



Effective 3/01/2022

Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.		
SUBDIVISIONS	<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Forms P2)	<input type="checkbox"/> Extension of IIA: Temp. Def. of SW (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Amendment to Site Plan (Forms P & P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	MISCELLANEOUS APPLICATIONS	<input checked="" type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	PRE-APPLICATIONS
<input type="checkbox"/> Minor - Final Plat (Forms S & S2)	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	<input type="checkbox"/> Sketch Plan Review and Comment (Form P2)
SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
<input type="checkbox"/> DRB Site Plan (Forms P & P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)
BRIEF DESCRIPTION OF REQUEST		
Vacation of Private Drainage Easement		

APPLICATION INFORMATION		
Applicant/Owner: Bernco Investors LLC		Phone: 505-453-4302
Address: 6900 E Camelback Road Suite 607		Email: ted@ggi-nm.com
City: Scottsdale	State: AZ	Zip: 85250
Professional/Agent (if any): TIERRA WEST LLC		Phone: (505) 858-3100
Address: 5571 MIDWAY PARK PLACE NE,		Email: vperea@tierrawestllc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site: Owner	List all owners:	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: Tract B-1	Block:	Unit:
Subdivision/Addition: Heritage Marketplace	MRGCD Map No.:	UPC Code: 100905952600140105
Zone Atlas Page(s): H-09-Z	Existing Zoning: MX-L	Proposed Zoning MX-L
# of Existing Lots: 1	# of Proposed Lots: 1	Total Area of Site (Acres): 9.05 Acres
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: 1700 UNSER BLVD NW	Between: Interstate 40	and: Ladera Dr NW
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		
1003275, Z-81-49, PR-2018-005826, 13-EPC-40148		

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:	Date: 11.04.22
Printed Name: Ronald R. Bohannon	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent



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<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Amendment to Site Plan (Forms P & P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	MISCELLANEOUS APPLICATIONS	<input checked="" type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
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SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
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BRIEF DESCRIPTION OF REQUEST		
Vacation of Public Drainage Easement		

APPLICATION INFORMATION		
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Address: 6900 E Camelback Road Suite 607		Email: ted@ggi-nm.com
City: Scottsdale	State: AZ	Zip: 85250
Professional/Agent (if any): TIERRA WEST LLC		Phone: (505) 858-3100
Address: 5571 MIDWAY PARK PLACE NE,		Email: vperea@tierrawestllc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site: Owner	List all owners:	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: Tract B-1	Block:	Unit:
Subdivision/Addition: Heritage Marketplace	MRGCD Map No.:	UPC Code: 100905952600140105
Zone Atlas Page(s): H-09-Z	Existing Zoning: MX-L	Proposed Zoning MX-L
# of Existing Lots: 1	# of Proposed Lots: 1	Total Area of Site (Acres): 9.05 Acres
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: 1700 UNSER BLVD NW	Between: Interstate 40	and: Ladera Dr NW
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		
1003275, Z-81-49, PR-2018-005826, 13-EPC-40148		

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Printed Name: Ronald R. Bohannon	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent



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SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
<input type="checkbox"/> DRB Site Plan (Forms P & P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)
BRIEF DESCRIPTION OF REQUEST		
Vacation of Public Water Easement		

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Address: 6900 E Camelback Road Suite 607		Email: ted@ggi-nm.com
City: Scottsdale	State: AZ	Zip: 85250
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City: Albuquerque	State: NM	Zip: 87109
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Lot or Tract No.: Tract B-1	Block:	Unit:
Subdivision/Addition: Heritage Marketplace	MRGCD Map No.:	UPC Code: 100905952600140105
Zone Atlas Page(s): H-09-Z	Existing Zoning: MX-L	Proposed Zoning: MX-L
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I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:	Date: 11.04.22
Printed Name: Ronald R. Bohannon	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FORM V: Vacations of Easements or Right-of-way– DRB

Please refer to the DRB meeting schedules for dates and deadlines. Your attendance is required.

VACATION OF RIGHT-OF-WAY – DRB

VACATION OF RIGHT-OF-WAY – COUNCIL

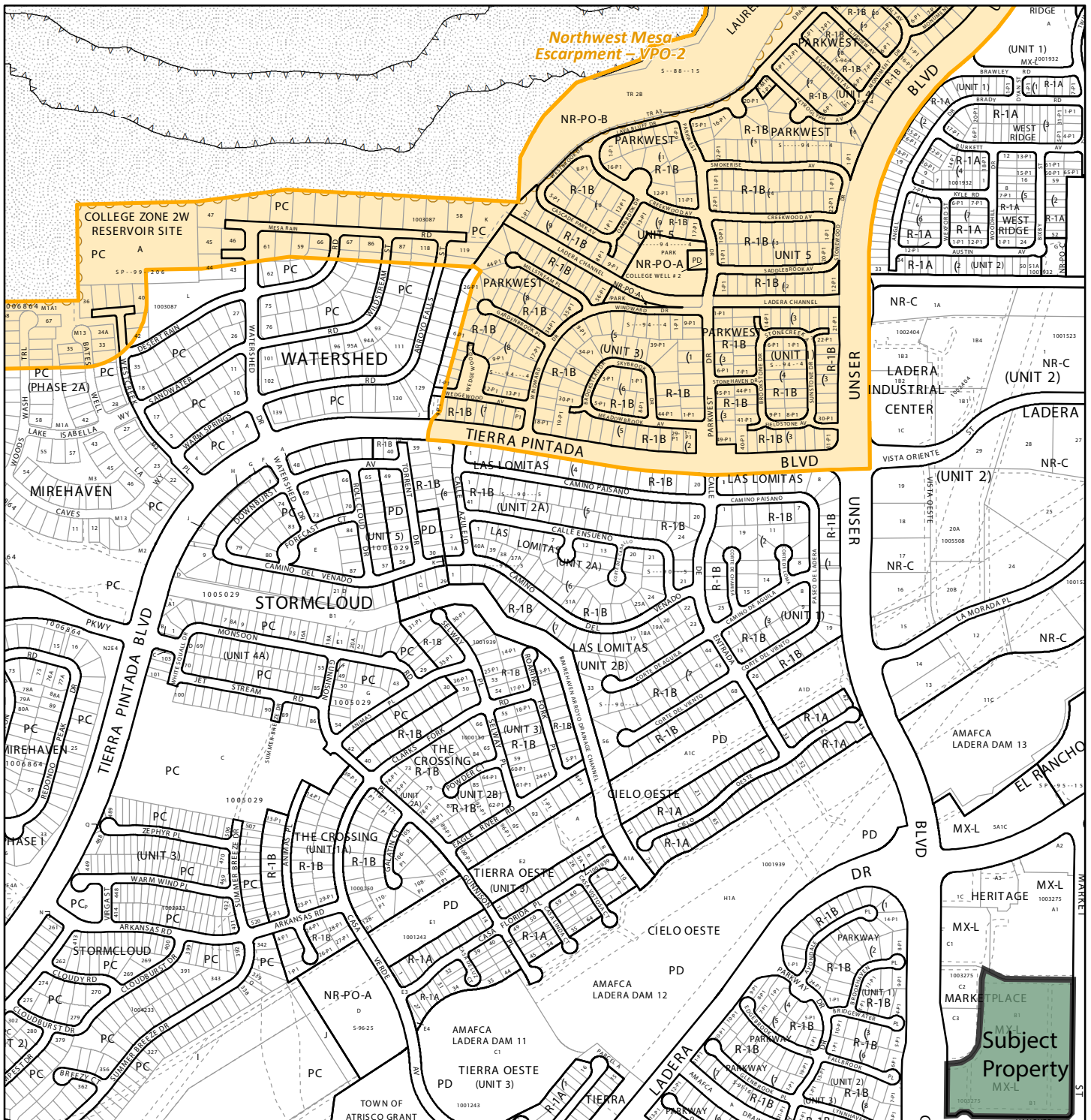
- Interpreter Needed for Meeting? _____ if yes, indicate language: _____
- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form V at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Letter of authorization from the property owner if application is submitted by an agent
- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(M)
- Copy of the complete document which created the easement(s)
Not required for City owned public right-of-way.
- Drawing showing the easement or right-of-way to be vacated
- If easements, list number to be vacated _____
- Square footage to be vacated (see IDO Section 14-16-6-6(M) _____)
- Proof of Neighborhood Meeting per IDO Section 14-16-6-4(K) and DPM 2-9-(E)(3)
 - Office of Neighborhood Coordination neighborhood meeting inquiry response
 - Proof of email with read receipt OR Certified Letter offering meeting to applicable associations
 - Completed neighborhood meeting request form(s)
 - If a meeting was requested/held, copy of sign-in sheet and meeting notes
- Required notices with content per IDO Section 14-16-6-4(K)
 - Office of Neighborhood Coordination notice inquiry response
 - Copy of notification letter, completed notification form(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b), and proof of first-class mailing to affected Neighborhood Association representatives.
 - Proof of emailed notice to affected Neighborhood Association representatives
 - Buffer map and list of property owners within 100 feet (excluding public rights-of-way) provided by Planning Department or created by applicant, copy of notifying letter, completed notification forms(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b), and proof of first-class mailing
- Sign Posting Agreement - IDO Section 14-16-6-6(K)(4) is satisfied

VACATION OF PRIVATE EASEMENT

VACATION OF PUBLIC EASEMENT

- N/A Interpreter Needed for Meeting? _____ if yes, indicate language: _____
- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form V at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Letter of authorization from the property owner if application is submitted by an agent
- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(M)
- Copy of the complete document which created the easement(s)
- Drawing showing the easement to be vacated
 - 1- Public Drainage Easement
 - 1- Private Drainage Easement
 - 1- Public Water Easement
- List number to be vacated 3
- Proof of Pre-Application meeting - Sketch Plat Action Sheet

The vacation must be shown on a DRB approved plat recorded by the County Clerk within one year, or it will expire.



For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018

IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).

Zone Atlas Page:
H-09-Z

- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone

Gray Shading
Represents Area Outside
of the City Limits

0 250 500 1,000 Feet

November 4, 2022

Ms. Jolene Wolfley
Development Review Board
600 Second NW
Albuquerque, NM 87102

RE: **DRB REQUEST FOR VACATION OF PUBLIC & PRIVATE EASEMENTS APPROVAL
1700 UNSER BLVD NW ALBUQUERQUE, NM 87120
TR B-1 PLAT OF TR B-1 HERITAGE MARKETPLACE
(BEING A REPLAT OF TRACT B, HERITAGE MARKETPLACE)
ZONE ATLAS PAGE: H-09-Z**

Dear Ms. Wolfley:

Tierra West, LLC, on behalf of Bernco Investors, LLC and Keystone Homes, requests approval of a vacation of two public easements and one private easement for the above referenced sites. The two public easements to be vacated are a 30' Public Drainage Easement and a 10' Public Water Easement. The private easement to be vacated is a 20' Private Drainage Easement.

Site and Easement Locations

The development site is located on a vacant single tract of land along the east side of Unser Boulevard NW, north of Hanover Road NW, and west of Market Street NW and consists of approximately 9.04 acres within the Heritage Marketplace Master Site Development Plan. Address of the site is 1700 Unser Blvd NW. The site is bordered on the north and west by an internal private access road with Wal-Mart Neighborhood Market to the north and Starbucks and Taco Bell to the west. To the east of the property across Market Street are multifamily apartments and to the south of the property across Hanover Road is R-1B residential. The subject property is currently undeveloped with development plans to construct a townhome residential development for Keystone Homes. The townhome site plan was approved by the EPC on August 18, 2022.

The 30' Public Drainage Easement to be vacated is located along the south property line of the site and runs east-west. Only a portion of this 30' easement will be vacated to re-route an existing 42" Public Storm Drain around one of the planned townhome buildings.

The 10' Public Water Easement runs north-south in the southwesterly quadrant of the site in which only a portion of this 10' easement will be vacated to re-route an existing 8" Public Waterline around one of the planned townhome buildings.

The 20' Private Drainage Easement runs north-south in the eastern half of the site where the whole span of easement will be vacated to re-route an existing private storm drain further east to be within one of the proposed internal drive aisles of the townhome development. All of these re-routes will dedicate new public and private drainage easements through a major subdivision replat.

Context /Request

The justification presented below addresses the Vacation of Easement for DRB request requirements pursuant to IDO Section 6-6(M)(3):

6-6(M)(3)(a) The Public welfare does not require that the easement, private way, or public ROW be retained.

RESPONSE: The 10' Public Water Easement contains an existing 8" public waterline that helps to service water supply to the properties within the Heritage Marketplace Site Development Plan. This waterline will be required to continue service to the Heritage Marketplace properties however there is no requirement

for the waterline to remain in the place it is currently located. The waterline will be relocated and will have a new public water easement dedicated prior to a final plat approval and recording that will officially grant the vacation.

The 30' Public Drainage Easement contains an existing 42" public storm drain that helps convey drainage from west side of Unser and down Hanover Road. Only a portion of this drainage easement will be relocated within the subject property and will require a relocation of a portion of the 42" storm drain and new public drainage easement dedicated prior to any portion of the existing easement be vacated. The public welfare however, does not require this easement needs to remain in its current state so long as the storm drain line is properly relocated and enters and exits the property in the same manner as it currently does today. Coordination with City Hydrology has preliminarily approved the proposed re-route of this public storm drain.

