REVOCABLE PERMIT

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Project Name: 1600 Eubark B-2B
Project Number: 321-013
THIS REVOCABLE PERMIT ("Permit"), made and entered into this 15th day of Sanvary, 2016 by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City") as grantor and ARNOLD STEVENIX (hereinafter collectively referred to as the "Permittee") as permittee.
WITNESSETH, that in consideration of the mutual obligations and covenants herein, the parties hereto do mutually agree as follows:
1. Recital. The Permittee is the owner of certain real property ("Permittee's Property") located at 1600 EUBANK BUD. ME , in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information) LOT B-2B, LANDS OF AUDIO CLINIC TAC., SECTION 16, T. ION, R. 4E., NM.P.M., CITS OF ALBUQUEGOB, BERNACTUC COUNTY MEW MEXICO The City is the owner of a certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within Permittee's Property, and more particularly described in a certain Dedication Deed and known as: 9' ADDITIONAL RIGHT OF WAY, DEDICATED TO THE CITY OF ALBUQUEGOB, FLAT. CORRECTED PLAT 94141322 If the City's Property is an easement, then give legal description and filing information:
2. Permit. Subject to the terms and conditions of this Permit, the City grants Permittee the right to construct, install, operate, maintain, replace and remove OFF-PREMISE BUTINESS STAN (hereinafter referred to as the "Facility") within the City's Property, as more particularly shown on the drawing which is attached hereto as Exhibit A and made a part of this Permit: SIW CORNER OF PLAT
(hereinafter referred to as the "Location").
3. <u>Use</u> . The Permittee shall use the Location solely for <u>BUSTNESS</u> <u>STGN</u> and will not use it for any other purpose whatsoever without first obtaining the written consent of the City.

The Annual Fee shall be paid to the City upon execution of this Permit, and by the same month and day each year thereafter for the term of this Permit.

- 5. <u>Term, Termination and Removal</u>. This Permit will remain in effect for a period of ten (10) years from the date of execution of this Permit (hereinafter referred to as the "Term"), unless terminated and revoked as a result of
 - a. The Permittee's breach of any provision of or default in the performance of any obligation pursuant to this Permit. If Permittee breaches any of the provisions hereof or is in default in the performance of any obligation imposed hereunder, the City may give thirty (30) days written notice (the "Notice Period") to the Permittee of the termination of this Permit. If the Permittee remains in default or the breach of any provision hereof remains uncured at the end of the Notice Period, this Permit shall terminate; or
 - b. The Permittee's giving the City written notice ninety (90) days in advance of termination; or
 - c. The City's giving the Permittee written notice ninety (90) days in advance of termination; or
 - d. An order of a court of competent jurisdiction.

Upon termination of this Permit and any renewal hereof, the Permittee shall abandon the use of the Facility, and shall remove the Facility and restore the City's Property as nearly as possible to the condition it was in prior to removal, all at the sole expense of the Permittee.

If, after termination and within thirty (30) days after being directed to do so by the City, the Permittee fails to remove the Facility and restore the City's Property, the City may perform the work and the Permittee shall reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the reasonable costs of such work.

Termination of this Permit for any reason shall not release the Permittee from any liability or obligation relating to the installation, operation, maintenance or removal of the Facility or any other term of this Permit.

6. Renewal of Permit. If both the City and the Permittee wish to extend the Term of this Permit, then, before the expiration of the Term, the City and the Permittee shall enter into good faith negotiations, the object of which will be to agree upon the terms of a renewal of this Permit. The agreement of the City shall not be unreasonably withheld, conditioned or delayed. If an agreement is reached, all terms, including the agreed-upon consideration, shall be reduced to writing, signed by both parties.

7. Location, Installation, Maintenance and Removal. At its own expense, the Permittee shall install, construct and maintain the Facility of such material, and in a manner that will not at any time be a source of danger to, or interfere with the City's present or future use of the City's Property, or the use of the City's Property by any utility presently franchised by the City, or interfere with its use as a public way. If during installation it becomes evident that the Permittee's proposed installation will interfere with existing City installations or any existing underground installations, then the Permittee shall modify its installation at the Location to avoid the conflict, after obtaining the City's approval for the change, at the sole expense of the Permittee. All permits required by the City for work within the right-of-way will be the responsibility of the Permittee's contractor.

