

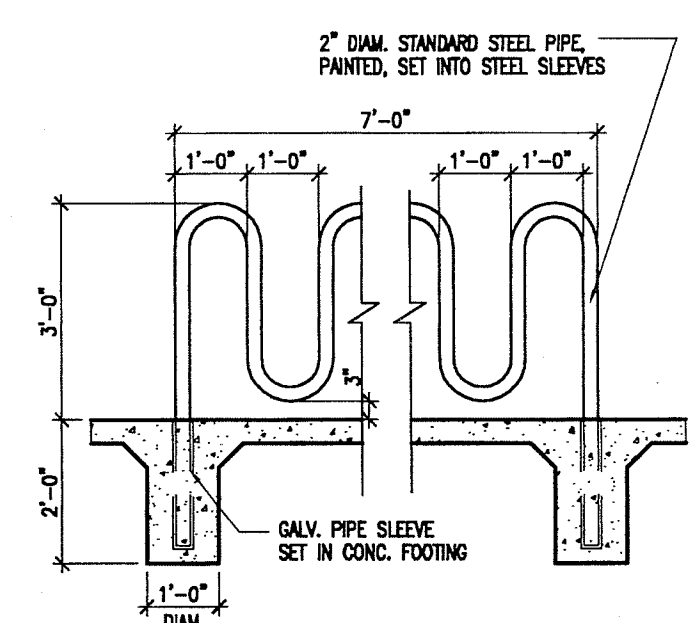
E5 VICINITY MAP D-17-Z
SCALE: N.T.S.

PROJECT NUMBER: **1000560**
APPLICATION NUMBER: **0628B-01023**

Is an Infrastructure List required? () Yes (X) No
If yes, then a set of approved DRB plans with a work order is required for any construction within Public Right-of-Way for construction of public improvements.

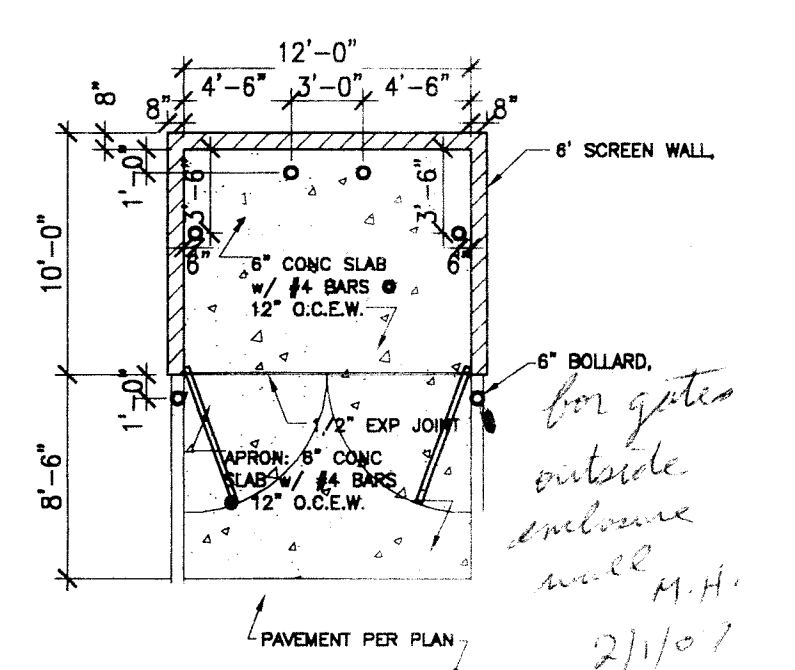
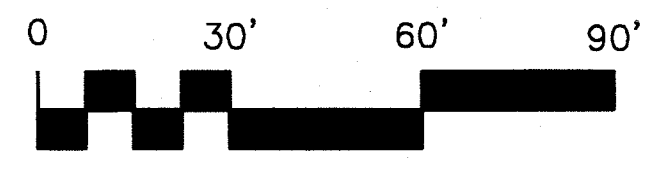
DRB SITE DEVELOPMENT PLAN APPROVAL:

<i>[Signature]</i> Traffic Engineering, Transportation Division	Date: 12-8-06 8/16/06
<i>[Signature]</i> Water Utility Department	Date: 8/16/06
<i>[Signature]</i> Parks and Recreation Department	Date: 8/16/06
<i>[Signature]</i> City Engineer	Date: 8/16/06
<i>[Signature]</i> N/A	Date: 8/16/06
*Environmental Health Department (conditional)	Date: 12/15/06
<i>[Signature]</i> Solid Waste Management	Date: 12/15/06
<i>[Signature]</i> DRB Chairperson, Planning Department	Date: 12/15/06

