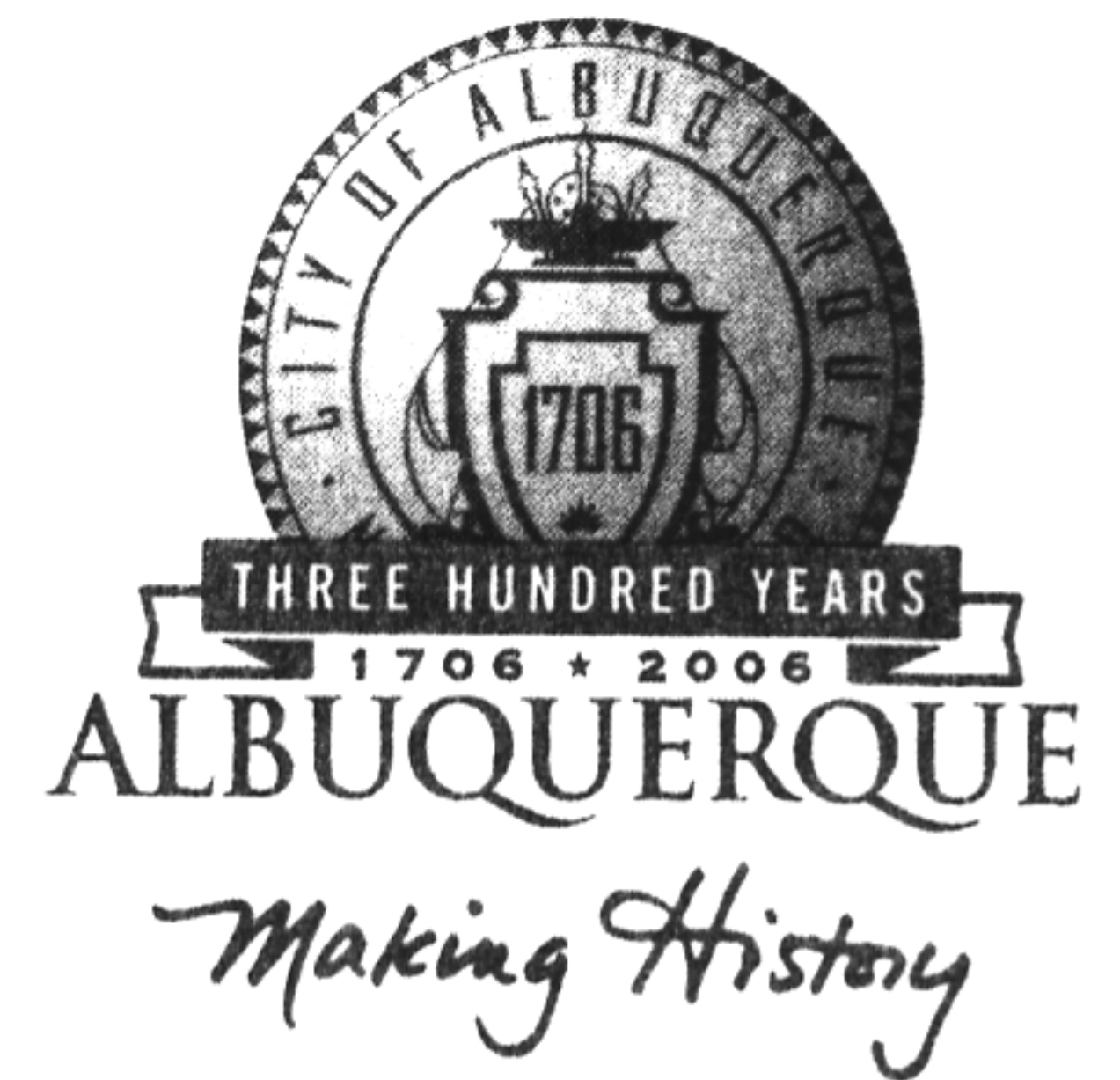


CITY OF ALBUQUERQUE



September 1, 2004

Raymond Dennis, P.E.
Dennis Engineering Company
P.O. Box 909
Edgewood, NM 87105

**Re: Big Event Family Entertainment Center, 1500 Desert Surf Circle NE,
Grading and Drainage Plan
Engineer's Stamp dated 8-20-04 (F16-D3E)**

Dear Mr. Dennis,

Based upon the information provided in your submittal received 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. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required, as well as copies of the final, recorded plat and the recorded drainage covenant.

