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DRB# 1000216

ACCESS EASEMENT AGREEMENT

ATTN:

FR: SAM PATEL

J Group, a New Mexico partnership (the "J Group"), and Viren S. Patel and Sangita V. Patel, Trustees of the Viren S. Patel and Sangita V. Patel Revocable Trust dated September 17, 1993, and Samir V. Patel and Khyati S. Patel, husband and wife (collectively, the "Patels"), agree:

1. Recitals. The J Group and the Patels make the following recitals with respect to this Access Easement Agreement (this "Agreement"):

A. The J Group owns the real property described as Tract A-3-B (the "J Group Property") as shown on the plat of Tract A-3-A and A-3-B, J Group Addition, Albuquerque, New Mexico, December, 1995, to be filed for record in Bernalillo County, New Mexico (the "Plat"). The Patels own the real property described as Tract A-3-A as shown on the Plat (the "Patel Property").

B. The J Group and the Patels want to establish an access easement on, over, across the J Group Property on the terms stated in this Agreement to provide access to the Patel Property.

2. Grant of Easement. The J Group grants to the Patels a non-exclusive easement ("Access Easement") on, over and across the entrance and exit, roadway and walkway of the J Group Property as shown on the Plat as "Reciprocal, Common Access Easement granted by this Plat," (the "Easement Area") for pedestrian and vehicular ingress to and egress from the Patel Property solely and exclusively for (i) the owners and tenants of all or any part of the Patel Property, and the respective

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employees, customers, patrons, invitees and licensees of the owners and tenants of all or any part of the Patel Property, and (ii) fire, police, ambulance and other emergency services.

3. Term. The term of the Access Easement will begin on the date of this Agreement and will continue perpetually until terminated by the written agreement of all owners of the J Group Property and the Patel Property.

4. Limitations on Easement and Enforcement. The Access Easement and the enforcement of this Agreement are subject to the following limitations:

A. The Access Easement and use of the Access Easement will comply with all applicable laws, ordinances, regulations, orders or rulings of any federal, state, county or municipal government, court or public authority having jurisdiction over (i) the J Group Property, (ii) the owners of the J Group Property or (iii) tenants of the J Group Property, (iv) the employees, customers, patrons, invitees and licensees of the owners and tenants of the J Group Property, or (v) or any improvements or activities on the J Group Property.

B. The use of the Access Easement is subject to any reasonable limitations or restrictions as may be imposed from time to time by the owner of the J Group Property for the regulation and safety of all users of the Easement Area.

C. This Agreement does not limit and will not be construed as limiting the rights of an owner of the J Group Property from granting further non-exclusive easements to third

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parties benefitting all or any part of the J Group Property.

D. To the extent that the owner of the Patel Property chooses, in the sole and absolute discretion of the owner of Patel Property, not to extend sewer and water lines from the Patel Property to a reasonable construction point past the eastern boundary of the Easement Area so as to allow future extension of the lines to the J Group Property without construction interference with the Easement Area, the owners of the J Group Property will have the right to temporarily close a portion of the Easement Area for the purpose of allowing extension by the owners of the J Group Property of the sewer and water lines from the Patel Property to the J Group Property. If, by closing only a portion of the Easement Area at one time, the cost to the owners of the J Group property of extending the lines is firmly estimated to be increased in an amount over the estimated cost of extending the lines if the Easement Area were closed at one time, the owners of the Patel Property will deposit the amount of the increased estimated cost with the owners of the J Group Property at the request of the owners of the J Group Property, failing in which, the owners of J Group Property may temporarily close the entire Easement Area for extension of the lines. Any such closure will be without liability to the owners of the J Group Property. If the owner of the Patel Property chooses, in the sole and absolute discretion of the owner of the Patel Property, to extend the lines as provided above as a part of the initial immediate development of the Patel Property, then

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J Group or the owner of the immediately benefitted J Group property will reimburse the owner of the Patel Property for a pro rata portion of the cost of the extension, payable contemporaneously with the bona fide sale to a third party of the immediately benefitted J Group property. Payment will be made subject to receipt of supporting documentation establishing the pro-rata cost of the extension.

