



Effective 11/16/2023

Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

<b>MISCELLANEOUS APPLICATIONS</b>		<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S3)
<input type="checkbox"/> Site Plan Administrative DFT (Forms SP & P2)	<b>PRE-APPLICATIONS</b>	
<input type="checkbox"/> Final EPC Sign-off for Master Development/Site Plans - EPC (Form P2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S3)	
<input type="checkbox"/> Infrastructure List or Amendment to Infrastructure List (Form S3)	<input checked="" type="checkbox"/> Sketch Plan Review and Comment (Form S3)	
<input type="checkbox"/> Temporary Deferral of S/W (Form S3)	<b>APPEAL</b>	
<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form S3)	<input type="checkbox"/> Decision of Site Plan Administrative DFT (Form A)	

**BRIEF DESCRIPTION OF REQUEST**

Proposed demo of existing development, new build McDonald's restaurant w/ drive through. Subdivide tract into two parcels, McDonald's proposed as north 0.862 acres.

**APPLICATION INFORMATION**

Applicant/Owner: Skyline Civil Group - Stephen Marcum, P.E.	Phone: 432-685-1226
Address: 4414 82 <sup>nd</sup> Street; Ste. 212-140	Email: smarcum@skylinecivil.com
City: Lubbock	State: TX
Zip: 79424	
Professional/Agent (if any): Same ↑	Phone:
Address:	Email:
City:	State:
Zip:	
Proprietary Interest in Site: McDonald's USA, LLC	List all owners: Geltmore + Goyim LLC

**SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)**

Lot or Tract No.: Attached Survey w/ Legal	Block: 37	Unit: Tract A / skyline Hwy 44
Subdivision/Addition:	MRGCD Map No.:	UPC Code: Addn.
Zone Atlas Page(s):	Existing Zoning: ✓	Proposed Zoning:
# of Existing Lots: 1	# of Proposed Lots: 2	Total Area of Site (Acres): 1.5492

**LOCATION OF PROPERTY BY STREETS**

Site Address/Street: 301 Esbunk BLVD SE	Between: Acoma + Bell	and:
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**CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)**

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: <i>Step. Marcum</i>	Date: 8.15.24
Printed Name: Stephen T. Marcum	<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](mailto: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](mailto: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) 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](mailto: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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- \_\_\_ 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**

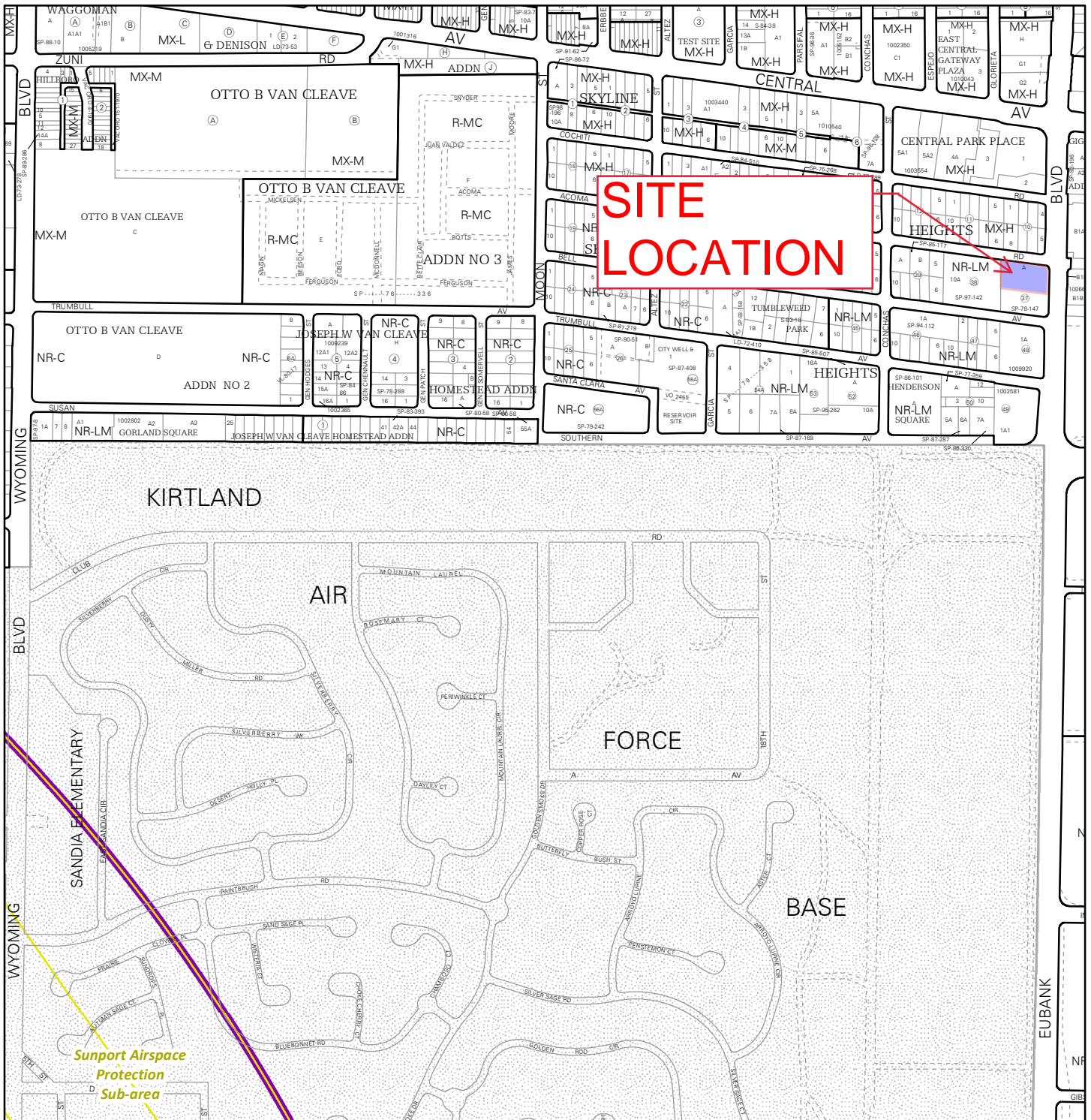
A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other 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**

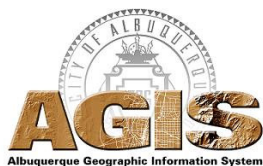
A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other 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 describing, explaining, and justifying the request
- 5) Scale drawing of the proposed subdivision plat or Site Plan
- 6) Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

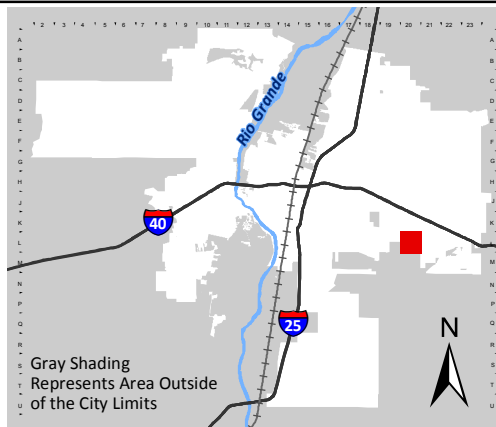


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

# IDO Zone Atlas May 2018

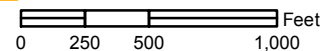


IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones  
are established by the  
Integrated Development Ordinance (IDO).



