

August 7, 1996

Martin J. Chávez, Mayor
Levi Valdez
George T. Rodriguez Development Consultant
12800 San Juan NE
Albuquerque, NM 87123

RE: ENGINEER CERTIFICATION FOR JESS MUNOS AUTO BODY (D17-D68)
CERTIFICATION STATEMENT DATED 7/14/96.

Dear Mr. Valdez:

Based on the information provided on your July 25, 1996 submittal, Engineer Certification for the above referenced site is acceptable.

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,

Bernie J. Montoya, CE
Engineering Associate

BJM/dl

c: Andrew Garcia
File





City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 26, 1994

Fred Aragon
1428 LaFayette NE
Albuquerque, NM 87106

RE: DRAINAGE PLAN FOR AN ADDITION TO JESS MUNOS AUTO BODY, INC.
(D17-D68) ENGINEER'S STAMP DATED 1/25/94.

Dear Mr. Aragon:

Based on the information provided on your January 25, 1994 submittal, the above referenced site is approved for Building Permit.

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

If I can be of further assistance, please feel free to contact me at 768-2667.

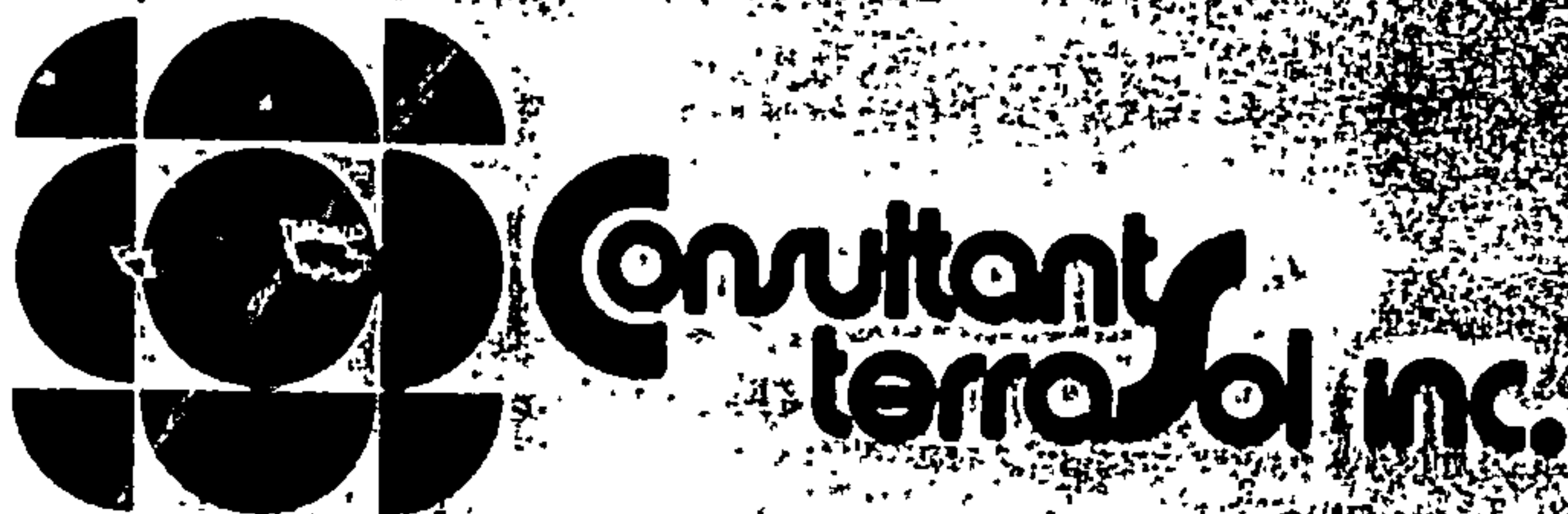
Sincerely,

Bernie J. Montoya, CE
Engineering Associate

BJM/d1/WPHYD/8261

c Inspector
File

PUBLIC WORKS DEPARTMENT



(505) 281-1991

P.O. Box 142 Sandia Park, New Mexico 87047

January 25, 1992

Mr. Jim Fink, P.E.
City Engineers Office/Hydrology Division
P.O. Box 1293
Albuquerque, New Mexico 87103

