

# City of Albuquerque

# Planning Department

## Development & Building Services Division

## DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Kiddie Academy Westside DRB#:		
Legal Description: Tract A-2-B-2, Fountain	Hills Plaza Subdivision, NM March 10	
City Address: SW Corner of Paradise & Nu	nzio, Albuquerque, NM 87004	
Applicant: Devin Nguyen w/ Modulus Arch		Contact: (505)338-1499
Address: 100 Sun Ave. NE, suite 600, Albud	uerque, NM 87109	
Phone#: (505)338-1499	_ Fax#:	E-mail: devinn@modulusarchitects.com
Other Contact: Angela Williamson w/ Mod	ulus Architects	Contact: (505)338-1499
Address: 100 Sun Ave. NE, suite 600, Albu	querque, NM 87109	
Phone#: (505)338-1499	_ Fax#:	E-mail:awilliamson@modulusarchitects.
TYPE OF DEVELOPMENT: PLAT		
IS THIS A RESUBMITTAL? X Yes	No	
<b>DEPARTMENT</b> X TRANSPORTATION	HYDROLOGY/DRAINAGE	
Check all that Apply:	TYPE OF APPROV  BUILDING PE	AL/ACCEPTANCE SOUGHT:
TYPE OF SUBMITTAL:ENGINEER/ARCHITECT CERTIFICATION	CERTIFICATE	
PAD CERTIFICATION	PRELIMINARY	Y PLAT APPROVAL
CONCEPTUAL G & D PLAN GRADING PLAN	· · · · · · · · · · · · · · · · · · ·	OR SUB'D APPROVAL
DRAINAGE REPORT		OR BLDG. PERMIT APPROVAL
DRAINAGE MASTER PLAN	FINAL PLAT A	APPROVAL
FLOODPLAIN DEVELOPMENT PERMIT	APPLIC SIA/ RELEASE	E OF FINANCIAL GUARANTEE
ELEVATION CERTIFICATE		PERMIT APPROVAL
CLOMR/LOMR	GRADING PEI	RMIT APPROVAL
X TRAFFIC CIRCULATION LAYOUT (TCI TRAFFIC IMPACT STUDY (TIS)	SU-19 APPRU	
STREET LIGHT LAYOUT		MIT APPROVAL
OTHER (SPECIFY)	<del></del>	D CERTIFICATION
PRE-DESIGN MEETING?	— WORK ORDER CLOMR/LOMF	
		DEVELOPMENT PERMIT
		CIFY)
DATE SUBMITTED: 31 Mar 2020	By:	
COA STAFF:	ELECTRONIC SUBMITTAL RECEIVED:	

FEE PAID:\_\_\_\_\_

City of Albuquerque
Planning Department
Transportation Engineering
Attn: Nilo Salgado-Fernandez, PE
600 2<sup>nd</sup> St NW
Albuquerque, NM 87102

#### Approval of Relocation of Access Point, Tract A-2-B-2 of Fountain Hills Plaza Subdivision

This letter is to document owner approval of the relocated access points on Tract A-2-B-2 at Fountain Hills, as per architectural drawings.

By signing below, I am giving written approval of this access point relocation.

Sincerely,

Michael Montoya Managing Member

Novus Properties LLC



Novus Properties LLC 7916 Ranchitos Lp NE Albuquerque, NM 87113

City of Albuquerque Planning Department Development Review Board 600 2<sup>nd</sup> St NW Albuquerque, NM 87102

## Authorization for Shared Common Access: Tracts A-2-A, A-2-D, A-2-C, A-2-B, Fountain Hills Plaza Subdivision

As owner of Tracts A-2-A, A-2-D, and A-2-C of the Fountain Hills Plaza Subdivision, I hereby authorize the shared common access for the drive aisle and ADA ramp, through these lots to Tract A-2-B per the attached drawing.

Sincerely,

Michael Montoya Managing Member Novus Properties LLC

#### **CROSS-ACCESS AND CROSS-DRAINAGE EASEMENT**

This Cross-Access and Cross-Drainage Easement ("**Agreement**") is executed this <u>8<sup>th</sup></u> day of <u>April, 2020</u>, by **Novus Properties**, **LLC**, a New Mexico limited liability company ("**Novus**"), with a mailing address at PO Box 94088, Albuquerque, New Mexico 87199, in favor of <u>Aleem Hasham</u>, as <u>Buyer</u> ("**Kiddie Academy**") (collectively, "**Owners**" and individually, "**Owner**").

WHEREAS, Novus owns the property more particularly described as **Lot A-2-B-1** of Fountain Hills Subdivision, as shown on <u>Exhibit A</u> attached hereto, which will be further subdivided into **A-2-B-3 and A-2-B-4**, and which will be party to this entire agreement upon their creation, per <u>Exhibit B</u>); and

WHEREAS, Kiddie Academy owns the properties more particularly described **Lot A-2-B-2** of Fountain Hills Subdivision as shown on <u>Exhibit A</u> attached hereto, that is located immediately southeast of Tract **A-2-B-1**, and

WHEREAS, Kiddie Academy will construct, partly on **Tract A-2-B-1** and partly on **Tract A-2-B-3** (as shown on <u>Exhibit B</u>) an asphalt driveway located as set forth in <u>Exhibit C</u> attached hereto (the "**Driveway Area**"); and

WHEREAS, Novus and Kiddie Academy wish to execute and record this Agreement to create a non-exclusive easement for use of the Driveway Area by the owners and users of each of Tract A-2-B-1 and A-2-B-3 and the Kiddie Academy (collectively, the "Benefited Properties" and individually, a "Benefited Property") for ingress, egress and stormwater drainage, and to allocate certain maintenance and other rights and responsibilities relating to the Driveway Area as set forth in this Agreement;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Novus and Kiddie Academy agree as follows:

- 1. <u>Creation of Easement</u>. Each of Novus and Kiddie Academy hereby declares, establishes, and grants a non-exclusive easement over and across the Driveway Area for vehicular and non-vehicular ingress, egress and access, and for storm drainage and the discharge of water from, over and across the Benefited Properties, provided that such drainage and discharge shall be in compliance with all applicable governmental laws and regulations (the "Easement"). The Easement shall be used for the benefit and use of owners, employees, agents, tenants, subtenants, guests, invitees, licensees, and all others at each of the Benefited Properties. Each Owner may use its Benefited Property for any purpose that does not interfere with the rights granted by this Agreement or any other restrictions of record governing such Owner's Benefited Property.
- 2. Maintenance and Repair. Each Owner of Tract A-2-B-1 or Tract A-2-B-2 (collectively, the "Affected Properties" and individually, an "Affected Property") shall be responsible for maintenance, repair and replacement of the improvements on that portion of the Driveway Area located on such Owner's Affected Property, and will keep such portion of the Driveway Area improvements in good condition. Neither Owner of an Affected Property shall permit any act that would cause the blockage or unavailability of the Easement except for temporary repair or maintenance obligations that are conducted in a manner to minimize interference with use of the Easement. Such closure or impairment for repair or maintenance shall require in each instance at least ten (10) days' written notice to the

Owner of the other Benefited Properties, and shall not exceed more than thirty (30) days in any calendar year.

#### 3. Remedies.

- a. If an Owner of an Affected Property fails to comply with any obligation set forth in this Agreement (a "Defaulting Owner"), including, without limitation, the payment of any sum of money or the performance of any other obligation pursuant to the terms of this Agreement, then the other Owner of an Affected Property (the "Affected Owner"), at its option and after thirty (30) days prior written notice to the Defaulting Owner, in addition to any other remedies the Affected Owner may have in law or equity, may proceed to perform such defaulted obligation on behalf of such Defaulting Owner (and shall have a one-time limited license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) the Defaulting Owner cures the default, or (ii) if curable, the default cannot be reasonably cured within that time period but the Defaulting Owner begins to cure such default within such time period and thereafter diligently and continuously pursues such action to completion. The thirty (30) day notice period shall not be required if an emergency exists or if such default causes interference with the operation or use of the Affected Owner's Affected Property which requires immediate action; and in such event, the Affected Owner shall give such notice (if any) to the Defaulting Owner as is reasonable under the circumstances.
- b. Within thirty (30) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Affected Owner for any sum reasonably expended by the Affected Owner due to the default or in correcting the same, together with interest thereon at the rate of twelve percent (12%) per annum, and if such reimbursement is not paid within said thirty (30) days and collection is required, the Affected Owner shall be entitled to file suit to recover the amount so expended, as well as interest as provided above and reasonable costs of collection, including without limitation, reasonable attorneys' fees, expenses and costs of court.

#### 4. General.

- a. Neither Owner of an Affected Property shall grant an easement or easements of any type set forth in Section 1 across any portion of the Driveway Area for the benefit of any property other than the Benefited Properties.
- b. Each Owner of an Affected Property hereby agrees to indemnify, defend and save the other Owner of an Affected Property harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on the portion of the Driveway Area located on the indemnifying Owner's Affected Property, except to the extent caused by the negligence or intentional misconduct of the other Owner of an Affected Property. To the extent applicable, if at all, the indemnification provisions contained in this Agreement are subject to and limited by the provisions of Section 56-7-1 of the New Mexico Statutes.

- c. The rights granted, declared and established by the Owners under this Agreement shall be perpetual unless terminated by agreement of all of the Owners of the Benefited Properties. This Agreement until terminated shall run with the land and shall be deemed an easement appurtenant to each of the Benefited Properties.
- d. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Affected Properties or the Driveway Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.
- e. The obligations set forth in this Agreement shall be binding on the current Owners and each of their respective successors in ownership of the Affected Properties.

EXECUTED as of the date set forth above. Novus Properties, LLC, a New Mexico limited liability company Novus: Michael Montova, Manager OFFICIAL SEAL Trula Howe NOTARY PUBLIC STATE OF New Mexico COUNTY OF Berns Villo This instrument was acknowledged before me on April 9, 2020, by Michael Montoya, Manager of Novus Properties, LLC, a New Mexico limited liability company. VOTARY PUBLIC My commission expires: Kiddie Academy: Aleem Hasham, as Buver OFFICISHASEAL Name: Accen unguan Ashlea RteSverivar Title:Buyer STATE OF COUNTY OF This instrument was acknowledged before me on \_\_\_\_\_\_