The 20' Private Drainage Easement contains an existing private storm drain that helps convey drainage from the Heritage Marketplace internal private access road across the subject property and to the existing 42" public storm drain previously mentioned. This storm drain is private and does not benefit the general public. This storm drain would require an easement for the benefit of Heritage Marketplace however does not require that it remain in the location it is today so long as the storm drain is relocated and a new private easement granted that would maintain the existing drainage pattern. Coordination with City Hydrology has preliminarily approved the proposed re-route of this private storm drain.

6-6(M)(3)(b) There is a net benefit to the public welfare because the development made possible by the Vacation is clearly more beneficial to the public welfare than the minor detriment resulting from the Vacation, and there is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right.

RESPONSE: There is a net benefit to the public welfare for these vacations. The vacations will allow a development of townhomes and will maximize the number of units available to the public seeking residency. The vacations will be re-established in a different location with relocated utility lines that will have very minor to no disruptions to the public for water and drainage.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me at 505-858-3100 or vperea@tierrawestllc.com.

Sincerely,



Vinny Perea, P.E.

cc: Jim Belfiore, Keystone Homes
Chris Hundelt, Keystone Homes
Ted Garrett, Bernco Investors, LLC

JN: 2022057
RRB/vp/

PLAT OF
TRACT B-1
HERITAGE MARKETPLACE

(BEING A REPLAT OF TRACT B, HERITAGE MARKETPLACE)
WITHIN
THE TOWN OF ATRISCO GRANT
PROJECTED SECTIONS 15 AND 16, TOWNSHIP 10 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO

JUNE, 2015

PROJECT NUMBER: 1003275

Application Number: 15DRB-70273

PLAT APPROVAL

UTILITY APPROVALS:

<u>Fernando Vigil</u> Public Service Company of New Mexico	<u>8-4-15</u> Date
<u>Ch. Gallardo</u> New Mexico Gas Company	<u>7-31-15</u> Date
<u>[Signature]</u> QWest Corporation d/b/a CenturyLink QC	<u>8-4-15</u> Date
<u>[Signature]</u> Comcast	<u>7/31/15</u> Date

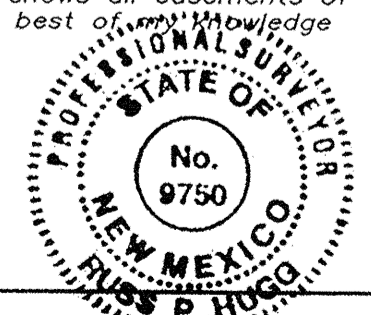
CITY APPROVALS:

<u>Jean M. Rosenbauer P. S.</u> City Surveyor Department of Municipal Development	<u>7/29/15</u> Date
<u>N/A</u> Real Property Division	<u>9/11/15</u> Date
<u>N/A</u> Environmental Health Department	<u>9/11/15</u> Date
<u>Russell M. Wood</u> Traffic Engineering, Transportation Division	<u>8/26/15</u> Date
<u>Wade Ladue</u> ABCWUA	<u>08/26/15</u> Date
<u>Carol S. Dumont</u> Parks and Recreation Department	<u>8-26-15</u> Date
<u>Cherie A. Chew</u> AMAFCA	<u>8-27-15</u> Date
<u>Rita P. Hugg</u> City Engineer	<u>8-26-15</u> Date
<u>[Signature]</u> ARB Chairperson, Planning Department	<u>9/11/15</u> Date

SURVEYOR'S CERTIFICATION

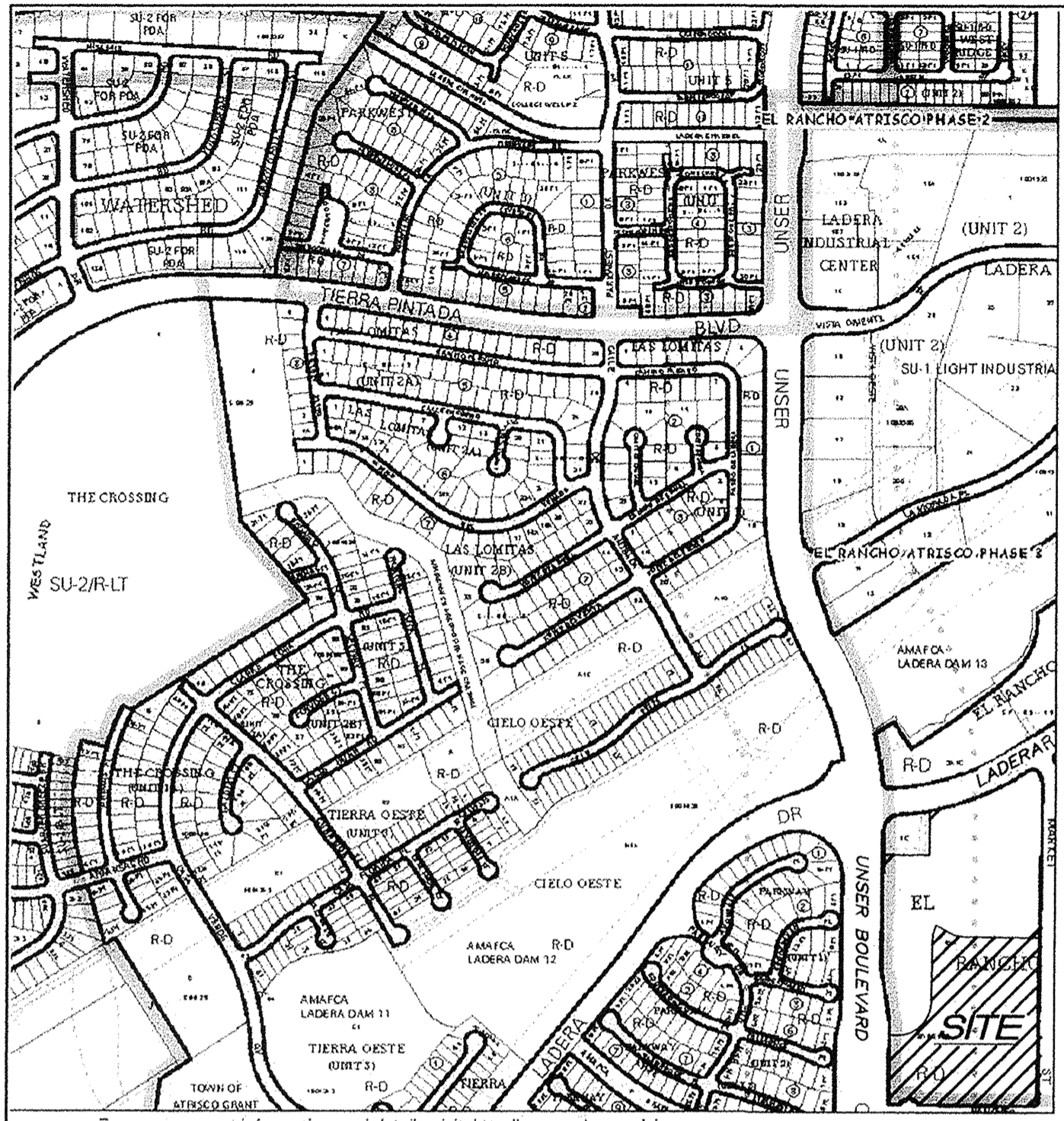
I, Russ P. Hugg, New Mexico Professional Surveyor Number 9750, hereby certify that this plat of survey was prepared from field notes of an actual ground survey performed by me or under my direct supervision; that it meets the Standards for Land Surveys in the State of New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Professional Surveyors; that it meets the minimum requirements for surveys and monumentation of the Albuquerque Subdivision Ordinance; that it shows all easements of record; and that it is true and correct to the best of my knowledge and belief.

Russ P. Hugg
NMPS No. 9750
June 3, 2015



SURVOTEK, INC.

Consulting Surveyors Phone: 505-897-3366
9384 Valley View Drive, N.W. Albuquerque, New Mexico 87114 Fax: 505-897-3377



VICINITY MAP
Not to Scale

GENERAL NOTES

- Bearings are grid based on the New Mexico State Plane Coordinate System, Central Zone (NAD 83).
- Distances are ground.
- Distances shown along curved lines are arc lengths.
- Record Plat bearings and distances, as shown hereon do not differ from those established by the Bulk Land Plat filed February 19, 2015 in Plat Book 2015C, page 14.
- All corners that were set are either a 5/8" rebar with cap stamped "HUGG L.S. 9750" or a concrete nail with brass disk stamped "HUGG L.S. 9750" unless otherwise indicated hereon.
- All corners found in place and held were tagged with a brass disk stamped "HUGG L.S. 9750" unless otherwise indicated hereon.
- City of Albuquerque Zone Atlas Page: H-9-Z

SUBDIVISION DATA

Total number of existing Tracts: 1
Total number of new Tracts created: 1
Gross Subdivision acreage: 9.0540 acres

TREASURERS CERTIFICATION

This is to certify that taxes are current and paid on the following:

100905950900240105
Western Albuquerque Land Holdings LLC
[Signature] 9-11-15
Bernalillo County Treasurer Date

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- Qwest for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

DISCLAIMER

In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

PURPOSE OF PLAT:

The Purpose of this plat is to:

- To show the Public Waterline and Public Storm Drain Easements that were VACATED by 15DRB-70272.
- Grant the new Public Waterline Easement as shown hereon.

DOCN 2015079607

09/11/2015 11:42 AM Page: 1 of 3
PLAT R: 325.00 S: 2015C P: 0109 M. Toulouse Oliver, Bernalillo Cour

**PLAT OF
TRACT B-1
HERITAGE MARKETPLACE**

(BEING A REPLAT OF TRACT B, HERITAGE MARKETPLACE)
WITHIN

**THE TOWN OF ATRISCO GRANT
PROJECTED SECTIONS 15 AND 16, TOWNSHIP 10 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO**

JUNE, 2015

LEGAL DESCRIPTION

Tract B, Heritage Marketplace as the same is shown and designated on the plat entitled "BULK LAND PLAT OF TRACTS A, B AND C, HERITAGE MARKETPLACE (BEING A REPLAT OF TRACT 1-A-1, EL RANCHO ATRISCO PHASE III) WITHIN THE TOWN OF ATRISCO GRANT, PROJECTED SECTIONS 9, 10, 15 AND 16, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico, on February 19, 2015 in Plat Book 2015C, Page 14.

Said parcel contains 9.0540 acres, more or less.

FREE CONSENT AND DEDICATION

SURVEYED AND REPLATTED and now comprising "PLAT OF TRACT B, HERITAGE MARKETPLACE (BEING A REPLAT OF TRACT B, HERITAGE MARKETPLACE WITHIN THE TOWN OF ATRISCO GRANT IN PROJECTED SECTIONS 15 AND 16, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, is with the free consent of and in accordance with the wishes and desires of the undersigned owner(s) and proprietors(s). Said owner(s) and proprietor(s) do hereby grant the public easements as shown hereon. Said owner(s) and proprietor(s) do hereby warrant that they hold among them complete and indefeasible title in fee simple to the land subdivided. Said owner(s) and proprietor(s) do hereby consent to all of the foregoing and do hereby certify that they are so authorized to act.

OWNER(S)

WESTERN ALBUQUERQUE LAND HOLDINGS, LLC a Delaware Limited Liability Company

By: FIVE MILE CAPITAL WESTLAND SPE, LLC a Delaware Limited Liability Company
Its: Servicing Member

By: FIVE MILE CAPITAL POOLING DOMESTIC, LLC a Delaware Limited Liability Company
It's sole member

By: FIVE MILE CAPITAL PARTNERS, LLC a Delaware Limited Liability Company
It's manager

By: _____

Name: Scott Leitman

Title: Managing Director

NOTICE OF SUBDIVISION PLAT CONDITIONS

TRACTS A, B AND C
HERITAGE MARKETPLACE

The plat of TRACTS A, B AND C, HERITAGE MARKETPLACE filed February 19, 2015 in Plat Book 2015C, page 14 has been granted a variance or waiver from certain subdivision requirements pursuant to Section 7 of the City of Albuquerque Subdivision Ordinance.

Future subdivision of lands within this plat, zoning Site Development Plan approvals, and development permits may be conditioned upon dedication of right-of-way and easements, and/or upon infrastructure improvements by the owner for water, sanitary sewer, streets, drainage, grading, and parks in accordance with current resolutions, ordinances, and policies in effect at the time for any specific proposal.

The City and AMAFCA (with reference to drainage) may require and/or permit easements to be added, modified, or removed when future plats and/or Site Development Plans are approved.

By its approval of this subdivision, the City makes no representation or warranties as to availability of utilities, or final approval of all requirements including (but not limited to) the following items: water and sanitary sewer availability; future street dedications and/or improvements; park and open space requirements; drainage requirements and/or improvements; and excavation, filling, or grading requirements. Any person intending development of lands within this subdivision is cautioned to investigate the status of these items.

