



# *City of Albuquerque*

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 13, 1995

Dennis Lorenz  
Brasher Engineering  
4425 Juan Tabo NE  
Albuquerque, NM 87111

RE: GRADING/PAVING PLAN FOR U-HAUL Phase I & II @ 3101 PRINCETON  
DR. NE (H16-D51).

Dear Mr. Lorenz:

Based on the information provided on your March 3, 1995  
resubmittal, the above referenced site is approved for  
Grading/Paving.

Please be advised that Engineer Certification per the D.P.M.  
checklist will be required after construction.

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

Sincerely,

*Bernie J. Montoya*  
Bernie J. Montoya, CE  
Engineering Associate

BJM/dl

c: Andrew Garcia  
File

PROJECT TITLE: UHAUL ZONE ATLAS/DRNG. FILE #: H16  
DRB #: — EPC #: — WORK ORDER #: —  
LEGAL DESCRIPTION: TRACT R7 MENAUL DEVELOPMENT AREA  
CITY ADDRESS: 3101 PRINCETON NE  
ENGINEERING FIRM: BRASHER ENGR CONTACT: D. LORENZ  
ADDRESS: 4425 JUAN TABO NE # 202 PHONE: 296 0422  
OWNER: UHAUL COMPANY CONTACT: CHUCK KELLY  
ADDRESS: 3101 PRINCETON NE PHONE: 889-9475  
ARCHITECT: NA CONTACT: —  
ADDRESS: — PHONE: —  
SURVEYOR: CLINT SHEPHERD & ASSOC CONTACT: C. SHEPHERD  
ADDRESS: 730 SAN MATEO SE PHONE: 256-7364  
CONTRACTOR: JR HALE CONTACT: —  
ADDRESS: — PHONE: —

## TYPE OF SUBMITTAL:

— DRAINAGE REPORT  
X DRAINAGE PLAN UPDATE  
— CONCEPTUAL GRADING & DRAINAGE PLAN  
— GRADING PLAN  
— EROSION CONTROL PLAN  
— ENGINEER'S CERTIFICATION  
— OTHER —

## CHECK TYPE OF APPROVAL SOUGHT:

— SKETCH PLAT APPROVAL  
— PRELIMINARY PLAT APPROVAL  
— S. DEV. PLAN FOR SUB'D. APPROVAL  
— S. DEV. PLAN FOR BLDG. PERMIT APPROVAL  
— SECTOR PLAN APPROVAL  
— FINAL PLAT APPROVAL  
— FOUNDATION PERMIT APPROVAL  
— BUILDING PERMIT APPROVAL  
— CERTIFICATE OF OCCUPANCY APPROVAL  
— GRADING PERMIT APPROVAL  
X PAVING PERMIT APPROVAL  
— S.A.D. DRAINAGE REPORT  
— DRAINAGE REQUIREMENTS  
— OTHER — (SPECIFY)

## PRE-DESIGN MEETING:

X YES  
— NO  
— COPY PROVIDED

DATE SUBMITTED:

3-3-95

BY:

D. LORENZ

MAR - 3 - 1995

**BRASHER ENGINEERING, INC.**  
**CONSULTING ENGINEERS & LAND PLANNERS**

4425 JUAN TABO BLVD. NE, SUITE 202  
ALBUQUERQUE, NEW MEXICO 87111  
(505) 296-0422 FAX (505) 296-0466

March 3, 1995

Bernie Montoya  
Civil Engineer  
Hydrology Department  
City of Albuquerque  
PO Box 1293  
Albuquerque, New Mexico 87102

