



Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.		
MISCELLANEOUS APPLICATIONS	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S3)	
<input type="checkbox"/> Site Plan Administrative DFT (Forms P & P2)	PRE-APPLICATIONS	
<input type="checkbox"/> Final EPC Sign-off for Master Development/Site Plans - EPC (Form P2)	<input checked="" type="checkbox"/> Sketch Plat Review and Comment (Form S3)	
<input type="checkbox"/> Amendment to Infrastructure List (Form S3)	<input type="checkbox"/> Sketch Plan Review and Comment (Form S3)	
<input type="checkbox"/> Temporary Deferral of S/W (Form S3)	APPEAL	
<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form S3)	<input type="checkbox"/> Administrative Decision (Form A)	
BRIEF DESCRIPTION OF REQUEST		
We are proposing to replat the site from 1 lot to 2 lots.		
The proposed use is for a Starbucks on the 0.64 parcel. The site plan is currently going through the EPC for a Major Amendment to the controlling Site Plan for Subdivision.		
APPLICATION INFORMATION		
Applicant/Owner: SWI REAL ESTATE LTD PTNS C/O NICKEL & CO LLC	Phone:	
Address: 1014 VINE ST FLOOR 7TH	Email:	
City: CINCINNATI	State: OH	Zip: 45202
Professional/Agent (if any): Modulus Architects & Land Use Planning, Inc.	Phone: (505) 338-1499	
Address: 100 Sun Ave. NE Suite 600	Email: rokoye@modulusarchitects.com	
City: Albuquerque	State:	Zip: 87109
Proprietary Interest in Site: Agent	List all owners: SWI REAL ESTATE LTD PTNS C/O NICKEL & CO LLC	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: J-1	Block:	Unit:
Subdivision/Addition: FOUR HILLS VILLAGE SHOPPING CTR & APT COMPLEX	MRGCD Map No.:	UPC Code: 102305602134521316
Zone Atlas Page(s): L-23-Z and L-22-Z	Existing Zoning: MX-M	Proposed Zoning: N/A
# of Existing Lots: 1	# of Proposed Lots: 2	Total Area of Site (Acres): +/- 8
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: 200 TRAMWAY BLVD SE	Between: Tramway Blvd	and: Central Ave
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		
1001565		
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: Regina Okoye	Date: 6/12/2023	
Printed Name: Regina Okoye	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent	

FORM S3: ADMINISTRATIVE APPLICATIONS – Development Facilitation Team (DFT) as of 12/25/2022 **AMENDMENT TO INFRASTRUCTURE LIST**

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 online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) Proposed Amended Infrastructure List
- ___ 6) Original Infrastructure List

 TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

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 online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

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- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) A scale drawing showing the location of the deferred sidewalk with appropriate dimensions

 EXTENSION OF THE IIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

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 online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled

- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) Letter describing, explaining, and justifying the deferral or extension
- ___ 6) Drawing showing the sidewalks subject to the proposed deferral or extension

INFRASTRUCTURE LIST EXTENSION OR AN INFRASTRUCTURE IMPROVEMENTS AGREEMENT (IIA) EXTENSION

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 online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) Letter describing, explaining, and justifying the request per IDO Section 14-16-6-4(X)(4)
- ___ 6) Preliminary Plat or Site Plan
- ___ 7) Copy of DRB approved Infrastructure List
- ___ 8) Copy of recorded IIA

SKETCH PLAT OR SKETCH PLAN REVIEW AND COMMENT

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 online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- X 1) DFT Application form completed, signed, and dated
- X 2) Form S3 with all the submittal items checked/marked
- X 3) Zone Atlas map with the entire site clearly outlined and labeled
- X 4) Letter describing, explaining, and justifying the request
- X 5) Scale drawing of the proposed subdivision plat or Site Plan
- X 6) Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use



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:
L-23-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

N



Development Facilitation Team (DFT),
City of Albuquerque, Planning Department
Plaza Del Sol, 600 Second NW
Albuquerque, New Mexico 87102

June 12, 2023

RE: SKETCH PLAT – 200 TRAMWAY BLVD SE

To whom it may concern,

Modulus Architects, Inc., hereafter referred to as the “Agent,” for the purpose of this request, represents SWI REAL ESTATE LTD, hereafter referred to as the “Property Owner,” and Kentro Group, hereafter referred to as the “Applicant”. We, “Agent” are requesting a sketch plat review and comments. The parcel (the “subject site”) is +/- 7.9444 acres in size, zoned MX-H and is located on the southeast corner of Central Ave. & Tramway Blvd. The subject site and is legally described as: TR J-1 REPL OF TRS F, H-1, J & UNPLATTED LAND FOUR HILLS VILLAGE SHOPPING CENTER & APT COMPLEX CONT 7.9444 AC +/- OR 346,058 SF +/- . The site is currently a parking lot. The site is located within the Central Ave. Major/Premium Transit Corridors, within an Area of Change and within the Four Hills Village Activity Center, as designated in the Albuquerque Comprehensive Plan. The site is also within the East Gateway Community Planning Area. The subject site is along four (4) Urban Major Collector Streets (Tramway Blvd., Central Ave., Four Hills RD., Wenonah Av.).

This request is for a replat to subdivide 1 lot into 2 lots. The proposed use for the new tract is a Starbucks. The site is controlled by a Site Plan for Subdivision. The agent is currently in the process of a Major Amendment to the controlling plan to add the Starbucks use to the new proposed tract. The site is currently over parked as is. The new use and parcel will not cause a deficiency in parking spaces for the center. The new parcel will be able to self-park and will not need a shared parking agreement. See proposed plans that are attached to the application. Please note that the Site Plan approvals and this proposed plat are **not** tied together. The plans have been added for reference **only**. There will be different timing on the two separate applications.

The Smith’s user and the new proposed Starbucks use have drafted easements for the new outparcel that have been attached to this application for reference.

If you have any additional questions or concerns regarding this submittal, please feel free to contact me directly at (505) 338-1499 or email me at: rokoye@modulusarchitects.com.

Best regards,

REGINA OKOYE, ENTITLEMENTS PROJECT MANAGER
MODULUS ARCHITECTS & LAND USE PLANNING, INC.

100 Sun Avenue NE, Suite 600

Albuquerque, NM 87109

Office 505.338.1499 (Ext. 1003)

Mobile + Text 505.267.7686

Email: rokoye@modulusarchitects.com

Website: www.modulusarchitects.com

Join us on Facebook: [Modulus Architects on Facebook](#)

New Mexico | Texas | Arizona | Colorado | Oklahoma



Easement Notes

- 1 INTENTIONALLY OMITTED
- 2 EXISTING 10' GAS CO. OF NM EASEMENT (5/31/1990, 90C-138), SHOWN HEREON AS [Symbol]
- 3 EXISTING 10' US WEST TELEPHONE EASEMENT (5/31/1990, 90C-138)
- 4 EXISTING 10' PNM EASEMENT (5/31/1990, 90C-138)
- 5 EXISTING CITY OF ALBUQUERQUE WATERLINE EASEMENT (5/31/1990, 90C-138) SHOWN HEREON AS [Symbol]
- 6 EXISTING 10' PNM EASEMENT (01/17/1992, BK. 92-1, PG. 8728-8730, DOC. NO. 92004374)
- 7 EXISTING 24'X23' PNM AND US WEST COMMUNICATIONS, INC. EASEMENT (12/29/1995, BK. 95-31, PG. 6801-6803, DOC. NO. 95132638)
- 8 EXISTING 25'X10' PNM EASEMENT, LOCATION SCALED FROM DOCUMENT (09/26/2003, BK. A65, PG. 6810, DOC. NO. 2003177181)

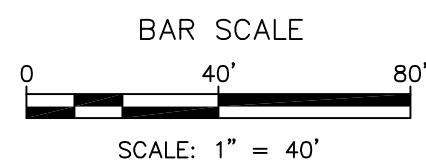
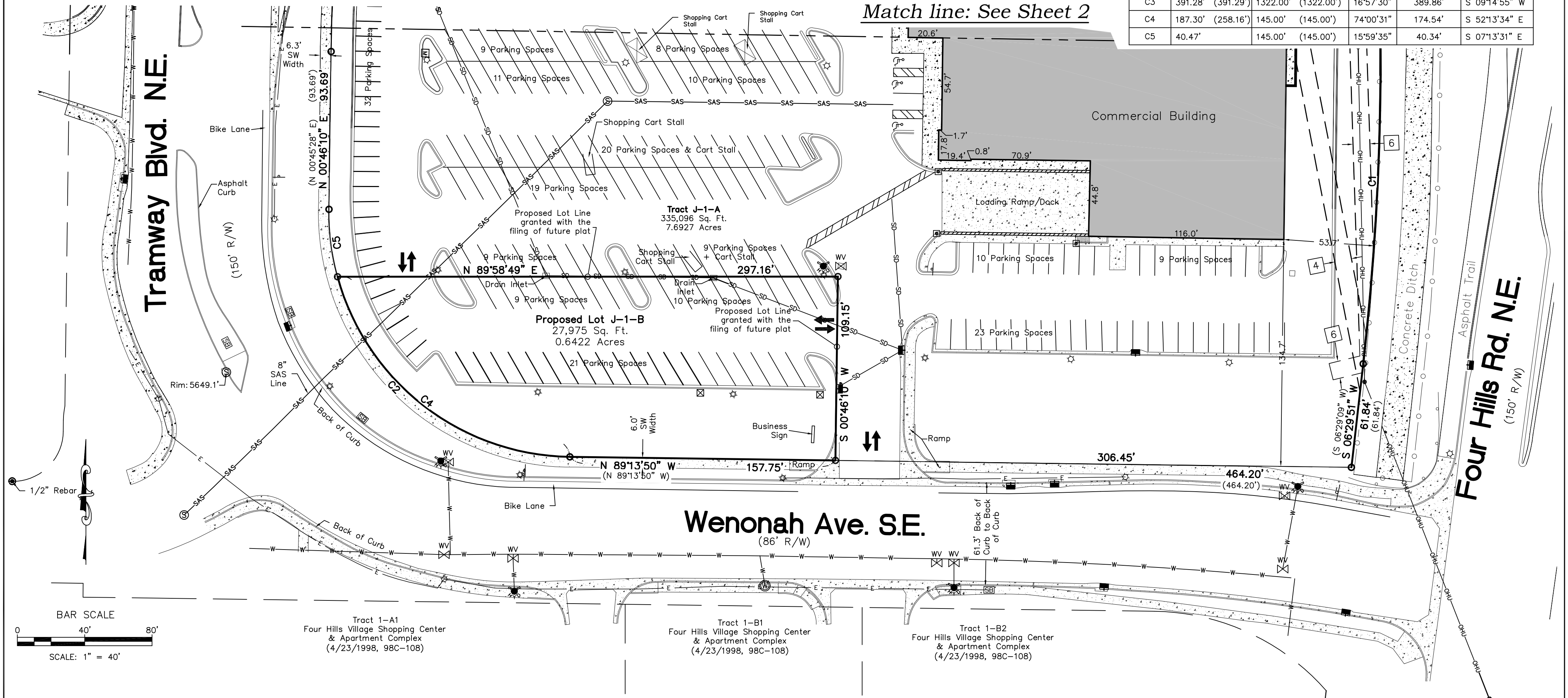
Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES	—OHU—	OVERHEAD UTILITY LINE
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (5/31/1990, 90C-138)	•	UTILITY POLE
○	FOUND MONUMENT AS INDICATED	↙	ANCHOR
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED	⊗	WATER VALVE
⊗	COVERED AREA	⊗	WATER METER
⊗	CONCRETE	⊗	FIRE HYDRANT
⊗	BLOCK WALL	⊗	MAILBOX
⊗	CHAINLINK FENCE	⊗	SANITARY SEWER MANHOLE
⊗	GUARD RAIL	⊗	IRRIGATION BOX
⊗	PULL BOX	⊗	STORM DRAIN INLET
⊗	LIGHT POLE	⊗	IRRIGATION VALVE
⊗	SIGNAL BOX	⊗	SIGN
—W—	UNDERGROUND WATER UTILITY LINE	↕	CURB CUT/INDICATION OF ACCESS TO ROADWAY
—SAS—	UNDERGROUND SANITARY SEWER LINE	□	BOLLARD
—E—	UNDERGROUND ELECTRIC UTILITY LINE	□	UTILITY PEDESTAL

**Site Sketch for
Tract J-1-A and J-1-B, Four
Hills Village Shopping Center
and Apartment Complex
Being Comprised of
Tract J-1, Four Hills Village Shopping
Center and Apartment Complex
City of Albuquerque, Bernalillo County, New Mexico
April 2023**

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	258.16' (258.16')	1612.02' (1612.02')	9°10'33"	257.88'	N 01°54'34" E
C2	227.77' (227.77')	145.00' (145.00')	90°00'06"	205.06'	S 44°13'47" E
C3	391.28' (391.29')	1322.00' (1322.00')	16°57'30"	389.86'	S 09°14'55" W
C4	187.30' (258.16')	145.00' (145.00')	74°00'31"	174.54'	S 52°13'34" E
C5	40.47'	145.00' (145.00')	15°59'35"	40.34'	S 07°13'31" E

Match line: See Sheet 2



Purpose of Plat

1. SUBDIVIDE AS SHOWN HEREON.

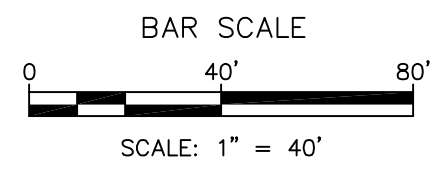
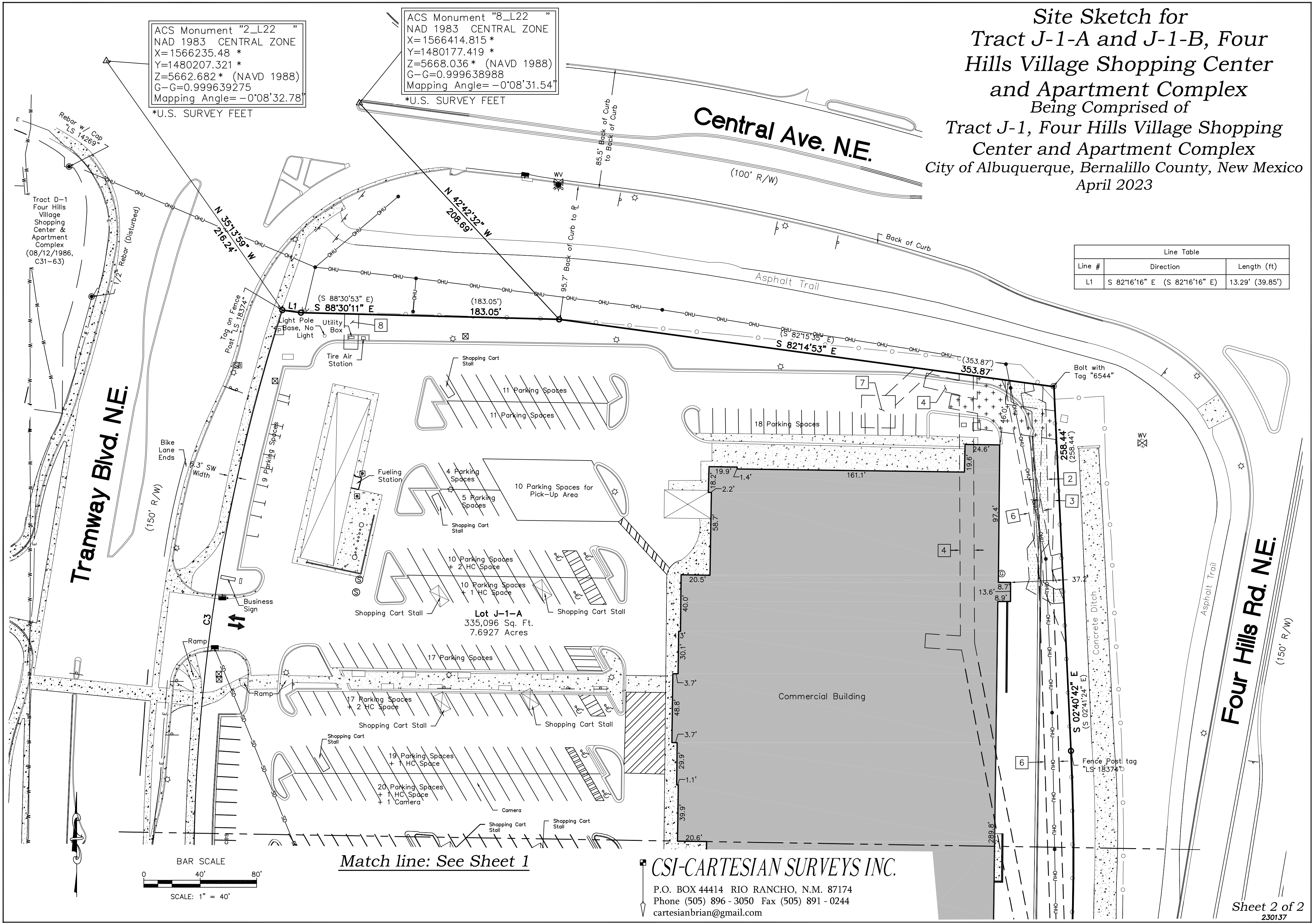
CSI-CARTESIAN SURVEYS INC.
 P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244
 cartesianbrian@gmail.com

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ACS Monument "2_L22"
NAD 1983 CENTRAL ZONE
X=1566235.48 *
Y=1480207.321 *
Z=5662.682 * (NAVD 1988)
G-G=0.999639275
Mapping Angle=-0°08'32.78"
*U.S. SURVEY FEET

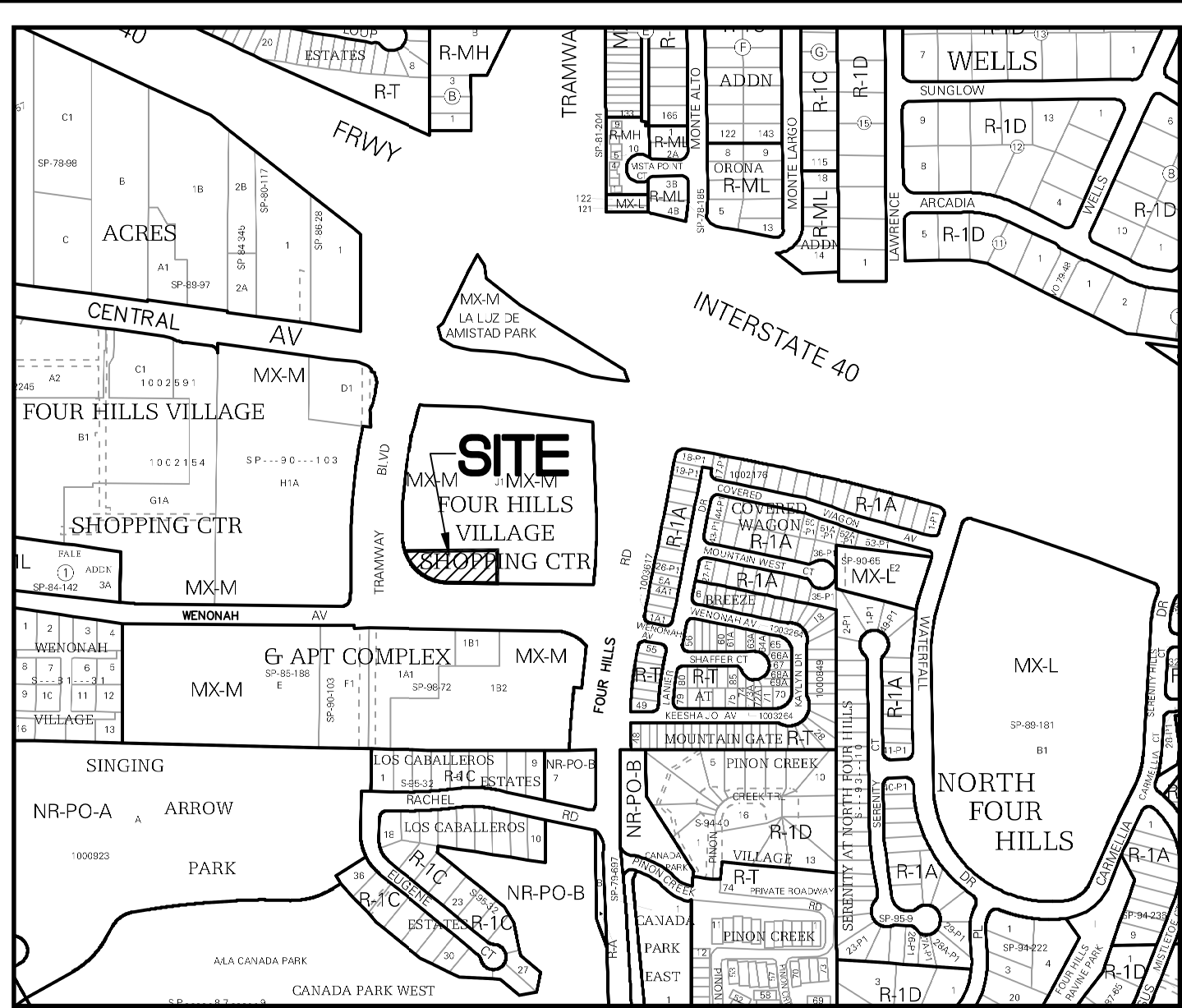
ACS Monument "8_L22"
NAD 1983 CENTRAL ZONE
X=1566414.815 *
Y=1480177.419 *
Z=5668.036 * (NAVD 1988)
G-G=0.999638988
Mapping Angle=-0°08'31.54"
*U.S. SURVEY FEET

Line Table		
Line #	Direction	Length (ft)
L1	S 82°16'16" E (S 82°16'16" E)	13.29' (39.85')



Match line: See Sheet 1

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Vicinity Map - Zone Atlas L-22-Z and L-23-Z N.T.S.

