

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

February 27, 2020

Levi Valdez, PE
12800 San Juan NE
Albuquerque, NM 87123

RE: **Pitcher Residence**
12000 San Antonio NE
Grading Plan Stamp Date: 2/18/20
Hydrology File: E22D007H1

Dear Mr. Valdez:

Based on the submittal received on 2/20/20, the grading plan is approved for Grading Permit.

Prior to Building Permit (For Information):

1. Engineer's Certification, per the DPM Chapter 22.7: *Engineer's Certification Checklist For Non-Subdivision* is required (Pad Certification).

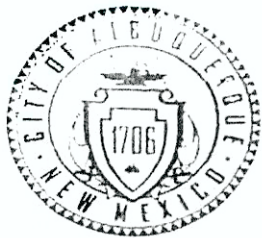
Prior to Certificate of Occupancy (For Information):

2. Engineer's Certification, per the DPM Chapter 22.7: *Engineer's Certification Checklist For Non-Subdivision* is required to ensure the site and the grades along the property lines were not disturbed during home construction.

If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

Sincerely,

Dana Peterson, P.E.
Senior Engineer, Planning Dept.
Development Review Services



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 11/2018)

Project Title: PITCHER FAMILY RESIDENCE Building Permit #: _____ Hydrology File #: E22D007H1

DRB#: _____ EPC#: _____ Work Order#: _____

Legal Description: TRACT 'C-2-A-1-C', SALVIGNON SUBDIVISION

City Address: 12000 SAN ANTONIO DRIVE N.E., ALBUQUERQUE, NEW MEXICO

Applicant: LEVI J. VALDEZ / GEORGE T. RODRIGUEZ CONSULT. Contact: LEVI VALDEZ

Address: 12800 SAN JUAN N.E., ALBUQUERQUE, NEW MEXICO 87123

Phone#: 505-610-0593 Fax#: _____ E-mail: pawrod@hotmail.com

Owner: JOHN PITCHER Contact: JOHN PITCHER

Address: 12000 SAN ANTONIO DR., N.E., ALBUQUERQUE, NEW MEXICO

Phone#: _____ Fax#: _____ E-mail: _____

TYPE OF SUBMITTAL: _____ PLAT (_____ # OF LOTS) ☒ RESIDENCE _____ DRB SITE _____ ADMIN SITE

IS THIS A RESUBMITTAL?: ☒ Yes _____ No

DEPARTMENT: _____ TRAFFIC/ TRANSPORTATION ☒ HYDROLOGY/ DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

- ☐ ENGINEER/ARCHITECT CERTIFICATION
- ☐ PAD CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
- ☒ GRADING PLAN
- ☐ DRAINAGE MASTER PLAN
- ☐ DRAINAGE REPORT
- ☐ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
- ☐ ELEVATION CERTIFICATE
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ TRAFFIC IMPACT STUDY (TIS)
- ☐ OTHER (SPECIFY) _____
- ☐ PRE-DESIGN MEETING?

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☒ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ SITE PLAN FOR SUB'D APPROVAL
- ☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ GRADING PERMIT APPROVAL
- ☐ SO-19 APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ GRADING/ PAD CERTIFICATION
- ☐ WORK ORDER APPROVAL
- ☐ CLOMR/LOMR
- ☐ FLOODPLAIN DEVELOPMENT PERMIT
- ☐ OTHER (SPECIFY) _____

DATE SUBMITTED: 02-20-20
11-15-19

By: GEORGE T. RODRIGUEZ / LEVI J. VALDEZ

COA STAFF: _____

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____

DRAINAGE NARRATIVE :

THIS SITE IS LOCATED ON THE SOUTH SIDE OF SAN ANTONIO DRIVE N.E. BETWEEN LOWELL DRIVE N.E. AND TENNYSON STREET N.E., IN THE CITY OF ALBUQUERQUE, NEW MEXICO, AND CONTAINS 0.90 ACRES (MORE OR LESS); THE SITE IS LOCATED ON F.E.M.A. FIRM MAP NO. 35001C0142 H, EFFECTIVE DATE AUGUST 16, 2012, THAT SHOWS THE SITE TO BE LOCATED IN ZONE 'X' (NO FLOOD HAZARD) AND THAT NO PORTION OF THE SITE IS LOCATED WITHIN A 100-YEAR FLOOD PLAIN.

THIS SUBJECT SITE, 1.) IS A VACANT RESIDENTIAL PROPERTY THAT IS TO HAVE A SINGLE FAMILY RESIDENCE CONSTRUCTED THEREON (TOGETHER WITH ASSOCIATED IMPROVEMENTS, 2.) DOES CONTRIBUTE TO THE OFFSITE FLOWS OF ADJACENT PROPERTIES TO THE WEST (THE PROPOSED DEVELOPED FLOWS WILL BE DIRECTED TO WATER HARVESTING PONDS LOCATED ONSITE, 3.) DOES NOT ACCEPT OFFSITE FLOWS FROM ADJACENT PROPERTIES, 4.) DOES NOT LIE ADJACENT TO A NATURAL OR ARTIFICIAL WATER COURSE.

DRAINAGE CALCULATIONS :

PER SECTION 22.2, HYDROLOGY OF THE DEVELOPMENT PROCESS MANUAL, VOLUME 2, DESIGN CRITERIA FOR THE CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO.

SITE AREA: 0.90 ACRE

PRECIPITATION ZONE: FOUR (4) TABLE A-1

"LAND TREATMENT METHOD" FOR CALCULATIONS OF "Qp", TABLES A-8 & A-9
"LAND TREATMENT FACTORS", TABLE A-4.

PRECIPITATION: 360 = 2.90 IN

1440 = 3.65 IN.

10DAY = 5.95 IN.

EXCESS PRECIPITATION

PEAK DISCHARGE

TREATMENT A	0.80 IN.	2.20 CFS/AC.
TREATMENT B	1.08 IN.	2.92 CFS/AC.
TREATMENT C	1.46 IN.	3.73 CFS/AC.
TREATMENT D	2.64 IN.	5.25 CFS/AC.

EXISTING CONDITIONS: (ORIGINAL)

NEW EXISTING CONDITIONS:

	AREA	AREA
TREATMENT A	0.90 AC.	0.00 AC.
TREATMENT B	0.00 AC.	0.00 AC.
TREATMENT C	0.00 AC.	0.37 AC.
TREATMENT D	0.00 AC.	0.53 AC.

EXISTING EXCESS PRECIPITATION:

WEIGHTED E = (0.80)(0.90)+(1.08)(0.00)+(1.46)(0.00)+(2.64)(0.00) / 0.90 = 0.80 IN.

V100-360 = (0.80)(0.90) / 12 = 0.06000 AC.-FT = 2,613.6 CF

EXISTING PEAK DISCHARGE:

Q100 = (2.20)(0.90)+(2.92)(0.00)+(3.73)(0.00)+(5.25)(0.00) = 1.98 CFS

PROPOSED EXCESS PRECIPITATION:

WEIGHTED E = (0.80)(0.00)+(1.08)(0.00)+(1.46)(0.37)+(2.64)(0.53) / 0.90 = 2.16 IN.

V100-360 = (2.16)(0.90) / 12 = 0.16200 AC.-FT. = 7,056.7 CF

PROPOSED PEAK DISCHARGE:

Q100 = (2.20)(0.00)+(2.92)(0.00)+(3.73)(0.37)+(5.25)(0.53) = 4.16 CFS

Q100 = 2.18 CFS (INCREASE)

V100-360 = 4,443.1 CF (INC)

WASTE WATER HARVESTING POND VOLUME REQUIRED:

PROPOSED 'D' = 23,087.0 SQ. FT.; 0.34" (0.03") x 23,087.0 SQ. FT. = 692.6 CU. FT.

