



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

16 April 1999

Mr. J. Graeme 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
PWD, Hydrology Div.

c: Andrew Garcia
file

CROSS ACCESS EASEMENT AND DRAINAGE AGREEMENT

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

RECITALS:

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

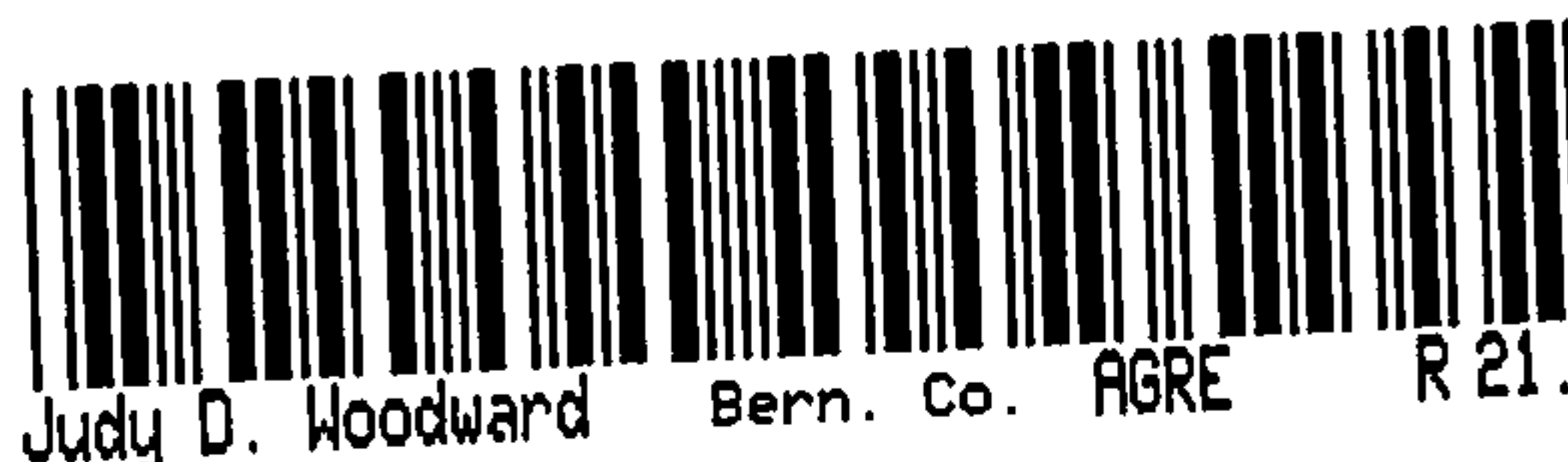
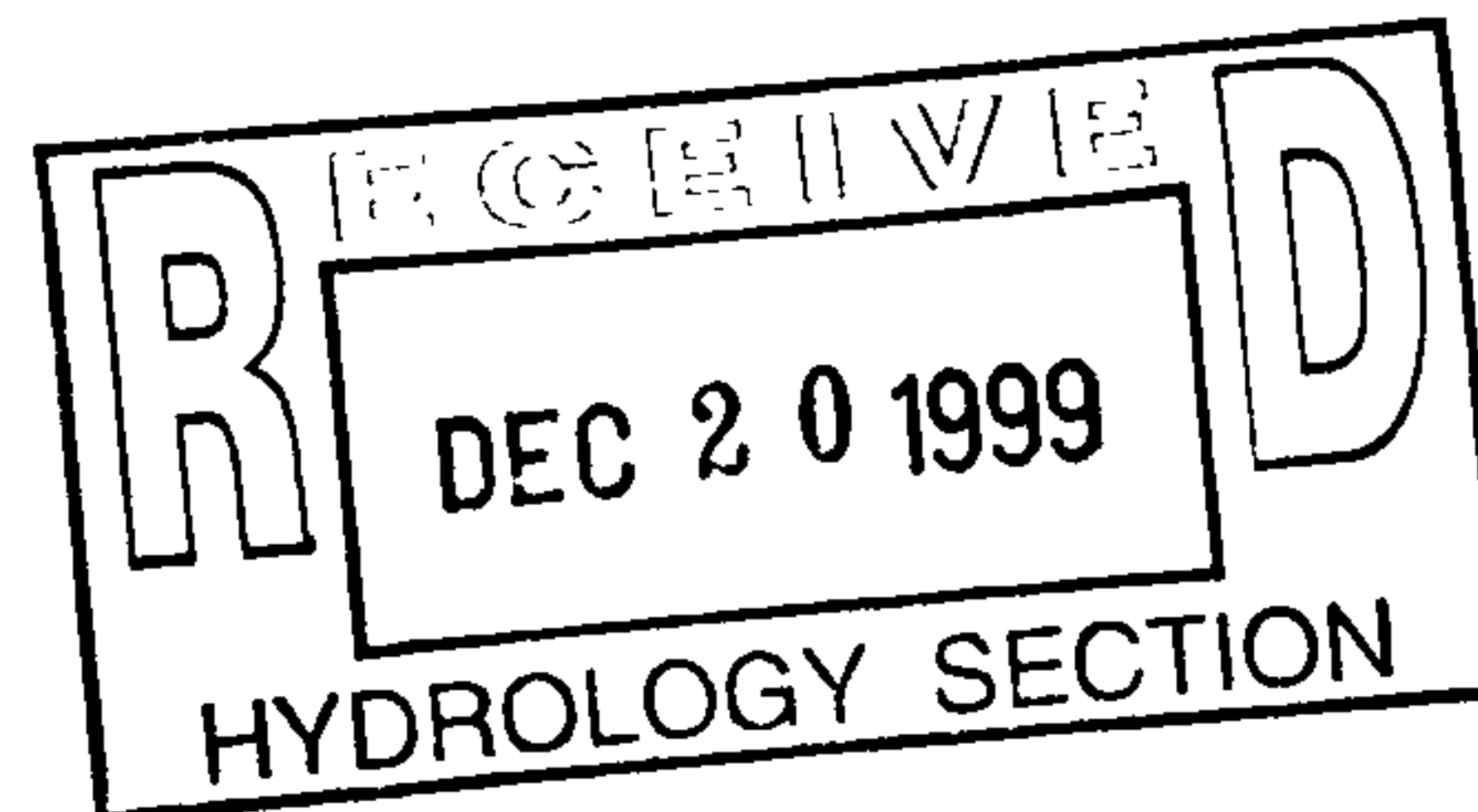
Lots 19 and 20, Block 6, Tract A, Unit A, North Albuquerque Acres, as the same are shown on the plat thereof, filed in the Bernalillo County, New Mexico real estate records on the 17th day of March, 1937, in Map Book D, Page 129