Documents

- TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE, HAVING FILE NO. SP000133405 AND AN EFFECTIVE DATE OF JANUARY 13, 2023.
- PLAT OF RECORD FOR FOUR HILLS VILLAGE SHOPPING CENTER AND APARTMENT COMPLEX, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON MAY 31, 1990 IN VOLUME 90C, FOLIO 138.
- SPECIAL WARRANTY DEED WITH DECLARATION OF USE RESTRICTION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON NOVEMBER 30, 1993, BOOK 93-34, PAGE 4145-4150, AS DOCUMENT NO. 1993135556

Free Consent

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E.. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

REPRESENTATIVE, TITLE _____ DATE _____
SMITH'S FOOD AND DRUG CENTERS, INC.

STATE OF NEW MEXICO }
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____
BY: REPRESENTATIVE, TITLE, SMITH'S FOOD AND DRUG CENTERS, INC.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Indexing Information

Sections 26 and 27, Township 10 North, Range 4 East, N.M.P.M.
Subdivision: Four Hills Village Shopping Center and Apartment Complex
Owner: Smith's Food and Drug Centers, Inc.
UPC #: 102305602134521316

Purpose of Plat

- SUBDIVIDE AS SHOWN HEREON.

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND
PAID ON UPC #: 102305602134521316

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

Subdivision Data

GROSS ACREAGE. 8.3349 ACRES
ZONE ATLAS PAGE NO. L-23-Z
NUMBER OF EXISTING LOTS. 1
NUMBER OF LOTS CREATED. 2
MILES OF FULL-WIDTH STREETS. 0.0000 MILES
MILES OF HALF-WIDTH STREETS. 0.0000 MILES
RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE. 0.0000 ACRES
DATE OF SURVEY. JANUARY 2023

Notes

- FIELD SURVEY PERFORMED IN JANUARY 2023.
- ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
- THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).

Legal Description

TRACT J-1 OF THE PLAT ENTITLED "REPLAT OF TRACTS F, H-1, J, AND UNPLATTED LAND, FOUR HILLS VILLAGE SHOPPING CENTER AND APARTMENT COMPLEX, ALBUQUERQUE, NEW MEXICO" AS FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON MAY 31, 1990 IN VOLUME 90C, FOLIO 138; BUT EXCEPTING THEREFROM THAT PORTION OF TRACT F-1 WHICH WAS SHOWN AS PORTION OF WENONAH AVENUE, S.E. AND TRAMWAY BLVD., S.E., ON THE PLATS RECORDED IN MAP BOOK C27, FOLIO 22 AND MAP BOOK C31, FOLIO 63.

Flood Notes

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" WHICH IS DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 35001C0378G, DATED SEPTEMBER 26, 2008.

Solar Collection Note

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING 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.

**Plat for
Tract J-1-A and J-1-B, Four
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and Apartment Complex
Being Comprised of
Tract J-1, Four Hills Village Shopping
Center and Apartment Complex
City of Albuquerque, Bernalillo County, New Mexico
April 2023**

Project Number: _____

Application Number: _____

Plat Approvals:

PNM Electric Services

Qwest Corp. d/b/a CenturyLink QC

New Mexico Gas Company

Comcast

City Approvals:

City Surveyor

Traffic Engineer, Transportation Division

ABCWUA

Parks and Recreation Department

AMAFCA

Hydrology

Code Enforcement

Planning Department

City Engineer

Surveyor's Certificate

I, BRIAN J. MARTINEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON, THE UTILITY COMPANIES OR OTHER INTERESTED PARTIES AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS FOR THE CITY OF ALBUQUERQUE AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Brian J. Martinez
N.M.R.P.S. No. 18374

Date



CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
cartesianbrian@gmail.com

Easement Notes

- 1 INTENTIONALLY OMITTED
- 2 EXISTING 10' GAS CO. OF NM EASEMENT (5/31/1990, 90C-138), SHOWN HEREON AS [Symbol]
- 3 EXISTING 10' US WEST TELEPHONE EASEMENT (5/31/1990, 90C-138)
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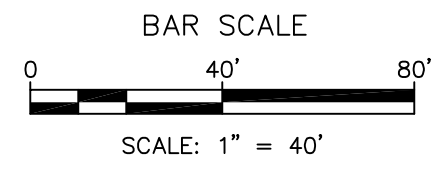
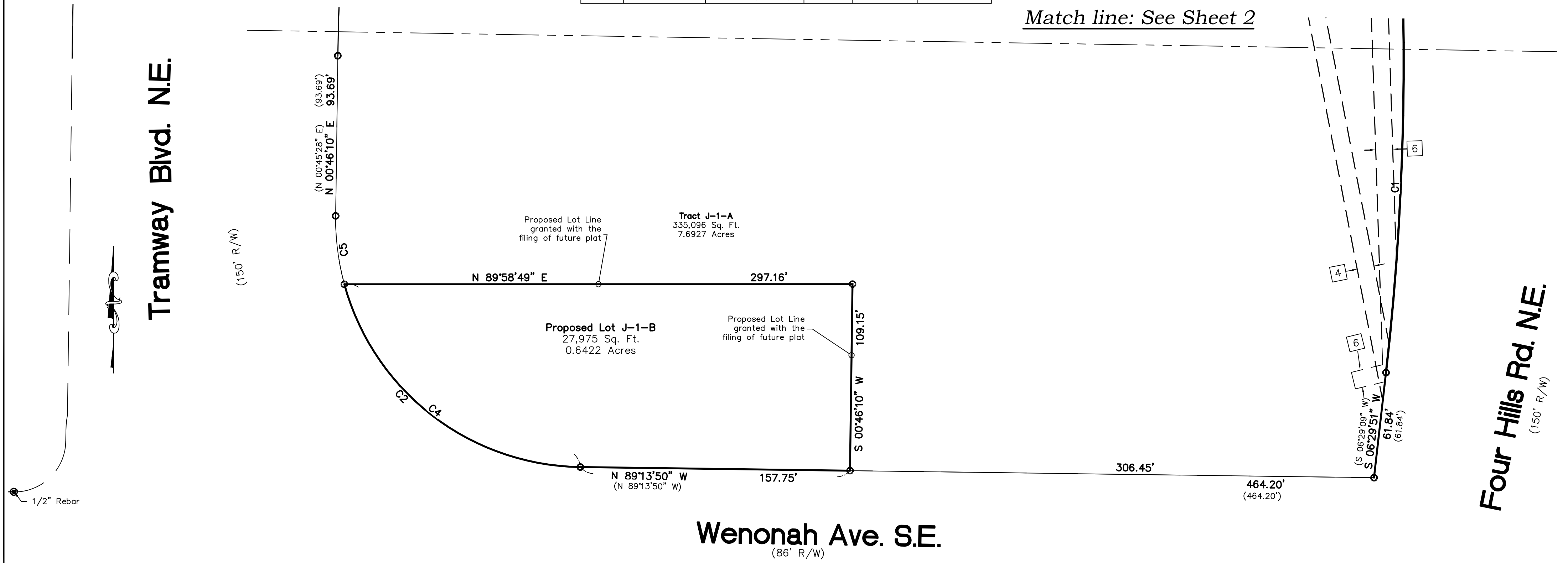
Legend

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(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (5/31/1990, 90C-138)
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**Plat for
Tract J-1-A and J-1-B, Four
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and Apartment Complex
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Center and Apartment Complex
City of Albuquerque, Bernalillo County, New Mexico
April 2023**

Match line: See Sheet 2



Tract 1-A1
Four Hills Village Shopping Center
& Apartment Complex
(4/23/1998, 98C-108)

Tract 1-B1
Four Hills Village Shopping Center
& Apartment Complex
(4/23/1998, 98C-108)

Tract 1-B2
Four Hills Village Shopping Center
& Apartment Complex
(4/23/1998, 98C-108)

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City of Albuquerque, Bernalillo County, New Mexico
April 2023**

Line Table		
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ACS Monument "2_L22"
NAD 1983 CENTRAL ZONE
X=1566235.48 *
Y=1480207.321 *
Z=5662.682 * (NAVD 1988)
G-G=0.999639275
Mapping Angle=-0°08'32.78"
*U.S. SURVEY FEET

ACS Monument "8_L22"
NAD 1983 CENTRAL ZONE
X=1566414.815 *
Y=1480177.419 *
Z=5668.036 * (NAVD 1988)
G-G=0.999638988
Mapping Angle=-0°08'31.54"
*U.S. SURVEY FEET

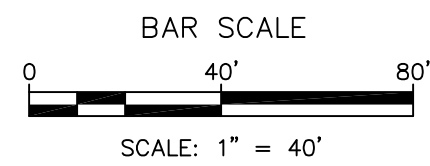
Central Ave. N.E.
(100' R/W)

Tramway Blvd. N.E.
(150' R/W)

Four Hills Rd. N.E.
(150' R/W)

Lot J-1-A
335,096 Sq. Ft.
7.6927 Acres

Match line: See Sheet 2



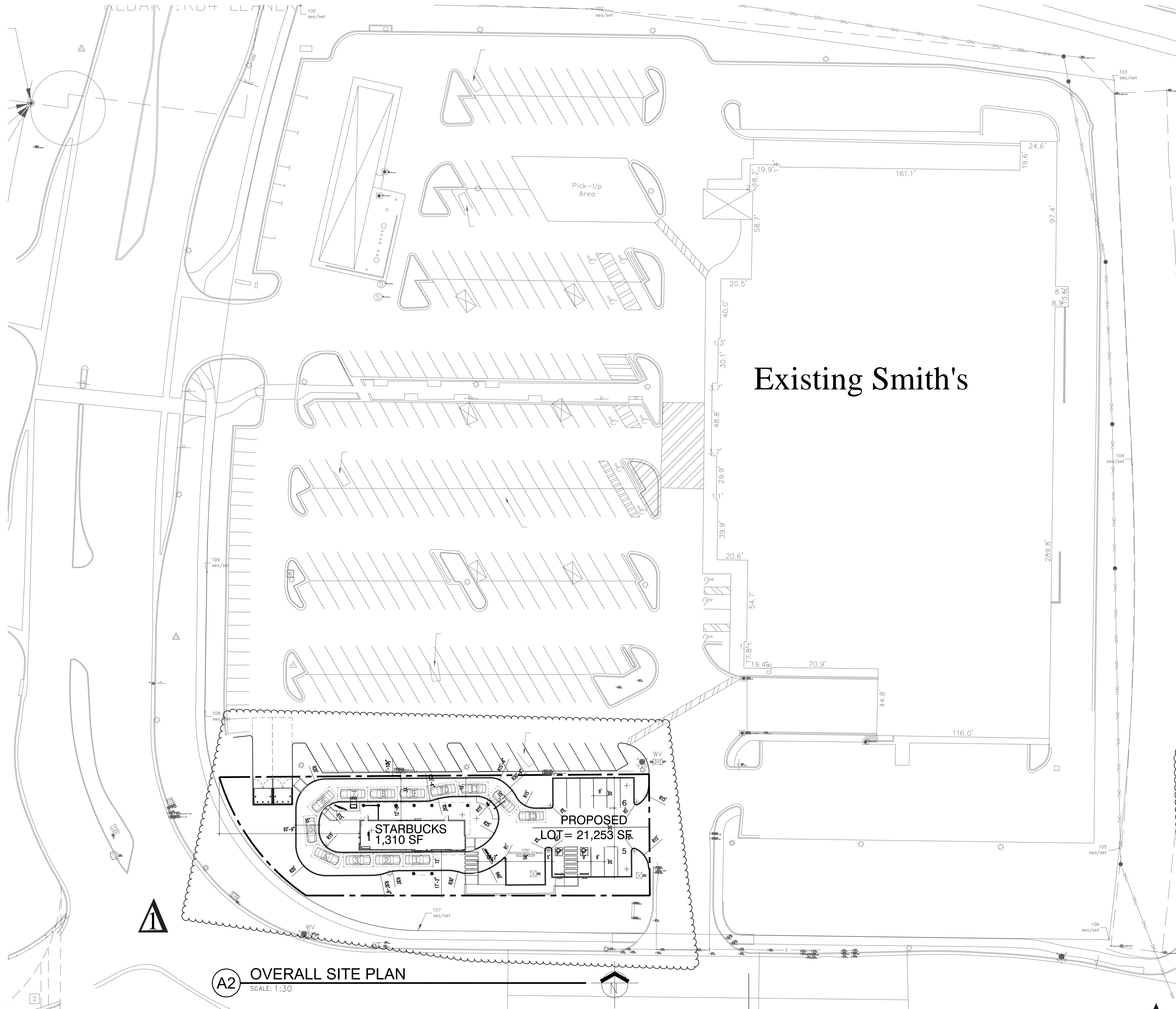
CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244
cartesianbrian@gmail.com

PROPOSED PLAN FOR NEW PARCEL

- For reference ONLY. Not a part of future platting action.

MAJOR SITE PLAN AMENDMENT - JULY 2023



Existing Smith's

PROPOSED
STARBUCKS
1,310 SF

LOT = 21,253 SF

A2 OVERALL SITE PLAN
SCALE: 1:30

GENERAL NOTES

- A. "G" SERIES SHEETS APPLY TO THE ENTIRE SET OF DRAWINGS.
- B. INDICATED DIMENSIONS ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED.

PROJECT NUMBER: _____

Application Number: _____

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

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

DET SITE DEVELOPMENT PLAN APPROVAL:

- Traffic Engineering, Transportation Division _____ Date _____
- ABCWUA _____ Date _____
- Parks and Recreation Department _____ Date _____
- Hydrology _____ Date _____
- Code Enforcement _____ Date _____
- * Environmental Health Department (conditional) _____ Date _____
- Solid Waste Management _____ Date _____
- Planning Department _____ Date _____

SMITH'S PARKING CALCULATION

EXISTING SMITH'S BLDG SF	
85,298 SF	
PARKING SPACES REQUIRED	
1 PER 300 GSF @ 85,298 GSF = 285	
EXISTING # OF PARKING SPACES	NEW # OF PARKING SPACES
383	335


STARBUCKS' PARKING CALCULATION

PARKING SPACES REQUIRED	PARKING SPACES PROVIDED
8 PER 1,000 GSF @ 1,310 GSF	(8) SPACES
PARKING SPACES REQUIRED FOR PATIO	PARKING SPACES PROVIDED
3 PER 1,000 GSF @ 725 GSF	(2) SPACES
MOTORCYCLE PARKING REQUIRED	
(1) REQUIRED	(2) SPACES
BICYCLE PARKING REQUIRED	
(1) REQUIRED	(4) SPACES

