

# TIERRA WEST, LLC

8509 Jefferson NE  
Albuquerque, NM 87113

(505) 858-3100  
fax (505) 858-1118

e-mail: twdms@aol.com  
1-800-245-3102

February 27, 2001

Mr. Fred Aguirre, PE  
City Engineer  
City of Albuquerque  
600 2<sup>nd</sup> Street NW  
Albuquerque, New Mexico 87103

RE: Shops @25(F17-D46A) - Drainage Re submittal

Dear Mr. Aguirre:

This letter is in response to your written comments dated February 23, 2001. We revised the grading plan and drainage report to address your comments as follows:

1. A legible copy of grading plan.  
**A legible copy of the Grading Plan has been Included in the revise Drainage Report.** ✓
2. Calculations for the proposed rip rap.  
**The design calculations have been added to Appendix A of the revised Drainage Report.** ✓
3. Verification that the 42" Storm Drain will fit in the back of the existing catch basin in Jefferson.  
**A cross section of the existing inlets showing the new penetration has been provided on the profile sheet, sheet 2 of 2.** ✓
4. Identify the maintenance responsibilities for the private off-site desiltation ponds and riprap channel. *need*  
**The maintenance responsibility for the temporary ponds was added as note #4 on sheet 1 of 2. The maintenance responsibility for the drainage swale has been added as note #5 on the same sheet.** *coven ants.*
5. Adequacy of the proposed water blocks at each entrance to the site  
**The flow within the private loop road has been analyzed and the analysis of the adequacy of the water block is included within Appendix A of the revised Drainage Report.** ✓
6. Disclose the document, in the report, that permits cross-lot drainage  
**The cross-lot drainage easements are discussed in the existing conditions portion of the revised drainage report. A copy of the plat that granted the easement was included in Map Pocket B of the report.** *plat ok*

7. Label the drainage plans 1 of 2, 2 of 2, etc  
**The numbering of the sheet was modified appropriately.**

8. Provide a signature block for our approval on the grading plan.  
**A Rough Grading Approval signature block was added to the plan.**

We feel we have adequately addressed all of your comments. We therefore request approval for Building Permit of the Grading Plan and Drainage report. Should you have any questions regarding this submittal, please do not hesitate to call me.

Sincerely,



David Soule, P.E.

Enclosures

cc: Mr. Brian Parks

JN 200030  
ds

200030fa022801



# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 23, 2001

Ron Bohannon, PE  
Tierra West, LLC  
8509 Jefferson NE  
Albuquerque, NM 87113

**RE: Drainage Report for Shops @ 25**  
**Plan dated January 18, 2001**  
**Drainage File # F17/D46A Tract I**  
**Request for Site Development Plan for Building Permit, Building Permit Approval, and**  
**Grading Permit**

Dear Mr. Bohannon:

The referenced drainage report is approved for Site Development Plan for Building Permit. Prior to building permit and grading permit approval the following items must be addressed:

1. A legible copy of the grading plan. ✓
2. Calculations for the proposed rip-rap. ✓
3. Verification that the 42" storm drain will fit the back of the existing catch basin in Jefferson. ✓
4. Identify the maintenance responsibilities for the private off-site desiltation ponds and rip-rap ✓ channel.
5. Adequacy of the proposed water blocks at each entrance to the site. ✓
6. Disclose the document, in the report, that permits cross-lot drainage. ✓
7. Label the drainage plans 1 of 2, 2 of 2, etc. ✓
8. Provide a signature block for our approval on the grading plan. ✓

If I can be of further assistance, please feel free to contact me at 924-3999.

Sincerely,

Fred J. Aguirre, PE  
City Engineer

cc: Terri Martin  
David Soule  
File



**Tierra West, LLC.**

(505) 858-3100

8509 Jefferson NE, Albuquerque, NM 87113

TO Fred Aguirre  
City Engineer  
City of Albuquerque  
Plaza Del Sol

## LETTER OF TRANSMITTAL

DATE: 2/28/01	JOB NO: 200030
ATTENTION: Fred	
RE: Shopes@25	

WE ARE SENDING YOU ☐ Attached ☐ Under Separate cover via \_\_\_\_\_ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ \_\_\_\_\_

COPIES	DATED	NO.	DESCRIPTION
1			Revise Grading Plan

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ FOR SIGNATURE(S)

☐ For your use ☐ Approved as noted ☐ \_\_\_\_\_

☐ As requested ☐ Returned for corrections

☐ For review and comments ☐ \_\_\_\_\_

☐ FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS \_\_\_\_\_

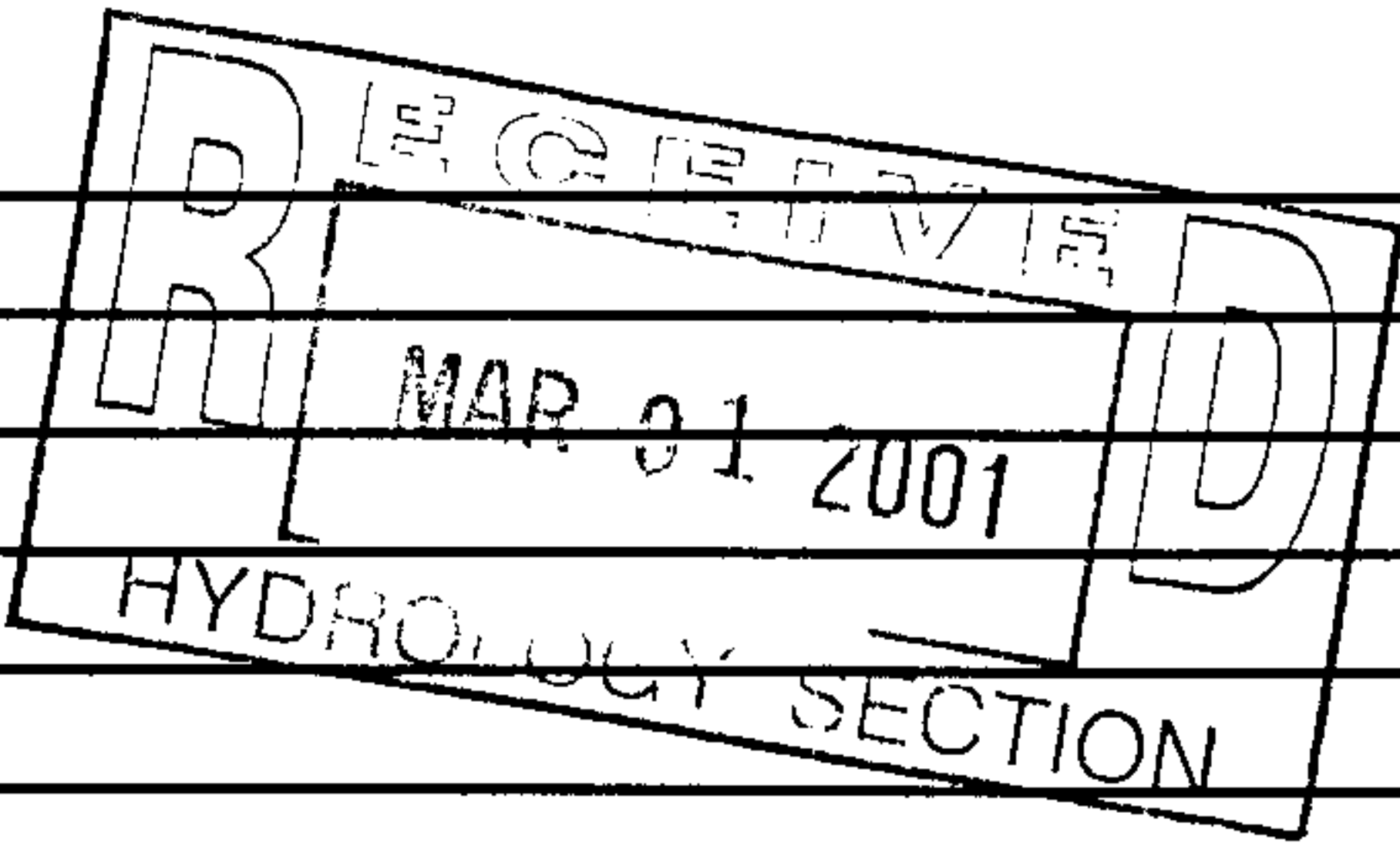
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



COPY TO \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ SIGNED David Soule

# REVISED DRAINAGE REPORT

for

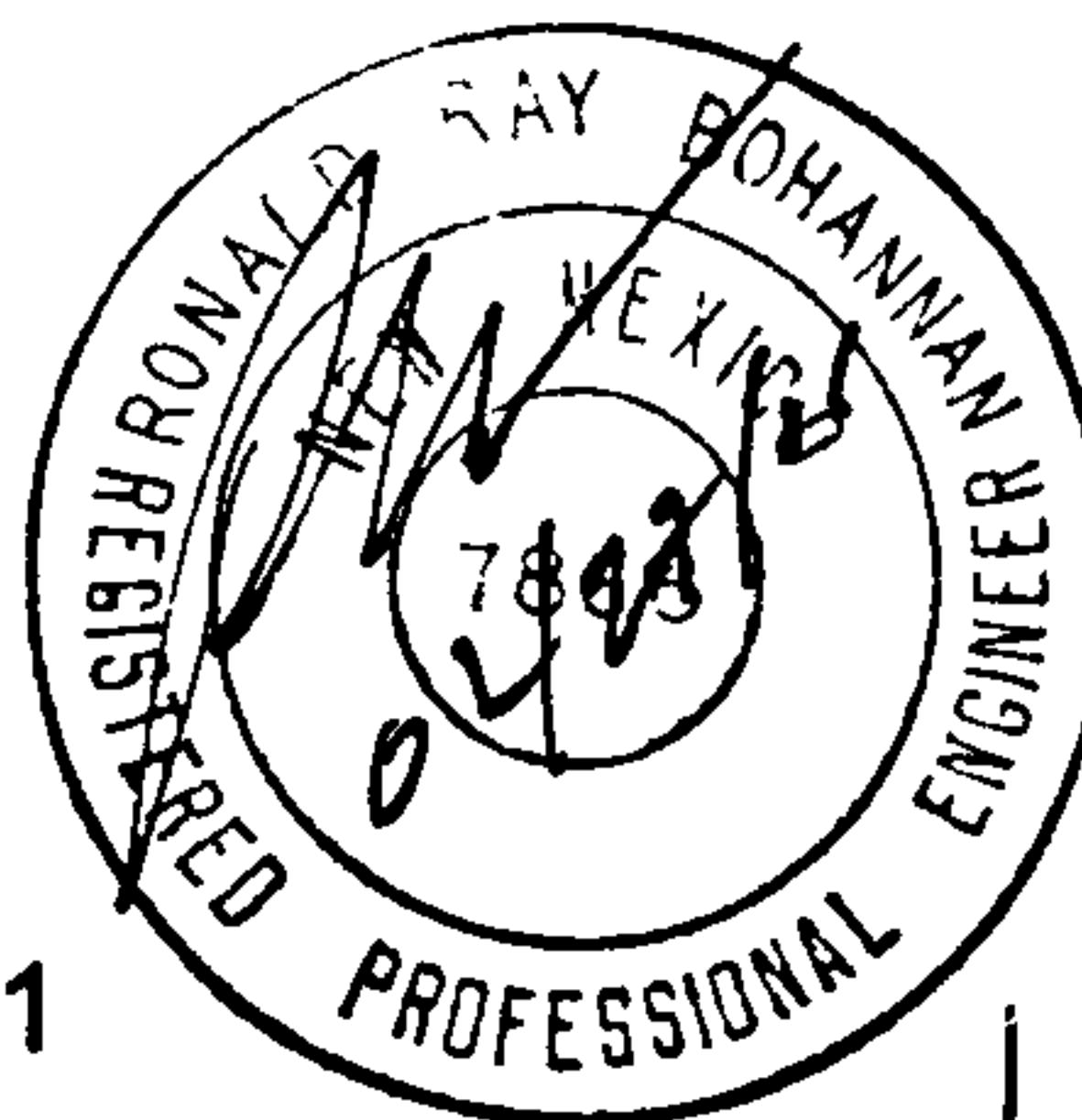
## **Shops @ 25 Albuquerque, New Mexico**

Prepared by

Tierra West, LLC  
8509 Jefferson NE  
Albuquerque, New Mexico 87113

Prepared for  
Dekker/Perich/Sabatini  
6801 Jefferson NE Suite 100  
Albuquerque NM 87109

February 2001



2/27/21 *[Signature]*

Ronald R. Bohannon P.E. No. 7868

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## **PURPOSE**

The purpose of this report is to prove the development of the subject 2.08-acre property, for the use as Retail shops, is in accordance with the DPM Chapter 22. This report will demonstrate that the proposed improvements do not adversely effect the surrounding properties nor the upstream or downstream facilities.

## **INTRODUCTION**

The subject of this report, as shown on the Exhibit A vicinity map, is a 2.08-acre parcel of land located on the northeast corner of Jefferson and I-25. The site is located on Zone Atlas page F-17. The site currently exists as a rough graded pad site within The 25 Development. The legal description of the property is Tract I of The 25 Development. As shown on FIRM map 35001C0139D, the site lies within flood zone X.

This site was analyzed within the Master Drainage Report and Grading Plan for The 25 Development (F17-D46D) previously submitted by Tierra West, LLC, with the stamp date of 5/5/99. The City of Albuquerque Hydrology Section approved the Drainage Management Plan on 5/13/99. Based upon the approved Drainage Management Plan, this site is located entirely within Basin D of The 25 Development. The approved Master Drainage Plan indicates this parcel is allowed free discharge if the land treatments are equal to, or less than 85% D, and 15% B. Since our improvements are consistent with developed condition assumptions within The 25 Development Drainage Plan the site should be allowed free discharge.

Offsite flows enter the site from the north and east. These flows will enter desiltation ponds and be temporarily diverted around the site until the sites to the north are developed, at which time the upland flows will be passed through the site via surface flow within the parking lot as indicated on the Master Drainage Study.

