

EC-21-331



**CITY OF ALBUQUERQUE**  
**Albuquerque, New Mexico**  
**Office of the Mayor**

Mayor Timothy M. Keller

**INTER-OFFICE MEMORANDUM**

March 30, 2021

**TO:** Cynthia D. Borrego, President, City Council

**FROM:** Timothy M. Keller, Mayor

A handwritten signature in dark ink, appearing to be 'TK' or a stylized 'K', is written over the name 'Timothy M. Keller'.

**SUBJECT:** Approval of the Real Estate Purchase and Sale Agreement and Approval of Lease Agreement for Rosenwald Building Condominiums First and Second Floor and segregated 2/3 of basement, limited common areas on floors one and two and proportionate use of common areas containing 15,250 sq. ft.

City Council declared the above-referenced property Not-Essential for Municipal Purposes on December 16, 2019, EC-19-498. The estimated market value of the property was established by Bryan E. Godfrey, MAI, Godfrey Appraisal Services on March 12, 2019 for \$335,000. We received a private bid from Townsite QO21, LLC for \$350,000.00.

The Real Estate Purchase and Sale Agreement is contingent upon City Council approving the lease agreement between Townsite QO21, LLC., and the Albuquerque Police Department. The Albuquerque Police Department wishes to lease 1,126 sq.ft. of space located at the northeast corner of the first floor to be used as a downtown sub-station. The Landlord will perform tenants improvements to the interior pursuant to the City's required specifications to provide turnkey accommodations to meet the needs of the Albuquerque Police Department.

The initial term of the proposed lease will be thirteen (13) years and nine (9) months. The monthly rent payments of \$2,064.33 shall be credited each month against and reciprocally offset each month against the monthly installment payments due from Landlord to City under Landlords' Promissory Note pursuant to Purchase Agreement for the a total amount of \$340,615.00. The City has an option to extend the term for an additional ten (10) years, so long as the City is not in default.

The Real Estate Purchase and Sale Agreement and Lease Agreement is forwarded to City Council for Approval.

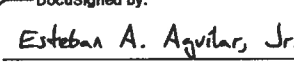
TITLE/SUBJECT OF LEGISLATION: Approval of the Real Estate Purchase and Sale Agreement and Approval of Lease Agreement for Rosenwald Building Condominiums First and Second Floor and segregated 2/3 of basement, limited common areas on floors one and two and proportionate use of common areas containing 15,250 sq. ft

Approved:

  
Sarita Nair  
Chief Administrative Officer

Date

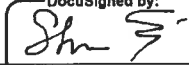
Approved as to Legal Form:

DocuSigned by:  
  
Esteban A. Aguilar, Jr.  
City Attorney

4/12/2021 | 2:58 PM MDT

Date

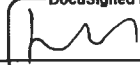
Recommended:

DocuSigned by:  
  
Dr. Shelle Sanchez  
Director of Cultural Services

4/9/2021 | 9:24 AM MDT

Date

Recommended:

DocuSigned by:  
  
Harold Median, Chief of Police  
Albuquerque Police Department

4/12/2021 | 1:00 PM PDT

Date

## **Cover Analysis**

### **1. What is it?**

This is a request for Approval of the Real Estate Purchase and Sale Agreement and Approval of the Lease Agreement for Rosenwald Building Condominiums First and Second Floor and segregated 2/3 of basement, limited common areas.

### **2. What will this piece of legislation do?**

Approving the Real Estate Purchase and Sale Agreement will allow the property to be sold. Selling the property will generate revenue for the Department of Cultural Services and Bernalillo County tax revenue. Approving the Lease Agreement will provide a downtown sub-station for the Albuquerque Police Department.

### **3. Why is this project needed?**

The Real Estate Purchase and Sales Agreement and Lease Agreement must be approved per City Ordinances before conveyance or leasing of the property.

### **4. How much will it cost and what is the funding source?**

The Albuquerque Police Department will be paying cost of Network, IT, Access Control and Alarm, and they will cover cost of all architect fees, including \$28,741.00 for architectural fees that have already been incurred and fees (if any) for any additional drawings required for permits.

### **5. Is there a revenue source associated with this contract? If so, what level of income is projected?**

Pursuant to the Real Estate Purchase and Sale Agreement, Buyer will provide an earnest money deposit of \$10,000 to be used toward the sale price of the property. The earnest money deposit will be given to the Department of Cultural Services. The monthly rent payments for the APD substation of \$2,064.33 shall be credited each month to offset against the monthly installment payments due from Landlord to City under Landlords' Promissory Note pursuant to the Purchase Agreement

.

### **6. What will happen if the project is not approved?**

If the project is not approved the City will retain ownership, liability, and the expense of maintenance of the Property and no property tax revenue will be generated for the County of Bernalillo and no APD substation will be located in the downtown area.

### **7. Is this service already provided by another entity?**

No.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This **REAL ESTATE PURCHASE AND SALE AGREEMENT** (hereinafter “Agreement”) is made by and between the City of Albuquerque, A New Mexico Municipal Corporation (“the City”) and Townsite QO21, LLC, a New Mexico limited liability company and/or its assigns (hereinafter “Buyer”). City and Buyer may be each individually referred to herein as a “Party” and collectively as the “Parties.”

### RECITALS

The City of Albuquerque holds title to an ownership interest in the structure commonly referred to as the “Rosenwald Building” located at 320 Central Ave. NW, Albuquerque, New Mexico 87102 (the “Property”) (under a condominium declaration), which ownership interest consists of approximately 20,430 square feet (“sq/ft”) that constitutes the first and second floors of the three story Rosenwald Building, together with a pro-rata share (based on the total structure square footage) of the building’s common areas and common elements (including pro-rata basement storage) and an undivided 2/3 interest in the real property upon which the Rosenwald Building is situated, all as more specifically described in **Exhibit A** and in the condominium declaration (the “City’s Interest”).

The City intends to sell all of the City’s Interest in the Rosenwald Building to Buyer, and to then lease back from Buyer approximately 1,461 sq/ft that comprises the northeast portion of the first floor of the Rosenwald Building for use by the City as a police substation and/or for other similar community related use(s) as more specifically set forth in the “Lease Agreement” that is attached to this document as **Exhibit B**.

A design and floor plan for the leased space has been negotiated between City and Buyer and is included as part of the Lease Agreement attached hereto as **Exhibit B**. Following the closing of this purchase, Buyer has agreed to promptly renovate the designated space to meet the City’s tenancy requirements as prescribed in the Lease Agreement. The Buyer’s cost for the market rate purchase of the City’s Interest, including the space, less the earnest money which shall be paid to the City at Closing, has been calculated to equal the City’s cost for leasing the space at market value during the City’s tenancy.

Buyer has extensive experience in design and renovation of older properties in the downtown area that have histories similar to the Rosenwald Building and for which there is a desire in the community for rehabilitation and would welcome this opportunity to partner in this manner with the City on this important downtown building.

### AGREEMENT

**NOW WHEREFORE**, for mutual consideration, the receipt of which is hereby acknowledged, and further upon the terms and conditions as set forth herein, the City and Buyer agree as follows:

#### 1. Purchase and Sale:

The City agrees to sell and convey, and the Buyer agrees to purchase, the City’s Interest upon the terms and conditions contained in this Agreement, which purchase shall include



all improvements thereon. This Agreement is entered into pursuant to §§ 13-6-2 and 13-6-2.1 NMSA 1978, for the sale of public property.

**2. Legal Description of the City's Interest:**

The address of the Rosenwald Building is 320 Central Ave SW, Albuquerque, NM 87102, and the City's Interest is as has been defined above, all as more particularly described on **Exhibit A**, together with **Exhibit C**, the "*Condominium Declaration for Rosenwald Building Condominiums*," both of which are attached hereto and incorporated herein.

**3. Purchase Price:**

The purchase price of the City's Interest including any and all improvements thereon shall be Three Hundred and fifty thousand Dollars and 00/100 dollars (\$350,000.00) (the "Purchase Price").

**4. Earnest Money Deposit:**

For the purpose of securing the performance of the purchase hereunder, Buyer shall deposit with the Title Company (defined below), upon delivery to Title Company of this Agreement executed by the City and Buyer, \$10,000.00 as earnest money (hereinafter "Deposit"). The Title Company shall pay the Deposit: (1) to the City at and upon the Closing (defined below) to be applied against the Purchase Price; or (2) to the Party otherwise entitled to receive the Deposit in accordance with this Agreement in the event that this Agreement is terminated prior to Closing. The Parties shall execute such written directive and confirmation documents as the Title Company may reasonably require with regard to the disposition of the Deposit in accordance with this Agreement.

**5. Closing Date:**

Closing of the sale and transfer of the title and risk of loss from the City to Buyer (the "Closing") shall occur as soon as is reasonably practicable following the end of the Inspection Period set forth in Section 11 of this Agreement which, unless extended, shall close ninety (90) days from the Effective Date. Closing shall occur at the offices of Stewart Title Co. Academy Road NE office, Albuquerque, New Mexico 87109 (Gail Torino, Escrow Officer). Stewart Title Company (the "Title Company") is hereby designated by the Parties as the Escrow Agent for purposes of this transaction.

**6. Default by the Parties:**

In the event of any default by the City or the Buyer, the sole and exclusive remedy of the non-defaulting Party shall be termination of this Agreement and entitlement to the Deposit. In the event of such termination and default, the Parties agree to execute the necessary documentation memorializing the termination and directing the Title Company to disburse the Deposit to the non-defaulting Party.

**7. Title Objections:**

- a. Buyer shall provide Title Company with a copy of this Agreement as soon as possible following the Effective Date, but in any event no later than five (5) business days following the Effective Date, and Buyer shall ensure that Title Company issues a "Title Commitment" to the Buyer for its review, with a copy

provided to Seller, within ten (10) business days of the Effective Date, which Title Commitment will show all matters affecting the title to the City's Interest and commit the Title Company to issue an insurance policy for the City's Interest at Closing.

- b. The Buyer will have fifteen (15) business days after receipt of the Title Commitment in which to furnish the City with a written statement identifying what, if any title objections that Buyer has and which Buyer has identified as affecting the marketability of said title. Any item contained in the Title Commitment to which Buyer does not object during this fifteen (15) business day review period shall be deemed a "Permitted Exception."
- c. The City shall have fifteen (15) days after receipt of such written objections (hereinafter "Title Cure Period") in which the City shall elect to cure, or not cure, all such valid title objections.
- d. In the event the City fails or is otherwise unable to satisfy or correct all valid title objections within the Title Cure Period, the Buyer shall either: i) waive such defect by delivery of written notice of such waiver to City (in which case the defect shall become a Permitted Exception); or ii) by written notice, instruct the City to terminate this Agreement, in which event neither the Buyer nor the City shall have any further rights, duties or obligations under this Agreement, and Buyer shall be entitled to a return of the Deposit. In the event that Buyer takes neither of the foregoing actions within fifteen (15) days following the end of the Title Cure Period, any such unsatisfied title objections shall be deemed Permitted Exceptions.

#### **8. Conveyance of Title:**

- a. At the Closing, the City shall convey the City's Interest to the Buyer by Quitclaim Deed, subject to the Permitted Exceptions. Buyer will simultaneously execute a Promissory Note and a Mortgage (both as defined below) as follows:
  - i. The promissory note that Buyer agrees to execute as part of this transaction shall be secured by the Mortgage (defined below) and shall be payable to the City in the total amount of \$340,615.00, to be made in monthly installment payments by Buyer to City (without interest) in the amount of \$2,064.33 per month over the course of thirteen (13) years plus an additional nine (9) months (for a total of 165 monthly installments), which periodic payments shall correspond with the periodic rent payments set out in the Lease Agreement attached as **Exhibit B** hereto, and all as more specifically set forth in the form of **Exhibit D**, attached hereto and made a part hereof (the "Promissory Note").
  - ii. The mortgage document that will secure the Promissory Note as set forth above shall be in substantially the form of **Exhibit E** attached hereto and made a part hereof (the "Mortgage"), which Mortgage shall secure the Promissory Note by conveying a mortgage and security interest in the City's Interest and shall be filed for record in the Office of the Clerk of Bernalillo County, New Mexico.

- b. City's conveyance will include all other appurtenant property rights if existing and owned by the City. Per agreement of City and Buyer, Buyer's periodic installment payments payable to City under the Promissory Note shall be credited each month against, and shall reciprocally offset each month against, the periodic rent due from City to Landlord pursuant to the Lease Agreement, in a total amount of \$340,615 over the original thirteen (13) year and nine (9) month Term of the Lease Agreement. City shall have all rights and remedies at law and in equity arising from any default by Landlord under the terms of the Promissory Note (and/or by Buyer as Landlord under the Lease Agreement).

**9. Prorating:**

The City shall make payments due on any existing encumbrances, if any, at or before Closing. If any property taxes were applicable to the City's Interest, City will be responsible for all property taxes up to the date of closing, including the current full-year payment, past due taxes, interest, and penalties. Water, sewer, refuse, and utilities, as applicable are to be prorated to the date of Closing. Any proration shall be determined based on information available as of the date of Closing. In the event any prorated item is based upon an estimate, the Parties agree to re-prorate such items upon final bills or statements.

**10. Closing:**

The City and Buyer agree to split equally all regular costs of Closing. Any and all other fees, taxes due from the sale, commissions, costs or expenses shall be the Buyer's sole responsibility. The City is selling directly to the Buyer and there are no commissions or fees payable by the City or the Buyer.

**11. Inspections:**

- a. The Buyer may, at its discretion, have the property, including all structures, inspected for purposes of determining and assessing any environmental or structural deficiencies. The Inspection Period shall be for ninety (90) days from the Effective Date of this Agreement (the "Inspection Period"). City to provide reasonable access for purposes of any and all inspections deemed reasonably necessary by the Buyer, provided Buyer gives forty-eight (48) hours' notice. Upon a good faith basis for an extension of the Inspection Period, submitted in writing by Buyer to the City specifying the length of extension being sought, not to exceed forty-five (45) days, the Inspection Period may be extended by written mutual agreement of the Parties.
- b. The City will not be responsible for any repairs, environment remediation or demolition recommended as a result of findings in said inspections. However, as a result of conditions reported through such inspections and deemed unsatisfactory to the Buyer, the Buyer at its discretion may terminate this Agreement during the Inspection Period, in which case the Deposit shall be returned to Buyer.
- c. Buyer shall be responsible for the costs of all inspections. If Buyer does not terminate this Agreement during the Inspection Period, Buyer shall be deemed to

have accepted the property in an “as-is” condition with no warranties or representations made by City.

- d. Buyer shall only use licensed and insured contractors with a Best A+ rating and a policy of a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, to conduct the inspections and shall repair any damage to the property caused by its inspections.
- e. The Buyer shall indemnify, defend and hold the City harmless from any and all demands, claims or liability for damages or losses to property or to person, including death, arising or resulting from the Buyer's acts or failure to act or those of the Buyer's employees, agents and contractors, during the Inspection, provided, however, however, that this indemnity shall not include damages or losses resulting from the negligent acts of the City. The City's Liability shall be subject to the claims and limitations contained in the New Mexico tort claims act. NMSA 1978, Section 41-4-1 et. seq as amended. Buyer shall complete all Inspection within ten (10) days of the date of execution of this Agreement.

## **12. Acceptance of City's Interest:**

The Buyer acknowledges and represents, as of the Closing that the Buyer, has independently investigated all matters pertaining to the City's Interest deemed material to the Buyer, the Buyer is purchasing the City's Interest based upon the Buyer's own inspection and knowledge of the City's Interest and the Buyer's development and marketing experience. The Buyer is purchasing the City's Interest AS IS, with all faults, and without warranty except as expressly provided herein. Except as expressly stated in this Agreement, no representations, statements or warranties, expressed or implied, have been made by or on behalf of the City as to the merchantability, quantity, quality or condition of the City's Interest; the fitness of the City's Interest for any particular purpose; the existence or location of water, potable water or water rights on or appurtenant to the City's Interest; access to public right-of-way or utility connections on or to the City's Interest. The Buyer shall, at the Buyer's sole risk and expense, provide or acquire any access or utility connections the Buyer deems necessary or desirable to permit the Buyer to have full use and enjoyment of the City's Interest.

## **13. Platting/ALTA Survey:**

Both City and Buyer agree that the property is sold, “as-is” and that any subsequent use of the property may require Buyer to plat and comply with pertinent City of Albuquerque codes and ordinances relating to the use and development of the property. The City agrees to provide to Buyer a current ALTA survey.

## **14. Contingency:**

This Agreement is contingent upon the simultaneous execution by Buyer and City of the Lease Agreement attached as Exhibit B hereto and incorporated by reference herein.

## **15. Risk of Loss:**

- a. Minor Damage.

- i. In the event of loss or damage to the City's Interest or any portion thereof (the "Premises in Question") which is not Major (as hereinafter defined) prior to Closing, this Agreement shall remain in full force and effect provided that City performs any necessary repairs or, at City's option, reduces the cash portion of the Purchase Price in an amount equal to the cost of such repairs, the City thereby retaining all of City's right, title and interest to any claims and proceeds the City may have with respect to any casualty insurance policies or condemnation awards relating to the Premises in Question.
  - ii. In the event that the City elects to perform repairs to the City's Interest, the City shall use reasonable efforts to complete such repairs promptly, and the Parties shall mutually agree in writing to a reasonable extension of the Closing date to allow for adequate time for the completion of such repairs.
- b. Major Damage.
  - i. In the event of a Major loss or damage prior to Closing, either the City or Buyer may terminate this Agreement by providing written notice to the other Party, in which event the Deposit shall be returned to Buyer.
  - ii. If neither the Buyer nor the City elects to terminate this Agreement within fifteen (15) days after City sends Buyer written notice of the occurrence of a Major loss or damage, then the City and the Buyer shall both be deemed to have elected to proceed with Closing, in which event the City shall, at City's option, either: (a) perform any necessary repairs, or (b) assign to Buyer all of City's right, title and interest to any claims and proceeds City may have with respect to any casualty insurance policies or condemnation awards relating to the Premises in Question.
  - iii. In the event that City elects to perform repairs to and/or on the City's Interest, City shall use reasonable efforts to complete such repairs promptly, and the Parties shall mutually agree in writing to a reasonable extension of the Closing Date to allow for the completion of such repairs. Upon Closing, full risk of loss with respect to the City's Interest shall pass to Buyer.
- c. For purposes of this Section 14, a "Major" loss or damage shall mean the following:
  - i. Loss or damage to the City's Interest or any portion thereof such that the cost of repairing or restoring the Premises in Question to a condition substantially identical to that of the Premises in Question prior to the event of damage would be, in the certified opinion of a mutually acceptable architect, equal to or greater than One Hundred Thousand and No/100 Dollars (\$100,000.00), or
  - ii. Any loss due to a condemnation that permanently and materially impairs the current use of the City's Interest.

#### **16. Construction and Severability:**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**17. Binding Effect:**

This Agreement shall survive Closing. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns only when this Agreement is fully executed by authorized representatives of both the City and Buyer.

**18. Possession of City's Interest:**

Possession and maintenance obligations of and relating to the City's Interest shall remain with the City until the Closing. Upon Closing, the Buyer shall have the right to take immediate possession of the City's Interest.

**19. Notices:**

All notices to be given in connection with the subject matter of this Agreement shall be in writing and may be served electronically and/or personally upon the Parties or by registered or certified mail addressed as follows:

**City:**

**City of Albuquerque**  
Chief Administrative Officer  
P.O. Box 1093  
Albuquerque, NM 87103  
Email: snair@cabq.gov

**Buyer:**

**Townsite QO21, LLC**  
c/o Edward T. Garcia  
PO Box 26207  
Albuquerque, NM 87125-6207  
Email: egarcia@garciacars.com

with a copy to:  
Manager, Real Property Division  
P.O. Box 1293  
Albuquerque, NM 87103  
Email: frgarcia@cabq.gov

**20. Entire Agreement:**

This Agreement, including the Exhibits hereto, constitute the entire agreement between the Parties. No representation, promise or inducement not included herein shall be binding upon any Party. Time is of the essence of this Agreement.

**21. No Oral Modifications:**

This Agreement shall not be modified or amended except by an instrument in writing, executed by or on behalf of authorized representatives of both the City and the Buyer, and if required by applicable law, approved by the Albuquerque City Council.

**22. Governing Law:**

This Agreement shall be governed by the laws of the State of New Mexico.

**23. Approval of the City.**

This document, once signed by Buyer, shall be deemed an offer subject to acceptance by the City. To constitute an Agreement, the offer must be approved by the City Council and signed by the City's Chief Administrative Officer. Only after the City Council has approved this Agreement, may the City's Chief Administrative Officer execute the Agreement.

**24. Effective Date:**

The "Effective Date" means the date upon which this Agreement is executed and accepted by the City's Chief Administrative Officer.

THIS SPACE INTENTIONALLY BLANK

**BUYER**

**TOWNSITE QO21, LLC**

By \_\_\_\_\_

Name: Edward T. Garcia

Title: Managing Member

Date: \_\_\_\_\_

**SELLER**

**CITY OF ALBUQUERQUE**

Approved By \_\_\_\_\_

Name: Sarita Nair

Title: Chief Administrative Officer

Date: \_\_\_\_\_

Recommended By \_\_\_\_\_

Name: Shelle Sanchez

Title: Director, Cultural Services

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mikal Altomare, Assistant City Attorney

EC# \_\_\_\_\_

Approved: \_\_\_\_\_



**Purchase Agreement Exhibit A****The City's Interest (*Legal Description*)**

Units No. 100, 110, 120, 130, 140, 150, 160, 200, 210, 220, 230, 240 and 250 of the ROSENWALD BUILDING CONDOMINIUMS as established by that certain Condominium Declaration of Rosenwald building Condominiums recorded September 27, 2007, as Document No. 2007138160 records of Bernalillo County, New Mexico and the Condominium Plat of ROSENWALD BUILDING CONDOMINIUMS, Lots 10-12, Block 17, New Mexico Town Company's Original Townsite, Section 10, T.10N, R.3E., N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on the common elements appurtenant to said unit and the limited common elements that may be appurtenant to said unit, pursuant to said declaration.

## **Purchase Agreement Exhibit B**

### **-LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between the **City of Albuquerque**, a New Mexico municipal corporation ("City"), and **Townsite QO21, LLC**, a New Mexico limited liability company ("Landlord"). The City and Landlord referred to herein jointly as the "Parties," and each individually referred to as a "Party."

### **RECITALS**

WHEREAS, the City has agreed to sell to Landlord the entirety of the City's partial ownership interest in the building commonly referred to as the "Rosenwald Building" together with the entirety of the City's corresponding partial ownership interest in the real property on which the Rosenwald Building is situated, located at 320 Central Ave SW, Albuquerque, New Mexico 87102; and

WHEREAS, the City's ownership interest in the Rosenwald Building is comprised of the first and second floors of the three-story building, as well as an undivided two-thirds interest in common areas, the storage basement, and the real property, as legally described in Exhibit A of the REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Purchase Agreement") duly executed by and between the City and the Landlord simultaneously with this Lease; and

WHEREAS, as part of the Purchase Agreement, the Buyer has executed a promissory note, attached hereto as **Attachment F**, the terms of repayment thereof are also relevant to and associated with this Lease (the "Promissory Note"), which Promissory Note has been secured by a mortgage agreement also executed by Buyer; and

WHEREAS, the City's agreement to sell to Landlord the City's Ownership Interest is specifically contingent upon Landlord and the City simultaneously executing this Lease; and

WHEREAS, the City desires to lease from Landlord the interior northeast corner of the first floor of the Rosenwald Building for use as a downtown Albuquerque Police Department ("APD") sub-station; and

WHEREAS, Landlord has agreed to make certain tenant improvements to the interior northwest corner of the first floor pursuant to the City's required specifications in order to provide turnkey accommodations that meet the needs of APD; and

WHEREAS, the execution of this Lease, pursuant to and as part of the transaction conveying the City's ownership interest to the Landlord, together with the tenant

improvements to be performed by Landlord, at the Landlord's sole expense for the benefit of City, and the lease payments from the City to Landlord pursuant to the terms of this Lease (which in turn are to be offset on a month-by-month basis against the payments due in the same monthly amount against payments due from Landlord to City pursuant to Landlord's Promissory Note to City for the balance of the purchase price under the Purchase Agreement) are intended by the Parties to collectively constitute the mutual consideration for the purchase price of the City's Interest in the Rosenwald Building; and

WHEREAS, the Parties therefore enter into this Lease.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, and further upon the terms and conditions set forth herein, Landlord and City hereby agree as follows:

#### **I. THE PROPERTY.**

The Property is comprised of the building commonly referred to as the Rosenwald Building, as well as the land and the improvements located thereon, ("Property"), altogether totaling approximately 41,730 square feet, all as more specifically shown on **Attachment A**.

#### **II. LANDLORD'S OWNERSHIP INTEREST.**

Upon Closing of the sale pursuant to the Purchase Agreement, the City's Ownership Interest in the Property shall transfer to the Landlord via quitclaim deed, and the Landlord will then possess an ownership interest in the first and second floors of the three-story building, as well as an undivided two-thirds interest in common areas, the storage basement, and the real property, as legally described in Exhibit A of the Purchase Agreement (the "Landlord's Ownership Interest").

#### **III. THE PREMISES.**

"The Premises" to be leased by the City is defined as the interior northwest corner of the first floor of the Rosenwald Building which is a part of the Landlord's Ownership Interest (subsequent to Closing pursuant to the Purchase Agreement) and which contains approximately 1,126 square feet, all as more specifically shown on **Attachment B**, attached hereto.

#### **IV. TERM, TERMINATION AND RENEWAL.**

1. Effective Date. This Lease shall not be binding upon the Parties until it is approved by the Albuquerque City Council and signed by the Chief Administrative Officer or authorized designee (the "Effective Date").
2. Delivery Date. Landlord shall deliver and provide full access to the Premises to the City upon the Commencement Date, as defined below.

3. Lease Commencement Date; Rent Commencement Date. The “Lease Commencement Date” shall be memorialized in writing by the Parties and will occur no later than thirty (30) days after the completion of all agreed upon improvements to the Premises and the issuance of a Certificate of Occupancy for the Premises. The “Lease Commencement Date” shall be the same as the Rent Commencement Date.
4. Lease Expiration Date; Term. This Lease shall terminate thirteen (13) years and nine (9) months from last day of the month of the Lease Commencement Date (the “Lease Expiration Date”). The “Term” of the Lease shall be from the Lease Commencement Date through close of business on the Lease Expiration Date.
5. Option to Extend Term.
  - A. So long as the City is not in default (beyond the applicable period of notice and cure) at the time, and upon written notice to Landlord at least six (6) months prior to the expiration of the Term, City shall have the right to extend the original Term, in at least annual increments (each such extension an “Extended Term”), for up to an additional ten (10) years following the original Lease Expiration Date (the “Option to Extend”), in which case, City shall pay Base Rent (as defined below) to Landlord for the Premises during any such Extended Term pursuant to the terms in Section VI below which payments shall no longer be subject to offset against Promissory Note payments due from Landlord, following payment of the Promissory Note.
  - B. City must exercise its Option to Extend Term by written notice to Landlord at least annually, and must deliver to Landlord at least six (6) months prior to the end of the original Term or then-current Extended Term of this Lease, failing which timely exercise the City’s option to extend Term shall thereafter automatically lapse.
  - C. City may exercise its Option to Extend the Term of this Lease by more than one year at a time, via any such timely, written, exercise of option notice, but not beyond a total of ten (10) years following the original Lease Expiration Date.
6. Holding Over. In the event City fails to exercise an Option to Extend the Term but remains in possession of the Premises after the expiration of a Lease term (herein “Holdover”), City shall be deemed to be occupying said Premises as a tenant from month-to-month. Base Rent for any Holdover period shall be calculated set forth in Section VI, below and shall be paid on a monthly basis. Any additional charges called for under the terms of this Lease, including, without limitation, those denominated in this Lease as additional Rent, shall also be due from City during any period of Holdover, and City’s possession of the Premises during any such Holdover period shall otherwise be subject to all the conditions,

provisions and obligations of this Lease. A Holdover month-to-month tenancy may be terminated by either party upon at least a sixty (60) day prior written notice to the other.

**V. PURPOSE AND USE OF PREMISES.**

- A. City desires to lease the Premises for the purpose of using it for a downtown APD substation and uses reasonably associated with and related to this use (the "Purpose"). The City may obtain permission for other uses of the Premises from the Landlord by obtaining Landlord's prior written consent, and Landlord shall not unreasonably withhold such consent.
- B. City shall continuously (except for short term closures due to fire, casualty, condemnation, weather, permitted or approved City remodeling not exceeding sixty (60) days, or other causes beyond City's control ("Permitted Closures")) use the Premises, subject to the terms, conditions, and limitations set forth in this Lease.
- C. City shall operate and maintain the Premises in a safe, sanitary and operable condition.
- D. To the extent that City is responsible or liable for the Premises and/or activities conducted thereon, at City's sole cost, City shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws, rules and regulations, now or hereafter enacted or amended, affecting the Premises and directly relating to and arising out of City's use of the Premises for the Purpose.
- E. City shall properly handle and dispose of all hazardous substances pursuant to environmental laws. City shall take all appropriate measures necessary to prevent the release on or from the Premises of any hazardous substances. Neither Party shall create or bring on the Premises any hazardous substances or permit any third party to do so in violation of environmental laws. Should City become aware of the existence of any hazardous substance on the Premises, City shall immediately notify Landlord of such hazardous substance.
- F. City shall not allow political activities or campaigning by candidates for any elected office on the Premises.
- G. City shall not allow smoking on the Premises or at the Property at any time by any person in non-designated areas.
- H. City shall not use, occupy or permit the Premises or any part of the Premises to be used or occupied, or do or permit anything to be done in or on the Premises in any manner which would knowingly:

1. Cause or be likely to cause structural damage to the Premises or any part thereof, or adversely affect the mechanical, electrical, plumbing or other base building systems.
2. Cause, permit or suffer any waste or damage or private nuisance, disfigurement or injury to the Premises or the fixtures or equipment thereof, other than due to normal wear and tear.
3. Cause the cancellation of any insurance policies related to the Premises. All property kept, stored or maintained by City within the Premises shall be there at City's sole risk.

## **VI. RENT.**

### **1. Base Rent.**

- A. Initial Term. Per agreement of Landlord and City, the City's monthly Base Rent of \$2,064.33 per month for thirteen (13) years plus \$2,064.33 per month for nine (9) additional months during the original Term of this Lease, shall be credited each month against and reciprocally offset each month against the monthly installment payments due from Landlord to City under Landlord's Promissory Note pursuant to the Purchase Agreement, in a total amount of \$340,615 over such thirteen (13) years and nine (9) month Term, and as more specifically set forth in **Attachment D** attached hereto and made a part hereof (and in the corresponding Payment Schedule attached to the Promissory Note).
- B. Holdover. Base Rent for any Holdover period shall be at the immediately preceding base annual rental rate, plus ten Percent (10%).
- C. Extended Term(s). Base Rent for any Extended Term pursuant to the exercise by City of an Option to Extend shall be set to the then-current market rental rate for the leased Premises as of the start of each such exercised Extended Term based on comparable leases of comparable premises in a comparable location in Albuquerque (including comparable lease terms as to maintenance and utilities), and shall never be less than the rent payable hereunder by the City to Landlord during the immediately preceding Lease term.

### **2. Time, Place and Manner of Payments.**

- A. During the initial Term, no monetary rent payment or additional rent payments shall be due from City to Landlord, pursuant to the framework for offset of Base Rent against Promissory Note payments described in paragraph VI(1)(A).

- B. All amounts payable to Landlord under this Lease for any Base Rent during any Holdover period under paragraph IV(6), or Extended Term under paragraph IV(5), or for any other reason, shall be payable to Townsite QO21, LLC, c/o Edward T. Garcia, PO Box 26207, Albuquerque, New Mexico 87125-6207, or at such other place as the Landlord may designate in writing from time to time for this purpose.
- C. Base Rent during any such Holdover or Extended Term shall be paid by check or electronic funds transfer.

**VII. BUILD OUT AND IMPROVEMENTS – CONDITION PRECEDENT TO LEASEHOLD – IMPROVEMENT ALLOWANCE.**

1. Landlord shall, at its sole cost and expense (except as otherwise provided herein), complete the specific renovations, improvements and upgrades (the “Renovation”) of the Premises as specifically identified and set forth in **Attachment C**, Landlord’s Build Out Allowance/Budget and Tenant’s Design Plan and Specifications, which are attached hereto and incorporated herein by reference.
2. Landlord’s completion of the Renovation in accordance with this Section of this Lease is a condition precedent to the commencement of this Lease. Tenant shall have the option and right to terminate this Lease prior to its Commencement, upon 45 days’ advance written notice of intention to terminate and opportunity to cure delivered to Landlord, if Landlord fails to complete the Renovation to Tenant’s reasonable satisfaction in accordance with the requirements of and within the time frame required by this Section of this Lease. However, Landlord shall not thereby be required to incur expense to perform the Renovation which exceeds the amount shown in Landlord’s Build Out Allowance/Budget which is part of **Attachment C** (the “Maximum Improvement Allowance”). The Maximum Improvement Allowance has been negotiated between Landlord and Tenant in order to reduce the scope and cost of Tenant’s Design Plan and Specifications (also a part of **Attachment C**). Tenant’s Design Plan and Specifications shall therefore necessarily be deemed to have been modified and reduced in scope by Landlord’s Build Out Allowance/Budget. Landlord’s Build Out Allowance/Budget shall supersede and govern in cases of conflicts between Landlord’s Build Out Allowance/Budget and Tenant’s Design Plan and Specifications. Tenant acknowledges and agrees that any cost reasonably required to perform the Renovation to Tenant’s reasonable satisfaction which exceeds the Maximum Improvement Allowance must be paid by Tenant, not Landlord.
3. If Tenant duly terminates this Lease prior to the Lease Commencement Date due to Landlord’s failure to complete the Renovation as required under the preceding

Paragraph, then Landlord's Promissory Note (**Attachment F**) shall become immediately due and payable in full, and this Lease shall be held for naught.

4. In performing the Renovation, Landlord agrees that Landlord and all contractors performing Renovation work shall: (i) comply with all applicable building codes, laws, regulations and local ordinances; (ii) have and/or obtain prior to work performance all required permits and licenses, and shall maintain them for the duration of the Renovation performance; (iii) have the necessary experience, knowledge and skill to perform the work; and (iv) perform all Renovation work consistent with industry standards and accepted best practices.
5. Unless otherwise agreed to in writing between the Parties, the Renovation to the Premises shall be completed within seven (7) months of the Effective Date, and the City shall take occupancy within thirty (30) days thereof.
6. Any additional improvements, upgrades, or renovations in addition to the originally agreed upon Renovation as per **Attachment C**, requested by either Party, if mutually agreed to by both Parties, shall be memorialized in writing along with the terms for the cost sharing and performance thereof to be set forth and executed by authorized representatives of both Parties.
7. At the City's sole discretion, upon written notice to Landlord, City may pay for and install additional final "finishing" upgrades, including but not limited to signage, to the Premises, which items upon termination or expiration of this Lease, if they are either 1. trade fixtures, or 2. able to be removed without causing permanent damage to the Premises, shall remain the sole property of the City.

#### **VIII. LEASE OF PREMISES.**

1. The leasehold interest granted by this Lease shall be subject and subordinate to the right of the Landlord and other owners of public utilities to operate, maintain, repair, modify, realign, replace and reconstruct all public utilities in, under, across and upon the Premises and to all easements, licenses and restrictions now or hereafter granted by the Landlord to third parties in the Premises.
2. The leasehold includes with the right of ingress and egress to and from the Premises and across other property owned by the Landlord that is adjacent to the Premises in a manner directed by the Landlord.
3. Landlord shall allow City reasonable access to the building electric lines, feeders, wiring, telephone rooms, electrical closets and other conduits, pipes and facilities to accommodate City's telecommunication systems. City's right to the use of and access to the Landlord's facilities shall be without charge other than the rent provided for herein. However, no installation of telephone, computer or other



telecommunication systems shall be made until the installation plan has been approved in writing by Landlord in advance of installation.

4. The Landlord shall provide all keys and access cards for the Premises. Keys and/or access cards lost by City shall be duplicated by Landlord at City's expense. Subject to specific provisions herein to the contrary, locks shall not be altered unless approved by the Landlord in advance in writing. Lock changes, if approved, shall be at the sole cost of City.
5. The Premises is located within a building designed for the occupancy of more than one tenant; City acknowledges that the building contains areas intended for the use in common by all occupants of the building.
  - A. As long as City occupies the Premises, City and its employees, agents, and invitees shall have the right to use, in common with the Landlord, its successors, assigns and other tenants, all of the Common Areas (defined below), except for areas reserved for the exclusive use of Landlord or other tenants or occupants of the building.
  - B. At this time there is no such Common Area that is reserved for Landlord or other tenants or occupants. Landlord shall provide reasonable advance written notice to the City regarding what areas, if any, may be set aside for such exclusive use in the future.

**IX. QUIET ENJOYMENT.**

Upon the performance of all terms, conditions, and covenants of this Lease, which the City is required to perform, the City shall, at all times during the Term peaceably and quietly enjoy the Premises without any disturbance from the Landlord.

**X. ACCEPTANCE OF PROPERTY.**

City acknowledges and represents that following completion of the Renovation and prior to occupying, it will examine the Premises and will determine by its own independent evaluation that the Premises meets all build out requirements, that the Renovation has been performed to the specifications set forth in this Lease and the Attachments hereto, and that the Premises is suitable and usable for the Purpose intended by City and contemplated by this Lease.

**XI. PERMITS AND LICENSES.**

City shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. City shall immediately notify Landlord in the event any permit, license or approval necessary for the operation of City's business from the Premises is revoked or suspended. If such revocation or suspension is not corrected

within twenty (20) days after notice to Landlord (or such longer period as is reasonable so long as City initiates such correction within the twenty (20) day period and thereafter diligently and continuously works towards correcting the revocation or suspension) then it shall be an automatic event of Default under this Lease (as defined below).

**XII. COMMON AREAS.**

1. All of the portions of the Landlord's Ownership Interest in the Property made available by Landlord for use in common by tenants and their employees and invitees ("Common Areas") shall remain subject to Landlord's exclusive control at all times.
2. City shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas that interferes in any way with the use of the Common Areas by other parties.
3. City's use of the Common Areas shall be subject to the other provisions of this Lease. City's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or City's right to possession of the Premises.
4. Landlord shall be entitled to make such changes in the Common Areas as it deems appropriate and to determine the nature and extent of all Common Areas. Landlord shall have the right to close all or any portion of the Common Areas, in which case Landlord shall provide advance written notice to the City. Landlord reserves the right to use, or to permit or deny the use of the Common Areas for any purpose that in Landlord's sole reasonable opinion may be in the best interests of the Landlord's Ownership Interest of the Property, including without limitation promotions, events, exhibits, displays, shows and other activities.
5. The Common Areas, at Landlord's election, may include areas in adjoining properties that are or become available to Landlord. Without limiting the generality of the foregoing, the Common Areas may include, as designated by Landlord from time to time, building roofs, exterior walls, foundations, sidewalks, streets or roadways, passageways, service corridors, loading platforms, truck docks, delivery areas, ramps, stairs, landscaped areas, directory signs and equipment, common lighting facilities, common drainage facilities and areas, restrooms, drinking fountains and all other decorations, fixtures, improvements and other common facilities located in or serving any of the foregoing, except to the extent reserved for use by designated tenants.

**XIII. REPAIRS AND MAINTENANCE, CITY'S NEGLIGENCE AND SUBSTANTIAL DAMAGE.**

1. Landlord Repairs and Maintenance.
  - A. The Landlord shall, at its sole cost and expense, make all necessary repairs and replacements to the Premises, including the heating system, air conditioning system, roof, mechanical and electrical equipment, the exterior and interior

architectural finish, light fixtures, bathroom fixtures, together with related plumbing or electrical services, and any other fixtures owned by the Landlord, and keep all said property and equipment and fixtures in good and tenantable condition during the term of this Lease, except that (1) Landlord shall not be required to make any repairs occasioned by the act or negligence of City, and (2) Landlord's maintenance obligation does not include routine replacement of lightbulbs within the Premises or correction of sink or toilet stoppages in the Premises restroom or breakroom which result from plumbing fixture misuse.

- B. Landlord shall maintain all Common Areas of the Landlord's Ownership Interest.
- C. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, City shall give immediate written notice thereof to Landlord, and City shall not be responsible in any way for failure to make any such repairs.
- D. If any portion of the Landlord's Ownership Interest or Premises is damaged through the fault or negligence of City, then City shall promptly and properly repair the same at no cost to Landlord; provided, however, that Landlord may, at its option, make such repairs and City shall, after receipt of itemized invoice, on demand, pay the reasonable and actual cost thereof to Landlord.
- E. If Landlord fails to perform its obligations under this Section, City will deliver a written notice to Landlord describing its failure and Landlord shall commence repairs or maintenance within ten (10) business days after receipt of such notice and shall diligently prosecute such repairs or maintenance to completion.
- F. If Landlord fails to make or commence to make repairs within ten (10) business days after Landlord's receipt of City's notice, then upon an additional three (3) business days' notice, City may perform the repairs or maintenance and Landlord will reimburse City for the actual, reasonable cost after City's written request accompanied by written substantiation of City's cost. If Landlord fails to reimburse City within thirty (30) days after Landlord's receipt of City's request for payment, accompanied by reasonable detailed backup, then City may deduct the actual, reasonable cost from the Rent.
- G. If Landlord's failure to perform its obligation adversely and materially affects City's business operations in the Premises, or in the event of emergency causing an imminent threat to human life and safety or substantial property damage, then upon such notice as is reasonable and practicable under the circumstances, City may perform the repairs or maintenance and be reimbursed by Landlord for the actual, reasonable cost of such performance. If Landlord does not reimburse City within thirty (30) days after delivery by City of request for reimbursement, accompanied by reasonably detailed backup, City may deduct

the actual, reasonable cost of such performance from Base Rent thereafter coming due. City may exercise other remedies available under this Lease, at law or in equity.

H. If Landlord makes any repairs pursuant to this Section, Landlord shall use reasonable efforts to prevent damage to City's property. Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs or arising out of the repairs themselves, unless the damage results from the Landlord's, its employees' or agents' negligence or willful misconduct. Landlord shall not be liable or responsible for breakdowns or temporary interruptions in access or utilities nor for interference with City's business or City's access to the Premises during the course of repairs or remedial work, unless resulting from the negligence or willful misconduct of Landlord. Notwithstanding anything herein to the contrary, Landlord shall not be liable for consequential, punitive, special or speculative damages.

2. City Repairs and Maintenance. City shall maintain, repair and replace its own furniture, fixtures, and equipment.
3. Janitorial Services and Trash Removal. City is responsible for all janitorial services related to the cleaning of the Premises during the term, including replacement of paper products in the interior restroom and breakroom. Landlord will provide a common refuse receptacle for City's use at or adjacent to the nearby alley, and Landlord will arrange and pay for regular refuse removal from the receptacle.
4. Fire or Other Casualty Loss. In the event of damage to or destruction at the Premises by fire or other casualty which is not so extensive as to prevent restoration within ninety (90) days, Landlord, at its sole cost and expense, shall commence restoration of the Premises within thirty (30) days after City provides notice in writing to Lessor of such casualty. Unless otherwise agreed to in writing between the Parties, the restoration shall proceed diligently and be completed no more than ninety (90) days after the date the work began, and Landlord shall restore the Premises to as good a condition as they were immediately prior to such casualty. If the City reasonably determines that the damage has rendered the Premises untenable, in whole or in part, there shall be a just and proportionate part of the rent abated until the Premises have been fully repaired and restored. If the Premises are damaged so extensively they cannot, in the City's reasonable opinion, be restored within ninety (90) days after commencement of such repairs, City may, at its option, by written notice to Landlord, terminate this Lease prospectively effective as of the date of the casualty to the leased Premises, and the balance of the purchase price for the City's Interest in the Rosenwald Building pursuant to the Purchase Agreement and Landlord's Promissory Note shall be due in full to be paid by the Landlord to the City within sixty (60) days of the date of Landlord's receipt of notice of termination from the City. The balance shall be calculated as the difference between (a) \$340,615.00 and (b) the amount

credited by virtue of the Lease and the City's tenancy through the date of the casualty, pursuant to the terms of the Purchase Agreement and this Lease.

5. Adverse Conditions. In the event of dangerous or adverse weather or other conditions, City shall make their own decision as to the closure of the Premises and shall be responsible for salting public entrances to the Premises.

**XIV. PARKING.** There shall be no parking associated with this Lease.

**XV. SURRENDER UPON TERMINATION.**

1. At the expiration of the Term of this Lease, City shall surrender the Premises to the Landlord in as good condition as it was in at the beginning of the Term, reasonable use, wear and tear excepted, clean and free of debris.
2. City shall remove from the Premises City's personal property, including any trade fixtures and any fixtures and improvements that, pursuant to Section VII, paragraph 5, can be removed without causing damage to the Premises and of which City has retained sole ownership.
3. Subject to Section VII, paragraph 5, any and all improvements made to the Premises during the term hereof shall, unless Landlord requests their removal, belong to the Landlord without compensation, allowance or credit to City, except movable trade fixtures, furnishings and equipment of the City, which can be removed without defacing the Premises or the Property. City shall repair any damage to the Premises occasioned by the installation or removal of City's trade fixtures, furnishings and equipment.
4. Any of City's personal property left by City at the expiration of the Term of this Lease and not removed shall, at the option of the City, become the property of the Landlord and the Landlord shall be entitled to use, sell or otherwise dispose of such personal property.

**XVI. ALTERATIONS AND LIENS.**

1. Alterations.
  - A. With the exception of the "finishing" upgrades under Section VII, paragraph 5, City shall not make any alterations, improvements, additions or changes to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.
  - B. In the event that City makes any alterations to the Premises, City agrees to use only contractors licensed and insured in the State of New Mexico and City shall ensure that all work is performed in a good and workmanlike manner, all materials used are of a quality comparable to or better than those in the Premises

and all alterations shall be done in accordance with plans and specifications approved by Landlord.

- C. Prior to the commencement of work on any improvement or alteration, City and Landlord shall coordinate to ensure that Landlord has adequate opportunity to make any required posting of notices so as to avoid potential penalties and/or liability for liens.
2. Liens. City will pay all costs of construction done by it or caused to be done by it on the Premises as permitted by this Lease. City will keep the Property free and clear of all construction, mechanic's, materialman's, laborer's and supplier's liens, resulting from construction done by or for City. The interest of Landlord in the Premises and the Landlord's Ownership Interest shall not be subject to liens for improvements made by City. Any lien filed by any contractor, materialman, laborer or supplier performing work for City shall attach only to City's interest in the Premises. If any construction, mechanic's, materialman's, laborer's or supplier's lien is ever claimed, fixed or asserted against the Premises or any other portion of the Property in connection with any such City work, City shall, within 30 days after receipt by City of notice of such lien, discharge same as a lien either by payment or by posting of any bond as permitted by law. If City shall fail to discharge any such lien, whether valid or not, within 30 days after receipt of notice from City, Landlord shall have the right, but not the obligation, to discharge such lien on behalf of City and all reasonable and actual costs and expenses incurred by Landlord associated with the discharge of the lien, including, without limitation, reasonable attorneys' fees, which costs and fees shall be immediately due and payable by City.

## **XVII. UTILITIES.**

1. Landlord's Responsibility.
  - A. Landlord shall be responsible for connecting, maintaining and paying for utility service for water, gas and electric to the Premises, including the posting of any required deposits.
  - B. City shall not install any equipment or fixtures, or use the same, in any manner that exceeds the safe and lawful capacity of any utility equipment or lines serving the Premises.
  - C. Landlord shall not be liable in damages or otherwise for any failure, variation, shortage or interruption of any utilities or service that does not arise out of Landlord's actions or omissions, and City shall not be entitled to terminate this Lease or abate any portion of the Rent as a result thereof.
  - D. Notwithstanding anything contained herein to the contrary, if an interruption of City's utilities results from Landlord's or its agents' or contractors' negligence

or misconduct, and City as a result of such interruption is not able to operate in the Premises for longer than twenty-four (24) consecutive hours, then commencing with the twenty-fifth hour and for each hour until service is restored and City is able to resume operation as usual in the Premises, City shall be entitled to assess against Landlord all costs incurred by the City to operate its APD substation at a different location .

- E. Regardless of the cause of the interruption, in the event of a service interruption of water, electric or gas service, Landlord shall use commercially reasonable efforts to have the interrupted utility service to the Premises restored as soon as reasonably possible.
- F. Landlord shall additionally arrange directly for all refuse removal services from the common building trash receptacle(s) and shall cause all refuse to be removed with sufficient frequency to prevent odors or accumulation.

## 2. City's Responsibility.

- A. The City shall be responsible for connecting, maintaining and paying for telephone, telecommunications and/or networking services in the Premises (including but not limited to wireless, digital subscriber line (DSL), satellite and/or cable), and for any security systems and monitoring used by the City, including any deposits that may be required.
- B. Landlord understands and agrees that connection of such service(s) may require that the providers attach, install and/or affix cables or other equipment to the inside and/or outside of the structure being leased by the City, that such attachment and installation is standard and routine in the industry and is necessary for the provision of such services, and Landlord therefore grants to City the necessary permission to allow the authorized installers for the service providers to do so.

## **XVIII. DEFAULT AND REMEDIES.**

- 1. Default. The occurrence of any one or more of the following events shall constitute a default by City ("Default"):
  - A. The abandonment of the Premises by City for a period of ninety (90) consecutive calendar days, where "abandonment" means ceasing to conduct any business whatsoever at or on the Premises.
  - B. The failure by City to observe or perform any of the material, express covenants or provisions of this Lease, where such failure shall continue for a period of thirty (30) consecutive calendar days after City's receipt of written notice thereof from the Landlord, provided that if the nature of City's default is such that more than thirty

(30) consecutive calendar days are reasonably required for its cure, then City shall not be deemed to be in default if City commences to cure within the thirty (30) day period, and thereafter diligently and continuously prosecutes such cure to completion.

2. Landlord's Remedies. In the event of Default by City, as defined above, the Landlord, in addition to any other remedies set forth in this Lease, may at its discretion without further notice or demand, exercise any one or more of the following remedies:

A. Landlord may terminate the Lease for Default by the City by providing written notice to the City specifying the date for termination, which will also serve as the date by which the City is to vacate the Premises and the date on which the Landlord shall be entitled to retake possession. In such event this Lease and the leasehold estate hereby created shall automatically terminate upon that date with the same force and effect and to the same extent as if the specified termination date was the day originally fixed in this Lease for the expiration of the Lease Term. In the event Landlord terminates the Lease under this Section, the Parties understand and agree to proceed pursuant to the following provisions, which are necessary to ensure that all accounting for this business transaction tracks and aligns as originally intended pursuant to the terms of this Lease and the original Purchase Agreement.

- a. If termination occurs during the first six (6) years after the Lease Commencement Date:
  - i. the City shall have the obligation to reimburse Landlord for tenant improvements pursuant to the "Tenant Improvement Termination Reimbursement Schedule" attached as **Attachment E** hereto and incorporated herein (the "TI Reimbursement"); and
  - ii. The balance of purchase price for the City's Interest in the Rosenwald Building shall be due in full to be paid by the Landlord to the City within thirty (30) days of the termination of the Lease. The balance due shall be calculated as the difference between (a) \$340,615.00, and the sum of (b) the TI Reimbursement, plus (c) the amount credited by virtue of the Lease and the City's tenancy through the date of the termination pursuant to the terms of the Purchase Agreement and this Lease.
- b. If termination occurs at least six (6) years or more after the Lease Commencement Date:
  - i. the City shall have no monetary reimbursement obligation to Landlord for tenant improvements to the Premises; and



- ii. The balance of purchase price for the City's Interest in the Rosenwald Building shall be due in full to be paid by the Landlord to the City within thirty (30) days of the termination of the Lease. The balance due shall be calculated as the difference between (a) \$340,615.00, and (b) the amount credited by virtue of the Lease and the City's tenancy through the date of the termination pursuant to the terms of the Purchase Agreement and this Lease.

B. Alternatively, Landlord may continue this Lease in effect, and as long as the Landlord does not terminate City's right to possession, Landlord may enforce all of its rights and remedies under the Lease.

**XIX. RIGHT OF ENTRY.** Upon ten (10) days advance notice to the City, the Landlord, its agents and other representatives shall have the right to enter into and upon the Premises or any part thereof at reasonable times for the purpose of inspecting the Premises or making repairs or alterations therein as may be necessary for the safety and preservation of the Premises. In the event of an emergency as determined by the Landlord, the Landlord, its agents and other representatives may enter at any time, without the aforementioned notice.

**XX. ASSIGNMENT AND SUBLETTING.** City shall not assign this Lease or sublet the whole or any part of the Premises at any time for any reason without the Landlord's prior written approval, which approval will not be withheld unreasonably. Landlord shall not assign or transfer, in whole or in part, any of Landlord's rights and obligations hereunder, or the Premises, without City's prior written approval, which approval will not be withheld unreasonably.

**XXI. TAXES AND ASSESSMENTS.** To the extent applicable, City shall promptly pay all personal property taxes and other exactions assessed or assessable and pay all license and permit fees applicable to the City's operation, and acquire and keep current all licenses, municipal, state or federal, required as a result of the City's operation on the Premises and shall not allow any of said taxes, excises or fees to become delinquent.

**XXII. INSURANCE.** The City agrees to self-insure such equivalent amounts of insurance in the kinds and amounts set forth below, throughout the Term (including any holding over period and any extended term) of this Lease:

1. City is self-insured for general liability insurance with limits prescribed in Section 4-4-19 of the New Mexico Tort Claims Act, NMSA 1978.
2. City is self-insured for workers' compensation exposure as to comply with the laws and regulations of the State of New Mexico up to \$2,000,000 per occurrence and City shall carry at all times such workers' compensation insurance for losses exceeding \$2,000,000. City shall provide Landlord with a letter of self-insurance prior to the date of occupancy by City; and, within thirty (30) days of each anniversary of City's

providing such proof of insurance. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Lease. Any liability incurred in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1 et seq., NMSA 1978, as amended. The insurance policies described in this Section XXII shall be reasonably acceptable to Landlord in form and content, and (ii) shall not be materially changed without at least ten (10) days prior written Notice to Landlord.