At such time as all such conditions have been satisfactorily met, the City Engineer shall approve a recordable document, removing such conditions from all of from a portion of the area within the subject subdivision.

ACKNOWLEDGMENT FOR REPRESENTATIVE CAPACITY

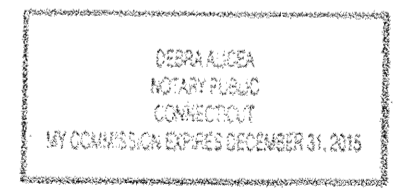
STATE OF Connecticut
COUNTY OF Fairfield SS

This instrument was acknowledged before me on July 28, 2015, by

Scott Leitman as Managing Director of Five Mile Capital Partners LLC, a Delaware limited liability company, Manager of Five Mile Capital Pooling Domestic LLC, a Delaware limited liability company, Sole Member of Five Mile Capital Westland SPE LLC, a Delaware limited liability company, Servicing Member for Western Albuquerque Land Holdings, LLC, a Delaware limited liability company, on behalf of said company.

Debra Alicea 12-31-15

Notary Public My commission expires



SECTION 14-14-4-7 PROHIBITION ON PRIVATE RESTRICTIONS ON THE INSTALLATION OF SOLAR COLLECTORS

"No property within the area of this plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of proposed plat. The foregoing requirement shall be a condition to approval of this plat."

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.19	N89°23'47"W
L2	22.19	S89°20'38"E
L3	9.97	N19°12'47"E
L4	78.48	S61°05'32"E
L5	48.39	S88°07'51"W
L6	20.00	N89°23'47"W
L7	42.78	S85°19'44"E
L8	27.49	S89°21'01"E
L9	65.96	N69°46'41"E
L10	35.03	N82°13'00"W
L11	32.95	S89°21'01"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	39.27'	25.00'	25.00'	35.35'	N45°36'15"E	89°59'56"
C2	105.42'	51.09'	85.41'	87.69'	N89°23'47"W	118°13'42"
C3	235.61'	150.00'	149.99'	212.12'	N45°39'31"E	89°59'42"
C4	69.72'	200.00'	35.22'	69.37'	S10°39'14"W	19°58'28"
C5	56.72'	115.00'	28.95'	56.14'	S75°13'17"E	28°15'29"
C6	23.64'	165.50'	11.84'	23.62'	N58°31'04"E	8°11'02"
C7	22.72'	51.09'	11.55'	22.53'	N61°56'01"W	25°28'31"



SURVOTEK, INC.
Consulting Surveyors
9384 Valley View Drive, N.W. Albuquerque, New Mexico 87114
Phone: 505-897-3368 Fax: 505-897-3377

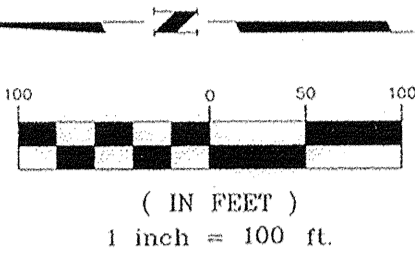
PLAT OF
TRACT B-1
HERITAGE MARKETPLACE
 (BEING A REPLAT OF TRACT B, HERITAGE MARKETPLACE)
 WITHIN
 THE TOWN OF ATRISCO GRANT
 PROJECTED SECTIONS 15 AND 16, TOWNSHIP 10 NORTH, RANGE 2 EAST
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO

JUNE, 2015

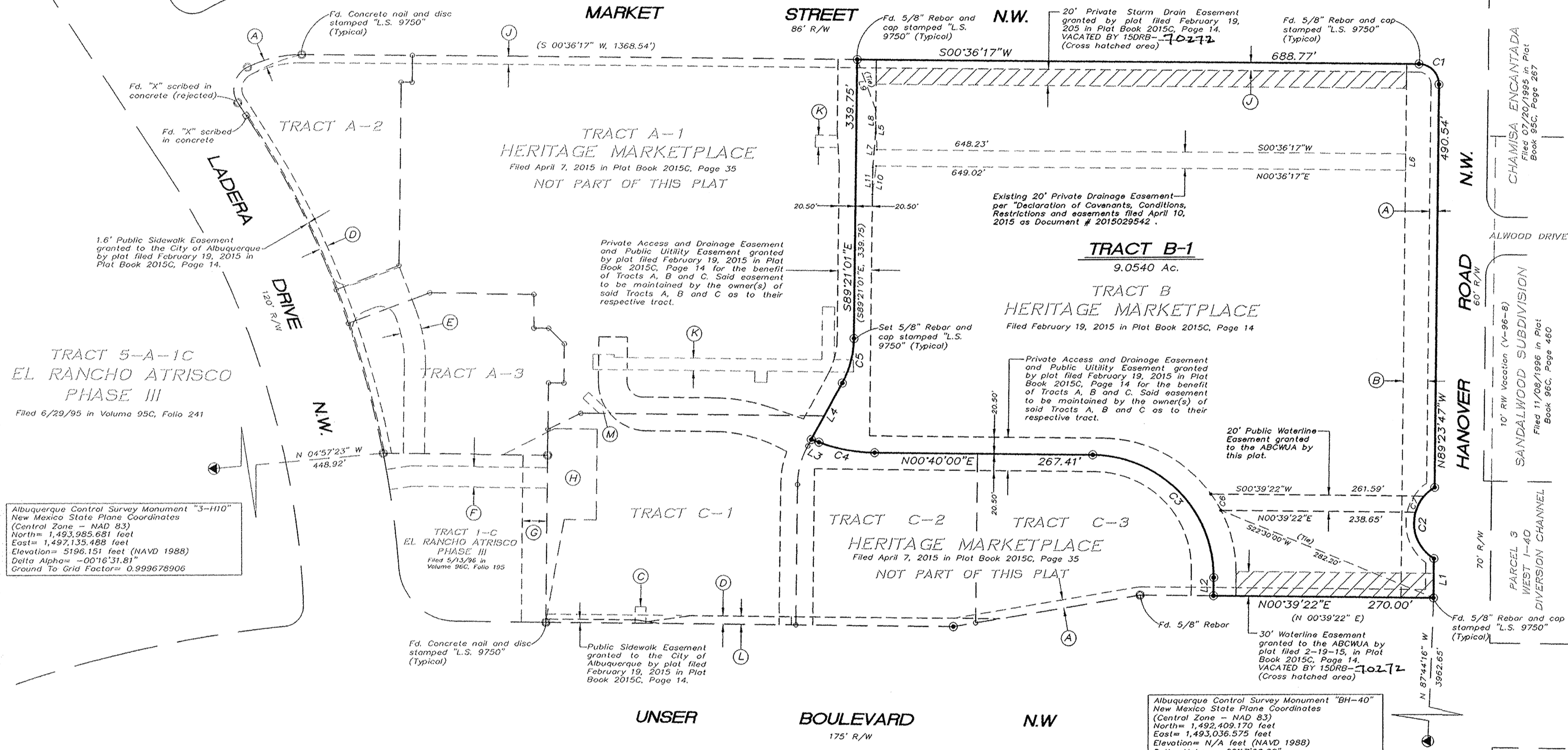
DRAINAGE NOTE

There is an existing Private Blanket Drainage Easement over Tracts A and C, excluding any future buildings granted by plat filed February 19, 2015 in Plat Book 2015C, Page 14 for the benefit of Tracts A, C and Tract 1-C, El Rancho Atrisco. Maintenance of said easement to be the responsibility of the owners of said tracts as to their respective tract.

There is an existing Private Blanket Drainage Easement over Tracts A-1, A-2 and A-3, excluding any future buildings is hereby granted by plat filed April 7, 2015 in Plat Book 2015C, page 35 for the benefit of Tracts A-1, A-2 and A-3. Maintenance of said easement to be the responsibility of the owners of said tracts as to their respective tract.



TRACT 1-B-1
 EL RANCHO ATRISCO
 PHASE III
 Filed 08/11/98 in Volume 98C, Folio 238



EXISTING EASEMENT LEGEND

- (A) Existing 10' Public Utility Easement per plat filed 05/13/96 in Plat Book 96C, Page 195.
- (B) Existing 30' Drainage Easement filed per plat 05/13/82 in Volume C19, Folio 143
- (C) Existing 20'x13' Public Service Company of New Mexico Underground Easement filed 4-7-1997, in Book 97-9, page 5635, as Document No. 97034811
- (D) Existing 10' Public Utility Easement filed 05/28/92 in Book BCR 92-12, Page 3074.
- (E) Existing Temporary Private Common Reciprocal Cross Access Easement per plat filed 5/13/96 in Volume 96C, Folio 195
- (F) Existing 25' Private Common Reciprocal Cross Access Easement for the benefit of Tracts 1-A & 1-C to be maintained by Tract 1-C per plat filed 5/13/96 in Volume 96C, Folio 195
- (G) Existing 30' Private Common Reciprocal Cross Access Easement for the benefit of Tracts 1-A & 1-C to be maintained by Tract 1-C per plat filed 5/13/96 in Volume 96C, Folio 195
- (H) Existing Temporary Drainage Facility Area per Drainage Agreement filed 10-2-1996, in Book 96-26, page 8709, as Document 96109302
- (J) Existing 10' Public Utility Easement per plat filed 08/11/98 in Plat Book 98C, Page 238.
- (K) Existing 15' Public Waterline Easement granted to the ABCWUA by plat filed April 7, 2015 in Plat Book 2015C, Page 35.
- (L) Existing Public Sidewalk and Trail Easement granted to the City of Albuquerque by plat filed April 7, 2015 in Plat Book 2015C, Page 35.
- (M) Existing 10' Private Drainage Easement granted by this plat for the benefit of Tract C-1, to be maintained by the owners of Tract C-1, filed per plat filed April 7, 2015 in Plat Book 2015C, Page 35.

Albuquerque Control Survey Monument "3-1110"
 New Mexico State Plane Coordinates
 (Central Zone - NAD 83)
 North= 1,493,985.681 feet
 East= 1,497,135.488 feet
 Elevation= 5196.151 feet (NAVD 1988)
 Delta Alpha= -00'16"31.81"
 Ground To Grid Factor= 0.999678906

Albuquerque Control Survey Monument "BH-40"
 New Mexico State Plane Coordinates
 (Central Zone - NAD 83)
 North= 1,492,409.170 feet
 East= 1,493,036.575 feet
 Elevation= N/A feet (NAVD 1988)
 Delta Alpha= -00'17"00.02"
 Ground To Grid Factor= 0.999674924

NOTE
 Tracts A-1, thru A-3; Tracts C-1 thru C-3 and Tract B, Heritage Marketplace as subject to that certain "Declaration of Covenants, Conditions, Restrictions and Easements", filed in the office of the County Clerk of Bernalillo County, New Mexico on April 10, 2015 as Document Number 2015029542.



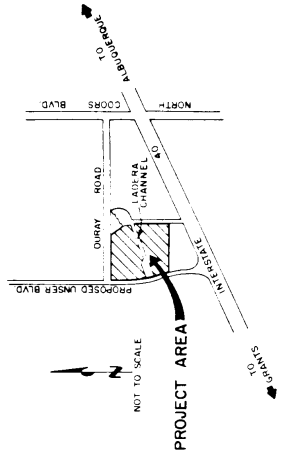
SURV+TEK, INC.
 Consulting Surveyors
 9384 Valley View Drive, N.W. Albuquerque, New Mexico 87114
 Phone: 505-897-3366 Fax: 505-897-3377

1-841-612

SUBDIVISION OF
EL RANCHO ATRISCO, PHASE III
 WITHIN THE TOWN OF ATRISCO GRANT
 ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
 MAY, 1982