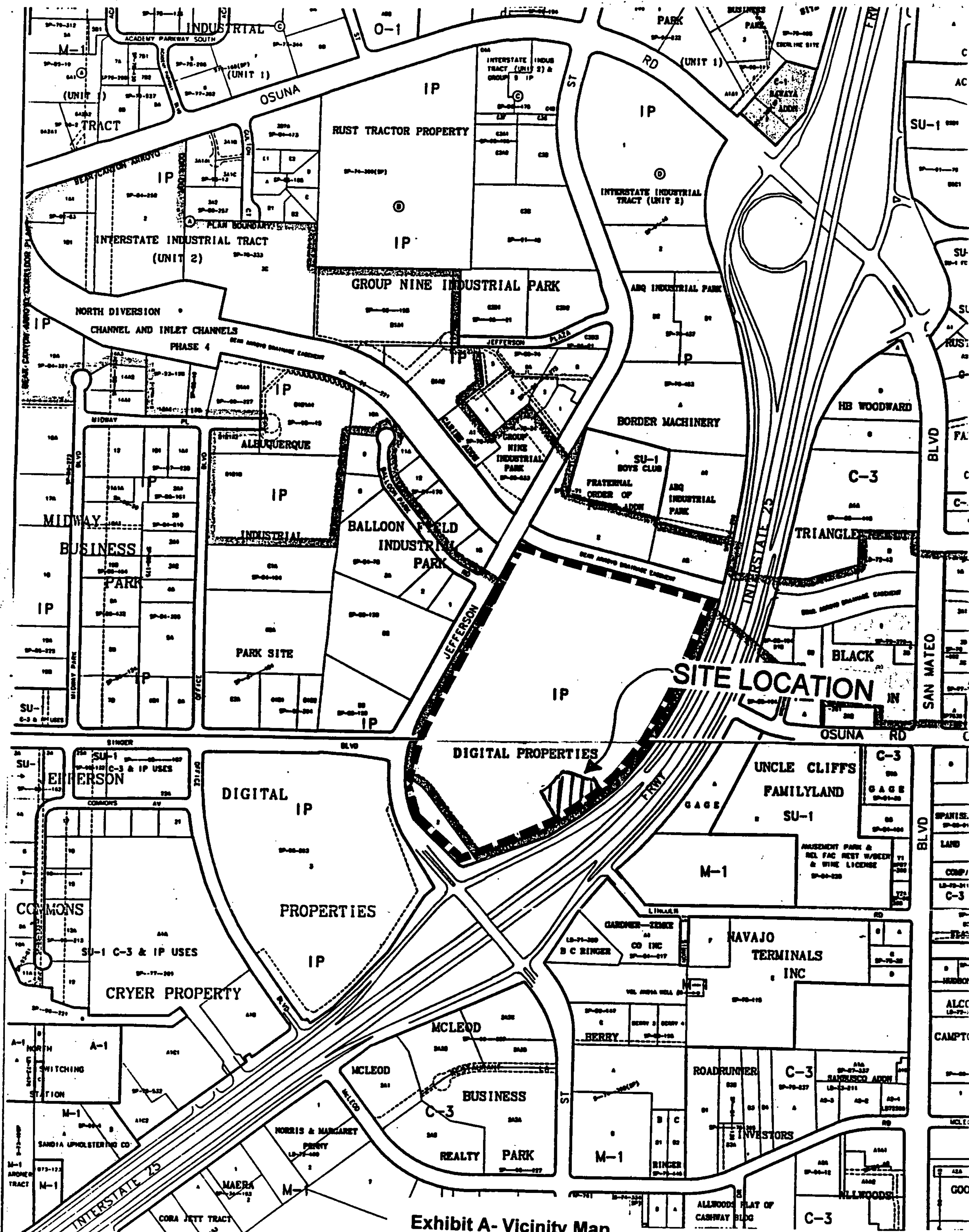


Exhibit A- Vicinity Map

@25



## **EXISTING CONDITIONS**

The site slopes from northeast to southwest, with general grades between 3-4%. The site was Rough Graded with the construction of The 25 Development. The approved grading plan for The 25 Development is included in Map Pocket A. This site was analyzed within the Drainage Study for the entire 25 Development. This site is located entirely within Basin D, as described within the Master drainage study, and shown in Exhibit B. As determined within the Master Drainage Study, Basin D accepts 11.26 CFS from the I-25 frontage road. As discussed within The 25 Development's drainage report, Basin D flows from the northeast to the west, where the flows enter a desiltation area and are captured by a 24" RCP that conveys the flows to an existing Storm drain within Jefferson Boulevard. This storm drain discharges directly into the Vineyard Channel. A cross lot drainage easement was provided for the benefit of all the lots within the center. The plat creating the easement is included in Map Pocket B. According to The 25 Developments' Master Drainage Plan, the flows from Basin D, Area 4 (I-25 frontage), and flows generated in Jefferson Boulevard are the contributing basins for this storm drain system. As shown in the Vineyard Channel design, prepared by URS Griener, the storm drain system is designed to accommodate 225 CFS from these three contributing basins.

This site currently accepts the developed flow from area 4 (the I-25 Frontage road), and the flows from the upland portion of Basin D. The flows from the frontage road enter a swale located along the sites southern boundary. This swale continues around The 25 Developments southern boundary and ends at a desiltation pond and 24" RCP connected to the Jefferson storm drain. As shown in Appendix A the upstream portion of Basin D discharges 21.25 CFS onto this site. This runoff enters the site along its northern boundary and sheet flows across the site. Once the flow leaves the site it continues to sheet flow to the previously mentioned desiltation pond and discharge pipe located at the southwest corner of The 25 Development site.

## **PROPOSED CONDITIONS**

The proposed improvements consist of the construction of a 12,000 square foot retail building and its associated parking lot. As shown in Exhibit B, the entire site lies within Basin D as described within The 25 Developments' Master Drainage Study. As shown in Appendix A, the proposed land treatments are consistent with the developed condition assumptions for this site within The 25 Developments' Drainage Management Plan. The offsite flows that currently enter the site from the north and east will continue to be accepted and passed through the site. A berm and a series of desiltation ponds will be constructed on the adjacent lot to the north. This will temporarily divert the partially developed upstream flow to the existing perimeter swale. The runoff generated by the frontage road will continue to drain the perimeter swale

The onsite flows generated from the pavement areas, are conveyed via surface flows from east to west where they are captured by a desiltation pond prior to entering the perimeter swale. The roof will drain the back directly into the perimeter swale. The predicted 100-year peak runoff generated from this site is 9.69 CFS. Therefore the total flow leaving the site within the perimeter swale is the combination of the 11.26 CFS from the frontage road, the 21.25 CFS from the upland portion of Basin D, and the 9.69 CFS generated on site. As shown in Appendix A the swale has a capacity of 107.72 CFS, which is greater than the required capacity of 42.2

As shown in The 25 Developments' Master Drainage Study, the entire Basin D flows to an existing desiltation pond and 24" RCP located at the southwestern portion of the 25 Development. This pipe is connected to an existing storm drain within Jefferson Boulevard. According to the Griener Report Analysis of the Vineyard Channel, the Jefferson storm drain system has a capacity of 225 CFS. Once The 25 Development is completely developed the total flow discharging to this inlet will be 181.08 CFS. Therefore the total contributing flow to the Vineyard Channel Storm drain will be 200.94, which is less than the systems' capacity.

The ultimate developed flow entering the existing inlet and 24" pipe is the combination of



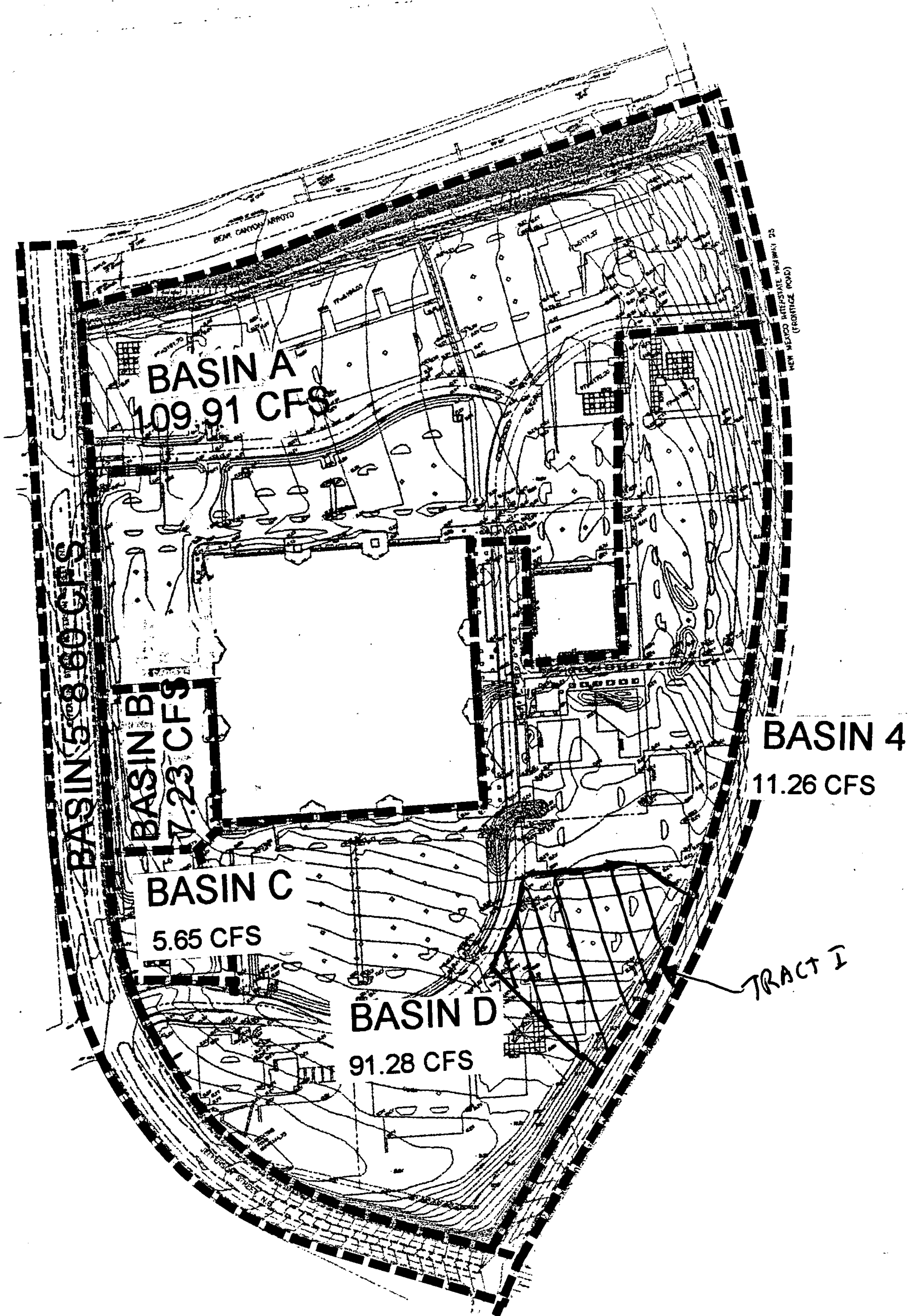


Exhibit B- The 25 Development Basin Map

area 4 and basin D. Therefore this outfall must be able to convey 102.54 CFS. The existing conduit does not have adequate the capacity to capture the ultimate developed peak discharge rate, therefore a new pipe must be constructed. As shown in Appendix B a 42" RCP has the capacity to convey the entire developed discharge rate required. The existing pipe will be removed and the new pipe can be constructed under the SO-19 process. A desiltation pond will be constructed to provide for adequate head above the pipe orifice. When the adjacent tracts develop this pond can be modified to meet the site layout. In the event of clogging or a storm event greater than the predicted 100-year, the site will overflow the pond and enter the Jefferson right-of-way.

## **SUMMARY AND RECOMMENDATIONS**

This site is an existing pad within The 25 Development, which is an existing commercial center. The City of Albuquerque Hydrology Section approved the drainage management plan for the entire center. The 25 Development's Master Drainage Plan assumed fully developed conditions for our site. The proposed improvements are consistent with the land treatment types used for the developed condition for this site within The 25 Development's drainage plan. The proposed increase in discharge pipe size can be done under the SO-19 process The development of this site is consistent with the DPM, Chapter 22, Hydrology section. Since this site encompasses less than 5 acres, a NPDES permit is not required prior to any construction activity. The only improvements to occur within City right of way is the replacement of the existing 24" discharge pipe with a 42" conduit. This connection will take place behind the existing curb therefore can be performed under an SO-19 procedure, and an infrastructure list is not required. It is recommended this development be approved for rough grading, and Site Plan for Building Permit.



# **APPENDIX A**

## **SITE HYDROLOGY**

## RUNOFF RATE COMPARISON

Use Equation A-10:  $Q_P = Q_{PA} A_A + Q_{PB} A_B + Q_{PC} A_C + Q_{PD} A_D$

Values of  $Q_{pi}$  are from Table A-9, and are in CFS/acre. Area values are in acres.

DEVELOPED RATE OF RUNOFF (CFS)									
BASIN	$Q_{PA}$	$A_A$	$Q_{PB}$	$A_B$	$Q_{PC}$	$A_C$	$Q_{PD}$	$A_D$	Total CFS
site as proposed in this report	1.87	0.00	2.60	0.31	3.45	0.00	5.02	1.77	9.69
Site as proposed in The 25 master plan*	1.87	0.00	2.60	0.31	3.45	0.00	5.02	1.77	9.69
Upstream portion of Basin entering site (developed)	1.87	4.62	2.60	0.93	3.45	0.00	5.02	5.27	28.87
Upstream portion of Basin D within loop road	1.87	4.62	2.60	0.17	3.45	0.00	5.02	.935	5.14

\* based upon treatment percentages used for basin D

## Channel Capacity

	Top Width	Bottom Width	Depth	Area	WP	R	Slope	Q Provided	Q Required	Velocity
	(ft)	(ft)	(ft)	(ft^2)	(ft)		(%)	(cfs)	(cfs)	(ft/s)
Beginning	16	0	1.5	12.00	16.28	0.737154	1	85.83	49.82	4.15

### Manning's Equation:

$$Q = 1.49/n * A * R^{(2/3)} * S^{(1/2)}$$

A = Area

R = D/4

S = Slope

n = 0.017

## RIPRAP ANALYSIS

Use Equation 5-4 and Table 5-5 from the Drainage Criteria Manual

$$VS^{.17} / D_{50}^{.5} (S_s - 1)^{.66} = 4.5$$

Where

$$V = 4.15$$

$$S = .01$$

$$S_s = 2.5$$

Solving for  $D_{50}$  and table 5.5

$$(3.52)(.01)^{.17} / (2.5 - 1)^{.66} = 1.4$$

Therefore type VL adequate for required velocities

Type VL has  $D_{50} = 6"$ , therefore 6" cobbles are appropriate



# Street Capacity Calculations

**Private Loop Road**  
**28' F-F Street Section with 6" curb**  
**Slope= 0.006**

For water depths less than 0.0625 feet

Y= Water depth  
 Area =  $16 \cdot Y^2$   
 P=  $\text{SQRT}(1025 \cdot Y^2) + Y$   
 n= 0.017

Depth (ft)	Area (ft <sup>2</sup> )	P (ft)	R (A/P)	Q (cfs)	2Q (cfs)	Vel (ft/s)	D*V	Fr	D2 (ft)
0.01	0.0016	0.33	0.00	0.00	0.00	0.19	0.00	0.34	0.002
0.02	0.0064	0.66	0.01	0.00	0.00	0.31	0.01	0.38	0.0048
0.025	0.01	0.83	0.01	0.00	0.01	0.36	0.01	0.40	0.0063
0.035	0.0196	1.16	0.02	0.01	0.02	0.45	0.02	0.42	0.0097
0.045	0.0324	1.49	0.02	0.02	0.03	0.53	0.02	0.44	0.0134
0.052	0.04326	1.72	0.03	0.03	0.05	0.58	0.03	0.45	0.0161
0.06	0.0576	1.98	0.03	0.04	0.07	0.64	0.04	0.46	0.0193
0.0625	0.0625	2.06	0.03	0.04	0.08	0.66	0.04	0.46	0.0203

For water depths greater than 0.0625 ft but less than 0.3025 ft

Y1= Y-0.0625  
 A2=  $A1 + 2 \cdot Y1 + 25 \cdot Y1^2$   
 P2=  $P1 + \text{SQRT}(2501 \cdot Y1^2) + Y1$

Depth (ft)	Area (ft <sup>2</sup> )	P (ft)	R (A/P)	Q (cfs)	2Q (cfs)	Vel (ft/s)	D*V	Fr	D2 (ft)
0.063	0.06351	2.09	0.03	0.04	0.08	0.66	0.04	0.46	0.0204
0.1	0.17266	3.98	0.04	0.14	0.29	0.84	0.08	0.47	0.0327
0.13	0.31141	5.51	0.06	0.31	0.62	1.00	0.13	0.49	0.0457
0.16	0.49516	7.04	0.07	0.57	1.14	1.15	0.18	0.51	0.0601
0.2	0.81016	9.08	0.09	1.10	2.19	1.35	0.27	0.53	0.0809
0.207	0.87351	9.43	0.09	1.21	2.42	1.39	0.29	0.54	0.0847
0.2612	1.44694	12.20	0.12	2.37	4.73	1.63	0.43	0.56	0.1152
0.3025	1.9825	14.31	0.14	3.59	7.19	1.81	0.55	0.58	0.1397