5. Development Plan Approval. The Patels will submit the Plat and this Agreement with any request for site development plan approval of the Patel Property.

6. Signals and Signage. The owners of the J Group Property and of the Patel Property will jointly approve: (i) the placement of any directional signals on San Antonio Drive N.E. to be placed with respect to the Easement Area and (ii) the location, size and appearance of any signage to be placed by the Patels on the Patel Property on or near the Easement Area. Neither party will unreasonably withhold, delay or defer approval.

7. Access Drive. The owner of the Patel Property may construct an access ramp or driveway ("Access Drive") on the J Group Property subject to the terms of this Agreement and on the following terms and conditions:

A. At least 90 days before the date the owners of the Patel Property would like to begin construction of the Access Drive, the owners of the Patel Property (the "Requesting Owner") will give notice to the owner of the J Group Property

(the "Other Owner"), which notice will (i) include the proposed plans, specifications and location of the Access Drive, and (ii) state the date on which the Requesting Owner would like to begin construction of the Access Drive.

B. The plans, specifications and location of the Access Drive (collectively, the "Access Drive Plans") will be subject to the written consent of the Other Owner, which consent will not be unreasonably withheld, delayed or deferred.

C. If the Other Owner gives notice to the Requesting Owner of any objections to the proposed Access Drive Plans, then the Requesting Owner will revise the Access Drive Plans to satisfy reasonably the objections and will resubmit the revised Access Drive Plans to the Other Owner for review and approval.

D. If the Other Owner does not give notice to the Requesting Owner either consenting to the Access Drive Plans or stating any objections to either the original or any revised Access Drive Plans within 30 days after receipt of the Access Drive Plans from the Requesting Owner, then the Other Owner will be deemed to have consented to the Access Drive Plans.

8. Maintenance. The owner of the Patel Property at the cost and expense of the owners of the Patel Property, will be responsible for maintaining the Easement Area on the J Group Property, as required in paragraph 4(A) of this Agreement and otherwise by meeting any applicable standards and requirements provided in the development process manual for the City of

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Albuquerque, as that manual may be amended from time to time.

9. Insurance and Indemnity. The owners of the Patel Property will maintain or cause to be maintained in connection with insuring the Patel Property with respect to the Access Easement at all times general public liability insurance with an insurer licensed to do business in New Mexico, covering the owner of the Easement Area against death, injury or property in the combined single limit amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and will name the owner of the J Group Property, or such additional or other owners as may be designated from time to time by J Group, as additional insureds, and will furnish a certificate of such insurance and all renewals to the additional name insureds. In addition and subject to the terms of Section 56-7-1 NMSA 1978, if applicable, the owners of the Patel Property will indemnify, defend and hold the owner or owners of the J Group property harmless against any liability, claims, damages, losses or expenses, including fees of lawyers, incurred or suffered by the owners of the J Group property for bodily injury to persons or damage to property arising out of the use of the Access Easement.

10. Notices. All notices, requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given either on the day delivered in person or two days after being mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the J Group or the Patels at the

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following addresses, unless either of them change their respective address by giving written notice of the change to the other. The addresses are:

A. Notice to the J Group:

J Group
7508 Osuna Road, NE
Albuquerque, NM 87109
Attention: Joseph Cotruzzola

With a copy to:

Sutin, Thayer & Browne
A Professional Corporation
P. O. Box 2187
Santa Fe, New Mexico 87504
Attention: Michael G. Sutin, Esq.

