

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

February 9, 2021

Mark Goodwin, P.E.
Mark Goodwin & Associates
PO Box 90606
Albuquerque, NM 87199

RE: Defined Fitness at Unser Crossing
8020 Central Ave SW
Permanent C.O. – Accepted
Engineer's Stamp Date: 01/23/19
Engineer's Certification Date: 02/03/21
Hydrology File: K10D045

Dear Mr. Goodwin:

PO Box 1293

Based on the Certification received 02/03/2021 and site visit on 02/08/21, this certification is approved in support of Permanent Release of Occupancy by Hydrology.

Albuquerque

If you have any questions, please contact me at 924-3995 or rbrissette@cabq.gov.

Sincerely,

NM 87103

Renée C. Brissette

www.cabq.gov

Renée C. Brissette, P.E. CFM
Senior Engineer, Hydrology
Planning Department



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Defined Fitness at Unser Crossing Building Permit #: _____ Hydrology File #: K10D045

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

Legal Description: Tract 7 Plat of Unser Crossing

City Address: Central Blvd and Unser Blvd. Albuquerque, NM 87121

Applicant: Defined Fitness Corporation Contact: Reta Jones

Address: 5850 Eubank Blvd. Suite B-62, Albuquerque, NM 87111

Phone#: 505-275-0000 Fax#: _____ E-mail: reta@defined.com

Other Contact: Mark Goodwin & Associates, PA Contact: Mark Goodwin

Address: PO BOX 90606, Albuquerque, NM 87199

Phone#: 828.2200 Fax#: _____ E-mail: mark@goodwinengineers.com

TYPE OF DEVELOPMENT: _____ PLAT (# of lots) _____ RESIDENCE _____ DRB SITE X ADMIN SITE

IS THIS A RESUBMITTAL? X Yes _____ No

DEPARTMENT _____ TRANSPORTATION _____ HYDROLOGY/DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

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

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

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

DATE SUBMITTED: February 3, 2021 By: Mark Goodwin

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____



D. Mark Goodwin & Associates, P.A.
Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539

February 3, 2021

Ms. Renee Brisette
City of Albuquerque
Senior Engineer
600 2nd Street SW
Albuquerque, NM 87102

Re: Defined Fitness at Unser Crossing – Hydrology File K10D045

Dear Ms. Brisette:

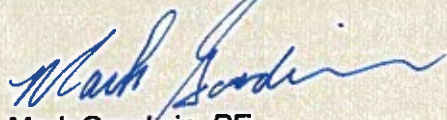
In response to your letter dated 12/23/19, we offer the following:

1. There was a broken water spigot that gave the impression that water was not draining off the parking lot. This has been corrected.
2. Culverts have been bolted.
3. Work has been performed.
4. This has been paid.
5. We are attaching ECR's which define maintenance responsibilities.
6. Drainage covenant is attached.

With this response, we request the permanent C.O. If you have any questions, you may contact our office at (505) 828-2200.

Sincerely,

MARK GOODWIN & ASSOCIATES, PA



Mark Goodwin, PE
President

DMG/II

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Spirit Master Funding X, LLC ("Owner"), whose address is 2727 N. Harwood Street, Suite 300, Dallas, TX 75201 and whose telephone number is (972) 476-1900 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. **Recital.** Owner is the current owner of certain real property described as: Tract 7 Plat of Unser Crossing in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information). TR 7 PLAT OF UNSER CROSSINGS (A REPLAT OF TRS 1A, 1B, 2A, 2B, 3A, 3B, 4B & TR 6 V. E. BARRETT SUBD & TRS 4-A-1, 5-B-15-B-2 LANDS OF WEFCO PARTNERS) CONT 4.7196 AC

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities ("Drainage Facility") on the Property, and the parties wish to enter into this Covenant to establish the obligations and responsibilities of the parties.

2. **Description and Construction of Drainage Facilities.** Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No. K10D045

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

3. **Maintenance of Drainage Facility.** The Owner will maintain the Drainage Facility at the Owner's cost in accordance with the approved Drainage Report and plans.

4. **City's Right of Entry.** The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.

5. **Demand for Construction or Repair.** The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages, which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of, or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Covenant may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's Property for improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is:

2727 N. Harwood Street, Suite 300, Dallas, TX 75201; Attn: Property Management

Notice may be given to the Owner either in person or by mailing the Notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the Owner within three (3)

days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested, to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

14. Entire Agreement. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.

15. Changes to Agreement. Changes to this Covenant are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.

OWNER: Spirit Master Funding X, LLC

CITY OF ALBUQUERQUE:

By: Spirit SPE Manager, LLC, its Manager

By: *Ken M*

By: _____
Shahab Biazar, P.E., City engineer

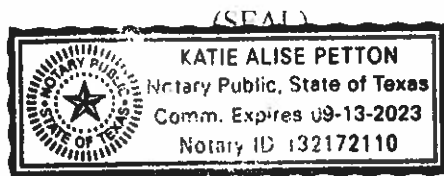
Name: Ken Heimlich
Title: Executive Vice President
Dated: January _____, 2021

Dated: _____

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS)
)ss
COUNTY OF DALLAS)

This instrument was acknowledged before me on this 22 day of January, 2021, by Ken Heimlich, an Executive Vice President of Spirit SPE Manager, LLC, the Manager of Spirit Master Funding X, LLC, on behalf of the limited liability company (Owner).



Katie Petton
Notary Public
My Commission Expires: 9/13/2023

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public
My Commission Expires: _____

(EXHIBIT A ATTACHED)

DEKLER
PERICH
SABATINI

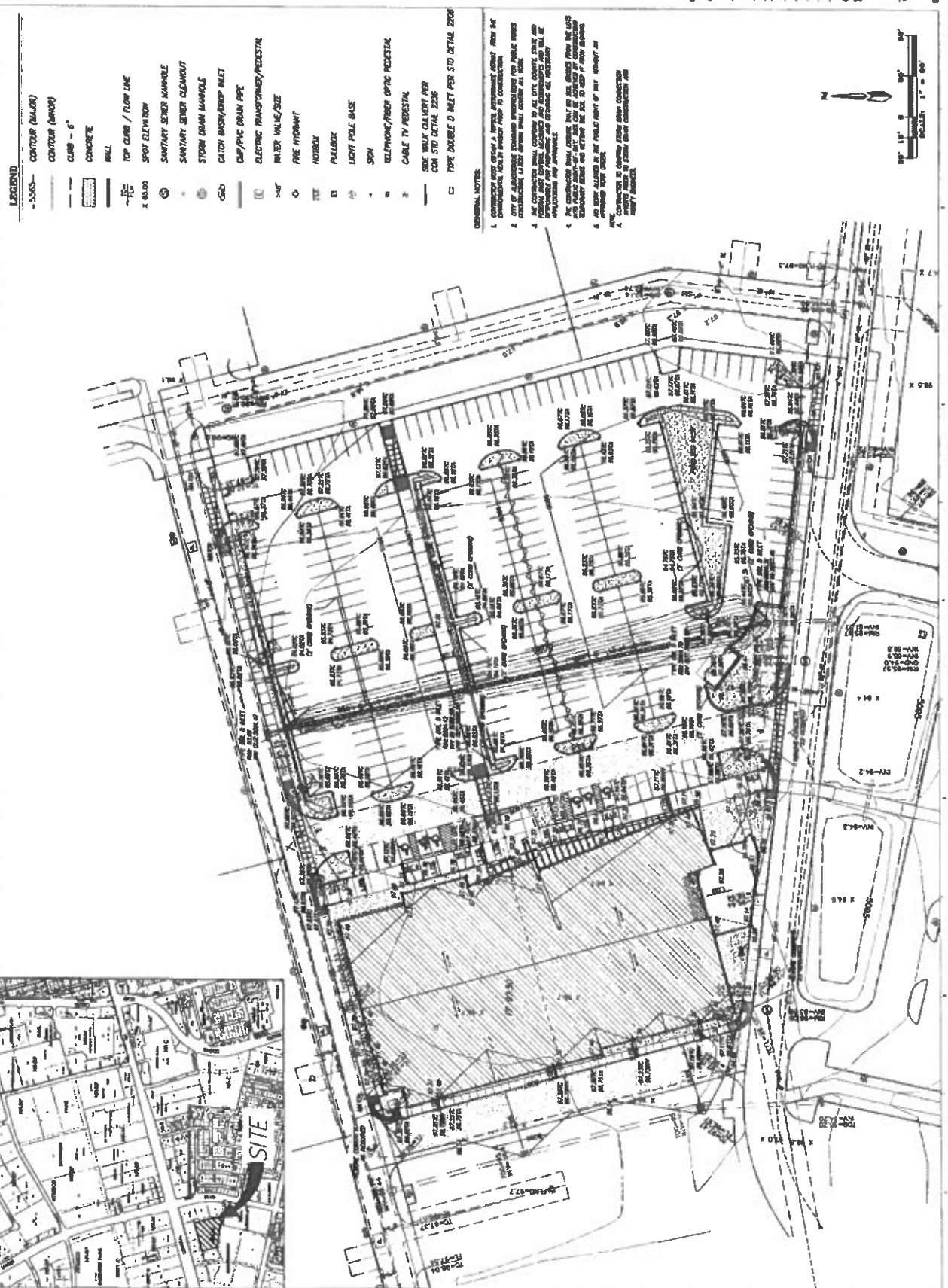
7600
OFFICIAL SITE AND
COUNCILMAN'S OFFICE
161.71.1700 / 161.71.1705



DEFINED FITNESS AT
UNSER CROSSINGS

GRADING AND
DRAINAGE PLAN

C100

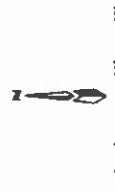


LEGEND

- SSS- CONTOUR (MAJOR)
- SSS- CONTOUR (MINOR)
- SSS- CLUMP - 6"
- SSS- CONCRETE
- SSS- WALL
- SSS- TOP CLUMP / FLOW LINE
- SSS- SPOT ELEVATION
- SSS- SANITARY SINKER MANHOLE
- SSS- SANITARY SINKER CLEANOUT
- SSS- STORM DRAIN MANHOLE
- SSS- CATCH BASIN/DRIP INLET
- SSS- CMP/PVC DRAIN PIPE
- SSS- ELECTRIC TRANSFORMER/POCKET
- SSS- WATER VALVE/SIZE
- SSS- FIRE HYDRANT
- SSS- HOTBOX
- SSS- PULLBOX
- SSS- LIGHT POLE BASE
- SSS- SIGN
- SSS- TELEPHONE/NEW OPTIC POCKET
- SSS- CABLE TV ANTENNA
- SSS- SINK W/OUT CLUMP FOR
- SSS- C&G STD DETAIL 2235
- SSS- TYPE DOUBLE D INLET FOR STD DETAIL 2200

GENERAL NOTES:

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS.
2. THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS SHALL BE USED FOR ALL CONSTRUCTION.
3. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS.
4. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS.
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8. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS.
9. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS.
10. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES SPECIFICATIONS FOR PUBLIC WORKS.



STEWART TITLE/M. DAYTON
FILE# 8060015

Recording Requested By and
When Recorded, Return To:
Paul M. Harman, Esq.
Jones Waldo Holbrook & McDonough
170 South Main Street, Suite 1500
Salt Lake City, UT 84101-1644

I, LINDA STOVER, County Clerk of
Bernalillo County, New Mexico, hereby certify that
the foregoing is true, correct and full copy of the
instrument herewith set out as appears of record
in my office.

Dated this 7th day of June 2017
LINDA STOVER
Bernalillo County Clerk

By [Signature]
Deputy Clerk

EASEMENTS
COVENANTS, CONDITIONS AND RESTRICTIONS

BY AND BETWEEN

LOWE'S HOME CENTERS, INC.,

ARMSTRONG CENTRAL UNSER BLVD., LLC,

AND

SANDIA PLAZA PARTNERS, LLC

Doc# 2008103534

08/18/2008 03:38 PM Page: 1 of 00
EASE R: \$163.00 M. Toulouse Oliver, Bernalillo County



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EASEMENTS
COVENANTS, CONDITIONS AND RESTRICTIONS

THESE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "ECC&Rs"), are made and entered into as of the date of the last execution hereof, which date is the 18th day of September, 2008, by and between ARMSTRONG CENTRAL UNSER BLVD. LLC, a New Mexico limited liability company, ("Developer"), SANDIA PLAZA PARTNERS, LLC, a New Mexico limited liability company, ("Sandia") and LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Lowe's") (the foregoing parties hereinafter collectively referred to as the "Parties");

W I T N E S S E T H :

WHEREAS, Lowe's is the owner of that certain tract of real property consisting of approximately 13.10 acres located in the City of Albuquerque, Bernalillo County, State of New Mexico as more particularly described on Schedule I attached hereto and made a part hereof for all purposes and shown on the site plan ("Site Plan") attached hereto as Exhibit A as Parcel 12 (the "Lowe's Parcel"); and

WHEREAS, Developer is the owner of certain tracts of real property located in City of Albuquerque, Bernalillo County, State of New Mexico, located contiguous with and adjacent to the Lowe's Parcel, which is more particularly described in Schedule II attached hereto and made a part hereof for all purposes and shown on the Site Plan as Parcels 1 through 6 inclusive, 8 through 11 inclusive, 13 and 14 (the "Developer Parcels"); and

WHEREAS, Sandia is the owner of a certain tract of real property located in the City of Albuquerque, Bernalillo County, State of New Mexico, located contiguous with and adjacent to the Lowe's Parcel, which is more particularly described in Schedule III attached hereto and made a part hereof for all purposes and shown on the Site Plan as Parcel 7 ("the Sandia Parcel"); and

WHEREAS, the Lowe's Parcel, the Sandia Parcel and the Developer Parcels are further designated on the Site Plan of the overall shopping center development.

NOW, THEREFORE, the Developer, Sandia and Lowe's hereby declare, agree, covenant and consent that all of the Parcels described on Schedule I, Schedule II and Schedule III shall be held, sold and conveyed subject to the following easements, restrictions, covenants and

conditions which are imposed on such Parcels to run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the described Parcels or any part thereof, their heirs, successors and assigns for the purpose of development and operation of the Parcels in an integrated shopping center and to protect the value of such respective Parcels. Further, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

BASIC DEFINITIONS

Section 1.1. **"Building"** shall mean the permanently enclosed structure(s) which has(have) been, will be or may be constructed within the Permissible Building Areas, but shall not include Common Area Improvements. For purposes of these ECC&Rs, "Building" shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

Section 1.2. **"Common Area"** shall mean all real property owned by the Parties for the common use and enjoyment of the Owners and their respective Permittees, including, without limitation, parking areas (provided there are no reciprocal parking easements), access drives and ingress and egress points, service drives, sidewalks and non-dedicated streets and shall consist of all portions of the Shopping Center not designated as Permissible Building Areas and all portions of any Permissible Building Area upon which no Building is currently constructed. Common Areas do not include drive up or drive through areas and facilities, loading docks, patio areas, or permanent outdoor sales areas.

Section 1.3. **"Common Area Improvements"** shall mean all improvements constructed from time to time within the Common Area and intended for common use and enjoyment which may include, without limitation, parking areas (provided there are no reciprocal parking easements), access drives, ingress and egress points, service drives, non-dedicated streets, lighting standards, sidewalks, landscaping, fixtures, and signage. The Common Area Improvements shown on the Site Plan require no further approval by any Owner.

Section 1.4. **"Consenting Owner"** shall mean and refer to the Owner of the Lowe's Parcel, and the Owner of Parcel 14; for so long as the Sandia Parcel is owned by Sandia or any

affiliate or successor company to Sandia, the Owner of the Sandia Parcel shall also be a Consenting Owner. The Parties intend that there shall be at most three (3) Consenting Owners for the Shopping Center consisting of only one Consenting Owner representing Parcel 14, only one Consenting Owner representing the Lowe's Parcel, and only one Consenting Owner representing the Sandia Parcel but only so long as Sandia or any affiliate or successor company to Sandia own the Sandia Parcel. In the event that the Lowe's Parcel, the Sandia Parcel or Parcel 14 are further subdivided, the current Consenting Owner shall designate the particular parcel of the subdivided Parcel whose Owner shall succeed as the Consenting Owner. Any time that the consent or approval of the Consenting Owners is required under these ECC&Rs, the unanimous consent or approval of all of the Consenting Owners must be obtained for any such consent or approval to be authorized and, unless otherwise specified, such consent shall not be unreasonably withheld, conditioned or delayed.

Section 1.5. "Default Rate" shall mean the rate of interest that is the lesser of (i) twelve percent (12%) per annum, compounded monthly, and (ii) the maximum rate allowed by applicable law.

Section 1.6. "Improvement(s)" shall mean Building(s) and other structures within a Permissible Building Area and Common Area Improvements.

