

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

[REDACTED]

SAVE THE ELENA GALLEGOS, A NEW MEXICO NONPROFIT CORPORATION,

Plaintiffs

v.

CITY OF ALBUQUERQUE, A NEW MEXICO MUNICIPAL CORPORATION,

Defendant.

**STIPULATED PERMANENT INJUNCTION AND ORDER ON PLAINTIFFS'  
COMPLAINT FOR DECLARATORY JUDGMENT, INJUNCTIVE RELIEF, AND  
VIOLATIONS OF THE INSPECTION OF PUBLIC RECORDS ACT**

This matter comes before the Court upon Plaintiff's Complaint for Declaratory Judgment, Injunctive Relief, and Violations of the Inspection of Public Records Act (the "Complaint"). The Court is advised that the parties have resolved their disputes in this lawsuit. *See* June 6, 2023 Joint Motion to Vacate Hearing. The Court is further advised that the parties have stipulated to the entry of this permanent injunction and to the dismissal of Plaintiffs' claims for declaratory judgment and injunctive relief with prejudice. Being so advised, the Court finds that it should enter this permanent injunction.

THE PARTIES hereby stipulate to the following terms:

DEFENDANT CITY OF ALBUQUERQUE (the “City”) agrees, as stated in the 1982 Warranty Deed conveying the Elena Gallegos Open Space from the Albuquerque Academy to the City of Albuquerque (the “Deed”), that the Elena Gallegos Open Space shall be used solely by the City as a City park.

The City shall limit use of the Park Property to passive recreation uses, which include only the installation, construction, maintenance and use of picnic benches, tables, shelters, barbecue grills, drinking water facilities, associated minor recreation facilities (such as volley ball or horseshoe pitching facilities), restrooms, access roads, parking lots, hiking trails, trail heads, a trailer or other residence for a residential caretaker, and electric power facilities associated with the specified uses, all as specifically designated by the City.

DEFENDANT CITY OF ALBUQUERQUE is hereby permanently enjoined from using the Elena Gallegos Open Space for any use not explicitly allowed by the Deed and from constructing any facility or improvement in the Elena Gallegos Open Space not explicitly allowed by the Deed.

PLAINTIFFS agree to dismiss their claims for declaratory judgment and injunctive relief.

ALL PARTIES shall be responsible for their own attorney’s fees and costs.

**IT IS THEREFORE ORDERED** that, per agreement on the above terms, the Parties stipulate to dismissal of the Plaintiffs’ claims for declaratory judgment and injunctive relief with prejudice.

**IT IS FURTHER ORDERED** that Plaintiffs’ claims for violations of the Inspection of Public Records Act remain pending.

**IT IS SO ORDERED.**

  
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Joshua A. Allison  
District Court Judge

This Order may deviate from the proposed form(s) of Order originally submitted.

Respectfully submitted,

SUTIN, THAYER & BROWNE  
A Professional Corporation

By: /s/ Wade L. Jackson  
Wade L. Jackson  
Attorneys for the Plaintiff  
P.O. Box 1945  
Albuquerque, New Mexico 87103  
(505) 883-2500  
[wlj@sutinfirm.com](mailto:wlj@sutinfirm.com)

**CITY OF ALBUQUERQUE**  
Lauren Keefe, City Attorney

Approval via email 6/15/23 WLJ  
Laura R. Callanan  
Assistant City Attorney  
P.O. Box 2248  
Albuquerque, NM 87103  
P: (505) 768-4500  
*Attorney for Defendant*