

OF ALBUQUERQUE



September 21, 2010

Glenn S. Broughton, P.E.
Bohannon Huston
7500 Jefferson NE
Albuquerque, NM 87109

Re: USFS Phase II Grading and Drainage Plan
Engineer's Stamp date 9-3-10 (D17/D003AA1)

Dear Mr. Broughton,

Based upon the information provided in your submittal received 9-3-10 and 9-21-10, 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.

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

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

Sincerely,

Curtis A. Cherne, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: file

CITY OF ALBUQUERQUE



June 21, 2010

Glenn S. Broughton, P.E.
Bohannon Huston
7500 Jefferson NE
Albuquerque, NM 87109

Re: USFS Phase II Grading and Drainage Plan
Engineer's Stamp date 6-17-10 (D17/D003AA1)

Dear Mr. Broughton,

Based upon the information provided in your submittal received 6-18-10, the above referenced plan is approved for Site Development Plan for Building Permit action by the DRB, Rough Grading Permit and Foundation 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 for storm water discharge and a Topsoil Disturbance Permit since it is disturbing $\frac{3}{4}$ of an acre or more.

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

Sincerely,

Curtis A. Cherne, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: file
Kathy Verhage, DMD

D17/D003AA7

2003188832
5971863
Page: 1 of 1
10/14/2003 01:50P
Bk-A66 Pg-8438

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person Kathy Jaramillo
Phone No. 924-3996

Project # 651781
CCN# 200100955
New or Ext. #

Type of Agreement: release of agreement & covenant

Description/Project Name: Journal Center, Phase 2
Planning Dept./Div.: Design Review
Developer: Tiburon Investment
Contract Amount \$ -0- SIA Contract Period: 10/13/03 - closed
Contract Amount \$ SIA Contract Period:
Contract Amount \$ S/W Contract Period:

DRAFT CONTRACT:

Rec'd by Legal: Rejected/Returned to Dept.:
Returned to Legal: / Approved: Initials:

FINANCIAL GUARANTY:

Letter of Credit No.: Date: Attached: Yes No. Initial
Other: Type Date: Attached: Yes No. Initial

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	<u>Date Delivered</u>	<u>Returned to Dept.</u>	<u>Approved By</u>	<u>Approval Date</u>
Utility Div	<u>10/6/03</u>	<u>10/6/03</u>	<u>BUB</u>	<u>10/6/03</u>
Hydrology Div	<u>10/6/03</u>	<u>10/6/03</u>	<u>BUB</u>	<u>10/6/03</u>
Transportation Div	<u>10/7/03</u>	<u>10/7/03</u>	<u>A</u>	<u>10/7/03</u>
DRC Chairman	<u>10/8/03</u>	<u>10/8/03</u>	<u>C</u>	<u>10/8/03</u>
Legal Dept	<u>10/8/03</u>	<u>10/13/03</u>	<u>FA</u>	<u>10/13/03</u>
City Engineer	<u>10/8/03</u>	<u>10/13/03</u>	<u>FA</u>	<u>10/13/03</u>
PWD Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Finance	<u> </u>	<u> </u>	<u> </u>	<u> </u>
City Clerk	<u> </u>	<u> </u>	<u> </u>	<u> </u>
CAO	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DISTRIBUTION:

	<u>Date:</u>	<u>By:</u>
User Department.	<u>10/15/03</u>	<u>IS</u>
Vendor	<u>10/17/03</u>	<u>IS</u>
City Clerk	<u>10/17/03</u>	<u>IS</u>
Treasury	<u> </u>	<u> </u>
Other: <u> </u>	<u> </u>	<u> </u>

ADDENDUM TO COVER PAGE

10/8/03

(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT TITLE: Journal Center, Phase 2 PROJECT # 651781