692.6 CU. FT. REQUIRED POND VOLUME

EROSION CONTROL MEASURES:

THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR MANAGEMENT OF STORM RUNOFF DURING CONSTRUCTION. HE SHALL ENSURE THAT THE FOLLOWING MEASURES ARE TAKEN:

- ADJACENT PROPERTY SHALL BE PROTECTED AT ALL TIMES BY CONSTRUCTION OF BERMS, DIKES, SWALES, PONDS, AND OTHER TEMPORARY GRADING AS REQUIRED TO PREVENT STORM RUNOFF FROM LEAVING THE SUBJECT SITE AND ENTERING ADJACENT PROPERTIES.
- ADJACENT PUBLIC RIGHT-OF-WAYS SHALL BE PROTECTED AT ALL TIMES FROM STORM WATER RUNOFF FROM THE SUBJECT SITE. NO SEDIMENT BEARING WATER SHALL BE PERMITTED TO ENTER PUBLIC STREET RIGHT-OF-WAYS.
- THE CONTRACTOR SHALL IMMEDIATELY AND THOROUGHLY REMOVE ANY AND ALL SEDIMENT FROM PUBLIC STREETS THAT HAS BEEN ERODED FROM THE SUBJECT SITE AND DEPOSITED THEREON.

CONSTRUCTION NOTES:

- TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION, CONTRACTOR MUST CONTACT LINE LOCATING SERVICE AT 260-1990 FOR THE ACTUAL FIELD LOCATION OF THE EXISTING SURFACE OF SUB-SURFACE UTILITIES.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL POTENTIAL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM OF DELAY.
- ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY AND HEALTH.
- ALL CONSTRUCTION WITHIN PUBLIC STREET RIGHT-OF-WAY(S) SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE CITY OF ALBUQUERQUE/BERNALILLO COUNTY STANDARDS AND PROCEDURES.

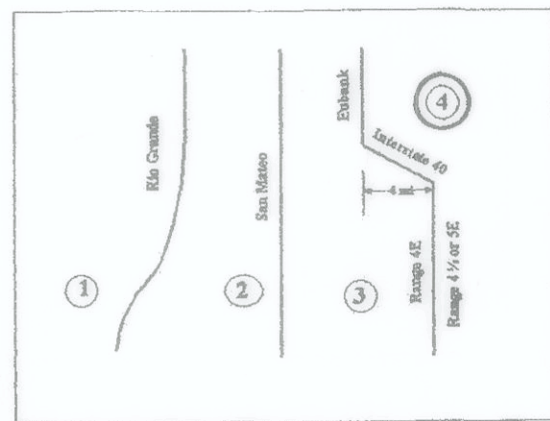
A.1 PRECIPITATION ZONES

Bernalillo County's four precipitation zones are indicated in TABLE A-1 and on FIGURE A-1.

ZONE	LOCATION
1	West of the Rio Grande
2	Between the Rio Grande and San Mateo
3	Between San Mateo and Esplanade, North of Interstate 40; and between San Mateo and the East boundary of Range 4 East; South of Interstate 40
4	East of Esplanade, North of Interstate 40; and East of the East boundary of Range 4 East; South of Interstate 40

Zone	Intensity (2-YR, 10-YR)
1	4.70 (1.84, 3.14)
2	5.05 (2.04, 3.41)
3	5.38 (2.21, 3.65)
4	5.61 (2.34, 3.83)

Zone	Treatment 100-YR (2-YR, 10-YR)			
	A	B	C	D
1	1.29 (0.00, 0.24)	2.03 (0.33, 0.76)	2.87 (0.47, 1.49)	4.37 (1.69, 2.89)
2	1.56 (0.00, 0.38)	2.28 (0.08, 0.95)	3.14 (0.60, 1.71)	4.70 (1.86, 3.14)
3	1.87 (0.00, 0.58)	2.60 (0.21, 1.19)	3.45 (0.78, 2.009)	5.02 (2.04, 3.39)
4	2.20 (0.05, 0.87)	2.92 (0.38, 1.45)	3.73 (1.00, 2.26)	5.25 (2.17, 3.57)



LEGAL DESCRIPTION: TRACT 'C-2-A-1-C', SAUVIGNON SUBDIVISION, ALBUQUERQUE, NEW MEXICO.

BENCH MARK REFERENCE: ACS STATION '5-D22', ELEVATION = 5917.366 (NAVD 88).

NOTE: PROPOSED 12" SQUARE (VARIABLE DEPTH) CATCH BASINS WITH GRATES ARE REFERRED TO 'NDS' DRAINAGE PRODUCTS CATALOG ITEMS PROVIDED BY SOUTHWEST PIPING SUPPLIES, INC., 7928 EDITH N.E., ALBUQUERQUE, NEW MEXICO, (505-898-7473).

(A) → "HISTORIC FLOWS": BEING ACCEPTED AND PASSED THRU ADJACENT WESTERLY TRACT 'C-2-A-1-B', (SAME OWNERS AS THIS SUBJECT PROJECT SITE) = 0.56 CFS, (TREATMENT "C").

Prior to Building Permit (For Information):

- Engineer's Certification, per the DPM Chapter 22.7: Engineer's Certification Checklist For Non-Subdivision is required (Pad Certification).

WATER QUALITY/LANDSCAPE POND:

BASIN 'A', (NORTHERLY PORTION)
PROPOSED 'D' = 14,100.0 SQ. FT.
0.34" (0.03") x 14,100.0 = 423.0 CU. FT. REQUIRED POND VOLUME

POND VOLUME PROVIDED:
26' X 26' WATER QUALITY/LANDSCAPE POND
WITH 3:1 SIDE SLOPES AND 1.0' DEPTH
(MEAN) 23' X 23' = 529.0 SQ. FT.
529.0 SQ. FT. X 1.0' DEPTH = 529.0 CU. FT.
529.0 CU. FT. > 423.0 CU. FT.

SECTION 'A-A' WATER QUALITY/LANDSCAPE POND SCALE: 1" = 4.0'

LEGEND:

TOP OF CURB ELEVATION = TC 5954.71
CURB FLOWLINE ELEVATION = R 5954.80
EXISTING SPOT ELEVATION = 5954.8
EXISTING CONTOUR ELEVATION = 5950
PROPOSED SPOT ELEVATION = 5955
PROPOSED CONTOUR ELEVATION = 5950
PROPOSED OR EXISTING CONCRETE SURFACE = 5950
EXISTING FENCE LINE = 5950

R/S = ROOF SLOPE

Treatment	Land Condition
A	Soil uncompacted by human activity with 0 to 10 percent slopes. Native grasses, weeds and shrubs in typical densities with minimal disturbance to grading, groundwater and infiltration capacity. Closures: Unfilled Arroyos.
B	Irrigated lawns, parks and golf courses with 0 to 10 percent slopes. Native grasses, weeds and shrubs, and soil uncompacted by human activity with slopes greater than 10 percent and less than 20 percent.
C	Soil uncompacted by human activity. Minimal vegetation. Unpaved parking, roads, trails. Most vacant lots. Gravel or rock on plastic (sheet landscaping). Irrigated lawns and parks with slopes greater than 10 percent. Native grasses, weeds, and shrubs, and soil uncompacted by human activity with slopes at 20 percent or greater. Native grass, weed and shrub areas with clay or clay loam soils and other soils of very low permeability as classified by SCS Hydrologic Soil Group D.
D	Impervious areas, pavement and roofs.

NOTE:

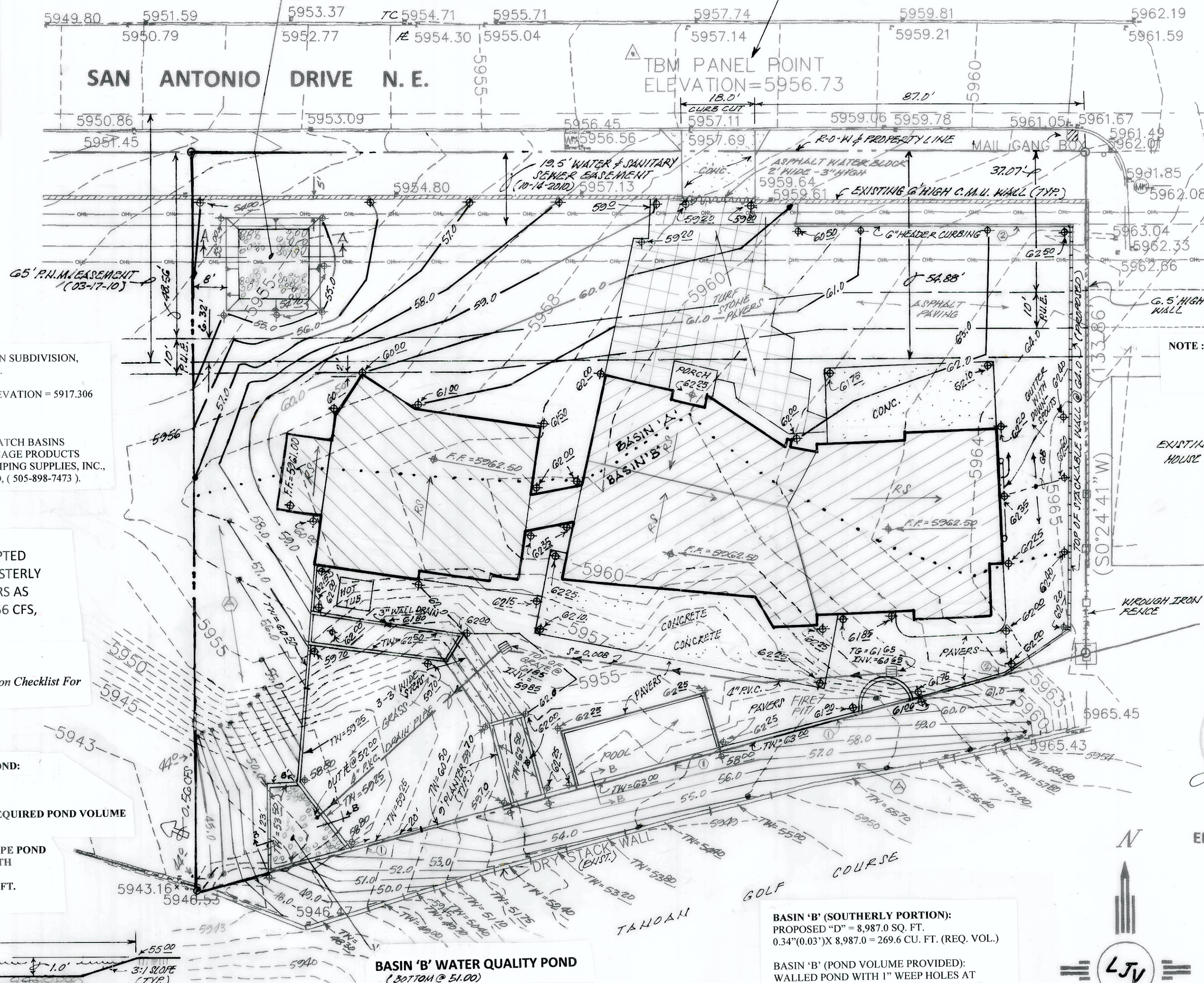
1.) PROPOSED RESIDENTIAL BUILDING LAYOUT IS TO BE PER "ARCHITECTS SITE PLAN" DIMENSIONS.

GENERAL NOTES

- CONTRACTOR TO COORDINATE LOCATION OF ALL UTILITY ENTRANCES INCLUDING BUT NOT LIMITED TO SANITARY SEWER, STORM SEWER, DOMESTIC WATER SERVICE, FIRE PROTECTION WATER SERVICE, ELECTRICAL AND TELEPHONE SERVICE. CONTRACTOR TO COORDINATE LOCATIONS IN SUCH A MANNER TO ASSURE PROPER DEPTHS ARE ACHIEVED, AS WELL AS COORDINATE WITH ANY UTILITY COMPANIES FOR APPROVED LOCATIONS AND SCHEDULING OF CONNECTION TO THEIR FACILITIES.
- CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND BE CONSTRUCTED TO SAME.
- CONTRACTOR SHALL FOLLOW ALL LOCAL, TRIBAL, STATE AND FEDERAL REGULATIONS IN DISPOSING OF DEMOLISHED MATERIALS REMOVED FROM THIS SITE.
- REPAIR UTILITY TRENCHES AND FINISH GRADE FOR DRAINAGE.
- THE CONTRACTOR SHALL CONFORM TO ALL TRIBAL, STATE AND FEDERAL DUST AND EROSION CONTROL REGULATIONS. THE CONTRACTOR SHALL PREPARE AND OBTAIN ANY NECESSARY DUST OR EROSION CONTROL PERMITS FORM REGULATORY AGENCIES.
- THE CONTRACTOR SHALL PROMPTLY REMOVE ANY MATERIAL EXCAVATED WITHIN THE PUBLIC RIGHT-OF-WAY TO KEEP IT FROM WASHING OFF THE PROJECT SITE.
- THE CONTRACTOR SHALL ENSURE THAT NO SOIL ERODES FROM THE SITE ON TO OTHER PROPERTIES BY CONSTRUCTING TEMPORARY EROSION CONTROL BERM OR INSTALLING SILT FENCES AND WETTING THE SOIL TO KEEP IT FROM BLOWING.
- WATERING, AS REQUIRED FOR CONSTRUCTION AND DUST CONTROL, SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO MEASUREMENT OF PAYMENT SHALL BE MADE THEREFOR. CONSTRUCTION AREAS SHALL BE WATERED FOR DUST CONTROL IN COMPLIANCE WITH GOVERNMENT ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND SUPPLYING WATER AS REQUIRED.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS CONCERNING CONSTRUCTION NOISE AND HOURS OF OPERATION.

BASIN 'A' WATER QUALITY POND (BOTTOM @ 54.00')

(REFER TO POND SECTION 'A-A' AND POND CALCULATIONS HEREON).



BASIN 'B' WATER QUALITY POND (BOTTOM @ 51.00')

ENGINEER'S STATEMENT

I, THE ENGINEER OF RECORD CERTIFY THAT I HAVE PERSONALLY VISITED THE SITE AND THE EXISTING GRADES AND CONTOURS DEPICTED ON THIS PLAN MATCH WHAT PRESENTLY EXISTS AT THIS LOCATION.

LEVI J. VALDEZ, NMPE NO. 5693

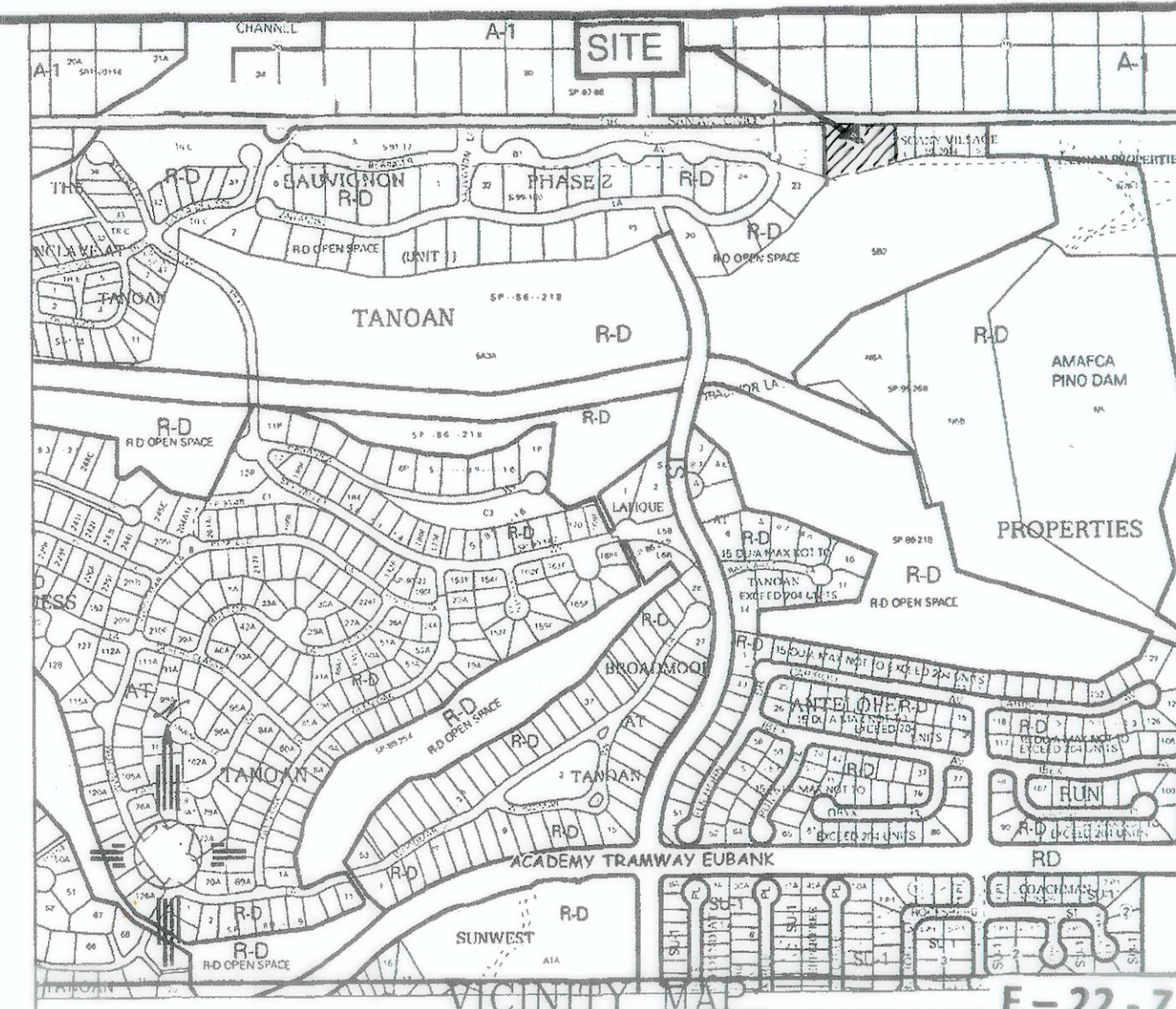
UTILITY PRECAUTIONS:
THE CONTRACTOR SHALL INFORM ITSELF OF THE LOCATION OF ANY UTILITY LINE, PIPELINE, OR UNDERGROUND UTILITY LINE IN OR NEAR THE AREA OF THE WORK IN ADVANCE OF AND DURING EXCAVATION WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PIPELINES, AND UNDERGROUND UTILITY LINES. IN PLANNING AND CONDUCTING EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH STATE STATUTES, MUNICIPAL AND LOCAL ORDINANCES, RULES AND REGULATIONS, IF ANY, PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES.

