

CITY OF ALBUQUERQUE

PLANNING DEPARTMENT – Development Review Services



April 30, 2014

Lawrence D. Read, P.E.
Larry Read & Associates, Inc
2430 Midtown Suite C
Albuquerque, NM 87107

Richard J. Berry, Mayor

**RE: Partial Pond Recovery and Relocation, 6500 Alameda Blvd. NE
Grading Plan For Grading Permit
Engineer's Stamp Date 4-23-2014 (File: C18D079)**

Dear Mr. Read:

Based upon the information provided in your submittal received 4-23-14, the above referenced plan is approved for Grading Permit with the following comments:

- On the title sheet, correct the Existing Conditions narrative as it is partially unreadable.
- On the title sheet, correct the Developed Condition narrative to state that pond is to contain flows from Lot 11 only.
- Also, it would be helpful to include the Lot No.'s in the Vicinity Map referenced in the narratives.

This project requires a Topsoil Disturbance Permit for disturbing $\frac{3}{4}$ of an acre or more.

If you have any questions, you can contact me at 924-3695.

Sincerely,

Rita Harmon, P.E.
Senior Engineer, Planning Dept.
Development Review Services

Orig: Drainage file
c.pdf: via Email: Recipient, Tim Sims, Monica Ortiz

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: PARTIAL POND RECOVERY and RELOCA
DRB #: _____ EPC#: _____

ZONE MAP/DRG. FILE #: C-18/D079
WORK ORDER#: _____

LEGAL DESCRIPTION: Lot 11, Block 29, Unit B NAA
CITY ADDRESS: 6500 Alameda Blvd, NE

ENGINEERING FIRM: LARRY READ & ASSOCIATES, INC
ADDRESS: 2430 Midtown Suite C
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: LARRY READ
PHONE: 237-8421
ZIP CODE: 87107

OWNER: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

ARCHITECT: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

SURVEYOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, **REQUIRES TCL or equal**
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☒ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

CHECK TYPE OF APPROVAL SOUGHT:

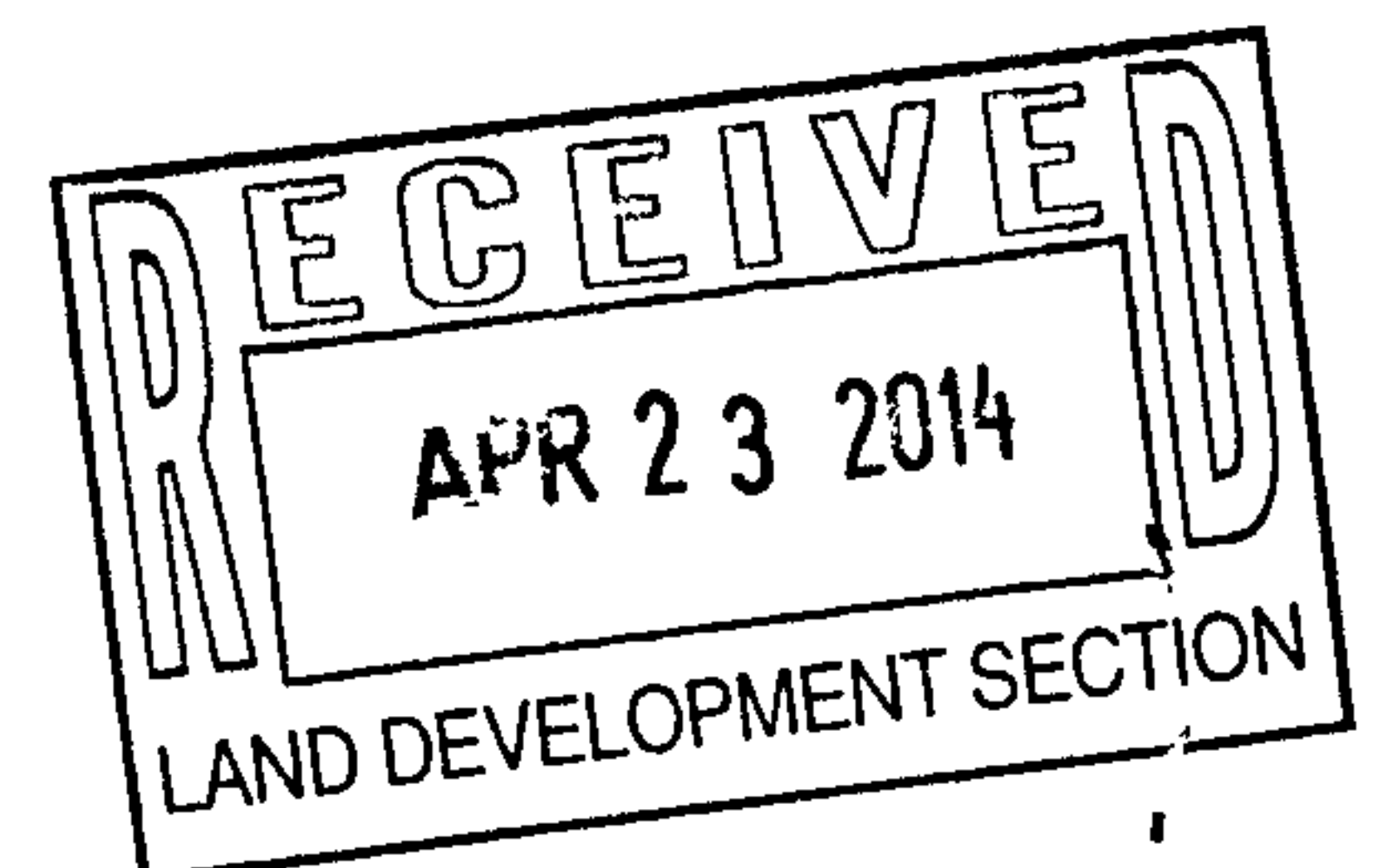
- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY (PERM.)
- ☐ CERTIFICATE OF OCCUPANCY (TEMP.)
- ☒ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☒ NO
- ☐ COPY PROVIDED

DATE SUBMITTED: April 23, 2014

BY: Larry D. Read, PE



Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.

CITY OF ALBUQUERQUE



April 26, 2012

Lawrence D. Read, P.E.
Larry Read & Associates, Inc
2430 Midtown Suite C
Albuquerque, NM 87107

Re: Partial Pond Recovery/Construction Yard, 6500 Alameda Blvd. NE
Grading and Drainage Plan
Engineer's Stamp Date 04-25-2013 (C-18/D079)

Dear Mr. Read,

Based upon the information provided in your submittal received 04-25-13, the above referenced plan is approved for Grading Permit. Upon completion of the project, please provide an Engineer Certification for our files.

PO Box 1293

If you have any questions, you can contact me at 924-3695.

Albuquerque

Sincerely,

NM 87103

Shahab Biazar, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

www.cabq.gov

C: Email

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: PARTIAL POND RECOVERY/CONSTRUCTION YARD ZONE MAP/DRG. FILE #: C-18/D079
DRB #: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: Lot 11, Block 29, Unit B NAA
CITY ADDRESS: 6500 Alameda Blvd, NE

ENGINEERING FIRM: LARRY READ & ASSOCIATES, INC
ADDRESS: 2430 Midtown Suite C
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: LARRY READ
PHONE: 237-8421
ZIP CODE: 87107

OWNER: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

ARCHITECT: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

SURVEYOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

*I have the
File
Shahab*

CHECK TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, **REQUIRES TCL or equal**
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☒ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

CHECK TYPE OF APPROVAL SOUGHT:

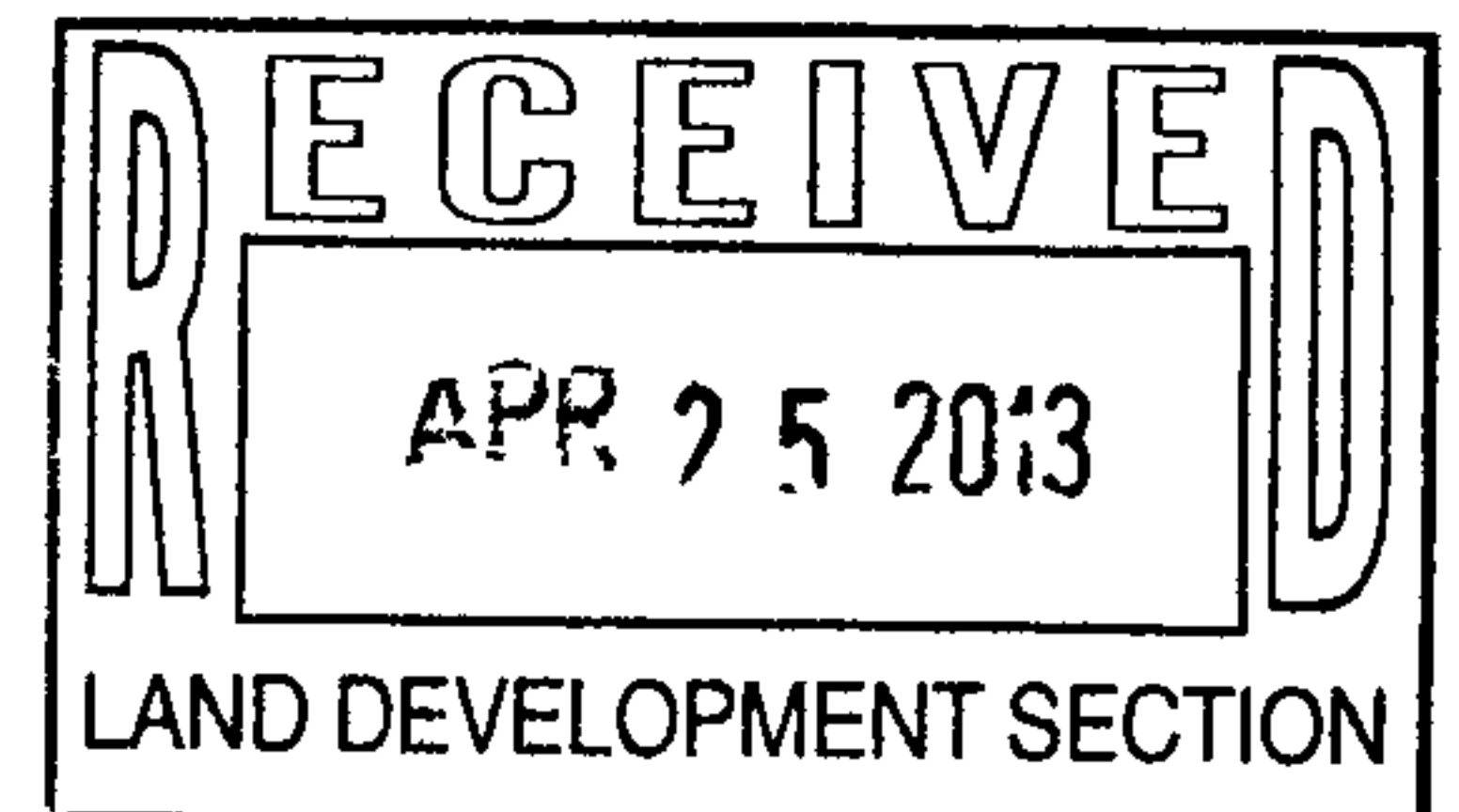
- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY (PERM.)
- ☐ CERTIFICATE OF OCCUPANCY (TEMP.)
- ☒ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☒ NO
- ☐ COPY PROVIDED

DATE SUBMITTED: April 25, 2013

BY: Larry D. Read, PE



Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5)

acres

DRAINAGE BASINS

SUB-BASIN	AREA (SF)	AREA (AC-FT)	AREA (MI²)
BASIN D	36154.8	0.83000	0.001123

$$E = \frac{EA(AA) + EB(AB) + EC(AC) + ED(AD)}{AA + AB + AC + AD}$$

$$V-360 = E (AA + AB + AC + AD)$$

$$V-10 \text{ Day} = V-360 + AD (P-10 \text{ Day} - P-360) / 12 \text{ in/ft}$$

EA = 0.66
 EB = 0.92
 EC = 1.29
 ED = 2.36

AA = 0.00%
 AB = 0.00%
 AC = 100.00%
 AD = 0.00%

P-60 = 2.14
 P-360 = 2.60
 P-1440 = 3.10
 P-10 Day = 4.90

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E = 1.2900 IN
V-360 = 0.0892 AC-FT
AD = 0.0000 AC
V-10 Day = 0.0892 AC-FT
V-10 DAY = 3,886.64 CF

DRAINAGE BASINS

SUB-BASIN	AREA (SF)	AREA (AC-FT)	AREA (MI ²)
BASIN C	4791.6	0.11000	0.001123

$$E = \frac{EA(AA) + EB(AB) + EC(AC) + ED(AD)}{AA + AB + AC + AD}$$

$$V-360 = E (AA + AB + AC + AD)$$

$$V-10 \text{ Day} = V-360 + AD (P-10 \text{ Day} - P-360) / 12 \text{ in/ft}$$

$$EA = 0.66$$

$$EB = 0.92$$

$$EC = 1.29$$

$$ED = 2.36$$

$$AA = 0.00\%$$

$$AB = 0.00\%$$

$$AC = 100.00\%$$

$$AD = 0.00\%$$

$$P-60 = 2.14$$

$$P-360 = 2.60$$

$$P-1440 = 3.10$$

$$P-10 \text{ Day} = 4.90$$

Shahab's
Calc

$$E = 1.2900 \quad \text{IN}$$

$$V-360 = 0.0118 \quad \text{AC-FT}$$

$$AD = 0.0000 \quad \text{AC}$$

$$V-10 \text{ Day} = 0.0118 \quad \text{AC-FT}$$

$$V-10 \text{ DAY} = 515.10 \quad \text{CF}$$

DRAINAGE BASINS

SUB-BASIN	AREA (SF)	AREA (AC-FT)	AREA (MI ²)
BASIN B	69260.4	1.59000	0.001123

$$E = \frac{EA(AA) + EB(AB) + EC(AC) + ED(AD)}{AA + AB + AC + AD}$$

$$V-360 = E (AA + AB + AC + AD)$$

$$V-10 \text{ Day} = V-360 + AD (P-10 \text{ Day} - P-360) / 12 \text{ in/ft}$$

EA =	0.66
EB =	0.92
EC =	1.29
ED =	2.36
AA =	0.00%
AB =	13.00%
AC =	13.00%
AD =	74.00%

P-60 =	2.14
P-360 =	2.60
P-1440 =	3.10
P-10 Day =	4.90

Shahab's
Che.

E =	2.0337	IN
V-360 =	0.2695	AC-FT
AD =	1.1766	AC
V-10 Day =	0.4950	AC-FT
V-10 DAY =	21,561.34	CF

DRAINAGE BASINS

SUB-BASIN	AREA (SF)	AREA (AC-FT)	AREA (MI ²)
BASIN A	263102.4	6.04000	0.001123

$$E = \frac{EA(AA) + EB(AB) + EC(AC) + ED(AD)}{AA + AB + AC + AD}$$

$$V-360 = E (AA + AB + AC + AD)$$

$$V-10 \text{ Day} = V-360 + AD (P-10 \text{ Day} - P-360) / 12 \text{ in/ft}$$

$$EA = 0.66$$

$$EB = 0.92$$

$$EC = 1.29$$

$$ED = 2.36$$

$$AA = 0.00\%$$

$$AB = 89.00\%$$

$$AC = 0.00\%$$

$$AD = 11.00\%$$

$$P-60 = 2.14$$

$$P-360 = 2.60$$

$$P-1440 = 3.10$$

$$P-10 \text{ Day} = 4.90$$

$$E = 1.0784 \quad \text{IN}$$

$$V-360 = 0.5428 \quad \text{AC-FT}$$

$$AD = 0.6644 \quad \text{AC}$$

$$V-10 \text{ Day} = 0.6701 \quad \text{AC-FT}$$

$$V-10 \text{ DAY} = 29,191.21 \quad \text{CF}$$

Shahab's
Chc

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Kingdom Hall Jehovah's Witnesses
DRB #: _____ EPC#: _____

ZONE MAP/DRG. FILE #: C-18/D079
WORK ORDER#: _____

LEGAL DESCRIPTION: Lots 12 and 21, Block 29, Unit B NAA
CITY ADDRESS: 6509 Signal Avenue, NE

ENGINEERING FIRM: LARRY READ & ASSOCIATES, INC
ADDRESS: 2430 Midtown Suite C
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: LARRY READ
PHONE: 237-8421
ZIP CODE: 87107

OWNER: Desert Hills Congregation Jehovah's Witnesses
ADDRESS: 6815 Forest Hills Drive NE
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: Jeff Howell
PHONE: 321-7632
ZIP CODE: 87109

ARCHITECT: Jeff Howell
ADDRESS: 6815 Forest Hills Drive NE
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: Jeff Howell
PHONE: 321-7632
ZIP CODE: 87109

SURVEYOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, **REQUIRES TCL or equal**
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☒ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☒ CERTIFICATE OF OCCUPANCY (PERM.)
- ☐ CERTIFICATE OF OCCUPANCY (TEMP.)
- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

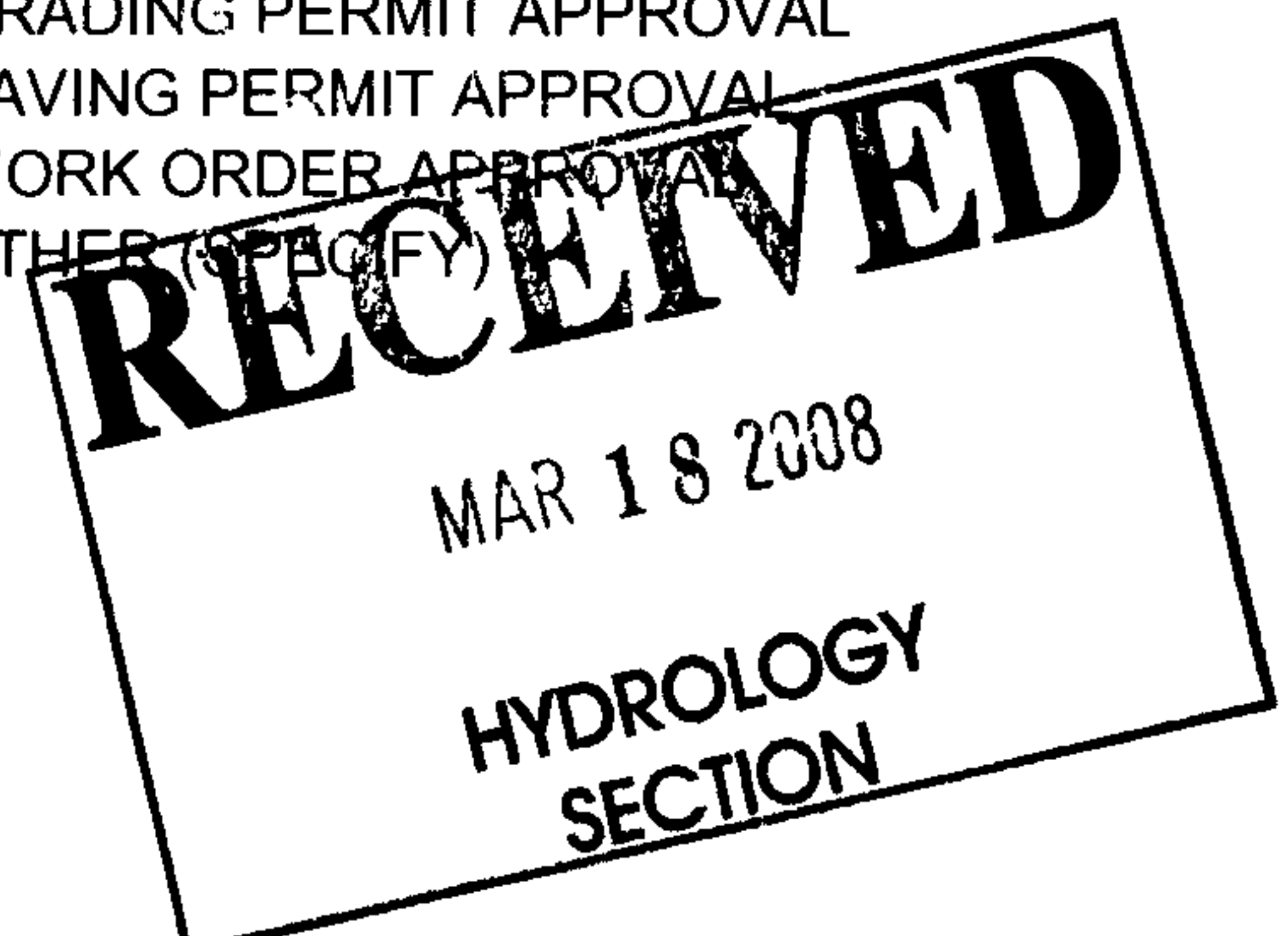
- ☐ YES
- ☒ NO
- ☐ COPY PROVIDED

DATE SUBMITTED: March 17, 2008

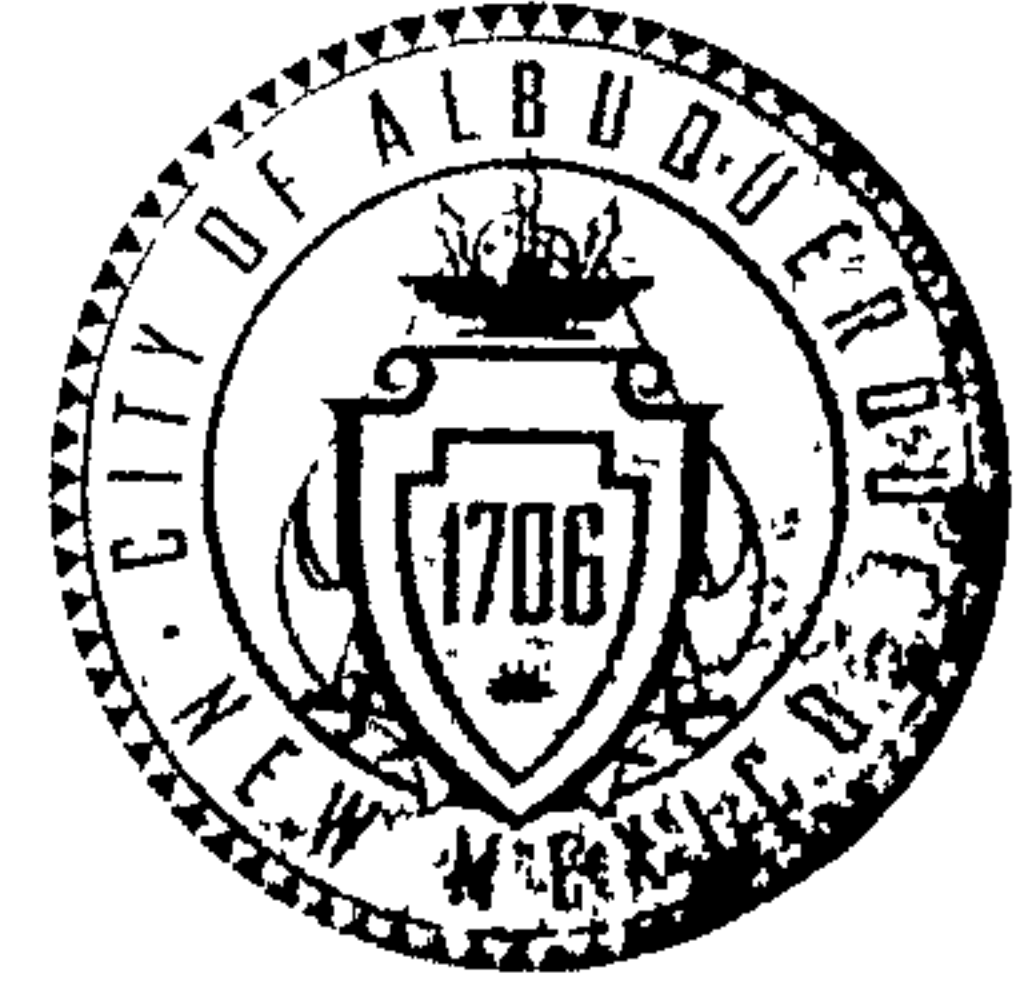
BY: Larry D. Read, PE

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.



