



Construction Erosion and Sediment Control (ESC) Permit

Project Title _____

Project Address _____

Property Owner:

Company or Owner Name: _____

Street: _____

City, State, Zip Code: _____

Responsible Person:

Name: _____

Phone Number: _____

E-mail: _____

-The person listed on the permit and/or the onsite representative will be contacted if any issues are observed during an inspection.

At a minimum a routine compliance self-inspection is required to review the project for compliance with the Construction General Permit once every 14 days and after any precipitation event of 1/4 inch or greater until the site construction has been completed and the site determined as stabilized by the city. Reports of these inspections shall be kept by the person or entity authorized to direct the construction activities on the site along with a copy of the CGP, the "stormwater team" contact sheet, and the approved ESC Plan. This permit expires the day after the "Project End Date" of the Low Erosivity Waver (LEW) or one year from the date signed below, whichever happens first.

For City personnel use only:

City Personnel Signature: _____ Date _____



Stormwater Quality Plan Information Sheet and Inspection Fee Schedule

Project Name: _____

Project Location: (address or major cross streets/arroyo) _____

Plan Preparer Information:

Company: _____

Contact: _____

Address: _____

Phone Number: (O) _____ (Cell (optional)) _____

e-Mail: _____

Property Owner Information:

Company: _____

Contact: _____

Address: _____

Phone: _____

e-Mail: _____

I am submitting the ESC plan to obtain approval for:

___ Grading ___ Building Permit ___ Work Order Construction Plans

Note: More than one item can be checked for a submittal

Stormwater Quality Inspection fee: (based on development type and disturbed area)

Commercial	< 2 acres \$300 <input type="checkbox"/>	2 to 5 acres \$500 <input type="checkbox"/>	>5 acres \$800 <input type="checkbox"/>
Land/Infrastructure	< 5 acres \$300 <input type="checkbox"/>	5 to 40 acres \$500 <input type="checkbox"/>	>40 acres \$800 <input type="checkbox"/>
Multi - family	< 5 acres \$500 <input type="checkbox"/>	≥5 acres \$800 <input type="checkbox"/>	
Single Family Residential	<5 acres \$500 <input type="checkbox"/>	5 to 40 acres \$1000 <input type="checkbox"/>	> 40 acres \$1500 <input type="checkbox"/>

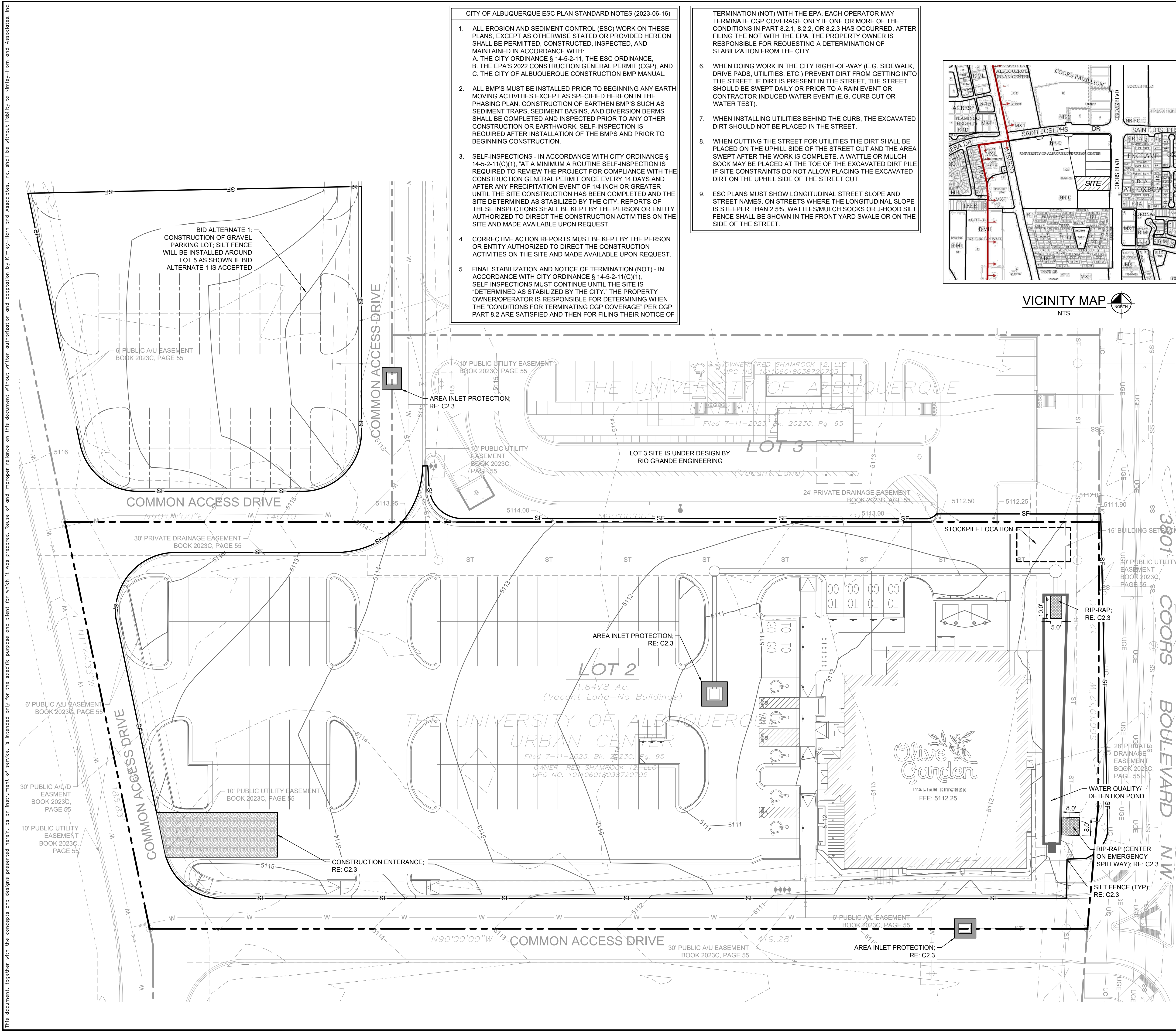
Plan Review fee is \$105 for the first submittal ☐ and \$75.00 for a resubmittal ☐

Total due equals the plan review fee plus the Stormwater Quality Inspection fee.