EROSION CONTROL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
- REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL (CITY) ACCEPTANCE OF ANY PROJECT.

F.E.M.A. NOTE:

THIS PROPERTY IS LOCATED IN ZONE 'X', (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), PER F.E.M.A. FLOOD INSURANCE RATE MAP 35001C0142H, EFFECTIVE DATE AUGUST 16, 2012.



NOTE: EARTH WORK / COMPACTION IS TO BE PERFORMED PER SOILS ENGINEERS' SOILS TEST RECOMMENDATIONS.

MAXIMUM SIDE SLOPES TO BE 3:1

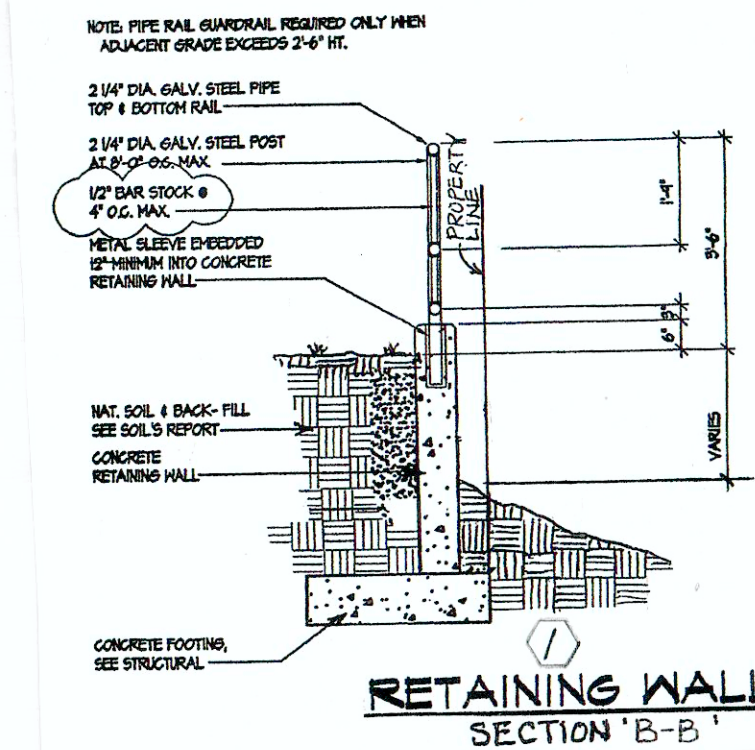
NOTES:

- ALL SPOT ELEVATIONS REPRESENT FLOWLINE ELEVATION UNLESS OTHERWISE NOTED.
- TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THIS PLAN WAS OBTAINED BY COMMUNITY SCIENCES, DATED AUGUST 2018
- ALL DISTURBED AREAS MUST BE RESEED OR LANDSCAPED PRIOR TO FINAL C.O.
- ALL AREAS OUTSIDE THE BUILDING ENVELOPE MUST BE RESEED WITH NATIVE MIX 4. DUE TO EXISTING TOPOGRAPHY AND UNDEVELOPED NATURE OF THE DOWN STREAM AREA, PERIODIC MAINTENANCE OF PONDS AND SWALES ARE REQUIRED.
- REFERENCE TO EASEMENTS WITHIN THE SUBJECT PROPERTY AND SHOWN ON THE PLAN HEREON ARE PER "FINAL PLAT TRACTS 'C-2-A-1-A', 'C-2-A-1-B', AND 'C-2-A-1-C', SAUVIGNON SUBDIVISION, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, (FILED: 04-11-19).

NOTE: RETAINING WALLS SHOWN ON THE PLAN HEREON ARE TO BE DESIGNED BY OTHERS.

11-14-19
Levi J. Valdez
10-18-20

ENGINEER'S SEAL



A PROPOSED PLAN
FOR
PITCHER FAMILY RESIDENCE
12000 SAN ANTONIO DRIVE N.E.
ALBUQUERQUE, NEW MEXICO

GRADING AND DRAINAGE PLAN

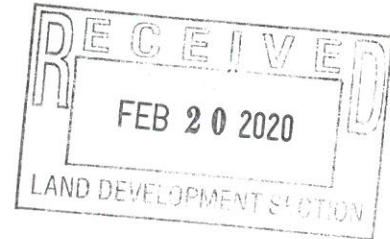
Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

November 21, 2019

Levi Valdez, PE
12800 San Juan NE
Albuquerque, NM 87123



RE: Pitcher Residence
12000 San Antonio NE
Grading Plan Stamp Date: 11/14/19
Hydrology File: E22D007H1

(02-18-20)

Dear Mr. Valdez:

Based on the submittal received on 11/18/19, the grading plan cannot be approved until the following corrections are made:

PO Box 1293

Prior to Grading Permit:

Albuquerque

NM 87103

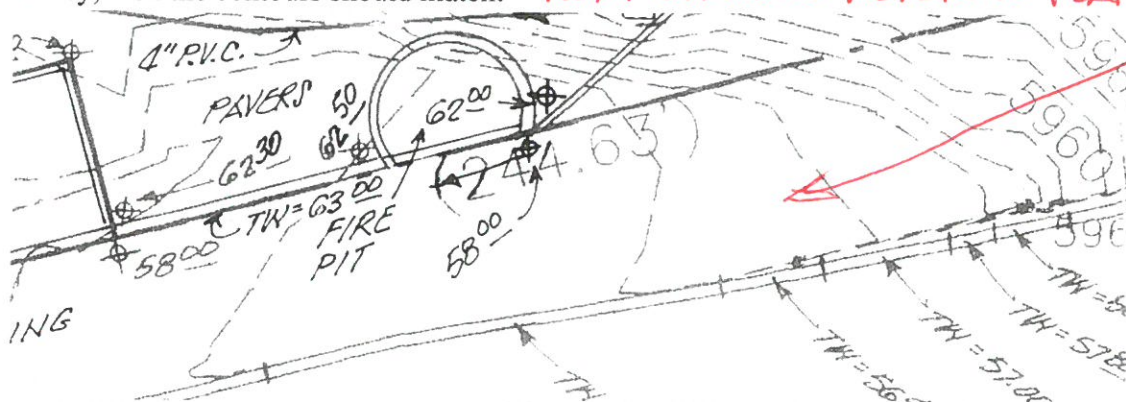
www.cabq.gov

1. Show all easements of record and any utilities. **EASEMENTS SHOWN.**
2. Do not cut the grade or place and buildings in the PUE. **REFER TO ATTACHED P.N.M. APPROVAL DOCUMENT.**
3. Provide written and signed permission from PNM for grading, paving and building construction in their easement. **REFER TO ABOVE ITEM 2.**
4. Provide written and signed permission from the property owner to the south to discharge to their property. Per the approved conceptual grading and drainage plan for this site, no discharge to the south was permitted. **NO DISCHARGE TO SOUTH GOLF COURSE PROPERTY.**
5. Along the south property line, why are the spot elevations on the golf course property shown as several feet higher than the contours? If these are proposed elevations, provide written and signed permission from the adjoining property owner for grading their property. If this is new **REFER TO RESUBMITTAL PLAN AND RECORDED DOCUMENT WITH GOLF COURSE PROPERTY.**



