



**City of Albuquerque**  
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

16 April 1999

Mr. J. Graceme Means  
Jeff Mortensen & Associates  
6010-B Midway Park Blvd. NE  
Albuquerque, NM 87109

RE: LOT 0 LABEN OFFICE COMPLEX (D-18/D41), DRAINAGE & GRADING  
SUBMITTAL FOR BUILDING PERMIT AND SO-19 APPROVAL. ENGINEER'S  
STAMP DATED 3-26-99

Dear Mr. Means:

Based upon the information provided within your 3-26-99 submittal, the subject project is conditionally approved for Building Permit and SO-19. The conditions of this approval are as follows:

- A City Engineer approved private drainage and access easement must be filed for the affected areas of the site.

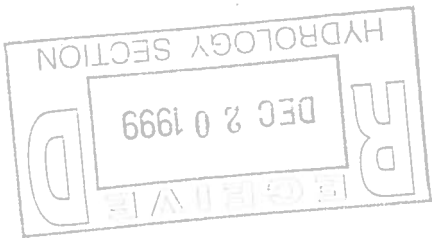
As you referenced in your drainage management plan, you will be required to obtain City approval of all work completed within public right-of-way prior to obtaining Certificate of Occupancy approval.

If I can be of further assistance, feel free to contact me at 768-2766.

Sincerely,

*Scott Davis*  
Scott Davis  
PWD, Hydrology Div.

cc: Andrew Garcia  
file



easement is necessary.

B. In order to facilitate the common driveway, this grant of (the "Channel").

Flowing across Lot 20 to their outfall to the North Pino Channel "Drainage Plan", provides for storm drainage waters from Lot 19 Mortensen and Associates (City Hydrology File No. D-18/D41) (the D. The drainage plan for the project prepared by Jeff Drive.

(the "Project") upon the lots sharing a driveway access to Coronado approval of the development of the Laben Office Complex on the lots C. The City of Albuquerque (the "City") has conditioned Drive, NB;

B. The lots about one another and both front on Coronado Lots 19 and 20, Block 6, Tract A, Unit A, North Albuquerque Acres, as the same are shown on the plat thereof, filed in the Bernalillo County, New Mexico real estate records on the 17th day of March, 1937, in Map Book D, Page 129

to as "Lot 19" and "Lot 20"; (collectively referred to as the "Lots" and individually referred A. Owner is the owner of the following described properties

RECITALS:

Mexico corporation ("Owner"). of the 1st day of July, 1999, by BRITTON CONSTRUCTION, INC., a New THIS CROSS ACCESS EASEMENT AND DRAINAGE AGREEMENT is made as

CROSS ACCESS EASEMENT AND DRAINAGE AGREEMENT

storm drainage waters from Lot 19 traverse Lot 20 to the Channel.  
right to amend the Drainage Plan to modify the manner in which the  
shown on the Drainage Plan, the owner of Lot 20 shall have the  
as Lot 20 accepts the surface storm drainage waters from Lot 19 as  
from Lot 19 across Lot 19 as shown on the Drainage Plan. So long  
an easement over Lot 20 for the passage of storm drainage waters  
4. Grant of Drainage Easement. The Owner grants to Lot 19

20, in perpetuity.  
owner of Lot 20 shall maintain the improvements located upon Lot  
Access Easement Improvements located on Lot 19, in perpetuity. The  
The owner of Lot 19 shall be responsible for the maintenance of the  
upon the Easement Properties (the "Access Easement Improvements").  
Easement Improvements. Owner shall construct driveway improvements

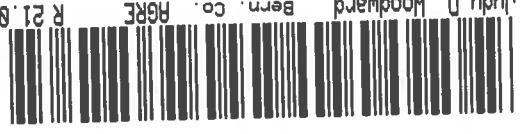
3. Responsibility for Construction and Maintenance of Access  
are jointly referred to herein as the "Easement Properties".

