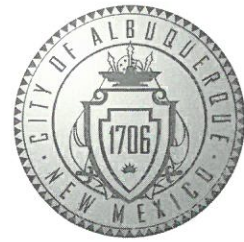


CITY OF ALBUQUERQUE



January 22, 2018

Matt Korte
Adams Engineering
8951 Cypress Waters Blvd, Suite 150
Dallas, TX 75019

**RE: McDonalds – Coors and Hanover
1501 Coors Blvd NW
Request for Certificate of Occupancy – Permanent
Hydrology Final Inspection - Approved
Engineer's Stamp Date 4/5/17 & 8/23/17 (J11D037)
Certification Dated: 1/22/18**

Dear Mr. Korte,

Based on the certification received 1/22/18, this submittal is approved for release of Certificate of Occupancy (Permanent) by Hydrology.

PO Box 1293

If you have any questions, you can contact me at 924-3695 or dpeterson@cabq.gov.

Albuquerque

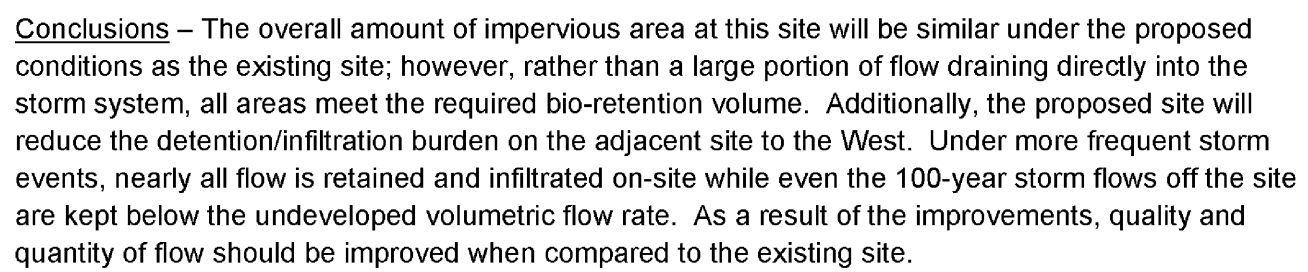
Sincerely,

NM 87103

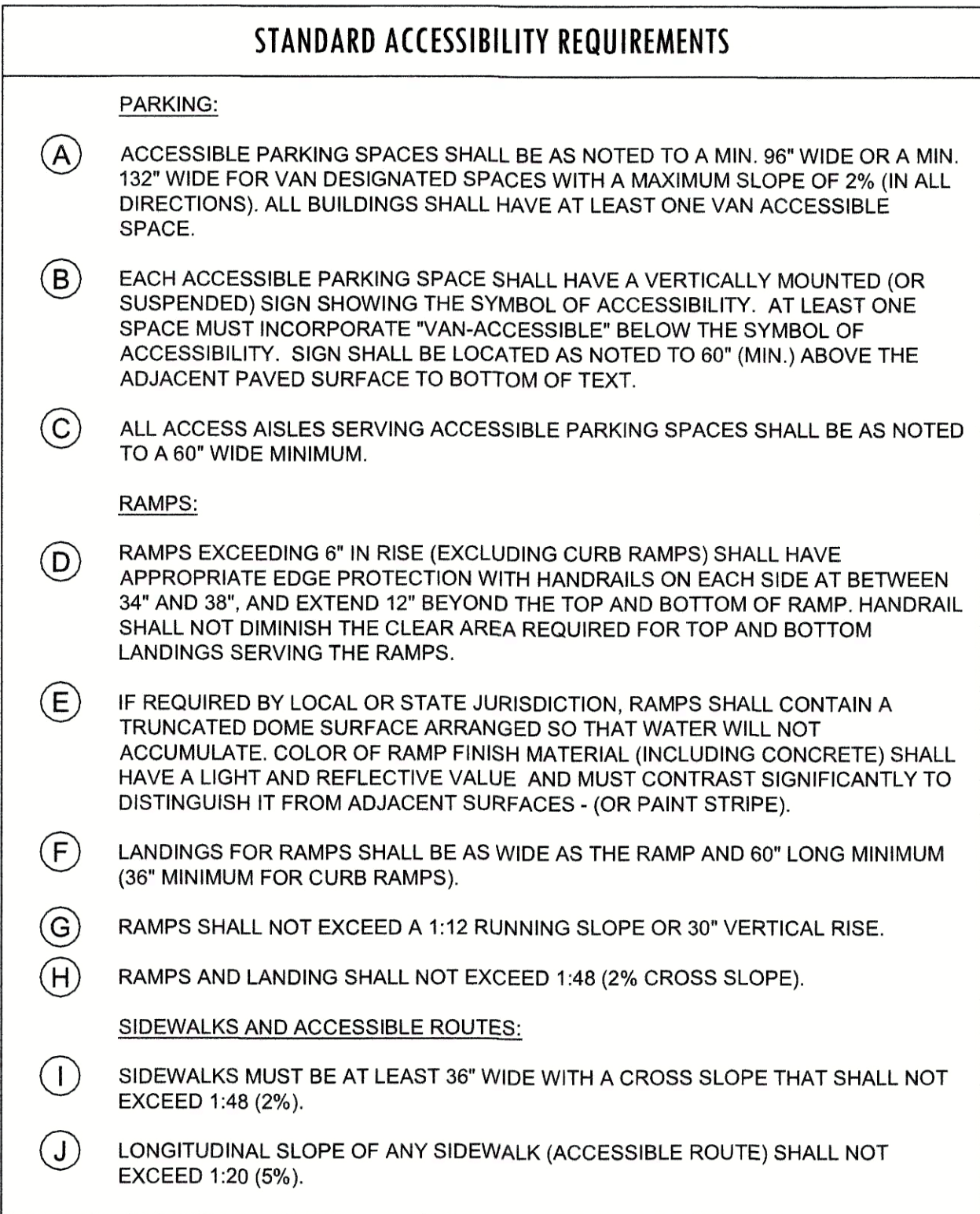
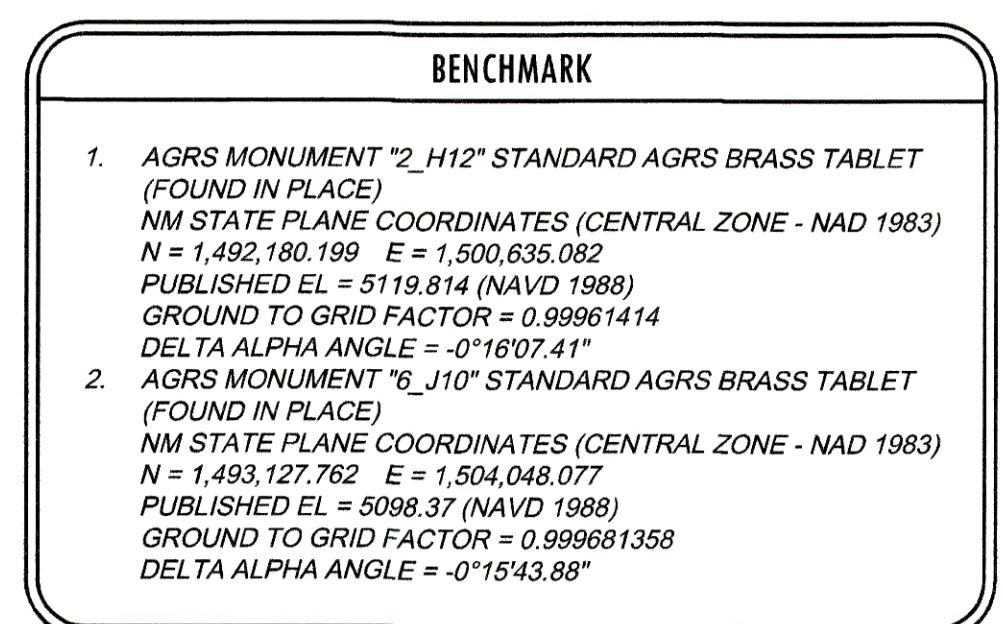
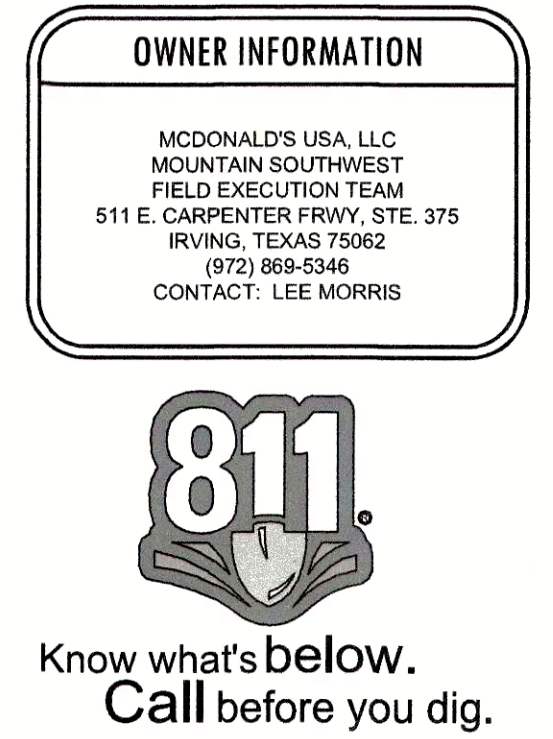
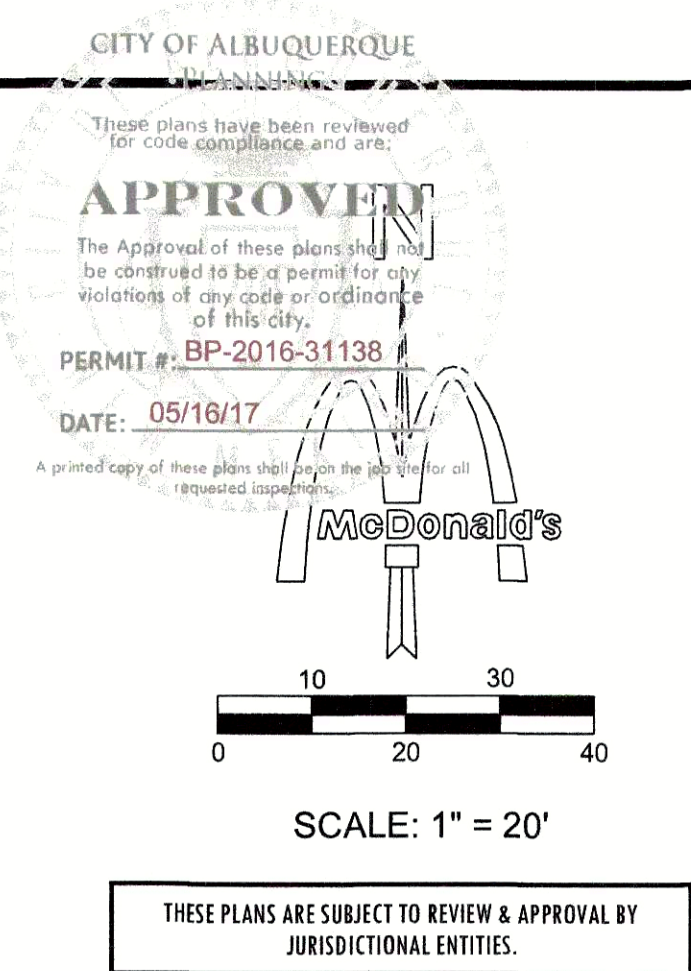
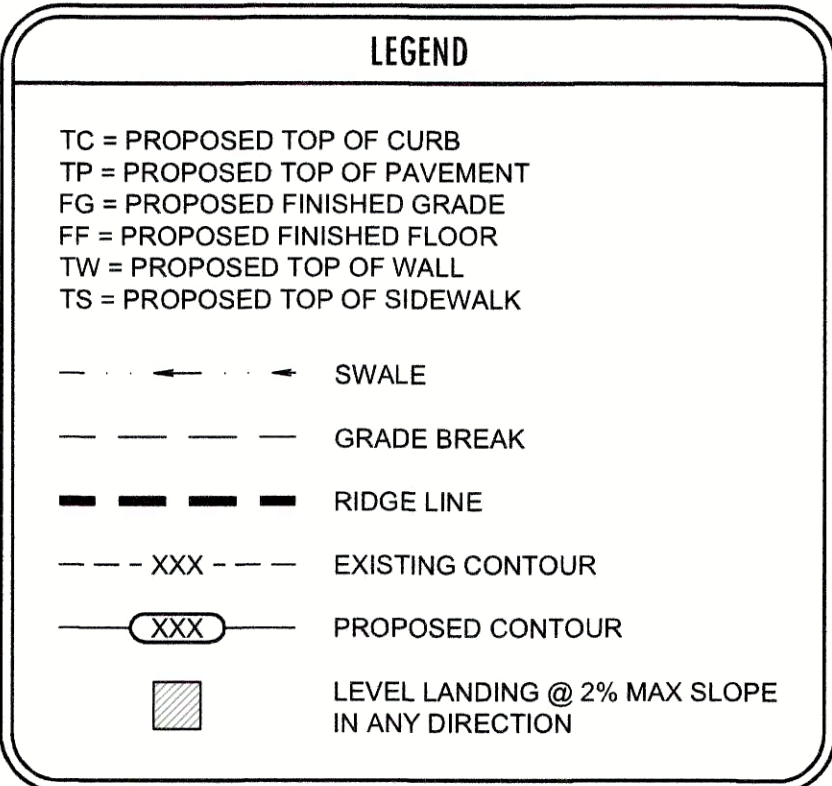
Dana Peterson, P.E.
Senior Engineer, Planning Dept.
Development and Review Services