B. The Lots abut one another and both front on Coronado Drive, NE;

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

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

E. In order to facilitate the common driveway, this grant of easement is necessary.



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

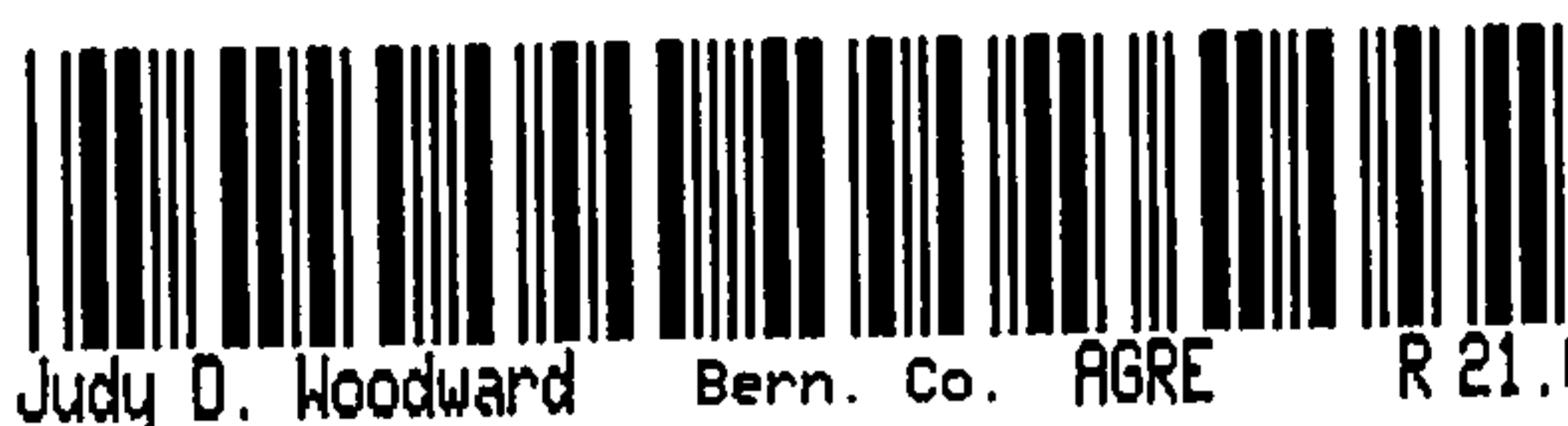
1. Grant of Access Easement Over Lot 19. Owner grants to Lot 20 an easement for access to and from Lot 20 over and across those portions of Easement No. 2 located within Lot 19 as shown and described on Exhibits "A" and "B" (the "Lot 19 Easement Property").

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

The Lot 19 Easement Property and the Lot 20 Easement Property are jointly referred to herein as the "Easement Properties".