**XXIII. ETHICS AND CAMPAIGN PRACTICES BOARD, FAIR DEALING AND CONFLICT OF INTEREST.**

1. Landlord agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") with any records or information pertaining in any manner to this Lease whenever such records or information are within Landlord's custody, are germane to an investigation authorized by the Board and are requested by the Board. Landlord further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. Landlord agrees to require that all contractors, subcontractors, or sub-consultants employed by Landlord for any of the services performed under the terms of this Lease will agree in writing to comply with the provisions of this paragraph. Landlord, will not be compensated for its time or any costs it incurs in complying with the requirements of this paragraph.
2. Upon execution of this Lease, or within five (5) days after the acquisition of any interest described in this Section during the Term of this Lease, the Landlord shall disclose in writing to the City whether any City Councilor or other officer or employee of the City has or hereafter acquires any direct, indirect, legal or beneficial interest in the City or in any contract, Lease or agreement between the Landlord and City or in any franchise, concession, right or privilege of any nature granted by the Landlord to the City in this Lease.
3. Landlord covenants and warrants that the only person or firm interested in this Lease as principal or principals is named in this Lease, and that this Lease is entered into by the Landlord without collusion on the part of the City with any person or firm, without fraud and in good faith. The Landlord also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Lease, will be offered or given by the Landlord or any agent or representative of the Landlord to any officer or employee of the City with a view towards securing this Lease or for securing more favorable treatment with respect to making any determinations with respect to performing this Lease.

**XXIV. DISCRIMINATION PROHIBITED.** In the operation and use of the Premises, the Landlord and City shall not on the grounds of race, color, religion, sexual orientation, sexual preference, national origin or ancestry, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 CFR Parts

21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and the New Mexico Human Rights Act. Without limiting the generality of the foregoing, the Landlord and City shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sexual preference, national origin or ancestry, age, or physical or mental handicap. Such action will include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. The Landlord and City agree to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

**XXV. AMERICANS WITH DISABILITIES.** City and Landlord agree to meet all applicable requirements of the American with Disabilities Act of 1990, as amended, and all applicable rules and regulations, as amended, (the "ADA"), that are imposed directly on City or Landlord or that would be imposed on the City as a public entity. Landlord agrees to be responsible for the requirements of the ADA with respect to the accessibility of the Premises itself or the Renovation, and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings brought against said Parties alleging a violation of the requirements of the ADA with respect to the accessibility of the Premises itself or the Renovation. However, City is solely responsible for ADA compliance with respect to City's own trade fixtures, furnishings and equipment within the Premises.

**XXVI. BROKER.** Landlord warrants and represents that it has not consulted or negotiated with any broker or finder with regard to the Premises or this Lease. If Landlord shall be in breach of the foregoing warranty, Landlord shall indemnify the City against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone having dealt with the City.

**XXVII. MISCELLANEOUS.**

1. Waiver of Default. No failure by the Landlord or City to insist upon the strict performance of any term, condition, or covenant of this Lease or to exercise any right or remedy available on the breach thereof, and no acceptance of full or partial rent during the continuance of any breach will constitute a waiver of any breach or of any term, condition, or covenant. No obligation of this Lease that Landlord or City is required to perform and no breach thereof, will be waived, altered, or modified, except by written instrument executed by the City and Landlord.
2. Relation to Other Leases. This Lease is separate and distinct from and shall be construed separately from any other agreement between Landlord and City or the Landlord and any other tenant.
3. Time Is Of The Essence. Time is of the Essence in the performance of this Lease.

4. Governmental Right and Powers. Nothing in this Lease shall be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the Landlord in the Premises or waiving or limiting Landlord's management, operation or maintenance of the remainder of the Building containing the Premises, except as specifically provided in this Lease, nor as impairing, exercising or defining governmental rights and the police powers of the City.
5. Exhibits. All certificates, documents, exhibits, attachments, riders, and addenda, if any, referred to in this Lease, including but not limited to the exhibits referred to in this Lease, are hereby incorporated into this Lease by reference and are made a part hereof as though set forth in full in this Lease to the extent they are consistent with the terms and conditions of this Lease.
6. No Partnership or Agency. Nothing contained in this Lease is intended or shall be construed in any respect to create or establish any relationship other than that of landlord and tenant, and nothing herein shall be construed to establish any partnership, joint venture or association or to make City the general representative or agent of Landlord for any purpose whatsoever.
7. Force Majeure. In the event Landlord or City is delayed, hindered or prevented from performing any act or thing required hereunder (other than payment of rent and the offsetting payment under the Promissory Note) by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Landlord or City, neither Party shall be liable for the delay, and the period for the performance by either party shall reasonably be extended for a period equivalent to the period of such delay.
8. Contract Review. Landlord and City acknowledge that they have thoroughly read this Lease including all exhibits thereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. Landlord and City further acknowledge that this Lease is the result of negotiations between them and that this Lease shall not be construed against either party hereto by reason of that Party's preparation of all or part of this Lease.
9. Notices. Any notice from one Party to the other must be in writing and shall be deemed duly given three days after deposit in the United States Mail if mailed by registered or certified mail, return receipt requested, or upon receipt or refusal to accept if personally delivered or deposited with a national overnight deliver courier who obtains written confirmation of delivery, addressed to the other Party at the address set below, or such other address as either party may designate in writing. The Parties shall be responsible for notifying each other of any change of address. Rejection or other refusal to accept or the inability to deliver because of changed address of which

no notice was given shall be deemed to constitute receipt of the notice, demand or request which was sent.

Notice to Landlord

Townsite QO21, LLC  
Attn: Edward T. Garcia  
PO Box 26207  
Albuquerque, New Mexico 87125-6207

With a copy for Landlord to:

Townsite QO21, LLC  
Attn: Rosae L. Gibson, Controller  
c/o Garcia Automotive Group  
8301 Lomas Blvd. NE  
Albuquerque, New Mexico 87110

Notice to City

City of Albuquerque  
One Civic Plaza, 11th Floor  
Attn: Chief Administrative Officer  
P.O. Box 1293  
Albuquerque, New Mexico 87103

With a copy for City to:

Real Property Division Manager  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, New Mexico 87103

10. Other Transactions Encumbering Landlord's Ownership Interest. Landlord may at any time and from time to time grant, receive, dedicate, relocate, modify, surrender or otherwise deal with easements, rights of way, restrictions, covenants, equitable servitudes or other matters affecting the Property, provided that for the duration of this Lease, none of the above referenced activities or transactions shall be permitted to interrupt or interfere with the peaceful enjoyment of the Premises by the City.
11. Severability. In the event any covenant, condition or provision herein is held to be void, voidable, invalid, illegal or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable, or, if it cannot be so amended, without material altering the intention of the Parties, it shall be stricken. If stricken, all other

covenants, conditions and provision of this Lease shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the Landlord or City in its respective rights and obligations contain in the valid covenants, conditions or provisions of this Lease.

12. Authorization. If Landlord executes this Lease as a corporation or partnership, then Landlord and the person(s) executing this Lease on behalf of Landlord, represent and warrant that such entity is duly qualified to do business in the State of New Mexico and that the individuals executing this Lease on Landlord's behalf are duly authorized to execute and deliver this Lease on Landlord's behalf. Landlord represents and warrants that it is the fee simple owner of the Premises, via quitclaim deed from the City pursuant to the Purchase Agreement, and that it has all requisite authority and approval to enter into this Lease.
13. Headings and Captions. Captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.
14. Attorney's Fees. If either Party to this Lease institutes any action or proceeding in court to enforce any provision hereof, for damage by reason of an alleged breach of any provision of this Lease, for a declaration of such Party's rights or obligations hereunder, or for any other judicial remedy, each party shall be responsible for its own attorney's fees (including the reasonable fees and disbursements and charges of internal legal counsel) and litigation expenses, including, but not limited to expert witness fees, and service of process fees.
15. Choice of Law/Venue. This Lease shall be construed under the laws of the State of New Mexico. The Parties agree that venue for any suit, action, or proceeding arising out of this Lease shall be in Bernalillo County, New Mexico. The Parties irrevocably admit themselves to, and consent to, the jurisdiction of said court. The Parties further acknowledge that they have fully and fairly bargained for the terms of this Section. The provisions of this Section shall survive the expiration or earlier termination of this Lease.
16. Final Dates. If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline shall be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word "days" is used herein, it shall be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made.
17. Multiple Counterparts. The Lease may be signed in multiple counterparts or with detachable signature pages, but in either, or both, circumstances shall constitute one instrument, binding upon all Parties thereto as if all Parties signed the same document.

18. Entire Agreement and Modification.

- A. Entire Agreement. This Lease, including the attached Exhibits and the Purchase Agreement to which this Lease is an Exhibit, collectively constitute the full and final agreement of the Parties and incorporate all of the conditions, agreements, and understandings between the Parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Lease. All prior negotiations and agreements are merged into this Lease and the referenced documents and Exhibits. No other prior condition, agreement, or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Lease.
- B. Modification. No subsequent agreement may modify this Lease unless it is in writing and signed by authorized representatives of the Parties. This Lease represents the entire contract between the Parties, and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the Parties hereto.

**IN WITNESS WHEREOF**, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AS OF THE DATE indicated by each signature, and the Lease is effective after approval by the City Council and then only upon the signature of the City's Chief Administrative Officer or his authorized designee.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

**CITY:**

**CITY OF ALBUQUERQUE**

**A New Mexico Municipal Corporation**

Approved by the City Council

Date and EC#

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Sarita Nair, Chief Administrative Officer

Date: \_\_\_\_\_

**Recommended and Approved By:**

---

Harold Medina, Police Chief

Albuquerque Police Department

Date: \_\_\_\_\_



**Landlord:**

**Townsite QO21, LLC**

A New Mexico Limited Liability Company

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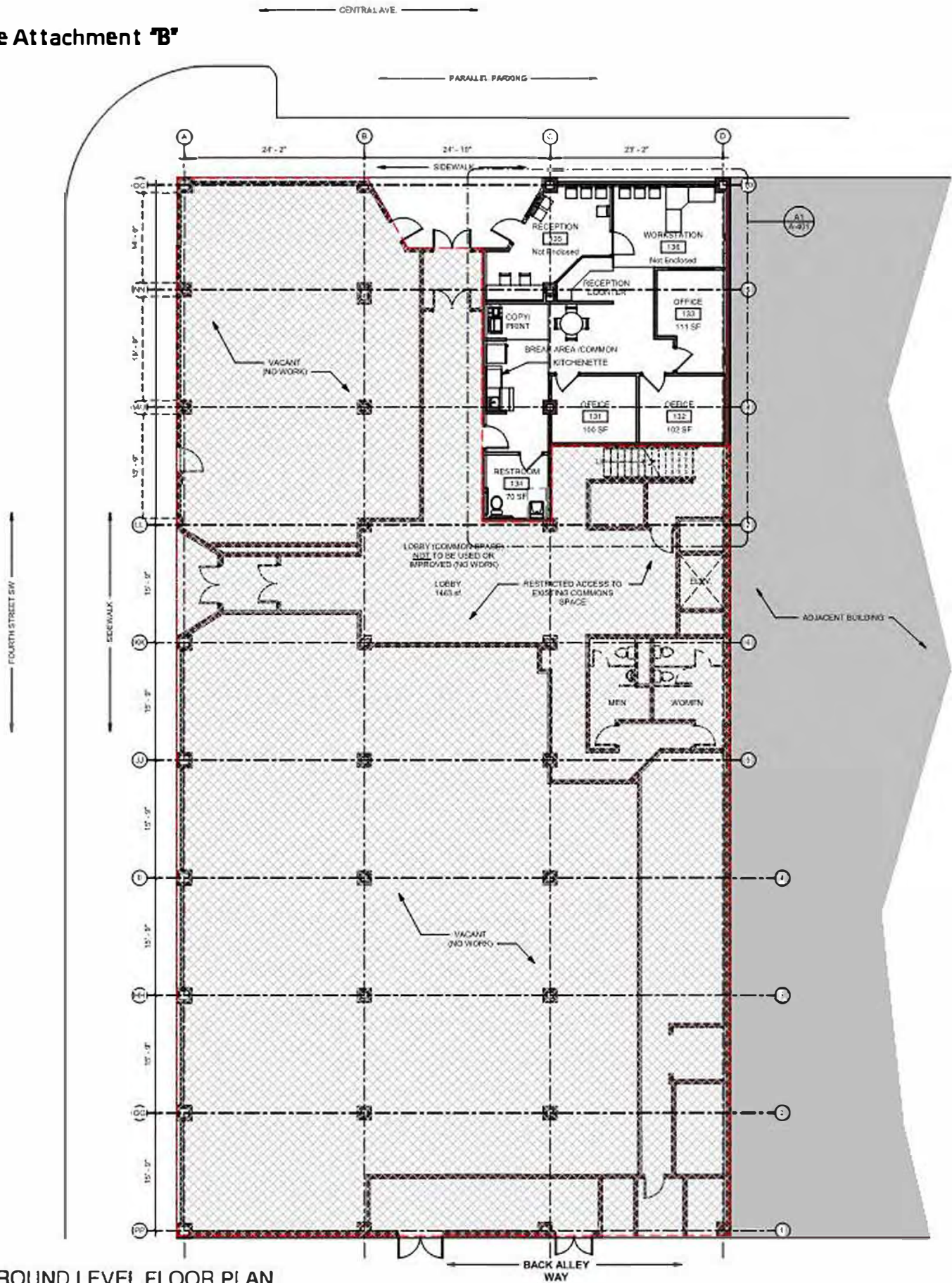
Edward T. Garcia, Managing Member

Date: \_\_\_\_\_

**Lease Attachment "A" The  
Property**

Units No. 100, 110, 120, 130, 140, 150, 160, 200, 210, 220, 230, 240 and 250 of the ROSENWALD BUILDING CONDOMINIUMS as established by that certain Condominium Declaration of Rosenwald building Condominiums recorded September 27, 2007, as Document No. 2007138160 records of Bernalillo County, New Mexico and the Condominium Plat of ROSENWALD BUILDING CONDOMINIUMS, Lots 10-12, Block 17, New Mexico Town Company's Original Townsite, Section 10, T.10N, R.3E., N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on the common elements appurtenant to said unit and the limited common elements that may be appurtenant to said unit, pursuant to said declaration.

Lease Attachment 'B'



**A1** GROUND LEVEL FLOOR PLAN  
1/8" = 1'-0"

**LEASE ATTACHMENT "C" - page 1 of 19****Rosenwald Building - APD Tenant Improvements - 1,126 s/ft  
Landlord's Build-Out Allowance/Budget**

Division of FBT Cost- Opinion 7/24/2020	Item	Budget and Allowance Amount
Division 1	<b>Permit/Cleaning</b>	\$6,000.00
Division 2	<b>Existing Conditions</b>	
	Remediation & Demolition	\$41,192.04
	Mold Cleanup	\$5,000.00
Division 3	<b>Concrete patching &amp; repair</b>	\$1,500.00
Division 4	<b>Masonry – None</b>	
Division 5	<b>Metals – None</b>	
Division 6	<b>Woods</b>	
	Wood blocking	\$750.00
	Casework	\$8,400.00
Division 7	<b>Thermal/Moisture</b>	
	Sound batts	\$600.00
	Penetration Firestopping	\$1,000.00
	Joint Sealants	\$1,000.00
Division 8	<b>Openings</b>	
	Per FBT estimate	\$28,410.00
Division 9	<b>"Finishes"</b> - Includes walls, paint, acoustical ceiling tile, floor coverings (standard finishes/treatments) Per AIC quote (\$18,500 frame/drywall, \$4,200 ACT, \$4,000 flooring, \$1,800 paint)	\$28,500.00
		\$900.00

## Attachment "C" page 2 of 19

Division 22 **Plumbing**

Per AIC quote – Standard Fixtures	\$12,000.00
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Division 23 **HVAC**

AIC quote – Landlord's share	\$17,500.00
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Additional cost to be paid by City/APD for VRF upgrade per FBT estimate	\$18,575.00
-------------------------------------------------------------------------	-------------

Divisions **Not Applicable**

24 – 25

Division 26 **Electrical**

Power Distribution/Service – Per FBT estimate	\$51,422.40
-----------------------------------------------	-------------

Low Voltage Systems Rough-in for City/APD Low Voltage Systems Vendors Only – Per AIC quote	\$3,000.00
--------------------------------------------------------------------------------------------	------------

Lighting – Per AIC quote (20 standard fixtures at \$200 each)	\$4,000.00
---------------------------------------------------------------	------------

Special PNM Contingency	\$10,000.00
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Network, IT, Access Control, Alarm	<b>City/APD will cover cost of all Network, IT, Access Control and Alarm</b>
------------------------------------	------------------------------------------------------------------------------

Architect Fees	<b>City/APD will cover cost of all FBT Architect fees, including any already incurred and fees (if any) for any additional drawings required for permit</b>
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Subtotal	\$221,174.44
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AIC Overhead at 7%	\$15,482.00
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AIC Profit at 4.25%	\$9,466.00
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AIC Insurance at 2.25% (No payment/performance bonds – private/not public job)	\$4,976.00
--------------------------------------------------------------------------------	------------

Subtotal	\$251,098.44
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NMGRT at 7.8750%	\$19,774.00
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Subtotal	\$270,842.44
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5% Contingency	\$13,542.12
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Total	Total Tenant Improvement Allowance \$284,384.56
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# ROSENWALD BUILDING PARTIAL GROUND FLOOR T.I.



100% DESIGN DEVELOPMENT 07/24/2020

GENERAL

- G-000 COVER SHEET
- G-010 ACCESSIBILITY GUIDELINES

ARCHITECTURAL

- A-101 OVERALL FLOOR PLAN
- A-401 ENLARGED PLAN & REFLECTED CEILING PLAN
- A-402 INTERIOR BUILDING ELEVATIONS
- A-601 DOOR-WINDOW SCHEDULE

MECHANICAL

- M-001 MECHANICAL LEGEND
- MH-101 HVAC FIRST FLOOR PLAN
- MP-101 MECHANICAL PIPING FIRST FLOOR PLAN
- M-501 MECHANICAL DETAILS
- M-701 MECHANICAL SCHEDULES

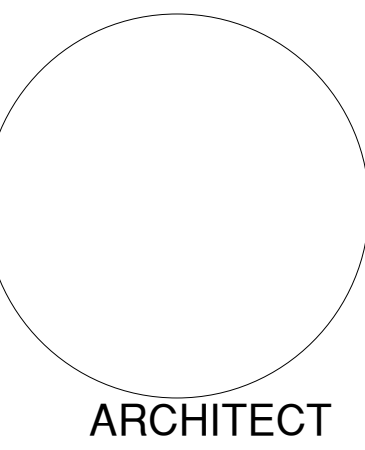
ELECTRICAL

- E-001 ELECTRICAL LEGEND
- E-002 ELECTRICAL SPECIFICATIONS
- E-003 ELECTRICAL SPECIFICATIONS
- EP-100 BUILDING SERVICE FLOOR PLAN
- EP-101 POWER FIRST FLOOR PLAN
- E-601 ELECTRICAL DIAGRAMS

CONSULTANTS

M/E/P/FP  
Bridgers and Paxton  
4600-C Montgomery Blvd. NE  
Albuquerque, New Mexico 87109  
p\_505.883.4111 f\_505.888.1436

CONSULTANT



ARCHITECT

ROSENWALD BLDG

DESIGN  
DEVELOPMENT

7/24/2020

MARK	DATE	DESCRIPTION
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ISSUE:
DATE:
PROJECT NO: -
CAD DWG FILE:
DRAWN BY: FBT
CHECKED BY: FBT

SHEET TITLE
COVER SHEET

G-000

VICINITY MAP

PROJECT LOCATION







ALL FIXTURES AND ACCESSORIES SHALL COMPLY WITH ADA, ANSI, UFAS, AND LOCAL AND STATE BUILDING CODE REQUIREMENTS. ALL HEIGHTS, DIMENSIONS AND CLEARANCES FOR PLUMBING FIXTURES, CASEWORK, COUNTERTOPS, ACCESSORIES, SIGNAGE, ACCESSIBLE ROUTES, ETC. SHALL BE STRICTLY HELD TO ADA, ANSI, AND LOCAL AND STATE REQUIREMENTS. IN THE EVENT OF CONFLICTING REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENTS SHALL APPLY.

CONSULTANT

ARCHITECT

**ROSENWALD BLDG**

## DESIGN DEVELOPMENT

7/24/2020

MARK	DATE	DESCRIPTION
------	------	-------------

ISSUE:	
DATE:	
PROJECT NO:	-
CAD DWG FILE:	
DRAWN BY:	Author
CHECKED BY:	Checker

SHEET TITLE

## ACCESSIBILITY GUIDELINES

G-010



**WAY**

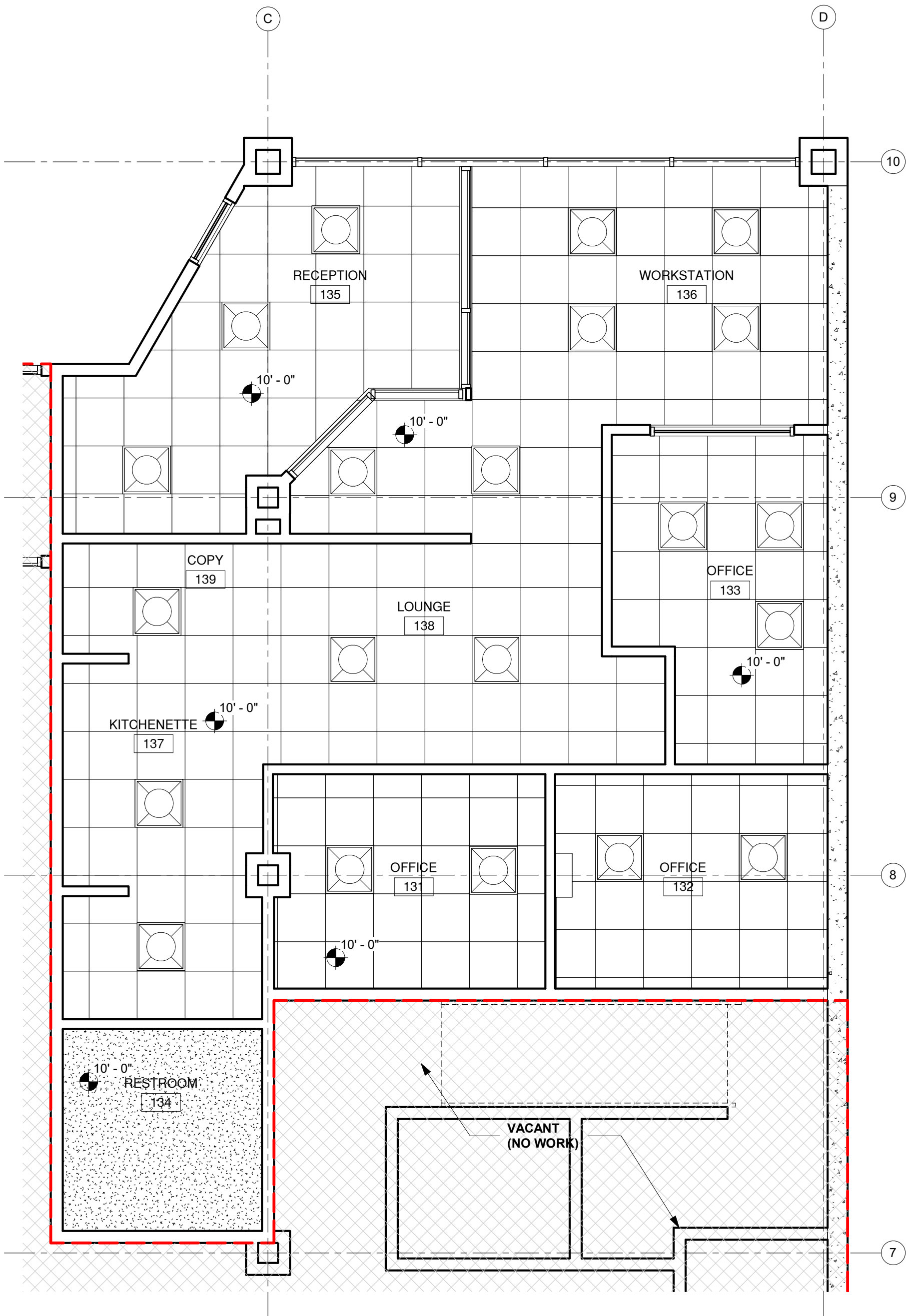
1 RECEPTION / WAITING	167 SF
1 WORKSTATIONS/WORK AREA	162 SF
3 OFFICES	312 SF
1 KITCHENETTE	122 SF
1 UNISEX RESTROOM	70 SF
BREAK / COMMON AREA & REC. DESK	207 SF
1 COPY/PRINT AREA	80 SF
<hr/>	
TOTAL GSF:	1120 S



ROOM FINISH SCHEDULE								
ROOM NAME	NUMBER	CEILING FINISH	N. WALL FINISH	S. WALL FINISH	E. WALL FINISH	W. WALL FINISH	FLOOR FINISH	BASE FINISH
OFFICE	131	ACT	PT1	PT2	PT1	PT1	CPT1	VB1
OFFICE	132	ACT	PT1	PT2	PT1	PT1	CPT1	VB1
OFFICE	133	ACT	GLS 1	PT1	PT1	PT2	CPT1	VB1
RESTROOM	134	GYP	PT1	PT1	PT1	PT1	CPT1	VB1
RECEPTION	135	ACT	PT1	PT1	PT1	PT1	CPT1	VB1
WORKSTATION	136	ACT	PT1	PT1	PT1	PT1	CPT1	VB1
KITCHENETTE	137	ACT	PT1	PT1	PT1	PT1	CPT1	VB1
ROOM	138	ACT	PT1	PT1	PT1	PT1	CPT1	VB1
COPY	139	ACT	PT1	PT1	PT1	PT1	CPT1	VB1

2 ROOM FINISH SCHEDULE

ROOM FINISH LEGEND			
CODE	ITEM	FINISH	COMMENTS
WALL FINISHES:			
PT1	FIELD COLOR TBD		
PT2	ACCENT COLOR TBD		
GLS 1	SCHOOL-GUARD, BULLET RESISTANT GLASS - IN ALUMINUM STOREFRONT WINDOW SYSTEM		
CEILING FINISHES:			
GYP	GYPSUM BOARD		
ACT	ACOUSTIC CEILING TILES 4'-0" X 2'-0"		
FLOOR FINISHES:			
CPT 1	CARPET TILES		
BASE FINISHES:			
VB1	6" VINYL BASE		



B1 ENLARGED REFLECTED CEILING PLAN

REFLECTED CEILING LEGEND

BUILDING /WALL SECTION

SPOT ELEVATION

GYPSUM BOARD CEILING, TAPE, TEXTURE AND PAINT.

ACOUSTICAL CEILING PANEL SYSTEM

2' X 4' ACOUSTIC. LAY-IN CEILING TILE. SEE SEISMIC BRACING DETAIL E2/A-122. TYPE B, UNLESS NOTED OTHERWISE

LIGHT FIXTURES. NOT ALL TYPES SHOWN IN THIS LEGEND. SEE ELECTRICAL FOR COMPLETE FIXTURE SCHEDULE

NOTE: REFER ALSO TO ELECTRICAL AND MECHANICAL DRAWINGS FOR REFLECTED CEILING PLAN ITEMS NOT SHOWN OR NOTED ON ARCHITECTURAL REFLECTED CEILING PLANS

- GENERAL NOTES
- A.

CONTRACTOR SHALL PERFORM DAILY CLEANUP WHEN FINISH GRADE WORK IS BEING PERFORMED.
- B.

PROVIDE WOOD BLOCKING IN ALL WALLS FOR SUPPORT OF PARTITIONS, SIGNAGE, ACCESSORIES, AND OTHER WALL SUPPORTED ITEMS AS REQUIRED.
- C.

SEE ANSI GUIDELINES FOR INFORMATION REGARDING ACCESSIBILITY REQUIREMENTS.
- D.

PROVIDE SEALANT AT INTERSECTIONS OF ALL DISSIMILAR MATERIALS.
- E.

COORDINATE ALL PLUMBING FIXTURES WITH THE PLUMBING DRAWINGS. IN CASE OF ANY DISCREPANCY, NOTIFY ARCHITECT AND ENGINEER PRIOR TO ROUGH-IN OF INSTALLATION.
- F.

PROVIDE WATER RESISTANT GYPSUM BOARD AT ALL WET LOCATIONS.
- G.

SEE A-601 FOR DOOR AND WINDOW FRAME ELEVATIONS.
- H.

SEAL ALL EXISTING PENETRATIONS, HOLES OR OTHER UNUSED DAMAGED EXISTING INTERIOR OR EXTERIOR WALL ASSEMBLIES.

- KEYNOTES
- 1

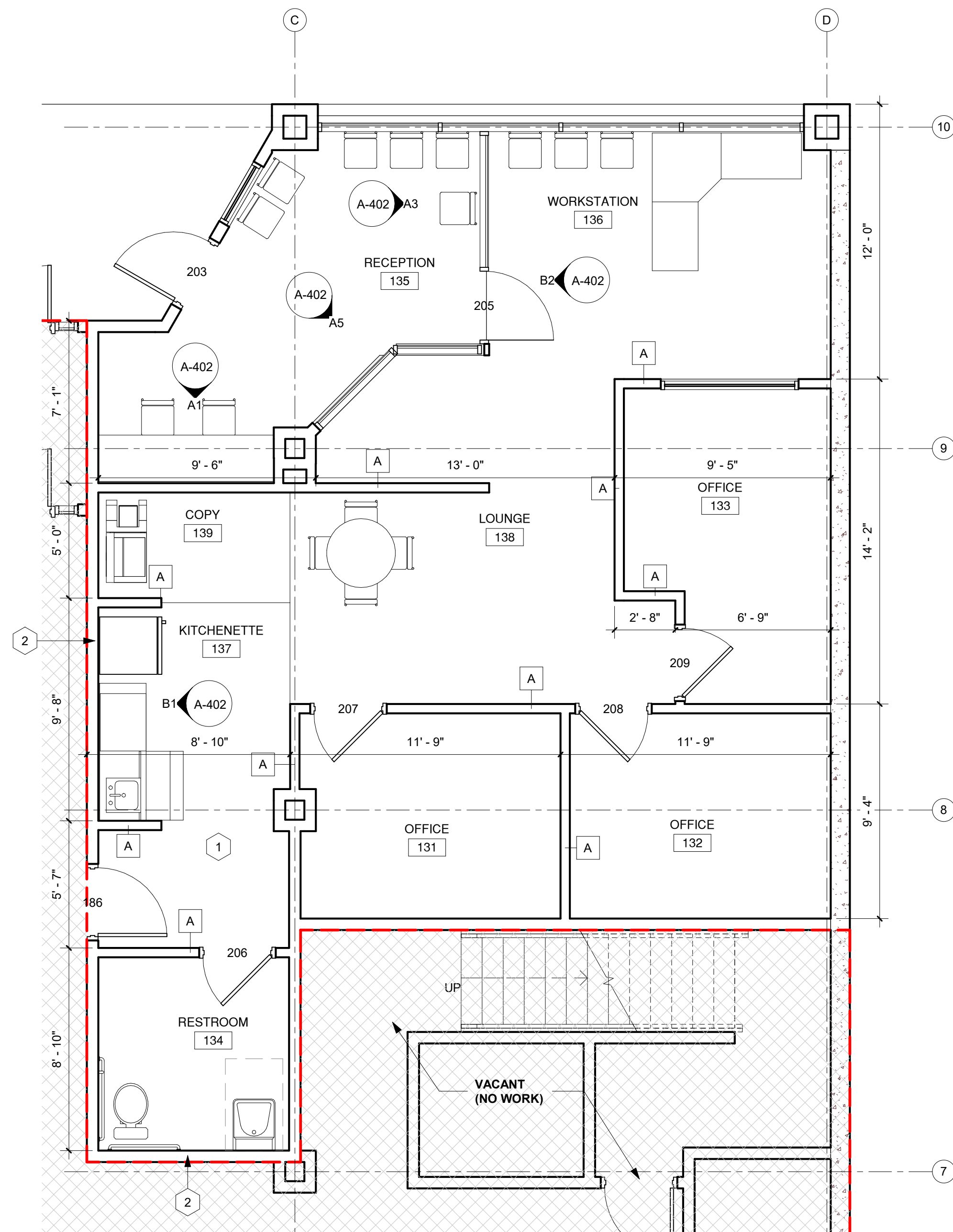
PROVIDE GYP BOARD FUR OUT AT CONCRETE COLUMN
- 2

MODIFY EXISTING WALL TO CREATE 2 HOUR FIRE BARRIER

WALL TYPE SCHEDULE

A

3-5/8" METAL STUDS @ 16" O.C. WITH 5/8" GYP. BOARD ON EACH SIDE. EXTERNAL PARTITION TO 12" ABOVE SUSPENDED CEILING AND PROVIDE DIAGONAL BRACING TO STRUCTURE ABOVE @ 48" O.C.



A1 ENLARGED FLOOR PLAN

fbt | architects

MAIL: 6501 Americas Pkwy NE, Ste. 300  
Albuquerque, NM 87110

PHO: 505.883.5200  
FAX: 505.884.5390  
WEB: www.fbtarch.com

CONSULTANT

ARCHITECT

ROSENWALD BLDG

DESIGN DEVELOPMENT

7/24/2020

MARK	DATE	DESCRIPTION

ISSUE:

DATE:

PROJECT NO: -

CAD DWG FILE:

DRAWN BY: FBT

CHECKED BY: FBT

SHEET TITLE

ENLARGED PLAN & REFLECTED CEILING PLAN

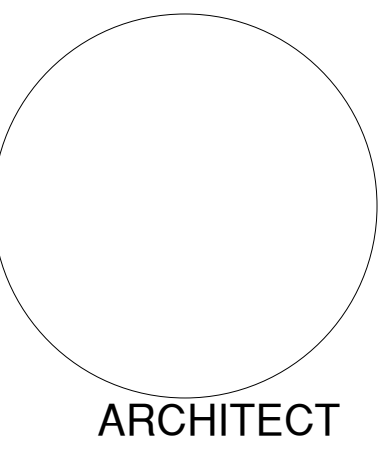
A-401

Lease Attachment "C" page 6 of 19  
7/24/2020 5:29:53 PM

School Information  
Purchase and Sale Agreement



CONSULTANT



ARCHITECT

ROSENWALD BLDG

DESIGN  
DEVELOPMENT

7/24/2020

MARK	DATE	DESCRIPTION
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ISSUE:	
DATE:	
PROJECT NO:	-
CAD DWG FILE:	
DRAWN BY:	Author
CHECKED BY:	Checker

SHEET TITLE

INTERIOR BUILDING  
ELEVATIONS

A-402

KEYNOTES

- 1

2

4

5

6

7

8

9

10

11
- BULK HEAD

SCHOOL GUARD, BULLET RESISTANT GLASS

TRANSACTION WINDOW

PUBLIC RECEPTION AREA WORKSTATION & SEATING

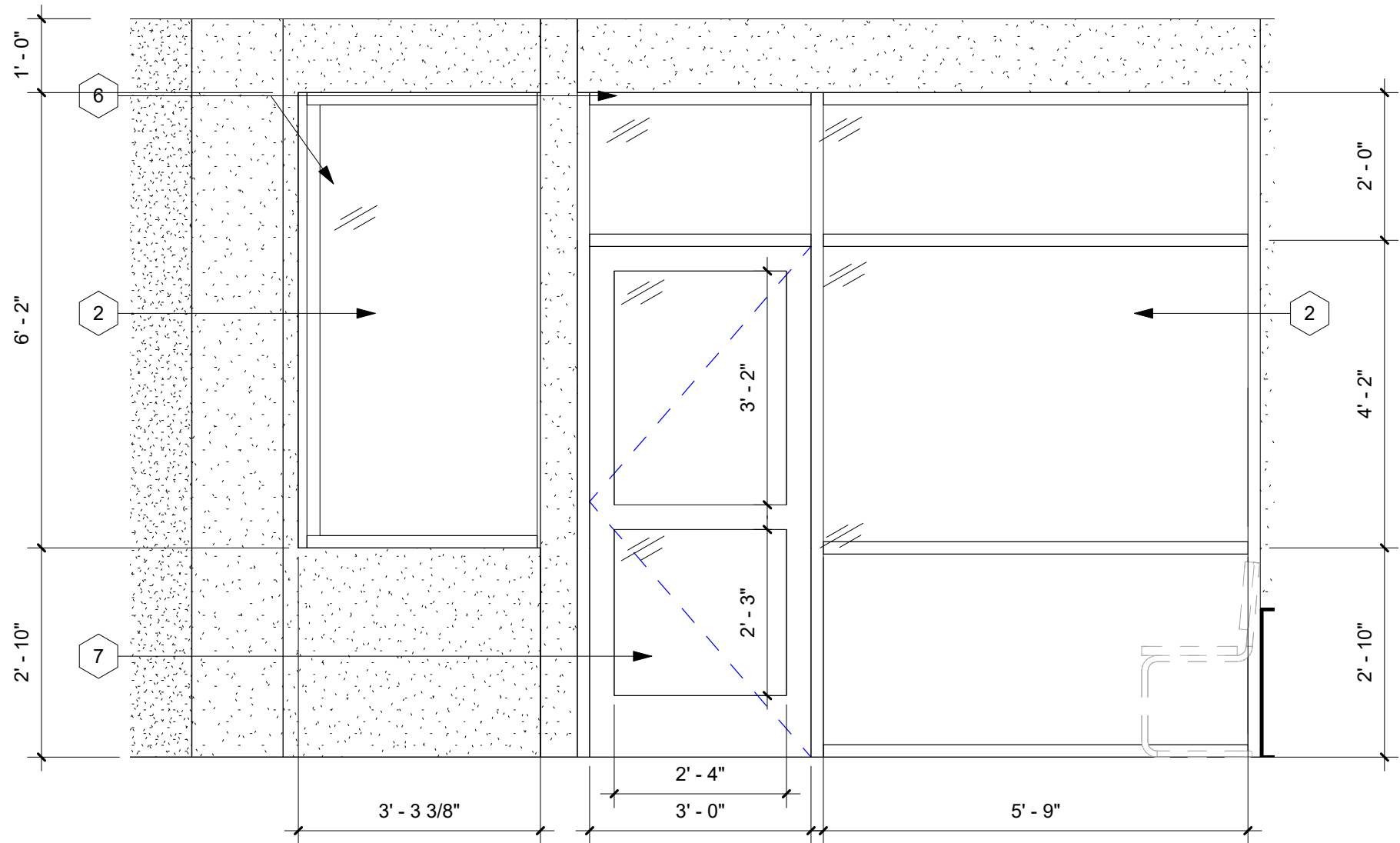
ALUMINIUM STOREFRONT SYSTEM

DOOR. SEE SCHEDULE

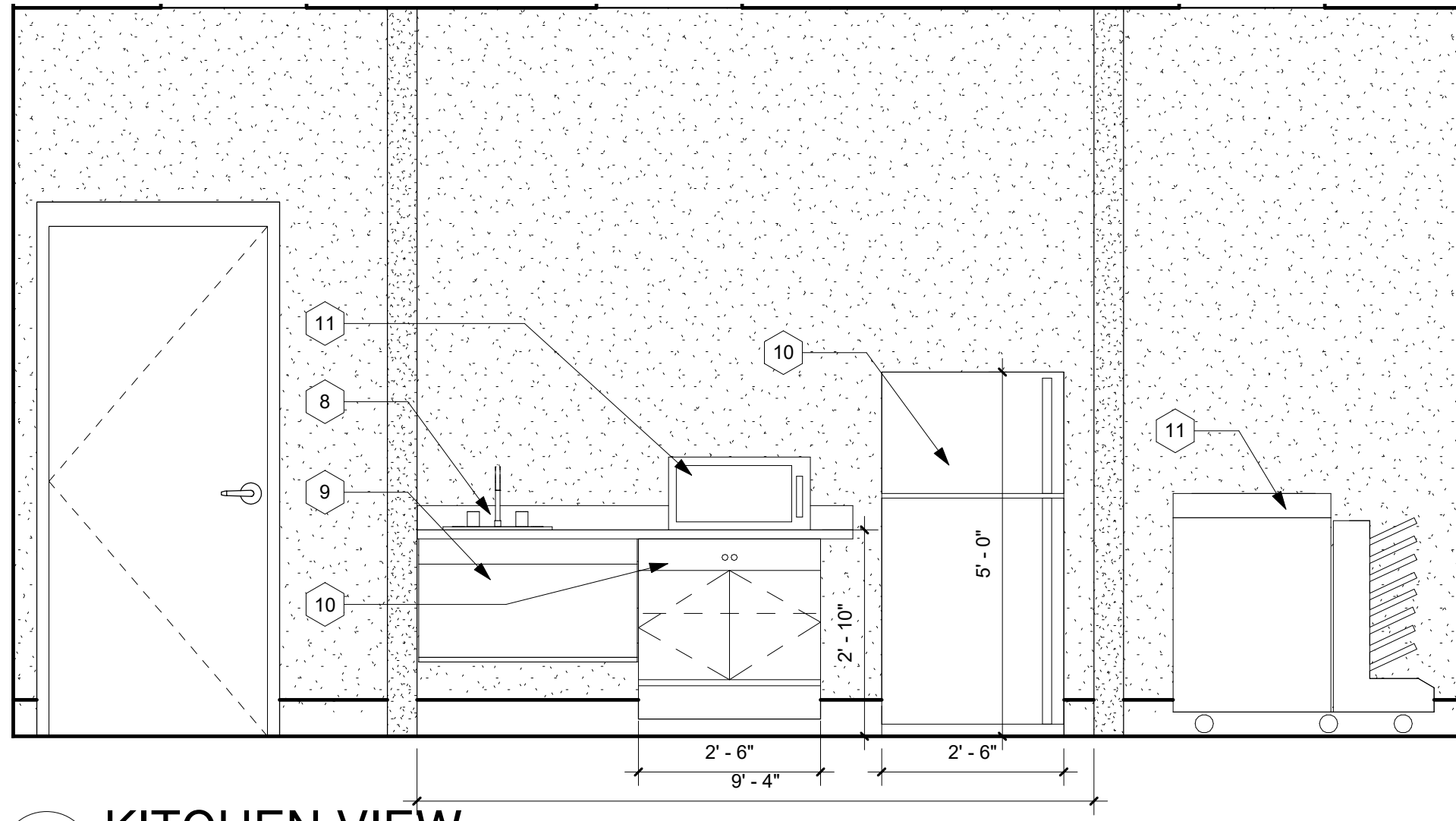
SINK

SINK APRON/KNEE GUARD

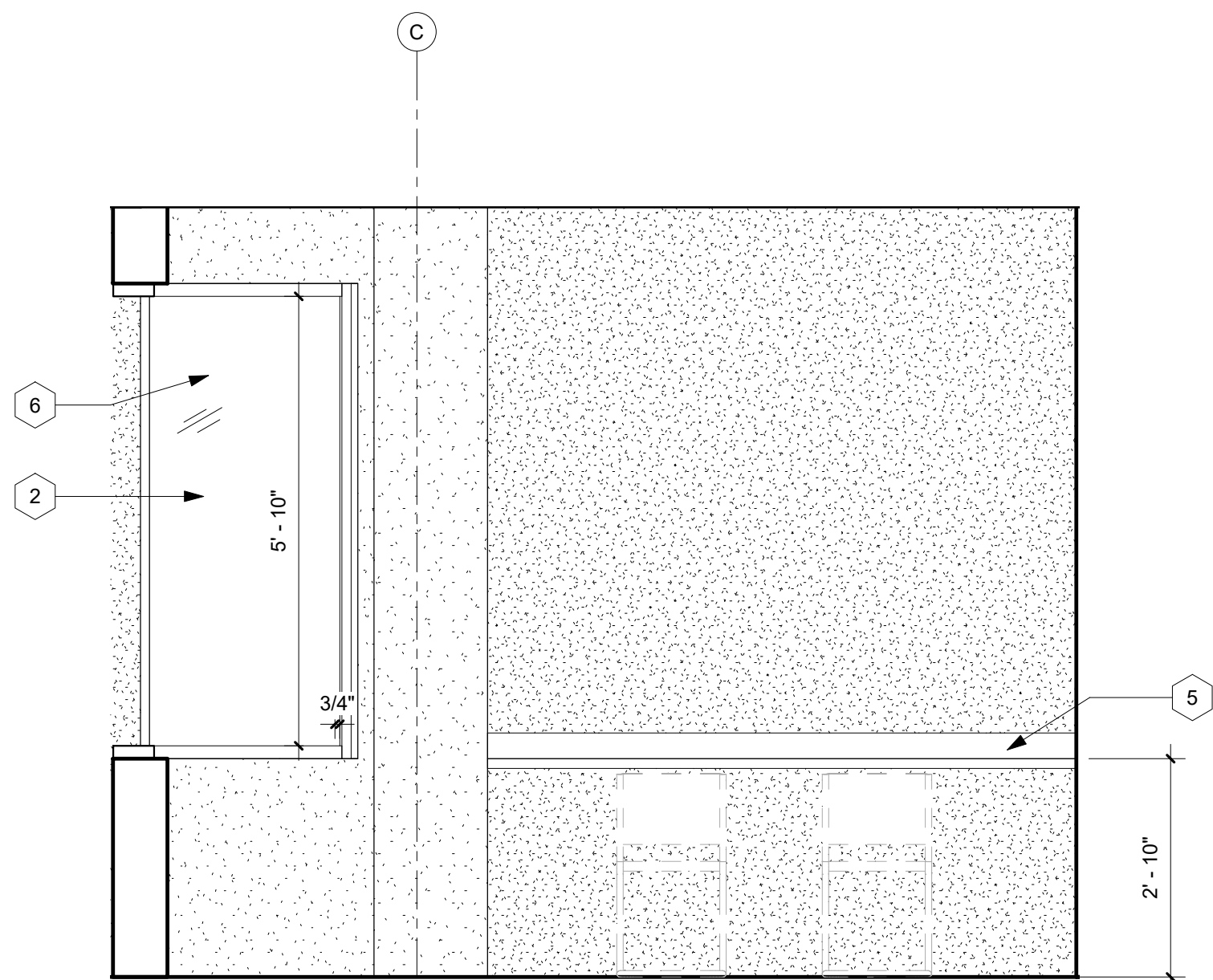
TYP. MICROWAVE



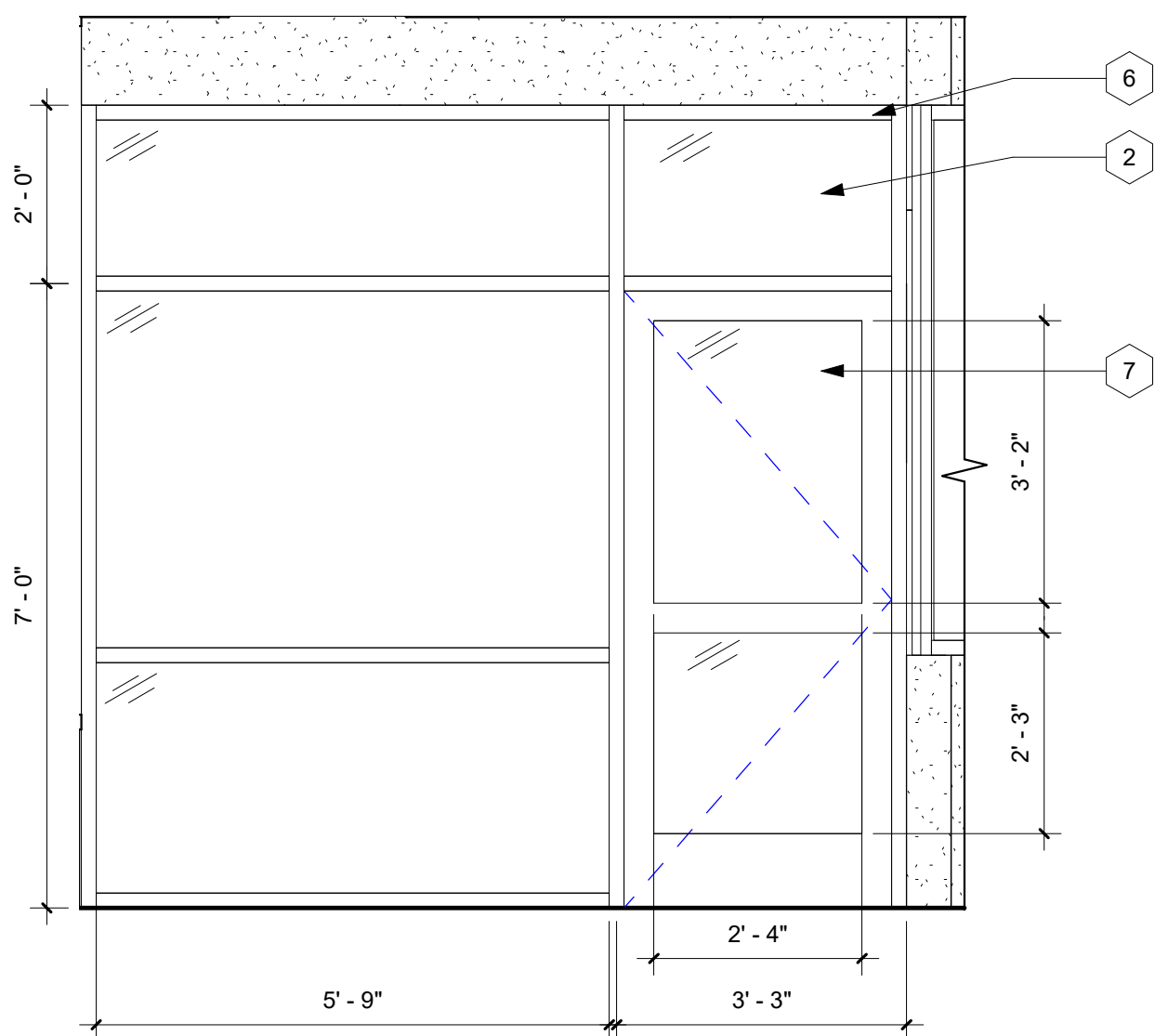
B2 WORKSTATION WEST  
1/2" = 1'-0"



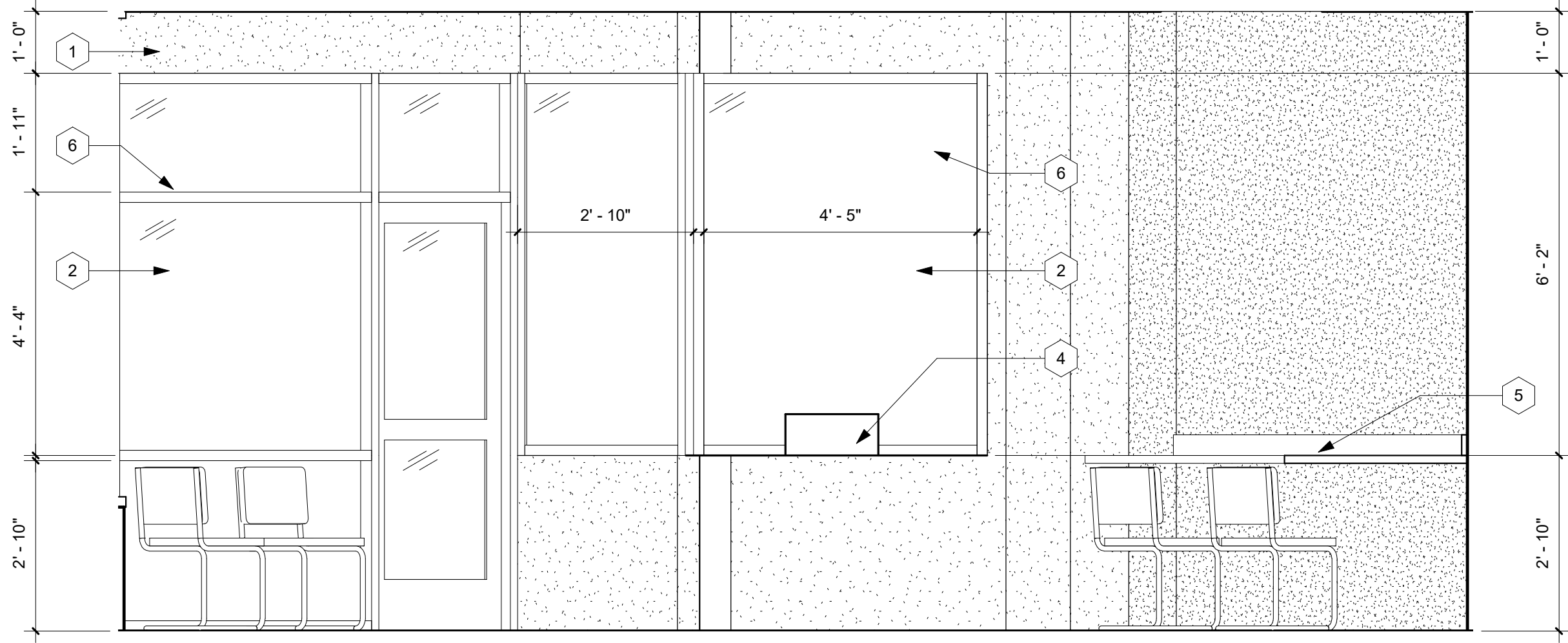
B1 KITCHEN VIEW  
1/2" = 1'-0"



A1 SOUTH VIEW  
1/2" = 1'-0"



A3 EAST VIEW  
1/2" = 1'-0"

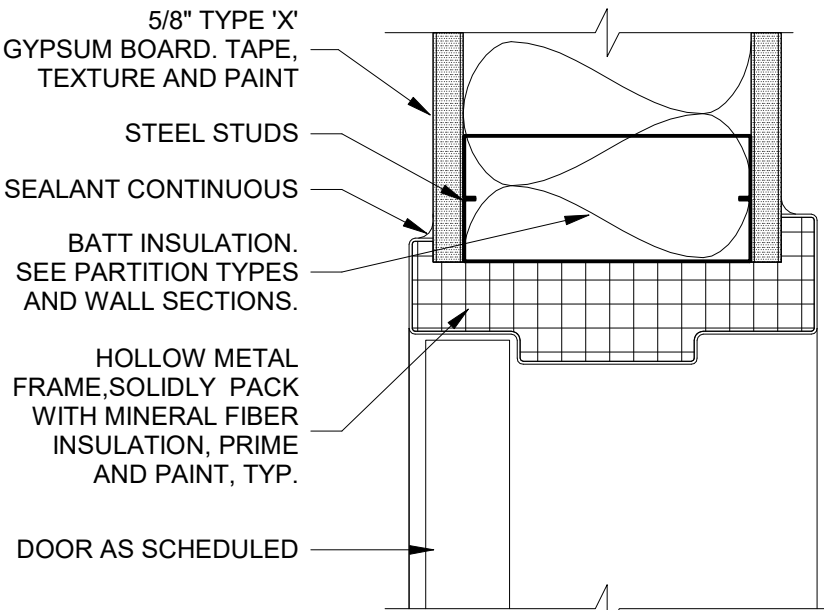
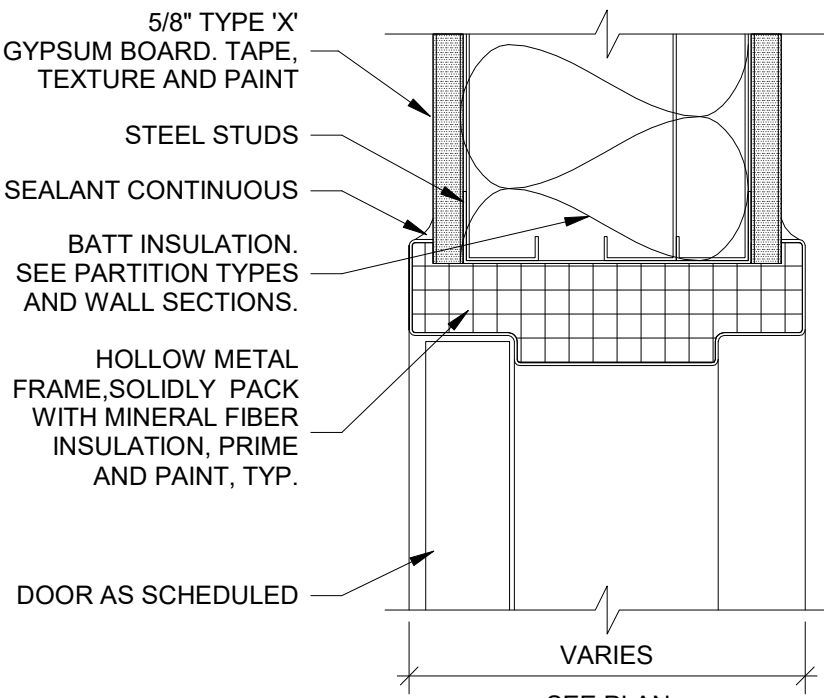
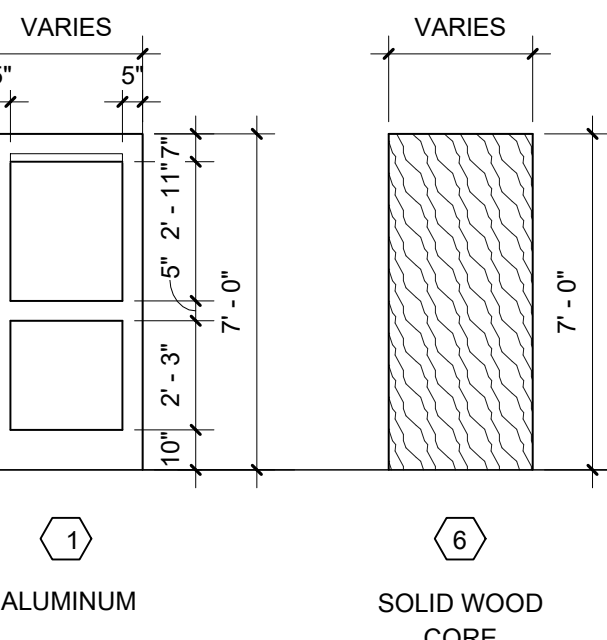
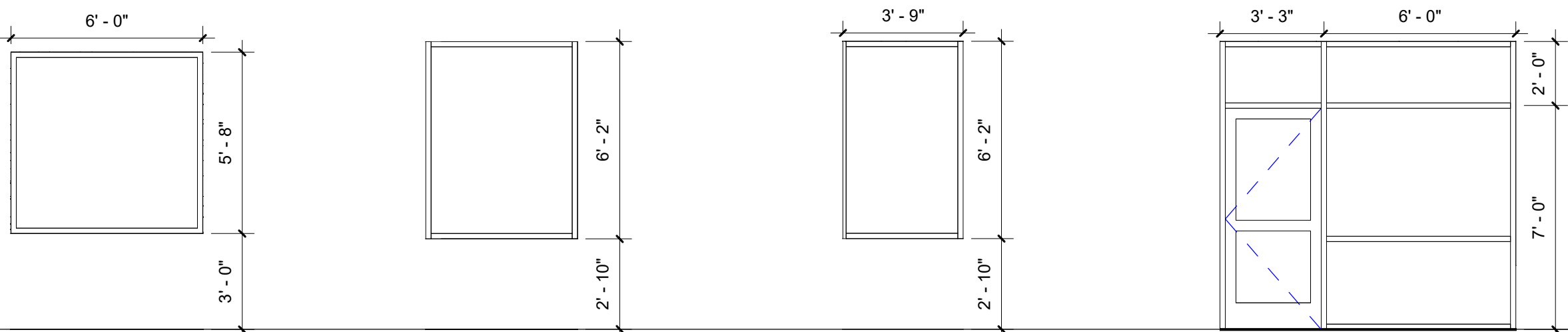
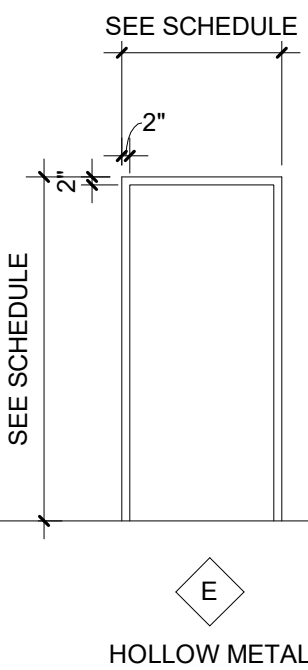


A5 COUNTER VIEW  
1/2" = 1'-0"

Door & Frame Schedule

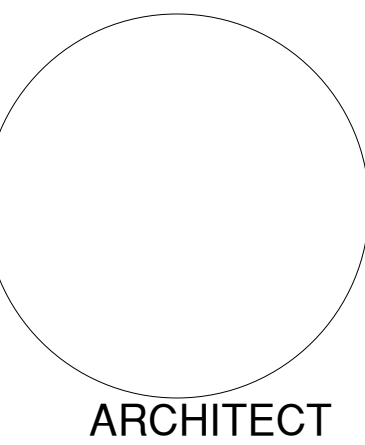
DOOR			DOOR TYPE	FACING/FINISH	FRAME TYPE	GLAZING	FIRE RATING	DETAIL	DETAIL	DETAIL	SIGNAGE	REMARKS
DOOR NUMBER	SIZE	HEIGHT						REFERENCE HEAD	REFERENCE JAMB	REFERENCE SILL		
186	3' - 0"	7' - 0"	6	SOLID WOOD	E			A1/A601	A1/A601			
205	3' - 0"	6' - 11"	1	ALUMINUM	E		-	A1/A601	A1/A601			
206	3' - 0"	7' - 0"	6	SOLID WOOD	E	N/A	-	A1/A601	A1/A601			
207	3' - 0"	7' - 0"	6	SOLID WOOD	E	N/A	-	A1/A601	A1/A601			
208	3' - 0"	7' - 0"	6	SOLID WOOD	E	N/A	-	A1/A601	A1/A601			
209	3' - 0"	7' - 0"	6	SOLID WOOD	E	N/A	-	A1/A601	A1/A601			

FRAME DESIGNATIONS B,I,O,U,X,II,OO,QQ NOT USED.