CITY OF ALBUQUERQUE



March 18, 2008

Larry Read, PE
Larry Read & Associates, Inc.
2430 Midtown Place, NE Ste. C
Albuquerque, NM 87107


**Re: Kingdom Hall Jehovas; Witnesses, 6509 Signal Avenue NE,
Approval of Permanent Certificate of Occupancy (C.O.), Engineer's Stamp
dated 08/17/07 (C-18/D079)
Certification dated 1/17/08**

Based upon the information provided in your submittal received 3/18/08, the above referenced certification is approved for release of Permanent Certificate of Occupancy by Hydrology.

PO Box 1293

If you have any questions, you can contact me at 924-3982.

Albuquerque

Sincerely,

Timothy Sims
Plan Checker
Development and Building Services

NM 87103

C: CO Clerk – Katrina Sigala
File

www.cabq.gov

C1810079

Cherne, Curtis

From: Cherne, Curtis
Sent: Monday, April 22, 2013 3:17 PM
To: 'Larry Read'; Eisenberg, Jame J.
Cc: 'Thompson Engineering consultan'; 'douga@smithengineering.pro'; Woodward, Bill G.; 'james achen'
Subject: RE: Alameda Pond

Larry,
 You are on to something with your "With this in mind...." proposal, as I cannot grant "free discharge" to just one site in the basin.

Curtis

From: Larry Read [mailto:lread@readengineering.com]
Sent: Tuesday, April 16, 2013 4:04 PM
To: Eisenberg, Jame J.; Cherne, Curtis
Cc: 'Thompson Engineering consultan'; douga@smithengineering.pro; Woodward, Bill G.; 'james achen'
Subject: RE: Alameda Pond

Curtis and Jamie

The pond was designed to hold the runoff from 1/2 of the ultimate Alameda section, the church, and the fully developed 8-acre subdivision on the east end of the block (Lots 13-20). Obviously the subdivision is not developed at this time and will not likely be in the 4-7 month time frame till the storm drain is constructed. Likewise, the ultimate section on Alameda is not constructed now and will only be partly constructed within the 4-7 month time frame.

With this in mind, can we downsize the pond to hold the runoff from the church, undeveloped lots 13-20, and existing Alameda east of the pond and allot the contractor to utilize the balance of the lot for their construction yard?

Larry D. Read, P.E.
 Larry Read & Associates, Inc.
 2430 Midtown Place, N.E.
 Suite C
 Albuquerque, New Mexico

Voice (505) 237-8421
 Fax (505) 237-8422

From: Eisenberg, Jame J. [mailto:jeisenberg@cabq.gov]
Sent: Tuesday, April 16, 2013 2:07 PM
To: Cherne, Curtis
Cc: Thompson Engineering consultan; Larry Read; douga@smithengineering.pro; Woodward, Bill G.
Subject: RE: Alameda Pond

Jame's comments in red. Dave, please note if I say anything that is incorrect. I hope this helps.

1. What is the timing of this project? How long will the pond be filled in without storm drain to accept the water? The project is scheduled to begin May 1. The storm drain in Alameda by Lot 11 will be in Work Zone 2. Work Zones are to be completed sequentially and in numerical order. I have not received the schedule yet from the contractor, but the contract gives 120 consecutive calendar days to complete Work Zone 1, then another 90 consecutive calendar days to complete Work Zone 2, so the downstream storm drain may not be in place for around 4-7 months.

4/22/2013

2. Will there be new storm drain downstream of this site before this summer's monsoon season?

That is not likely, based on our contract requirements:

3. Before the downstream inlets are constructed, is this OK because there are inlets in Alameda by the frontage rd? (I know in developed condition flows are not to cross San Pedro)

Dave will have to answer this one, if you still need the answer.

4. After the Alameda project is built, can the interim design accommodate these flows? Can the interim design accommodate flows from other sites? Is there a drainage report for the interim condition?

The drainage analysis to size the storm drain system was for a fully developed watershed. The storm drain in Alameda between San Pedro and Louisiana was also designed to receive flows from the existing upstream storm drain that now ends just east of Louisiana.. We did not consider interim condition scenarios.

5. If we fill this pond in, the property owner at Louisiana and Alameda will not be able to develop without this storm drain being constructed. Somehow this should be addressed.

Jame Eisenberg, PE
City of Albuquerque
Department of Municipal Development
Engineering Division
Ph: 768-2654 Fax: 768-2765
jeisenberg@cabq.gov

From: Cherne, Curtis
Sent: Tuesday, April 16, 2013 1:24 PM
To: 'Larry Read'
Cc: Eisenberg, Jame J.; 'Thompson Engineering consultan'
Subject: RE: Alameda Pond

Larry,

It is my understanding that you are requesting to fill in the pond before the storm drain has been constructed.

Possibly Jame and Dave can answer my questions:

1. What is the timing of this project? How long will the pond be filled in without storm drain to accept the water?
2. Will there be new storm drain downstream of this site before this summer's monsoon season?
3. Before the downstream inlets are constructed, is this OK because there are inlets in Alameda by the frontage rd? (I know in developed condition flows are not to cross San Pedro)
4. After the Alameda project is built, can the interim design accommodate these flows? Can the interim design accommodate flows from other sites? Is there a drainage report for the interim condition?
5. If we fill this pond in, the property owner at Louisiana and Alameda will not be able to develop without this storm drain being constructed. Somehow this should be addressed.

Jame and Dave,
Responses to these questions will help Larry with his G & D.

Curtis

From: Larry Read [<mailto:lread@readengineering.com>]
Sent: Friday, April 12, 2013 2:37 PM
To: Cherne, Curtis
Subject: Alameda Pond

4/22/2013

Curtis

The owner of Lot 11 (the pond on the south side of Alameda between San Pedro and Louisiana) would like to recover the pond and allow RMCI to use it as a construction yard. Since the storm drain has been added in to the roadway project and construction planned to begin within the month, the pond should not be needed when the storm drain is completed.

I have attached a copy of the Drainage Basin Map from the Alameda Roadway Project. The lot in question is included in Drainage Basin 117.326 which is planned to drain into Alameda and Dave Thompson has told me the discharge from this lot is limited to 3.8 cfs/ac.

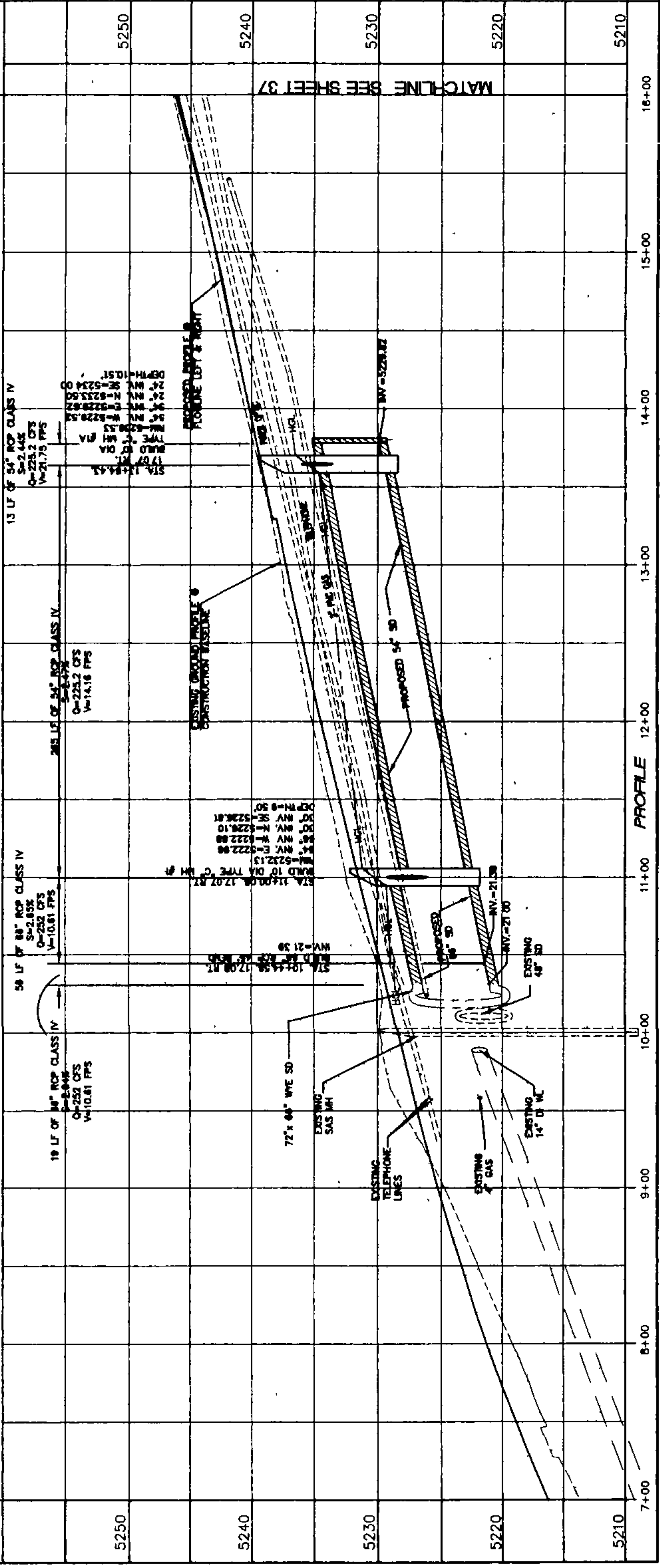
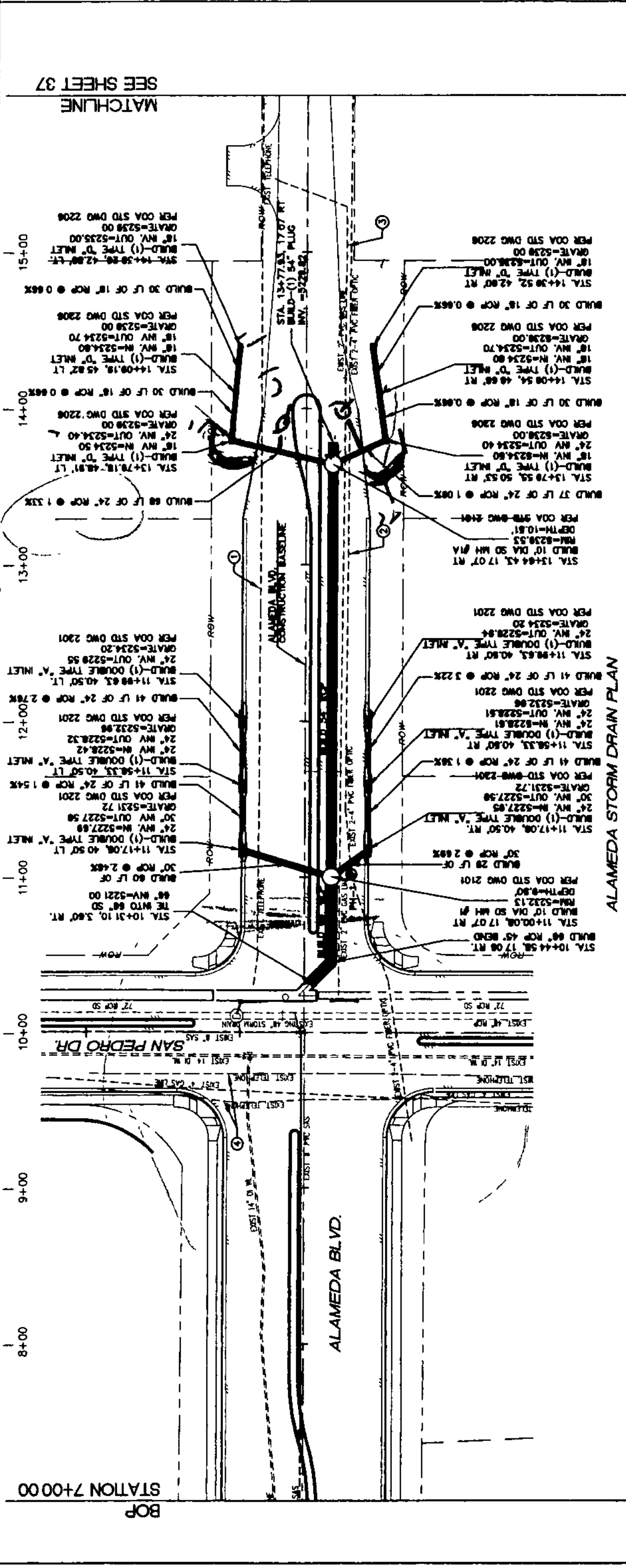
Please consider this request to recover the pond now (with an approved G&D Plan) and let me know if you will support it.

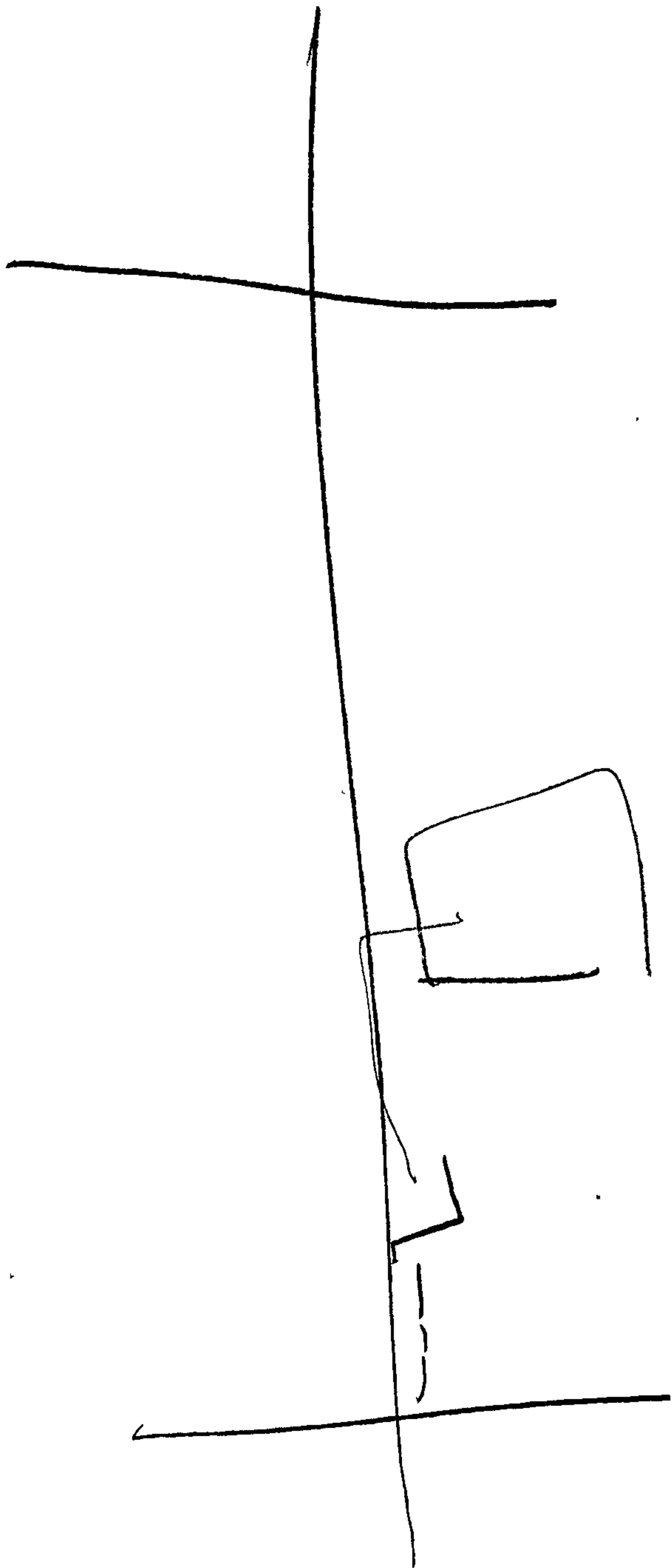
Thanks for your consideration.

Regards
Larry D. Read, P.E.
Larry Read & Associates, Inc.
2430 Midtown Place, N.E.
Suite C
Albuquerque, New Mexico

Voice (505) 237-8421
Fax (505) 237-8422

4/22/2013

[illegible]



~~(NO PUBLIC BASEMENT)~~**DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Dos Borrachos Partnership ("Owner"), whose address is 4101 Indian School Rd NE ABB NM 87110, and the City of Albuquerque, New Mexico, a municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property described as:

Lot 11 Block 29 Tract A Unit B NAA
As Recorded in Book D page 130 on April 24, 1936.

in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information). Recorded on 11/9/07 Document #2007156040 (1-3 pages)

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

2. Description and Construction of Drainage Facilities. Owner shall construct the following Drainage Facility within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No. C18/D079 - TEMPORARY STORMWATER RETENTION POND
WITH A VOLUME OF 103,060 CF.

