

# City of Albuquerque

## Request for Proposals

Solicitation Number: RFP 01-2011

De Anza Motor Lodge  
4301 Central Avenue NE  
Albuquerque, NM 87108



Issuance Date: February 28, 2011

Due Date: April 11, 2011, 2011 NLT 4:00 p.m. (Local Time)

The time and date proposals are due shall be strictly observed.

Pre-proposal Conference: March 15<sup>th</sup> at property at 9am

Metropolitan Redevelopment Agency  
Planning Department

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**REQUEST FOR PROPOSALS FOR AVAILABLE PROPERTY:  
DE ANZA MOTOR LODGE  
4301 CENTRAL AVE. NE  
Albuquerque NM 87108**

PROJECT OVERVIEW

The City designated the Central/Highland/Upper Nob Hill Metropolitan Redevelopment Area in 2002 (R-02-72) and adopted a Metropolitan Redevelopment Plan in 2003, revised in 2005. The goal of the Redevelopment Plan is to create a neighborhood that is both identifiable for its unique U.S. Route 66 character and is a livable, walkable, vibrant, commercial and residential part of Albuquerque.

A key recommendation of the Plan is to preserve existing historic buildings and encourage economically viable redevelopment for new uses. The De Anza Motor Lodge was identified as a "catalytic project" with a high potential to contribute to the revitalization of the Plan area. The Plan also identifies public/private partnerships as the most likely vehicle for redevelopment opportunities to occur in the Central/Highland/Upper Nob Hill area.

In a continuing effort to meet the goals of the Redevelopment Plan and to further the goal of creating healthy economic environments and the generation of new private investments that increase job opportunities as well as land values, the Metropolitan Redevelopment Agency (MRA) is seeking a partnership for the redevelopment of the historic De Anza Motor Lodge. In addition to being economically feasible, proposed uses should complement the neighborhood, further the goals of applicable adopted Plans and Policies for the neighborhood, and reflect the property's historic character and association with U.S. Route 66 history.

SITE OFFERING SUMMARY

**Ownership** The parcel is owned by the City of Albuquerque.

**Location, Legal Description and Size** The parcel is shown on the map attached hereto as Appendix 1. The property is located on the Northwest corner of Washington Street and Central Avenue, encompassing all of Block number 4 & the alley running through Block 4 of the Mesa Grande Addition, Section 23, T 10 N, R 3 E, NMPM, City of Albuquerque, Bernalillo County, New Mexico. The site totals approximately 89,597 SF (2.056 acres) and is bordered by four (4) streets. The property has approximately 229 feet of frontage along Central Ave.

**Zoning** is CCR-2, Community Commercial/Residential that allows uses similar to the R-3 zone for residential uses and the C-2 zone for commercial uses. (Appendix B)

**General Conditions** The subject property is a vacant, 85-unit limited service lodging facility. The existing 8 one-story and two-story buildings contain a total of approximately 36,718 square feet. The construction is both wood frame and concrete masonry walls with stucco finish, wood or steel bar joist roof framing, concrete foundations, and flat built-up roofs. Other improvements include a former coffee shop, manager's office and living unit and a

swimming pool. The motor lodge was originally built in 1939 and was later expanded and remodeled. The property is vacant and is currently secured by the City.

**Special Conditions** The subject property is listed on the New Mexico State Register of Cultural Properties and the National Register of Historic Places. The Agency anticipates that the equity provided by associated investment tax credits will be utilized by the developer, and if not, the Agency will require that the successful redevelopment proposal substantially reflect *The Secretary of the Interior's Standards for Rehabilitation* and the City's historic preservation goals.

Building A on the property as shown on Appendix A includes a basement room with painted murals of historic and cultural significance. They were painted by Zuni artist Tony Edaakie, Jr., directly on the basement walls. The murals are to be conserved by the City.

The City, desires to develop a small museum/visitor center on-site. The museum will feature the murals as an exhibit but be located elsewhere on-site. The museum would be designed by professionals hired by the City and operated by a private non-profit organization. The preferred location is the former Turquoise Coffee Shop and adjacent areas in the west wing of the motor lodge. The approximate size desired is 2,500 square feet, not including the basement conference room.

Museum programming and design is to be funded with financial assistance from the Federal Highway Administration via the NM Department of Transportation. This and other State and Federal assistance on the De Anza property requires compliance with the applicable rules for historic preservation, owing to the historic status of the property.

**Land sale price and terms** The property is offered for sale however; leasing and alternative financing structures will be considered. There is no minimum purchase price set by the Agency. The City purchased this parcel for \$891,000 in 2003, and has incurred additional costs to secure and maintain the property. The price and/or terms of payment by the Developer are negotiable. The property is offered by the City to be sold "AS IS". An Alta survey is appended and Title Insurance will be provided at closing. The City warrants that the parcel will not be in violation of any Federal, State or Local law concerning the environmental conditions at the time of closing. The City makes no other warranties. Closing shall occur after the developer is selected by the City and under the terms and according to the Development Agreement.

Upon execution of a Development Agreement between the offeror and the City, an amount equal to the greater of \$10,000.00 or 10% of the purchase price will be deposited in the form of a certified or a cashier's check made payable to the City which will be placed in an interest bearing account at a Title Company. The deposit and interest shall be applied to the purchase price of the property, subject to the terms of the Development Agreement. Upon execution of a Development Agreement between the offeror and the City of Albuquerque, construction must begin within one year.

#### PROJECT ASSISTANCE AND INCENTIVES

**Cost of the parcel** The negotiable sales price and terms and conditions of payment on the property will be considered.

**Investment tax credits** Both Federal and State tax credits are available for qualified rehabilitation of registered historic buildings. These financial programs are administered through the State of New Mexico Historic Preservation Division and rehabilitation must follow *The Secretary of the Interior's Standards for Rehabilitation* (Appendix D). [www.nmhistoricpreservation.org/PROGRAMS](http://www.nmhistoricpreservation.org/PROGRAMS)

**Assistance with City Development Process** Upon selection of the development team, MRA will assist the developer by co-sponsoring any associated land use approvals necessary to accomplish the project. Services would include advice and assistance with zoning review, site plan or subdivision approvals, plan check and building permits, expediting when possible. The developer will be responsible for the preparation of all documentation to obtain any associated approvals or/and permits required to complete the development.

**Public funding sources** See pages 15 through 20 of the Redevelopment Plan. Cited sources are not exhaustive and it should not be assumed that any or all of the sources can be applied simultaneously to the redevelopment. Listed incentives are subject to possible future amendments to applicable local, state and federal laws, regulations and policies that govern those incentive programs.

#### PRE-PROPOSAL CONFERENCE

A pre-proposal conference is to be held on *March 15th* at 9am at the project site, located at 4301 Central Avenue NE, Albuquerque, New Mexico 87108.

#### REDEVELOPMENT AREA AND PROJECT OBJECTIVES

Although not mandatory, the optimal proposal would pursue mixed-uses and City of Albuquerque Green Path Standards. If project includes market rate housing, 10% of the units are to be affordable units.

The optimal project would preserve not only the Zuni ceremonial procession murals and the basement room containing them and the De Anza Motor Lodge sign at the Central Avenue frontage, but other character defining features of the historic property. Such features include the existing buildings in the complex (may be modified or connected), the mix of one and multi-story massing that evokes Pueblo architecture, the automobile court space between the buildings and its openness to Central Avenue and the pattern and proportion of openings in exterior walls.

#### APPLICABLE CITY PLANS AND POLICIES

Available online at: <http://www.cabq.gov/planning/publications/> or printed copies may be purchased at City Planning, 600 2<sup>nd</sup> St. NW Albuquerque NM 87102. West side - first floor.

**Albuquerque-Bernalillo County Comprehensive Plan of 1988, amended 2003** sets out goals and policies concerning land use, environmental protection and heritage conservation. The property is located in the area designated Established Urban by the Comprehensive Plan with the goal to "create a quality urban environment which perpetuates the tradition of identifiable, individual, but integrated communities within the metropolitan area and which

offers variety and maximum choice in housing, transportation, work areas, and life styles, while creating a visually pleasing built environment.” Applicable Established Urban Area policies include:

- “The location, intensity, and design of new development shall respect existing neighborhood values, natural environmental conditions and carrying capacities, scenic resources, and resources of other social, cultural, and recreational concern.”
- “Quality and innovation in design shall be encouraged in all new development; design shall be encouraged which is appropriate to the Plan area.”
- “Redevelopment and rehabilitation of older neighborhoods in the Established Urban Area shall be continued and expanded.”

The City adopted the **Central/Highland/Upper Nob Hill Metropolitan Redevelopment Plan** in 2005. The goal of the Plan is to create a neighborhood that is both identifiable for its unique U.S. Route 66 character and is a livable, walkable, vibrant commercial and residential part of Albuquerque. A key recommendation of the Plan is to preserve existing historic buildings and encourage redevelopment for appropriate new uses. Mixed uses are encouraged by the Plan. The De Anza Motor Lodge is identified in the Plan for redevelopment and the stated objectives are:

- Develop a market study of possible reuse options that are financially feasible. (Completed see below).
- The City will purchase the property in order to create some incentive for private redevelopment (Completed).
- Preserve a historic motel that illustrates the history of Route 66 and contributes to neighborhood sense of place.
- Create a successful node of activity that will stimulate redevelopment in the surrounding area.
- The Planning Department will prepare and the Administration will bring forward an application to make the De Anza Motor Lodge a City Landmark. (No action at this time)

The City adopted the **Nob Hill/Highland Sector Development Plan** in 2007, incorporating elements of the Metropolitan Redevelopment Plan. The Sector Plan establishes zoning, building standards and other general development regulations. A key recommendation of the Plan is to preserve existing historic buildings and encourage redevelopment for appropriate new uses. Pedestrian oriented development and mixed uses are encouraged by the Plan. Appropriate uses might include hotel, residential, retail, office or other uses that would contribute to the economic development of the plan area.

**Other relevant resources** available online at <http://www.cabq.gov/planning/amra/rfp.html>

***The Historic Significance and Possible Uses for the De Anza Motor Lodge as it relates to the Highland/Nob Hill Redevelopment Area.*** A market analysis and re-use study prepared for the Agency by Todd Clarke CCIM, Housing Resources Ltd. March 2003 updated January 2004.

*Although this document contains dated market information, it also contains useful background information. The City makes no warranties as to the accuracy of financial information*

***Nomination for the National Register of Historic Places for the De Anza Motor Lodge***

## DEVELOPER SUBMITTAL

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All responses to this Request for Proposals must include the following information describing the Developer:

**Identification of Development Entity** The Agency will accept responses from entities or a combination of entities including, but not limited to, private corporations, for-profit developers, non-profit developers and private individuals. Joint ventures or partnerships formed for the purpose of strengthening team qualifications are acceptable. Legal and financial development entities formed for the development will provide a description of their legal and financial responsibilities and liabilities as a part of the submittal package.

**Identification of Developers and Associates** The response to this RFP shall include the following information with respect to the Developer and, if applicable, associate members of the team:

1. Name, address, telephone, email and fax number of the development entity. Responses shall identify a specific contact person(s).
2. Identification and organization of development entity (individual, company, corporation, partnership, joint venture, etc.).
3. Identification of principals of the development organization (e.g. corporate officers, principal stockholders, general and limited partners) and manager responsible for the project.
4. Indicate any relationship the development entity may have with a parent corporation, subsidiaries, joint ventures, or other entities.
5. Development team should include an architect. Include the architect's resume with a list of relevant projects, particularly with historic properties.
6. Identification of the roles and expertise of the Developer, or if applicable, the development team. For example, identify the architectural firm, principal associates or consultants working with the development team on the project.
7. If the developer has any ownership interest in the Central/ Highland/Upper Nob Hill Metropolitan Development Area, the proposal should include detailed information on the nature and type of those property ownership interests.

**Development Proposal** The following items need to be specifically addressed:

1. Include a conceptual site plan showing existing and proposed land uses, square footage, building location, landscaping, curb cuts, sidewalks, lighting, appropriate setbacks, screening and dimensions. Representative color elevation showing the entire street frontage along Central Avenue for the proposed Site is required. Floor plans are optional.
2. Indicate any challenges related to compliance with the City's CCR2 zoning code.
3. Identify any green building design elements to be used, including all sustainability factors that are to be incorporated into the completed project.
4. Include a separate narrative section of no more than a page in length that describes why the development team believed their concept is economically viable.
5. If market rate housing is proposed, provide an affordability analysis for both ownership and/or rental units.