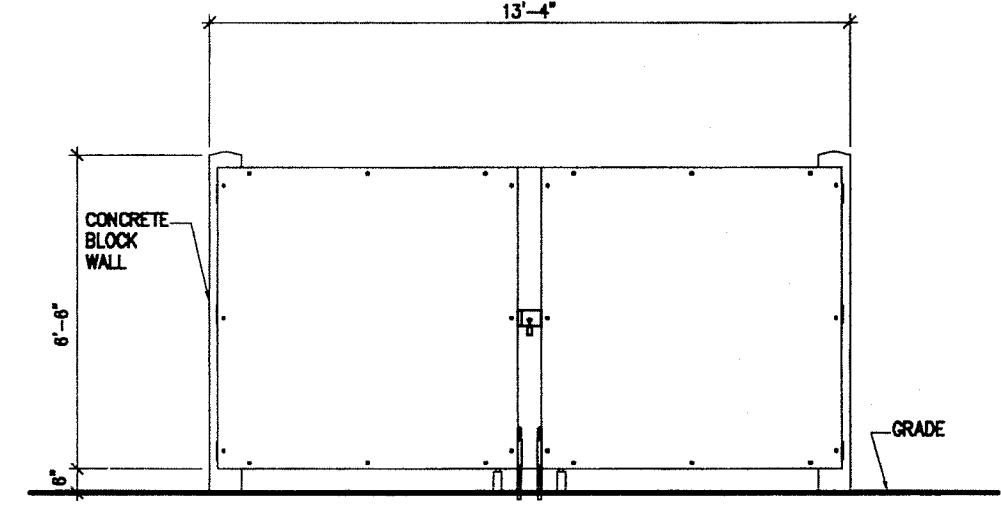


B5 7 SPACE BIKE RACK
SCALE: 3/8" = 1'-0"

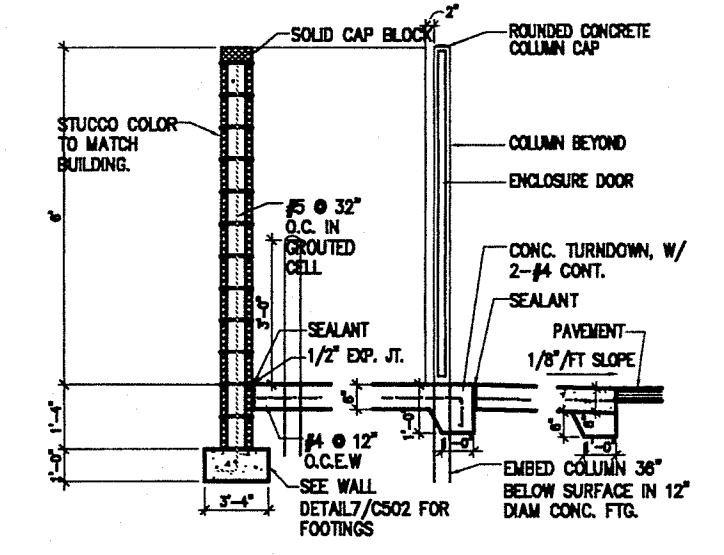
B1 SITE PLAN FOR BUILDING PERMIT
SCALE: 1" = 30'-0"



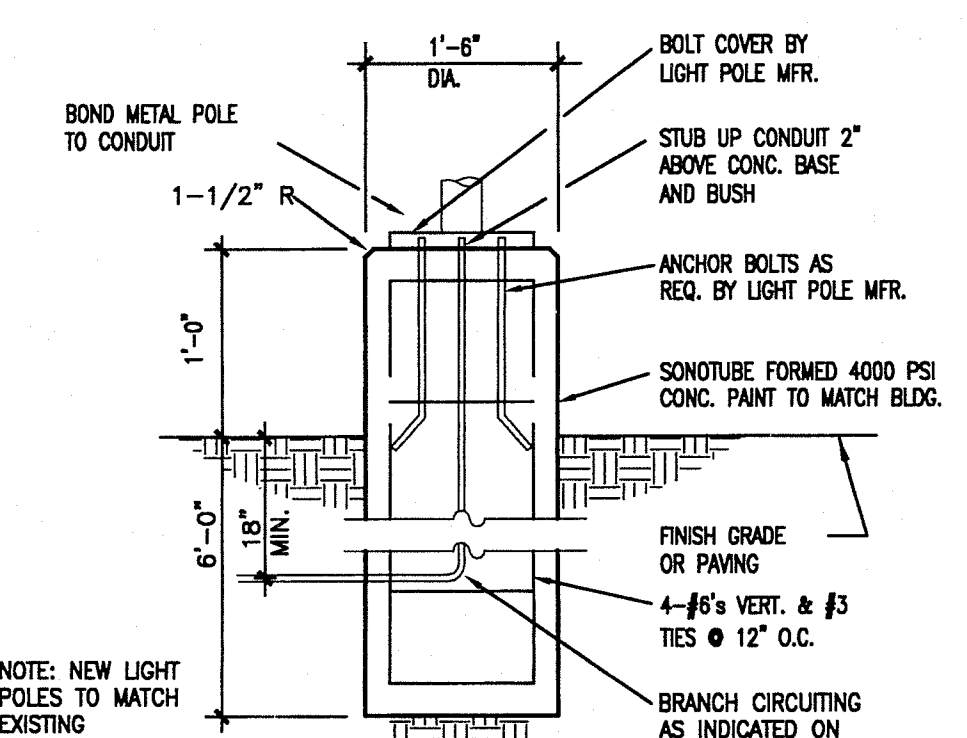
A1 TRASH ENCLOSURE PLAN
SCALE: 1/8" = 1'-0"