For water depths greater than 0.3025 ft but less than 0.333 ft

Y2= Y - 0.3025  
 A3=  $A2 + Y2 \cdot 14$   
 P3=  $P2 + Y2$

Depth (ft)	Area (ft <sup>2</sup> )	P (ft)	R (A/P)	Q (cfs)	2Q (cfs)	Vel (ft/s)	D*V	Fr	D2 (ft)
0.303	1.9895	14.31	0.14	3.62	7.23	1.82	0.55	0.58	0.1402
0.3039	2.0021	14.31	0.14	3.65	7.31	1.83	0.55	0.58	0.1412
0.3062	2.0343	14.31	0.14	3.75	7.50	1.84	0.56	0.59	0.1438
0.31	2.0875	14.31	0.15	3.92	7.83	1.88	0.58	0.59	0.148
0.3125	2.1225	14.32	0.15	4.03	8.05	1.90	0.59	0.60	0.1507
0.32	2.2275	14.32	0.16	4.36	8.72	1.96	0.63	0.61	0.1591
0.3317	2.3913	14.34	0.17	4.91	9.81	2.05	0.68	0.63	0.1721
0.333	2.4095	14.34	0.17	4.97	9.94	2.06	0.69	0.63	0.1736

**APPENDIX B**

**OUTFALL ANALYSIS**

## Western Culvert Outfall



Pipe	D	Slope	Area	R	Q Provided	Q Required	Velocity
	(in)	(%)	(ft^2)		(cfs)	(cfs)	(ft/s)
Culvert Outfall	42	2	9.62	0.875	142.67	102.00	10.60

Manning's Equation:

$$Q = 1.49/n * A * R^{(2/3)} * S^{(1/2)}$$

A = Area

R = D/4

S = Slope

n = 0.013

# VOLUME CALCULATIONS

## DESILTATION POND

Ab - Bottom Of The Pond Surface Area

At - Top Of The Pond Surface Area

D - Water Depth

Dt - Total Pond Depth

C - Change In Surface Area / Water Depth

$$\text{Volume} = \text{Ab} * \text{D} + 0.5 * \text{C} * \text{D}^2$$

$$\text{C} = (\text{At} - \text{Ab}) / \text{Dt}$$

$$\text{Ab} = 625.00$$

$$\text{At} = 4,700.00$$

$$\text{Dt} = 7.80$$

$$\text{C} = 522.44$$

ACTUAL ELEV.	DEPTH (FT)	VOLUME (AC-FT)	Q (CFS)
38.7	0	0	0.0000
41.00	2.3	0.0330	34.3559
42.00	3.3	0.0533	57.6748
43.00	4.3	0.0857	73.9759
44.00	5.3	0.1300	87.2839
45.00	6.3	0.1863	98.8157
46.00	7.3	0.2547	109.1357
46.50	7.8	0.2933	113.9457

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### Orifice Equation

$$Q = \text{CA} \text{ SQRT}(2gH)$$

$$\text{C} = 0.6$$

$$\text{Diameter (in)} = 42$$

$$\text{Area (ft}^2\text{)} = 9.621128$$

$$g = 32.2$$

$$\text{H (Ft)} = \text{Depth of water above center of orifice}$$

$$\text{Q (CFS)} = \text{Flow}$$



**MAP POCKET A**

**THE 25 DEVELOPMENT GRADING PLAN**

**MAP POCKET B**

**THE 25 DEVELOPMENT PLAT**

**MAP POCKET C**  
**SITE GRADING PLAN**

**MAP POCKET D**

**STORM DRAIN MODIFICATION PLAN**





# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 23, 2001

Ron Bohannon, PE  
Tierra West, LLC  
8509 Jefferson NE  
Albuquerque, NM 87113

**RE:** Drainage Report for Shops @ 25  
Plan dated January 18, 2001  
Drainage File # F17/D46A Tract I  
Request for Site Development Plan for Building Permit, Building Permit Approval, and  
Grading Permit

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4. Identify the maintenance responsibilities for the private off-site desiltation ponds and rip-rap channel.
5. Adequacy of the proposed water blocks at each entrance to the site.
6. Disclose the document, in the report, that permits cross-lot drainage.
7. Label the drainage plans 1 of 2, 2 of 2, etc.
8. Provide a signature block for our approval on the grading plan.

If I can be of further assistance, please feel free to contact me at 924-3999.

Sincerely,

Fred J. Aguirre, PE  
City Engineer

cc: Terri Martin  
David Soule  
[File]

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO	3857
CONNECTION TEL	9p8581118
SUBADDRESS	
CONNECTION ID	TIERRA WEST
ST. TIME	02/23 17:20
USAGE T	00'44
PGS.	2
RESULT	OK

City of Albuquerque  
Public Works Department  
505-924-3900 (main number)  
505-924-3864 (fax number)  
Development and Building Services (One Stop Shop)  
Plaza Del Sol Building, 2<sup>nd</sup> Floor  
600 2<sup>nd</sup> Street NW  
Albuquerque, NM 87102

City of Albuquerque  
Public Works Dept.  
Dev. & Bldg. Svcs.

# Fax

To: Ron Bohannon, Tierra West From: Fred Aguirre, City Engineer

Fax: 858-1118

Pages Sent: (including this page) 2

Phone: \_\_\_\_\_

Date: 2-23-01

Time: 4:30pm

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

# DRAINAGE INFORMATION SHEET

PROJECT TITLE: The Shops @25 **TRACT I** ZONE ATLAS/DRNG. FILE #: F-17 / 1046A

DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_

LEGAL DESCRIPTION: TRACT I, THE 25 DEVELOPMENT

CITY ADDRESS: JEFFERSON AT SINGER

ENGINEERING FIRM: TIERRA WEST, LLC CONTACT: DAVID SOULE

ADDRESS: 8509 JEFFERSON PHONE: 858-3100

OWNER: BRIAN PARKS CONTACT: KEN GILES

ADDRESS: 6801 Jefferson Blvd, Suite 100 PHONE: 761-9700

ARCHITECT: Dekker/Perich/Sabatini CONTACT: KEN GILES

ADDRESS: 6801 Jefferson Blvd, Suite 100 PHONE: 761-9700

SURVEYOR: PRECISION CONTACT: LARRY MEDRANO

ADDRESS: 8418-D JEFFERSON PHONE: -4844

CONTRACTOR: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

## TYPE OF SUBMITTAL:

☒ DRAINAGE REPORT  
☒ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☒ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☐ ENGINEER'S CERTIFICATION  
☐ OTHER

## PRE-DESIGN MEETING:

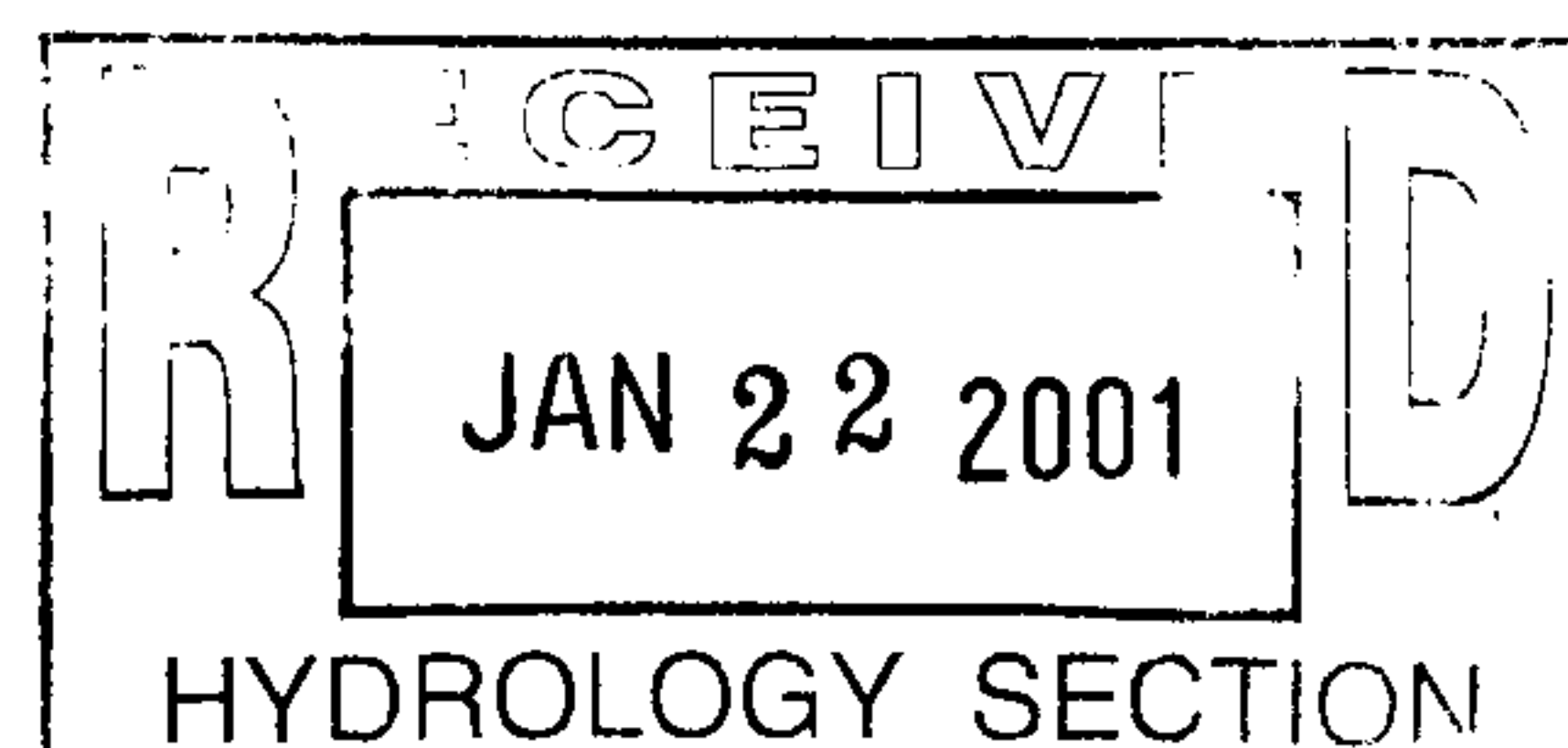
☐ YES  
☒ NO  
☐ COPY PROVIDED

## CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAN APPROVAL  
☐ PRELIMINARY PLAT APPROVAL  
☐ S. DEV. PLAN FOR SUB'D. APPROVAL  
☒ S. DEV. PLAN FOR BLDG. PERMIT APPROV  
☐ SECTOR PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☒ BUILDING PERMIT APPROVAL  
☐ CERTIFICATE OF OCCUPANCY APPROVAL  
☒ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ S. A. D. DRAINAGE REPORT  
☐ DRAINAGE REQUIREMENTS  
☐ OTHER

DATE SUBMITTED: 01/22/01

BY: DAVID SOULE



**DECLARATION OF CONDITIONS, RESTRICTIONS, COVENANTS  
AND GRANT OF EASEMENTS FOR THE 25 PROJECT**

**THIS DECLARATION OF CONDITIONS, RESTRICTIONS, COVENANTS AND GRANT OF EASEMENTS** is made as of the 1st day of February, 2001, by **AGB ALBUQUERQUE, L.L.C., a Delaware limited liability company ("AGB")**, and **AGB TWENTY-FIVE, L.L.C., a Delaware limited liability company ("AGB25")**.

**Background Information:**

A. AGB is the owner of the property located in the City of Albuquerque, County of Bernalillo, New Mexico, described as follows (the "AGB Property"):

Tracts B1, B2, C, D, E, F, H1, H2, I, J, K, L and M, as the same are shown and described on the Plat of Tracts A, B1, B2, C, D, E, F, G, H1, H2, I, J, K, L and M THE 25, recorded in the Bernalillo County, New Mexico real estate records on the 23rd day of November, 2000 in Vol. 99C, Page 318.

B. AGB25 is the owner of the property located in the City of Albuquerque, County of Bernalillo, New Mexico, described as follows (the "AGB25 Property"):

Tract A and G as the same are shown and described on the Plat of Tracts A, B1, B2, C, D, E, F, G, H1, H2, I, J, K, L and M THE 25, recorded in the Bernalillo County, New Mexico real estate records on the 23rd day of November, 2000 in Vol. 99C, Page 318.

The AGB Property and the AGB25 Property are jointly referred to as the "Property".

C. AGB25 and AGB desire to subject the Property to certain easements, covenants, conditions and restrictions as set forth herein for the benefit of the Property, AGB25, AGB and for each and every subsequent Owner, as hereinafter defined, of the Property.

D. AGB25 and AGB desire to provide for the orderly development of the Property as a mixed use, office, commercial, service, and retail project (the "Project"), and to provide that

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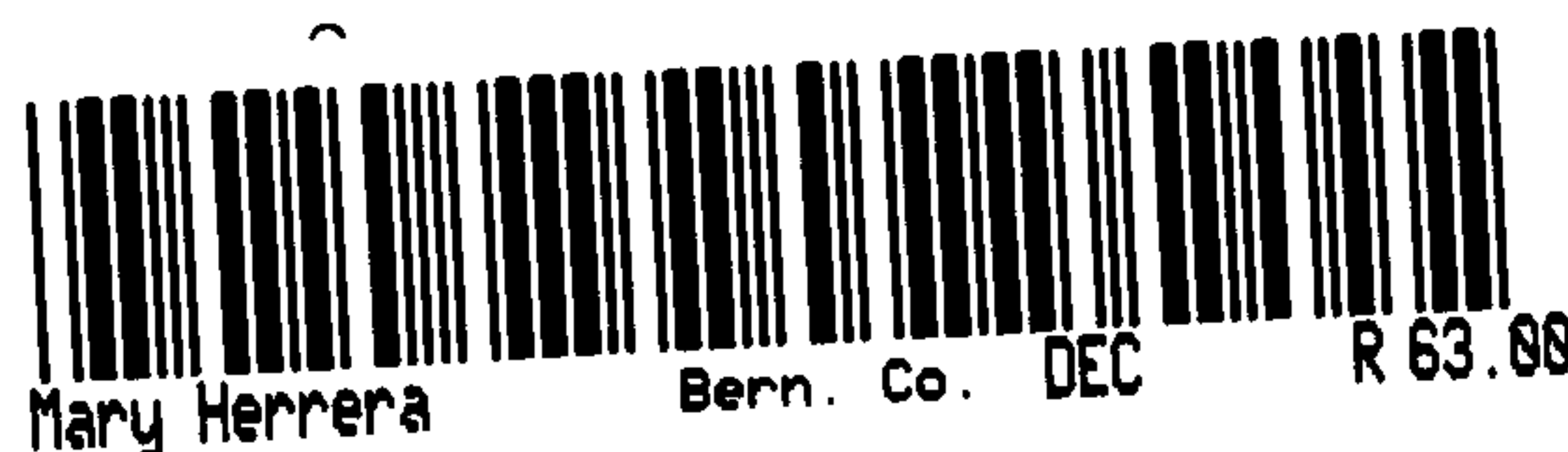
the Property shall be held and conveyed subject to the terms hereof.

E. AGB25 and AGB intend that certain internal roadways, landscape area, trails, and other areas and facilities are to be owned and/or maintained for the benefit of all Owners, and such areas and facilities are hereinafter designated as the "Common Areas". AGB25 and AGB further intend that some areas and facilities may be owned and maintained for the benefit of certain portions and/or areas of the Property, or exclusively for the benefit of certain Owners and users entitling them to use the same, and such areas and facilities are hereinafter designated as "Limited Common Areas." Additionally, AGB25 and AGB intend that those portions of the Property that, from time to time, are used for parking, driveways, and pedestrian accessways, may be used by all of the Owners within the Property, which areas that are used from time to time for these purposes are referred to herein as the "Joint Use Areas."

F. AGB25 and AGB desire that the Property as a whole, and the various tracts of the Property, be developed in conjunction with each other, and accordingly do hereby establish certain restrictions, conditions, and covenants for the improvement, protection, development, maintenance and use of the Property, subject to which the Property shall be improved, held, exchanged, leased, sold and/or conveyed. The restrictions, covenants, easements and conditions shall run with the Property and shall inure to the benefit of and bind the Owners of the Property and their respective successors in interest and each of the restrictions, covenants, easements and conditions imposed upon each of the tracts comprising the Property creates an equitable servitude in favor of the other tracts of the Property. Said easements, restrictions, covenants and conditions shall create a privity of contract and an estate among the Owners of the Property and their heirs, successors and assigns; and they shall, as to the Owners of the Property and their heirs, successors and assigns, operate as covenants running with the land.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the AGB25 and AGB covenant and agree as follows:

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I. INCORPORATION.