The Lot 19 Easement Property and the Lot 20 Easement Property  
described on Exhibits "A" and "B" (the "Lot 19 Easement Property").  
those portions of Easement No. 2 located within Lot 20 as shown and  
Lot 19 an easement for access to and from Lot 19 over and across

2. Grant of Access Easement Over Lot 20. Owner grants to  
described on Exhibits "A" and "B" (the "Lot 19 Easement Property").  
portions of Easement No. 2 located within Lot 19 as shown and  
20 an easement for access to and from Lot 20 over and across those

1. Grant of Access Easement Over Lot 19. Owner grants to Lot  
conditions contained herein, the Owner agrees as follows:

**NOW, THEREFORE,** in consideration of the covenants and



the property conveyed by it, and provided further, that no obligations under this Agreement as it had in connection with thereupon be released and discharged from any and all further its interest in any Lot owned by it, such owner shall however, that if either owner conveys any portion or all of shall run with the Lots, and be appurtenant thereto; provided, benefit of and be binding upon successor owners of the Lots, hereby shall be appurtenant to, run with and inure to the covenants, restrictions, benefits and obligations created 8.1 Inurement. This Agreement and the Easements,

owner's request. provide proof of such coverage to the other owner at the other from the use of the Easements. The owner of each Lot agrees to adequate liability insurance to cover liabilities resulting 8.1 Insurance. The owner of each Lot shall maintain

8. General Provisions.

the Easement Improvements. may be necessary in connection with any repair or reconstruction of obstruct the flow of traffic over the Access Easements except as or permitted on either of the Easement Properties which would wall, barricade, or other obstruction of any kind shall be placed 7. Obstructions to Access Easement Properties. No fence,

respective Easement Properties for access to their Lot. the owner of each Lot shall maintain the right to use their 6. Exclusivity. The Easements shall be non-exclusive and 5. Duration. The Easements shall be in perpetuity.

8.4 Right to Cure. Should either Lot owner fail to timely perform any of its obligations hereunder and thereafter fail to perform or fail to diligently pursue the performance of such obligations within fifteen (15) days of its receipt of the other owner's written demand therefor, the owner giving such notice shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting owner and the defaulting owner shall reimburse the curing owner for the cost of performing such work within thirty (30) days after the receipt of billing therefor and proof of payment thereof. In the event the defaulting owner does not reimburse the curing owner, the curing owner shall have (a) the right to exercise any and all rights which such curing owner might have at law to collect the same, and (b)

to reasonable attorneys' fees and costs in any such action. resulting therefrom. The prevailing owner shall be entitled violation or threatened violation and/or to sue for damages addition to the other remedies herein provided, to enjoy such any portion of the Lots, either owner shall have the right, in Agreement by the owners of the Lots, lessees, or occupants of violation or threatened violation of any provision in this 8.3 Injunctive Relief and Damages. In the event of any conveyance;

such sale shall release such owner from any liabilities, actual or contingent, existing as of the time of such

have a lien on the property owned by the defaulting owner for the amount not reimbursed by the defaulting owner, which amount shall bear interest at twelve percent (12%) per annum, from the date of billing until paid. Such lien may be filed for record by the curing owner as a claim against the defaulting owner, in the form required by law, in the office of the County Recorder of Bernalillo County, State of New Mexico, signed and certified, which lien shall contain at least the following information:

(1) The name of the lien claimant, if any;

(11) The name of the defaulting owner, a description of the work performed on behalf of such owner and a statement itemizing the cost thereof;

(111) A description of the property being liened. The lien so claimed shall attach from the date of recordation in the amount claimed by the owner curing the default and it may be enforced and foreclosed in any manner allowed by law, including but not limited to suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the state of New Mexico.

Such a lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or

becomes attached to such real property after the time or recording

the claim of lien.

9. NOTICES.

Any notice or demand given or served by one lot owner to the other shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, postage prepaid, or by another commercially recognized means of delivery, addressed to the owner's lot. The person and the place to which notices are to be mailed may be changed by the parties by written notice to the other.

EXECUTED the day and year first set out above.

BRITTON CONSTRUCTION, INC., a New Mexico corporation

By: Richard Britton  
Richard Britton  
President

STATE OF NEW MEXICO )  
) ss. )  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me on Dec. 14, 1999, by Richard Britton, President of Britton Construction, Inc., a New Mexico corporation.