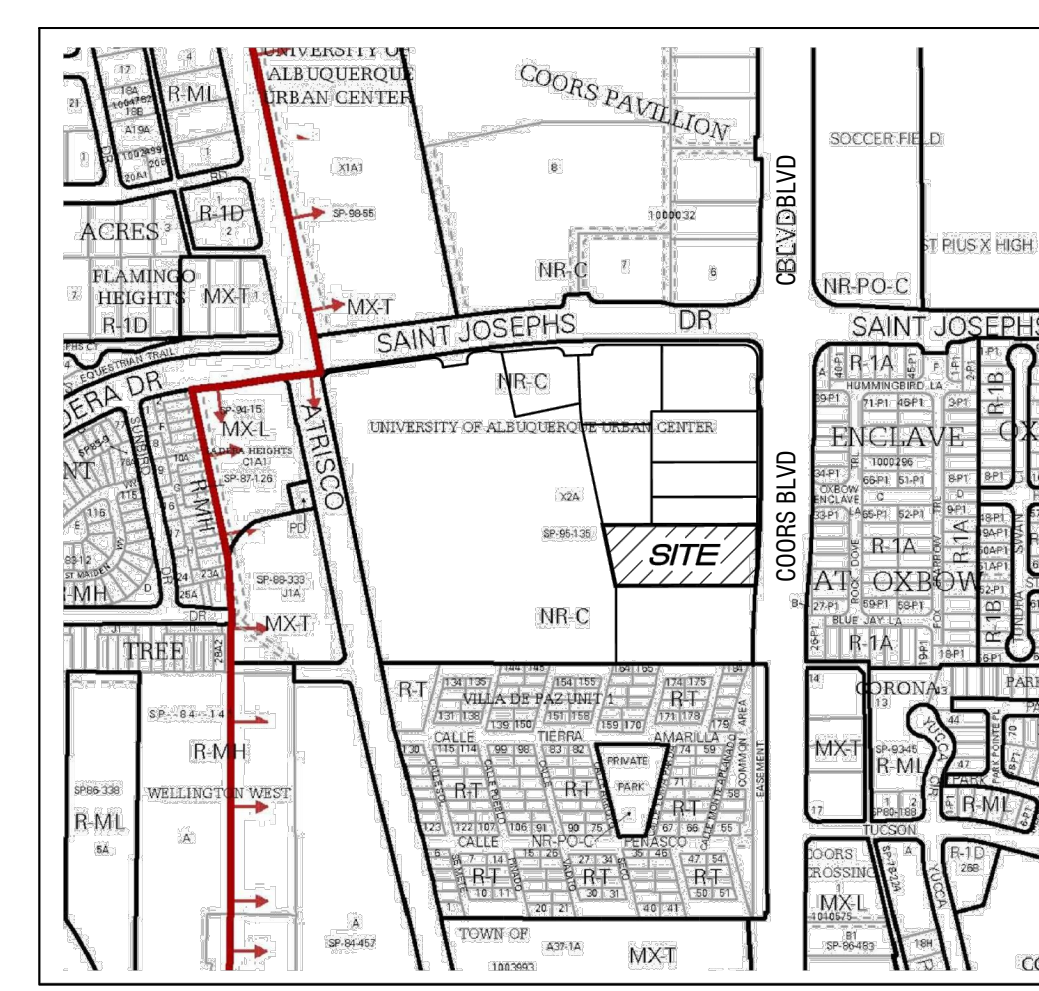
Total Due \$ _____

If you have questions, please contact Doug Hughes, Stormwater Quality 924-3420, jhughes@cabq.gov