Mayor Timothy M. Keller

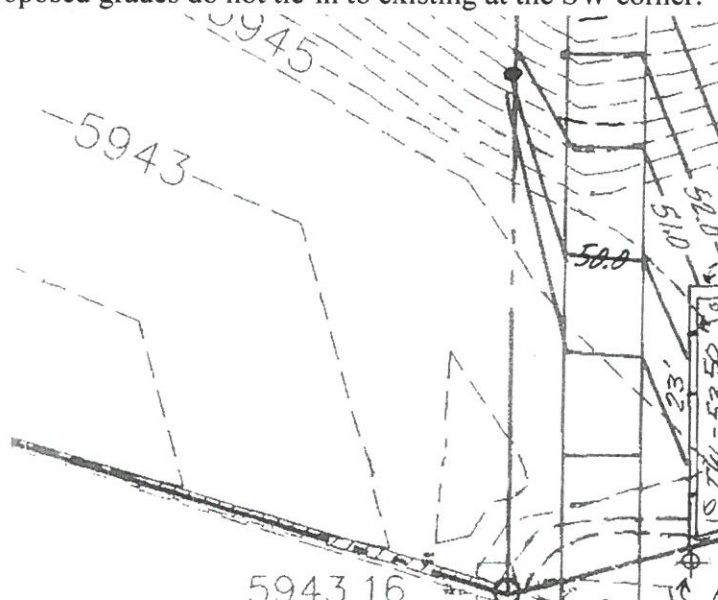
survey, then the contours should match: **NEW GRADING REFER TO PLAN**



6. Provide sections through all external boundaries showing proposed retaining walls, garden walls, property/ROW lines, existing and proposed grades. In accordance with DPM Ch.22, section 5 part B, grading and wall construction near the property line may not endanger adjacent property or constrain its use. **SHOWN ON PLAN**

PO Box 1293

7. Proposed grades do not tie-in to existing at the SW corner:



REFER TO
RESUBMITTAL
PLAN

Albuquerque

NM 87103

www.cabq.gov

8. Include project datum; all elevation need to be provided in NAVD88. **SHOWN ON PLAN**

Prior to Building Permit (For Information):

9. Engineer's Certification, per the DPM Chapter 22.7: *Engineer's Certification Checklist For Non-Subdivision* is required (Pad Certification).

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

10. City acceptance and close-out of the public Work Order (if any) will be required, unless a financial guarantee has been posted. **NONE REQUIRED.**

Prior to Certificate of Occupancy (For Information):

11. Engineer's Certification, per the DPM Chapter 22.7: *Engineer's Certification Checklist For Non-Subdivision* is required to ensure the site and the grades along the property lines were not disturbed during home construction. **WILL PROVIDE.**

If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

Sincerely,

Dana Peterson, P.E.
Senior Engineer, Planning Dept.
Development Review Services

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

A#004721
MT #006563
O# 002740



Public Service Company of New Mexico

EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreement made this 11 day of February, 2020.

by and between (BUYER/BORROWER/OWNER) John David Pitcher III and Jasmine Barnsley Pitcher

whose address is 12000 San Antonio Dr. NE

(hereinafter called "First Party"), (his) (her) (their) (its) heirs, successors and assigns, and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico Corporation (hereinafter called "PNM"), and all collectively hereinafter called "Parties."

WITNESSETH:

WHEREAS, PNM is the Grantee of a certain Easement within the hereinafter described property;

WHEREAS, First Party desires to encroach upon the Easement as more particularly specified hereinafter; and

WHEREAS, PNM has agreed to said encroachment;

NOW THEREFORE, for and in valuable consideration, the receipt of which is hereby acknowledged, PNM does hereby grant First Party the right to encroach upon the Easement only to the extent of, and for the purposes set forth below:

PNM Agreement NO.004721 (Referencing Existing PNM Doc. No. 555.3)

Encroachment of a Drainage Area within a PNM (150) foot Transmission easement in situate within Section 27, T. 11N, R. 04E, N.M.P.M., Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County on 1956, in Plat Book 359, Page 275.

Said encroachment is shown on the drawing attached hereto and made a part hereof as Exhibit "A".

STANDARD ENCROACHMENT GUIDELINES FOR ELECTRIC TRANSMISSION LINES

1. All construction equipment must maintain fifteen (15) feet vertical and horizontal clearance from all wires and structures.
2. All lighting masts/attachments and decorative (or shade) trees must not be more than fifteen (15) feet in height within the Easement.
3. First Party will provide a complete set of development plans to PNM for review and approval. If changes are made as a result of the review process, a final development plan will be provided by First Party to PNM before final approval is granted.
4. When required, First Party shall install a PNM approved barricade for structures affected and incur all costs associated with the barricade installation.
5. First Party shall comply with National Electrical Safety Code clearance requirements for any developments near power lines.

By granting the aforesaid right to encroach PNM does not waive or relinquish any rights or benefits that it may have, either expressed or implied, under or by reason of the Easement, including, but not limited to, the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain its electric lines (including underground electric lines) and other electric equipment, fixtures, appurtenances and structures that are now located, or may in the future be located, on, over, beneath, through and across the Easement. First Party, at its sole cost and expense, agrees to remove or relocate its encroachment upon the written request of PNM within 90 days of such written request. First Party appoints PNM as its agent to accomplish said removal or relocation at First Party's expense if First Party fails to remove or relocate such encroachment within such time period.

PNM
REFERENCE
NUMBER

In consideration of PNM granting First Party the right to encroach upon the Easement, First Party hereby agrees to indemnify and hold harmless PNM, its officers, employees or agents, from any and all claims whatsoever when such claims directly or indirectly arise out of the existence, construction, maintenance, operation, repair, condition, use or presence of the encroachment upon the Easement, or are caused by, or arise out of, the acts or omissions of First Party, its officers, employees or agents; **provided**, however, that notwithstanding anything to the contrary in this paragraph, First Party shall not be required to indemnify PNM, its employees or agents against those claims for personal injuries or damages to property caused by or resulting from, in whole or in part, the negligence, act or omission of PNM, its officers, employees or agents.

In consideration of PNM permitting First Party to encroach upon the Easement, First Party agrees that PNM shall not be responsible for any damage caused to facilities, equipment, structures or other property of First Party if damaged by reason of PNM's use of Easement.

First Party shall comply with all applicable laws, ordinances, rules and regulations enacted or promulgated by any federal, state or local governmental body having jurisdiction over First Party's encroachment.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, personal representatives, mortgagees, lessees, tenants, successors and assigns of the Parties hereto; **provided**, however, that no such heir, executor, administrator, personal representative, mortgagee, lessee, tenant, successor or assign of First Party shall have the right to use, alter or modify the encroachment in a manner which will increase the burden of the encroachment on the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

FIRST PARTY

PUBLIC SERVICE COMPANY OF NEW MEXICO

By:

Fernando Vigil
Fernando Vigil, Manager, Land Management Department

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } SS

This instrument was acknowledged before me on February 17, 20 20
By Fernando Vigil, Manager, Land Management Department of the Public Service Company of New Mexico, a New Mexico
corporation, on behalf of said corporation.

