

February 13, 2020

Mimi Burns, RA
Dekker Perich Sabatini
7601 Jefferson NE
Albuquerque, NM 87109

Re: Sawmill Market
1909 Bellamah Ave NW, 87104
30-Day Temporary Certificate of Occupancy
Transportation Development Final Inspection
Engineer's/Architect's Stamp dated 10-1-18 (J13D017A)
Certification dated 2-11-20

Dear Ms. Burns,

Based upon the information provided in your submittal received 2-11-20, Transportation Development has no objection to a 30-day Temporary Certificate of Occupancy based. This letter serves as a "green tag" from Transportation Development for a 30-day Temporary Certificate of Occupancy to be issued by the Building and Safety Division.

PO Box 1293

Prior to the issuance of a permanent Certificate of Occupancy, the following items must be addressed:

Albuquerque

- Please add crusher fine paving under bike racks.
- Please remove construction equipment, debris, trash containers and porta potty.
- Please remove dirt and rock piles from parking stalls and access aisles.

NM 87103

www.cabq.gov

Once corrections are complete resubmit

1. The approved and stamped TCL with changes drawn in red.
2. Transportation Certification letter on either the plan or applicants letterhead.
3. A Drainage Transportation Information Sheet (DTIS)
4. Send an electronic copy of your submittal to PLNDRS@cabq.gov.
5. The \$75 re-submittal fee for log in and evaluation by Transportation.

CITY OF ALBUQUERQUE



If you have any questions, please contact me at (505) 924-3981.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernie Gomez', is written over a large, faint watermark of the city seal.

Ernie Gomez,
Plan Checker, Planning Dept.
Development Review Services

EG via: email
C: CO Clerk, File

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

February 11, 2020



Traffic Engineer
City of Albuquerque
Public Works Department
Development & Building Services Division
600 2nd Street NW
Albuquerque, New Mexico 87102

Re: **Transportation Final Certificate of Occupancy**
Sawmill Market Phase 1
1909 Bellamah Avenue, NW, Albuquerque, NM

To Whom It May Concern:

I, Mimi Burns, NM LA274 of the firm Dekker/Perich/Sabatini, hereby certify that the above referenced project was built in substantial compliance with the approved TCL (10-01-2018, J13-D017), as observed on a site visit February 9, 2020.

Based on our observations, the following items differ from the attached approved TCL Plan, but still meet the design intent or are in the process of being installed in the very near future:

1. Two parking spaces have been constructed as compact spaces due to site conditions.
2. The stabilized crusher fine paving has not yet been installed under the bike racks.
3. The parking lot screen walls have not yet been installed.
4. The backyard area (which is not part of the site circulation) is still under construction.

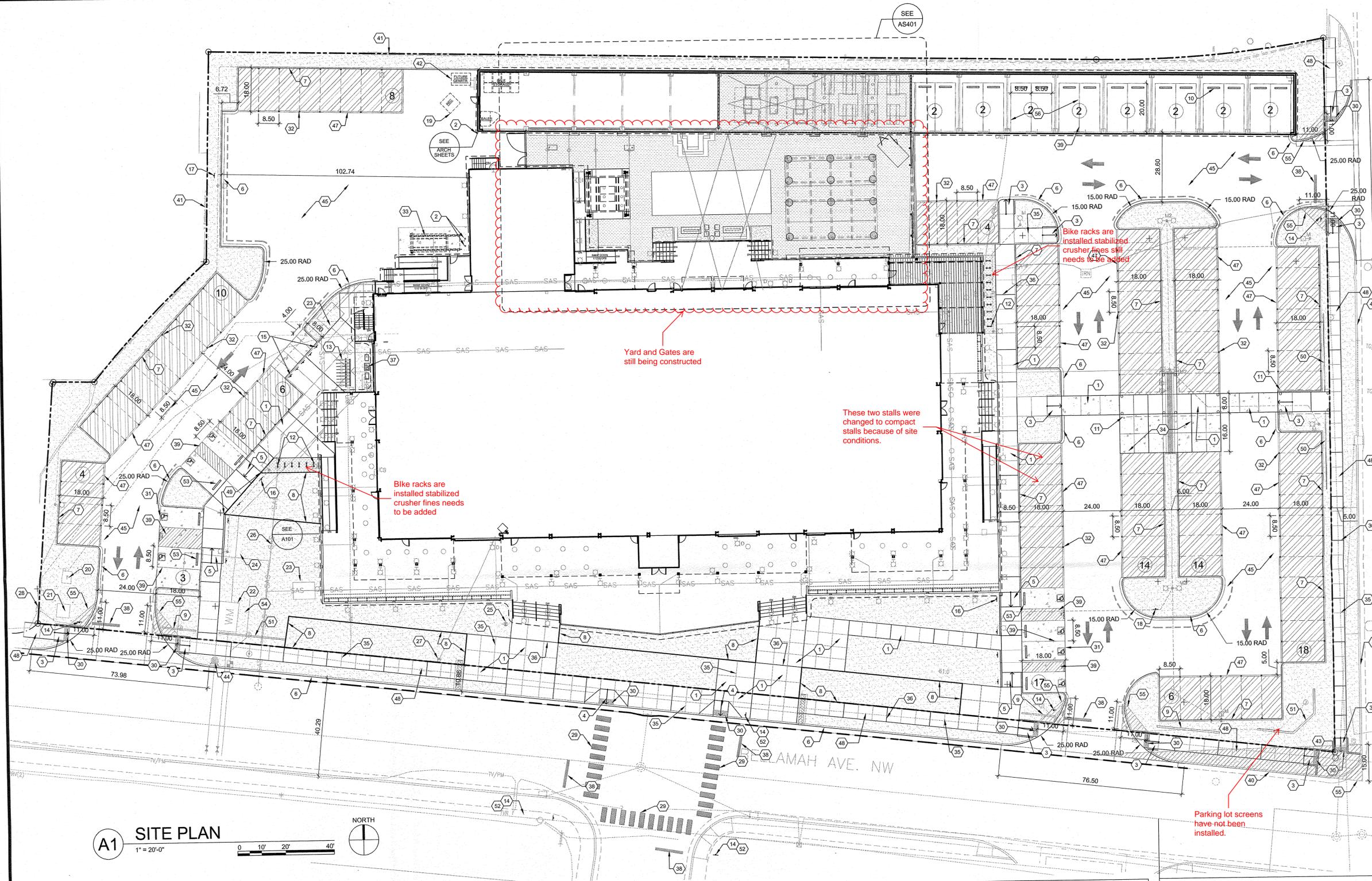
This certification is submitted in support of a request for Final Certificate of Occupancy. The record information presented herein is not complete and intended only to verify substantial compliance of the traffic aspects of this project as they relate to the above mentioned building. Those relying on the record document are advised to obtain independent verification of its accuracy before using it for any other purpose.

If you have any questions, please feel free to contact me at 761-9700, thank you.

Very truly yours,
Dekker/Perich/Sabatini Ltd.