FOR CONSTRUCTION NOT FOR CONSTRUCTION

REV	DATE	BY	REVISION
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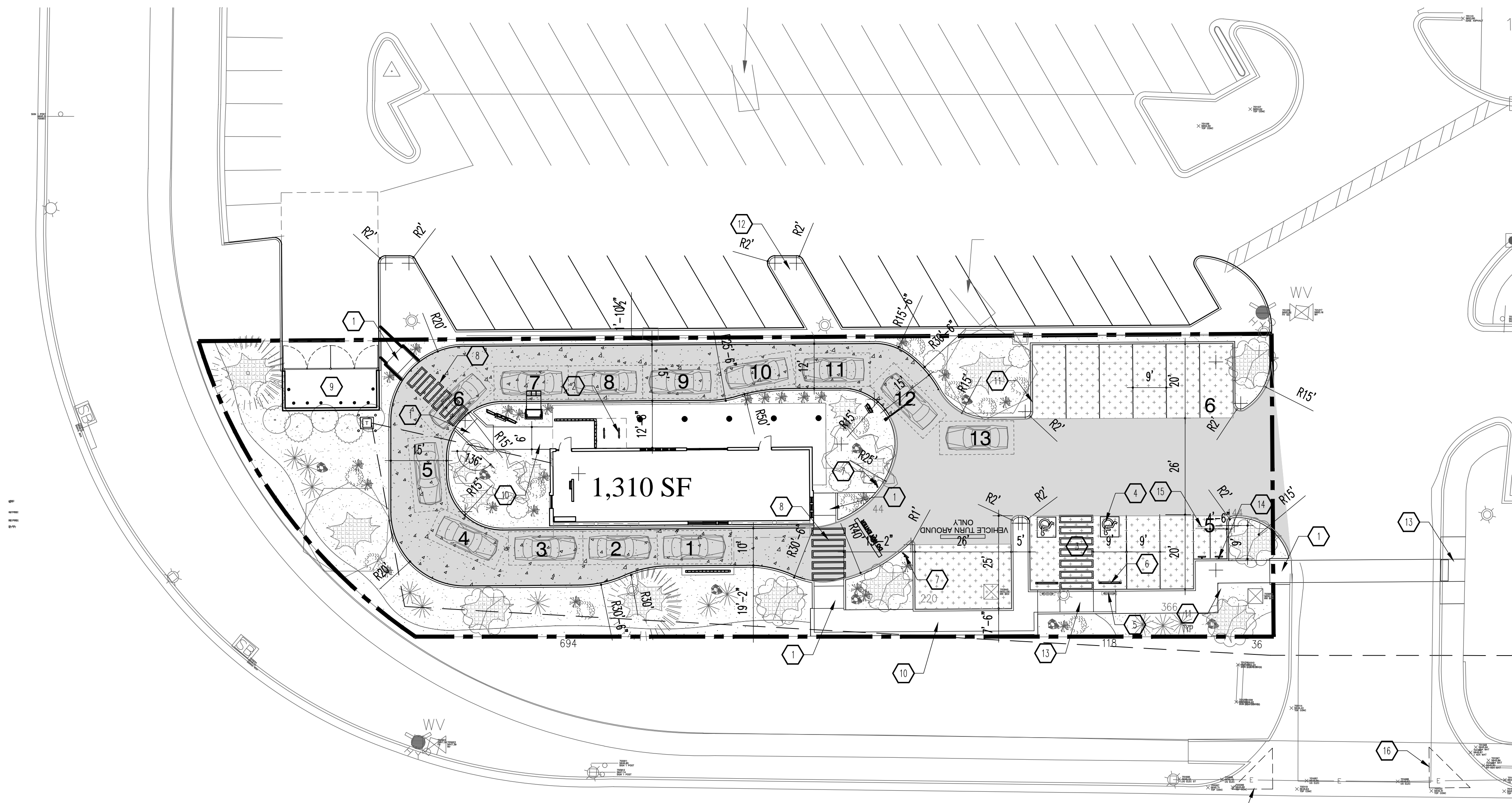
MODULUS ARCHITECTS
 100 SUN AVENUE N.E., Ste 600
 ALBUQUERQUE, NEW MEXICO 87109
 PHONE (505) 338-1499 FAX (505) 338-1498



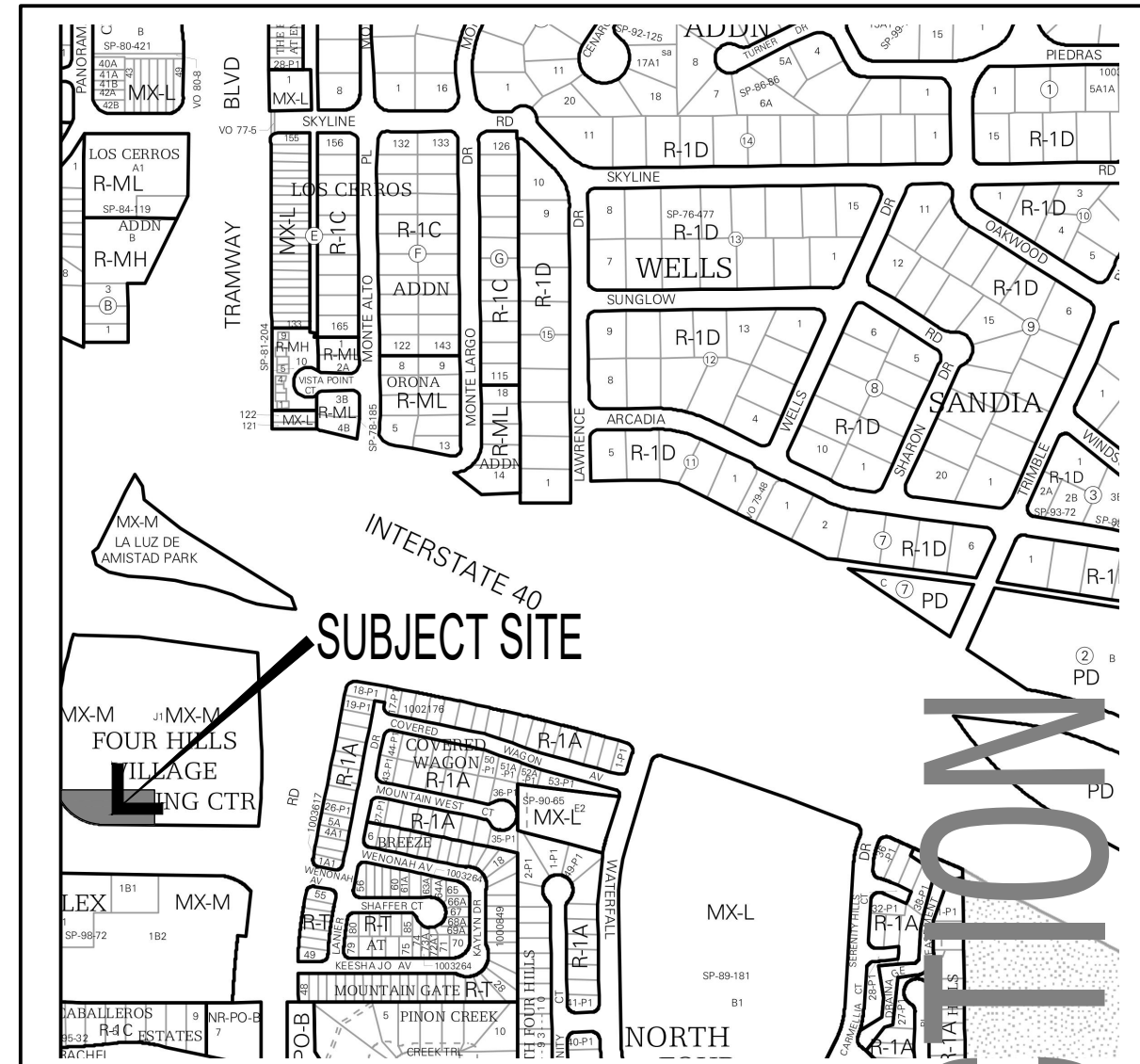
xx xxx 2022

PROJECT TITLE: STARBUCKS - TRAMWAY
 200 TRAMWAY BLD. NE ALBUQUERQUE, NEW MEXICO 87123
 PROJECT MANAGER: DEVIN NGUYEN
 DRAWN BY: DTM
 SP-TRAMWAY
 SHEET TITLE: OVERALL SITE PLAN

DATE: 25 Jun 2023
 SCALE: AS NOTED
 SHEET: AS100



A2 ARCHITECTURAL SITE PLAN
SCALE: 1:20



VICINITY MAP
Zone Atlas Map L-23-Z NTS
LEGAL DESCRIPTION: TRACT J-1-A AND J-1-B, FOUR HILLS VILLAGE SHOPPING CENTER AND APARTMENT COMPLEX, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO.

GENERAL NOTES

- "C" SERIES SHEETS APPLY TO THE ENTIRE SET OF DRAWINGS.
- INDICATED DIMENSIONS ARE TO FACE OF FINISH; UNLESS OTHERWISE NOTED.
- PARKING AND ACCESSIBLE PAVEMENT MARKING AND STRIPING SHALL CONFORM TO THE NEW MEXICO COMMERCIAL BUILDING CODE SECTION 1110.3.17.2.
- LANDSCAPING AND SIGNAGE SHALL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBS BETWEEN 3' AND 8' TALL (AS MEASURED FROM THE GUTTER PLAN) WILL NOT BE ACCEPTABLE IN THE CLEAR SIGHT TRIANGLE.

KEYED NOTES

- CURBED RAMP: SEE A1/A1.1.
- BIKE RACK: SEE B1/A1.2; TYPICAL OF (2).
- HANDICAP PARKING: SEE A1/A1.2 AND A3/A1.2.
- HANDICAP PAVEMENT MARKING: SEE A5/A1.2.
- HANDICAP SIGNAGE: SEE B4/A1.2; TYPICAL OF (2).
- WHEEL STOP: SEE B5/A1.2; TYPICAL OF (2).
- "DO NOT ENTER" SIGNAGE: SEE B3/A1.2; TYPICAL OF (2).
- WALKWAY PAVEMENT MARKING: SEE C5/A1.2.
- REFUSE ENCLOSURE: SEE B2/A1.3.
- SIDEWALK: SEE B3/A1.1.
- CURB & GUTTER: SEE B1/A1.1.
- PARKING ISLAND: SEE C3/A1.1.
- TAPERED RAMP: SEE C1/A1.1.
- MOTORCYCLE PARKING SIGNAGE: SEE B2/A1.2; TYPICAL OF (2).
- "MOTORCYCLE PARKING": 12" HIGH x 4" WIDE PAVEMENT MARKING, WHITE IN COLOR.
- DASHED LINE INDICATES 11' x 11' CLEAR SITE TRIANGLE.

GRAPHIC LEGEND

- 6" THICK NORMAL WEIGHT REINFORCED CONCRETE PAVING.
- HEAVY DUTY: SEE A5/A1.3.
- LIGHT DUTY ASPHALT: SEE A3/A1.3.

EASEMENTS
NO EASEMENTS AT IMMEDIATE SITE.

PARKING CALCULATION

PARKING SPACES REQUIRED	PARKING SPACES PROVIDED
8 PER 1,000 CSF @ 1,310 CSF	(8) SPACES
PARKING SPACES REQUIRED FOR PATIO	PARKING SPACES PROVIDED
3 PER 1,000 CSF @ 725 CSF	(2) SPACES
MOTORCYCLE PARKING REQUIRED	
(1) REQUIRED	(2) SPACES
BICYCLE PARKING REQUIRED	
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NOT FOR CONSTRUCTION

REV	DATE	BY	REVISION
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MODULUS ARCHITECTS
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ALBUQUERQUE, NEW MEXICO 87109
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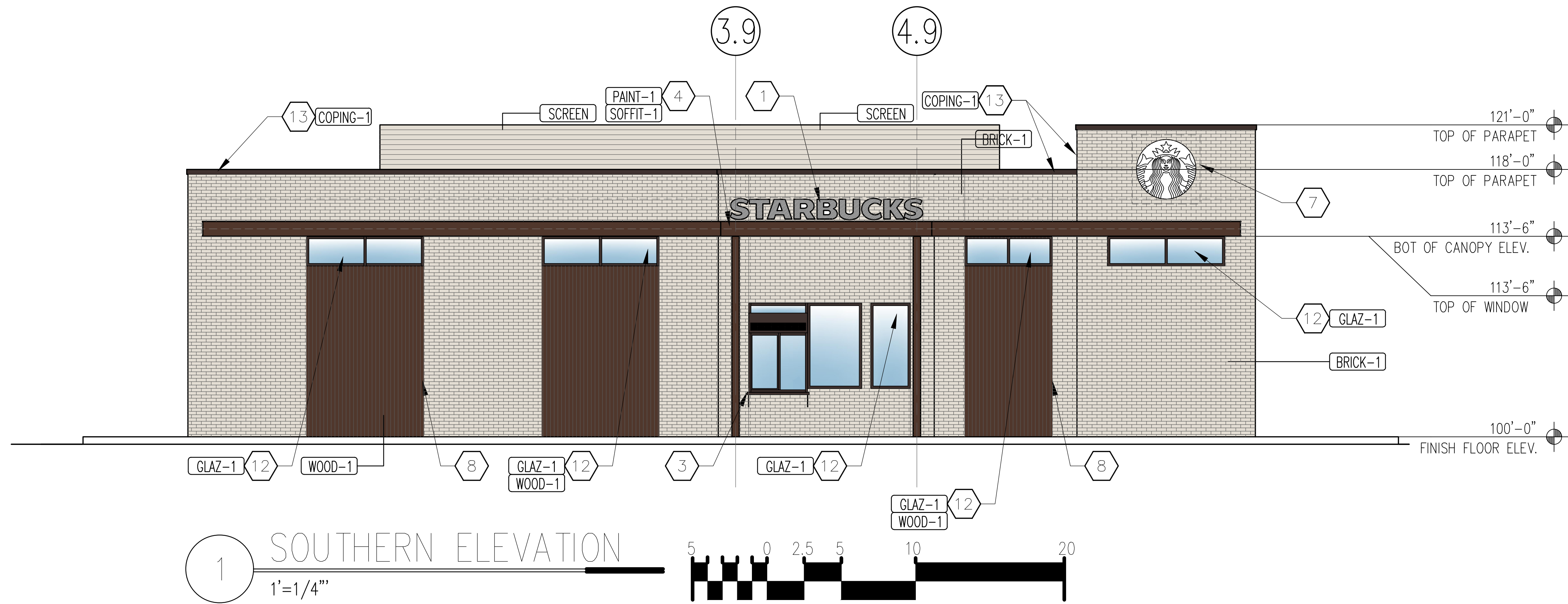
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xx xxx 2022

PROJECT TITLE: **STARBUCKS - TRAMWAY**
200 TRAMWAY BLVD. NE
ALBUQUERQUE, NEW MEXICO 87123

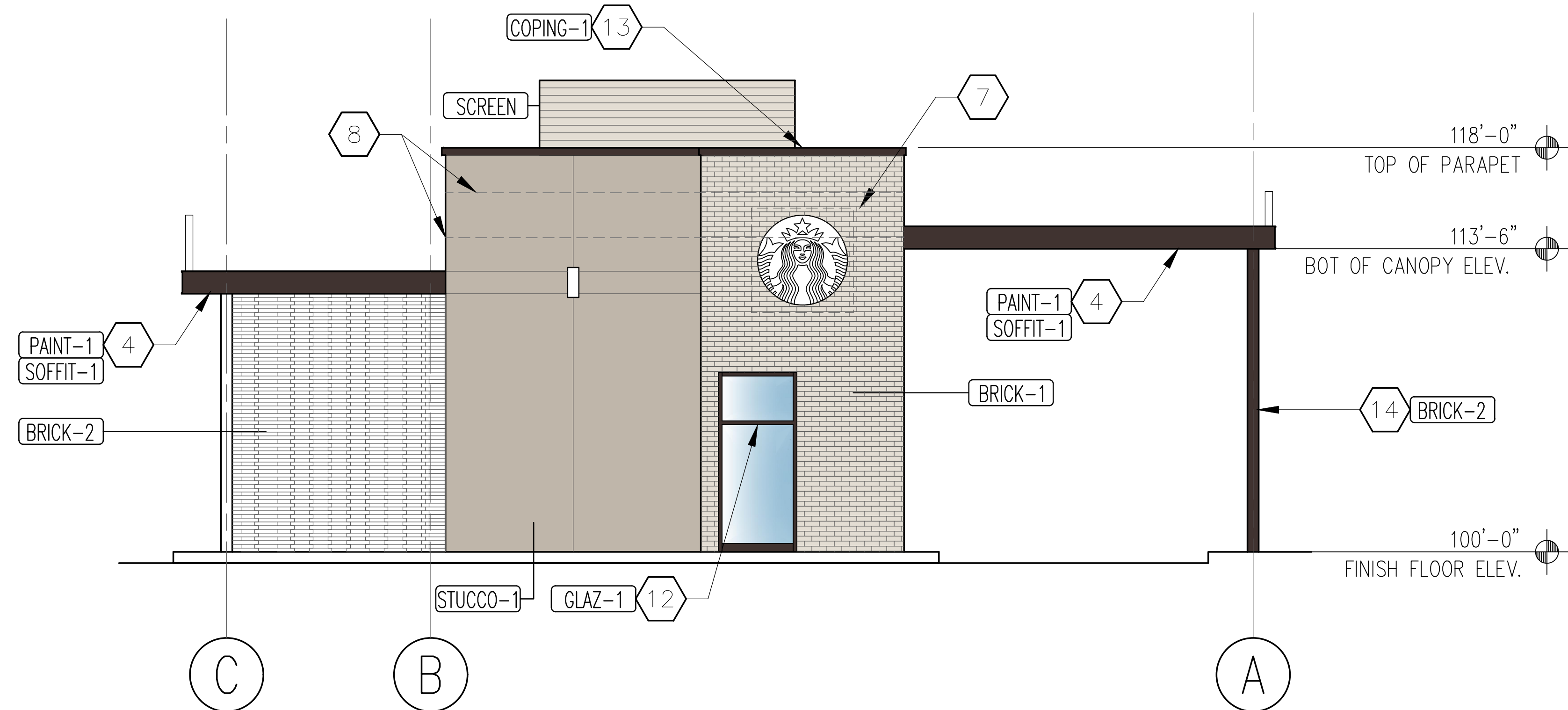
PROJECT MANAGER: **DEVIN NGUYEN**
JOB NO.: **SB-TRAMWAY**
DRAWN BY: **DTN**

SHEET TITLE: **SITE PLAN**

DATE: **25 Jun 2023** sheet:
SCALE: **AS NOTED** **AS101** of.



1 SOUTHERN ELEVATION
1' = 1/4"



2 WESTERN ELEVATION
1' = 1/4"

GENERAL NOTES

- A. "G" SERIES SHEETS APPLY TO THE ENTIRE SET OF DRAWINGS.
- B. INDICATED DIMENSIONS ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED.
- C. INDICATED ELEVATIONS ARE BASED ON A FINISHED FLOOR OF 100'-0".

KEYED NOTES

1. SIGNAGE SHALL BE PROVIDED AND INSTALLED BY TENANT UNDER A SEPARATE PERMIT; CONTRACTOR TO PROVIDE ELECTRICAL POWER UNDER THIS CONTRACT.
2. SURFACE MOUNTED LIGHT FIXTURE; SEE ELECTRICAL PLAN ON SHEET E101
3. DRIVE-THRU SHELF.
4. COVERED CANOPY.
5. SCHEDULED DOOR AND FRAME; SEE FLOOR PLAN ON SHEET A101.
6. LEADER HEAD AND DOWNSPOUT.
7. DASHED LINE INDICATES 3/8" FIRE RETARDANT PLYWOOD BACKING AT SIGNAGE LOCATION.
8. ALUMINUM STUCCO REVEAL; SEE XXX/XXXX.
9. BRICK VENEER CONTROL JOINT; SEE XXX/XXX.
10. HEATED AIR CURTAIN: AA300.
11. EXPANSION JOINT; SEE XX/XXXX.
12. SCHEDULED STOREFRONT; SEE FLOOR PLAN ON SHEET A101 FOR ADDITIONAL INFORMATION.
13. GALVANIZED METAL COPING.
14. DASHED LINE INDICATES BRICK SCREEN IN FRONT.