Zone Atlas Page:  
**L-20-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



August 15, 2024

Hello PLNDRS Albuquerque,

RE: Sketch Plan Review and Comment Request - McDonald's USA, LC 30 0275 - New Build (301 Eubank BLVD SE; Albuquerque, NM)

Please accept this letter as the formal request for a Sketch Plan Review and Comment. Essentially the proposed development is a new McDonald's Restaurant requiring complete demo of the existing site/historic development. We are proposing only developing the northern 0.862 acres out of the existing 1.5492 acre tract, so a subdivision/lot line amendment will be necessary. At this time we are preparing a due diligence report noting all development hurdles, and/or any high cost items or processes with substantial lead times related to permitting. We would like to receive review/comment from each department (Building/Planning/Engineering/Fire/Health) as needed in order to prepare a timeline for design and permitting, and also in order to prepare a construction budget to implement and work towards a ground break.

Sincerely,



Stephen T. Marcum, P.E., AZ, KS, LA, NM, NV, OK, TX

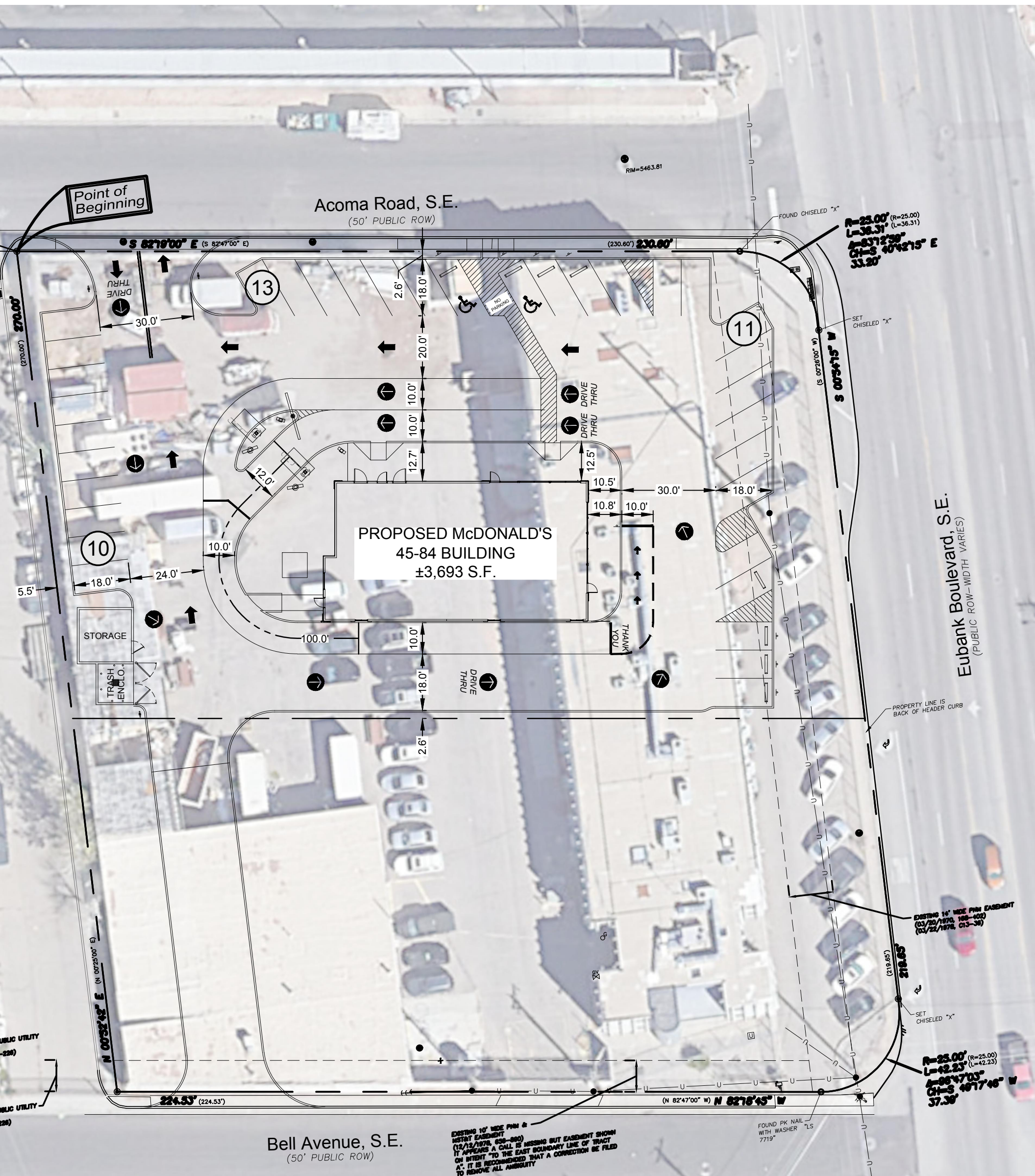
Skyline Civil Group, LLC – Firm No. #: AZ - 22662-0, KS – E-3126, LA – EF.0006682, NV – ID: 33798, OK -8542, TX – 17171

O: 432-685-1226 C: 432-230-4081

Lubbock Address: 4414 82<sup>nd</sup> Street, STE 212-140; Lubbock, TX 79424

Midland Address: 3323 N. Midland Drive, STE 113-166; Midland, TX 79707

[smarcum@skylinecivilgroup.com](mailto:smarcum@skylinecivilgroup.com) - [www.skylinecivilgroup.com](http://www.skylinecivilgroup.com)



Site Parking Req'd Per City of Albuquerque, NM	5.6 Per 1000 Sf GFA
45-84 GFA (SF)	3,693
City Parking Required	20.68
McDonald's Parking Req'd	-
Site Parking Provided	34