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.

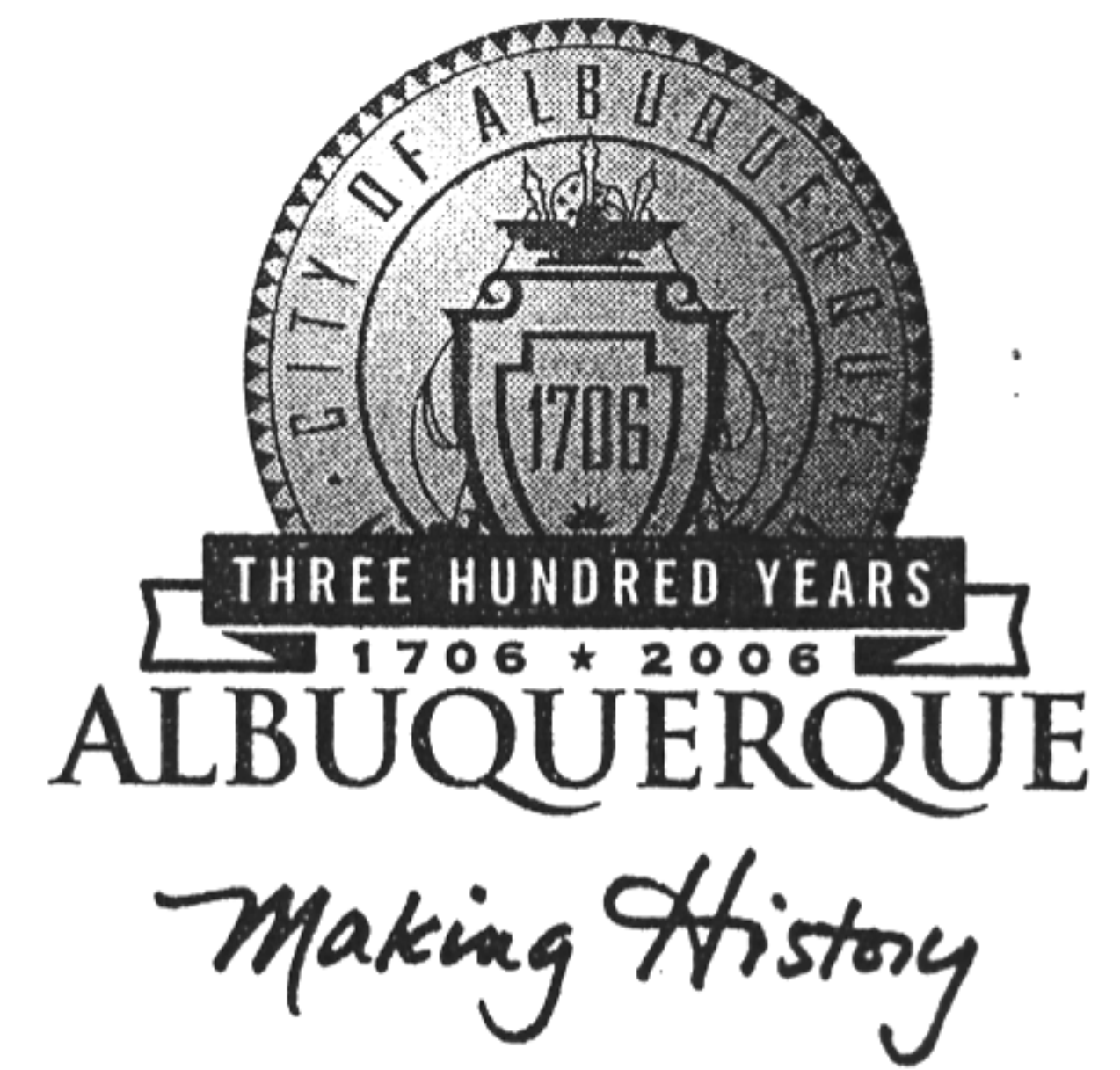
www.cabq.gov

Sincerely,

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

C: Charles Caruso, DMD Storm Drainage Design
File

CITY OF ALBUQUERQUE



August 10, 2004

Raymond Dennis, P.E.
Dennis Engineering Company
P.O. Box 909
Edgewood, NM 87105

**Re: Big Event Family Entertainment, Grading and Drainage Plan
Engineer's Stamp dated 7-22-04 (F16-D3E)**

Dear Mr. Dennis,

Based upon the information provided in your submittal received 7-22-04, the above referenced plan is approved for Site Development Plan for Building Permit action by the DRB. However, it cannot be approved for Building Permit until the following comments are addressed:

1. Provide a copy of the private drainage covenant.
2. Show the direction of the roof flow. Please note that no flow will be allowed to directly discharge to the pond.

