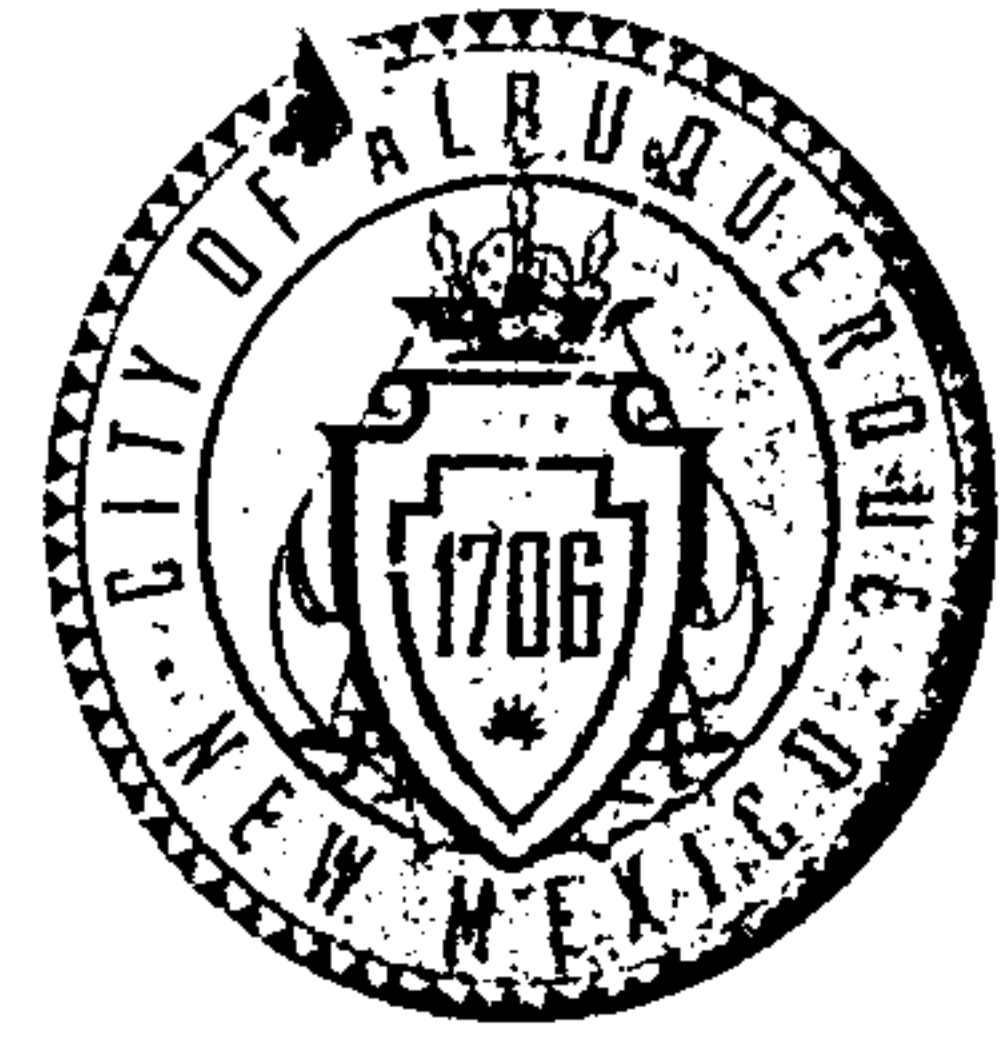


CITY OF ALBUQUERQUE



August 7, 2008

J. Graeme Means, P.E.
High Mesa Consulting Group
6010-B Midway Park Blvd. NE
Albuquerque, NM 87109

RE: Plaza Escondido, (E-12/D023)
Engineers Certification for Release of Financial Guaranty
Engineers Stamp dates 2-1-06 & 8-30-05
Engineers Certification dated 08/07/2008

Mr. Means,

Based upon the information provided in your Engineer's Certification submittal dated 8/07/2008, the above referenced plan is adequate to satisfy the Grading and Drainage Certification for Release of Financial Guaranty.