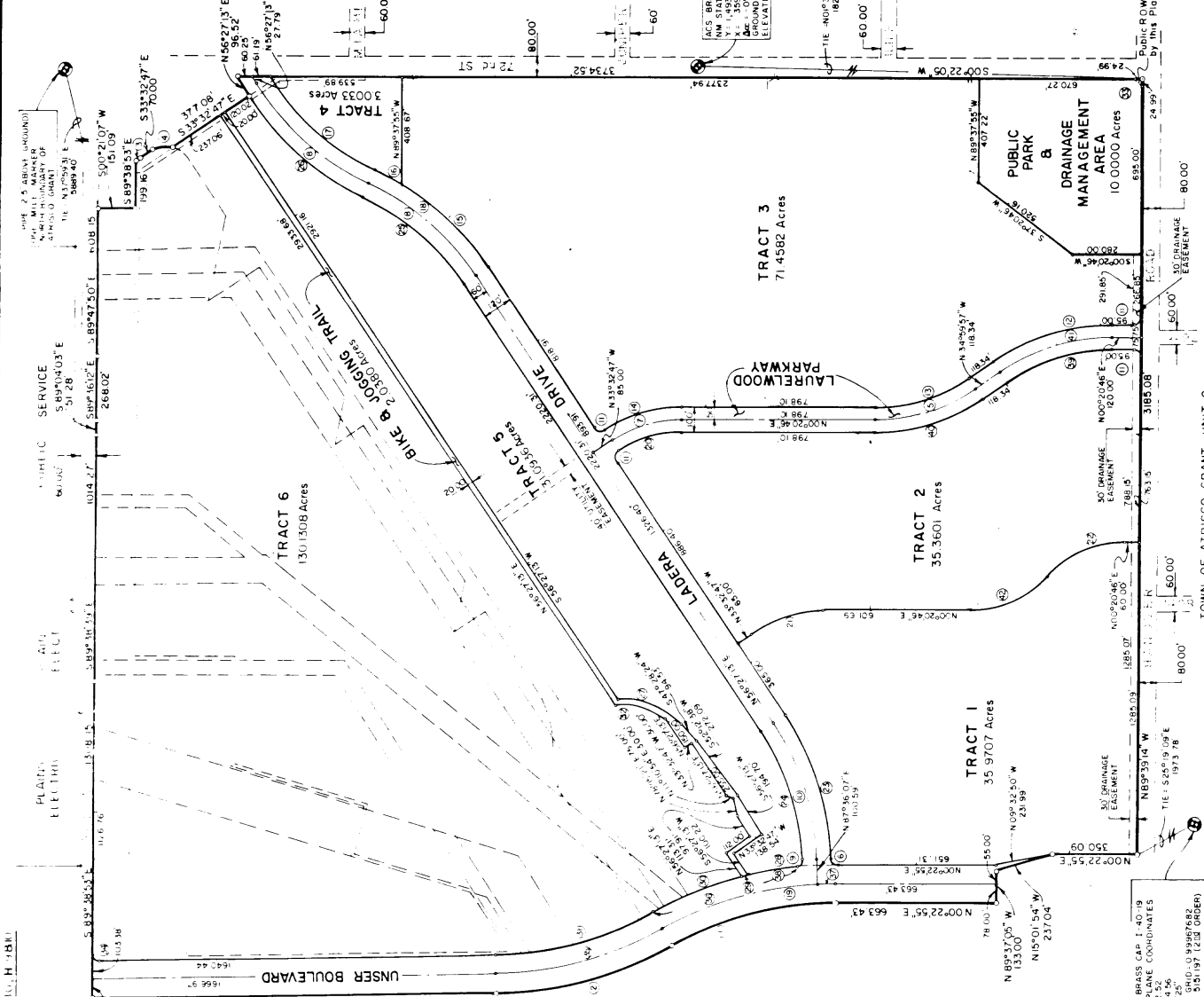
22-253(4)

- NOTES:
1. For easement descriptions see "SUMMARY PLAT FOR ANNEXATION PROPOSAL EL RANCHO ATRISCO PHASE III," filed in the office of the Bernalillo County Clerk on December 8, 1981, Book C 19, Page 39 1.
 2. For record distances and bearings see said plat on Note 1.
 3. For points set and points founds see said plat on Note 1.
 4. All distances shown on this plat are ground distances.
 5. All bearings shown on this plat are Geolectic Bearings with respect to T-40 19, Δ = -0° 16' 25", ground to RFD factor = 0.99967682.
 6. Total street acreage = 30.1091 Acres



CURVE DATA

No.	Radius	Chords	Angle	Length	Tangent
1	100.00	100.00	90° 00' 00"	157.08	100.00
2	100.00	100.00	90° 00' 00"	157.08	100.00
3	100.00	100.00	90° 00' 00"	157.08	100.00
4	100.00	100.00	90° 00' 00"	157.08	100.00
5	100.00	100.00	90° 00' 00"	157.08	100.00
6	100.00	100.00	90° 00' 00"	157.08	100.00
7	100.00	100.00	90° 00' 00"	157.08	100.00
8	100.00	100.00	90° 00' 00"	157.08	100.00
9	100.00	100.00	90° 00' 00"	157.08	100.00
10	100.00	100.00	90° 00' 00"	157.08	100.00
11	100.00	100.00	90° 00' 00"	157.08	100.00
12	100.00	100.00	90° 00' 00"	157.08	100.00
13	100.00	100.00	90° 00' 00"	157.08	100.00
14	100.00	100.00	90° 00' 00"	157.08	100.00
15	100.00	100.00	90° 00' 00"	157.08	100.00
16	100.00	100.00	90° 00' 00"	157.08	100.00
17	100.00	100.00	90° 00' 00"	157.08	100.00
18	100.00	100.00	90° 00' 00"	157.08	100.00
19	100.00	100.00	90° 00' 00"	157.08	100.00
20	100.00	100.00	90° 00' 00"	157.08	100.00
21	100.00	100.00	90° 00' 00"	157.08	100.00
22	100.00	100.00	90° 00' 00"	157.08	100.00
23	100.00	100.00	90° 00' 00"	157.08	100.00
24	100.00	100.00	90° 00' 00"	157.08	100.00
25	100.00	100.00	90° 00' 00"	157.08	100.00
26	100.00	100.00	90° 00' 00"	157.08	100.00
27	100.00	100.00	90° 00' 00"	157.08	100.00
28	100.00	100.00	90° 00' 00"	157.08	100.00
29	100.00	100.00	90° 00' 00"	157.08	100.00
30	100.00	100.00	90° 00' 00"	157.08	100.00
31	100.00	100.00	90° 00' 00"	157.08	100.00
32	100.00	100.00	90° 00' 00"	157.08	100.00
33	100.00	100.00	90° 00' 00"	157.08	100.00
34	100.00	100.00	90° 00' 00"	157.08	100.00
35	100.00	100.00	90° 00' 00"	157.08	100.00
36	100.00	100.00	90° 00' 00"	157.08	100.00
37	100.00	100.00	90° 00' 00"	157.08	100.00
38	100.00	100.00	90° 00' 00"	157.08	100.00
39	100.00	100.00	90° 00' 00"	157.08	100.00
40	100.00	100.00	90° 00' 00"	157.08	100.00
41	100.00	100.00	90° 00' 00"	157.08	100.00
42	100.00	100.00	90° 00' 00"	157.08	100.00



SCALE 1" = 300'

WESTLAND DEVELOPMENT CO (UNPLATTED)

ACS/AMHC BRASS CAP T-40 19
 NM STATE PLANE COORDINATES
 X = 1450,812.52
 Y = 357,384.26
 GROUND TO GRID = 0.99967682
 ELEVATION = 5131.97 (230 ORDA)

ACS BRASS CAP 4-HD
 NM STATE PLANE COORDINATES
 X = 1358,994.27
 Y = 1,071,609.27
 GROUND TO GRID = 0.99967682
 ELEVATION = 5129.20 (230 ORDA)

TOWN OF ATRISCO GRANT, UNIT B
 (12/5/44 D-117)

Public ROW Dedicated by this Plat

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

30' DRAINAGE EASEMENT

DENNEY-GROSS & ASSOC., INC.
 ENGINEERS SURVEYORS PLANNERS
 2400 COMANCHE RD. N.E., ALBUQ., N.M. 87107
 (505) 884-0696

Sheet 1 of 2

1-841-612

1-841-612

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1-841-612

1-841-612

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1-841-612

When recorded, return to:

Garrett Development Corporation
Attention: Jeff Garrett
6991 East Camelback Road, Suite D-212
Scottsdale, Arizona 85251

Return to Stewart Title

File# 01147-129687D

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

This Declaration of Covenants, Conditions, Restrictions and Easements (the "**Declaration**") is made as of April 9th, 2015, by and between Western Albuquerque Land Holdings LLC, a Delaware limited liability company ("**WALH**") and ABQ Heritage Marketplace, LLC, an Arizona limited liability company ("**Heritage**").

RECITALS:

A. WALH is the owner of "**Tract B**" as shown on the Bulk Land Plat of Tracts A, B and C Heritage Marketplace ("**Plat**"), recorded in the Official Records of Bernalillo County, New Mexico on February 19, 2015 as document number 2015-013421 ("**WALH Parcel**").

B. Heritage is the owner of "**Tract A**" and "**Tract C**" as shown on the Plat, which have been replatted into "**Tract A-1**," "**Tract A-2**" and "**Tract A-3**," and "**Tract C-1**," "**Tract C-2**" and "**Tract C-3**," respectively, as shown on the Plat of Tracts A-1 thru A-3 and C-1 thru C-3, Heritage Marketplace, ("**Supplemental Plat**") recorded in the Official Records of Bernalillo County, New Mexico on April 7, 2015 as document number 2015-028498 (collectively, the "**Heritage Parcel**"). The WALH Parcel and the Heritage Parcel are sometimes individually referred to herein as a "**Parcel**" and collectively as the "**Parcels**". The Parcels are located in the City of Albuquerque ("**City**"), New Mexico. The Plat and Supplemental Plat are sometimes collectively referred to herein as the "**Plats**".

C. The owner of fee title to a Parcel, or any portion thereof, is referred herein to as an "**Owner**", and the owners of all of the Parcels are referred to herein collectively as the "**Owners**".

D. The Owners desire to impose certain covenants, conditions, restrictions and easements for the mutual and reciprocal benefit and complement of the Parcels and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Easements.

(a) Main Driveway; Right to Connect. Subject to the terms and conditions hereinafter set forth, WALH and Heritage, as the Owners of all of the Parcels, hereby grant and establish, for the use and benefit of the Owners and their agents, employees, licensees, and invitees and the tenants and occupants of the Parcels (collectively, "**Permittees**"), a non-exclusive perpetual easement and right-of-way for ingress and egress for vehicular and pedestrian traffic over and across the main driveway ("**Main Driveway**") in the location depicted on sheet 4 of the Plat as the 41-foot wide (total) "Private Access and Drainage Easement and Public Utility Easement". Each Owner has the right, at its sole cost, to connect the arterial driveways on its Parcel to the Main Driveway. To the extent reasonably necessary to perform such work, the Owner performing such work and its agents have the right to enter upon the Main Driveway and to modify the Main Driveway at the applicable connection points to allow the arterial driveways to connect to the Main Driveway, provided that, in exercising this right, the Owner performing such work and its agents will not unreasonably interfere with the use of the Main Driveway by the Permittees and shall promptly restore the Main Driveway (and any improvements thereon) to substantially the same condition existing prior to performing such work (other than any necessary modifications at the connection point).

(b) Storm Water Pipe Easement. Subject to the terms and conditions hereinafter set forth, WALH, as the Owner of the WALH Parcel, hereby grants and establishes, for the use and benefit of Heritage, as the Owner of the Heritage Parcel and their respective successor Owners and Permittees, a non-exclusive perpetual easement for installation, operation, maintenance, repair, removal and replacement of a storm water pipe ("**Storm Water Pipe**") over and across the WALH Parcel in the location set forth in Exhibit A attached hereto ("**Storm Water Pipe Easement**"), relocating the original "Private Storm Drain Easement" set forth in the Plats. The Owner of the WALH Parcel shall also have the right to tap into and use the Storm Water Pipe for the benefit of the WALH Parcel; provided that nothing herein shall be construed as permitting the Owner of the WALH Parcel to exceed the projected volumes for the WALH Parcel set forth in the original approved plans for the Storm Water Pipe. However, if future studies reasonably prove to the Owner of Tract C-1 that additional or excess capacity is available in the Storm Water Pipe without causing any material and adverse effect upon the longevity or integrity of the Storm Water Pipe or increase in the maintenance costs incurred by the Owner of Tract C-1, then the amount of such additional or excess capacity reasonably determined by the Owner of Tract C-1 to be available maybe used by the Owner of the WALH Parcel.

(c) Water Pipe Easement. Subject to the terms and conditions hereinafter set forth, WALH, as the Owner of the WALH Parcel, hereby grants and establishes, for the use and benefit of Heritage, as the Owner of the Heritage Parcel and their respective successor Owners and Permittees, a non-exclusive perpetual easement for installation, operation, maintenance, repair, removal and replacement of a water pipe ("**Water Pipe**") over and across the WALH Parcel in the location set forth in Exhibit B attached hereto ("**Water Pipe Easement**"), relocating the original private "Waterline Easement" set forth in the Plats. The Owner of the WALH Parcel shall also have the right to tap into and use the Water Pipe for the benefit of the WALH Parcel; provided that nothing herein shall be construed as permitting the Owner of the WALH Parcel to exceed the projected volumes for the WALH Parcel set forth in the original approved plans for the Storm

Water Pipe. However, if future studies reasonably prove to the Owner of Tract C-1 that additional or excess capacity is available in the Water Pipe without causing any material and adverse effect upon the longevity or integrity of the Water Pipe or increase in the maintenance costs incurred by the Owner of Tract C-1, then the amount of such additional or excess capacity reasonably determined by the Owner of Tract C-1 to be available maybe used by the Owner of the WALH Parcel.

(d) Use and Additional Easements. Nothing contained in this Agreement shall prohibit WALH from using and/or conveying additional easements for access, utilities or any other purposes through, over, under, upon, in, across and along the Storm Water Pipe Easement area or the Water Pipe Easement area, provided that no such use and/or additional rights or easements shall unreasonably impair the beneficial use of the Storm Water Pipe Easement or the Water Pipe Easement by Heritage granted herein. No such use and/or additional rights or easement that materially and adversely affects the Storm Water Pipe Easement or the Water Pipe Easement, as applicable, by the Owners of the Heritage Parcel or the maintenance expenses to be allocated as provided herein shall be permitted without the prior written approval of the Owner of Tract C-1, which may be given or withheld in its sole discretion. The Owners agree that the Example Site Plan for Tract B attached herein as **Exhibit C** does not unreasonably impair the beneficial use of the Storm Water Pipe Easement or the Water Pipe Easement by Heritage.