RE: Commercial Sites on Ellison and Jefferson Streets

Dear Jim:

This letter is a confirmation of your telephone conversation on 1/14/92 concerning the above referenced sites. We had previously prepared drainage/grading plans for both sites - the site on Ellison St. was designed by the Burns-Peters Group and the site on Jefferson St. was designed by Mr. Fred Aragon. Both sites had free discharge to the city street systems, per the then approved master drainage plan for the industrial park. The Aragon site was designed to drain through the Burns-Peters site for discharge onto Ellison St. The Aragon site is presently nearing completion. The Burns-Peters site was never started, and consequently, the building permit application expired.

In our conversation, I asked you what your department criteria would now be concerning the Burns-Peters site due to the change in free-discharge policy that is no longer being allowed for the area. When the Burns-Peters site building permit application is renewed, will the site be redesigned to allow for on-site ponding? Your reply was that you would stand behind its original free-discharge commitment for this site.

Following our conversation, Mr. Aragon contacted the Burns-Peters Group to coordinate a temporary drainage swale agreement across the Burns-Peters site to insure that the drainage reaches the street from the Aragon site. A copy of this agreement, between the concerned parties is enclosed for your files.

Thank you for your prompt assistance in this matter. If you have any questions, please contact either me, Fred Aragon or Chuck Dodson with the Burns-Peters Group.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Weiss", is written over a horizontal line.

Christopher L. Weiss, P.E.
President

CLW/vw

Enclosures

ENCROACHMENT AGREEMENT

This agreement is made and executed this 17th day of November, 1992, by and between Jess Munos, a single man, and Jack W. Barnett and Donna P. Barnett, his wife, Trustees under the Jack William Barnett and Donna Patricia Barnett Revocable Trust,

Whereas, Jess Munos is the owner of the following described real property (hereinafter called the Munos property):

Lot numbered one (1) of the replat of Tract A, Unit III of the Interstate Industrial Tract, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on May 13, 1981.

Whereas, Jack W. Barnett and Donna P. Barnett, his wife, Trustees under the Jack William Barnett and Donna Patricia Barnett Revocable Trust, are the owners of the following described real property (hereinafter called the Barnett property):

Lots numbered Two-A (2-A) and Two-B (2-B) of the Replat of lot 2, Tract A, Unit III, Interstate Industrial Tract, as the same are shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 2, 1992.

Whereas, portions of a fence benefitting the Munos property encroaches onto the Barnett property as shown on the survey, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

Whereas, Jack W. Barnett and Donna P. Barnett, his wife, Trustees under the Jack William Barnett and Donna Patricia Barnett Revocable Trust, desire to permit the encroachment for the life of the fence.

Now therefore, it is agreed as follows:

1. Jack W. Barnett and Donna P. Barnett, his wife, Trustees under the Jack William Barnett and Donna Patricia Barnett Revocable Trust, hereby grant unto Jess Munos, his heirs, successors and assigns an easement for the use of the fence which encroaches onto their property as shown on the Exhibit "A" attached hereto.

2. This easement shall not be perpetual, but shall exist only so long as the fence shall stand as it presently encroaches. This agreement shall not have the effect to convey any portion of the fee title to the Barnett property to Jess Munos.

3. Jack W. Barnett and Donna P. Barnett, his wife, Trustees under the Jack William Barnett and Donna Patricia Barnett Revocable Trust, covenant that they will not attempt to destroy or otherwise remove the encroachment for the life of the fence and shall allow the same to remain as is (unless the provisions of paragraph 8 below are exercised), provided that nothing herein contained shall grant unto Jess Munos any rights under the law of adverse possession and Jess Munos does expressly forfeit, waive and relinquish any such rights which they might otherwise have now or hereafter against any property of Jack W. Barnett and Donna P. Barnett, his wife, Trustee under the Jack William Barnett and Donna Patricia Barnett Revocable Trust, by virtue of the law of adverse possession.

4. Jess Munos covenants that he, his successors and assigns may only utilize that portion of the Barnett property on which the fence actually encroaches at the time of the execution of this Agreement and as shown on Exhibit "A" attached hereto.