6. Address conditions of participation with the City and the non-profit organization on a museum/visitor center component.
7. Describe how the project will incorporate the Secretary of the Interior's Standards for Rehabilitation of historic properties.

**Financial Capability** The response to this RFP shall include the following information with respect to the Developer and associate members of the team:

1. Clearly identify the price being offered to the Agency for the Site.
2. A full, detailed description of the proposed financing structure for the project. Identify source(s) of equity and sources of construction and permanent financing.
3. A five-year financial proforma that includes specific land purchase price offers. The pro forma should include costs, expected income, proposed funding sources and the developer's expected profit or return.
4. A current balance sheet and income statement for the entity that will be liable for the development must be submitted and signed by officers or individuals responsible. All individuals owning more than a 10% share of the development entity must also submit a Personal Financial Statement.
5. Supporting Lender's Commitment Letters from participating financial institutions should also be included. Names, addresses and telephone numbers of banks, financial and lending institutions and individuals who have provided financial assistance to the Offeror or Team Members or who have participated financially in any of the Offeror's or team members projects during the last five years and/or other pertinent documentation or evidence of financial capacity and ability to provide guarantees required during the development process may be provided.
6. Provide tenant commitment letters, if applicable.
7. Financial history and current net worth of the developer and any partners involved with the project and any conflicts thereof. (Appendix D)

*Every effort will be made by the Agency for the confidentiality of the above information, however; if a Request for Public Records is received, the Agency will comply.*

**Format** Submittals shall be 8 1/2" x 11" in size. Illustrations, graphs, charts and renderings size shall not be larger than 11" x 17". Color prints are acceptable.

**Quantity** Ten (10) copies of the Submittal are required; one copy should be unbound and suitable for reproduction. Only copies of the proposal are to be submitted; fax copies, computer discs and emails will not be accepted.

#### EVALUATION AND SELECTION PROCESS

The process to find the most qualified and compatible developer will be a two-phase process. Agency staff, working together with a citizen's advisory group, will review all proposals and provide a recommendation to the Albuquerque Development Commission (ADC). The ADC, the official governing body of the MRA, will make the final selection of a developer(s) for the Parcel. The City may request supplemental information during the selection process. A short list of the most qualified development groups will be notified and given an opportunity to present their proposals to the ADC. Upon acceptance of a proposal by the ADC, MRA will begin negotiations with the successful offeror.



All proposals will be evaluated and ranked based on the following:

- 1. The Overall Plan;** an assessment of the project will consider the positive net effect of the project on the area and how well it addresses the goals of the Highland Central MRA Plan and the Nob Hill/Highland Sector Development Plan. The overall plan should address how the entity will cooperate with the non-profit organization in the development of the Route 66 museum/visitors center. (25 points)
- 2. Offered price for the property;** the proposal shall be dated and signed by an authorized representative of the development entity. (1 point for every \$50,000 increment – up to a maximum of 20 points).
- 3. Project design** and architectural compatibility with the historic property. (15 points)
- 4. Financial feasibility of the proposal.** (20 points)
- 5. Strength of development team;** the evaluation will include factors such as the offeror's performance in similar types of development, and the capacities of other Team Members including subcontractors who may play a role in implementing the proposed project. Factors will include **evidence of financial ability to develop the project;** demonstrated experience in development and/or management of similar projects; demonstrated ability to plan and construct development projects in a timely fashion; and a demonstrated ability to maintain real property and to adhere to applicable codes and ordinances. Also include any information regarding the team's familiarity with or understanding of the neighborhood (20 points)

**Award** Acceptance of proposal occurs when negotiations between the Agency and the Developer are completed and a Development Agreement, Purchase Agreement or other legal agreement with the City is final. A recommendation of award does not constitute a contract.

#### DEADLINE AND DELIVERY

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**Receipt of Proposals** The deadline for receipt of proposals is April 11, 2011 at 4:00 p.m. The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office. The Agency reserves the right to extend the proposal deadline.

Offers and subsequent modifications are to be enclosed in sealed envelopes and labeled to the attention of the

City of Albuquerque  
Metropolitan Redevelopment Agency  
Planning Department

**Proposals are to be shipped or hand delivered to:** Office of the City Clerk, City County Government Center, Basement level, One Civic Plaza NW, Albuquerque New Mexico 87102

Mail sealed responses to: Office of the City Clerk, P O Box 1293, Albuquerque NM 87103

*Note: The City picks up mail at the post office only once per day typically at 7:00 a.m. local time. The City shall not be responsible for the failure of mailed offers to be received by the Office of the City Clerk by the deadline for submittal.*

**Rejection and Waiver** At its sole discretion, the Agency may reject incomplete submittals if, in its judgment, the submittal lacks information adequate to allow for the effective evaluation of the submittal.

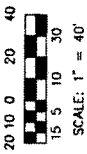
The Agency reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received. Nothing in this request for proposals implies a contractual obligation with any firm, nor will the City reimburse costs for submittal requirements.

**Inquiries** For further information about this RFP contact: *Ben Ortega at 924-3844.*

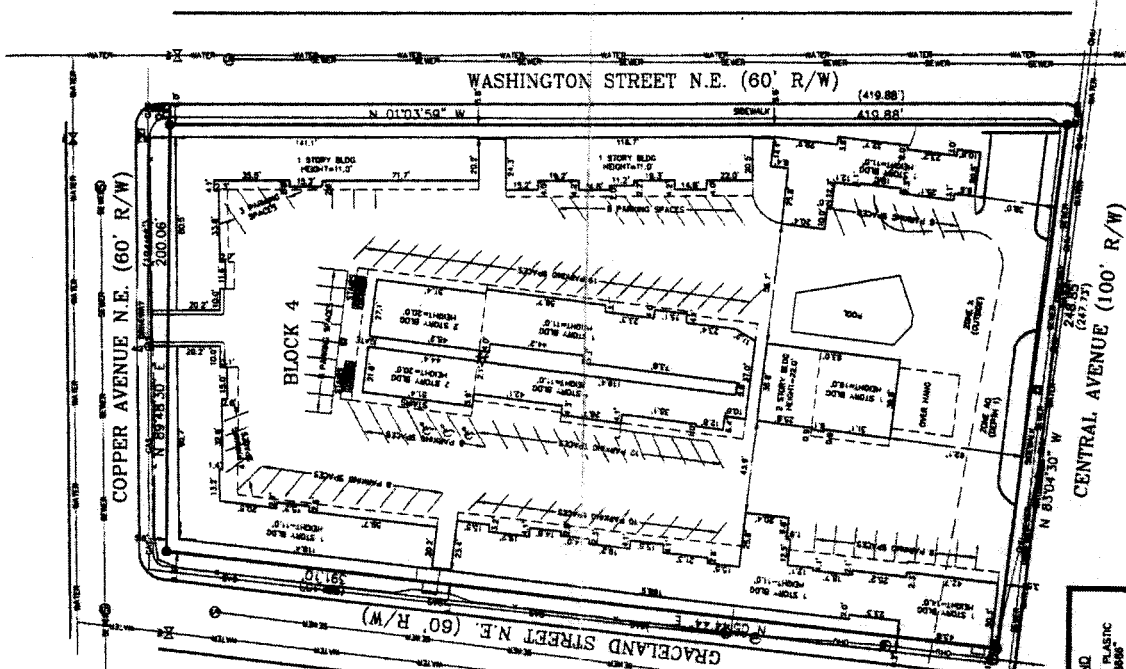
**Exhibit A.**

**ALTA Survey**

**A.L.T.A./A.C.S.M. LAND TITLE SURVEY**  
**ALL OF BLOCK 4 &**  
**THE ALLEY RUNNING THROUGH BLOCK 4**  
**MESA GRANDE ADDITION**  
**SECTION 23, T. 10 N., R. 3 E., N.M.P.M.**  
**CITY OF ALBUQUERQUE**  
**BERNALILLO COUNTY, NEW MEXICO**  
**JUNE 2003**



PROJECT NO. 00080315  
 DRAWN BY PDS  
 ZONE ATLAS K-17-Z  
 CANTALCORS



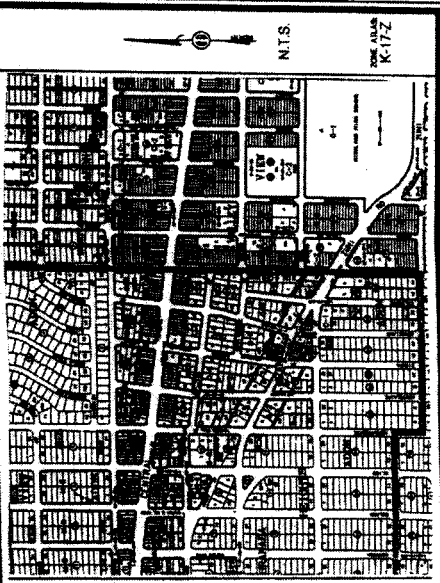
**SYMBOLS LEGEND**

[Symbol]	TRAFFIC SIGNAL BOX
[Symbol]	TRAFFIC SIGNAL
[Symbol]	LIGHT POLE
[Symbol]	POWER POLE
[Symbol]	OVERHEAD UTILITY LINE
[Symbol]	UNDERGROUND GAS LINE
[Symbol]	UNDERGROUND SEWER LINE
[Symbol]	UNDERGROUND WATER LINE
[Symbol]	ANCHOR
[Symbol]	SEWER MANHOLE
[Symbol]	TELEPHONE MANHOLE
[Symbol]	WATER METER
[Symbol]	WATER VALVE
[Symbol]	FIBER OPTIC BOX
[Symbol]	DROP INLET
[Symbol]	BLOCK WALL
[Symbol]	FENCE

**MONUMENT LEGEND**

- SET 1/2" BEARING 1/4" O.D. PLASTIC CAP MARKERS 1/4" DIA. UNLESS OTHERWISE NOTED

UTILITY INFORMATION SHOWN HEREIN PER FIELD INSPECTION AND CITY OF ALBUQUERQUE UTILITY RECORDS. ACTUAL LOCATIONS SHOULD BE FURTHER VERIFIED BY THE SURVEYOR PRIOR TO ANY CONSTRUCTION AND ANY DISCREPANCIES REPORTED TO THE SURVEYOR.



**Vicinity Map**

**LEGAL DESCRIPTION**  
 All of Block numbered Four (4) of MESA GRANDE ADDITION to the City of Albuquerque, according to the Plat of Block numbered Four (4) of MESA GRANDE ADDITION to the City of Albuquerque, New Mexico, recorded in Volume C2, Page 27, and bounded on the North by the South line of Lots 4 and 14 of said Block 4 and bounded on the South by Lots 5 to 13 of said Block 4.

- NOTES**
1. Basis of bearings Mesa Grande Addition filed July 18, 1931 in Volume C2, folio 27.
  2. Bearings and distances in ( ) parentheses where record data differ from field data.
  3. Property lies within Flood Zone X, designating areas of 500-year flood; areas of 100-year flood with average depth of 1 foot; or with drainage areas less than 1 square mile, and areas protected by levees from flood, according to the Flood Insurance Rate Map of Bernalillo County and Incorporated Areas per Panel No. 50001C0263 D, effective date September 20, 1986.
  4. Property is identified by UPC #: 1-017-087-268-241-34802.
  5. Documents used in preparation of survey:
    - a. said Mesa Grande Addition filed July 18, 1931 in Volume C2, folio 27.
    - b. Fidelity National Title commitment No. 06-1018664-B-V6, April 28, 2003.

**SURVEYOR'S CERTIFICATE**

I, Gary E. Grillo, licensed under the laws of the State of New Mexico, do hereby certify to, Fidelity National Title Company, Fidelity National Title Insurance Company, City of Albuquerque, A New Mexico Member Corporation, Kemer Investments, Inc., a New Mexico corporation, as provided in the Title Binder No. 06-1018664-B-V6, April 28, 2003. This is to certify that the survey was made on the premises on which it is based and was made in accordance with the Surveying Laws of New Mexico and in accordance with the Minimum Standard Detail Minimum Specifications for ALTA/ACSM Land Surveys, jointly established and adopted by ALTA and ACSM in 1998, and includes Items 1, 2, 3, 4, 6, 7(a), 8, 9, 10, 11(b), of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect in the date of this certification, undersigned further certifies that the Positional Uncertainty resulting from the survey measurements made on the survey do not exceed the allowable Positional Uncertainty.