A1 HEAD AND JAMB DETAIL  
3" = 1'-0"

CONSULTANT



ROSENWALD BLDG

DESIGN DEVELOPMENT

7/24/2020

MARK	DATE	DESCRIPTION
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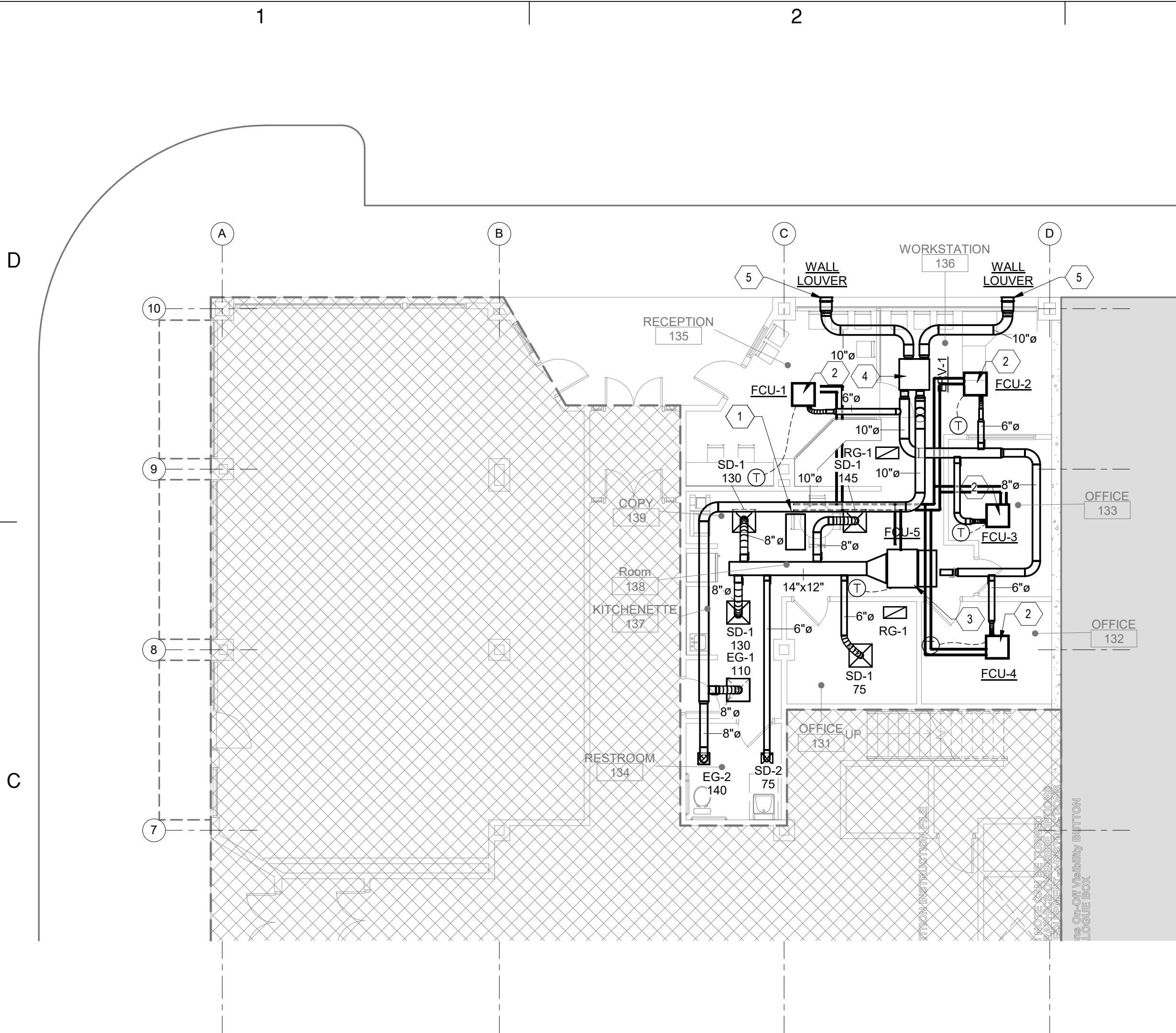
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SHEET TITLE  
DOOR-WINDOW SCHEDULE

A-601







A1 HVAC FIRST FLOOR PLAN  
1/8" = 1'-0"

SCOPE OF WORK

Work specified on these drawings includes providing all equipment, ductwork, grilles, controls, and piping, etc. for providing a complete and functioning system. Contractor shall provide verification that all equipment, ductwork, diffusers and piping provide the capacities indicated on the drawings.

CODES AND PERMITS

The mechanical work shall be performed in strict accordance with the applicable Code as interpreted by the Authority Having Jurisdiction. All materials and labor necessary to comply with rules, regulations and ordinances shall be provided. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern.

DRAWINGS

The drawings show the general arrangement of the piping, equipment, etc. Follow them as closely as actual building construction and work of other trades will permit. Where discrepancies occur between Plans and Specifications, the more stringent shall govern. The engineer has attempted to design the systems sufficiently to convey an arrangement that can be made to work, but has not endeavored to show all offsets required to fit the work within the available space and coordinate it with other disciplines. Provide final design of distribution systems and provide offsets as required as part of the work of this division and at no additional cost to the Owner. Show any such changes on the Record Drawings.

GUARANTEE-WARRANTY

The following guarantee is a part of the specifications and shall be binding on the Contractor:  
"The Contractor guarantees that this installation is free from mechanical defects. He agrees to replace or repair any part of the installation which may fail within a period of one year after date established below, provided that such failure is due to defects in the materials or workmanship or to failure to follow the specifications and drawings. Warranty of the Contractor-furnished equipment or systems shall begin on the date the system or equipment is placed in operation for beneficial use of the Owner or occupancy by the Owner, whichever occurs first; such date will be determined in writing by means of issuing a 'Certificate of Substantial Completion', AIA Form G704, or equivalent." The extent of guarantees or warranties by Equipment and/or Materials Manufacturers shall not diminish the requirements of the Contractor's guarantee-warranty to the Owner.

QUALITY OF MATERIALS

All equipment and materials shall be new, and shall be the standard product of manufacturers regularly engaged in the production of plumbing, heating, ventilating and air conditioning equipment and shall be the manufacturer's latest design. Specific equipment, shown in schedules on drawings and specified herein, is to set forth a standard of quality and operation.

FIELD MEASUREMENTS

The Contractor shall verify the dimensions and conditions governing his work at the building. No extra compensation shall be claimed or allowed on account of differences between actual dimensions, including dimensions of equipment, fixtures and materials furnished, and those indicated on the drawings. Contractor shall examine adjoining work, on which his work is dependent for perfect efficiency, and shall report any work, which must be corrected. Coordination of all mechanical work within the building will be the direct responsibility of the Contractor.

INSULATION SCOPE:

Supply air ducts  
Outside air ducts  
Refrigerant piping

INSULATION

Insulation shall be as manufactured by Owens-Corning Fiberglas, Knauf, CertainTeed, Schuller, or Armstrong, or equivalent, and shall be equal to that specified below. Insulation and all materials on the interior and exterior surfaces of ducts, pipes, and equipment shall have a composite fire and smoke hazard rating not exceeding: Flame spread - 25; fuel contribution - 50; smoke developed - 50, as determined in accordance with ASTM Standard E-84. Insulation shall have a "k" factor of 0.23 at 75oF mean temperature unless otherwise indicated. All insulation materials used for valves and fittings shall have the same ratings as the insulation. Information must be submitted showing that the proposed materials conform to above specification without exception.

Duct: 1-1/2" Factory fabricated insulation and FSK jacket assembly suitable for applications from 40-250oF, 3/4 pcf fiberglass, ASTM C534 Type I or II, with thermal resistance not less than the following for 2-inch thickness: 6.8 out of the box, 5.6 installed with 25% compression. Johns Manville Microlite XG Duct Wrap, Owens Corning Soft R Duct Wrap, Knauf Friendly Feel Duct Wrap, Certainteed Soft Touch Duct Wrap.

Refrigerant Piping: 1-1/2" Elastomeric pre-formed elastomeric foam insulation, ASTM C534 Type 1 flexible, closed cell, suitable for use up to 220oF, UV protected, not to exceed flame spread 25 and smoke developed 50 based on 0.75-inch thickness, conductivity 0.30 at 75oF. Kflex, Armacell OAE. For fittings, valves and accessories insulate using either pre-formed for use on fittings and valves, or cut sections of pipe insulation to match the shape of the fitting or valve, taped on using PVC tape.

DUCTWORK

Materials: Construct all, except special ductwork specified within, duct, casings, plenums etc. from galvanized steel sheets. Sheets shall be free of blisters, slivers, pits, and imperfectly galvanized spots. Reinforcing angles and bars, and duct support materials shall be galvanized steel.

Each duct system shall be constructed for the specific duct pressure classification required by the system application regardless of velocity. Duct Construction and Gauges shall be as specified in the Uniform Mechanical Code, Current Edition, Chapter R requirements, including Table No. 6-A for rectangular sheetmetal ducts up to 2 Inch W.C. static pressure.

Supply ductwork downstream of fan coil units to be 1-inch duct construction.

During installation protect the open ends of ducts to prevent debris and dirt from entering. Provide turning vanes in square elbows of low velocity supply and exhaust ductwork. Where exposed ducts pass through walls, floors, or ceilings, provide a tight-fitting, flanged sheetmetal collar around duct and tight against finished surface to cover opening and present a neat appearance. Lock collar to duct. Cross-break low velocity rectangular sheetmetal ducts on all four sides. Cross break sheet metal between standing seams or reinforcing angles. The center of cross break shall be of the required height to assure surfaces being rigid. Do not cross-break high velocity plenum panels.

Securely support ducts per SMACNA and UMC Table 6-7. Provide support at each concentrated load and at each change in direction. Provide supports on each side of rectangular ducts and equipment. Where vertical ducts pass through floors or roofs, support with angles or other steel members attached to minimum two opposite sides of duct. Size supports to rigidly support the ductwork. Provide lateral support.

FLEXIBLE DUCTS

Flexible ducts shall maintain dimensional integrity and shall be designed for the duct pressures encountered. Flexible ducts shall be insulated similar to and with the same heat transfer coefficients as the externally insulated ductwork. Flexible ductwork shall not exceed a flame spread rating of 25 or a smoke development rating of 50. Flexible ducts shall not exceed 5 ft. in length. Connections to rectangular ducts may be spin-in fittings with hand dampers. Flexible ducts for connections between low, medium, or high velocity ductwork and high pressure terminal units shall be high pressure type capable of holding 10" of static pressure with dimensional stability and without developing leaks, and shall be equal to Technaflex 57K UL Class 1 insulated air duct. Installation of flexible duct shall ensure that the inside radius of bends shall not be less than the duct diameter.

GRILLES, REGISTERS AND DIFFUSERS

Provide rated per ASHRAE Std 70, Method of Testing for Rating the Performance of Air Outlets and Inlets, steel with baked white enamel finish except as noted, for installation on a fixed surface or a lay-in T-bar ceiling as indicated on architectural drawings, rigidly constructed, vibration free, with inlet collar of sufficient length to connect inlet ductwork, sized as shown on drawings. Where frames are provided for installation in fixed surfaces, frames shall be approximately 1-1/8" wide. Sound performance rated per ADC and based on room absorption of 10dBre10-12 Watts and one diffuser. Approved Manufacturers: Price, Krueger, Titus, Anemostat, OAE.

Install plumb, affix to general construction as appropriate, make air-tight connection to ductwork, and adjust air flow pattern to achieve appropriate velocities in the occupied zones. Request direction from Engineer if any question exists regarding proper air-flow adjustment.

TESTING, ADJUSTING AND BALANCING OF MECHANICAL SYSTEMS

Provide all labor, instruments, and tools necessary to test, adjust and balance the systems shown on the drawings and/or described in these specifications. Check equipment performance, take measurements, adjust systems and equipment to provide specified performance, and report results. Submit reports to keep all parties posted on the progress of the TAB work.

Perform all work in accordance with these specifications and the latest edition of the NEBB Standards.

Review and inspect the mechanical systems for conformance with design documents. Test, adjust and balance all system flows under design conditions and under other conditions where part load testing is specified. Comply with measurement tolerances per NEBB. Balance to within 10% of design flows unless otherwise specified.

Visually mark the final settings of balancing dampers, balancing valves, fan speed controls, etc.

Comply with NEBB Standards. The descriptions included herein are a guide to the minimum information needed.

In the event that any areas fail to get proper flow, take the lead in troubleshooting the system. Measure pressures, flows, etc. at various points throughout the systems as required to identify the cause of the deficiencies and identify upgrades which will resolve these deficiencies. Coordinate any remedial efforts directly with mechanical and controls contractors and re-test as required.

Provide Test and Balance Report, 8-1/2" x 11" sheets bound into a complete and coherent report, except that drawings may be larger size, but still bound into the report. All forms shall be typewritten or legibly handwritten.

RECORD DRAWINGS

Maintain a full-size set of marked-up prints showing the installed location and arrangement of all work under this division, and in particular where changes were made during construction. Forward record drawings to the Owner's Representative prior to submitting a request for substantial completion.

SITE VISITS AND OBSERVATION OF CONSTRUCTION

The Engineer may make periodic visits to the project site at various stages of construction in order to observe the progress and quality of various aspects of the work so as to determine if such work is proceeding in general accordance with the Contract Documents. This observation will not release the Contractor from his responsibility to supervise, direct, and control all construction work and activities.

Provide all work generally in accordance with the materials specified here and presently installed at the facility. Advise Owner's Representative early if any aspects of the design or this specification differ from what is installed at the facility.

PROJECT CLOSEOUT

Submit written certification that all work complies with the specifications and applicable codes. Submit certifications and acceptance certificates including proof of delivery of record drawings, O&M manuals, spare parts required, and equipment warranties.

GENERAL SHEET NOTES

A. XXXX.

KEYNOTES

1. VRF CONDENSING UNIT (CU-1) LOCATED ON ROOF ABOVE. PROVIDE "BIGFOOT"-VRF EQUIPMENT STAND AND PIPING VAULT FOR REFRIGERANT PIPING AND CONDUIT ROOF PENTETRAIONS. SEE DETAILS ON M-501.
2. VRF CEILING CASSETTE UNIT WITH OUTSIDE AIR DUCT CONNECTION, REFRIGERANT PIPING CONNECTIONS, AND CONDENSATE DRAIN CONNECTIONS.
3. VRF DUCTED UNIT WITH RETURN PLENUM, OUTSIDE AIR CONNECTION, REFRIGERANT PIPING AND CONDENSATE DRAIN CONNECTIONS.
4. ENERGY RECOVERY VENTILATOR UNIT MOUNTED IN CEILING PLENUM.
5. 12"x12" WALL LOUVER.

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ARCHITECT

ENGINEER

ROSENWALD BLDG

CENTRAL AVE.  
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PRELIMINARY  
DESIGN

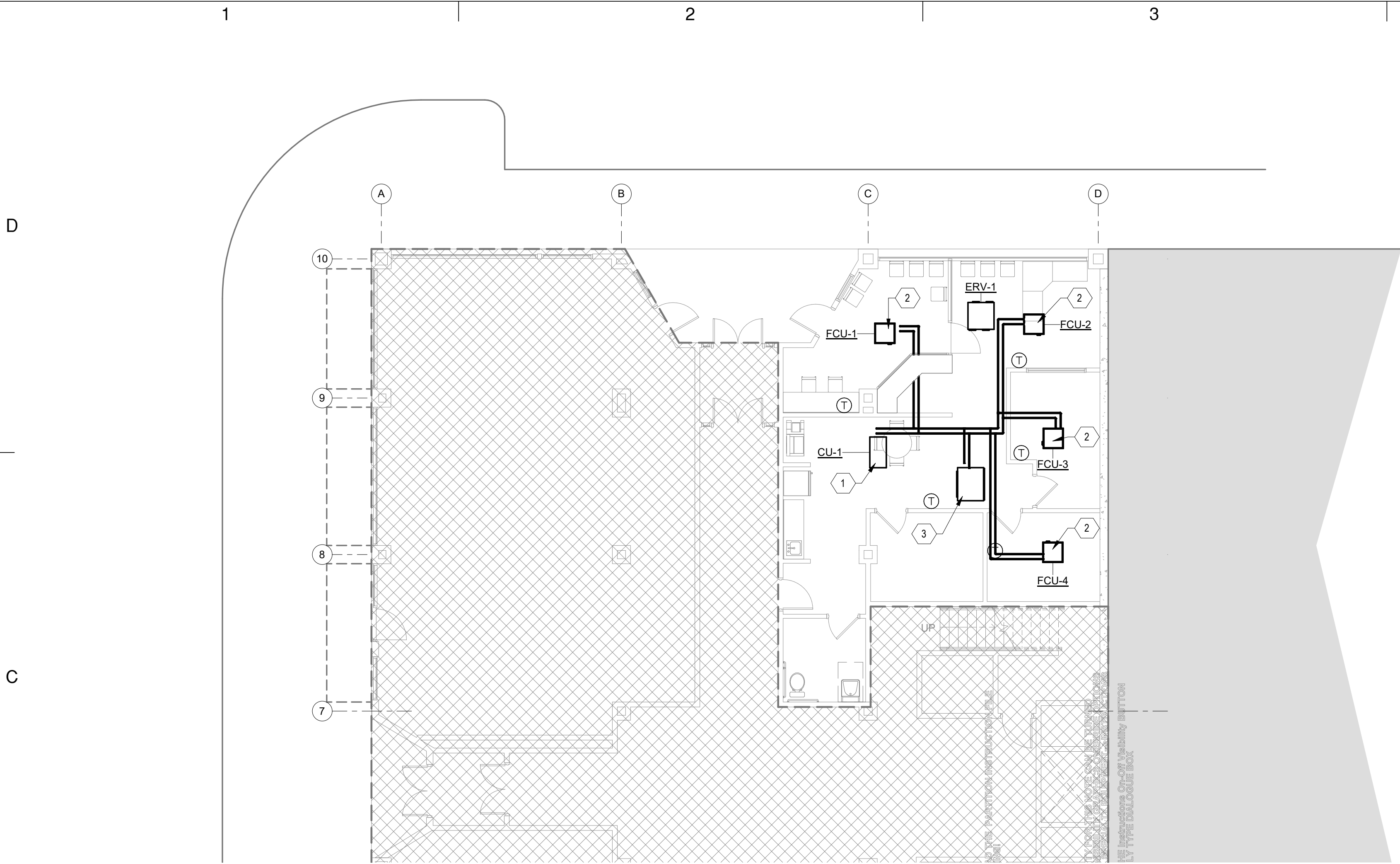
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DRAWN BY: Author		
CHECKED BY: Checker		

SHEET TITLE  
HVAC FIRST FLOOR PLAN

MH101





**A1 MECHANICAL PIPING FIRST FLOOR PLAN**  
1/8" = 1'-0"

**REFRIGERANT PIPING AND SPECIALTIES**  
Refrigerant piping materials and installation shall be in accordance with the best working and piping practices for Freon refrigerants and the manufacturer's instructions. The Contractor shall install the refrigerant piping using Type "L" hard drawn copper tubing, Federal Specification VVV-T-749, with silver solder joint. All piping shall be installed in a straight manner, free from traps, and shall be provided with plugged or capped ends, as it is erected, to prevent dirt from entering. The piping system shall be provided with gauges as required for the operation of the system. The piping is shown schematically on the drawings, verify exact arrangement and pipe sizing with equipment manufacturer.

Expansion valves shall be of the thermostatic type as manufactured by Alco, Sporlan, or equivalent, and shall be gas charged with capillary tube, external superheat adjustment and external equalizing connection. The expansion valves at each apparatus shall be protected by a strainer in the refrigerant liquid line to that group. The strainer shall be as manufactured by the Henry Valve Company, or equivalent, not less than line size and provided with shut-off valves before and after, and furnished with the packaged reciprocating unit.

Solenoid valves shall be suitable for the system in which they are used and shall be designed specifically for use with Freon refrigerants. Solenoid valves shall be furnished with the packaged reciprocating unit.

Refrigerant line valves shall be packless type or packed type with gas tight cap seal with wheel, globe, angle, or "T" needle type, with hard metal seats and shoulders on stems to permit packing stuffing boxes while open under pressure, or sealed diaphragm type.

In each liquid line, install a suitable silica gel filter and dryer as furnished by manufacturer.

**TESTING OF REFRIGERANT PIPING SYSTEM**  
After the installation of the refrigerant piping system has been completed, all piping shall be tested and proven tight using a methodology recommended by the manufacturer for the specific equipment and refrigerants included in the project.

Upon completion of the piping pressure test, the refrigerant circuit shall be evacuated to 500 microns using a closed tube manometer and a high vacuum pump (using an electronic vacuum gauge that reads in microns) to ensure tightness of the piping and to remove air and moisture from the piping system. Upon completion of evacuation and acceptance of the system tightness, the vacuum shall be broken by the introduction of the refrigerant.

**REFRIGERANT AND LUBRICATING OIL**  
The contractor shall furnish and install all of the refrigerant required to develop the system to its full rating, and in addition to the initial charge, the Contractor shall be required to provide all refrigerant required for the proper operation of the refrigeration apparatus during the first season's operation. Contractor shall guarantee that the loss of refrigerant for a season's operation shall not exceed 10% of the full charge of the system and he shall furnish any refrigerant required above this amount. This guarantee shall remain in effect until such time as the Contractor shall demonstrate this performance for one full year's operation. The Contractor shall be required to provide the initial charge of lubricating oil for all refrigeration apparatus and related equipment, and shall furnish a chart listing the type of oil and a schedule for maintenance that should be used with the various equipment.

**PRESSURE RELIEF DEVICES**  
Refrigerant pressure relief devices and fusible plugs shall be installed with piping to a safe location in accordance with ANSI/ASHRAE Standard 15-1994. Discharge shall be to atmosphere at a location not less than 15 feet above the adjoining ground level and not less than 20 feet from any window, ventilation opening, or exit from any building. Discharge line sizing shall conform to ANSI/ASHRAE Standard 15-1994.

Each discharge pipe shall be equipped with a drip leg capable of holding 1 gallon of liquid. The drip leg shall include a manual drain valve.

GENERAL SHEET NOTES

A. XXXX.

KEYNOTES

1. VRF CONDENSING UNIT (CU-1) LOCATED ON ROOF ABOVE. PROVIDE "BIGFOOT"-VRF EQUIPMENT STAND AND PIPING VAULT FOR REFRIGERANT PIPING AND CONDUIT ROOF PENETRAIONS. SEE DETAILS ON M-501.
2. VRF CEILING CASSETTE UNIT WITH OUTSIDE AIR DUCT CONNECTION, REFRIGERANT PIPING CONNECTIONS, AND CONDENSATE DRAIN CONNECTIONS.
3. VRF DUCTED UNIT WITH RETURN PLENUM, OUTSIDE AIR CONNECTION, REFRIGERANT PIPING AND CONDENSATE DRAIN CONNECTIONS.

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**ARCHITECT** **ENGINEER**

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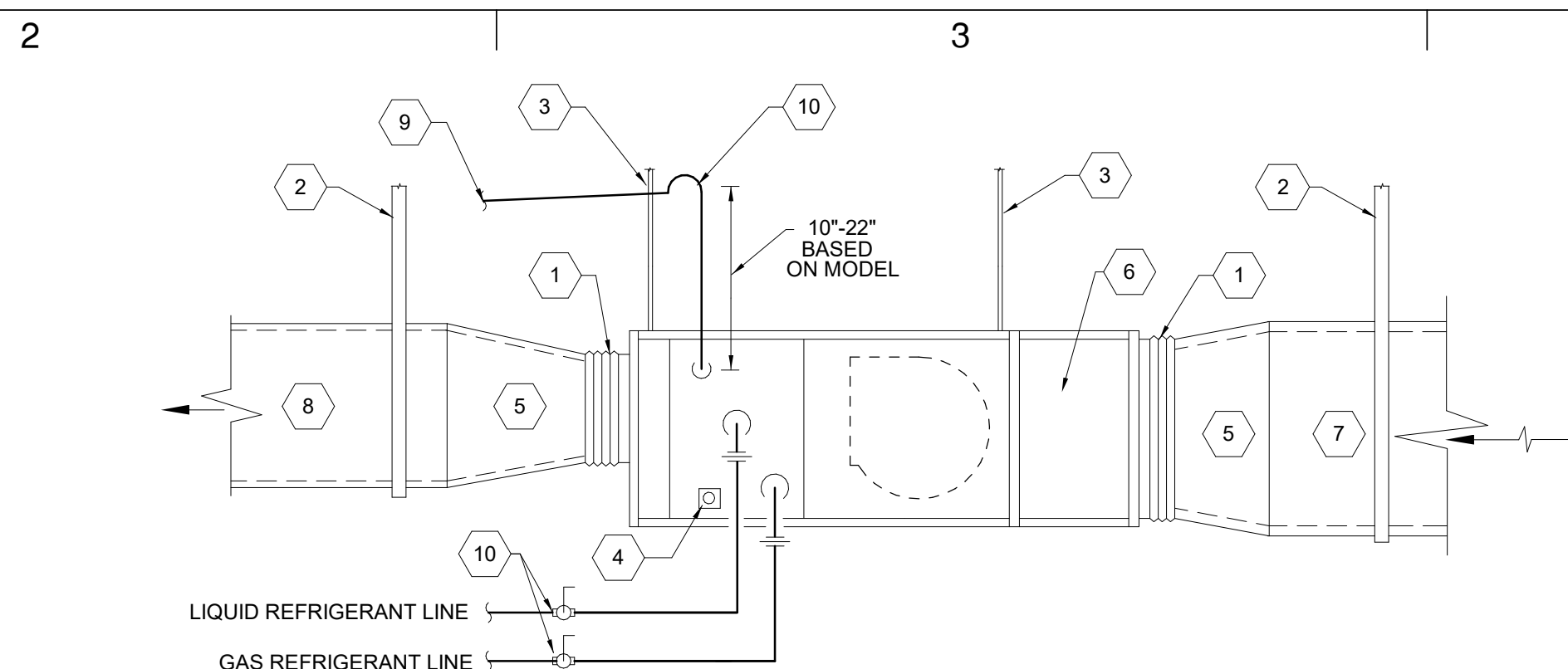
CENTRAL AVE.  
ALBUQUERQUE, NM  
87102

PRELIMINARY DESIGN

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**SHEET TITLE**  
MECHANICAL PIPING FIRST FLOOR PLAN

MP101



1. FLEXIBLE DUCT CONNECTION.
2. DUCT HANGER STRAP.
3. STEEL HANGER ROD.
4. SOCKET FOR MAINTENANCE WITH ROBBER CAP.
5. DUCT TRANSITION.
6. FILTER RACK WITH MERV 8 FILTER. FILTER RACK AND FILTER SHALL BE PROVIDED BY THE MANUFACTURER OF THE FAN COIL UNIT.
7. RETURN AIR DUCT WITH 1" ACOUSTICAL LINING. PROVIDE DUCT TRANSITION AS REQUIRED. SEE PLANS FOR DUCT ROUTING AND SIZES.
8. SUPPLY AIR DUCT. PROVIDE 1" ACOUSTICAL LINING AS INDICATED ON THE FLOOR PLANS OR SPECIFICATIONS. PROVIDE DUCT TRANSITION AS REQUIRED. SEE PLANS FOR DUCT ROUTING AND SIZES.
9. CONDENSATE DRAIN REFER TO PLUMBING DRAWINGS FOR ROUTING AND DETAILS. INSTALL PER MANUFACTURER'S INSTALLATION MANUAL.
10. INTEGRATED TRAP. ISOLATION VALVE. VALVE SHALL MEET THE FOLLOWING SPECIFICATIONS:

NOTE:

- PROVIDE 24"x24" ACCESS PANEL LOCATED IN ALL FIXED CEILINGS
- PROVIDE FACTORY BUILT-IN LIFT PUMP WITH FAN COIL UNIT.
- SEE PIPING SCHEMATIC FOR REFRIGERANT LINE SIZES.

2"x2"x1/8" ANGLE WELDED TO JOISTS

LOCATED ANGLE AT JOIST PANEL POINTS ONLY

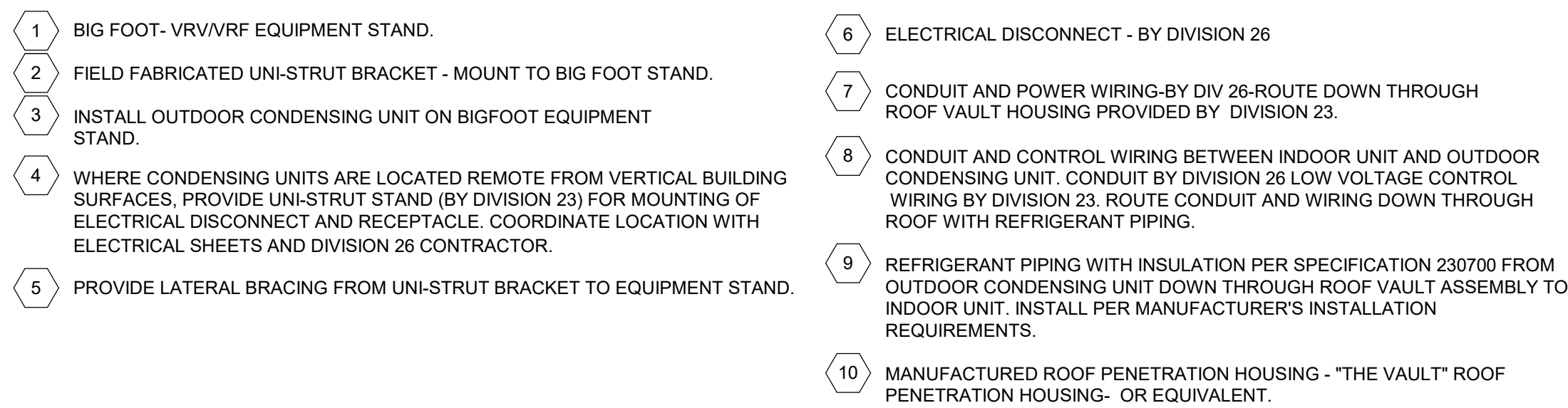
HANGER ROD

"U" BOLT PIPE GUIDE

2"x2"x1/8" ANGLE PIPE TRAPEZE OR P-3000 UNISTRUT

NOTES:

- "U" BOLTS SHALL BE USED AS GUIDES ONLY, NOT ANCHORS.
- "U" BOLTS SHALL BE ON EVERY THIRD TRAPEZE (MIN.)
- DO NOT TIGHTEN "U" BOLTS ON PIPING OR INSULATION, LEAVE LOOSE AS PIPE GUIDE.
- PROVIDE SHEET METAL SLEEVE AROUND PIPE INSULATION AT ALL PIPE HANGERS. SEE SPECS. FOR INSULATION



This diagram shows an exploded view of a roof assembly. The components are numbered as follows:

- 1: Top roof panel
- 2: Middle roof panel
- 3: Bottom roof panel
- 4: Ridge cap
- 5: Ridge cap fastener
- 6: Ridge cap seal
- 7: Ridge cap seal
- 8: Ridge cap seal
- 9: Ridge cap seal

1	MANUFACTURED PIPING/CONDUIT ROOF PENETRATION VAULT- "VAULT-AL SERIES" OR EQUAL.	6	PIPE SEALS FURNISHED WITH VAULT - COORDINATE QTY WITH VAULT MANUFACTURER.
2	METAL ROOF CURB FURNISHED WITH VAULT-COORD HEIGHT WITH ARCH ROOFING DETAILS.	7	REMOVABLE TOP WITH WEATERTIGHT SEALS (BY VAULT MANUFACTURER).
3	BLOCKING BELOW CURB TO SUPPORT PERIMETER OF CURB ON METAL DECK. SECURELY ANCHOR TO DECK WITH TEK SCREWS.	8	METAL DECKING - REFER TO ARCH DWGS.
4	ROOF INSULATION AND MEMBRANE. REFER TO ARCH DETAILS.	9	PIPING AND CONDUIT AS INDICATED ON MECH ROOF PLANS AND ELECTRICAL PLANS.
5	SECURELY ANCHOR ROOF CURB TO BLOCKING WITH TEK SCREWS (3 PER SIDE).		

4 | 5

# M-501

VRF OUTDOOR UNITS SCHEDULE																				ALL SELECTIONS ARE BASED ON 5300 FT. ABOVE SEA LEVEL.	
GENERAL UNIT DATA										ELECTRICAL DATA							PHYSICAL DATA				REFER TO SPEC SECTION (XXXXXX)
SYMBOL	MANUFACTURER	MODEL NO.	COMBINATION RATIO (%)	AMBIENT COOLING TEMP. (°F)	TOTAL COOLING CAPACITY (BTU/H)	AMBIENT HEATING TEMP. (°F)	TOTAL HEATING CAPACITY (BTU/H)	DUCTED EER	COP @ 47°F	VOLTS	PHASE	HZ	MCA	RLA	MSC	MOP	WIDTH (IN)	HEIGHT (IN)	DEPTH (IN)	WEIGHT (LBS)	
CU-1	DAIKIN	RXTQ48TAVJU		95	46,300	47	45800	9.4		208	1	60	29.1	19.0		35.0	37.0	39.0	19.0	180	

D

VRF INDOOR UNIT SCHEDULE																		
GENERAL UNIT DATA									ELECTRICAL DATA					PHYSICAL DATA				REFER TO SPEC SECTION (XXXXXX)
SYMBOL	MANUFACTURER	MODEL NO.	TYPE	TOTAL COOLING CAPACITY (BTU/H)	SENSIBLE COOLING CAPACITY (BTU/H)	HEATING CAPACITY (BTU/H)	AIRFLOW (CFM)	SOUND (dBA)	VOLTS	P1HASE	HZ	MCA	MOCP	WIDTH (IN)	HEIGHT (IN)	DEPTH (IN)	WEIGHT (LBS)	
FCU-1	DAIKIN	FXZQ12TAVJU	CEILING CASSETTE	12,000	9,000	14,500	400	33	208	1	60	0.5	15				40	
FCU-2	DAIKIN	FXZQ09TAVJU	CEILING CASSETTE	9,100	6,270	10,900	320	33	208	1	60	0.3	15	22.6	10.2	22.6	35.3	
FCU-3	DAIKIN	FXZQ07TAVJU	CEILING CASSETTE	7,200	5,390	8,900	310	32	208	1	60	0.3	15	22.6	10.2	22.6	35.3	
FCU-4	DAIKIN	FXZQ07TAVJU	CEILING CASSETTE	7,200	5,3290	8,900	310	32	208	1	60	0.3	15	22.6	10.2	22.6	35.3	
FCU-5	DAIKIN	FXQ18TAVJU	DUCTED	17,300	13,000	20,800	600	34	208	1	60	1.6	15	39.4	12.0	31.5	77.0	

ENERGY RECOVERY VENTILATOR SCHEDULE																			
SYMBOL	MANUFACTURER	MODEL NO.	AREA SERVED	SUPPLY FAN		EXHAUST FAN		ENERGY WHEEL PERFORMANCE						ELECTRICAL				WEIGHT (LBS)	REFER TO SPEC SECTION (XXXXXX)
				AIRFLOW (CFM)	ESP (IN. W.G.)	AIRFLOW (CFM)	ESP (IN. W.G.)	SUMMER				WINTER		VOLTS	PHASE	HZ	MCA		
								OSA EAT		OSA LAT		OA EAT (°F)	OA LAT (°F)						
								DB (°F)	WB (°F)	DB (°F)	WB (°F)								
ERV-1	DAIKIN	VAM300GVJU	ALL ROOMS	300	0.6	300	0.6	96	61	84	57.0	16	43	208	1	60	1.6	71	

C

**ENERGY RECOVERY UNITS**  
Energy Recovery Coil Units shall be as specified on the Equipment Schedule on the drawings. Energy recovery ventilating units shall be packaged units. Units shall have the ability to transfer sensible and latent energy at an effective rate of up to 83%. Units shall be dedicated down flow or horizontal flow. Units shall be capable of operating at outdoor ambient temperatures up to 130 degrees F and down to 5 degrees F without the need for a frost control accessory. Units shall not require a condensate drain. Units shall be factory assembled, fully wired and tested prior to shipment. Wiring shall require only a single point power connection to the service disconnect and interconnection of low voltage control wires from the unit to a remote control device. Weatherproof disconnect and motor starters shall be supplied as standard components. Units shall be shipped with complete installation, operating and maintenance instructions. Units shall be UL listed.  
All units shall contain an energy recovery cassette that slides in and out of unit casing for inspection and maintenance. The energy recovery cassette shall contain a total enthalpy energy wheel constructed of a lightweight polymer material with a permanently bonded desiccant coating. The energy recovery wheel shall contain multiple segments capable of removal and replacement without use of tools. The energy recovery wheel shall rotate between two counter flowing air streams at a rate of 25 rpm to prevent buildup of dust or dirt on the heat exchange surface. The cassette shall contain an energy recovery wheel, wheel drive motor and drive belt(s). Wheel bearings shall be self-aligning and permanently sealed. The energy recovery cassette shall be provided by the unit manufacturer. Energy recovery drive belt material shall be high strength urethane and shall be factory installed in a pre-stretched state, eliminating the need for field belt tension adjustment. Link style belts are not acceptable. All components shall be contained within a 16- or 18-gauge G90 galvanized steel cabinet finished with a polyester powder coat oven baked enamel. Unit shall be internally lined with galvanized sheet metal creating a double wall. All components shall be readily accessed through removable doors for supply, exhaust, filter and damper compartments. For maximum moisture protection unit top panel shall be seamless single panel and shall overhang cabinet sidewalls and removable panels. Internal cabinet components shall be formed galvanized steel and shall provide structural support to side and top panels. Base pan of 14- or 16-gauge galvanized steel shall be formed downward to overlap roof curb and provide a weather tight joint. All necessary cabinet and internal partitions shall be fully insulated with 1-inch fiberglass insulation meeting the requirements of NFPA 90A and tested to meet UL 181 erosion requirements. The insulation shall be enclosed in double wall construction.  
Supply and Exhaust Fans: centrifugal, double width, double inlet forward curved type.

**SPLIT SYSTEM FAN COIL UNITS**  
Fan Coil Units shall be as specified on the Equipment Schedule on the drawings. The variable capacity, heat recovery air conditioning system basis of design is Carrier Toshiba VRF Variable Refrigerant Flow with three pipe heat recovery systems as specified. Other prior approved manufacturers include Trane, Mitsubishi and Daikin. All manufacturer substitutions must be approved by the engineer and all resulting changes to system design shall be addressed in coordination shop drawings that must be approved by the engineer. All costs related to changes to system design resulting from manufacturer substitution shall be borne by the contractor.

**AIR COOLED CONDENSER**  
Furnish and install air cooled condensers located on building roof as shown on the drawings. Air cooled condenser shall be of type and capacity as specified in the Mechanical Equipment Schedule on the drawings.

All piping shall be rigidly supported from the building structure by means of hanger assemblies properly selected and sized for the application in accordance with the manufacturer's recommendations and specifications. Pipe hangers shall be Grinnell, B-Line, Erico, or equivalent.

Piping shall be installed according to the best practices of the trade, and shall be properly supported with proper provisions made for expansion, contraction and anchoring of piping.

GRILLES AND DIFFUSERS									
(ALL SELECTIONS BASES ON 5300 FEET ELEVATION)									
ITEM NO.	MANUFACTURER & MODEL NO.	TYPE	FRAME STYLE	FACE DIMENSIONS (INCH)	NECK DIMENSIONS (INCH)	CFM RANGE	T.P. (IN. W.G.)	MAXIMUM NC	NOTES
SD-1	PRICE SCDA, TYPE 3	SUPPLY DIFFUSER	LAY-IN CEILING	24X24	6	91-130	0.02-0.06	24	
	PRICE SCDA, TYPE 3	SUPPLY DIFFUSER	LAY-IN CEILING	24X24	8	131-210	0.02-0.06	28	
	PRICE SCDA, TYPE 3	SUPPLY DIFFUSER	LAY-IN CEILING	24X24	10	211-320	0.03-0.06	30	
	PRICE SCDA, TYPE 3	SUPPLY DIFFUSER	LAY-IN CEILING	24X24	12	321-420	0.03-0.06	30	
	PRICE SCDA, TYPE 3	SUPPLY DIFFUSER	LAY-IN CEILING	24X24	14	421-530	0.04-0.06	30	
	PRICE SCDA, TYPE 3	SUPPLY DIFFUSER	LAY-IN CEILING	24X24	15	531-630	0.03-0.06	30	
SD-2	PRICE SCDA, TYPE 1	SUPPLY DIFFUSER	FIXED CEILING	24X24	6	91-130	0.02-0.09	30	PROVIDE OPPOSED BLADE DAMPER
	PRICE SCDA, TYPE 1	SUPPLY DIFFUSER	FIXED CEILING	24X24	8	131-210	0.02-0.09	30	PROVIDE OPPOSED BLADE DAMPER
	PRICE SCDA, TYPE 1	SUPPLY DIFFUSER	FIXED CEILING	24X24	10	211-320	0.02-0.08	30	PROVIDE OPPOSED BLADE DAMPER
	PRICE SCDA, TYPE 1	SUPPLY DIFFUSER	FIXED CEILING	24X24	12	321-420	0.02-0.08	30	PROVIDE OPPOSED BLADE DAMPER
	PRICE SCDA, TYPE 1	SUPPLY DIFFUSER	FIXED CEILING	24X24	14	421-530	0.03-0.08	30	PROVIDE OPPOSED BLADE DAMPER
SR-1	PRICE 520	SIDEWALL SUPPLY	FLAT MARGIN	SEE PLAN	SEE PLANS	SEE PLANS	0.03-0.06	26	PROVIDE OPPOSED BLADE DAMPER
SR-2	PRICE 520D	SIDEWALL SUPPLY	FLAT MARGIN	SEE PLAN	SEE PLANS	SEE PLANS	0.03-0.06	26	PROVIDE OPPOSED BLADE DAMPER
SR-3	PRICE 520	SIDE WALL SUPPLY	SURF MOUNTED	SEE PLANS	SEE PLANS	SEE PLANS	0.03-0.06	22	PROVIDE OPPOSED BLADE DAMPER
LSD-1	PRICE SDS	LINEAR SUPPLY	SURF MOUNTED	SEE PLANS	SEE PLANS	SEE PLANS	0.03-0.06	30	PROVIDE LINEAR SLOT PLENUM
RG-1	PRICE 80	RETURN GRILLE	LAY-IN CEILING	24X24 24X12	SEE PLANS	-	N/A	N/A	
RG-2	PRICE 80	RETURN GRILLE	FIXED CEILING	24X24 24X12	SEE PLANS	-	N/A	N/A	
RG-3	PRICE 530	RETURN GRILLE	SIDEWALL	SEE PLAN	SEE PLANS	-	N/A	N/A	
RG-4	PRICE 91	RETURN GRILLE	SIDEWALL	SEE PLAN	SEE PLANS	-	N/A	N/A	
ER-1	PRICE 80D	EXHAUST GRILLE	LAY-IN CEILING	24X24 24X12	SEE PLANS	SEE PLANS	0.01-0.08	25	PROVIDE OPPOSED BLADE DAMPER
ER-2	PRICE 80D	EXHAUST GRILLE	FIXED CEILING	24X24 24X12	SEE PLANS	SEE PLANS	0.01-0.08	25	PROVIDE OPPOSED BLADE DAMPER
ER-3	PRICE 530D	EXHAUST GRILLE	SIDEWALL	SEE PLAN	SEE PLANS	SEE PLANS	0.01-0.08	25	PROVIDE OPPOSED BLADE DAMPER

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ARCHITECT

ENGINEER

ROSENWALD BLDG

CENTRAL AVE.  
ALBUQUERQUE, NM  
87102

PRELIMINARY DESIGN

PRELIMINARY DESIGN

MARK

DATE

DESCRIPTION

ISSUE: PRELIMINARY DESIGN

DATE: 7/23/2020 12:44:18 PM

PROJECT NO: -

BIM FILE:

DRAWN BY: Author

CHECKED BY: Checker

SHEET TITLE

MECHANICAL SCHEDULES

M-701

UNIVERSITY OF NEW MEXICO









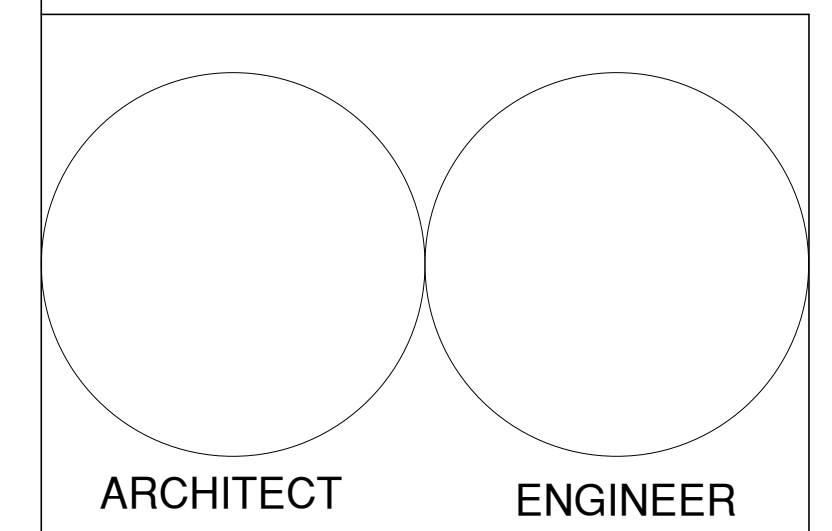




- ## SHEET KEYED NOTES

- ## GENERAL NOTES

- A. COORDINATE INSTALLATION AND REQUIREMENTS OF ELECTRICAL SERVICE WITH UTILITY COMPANY. PNM REPRESENTATIVE FOR THIS PROJECT IS TERRY SADLER (505) 252-3817.
- B. CONTRACTOR WILL MEGGER TEST AND TORQUE ALL PANEL FEEDERS, MEASURE RESISTANCE TO GROUND AT SERVICE GROUND AND PROVIDE WRITTEN DOCUMENTATION OF TEST RESULTS.
- C. CONTRACTOR WILL LABEL ALL DISTRIBUTION EQUIPMENT PRIOR TO FINAL OBSERVATION WALK THROUGH.
- D. ALL EMT FITTINGS SHALL BE COMPRESSION TYPE FITTINGS.
- E. IT WILL BE THE CONTRACTOR'S OBLIGATION TO INCLUDE, IN THEIR BID, THE COSTS FOR INSTALLING JUNCTION BOXES, PROVIDING MISCELLANEOUS COVERS, AND WORK WITH OTHER DISCIPLINES WHERE THE CONTRACT INVOLVES ELECTRICAL POWER. ALL OF THIS WORK SHALL BE PART OF THIS CONTRACT.
- F. LOCATION OF EQUIPMENT AND OTHER DEVICES SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.
- G. THE CONDUIT RUNS, AS SHOWN ON PLANS, INDICATE APPROXIMATE ROUTING. EXACT LOCATION OF CONDUIT RUNS SHALL BE AS FIELD CONDITIONS DICTATE.
- H. CONTRACTOR SHALL INSTALL PULL AND JUNCTION BOXES WHEREVER REQUIRED BY N.E.C. OR JOB CONDITIONS. ALL NEW WIRING SHALL BE TAGGED AT ALL PULL BOXES, JUNCTION BOXES, EQUIPMENT BOXES AND CABINETS WITH APPROVED PLASTIC TAGS. ACTION CRAFT, BRADY OR APPROVED EQUAL.
- I. SHOULD CONTRACTOR AT ANY TIME NOTICE THAT THE ACTUAL FIELD CONDITIONS DO NOT CORRESPOND TO THE INFORMATION GIVEN ON THE DRAWINGS, THEN IT WILL BE THEIR RESPONSIBILITY TO NOTIFY THE ENGINEER FOR CLARIFICATION, PRIOR TO COMMENCING SUCH WORK.
- J. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH ALL TRADES FOR THE EXACT LOCATION OF EQUIPMENT AND APPURTENANCES THAT REQUIRE ELECTRICAL CONNECTIONS.
- K. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO WALLS, CEILINGS, ETC. IN A PROFESSIONAL MANNER. SEAL ALL WALL OR CEILING OPENINGS WITH MATCHING MATERIAL. THIS SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
- L. INTERRUPTION OF ANY ELECTRICAL SERVICES OR SPECIAL SYSTEMS SHALL BE COORDINATED WITH THE CITY REPRESENTATIVE AT LEAST SEVEN DAYS PRIOR TO THE INTENDED OUTAGE AND SHALL BE REQUESTED IN WRITING.
- M. WHEREVER REQUIRED, FURNISH AND INSTALL ON WALL OR CEILING FREESTANDING UNISTRUT CHANNELS, ANGLE IRONS OR ANY OTHER SUPPORT STRUCTURE WITH THREADED ROD HANGERS AS REQUIRED FOR THE SUPPORT OF ELECTRICAL EQUIPMENT OF ANY KIND TO ENSURE PROPER INSTALLATION.
- N. ALL NEW WIRING SHALL BE COPPER UNLESS NOTED OTHERWISE.
- O. ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES SHALL BE SEALED WITH FIRE STOPPING, IE. 3M BRAND CALK, PUTTY, STRIP AND SHEET FORMS, DOW CORNERING 3-6548 SILICONE RTV FOAM
- P. CONDUIT SYSTEMS TO BE REUSED WHERE PRACTICAL, CONDUCTORS TO ALL NEW DEVICES SHALL BE NEW (HOME RUNS, SWITCHES, ETC.).
- Q. AT THE CONTRACTOR'S OPTION, THE EXISTING CONDUIT MAY BE RE-USED IF INSPECTED FOR DAMAGE AND REPLACED AS NECESSARY.