5. Jess Munos hereby expressly agrees to maintain those portions of the fence encroaching onto the Barnett property at his sole cost and expense and in the event that any part of such encroachment shall be partially damaged or destroyed for any reason whatsoever, (except through the negligence of Barnett, their successors or assigns), that he will repair and rebuild the wall with like or similar materials, or, in the alternative, he will remove the encroachment entirely.

6. Barnetts will not be obligated in any manner for any of the costs incurred for the removal or the repair of the encroaching wall in the event that the same is subsequently damaged or destroyed, unless the same be due to their sole negligence, as provided above.

7. Jess Munos is hereby granted an easement for the encroachment in order to use, maintain, repair or remove said encroachment and for no other purpose whatsoever, and such easement for encroachment shall not be perpetual and shall exist only for the life of the fence as it now encroaches.

8. The parties hereto agree that Jack W. Barnett and Donna P. Barnett, his wife, Trustee under the Jack William Barnett and Donna Patricia Barnett Revocable Trust, and their successors and assigns reserve the right to require the removal of the fence encroachment by giving Jess Munos, or his successors and assigns, 30 days written notice. The cost of removal of the fence encroachment shall be borne by Jess Munos, or his successors and assigns.

9. This agreement shall be for the benefit of, and shall be binding upon, the undersigned parties, their heirs, successors and assigns.

In witness whereof the undersigned have hereunto set their hands and seals this 17th day of November, 1992.

Jack W. Barnett, Trustee

Donna P. Barnett, Trustee

Jes Munos

State of New Mexico)
County of Bernalillo) ss

The foregoing instrument was acknowledged before me this 10th day of November, 1992, by Jack W. Barnett and Donna P. Barnett, his wife, Trustee under the Jack William Barnett and Donna Patricia Barnett Revocable Trust.

Notary Public

My commission expires: MAY 16, 1994

State of New Mexico)
County of Bernalillo) ss

The foregoing instrument was acknowledged before me this 17th day of November, 1992, by Jess Munos, a single man.

Notary Public

My commission expires:

11-5-94

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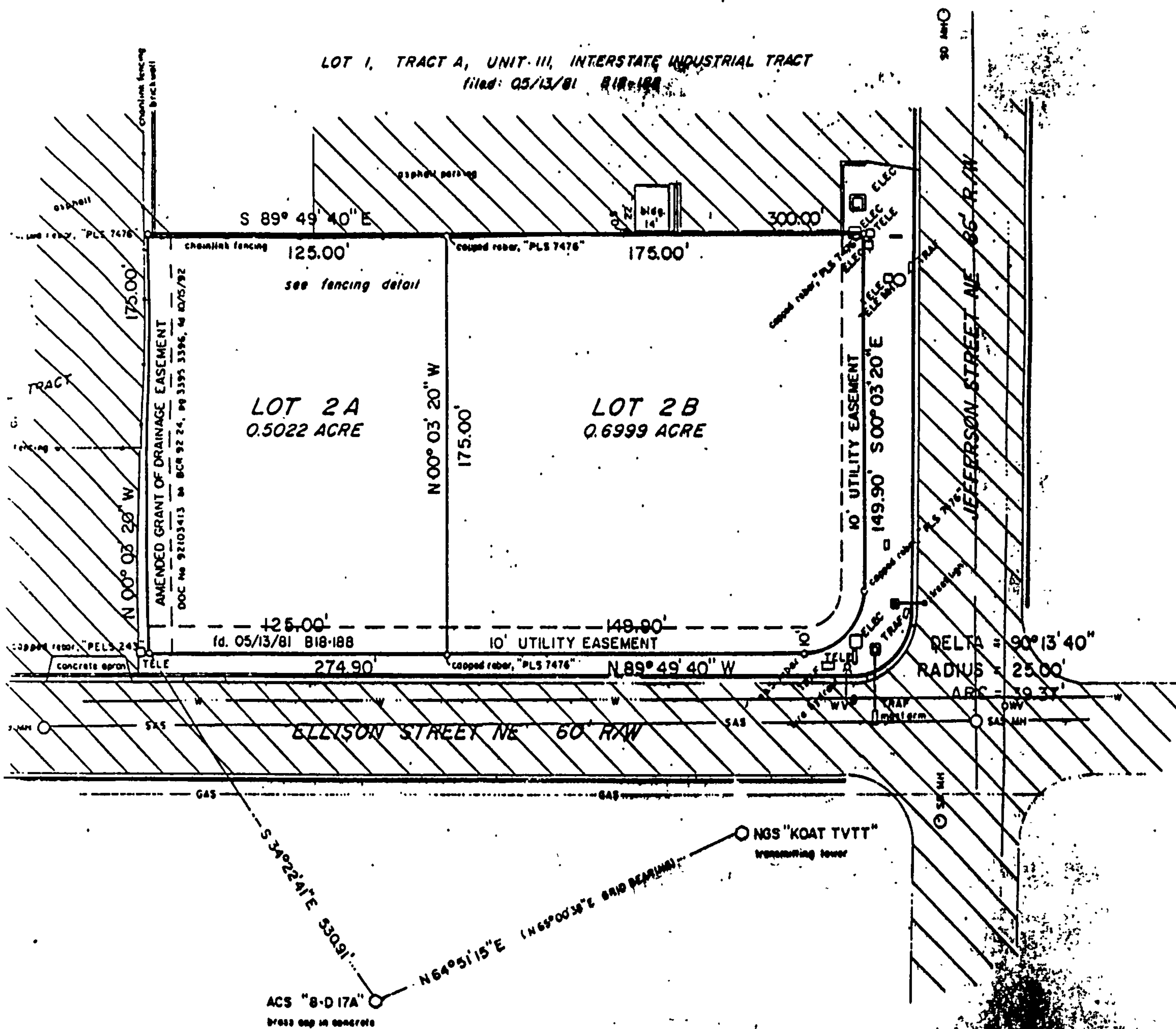
LOT 2A