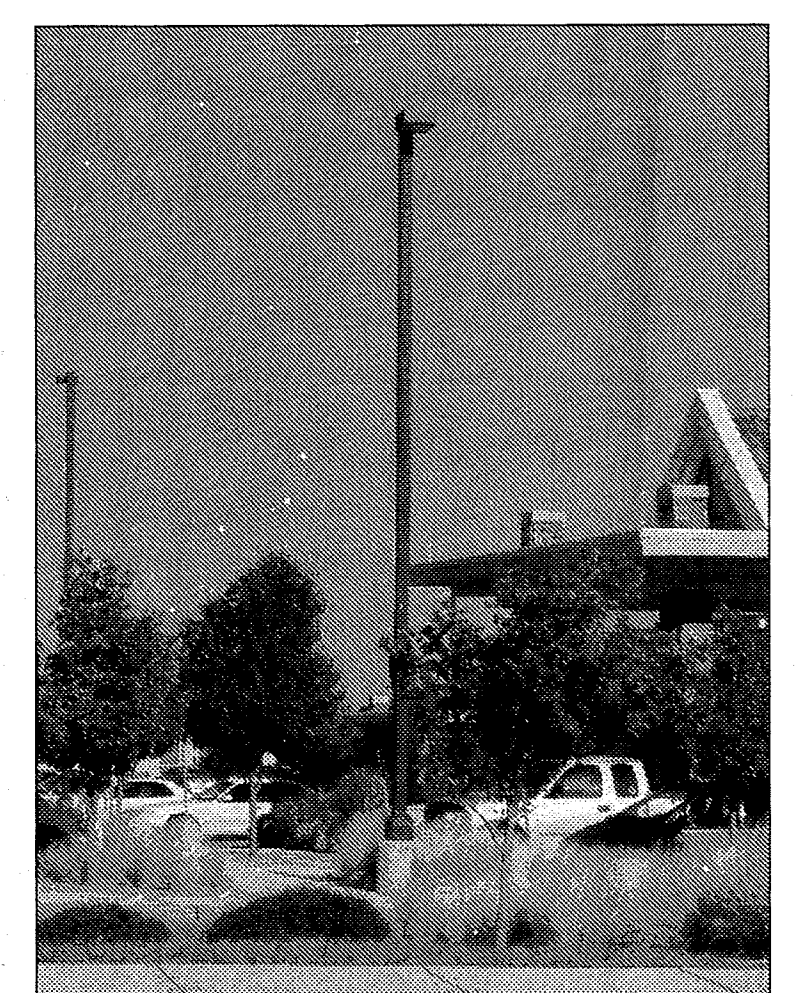
A2 TRASH ENCL. ELEVATION
SCALE: 1/4" = 1'-0"



A2 TRASH ENCLOSURE SECTION
SCALE: 1/4" = 1'-0"



A3 LIGHT POLE DETAIL
SCALE: 1/4" = 1'-0"

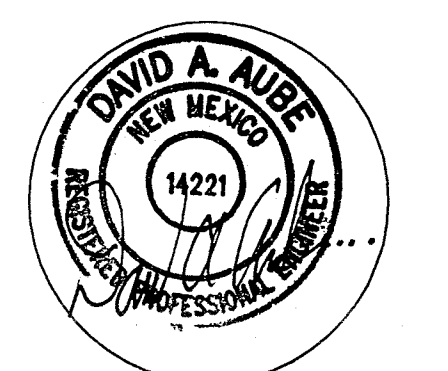


A4 EXISTING LIGHT POLE
SCALE: N.T.S.

TABULATED PARKING

	REQUIRED	EXISTING
REGULAR	302	TOTAL 171
HC	10	
VAN HC	2	
MOTORCYCLE	6	
TOTAL	320	
PROVIDED		
REGULAR	269	
COMPACT	63	
HC	8	
VAN HC	11	
MOTORCYCLE	6	
TOTAL	359	

A5 PARKING CALCS
SCALE: N.T.S.



3-16-06
THE DESIGN GROUP
ARCHITECTS - PLANNERS - INTERIOR DESIGN
202 CENTRAL AVENUE SE SUITE 200
ALBUQUERQUE, NEW MEXICO 87102
PHONE: 505.242.6880 FAX: 505.242.6881

PROJECT NAME:
**NM Cancer Center Addition/Remodel
4901 Lang Avenue NE
Albuquerque, New Mexico**