Section 1.7. "Maximum Square Footage" shall mean and refer to the maximum square footage allowed for all Buildings contained within a single Permissible Building Area. The Maximum Square Footage for each Permissible Building Area is shown on the Site Plan. Any change to the Maximum Square Footage shown on the Site Plan shall be subject to the prior written consent of the Consenting Owners, which consent may be withheld in the sole discretion of each of the Consenting Owners and any such change shall be reflected in an amendment to these ECC&Rs.

Section 1.8. "National or Regional Chain" shall mean a retail business operating under the same name (and utilizing the same prototypical signage or prototypical building design as applicable) having at least forty (40) locations through the United States or having at least twenty (20) locations within the Albuquerque metropolitan area.

Section 1.9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Parcel which is a part of the Shopping Center, as

hereinafter defined, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.10. "Parcel" shall mean and refer to any parcel of land shown as a parcel or tract on the Site Plan. "Outparcel" shall mean and refer to the portions of the Developer Parcels and the Sandia Parcel labeled Outparcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13 on the Site Plan. Every Outparcel shall be a Parcel from the date of recording of a subdivision map showing the Outparcel, so that all references herein to Parcels shall apply with equal force to Outparcels; however, references to Outparcels shall be specific to Outparcels as herein defined.

Section 1.11. "Permissible Building Area" shall mean the area designated on the Site Plan within which a Building(s) may be constructed not to exceed the Maximum Square Footage. Any change to the Permissible Building Areas shown on the Site Plan shall be subject to the prior written consent of the Consenting Owners, which consent shall not be unreasonably withheld, conditioned or delayed provided that it shall not be unreasonable for a Consenting Owner to withhold consent if the Consenting Owner determines in its reasonable business judgment that the proposed change adversely affects visibility of its Building or signage, parking, or traffic or pedestrian flow. Any such change shall be reflected in an amendment to these ECC&Rs.

Section 1.12. "Permittees" shall mean Owners and their tenants and subtenants and the employees, occupants, contractors, customers, agents, licensees, guests, and invitees of an Owner, its tenants and subtenants.

Section 1.13. "Shopping Center" shall mean and refer to the Lowe's Parcel, the Sandia Parcel and the Developer Parcels as shown on the Site Plan, located in the City of Albuquerque, County of Bernalillo, State of New Mexico.

Section 1.14. "Site Plan" shall mean Exhibit A. The Site Plan consists of multiple pages; references to the Site Plan shall apply to the page of Exhibit A showing the feature or item described as being shown on the Site Plan.

ARTICLE II

EASEMENTS

Section 2.1 Definitions and Documentation:

For the purposes of this Article II, the following will apply:

(A) An Owner granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Owner but also its successors and assigns.

(B) An Owner to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Owner but its successors, assigns, and Permittees; although not for the direct benefit of Permittees, the Grantee may permit from time to time its Permittees to use such easements; provided, however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(C) The term "Utility Facilities" means utility systems and utility facilities serving the Shopping Center such as the following: storm drainage, detention, retention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and utility facilities installed under the provisions of these ECC&RS and as replacements thereto.

(D) The term "Common Utility Facilities" means Utility Facilities serving more than one (1) Owner.

(E) The term "Separate Utility Facilities" means Utility Facilities serving a single Owner (e.g., a lateral line).

(F) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.

(G) All easements granted herein are non-exclusive and are irrevocable and perpetual.

(H) All easements granted herein shall be easements appurtenant and not easements in gross.

(I) In the event an Owner transfers or conveys a portion of its Parcel, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(J) All easements granted hereunder and herein shall exist by virtue of these ECC&Rs, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the reasonable request of an Owner, the other Owners shall sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Owners, which approval shall not be unreasonably withheld. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Owner to construct or maintain its Building(s) except as expressly provided in these ECC&Rs.

Section 2.2 Easements for Use of Common Area.

(A) Grant of Easement: Each Owner hereby grants to the other Owner(s) easements in the Common Area on its (Grantor's) Parcel for:

- (i) ingress to and egress from the Grantee's Parcel;
- (ii) the passage of vehicles;
- (iii) the passage and accommodation of pedestrians; and
- (iv) the doing of such other things as are expressly authorized or required to be done on the Common Area under these ECC&Rs.

(B) No Cross Parking: The Owners hereby specifically disclaim any intention to create any reciprocal parking easements between the Lowe's Parcel and any other Parcel in the Shopping Center.

(C) Design of the Common Areas:

(i) No Change Area: No change may be made to the layout and configuration of that portion of the Common Area shown on the Site Plan as the "No Change Area" without the consent of each of the Consenting Owners, which consent may be withheld in the sole discretion of each Consenting Owner.

(ii) Initial Development of the Common Areas: The Common Area Improvements depicted on the Site Plan are hereby deemed approved by the Consenting Owners.

(iii) Changes after Initial Development. Any Owner may add Common Areas and Common Area Improvements not shown on the Site Plan or make changes to the Common Area and the Common Area Improvements shown on the Site Plan on such Owner's Parcel and not included in the No Change Area, as such Owner determines in its sole discretion; provided, however, that the consent of each Consenting Owner shall be required for any change or addition that adversely impacts: (i) access to an Owner's Parcel (including changes and additions to entrances or exits that adversely affect access to an Owner's Parcel), (ii) vehicular traffic flow to any other Parcel in the Shopping Center (including changes or additions to curb cuts or the orientation of parking spaces or drive aisles that adversely affect traffic flow to any other Parcel in the Shopping Center), or (iii) visibility of any other Owner's building or any sign on which any other Owner has a right to display a sign panel, and such consent may be withheld in the sole discretion of each Consenting Owner. No change may (i) reduce parking spaces below the minimum required under these ECC&Rs, (ii) alter the location of free standing signs as provided in Section 4.3 of these ECC&Rs, or (iii) relocate utility facilities except as provided in Section 2.3 of these ECC&Rs. Notwithstanding the foregoing, no drive through or drive up window or lane may be added to or changed in the Common Areas without the consent of each of the Consenting Owners, which consent may be withheld in the sole discretion of each Consenting Owner.

(iv) Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially complete.

(D) Common Area Sales and Displays: Notwithstanding the grant of easements under Section 2.2(A), sales and displays may be located within the Common Area but only as follows (and provided that the following activities are not in violation of any applicable law or ordinance):

(i) The Owner or occupant of the Lowe's Parcel may conduct parking lot sales, conduct other business and/or display merchandise in that portion of the Common Area (including the parking field) to the side of or in front of any Building on the Lowe's Parcel so long as such activity does not materially interfere with ingress and egress to the rest of the Shopping Center and is not in violation of any applicable law or ordinance.

(ii) The Owner or occupant of the Lowe's Parcel shall have the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure(s) on the sidewalks next to the Lowe's Building provided that the ATMs and kiosks are not drive up or drive through facilities.

(iii) The Owner or occupant of the Lowe's Parcel may display merchandise, conduct sidewalk sales and/or conduct other business on the sidewalks on the Lowe's Parcel. The Owner or occupant of the Lowe's Parcel may otherwise enclose and/or redesign its sidewalk areas without the need of obtaining any other Owner's consent. The Owner or occupants of the Developer Parcels and the Sandia Parcel may display merchandise, conduct sidewalk sales or other business on the sidewalks on their respective Parcels.

(iv) The Owner or occupant of the Lowe's Parcel may park vehicles or equipment in the parking field of the Lowe's Parcel in connection with the leasing of vehicles and/or equipment.

(v) Except as set forth herein, parking lot sales and/or other display or sale of merchandise in the Common Areas is not permitted in the Shopping Center.

(E) Easements for Access Drives: Each Owner hereby grants to the other Owner(s) easements for pedestrian and vehicular traffic in those drive aisles and access drives (not less than the widths therefor shown on the Site Plan) on its (Grantor's) Parcel which are shown on Site Plan as being within the "No Change Area" (hereinafter collectively referred to as the "Access Drives") for the purpose of providing ingress to and egress from the Grantee's Parcel and each of Central Avenue, SW, Unser Boulevard SW, 86th Street SW and Bridge Boulevard SW, together with the following rights and subject to the following restrictions and reservations:

(i) The use of the Access Drives by any person entitled to the use thereof shall be in common with all other such persons. The Access Drives and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements; and

(ii) As further provided in Section 2.2(F) herein, Grantors of the easements for the Access Drives agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Access Drives, except to the extent

necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein.

(F) General Provisions for Common Area Easements:

(i) No barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Shopping Center from time to time devoted to pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Owners of the rights and easements created by this Article II. In addition, each Owner may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give fifteen (15) days written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction.

(ii) The easements granted under this Section 2.2 are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under these ECC&Rs, specifically including those portions of the Common Area shown on the Site Plan. Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially completed.

(iii) Each Owner hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same.

(iv) The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in these ECC&Rs.

Section 2.3 Easements for Utility Facilities:

(A) Grant of Easement: Each Owner hereby grants to the other Owner(s) perpetual easements to its (Grantor's) Parcel, except within such Owner's Permissible Building Area, for

the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee.

(B) Installation, Repair and Maintenance:

(i) All Utility Facilities shall be underground if reasonably possible.

(ii) The location of any Utility Facilities shall be subject to the prior written consent of the Owner(s) across whose Parcel(s) the same are to be installed, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) The CAM Director (defined below) shall be responsible for the maintenance, operation, repair, replacement and removal of all Common Utility Facilities in accordance with Section 5.1 which shall be subject to reimbursement by each Owner in the Shopping Center of its pro rata share of the costs of such work. For purposes of this Section 2.3(B), each Owner's pro rata share shall be calculated by dividing the square footage of such Owner's land by the total square footage of all land of all Owners served by such Common Utility Facilities. The reimbursements will be invoiced and paid in accordance with the provisions of Section 5.1.

(iv) The Owner served by a Separate Utility Facility (i.e., the Owner whose Parcel is served by a separate lateral utility line) shall be responsible, at its cost, for the maintenance, operation, repair, replacement and removal of such Separate Utility Facility, regardless of whether the Separate Utility Facility is on that Owner's Parcel or on another Owner's Parcel pursuant to a grant of easement above.

(v) Any installation, maintenance, repair, replacement, relocation and removal of Separate Utility Facilities shall be performed by a Grantee on a Grantor's Parcel or of Common Utility Facilities by CAM Director only after thirty (30) days advance notice to Grantor of the intention to do such work. However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damage and/or harm), any such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances.

(vi) All installation, maintenance, repair and removal of Utility Facilities shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may

have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as existed prior to the commencement of any such work.

(vii) After the Building on the Lowe's Parcel has opened for business, no installation, repair or removal of Utility Facilities shall be carried on during the period from November 15th through the next succeeding January 15th, and April 1st through July 4th, or on any weekends except: (a) emergency repair work; or (b) work undertaken outside of the hours during which the Building on the Lowe's Parcel is open for business provided that any interruption of utility service to the Lowe's Parcel shall be coordinated with the Owner of the Lowe's Parcel. After the Building on the Sandia Parcel has opened for business, no installation, repair or removal of Utility Facilities shall be carried on during the period from January 1st through March 31st or on any weekends except: (a) emergency repair work; or (b) work undertaken outside the hours during which the Building on the Sandia Parcel is open for business provided that any interruption of utility service to the Sandia Parcel shall be coordinated with the Owner of the Sandia Parcel.

(C) Easements to Public Utilities. Any grant or other conveyance of an easement to a public utility, as Grantee, by a Grantor on its Parcel shall, without necessity of further recital in the conveyancing instrument, be deemed to include the following conditions, covenants and restrictions, in addition to the other provisions of Section 2.3, to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument.

- (i) The easement is non-exclusive;
- (ii) All Utility Facilities installed pursuant to the easement shall be underground, except for manholes and manhole covers which shall be flush with adjacent grade, and except as otherwise shown on plans subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed;
- (iii) The right to use the surface areas for the purposes allowed under these ECC&Rs is reserved;
- (iv) Grantor reserves the right to require Grantee to relocate its facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense;

(v) Grantee shall not, in its use or installation, interfere with other installations and easements in the area;

(vi) Grantee shall protect its Utility Facilities against uses of the surface made by Grantor and others;

(vii) Grantee shall make adequate provisions for the safety and convenience of all persons using the area;

(viii) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;

(ix) Grantee shall defend, indemnify and hold harmless Grantor against all loss, liability, and costs (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) which may result to Grantor from the negligent or willful wrongful act or omission of Grantee, its agents, employees and contractors; and

(x) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein.

(D) Indemnification: The Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal), incurred in connection with Grantee's use of the Utility Facilities easements under this Section 2.3, except to the extent occasioned by Grantor's negligent or willful wrongful act or omission to act.

(E) Grantee's Rights as to Utility Facilities:

(i) Use of Separate Utility Facilities: The Grantor of any easement for Separate Utility Facilities under this Section 2.3 may use the utility facilities installed pursuant to such easement; provided, however, that any increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor; and provided, further, that Grantor gives written notice within the time period called for under, and otherwise complies with, the requirements of Section 2.3(E)(ii).

(ii) Relocation of Utility Facilities on Grantor's Parcel: Except during the period from November 15th through the following January 15th and the period from April 1st through July 4th with respect to Utility Facilities serving the Lowe's Parcel and except during the

period from January 1st through March 31st with respect to Utility Facilities serving the Sandia Parcel, the Grantor of any easement under this Section 2.3 may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it (provided that such relocation work may occur during the periods described above for (a) emergency repair work; or (b) work undertaken outside of the hours during which the Building on the Lowe's Parcel or the Sandia Parcel as applicable is open for business provided that any interruption of utility service to the Lowe's Parcel shall be coordinated with the Owner of the Lowe's Parcel and any interruption of utility service to the Sandia Parcel shall be coordinated with the Owner of the Sandia Parcel); provided, however, that such relocation:

(a) may be performed only after Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities;

(b) shall not interfere with or diminish the utility services to the Grantee (however, temporary interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the Grantee, and Grantee has been so notified under Subsection 2.3(E)(ii)(a)). Grantor shall promptly reimburse Grantee for all costs, expenses and losses incurred by Grantee as a result of such interferences or diminutions, or both;

(c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;

(d) shall be located underground, if reasonably possible;

(e) shall be performed without cost or expense to Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to the Grantee are involved, in accordance with plans approved by the Grantee; and

(f) shall be performed in a manner that minimizes the disruption of business operations within the Shopping Center.

(iii) Limitation on Rights: Nothing herein shall be construed to grant any Owner the right to utilize, drain into, or otherwise alter natural water flow into any detention or retention facilities located on or exclusively serving any other Owner's Parcel.

Section 2.4 Drainage:

Each Owner hereby grants to the other Owners easements to use, maintain and repair any storm water drainage system (the "Storm Drainage System") now or hereafter located on any Parcel,

together with the right to discharge surface water runoff across portions of any Parcel in accordance with the design of the Storm Drainage System; provided, however, that use, maintenance and repair of any Utility Facilities for the Storm Drainage System shall comply with Section 2.2. All changes to the initial Storm Drainage Systems shall be subject to the prior written consent of the Owner of the Lowe's Parcel and the Owner of Lot 14, which consent shall not be unreasonably withheld, conditioned or delayed. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of an Owner's Improvements substantially as shown on the Site Plan (including, without limitation, Buildings, curbs, drives and paving) shall be permitted, provided that the same is in accordance with a drainage plan approved by the Owner of the Lowe's Parcel and the Owner of Lot 14 and which does not cause water to settle or pool within another Owner's Parcel.

Section 2.5 Construction Easements:

(A) Each Owner hereby grants to the other Owners temporary construction related easements in the Common Area of its (Grantor's) Parcel, and where appropriate and necessary in the Permissible Building Area on its (Grantor's) Parcel, but only prior to the commencement of construction by Grantor of Improvements on its own (Grantor's) Parcel, for the purpose of facilitating the initial construction of the Grantee Improvements contemplated within these ECC&Rs.

(B) With respect to any Parcels on which fresh dirt is dumped, the area shall be sloped to meet any contiguous property within the Shopping Center or any public roads, and shall be smoothed in a level manner consistent with the contours of the adjoining property or in accordance with a grading plan approved by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

(C) The location and use of all temporary construction easements under this Section 2.5 shall be subject to the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

(D) Each Grantee agrees to pay the Grantor any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by Grantor which may arise on account of or due to Grantee's exercise of its temporary construction easement rights under this Section 2.5. Each Grantee further agrees to use due care in the

exercise of the rights granted under this Section 2.5 and, in the event the exercise of the rights granted under this Section 2.5 requires Grantee to enter upon the Parcel of Grantor, to first obtain the consent of Grantor as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage to Grantor.

(E) Each Owner covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of any other Owner, and shall not interfere with or interrupt the business operations conducted by any other Owner in the Shopping Center. Furthermore, once the final topcoat of asphalt or concrete paving has been placed on the Lowe's Parcel, the Sandia Parcel or any Common Area access, egress and service drives to the Lowe's Parcel or the Sandia Parcel, no construction traffic shall use any portion of the Lowe's Parcel, the Sandia Parcel or the Main Access Drive (as shown on the Site Plan) provided that the Owner of the Lowe's Parcel may utilize the portion of the Main Access Drive located on its Parcel and the Owner of the Sandia Parcel may utilize the portion of the Main Access Drive located on its Parcel. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the temporary construction easements granted under this Section 2.5 and shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's exercise of said temporary construction easements, except to the extent occasioned by Grantor's grossly negligent or wrongful acts or omissions.