My commission expires:
(Seal)

5/31/2022



OFFICIAL SEAL
Linda D. Lewis
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: _____

Linda D. Lewis
Notary Public

STATE OF NEW MEXICO

ACKNOWLEDGEMENT

COUNTY OF BERNALILLO } SS

This instrument was acknowledged before me on FEBRUARY 11, 20 20

By

John David Pitcher III and Jasmine Barnsley Pitcher

My commission expires:
(Seal)



OFFICIAL SEAL
ROBERT LOPEZ
NOTARY PUBLIC-STATE OF NEW MEXICO
My Commission Expires 3-3-2022

Robert Lopez
Notary Public

ACKNOWLEDGEMENT FOR CORPORATIONS

STATE OF _____

COUNTY OF _____ } SS

This instrument was acknowledged before me on _____, 20____

By

(Name of Officer)

(Title of Officer)

of

(Corporation Acknowledgement)

a _____ corporation, on behalf of said corporation.

(State of Incorporation)

Said officer acknowledges s/he is the duly authorized signatory of said corporation.

My commission expires:
(Seal)

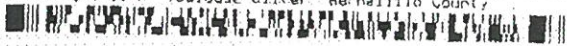
Notary Public

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

American Golf Corporation
6080 Center Drive, Suite 500
Los Angeles, CA 90045
Attn: Legal Department

Doc# 2015010060

02/05/2015 11:33 AM Page 1 of 18
EASE R \$25.00 M Toulouse Oliver Bernalillo County



RECIPROCAL EASEMENT AND COVENANT AGREEMENT

THIS RECIPROCAL EASEMENT AND COVENANT AGREEMENT (this "Agreement") is made as of February 3, 2015 (the "Execution Date"), by and between NGP REALTY SUB, L.P., a Delaware limited partnership ("Golf Owner") and GALBRETH LAND DEVELOPMENT COMPANY, LLC, a New Mexico limited liability company ("Residential Property Owner").

1. PRELIMINARY

1.1 Parties and Properties. Residential Property Owner is the owner of the Residential Property and Golf Owner is the owner of the Golf Property.

1.2 Purposes. The Parties desire to create certain agreements for the benefit of each Property, and to grant to each Property certain reciprocal easements and rights, with respect to the other Property. The Golf Property is currently being used and operated as a golf club and golf course, and the Residential Property has been subdivided and become a residential development (such development is not a contingency to this Agreement). Such rights, agreements and easements shall inure and pass with each Property (as they be hereafter subdivided or otherwise developed) and shall apply to and bind the respective successors in interests thereof, and shall otherwise run with land.

1.3 Consideration. In addition to the grant of rights from Residential Property Owner to Golf Course Owner, Residential Property Owner shall be required to deliver Ten Thousand Dollars (\$10,000) to Golf Property Owner prior to the effectiveness of this Agreement.

1.4 Definitions. For the purposes of this Agreement, the terms defined in this Agreement shall have the meanings set forth below whenever such terms are used in this Agreement, unless the content clearly indicates a different meaning.

(a) "Agreement": This Reciprocal Easement Agreement.

(b) "Governmental Regulations": Any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision whether now in force or which may hereafter be in force.

(c) **"Lienholder"**: Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Property.

(d) **"Property"** or **"Properties"**: Individually or collectively, the Golf Property as described on Exhibit A hereto, the Residential Property as described on Exhibit B hereto, together with any parcel or lot within each of them (whether now existing or hereafter created).

(e) **"Party"** or **"Parties"**: Golf Property Owner and Residential Property Owner, and their respective successors and assigns that become owners of any portion of any Property. An Owner transferring ownership of all or any portion of its interest in its Property shall give notice to all other Parties of such transfer and shall include therein at least the following information: (i) the name and address of the new Owner; and (ii) a reasonably adequate description of the portion of the Property transferred.

(f) **"Person"**: Individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(g) **"Restrictions"**: The easements, covenants, restrictions, liens and encumbrances fixed and established upon the Properties (or any of them) pursuant to this Agreement.

2. EASEMENTS, LICENSES AND COVENANTS

2.1 Construction License. Golf Property Owner hereby grants to Residential Property Owner, its servants, independent contractors, agents, and invitees a temporary and revocable license (the **"License"**) on the Golf Property to construct, install, maintain, repair, modify or replace (collectively, the **"Permitted Activities"**) the Sewer Line (as hereafter defined), Golf Cart Path Easement (as hereinafter defined) and Fence (as hereinafter defined). Residential Property Owner may only use the License in accordance with Section 3 below.

2.2 Golf Course Play Easement

(a) Residential Property Owner hereby grants to Golf Property Owner along with its servants, independent contractors, agents, members, guests, licensees and invitees (collectively, the **"Golf Course Users"**), a perpetual, nonrevocable and nonexclusive easement over and across the Residential Property for the following purposes:

(i) Retrieval of golf balls, including (but not limited to) the right to enter on the Residential Property for that purpose, provided the right to retrieve golf balls shall only extend to non-enclosed portions of the Residential Property or lots, and Golf Property Owner will use reasonable efforts to cause the person retrieving the golf balls to do so in a reasonable manner and repair any damage caused solely by entry onto the Residential Property to retrieve the golf ball;

(ii) Flight of golf balls over, across, and upon the Residential Property;

(iii) Doing of every act appropriate and incident to the playing of golf and other recreational activities on the Golf Property, including, but not limited to, the operation of

lighting facilities for operation of tennis, swimming, driving range, and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities;

(iv) Creation of noise related to the normal maintenance and operation of the business of the Golf Property, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening; and

(v) For the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Residential Property located adjacent to the Golf Property.

(b) Damage by Errant Golf Balls. Residential Property Owner, for itself and each and every subsequent owner of the Residential Property, hereby acknowledges and agrees that the existence of a golf course on the Golf Property is beneficial and highly desirable; however, Residential Property Owner acknowledges and agrees that portions of the Residential Property located adjacent to the Golf Property are subject to the risk of damage or injury due to errant golf balls. Residential Property Owner, for itself and each subsequent owner of the Residential Property, their successors and assigns, hereby assumes the risk of damage and injury and hereby releases Golf Property Owner and American Golf Corporation ("AGC"), their lessees, affiliates, subsidiaries, principals, employees, agents, officers, directors, partners, members, lenders, successors and assigns (collectively, the "AGC Parties"), from any and all liability for damage or injury caused by errant golf balls in, on, or around the Residential Property, and agrees to indemnify and hold Golf Property Owner and each of the AGC Parties harmless from any and all claims, actions, costs or liability arising from any damage, injury or death caused, directly or indirectly, by golf balls flying, landing, hitting, or resting in or around the Residential Property. The obligation to indemnify, defend, and hold harmless shall pass with title to each portion of the Properties, and once an owner or lessee of land within a Property has conveyed title to such Property, the obligation ceases as to that owner for all subsequent occurrences and that obligation passes to the new owner or lessee.

2.3 Sewer Line Easement.

(a) Golf Property Owner grants to Residential Property Owner a temporary easement ("Sewer Easement") under, upon and across the Golf Property for the construction, installation, maintenance, repair, modification, replacement and operation of a sanitary sewer line (the "Sewer Line"). The Sewer Line shall be constructed in accordance with the requirements of Section 3 below. The area of the Sewer Easement with respect to the Golf Property is marked and shown on Exhibit C attached hereto as the "20' Temporary Sanitary Sewer Easement Area", and Residential Property Owner may not use any other portion of the Golf Property for the Sewer Easement. Upon the City of Albuquerque's acceptance of a sewer easement from Golf Property Owner, the Sewer Easement shall automatically terminate.

(b) Residential Property Owner covenants that any additional flows from the Sewer Line entering the existing sewer line from or through any portion of the Residential Property will not over tax, interfere or cause any disruption or diminishing of flow through the existing system. Additionally, Residential Property Owner will, upon demand, defend, indemnify and save harmless Golf Property Owner and each of the AGC Parties from and

against any claims or loss relating to the Sewer Line which may relate to events occurring prior to the date upon which the sewer line is granted to the City of Albuquerque.

