



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 29, 2001

Mike Walla, P.E.
Walla Engineering
6100 Indian School Road NE Suite 210
Albuquerque, NM 87110

**RE: Grading and Drainage Certification for Bike World- Coors
(D-13/D001A) (Coors Blvd NW)
Engineer's Stamp dated 9/29/2000
Engineering Certification dated 1/24/2001**

Dear Mr. Walla:

Based upon the information provided in your Engineers Certification submittal dated 1/24/2001, the above referenced site is approved for Certificate of Occupancy.

If I can be of further assistance, please contact me at 924-3986.

Sincerely,

Bradley L. Bingham

Bradley L. Bingham, PE
Senior Civil Engineer, PWD

C: Vickie Chavez, COA
Teresa Martin, COA

file



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 20, 2000

Mike Walla, P.E.
Walla Engineering
6100 Indian School Road, NE
Suite 210
Albuquerque, NM 87110

RE: BIKEWORLD WEST, COORS BOULEVARD NW (D13-D1A). Revised GRADING AND DRAINAGE PLAN FOR BUILDING PERMIT APPROVAL. ENGINEER'S STAMP DATED SEPTEMBER 29, 2000. (Supercedes Stamp Date Sept 19th).

Dear Mr. Walla:

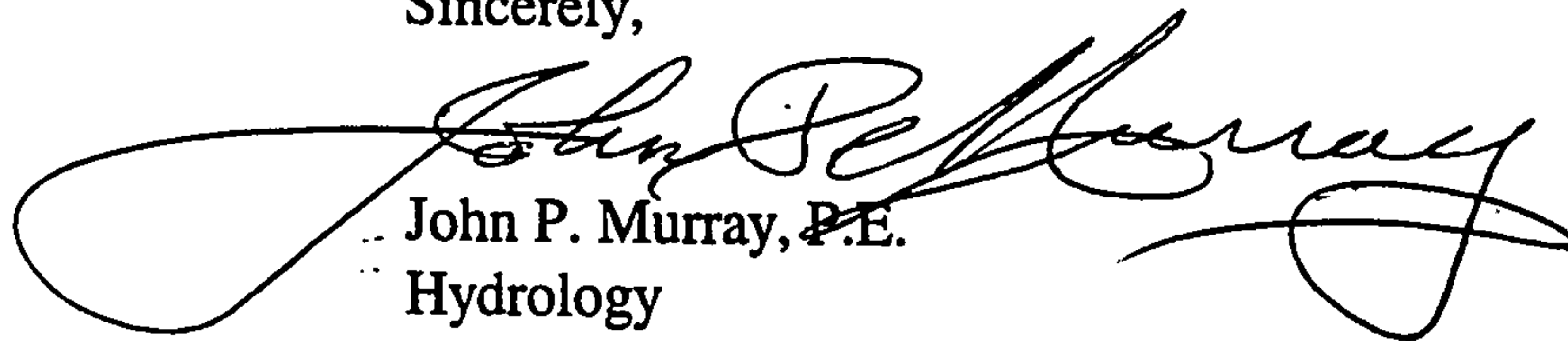
Based on the information provided on your September 22, 2000 resubmittal along with your G&D Plan stamped September 29, 2000., the above referenced project is approved for Building Permit.

Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology.

Prior to Certificate of Occupancy approval, an Engineer's Certification per the DPM will be required.

If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,



John P. Murray, P.E.
Hydrology

c: Whitney Reiersen

File



City of Albuquerque

September 28, 2000

Mike Walla, P.E.
Walla Engineering
6100 Indian School Road, NE
Suite 210
Albuquerque, NM 87110

RE: BIKEWORLD WEST, COORS BOULEVARD NW (D13-D1A). Revised GRADING AND DRAINAGE PLAN FOR BUILDING PERMIT APPROVAL. ENGINEER'S STAMP DATED SEPTEMBER 19, 2000.

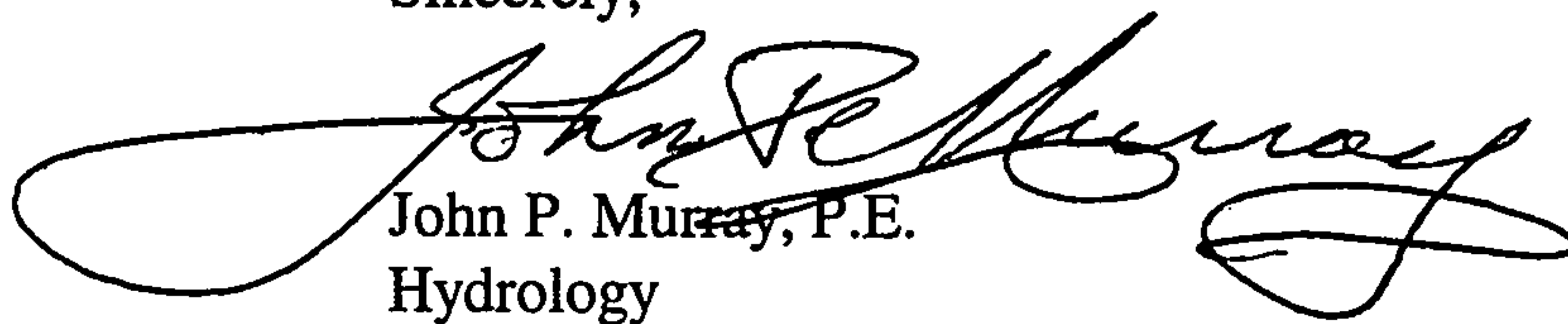
Dear Mr. Walla:

Based on the information provided on your September 22, 2000 resubmittal, the above referenced project is approved for Building Permit.

Both MRGCD and AMAFCA have concurred with discharge to the Corales Main Canal.

If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,


John P. Murray, P.E.
Hydrology

c: Whitney Reiersen
✓ File

FILE COPY



KEN SCHULTZ
MAYOR

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

December 8, 1989

Jeff Mortensen
Jeff Mortensen & Associates, Inc.
811 Dallas, NE
Albuquerque, New Mexico 87110

RE: REVISED DRAINAGE PLAN FOR MONROE'S RESTAURANT ON COORS
(D-13/D1A) ENGINEER'S STAMP DATED NOVEMBER 29, 1989

Dear Mr. Mortensen:

Based on the information provided on your resubmittal of December 1, 1989, revisions as indicated are acceptable for Building Permit and Rough Grading approval.

Please be advised that prior to building permit release, we will need concurrence from AMAFCA on the design for the desilting pond and outlet, and execution of the Private Drainage Covenant for the desilting pond.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+1111)

PUBLIC WORKS DEPARTMENT

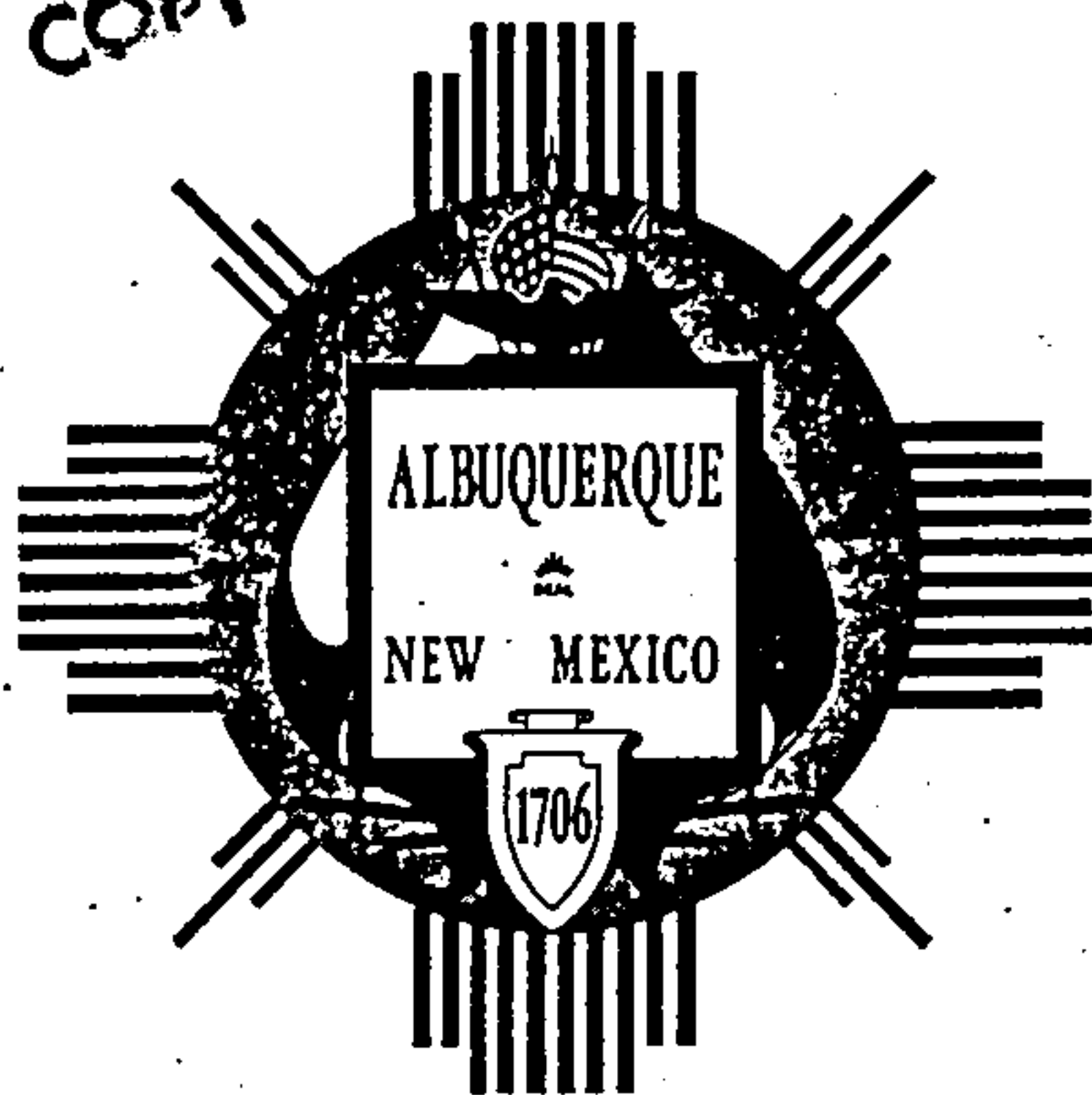
Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