Mary A. Britton  
Notary Public

My Commission Expires:

Jan. 21, 2001

G:\BRITTON\JAM\LEGALDOC\ACCESSBA.WPD\July 1, 1999



JEFF MORTENSEN & ASSOCIATES, INC.  
6010-B MIDWAY PARK BLVD, N.E.  
ALBUQUERQUE □ NEW MEXICO 87109  
ENGINEERS □ SURVEYORS (505) 345-4252



*Charles G. Cala, Jr.*  
Charles G. Cala, Jr., NMPS 11184

Date  
7-2-1999

I, Charles G. Cala, Jr., a registered Professional Surveyor under the laws of the State of New Mexico, do hereby certify that I conducted and am responsible for this easement survey; I further certify that the survey complies with the minimum standards for surveying in the State of New Mexico, and is true and correct to the best of my knowledge and belief.

CERTIFICATION

1. An easement survey was performed in April, 1999. Unless indicated otherwise, all property corners were found as rebar w/cap stamped "Medrano PS 11993".
2. Site located within projected Section 24, Township 11 North, Range 3 East, N.M.P.M. (Elena Gallegos Grant).
3. All distances are ground distances.
4. Bearings and distances shown hereon are based upon the plat of Tract A, Unit A, North Albuquerque Acres filed March 17, 1937, Book D, Page 129. Record bearings and distances are shown in parenthesis.
5. Purpose of this document is to define the new access easements.

Notes:

ACCESS EASEMENT No. 2

Beginning at the southeast corner of said Lot 20, being the southwest corner of said Lot 19, also being a point on the north right-of-way line of Coronado Avenue N.E.; thence S 90°00'00" W a distance of 20.00 feet along said north right-of-way to the southwest corner of the easement herein described; thence N 00°01'40" W a distance of 50.00 feet to the northwest corner of the easement herein described; thence N 90°00'00" E a distance of 40.00 feet to the northeast corner of the easement herein described; thence S 00°01'40" E a distance of 50.00 feet to the southeast corner of the easement herein described, being a point on the said north right-of-way line; thence S 90°00'00" W a distance of 20.00 feet to the point of beginning and containing 0.0459 acres more or less.

ACCESS EASEMENT No. 1

Beginning at the southeast corner of said Lot 19, being the southwest corner of said Lot 18, also being a point on the north right-of-way line of Coronado Avenue N.E.; thence S 90°00'00" W a distance of 20.00 feet along said north right-of-way to the southwest corner of the easement herein described; thence N 00°01'40" W a distance of 50.00 feet to the northwest corner of the easement herein described; thence N 90°00'00" E a distance of 40.00 feet to the northeast corner of the easement herein described; thence S 00°01'40" E a distance of 50.00 feet to the southeast corner of the easement herein described, being a point on the said north right-of-way line; thence S 90°00'00" W a distance of 20.00 feet to the point of beginning and containing 0.0459 acres more or less.

A certain tract of land located within the Corporate Limits of the City of Albuquerque, New Mexico, comprising a portion of Lots 18, 19 and 20, Block 6, Tract A, Unit A, North Albuquerque Acres as the same is shown and designated on the plat of said Lots 18, 19 and 20, filed in the Office of the County Clerk of Bernalillo County, New Mexico on March 17, 1937, Book D, Page 129 and being more particularly described as follows:

EASEMENT DESCRIPTION

**EXHIBIT 'A'**  
**ACCESS EASEMENT SURVEY**



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531515  
Page: 7 of 8  
12/17/1999 10:14A  
011-0010 D-0000