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

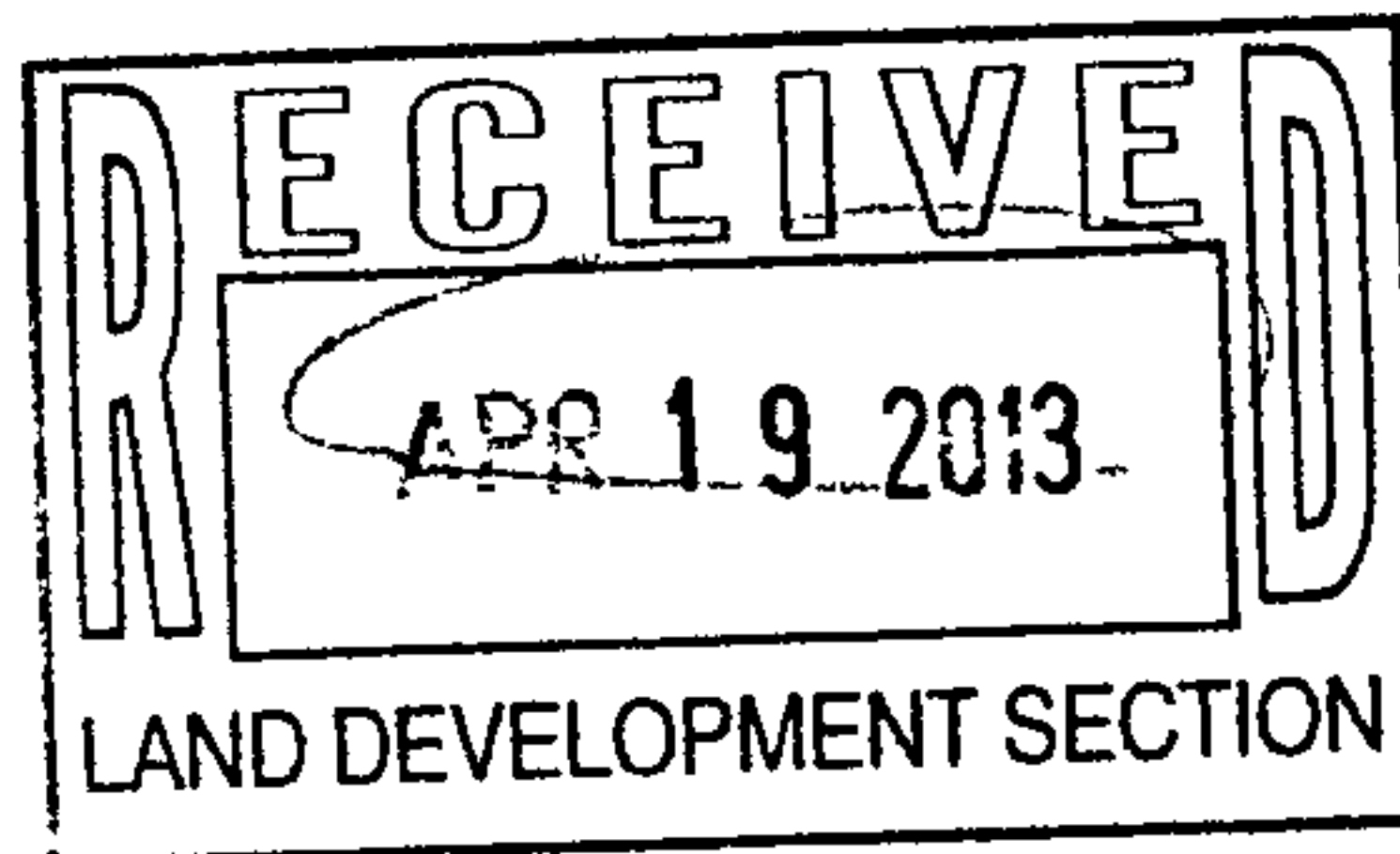
3. Maintenance of Drainage Facility. The Owner will maintain the Drainage Facility at the Owner's cost in accordance with the approved Drainage Report and plans.
4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.
5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

Doc# 2007156044

11/09/2007 02:36 PM Page 1 of 5
 COV R: \$17.00 M. Toulouse, Bernalillo County



TO:
Curtis



Investments

1031 Exchanges

Carriage Realty, LLC

11512 Beringer Ave NE
Albuquerque, NM 87122

James Achen
Qualifying Broker

Cell 505-358-0808
Work 505-889-8863
jimachen@me.com

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

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

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

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

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

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

<u>Gordon SKARSGARD</u>	<u>JAMES R Achew</u>
<u>4101 Indian School Rd NE</u>	<u>7000 GARBIN RD NE</u>
<u>Albuquerque NM 87110</u>	<u>ABQ NM 87109</u>

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

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

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

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

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

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

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

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

CITY OF ALBUQUERQUE:
ACCEPTED:

OWNER:

By: _____
~~Bruce J. Perlman, Ph.D.~~
~~Chief Administrative Officer~~
 Dated: _____

By: James R. Ache
Its: General Particular
Dated: _____

APPROVED:

For Bradley L. Bingham 11/9/07
City Engineer

By: Gordon L Shaugard
ITS: General Partner

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO

) ss

COUNTY OF BERNALILLO)

~~Bradley L. Birmingham for City of Albuquerque~~
This instrument was acknowledged before me this 9 day of November, 2007, by Bruce J. Perlman, Ph.D., Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Lisa Cornejo
Notary Public

My Commission Expires:



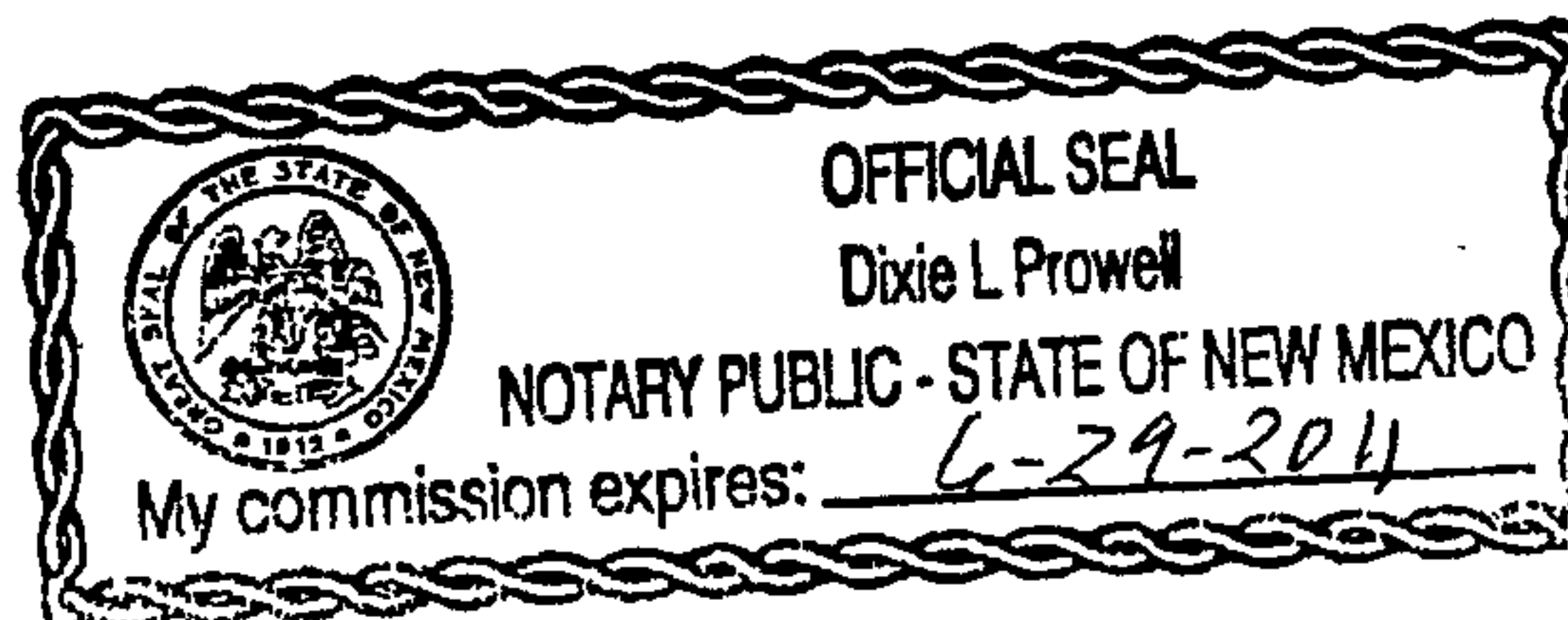
OWNER'S ACKNOWLEDGMENT

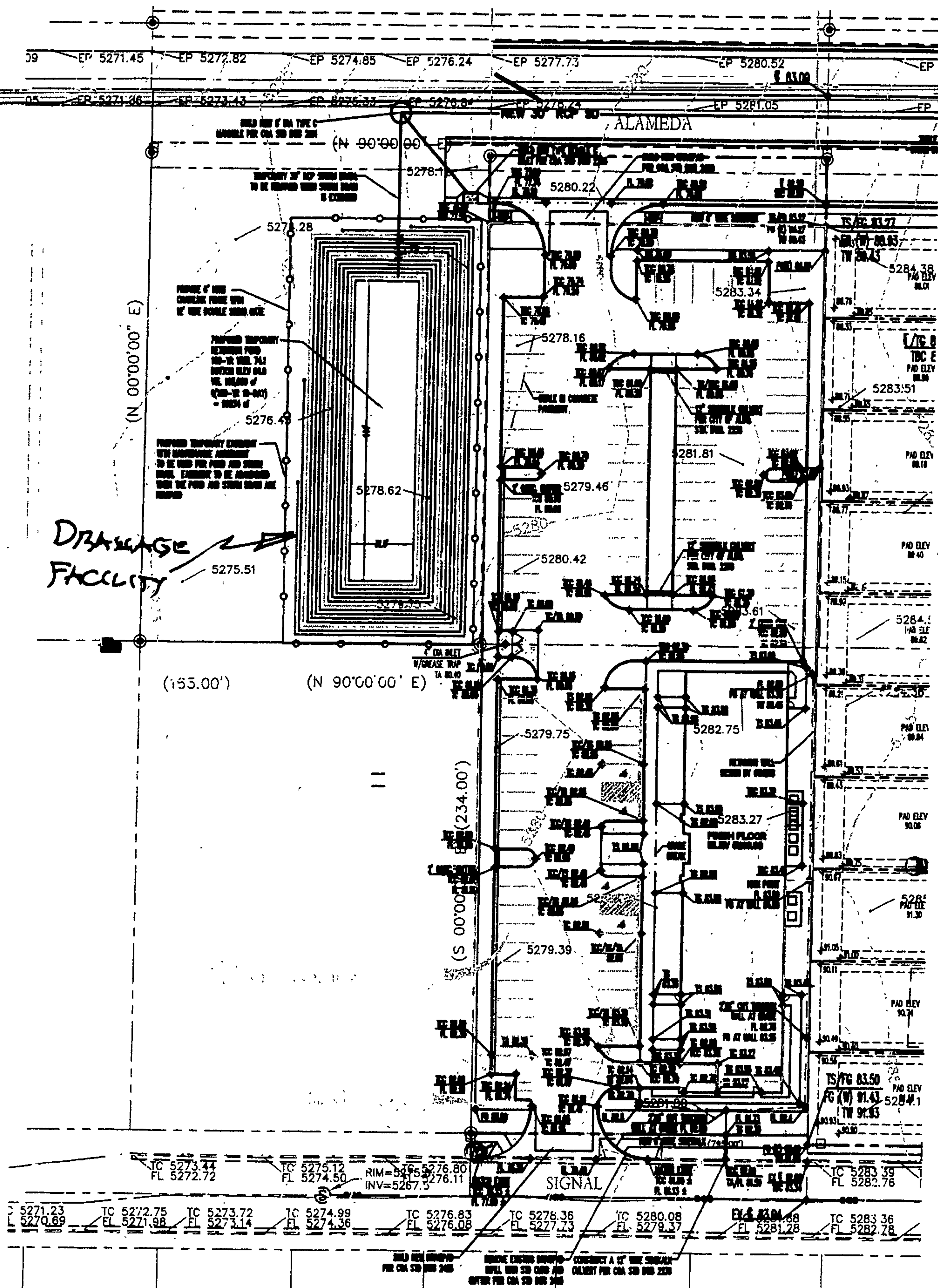
STATE OF New Mexico)
) ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me this 11th day of October, 2007, by JAMES R Achow and Gordon L SKANSKARD, on behalf of Dos Borrachos Partnership

Dixie L Prowell
Notary Public

My Commission Expires:
6-29-2011





TEMPORARY PUBLIC DRAINAGE EASEMENT

THIS GRANT OF TEMPORARY EASEMENT, by and between Das Borrachos, A New Mexico Corporation ("Grantor"), whose address is 401 Indian School Rd NE, and the City of Albuquerque, a New Mexico Municipal Corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103

1. **Grant of Temporary Public Drainage Easement.** The Grantor grants to the City an exclusive, temporary public drainage easement ("Easement"), for TEMPORARY STORMWATER RETENTION POND ("Public Improvement"), on, over, across, and through the property described below ("Property"), together with the right of the City to operate, maintain, repair, replace and construct the Public Improvement and the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement. The Property is described as follows:

Lot 11 Block 29 TRACT A UNIT B NAA
AS RECORDED IN BOOK D PAGE 120 ON APR 24, 1936.

2. **Warranties.** Grantor covenants and warrants that it is the owner in fee simple of the Property and that it has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

3. **Binding on Grantor's Property.** The grant and other provisions of this Easement constitute covenants running with title to the Property for the benefit of the City and its successors and assigns until terminated.

4. **Temporary.** This easement will be released by the City when the City Engineer determines that the Easement is no longer required.

WITNESS my hand and seal this 11 day of OCTOBER, 2007.

GRANTOR: Das Borrachos

BY: James R Achen
ITS: General Partner

B2B For CoA

STATE OF NEW MEXICO)
)SS
COUNTY OF BERNALILLO)

BY: Gordon L Skarsgard
ITS: General Partner

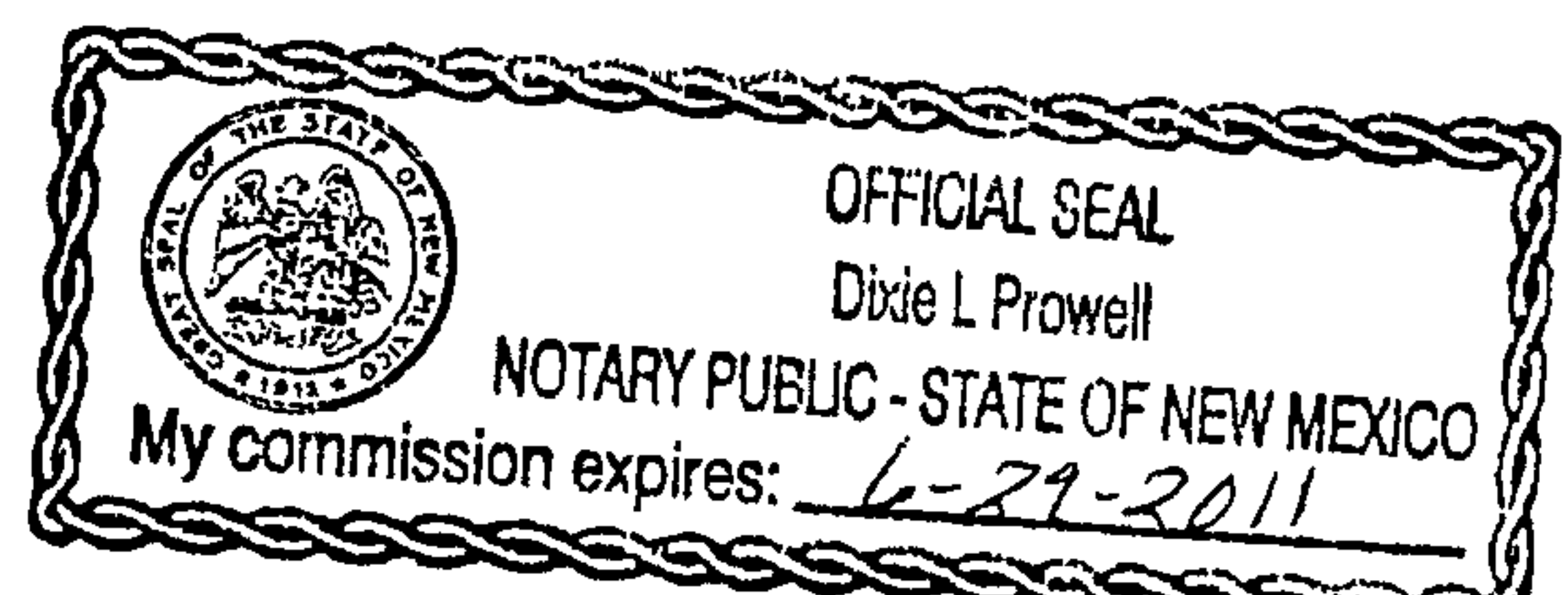
This instrument was acknowledged before me this 11th day of October, 2007 by James R Achen and Gordon L Skarsgard, its General Partners, on behalf of Das Borrachos

BY: Dixie L Prowell
NOTARY PUBLIC

My Commission Expires: 6-29-2011

Doc# 2007156040

11/09/2007 02:30 PM Page: 1 of 3
EASE R: \$13.00 M. Toulouse, Bernalillo County



A tract of land comprised of a portion of Lot numbered eleven (11), Block numbered twenty-nine (29), Tract lettered A, Unit B of North Albuquerque Acres as the same is shown and designated on the map thereof, filed in the office of the County Clerk of ~~Bernalillo County, New Mexico~~ on April 24, 1936 in Book D, Page 130, and described by metes and bounds as follows;

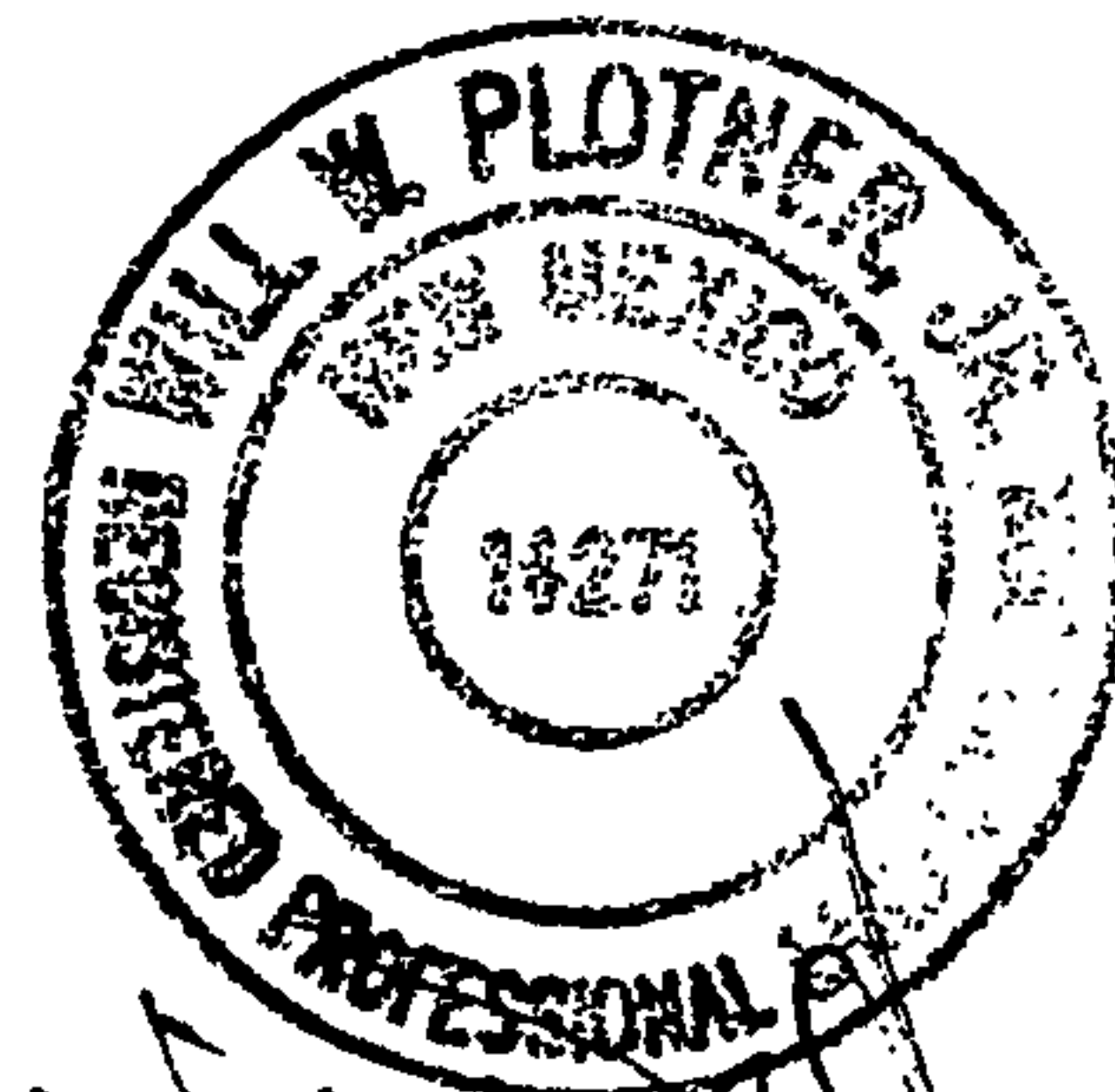
Beginning at the southwest corner of herein described tract, also being the southwest corner of said Lot 11, marked by a 5/8" rebar;

Thence, from the point of beginning, N 00°25'29" E, a distance of 233.95 feet to the northwest corner of herein described tract, lying on the southerly right of way of Alameda Boulevard, and being marked by a rebar with cap "LS 12651";

Thence, coinciding said right of way, S 89°47'03" E, a distance of 164.83 feet to the northeast corner of herein described tract, marked by a 1/2" rebar;

Thence, leaving said right of way, S 00°12'28" W, a distance of 234.01 feet to the southeast corner of herein described tract, being the southeast corner of said Lot 11, marked by a 5/8" rebar;

Thence, N 89°45'44" W, a distance of 165.72 feet to the point of beginning, containing 0.8877 acres (38,670 Sq. Ft.) more or less.



Will W. Plotner
10/31/07

EXHIBIT

Lot 17-22, Block 29
Tract A, unit B
North Albuquerque Acres
(Bk. D, Pg. 130, 4/24/36)

60' ROADWAY EASEMENT
(Bk. D, Pg. 130, 4/24/36)

22

21

Rebar w/
Cap (Illegible)

Alameda Blvd. NE

(60' R/W)

S 89°47'03" E 164.72'

Undedicated Roadway
for Alameda Blvd.

S 89°47'03" E 164.83'

Rebar w/ Cap
"LS 12651"

1/2" Rebar
(Bent)

233.95' 234.01'

Portion of Lot 11
Block 29
38,670 sq. ft.
0.8877 ACRES

Lot 10, Block 29
Tract A, unit B
North Albuquerque Acres
(Bk. D, Pg. 130, 4/24/36)

Lot 12, Block 29
Tract A, unit B
North Albuquerque Acres
(Bk. D, Pg. 130, 4/24/36)

N 00°25'29" E

5/8" Rebar
P.O.B.

N 89°45'44" W

165.72'

S 00°12'28" W

5/8" Rebar

(5)

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this ____ day of October, 2007, by **DOS BORRACHOS PARTNERSHIP**, a New Mexico General Partnership ("Grantor") and **DESERT HILLS CONGREGATION OF JEHOVAH'S WITNESSES** ("Grantee").

RECITALS

A. Grantor is the owner of the real property described as:

Lot Eleven (11), in Block Twenty-Nine (29) of Tract A, Unit 3 of NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20. ("Grantor's Property")

B. Grantee is the owner of the real property described as:

Lot Twelve (12) and Lot Twenty-One (21) in Block Twenty-Nine (29) of Tract A, Unit 3 of NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20. ("Grantee Property")

C. Grantee, in order to comply with grading and drainage plan requirements for the City of Albuquerque, Grantee must construct a temporary storm drain connection from the City storm drain in Alameda Boulevard to a new temporary storm water retention pond on upon Grantor's Property and Grantee has requested that Grantor grant a license over the Grantor's Property to allow for construction of a temporary storm drain pipe from the City of Albuquerque's storm drain system in Alameda Boulevard to convey the floodwater runoff from the Grantee's Property across the Grantor's Property and into the temporary storm water retention pond on the Grantor's Property.