(e) Relocation of Storm Water Pipe Easement and Water Pipe Easement. The Owner of the WALH Parcel reserves the right, at its sole cost and expense, to relocate the Storm Water Pipe Easement and/or the Water Pipe Easement to a different location after completion of the initial construction of the Storm Water Pipe and Water Pipe, provided that such right shall be subject to: (i) the Owner of the WALH Parcel and/or an Approving Authority granting a new easement area ("**New Easement Area**"), (ii) receipt by the Owner of the WALH Parcel of any necessary approvals from the applicable Approving Authorities, to the relocation of the easement area for the Storm Water Pipe Easement and/or the Water Pipe Easement and recording of instruments identifying the approved New Easement Area in form and substance reasonably acceptable to the Owner of Tract C-1 and, and (iii) the obligation of the Owner of the WALH Parcel to reconstruct the Storm Water Pipe and/or the Water Pipe, as applicable, using materials and design standards which equal or exceed those originally used and without any interruption of service. Upon the approval of the New Easement Area, the recording of the mutually agreeable instrument identifying the New Easement Area, and the relocation of the Storm Water Pipe and/or Water Pipe as provided herein, the original Storm Water Pipe Easement area and/or Water Pipe Easement area shall be deemed superseded by the New Easement Area, as applicable. Notwithstanding such automatic termination, the Owners of the Heritage Parcel will cooperate with the Owner of the WALH Parcel in the termination and vacation of the Storm Water Pipe Easement and/or Water Pipe Easement following the granting of the New Easement Area. No such relocation that materially and adversely affects the beneficial use of the Storm Water Pipe Easement or the Water Pipe Easement, as applicable, by the Owners of the Heritage Parcel or the maintenance expenses to be allocated as provided herein shall be permitted without the prior written approval of the Owner of Tract C-1, which may be given or withheld in its sole discretion.

(f) No Relocation of Main Driveway. Upon the completion of construction of the Main Driveway, the location of the Main Driveway including the curb cuts connecting the Main

Driveway to Unser Boulevard NW and Market Street NW will not be materially modified without the prior written consent of the Owners of Tract C-1 and the WALH Parcel.

(g) Vacation of Plat Easements. The Storm Water Pipe Easement or the Water Pipe Easement are intended to replace the (i) the 30-foot wide "Waterline Easement" running along Unser Boulevard from Hanover Road to the Main Driveway across Tract B depicted on sheet 4 of the Plat, and (ii) the 20-foot wide "Private Storm Drain Easement" running along Market Street from Hanover Road to the Main Driveway across Tract B depicted on sheet 4 of the Plat ("**Plat Easements**"). The Owners agree to take all action, and execute and record all further instruments, reasonably required to vacate and terminate the Plat Easements. WALH shall be solely responsible for all costs of preparing and recording the further instruments required to vacate and terminate the Plat Easements.

2. Maintenance of Main Driveway, Storm Water Pipe and Water Pipe.

(a) Maintenance of Main Driveway. Upon the completion of construction of the Main Driveway, the Owner of Tract C-1 will thereafter maintain the Main Driveway, including curb cuts connecting the Main Driveway to Unser Boulevard NW and Market Street NW, in good and safe condition and repair, which includes resurfacing the Main Driveway when reasonably necessary, and the associated expenses may be allocated among the Owners of the Heritage Parcel (but not to the Owner of the WALH Parcel, unless such expenses are incurred as the direct result of any damage caused by the gross negligence or intentional misconduct of the Owners or Permittees of the WALH Parcel) in such manner as the Owner of Tract C-1 may reasonably determine. To the extent reasonably necessary to perform such work, the Owner of Tract C-1 and its agents have the right to enter upon the WALH Parcel, provided that, in exercising this right, the Owner of Tract C-1 and its agents will not unreasonably interfere with any business operations on the WALH Parcel and shall promptly restore the WALH Parcel (including any improvements located thereon) to substantially the same condition existing prior to the Owner of Tract C-1 performing such work.

(b) Maintenance of Storm Water Pipe. Upon the completion of construction and/or relocation of the Storm Water Pipe, the Owner of Tract C-1 will thereafter maintain the Storm Water Pipe in good condition and repair and in the manner required by the City, and the associated expenses may be allocated among the Owners of the Heritage Parcel (but not to the Owner of the WALH Parcel, unless such expenses are incurred as the direct result of any damage caused by the gross negligence or intentional misconduct of the Owners or Permittees of the WALH Parcel) in such manner as the Owner of Tract C-1 may reasonably determine. To the extent reasonably necessary to perform such work, the Owner of Tract C-1 and its agents have the right to enter upon the WALH Parcel, provided that, in exercising this right, the Owner of Tract C-1 and its agents will not unreasonably interfere with any business operations on the WALH Parcel and shall promptly restore the WALH Parcel (including any improvements located thereon) to substantially the same condition existing prior to the Owner of Tract C-1 performing such work.

(c) Maintenance of Water Pipe. Upon the completion of construction and/or relocation of the Water Pipe, the Owner of Tract C-1 will thereafter maintain the Water Pipe in good condition and repair and in the manner required by the City and/or Albuquerque Bernalillo County Water Utility Authority, and the associated expenses may be allocated among the Owners of

the Heritage Parcel (but not to the Owner of the WALH Parcel, unless such expenses are incurred as the direct result of any damage caused by the gross negligence or intentional misconduct of the Owners or Permittees of the WALH Parcel) in such manner as the Owner of Tract C-1 may reasonably determine. To the extent reasonably necessary to perform such work, the Owner of Tract C-1 and its agents have the right to enter upon the WALH Parcel, provided that, in exercising this right, the Owner of Tract C-1 and its agents will not unreasonably interfere with any business operations on the WALH Parcel and shall promptly restore the WALH Parcel (including any improvements located thereon) to substantially the same condition existing prior to the Owner of Tract C-1 performing such work.

3. Construction of Improvements. The Owners shall cause the Main Driveway, Storm Water Pipe and Water Pipe to be constructed pursuant to the terms of a separate Site Development Agreement between the Owners, a memorandum of which is being recorded contemporaneously with this Declaration.

4. Failure to Perform. If the Owner of Tract C-1 fails to perform any obligations as required under this Agreement and such failure continues for a period of 30 days after any Owner has given the Owner of Tract C-1 written notice of such failure (or fails to promptly perform a repair in the event of any emergency), then the noticing Owner (“**Curing Owner**”) will have the right, but not the obligation, to perform such obligation, in which event the Owner of Tract C-1 shall, within 30 days after its receipt of an invoice therefor, reimburse the Curing Owner for the reasonable cost of performing such obligation, provided that Owner of Tract C-1 shall have the right to allocate and collect such reimbursement from the Owners of the Heritage Parcel in accordance with prevailing practice. All reimbursements due under this **Article 4** that are not paid within five (5) days following notice from Curing Owner that such amounts are past due shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid in full (the “**Interest**”). Any costs of collection, including, without limitation, reasonable attorneys’ fees and court costs, shall be added to the amount due and shall bear Interest as provided above from the date incurred until paid in full. All reimbursements due under this **Article 4**, together with such Interest, and such costs of collection, shall not only be the personal obligation of the Owner of Tract C-1, but shall also be a charge and continuing lien upon Tract C-1 (“**Lien**”). The Lien may be foreclosed upon in the same manner provided by law for a realty mortgage or mechanic’s lien. Nothing herein shall be construed as permitting the recording of a Lien against any other portion of the Heritage Parcel, other than Tract C-1.

5. Use Restrictions.

(a) General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition, no Parcel shall be leased or occupied by or conveyed to any person for any of the following uses: (i) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant, (ii) theatre, bowling alley, billiard parlor, night club or other place of recreation in excess of 5,000 square feet (which shall not be construed to prohibit a limited number of electronic or video games as an ancillary part of a retail

or restaurant business on a Parcel, (iii) so-called "adult" uses (including, without limitation, any establishment primarily engaged in the sale, rental, distribution or exhibition of pornographic images, whether by means of books, magazines, motion pictures, tapes, electronic media or other methods of any kind whatsoever, or offering sexually explicit entertainment, whether by means of live performances or massage, escort, modeling, "swinger's club" or similar services which are limited to adults only); (iv) any collateral use (e.g., parking, drainage or service drives) in support of any of the foregoing uses, or (v) any combination of the foregoing uses.

(b) Additional WALH Parcel Restrictions. As long as Wal-Mart Stores East, LP, a Delaware limited partnership ("Wal-Mart"), or any of Wal-Mart's affiliates, has any right, title or interest in any portion of the Heritage Parcel, as Owner or Permittee, no space in or portion of the WALH Parcel shall be leased or occupied by or conveyed to any other party for any of the following uses: (A) a facility dispensing gasoline or fuel from pumps, (B) a convenience store, (C) a Grocery Store, as such term is defined below, (D) a discount department store greater than 10,000 square feet (not including category retailers), (E) a membership warehouse club or wholesale club, (F) a drug store or pharmacy, or (G) any collateral use (e.g., parking, drainage or service drives) in support of any of the foregoing uses, or (H) any combination of the foregoing uses. "Grocery Store" shall mean a food store or a food department containing more than 10,000 square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. For the sake of clarity, the restrictions set forth herein shall not apply to or prevent any uses associated with the operation of an assisted living facility, the operation of a senior living facility, the operation of any medical facility, office facility, and/or a multi-family residential use.

(c) Additional tHeritage Parcel Restrictions. No portion of the Heritage Parcel shall be used for an assisted living facility, a senior living facility, and/or a multi-family residential use, except as may be incidental to a non-prohibited use.

(d) No Restriction on Residential Uses. For the avoidance of doubt, this Declaration is not intended to restrict the Parcels from being used for single family residential purposes, subject to obtaining all required governmental approvals for such use.

(e) Irreparable Harm. In the event of a violation or threat thereof of any of the restrictions set forth in this **Article 5**, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this **Article 5**, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this **Article 5**.

6. Establishment of Owners Association. For purposes of this Section, the term "Owners Association" shall mean any homeowners' association or property owners' association

established for the WALH Parcel (or any portion thereof) pursuant to a recorded declaration of covenants, conditions and restrictions, which charges such association with responsibility for (among other things) the management, maintenance, and care of common areas within the WALH Parcel (or portion thereof). If an Owners Association is established with respect to the WALH Parcel (or a portion thereof), then the Owner of the WALH Parcel (or applicable portion thereof) may assign to such Owners Association all of its rights and obligations under this Declaration; provided, however, that such assignment shall be conditioned upon the execution by the Owner of the WALH Parcel (or applicable portion thereof) and such Owners Association of a written and recorded instrument of assignment specifically referring to this Declaration and the recording information therefor, under which the Owners Association (through its board of directors and without requiring approval of all lot owners or members of the Owners Association) assumes all of the obligations of the Owner of the WALH Parcel (or the applicable portion thereof) under this Declaration and agrees to be bound by all of the terms, conditions and provisions hereof applicable to the Owner of the WALH Parcel (or the applicable portion thereof). Upon any such assignment and assumption (i) each Owner of the WALH Parcel (or the applicable portion thereof) shall be released from all further liability and obligation under this Declaration, and (ii) the assignee Owners Association shall be deemed to be the "Owner" of the WALH Parcel (or the applicable portion thereof) for all purposes under this Agreement (whether or not one or more other persons hold fee simple title to any portion of the WALH Parcel and/or would otherwise be considered an "Owner" hereunder).

7. Multiple Owners of a Parcel. If, at any time, fee title to a particular Parcel ("**Particular Parcel**") is vested in more than one Owner, then such Owners will be jointly and severally responsible for the obligations of the "Owner" of such Particular Parcel, but will designate one of them ("**Designated Party**") to act on behalf of all such Owners in the performance of the provisions of this Agreement. Any such designation ("**Notice of Designation**") must be in writing, duly executed and acknowledged by each such Owner and a copy of such Designation must be given to the Owner(s) of the other Parcel(s) in accordance with the notice provisions of this Agreement and recorded in the Official Records of Bernalillo County, New Mexico. The Owners of such Particular Parcel will have the right, from time to time, to change the Designated Party made by executing, acknowledging, delivering and recording a new Notice of Designation in the same manner set forth above. The Notice of Designation may allocate among the various Owners of the Particular Parcel the obligations of the Owner of the Particular Parcel under this Declaration; provided, however, such allocation shall only be enforceable as between the Owners of such Particular Parcel and each Owner of a Parcel comprising the Particular Parcel shall remaining jointly and severally responsible to the Owners of the other Parcels for the obligations of the "Owner" of such Particular Parcel.