**SUBJECT: U-HAUL DRAINAGE PLAN UPDATE (H16/D51)**

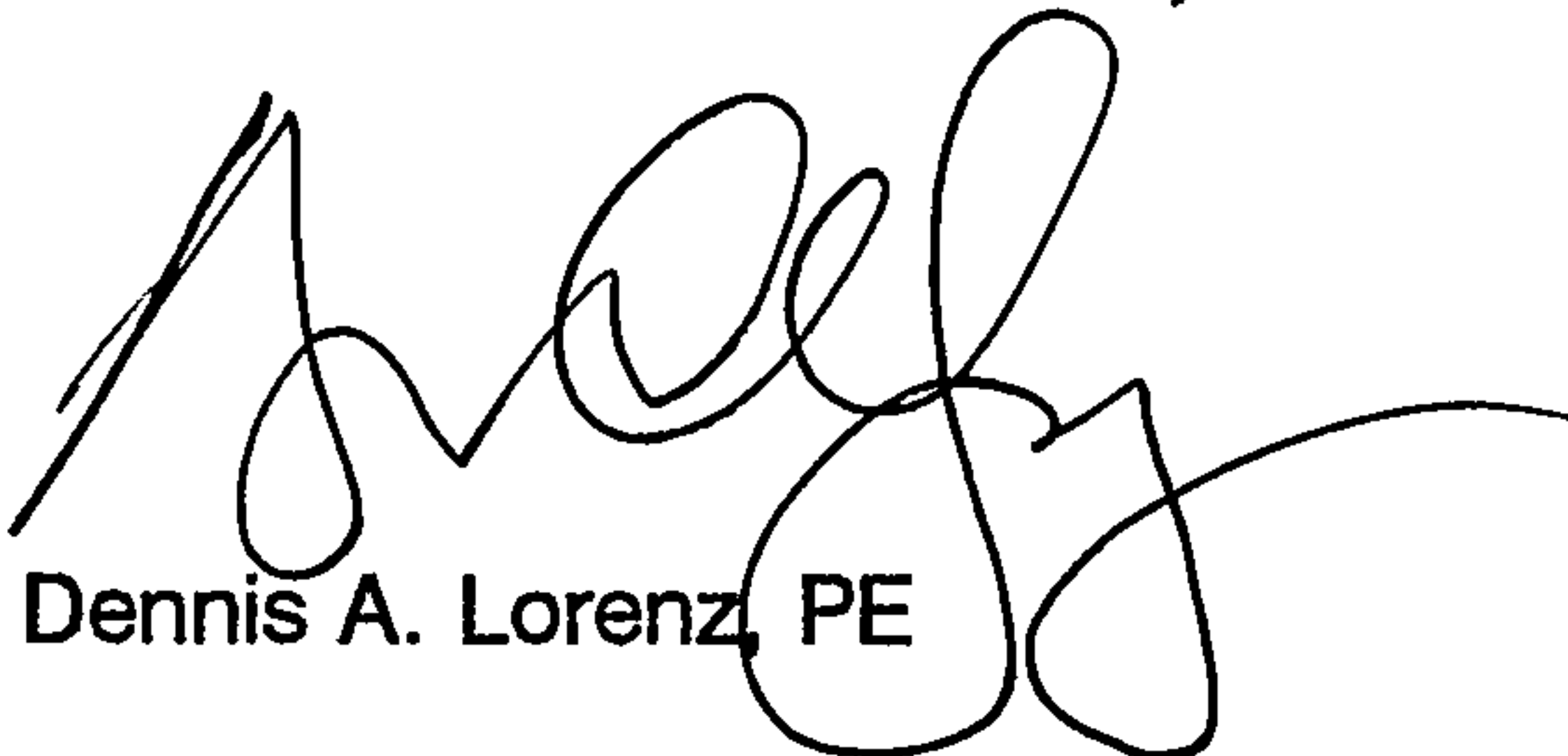
Dear Bernie:

Attached please find 2 copies of the Drainage Plan for the subject project. The Plan has been re-dated per your request. I have spoken with Chuck Kelley, President of U-Haul, who informs me that no paving has occurred on the site, therefore, no as-built information or revisions were made to the Plan. Mr. Kelley wishes to begin paving on March 13. Please process the plan approval at your earliest convenience.

If you have any questions, or if I can be of any assistance, please feel free to call.