(F) Grantee's Improvements made within such temporary construction easements shall, for purposes of cost allocation due to maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under these ECC&Rs, be deemed to be part of the Grantee's Parcel and Building and shall be deemed not to be part of the Grantor's Parcel or Building for such purposes.

(G) Except as reasonably necessary for and during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Section 2.6 Sign Easement:

The Owners of the Parcels on which a Center Sign is located (as shown in the Sign Criteria) hereby grant to the other Owners entitled under Section 4.3 of these ECC&Rs to display a sign panel on the Center Sign(s), an easement for maintenance, repair and replacement of such sign panel.

Section 2.7 Cure Right Easements:

Each Owner hereby grants to the Consenting Owners an easement and license to enter upon its Parcel for the purpose of exercising the cure rights provided under Article V of these ECC&Rs. Each Grantee of the easements granted under this Section 2.7 shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees and reasonable attorneys' fees on appeal) incurred in connection with or arising out of Grantee's use of said easements, except to the extent occasioned by the Grantor's negligent or wrongful act or omission to act. The duration of the easements granted under this Section shall be coterminous with the respective provisions of the ECC&RS which give the Grantee the right or the obligation to perform the work described in this Section 2.7.

ARTICLE III

USE RESTRICTIONS

Section 3.1 Permitted Uses:

Every Parcel shall be used only for financial institutions, service shops (including fitness centers, gyms, or health clubs subject to Section 3.3(A)(iv) and Section 3.6), Retail Offices, retail stores selling retail merchandise normally carried in other shopping centers and restaurants with less than thirty (30%) percent of gross revenues from alcoholic beverage sales (except as provided in Section 3.3(A)(i) below), all as subject to the further restrictions of this Article III. "Retail Offices" shall mean offices of the type customarily found in retail shopping centers for use primarily with customers or clients including, without limitation, insurance offices, real estate offices, banks and financial institutions, travel agents, chiropractors, physical therapists; dentists, and accounting and tax services, but shall not include educational or training facilities or medical offices (except as expressly provided in Section 3.3(A)(x) below). No Retail Office use shall exceed 5,000 square feet and the total of all Retail Office use in the portion of the Shopping Center east of the furthest west entrance to the Shopping Center from West Central Avenue (the

"West Entrance" as marked on the Site Plan) shall not exceed 10,000 square feet and the total of all Retail Office use in the Shopping Center shall not exceed 20,000 square feet (provided that 5,000 square feet of Retail Office use shall be allocated to the exclusive use of the Sandia Parcel (so that no more than 5,000 square feet of Retail Office use is permitted on the Developer Parcels east of the West Entrance after taking into account the 5,000 square feet allocated to the Sandia Parcel and no more than 15,000 square feet of Retail Office use is permitted within all of the Developer Parcels in the Shopping Center after taking into account the 5,000 square feet allocated to the Sandia Parcel) and provided further that the square footage for one (1) bank or financial institution shall be exempted from the limitations set forth above (so that its square footage would not be included in the totals for the Retail Office use east of the West Entrance or for the Shopping Center as a whole)).

Section 3.2 Nuisances:

No Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations. Nothing shall be done on any Parcel which is a public nuisance to the community.

Section 3.3 Use Restrictions:

(A) During the term of these ECC&Rs no portion of the Shopping Center may be used for any of the following purposes without the prior written consent of the Consenting Owners which consent may be withheld in the sole discretion of a Consenting Owner:

(i) A liquor store, or a tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than thirty (30%) percent of the restaurant's gross revenues provided that this provision will not prohibit a National or Regional Chain restaurant concept (such as a Chili's, or TGIFriday's) so long as the food sales for such National or Regional Chain restaurants are at least sixty (60%) percent of the restaurant's gross revenues. Notwithstanding the foregoing, there may be one (1) upscale specialty wine store located west of the most western entrance from Central Avenue (the "West Entrance") provided that such store meets each of the following: (a) has sales of not more than fifteen percent (15%) of its total gross sales attributable to specialty beers and not more than five percent (5%) of its total gross sales

attributable to sale of alcoholic beverages other than wine and beer; (b) no exterior or window signs using neon or moving lights or advertising brands or prices shall be visible from the Common Areas; (c) must close on or before 11:00 p.m.; and (d) must be a first class operation such as BevMo (aka Beverages & More) or Total Wine & More as operated on the date of these ECC&Rs.

(ii) A bowling alley, billiards parlor, bingo parlor, arcade, game room or other amusement center (provided, however, that one (1) pool table and up to five (5) video or game machines shall be allowed as incidental to an otherwise permitted restaurant use and further provided that gaming equipment used in connection with an interactive fitness or exergame system such as XRKade utilized in an otherwise permitted fitness center or gymnasium use shall be permitted on the Sandia Parcel).

(iii) A theater (motion picture or live performance).

(iv) A health club, gymnasium or spa except that: (A) a health club, gymnasium, fitness center or health and wellness center (which may offer spa treatment) may be operated on Parcel 7 provided that: (1) the main customer entrances to the building face east for any portion the Building that extends to the south half of Parcel 7; and (2) that Parcel 7 provide at least ninety-five percent (95%) of the parking spaces shown on the Site Plan for Parcel 7 and (B) a day spa not to exceed five thousand (5,000) square feet of floor area may be located any where more than three hundred (300) feet from the Lowe's Parcel.

(v) A service station, automotive repair shop or truck stop; provided that the following shall be permitted:

(a) One (1) gas station without service bays or repair services operated in conjunction with a convenience store may be permitted on one (1) Parcel within the Shopping Center which Parcel shall be limited to Parcels 1, 2, or 11 provided that: (a) it is operated as part of a National or Regional Chain; (b) that any underground storage tank is removed if the station has not been operated for a period greater than one (1) year; (c) that it complies with all local, state and federal storage and disposal regulations, rules, laws and ordinances regarding petroleum products, chemicals and wastewater and relating to the construction, installation and operation of such facility; (d) that it have in place and functioning at all times adequate facilities and programs for monitoring and preventing the release of petroleum products and/or chemicals including a

functioning oil/water separator system (or other type scrubber) to pre-treat any and all sewer discharge reasonably acceptable to the Owner of the Lowe's Parcel to prevent the flow of petroleum products, chemicals, or untreated wastewater into the sanitary sewer or storm water drainage systems of the Shopping Center and provide to the Owner of the Lowe's Parcel documentation evidencing a thorough and comprehensive plan to service the aforementioned pre-treatment system; (e) the operator of the gas station and Owner of the Parcel on which the gas station is located indemnify the other Owners for any liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising out of the operation of such gas station (except to the extent caused by the negligence or intentional misconduct of the indemnitee); and (f) with respect to Parcel 11, that for each pump there shall be stacking sufficient for three (3) cars within Parcel 11 such that cars do not stack into the No Change Area.

(b) One (1) tire store (such as an NTB, Discount Tire, or Goodyear) on one (1) Parcel within the Shopping Center which Parcel shall be limited to Parcels 1, 2, 10 or the west three hundred (300) feet of Parcel 14 provided that: (1) the business is operated as part of a National or Regional Chain; (2) that there is no outdoor storage or display of equipment, goods or materials and that no vehicles are parked outside overnight; (3) that service bays are oriented so that they do not face the main customer doors for the Building on the Lowe's Parcel and no part of the Lowe's Parcel or the Sandia Parcel is used in the operation of such business; and (4) that the operation complies with all local, state and federal storage and disposal regulations, rules, laws and ordinances.

(vi) A flea market, open air market, tent sale or pawn shop.

(vii) A training or educational facility (including, without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers; provided that such restriction shall not prohibit the incidental use of an otherwise permitted business for training or classes, such as "how to" classes taught in conjunction with the sale of retail items from an otherwise permitted retail use).

(viii) A child day care facility except on Parcel 1 which is fully fenced and with such safeguards as will insure that children attending the facility are not permitted to walk in the drive aisles, access drives or parking areas in the Shopping Center and further provided that there

shall be no overnight parking of vehicles at the facility and further provided that this provision shall not prohibit any child activity or monitoring service provided as an incidental service to customers or clients of an otherwise permitted business (such as a child supervision provided to clients of the fitness center).

(ix) A car wash, except that a full service car wash shall be permitted on an Outparcel where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Lowe's Parcel.

(x) A medical clinic or medical office (provided that this shall not restrict dental, chiropractic, optometrist or optician offices which shall be permitted Retail Offices; in addition, this restriction shall not prohibit an in-store clinic as part of a CVS or Walgreen's operation or prohibit a physical therapist office on the Sandia Parcel).

(xi) A storage or mini-warehouse facility.

(xii) An establishment for the sale of automobiles, trucks, mobile homes, boats or recreational motor vehicles.

(xiii) A dry cleaning plant, central laundry or laundromat except that this restriction shall not prohibit: (a) a drop off and pick up facility where dry cleaning and laundry is performed offsite; and/or (b) a drop-off and pickup facility where nominal cleaning services are provided on-site or a business that performs on-site cleaning services for only non-commercial customers who drop off their laundry at this location provided that: (1) the business is not greater than 3,000 square feet; and (2) the business does not use perchloroethylene or any other chemical or substance that is considered to be hazardous or toxic under any state, federal or local environmental laws and that uses sanitary sewer lines that are entirely separate from those utilized by the Lowe's Parcel and the Sandia Parcel.

(xiv) A hotel or motel.

(xv) Governmental offices.

(B) During the term of these ECC&Rs no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:

(i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or

activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts) provided, however, that such prohibition shall not exclude incidental sales of adult items by a regional or national chain general interest bookstore or regional or national chain general interest video rental store in the same manner as offered in the majority of such chain's stores and properly screened from children.

(ii) A massage parlor, provided, however, that this restriction shall not prohibit: (a) massages provided as an incidental service performed by licensed massage therapists in connection with the health club, gymnasium, fitness center and/or health and wellness center or day spa allowed under (A)(iv) above; or (b) a first class massage therapy facility operated as part of a National or Regional Chain, not to exceed three thousand (3,000) square feet of floor area and located west of the West Entrance.

(iii) A skating rink.

(iv) A mortuary, crematorium or funeral home.

(v) A mobile home or trailer court, labor camp, junkyard or stockyard.

(vi) A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.

(vii) A telephone call center.

(viii) A gambling establishment or betting parlor.

(ix) Veterinary hospital or animal raising or keeping facilities except as part of a national or regional chain pet or pet supply store.

(x) Assembling, manufacturing, industrial, distilling, refining or smelting facility.

Section 3.4 Exclusive Use Restriction for the Benefit of the Lowe's Parcel:

(A) No portion of the Shopping Center other than the Lowe's Parcel may be used for the following purposes:

(i) A hardware store or center containing more than 5,000 square feet of floor area.

(ii) An appliance, home electronics and/or lighting store or center containing more than 5,000 square feet of floor area (provided that this restriction shall not prohibit the

operation of an Office Depot, Staples, OfficeMax, Best Buy, Circuit City or Radio Shack, as such retail facilities are currently being operated and merchandised with appliances, home electronics and lighting in excess of 5,000 square feet of floor area and shall not prohibit the operation of a home theater specialty realtor with electronics in excess of 5,000 square feet of floor area).

(iii) A nursery and/or lawn and garden store or center containing more than 3,000 square feet of floor area (including any outdoor areas).

(iv) A paint store or center, wall paper store or center, tile store or center, flooring store or center, carpeting store or center, and/or home decor store or center containing more than 4,000 square feet of floor area.

(v) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, Sears Hardware, Great Indoors, Sutherlands, Scotty's and Orchard Supply.

(B) These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (A)(i) through (A)(v) when such space exceeds the limitations of subparagraphs (A)(i) through (A)(v).

(C) Notwithstanding anything to the contrary in Section 3.4, in the event a retail and/or warehouse home improvement center, lumber yard, building materials supply center, hardware store, lawn and garden store, appliance, home electronics and/or lighting store, and/or paint, wall paper, tile, flooring, carpeting and/or décor store or center is not operated in any portion of the Lowe's Parcel for a period in excess of three (3) consecutive years (excluding temporary closings due to alterations, casualty, condemnation, or other unavoidable delays beyond the reasonable control of the Owner of the Lowe's Parcel), the exclusives stated in Section 3.4 shall be of no further force and/or effect until such time as Lowe's or its successors, assigns or tenants shall re-open a store on any portion of the Lowe's Parcel for any one of the foregoing uses, which reopening shall not prohibit uses in violation of such exclusives if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect.

Signature Page for Developer (ECC&Rs):

ARMSTRONG CENTRAL UNSER BLVD., LLC,
a New Mexico limited liability company

By: GUSTINE INVESTMENTS, INC.
A Pennsylvania corporation
Its: Sole Member

By: Robert H. Gustine
Name: Robert H Gustine
Title: Secy

STATE OF Pennsylvania)
COUNTY OF Allegheny) ss.

ON THIS 15th day of September, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert H. Gustine, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Secretary of GUSTINE INVESTMENTS, INC., a Pennsylvania corporation, sole member of ARMSTRONG CENTRAL UNSER BLVD., LLC, a New Mexico limited liability company, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

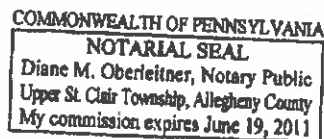
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public
Printed Name:

Diane M. Oberleitner
Diane M. Oberleitner

My Commission Expires:

June 19, 2011



Signature Page for Sandia (ECC&Rs):

SANDIA PLAZA PARTNERS, LLC,
a New Mexico limited liability company

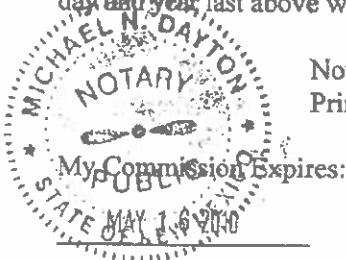
By: [Signature]
Name: TRACY J. WOLF
Title: MANAGING MEMBER

STATE OF - New Mexico)
COUNTY OF - Bernalillo) ss.

ON THIS 18th day of September, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Traci S. Wolf, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the managing member of Sandia Plaza Partners, a NM LLC, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public _____
Printed Name: Mike Dayton



CONSENT AND SUBORDINATION

First Community Bank, ("Lender"), is the mortgagee under that certain Mortgage, recorded against a portion of the Shopping Center on October 19, 2007 as Document# 2007147213 in the Official Records of Bernalillo County, New Mexico (the "Mortgage"). The Mortgage secures indebtedness in the original maximum aggregate principal amount of \$10,456,500.00 (the "Indebtedness"). Lender hereby expressly consents to the execution of the foregoing Easements, Covenants, Conditions and Restrictions ("ECC&Rs") by Sandia Plaza Partners, LLC, and the recordation of the ECC&Rs against the Shopping Center and hereby expressly and unconditionally subordinates the lien of the Mortgage and any other document securing the Indebtedness and all rights of Lender related thereto, to the ECC&Rs and unconditionally agrees that the ECC&Rs shall be prior in all respects to the Mortgage any other document securing the Indebtedness and any rights of Lender pursuant thereto.

First Community Bank

By: 

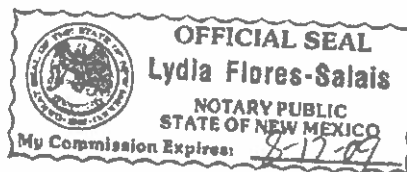
Name:

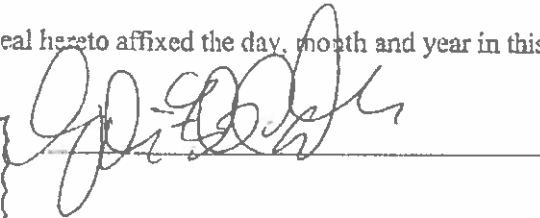
Title: *Regional President*

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

On this 17 day of Sept., 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me known to be the Regional President of First Community Bank, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the Purposes therein mentioned, and an oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day, month and year in this certificate first above written.





CONSENT AND SUBORDINATION

The Huntington National Bank, ("Lender"), is or will be the beneficiary under that certain Deed of Trust recorded against a portion of the Shopping Center concurrently herewith in the Official Records of Bernalillo County, New Mexico (the "Deed of Trust"). The Deed of Trust secures indebtedness from Lender (the "Indebtedness"). Lender hereby expressly consents to the execution of the foregoing Easements, Covenants, Conditions and Restrictions ("ECC&Rs") by Armstrong Central Unser Blvd., LLC, and the recordation of the ECC&Rs against the Shopping Center and hereby expressly and unconditionally subordinates the lien of the Deed of Trust and any other document securing the Indebtedness and all rights of Lender related thereto, to the ECC&Rs and unconditionally agrees that the ECC&Rs shall be prior in all respects to the Deed of Trust any other document securing the Indebtedness and any rights of Lender pursuant thereto.