Mimi Burns, ASLA, LEED AP, SITES AP, WELL AP
Principal





GENERAL SHEET NOTES

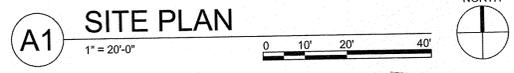
- CONTRACTOR IS TO VERIFY EXISTING UTILITY LOCATIONS BEFORE EXCAVATION.
- SEE CIVIL PLANS FOR GRADING, DRAINAGE, AND UTILITY INFORMATION.
- UTILITIES AND ASSOCIATED EQUIPMENT SHOWN FOR REFERENCE ONLY.
- SITE LIGHTING SHALL CONSIST OF A COMBINATION OF BUILDING MOUNTED LIGHT FIXTURES AND POLE MOUNTED LIGHT FIXTURES. SEE SITE PLAN FOR POLE LOCATIONS. SEE LIGHTING PLAN FOR YARD AND VALET AREA SITE LIGHTING. ALL SITE PLAN DIMENSIONS ARE IN DECIMAL UNITS.
- SIDEWALK JOINTS SHALL FOLLOW PATTERN AS SHOWN ON SITE PLAN.
- LANDSCAPING AND SIGNAGE WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE SIGNS, WALLS, TREES, AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL WILL NOT BE ACCEPTABLE IN THE CLEAR SIGHT TRIANGLE.

PROJECT DATA

ADDRESS: 1909 BELLAMAH AVE. NW, ALBUQUERQUE, NM 87104
 LEGAL DESCRIPTION: TRS 340A2A1A2B, 340A2A2B & 340A2A1C MRGCD MAP 35 CONT 3.0136 AC MIL
 ZONE ATLAS PAGE: H-13
 SITE AREA: 3.0136 AC
 ZONING: NR-LM
 BUILDING FOOTPRINT AND OUTDOOR DINING SPACES:
 TOTAL BUILDING: 26,361 SF
 MEZZANINE: 7,220 SF
 TERRACE: 12,945 SF
 YARD: 7,032 SF
 LANDSCAPING: REFER TO SHEET LP101 FOR LANDSCAPE PLAN AND CALCULATIONS

SHEET KEYED NOTES

CODE	DESCRIPTION
1	CONCRETE PAVING WITH SALT FINISH, SEE A1/AS501 AND SPECIFICATIONS
2	PIPE BOLLARD, SEE E3/AS501
3	CONCRETE ACCESSIBLE RAMP TYPE A, SEE A3/AS501
4	CONCRETE RAMP TYPE B, SEE A4/AS501
5	CONCRETE ACCESSIBLE RAMP TYPE C, SEE A5/AS501
6	CONCRETE CURB AND GUTTER, SEE CIVIL
7	CONCRETE HEADER CURB, SEE CIVIL
8	STEEL PLANTERS, SEE DETAIL B5/AS501 AND SPECIFICATIONS
9	3'-0" CMU WALL WITH STUCCO AND BRICK CAP, SEE B2/AS501 AND SPECIFICATIONS
10	WOOD PARKING BUMPER, SEE C3/AS501 AND SPECIFICATIONS
11	FUTURE STEEL TRELLIS, TO BE DESIGNED BY OWNER, NOT IN CONTRACT
12	BIKE RACKS, SEE C2/AS501 AND SPECIFICATIONS
13	PACE BIKE SHARE PROVIDED BY OWNER
14	STOP SIGN, SEE D5/AS501
15	MOTORCYCLE PARKING SIGN, SEE D5/AS501
16	ACCESSIBLE PARKING SIGN, SEE D5/AS501
17	NO PARKING SIGN, SEE D5/AS501
18	VALET PARKING SIGN, SEE D5/AS501
19	6 YD. RECYCLING BIN, PROVIDED BY OWNER
20	TRANSFORMER, SEE ELECTRICAL
21	SWITCHGEAR, SEE ELECTRICAL
22	UNDERGROUND WATER METER, SEE CIVIL
23	GREASE TRAP, SEE CIVIL
24	BACKFLOW PREVENTOR, SEE CIVIL
25	POST INDICATOR VALVE, SEE CIVIL
26	SANITARY SEWER LINE, SEE CIVIL
27	POST TYPE FIRE DEPARTMENT CONNECTION, SEE CIVIL
28	COMMUNICATIONS PEDESTAL, SEE ELECTRICAL
29	PAINTED CROSSWALK, SEE D3/AS501
30	DETECTABLE WARNING SURFACE, SEE B3/AS501
31	ADA PAVEMENT MARKING, SEE D4/AS501
32	LOW PROFILE PARKING SPACE DEMARCATION MARKER 100 MM, FINISH: BRONZE, SOURCE: URBANFINISH OR APPROVED EQUAL BY OWNER.
33	COMPACTOR, 30 CU. YD. CAPACITY WITH ANGLE IRON WHEEL STOPS, PROVIDED BY OWNER
34	CONCRETE VALET DRIVE, SEE CIVIL, SALT FINISH
35	CONCRETE CONTROL JOINT, SEE A8/AS501
36	CONCRETE EXPANSION JOINT, SEE A8/AS501
37	IRRIIGATION PAVEMENT STRIPING, SEE L101
38	STOP LINE PAVEMENT STRIPING, SEE D2/AS501
39	PARKING STRIPING, SEE B4/AS501
40	EXISTING CURB TO REMAIN
41	EXISTING FENCE TO REMAIN
42	FUTURE GENERATOR, SEE ELECTRICAL
43	EXISTING FIRE HYDRANT TO REMAIN
44	NEW FIRE HYDRANT, SEE CIVIL
45	ASPHALT PAVING, SEE CIVIL
46	CONCRETE FLUSH CURB, SEE CIVIL
47	CONCRETE SIDEWALK WITH SALT FINISH PER COA DPM STD. 2430
48	6" TALL STEEL EDGING, SEE B5/AS501 AND SPECIFICATIONS
49	3'-0" TALL TRELLIS, SEE DETAIL E1/AS501 AND SPECIFICATIONS
50	MONUMENT SIGN, BY OTHERS
51	PEDESTRIAN CROSSING SIGN, SEE D5/AS501
52	CONCRETE PARKING BUMPER, SEE C1/AS501
53	EXISTING ASPHALT PAVING TO REMAIN, SEE CIVIL
54	CLEAR SIGHT TRIANGLE
55	



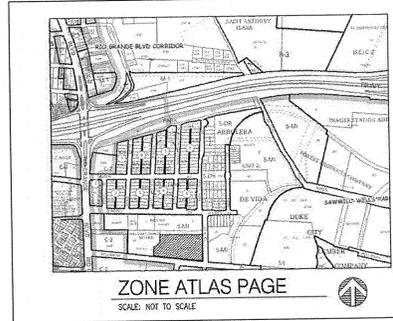
A1 SITE PLAN
 1" = 20'-0"

TRAFFIC CIRCULATION LAYOUT APPROVED
audrey
 10-17-18
 Date

TRAFFIC CIRCULATION LAYOUT APPROVED

 Date

ALL WHEELCHAIR RAMPS LOCATED WITHIN THE PUBLIC RIGHT OF WAY MUST HAVE TRUNCATED DOMES.