GARY E. GRILLO, SURV. # 8686  
 Gary E. Grillo  
 June 3, 2003  
 DATE

**SURVEYS SOUTHWEST, LTD.**  
 333 LOMAS BLVD., N.E.  
 ALBUQUERQUE, NEW MEXICO  
 87102  
 PHONE: (505) 998-0303  
 FAX: (505) 998-0306

**T10N R3E SEC. 23**

## **Exhibit B.**

### **Nob Hill Highland Sector Plan**

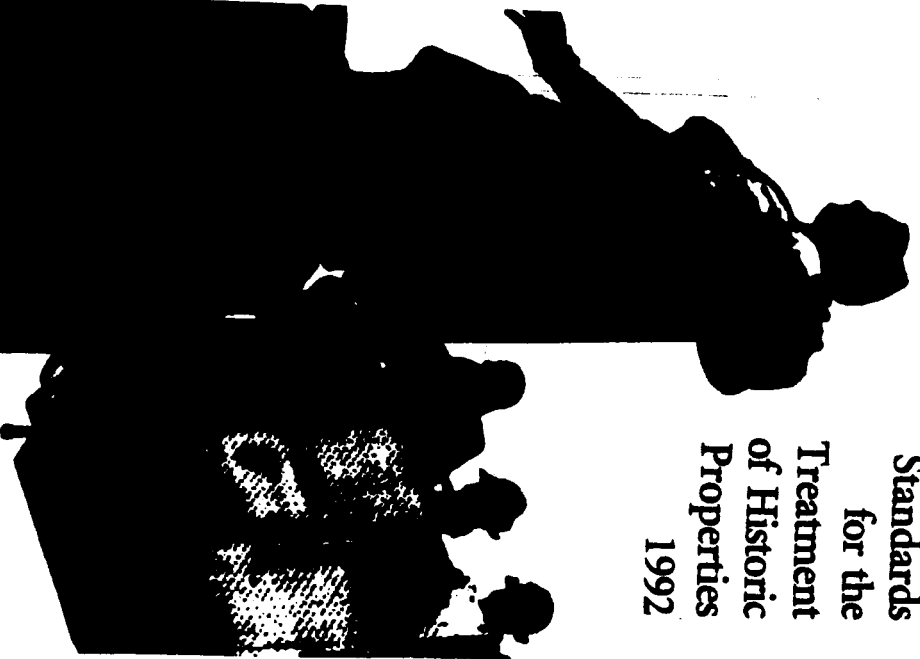
**(Can be found online City of Albuquerque Planning Department Web-site under  
“Department Publication/Documents”**

**<http://www.cabq.gov/planning/publications/>**

**Exhibit C.**

**Secretary of the Interior's Standards for  
Rehabilitation**

# The Secretary of the Interior's Standards for the Treatment of Historic Properties 1992



## TREATMENTS

There are Standards for four distinct, but inter-related, approaches to the treatment of historic properties — Preservation, Rehabilitation, Restoration, and Reconstruction. Preservation focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time. (Protection and Stabilization have now been consolidated under this treatment.) Rehabilitation acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character. Restoration is undertaken to depict a property at a particular period of

*OVER.*

time in its history, while removing evidence of other periods. Reconstruction re-creates vanished or non-surviving portions of a property for interpretive purposes.

In summary, the simplification and sharpened focus of these revised sets of treatment Standards is intended to assist users in making sound historic preservation decisions. Choosing an appropriate treatment for a historic property, whether preservation, rehabilitation, restoration, or reconstruction is critical. This choice always depends on a variety of factors, including the property's historical significance, physical condition, proposed use, and intended interpretation.



Alamo Square Historic District, San Francisco, California. Photo: Charles A. Birnbaum.

## REHABILITATION

is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

### STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use.

Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.

4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match

### REHABILITATION AS A TREATMENT.

When repair and replacement of deteriorated features are necessary, when alterations or additions to the property are planned for a new or continued use, and when its depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment.

Prior to undertaking work, a documentation plan for Rehabilitation should be developed.

the old in design, color, texture, and, where possible, materials.

Replacement of missing features shall be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible.

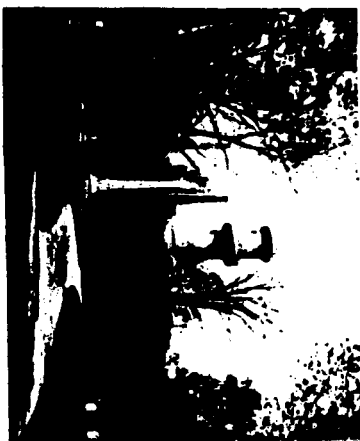
Treatments that cause damage to historic materials shall not be used.

8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The Secretary of the Interior is responsible for establishing professional standards and providing advice on the preservation and protection of all cultural resources listed on or eligible for the National Register of Historic Places.



Mt. Auburn Cemetery, Cambridge, Massachusetts.

Photo: Charles A. Berubeaux.

The Secretary of the Interior's Standards for the Treatment of Historic Properties, initially developed in 1975 and revised in 1983 and 1992, are intended to be applied to a wide variety of resource types, including buildings, sites, structures, objects, and districts. The Standards are not codified as program regulations and may be used as a guide by anyone planning work on historic properties. Note: this 1992 revision of the Standards replaces the Federal Register Notice, Vol. 48, N. 190, September, 1983.

A slightly modified version of the Standards for Rehabilitation was codified in 36 CFR 67, and focuses on "certified historic structures" as defined by the IRS Code of 1986. These regulations are used in the Preservation Tax Incentives program. The 1992 Standards in this leaflet do not replace the Tax Incentives regulations; 37 CFR 67 should continue to be used when property owners are seeking certification for Federal tax benefits.



**Exhibit D.**

**Certification and Disclosure documents**

Developer \_\_\_\_\_ Parcel \_\_\_\_\_ Date \_\_\_\_\_

**DEVELOPER'S STATEMENT  
OF FINANCIAL CAPABILITY**

1. Name of Developer: \_\_\_\_\_

Address of Developer: \_\_\_\_\_  
\_\_\_\_\_

2. The financial condition of the Developer, as of \_\_\_\_\_, 20 \_\_, is as reflected in the attached financial statement.

**Note:** Include the most current financial statements (Income Statement & Balance Sheet) showing the assets and the liabilities and net worth, including contingent liabilities, fully itemized in accordance with accepted accounting standards. If the date of the financial statement precedes the date of this submission by more than six (6) months, attach an interim balance sheet not more than sixty (60) days old. If Developer has an audited financial statement, include report for the most recent year.

\_\_\_\_\_  
\_\_\_\_\_

3. If funds for the development of the land are to be obtained from sources other than the Developer's own funds, provide statement of the Developer's plan for financing the acquisition and development of the land, indicating a proposed source and amount of equity investment, proposed source of debt financing, and evidence of ability to obtain financing. The demonstrated ability to raise the entire of needed capital for the project will be key selection criteria.

4. Sources and amount of cash available to Developer to meet equity requirement of the proposed undertaking:

In Banks: \_\_\_\_\_

Name and Address of Bank: \_\_\_\_\_  
\_\_\_\_\_

Amount: \_\_\_\_\_

By investment from affiliated or associated corporations or firms:

Name and address of Source: \_\_\_\_\_  
\_\_\_\_\_

Amount: \_\_\_\_\_

By sale of readily saleable assets:

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Market Value: \_\_\_\_\_

Mortgages or Liens: \_\_\_\_\_

Developer \_\_\_\_\_ Parcel \_\_\_\_\_ Date \_\_\_\_\_

5. Name and address of bank and financial institution references: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Has the Developer or the parent corporation, or any subsidiary or affiliated corporation, if any, of the Developer or said parent corporation, or any of the Developer's officers or principal members, shareholders or investors, or other interested parties (referred to herein as "Principals of the Developer"), been adjudged bankrupt, either voluntary, within the past 10 years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give date, place and under what name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

I (We)\* \_\_\_\_\_, certify that this Confidential "Statement of Financial Capability" and the attached evidence of the Developer's financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\* If Developer is a corporation, this Statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president or secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Developer.

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_,  
20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
(Corporation/Partnership) on behalf of the (Corporation/Partnership).

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

**My Commission Expires:**  
\_\_\_\_\_

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNAILLO )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_,  
20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
(Corporation/Partnership) on behalf of the (Corporation/Partnership).

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

**My Commission Expires:**  
\_\_\_\_\_

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_,  
20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
(Corporation/Partnership) on behalf of the (Corporation/Partnership).

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

**My commission Expires:**  
\_\_\_\_\_

Developer \_\_\_\_\_ Parcel \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF ALBUQUERQUE  
DISCLOSURE STATEMENT**

Any person submitting a development proposal must truthfully complete this statement and submit it prior to being formally designated for any project.

1. Do any of the principals owe the City of Albuquerque any moneys for incurred real estate taxes, rent, water and sewer charges or other indebtedness?  
\_\_\_\_\_
2. Are any of the principals employed by the City of Albuquerque? If so, in what capacity. (Please include name of agency or department and position held in that agency or department).  
\_\_\_\_\_
3. Have any of the principals previously owned any property upon which the City of Albuquerque foreclosed for his/her failure to pay real estate taxes or other indebtedness?  
\_\_\_\_\_
4. Have any of the principals been convicted of violating any law, code, or statute within the last three (3) years?  
\_\_\_\_\_
5. Are any of the principals a member of or related to a member of any City of Albuquerque board, commission or council? If so, in what capacity (please include name of board, commission, or council).  
\_\_\_\_\_

**SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS \_\_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**DEVELOPER'S NAME      DEVELOPER'S NAME      DEVELOPER'S NAME**

\_\_\_\_\_  
**SIGNATURE                      SIGNATURE                      SIGNATURE**

\_\_\_\_\_  
**ADDRESS                              ADDRESS                              ADDRESS**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
(Corporation/Partnership) on behalf of the (Corporation/Partnership).

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

**My Commission Expires:**  
\_\_\_\_\_

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNAILLO )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
(Corporation/Partnership) on behalf of the (Corporation/Partnership).

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

**My Commission Expires:**  
\_\_\_\_\_

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
(Corporation/Partnership) on behalf of the (Corporation/Partnership).

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

**My commission Expires:**  
\_\_\_\_\_

**Exhibit E.**

**Sample Development Agreement**

## **SAMPLE AGREEMENT**

**This sample agreement is intended to illustrate the type of agreement a potential developer would be expected to enter into, and nothing stated in this sample Agreement is meant to change any terms of the RFP or be binding on the City in any way. A developer will be expected to negotiate a development agreement in good faith with the City and the resulting development agreement may be substantially different from this sample Agreement.**

### DE ANZA MOTOR LODGE DEVELOPMENT AGREEMENT

THIS DE ANZA MOTOR LODGE DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between “\_\_\_\_\_” or (“DEVELOPER”), and THE CITY OF ALBUQUERQUE, a New Mexico municipal corporation (the “CITY”). \_\_\_\_\_, or the Developer, and the City are jointly referred to as the “PARTIES”.

#### RECITALS:

- A. Whereas, the City is the owner of real property located within the City, Bernalillo County, New Mexico at the Northwest corner of Washington Street and Central Avenue (to be referred to as the “DE ANZA MOTOR LODGE PROPERTY” or the “ DE ANZA PROPERTY” or “THE PROPERTY”) and more particularly described on Exhibit “A” (the “Legal Description of the Property”). The City purchased the Property for \$891,000.00. The De Anza Motor Lodge Property is zoned SU-2 Special Neighborhood Zone – CCR/2 (Community Commercial Residential);
- B. Whereas, De Anza Motor Lodge is listed in the New Mexico Register of Cultural Properties and the National Register of Historic Places. The Property warrants registration for its relationship to the growth of travel on US Route 66, its association with C.G. Wallace, whose enterprises helped develop the



international market in Zuni Pueblo arts and crafts, and for embodying the distinctive design characteristics of a pre-WWII tourist court;

C. Whereas, the following features of the De Anza Motor Lodge help convey its significance and shall be preserved in any rehabilitation:

1. Zuni "Sha'la'ko" ceremonial procession murals and the basement room containing them; and
2. The De Anza Motor Lodge sign at the Central Avenue frontage which is shown on the front page of the Request for Proposals ADS 03-03 (and which may require rehabilitation);

D. Whereas, the following features of the De Anza Motor Lodge will be preserved if feasible:

1. All eight buildings in the complex as identified on map Exhibit D (buildings may be modified or connected);
2. The mix of one-and multi-story massing that evokes Pueblo architecture;
3. The automobile court space between the buildings and its openness to Central Avenue (however it may be appropriate to block other street access);
4. Pattern and proportion of openings in exterior walls.