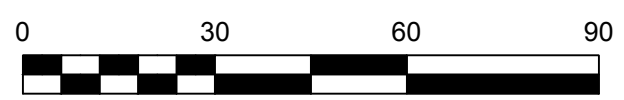
Lot Size SF	37,533.59
Lot Size AC	0.862

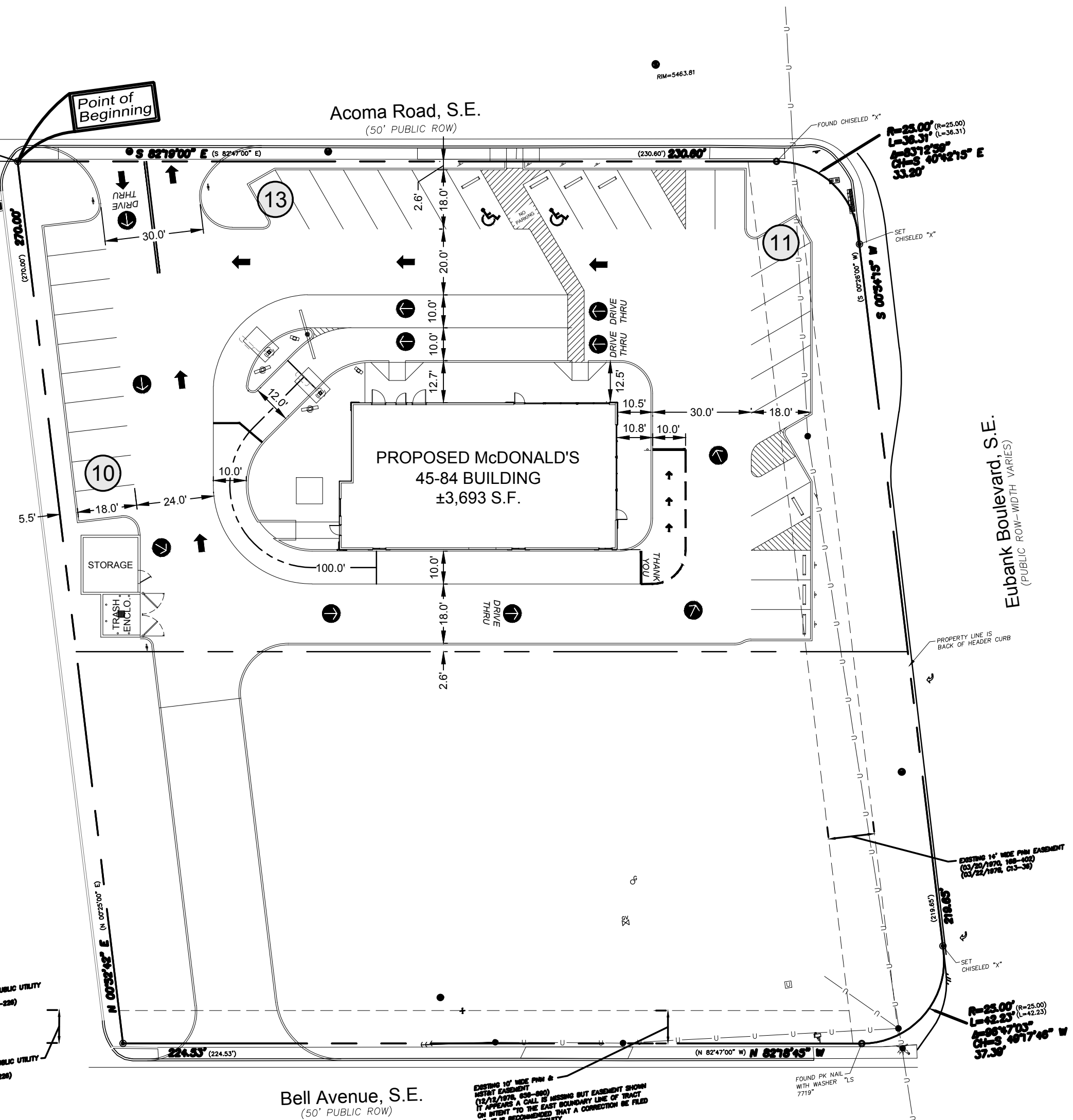
**\*\*NOTE\*\***  
**PRELIMINARY FOR REVIEW ONLY - NOT FOR CONSTRUCTION**  
 ALL DIMENSIONS SHALL BE FIELD VERIFIED. AN ATTEMPT TO ACCURATELY REPRESENT FIELD CONDITIONS HAS BEEN MADE BY THE USE OF A PRELIMINARY DEVELOPER SURVEY FILE/PDF SHOWING THE PROPERTY BOUNDARY, AS WELL AS THE USE OF A SCALED AERIAL (GOOGLE EARTH IMAGE). IN THE EVENT OF A DISCREPANCY, SKYLINE CIVIL GROUP SHALL BE NOTIFIED ASAP SO AN ALTERNATE DESIGN OR PHYSICAL SURVEY DATA IN CAD FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR MAY BE PROVIDED.

**McDonald's USA, LLC**  
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**Conceptual New Build Option A - McDonald's L/C: 30-0275**  
 301 Eubank BLVD SE - Albuquerque, Bernalillo County, NM 07/17/2024





Site Parking Req'd Per City of Albuquerque, NM	5.6 Per 1000 Sf GFA
45-84 GFA (SF)	3,693
City Parking Required	20.68
McDonald's Parking Req'd	-
Site Parking Provided	34

Lot Size SF	37,533.59
Lot Size AC	0.862

EXISTING 10' WIDE PAV & DISTRICT EASEMENT (12/12/1976, 650-000) IT APPEARS A CALL IS MISSING BUT EASEMENT SHOWN ON INTENT TO THE EAST BOUNDARY LINE OF TRACT "A". IT IS RECOMMENDED THAT A CORRECTION BE FILED TO REMOVE ALL AMBIGUITY

**\*\*NOTE\*\***

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 ALL DIMENSIONS SHALL BE FIELD VERIFIED. AN ATTEMPT TO ACCURATELY REPRESENT FIELD CONDITIONS HAS BEEN MADE BY THE USE OF A PRELIMINARY DEVELOPER SURVEY FILE/PDF SHOWING THE PROPERTY BOUNDARY, AS WELL AS THE USE OF A SCALED AERIAL (GOOGLE EARTH IMAGE). IN THE EVENT OF A DISCREPANCY, SKYLINE CIVIL GROUP SHALL BE NOTIFIED ASAP SO AN ALTERNATE DESIGN OR PHYSICAL SURVEY DATA IN CAD FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR MAY BE PROVIDED.

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**Conceptual New Build Option A - McDonald's L/C: 30-0275**

301 Eubank BLVD SE - Albuquerque, Bernalillo County, NM 07/17/2024



SCALE 1" = 30'  
 PRINTS TO SCALE ON 11"X17"

# ALTA/NSPS Land Title Survey

## Tract A, Block 37 Skyline Heights Addition Albuquerque, Bernalillo County, New Mexico June 2022

### Legal Description

TRACT LETTERED "A" IN BLOCK NUMBERED THIRTY-SEVEN (37) OF THE REPLAT OF LOTS NUMBERED ONE (1) THROUGH (8) IN BLOCK NUMBERED THIRTY-SEVEN (37) AND THE EASTERLY ONE-HALF (E 1/2) OF GLORETA STREET SE OF BLOCKS 37 TO 57, BOTH INCLUSIVE, SKYLINE HEIGHTS SUBDIVISION, A SUBDIVISION IN THE CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE REPLAT OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON MARCH 22, 1978, IN PLAT BOOK C13, FOLIO 36.

### Notes Corresponding to Schedule B-II

TITLE COMMITMENT NO. 2202658 PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 12, 2022  
SCH. B-II DESCRIPTION

9. RESERVATIONS CONTAINED IN PATENT FROM UNITED STATES OF AMERICA, RECORDED IN BOOK 77, PAGE 70, RECORDS OF BERNALILLO COUNTY, NEW MEXICO.
10. RESTRICTIVE COVENANTS RECORDED AUGUST 21, 1951, IN BOOK D184, PAGE 373, FILED APRIL 24, 1979, IN BOOK MISC. 684, PAGE 551, AS DOCUMENT NO. 1979029640, RECORDS OF BERNALILLO COUNTY, NEW MEXICO. NOTE: THIS EXCEPTION OMTS ANY COVENANT, CONDITION OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN AS PROVIDED IN 42 U.S.C. SEC. 3604, UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT (A) IS NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER 42 U.S.C. SEC. 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.
11. EASEMENTS AND NOTES AS SHOWN ON THE PLAT RECORDED MARCH 22, 1978, IN PLAT BOOK C13, FOLIO 36, RECORDS OF BERNALILLO COUNTY, NEW MEXICO.
12. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF NEW MEXICO, RECORDED MARCH 20, 1970, IN BOOK MISC. 168, PAGE 402, AS DOCUMENT NO. 70799, RECORDS OF BERNALILLO COUNTY, NEW MEXICO.
13. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF NEW MEXICO, AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, RECORDED DECEMBER 12, 1978, IN BOOK MISC. 656, PAGE 890, AS DOCUMENT NO. 1978091113, RECORDS OF BERNALILLO COUNTY, NEW MEXICO.
14. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF NEW MEXICO UNDERGROUND EASEMENT, RECORDED APRIL 15, 2015, AS DOCUMENT NO. 2015031040, RECORDS OF BERNALILLO COUNTY, NEW MEXICO.
15. RIGHTS OF LESSEES OR TENANTS UNDER LEASES, SUBLEASE OR RENTAL AGREEMENTS.