REVISIONS

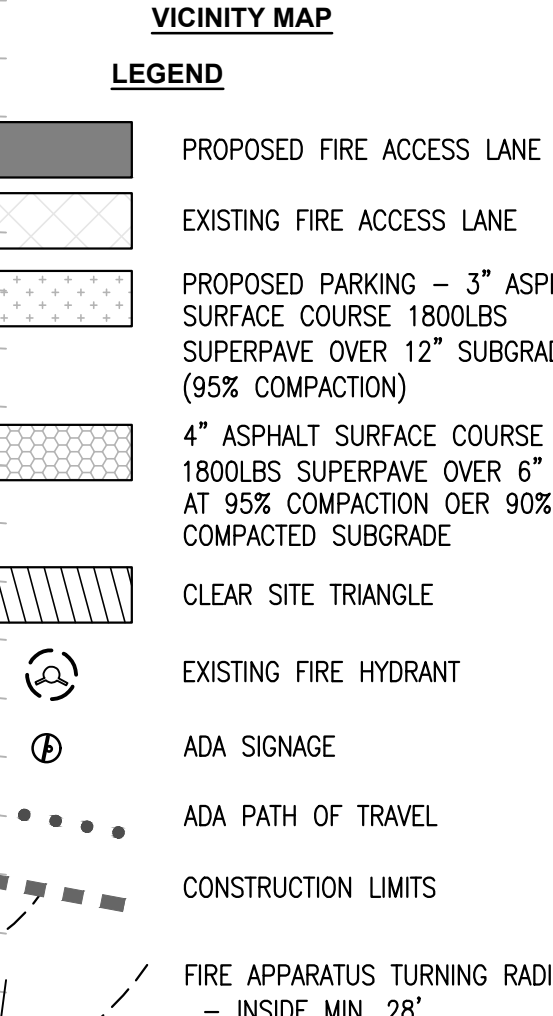
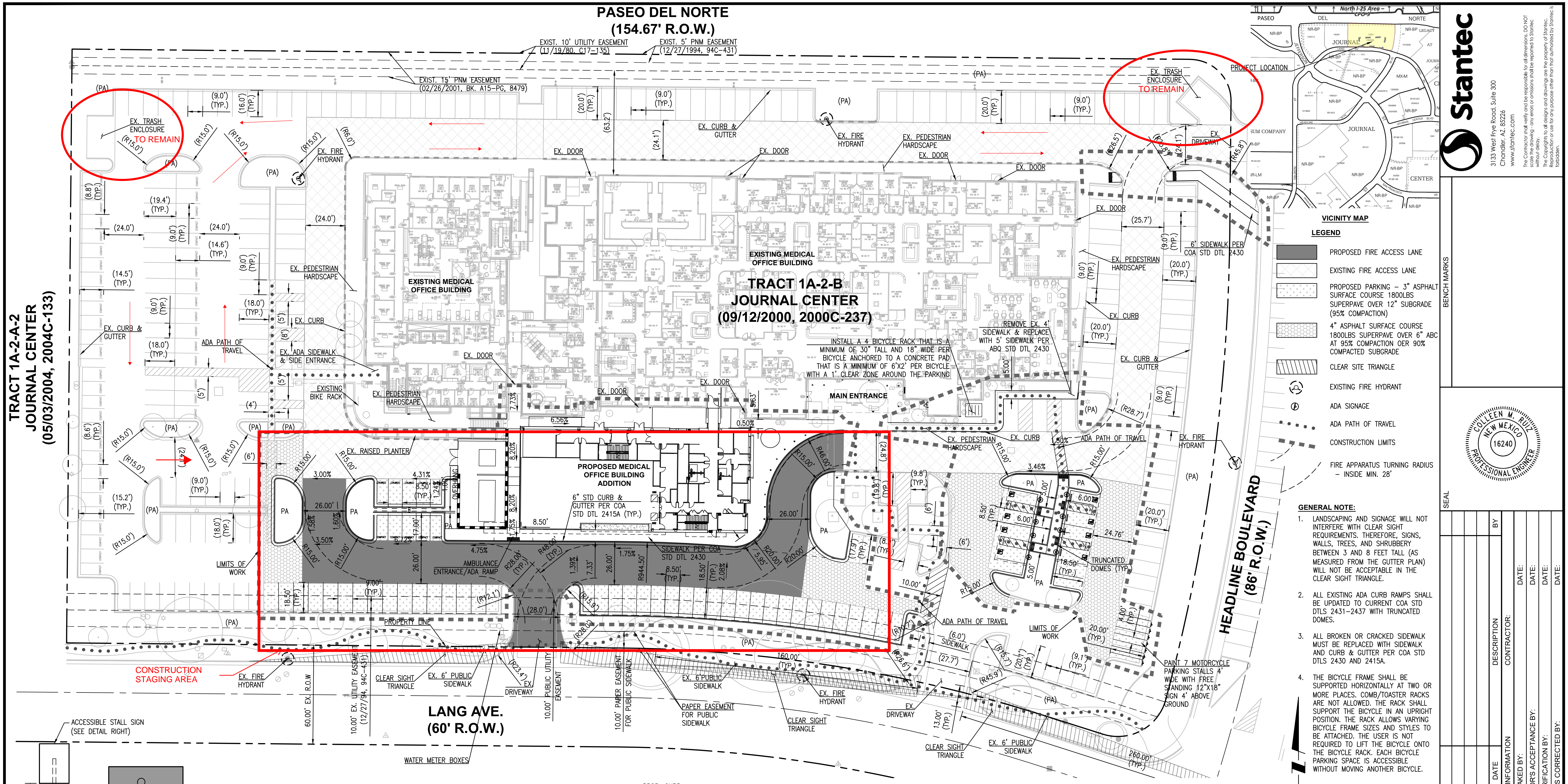
No.	DATE	DESCRIPTION

SHEET TITLE:
**DEVELOPMENT REVIEW BOARD
SITE PLAN
FOR BUILDING PERMIT**

DESIGNED: --- SCALE: 1/8" = 1'-0"
CHECKED: --- JOB NO: 2316
DATE: 07.14.06 COMP. FILE: File Name

A100





- LEGEND**
- PROPOSED FIRE ACCESS LANE
 - EXISTING FIRE ACCESS LANE
 - PROPOSED PARKING - 3" ASPHALT SURFACE COURSE 1800LBS SUPERPAVE OVER 12" SUBGRADE (95% COMPACTION)
 - 4" ASPHALT SURFACE COURSE 1800LBS SUPERPAVE OVER 6" ABC AT 95% COMPACTION OR 90% COMPACTED SUBGRADE
 - CLEAR SITE TRIANGLE
 - EXISTING FIRE HYDRANT
 - ADA SIGNAGE
 - ADA PATH OF TRAVEL
 - CONSTRUCTION LIMITS
 - FIRE APPARATUS TURNING RADIUS - INSIDE MIN. 28'
- GENERAL NOTE:**
- LANDSCAPING AND SIGNAGE WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PLAN) WILL NOT BE ACCEPTABLE IN THE CLEAR SIGHT TRIANGLE.
 - ALL EXISTING ADA CURB RAMPS SHALL BE UPDATED TO CURRENT COA STD DTLs 2431-2437 WITH TRUNCATED DOMES.
 - ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH SIDEWALK AND CURB & GUTTER PER COA STD DTLs 2430 AND 2415A.
 - THE BICYCLE FRAME SHALL BE SUPPORTED HORIZONTALLY AT TWO OR MORE PLACES. COMB/TOASTER RACKS ARE NOT ALLOWED. THE RACK SHALL SUPPORT THE BICYCLE IN AN UPRIGHT POSITION. THE RACK ALLOWS VARYING BICYCLE FRAME SIZES AND STYLES TO BE ATTACHED. THE USER IS NOT REQUIRED TO LIFT THE BICYCLE ONTO THE BICYCLE RACK. EACH BICYCLE PARKING SPACE IS ACCESSIBLE WITHOUT MOVING ANOTHER BICYCLE.