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

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



5. Duration. The Easements shall be in perpetuity.

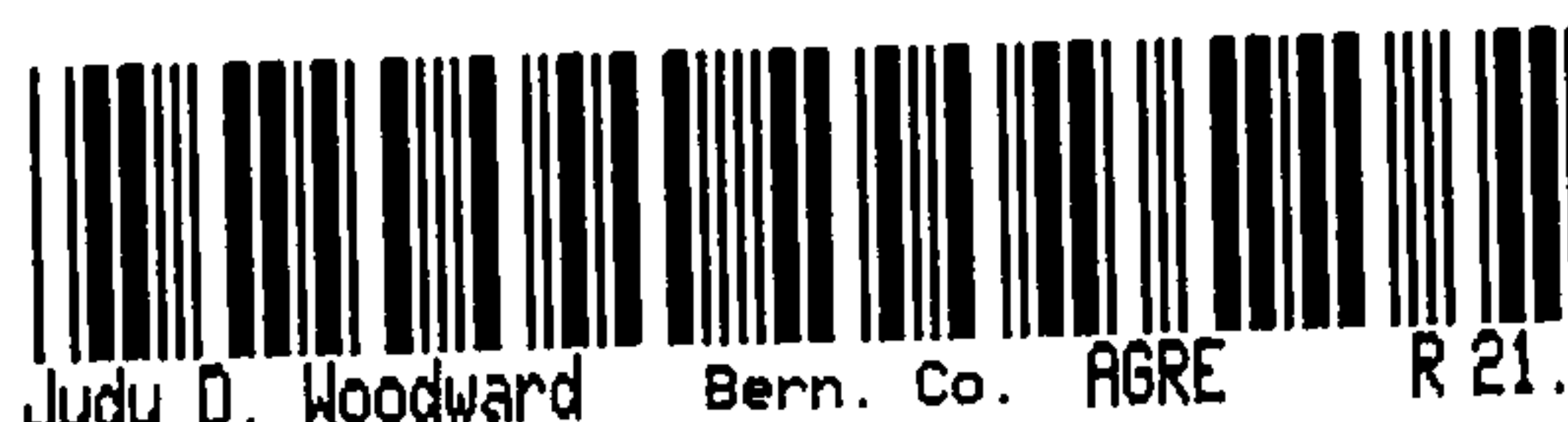
6. Exclusivity. The Easements shall be non-exclusive and the owner of each Lot shall maintain the right to use their respective Easement Properties for access to their Lot.

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

8. General Provisions.

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

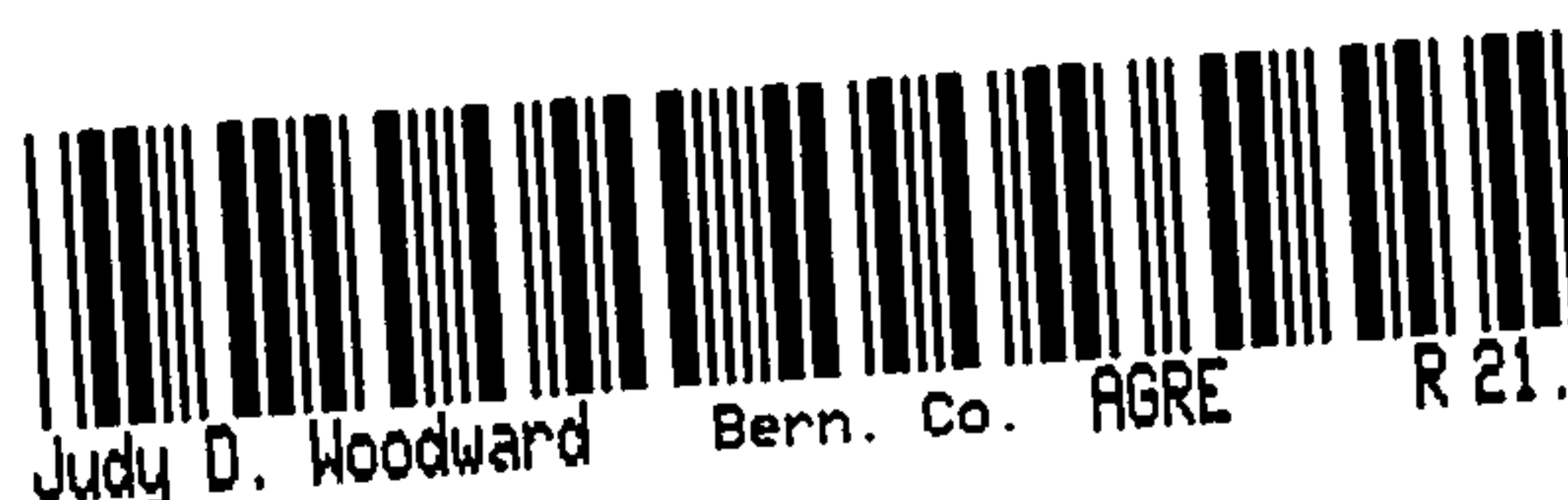
8.1 Inurement. This Agreement and the Easements, covenants, restrictions, benefits and obligations created hereby shall be appurtenant to, run with and inure to the benefit of and be binding upon successor owners of the Lots, shall run with the Lots, and be appurtenant thereto; provided, however, that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



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

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 owner shall be entitled to reasonable attorneys' fees and costs in any such action.

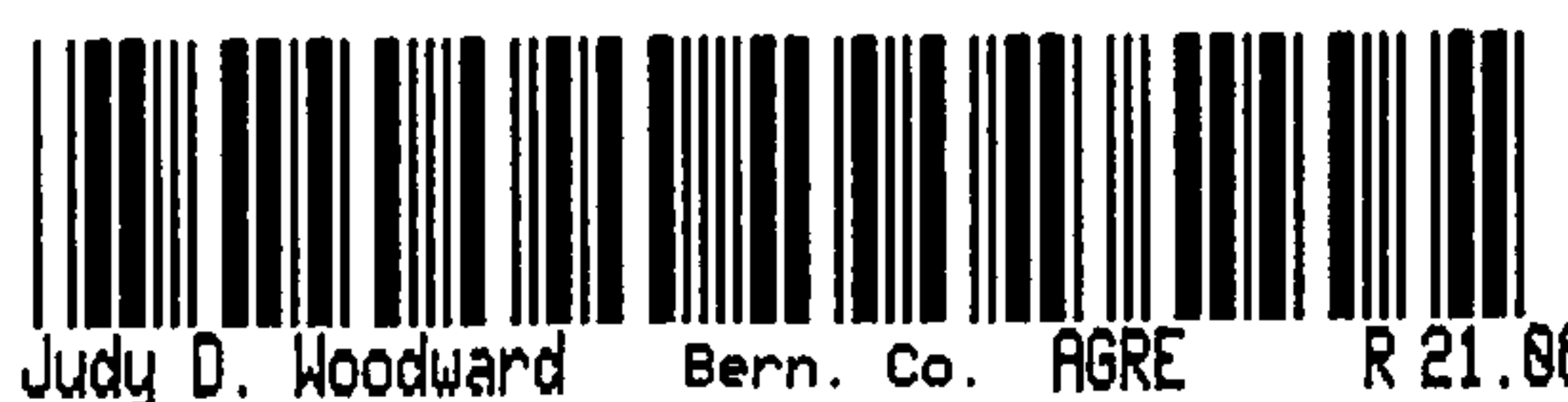
8.4 Right to Cure. Should either Lot owner fail to timely perform any of its obligations hereunder and thereafter fail to perform or fail to diligently pursue the performance of such obligations within fifteen (15) days of its receipt of the other owner's written demand therefor, the owner giving such 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)