www.cabq.gov

C: Email Serna, Yvette M.; Fox, Debi; Tena, Victoria C.; Sandoval, Darlene M.



What's below.
Call before you dig.




DRAINAGE CERTIFICATION

I, DENNIS LANG PE #15837, OF THE FIRM ADAMS ENGINEERING (ADAMS) HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN STAMPED APPROVED MAY 16, 2017. THE RECORD INFORMATION EDITED onto THIS COPY OF THE DESIGN DOCUMENT HAS BEEN OBTAINED BY MR LORENZO DOMINGUEZ NM PS NO 10461, OF EAST MOUNTAIN SURVEYING COMPANY, I FURTHER CERTIFY THAT I PERSONALLY VISITED THE PROJECT SITE ON DECEMBER 14, 2017 AND HAVE DETERMINED BY VISUAL INSPECTION OF COMPLETED WORK THAT THE SURVEY DATA PROVIDED IS REPRESENTATIVE OF ACTUAL SITE CONDITIONS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR A CERTIFICATE OF OCCUPANCY. THERE ARE NO KNOWN EXCEPTIONS AND/OR QUALIFICATION OF THE SUBSTANTIALLY COMPLETED WORK. THE SURVEYOR HAS DETERMINED THE RECORD FINISHED FLOOR IS 5097.50. A PRINT OF THE PLAN WHICH WAS APPROVED WAS BROUGHT TO THE SITE AND SUBSTANTIALLY CONFIRMED BY ME.


DATE January 22, 2018

THERE ARE NO KNOWN REMAINING DEFICIENCIES AND REQUIRED CORRECTIONS OF THE SUBSTANTIALLY COMPLETED WORK HAVE BEEN COMPLETED. THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THE PROJECT. THOSE RELYING ON THE RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.