E. Whereas, the following types of features should be preserved if possible:

1. Exterior painted murals; and
2. Characteristic interior fixtures and finishes.

F. Whereas, on February 28 2011, the City of Albuquerque issued a Request for Proposals 01-2011. On \_\_\_\_\_, \_\_\_\_\_ submitted a proposal. On \_\_\_\_\_, the City and \_\_\_\_\_ entered into reasonable negotiations which

resulted in this Agreement pursuant to the Metropolitan Redevelopment Code.

- G. Whereas, the purpose and intent of this Agreement is to establish the terms under which the City will convey the Property to the Developer, and the Developer will develop the Property in accordance with this Agreement, for the purposes of promoting the public health, safety, convenience and prosperity of the residents of the City, eliminating conditions of blight that have impaired the sound and orderly development of the City, preserving the historic integrity of the existing buildings, promoting economic and commercial activity within the City, enhancing employment opportunities in the City, and increasing property values and enhancing tax revenues.
- H. Whereas, the development of the De Anza Motor Lodge Property as provided in this Development Agreement is referred to herein as the "Project";
- I. Whereas, the City has the authority to enter into this Agreement pursuant to its home rule powers and the State Metropolitan Redevelopment Code.
- J. Whereas, the City's administration has approved and entered into this Agreement;
- K. Whereas, the term of this Agreement shall commence upon the Effective Date which is the date of execution by the City's properly authorized officer after the Developer has signed the Agreement.
- L. Whereas, this Agreement may be terminated, modified or extended by circumstances set forth in this Agreement or by mutual written consent of the parties.

- M. Whereas, the parties agree to develop the project in accordance with the following phases: Phase 1 – Due Diligence Period, Phase 2 – Permitting Period, Phase 3 – Development Period, and Phase 4 – Operations and Disposition Period.
- N. Whereas, prior to the beginning of Phase I of the Agreement, the City shall conduct an inventory of the Property, and may remove any furniture or fixtures that it wishes to preserve, which will be held by the Redevelopment Agency. Developer shall receive a copy of the inventory and be responsible for any items on the inventory that are not removed by the City for the period between the beginning of Phase I and the time of a Negative or Affirmative Declaration. By “responsible” is meant that Developer shall not damage, harm, allow to deteriorate, or to remove from the Property any of the items on the inventory that are listed as having not been removed by the City.
- O. Whereas, the parties agree to consult and to cooperate with each other in seeking appropriate public funding to maintain historical attributes of the property, including but not limited to the conservation of existing Zuni “Sha’la’ko ceremonial murals located in the basement of the existing motor lodge. Such public funding may include \$213,000 (federal share) of an approved Federal Highway Administration (FHWA) grant under FFY 2006 TIP. It should be noted that this current funding is limited to design costs and historic building features for a new Route 66 Museum / Visitor Center into the project, which must also include the preservation of the Zuni murals. Currently, these funds are set to expire in October 1, 2011, however an amendment application may be submitted prior to such expiration date. It

should be further noted that regardless of the federal funding described above, the redevelopment of the De Anza Motor Lodge is also subject to compliance with the New Mexico Prehistoric and Historic Sites Preservation Act and the Cultural Properties Act. Such compliance does require consultation with the New Mexico State Historic Preservation Officer (SHPO) and adherence to State – adopted preservation regulations under 36 C.F.R. pt. 61. Other public agencies may also need to be involved, beyond those of the FHWA and SHPO agencies, should utilization of public funding be included in this project primarily for reporting and auditing purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Background Information. The above Recitals and attached Exhibits are incorporated into the body of this Agreement. These Exhibits are:
  - Exhibit A: Legal Description;
  - Exhibit B: United States Department of the Interior National Parks Service National Register of Historic Places Registration Form;
  - Exhibit C: Photos of the De Anza Motor Lodge;
  - Exhibit D: Photo of bird's eye view of the De Anza Motor Lodge.
2. Authorization. This Agreement is authorized by the Metropolitan Redevelopment Code.
3. Recitals. The Recitals above are fully incorporated and agreed to.
4. Phase I – Due Diligence Period
  - 4.1 Developer shall have a maximum of 60 days to access the De Anza

Motor Lodge Property beginning on the later of ten days after the Effective Date of this Agreement or the date insurance is provided by Developer and approved by the City as called for in Section 4.4.6 of this Agreement. The purpose of this Due Diligence Period is to allow the Developer to thoroughly inspect and examine the Property in order to make a determination as to whether Developer wants to continue with Phases II through IV of this Agreement. This period may end earlier than 60 days if Developer makes an Affirmative or Negative Declaration, as provided for in this Agreement. The Developer may also request, and it shall not reasonably be denied by the City, a 30 day time extension for the Phase 1 Due Diligence Period.

4.2 During Phase I, the City shall have the right to access the De Anza Motor Lodge Property in order to inspect the Property, or engage in any other reasonable activities. The City shall exercise its rights (as the current property owner) to access the Property and conduct any necessary activities (i.e. public safety or nuisance control) on the Property in a manner that does not unreasonably interfere with the right of the Developer to continue with its due diligence of the Property.

4.3 Prior to the commencement of Phase I and at all times during Phase I, the Developer shall be required to purchase and to maintain policies of casualty and commercial liability insurance (listing the City as additionally insured) as provided in Paragraphs 4.3.1 through 4.3.8.

4.3.1 Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.

4.3.2 Developer will not violate the terms or prohibitions of insurance policies required to be furnished by Developer. Developer will promptly notify the City of

any claim or loss exceeding the amount of the deductible under the insurance policies and certify that proper notice has been given the appropriate insurance carrier.

4.3.3 Developer will furnish the City with certificates of insurance and will deliver the certificates to the Director, Risk Management, P.O. Box 1293, Albuquerque, New Mexico 87103.

4.3.4 All insurance certificates will provide that thirty (30) days written notice be given to the City before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. A certificate of policy which states that failure to give City notice imposes no liability or obligation on the insurer will not be in compliance with this Section. For instance, certificates or policies stating that the insurance company will "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurance company are unacceptable to City. The insurance policies will not be written on a "claims made" form.

4.3.5 Even though a "notice to proceed" may have been given, Developer will not begin any operations pursuant to this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Developer or any transferees of full responsibility to maintain the required insurance or bonds in full force and effect.

4.3.6 Developer will obtain a commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows (requirements are shown as listed on a standard form certificate of insurance):

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

The policy of insurance must include coverage for all operations performed by Developer, and contractual liability coverage will specifically insure the hold harmless provisions of this Agreement. THE CITY WILL BE NAMED AN ADDITIONAL INSURED and the coverage afforded will be primary with respect to operations provided. Showing the City as a certificate holder is not the same as naming the City as an additional insured and is not an acceptable substitute. If equivalent coverage is provided and the form is approved by the City, Developer may provide a general liability policy in a form different from that described above.

4.3.7 Developer will obtain a policy of casualty insurance in an all risk, fire and extended coverage form, including business interruption, extra expense, vandalism and malicious mischief and theft, for the full replacement cost of such improvements, but not less than one million dollars (\$1,000,000.00). The Zuni murals shall be appraised as works of art separately for insurance purposes by an appraiser approved by the City. The Developer will pay the cost for the appraisal. The Zuni mural shall be included in the causality insurance policy as a scheduled asset at its appraised value. The City must be made a named insured in all the policy or policies.

4.3.8 If, during Phase I, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Sections 41-4-1 through 41-4-27, NMSA 1978) to an amount greater than \$1,000,000, the City may require Developer to increase the limits of any commercial general insurance required

herein to an amount equal to such increased Tort Claim Act maximum limits of liability.

4.4 During Phase I, and all other periods or phases of the Development, the Developer shall do nothing to impair, threaten or risk the De Anza Motor Lodge Property's listing on the National Register. The Developer shall not harm the structural integrity of the existing structures, nor shall Developer de-stabilize the foundation surrounding the existing structures.

4.5 Any time during Phase I, Developer may make a Declaration in writing to the City that Developer will continue into the Phase II through Phase IV periods as described in this Agreement ("Affirmative Declaration"). An Affirmative Declaration binds the Developer to the rest of this Agreement and is a commitment to begin Phase II and proceed through Phase IV.

4.6 Any time during Phase I, Developer may make a Declaration in writing to the City that Developer will not continue into the Phase II through Phase IV periods as described in this Agreement ("Negative Declaration"). If Developer fails to make a Declaration (Affirmative or Negative) in writing during the Phase I – Due Diligence Period, then Developer will be deemed to have declared it will not continue into the Phase II through Phase IV periods as described in this Agreement.

4.7 If Developer makes a Negative Declaration or is deemed to have made a Negative Declaration, the Developer will have 20 days to vacate the Property and return the Property back to the full control of the City. The Property shall be returned in the same or better condition than the state of the Property when turned over to the Developer at the beginning of Phase I. The City will own, without any payment, reimbursement or cost, any improvements made to the Property, any new fixtures, and any equipment or construction materials left behind.



4.8 A Negative Declaration ends the obligations of Parties except as to Paragraphs 4.4, 4.7, 7.5 and 9 of this Agreement.

4.9 Immediately after Phase I with an Affirmative Declaration, the Developer shall provide full-time on-site security to adequately insure the safety, security and value of the De Anza Motor Lodge property during Phases II and IV.

5. Phase II – Permitting Period

5.1 The Permitting and Environmental Clean Up Period (“Phase II”) shall commence the day of the Affirmative Declaration and end 182 days thereafter.

5.2 During Phase II – Permitting Period, the Developer, with the assistance of the City, shall obtain necessary permits and approvals to begin Phase III (Development Period) of the Project by submitting design and site plans, elevations and construction specifications for the Project (“Plans and Specifications”) to the appropriate development and design review departments of the City for review in accordance with applicable City procedure. At the same time, the Developer shall submit such Plans and Specifications to the Redevelopment Manager at Metropolitan Redevelopment Agency (“MRA”), who shall review the Plans and Specifications in accordance the Nob Hill Highland Sector Development Plan, the Highland / Central Metropolitan Redevelopment Plan, and any guidelines for Historical preservation. If the Redevelopment Manager finds the Plans and Specifications conform to the above plans, the Redevelopment Manager shall approve the Plans and Specifications. If the Redevelopment Manager finds material design differences between the two Plans and Specifications, causing substantial, practical differences in the structures, the Redevelopment Manager may either require the Developer to revise the Plans and Specifications or approve the Plans and Specifications notwithstanding the design differences. Any proposed changes by

the Developer to the Plans and Specifications thereafter, which create material design differences causing substantial, practical differences in the Units, shall undergo a similar submission, review and approval process. The Developer shall not develop the Project except in accordance with the Plans and Specifications that have been approved by the Redevelopment Manager. In any event, the parties shall cooperate to ensure that the Plans and Specifications have been fully and finally submitted, reviewed and approved within Phase II. Developer shall be responsible for any and all development fees, except where waived under Metropolitan Redevelopment provisions (i.e. impact fees).

5.3 The Development Manager's review of the Plans and Specifications will include a historic preservation review by appropriate staff (LUCC Planner or Historic Preservation Planner). Parties recognize that a "courtesy" review and comment by the Landmarks and Urban Conservation Commission is advisable due to the historic significance of the Property and the parties will cooperate with each other and the Landmarks and Urban Conservation Commission to obtain a review.

5.4 Prior to the end of Phase II – Permitting Period, the City shall provide documentation to certify the Property as asbestos free.