The Huntington National Bank

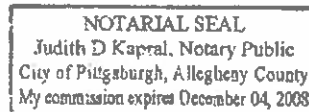
By: [Signature]
Name: John E. Clingan
Title: VP

STATE OF Pennsylvania)
) ss.
COUNTY OF Allegheny)

On this 11th day of September, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Clingan, to me known to be the Vice President of Huntington National Bank, the entity that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and an oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day, month and year in this certificate first above written.

[Signature]



Schedule I
Legal Description Lowe's Parcel

The property shown as Lot 12 on the Site Plan, which is a portion of the property that will be subdivided by plat recorded concurrently herewith:

Tracts 4-A-1, 5-B-1, 5-B-2, Lands of Wefco Partners, 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 January 19, 1987, in Plat Book C-32, page 146 and re-filed April 6, 1987 in Plat Book C-33, page 81.

Tracts 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-B and 6 of the amended Plat of the V.E. Barrett Subdivision of the City of Albuquerque, Bernalillo County, New Mexico, filed in the Office of the County Clerk of Bernalillo County, New Mexico on the 13th day of February 1967, in Plat Book C-6, folio.

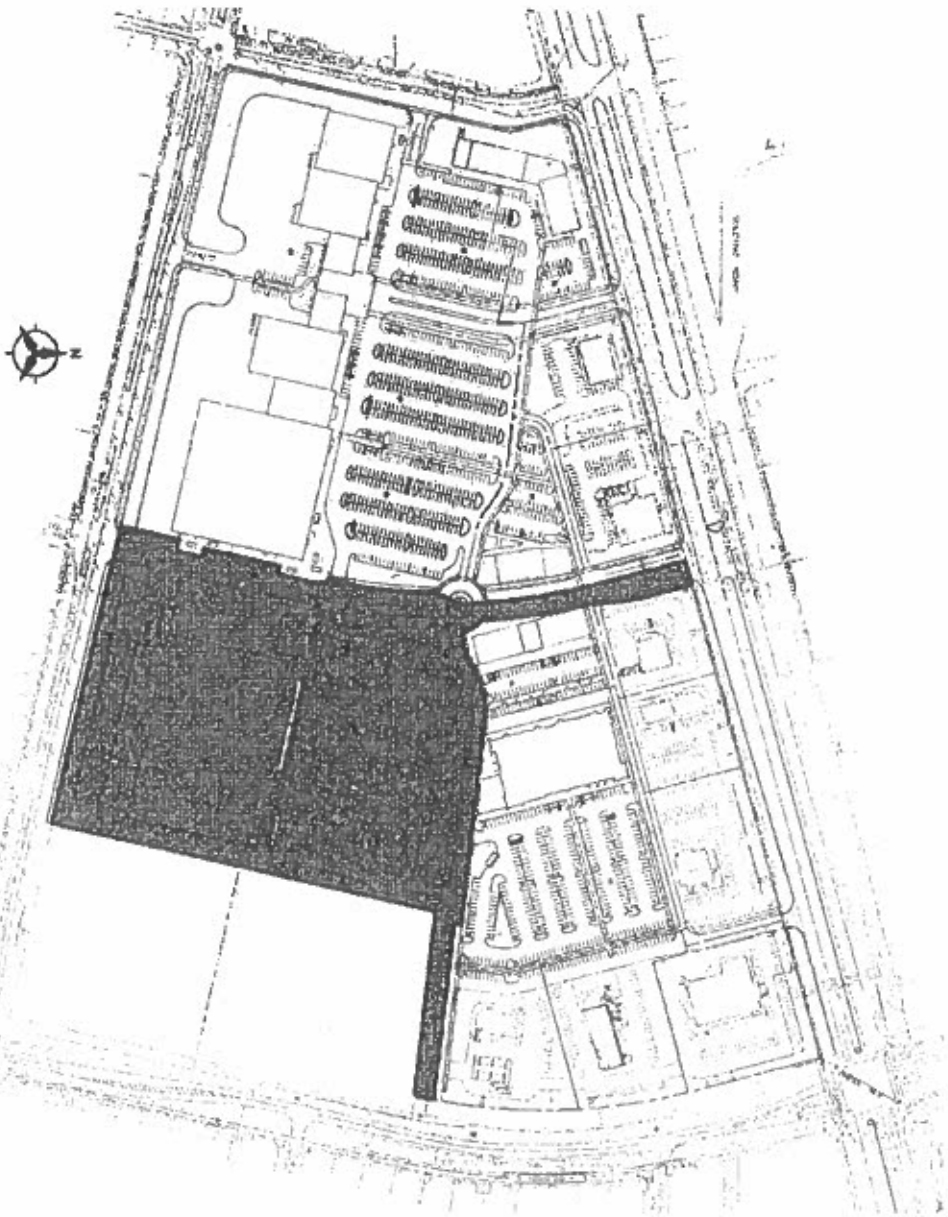
UPC Number:

1 010 057 028 063 30324
1 010 057 068 090 30312
1 010 057 056 119 30314
1 010 057 105 130 30303
1 010 057 112 096 30308

**ECC & R's
Schedule 1
Lowe's Parcel**



LEGAL DESCRIPTION
TRACT 12 OF GREEN CROSSING



Robinson & Heston
Surveyors & Engineers
10000 Highway 100, Suite 100
Houston, Texas 77036
Tel: (281) 419-0000
Fax: (281) 419-0001
www.robh.com

Schedule II
Legal Description Developer Parcels

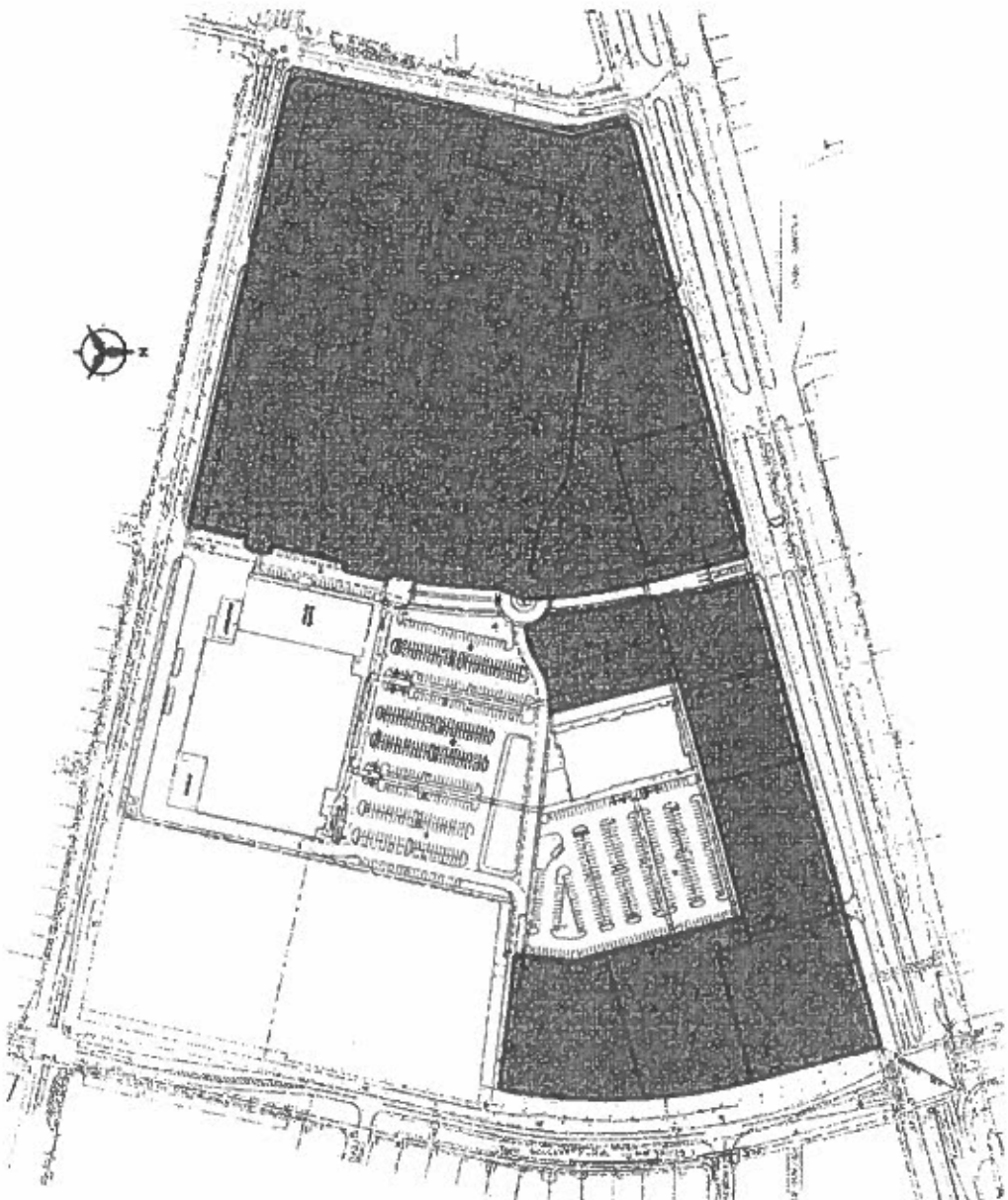
The property shown as Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 13 and 14 on the Site Plan, which is a portion of the property that will be subdivided by plat recorded concurrently herewith:

Tracts 4-A-1, 5-B-1, 5-B-2, Lands of Wefco Partners, 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 January 19, 1987, in Plat Book C-32, page 146 and re-filed April 6, 1987 in Plat Book C-33, page 81.

Tracts 1-A, 1-B, 2-A, 3-A, 3-B, 4-B and 6 of the amended Plat of the V.E. Barrett Subdivision of the City of Albuquerque, Bernalillo County, New Mexico, filed in the Office of the County Clerk of Bernalillo County, New Mexico on the 13th day of February 1967, in Plat Book C-6, folio.

UPC Number:

1 010 057 028 063 30324
1 010 057 068 090 30312
1 010 057 056 119 30314
1 010 057 105 130 30303
1 010 057 112 096 30308



**ECC & R's
Schedule II
Developer Parcel**



DEVELOPER PARCELS

**LEGAL DESCRIPTION
TRACTS 1, 2, 3, 4, 5, 6, 7, 8,
9,
AND 14 OF UNDER CROSSING**

Behrman & Assocs.
ARCHITECTS & PLANNERS
1000 15th Street, N.W.
Washington, D.C. 20004
202-462-1000

Schedule III
Legal Description of Sandia Parcel

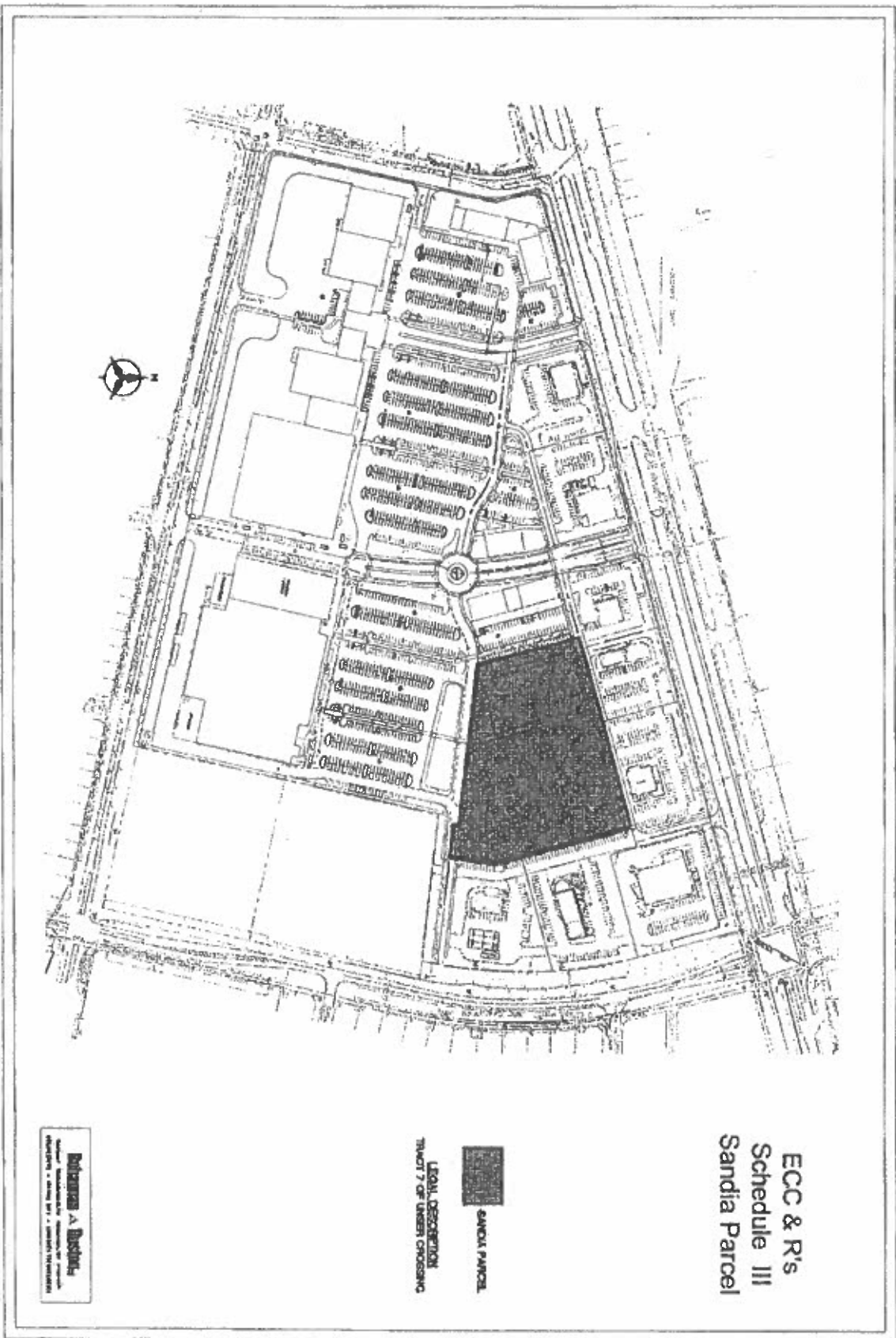
The property shown as Lot 7 on the Site Plan, which is a portion of the property that will be subdivided by plat recorded concurrently herewith:

Tracts 4-A-1, 5-B-1, 5-B-2, Lands of Wefco Partners, 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 January 19, 1987, in Plat Book C-32, page 146 and re-filed April 6, 1987 in Plat Book C-33, page 81.

Tracts 1-A, 1-B, 2-A, 3-A, 3-B, 4-B and 6 of the amended Plat of the V.E. Barrett Subdivision of the City of Albuquerque, Bernalillo County, New Mexico, filed in the Office of the County Clerk of Bernalillo County, New Mexico on the 13th day of February 1967, in Plat Book C-6, folio.