B. Notice to the Patels:

Viren and Sangita Patel
P.O. Box 2650
Gallup, NM 87305

11. Governing Law; Binding Effect; and Amendment.

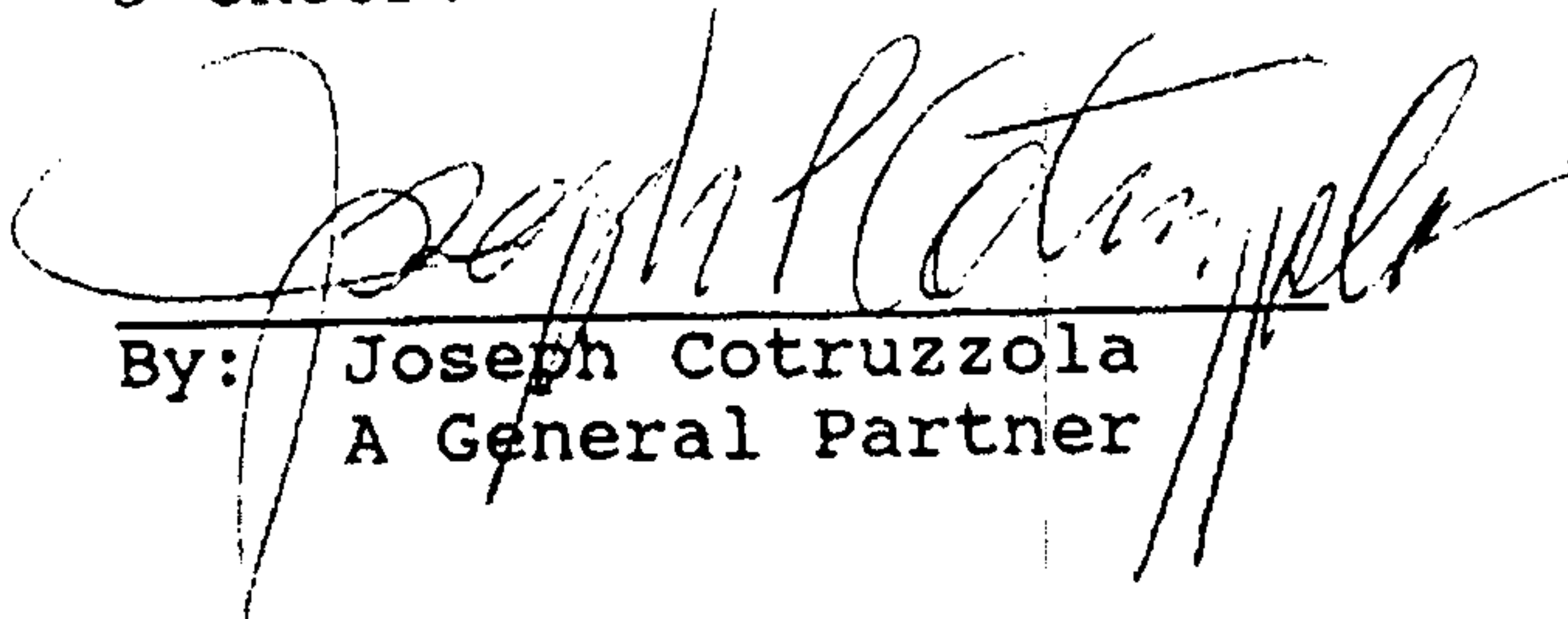
This Agreement is governed by and will be construed according to the laws of the state of New Mexico and binds the J Group, the Patels and their respective heirs, devisees, personal representatives, successors and assigns. The Access Easement granted in this Agreement benefit, runs with, burdens and is appurtenant to all and any part of the Patel Property and the J Group Property. This Agreement may be amended only in writing signed by the owners of the J Group Property and the Patel Property.