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

Sincerely,

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

C: file

08757455

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS
PUBLIC AND/OR PRIVATE

192

THIS AGREEMENT made this 27th day of May, 1987, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and MONTBEL, INC.

(hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983).

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as Renaissance III (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Renaissance III describing the Subdivision; and

WHEREAS, the preliminary plat submitted by the Developer proposes both private and/or public infrastructure improvements within the subdivision; and

WHEREAS, Section 6 of the City's Subdivision Ordinance requires the Developer to install and construct certain public improvements at no cost to the City; and

WHEREAS, the City requires the execution of an Agreement to construct said public improvements, together with actual satisfactory construction or acceptable guarantees of construction as specified below, as a prerequisite to approval of a Final Plat of the Subdivision; and

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all required fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the City is willing to inspect or monitor the inspection of the improvements during the course of their construction and accept said improvements upon their satisfactory completion, all as set forth and specified in Exhibit "B", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the Developer financially guarantees the satisfactory completion of the infrastructure construction required herein and the payment of all labor and material costs and charges, all as set forth and specified in Exhibit "C", which is attached hereto and incorporated herein as if fully set forth in this Agreement;

NOW, THEREFORE, in consideration of the above, the City and the Developer hereby agree as follows:

1. The Developer shall, on or before the 30th day of September, 1987, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The improvements which the Developer shall satisfactorily complete within the time limitation stated above are described and identified in Exhibit "D", which is attached hereto and incorporated herein as fully set forth in this Agreement.

The time limitation stated above may be extended by the City Engineer for a period not to exceed twelve (12) months if the Developer shows adequate reasons for said extension.

2. After execution of this Agreement, payment of all fees as specified in Exhibit "A" attached hereto, and, if applicable, delivery of the financial guarantee specified in Exhibit "C" attached hereto, the Developer shall be issued a Work Order by the City. The Developer shall advise the City Engineer in advance of the actual start of construction and arrange for all inspections required and specified in Exhibit "B" attached hereto. The Developer shall permit the City or other participating agencies to make such tests and inspections during the construction of the improvements and upon completion of the improvements as are necessary or desirable.

3a. Prior to final acceptance of the completed improvements by the City, the Developer shall furnish to the City Engineer all documentation of the completion of construction as set forth and specified in Exhibit "A" attached hereto.

3b. If applicable, prior to release of financial assurance, the Developer shall either provide Certification by a New Mexico registered Professional Engineer that the required Private Improvements have been constructed in compliance with approved plans and specifications or the Developer shall make necessary arrangements for Certification by the City Engineer that the required improvements are satisfactorily completed.

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage

arising out of the design or construction of the improvements or by reason of any act or omission, or misconduct of the Developer, his agents, employees or the Engineer or Contractor or their agents or employees. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

5. The Developer shall procure or cause to be procured and maintain public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public resulting from any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The insurance policy must name the City of Albuquerque, its employees, and elected officials, as their interest may appear, as additional insureds. The Developer shall maintain such insurance until acceptance of the improvements by the City. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date hereof, materially changed, or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer. The Developer shall furnish the City Engineer a certificate of said insurance prior to issuance of a Work Order for construction of the improvements.

6. If at the time that construction of the Project is completed the City does not own the real property on or in which the improvements are constructed, the Developer shall convey such real property and property rights as the City deems necessary, together with all improvements, to the City free and clear of all claims, encumbrances and liens prior to final acceptance of the improvements by the City. Conveyance may be appropriate dedication on the final plat of the subdivision.

7. Prior to issuance of a Work Order, the Developer shall furnish or cause to be furnished a bond or other suitable guarantee in a form and with a surety satisfactory to the City to guarantee the completed project against defective materials and workmanship for a period of three (3) years following the date of acceptance by the City and a Labor and Material Payment Bond in the name of the Developer for a period of two (2) years following the date of acceptance by the City.

8. The City shall either perform or monitor the performance of inspections during the course of construction of the improvements and inspect the improvements upon their completion in a timely manner, all as set forth and specified in Exhibit "B" attached hereto.

