights with waterproof enclosure, or be mounted in trees to "moonlight" areas.

SIGNAGE STANDARDS

These signage standards were developed as reasonable criteria to regulate the size, location, type, and quality of sign elements within Sunport Park. A properly implemented signage program will serve four very important functions: to direct and inform employees and visitors; to provide circulation requirements and restrictions; to provide for public safety; and, to complement the visual character of the development. These guidelines are to be used in conjunction with the City of Albuquerque Sunport Boulevard Design Overlay Zone requirements.

The following are general guidelines for signage design and placement:

REQUIREMENTS

All elements of a sign shall be maintained in a visually appealing manner.

Free-standing signs shall be designed that do not require any external bracing, angle-iron supports, guy wires or similar devices.

No signage is allowed that uses moving parts, makes audible sounds, or has blinking or flashing lights.

All signage shall be designed to be consistent with and complement the materials, color, and architectural style of the building or site location.

No sign shall overhang into the public right-of-way or extend above the building roof line.

Free-standing signs shall be allowed per the Sunport Boulevard Design Overlay Zone, City Council Bill R463.

Wall mounted signs shall be allowed per the Sunport Boulevard Design Overlay Zone, City Council Bill R463.

If signage is to be illuminated, it shall be in accordance with the City of Albuquerque Sign Regulations.

SITE/ARCHITECTURAL OBJECTIVES

Site

The creation of an active pedestrian environment in the Sunport Park is dependent upon creative site and architectural design. It is the Owner's desire to have the individual sites within the Park linked together as well as the surrounding neighborhoods. Important to the formation of a pedestrian-oriented development is the relationship between the buildings and the street. Too often buildings are placed in the center of the site and surrounded by parking, with no pedestrian connection between the structure and the street.

REQUIREMENTS

Parking areas shall be designed so that pedestrians walk parallel to moving cars. Minimize the need for pedestrians to cross parking aisles and landscaped islands.

Parking areas shall be designed to include a pedestrian link to the street sidewalk network.

All pedestrian paths shall be designed to be accessible to the handicapped (see Americans with Disabilities Act criteria for barrier-free design).

SUGGESTIONS

Pedestrian linkages in parking areas should be clearly visible and highlighted with enhanced paving and/or signage.

Long stretches of parking facilities adjacent to the streets should be avoided whenever possible.

New structures should be sited in a manner that will act to complement and provide linkages between surrounding structures.

New structures should be clustered to create plazas or pedestrian malls that include site amenities such as shade, seating, landscaping, etc.

Locate structures and on-site circulation systems to minimize pedestrian/vehicle conflicts and link structures to the public sidewalk where possible with textured paving, landscaping, etc.

Structures should be sited, keeping in mind the creation of "outdoor rooms" which may be used for pedestrian activities.

Architecture

Specific architectural style shall not be dictated. The design shall, however, demonstrate a high degree of quality ensuring pleasing aesthetics throughout the project. Architectural design should respond to climate, views, solar access, and aesthetic considerations, with development design being in harmony with adjoining projects.

Additionally, all buildings shall conform to the following requirements:

REQUIREMENTS

Buildings and structures erected within the site shall comply with all applicable City of Albuquerque zoning and building code requirements as well as other local applicable codes.

Building design and construction shall be used to create a structure with attractive sides of high quality, rather than placing all emphasis on the front elevation of the structure and neglecting or degrading the aesthetic appeal of the side and rear elevations. Finished building materials must be applied to all exterior sides of buildings and structures. Any accessory buildings and enclosure, whether attached or detached from the main building, shall be of similar compatible design and materials.

The roofline at the top of the structure shall incorporate offsets to prevent a continuous plane from occurring.

All rooftop equipment shall be screened from the public view by materials of the same nature as the building's basic materials.

SUGGESTIONS

Employ variety in structural forms that create visual character and interest. Avoid long, unarticulated facades. Facades should have varied front setbacks with wall planes not running in one continuous direction for more than 50 feet without a change in architectural treatment (i.e. 3' minimum offset, fenestration, material change, etc.).

Entries to structures should portray a quality appearance while being architecturally tied into the overall mass and building composition.

Windows and doors are key elements of any structure's form and should relate to the scale of the elevation on which they appear. The use of recessed openings help to provide depth and contrast on elevation planes.

Sensitive alteration of colors and materials should be used to produce diversity and enhance architectural forms.

The staggering of planes should be used along with an exterior wall elevation to create pockets of light and shadow, providing relief from monotonous exposure of facade.

Highly reflective surfaces, exposed, untreated precision block walls, and materials with high maintenance requirements are undesirable and should be avoided.

Wall materials should be chosen that will withstand abuse by vandals or accidental damage by machinery. Wall materials shall be easily repaired.

Berming in conjunction with landscaping should be used at the building edge to reduce structure mass and height along facades.

UTILITIES

To mitigate the negative visual image presented by some utility equipment and to ensure the overall aesthetic quality of the Sunport Park:

REQUIREMENTS

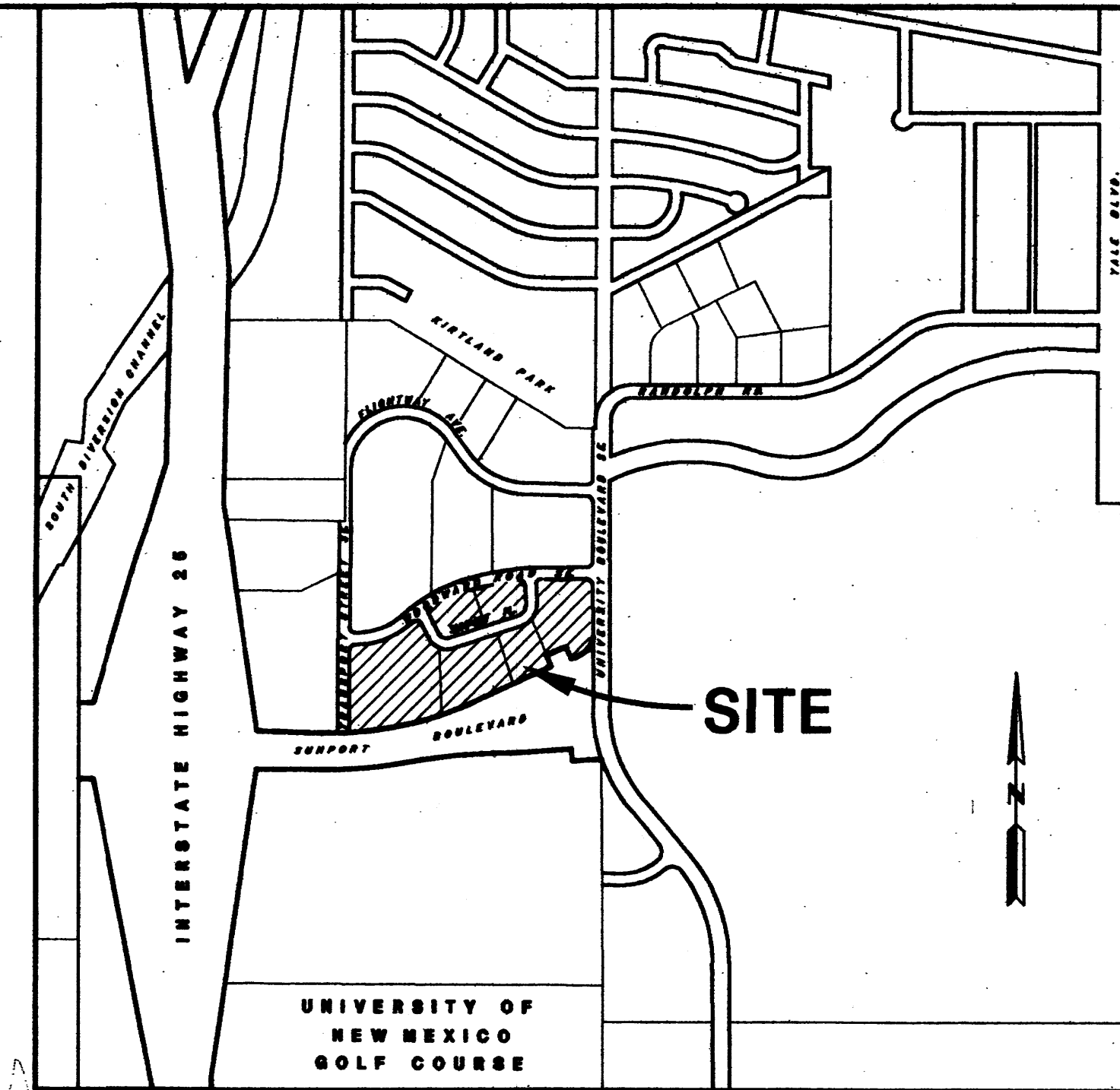
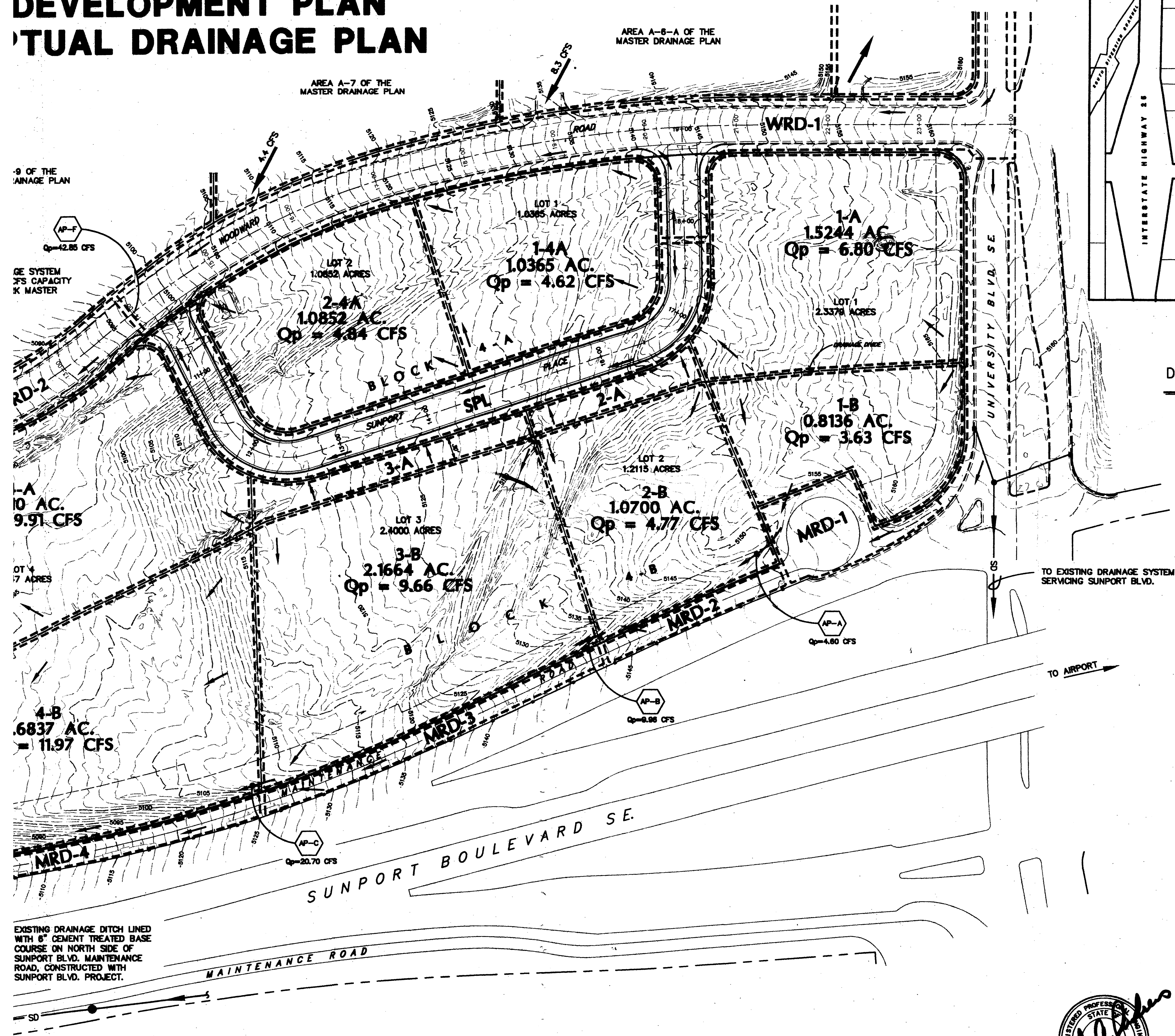
All electric distribution lines within the Park shall be placed underground except that existing overhead lines may remain.

Transformers, utility pads, and telephone boxes shall be appropriately screened with walls and/or vegetation when viewed from the public right-of-way.

SUGGESTIONS

When an above-ground backflow prevention device is required by the City of Albuquerque, the heated enclosure should be constructed of materials compatible with the architectural materials used as the main elements of the building. If pre-fabricated fiberglass enclosures are used they should be appropriately screened from view by walls and/or landscaping.

INPORT PARK BLOCKS 4-A AND 4-B DEVELOPMENT PLAN TYPICAL DRAINAGE PLAN



LOCATION MAP
ZONE ATLAS MAP M-15
SCALE 1" = 750'

DRAINAGE AREA DATA (FOR SMALL DRAINAGE AREAS)

DRAINAGE AREA DESIGNATION	AREA (Acres)	Qp (cfs)
WRD-1	1.7697	7.89
WRD-2	0.5023	2.24
SPL	0.9704	4.33
TSA	0.4339	1.94
TSB	0.4008	1.79
2-A	0.1416	0.63
3-A	0.2336	1.04
MRD-1	0.2183	0.97
MRD-2	0.1329	0.59
MRD-3	0.2422	1.08
MRD-4	0.2907	1.30

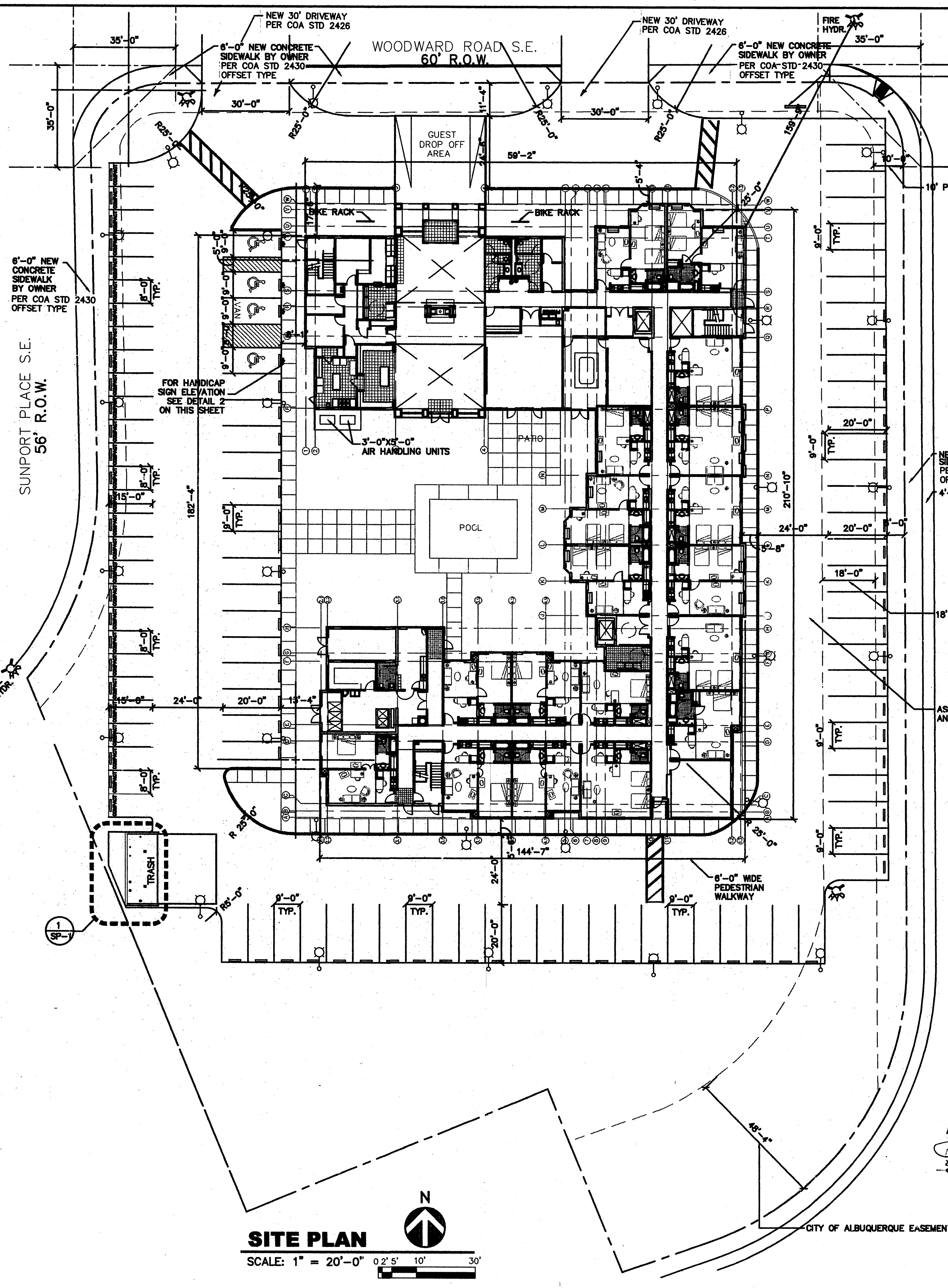
(SEE PLAN FOR LARGER DRAINAGE AREA DATA)

- NOTES
- SEE MASTER DRAINAGE PLAN FOR EXISTING DOWN STREAM DRAINAGE FACILITIES
 - TO CORRELATE THIS PLAN WITH THE MASTER DRAINAGE PLAN IT IS NOTED THAT ANALYSIS POINT AP-D, AP-E, AP-F, & AP-G SHOWN HEREON ARE THE SAME AS AP-C1, AP-C2, AP-5, & AP-8 RESPECTIVELY AS SHOWN ON THE MASTER DRAINAGE PLAN.

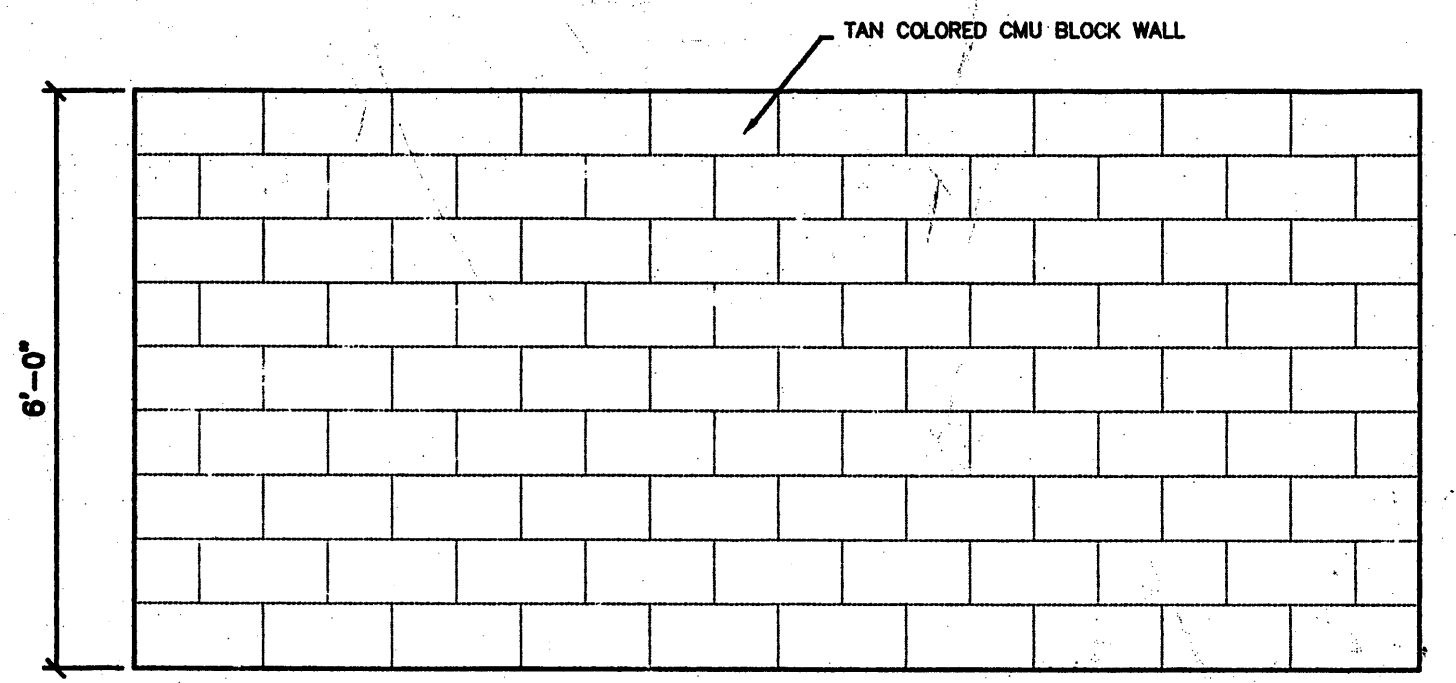
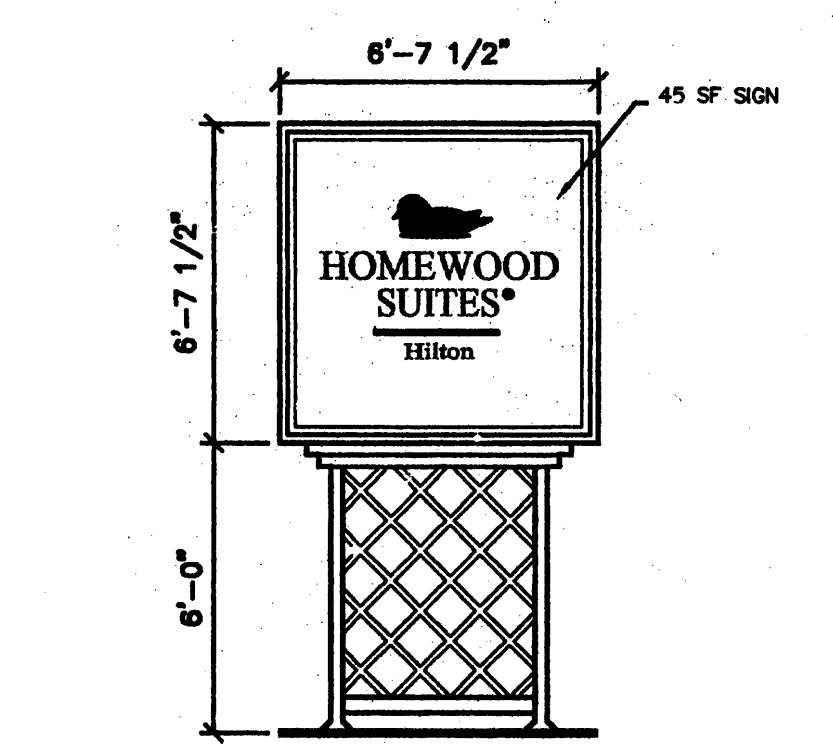
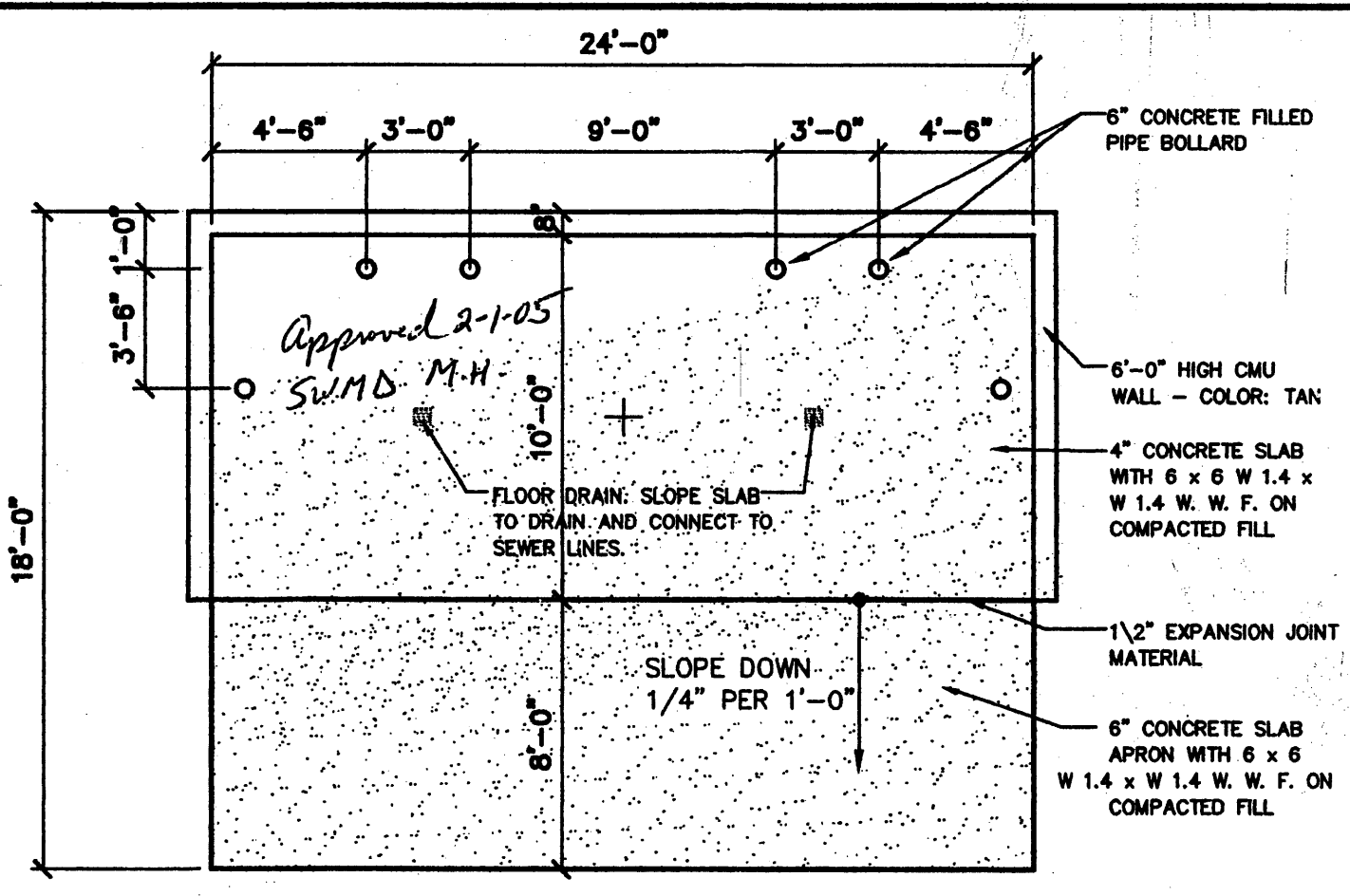
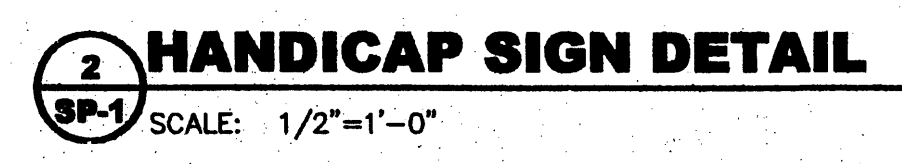
LEGEND

- 1-A DRAINAGE AREA DESIGNATION
- DRAINAGE AREA BOUNDARY
- AP-A ANALYSIS POINT & 100 YR PEAK RUN-OFF
Qp=40.9 CFS
- DIRECTION OF FLOW - DEVELOPED
- EXISTING CONTOUR
- SD EXISTING STORM DRAIN

[Signature]
12-26-96



SITE PLAN
SCALE: 1" = 20'-0" 0'2" 5' 10' 30'



AREA SUMMARY

FIRST FLOOR	20,865 SF
SECOND FLOOR	18,353 SF
THIRD FLOOR	20,170 SF
FOURTH FLOOR	20,170 SF
TOTAL AREA	79,558 sf

CONSTRUCTION TYPE VB (WITH AUTOMATIC SPRINKLER THROUGHOUT)

PARKING TABULATION

90 PARKING SPACES REQUIRED
99 PARKING SPACES PROVIDED
88 STANDARD SPACES
28 COMPACT SPACES
03 HANDICAP CAR SPACES
01 HANDICAP VAN SPACE
100 TOTAL PARKING PROVIDED

BIKE TABULATION

05 BIKE SPACES REQUIRED
06 BIKE SPACES PROVIDED

VICINITY MAP N-10-Z

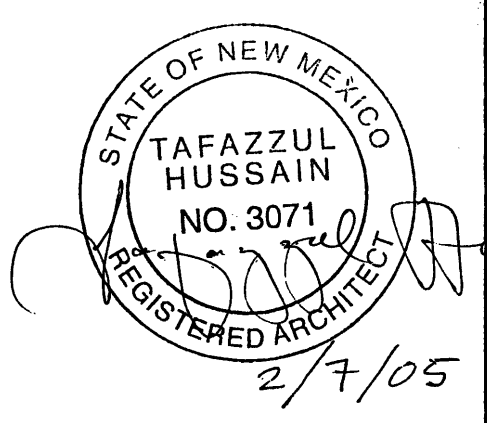
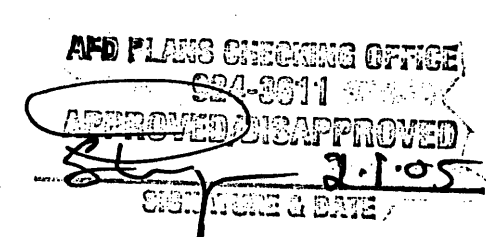
ZONING: SU-1 FOR MOBILE HOMES

LEGAL DESCRIPTION:
PHASE I - TRACT 1 SUNSHINE COUNTRY SUBDIVISION
PHASE II - TRACT 2 SUNSHINE COUNTRY SUBDIVISION

APPROVALS

CASE NUMBER: DRB ~~98-84~~ 1000816
05-00005

<i>M. Nakson</i>	4/6/05
CITY PLANNER, ALBUQUERQUE PLANNING DEPT.	DATE
<i>DR SAJ</i>	2-9-05
TRAFFIC ENGINEER, TRANSPORTATION DIVISION	DATE
<i>David Thomas</i>	2-9-05
DESIGN AND DEVELOPMENT, CIP	DATE
<i>Roger A. Sheen</i>	2-9-05
PUBLIC WORKS, UTILITIES DIV.	DATE
<i>Bradley L. Dingham</i>	2/9/05
CITY ENGINEER, ENGINEERING DIV./AMAFCA	DATE



REFERENCE CASES:
ZONING: Z 97-109
ANNEXATION: AX 97-19 (CITY COUNSEL ORD. 0-3)

Planning

LEGEND
POLE MOUNT FIXTURE, 175W METAL HALIDE, FLAT GLASS CUTOFF ON 16 FOOT STRAIGHT SQUARE STEEL POLE. SEE ATTACHED CUT-SHEET.