UPC Number:

1 010 057 028 063 30324
1 010 057 068 090 30312
1 010 057 056 119 30314
1 010 057 105 130 30303
1 010 057 112 096 30308



ECC & R's
Schedule III
Sandia Parcel



SANDIA PARCEL

LEGAL DESCRIPTION
TRACT 7 OF URBAN CROSSING

McGraw-Hill Construction
ANALYSIS & DESIGN
ARCHITECTURE & ENGINEERING

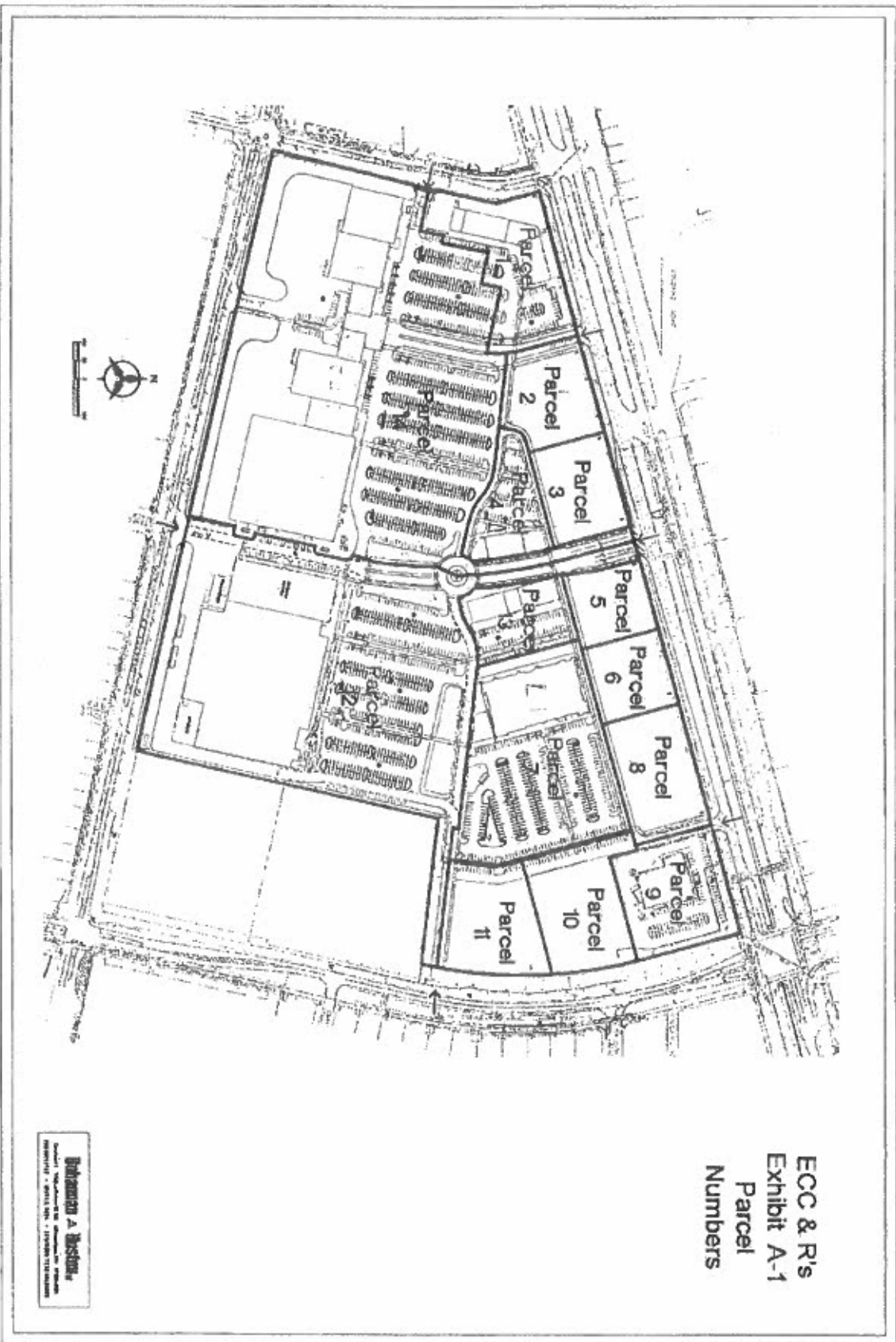
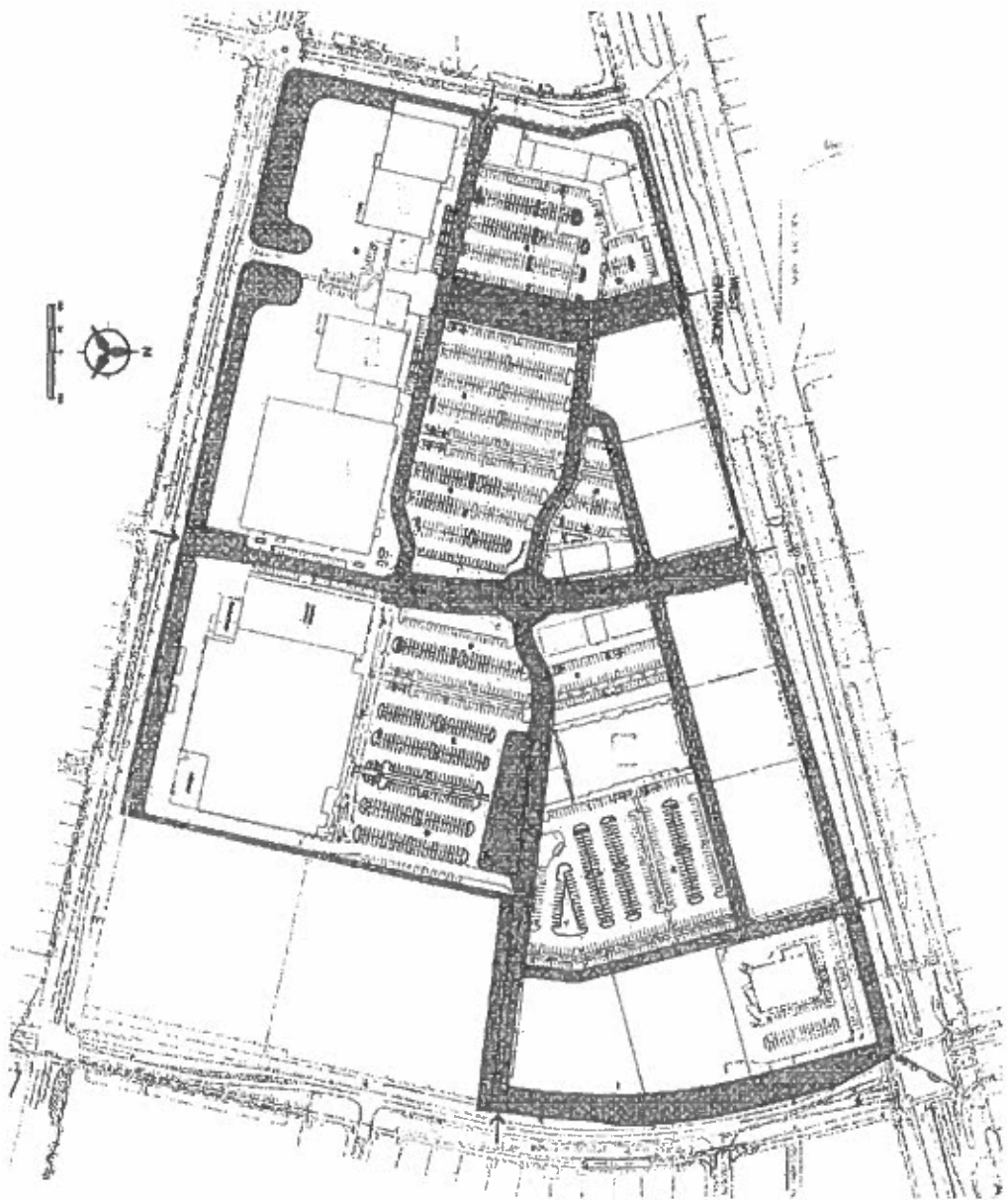


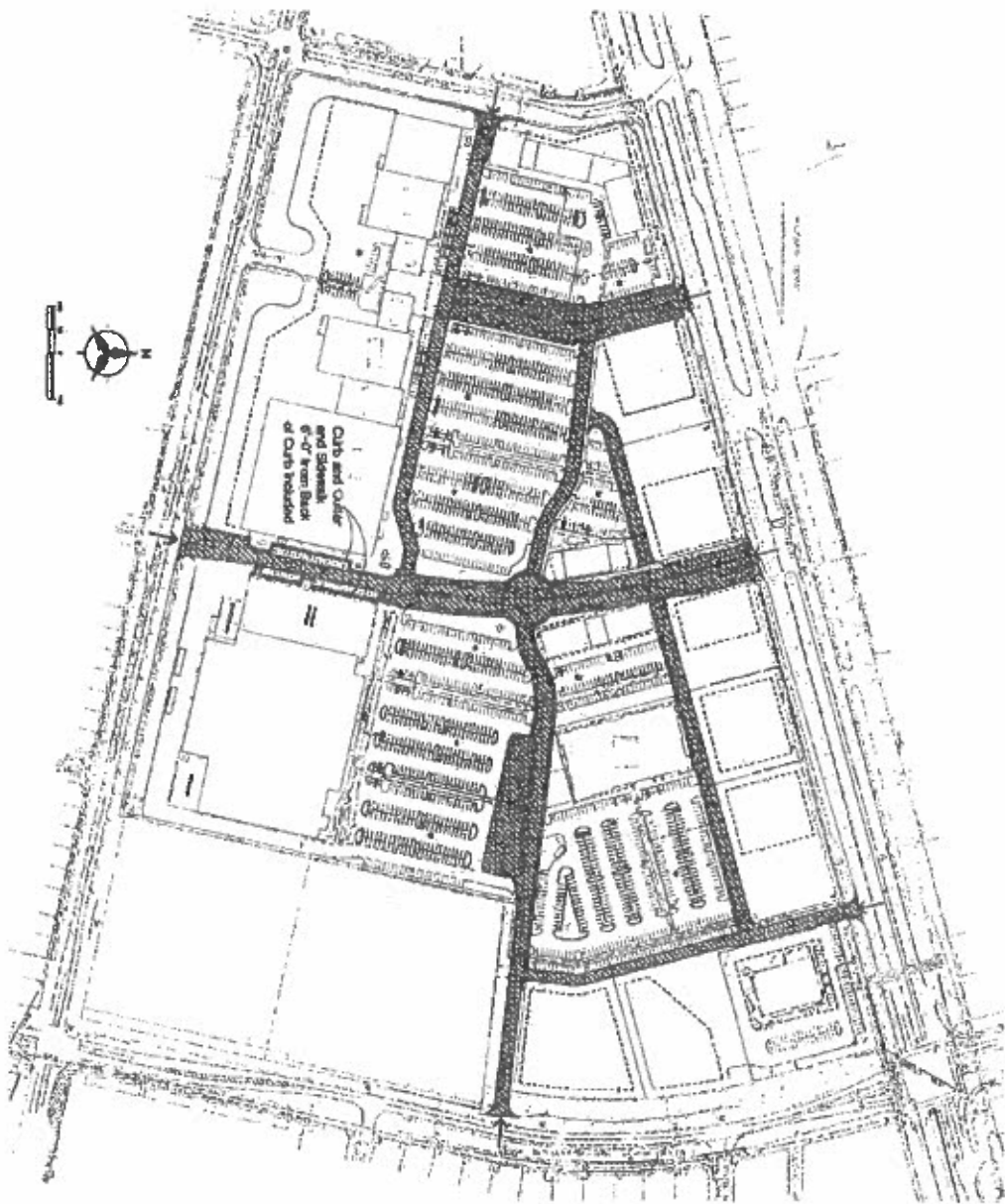
Exhibit A
Site Plan



SHARED COSTS INCLUDING
 - ACCESS DRIVE ASSES
 - PERMITAL, LANDSCAPING
 - DETENTION POND
 - FIELD UTILITIES
 - OFF SITE ROADS/PAV
 - ASPHALTMENT
 - COMMON PRIVATE STORM SEWER

ECC & R's
Exhibit A-2
Shared Costs
Exhibit

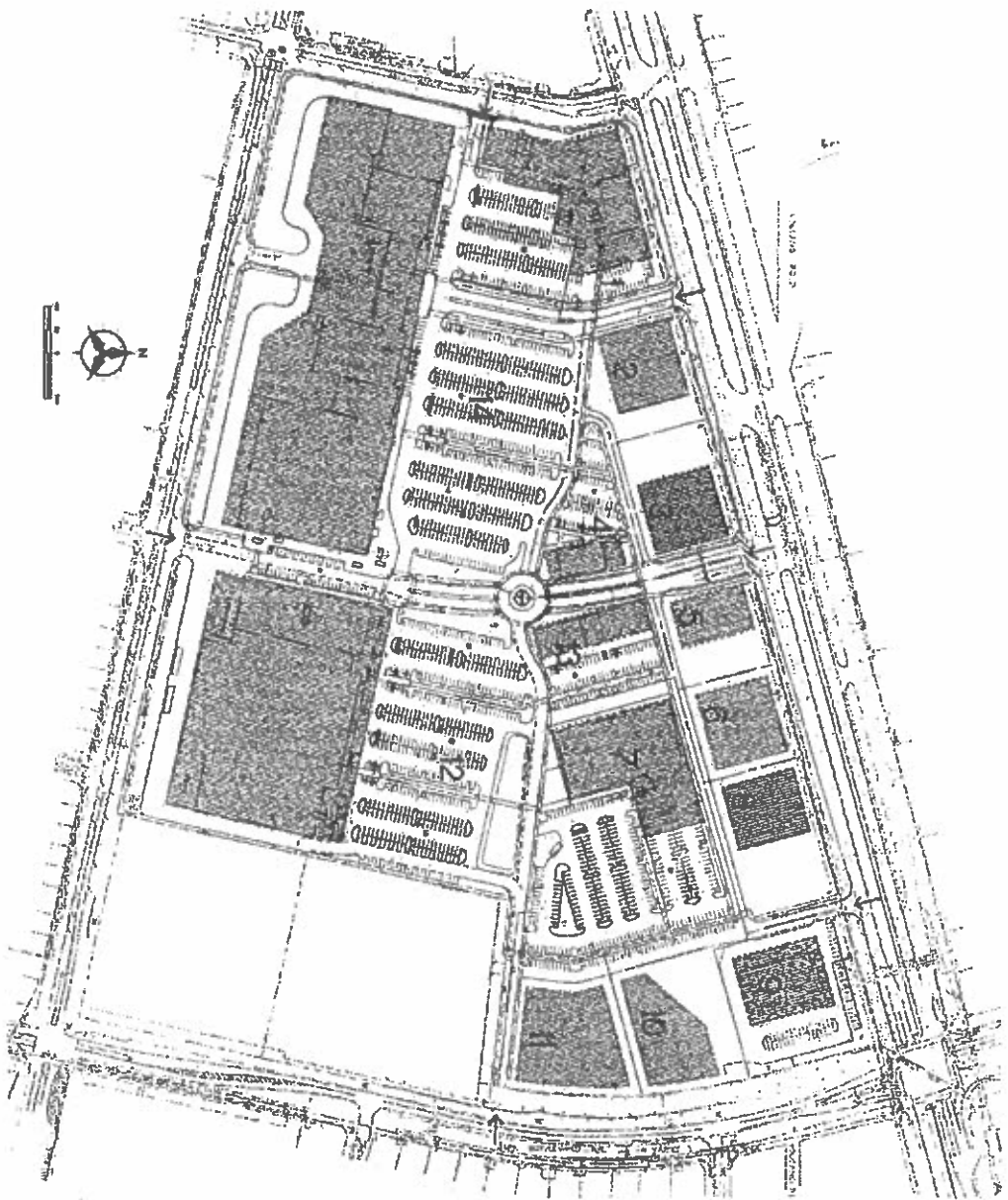
Johnson & Johnson
 Johnson & Johnson, Inc.
 Johnson & Johnson, Inc.
 Johnson & Johnson, Inc.



ECC & R's
Exhibit A-3
No Change
Area Exhibit

NO CHANGE AREA / CORNER
AREA DRIVEWAY / INTERVAL
ACCESS DRIVE

Danman & Heston
Surveyors & Engineers
10000 1st Avenue, Suite 100
Boulder, CO 80501
303.440.1234



ECC & R's Exhibit A-4 Permissible Building Area



PERMISSIBLE BUILDING AREAS

PARCEL #	SF	MAXIMUM BUILDING AREA
1	88,500 SF	88,500 SF
2	27,200 SF	12,000 SF
3	24,600 SF	12,000 SF
4	10,000 SF	10,000 SF
5	16,500 SF	8,500 SF
6	57,500 SF	58,000 SF
7	22,500 SF	12,000 SF
8	28,000 SF	20,000 SF
9	30,000 SF	8,000 SF
10	42,000 SF	8,500 SF
11	94,500 SF	7,900 SF
12	7,900 SF	240,000 SF
13	267,900 SF	
14		

Botanica & Boston
 1000 Beacon Street, Boston, MA 02116
 Tel: 617.552.1111 Fax: 617.552.1112