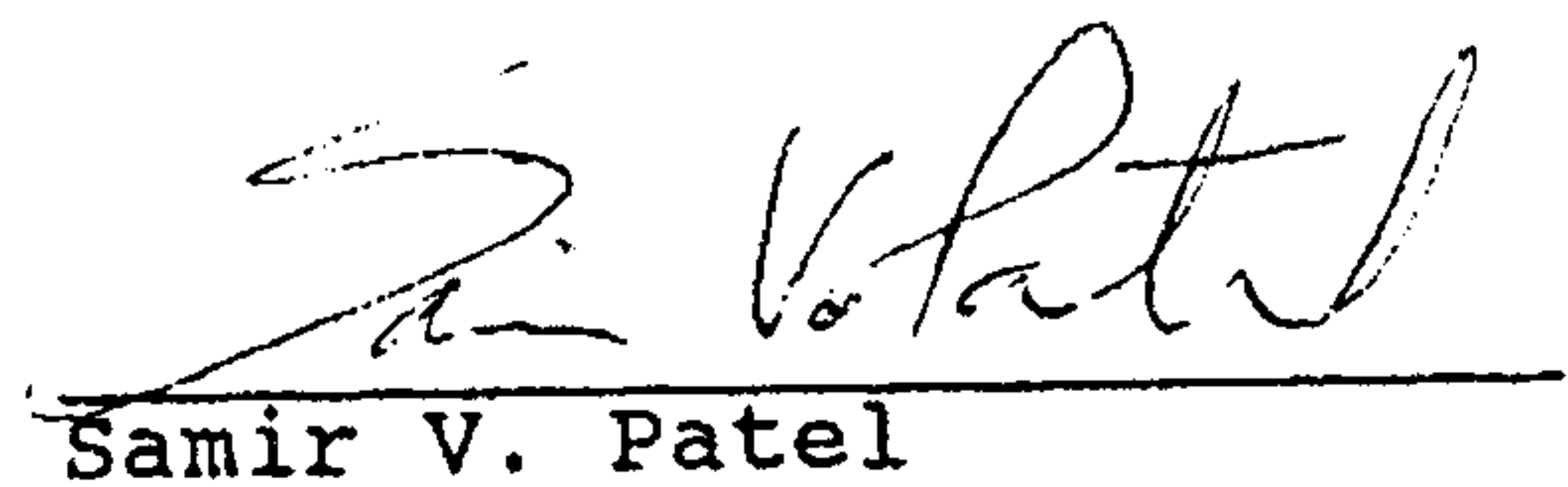
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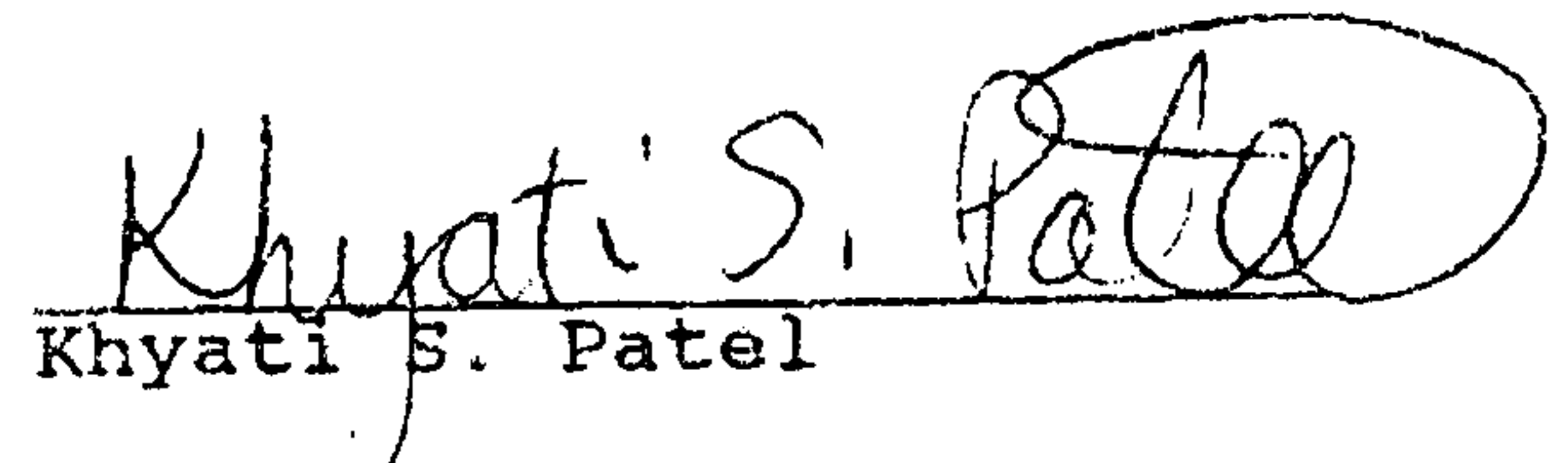
12. Entire Agreement. This Agreement constitutes the entire agreement of the J Group and the Patels relating to the Access Easement, and no representation, statement or promise, either oral or written, made by the J Group, the Patels or their respective agents, which is not contained in this Agreement, will be binding on the J Group, the Patels or their respective heirs, devisees, personal representatives, successors or assigns.