HOMWOOD SUITES[®]
Hilton
SITE PLAN

NORTH 1"=20'-0"

AFRA Construction & Design
7004 Avenida La Costa NE
Albuquerque, New Mexico 87109
Tel 505.315.1482

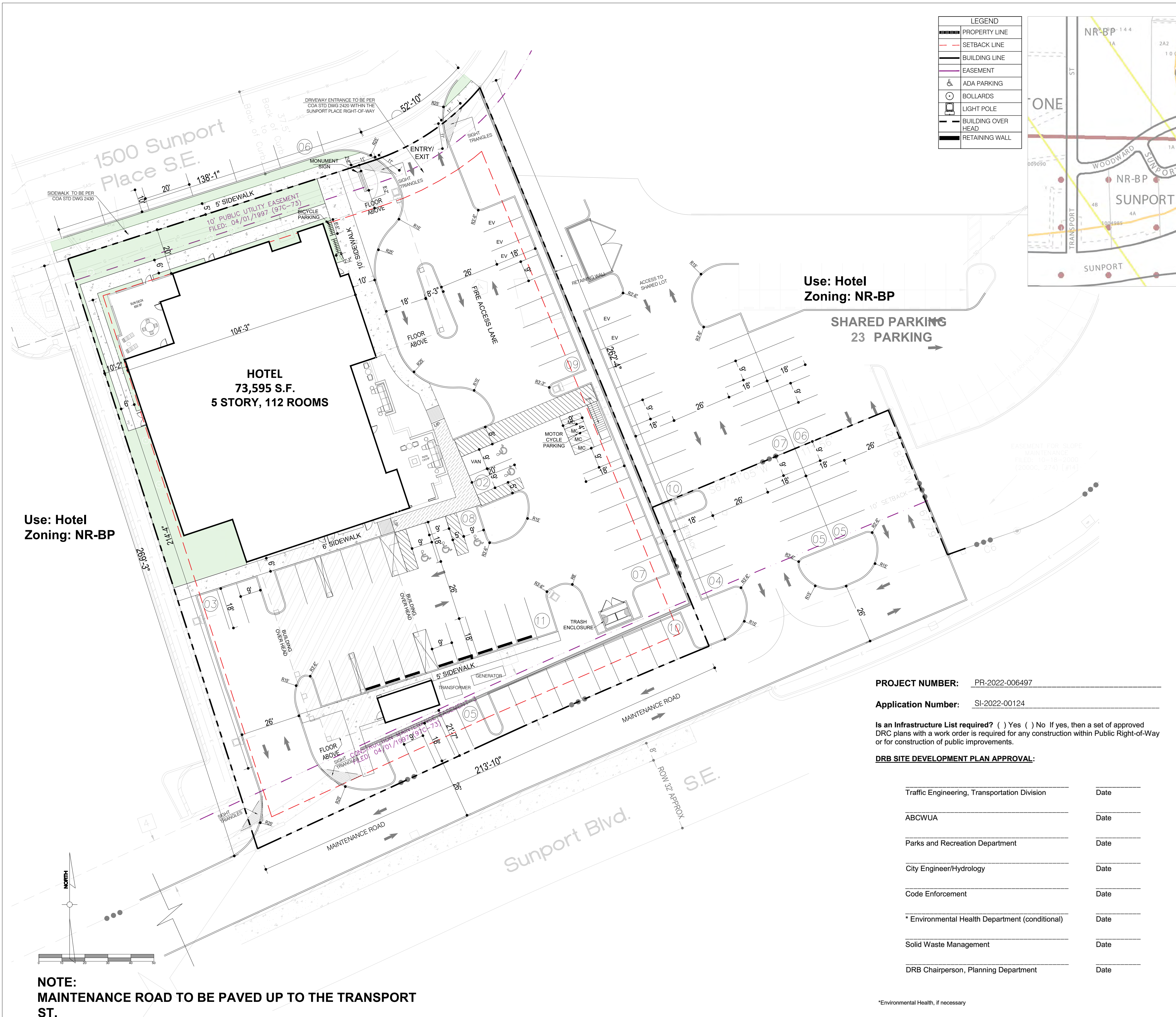
HOMWOOD SUITES[®]
Hilton
ALBUQUERQUE AIRPORT LOCATION
ALBUQUERQUE, NM 87109

REV.	DATE	DESCRIPTION	APVD
1			
2			
3			
4			

STATE OF NEW MEXICO
TAFAZZUL HUSSAIN
NO. 3071
REGISTERED ARCHITECT
2/7/05

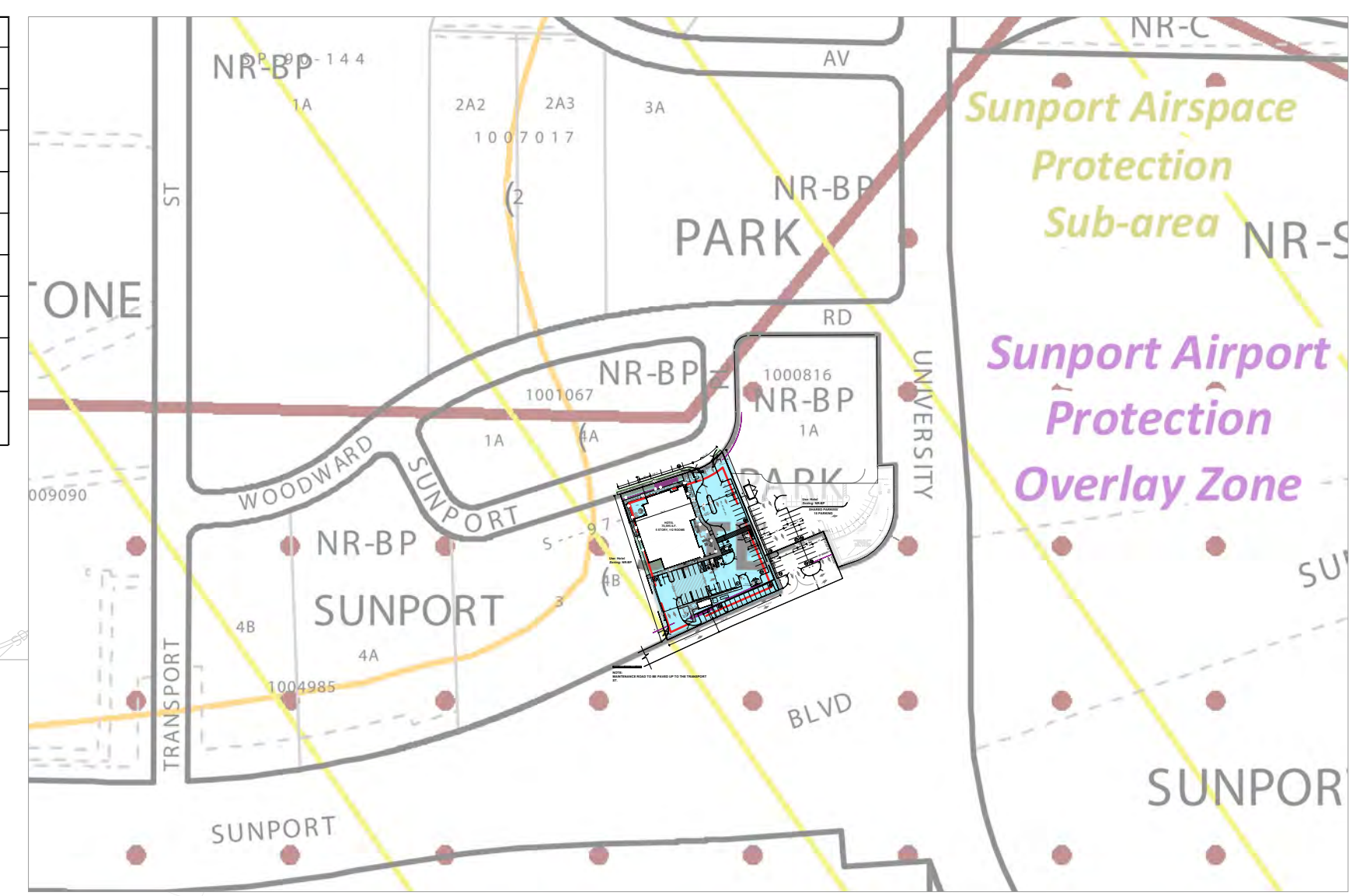
SP-1
01.31.05

1000816



LEGEND

- PROPERTY LINE
- SETBACK LINE
- BUILDING LINE
- EASEMENT
- ADA PARKING
- BOLLARDS
- LIGHT POLE
- BUILDING OVER HEAD
- RETAINING WALL



VICINITY MAP
SCALE- 1"=100'-0"

Use: Hotel
Zoning: NR-BP

SHARED PARKING
23 PARKING

HOTEL
73,595 S.F.
5 STORY, 112 ROOMS

Use: Hotel
Zoning: NR-BP

PROJECT NUMBER: PR-2022-006497

Application Number: SI-2022-00124

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 APPROVAL:

Traffic Engineering, Transportation Division	Date
ABCWUA	Date
Parks and Recreation Department	Date
City Engineer/Hydrology	Date
Code Enforcement	Date
* Environmental Health Department (conditional)	Date
Solid Waste Management	Date
DRB Chairperson, Planning Department	Date

*Environmental Health, if necessary

2/16/2018

SITE DATA

Proposed Use: Hotel (112 Rooms)
Zoning: NR-BP (Non-residential business Park)
Overlay: Albuquerque International Sunport Airport Protection Overlay Zone
Lot Area: 60,059 SQ. FT. (1.377 Acres)
Legal Description: Lot 2, Block B4, Sunport Park
Building Coverage: 15,484 SQ. FT. (25.78%)

Setback:	Required	Provided
Front	20 ft	20 ft
Side	10 ft	10 ft
Back	10 ft	10 ft

Max. Building height Allowed : 65 feet
Max. Building height Provided : 60'11-1/2" (till roof lvl)

PROJECT MATRIX

ROOM TYPE	1ST	2ND	3RD	4TH	5TH	TOTAL	%	NO. OF BEDS
KING	0	16	16	16	64	57%		64
KING ACCESSIBLE(TUB)	0	0	1	1	0	2%	60%	2
KING ACCESSIBLE(RIS)	0	1	0	0	0	1%		
QUEEN/QUEEN	0	3	3	3	12	11%		24
QUEEN/QUEEN(4'-6" TUB)	0	3	3	3	12	11%		24
QUEEN/QUEEN(5'-0" TUB)	0	4	4	4	17	15%	40%	34
QUEEN/QUEEN ACCESSIBLE(CUSTOM RIS)	0	1	0	0	1	1%		
QUEEN/QUEEN ACCESSIBLE(CUSTOM TUB)	0	0	1	1	3	3%		6
GRAND TOTAL	0	28	28	28	112	100%	100%	154

CONNECTING ROOM IS 29%

FLOOR AREA (SF)

FLOOR PLAN	AREA (SF)
1ST LEVEL FLOOR PLAN+PODIUM PARKING	11,586
2ND LEVEL FLOOR PLAN	15,484
3RD LEVEL FLOOR PLAN	15,484
4TH LEVEL FLOOR PLAN	15,484
5TH LEVEL FLOOR PLAN	15,484
TOTAL	73,520

PARKING MATRIX

PARKING TYPE	REQUIRED	PROVIDED
ACCESS PARKING INC. 1 VAN SPACE	5	5
STAND. PARKING SPACE	107	50
PARKING FROM LEASED LOT	--	14
ON- STREET PARKING	--	6
ON- SITE EV PARKING (counted as 2-4)	--	3
SHARED PARKING (HOMEWOOD)	--	23
TOTAL PARKING SPACES	112	101
BICYCLE PARKING	15**	16
MOTORCYCLE PARKING	4	4

NOTE:
**CALCULATION FOR 2 SPACES + 1 PER 6,000 SQ. FT. OF CONFERENCE, BAR AND BANQUET SPACE. APPROX. 3,600 SQ. FT. PROVIDED

- General Notes:**
- Site is within the 65 DNL noise contour sub-area of the Albuquerque International Airport protection overlay (APO) zone. Construction of the hotel shall provide 10 decibels extra noise reduction over the industry average for similar structures.
 - The establishment shall have airport hazard insurance.
 - Landscaping and signage will not interfere with clear sight requirement. Therefore, signs, walls, trees, and shrubbery between 3 feet and 8 feet tall (as measured from the gutter pan) will not be permitted in the clear sight triangle.
 - All public infrastructure located within city right-of-way shall be included in a public work orders.
 - A Landfill Gas Study and Mitigation Design report dated January 13, 2022 was completed for this property and submitted to the Albuquerque Environmental Health Department. Subsurface debris was not detected when the property owner installed two vapor monitoring wells and landfill gases have not been detected during five days of monitoring the wells. The property owner is committed to developing the site according to the landfill gas mitigation recommendations contained in the report and no changes may be made to the site plan without prior approval from the Albuquerque Environmental Health Department.
 - Light fixtures and design shall comply with the City of Albuquerque Integrated Development Ordinance (IDO):Section 14-16-5-8 Outdoor Lighting.
 - All signage shall comply with the type and size requirements of IDO Section 14-16-5-12(F)(3)(f) Sunport Boulevard Small Area and shall be separately permitted.

NOTE:
MAINTENANCE ROAD TO BE PAVED UP TO THE TRANSPORT ST.

1 SITE PLAN
SCALE: 1"=20'-0"



BASE4
2901 CLINT MOORE ROAD #114
BOCA RATON, FLORIDA 33496
www.base-4.com



ALBUQUERQUE, NM

No.	ISSUE DATE	PROJECT STATUS

DATE: 2022.03.04

DRAWN BY: AZ

CHECKED BY: MK/SD

SCALE: AS NOTED

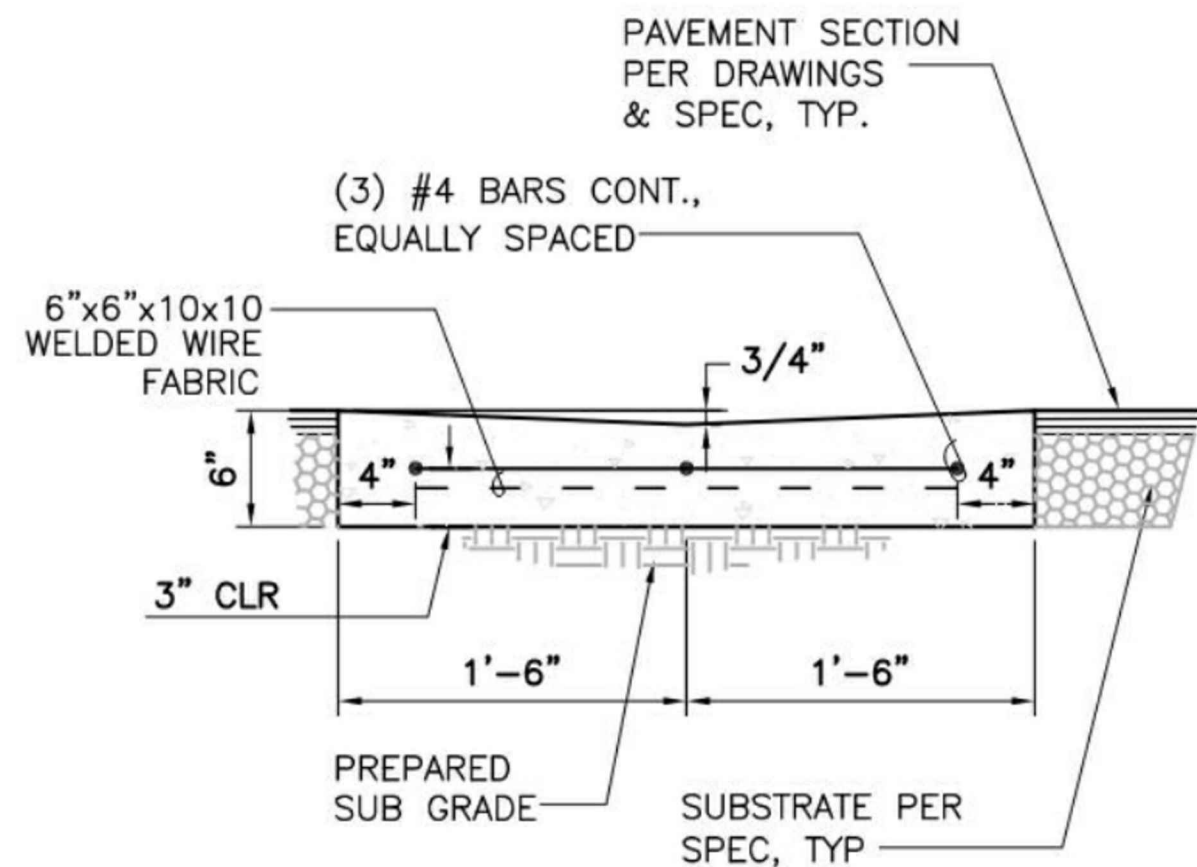
PROJECT NO.: B4-081-2101

SHEET NAME

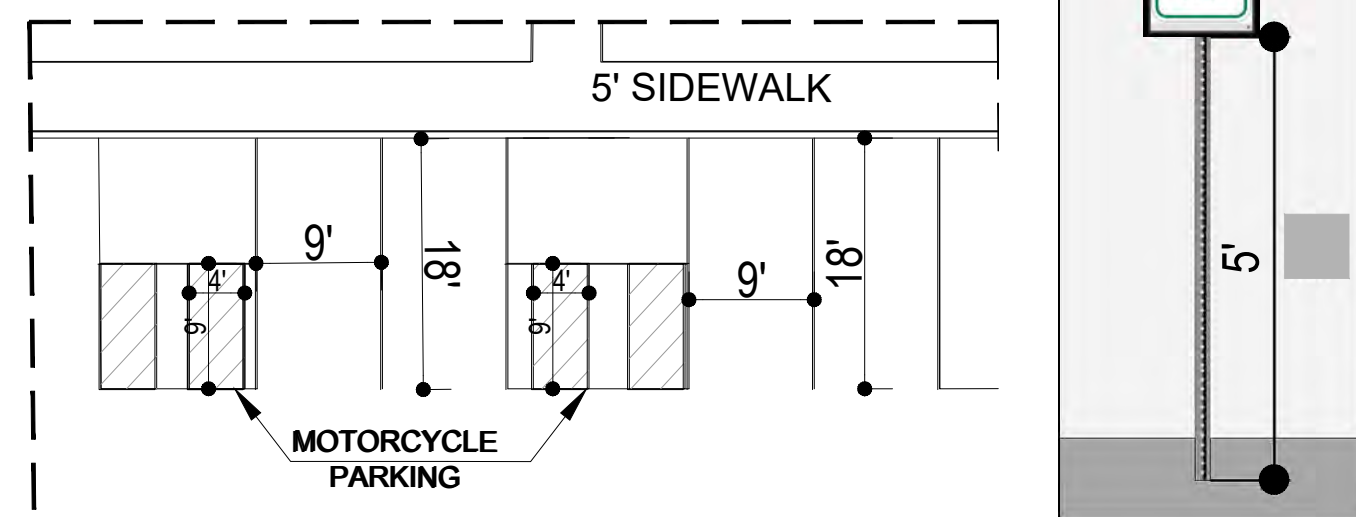
SITE PLAN

DRAWING NO.