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:

- (i) The name of the lien claimant, if any;
 - (ii) The name of the defaulting owner, a description of the work performed on behalf of such owner and a statement itemizing the cost thereof;
 - (iii) 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)

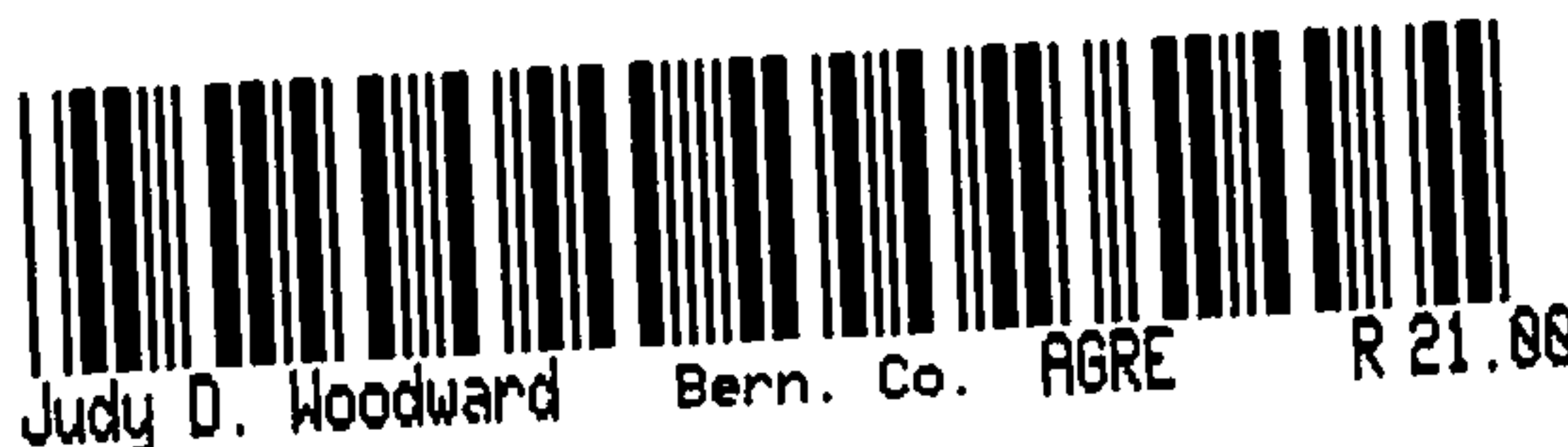
The foregoing instrument was acknowledged before me on Dec. 14, 1999, by Richard Britton, President of Britton Construction, Inc., a New Mexico corporation.

Marty L. Fuller
Notary Public

My Commission Expires:

Jan. 21, 2001

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EXHIBIT 'A'
ACCESS EASEMENT SURVEY

EASEMENT DESCRIPTION

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:

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.

ACCESS EASEMENT No. 2

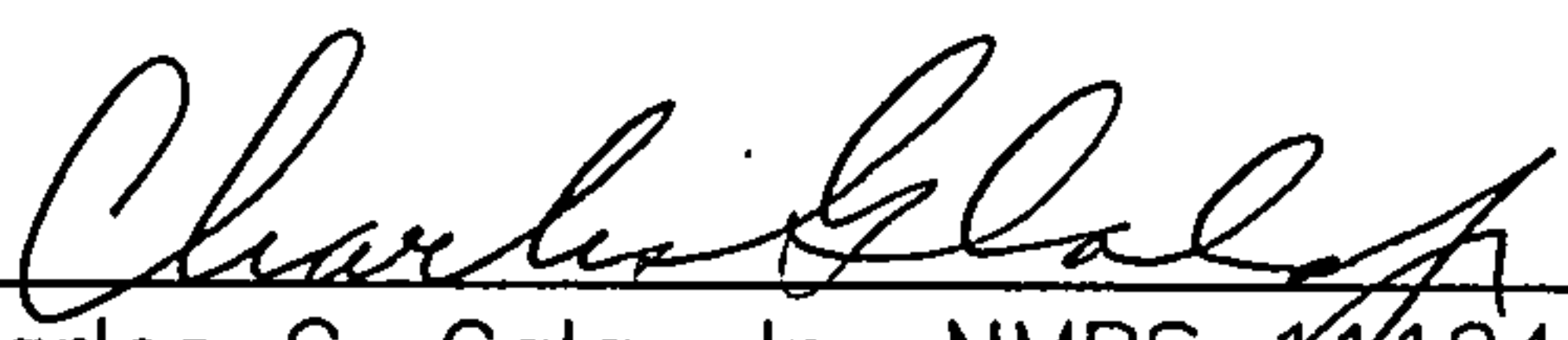
Beginning at the southeast corner of said Lot 20, being the southwest corner of said Lot 19, also being a point on the north right-of-way line of Coronado Avenue N.E.; thence S 90°00'00" W a distance of 20.00 feet along said north right-of-way to the southwest corner of the easement herein described; 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.