NOW, THEREFORE, in consideration of the foregoing and of the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. License. Grantor hereby grants to Grantee, its successors and assigns, a license to construct temporary storm drain pipe from the City of Albuquerque's storm drain system in Alameda Boulevard upon the Grantor Property for the purpose of conveying floodwater runoff from the upstream drainage off Grantee's Property unto and across the Grantor's Property and into the temporary storm water retention pond to be located upon Grantor's Property.

2. Term. The rights granted herein shall terminate upon the recording of a final plat of:

Lots Thirteen (13) through Sixteen (16) and Lots Seventeen (17) through Twenty (20) in Block Twenty-Nine (29) of Tract A, Unit 3 NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20., of and the completion of the construction of off-site street improvements within the R.O.W. of Alameda. The development of Grantee's Property will be pursuant to a drainage plan which will incorporate the drainage plan of Grantor.

3. Indemnification. Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all claims, demands and liability, including attorneys' fees, for damage to persons or property that are caused by Grantee's negligence related to Grantee's maintenance and continued use of the License upon Grantor's Property.

4. Maintenance. Grantee shall repair and maintain the temporary storm drain pipe from the City of Albuquerque's storm drain system in Alameda Boulevard and temporary storm water retention pond and revegetate all areas disturbed by Grantee's maintenance activities.

5. Modification. Grantee shall not make any modification or alteration to the channel or the storm pond after it has been constructed without prior written consent of the Grantor.

6. Attorneys Fees and Costs. If any legal or other proceeding is instituted to enforce any term of this License, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees, including attorneys fees, by the other party, and if any judgment is secured by such prevailing party, all such legal costs, expenses and fees shall be included in any such judgment.

7 Authority. The Grantor and the Grantee hereby each represent that they have the legal authority to enter into and execute this License Agreement and to perform all of the obligations and duties imposed herein.

8 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this License Agreement effective on the date first written above.

GRANTOR:

DOS BORRACHOS PARTNERSHIP,
A New Mexico General Partnership

By _____
Gordon L. Skarsgard, Managing General Partner
Date _____

By _____
James R. Achen, Managing General Partner
Date _____

GRANTEE:

**DESERT HILLS CONGREGATION OF
JEHOVAH'S WITNESSES**

By _____
William K. Ellis, Sr., Trustee
Date _____

By _____
Donald Borrego, Trustee
Date _____

By _____
Howard W. Seward, Trustee
Date _____

By _____

Frank T. Trujillo, Trustee

Date _____

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

The foregoing instrument was acknowledged before me this _____ day of October, 2000 by Gordon L. Skarsgard, and James R. Achen, General Partners of Dos Borrachos Partnership, a New Mexico General Partnership.

Notary Public

My commission expires:

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

The foregoing instrument was acknowledged before me this _____ day of October, 2007 by William K. Ellis, Sr., Donald Borrego, Howard W. Seward, and Frank T. Trujillo, as Trustees of Desert Hills Congregation of Jehovah's Witnesses, for and on behalf of said church.

Notary Public

My commission expires:

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 4th day of October, 2007, by **DOS BORRACHOS PARTNERSHIP**, a New Mexico General Partnership ("Grantor") and **DESERT HILLS CONGREGATION OF JEHOVAH'S WITNESSES** ("Grantee").

RECITALS

A. Grantor is the owner of the real property described as:

Lot Eleven (11), in Block Twenty-Nine (29) of Tract A, Unit 3 of NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20. ("Grantor's Property")

B. Grantee is the owner of the real property described as:

Lot Twelve (12) and Lot Twenty-One (21) in Block Twenty-Nine (29) of Tract A, Unit 3 of NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20. ("Grantee's Property")

C. Grantee, in order to comply with grading and drainage plan requirements for the City of Albuquerque, Grantee must construct a temporary storm drain connection from the City storm drain in Alameda Boulevard to a new temporary storm water retention pond on Grantor's Property and Grantee has requested that Grantor grant a license over the Grantor's Property to allow for construction of a temporary storm drain pipe from the City of Albuquerque's storm drain system in Alameda Boulevard to convey the floodwater runoff from the Grantee's Property across the Grantor's Property and into the temporary storm water retention pond on the Grantor's Property. Grantor has assumed Grantee's obligation to construct the temporary storm water retention pond on Grantor's Property.

NOW, THEREFORE, in consideration of the foregoing and of the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. License. Grantor hereby grants to Grantee, its successors and assigns, a license to construct a temporary storm drain pipe from the City of Albuquerque's storm drain system in ~~Alameda Boulevard and upon the Grantor Property for the purpose of conveying floodwater~~

runoff from the upstream drainage off Grantee's Property unto and across the Grantor's Property and into the temporary storm water retention pond to be located upon Grantor's Property.

2. Term. The rights granted herein shall terminate upon the recording of a final plat of:

Lots Thirteen (13) through Sixteen (16) and Lots Seventeen (17) through Twenty (20) in Block Twenty-Nine (29) of Tract A, Unit 3 NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20., of and the completion of the construction of off-site street improvements within the R.O.W. of Alameda. The development of Grantee's Property will be pursuant to a drainage plan which will incorporate the drainage plan of Grantor.

3. Indemnification. Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all claims, demands and liability, including attorneys' fees, for damage to persons or property that are caused by Grantee's negligence related to Grantee's maintenance and continued use of the License upon Grantor's Property.

4. Maintenance. Grantee shall repair and maintain the temporary storm drain pipe from the City of Albuquerque's storm drain system in Alameda Boulevard and temporary storm water retention pond and revegetate all areas disturbed by Grantee's maintenance activities.

5. Modification. Grantee shall not make any modification or alteration to the channel or the storm pond after it has been constructed without prior written consent of the Grantor.

6. Attorneys Fees and Costs. If any legal or other proceeding is instituted to enforce any term of this License, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees, including attorneys fees, by the other party, and if any judgment is secured by such prevailing party, all such legal costs, expenses and fees shall be included in any such judgment.


7 Authority. The Grantor and the Grantee hereby each represent that they have the legal authority to enter into and execute this License Agreement and to perform all of the obligations and duties imposed herein.

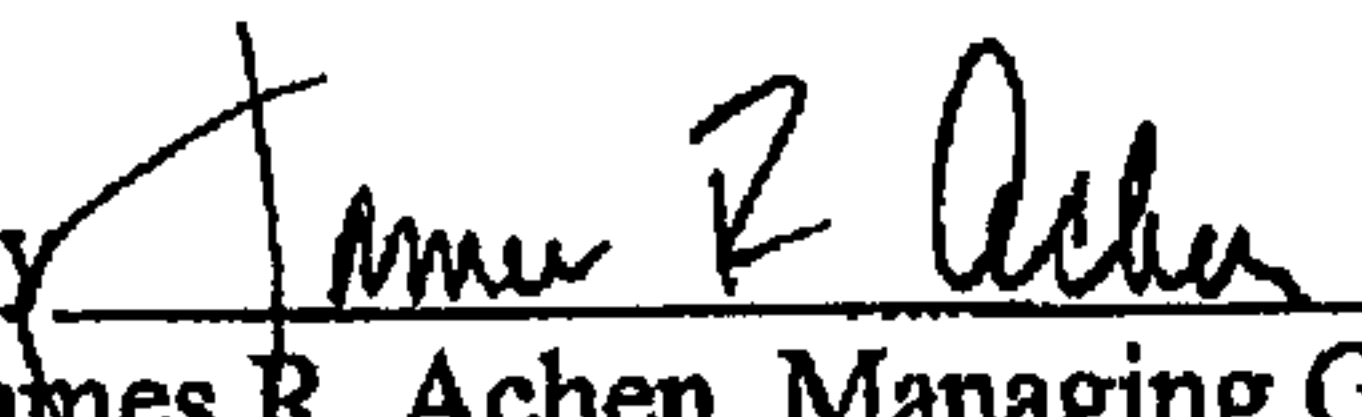
8 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this License Agreement effective on
the date first written above.

GRANTOR:

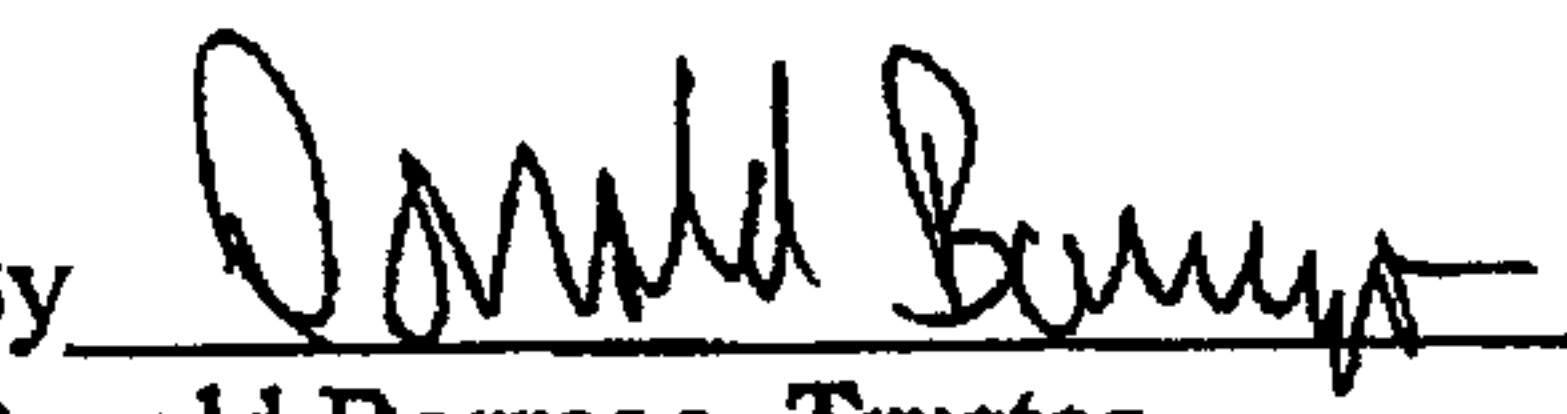
**DOS BORRACHOS PARTNERSHIP,
A New Mexico General Partnership**


By 
Gordon L. Skarsgard, Managing General Partner
Date 10-3-07


By 
James R. Achen, Managing General Partner
Date 10-04-07

GRANTEE:

**DESERT HILLS CONGREGATION OF
JEHOVAH'S WITNESSES**

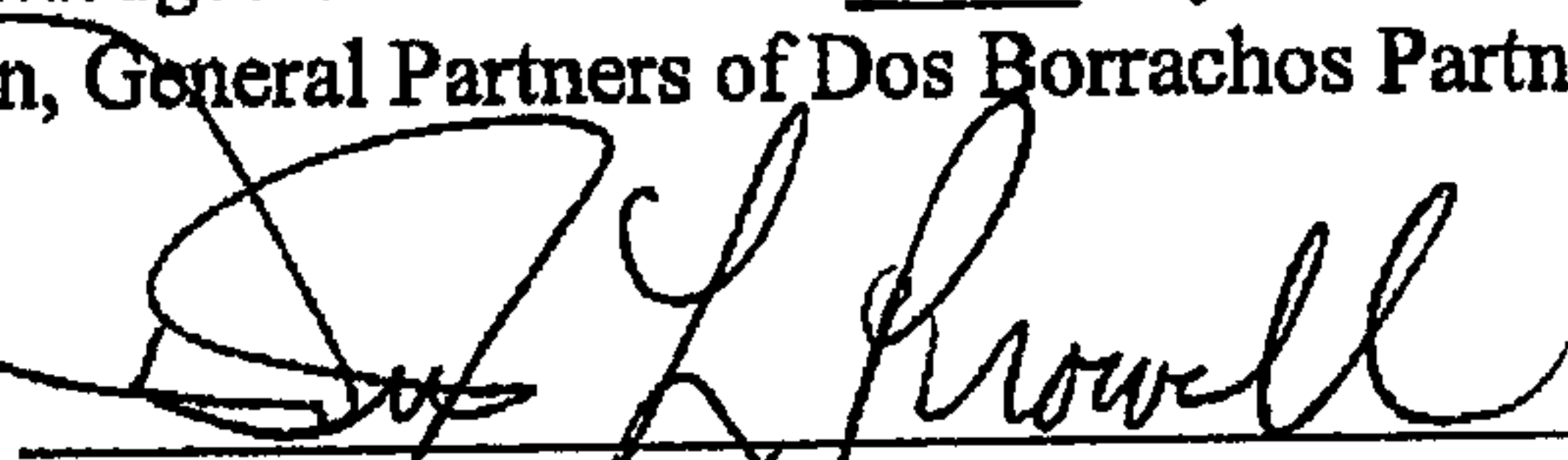
By 
Donald Borrego, Trustee
Date 10-4-07

By 
Howard W. Seward, Trustee
Date 10-4-07

By 
Frank T. Trujillo, Trustee
Date 10-4-07

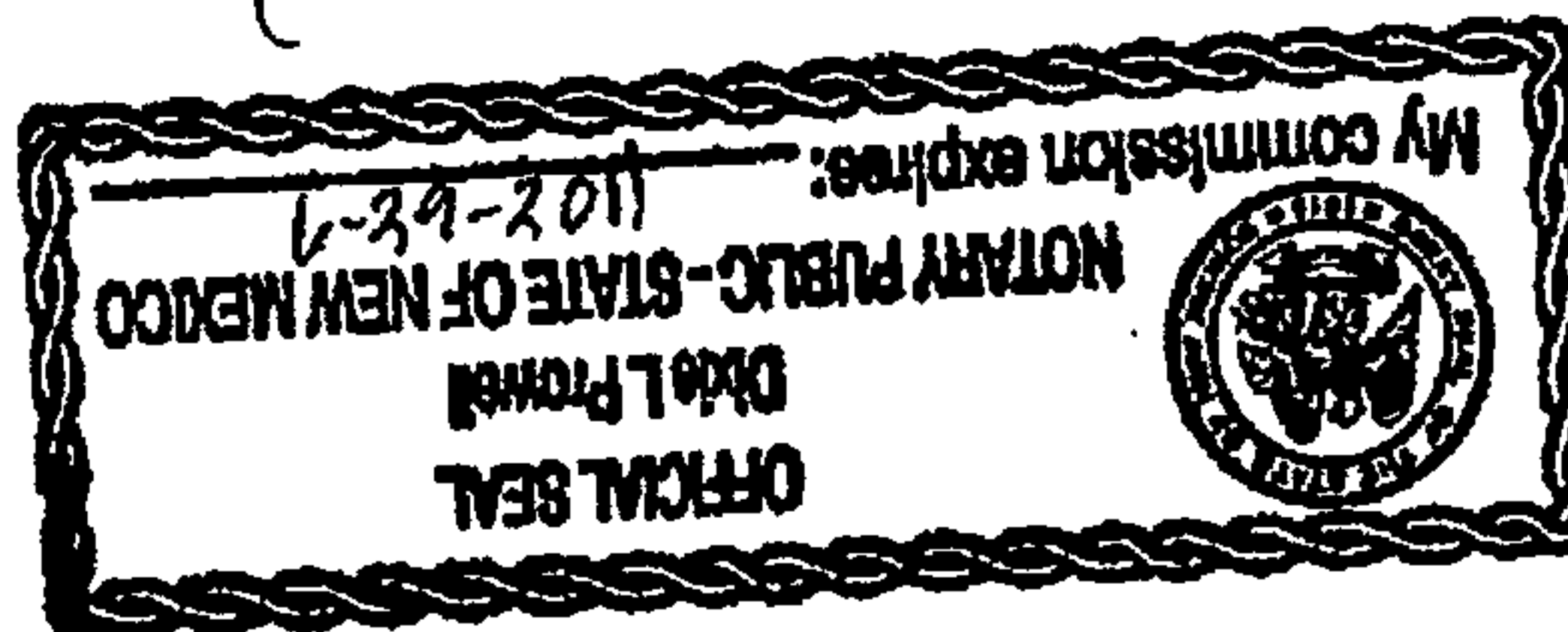
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 4th day of October, 2007 by Gordon L. Skarsgard, and James R. Achen, General Partners of Dos Borrachos Partnership, a New Mexico General Partnership.



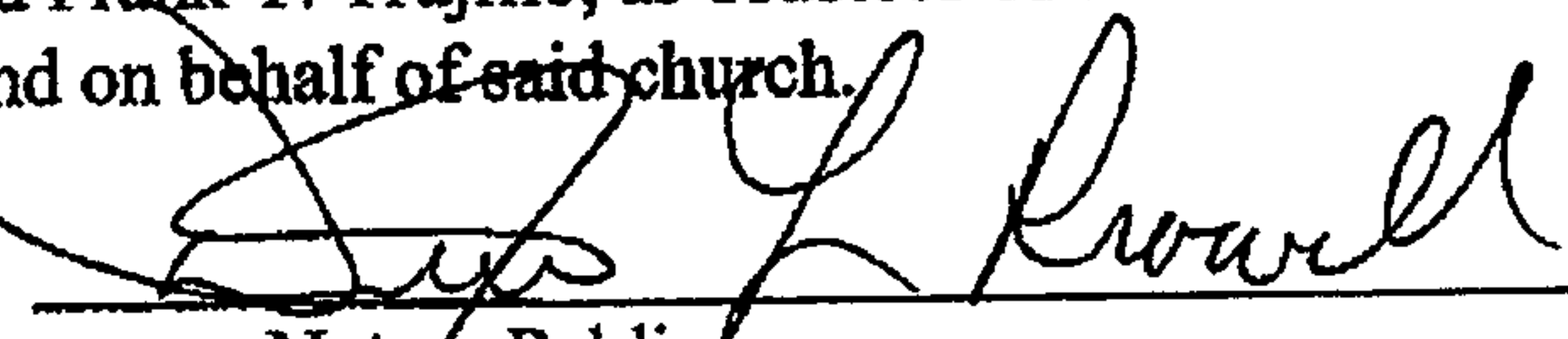
Notary Public

My commission expires:
6-29-2011



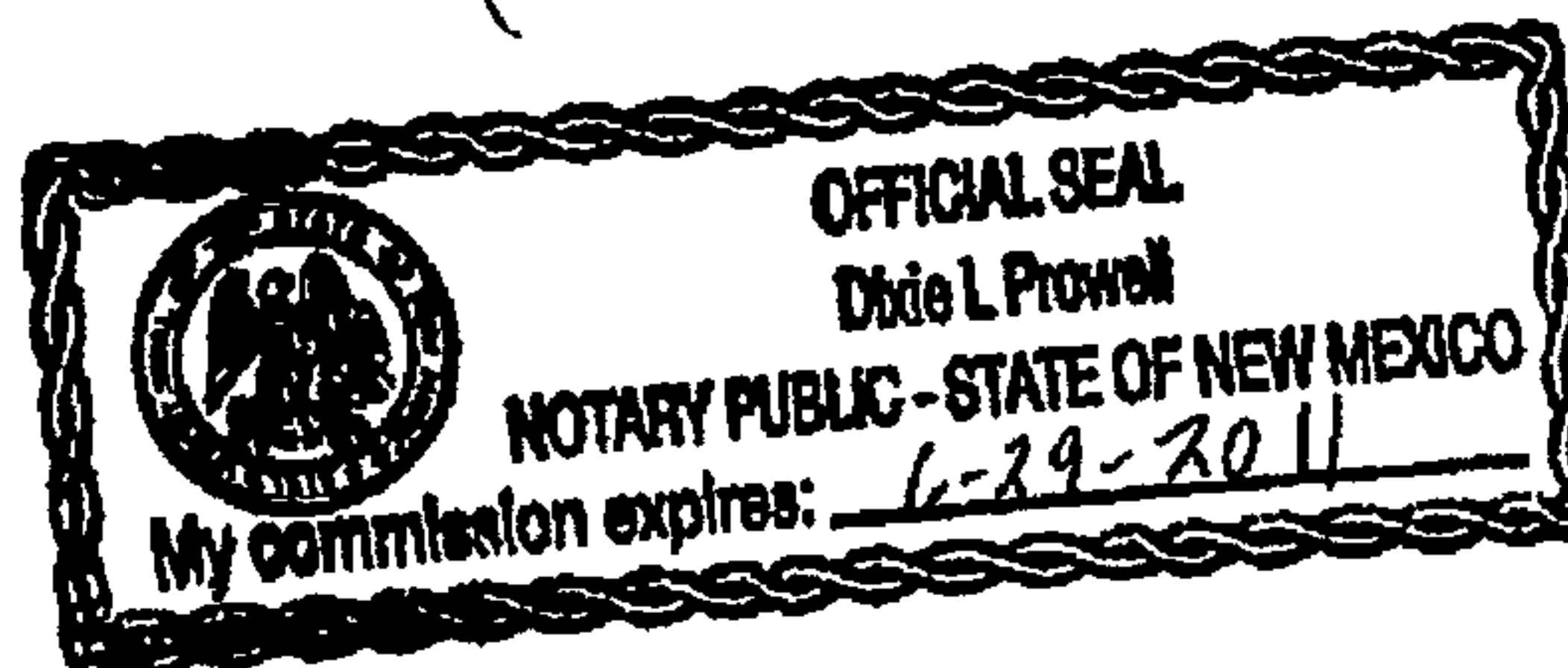
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 4th day of October, 2007 by Donald Borrego, Howard W. Seward, and Frank T. Trujillo, as Trustees of Desert Hills Congregation of Jehovah's Witnesses, for and on behalf of said church.



Notary Public

My commission expires:
6-29-2011



~~(NO PUBLIC BASEMENT)~~

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Dos Borrachos Partnership ("Owner"), whose address is 4101 Indian School Rd NE APO NM 87110, and the City of Albuquerque, New Mexico, a municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property described as:

Lot 11 Block 29 Tract A Unit B NAA
As Recorded in Book 10 page 130 on April 24, 1936.

in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information). Recorded on 11/9/07 Document #2007156040 (1-3 pages)

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

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

C18/D079 - TEMPORARILY STORED WATER RETENTION POND
WITH A VOLUME OF 103,060 CF.