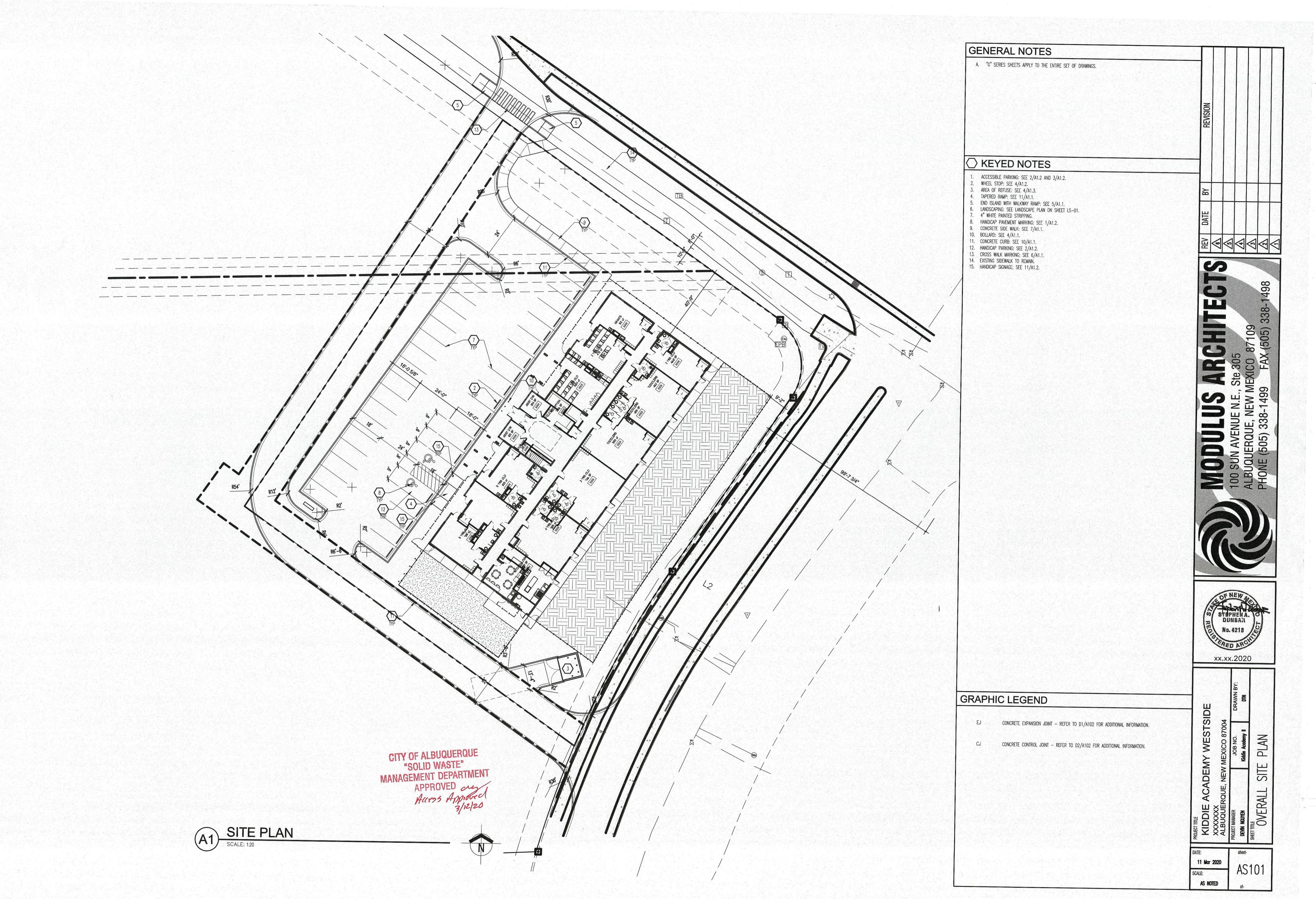
No.\_\_\_\_\_\_ of \_\_\_\_\_\_ Acade Acade a New/ a New Mexi **OTARY PUBLIC** 

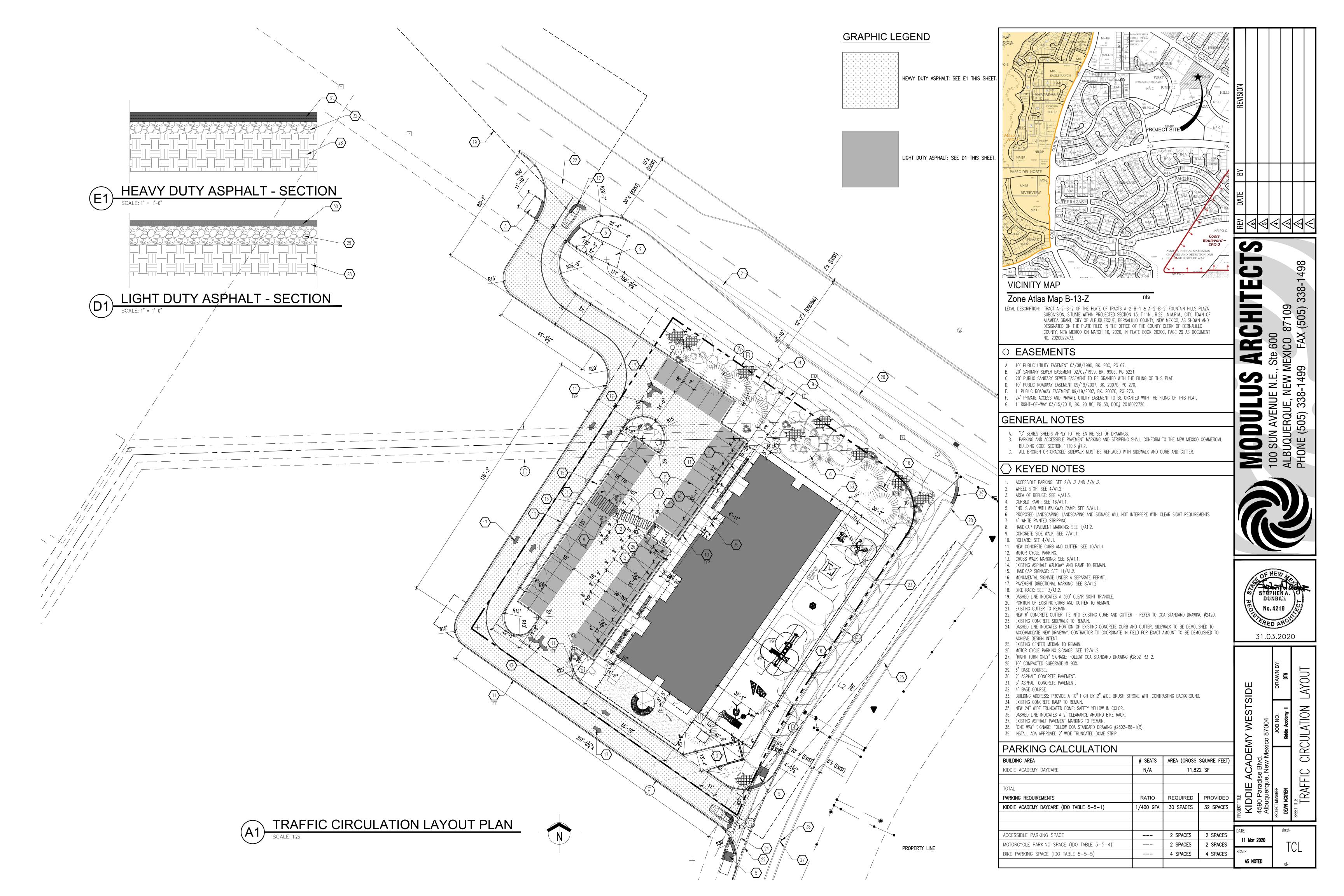
My commission expires:

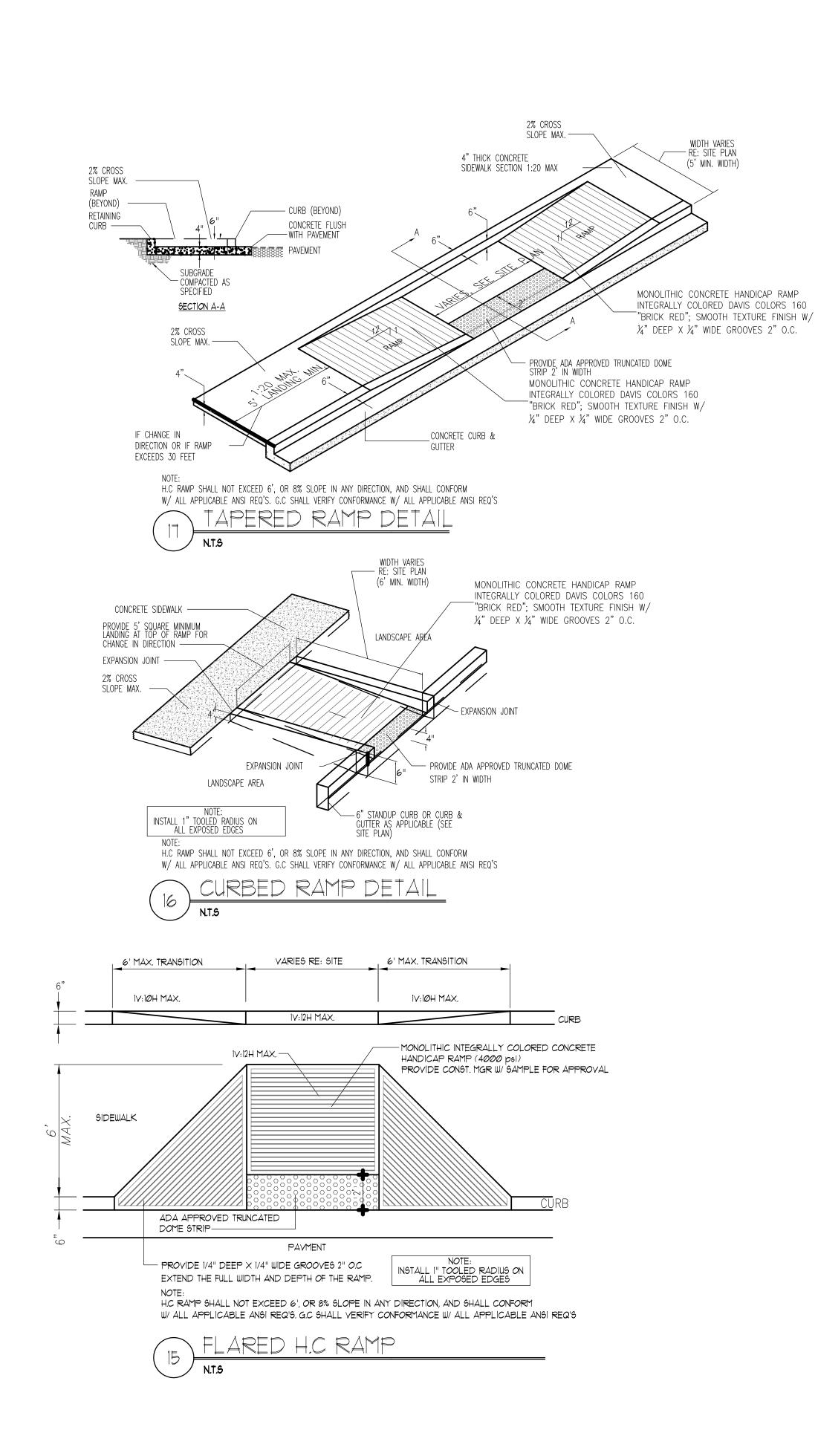
#### Exhibit A

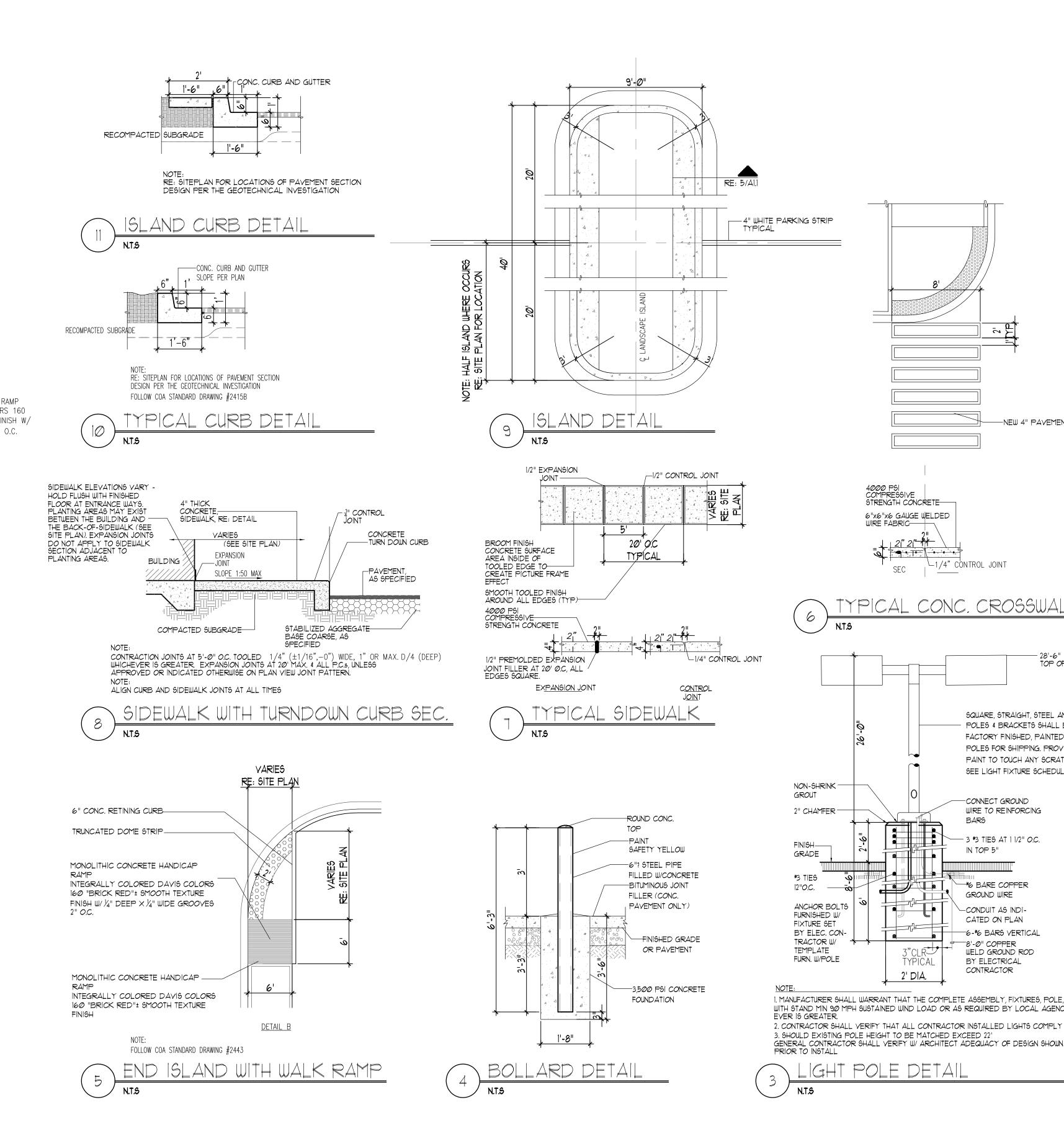
### **Legal Description of Tract A-2-B-1**

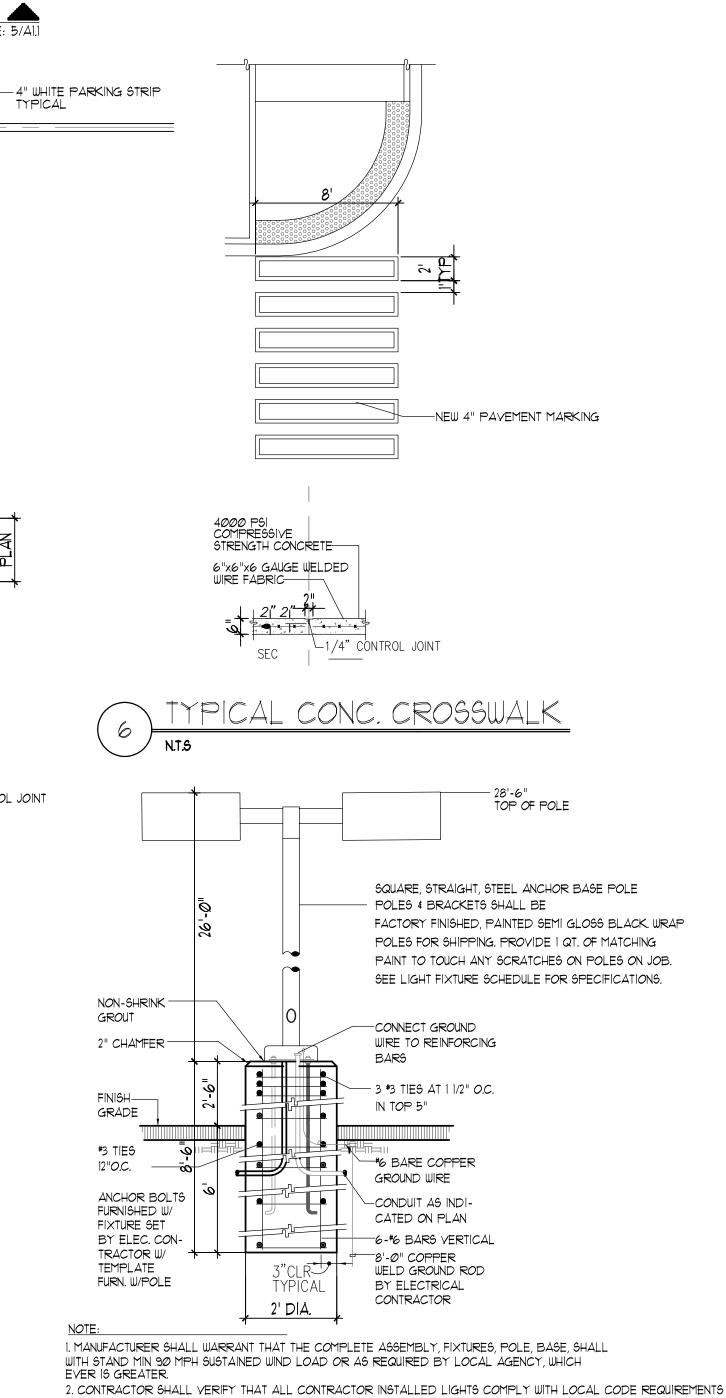
Tract lettered "A-2-B-1" and "A-2-B-2" of Plat of Tracts A-2-B-1 & A-2-B-2, Fountain Hills Plaza Subdivision, situated within Projected Section 13, T. 11N. R. 2E. N.M.P.M Town of Alameda Grants, City of Albuquerque, Bernalillo County, New Mexico as the same is shown and designated on said plat, recorded March 10, 2020, in Plat Book R, Page 0029, as Document No. 2020022473, in the office of the County Clerk of Bernalillo County, New Mexico.











