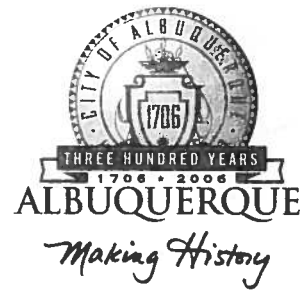


CITY OF ALBUQUERQUE



June 29, 2005

Daniel Aguirre, P.E.
Wilson & Company
2600 The American Rd. SE, Suite 100
Rio Rancho, NM 87124

**Re: Brunacini at Journal Center, Tract A-2 of Journal Center Phase 2 Unit 2,
Grading and Drainage Plan**

Engineer's Stamp dated 6-28-05 (D17-D3AA)

Dear Mr. Aguirre,

Based upon the information provided in your submittal received 6-28-05, 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. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

P.O. Box 1293

Albuquerque

This project requires a National Pollutant Discharge Elimination System (NPDES) permit. If you have any questions regarding this permit please feel free to call the DMD Storm Drainage Design section at 768-3654 (Charles Caruso).

New Mexico 87103

If you have any questions, you can contact me at 924-3981.

www.cabq.gov

Sincerely,

Kristal D. Metro, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: Charles Caruso, DMD Storm Drainage Design
File

150

COA PROJECT # 747 982
Kristine Susco
898.8021
Wilson Company

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of _____," "partnership":] Brunacini Development Ltd. Co., a New Mexico Limited Liability Corporation ("Owner"), whose address is _____, and the City of Albuquerque, a New Mexico 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. The Owner is the owner of the following described real property located at [give legal description, and street address:] Tract A-2 Journal Center Phase 2 Unit 2
7411 Snaproll Street NE Albuquerque, NM 87110

in Bernalillo County, New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities 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 Facility. The Owner shall construct the following "Drainage Facility" within the Property at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
Improved Concrete Rundown and Floatable and Sediment Control Outlet Structure from West Property Line into the AMAFCA North Diversion Channel
The Drainage Facility is more particularly described in Exhibit A attached hereto and made a part hereof.

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

4. Benefit to Property. The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit



Mary Herrera

Bern. Co. COV

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Page: 1 of 4

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APPROVED AS TO FORM
LEGAL DEPT. 8/19/88

and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. 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.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's Property and constitute covenants running with the Owner's

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Page: 2 of 4

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R 15.00

Bern. Co. COV

Mary Herrera

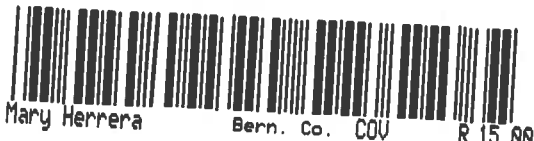
Property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with the concurrence of the City Engineer.

10. Entire Covenant. 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.

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

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

OWNER: Brunacini Development Ltd. Co.



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Page: 3 of 4
05/25/2005 02:24P
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By: [Signature]
Its: Member
Dated: 5/10/05

STATE OF New Mexico
COUNTY OF Bernalillo } ss

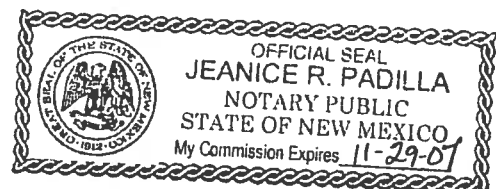
This ~~The foregoing~~ instrument was acknowledged before me on
10th day of May, 2005, by [name of person signing:]
Angelo Brunacini, [title or capacity, for instance,
"President" or "Owner":] Member of [name of
the entity which owns the Property if other than the individual
signing, for instance, the name of the corporation, partnership,
or joint venture:] Brunacini Development Ltd. Co.

Jeanice R. Padilla
Notary Public

My Commission Expires:
11-29-07

CITY OF ALBUQUERQUE:

Accepted:



By: [Signature] AB 5/24/05
Title: City Engineer
Dated: 5-24-05

ON 5-23-05
[EXHIBIT A ATTACHED]



Mary Herrera

Bern. Co. COV

R 15.00

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Page: 4 of 4

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AMAFCA NORTH DIVERSION CHANNEL

AMAFCA ROW

FLOATABLE & SEDIMENT CONTROL
OUTLET STRUCTURE
TO BE CONSTRUCTED
UNDER WORK ORDER #747982

12" DEEP TYPE VL
RIPRAP - 12'x49'

12' WIDE CONCRETE
RUNDOWN

TRACT A-2
COA #747982

TRACT A-1
COA #747981

5075

74

73

73

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SCALE: 1" = 20'

**WILSON
& COMPANY**

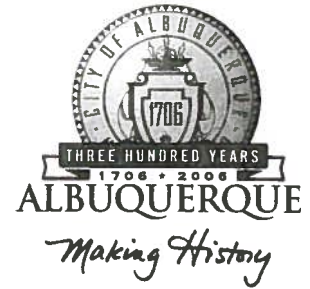
2600 THE AMERICAN ROAD S.E.
SUITE 100
RIO RANCHO, NEW MEXICO
87124
(505) 898-8021

BRUNACINI • JOURNAL CENTER
BLDG 2

**DRAINAGE COVENANT
EXHIBIT 'A'**

DESIGN	KIS	WCEA NO. X5218043	DATE	MAY 2005
DRAWN	KIS	PROJECT NO.	SHEET NO.	
CHECK	KIS	747982	1	OF 1

CITY OF ALBUQUERQUE



March 29, 2005

Mr. Daniel Aguirre, P.E.
WILSON & COMPANY
2600 The American Road SE
Suite 100
Rio Rancho, NM 87124

Re: JOURNAL CENTER – BRUNACINI, LOT A
7401 Snaproll St. NE
Approval of Certificate of Occupancy (C.O.)
Engineer's Stamp dated 09/01/2004 (D-17/d3AA)
Certification dated 03/29/2005

P.O. Box 1293

Dear Dan:

Albuquerque

Based upon the information provided in your submittal received 03/29/2005, the above referenced certification is approved for release of Permanent Certificate of Occupancy by Hydrology.

New Mexico 87103

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

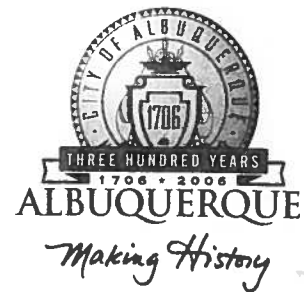
www.cabq.gov

Sincerely,

Arlene V. Portillo
Plan Checker, Planning Dept. - Hydrology
Development and Building Services

C: Phyllis Villanueva
File

CITY OF ALBUQUERQUE



October 4, 2004

Dan Aguirre, PE
Wilson & Company
2600 American Rd, SE, Ste. 100
Rio Rancho, NM 87124

**Re: Brunacini @ Journal Center, Tract A-1, Grading and Drainage Plan
Engineer Stamp 9-1-04 (D17/D3AA)**

Dear Mr. Aguirre,

Based upon information provided in your submittal dated 8-24-04, 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.

This project requires a National Pollutant Discharge Elimination System (NPDES) permit. Refer to the attachment that is provided with this letter for details. If you have any questions please feel free to call the Municipal Development Department, Hydrology section at 768-3654 (Charles Caruso).

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 924-3986.

Sincerely,

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

C: Chuck Caruso, DMD
file