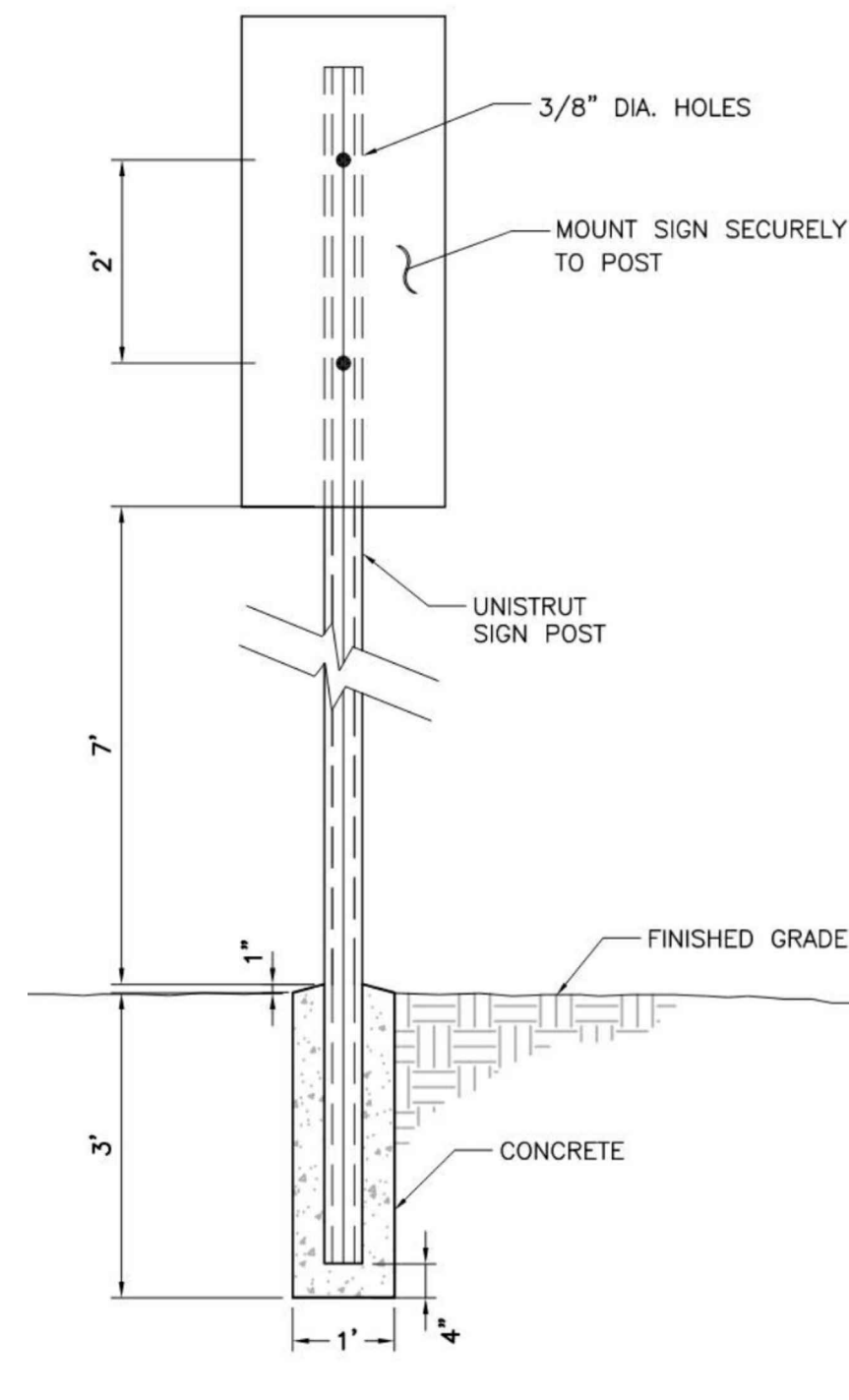
A1.1



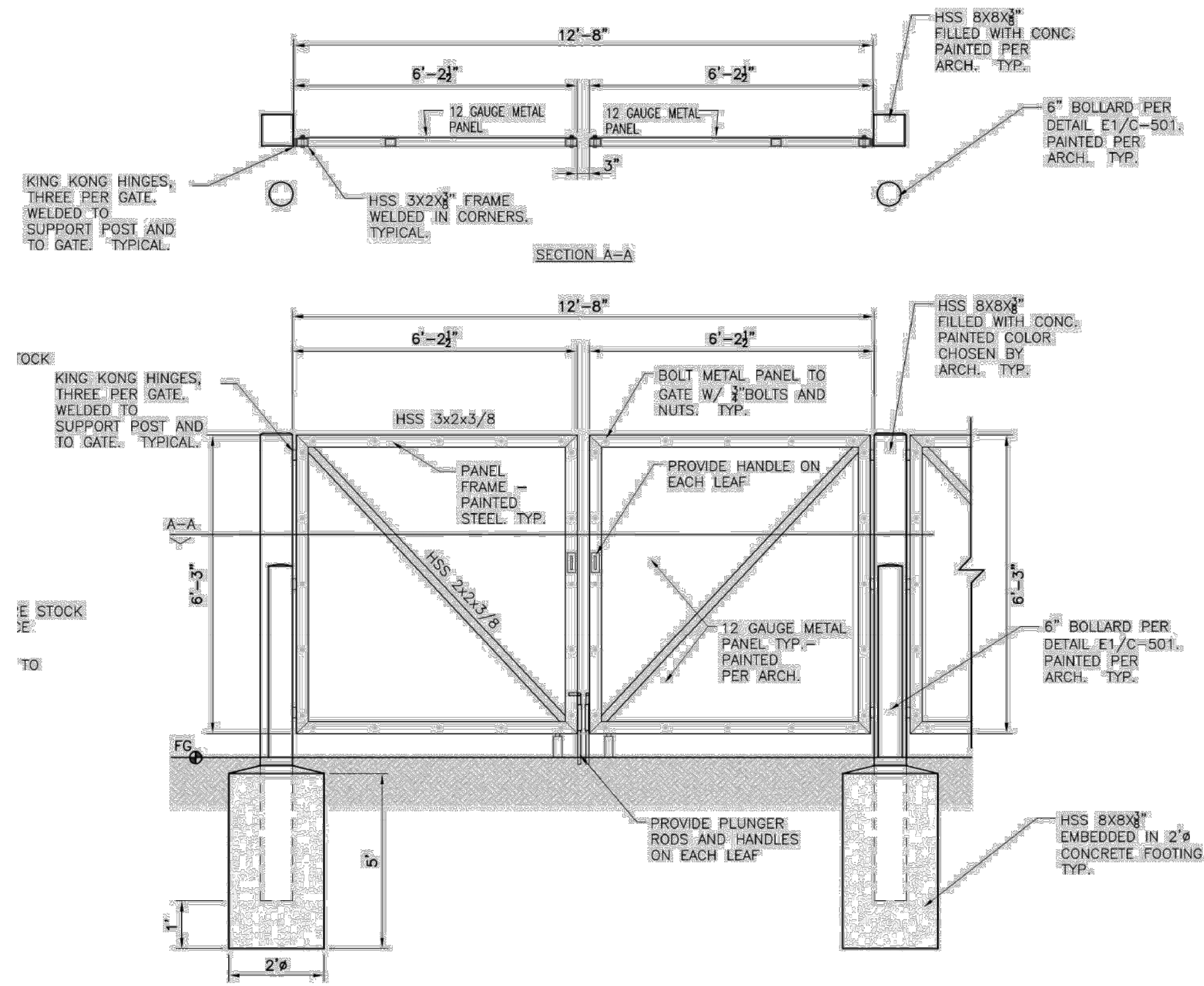
CONCRETE VALLEY GUTTER



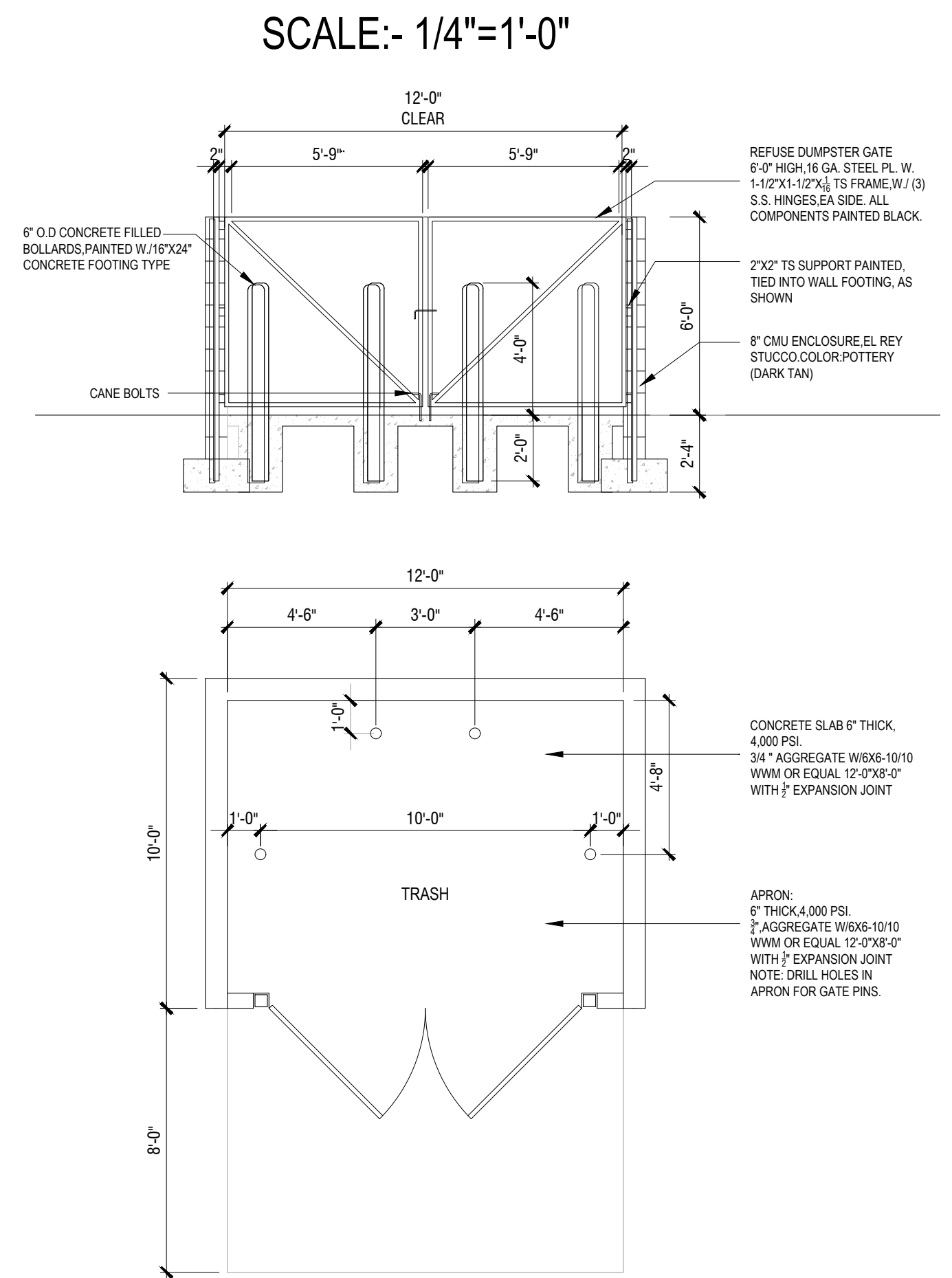
MOTORCYCLE PARKING AND SIGNAGE DETAIL



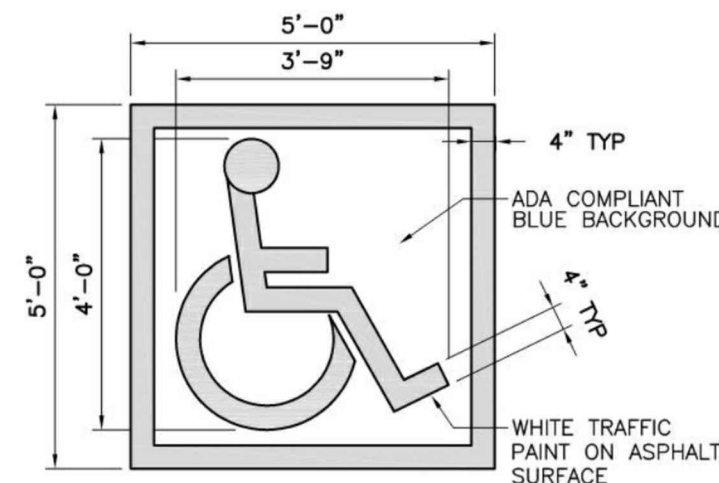
PARKING SIGN POST



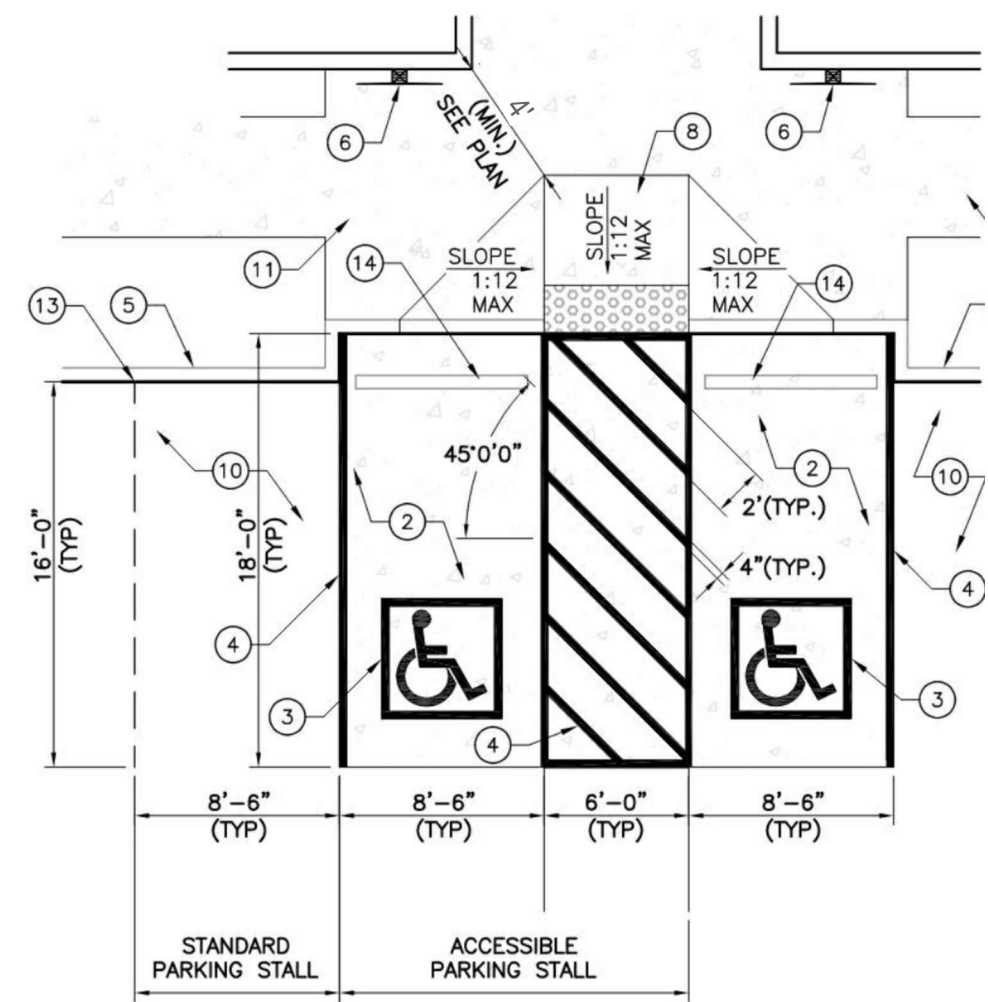
TRASH ENCLOSURE GATES



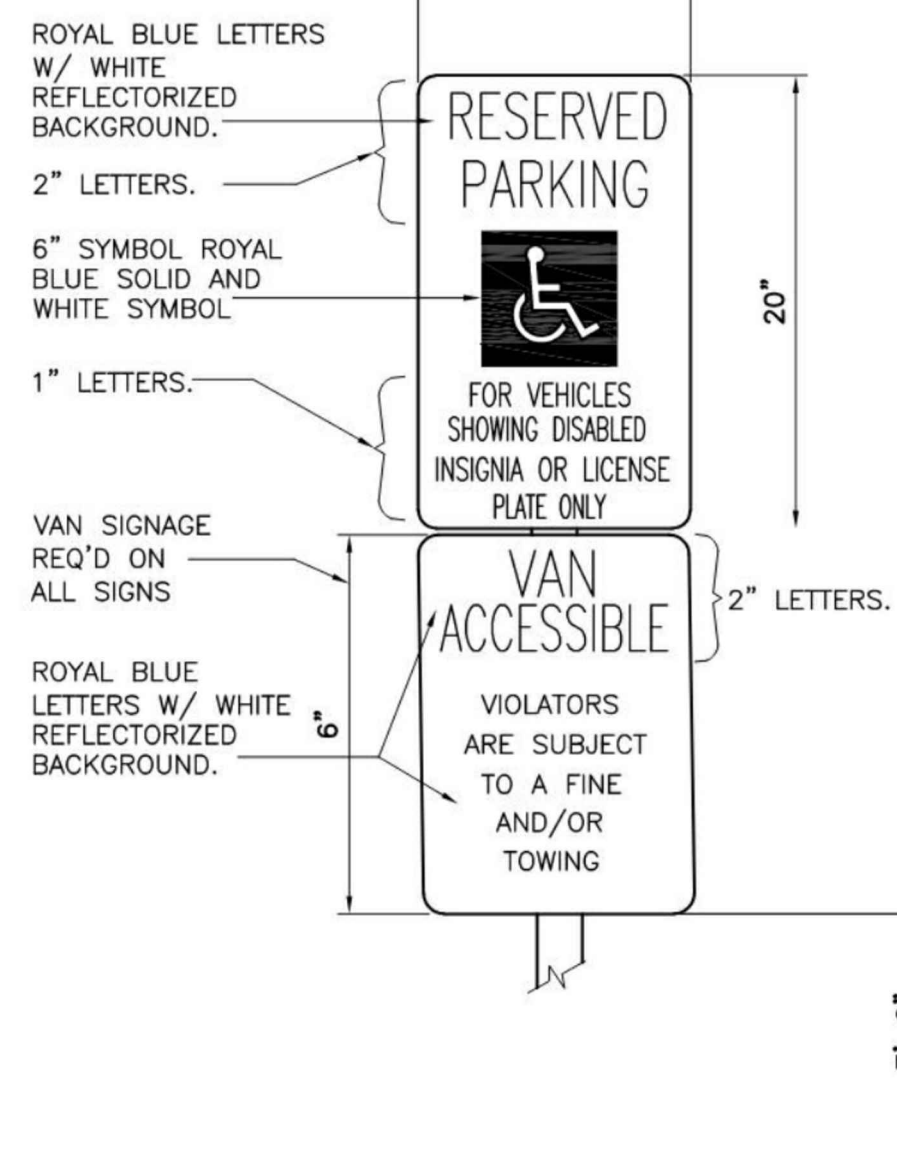
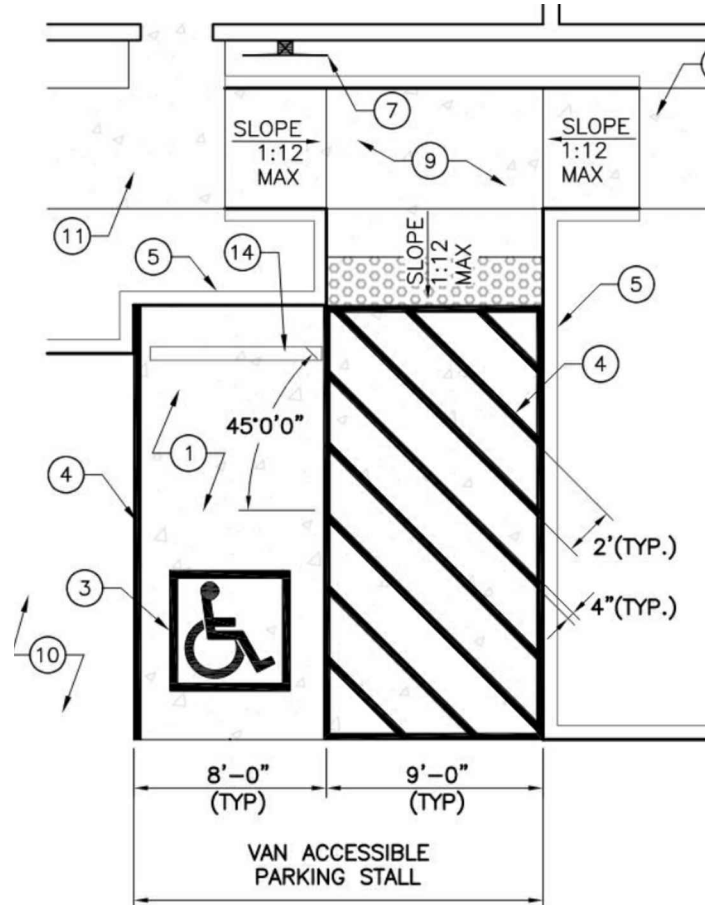
TRASH ENCLOSURE DETAIL



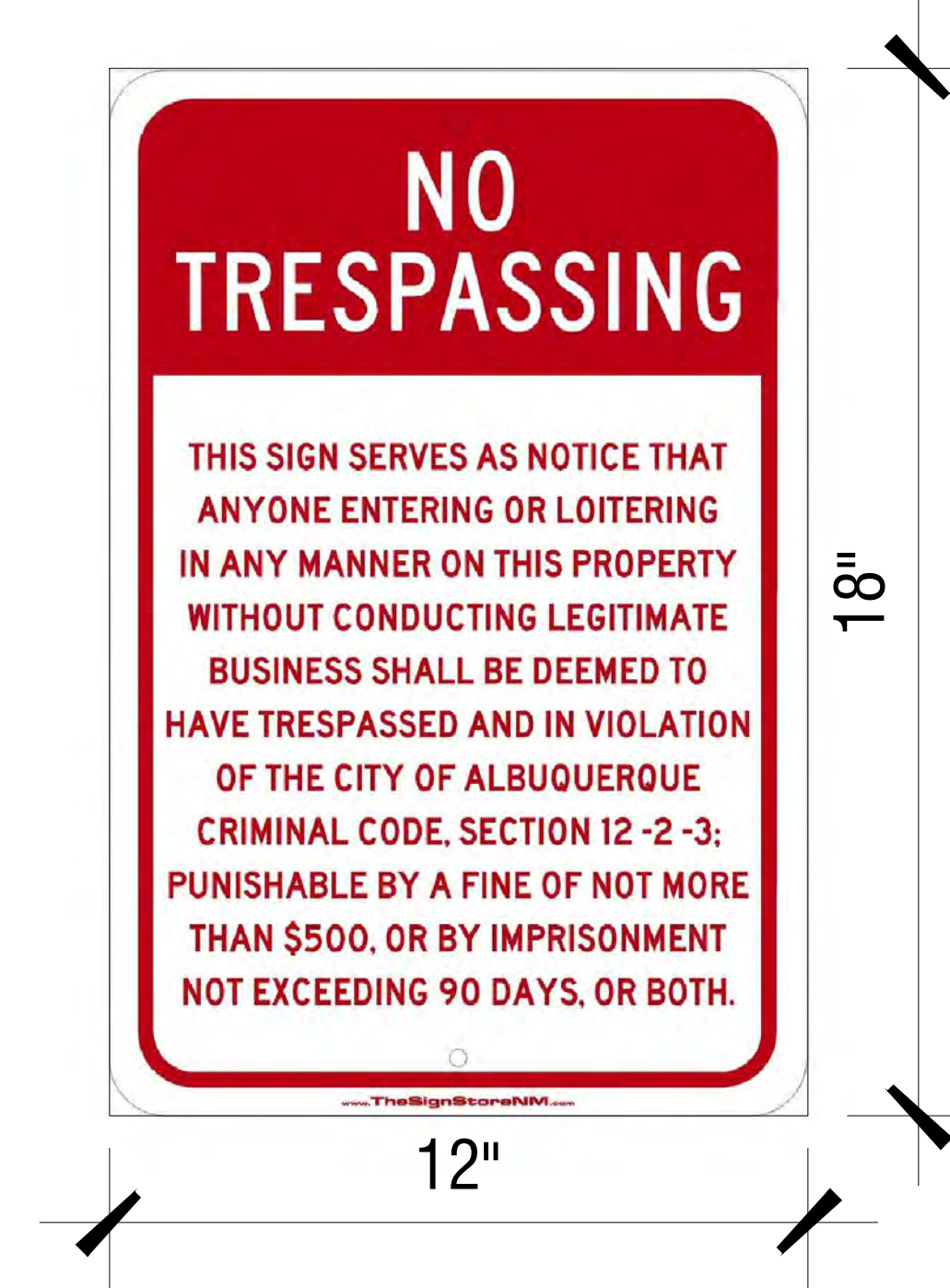
RESERVED SYMBOL



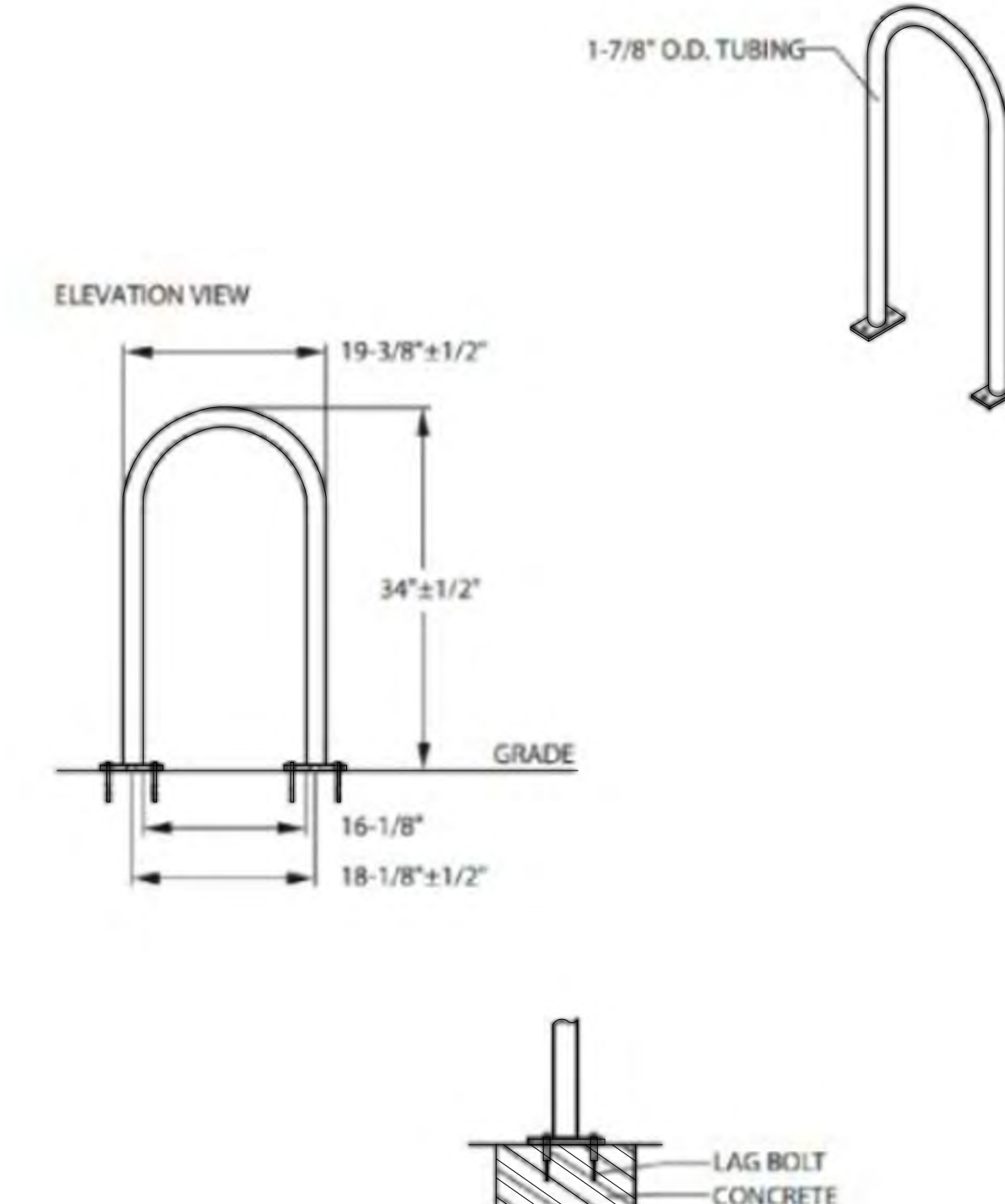
ADA PARKING STALL DETAIL



RESERVED PARKING SIGNS



NO TRESPASSING SIGN DETAIL



BICYCLE SIGN DETAIL

Seal



Owner:



ALBUQUERQUE, NM

No.	ISSUE DATE	PROJECT STATUS

DATE: 2022.03.04

DRAWN BY: AZ

CHECKED BY: MK/SD

SCALE: AS NOTED

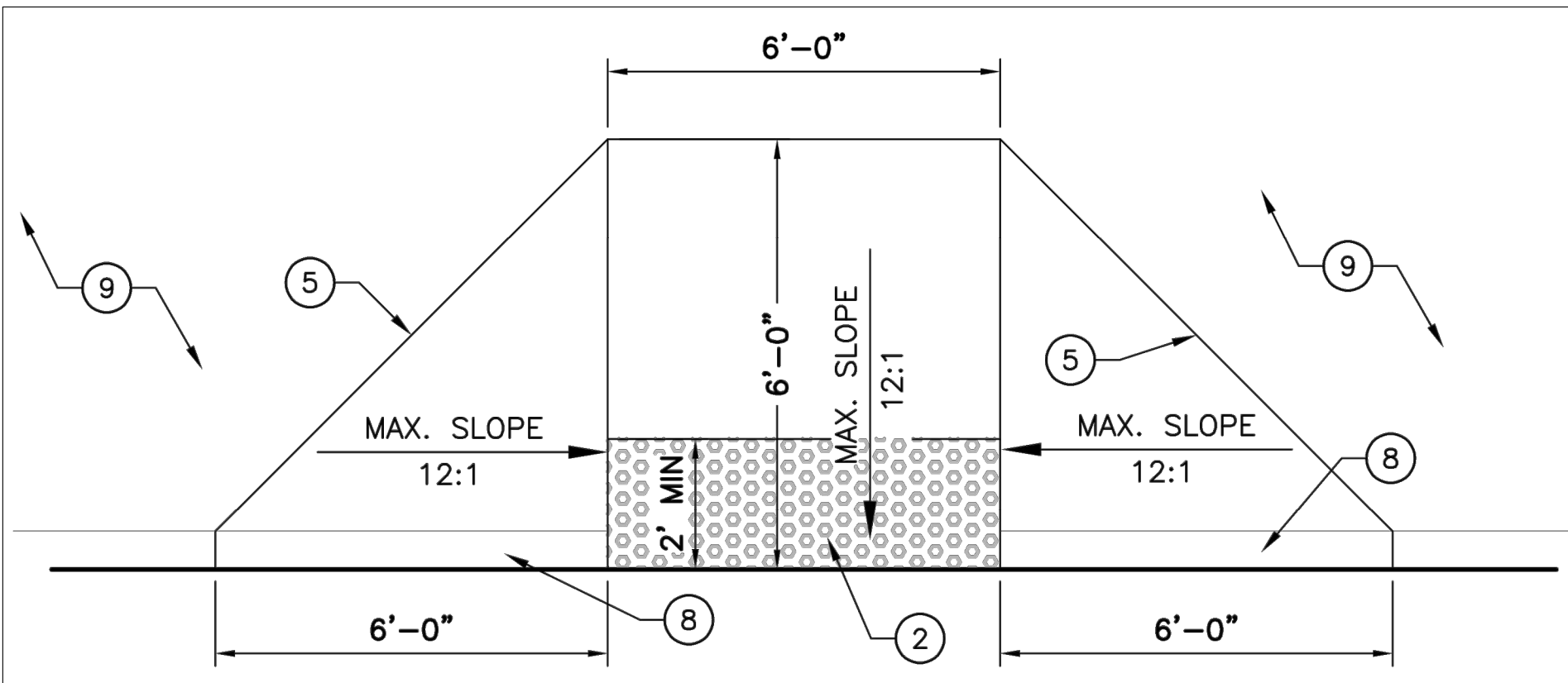
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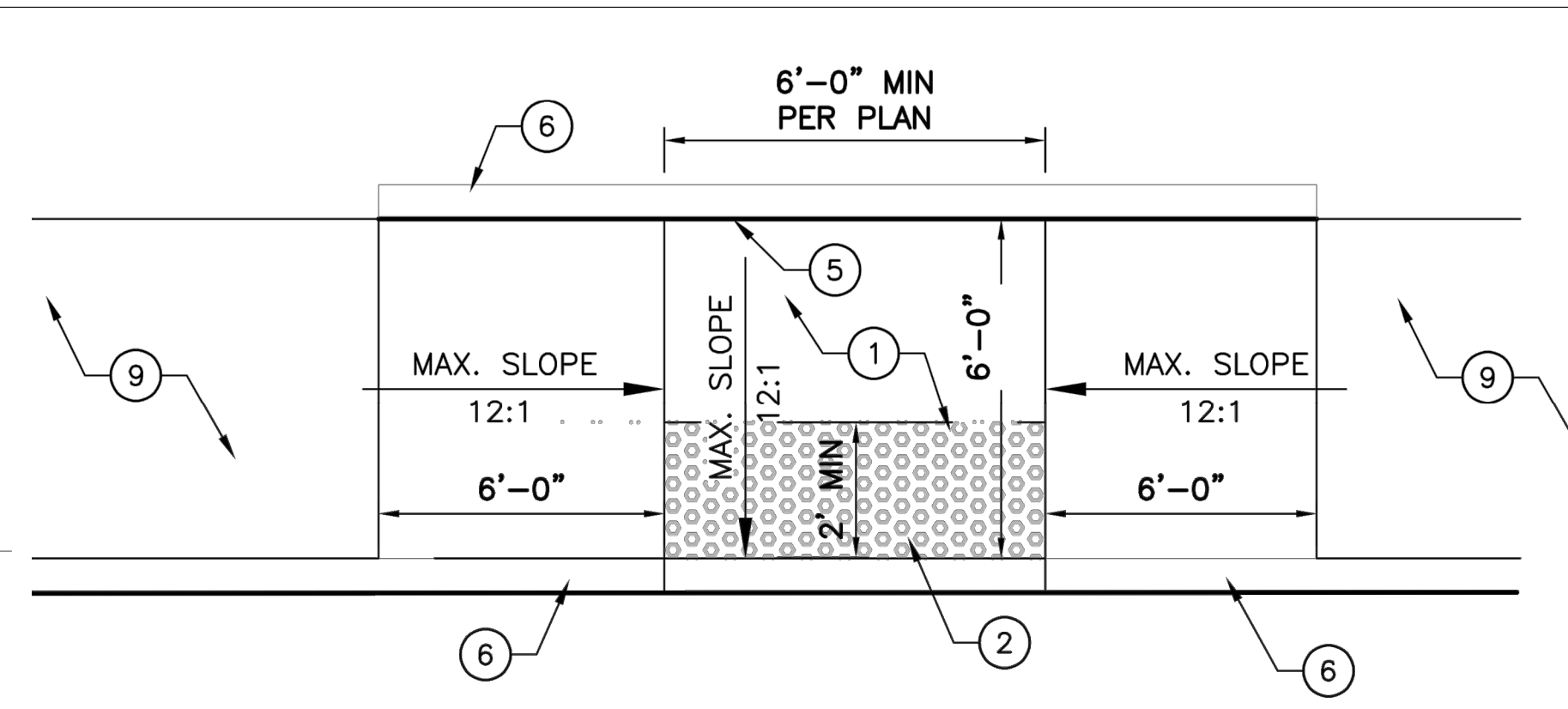
DETAILS

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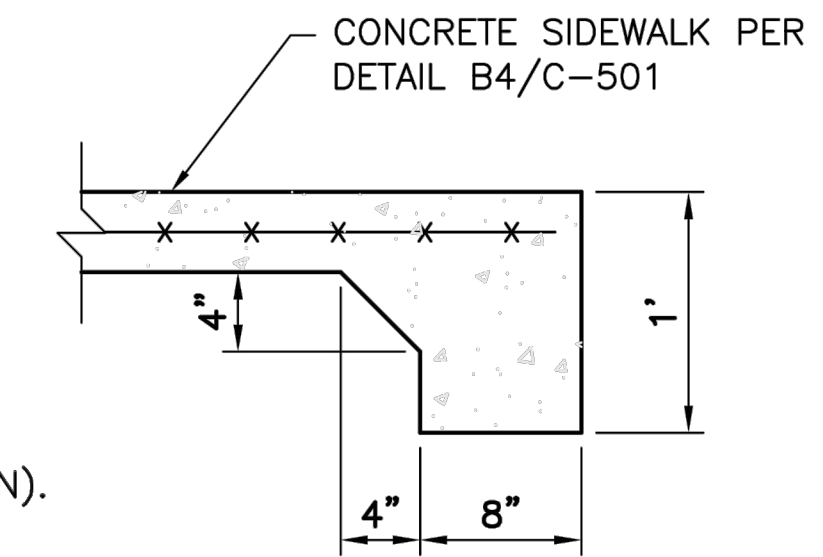
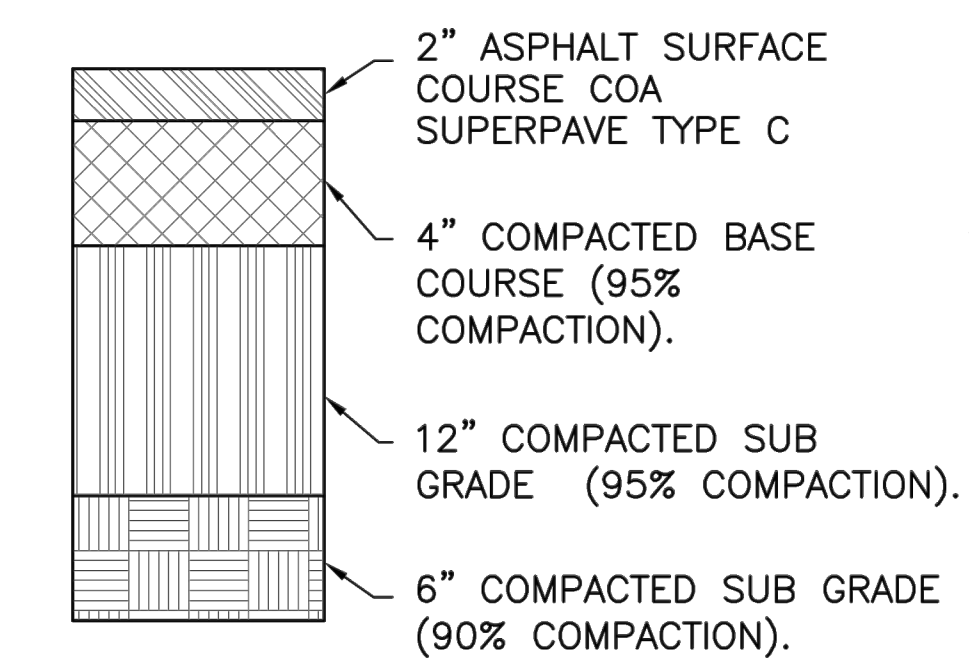
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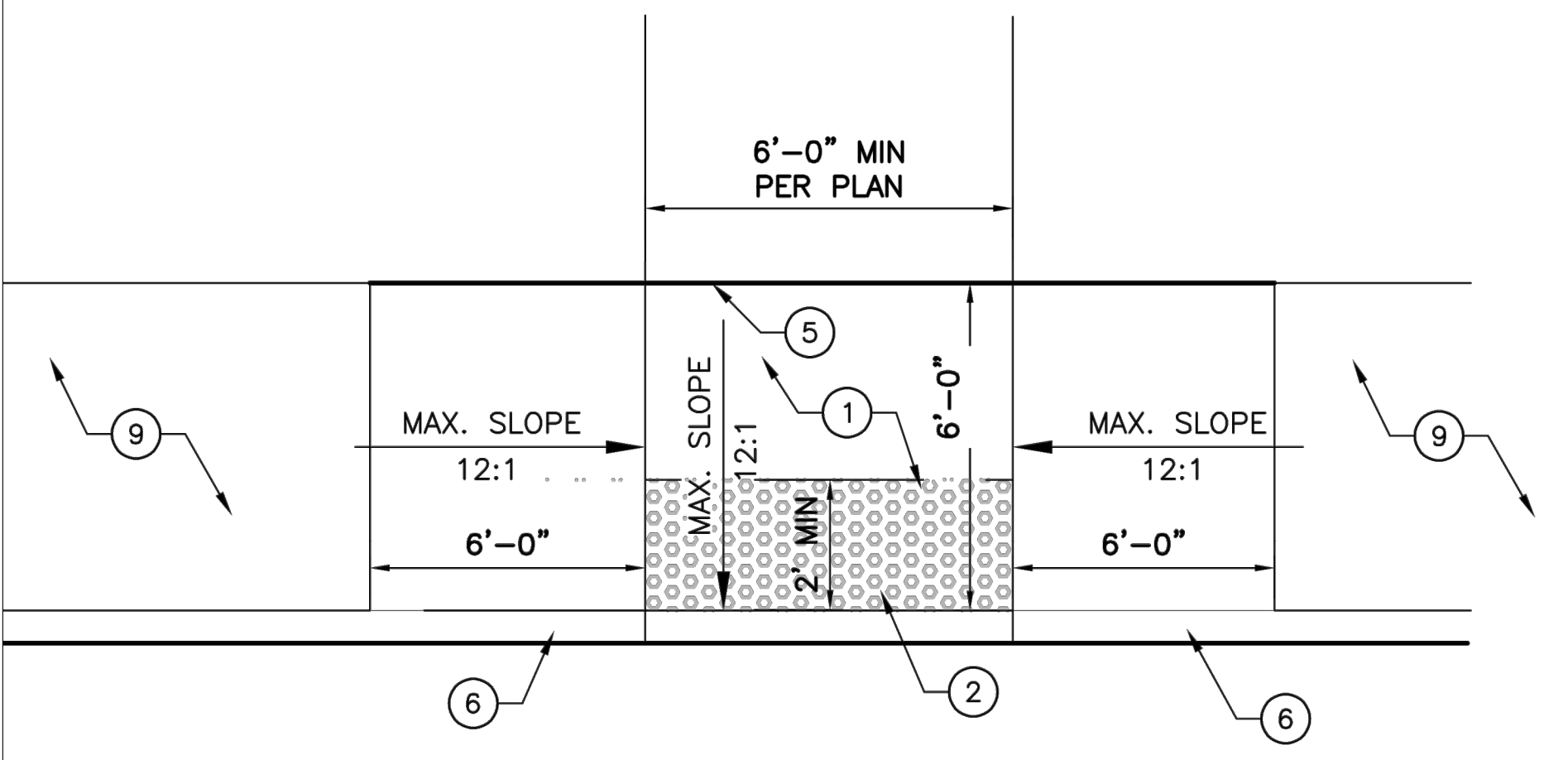
TYPE 'A' PLAN