NOT FOR CONSTRUCTION

REVISION	BY	DATE

REV	DATE

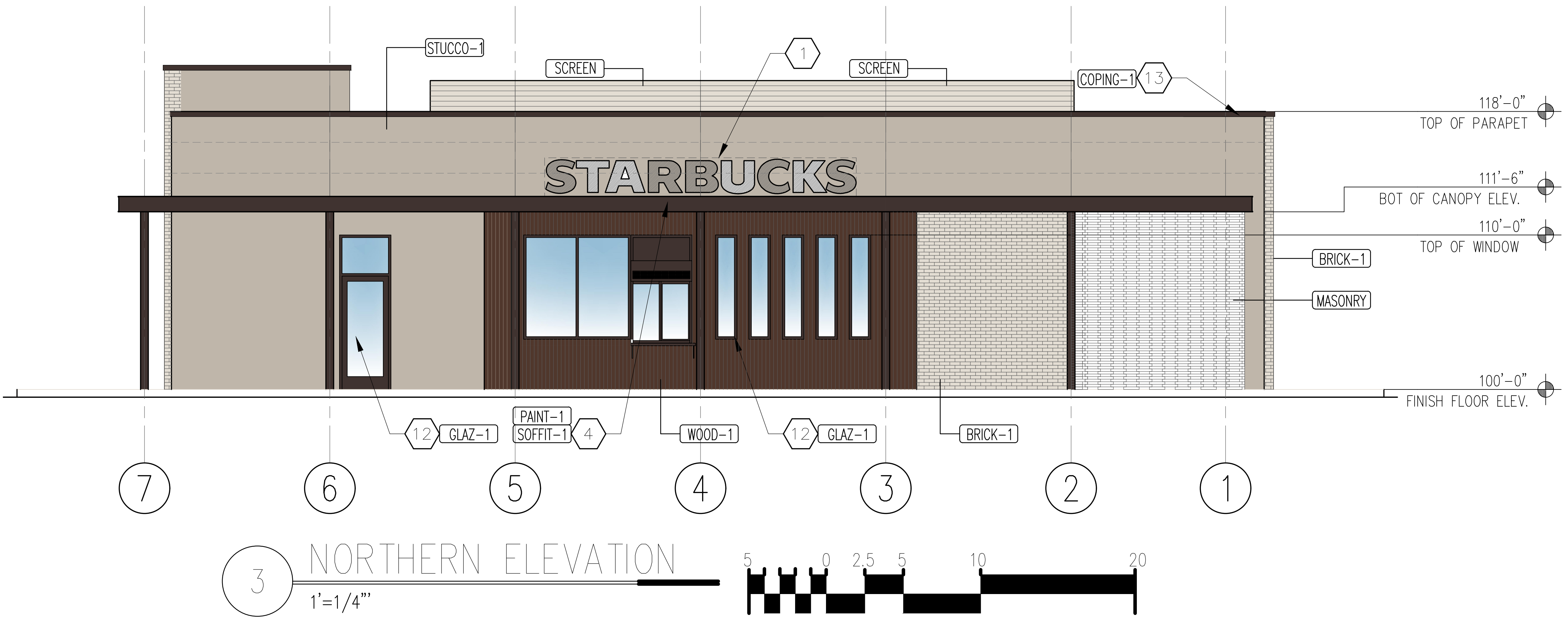
MODULUS ARCHITECTS
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NOT FOR CONSTRUCTION

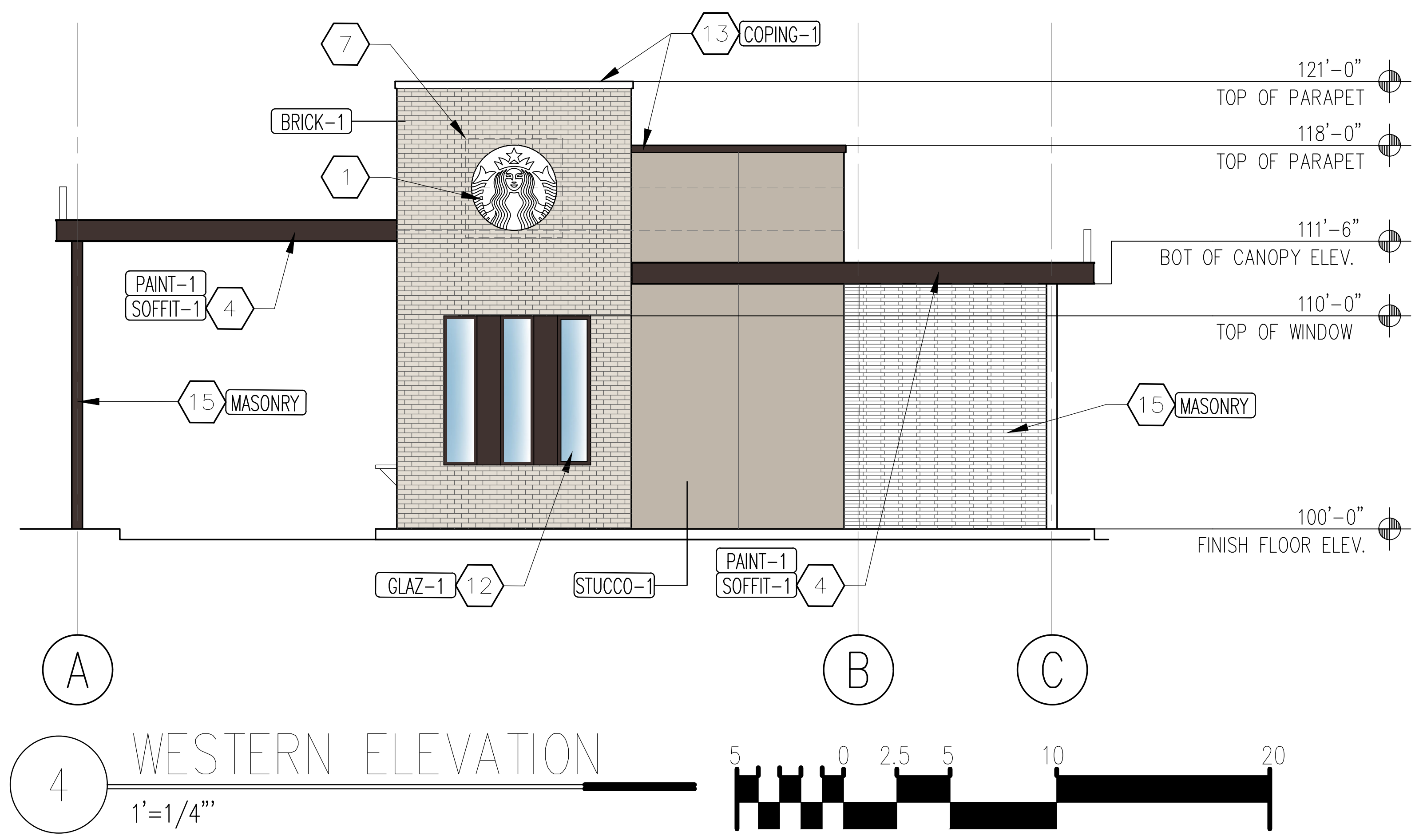
EXTERIOR MATERIALS

STUCCO-1	2 COAT EXTERIOR STUCCO SYSTEM COLOR - SHERWIN WILLIAMS SW#7030 ANEW GRAY, SANDED TEXTURE
BRICK-1	BRICK VENEER MUTUAL MATERIALS - PEWTER MISSION, RUNNING BOND WITH SM100 GRAY COLOR MORTAR
BRICK-2	BRICK SCREEN MUTUAL MATERIALS - PEWTER MISSION, RUNNING BOND WITH SM100 GRAY COLOR MORTAR
PAINT-1	STEEL CANOPY STRUCTURE COLOR: SHERWIN WILLIAMS SW#6006 BLACK BEAN
GLAZ-1	ALUMINUM STOREFRONT SYSTEM WITH CLEAR LOW-E COLOR: DARK BRONZE
WOOD-1	WOOD CLADDING NICHHA FIBER CEMENT - VINTAGEWOOD- CEDAR
COPING-1	GALVANIZED METAL COPING COLOR: SHERWIN WILLIAMS SW#7030 ANEW GRAY
METAL-1	PREFINISHED METAL PANEL - PARASOLEIL-GOTHAM COLOR: BLACK
SOFFIT-1	WOOD CLADDING NICHHA FIBER CEMENT - VINTAGEWOOD- CEDAR

PROJECT TITLE	STARBUCKS - TRAMWAY
PROJECT ADDRESS	200 TRAMWAY BLVD. NE ALBUQUERQUE, NEW MEXICO 87123
PROJECT MANAGER	DEVIN NGUYEN
JOB NO.	SB-TRAMWAY
DRAWN BY:	DTN
DATE	1/14/2023
SCALE	AS NOTED
SHEET NO.	A201-A
SHEET TITLE	EXTERIOR ELEVATIONS



3 NORTHERN ELEVATION
1"=1/4"

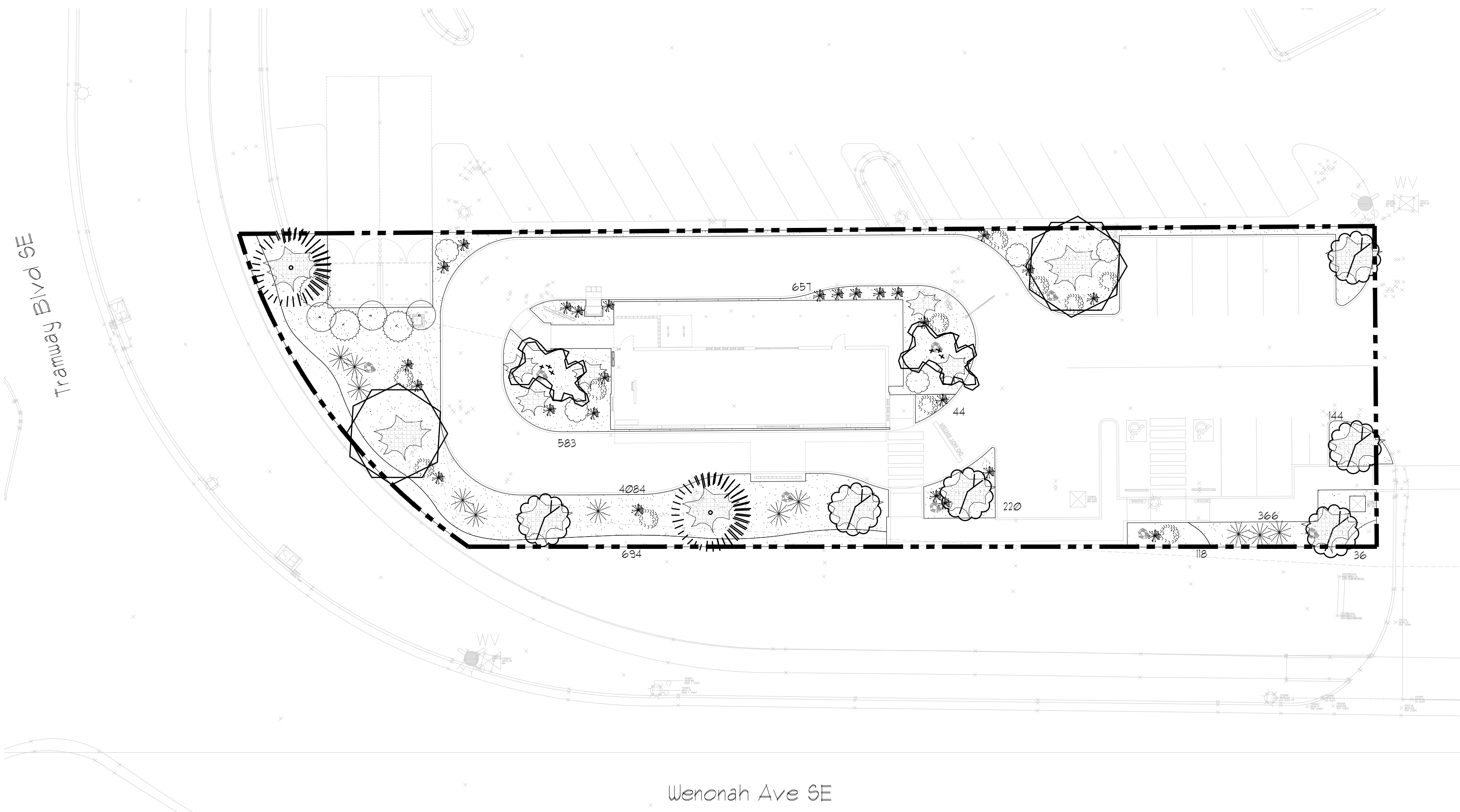


4 WESTERN ELEVATION
1"=1/4"

GENERAL NOTES		REVISION																		
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<p>NOT FOR CONSTRUCTION</p>		DATE																		
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<p>EXTERIOR MATERIALS</p> <table border="1"> <tbody> <tr> <td>STUCCO-1</td> <td>2 COAT EXTERIOR STUCCO SYSTEM COLOR - SHERWIN WILLIAMS SW#7030 ANEW GRAY, SANDED TEXTURE</td> </tr> <tr> <td>BRICK-1</td> <td>BRICK VENEER MUTUAL MATERIALS - PEWTER MISSION, RUNNING BOND WITH SM100 GRAY COLOR MORTAR</td> </tr> <tr> <td>MASONRY</td> <td>MASONRY SCREEN MUTUAL MATERIALS - PEWTER MISSION, RUNNING BOND WITH SM100 GRAY COLOR MORTAR</td> </tr> <tr> <td>PAINT-1</td> <td>STEEL CANOPY STRUCTURE COLOR: SHERWIN WILLIAMS SW#6006 BLACK BEAN</td> </tr> <tr> <td>GLAZ-1</td> <td>ALUMINUM STOREFRONT SYSTEM WITH CLEAR LOW-E COLOR: DARK BRONZE</td> </tr> <tr> <td>WOOD-1</td> <td>WOOD CLADDING NICHHA FIBER CEMENT - VINTAGEWOOD- CEDAR</td> </tr> <tr> <td>COPING-1</td> <td>GALVANIZED METAL COPING COLOR: SHERWIN WILLIAMS SW#7030 ANEW GRAY</td> </tr> <tr> <td>METAL-1</td> <td>PREFINISHED METAL PANEL - PARASOLEIL-GOTHAM COLOR: BLACK</td> </tr> <tr> <td>SOFFIT-1</td> <td>WOOD CLADDING NICHHA FIBER CEMENT - VINTAGEWOOD- CEDAR</td> </tr> </tbody> </table>		STUCCO-1	2 COAT EXTERIOR STUCCO SYSTEM COLOR - SHERWIN WILLIAMS SW#7030 ANEW GRAY, SANDED TEXTURE	BRICK-1	BRICK VENEER MUTUAL MATERIALS - PEWTER MISSION, RUNNING BOND WITH SM100 GRAY COLOR MORTAR	MASONRY	MASONRY SCREEN MUTUAL MATERIALS - PEWTER MISSION, RUNNING BOND WITH SM100 GRAY COLOR MORTAR	PAINT-1	STEEL CANOPY STRUCTURE COLOR: SHERWIN WILLIAMS SW#6006 BLACK BEAN	GLAZ-1	ALUMINUM STOREFRONT SYSTEM WITH CLEAR LOW-E COLOR: DARK BRONZE	WOOD-1	WOOD CLADDING NICHHA FIBER CEMENT - VINTAGEWOOD- CEDAR	COPING-1	GALVANIZED METAL COPING COLOR: SHERWIN WILLIAMS SW#7030 ANEW GRAY	METAL-1	PREFINISHED METAL PANEL - PARASOLEIL-GOTHAM COLOR: BLACK	SOFFIT-1	WOOD CLADDING NICHHA FIBER CEMENT - VINTAGEWOOD- CEDAR	<p>PROJECT TITLE STARBUCKS - TRAMWAY</p> <p>200 TRAMWAY BLDG. NE ALBUQUERQUE, NEW MEXICO 87123</p> <p>PROJECT MANAGER DEVIN NGUYEN</p> <p>JOB NO. SB-TRAMWAY</p> <p>DRAWN BY DTN</p> <p>SHEET TITLE EXTERIOR ELEVATIONS</p>
STUCCO-1	2 COAT EXTERIOR STUCCO SYSTEM COLOR - SHERWIN WILLIAMS SW#7030 ANEW GRAY, SANDED TEXTURE																			
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<p>DATE 1/14/2023</p> <p>SCALE AS NOTED</p>		<p>SHEET A201-B</p> <p>et.</p>																		

MODULUS ARCHITECTS
 100 SUN AVENUE N.E., Ste 600
 ALBUQUERQUE, NEW MEXICO 87109
 PHONE (505) 338-1499 FAX (505) 338-1498

NOT FOR CONSTRUCTION



LANDSCAPE LEGEND

QTY	SIZE	COMMON/BOTANICAL	H2O USE
Trees			
2	4 - 6'	Pinon <i>Pinus edulis</i>	30x20 400 800 M
2	6 - 8'	Pinon <i>Pinus edulis</i>	30x20 400 800 M
2	2" Cal. 6-8"	Desert Willow <i>Chiosopsis linearis</i>	20x25 625 1250 M
6	2" Cal. 6-8"	Oklahoma Redbud <i>Cercis reniformis</i>	15x12 144 864 M
12	TOTAL TREE COVERAGE		3714

QTY	SIZE	COMMON/BOTANICAL	H2O USE
Shrubs & Groundcovers			
11	5 Gal	India Hawthorne <i>Raphiolepis indica</i>	3x5 25 275 M
26	5 Gal	Feather Reed Grass <i>Calamagrostis arudinacea</i>	25x2 4 104 M
11	5 Gal	Red Yucca <i>Hesperaloe parviflora</i>	3x6 36 396 L
10	5 Gal	Buffalo Juniper <i>Juniperus sabina</i> "Buffalo"	1x12 144 1440 M
5	5 Gal	Fern Bush <i>Chamaebatiaria millefolium</i>	5x6 36 180 L
5	5 Gal	Blue Rug Juniper <i>Juniperus horizontalis</i>	1x6 36 180 M
3	5 Gal	Apache Plume <i>Fallugia paradoxa</i>	6x1 49 147 L
3	5 Gal	Cramisa <i>Chrysothamnus nauseosus</i>	5x1 49 147 L
14	TOTAL SHRUB COVERAGE		2869

8	2-3cf	Boulders Bury 1/3, Moss Rock or Equal
6038		Landscape Gravel / Filter Fabric 3/4" Crusher Fine to Match Existing
848		Landscape Gravel / Filter Fabric 2"-4" Gravel to Match Existing
6946		Total Landscape Area

LANDSCAPE CALCULATIONS

TOTAL LOT AREA (sf)	21481
TOTAL BUILDING AREA (sf)	1310
TOTAL LOT AREA (sf)	20171
LANDSCAPE REQUIREMENT	X .35
TOTAL LANDSCAPE REQUIRED	3026
TOTAL ON-SITE LANDSCAPE PROVIDED	6946
TOTAL GROUNDCOVER REQUIRED	1137
TOTAL GROUNDCOVER PROVIDED	2869
TOTAL LIVE PLANTS REQUIRED	520
TOTAL LIVE PLANTS PROVIDED	6583

LANDSCAPE NOTES:
Landscape maintenance shall be the responsibility of the Property Owner. The Property Owner shall maintain street trees in a living, healthy, and attractive condition.

It is the intent of this plan to comply with Bernalillo County's requirements for landscape construction.

Water management is the sole responsibility of the Property Owner.

All landscaping will be in conformance with Bernalillo County Zoning Code.