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

8/10/03

ITEM	ACTION		Comments
	Review & Approval	Reference	
Procedure "A".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "B".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "B" Modified Non Work Order.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "C".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "C" Modified.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Special Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Sidewalk Deferral Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Amendment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Assignment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Financial Guarantee.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Construction Paperwork:			
Contractors Proposal.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Performance/Warranty Bonds.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Labor/Material Bonds.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Certificate of Insurance.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Engineers Cost Estimate.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Extension.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Release/Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Release/Financial Guarantee.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Calling Notice.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Letter of Commitment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Reduction Letter.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
License Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Monitoring Well Permit.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Agreement & Covenant..... <u>release</u>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	_____
Drainage Covenant.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Revocable Permit.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Encroachment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Permanent Easement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Temporary Easement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____

Other:

Please Call Kathy at 3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (2)

17.00

AGREEMENT AND COVENANT

Scanned to DMD

651781

2/22/01

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and TIBURON INVESTMENT CORPORATION, ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at WASHINGTON STREET AND WOLCOTT AVENUE N.E., in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information) TRACT 8A-1, JOURNAL CENTER PHASE 2, UNIT 1, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON March 15, 2001 IN VOLUME 2001C, FOLIO 84 AS DOCUMENT NO. 2001029156.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as: BLANKET DRAINAGE EASEMENT ON TRACT 8A-1, JOURNAL CENTER PHASE 2, UNIT 1, FILED IN THE OFFICE OF THE CLERK OF BERNALILLO COUNTY, NEW MEXICO ON March 15, 2001 IN VOLUME 2001C, FOLIO 84 AS DOCUMENT NO. 2001029156

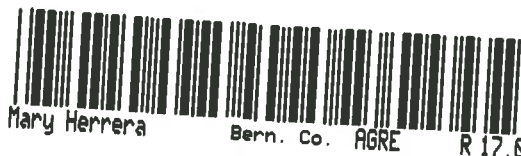
The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so): TEMPORARY EARTHEN OUTFALL CHANNEL

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in



3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan File D17/D3AA on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

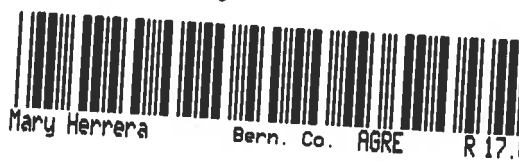
4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

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

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.



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

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

Tiburon Investment Corporation, 6400 Wyoming Blvd., NE, Albuquerque, NM 87109

Notice may be given to the User 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 User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. 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 indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

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

14. Entire Agreement. This Agreement 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.



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

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

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

CITY OF ALBUQUERQUE:

By: [Signature]
Chief Administrative Officer

Dated: 2-22-01

USER:

By: [Signature]
Title: Treasurer

Dated: 2-9-01

APPROVED:

[Signature] 2/22/01
Director, Public Works Dept.
KJE 2/22/01

Reviewed by:

[Signature]
City Engineer 2/22/01

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

) ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on February 22, ~~199~~ 2001, by Fred J. Aguirre ~~for~~ Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

11-15-2003



USER'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on 2-09,
19 2001, by Richard G. Elkins, _____, on behalf of _____
Tiburco Investment Corp

Laura L Ronda
Notary Public

My Commission Expires:

5-10-04



TEMPORARY DRAINAGE BLANKET EASEMENT

EXHIBIT "A"



SCALE: NONE

TRACT 8A-1
52.9183 Acres

A TEMPORARY BLANKET DRAINAGE
EASEMENT WITHIN TRACT 8A-1 IS GRANTED
TO THE CITY OF ALBUQUERQUE WITH
THE FILING OF THIS PLAT.

TEMPORARY
DRAINAGE
PATH
EARTHEN
OUTFALL
CHANNEL
CR

MASTHEAD STREET
(ROW VACATED BY VACATION ACTION NO. 00410-00000-01190)

SNAPROLL STREET
(ROW VACATED BY VACATION
ACTION NO. 00410-00000-01190)

Exist. 10' Public Drainage Easement
Filed: June 30, 1983 (C21-126)
VACATED BY VACATION ACTION

TRACT 8A-1
52.9183 Acres



2001089938
5541038
Page: 6 of 6
08/02/2001 01:31P
RV-R22 PN-R250