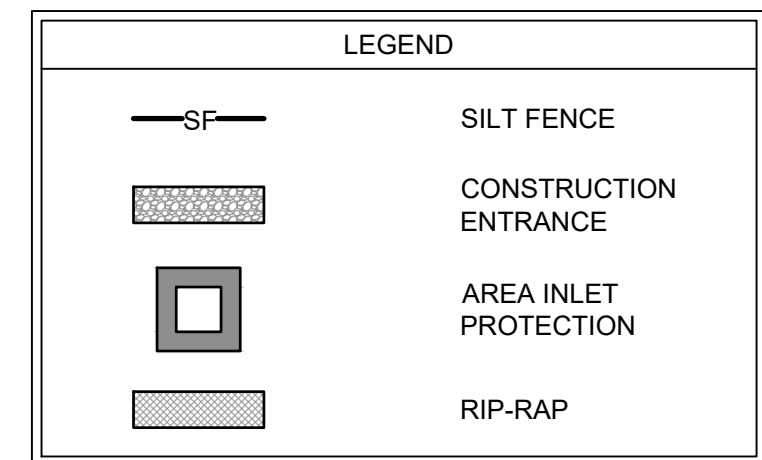
Drawn: 08/13/2024, 1:18 PM
Last Saved: 08/13/2024, 1:18 PM
DWG NAME: EROSION AND SEDIMENT CONTROL PLAN
KIMLEY-HORN AND ASSOCIATES, INC.
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- CITY OF ALBUQUERQUE ESC PLAN STANDARD NOTES (2023-06-16)
- ALL EROSION AND SEDIMENT CONTROL (ESC) WORK ON THESE PLANS, EXCEPT AS OTHERWISE STATED OR PROVIDED HEREON SHALL BE PERMITTED, CONSTRUCTED, INSPECTED, AND MAINTAINED IN ACCORDANCE WITH:
A. THE CITY ORDINANCE § 14-5-2-11, THE ESC ORDINANCE,
B. THE EPA'S 2022 CONSTRUCTION GENERAL PERMIT (CGP), AND
C. THE CITY OF ALBUQUERQUE CONSTRUCTION BMP MANUAL.
 - ALL BMP'S MUST BE INSTALLED PRIOR TO BEGINNING ANY EARTH MOVING ACTIVITIES EXCEPT AS SPECIFIED HEREON IN THE PHASING PLAN. CONSTRUCTION OF EARTHEN BMP'S SUCH AS SEDIMENT TRAPS, SEDIMENT BASINS, AND DIVERSION BERMS SHALL BE COMPLETED AND INSPECTED PRIOR TO ANY OTHER CONSTRUCTION OR EARTHWORK. SELF-INSPECTION IS REQUIRED AFTER INSTALLATION OF THE BMP'S AND PRIOR TO BEGINNING CONSTRUCTION.
 - SELF-INSPECTIONS - IN ACCORDANCE WITH CITY ORDINANCE § 14-5-2-11(C)(1), "AT A MINIMUM A ROUTINE SELF-INSPECTION IS REQUIRED TO REVIEW THE PROJECT FOR COMPLIANCE WITH THE CONSTRUCTION GENERAL PERMIT ONCE EVERY 14 DAYS AND AFTER ANY PRECIPITATION EVENT OF 1/4 INCH OR GREATER UNTIL THE SITE CONSTRUCTION HAS BEEN COMPLETED AND THE SITE DETERMINED AS STABILIZED BY THE CITY. REPORTS OF THESE INSPECTIONS SHALL BE KEPT BY THE PERSON OR ENTITY AUTHORIZED TO DIRECT THE CONSTRUCTION ACTIVITIES ON THE SITE AND MADE AVAILABLE UPON REQUEST.
 - CORRECTIVE ACTION REPORTS MUST BE KEPT BY THE PERSON OR ENTITY AUTHORIZED TO DIRECT THE CONSTRUCTION ACTIVITIES ON THE SITE AND MADE AVAILABLE UPON REQUEST.
 - FINAL STABILIZATION AND NOTICE OF TERMINATION (NOT) - IN ACCORDANCE WITH CITY ORDINANCE § 14-5-2-11(C)(1), SELF-INSPECTIONS MUST CONTINUE UNTIL THE SITE IS "DETERMINED AS STABILIZED BY THE CITY." THE PROPERTY OWNER/OPERATOR IS RESPONSIBLE FOR DETERMINING WHEN THE "CONDITIONS FOR TERMINATING CGP COVERAGE" PER CGP PART 8.2 ARE SATISFIED AND THEN FOR FILING THEIR NOTICE OF TERMINATION (NOT) WITH THE EPA. EACH OPERATOR MAY TERMINATE CGP COVERAGE ONLY IF ONE OR MORE OF THE CONDITIONS IN PART 8.2.1, 8.2.2, OR 8.2.3 HAS OCCURRED. AFTER FILING THE NOT WITH THE EPA, THE PROPERTY OWNER IS RESPONSIBLE FOR REQUESTING A DETERMINATION OF STABILIZATION FROM THE CITY.
 - WHEN DOING WORK IN THE CITY RIGHT-OF-WAY (E.G. SIDEWALK, DRIVE PADS, UTILITIES, ETC.) PREVENT DIRT FROM GETTING INTO THE STREET. IF DIRT IS PRESENT IN THE STREET, THE STREET SHOULD BE SWEEP DAILY OR PRIOR TO A RAIN EVENT OR CONTRACTOR INDUCED WATER EVENT (E.G. CURB CUT OR WATER TEST).
 - WHEN INSTALLING UTILITIES BEHIND THE CURB, THE EXCAVATED DIRT SHOULD NOT BE PLACED IN THE STREET.
 - WHEN CUTTING THE STREET FOR UTILITIES THE DIRT SHALL BE PLACED ON THE UPHILL SIDE OF THE STREET CUT AND THE AREA SWEEP AFTER THE WORK IS COMPLETE. A WATTLE OR MULCH SOCK MAY BE PLACED AT THE TOE OF THE EXCAVATED DIRT PILE IF SITE CONSTRAINTS DO NOT ALLOW PLACING THE EXCAVATED DIRT ON THE UPHILL SIDE OF THE STREET CUT.
 - ESC PLANS MUST SHOW LONGITUDINAL STREET SLOPE AND STREET NAMES. ON STREETS WHERE THE LONGITUDINAL SLOPE IS STEEPER THAN 2.5%, WATTLES/MULCH SOCKS OR J-HOOD SILT FENCE SHALL BE SHOWN IN THE FRONT YARD SWALE OR ON THE SIDE OF THE STREET.

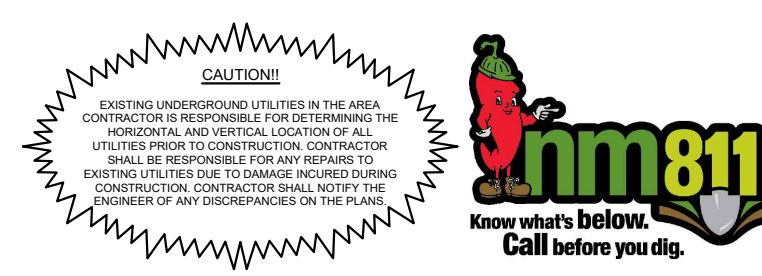


- EROSION CONTROL NOTES
- CONTRACTOR IS SOLELY RESPONSIBLE FOR SELECTION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS - CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
 - CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THIS SITE MAP.
 - DRAINAGE PATTERNS ARE SHOWN ON THIS PLAN BY PROPOSED CONTOURS, EXISTING CONTOURS, AND EXISTING SPOT ELEVATIONS.
 - TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO REFERENCE CIVIL PLANS SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING AND SITE PAVING.
 - SANITARY SEWER EFFLUENT IS DISPOSED OF VIA AN ONSITE SEWER SYSTEM CONNECTED TO A MUNICIPAL SEWER SYSTEM.
 - CONTRACTOR TO PROVIDE INLET PROTECTION IN PUBLIC ROW /EASEMENTS ONLY DURING EARTH MOVING ACTIVITIES. CONTRACTOR TO ENSURE PONDING DOES NOT OCCUR IN PUBLIC ROW/EASEMENTS OR ON ADJACENT PROPERTIES AT ANY TIME DURING CONSTRUCTION.
 - CONTRACTOR SHALL PROVIDE INLET PROTECTION FOR ANY AFFECTED INLETS DOWNSTREAM OF THE PROPOSED IMPROVEMENTS, IF NEEDED.
 - POST CONSTRUCTION STORM WATER POLLUTION CONTROL MEASURES INCLUDE STABILIZATION BY PERMANENT PAVING AND LANDSCAPING. CONTRACTOR SHALL SOO/SEED OR LANDSCAPE ALL DISTURBED AREAS WHICH ARE NOT PAVED. REFER TO LANDSCAPE PLANS.
 - CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP/SITE MAP TO INCLUDE BMP'S FOR ANY OFF-SITE MATERIAL WASTE, BORROW, OR EQUIPMENT STORAGE AREAS.