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

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

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

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

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

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

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

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

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

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

<u>Gordon SKARSGARD</u>	<u>JAMES R. Achew</u>
<u>4101 Indian School Rd NE</u>	<u>7000 CARRIAGE Rd. NE</u>
<u>Albuquerque NM 87110</u>	<u>ABQ NM 87109</u>

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

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

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

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

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

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

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

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

CITY OF ALBUQUERQUE:
ACCEPTED:

By: _____
Bruce J. Perlman, Ph.D.
Chief Administrative Officer
Dated: _____

APPROVED:

By: Bradley J. Bingham 11/9/07
City Engineer

by 11/16/07

OWNER:

By: James R. Ache
Its: General Partner

Dated: _____

By: Gordon L. Shaugard
ITS: General Partner

11-5-07

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO

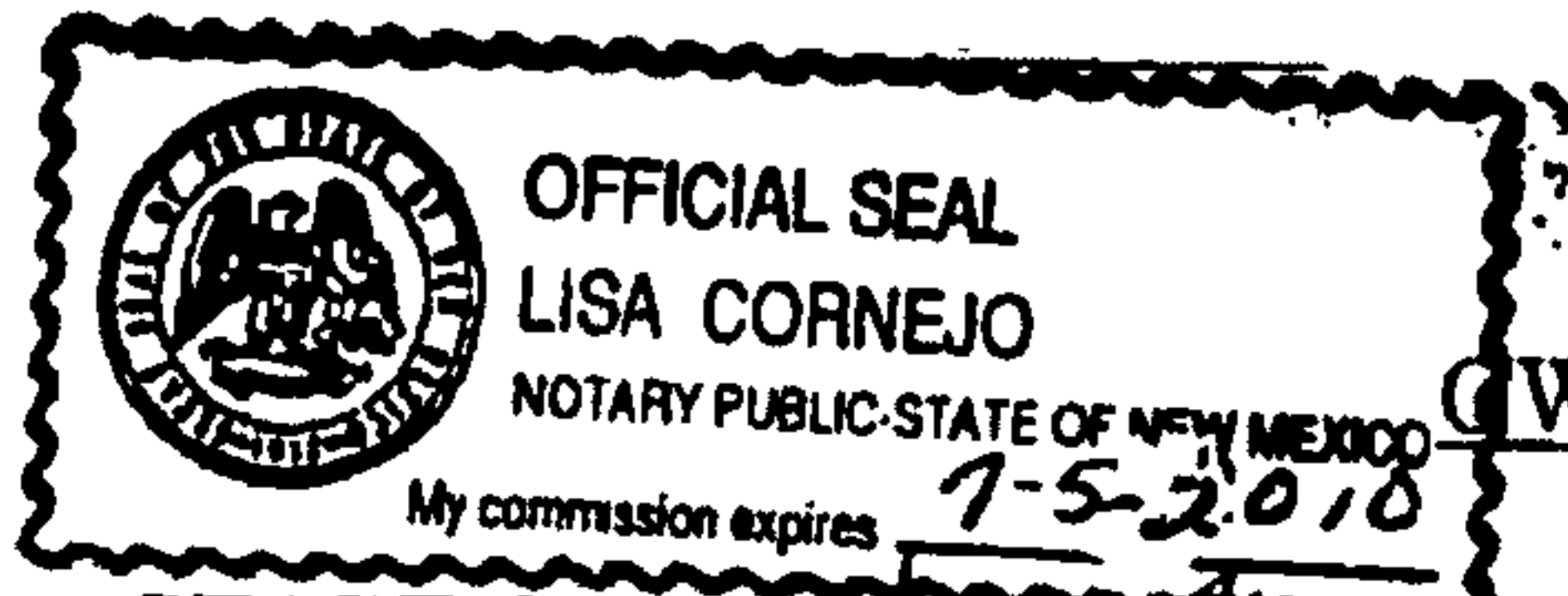
)
) ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 9 day of November 2007, by ~~Bradley L. Bingham for City Engineer~~ Bruce J. Perlman, Ph.D., Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

Lisa Cornejo
Notary Public

My Commission Expires:



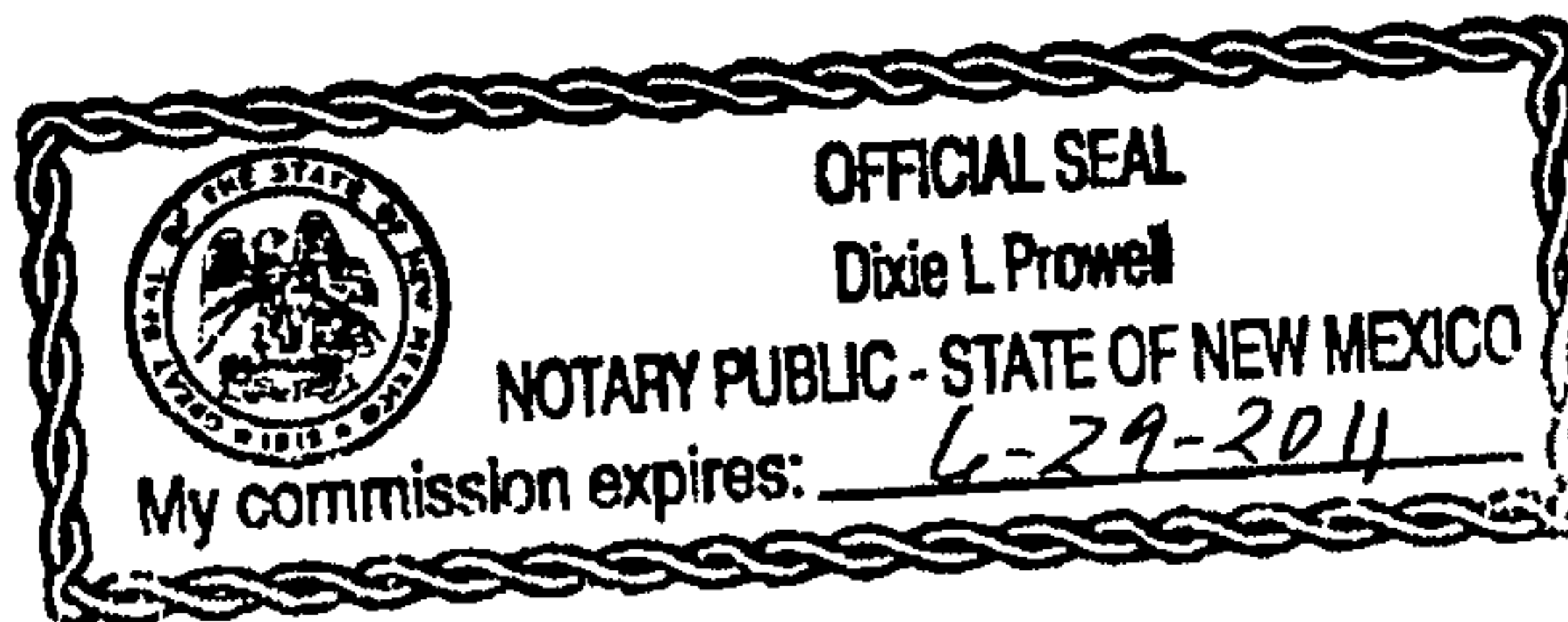
OWNER'S ACKNOWLEDGMENT

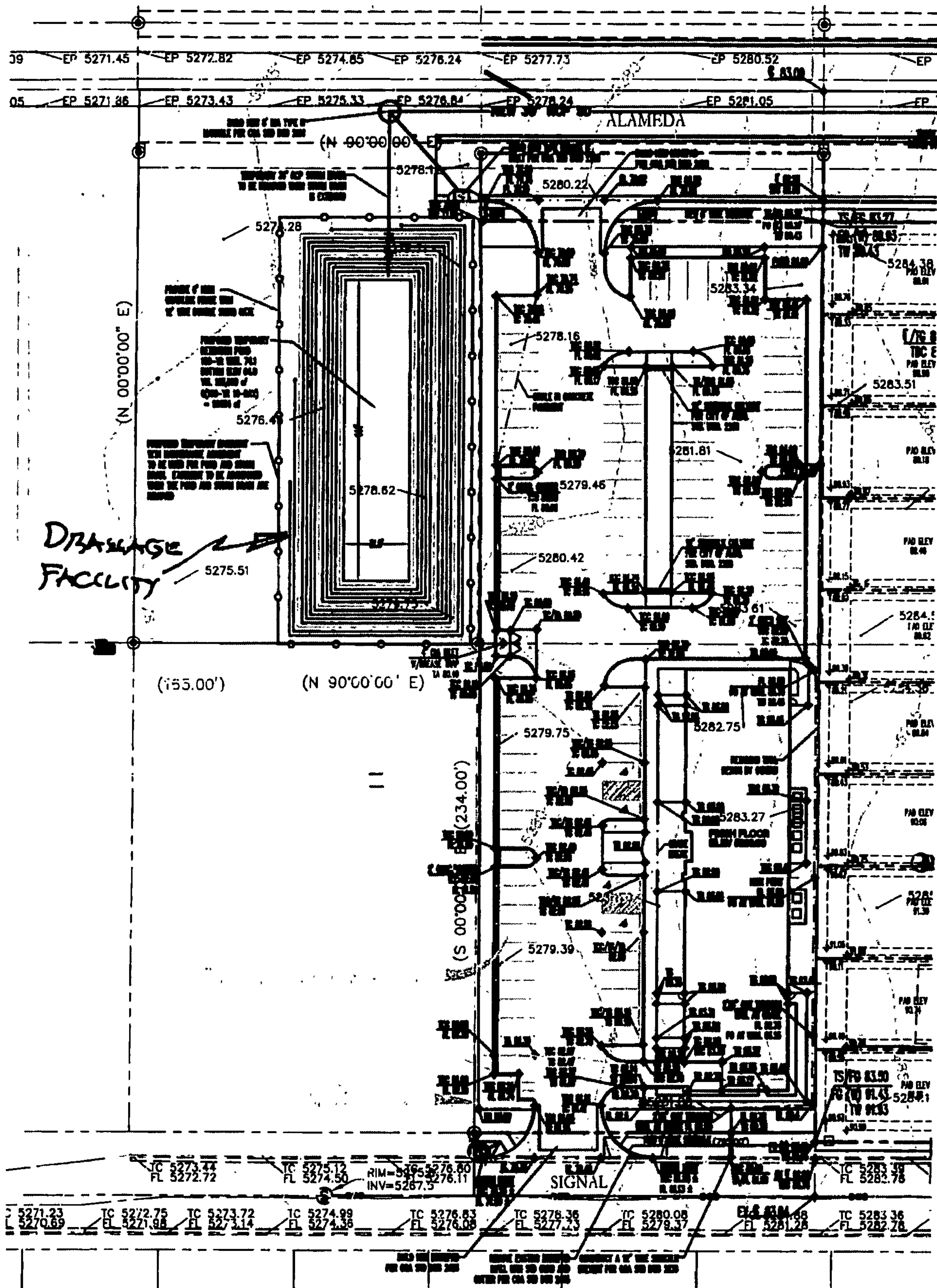
STATE OF New Mexico)
) ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me this 11th day of October, 2007, by JAMES R ACHEN and Gordon L SKANSKARD, on behalf of Dos Borrachos Partnership

Dixie L Prowell
Notary Public

My Commission Expires:
6-29-2011





134
CIB 079
COA 7424.82

TEMPORARY PUBLIC DRAINAGE EASEMENT

THIS GRANT OF TEMPORARY EASEMENT, by and between Das Borrachos, A New Mexico Corporation ("Grantor"), whose address is 401 Indian School Rd NE, and the City of Albuquerque, a New Mexico Municipal Corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103

1. **Grant of Temporary Public Drainage Easement.** The Grantor grants to the City an exclusive, temporary public drainage easement ("Easement"), for TEMPORARY STORMWATER RETENTION POND ("Public Improvement"), on, over, across, and through the property described below ("Property"), together with the right of the City to operate, maintain, repair, replace and construct the Public Improvement and the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement. The Property is described as follows:

Lot 11 Block 29 TRACT A UNIT B NAA
AS RECORDED IN BOOK D page 120 on APR 24, 1936.

2. **Warranties.** Grantor covenants and warrants that it is the owner in fee simple of the Property and that it has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

3. **Binding on Grantor's Property.** The grant and other provisions of this Easement constitute covenants running with title to the Property for the benefit of the City and its successors and assigns until terminated.

4. **Temporary.** This easement will be released by the City when the City Engineer determines that the Easement is no longer required.

WITNESS my hand and seal this 11 day of OCTOBER, 2007.

GRANTOR: Das Borrachos

BY: James R Achen
ITS: General Partner

B2B For CoA

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

BY: Gordon L Skarsgard
ITS: General Partner

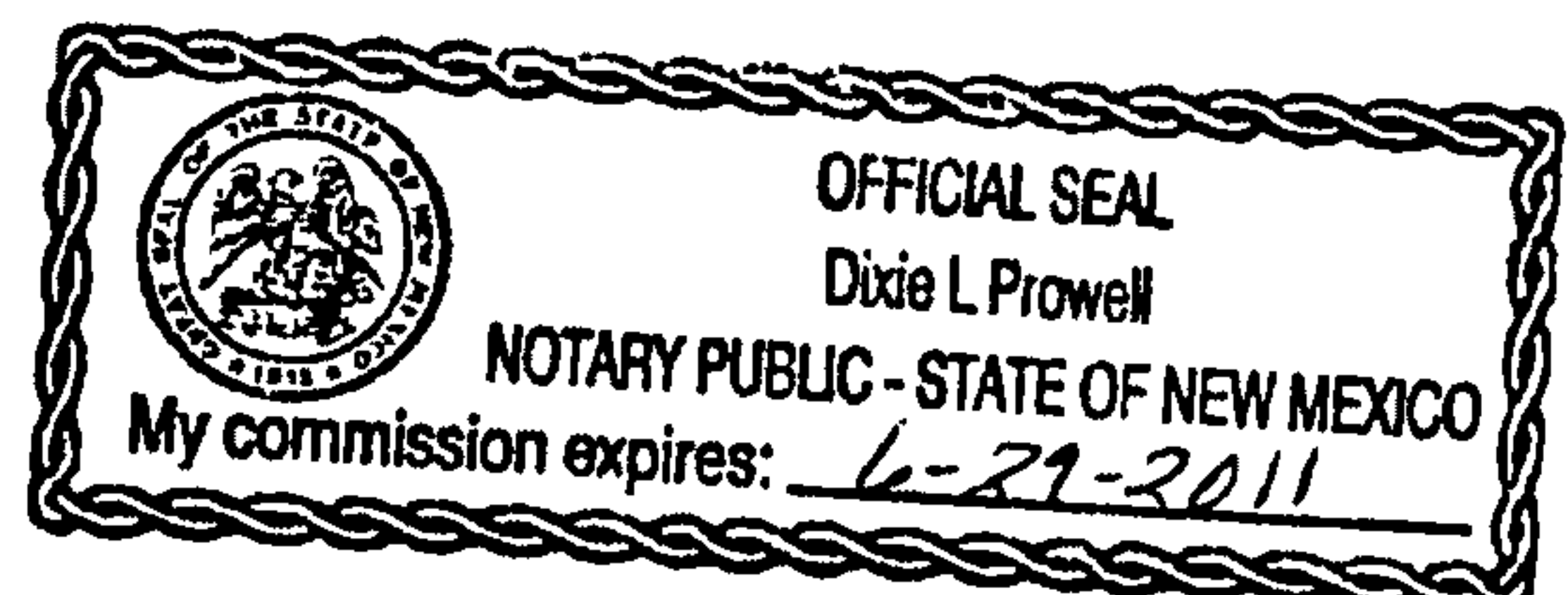
This instrument was acknowledged before me this 11th day of October, 2007 by James R Achen and Gordon L Skarsgard, its General Partners, on behalf of Das Borrachos

BY: Dixie L Prowell
NOTARY PUBLIC

My Commission Expires: 6-29-2011

Doc# 2007156040

11/09/2007 02:30 PM Page: 1 of 3
EASE R: \$13.00 M. Toulouse, Bernalillo County



A tract of land comprised of a portion of Lot numbered eleven (11), Block numbered twenty-nine (29), Tract lettered A, Unit B of North Albuquerque Acres as the same is shown and designated on the map thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on April 24, 1936 in Book D, Page 130, and described by metes and bounds as follows;

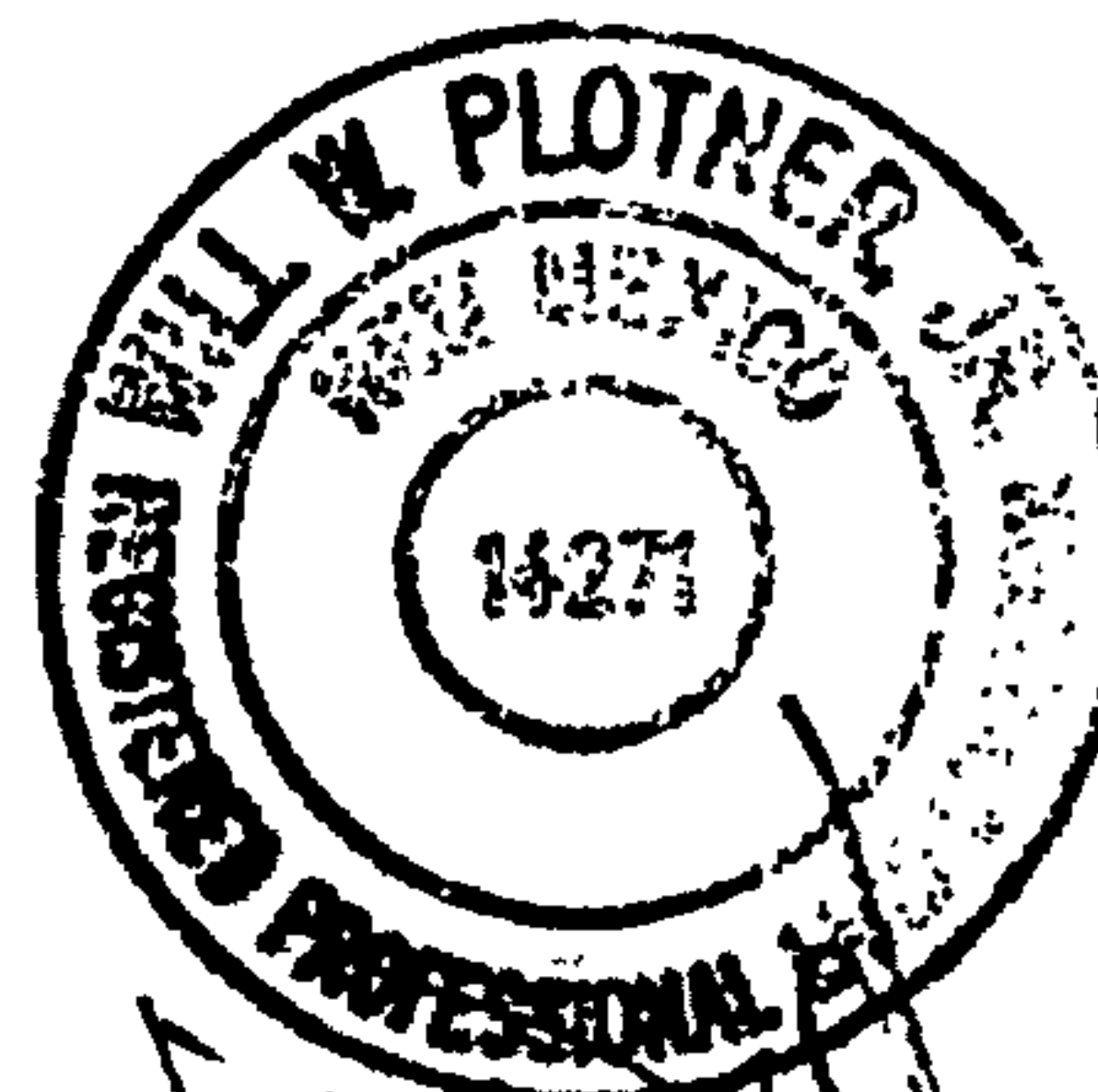
Beginning at the southwest corner of herein described tract, also being the southwest corner of said Lot 11, marked by a 5/8" rebar;

Thence, from the point of beginning, N 00°25'29" E, a distance of 233.95 feet to the northwest corner of herein described tract, lying on the southerly right of way of Alameda Boulevard, and being marked by a rebar with cap "LS 12651";

Thence, coinciding said right of way, S 89°47'03" E, a distance of 164.83 feet to the northeast corner of herein described tract, marked by a 1/2" rebar;

Thence, leaving said right of way, S 00°12'28" W, a distance of 234.01 feet to the southeast corner of herein described tract, being the southeast corner of said Lot 11, marked by a 5/8" rebar;

Thence, N 89°45'44" W, a distance of 165.72 feet to the point of beginning, containing 0.8877 acres (38,670 Sq. Ft.) more or less.



William Plotner
10/31/07

EXHIBIT

Lot 17-22, Block 29
Tract A, unit B
North Albuquerque Acres
(Bk. D, Pg. 130, 4/24/36)

22

21

60' ROADWAY EASEMENT
(Bk. D, Pg. 130, 4/24/36)

Rebar w/
Cap (illegible)

Alameda Blvd. NE

(60' R/W)

263.95'
S 89°47'03" E
30.00'
164.72'
264.01'
30.00'
164.83'

Undedicated Roadway
for Alameda Blvd.