Notes:

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.

CERTIFICATION

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.


Charles G. Cala, Jr., NMPS 11184



7-2-1999
Date

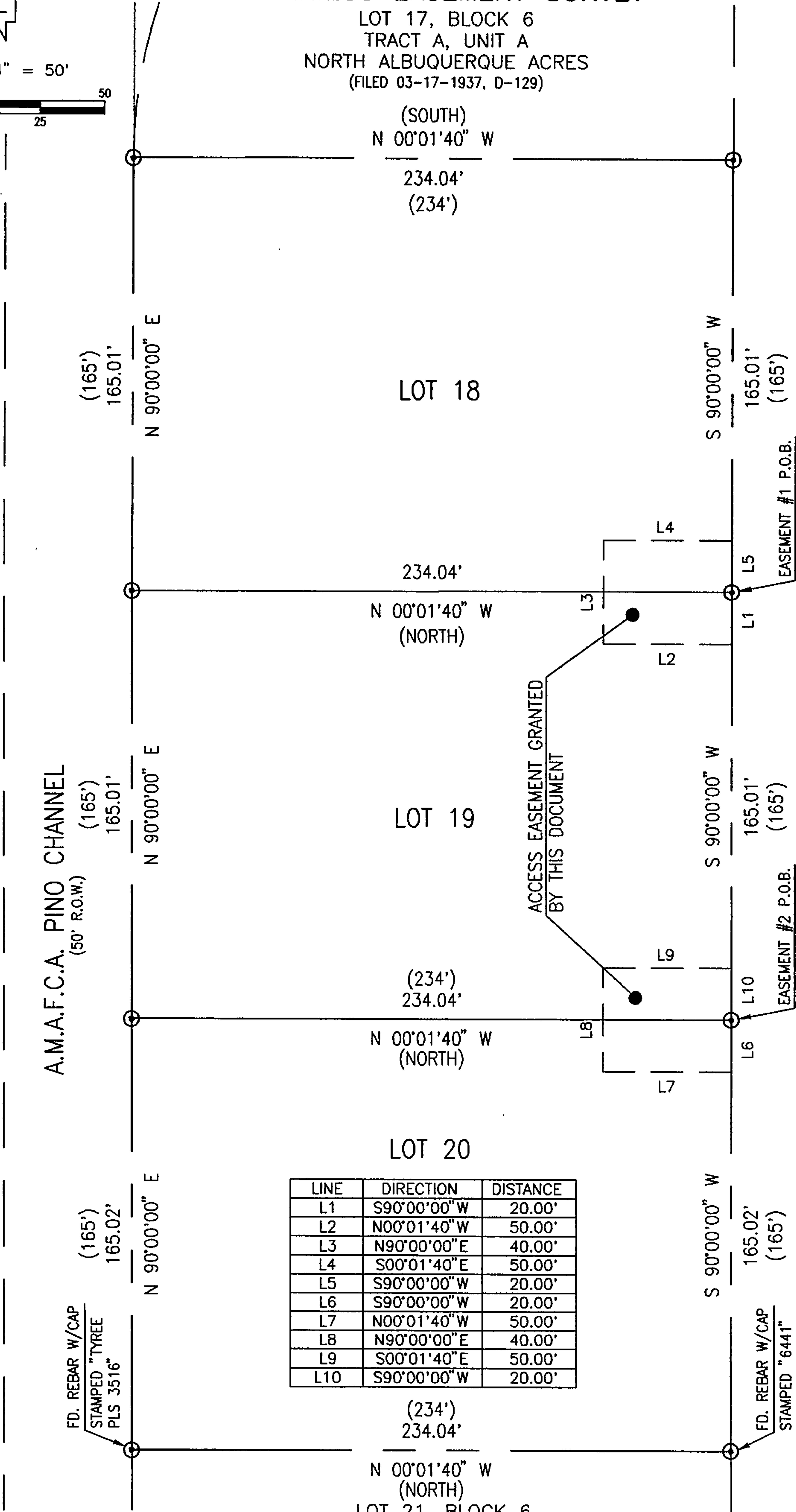
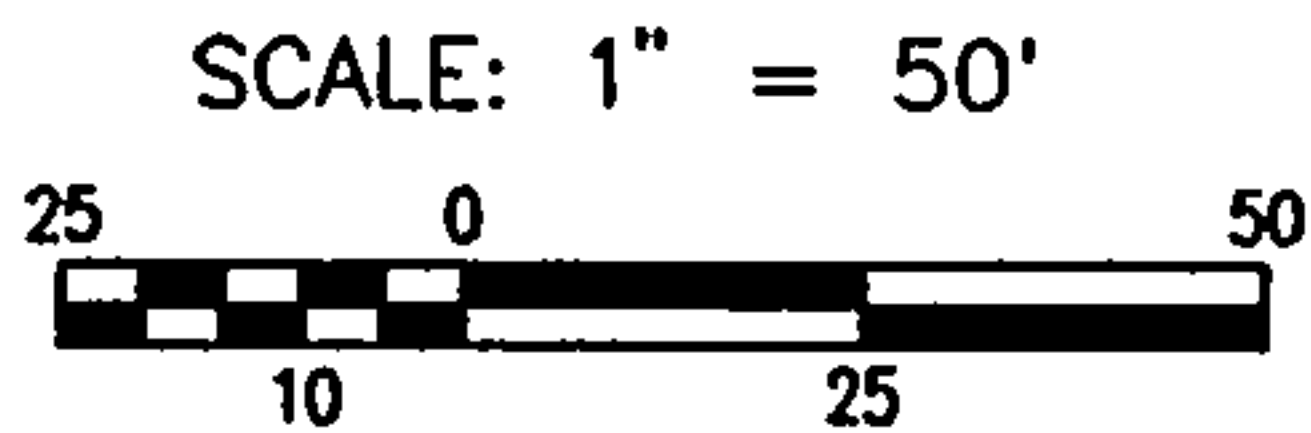