8. Notices. Notices given by any Owner under this Declaration may be given to any other Owner at the recipient's business address. If an Owner is unable to locate a business address of any other Owner, then the notice may be sent to the address of the recipient which is on file with the applicable governmental entity responsible for sending statements of real property taxes. Nothing herein shall be construed to require notice to individual lot owners of any residential subdivision developed on the WALH Parcel without an Owners Association.

9. No Public Dedication. The provisions of this Declaration will not constitute nor be construed as a dedication for public use, and the rights and easements granted herein are private and solely for the benefit of the Permittees.

10. Enforcement. Each of the easements, covenants and restrictions in this Declaration will be enforceable by the Owners by injunction, specific performance or by any other appropriate course of action. If any Owner commences an action to enforce any of the terms of this Declaration, the prevailing Owner will be entitled to recover the reasonable attorneys' fees and expenses incurred in connection therewith, as awarded by a judge and not a jury. No person or entity other than the Owners will have any right to enforce the provisions of this Declaration or bring any action under this Declaration. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11. Exhibits. The Exhibits attached to this Declaration are incorporated herein by this reference.

12. Captions. Captions and paragraph headings used in this Declaration are for convenience of reference only, will not be deemed to define, limit or alter any provision of this Declaration, and will not be deemed relevant in construing this Declaration.

13. Amendment. This Declaration may be amended by, and only by, a written agreement executed by: (i) the Owner of Tract C-1, who shall be deemed to have sole authority to act on behalf of and bind all Owners of the Heritage Parcel without any requirement of notice or further action on their part; provided, however, that so long as Wal-Mart has any interest in any portion of the Heritage Parcel, no amendment that would materially alter or have a direct and adverse effect upon the express rights of Wal-Mart under its ground lease or ECR (as defined in the ground lease) shall be effective without the prior written consent of Wal-Mart, which shall not be unreasonably withheld, delayed or conditioned upon payment of processing fees or other monetary compensation; and (ii) the Owner of the WALH Parcel; provided, however, if an assignment and assumption of obligations has been recorded in accordance with Article 6, then the Owners Association shall be deemed to have the sole authority to act on behalf of and bind the Owners of the WALH Parcel without any requirement of notice of further action on their part. Any amendments or modifications hereof, whenever made, will have the same priority as this Declaration as if such amendment or modification had been executed concurrently herewith. Nothing herein shall be deemed to preclude the recording of supplemental declarations pertaining to all or any portion of the Tracts, as between the respective Owners thereof, as long as they are not in direct conflict with any provisions of this Declaration.

14. Binding Effect. This Declaration inures to the benefit of and is binding on the parties hereto and their respective heirs, legal representatives, successors (including successors-in-title to all or any portion of the Parcels) and assigns.

15. Covenants to Run with Land. It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable

servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. However, no covenant, condition, restriction, or other right or benefit accruing hereunder in favor of any Parcel is assignable, transferable or otherwise delegable to or for the benefit of neighboring real property that is not a Parcel covered by this Declaration.

16. Severability. Each provision of this Declaration and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

17. Estoppel Certificate. Each Owner shall, without cost and within 30 days following receipt of a written request of any other Owner, issue to such requesting Owner, or its prospective mortgagee or transferee, an estoppel certificate stating to the best of the issuer's knowledge as of such date: (a) that this Declaration, including any amendments thereto, is in full force and effect; and (b) that there are no defaults under this Declaration other than those specified in detail in such estoppel certificate. Such statement shall act as a waiver (for the benefit of any bona fide encumbrance or purchaser for value without knowledge of facts contrary to those contained in the statement and who has acted in reasonable reliance upon the statement) of any claim by the issuing Owner to the extent such claim is based upon matters contrary to those asserted in the statement.

18. Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.

19. Term. The covenants, conditions, restrictions and easements contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Bernalillo County Recorder and shall remain in full force and effect for a period of 99 years, whereupon they shall automatically terminate and be of no further force or effect, unless extended by an amendment to this Declaration.

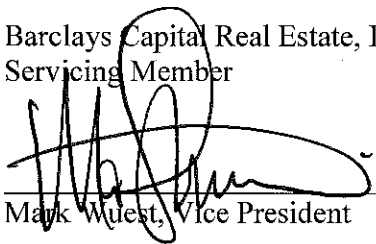
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date set forth above.

WALH:

Western Albuquerque Land Holdings LLC, a Delaware limited liability company


By: Barclays Capital Real Estate, Inc., a Delaware corporation
Its: Servicing Member

By: 
Mark Wuest, Vice President

STATE OF COLORADO)
) ss.
County of EARLE)

This instrument was acknowledged before me this 9th day of APRIL, 2015, by Mark Wuest, the Vice President of Barclays Capital Real Estate Inc. the aforementioned corporation which executed the foregoing instrument as the Servicing Member of Western Albuquerque Land Holdings LLC; and that he signed his name there to with the authority of the Board of Directors of said corporation.

6/30/2015
My commission expires:


Notary Public

SUSAN CAMPBELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074023070
MY COMMISSION EXPIRES JUNE 30, 2015

EXHIBIT A

LEGAL DESCRIPTION OF STORM WATER PIPE EASEMENT

LEGAL DESCRIPTION- Private Drainage Easement

An Easement situate within the Town of Atrisco Grant in Projected Sections 10 and 15, Township 10 North, Range 2 East, New Mexico Principal Meridian, Bernalillo County, New Mexico comprising a Southeasterly portion of Tract B, Heritage Marketplace as the same is shown and designated on the plat entitled "BULK LAND PLAT OF TRACTS A, B AND C, HERITAGE MARKETPLACE (BEING A REPLAT OF TRACT 1-A-1, EL RANCHO ATRISCO PHASE III) WITHIN THE TOWN OF ATRISCO GRANT PROJECTED SECTIONS 9, 10, 15, AND 16, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, NEW MEXICO" filed in the office of the County Clerk of Bernalillo County, New Mexico on February 19, 2015 in Plat Book 2015C, Page 14, more particularly described by survey performed by Russ P. Hugg, New Mexico Professional Surveyor Number 9750 using New Mexico State Plane Coordinate System, Central Zone (NAD 83) grid bearings and ground distances as follows:

BEGINNING at the Northeast corner of the Easement herein described, a point on the Southerly Easement line of an existing Private Access and Drainage and Public Utility Easement granted by plat filed February 19, 2015 in Plat Book 2015C, Page 14, whence the Northeast corner of said Tract B bears N 69° 46' 41" E, 65.96 feet distant; Thence,

S 80° 07' 51" W, 48.39 feet to a point; Thence,

S 00° 36' 17" W, 648.23 feet to a point on the Northerly line of an existing 30' Drainage Easement granted by plat filed May 13, 1982 in Volume C19, Folio 143, said point being the Southeast corner of the easement herein described; Thence,

N 89° 23' 47" W, 20.00 feet along said Northerly line of an existing 30' Drainage Easement to the Southwest corner of the easement herein described; Thence,

N 00° 36' 17" E, 649.02 feet to a point; Thence,

N 82° 13' 00" W, 35.03 feet to a point on said Southerly Easement line of an existing Private Access and Drainage and Public Utility Easement granted by plat filed February 19, 2015 in Plat Book 2015C, Page 14, said point being the Northwest corner of the easement herein described; Thence Southeasterly along said Southerly Easement line of an existing Private Access and Drainage and Public Utility Easement for the following three (3) courses:

S 89° 21' 01" E, 32.95 feet to a point; Thence,

S 85° 19' 44" E, 42.78 feet to a point; Thence,

S 89° 21' 01" E, 27.49 feet to the Northeast corner and point of beginning of the easement herein described.

Said easement contains 0.3029 acres, more or less

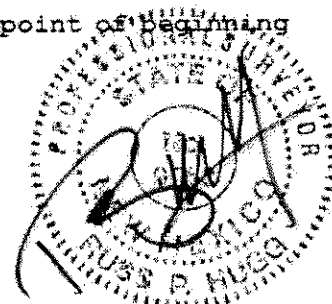
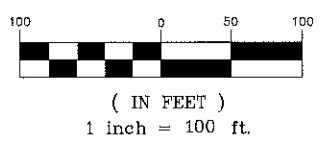
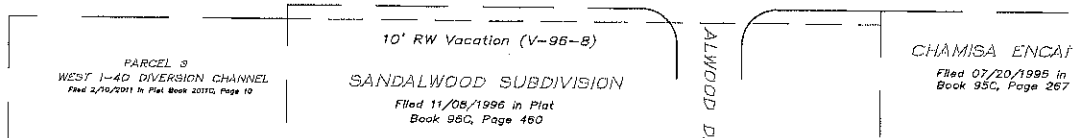
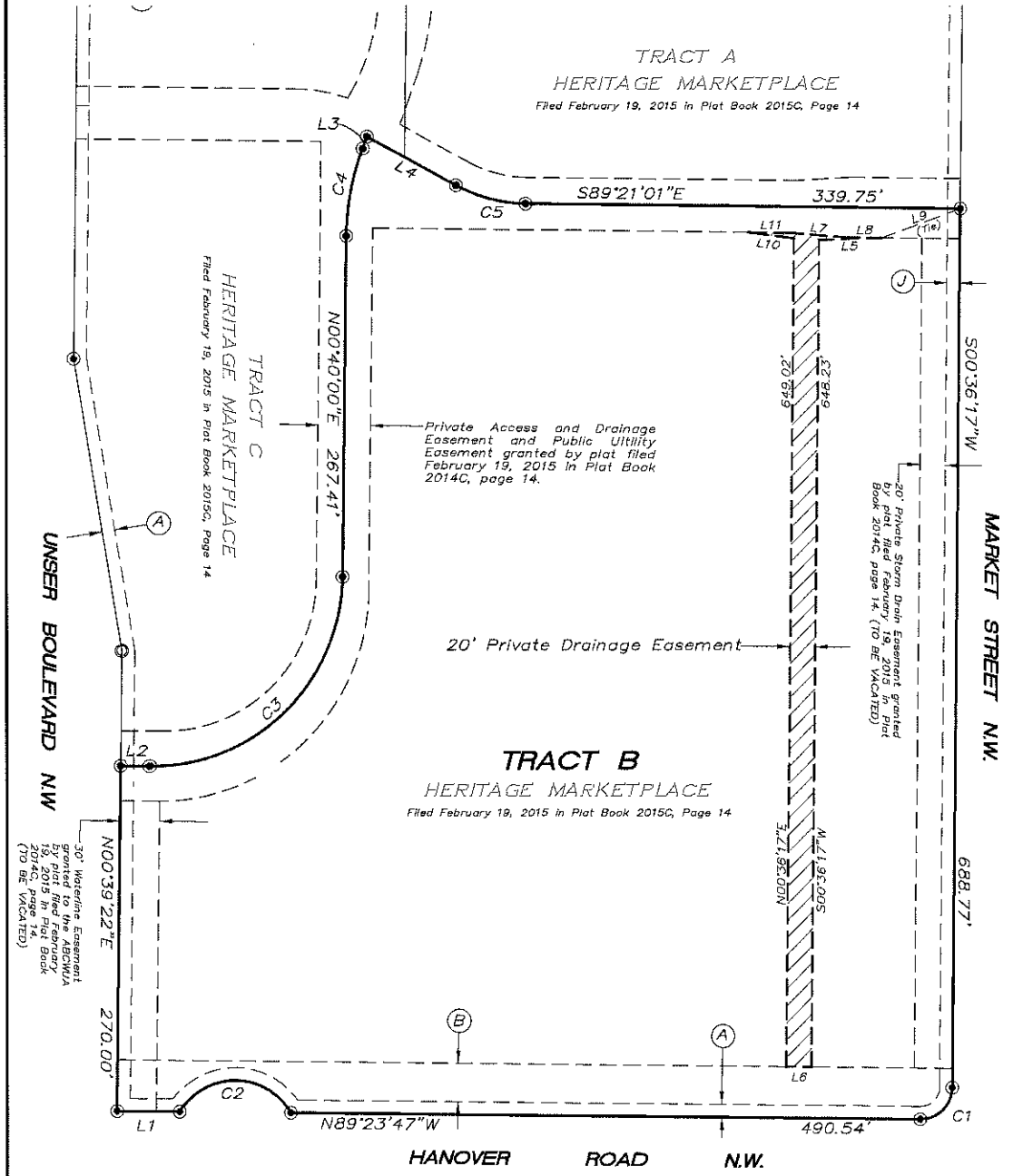


EXHIBIT "A"



- EXISTING EASEMENT LEGEND**
- (A) Existing 10' Public Utility Easement per plat filed 05/13/96 in Plat Book 96C, Page 195.
 - (B) Existing 30' Drainage Easement filed per plat 05/13/82 in Volume C19, Folia 143
 - (J) Existing 10' Public Utility Easement per plat filed 08/11/98 in Plat Book 98C, Page 238.