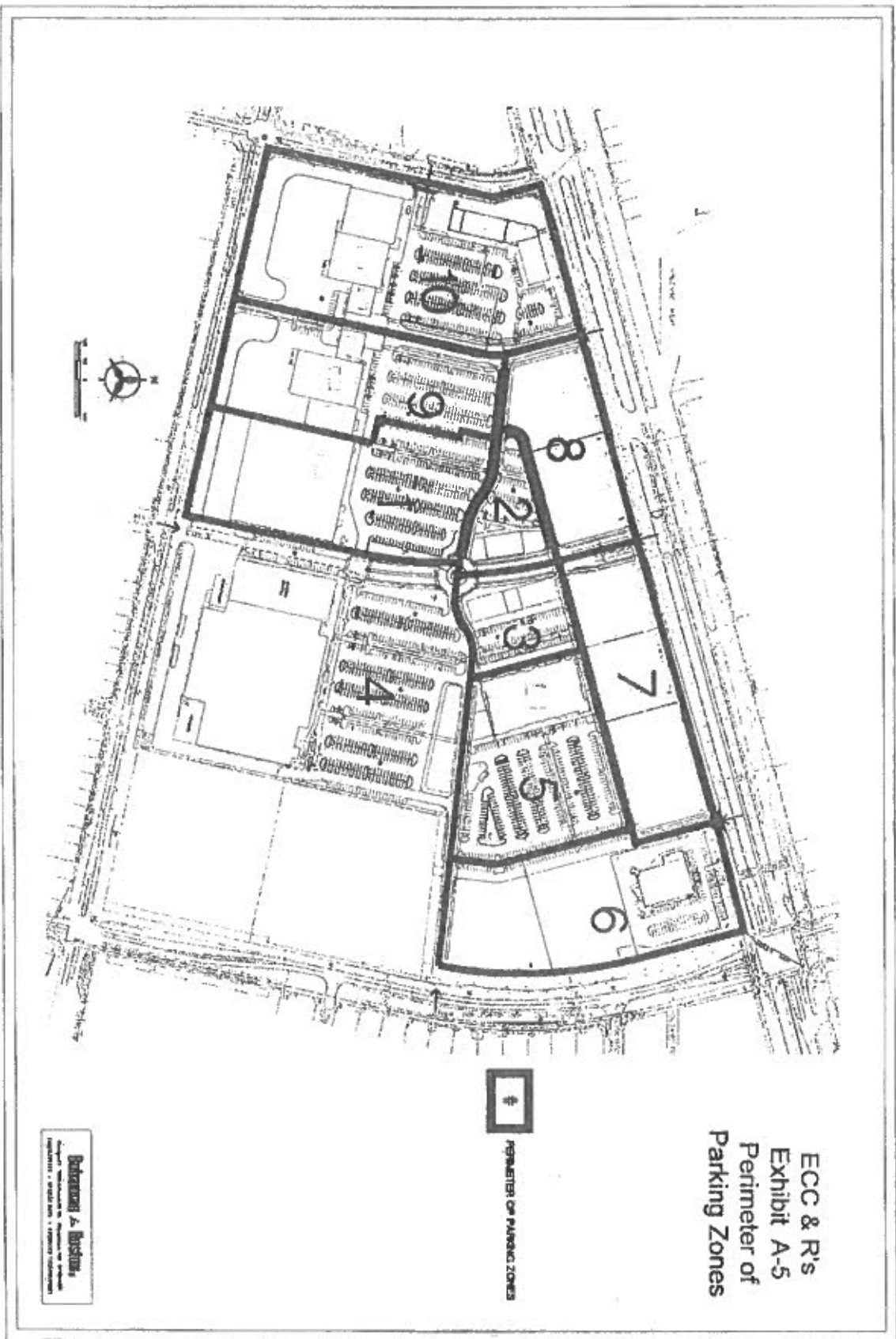


Exhibit B
Sign Criteria

Comprehensive Sign Program

Armstrong Development, Inc.
999 18th St. #2700
Denver, CO 80202

Unser Crossing
SWC of Unser & Central
Albuquerque, NM

Revision Date:
March 27, 2008
May 29, 2008
June 24, 2008
June 30, 2008
July 2, 2008
August 7, 2008
August 27, 2008
September 9, 2008

Prepared by:



■ ADDRESS: 4620 NE WHITTON PKW, AZ, 85018
■ PHONE: (602)-272-6356
■ FAX: (602)-272-4608
■ www.bootzandduke.com

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**UNSER CROSSING
COMPREHENSIVE SIGN PACKAGE
Sign specifications and Requirements**

The purpose of this Comprehensive Sign Package is to create a graphic environment that is individual and distinctive in identity for the merchant and also compatible with other signs within the Property. The total concept should give an impression of quality and professionalism, as well as, instill a good business image.

The following specifications shall be used for the design of all signs within Unser Crossing; however, in all cases, final written approval by Armstrong Development and/or it's assignee is required prior to manufacturing and installation of all signs.

For purposes of this Master Sign Plan, any reference herein to "Tenant" shall also include all tenants, subtenants, licensees and other occupants of Owner's Parcel.

PROCEDURE: All sign drawing proposals will be submitted in three (3) copies to Armstrong Development and/or it's assignee for written approval, prior to application for sign permit from the City of Albuquerque.

NOTICE:

WRITTEN APPROVAL AND CONFORMANCE WITH THE REQUIREMENTS SET FORTH HEREIN DOES NOT IMPLY CONFORMANCE WITH APPLICABLE LAWS, CODES, RULES, AND REGULATIONS PROMULGATED BY THE CITY OF ALBUQUERQUE OR ANY OTHER APPLICABLE GOVERNMENTAL AGENCY OR BODY (COLLECTIVELY, THE "LAWS"). ALL SIGNS LOCATED WITHIN THE PROPERTY SHALL BE APPROVED IN WRITING BY DECLARANT, SHALL COMPLY WITH THE APPLICABLE LAWS AND RECEIPT BY OWNER OF A SIGN PERMIT MUST BE RECEIVED PRIOR TO MANUFACTURING AND INSTALLATION OF ANY SIGNAGE.

A. GENERAL PROVISIONS

1. All signs and sign programs must conform to the requirements of this Comprehensive Sign Package, the City of Albuquerque, and all applicable Laws. Applications and submittals for sign permits shall be per the City of Albuquerque procedure and requirements.
2. Signs shall identify the person or company operating the use conducted on the Parcel.

B. GENERAL REQUIREMENTS

1. No signs, advertisements, notices, or other lettering shall be displayed, exhibited, inscribed, painted or affixed in any manner to any part of the building exterior except as approved in writing by Armstrong Development and/or it's assignee.

CRITERIA

2. Each electrical sign, and the installation thereof, shall comply with all applicable Laws. Double back connections must be utilized for all electrical connections through the building structure.
3. Tenant shall obtain all necessary permits for signs and the construction and installation of signs.
4. No labels shall be placed on the exposed surfaces of signs except those required by applicable Laws. Required labels shall be applied in inconspicuous locations.
5. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight manner.
6. The use of a crest, shield, logo, or other established corporate insignia or modifier which has been displayed or associated with Tenant's firm name shall be permitted subject to Armstrong Development and/or its assignee written approval
7. Any sign that does not conform with the requirements of this Master Sign Plan or was not approved by the Armstrong Development and/or its assignee as required hereby shall be immediately removed or brought into conformance at the Tenant's expense.

C. SPECIFIC REQUIREMENTS FOR BUILDING SIGNS

1. Anchors, Majors, Minors, Pads & Shop Tenants

A. Building-Mounted Signs

Building mounted signs shall meet the requirements of the West Route 66 Sector Development Plan, City of Albuquerque Comprehensive City Zoning Code section C-2, and Large Retail Facility.

A building mounted sign on premises or joint premises where there is a freestanding or projecting on or off-premises sign shall not exceed the percentage of facade area listed below:

1. 10% of each facade area to contain signage.

Building-mounted signs that face residential zones shall not be illuminated. Building-mounted signs shall consist of individual letters. Illuminated plastic panel signs are prohibited.

B. Size Guidelines

1. Return Depth for Anchor, Majors, minors, Juniors & Pad tenants may be between 5" and 8". Anchor shall be defined as any user with greater than 50,000 sq ft of leased space.
2. All signs for Shop & Inline suites shall be pan-channel letters with 5" deep returns.
3. Return and trimcap color to be duranotic bronze unless tenant is a national tenant with a standard sign program in which case they may use corporate specifications.
4. Face color may be any standard color. Vinyl overlays will be allowed to encourage creativity in sign design.
5. Trimcap to be 1".
6. Faces to be 3/16 SG grade acrylic.
7. Neon or LED may be used for illumination, neon should be 15mm and spaced at 4" centers, LED's should also be placed at 4" centers.

D. SPECIFIC REQUIREMENTS FOR MONUMENT SIGNS

1. There are 6 monument signs permitted for the entire subdivision site. Two monument signs along Central Avenue at a maximum 26 feet tall and a maximum sign face area of 150 square feet with no more than 8 tenants listed. Two monument signs along Central Avenue up to 18 feet tall with a maximum sign face area of 100 square feet of sign face area, and no than 6 tenants listed. One monument sign along Unser Boulevard up to a maximum height of 20 feet and a maximum sign face area of 150 square feet and no more than 8 tenants listed. One monument sign on 86th Street up to a maximum height of 18 feet with a maximum sign face area of 100 square feet, no more than 6 tenants listed. No additional monument signs will be permitted for Tracts 1-11. There shall be no more than 2 art icon will be allowed up to a maximum height of 40feet. No tenant signs shall be allowed on the icon signs.
2. Maximum sign face area for free-standing signs is 150 square feet
3. No More than three Directory signs, with a maximum size of 24 square feet, are allowed and do not count as a monument sign
4. Each freestanding sign shall display a numeric street address with a size that is easily readable to drivers on adjacent streets. This numeric street address shall not be calculated as part of the allowed sign face area.

E. LIGHTING

1. All electrical will be U.L. or equivalent approved.
2. Primary copy (store name) required to be lighted. Illumination of secondary copy such as crests, shields, logos, established corporate insignias, or any other modifiers is subject to Armstrong Development and/or it's assignee written approval.
3. Electrical power shall be brought to required location at Tenant's expense. The routing and location of other required items shall not be visible on the front of fascia.
4. Penetration of structure and graphics beams shall not be allowed.
5. Transformers shall be concealed behind fascia and mounted in metal boxes.
6. Up-lighting of any kind is prohibited.

F. DETAIL DRAWING

1. Elevation of building fascia and sign shall be drawn using a minimum ¼" to 1" scale.
2. Drawing shall indicate the following specifications:
 - a. Type, thickness, and color of Plexiglas type of material used for backs, returns, and trim caps, including color
 - b. Finish used on returns
 - c. Type of illumination and mounting method
3. Drawing must include fascia cross section showing electrical connections.

G. WINDOW SIGNS

Window sign shall not exceed two (2) square feet and limited to store name, hours, and phone numbers. Any other variations must be approved by Armstrong Development and/or its assignee in writing.

Window signs to be created in a professional manner, and approved by Armstrong Development and/or its assignee.

H. TRAILER SIGNS OR TEMPORARY SIGNS WILL NOT BE PERMITTED. TEMPORARY BANNER SIGNS FOR SPECIAL EVENTS MAY BE ALLOWED WITH AN ADMINISTRATIVE AMENDMENT.

I. ADDRESS SIGNS

Each store is required to display a street address and suite number above storefront door and service door of four (4) inch white exterior vinyl. These are to be provided by Landlord to maintain uniformity.

J. THE FOLLOWING ARE NOT PERMITTED

Roof signs.

Cloth signs or streamers hanging in front of business.

Exposed seam tubing.

Animated or moving components.

Intermittent or flashing illumination.

Iridescent painted signs.

Letter mounted or painted-on illuminated panels.

Signs or letters painted directly on any surface.

Off premise Signs

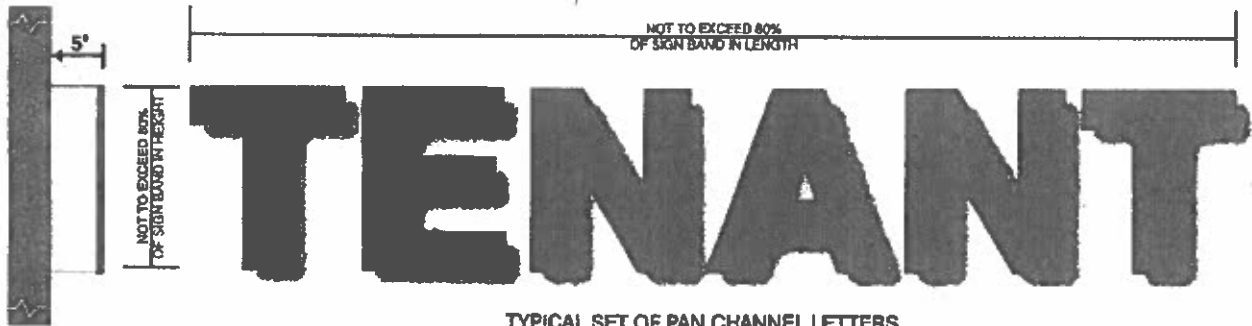
If you have any questions please call:

Charlie Gibson
Bootz and Duke Sign Company
4028 W. Whitton Ave
Phoenix, AZ 85019

Phone: 602-272-9356
Fax: 602-272-4608

Charlie@bootzandduke.com

SIGN EXAMPLE



SIDE VIEW

TYPICAL SET OF PAN CHANNEL LETTERS.

FABRICATE & INSTALL

TYPICAL SET OF ILLUMINATED PAN CHANNEL LETTERS.

CONSTRUCTION

.063" ALUMINUM BACKS.

.040" ALUMINUM RETURNS, 5" DEEP, COLOR TO BE DETERMINED BY TENANT.

1" TRIM CAP, COLOR TO BE DETERMINED BY TENANT.

VINYL

COLOR TO BE DETERMINED BY TENANT, AS NEEDED.

FACE

3/16" SG ACRYLIC

COLOR TO BE DETERMINED BY TENANT.

ILLUMINATION

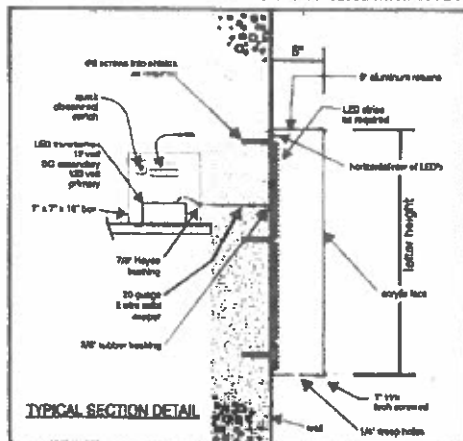
SINGLE TUBE, DOUBLE TUBE AND OR GRID - 4" MAX STROKE BETWEEN TUBES.

DOUBLE BACKS W/ELECTRO-BIT RUBBER BOOTS.

30MA REMOTE TRANSFORMERS.

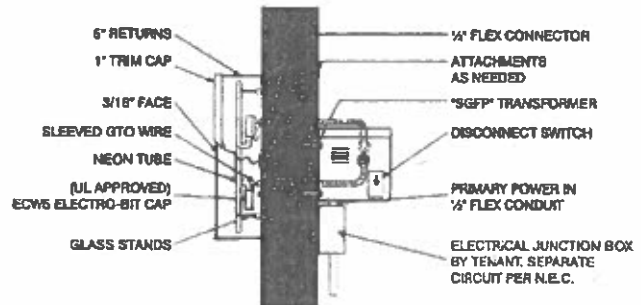
Or LED's with REMOTE POWER PACKS.

PAN CHANNEL LETTERS W/ LED ILLUMINATION

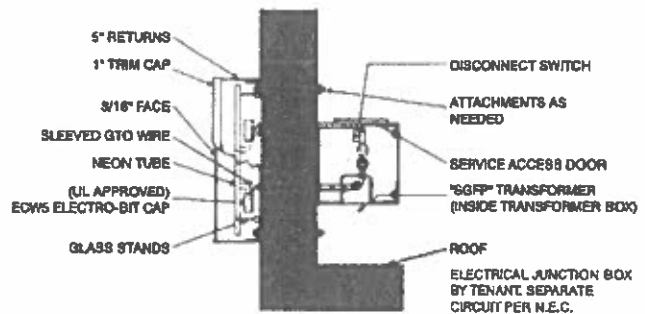


TYPICAL SECTION DETAIL

PAN CHANNEL LETTERS WITH TRANSFORMER BEHIND WALL



PAN CHANNEL LETTERS ON REMOTE RACEWAY (ABOVE ROOF)





Pen Channel Ladders:
3/16" Clear Luan Backs
3" deep, 340 Aluminum CLC returns
to match base.
1" T1n cap to match face color
Faces to be 3/16" White SG Acrylic
with 3M 147 Trans Burgundy
vinyl applied
Reinforced with 12mm 40500
White Acbr.
Base mount 1" from sign face
allow for hole-drilling














































Business Specifications
All Sigas Fabricated as per
2005 I.B.C.

Chemical Specifications
All Sigas Fabricated as per
2005 N.E.C. Specifications

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NOTE: ALL SIGNS MANUFACTURED BY BOOTH & DUKE SIGNS ARE 120 VOLT. ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING.