ZONE ATLAS PAGE
 SCALE: NOT TO SCALE

SITE CALCULATIONS

REQUIRED PARKING FOR NEW BUILDING (8 STALLS/1000SF)
 REQUIRED PARKING FOR OUTDOOR DINING AREAS (5 STALLS/1,000 SF)
 TOTAL REQUIRED PARKING STALLS: 369
 TOTAL PARKING STALLS PROVIDED ON-SITE: 120
 TOTAL SHARED PARKING STALLS PROVIDED: 249

MOTORCYCLE PARKING STALLS REQUIRED: 5
 MOTORCYCLE STALLS PROVIDED: 5

ACCESSIBLE PARKING STALLS REQUIRED: 8 (2 VAN)
 ACCESSIBLE PARKING STALLS PROVIDED: 8 (2 VAN)

BICYCLE PARKING STALLS REQUIRED: 32
 BICYCLE PARKING STALLS PROVIDED: 32

THE REMAINDER OF THE PARKING REQUIREMENT (249 SPACES, 67% OF REQUIREMENT) SHALL BE MET BY A SHARED PARKING AGREEMENT WITH HOTEL CHACO/HOTEL ALBUQUERQUE, WHICH ARE UNDER THE SAME OWNERSHIP AS SAWMILL MARKET AND ARE LOCATED DIRECTLY ACROSS BELLAMAH AVENUE. PER PREVIOUSLY APPROVED DRB SUBMITTALS, HOTEL ALBUQUERQUE / HOTEL CHACO HAVE A SURPLUS OF 306 SPACES. AFTER ALLOCATING 249 SPACES FOR SAWMILL MARKET AND 31 FOR THE PREVIOUSLY APPROVED ART BARN (ARTECHOUSE), HOTEL ALBUQUERQUE / HOTEL CHACO HAVE A REMAINING SURPLUS OF 26 SPACES.

LEGEND

- PROPERTY LINE
- FIRE LANE STRIPING, SEE D1/AS501
- 3" DEPTH OF STABILIZED CRUSHER FINES, COLOR SMOKE, SEE B1/AS501
- LANDSCAPE AREA, SEE LANDSCAPE SHEETS
- IRRIGATED TURF, SEE LANDSCAPE SHEETS
- HEAVY DUTY CONCRETE, SEE CIVIL SHEETS
- PERVIOUS PAVING, SEE CIVIL SHEETS
- PAINTED PAVEMENT MARKING, SEE E5/AS501

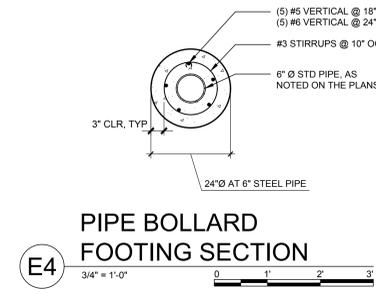
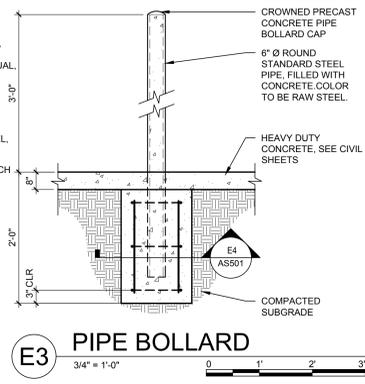
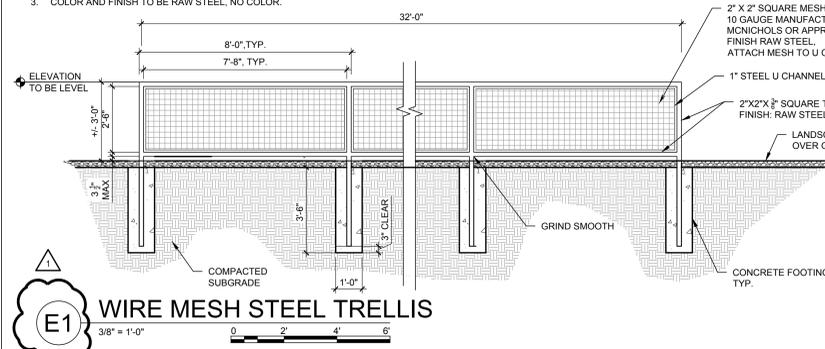
HERITAGE
 HOTELS & RESORTS, INC.
 ERIC HASKINS,
 ARCHITECT
 201 THIRD STREET NW
 SUITE 1140
 ALBUQUERQUE, NM 87102
 505.212.9148