JEFF MORTENSEN & ASSOCIATES, INC.
☐ 6010-B MIDWAY PARK BLVD. N.E.
☐ ALBUQUERQUE ☐ NEW MEXICO 87109
☐ ENGINEERS ☐ SURVEYORS (505) 345-4250

JOB NO. 990113 E

EXHIBIT 'A'
ACCESS EASEMENT SURVEY

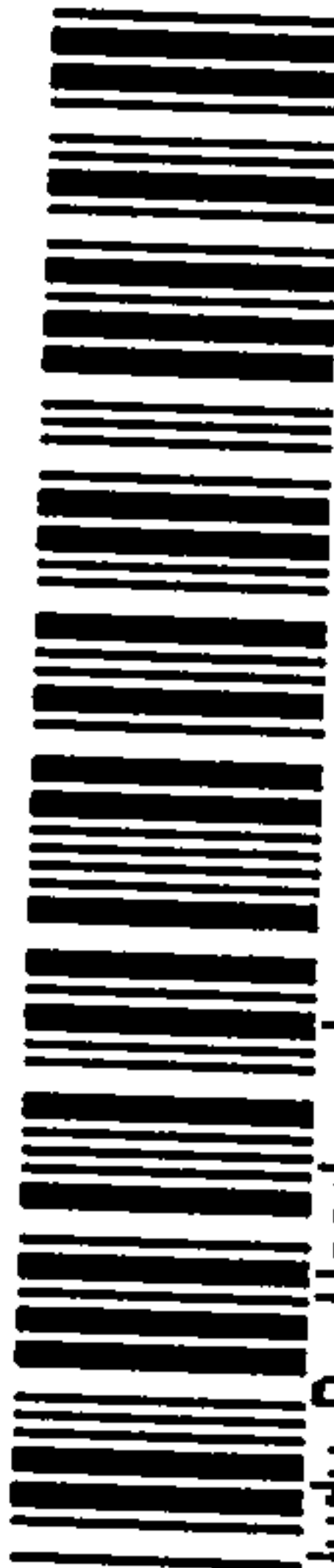
LOT 17, BLOCK 6
TRACT A, UNIT A
NORTH ALBUQUERQUE ACRES
(FILED 03-17-1937, D-129)



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'

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

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Judy D. Woodward Bern. Co. AGRE R 21.00



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ALBUQUERQUE NEW MEXICO 87109
ENGINEERS SURVEYORS (505) 345-4250

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CROSS ACCESS EASEMENT AND DRAINAGE AGREEMENT

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

RECITALS:

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

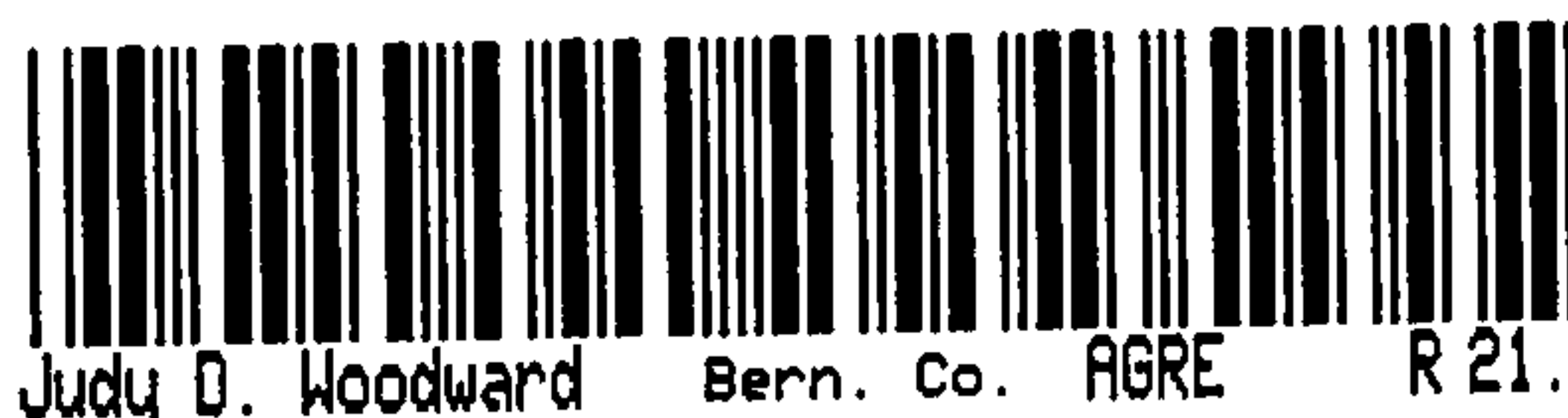
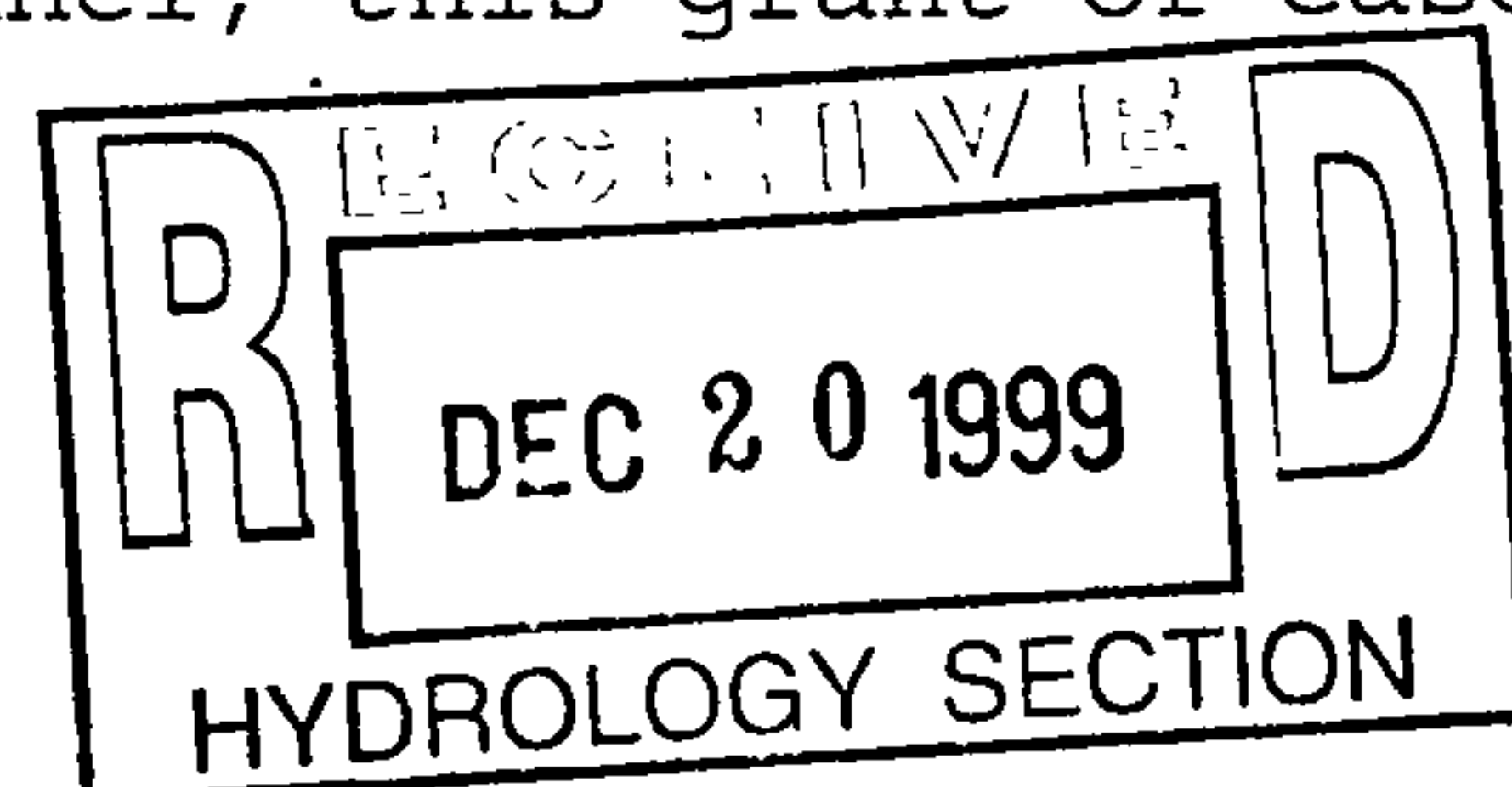
Lots 18 and 19, Block 6, Tract A, Unit A, North Albuquerque Acres, as the same are shown on the plat thereof, filed in the Bernalillo County, New Mexico real estate records on the 17th day of March, 1937, in Map Book D, Page 129

B. The Lots abut one another and both front on Coronado Drive, NE;

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

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

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



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

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

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

The Lot 18 Easement Property and the Lot 19 Easement Property are jointly referred to herein as the "Easement Properties".