PARKING LOT ASPHALT



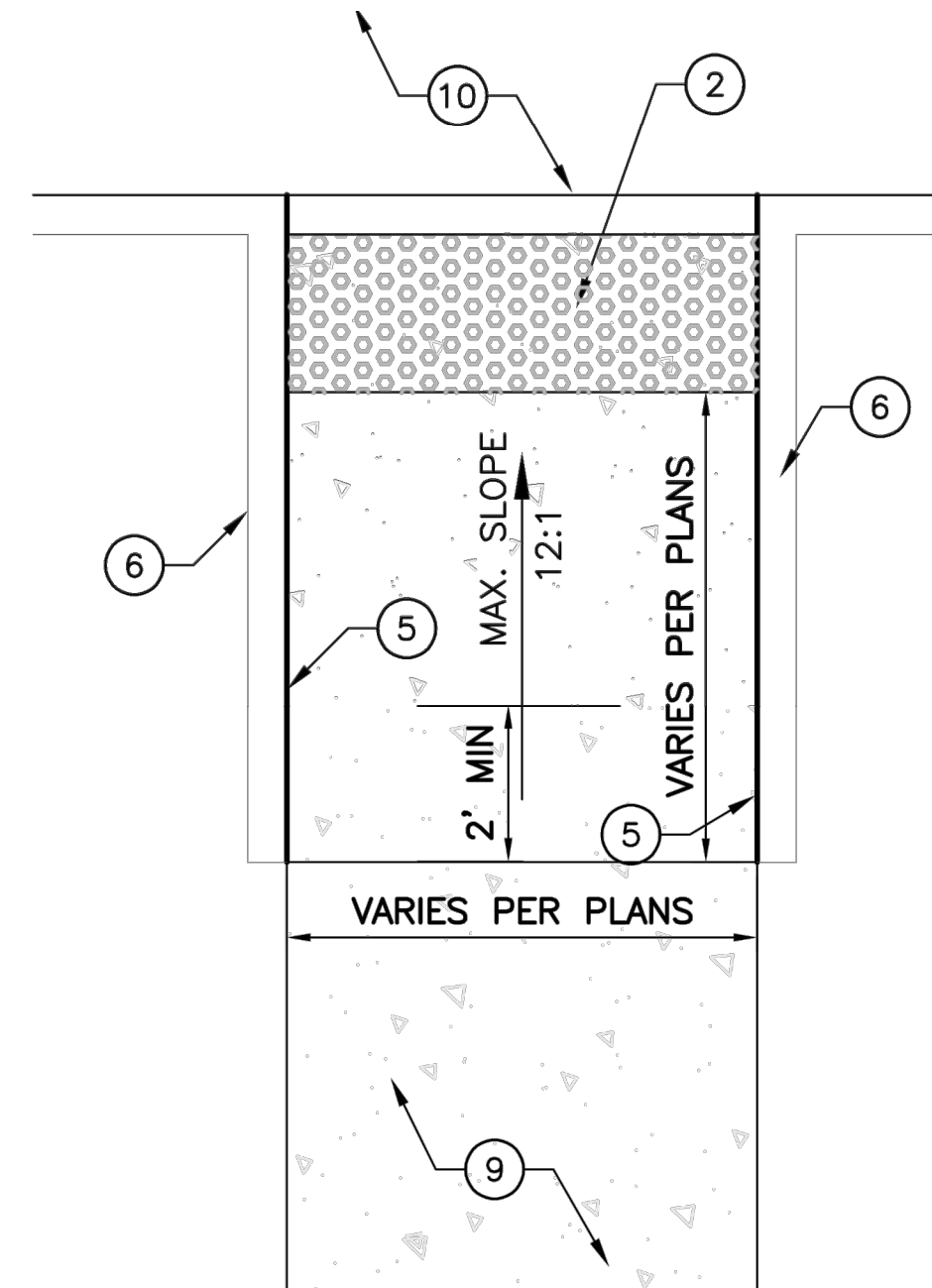
TURNDOWN EDGE



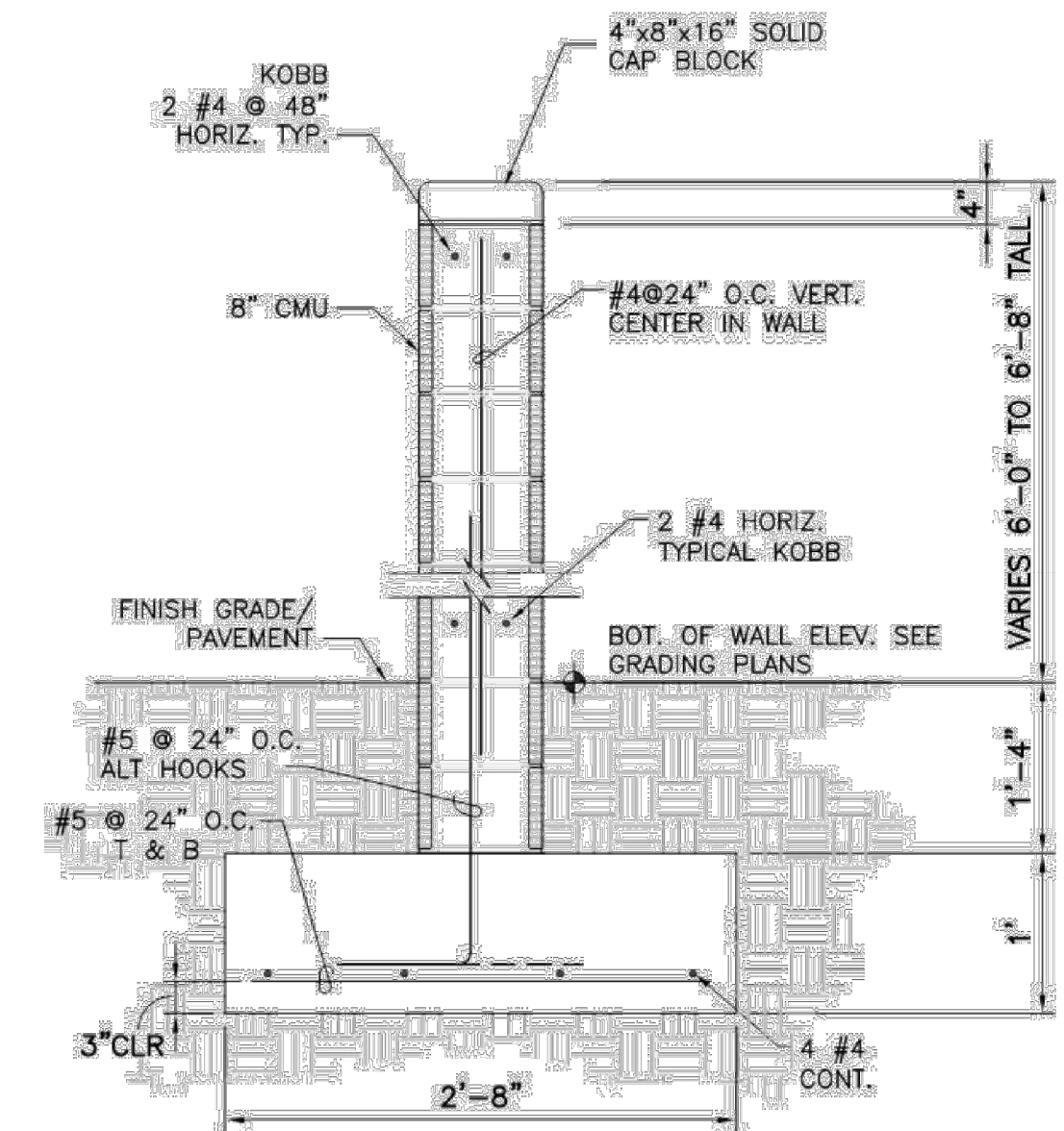
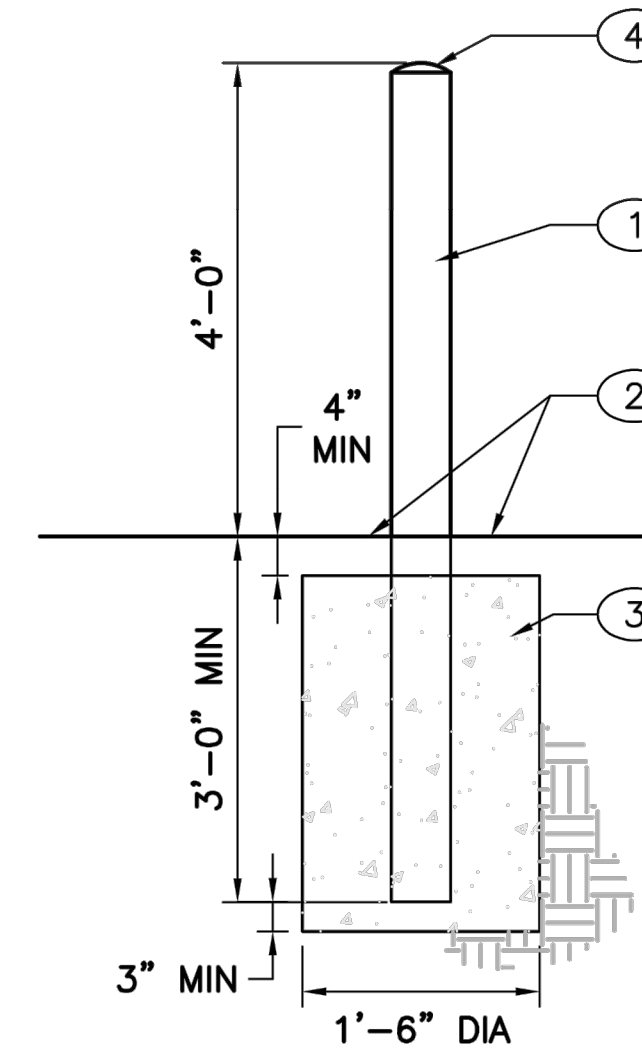
TYPE 'C' PLAN
CURB ACCESS RAMPS

KEYED NOTES: ①

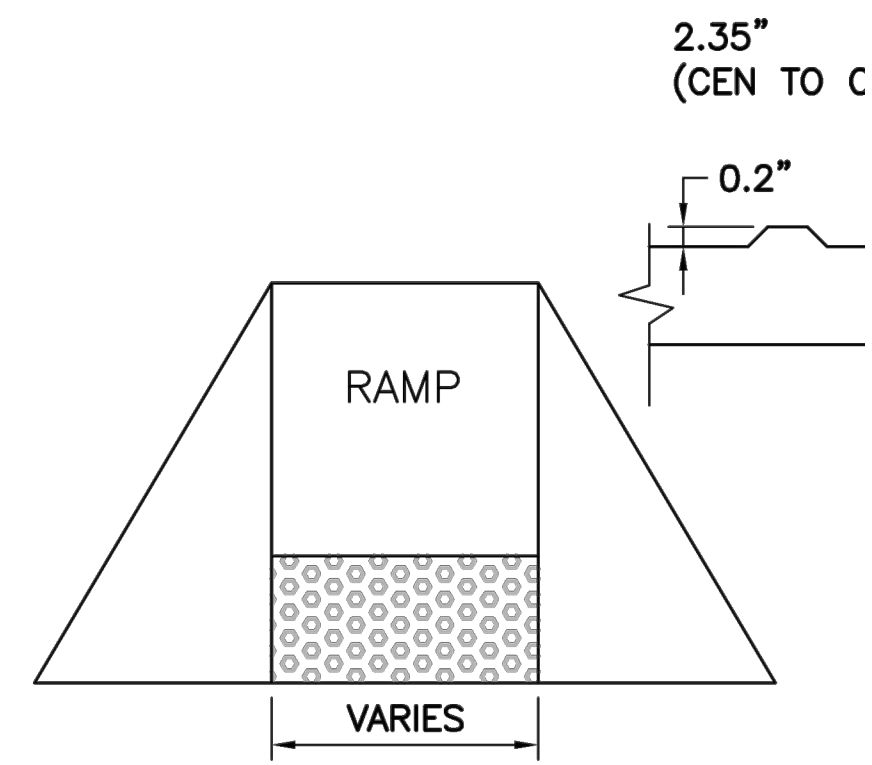
1. 2% CROSS SLOPE MADE IN ANY DIRECTION.
2. DETECTABLE WARNING SURFACE PER A4/C-501.
3. CONC. CURB, SEE PLANS.
4. CURB, WALL, OR BUILDING, SEE PLANS.
5. 1/2" EXPANSION MATERIAL.
6. STD. CONC. HEADER CURB AS REQUIRED.
7. POINT OF CURVE.
8. SLOPE CURB @ 12:1.
9. CONCRETE SIDEWALK PER PLANS.
10. RAMP LANDING PER PLANS.



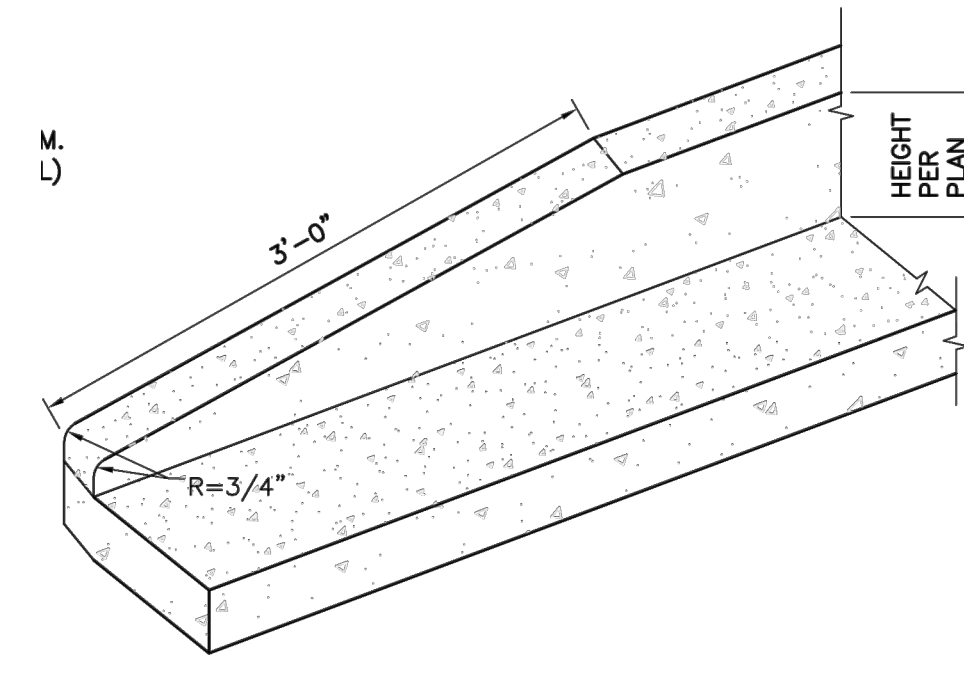
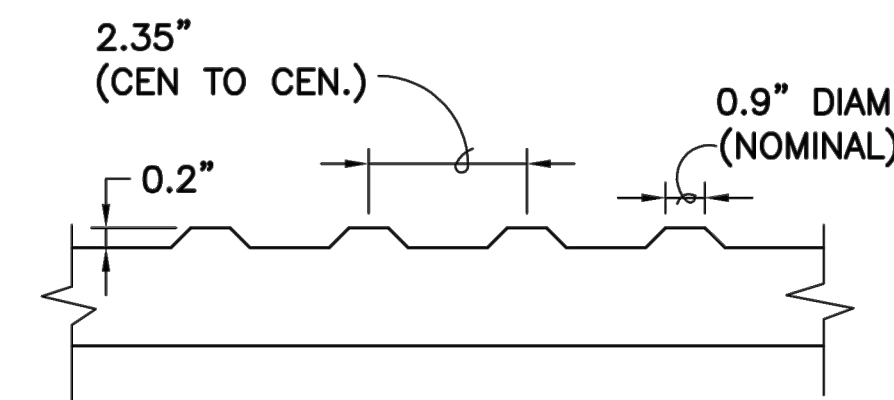
BOLLARD



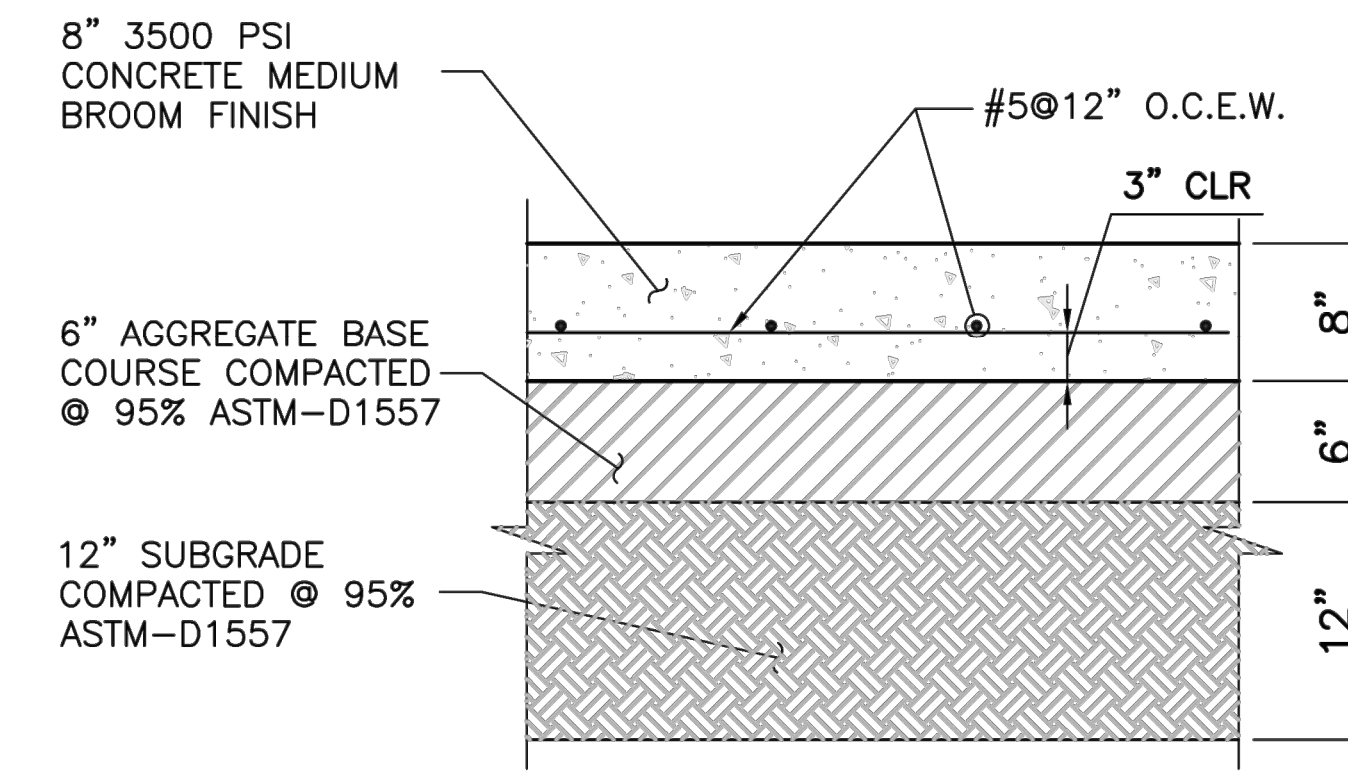
CMU SCREEN WALL



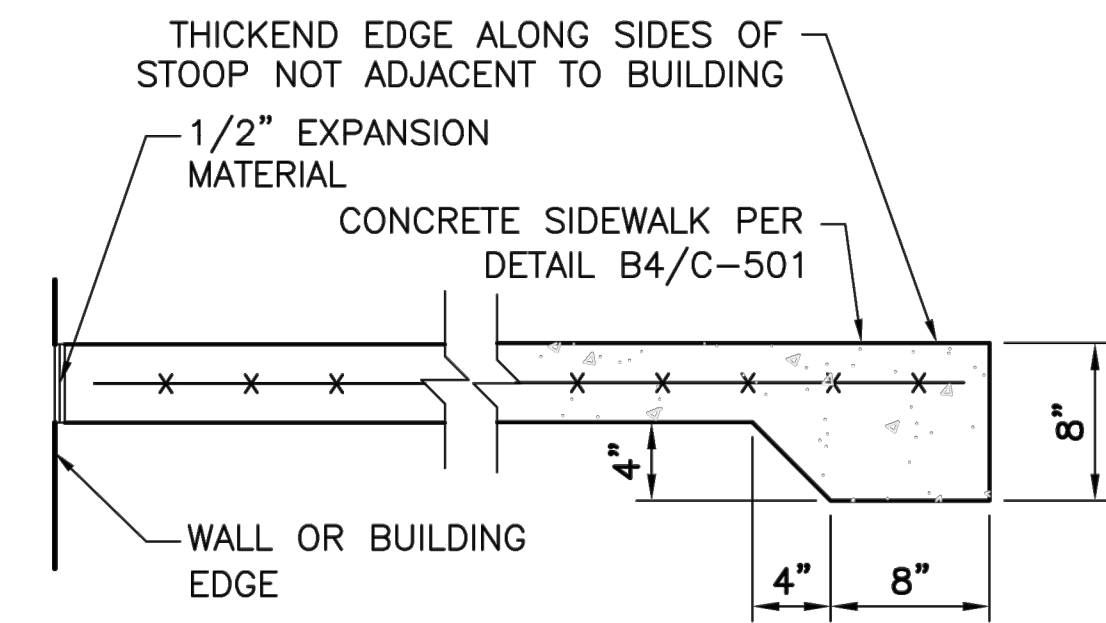
DETECTABLE WARNING SURFACE



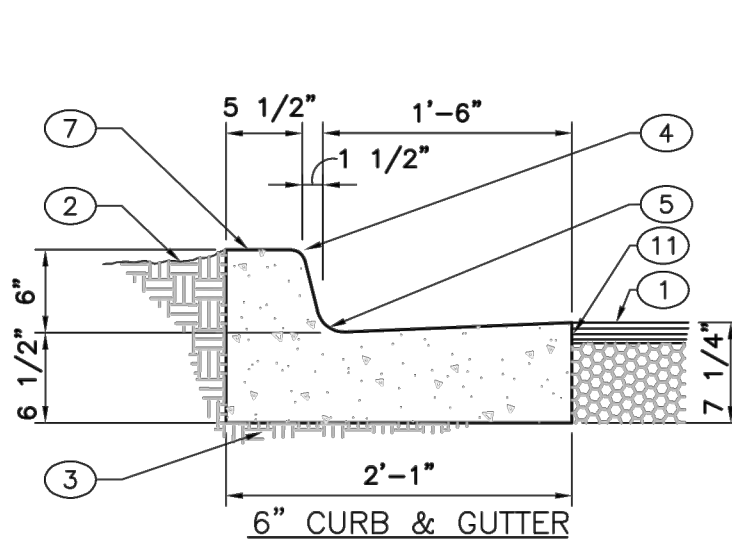
CURB TRANSITION



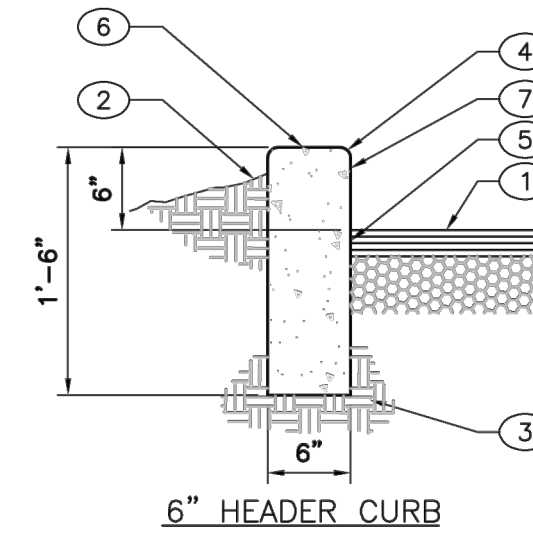
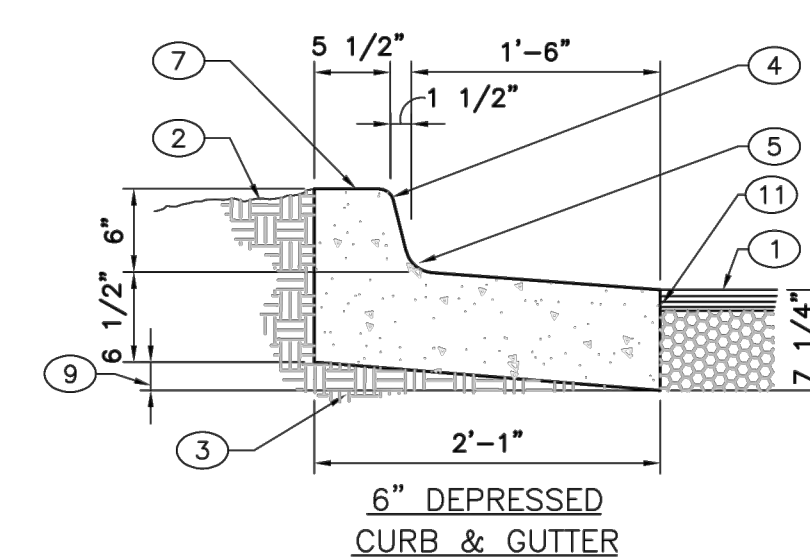
CONCRETE PAVEMENT



CONCRETE STOOP

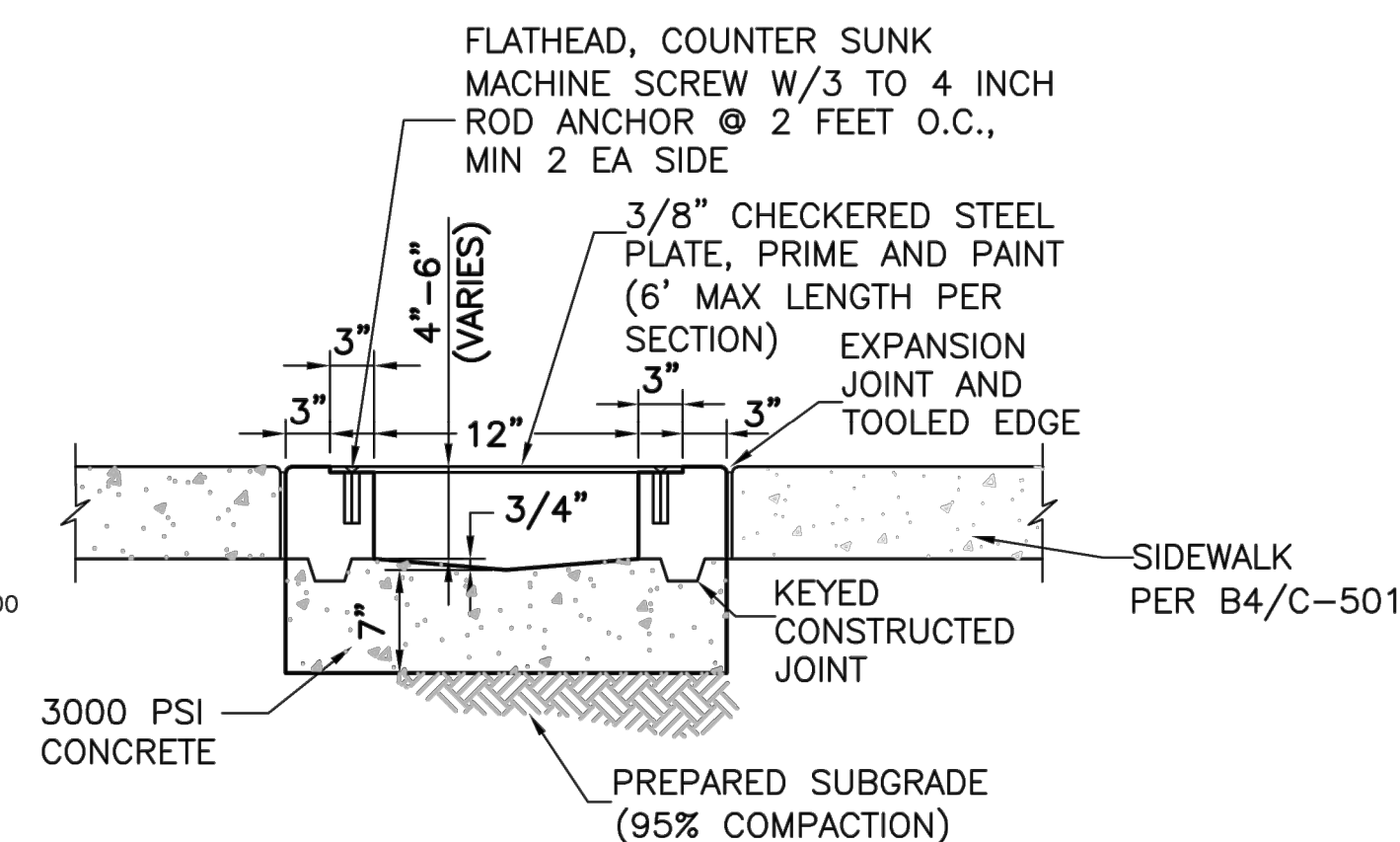
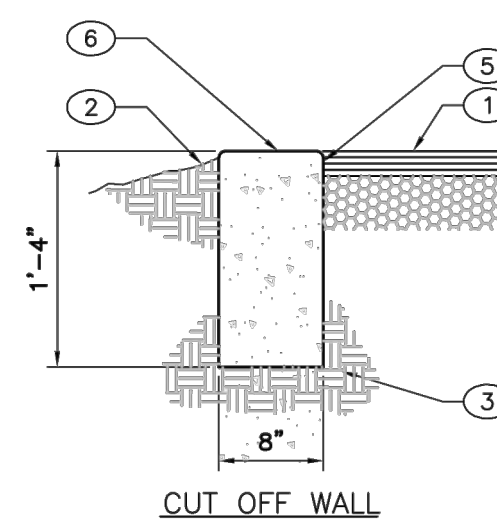
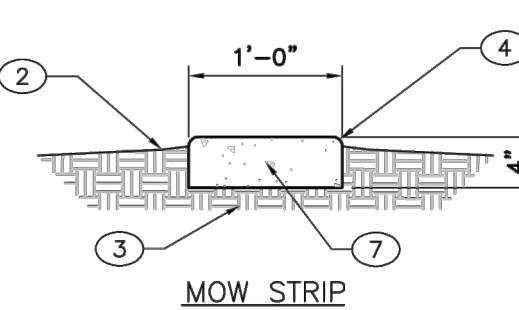


CURB SECTIONS

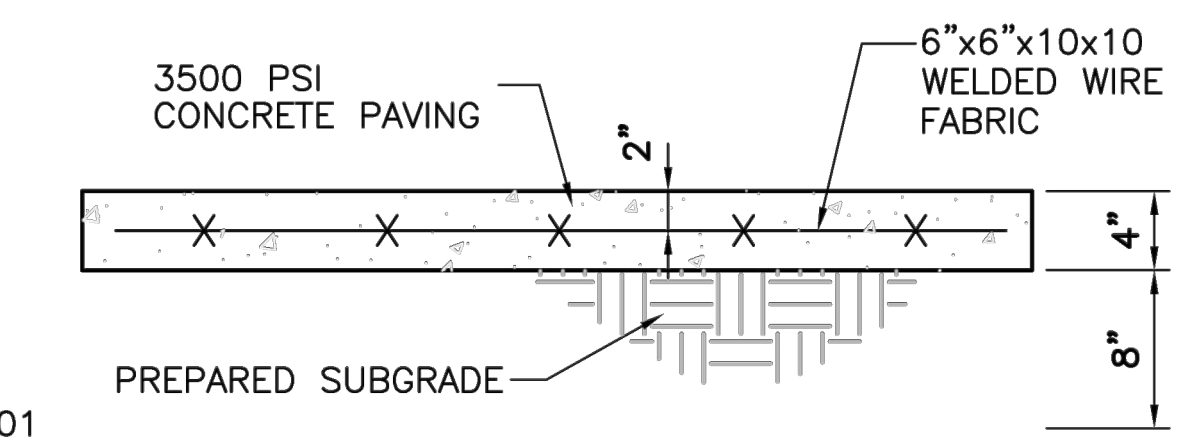


CURB & GUTTER CONSTRUCTION NOTES:

- A. CURBS, GUTTERS & CUT-OFF WALLS TO BE CONSTRUCTED OF 3500 PSI P.C.C. UNLESS OTHERWISE NOTED.
- B. EDGES NOT SPECIFICALLY DIMENSIONED SHALL BE EDGED WITH A 3/8" EDGING TOOL.
- C. REMOVE & REPLACE 12" WIDE STRIP OF PAVEMENT BEYOND LIP OF GUTTER WHEN CONSTRUCTING CURB & GUTTER ADJACENT TO EXISTING A.C. PAVEMENT.
- D. DIMENSIONS AT ROUNDED CORNERS MEASURED TO INTERSECTION OF STRAIGHT LINES.
- E. FOR 6" CURB & GUTTER PROVIDE CONTROL JTS. @ 6' O.C. MAX. ALSO PROVIDE 1/2" EXPANSION JTS. AT 30' O.C. MAX. AT CURB RETURNS, & AT EACH SIDE OF DRIVEWAYS.
- F. FOR ALL OTHER CURBING PROVIDE CONTROL JOINTS @ 10' O.C. PROVIDE EXPANSION JOINTS @ 50' O.C. & ADJACENT TO BUILDINGS AND WALLS.