5.5 By mutual written agreement of the parties, Phase II may be declared ended before 182 days have expired.

## 6. Sale and Purchase

6.1 Condition of Sale and Purchase. Effective as of the date of the Affirmative Declaration and subject to the terms and conditions of this Agreement, the City agrees to sell and the Developer agrees to purchase at the closing as described in Paragraph 6.3 of this Agreement.

6.2 Purchase Price. The purchase price of the Property is \$\_\_\_\_\_.

In consideration of this purchase price, the developer agrees to continue the obligations under this Agreement, to protect and to preserve the basement Zuni Murals, to rehabilitate and maintain the existing Central Avenue pole sign, and to continue to allow public access to the property.

6.3 Closing. Directly after Phase II expires, and all necessary approvals have been obtained, the Closing of the transaction contemplated by this Agreement shall take place at the office of the \_\_\_\_\_ Title Company at a time mutually convenient to the parties, within thirty (30) days after the later of:

(a) Approval by the City of the Plans and Specifications submitted by the Developer, or

(b) Approval of building permits for the Project.

Notwithstanding the foregoing, the City may delay Closing until such time as Developer has submitted to the City (i) satisfactory evidence of the financial capability of the Developer to complete the Project as provided in this Agreement or (ii) satisfactory evidence of the availability of a development loan and/or a construction loan to enable the Developer to complete the Project as provided in this Agreement.

6.4 Special Warranty Deed. The City shall convey title to the Property as required by this Agreement by special warranty deed ("Deed"), subject to the terms and conditions of this Agreement, including without limitation the restrictions, and covenants, and upon performance of the conditions precedent required by this Agreement. The Deed shall contain the following covenant:

"Title to the real estate is subject to all of the terms and conditions which of that certain De Anza Motor Lodge Development Agreement, between \_\_\_\_\_ and the City of Albuquerque, which is dated \_\_\_\_\_, 2011 and filed of record jointly with the filing of this Special Warranty Deed, including, without limitation, the covenant that the Zuni Sha'la'ko ceremonial

procession murals on the real estate and the basement room containing them shall be protected and preserved and remain open to the public for respectful, supervised, and controlled access at no cost during a reasonable period of the day two or three days a week throughout the year. This covenant shall run with title to the real estate and shall be for the benefit of and enforceable by the City of Albuquerque.”

Each party shall bear its own fees and costs in connection with the negotiation of this Agreement and closing of this transaction, and all closing costs not otherwise allocated in this Agreement shall be allocated between the parties in accordance with customary practice in Albuquerque. The current taxes, utilities and assessment on the property shall be prorated between the City and the Developer as of the date of the Closing. The City, at the City’s sole expense, will provide the Developer an owner’s title insurance policy issued by the Title Company in an amount equal to the appraised value of the property or \$ 891,000.00, whichever is more. Prior to date of the Closing, the Property shall be appraised by an appraiser approved by the City. The Developer will pay the cost for the appraisal. The City shall provide the Developer with a Title Commitment covering the Property not less than thirty (30) days prior to the date of the Closing. The Developer shall have the right to object to any exception to title shown on the Title Commitment at any time not less than ten (10) days prior to the date of the Closing. The City may, but shall not have any obligation, to cure any objection of the Developer to enable to the Title Company to delete or modify the exception to the reasonable satisfaction of the Developer. If the City cannot cure the objection or elects not to cure the objection, then the Developer may either waive its objection and accept title subject to the exception or terminate this Agreement.

6.5 Filing. The Title Company shall promptly file the Deed for recordation the office of the County Clerk of Bernalillo County, New Mexico. The

Developer shall pay all cost of the recording of the Deed.

7. Phase III – Development Period

7.1 Timing of Development. The \_\_\_\_\_ shall develop the De Anza Motor Lodge Property within a period of 2 years from the end of Phase II.

7.2 Commencement. \_\_\_\_\_ agrees to commence construction of the Project within 45 days from the beginning of Phase III or within 30 days after Closing, whichever is later. The City shall have the right of access to the Property and all reasonable times during Phase III to inspect and examine the Property and the work of the Project to determine that the Developer is performing the work in accordance with the Plans and Specifications and this Agreement.

7.3 Compliance with General Regulations All Applicable Laws. The establishment of any vested rights under this Agreement shall not preclude the application of City ordinances and regulations of general applicability, except to the extent that such City ordinances and regulations have been expressly addressed herein. These ordinances and regulations include, but are not limited to, impact fees if the Project is included within an impact fee service area at the request of \_\_\_\_\_, either existing or as they may be lawfully enacted in the future; construction and safety codes, such as building, fire, plumbing, engineering, electrical and mechanical codes; the City planning, zoning and land use policies; or other City, state, and Federal regulations as all of the foregoing exist on the date of this Agreement or may be enacted or amended after the date hereof, except as otherwise provided within this Agreement. \_\_\_\_\_ does not waive its rights to oppose adoption of any such ordinances or regulations.

7.4 Application of Changes. This Agreement shall not preclude the

the development of the De Anza Motor Lodge Property of any changes in City laws, regulations, plans or policies, including any changes in the zoning laws, sector development plans or regulations, which may occur from time to time during the term of this Agreement which are specifically mandated and required by changes in State or Federal laws or regulations. To the extent that such changes in State or Federal laws, regulations, plans or policies prevent or preclude compliance with one or more provisions of this Agreement, the City and \_\_\_\_\_ shall take such action as may be required to amend this Agreement.

7.5 Hold Harmless. \_\_\_\_\_ hereby agrees to defend, indemnify and hold harmless the City and its officers, and employees, throughout all phases of the Project, against any and all claims, damages, actions, or causes of action and expenses to which the City and its, officers, and employees may be subjected by reason of any negligence in any work done or omission made by \_\_\_\_\_, its agents, officers, or employees, in connection with, arising out of, or resulting from the performance of this Agreement, except to the extent that any such matters are precluded from indemnity pursuant to Section 56-7-1, NMSA 1978 Comp.

8. Phase IV – Operations and Disposition Period

8.1 Phase IV commences on the date of the Certificate of Completion and continues forever.

8.2 Title to the Property and all improvements on the Property shall be subject to the terms and conditions of this Agreement, which shall run with title to the Property and shall be for the benefit of and enforceable by the City, including, without limitation, the covenant that the Zuni Sha'la'ko ceremonial procession murals and the basement room containing them shall be protected and preserved and remain open to

the public for respectful, supervised, and controlled access at no cost during a reasonable period of the day two or three days a week throughout the year.

.8.3 If \_\_\_\_\_ sells the property within five (5) years of the Completion Date for an amount equal to 35% or greater than the sum of \$891,000.00 (the original purchase price paid by the City), plus any accumulation of operation losses, plus the cost of the development of the Property, \_\_\_\_\_ shall pay the City \$891,000.00 or the difference thereof from the Developer's purchase price to equate to \$891,000.00 (the original purchase price paid by the City).

8.4 The conditions of Section 8 are material terms of this Agreement and any breach of these conditions is a material default under this Agreement. As provided in Section 8.2, these condition are shall be made pursuant to a deed restriction or by restrictive covenants that shall run with the property.

9. Cooperation in the Event of Legal Challenge. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of any of the approvals required under this Agreement ("Approvals"), including the approval of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense.

10. Default; Termination

10.1 General Provisions.

10.1.1 Defaults. Any failure by any Party to perform any material term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice of such failure from the other Party, unless such period is

extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such sixty (60)-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such sixty (60) day period. Upon the occurrence of a default under this Agreement, the non-defaulting Party may institute proceedings to enforce all available legal or equitable remedies to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement.

10.1.2 Termination. If the City elects to consider terminating this Agreement due to a material default of \_\_\_\_\_, then the City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. \_\_\_\_\_ shall have the right to offer written and oral evidence at the public hearing. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City shall send written notice of termination of this Agreement to \_\_\_\_\_ by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter; provided, however, that if \_\_\_\_\_ files an action to challenge the City's termination of this Agreement within such thirty (30) day period, then this Agreement shall remain in full force and effect until a trial court has affirmed the City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).



10.1.3 Termination After Closing. If the Agreement is terminated pursuant to this section of the Agreement after closing and prior to completion of the project, the Developer shall pay the City \$891,000.00 and the Developer shall retain the Property. If the default is cured, then no default shall exist and the noticing Party shall take no further action. The remedies provided in this section are cumulative and not exclusive.

10.1.4 Term of Agreement. The term of this Agreement shall commence upon the Effective Date and shall extend forever, unless said term is terminated, modified by circumstances set forth in this Agreement, or by mutual written consent of the Parties.

## 11. Miscellaneous.

11.1 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

11.2 Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

11.3 Construction. Each reference in this Agreement to any of the Approvals shall be deemed to refer to the Approvals as they may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and

revised by legal counsel for the City and \_\_\_\_\_, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

11.4 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

11.5 Covenants Running with the Land. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the De Anza Motor Lodge Property, as appropriate, runs with the De Anza Motor Lodge Property, and is binding upon each successive owner of all or a portion of the De Anza Motor Lodge Property during its ownership of such property. All covenants are to the benefit of the City. This Agreement shall be recorded as a covenant.

11.6 Mortgagee Rights. Any construction or permanent lender of funds with respect to the Project or the Property (“Mortgagee”) that wishes to receive notices of default from the City pursuant to Section 12 may provide written notice to the City requesting such notice. The City shall notify any such Mortgagee requesting notice of default under this Agreement, and provide to any such Mortgagee the same opportunity to cure as is provided to \_\_\_\_\_ herein. Such action shall not give rise to any liability on the part of the Mortgagee, and this Agreement shall not be terminated by the City as to any Mortgagee (a) who has requested notice but who has not been given notice by the City, or (b) if the Mortgagee cures any default involving the payment of money by \_\_\_\_\_ within sixty (60) days after notice of default;

11.6.1 The City recognizes that the provisions of this Agreement may be a matter of concern to any Mortgagee intending to make a loan secured by a mortgage or deed of trust encumbering the De Anza Motor Lodge Property or a portion thereof. If such Mortgagee should require, as a condition to such financing, any modification of this Agreement to protect its security interest in the De Anza Motor Lodge Property or portion thereof, the City shall cooperate with the Developer to create the appropriate changes and execute the appropriate amendments; provided, however, that the City shall not be required (but is permitted) to make any modification that would (i) materially and adversely affect the City's rights hereunder, (ii) adversely affects the covenants, or (iii) increase the City's obligations hereunder.

11.6.2 This Agreement may be amended without the approval or execution of any such amendment by any Mortgagee. However, if the City receives notice from a Mortgagee requesting a notice of proposed amendment, the City shall provide a copy of any proposed amendment to such Mortgagee.

11.7 Attorneys' Fees. In the event of any litigation or arbitration between the Parties regarding an alleged breach by the other Party, the prevailing Party shall be entitled to an award of attorneys' fees.

11.8 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions to ensure that the rights secured by the other Party can be enjoyed and no Party shall take any action that will deprive the other Parties of the enjoyment of the rights secured through this Agreement.

12. Notices. Any notice or communication required hereunder between the City, or \_\_\_\_\_ must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified

mail, such notice or communication shall be deemed to have been given and received on the first to occur of on the earlier of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City: Chief Administrative Officer  
City of Albuquerque  
P. O. Box 1293  
Albuquerque, New Mexico 87103  
Fax No. (505) 768-3225

With Copies to: Albuquerque City Attorney  
Post Office Box 2248  
Albuquerque, New Mexico 87103  
Fax No. (505) 768-4500

Ben Ortega, Manager  
Metropolitan Redevelopment Agency  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103  
Fax No. (505) 924-3339

With Copies to: Developer Entity

13. No Waiver of Rights. Neither the City nor \_\_\_\_\_ shall be under any obligation to exercise at any time any right granted to a party. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other

party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

14. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of New Mexico. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by the counsel in the negotiation and preparation of this Agreement.

15. Assignment, Transfer and Notice. \_\_\_\_\_ shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement and subsequent Approvals to third parties (subject to City approval which shall not be unreasonably withheld) acquiring an interest or estate in the De Anza Motor Lodge Property, or any portion thereof, including, without limitation, purchasers or long-term ground lessees of individual lots, parcels, or units comprising a portion of the De Anza Motor Lodge Property.