Stantec
3133 West Frye Road, Suite 300
Chandler, AZ 85226
www.stantec.com

The Contractor shall be responsible for all dimensions. DO NOT scale the drawing. Any errors or omissions shall be reported to Stantec without delay. The design and drawings are the property of Stantec. No reproduction or use for any purpose other than that authorized by Stantec is forbidden.

COLLEEN M. BROWN
NEW MEXICO
16240
PROFESSIONAL ENGINEER

DESIGNED BY:	AV	
DRAWN BY:	AV	
CHECKED BY:		
DATE:	6/17/2022	
NO.	DATE	BY
DESCRIPTION	CONTRACTOR	
AS-BUILT INFORMATION	INSPECTOR'S ACCEPTANCE BY:	
WORK STAKED BY:	FIELD VERIFICATION BY:	
	DRAWINGS CORRECTED BY:	

TRACT 1A-2-A-2
JOURNAL CENTER
(05/03/2004, 2004C-133)

HEADLINE BOULEVARD
(86' R.O.W.)

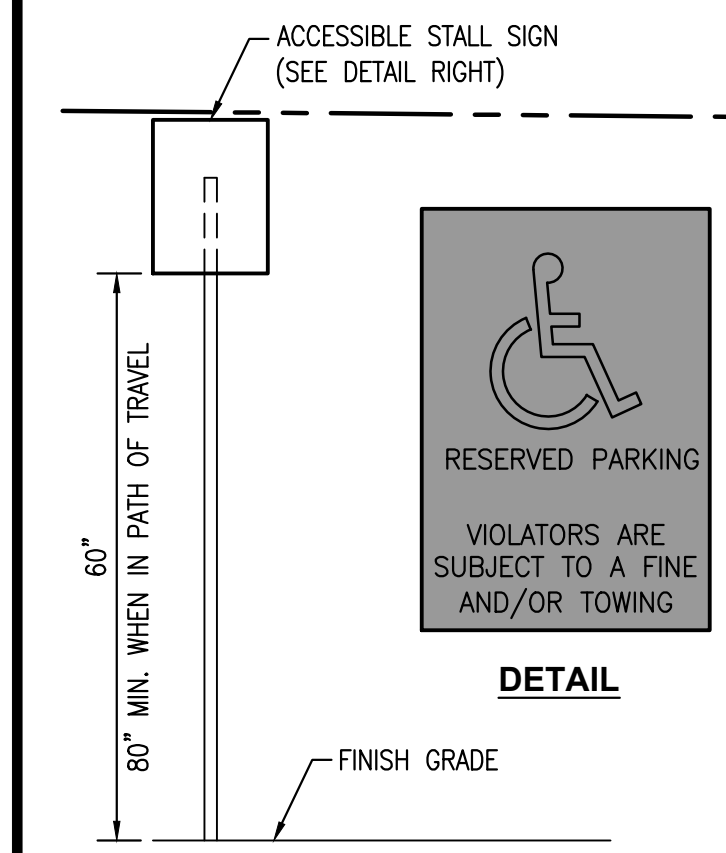
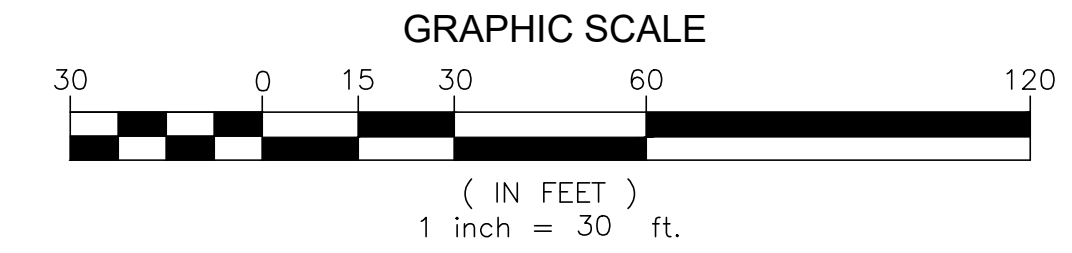
LANG AVE.
(60' R.O.W.)