9. The City shall designate a Construction Engineer and/or Inspector for this project.

10. The City shall make available at established reproduction costs for the use of the Developer or its agents all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Developer or its agents pursuant to this Agreement and also any other maps, records, or other materials available to the City upon the City's request to any other public agency or body.

11a. The City shall issue a Certificate of Completion and Acceptance for the Public Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto. The Release of this agreement and the balance of the financial guarantee shall be released as specified in Exhibit "A".

11b. The City shall issue a Certificate of Completion for the Private Improvements upon final completion to the City's satisfaction of the Private Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto.

11c. The Release of this agreement and the balance of the financial guarantee shall be released as specified in Exhibit "A".

12. If the Developer has requested Final Plat approval by the City prior to the actual construction of the improvements, the City will approve the Final Plat for recordation upon execution of this Agreement, delivery of the financial guarantee specified in Exhibit "C" attached hereto and full compliance with the City's Subdivision Ordinance.

13. This Agreement shall not be assigned except with the written consent of the parties hereto and the express written concurrence of any surety who has undertaken to guarantee the completion of the Improvements. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

14. In the event of the sale, conveyance, or assignment of the Subdivision or any portion thereof, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has posted a suitable guarantee and entered into a Subdivision Improvements Agreement with the City. At such time as acceptable security has been posted by the Developer's successor in interest and the Agreement executed, the City will release the guarantee.

15. Should there be a conflict between the terms and conditions of this Agreement (with Exhibits A, B, C, and D) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B, C, and D) shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DEVELOPER MONTBEL, INC.

Signed

Raymond E. Montgomery

Name

Executive Vice President

Title

RECOMMENDED:

Walter H. Nickerson, Jr., City Engineer
Utility Development Division
Engineering Group/Public Works Dept.

CITY OF ALBUQUERQUE

Gene Romo
Gene Romo

Chief Administrative Officer

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

The foregoing instrument was acknowledged before me this 12th day of May, 1987, by Raymond E. Montgomery, Executive Vice President of MONTBEL, INC.

Richard A. Barber
Notary Public

My Commission Expires:

7-28-88

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

The foregoing instrument was acknowledged before me this 27th day of May, 1987, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Christine M. Lovato
Notary Public

My Commission Expires:

3-26-90

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

87 JUN -2 AM 11:23

BK 494-A Pg 192 213

GRADYS M. DAVIS
CLERK & RECORDER

DEPUTY

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN MONTBEL, INC. (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 21st DAY OF May, 19 87.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. 3134.

2. DESIGN AND CONSTRUCTION METHODS.

As soon as reasonably practical after approval of the Developer's Preliminary Plat of the Subdivision, the Developer shall submit to the City Engineer final construction plans, specifications, and cost estimates for the proposed public improvements. At this time, the Developer shall pay all fees required under Section 12.D of the City's Subdivision Ordinance and Paragraph 4 of this Exhibit.

The Developer has engaged Andrews, Asbury & Robert, Inc. as Engineer(s) for the construction project, who are Registered Professional Engineers in the State of New Mexico. The Developer shall ensure that the Engineer(s), in such capacity, shall provide the following services prior to, during, and after construction of the improvements:

Preparation of Construction Plans & Specifications

Construction Inspection

Construction Staking

Preparation of As-Built Drawings

The Developer shall ensure that the Engineer(s) perform all of the above services in a satisfactory manner and submit to the City Engineer any reports required by the City Engineer.

The Developer has engaged Universal Constructors, Inc. as Contractor(s), who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 3134), incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

The Developer shall report the completion of construction in writing to the City Engineer. Upon receipt of the report, the City Engineer or his representative shall visually inspect the public improvements to verify completion of construction according to plan. Subsequent to verification, the Developer shall submit to the City Engineer a "final acceptance package", which shall consist of the following documents:

a. "As-built" drawings of reproducible quality, depicting all construction of the public improvements as actually accomplished in the field and certified by a New Mexico Registered Professional Engineer or Land Surveyor, as appropriate,

b. A list of quantities of contract items in place, using the bid items in the City Engineer's Standard Estimated Unit Prices.

This list shall be divided into the following categories as applicable; 201

- (1) Sanitary sewer items and quantities;
- (2) Water service items and quantities;
- (3) Street paving quantities;
- (4) Street curb and gutter quantities; and
- (5) Storm drainage improvements and quantities.