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

Sincerely,

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

C: Marilyn Maldonado, COA# 776681
File

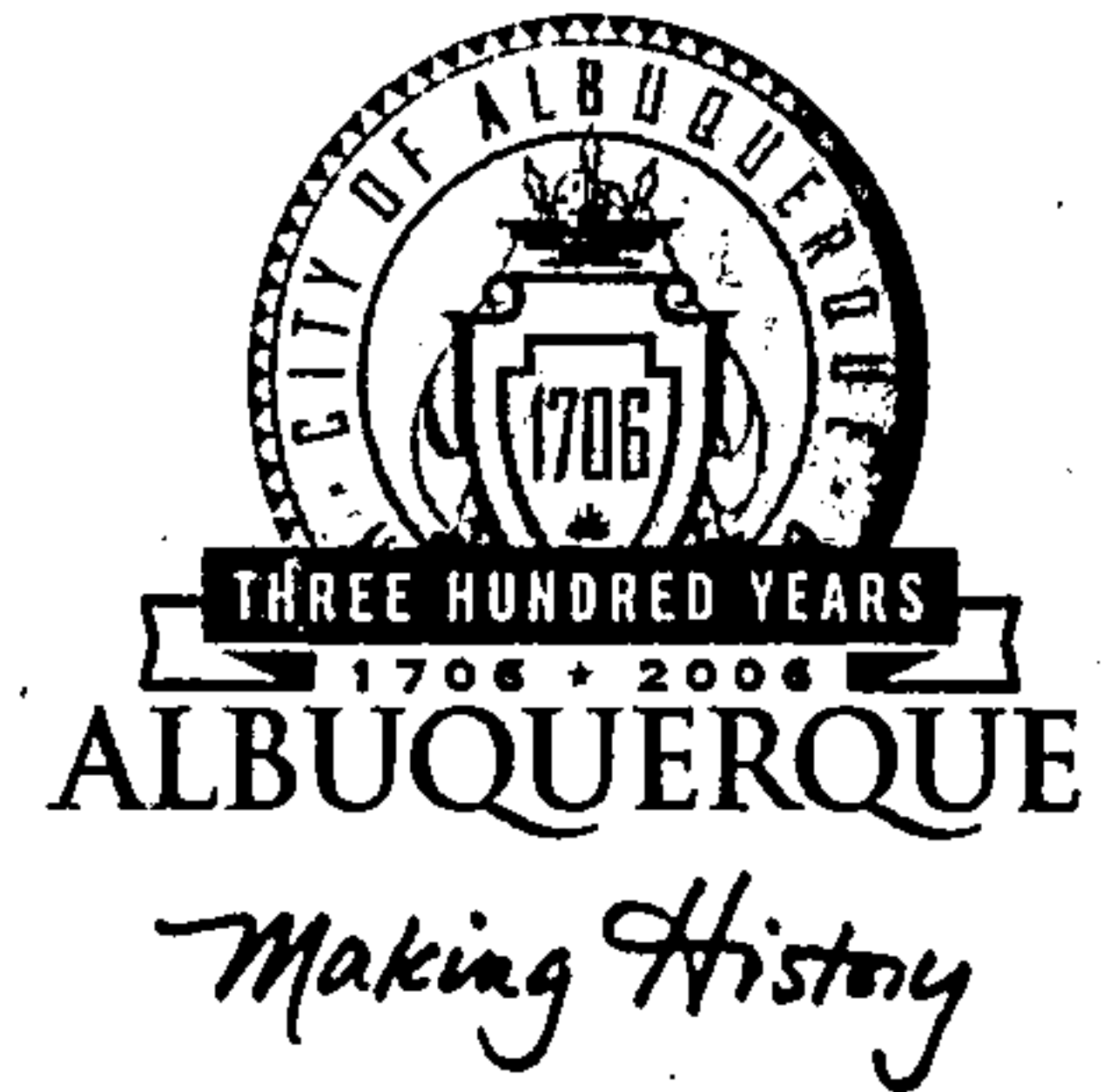
PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