SEQUENCE OF CONSTRUCTION

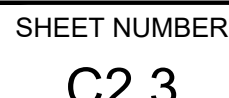
NOTE: THE SEQUENCE OF CONSTRUCTION IS A GENERAL OVERVIEW AND IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS INCLUDED IN THESE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION IS NECESSARY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND ALL OTHER APPLICABLE LAWS.



KHA PROJECT 063887193		DATE AUGUST 2024		SCALE AS SHOWN		DESIGNED BY JWK		DRAWN BY JCE		CHECKED BY LN	
OLIVE GARDEN 3823 COORS BLVD. NW ALBUQUERQUE, NM 87120						EROSION AND SEDIMENT CONTROL PLAN					
SHEET NUMBER C2.2						REVISIONS					
BY						DATE					

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4127 GALLARDA PARKWAY, SUITE 250, OKLAHOMA CITY, OK 73142
PHONE: 405-222-4222
WWW.KIMLEY-HORN.COM

LAUREN A. NUFFER
NEW MEXICO
24254
PROFESSIONAL ENGINEER
08/13/2024



This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2040-0305). Responses to this collection of information are mandatory in accordance with this permit and EPA NPDES regulations (40 CFR 122.28(b)(2)). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information are estimated to average 1.1 to 19.6 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Permit Information

NPDES ID: NMR1006ODState/Territory to which your project/site is discharging: NMIs your project/site located on federally recognized Indian Country lands? NoAre you requesting coverage under this NOI as a *"Federal Operator"* or a *"Federal Facility"* as defined in Appendix A (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-a-definitions.pdf>)?
NoHave stormwater discharges from your current construction site been covered previously under an NPDES permit? NoWill you use polymers, flocculants, or other treatment chemicals at your construction site? NoHas a Stormwater Pollution Prevention Plan (SWPPP) been prepared in advance of filling this NOI, as required? YesAre you able to demonstrate that you meet one of the criteria listed in Appendix D (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-d-endangered-species-protection.pdf>) with respect to protection of threatened or endangered species listed under the Endangered Species Act (ESA) and federally designated critical habitat?
YesHave you completed the screening process in Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>) relating to the protection of historic properties?
Yes

Indicating "Yes" below, I confirm that I understand that CGP only authorized the allowable stormwater discharges in Part 1.2.1 and the allowable non-stormwater discharges listed in Part 1.2.2. Any discharges not expressly authorized in this permit cannot become authorized or shielded from liability under CWA section 402(k) by disclosure to EPA, state or local authorities after issuance of this permit via any means, including the Notice of Intent (NOI) to be covered by the permit, the Stormwater Pollution Prevention Plan (SWPPP), during an Inspection, etc. If any discharges requiring NPDES permit coverage other than the allowable stormwater and non-stormwater discharges listed in Parts 1.2.1 and 1.2.2 will be discharged, they must be covered under another NPDES permit.

Yes

Operator Information

Operator Information

Operator Name: Olive Garden Holdings, LLC

Operator Mailing Address:

Address Line 1: 1000 Darden Center Drive

Address Line 2:

City: OrlandoZIP/Postal Code: 32837State/Province: FLCounty or Similar Division: OrangeCountry: US

Operator Point of Contact Information

First Name Middle Initial Last Name: Robert RickettsTitle: Vice President, Assoc. General CounselPhone: 407-245-5183

Ext.:

Email: ricketts@darden.com

NOI Preparer Information

☒ This NOI is being prepared by someone other than the certifier.First Name Middle Initial Last Name: Christie SchachterOrganization: CDS DevelopmentPhone: 469-897-5912

Ext.:

Email: cschachter@cdsdevelopment.com

Project/Site Information

Project/Site Name: Olive Garden

Project/Site Address

Address Line 1: 3823 Coors Boulevard NW

Address Line 2:

City: Albuquerque

ZIP/Postal Code: 87120

State: NM

County or Similar Division: Bernalillo

Latitude/Longitude: 35.1261°N, 106.7026°W

Latitude/Longitude Data Source: Map

Horizontal Reference Datum: NAD 83

Project Start Date: 01/13/2025

Project End Date: 09/12/2025

Estimated Area to be Disturbed: 2

Types of Construction Sites:

- Commercial

Will there be demolition of any structure built or renovated before January 1, 1980? No

Will you be discharging dewatering water from your site? No

Was the pre-development land use used for agriculture? No

Are there other operators that are covered under this permit for the same project site? No

Have earth-disturbing activities commenced on your project/site? No

Is your project/site located on federally recognized Indian Country lands? No

Is your project/site located on a property of religious or cultural significance to an Indian tribe? No

Discharge Information

Does your project/site discharge stormwater into a Municipal Separate Storm Sewer System (MS4)? Yes

Are there any waters of the U.S. within 50 feet of your project's earth disturbances? No

Are any of the waters of the U.S. to which you discharge designated by the state or tribal authority under its antidegradation policy as a Tier 2 (or Tier 2.5) water (water quality exceeds levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water) or as a Tier 3 water (Outstanding National Resource Water)? See Resources, Tools and Templates (<https://www.epa.gov/npdes/construction-general-permit-resources-tools-and-templates>)