CONSULTANT
 STAMP

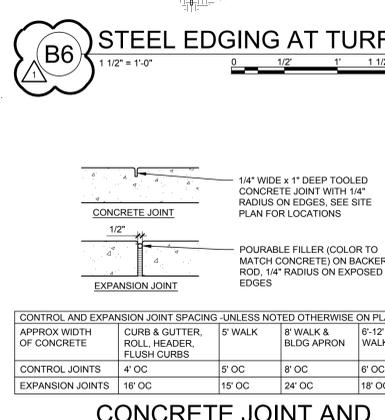
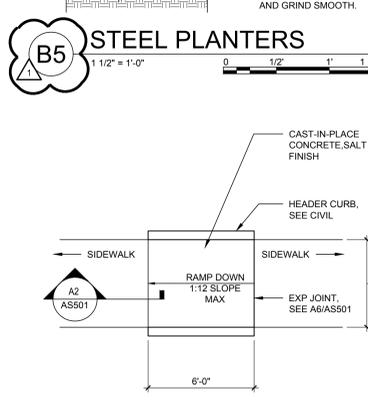
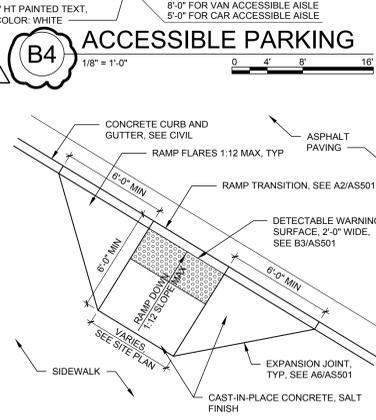
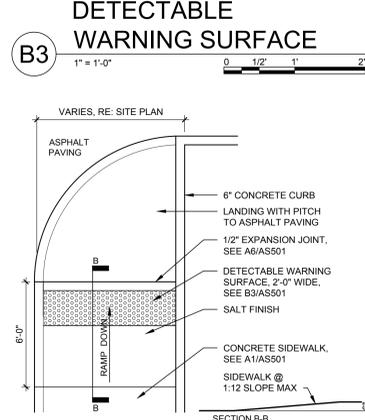
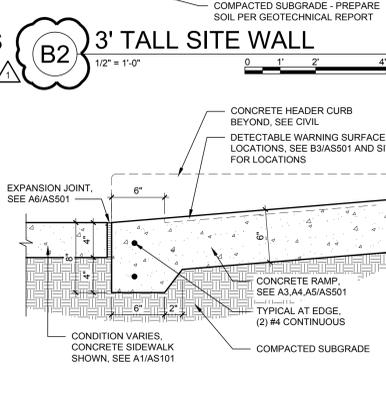
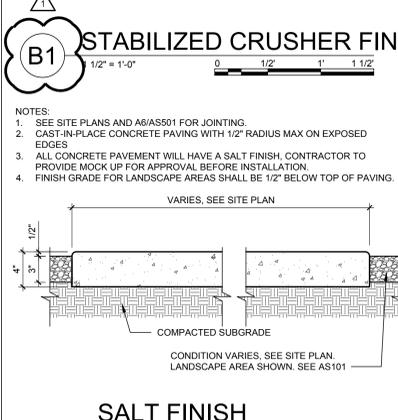
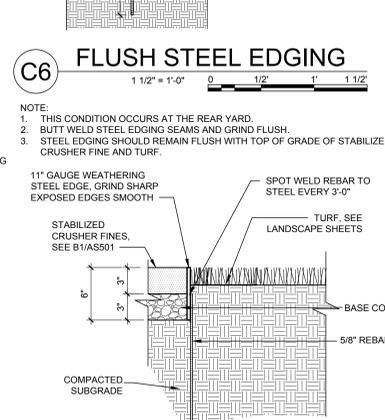
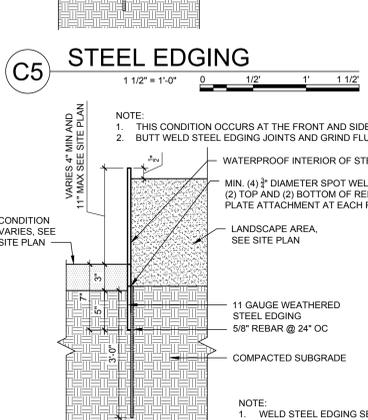
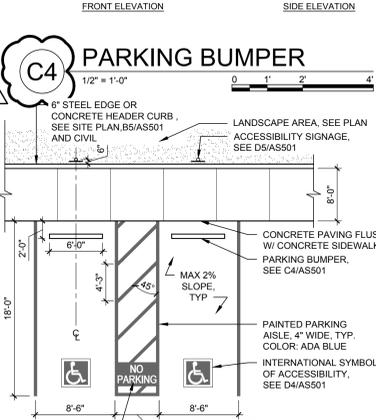
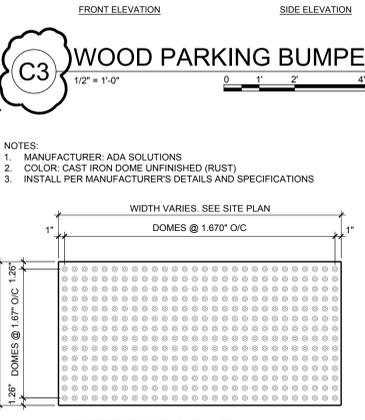
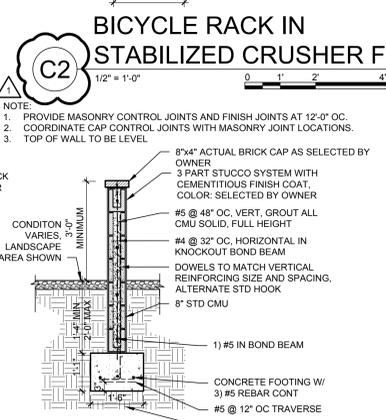
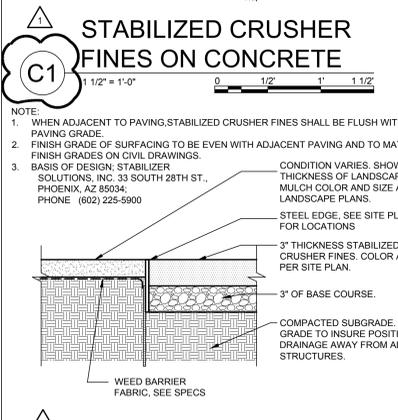
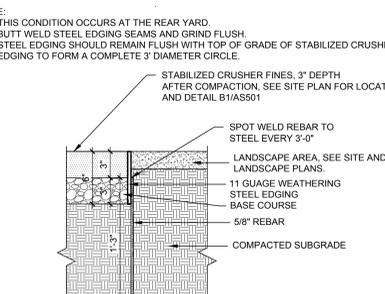
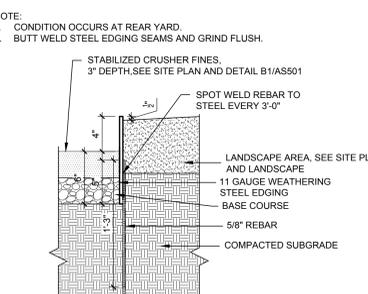
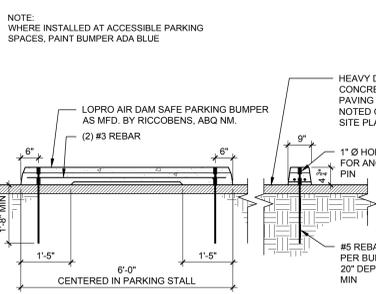
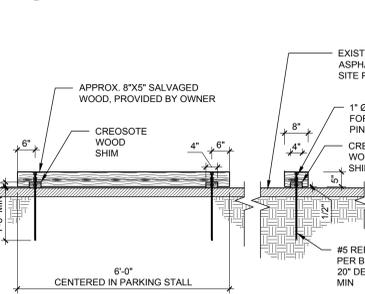
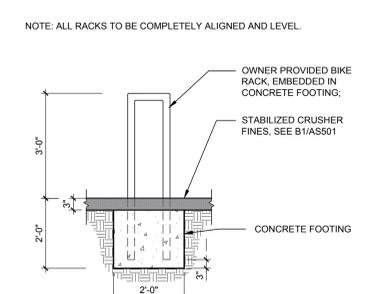
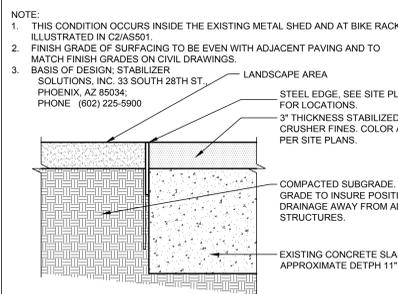
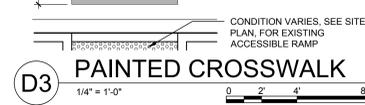
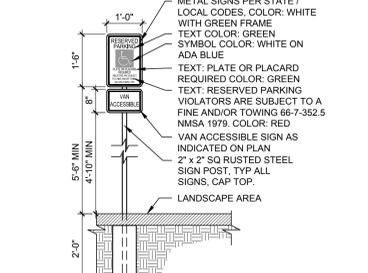
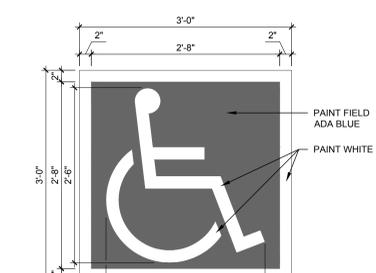
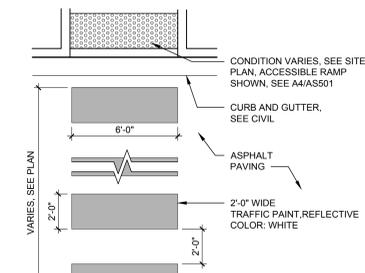
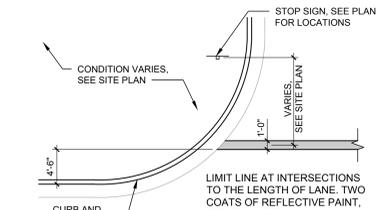
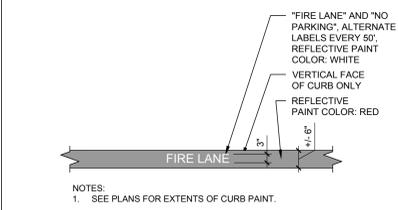
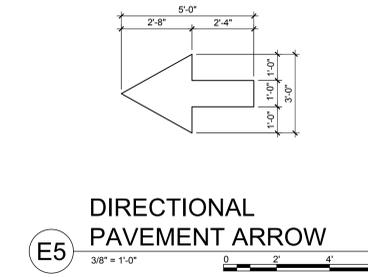
**SAWMILL MARKET, PHASE 1
 SITE, SHELL, COMMON AREAS**
 1909 BELLAMAH AVENUE NW
 ALBUQUERQUE, NEW MEXICO