### Key Note Legend

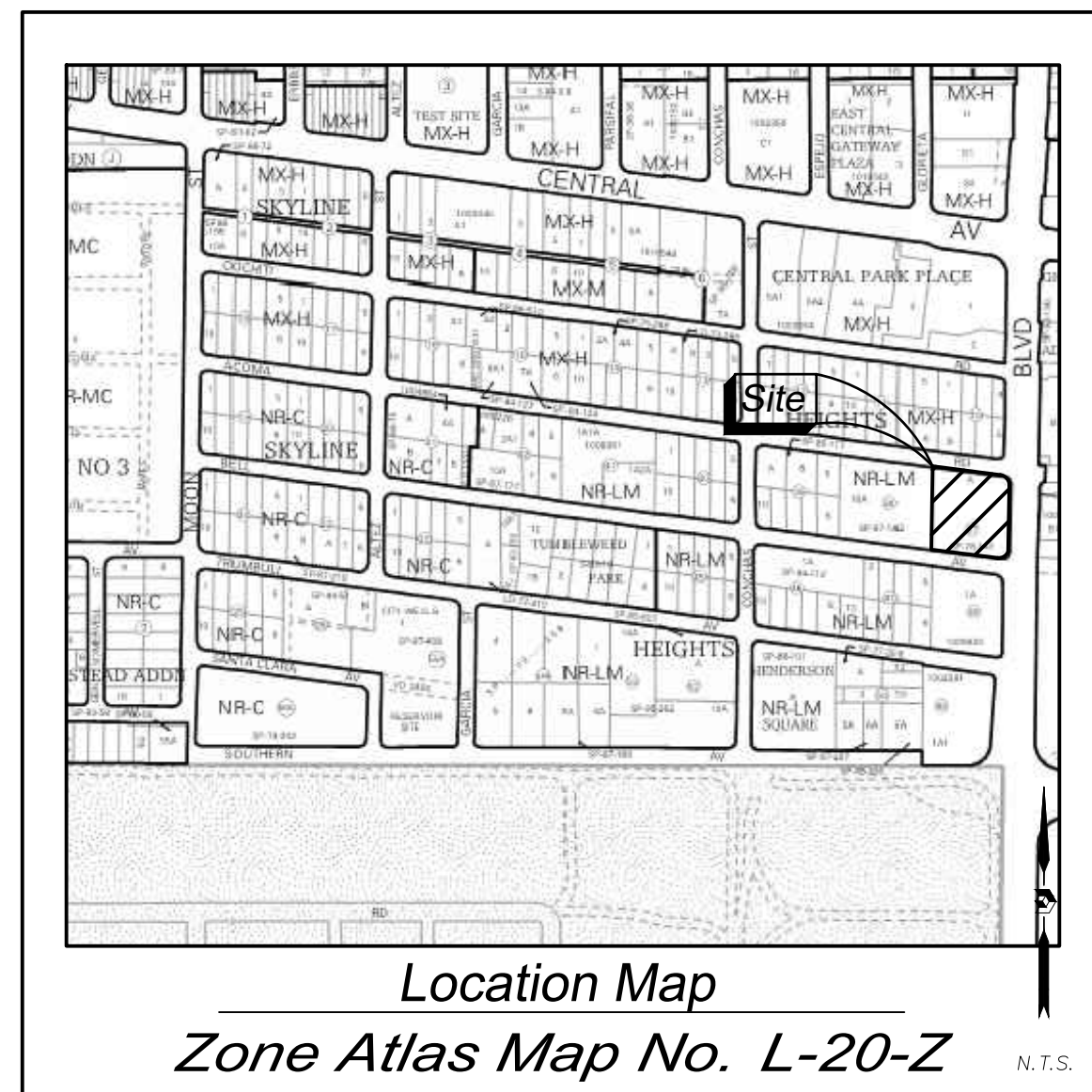
- AFFECTS SUBJECT PROPERTY: AS SHOWN
- AFFECTS SUBJECT PROPERTY: NON-SURVEY MATTER
- △ DOES NOT AFFECT SUBJECT PROPERTY

### Notes

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION OF VISIBLE ABOVE GROUND APPURTENANCES. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
2. NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
3. EASEMENT BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND EASEMENTS HAVE BEEN ROTATED TO MATCH BASIS OF BEARINGS AND BOUNDARY UNLESS OTHERWISE INDICATED.

### Statement of Encroachments

- Ⓐ APPARENT ENCROACHMENT OF UNKNOWN PEDESTAL ONTO SUBJECT PROPERTY
- Ⓑ APPARENT ENCROACHMENT OF TRANSFORMER ONTO SUBJECT PROPERTY



### Zoning Data

NUMBER OF STRIPED PARKING SPACES:

REGULAR = 0  
HANDICAPPED = 0  
TOTAL = 0

### Flood Note

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 35001C03584, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 16, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

### Access Note

INGRESS AND EGRESS TO THE PREMISES IS PROVIDED BY BELL AVENUE, S.E. AND ACOMA ROAD, S.E., THE SAME BEING PAVED AND DEDICATED RIGHTS OF WAY MAINTAINED BY THE CITY OF ALBUQUERQUE.

### Surveyor's Certificate

TO WILLIAM FORD AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(C), 7(B)(1), 8, 9, 16 AND 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 7, 2022.

DATE OF PLAT OR MAP: JUNE 29, 2022

I FURTHER CERTIFY THAT THIS SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL ON THE GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM RESPONSIBLE FOR THIS SURVEY. THIS SURVEY MEETS THE MINIMUM STANDARD REQUIREMENTS FOR LAND SURVEYING IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY BELIEF.

LARRY W. MEDRANO  
N.M.P.S. No. 11993

DATE

DIGITAL SIGNATURE IS INVALID WITHOUT DIGITAL CERTIFICATION



REVISIONS		COORDINATE AND DIMENSION INFORMATION				PLSS INFORMATION				PROPERTY INFORMATION		PROJECT INFORMATION			
NO.	DATE	BY	DESCRIPTION	STATE PLANE ZONE	GRID/GROUND COORDINATES	TYPE	LAND GRANT	SECTION	TOWNSHIP	RANGE	MERIDIAN	PROPERTY OWNER	ADDRESS	CREW/TECH	DATE OF SURVEY
				NM-C	GRID	STANDARD	N/A	29	10 NORTH	4 EAST	NMPM	ARNOLD BUZZARD & ELIZABETH MOORE-BUZZARD	301 EUBANK BOULEVARD, S.E.	OT	06/27/2022
				NAD83	NAVD88										
				CONTROL USED: ALBUQUERQUE GEODETIC REFERENCE SYSTEM											
				COMBINED SCALE FACTOR: GRID TO GROUND: 1.0003476823											
				GROUND TO GRID: 0.9996524385											
				DISTANCE ANNOTATION: GROUND											
				BEARING ANNOTATION: GRID											
				ELEVATION TRANSLATION: ±0.00'											
				ELEVATIONS VALID: NO											
				BASE POINT FOR SCALING AND/OR ROTATION: N = 0, E = 0											
				ROTATION ANGLE: 0° 00' 00.00"											
				MATCHES DRAWING UNITS: YES											
				CITY: ALBUQUERQUE											
				COUNTY: BERNALILLO											
				STATE: NM											
				UPC: 102005652142511015											



OFFICE LOCATION:  
9200 San Mateo Boulevard, NE  
Albuquerque, NM 87113  
505.256.5700 PHONE  
505.256.7900 FAX

© Copyright 2021 Precision Surveys, Inc.