EXHIBIT "A"

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.19	N89°23'47"W
L2	22.19	S89°20'38"E
L3	9.97	N19°12'47"E
L4	78.48	S61°05'32"E
L5	48.39	S88°07'51"W
L6	20.00	N89°23'47"W
L7	42.78	S85°19'44"E
L8	27.49	S89°21'01"E
L9	65.96	N69°46'41"E
L10	35.03	N82°13'00"W
L11	32.95	S89°21'01"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	39.27'	25.00'	25.00'	35.35'	N45°36'15"E	89°59'56"
C2	105.42'	51.09'	85.41'	87.69'	N89°23'47"W	118°13'42"
C3	235.61'	150.00'	149.99'	212.12'	N45°39'31"E	89°59'42"
C4	69.72'	200.00'	35.22'	69.37'	S10°39'14"W	19°58'28"
C5	56.72'	115.00'	28.95'	56.14'	S75°13'17"E	28°15'29"
C6	23.64'	165.50'	11.84'	23.62'	N58°31'04"E	8°11'02"
C7	22.72'	51.09'	11.55'	22.53'	N61°56'01"W	25°28'31"

EXHIBIT B

LEGAL DESCRIPTION OF WATER PIPE EASEMENT

LEGAL DESCRIPTION- Public Waterline Easement

An Easement situate within the Town of Atrisco Grant in Projected Section 16, Township 10 North, Range 2 East, New Mexico Principal Meridian, Bernalillo County, New Mexico comprising a Southwesterly portion of Tract B, Heritage Marketplace as the same is shown and designated on the plat entitled "BULK LAND PLAT OF TRACTS A, B AND C, HERITAGE MARKETPLACE (BEING A REPLAT OF TRACT 1-A-1, EL RANCHO ATRISCO PHASE III) WITHIN THE TOWN OF ATRISCO GRANT PROJECTED SECTIONS 9, 10, 15, AND 16, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, NEW MEXICO" filed in the office of the County Clerk of Bernalillo County, New Mexico on February 19, 2015 in Plat Book 2015C, Page 14, more particularly described by survey performed by Russ P. Hugg, New Mexico Professional Surveyor Number 9750 using New Mexico State Plane Coordinate System, Central Zone (NAD 83) grid bearings and ground distances as follows:

BEGINNING at the Northwest corner of the Easement herein described, a non-tangent point on curve on the Southerly Easement line of an existing Private Access and Drainage and Public Utility Easement granted by plat filed February 19, 2015 in Plat Book 2015C, Page 14, whence the Southwest corner of said Tract B bears S 22° 30' 00" W, 282.20 feet distant; Thence,

Northeasterly, 23.64 feet along said Southerly Easement line of an existing Private Access and Drainage and Public Utility Easement on the arc of a curve to the left (said curve having a radius of 165.50 feet, a central angle of 08° 11' 02" and a chord which bears N 58° 31' 04" E, 23.62 feet) to the Northeast corner of the easement herein described; Thence,

S 00° 39' 22" W, 261.59 feet to a non-tangent point on curve on the Northerly right of way line of Hanover Road N.W. and the Southeast corner of the easement herein described; Thence,

Northwesterly, 22.72 feet along said Northerly right of way line of Hanover Road N.W. on the arc of a curve to the left (said curve having a radius of 51.09 feet, a central angle of 25° 28' 31" and a chord which bears N 61° 56' 01" W, 22.53 feet) to a non-tangent point on curve and the Southwest corner of the easement herein described; Thence,

N 00° 39' 22" E, 238.65 to the Northwest corner and point of beginning of the easement herein described.

Said easement contains 0.1143 acres, more or less

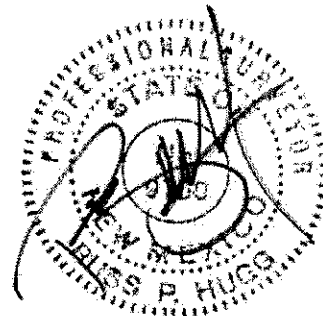
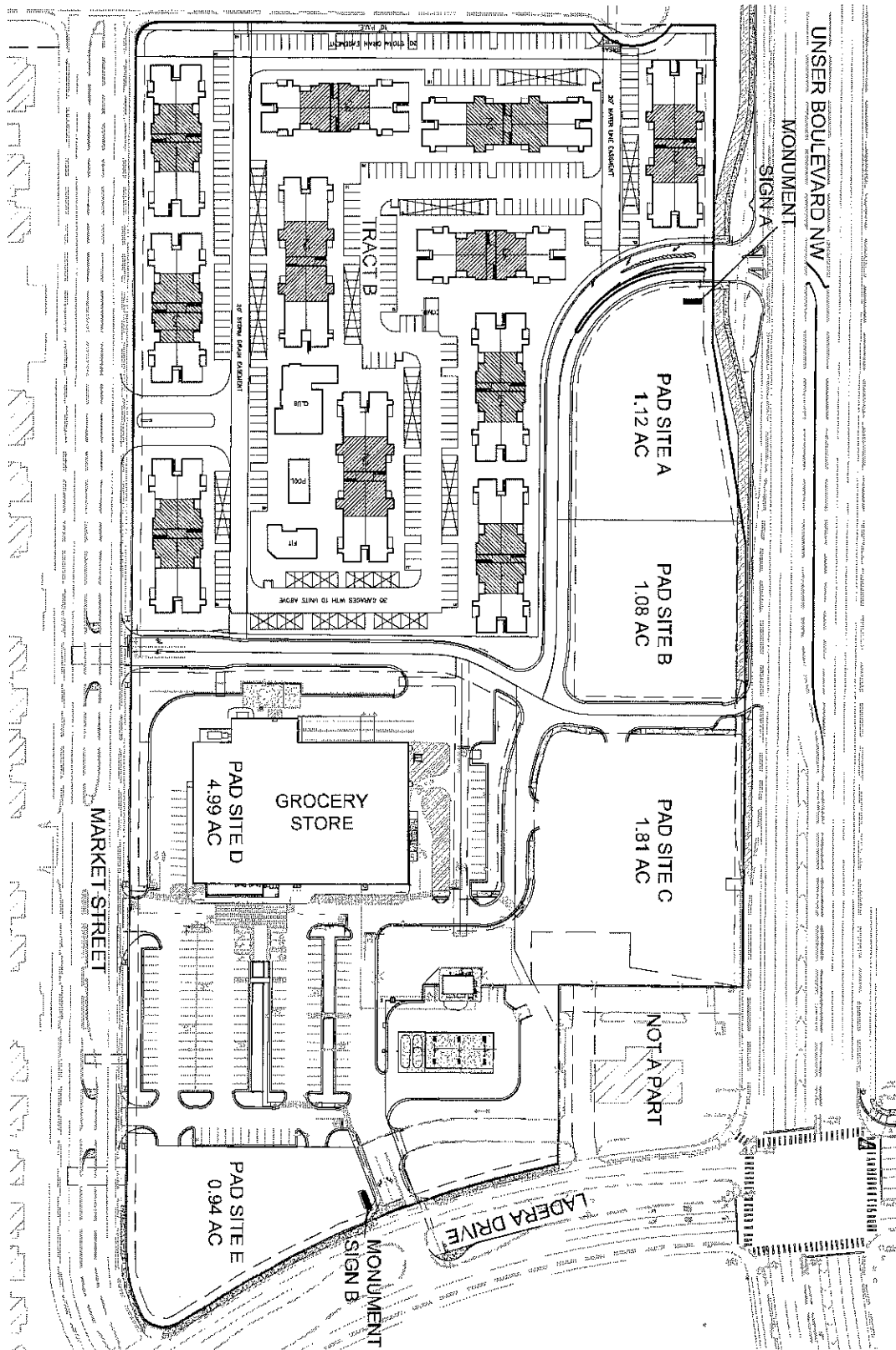


EXHIBIT C

EXAMPLE SITE PLAN FOR TRACT B

EXHIBIT C





DEVELOPMENT REVIEW BOARD
Action Sheet Minutes
ONLINE ZOOM MEETING

October 19, 2022

Jolene Wolfley..... DRB Chair
Ernest Armijo..... Transportation
André Houle..... Water Authority
Shahab Biazar.....Hydrology
Concetta Trujillo.....Code Enforcement
Cheryl Somerfeldt.....Parks and Rec

Angela Gomez ~ DRB Administrative Assistant

MAJOR CASES

- 1. [PR-2022-007664](#)
[SI-2022-001770](#) –SITE PLAN
IDO - 2021

LUXELOCKER requests the aforementioned action(s) for all or a portion of: **T 28-A-2 PLAT OF LTS 28-A-1 & 28-A-2 BLK 5 TR A UNIT BNORTH ALBUQ ACRES (BEING A REPL OF LT 28-A BLK 5 TR A UNIT B NORTH ALBUQUERQUE ACRES) CONT .9789 AC & LOTS 4 – 7 NORTH ALBUQUERQUE ACRES** zoned **NR-LM**, located on **BEVERLEY AVE NE** between **SAN MATEO BLVD NE** and **PAN AMERICAN FRWY NE** containing approximately **4.5 acre(s)**. **(B-18)**

PROPERTY OWNERS: BRAVO LAND INVESTORS, LLC
REQUEST: FULLY ENCLOSED LUXURY RV AND BOAT STORAGE PROJECT

DEFERRED TO NOVEMBER 9TH, 2022.

-
2. [PR-2022-006939](#)
SI-2022-001744 –SITE PLAN
AMENDMENT
VA-2022-00271 –SIDEWALK WAIVER
SKETCH PLAT 5-11-22
IDO - 2021

INDUSTRIAL ALLY, INC. agent for AMERICAN GYPSUM COMPANY, LLC requests the aforementioned action(s) for all or a portion of: TR OF LAND IN N/2 NE/4 NW/4 SEC 23 T11N R3E EXC THOSE PORS ON THE NLY PORS & ELY PORS OUT TO R/W PASEO DEL NORTE CONT 11.4706 AC +- & TR OF LAND IN E1/2 NW1/4 & W1/2 NE1/4 SEC 23 T11N R3E (EXCLPORT OUT TO R/W) CONT 43.3900 zoned NR-GM, located at 4600 PASEO DEL NORTE between TIBURON ST and EL PUEBLO containing approximately 54.12 acre(s). (D-17)

PROPERTY OWNERS: AMERICAN GYPSUM INC

REQUEST: INSTALLATION OF NEW VERTICAL ROLLER MILL TO BE LOCATED ON EXISTING PAVED AREA OF FACILITY, REPLACE EXISTING MILLS AND KETTLES

IN THE MATTER OF THE AFOREMENTIONED APPLICATION, BEING IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE DPM AND THE IDO, THE DRB HAS APPROVED THE SIDEWALK WAIVER, AND WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED OCTOBER 19, 2022, HAS APPROVED THE AMENDED SITE PLAN WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION FOR AN UPDATE TO THE INFRASTRUCTURE LIST TO INCLUDE THE CALLING OUT OF THE 10FT TRAIL WIDTH, AND TO UPDATE THE CROSS SECTIONS OF THE TRAIL, AND TO PLANNING FOR THE RECORDED INFRASTRUCTURE IMPROVEMENTS AGREEMENT, FOR INFRASTRUCTURE LIST MODIFICATIONS AS DISCUSSED, FOR ENVIRONMENTAL HEALTH SIGNATURE ON THE PLAN, AND FOR THE APPLICATION NUMBER AND DATE OF APPROVAL OF THE SIDEWALK WAIVER TO BE ADDED TO THE PLAN.

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3. [PR-2022-007588](#)
SI-2022-001658 - SITE PLAN
AMENDMENT
IDO - 2021

ALLEN WHITAKER agent for NEW MEXICO CANCER CENTER LLC (NMCC) | BOB McELARNEY requests the aforementioned action(s) for all or a portion of: LOT 1A2B1, JOURNAL CENTER zoned NR-BP, located at 4901 LANG AVE NE between HEADLINE BLVD and JEFFERSON ST containing approximately 5.96 acre(s). (D-17) [Deferred from 9/28/22]

PROPERTY OWNERS: NEW MEXICO CANCER CENTER LLC

REQUEST: ADDITION OF 17,500 SQ FT PROTON THERAPY SPACE AND RECONFIGURATION OF SURFACE PARKING

DEFERRED TO OCTOBER 26TH, 2022.

4. [PR-2022-006547](#)
[SI-2022-00216](#) – SITE PLAN
IDO - 2020

ROSE MIRANDA requests the aforementioned action(s) for all or a portion of: **LOT 2A1, NORTHEAST PORTION OF BLACK RANCH** zoned **MX-L**, located at **10126 COORS BLVD NW** containing approximately **1.247** acre(s). **(B-14)** [Deferred from 3/2/22, 4/6/22, 5/4/22, 6/15/22, 7/13/22, 9/21/22, 9/28/22]

PROPERTY OWNERS: SMITH DANIEL F & MELBA C TRUSTEES SMITH TRUST & MARTHA MALASCHOCK ETAL
REQUEST: SITE PLAN REVIEW OF A PROPOSED 2,540 SQ. FT PANDA EXPRESS RESTAURANT WITH DRIVE THRU

DEFERRED TO OCTOBER 26TH, 2022.