FILE COPY



KEN SCHULTZ
MAYOR

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 11, 1989

Jeff Mortensen
Jeff Mortensen & Associates, Inc.
811 Dallas, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR MONROE'S RESTAURANT ON COORS
(D-13/D1A) ENGINEER'S STAMP DATED SEPTEMBER 25, 1989

Dear Mr. Mortensen:

Based on the information provided on your submittal of September 26, 1989, the above referenced plan is approved for Building Permit and Rough Grading.

Please be advised that we will not release the Building Permit until we receive concurrence from AMAFCA that they concur with the design for the desilting pond and outlet.

If you should need further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+1111)

*Private Drainage
Lynch*

PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

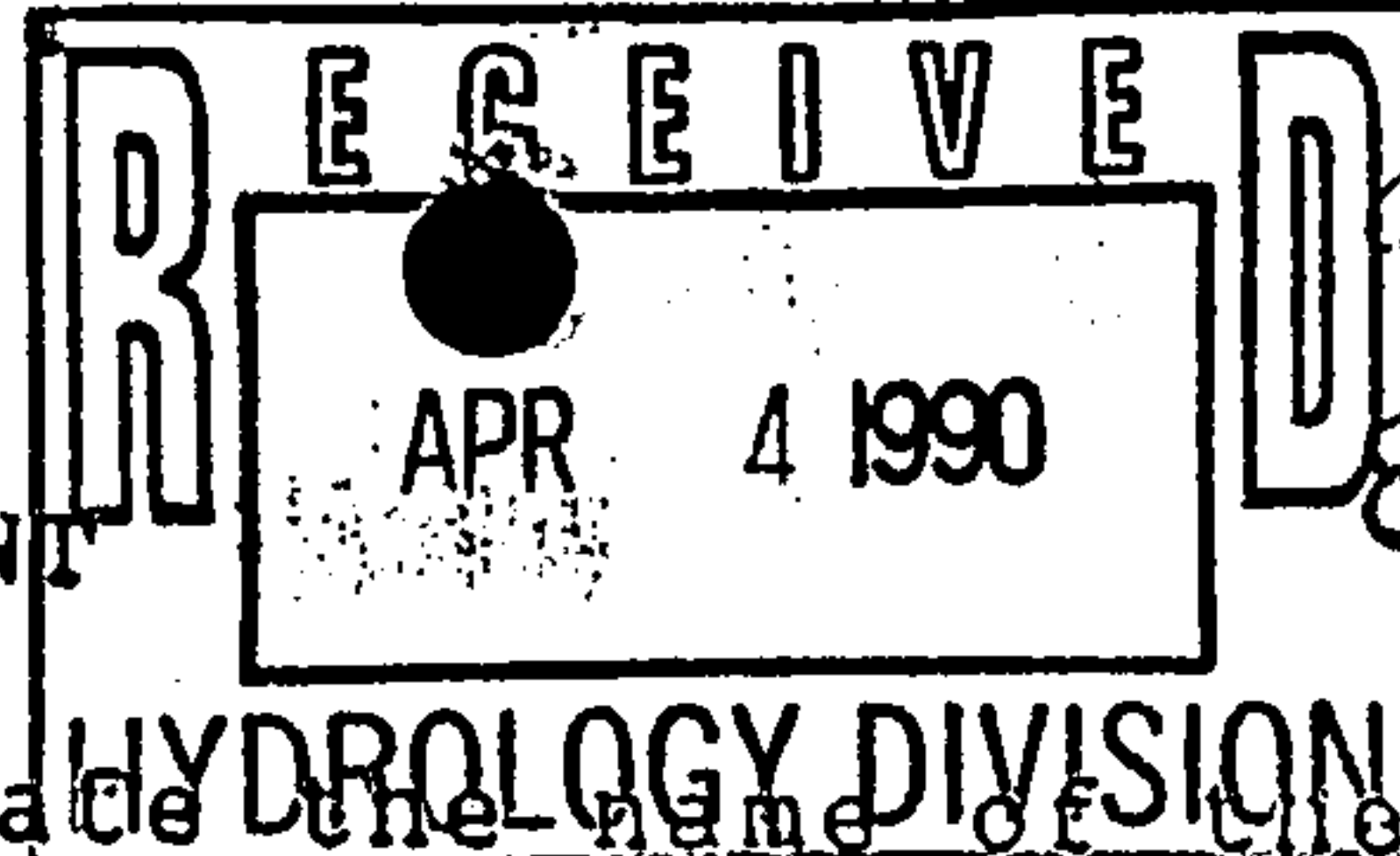
Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