SIDEWALK CULVERT



TYPICAL SIDEWALK

Seal



Owner:



ALBUQUERQUE, NM

No.	ISSUE DATE	PROJECT STATUS

DATE 2022.03.04

DRAWN BY AZ

CHECKED BY MK/SD

SCALE AS NOTED

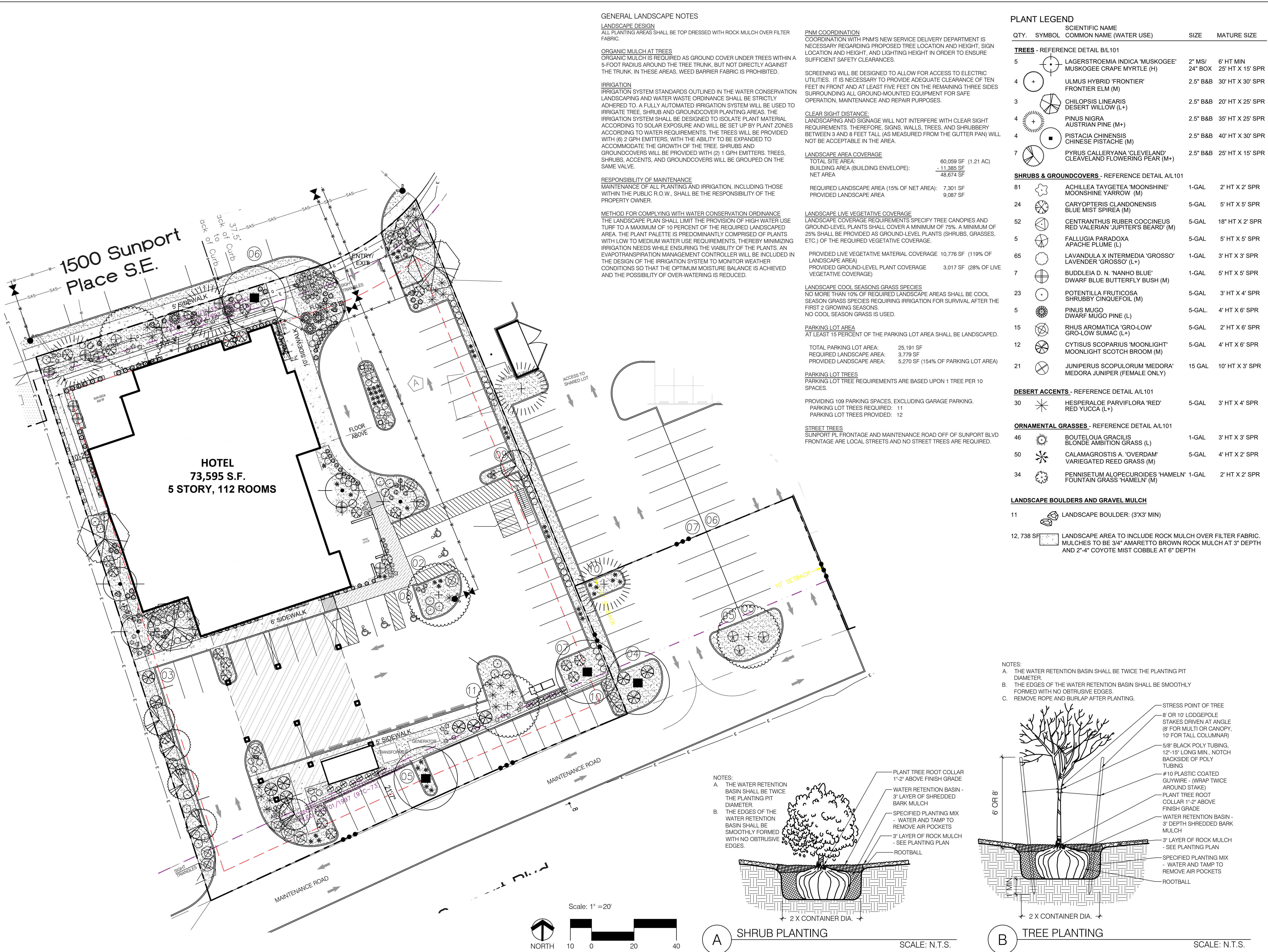
PROJECT NO. B4-081-2101

SHEET NAME

DETAILS

DRAWING NO.

A1.3



GENERAL LANDSCAPE NOTES

LANDSCAPE DESIGN
ALL PLANTING AREAS SHALL BE TOP DRESSED WITH ROCK MULCH OVER FILTER FABRIC.

ORGANIC MULCH AT TREES
ORGANIC MULCH IS REQUIRED AS GROUND COVER UNDER TREES WITHIN A 5-FOOT RADIUS AROUND THE TREE TRUNK, BUT NOT DIRECTLY AGAINST THE TRUNK. IN THESE AREAS, WEED BARRIER FABRIC IS PROHIBITED.

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 GROUND COVERS WILL BE PROVIDED WITH (2) 1 GPH EMITTERS. TREES, SHRUBS, ACCENTS, AND GROUND COVERS 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 LANDSCAPE PLAN SHALL LIMIT THE PROVISION OF HIGH WATER USE TURF TO A MAXIMUM OF 10 PERCENT OF THE REQUIRED LANDSCAPED AREA. 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. AN EVAPOTRANSPIRATION MANAGEMENT CONTROLLER WILL BE INCLUDED IN THE DESIGN OF THE IRRIGATION SYSTEM TO MONITOR WEATHER CONDITIONS SO THAT THE OPTIMUM MOISTURE BALANCE IS ACHIEVED AND THE POSSIBILITY OF OVER-WATERING IS REDUCED.

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
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 FIVE 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: 60,059 SF (1.21 AC)
BUILDING AREA (BUILDING ENVELOPE): 11,385 SF
NET AREA: 48,674 SF

REQUIRED LANDSCAPE AREA (15% OF NET AREA): 7,301 SF
PROVIDED LANDSCAPE AREA: 9,087 SF

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.

PROVIDED LIVE VEGETATIVE MATERIAL COVERAGE: 10,776 SF (11% OF LANDSCAPE AREA)
PROVIDED GROUND-LEVEL PLANT COVERAGE: 3,017 SF (28% OF LIVE VEGETATIVE COVERAGE)

LANDSCAPE COOL SEASONS GRASS SPECIES
NO MORE THAN 10% OF REQUIRED LANDSCAPE AREAS SHALL BE COOL SEASON GRASS SPECIES REQUIRING IRRIGATION FOR SURVIVAL AFTER THE FIRST 2 GROWING SEASONS. NO COOL SEASON GRASS IS USED.

PARKING LOT AREA
AT LEAST 15 PERCENT OF THE PARKING LOT AREA SHALL BE LANDSCAPED.

TOTAL PARKING LOT AREA: 25,191 SF
REQUIRED LANDSCAPE AREA: 3,779 SF
PROVIDED LANDSCAPE AREA: 5,270 SF (154% OF PARKING LOT AREA)

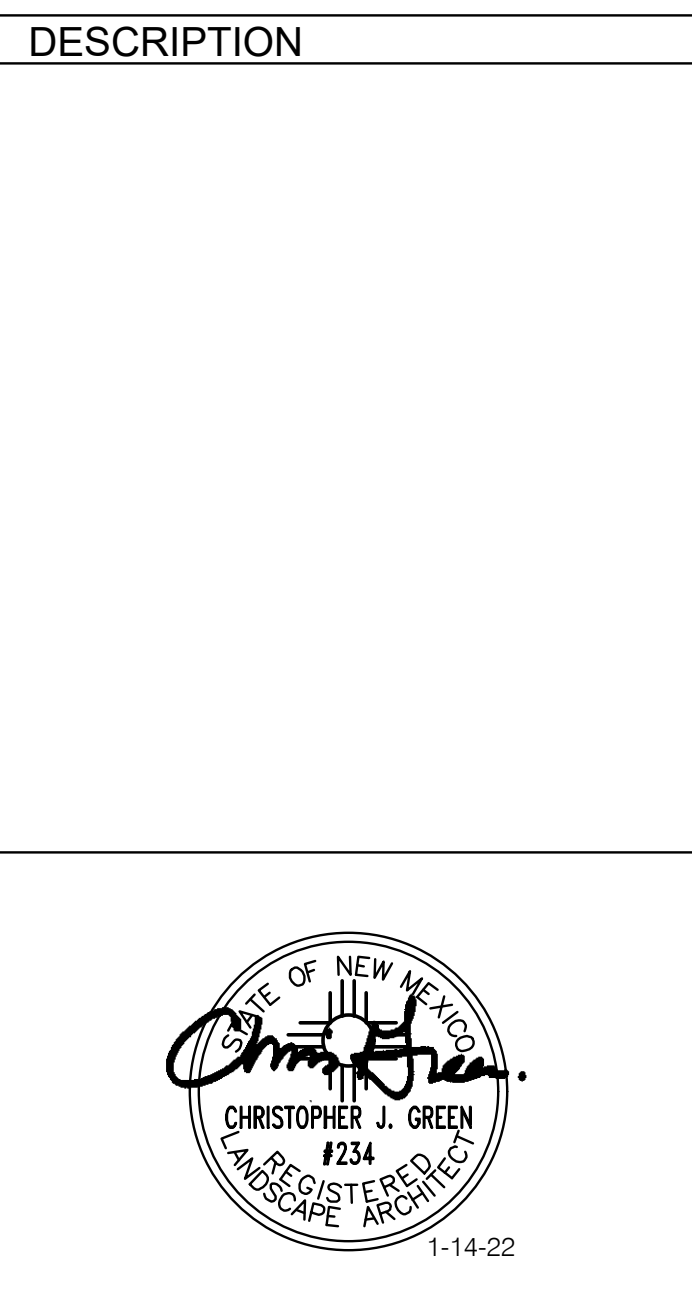
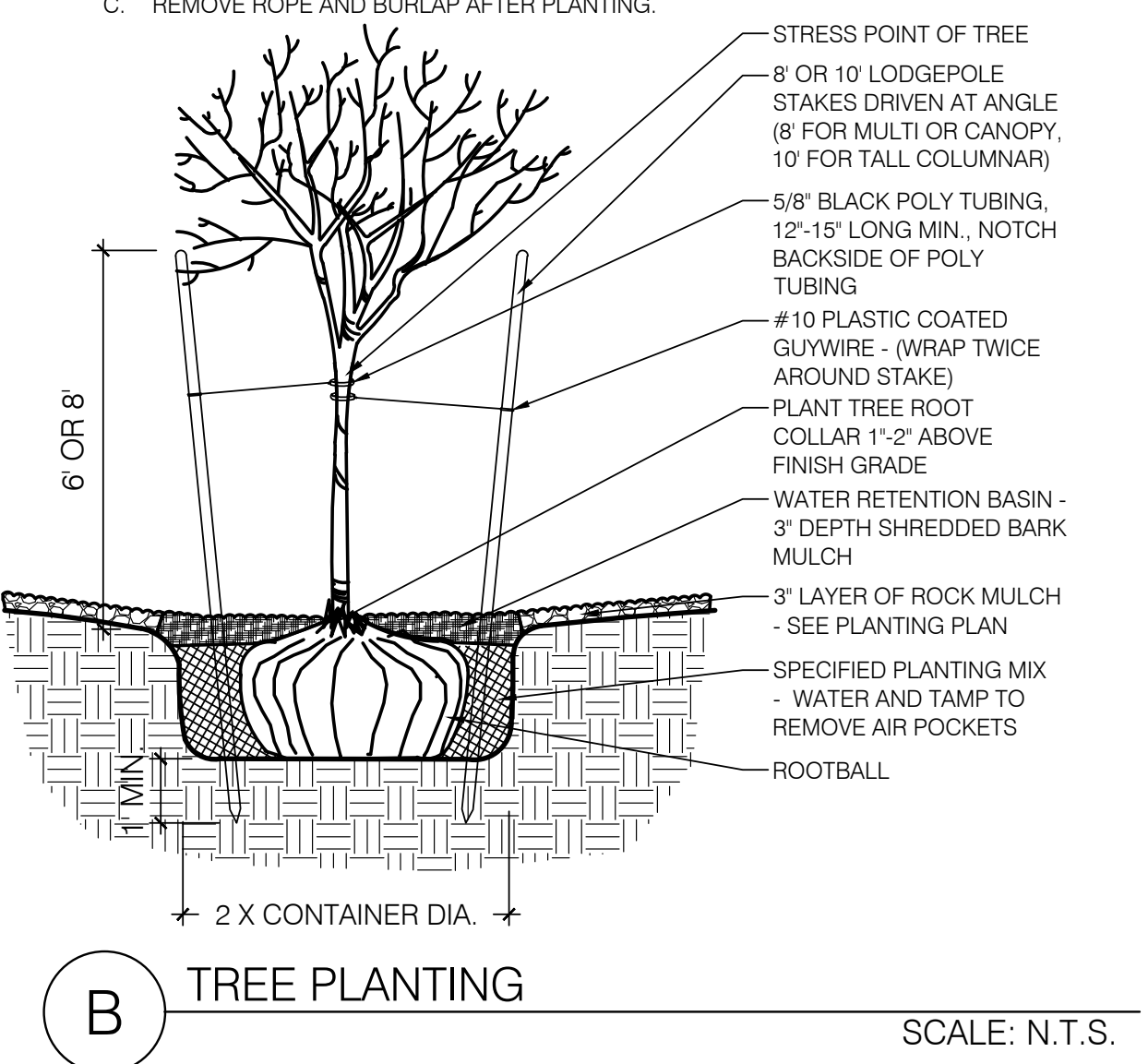
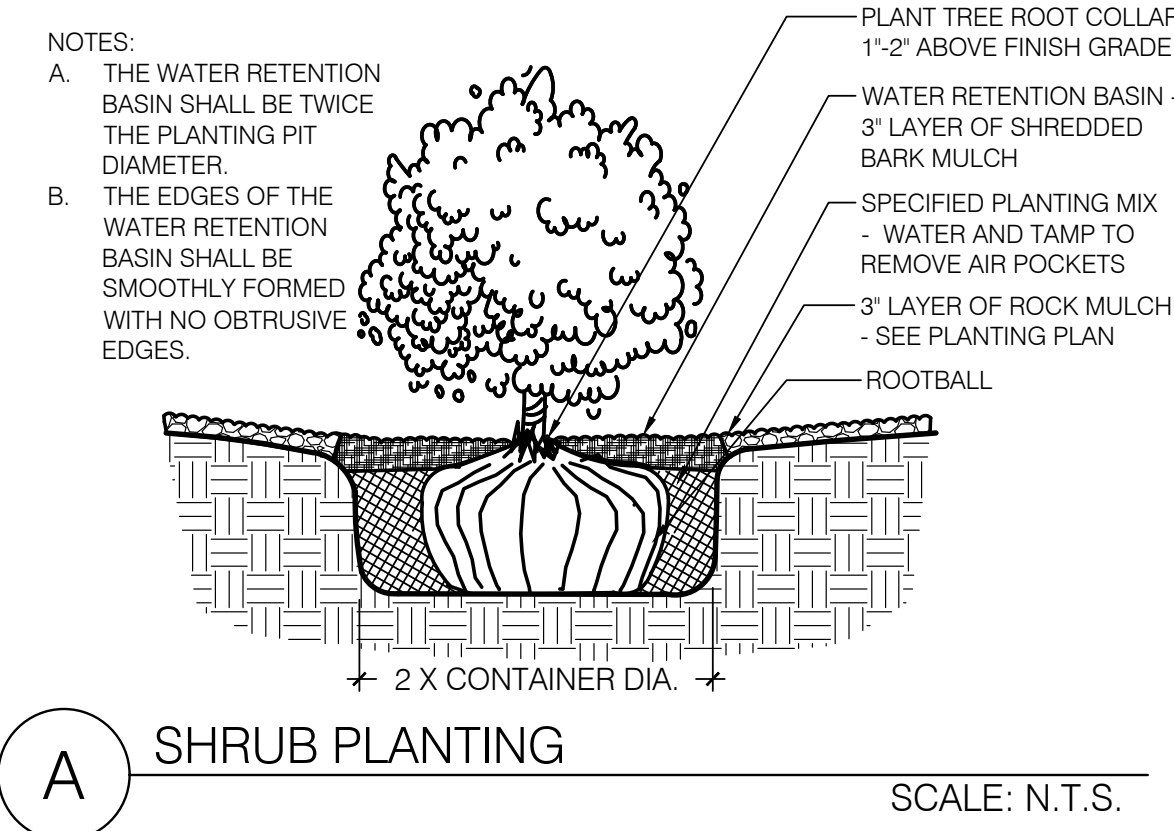
PARKING LOT TREES
PARKING LOT TREE REQUIREMENTS ARE BASED UPON 1 TREE PER 10 SPACES.

PROVIDING 109 PARKING SPACES, EXCLUDING GARAGE PARKING.
PARKING LOT TREES REQUIRED: 11
PARKING LOT TREES PROVIDED: 12

STREET TREES
SUNPORT PL FRONTAGE AND MAINTENANCE ROAD OFF OF SUNPORT BLVD FRONTAGE ARE LOCAL STREETS AND NO STREET TREES ARE REQUIRED.

PLANT LEGEND

QTY.	SYMBOL	SCIENTIFIC NAME COMMON NAME (WATER USE)	SIZE	MATURE SIZE
TREES - REFERENCE DETAIL BL101				
5	(Symbol)	LAGERSTROEMIA INDICA 'MUSKOGEE' MUSKOGEE CRAPE MYRTLE (H)	2" MS/ 24" BOX	6' HT MIN 25' HT X 15' SPR
4	(Symbol)	ULMUS HYBRID 'FRONTIER' FRONTIER ELM (M)	2.5" B&B	30' HT X 30' SPR
3	(Symbol)	CHILOPSIS LINEARIS DESERT WILLOW (L+)	2.5" B&B	20' HT X 25' SPR
4	(Symbol)	PINUS NIGRA AUSTRIAN PINE (M+)	2.5" B&B	35' HT X 25' SPR
4	(Symbol)	PISTACIA CHINENSIS CHINESE PISTACHE (M)	2.5" B&B	40' HT X 30' SPR
7	(Symbol)	PYRUS CALLERYANA 'CLEVELAND' CLEVELAND FLOWERING PEAR (M+)	2.5" B&B	25' HT X 15' SPR
SHRUBS & GROUND COVERS - REFERENCE DETAIL AL101				
81	(Symbol)	ACHILLEA TAYGETEA 'MOONSHINE' MOONSHINE YARROW (M)	1-GAL	2' HT X 2' SPR
24	(Symbol)	CARYOPTERIS CLANDONENSIS BLUE MIST SPIREA (M)	5-GAL	5' HT X 5' SPR
52	(Symbol)	CENTRANTHUS RUBER COCCINEUS RED VALERIAN 'JUPITER'S BEARD' (M)	5-GAL	18" HT X 2' SPR
5	(Symbol)	FALLUGIA PARADOXA APACHE PLUME (L)	5-GAL	5' HT X 5' SPR
65	(Symbol)	LAVANDULA X INTERMEDIA 'GROSSO' LAVENDER 'GROSSO' (L+)	1-GAL	3' HT X 3' SPR
7	(Symbol)	BUDDLEIA D. N. 'NANHO BLUE' DWARF BLUE BUTTERFLY BUSH (M)	1-GAL	5' HT X 5' SPR
23	(Symbol)	POTENTILLA FRUTICOSA SHRUBBY CINQUEFOIL (M)	5-GAL	3' HT X 4' SPR
5	(Symbol)	PINUS MUGO DWARF MUGO PINE (L)	5-GAL	4' HT X 6' SPR
15	(Symbol)	RHUS AROMATICA 'GRO-LOW' GRO-LOW SUMAC (L+)	5-GAL	2' HT X 6' SPR
12	(Symbol)	CYTISUS SCOPARIUS 'MOONLIGHT' MOONLIGHT SCOTCH BROOM (M)	5-GAL	4' HT X 6' SPR
21	(Symbol)	JUNIPERUS SCOPULORUM 'MEDORA' MEDORA JUNIPER (FEMALE ONLY)	15 GAL	10' HT X 3' SPR
DESERT ACCENTS - REFERENCE DETAIL AL101				
30	(Symbol)	HESPERALOE PARVIFLORA 'RED' RED YUCCA (L+)	5-GAL	3' HT X 4' SPR
ORNAMENTAL GRASSES - REFERENCE DETAIL AL101				
46	(Symbol)	BOUTELLOUA GRACILIS BLONDE AMBITION GRASS (L)	1-GAL	3' HT X 3' SPR
50	(Symbol)	CALAMAGROSTIS A. 'OVERDAM' VARIEGATED REED GRASS (M)	5-GAL	4' HT X 2' SPR
34	(Symbol)	PENNISSETUM ALOPECUROIDES 'HAMELN' FOUNTAIN GRASS 'HAMELN' (M)	1-GAL	2' HT X 2' SPR
LANDSCAPE BOULDERS AND GRAVEL MULCH				
11	(Symbol)	LANDSCAPE BOULDER: (3'X3') MIN		
12, 738 SF	(Symbol)	LANDSCAPE AREA TO INCLUDE ROCK MULCH OVER FILTER FABRIC. MULCHES TO BE 3/4" AMARETTO BROWN ROCK MULCH AT 3" DEPTH AND 2"-4" COYOTE MIST COBBLE AT 6" DEPTH		



SUNPORT HOTEL
ALBUQUERQUE, NM
JANUARY 14, 2022

SUBMITTAL: JANUARY 14, 2022

REVISIONS

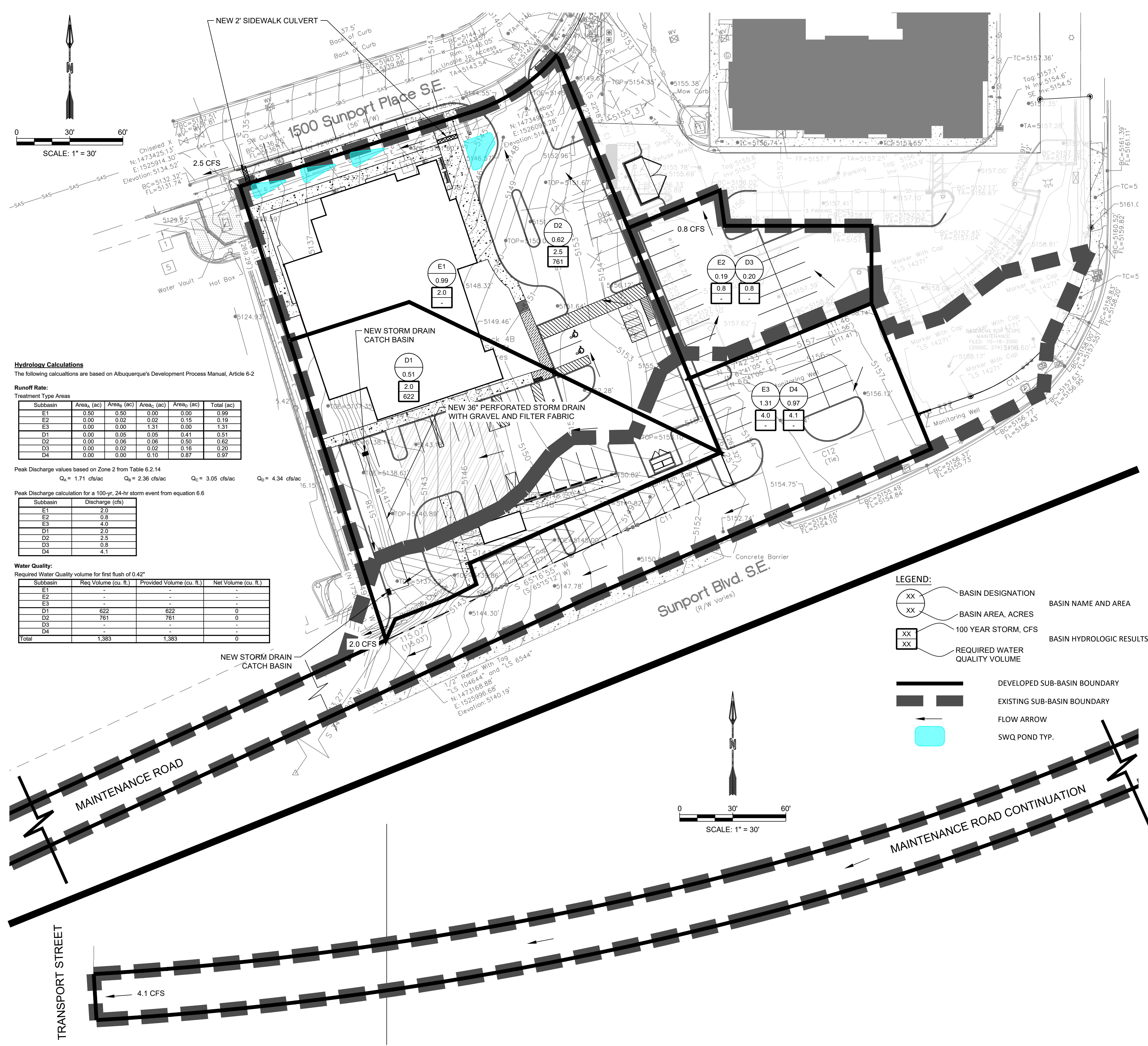
NO.	DATE	DESCRIPTION

PROJECT NO: X
CAD DWG FILE:
DESIGNED BY: KP / ISM
DRAWN BY: KP / ISM
CHECKED BY: JF / CG
SHEET TITLE

LANDSCAPE PLAN

DRAWING SHEET

L101



Hydrology Calculations
The following calculations are based on Albuquerque's Development Process Manual, Article 6-2

Runoff Rate:

Treatment Type Areas	Area ₁ (ac)	Area ₂ (ac)	Area ₃ (ac)	Area ₄ (ac)	Total (ac)
E1	0.50	0.50	0.00	0.00	0.99
E2	0.00	0.02	0.02	0.15	0.19
E3	0.00	0.00	1.31	0.00	1.31
D1	0.00	0.05	0.05	0.41	0.51
D2	0.00	0.08	0.08	0.50	0.62
D3	0.00	0.02	0.02	0.16	0.20
D4	0.00	0.00	0.10	0.87	0.97

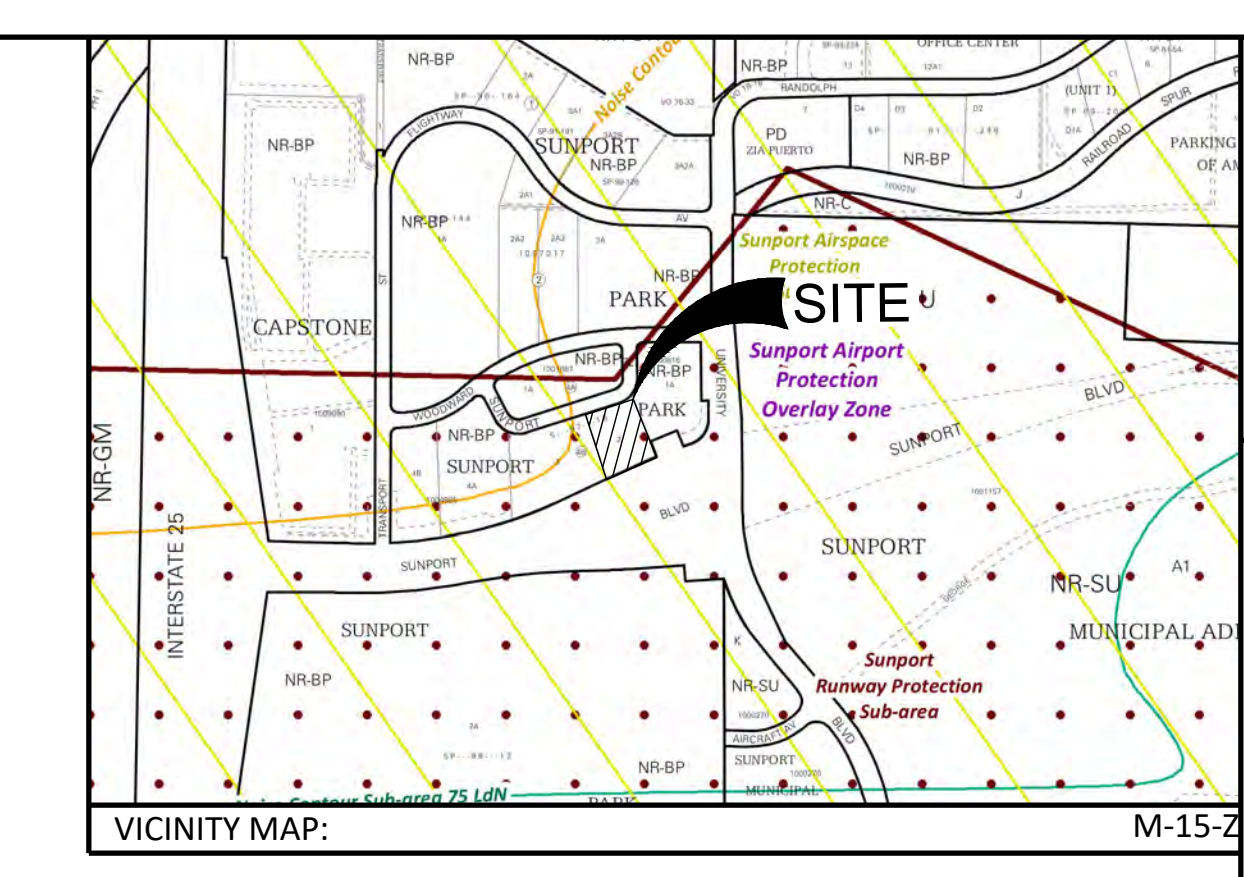
Peak Discharge values based on Zone 2 from Table 6.2.14
 $Q_1 = 1.71$ cfs/ac $Q_2 = 2.36$ cfs/ac $Q_3 = 3.05$ cfs/ac $Q_4 = 4.34$ cfs/ac

Peak Discharge calculation for a 100-yr, 24-hr storm event from equation 6.6

Subbasin	Discharge (cfs)
E1	2.0
E2	0.8
E3	4.0
D1	2.0
D2	2.5
D3	0.8
D4	4.1

Water Quality:
Required Water Quality volume for first flush of 0.42"

Subbasin	Req Volume (cu. ft.)	Provided Volume (cu. ft.)	Net Volume (cu. ft.)
E1	-	-	-
E2	-	-	-
E3	-	-	-
D1	622	622	0
D2	761	761	0
D3	-	-	-
D4	-	-	-
Total	1,383	1,383	0



BACKGROUND
LOT 2, BLOCK 4A, SUNPORT PARK IS APPROXIMATELY 1.2 ACRES IN THE CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO. THE PROPERTY IS LOCATED SOUTH OF SUNPORT PLACE, WEST OF UNIVERSITY BOULEVARD, AND NORTH OF SUNPORT BOULEVARD. SEE VICINITY MAP ABOVE. THE PROPOSED DEVELOPMENT IS A 112 UNIT HOTEL. IN REVIEWING THE DRAINAGE PLAN PREPARED FOR THE ADJACENT EXISTING HOTEL PROPERTY TO THE EAST, IT APPEARS THAT FREE DISCHARGE IS ALLOWED TO SUNPORT PLACE. OTHER PROPERTIES IN THE AREA APPEAR TO ALSO FREELY DISCHARGE. THERE IS AN EXISTING STORM DRAIN IN WOODARD ROAD THAT WAS DESIGNED FOR FULLY DEVELOPED FLOWS FROM THIS AREA. THERE IS AN EXISTING SIDEWALK CULVERT AT THE NORTHWEST CORNER OF THE PROPERTY FURTHER INDICATING THAT FREE DISCHARGE IS ALLOWED. THERE IS AN EXISTING CONCRETE CHANNEL AT THE SOUTHWEST CORNER OF THE PROPERTY THAT THE SITE IS ALSO ALLOWED FREE DISCHARGE TO.