No

ID: 001

Name: Rio Grande (Tijeras Arroyo to Alameda Bridge)

Description:

Latitude/Longitude: 35.122253°N, 106.692121°W

Tier Designation: N/A

Is this receiving water impaired (on the CWA 303(d) list)? Yes

Impaired Pollutants:

- Temperature
- Dissolved oxygen
- PCB in fish tissue
- Mercury in fish tissue
- E. coli

Has a TMDL been completed for this receiving waterbody? No

Stormwater Pollution Prevention Plan (SWPPP)

Will all required personnel, including those conducting inspections at your site, meet the training requirements in Part 6 of this permit? Yes

First Name Middle Initial Last Name: Jim Powell

Title: Development Manager

Phone: 817-896-3308

Ext.:

Email: jepowell@darden.com

Endangered Species Protection Worksheet: Criterion A

Determine ESA Eligibility Criterion

Are your discharges and discharge-related activities already addressed in another operator's valid certification of eligibility for your "action area" under the current 2022 CGP? No

Has consultation between you, a Federal Agency, and the USFWS and/or the NMFS under section 7 of the Endangered Species Act (ESA) concluded? No

Are your construction activities the subject of a permit under section 10 of the ESA by the USFWS and/or NMFS, and this authorization addresses the effects of your site's discharges and discharge-related activities on ESA-listed species and/or designated critical habitat?

No

You must determine whether species listed as either threatened or endangered, or their critical habitat(s) are located in your site's action area (i.e., all areas to be affected directly or indirectly by the federal action and not merely the immediate area involved in the action, including areas beyond the footprint of the site that are likely to be affected by stormwater discharges, discharge-related activities, and authorized non-stormwater discharges).

Determine your Action Area

You must consider the following in determining the action area for your site, and **confirm that all the following are true**:

➤ In determining my "action area", I have considered that discharges of pollutants into downstream areas can expand the action area well beyond the footprint of my site and the discharge point(s). I have taken into account the controls I will be implementing to minimize pollutants and the receiving waterbody characteristics (e.g., perennial, intermittent, ephemeral) in determining the extent of physical, chemical, and/or biotic effects of the discharges. I confirm that all receiving waterbodies that could receive pollutants from my site are included in my action area.

True

➤ In determining my "action area", I have considered that discharge-related activities must also be accounted for in determining my action area. I understand that discharge-related activities are any activities that cause, contribute to, or result in stormwater and authorized non-stormwater point source discharges, and measures such as the siting, construction timing, and operation of stormwater controls to control, reduce, or prevent pollutants from being discharged. I understand that any new or modified stormwater controls that will have noise or other similar effects, and any disturbances associated with construction of controls, are part of my action area.

True

Determine if ESA-listed species and/or critical habitat are in your site action area.

ESA-listed species and designated critical habitat are under the purview of the NMFS and the USFWS, and in many cases, you will need to acquire species and critical habitat lists from both federal agencies.

National Marine Fisheries Service (NMFS)

For NMFS species and designated critical habitat information, use the following webpage:

- https://www.epa.gov/npdes/construction-general-permit-cgp-threatened-and-endangered-species-eligibility (https://www.epa.gov/npdes/construction-general-permit-cgp-threatened-and-endangered-species-eligibility)

I have checked the webpage listed above and confirmed that:

- ☒ There are no NMFS-protected species and/or designated critical habitat in my action area.
- ☐ There are NMFS-protected species and/or designated critical habitat in my action area.

U.S. Fish and Wildlife Service (USFWS)

For USFWS species and critical habitat information, use the following webpage:

- https://www.epa.gov/npdes/construction-general-permit-cgp-threatened-and-endangered-species-eligibility (https://www.epa.gov/npdes/construction-general-permit-cgp-threatened-and-endangered-species-eligibility)

I have checked the webpage listed above and confirmed that:

- ☒ There are no FWS-protected species and/or designated critical habitat in my action area.
- ☐ There are FWS-protected species and/or designated critical habitat in my action area.


You are eligible under **Criterion A**.

Identify the USFWS information sources used (Note: state resources are not acceptable):

IPAC

Identify the NMFS information sources used (Note: state resources are not acceptable):

Bureau of Land Management

You must attach: 

- Aerial image(s) of the site.
- A printout of the species' list(s) showing no ESA-listed species or designated critical habitat in my action area.

Name	Uploaded Date	Size
 Species List_ New Mexico Ecological Services Field Office.pdf (attachment/1904915)	08/22/2024	255.01 KB
 Aerial - OG ALB, NM.png (attachment/1904912)	08/22/2024	868.88 KB

Have you attached aerial image(s) of the site? Yes

Have you attached a printout of the species' list(s) showing no ESA-listed species or designated critical habitat in my action area? Yes

Have you provided documentation in your SWPPP supporting your eligibility under Criterion A? [Yes](#)

Historic Preservation

Are you installing any stormwater controls as described in Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>) that require subsurface earth disturbances? (Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>), Step 1)

Yes

➤ Have prior surveys or evaluations conducted on the site already determined historic properties do not exist, or that prior disturbances have precluded the existence of historic properties? (Appendix E (<https://www.epa.gov/system/files/documents/2022-01/2022-cgp-final-appendix-e-historic-properties.pdf>), Step 2):

Yes

Certification Information

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Signing an electronic document on behalf of another person is subject to criminal, civil, administrative, or other lawful action.

Certified By: Robert T. Ricketts

Certifier Title: Vice President

Certifier Email: ricketts@darden.com

Certified On: 08/30/2024 9:58 AM ET

After Recording Return To:

Robert T. Ricketts, Esq.
Vice President, Associate General Counsel
Development Law
Darden Restaurants, Inc.
1000 Darden Center Drive
Orlando, FL 32837

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this “**Memorandum**”) is made and entered into by and between RED SHAMROCK 12, LLC, a New Mexico limited liability company (“**Landlord**”), and OLIVE GARDEN HOLDINGS, LLC, a Florida limited liability company (“**Tenant**”).