DATED: February 27, 1996.

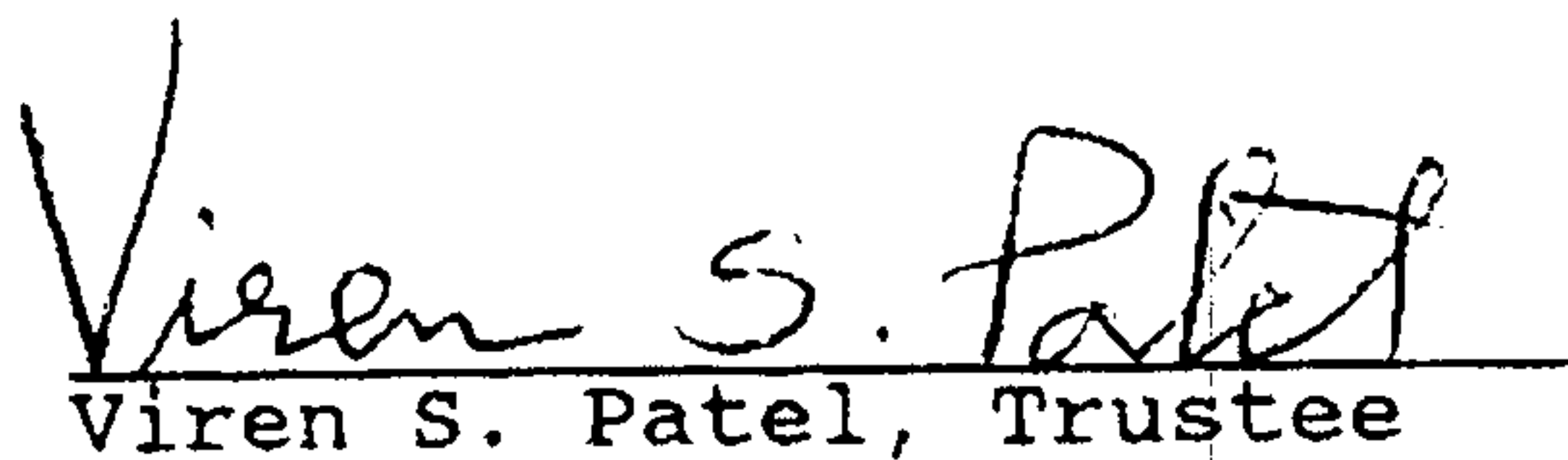
J GROUP:


By: Joseph Cotruzzola
A General Partner


Samir V. Patel


Khyati S. Patel

Viren S. Patel and Sangita V. Patel, Trustees of the Viren S. Patel and Sangita V. Patel Revocable Trust dated September 13, 1993