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100 SUN ALBUQUE PHONE (

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31Mar2020

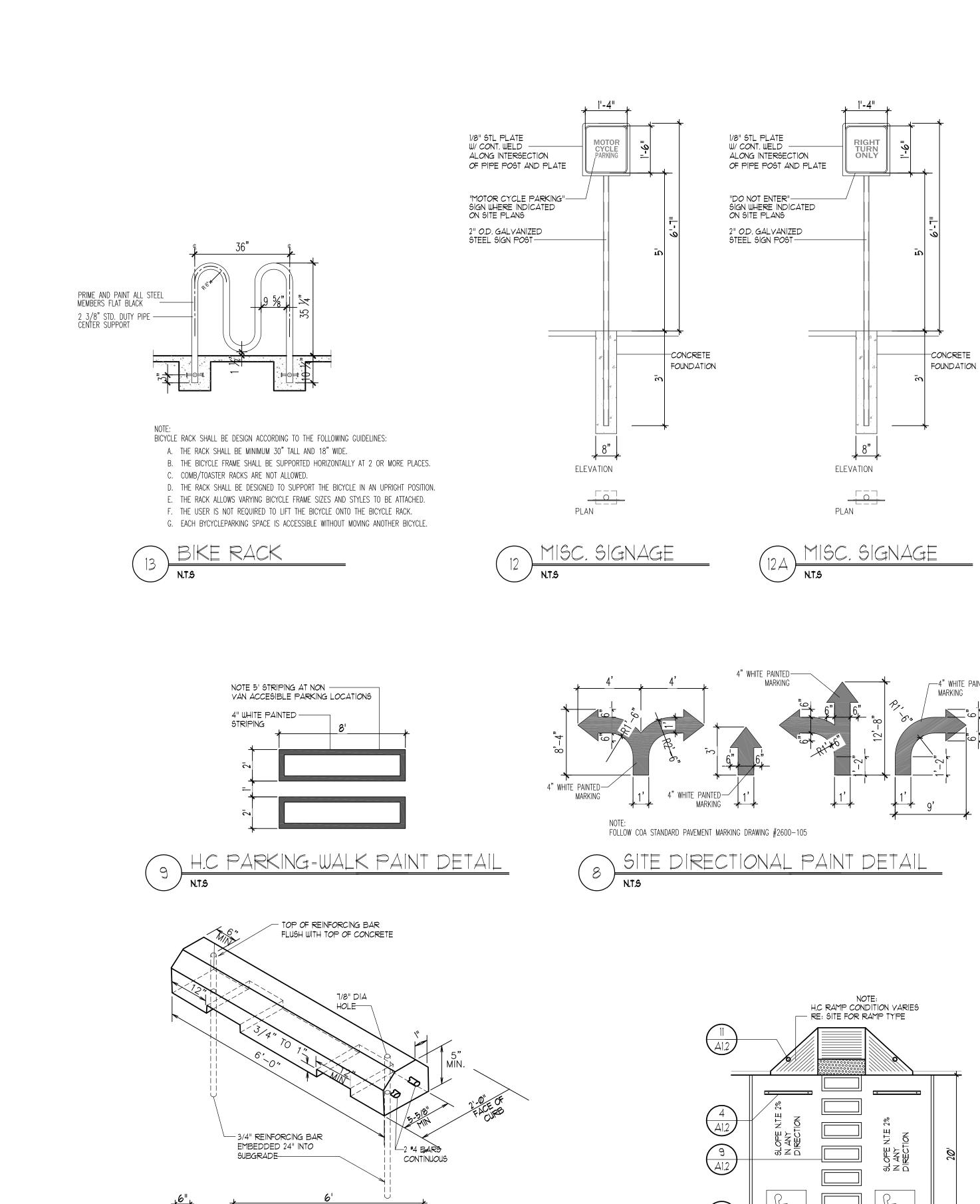
11 Mar 2020

as noted

SCALE:

DUNBAR

No. 4218

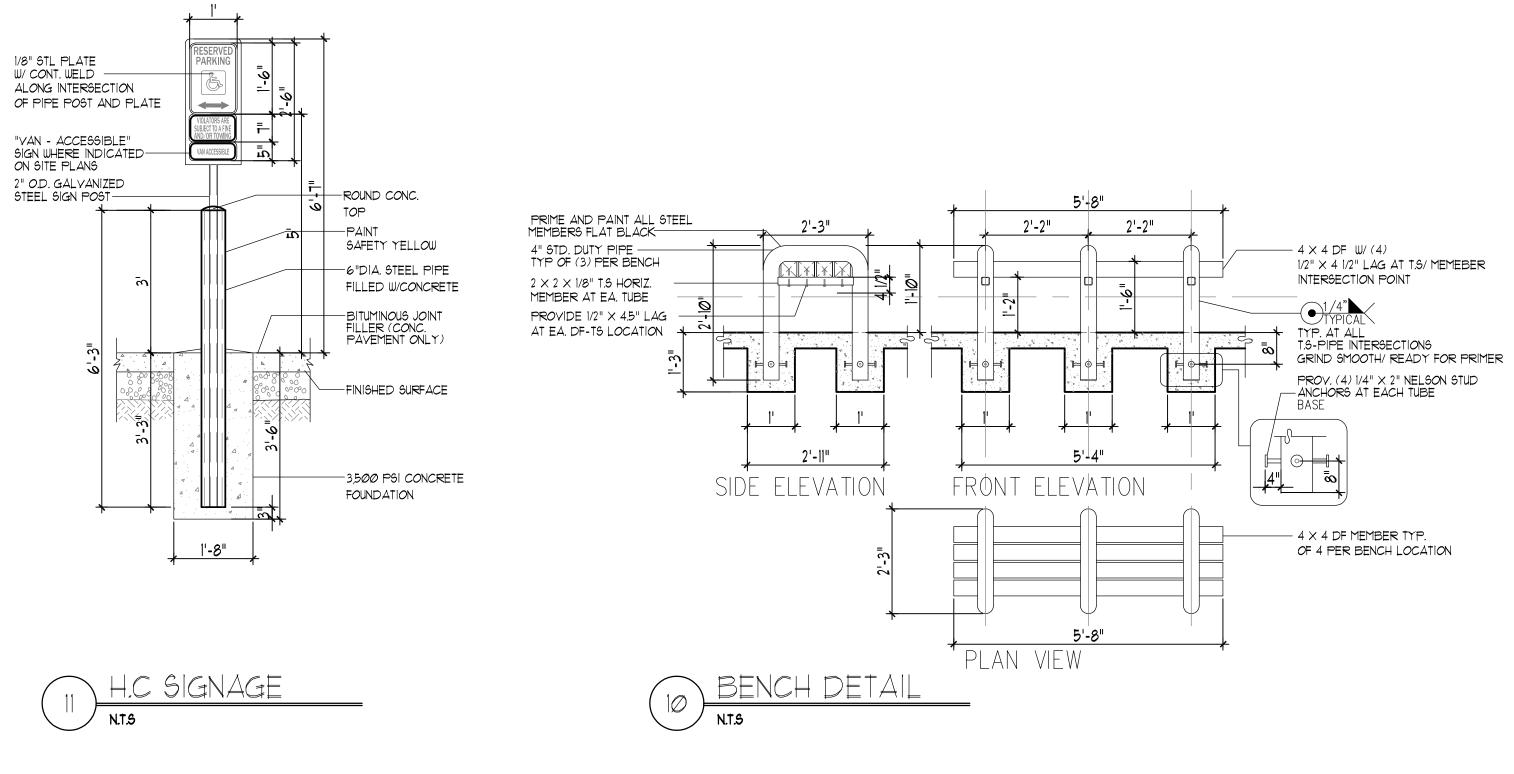


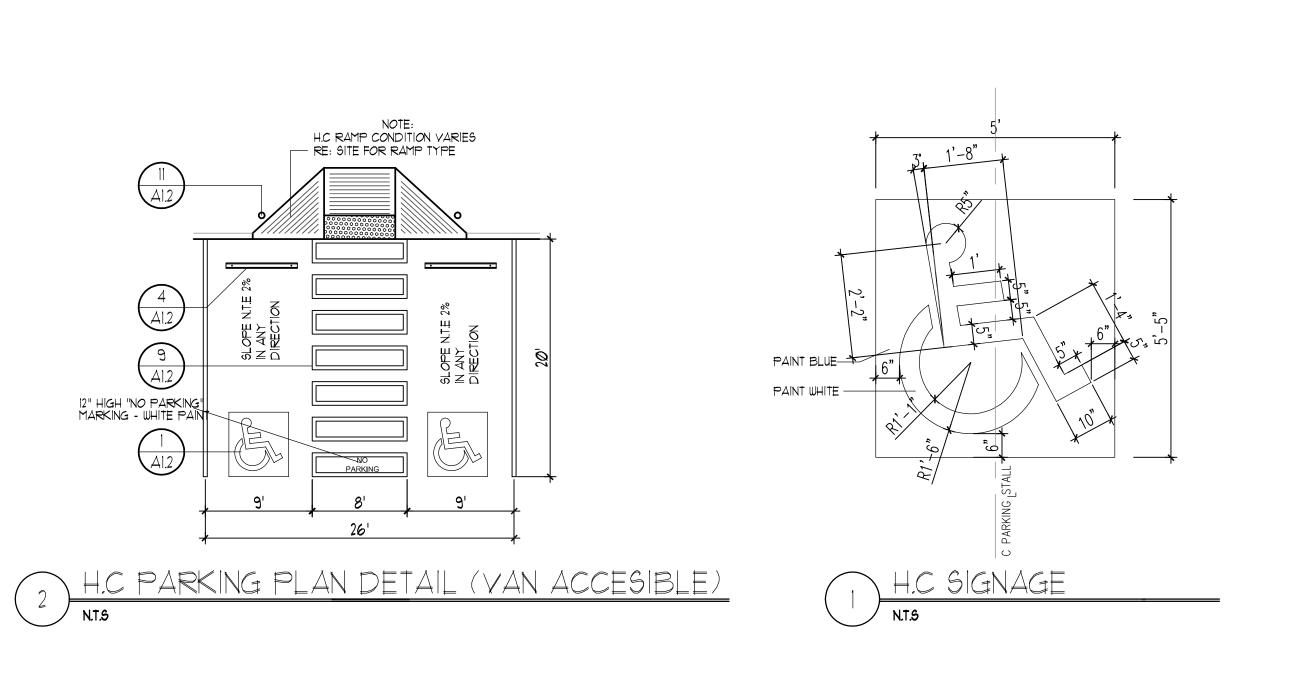
|| \\_\_ #5" REINFORCING BAR

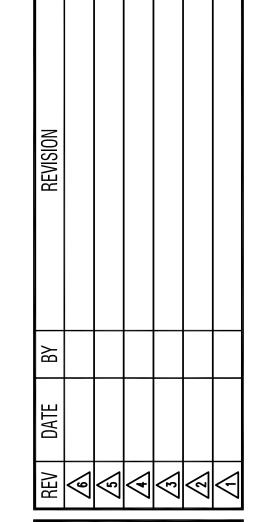
WHEEL STOP

12" HIGH "NO PARKING" MARKING - WHITE PAIN

H.C PARKING PLAN DETAIL

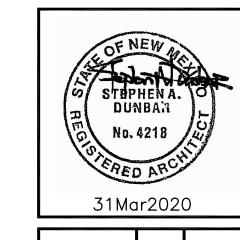






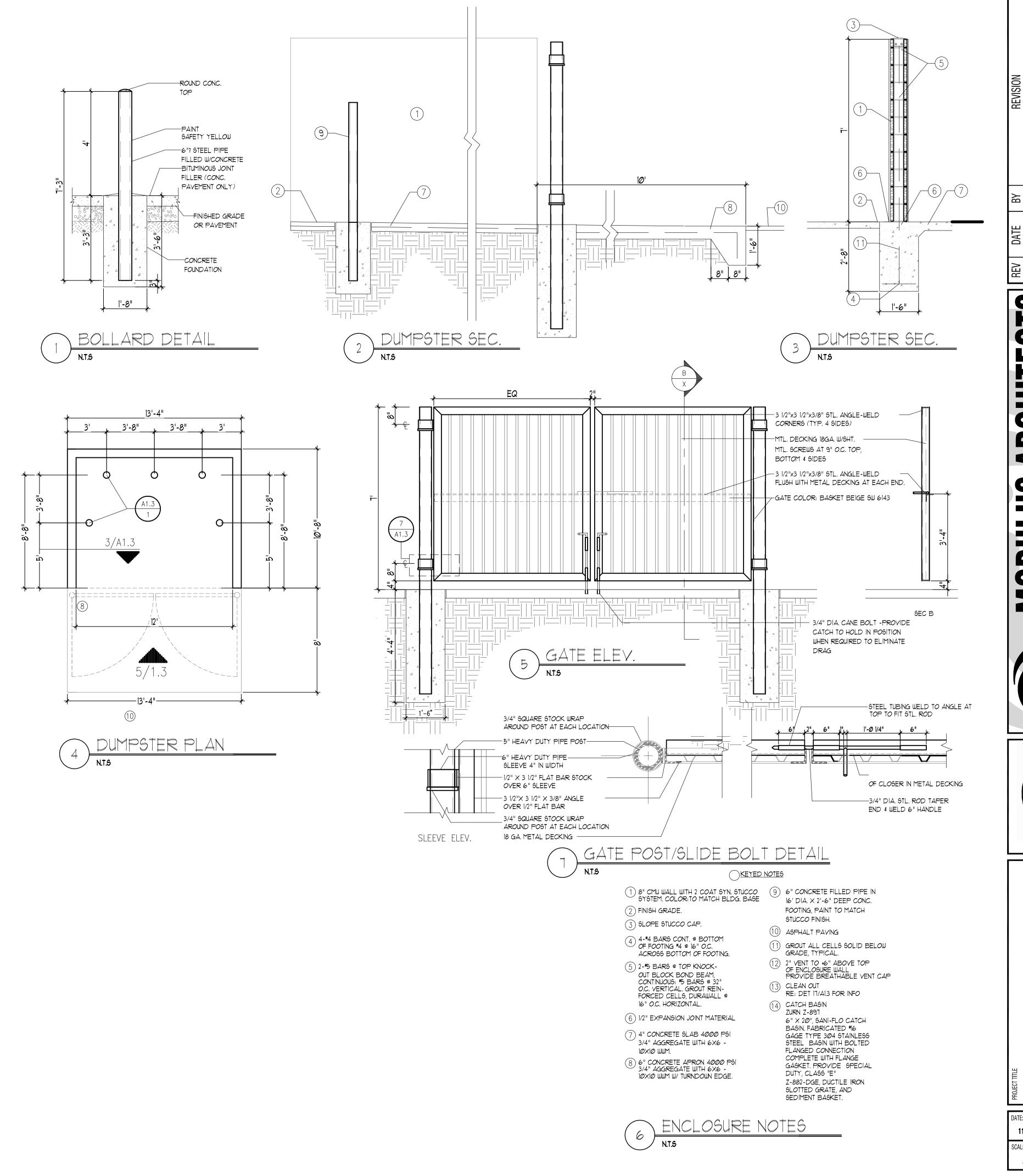
LUS ARCHITECT, VUE N.E., Ste 305
E, NEW MEXICO 87109
338-1499 FAX (505) 338-1498

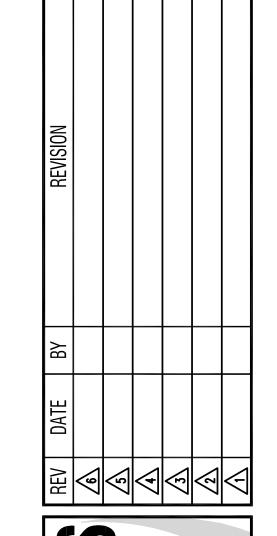




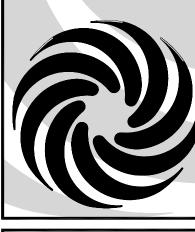
PROJECT TITLE		
KIDDIE ACADEMY WESTSIDE	<b>NY WESTS</b>	SIDE
4590 Paradise Blvd.		
Albuquerque, New Mexico 87004	so 87004	
PROJECT MANAGER	JOB NO.	DRAWN BY:
DEVIN NGUYEN	Kiddie Academy II	DTN
SHEETTITE DETAILS		

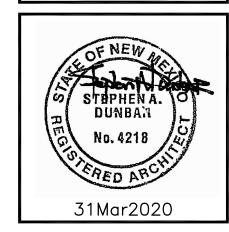
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as noted	of-





MODULUS ARCHITECT 100 SUN AVENUE N.E., Ste 305 ALBUQUERQUE, NEW MEXICO 87109 PHONE (505) 338-1499 FAX (505) 338-1498





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