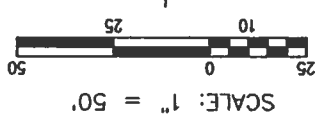
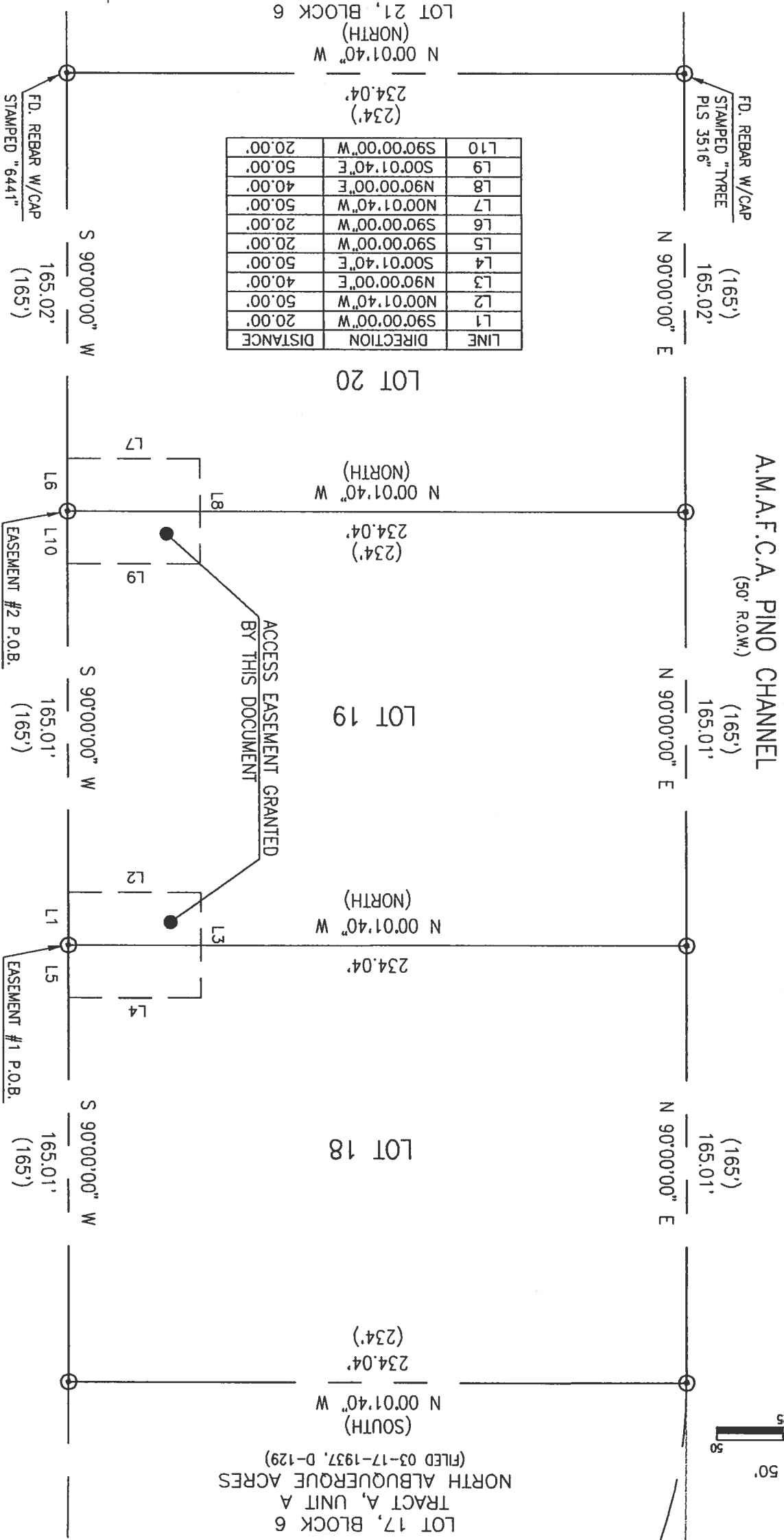


LOT 17, BLOCK 6  
TRACT A, UNIT A  
NORTH ALBUQUERQUE ACRES  
(FILED 03-17-1937, D-129)

LINE	DIRECTION	DISTANCE
L1	S90°00'00"W	20.00'
L2	N00°01'40"W	50.00'
L3	N90°00'00"E	40.00'
L4	S00°01'40"E	50.00'
L5	S90°00'00"W	20.00'
L6	S90°00'00"W	20.00'
L7	N00°01'40"W	50.00'
L8	N90°00'00"E	40.00'
L9	S00°01'40"E	50.00'
L10	S90°00'00"W	20.00'

**EXHIBIT 'A'**  
**ACCESS EASEMENT SURVEY**

LOT 17, BLOCK 6  
TRACT A, UNIT A  
NORTH ALBUQUERQUE ACRES  
(FILED 03-17-1937, D-129)



- JEFF MORTENSEN & ASSOCIATES,
- 6010-B MIDWAY PARK BLVD, N.E.,
- ALBUQUERQUE □ NEW MEXICO 87109
- ENGINEERS □ SURVEYORS (505) 345-4255

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BK-9916 Pg-3648  
R 21.00  
Bern. Co. FORRE  
Judy D. Woodward



CORONADO AVENUE N.E.  
(60' R.O.W.)