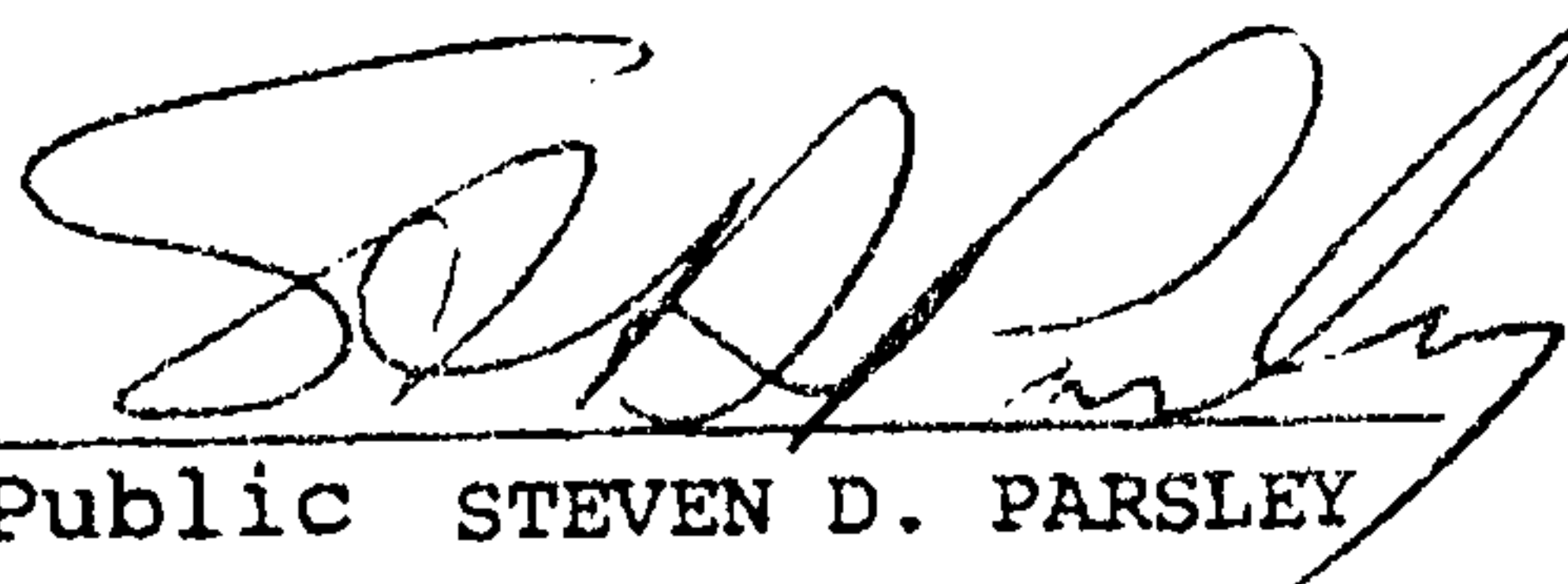

Viren S. Patel, Trustee


Sangita V. Patel, Trustee

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

This instrument was acknowledged before me on February 27, 1996, by Viren S. Patel and Sangita V. Patel, Trustees of the Viren S. Patel and Sangita V. Patel Revocable Trust dated September 17, 1993, and Samir V. Patel and Khyati S. Patel, husband and wife.