16. Recordation. This Agreement and any amendment shall be recorded with the Bernalillo County Clerk.

17. Estoppel Certificate. Within thirty (30) days following request from \_\_\_\_\_ the City agrees to provide an estoppel certificate that \_\_\_\_\_ is in full compliance with the terms of this Agreement and is not in default hereunder, or if \_\_\_\_\_ is in default, an estoppel certificate which states the basis for such default.

Executed as of the dates set out below.

CITY OF ALBUQUERQUE, a New Mexico municipal corporation

By: \_\_\_\_\_  
Its: Chief Administrative Officer

Signed: \_\_\_\_\_, 2011  
Effective Date of Agreement

\_\_\_\_\_

By: \_\_\_\_\_  
Its: Managing Member  
Signed: \_\_\_\_\_, 2006

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation.

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

My Commission Expires: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, Title \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

All of Block numbered Four (4) of MESA GRANDE ADDITION to the City of Albuquerque, according to the Plat filed in the office of the County Clerk of and Ex-Officio Recorder of Bernalillo County, New Mexico on July 18, 1931 in Volume C2, Folio 27, and That certain Alley running through Block numbered Four (4), of MESA GRANDE ADDITION to the City of Albuquerque, New Mexico, according to the Plat filed in the office of the County Clerk and Ex-Officio Recorder of Bernalillo County, New Mexico on July 18, 1931 in Volume C2, Folio 27, and bounded on the North by the South line of Lots 4 and 14 of said Block 4 and bounded on the South by Lots 5 to 13 of said Block 4.

**EXHIBIT "B"**

**United States Department of the Interior National Parks Service**



(Oct. 1990)

**United States Department of the Interior  
National Park Service**

**NATIONAL REGISTER OF HISTORIC PLACES  
REGISTRATION FORM**

**1. NAME OF PROPERTY**

**HISTORIC NAME:** DeAnza Motor Lodge  
**OTHER NAME/SITE NUMBER:** N/A

**2. LOCATION**

**STREET & NUMBER:** 4301 Central Avenue NE  
**CITY OR TOWN:** Albuquerque  
**STATE:** New Mexico      **CODE:** NM      **COUNTY:** Bernalillo      **CODE:** 01      **ZIP CODE:** 87108  
**NOT FOR PUBLICATION:** N/A  
**VICINITY:** N/A

**3. STATE/FEDERAL AGENCY CERTIFICATION**

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this  nomination  
request for determination of eligibility meets the documentation standards for registering properties in the National Register of  
Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property  
 meets  does not meet the National Register criteria. I recommend that this property be considered significant  nationally  
 statewide  locally. (  See continuation sheet for additional comments.)

Signature of certifying official

Date

State Historic Preservation Officer

State or Federal agency and bureau

In my opinion, the property  meets  does not meet the National Register criteria.  
(  See continuation sheet for additional comments.)

Signature of commenting or other official

Date

State or Federal agency and bureau

**4. NATIONAL PARK SERVICE CERTIFICATION**

I hereby certify that this property is:

Signature of the Keeper

Date of Action

entered in the National Register  
 See continuation sheet.

determined eligible for the National Register  
 See continuation sheet.

determined not eligible for the National Register

removed from the National Register

other (explain):

**5. CLASSIFICATION**

**OWNERSHIP OF PROPERTY:** private

**CATEGORY OF PROPERTY:** building

<b>NUMBER OF RESOURCES WITHIN PROPERTY:</b>	<b>CONTRIBUTING</b>	<b>NONCONTRIBUTING</b>
	8	0 BUILDINGS
	0	0 SITES
	0	0 STRUCTURES
	1	0 OBJECTS
	9	0 TOTAL

**NUMBER OF CONTRIBUTING RESOURCES PREVIOUSLY LISTED IN THE NATIONAL REGISTER:** 0

**NAME OF RELATED MULTIPLE PROPERTY LISTING:** Historic and Architectural Resources of Route 66 through New Mexico

**6. FUNCTION OR USE**

**HISTORIC FUNCTIONS:** Domestic/hotel  
Commercial/specialty store/restaurant

**CURRENT FUNCTIONS:** Domestic/hotel

**7. DESCRIPTION**

**ARCHITECTURAL CLASSIFICATION:** Other: southwest vernacular

**MATERIALS:** FOUNDATION concrete  
WALLS stucco  
ROOF asphalt  
OTHER

**NARRATIVE DESCRIPTION** (see continuation sheets 7-5 through 7-7).

**8. STATEMENT OF SIGNIFICANCE**

**APPLICABLE NATIONAL REGISTER CRITERIA**

- A** PROPERTY IS ASSOCIATED WITH EVENTS THAT HAVE MADE A SIGNIFICANT CONTRIBUTION TO THE BROAD PATTERNS OF OUR HISTORY.
- B** PROPERTY IS ASSOCIATED WITH THE LIVES OF PERSONS SIGNIFICANT IN OUR PAST.
- C** PROPERTY EMBODIES THE DISTINCTIVE CHARACTERISTICS OF A TYPE, PERIOD, OR METHOD OF CONSTRUCTION OR REPRESENTS THE WORK OF A MASTER, OR POSSESSES HIGH ARTISTIC VALUE, OR REPRESENTS A SIGNIFICANT AND DISTINGUISHABLE ENTITY WHOSE COMPONENTS LACK INDIVIDUAL DISTINCTION.
- D** PROPERTY HAS YIELDED, OR IS LIKELY TO YIELD, INFORMATION IMPORTANT IN PREHISTORY OR HISTORY.

**CRITERIA CONSIDERATIONS:** N/A

**AREAS OF SIGNIFICANCE:** Social History, Commerce

**PERIOD OF SIGNIFICANCE:** 1939-1956

**SIGNIFICANT DATES:** 1939

**SIGNIFICANT PERSON:** Wallace, Charles Garrett

**CULTURAL AFFILIATION:** N/A

**ARCHITECT/BUILDER:** unknown

**NARRATIVE STATEMENT OF SIGNIFICANCE** (see continuation sheets 8-8 through 8-13).

**9. MAJOR BIBLIOGRAPHIC REFERENCES**

**BIBLIOGRAPHY** (see continuation sheet 9-14).

**PREVIOUS DOCUMENTATION ON FILE (NPS):** N/A

- preliminary determination of individual listing (36 CFR 67) has been requested.
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey #
- recorded by Historic American Engineering Record #

**PRIMARY LOCATION OF ADDITIONAL DATA:**

- State historic preservation office (*Historic Preservation Division, Office of Cultural Affairs*)
- Other state agency
- Federal agency
- Local government
- University
- Other -- Specify Repository:

**10. GEOGRAPHICAL DATA**

**ACREAGE OF PROPERTY:** 2.5 acres

UTM REFERENCES	Zone	Easting	Northing	Zone	Easting	Northing
1	12	354536	3883050	3	##	#####
2	##	#####	#####	4	##	#####

(see continuation sheet 10-#)

**VERBAL BOUNDARY DESCRIPTION** (see continuation sheet 10-15)

**BOUNDARY JUSTIFICATION** (see continuation sheet 10-15)

**11. FORM PREPARED BY**

**NAME/TITLE:** David Kammer, Ph.D.

**ORGANIZATION:** contract historian

**DATE:** July, 2002

**STREET & NUMBER:** 521 Aliso Dr. NE

**TELEPHONE:** (505) 266-0586

**CITY OR TOWN:** Albuquerque **STATE:** NM

**ZIP CODE:** 87108

**ADDITIONAL DOCUMENTATION**

**CONTINUATION SHEETS**

**MAPS** (see continuation sheet Map-#)

**PHOTOGRAPHS** (see continuation sheet Photo-#)

**ADDITIONAL ITEMS**

**PROPERTY OWNER**

**NAME:**

**STREET & NUMBER:**

**TELEPHONE:**

**CITY OR TOWN:**

**STATE:**

**ZIP CODE:**

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National Park Service

## National Register of Historic Places Continuation Sheet

Section 7 Page 5

DeAnza Motor Lodge  
Albuquerque, Bernalillo Cty., New Mexico

### Description

The DeAnza Motor Lodge consists of eight buildings with six one-story buildings forming a U-plan and two two-story buildings, including the office and manager's residence, situated one behind the other as an island in the middle of a U-shaped courtyard. Located along East Central Avenue all of the buildings have concrete foundations, flat roofs with parapets that are punctuated by extended drains, or *canales*, and earth-toned stucco coated walls. The office and manager's residence fronting the middle of the courtyard is stepped, and the lodging unit behind it has exposed *vigas* in the balcony lining the second story. A modest use of battered walls, polychromatic decorative wood grills, and bays lined with continuous wide overhangs comprise additional elements suggestive of the building's earlier Spanish-Pueblo Revival Style that has given way to a regional vernacular appearance as a result of additions and alterations that occurred in the mid-1950s. A coffee shop then was added to the lodging building at the southwestern corner of the property as was a large *porte cochere* with sandstone supports at the front of the office. A second-story unit was also added behind the office building and has a basement containing a conference room. Two of its walls are lined with murals painted in the 1950s by Zuni artist Tony Edaakie Sr. and comprise the nomination's contributing object. More recent murals, also by a Zuni artist, appear along some of the complex's exterior walls, and a large neon sign depicting the visage of the lodge's namesake fronts the motor lodge. Despite its additions and alterations, the DeAnza retains its feeling as an historic Route 66 lodging uniquely associated with the Southwest's Indian tourist trade.

Unlike many of the other pre-World War II motels located on smaller parcels of land along Central Avenue, which became the Route 66 alignment through Albuquerque in 1937, the DeAnza Motor Lodge fills an entire quadrilinear block consisting of approximately 2.5 acres. The six one-story buildings forming the complex's U-plan line the three streets bordering the sides and rear of the property with the widest opening appearing between the two rear buildings where a former roadway offered a rear exit from the courtyard. The buildings' irregular setback from the surrounding streets reflects the block's non-rectangular shape. While not formally landscaped, the approximately 15 ft. of space between the buildings and the sidewalks contains a variety of vegetation including Siberian elms, locusts, arborvitae, ailanthus and pyracantha. A low concrete-lined planter also containing the single steel pole supporting the lodge's principal sign contains roses and hollyhocks. The entire courtyard, save a small swimming pool area also added by 1957 at the east wall of the office, is paved with asphalt. A two-car wide *porte cochere* with large rectilinear red sandstone supports and a low wall extending to the west fronts the office. Its frieze bears the lodge's name on each of its three sides.

The older buildings consisting of the office, the front portion of the building behind it, and the two buildings flanking it are of frame construction. The two buildings at the rear and the second story addition of the rear island building, accessible from flanking concrete stairways at the rear of the building, are of concrete block with steel joists supporting the second story. All of the lodging rooms contain multi-pane steel casement windows and single panel wood doors alternately painted red and turquoise. First story rooms are arranged in a series of bays formed by protruding walls perpendicular to the façade and supporting wide overhangs whose white stucco coating and blue trim contrast with the beige stucco coating of the buildings. Added when the former carports were filled in to create additional lodging units and when the decorative projecting *vigas* were removed from the lodging units, the bays have replaced the small porches that once marked portions of the original façade. A balcony with large exposed *vigas* lines both sides of the lodging building behind the office, uniting the building's two parallel elements. The second story is accessible from a

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## National Register of Historic Places Continuation Sheet

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DeAnza Motor Lodge  
Albuquerque, Bernalillo Cty., New Mexico

symmetrical double stairway with stucco-coated walls at the rear of the building. Bisecting the two-story rear building connected by the second story balcony is a walkway with concrete steps leading to the lodge's utility room and basement conference room, now used for storage.



DeAnza Motor Lodge as it appeared when it opened in 1939

Two murals painted by Zuni artist, Anthony Edaakie Sr. depicting figures significant in the Zuni's winter *shalako* ceremony line the north and east walls of the basement conference room. The mural located on the north wall, and slightly water-damaged at its east side, contains a line of eight figures and the east wall seven figures ranging in height from approximately three to five feet. Symbolically following each other from east to west, these images represent the essential figures of the ceremony. Leading the procession are *Shulawitsi*, the Little Fire God, following the Ceremonial Father, and *Saiyatasha*, the Rain Priest of the North, followed by his deputy. Completing the first mural are *Shalako*, the Courier of the Gods, *Shalako Anuthlona*, his alternate, and two *Koyemshi*, or Mudhead figures. The second panel includes the six *Salimopia*, or guardians of the six cardinal directions of Zuni cosmology. Positioned against a beige background, these polychromatic *kachinas* convey the beauty, color and form of the Zuni's best known ceremony (Wright).