9024459

MONROE'S

DRAINAGE COVENANT



#3688
#8900891
8764

This Drainage Covenant, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of X," "partnership":] Diaz Westside, Limited, A New Mexico Partnership

_____ ("Owner"), whose address is 6910-G Montgomery N.E. Albuquerque, NM 87110, 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 Easement.

1. Recital. Owner is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] Lots 1 & 2, Bosque Del Pueblo _____ in Bernalillo County, 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 agreement to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
Desilting Basin/Pond including rundowns and overflow baffle (hydrology File No. D-13/DIA).

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

3. Maintenance of Drainage Facility. The Owner will maintain the Drainage Facility at Owner's cost in accordance with the approved Drainage Report and plans.

4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection of the Drainage Facility it deems appropriate, without liability to the Owner.

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within 60 days ("Deadline") of receipt of the Notice, as provided in Section 12, and the Owner will comply promptly with the requirements of

(Approved by Legal Dept.
as to form only-5/28/86)

the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the Owner for the cost of the work and for any other expenses or damages which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's repair or maintenance following notice to the Owner as required in this agreement or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City.

8. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Owner harmless from any and all liability arising from the City's negligent use of the Drainage Facility. The City does not agree to save Owner harmless from any liability which may arise from Owner's use of the Drainage Facility and the Property.

9. Cancellation of Agreement and Release of Covenant. This agreement may be cancelled and Owner's covenants released by the City following by the City's mailing to the Owner notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or in the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

10. Assessment. Nothing in this agreement shall be construed to relieve the Owner, his heirs, assigns and successors from an assessment against 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.

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

Diaz Westside, Limited
6910-G Montgomery N.E.
Albuquerque, NM 87110

Notice may be given to the Owner either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the Owner within 6 days after the notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by certified mail, return receipt requested, to the City Public Works Department, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This agreement shall continue until terminated by the City pursuant to Section 9 above.

13. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on Owner, his heirs, assigns and successors and on Owner's Property and constitute covenants running the Owner's Property until released by the City.

14. Entire Agreement. This agreement 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.

15. Changes to Agreement. Changes to this agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this agreement is held to be invalid or unenforceable, the remainder of the agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this agreement are not part of this agreement and will not affect the meaning or construction of any of its provisions.

18. Form Not Changed. Owner agrees that changes to the wording of this form are not binding upon the City unless initialed by the Owner and approved and signed by the City Legal Department in writing on this form.

OWNER:

Diaz Westside, Limited
 Kathleen H. Diaz

By:

Kathleen H. Diaz
 Its: General Partner

Dated:

Nov 17, 1989

(Approved by Legal Dept.

as to form only (8-7-89)

8767

STATE OF New Mexico)
) 88
 COUNTY OF Bernalillo)

1/11 The foregoing instrument was acknowledged before me this
 day of November, 1988, by [name of person signing:]
Kathleen H. Diaz, [title or capacity, for instance,
 "President" or "Owner":] General Partner of [name of
 the entity which owns the Property if other than the individual
 signing, for instance, the name of the corporation, partnership,
 or joint venture:] Diaz Westside, Limited, a New Mexico Partnership

Juan M. Cala
 Notary Public

My Commission Expires:
1-17-90



OFFICIAL SEAL
 JUAN M. CALA
 NOTARY PUBLIC - STATE OF NEW MEXICO
 Notary Bond Filed with Secretary of State
 My Commission Expires 1-17-90

CITY OF ALBUQUERQUE:

Approved:

By:

Russell B. Gartin

Title:

City Engineer

Dated:

3-26-90

CAM

STATE OF NEW MEXICO
 COUNTY OF BERNALILLO
 FILED FOR RECORD

90 MAR 30 AM 10:31

SK BOR

GLADYS M. DAVIS

CO CLERK & RECORDER

EXHIBIT A ATTACHED)

(Approved by Legal Dept.
 55 to form only. 5/70/86)

8768