DRAWN BY: JK	CHECKED BY: LM
PSI JOB NO: 228159AL	SHEET NUMBER: 1 OF 2

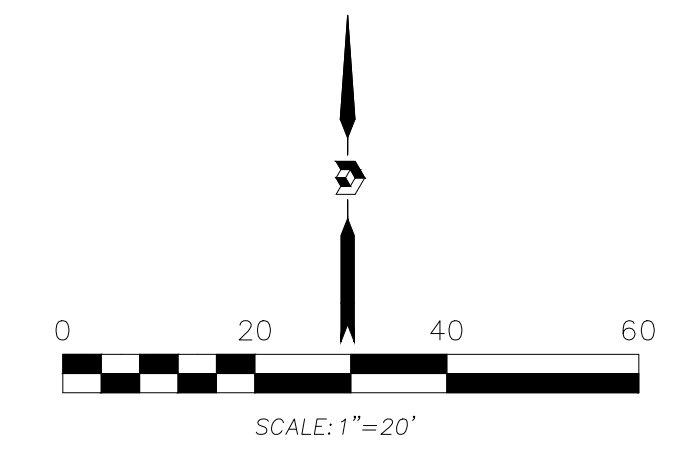
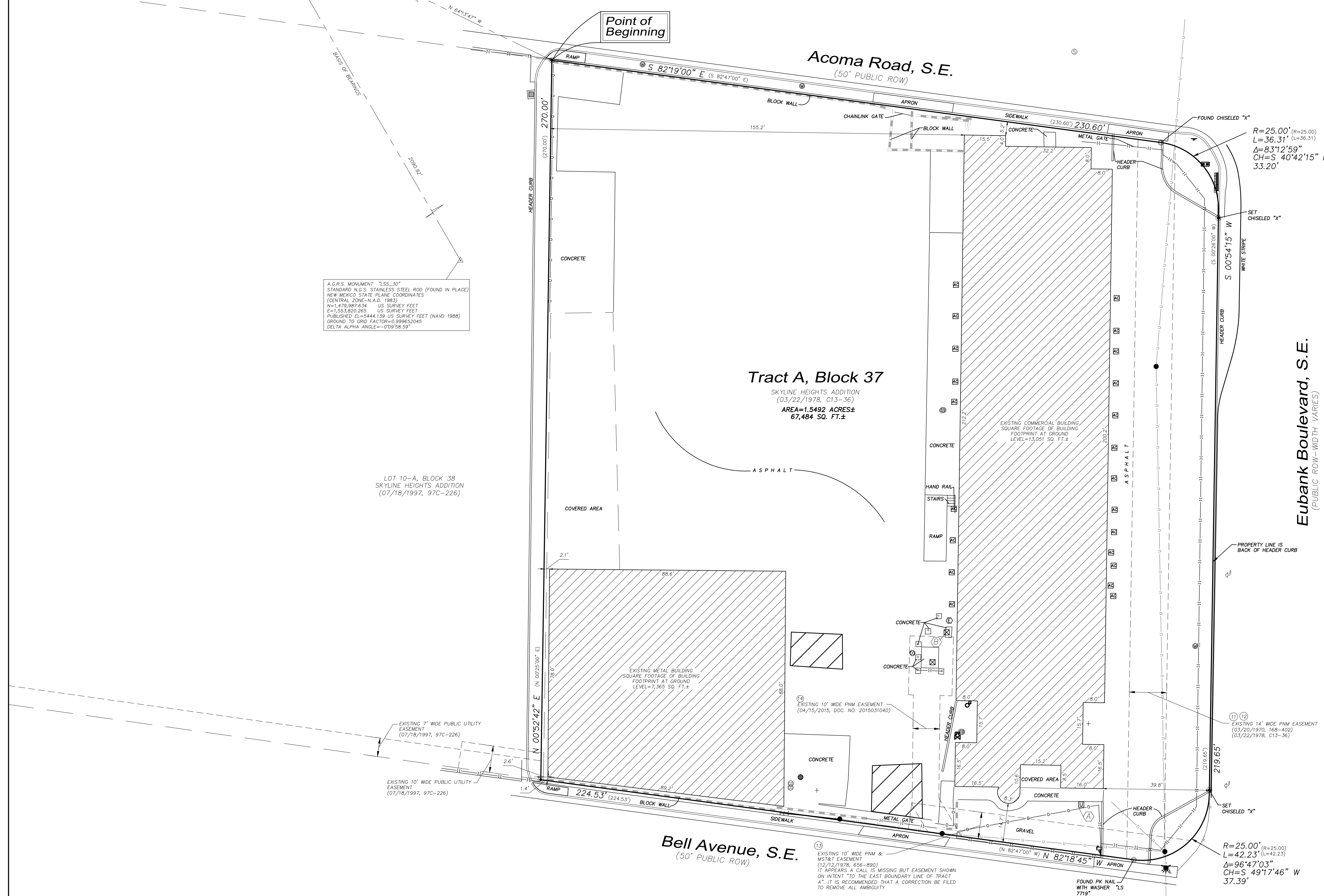


Tract A, Block 37  
**Skyline Heights Addition**  
 Albuquerque, Bernalillo County, New Mexico  
 June 2022

A.G.R.S. MONUMENT "5\_K20"  
 STANDARD C.O.A. CONTROL DISC  
 (FOUND IN PLACE)  
 NEW MEXICO STATE PLANE COORDINATES  
 (CENTRAL ZONE-N.A.D. 1983)  
 N=1,482,021.249 US SURVEY FEET  
 E=1,553,259.684 US SURVEY FEET  
 PUBLISHED: 01-31-2015 US SURVEY FT (NAVD 1988)  
 GROUND TO GRID FACTOR=0.999652832  
 DELTA ALPHA ANGLE=-07032.307"

A.G.R.S. MONUMENT "1\_S5\_30"  
 STANDARD N.I.C.S. STAINLESS STEEL ROD (FOUND IN PLACE)  
 NEW MEXICO STATE PLANE COORDINATES  
 (CENTRAL ZONE-N.A.D. 1983)  
 N=1,479,987.424 US SURVEY FEET  
 E=1,553,820.265 US SURVEY FEET  
 PUBLISHED: 01-31-2015 US SURVEY FEET (NAVD 1988)  
 GROUND TO GRID FACTOR=0.999652045  
 DELTA ALPHA ANGLE=-07038.507"

LOT 10-A, BLOCK 38  
 SKYLINE HEIGHTS ADDITION  
 (07/18/1997, 97C-226)



**Legend**

(N 90°00'00" E)	MEASURED BEARING AND DISTANCES
○	RECORD BEARINGS AND DISTANCES
○	FOUND AND USED MONUMENT AS DESIGNATED
○	FOUND ALUMINUM AGRS MONUMENT AS DESIGNATED
○	FOUND NO. 5 REBAR WITH PINK PLASTIC CAP "P5 11993" SET THIS SURVEY
○	UTILITY POLE
○	UTILITY POLE
○	ELECTRIC PANEL
○	AIR CONDITIONER
○	PULLBOX
○	TRANSFORMER
○	UNKNOWN PEDESTAL
○	WATER METER
○	FIRE HYDRANT
○	SAUNTRY SEWER MANHOLE
○	CLEANOUT
○	MAILBOX
○	GAS VALVE
○	GAS METER
○	DRAIN
○	MEDIAN INLET
○	CURB INLET
○	GUARD POST
○	SPIGOT
○	KEY PAD
○	CURB AND GUTTER
○	OVERHEAD UTILITY LINE
○	METAL FENCE
○	CHAIN LINK FENCE
○	EDGE OF ASPHALT

REVISIONS		COORDINATE AND DIMENSION INFORMATION		PLSS INFORMATION		PROPERTY INFORMATION	
NO.	DATE	BY	DESCRIPTION	STATE PLANE ZONE	GRID/GROUND COORDINATES	LAND GRANT	PROPERTY OWNER
				NM-C	GRID	N/A	ARNOLD BUZZARD & ELIZABETH MOORE-BUZZARD
				NAVDS3	NAVD88		
				COMBINED SCALE FACTOR: GRID TO GROUND: 1.0003476823 GROUND TO GRID: 0.9996524385		SECTION 29	TOWNSHIP 10 NORTH
				DISTANCE ANNOTATION: GROUND BEARING ANNOTATION: GRID		RANGE 4 EAST	MERIDIAN NMPM
				ELEVATION TRANSLATION: ±0.00'		CITY ALBUQUERQUE	COUNTY BERNALILLO
						STATE NM	UPC 102005652142511015
							ADDRESS 301 EUBANK BOULEVARD, S.E.