TRACT 1A-2-B
JOURNAL CENTER
(09/12/2000, 2000C-237)

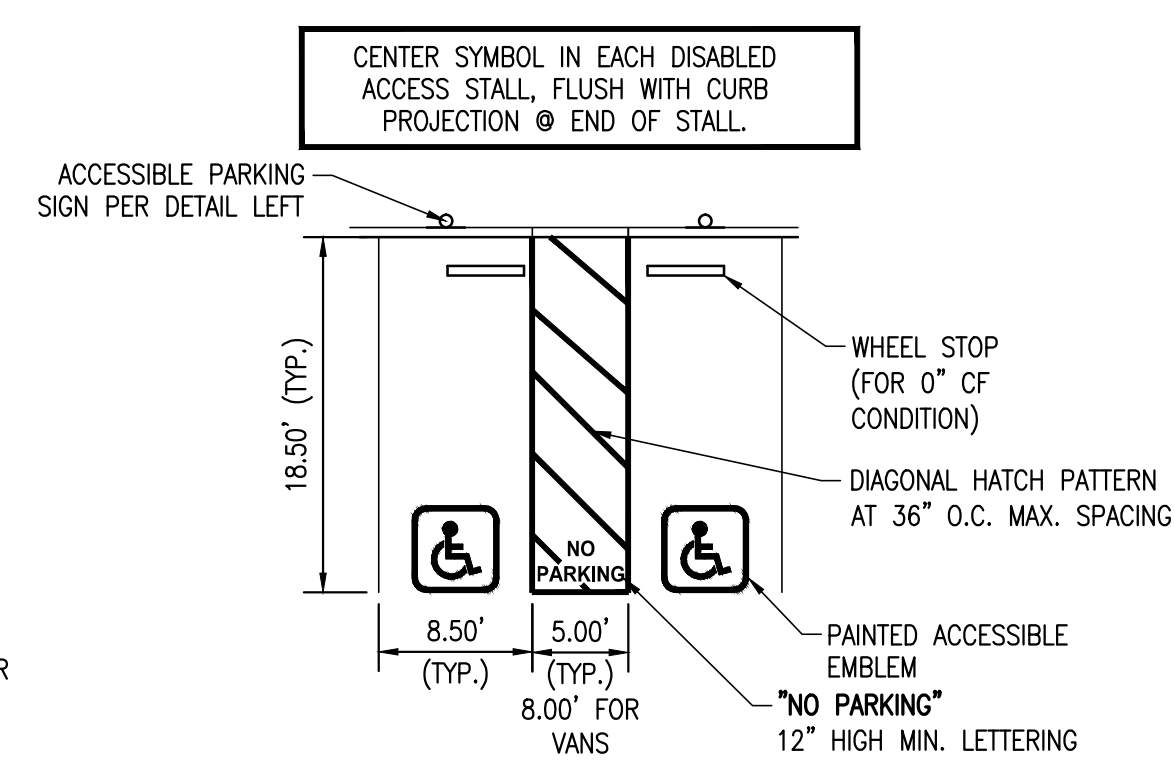
PARKING TABULATION

CAMPUS COMPONENT	BLDG AREA (S.F.)	REQUIRED PARKING STALLS	PARKING RATIO TO BLDG AREA
EXISTING CLINIC AND MOB	79,001 S.F.	320*	247
PROTON ADDITION	14,719 S.F.**	74	200
TOTAL	93,720 S.F.	394	
EXISTING STALLS PROVIDED ON-SITE	349	REQUIRED BICYCLE PARKING	4
STALLS LOST BY PROTON ADDITION	(55)	REQUIRED MOTORCYCLE PARKING	6
REVISED TOTAL ON-SITE	294		
NON-ADA STALLS	271		
ADA STALLS	23		
TOTAL REQUIRED BY IDO	394		
DELTA OF ON-SITE AND REQUIRED NON-ADA STALLS	100***		
	100		

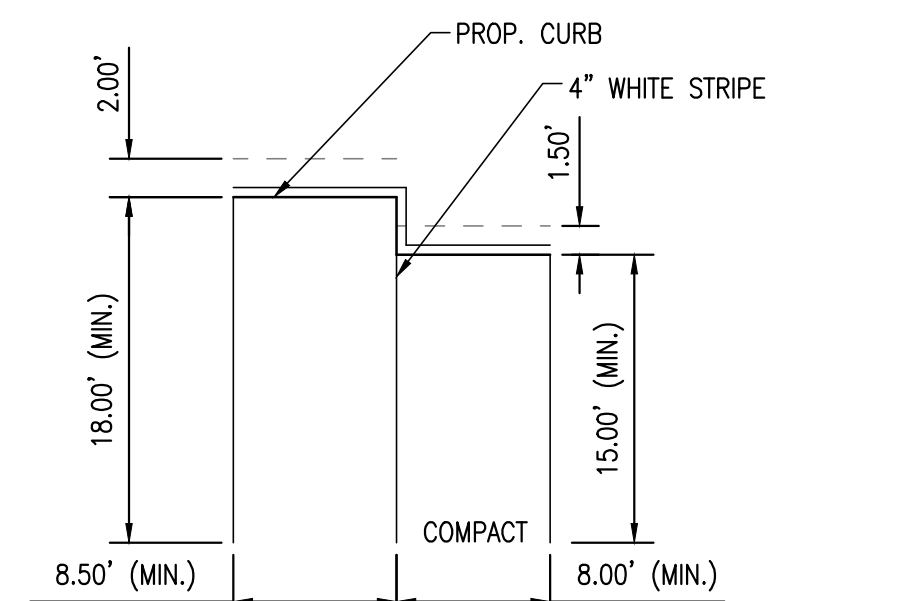
*PER APPROVED 2006 SITE PLAN - PROJECT NO. 1000560, APP NO. 06DRB-01023
**17,472 S.F. REDUCED BY 2,753 S.F. (REPRESENTS MASS CONCRETE AND NON-OCCUP. PROTON AREA)
***STALLS TO BE PROVIDED OFF-SITE BY OWNER