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LOT 2B

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fencing detail not to scale



AMENDED GRANT OF DRAINAGE EASEMENT

The undersigned, being parties or assigns to that certain Amended Grant of Drainage Easement dated October 13, 1992, and recorded on October 15, 1992, as Document No. 92103413, in the records of the Office of the County Clerk of Bernalillo County, New Mexico, hereby desire to amend said document; Santa Fe Federal Credit Union, 1422 S. Harrison, (P.O. Box 15088), Amarillo, Texas, 79105-5088, being owner(s) of Lot "2-A" of the Replat of Lot 2, Tract "A", Unit Three (3), of the INTERSTATE INDUSTRIAL TRACT, to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 2, 1992, (Bk. 92C-245), Hereinafter called the "Grantor(s)", and Jess Munos, being owner of Lot One (1) of the Replat of Tract "A", Unit Three (3), of the INTERSTATE INDUSTRIAL TRACT, to the City of Albuquerque, New Mexico, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 13, 1981, Hereinafter called "Grantee".

Witnesseth, that the Grantor(s) and Grantee have hereby entered into an agreement to terminate in full the above referenced Drainage Easement; "Grantor(s)" hereby grant unto "Grantee" an eight foot (8.00') wide Permanent Surface Drainage Easement for the purpose of conveying surface runoff over and across aforementioned Lot "2-A" to a public street right-of-way known as Ellison Street N.E., said new Permanent Surface Drainage Easement is hereby described as being the Easterly eight feet (8.00') of the Westerly thirty-four feet (34.00') of aforementioned Lot "2-A", said easement is for the benefit of said Grantee, his successor(s) and assign(s). (PLEASE REFER TO ATTACHED EXHIBIT "A").

Provided however, said Grantee, his successor(s) and assign(s) shall have the right to use said easement for the purposes herein stated for so long as said easement is not abandoned as a drainage right-of-way as stated herein.

Santa Fe Federal Credit Union:

Robert E. Martin, President/CEO

State of ~~Texas~~ ^{NEW MEXICO})
County of BERNALILLO) SS:

Acknowledged before me this 1st day of February, 1995, by Robert E. Martin, President /CEO of Santa Fe Federal Credit Union, as his own free act and deed.