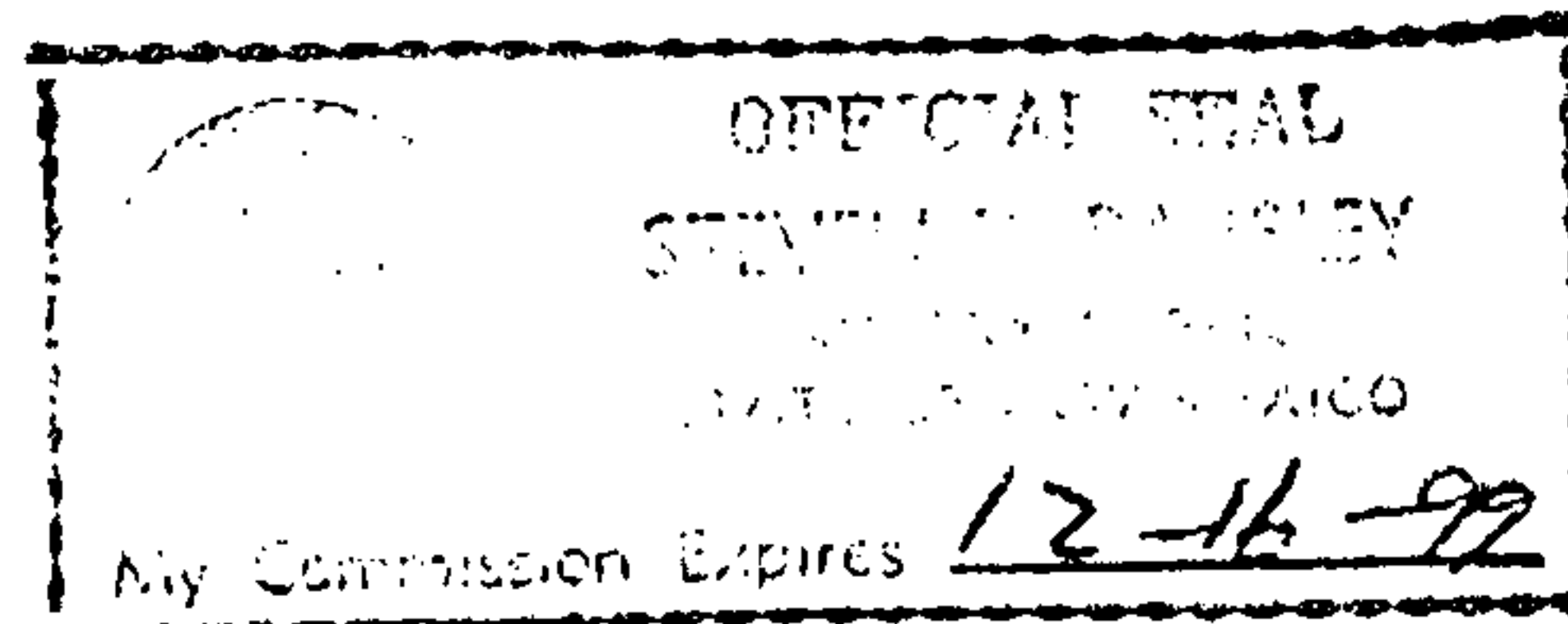


Notary Public STEVEN D. PARSLEY

My commission expires:

DECEMBER 16, 1999

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



This instrument was acknowledged before me on February 27, 1996, by Joseph Cotruzzola, as a general partner of the J Group, a New Mexico partnership.