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and with the approved final plans and specifications for public improvements. If the City is acting as the Contractor for all or a portion of the improvements constructed pursuant to this Agreement, the City shall prepare its own final acceptance package documents for those improvements actually constructed by the City.

Upon receipt of the Developer's "final acceptance package", the City Engineer shall review it for completeness and accuracy. If the documentation has been satisfactorily completed, the City Engineer shall approve the package and issue a Certificate of Completion and Acceptance. Any financial guarantee provided by the Developer in accordance with Section 6.D.2 of the City's Subdivision Ordinance and as described in Exhibit "C" to the Subdivision Improvement Agreement between the Developer and the City shall be released no later than sixty (60) days after approval of the final acceptance package by the City Engineer.

4. PAYMENT OF FEES.

Prior to issuance of a Work Order, the Developer shall pay to the City the following fees:

Type of FeeAmount

202

<u>Engineering Fee</u>	<u>2 Percent (%) of cost of all public improvements plus \$60.00/per day of construction time, all as stated on Contractor's Proposal.</u>
<u>Excavation Ordinance Fee</u>	<u>As required per City approved engineer's estimate</u>
<u>Sidewalk Ordinance Fee</u>	<u>As required per City approved engineer's estimate</u>

Prior to final acceptance of the improvements by the City, the Developer shall pay any other City fees which may have been incurred during the course of construction.

EXHIBIT "B"
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 EXECUTED BETWEEN MONTBEL, INC. (DEVELOPER)
 AND THE CITY OF ALBUQUERQUE (CITY)
 ON THE 27th DAY OF May, 1987.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by Andrews, Asbury, & Robert, Inc. (if applicable) on private facilities and by Andrews, Asbury, & Robert, Inc. on public facilities, both being New Mexico Registered Professional Engineers, in accordance with all applicable laws, ordinances and regulations. If said inspection is performed by an entity other than the City, the City may monitor said inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City as required for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the improvements if deemed necessary or advisable by the City Engineer. For any inspections performed by the City, the Developer shall pay to the City a reasonable fee therefor.

2. CONSTRUCTION SURVEYING.

Construction surveying for the subdivision improvement project shall be performed by Andrews, Asbury, & Robert, Inc. (if applicable) on private facilities and by Andrews, Asbury & Robert, Inc. on public facilities in accordance with all applicable laws, ordinances and regulations. If said

construction surveying is performed by an entity other than the City, the City may monitor said construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City as required for review. If any construction surveying is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by Sargent, Hauskins & Beckwith (if applicable) on private facilities and by Sargent, Hauskins & Beckwith on public facilities, each being a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the technical standards contained in the applicable contract documents and all applicable laws, ordinances and regulations. If any field testing is performed by an entity other than the City, the City may monitor said field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City as required for review. If any field testing is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

4. RECORD TESTING.

Notwithstanding the provisions of Paragraph 3 above, the City retains the right to perform any and all record testing which may be deemed necessary or advisable by the City Engineer at the expense of the Developer.

EXHIBIT "C"
TO SUBDIVISION IMPROVEMENTS AGREEMENT
EXECUTED BETWEEN MONTBEL, INC. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 21 DAY OF May, 1987.

1. PLAT APPROVAL STATUS

The Developer has has not (circle one) requested final plat approval by the City prior to construction of the Subdivision Improvements described in Paragraph 1 of the Subdivision Improvements Agreement. If the Developer has not requested final plat approval prior to construction of the improvements, no financial guarantee is required by the City. However, the Developer understands and agrees that the City will not approve the Developer's proposed plat until the improvements are completed in accordance with the Agreement to which this document is attached as an Exhibit.

If the Developer has requested final plat approval prior to the construction of the improvements, a financial guarantee in an amount of not less than 125 percent of the costs of completing the improvements (as estimated by the City Engineer) is required pursuant to the City's Subdivision Ordinance. Said financial guarantee must be irrevocable in form and may be effected by a bond, letter of credit, escrow deposit, or other acceptable pledge of liquid assets payable to the City in the event of Developer's default under the Subdivision Improvements Agreement.

