

April 25, 2025

City of Albuquerque Planning Department  
600 Second St NW  
Albuquerque, NM 87102

**Re: Letter of Authorization  
RioGAFA – Site Plan and Related Approvals  
1700 Unser Blvd NW, Albuquerque NM 87120**

To whom it may concern,

I hereby authorize Dekker, Ltd. and Bohannon Huston, Inc. to act as our designated agents in all matters related to development approvals for the property located at 1700 Unser Blvd, Albuquerque, NM.

This authorization includes, but is not limited to, the preparation, submission, and representation of applications and associated documentation before City of Albuquerque approval bodies in connection with the RioGAFA project. These bodies include, but are not limited to, the Environmental Planning Commission (EPC), the Development Facilitation Team (DFT), and the Development Hearing Officer (DHO).

Dekker, Ltd. and Bohannon Huston, Inc. are authorized to coordinate with City staff, attend hearings and meetings, and submit any forms, materials, or revisions required as part of the approval process.

If you have any questions regarding this authorization, please contact me directly.

Sincerely,



Rebecca Salvo  
Senior Vice President  
CSDCPC RioGAFA, LLC  
[rsalvo@22beacon.org](mailto:rsalvo@22beacon.org)

When recorded mail to:

CSDCPC RIOGAFA, LLC  
7320 East Deer Valley Road, Suite 110  
Scottsdale, AZ 85255  
Attn: Laura Fiemann

### SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **BERNCO INVESTORS LLC**, a New Mexico limited liability company, the Grantor, does hereby convey to and **CSDCPC RIOGAFA, LLC**, a Delaware limited liability company, the Grantee, the following real property situated in Bernalillo County, New Mexico ("**Property**"), together with all rights and privileges appurtenant thereto and any improvements located thereon:

SEE EXHIBIT A ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE.

The Property does not include and, notwithstanding anything to the contrary, Grantor expressly reserves onto Grantor, (a) all appurtenant water rights and any non-appurtenant water rights owned by Grantor, for their associated purposes of use whether for irrigation, ranching, stock, game, wildlife, domestic, commercial, recreation or other purposes, and from all sources whether surface water, groundwater, or springs, whether permitted or unpermitted by the New Mexico Office of the State Engineer, and all claims for water rights, and (b) all minerals, oil, gas, and other hydrocarbon substances and geothermal resources and mineral rights, on, over, in, under, or that may be produced from the Property (collectively, the "**Mineral Rights**").

WITH Special Warranty Covenants as provided under New Mexico Statutes § 47-1-38 (2021).

SUBJECT TO all general and special real property taxes and other assessments; reservations in patents; easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record; all matters that would be disclosed by an accurate ALTA/NSPS survey or inspection of the Property, and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

Notwithstanding any covenant or warranty that may otherwise be implied from the use of any word, phrase or clause herein, the Grantor only binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to the matters above set forth.

### RELINQUISHMENT AND WAIVER OF SURFACE RIGHTS

Notwithstanding anything to the contrary contained in this Special Warranty Deed,

RETURN TO FIRST AMERICAN TITLE CO GF# 2894942 M 165

Grantor, for itself and its successors and assigns, hereby relinquishes and waives all rights of Grantor and its successors and assigns to enter upon and use the Surface (as defined below) of all or any portion of the Property for any purpose, including without limitation, the right to enter upon, into or through the Surface of the Property for the development or removal of any of the Mineral Rights. For clarity, such Surface waiver does not prohibit subterranean underground activities that begin upon and are conducted from the surface of real property other than the Property. The term "**Surface**" means from the finished grade of the Property to five hundred (500) feet below the finished grade of the Property.


DATED: March 31, 2025.

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**GRANTOR:**

**BernCo Investors LLC**, a New Mexico limited liability company

By: GDC-NM LLC, a New Mexico limited liability company  
Its: Manager

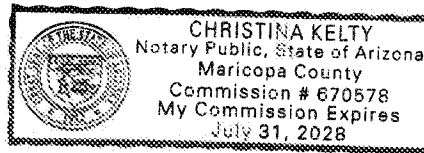
By:   
Jeffrey D. Garrett, Manager

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

This instrument was acknowledged before me this 27<sup>th</sup> day of March, 2025, by Jeffrey D. Garrett, the Manager of GDC-NM LLC, a New Mexico limited liability company, the Manager of BernCo Investors LLC, a New Mexico limited liability company, for and on behalf thereof.

My commission expires: 7/31/28

  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Tract lettered "B-1" of HERITAGE MARKETPLACE, as the same is shown on the Replat of Tract B, Heritage Marketplace, filed in the Office of the County Clerk of Bernalillo County, New Mexico on September 11, 2015 in plat Volume 2015C, folio 109 as Document No. 2015079607.