RECITALS A through F are incorporated herein and made a part hereof.

II. DEFINITIONS.

The following terms shall have the meanings specified below.

A. City. The term "City" shall mean the City of Albuquerque.

B. Common Areas. The Common Areas shall consist of the "Internal Access Roads," the "Perimeter Landscape Areas," the "Entry Feature Areas", and "Right-of-Way Landscaping License Areas."

C. Declaration. The term "Declaration" shall mean the limitations, easements, restrictions, covenants and conditions set forth in this Declaration, as this Declaration may from time to time be amended.

D. Developer. The term "Developer" means AGB ALBUQUERQUE, L.L.C., a Delaware limited liability company, until the latter of (i) AGB25 conveying its interest in the AGB25 Property and (ii) the release of the deed of trust encumbering the AGB25 Property granted to Fidelity National Title Insurance, as trustee for Fremont Investment & Loan, a California Industrial Loan Association filed for record in the office of the Bernalillo County, New Mexico Clerk on April 27, 2000 in Book A-5, Page 282 at which time the Developer shall mean the successor owner of the AGB25 Property, and all future owners of the AGB25 Property. In the event that the AGB25 Property is further subdivided, then AGB25 shall be the successor owner of the portion of the AGB25 Property who is assigned in writing AGB25's rights hereunder.

E. Drainage Plan. The term "Drainage Plan" means the drainage plan for the Property approved in conjunction with the approval of the Site Plan prepared by Tierra West Engineering LLC and approved by the City, as it may be amended from time to time with the approval of the City.





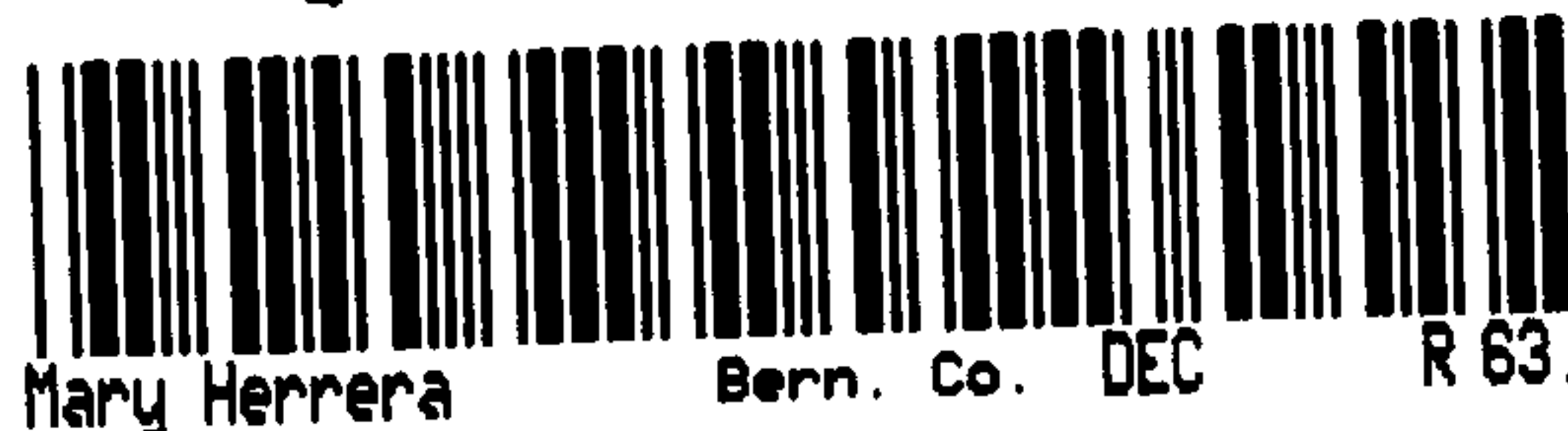
F. Entry Feature Areas. The term "Entry Feature Areas" shall mean the areas for entry features located at the intersection of the Internal Access Roads and Jefferson Street NE and the Pan American Freeway Frontage Road, together with all improvements constructed thereon, including signage, landscaping, irrigation systems, and decorative landscape features. The Developer shall have the right to supplement this Declaration, without the consent or joinder of any other Owners, with legal descriptions of the Entry Feature Areas.

G. Improvements. The term "Improvements" shall include, without limitation, buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, privacy walls or fences, stairs, decks, windbreaks, poles, antennas, signs, utility or communication installations, or any structure or excavation of any type or kind.

H. Internal Access Roads. The term "Internal Access Roads" shall mean the easements shown on the Plat, and designated as "60' PRIVATE CROSS ACCESS EASEMENT GRANTED BY THIS PLAT, and further identified as "The 25 Way N.E.", and "The Lane at 25, N.E." together with all improvements constructed thereon, including roadway improvement, medians, curbs, gutters, sidewalks, and landscaping.

I. Joint Use Area. The term "Joint Use Area" means those portions of the Property, which, at any given time, do not have buildings on them and which have been paved and/or improved with landscaping, drive aisles, curbing or other similar parking lot improvements. At the time a building is constructed upon a portion of the Joint Use Area, such portion will be deemed no longer Joint Use Area. The portions of the Property which are under canopies which are attached to buildings, are improved with drive-through facilities, are driveways dedicated to lanes for drive through facilities, or are improved with patios or outdoor dining areas, shall not be Joint Use Areas. Portions of the Property which are Common Areas are excluded from the definition of Joint Use Areas.

J. Limited Common Areas. The term "Limited Common Areas" shall mean those portions of the Project which shall be owned or maintained for the benefit of some, but less than all, of the Tracts. The initial Limited Common Areas which exist are the Common Access Easements as shown and described on the Plat.



K. Owner. The term "Owner" or "Owners" means the owner or owners of the Property, or any portion thereof, and their respective assigns, grantees and successors in interest.

L. Perimeter Landscaping Areas. The term "Perimeter Landscaping Areas" shall mean the landscape area at the perimeter of the Property, as shown on the Site Plan, together with all improvements constructed thereon, including landscaping, irrigation systems, and signage.

M. Plat. The term "Plat" means the Plat of Tracts A, B1, B2, C, D, E, F, G, H1, H2, I, J, K, L and M THE 25 recorded in the real estate records of Bernalillo County, New Mexico, on November 23, 2000, in Vol. 99C, Folio 318.

N. Project. The term "Project" shall mean the mixed use project to be created on the Property and the improvements constructed thereon in conformity with the Site Plan, as amended from time to time, and originally to be named "THE 25."

O. Property. The term "Property" means all of the Property shown and described on the Plat.

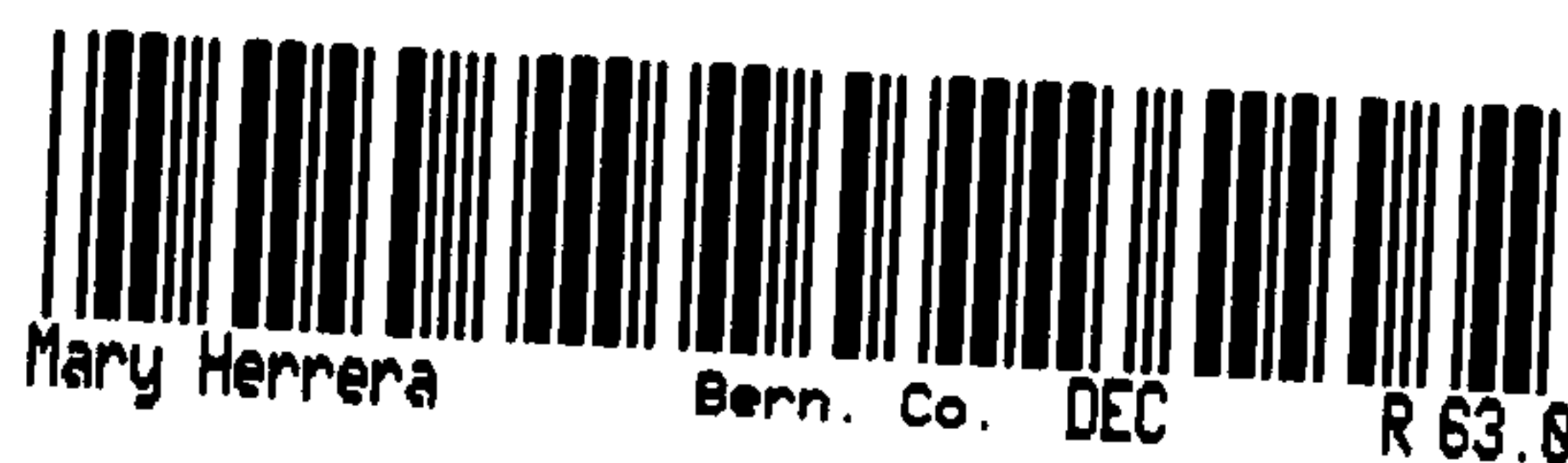
P. Reciprocal Parking/Access/Drainage Note. The term "Reciprocal Parking/Access/Drainage Note" shall mean the following note contained on the Plat:

Reciprocal parking, ingress\egress, access and drainage easement for the benefit of Tracts A, B1, B2, C, D, E, F, G, H1, H2, I, J, K & L of THE 25 granted by this plat. Said easement to be maintained by the owner of each tract for the benefit of all tracts. The Owner's rights and obligations with respect to these reciprocal rights shall be further defined in the Declaration of Conditions, Restrictions, Covenants and Grant of Easements for the 25 Project.

Q. Right-of-Way Landscaping License Areas. The term "Right-of-Way Landscaping License Areas" shall mean the City's rights-of-way adjoining the Property, which are shown on the Site Plan as being landscaped, in conjunction with the development of the Project.

R. Site Plan. The term "Site Plan" shall mean the site development plan for the Project approved by the City

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in zoning action number Z-99-9, and signed off upon by the City's Development Review Board in DRB Case No. 99-99, and as amended from time to time.

S. Tracts. The term "Tracts" means Tracts A, B1, B2, C, D, E, F, G, H1, H2, I, J, K, L and M THE 25 Subdivision, as shown and described on the Plat, and any future legally subdivided tract of the Property resulting from replats of the Property.

III. TRACT SUBDIVISION OR RECONFIGURATION. Each Owner shall have the right to subdivide or reconfigure the portion(s) of the Property that it owns, provided that (i) the Common Areas are not altered; (ii) all parking requirements of all local zoning requirements are met on each Owner's Tract for that Owner's Tract; (iii) all legal requirements, including without limitation, all relevant subdivision, zoning and other rules and regulations are complied with in connection with any subdivision or reconfiguration, including amendment of the Site Plan, and (iv) the Subdivision does not conflict with any provision of this Declaration.

#### IV. BUILDINGS; SIGNAGE

A. Use Restrictions. No part of the Project shall be used as a bar, tavern, cocktail lounge, adult book or adult video store, automobile maintenance or repair facility except as incidental to the sale of motor vehicles, warehouse, car wash (except as incidental to a service station), entertainment or recreational facility ; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, or trailer; or for industrial purposes. For the purpose of this covenant, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four [4] electronic games). Health clubs or health spas are excluded from the definition of an "entertainment or recreational facility" and shall be permitted at the Project. The uses set out in this Section IV.A are referred to herein as the "Prohibited Uses."

B. General Location and Use of Buildings. There shall be no restriction on the size, location or use of buildings or other improvements on any Tract within the Property

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except the Prohibited Uses and as set forth in applicable statutes, ordinances, rules and regulations and except as set forth below.

C. General Use. All buildings shall be commercial buildings of the type usually found in first-class retail/office/service developments in the greater Albuquerque area. The tenants occupying the buildings shall be primarily office, retail and service tenants of the type normally associated with first-class retail/office developments in Albuquerque.

D. Site Plan. All improvements constructed within the Project shall conform to the Site Plan, as the Site Plan may be amended from time to time.

E. Architectural Control. All improvements constructed upon the Property shall be subject to approval by the Developer to the extent provided in Article X hereof.

F. Signage.

(1) All signage at the Property shall be in accordance with the Site Plan, and the sign criteria for the Project adopted by the Developer, as amended from time to time (the "Sign Criteria"), and all applicable local zoning and other laws and shall be of a quality consistent with signs customarily erected in retail/office developments similar to the Project in the Albuquerque area. The Sign Criteria shall be on file at the office of the Developer and available for inspection and review by Owners and/or prospective Owners. The Developer shall have the right to modify, or to grant variances from, the Sign Criteria, from time to time, so long as the modifications or variances do not materially alter the character or quality of the Project.

(2) There will three (3) project signs at the locations indicated on the Site Plan (the "Project Signs"). The Project Signs shall identify the name of the Project. The Project Signs shall be constructed by the Developer, at the Developer's expense, and maintained and replaced, as necessary, by the Developer as a Common Area expense.

(3) Nothing contained herein shall impair the rights of tenants at the Project to signage permitted by their

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leases as of the date of filing this Declaration in the Bernalillo County, New Mexico real estate records.

V. JOINT USE AREA; ACCESS ROADS; PARKING.

A. Construction and Use of Joint Use Area. The Joint Use Area shall be used primarily for vehicular access, circulation and parking, pedestrian traffic and the comfort and convenience of customers, invitees, licensees, and agents of the Owners and business occupants of the buildings constructed on the Property, and for the servicing and supplying of such businesses, as shown on the Site Plan, from time to time. In addition, the Joint Use Area may be used (i) in connection with construction and repair of any buildings on the Property so long as such use does not unreasonably restrict access to and from and the conduct of business from the buildings on the Property or access to and from the Internal Access Roads or adjacent streets; (ii) in connection with the construction and maintenance of utility lines so long as such use does not unreasonably restrict access to and from and the conduct of business from the buildings on the Property or access to and from the Internal Access Roads or adjacent streets; and (iii) for access by governmental authorities for any lawful purpose including, but not limited to, law enforcement, fire protection, refuse removal, utility maintenance, and environmental testing and monitoring; and (vi) for any other use approved in writing by the Developer and the Owner of the Joint Use Area. Except in connection with construction, and except for the permanent Improvements including the buildings located or to be located on the Tracts, no barricade or structure may be placed, erected or constructed within the Joint Use Area, as it exists from time to time, on any Tract except as approved in writing by the Developer, and except for trash enclosures, directional signs, bumper guards or curbs, paving, landscaping and landscape planters, lighting standards, driveways, sidewalks, walkways, parking stalls, column or pillars supporting roof overhangs, and any other Improvements which may be required pursuant to the Site Plan or under applicable laws, rules, ordinances and regulations of any governmental body having jurisdiction over the Property. There shall be no charge or other validation for parking on the Joint Use Area (unless required by governmental regulations) without the prior written consent of the Owners.



B. Limitations on Use of Joint Use Area.

(1) Customers and invitees shall not be permitted to park on the parking areas within the Joint Use Area except in those areas indicated for parking and except while shopping or transacting business at the Project.