R E C I T A L S :

WHEREAS, pursuant to that certain “Ground Lease Agreement” dated to be effective as of November 16, 2023 (the “**Lease**”), by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, an approximately eighty thousand eight hundred thirty-four (80,834) square foot (1.86 acre) tract or parcel of land located in the City of Albuquerque, County of Bernalillo and State of New Mexico, being more particularly described on **Exhibit A-1** attached hereto and depicted and identified on **Exhibit B-1** attached hereto, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (collectively, the “**Premises**”);

WHEREAS, the Premises is located within and constitutes a part of a certain shopping center commonly known and referred to as “Oxbow Center,” being more particularly described on **Exhibit A-2** attached hereto and depicted and identified on **Exhibit B-2** attached hereto (the “**Center**”); and

WHEREAS, Landlord and Tenant desire to disclose to the public their respective interests in and to the Lease, the Premises and the Center, and certain obligations under the Lease, by recording this Memorandum in the official public records of Bernalillo County, New Mexico.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Lease, Landlord and Tenant hereby covenant and agree as follows:

1. The “**Term**” of the Lease will commence on the Possession Date (as defined in the Lease) and, unless sooner terminated, will expire on the last day of the tenth (10th) Lease Year (as defined in the Lease) after the Commencement Date (as defined in the Lease).

2. Tenant has the right and option to renew and extend the Term for four (4) successive periods of five (5) Lease Years each.

3. In conjunction with the leasing of the Premises, Landlord granted to Tenant during the Term, for the benefit of the Premises, the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto, including, without limitation, the Access and Parking Easement (as defined in the Lease) and all of Landlord’s rights (as the owner of the Premises) under the Center’s recorded REA (as defined in the Lease), and (a) an exclusive, non-personal and irrevocable right of use over the portion of the Premises depicted and identified as the “**To Go Customer Parking Area**” on **Exhibit B-1** attached hereto for the temporary parking of as many as six (6) vehicles in such area (it being further agreed that Tenant shall have the right to install fixed and/or temporary signs in such area identifying some or all of the parking stalls therein as being for the use of Tenant’s “To Go Customers Only” provided that Landlord shall not be responsible for enforcing or policing Tenant’s rights with respect thereto) and (b) an exclusive, non-personal and irrevocable right of use for the installation, use, maintenance, repair and, if necessary, replacement of sign panels on each side of the three (3) multi-panel pylon signs located or to be located in the Center and depicted and identified as the “**Center Signs**” on **Exhibit B-2** attached hereto, in the panel positions shown on Tenant’s Preliminary Plans. In no event shall Tenant or its employees, customers or invitees be charged any fee to access or park in the Center. Landlord hereby reserves, for the benefit of the Center, non-exclusive easements for pedestrian and vehicular ingress, egress and parking over the drive aisles, parking areas and curb cuts of the Premises, as they exist from time to time (except for the portion thereof depicted and identified as the “**To Go Customer Parking Area**” on **Exhibit B-1**, which shall be for the exclusive use of Tenant’s customers). Landlord also reserved a non-exclusive easement for the use, maintenance, repair and, if necessary, replacement of any utility lines and related facilities in existence on the Possession Date on or under the portion(s) of the Premises lying outside of the Pad (as defined in the Lease) in the location(s) shown (or to be shown) on Landlord’s Plans (as defined in the Lease). Landlord shall not have the right to install any utility lines or related facilities on or under any portion of the Premises, other than the replacement of any such utility lines or related facilities in existence on the Possession Date (and which lie outside of the Pad in the location(s) shown (or to be shown) on Landlord’s Plans) with like kind and sized utility lines or related facilities in the same location(s) as the utility lines or related facilities being replaced, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

4. Throughout the Term, Landlord agreed that the portion(s) of the Center depicted and identified as the “**Oxbow Center Drive Aisles**” and the “**No Build Area**” on **Exhibit B-3** attached hereto shall be restricted as follows:

A. The Oxbow Center Drive Aisles, as depicted and so identified on **Exhibit B-3** attached hereto, shall at all times be and remain used as private, non-exclusive access ways for the benefit of the Premises and all other properties within the Center (and the customers, employees and suppliers of any businesses then operating therein).

B. The No Build Area, as depicted and so identified on Exhibit B-3 attached hereto, shall at all times be and remain used as a private, non-exclusive free customer parking area for the non-exclusive benefit of the Premises and all other properties within the Center (and the customers, employees and suppliers of any businesses then operating therein). Except for paved drive aisles and parking areas, curbing, sidewalks and landscaped areas, no temporary or permanent structures shall be permitted within the No Build Area (other than signs and light poles), it being the intention of the parties that the No Build Area be developed and used primarily as a paved parking area (with such other landscaped and/or hardscaped areas as may be governmentally required). All of the parking stalls to be designed for and constructed on Lot 5 of the Center (as depicted and so identified on the recorded Plat of the Center), including those within the No Build Area, will be counted towards the parking requirements for any building to be constructed on Lot 5 per both the City of Albuquerque zoning code and the applicable provisions of the REA (e.g., at least ten (10) parking stalls per one thousand (1,000) square feet of floor area for any restaurant). Except during the initial development or any subsequent remodeling of any building or other related improvement on Lot 5 of the Center (as depicted and so identified on the recorded Plat of the Center), no staging of materials or vehicles (construction-related or otherwise) shall be permitted within the No Build Area from and after the date that Tenant opens to the public for business at the Premises.

C. Except and only as expressly provided for in Paragraph 4E below or in the REA, after the completion of their initial development, the Oxbow Center Drive Aisles shall not be modified (unless such modifications are governmentally required), nor shall any portion of the Oxbow Center Drive Aisles or the No Build Area be closed, without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Tenant shall have no such right of consent with respect to any condemnation-related or other governmentally required (i) modification of any portion of the Oxbow Center Drive Aisles or (ii) closure of any portion of the Oxbow Center Drive Aisles or the No Build Area. Subject to the provisions of Paragraph 4B above and the REA, after the completion of their initial development, the improvements located within the No Build Area (e.g., paved drive aisles and parking areas, curbing, sidewalks and landscaped areas) may subsequently be reconfigured without the need to obtain Tenant's prior written consent thereto.