An office and manager's second story residence fronts the two-story lodging building. Measuring approximately 30 ft. wide and 20 ft. deep, the large office space formerly housed a space for jewelry sales as well. Large fixed windows line it on three sides, and a commercial glass door marks the entry, reflecting the alterations the lodge underwent between 1953 and 1956 in order to conform to the changing norms for motels. The stepped second story of the office building also reflects those alterations with the extending *vigas* that once marked the front elevation now removed. A large fixed window also lines the street side façade of the coffee shop. A commercial glass door facing the courtyard and set beneath an overhang with a rectangular masonry support, similar to those supporting the *porte cochere*, marks its primary entry while a similar door on the west elevation also permits entry into the dining room. Framing the window and appearing along walls throughout the complex are decorative polychromatic wood grills. The interior of the coffee shop contains a terrazzo floor accented with crushed turquoise and inlaid with turquoise and silver Zuni figures, some of which have been removed.

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## National Register of Historic Places Continuation Sheet

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DeAnza Motor Lodge  
Albuquerque, Bernalillo Cty., New Mexico

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The property's signage consists of three discrete signs. The oldest and largest is a neon sign located in the planter at the middle front of the property. Quite likely the motel's original sign but with a different support system, it consists of a triangle framed with metal poles and mounted on a single steel post. The base of the triangle is approximately 18 ft. and the height of the sign is 35 ft. Flat letter neon includes "De Anza" and "Motor Lodge." A second sign is located next to the southeast support of the *porte cochere* and consists of a reader board mounted on a single metal pole. The third sign, a grouping of backlit plastic signs, is also attached to a single metal support post at the southeast corner of the coffee shop.

Although the additions and alterations completed by 1957 removed several ornamental details associated with the Spanish-Pueblo Revival Style, the location, setting, design and some exterior details of the complex continue to convey its role as a Route 66 motel dating to the mid-20<sup>th</sup> century. Important interior details such as the turquoise and silver inlaid terrazzo floor of the coffee shop and the murals depicting Zuni ceremonial figures also continue to recall the association of the property with its longtime principal owner, Zuni trader, Charles Garrett Wallace.

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# National Register of Historic Places Continuation Sheet

DeAnza Motor Lodge  
Albuquerque, Bernalillo Cty., New Mexico

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## Statement of Significance

The DeAnza Motor Lodge is one of the best remaining examples in New Mexico of a pre-world War II tourist court that was then expanded during the decade following the war to meet the increased demand for tourist facilities along Route 66. Constructed in early 1939, less than two years after Route 66 had been realigned along Central Avenue in Albuquerque, the lodge was built by S.D. Hambaugh, a tourist court operator in Tucson, and C.G. Wallace, a prominent trader at Zuni. Representing one of several ventures that Wallace undertook along Route 66, the lodge became linked to Wallace's name and his reputation as an Indian trader. Thus, it assumed a special role among tourist courts along the highway, offering not only lodging and, later, food but Indian jewelry and crafts and repair services as well. Larger than most tourist courts of its time, the DeAnza was altered and expanded during the golden age of tourism along Route 66 to conform to Wallace's sense of the changing norms for tourist facilities. While some of details of the buildings' original Spanish-Pueblo Revival Style were lost, it remains one of the best examples of how some pre-war motels were altered to remain economically viable. During those years, the motel continued to be closely associated with Wallace and his business, serving as a gathering place for traders and craftsmen, as well as tourists collecting Southwestern Indian crafts and jewelry. Because of its close association with automobile tourism along Route 66 and with its longtime operator, C.G. Wallace, the property qualifies under Criteria A, B as well as Criterion C.

As discussed in the historic context, the impact of the realignment of Route 66 onto Central Avenue in 1937 was significant, with the total number of tourist courts along Central Avenue in 1941 surpassing those along Fourth Street, the former alignment of the highway through Albuquerque. From 1937 to 1940, the number of courts along Albuquerque's emerging eastern commercial strip had climbed from one to 11 with some of the courts located east of the newly completed state fair grounds. This increase reflected local entrepreneurs' response to the growing number of motorists traveling along the realigned Route 66, with the daily average of vehicles rising from 1,400 to 1,800 between 1937 and 1938 (*Albuquerque Progress* Jan. 1939: 2).

Most of these courts typified the building patterns discussed in the historic context, offering motorists between 10 and 20 units arranged in one or two parallel rows or in an L or U plan with parking in a courtyard or garages interspersed between the sleeping units. Thus, when S.D. Hambaugh and C.G. Wallace purchased an entire block along the north side of Central Avenue and began construction of a 30-unit court, it represented the largest motel project to date along East Central Avenue. Described as an "ultra-modern tourist court," offering showers and steam heat, private telephones and an air cooling system in every unit, it opened by June of that year (*Albuquerque Progress* Feb. 1939: 3). With *vigas* extending from its office and manager's residence, a two-story building with its stepped parapet fronted by a *log portal*, as well as the garages, the complex offered patrons not only a modern lodging facility but one of the better detailed examples of a motel employing the then popular Spanish-Pueblo Revival Style.

Hambaugh and Wallace brought different but complementary interests to the joint venture. The former, who sold his part of the business to Wallace shortly after the lodge was completed, had already owned and operated the Gypsy Trail Hotel in Pasadena, another Route 66 community, and currently owned and managed a motel in Tucson. Wallace was an Indian trader who had come to recognize the importance of automobile tourism to the southwestern Indian trade. Arriving in New Mexico from North Carolina in 1918, he soon began working for the Ilfeld Company, one of the largest mercantile networks in New Mexico with stores in many of the state's railroad towns as well on or near some



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DeAnza Motor Lodge  
Albuquerque, Bernalillo Cty., New Mexico

reservations. Transferred to the company's trading post at Zuni in 1919, Wallace acquired his trading license in 1920 and set about learning as much as he could about the pueblo, visiting many of the residents and learning the language. Named *Lhamsta*, or Tall Thin Man, by the Zunis, but sometimes referred to as *Mujugi*, or Night Owl, because of his practice of writing letters advertising his trading business well into the night as well, Wallace soon emerged as the central figure in the trading world at Zuni.



C.G. Wallace, fourth from left, ca. 1947

Over the next three decades he encouraged both Zuni men and women to become skilled in jewelry and lapidary crafts. He introduced new jewelry equipment, sometimes permitting workers to use the equipment he kept in the back of his trading post. He also provided materials such as coral, silver, and turquoise, even investing and operating turquoise mines scattered across the Southwest. Perhaps more important, he encouraged new production styles requiring skilled small stone techniques such as needlepoint and petit point as a means of thwarting machine-made jewelry which threatened not only Wallace's business but the livelihood of Zuni craftsmen as well. As he encouraged these new techniques and suggested designs, he increasingly drew motifs inspired by archeological and ethnographic investigations of the Zuni culture. At the same time, he also introduced nontraditional designs, including diversely designed bolo ties and rings that broadened the appeal of Zuni-made jewelry. So successful was Wallace that from 1919, when he first began working at Zuni, to 1952 the percentage of the tribe's income derived from jewelry and lapidary sales rose from 4 percent to 65 percent (Slaney 1992: 129). Wallace's personal collection of Zuni crafts also grew, so that by the 1970s

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DeAnza Motor Lodge  
Albuquerque, Bernalillo Cty., New Mexico

when he decided to liquidate the collection it numbered several thousand pieces. Over the next 15 years, the majority of pieces were sold during an auction conducted by Sotheby's and two subsequent gallery sales. Some 500 of the best pieces were conveyed to the Heard Museum where they were displayed as the "Blue Gem, White Metal: Carving and Jewelry from the C.G. Wallace Collection" exhibit of 1998 (Slaney 1998).

Similar to other traders, Wallace continually sought to open new markets for his inventory of rugs, silverwork and other crafts. As he and his wife wrote some 50 letters weekly to prospective buyers, he also contemplated opening new markets that would give him more access to the increasing number of automobile tourists driving through the Southwest. Aware of how Herman Schweitzer and the Fred Harvey Company had purchased pawn from traders and had incorporated access to Indian arts and crafts well before the Indian Detours began in 1926, traders including Mike Kirk of Gallup and the Richardson family of Arizona and Gallup had begun to look at Route 66 as a potential market. The potential for this market became especially true during the Great Depression as the traditional barter system that had characterized the earlier trading post economy began to fail and tourism along the highway emerged as a means of infusing this beleaguered barter system with outside cash. Following the success of the Gallup All-Indian Ceremonial beginning in 1923 in which arts and crafts were featured and judged, they sought to protect their interests and those of the craftsmen with whom they dealt by forming the United Indian Traders Association (UITA) in 1931. With its goal of certifying genuine "handmade Indian arts and crafts," the UITA selected Bertram I. Staples, operator of a trading post at Coolidge, New Mexico along Route 66, as its first president, and C.G. Wallace as one of the original board members (Powers 75).

During the 1930s, Wallace actively sought to reduce the disadvantage of his location at his Zuni trading post, some 50 miles south of Route 66, by acquiring business along the highway. He became a Route 66 booster by the early 1930s, and by the 1940s, he had acquired the Black Diamond Ranch and the Rancher's Supply store at Sanders, Arizona, which offered ranching equipment and supplies as well as gasoline and a cafe. Along with a trading post at nearby Cedar Point, offering primarily Navajo jewelry and crafts including Wide Ruins style weavings and silverwork, the C.G. Wallace Indian Store in Gallup, and, briefly, interest in a dry ice plant in Moriarty, Wallace was involved in five ventures along Route 66 (Slaney 1992: 37).

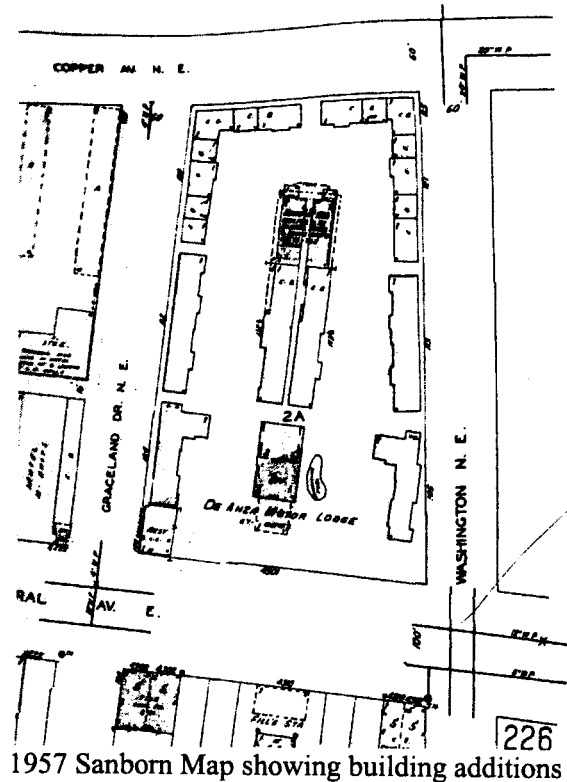
As he traveled around the Southwest seeking new markets, Wallace frequently found himself lodging in hotels where parking away from his room and carrying his inventory to the room was a nightly inconvenience. Years later, Wallace would recall that his tribulations as a traveling merchant led him to "see the need for motels" where "you didn't have walk up and down those stairs" but only "park right at your door" (Slaney 1992: 117). For Wallace, the convenience motels offered "was a miracle." Thus, as he undertook the DeAnza Motor Lodge project, he resolved to build a facility that was not only amenable to the needs of travelers but one that incorporated the attractive aspects of his built environment in Zuni. To eliminate the inconvenience of traipsing up untold flights of hotel stairs burdened with his merchandise, Wallace followed the motel design conventions of the 1930s, interspersing carports between sleeping quarters. He then sought to add modern conveniences such as steam heat and air cooling not yet present in many tourist courts. To convey the sense of place that he brought with him from Zuni, he included details such as having *vigas* and a log *portal* extending over the second story manager's residence, a pegged oak floor covered with Navajo rugs in the lobby, and a large fireplace along its eastern wall.