CONSULTANT**ROSENWALD BLDG**

CENTRAL AVE.  
ALBUQUERQUE, NM  
87102

## PRELIMINARY DESIGN

## PRELIMINARY DESIGN

[illegible]

SHEET TITLE
BUILDING SERVICE FLOOR PLAN

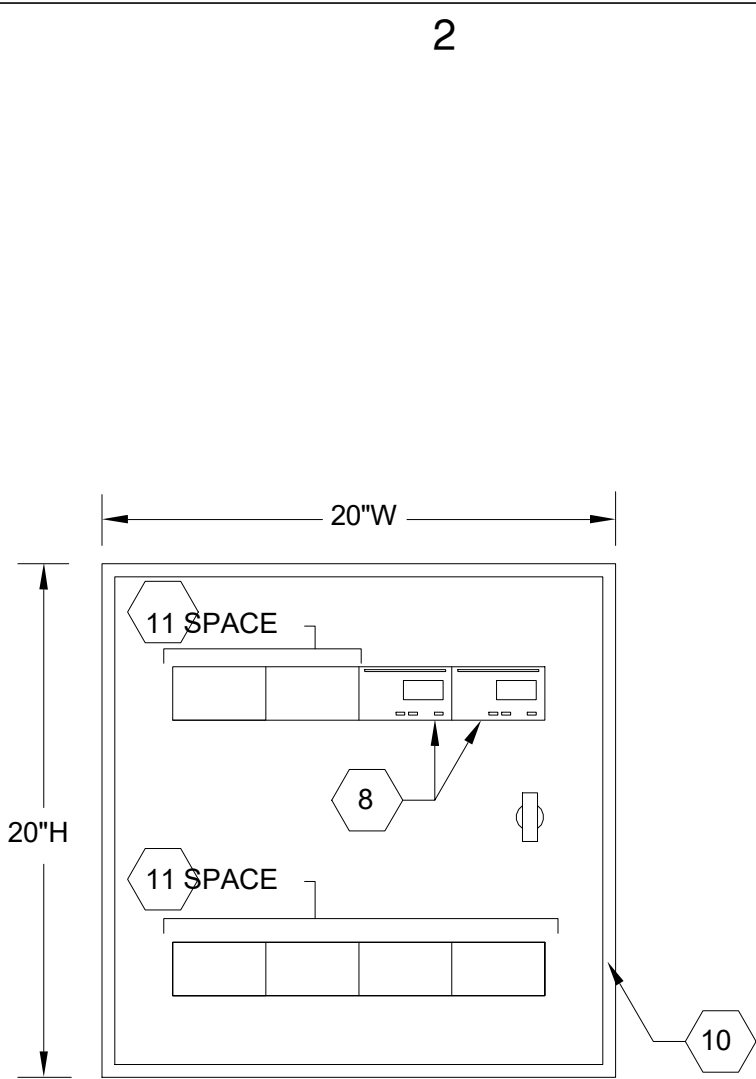
EP-100





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GROUNDING ELECTRODE CONDUCTOR SCHEDULE	
NOTE: ALL CONDUCTORS ARE COPPER.	
SIZE OF LARGEST UNGROUNDED SERVICE-ENTRANCE CONDUCTOR OR EQUIVALENT AREA FOR PARALLEL CONDUCTORS. (AWG OR KCMIL)	SIZE OF GROUNDING ELECTRODE CONDUCTOR (AWG)
<= #2	8
#1 OR 1/0	6
2/0 OR 3/0	4
OVER 3/0 THROUGH 350	2
OVER 350 THROUGH 600	1/0
OVER 600 THROUGH 1100	2/0
OVER 1100	SEE KEYED NOTE 16



C1 METER CABINET DETAIL  
NOT TO SCALE

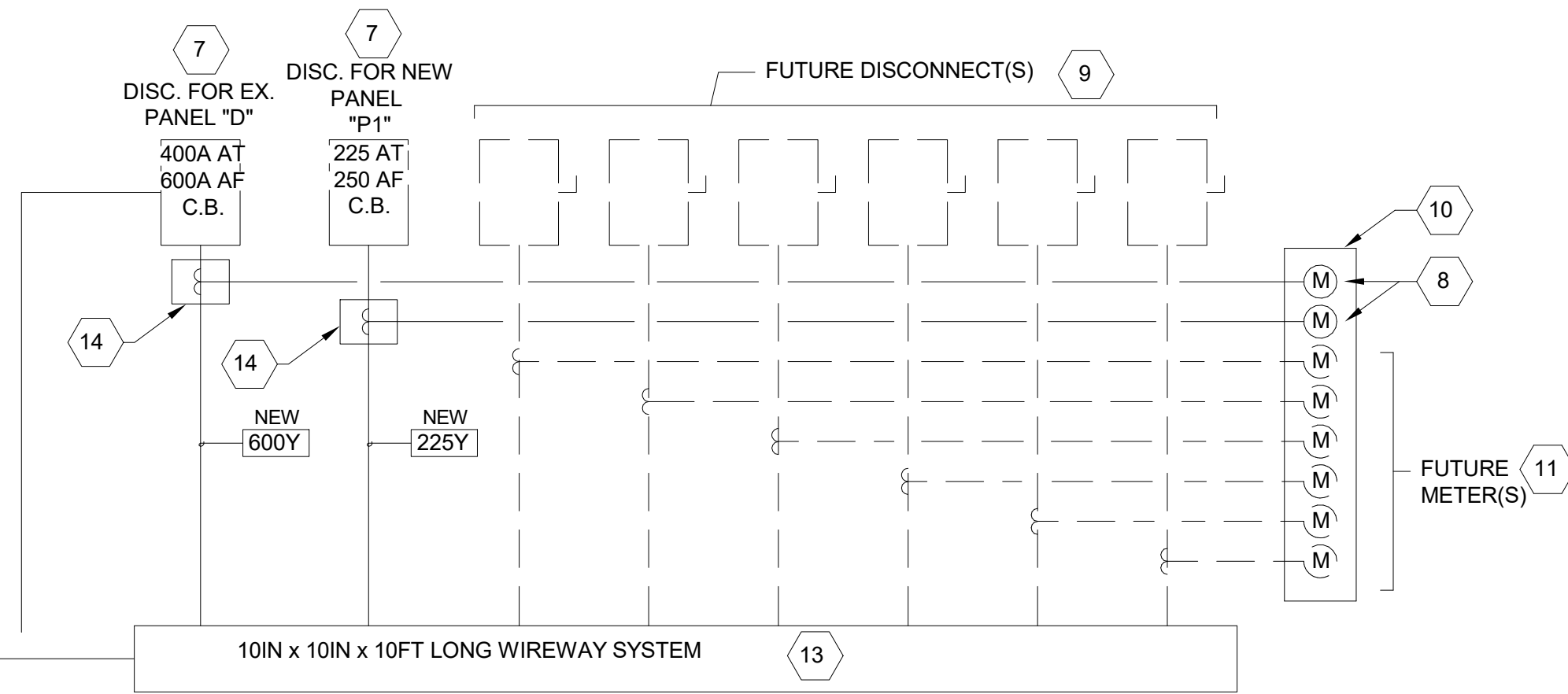
7. PROVIDE NEW MOLDED CASE CIRCUIT BREAKER WITH ELECTRONIC TRIP UNIT (LSI), SIZE AS SHOWN. WITH 100 kA INTERRUPTING RATING (MINIMUM).
8. PROVIDE NEW SQUARE D #IEM3000 SERIES ENERGY METER. COORDINATE SERIAL COMMUNICATION PROTOCOL REQUIRED WITH THE CITY OF ALBUQUERQUE.
9. SPACE FOR FUTURE DISCONNECT. PROVIDE SPACE AT WIREWAY TO ACCOMMODATE FUTURE DISCONNECTS AS NEEDED.
10. NEW MULTI-METER UNIT (MMU) ENCLOSURE. SQUARE D #MMU-1-08-02-X-2. COORDINATE INSTALLATION OF METERS IN ENCLOSURE AND BLANK OUT SPACE(S) FOR FUTURE METER(S). PROVIDE LABEL(S) ACCORDINGLY.
11. BLANK SPACE FOR FUTURE SUB-METERS. LABEL SPACES ACCORDINGLY.
12. NEW SERVICE RATED FUSIBLE DISCONNECT. PROVIDE TIME-DELAY FUSES AND ENCLOSURE (SQUARE D #H367N).
13. PROVIDE NEW WIREWAY SYSTEM; SIZE AS SHOWN. PROVIDE SPLICES AND TAPS PER ATICLE 376 OF NFPA 70.
14. COORDINATE C.T. DONUTS INSTALLATION IN DISCONNECT ENCLOSURE. PROVIDE SEPARATE ENCLOSURE AS NEEDED FOR A COMPLETE AND FULLY FUNCTIONAL INSTALLATION. REFER TO MANUFACTURER REQUIREMENTS FOR ADDITIONAL INFORMATION.

## SHEET KEYED NOTES

1. PROVIDE A NEW GROUNDING ELECTRODE SYSTEM PER 2017 NM-NEC 250.50(1). BONDING JUMPER SIZED PER GROUNDING ELECTRODE CONDUCTOR ON THIS SHEET. PROVIDE 3/0 CONDUCTOR AND BOND EXISTING BUILDING MAIN GROUNDING ELECTRODE SYSTEM.
2. EXISTING C.T. ENCLOSURE OWNED BY PNM TO REMAIN. COORDINATE WITH PNM TIE-IN CONNECTIONS AT C.T. ENCLOSURE PRIOR TO COMMENCING ANY WORK.
3. EXISTING FEEDERS/BRANCH CIRCUITS TO REMAIN AS PRESENTLY INSTALLED.
4. EXISTING FEEDER TO BE DISCONNECTED AND REMOVED. CONTRACTOR MAY RE-USE EXISTING CONDUITS FOR NEW WIRE WHEN POSSIBLE.
5. EXISTING PULL BOX TO REMAIN AS PRESENTLY INSTALLED. RE-USE BOX TO SPLICE NEW CONDUCTORS WITH EXISTING CONDUCTORS.
6. EXISTING EQUIPMENT TO REMAIN AS PRESENTLY INSTALLED.

## GENERAL NOTES

- A. COORDINATE INSTALLATION AND REQUIREMENTS OF ELECTRICAL SERVICE WITH UTILITY COMPANY. PNM REPRESENTATIVE FOR THIS PROJECT IS TERRY SADLER (505) 252-3817.
- B. INFORMATION SHOWN IS DIAGRAMMATIC AND IS NOT INTENDED TO REPRESENT PHYSICAL ARRANGEMENTS, LOCATIONS, ROUTING OR CONNECTIONS. PHYSICAL LAYOUTS ARE TO BE PER FIELD CONDITIONS AND AS INDICATED ELSEWHERE IN THE ELECTRICAL PLANS.
- C. CONTRACTOR WILL MEGGER TEST AND TORQUE ALL PANEL FEEDERS, MEASURE RESISTANCE TO GROUND AT SERVICE GROUND AND PROVIDE WRITTEN DOCUMENTATION OF TEST RESULTS.
- D. CONTRACTOR WILL LABEL ALL DISTRIBUTION EQUIPMENT PRIOR TO FINAL OBSERVATION WALK THROUGH.
- E. PROVIDE TYPED PANEL DIRECTORIES FOR EACH PANEL.
- F. REFER TO SHEET EP101 FOR ADDITIONAL GENERAL NOTES THAT ALSO APPLY TO THIS SHEET.



FEEDER SCHEDULE				
NOTE: ALL CONDUCTORS ARE COPPER, TYPE THWN/THHN UNLESS OTHERWISE NOTED.				
DESIGNATION	CONDUCTORS	GROUND	CONDUIT	NOTES
THREE PHASE FOUR WIRE & GROUND FEEDER				
20Y	4#12	12	3/4"	
25Y	4#10	10	3/4"	
30Y	4#10	10	3/4"	
35Y	4#8	10	3/4"	
40Y	4#8	10	3/4"	
45Y	4#8	10	3/4"	
50Y	4#8	10	3/4"	
60Y	4#6	10	1"	
70Y	4#4	8	1 1/4"	
80Y	4#4	8	1 1/4"	
90Y	4#2	8	1 1/4"	
100Y	4#2	8	1 1/4"	
125Y	4#1	6	1 1/2"	
150Y	4#1/0	6	2"	
175Y	4#2/0	6	2"	
200Y	4#3/0	6	2"	
225Y	4#4/0	4	2 1/2"	
250Y	4-250 KCMIL	4	3"	
300Y	4-350 KCMIL	4	3"	
350Y	4-500 KCMIL	2	4"	
400Y	4-600 KCMIL	2	4"	
450Y	(2) 4#4/0	(2) 2	(2) 2 1/2"	
500Y	(2) 4-250 KCMIL	(2) 2	(2) 3"	
600Y	(2) 4-350 KCMIL	(2) 1	(2) 3"	
700Y	(2) 4-500 KCMIL	(2) 1	(2) 4"	
800Y	(2) 4-600 KCMIL	(2) 1/0	(2) 4"	
1000Y	(3) 4-400 KCMIL	(3) 2/0	(3) 3"	
1200Y	(3) 4-600 KCMIL	(3) 3/0	(3) 4"	
1600Y	(4) 4-600 KCMIL	(4) 4/0	(4) 4"	
2000Y	(5) 4-600 KCMIL	(5) 250 KCMIL	(5) 4"	
2500Y	(6) 4-600 KCMIL	(6) 350 KCMIL	(6) 4"	
3000Y	(8) 4-500 KCMIL	(8) 400 KCMIL	(8) 4"	
4000Y	(10) 4-600 KCMIL	(10) 500 KCMIL	(10) 4"	
5000Y	(12) 4-600 KCMIL	(12) 700 KCMIL	(12) 4"	
EQUIPMENT BONDING JUMPER FOR SEPARATELY DERIVED SYSTEMS PER NEC 250.66 (PROVIDE CONDUCTOR GROUND BELOW INSTEAD OF FEEDER GROUND FOR THREE PHASE. 4-WIRE SYSTEMS INDICATED ABOVE)				
DESIGNATION	GROUND			
20YS THRU 100YS	8			
125YS THRU 150YS	6			
175YS THRU 200YS	4			
225YS THRU 300YS	2			
350YS THRU 500YS	1/0			
600YS THRU 700YS	2/0			
800YS THRU 5000YS	3/0			

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ARCHITECT

ENGINEER

## ROSENWALD BLDG

CENTRAL AVE.  
ALBUQUERQUE, NM  
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## PRELIMINARY DESIGN

PRELIMINARY DESIGN

MARK	DATE	DESCRIPTION
ISSUE: PRELIMINARY DESIGN		
DATE: 7/24/2020 9:05:22 AM		
PROJECT NO: -		
BIM FILE:		
DRAWN BY: Author		
CHECKED BY: Checker		

### SHEET TITLE

ELECTRICAL DIAGRAMS

E-601

A1 ONE LINE DIAGRAM - DEMOLITION  
NOT TO SCALE

A3 ONE LINE DIAGRAM - NEW WORK  
NOT TO SCALE

**Lease Attachment “D”****Rosenwald APD Rent Schedule**

<u>Rosenwald APD Rent Schedule</u>				
beginning at the certificate of occupancy date				
Year	Price PSF	Sq. Ft. Leased	Monthly Rent	Annual Rent
1	\$22.00	1,126	\$2,064.33	\$24,772
2	\$22.00	1,126	\$2,064.33	\$24,772
3	\$22.00	1,126	\$2,064.33	\$24,772
4	\$22.00	1,126	\$2,064.33	\$24,772
5	\$22.00	1,126	\$2,064.33	\$24,772
6	\$22.00	1,126	\$2,064.33	\$24,772
7	\$22.00	1,126	\$2,064.33	\$24,772
8	\$22.00	1,126	\$2,064.33	\$24,772
9	\$22.00	1,126	\$2,064.33	\$24,772
10	\$22.00		\$2,064.33	\$24,772

Lease Attachment "D" - Page 2

		1,126		
11	\$22.00	1,126	\$2,064.33	\$24,772
12	\$22.00	1,126	\$2,064.33	\$24,772
13	\$22.00	1,126	\$2,064.33	\$24,772
14*	\$22.00	1,126	\$2,064.33	\$18,579
				<b>\$340,615</b>
* Partial year	(9 months)			



## Lease Attachment "E"

## Tenant Improvement Termination Reimbursement Schedule

Year	Reimbursement Amount*
1	\$284,000.00
2	\$235,000.00
3	\$188,000.00
4	\$141,000.00
5	\$94,000.00
6	\$47,000.00

\*With year 1 starting on certificate of occupancy and each year thereafter measured on the anniversaries thereof.

Purchase Agreement Exhibit C

**LandAmerica Albuquerque Title 6212001200 SD**

**CONDOMINIUM DECLARATION  
FOR  
ROSENWALD BUILDING CONDOMINIUMS**

**(A Condominium formed pursuant to this Declaration and the Condominium Plat of Rosenwald Building Condominiums platting Lots 10, 11 and 12 in Block Numbered Seventeen (17) of the New Mexico Town Company's Original Townsite of the City of Albuquerque, New Mexico)**

**Introductory Provisions**

A. PGP Holdings RL 1, LLC, a California limited liability company, PGP Holdings WP 1, LLC, a California limited liability company, and PGP Holdings HW 1, LLC, a California limited liability company, collectively the "Declarant," are the owners of certain real property located in Albuquerque, Bernalillo County, New Mexico, as described with further particularity in the Plat attached hereto as **Exhibit A** (hereinafter, the "Plat"), which Plat is incorporated herein by reference, together with all easements and rights appurtenant thereto (the "Property").

B. Declarant desires to establish a condominium regime as set forth herein.

NOW, THEREFORE, Declarant makes the following Declaration:

**Declaration**

1. Submission of Property. Declarant submits the Property to the provisions of Sections 47-7A-1 et seq. NMSA 1978, known as the New Mexico Condominium Act (the "Condominium Act"), and hereby creates a condominium regime to be known as Rosenwald Building Condominiums (the "Condominium").

2. Name. The name by which the Condominium is to be identified is the Rosenwald Building Condominiums.

3. Definitions. The terms used herein shall have the meanings stated in the Condominium Act, unless otherwise defined or unless the context otherwise requires:



## Purchase Agreement Exhibit C

3.1 Association means Rosenwald Building Owners' Association, Inc., and its successors.

3.2 Bylaws means the Bylaws of the Association, including any amendments thereto, whether or not filed with the New Mexico State Corporation Commission, as from time to time amended.

3.3 Common Elements means and includes the items and areas of the Property described in Section 5.1, and shall include the tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association, as well as the items stated in the Condominium Act.

3.4 Common Expenses include (a) expenses of administration, insurance, maintenance, operation, repair or replacement of the Common Elements, and of the portions of Units to be maintained by the Association; (b) expenses declared common expenses by provisions of this Declaration or the Bylaws; and (c) any valid charge against the Condominium as a whole.

3.5 Condominium means all of the Property, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.6 Limited Common Elements means and includes those common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as described in the Condominium Act and in this Declaration.

3.7 Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3.8 Special Declarant Rights means the special rights reserved in Section 14 of this Declaration.

3.9 Unit means a unit in the Condominium as defined by the Condominium Act, and as set forth herein.

3.10 Unit Owner means the owner of a Unit.

3.11 Other terms not otherwise defined shall have the meanings specified in Section 47-7A-3 of the Condominium Act.

### 4. Development Plan.

#### 4.1 Plat and Unit Information.

## Purchase Agreement Exhibit C

(a) The Plat of the Property showing the location of the buildings and other improvements (including improvements that have been built and improvements that need not be built) and the perimeter of the Property are shown in the Plat.

(b) The total number of Units created in the Condominium as of the date of this Declaration is twenty-three (23) Units as shown on the Plat (said Units not including those Units shown on the Plat in the marked "need not be built" area). Declarant reserves the right under this Declaration to create additional Units as set forth herein. The location of Units within the building comprising the Condominium, if any, as of the date of this Declaration, is shown on the Plat. A list of all Units, their identifying numbers, locations, sizes (all as shown more fully on the Plat) and the undivided percentage interest of each Unit Owner in the Common Elements and Common Expenses ("Percentage Interest") appurtenant to each Unit determined on the basis of area, as of date of this Declaration, if any, is shown in Exhibit B hereto and incorporated herein by this reference. The area of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plat. The Percentage Interest allocated to each Unit is the ratio of the area of the Unit to the area of all Units in the Condominium expressed as a decimal fraction or as a percentage of the whole.

(c) Declarant reserves the right to create additional Units within the Condominium. A maximum of thirty-five (35) total Units may be created in the Condominium, by division of existing units or by further development, with a maximum total floor area of all Units not exceeding 37,632.83 square feet. The maximum total floor area of the Common Elements, once all Units are created, shall not exceed 25,597.17 square feet.

4.2 Unit Boundaries. Each Unit consists of the space within the boundaries defined as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

1. Upper Boundary: The horizontal plane(s) of the upper finished interior ceiling surface of each Unit including such surface. If a Unit has no ceiling, the Upper Boundary of such Unit is to the point immediately below existing ceiling rafters.

2. Lower Boundary: The horizontal plane(s) of the lower finished interior floor surface of each Unit including such surface.

## Purchase Agreement Exhibit C

The Plat shows the elevation(s) for the floor and ceiling surfaces of each Unit and the resulting Upper and Lower Boundary of each Unit. The finish surface of the floor and ceiling is considered part of each Unit provided such is non structural (i.e., non load bearing). Drywall is not considered finish surface. Concrete slab or other structural elements of the floor of the Units is not considered finish surface.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit shall be the vertical plane(s) which includes the innermost finish surface of the interior walls of each Unit, including such surface, provided that such surface is not structural. Drywall, studs and other elements of the interior walls are not part of the Units.

4.3 Relocating Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units will be permitted subject to compliance with the provisions therefor in the Bylaws and in the Condominium Act. Nothing contained herein shall be construed to prohibit the Owner or Owners of adjacent Units from removing walls or creating doorways for direct access between the Units.

### 5. Common Elements; Use of Units.

5.1 Common Elements. All portions of the Condominiums other than the Units are Common Elements. Any portion of a chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture which lies partially within and partially outside the designated boundaries of a Unit serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Any portion of any of such fixtures serving one or more but less than all Units is a Limited Common Element allocated exclusively to such Unit or Units. Any terrace, porch, enclosed yard or patio, and all roof areas covering all or a portion of same, designed to serve one or more but less than all Units, but located outside the boundaries of the Unit, is a Limited Common Element allocated exclusively to the Unit or Units which it serves. The Common Elements and Limited Common Elements shall only be used for the purposes for which they were intended in the furnishing of services and facilities for the enjoyment of the Units to which they are allocated.

5.2 Allocation of Certain Limited Common Elements. Declarant reserves the right to assign certain restroom, hallway, veranda, or other areas within the Property for the exclusive use of one or more Unit Owners as designated by Declarant, or Declarant may allocate such Common Elements as Limited Common Element pursuant to the provisions of the Condominium Act by making such allocation in the deed to the Unit to which such Limited Common Element shall be appurtenant, and by confirming such assignment by recording an appropriate amendment to this Declaration or the Plat. In the absence of any such



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assignment or allocation by Declarant, the Association, by its Board of Directors, shall have the right to make such assignment or allocation. Attached to this Declaration, as **Exhibit B**, is a definition of current Limited Common Elements appurtenant to certain Units within the Property.

5.3 Designation of Reserved Common Elements. The Association shall have the power in its discretion to designate from time to time certain Common Elements as "Reserved Common Elements" and grant reserved rights to any or less than all of the Unit Owners and to establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Association shall not be construed as a sale or disposition of the Common Elements.

5.4 Occupancy and Use of Units. No Unit shall be used for other than office and commercial purposes as permitted under the zoning and other land use laws of the City of Albuquerque, New Mexico. No nuisances shall be allowed upon the Property, nor any use or practice which interferes with the peaceful possession and proper use of the Property by the Unit Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of such party's Unit or make any use of the Common Elements that will increase the cost of insurance upon the Property.

5.5 Leasing. To the extent permitted under the applicable zoning and other land use laws of the City of Albuquerque, Unit Owners may lease entire Units or a portion thereof.

5.6 Rules and Regulations. Reasonable rules and regulations concerning the use of Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners.

5.7 Association Membership. Each Unit Owner shall, by virtue of ownership of a Unit, be a member of the Association. Each Unit shall be allocated a percentage vote in the Association equal to its Percentage Interest in the Common Elements and Common Expenses.

5.8 Common Expenses. All Common Expenses of the Condominium shall be assessed against all Units in accordance with the Percentage Interests of each Unit, except a common expense caused by misconduct of any Unit Owner or except in the following case. If, in the opinion of not less than two-thirds (2/3rds) of the members of the Board of Directors of the Association any additions, alterations, or improvements to the Condominium are exclusively or substantially exclusively for the benefit of any Unit Owner or Unit Owners

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requesting the same, such Common Expense shall be assessed against such Unit or Units in such proportions as such Unit Owners jointly approve or, if unable to agree, in such proportions as may be determined by the Association.

6. Easements. In addition to the easements created by Sections 47-7B-14 and 47-7C-7 of the Condominium Act, the following easements are hereby granted:

6.1 Use for Sales Purposes/Signs. All Units shall be subject to the statutory right in favor of Declarant provided in Section 47-7B-15 of the Condominium Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to a Unit Owner or thereafter with the consent of the Unit Owner. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant.

6.2 Easement for Ingress and Egress Through Common Elements and Access to Units.

(a) Each Unit Owner is hereby granted a non-exclusive easement in common with each other Unit Owners, appurtenant to the Unit, for ingress and egress through all Common Elements, other than Limited Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association.

(b) Declarant reserves in favor of Declarant its agents and employees, the Association and/or any other person authorized by the Association, the right of access to any Unit for maintenance, repair and/or replacement of the Common Elements. In case of emergency, such entry shall be immediate whether the Unit Owner is present at the time or not.

(c) Declarant expressly reserves for itself, its agents and employees an easement over, upon and through the Common Elements and Limited Common Elements, and the right of access to any Unit, as may be reasonably necessary, for the purpose of (i) making improvements within the Condominium and/or (ii) exercising any Special Declarant's Rights and/or (iii) discharging the Declarant's obligations under this Declaration.

7. Maintenance, Alterations and Improvements. Responsibility for the maintenance of the Property and restrictions upon the alteration and improvement thereof, shall be as follows:

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7.1 By Unit Owners. The responsibility of each Unit Owner shall be as follows:

(a) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit and any Limited Common Elements allocated to such Unit individually or in common with another Unit, in the latter case of which such responsibility shall be joint and several with the other Unit Owner(s). Such shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace the roof and the air conditioning and heating equipment serving the Unit, including any portion thereof which may be located upon the roof of the Unit, and all appliances and fixtures located in the Unit.

(c) To maintain, repair and replace exterior glass and door units serving the Unit.

(d) Not to change the appearance of any portion of the exterior of the building in which the Unit is located from that which was originally constructed, or as modified by the Association.

(e) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

7.2. By the Association. The maintenance and operation of the Common Elements (other than the Limited Common Elements) shall be the responsibility and expense of the Association.

7.3 Alteration and Improvements of Units. Neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit or building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of a building, or impair any easement, without first obtaining approval in writing of Owners of all Units in which such work is to be done and the approval of the Association. A copy of plans for all of such work shall be filed with the Association prior to the starting of the work.

7.4 Alteration and Improvement of Common Elements. After the completion of the improvements included in the Common Elements which are contemplated by this Declaration, there shall be no alteration or further improvement of common elements without prior approval in writing of the Association, subject, however, to the Special Declarant Rights described herein.



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7.5. Signage. Each Unit Owner may, subject to City of Albuquerque Ordinances and other applicable City of Albuquerque restrictions, maintain signage on the exterior of the Building, on the main glass door entrance(s) to the Building, and within the lobby area located in the interior Common Elements, subject to the following terms and provisions:

(a) Unless otherwise agreed by not less than a supermajority of 75% of the Unit Owners, signage is limited to two (2) shared exterior Building signs, to shared signage on the doors allowing access to the Building, and to one shared lobby directory identifying each building occupant, Unit Owner or its business. One exterior building sign will be on 4<sup>th</sup> Street and may contain the signage for the second and third floor Units. One exterior building sign will be on Central Avenue and may contain the signage for the first floor Units. The second and third floor Units may have shared door signage on the doors facing on to 4<sup>th</sup> Street with the north half of the double door reserved for the second floor Units and the south half of the double door for the third floor Units. The first floor Units may have signage on the doors facing Central Avenue. The exterior and door signage on both streets shall be similar in style and size to each other and appropriate to the historical character of the building and the professional nature of the businesses occupying the building as more fully described below.

(b) Each Unit Owner shall be entitled to have signage on only one of the exterior Building signs identifying its (or its tenant's or subtenant's) business; provided, (i) each Unit may have signage on only one of the two exterior signs on the Building; provided, that if one entity owns multiple Units, it may be entitled to signage for each Unit owned unless one business occupies multiple Units in which instance, that business shall have only one listing on one sign regardless of the number of Units occupied with the size of such entry as described more fully elsewhere in these Declarations, and (ii) each Unit Owner will be responsible for paying for the cost of its signage including installation and maintenance and if a Unit Owner, in order to obtain signage on the Building, is required to replace an existing Building sign in order to add its signage to the Building, the cost of the entire replacement Building sign including but not limited to the cost of the signage to be displayed on the replacement Building sign for those Unit Owner(s) who signage is being removed from the replaced Building sign and added to the replacement Building sign. In the instance of a shared Building sign, the signage shared by each such Unit Owner displayed on the Building sign shall be proportionate to the square footage contained within the Units owned by each such Unit Owner and the Unit Owner entitled to the most signage within such Building sign shall have its signage displayed as the lead signage on such Building sign.

(c) The cost of maintenance, repair and upkeep of the Building signs shall be shared proportionately by the Unit Owner(s) whose signage is displayed on the Building, in proportion to the square footage of signage for each

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Unit Owner(s). The Association shall have the right, but not the obligation, to maintain such signage and to assess, specifically, from time to time those of the Unit Owners responsible for the maintenance, repair and upkeep of such signs.

(d) Signage on the door which is the main entrance to the Building shall be shared by all Unit Owners, using the same color, size, and lettering style. Signage on any door allowing access only to specific Unit(s) shall be shared only by the Unit Owners of such Units, and shall be of the same color, size and lettering style (or, if the door materials are different, as close as practical) to that used on the main entrance to the Building. The cost of installation of door signage shall be borne by the Unit Owner(s) installing such signage. The Association shall bear the cost of maintenance, upkeep and repair of door signage for the main entrance to the Building, with the right to assess, specifically, from time to time those Unit Owners whose signage appears, from time to time, on the main entrance door. The cost of maintenance, upkeep and repair of door signage into a Unit shall be borne by the Unit Owner; provided, the Association shall have the right, but not the obligation, to maintain such signage and to assess, specifically, from time to time those of the Unit Owners responsible for the maintenance, repair and upkeep of such signage.

(e) Lobby signage shall be maintained by the Association.

(f) All building, door and lobby signage shall be maintained in a first class manner.

(g) Interior and exterior signage shall be uniform as to lettering color, style or font, and other characteristics (or, with respect to different door materials, as close thereto as practicable), for all Unit Owners, following rules established a majority of at least 66% of the Unit Owners, provided the exterior signs attached to the Building shall be limited as follows: (i) sign lettering shall not exceed in height the lesser of twenty-four (24") or that permitted under applicable city of Albuquerque sign ordinances with each sign not exceeding the lesser of 40 square feet or that permitted under applicable city of Albuquerque sign ordinances; (ii) flashing, moving or audible signs are not permitted; (iii) signage shall not include any visual images; (iv) signage shall not backlit or employ exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; and (v) signage shall not be constructed of paper or cardboard or other temporary type materials, and (vi) signage shall be compatible with the signage used in a first class office building (to be determined by a local, commercial architect selected by a majority of the Unit Owners if a majority of the Unit Owners cannot agree otherwise on whether signage is that used in a first class office building).

(h) Interior lobby signage shall be limited to a Building directory that identifies the Unit Owners and occupants and their assigned Unit

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Numbers. The Building directory shall be maintained as a Common Expense. The cost of acquiring, installing, maintaining, repairing and if necessary replacing the Building Directory shall be a Common Expense.

(i) Each Unit Owner is responsible for obtaining, for its signage, all permits and approvals required from applicable governmental authorities which permits and approvals shall include, without limitation, zoning, building code, and building permit(s).

One brochure stand may be located from time to time in the lobby of the Building for display of Unit Owner brochures. The cost of maintaining the brochure stand shall be a Common expense, and the amount of space within such stand shall be allocated to the Unit Owners based on the total number of Units owned by each Unit Owner.

7.6. HVAC. The Unit Owners owning Units on the first and second floors of the Buildings shall be allocated, on a square footage of Units basis, the cost of maintaining, repairing and replacing the existing heating, ventilation and cooling equipment servicing the Building. Unit Owners of Units located on the third floor of the Building, prior to placing such Unit(s) into service through occupancy and use (and the construction, reconstruction or alteration thereof prior to taking occupancy shall not be considered placing such Unit(s) into service), shall install for the third floor heating, ventilation and cooling equipment for the third floor, and the Unit Owners for Units within the third floor shall be responsible for the cost of maintaining, repairing and replacing such HVAC equipment with the cost of such allocated to the Unit Owners located on the third floor on a square footage of Units basis.

### 8. Insurance; Condemnation.

8.1 Insurance To Be Carried. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth herein and as set forth in the Condominium Act, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of New Mexico.

8.2 Hazard Insurance on the Units and Common Elements. The Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty to the Units and to the Common Elements and the other property of the Association as provided in this Declaration. Insurance obtained by the Association on the Units is not required to include improvements and betterments installed by Unit Owners. Owners acknowledge that insurance coverage for improvements and betterments installed by Unit Owners to their respective Units, if obtained by the Association, shall be at the cost of each

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individual Unit Owner. Each Unit Owner shall obtain its own insurance for improvements and betterments to its Unit or shall self insure such improvements and betterments at the Unit Owner's peril. All blanket hazard insurance policies shall contain a standard noncontributory mortgage clause in favor of each holder of a First Mortgage, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of holders of First Mortgages, and their successors and assigns, as their interests may appear of record in the records of the office of the County Clerk for Bernalillo County, New Mexico.

8.3 **Liability Insurance.** The Association shall obtain adequate comprehensive policy of public liability and property damage liability insurance covering all of the Units and the Common Elements, including structural coverage of the Units, in such limits as the Board may determine from time-to-time, but not in any amount less than Two Million Dollars (\$2,000,000.00) per injury, per person, and per occurrence, and in all cases covering all claims for bodily injury (including medical payments insurance) or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Condominium. All liability insurance shall name the Association as the insured.

8.4 **Fidelity Insurance.** The Association shall obtain adequate fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

8.5 **Officers' and Directors' Personal Liability Insurance.** The Association may, at its election, obtain officers' and directors' personal liability insurance to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

8.6 **Other Insurance.** The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

8.7 **Terms and Provisions for Insurance Obtained by the Association and Owners.** The Association shall obtain and maintain, to the extent reasonably



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available, insurance policies with the coverage as provided for in this Declaration with the following terms or provisions:

(a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Unit Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days' prior written notice to all of the Unit Owners, holders of First Mortgages on Units of the Condominium, and the Association.

(b) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of First Mortgages at least ten (10) days prior to the expiration of the then-current policies.

(c) All liability insurance shall be carried in blanket form, naming the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of First Mortgages, their successors and assigns and Unit Owners as insureds.

(d) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Units and the Common Elements, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause.

(e) All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Unit Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Unit Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Unit Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

8.8 Owner Acknowledgment of Insurance Owners Are Advised to Individually Obtain. Unit Owners acknowledge that they have been advised to carry, and may carry, insurance on the betterments and Improvements installed at their Unit by them and on personal property in their Unit, for their benefit and at their expenses, provided that the liability of the carriers issuing insurance obtained

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by the Association shall not be affected or diminished by reason of any such insurance carried by Unit Owners and provided, further, that the policies of insurance carried by the Association shall be primary, even if a Unit Owner has other insurance that covers the same loss or losses as covered by policies of the Association. In this regard, the Association's insurance coverage, as specified hereunder, does not obviate the need for Unit Owners to obtain insurance for their own benefit.

8.9 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Unit Owners, the Association and the Unit Owners hereby waive and release all claims against one another, the Board, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by and of said persons.

8.10 Annual Insurance Review. The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.

8.11 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien Security Interest. The Association shall hold any insurance proceeds in trust for the Association, Unit Owners and holders of First Mortgage as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Unit Owners and holders of First Mortgages are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

8.12 Duty to Repair. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Unit Owner.

8.13 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Unit Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Condominium Act.

9. Assessments. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws of the Association and subject to the following provisions:

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9.1 Share of Common Expense. Except as specifically provided hereinabove, each Unit Owner shall be liable for the Proportionate Share of the Common Expenses, and shall share in any common surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the Unit owned by the Unit Owner. Common expenses shall be assessed and paid as set forth in the Bylaws of the Association.

9.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the day when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of 12% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The rate of interest may be increased or decreased from time to time by the Association.

9.3 Lien for Assessments. Any unpaid assessment remaining unpaid for thirty (30) days after it is due shall automatically become a lien on the Unit to which it is assessed. The lien for unpaid assessments shall also secure reasonable attorney's fees and expenses incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Association may, without further consent or authorization, file a written notice of such lien. Any such lien may be foreclosed as a mortgage under New Mexico law or by power of sale pursuant to the New Mexico Deed of Trust Act, as amended, Section 48-10-1 et. seq., N.M.S.A. 1978 Comp. (herein the "Deed of Trust Act").

Each Unit Owner grants the Association all rights, powers and remedies afforded a trustee and beneficiary under the Deed of Trust Act, whether or not such rights, powers and remedies are granted in this Declaration; and the provisions of the Deed of Trust Act are incorporated herein by reference.

The right of redemption with respect to the foreclosure of such lien shall be **one (1) month in lieu of nine (9) months** following completion of a sale to foreclose a Unit.

9.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

9.5 Yearly Budget. At the annual meeting of the Association or at a special meeting of an Association called for such purpose, the Unit Owners shall be afforded the opportunity to ratify a budget of the projected revenues, expenditures (both ordinary and capital) and reserves for that Association's next fiscal year as

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proposed by that Association's Board of Directors. Unless at the meeting a Majority of Owners, rather than a majority of those present and voting in person or by proxy, reject the proposed budget, the budget is ratified whether or not a quorum is present at the meeting. In the event the proposed budget is rejected, the budget last ratified by the Unit Owners continues until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors as provided above. The capital expenditures of the Association, once approved at an annual meeting, shall not be increased by more than 10% by amendment approved at a special meeting of the Association without approval of a majority of at least 66% of Unit Owners unless (a) the proposed capital expenditure is of the nature of an emergency capital expenditure which, if not made, threatens imminent damage or harm to the Building or Common Elements, or (b) the proposed amendment is necessary to maintain the Building as a first class office building.

### 10. Amendment of Declaration.

10.1 Mortgagee Consent. Other than any Amendment of the Declaration by the Declarant under its reserved Special Declarant Rights, no Amendment of the Declaration may be made by the Association or the Unit Owners without prior written approval of all holders of first mortgages or deeds of trust (herein "First Mortgagees") encumbering the Unit or Units which are affected by such Amendment, where such Amendment:

(a) Changes the Percentage Interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;

(b) Subdivides, partitions or relocates the boundaries of any Unit or the Common Elements or Limited Common Elements;

(c) By act or omission, seeks to abandon or terminate the Condominium;

(d) By act or omission, seeks to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this subparagraph);

(e) Uses hazard insurance proceeds for losses to any Property (whether Units or Common Elements) for other than the repair, replacement, or reconstruction of such Condominium Property;



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(f) Imposes any restriction on the right of a Unit Owner to sell or transfer his or her Unit; or

(g) Changes the votes in the Association allocated by this Declaration.

10.2 Vote of Unit Owners. Except as otherwise provided or reserved herein or in the Condominium Act, this Declaration may be amended only by a vote of Unit Owners of Units holding at least sixty-six and two thirds percent (66.66%) of the total Allocated or Percentage Interests, or as further restricted in the Bylaws.

10.3 Declarant Consent. No amendment to this Declaration which purports to decrease, modify or otherwise limit the Special Declarant Rights hereunder shall be valid unless approved by the Declarant and the written consent of the Declarant is endorsed thereon prior to the recording of such Amendment.

11. Declarant's Right to Lease. Declarant shall retain title to each Unit not sold to any purchaser. Declarant retains the right to enter into one or more leases or other rental arrangements with others for the rental of Units retained by Declarant and not sold to any purchaser.

### 12. Priority of Mortgages.

12.1 Mortgagee Priority. Except as specifically provided in this Declaration, no provision of the Declaration shall be construed to grant to any Unit Owner, or to any other person, any priority over the lien rights of First Mortgagees or as provided in Section 12.3 below.

12.2 Subordination. Notwithstanding any other provisions of this Declaration to the contrary, the lien of any assessment levied pursuant to the Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect, the rights of first mortgagees holding a prior first mortgage or deed of trust (herein, a "First Mortgage") made in good faith for value received; provided, that such first mortgage secures a loan initially made by an institutional lender; and, provided further, that such subordination shall apply only to assessments on a Unit which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure or to any deed or other proceeding in lieu of foreclosure, and any such sale or transfer in foreclosure or in lieu of foreclosure shall not relieve the purchaser of the Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

12.3. Subordination in favor of Small Business Administration. Notwithstanding any other provisions of this Declaration, the lien of any

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assessment levied pursuant to the Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect, the rights of the Small Business Administration holding a Section 504 Mortgage position on a Unit; and, provided further, that such subordination shall apply only to assessments on a Unit which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure or to any deed or other proceeding in lieu of foreclosure, and any such sale or transfer in foreclosure or in lieu of foreclosure shall not relieve the purchaser of the Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

13. Association. The operation of the Condominium shall be by the Association, a corporation not for profit under the laws of New Mexico which shall fulfill its functions pursuant to the following provisions:

13.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit C.

13.2 The Bylaws. The Bylaws of the Association shall be the Bylaws of the Condominium, a copy of which is attached as Exhibit D, as same may be amended from time to time.

13.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or the other Owners or persons.

13.4 Restraint Upon Separation.

(a) The undivided share in the Common Elements and/or Limited Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit whether or not separately described.

(b) A share in the Common Elements or Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

(c) The share in the Common Elements or Limited Common Elements appurtenant to a Unit shall remain undivided and no action for partition of the Common Elements or Limited Common Elements shall lie.

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13.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, each decision shall be expressed by the same person who would cast the vote of such Owner if in an Association meeting, unless the joinder of all record Owners is specifically required by this Declaration.

13.6 Powers of Association. The Association shall have all the powers provided for in Section 47-7C-2 of the Condominium Act including but not limited to the right to assign its right to future income (including the right to receive Common Expense Assessments) for the purpose of securing repayment of funds borrowed or indebtedness incurred by the Association in the performance of its responsibilities.

13.7 Control of Declarant. Notwithstanding anything to the contrary in this Declaration, the Articles of Incorporation or the Bylaws, Declarant shall designate, remove and replace the Directors of the Association until the earlier of (i) the expiration of the maximum time for Declarant control permitted by Section 47-7C-3 of the Condominium Act, or (ii) thirty (30) days after written notice by Declarant of its voluntary relinquishment of Declarant's rights to appoint and remove officers and members of the Board of Directors.

13.8 Severability. The invalidity or unenforceability of any provisions of this Condominium Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or affect of the remaining provisions of this Condominium Declaration and in such event all of the other provisions of the Condominium Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein.

### 14. Special Declarant Rights/Development Rights.

14.1 Nothing in this Declaration or the Plat shall limit, and no Unit Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or re-subdivide any portion of the Property, or to complete improvements or additional Units on and within any portion of the Property, or to alter the foregoing or its construction plans and designs (including a decrease in the total number of Units or the total floor area of all Units combined), or to construct such additional improvements as Declarant deems advisable in the course of development of the Property, including the relocation of or the increase or decrease in designated Common Elements and Limited Common Elements of the Property for so long as any Unit in the Condominium or planned or otherwise contemplated by Declarant for the Condominium remains unsold.

14.2. The Declarant's Development Rights include specifically the right to construct a fourth (4<sup>th</sup>) floor on the building comprising the Property so as

## Purchase Agreement Exhibit C

to create additional Units as shown on the Plat for the fourth (4<sup>th</sup>) floor "Need Not Be Built" area. Declarant's Development Rights shall also include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of its business of completing the work and disposing of the Units by sale, lease or otherwise.

14.3 Each Unit Owner, by accepting a deed to a Unit, hereby acknowledges that the Condominium Activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Unit, and each Unit Owner hereby consents to such inconvenience or nuisance. This Declaration and the Plat shall not limit the right of Declarant at any time prior to acquisition of title to a Unit by a purchaser from Declarant to establish upon or within that Unit additional licenses, easements, reservations and rights-of-way to itself, to utility companies or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property.

14.4 Declarant may use any of the Units owned by Declarant as model complexes or sales or leasing offices. Declarant need not seek or obtain Association approval of any improvement or building constructed or placed on any portion of Property by Declarant. The rights of Declarant hereunder elsewhere in this Declaration may be assigned by Declarant to any successor in interest to any portion of Declarant's interest in any portion of the Property by a written assignment. Declarant shall be entitled to the nonexclusive use of the Common Area and any facilities thereon, without further cost, for access, ingress, egress, use or enjoyment, to show the Property to its prospective purchasers or lessees and dispose of the Property as provided herein.

14.5 Declarant, its successors and tenants, shall also be entitled to the nonexclusive use of any portions of the Property which comprise drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property. Each Unit Owner grants, by acceptance of the deed to such Owner's Unit, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise its rights under this Section or under other Sections of this Declaration. Notwithstanding any other provision of the Declaration, the prior written approval of Declarant, as developer of the Property, will be required before any amendment to this Section shall be effective.

14.6 The special rights of Declarant described herein shall be exercised not later than the ten (10) year anniversary of the first recording of this Declaration in the official records of Bernalillo County, New Mexico.

## Purchase Agreement Exhibit C

15. Insurance. Insurance covering the Condominium Property shall be maintained by the Association, as set forth in the Bylaws of the Association. The cost of insurance shall be apportioned among Unit Owners as Common Expenses. The Association shall not be required to insure the contents of any Unit.

16. Prohibition Against Timeshares. No Unit may be subdivided into timeshares, interval ownerships, use periods or any similar property interest commonly considered to fall within the general conception of timesharing.

17. Taxes. The Association shall elect whether the entire Property shall be deemed a single parcel for purposes of ad valorem assessment and taxation or whether each Unit on the Property (together with the respective Percentage Interest in the Common Elements appurtenant thereto) shall be deemed a separate parcel for the purpose of such assessment and taxation. Declarant shall be responsible for ad valorem taxes on the portion of the Common Elements with respect to which Special Development Rights have been reserved; provided, that as such area is made Unit(s) and Common Elements pursuant to this Declaration, such area shall be taxed to the Association and/or Unit Owner(s) on the same terms as other Units and Common Elements.

18. Title Matters; Disclosures. The Condominium is subject to the following special title matters, to wit:

18.1 The Condominium is a City of Albuquerque landmark. Notice of the Landmark designation was filed of record in the Office of the County Clerk for Bernalillo County, New Mexico, on June 27, 1990, in Book 90-10, at Page 7696. Any change to the exterior of the Condominium must be approved by the Albuquerque Landmarks and Urban Conservation Commission or its successor agency.

18.2 The Condominium is subject to a Grant of Façade Easement filed of record in the office of the County Clerk for Bernalillo County, New Mexico, on December 21, 1988, in Book MS 696A, at Page 151-156. The exterior surfaces of the Condominium are subject to the terms and restrictions contained in the Grant of Façade Easement.

18.3. All parking for the Condominium is currently provided by public parking on public streets. The Condominium has no private parking.



**Purchase Agreement Exhibit D****PROMISSORY NOTE**

\$340,615.00

Albuquerque, New Mexico

Date: \_\_\_\_\_, 2021

For value received, Townsite QO21, LLC, a New Mexico limited liability company ("Maker"), by and through execution of this Promissory Note ("Note") promises to pay to the order of City of Albuquerque ("Holder") at P.O. Box 1093, Albuquerque, NM 87103 (or such other place as the Holder instructs in writing), the principal sum of THREE HUNDRED FORTY THOUSAND, SIX HUNDRED FIFTEEN DOLLARS and No/100 (\$340,615.00), without interest except in case of default, which is payable as more specifically set forth herein.

Maker and Holder have entered into that certain Real Estate Purchase and Sale Agreement ("Purchase Agreement") for the purchase of Holder's interest in real property located at 320 Central Avenue NW in Albuquerque, New Mexico ("Property"), pursuant to which Agreement, Maker has requested and Holder has agreed to provide financing for the purchase of the Property. The principal of this Note shall not at any time exceed the sum of THREE HUNDRED FORTY THOUSAND, SIX HUNDRED FIFTEEN DOLLARS and No/100 (\$340,615.00).

**A. REPAYMENT OF NOTE.**

Maker shall pay one hundred sixty five (165) monthly payments in the amount of TWO THOUSAND, SIXTY FOUR DOLLARS AND 33/100 (\$2,064.33) each, commencing on the date of issuance of certificate of occupancy for the Premises as defined in that certain lease between Maker (as Landlord) and Holder (as Tenant) with respect to certain leased premises used by the Albuquerque Police Department and located within the Rosenwald Building, 320 Central Ave. SW, Albuquerque, New Mexico 87102 (the "Lease") and continuing on the same day of each succeeding month for a total of thirteen (13) full years, plus an additional nine (9) monthly payments thereafter, each in the amount of TWO THOUSAND, SIXTY FOUR DOLLARS AND 33/100 (\$2,064.33), in accordance with the schedule attached hereto as **Promissory Note Exhibit A** (the "Payment Schedule"). Per agreement of Holder and Maker, Maker's monthly Note payments due hereunder shall be credited each month against, and shall reciprocally offset each month against, the periodic rent due from Holder to Maker pursuant to the Lease.

A. COMPLETE DISCHARGE.

Upon Maker's payment in full of all monies due herein, and any accrued interest, Holder will mark this note as "Paid in Full" and deliver the original hereof to Maker.

C. GENERAL TERMS AND CONDITIONS.

- (1) All capitalized terms used in this Note have the meaning provided in the Purchase Agreement unless otherwise specifically defined herein.
- (2) Maker has agreed to purchase the Property "AS IS" and all contingencies have been waived by Maker including, but not limited to title, survey, environmental and soil conditions.
- (3) No interest shall accrue or be payable on the principal balance of this Note provided that Maker is not in default on its obligations as set forth herein. If an event of default shall occur, interest shall accrue on any principal amounts outstanding and any advances as provided herein.
- (4) The entire principal balance shall become immediately due and payable upon:  
(1) the bankruptcy or reorganization of the Maker under the Bankruptcy Code or the Internal Revenue Code of 1954, as amended; or (2) the dissolution or liquidation of the Maker prior to the permitted assignment of Maker's rights and assumption of its obligations hereunder.
- (5) All cash payments hereunder shall be payable in lawful money of the United States, which shall be legal tender for public and private debts at the time of payment, at the office of the City Treasurer, or at such other place as the Holder hereof may from time to time give notice in writing to the Maker.
- (6) Prepayments of all or any part of the principal balance of this Note may be made at any time and from time to time by Maker. No premium or penalty shall be charged in connection with such prepayment.
- (7) This Note is secured by a Mortgage and Security Agreement ("Mortgage") of even date herewith granted by the Maker to the Holder, conveying a mortgage and security interest in the Property, which Mortgage is to be filed for record in the Office of the Clerk of Bernalillo County, New Mexico.
- (8) All provisions of the Mortgage are incorporated herein by reference including, but not limited to, the following definitions of default:

- (i) failure to pay any installment of principal in the manner provided in this Note within fifteen (15) days after receipt of written request for payment; or
  - (ii) failure to cure any default of any mortgage loan to which the Mortgage is subordinate; or
  - (iii) failure to cure any of the terms of the Purchase Agreement; or
  - (v) failure to cure any of the terms of the Lease; or
  - (vi) Maker sells or conveys the Property, or any component thereof, to a third party who does not agree in writing, in an instrument approved by Holder, to assume all the obligations of Maker, its successors and assigns under the Purchase Agreement, this Note, and the Mortgage; or
  - (vi) default in the performance of any of the other covenants contained in this Note or in the Mortgage.
- (9) Maker waives presentment for payment, protest notice of protest and notice of dishonor.
- (10) Maker consents to any number of renewals or extensions of the time of payment hereof. Any such renewals or extensions may be made without notice to Maker and without affecting its liability.
- (11) Failure to accelerate the indebtedness evidenced hereby by reason of default in the payment of an installment of principal, interest, or principal and interest, or the acceptance of a past due installment of the same, shall not be construed as a novation of this Note or as a waiver of the right of the Holder to thereafter insist upon strict compliance with the terms of this Note without previous notice of such intention being given to the Maker.
- (12) This Note shall not be changed orally, but only by a written agreement signed by both Holder and Maker.
- (13) As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective successors, legal representatives and assigns, whether voluntary by action of the parties or involuntary by operation of law.
- (14) This Note shall be construed according to the laws of the State of New Mexico.