D. Except for the creation and designation of as many as four (4) "Carry Out" or "To Go" customer parking stalls on Lot 5 of the Center (as depicted and so identified on the recorded Plat of the Center), none of the parking stalls located within the No Build Area shall be designated or reserved for the exclusive use of any business, entity or person. No portion of the No Build Area shall be used for valet parking or for the parking of any taxis, buses or other chauffeured vehicles, nor shall any of the improvements located within the No Build Area be designed or configured to accommodate, or any license, easement or other agreement be entered into that would permit, the overflow "stacking" of any vehicles from drive-thru/pick-up window lanes located outside of Lot 5 of the Center (as depicted and so identified on the recorded Plat of the Center).

E. Landlord and other owners in the Center shall have the right to temporarily close the portions of the Oxbow Center Drive Aisles and the No Build Area located on their respective properties for a reasonable period of time as needed to (i) perform maintenance and/or repairs (or, with respect to the improvements within the No Build Area only, to complete a permitted reconfiguration – see Paragraph 4C above) or (ii) avoid a public dedication. Any such closures of the Oxbow Center Drive Aisles shall be staggered so that there shall at all times be reasonable access between the Premises, the balance of the Center and public roads.

The foregoing Oxbow Center Drive Aisles-related and No Build Area-related restrictions shall run with the land and be set forth in the REA. Notwithstanding anything contained in this Memorandum to the contrary, in the event of any conflict or inconsistency between the provisions of this Paragraph 4 and the provisions of the REA, the provisions of the REA shall control.

5. From and after the effective date of the Lease (the “**Effective Date**”) and throughout the Term, unless or until any of the following occurs (a) the Lease expires or is earlier terminated by either party pursuant to a right to do so therein contained, (b) Landlord recovers possession of the Premises without terminating the Lease following an uncured default of Tenant pursuant to the provisions of Section 12.1C of the Lease or (c) Tenant changes its use of the Premises to anything other than an “Olive Garden” restaurant, no portion of the Center (other than the Premises) shall be used as a restaurant with a menu featuring Italian-themed food items, such as, for example purposes only (and not as a limitation), Bertucci’s, BRIO Tuscan Grille, Buca di Beppo, Carrabba’s, Johnny Carino’s, Maggiano’s Little Italy, North Italia, Piada, Romano’s Macaroni Grill or Vinnie Testa’s. For purposes of this Paragraph 5, “featuring” means that Italian-themed food items constitute (or will constitute) twenty-five percent (25%) or more of the total number of appetizers (excluding soups and salads) and entrees listed on the menu (including any limited time offers and/or so called “specials”) at the subject restaurant. Notwithstanding anything in this Paragraph 5 to the contrary, the foregoing exclusive use restriction shall not be applicable to any of the following: (i) any pizza restaurant (i.e., the sales revenues from pizzas, flatbreads and calzones represent (or will represent) seventy percent (70%) or more of the total food sales revenues at the subject restaurant) with less than three thousand (3,000) square feet of gross leasable area; (ii) any leasehold or other possessory interest(s) within the Center created prior to the Effective Date that do(es) not prohibit/exclude such use and do(es) not require Landlord’s consent prior to any change in use to such use, which leasehold or other possessory interest(s) may be renewed, extended, assigned or sublet; or (iii) any then-existing or future leasehold or other possessory interest(s) within the Center upon the occurrence of any of the events described in the first sentence of this Paragraph 5 (which occurrence shall result in the immediate voiding of the foregoing exclusive use restriction, in which event Landlord and Tenant shall promptly execute and deliver an amendment to this Memorandum memorializing the same, upon either party’s written request therefor, to be recorded by the requesting party at such party’s sole cost). By way of example only, and not as a limitation, if any leasehold interest within the Center created prior to the Effective Date allows the tenant, without Landlord’s consent, to use its leased premises for “any lawful use,” “any retail use” or “any restaurant use,” then, so long as that leasehold interest remains in effect, the foregoing exclusive use restriction will not be applicable to the portion of the Center subjected to that leasehold interest (i.e., the leased premises). Notwithstanding anything in this Paragraph 5 to the contrary, the foregoing exclusive use restriction shall also not be


applicable to: (x) any so called "fast food" restaurant with less than four thousand five hundred (4,500) square feet of gross leasable area, such as, for example purposes only (and not as a limitation), Arby's, Burger King, Chick-fil-A, Fatburger, Five Guys, McDonald's, Whataburger or Wendy's; (y) any so called "varied menu/American casual-themed" restaurant, such as, for example purposes only (and not as a limitation), Applebee's, Aspen Creek Grill, Bennigan's, BJ's Restaurant & Brewhouse, Bubba's 33, Buffalo Wild Wings, Chili's, Cracker Barrel, Houlihan's, Miller's Ale House, O'Charley's, Red Robin, Ruby Tuesday or TGI Fridays; or (z) the sale of unprepared food items intended for off-premises consumption. Tenant hereby acknowledges that the following uses will not violate the foregoing exclusive use provision: Raising Cane's, In-N-Out Burger, Sandia Laboratory Federal Credit Union, 7 Brew Coffee, Del Taco, WinCo Foods, Angie's Lobster and Tidal Wave Auto Spa. The foregoing exclusive use restriction shall run with the land for so long as such exclusive use restriction remains in effect and be set forth in the REA. Notwithstanding anything contained in this Memorandum to the contrary, in the event of any conflict or inconsistency between the provisions of this Paragraph 5 and the provisions of the REA, the provisions of the REA shall control.

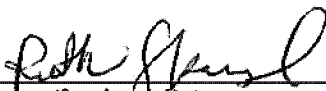
6. This Memorandum is not intended to alter or supersede the Lease, and in the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, both Landlord and Tenant have signed this Memorandum in the appropriate locations below to be effective as of the effective date of the Lease.