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

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



5. Duration. The Easements shall be in perpetuity.

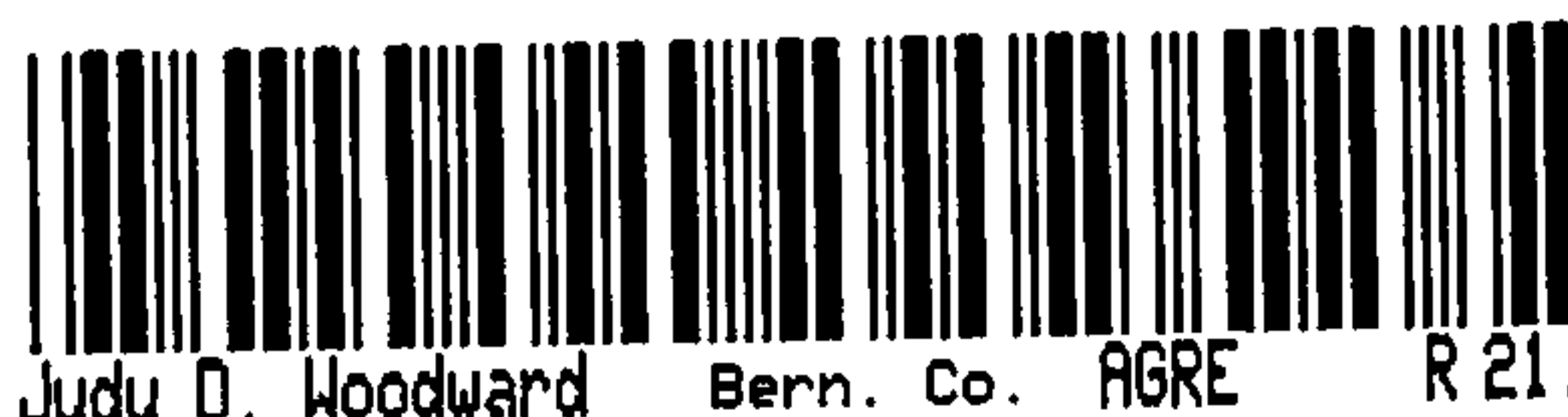
6. Exclusivity. The Easements shall be non-exclusive and the owner of each Lot shall maintain the right to use their respective Access Easement Properties for access to their Lot, and the owner of Lot 19 shall have the right to use his Lot in any manner which does not prevent the passage of the storm drainage waters from Lot 18 to the Channel.

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

8. General Provisions.

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

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



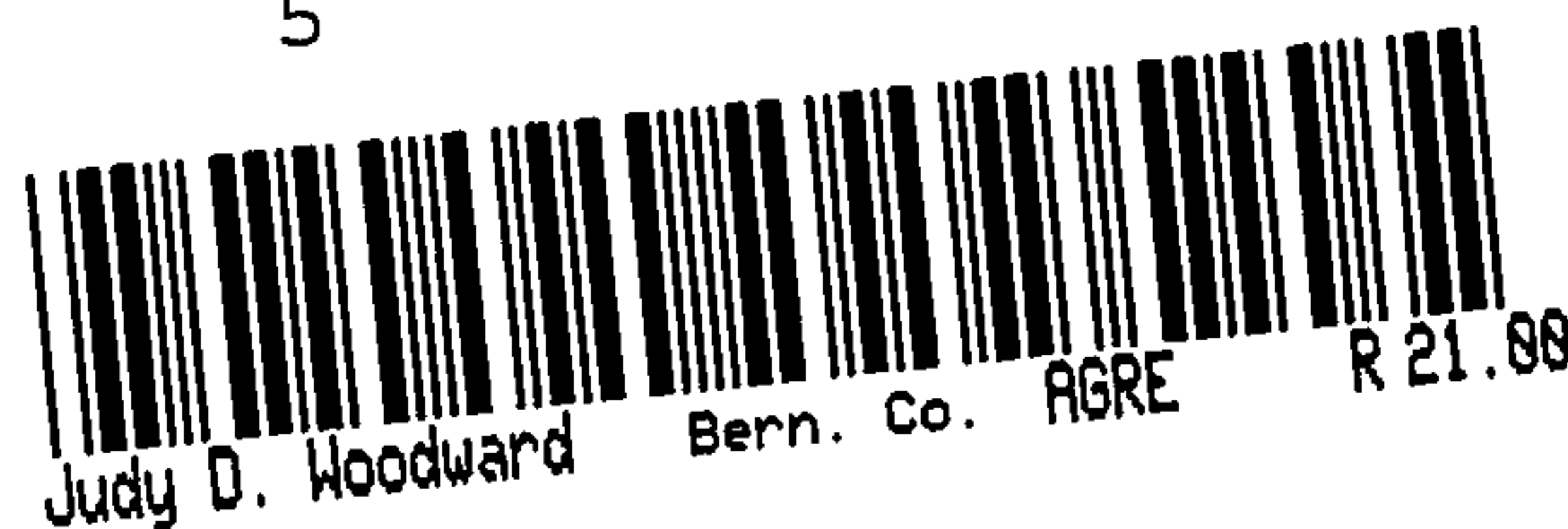
thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the Lot conveyed by it, and provided further, that no such sale shall release such party from any liabilities, actual or contingent, existing as of the time of such conveyance;

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.

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) 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:

- (i) The name of the lien claimant, if any;
 - (ii) The name of the defaulting owner, a description of the work performed on behalf of such owner and a statement itemizing the cost thereof;
 - (iii) A description of the property being liened.
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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 12-14-, 1999, by Richard Britton, President of Britton Construction, Inc., a New Mexico corporation.

Marty L. Putter
Notary Public

My Commission Expires:

Jan. 21, 2001

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Judy D. Woodward Bern. Co. AGRE R 21.00 Bk-9916 Pg-3641

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