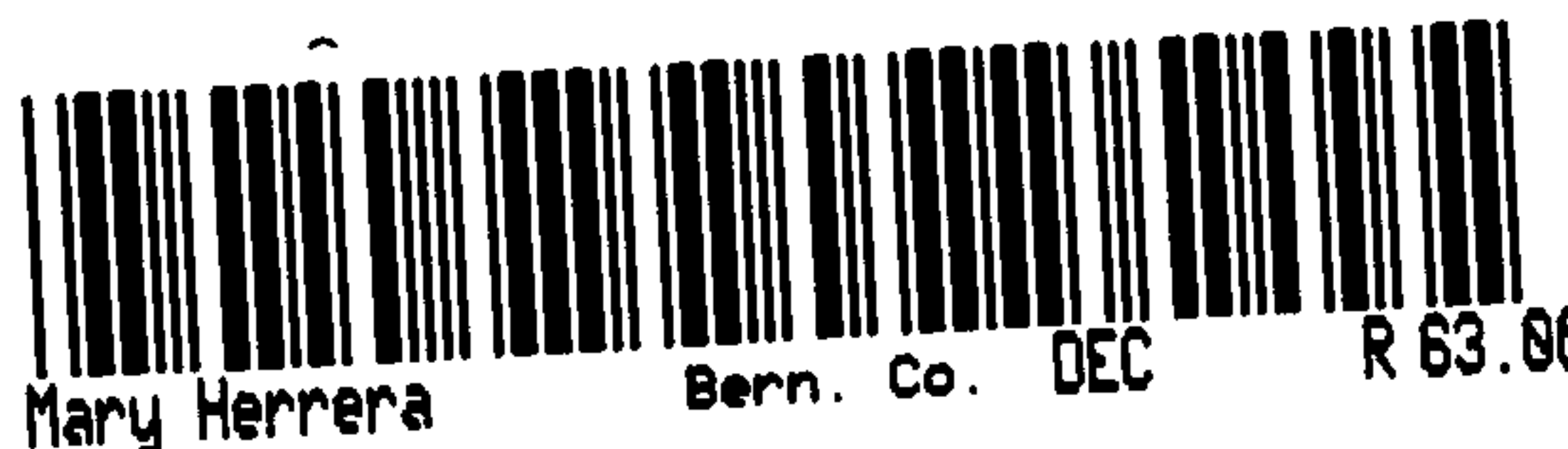
(2) Employees shall not be permitted to park in the Joint Use Area, except on the Tract where they are employed. Each Owner may from time to time designate and approve "employee parking areas" on its own Tract.

(3) All of the uses permitted within the Joint Use Area shall be used with reason and judgment so as not to interfere with the primary purpose of the Joint Use Area, which is to provide for parking for the customers, invitees and employees of those businesses conducted within the buildings constructed at the Project and for the servicing and supplying of such businesses. Persons using the Joint Use Area in accordance with this Declaration shall not be charged any fee for such use.

C. Common Areas. The Common Areas shall be used as common access, ingress and egress by the customers, invitees, licensed agents and employees of the Owners and business occupants of the Project, for access for bikes and pedestrians, for maintenance of landscaping, trails, sidewalks, Project identification signage, Project entry features, all for the benefit of the Project and the Owners. No building, barricade or structure may be placed, created or constructed within the Internal Access Roads. The Internal Access Roads have been improved as roads by the Developer at the Developer's sole expense.

D. Limited Common Areas. The Limited Common Areas shall be used as common access, ingress and egress by the customers, invitees, licensed agents, and employees of the Owners and business occupants of the Tracts benefitted by the Limited Common Areas (the "Limited Common Area Benefitted Owners"). The driveway Improvements constructed on the Limited Common Areas shall be improved in compliance with the Site Plan and all local standards and requirements of relevant authorities by the first Limited Common Area Benefitted Owner developing its Tract. Upon the other Limited Common Area Benefitted Owner developing its parcel, the Owner constructing the Limited Common

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Area improvements shall be reimbursed for a proportionate share of the expense. If there are two (2) Limited Common Area Benefitted Owners, the proportionate share shall be one-half (1/2), if there are three (3) Limited Common Area Benefitted Owners, the proportionate share shall be one-third (1/3), etc. In the event of dispute over the cost of the Improvements, the Developer's decision shall be final.

E. Parking Requirements. Each Owner of a Tract shall satisfy the parking requirements of all local zoning requirements upon its respective Tract.

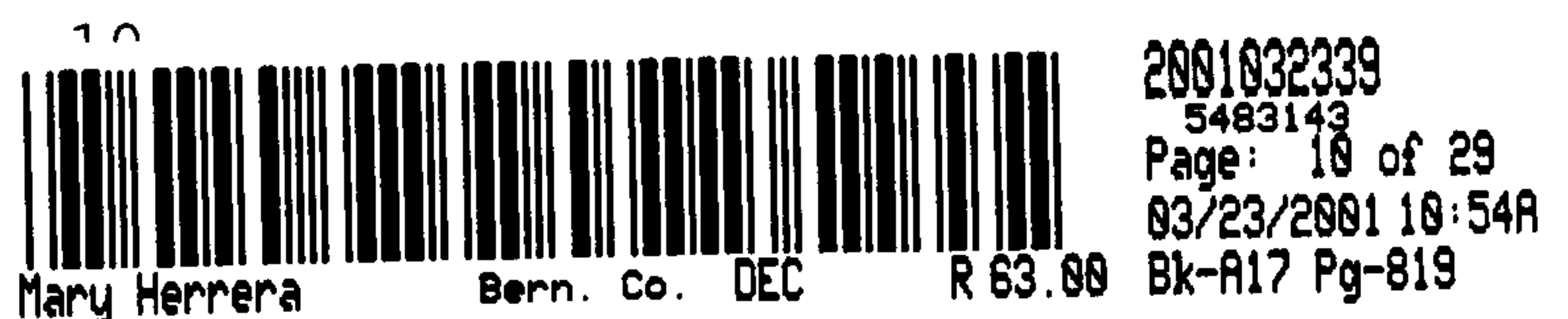
F. Drainage Plan. Each Owner shall maintain its Tract, and any Improvements constructed thereon, including maintenance of the grade of the Tract and any permanent or temporary drainage improvements constructed thereon in such a manner as to comply with the Drainage Plan. Each Owner shall indemnify and hold the other Owners harmless from loss, claims, damages or liabilities resulting from the indemnifying Owner's failure to maintain his Tract in conformity with the Drainage Plan, except as prohibited by Section 56-7-1 et seq., N.M.S.A. 1978 Comp.

G. Reciprocal Parking/Access/Drainage Note. The reciprocal parking, ingress/egress, access and drainage easements created by the Reciprocal Parking/Access/Drainage Note shall only encumber the Joint Use Areas of the Property. To the extent that the terms of this Declaration further specify the rights and obligations of the Owners with respect to the Joint Use Areas, the Reciprocal Parking/Access/Drainage Note is modified and limited as provided for herein.

## VI. EASEMENTS.

A. Ingress and Egress. AGB25, AGB and each successive Owner hereby grants to the other Owners, as grantee for the benefit of each of the other Owners, and their respective successors in interest, tenants, employees, agents, customers and invitees, and for the benefit of the Tract owned by each Owner, a nonexclusive easement appurtenant to each Tract owned by each Owner over and across the Internal Access Roads for ingress and egress for vehicular and pedestrian traffic and for landscaping those portions of the Internal Access Road Easements not improved for roadway purposes. This easement shall be in perpetuity. No breach of this Declaration,

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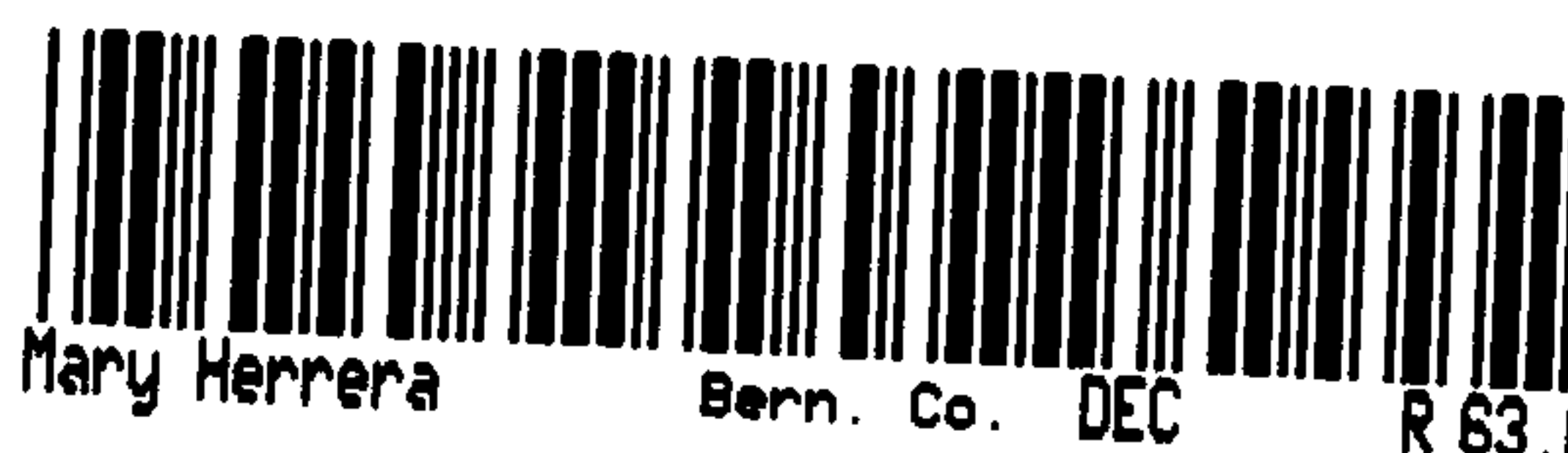
or any covenant, condition or easement contained herein shall cause a forfeiture of this easement.

B. Limited Common Areas. AGB25, AGB and each successive Limited Common Area Benefitted Owner grants to the other Limited Common Area Benefitted Owner, as grantee for the benefit of each of the benefitted Tracts, and their respective successors in interest, tenants, improvements, agents, customers and invitees, and for the benefit of the benefitted tract owned by each Limited Common Area Benefitted Owner, a nonexclusive easement appurtenant to such Tract over and across the Limited Common Areas, as they exist from time to time, for ingress and egress for vehicular and pedestrian traffic. This easement shall be in perpetuity. No breach of this declaration or any covenant, easement or condition contained herein shall cause a forfeiture of this easement. The Limited Common Area Benefitted Owners shall have the right to relocate and/or alter the Limited Common Areas benefitting their Tracts upon the unanimous approval of all Limited Common Area Benefitted Owners benefitting from any such Limited Common Area.

C. Joint Use Areas. There is hereby granted to the Owners, as grantee, for the benefit of each of the Owners, and their respective successors in interest, tenants, employees, agents, customers and invitees and for the benefit of the Tract owned by each Owner an easement for access, ingress and egress, and parking upon, over and across the Joint Use Areas, as they exist from time to time, subject to the limitations set out herein.

D. Storm Drainage. There is hereby granted to the Owners, as grantee, for the benefit of each of the Owners, and their respective successors in interest, tenants, employees, agents, customers and invitees and for the benefit of the Tract owned by each Owner, a non-exclusive easement appurtenant to each Tract owned by each grantee for the transmission and flow of storm water drainage upon, over and across all of the other tracts (the "Drainage Easement"). The use of the Drainage Easement will be in accordance with the Drainage Plan. The Owners acknowledge that the purpose of the Drainage Easement and the drainage easement granted by the Reciprocal Parking/Access/Drainage Note (the "Plat Drainage Easement") is to effectuate the Drainage Plan. Upon construction of any buildings on any of the Tracts pursuant to a site development plan approved by the City, the Drainage Easement and the Plat

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Drainage Easement shall automatically terminate and be released for the portion of the Tracts upon which the buildings are constructed, subject to the Owner of the Tract amending the Drainage Plan so as to carry the storm drainage waters across the Owner's Tract in a manner acceptable to the City. The Owners agree to execute documents and take actions necessary to release the Owner's interest in the Drainage Easement and the Plat Drainage Easement (to the extent the Owners are benefitted by the Plat Drainage Easement) so that neither easements interfere with the use of the Property or any building or improvement constructed on or to be constructed on the Property.

E. Utilities. There is hereby granted to the Owners, as grantee, for the benefit of each of the Owners, and their respective successors in interest, tenants, employees, agents, customers and invitees and for the benefit of the Tract owned by each grantee, a non-exclusive easement for the installation and maintenance of utilities (including, but not limited to cable, gas, electricity, telephone and water) upon, over and across the Internal Access Roads (the "Utility Easement"). Any Owner constructing, or causing to be constructed, utilities within the Utility Easement, shall be solely responsible for the cost of construction of the utilities, and for the cost of repair and restoration of the improvements to be the Internal Access Road damaged by the construction of such utilities.

#### VII. DEVELOPMENT AND MAINTENANCE OF JOINT USE AREA.

A. Development. At the time a building is constructed upon a Tract, the Joint Use Area on that Tract shall be developed in accordance with the Site Plan.

B. Maintenance. Each Owner shall maintain the portions of the Joint Use Area that it owns, at its sole expense, in good and clean condition and repair, which maintenance shall include, but not be limited to the following:

(1) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;



(2) Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(3) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines;

(4) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(5) Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and making replacements of shrubs and other landscaping as is necessary and in compliance with the Site Plan; and

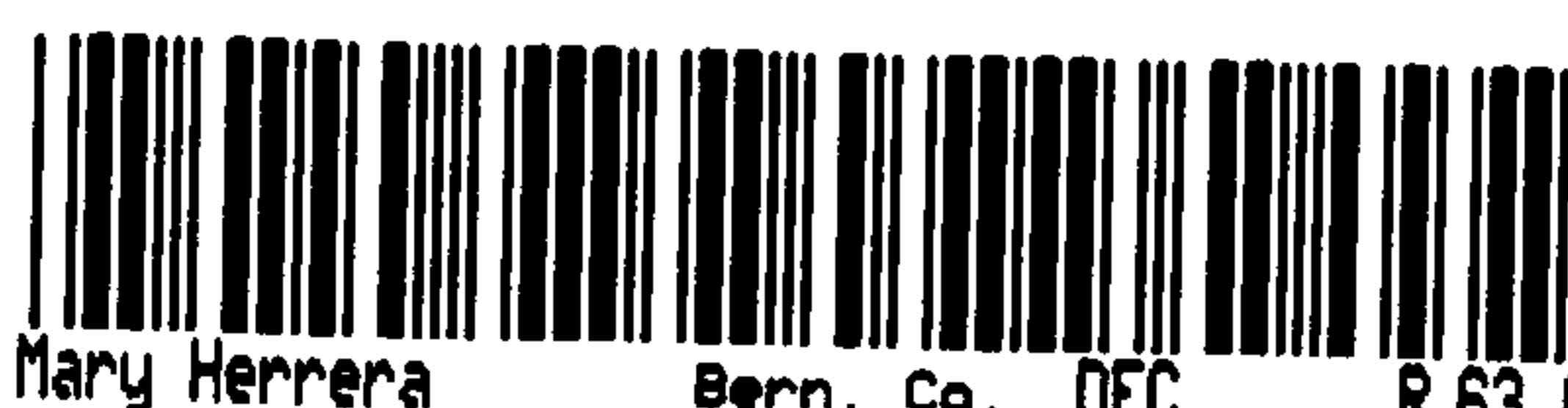
(6) Maintaining and repairing any and all Joint Use Area walls, Joint Use Area storm drains, sewers and other services within the Joint Use Area.

C. Tracts. Each Owner shall be responsible for maintenance of all Improvements on its Tract in a manner consistent with the level of maintenance of a first-class retail/office/service development in the Albuquerque area.

D. Limited Common Areas. The Limited Common Area Benefitted Owners shall be responsible for maintenance of all Improvements on the Limited Common Area benefitting their Tracts, to be shared equally by such Owners. The maintenance shall be at a level consistent with a first-class retail/office/service development in the Albuquerque area.

VIII. PERIMETER LANDSCAPING. Each Owner of any of the Tracts (the "Improving Owner") shall install landscaping and landscaping irrigation within the Perimeter Landscaping Area on its Tract and within the Right-of-Way Landscaping License Area adjacent to its Tract (the "Required Improvements") within six (6) months of purchase of its Tract. The Required Improvements shall be in accordance with the Site Plan, the Perimeter Landscape Criteria, and all applicable local zoning and other laws, and shall be approved by the Developer. The Perimeter Landscape Criteria shall be on file at the office of the Developer and available for inspection and review by Owners and/or prospective Owners. The Developer shall have the right

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to modify, or to grant variances from, the Perimeter Landscape Criteria, from time to time, so long as the modifications or variances do not materially alter the character or quality of the Project. The Required Improvements shall be provided with a landscape irrigation system (the "Irrigation System") which is originally connected to the Owner's water meter and electric meter on the Owner's Tract. The Irrigation System shall be designed so that upon the Developer assuming the maintenance obligation for the Required Improvements, the water lines and electric service provided to the Required Improvements can be connected to the water and electric systems serving the Common Areas of the Project upon the Developer's assuming the obligation to maintain the Required Improvements, as a Common Area expense. Each Owner shall maintain the Required Improvements on its Tract until the Developer assumes the obligation of maintenance of the Required Improvements, subject to reimbursement from the Owners, as provided in Article IX. The Developer, subject to reimbursement as provided for herein, shall maintain the Required Improvements on its Tract(s). So long as any Owners are maintaining the Required Improvements on or adjacent to its Tract, such Owners shall not be obligated to contribute towards the cost of maintenance of Required Improvements on other Tracts.