DATE: 10.9.2018
 DRAWN BY: LI
 CHECKED BY: MB
 SCALE: 1"=20'
 SHEET TITLE: TCL SITE PLAN
 JOB NUMBER: 18-0041
 SHEET NUMBER: TCL

- NOTE:
 1. CONTRACTOR TO PROVIDE SHOP DRAWINGS PRIOR TO CONSTRUCTION.
 2. SOURCE FOR MCNICHOLS MESH TRELLIS, 1-866-754-5144
 3. COLOR AND FINISH TO BE RAW STEEL, NO COLOR.



- NOTE:
 1. PAINT ARROWS WHERE OCCURS ON PLANS. COLOR: WHITE.
 2. WHERE CONDITION SHOWN IN RIGHT OF WAY, USE REFLECTIVE PAINT.



CONTROL AND EXPANSION JOINT SPACING - UNLESS NOTED OTHERWISE ON PLANS				
APPROX WIDTH OF CONCRETE	CURB & GUTTER, ROLL HEADERS, FLUSH CURBS	5' WALK	8' WALK & BLDG APRON	6'-12' WALK
CONTROL JOINTS	4' OC	5' OC	8' OC	8' OC
EXPANSION JOINTS	16' OC	15' OC	24' OC	18' OC



SAWMILL MARKET, PHASE 1
SITE, SHELL, COMMON AREAS

1909 BELLAIR AVENUE NW
ALBUQUERQUE, NEW MEXICO

DESIGN
DEVELOPMENT

Date 10.1.2018

Revised
ADDENDUM 001
CITY COMMENTS & OWNER
REVISIONS, 8/28/2018

Drawn by LJI

Checked by MB

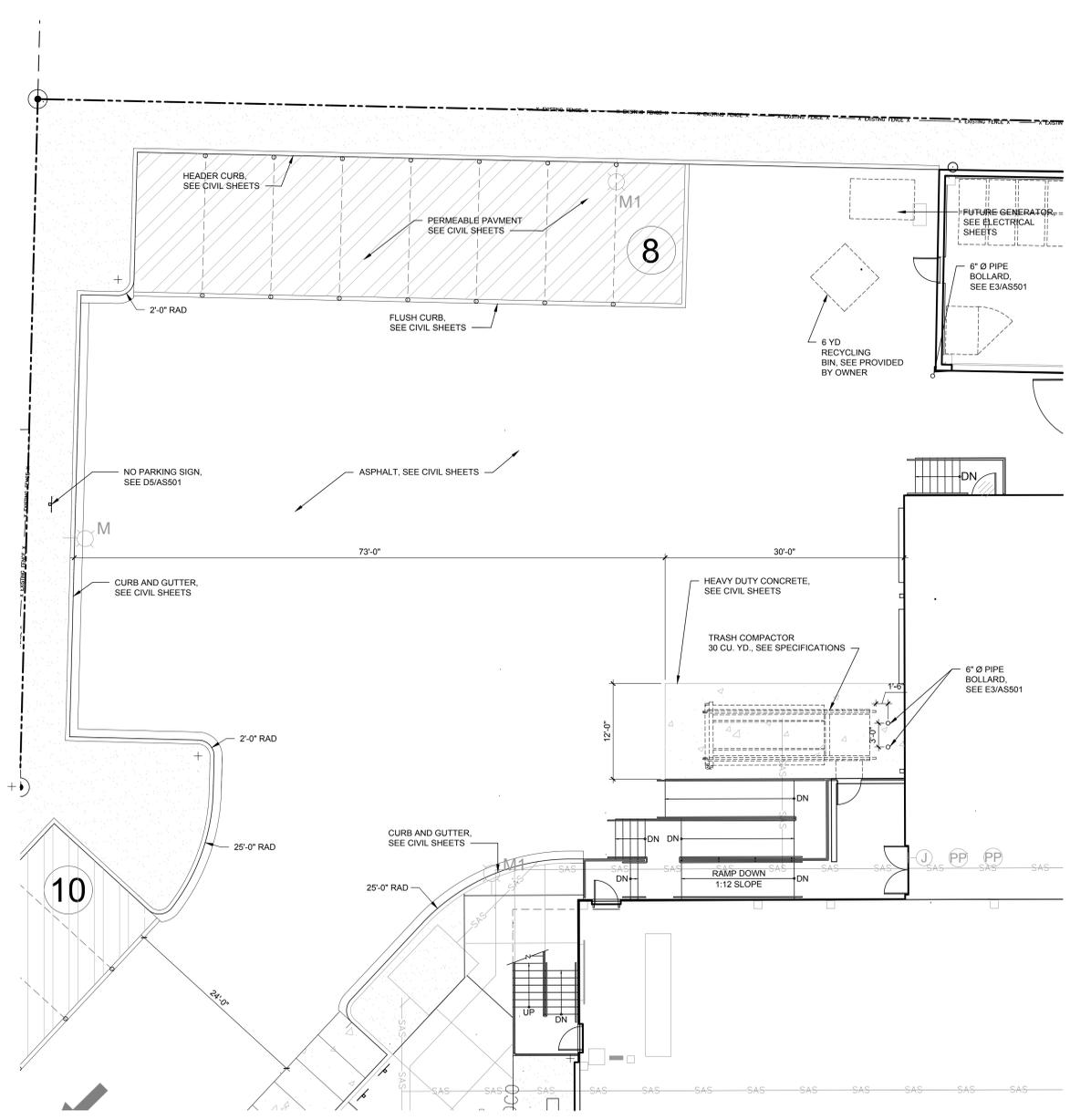
Scale

Sheet Title
**SITE
DETAILS AND
ENLARGEMENTS**

Job Number 18-0041

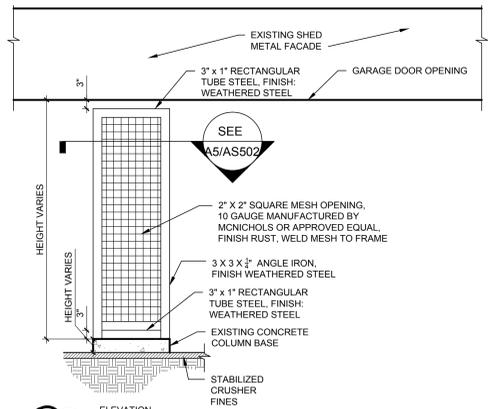
Sheet No.

AS502

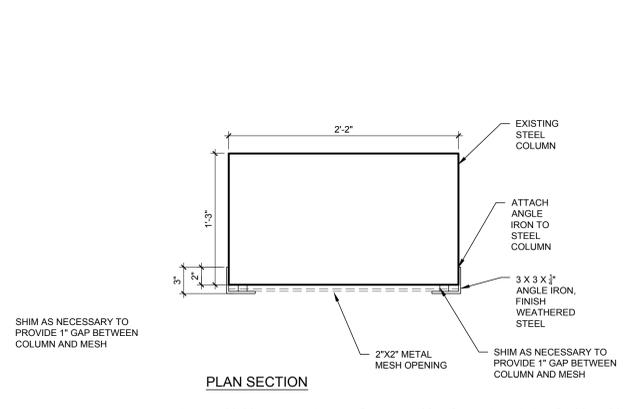


A1 SERVICE YARD
1/8" = 1'-0"

NOTE:
1. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL
2. TRELLIS CONNECTION TO EXISTING METAL COLUMN IS ILLUSTRATIVE, ARCHITECTURAL REVIEW REQUIRED.



A4 ILLUSTRATIVE TRELLIS & SHED COLUMN
1/2" = 1'-0"



A5 COLUMN TRELLIS PLAN AND SECTION
1 1/2" = 1'-0"

SHARED PARKING AND ACCESS AGREEMENT

THIS SHARED PARKING AND ACCESS AGREEMENT (this "Agreement") is entered into as of January 1, 2018, by and between Rio Grande Hotel Investment, LLC, a New Mexico limited liability company, as Managing Tenant, on behalf of the tenants in common which are collectively the owners of 100% of the undivided interests in the Hotel Albuquerque Parcel (as defined below) (collectively, "Hotel Albuquerque"), Hotel Chaco, LLC, a New Mexico limited liability company ("Chaco"), 1905/1909 Investment, LLC, a New Mexico limited liability company ("Bellamah"), and Sawmill 20th Street, LLC, a New Mexico limited liability company ("Sawmill").

WHEREAS, Hotel Albuquerque is the owner of that certain parcel of real estate located at 800 Rio Grande Blvd., NW, Albuquerque, New Mexico, (the "Hotel Albuquerque Parcel") described as follows:

Tracts lettered "A" and "B" of SHERATON OLD TOWN INN COMPLEX, in the City of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on December 12, 1977, as Document Number 77-77062, recorded in Vol. D 8, Folio 54, records of Bernalillo County, New Mexico.

WHEREAS, Chaco is the owner of that certain parcel of real estate located at 2000 Bellamah Avenue, NW, Albuquerque, New Mexico (the "Chaco Parcel") described as follows:

Tract lettered "D" of SHERATON OLD TOWN INN COMPLEX, in the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on December 12, 1977, as Document Number 77-77062, recorded in Vol. D 8, Folio 54, records of Bernalillo County, New Mexico.

WHEREAS, Bellamah is the owner of that certain parcel of real estate located at 1909 Bellamah Avenue, NW, Albuquerque, New Mexico (the "Bellamah Parcel") described as follows:

A certain tract of land located within the corporate limits of the City of Albuquerque, New Mexico, comprising Tract 340A2A1C and portions of Tracts 340A2A1A2B & 340A2A2B, all on Middle Rio Grande Conservancy District Map No. 35, being more particularly described as follows:

BEGINNING at the Southeast corner of the parcel herein described, being the point of intersection of the North right of way line of Bellamah Avenue, NW and the west right of way line of 19th Street NW;

Thence N 83° 29' 00" W, a distance of 542.45 feet along the North right of way line of Bellamah Avenue NW;

Thence N 04° 41' 22" E, a distance of 98.57 feet;

Doc# 2018061914

07/16/2018 03:45 PM Page: 1 of 11
AGRE R: \$25.00 Linda Stover, Bernalillo County



Thence along the arc of a curve to the right with Delta= 00° 06' 44", R= 432.78 feet and L= 0.85 feet;

Thence S 88° 14' 07" E, a distance of 16.46 feet;

Thence along the arc of a curve to the right with Delta= 09° 46' 28", R= 400.00 feet and L=68.24 feet;

Thence N 01° 33' 32" E, a distance of 86.92 feet to a point on the South edge of the Atchison, Topeka and Santa Fe Railway Company Industry Tract 45;

Thence S 88° 31' 32" E, a distance of 369.28 feet along the South edge of the Atchison, Topeka and Santa Fe Railway Company Industry Tract 45;

Thence along the arc of a curve to the left with Delta= 12° 32' 00", R=433.75 feet and L=94.88 feet to a point on the West right of way line of 19th Street NW;

Thence S 00° 06' 06" E, a distance of 294.13 feet along the West right of way line of 19th Street to the Point of Beginning.

WHEREAS, Sawmill is the owner of that certain parcel of real estate located at 800 20th Street, NW (also designated as 1904 Bellamah Ave, NW), Albuquerque, New Mexico (the "Sawmill Parcel") described as follows:

Tract Lettered "A" of the Lands of Stewart-Walker, Albuquerque, New Mexico, as the same is shown and designated on the Plat thereof filed in the Office of the County Clerk of Bernalillo County, New Mexico on February 14, 1989 in Plat Book C38, folio 123.

WHEREAS, each party desires to grant to each other party certain non-exclusive and perpetual easements for parking, access, ingress and egress on its respective Parcel. The Albuquerque Parcel, the Chaco Parcel, the Bellamah Parcel and the Sawmill Parcel are herein referenced each as "Parcel" and collectively, as the "Parcels".