My Commission Expires:

3/17/97

Jess Munos:

Jess Munos
Jess Munos

State of New Mexico)
County of Bernalillo) SS:

Acknowledged before me this 2nd day of February, 1995, by Jess Munos, as his own free act and deed.

My Commission Expires:

3/17/97

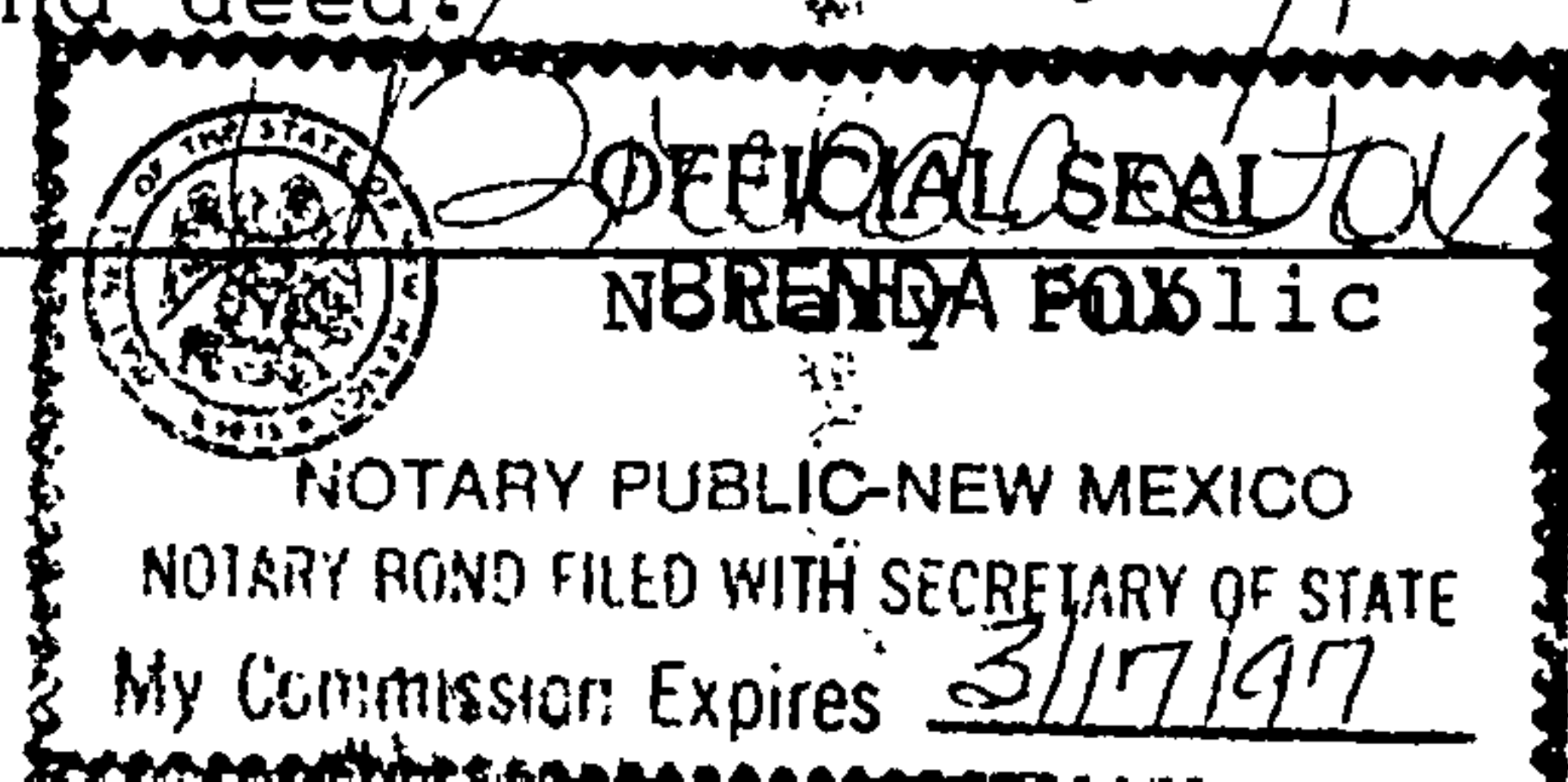
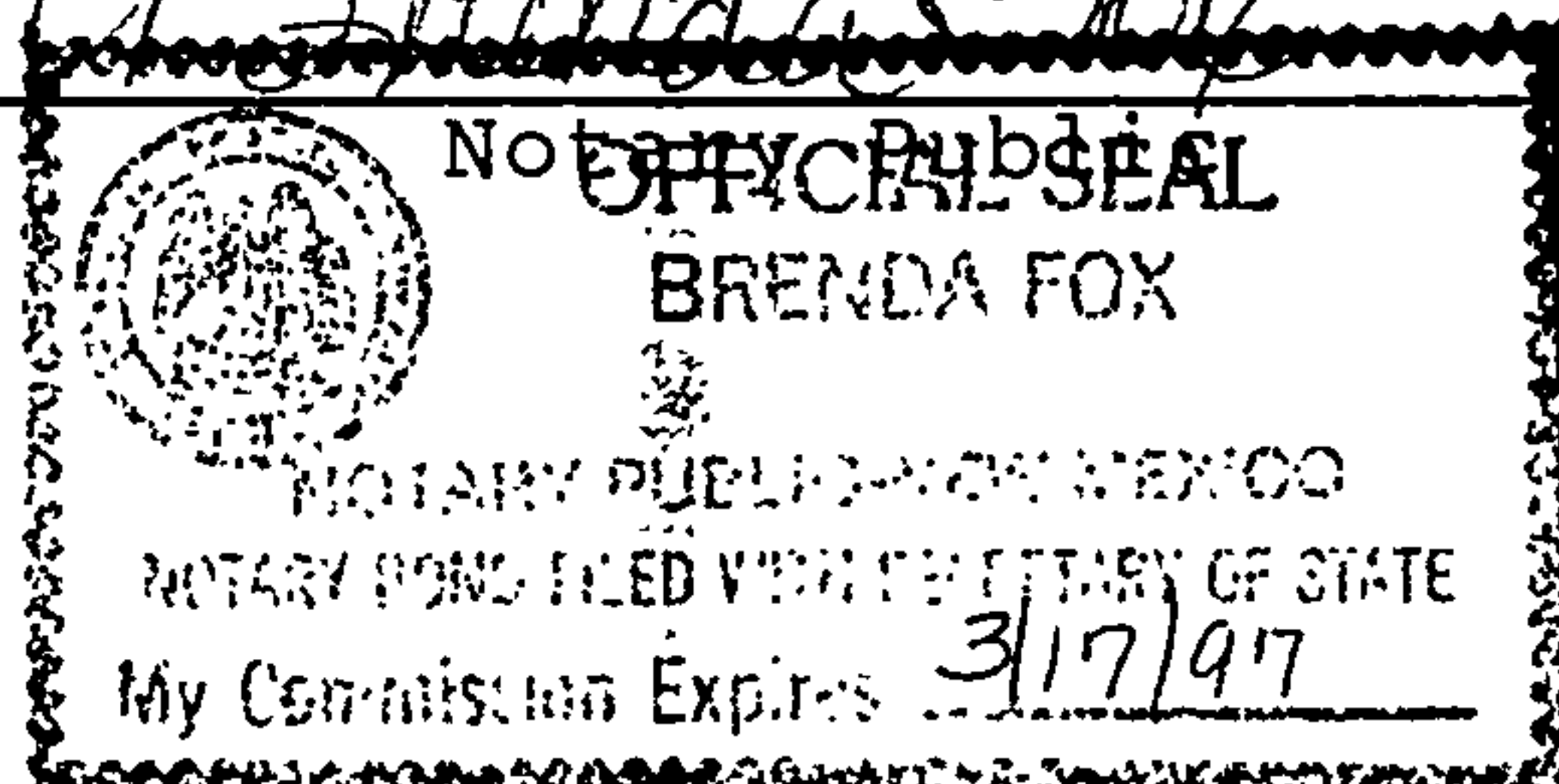
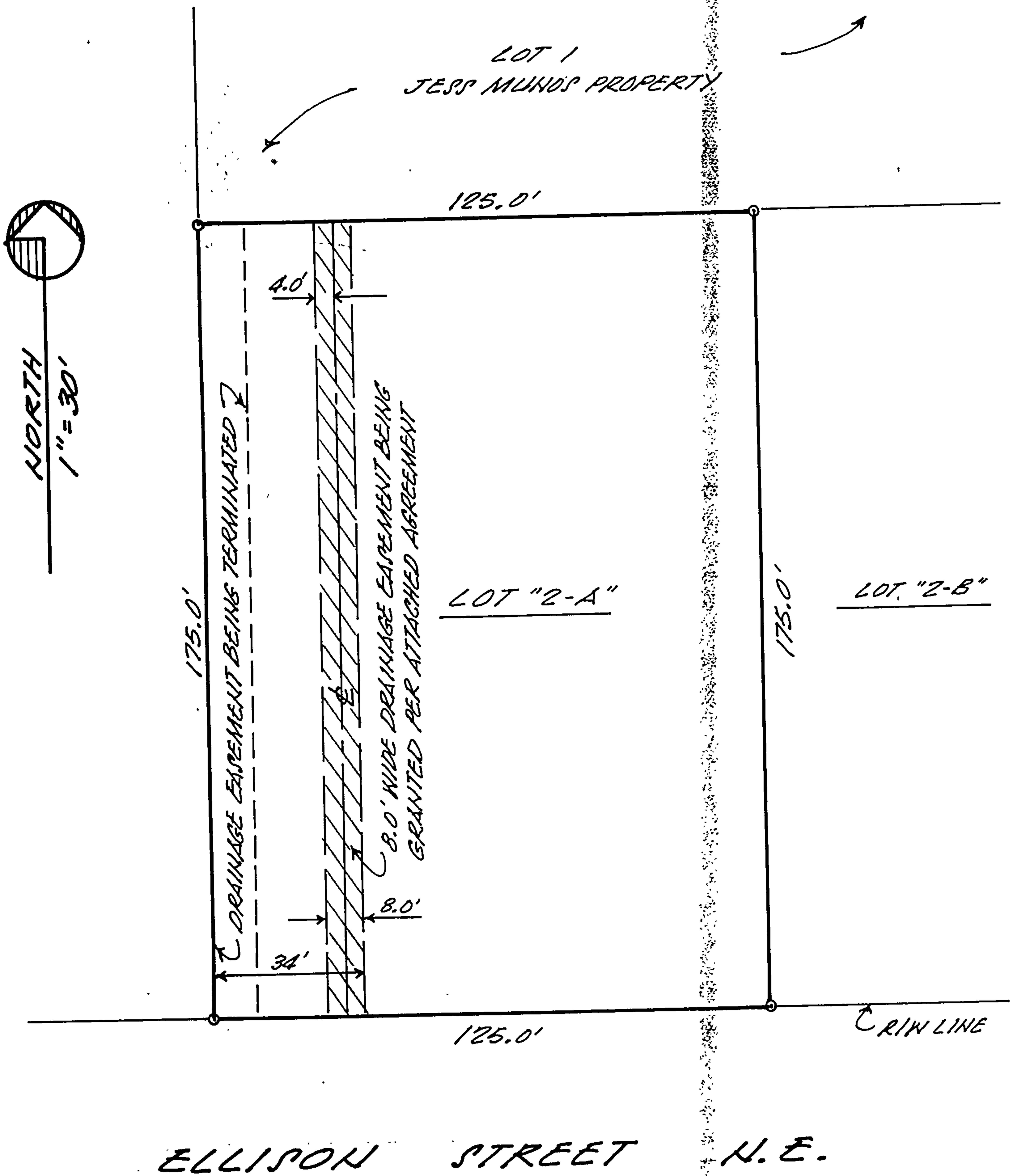


EXHIBIT "A"

5875



STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1995 FEB -3 AM 9:37

95-3-5274-
JUDY D. WOODWARD
CO. CLERK & RECORDER
DEPUTY

[Signature]