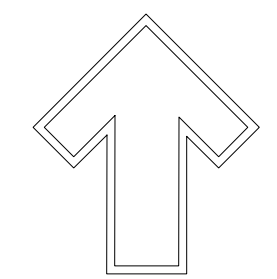
In general, water conservative, environmentally sound landscape principles will be followed in design and installation.

Landscape shall achieve 15% live ground cover at maturity.

A minimum of 50% of the landscape area are low water use or precipitation supported plant material.

Green Stormwater Infrastructure and Low Impact Development techniques will be implemented to direct surface flows to landscape areas to slow down run off, and provide additional rain water to landscape areas. Curb cuts, surken parking islands, and alternative mulches may be used.

- PLANTING NOTES**
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS FROM FALLING OR BEING BLOWN OVER AND TO STRAIGHTEN OR REPLANT ALL PLANTS WHICH ARE DAMAGED DUE TO WIND. PLANTS BLOWN OVER BY HIGH WINDS SHALL NOT BE A CAUSE FOR ADDITIONAL EXPENSE TO THE OWNER, BUT SHALL BE THE FINANCIAL RESPONSIBILITY OF CONTRACTOR.
 - TOPSOIL MATERIAL FOR PLANTING SHALL BE FREE FROM HARD CLODS, STIFF CLAY, HARD PAN, STONES LARGER THAN 1" IN DIAMETER, NOXIOUS WEEDS AND PLANTS, ROD, PARTIALLY DISINTEGRATED DEBRIS, INSECTS OR ANY OTHER UNDESIRABLE MATERIAL, INCLUDING PLANTS OR SEEDS THAT WOULD BE TOXIC OR HARMFUL TO GROWTH.
 - CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF MATERIAL AND PLANT AND TREE QUANTITIES.
 - IN THE EVENT OF VARIATION BETWEEN THE PLANT QUANTITIES SHOWN ON THE PLANT LEGEND AND THE QUANTITIES SHOWN ON THE PLANS, THE PLANS SHALL CONTROL. IMPROPER PLANT COUNT LISTED ON THE PLANT LEGEND MADE BY THE LANDSCAPE ARCHITECT SHALL BE NO CAUSE FOR ADDITIONAL COSTS TO THE OWNER.
 - THE CONTRACTOR SHALL MEET BOTH THE CONTAINER SIZE AND CALIPER SIZE, AS WELL AS HEIGHT AND SPREAD SPECIFICATIONS SPECIFIED.
 - EXCAVATE TWO TIMES GREATER THAN THE ROOT BALL DIAMETER OF THE SHRUB, TWO TIMES GREATER THAN THE ROOT BALL FOR TREES. SCARIFY BOTTOM OF PLANTING PIT BEFORE PLACING PLANT. PLACEMENT OF PLANT SHALL BE PERPENDICULAR TO GROUND.
 - CONTRACTOR WILL NOT PLANT MATERIAL SHOWN ON PLANS WHEN IT IS EVIDENT THAT FIELD CONDITIONS HAVE CHANGED SINCE PLANS WERE DRAWN. ANY CHANGES ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE BEFORE ANY PLANTING IS DONE IN THE AREA.
 - STEMS AND LEAVES TO BE REMOVED FROM LOWER PORTION OF TRUNKS OF TREES TO LEAVE A CLEAN APPEARANCE AND SO TREES APPEAR LESS LIKE SHRUBS AND MORE LIKE TREES.
 - PLANT SUBSTITUTIONS WILL BE PERMITTED WITH WRITTEN APPROVAL OF OWNER'S REPRESENTATIVE. REQUEST SUBSTITUTIONS IN WRITING GIVING REASONS FOR SUCH SUBSTITUTIONS. DOCUMENT THAT REASONABLE EFFORT HAS BEEN MADE TO LOCATE SPECIES ORIGINALLY SPECIFIED. NO PLANT OR TREE SUBSTITUTIONS ALLOWED UNLESS PRIOR APPROVAL FROM OWNER'S REPRESENTATIVE.
 - REMOVE ALL WIRE, STRING, WIRE BASKETS, BURLAP, CONTAINERS, ETC. FROM THE ROOTBALL OF PLANTS BEFORE BACKFILLING THE PLANTING HOLE.
 - FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
 - CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE 48 HOURS IN ADVANCE OF COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
 - CONTRACTOR SHALL PROVIDE ONE YEAR WARRANTY ON PLANT MATERIAL FROM DATE OF SUBSTANTIAL COMPLETION. DEAD OR DAMAGED PLANT MATERIAL SHALL BE REPLACED AT NO COST TO THE OWNER UNLESS CAUSED BY FACTORS OUTSIDE THE CONTROL OF THE CONTRACTOR.
 - ALL AREAS TO RECEIVE LANDSCAPE ROCK WITH WEED BARRIER FABRIC SHALL RECEIVE PENOLLUM OR OTHER APPROVED EQUAL PRE-EMERGENT OR COMBINATION OF PRE-EMERGENTS. APPLICATION SHALL TAKE PLACE AFTER SOIL PREPARATION AND PRIOR TO INSTALLATION OF WEED BARRIER FABRIC AND SHALL BE APPLIED BY LICENSED APPLICATOR PROVIDED BY CONTRACTOR.
- PRE-EMERGENT TO PROVIDE PREVENTION OF ALL INVASIVE WEEDS AND GRASSES, INCLUDING BERMUDA GRASS, BUT SHALL NOT HARM EXISTING DESIRABLE PLANTS OR NEW PLANTS. PROTECTION OF EXISTING PLANTS AND TREE ROOTS SYSTEMS SHALL BE PROVIDED PRIOR TO APPLICATION AND AS PER MANUFACTURER RECOMMENDATIONS. SUBMIT PRE-EMERGENT MSDS INFORMATION TO OWNER.



GRAPHIC SCALE



SCALE: 1" = 20'-0"



danny@mitchellassociatesinc.com 505.639.9583

REV	DATE	BY	REVISION
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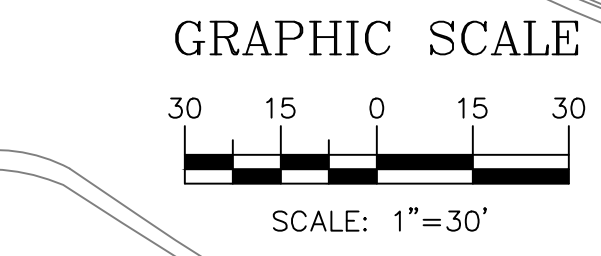
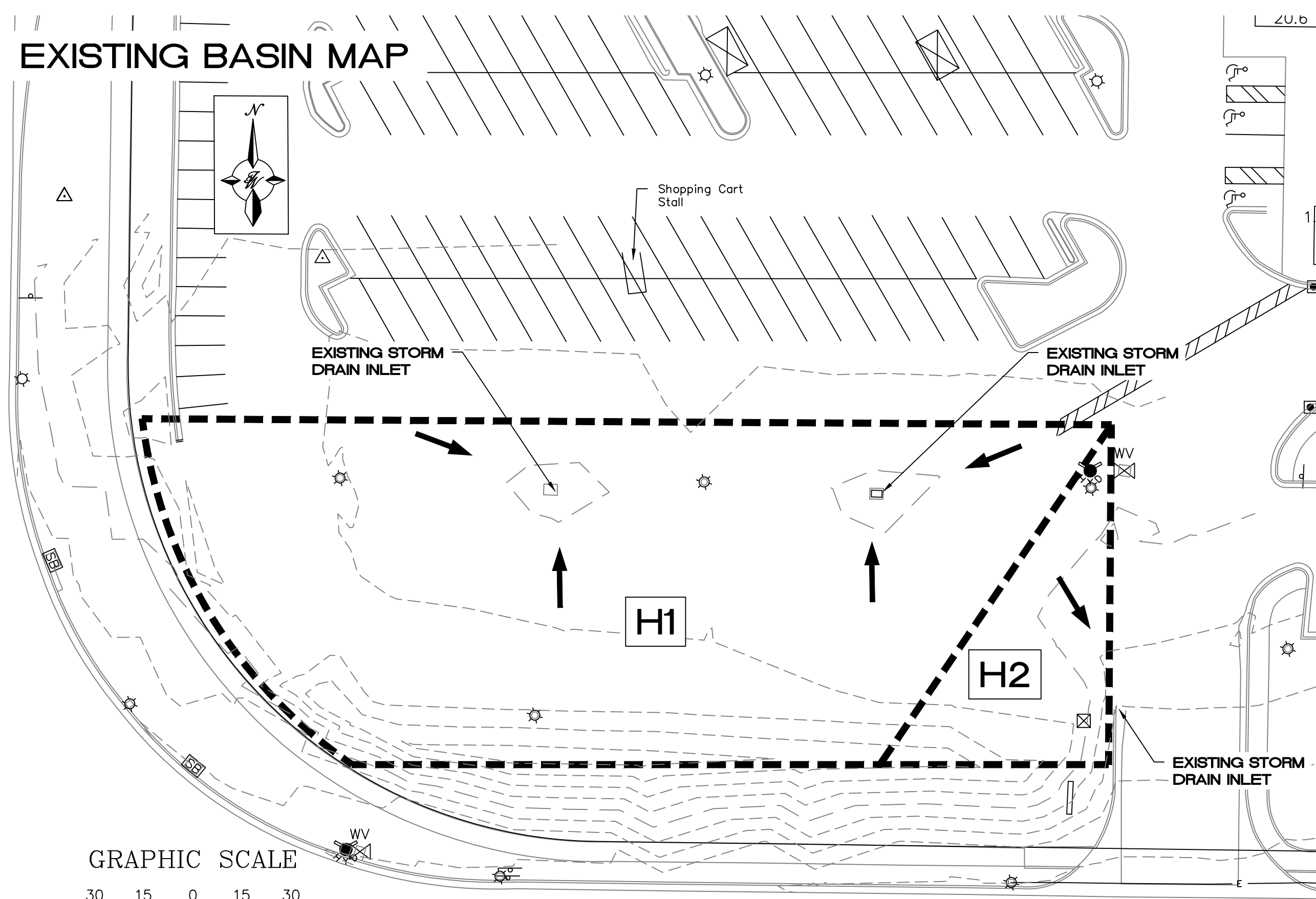
MODULUS ARCHITECTS
100 SUN AVENUE N.E., Ste 600
ALBUQUERQUE, NEW MEXICO 87109
PHONE (505) 338-1499 FAX (505) 338-1498

Landscape Architect
June 6, 2023

PROJECT TITLE STARBUCKS - TRAMWAY	PROJECT NO. 200 TRAMWAY BLVD. NE ALBUQUERQUE, NEW MEXICO 87123	JOB NO. SE-TRAMWAY	DRAWN BY: DTN
	PROJECT MANAGER DEVIN NGUYEN		SHEET TITLE LANDSCAPE PLAN

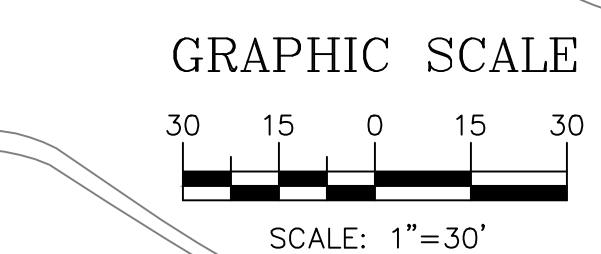
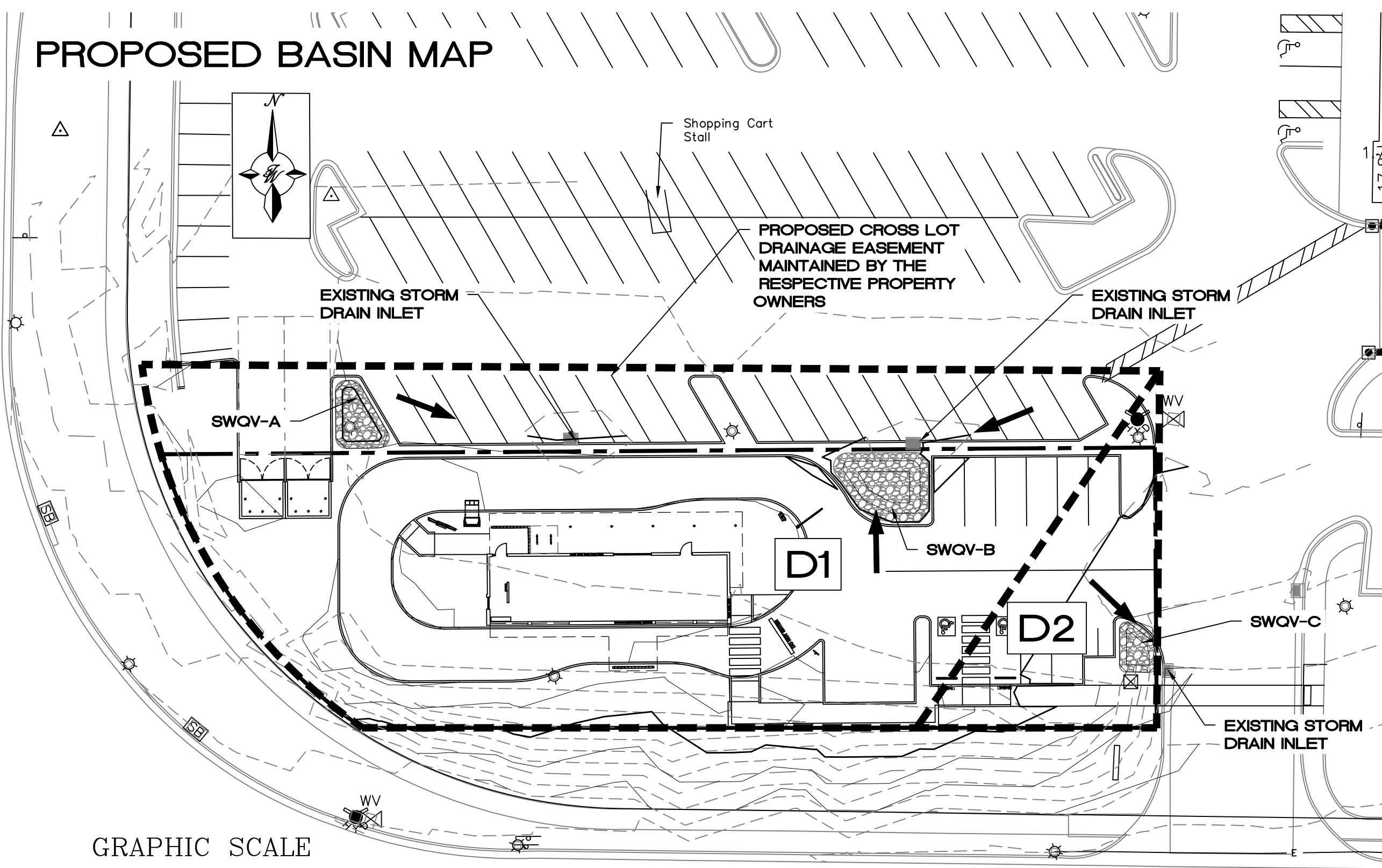
DATE: 6 June 2023	SHEET: 16-101
SCALE: AS NOTED	

EXISTING BASIN MAP



1012

PROPOSED BASIN MAP



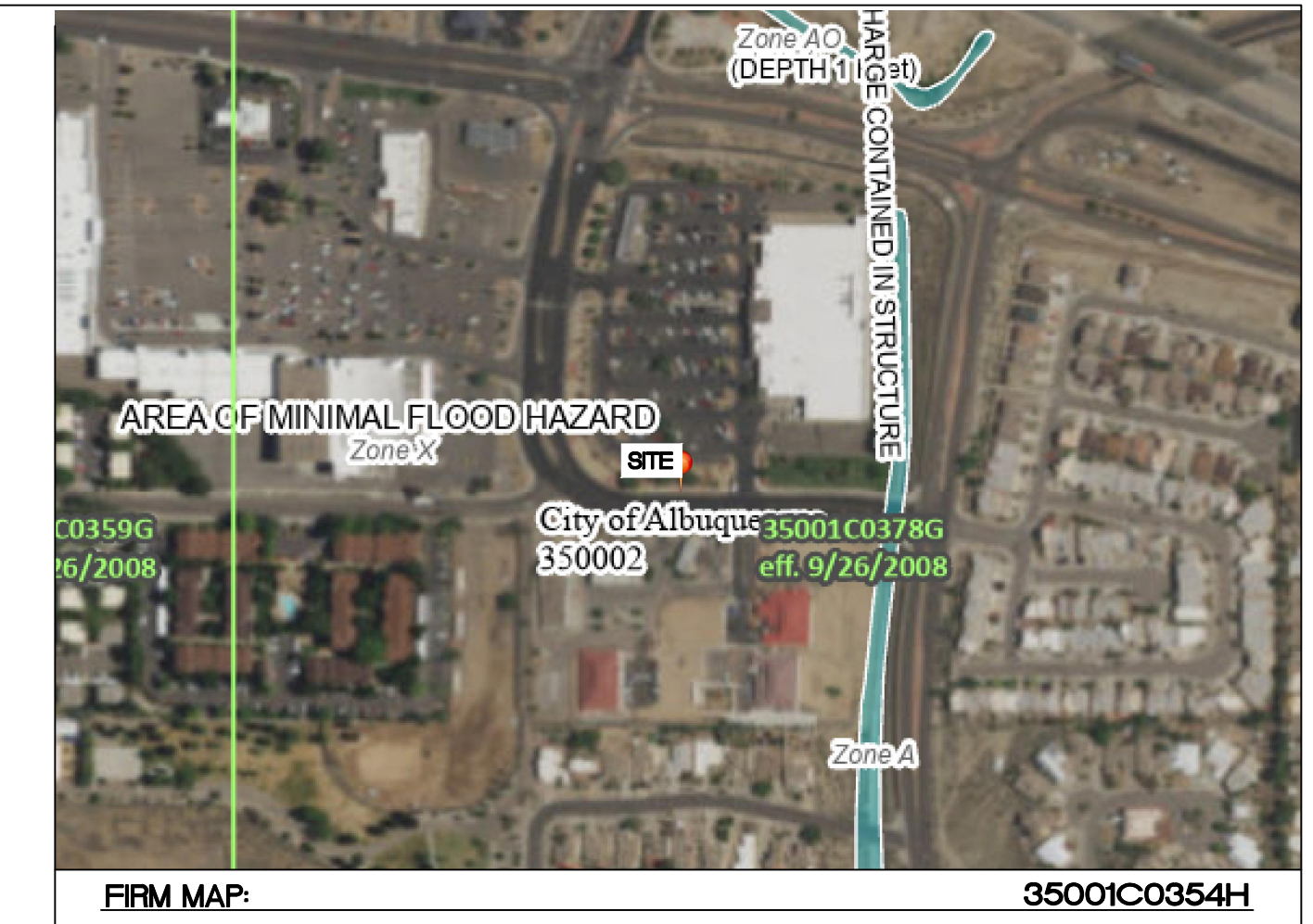
-042
EA

EXISTING CONDITIONS

THE SUBJECT SITE IS LOCATED WITHIN A LARGER BASIN INDICATED AS AREA "B" IN THE DRAINAGE REPORT FOR SMITHS STORE #427 IN HYDRONUM FILE: L23D015. CURRENTLY THE SITE IS PAVED WITH PARKING SPACES AND THE STORM WATER DISCHARGE FREE FLOWS INTO VARIOUS STORM DRAIN INLETS ON THE SOUTHERN PART OF THE SMITHS LARGER TRACT AS SHOWN IN THE EXISTING CONDITIONS.