METHODOLOGY
HYDROLOGY CALCULATIONS FOR THE SITE ARE PERFORMED IN ACCORDANCE WITH THE ALBUQUERQUE DEVELOPMENT PROCESS MANUAL (DPM) ARTICLE 6.2 USING THE RATIONAL METHOD TO CALCULATE PEAK FLOW RATES TO ENSURE ALL FLOW PATHS ARE SUFFICIENT TO CARRY FLOWS. THE REQUIRED WATER QUALITY VOLUME WAS CALCULATED BY MULTIPLYING THE IMPERVIOUS AREA BY THE FIRST FLUSH RUNOFF VALUE OF 0.42" FOR NEW DEVELOPMENT. ALL HYDROLOGIC AND HYDRAULIC CALCULATIONS CAN BE FOUND ON THIS SHEET.

EXISTING CONDITIONS
THE LOT IS CURRENTLY UNDEVELOPED. HOWEVER, IT DOES APPEAR THAT ROUGH GRADING HAS OCCURRED IN THE PAST. THE EXISTING SITE TERRAIN IS VERY STEEP WITH APPROXIMATELY 20' OF ELEVATION DIFFERENCE BETWEEN THE EAST AND WEST PROPERTY BOUNDARIES. THERE IS NO DESIGNATED 100-YEAR FLOODPLAIN SHOWN ON THE SITE. THE SITE HAS BEEN SPLIT INTO THREE SUB-BASINS DESCRIBED BELOW.

SUB-BASIN E1 IS LARGELY COMPOSED OF THE SUBJECT PROPERTY CONTAINING 0.99 ACRES. THIS BASIN DRAINS TO THE NORTHWEST CORNER OF THE PROPERTY AND OUT INTO SUNPORT PLACE THROUGH AN EXISTING SIDEWALK CULVERT. 2.0 CFS IS GENERATED BY THIS BASIN.

SUB-BASIN E2 CONSISTS OF A PORTION OF THE NEIGHBORING PROPERTY TO THE EAST CONTAINING 0.19 ACRES. THE PARKING FOR THIS EXISTING HOTEL DEVELOPMENT IS TO BE MODIFIED TO CREATE ADDITIONAL PARKING FOR BOTH THE EXISTING HOTEL AND THE NEW HOTEL THAT WILL BE CONSTRUCTED WITH THIS DEVELOPMENT. THIS BASIN FLOWS NORTH INTO THE EXISTING PARKING LOT AND FREELY DISCHARGES TO SUNPORT PLACE. 0.8 CFS IS GENERATED BY THIS BASIN. THE DRAINAGE PLAN COMPLETED BY LARRY READ & ASSOCIATES SHOULD BE REFERENCED FOR MORE DETAILED INFORMATION RELATED TO THIS EXISTING DEVELOPMENT.

SUB-BASIN E3 IS A COMPACTED DIRT MAINTENANCE ROAD AND STAGING AREA THAT RUNS ALONG THE NORTH SIDE OF SUNPORT BOULEVARD CONTAINING 1.31 ACRES. THIS DEVELOPMENT WILL IMPROVE THIS ROAD WITH ASPHALT BOTH FOR MAINTENANCE PURPOSES AS WELL AS ACCESS AND PARKING SERVING THE HOTELS. THE MAINTENANCE ROAD IS REQUIRED TO BE IMPROVED IN ENTIRETY FROM THE SUBJECT PROPERTY WEST TO TRANSPORT STREET. RUNOFF FROM THIS BASIN FLOWS WEST ALONG THE MAINTENANCE ROAD UNTIL ULTIMATELY DISCHARGING TO TRANSPORT STREET. THIS BASIN GENERATES 4.0 CFS.

DEVELOPED CONDITIONS
THE DRAINAGE INTENTION OF THE DEVELOPED CONDITIONS IS TO MATCH THE EXISTING DRAINAGE PATTERN AND UTILIZE THE ALLOWABLE FREE DISCHARGE INTO SUNPORT PLACE AND THE EXISTING CONCRETE CHANNEL AT THE SOUTHWEST CORNER OF THE PROPERTY. THE SITE HAS BEEN SPLIT INTO FOUR SUB-BASINS DESCRIBED BELOW.

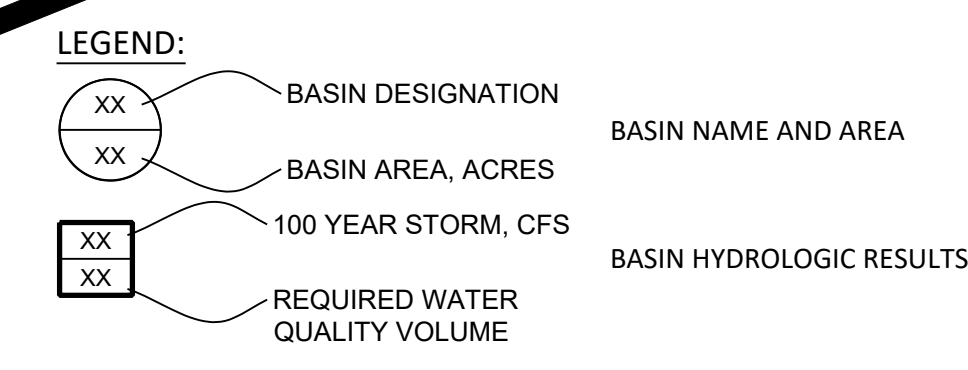
SUB-BASIN D1 IS THE SOUTHWEST PORTION OF THE NEW HOTEL DEVELOPMENT. IT CONTAINS 0.51 ACRES AND GENERATES 2.0 CFS. SIMILAR TO EXISTING CONDITIONS, THIS SUB-BASIN DISCHARGES TO THE EXISTING CONCRETE CHANNEL. BEFORE DOING SO, RUNOFF IS COLLECTED IN AN UNDERGROUND STORM WATER QUALITY RETENTION FACILITY.

SUB-BASIN D2 IS THE NORTHEAST PORTION OF THE NEW HOTEL DEVELOPMENT. IT CONTAINS 0.62 ACRES AND GENERATES 2.5 CFS. RUNOFF FROM THIS BASIN WILL FREELY DISCHARGE TO SUNPORT PLACE. THERE IS A SERIES OF STORM WATER QUALITY POND ALONG SUNPORT PLACE THAT RUNOFF WILL BE CONVEYED THROUGH PRIOR TO DISCHARGING TO THE ROADWAY.

SUB-BASIN D3 CONSISTS OF THE MODIFIED PARKING AREA ON THE PROPERTY TO THE EAST. IT CONTAINS 0.20 ACRES AND GENERATES 0.8 CFS. THERE IS NO INCREASE IN FLOW FROM THE EXISTING CONDITION. THEREFORE, THE PROPOSED PARKING MODIFICATIONS WILL NOT ADVERSELY AFFECT THE EXISTING DEVELOPMENT.

SUB-BASIN D4 IS THE IMPROVED MAINTENANCE ROAD. IT CONTAINS 0.97 ACRES AND GENERATES 4.1 CFS. THIS INCREASE IN FLOW SHOULD BE CONSIDERED NEGLIGIBLE.

THE WATER QUALITY TABLE ON THIS SHEET UNDER "HYDROLOGY CALCULATIONS" SUMMARIZES THE WATER QUALITY VOLUMES REQUIRED FOR DEVELOPED CONDITIONS. THE REQUIRED STORM WATER QUALITY VOLUME CAN BE PROVIDED IN SURFACE PONDS AND AN UNDERGROUND STORM DRAIN RETENTION SYSTEM.



DESIGNED: JS	REVISION:
DRAWN: JS	
CHECKED: JS	
DATE: 3.03.2022	
<p>PRELIMINARY NOT FOR CONSTRUCTION 3/2022</p>	
<p>THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED.</p>	
PROJECT NAME:	AIRPORT HOTEL ALBUQUERQUE, NM
SHEET TITLE:	CONCEPT DRAINAGE PLAN
SUBMITTED FOR:	DRB SITE PLAN
SHEET NUMBER:	C-100

NAME: N:\Projects\04-266-0005-04266-05 Legacy_Support Hotel\3 DWG\Sheets\4266-05 Drainage.dwg PLOT DATE: Mar 03, 2022 7:04pm

NAME: N:\Projects\042666\00051 Legacy Support Hotel\3 DWG\Sheets\42666.05 Grading.dwg PLOT DATE: Mar 03, 2022 6:26pm



NOTE:

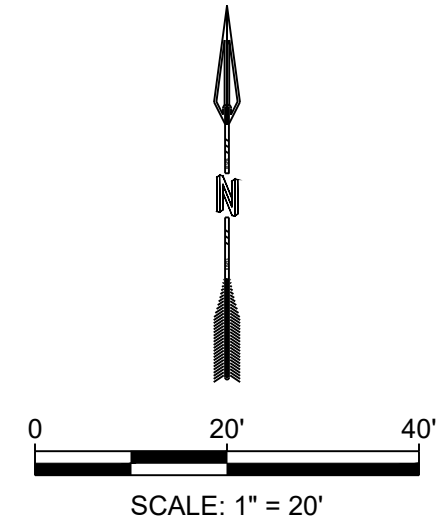
1. THE EXISTING SITE FEATURES WILL BE DEMOLISHED UNLESS OTHERWISE SPECIFIED ON THIS PLAN.

GRADING NOTES

- CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING DRY AND WET UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY ISSUES. UTILITY RELOCATION MAY BE REQUIRED.
- FINISH GRADE OF SOIL EDGES ALONG PAVEMENT TO BE 1/2" BELOW EDGE OF PAVEMENT.
- STRIP AND STOCKPILE TOPSOIL FROM GRADING AREAS. USE STOCKPILED TOPSOIL AND IMPORTED TOPSOIL AS NECESSARY FOR SURFACE RESTORATION.
- GRADES SHOWN ARE FINAL SURFACE GRADES AFTER COMPLETION OF SURFACE IMPROVEMENTS AND PLACEMENT OF TOPSOIL.
- GRADE AREAS AT SITE PERIMETER TO MATCH GRADES OF ADJACENT PARCELS.
- REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF PROPERLY IN ACCORDANCE WITH APPLICABLE REGULATIONS.
- PROVIDE TEMPORARY GRADING FEATURES SUCH AS BERMS, SWALES, SUMPS AND BASINS TO MANAGE INTERIM STORM WATER RUNOFF DURING CONSTRUCTION PROCESS. STORM WATER RUNOFF LEAVING THE SITE SHALL MEET ALL FEDERAL, STATE AND LOCAL QUALITY REQUIREMENTS.
- REFER TO GEOTECHNICAL EVALUATION REPORT 3220JJ138 BY WESTERN TECHNOLOGIES, INC. DATED JANUARY 12, 2021.

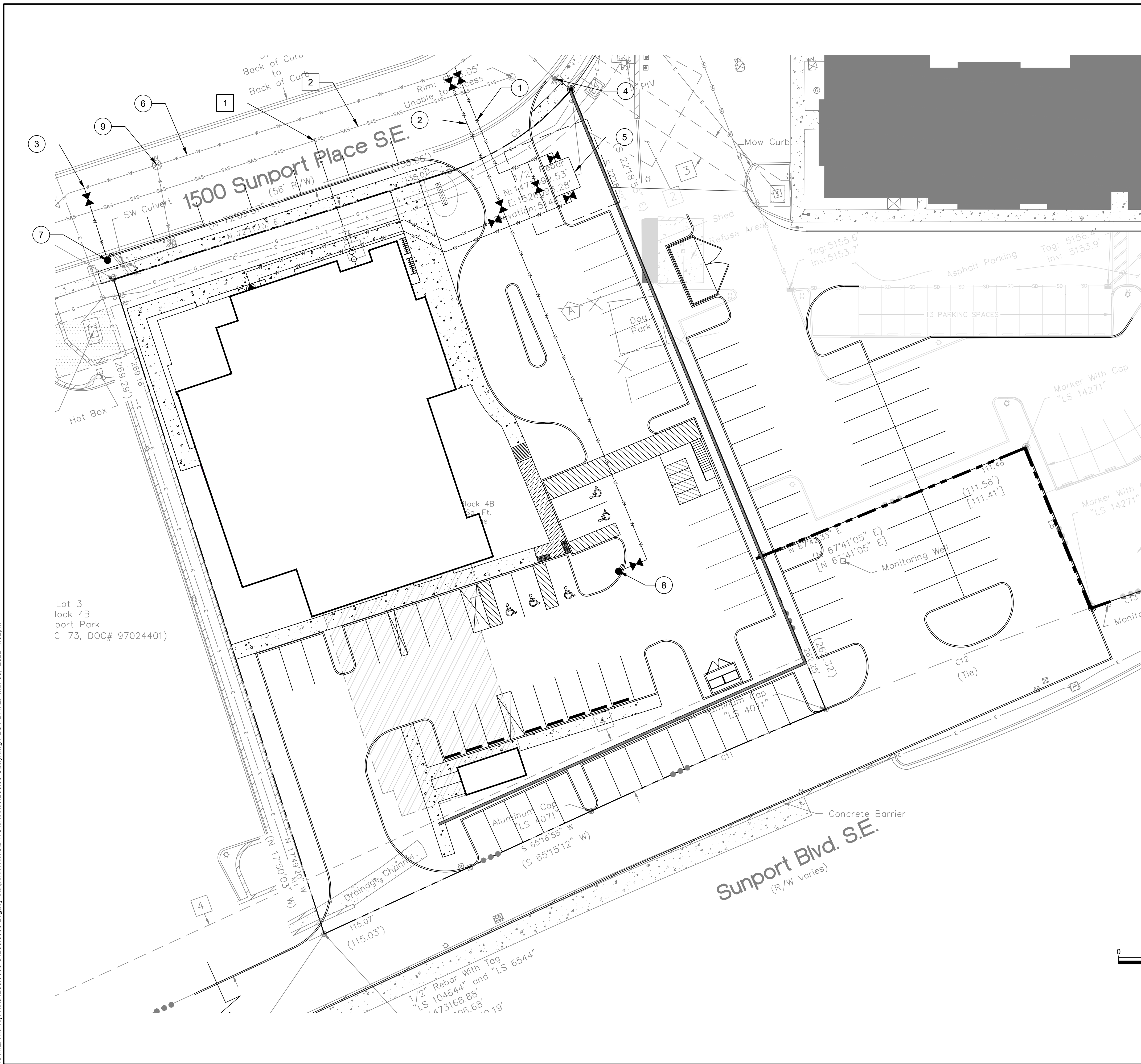
LEGEND:

- PROPERTY BOUNDARY
- 5270— PROPOSED MAJOR CONTOUR
- 5272— PROPOSED MINOR CONTOUR
- - -5270- - - EXISTING MAJOR CONTOUR
- - - EXISTING MINOR CONTOUR
- ~ ~ ~ PROPOSED HIGH POINT



	DESIGNED JS	DRAWN JS	CHECKED JS	DATE 3.03.2022					
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REVISION									
<p style="font-size: small; margin: 0;">THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED</p> <p style="font-size: x-small; margin: 0;">PROJ. # : ####</p>					<p style="margin: 0;">PROJECT NAME: AIRPORT HOTEL ALBUQUERQUE, NM</p>				
<p style="margin: 0;">SUBMITTED FOR: DRB SITE PLAN</p>					<p style="margin: 0;">SHEET TITLE: CONCEPT GRADING PLAN</p>				
<p style="margin: 0;">SHEET NUMBER: C-101</p>									

NAME: N:\Projects\04-266-0005-04266-0005 Legacy Support Hotel\3 DWG\Sheets\4266-05 Utility.dwg PLOT DATE: Mar 03, 2022 4:02pm



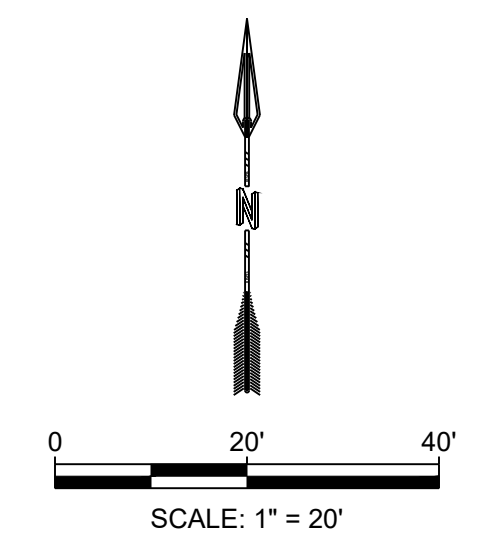
KEYED NOTES

- 1 INSTALL PRIVATE 3" DOMESTIC WATER SERVICE
- 2 INSTALL PRIVATE 8" FIRE WATER SERVICE
- 3 INSTALL PUBLIC 6" HYDRANT WATER LINE
- 4 EXISTING PUBLIC FIRE HYDRANT
- 5 INSTALL PUBLIC 3" WATER METER
- 6 EXISTING PUBLIC WATER MAIN
- 7 INSTALL PUBLIC FIRE HYDRANT
- 8 INSTALL PRIVATE FIRE HYDRANT
- 9 REMOVE EXISTING DOMESTIC WATER SERVICE

- 1 INSTALL PRIVATE 6" SEWER SERVICE
- 2 EXISTING PUBLIC SEWER MAIN

LEGEND

- - - - - PROPERTY BOUNDARY
- W NEW WATERLINE
- ⊗ NEW PRIVATE WATER VALVE (TYP.)
- ⊕ NEW WALL INDICATOR VALVE (TYP.)
- ⊙ NEW FIRE DEPARTMENT CONNECTION (TYP.)
- ⊕ NEW FIRE HYDRANT
- SAS-SAS NEW SEWER LINE
- NEW SEWER CLEAN OUT (TYP.)
- - - - - EXISTING WATERLINE
- - - - - EXISTING SEWER LINE



<p>DESIGNED: JS DRAWN: JS CHECKED: JS DATE: 3.03.2022</p> <p>RESPEC COMMUNITY DESIGN SOLUTIONS 7770 JEFFERSON STREET SUITE 200 ALBUQUERQUE, NM 87126 WWW.RESPEC.COM PHONE (505) 253-9718</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">REVISION</th> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </table>	REVISION			
REVISION					
<p>STAMP</p>					
<p>THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED.</p> <p>PROJ. #: #####</p>					
<p>PROJECT NAME:</p> <p style="text-align: center;">AIRPORT HOTEL ALBUQUERQUE, NM</p>	<p>SHEET TITLE:</p> <p style="text-align: center;">CONCEPT UTILITY PLAN</p>				
<p>SUBMITTED FOR:</p> <p style="text-align: center;">DRB SITE PLAN</p>	<p>SHEET NUMBER:</p> <p style="text-align: center;">C-102</p>				



**ALBUQUERQUE FIRE MARSHAL'S
DIVISION OFFICE PLANS
CHECKING DIVISION**

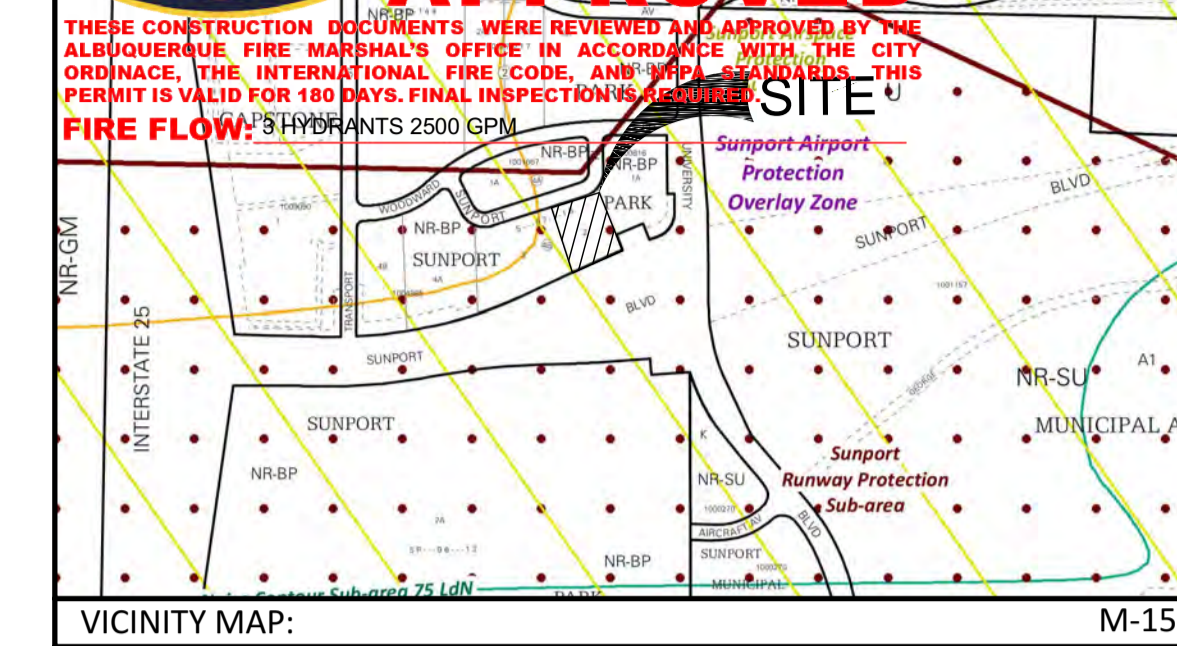
PERMIT

PERMIT NUMBER: FF-22-008786
APPROVED DATE: 02/24/22

APPROVED

THESE CONSTRUCTION DOCUMENTS WERE REVIEWED AND APPROVED BY THE ALBUQUERQUE FIRE MARSHAL'S OFFICE IN ACCORDANCE WITH THE CITY ORDINANCE, THE INTERNATIONAL FIRE CODE, AND NFPA STANDARDS. THIS PERMIT IS VALID FOR 180 DAYS. FINAL INSPECTION REQUIRED.

FIRE FLOW: 3 HYDRANTS 2500 GPM



DESIGNED	DRAWN	CHECKED	DATE
J.S.	J.S.	J.S.	2.24.2022

REVISION

PROJECT SUMMARY:
THE PROPOSED DEVELOPMENT IS A 112 UNIT HOTEL THE PROJECT IS LOCATED ONLOT 2, BLOCK 4B, SUNPORT PARK.

- FIRE ONE NOTES:**
- GROSS BUILDING AREA = 1ST LEVEL = 11,658 SQUARE FEET
LEVELS 2-5 = 61,934 SQUARE FEET
TOTAL = 73,592
 - CONSTRUCTION TYPE = 1ST LEVEL = I-A
LEVELS 2-5 = V-A
 - FIRE FLOW = 2,500 GPM
 - BUILDING HEIGHT = 4 STORIES OVER 1 STORY PODIUM = 61'-9 1/2"
 - THE PROPOSED BUILDINGS SHALL BE FULLY SPRINKLED PER NFPA 13.
 - THE PARKING LOT SURFACE SHALL BE ASPHALT AND CAPABLE OF SUPPORTING AN IMPOSED LOAD OF A FIRE APPARATUS WEIGHING 75,000 LBS.
 - THE MINIMUM DRIVE ISLE WIDTH SHALL 26' UNLESS OTHERWISE SPECIFIED.
 - BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS OR BUILDING IDENTIFICATION PLACED IN A POSITION PLAINLY LEGIBLE AND VISIBLE FROM THE STREET.
 - ALL DRIVING SURFACES SHALL NOT EXCEED 10 PERCENT IN GRADE.
 - FIRE DEPARTMENT CONNECTION'S SHALL BE LOCATED WITHIN 100' OF A HYDRANT AND BE UNOBSTRUCTED FROM ANY OBJECT FOR A MINIMUM DISTANCE OF 3'.
 - INDICATOR VALVES SHALL BE PROVIDED PER NFPA 13.
 - A KNOX BOX SHALL BE PROVIDED AT ALL PROPOSED GATE LOCATIONS.
 - ELEVATORS SHALL MEET ALL THE REQUIREMENTS IN NFPA 13, CHAPTER 8 AND 72, CHAPTER 21.
 - ALL HYDRANT SUPPLY LINES THAT BRANCH OFF FROM THE WATER MAIN AND FIRE SERVICE LINES TO BUILDINGS WILL BE 6" DIAMETER UNLESS OTHERWISE SPECIFIED.
 - THE BUILDINGS WILL BE REQUIRED TO HAVE FIRE AND SMOKE ALARMS PER IBC 907.2.9.
 - WORK SHALL BE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS, AND ANY CHANGES MADE DURING CONSTRUCTION THAT ARE NOT IN COMPLIANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE RESUBMITTED FOR APPROVAL AS AN AMENDED SET OF CONSTRUCTION DOCUMENTS. APPROVED WET STAMPED SHOP DRAWING SHALL BE ON SITE FOR INSPECTIONS.
 - CLASS 1 STANDPIPE SHALL BE PROVIDED IN BUILDINGS WHERE THE FLOOR LEVEL OF THE HIGHEST STORY IS LOCATED MORE THAN 30' ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS.

STAMP

**PRELIMINARY
NOT FOR CONSTRUCTION
2/2022**

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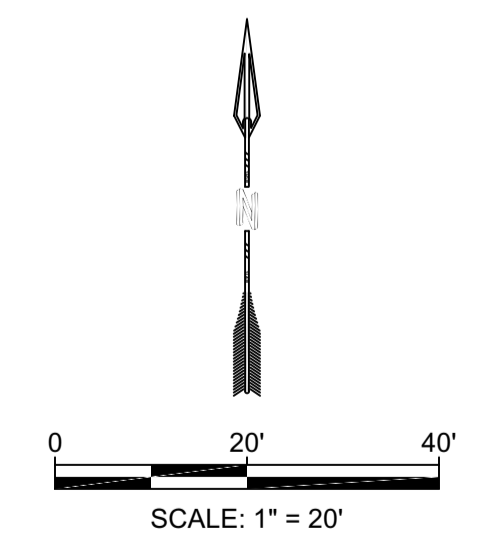
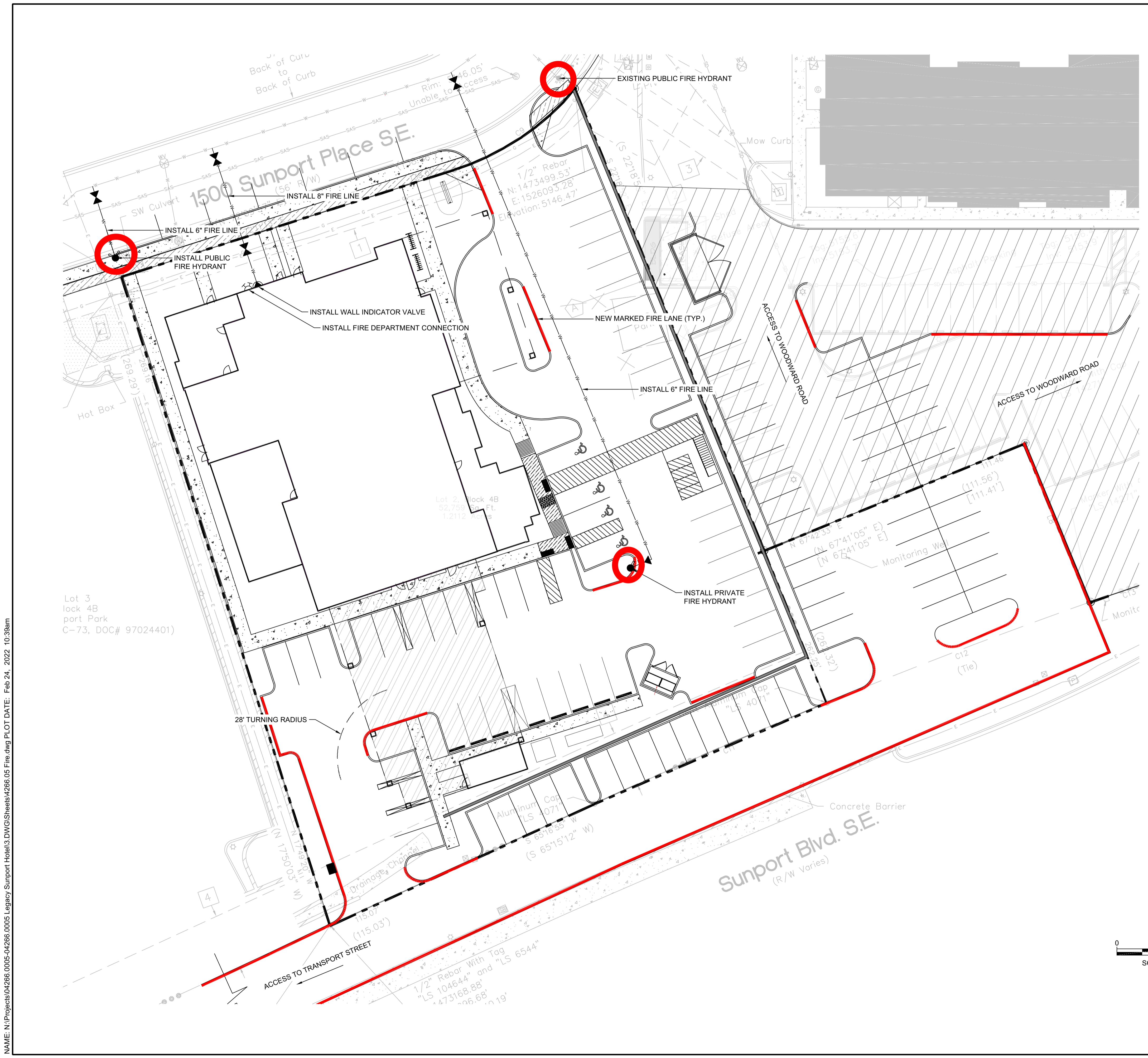
PROJ. #: #####

PROJECT NAME:
**AIRPORT HOTEL
ALBUQUERQUE, NM**

SHEET TITLE:
FIRE 1 PLAN

SUBMITTED FOR:
REVIEW

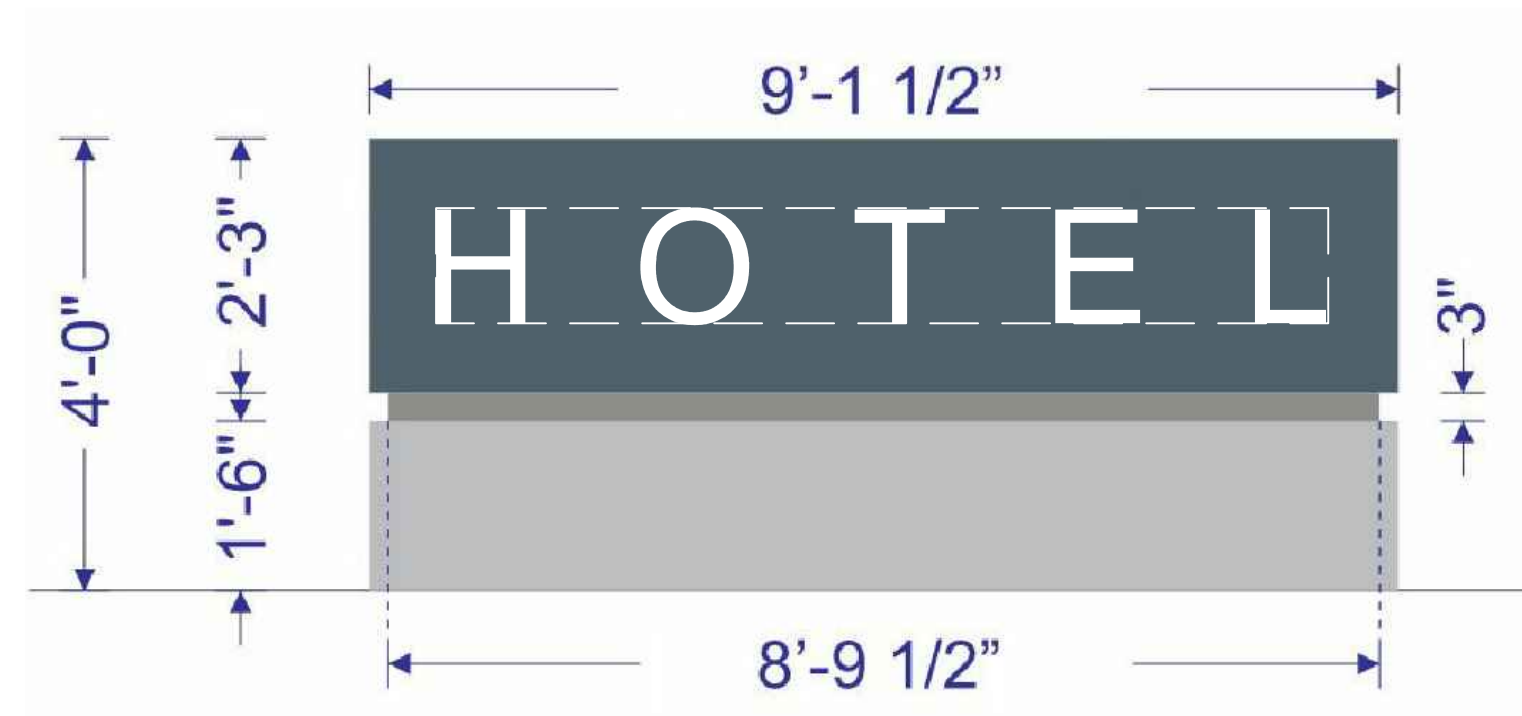
SHEET NUMBER:
F-100



LEGEND:

---	PROPERTY BOUNDARY
—w—	NEW WATERLINE
—r—	NEW MARKED FIRE LANE
—w—w—	EXISTING WATERLINE

NAME: N:\Projects\042668.0005\Legacy\Sunport Hotel\3 DWG\Sheets\4266.05 Fire.dwg PLOT DATE: Feb 24, 2022 10:39am



- PANTONE 877 C SILVER SATIN FINISH
RAL 9007 SATIN FINISH
- PANTONE 7545 C SLATE BLUE STAIN FINISH
RAL9011 SATIN FINISH
- MATTHEWS 413425P BRUSHED ALUMINUM SATIN FINISH
RAL8006 SATIN FINISH

NOTE-
SUNPORT BOULEVARD SMALL AREA REGULATIONS 5-12(F)(3)(f).
LIMITS WALL SIGNS TO 15% MAXIMUM OF FACADE..
SIGNAGE TO BE PROVIDED ON SEPARATE PERMIT.