DENNIS LANG NM PE 15837
ADAMS



REV	DATE	DESCRIPTION	BY
0000	01/16/2017	ISSUE FOR PERMIT	HJM
0001	02/28/2017	PER CITY AND NMDOT COMMENTS	HJM
0002	04/05/2017	PER CITY & NMDOT COMMENTS	HJM
0003	04/05/2017	PER CITY & NMDOT COMMENTS	HJM
0004	04/05/2017	PER CITY & NMDOT COMMENTS	HJM



Adams


ADAMS JOB NO. :
2012.239

8951 Cypress Waters Blvd., Suite 150 ■ Dallas, Texas 75001 ■ (817) 334-2200

4.5.17



G. Kowalski

PLAN APPROVALS		OFFICE	MTN. SOUTHWEST FIELD EXECUTION TEAM	MC DONALD'S I.C. 030-2014
REGIONAL MGR.	SIGNATURE (2 REQUIRED)	ADDRESS	KROC DRIVE - OAK BROOK, ILLINOIS 60521	
CONST. MGR.		 <p>These plans and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. These plans and specifications are provided for informational purposes only. This site is for informational purposes only and is not intended for use on any other project. Use of these plans and specifications for any other project without written authorization of McDonald's USA, LLC is strictly prohibited. McDonald's USA, LLC is not responsible for any errors or omissions in these plans and specifications. McDonald's USA, LLC is not responsible for any delays or damages caused by the use of these plans and specifications. McDonald's USA, LLC is not responsible for any delays or damages caused by the use of these plans and specifications.</p>		
OPERATIONS REPT.				
REAL ESTATE DEPT.				
CO-SIGN SIGNATURES				
CONTRACTOR		1501 COORS BLVD NW ALBUQUERQUE, NM		
OWNER				

	DATE	BY
DESIGNED	JAN 2017	HJM
DRAWN	JAN 2017	HJM
CHECKED	01/16/17	DWL
AS-BUILT		

GRADING
PLAN

C7.0

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between McDonald's Real Estate Company, A Delaware Corporation ("Owner"), whose address is 511 E. John Carpenter Frwy., Suite 375, and whose telephone number is (972)869-1888 and the City of Albuquerque, New Mexico, a municipal corporation 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 current owner of the following described real property located at [give legal description, and street address] A tract of land lying and situated within the town of Atrisco grant projected section 14, T. 10 N., R. 2 E., N.M.P.M., Bernalillo County, New Mexico. Comprising of lot numbered one-A(1-A) of the plat of Lot 1-A, Shell subdivision No. 2, being situated within, as the same is shown and designated on the plat thereof. Site Address 1501 Coors Blvd NW; Albuquerque, NM 87121 recorded on Plat Book 91C, Folio 243, in the records of the Bernalillo County Clerk, State of 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 at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
Detention Ponds and drainage infrastructure

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 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, 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

Doc# 2018003806

01/16/2018 12:14 PM Page: 1 of 4
COV R: \$25.00 Linda Stover, Bernalillo County



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 Developer or Owner herein; provided, however, 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 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 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:

By [signature]: [Signature]
Name [print]: PATRICK PIEHL
Title: CONSTRUCTION MANAGER
Dated: 12/21/17

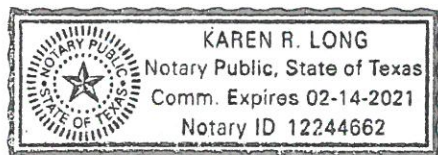
CITY OF ALBUQUERQUE:

By: [Signature]
Shahab Biazar, P.E., City Engineer
Dated: 1/2/18

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 21 day of December,
2017, by Patrick Piehl (name of person signing permit),
Construction Manager (title of person signing permit) of
McDonald's Corp. (Owner).

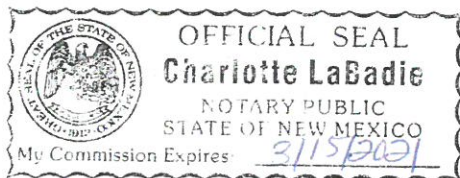


Karen R Long
Notary Public
My Commission Expires: 2-14-2021

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 3rd day of
January 2018 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.



Charlotte LaBadie
Notary Public
My Commission Expires: March 15, 2021

(EXHIBIT A ATTACHED)

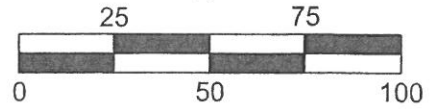


EXHIBIT A - 1501 COORS BLVD. NW

2012.299