#### IX. MAINTENANCE OF COMMON AREA.

A. Standards. Developer shall operate and maintain, or cause to be operated and maintained the Common Area and all Improvements constructed thereon, in a first-class condition and repair. The maintenance is to include, but not be limited to, the following:

- (1) Resurfacing of walks, drives and parking areas;
- (2) Keeping the surface of the Common Area in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall, in all respects, be equal in quality, use and durability;
- (3) Cleaning, sweeping, painting, striping, disposal of rubbish and debris, removal of soil and stone washed into the Common Area

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drainage facilities and all other tasks, including snow and ice removal, necessary to maintain the parking and Common Area in a clean, safe and orderly condition;

- (4) Maintenance of all curbs, parking dividers, landscape enclosures, fences and retaining walls in good condition and repair;
- (5) Placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as shall be reasonably required;
- (6) Maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered;
- (7) Illumination of the Common Area during hours of darkness for hours determined by the Developer;
- (8) Maintenance of all utility lines within the Project that are not the responsibility of the utility companies, and do not serve only one Tract; and
- (9) Securing the Project, and the Common Areas, including the cost of security personnel and security equipment.

B. Payment of Common Area Maintenance Expenses.

Developer shall expend only the monies reasonably necessary for the operation of the Common Area and for the maintenance thereof in order to keep the Common Area in first-class condition and repair (the "Common Area Maintenance Expenses"). Each Owner shall pay to Developer its proportionate share of Common Area Maintenance Expenses actually incurred by Developer, together with an administrative fee in the amount of fifteen percent (15%) of the Common Area Maintenance Expenses (the "CAM Administration Expenses"). On or before December 1st of each

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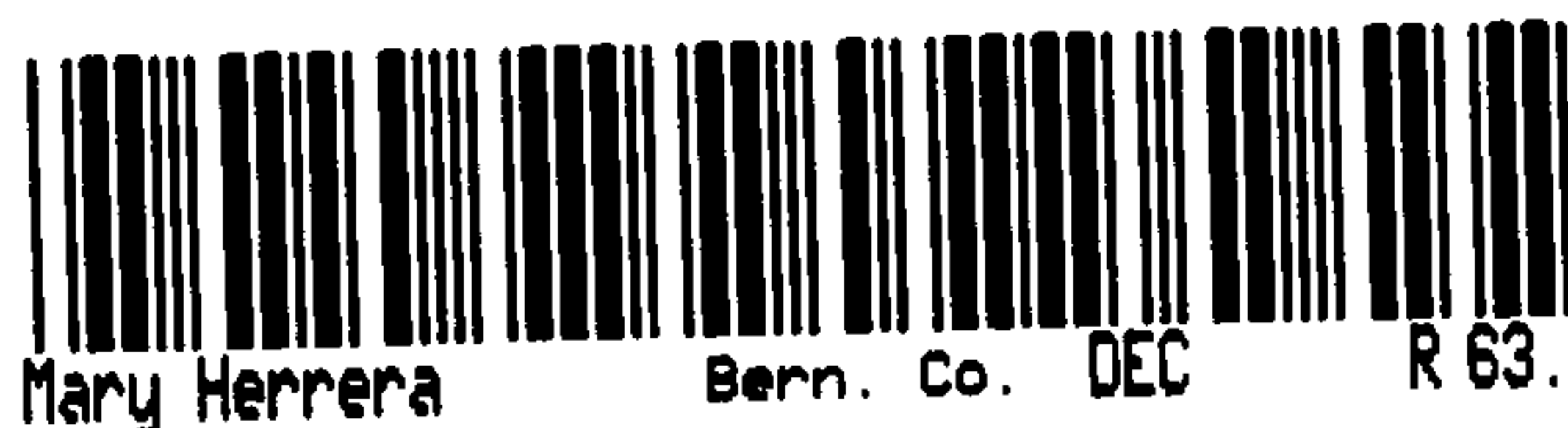


year, Developer shall furnish each Owner with a budget of the Common Area Maintenance Expenses anticipated to be incurred during the following calendar year and each Owner's estimated proportionate share of Common Area Maintenance Expenses. Such budget shall be in such detail as determined by the Developer taking into account information normally and readily available to Developer. The Estimated Common Area Maintenance Expenses and CAM Administration Expense shall be paid by the Owners to the Developer in twelve equal monthly installments during each calendar year. Developer shall, within three (3) months following the close of each calendar year, invoice each Owner for the Common Area Maintenance Expenses and the CAM Administration Expenses for the prior calendar year. The invoice shall include in reasonable detail all computations of the Common Area Maintenance Expenses, and each Owner agrees to pay its proportionate share of the Common Area Maintenance Expenses and the CAM Administration Expense within thirty (30) days following receipt of the invoice. If the invoice delivered within three (3) months following the close of a calendar year in accordance with this subparagraph shows an amount owing by the Owners that is less than the sum of the estimated monthly payments made by the Owners in the previous calendar year, the invoice shall be accompanied by a refund of the excess by Developer. If such invoice shows an amount owing by the Owners which is more than the sum of the monthly payments made by the Owners in the previous calendar year, the Owners shall pay such deficiency to Developer within thirty (30) days after receipt of the invoice. The Owners shall have the right, at their own expense and at a reasonable time, to audit Developer's books relevant to the Common Area Maintenance Expenses and CAM Administration Expenses due under this paragraph.

C. Determination of Owners' Shares. The Owners and Developer shall pay, as their proportionate share of Common Area Maintenance Expenses, that amount determined by multiplying the amount of such Common Area Maintenance Expenses by the ratio that the square foot area of the Tract owned by each Owner bears to the total square foot area of the Property.

D. Resignation by Developer. Developer shall have the right, upon giving sixty (60) days' prior notice to the other Owners, to resign its duties under this Subparagraph IX. If Developer so resigns, the other parties thereafter shall operate, maintain and insure their own Tracts and all Common Area located thereon, as well as all Improvements constructed

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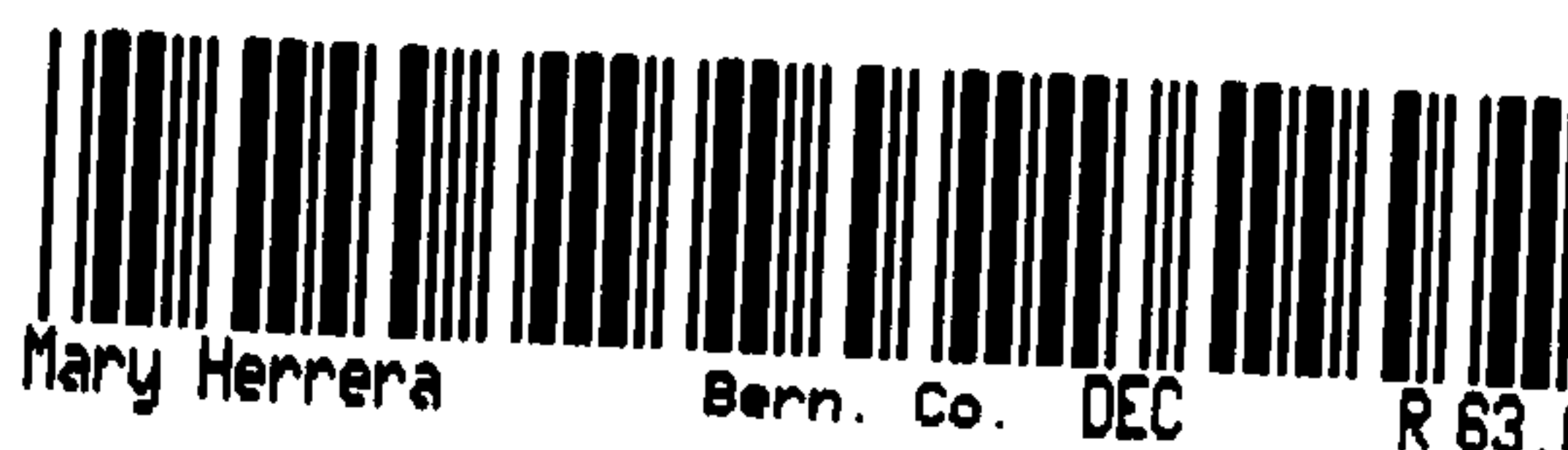
within the Right-of-Way Landscaping License Areas adjacent to their Tracts, in the manner described in this Article IX. The other Owners will not be obligated to reimburse Developer for any share of Common Area Maintenance Expenses incurred by Developer after the effective date of its resignation.

E. Taxes. Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Tract, including any Common Areas and Joint Use Areas located thereon, the buildings and Improvements located thereon, and any personal property owned or leased by such Owner, provided that if the taxes or assessments or any part thereof may be paid in installments, the Owner may pay each such installment as and when the same becomes due and payable. Nothing contained in this subparagraph shall prevent any Owner from contesting at its cost and expense any such taxes and assessments with respect to its Tract in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time as such contest is concluded (allowing for appeal to the highest appellate court), the contesting Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon. In the event any Owner fails at any time to pay its taxes or assessments on the Joint Use Area or Common Area, and which may create an imminent threat that the Joint Use Area or Common Area will be sold for taxes, and terminating the other Owner's rights pursuant to this Declaration, then the Developer or any other Owner (the "Curing Owner") may pay such taxes and/or assessments together with interest, penalties, and cost, and in any such event the non-paying Owner shall promptly reimburse or pay the Developer or the Curing Owner for all such taxes and/or assessments, interest, penalties, and other charges and until such reimbursement has been made, the amount thereof shall constitute a lien and charge on the real estate and improvements of the defaulting Owner.

#### X. CONSTRUCTION OF IMPROVEMENTS

A. Developer Approval. Except for the Exempt Improvements, as hereinafter defined, before any Owner shall commence on any Tract within the Project the installation of, construction of, exterior remodeling of, addition to, or alteration of any Improvement of whatsoever nature; and before anyone shall paint, texture, repaint or retexture the exterior

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surfaces of any Improvement, or install or modify any landscaping, there shall be submitted to the Developer plans and specifications as follows:

(1) Preliminary or tentative plans and specifications which shall clearly show the nature of the work or installation proposed and the location thereof, on the Tract, which such preliminary or tentative plans shall include sufficient description of materials, colors, textures, etc. together with a landscaping plan as shall enable the Developer to evaluate whether the proposed construction, alteration, installation, etc. will be consistent with the Site Plan, will be consistent with the architectural motif, style and quality of the Project, and will be compatible with surrounding Improvements;

(2) After approval of the preliminary or tentative plans, including therein any requirements made by the Developer in the due and proper exercise of its discretion and powers, two complete sets of the final plans and specifications. All such final plans shall include plot plans showing the location on the Tract of all Improvements proposed to be constructed and/or installed, planted, placed or maintained on the Tract and shall further include elevations, together with the proposed color scheme and textures for roofs and exteriors thereof, indicating the materials for same.

Except for the Exempt Improvements, no Improvement of any kind, installations, painting, texturing, or landscaping shall ever be, or permitted to be, erected, constructed, installed, placed or maintained on any Tract within the Project, unless and until the final plans, specifications and elevations therefor shall have received written approval of the Developer.

The Developer is authorized to charge a fee for review of plans and specifications. Payment of the required charge shall be a part of, and condition to, the submittal of plans and specifications for Developer approval.

The Developer shall preliminarily approve or disapprove within thirty (30) days after receipt thereof the preliminary plans and specifications and give final approval or disapproval within thirty (30) days after receipt thereof of the final plans which have been submitted to it. One set of plans

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and specifications, with the Developer's approval or disapproval and requirements endorsed thereon, shall be returned to the Owner and the other copy thereof, with a duplicate endorsement thereon corresponding to the first set shall be retained in the Developer's files.

In the event that the Developer shall fail to approve or disapprove the plans, specifications and other information within thirty (30) days after receipt thereof by the Developer, then such approval shall not be required, provided that no structure, building or other Improvement shall be installed, erected, painted, textured, altered or modified which violates any of the restrictions, set out in this Declaration.

The Developer shall have the right and power to disapprove any plans, specification or details submitted to it, if the Developer shall find that the plans and specifications are in violation of the Site Plan, or any other laws, are not in accord with all provisions of this Declaration, or if a design or color scheme submitted is not in harmony and accord with the quality of the Project, or surrounding Improvements, or if the plans and specifications are incomplete. Developer's approval of any improvement shall not constitute the Developer's representation that the improvements are in compliance with law.

B. Exempt Improvements. The following improvements are exempt from the requirements to procure approval from the Developer ("Exempt Improvements"):

(1) Reconstruction. The repair, rebuilding, and/or reconstruction of Improvements which have been damaged or destroyed by a casualty, so long as the Improvements are rebuilt or reconstructed to substantially the condition that they were in prior to the casualty.

(2) Minor Alterations. The alterations of Improvements to the extent that such alterations are generally consistent with the existing Improvements constructed upon the Tract.

Nothing in this Section XB. shall excuse the Owner from repairing, rebuilding, reconstructing, and/or constructing all Improvements in compliance with the Site Plan.



## XI. ESTOPPEL CERTIFICATE.

Within thirty (30) days after written demand is delivered to the Developer by any Owner, and upon payment therewith to the Developer of a reasonable fee to cover costs from time to time to be fixed by the Developer, the Developer shall provide any Owner with an estoppel certificate executed by an officer of the Developer and acknowledged, certifying with respect to any Tract owned by said Owner, that as of the date thereof (1) setting forth any Common Area Maintenance Charges that are unpaid, (2) setting forth whether Developer is aware of any default by the Owner thereof, and (3) setting forth any approvals that the Developer has granted to the Owner of the Tract and (4) if, to the Developer's knowledge, any Improvements upon the Tract do not comply with this Declaration, the certificate shall also (a) identify the non-complying Improvements and work and (b) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the Owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Developer, and all Owners and such purchaser, and mortgagee.

XII. Liability. The Developer shall not be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of:

(1) The approval or disapproval of any plans, drawings, and specifications, whether or not defective,

(2) The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications,

(3) The development or manner or development of any portion of the Property, or

(4) The execution and recording of an estoppel certificate whether or not the facts therein are correct; provided, however, that the officer executing the certificate, with the actual knowledge possessed by him, has acted in good faith.

Without in any way limiting the generality of the foregoing, the Developer may, but is not required to, consult

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with or hear any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to it.