LEGEND-EXTERIOR FINISHES			
MARK	MTL-BRAND	FINISH-COLOR	IMAGE
01	STONE	LIGHT STONE	
02	STUCCO	OFF WHITE	
03	STUCCO	DARK BLUE	
04	STUCCO	BROWN	

TOTAL AREA= 36.5 SQ.FT
SIGNAGE AREA= 8.08 SQ.FT
PERCENTAGE=22.14%

5 MONUMENT SIGNAGE (SIGNAGE AREA- 8.08 SQ.FT)
SCALE: N.T.S.



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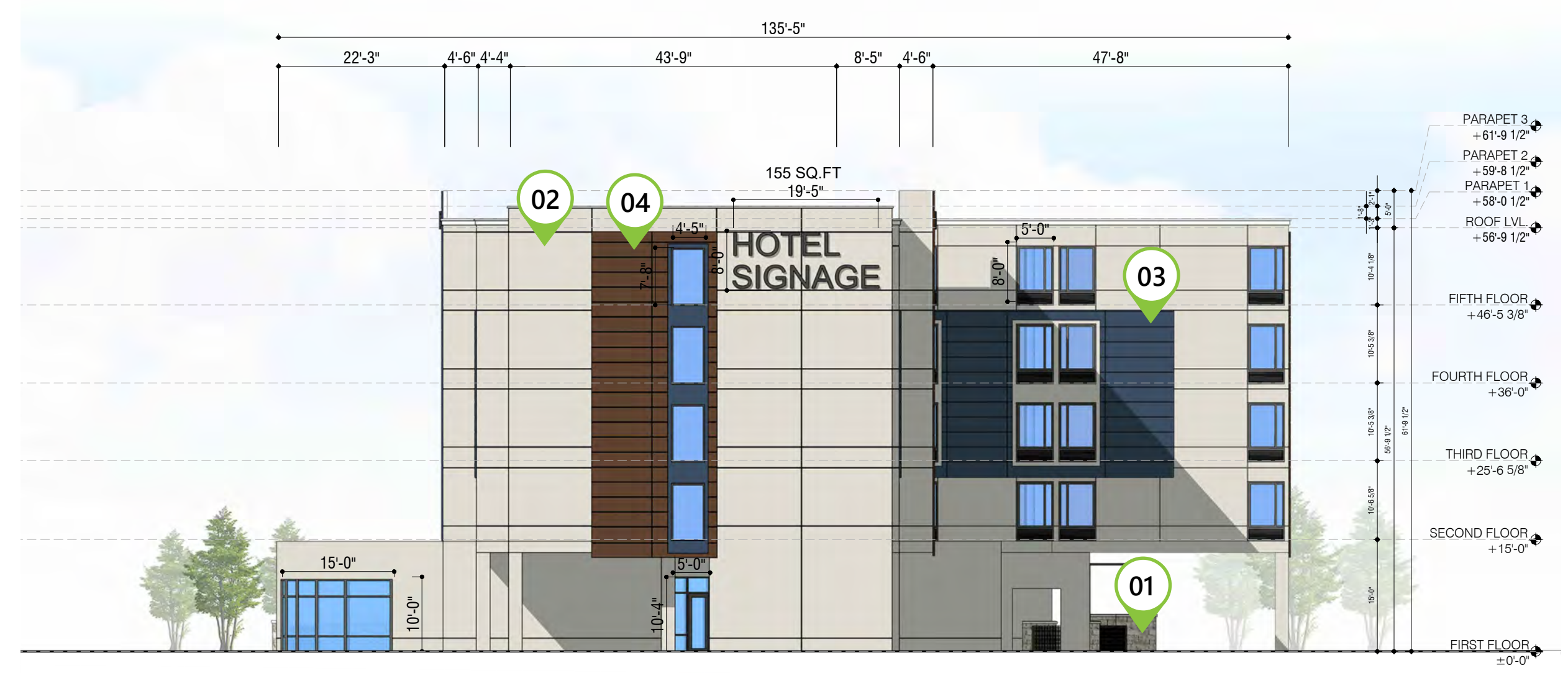


ALBUQUERQUE, NM

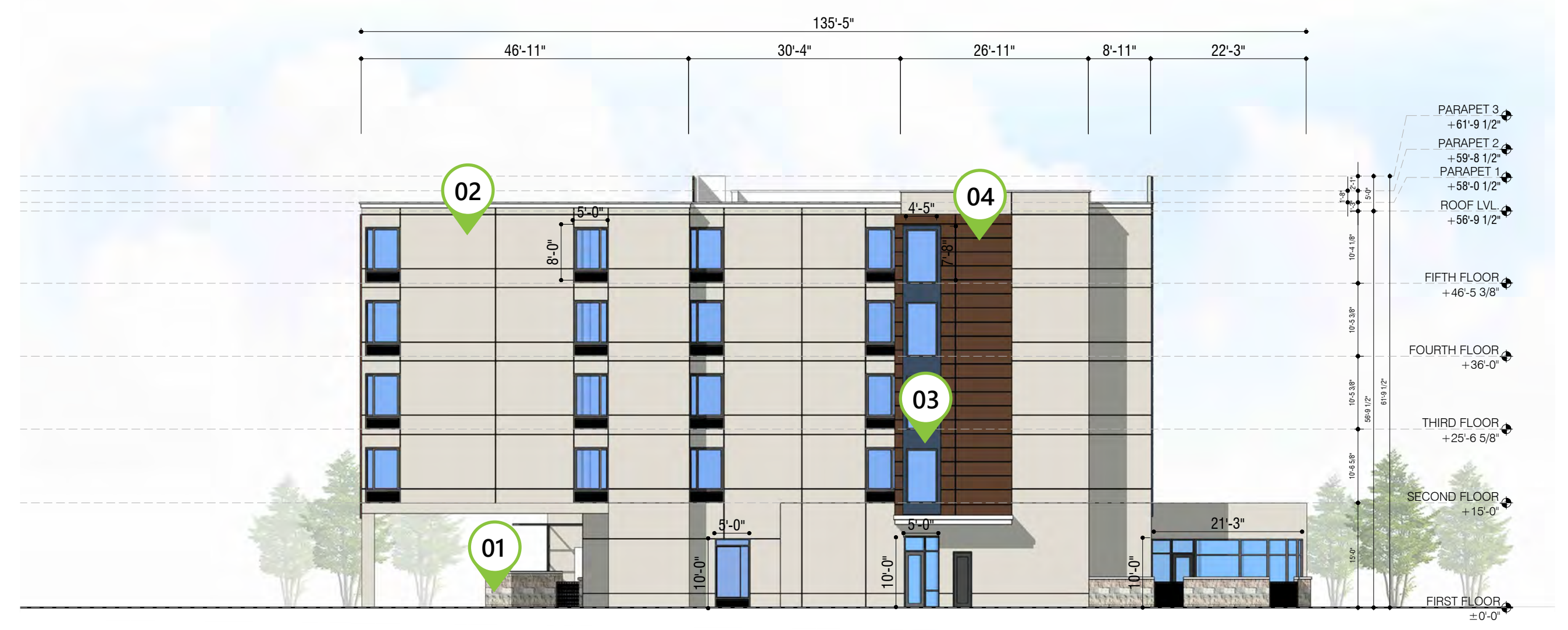
NO.	ISSUE DATE	PROJECT STATUS

DATE	2022.03.04
DRAWN BY	AZ/HA
CHECKED BY	MK/SD
SCALE	AS NOTED
PROJECT NO.	B4 -081 -2101
SHEET NAME	ELEVATIONS

DRAWING NO.
A5.1



2 SOUTH ELEVATION
SCALE: 1/16"-1'-0"



4 NORTH ELEVATION
SCALE: 1/16"-1'-0"

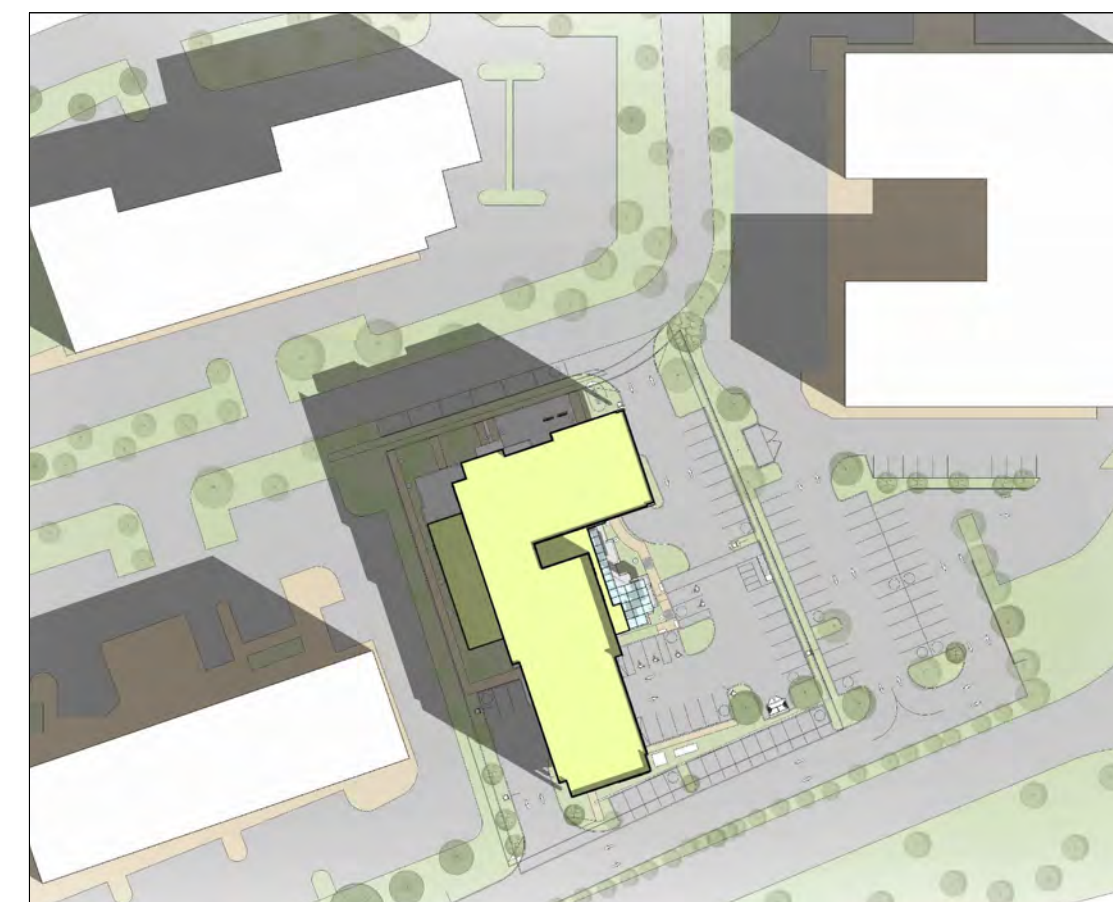


1 EAST ELEVATION
SCALE: 1/16"-1'-0"

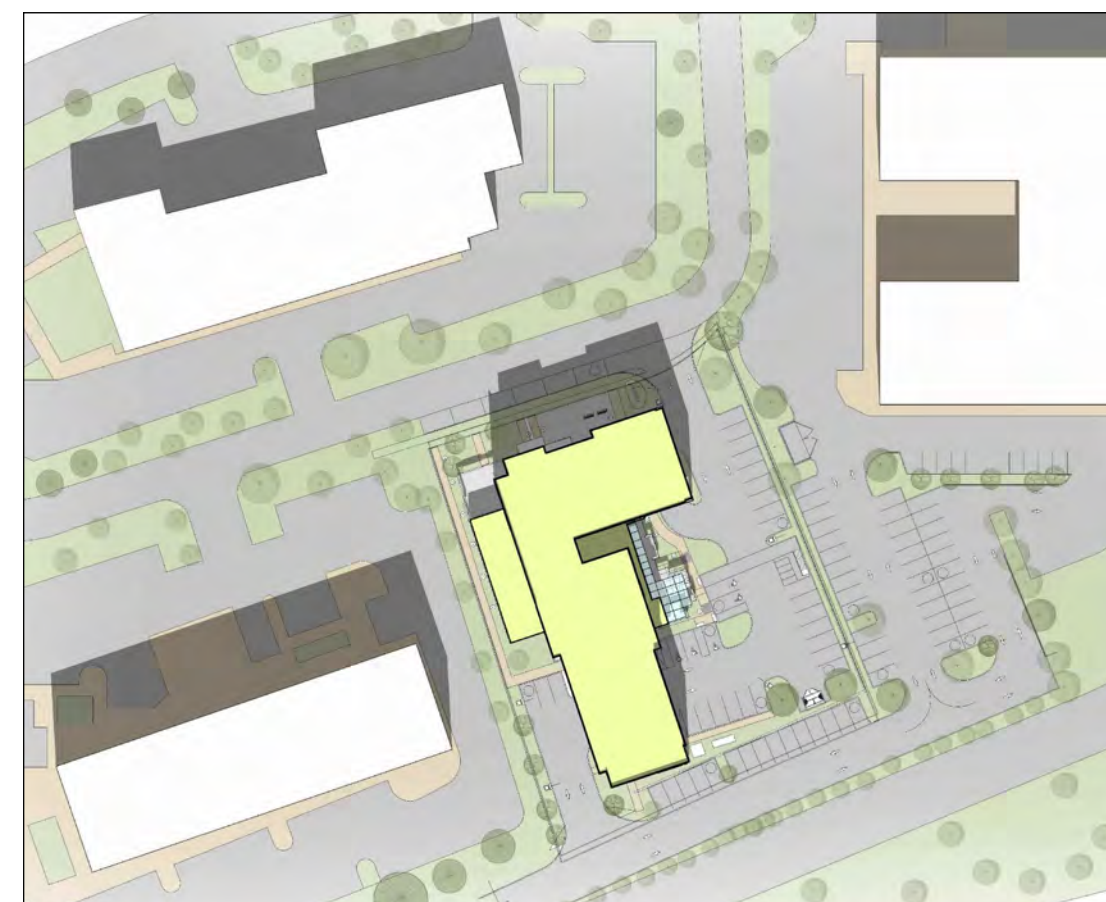


3 WEST ELEVATION
SCALE: 1/16"-1'-0"

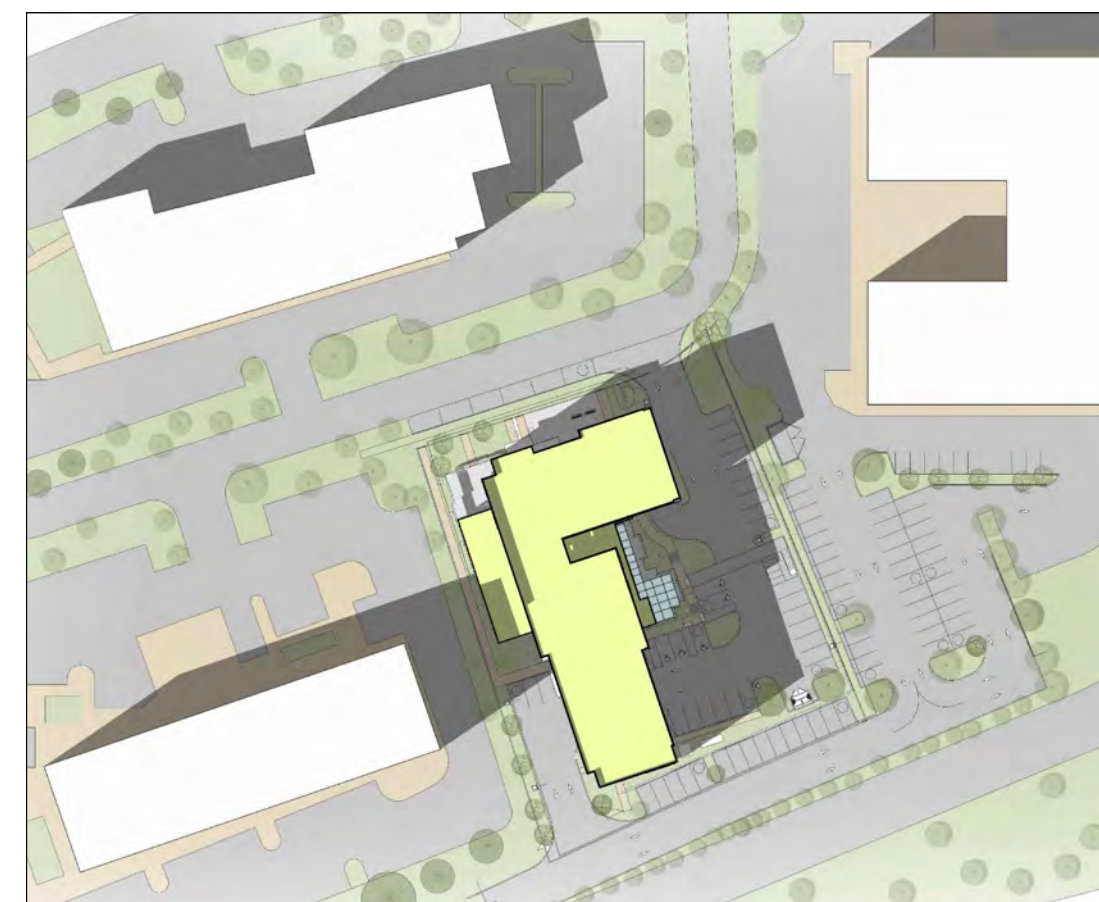
21 MARCH
MDT-MOUNTAIN DAYLIGHT TIME
UTC -6 HOURS