Rebar w/ Cap
1/2" LS 12651"
(Bent)

233.95'
234.01'

Lot 10, Block 29
Tract A, unit B
North Albuquerque Acres
(Bk. D, Pg. 130, 4/24/36)

Portion of Lot 11
Block 29
38,670 sq. ft.
0.8877 ACRES

Lot 12, Block 29
Tract A, unit B
North Albuquerque Acres
(Bk. D, Pg. 130, 4/24/36)

N 00°25'29" E

5/8" Rebar
P.O.B.

N 89°45'44" W

165.72'

S 00°12'28" W

5/8" Rebar

5/8"



CITY OF ALBUQUERQUE



**Planning Department
Transportation Development Services Section**

February 8, 2008

Jeffrey D. Howell, Registered Architect
6815 Forest Hills Drive, NE
Albuquerque, NM 87109

Re: Certification Submittal for Final Building Certificate of Occupancy for
Kingdom Hall of Jevoah's Witnesses, [C-18 / D79]
6509 Signal NE
Architect's Stamp Dated 02/08/08

Dear Mr. Howell:

P.O. Box 1293

The TCL / Letter of Certification submitted on February 8, 2008 is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to the Building and Safety Section.

Albuquerque

Sincerely,

New Mexico 87103

www.cabq.gov

Milo E. Salgado-Fernandez, P.E.
Senior Traffic Engineer
Development and Building Services
Planning Department

c: Engineer
Hydrology file
CO Clerk

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV 12/2005)

KINGDOM HALL OF JEWEL'S WITNESSES

C-18/D79

PROJECT TITLE: DESERT HILLS KINGDOM HALL OF JW ZONE MAP: _____
 DRB#: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: _____
 CITY ADDRESS: 6509 SIGNAL NE

ENGINEERING FIRM: _____ CONTACT: _____
 ADDRESS: _____ PHONE: _____
 CITY, STATE: _____ ZIP CODE: _____

OWNER: DESERT HILLS KINGDOM HALL OF JW CONTACT: Jeff Hawen
 ADDRESS: 6509 SIGNAL NE PHONE: 321-7632
 CITY, STATE: _____ ZIP CODE: _____

ARCHITECT: Jeff Hawen CONTACT: _____
 ADDRESS: 4401 MURRIS NE PHONE: 321-7632
 CITY, STATE: ALB, NM 87111 ZIP CODE: _____

SURVEYOR: _____ CONTACT: _____
 ADDRESS: _____ PHONE: _____
 CITY, STATE: _____ ZIP CODE: _____

CONTRACTOR: _____ CONTACT: _____
 ADDRESS: _____ PHONE: _____
 CITY, STATE: _____ ZIP CODE: _____

TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERT (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT
- ☒ ENGINEER'S CERT (TCL)
- ☒ ENGINEER'S CERT (DRB SITE PLAN)
- ☐ OTHER (SPECIFY) _____

CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SIA/FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D APPROVAL
- ☐ S. DEV. FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☒ CERTIFICATE OF OCCUPANCY (PERM)
- ☐ CERTIFICATE OF OCCUPANCY (TEMP)
- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY) _____

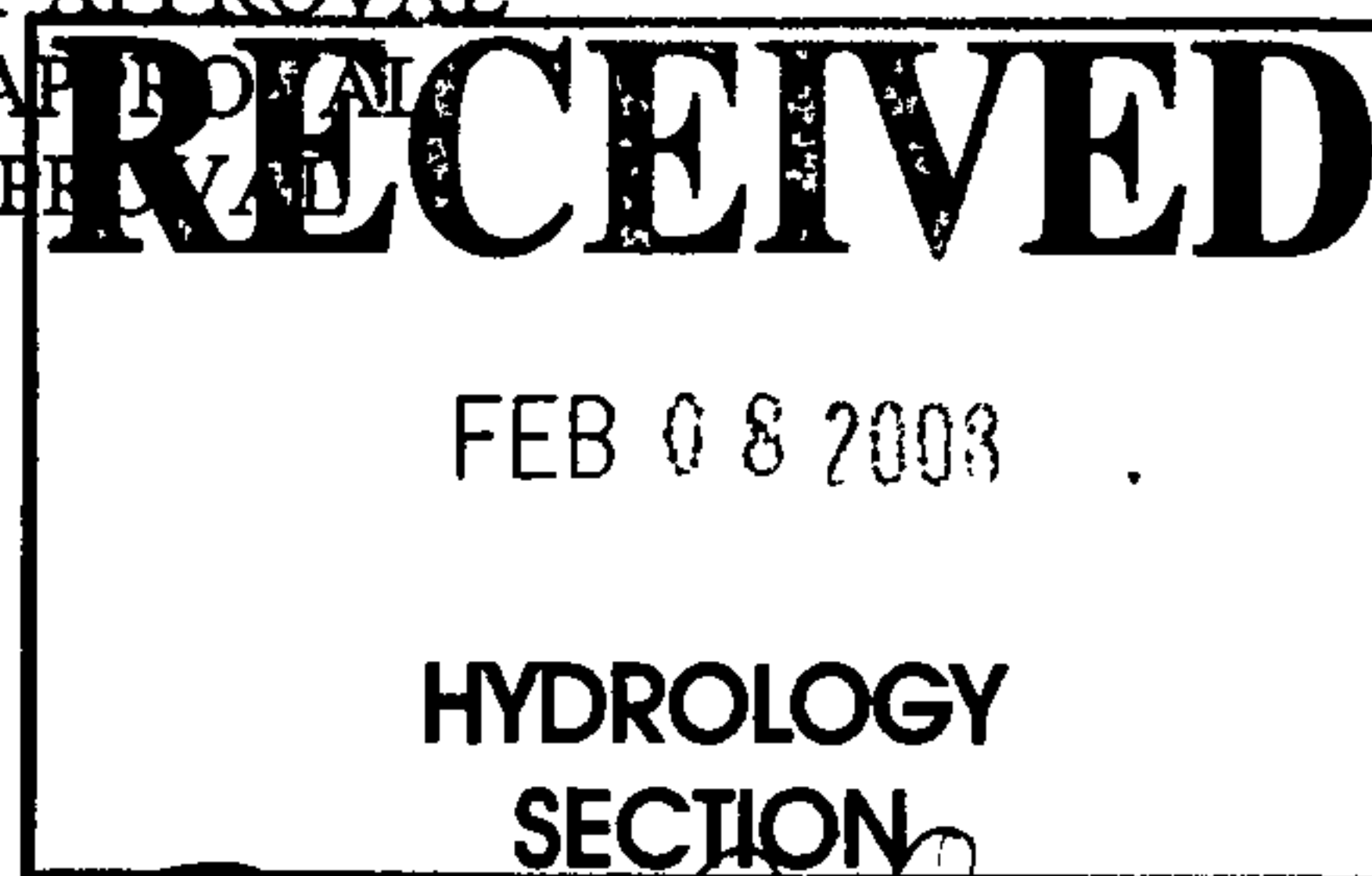
WAS A PRE-DESIGN CONFERENCE ATTENDED:


- ☒ YES
- ☐ NO
- ☐ COPY PROVIDED

DATE SUBMITTED: 2-8-08 BY: [Signature]

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location, and scope to the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivision containing more than ten (10) lots or constituting five (5) acres or more.



 **JEFFREY HOWELL & ASSOCIATES**
A R C H I T E C T U R E
6815 FOREST HILLS DRIVE, NE TELEPHONE (505) 797-5268
ALBUQUERQUE, NM 87109 FAX (505) 797-5269

February 8, 2008

City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102
Attention: Transportation Department

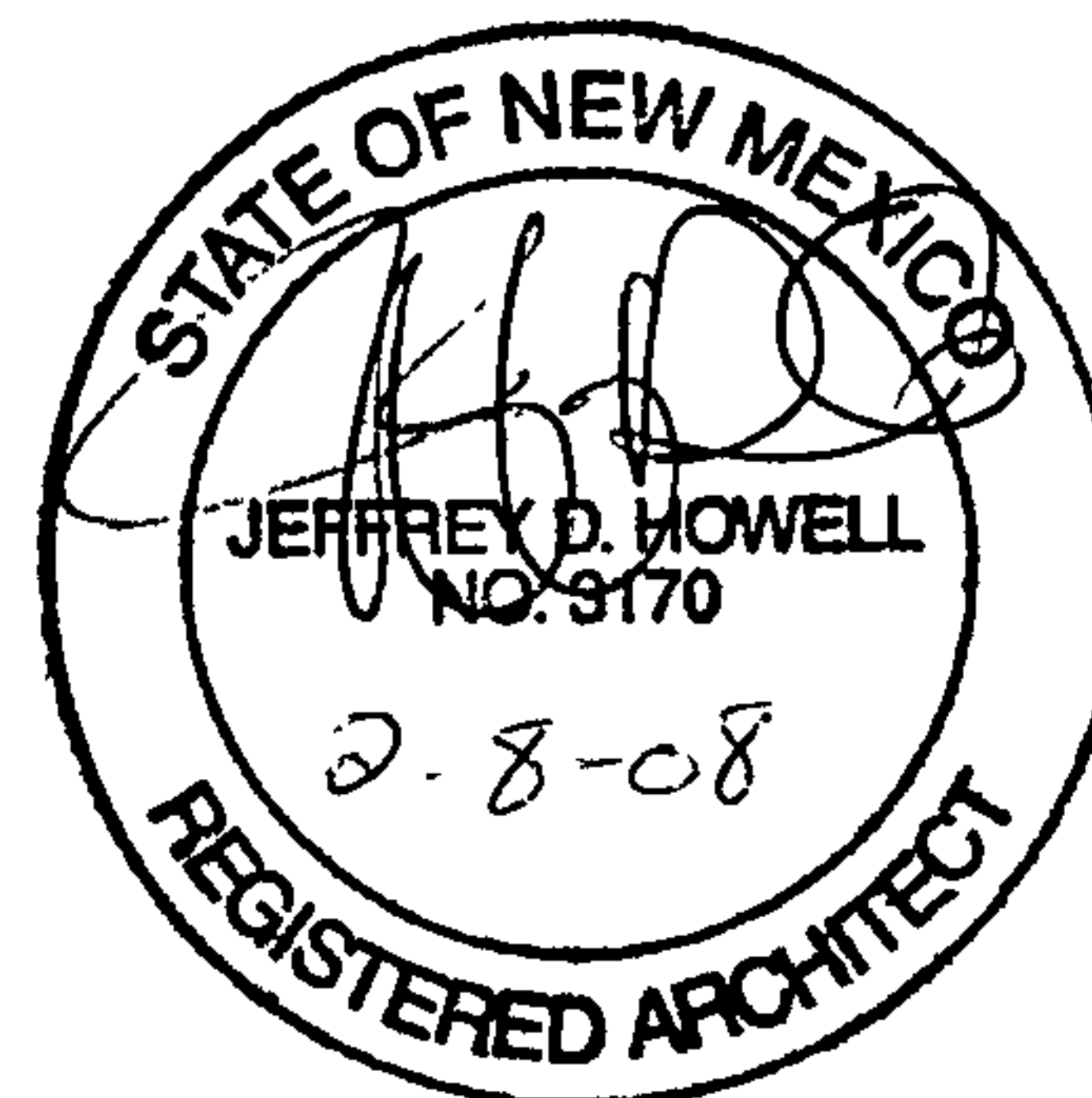
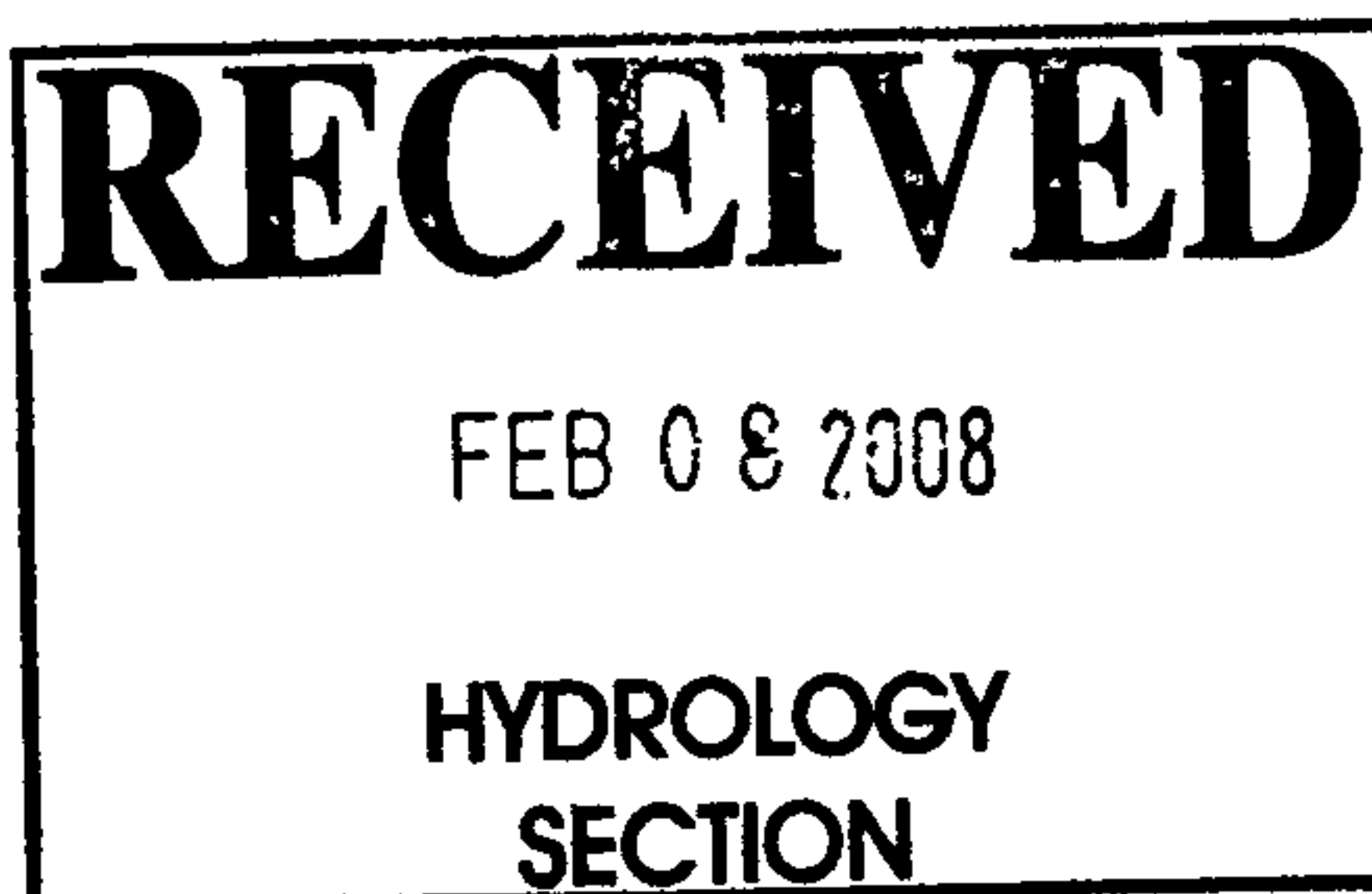
RE: TRAFFIC CERTIFICATION

TRAFFIC CERTIFICATION

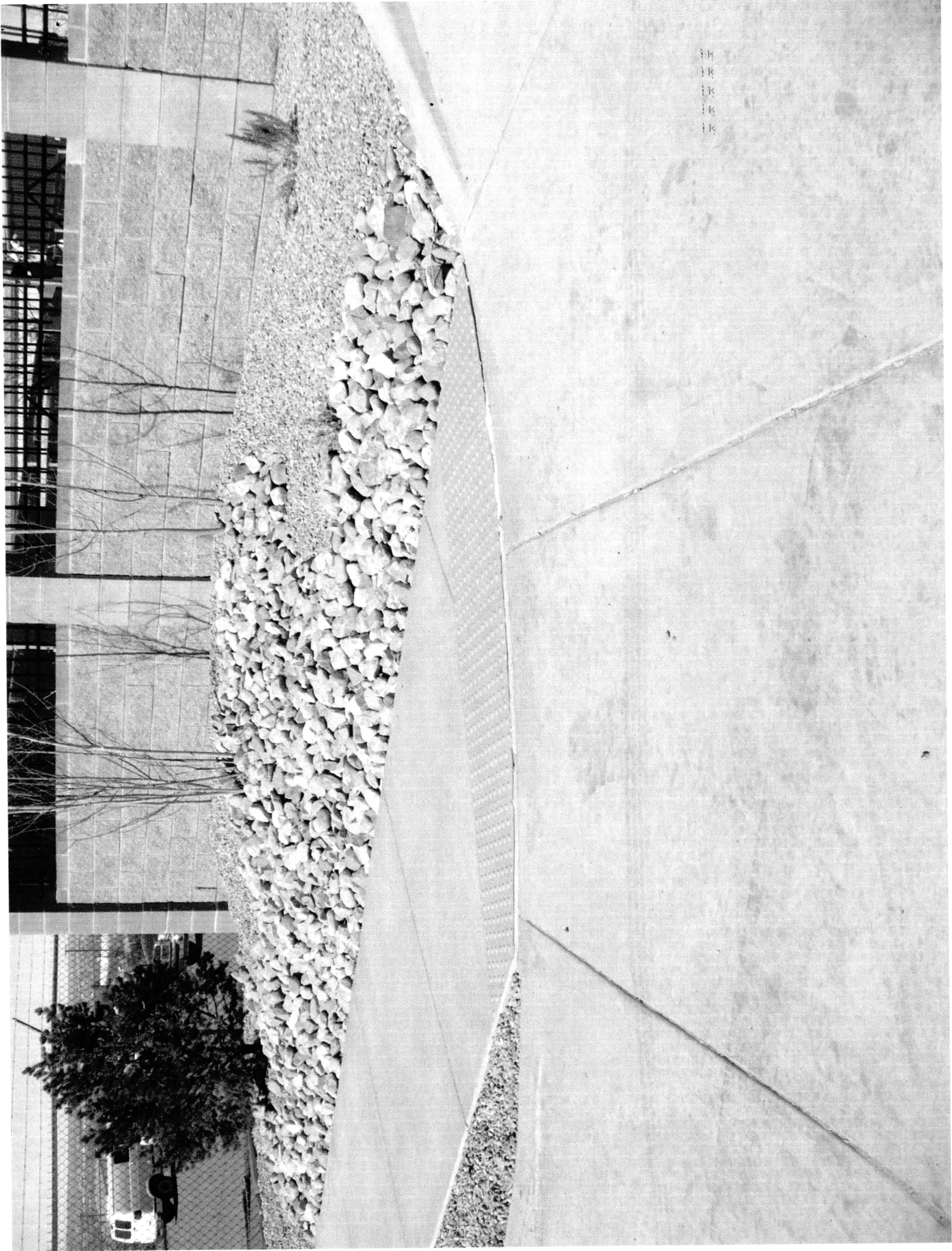
I, JEFFREY HOWELL, NEW MEXICO REGISTERED ARCHITECT #3170, OF THE FIRM JEFFREY HOWELL & ASSOCIATES, HEREBY CERTIFY THAT THIS PROJECT IS IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE DRB APPROVED PLAN DATED AUGUST 9, 2007. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY JEFFREY HOWELL OF JEFFREY HOWELL & ASSOCIATES. I FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE (LOCATED AT 6509 SIGNAL AVENUE NE) ON JANUARY 10, 2008 AND HAVE DETERMINED BY VISUAL INSPECTION THAT SURVEY DATA PROVIDED IS REPRESENTATIVE OF ACTUAL SITE CONDITIONS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR A CERTIFICATE OF OCCUPANCY.

THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE TRAFFIC ASPECTS OF THIS PROJECT. THOSE RELYING ON THE RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.


JEFFREY D. HOWELL
REGISTERED ARCHITECT









CITY OF ALBUQUERQUE



December 17, 2007

Lawrence D. Read
Larry Read & Associates, Inc.
2430 Midtown Place, NE Ste. C
Albuquerque, NM 87107

Re: Kingdom Hall Jehovah Witnesses, 6509 Signal NE, Grading and Drainage Plan
Engineer's Stamp dated 08-17-07 (C-18/D079)

Mr. Read

Based upon the information provided in your submittal received 8-20-07, the above referenced plan is approved for SO-19.

A separate permit (SO#19) is required for construction within City Right of Way. A copy of this approval letter must be on hand when applying for the excavation permit. Be advised that no Certificate of Occupancy, Temporary or Permanent, will be issued prior to an inspection and approval of the sidewalk culvert by Storm Drain Maintenance Department. Contact Duane Schmitz at 235-8016 to schedule an inspection.

Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

If you have any questions, you can contact me at 924-3982.

Sincerely,

Timothy Sims
Plan Checker - Hydrology, Planning Dept.
Development and Building Services

Cc: Bradley Bingham
Duane Schmitz, DMD Street / Storm Maintenance
Antoinette Baldonado, Construction Services
File

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

CITY OF ALBUQUERQUE



October 30, 2007

Larry Read, PE
Larry Read & Associates
2430 Midtown Place NE, Ste C
Albuquerque, NM 87107

**Re: Kingdom Hall Jehovah Witnesses Grading and Drainage Plan
Engineer's Stamp dated 8-17-07, (C18/D79)**

Dear Mr. Read,

Based upon the information provided in your submittal dated 8-20-07 and easement and maintenance covenants recently provided, the above referenced plan is approved for Building Permit. Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology.

P.O. Box 1293

This project requires a National Pollutant Discharge Elimination System (NPDES) permit. In addition to submitting an NOI to the EPA and preparing a SWPPP, please send a copy of the SWPPP on a CD in .pdf format to the following address:

Albuquerque

Department of Municipal Development
Storm Drainage Division
P.O. Box 1293, One Civic Plaza, Rm. 301
Attn: Kathy Verhage
Albuquerque, NM 87103

New Mexico 87103

www.cabq.gov

If you have any questions about this permit, please feel free to call the Municipal Development Department, Hydrology section at 768-3654.