- (15) Any and all references in this Note to any other document or documents shall be references to such document or documents as the same may from time to time be modified, amended, renewed, consolidated or extended.
- (16) Notwithstanding anything to the contrary herein, no interest shall be payable hereunder in excess of that which may be legally collected under the laws of the State of New Mexico.
- (17) The representative of Maker subscribing below represents that he has full power, authority and legal right to execute and deliver this Note and that the debt evidenced hereby constitutes a valid and binding obligation of Maker.
- (18) This Note is executed in Albuquerque, New Mexico, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

TOWNSITE QO21, LLC

By: \_\_\_\_\_  
Edward T. Garcia, Managing Member  
P.O. Box 26207  
Albuquerque, NM 87125-6207

# PROMISSORY NOTE EXHIBIT A

## PAYMENT SCHEDULE

(Note Payments Correspond with Rosenwald APD Rent Schedule)

<u>Rosenwald APD Rent Schedule</u>				
beginning at the certificate of occupancy date				
Year	Price PSF	Sq. Ft. Leased	Monthly Rent	Annual Rent
1	\$22.00	1,126	\$2,064.33	\$24,772
2	\$22.00	1,126	\$2,064.33	\$24,772
3	\$22.00	1,126	\$2,064.33	\$24,772
4	\$22.00	1,126	\$2,064.33	\$24,772
5	\$22.00	1,126	\$2,064.33	\$24,772
6	\$22.00	1,126	\$2,064.33	\$24,772
7	\$22.00	1,126	\$2,064.33	\$24,772
8	\$22.00	1,126	\$2,064.33	\$24,772
9	\$22.00	1,126	\$2,064.33	\$24,772
10	\$22.00	1,126	\$2,064.33	\$24,772
11	\$22.00	1,126	\$2,064.33	\$24,772
12	\$22.00	1,126	\$2,064.33	\$24,772
13	\$22.00	1,126	\$2,064.33	\$24,772
14*	\$22.00	1,126	\$2,064.33	\$18,579
				<b>\$340,615</b>
* Partial year	(9 months)			

**Rosenwald Condominiums**  
320 Central Ave. NW, Albuquerque, NM

PURCHASE MORTGAGE AND SECURITY AGREEMENT  
(Not to Exceed the Principal Sum of \$340,615.00)

KNOW ALL MEN BY THESE PRESENTS THAT this Mortgage and Security Agreement ("Mortgage") made this \_\_\_\_ of \_\_\_\_\_, 2020, between the Mortgagor, TOWNSITE QO21, LLC a New Mexico nonprofit corporation, whose address is P.O. Box 25181, Albuquerque, New Mexico 871125 ("Borrower"), and the Mortgagee, the CITY OF ALBUQUERQUE, a New Mexico municipal corporation, organized and existing under its Charter and the Constitution and laws of the State of New Mexico, with offices at 1 Civic Plaza, Albuquerque, New Mexico 87103 ("Lender");

WITNESSETH:

WHEREAS, Borrower is indebted to Lender in the principal sum of THREE HUNDRED FORTY DOLLARS, SIX HUNDRED FIFTEEN AND 00/100 DOLLARS (\$340,615.00), which indebtedness is evidenced by that certain "Promissory Note" of even date herewith, executed by Borrower, and attached hereto as **Mortgage Exhibit A**.

WHEREAS, The Promissory Note reflects the schedule of installment payments that Borrower requested and Lender has agreed to allow Borrower to make for the purchase of interest in real property located at 320 Central Avenue NW in Albuquerque referred to and defined as "City's Interest" in that certain purchase and sale agreement negotiated and executed by and between Lender and Borrower (the "Purchase Agreement") and as more specifically defined in the "Exhibit A" attached thereto.

THEREFORE, LENDER AND BORROWER HEREIN AGREE AS FOLLOWS:

Capitalized terms used in this Mortgage shall have the same meanings as defined in the Purchase Agreement unless otherwise specifically defined in this Mortgage.

This Mortgage secures Borrower's repayment of the indebtedness evidenced by the above referenced Promissory Note and all renewals, extensions and modifications thereof. It further secures the performance of all covenants contained therein and herein, and the payment of all amounts advanced, if any, or costs incurred by Lender, if any, to protect the security and status of this Mortgage or in connection with the enforcement of this Mortgage or the Promissory Note.

In the event of any default by Borrower in performing Borrower's obligations herein,

interest shall accrue on any and all unpaid balances and/or costs at the rate of twelve (12) percent per annum.

The performance of the each of the covenants, agreements and obligations herein of Borrower are mandatory and any breach is subject to foreclosure as provided herein and by law.

For consideration paid, Borrower does hereby grant a mortgage lien and security interest to Lender, its successors and assigns, in all of Borrower's estate, right, title and interest in the following described property, whether now owned, or hereafter held or acquired, with mortgage covenants:

- (a) All of Borrower's fee simple estate and legal interest in the following described real property situated in the City of Albuquerque, County of Bernalillo, and State of New Mexico (the "Property"):

An undivided two-third interest in the real property located at and a *pro rata* share (based on total square footage and including basement storage) of the common areas of the structure located at 320 Central Avenue NW in Albuquerque, New Mexico, together with sole ownership of the first and second floors of such structure, all as more specifically described as follows:

Units No. 100, 110, 120, 130, 140, 150, 160, 200, 210, 220, 230, 240 and 250 of the ROSENWALD BUILDING CONDOMINIUMS as established by that certain Condominium Declaration of Rosenwald building Condominiums recorded September 27, 2007, as Document No. 2007138160 records of Bernalillo County, New Mexico and the Condominium Plat of ROSENWALD BUILDING CONDOMINIUMS, Lots 10-12, Block 17, New Mexico Town Company's Original Townsite, Section 10, T.10N, R.3E., N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on the common elements appurtenant to said unit and the limited common elements that may be appurtenant to said unit, pursuant to said declaration.

Subject to reservations, easements and restrictions of record, and to the terms of the foregoing Condominium Declaration and Condominium Plat of Rosenwald Building Condominiums.

- (b) All buildings and improvements, structures, additions, tenements, easements, infrastructure, hereditament, and appurtenances belonging or in anywise appertaining to the aforesaid Property, now existing or hereafter acquired,

installed, or constructed and the revision or reversions, remainder and remainders rents, issues, and profits thereof;

- (c) All right, title and interest of Borrower, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Property to the centerline hereof;
- (d) All right, title and interest of Borrower in all fixtures, fittings, appliances, apparatus, equipment, machinery, building materials, inventory and other articles of personal property and replacements thereof, now or at any time hereafter, affixed to, attached to, placed upon or used in anyway in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Property, together with any proceeds realized from the sale, transfer or conversion of any of the above;
- (e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards or judgments, and any unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Borrower;
- (f) To the extent assignable, all contracts, agreements and understandings now or hereafter entered into, relating to or involving the performance of any work, the rendering of any services, the supply of any materials or the conduct of operations in the management of the Property including without limitation, construction contracts, architect agreements, development agreements, lease agreement, management agreements, franchise agreements and other similar agreements;
- (g) To the extent assignable, any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished, whether necessary or not, for the operation and use of the Property, including, without limitation, building permits, environmental certificates, certificates of occupancy, certificates of operation, or licenses;
- (h) All municipal or utility deposits made by or on behalf of Borrower or made in connection with the Property, together with all escrow accounts or reserves maintained or required to be maintained by Borrower hereunder.

All of the assignments referenced above are subject to the right of the Borrower to collect, receive, apply, manage, and use the rights assigned until the occurrence of an event of default hereunder.

The maximum amount of unpaid loan indebtedness, exclusive of interest thereon or advances of additional funding, which may be outstanding at any time, is  
THREE

HUNDRED FORTY DOLLARS, SIX HUNDRED FIFTEEN AND 00/100 DOLLARS (\$340,615.00).

Borrower represents and warrants that it has full right and authority to grant this Mortgage, and that it will warrant and defend the lien and interest of the Lender in the Property against all claims and demands whatsoever, except for any encumbrances acceptable to Lender, and that Borrower will maintain the priority of the lien of and the security interest granted by this Mortgage upon the Property until the Promissory Note is paid in full and the Mortgage is defeased as provided herein.

The Borrower, at its expense, shall cause this Mortgage and instruments supplemental hereto and financing statements and all necessary supplements and appropriate continuation statements, to be recorded, registered, and filed in such manner and in such places as may be directed from time to time by Lender as required in order to establish, preserve, and protect the lien of this Mortgage as a valid first mortgage lien on all real property, fixtures, and interests therein included in the Property, and a valid, perfected first priority security interest in all personal property, fixtures and interest therein included in the Property, including in each such case and without limitation, any such personal property acquired after the execution hereof.

All property of every kind acquired by the Borrower after the date hereof which, by the terms hereof, is intended to be subject to the lien of this Mortgage, shall immediately upon the acquisition thereof by the Borrower, and without further mortgage or assignment, become subject to the lien of this Mortgage as fully as though now owned by the Borrower and specifically described herein. Borrower shall take such actions and execute such additional instruments as the Lender shall reasonably require to further evidence or confirm the subjection to the lien of this Mortgage of any such after-acquired property.

This Mortgage constitutes a security agreement as to all or any part of the Property which is of a nature that a security interest therein can be perfected under the Uniform Commercial Code. This Mortgage also constitutes a financing statement with respect to any and all property included in the Property which constitute, or may become, fixtures.

Borrower shall pay promptly when due all taxes, tax increment payments, assessments, and other governmental charges on the Property which, if not paid, may become a lien on the Property or any part thereof.

During any construction or renovation on the Property, Borrower, at its expense, will keep or cause to be kept, the Property fully insured by a policy or policies of Builder's Risk and Fire Insurance in an amount not less than the outstanding balances of the loan evidenced by the Promissory Note. Thereafter, during the term of the loan, evidenced by the Promissory Note, the Borrower, at its expense, will keep or cause to be kept, the Property insured in an amount not less than the outstanding balances of the loan evidenced by the Promissory Note against fire with extended coverage. During the term of the loan, Borrower

shall maintain the Property in good order and condition, ordinary wear and tear excepted, and will make all necessary or appropriate repairs and replacements. All policies of insurance required by this paragraph shall be endorsed to indicate Lender as an additional insured Mortgagee.

In the event of any damage or injury to the Property, Borrower agrees that it will either repay its obligations under the Promissory Note in full, or it will take any and all actions necessary to restore the Property substantially to its condition prior to the damage or injury, and shall apply any proceeds of such insurance coverage, to the extent necessary, to the costs of such restoration.

If Borrower shall fail to make any payments or perform any act required to be paid or performed hereunder or under the Promissory Note, Lender may, but shall be under no obligation to do so, upon ten (10) days written notice to the Borrower, make such payment or perform such act for the account of Borrower and at the expense of Borrower. All payments so made by Lender and all costs, fees and expenses incurred in connection therewith shall, together with interest thereon as provided herein, be additional indebtedness secured by this Mortgage, to the extent permitted by law, and shall be paid by Borrower to Lender on demand. In any action brought to collect such indebtedness, or to foreclose this Mortgage, Lender shall be entitled to the recovery of such expenses in such action, including reasonable attorneys' fees, except as limited by law or judicial order or decision rendered in any such proceedings.

Notwithstanding any other provisions of this Mortgage or the Promissory Note, upon any failure by Borrower to pay when due any installment of principal or interest under the Promissory Note, if such failure is not cured within fifteen (15) days after receipt of written notice from Lender, such failure to pay or cure shall constitute an immediate default entitling Lender to exercise any remedy hereafter described in this paragraph, or elsewhere in this Mortgage or the Promissory Note. Upon any failure to observe or perform any other obligation under this Mortgage, which has not been remedied or cured within thirty (30) days after receipt of written notice thereof from Lender, or for such longer period as the Lender may agree to in writing, then Lender at its option may declare a default to have occurred hereunder. Subject to the foregoing provisions, with respect to either a default in failure to make payment or any other default, the remedies available to Lender include its ability at any time at its election to exercise any or all or any combination of the remedies conferred upon or reserved to it under this Mortgage, the Promissory Note, or now or hereafter existing at law or in equity. Without limitation, Lender may declare the entire unpaid principal balance, and any interest balance, of the Promissory Note immediately due and payable without further notice or demand, the same being expressly waived by the Borrower, and Lender may proceed at law or equity to collect all amounts secured by this Mortgage and due hereunder, whether at maturity or by acceleration, and Lender may foreclose the lien of this Mortgage as against all or any part of the Property, and Lender may exercise any rights, powers, and remedies it may have as a secured party under the Uniform Commercial Code or other similar laws in effect from time to time.

Each right, power, and remedy of the Lender provided for in this Mortgage or the Promissory Note, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Mortgage or the Promissory Note, and the exercise or beginning of exercise or partial exercise by Lender of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Lender of any other such rights, power or remedies.

No failure by Lender to insist upon the strict performance of any term whereof to exercise any right, power, or remedy consequent upon a breach hereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, and this Mortgage shall continue in full force and effect with respect to any other then existing or subsequent breach.

This Mortgage and the Promissory Note shall be released upon Lender's sole and reasonable determination that all payments of principal, and any applicable interest, have been received by Lender. Upon final payment, Borrower shall submit, for the Lender's consideration, a written request for a release of this Mortgage and for the release and termination of the Promissory Note. Upon receipt of said request, if the Lender determines that all of Borrower's obligations under the Mortgage and Promissory Note have been completed satisfactorily, Lender will execute a Release of Mortgage to be filed in the office of the Bernalillo County Clerk by Borrower, with a recorded copy delivered to Lender, and the Promissory Note shall be marked "Paid in Full" and delivered to Borrower. Absent such a determination by Lender, this Mortgage shall remain in full force and effect in law and equity forever.

The existence and lien of this Mortgage shall not impede or affect the right of Borrower from time to time with respect to all or a portion of the Property, to dedicate public areas by subdivision plat or otherwise, including streets, easements and park areas, grant to public utilities and other agencies entitled thereto ordinary and necessary easements, and apply for and obtain zoning acceptable to Borrower.

In the event of foreclosure of this Mortgage, Borrower expressly and knowingly agrees that the period of redemption shall be one (1) month in lieu of the statutory redemption period of nine (9) months.

Time is of the essence with respect to the performance and/or payment by Borrower of all obligations of this Mortgage.

Borrower shall have no right to assign this Mortgage without the prior written consent of the Lender.

Unless Lender or Borrower gives written instructions to the other party of a change in the person or address set forth below, all notices, demands or requests permitted or required to be given under the provisions of this Mortgage or the



Promissory Note shall be mailed via certified mail, with return receipt requested, to the following addresses:

LENDER:

City of Albuquerque  
P.O. Box 1293  
Albuquerque, New Mexico 87103  
Attn: Metropolitan Redevelopment Manager

BORROWER:

Townsite QO21, LLC  
c/o Edward T. Garcia  
PO Box 26207  
Albuquerque, NM 87125-6207

IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of signature below.

TOWNSITE QO21, LLC,  
a New Mexico limited liability company

By: \_\_\_\_\_  
Edward T. Garcia, its managing member

STATE OF NEW MEXICO     )  
                                          ) ss.  
COUNTY OF BERNALILLO     )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021 by Edward T. Garcia, managing member of Townsite QO21, LLC, a New Mexico limited liability company.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF AGREEMENT TO SUBORDINATE BY  
LENDER/MORTGAGEE**

Lender/Mortgagee, the CITY OF ALBUQUERQUE, hereby acknowledges and agrees that Borrower shall have the right, at any time more than one-year (1-year) following the effective date of this Mortgage, to request that Lender/Mortgagee subordinate, and Lender/Mortgagee shall have the obligation reasonably to subordinate (in a reasonable, recordable writing), this Mortgage to a commercially-obtained construction and permanent first mortgage loan to be obtained by Borrower, TOWNSITE QO21, LLC, in an original principal amount not exceeding Five Hundred Thousand Dollars (\$500,000.00), the proceeds of which first mortgage loan will be used by Borrower solely for the purpose of further, new-money renovations to the Property which is the subject of this Mortgage.

**CITY OF ALBUQUERQUE, A New Mexico  
Municipal Corporation, Lender/Mortgagee**

Sarita Nair, Chief Administrative Officer

[illegible]

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021 by Sarita Nair, Chief Administrative Officer of the City of Albuquerque, a New Mexico Municipal Corporation

Notary Public

## **-LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between the **City of Albuquerque**, a New Mexico municipal corporation ("City"), and **Townsite QO21, LLC**, a New Mexico limited liability company ("Landlord"). The City and Landlord referred to herein jointly as the "Parties," and each individually referred to as a "Party."

### **RECITALS**

WHEREAS, the City has agreed to sell to Landlord the entirety of the City's partial ownership interest in the building commonly referred to as the "Rosenwald Building" together with the entirety of the City's corresponding partial ownership interest in the real property on which the Rosenwald Building is situated, located at 320 Central Ave SW, Albuquerque, New Mexico 87102; and

WHEREAS, the City's ownership interest in the Rosenwald Building is comprised of the first and second floors of the three-story building, as well as an undivided two-thirds interest in common areas, the storage basement, and the real property, as legally described in Exhibit A of the REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Purchase Agreement") duly executed by and between the City and the Landlord simultaneously with this Lease; and

WHEREAS, as part of the Purchase Agreement, the Buyer has executed a promissory note, attached hereto as **Attachment F**, the terms of repayment thereof are also relevant to and associated with this Lease (the "Promissory Note"), which Promissory Note has been secured by a mortgage agreement also executed by Buyer; and

WHEREAS, the City's agreement to sell to Landlord the City's Ownership Interest is specifically contingent upon Landlord and the City simultaneously executing this Lease; and

WHEREAS, the City desires to lease from Landlord the interior northeast corner of the first floor of the Rosenwald Building for use as a downtown Albuquerque Police Department ("APD") sub-station; and

WHEREAS, Landlord has agreed to make certain tenant improvements to the interior northwest corner of the first floor pursuant to the City's required specifications in order to provide turnkey accommodations that meet the needs of APD; and

WHEREAS, the execution of this Lease, pursuant to and as part of the transaction conveying the City's ownership interest to the Landlord, together with the tenant

improvements to be performed by Landlord, at the Landlord's sole expense for the benefit of City, and the lease payments from the City to Landlord pursuant to the terms of this Lease (which in turn are to be offset on a month-by-month basis against the payments due in the same monthly amount against payments due from Landlord to City pursuant to Landlord's Promissory Note to City for the balance of the purchase price under the Purchase Agreement) are intended by the Parties to collectively constitute the mutual consideration for the purchase price of the City's Interest in the Rosenwald Building; and

WHEREAS, the Parties therefore enter into this Lease.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, and further upon the terms and conditions set forth herein, Landlord and City hereby agree as follows:

#### **I. THE PROPERTY.**

The Property is comprised of the building commonly referred to as the Rosenwald Building, as well as the land and the improvements located thereon, ("Property"), altogether totaling approximately 41,730 square feet, all as more specifically shown on **Attachment A**.

#### **II. LANDLORD'S OWNERSHIP INTEREST.**

Upon Closing of the sale pursuant to the Purchase Agreement, the City's Ownership Interest in the Property shall transfer to the Landlord via quitclaim deed, and the Landlord will then possess an ownership interest in the first and second floors of the three-story building, as well as an undivided two-thirds interest in common areas, the storage basement, and the real property, as legally described in Exhibit A of the Purchase Agreement (the "Landlord's Ownership Interest").

#### **III. THE PREMISES.**

"The Premises" to be leased by the City is defined as the interior northwest corner of the first floor of the Rosenwald Building which is a part of the Landlord's Ownership Interest (subsequent to Closing pursuant to the Purchase Agreement) and which contains approximately 1,126 square feet, all as more specifically shown on **Attachment B**, attached hereto.

#### **IV. TERM, TERMINATION AND RENEWAL.**

1. Effective Date. This Lease shall not be binding upon the Parties until it is approved by the Albuquerque City Council and signed by the Chief Administrative Officer or authorized designee (the "Effective Date").
2. Delivery Date. Landlord shall deliver and provide full access to the Premises to the City upon the Commencement Date, as defined below.

3. Lease Commencement Date; Rent Commencement Date. The “Lease Commencement Date” shall be memorialized in writing by the Parties and will occur no later than thirty (30) days after the completion of all agreed upon improvements to the Premises and the issuance of a Certificate of Occupancy for the Premises. The “Lease Commencement Date” shall be the same as the Rent Commencement Date.
4. Lease Expiration Date; Term. This Lease shall terminate thirteen (13) years and nine (9) months from last day of the month of the Lease Commencement Date (the “Lease Expiration Date”). The “Term” of the Lease shall be from the Lease Commencement Date through close of business on the Lease Expiration Date.
5. Option to Extend Term.
  - A. So long as the City is not in default (beyond the applicable period of notice and cure) at the time, and upon written notice to Landlord at least six (6) months prior to the expiration of the Term, City shall have the right to extend the original Term, in at least annual increments (each such extension an “Extended Term”), for up to an additional ten (10) years following the original Lease Expiration Date (the “Option to Extend”), in which case, City shall pay Base Rent (as defined below) to Landlord for the Premises during any such Extended Term pursuant to the terms in Section VI below which payments shall no longer be subject to offset against Promissory Note payments due from Landlord, following payment of the Promissory Note.
  - B. City must exercise its Option to Extend Term by written notice to Landlord at least annually, and must deliver to Landlord at least six (6) months prior to the end of the original Term or then-current Extended Term of this Lease, failing which timely exercise the City’s option to extend Term shall thereafter automatically lapse.
  - C. City may exercise its Option to Extend the Term of this Lease by more than one year at a time, via any such timely, written, exercise of option notice, but not beyond a total of ten (10) years following the original Lease Expiration Date.
6. Holding Over. In the event City fails to exercise an Option to Extend the Term but remains in possession of the Premises after the expiration of a Lease term (herein “Holdover”), City shall be deemed to be occupying said Premises as a tenant from month-to-month. Base Rent for any Holdover period shall be calculated set forth in Section VI, below and shall be paid on a monthly basis. Any additional charges called for under the terms of this Lease, including, without limitation, those denominated in this Lease as additional Rent, shall also be due from City during any period of Holdover, and City’s possession of the Premises during any such Holdover period shall otherwise be subject to all the conditions,

provisions and obligations of this Lease. A Holdover month-to-month tenancy may be terminated by either party upon at least a sixty (60) day prior written notice to the other.

**V. PURPOSE AND USE OF PREMISES.**

- A. City desires to lease the Premises for the purpose of using it for a downtown APD substation and uses reasonably associated with and related to this use (the "Purpose"). The City may obtain permission for other uses of the Premises from the Landlord by obtaining Landlord's prior written consent, and Landlord shall not unreasonably withhold such consent.
- B. City shall continuously (except for short term closures due to fire, casualty, condemnation, weather, permitted or approved City remodeling not exceeding sixty (60) days, or other causes beyond City's control ("Permitted Closures")) use the Premises, subject to the terms, conditions, and limitations set forth in this Lease.
- C. City shall operate and maintain the Premises in a safe, sanitary and operable condition.
- D. To the extent that City is responsible or liable for the Premises and/or activities conducted thereon, at City's sole cost, City shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws, rules and regulations, now or hereafter enacted or amended, affecting the Premises and directly relating to and arising out of City's use of the Premises for the Purpose.
- E. City shall properly handle and dispose of all hazardous substances pursuant to environmental laws. City shall take all appropriate measures necessary to prevent the release on or from the Premises of any hazardous substances. Neither Party shall create or bring on the Premises any hazardous substances or permit any third party to do so in violation of environmental laws. Should City become aware of the existence of any hazardous substance on the Premises, City shall immediately notify Landlord of such hazardous substance.
- F. City shall not allow political activities or campaigning by candidates for any elected office on the Premises.
- G. City shall not allow smoking on the Premises or at the Property at any time by any person in non-designated areas.
- H. City shall not use, occupy or permit the Premises or any part of the Premises to be used or occupied, or do or permit anything to be done in or on the Premises in any manner which would knowingly:

1. Cause or be likely to cause structural damage to the Premises or any part thereof, or adversely affect the mechanical, electrical, plumbing or other base building systems.
2. Cause, permit or suffer any waste or damage or private nuisance, disfigurement or injury to the Premises or the fixtures or equipment thereof, other than due to normal wear and tear.
3. Cause the cancellation of any insurance policies related to the Premises. All property kept, stored or maintained by City within the Premises shall be there at City's sole risk.

## **VI. RENT.**

### **1. Base Rent.**

- A. Initial Term. Per agreement of Landlord and City, the City's monthly Base Rent of \$2,064.33 per month for thirteen (13) years plus \$2,064.33 per month for nine (9) additional months during the original Term of this Lease, shall be credited each month against and reciprocally offset each month against the monthly installment payments due from Landlord to City under Landlord's Promissory Note pursuant to the Purchase Agreement, in a total amount of \$340,615 over such thirteen (13) years and nine (9) month Term, and as more specifically set forth in **Attachment D** attached hereto and made a part hereof (and in the corresponding Payment Schedule attached to the Promissory Note).
- B. Holdover. Base Rent for any Holdover period shall be at the immediately preceding base annual rental rate, plus ten Percent (10%).
- C. Extended Term(s). Base Rent for any Extended Term pursuant to the exercise by City of an Option to Extend shall be set to the then-current market rental rate for the leased Premises as of the start of each such exercised Extended Term based on comparable leases of comparable premises in a comparable location in Albuquerque (including comparable lease terms as to maintenance and utilities), and shall never be less than the rent payable hereunder by the City to Landlord during the immediately preceding Lease term.

### **2. Time, Place and Manner of Payments.**

- A. During the initial Term, no monetary rent payment or additional rent payments shall be due from City to Landlord, pursuant to the framework for offset of Base Rent against Promissory Note payments described in paragraph VI(1)(A).

- B. All amounts payable to Landlord under this Lease for any Base Rent during any Holdover period under paragraph IV(6), or Extended Term under paragraph IV(5), or for any other reason, shall be payable to Townsite QO21, LLC, c/o Edward T. Garcia, PO Box 26207, Albuquerque, New Mexico 87125-6207, or at such other place as the Landlord may designate in writing from time to time for this purpose.
- C. Base Rent during any such Holdover or Extended Term shall be paid by check or electronic funds transfer.

**VII. BUILD OUT AND IMPROVEMENTS – CONDITION PRECEDENT TO LEASEHOLD – IMPROVEMENT ALLOWANCE.**

1. Landlord shall, at its sole cost and expense (except as otherwise provided herein), complete the specific renovations, improvements and upgrades (the “Renovation”) of the Premises as specifically identified and set forth in **Attachment C**, Landlord’s Build Out Allowance/Budget and Tenant’s Design Plan and Specifications, which are attached hereto and incorporated herein by reference.
2. Landlord’s completion of the Renovation in accordance with this Section of this Lease is a condition precedent to the commencement of this Lease. Tenant shall have the option and right to terminate this Lease prior to its Commencement, upon 45 days’ advance written notice of intention to terminate and opportunity to cure delivered to Landlord, if Landlord fails to complete the Renovation to Tenant’s reasonable satisfaction in accordance with the requirements of and within the time frame required by this Section of this Lease. However, Landlord shall not thereby be required to incur expense to perform the Renovation which exceeds the amount shown in Landlord’s Build Out Allowance/Budget which is part of **Attachment C** (the “Maximum Improvement Allowance”). The Maximum Improvement Allowance has been negotiated between Landlord and Tenant in order to reduce the scope and cost of Tenant’s Design Plan and Specifications (also a part of **Attachment C**). Tenant’s Design Plan and Specifications shall therefore necessarily be deemed to have been modified and reduced in scope by Landlord’s Build Out Allowance/Budget. Landlord’s Build Out Allowance/Budget shall supersede and govern in cases of conflicts between Landlord’s Build Out Allowance/Budget and Tenant’s Design Plan and Specifications. Tenant acknowledges and agrees that any cost reasonably required to perform the Renovation to Tenant’s reasonable satisfaction which exceeds the Maximum Improvement Allowance must be paid by Tenant, not Landlord.
3. If Tenant duly terminates this Lease prior to the Lease Commencement Date due to Landlord’s failure to complete the Renovation as required under the preceding



Paragraph, then Landlord's Promissory Note (**Attachment F**) shall become immediately due and payable in full, and this Lease shall be held for naught.

4. In performing the Renovation, Landlord agrees that Landlord and all contractors performing Renovation work shall: (i) comply with all applicable building codes, laws, regulations and local ordinances; (ii) have and/or obtain prior to work performance all required permits and licenses, and shall maintain them for the duration of the Renovation performance; (iii) have the necessary experience, knowledge and skill to perform the work; and (iv) perform all Renovation work consistent with industry standards and accepted best practices.
5. Unless otherwise agreed to in writing between the Parties, the Renovation to the Premises shall be completed within seven (7) months of the Effective Date, and the City shall take occupancy within thirty (30) days thereof.
6. Any additional improvements, upgrades, or renovations in addition to the originally agreed upon Renovation as per **Attachment C**, requested by either Party, if mutually agreed to by both Parties, shall be memorialized in writing along with the terms for the cost sharing and performance thereof to be set forth and executed by authorized representatives of both Parties.
7. At the City's sole discretion, upon written notice to Landlord, City may pay for and install additional final "finishing" upgrades, including but not limited to signage, to the Premises, which items upon termination or expiration of this Lease, if they are either 1. trade fixtures, or 2. able to be removed without causing permanent damage to the Premises, shall remain the sole property of the City.

#### **VIII. LEASE OF PREMISES.**

1. The leasehold interest granted by this Lease shall be subject and subordinate to the right of the Landlord and other owners of public utilities to operate, maintain, repair, modify, realign, replace and reconstruct all public utilities in, under, across and upon the Premises and to all easements, licenses and restrictions now or hereafter granted by the Landlord to third parties in the Premises.
2. The leasehold includes with the right of ingress and egress to and from the Premises and across other property owned by the Landlord that is adjacent to the Premises in a manner directed by the Landlord.
3. Landlord shall allow City reasonable access to the building electric lines, feeders, wiring, telephone rooms, electrical closets and other conduits, pipes and facilities to accommodate City's telecommunication systems. City's right to the use of and access to the Landlord's facilities shall be without charge other than the rent provided for herein. However, no installation of telephone, computer or other

telecommunication systems shall be made until the installation plan has been approved in writing by Landlord in advance of installation.

4. The Landlord shall provide all keys and access cards for the Premises. Keys and/or access cards lost by City shall be duplicated by Landlord at City's expense. Subject to specific provisions herein to the contrary, locks shall not be altered unless approved by the Landlord in advance in writing. Lock changes, if approved, shall be at the sole cost of City.
5. The Premises is located within a building designed for the occupancy of more than one tenant; City acknowledges that the building contains areas intended for the use in common by all occupants of the building.
  - A. As long as City occupies the Premises, City and its employees, agents, and invitees shall have the right to use, in common with the Landlord, its successors, assigns and other tenants, all of the Common Areas (defined below), except for areas reserved for the exclusive use of Landlord or other tenants or occupants of the building.
  - B. At this time there is no such Common Area that is reserved for Landlord or other tenants or occupants. Landlord shall provide reasonable advance written notice to the City regarding what areas, if any, may be set aside for such exclusive use in the future.

#### **IX. QUIET ENJOYMENT.**

Upon the performance of all terms, conditions, and covenants of this Lease, which the City is required to perform, the City shall, at all times during the Term peaceably and quietly enjoy the Premises without any disturbance from the Landlord.

#### **X. ACCEPTANCE OF PROPERTY.**

City acknowledges and represents that following completion of the Renovation and prior to occupying, it will examine the Premises and will determine by its own independent evaluation that the Premises meets all build out requirements, that the Renovation has been performed to the specifications set forth in this Lease and the Attachments hereto, and that the Premises is suitable and usable for the Purpose intended by City and contemplated by this Lease.

#### **XI. PERMITS AND LICENSES.**

City shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises and otherwise comply with all applicable laws, ordinances and governmental regulations. City shall immediately notify Landlord in the event any permit, license or approval necessary for the operation of City's business from the Premises is revoked or suspended. If such revocation or suspension is not corrected

within twenty (20) days after notice to Landlord (or such longer period as is reasonable so long as City initiates such correction within the twenty (20) day period and thereafter diligently and continuously works towards correcting the revocation or suspension) then it shall be an automatic event of Default under this Lease (as defined below).

## **XII. COMMON AREAS.**

1. All of the portions of the Landlord's Ownership Interest in the Property made available by Landlord for use in common by tenants and their employees and invitees ("Common Areas") shall remain subject to Landlord's exclusive control at all times.
2. City shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas that interferes in any way with the use of the Common Areas by other parties.
3. City's use of the Common Areas shall be subject to the other provisions of this Lease. City's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or City's right to possession of the Premises.
4. Landlord shall be entitled to make such changes in the Common Areas as it deems appropriate and to determine the nature and extent of all Common Areas. Landlord shall have the right to close all or any portion of the Common Areas, in which case Landlord shall provide advance written notice to the City. Landlord reserves the right to use, or to permit or deny the use of the Common Areas for any purpose that in Landlord's sole reasonable opinion may be in the best interests of the Landlord's Ownership Interest of the Property, including without limitation promotions, events, exhibits, displays, shows and other activities.
5. The Common Areas, at Landlord's election, may include areas in adjoining properties that are or become available to Landlord. Without limiting the generality of the foregoing, the Common Areas may include, as designated by Landlord from time to time, building roofs, exterior walls, foundations, sidewalks, streets or roadways, passageways, service corridors, loading platforms, truck docks, delivery areas, ramps, stairs, landscaped areas, directory signs and equipment, common lighting facilities, common drainage facilities and areas, restrooms, drinking fountains and all other decorations, fixtures, improvements and other common facilities located in or serving any of the foregoing, except to the extent reserved for use by designated tenants.

## **XIII. REPAIRS AND MAINTENANCE, CITY'S NEGLIGENCE AND SUBSTANTIAL DAMAGE.**

1. Landlord Repairs and Maintenance.
  - A. The Landlord shall, at its sole cost and expense, make all necessary repairs and replacements to the Premises, including the heating system, air conditioning system, roof, mechanical and electrical equipment, the exterior and interior

architectural finish, light fixtures, bathroom fixtures, together with related plumbing or electrical services, and any other fixtures owned by the Landlord, and keep all said property and equipment and fixtures in good and tenantable condition during the term of this Lease, except that (1) Landlord shall not be required to make any repairs occasioned by the act or negligence of City, and (2) Landlord's maintenance obligation does not include routine replacement of lightbulbs within the Premises or correction of sink or toilet stoppages in the Premises restroom or breakroom which result from plumbing fixture misuse.

- B. Landlord shall maintain all Common Areas of the Landlord's Ownership Interest.
- C. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, City shall give immediate written notice thereof to Landlord, and City shall not be responsible in any way for failure to make any such repairs.
- D. If any portion of the Landlord's Ownership Interest or Premises is damaged through the fault or negligence of City, then City shall promptly and properly repair the same at no cost to Landlord; provided, however, that Landlord may, at its option, make such repairs and City shall, after receipt of itemized invoice, on demand, pay the reasonable and actual cost thereof to Landlord.
- E. If Landlord fails to perform its obligations under this Section, City will deliver a written notice to Landlord describing its failure and Landlord shall commence repairs or maintenance within ten (10) business days after receipt of such notice and shall diligently prosecute such repairs or maintenance to completion.
- F. If Landlord fails to make or commence to make repairs within ten (10) business days after Landlord's receipt of City's notice, then upon an additional three (3) business days' notice, City may perform the repairs or maintenance and Landlord will reimburse City for the actual, reasonable cost after City's written request accompanied by written substantiation of City's cost. If Landlord fails to reimburse City within thirty (30) days after Landlord's receipt of City's request for payment, accompanied by reasonable detailed backup, then City may deduct the actual, reasonable cost from the Rent.
- G. If Landlord's failure to perform its obligation adversely and materially affects City's business operations in the Premises, or in the event of emergency causing an imminent threat to human life and safety or substantial property damage, then upon such notice as is reasonable and practicable under the circumstances, City may perform the repairs or maintenance and be reimbursed by Landlord for the actual, reasonable cost of such performance. If Landlord does not reimburse City within thirty (30) days after delivery by City of request for reimbursement, accompanied by reasonably detailed backup, City may deduct

the actual, reasonable cost of such performance from Base Rent thereafter coming due. City may exercise other remedies available under this Lease, at law or in equity.

H. If Landlord makes any repairs pursuant to this Section, Landlord shall use reasonable efforts to prevent damage to City's property. Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs or arising out of the repairs themselves, unless the damage results from the Landlord's, its employees' or agents' negligence or willful misconduct. Landlord shall not be liable or responsible for breakdowns or temporary interruptions in access or utilities nor for interference with City's business or City's access to the Premises during the course of repairs or remedial work, unless resulting from the negligence or willful misconduct of Landlord. Notwithstanding anything herein to the contrary, Landlord shall not be liable for consequential, punitive, special or speculative damages.

2. City Repairs and Maintenance. City shall maintain, repair and replace its own furniture, fixtures, and equipment.
3. Janitorial Services and Trash Removal. City is responsible for all janitorial services related to the cleaning of the Premises during the term, including replacement of paper products in the interior restroom and breakroom. Landlord will provide a common refuse receptacle for City's use at or adjacent to the nearby alley, and Landlord will arrange and pay for regular refuse removal from the receptacle.
4. Fire or Other Casualty Loss. In the event of damage to or destruction at the Premises by fire or other casualty which is not so extensive as to prevent restoration within ninety (90) days, Landlord, at its sole cost and expense, shall commence restoration of the Premises within thirty (30) days after City provides notice in writing to Lessor of such casualty. Unless otherwise agreed to in writing between the Parties, the restoration shall proceed diligently and be completed no more than ninety (90) days after the date the work began, and Landlord shall restore the Premises to as good a condition as they were immediately prior to such casualty. If the City reasonably determines that the damage has rendered the Premises untenantable, in whole or in part, there shall be a just and proportionate part of the rent abated until the Premises have been fully repaired and restored. If the Premises are damaged so extensively they cannot, in the City's reasonable opinion, be restored within ninety (90) days after commencement of such repairs, City may, at its option, by written notice to Landlord, terminate this Lease prospectively effective as of the date of the casualty to the leased Premises, and the balance of the purchase price for the City's Interest in the Rosenwald Building pursuant to the Purchase Agreement and Landlord's Promissory Note shall be due in full to be paid by the Landlord to the City within sixty (60) days of the date of Landlord's receipt of notice of termination from the City. The balance shall be calculated as the difference between (a) \$340,615.00 and (b) the amount

credited by virtue of the Lease and the City's tenancy through the date of the casualty, pursuant to the terms of the Purchase Agreement and this Lease.

5. Adverse Conditions. In the event of dangerous or adverse weather or other conditions, City shall make their own decision as to the closure of the Premises and shall be responsible for salting public entrances to the Premises.

**XIV. PARKING.** There shall be no parking associated with this Lease.

**XV. SURRENDER UPON TERMINATION.**

1. At the expiration of the Term of this Lease, City shall surrender the Premises to the Landlord in as good condition as it was in at the beginning of the Term, reasonable use, wear and tear excepted, clean and free of debris.
2. City shall remove from the Premises City's personal property, including any trade fixtures and any fixtures and improvements that, pursuant to Section VII, paragraph 5, can be removed without causing damage to the Premises and of which City has retained sole ownership.
3. Subject to Section VII, paragraph 5, any and all improvements made to the Premises during the term hereof shall, unless Landlord requests their removal, belong to the Landlord without compensation, allowance or credit to City, except movable trade fixtures, furnishings and equipment of the City, which can be removed without defacing the Premises or the Property. City shall repair any damage to the Premises occasioned by the installation or removal of City's trade fixtures, furnishings and equipment.
4. Any of City's personal property left by City at the expiration of the Term of this Lease and not removed shall, at the option of the City, become the property of the Landlord and the Landlord shall be entitled to use, sell or otherwise dispose of such personal property.

**XVI. ALTERATIONS AND LIENS.**

1. Alterations.
  - A. With the exception of the "finishing" upgrades under Section VII, paragraph 5, City shall not make any alterations, improvements, additions or changes to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.
  - B. In the event that City makes any alterations to the Premises, City agrees to use only contractors licensed and insured in the State of New Mexico and City shall ensure that all work is performed in a good and workmanlike manner, all materials used are of a quality comparable to or better than those in the Premises

and all alterations shall be done in accordance with plans and specifications approved by Landlord.

- C. Prior to the commencement of work on any improvement or alteration, City and Landlord shall coordinate to ensure that Landlord has adequate opportunity to make any required posting of notices so as to avoid potential penalties and/or liability for liens.
2. Liens. City will pay all costs of construction done by it or caused to be done by it on the Premises as permitted by this Lease. City will keep the Property free and clear of all construction, mechanic's, materialman's, laborer's and supplier's liens, resulting from construction done by or for City. The interest of Landlord in the Premises and the Landlord's Ownership Interest shall not be subject to liens for improvements made by City. Any lien filed by any contractor, materialman, laborer or supplier performing work for City shall attach only to City's interest in the Premises. If any construction, mechanic's, materialman's, laborer's or supplier's lien is ever claimed, fixed or asserted against the Premises or any other portion of the Property in connection with any such City work, City shall, within 30 days after receipt by City of notice of such lien, discharge same as a lien either by payment or by posting of any bond as permitted by law. If City shall fail to discharge any such lien, whether valid or not, within 30 days after receipt of notice from City, Landlord shall have the right, but not the obligation, to discharge such lien on behalf of City and all reasonable and actual costs and expenses incurred by Landlord associated with the discharge of the lien, including, without limitation, reasonable attorneys' fees, which costs and fees shall be immediately due and payable by City.

## **XVII. UTILITIES.**

1. Landlord's Responsibility.
  - A. Landlord shall be responsible for connecting, maintaining and paying for utility service for water, gas and electric to the Premises, including the posting of any required deposits.
  - B. City shall not install any equipment or fixtures, or use the same, in any manner that exceeds the safe and lawful capacity of any utility equipment or lines serving the Premises.
  - C. Landlord shall not be liable in damages or otherwise for any failure, variation, shortage or interruption of any utilities or service that does not arise out of Landlord's actions or omissions, and City shall not be entitled to terminate this Lease or abate any portion of the Rent as a result thereof.
  - D. Notwithstanding anything contained herein to the contrary, if an interruption of City's utilities results from Landlord's or its agents' or contractors' negligence

or misconduct, and City as a result of such interruption is not able to operate in the Premises for longer than twenty-four (24) consecutive hours, then commencing with the twenty-fifth hour and for each hour until service is restored and City is able to resume operation as usual in the Premises, City shall be entitled to assess against Landlord all costs incurred by the City to operate its APD substation at a different location .

- E. Regardless of the cause of the interruption, in the event of a service interruption of water, electric or gas service, Landlord shall use commercially reasonable efforts to have the interrupted utility service to the Premises restored as soon as reasonably possible.
- F. Landlord shall additionally arrange directly for all refuse removal services from the common building trash receptacle(s) and shall cause all refuse to be removed with sufficient frequency to prevent odors or accumulation.

2. City's Responsibility.

- A. The City shall be responsible for connecting, maintaining and paying for telephone, telecommunications and/or networking services in the Premises (including but not limited to wireless, digital subscriber line (DSL), satellite and/or cable), and for any security systems and monitoring used by the City, including any deposits that may be required.
- B. Landlord understands and agrees that connection of such service(s) may require that the providers attach, install and/or affix cables or other equipment to the inside and/or outside of the structure being leased by the City, that such attachment and installation is standard and routine in the industry and is necessary for the provision of such services, and Landlord therefore grants to City the necessary permission to allow the authorized installers for the service providers to do so.

**XVIII. DEFAULT AND REMEDIES.**

- 1. Default. The occurrence of any one or more of the following events shall constitute a default by City ("Default"):
- A. The abandonment of the Premises by City for a period of ninety (90) consecutive calendar days, where "abandonment" means ceasing to conduct any business whatsoever at or on the Premises.
- B. The failure by City to observe or perform any of the material, express covenants or provisions of this Lease, where such failure shall continue for a period of thirty (30) consecutive calendar days after City's receipt of written notice thereof from the Landlord, provided that if the nature of City's default is such that more than thirty



(30) consecutive calendar days are reasonably required for its cure, then City shall not be deemed to be in default if City commences to cure within the thirty (30) day period, and thereafter diligently and continuously prosecutes such cure to completion.

2. Landlord's Remedies. In the event of Default by City, as defined above, the Landlord, in addition to any other remedies set forth in this Lease, may at its discretion without further notice or demand, exercise any one or more of the following remedies:

A. Landlord may terminate the Lease for Default by the City by providing written notice to the City specifying the date for termination, which will also serve as the date by which the City is to vacate the Premises and the date on which the Landlord shall be entitled to retake possession. In such event this Lease and the leasehold estate hereby created shall automatically terminate upon that date with the same force and effect and to the same extent as if the specified termination date was the day originally fixed in this Lease for the expiration of the Lease Term. In the event Landlord terminates the Lease under this Section, the Parties understand and agree to proceed pursuant to the following provisions, which are necessary to ensure that all accounting for this business transaction tracks and aligns as originally intended pursuant to the terms of this Lease and the original Purchase Agreement.

- a. If termination occurs during the first six (6) years after the Lease Commencement Date:
  - i. the City shall have the obligation to reimburse Landlord for tenant improvements pursuant to the "Tenant Improvement Termination Reimbursement Schedule" attached as **Attachment E** hereto and incorporated herein (the "TI Reimbursement"); and
  - ii. The balance of purchase price for the City's Interest in the Rosenwald Building shall be due in full to be paid by the Landlord to the City within thirty (30) days of the termination of the Lease. The balance due shall be calculated as the difference between (a) \$340,615.00, and the sum of (b) the TI Reimbursement, plus (c) the amount credited by virtue of the Lease and the City's tenancy through the date of the termination pursuant to the terms of the Purchase Agreement and this Lease.
- b. If termination occurs at least six (6) years or more after the Lease Commencement Date:
  - i. the City shall have no monetary reimbursement obligation to Landlord for tenant improvements to the Premises; and

- ii. The balance of purchase price for the City's Interest in the Rosenwald Building shall be due in full to be paid by the Landlord to the City within thirty (30) days of the termination of the Lease. The balance due shall be calculated as the difference between (a) \$340,615.00, and (b) the amount credited by virtue of the Lease and the City's tenancy through the date of the termination pursuant to the terms of the Purchase Agreement and this Lease.

B. Alternatively, Landlord may continue this Lease in effect, and as long as the Landlord does not terminate City's right to possession, Landlord may enforce all of its rights and remedies under the Lease.

**XIX. RIGHT OF ENTRY.** Upon ten (10) days advance notice to the City, the Landlord, its agents and other representatives shall have the right to enter into and upon the Premises or any part thereof at reasonable times for the purpose of inspecting the Premises or making repairs or alterations therein as may be necessary for the safety and preservation of the Premises. In the event of an emergency as determined by the Landlord, the Landlord, its agents and other representatives may enter at any time, without the aforementioned notice.

**XX. ASSIGNMENT AND SUBLETTING.** City shall not assign this Lease or sublet the whole or any part of the Premises at any time for any reason without the Landlord's prior written approval, which approval will not be withheld unreasonably. Landlord shall not assign or transfer, in whole or in part, any of Landlord's rights and obligations hereunder, or the Premises, without City's prior written approval, which approval will not be withheld unreasonably.

**XXI. TAXES AND ASSESSMENTS.** To the extent applicable, City shall promptly pay all personal property taxes and other exactions assessed or assessable and pay all license and permit fees applicable to the City's operation, and acquire and keep current all licenses, municipal, state or federal, required as a result of the City's operation on the Premises and shall not allow any of said taxes, excises or fees to become delinquent.

**XXII. INSURANCE.** The City agrees to self-insure such equivalent amounts of insurance in the kinds and amounts set forth below, throughout the Term (including any holding over period and any extended term) of this Lease:

1. City is self-insured for general liability insurance with limits prescribed in Section 4-4-19 of the New Mexico Tort Claims Act, NMSA 1978.
2. City is self-insured for workers' compensation exposure as to comply with the laws and regulations of the State of New Mexico up to \$2,000,000 per occurrence and City shall carry at all times such workers' compensation insurance for losses exceeding \$2,000,000. City shall provide Landlord with a letter of self-insurance prior to the date of occupancy by City; and, within thirty (30) days of each anniversary of City's

providing such proof of insurance. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Lease. Any liability incurred in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1 et seq., NMSA 1978, as amended. The insurance policies described in this Section XXII shall be reasonably acceptable to Landlord in form and content, and (ii) shall not be materially changed without at least ten (10) days prior written Notice to Landlord.

**XXIII. ETHICS AND CAMPAIGN PRACTICES BOARD, FAIR DEALING AND CONFLICT OF INTEREST.**

1. Landlord agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") with any records or information pertaining in any manner to this Lease whenever such records or information are within Landlord's custody, are germane to an investigation authorized by the Board and are requested by the Board. Landlord further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. Landlord agrees to require that all contractors, subcontractors, or sub-consultants employed by Landlord for any of the services performed under the terms of this Lease will agree in writing to comply with the provisions of this paragraph. Landlord, will not be compensated for its time or any costs it incurs in complying with the requirements of this paragraph.
2. Upon execution of this Lease, or within five (5) days after the acquisition of any interest described in this Section during the Term of this Lease, the Landlord shall disclose in writing to the City whether any City Councilor or other officer or employee of the City has or hereafter acquires any direct, indirect, legal or beneficial interest in the City or in any contract, Lease or agreement between the Landlord and City or in any franchise, concession, right or privilege of any nature granted by the Landlord to the City in this Lease.
3. Landlord covenants and warrants that the only person or firm interested in this Lease as principal or principals is named in this Lease, and that this Lease is entered into by the Landlord without collusion on the part of the City with any person or firm, without fraud and in good faith. The Landlord also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Lease, will be offered or given by the Landlord or any agent or representative of the Landlord to any officer or employee of the City with a view towards securing this Lease or for securing more favorable treatment with respect to making any determinations with respect to performing this Lease.

**XXIV. DISCRIMINATION PROHIBITED.** In the operation and use of the Premises, the Landlord and City shall not on the grounds of race, color, religion, sexual orientation, sexual preference, national origin or ancestry, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 CFR Parts

21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and the New Mexico Human Rights Act. Without limiting the generality of the foregoing, the Landlord and City shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sexual preference, national origin or ancestry, age, or physical or mental handicap. Such action will include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. The Landlord and City agree to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

**XXV. AMERICANS WITH DISABILITIES.** City and Landlord agree to meet all applicable requirements of the American with Disabilities Act of 1990, as amended, and all applicable rules and regulations, as amended, (the "ADA"), that are imposed directly on City or Landlord or that would be imposed on the City as a public entity. Landlord agrees to be responsible for the requirements of the ADA with respect to the accessibility of the Premises itself or the Renovation, and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings brought against said Parties alleging a violation of the requirements of the ADA with respect to the accessibility of the Premises itself or the Renovation. However, City is solely responsible for ADA compliance with respect to City's own trade fixtures, furnishings and equipment within the Premises.

**XXVI. BROKER.** Landlord warrants and represents that it has not consulted or negotiated with any broker or finder with regard to the Premises or this Lease. If Landlord shall be in breach of the foregoing warranty, Landlord shall indemnify the City against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone having dealt with the City.

**XXVII. MISCELLANEOUS.**

1. Waiver of Default. No failure by the Landlord or City to insist upon the strict performance of any term, condition, or covenant of this Lease or to exercise any right or remedy available on the breach thereof, and no acceptance of full or partial rent during the continuance of any breach will constitute a waiver of any breach or of any term, condition, or covenant. No obligation of this Lease that Landlord or City is required to perform and no breach thereof, will be waived, altered, or modified, except by written instrument executed by the City and Landlord.
2. Relation to Other Leases. This Lease is separate and distinct from and shall be construed separately from any other agreement between Landlord and City or the Landlord and any other tenant.
3. Time Is Of The Essence. Time is of the Essence in the performance of this Lease.

4. Governmental Right and Powers. Nothing in this Lease shall be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the Landlord in the Premises or waiving or limiting Landlord's management, operation or maintenance of the remainder of the Building containing the Premises, except as specifically provided in this Lease, nor as impairing, exercising or defining governmental rights and the police powers of the City.
5. Exhibits. All certificates, documents, exhibits, attachments, riders, and addenda, if any, referred to in this Lease, including but not limited to the exhibits referred to in this Lease, are hereby incorporated into this Lease by reference and are made a part hereof as though set forth in full in this Lease to the extent they are consistent with the terms and conditions of this Lease.
6. No Partnership or Agency. Nothing contained in this Lease is intended or shall be construed in any respect to create or establish any relationship other than that of landlord and tenant, and nothing herein shall be construed to establish any partnership, joint venture or association or to make City the general representative or agent of Landlord for any purpose whatsoever.
7. Force Majeure. In the event Landlord or City is delayed, hindered or prevented from performing any act or thing required hereunder (other than payment of rent and the offsetting payment under the Promissory Note) by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Landlord or City, neither Party shall be liable for the delay, and the period for the performance by either party shall reasonably be extended for a period equivalent to the period of such delay.
8. Contract Review. Landlord and City acknowledge that they have thoroughly read this Lease including all exhibits thereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. Landlord and City further acknowledge that this Lease is the result of negotiations between them and that this Lease shall not be construed against either party hereto by reason of that Party's preparation of all or part of this Lease.
9. Notices. Any notice from one Party to the other must be in writing and shall be deemed duly given three days after deposit in the United States Mail if mailed by registered or certified mail, return receipt requested, or upon receipt or refusal to accept if personally delivered or deposited with a national overnight deliver courier who obtains written confirmation of delivery, addressed to the other Party at the address set below, or such other address as either party may designate in writing. The Parties shall be responsible for notifying each other of any change of address. Rejection or other refusal to accept or the inability to deliver because of changed address of which

no notice was given shall be deemed to constitute receipt of the notice, demand or request which was sent.

Notice to Landlord

Townsite QO21, LLC  
Attn: Edward T. Garcia  
PO Box 26207  
Albuquerque, New Mexico 87125-6207

With a copy for Landlord to:

Townsite QO21, LLC  
Attn: Rosae L. Gibson, Controller  
c/o Garcia Automotive Group  
8301 Lomas Blvd. NE  
Albuquerque, New Mexico 87110

Notice to City

City of Albuquerque  
One Civic Plaza, 11th Floor  
Attn: Chief Administrative Officer  
P.O. Box 1293  
Albuquerque, New Mexico 87103

With a copy for City to:

Real Property Division Manager  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, New Mexico 87103

10. Other Transactions Encumbering Landlord's Ownership Interest. Landlord may at any time and from time to time grant, receive, dedicate, relocate, modify, surrender or otherwise deal with easements, rights of way, restrictions, covenants, equitable servitudes or other matters affecting the Property, provided that for the duration of this Lease, none of the above referenced activities or transactions shall be permitted to interrupt or interfere with the peaceful enjoyment of the Premises by the City.
11. Severability. In the event any covenant, condition or provision herein is held to be void, voidable, invalid, illegal or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable, or, if it cannot be so amended, without material altering the intention of the Parties, it shall be stricken. If stricken, all other

covenants, conditions and provision of this Lease shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the Landlord or City in its respective rights and obligations contain in the valid covenants, conditions or provisions of this Lease.