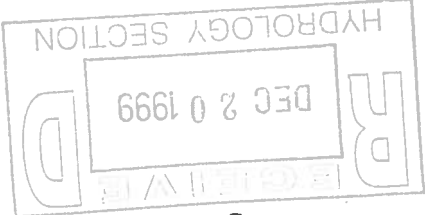
A.M.A.F.C.A. PINO CHANNEL  
(50' R.O.W.)

FD. REBAR W/CAP  
STAMPED "TYREE  
PLS 3516"  
(165')  
165.02'

FD. REBAR W/CAP  
STAMPED "6441"  
(165')  
165.02'

EASEMENT #1 P.O.B.  
(165')  
165.01'

EASEMENT #2 P.O.B.  
(165')  
165.01'



passage of the storm waters to the channel, this grant of easement is necessary.  
E. In order to facilitate the common driveway and the

(the "Channel").  
Flowing across Lot 19 to their outfall to the North Pino Channel  
"Drainage Plan", provides for storm drainage waters from Lot 18  
Mortensen and Associates (City Hydrology File No. D-18/D41) (the  
D. The drainage plan for the project prepared by Jeff  
Drive.

(the "Project") upon the Lots sharing a driveway access to Coronado  
approval of the development of the Laben Office Complex on the Lots  
C. The City of Albuquerque (the "City") has conditioned  
Drive, NE;

B. The Lots about one another and both front on Coronado  
Lots 18 and 19, Block 6, Tract A, Unit A,  
North Albuquerque Acres, as the same are shown  
on the plat thereof, filed in the Bernalillo  
County, New Mexico real estate records on the  
17th day of March, 1937, in Map Book D, Page  
129

to as "Lot 18" and "Lot 19":  
(collectively referred to as the "Lots" and individually referred  
A. Owner is the owner of the following described properties  
RECITALS:

Mexico corporation ("Owner").  
of the 1st day of July, 1999, by BRITTON CONSTRUCTION, INC., a New  
THIS CROSS ACCESS EASEMENT AND DRAINAGE AGREEMENT is made as

CROSS ACCESS EASEMENT AND DRAINAGE AGREEMENT

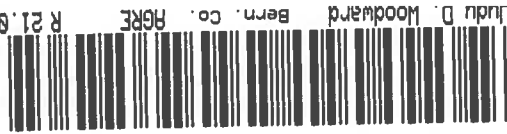


storm drainage waters from Lot 18 traverse Lot 19 to the Channel. right to amend the Drainage Plan to modify the manner in which the shown on the Drainage Plan, the owner of Lot 19 shall have the as Lot 19 accepts the surface storm drainage waters from Lot 18 as from Lot 18 across Lot 18 as shown on the Drainage Plan. So long an easement over Lot 19 for the passage of storm drainage waters 4. Grant of Drainage Easement. The Owner grants to Lot 18

19, in perpetuity. owner of Lot 19 shall maintain the improvements located upon Lot Access Easement Improvements located on Lot 18, in perpetuity. The The owner of Lot 18 shall be responsible for the maintenance of the upon the Easement Properties (the "Access Easement Improvements"). Easement Improvements. Owner shall construct driveway improvements 3. Responsibility for Construction and Maintenance of Access

are jointly referred to herein as the "Easement Properties". The Lot 18 Easement Property and the Lot 19 Easement Property described on Exhibits "A" and "B" (the "Lot 19 Easement Property"). those portions of Easement No. 1 located within Lot 19 as shown and Lot 18 an easement for access to and from Lot 18 over and across 2. Grant of Access Easement Over Lot 19. Owner grants to described on Exhibits "A" and "B" (the "Lot 18 Easement Property"). those portions of Easement No. 1 located within Lot 18 as shown and Lot 19 an easement for access to and from Lot 19 over and across 1. Grant of Access Easement Over Lot 18. Owner grants to

conditions contained herein, the Owner agrees as follows:  
NOW, THEREFORE, in consideration of the covenants and



its interest in any lot owned by it, such owner shall however, that if either party conveys any portion or all of shall run with the lots, and be apurtenant thereto; provided, benefit of and be binding upon successor owners of the lots, hereby shall be apurtenant to, run with and inure to the covenants, restrictions, benefits and obligations created 8.1 Inurement. This Agreement and the Easements,