Also, prior to Certificate of Occupancy release, Engineer Certification of the grading plan per the DPM checklist will be required.

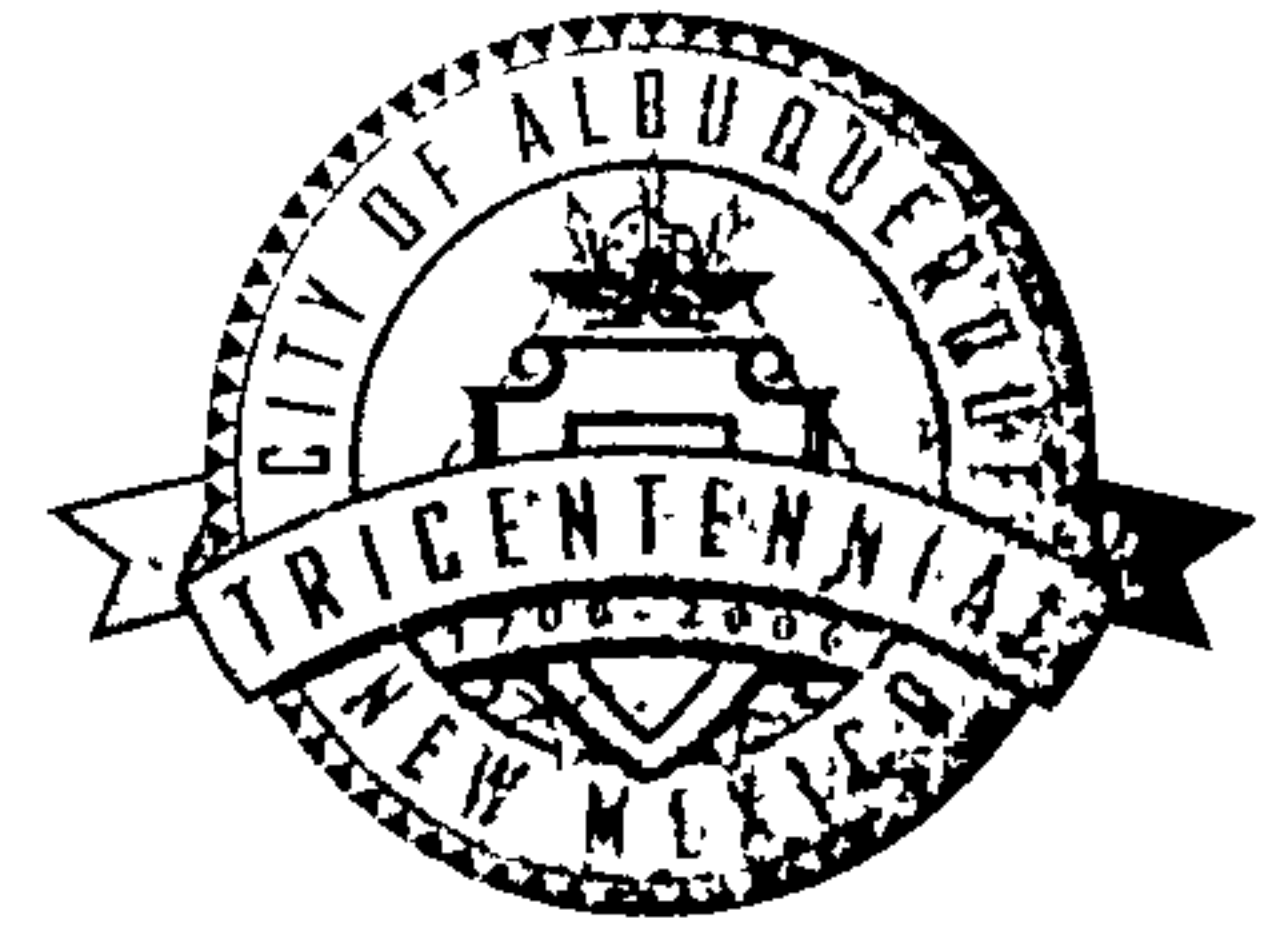
If you have any questions, please contact me at 924-3986.

Sincerely,

Bradley L. Bingham, PE
Principal Engineer, Planning Dept.
Development and Building Services

C: Kathy Verhage, DMD
file

CITY OF ALBUQUERQUE



September 28, 2007

Lawrence D. Read, P.E.
Larry Read & Associates, Inc
2430 Midtown Suite C
Albuquerque, NM 87107

Re: Kingdom Hall Jehovah Witnesses, 6509 Signal NE, Grading and Drainage Plan

Engineer's Stamp dated 8-17-07 (C18/D079)

Dear Mr. Read,

Based upon the information provided in your submittal dated 8-20-07, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

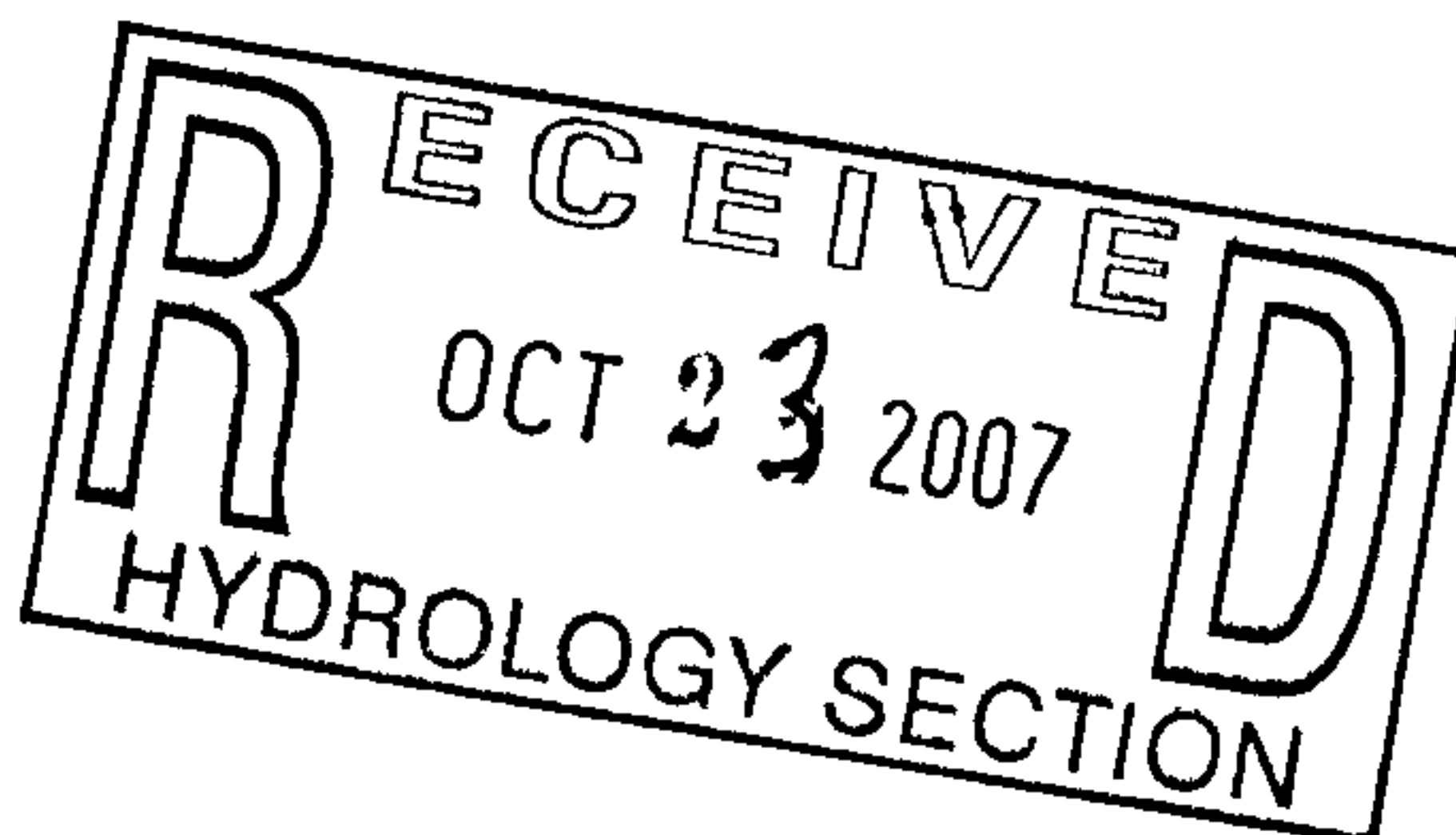
- A Maintenance Agreement & Covenant for the pond is required.
- The proposed temporary easement for the pond needs to extend to a City ROW and be a minimum of 20 feet wide centered on the storm drain leading to the pipe.

Also, prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

If you have any questions, you can contact me at 924-3695.

Sincerely,

Curtis A. Cherne, P.E.
Engineering Associate, Planning Dept.
Development and Building Services



C: file

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Kingdom Hall Jehovah's Witnesses
DRB #: _____ EPC#: _____

ZONE MAP/DRG. FILE #: C-18/D079
WORK ORDER#: _____

LEGAL DESCRIPTION: Lots 12 and 21, Block 29, Unit B NAA
CITY ADDRESS: 6509 Signal Avenue, NE

ENGINEERING FIRM: LARRY READ & ASSOCIATES, INC
ADDRESS: 2430 Midtown Suite C
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: LARRY READ
PHONE: 237-8421
ZIP CODE: 87107

OWNER: Desert Hills Congregation Jehovah's Witnesses
ADDRESS: 6815 Forest Hills Drive NE
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: Jeff Howell
PHONE: 321-7632
ZIP CODE: 87109

ARCHITECT: Jeff Howell
ADDRESS: 6815 Forest Hills Drive NE
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: Jeff Howell
PHONE: 321-7632
ZIP CODE: 87109

SURVEYOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

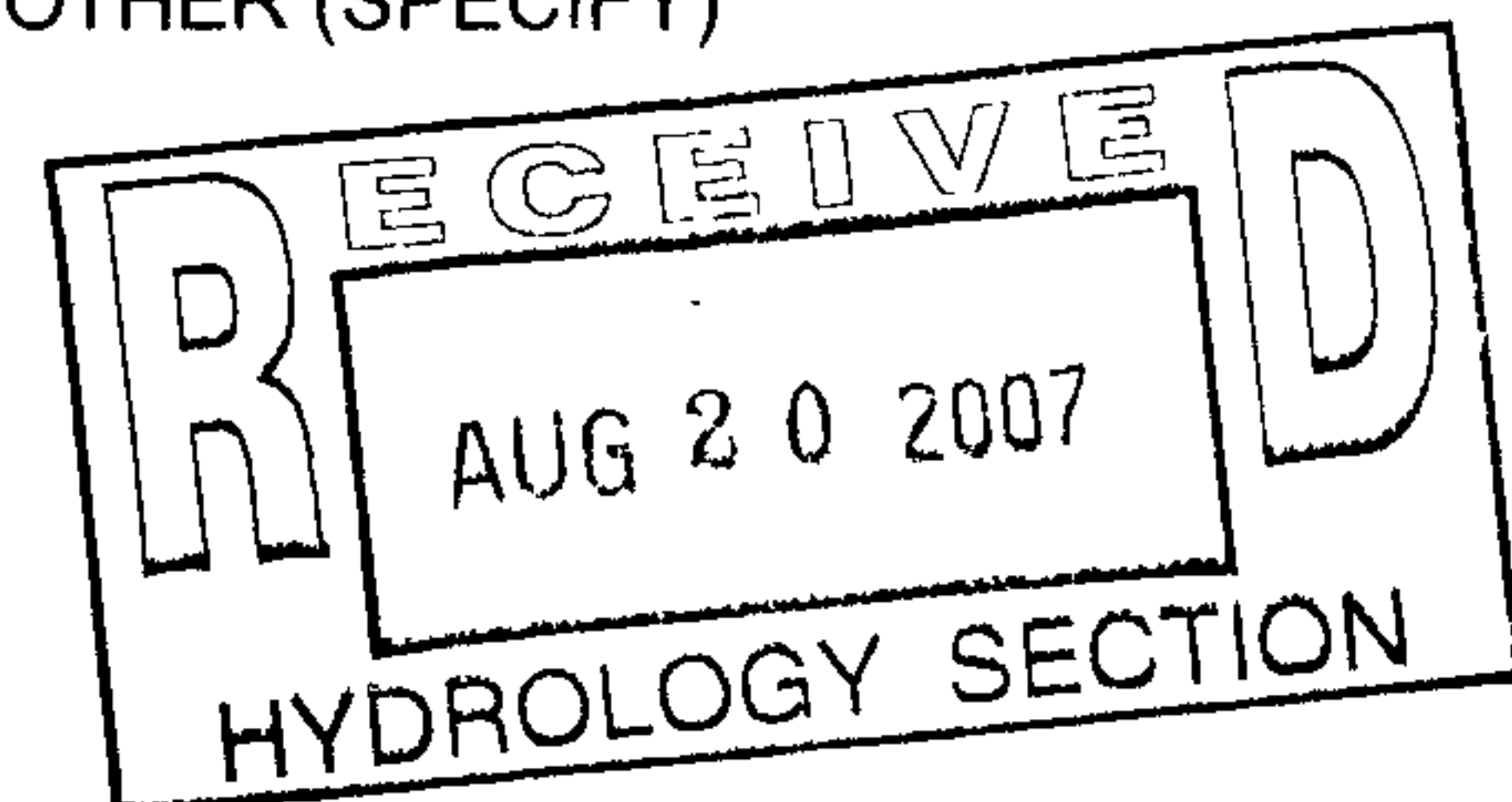
CHECK TYPE OF APPROVAL SOUGHT:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, **REQUIRES TCL or equal**
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☒ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☒ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY (PERM.)
- ☐ CERTIFICATE OF OCCUPANCY (TEMP.)
- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☒ NO
- ☐ COPY PROVIDED



DATE SUBMITTED: August 17, 2007

BY: Larry D. Read, PE

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

City of Albuquerque Planning Department

One Stop Shop – Development and Building Services

08/20/2007 Issued By: PLNABG

Permit Number: 2007 060 022

Category Code 970

Application Number: 07REV-60022, Review - Drainage Plan Or Traffic Impact

Address:

Location Description: C-18/D079 KINGDOM HALL JEHOVA'S WITNESSES

Project Number: null

Applicant

Kingdom Hall Jehova'S Witness
Jeff Howell
6509 Signal Ave Ne,
Albuquerque, NM 87109
321-7632

Agent / Contact

Larry Read

2430 Midtown Place Ne, Suite C
Albuquerque, NM 87107
237-8421

Application Fees

441008/4883000	REV Actions	\$50.00
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TOTAL:	\$50.00
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City Of Albuquerque
Treasury Division

8/20/2007 11:25AM LOC:\ANNX
WSH-007 TRANS# 0024
RECEIPT# 00086743-00086743
PERMIT# 2007060022 WSHSP
Trans Amt \$50.00
REV Actions \$50.00
CK \$50.00
CHANGE \$0.00

Thank You

C-18/D079



LICENSE AGREEMENT

13-20

This License Agreement ("Agreement") is made and entered into this 4th day of October, 2007, by **DOS BORRACHOS PARTNERSHIP**, a New Mexico General Partnership ("Grantor") and **DESERT HILLS CONGREGATION OF JEHOVAH'S WITNESSES** ("Grantee").

pm 15 168 //

RECITALS

6.7 12.21

A. Grantor is the owner of the real property described as:

Lot Eleven (11), in Block Twenty-Nine (29) of Tract A, Unit 3 of NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20. ("Grantor's Property")

B. Grantee is the owner of the real property described as:

Lot Twelve (12) and Lot Twenty-One (21) in Block Twenty-Nine (29) of Tract A, Unit 3 of NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20. ("Grantee's Property")

C. Grantee, in order to comply with grading and drainage plan requirements for the City of Albuquerque, Grantee must construct a temporary storm drain connection from the City storm drain in Alameda Boulevard to a new temporary storm water retention pond on Grantor's Property and Grantee has requested that Grantor grant a license over the Grantor's Property to allow for construction of a temporary storm drain pipe from the City of Albuquerque's storm drain system in Alameda Boulevard to convey the floodwater runoff from the Grantee's Property across the Grantor's Property and into the temporary storm water retention pond on the Grantor's Property. Grantor has assumed Grantee's obligation to construct the temporary storm water retention pond on Grantor's Property.

NOW, THEREFORE, in consideration of the foregoing and of the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. License. Grantor hereby grants to Grantee, its successors and assigns, a license to construct a temporary storm drain pipe from the City of Albuquerque's storm drain system in Alameda Boulevard and upon the Grantor Property for the purpose of conveying floodwater

agreement in contract

runoff from the upstream drainage off Grantee's Property unto and across the Grantor's Property and into the temporary storm water retention pond to be located upon Grantor's Property.

Not until storm drain in Alameda
2. Term. The rights granted herein shall terminate upon the recording of a final plat of: Lots Thirteen (13) through Sixteen (16) and Lots Seventeen (17) through Twenty (20) in Block Twenty-Nine (29) of Tract A, Unit 3 NORTH ALBUQUERQUE ACRES, 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 September 10, 1931 in Volume D-1, Folio 20., of and the completion of the construction of off-site street improvements within the R.O.W. of Alameda. The development of Grantee's Property will be pursuant to a drainage plan which will incorporate the drainage plan of Grantor.

3. Indemnification. Grantee shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all claims, demands and liability, including attorneys' fees, for damage to persons or property that are caused by Grantee's negligence related to Grantee's maintenance and continued use of the License upon Grantor's Property.

4. Maintenance. Grantee shall repair and maintain the temporary storm drain pipe from the City of Albuquerque's storm drain system in Alameda Boulevard and temporary storm water retention pond and revegetate all areas disturbed by Grantee's maintenance activities.

5. Modification. Grantee shall not make any modification or alteration to the channel or the storm pond after it has been constructed without prior written consent of the Grantor.

6. Attorneys Fees and Costs. If any legal or other proceeding is instituted to enforce any term of this License, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees, including attorneys fees, by the other party, and if any judgment is secured by such prevailing party, all such legal costs, expenses and fees shall be included in any such judgment.

7 Authority. The Grantor and the Grantee hereby each represent that they have the legal authority to enter into and execute this License Agreement and to perform all of the obligations and duties imposed herein.

8 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of New Mexico.

! doesn't have statement to allow the city to maintain if not maintained by

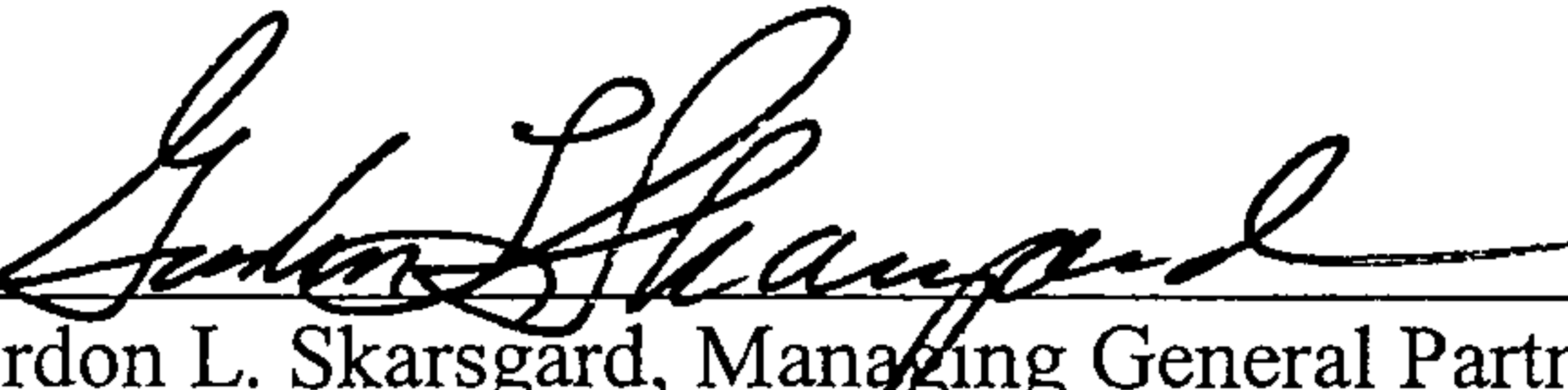
IN WITNESS WHEREOF, the parties have executed this License Agreement effective on the date first written above.