CITY OF ALBUQUERQUE



March 31, 2006

J. Graeme Means, P.E.
Jeff Mortensen & Associates, Inc.
6010-B Midway Park Blvd. NE
Albuquerque, NM 87109

**Re: Plaza Escondido, 6260 & 6282 Winter Haven Rd. NW
Grading Plan-Engineer's Stamp dated 2-1-06 (E12-D23)**

Dear Mr. Means,

Based upon the information provided in your submittal dated 3-2-06, the above referenced plan is approved as amended. This will be the plan that must be certified for Release of Financial Guaranty.

If you have any other questions, you can contact me at 924-3990.

Sincerely,

Phillip J. Lovato, E.I., C.F.M.
Engineering Associate, Hydrology,
Development and Building Services,
Planning Department

cc: file

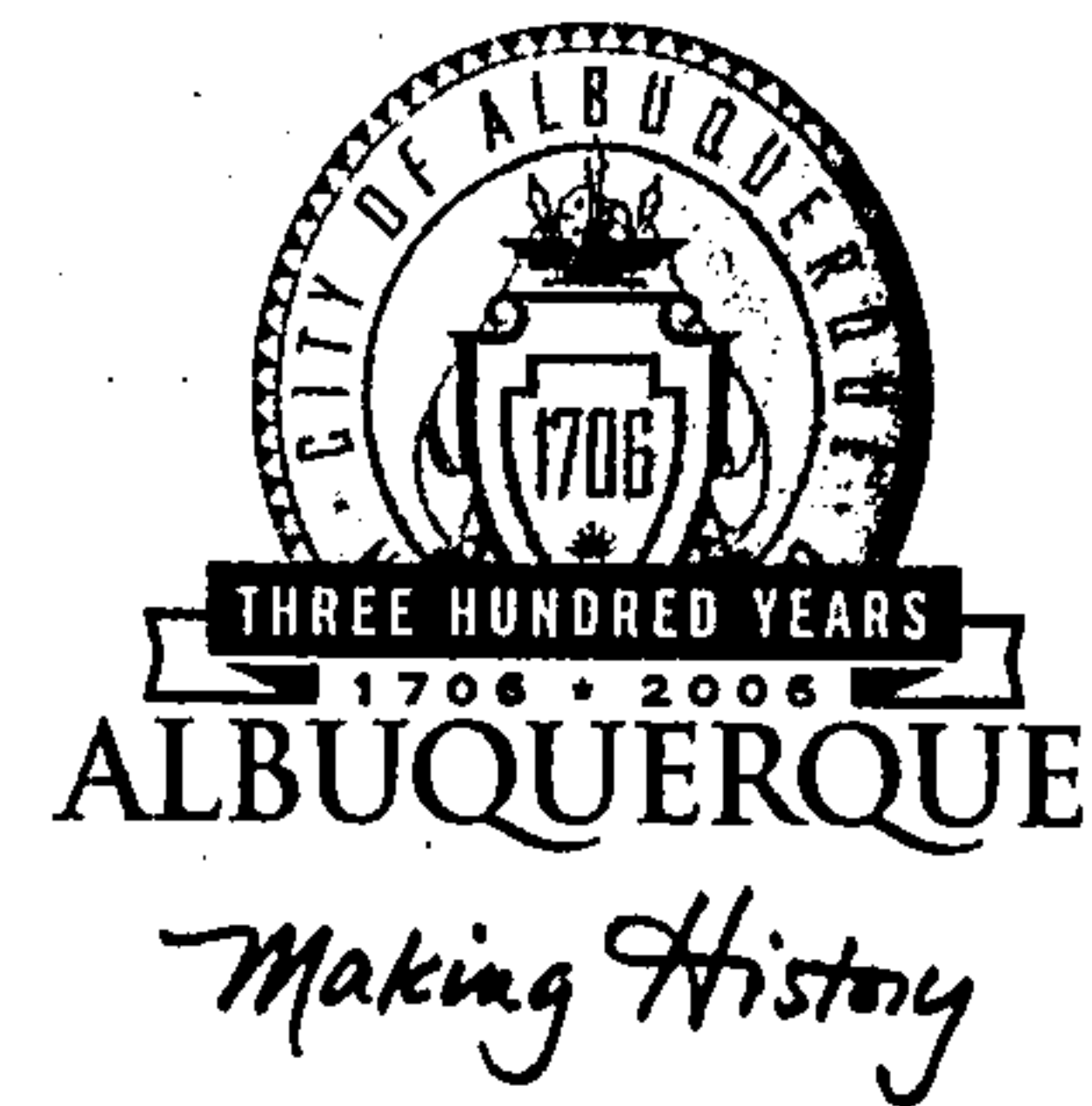
P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