PROPOSED CONDITIONS

A NEW COFFEE DRIVE THRU SHOP IS PROPOSED TO BE DEVELOPED AND WILL REPLACE EXISTING PARKING SPACES. THE DEVELOPED STORM WATER DISCHARGE SHALL BE ROUTED THROUGH STORM WATER QUALITY PONDS INSTALLED WITHIN PLANTERS PRIOR TO BEING DISCHARGED INTO THE EXISTING STORM DRAIN INLETS AS SHOWN IN THE PROPOSED CONDITIONS BASIN MAP.



DPM Weighted E Method CH 6

Precipitation Zone 3
STARBUCKS ON TRAMWAY

TWLLC Date 5/24/2023

Equations:

Weighted E = Ea*Aa + Eb*Ab + Ec*Ac + Ed

Volume = Weighted E * Total Area

Flow = Qa*Aa + Qb*Ab + Qc*Ac + Qd*Ad

Existing Conditions

Basin ID	Tract	Area (sf)	Area (acres)	Area (sq miles)	Basin Descriptions				100-Year, 6-Hr				
					Treatment A %	Treatment B %	Treatment C %	Treatment D %	Weighted E (in)	Volume (ac-ft)	Flow cfs		
H1		25,026	0.57	0.00090	0%	0.000	0%	0.000	20%	0.115	2.282	0.109	2.43
H2		3,619	0.08	0.00013	0%	0.000	0%	0.000	20%	0.017	2.282	0.016	0.35
Total		28,645	0.66	0.00103		0.000	0.000	0.000		0.526		0.125	2.779

Proposed Conditions

Basin ID	Tract	Area (sf)	Area (acres)	Area (sq miles)	Basin Descriptions				100-Year, 6-Hr				
					Treatment A %	Treatment B %	Treatment C %	Treatment D %	Weighted E (in)	Volume (ac-ft)	Flow cfs		
D1		25,026	0.57	0.00090	0%	0.000	0%	0.000	30%	0.172	2.133	0.102	2.35
D2		3,619	0.08	0.00013	0%	0.000	0%	0.000	20%	0.017	2.282	0.016	0.35
Total		28,645	0.66	0.00103		0.000	0.000	0.189		0.469		0.118	2.703

SWQV-A POND VOLUME CALCULATIONS

ELEVATION (ft)	AREA (sf)	VOLUME (cf)	CUMULATIVE VOLUME (cf)
5650	120	0	0
5651	226	173	173

SWQV-C POND VOLUME CALCULATIONS

ELEVATION (ft)	AREA (sf)	VOLUME (cf)	CUMULATIVE VOLUME (cf)
5647.5	29	0	0
5648	56	21.25	21
5649	131	93.5	115

Basin D1 Storm Water Quality Volume

Total Impervious Area =	ΣArea in "Treatment D"
Retention depth = 0.42" Per DPM Pg. 272	0.035 FT
Retention Volume =	=0.035 x Area D CF
Area D (0.4022 acres)	17519 SF
Required Retention Volume	613 CF
Pond Volume Provided	684 CF

SWQV-B POND VOLUME CALCULATIONS

ELEVATION (ft)	AREA (sf)	VOLUME (cf)	CUMULATIVE VOLUME (cf)
5647.8	85	0	0
5648.8	240	162.5	163
5649.8	457	348.5	511

Basin D2 Storm Water Quality Volume

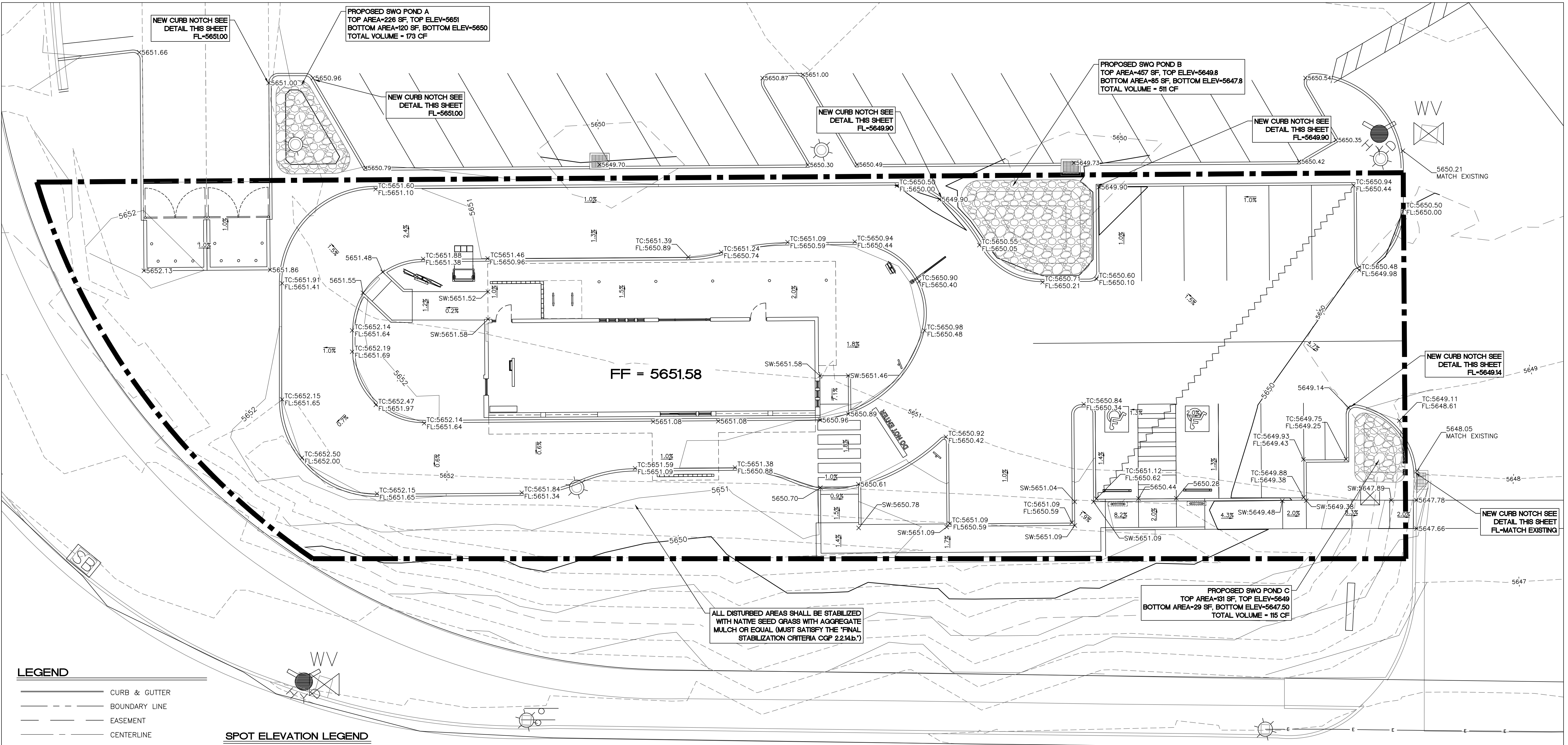
Total Impervious Area =	ΣArea in "Treatment D"
Retention depth = 0.42" Per DPM Pg. 272	0.035 FT
Retention Volume =	=0.035 x Area D CF
Area D (0.0665 acres)	2897 SF
Required Retention Volume	101 CF
Pond Volume Provided	115 CF

ISSUED FOR EPC - NOT FOR CONSTRUCTION

ENGINEER'S SEAL	STARBUCKS ON TRAMWAY ALBUQUERQUE, NM	DRAWN BY BF
	GRADING AND DRAINAGE BASIN MAP	DATE 05/24/2023
RONALD R. BOHANNAN P.E. #7868	 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 858-3100 www.tierrawestllc.com	2023047_BASINS
		SHEET # C1
		JOB # 2023047

\\TWNASVZ_Drive\2023\2023047_Starbucks et Tramway.dwg EPC\2023047_BASINS.dwg May 31, 2023 - 8:41am
 Cap: 1512651

\\TWNASVZ_Drive\2023\2023047_Starbucks at Tramway\dwg\EPC_2023047_GRE.dwg, May 31, 2023 - 8:42am



ALL DISTURBED AREAS SHALL BE STABILIZED
 WITH NATIVE SEED GRASS WITH AGGREGATE
 MULCH OR EQUAL. (MUST SATISFY THE 'FINAL
 STABILIZATION CRITERIA CQP 2.2.14b.')

LEGEND

- CURB & GUTTER
- BOUNDARY LINE
- EASEMENT
- CENTERLINE
- RIGHT-OF-WAY
- BUILDING
- SIDEWALK
- RETAINING WALL
- 5010 CONTOUR MAJOR
- 5011 CONTOUR MINOR
- x 5048.25 SPOT ELEVATION
- FLOW ARROW
- EXISTING CURB & GUTTER
- EXISTING BOUNDARY LINE
- 5010 EXISTING CONTOUR MAJOR
- 5011 EXISTING CONTOUR MINOR
- x 5048.25 EXISTING SPOT ELEVATION
- GRADE BREAK

SPOT ELEVATION LEGEND

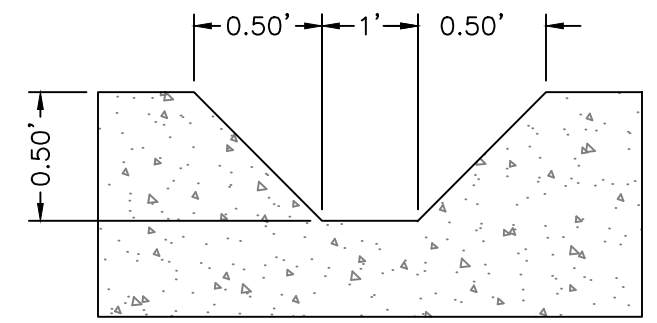
- SW= TOP OF SIDEWALK
- TC= TOP OF CURB
- C= TOP OF CONCRETE
- P= POINT ELEVATION
- FL= FLOW LINE
- FF= FINISHED FLOOR
- BW= BOTTOM OF WALL AT FINISHED GRADE
- TW= TOP OF WALL

SPOT ELEVATION NOTE:

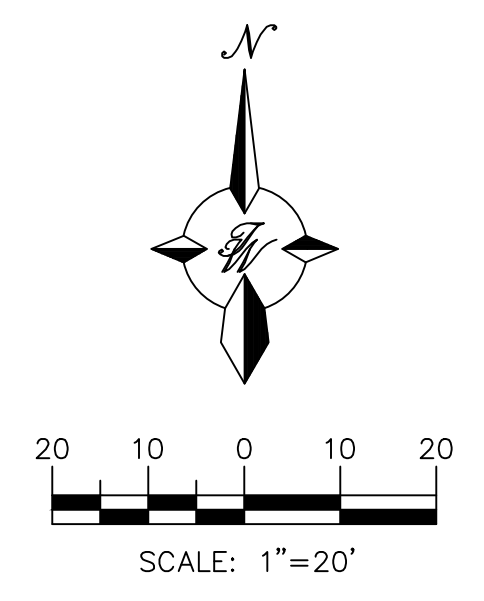
ALL PROPOSED SPOT
 ELEVATIONS ARE FLOWLINE
 UNLESS OTHERWISE NOTED.

PRIVATE DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY (SO-19)

1. BUILD SIDEWALK CULVERT PER COA STD DWG 2236.
2. CONTACT STORM DRAIN MAINTENANCE AT (505) 857-8033 TO SCHEDULE A MEETING PRIOR TO FORMING.
3. AN EXCAVATION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY RIGHT-OF-WAY.
4. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY AND HEALTH.
5. TWO WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR MUST CONTACT NEW MEXICO ONE CALL, DIAL "811" (OR (505) 260-1990) FOR THE LOCATION OF EXISTING UTILITIES.
6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE LOCATIONS OF ALL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
7. BACKFILL COMPACTION SHALL BE ACCORDING TO TRAFFIC/STREET USE.
8. MAINTENANCE OF THE FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY BEING SERVED.
9. WORK ON ARTERIAL STREETS MAY BE REQUIRED ON A 24-HOUR BASIS.
10. CONTRACTOR MUST CONTACT STORM DRAIN MAINTENANCE AT (505) 857-8033 TO SCHEDULE A CONSTRUCTION INSPECTION. FOR EXCAVATING AND BARRICADING INSPECTIONS, CONTACT CONSTRUCTION COORDINATION AT (505) 924-3416.

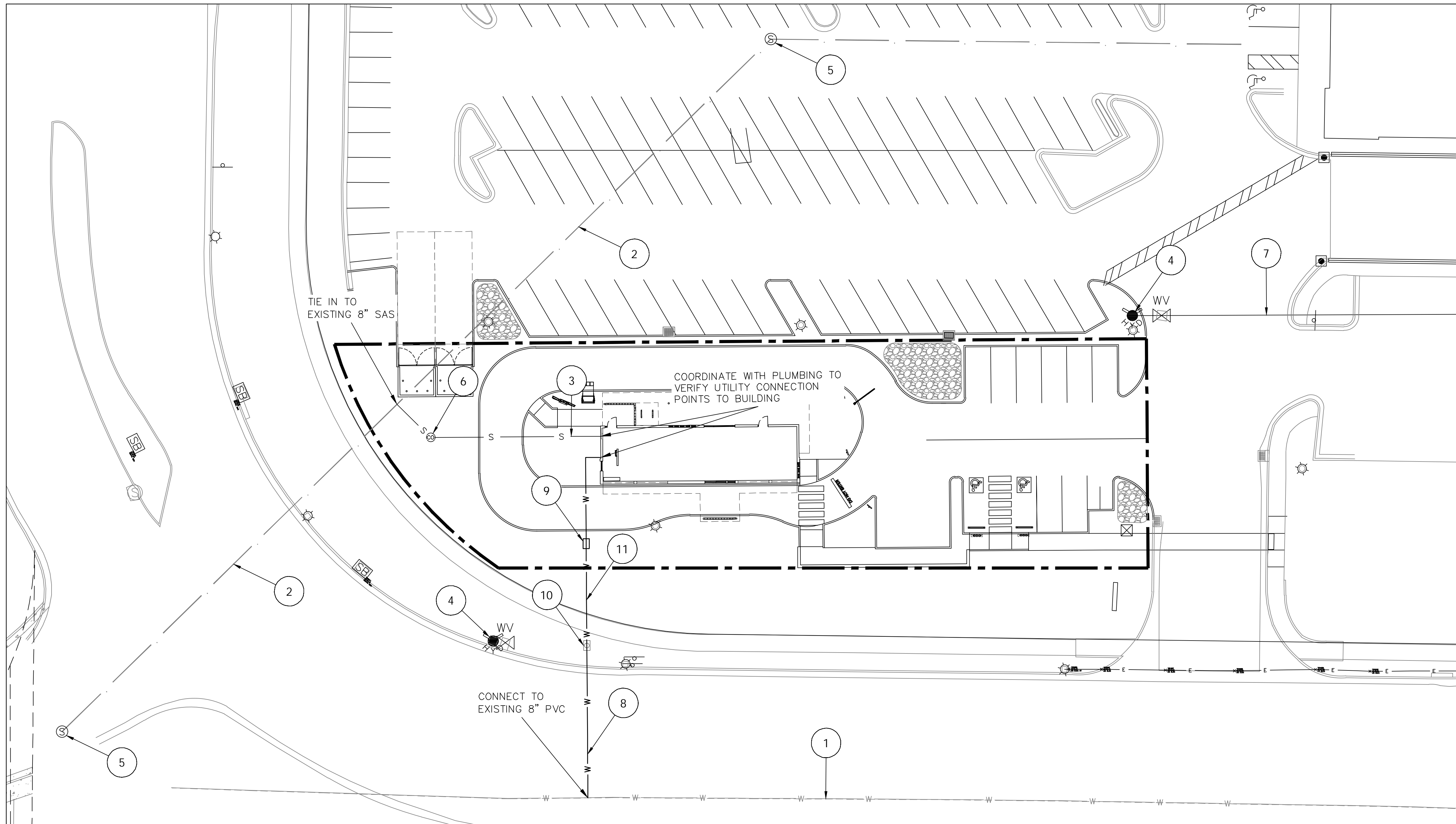


CURB NOTCH
NTS



CAUTION
 ALL EXISTING UTILITIES/TOPOGRAPHY SHOWN WERE OBTAINED FROM RESEARCH, AS-BUILTS, SURVEYS OR INFORMATION PROVIDED BY OTHERS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO AND INCLUDING ANY EXCAVATION, TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS, PRIOR TO STARTING THE WORK. ANY CHANGES FROM THIS PLAN SHALL BE COORDINATED WITH AND APPROVED BY THE ENGINEER.