PROJECT INFORMATION	
CREW/TECH: OT	DATE OF SURVEY: 06/27/2022
DRAWN BY: JK	CHECKED BY: LM
PSI JOB NO: 228159AL	SHEET NUMBER: 2 OF 2



OFFICE LOCATION:  
 9200 San Mateo Boulevard, NE  
 Albuquerque, NM 87113  
 505.256.5700 PHONE  
 505.256.7900 FAX

## Current Owner

Owner	GELTMORE & GOYIM LLC
Owner Mailing Address	
Unit	
City	ALBUQUERQUE
State	NM
Zip Code	87194 7459
Other Mailing Address	PO BOX 7459

## Ownership for Tax Year Selected

Tax Year	2024
Owner Name	GELTMORE & GOYIM LLC
Owner Mailing Address	
Unit	
City	ALBUQUERQUE
State	NM
Zip Code	87194 7459
Other Mailing Address	PO BOX 7459

## Description

Location Address	301 EUBANK BLVD SE
City	ALBUQUERQUE
State	NM
Zip Code	87123
Property Description	37 TRACT A SKYLINE HEIGHTS SUBD

Public Improvement District  
Tax Increment Development Districts

## Document #

Document #:	2022072695 080522 SW - ENTRY BY TB 083122 CODED BY LV 080722
-------------	--

## Real Property Attributes

Primary Building SQ FT	15905
Year Built	1979
Lot Size (Acres)	1.5806
Land Use Code	WAREHOUSE
Style	



McDonald's USA, LLC

Direct Dial Number: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_

May 16, 2024  
Geltmore  
PO Box 7459  
Albuquerque, NM 87194

RE: Albuquerque, New Mexico  
301 Eubank Blvd SE  
L/C: \_\_\_\_\_ - \_\_\_\_\_

This non-binding letter (“**Letter**”) confirms our understanding of the discussions between Landlord and Tenant (defined below) regarding the proposed terms of a ground lease with respect to the property located in Bernalillo County at the address referenced above. This Letter is subject to the execution of a definitive ground lease between the parties and is for discussion purposes only for use in drafting a definitive ground lease. The parties agree that Tenant will prepare the first draft of the ground lease using Tenant’s standard form of ground lease. The parties further understand that the discussions and negotiations that arise from or result from the subject matter of this Letter may not culminate in an enforceable ground lease, contract or agreement between the parties. The following is a summary of certain proposed terms and conditions of the proposed transaction:

- 1. **Tenant:** McDonald’s USA, LLC, a Delaware limited liability company.
- 2. **Landlord:** Geltmore  
Address: PO Box 7459 Albuquerque, NM 87194  
Phone Number:  
Fax Number: \_\_\_\_\_  
E-Mail:  
Landlord’s Federal Tax ID #: \_\_\_\_\_

This address will serve as Landlord’s notice address in the definitive ground lease.

During this transaction, Landlord will be represented by:

Name:  
Firm Name:  
Address:  
Phone Number:  
Fax Number:  
E-Mail:

**3. Leased Space:** 37,550 square feet, with a frontage of no less than \_\_\_ feet on Eubank Blvd. SE.

The execution of a definitive ground lease between the parties is conditioned upon Tenant's receipt of a satisfactory legal description and agreed-upon sketch of the Premises (defined below) showing the Leased Space, adjacent roadways, all easements, and location within the Shopping Center, if applicable.

**4. Easements:** The Premises may or may not require typical easements such as access, signage and utility easements in order for Tenant to use the Premises for Tenant's intended purpose. Landlord will grant such ordinary and customary easements that will be required for a commercial tenant to occupy and use the Premises and such other easements as Tenant requests in Tenant's sole discretion.

**5. Term:** A term commencing upon execution of the definitive ground lease and expiring 20 years after Tenant opens for business, with five (5) options of five (5) years each.

**6. Rent:** Tenant will pay rent beginning on the date Tenant opens its restaurant for business to the public, as follows:

Primary Term      Twenty Years at \$85,000.00 annually with 10% increases every 5 years.

1 <sup>st</sup> Five Years:	\$85,000.00/Yr
2 <sup>nd</sup> Five Years:	\$93,500.00/Yr
3 <sup>rd</sup> Five Years:	\$102,850.00/Yr
4 <sup>th</sup> Five Years:	\$113,135.00/Yr

Option Periods:

1 <sup>st</sup> five year option	\$124,448.50/Yr
2 <sup>nd</sup> five year option	\$136,893.35/Yr
3 <sup>rd</sup> five year option	\$150,528.69/Yr
4 <sup>th</sup> five year option	\$165,640.95/Yr
5 <sup>th</sup> five year option	\$182,205.05/Yr

**7. Real Estate Taxes:** Tenant will be responsible to pay the real estate taxes on the Leased Space beginning on the date rent commences under the definitive ground lease.

**8. Common Area Maintenance Expenses:**

Landlord will maintain the easement areas.

**9. Possession:** Landlord owns the Premises and, upon execution of a definitive ground lease, Landlord will deliver sole and actual possession of the Leased Space free and clear of all tenancies and parties in possession upon final execution of the definitive ground lease.

**10. Restrictive Covenant:** During the term of the definitive ground lease and any extensions, Landlord will restrict all of Landlord's property located within 2 miles of the Leased Space from use as a restaurant or for food service purposes.

**11. Contingencies:** Any definitive ground lease that may be entered into as a result of this Letter will be conditioned upon Tenant's review of typical due diligence matters and ability to obtain all necessary permits and approvals within 240 days after plat approval is obtained from the city. Such contingencies will include, but not be limited to, Tenant obtaining all necessary entitlements, satisfactory title/survey, satisfactory environmental condition, and satisfactory geotechnical condition

**12. Use:** Tenant may use or occupy the Leased Space for any lawful purpose or purposes.

**13. Purchase Rights:** The definitive ground lease will give Tenant the right to purchase the Premises during the term of the definitive ground lease either pursuant to a recordable purchase option or right of first refusal. The full terms of such purchase right will be negotiated by the parties and included in any definitive ground lease.

**14. Landlord's Work:** Landlord will be responsible for demolishing all improvements (surface and subsurface) on the Premises and installing all utilities in a location and with the specifications determined by Tenant. Landlord will also perform the following work at Landlord's cost:

See Exhibit B attached

Landlord's Work will be completed no later than 240 days after final plat approval.

**15. Tenant's Construction Period:**

Tenant to have 180 days for Tenant's construction after Landlord's work is complete and delivery to Tenant.

**16. Broker Commission:**

Name of Tenant Broker(s): Keith Meyer, Jim Wible, John Algermissen  
Firm Name: NAI SunVista

Name of Landlord Brokers:  
Firm Name: David Silverman

Landlord agrees to pay any real estate agent, broker, finder or any other entity which is or may be entitled to a commission as a result of this transaction.

By signing this Letter of Intent, Landlord and Tenant have read and acknowledge receipt of Broker Duties attached.

**17. Additional Conditions:** This Letter and the proposed agreements contemplated in this Letter is subject to the approval of Tenant's Real Estate Committee, which approval must be obtained prior to the execution of any definitive ground lease, agreement, understanding or enforceable contract between the parties.