ACCESSIBLE SIGN C



ACCESSIBLE PARKING STALLS B



PARKING STALLS A



CITY OF ALBUQUERQUE
DEPARTMENT OF MUNICIPAL DEVELOPMENT
ENGINEERING DIVISION

SOLID WASTE PLAN

DESIGN REVIEW COMMITTEE CITY ENGINEER APPROVAL ZONE MAP NO. D-17-Z
CITY PROJECT NO. XXXXXX
SHEET NO. C-102

PLOT SET - 6/17/2022

+

PARKING TABULATION

<u>Campus Component</u>	<u>Bldg. Area (S.F.)</u>	<u>Required Parking Stalls</u>	<u>Parking Ratio to Bldg. Area</u>
Existing Clinic and MOB	79,001	320*	1/247
Proton Addition	14,719 **	74	1/200
Total	93,720	394	
Journal Center Employment Center 20% Parking Reduction		(78)	
Revised Total		316	
Existing Stalls Provided On-site		349	Required Bike - 4
Stalls lost by Proton Addition		(55)	Required Motorcycle - 6
Revised Total On-site		294	Provided Bike - 4
Non-ADA Stalls		271	Provided Motorcycle - 7
ADA Stalls		21	
Van Accessible ADA Stalls		2	
Total Required by IDO		316	
Delta of On-site and Required		22***	
Non-ADA Stalls		22	

* Per Approved 2006 Site Plan – Project No. 1000560, App. No. 06DRB-01023

**17,472 S.F. reduced by 2,753 S.F. (area of mass concrete and un-occupied proton equipment)

***Stalls to be provided Off-site by Owner

PARKING LEASE

This PARKING LEASE ("Lease") is given this 1st day of October, 2022 ("Effective Date"), by and between TITAN JOURNAL CENTER HOTEL, LLC, a New Mexico limited liability company ("Owner") and NEW MEXICO CANCER CENTER, LLC, a New Mexico limited liability company ("NMCC"). Owner and NMCC are collectively referred to herein as the "Parties".

WHEREAS, Owner is the fee simple owner of that certain real property located at 5151 Journal Center Blvd. NE, Albuquerque, NM 87109 (the "Hotel Property");

WHEREAS, Intermountain Management, LLC, a Louisiana limited liability company (the "Hotel Operator") currently operates and manages the Hotel Property on behalf of the Owner;

WHEREAS, NMCC is the fee simple owner of that certain real property within the near vicinity of the Hotel Property, more particularly described as follows (the "NMCC Property"):

Tract 1A-2-B-1 of Journal Center, Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on May 31, 2005, in Plat Book 2005C, Page 179, as Document No. 2005076666;

WHEREAS, NMCC will undertake a construction project of a proton center on its NMCC Property (the "Project") and seeks to obtain access to and use of a certain portion of the Hotel Property as employee parking to serve the Project.

WHEREAS, Owner has agreed to lease to NMCC, a temporary, non-exclusive right to use a certain portion of the Hotel Property for the specific and limited purpose of NMCC employee parking.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Owner, the adequacy and receipt of which are hereby acknowledged, Owner and NMCC agree as follows:

1. **Parking.** Owner hereby grants and establishes a non-exclusive lease to NMCC for fifty (50) designated parking spaces on the Hotel Property as initially depicted and labelled on the attached Exhibit "A" and made apart hereof (the "Lease Parking Area"), or upon such other areas on the Hotel Property as may be designated solely by Owner from time to time, for the purpose of accommodating NMCC employee parking. The number of parking spaces granted by this Lease may be amended by the Parties upon mutual written agreement thereof.

2. **Term.** This Lease shall commence upon the Effective Date and automatically terminate on September 30, 2027 (the "Term"), unless otherwise terminated in accordance with Section 4 below. The Term of this Lease may be extended upon written mutual agreement of the Parties.

3. Fee. Upon Lease Commencement, Owner shall be paid One Thousand Two Hundred Fifty and 00/100 Dollars (\$1,250.00) per month, plus applicable taxes, throughout the Term of this Lease. Payment shall be made on the first day of each month, in a manner reasonably established by Owner. The first and last payments shall be prorated if commencement or termination of this Lease do not occur on the first day of the month. If NMCC fails to make its monthly payment after the fifth day of the month, NMCC shall be considered to have defaulted on this Lease, and Owner may, at its sole discretion, unilaterally terminate and revoke this Lease upon thirty (30) days' notice thereof to NMCC.

4. Notice of Termination. Owner may, at its sole and absolute discretion, terminate this Lease for any reason upon thirty (30) days after Owner's delivery of a notice of termination ("Notice of Termination") to NMCC. In the event of a party's default, this Lease shall terminate upon thirty (30) days after the non-defaulting party's delivery of such Notice of Default. This Lease may be terminated by NMCC upon thirty (30) days' notice should NMCC be unable to construct the Project.