CITY OF ALBUQUERQUE



September 5, 2005

J. Graeme Means, P.E.
Jeff Mortensen & Associates, Inc.
6010-B Midway Park Blvd. NE
Albuquerque, NM 87109

**Re: Plaza Escondido, 6260 and 6282 Winter Haven Road NW, Grading Plan
Engineer's Stamp dated 8-30-05 (E12-D23)**

Dear Mr. Means,

Based upon the information provided in your submittal received 8-31-05, the above referenced plan is approved for Work Order and Grading Permit. This is now the plan that must be certified for release of SIA and Financial Guarantee.

P.O. Box 1293

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

Albuquerque

New Mexico 87103

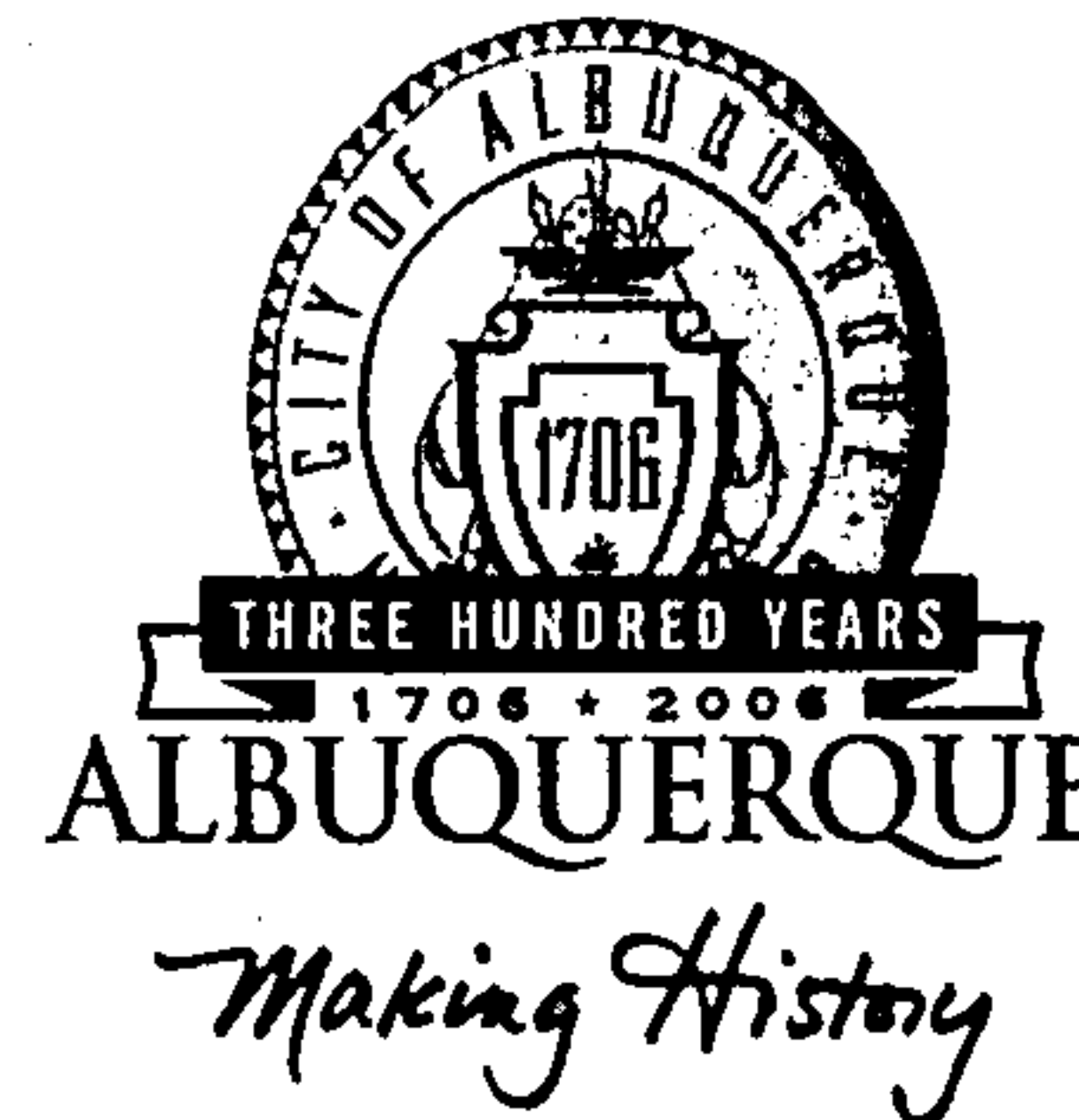
Sincerely,

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

www.cabq.gov

C: file

CITY OF ALBUQUERQUE



June 9, 2005

J. Graeme Means, P.E.
Jeff Mortensen & Associates, Inc.
6010-B Midway Park Blvd. NE
Albuquerque, NM 87109

**Re: Plaza Escondido, 6260 and 6282 Winter Haven Road NW, Site
Development Plan**

Engineer's Stamp dated 5-02-05 (E12-D23)

Dear Mr. Means,

Based upon the information provided in your submittal received 6-08-05, the
above referenced plan is approved for Site Development Plan for Subdivision action
by the DRB.

P.O. Box 1293

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

Albuquerque

New Mexico 87103

www.cabq.gov

C: file

Sincerely,

Kristal D. Metro
Engineering Associate, Planning Dept.
Development and Building Services

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, contractor 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 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.

CITY OF ALBUQUERQUE:
ACCEPTED:

By: [Signature]
~~Bruce J. Perlman, Ph.D.~~

Chief Administrative Officer

Dated: 8-28-07

OWNER:

By: William Brennan

Title: Managing Member

Dated: 08-20-2007

APPROVED:

[Signature]
City Engineer

Dated: 8-28-07

[Signature] 8/27/07

[Signature] 8.27.07

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

) ss

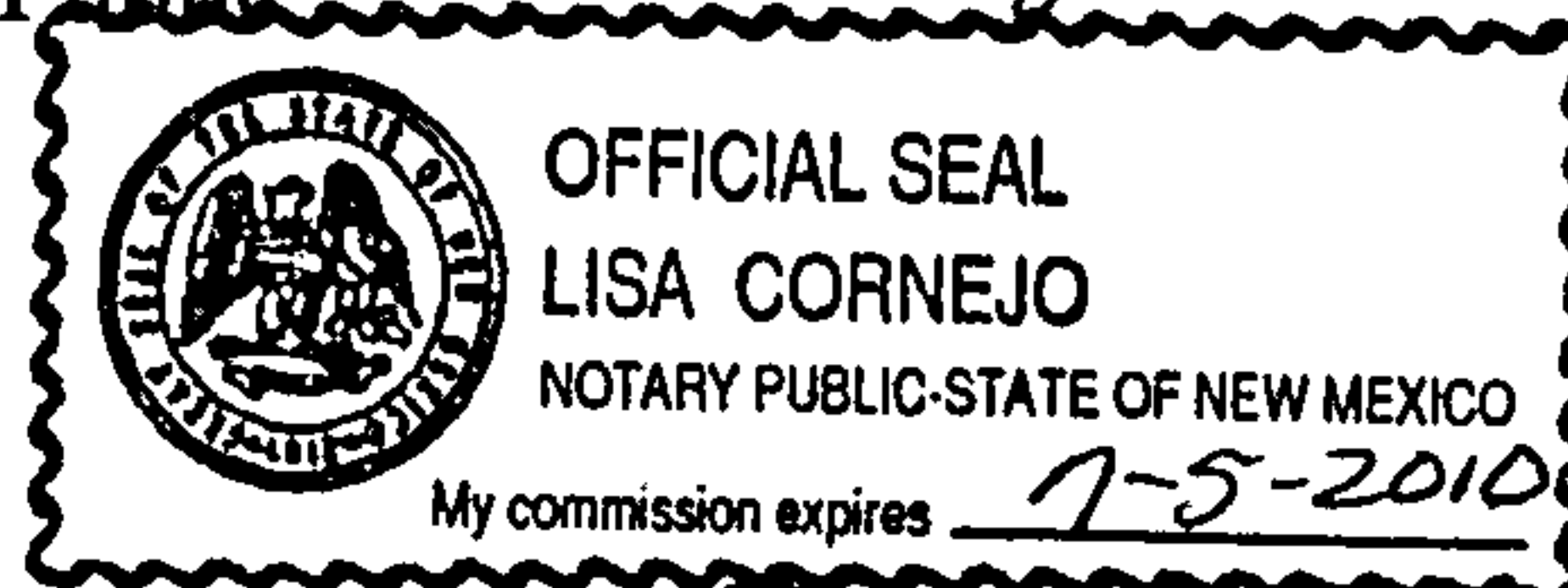
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on August 28, 2007, by Richard
Perleman, Ph.D., Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal
corporation, on behalf of the corporation.