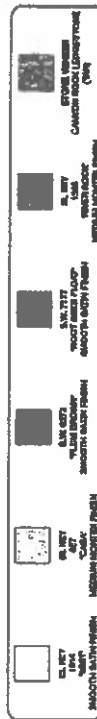
<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 177 ROOF RESTORER WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div>  </div> <div> SA 007 WILLIAMS WILLIAMS INDUSTRIES </div>	<div> </div>
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28" Aluminum painted with a smooth satin finish for
add-on numbers

Scale: $1/4" = 1'$

**1 Signs Fabricated as per
US N.E.C. Specifications**



**NOTE: ALL SIGNS MANUFACTURED BY BOOTS & DUKE SIGNS ARE 120 VOLT
ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING**

NAME: A1112-08 D1

1

(602) 172-4601

1

II Member II

7/14/13

3

1

1

)

1



100

Only

ARE 120 W

LINE SAGS

10072 & 21001

BY APPOINTMENT

MANUFACT

770 5045 5455

NOTE:

-

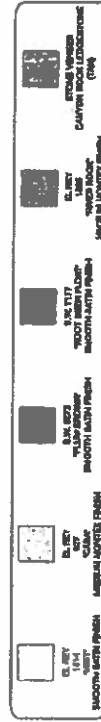
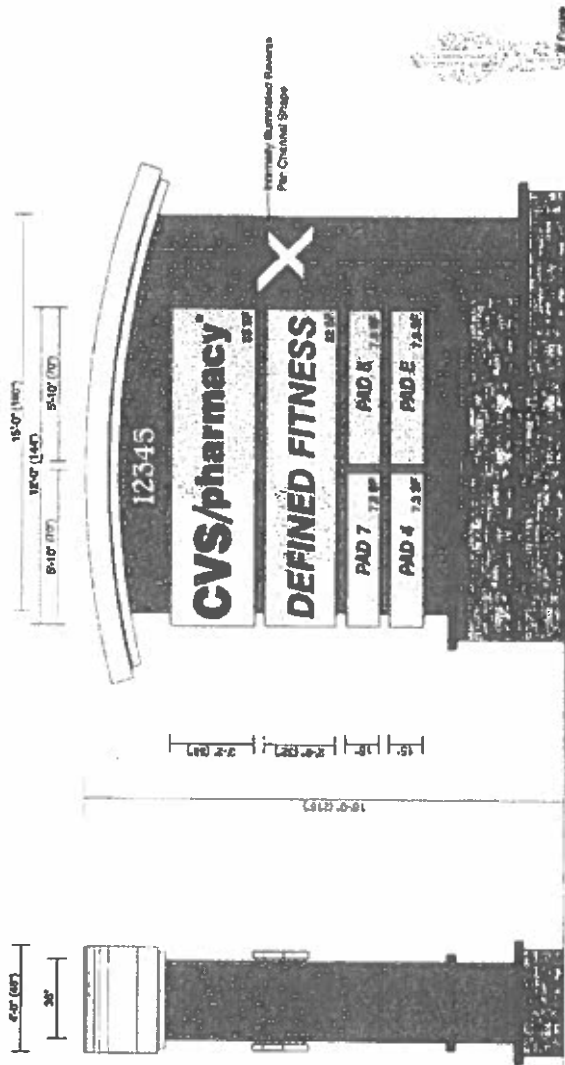
One(1) 18" Tall Central Ave Signs @ 100 sq ft w/ 6 panels
Scale: 1/4"=1'

Engineering Solutions
All Signs Fabricated as per
2006 I.B.C.

Electrical Specifications
All Signs Fabricated as per
2005 N.E.C. Specifications

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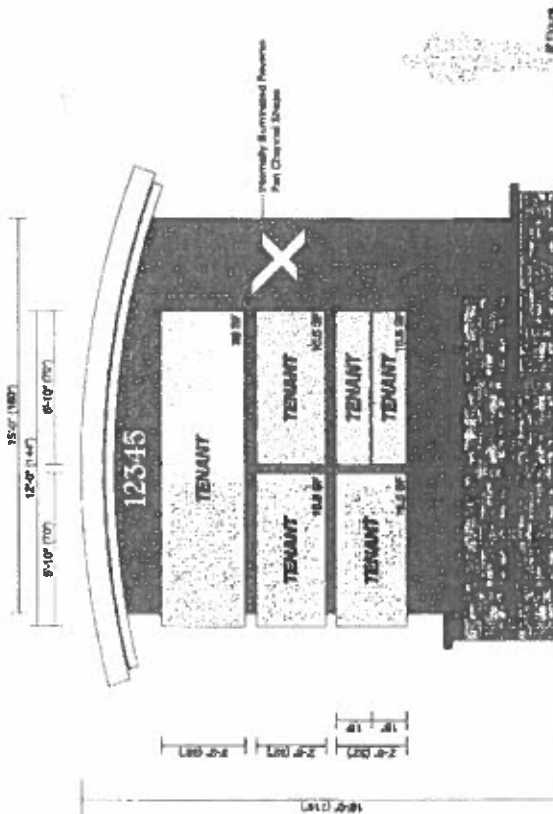
Signo

12/1/2011	4028 W. Walnut Ave. - Phoenix, AZ - 85019	602.772.8556	www.bonnydelia.com	602.772.8556	March 17, 2018	11
12/1/2011	4028 W. Walnut Ave. - Phoenix, AZ - 85019	602.772.8556	www.bonnydelia.com	602.772.8556	March 17, 2018	11

Environ. 2004 2004
All Signs Fabricated as per
2006 I.B.C.

THIS CUSTOM DESIGN IS THE EXCLUSIVE PROPERTY OF BOOTH & DUKE SIGN CO. OF PROCTOR, KENTON. IT MAY NOT BE REPRODUCED, COPIED OR EXEMIFIED IN ANY MANNER.

NOTE: ALL SIGNS MANUFACTURED BY BOOTH & DUKE SIGNS ARE 120 VOLT. ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING.



																																																																																																																							
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BOOTZ & DUKE
Signs

User: Cevling	
Address: Altopaz, MD	
E-mail: cevling@att.net	
Phone: (410) 777-9356	
Fax: (410) 777-9687	
Site: Pcs	15

-

The floor plan shows a building layout with the following dimensions and labels:

- Top Section Dimensions:**
 - Overall width: 15'-0" (180")
 - Section 1: 12'-0" (144")
 - Section 2: 3'-0" (36")
 - Section 3: 3'-0" (36")
- Central Hall:** Labeled "12345".
- Rooms and Dimensions:**
 - Room 1: 12'-0" (144") x 12'-0" (144")
 - Room 2: 12'-0" (144") x 12'-0" (144")
 - Room 3: 12'-0" (144") x 12'-0" (144")
 - Room 4: 12'-0" (144") x 12'-0" (144")
 - Room 5: 12'-0" (144") x 12'-0" (144")
 - Room 6: 12'-0" (144") x 12'-0" (144")
 - Room 7: 12'-0" (144") x 12'-0" (144")
 - Room 8: 12'-0" (144") x 12'-0" (144")
 - Room 9: 12'-0" (144") x 12'-0" (144")
 - Room 10: 12'-0" (144") x 12'-0" (144")
 - Room 11: 12'-0" (144") x 12'-0" (144")
 - Room 12: 12'-0" (144") x 12'-0" (144")
 - Room 13: 12'-0" (144") x 12'-0" (144")
 - Room 14: 12'-0" (144") x 12'-0" (144")
 - Room 15: 12'-0" (144") x 12'-0" (144")
 - Room 16: 12'-0" (144") x 12'-0" (144")
 - Room 17: 12'-0" (144") x 12'-0" (144")
 - Room 18: 12'-0" (144") x 12'-0" (144")
 - Room 19: 12'-0" (144") x 12'-0" (144")
 - Room 20: 12'-0" (144") x 12'-0" (144")
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 - Room 22: 12'-0" (144") x 12'-0" (144")
 - Room 23: 12'-0" (144") x 12'-0" (144")
 - Room 24: 12'-0" (144") x 12'-0" (144")
 - Room 25: 12'-0" (144") x 12'-0" (144")
 - Room 26: 12'-0" (144") x 12'-0" (144")
 - Room 27: 12'-0" (144") x 12'-0" (144")
 - Room 28: 12'-0" (144") x 12'-0" (144")
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 - Room 74: 12'-0" (144") x 12'-0" (144")
 - Room 75: 12'-0" (144") x 12'-0" (144")
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 - Room 79: 12'-0" (144") x 12'-0" (144")
 - Room 80: 12'-0" (144") x 12'-0" (144")
 - Room 81: 12'-0" (144") x 12'-0" (144")
 - Room 82: 12'-0" (144") x 12'-0" (144")
 - Room 83: 12'-0" (144") x 12'-0" (144")
 - Room 84: 12'-0" (144") x 12'-0" (144")
 - Room 85: 12'-0" (144") x 12'-0" (144")
 - Room 86: 12'-0" (144") x 12'-0" (144")
 - Room 87: 12'-0" (144") x 12'-0" (144")
 - Room 88: 12'-0" (144") x 12'-0" (144")
 - Room 89: 12'-0" (144") x 12'-0" (144")
 - Room 90: 12'-0" (144") x 12'-0" (144")
 - Room 91: 12'-0" (144") x 12'-0" (144")
 - Room 92: 12'-0" (144") x 12'-0" (144")
 - Room 93: 12'-0" (144") x 12'-0" (144")
 - Room 94: 12'-0" (144") x 12'-0" (144")
 - Room 95: 12'-0" (144") x 12'-0" (144")
 - Room 96: 12'-0" (144") x 12'-0" (144")
 - Room 97: 12'-0" (144") x 12'-0" (144")
 - Room 98: 12'-0" (144") x 12'-0" (144")
 - Room 99: 12'-0" (144") x 12'-0" (144")
 - Room 100: 12'-0" (144") x 12'-0" (144")
- Other Labels:** "TENANT" is written in several rooms. A large "X" is marked in the top right corner.

Electrical Specifications
All Signs Fabricated as per
2008 I.B.C.

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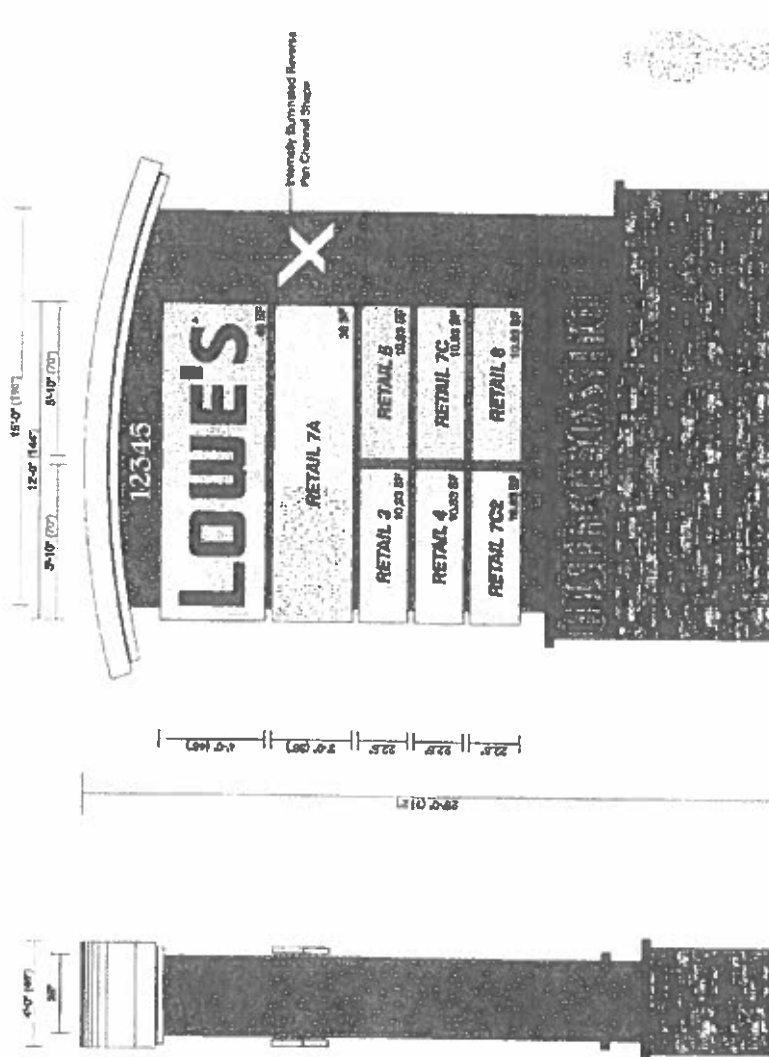
NOTE: ALL SIGNS MANUFACTURED BY BOITZ & DUKE SIGNS ARE 120 VOLT. ALL OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING.

	ELMER D. KEY U.S. SENATOR FROM MISSISSIPPI
	ELMER D. KEY U.S. SENATOR FROM MISSISSIPPI
	ELMER D. KEY U.S. SENATOR FROM MISSISSIPPI
	ELMER D. KEY U.S. SENATOR FROM MISSISSIPPI
	ELMER D. KEY U.S. SENATOR FROM MISSISSIPPI
	ELMER D. KEY U.S. SENATOR FROM MISSISSIPPI
	ELMER D. KEY U.S. SENATOR FROM MISSISSIPPI
	ELMER D. KEY U.S. SENATOR FROM MISSISSIPPI

[illegible]

Signs





- Aluminum & Invald a double faced internally fluted aluminum component sign.
- Sign will be illuminated with Fluores 400 WAD lamps.
- Conty ID Pan Channel Letters with Internal and hals illumination
- Mount panels will be raised 2" from sign
- Install on standard steel plate in approved concrete footings
- Electrical service to installation site should be existing. If not, will be provided by others
- 25" Aluminum painted with a smooth satin finish for address numbers
- Pan Channel Letters:
 - 3116" Clear Lexan Seals
 - 1/2" Deep 240 Aluminum CLC returns
 - to match face
 - 1" Thin cap to match face color
 - Face to be 3116" White BG Acrylic
 - with 3/16" Pan Items Burgundy
 - iron applied
 - Paint with 1/2" 4000
 - White Pan 4000
 - 25" mount 1" face sign face
 - allow for hole-in-hole

One(1) 26' Tall Central Ave Signs @ 150 sq ft w/ 8 panels
Scale: 1/4"=1'

Scale: 1/4"=1'

AN Sigma Fabricated as per
2005 I.B.C.

Physical Attributes
All Signs Fabricated as per
2005 N.E.C. Specifications

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**NOTE: ALL SIGNS MANUFACTURED BY BOOTZ & DUKE SIGNS ARE 120 VOLT
ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING**

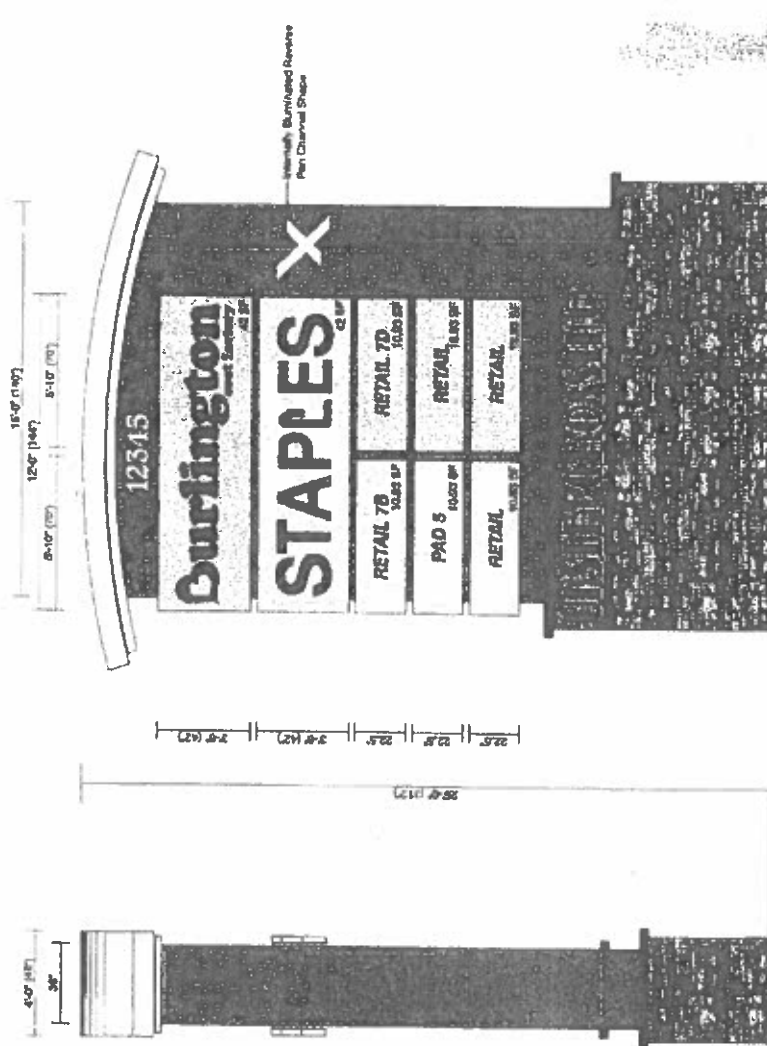
	16" x 20" 1 1/4" 180T SMOOTH MATTE FINISH
	16" x 20" 1 1/4" 180T MEDIUM MATTE FINISH
	16" x 20" 1 1/4" 180T GLOSS
	16" x 20" 1 1/4" 180T SMOOTH MATTE FINISH
	16" x 20" 1 1/4" 180T MEDIUM MATTE FINISH
	16" x 20" 1 1/4" 180T GLOSS
	16" x 20" 1 1/4" 180T SMOOTH MATTE FINISH
	16" x 20" 1 1/4" 180T MEDIUM MATTE FINISH
	16" x 20" 1 1/4" 180T GLOSS

UNIVERSITY	Under Contract	4078 W. William Ave. • Phoenix, AZ • 85019
ADDRESS	Albuquerque, NM	
CITY	Charlotte, NC	
STATE	Chicago, IL	
PHONE	(602) 772-9156	
FAX	(602) 772-4668	
E-MAIL	AJZ@ardco.fi	
DATE	Aug 13, 2002	