12. Authorization. If Landlord executes this Lease as a corporation or partnership, then Landlord and the person(s) executing this Lease on behalf of Landlord, represent and warrant that such entity is duly qualified to do business in the State of New Mexico and that the individuals executing this Lease on Landlord's behalf are duly authorized to execute and deliver this Lease on Landlord's behalf. Landlord represents and warrants that it is the fee simple owner of the Premises, via quitclaim deed from the City pursuant to the Purchase Agreement, and that it has all requisite authority and approval to enter into this Lease.
13. Headings and Captions. Captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.
14. Attorney's Fees. If either Party to this Lease institutes any action or proceeding in court to enforce any provision hereof, for damage by reason of an alleged breach of any provision of this Lease, for a declaration of such Party's rights or obligations hereunder, or for any other judicial remedy, each party shall be responsible for its own attorney's fees (including the reasonable fees and disbursements and charges of internal legal counsel) and litigation expenses, including, but not limited to expert witness fees, and service of process fees.
15. Choice of Law/Venue. This Lease shall be construed under the laws of the State of New Mexico. The Parties agree that venue for any suit, action, or proceeding arising out of this Lease shall be in Bernalillo County, New Mexico. The Parties irrevocably admit themselves to, and consent to, the jurisdiction of said court. The Parties further acknowledge that they have fully and fairly bargained for the terms of this Section. The provisions of this Section shall survive the expiration or earlier termination of this Lease.
16. Final Dates. If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline shall be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Whenever the word "days" is used herein, it shall be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made.
17. Multiple Counterparts. The Lease may be signed in multiple counterparts or with detachable signature pages, but in either, or both, circumstances shall constitute one instrument, binding upon all Parties thereto as if all Parties signed the same document.



18. Entire Agreement and Modification.

- A. Entire Agreement. This Lease, including the attached Exhibits and the Purchase Agreement to which this Lease is an Exhibit, collectively constitute the full and final agreement of the Parties and incorporate all of the conditions, agreements, and understandings between the Parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Lease. All prior negotiations and agreements are merged into this Lease and the referenced documents and Exhibits. No other prior condition, agreement, or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Lease.
- B. Modification. No subsequent agreement may modify this Lease unless it is in writing and signed by authorized representatives of the Parties. This Lease represents the entire contract between the Parties, and except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the Parties hereto.

**IN WITNESS WHEREOF**, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AS OF THE DATE indicated by each signature, and the Lease is effective after approval by the City Council and then only upon the signature of the City's Chief Administrative Officer or his authorized designee.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

**CITY:**

**CITY OF ALBUQUERQUE**

**A New Mexico Municipal Corporation**

Approved by the City Council

Date and EC#

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Sarita Nair, Chief Administrative Officer

Date: \_\_\_\_\_

**Recommended and Approved By:**

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Harold Medina, Police Chief

Albuquerque Police Department

Date: \_\_\_\_\_

**Landlord:**

**Townsite QO21, LLC**

A New Mexico Limited Liability Company

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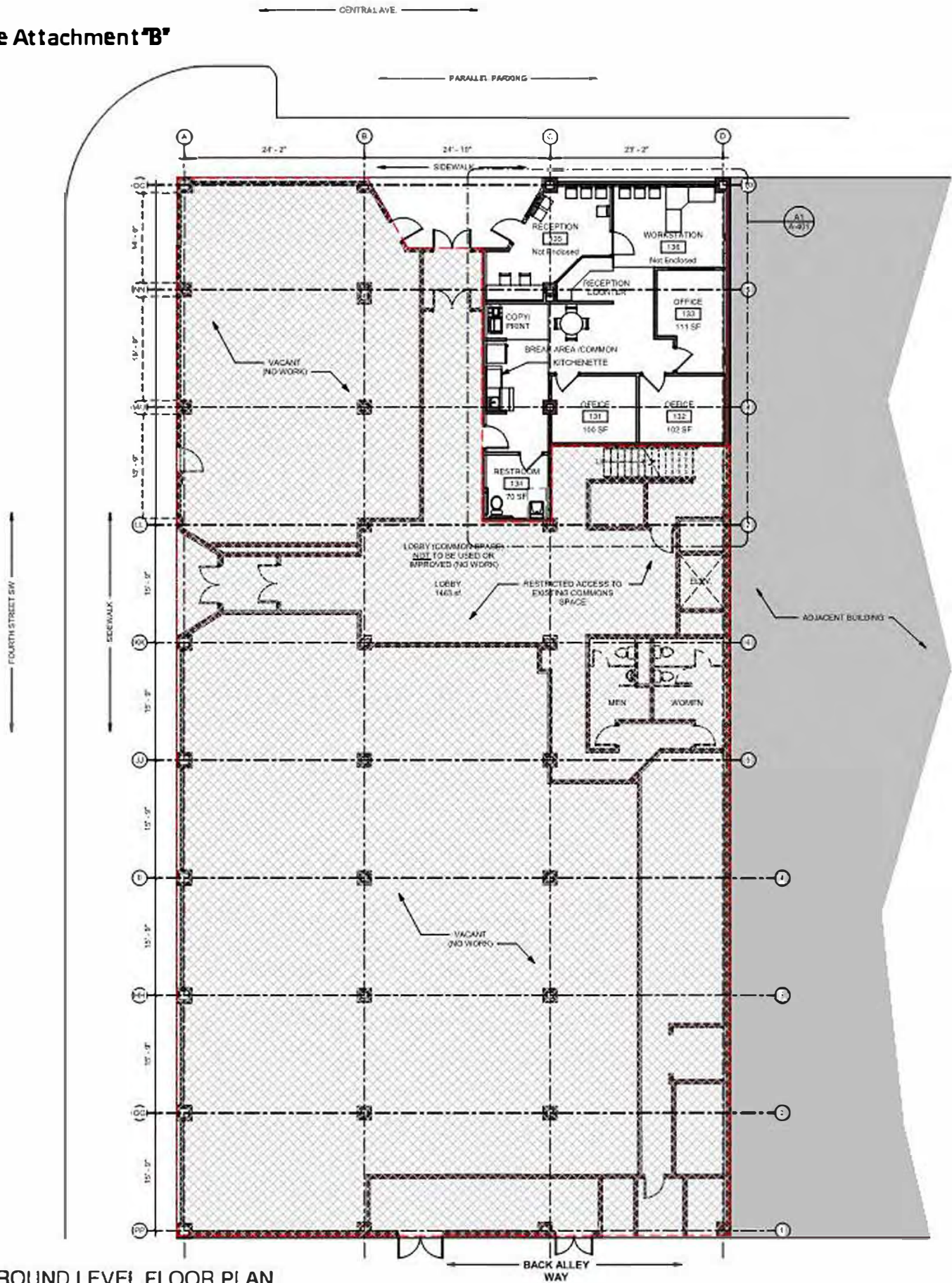
Edward T. Garcia, Managing Member

Date: \_\_\_\_\_

**Lease Attachment "A" The  
Property**

Units No. 100, 110, 120, 130, 140, 150, 160, 200, 210, 220, 230, 240 and 250 of the ROSENWALD BUILDING CONDOMINIUMS as established by that certain Condominium Declaration of Rosenwald building Condominiums recorded September 27, 2007, as Document No. 2007138160 records of Bernalillo County, New Mexico and the Condominium Plat of ROSENWALD BUILDING CONDOMINIUMS, Lots 10-12, Block 17, New Mexico Town Company's Original Townsite, Section 10, T.10N, R.3E., N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on the common elements appurtenant to said unit and the limited common elements that may be appurtenant to said unit, pursuant to said declaration.

Lease Attachment 'B'



**A1** GROUND LEVEL FLOOR PLAN  
1/8" = 1'-0"

**LEASE ATTACHMENT "C" - page 1 of 19****Rosenwald Building - APD Tenant Improvements - 1,126 s/ft  
Landlord's Build-Out Allowance/Budget**

Division of Item FBT Cost- Opinion 7/24/2020	Budget and Allowance Amount
Division 1 <b>Permit/Cleaning</b>	\$6,000.00
Division 2 <b>Existing Conditions</b>	
Remediation & Demolition	\$41,192.04
Mold Cleanup	\$5,000.00
Division 3 <b>Concrete patching &amp; repair</b>	\$1,500.00
Division 4 <b>Masonry – None</b>	
Division 5 <b>Metals – None</b>	
Division 6 <b>Woods</b>	
Wood blocking	\$750.00
Casework	\$8,400.00
Division 7 <b>Thermal/Moisture</b>	
Sound batts	\$600.00
Penetration Firestopping	\$1,000.00
Joint Sealants	\$1,000.00
Division 8 <b>Openings</b>	
Per FBT estimate	\$28,410.00
Division 9 <b>“Finishes”</b> - Includes walls, paint, acoustical ceiling tile, floor coverings (standard finishes/treatments) Per AIC quote (\$18,500 frame/drywall, \$4,200 ACT, \$4,000 flooring, \$1,800 paint)	\$28,500.00
	\$900.00

## Attachment "C" page 2 of 19

Division 22 **Plumbing**

Per AIC quote – Standard Fixtures	\$12,000.00
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Division 23 **HVAC**

AIC quote – Landlord's share	\$17,500.00
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Additional cost to be paid by City/APD for VRF upgrade per FBT estimate	\$18,575.00
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Divisions **Not Applicable**

24 – 25

Division 26 **Electrical**

Power Distribution/Service – Per FBT estimate	\$51,422.40
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Low Voltage Systems Rough-in for City/APD Low Voltage Systems Vendors Only – Per AIC quote	\$3,000.00
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Lighting – Per AIC quote (20 standard fixtures at \$200 each)	\$4,000.00
---------------------------------------------------------------	------------

Special PNM Contingency	\$10,000.00
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Network, IT, Access Control, Alarm	<b>City/APD will cover cost of all Network, IT, Access Control and Alarm</b>
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Architect Fees	<b>City/APD will cover cost of all FBT Architect fees, including any already incurred and fees (if any) for any additional drawings required for permit</b>
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Subtotal	\$221,174.44
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AIC Overhead at 7%	\$15,482.00
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AIC Profit at 4.25%	\$9,466.00
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AIC Insurance at 2.25% (No payment/performance bonds – private/not public job)	\$4,976.00
--------------------------------------------------------------------------------	------------

Subtotal	\$251,098.44
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NMGRT at 7.8750%	\$19,774.00
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Subtotal	\$270,842.44
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5% Contingency	\$13,542.12
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Total	\$284,384.56
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# ROSENWALD BUILDING PARTIAL GROUND FLOOR T.I.



100% DESIGN DEVELOPMENT 07/24/2020

GENERAL

- G-000 COVER SHEET
- G-010 ACCESSIBILITY GUIDELINES

ARCHITECTURAL

- A-101 OVERALL FLOOR PLAN
- A-401 ENLARGED PLAN & REFLECTED CEILING PLAN
- A-402 INTERIOR BUILDING ELEVATIONS
- A-601 DOOR-WINDOW SCHEDULE

MECHANICAL

- M-001 MECHANICAL LEGEND
- MH-101 HVAC FIRST FLOOR PLAN
- MP-101 MECHANICAL PIPING FIRST FLOOR PLAN
- M-501 MECHANICAL DETAILS
- M-701 MECHANICAL SCHEDULES

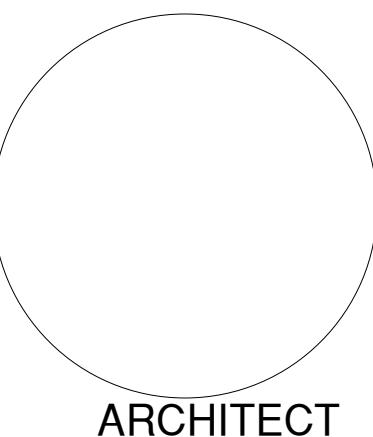
ELECTRICAL

- E-001 ELECTRICAL LEGEND
- E-002 ELECTRICAL SPECIFICATIONS
- E-003 ELECTRICAL SPECIFICATIONS
- EP-100 BUILDING SERVICE FLOOR PLAN
- EP-101 POWER FIRST FLOOR PLAN
- E-601 ELECTRICAL DIAGRAMS

CONSULTANTS

M/E/P/FP  
Bridgers and Paxton  
4600-C Montgomery Blvd. NE  
Albuquerque, New Mexico 87109  
p\_505.883.4111 f\_505.888.1436

CONSULTANT



ARCHITECT

ROSENWALD BLDG

DESIGN  
DEVELOPMENT

7/24/2020

MARK	DATE	DESCRIPTION
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ISSUE:
DATE:
PROJECT NO: -
CAD DWG FILE:
DRAWN BY: FBT
CHECKED BY: FBT

SHEET TITLE
COVER SHEET

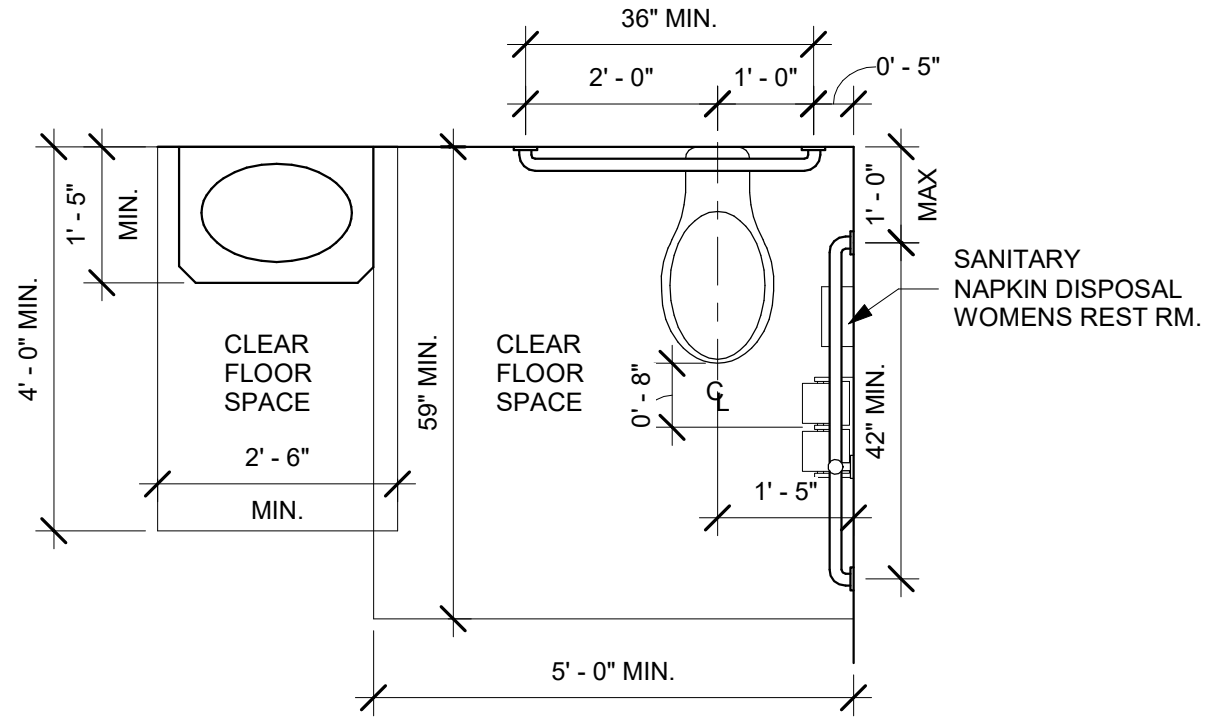
G-000

VICINITY MAP

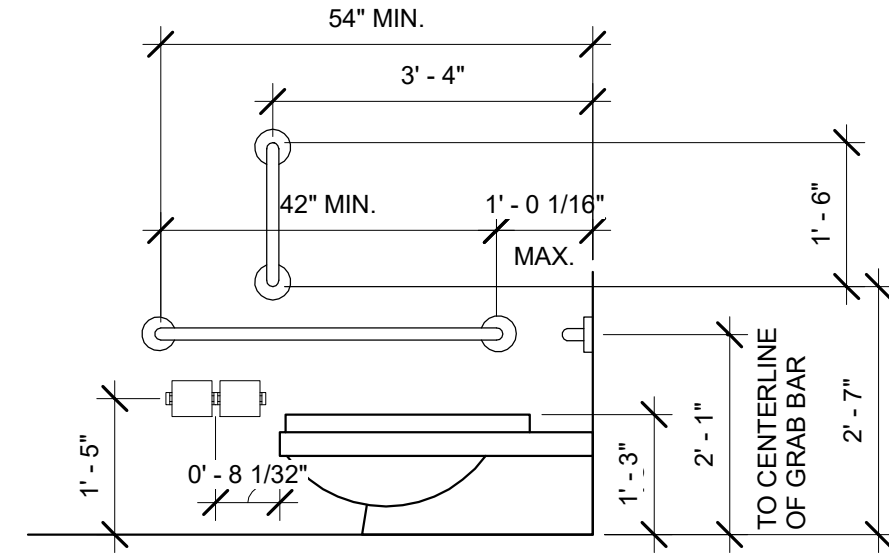
PROJECT LOCATION



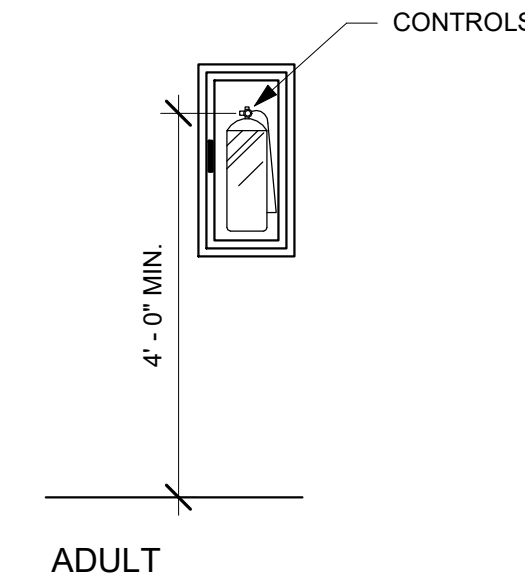




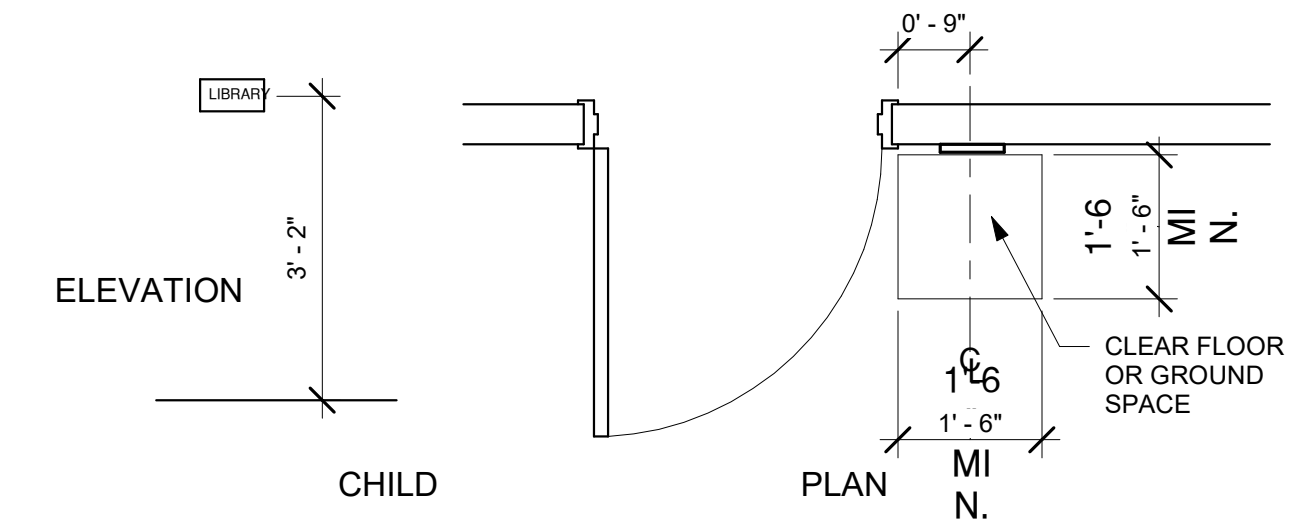
**E1 ACCESSIBLE RESTROOM - ADULT RESTROOM**  
1/2" = 1'-0"



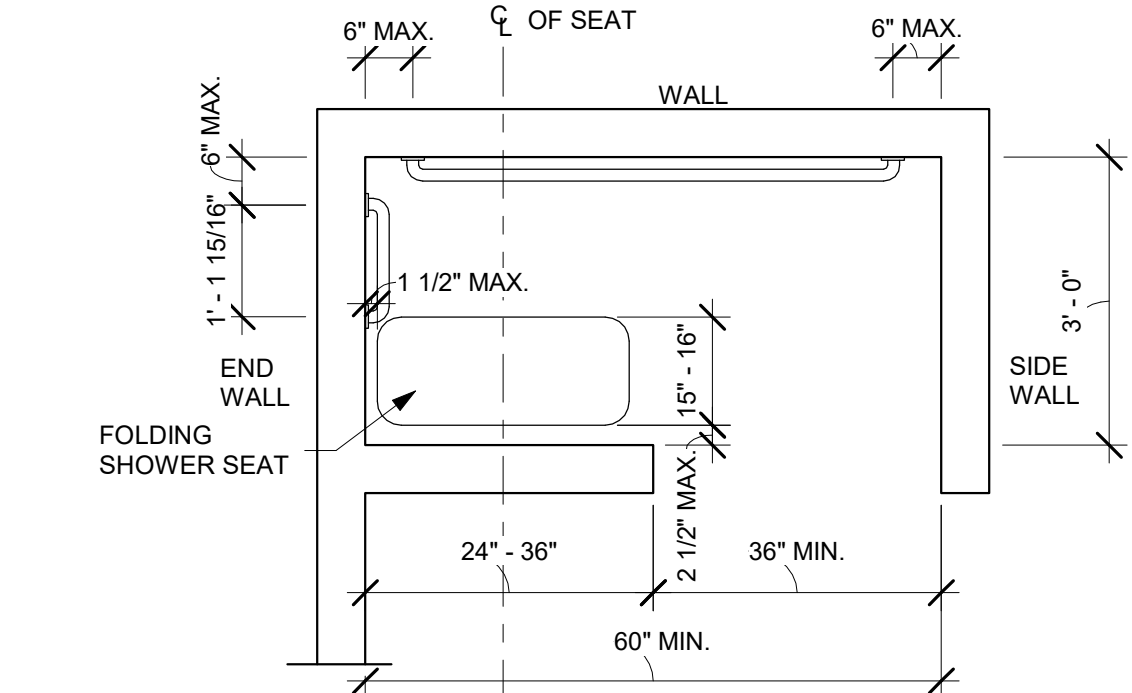
**E2 CHILD W.C. ELEVATION**  
1/2" = 1'-0"



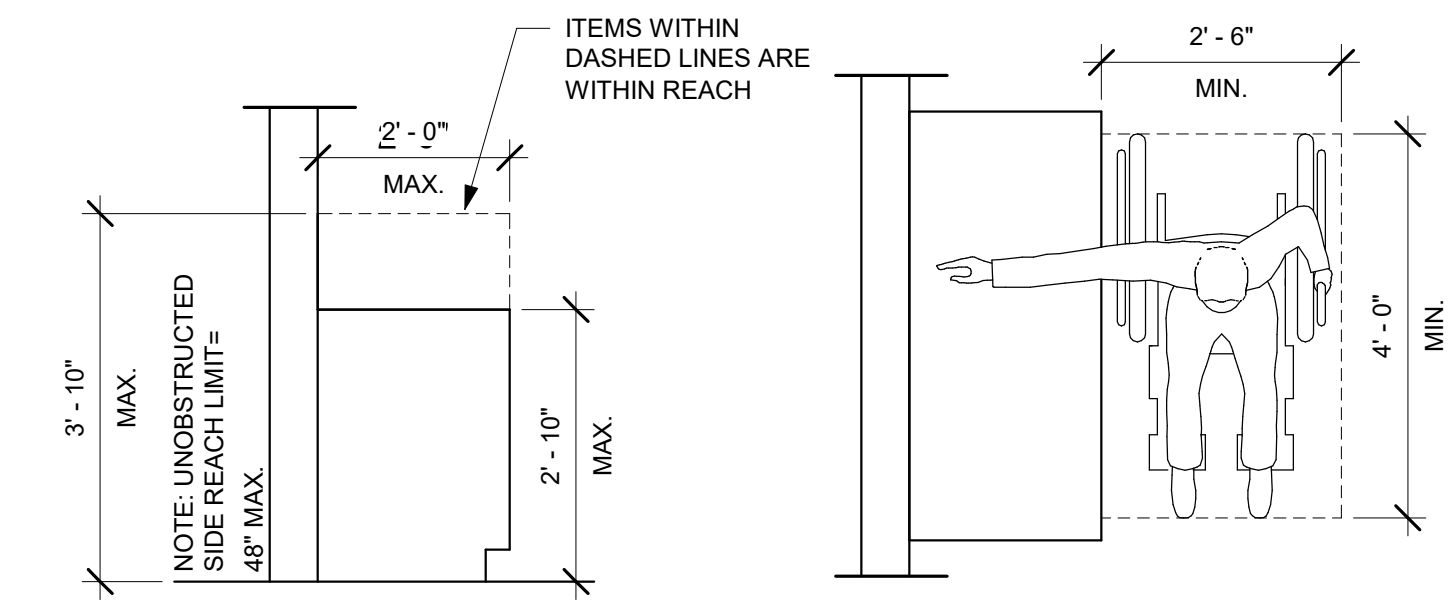
**E3 FIRE EXTINGUISHER - ADULT**  
1/2" = 1'-0"



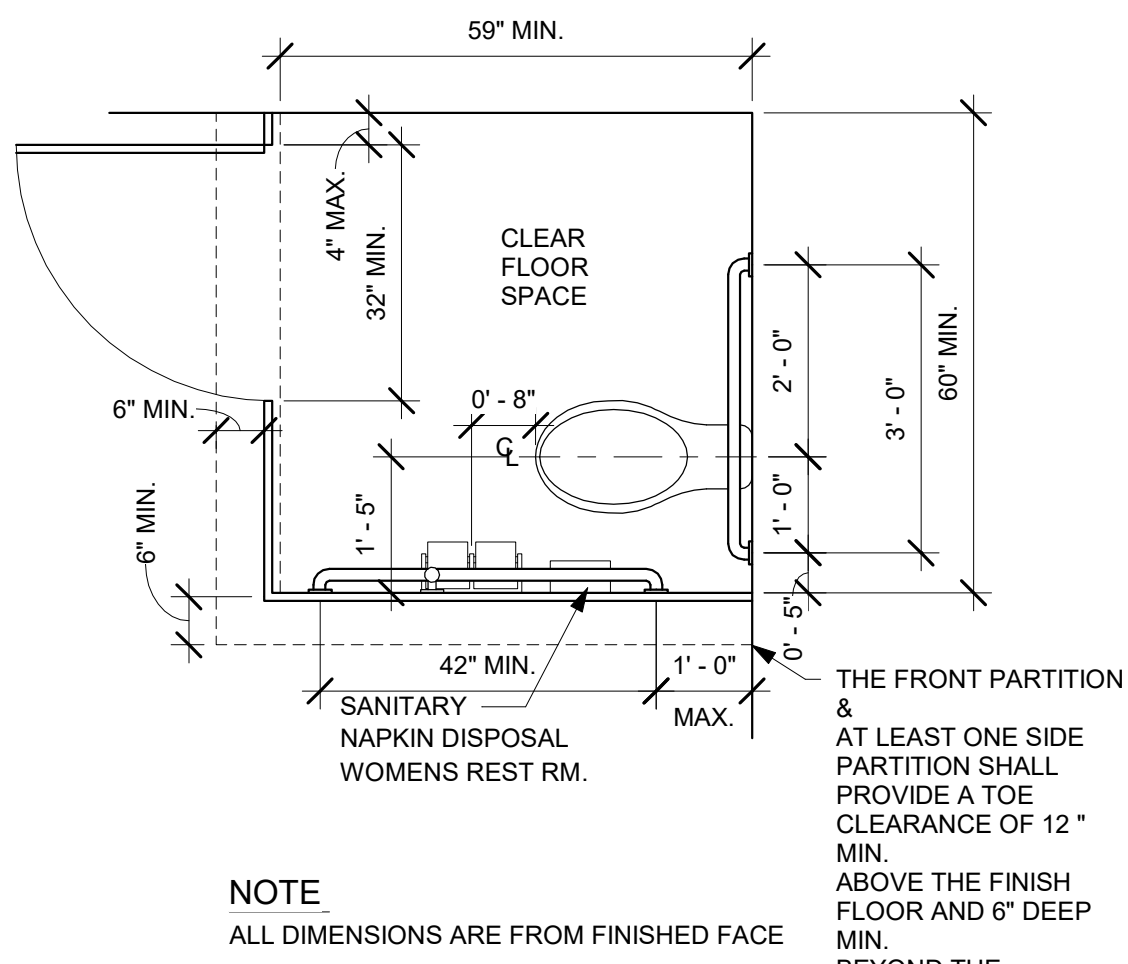
**B6 SIGNAGE MOUNTING HEIGHT/ LOCATION - CHILD**  
1/2" = 1'-0"



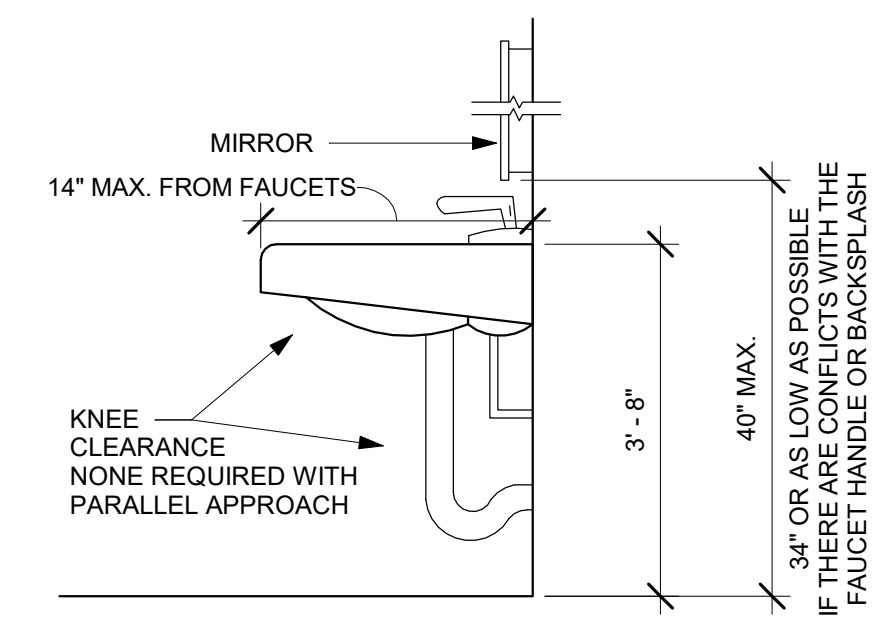
**E5 ACCESSIBLE ROLL IN SHOWER PLAN**  
1/2" = 1'-0"



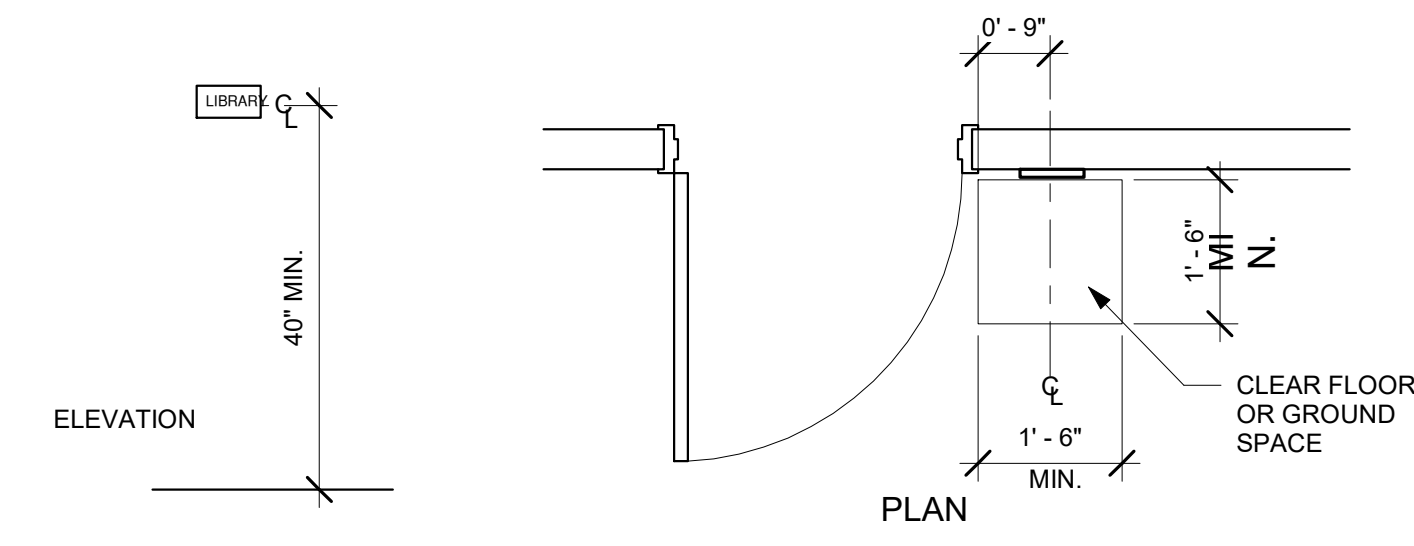
**D5 OBSTRUCTED SIDE REACH - ADULT**  
1/2" = 1'-0"



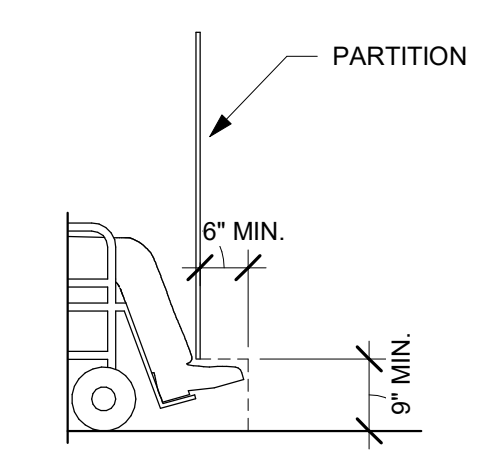
**C1 ACCESSIBLE STALL - ADULT RESTROOM**  
1/2" = 1'-0"



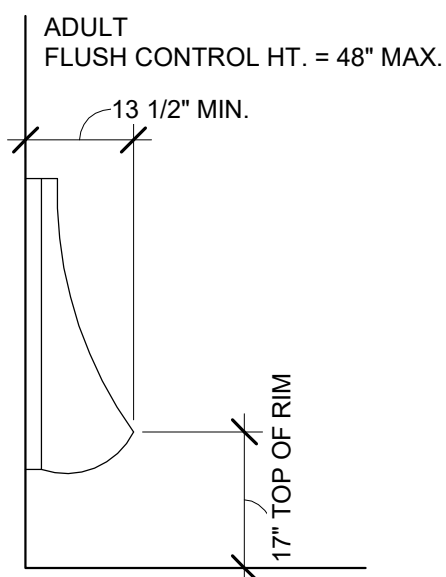
**C2 ACCESSIBLE SINK - ADULT**  
1/2" = 1'-0"



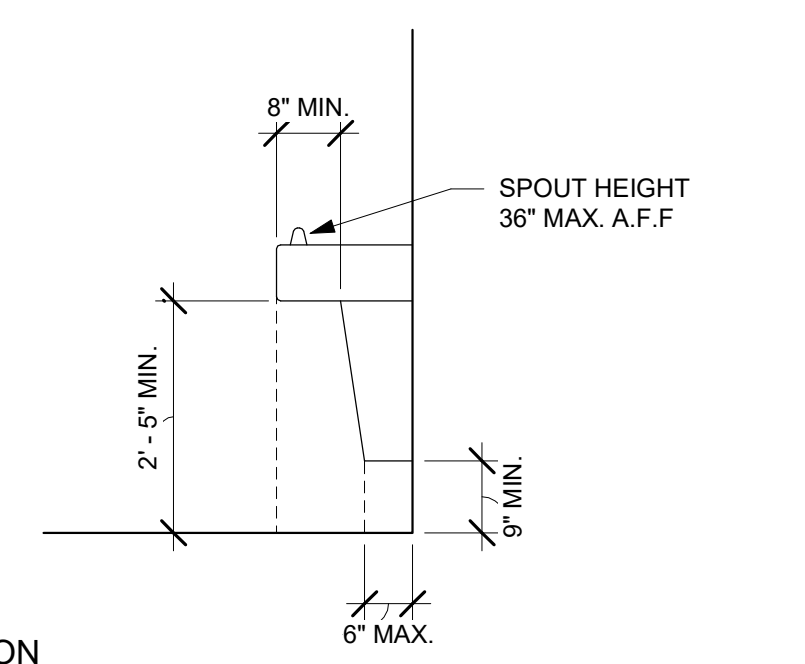
**D6 SIGNAGE MOUNTING HEIGHT/ LOCATION - ADULT**  
1/2" = 1'-0"



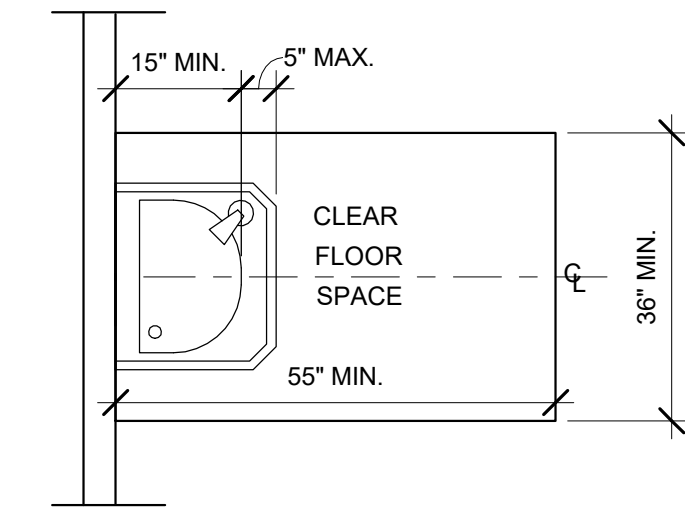
**D4 ACCESSIBLE STALL - ADULT**  
1/2" = 1'-0"



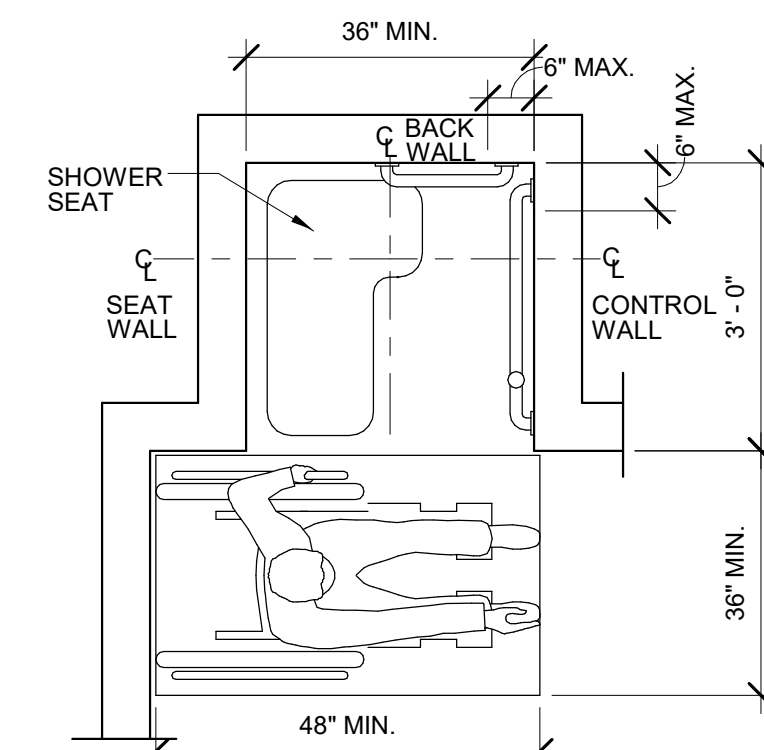
**D2 ACCESSIBLE URINAL - ADULT**  
1/2" = 1'-0"



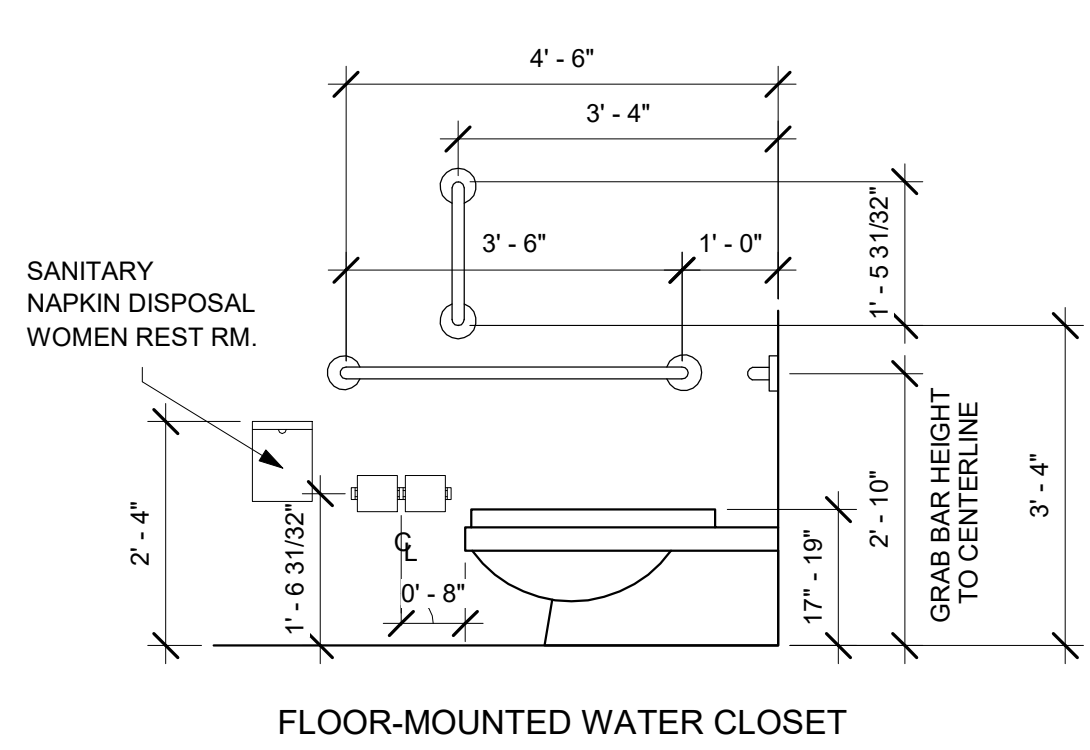
**B2 DRINKING FOUNTAIN - ADULT**  
1/2" = 1'-0"



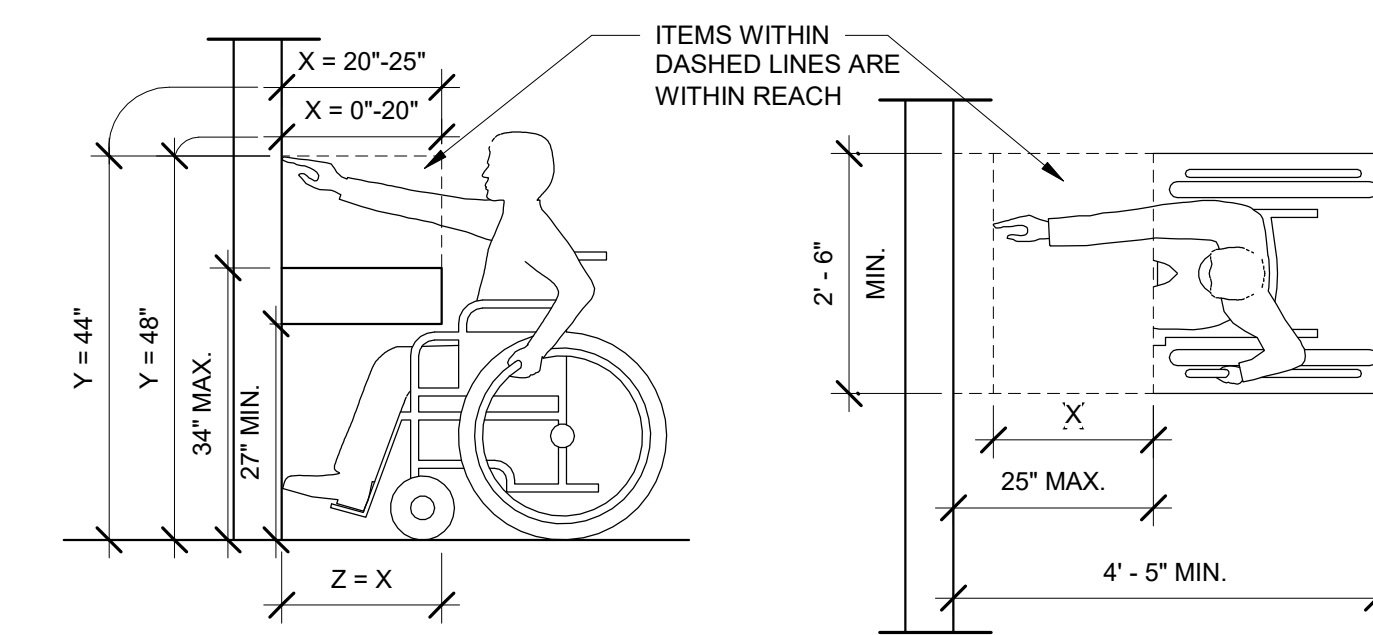
**B4 DRINKING FOUNTAIN - ADULT AND CHILD**  
1/2" = 1'-0"



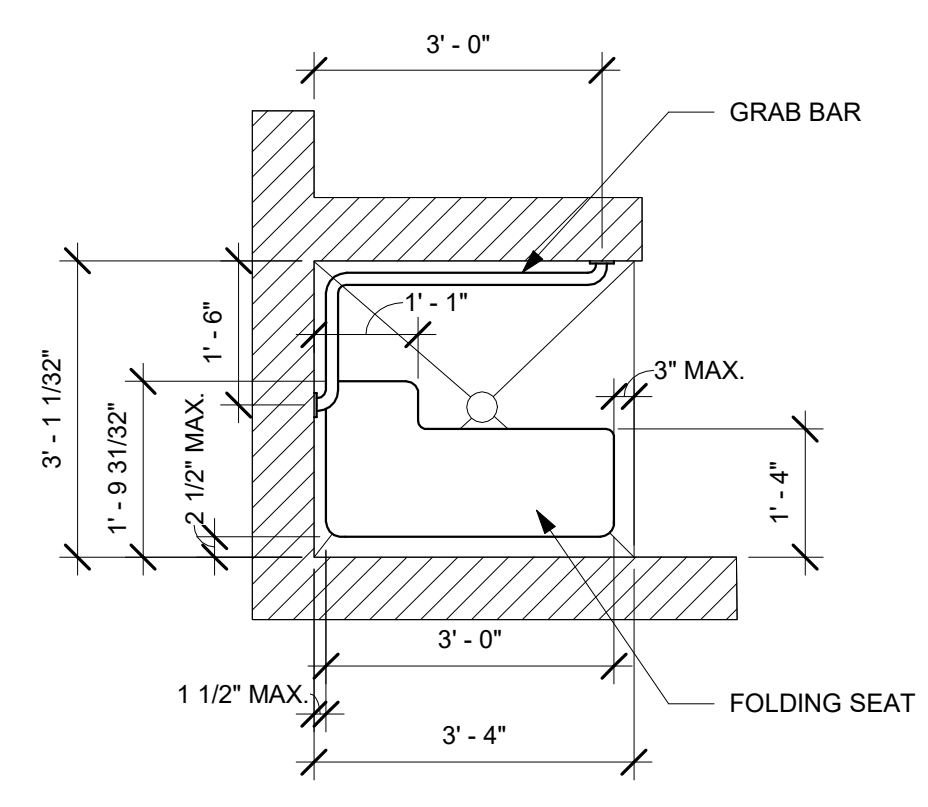
**A5 ACCESSIBLE SHOWER PLAN 2**  
1/2" = 1'-0"



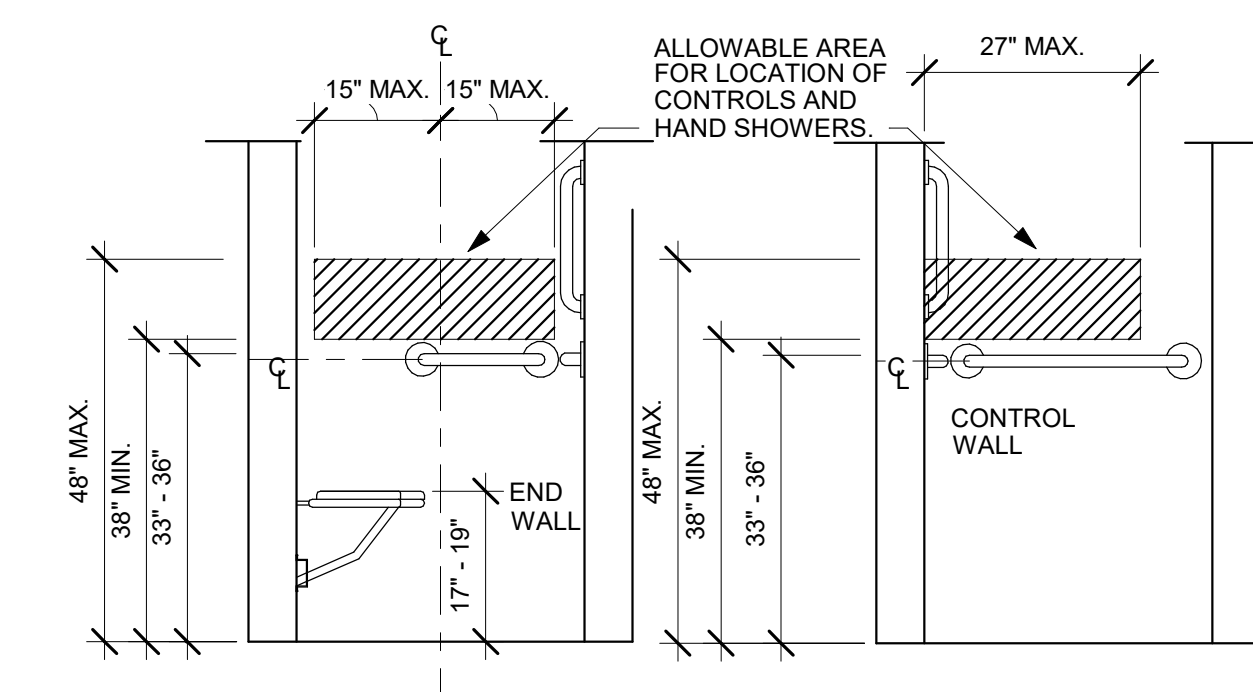
**A1 ADULT W.C. ELEVATION**  
1/2" = 1'-0"



**C4 FORWARD REACH OVER AN OBSTRUCTION - ADULT**  
1/2" = 1'-0"



**A4 ACCESSIBLE SHOWER PLAN**  
1/2" = 1'-0"



**A6 ACCESSIBLE ROLL IN SHOWER ELEVATION**  
1/2" = 1'-0"

**GENERAL NOTES**

ALL FIXTURES AND ACCESSORIES SHALL COMPLY WITH ADA, ANSI, UFAS, AND LOCAL AND STATE BUILDING CODE REQUIREMENTS. ALL HEIGHTS, DIMENSIONS AND CLEARANCES FOR PLUMBING FIXTURES, CASEWORK, COUNTERTOPS, ACCESSORIES, SIGNAGE, ACCESSIBLE ROUTES, ETC. SHALL BE STRICTLY HELD TO ADA, ANSI AND LOCAL AND STATE REQUIREMENTS. IN THE EVENT OF CONFLICTING REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENTS SHALL APPLY.