5. [PR-2021-006007](#)
[SI-2022-01592](#)– SITE PLAN AMENDMENT
IDO - 2021

BARGHAUSEN CONSULTING ENGINEERS, INC. agent for **COSTCO WHOLESALE | THERESE GARCIA** requests the aforementioned action(s) for all or a portion of: **TR 4B & 4C PLAT FOR RENAISSANCE CENTER TR 4A, 4B, 4C, 4D, 4E& 4F CONT 16.3041 AC**, zoned **MX-M**, located at **1420 RENAISSANCE BLVD** containing approximately **14.10** acre(s). **(F-16)** [Deferred from 9/14/22, 9/21/22, 10/6/22]

PROPERTY OWNERS: COSTCO WHOLESALE CORP C/O PROPERTY TAX DEPT 116
REQUEST: SITE PLAN AMENDMENT

DEFERRED TO NOVEMBER 2ND, 2022.

6. [PR-2022-006630](#)
[SD-2022-00024](#) – VACATION OF PUBLIC EASEMENT
[SD-2022-00025](#) – PRELIMINARY/FINAL PLAT
[VA-2022-00065](#) – SIDEWALK WAIVER
IDO - 2020

ALDRICH LAND SURVEYING agent for **CARMEN SANDOVAL** requests the aforementioned action(s) for all or a portion of: **LOT 17, OXBOW VILLAGE** zoned **R-1D**, located at **3809 OXBOW VILLAGE LN NW** containing approximately **0.2240** acre(s). **(G-11)** [Deferred from 3/2/22, 3/16/22, 3/30/22, 4/13/22, 4/27/2, 6/8/22, 7/13/22, 8/17/22]

PROPERTY OWNERS: SANDOVAL CARMEN
REQUEST: VACATE PORTION OF REMAINING ABCWUA PUBLIC SANITARY SEWER AND WATERLINE EASEMENT

DEFERRED TO DECEMBER 14TH, 2022.

MINOR CASES

7. [PR-2021-005984](#)
[SI-2022-00269](#) – PRELIMINARY/FINAL
PLAT

JAG PLANNING & ZONING, LLC/JUANITA GARCIA agent for VICTOR WUAMETT/HERREN-OPHIR requests the aforementioned action(s) for all or a portion of: **LOT B-1, LOT A-1 & LOT 11 BLOCK 9, RIDGE PARK ADDITION** zoned MX-L, located at **2109-2111 SAN MATEO BLVD NE between INDIAN SCHOOL NE and HAINES NE** containing approximately **0.4017** acre(s). **(J-17)** [Deferred from 2/16/22, 4/20/22, 4/27/22, 8/17/22]

PROPERTY OWNERS: HERRIN-OPHIR LLC

REQUEST: MINOR PRELIMINARY/FINAL PLAT TO VACATE A PORTION OF SAN MATEO BOULEVARD AND GRANT ANY EASEMENTS AS SHOWN

DEFERRED TO NOVEMBER 16TH, 2022.

8. [PR-2020-004680](#)
[SD-2022-00139](#) – PRELIMINARY/FINAL
PLAT
SKETCH PLAT 11-18-20
IDO - 2021

JUSTIN WISEMAN requests the aforementioned action(s) for all or a portion of: **LOTS 3 & 4, BLOCK 6, MAYO AND ROSA ADDITION** zoned MX-L, located at **928/932 EDITH between LOMAS/MOUNTAIN and WALTER/BROADWAY** containing approximately **0.22** acre(s). **(J-14, J-15)** [Deferred from 9/28/22]

PROPERTY OWNERS: WISEMAN JUSTIN & JEANETTE

REQUEST: REPLAT 2 LOTS INTO ONE FOR THE PURPOSE OF BUILDING 4 TOWNHOMES

WITHDRAWN BY THE APPLICANT.

9. [PR-2022-007143](#)
[SD-2022-00140](#) – PRELIMINARY/FINAL
PLAT
SKETCH PLAT 6-22-22
IDO - 2021

ISAACSON & ARFMAN, INC | FRED C. ARFMAN agent for ONETEN REI | NICO FRICCHIONE requests the aforementioned action(s) for all or a portion of: **LOT 4 & SOUTHERLY 40' OF LOT 3, BLOCK B, VISTA GRANDE LAND COMPANY'S ADDN NO. 1** zoned MX-L, located at **4201 SAN MATEO BLVD NE between MONTGOMERY BLVD NE and DOUGLAS MACARTHUR RD NE** containing approximately **0.5322** acre(s). **(G-17)** [Deferred from 9/28/22]

PROPERTY OWNERS: BRUNNER KIMBERLY DEE TRUSTEE RUFFIN JR TRUST & BRUNNER KIMBERLY DEE & ETAL

REQUEST: PRELIMINARY/FINAL PLAT

IN THE MATTER OF THE AFOREMENTIONED APPLICATION, BEING IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE DPM AND THE IDO, THE DRB HAS APPROVED THE PRELIMINARY/ FINAL PLAT. FINAL SIGN OFF IS DELEGATED TO PLANNING FOR THE AGIS DXF FILE, FOR THE PROJECT AND APPLICATION NUMBERS TO BE ADDED TO THE PLAT, FOR CLARIFICATION OF THE PURPOSE STATEMENT OF THE PLAT, FOR THE STRIKING OF PRIVATE EASEMENTS ON THE PURPOSE OF THE PLAT, AND FOR THE CORRECT SPELLING OF DOUGLAS MACARTHUR.

10. [PR-2020-004183](#)
[SD-2022-00147](#) – EXTENSION OF
INFRASTRUCTURE IMPROVEMENTS
AGREEMENT
IDO - 2021

BOHANNAN HUSTON, INC. | MICHAEL BALASKOVITS agent for **MDS INVESTMENTS** requests the aforementioned action(s) for all or a portion of: **TRACT 1B, MESA DEL SOL INNOVATION PARK** zoned **PC**, located at **5620 TURING DR SE** between **EASTMAN CROSSING** and **FRITTS CROSSING** containing approximately **2.93** acre(s). **(R-16)**

PROPERTY OWNERS: CHIRISA MDS OZ II LLC

REQUEST: 2 YEAR EXTENSION OF INFRASTRUCTURE IMPROVEMENTS AGREEMENT

IN THE MATTER OF THE AFOREMENTIONED APPLICATION, BEING IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE DPM AND THE IDO, THE DRB HAS APPROVED A TWO-YEAR EXTENSION OF THE INFRASTRUCTURE IMPROVEMENTS AGREEMENT.

11. [PR-2020-003847](#)
[SD-2022-00150](#) – FINAL PLAT
IDO - 2021

ISAACSON & ARFMAN INC. | FRED C. ARFMAN agent for **YES HOUSING INC. | THADDEUS LUCERO** requests the aforementioned action(s) for all or a portion of: **TRACT B, CALLE CUARTA** zoned **MX-M**, located at **3510 7TH ST NW** between **FITZGERALD RD NW** and **FAIRFIELDS PL NW** containing approximately **2.5309** acre(s). **(G-14)**

PROPERTY OWNERS: CITY OF ALBUQUERQUE

REQUEST: FINAL PLAT APPROVAL

IN THE MATTER OF THE AFOREMENTIONED APPLICATION, BEING IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE DPM AND THE IDO, THE DRB HAS APPROVED THE FINAL PLAT. FINAL SIGN-OFF IS DELEGATED TO PARKS AND RECREATION TO UPDATE NOTE "B" UNDER THE EASEMENT LEGEND TO INDICATE THAT THE CRUSHER FINE TRAIL SHALL BE MAINTAINED BY THE HOA, AND TO PLANNING FOR THE APPLICATION NUMBER TO BE ADDED TO THE PLAT, FOR THE AGIS DXF FILE, AND TO MODIFY THE JUSTIFICATION LETTER TO REMOVE THE REFERENCE TO SINGLE-FAMILY HOMES.

12. [PR-2019-002598](#)
[SD-2022-00146](#) – PRELIMINARY/FINAL
PLAT
SKETCH PLAT 6-8-22
IDO - 2021

CSI – CARTESIAN SURVEYS, INC. agent for **BUCK BUCKNER** requests the aforementioned action(s) for all or a portion of: **TRACT J, VISTA DE LA LUZ** zoned **PD**, located at **5401 SEVILLA AE NW** between **COORS BLVD NW** and **COSTA ALAMERIA DR NW** containing approximately **1.8731** acre(s). **(F-11)**

PROPERTY OWNERS: VIA REAL ESTATE LLC

REQUEST: CREATE TWO NEW LOTS FROM ONE EXISTING LOT, GRANT EASEMENTS – CURRENTLY NO PLANNED DEVELOPMENT

DEFERRED TO NOVEMBER 2ND, 2022.

13. [PR-2021-006121](#)
[SD-2022-00149](#) – PRELIMINARY/FINAL
PLAT
SKETCH PLAT 6-8-22
IDO - 2021

CSI – CARTESIAN SURVEYS, INC. agent for JEFFERY A. AND MICHELLE L. KIDWELL requests the aforementioned action(s) for all or a portion of: LOT 24-A, 23, AND NORTHERLY PORTION OF LOT 22 BLOCK 7, JOHN BARON BERG PARK zoned R-1A, located at 1022 21ST ST NW between I-40 and ASPEN AVE NW containing approximately 0.2281 acre(s). (H-13)

PROPERTY OWNERS: KIDWELL JEFFERY A & MICHELLE L
REQUEST: CREATE 1 NEW LOT FROM 3 EXISTING PARCELS, GRANT EASEMENT

IN THE MATTER OF THE AFOREMENTIONED APPLICATION, BEING IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE DPM AND THE IDO, THE DRB HAS APPROVED THE PRELIMINARY/FINAL PLAT. FINAL SIGN OFF IS DELEGATED TO PLANNING FOR THE APPLICATION NUMBER TO BE ADDED TO THE PLAT AND FOR THE AGIS DXF FILE.

SKETCH PLATS

14. [PR-2020-004024](#)
[PS-2022-00226](#) – SKETCH PLAT
IDO - 2021

CSI – CARTESIAN SURVEYS, INC. agent for DIAMOND TAIL REALTY, LLC requests the aforementioned action(s) for all or a portion of: TRACTS H-6B & H-9A zoned MX-M, located on UNIVERSE BLVD NW between PASEO DEL NORTE NW and PARADISE BLVD NW containing approximately 5.3125 acre(s). (B-10)

PROPERTY OWNERS: DIAMOND TAIL REALTY LLC
REQUEST: SUBDIVIDE 3 EXISTING TRACTS INTO 4 NEW TRACTS AND VACATE A PORTION OF A PRIVATE ACCESS EASEMENT (20) AND GRANT PUE WHICH COINCIDES THE PNM PAPER EASEMENT ALONG THE NW PORTION OF PROPOSED PLATTING AREA

THE SKETCH PLAT WAS REVIEWED AND COMMENTS WERE PROVIDED.

15. [PR-2021-005597](#)
[PS-2022-00223](#) – SKETCH PLAT
IDO - 2021

CDS DEVELOPMENT agent for OLIVE GARDEN HOLDINGS, LLC requests the aforementioned action(s) for all or a portion of: LOT 10 TRACT X-2-A, BLOCK G11, THE UNIVERSITY OF ALBUQUERQUE URBAN CENTER zoned NR-C, located on SOUTHWEST CORNER of COORS & ST. JOSEPH between COORS BLVD. and ST JOSEPH'S DR. containing approximately 1.7310 acre(s). (G-11)

PROPERTY OWNERS: RED SHAMROCK 12 LLC
REQUEST: SKETCH PLAT REVIEW AND COMMENT

SKETCH PLAT COMMENTS WERE PROVIDED TO THE APPLICANT.

16. [PR-2022-007701](#)
[PS-2022-00228](#) – SKETCH PLAT
IDO - 2021

ARCH + PLAN LAND USE CONSULTANTS agent for NEW MEXICO EDUCATORS FEDERAL CREDIT UNION requests the aforementioned action(s) for all or a portion of: TRACTS B-2 & 13-A zoned MX-L, located at 2801 & 2805 JUAN TABO NE between CANDELARIA RD and CLAREMONT AVE containing approximately 1.2809 acre(s). (H-21)

PROPERTY OWNERS: NEW MEXICO EDUCATORS FEDERAL CREDIT UNION & NUSENDA FEDERAL CREDIT UNION
REQUEST: LOT CONSOLIDATION FOR TWO LOTS INTO ONE LOT, RIGHT-OF-WAY DEDICATION

THE SKETCH PLAT WAS REVIEWED AND COMMENTS WERE PROVIDED.

17. [PR-2022-007141](#)
[PS-2022-00225](#) – SKETCH PLAT
IDO - 2021

TIERRA WEST, LLC agent for KEYSTONE HOMES requests the aforementioned action(s) for all or a portion of: TRACT B-1, HERITAGE MARKETPLACE zoned MX-L, located at 1700 UNSER BLVD NW between I-40 and LADERA DR NW containing approximately 9.05 acre(s). (H-09)

PROPERTY OWNERS: BERNCO INVESTORS LLC
REQUEST: SKETCH PLAT REVIEW AND COMMENT

THE SKETCH PLAT WAS REVIEWED AND COMMENTS WERE PROVIDED.

Other Matters - None

Action Sheet Minutes were approved for October 6, 2022

DRB Member Signing Session for Approved Cases

ADJOURNED