ISSUED FOR EPC - NOT FOR CONSTRUCTION		
ENGINEER'S SEAL RONALD R. BOHANNAN P.E. #7868	STARBUCKS ON TRAMWAY ALBUQUERQUE, NM GRADING & DRAINAGE PLAN 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 858-3100 www.terrawestllc.com	DRAWN BY BF DATE 05/24/2023 2023047_GRE SHEET # C2 JOB # 2023047

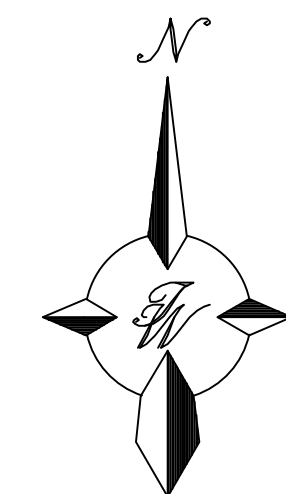


KEYED NOTES

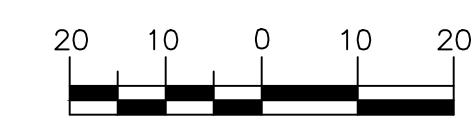
- ① EXISTING 8" PVC WATERLINE
- ② EXISTING 8" SAS
- ③ NEW 4" SAS SERVICE
- ④ EXISTING PUBLIC FIRE HYDRANT
- ⑤ EXISTING 4' DIAM. SAS MANHOLE
- ⑥ NEW SAS CLEANOUT
- ⑦ EXISTING 6" WATERLINE
- ⑧ 1" WATER METER
- ⑨ BACKFLOW PREVENTER w/HOT BOX
- ⑩ 1" WATER SERVICE
- ⑪ 1.5" WATER SERVICE

LEGEND

- ==== CURB & GUTTER
- - - - BOUNDARY LINE
- _____ BUILDING
- - - - EXISTING CURB & GUTTER
- ⊗ EXISTING GATE VALVE
- - - - EXISTING WATERLINE
- - - - EXISTING SAS
- 8" SAS
- 8" WL
- _____ WATERLINE
- ⊗ EXISTING HYDRANT
- ⊗ EXISTING SAS MH
- ⊗ NEW WATER VALVE
- ⊗ NEW SINGLE WATER METER



GRAPHIC SCALE



SCALE: 1"=20'

GENERAL UTILITY NOTES:

1. ALL WATER AND SEWER UTILITY WORK TO BE DONE IN ACCORDANCE WITH CITY OF ALBUQUERQUE STANDARDS AND SPECIFICATIONS LATEST EDITION.
2. 4' MINIMUM BURY REQUIRED FOR ALL UTILITIES UNLESS OTHERWISE NOTED.
3. REFERENCE PLUMBING PLANS FOR WATER LINE RISER LOCATIONS. BACKFLOW PREVENTOR LOCATED INSIDE BUILDING UNLESS OTHERWISE NOTED ON THIS PLAN
4. CLEAN OUTS ARE TO BE BUILT PER UNIFORM PLUMBING CODE STANDARDS AT LOCATIONS INDICATED AND AT MID RUN IF LONGER THAN 100'
5. ALL PLUMBING PIPE MATERIAL TO BE USED PER UPC.
6. FIRE LINE AND DOMESTIC WATERLINE MUST HAVE BACKFLOW PREVENTORS PER UPC. TO BE PROVIDED IN THE BUILDING UNLESS OTHERWISE NOTED ON THIS PLAN
7. ALL EX. SD INLETS AND MH'S SHALL HAVE CONCRETE COLLARS POURED AND BE ADJUSTED TO FINISHED GRADE.
8. ALL EXCAVATION, TRENCHING AND SHORING ACTIVITIES MUST BE CARRIED-OUT IN ACCORDANCE WITH OSHA 29 CFR 1926.650 SUBPART P.
9. ALL UTILITY DISTANCES SHOWN ARE FOR REFERENCE ONLY.
10. PNM HAS NUMEROUS ELECTRIC FACILITIES AT THIS SITE CURRENTLY SERVING EXISTING CUSTOMERS. THE APPLICANT SHALL COORDINATE WITH PNM REGARDING THESE EXISTING FACILITIES. ANY RELOCATION, CHANGES OR REALIGNMENT OF EXISTING ELECTRIC UTILITIES WILL BE THE DEVELOPER EXPENSE. IN SOME CASES, RELOCATION OR CHANGES TO EXISTING FACILITIES MAY NOT BE FEASIBLE DUE TO PHYSICAL, USE OR SAFETY CLEARANCE CONSTRAINTS.
11. PNM WILL REVIEW ALL TECHNICAL NEEDS, ISSUES AND SAFETY CLEARANCES FOR ITS ELECTRIC POWER SYSTEMS. ANY EXISTING AND PROPOSED PUBLIC UTILITY EASEMENTS SHALL BE INDICATED ON THE SITE PLAN UTILITY SHEET. PNM'S STANDARD FOR PUBLIC UTILITY EASEMENTS IS 10 FEET IN WIDTH TO ENSURE ADEQUATE, SAFE CLEARANCES.
12. SCREENING SHALL BE DESIGNED TO ALLOW FOR ACCESS TO UTILITY FACILITIES. IT IS NECESSARY TO PROVIDE ADEQUATE CLEARANCE OF TEN FEET SURROUNDING ALL GROUND-MOUNTED UTILITIES FOR SAFE OPERATION, MAINTENANCE AND REPAIR PURPOSES.

NOTE

ELECTRIC, GAS AND COMMUNICATION SERVICES TO STARBUCKS WILL BE EXTENDED FROM EXISTING FACILITIES LOCATED ON OR ADJACENT TO TRAMWAY BLVD AND/OR WENONAH AVE ROW. EXACT LOCATION TO BE DETERMINED

INSPECTION NOTE

CONTRACTOR SHALL CONSULT THE LOCAL BUILDING DEPARTMENT OFFICIALS FOR ANY PLAN REVIEW, PERMITTING REQUIREMENTS OR BUILDING CODE INSPECTIONS THAT MAY BE REQUIRED TO ENFORCE LOCAL, STATE OR NATIONAL BUILDING CODES PRIOR TO CONSTRUCTING IMPROVEMENTS

ENGINEER'S SEAL	STARBUCKS AT TRAMWAY ALBUQUERQUE, NM	DRAWN BY PB
	MASTER UTILITY PLAN	DATE 6-7-2023
 5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrowestllc.com		DRAWING 2023047 MU
		JOB # 2023047

PROPOSED DECLARATION OF
RECIPROCAL EASEMENTS AND
RESTRICTIONS

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

This Declaration of Reciprocal Easements and Restrictions (this "Declaration") is made as of the _____ day of _____ 2023 (the "Effective Date"), by Smith's Food & Drug Centers, Inc., an Ohio corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate situated in the City of Albuquerque, County of Bernalillo, and State of New Mexico and more particularly described in Exhibit A attached hereto and made a part hereof (the "Shopping Center Parcel") and shown on the plot plan attached as Exhibit C attached hereto and made a part hereof (the "Plot Plan");

WHEREAS, Declarant is also the owner of a certain outlot situated adjacent to the Shopping Center Parcel, which outlot is more particularly described in Exhibit B attached hereto and made a part hereof (the "Outlot Parcel");

WHEREAS, Declarant desires to sell the Outlot Parcel to a third party for any lawful retail or restaurant use, without limitation, a drive-thru coffee shop, subject to the use restrictions provided herein applicable to the Shopping Center Parcel;

WHEREAS, the Shopping Center Parcel and Outlot Parcel are sometimes collectively referred to herein as "Parcels" and individually as "Parcel"; and

WHEREAS, Declarant desires to enter into this Declaration to provide for the integrated use of the Parcels as a shopping center ("Shopping Center") in accordance with the Plot Plan.

NOW, THEREFORE, in consideration of the premises, Declarant does hereby grant and declare the following rights, covenants, and servitudes over the Shopping Center:

ARTICLE I - DEFINITIONS

Section 1 The following terms shall be defined as set forth below:

Building Area: The area(s) of the Shopping Center Parcel designated on the Plot Plan for buildings and, subject to the restrictions expressly set forth herein, any area of the Outlot Parcel hereafter improved with buildings. Subject to the restrictions expressly set forth herein, the Plot Plan may be changed to add, delete or alter Building Area within the Shopping Center Parcel by an amendment hereto by the Shopping Center Parcel owner as provided in Section 9.1 hereof.

Common Area: The improved area(s) of the Shopping Center which are not Building Area. Subject to the restrictions expressly set forth herein, the Plot Plan may be changed to add,

delete or alter Common Area within the Shopping Center Parcel by an amendment hereto executed by Shopping Center Parcel owner or a Kroger Entity as provided in Section 9.1 hereof.

Kroger Entity: The Kroger Co., an Ohio corporation, any subsidiary or affiliate of The Kroger Co., and their respective successors and assigns.

ARTICLE II - EASEMENTS

Section 2.1 Declarant hereby establishes a non-exclusive easement over the Common Area in favor of each Parcel to permit unobstructed pedestrian and vehicular passage (but not parking) by the owner thereof and its agents, contractors, employees, tenants, licensees and invitees, provided that nothing herein shall prevent the Shopping Center Parcel owner or its tenants or licensees from placing signage, trash and recycling enclosures (the latter being properly screened), cart corrals, storing bascarts, or selling merchandise on the Common Area portion of the Shopping Center Parcel; provided, however, that such uses shall not block the ingress and/or egress to and from the Outlot Parcel and the public roads adjacent to the Shopping Center Parcel (“Public Roads”), and further provided that nothing herein shall prevent the exclusive use of any drive-through facility or receiving area situated on a servient Parcel by the owner thereof or its tenants or licensees. Declarant shall at all times cause the necessary access, as shown on the Plot Plan (“Necessary Access”), to be open, unobstructed, and available for the non-exclusive use of the Outlot Parcel owner, its agents, contractors, employees, tenants, licensees and invitees, except for instances of repair and maintenance work, replacement, and closures to prevent a dedication, all of which shall be scheduled to be as least disruptive as possible to the business operations on the Outlot Parcel, and Force Majeure events, and at least one access point to and from the Outlot Parcel and the Public Roads shall be kept open at all times, except in the event of an emergency which causes all access points to be closed.

Section 2.2 Declarant hereby establishes a non-exclusive easement over the Common Area in favor of each Parcel to permit the construction, maintenance and use of all apparatus necessary to provide utility services to a Parcel, including without limitation telephone, electricity, water, natural gas and storm and sanitary sewers, provided that the same are constructed, installed, maintained and repaired in compliance with all laws, orders, rules and regulations of any governmental or private authority having jurisdiction over same, including without limitation the requirements of any utility companies, and are constructed underground; provided, however, that transformers and other similar equipment can be located above ground. The dominant Parcel owner, in order to exercise its easement rights under this Section 2.2, must obtain the servient Parcel owner’s approval of the plans and specifications for and the location of the utility facilities the dominant Parcel owner intends to install on the servient Parcel, which approval shall not be unreasonably withheld, delayed or conditioned. Any disruption or demolition of a servient Parcel by reason of the use of this easement shall be kept to a minimum and shall not exceed one (1) day in duration, unless such disruption or demolition cannot be reasonably completed within such one (1) day period, in which event the period will be extended to such time period as reasonably is

required and such area forthwith shall be restored as quickly as possible by the dominant Parcel owner to substantially the condition existing immediately prior to such work at no expense to the servient Parcel owner.

Notwithstanding the foregoing, the Outlot Parcel owner shall use the foregoing easement over the Common Area portion of the Shopping Center Parcel only in the event the service is unavailable from the road right-of-way adjoining such Outlot Parcel or the cost of tying into such service in the road right-of-way is greater than the cost of tying into the utility service located in the Shopping Center Parcel. A right-of-way utility service shall be “unavailable” if all permits, easements, and authorizations required for its use are not readily obtainable at a commercially reasonable cost and on commercially reasonable terms.

Furthermore, to the extent any utility lines currently exist on the Outlot Parcel, the easements granted in this Section 2.2 apply thereto; subject to the right of the Outlot Parcel owner to relocate such existing easements, following the same procedures set forth in this Section 2.2 for installation of new utility lines.

Section 2.3 Declarant hereby establishes an exclusive easement over Outlot Parcel in favor of the Shopping Center Parcel to permit construction, use and maintenance of any existing sign(s) at the location(s) designated on the Plot Plan, including any electrical lines required to illuminate the sign(s), provided that all lines are constructed underground. In the event the easement created by this Section 2.3 is located on property taken by condemnation or by conveyance made in anticipation or in lieu of an actual taking, the easement area shall be relocated to an area on the Outlot Parcel reasonably acceptable to the Outlot Parcel owner, the Shopping Center Parcel owner and Kroger. No sign located on the Outlot Parcel shall be positioned so as to unreasonably obstruct any signs erected pursuant to this Section 2.3 from view from the public rights of way adjacent thereto.

Section 2.4 Declarant hereby establishes a non-exclusive easement over the Shopping Center Parcel in favor of the other Parcels to permit the temporary occupation of the servient Parcel in order to facilitate the construction or maintenance of the improvements on the dominant Parcel, provided that the use of this easement shall be kept to a minimum and shall not unreasonably interfere with the construction or operation of the improvements on the servient Parcel, and further provided that this easement shall not permit the storage of materials or equipment on the servient Parcel.

Section 2.5 Declarant hereby grants the Outlot Parcel owner a non-exclusive temporary easement over the area of the Shopping Center Parcel designated on the Plot Plan as a staging area for the construction of improvements, including, but not limited to, buildings, utilities, parking and driveway areas, and all other activities related or incidental to the development and construction of the Outlot Parcel including parking for Outlot Parcel owner’s contractors, agents, employees, licensees and invitees. This easement shall terminate upon completion of initial construction on the Outlot Parcel. If reconstruction of improvements on the Outlot Parcel is required as a result of a casualty loss, Outlot Parcel owner may obtain a new non-exclusive temporary easement over an

area of the Shopping Center Parcel reasonably approved by Declarant and in close proximity to the Outlot Parcel, such approval not to be unreasonably withheld, conditioned, or delayed reestablishing the foregoing non-exclusive temporary easement for such reconstruction.

Section 2.6 The dominant Parcel owner shall indemnify, defend and save harmless the other Parcel owners and their tenants and licensees from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of its use of any of the easements established in this Article II.

Section 2.7 Nothing herein shall create a gift or dedication to the public of, or otherwise create any rights of the public in, any portion of the Shopping Center. Notwithstanding any other provision hereof to the contrary, each Parcel owner periodically may restrict ingress and egress on its Parcel in order to prevent a prescriptive easement from arising by continued public use of same; provided, however, that at all times, the Necessary Access is maintained. Any restriction on ingress or egress shall be limited to the minimum time period necessary to prevent a gift, dedication, creation of a prescriptive easement or other right, and shall occur at such times as to have minimum effect on the construction or operation of the Shopping Center.

Section 2.8 Parking on that portion of the Common Area located on each Parcel is reserved exclusively for the owner and tenants of the Parcel on which such portion of the Common Area is located and their respective contractors, agents, employees, licensees and invitees. No easement or license, express or implied, is granted or shall be deemed or construed to be granted by this Declaration for parking on any Parcel for the benefit of any other Parcel, and any such easement or license is expressly denied.

Section 2.9 The Shopping Center Parcel owner and any Kroger Entity having a legal or equitable interest in a Parcel may promulgate and amend, from time to time, and all Parcel owners shall adhere to, rules and regulations promoting the general benefit of the Shopping Center as a unified retail development; provided, however, that such rules and regulations shall not have a material adverse effect on such Parcel owner and shall be uniformly enforced with respect to all Parcels.

ARTICLE III - MAINTENANCE AND UPKEEP OF COMMON AREA

Section 3.1 Each Parcel owner shall be responsible, at its sole cost and expense, for the repair and upkeep of that portion of the Common Area situated on its Parcel, which repair and upkeep shall be performed in a workmanlike, diligent and efficient manner and shall include:

- (a) Maintenance of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality;
- (b) Removal of all trash and debris and washing or sweeping as required;
- (c) Removal of snow and ice from paved surfaces and sidewalks;

- (d) Maintenance of appropriate parking area entrance, exit and directional markers, and other traffic control signs as are reasonably required to effect the Plot Plan;
- (e) Cleaning of lighting fixtures and relamping as needed;
- (f) Restriping as required to keep same clearly visible;
- (g) Maintenance of any electrical and storm water lines which exclusively provide service to the Common Area;
- (h) Mowing, grooming and irrigation of all seeded, sodded, grass or ground covered areas and maintenance and replacement of all landscaped areas (including maintenance, repair, and replacement of irrigation systems);
- (i) Maintenance and cleaning of all storm water drainage systems;
- (j) Maintenance, repair, and replacement of enclosures for trash receptacles; and
- (k) Maintenance, repair and replacement of all sign structures and sign panels; provided, however, the owner of the Shopping Center Parcel shall be responsible for the maintenance, repair, and replacement of its existing sign located on the Outlot Parcel.

Section 3.2 Each Parcel owner shall be responsible, at its sole cost and expense, for the repair and upkeep of any building improvements situated on its Parcel, which repair and upkeep shall be performed in a workmanlike and diligent manner and shall include:

- (a) Painting;
- (b) Maintaining the structure, including, without limitation, the roof and downspouts;
- (c) Keeping the facade in good repair;
- (d) Keeping windows clean and in good repair;
- (e) Maintaining exterior doors and door operators, if applicable;
- (f) Keeping any exterior light fixtures on the building operational and in good repair;
- (g) Maintaining any delivery areas in good repair; and
- (h) Maintaining any exterior service pipes and lines.

Section 3.3 All such repair and upkeep of the Common Area and any building improvements situated on a Parcel shall be accomplished in a first-class manner and to the

standards found in first-class grocery-anchored retail developments in the same geographic area as the Shopping Center.

Section 3.4 Notwithstanding anything set forth in Section 3.1 to the contrary, and in consideration of the Shopping Center Parcel owner performing the foregoing maintenance, repairs (including, without limitation, snow and ice removal), and replacements and performing the repairs, maintenance and replacements of the access drives located on the Common Area of the Shopping Center Parcel, including, without limitation the Necessary Access, Outlot Parcel owner shall pay to Declarant, beginning on January 1, 2024, the sum of Three Thousand and 00/100 Dollars (\$3,000.00) per annum as its share of Common Area costs associated with the maintenance, repair, and replacement of the Common Area located in the Shopping Center, payable in annual installments within thirty (30) days after receipt of invoice therefor. Such amount payable by the Outlot Parcel owner to Declarant shall increase by three percent (3%) per annum on January 1 of each third-year anniversary of the Effective Date of this Declaration, payable in annual installments, with the first increase occurring on January 1, 2027.

Section 3.5 Each Parcel owner shall indemnify, defend and save harmless the other Parcel owners and any Kroger Entity having a legal or equitable interest in a Parcel, and their respective tenants and licensees, from all claims, liens, damages and expenses, including reasonable attorneys' fees, arising out of the repair, maintenance and replacement of the Common Area and building(s) on such owner's Parcel, except to the extent such repair, maintenance and replacement was caused by the negligence or willful misconduct of such Parcel owner. Should a Parcel owner breach any of its obligations under this Article III, any other Parcel owners shall be entitled to enforce the remedies provided in Article VIII hereof.

Section 3.6 Should a Parcel owner breach any of its obligations set forth in this Article III, any Kroger Entity shall have the right to perform or enforce any of the rights set forth in Article VIII hereof, in its sole discretion, for so long as such Kroger Entity may have a legal or equitable interest in a Parcel. If any Parcel owner breaches its obligations set forth in this Article III with respect to the Necessary Access located on the Shopping Center Parcel, the owner of the Outlot Parcel shall have the right to perform or enforce any of the rights set forth in Article VIII hereto with respect to the Necessary Access, in its sole discretion.

ARTICLE IV - LIABILITY INSURANCE

Section 4.1 The owner of each Parcel shall maintain or cause its tenant to maintain comprehensive general liability insurance, including contractual liability coverage, naming the other Parcel owners and any Kroger Entity having a legal or equitable interest in a Parcel as additional insureds and providing coverage with a combined bodily injury, death and property damage limit of Three Million and 00/100 Dollars (\$3,000,000.00) or more per occurrence. A Parcel owner or its tenant having a net worth of One Hundred Million and 00/100 Dollars (\$100,000,000.00) or more or a market capitalization of One Billion and 00/100 Dollars (\$1,000,000,000.00) or more may self-insure this obligation. The owner of a Parcel shall provide a Parcel owner or any applicable Kroger Entity, whichever the case may be, with a certificate of

insurance or self-insurance, which certificate shall provide that the coverage referred to therein shall not be modified or cancelled without at least thirty (30) days written notice to each named insured thereunder. A Parcel owner that is also a Kroger Entity or an entity meeting the self-insurance requirement provided herein may satisfy the requirements of the immediately preceding sentence by making available on the website(s) of the issuer(s) of such comprehensive generally liability insurance required by this Section 4.1 (or, with respect to self-insurance, on a website designated by such Kroger Entity or such entity meeting the self-insurance requirements) a Memorandum of Insurance evidencing such coverage.