7-5-2010

My Commission Expires:

[Signature]
Notary Public



OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

) ss.

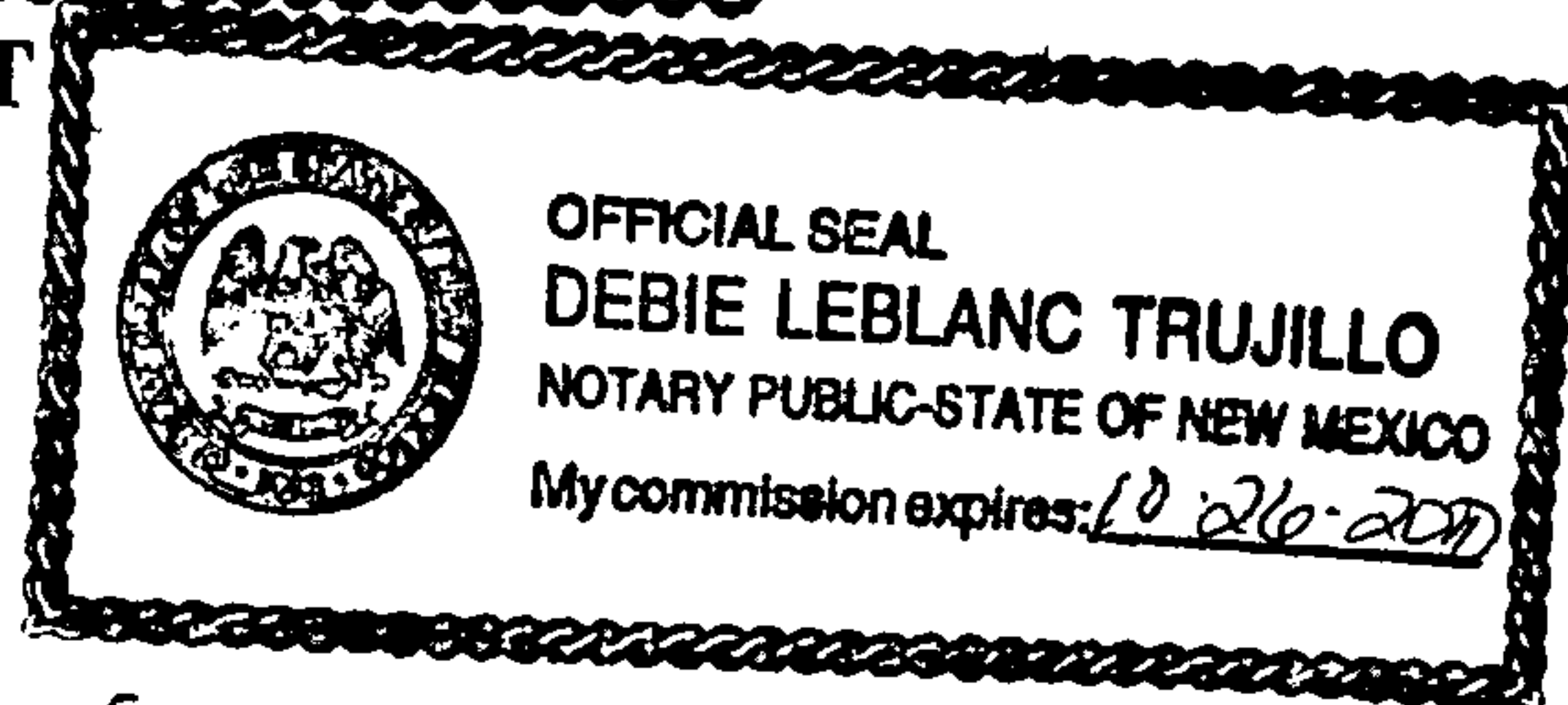
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 20th day of August, 2007 by William
Brennan, Managing Member of Blueberry Lane Properties, LLC of Lots 1-P1 through 10-P1 and
Tract A, Plaza Escondido.