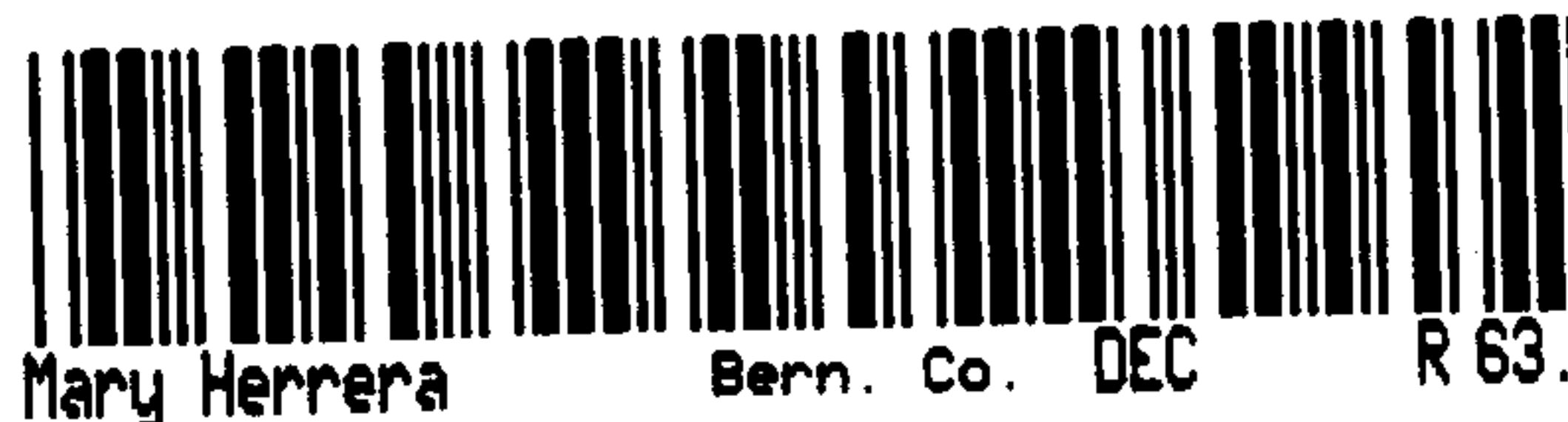
### XIII. LIABILITY INSURANCE; INDEMNIFICATION.

A. General Coverage and Limits. Each Owner agrees to maintain or cause to be maintained liability insurance against claims for bodily injury, death or property damage occurring on, in or about its Tract and the Right-of-Way Landscape License Areas adjacent to its Tract including the Joint Use Area on the Owner's Tract with a "Combined Single Limit" (covering bodily injury liability and property damage) with commercially reasonable limits as established from time to time by the Developer, but not less than One Million Dollars (\$1,000,000.00). Such insurance may be in the form of blanket liability coverage applicable to the Owner's Tract. Each Owner shall, upon request, provide the Developer with evidence of such coverage and a description of any plan of insurance being used.

B. Common Area Coverage and Limits. The Developer agrees to maintain or cause to be maintained liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Common Areas with a "Combined Single Limit" (covering bodily injury liability and property damage) with commercially reasonable limits as established from time to time by the Developer, but not less than One Million Dollars (\$1,000,000.00). The Developer shall, upon request, provide each Owner with evidence of such coverage and a description of any plan of insurance being used. The Developer's cost for this insurance shall be a Common Area Maintenance Expense.

C. Performance of Indemnity Agreements. All policies of insurance required under this Article shall contain a provision that the insurance company will give the Developer thirty (30) days' advance written notice prior to cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each Owner shall deliver to the Developer a statement from the applicable insurer that such insurance insures the performance by the Owner insured thereunder of the indemnity agreements to limits not less than those specified in this Article. Each Owner shall promptly notify the Developer of any asserted claim with respect to which the Developer is or may be indemnified against hereunder and shall deliver to the Developer copies of process and pleadings.

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D. Indemnification. Each Owner hereby agrees to indemnify, defend and save the Developer and the other Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on its own Tract, including Common Areas and Joint Use Areas on its Tract, except if caused by the act or neglect of the Developer or another Owner. To the extent, if at all, Section 56-7-1 N.M.S.A. 1978 is applicable to this Agreement, this obligation will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

#### XIV. EMINENT DOMAIN.

A. Owner's Right to Award. Nothing herein shall be construed to give an Owner any interest in any award or payment made to the other Owners in connection with any exercise of eminent domain, inverse condemnation, or transfer in lieu thereof affecting said other Owners' Tracts or give the public or any government any rights in the Tracts. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Joint Use Area located within the Property, the award attributable to the land and improvements of such portion of the Joint Use Area shall be payable only to the owner in fee thereof and no claim thereon shall be made by any of the other Owners, except to the extent of the other Owner's claim for damages for loss of access.

B. Common Areas. In the event of the taking in connection with any exercise of eminent domain, inverse condemnation, or transfer in lieu thereof, affecting the Common Areas, the Owners agree that the Developer shall be entitled to receive any award or payment made for such Common Areas subject to the Developer's obligation to use the proceeds of the taking to replace the Common Areas, acting reasonably. The Developer shall be under no obligation to expend more than the amount of the award or payment to replace the Common Areas taken. In the event of the taking of any of the Internal Access Roads, all

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Owners shall be entitled to a claim for their damages incurred as a result of such taking.

C. Tenant's Claim. Nothing in this paragraph shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between such tenant and Owner for all or a portion of any such award or payment.

D. Mortgagees. Nothing contained in this Section XIV shall alter or impair the rights of any Mortgagee pursuant to a Mortgage encumbering any Tract as of the date of filing this Declaration in the Bernalillo County, New Mexico real estate records.

#### XV. GENERAL PROVISIONS.

A. Inurement. This instrument and the easements, covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon each Owner and its successors and assigns; provided, however, that if any Owner conveys any portion or all of its interest in any Tract owned by it, such Owner shall thereupon be released and discharged from any and all further obligations under this Declaration as it had in connection with the Tract conveyed by it, and provided further, that no such sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

B. Duration. Except as otherwise provided herein, this Declaration shall remain in full force and effect for a term of ninety-nine (99) years from the date hereof, except the easement for the Internal Access Roads, which shall be in perpetuity.

C. Injunctive Relief and Damages. In the event of any violation or threatened violation of any provision in this Declaration by an Owner, lessee, or occupant of any portion of the Property, an Owner shall have the right, in addition to the other remedies herein provided, to enjoin such violation or threatened violation and/or to sue for damages resulting therefrom. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.

D. Right to Cure. Should an Owner fail to timely perform any of its obligations hereunder and thereafter fail to

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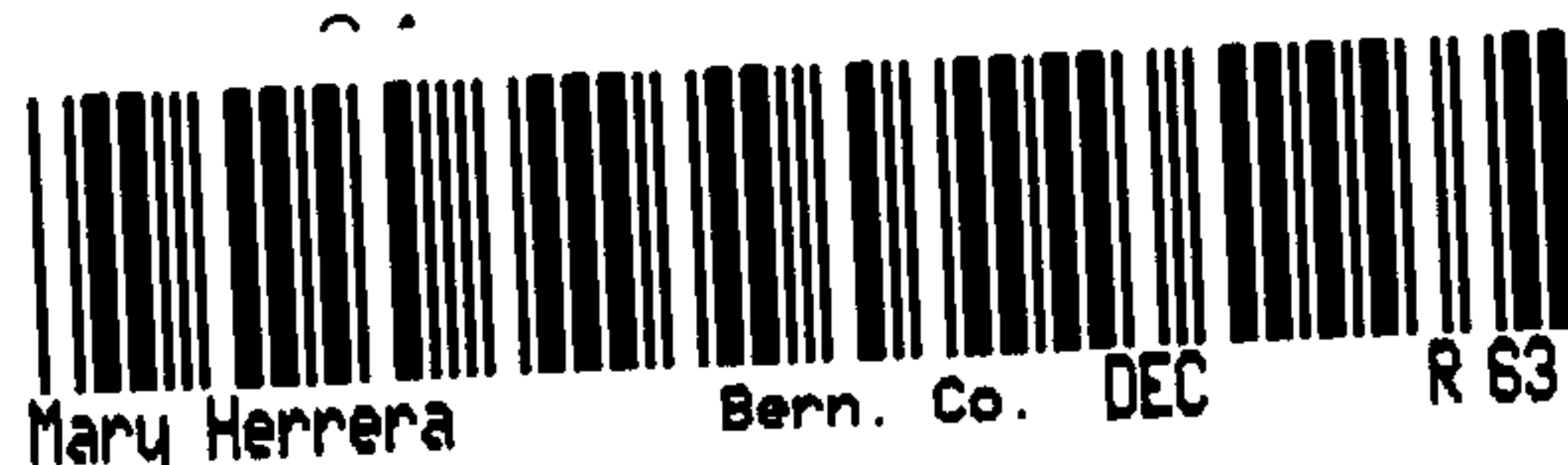




perform or fail to diligently pursue the performance of such obligations within thirty (30) days of its receipt of an Owner's written demand therefor, the Owner giving such notice shall, in addition to any other remedy provided at law or in this Declaration, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Owner and the defaulting Owner shall reimburse the curing Owner for the cost of performing such work within thirty (30) days after the receipt of billing therefor and proof of payment thereof. In the event the defaulting Owner does not reimburse the curing Owner, the curing Owner shall have (a) the right to exercise any and all rights which such curing Owner might have at law to collect the same, and (b) have a lien on the Tract owned by the defaulting Owner in the amount expended by the curing Owner but not reimbursed by the defaulting Owner, which amount shall bear interest at twelve percent (12%) per annum, from the date of billing until paid. Such lien may be filed for record by the Curing Owner as a claim against the defaulting Owner, in the form required by law, in the office of the County Clerk of Bernalillo County, State of New Mexico, signed and certified, which lien shall contain at least the following information:

- (i) The name of the lien claimant, if any;
- (ii) The name of the defaulting Owner, a description of the work performed on behalf of such Owner and a statement itemizing the cost thereof;
- (iii) A description of the Tract being liened. The lien so claimed shall attach from the date of recordation in the amount claimed by the Owner curing the default and it may be enforced and foreclosed in any manner allowed by law, including but not limited to suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the State of New Mexico.

Such a lien, when so established against the Tract described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or becomes attached to such real property after the time or recording the claim of lien.





## XVI. MORTGAGEE'S RIGHTS.

A. Default. No Owner shall have the right to exercise any remedies provided for herein against any Tract (the "Default Tract") or any Owner (the "Default Owner") prior to written notice (the "Mortgagee Notice") to all mortgagees ("Mortgagees") having a Mortgage encumbering the Default Tract filed in the Bernalillo County, New Mexico real estate records, and the failure of the default to have been cured within sixty (60) days of the date of the Mortgagee Notice. The Mortgagee Notice shall be given pursuant to the terms of Article XXI hereof to the address set out in the filed Mortgage or such other address given to the Developer by the Mortgagee.

B. Assessments. The lien for unpaid assessments created pursuant to this Declaration shall be subject and subordinate to, and shall not affect the rights of any Mortgagee. The foreclosure of any such lien shall not impair the validity or priority of any Mortgage.

C. Enforcement Against Mortgagees. No violation or this Declaration by any Owner, or any enforcement of this Declaration against any Owner shall defeat or render invalid the lien of any Mortgagee.

D. Rights of Mortgagee to Information. Any Mortgagee shall, upon written request to the Developer, be entitled to inspect the Declaration, and the books and records relating to the Common Area Maintenance Expenses. If a Mortgagee furnishes the Developer, in writing, with its address, it shall be entitled to receive within a reasonable time Common Area Maintenance Expense statements for the immediately preceding calendar year, free of charge.

E. Collection of Assessments. The Mortgagee shall be under no obligation to collect Common Area Maintenance Expenses.

F. Amendments to Declaration. Amendments to the Declaration which materially affect the rights and/or obligations of the Owners shall require the approval of the Mortgagees.



XVII. MODIFICATION.

This Declaration may not be modified or terminated in any respect whatsoever or rescinded, in whole or in part, except with the consent of all Owners and then only by written instrument duly executed and acknowledged by such Owners.

XVIII. NOT A PUBLIC DEDICATION.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Declaration shall be strictly limited to and for the purpose herein expressed.

XIX. BREACH SHALL NOT PERMIT TERMINATION.

No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner, any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

XX. ATTORNEYS' FEES.

In the event that legal proceedings are brought or commenced to enforce any of the terms of this Declaration against any Owner or other party with an interest in the Property, the successful party in such action shall then be entitled to receive and shall receive from the defaulting Owner or party a reasonable sum as attorneys' fees and costs.

XXI. NOTICES.

Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, postage prepaid, or by another commercially recognized means of delivery, addressed to the street address of the Tract of the property owned by the receiving Owner.



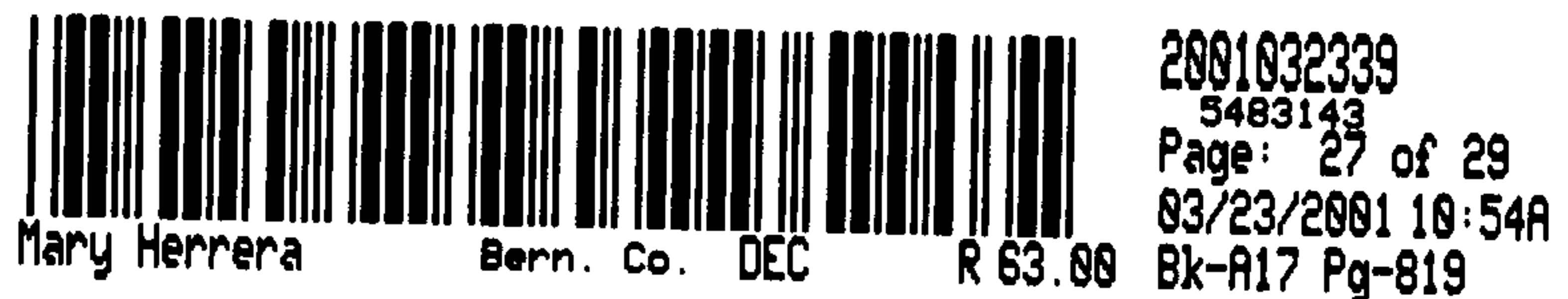
DEVELOPER: AGB TWENTY-FIVE, L.L.C.  
17440 North Dallas Parkway  
Suite 230  
Dallas, Texas 75287  
Attn.: Brian Parks or Brad Kruger

and to: Dana Gottlieb  
Angelo, Gordon & Co., L.P.  
245 Park Avenue, 26th Floor  
New York, New York 10167

AGB: AGB ALBUQUERQUE, L.L.C.  
17440 North Dallas Parkway  
Suite 230  
Dallas, Texas 75287  
Attn.: Brian Parks or Brad Kruger

and to: Dana Gottlieb  
Angelo, Gordon & Co., L.P.  
245 Park Avenue, 26th Floor  
New York, New York 10167


The person and the place to which notices are to be mailed may be changed by the Owners by written notice to the other.



IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.


AGB TWENTY-FIVE, L.L.C.  
a Delaware limited liability company

By: AG Asset Manager, Inc., a Delaware corporation, its Manager

By:   
Name:  
Title: DANA GOTTLIEB  
VICE PRESIDENT

AGB ALBUQUERQUE, L.L.C.,  
a Delaware limited liability company:

By: AG Asset Manager, Inc., a Delaware corporation, Manager

By:   
Name:  
Title:  
DANA GOTTLIEB  
VICE PRESIDENT





STATE OF New York )  
 ) ss.  
COUNTY OF New York )

The foregoing instrument was duly acknowledged before me this 22nd day of March, 2001, by DANA GOTTLIEB of AG Asset Manager, Inc., a Delaware corporation as Manager of AGB TWENTY-FIVE, L.L.C., a Delaware limited liability company, on behalf of said company.

Clayton Nott  
Notary Public

My commission expires:  
CLAYTON NOTTLEMAN  
Notary Public, State of New York  
No. 01NO6013148  
Qualified in New York County  
~~Commission Expires September 8, 2002~~

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

The foregoing instrument was duly acknowledged before me this 22nd day of March, 2001, by DANA GOTTLIEB, of AG Asset Manager, Inc., a Delaware corporation, as Manager of AGB ALBUQUERQUE, L.L.C., a Delaware limited liability company, on behalf of said company.

Clayton Nott  
Notary Public

My commission expires:  
CLAYTON NOTTLEMAN  
Notary Public, State of New York  
No. 01NO6013148  
Qualified in New York County  
~~Commission Expires September 8, 2002~~



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# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

***Planning Department  
Transportation Development Services Section***

April 8, 2003

David Soule, P.E.  
8509 Jefferson NE  
Albuquerque, NM 87113

Re: Certification Submittal for Final Building Certificate of Occupancy for  
The Shops@25, [E-177-D46A]  
4320 The 25 Way  
Engineer's Stamp Dated 04/07/03

Dear Mr. Soule:

The TCL / Letter of Certification submitted on April 7, 2003 is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to the Building and Safety Section.