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CONSULTANT

ARCHITECT

**ROSENWALD BLDG**

**DESIGN DEVELOPMENT**

7/24/2020

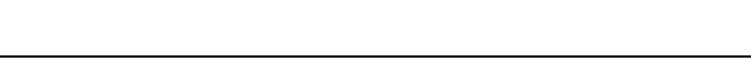
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SHEET TITLE  
ACCESSIBILITY GUIDELINES

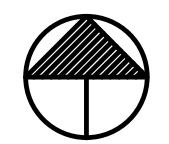
**G-010**





# A-101

## School Information


$$\frac{1}{8}'' = 1'-0''$$

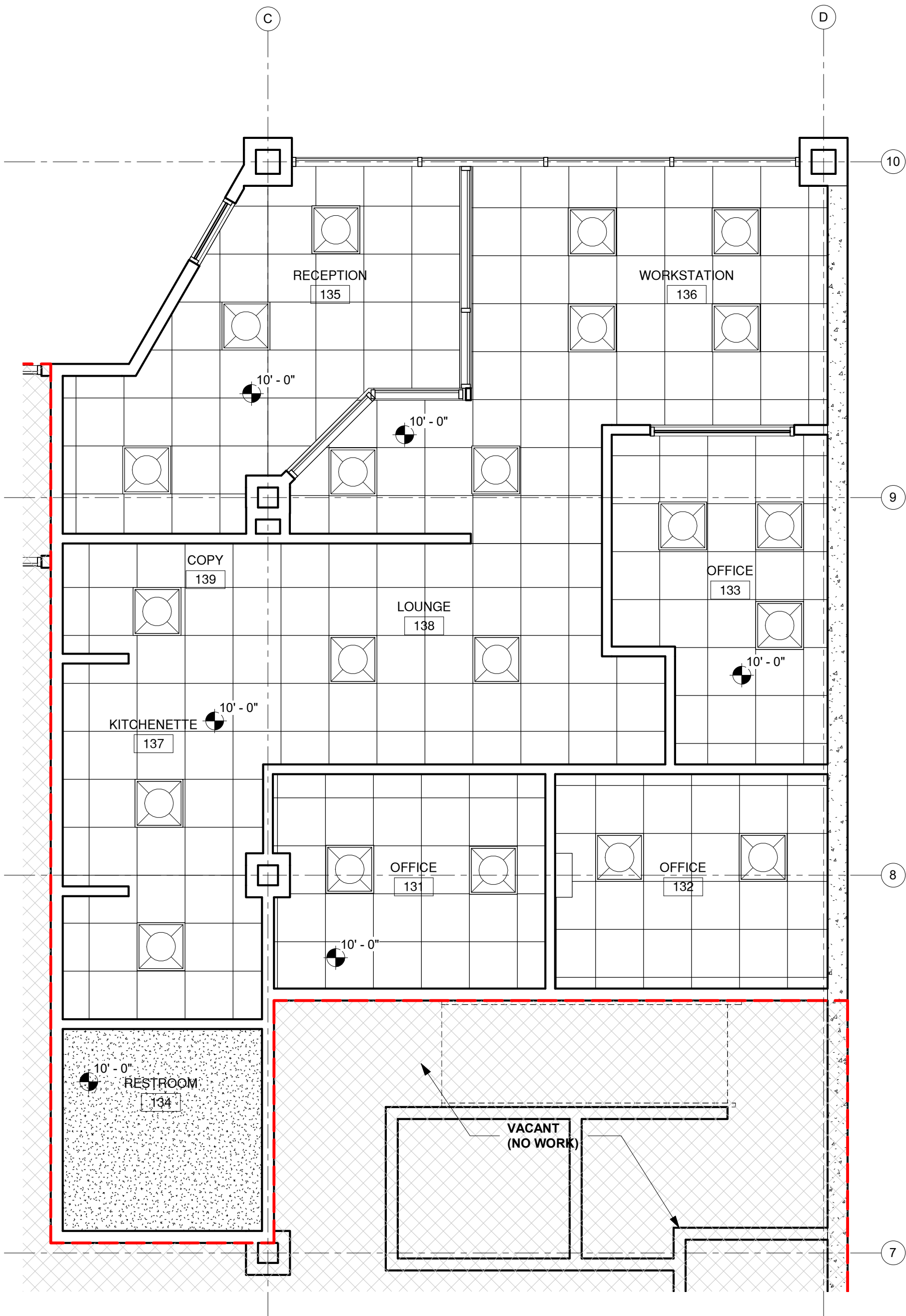
1 RECEPTION / WAITING	167 SF
1 WORKSTATIONS/WORK AREA	162 SF
3 OFFICES	312 SF
1 KITCHENETTE	122 SF
1 UNISEX RESTROOM	70 SF
BREAK / COMMON AREA & REC. DESK	207 SF
1 COPY/PRINT AREA	80 SF
<hr/>	
TOTAL GSF:	1120 SF



ROOM FINISH SCHEDULE								
ROOM NAME	NUMBER	CEILING FINISH	N. WALL FINISH	S. WALL FINISH	E. WALL FINISH	W. WALL FINISH	FLOOR FINISH	BASE FINISH
OFFICE	131	ACT	PT1	PT2	PT1	PT1	CPT1	VB1
OFFICE	132	ACT	PT1	PT2	PT1	PT1	CPT1	VB1
OFFICE	133	ACT	GLS 1	PT1	PT1	PT2	CPT1	VB1
RESTROOM	134	GYP	PT1	PT1	PT1	PT1	CPT1	VB1
RECEPTION	135	ACT	PT1	PT1	PT1	PT1	CPT1	VB1
WORKSTATION	136	ACT	PT1	PT1	PT1	PT1	CPT1	VB1
KITCHENETTE	137	ACT	PT1	PT1	PT1	PT1	CPT1	VB1
ROOM	138	ACT	PT1	PT1	PT1	PT1	CPT1	VB1
COPY	139	ACT	PT1	PT1	PT1	PT1	CPT1	VB1

2 ROOM FINISH SCHEDULE

ROOM FINISH LEGEND			
CODE	ITEM	FINISH	COMMENTS
WALL FINISHES:			
PT1	FIELD COLOR TBD		
PT2	ACCENT COLOR TBD		
GLS 1	SCHOOL-GUARD, BULLET RESISTANT GLASS - IN ALUMINIUM STOREFRONT WINDOW SYSTEM		
CEILING FINISHES:			
GYP	GYPSUM BOARD		
ACT	ACOUSTIC CEILING TILES 4'-0" X 2'-0"		
FLOOR FINISHES:			
CPT 1	CARPET TILES		
BASE FINISHES:			
VB1	6" VINYL BASE		



B1 ENLARGED REFLECTED CEILING PLAN

REFLECTED CEILING LEGEND

1

A101

1

A101

1

A101

1

A101

BUILDING /WALL SECTION

1

A101

1

A101

1

A101

1

A101

SPOT ELEVATION

1

A101

1

A101

1

A101

1

A101

GYPSUM BOARD CEILING, TAPE, TEXTURE AND PAINT.

1

A101

1

A101

1

A101

1

A101

ACOUSTICAL CEILING PANEL SYSTEM

1

A101

1

A101

1

A101

1

A101

2' X 4' ACOUSTIC. LAY-IN CEILING TILE. SEE SEISMIC BRACING DETAIL E2/A-122. TYPE B, UNLESS NOTED OTHERWISE

1

A101

1

A101

1

A101

1

A101

LIGHT FIXTURES. NOT ALL TYPES SHOWN IN THIS LEGEND. SEE ELECTRICAL FOR COMPLETE FIXTURE SCHEDULE

NOTE: REFER ALSO TO ELECTRICAL AND MECHANICAL DRAWINGS FOR REFLECTED CEILING PLAN ITEMS NOT SHOWN OR NOTED ON ARCHITECTURAL REFLECTED CEILING PLANS

- GENERAL NOTES
- A. CONTRACTOR SHALL PERFORM DAILY CLEANUP WHEN FINISH GRADE WORK IS BEING PERFORMED.

B. PROVIDE WOOD BLOCKING IN ALL WALLS FOR SUPPORT OF PARTITIONS, SIGNAGE, ACCESSORIES, AND OTHER WALL SUPPORTED ITEMS AS REQUIRED.

C. SEE ANSI GUIDELINES FOR INFORMATION REGARDING ACCESSIBILITY REQUIREMENTS.

D. PROVIDE SEALANT AT INTERSECTIONS OF ALL DISSIMILAR MATERIALS.

E. COORDINATE ALL PLUMBING FIXTURES WITH THE PLUMBING DRAWINGS. IN CASE OF ANY DISCREPANCY, NOTIFY ARCHITECT AND ENGINEER PRIOR TO ROUGH-IN OF INSTALLATION.

F. PROVIDE WATER RESISTANT GYPSUM BOARD AT ALL WET LOCATIONS.

G. SEE A-601 FOR DOOR AND WINDOW FRAME ELEVATIONS.

H. SEAL ALL EXISTING PENETRATIONS, HOLES OR OTHER UNUSED DAMAGED EXISTING INTERIOR OR EXTERIOR WALL ASSEMBLIES.

KEYNOTES

- 1

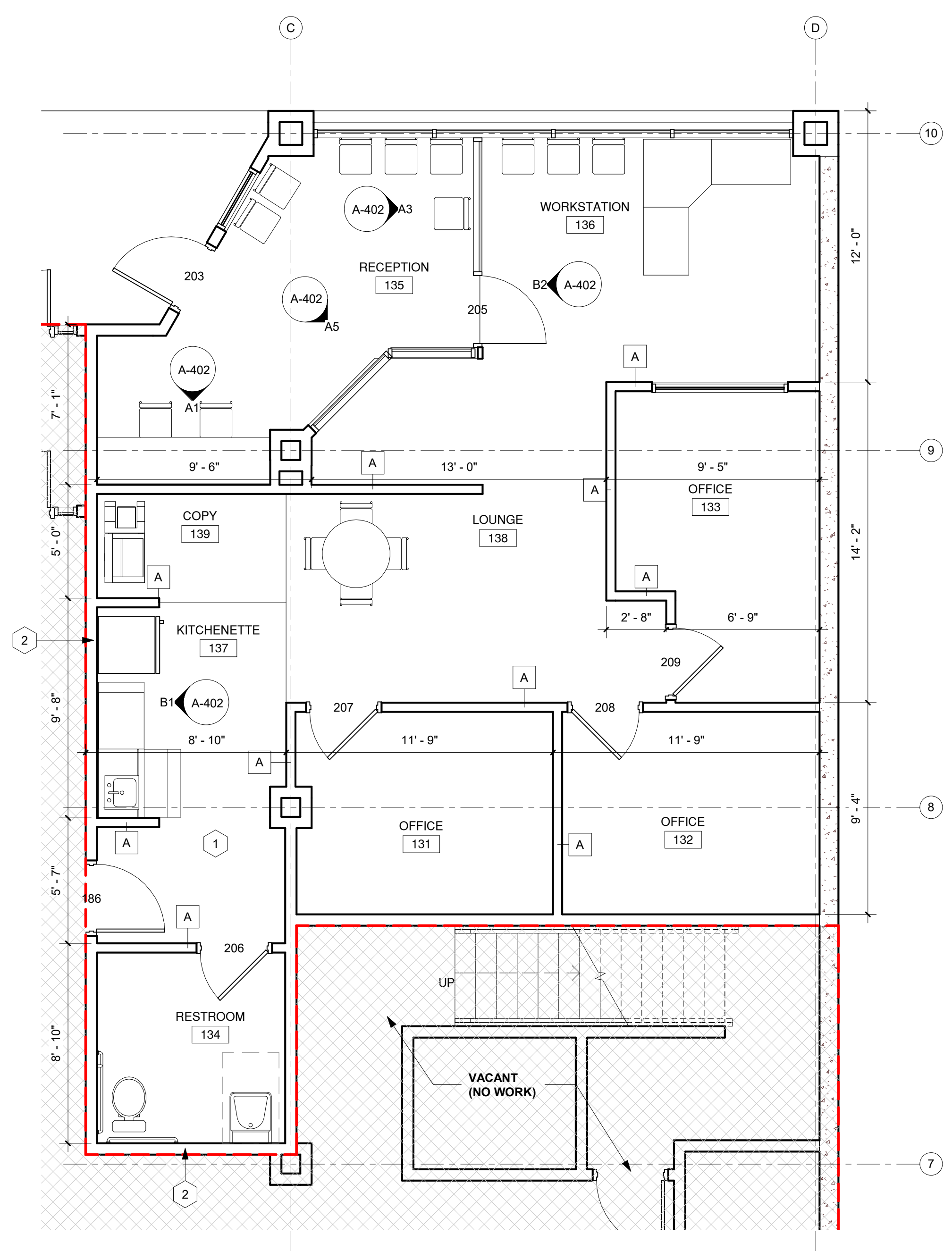
PROVIDE GYP BOARD FUR OUT AT CONCRETE COLUMN
- 2

MODIFY EXISTING WALL TO CREATE 2 HOUR FIRE BARRIER

WALL TYPE SCHEDULE

- A

3-5/8" METAL STUDS @ 16" O.C. WITH 5/8" GYP. BOARD ON EACH SIDE. EXTERNAL PARTITION TO 12" ABOVE SUSPENDED CEILING AND PROVIDE DIAGONAL BRACING TO STRUCTURE ABOVE @ 48" O.C.



A1 ENLARGED FLOOR PLAN

fbt

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CONSULTANT

ARCHITECT

ROSENWALD BLDG

DESIGN DEVELOPMENT

7/24/2020

MARK

DATE

DESCRIPTION

ISSUE:

DATE:

PROJECT NO: -

CAD DWG FILE:

DRAWN BY: FBT

CHECKED BY: FBT

SHEET TITLE

ENLARGED PLAN & REFLECTED CEILING PLAN

A-401



[illegible]

ISSUE: \_\_\_\_\_  
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PROJECT NO: - \_\_\_\_\_  
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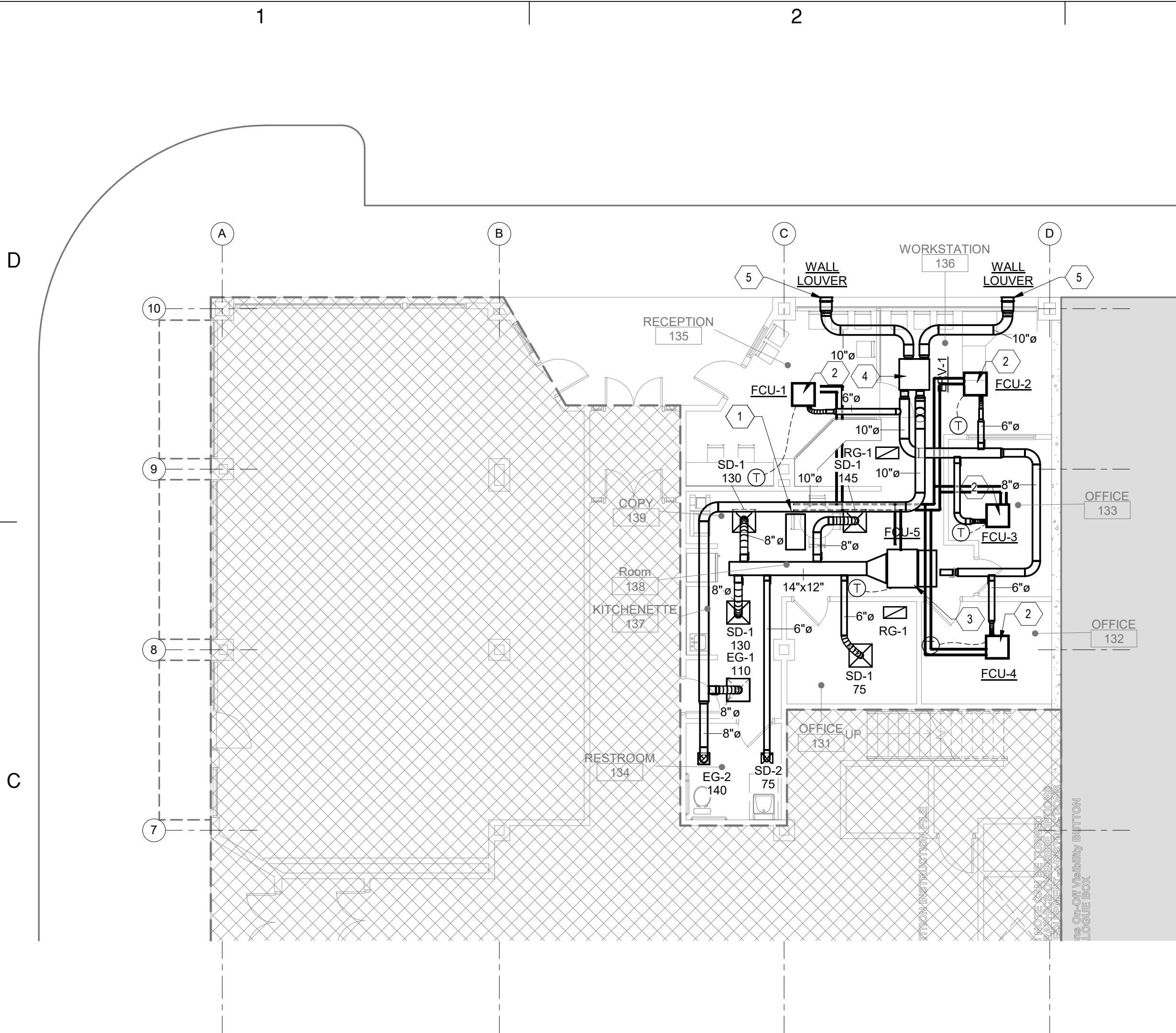
SHEET TITLE
INTERIOR BUILDING ELEVATIONS

FRAME DESIGNATIONS B,I,O,U,X,II,OO,QQ NOT USED.









A1 HVAC FIRST FLOOR PLAN  
1/8" = 1'-0"

SCOPE OF WORK

Work specified on these drawings includes providing all equipment, ductwork, grilles, controls, and piping, etc. for providing a complete and functioning system. Contractor shall provide verification that all equipment, ductwork, diffusers and piping provide the capacities indicated on the drawings.

CODES AND PERMITS

The mechanical work shall be performed in strict accordance with the applicable Code as interpreted by the Authority Having Jurisdiction. All materials and labor necessary to comply with rules, regulations and ordinances shall be provided. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern.

DRAWINGS

The drawings show the general arrangement of the piping, equipment, etc. Follow them as closely as actual building construction and work of other trades will permit. Where discrepancies occur between Plans and Specifications, the more stringent shall govern. The engineer has attempted to design the systems sufficiently to convey an arrangement that can be made to work, but has not endeavored to show all offsets required to fit the work within the available space and coordinate it with other disciplines. Provide final design of distribution systems and provide offsets as required as part of the work of this division and at no additional cost to the Owner. Show any such changes on the Record Drawings.

GUARANTEE-WARRANTY

The following guarantee is a part of the specifications and shall be binding on the Contractor:  
"The Contractor guarantees that this installation is free from mechanical defects. He agrees to replace or repair any part of the installation which may fail within a period of one year after date established below, provided that such failure is due to defects in the materials or workmanship or to failure to follow the specifications and drawings. Warranty of the Contractor-furnished equipment or systems shall begin on the date the system or equipment is placed in operation for beneficial use of the Owner or occupancy by the Owner, whichever occurs first, such date will be determined in writing by means of issuing a 'Certificate of Substantial Completion', AIA Form G704, or equivalent." The extent of guarantees or warranties by Equipment and/or Materials Manufacturers shall not diminish the requirements of the Contractor's guarantee-warranty to the Owner.

QUALITY OF MATERIALS

All equipment and materials shall be new, and shall be the standard product of manufacturers regularly engaged in the production of plumbing, heating, ventilating and air conditioning equipment and shall be the manufacturer's latest design. Specific equipment, shown in schedules on drawings and specified herein, is to set forth a standard of quality and operation.

FIELD MEASUREMENTS

The Contractor shall verify the dimensions and conditions governing his work at the building. No extra compensation shall be claimed or allowed on account of differences between actual dimensions, including dimensions of equipment, fixtures and materials furnished, and those indicated on the drawings. Contractor shall examine adjoining work, on which his work is dependent for perfect efficiency, and shall report any work, which must be corrected. Coordination of all mechanical work within the building will be the direct responsibility of the Contractor.

INSULATION SCOPE:

Supply air ducts  
Outside air ducts  
Refrigerant piping

INSULATION

Insulation shall be as manufactured by Owens-Corning Fiberglas, Knauf, CertainTeed, Schuller, or Armstrong, or equivalent, and shall be equal to that specified below. Insulation and all materials on the interior and exterior surfaces of ducts, pipes, and equipment shall have a composite fire and smoke hazard rating not exceeding: Flame spread - 25; fuel contribution - 50; smoke developed - 50, as determined in accordance with ASTM Standard E-84. Insulation shall have a "k" factor of 0.23 at 75oF mean temperature unless otherwise indicated. All insulation materials used for valves and fittings shall have the same ratings as the insulation. Information must be submitted showing that the proposed materials conform to above specification without exception.

Duct: 1-1/2" Factory fabricated insulation and FSK jacket assembly suitable for applications from 40-250oF, 3/4 pcf fiberglass, ASTM C553 Type I or II, with thermal resistance not less than the following for 2-inch thickness: 6.8 out of the box, 5.6 installed with 25% compression. Johns Manville Microlite XG Duct Wrap, Owens Corning Soft R Duct Wrap, Knauf Friendly Feel Duct Wrap, Certainteed Soft Touch Duct Wrap.

Refrigerant Piping: 1-1/2" Elastomeric pre-formed elastomeric foam insulation, ASTM C534 Type 1 flexible, closed cell, suitable for use up to 220oF, UV protected, not to exceed flame spread 25 and smoke developed 50 based on 0.75-inch thickness, conductivity 0.30 at 75oF. Kflex, Armacell OAE. For fittings, valves and accessories insulate using either pre-formed for use on fittings and valves, or cut sections of pipe insulation to match the shape of the fitting or valve, taped on using PVC tape.

DUCTWORK

Materials: Construct all, except special ductwork specified within, duct, casings, plenums etc. from galvanized steel sheets. Sheets shall be free of blisters, slivers, pits, and imperfectly galvanized spots. Reinforcing angles and bars, and duct support materials shall be galvanized steel.

Each duct system shall be constructed for the specific duct pressure classification required by the system application regardless of velocity. Duct Construction and Gauges shall be as specified in the Uniform Mechanical Code, Current Edition, Chapter 6 requirements, including Table No. 6-A for rectangular sheetmetal ducts up to 2 Inch W.C. static pressure.

Supply ductwork downstream of fan coil units to be 1-inch duct construction.

During installation protect the open ends of ducts to prevent debris and dirt from entering. Provide turning vanes in square elbows of low velocity supply and exhaust ductwork. Where exposed ducts pass through walls, floors, or ceilings, provide a tight-fitting, flanged sheetmetal collar around duct and tight against finished surface to cover opening and present a neat appearance. Lock collar to duct. Cross-break low velocity rectangular sheetmetal ducts on all four sides. Cross break sheet metal between standing seams or reinforcing angles. The center of cross break shall be of the required height to assure surfaces being rigid. Do not cross-break high velocity plenum panels.

Securely support ducts per SMACNA and UMC Table 6-7. Provide support at each concentrated load and at each change in direction. Provide supports on each side of rectangular ducts and equipment. Where vertical ducts pass through floors or roofs, support with angles or other steel members attached to minimum two opposite sides of duct. Size supports to rigidly support the ductwork. Provide lateral support.

FLEXIBLE DUCTS

Flexible ducts shall maintain dimensional integrity and shall be designed for the duct pressures encountered. Flexible ducts shall be insulated similar to and with the same heat transfer coefficients as the externally insulated ductwork. Flexible ductwork shall not exceed a flame spread rating of 25 or a smoke development rating of 50. Flexible ducts shall not exceed 5 ft. in length. Connections to rectangular ducts may be spin-in fittings with hand dampers. Flexible ducts for connections between low, medium, or high velocity ductwork and high pressure terminal units shall be high pressure type capable of holding 10" of static pressure with dimensional stability and without developing leaks, and shall be equal to Technaflex 57K UL Class 1 insulated air duct. Installation of flexible duct shall ensure that the inside radius of bends shall not be less than the duct diameter.

GRILLES, REGISTERS AND DIFFUSERS

Provide rated per ASHRAE Std 70, Method of Testing for Rating the Performance of Air Outlets and Inlets, steel with baked white enamel finish except as noted, for installation on a fixed surface or a lay-in T-bar ceiling as indicated on architectural drawings, rigidly constructed, vibration free, with inlet collar of sufficient length to connect inlet ductwork, sized as shown on drawings. Where frames are provided for installation in fixed surfaces, frames shall be approximately 1-1/8" wide. Sound performance rated per ADC and based on room absorption of 10dB<sub>r</sub>10-12 Watts and one diffuser. Approved Manufacturers: Price, Krueger, Titus, Anemostat, OAE.

Install plumb, affix to general construction as appropriate, make air-tight connection to ductwork, and adjust air flow pattern to achieve appropriate velocities in the occupied zones. Request direction from Engineer if any question exists regarding proper air-flow adjustment.

TESTING, ADJUSTING AND BALANCING OF MECHANICAL SYSTEMS

Provide all labor, instruments, and tools necessary to test, adjust and balance the systems shown on the drawings and/or described in these specifications. Check equipment performance, take measurements, adjust systems and equipment to provide specified performance, and report results. Submit reports to keep all parties posted on the progress of the TAB work.

Perform all work in accordance with these specifications and the latest edition of the NEBB Standards.

Review and inspect the mechanical systems for conformance with design documents. Test, adjust and balance all system flows under design conditions and under other conditions where part load testing is specified. Comply with measurement tolerances per NEBB. Balance to within 10% of design flows unless otherwise specified.

Visually mark the final settings of balancing dampers, balancing valves, fan speed controls, etc.

Comply with NEBB Standards. The descriptions included herein are a guide to the minimum information needed.

In the event that any areas fail to get proper flow, take the lead in troubleshooting the system. Measure pressures, flows, etc. at various points throughout the systems as required to identify the cause of the deficiencies and identify upgrades which will resolve these deficiencies. Coordinate any remedial efforts directly with mechanical and controls contractors and re-test as required.

Provide Test and Balance Report, 8-1/2" x 11" sheets bound into a complete and coherent report, except that drawings may be larger size, but still bound into the report. All forms shall be typewritten or legibly handwritten.

RECORD DRAWINGS

Maintain a full-size set of marked-up prints showing the installed location and arrangement of all work under this division, and in particular where changes were made during construction. Forward record drawings to the Owner's Representative prior to submitting a request for substantial completion.

SITE VISITS AND OBSERVATION OF CONSTRUCTION

The Engineer may make periodic visits to the project site at various stages of construction in order to observe the progress and quality of various aspects of the work so as to determine if such work is proceeding in general accordance with the Contract Documents. This observation will not release the Contractor from his responsibility to supervise, direct, and control all construction work and activities.

Provide all work generally in accordance with the materials specified here and presently installed at the facility. Advise Owner's Representative early if any aspects of the design or this specification differ from what is installed at the facility.

PROJECT CLOSEOUT

Submit written certification that all work complies with the specifications and applicable codes. Submit certifications and acceptance certificates including proof of delivery of record drawings, O&M manuals, spare parts required, and equipment warranties.

GENERAL SHEET NOTES

A. XXXX.

KEYNOTES

1. VRF CONDENSING UNIT (CU-1) LOCATED ON ROOF ABOVE. PROVIDE "BIGFOOT"-VRF EQUIPMENT STAND AND PIPING VAULT FOR REFRIGERANT PIPING AND CONDUIT ROOF PENETRATIONS. SEE DETAILS ON M-501.
2. VRF CEILING CASSETTE UNIT WITH OUTSIDE AIR DUCT CONNECTION, REFRIGERANT PIPING CONNECTIONS, AND CONDENSATE DRAIN CONNECTIONS.
3. VRF DUCTED UNIT WITH RETURN PLENUM, OUTSIDE AIR CONNECTION, REFRIGERANT PIPING AND CONDENSATE DRAIN CONNECTIONS.
5. ENERGY RECOVERY VENTILATOR UNIT MOUNTED IN CEILING PLENUM.
- 12"x12" WALL LOUVER.

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ARCHITECT

ENGINEER

ROSENWALD BLDG

CENTRAL AVE.  
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87102

PRELIMINARY DESIGN

PRELIMINARY DESIGN		
MARK	DATE	DESCRIPTION
ISSUE: PRELIMINARY DESIGN		
DATE: 7/23/2020 12:44:22 PM		
PROJECT NO: -		
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SHEET TITLE  
HVAC FIRST FLOOR PLAN

MH101





Refrigerant piping materials and installation shall be in accordance with the best working and piping practices for Freon refrigerants and the manufacturer's instructions. The Contractor shall install the refrigerant piping using Type "L" hard drawn copper tubing, Federal Specification WW-T-749, with silver solder joint. All piping shall be installed in a straight manner, free from traps, and shall be provided with plugged or capped ends, as it is erected, to prevent dirt from entering. The piping system shall be provided with gauges as required for the operation of the system. The piping is shown schematically on the drawings, verify exact arrangement and pipe sizing with equipment manufacturer.

Expansion valves shall be of the thermostatic type as manufactured by Alco, Sporlan, or equivalent, and shall be gas charged with capillary tube, external superheat adjustment and external equalizing connection. The expansion valves at each apparatus shall be protected by a strainer in the refrigerant liquid line to that group. The strainer shall be as manufactured by the Henry Valve Company, or equivalent, not less than line size and provided with shut-off valves before and after, and furnished with the packaged reciprocating unit.

Solenoid valves shall be suitable for the system in which they are used and shall be designed specifically for use with Freon refrigerants. Solenoid valves shall be furnished with the packaged reciprocating unit.

Refrigerant line valves shall be packless type or packed type with gas tight cap seal with wheel, globe, angle, or "T" needle type, with hard metal seats and shoulders on stems to permit packing stuffing boxes while open under pressure, or sealed diaphragm type.

In each liquid line, install a suitable silica gel filter and dryer as furnished by manufacturer.

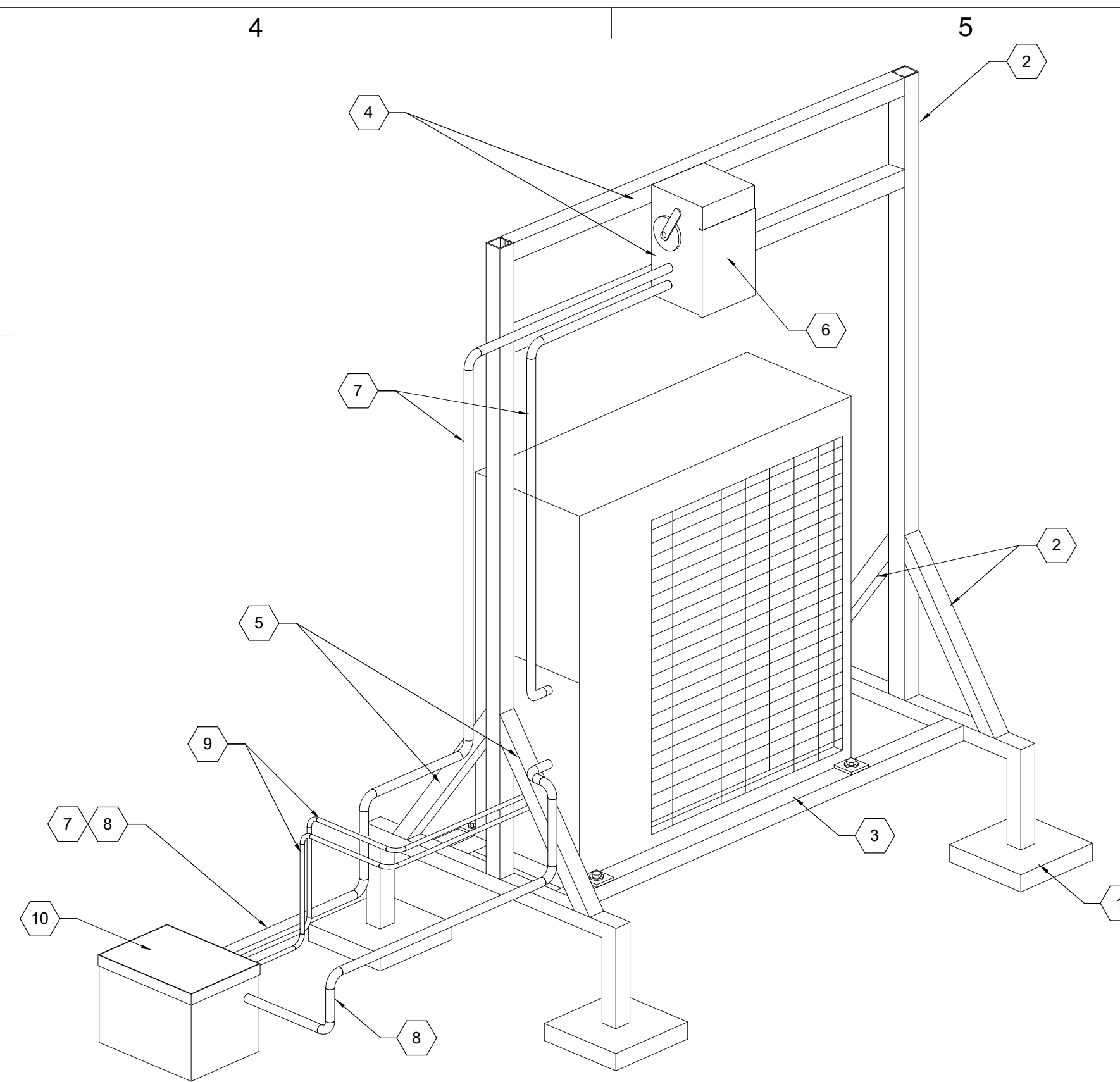
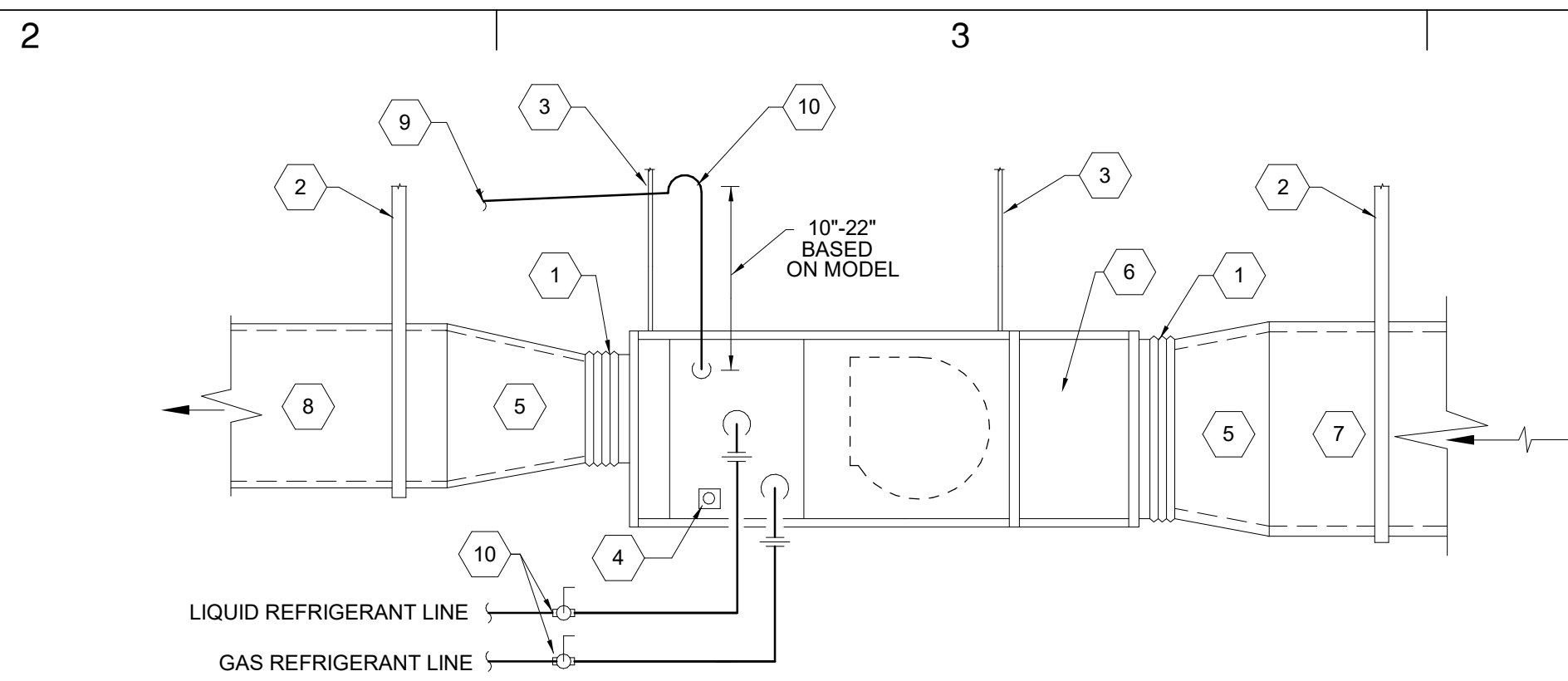
After the installation of the refrigerant piping system has been completed, all piping shall be tested and proven tight using a methodology recommended by the manufacturer for the specific equipment and refrigerants included in the project.

Upon completion of the piping pressure test, the refrigerant circuit shall be evacuated to 500 microns using a closed tube manometer and a high vacuum pump (using an electronic vacuum gauge that reads in microns) to ensure tightness of the piping and to remove air and moisture from the piping system. Upon completion of evacuation and acceptance of the system tightness, the vacuum shall be broken by the introduction of the refrigerant.

The Contractor shall furnish and install all of the refrigerant required to develop the system to its full rating, and in addition to the initial charge, the Contractor shall be required to provide all refrigerant required for the proper operation of the refrigeration apparatus during the first season's operation. Contractor shall guarantee that the loss of refrigerant for a season's operation shall not exceed 10% of the full charge of the system and he shall furnish any refrigerant required above this amount. This guarantee shall remain in effect until such time as the Contractor shall demonstrate this performance for one full year's operation. The Contractor shall be required to provide the initial charge of lubricating oil for all refrigeration apparatus and related equipment, and shall furnish a chart listing the type of oil and a schedule for maintenance that should be used with the various equipment.

Refrigerant pressure relief devices and fusible plugs shall be installed with piping to a safe location in accordance with ANSI/ASHRAE Standard 15-1994. Discharge shall be to atmosphere at a location not less than 15 feet above the adjoining ground level and not less than 20 feet from any window, ventilation opening, or exit from any building. Discharge line sizing shall conform to ANSI/ASHRAE Standard 15-1994.

Each discharge pipe shall be equipped with a drip leg capable of holding 1 gallon of liquid. The drip leg shall include a manual drain valve.



## KEYNOTES

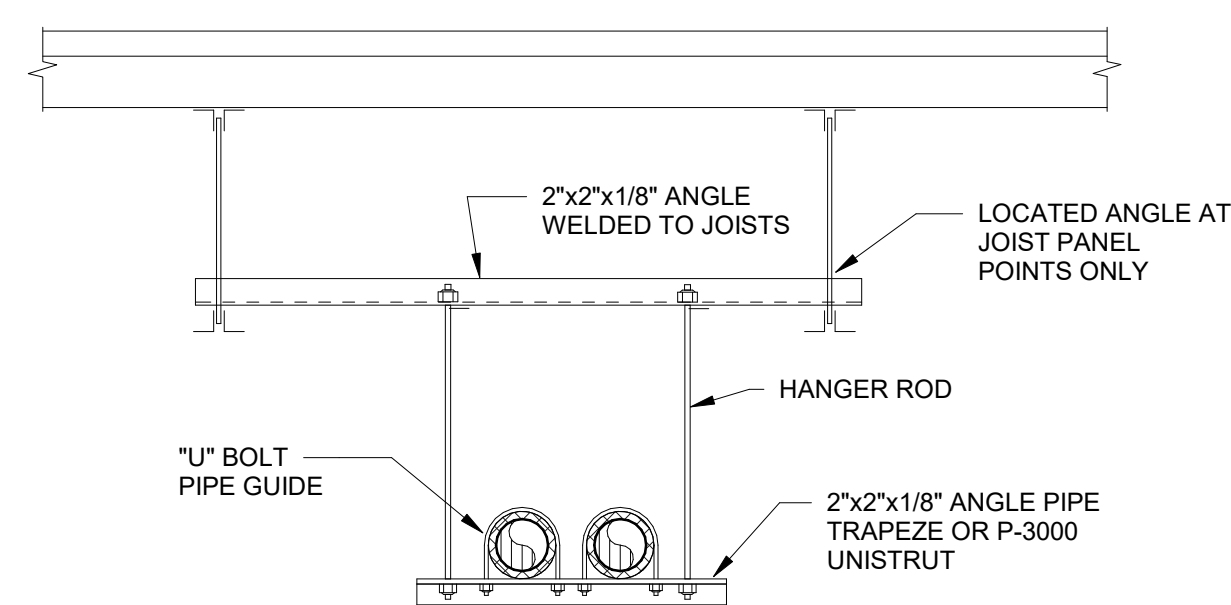
1. FLEXIBLE DUCT CONNECTION.
2. DUCT HANGER STRAP.
3. STEEL HANGER ROD.
4. SOCKET FOR MAINTENANCE WITH ROBBER CAP.
5. DUCT TRANSITION.
6. FILTER RACK WITH MERV 8 FILTER. FILTER RACK AND FILTER SHALL BE PROVIDED BY THE MANUFACTURER OF THE FAN COIL UNIT.
7. RETURN AIR DUCT WITH 1" ACOUSTICAL LINING. PROVIDE DUCT TRANSITION AS REQUIRED. SEE PLANS FOR DUCT ROUTING AND SIZES.
8. SUPPLY AIR DUCT. PROVIDE 1" ACOUSTICAL LINING AS INDICATED ON THE FLOOR PLANS OR SPECIFICATIONS. PROVIDE DUCT TRANSITION AS REQUIRED. SEE PLANS FOR DUCT ROUTING AND SIZES.
9. CONDENSATE DRAIN REFER TO PLUMBING DRAWINGS FOR ROUTING AND DETAILS. INSTALL PER MANUFACTURER'S INSTALLATION MANUAL.
10. INTEGRATED TRAP. ISOLATION VALVE. VALVE SHALL MEET THE FOLLOWING SPECIFICATIONS:

- A. Isolation valve shall be a Ball Valve type.
- B. Compatibility with R410A and PVE(Poly vinyl Ether Oil) oil.
- C. Temperature operation range of -40 deg F to 300 dg F.
- D. Full flow valve with 0 pressure drop.
- E. Bi directional flow.
- F. Integral Service port. Integral Service port shall be installed on the indoor unit side.
- G. Brazed connections.

NOTE:

- PROVIDE 24"x24" ACCESS PANEL LOCATED IN ALL FIXED CEILINGS
- PROVIDE FACTORY BUILT-IN LIFT PUMP WITH FAN COIL UNIT.
- SEE PIPING SCHEMATIC FOR REFRIGERANT LINE SIZES.

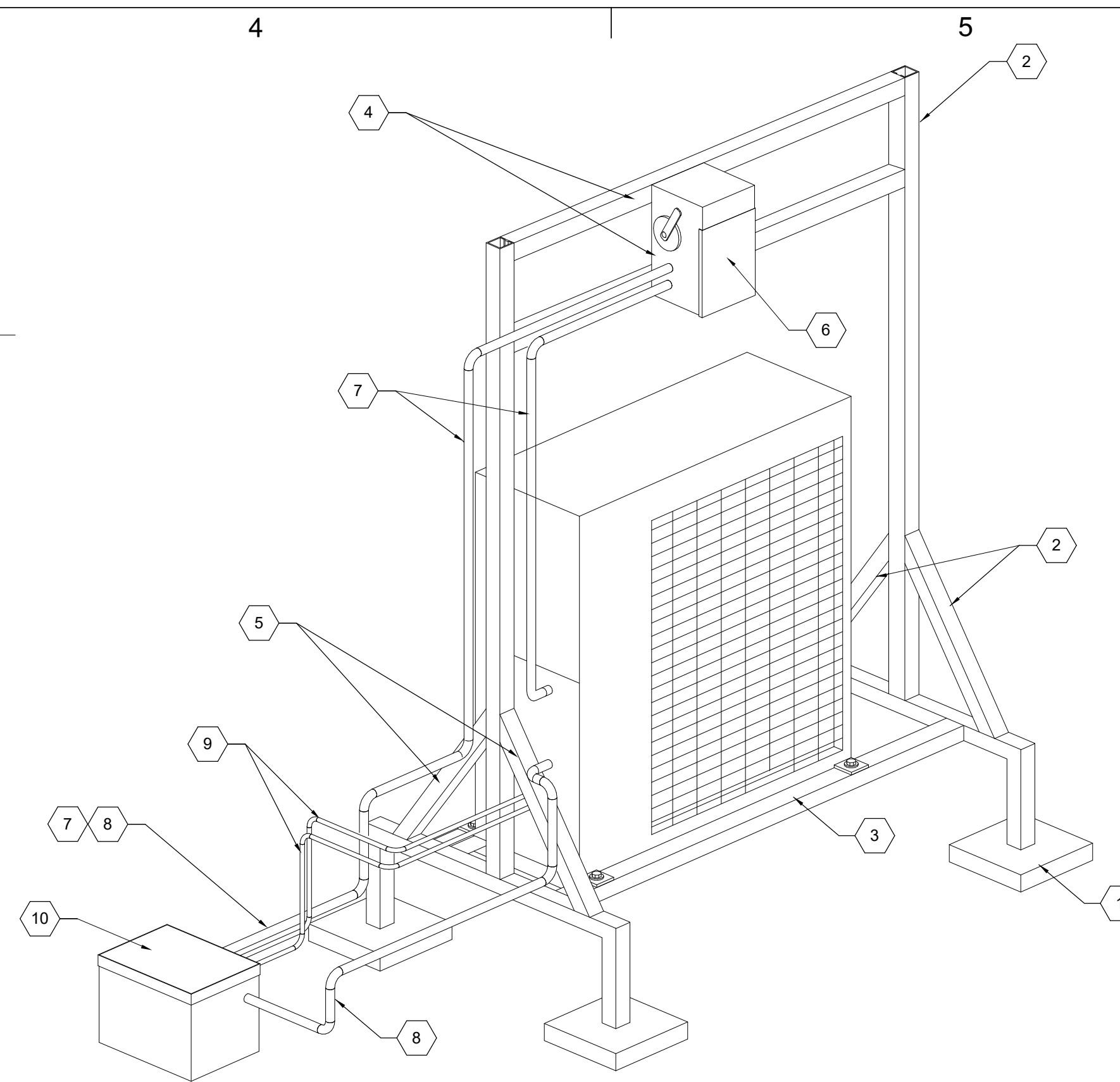
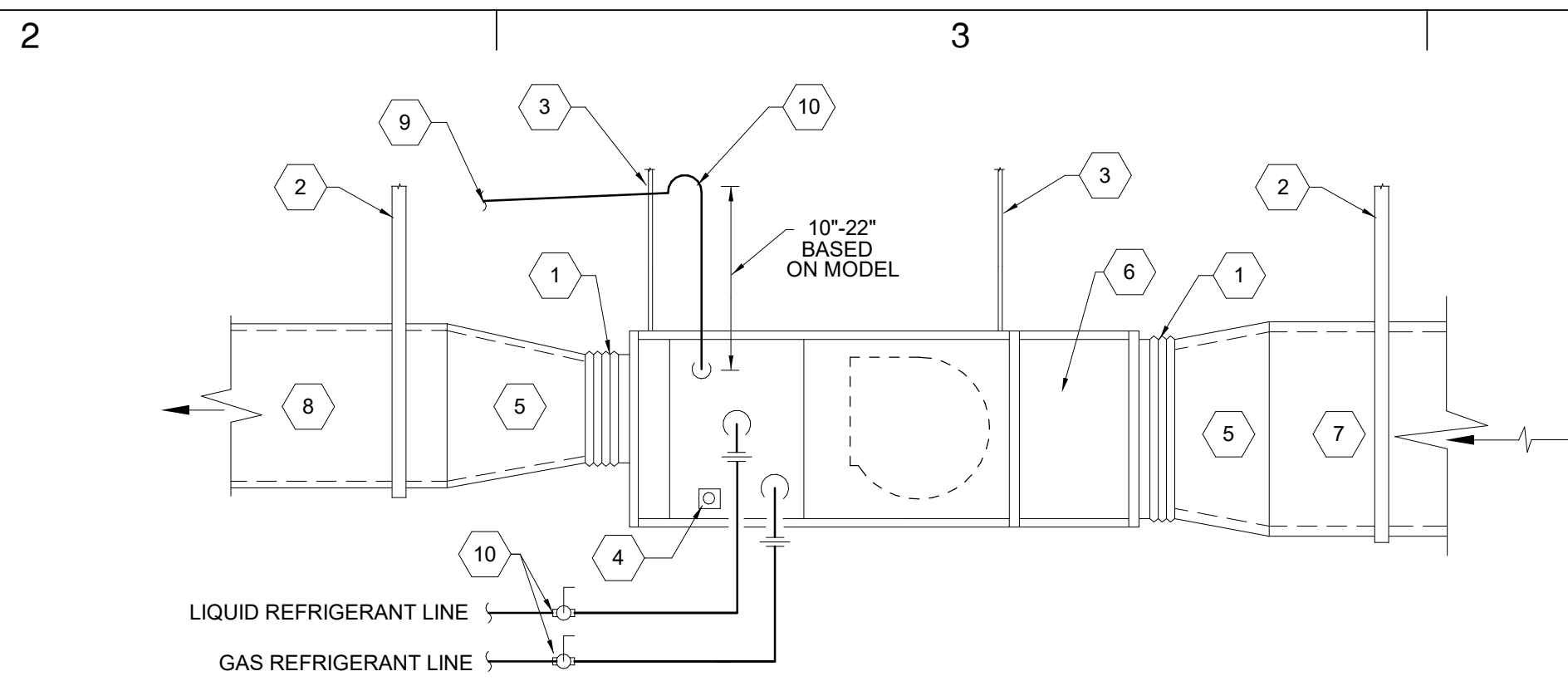
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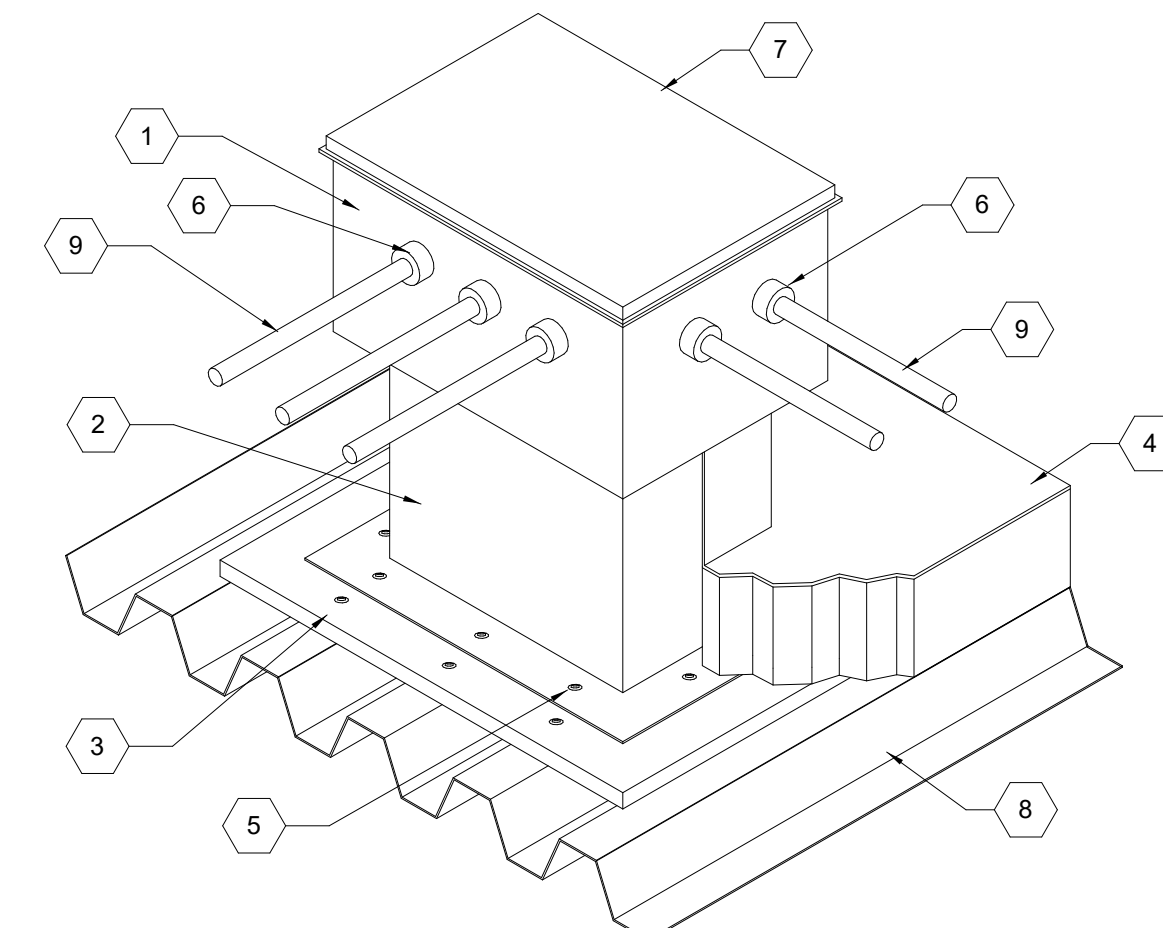
NOTES:

- "U" BOLTS SHALL BE USED AS GUIDES ONLY, NOT ANCHORS.
- "U" BOLTS SHALL BE ON EVERY THIRD TRAPEZE (MIN.)
- DO NOT TIGHTEN "U" BOLTS ON PIPING OR INSULATION, LEAVE LOOSE AS PIPE GUIDE.
- PROVIDE SHEET METAL SLEEVE AROUND PIPE INSULATION AT ALL PIPE HANGERS. SEE SPECS. FOR INSULATION

## SCALE = NONE



## SCALE = NONE



- |   |                                                                                                          |   |                                                                           |
|---|----------------------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------|
| 1 | MANUFACTURED PIPING/CONDUIT ROOF PENETRATION VAULT - "VAULT-AL SERIES" OR EQUAL.                         | 6 | PIPE SEALS FURNISHED WITH VAULT - COORDINATE QTY WITH VAULT MANUFACTURER. |
| 2 | METAL ROOF CURB FURNISHED WITH VAULT-COORD HEIGHT WITH ARCH ROOFING DETAILS.                             | 7 | REMOVABLE TOP WITH WEATHERTIGHT SEALS (BY VAULT MANUFACTURER).            |
| 3 | BLOCKING BELOW CURB TO SUPPORT PERIMETER OF CURB ON METAL DECK. SECURELY ANCHOR TO DECK WITH TEK SCREWS. | 8 | METAL DECKING - REFER TO ARCH DWGS.                                       |
| 4 | ROOF INSULATION AND MEMBRANE. REFER TO ARCH DETAILS.                                                     | 9 | PIPING AND CONDUIT AS INDICATED ON MECH ROOF PLANS AND ELECTRICAL PLANS.  |
| 5 | SECURELY ANCHOR ROOF CURB TO BLOCKING WITH TEK SCREWS (3 PER SIDE).                                      |   |                                                                           |

## SCALE = NONE

CONSULTANT



ARCHITECT

ENGINEER

**ROSENWALD BLDG**

CENTRAL AVE.  
ALBUQUERQUE, NM  
87102

# PRELIMINARY DESIGN

## PRELIMINARY DESIGN

MARK	DATE	DESCRIPTION
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ISSUE: PRELIMINARY DESIGN

DATE: 7/23/2020 12:44:15 PM

DATE: 7/25/2023
PROJECT NO:

BIM FILE:

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DRAWN BY: Author
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SHEET TITLE

## MECHANICAL DETAILS

# M-501









END OF SECTION

END OF SECTION

COA-Townsite Q021 Lease [PA Ex. B]  
APD Substation  
41 of 53

PANELBOARDS

GENERAL

- A. DEAD FRONT, SAFETY TYPE WITH VOLTAGE RATINGS AS SCHEDULED. PANELBOARDS SHALL BE OF THE TYPE REQUIRED FOR THE SHORT CIRCUIT AND DUTY RATINGS INDICATED ON THE DRAWINGS OR SPECIFIED. ALL PANELBOARDS SHALL HAVE A NEUTRAL BUS AND A GROUND BUS. PANELBOARDS SHALL BE CIRCUIT BREAKER AS SCHEDULED, UNLESS OTHERWISE NOTED.