5. Use of the Lease Parking Area. NMCC, its agents, invitees, and its users of the Lease Parking Area shall exercise ordinary care during use of the Lease Parking Area, without any unreasonable interference, interruption, or restriction of the current business operations or activities located at the Hotel Property. The following may not be parked or stored within Lease Parking Area or Hotel Property, unless authorized in writing by the Owner, or is otherwise exempted by New Mexico law:

- a. All trailers (including but not limited to camping trailers and boat trailers), boats or other motorcraft and accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked as a temporary expedience for loading, delivery of goods or services, or emergency.
- b. Abandoned, unlicensed, or inoperable automobiles or vehicles of any kind. An abandoned or inoperable vehicle may be defined by rule or regulation adopted by the Owner.
- c. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle may be performed or conducted within Lease Parking Area or Hotel Property.
- d. If any vehicle is parked on any portion of the Lease Parking Area or Hotel Property in violation of this Section, Owner or Hotel Operator may place a notice on the vehicle specifying the nature of the violation and stating that after seventy-two (72) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the main lobby of the NMCC office stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If, after 72 hours, such notice is placed on the vehicle the violation continues

or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

- e. If a vehicle is towed or booted in accordance with this subparagraph, neither the Owner nor the Hotel Operator, nor any officer or agent of the Owner or Hotel Operator, shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary in this Section, the Owner may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

6. No Duty of Owner. NMCC acknowledges and accepts the Lease Parking Area in an "as-is" condition, and neither Owner nor Hotel Operator shall have any obligation or duty to make repairs or provide maintenance, improvements, security, monitoring, or lighting for the benefit of NMCC during the Term. Likewise, NMCC acknowledges and agrees neither Owner nor Hotel Operator shall be held liable for damages incurred by NMCC users of the Lease Parking Area caused by third parties, including patrons and invitees of the Hotel Property.

7. Non-Exclusive Use. NMCC acknowledges the non-exclusive nature of this Lease, and further acknowledges Owner may sell, lease, transfer, or convey the Hotel Property to a third-party purchaser, lessor, or other transferee, or may engage a different hotel management company as its operator during the Term of this Lease. Likewise, Owner may assign, transfer, or convey its rights and obligations in and to this Agreement. NMCC shall not restrict the public's or the Hotel Operator's access to and use of the Hotel Property.

8. Hazardous Materials and Property Condition. NMCC shall not store any hazardous materials (as defined under federal, state, or local environmental laws, ordinances or regulations) on the Hotel Property. During the Term, NMCC, its agents, invitees, and users of the Lease Parking Area shall not materially alter, modify, or damage the Lease Parking Area or Hotel Property. In the event such damage or material alteration is caused to the Lease Parking Area or Hotel Property, NMCC shall reimburse Owner or Hotel Operator for actual costs incurred for the repair/restoration work within ten (10) days after NMCC's receipt of the request for reimbursement.

9. Liens. NMCC shall not permit or allow any lien against the Hotel Property. In the event a lien is recorded against the Hotel Property, or any portion thereof, NMCC shall, within fifteen (15) days of such recording, cause the release of such lien at NMCC's sole cost and expense. NMCC's violation of this provision shall be considered a default of this Lease.

10. Insurance. NMCC shall procure and maintain in full force and effect for the duration of this Lease, liability, personal and property damage, auto and bodily injury insurance with a minimum of \$3,000,000.00 for each occurrence, and \$5,000,000.00 comprehensive general liability insurance. NMCC shall carry the statutory limit of workers compensation. NMCC shall provide a current Certificate of Insurance evidencing the same, to Owner upon execution of this Lease. Owner and Hotel Operator shall both be named as an additional insured on policies required by this Lease, as appropriate.

11. Indemnity. NMCC and any contractor hired by it performing the construction shall save and hold harmless, protect and indemnify Owner and Hotel Operator, its successors, assigns, affiliates, officers, directors, employees and agents, from and against any and all liabilities, liens, obligations, damages, penalties, claims of any kinds, causes of action, costs, charges and expenses, including attorney's fees, court costs, and expert witness fees, by reason of any negligence or willful misconduct or breach of this Lease and any occurrence or accident arising from or relating in any manner whatsoever to NMCC's use of the Hotel Property, or other acts or omissions arising out of NMCC's use of the Hotel Property. NMCC shall, at NMCC's sole cost and expense, promptly defend such claim or action.

12. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New Mexico.

13. No Recordation. This Lease shall not be recorded unless otherwise elected by Owner, and this Lease does not and shall not constitute an easement or possessory or other interest in real property; instead, this Lease only constitutes contractual permission to enter and utilize the Hotel Property in accordance with and subject to the terms of this Lease. NMCC's violation of this provision shall constitute a default of the terms of this Lease.

14. Miscellaneous. In case any of the provisions contained in this Lease for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Lease may be amended, altered, released or revoked only by written agreement between the Parties hereto or their heirs, assigns or successors-in-interest.

15. Counterparts. This Lease may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date set forth above.

OWNER:

TITAN JOURNAL CENTER HOTEL, LLC
a New Mexico limited liability company

By: Titan Journal Center Hotel Management,
LLC, its Manager

By: Titan Property Management, LLC,
its Manager

By: 

Ben F. Spencer, Manager

NMCC:

NEW MEXICO CANCER CENTER, LLC
a New Mexico limited liability company

By: 

Barbara McAneny, its CEO

CONSENT

Hotel Operator hereby consents to the making of this Lease and agrees to its terms, and further agrees its consideration for this Lease, if any, is established by that certain Management Agreement, dated October 28, 2021.

INTERMOUNTAIN MANAGEMENT, LLC
a Louisiana limited liability company

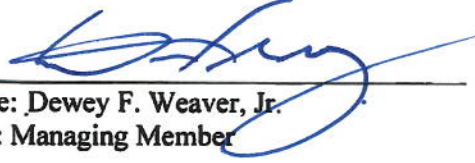
By: 
Name: Dewey F. Weaver, Jr.
Title: Managing Member

EXHIBIT "A"

**HOTEL PROPERTY
Designated Parking Spaces**

[see attached]