NOW, THEREFORE, for and in consideration of Ten Dollars, in hand paid by each party to the other, the respective undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Shared Parking. Each party hereby grants to each other party for the use of such parties and the successors, assigns, tenants, invitees, customers, agents, employees, licensees and guests of such parties, a non-exclusive reciprocal easement on each party's respective Parcel for parking of automobiles and other like vehicles. The granting party reserves to itself, its successors and assigns, the same rights for itself, its tenants, their employees; invitees, guests together with each and every right not inconsistent with those granted by this Agreement.

2. Shared Access. Each party hereby grants to each other party for the use of such parties and the successors, assigns, tenants, invitees, customers, agents, employees, licensees and guests of such parties, a non-exclusive reciprocal easement on each party's respective Parcel for access, ingress, and egress as pedestrians and for access, ingress,

and egress of automobiles and other like vehicles belonging to or in the custody of such other party and such other party's tenants, their employees, invitees and guests. The granting party reserves to itself, its successors and assigns, the same rights for itself, its tenants, their employees; invitees, guests together with each and every right not inconsistent with those granted by this Agreement.

3. Parking Designation. The parties hereto shall not segregate parking rights or significantly impair access on its respective Parcel. The foregoing will not, however, impair the right of any party to declare exclusive parking areas on its Parcel for items such as employee parking, valet parking, handicap spaces, motorcycle spaces, bicycle spaces, loading or designated timed areas or to take commercially reasonable actions to prevent parking in areas which are not designated parking spaces; provided, however, a party may not designate exclusive parking areas on Parcels owned by another party.

4. Policies. Each Party shall have the exclusive right to set policies, rules and regulations regarding parking spaces on its Parcel in its sole discretion, including the right to regulate hours of use, restrict types of vehicles, impose reasonable nondiscriminatory controls in order to comply with all statutes, laws, ordinances and land use controls, such as designating parking areas, driveway areas, providing stop signs and other similar traffic controls. Each Party shall cause its tenants, their employees, invitees and guests to strictly observe such policies at all times.

5. Other Agreements. This Agreement is in addition to, and does not serve to replace (i) the easement for reciprocal access for maintenance of the Common Improvements granted by that certain Declaration of Reciprocal Use Easement and Encroachment Agreement dated December 11, 2013, recorded December 12, 2013 as Document No. 2013132393, records of Bernalillo County, New Mexico, and (ii) the easement and access rights granted by that certain Shared Parking and Access Agreement dated August 6, 2014, recorded August 14, 2014, as Document No. 2014064037, records of Bernalillo County, New Mexico.

6. Remedies. The damages that would result from the breach of this Agreement would be impossible to calculate. Therefore, the parties hereto hereby agree that any party shall be entitled to injunctive relief (without the posting of any bond or other security) against another party with respect to the enforcement of this Agreement. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Should a party commence any action against another party to enforce any obligations hereunder, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonable attorneys' fees. No Party shall have liability to another party for compensatory, special or consequential damages.

7. Insurance. Each party shall name the other parties as an additional insured on their general liability policies of insurance and upon request, shall provide each other party with certificates of insurance showing such parties as an additional insured.

8. Indemnification. Each Party shall indemnify, defend and hold the other parties harmless from any loss, cost, liability or expense (including, without limitation, reasonable attorneys' fees) that may be incurred by, or asserted against, such party which involves any matter relating to indemnifying party or the indemnifying party's agents' (including its tenants, their employees, invitees or guests) use of the Agreement.

9. Maintenance. Responsibility for the maintenance, operation, management and repair of the parking areas will be vested in the owner(s) of the Parcels upon which parking areas are located, and their respective successors and assigns.

10. Subordination. The parties hereto intend that this Agreement be superior to any and all mortgages, liens or encumbrances (hereinafter collectively, “**mortgage**” or “**mortgages**”) now placed on the Parcels. As to any mortgage hereafter placed on the Parcels, the mortgage will be deemed subordinate to this Agreement, to insure that this Agreement survives any foreclosure of any such mortgage, provided that nothing in this Agreement will affect the lien or validity of any such mortgage.

11. No Dedication. The easements declared by this Agreement are not intended nor will they create any prescriptive rights in the public to the easements conveyed and granted in this Agreement.

12. Covenants to Run with Land. This Agreement and the covenants and conditions contained in this Agreement will inure to the benefit of and be binding upon each party hereto and their successors and assigns. The easements, restrictions, benefits and obligations in this Agreement will create mutual and reciprocal benefits and servitudes upon all Parcels, which easements are perpetual and will run with and benefit all of the land included in the Parcels.

13. Notice. Any notice to be given as provided in this Agreement will be in writing and will be deemed to have been given when deposited in the United States mail, postage prepaid addressed, to the owner of each Parcel at the address provided for property tax notices.

14. Term. Easements, rights and privileges established by this Agreement will remain in effect until terminated by the written agreement of all of the parties hereto or their successors or assigns. The easements created by this Agreement will run with the Parcels indefinitely and perpetually.

15. Governing Law. The laws of the State of New Mexico will govern this Agreement.

SIGNATURES BEGIN ON NEXT PAGE

HOTEL ALBUQUERQUE:
RIO GRANDE HOTEL INVESTMENT, LLC,
a New Mexico limited liability company

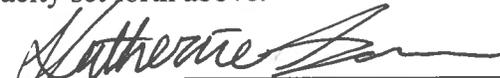
By: _____
James M. Long
Its: Managing Member

Its: Managing Tenant

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on 1/31 2018, by James M. Long, Managing Member of Rio Grande Hotel Investment, LLC, a New Mexico limited liability company, in the capacity set forth above.



Notary Public

11/28/2020
My commission expires:



CHACO:

HOTEL CHACO, LLC
a New Mexico limited liability company

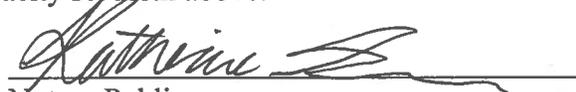
By: RIO GRANDE HOTEL INVESTMENT, LLC,
a New Mexico limited liability company
Its: Managing Member

By: _____
James M. Long
Its: Managing Member

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on 1/31 2018, by James M. Long, Managing Member of Rio Grande Hotel Investment, LLC, a New Mexico limited liability company, in the capacity set forth above.



Notary Public

11/28/2020
My commission expires:



BELLAMAH:

1905/1909 INVESTMENT, LLC
a New Mexico limited liability company

By: SAWMILL BELLAMAH PROPERTIES, LLC
a New Mexico limited liability company
Its: Sole Member

By: Bell Tower Investment, LLC
a New Mexico limited liability company
Its: Managing Member

By: _____
James M. Long
Its: Managing Member

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on 1/31 2018, by James M. Long, Managing Member of Bell Tower Investment, LLC, a New Mexico limited liability company, in the capacity set forth above.