○



4



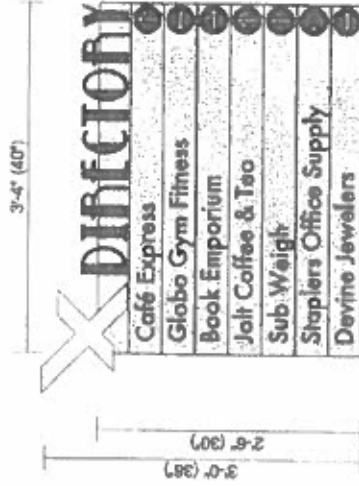
Scale: 1/4" = 1'

Electrical Specifications
11 Signs Fabricated as per
ANSI NEMA Specifications

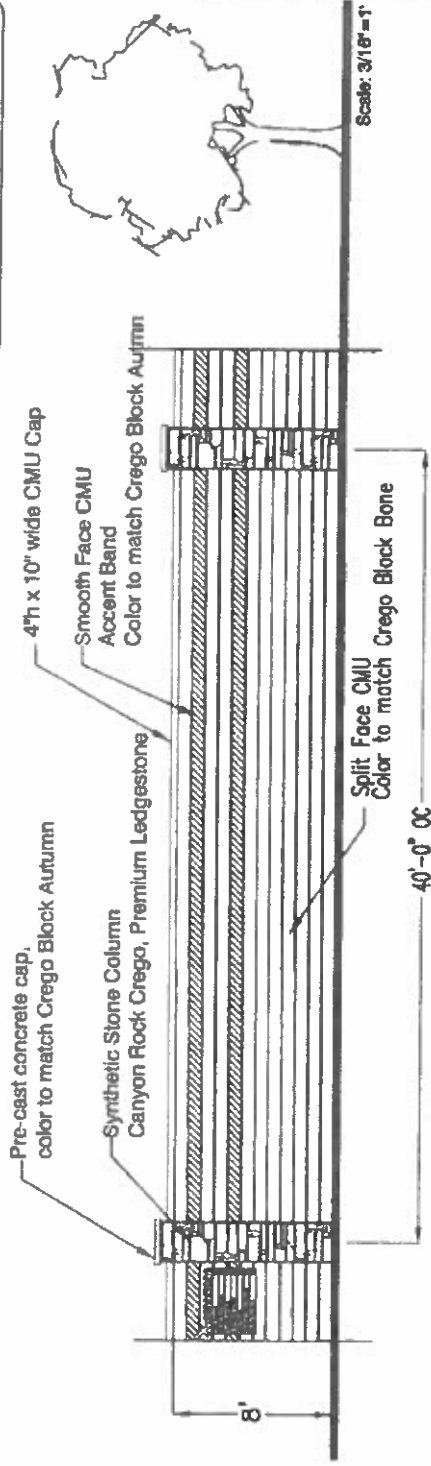
NOTE: ALL SIGNS MANUFACTURED BY BOOTZ & DUKE SIGNS ARE 120 VOLT ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING

ALL SIGNS MANUFACTURED BY BOULTZ & BUCKLE SIGNS ARE 120 VOLT ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING

BOOTZ & DUKE	Signo	USAR Center	4021 W. Whitem Ave. • Phoenix, AZ • 85019
		Abington, MA	www.usarcenter.com
		Charles Obregon	(603) 772-9756
		AVZ/Enders II	(603) 772-4668
		March 2008	13



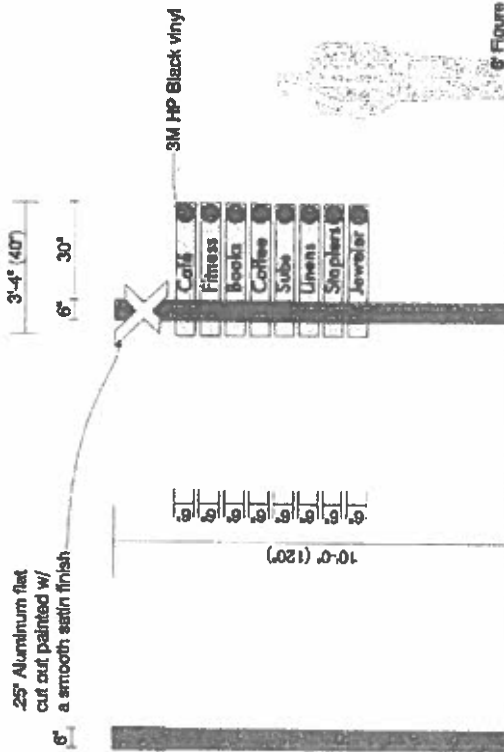
Three(3) Directory Signs @ 10 sq ft w/ 7 panels
Scale: 1"=1'



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NOTE: ALL SIGNS MANUFACTURED BY BOOTS & DUKE SIGNS ARE 120 VOLT. ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING.



ARCHITECT	4028 W. Williams Ave. - Phoenix, AZ 85017
DESIGNER	www.bootsandduke.com
CLIENT	(602) 272-9154
DATE	(602) 272-4698
BY	March 17, 2008
DATE	16



- Manufacture & install a double faced aluminum monument sign.
- Tenant provide will be 25" Aluminum
- Install on existing steel pipe in approved concrete building.
- Electrical service to installation site should be existing. If not, will be provided by others

Multi-Tenant Directional
Scale: 3/8"=1'

Examination, See Details
All Signs Fabricated as per
2004 I.B.C.

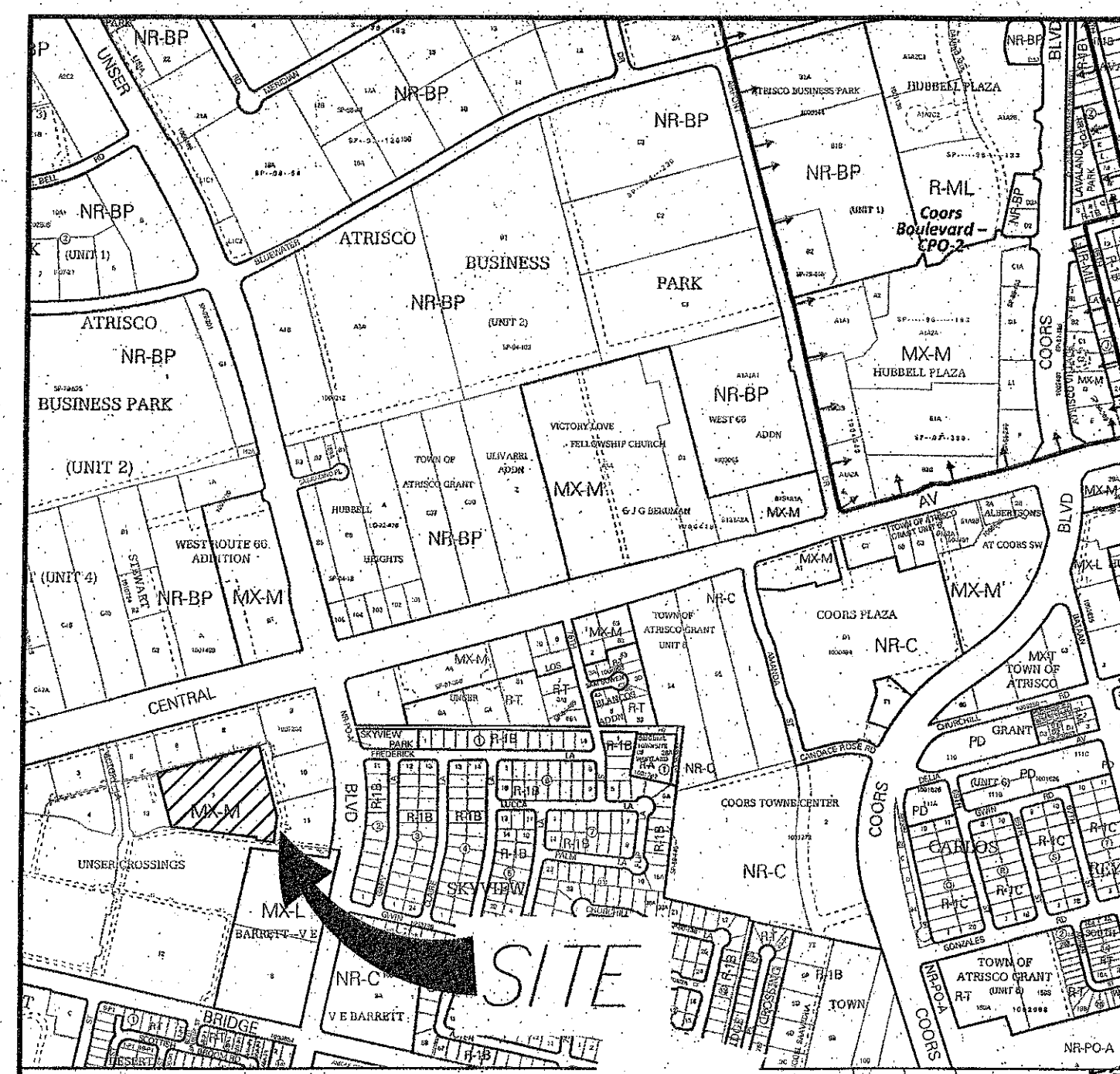
Historical Specifications
All Signs Fabricated as per
2005 N.E.C. Specifications

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OF PRUEN, ARIZONA. IT MAY NOT BE REPRODUCED, COPIED, OR EXTENDED IN
ANY MANNER.

NOTE: ALL SIGNS MANUFACTURED BY BOOTZ & DUKE SIGNS ARE 120 VOLT
ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING

<input type="checkbox"/> 1/4" ALUMINUM <input type="checkbox"/> 1/2" ALUMINUM <input type="checkbox"/> 3/4" ALUMINUM <input type="checkbox"/> 1" ALUMINUM <input type="checkbox"/> 1 1/2" ALUMINUM <input type="checkbox"/> 2" ALUMINUM <input type="checkbox"/> 3" ALUMINUM <input type="checkbox"/> 4" ALUMINUM <input type="checkbox"/> 6" ALUMINUM <input type="checkbox"/> 8" ALUMINUM <input type="checkbox"/> 10" ALUMINUM <input type="checkbox"/> 12" ALUMINUM <input type="checkbox"/> 14" ALUMINUM <input type="checkbox"/> 16" ALUMINUM <input type="checkbox"/> 18" ALUMINUM <input type="checkbox"/> 20" ALUMINUM <input type="checkbox"/> 22" ALUMINUM <input type="checkbox"/> 24" ALUMINUM <input type="checkbox"/> 26" ALUMINUM <input type="checkbox"/> 28" ALUMINUM <input type="checkbox"/> 30" ALUMINUM <input type="checkbox"/> 32" ALUMINUM <input type="checkbox"/> 34" ALUMINUM <input type="checkbox"/> 36" ALUMINUM <input type="checkbox"/> 38" ALUMINUM <input type="checkbox"/> 40" ALUMINUM <input type="checkbox"/> 42" ALUMINUM <input type="checkbox"/> 44" ALUMINUM <input type="checkbox"/> 46" ALUMINUM <input type="checkbox"/> 48" ALUMINUM <input type="checkbox"/> 50" ALUMINUM <input type="checkbox"/> 52" ALUMINUM <input type="checkbox"/> 54" ALUMINUM <input type="checkbox"/> 56" ALUMINUM <input type="checkbox"/> 58" ALUMINUM <input type="checkbox"/> 60" ALUMINUM <input type="checkbox"/> 62" ALUMINUM <input type="checkbox"/> 64" ALUMINUM <input type="checkbox"/> 66" ALUMINUM <input type="checkbox"/> 68" ALUMINUM <input type="checkbox"/> 70" ALUMINUM <input type="checkbox"/> 72" ALUMINUM <input type="checkbox"/> 74" ALUMINUM <input type="checkbox"/> 76" ALUMINUM <input type="checkbox"/> 78" ALUMINUM <input type="checkbox"/> 80" ALUMINUM <input type="checkbox"/> 82" ALUMINUM <input type="checkbox"/> 84" ALUMINUM <input type="checkbox"/> 86" ALUMINUM <input type="checkbox"/> 88" ALUMINUM <input type="checkbox"/> 90" ALUMINUM <input type="checkbox"/> 92" ALUMINUM <input 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THE PROJECT IS LOCATED IN AN AREA OF MINIMAL FLOOD HAZARD IN ACCORDANCE WITH FEMA MAP 35001C03281, EFFECTIVE DATE 11/4/2016

BENCHMARKS	
AGRS Aluminum Cap stamped "7-L10 2002"	
From the intersection of Coors Boulevard and Bridge Boulevard SW, travel west on Bridge Boulevard 0.6 miles to the station in the southeast quadrant of the intersection of Bridge Boulevard and Unser Boulevard.	
The station is set in the top of curb on the SSE return.	
Geographic Position, in feet (NAD83)	
N.M. State Plane Coordinates (Central Zone)	
N=1481743.359, E=1498883.801, G=C=0.999683498, DA=-00'16"18.49"	
Elevation, in feet (NAVD88) = 5088.067	

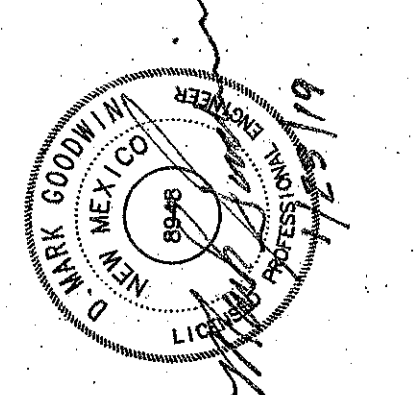
TRACT 7 & PORTION OF TRACT 12
UNSER CROSSINGS
WITHIN THE
TOWN OF ATRISCO GRANT
PROJECTED SECTION 22
TOWNSHIP 10 NORTH, RANGE 2 EAST, NMPM
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY, 2018

- LEGEND**
- 5565 CONTOUR (MAJOR)
 - CONTOUR (MINOR)
 - CURB - 6"
 - CONCRETE
 - WALL
 - TC= FL= TOP CURB / FLOW LINE
 - X 65.00 SPOT ELEVATION
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
 - STORM DRAIN MANHOLE
 - CATCH BASIN/DROP INLET
 - CMP/PVC DRAIN PIPE
 - ELECTRIC TRANSFORMER/PEDESTAL
 - 4" WATER VALVE/SIZE
 - FIRE HYDRANT
 - HOTBOX
 - PULLBOX
 - LIGHT POLE BASE
 - SIGN
 - TELEPHONE/FIBER OPTIC PEDESTAL
 - CABLE TV PEDESTAL
 - SIDE WALK CULVERT PER COA STD DETAIL 2236
 - TYPE DOUBLE D INLET PER STD DETAIL 2206

GRADING AND DRAINAGE CERTIFICATION
I, MARK GOODWIN, NMPM 8848, OF THE FIRM MARK GOODWIN & ASSOCIATES, P.A., HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED JANUARY 22, 2019. THE RECORD INFORMATION, EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY TIMOTHY ALDRICH, NMPM 7718. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR GRADING CERTIFICATION, APPROVAL, AND CERTIFICATE OF OCCUPANCY.
THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.
Mark Goodwin
MARK GOODWIN, P.E. NMPM 8848
DATE 12/8/19
7/9/20
2/3/21



- GENERAL NOTES:**
- CONTRACTOR MUST OBTAIN A TOPSOIL DISTURBANCE PERMIT FROM THE ENVIRONMENTAL HEALTH DIVISION PRIOR TO CONSTRUCTION.
 - CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION SHALL GOVERN ALL WORK.
 - THE CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL DUST CONTROL MEASURES AND REQUIREMENTS AND WILL BE RESPONSIBLE FOR PREPARING AND OBTAINING ALL NECESSARY APPLICATIONS AND APPROVALS.
 - THE CONTRACTOR SHALL ENSURE THAT NO SOIL ERODES FROM THE LOTS INTO PUBLIC RIGHT-OF-WAY. THIS CAN BE ACHIEVED BY CONSTRUCTING TEMPORARY BERMS AND WETTING THE SOIL TO KEEP IT FROM BLOWING.
 - NO WORK ALLOWED IN THE PUBLIC RIGHT OF WAY WITHOUT AN APPROVED WORK ORDER.
- NOTE:**
- CONTRACTOR TO CONFIRM STORM DRAIN CONNECTION INVERTS PRIOR TO STORM DRAIN CONSTRUCTION AND NOTIFY ENGINEER.
 - FIRST FLUSH POND SLOPES TO BE SURFACED WITH 1" GRAVEL.
 - STORM DRAIN TO BE PVC OR HDPE PIPE (N=013).



DEFINED FITNESS UNSER CROSSING

GRADING AND DRAINAGE PLAN

dmg MARK GOODWIN & ASSOCIATES, P.A.
CONSULTING ENGINEERS
P.O. BOX 90606
ALBUQUERQUE, NEW MEXICO 87199
(505)828-2200, FAX (505)797-9539

Designed: CP	Drawn: DR, CP	Checked: DMG	Sheet: C-1
Scale: 1"=30'	Date: 1-21-2019	Job: 15056	