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After installation of the Facility, the Permittee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the City, restoring them to as close to their original condition as is reasonably possible.

If, in the judgment of the City, the Permittee at any time fails to perform its obligations under this section, the City, at the City's option, may perform whatever work the City deems necessary for the public safety, health and welfare, and the Permittee shall reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the reasonable costs of performing such work. However, the City is not required to perform such work, and any failure by the City to perform the Permittee's obligations shall not release the Permittee from liability for any loss or damage caused by the Permittee's failure to perform its obligations.

Installation, maintenance and removal of the Facility shall be accomplished in a manner which will not unreasonably impede traffic adjacent to the Location or impede its use as a public way, as determined by the City. The timing and manner of such construction, maintenance and removal shall be done in compliance with the City's requirements.

If the Facility, or any part thereof, is the cause of an emergency condition, and the City determines that the situation makes it unreasonable to notify the Permittee or await action by the Permittee, the City may take whatever actions it deems necessary to remedy the emergency situation at the sole expense of the Permittee, which will reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the reasonable costs of such actions.

- 8. <u>As-Builts</u>. Upon completion of the construction and installation of the Facility, the Permittee shall promptly provide the City with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.
- 9. <u>Insurance</u>. During the Term of this Permit, including renewals, if any, the Permittee shall obtain and maintain liability insurance in an amount of not less than \$1,000,000 combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance, replacement, removal or other activity related to the Facility. The insurance policy shall name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. The insurance policy shall provide coverage per occurrence and

shall state the project name and project number. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date of the Permit, materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, Attention: Risk Management. A certificate of insurance in compliance with the above must be furnished to the City with the execution of this Permit and prior to commencement of construction.

- 10. <u>Indemnity/Liability</u>. The Permittee shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Permittee agrees to indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Permittee, its agents, representatives, contractors or subcontractors or arising from the failure of the Permittee, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Permittee herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.
- 11. <u>Entire Agreement</u>. This Permit contains the entire agreement of the parties regarding the Facility and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 12. <u>Changes</u>. Changes to this Permit are not binding unless made in writing and signed by both parties.
- 13. <u>Captions</u>. The captions to the sections or paragraphs of this Permit are not part of this Permit and will not affect the meaning or construction of any of its provision.
- 14. <u>Binding Effect</u>. This Permit is binding upon and inures to the benefit of the successors and/or assigns of the parties.
- 15. <u>Compliance with Laws</u>. The Permittee and its contractors shall comply with all federal, state and local laws, ordinances, regulations and rules and will not discriminate illegally against any person. The Permittee's attention is specifically drawn to 62-14-1 et seq. NMSA, (1978 Comp., 1984 Repl. Pamphlet) regarding excavation damage to pipelines and underground utility lines.
- 16. <u>Applicable Law</u>. This Permit is governed by and construed and enforced in accordance with the laws of the State of New Mexico.
- 17. <u>Construction and Severability</u>. If any part of this Permit is held to be invalid or unenforceable, the remainder of this Permit will remain valid and enforceable if the remainder of the Permit is reasonably capable of completion.
 - 18. Assignment. The Permittee shall not assign any interest in this Permit.

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

2921 DALLAS ST. NE, ALBUQUERQUE, NM & 7110

Phone No.: 505-242-7500 OFFICE 505-681-0124 505-681-0124

For purposes of giving formal, written notice to the City, the City's address is:

Mayor City of Albuquerque P.O. Box 1293 Albuquerque, New Mexico 87103

Copies of any notices to the City must also be given to:

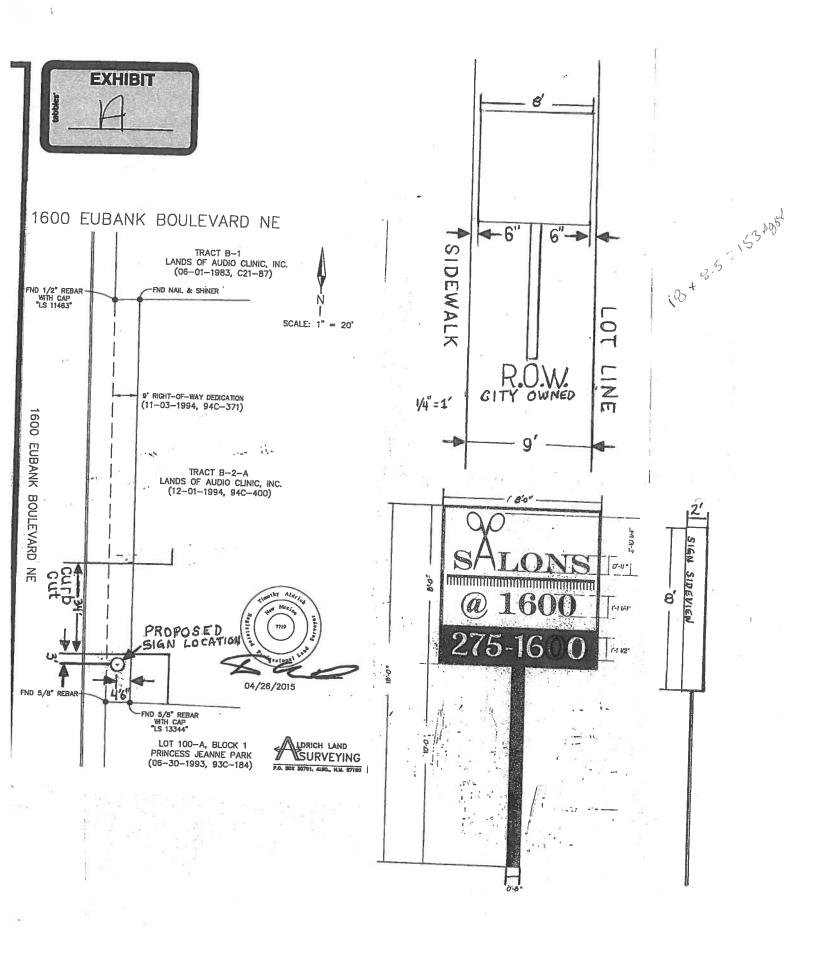
City Engineer City of Albuquerque P.O. Box 1293 Albuquerque, New Mexico 87103

Written notice must be made either personally or by certified United States mail. If the notice is mailed, the notice will be complete 3 days after deposited in the United States mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this section.

- 19. <u>Joint and Several Liability</u>. The Permittee shall be jointly and severally liable to the City for the performance of Permittee's obligations pursuant to this Permit.
- 20. <u>Approval Required</u>. This Permit shall not become effective or binding until approved by the City Engineer.
- 21. <u>Run with the Property.</u> This Agreement shall be binding upon Permittee's Property, its successors and assigns and shall run with title to the Permittee's Property.

IN WITNESS WHEREOF, the City and the Permittee have executed this Revocable Permit the day and year first above written.

PERMITTEE:		CITY OF ALBUQUERQUE:
By [signature]		By:
1	TKKTNK	Shahab Biazar, P.E., City Engineer
Title: OWNER		Dated: 1/15/2016
Dated: 12-1-2015		
	PERMITTEE'S NOTA	ARY
STATE OF NEW MEXICO)) ss	
COUNTY OF BERNALILLO)	
This instrument was acknown 2015, by Arnold K. Sikking Arnold K. Sikking		this 15+ day of December, (name of person signing permit), (title of person signing permit) of (Permittee).
(SEAL)	Notary Publi My Commis	da Jans ic ssion Expires: 10-17-16
A PUBLICION NETWORK	CITY'S NOTARY	<u> </u>
STATE OF NEW MEXICO)	
COUNTY OF BERNALILLO) ss)	
This instrument was acknow	vledged before me on	this 15 day of January
		of Albuquerque, a municipal corporation
on behalf of said corporation.		
(SEAL)	Notary Publ My Commis	ic
STE COMMENT	6	COA# 521-013
No.		





TREASURY DIVISION DAILY DEPOSIT

Transmittals for: NON PROJECTS Only

CASH COUNT	AMOUNT	ACCOUNT NUMBER	FUND NUMBER	DEPARTMENT ID	LOCATION	AMOUNT
X 100'S =						\$
X 50'S =						\$
X 20'S =						\$
X 10'S =						\$
X 5'S =						\$
X 1'S =						\$
TOTAL CURRENCY	\$					\$
TOTAL COINS	\$					\$
TOTAL CHECKS	\$ 882.50	425015	110	4961000	N/A	\$ 882.50
						*
TOTAL AMOUNT					TOTAL DEPOSIT	\$ 882.50