2.4 Fence and Backyard Easement. The Residential Property Owner shall have a perpetual, nonrevocable easement over the portion of the Golf Property shown and marked on Exhibit "C" attached hereto as the "Fence and Backyard Easement". Within the Fence and Backyard Easement, the Residential Owner has erected a retaining wall, the location of which is shown on Exhibit "C". The Residential Owner can erect more retaining walls as shown on Exhibit "C" subject to the terms herein. The Residential Owner shall be responsible for the construction, maintenance, repair, replacement and improvement of the retaining walls, and any and all other improvements made within the Fence and Backyard Easement. The Residential Owner shall have the right to carry on all activities that are customary "backyard" activities within the Fence and Backyard Easement, including, but not limited to, landscaping, installing a moveable fiberglass prefabricated hot tub of approximately nine (9) feet by nine (9) feet in size, installing a gazebo, installing a patio, and the ability to install fences within the Fence and Backyard Easement. The Residential Property Owner shall also have the right to erect additional retaining walls behind (to the north of) the existing retaining walls for purposes of reinforcement of the existing retaining walls in the location as shown on Exhibit "C", provided that any such additional retaining walls will not have a height higher than the existing wall. Prior to the construction of any such additional retaining walls, Residential Property Owners shall coordinate matters with Golf Property in accordance with Section 3.1(b) of this Agreement. The Golf Property Owner specifically grants an easement over the Golf Property for the current existing retaining walls as shown on Exhibit "C".

2.5 Golf Cart License. Provided that Residential Property Owner has a valid and in good standing Private Cart Agreement with the Golf Property Owner, Golf Property Owner will grant to Residential Property Owner a cart path license over the portion of the golf cart path on the Golf Property as generally shown and depicted on Exhibit C as the "Golf Cart Path License". Residential Property Owner shall be responsible for the construction, maintenance, repair, replacement and improvement of the Golf Cart Path License in accordance with the requirements of Section 3 below. All expenses for the construction, maintenance, repair, replacement and improvement of the Golf Cart Path License shall be borne by Residential Property Owner, all of which shall be due or completed (as applicable) by not later than 30 days after Golf Property Owner's request therefore. By not later than 8 weeks after Golf Property Owner's request therefore, Residential Property Owner shall, at its sole cost and expense, install a locked gate (the size and character of which is subject to Golf Property Owner's prior written approval) providing access from the Residential Property to the Golf Property. Residential Property Owner shall be responsible for all maintenance, repair, replacement and improvement relating to such gate. The Owners will coordinate efforts to grant Members access from the locked gate.

3. CONSTRUCTION AND DEVELOPMENT.

3.1 Access and Coordination. During any Permitted Activity on the Golf Property with respect to the Sewer Line, Fence and Backyard Easement, or Golf Cart Path Easement.

(a) Access. The Residential Property Owner may only use the Golf Property in accordance with this Agreement.

(b) Coordination between the Parties.


(i) Designated Representatives. Prior to commencement of any Permitted Activities, Residential Property Owner shall designate in writing to Golf Property Owner an individual that will be involved in the Permitted Activity and who has the authority to bind Residential Property Owner in connection therewith (the "**Residential Designated Representative**"). Golf Property Owner shall within ten (10) days after receipt of such notice from Residential Property Owner designate an individual who has authority to bind Golf Property Owner with regards to the same (the "**Golf Designated Representative**"; and together with the Residential Designated Representative, the "**Designated Representatives**"). The initial Designated Representatives are:

Golf Designated Representative:

Tanoan Country Club
10801 Academy Road Northwest
Albuquerque, New Mexico 87111
Attn: General Manager

Residential Designated Representative:

Dr. William Galbreth
4830 Juan Tabo, NE, Suite H
Albuquerque, New Mexico 87111



(ii) Coordination. The Designated Representatives shall meet from time to time, as often as necessary, in order to coordinate the Permitted Activities and the easements and licenses granted herein so as to reduce disturbance to Golf Property Owner's use of the Golf Property and Residential Property Owner's use of the Residential Property. Such coordination may include, among other things, scheduling for delivery of equipment and materials, storage of equipment and materials, and any other matters of concern to Golf Property Owner and Residential Property Owner.

(iii) Plans and Specifications. Residential Property Owner shall not commence any Permitted Activity unless and until it has obtained the Golf Designated Representative's written approval to the plans, specifications and schedule for such Permitted Activity. To the extent such approval has been obtained, then Residential Property Owner may commence and complete the Permitted Activity in accordance with such approval, it being understood that any material deviations from the approved plans and specifications shall require the further prior written consent of the Golf Designated Representative.

(c) Mechanic's Liens. Residential Property Owner shall not permit any mechanics' or materialmen's liens to be placed upon the Golf Property as a result of any Permitted Activity, and shall within 10 days of Golf Property Owner's request therefor (1) discharge such liens, or (2) otherwise obtain an order, pursuant to Section 48-2-9 NMSA 1978, cancelling any such lien upon the posting of sufficient security. Residential Property Owner shall, upon demand, indemnify, defend and hold Golf Property Owner, the Golf Property and each AGC Party harmless from and against such liens. It is expressly

understood and agreed that as a condition to any Permitted Activity, the Golf Designated Representative may require Residential Property Owner to provide completion bonds in favor of Golf Property Owner with respect to such Permitted Activity in an amount reasonably determined by Golf Designated Representative.

(d) Repair of Damage to Premises. If requested by Golf Property Owner, Residential Property Owner shall promptly repair all damage to the Golf Property cause during any Permitted Activity.

3.2 Requirements All work performed in connection with any Permitted Activity shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Golf Property or any part thereof, or (ii) customer use of the facilities on the Golf Property.

3.3 Indemnity. In addition to the indemnification provided elsewhere in this Agreement, Residential Property Owner shall indemnify, defend, protect and hold Golf Property Owner and each AGC Party harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs and reasonable attorneys' fees and court costs on appeal) arising out of or related to injury to or death of any person or damage to or destruction of any property occurring on the Golf Property and arising out of or resulting from any Permitted Activity, Sewer Easement, Fence and Backyard Easement and Golf Cart License.

4. EFFECT OF SALE BY PARTY

In the event an Owner assigns all or any portion of its interest in its Property, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with such Property (or portion thereof) arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the assignment. The subsequent Owner of any such Property or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to such Property or portion thereof after the date of assignment, whether or not a notice of assignment is delivered.

5. DEFAULT

5.1 Cure Period If any Owner fails to perform any provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other Owner may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law, provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Owner is diligently proceeding to rectify the particulars of such failure.

5.2 Self-Help. In the event of an Owner's failure to perform any provision of this Agreement, then, upon the expiration of the cure period provided in Section 5.1, and upon an additional ten (10) days' prior written notice (except that no additional notice shall be required in

an emergency), the nondefaulting Owner shall have the right, but not the obligation, to enter upon the defaulting Owner's Property to cure such default for the account of and at the expense of the Owner of such Property, unless in a nonemergency situation, the Owner of such Property commences to cure such default within such ten (10) day period and thereafter diligently pursues such cure to completion. If the nondefaulting Owner exercises its self-help right, then, within ten (10) days after receipt of an invoice from such nondefaulting Owner, the defaulting Owner shall reimburse to such nondefaulting Owner all costs reasonably incurred by the nondefaulting Owner in curing such default, plus an administrative fee of fifteen percent (15%) of such costs. In the event that the defaulting Owner does not pay such amount as and when provided in the preceding sentence, the nondefaulting Owner shall have the right (which is expressly hereby granted by the defaulting party) to record and enforce a lien against the defaulting Owner's Property to collect any amounts owing to the nondefaulting Owner under this Section 5.2.

5.3 Remedies Cumulative. In addition to the remedies set forth in this Agreement, each Owner shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any Owner shall exclude any other remedy herein or by law provided, but each shall be cumulative.

6. GENERAL PROVISIONS

6.1 Successors and Assigns. This Agreement and all of the rights, obligations, duties, covenants, conditions and restrictions contained herein, (i) are binding upon the Owners and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, and (ii) inure to the benefit of the Owners and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, enforceable as equitable servitudes and constituting covenants running with the land pursuant to applicable law. Each covenant to do or to refrain from doing some act on each Property (A) is a burden on such Property and is for the benefit of each other Property, (B) runs with each Property, and (C) shall be binding upon each successive owner of a Property during its ownership of such Property, or portion thereof or interest therein, and each person or entity having any interest therein derived in any manner, and shall benefit each successive Owner of a Property during its ownership of such Property, or portion thereof or interest therein, and each person or entity having any interest therein derived in any manner. Accordingly, references in this Agreement to "Residential Property Owner" and "Golf Property Owner" shall mean (with respect to all or any portion of their Property) such Owners and their respective heirs, successors and assigns.