October 26, 2010

My Commission Expires:

[Signature]
Notary Public



[EXHIBIT A ATTACHED]

SAS MH/C
RIM=4985.74
INV(IN)=68.40
INV(OUT)=67.79

S 20

S 26°20'48" W

109.52'

PLAZA ESCONDIDO
DRB PROJECT NO. 1004161
CPN: 776681

T.B.M. #2
ELEV.=88.12

TRACT A

RETENTION POND/LANDSCAPED AREA
V = 10,500 cf @ 18" DEPTH
MAX. WSL = 88.0

CONCRETE RUNDOWN

BLUEBERRY LANE NW

6' DEFERRED SIDEWALK

LOT 9-P1

LOT 10-P1

EXISTING OVERHEAD
UTILITY LINE TO BE
REMOVED AND REPLACED
WITH NEW UNDERGROUND
UTILITIES BY UTILITY
OWNER UNDER CONTRACT
TO DEVELOPER

EXISTING OVERHEAD
UTILITY LINE TO BE
REMOVED AND REPLACED
WITH NEW UNDERGROUND
UTILITIES BY UTILITY
OWNER UNDER CONTRACT
TO DEVELOPER

SHEET 7

1702

Brad - Hydrology
776681

File E12/D23

PRIVATE FACILITY DRAINAGE COVENANT

This Drainage Covenant, between Blueberry Lane Properties, LLC a New Mexico Limited Liability Corporation ("Owner"), whose address is 6282 Winterhaven Road, NW, Albuquerque, New Mexico 87120, 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 Lots 1-P1 through 10-P1 and Tract A, Plaza Escondido in Bernalillo County, New Mexico (the "Property").

Document # 2007126086 BOOK 2007C PAGE 0241 RECORDED ON 10-17-07

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:

Tract A, Plaza Escondido Document # 2007126087 PAGE 1 to 13 RECORDED ON 10-17-2007

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 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, successor's 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.



Page 2 of 2
Exhibit A

- LOWER CORRALES RIVERSIDE DRAIN

(120' R.O.W. PER PLAT 99C-121)

S 20°16'18" W