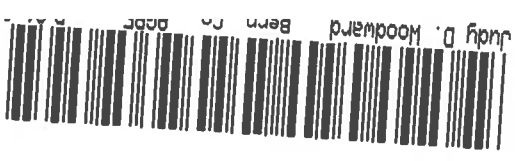
at the other owner's request. provide proof of such coverage to the owner of the other lot from the use of the Easements. The owner of each lot agrees to adequate liability insurance to cover liabilities resulting 8.1 Insurance. The owner of each lot shall maintain

8. General Provisions. of the Easement Improvements.

as may be necessary in connection with any repair or reconstruction would obstruct the flow of traffic over the Access Easements except or permitted on either of the Access Easement Properties which wall, barricade, or other obstruction of any kind shall be placed 7. Obstructions to Access Easement Properties. No fence,

waters from lot 18 to the channel. manner which does not prevent the passage of the storm drainage the owner of lot 19 shall have the right to use his lot in any respective Access Easement Properties for access to their lot, and the owner of each lot shall maintain the right to use their

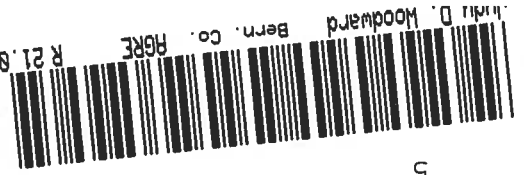
6. Exclusivity. The Easements shall be non-exclusive and 5. Duration. The Easements shall be in perpetuity.



8.4 Right to Cure. Should either Lot owner fail to timely perform any of its obligations hereunder and thereafter fail to perform or fail to diligently pursue the performance of such obligations within fifteen (15) days of its receipt of the other owner's written demand therefor, the owner giving such notice shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting owner and the defaulting owner shall reimburse the curing owner for the cost of performing such work within thirty (30) days after the receipt of billing therefor and proof of payment thereof. In the event the defaulting owner does not reimburse the curing owner, the curing owner shall

8.3 Injunctive Relief and Damages. In the event of any violation or threatened violation of any provision in this Agreement by the owners of the Lots, lessees, or occupants of any portion of the Lots, either owner shall have the right, in addition to the other remedies herein provided, to enjoin such violation or threatened violation and/or to sue for damages resulting therefrom. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.

thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the lot conveyed by it, and provided further, that no such sale shall release such party from any liabilities, actual or contingent, existing as of the time of such conveyance;



Mexico.  
the applicable law or laws of the state of New  
foreclose a mortgage or mechanic's lien under  
by law, including but not limited to suits to  
enforced and foreclosed in any manner allowed  
owner curing the default and it may be  
of recordation in the amount claimed by the  
The lien so claimed shall attach from the date  
(11) A description of the property being liened.

thereof;  
such owner and a statement itemizing the cost  
description of the work performed on behalf of  
(1) The name of the defaulting owner, a

(1) The name of the lien claimant, if any;

least the following information:  
Mexico, signed and certified, which lien shall contain at  
of the County Recorder of Bernalillo County, State of New  
defaulting owner, in the form required by law, in the office  
for record by the curing owner as a claim against the  
from the date of billing until paid. Such lien may be filed  
amount shall bear interest at twelve percent (12%) per annum,  
the amount not reimbursed by the defaulting owner, which  
have a lien on the property owned by the defaulting owner for  
curing owner might have at law to collect the same, and (b)  
have (a) the right to exercise any and all rights which such

G:\BRITTON\JAM\LEGALDOC\DRAINBAS.WPD\June 30, 1999

*Jan. 21 2001*

My Commission Expires:

Notary Public

*Mary J. Butler*

The foregoing instrument was acknowledged before me on 12-14-1999, by Richard Britton, President of Britton Construction, Inc., a New Mexico corporation.

STATE OF NEW MEXICO )  
( ss. )  
COUNTY OF BERNALILLO )

By: *Richard Britton*  
Richard Britton  
President  
BRITTON CONSTRUCTION, INC., a New Mexico corporation

EXECUTED the day and year first set out above.

Any notice or demand given or served by one lot owner to the other shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, postage prepaid, or by another commercially recognized means of delivery, addressed to the owner's lot. The person and the place to which notices are to be mailed may be changed by the parties by written notice to the other.

9. NOTICES.

Such a lien, when so established against the lot described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or becomes attached to such lot after the time or recording the claim of lien.