**SEE TAF	PE ATTACHMENT	
CPN#: J21-013 Revocable Permit and License Agreement	Name: 1600 Eubank B-2B	
DEPARTMENT NAME: Planning Department/Constru	ection Services	
PREPARED BY Madeline Carruthers	PHONE _924-3997	
BUSINESS DATE 1-21-2016		
AND BY EMPLOYEE SIGNATURE	Carrillo JATURE	Date: 1/21 Station IDWS00 Batch: 6434 Fund: 100 Account: 4250 Dept ID: 4961 Alloc Amt: 100 Trans Amt: 100 Check
REMITTER: Achold S:KK:nK AMOUNT: \$882.50 BANK: BANK: DATE ON CHECK: 1.21-1) le .	Albuquerque Treasurs J-24 Deposit J-24 Deposit 1/2016 Office: ANNE) 000007 Cashier: TRSBI 4 Frans: 15 Activits ID 015 Project ID 1000 Bus.Unit: \$882.50 \$882.50

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

PROJECT: J21-	013	CONTACT PER	SON: Madelin	e Carruthers
CCN: 201	400000276	8		
(New Existing) New	,			
Type of Agreement:	Revocabl	e Permit		
Description/Project N				
Developer:	Arnold S	ikkink		
Contract Amount \$		SIA Contract Period:		-
Contract Amount \$		S/W Contract Period:		
Other:		Contract Period:		-
FINANCIAL GUARA	ANTY:			
		Date:	Initial	
		Date:	Initial	
DRAFT CONTRACT				
Received by Legal:		Rejected/Returned to I	Dept.:	/
				Initials:
Returned to Legar				
		FINAL CONTRACT R	EVIEW	
APPROVALS REQU	JIRED:			
	Date Delivered	-	Approved By	Approval Date
DRC Chairman	12-7-15		Sulle	1/14/2016
Legal Department			DD	1/14/16
	1 10 11		6/2	Michal
City Engineer	1-15-16		- 10	1/15/2018
Hydrology		_		
Transportation	12-2-15		RMY	12/7/15
	100			
OTHER:				
				C (1
DICTRIBUTION.				
DISTRUBUTION:	Date	: By:		
User Department	_ ***			
Vendor				
City clerk	4/7/1	y CRV		
Treasury				
Other:				

ADDENDUM TO	COVER PAGE
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12-03-2015 (Date)

TO: Daniel Dietz, Assistant City Attorney, Legal Department

FROM: Madeline Carruthers, Project Administrator, Design Review Section, Planning Department

SUBJECT: PROJECT NAME: 1600 Eubank NE B-2B Revocable Permit PROJECT # J21-013

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

ITEM	ACTI		
	Review & Approval	Reference	<u>Comments</u>
Procedure "A"	0000	0000	
Procedure "B"		0000	
Exhibit "A" Infrastructure List		0000	T OBY
Extension to Procedure "B"	0000	0000	
Procedure "C" Modified		0000	
Special Agreement		0000	
Sidewalk Deferral Agreement		0000	
Extension to Sidewalk Deferral		0000	
Sidewalk Verification & Calculation		0000	
Official Notice of Decision		0000	
Power of Attorney		0000	
Corporate Resolution		0000	
Amendment		0000	
Assignment		0000	
Financial Guarantee		0000	
Amendment to Financial Guarantee			
Treasurer's Report of Deposit		0000	
Construction Paperwork:			
Contractors Proposal	0000	0000	
Subcontractors Proposal		0000	
Performance/Warranty Bonds		0000	
Labor/Material Bonds		0000	
Certificate of Insurance		0000	
Engineers Cost Estimate (Figure 7)	0000	0000	
Figure 8, Pro Rata			
Figure 21, Pro Rata		0000	
Release of Agreement			
Release of Financial Guarantee	0000	0000	
Release of Municipal Lien		0000	
Certificate of Completion and Accepta	nce	0000	
Grading & Drainage Certification			
Centerline Monument Acceptance			
Calling Notice		0000	
Revocable Permit		0000	
License Agreement		0000	
Agreement & Covenant			
Drainage Covenant	0000	0000	
Monitoring Well Permit			
Easement		0000	
Encroachment		0000	
Cert ob Ins.	3 000		
Notes:			

Please call <u>Madeline Carruthers</u> at <u>924-3997</u> if you have questions regarding the above or when the documents are ready to be picked up. **No. of Attachments** (_____)