Sincerely,

Nilo E. Salgado-Fernandez, P.E.  
Senior Traffic Engineer  
Development and Building Services  
Planning Department

c: Engineer  
Hydrology file  
CO Clerk

# TIERRA WEST, LLC

8509 Jefferson NE  
Albuquerque, NM 87113

(505) 858-3100  
fax (505) 858-1118

twllc@tierrawestllc.com  
1-800-245-3102

April 7, 2003

Ms. Terri Martin  
Development and Building Services  
Public Works Department  
PO Box 1293  
Albuquerque, NM 87103

**RE: Final Site Plan Certification for Certificate of Occupancy  
The Shops @25, 4320 The 25 way**

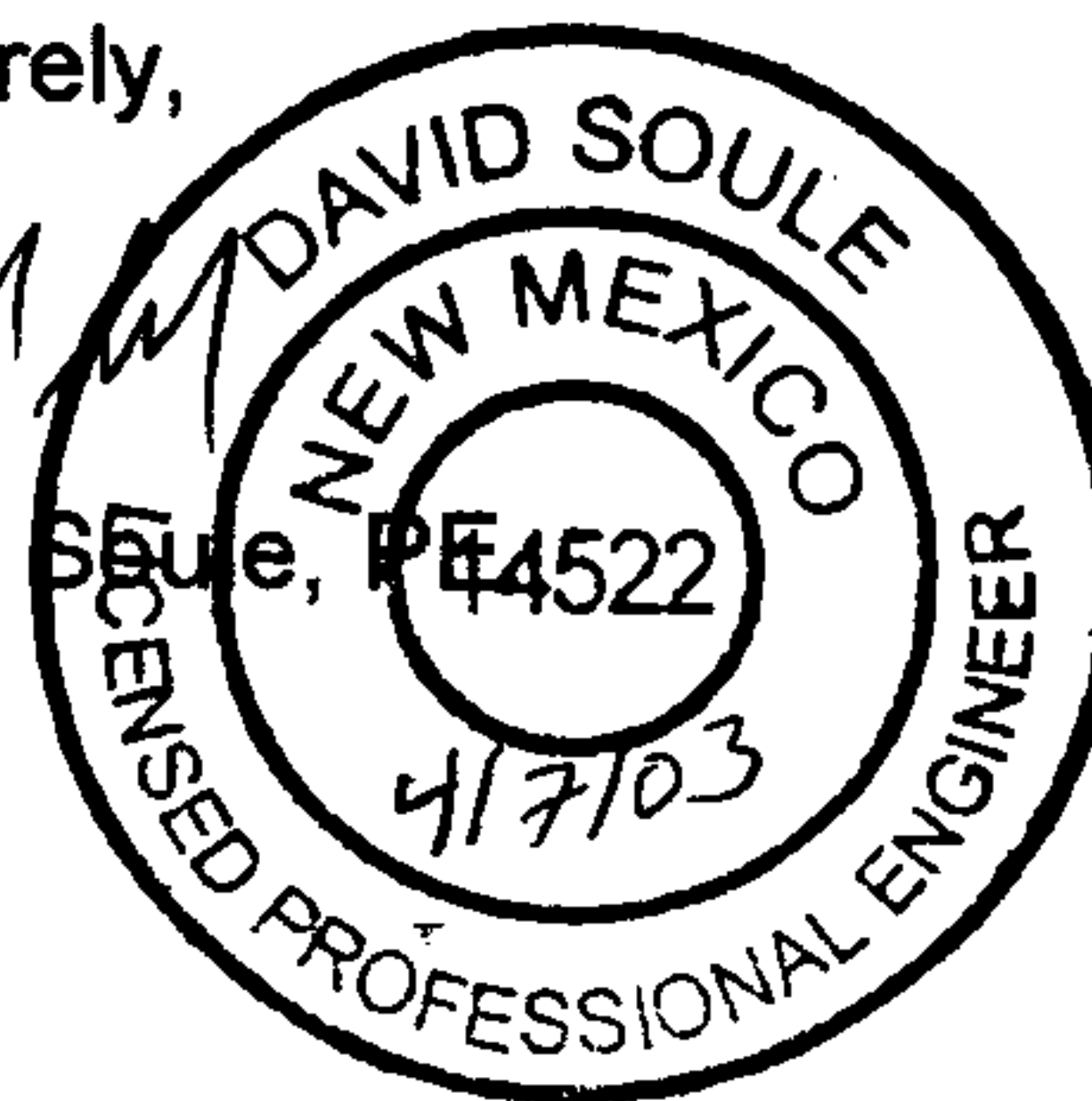
Dear Ms. Martin:

We are requesting Final Site Plan Certification for The Shops @25 commercial site located in the @25 Development. Enclosed is the DRB approved Site Plan for Building Permit and Information Sheet for the site. Star Construction completed the parking lot striping, paving, curb and gutter and sidewalks. Landscaping is in place. Field verification of the Site Plan was completed by our office and Ken Giles of Dekker/ Perich/ Sabatini. All work is in substantial compliance with the approved Site Plan. We are, therefore, requesting Final Certification of the Site Plan for Certificate of Occupancy.

If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

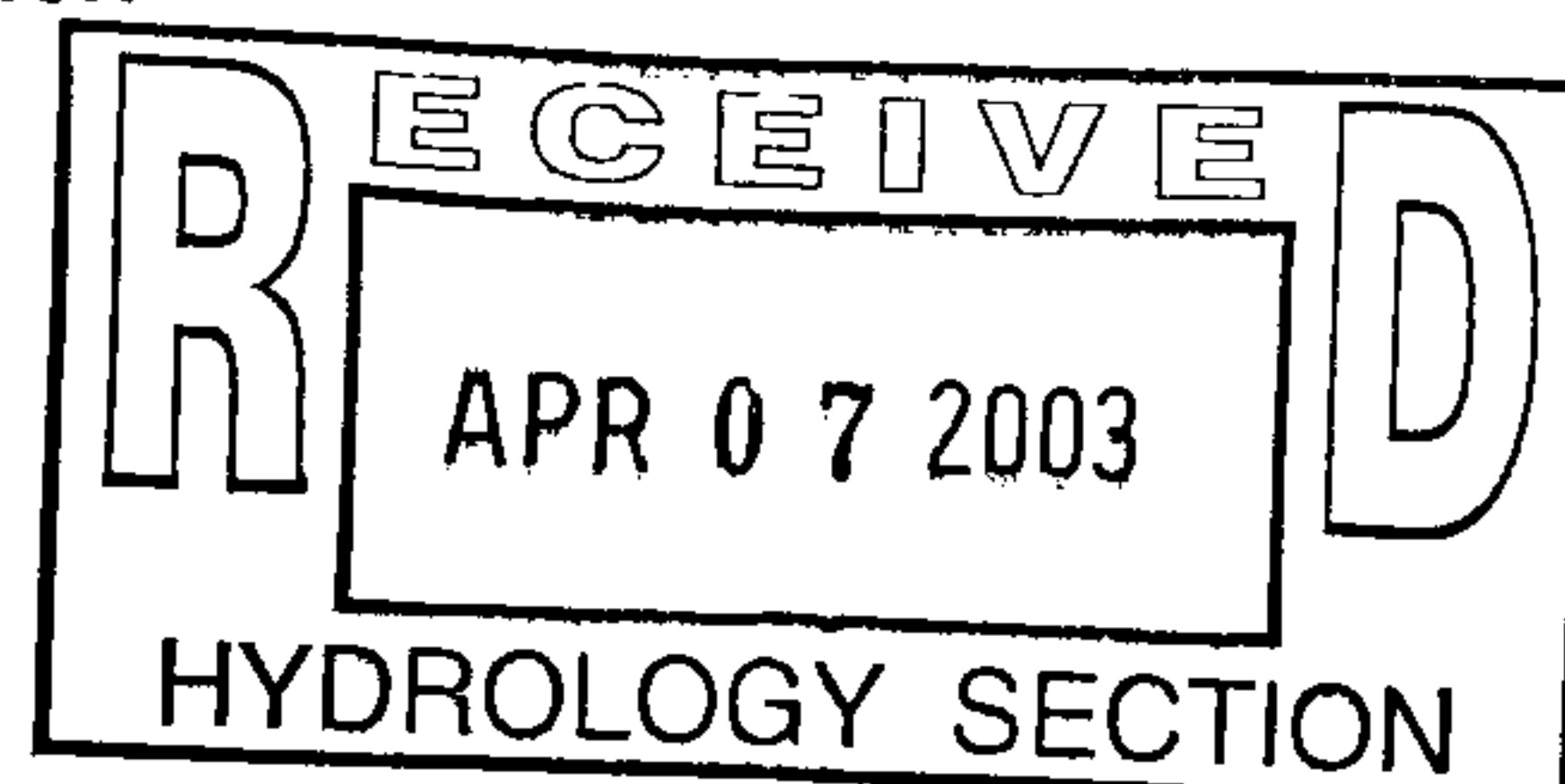
David Soule, PE



Enclosure/s

cc: Star Construction

JN: 200030  
DS/rw



200030 final CO traffic ltr.doc

# DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 01/28/2003rd)

PROJECT TITLE: The Shops @ 25  
DRB #: 1000420 EPC #: \_\_\_\_\_

ZONE MAP/DRG. FILE #: F-17/D46A  
WORK ORDER #: \_\_\_\_\_

LEGAL DESCRIPTION: Tract I of The 25 Development  
CITY ADDRESS: 4320 The 25 Way

ENGINEERING FIRM: TIERRA WEST, LLC  
ADDRESS: 8509 JEFFERSON NE  
CITY, STATE: ALBUQUERQUE, NM

CONTACT: David Soule  
PHONE: (505) 858-3100  
ZIP CODE: 87113

OWNER: Brian Parks  
ADDRESS: Provident Realty  
CITY, STATE: Dallas, TX

CONTACT: Brian Parks  
PHONE: \_\_\_\_\_  
ZIP CODE: 75287

ARCHITECT: Dekker/ Parish/ Sabatini  
ADDRESS: 6801 Jefferson, Suite 100  
CITY, STATE: Albuquerque, NM

CONTACT: Ken Giles  
PHONE: 761-9700  
ZIP CODE: 87113

SURVEYOR: Precision Surveys  
ADDRESS: 8414-D Jefferson Street, NE  
CITY, STATE: Albuquerque, NM

CONTACT: Larry Medrano  
PHONE: 856-5700  
ZIP CODE: 87113

CONTRACTOR: Star Construction  
ADDRESS: 8912 Adams Street, NE  
CITY, STATE: Albuquerque, NM

CONTACT: Bill Finley  
PHONE: 823-1100  
ZIP CODE: 87113

## CHECK TYPE OF SUBMITTAL:

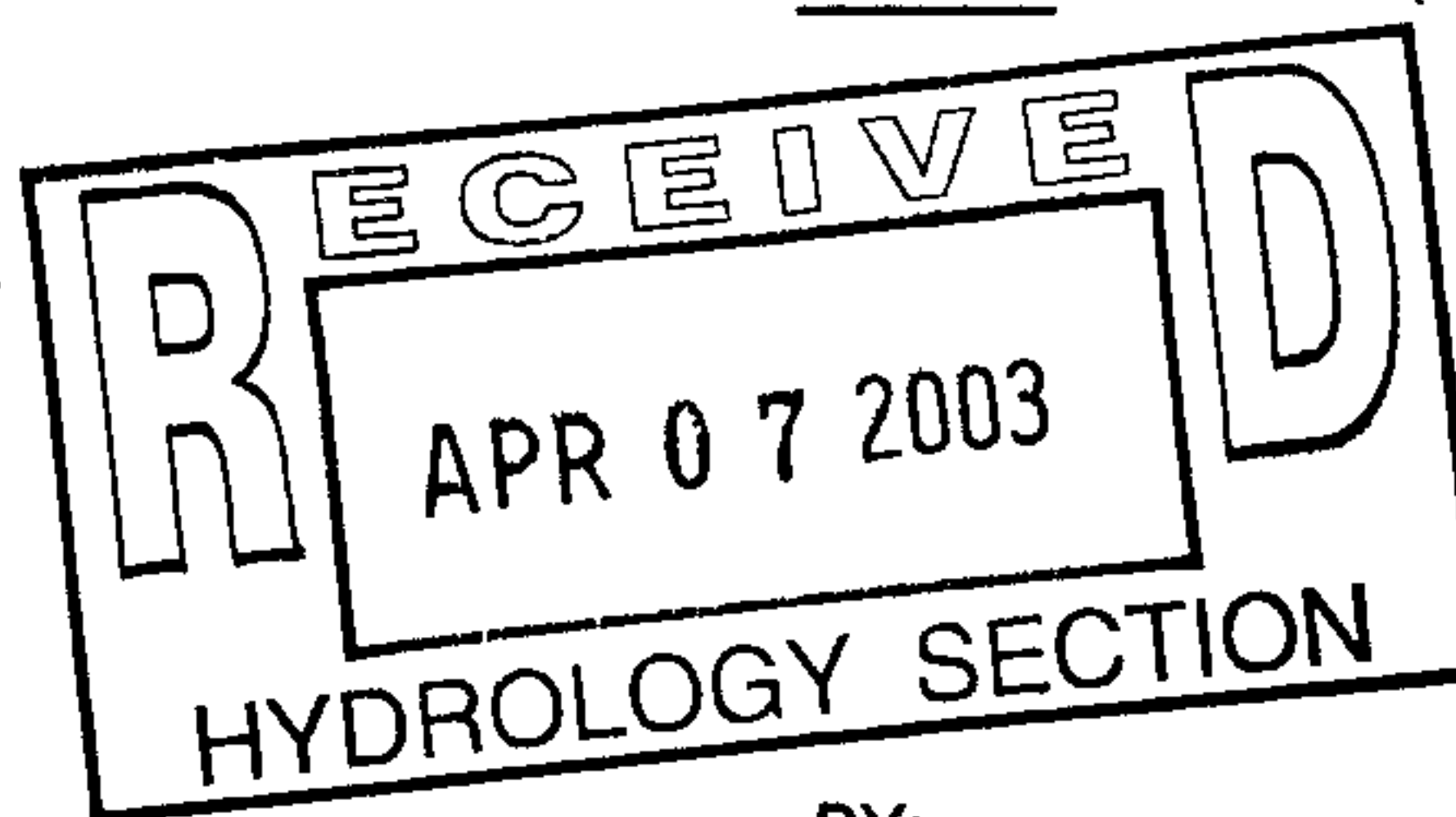
## CHECK TYPE OF APPROVAL SOUGHT:

- ☐ DRAINAGE REPORT  
☐ DRAINAGE PLAN 1st SUBMITTAL, **REQUIRES TCL or equal**  
☐ DRAINAGE PLAN RESUBMITTAL  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☐ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☐ ENGINEER'S CERTIFICATION (HYDROLOGY)  
☐ CLOMR/LOMR  
☒ TRAFFIC CIRCULATION LAYOUT (TCL)  
☒ ENGINEERS CERTIFICATION (TCL)  
☒ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)  
☐ OTHER

- ☐ SIA / FINANACIAL GUARANTEE RELEASE  
☐ PRELIMINARY PLAT APPROVAL  
☐ S. DEV. PLAN FOR SUB'D. APPROVAL  
☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL  
☐ SECTOR PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☐ BUILDING PERMIT APPROVAL  
☒ CERTIFICATE OF OCCUPANCY (PERM.)  
☐ CERTIFICATE OF OCCUPANCY (TEMP.)  
☐ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ WORK ORDER APPROVAL  
☐ OTHER (SPECIFY)

## WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES  
☐ NO  
☐ COPY PROVIDED



DATE SUBMITTED: 4/7/2003 BY: Ronald Wright (259-5635)

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal.

The particular nature, location and scope of the proposed development defines the degree of drainage detail.

One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plans:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.