CABINETS

- A. EACH PANELBOARD SHALL BE ENCLOSED IN A SINGLE SHEET METAL CABINET WITH FRONT DOORS, CATCHES, LOCKS, ETC. AS REQUIRED FOR A COMPLETE INSTALLATION.
- B. DOOR-IN-DOOR: BOTH SURFACE AND FLUSH PANELS SHALL BE DOOR-IN-DOOR. THE DOOR OVER THE INTERIOR OF THE PANEL SHALL BE PROVIDED WITH HINGES AND COMBINED LOCK AND LATCH. THE OUTSIDE DOOR OVER THE PANEL GUTTERS SHALL HAVE A HINGE ON ONE SIDE AND MACHINE SCREWS INTO THREADED HOLES IN THE PANELBOARD CABINET ON THE OTHER THREE SIDES. ALL LOCKS SHALL BE KEYED ALIKE.

BRANCH CIRCUIT PANELS

- A. ALL BRANCH CIRCUIT PANELS FOR LIGHTING AND SINGLE PHASE LOADS SHALL BE "QUICK-LAG" CIRCUIT BREAKERS WITH A MINIMUM INTERRUPTING CAPACITY, MAIN LUGS OR MAIN BREAKER AS INDICATED ON THE DRAWINGS, "DOOR-IN-DOOR" COVER. CIRCUIT BREAKERS PROVIDING MOTOR SHORT CIRCUIT PROTECTION SHALL HAVE TRIP ELEMENTS SIZED TO MEET NEC REQUIREMENTS OR EQUIPMENT MANUFACTURER'S RECOMMENDATIONS, WHICHEVER ARE SMALLER.
- B. BREAKERS: MOLDED CASE AS SCHEDULED OR REQUIRED. PROVIDE QUICK MAKE AND QUICK BREAK TOGGLE MECHANISM, INVERSE TIME TRIP CHARACTERISTICS AND TRIP FREE OPERATION ON OVERLOAD OR SHORT CIRCUIT. AUTOMATIC TRIPPING SHALL BE INDICATED BY A HANDLE POSITION BETWEEN THE MANUAL OFF AND ON POSITION. PROVIDE TRIP RATINGS AS INDICATED IN THE PANELBOARD SCHEDULES. ADJUSTABLE MAGNETIC TRIP DEVICES SHALL BE SET AT THE FACTORY TO THE LOW TRIP SETTING. PROVIDE BREAKER FRAME SIZES AS REQUIRED FOR THE CONTINUOUS RATING OR THE INTERRUPTING CAPACITY, WHICHEVER IS LARGER.
- C. BOLTED TYPE: CIRCUIT BREAKER CURRENT CARRYING CONNECTIONS TO THE BUS SHALL BE OF THE BOLTED TYPE, FACTORY ASSEMBLED. STAB IN TYPE NOT PERMITTED. PROVIDE BUS BARS FOR THREE PHASE PANELBOARDS OF THE SEQUENCE PHASED TYPE CONNECTION AND ARRANGED FOR 3 PHASE, 4 WIRE MAINS, UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- D. SPACE ONLY: WHERE "SPACE ONLY" IS NOTED ON THE DRAWINGS, PROVIDE NECESSARY CONNECTORS, MOUNTING BRACKETS, ETC., FOR THE FUTURE INSERTION OF AN OVERCURRENT DEVICE. SPACES SHALL BE SIZED FOR 100 AMP STRAPS MINIMUM. THE WORD "SPACE" IS INTENDED TO MEAN A SPACE FOR A FUTURE BRANCH CIRCUIT BREAKER, AND WILL INCLUDE CONNECTION STRAPS RATED AT 100 AMPERES, MINIMUM, HOLDING BRACKETS, AND AN IDENTIFYING NUMBERING UNIT, SO THAT ALL THAT IS NECESSARY TO CONVERT IT TO AN ACTIVE CIRCUIT IS INSTALLATION OF THE CIRCUIT BREAKER.
- E. DIRECTORIES: PROVIDE TYPEWRITTEN CIRCUIT DESCRIPTIONS REFERENCING PERMANENT ROOM NUMBERING ASSIGNED IN LIEU OF THE ROOM NUMBERING SHOWN ON THE DRAWINGS.
- F. LABELS: LABELS FOR IDENTIFYING THE BREAKER SHALL BE ENGRAVED LAMINATED PLASTIC STRIPS ATTACHED BY SCREWS OR PHENOLIC BUTTONS OR SMALL WINDOW FRAME TYPE.
- G. SKIRTS: WHERE NOTED ON THE DRAWINGS PANELBOARDS SHALL BE SKIRTED WITH COMPLETE METAL ENCLOSURES AND BARRIERS SEPARATING THE PANEL INTERIOR.
- H. ALL BUS BARS SHALL BE COPPER. USE OF ALUMINUM BUS BARS WILL NOT BE PERMITTED.

END OF SECTION

GROUNDING

- A. SYSTEMS: MATERIALS, EQUIPMENT AND DEVICES RELATED TO THE GROUNDING SYSTEM ARE SPECIFIED UNDER OTHER SECTIONS OF THESE SPECIFICATIONS.
- B. INSTALL TWO SEPARATE GROUNDING SYSTEMS: A GROUNDING SYSTEM FOR SEPARATE STRUCTURES AND SEPARATELY DERIVED SYSTEMS AND AN EQUIPMENT GROUNDING SYSTEM. SEPARATELY DERIVED SYSTEMS, CONDUIT SYSTEMS, SUPPORTS, CABINETS, EQUIPMENT, AND NEUTRAL CONDUCTOR SHALL BE GROUNDED IN ACCORDANCE WITH THE MINIMUM CODE REQUIREMENTS AND AS FURTHER INDICATED ON THE DRAWINGS OR SPECIFIED.
- C. GENERAL: CURRENT RETURN CONDUCTORS, SUCH AS NEUTRALS OF THE SERVICE ENTRANCE, FEEDER CIRCUITS AND BRANCH CIRCUITS, SHALL NOT BE USED FOR EQUIPMENT GROUNDING. CARE MUST BE EXERCISED TO INSURE THAT NEUTRAL BARS ARE NOT BONDED TO THE ENCLOSURES OF PANELBOARDS, ETC., WHICH ARE NOT PART OF THE MAIN SERVICE EQUIPMENT.
- D. COMMON GROUND POINT: ESTABLISH ONE COMMON GROUND POINT IN THE EXISTING MAIN SERVICE EQUIPMENT BY INTERCONNECTING THE INSULATED NEUTRAL BUS (OR BAR), THE UNINSULATED EQUIPMENT GROUND BUS (OR BAR), AND SERVICE GROUNDING ELECTRODE CONDUCTOR.
- D. NEUTRAL DISCONNECTING MEANS: INSTALL A NEUTRAL DISCONNECTING MEANS IN THE MAIN EQUIPMENT FOR DISCONNECTING AND ISOLATING THE NEUTRAL BUS FROM THE COMMON GROUND. THE DISCONNECTING MEANS MAY BE DISCONNECTING LINKS IN THE INTERCONNECTION BETWEEN THE INSULATED NEUTRAL AND UNINSULATED EQUIPMENT GROUND.
- E. NEUTRAL BARS: PROVIDE AN INSULATED NEUTRAL BAR, SEPARATE FROM THE UNINSULATED EQUIPMENT GROUND BAR, IN ALL PANELBOARDS, DISCONNECT SWITCHES, CABINETS, ETC., WHICH HAVE NEUTRAL CONNECTIONS.
- F. EQUIPMENT GROUNDING SYSTEM: PROVIDE A COMPLETE EQUIPMENT GROUNDING SYSTEM IN ACCORDANCE WITH THE MINIMUM CODE REQUIREMENTS AND AS FURTHER INDICATED ON THE DRAWINGS OR SPECIFIED. THE EQUIPMENT GROUND (GREEN CONDUCTOR) CONSISTS OF METALLIC CONDITIONS TO GROUND OF NON-CURRENT CARRYING METAL PARTS OF THE WIRING SYSTEM OR APPARATUS CONNECTED TO THE SYSTEM.
- G. CONDUITS: WHERE METALLIC CONDUITS TERMINATE WITHOUT MECHANICAL CONNECTION TO A METALLIC HOUSING OF ELECTRICAL EQUIPMENT BY MEANS OF LOCK NUT AND BUSHINGS, PROVIDE GROUND BUSHING CONNECTED WITH A BARE COPPER CONDUCTOR TO THE GROUND BAR IN THE ELECTRICAL EQUIPMENT.
- G. FEEDERS AND BRANCH CIRCUITS: PROVIDE A SEPARATE GREEN INSULATED EQUIPMENT GROUNDING CONDUCTOR FOR EACH SINGLE OR THREE-PHASE FEEDER AND EACH BRANCH CIRCUIT WITH A THREE-PHASE PROTECTIVE DEVICE. INSTALL THE REQUIRED GROUNDING CONDUCTOR IN THE COMMON CONDUIT OR RACEWAY WITH THE RELATED PHASE AND/OR NEUTRAL CONDUCTORS AND CONNECT TO THE BOX OR CABINET GROUNDING TERMINAL.
- I. DEVICES: INSTALL A MINIMUM NO. 12 GREEN INSULATED EQUIPMENT BONDING CONDUCTOR FROM A GROUNDING TERMINAL IN THE RESPECTIVE OUTLET OR JUNCTION BOX TO THE GREEN GROUND TERMINAL OF ALL RECEPTACLES AND THROUGH FLEXIBLE CONDUIT TO ALL LIGHT FIXTURE HOUSINGS.
- J. GROUNDING ELECTRODE: THE SERVICE GROUND ELECTRODES SHALL BE UTILIZED. PROVIDE A NEW GROUNDING ELECTRODE IN COMPLIANCE WITH N.E.C ART. 250.
- K. GROUNDING CONDUCTORS: THE GROUNDING CONDUCTORS FOR GROUND ELECTRODES SHALL BE INSULATED OR BARE COPPER, SIZED IN ACCORDANCE WITH N.E.C NEC 250, INCLUDING THE CONDUCTOR FOR THE MADE ELECTRODE. THE CONDUCTORS SHALL BE CONTINUOUS WITHOUT JOINT OR SPLICE AND SHALL BE INSTALLED IN CONDUIT WITH THE CONDUIT BONDED TO THE CONDUCTOR AT EACH END. INSTALL THE CONDUCTOR TO PERMIT THE SHORTEST AND MOST DIRECT PATH AND TERMINATE IN THE MAIN SERVICE EQUIPMENT ON THE COMMON GROUND POINT. EQUIPMENT GROUNDING CONDUCTORS SHALL BE GREEN INSULATED CONDUCTORS EQUIVALENT TO THE INSULATION ON THE ASSOCIATED PHASE CONDUCTOR, BUT NOT LESS THAN TYPE TW. THE EQUIPMENT GROUNDING CONDUCTOR OR STRAPS SHALL BE SIZED IN ACCORDANCE WITH NEC. WHERE ONE FEEDER SERVES A SERIES OF PANELBOARDS OR TRANSFORMERS, THE EQUIPMENT GROUNDING CONDUCTOR SHALL BE CONTINUOUS WITHOUT SPLICES. GROUNDING CONDUCTORS SHALL NOT BE INSTALLED THROUGH METAL-SHEATHED HOLES. ALL CONNECTIONS SHALL BE AVAILABLE FOR INSPECTION AND MAINTENANCE.
- L. GROUNDING CONNECTIONS: CLEAN SURFACES THOROUGHLY BEFORE APPLYING GROUND LUGS OR CLAMPS. IF SURFACE IS COATED THE COATING MUST BE REMOVED DOWN TO THE BARE METAL. AFTER THE COATING HAS BEEN REMOVED, APPLY A NON-CORROSIVE APPROVED COMPOUND TO CLEANED SURFACE AND INSTALL LUGS OR CLAMPS. WHERE GALVANIZING IS REMOVED FROM METAL, IT SHALL BE PAINTED OR TOUCHED UP WITH "GALVANOX", OR EQUAL.
- M. TESTS: TEST THE COMPLETED GROUNDING SYSTEM WITH A MEGGAR AT THE SERVICE GROUND BAR AND SUBMIT A WRITTEN REPORT TO THE ARCHITECT FOR APPROVAL. THE SERVICE SHALL NOT BE ENERGIZED IF THE TEST SHOWS MORE THAN 5 OHMS, UNLESS APPROVED BY THE ENGINEER.

LIGHTING EQUIPMENT

- A. CLEANUP: AT FINAL INSPECTION ALL FIXTURES AND LIGHTING EQUIPMENT SHALL BE IN FIRST CLASS OPERATING ORDER, IN PERFECT CONDITION AS TO FINISH AND FREE FROM DEFECTS, COMPLETELY LAMPED, CLEAN AND FREE FROM DUST, PLASTER OR PAINT SPOTS AND COMPLETE WITH THE REQUIRED GLASSWARE, REFLECTORS, SIDE PANELS, LOUVERS OR OTHER COMPONENTS NECESSARY TO COMPLETE THE FIXTURES.

END OF SECTION

WIRING DEVICES

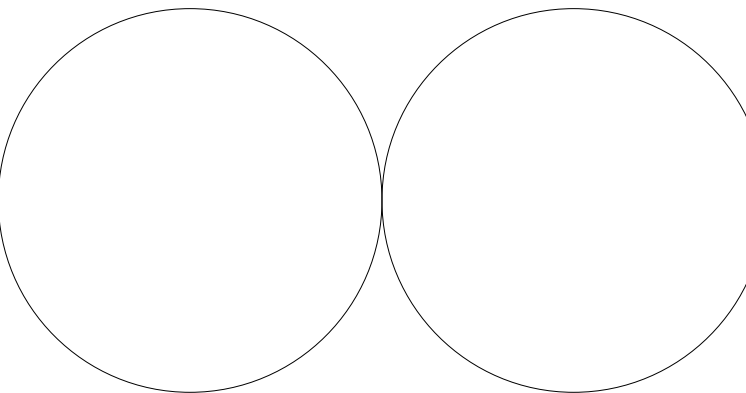
- A. COMPLY WITH NEMA STANDARD WD 1, "GENERAL PURPOSE WIRING DEVICES."
- B. ENCLOSURES: NEMA 3R EQUIVALENT, EXCEPT AS OTHERWISE INDICATED.
- C. RECEPTACLES, STRAIGHT-BLADE AND LOCKING TYPE: EXCEPT AS OTHERWISE INDICATED, COMPLY WITH FEDERAL SPECIFICATION W-C-596 AND HEAVY-DUTY GRADE OF UL STANDARD 498, "ELECTRICAL ATTACHMENT PLUGS AND RECEPTACLES." PROVIDE NRTL LABELING OF DEVICES TO VERIFY THESE COMPLIANCES. 20A UNLESS NOTED OTHERWISE.
- D. GROUND-FAULT CIRCUIT INTERRUPTER (GFCI) RECEPTACLES: UL STANDARD 943, "GROUND FAULT CIRCUIT INTERRUPTERS." FEED-THROUGH TYPE, WITH INTEGRAL NEMA 5-20R DUPLEX RECEPTACLE ARRANGED TO PROTECT CONNECTED DOWNSTREAM RECEPTACLES ON THE SAME CIRCUIT. DESIGN UNITS FOR INSTALLATION IN A 2-3/4-INCH DEEP OUTLET BOX WITHOUT AN ADAPTER.
- E. CORD AND PLUG SETS: MATCH VOLTAGE AND CURRENT RATINGS AND NUMBER OF CONDUCTORS TO REQUIREMENTS OF THE EQUIPMENT BEING CONNECTED. CORD: RUBBER-INSULATED, STRANDED COPPER CONDUCTORS, WITH TYPE SOW-A JACKET. GROUNDING CONDUCTOR HAS GREEN INSULATION. AMPACITY IS EQUIPMENT RATING PLUS 30 PERCENT MINIMUM. PLUG: MALE CONFIGURATION WITH NYLON BODY AND INTEGRAL CABLE-CLAMPING JAWS. MATCH TO CORD AND TO RECEPTACLE TYPE INTENDED FOR CONNECTION.
- F. WEATHERPROOF RECEPTACLES: DUPLEX RECEPTACLES, COMPLY WITH REQUIREMENTS ABOVE. CAST METAL BOX, COVER PLATE, AND COVER TO PROVIDE WEATHERPROOF CAPABILITY WITH PLUGS AND CORDS INSTALLED.
- G. SNAP SWITCHES: QUIET-TYPE AC SWITCHES, NRTL LISTED AND LABELED AS COMPLYING WITH UL STANDARD 20 "GENERAL USE SNAP SWITCHES," AND WITH FEDERAL SPECIFICATION W-S-896. SPECIFICATION GRADE 20A, 120-277V.
- H. SNAP SWITCHES IN HAZARDOUS (CLASSIFIED) LOCATIONS: COMPLY WITH UL STANDARD 894, "SWITCHES FOR USE IN HAZARDOUS (CLASSIFIED) LOCATIONS."
- I. DIMMER SWITCHES: MODULAR FULL-WAVE SOLID-STATE UNITS WITH INTEGRAL, QUIET ON-OFF SWITCHES, AND AUDIBLE AND ELECTROMAGNETIC NOISE FILTERS. WATTAGE RATING EXCEEDS CONNECTED LOAD BY 30 PERCENT MINIMUM, EXCEPT AS OTHERWISE INDICATED. CONTROL: CONTINUOUSLY ADJUSTABLE SLIDE, TOGGLE OR ROTARY KNOB. SINGLE-POLE OR 3-WAY SWITCH TO SUIT CONNECTIONS.
- J. WALL PLATES: SINGLE AND COMBINATION TYPES THAT MATE AND MATCH WITH CORRESPONDING WIRING DEVICES. FEATURES INCLUDE THE FOLLOWING:
- COLOR: MATCHES WIRING DEVICE EXCEPT AS OTHERWISE INDICATED.
  - PLATE-SECURING SCREWS: METAL WITH HEADS COLORED TO MATCH PLATE FINISH.
  - MATERIAL FOR FINISHED SPACES: HEAVY DUTY NYLON.
  - MATERIAL FOR UNFINISHED SPACES: GALVANIZED STEEL.
  - PROVIDE PERMANENT CIRCUIT LABELING INDICATING PANEL FED FROM AND CIRCUIT NUMBER ON EACH DEVICE COVER PLATE.

END OF SECTION

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PRELIMINARY  
DESIGN

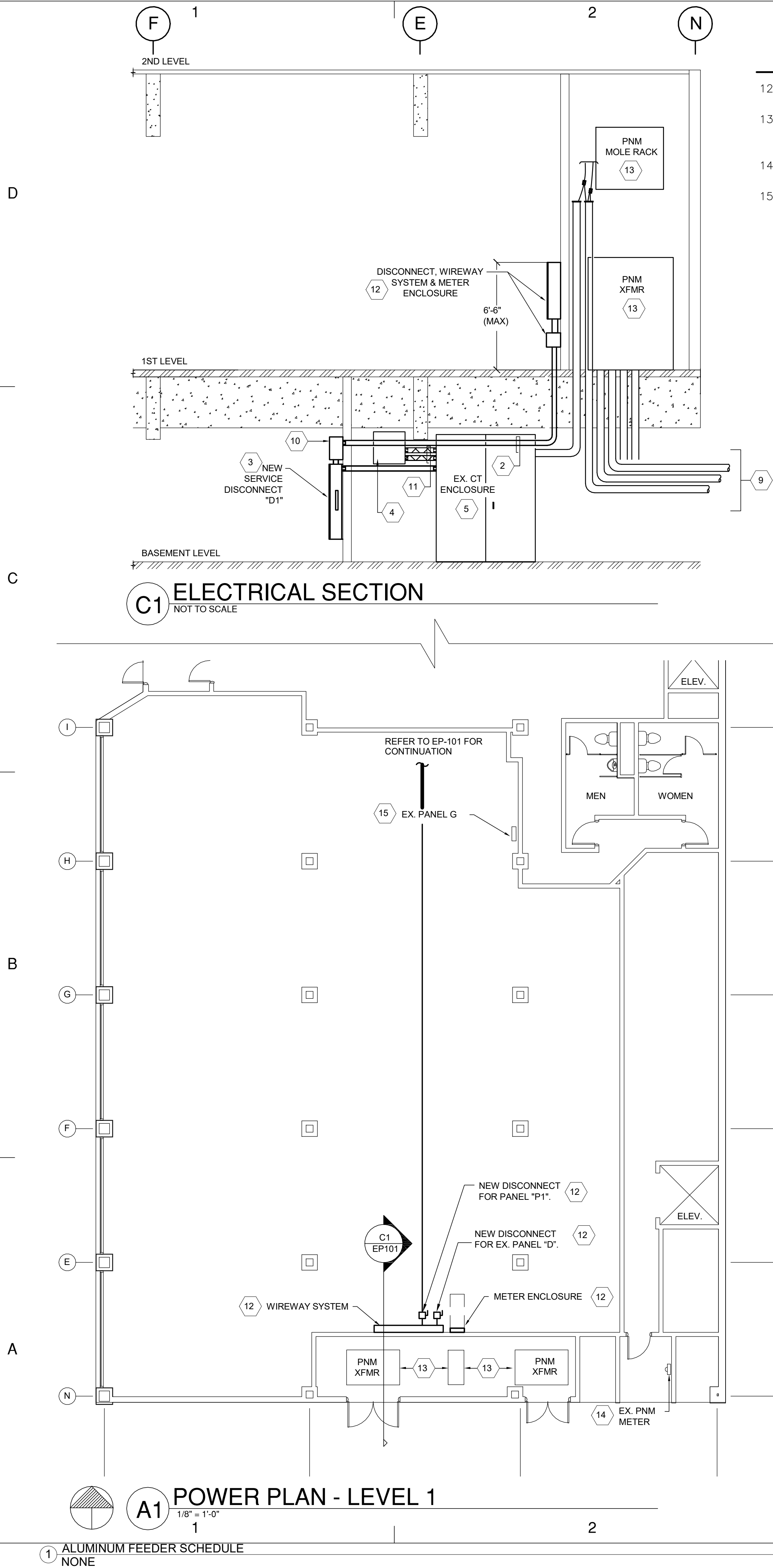
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SHEET TITLE

ELECTRICAL SPECIFICATIONS

E-003



**A1** POWER PLAN - LEVEL 1  
1/8" = 1'-0"

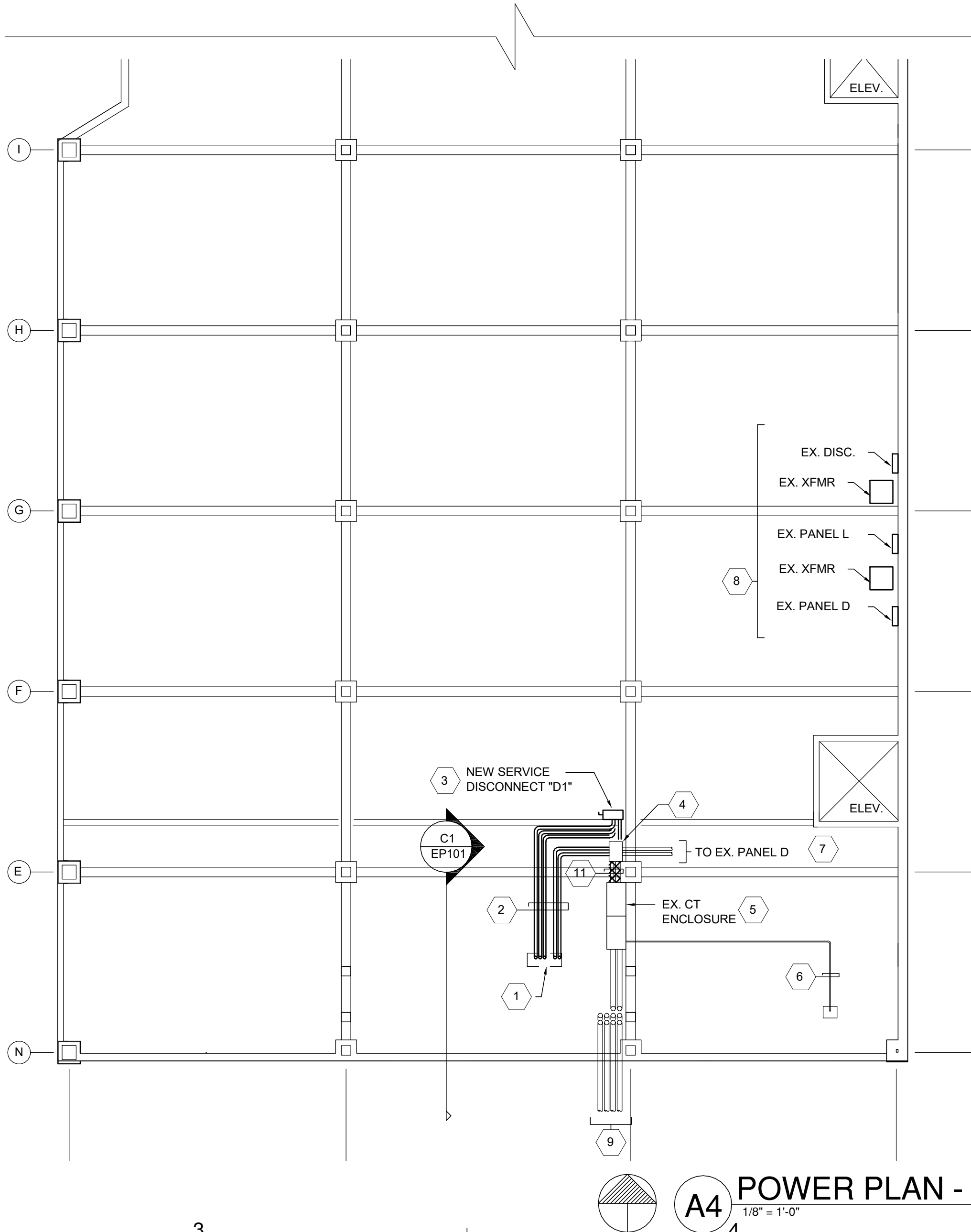
1 ALUMINUM FEEDER SCHEDULE  
NONE

## SHEET KEYED NOTES

12. REFER TO SHEET E-601 FOR DISCONNECT, METER ENCLOSURE AND WIREWAY SYSTEM INFORMATION.
13. EXISTING PNM DISTRIBUTION TRANSFORMERS AND MOLE RACK TO REMAIN. COORDINATE WITH PNM POWER OUTAGE. PNM EQUIPMENT SHOWN FOR REFERENCE ONLY.
14. EXISTING PNM METER TO REMAIN. SHOWN HERE FOR REFERENCE ONLY.
15. EXISTING PANEL TO REMAIN AS PRESENTLY INSTALLED.
1. INSTALL FEEDER FROM NEW SERVICE DISCONNECT AND UP TO WIREWAY (LOCATED IN FIRST FLOOR).
2. FEEDER FROM SERVICE DISCONNECT TO FIRST FLOOR WIREWAY SYSTEM. COORDINATE FINAL ROUTING OF CONDUIT(S) WITH EXISTING CONDITIONS. REFER TO SHEET E-601 FOR NUMBER OF PARALLEL RUNS AND SIZES. PROVIDE NEC SIZED PULL BOX AS NEEDED.
3. INSTALL NEW SERVICE DISCONNECT IN HALLWAY WALL IN CLOSE PROXIMITY TO EXISTING C.T. ENCLOSURE. MAINTAIN PROPER PANEL CLEARANCE PER NEC ART-110.
4. EXISTING PULL BOX TO REMAIN AS PRESENTLY INSTALLED. RE-USE BOX TO SPLICE NEW CONDUCTORS WITH EXISTING CONDUCTORS. REFER TO SHEET E-601 FOR ADDITIONAL INFORMATION.
5. EXISTING C.T. ENCLOSURE OWNED BY PNM TO REMAIN. COORDINATE WITH PNM TIE-IN CONNECTIONS AT C.T. ENCLOSURE PRIOR TO COMMENCING ANY WORK.
6. EXISTING RACEWAY PATH AND CONDUCTORS FROM EX. C.T. ENCLOSURE TO METER SOCKET TO REMAIN AS PRESENTLY INSTALLED. PROTECT DURING CONSTRUCTION.
7. EXISTING FEEDER TO REMAIN AS PRESENTLY INSTALLED.
8. APPROXIMATE LOCATION OF EXISTING ELECTRICAL ROOM SHOWN FOR REFERENCE ONLY. EXISTING EQUIPMENT TO REMAIN.
9. EXISTING DOWNTOWN NETWORK SYSTEM OWNED BY PNM TO REMAIN.
10. PROVIDE NEW NEC SIZED PULL BOX AS NEEDED.
11. EXISTING FEEDER TO BE DISCONNECTED AND REMOVED. RE-USE EXISTING CONDUITS FOR NEW WIRE WHEN POSSIBLE.

## GENERAL NOTES

- COORDINATE INSTALLATION AND REQUIREMENTS OF ELECTRICAL SERVICE WITH UTILITY COMPANY. PNM REPRESENTATIVE FOR THIS PROJECT IS TERRY SADLER (505) 252-3817.
- CONTRACTOR WILL MEGGER TEST AND TORQUE ALL PANEL FEEDERS, MEASURE RESISTANCE TO GROUND AT SERVICE GROUND AND PROVIDE WRITTEN DOCUMENTATION OF TEST RESULTS.
- CONTRACTOR WILL LABEL ALL DISTRIBUTION EQUIPMENT PRIOR TO FINAL OBSERVATION WALK THROUGH.
- ALL EMT FITTINGS SHALL BE COMPRESSION TYPE FITTINGS.
- IT WILL BE THE CONTRACTOR'S OBLIGATION TO INCLUDE, IN THEIR BID, THE COSTS FOR INSTALLING JUNCTION BOXES, PROVIDING MISCELLANEOUS COVERS, AND WORK WITH OTHER DISCIPLINES WHERE THE CONTRACT INVOLVES ELECTRICAL POWER. ALL OF THIS WORK SHALL BE PART OF THIS CONTRACT.
- LOCATION OF EQUIPMENT AND OTHER DEVICES SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.
- THE CONDUIT RUNS, AS SHOWN ON PLANS, INDICATE APPROXIMATE ROUTING. EXACT LOCATION OF CONDUIT RUNS SHALL BE AS FIELD CONDITIONS DICTATE.
- CONTRACTOR SHALL INSTALL PULL AND JUNCTION BOXES WHEREVER REQUIRED BY N.E.C. OR JOB CONDITIONS. ALL NEW WIRING SHALL BE TAGGED AT ALL PULL BOXES, JUNCTION BOXES, EQUIPMENT BOXES AND CABINETS WITH APPROVED PLASTIC TAGS. ACTION CRAFT, BRADY OR APPROVED EQUAL.
- SHOULD CONTRACTOR AT ANY TIME NOTICE THAT THE ACTUAL FIELD CONDITIONS DO NOT CORRESPOND TO THE INFORMATION GIVEN ON THE DRAWINGS, THEN IT WILL BE THEIR RESPONSIBILITY TO NOTIFY THE ENGINEER FOR CLARIFICATION, PRIOR TO COMMENCING SUCH WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH ALL TRADES FOR THE EXACT LOCATION OF EQUIPMENT AND APPURTENANCES THAT REQUIRE ELECTRICAL CONNECTIONS.
- THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO WALLS CEILINGS, ETC. IN A PROFESSIONAL MANNER. SEAL ALL WALL OR CEILING OPENINGS WITH MATCHING MATERIAL. THIS SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
- INTERRUPTION OF ANY ELECTRICAL SERVICES OR SPECIAL SYSTEMS SHALL BE COORDINATED WITH THE CITY REPRESENTATIVE AT LEAST SEVEN DAYS PRIOR TO THE INTENDED OUTAGE AND SHALL BE REQUESTED IN WRITING.
- WHEREVER REQUIRED, FURNISH AND INSTALL ON WALL OR CEILING FREESTANDING UNISTRUT CHANNELS, ANGLE IRONS OR ANY OTHER SUPPORT STRUCTURE WITH THREADED ROD HANGERS AS REQUIRED FOR THE SUPPORT OF ELECTRICAL EQUIPMENT OF ANY KIND TO ENSURE PROPER INSTALLATION.
- ALL NEW WIRING SHALL BE COPPER UNLESS NOTED OTHERWISE.
- ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES SHALL BE SEALED WITH FIRE STOPPING, IE. 3M BRAND CALK, PUTTY, STRIP AND SHEET FORMS, DOW CORNERING 3-6548 SILICONE RTV FOAM
- CONDUIT SYSTEMS TO BE REUSED WHERE PRACTICAL. CONDUCTORS TO ALL NEW DEVICES SHALL BE NEW (HOME RUNS, SWITCHES, ETC.).
- AT THE CONTRACTOR'S OPTION, THE EXISTING CONDUIT MAY BE RE-USED IF INSPECTED FOR DAMAGE AND REPLACED AS NECESSARY.



**A4** POWER PLAN - BASEMENT LEVEL  
1/8" = 1'-0"

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ARCHITECT

ENGINEER

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CENTRAL AVE.  
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87102

PRELIMINARY DESIGN

PRELIMINARY DESIGN

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SHEET TITLE

BUILDING SERVICE FLOOR PLAN

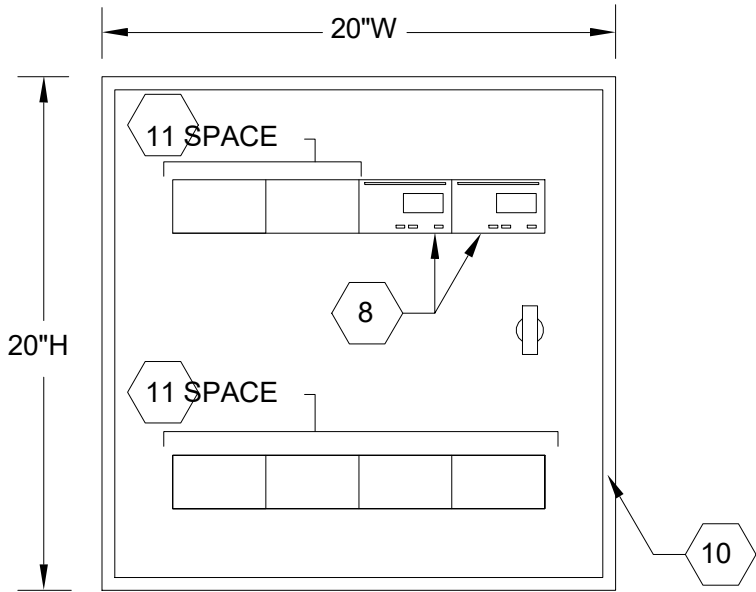
EP-100





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GROUNDING ELECTRODE CONDUCTOR SCHEDULE	
NOTE: ALL CONDUCTORS ARE COPPER.	
SIZE OF LARGEST UNGROUNDED SERVICE-ENTRANCE CONDUCTOR OR EQUIVALENT AREA FOR PARALLEL CONDUCTORS. (AWG OR KCMIL)	SIZE OF GROUNDING ELECTRODE CONDUCTOR (AWG)
<= #2	8
#1 OR 1/0	6
2/0 OR 3/0	4
OVER 3/0 THROUGH 350	2
OVER 350 THROUGH 600	1/0
OVER 600 THROUGH 1100	2/0
OVER 1100	SEE KEYED NOTE 16



C1 METER CABINET DETAIL  
NOT TO SCALE

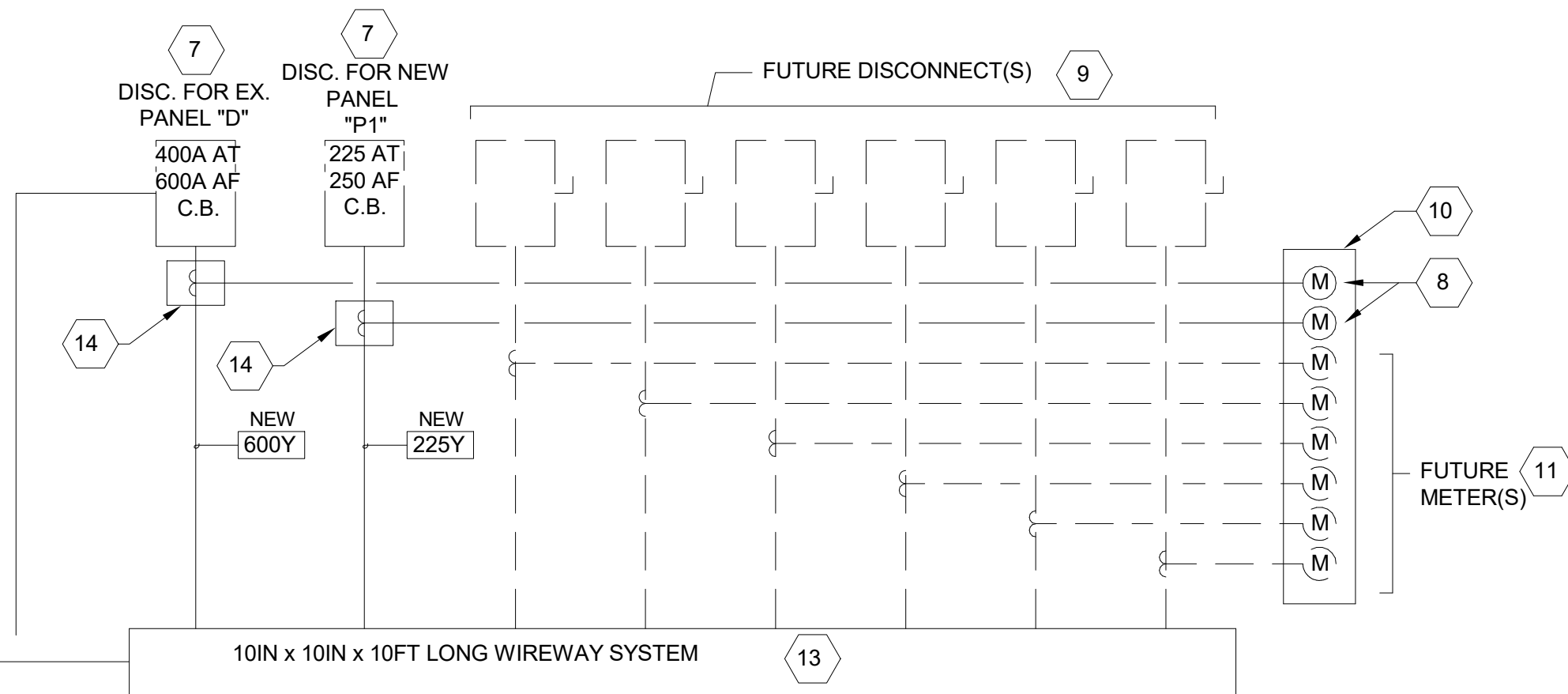
7. PROVIDE NEW MOLDED CASE CIRCUIT BREAKER WITH ELECTRONIC TRIP UNIT (LSI); SIZE AS SHOWN. WITH 100 kA INTERRUPTING RATING (MINIMUM).
8. PROVIDE NEW SQUARE D #IEM3000 SERIES ENERGY METER. COORDINATE SERIAL COMMUNICATION PROTOCOL REQUIRED WITH THE CITY OF ALBUQUERQUE.
9. SPACE FOR FUTURE DISCONNECT. PROVIDE SPACE AT WIREWAY TO ACCOMMODATE FUTURE DISCONNECTS AS NEEDED.
10. NEW MULTI-METER UNIT (MMU) ENCLOSURE. SQUARE D #MMU-1-08-02-X-2. COORDINATE INSTALLATION OF METERS IN ENCLOSURE AND BLANK OUT SPACE(S) FOR FUTURE METER(S). PROVIDE LABEL(S) ACCORDINGLY.
11. BLANK SPACE FOR FUTURE SUB-METERS. LABEL SPACES ACCORDINGLY.
12. NEW SERVICE RATED FUSIBLE DISCONNECT. PROVIDE TIME-DELAY FUSES AND ENCLOSURE (SQUARE D #H367N).
13. PROVIDE NEW WIREWAY SYSTEM; SIZE AS SHOWN. PROVIDE SPLICES AND TAPS PER ARTICLE 376 OF NFPA 70.
14. COORDINATE C.T. DONUTS INSTALLATION IN DISCONNECT ENCLOSURE. PROVIDE SEPARATE ENCLOSURE AS NEEDED FOR A COMPLETE AND FULLY FUNCTIONAL INSTALLATION. REFER TO MANUFACTURER REQUIREMENTS FOR ADDITIONAL INFORMATION.

## SHEET KEYED NOTES

1. PROVIDE A NEW GROUNDING ELECTRODE SYSTEM PER 2017 NM-NEC 250.50(1). BONDING JUMPER SIZED PER GROUNDING ELECTRODE CONDUCTOR ON THIS SHEET. PROVIDE 3/0 CONDUCTOR AND BOND EXISTING BUILDING MAIN GROUNDING ELECTRODE SYSTEM.
2. EXISTING C.T. ENCLOSURE OWNED BY PNM TO REMAIN. COORDINATE WITH PNM TIE-IN CONNECTIONS AT C.T. ENCLOSURE PRIOR TO COMMENCING ANY WORK.
3. EXISTING FEEDERS/BRANCH CIRCUITS TO REMAIN AS PRESENTLY INSTALLED.
4. EXISTING FEEDER TO BE DISCONNECTED AND REMOVED. CONTRACTOR MAY RE-USE EXISTING CONDUITS FOR NEW WIRE WHEN POSSIBLE.
5. EXISTING PULL BOX TO REMAIN AS PRESENTLY INSTALLED. RE-USE BOX TO SPLICE NEW CONDUCTORS WITH EXISTING CONDUCTORS.
6. EXISTING EQUIPMENT TO REMAIN AS PRESENTLY INSTALLED.

## GENERAL NOTES

- A. COORDINATE INSTALLATION AND REQUIREMENTS OF ELECTRICAL SERVICE WITH UTILITY COMPANY. PNM REPRESENTATIVE FOR THIS PROJECT IS TERRY SADLER (505) 252-3817.
- B. INFORMATION SHOWN IS DIAGRAMMATIC AND IS NOT INTENDED TO REPRESENT PHYSICAL ARRANGEMENTS, LOCATIONS, ROUTING OR CONNECTIONS. PHYSICAL LAYOUTS ARE TO BE PER FIELD CONDITIONS AND AS INDICATED ELSEWHERE IN THE ELECTRICAL PLANS.
- C. CONTRACTOR WILL MEGGER TEST AND TORQUE ALL PANEL FEEDERS, MEASURE RESISTANCE TO GROUND AT SERVICE GROUND AND PROVIDE WRITTEN DOCUMENTATION OF TEST RESULTS.
- D. CONTRACTOR WILL LABEL ALL DISTRIBUTION EQUIPMENT PRIOR TO FINAL OBSERVATION WALK THROUGH.
- E. PROVIDE TYPED PANEL DIRECTORIES FOR EACH PANEL.
- F. REFER TO SHEET EP101 FOR ADDITIONAL GENERAL NOTES THAT ALSO APPLY TO THIS SHEET.



FEEDER SCHEDULE				
NOTE: ALL CONDUCTORS ARE COPPER, TYPE THWN/THHN UNLESS OTHERWISE NOTED.				
DESIGNATION	CONDUCTORS	GROUND	CONDUIT	NOTES
THREE PHASE FOUR WIRE & GROUND FEEDER				
20Y	4#12	12	3/4"	
25Y	4#10	10	3/4"	
30Y	4#10	10	3/4"	
35Y	4#8	10	3/4"	
40Y	4#8	10	3/4"	
45Y	4#8	10	3/4"	
50Y	4#8	10	3/4"	
60Y	4#6	10	1"	
70Y	4#4	8	1 1/4"	
80Y	4#4	8	1 1/4"	
90Y	4#2	8	1 1/4"	
100Y	4#2	8	1 1/4"	
125Y	4#1	6	1 1/2"	
150Y	4#1/0	6	2"	
175Y	4#2/0	6	2"	
200Y	4#3/0	6	2"	
225Y	4#4/0	4	2 1/2"	
250Y	4-250 KCMIL	4	3"	
300Y	4-350 KCMIL	4	3"	
350Y	4-500 KCMIL	2	4"	
400Y	4-600 KCMIL	2	4"	
450Y	(2) 4#4/0	(2) 2	(2) 2 1/2"	
500Y	(2) 4-250 KCMIL	(2) 2	(2) 3"	
600Y	(2) 4-350 KCMIL	(2) 1	(2) 3"	
700Y	(2) 4-500 KCMIL	(2) 1	(2) 4"	
800Y	(2) 4-600 KCMIL	(2) 1/0	(2) 4"	
1000Y	(3) 4-400 KCMIL	(3) 2/0	(3) 3"	
1200Y	(3) 4-600 KCMIL	(3) 3/0	(3) 4"	
1600Y	(4) 4-600 KCMIL	(4) 4/0	(4) 4"	
2000Y	(5) 4-600 KCMIL	(5) 250 KCMIL	(5) 4"	
2500Y	(6) 4-600 KCMIL	(6) 350 KCMIL	(6) 4"	
3000Y	(8) 4-500 KCMIL	(8) 400 KCMIL	(8) 4"	
4000Y	(10) 4-600 KCMIL	(10) 500 KCMIL	(10) 4"	
5000Y	(12) 4-600 KCMIL	(12) 700 KCMIL	(12) 4"	
EQUIPMENT BONDING JUMPER FOR SEPARATELY DERIVED SYSTEMS PER NEC 250.66 (PROVIDE CONDUCTOR GROUND BELOW INSTEAD OF FEEDER GROUND FOR THREE PHASE. 4-WIRE SYSTEMS INDICATED ABOVE)				
DESIGNATION	GROUND			
20YS THRU 100YS	8			
125YS THRU 150YS	6			
175YS THRU 200YS	4			
225YS THRU 300YS	2			
350YS THRU 500YS	1/0			
600YS THRU 700YS	2/0			
800YS THRU 5000YS	3/0			

**fbt** | architects

MAIL: 6501 Americas Pkwy NE Suite 300  
Albuquerque, NM 87110

PHO: 505.883.5200  
FAX: 505.884.5390  
WEB: www.fbtarch.com

### CONSULTANT

**B** BRIDGERS & PAXTON

4600 C Montgomery Blvd. NE  
Albuquerque, NM 87109 | 505.883.4111 | www.bpcce.com

ARCHITECT

ENGINEER

## ROSENWALD BLDG

CENTRAL AVE.  
ALBUQUERQUE, NM  
87102

## PRELIMINARY DESIGN

PRELIMINARY DESIGN

MARK	DATE	DESCRIPTION
ISSUE: PRELIMINARY DESIGN		
DATE: 7/24/2020 9:05:22 AM		
PROJECT NO: -		
BIM FILE:		
DRAWN BY: Author		
CHECKED BY: Checker		

### SHEET TITLE

ELECTRICAL DIAGRAMS

E-601

A1 ONE LINE DIAGRAM - DEMOLITION  
NOT TO SCALE

A3 ONE LINE DIAGRAM - NEW WORK  
NOT TO SCALE



**Lease Attachment “D”****Rosenwald APD Rent Schedule**

<u>Rosenwald APD Rent Schedule</u>				
beginning at the certificate of occupancy date				
Year	Price PSF	Sq. Ft. Leased	Monthly Rent	Annual Rent
1	\$22.00	1,126	\$2,064.33	\$24,772
2	\$22.00	1,126	\$2,064.33	\$24,772
3	\$22.00	1,126	\$2,064.33	\$24,772
4	\$22.00	1,126	\$2,064.33	\$24,772
5	\$22.00	1,126	\$2,064.33	\$24,772
6	\$22.00	1,126	\$2,064.33	\$24,772
7	\$22.00	1,126	\$2,064.33	\$24,772
8	\$22.00	1,126	\$2,064.33	\$24,772
9	\$22.00	1,126	\$2,064.33	\$24,772
10	\$22.00		\$2,064.33	\$24,772

## Lease Attachment "D" - Page 2

		1,126		
11	\$22.00	1,126	\$2,064.33	\$24,772
12	\$22.00	1,126	\$2,064.33	\$24,772
13	\$22.00	1,126	\$2,064.33	\$24,772
14*	\$22.00	1,126	\$2,064.33	\$18,579
				<b>\$340,615</b>
* Partial year	(9 months)			

## Lease Attachment “E”

## Tenant Improvement Termination Reimbursement Schedule

Year	Reimbursement Amount*
1	\$284,000.00
2	\$235,000.00
3	\$188,000.00
4	\$141,000.00
5	\$94,000.00
6	\$47,000.00

\*With year 1 starting on certificate of occupancy and each year thereafter measured on the anniversaries thereof.

## PROMISSORY NOTE

\$340,615.00

Albuquerque, New Mexico

Date: \_\_\_\_\_, 2021

For value received, Townsite QO21, LLC, a New Mexico limited liability company ("Maker"), by and through execution of this Promissory Note ("Note") promises to pay to the order of City of Albuquerque ("Holder") at P.O. Box 1093, Albuquerque, NM 87103 (or such other place as the Holder instructs in writing), the principal sum of THREE HUNDRED FORTY THOUSAND, SIX HUNDRED FIFTEEN DOLLARS and No/100 (\$340,615.00), without interest except in case of default, which is payable as more specifically set forth herein.

Maker and Holder have entered into that certain Real Estate Purchase and Sale Agreement ("Purchase Agreement") for the purchase of Holder's interest in real property located at 320 Central Avenue NW in Albuquerque, New Mexico ("Property"), pursuant to which Agreement, Maker has requested and Holder has agreed to provide financing for the purchase of the Property. The principal of this Note shall not at any time exceed the sum of THREE HUNDRED FORTY THOUSAND, SIX HUNDRED FIFTEEN DOLLARS and No/100 (\$340,615.00).

### A. REPAYMENT OF NOTE.

Maker shall pay one hundred sixty five (165) monthly payments in the amount of TWO THOUSAND, SIXTY FOUR DOLLARS AND 33/100 (\$2,064.33) each, commencing on the date of issuance of certificate of occupancy for the Premises as defined in that certain lease between Maker (as Landlord) and Holder (as Tenant) with respect to certain leased premises used by the Albuquerque Police Department and located within the Rosenwald Building, 320 Central Ave. SW, Albuquerque, New Mexico 87102 (the "Lease") and continuing on the same day of each succeeding month for a total of thirteen (13) full years, plus an additional nine (9) monthly payments thereafter, each in the amount of TWO THOUSAND, SIXTY FOUR DOLLARS AND 33/100 (\$2,064.33), in accordance with the schedule attached hereto as **Promissory Note Exhibit A** (the "Payment Schedule"). Per agreement of Holder and Maker, Maker's monthly Note payments due hereunder shall be credited each month against, and shall reciprocally offset each month against, the periodic rent due from Holder to Maker pursuant to the Lease.

A. COMPLETE DISCHARGE.

Upon Maker's payment in full of all monies due herein, and any accrued interest, Holder will mark this note as "Paid in Full" and deliver the original hereof to Maker.

C. GENERAL TERMS AND CONDITIONS.

- (1) All capitalized terms used in this Note have the meaning provided in the Purchase Agreement unless otherwise specifically defined herein.
- (2) Maker has agreed to purchase the Property "AS IS" and all contingencies have been waived by Maker including, but not limited to title, survey, environmental and soil conditions.
- (3) No interest shall accrue or be payable on the principal balance of this Note provided that Maker is not in default on its obligations as set forth herein. If an event of default shall occur, interest shall accrue on any principal amounts outstanding and any advances as provided herein.
- (4) The entire principal balance shall become immediately due and payable upon:  
(1) the bankruptcy or reorganization of the Maker under the Bankruptcy Code or the Internal Revenue Code of 1954, as amended; or (2) the dissolution or liquidation of the Maker prior to the permitted assignment of Maker's rights and assumption of its obligations hereunder.
- (5) All cash payments hereunder shall be payable in lawful money of the United States, which shall be legal tender for public and private debts at the time of payment, at the office of the City Treasurer, or at such other place as the Holder hereof may from time to time give notice in writing to the Maker.
- (6) Prepayments of all or any part of the principal balance of this Note may be made at any time and from time to time by Maker. No premium or penalty shall be charged in connection with such prepayment.
- (7) This Note is secured by a Mortgage and Security Agreement ("Mortgage") of even date herewith granted by the Maker to the Holder, conveying a mortgage and security interest in the Property, which Mortgage is to be filed for record in the Office of the Clerk of Bernalillo County, New Mexico.
- (8) All provisions of the Mortgage are incorporated herein by reference including, but not limited to, the following definitions of default:



- (i) failure to pay any installment of principal in the manner provided in this Note within fifteen (15) days after receipt of written request for payment; or
  - (ii) failure to cure any default of any mortgage loan to which the Mortgage is subordinate; or
  - (iii) failure to cure any of the terms of the Purchase Agreement; or
  - (v) failure to cure any of the terms of the Lease; or
  - (vi) Maker sells or conveys the Property, or any component thereof, to a third party who does not agree in writing, in an instrument approved by Holder, to assume all the obligations of Maker, its successors and assigns under the Purchase Agreement, this Note, and the Mortgage; or
  - (vi) default in the performance of any of the other covenants contained in this Note or in the Mortgage.
- (9) Maker waives presentment for payment, protest notice of protest and notice of dishonor.
- (10) Maker consents to any number of renewals or extensions of the time of payment hereof. Any such renewals or extensions may be made without notice to Maker and without affecting its liability.
- (11) Failure to accelerate the indebtedness evidenced hereby by reason of default in the payment of an installment of principal, interest, or principal and interest, or the acceptance of a past due installment of the same, shall not be construed as a novation of this Note or as a waiver of the right of the Holder to thereafter insist upon strict compliance with the terms of this Note without previous notice of such intention being given to the Maker.
- (12) This Note shall not be changed orally, but only by a written agreement signed by both Holder and Maker.
- (13) As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective successors, legal representatives and assigns, whether voluntary by action of the parties or involuntary by operation of law.
- (14) This Note shall be construed according to the laws of the State of New Mexico.

- (15) Any and all references in this Note to any other document or documents shall be references to such document or documents as the same may from time to time be modified, amended, renewed, consolidated or extended.
- (16) Notwithstanding anything to the contrary herein, no interest shall be payable hereunder in excess of that which may be legally collected under the laws of the State of New Mexico.
- (17) The representative of Maker subscribing below represents that he has full power, authority and legal right to execute and deliver this Note and that the debt evidenced hereby constitutes a valid and binding obligation of Maker.
- (18) This Note is executed in Albuquerque, New Mexico, on the \_\_\_\_ day of \_\_\_\_\_, 2021.

TOWNSITE QO21, LLC

By: \_\_\_\_\_  
Edward T. Garcia, Managing Member  
P.O. Box 26207  
Albuquerque, NM 87125-6207

# PROMISSORY NOTE EXHIBIT A

## PAYMENT SCHEDULE

(Note Payments Correspond with Rosenwald APD Rent Schedule)

<u>Rosenwald APD Rent Schedule</u>				
beginning at the certificate of occupancy date				
Year	Price PSF	Sq. Ft. Leased	Monthly Rent	Annual Rent
1	\$22.00	1,126	\$2,064.33	\$24,772
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14*	\$22.00	1,126	\$2,064.33	\$18,579
				<b>\$340,615</b>
* Partial year	(9 months)			