**18. Expiration of this Letter:** This Letter will expire within 120 days from the date this Letter is approved by Landlord, unless extended by both parties in writing ("**LOI Term**"). If a definitive ground lease is not executed prior to the expiration of the LOI Term, the parties have no further obligation to continue discussions or negotiations.

**19. Scope of this Letter/Non-Binding Effect:** The parties agree and understand that this Letter is intended to be, and will be construed only as, an understanding, summarizing and evidencing the discussions between the parties through the date listed on the first page of this Letter, and the rights and obligations of the parties remain to be defined in a definitive ground lease. **Except with regard to this Section 18**, the parties will be bound only by the terms of the definitive ground lease agreement which has been fully executed and delivered by the parties. As such, **except with regard to this Section 18**, this Letter does not constitute and will not be construed to constitute a binding agreement, nor does it constitute a binding agreement to enter into an agreement, or an "agreement to agree." Furthermore, the parties understand that even if a party changes its financial position, condition or otherwise relies on the subject matter or the proposed terms and conditions contained in this Letter, any such reliance or change in position or condition will not be construed as the creation of an enforceable contract between the parties or an intention to be bound to the terms of this Letter. The parties understand and agree that this Letter does not address all of the material terms and conditions, and that this Letter is contingent upon further negotiations and subject to the execution of a definitive ground lease embodying the terms and conditions contained in this Letter and other material terms which are either consistent with the terms contained in this Letter or otherwise mutually acceptable to the parties. Notwithstanding anything to the contrary in this Letter, no oral statements or representations made by any agent of McDonald's

prior to or after delivery of this Letter will be construed as alteration or modification of the non-binding intentions of this Letter.

We look forward to finalizing this transaction. If you have any questions, please do not hesitate to contact me at (214) 534-3982. My e-mail address is nancy.wollenman@us.mcd.com.

Sincerely,

McDONALD'S USA, LLC

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Nancy Wollenman  
Area Real Estate Manager

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

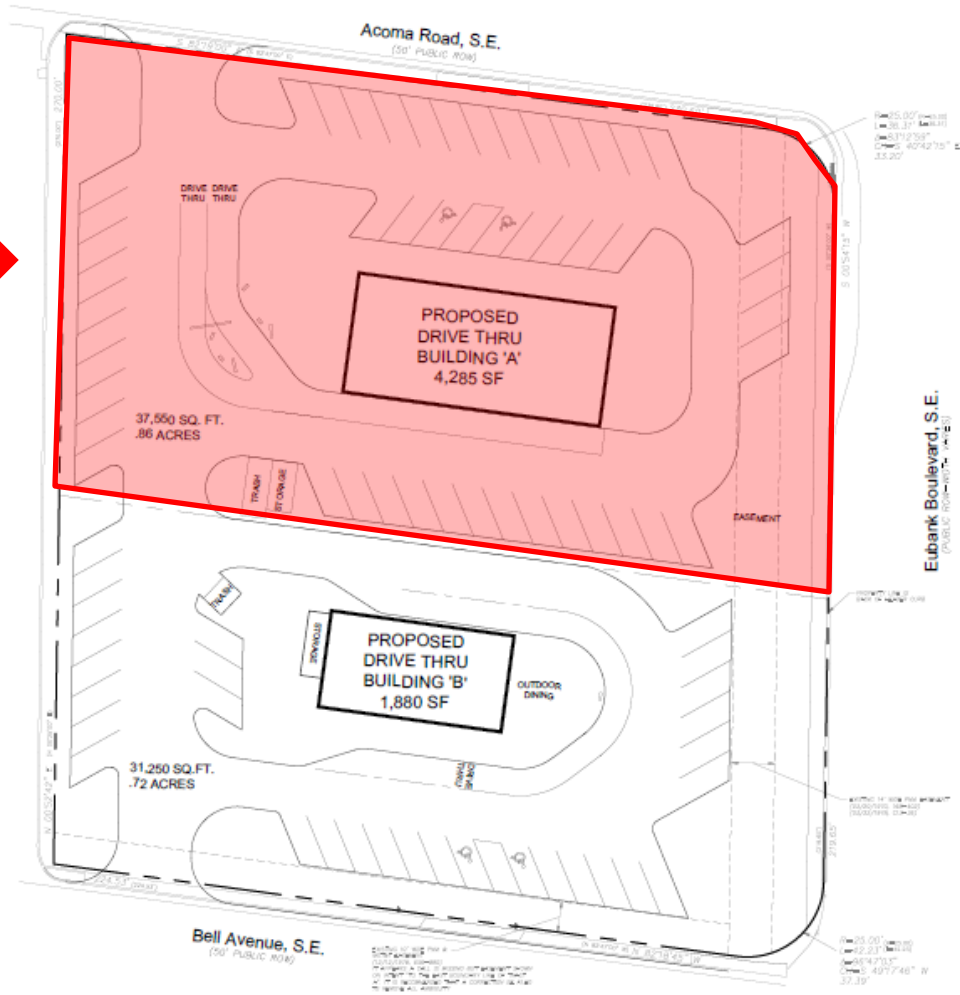
LANDLORD:

By: \_\_\_\_\_

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

EXHIBIT A





## **EXHIBIT B**

Landlord's Work: Landlord will also perform the following work at Landlord's cost (to be completed within 240 days after the City of Albuquerque issues plat approval):

- Demolish and remove all existing improvements, if an (improvements in right of way not included)
- Provide leveled off (street level), graded, pad ready site – Seller will provide the Buyer with site elevations to avoid any confusion. Please provide as soon as possible.
- Provide all utilities coordination– Only stub out will be sewer
- Provide any storm water facilities (including water retention) meeting Purchaser's and municipality specifications (10% may be required in landscaping on purchased site)
- Common area drives are confirmed on attached access exhibit.

## **UTILITIES**

All utility connections as delivered by the Landlord must be identified above grade by survey staking and utility designation, with the depths of utilities noted. Written certification of utilities shall be completed by Landlord's engineer of record prior to acceptance of the Leased Space by Lessee.

### **Electrical**

Seller to:

- Help Coordinate with PNM for final design, any electrical service will be up to the purchaser.

### **Domestic Potable Water, Irrigation and Fire Sprinkler Supply**

Seller to:

- Help Coordinate with The Water Authority for water service, connection will be to city water via adjoining streets. Purchaser responsible for all fees including meters

### **Natural Gas**

Seller to:

- Coordinate with New Mexico Gas or local supplier installation at the cost of the purchaser

### **Sanitary Sewer**

Seller to:

- Provide a minimum 6" sanitary sewer lateral with capped end stubbed to the parcel line, at location specified by Purchaser. Sewer lateral invert elevation to be a minimum of 48" below finished floor.
- Pay sanitary sewer installation fees related to Seller's Work Scope.

### **Telephone and Fiber Optic Lines**

Seller to:

- Telephone: Provide a minimum 2" conduit with a pull rope to the parcel line, at location specified by Purchaser.

- Cable/Fiber: Provide conduit with cable pulled to a pedestal within the property lines at a location specified by Purchaser.
- Pay installation fees relating to Seller's Work Scope.

**Storm Sewer/Site Drainage**

Seller to:

- Provide storm water detention and water quality treatment as required by governing jurisdiction suitable to handle Purchaser's needs and provide lateral with capped stubbed end to within five feet of Purchaser's point of connection. Invert elevations to be coordinated with Purchaser's design documents.

Notwithstanding the foregoing, in no event shall Seller be required to provide more utility provisions (including size, amperage, etc, than what the City is willing to provide to the center).