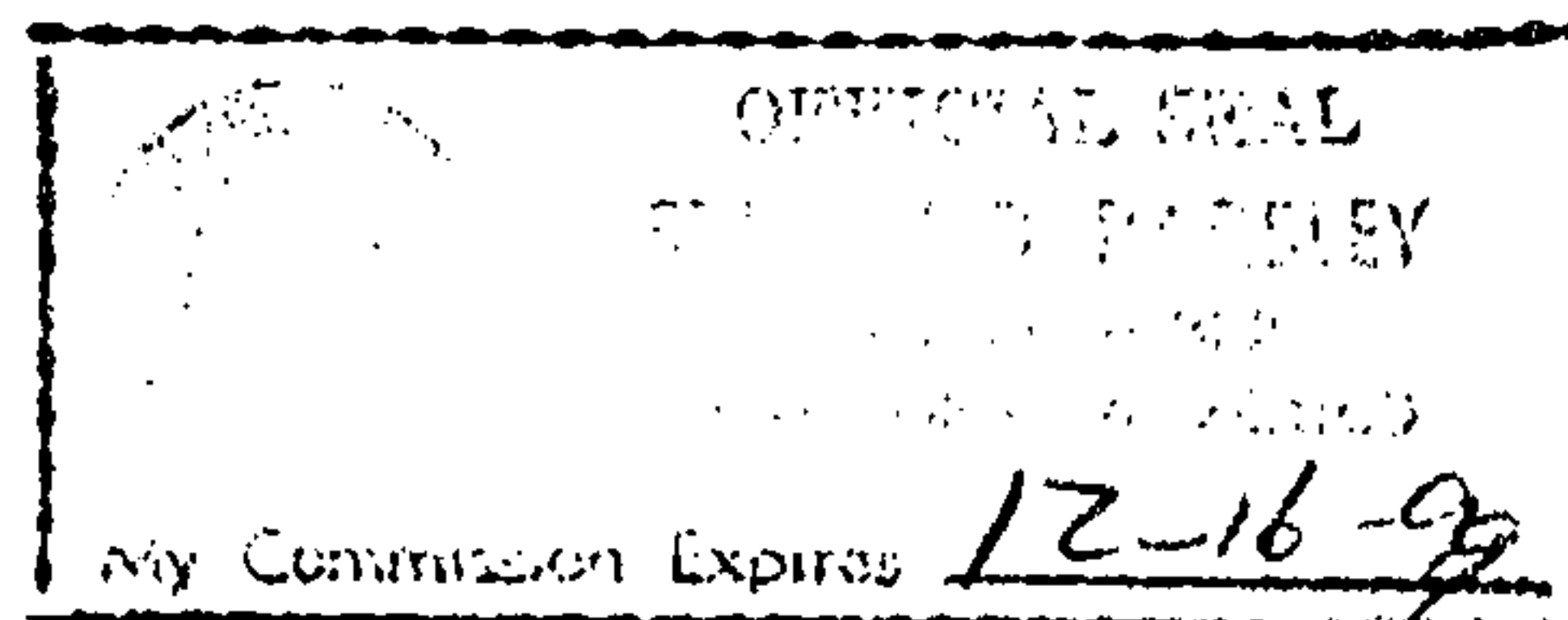


Notary Public STEVEN D. PARSLEY

My commission expires:

DECEMBER 16, 1999

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COUNTY OF BERNALILLO

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City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 13, 1995

Kim Kemper
Kemper-Vaughan Consulting Engineers
3700 Coors Rd. NW
Albuquerque, NM 87121

RE: DRAINAGE PLAN FOR MCDONALD'S PLAY PLACE @ 8515 MONTGOMERY
BLVD. NE (F19-D13A) ENGINEER'S STAMP DATED 3/2/95.

Dear Mr. Kemper:

Based on the information provided on your March 3, 1995
submittal, the above referenced site is approved for Building
Permit. Please attach a copy of this 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/dl

c: Andrew Garcia
File

DRAINAGE INFORMATION SHEET

PROJECT TITLE: MCDONALD'S PLAY PLACE ZONE ATLAS/DRNG. FILE #: F-19/4/34

LEGAL DESCRIPTION: LOT A-1 LOS PASTORES SHOPPING CENTER

CITY ADDRESS: 8315 MONTGOMERY BLVD. NIE

ENGINEERING FIRM: KEMPER-VAUGHAN CONSULTING ENGINEERS CONTACT: KIM R. KEMPER, P.E.

ADDRESS: 3700 COORS RD. NW 87120 PHONE: 831-4520

OWNER: CONQUISTADORES INC. CONTACT: C CALDWELL

ADDRESS: 10400 ACADEMY RD, SUITE 240 87111 PHONE: 298-2247

ARCHITECT: JLS ARCHITECTS CONTACT: JOE SLAGLE

ADDRESS: 414 2ND ST. SW 87102 PHONE: 246-0870

SURVEYOR: RIO GRANDE SURVEYING CONTACT: REX VOGLER

ADDRESS: 3700 COORS RD NW 87120 PHONE: 831-4520

CONTRACTOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☐ YES

☒ NO

☐ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. _____

EPC NO. _____

PROJ. NO. _____

TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT

☒ DRAINAGE PLAN

☐ CONCEPTUAL GRADING & DRAINAGE PLAN

☒ GRADING PLAN

☐ EROSION CONTROL PLAN

☐ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL

☐ PRELIMINARY PLAT APPROVAL

☐ SITE DEVELOPMENT PLAN APPROVAL

☐ FINAL PLAT APPROVAL

☒ BUILDING PERMIT APPROVAL

☐ FOUNDATION PERMIT APPROVAL

☐ CERTIFICATE OF OCCUPANCY APPROVAL

☐ ROUGH GRADING PERMIT APPROVAL

☐ GRADING/PAVING PERMIT APPROVAL

☐ OTHER _____ (SPECIFY)

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HYDROLOGY DIVISION

3/2/95

DATE SUBMITTED: _____

BY: [Signature]