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DeAnza Motor Lodge  
Albuquerque, Bernalillo Cty., New Mexico



1957 Sanborn Map showing building additions

Like many other motel operators in the Southwest, Wallace gave his facility a name associated with the romance of southwestern history. He named it after Juan Bautista de Anza, the able governor of New Mexico from 1778 to 1788 and applied the visage of a conquistador to the facility's large sign located along Central Avenue. Wallace, however, felt uncomfortable with the commonly used terms cabins and motel. Regarding them as failing to connote the higher class facility he hoped to offer patrons, he opted instead to refer to the DeAnza as a motor lodge, a term that would become popular in the lodging industry some three decades later (Wallace). This quest for conveying class would remain with him throughout his career as a lodging operator. Not only was it apparent in his initial efforts to create the most modern facility of its kind in Albuquerque, but it motivated many of the changes he brought to the DeAnza including the addition of the swimming pool and the *porte cochere*, fronting the lodge's office. It also dictated his refusal to serve alcohol in the DeAnza's café, Turquoise Room, a name that he borrowed from the upscale dining cars that were a part of the Santa Fe Railroad's Chief and Super Chief service. This quest for improving motel service and appearance also prompted Wallace to become involved with M.K. Guertin, a Long Beach, California motel operator and promoter, who pioneered the development of referral chains in which cooperating motels offered reservation services for other courts within a loose federation (Jakle: 142). First termed the "US 66 Hiway Association" when it began in the 1940s and embracing motels in Springfield, Missouri; Oklahoma City; and Barstow, California as well as Wallace's DeAnza, as the association expanded to include other highways, in 1951, the chain was renamed Western Motels, Inc. and became popularly known as Best Western.

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In order to maximize the returns of his new location along Route 66 in Albuquerque, Wallace also included a jewelry counter in the lobby as well as a small lapidary/silver shop, which was located in the lodge's maintenance room. While the DeAnza's staff included Albuquerque residents, it also included, from time to time, Zuni tribal members, a practice that Wallace brought from Zuni where he regularly employed Zunis to make jewelry expressly for him. Most notably, craftsmen Leonard Martza, who worked at the DeAnza as a handyman, also repaired and created jewelry. Wallace also sought to use the DeAnza to publicize his other ventures, printing brochures describing his business and the materials incorporated into the jewelry he sold. To further familiarize lodgers with his network of businesses, the brochure contained a map entitled "Interesting Places along U.S. 66." Included in the map were birdseye depictions locating the DeAnza and Wallace's four tradings posts as well as caricatures of El Morro National Monument and Zuni Pueblo (Slaney 1998: 12).



Map from Wallace's Travel Brochure

Wallace's success in promoting the DeAnza not simply as a tourist court but as a source for Indian jewelry and crafts resulted in its reputation as a gathering place for others involved in the manufacturing, trading and selling of Native American arts and crafts. With its location near the increasingly popular New Mexico State Fair grounds, the motel also attracted notable public figures. In the decade following World War II, as tourism expanded along Route 66, Wallace added to the original facility, expanding the number of units from 30 to 55 and finally to 67. In part these additions reflected the growth of automobile tourism along Route 66; in part they also reflected Wallace's efforts to keep pace with the changing norm of improved lodging along the roadside in the post-war decade. The decision to use cinder block in

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DeAnza Motor Lodge  
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the additions reflected cost and fire protection considerations as well as a desire to reduce the sounds transmitted from one room to another. Two buildings were added at the rear of the property, the Turquoise Room was added to the building at the southwestern front of the property, and, finally, a two-story addition extended the rear building on the island over the site of a former play ground. While some of the Spanish-Pueblo Revival details were removed, the sandstone masonry supports for the *porte cochere* addition and the Turquoise Room's portal, bearing the same dark russet characteristic of the masonry buildings in Zuni near where the stone was quarried, suggest that Wallace viewed these changes as improvements. Thus, within the period of significance the DeAnza Motor Lodge underwent changes to conform to the growing expectations of motorists traveling along Route 66.

The most interesting detail of the additions, one uncharacteristic of most motels along Route 66, was the excavation of a basement room below the two-story addition. Consisting of poured in place concrete, the basement was built as a utility room to house the lodge's new chilled water system. Its size, however, left a larger space that Wallace termed the "conference room" and used for meetings and banquets. To imbue it with a Zuni atmosphere as he had previously done with the motel's lobby, in the early 1950s Wallace hired Zuni artist Anthony Edaakie Sr. to paint murals along the north and east walls of the room. Regarded as an artist in "the old Zuni tradition," Edaakie, who frequently worked for Wallace as well as the Maisel family of traders, built his reputation with his brightly contrasting polychromatic depictions of *kachina* figures in felt, feathers, and watercolors (Dunn: 348). For the DeAnza, he depicted the winter *Shalako* ceremonial procession, the culminating event of the year-long Zuni ceremonial cycle. These figures constitute the only known Zuni images located in any motel along Route 66 in New Mexico. Depicted in a strikingly bright polychromatic motif, they are regarded by art historian J.J. Brody as representative of the traditional Zuni style of painting that began under teacher Clara Gonzalez in the Zuni school system in the 1920s (Brody).

During the late 1950s, as many of the pre-World War II motels along Route 66 were eclipsed by the advent of larger franchise motels and began to decline, the improvements that Wallace had made enabled the DeAnza to remain competitive. It remained listed as an American Automobile Association-approved accommodation until the early 1990s. Following Wallace's death in 1993, the motel was sold and then resold. Although it has fallen into some disrepair, the DeAnza remains recognized as one of the best remaining examples of a mid-20<sup>th</sup> century motel along Route 66 in New Mexico and remains closely associated with Wallace's widespread reputation as a leading Indian trader. A local community redevelopment group is working closely with the City of Albuquerque to preserve and rehabilitate the property and to interpret it as a site closely associated with the tourism and Indian trade along the highway.

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DeAnza Motor Lodge  
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### Boundary Description

Lots 1-17 of Block 4 of the Mesa Grande Addition.

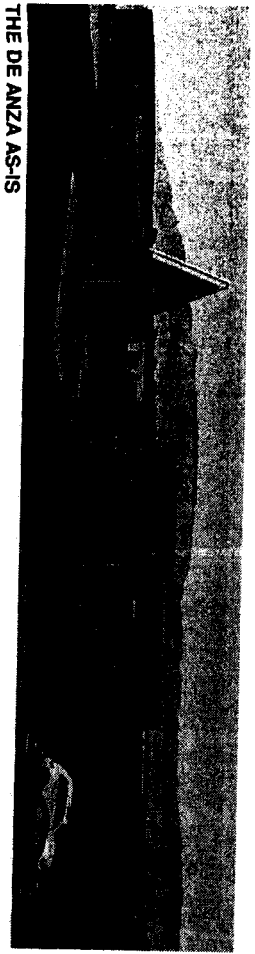
### Boundary Justification

The nominated property includes the entire parcel historically associated with the DeAnza Motor Lodge.

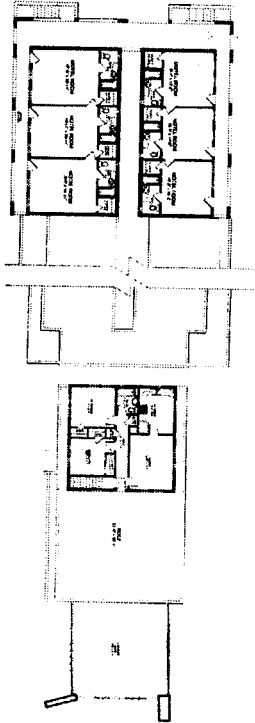
**Exhibit F.**

**Record Building (site and floor plans) Document**

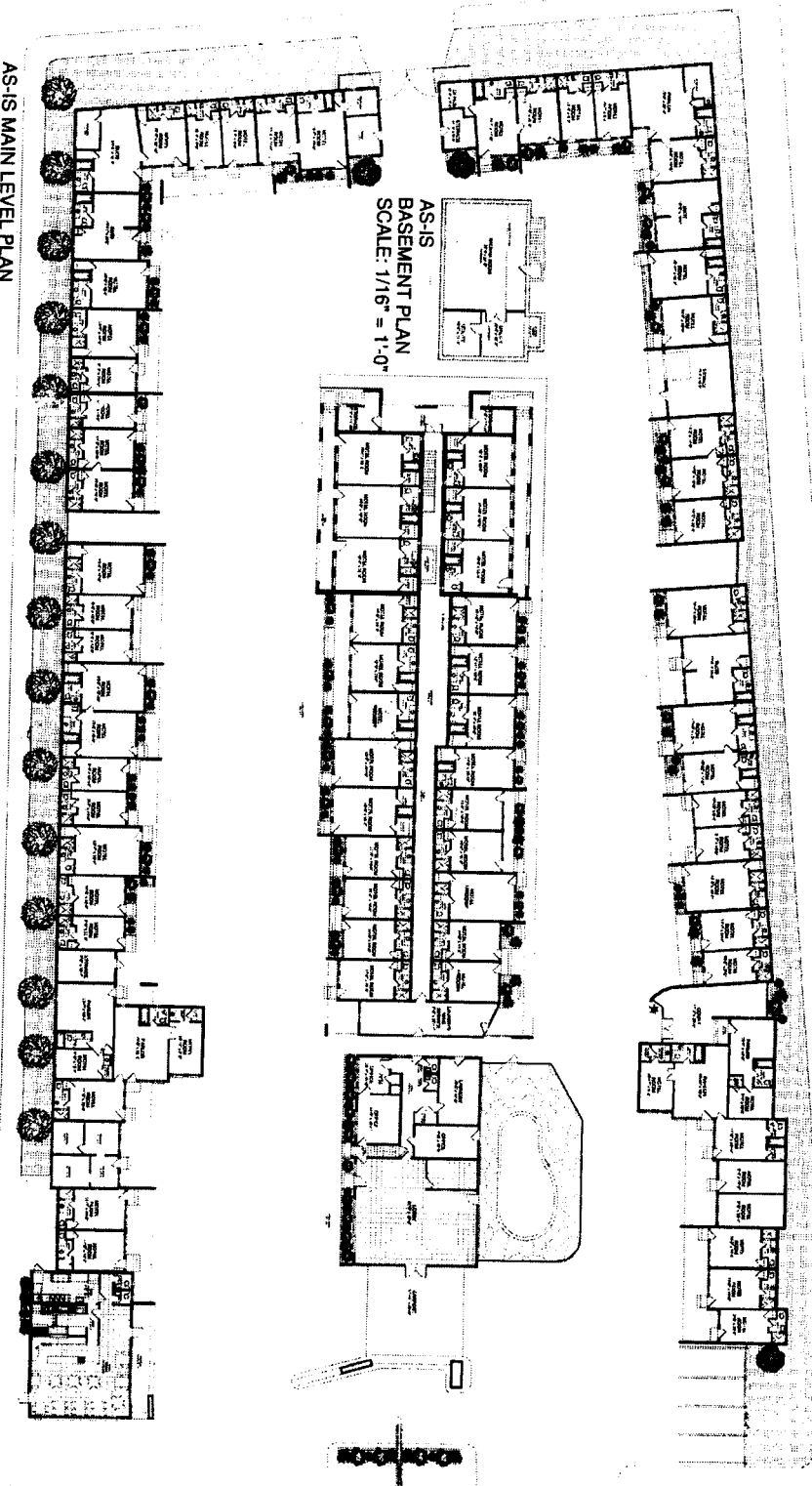




THE DE ANZA AS-IS



AS-IS SECOND LEVEL PLAN  
SCALE: 1/16" = 1'-0"



AS-IS MAIN LEVEL PLAN  
SCALE: 1/16" = 1'-0"

AS-IS BASEMENT PLAN  
SCALE: 1/16" = 1'-0"



REVISIONS	
1st	SCHOOL 02/20/2008
2nd	STUDIO-II 06/26/2008
3rd	STUDIO-III 08/05/2008
4th	STUDIO-III.K 08/17/08

**DE ANZA MOTEL  
PRESENTATION III.K**  
4301 CENTRAL AVE NE  
ALBUQUERQUE, NM

DATE: 08/05/2008  
DESIGNED BY: JAMES FENTON  
DRAWN BY: JAF  
MODELS BY: JAF



DESIGN BY  
**JAF CONCEPTS**  
ARCHITECTS  
SHEET NO.: 5/6