[SIGNATURES FOLLOW ON NEXT PAGE]


WITNESSES:


Name: Brent Kvern


Name: Ruth Skarsgard

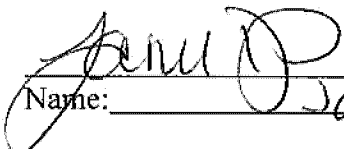
LANDLORD:

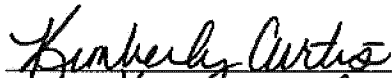
RED SHAMROCK 12, LLC,
a New Mexico limited liability company,


By: 
Name: JOSE SKARSGARD
Title: MANAGER
Date: Dec 1, 2023

TENANT:

OLIVE GARDEN HOLDINGS, LLC,
a Florida limited liability company,


Name: Jami Rogers


Name: Kimberly Curtis

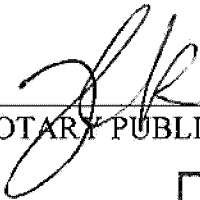
By: 
Name: ROBERT T. RICKETTS
Title: VICE PRESIDENT - DEV. LAW
Date: 11/30/23

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENTS

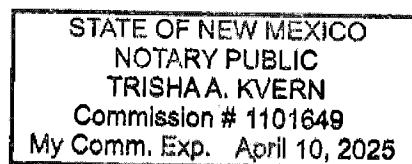
STATE OF New Mexico §
 §
COUNTY OF Bernalillo §

This instrument was executed and acknowledged before me by means of physical presence on this 1 day of December, 2023, by Josh Skarsgard, Manager of RED SHAMROCK 12, LLC, a New Mexico limited liability company, on behalf of said limited liability company. The individual whose name is subscribed to this instrument is personally known to me.




NOTARY PUBLIC, STATE OF New Mexico

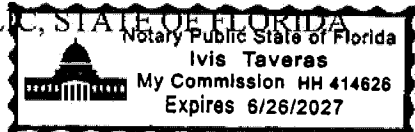
My Commission Expires:
4/10/2025



STATE OF FLORIDA §
 §
COUNTY OF ORANGE §

This instrument was executed and acknowledged before me by means of physical presence on this 27th day of November, 2023, by Robert T. Richells, Vice President Darden of OLIVE GARDEN HOLDINGS, LLC, a Florida limited liability company, on behalf of said limited liability company. The individual whose name is subscribed to this instrument is personally known to me.



NOTARY PUBLIC, STATE OF FLORIDA


My Commission Expires:
6/26/2027

LANDLORD'S ADDRESS:

Red Shamrock 12, LLC
c/o: Retail Southwest Development
Attn: Josh Skarsgard
8220 San Pedro NE, Suite 500
Albuquerque, NM 87113

TENANT'S ADDRESS:

Olive Garden Holdings, LLC
c/o: Darden Restaurants, Inc.
Attn: Property Law Administration Dept.
1000 Darden Center Drive
Orlando, FL 32837

AFTER RECORDING, RETURN TO TENANT

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PREMISES

Lot numbered Two (2) of the Plat of Lots 1 thru 10, The University of Albuquerque Urban Center, being within the Town of Atrisco Grant in Projected Section 2, Township 10 North, Range 2 East of the New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat of said subdivision, filed in the Office of the County Clerk of Bernalillo County, New Mexico on July 11, 2023, in Plat Book 2023C, page 0055.

EXHIBIT A-2

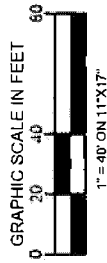
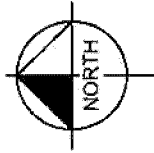
LEGAL DESCRIPTION OF THE CENTER

Lots numbered One (1) thru Ten (10) of the Plat of Lots 1 thru 10, The University of Albuquerque Urban Center, being within the Town of Atrisco Grant in Projected Section 2, Township 10 North, Range 2 East of the New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat of said subdivision, filed in the Office of the County Clerk of Bernalillo County, New Mexico on July 11, 2023, in Plat Book 2023C, page 0055.

EXHIBIT B-1

DEPICTION OF THE PREMISES

[ONE (1) PAGE FOLLOWS]



ON-SITE VEHICLE PARKING	89
OFF-SITE VEHICLE PARKING	42
TOTAL VEHICLE PARKING	131
HANDICAP PARKING	5
TO GO PARKING	6
MOTORCYCLE PARKING	3
BICYCLE PARKING	7
BUILDING AREA	7,825 SF

Kimley»Horn

4075 GALLERIA PARKWAY
SUITE 200
DALLAS, TEXAS 75243
(972) 317-5477

COORS BOULEVARD NW

LOT 3

30' ACCESS/UTILITY/PRIVATE
DRAINAGE EASEMENT

24' PRIVATE
DRAINAGE EASEMENT

28' PRIVATE
DRAINAGE EASEMENT

6" SANITARY SEWER LINE

TRANSFORMER

5' SIDEWALK

6' SIDEWALK

30' ACCESS/UTILITY
EASEMENT

10' UTILITY
EASEMENT

6' ACCESS/UTILITY
EASEMENT

6' SIDEWALK

1" IRRIGATION TAP

2" DOMESTIC WATER TAP

6" FIRE SUPPRESSION TAP

30' ACCESS/UTILITY
EASEMENT

10' UTILITY
EASEMENT

6' ACCESS/UTILITY
EASEMENT

6' SIDEWALK

5' BICYCLE
PARKING

DETENTION/STORM
WATER QUALITY POND

7,825 SF

18'0"

9'0"

24'0"

20'0"

20'0"

20'0"

20'0"

20'0"

20'0"

20'0"

20'0"

20'0"

PRELIMINARY SITE PLAN

LIVE GARDEN ALBUQUERQUE

ALBUQUERQUE, NEW MEXICO

OCTOBER 2023

Kimley-Horn and Associates, Inc. is the engineer of record for this project.

2023

EXHIBIT B-2

DEPICTION OF THE CENTER

[ONE (1) PAGE FOLLOWS]

EXHIBIT B-3

**DEPICTIONS OF THE CENTER DRIVE AISLES, THE CENTER ACCESS
EASEMENT AREA AND THE NO BUILD AREA**

[ONE (1) PAGE FOLLOWS]