6.2 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the terms of this Agreement, any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law.

6.3 Modification and Termination. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of all of the Owners at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the Owners and recorded in the office of the county recorder where the Properties are located.

6.4 Method of Approval. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction (collectively, an "approval") is required of an Owner pursuant to this Agreement, it shall not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific time period, approval shall be given within thirty (30) days after receipt of written request for approval. If an Owner neither approves nor disapproves within the required time period, then the Owner requesting approval shall have the right to send a second written request for approval. If such second request states on its face in all capital letters that failure to respond thereto within thirty (30) days shall be deemed approval, then the failure to respond within such thirty (30) day period shall constitute the approval of the Owner from whom approval was requested. Except with respect to approvals which are deemed approved pursuant to the preceding sentence, all approvals (including conditional approvals) and disapprovals shall be given or made in writing.

6.5 Estoppel Certificates. Any Owner may, at any time and from time to time, in connection with the assignment or sublease of the Owner's Property, or in connection with the financing or refinancing of the Owner's interest in its Property by bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver written notice to the other Owners requesting such Owner to execute certificates certifying that to the best knowledge of the other Owners, (i) neither the requesting Owner nor any other Owner is in default in the performance of its obligations under this Agreement, or, if a default is alleged, specifically describing the nature and amount thereof, and (ii) confirming that this Agreement has not been amended (or, if so, identifying the amendments), and is in full force and effect. Each Owner shall execute and return such a certificate within thirty (30) days after receipt of a request therefor. The Owners acknowledge that such certificates may be relied upon by transferees, mortgagees, deed of trust beneficiaries and leaseback lessors. Such statement shall act as a waiver of any claim by the Person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the Person furnishing it to any liability for the negligent or inadvertent failure of such person to disclose correct and/or relevant information (but it shall estop such person from making assertions contrary to those set forth in this certificate for the period covered by this certificate) or challenge acts committed by other Parties for which approval was required but not sought or obtained.

6.6 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any Owner to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any Owner whose interest is acquired by foreclosure, trustee's sale or otherwise.

6.7 Notices.

(a) All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail (postage prepaid, return receipt requested) or by United States express mail or other established express delivery service (such

as Federal Express), addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Properties are located.

Golf Property Owner:

American Golf Corporation
6080 Center Drive, Suite 500
Los Angeles, CA 90045
Attn: Legal Department

Residential Property Owner:

Galbreth Land Development Company, LLC
4830 Juan Tabo, North East, Suite H
Albuquerque, NM 87111

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon receipt

(b) For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

6.8 Waiver. The failure of an Owner to insist upon strict performance of any of the terms contained herein shall not be deemed a waiver of any rights or remedies that said Owner may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms contained herein by the same or any other Owner.

6.9 Attorneys' Fees. If any Owner initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorney's fees on any appeal).

6.10 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

6.11 Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties. Each Owner shall be considered a separate Owner and no Owner shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

6.12 No Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

6.13 Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

6.14 Interpretation. Whenever the context requires in construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar import) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Sections refer to the Sections of this Agreement.

6.15 Counterparts; Entire Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject restrictions and easements affecting the Properties.

6.16 Joint and Several Obligations. In the event any Owner hereto is composed of more than one person, the obligations of said Owner shall be joint and several.

6.17 Recordation. This Agreement shall be recorded in the office of the county recorder where the Properties are located.

6.18 Limitation on Liability. No natural persons who constitute or are members of any Owner hereunder, including officers, directors, employees or agents thereof, shall ever have any personal liability with respect to any of the terms, covenants, conditions and provisions of this Agreement. In the event of a default of an Owner hereunder, the Owner who seeks recovery from the defaulting Owner shall look solely to the interest of such defaulting Owner in such defaulting Owner's Property for the satisfaction of each and every remedy of the nondefaulting Owner; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Owner to pursue equitable relief in connection with any restriction of this Agreement, including a proceeding for a temporary restraining order, preliminary injunction, permanent injunction or specific performance.

6.19 Lienholder Protection. This Agreement, the rights, privileges, covenants, agreements and easements hereunder with respect to each Owner and Property, shall be superior and senior to any lien placed upon any Property, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or

impair the lien of any mortgage or deed of trust made in good faith and for value, but all the covenants and restrictions, easements and conditions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any person (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

6.20 Time of Essence; Force Majeure. Time is of the essence with respect to the performance of each obligation of this Agreement. Whenever performance is required by any person or entity hereunder, such person or entity shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of such person or entity, then the time for performance as herein specified shall be extended by the amount of the delay actually so caused. Notwithstanding the foregoing, the provisions of this section shall not operate to excuse any person or entity from the prompt payment of any monies required by this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

Golf Property Owner:

NGP Realty Sub, L.P.

a Delaware limited partnership

By: NGP Realty Sub GP, LLC, its General Partner

By: _____

Its: _____

Residential Property Owner:

GALBRETH LAND DEVELOPMENT
COMPANY, LLC,

a New Mexico limited liability company

William E. Galbreth
By: William E. Galbreth
Its: Manager

On _____, 2015, before me, _____, a
Notary Public, _____ personally appeared _____

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____ (seal)

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } ss

I certify under PENALTY OF PERJURY under the laws of the State of New Mexico that the foregoing paragraph is true and correct.

Signature: Katrina Johnson (seal)

My Commission Expires: 11-18-2017

impair the lien of any mortgage or deed of trust made in good faith and for value, but all the covenants and restrictions, easements and conditions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any person (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

6.20 Time of Essence; Force Majeure. Time is of the essence with respect to the performance of each obligation of this Agreement. Whenever performance is required by any person or entity hereunder, such person or entity shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of such person or entity, then the time for performance as herein specified shall be extended by the amount of the delay actually so caused. Notwithstanding the foregoing, the provisions of this section shall not operate to excuse any person or entity from the prompt payment of any monies required by this Agreement.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

Golf Property Owner:

NGP Realty Sub, L.P.

a Delaware limited partnership

By: NGP Realty Sub GP, I.L.C, its General Partner

Rick C Rosen

By: Rick Rosen

Its: CFO

Residential Property Owner:

GALBRETH LAND DEVELOPMENT

COMPANY, LLC,

a New Mexico limited liability company

William E. J. J. J.

By: William E. J. J. J.

Its: Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of Los Angeles

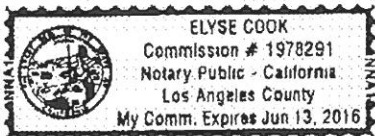
On Feb 3, 2015 before me, Elyse Cook, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rick Rosen
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Reciprocal Easement Document Date: 02/05/15
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2015, before me, _____, a
Notary Public, _____ personally appeared

_____ who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

My Commission Expires: _____

*See Attached
Loose Certificate*

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

On April 15, 2015, before me, William E. Galbreth, a
Notary Public, personally appeared William E. Galbreth, Member of Galbreth Land
Development Company, LLC, a New Mexico limited liability company, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Mexico that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature William E. Galbreth (seal)

My Commission Expires: 11/15/17

Exhibit A

Golf Property

Tract 5-B-2, Tanoan Properties, as shown on the plat of Tanoan Properties recorded in the Bernalillo County, New Mexico real estate records on June 20, 1986, in Vol. C30, Folio 155, and as shown on Exhibit "C" attached hereto.

Exhibit B

Residential Property

Lots 1 through 5, inclusive, as the same are shown and designated on the Plat thereof, recorded in the Bernalillo County, New Mexico real estate records on May 12, 2012, in Book 2012C, Page 63, as Document No. 20122051161

Tract N-7-A-1, Tanoan Properties, as the same is shown and designated on the Bulk Land Plat of Tract N-7-A-1, Tanoan Properties, recorded in the Bernalillo County, New Mexico real estate records on August 2, 2012, in Book 2012C, Page 87, as Document No. 2012078341

Tract C-2-A-1, Sauvignon Subdivision, as the same is shown on the Plat of Tracts C-2-A-1 and C-2-A-2, Sauvignon Subdivision, recorded in the Bernalillo County, New Mexico real estate records on May 21, 2012, in Book 2012C, Page 63, as Document No. 20122051161 ✓