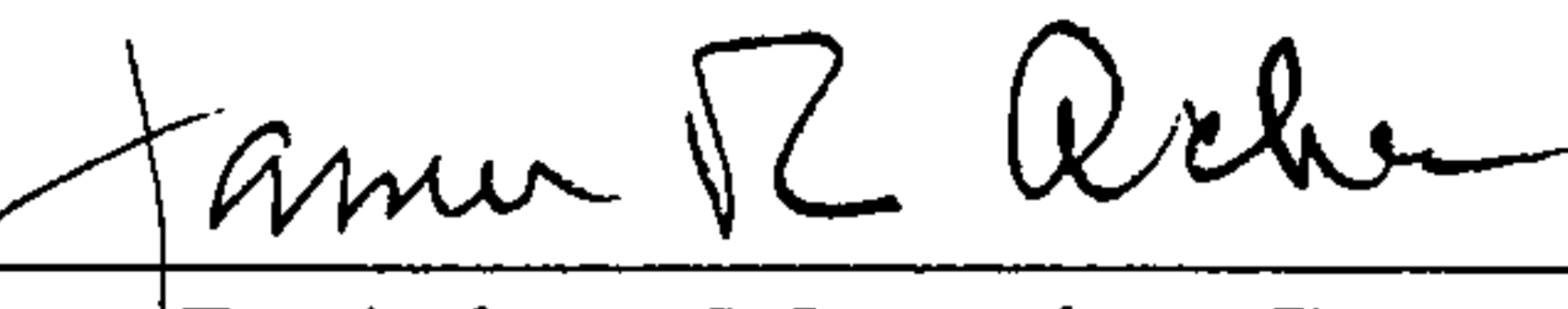
Grantee or Grantor

*-2-
2 city sign*

GRANTOR:

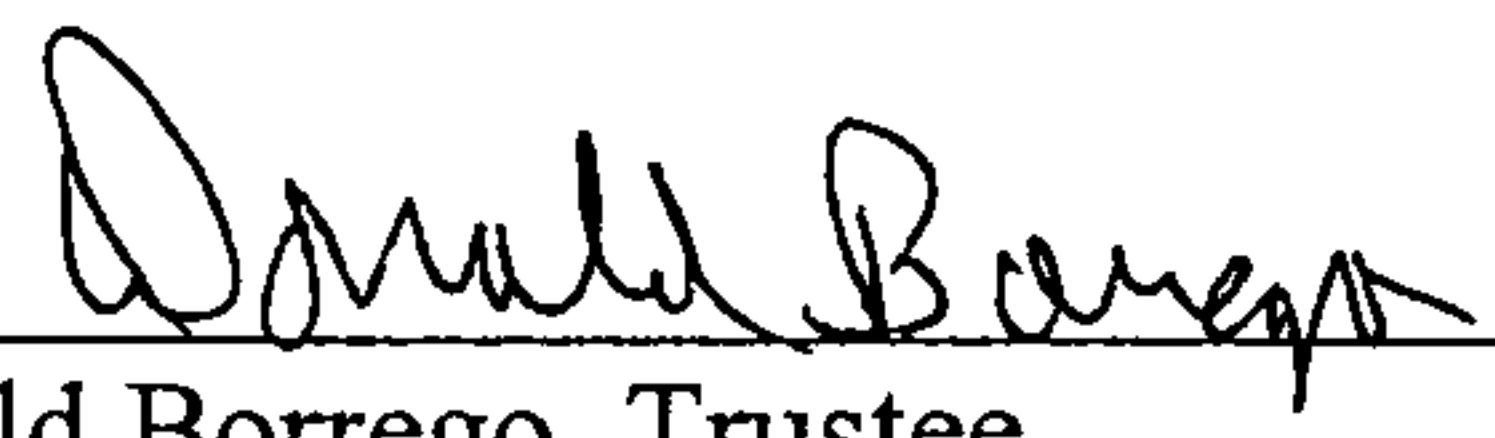
DOS BORRACHOS PARTNERSHIP,
A New Mexico General Partnership


By 
Gordon L. Skarsgard, Managing General Partner
Date 10-4-07


By 
James R. Achen, Managing General Partner
Date 10-4-07

GRANTEE:

**DESERT HILLS CONGREGATION OF
JEHOVAH'S WITNESSES**

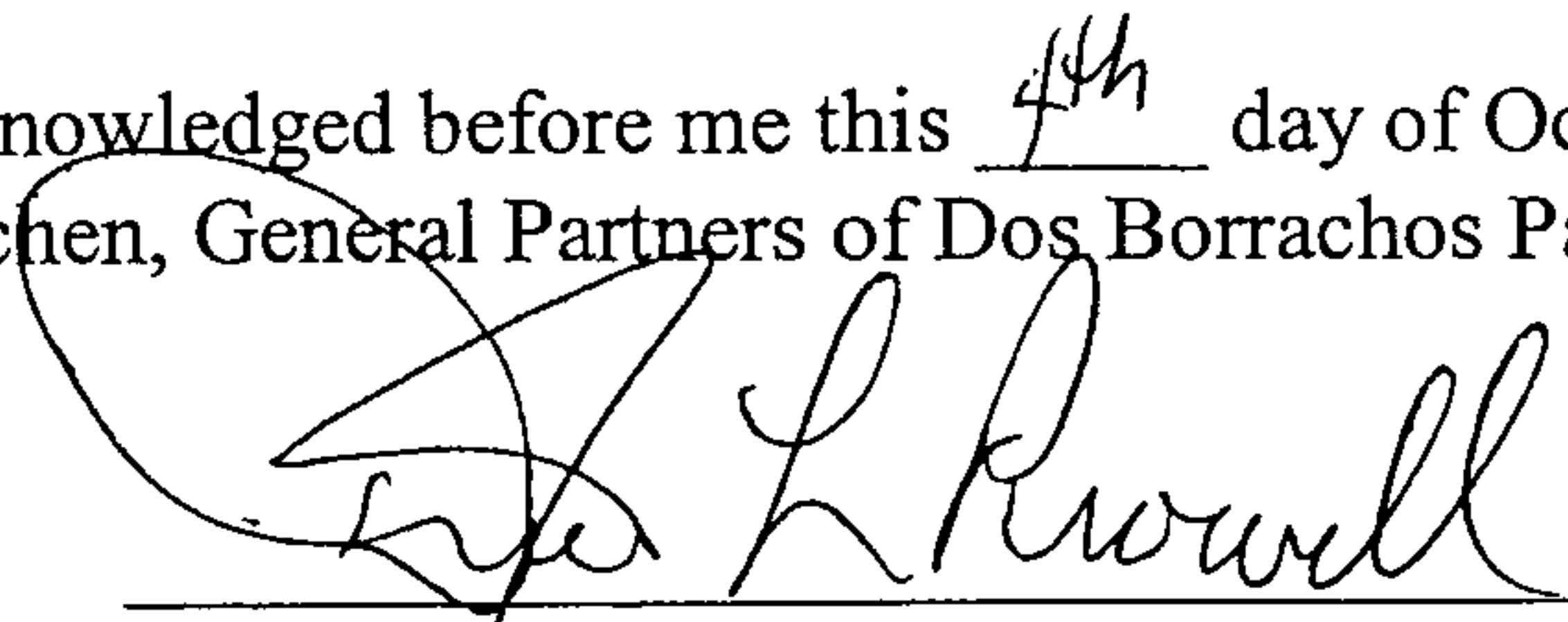
By 
Donald Borrego, Trustee
Date 10-4-07

By 
Howard W. Seward, Trustee
Date 10-4-07

By 
Frank T. Trujillo, Trustee
Date 10-4-07

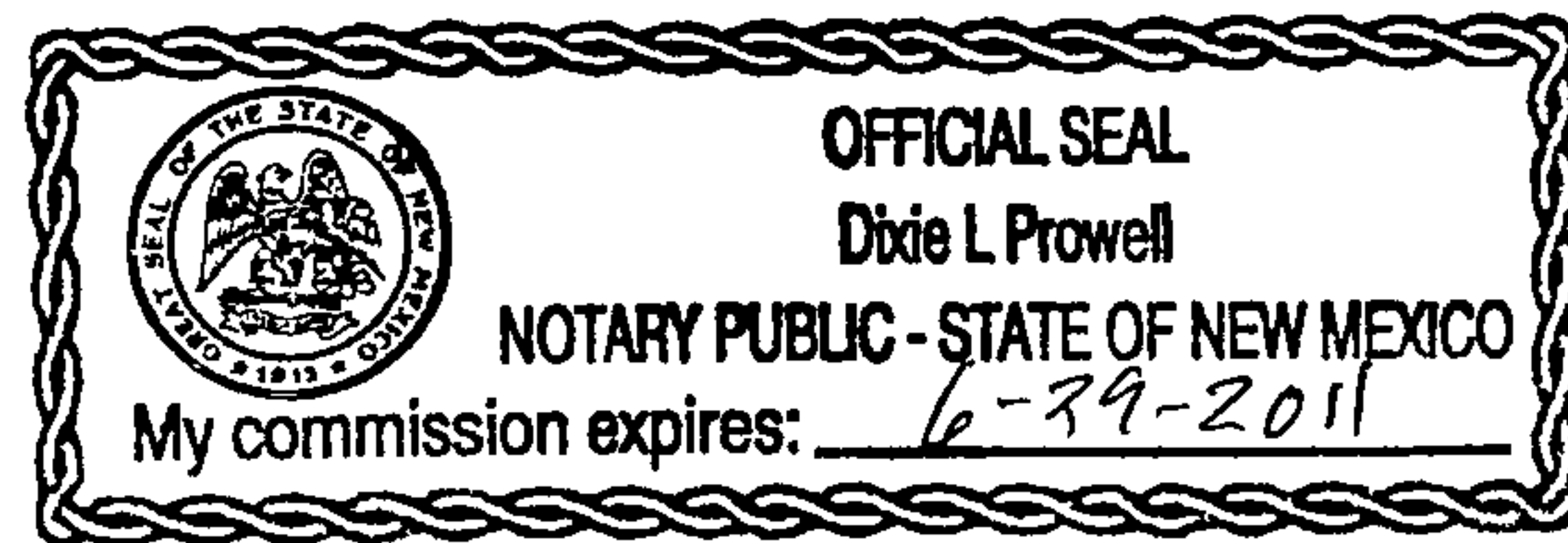
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 4th day of October, 2007 by Gordon L. Skarsgard, and James R. Achen, General Partners of Dos Borrachos Partnership, a New Mexico General Partnership.



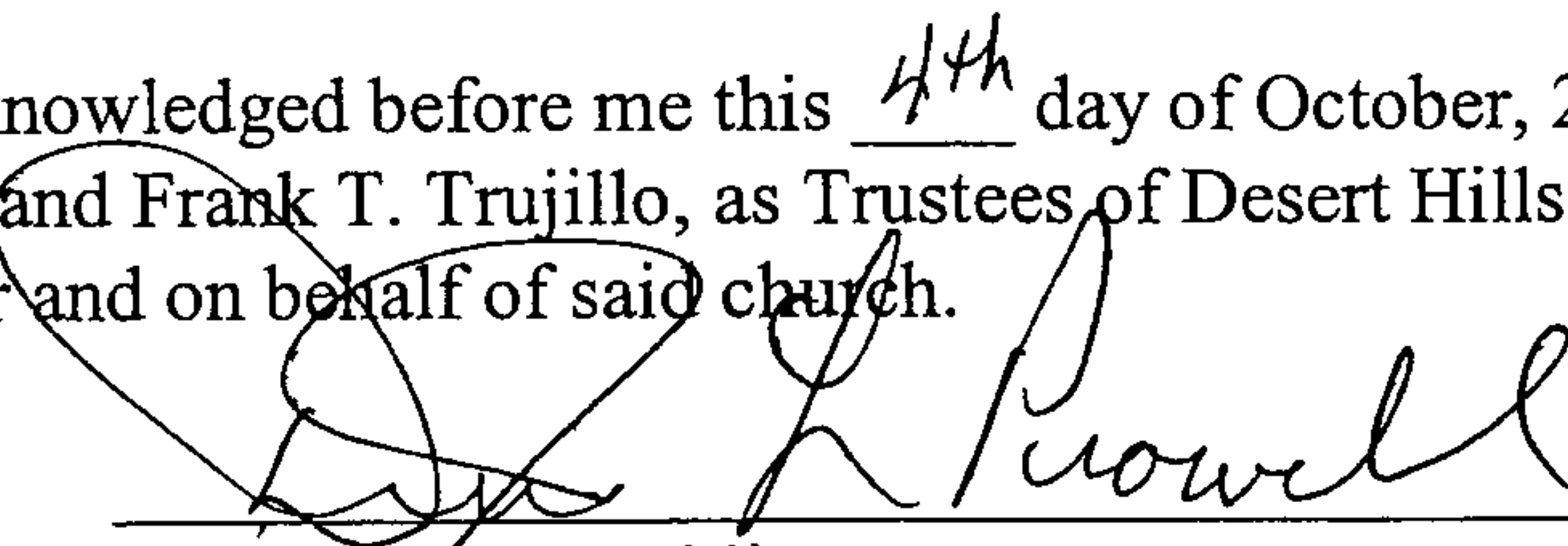
Notary Public

My commission expires:
6-29-2011



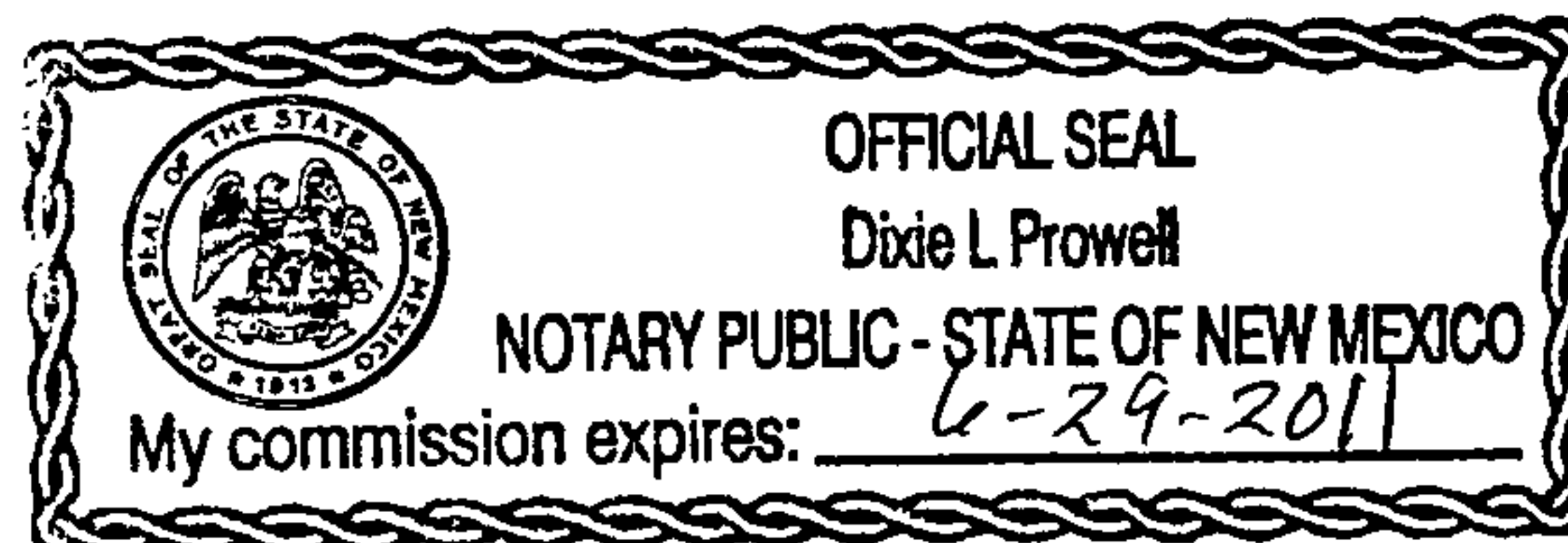
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 4th day of October, 2007 by Donald Borrego, Howard W. Seward, and Frank T. Trujillo, as Trustees of Desert Hills Congregation of Jehovah's Witnesses, for and on behalf of said church.



Notary Public

My commission expires:
6-29-2011



CITY OF ALBUQUERQUE



August 6, 2007

Lawrence D. Read, P.E.
Larry Read & Associates, Inc
2430 Midtown Suite C
Albuquerque, NM 87107

**Re: Kingdom Hall Jehovah's Witnesses, 6509 Signal NE, Conceptual Grading
and Drainage Plan**

Engineer's Stamp dated 8-3-07 (C18/D079)

Dear Mr. Read,

Based upon the information provided in your submittal dated 8-3-07, the above referenced plan is approved for Preliminary Plat and Site Development Plan for Building Permit action by the DRB.

This project requires a National Pollutant Discharge Elimination System (NPDES) permit. You are required to send a copy of your SWPPP on a CD to the following address:

Department of Municipal Development, Storm Drainage Division, P.O. Box 1293, One Civic Plaza, Rm. 301, Albuquerque, NM 87103

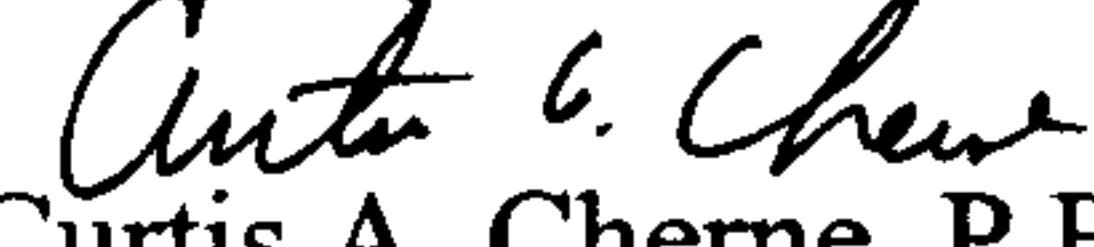
If you have any question concerning the SWPPP, please contact Kathy Verhage 768-3654.

Work performed in the ROW will be per the Work Order process, therefore an SO 19 Permit is not required.

An Agreement & Covenant for the pond is required prior to Building Permit approval.

If you have any questions, you can contact me at 924-3695.

Sincerely,


Curtis A. Cherne, P.E.

Engineering Associate, Planning Dept.
Development and Building Services

C: file
Brad Bingham
Kathy Verhage, DMD

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Kingdom Hall Jehovahs'Witnesses
DRB #: _____ EPC#: _____

ZONE MAP/DRG. FILE #: C-18/D079
WORK ORDER#: _____

LEGAL DESCRIPTION: Lots 12 and 21, Block 29, Unit B NAA
CITY ADDRESS: 6509 Signal Avenue, NE

ENGINEERING FIRM: LARRY READ & ASSOCIATES, INC
ADDRESS: 2430 Midtown Suite C
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: LARRY READ
PHONE: 237-8421
ZIP CODE: 87107

OWNER: Desert Hills Jehovahs's Witnesses
ADDRESS: 6815 Forest Hills Drive Ne
CITY, STATE: ALBUQUERQUE, NEW MEXICO

CONTACT: Jeff Howell
PHONE: 321-7632
ZIP CODE: 87109

ARCHITECT: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

SURVEYOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

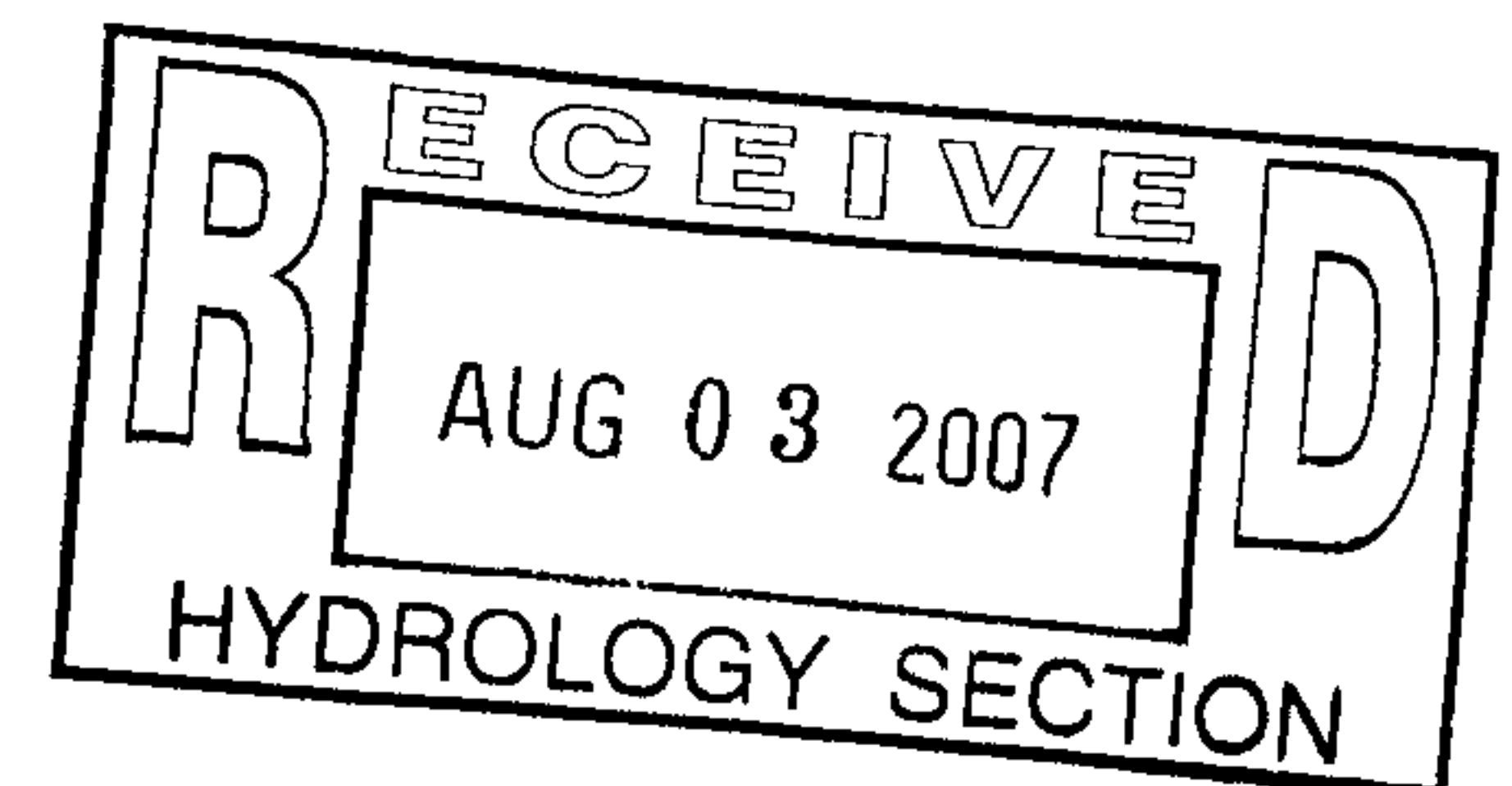
CHECK TYPE OF APPROVAL SOUGHT:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, **REQUIRES TCL or equal**
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☒ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☒ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☒ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY (PERM.)
- ☐ CERTIFICATE OF OCCUPANCY (TEMP.)
- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☒ YES
- ☒ NO
- ☐ COPY PROVIDED



DATE SUBMITTED: August 3, 2007

BY: Larry D. Read, PE

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.