ARTICLE V - DAMAGE OR DESTRUCTION

Section 5.1 In the event that any part of the Common Area is destroyed or damaged by fire, casualty or force majeure, the owner of the affected Parcel, at its sole cost and expense, forthwith shall clear and restore such area.

Section 5.2 In the event that any part of the Building Area on a Parcel is damaged by fire, casualty, condemnation or force majeure, the owner thereof shall not be obligated to restore same, provided that such Parcel owner, at its sole cost and expense, shall diligently proceed to raze the damaged structures, remove all debris, and either (i) pave such area for parking in general conformity with the parking layout shown on the Plot Plan, or (ii) place said area in a grass lawn or other orderly landscaped condition, and in either case of (i) or (ii) install adequate storm drainage and adequate lighting in general conformity with the lighting used in the Common Area. Any area restored in this manner shall be maintained as though it were part of the Common Area until improved with building improvements.

Section 5.3 In the event that any part of the Common Area is condemned, the owner of the affected Parcel, at its sole cost and expense, forthwith shall restore such area as much as practicable to provide the same approximate configuration, size, location and number of parking lot light standards, driveways, walkways, parking spaces and curb cuts to adjacent roadways existing prior to the condemnation. The term "condemnation" as used herein shall include all conveyances made in anticipation or lieu of an actual taking.

Nothing herein shall be construed to give any Parcel owner an interest in any award or payment made to another Parcel owner in connection with any exercise of the power of eminent domain or any transfer in lieu thereof affecting said other Parcel owner's Parcel or giving the public or any government any rights in said Parcel. In the event of any exercise of the power of eminent domain or transfer in lieu thereof of any part of the Common Area, the award attributable to the land and improvements of such portion of the Common Area shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Area.

All other owners of the Common Area may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner. Nothing in this Section shall prevent a tenant from

making a claim against an owner pursuant to the provisions of any lease between such tenant and such owner for all or a portion of any such award or payment.

If there shall be any building improvements located on the condemned area, the owner of said condemned area shall, at its sole cost, risk and expense, and at its option, either restore the remainder of said building as much as practicable out of the same materials used for the original structure or raze the remainder of the condemned structure, remove all debris, and either (i) pave the remaining area so razed for parking in general conformity with the parking layout shown on the Plot Plan, as revised to reflect the removal of the condemned area from the Shopping Center, or (ii) place said area in a grass lawn or other orderly landscaped condition, and in either case of (i) or (ii) install adequate storm water drainage and adequate lighting in general conformity with the lighting used in the Common Area. Any area restored in this manner shall be maintained as though it were part of the Common Area.

Section 5.4 Notwithstanding the requirements of Sections 5.2 and 5.3 hereof, the Shopping Center Parcel owner, in its sole and absolute discretion, in lieu of paving or landscaping the Building Area affected by a casualty or condemnation, may leave the building slab located within such Building Area in place, provided such building slab is maintained in a safe condition.

ARTICLE VI - RESTRICTIONS

Section 6.1 No part of the Shopping Center, except the Shopping Center Parcel, shall be used as a drug store or for a pharmacy department requiring the services of a registered pharmacist, provided that this restriction shall cease to be in force and effect if the occupant of the storeroom situated on the Shopping Center Parcel fails to operate a drug store, or pharmacy department in the case that the Shopping Center Parcel is not used as a drug store, for a period of three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of said storeroom on the Shopping Center Parcel, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of fire or other casualty), or conditions beyond the control of the occupant.

Section 6.2 No part of the Shopping Center, except the Shopping Center Parcel, shall be used as a food store or food department, or for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, provided that nothing herein shall prevent the sale of such products as an incidental part of a business so long as the total number of square feet devoted to the display for the sale of such products does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one-half (1/2) of the aisle space adjacent to any display area, whichever is smaller, and further provided that this restriction shall cease to be in force and effect if the occupant of the storeroom situated on the Shopping Center Parcel fails to conduct a business for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, for three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of said storeroom on the Shopping Center Parcel, except

when such failure is caused by labor disputes, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the occupant.

Section 6.3 No part of the Shopping Center, except the Shopping Center Parcel, shall be used for the sale of automotive fuel, including without limitation gasoline and diesel fuel, or any technological evolution thereof, provided that this restriction shall cease to be in force or effect if the operator of any automotive fuel dispensing facility located on the Shopping Center Parcel fails to conduct a business for the sale of automotive fuel for three hundred sixty five (365) consecutive days or longer subsequent to the opening for business of such automotive fuel dispensing facility on the Shopping Center Parcel, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the operator.

Section 6.4 No part of the Shopping Center, except the Shopping Center Parcel, shall be used as a non-retail business which requires extensive parking such that, at any time, the availability of convenient parking for the customers of any other business operated in the Shopping Center is reduced or eliminated, including without limitation a disco, nightclub, health spa, theater, bowling alley, bingo parlor or recreational center. No part of the Shopping Center, except the Shopping Center Parcel, shall be used for seasonal sales, including without limitation, Christmas trees, fireworks, plants sales, and the like, food trucks, temporary promotions and events, and electric vehicle charging stations and vehicle charging. No part of the Shopping Center, including the Shopping Center Parcel, shall be used as a business which principally features sexually explicit products or drug paraphernalia; provided, however, that the owner or any tenant, licensee, or concessionaire of Shopping Center Parcel may sell cannabidiol (so called "CBD") products and may sell recreational or medical marijuana.

Section 6.5 In the event an additional outlot is created from the Shopping Center Parcel either by sale or ground lease, said created outlot shall not be used as a drive-through primarily selling (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages (the "Outlot Restriction"), and the owner of the Outlot Parcel shall have the right to exercise all remedies available at law or in equity to enforce the Outlot Restriction.

Section 6.6 No part of the building improvements situated on the Outlot Parcel shall be more than one (1) story in height nor exceed twenty-five feet (25') in height from ground level. The total square footage of any building constructed on an Outlot Parcel shall not exceed one thousand five hundred (1,500) square feet.

Section 6.7 All improvements situated on the Outlot Parcel shall have a parking space to building square footage ratio of 3:1000 or greater and shall otherwise comply with all applicable laws, codes, rules, and regulations. The dimensions of each parking space shall conform to the requirements set forth on the Plot Plan.

Section 6.8 (a) The Outlot Parcel owner shall submit to the Shopping Center Parcel owner and any Kroger Entity having a legal or equitable interest in a Parcel, for its Outlot Parcel, plans and specifications for all improvements to be constructed on its Outlot Parcel, including without limitation exterior elevation, architectural, Common Area and signage plans and specifications, for review and approval by the Shopping Center Parcel owner and such Kroger Entity, which approval shall not be unreasonably withheld, conditioned, or delayed. Any request for approval shall be responded to within thirty (30) days after written request for approval, and any response disapproving such request shall include proposed changes which, if made, would render the submittal acceptable to the Shopping Center Parcel owner or such Kroger Entity. Any failure to respond within said 30-day period shall constitute disapproval of the request by the Shopping Center Parcel owner or such Kroger Entity. Any approval by the Shopping Center Parcel owner or Kroger Entity shall not be deemed to constitute a warranty or representation by the Shopping Center Parcel owner or such Kroger Entity with respect to the materials, design, location, construction or workmanship of any improvements on the Outlot Parcel. The Outlot Parcel owner shall obtain the foregoing approvals before commencing any construction on its Outlot Parcel, before implementing any changes in plans theretofore approved by the Shopping Center Parcel owner and such Kroger Entity, before commencing any construction to repair, replace or restore the improvements on its Outlot Parcel following a condemnation or a casualty thereon, and before commencing any construction to alter, modify or demolish the improvements on its Outlot Parcel; provided, however, that the owner of the Outlot Parcel shall not be required to obtain any approval of interior alterations or of the plans and specifications following any casualty event, to the extent the same were previously approved by the Shopping Center Parcel owner and the applicable Kroger Entity and such plans and/or specifications contain no material modifications to the previously approved plans and specifications. Notwithstanding anything set forth herein to the contrary, to the extent the Outlot Parcel is occupied by a nationally or regionally recognized user, no reviewing party shall disapprove or condition its approval of any promotional or advertising signs or displays within the interior of the building located on the Outlot Parcel.

(b) Each Parcel owner shall perform construction on its Parcel so as not to cause any unreasonable increase in the cost of construction of the remainder of the Shopping Center or any part thereof; unreasonably interfere with any other construction being performed on any of the other Parcels; or unreasonably interfere with the operations conducted on any other Parcel.

(c) Each Parcel owner agrees that in the event any mechanic's lien or other statutory liens shall be filed against any other Parcel by reason of work, labor, services or materials supplied to or at the request of it pursuant to any construction on its Parcel, or supplied to or at the request of its tenant pursuant to any construction by said tenant, it shall discharge the same of record within sixty (60) days after obtaining notice of the filing thereof, subject to the provisions of the following sentence. Each Parcel owner shall have the right to contest the validity, amount or applicability of any such liens by appropriate legal proceedings, and, so long as it shall furnish bond or indemnify as hereinafter provided and be prosecuting such contest in good faith, the requirement that it discharge such liens within said sixty (60) days shall not be applicable; provided, however, that in any event such Parcel owner shall, within sixty (60) days after the filing thereof, bond or indemnify

against such liens in amount and in form satisfactory to induce the title insurance company or companies which insured title to the respective Parcels to each of the Parcel owners to insure over such liens or to reissue and update its existing policy, binder or commitment without showing title exception by reason of such liens, and shall indemnify, defend and save harmless the other Parcel owners from all loss, damage, liability, expense or claim whatsoever (including reasonable attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceeding shall be finally concluded (so that no further appeal may be taken) adversely to the Parcel owner contesting such liens, such Parcel owner shall, within ten (10) days thereafter, cause the liens to be discharged of record.

Section 6.9 All electrical and telephone wires and all other utility lines serving the Outlot Parcel shall be buried below grade such that the same shall not be visible other than a transformer and other facilities that are typically installed above grade.

Section 6.10 No fence, structure, landscaping or other structure of any kind (except as may be specifically permitted herein) shall be placed, kept, permitted or maintained upon the Common Area portion of the Outlot Parcel without the prior written consent of the Shopping Center Parcel owner and any Kroger Entity having a legal or equitable interest in a Parcel, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 6.11 All lighting structures and standards erected in the Common Area portion of any Parcel shall be erected by and at the expense of the Parcel owner; shall be erected prior to commencement of business on each such Parcel; and shall be located in such areas and in accordance with such plans and specifications as shall be approved by the Shopping Center Parcel owner and any Kroger Entity having a legal or equitable interest in a Parcel.

Section 6.12 No portion of the Outlot Parcel shall be encumbered by any easement, right of way, license or other servitude for the purpose of parking on or vehicular passage across the Outlot Parcel benefiting property outside the Shopping Center without the prior written consent of the Shopping Center Parcel owner and any Kroger Entity having a legal or equitable interest in a Parcel.

Section 6.13 The Common Area on the Outlot Parcel, as constructed and maintained, must conform in all material respects to (i) the plans and specifications for the improvements located on the Outlot Parcel approved in accordance with Section 6.8 hereof, and (ii) the Plot Plan; provided, however, that the Outlot Parcel owner may alter the Common Area on the Outlot Parcel if the Outlot Parcel owner obtains the prior written consent of the Shopping Center Parcel owner and any Kroger Entity having a legal or equitable interest in a Parcel for any and all such alterations.

Section 6.14 Nothing herein shall require the Shopping Center Parcel owner or any Kroger Entity to improve any portion of the Shopping Center Parcel with building improvements or Common Area, to occupy the Shopping Center Parcel or to conduct a business in same.

Section 6.15 The Shopping Center Parcel owner shall, for the benefit of itself and any tenant, subtenant or licensee on the Shopping Center Parcel, have the exclusive right as among the Parcel owners to enforce directly against the Outlot Parcel owners, tenants, subtenants, licensees and occupants, the restrictions against use with respect to the Outlot Parcel set forth in Sections 6.1 through 6.4 hereof; but nothing herein shall require or be deemed an undertaking by the Shopping Center Parcel owner or any tenant, subtenant or licensee of the Shopping Center Parcel to enforce the same. So long as any Kroger Entity has a legal or equitable interest in a Parcel, such Kroger Entity shall also have the right for the benefit of itself to enforce directly against the Outlot Parcel owner, tenants, subtenants, licensees and occupants, the restrictions against use with respect to the Outlot Parcel set forth in said Sections 6.1 through 6.4 hereof; but nothing herein shall require or be deemed an undertaking by such Kroger Entity to enforce the same. The Outlot Parcel owner shall, for the benefit of itself and any tenant, subtenant or licensee on the Outlot Parcel, have the exclusive right to enforce directly against the Shopping Center Parcel owner, the restrictions against use for the benefit of the Outlot Parcel set forth in Section 6.5 and the obligations related to the Necessary Access, and the Shopping Center Parcel owner shall be responsible for violations thereof by any owners of the Shopping Center Parcel, or the tenants, subtenants or licensees of the Shopping Center Parcel or any portion thereof.

Section 6.16 The remedies for breach of any of the restrictions set forth in this Article shall be cumulative, not exclusive, and shall include injunctive relief.

ARTICLE VII - TAXES

Section 7.1 Each Parcel owner shall pay (or cause to be paid) before delinquency all real estate taxes and assessments (herein collectively "Taxes") levied on its Parcel and the improvements situated thereon.

Section 7.2 Each Parcel owner may, at its own cost and expense by appropriate proceeding, contest the validity, applicability and/or the amount of any Taxes. Nothing in this Article shall require a Parcel owner to pay any Taxes so long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow the affected Parcel to be forfeited to the imposer of such Taxes as a result of its nonpayment.

ARTICLE VIII - ARTICLE VIII - DEFAULT

Section 8.1 Should a Parcel owner breach any of its obligations hereunder and such breach continue for a period of thirty (30) days after its receipt of written notice, any of the other Parcel owners or any Kroger Entity having a legal or equitable interest in a Parcel shall be entitled to cure such breach in addition to all remedies at law or in equity, provided that such party furnish prior notice to the other Parcel owners and any Kroger Entity having a legal or equitable interest in a Parcel, and further provided that no notice is required should the breach create an emergency or interfere with use of a Parcel. All expenses incurred by the other Parcel owners or such Kroger Entity to cure the defaulting Parcel owner's uncured breach pursuant to the preceding notice shall

be reimbursed by the defaulting Parcel owner within thirty (30) days after receipt of written evidence confirming the payment of such expenses.

Section 8.2 Any sums remaining unpaid in accordance with Article III or Section 8.1, together with interest calculated at three percent (3%) above the prime rate charged by CitiBank, N.A., New York, New York, or any successor thereto, or at the highest annual interest rate allowed by law, whichever is less, may be secured by a lien on the Parcel of the owner in default and may be perfected in accordance with the laws of the State of New Mexico, which lien shall retain the original priority of title of this Declaration.

Section 8.3 In the event of litigation by reason of this Declaration, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees in addition to all other expenses incurred by such litigation.

Section 8.4 Any Kroger Entity shall be a beneficiary of all of the rights, easements, covenants and restrictions set forth herein and shall be entitled to enforce same for so long as such Kroger Entity may have any legal or equitable interest in a Parcel.

ARTICLE IX - MISCELLANEOUS PROVISIONS

Section 9.1 Except as provided below, this Declaration may be terminated or rescinded only with the approval of all owners of the Parcels, and any Kroger Entity having a legal or equitable interest in a Parcel. With the prior written approval of any Kroger Entity having a legal or equitable interest in a Parcel, the Shopping Center Parcel owner may unilaterally modify or amend this Declaration by filing an amendment hereto in the Office of the Recorder, Bernalillo County, State of New Mexico; provided that, if the owner of the Shopping Center Parcel is not also the owner of the Outlot Parcel, any such termination, rescission or amendment shall require the approval and consent the Outlot Parcel owner, and shall be subject to negotiation, in good faith, with the owner of the Outlot Parcel.

Section 9.2 This Declaration shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the Parcels or their tenants or licensees.

Section 9.3 No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

Section 9.4 Should any provision hereof be declared invalid by a legislative, administrative, or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

Section 9.5 All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested, to a party at the last known address of its principal place of business. Date of service of notice or approval shall be the date which is three

(3) business days after such notice or approval is deposited in a Post Office of the United States Postal Service or any successor governmental agency, or the day after delivery to a nationally recognized overnight courier services (such as UPS or FedEx). Should a Parcel be subdivided by separate ownership, and an additional Parcel is not established pursuant to Section 9.1 hereof, the party who owns the largest portion thereof is irrevocably appointed attorney-in-fact for all parties who may own an interest in the Parcel to receive all notices and to render all approvals hereunder, which receipt of notices and delivery of approvals shall be binding on all such parties.

Section 9.6 All of the terms and provisions hereof shall run with the land in perpetuity, shall remain in full force and effect for the maximum period permitted by law, and shall be binding on the Declarant and its successors and assigns; provided, however, if any of the provisions of this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the survivor of the now-living descendants of her Majesty, Queen Elizabeth II, the Queen of England.

Section 9.7 Any Parcel owner may, at any time and from time to time, in connection with the sale or transfer of such owner's Parcel, or in connection with the financing or refinancing of the owner's Parcel, deliver written notice to the other Parcel owner requesting such owner to deliver an estoppel certificate, substantially in the form attached hereto as Exhibit D, certifying at a minimum that to the knowledge of the certifying owner, the requesting owner is not in default in the performance of its obligations under this Declaration, or, if in default, to describe therein the nature and amount of any and all defaults (an "Estoppel Certificate"). Each Parcel owner receiving such request shall, without charge, execute and return such Estoppel Certificate within thirty (30) days following the receipt thereof. Failure by a Parcel owner to execute and return such Estoppel Certificate within the 30-day time period shall be deemed an admission on such Parcel owner's part that the Parcel owner requesting the Estoppel Certificate is current and not in default in the performance of such Parcel owner's obligations under this Declaration. The Parcel owners acknowledge that such Estoppel Certificate (or failure to execute and return such certificate in a timely manner) may be relied upon by the addressees identified in the request for the Estoppel Certificate. Notwithstanding anything contained in this Section 9.7 to the contrary, in the event of a second estoppel request in any given calendar year, the owner of the Parcel providing the estoppel may charge an amount equal to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for production of the second and each additional estoppel in that same calendar year.

Section 9.8 This Declaration contains the entire undertaking by the Declarant and there are no other terms, expressed or implied, except as contained herein.

(Signature page follows)

IN WITNESS WHEREOF, an authorized officer of Declarant has executed this Declaration of Reciprocal Easements and Restrictions as of the Effective Date.

DECLARANT:

Smith's Food & Drug Centers, Inc.,
an Ohio corporation

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, the _____ of Smith's Food & Drug Centers, Inc., an Ohio corporation, on behalf of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

This Instrument Prepared By:
Jennifer K. Gothard
Senior Attorney
The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100

EXHIBIT A

Legal Description of Shopping Center Parcel

EXHIBIT B

Legal Description of Outlot Parcel

EXHIBIT C

Plot Plan of Shopping Center

EXHIBIT D

Form of Estoppel Certificate