**REALTORS® ASSOCIATION OF NEW MEXICO/  
COMMERCIAL ASSOCIATION OF REALTORS® NEW MEXICO  
PART I - BROKER DUTIES**

Brokers owe specific broker duties to prospective buyers, sellers, landlords (owners), tenants as set forth in this Part 16.61.19.8. Brokers shall disclose the applicable set of broker duties owed to buyers, sellers, landlords (owners) of rental property and tenants as set forth in this Part 16.61.19.8 prior to the time the broker generates or presents any written document to that party that has the potential to become an express written agreement and obtain from that applicable party written acknowledgement that the broker has made such disclosures. In the case of prospective buyers, sellers, landlord (owners) and tenants to whom the broker is not directly providing real estate services, such disclosure and acknowledgment of receipt shall be made through the broker who is directly providing real estate services to that buyer, seller, landlord (owner) or tenant.

A. Brokers owe the following duties to prospective buyers, sellers, landlords (owners) and tenants:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico real estate license law and the Real Estate Commission rules, the New Mexico Uniform Owner Resident Relations Act, and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction including but not limited to:
  - a. any written brokerage relationship the broker has with any other parties to the transaction or;
  - b. any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
  - c. any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the associate broker or qualifying broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

B. In addition to the broker duties owed to prospective buyers, sellers, landlords (owners) and/or tenants as set forth in this Section 16.61.19.8(A), Brokers owe the following Broker Duties to the buyers, sellers, landlord (owners) and tenants to whom the broker is directly providing real estate services, regardless of the scope and nature of those services:

Brokers working as Property Managers for a landlord (owner) are directly providing real estate services to the landlord (owner), not to the tenant:

1. Assistance to the party in completing the transaction, unless otherwise agreed to in writing by the party to whom the broker is directly providing real estate services, including:
  - a. timely presentation of and response to all written offers or counter-offers;
  - b. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction; if the broker in the transaction is not providing the service, advice or assistance described in Paragraphs (a) and (b) of this Subsection B of 16.61.19.8 NMAC, the party must agree in writing that the broker is not expected to provide such service, advice or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement.
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship options available in New Mexico;
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller/owner shall not disclose the following to the buyer/tenant in a transaction:
  - a. that the seller/owner has previously indicated they will accept a sales/lease price less than the asking or listed price of a property;
  - b. that the seller/owner will agree to financing terms other than those offered;
  - c. the seller/owner's motivations for selling/leasing; or
  - d. any other information the seller/owner has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a buyer/tenant shall not disclose the following to the seller/owner in the transaction:
  - a. that the buyer/tenant has previously indicated they will pay a price greater than the price submitted in a written offer;
  - b. the buyer/tenant's motivation for buying/leasing; or
  - c. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.
9. In the event the broker is working for the landlord (owner) as a residential property manager, the broker additionally owes to the landlord (owner) all duties owed under the law of agency.

C. In addition to the broker duties owed to prospective buyers, sellers, landlords (owners) and tenants as set forth in this Section 16.61.19.8(A), Brokers working as Property Managers for a landlord (owner) owe the following duties to tenants:

1. Prompt accounting for all money or property received by the broker from the tenant, including issuance of a receipt for cash received;
2. If a residential property manager, written disclosure that the broker is the agent of the owner of the property and not of the tenant; in the commercial property management context, written disclosure of the broker's relationship with the landlord (owner).

D. Brokers owe the following professional obligations to other brokers; however, brokers are not required to provide to one another a list of these broker obligations:

- A. honesty, reasonable care, and ethical and professional conduct;
- B. timely presentation of offers or counter-offers and responses thereto, unless otherwise agreed to in writing by the party to whom the broker is directly providing real estate services;
- C. active participation in assisting the party to whom the broker is directly providing real estate services in complying with the terms and conditions of the contract and with the closing of the transaction, unless otherwise agreed to in writing by the party to whom the broker is directly providing real estate services;

D. compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico real estate license law and the Real Estate Commission rules; the New Mexico Uniform Owner-Resident Relations Act, and other applicable local, state, and federal laws and regulations;

E. written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act;

F. written disclosure of any potential conflict of interest that the broker has in the transaction, including but not limited to:

- any material interest the broker has in the transaction or
- any relationship of a business, personal, or family nature that the broker has with a party to the transaction;

G. non-interference with a purchase agreement or any express written agreement that another broker has with a buyer, seller, landlord (owner) or tenant.

**PART II. BROKERAGE RELATIONSHIPS**

**BROKERAGE RELATIONSHIPS DISCLOSURE:** Transaction Broker, Exclusive Agency, and Dual Agency are brokerage relationships available in New Mexico. Brokers may, but are not required to, disclose unwritten agreements with Lessors and Lessees. However, Brokers must disclose written agreements.

1. SunVista Commercial Real Estate, LLC (Keith Meyer, Jim Wible, John Algermissen) ("Lessee/Buyer Broker") is working with the Lessee/Buyer in this transaction as a:

- Transaction Broker without a written agreement.
- Transaction Broker with a written agreement (RANM Form 1206, Buyer Broker Agreement).
- Agent with a written agreement (RANM Form 1206, Buyer Broker Agreement with Agency Addendum RANM Form 1205).

2. **IN-HOUSE TRANSACTION:**

- A. Lessor/Seller Broker is licensed under the same Qualifying Broker in the same Brokerage as Lessee/Buyer Broker. Lessor/Seller Broker has a written listing agreement with the Lessor/Seller as  Transaction Broker  Agent.
- B. Lessee/Buyer Broker is also Lessor/Seller Broker for the property in this Transaction. Lessee/Buyer Broker has a written listing agreement with Lessor/Seller as  Transaction Broker  Agent.

3.  **DUAL REPRESENTATION DISCLOSURE AND CONSENT:** Brokerage is representing both Lessee/B and Lessor/Seller by means of written agreements with each of them, without creating Dual Agency. If there are two written agreements, Lessee and Lessor hereby consent to this dual representation.

4.  **DUAL AGENCY DISCLOSURE:** Brokerage is representing both Lessee/Buyer and Lessor/Seller by means of written agency agreements with each of them, and Designated Brokerage has not been chosen by the Qualifying Broker, thus creating Dual Agency. Prior to writing or presenting this offer, Broker must obtain written consent from Lessee Client and Lessor Client (RANM Form 1301, Agency Agreement - Dual).

5. **MATERIAL INTEREST/RELATIONSHIP.** Disclosure of any material interest or relationship of a business, personal, or family nature in the transaction. If answer is "YES", attach Broker Duties Supplemental Disclosure.

- A. BUYER'S BROKER, QUALIFYING BROKER OR BROKERAGE  YES  NO
- B. SELLER'S BROKER, QUALIFYING BROKER OR BROKERAGE  YES  NO

6. **ADVERSE MATERIAL FACT:** If Broker(s) to this transaction actually knows of adverse material facts about the Property or Transaction, attached Broker Duties Supplemental Disclosure Form.

7.  Lessee/Buyer  Lessor/Seller is a licensed New Mexico real estate Broker.

8.  Broker(s) has a written agreement with a licensed TRANSACTION COORDINATOR who will be providing services related to the transaction and identified as Dana Van Doren. The BROKERAGE RELATIONSHIPS DISCLOSURE is acknowledged by the parties below:

**LESSEE: McDonald's USA, LLC, a Delaware limited liability company**

By: \_\_\_\_\_

**LESSOR: EPLC, LLC, a New Mexico limited liability company**

By: \_\_\_\_\_

**LESSEE'S/BUYER'S BROKER**

RJL Real Estate Consultants  
Listing Firm

Jack Duncan  
Broker (Print Name)

Broker  is  is not a REALTOR®

Signature

**LESSOR/SELLER BROKER**

Date Time

SunVista Commercial Real Estate, LLC  
Listing Firm  
Keith Meyer, Jim Wible, John Algermissen  
Broker (Print Name)

Broker  is  is not a REALTOR®

Signature

Date Time