Katherine Swanson
Notary Public

11/28/2020
My commission expires:



SAWMILL:

SAWMILL 20TH STREET, LLC
a New Mexico limited liability company

By: SAWMILL BELLAMAH PROPERTIES, LLC
a New Mexico limited liability company

Its: Sole Member

By: Bell Tower Investment, LLC
a New Mexico limited liability company

Its: Managing Member

By: _____
James M. Long

Its: Managing Member

STATE OF NEW MEXICO

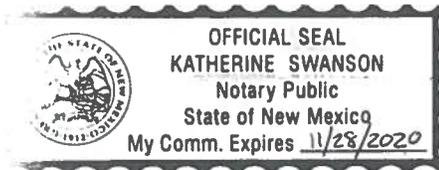
COUNTY OF BERNALILLO

This instrument was acknowledged before me on 1/31 2018, by James M. Long, Managing Member of Bell Tower Investment, LLC, a New Mexico limited liability company, in the capacity set forth above.



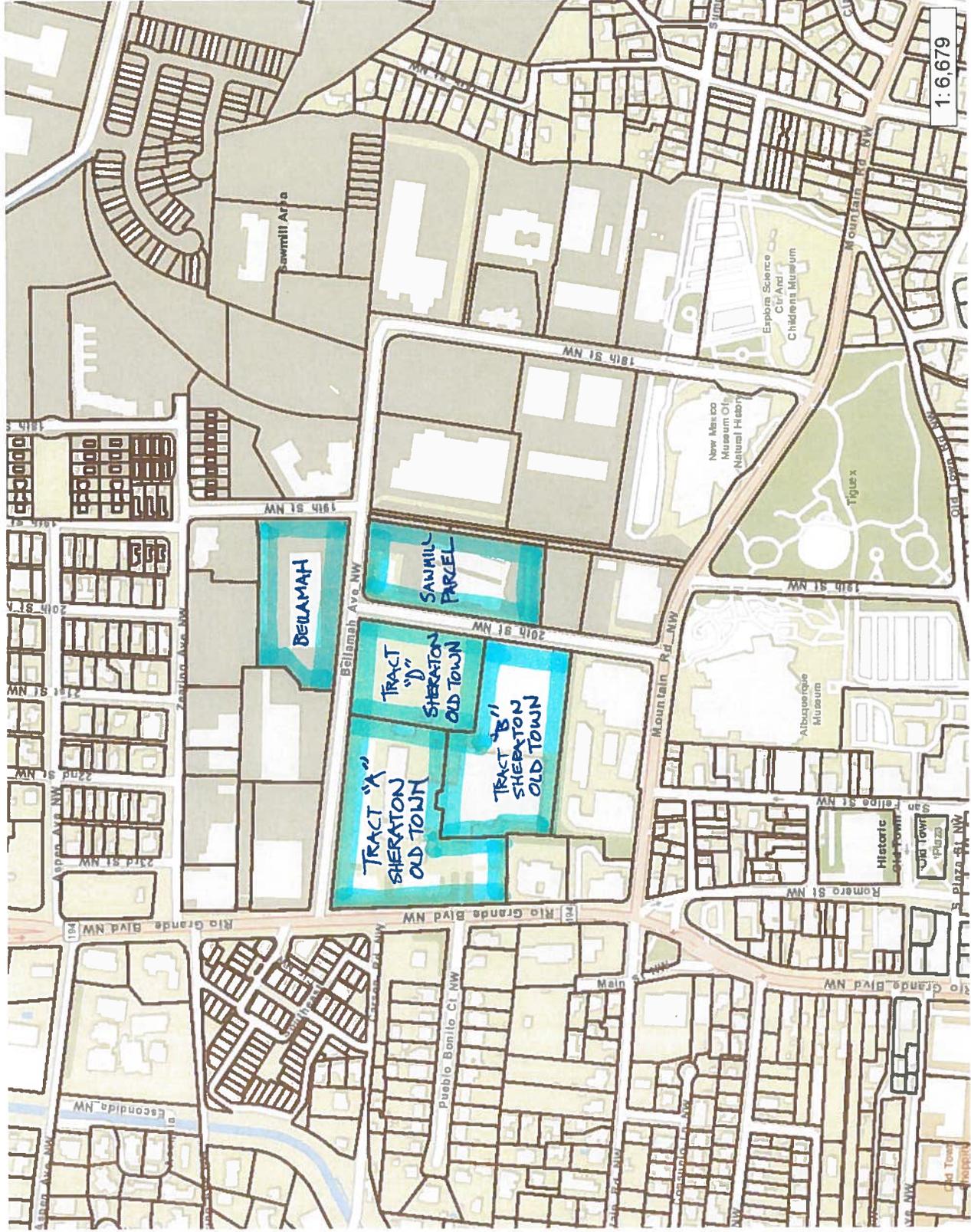
Notary Public

11/28/2020
My commission expires:





- Legend**
- Bernalillo County Parcels
 - Municipal Limits
 - Corrales
 - Edgewood
 - Los Ranchos
 - Rio Rancho
 - Tijeras
 - UNINCORPORATED
 - World Street Map



This map is a user generated static output from www.cabq.gov/gis and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR LEGAL PURPOSES

Notes



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 3/2018)

Project Title: Sawmill Market Building Permit #: _____ Hydrology File #: _____

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

Legal Description: TRS 340A2A1A2B, 340A2A2B & 340A2A1C MRGCD MAP 35 CONT 3.0136 AC M/L

City Address: 1909 Bellamah Ave. NW, Albuquerque, NM 87104

Applicant: Dekker Perich Sabatini Contact: Lana Idriss

Address: 7601 Jefferson NE, Suite 100, Albuquerque, NM 87109

Phone#: 505-761-9700 Fax#: _____ E-mail: lanai@dpsdesign.org

Other Contact: Heritage Hotels and Resorts Contact: Eric Haskins

Address: 201 Third St. NW Suite 1140, Albuquerque, NM 87102

Phone#: 505-212-9148 Fax#: _____ E-mail: ehaskins@hhandr.com

Check all that Apply:

IS THIS A RESUBMITTAL?: ___ Yes No

DEPARTMENT:

- HYDROLOGY/ DRAINAGE
- TRAFFIC/ TRANSPORTATION

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

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

TYPE OF SUBMITTAL:

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

DATE SUBMITTED: 2.11.2020 By: Lana Idriss

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____

Appr. Per

Gomez, Ernest P.

From: Gomez, Ernest P.
Sent: Wednesday, February 12, 2020 3:32 PM
To: Gomez, Matthew D.
Cc: Biazar, Shahab; 'jpekin@hartconstruction.net'
Subject: 1909 Bellamah Ave NE (J13D017A) Sawmill Market

Good Afternoon,

Please release 1909 Bellamah Ave NE for 30 Day Temp CO for Transportation. This email serves as the 30day Temp letter.



ERNIE GOMEZ
plan checker
o 505.924.3981
e epgomez@cabq.gov
cabq.gov/planning