2. FINANCIAL GUARANTEE

With respect to the Subdivision Improvements Agreement to which this document is attached as an Exhibit, the Developer has acquired or is able to acquire the following described financial guarantee (describe fully, indicate amount, identification number, names of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

Loan Reserve Letter in the amount of FOUR HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED AND 43/100 DOLLARS (\$463,400.43), Project 3134, First Interstate Bank in Albuquerque, N.M., Attn: Jeffrey R. Williams, Vice President, from 5/12/87 through 11/30/87, Loan Reserve Letter No. 1482.

The Developer understands and agrees that the original executed financial guarantee described above must be delivered to the City simultaneously with the Subdivision Improvements Agreement between Developer and the City; and must be in an amount of not less than 125 percent of the cost of completing the improvements, as estimated by the City Engineer.

In the event the Developer shall fail or neglect to fulfill his obligations under this Agreement, the City shall have the right to construct or cause to be constructed the Improvements specified herein, as shown on the Final Plat and in the plans and specifications as approved, and the Developer as Principal and the surety or sureties shall be jointly and severally liable to pay to and indemnify the City, the total cost to the City thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, either direct or consequential, which the City may sustain on account of the failure of the Developer to carry out and execute all of the provisions of the Agreement to which this document is attached as an Exhibit. The City shall have the unconditional right to call upon the financial guarantee provided by the Developer described in this paragraph for the purposes specified and in the amounts enumerated in such guarantee.

3. PROCEDURES FOR REDUCTION OF LOAN RESERVE FINANCIAL GUARANTEE UPON PARTIAL COMPLETION OF IMPROVEMENTS.

The Developer may request monthly reduction of Loan Reserve financial guarantee during the construction of the subdivision improvements. To qualify for a financial guarantee reduction, the amount of loan reserve financial

guarantee shall be in excess of \$150,000.00. The Inspection Engineer identified in Exhibit B shall prepare a payment request. The amount to be released shall be (90%) ninety percent of the City's estimated cost of the improvements installed in accordance with the construction documents.

The Assistant Director of Public Work/Engineering, or authorized designee, will review and approve monthly estimates and issue to the financial institution a Loan Reserve Reduction Authorization to Release Letter authorizing the amount of reduction. The release of funds will not imply acceptance of the improvements. Copies of the estimate and letter shall be forwarded to the Developer and the Contractor. After all improvements are completed and accepted and after the Certificate of Completion and Acceptance is issued, the remaining balance of (35%) thirty-five percent of the financial guarantee shall be released .

EXHIBIT "D"
to Subdivision Improvements Agreement

D.R.B. REQUIRED INFRASTRUCTURE LISTING
for RENAISSANCE III

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development.

Size	*Type Improvement	Location	From	To
8"	Waterline and Appurtenances	Desert Surf Circle	Montbel Loop	John P. Salazar
8"	Sanitary Sewer and Appurtenances	Desert Surf Circle	Montbel Loop	John P. Salazar
40' Street	Arterial Pvg., C&G & 4' Sidewalk One Side	Desert Surf Circle	Montbel Loop	John P. Salazar
4' Wide	Sidewalk	N. Side Montbel Loop	Desert Surf Circle	Alexander Blvd.
6' Wide	Sidewalk	E. Side Alexander Blvd.	Montbel Loop	N. Side of Parcel E
36"	Storm Drain	In. 20' Drain EASE.	Desert Surf Circle	N. of Montano Road.
4' Wide	Sidewalk	N. side John P Salazar	Desert Surf Circle	Alexander Blvd.
18"	STORM DRAIN	IN 20' DRAIN EASE.	W. Side of 15-25	Desert Surf Circle
18" & 24" & 42"	STORM DRAIN	Desert Surf Circle	Desert Surf Circle	E. Side of John P. Salazar
36" & 42"	STORM DRAIN	IN 35' DRAIN EASE.	Desert Surf Circle	N. of Montano Rd.
*	6' sidewalk adjacent to Parcel C			

Prepared By: John A. Andrews
Print Name JOHN A. ANDREWS, P.E.

Firm: ANDREWS, ASBURY & ROBERT, INC. Page 1 of 1

Development Review Board Member Approvals

<u>Paula J. [Signature]</u> 12-16-86 Traffic Date	<u>Thomas D. [Signature]</u> 4-14-87 WRD 12-14-86 Date	<u>Janet [Signature]</u> 12-16-86 Parks & Rec. Date
<u>Jack [Signature]</u> 12-16-86 DRB Chairman Date	<u>Paul [Signature]</u> 12-14-86 City Engineer/AMPCA 4-14-87	4-14-87