9:00 AM



12:00 PM

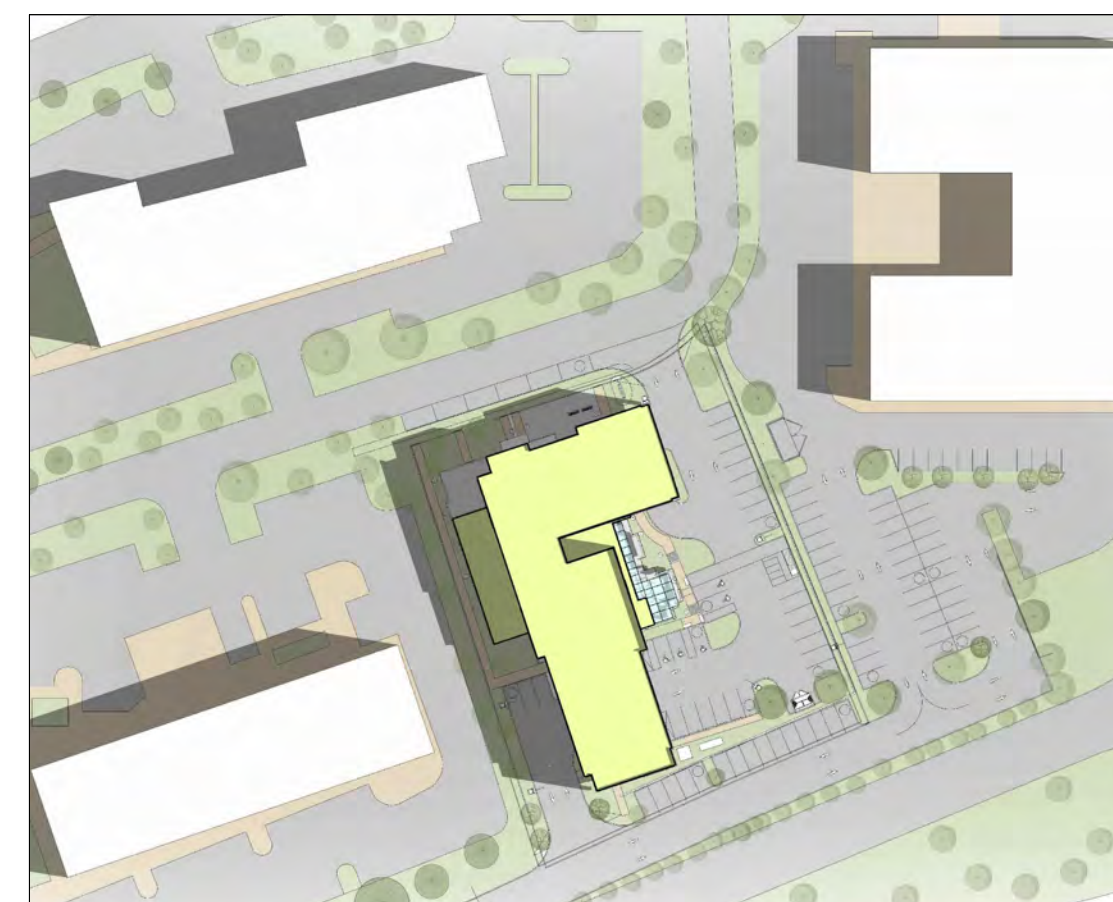


3:00 PM

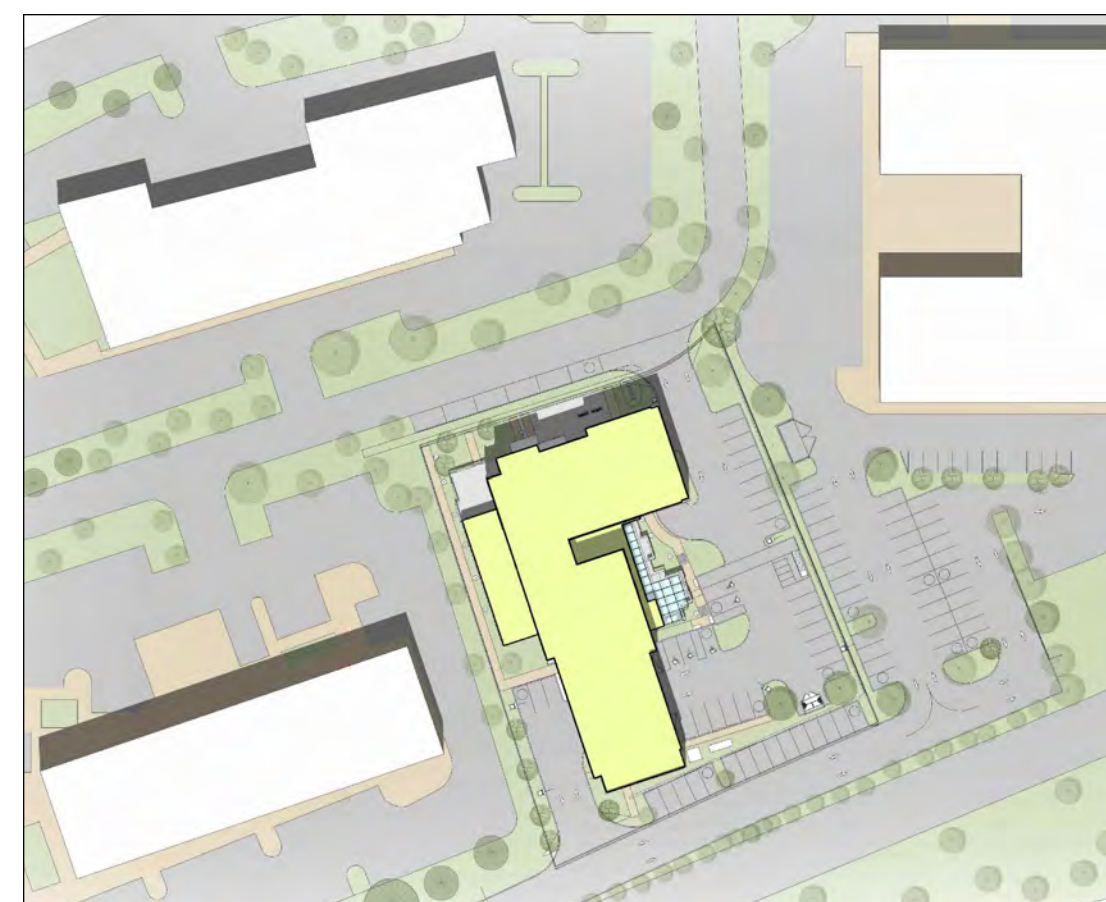


6:00 PM

21 JUNE
MDT-MOUNTAIN DAYLIGHT TIME
UTC -6 HOURS



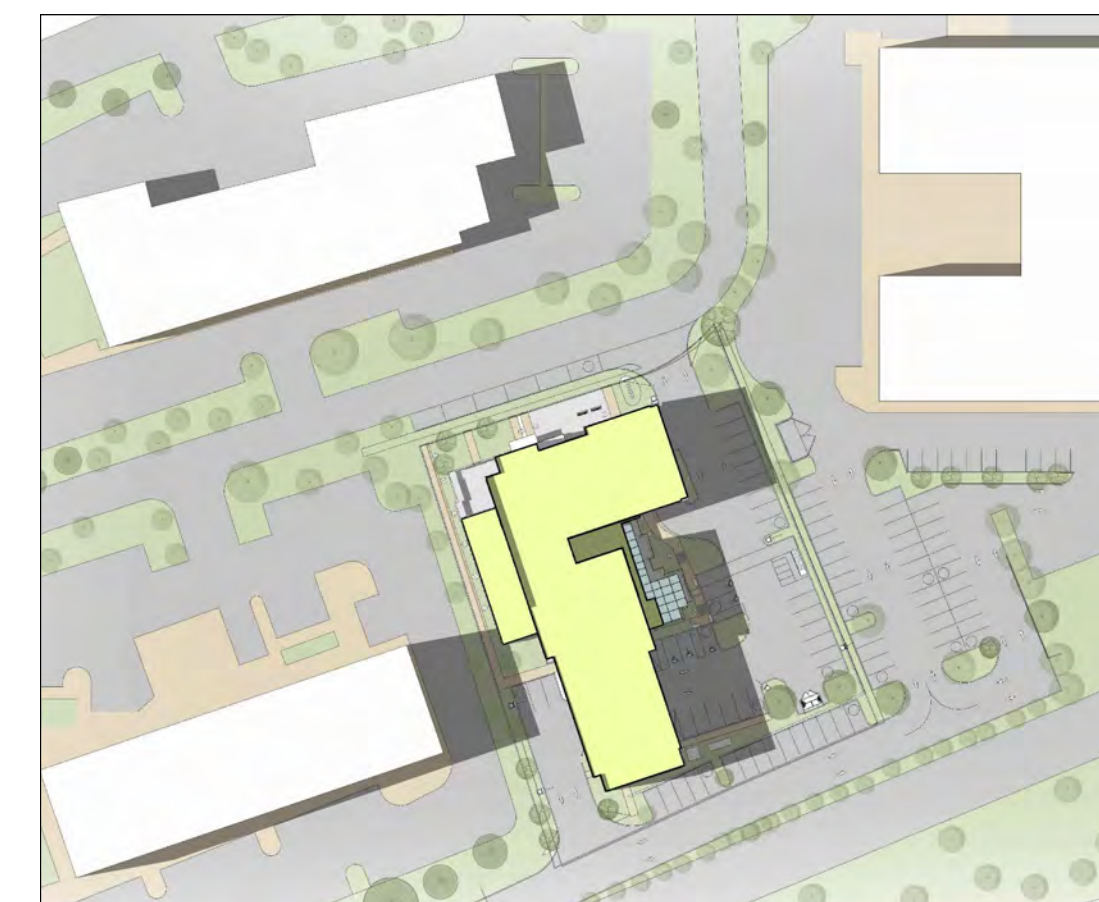
9:00 AM



12:00 PM



3:00 PM

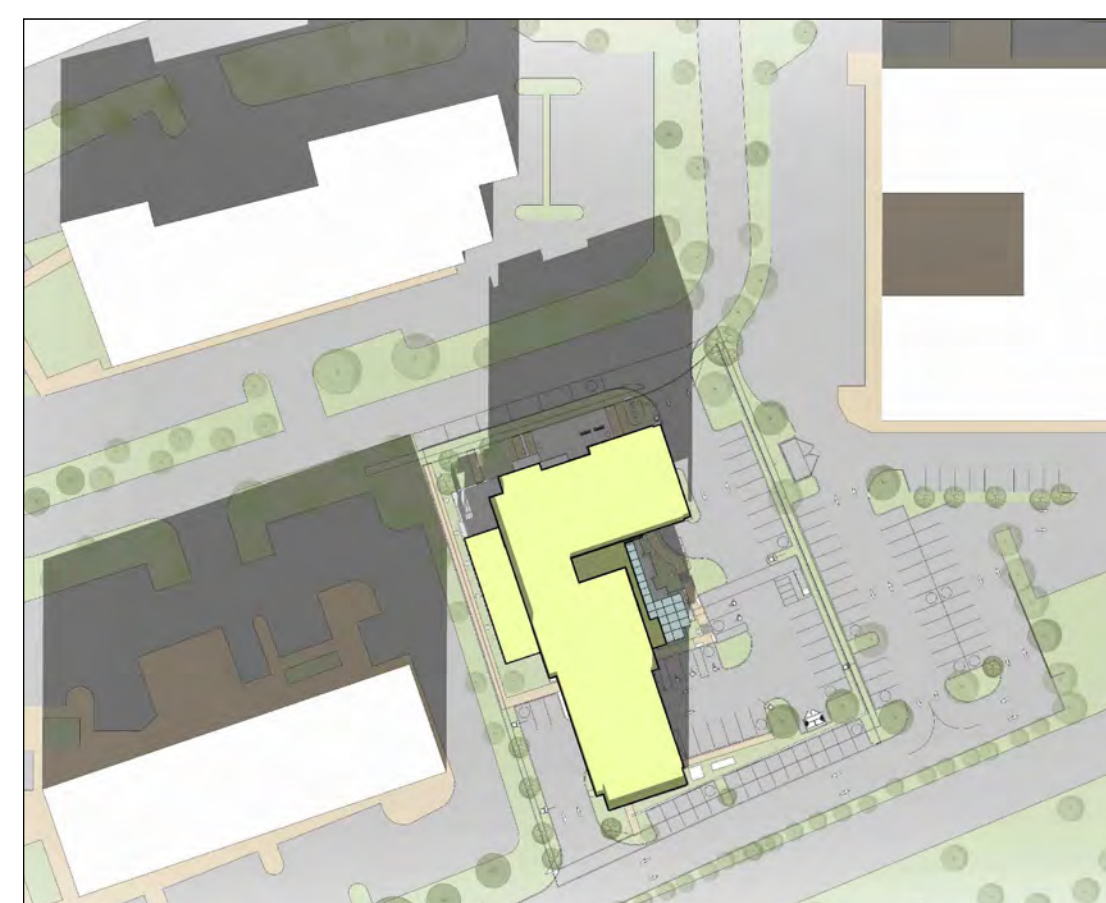


6:00 PM

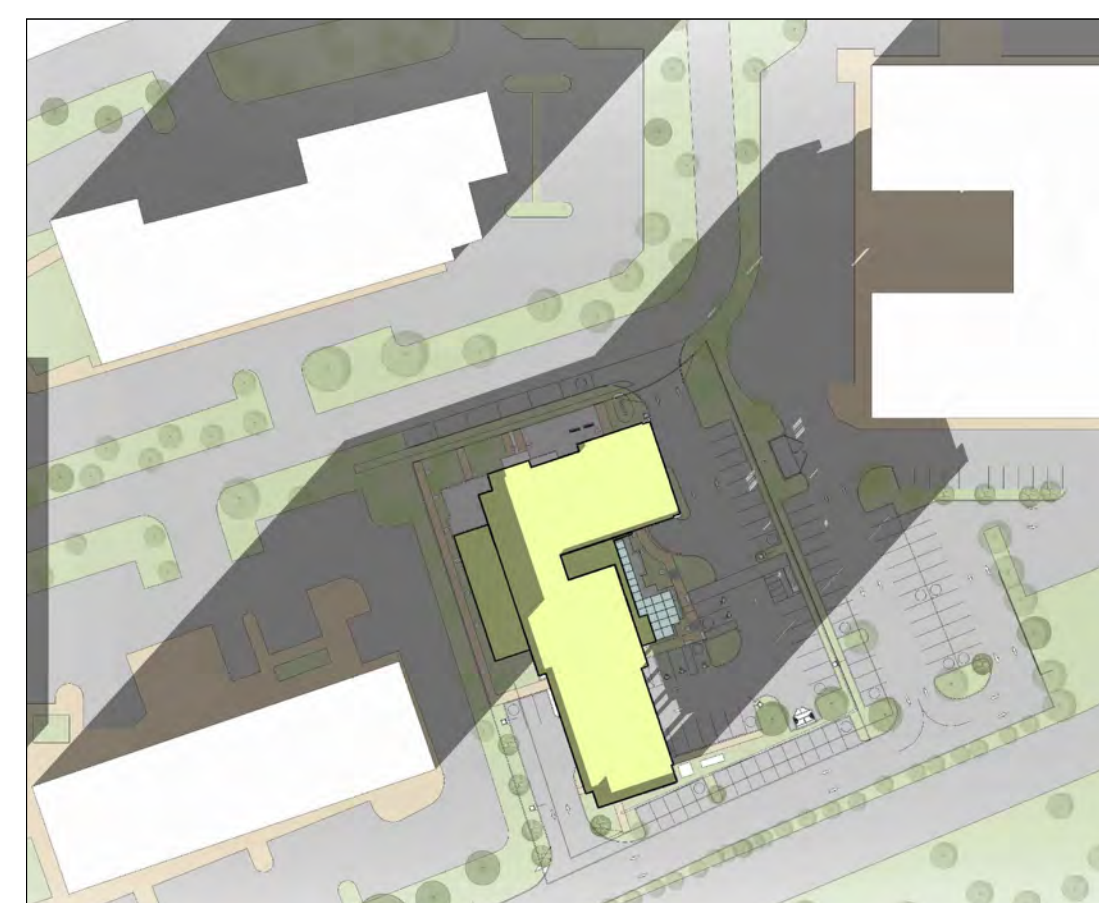
21 DECEMBER
MST-MOUNTAIN STANDARD TIME
UTC -7 HOURS



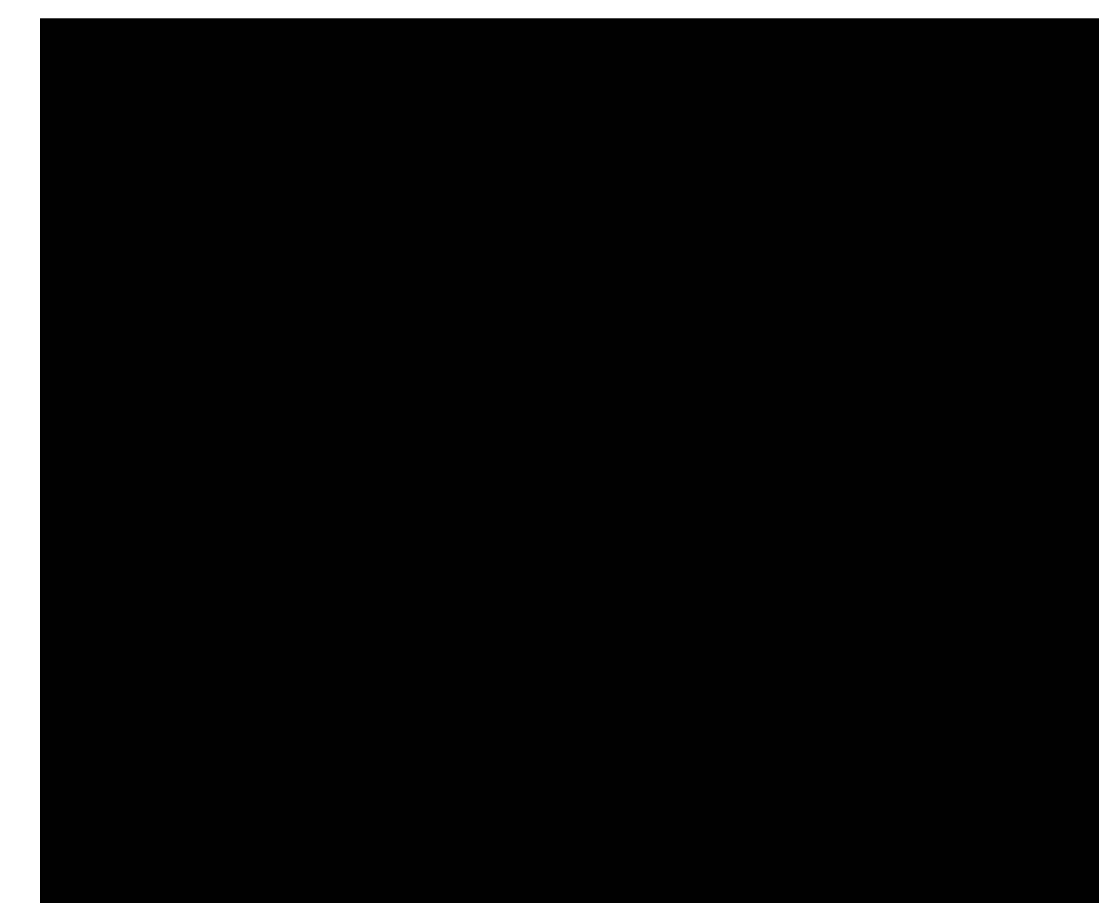
9:00 AM



12:00 PM



3:00 PM



6:00 PM



ALBUQUERQUE, NM

TIME ZONE (UTC) - -6 HOURS & -7 HOURS

MOUNTAIN STANDARD TIME (-7 HOURS)

MOUNTAIN DAYLIGHT TIME (-6 HOURS)

MST UTC-7h	MDT UTC-6h	MST UTC-7h
Jan	Feb	Mar
Apr	May	Jun
Jul	Aug	Sep
Oct	Nov	Dec



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Seal



Owner:



ALBUQUERQUE, NM

No.	ISSUE DATE	PROJECT STATUS

DATE 2022.03.04

DRAWN BY AZ/HA

CHECKED BY MK/SD

SCALE AS NOTED

PROJECT NO. B4-081-2101

SHEET NAME

SHADOW ANALYSIS

DRAWING NO.

A5.2



ALBUQUERQUE, NM

TIME ZONE (UTC) - -6 HOURS & -7 HOURS

MOUNTAIN STANDARD TIME (-7 HOURS)

MOUNTAIN DAYLIGHT TIME (-6 HOURS)



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Owner:



**21 MAY
SUMMER SUN ANALYSIS**

**MDT-MOUNTAIN DAYLIGHT TIME
UTC -6 HOURS**



9:00 AM



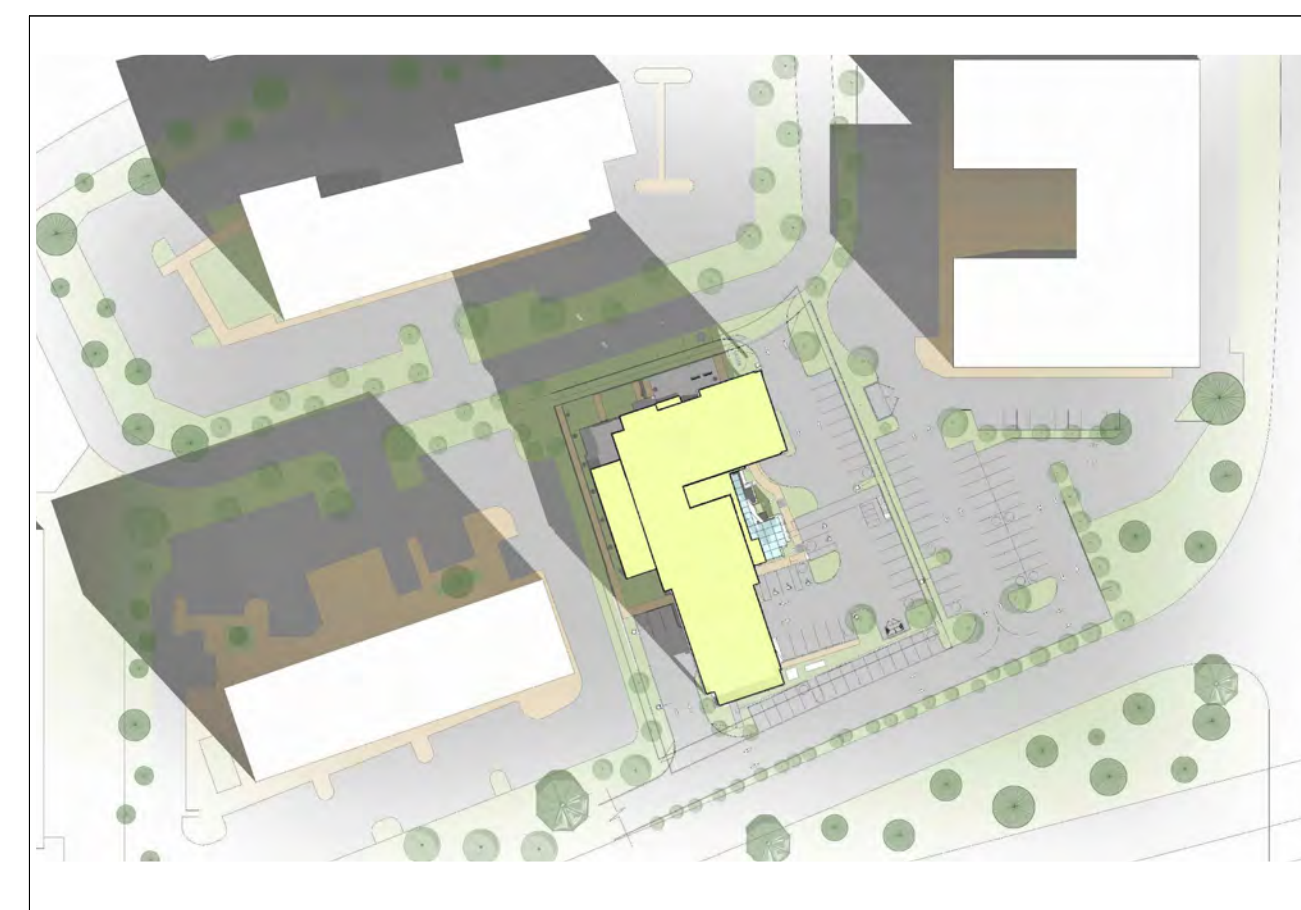
12:00 PM



4:00 PM

**21 NOVEMBER
WINTER SUN ANALYSIS**

**MST-MOUNTAIN STANDARD TIME
UTC -7 HOURS**



9:00 AM



12:00 PM



4:00 PM

ALBUQUERQUE, NM

No.	ISSUE DATE	PROJECT STATUS

DATE 2022.03.04

DRAWN BY AZ/HA

CHECKED BY MK/SD

SCALE AS NOTED

PROJECT NO. B4-081-2101

SHEET NAME

**SHADOW
ANALYSIS**

DRAWING NO.

A5.3

21 MAY SUMMER SUN ANALYSIS

MDT-MOUNTAIN DAYLIGHT TIME
UTC -6 HOURS

ALBUQUERQUE, NM

TIME ZONE (UTC) - -6 HOURS & -7 HOURS

MOUNTAIN STANDARD TIME (-7 HOURS)
MOUNTAIN DAYLIGHT TIME (-6 HOURS)



ELEVATION	AREA (SF)	9:00AM	12:00PM	4:00PM
EAST ELEVATION	2,083 SF	314 SF	314 SF	FULL SHADED
		15%	15%	FULL SHADED
NORTH ELEVATION	1,090 SF	FULL SHADED	FULL SHADED	260
		FULL SHADED	FULL SHADED	24%
WEST ELEVATION	2,852 SF	FULL SHADED	FULL SHADED	FULL GLARE
		FULL SHADED	FULL SHADED	FULL GLARE
SOUTH ELEVATION	1,135 SF	200 SF	50 SF	50 SF
		18%	4%	4%

09:00 AM



3D VIEW



EAST ELEVATION

TOTAL GLAZED AREA - 2,083 SF
TOTAL SHADE AREA - 314 SF
PERCENTAGE -15%



NORTH ELEVATION

TOTAL GLAZED AREA - 1,090 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



WEST ELEVATION

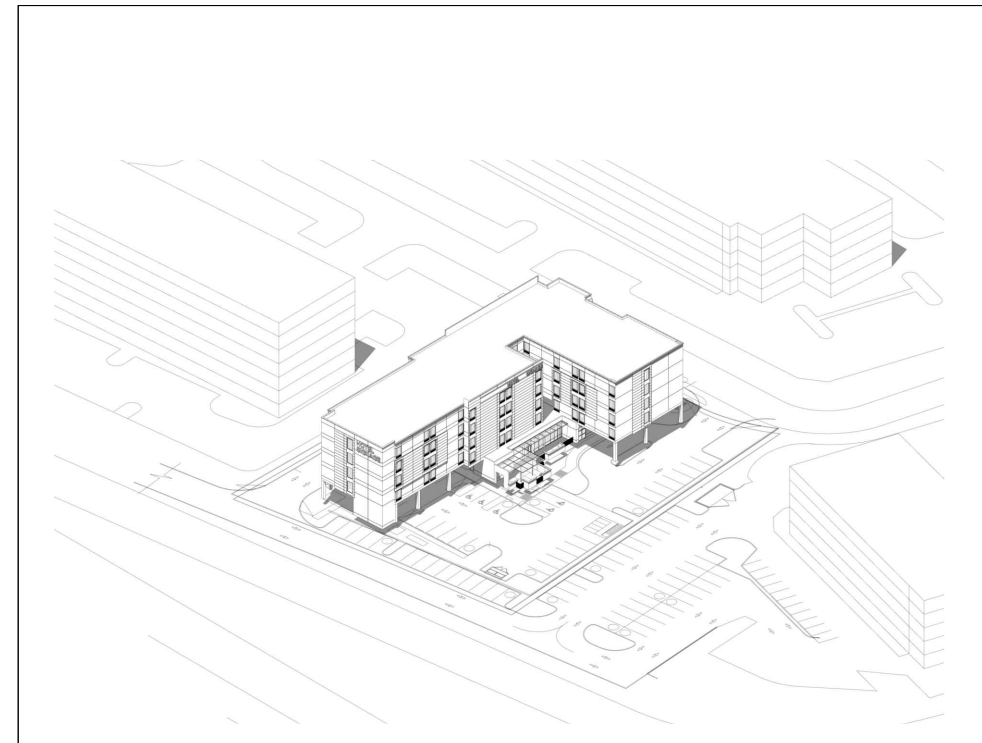
TOTAL GLAZED AREA - 2,852 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



SOUTH ELEVATION

TOTAL GLAZED AREA - 1,135 SF
TOTAL SHADE AREA - 200 SF
PERCENTAGE -18%

12:00 PM



3D VIEW



EAST ELEVATION

TOTAL GLAZED AREA - 2,083 SF
TOTAL SHADE AREA - 314 SF
PERCENTAGE -15%



NORTH ELEVATION

TOTAL GLAZED AREA - 1,090 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



WEST ELEVATION

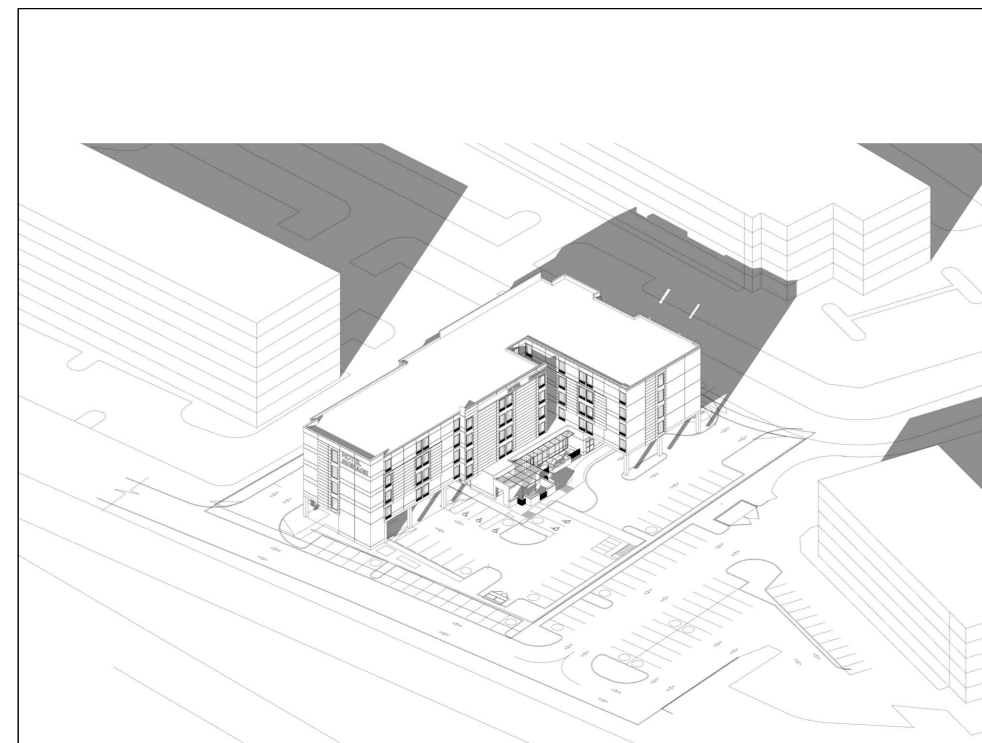
TOTAL GLAZED AREA - 2,852 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



SOUTH ELEVATION

TOTAL GLAZED AREA - 1,135 SF
TOTAL SHADE AREA - 50 SF
PERCENTAGE -4%

04:00 PM



3D VIEW



EAST ELEVATION

TOTAL GLAZED AREA - 2,083 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



NORTH ELEVATION

TOTAL GLAZED AREA - 1,090 SF
TOTAL SHADE AREA - 260 SF
PERCENTAGE -24%



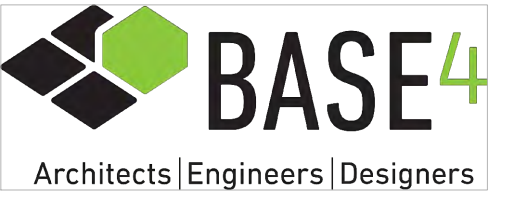
WEST ELEVATION

TOTAL GLAZED AREA - 2,852 SF
TOTAL SHADE AREA - FULL GLARE
PERCENTAGE -0%



SOUTH ELEVATION

TOTAL GLAZED AREA - 1,135 SF
TOTAL SHADE AREA - 50 SF
PERCENTAGE -4%



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ALBUQUERQUE, NM

No.	ISSUE DATE	PROJECT STATUS

DATE 2022.03.04

DRAWN BY AZ/HA

CHECKED BY MK/SD

SCALE AS NOTED

PROJECT NO. B4-081-2101

SHEET NAME

SHADOW
ANALYSIS

DRAWING NO.

A5.4

21 NOVEMBER WINTER SUN ANALYSIS

MST-MOUNTAIN STANDARD TIME
UTC -7 HOURS

ALBUQUERQUE, NM

TIME ZONE (UTC) - -6 HOURS & -7 HOURS

MOUNTAIN STANDARD TIME (-7 HOURS)
MOUNTAIN DAYLIGHT TIME (-6 HOURS)

ELEVATION	AREA	9:00AM	12:00PM	4:00PM
EAST ELEVATION	2,083 SF	282 SF	FULL SHADED	FULL SHADED
		14%	FULL SHADED	FULL SHADED
NORTH ELEVATION	1,090 SF	FULL SHADED	FULL SHADED	FULL SHADED
		FULL SHADED	FULL SHADED	FULL SHADED
WEST ELEVATION	2,852 SF	FULL SHADED	155 SF	155 SF
		FULL SHADED	5%	5%
SOUTH ELEVATION	1,135 SF	200 SF	494 SF	730 SF
		18%	44%	64%



09:00 AM



3D VIEW



EAST ELEVATION

TOTAL GLAZED AREA - 2,083 SF
TOTAL SHADE AREA - 282 SF
PERCENTAGE -14%



NORTH ELEVATION

TOTAL GLAZED AREA - 1,090 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



WEST ELEVATION

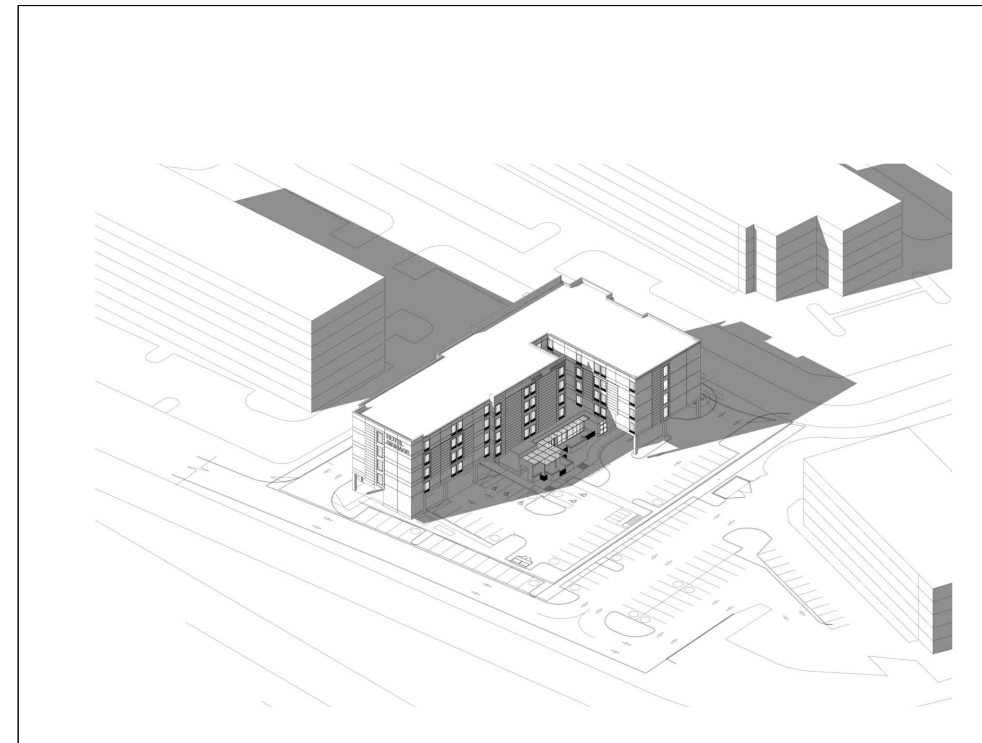
TOTAL GLAZED AREA - 2,852 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



SOUTH ELEVATION

TOTAL GLAZED AREA - 1,135 SF
TOTAL SHADE AREA - 200 SF
PERCENTAGE - 18%

12:00 PM



3D VIEW



EAST ELEVATION

TOTAL GLAZED AREA - 2,083 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



NORTH ELEVATION

TOTAL GLAZED AREA - 1,090 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



WEST ELEVATION

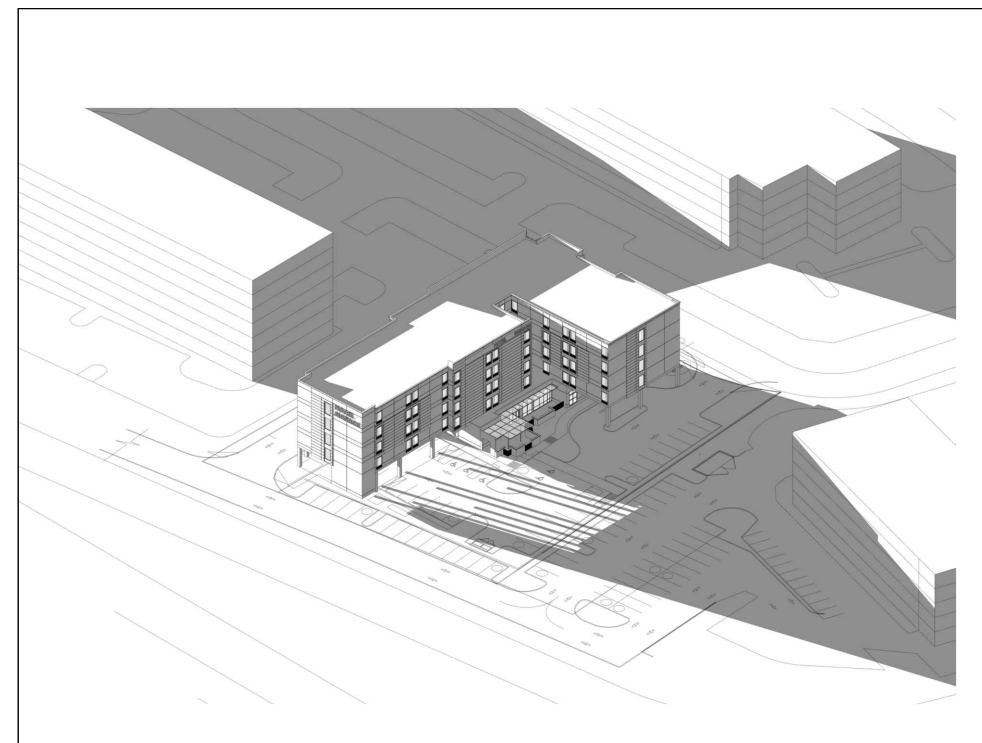
TOTAL GLAZED AREA - 2,852 SF
TOTAL SHADE AREA - 155 SF
PERCENTAGE -5%



SOUTH ELEVATION

TOTAL GLAZED AREA - 1,135 SF
TOTAL SHADE AREA - 494 SF
PERCENTAGE - 44%

04:00 PM



3D VIEW



EAST ELEVATION

TOTAL GLAZED AREA - 2,083 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



NORTH ELEVATION

TOTAL GLAZED AREA - 1,090 SF
TOTAL SHADE AREA - FULL SHADED
PERCENTAGE -100%



WEST ELEVATION

TOTAL GLAZED AREA - 2,852 SF
TOTAL SHADE AREA - 155 SF
PERCENTAGE - 5%



SOUTH ELEVATION

TOTAL GLAZED AREA - 1,135 SF
TOTAL SHADE AREA - 730 SF
PERCENTAGE - 64%



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Owner:



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No.	ISSUE DATE	PROJECT STATUS

DATE 2022.03.04

DRAWN BY AZ/HA

CHECKED BY MK/SD

SCALE AS NOTED

PROJECT NO. B4-081-2101

SHEET NAME

**SHADOW
ANALYSIS**

DRAWING NO.

A5.5

Current DRC
Project Number: _____

FIGURE 12

Date Submitted: March 4, 2022

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

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

Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DRB Project No.: _____
DRB Application No.: _____

AIRPORT HOTEL

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

LOT 2, BLOCK 4A, SUNPORT PARK

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
<input type="text"/>	<input type="text"/>	6' WIDTH	PCC SIDEWALK (SOUTH SIDE ONLY)	SUNPORT PLACE	NW PROPERTY CORNER	NE PROPERTY CORNER	/	/	/
<input type="text"/>	<input type="text"/>	24' MIN.	ASPHALT PAVING AND CURB & GUTTER	MAINTENANCE ROAD NORTH OF SUNPORT BLVD	SW PROPERTY CORNER	TRANSPORT STREET	/	/	/
<input type="text"/>	<input type="text"/>		DRIVEWAY ENTRANCE WITH ADA RAMPS	NE CORNER OF PROPERTY			/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/

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 _____

- 2 _____

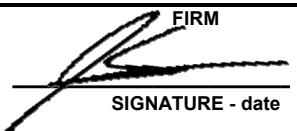
- 3 _____

AGENT / OWNER

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Jeremy Shell
NAME (print)

RESPEC
FIRM



3/3/2022
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