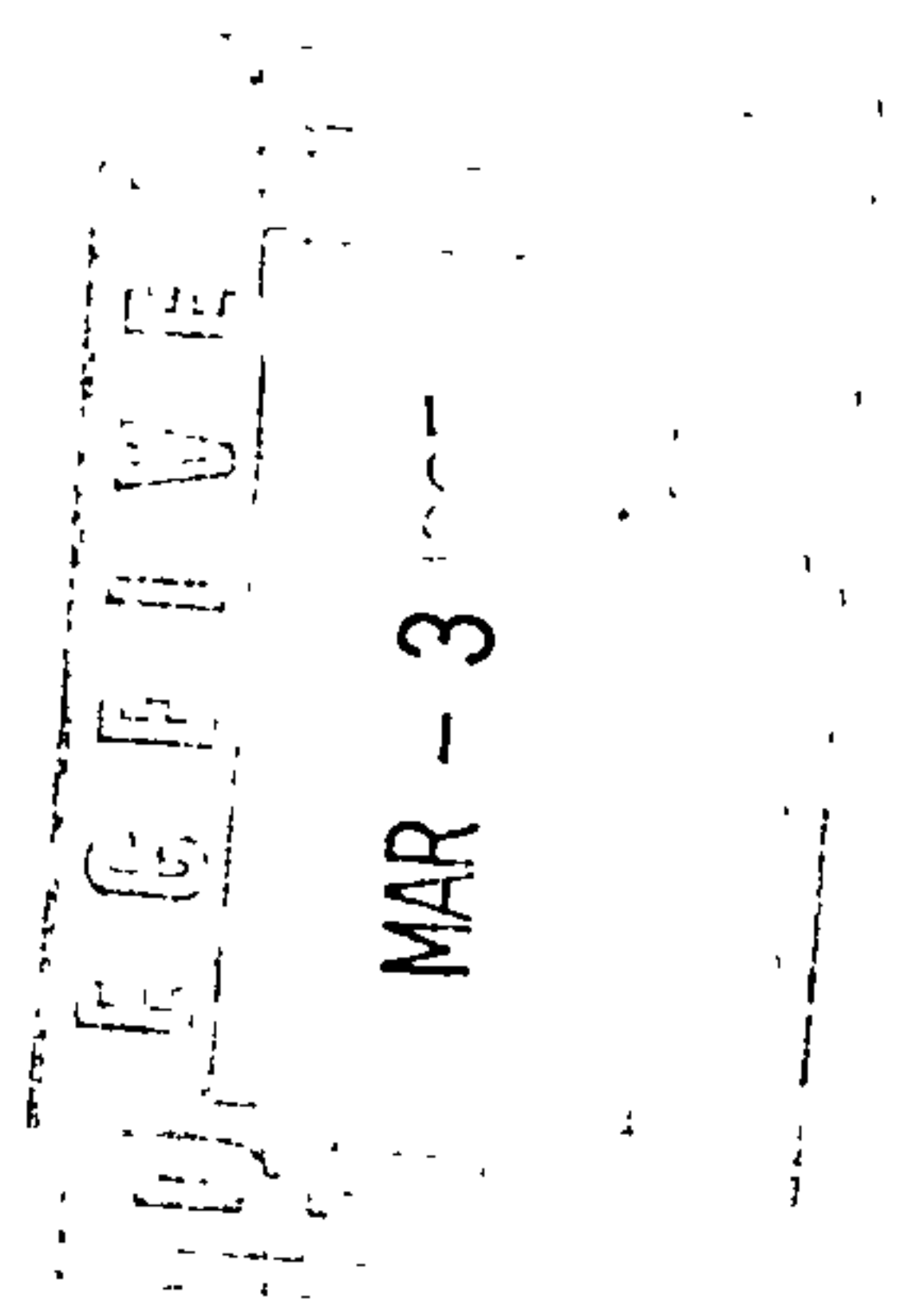
Sincerely,

**BRASHER ENGINEERING, INC.**



Dennis A. Lorenz, PE

/dl  
encl





# *City of Albuquerque*

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 11, 1994

Ms. Jackie McDowell  
McDowell Engineering, Inc.  
7200 Valley Forge Pl. NE  
Albuquerque, NM 87109

RE: BUILDING PERMIT APPROVAL FOR U-HAUL CENTER (H-16/D51) ENGINEER'S STAMP  
DATED 1-27-94

Dear Ms. McDowell:

Based upon your submittal of 1-31-94, your project is approved for Building Permit. Please be advised that Engineer's Certification per the Certification Checklist will be required.

If I can be of further assistance, feel free to call me at 768-3622.

Sincerely,

Scott Davis  
PWD, Hydrology Division

(WP+8094)

c: Andrew Garcia  
File

# DRAINAGE INFORMATION SHEET

PROJECT TITLE: U-HAUL CENTER ZONE ATLAS/DRNG. FILE #: H-16 / 851  
DRB #: N/A EPC #: N/A WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: Tract "R-7", Menaul Development Area  
CITY ADDRESS: 3101 Princeton Drive NE  
ENGINEERING FIRM: MCDOWELL ENGINEERING, INC. CONTACT: JACKIE MCDOWELL  
ADDRESS: 7200 VALLEY FORGE PL. NE PHONE: 828-2430  
OWNER: U-HAUL INTERNATIONAL CONTACT: CHUCK KELLY  
ADDRESS: 3101 Princeton Drive NE PHONE: 889-9475  
ARCHITECT: U-Haul International, Inc. CONTACT: Tracey Davis  
ADDRESS: 2727 N. Central Ave., Phoenix, AZ PHONE: (602) 263-6502  
SURVEYOR: Clint Sherrill & Associates CONTACT: Clint Sherrill  
ADDRESS: 730 San Mateo SE PHONE: 256-7364  
CONTRACTOR: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

## TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT  
☒ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAIN. PLAN  
☐ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☐ ENGINEER'S CERTIFICATION  
☐ OTHER \_\_\_\_\_

## PRE-DESIGN MEETING:

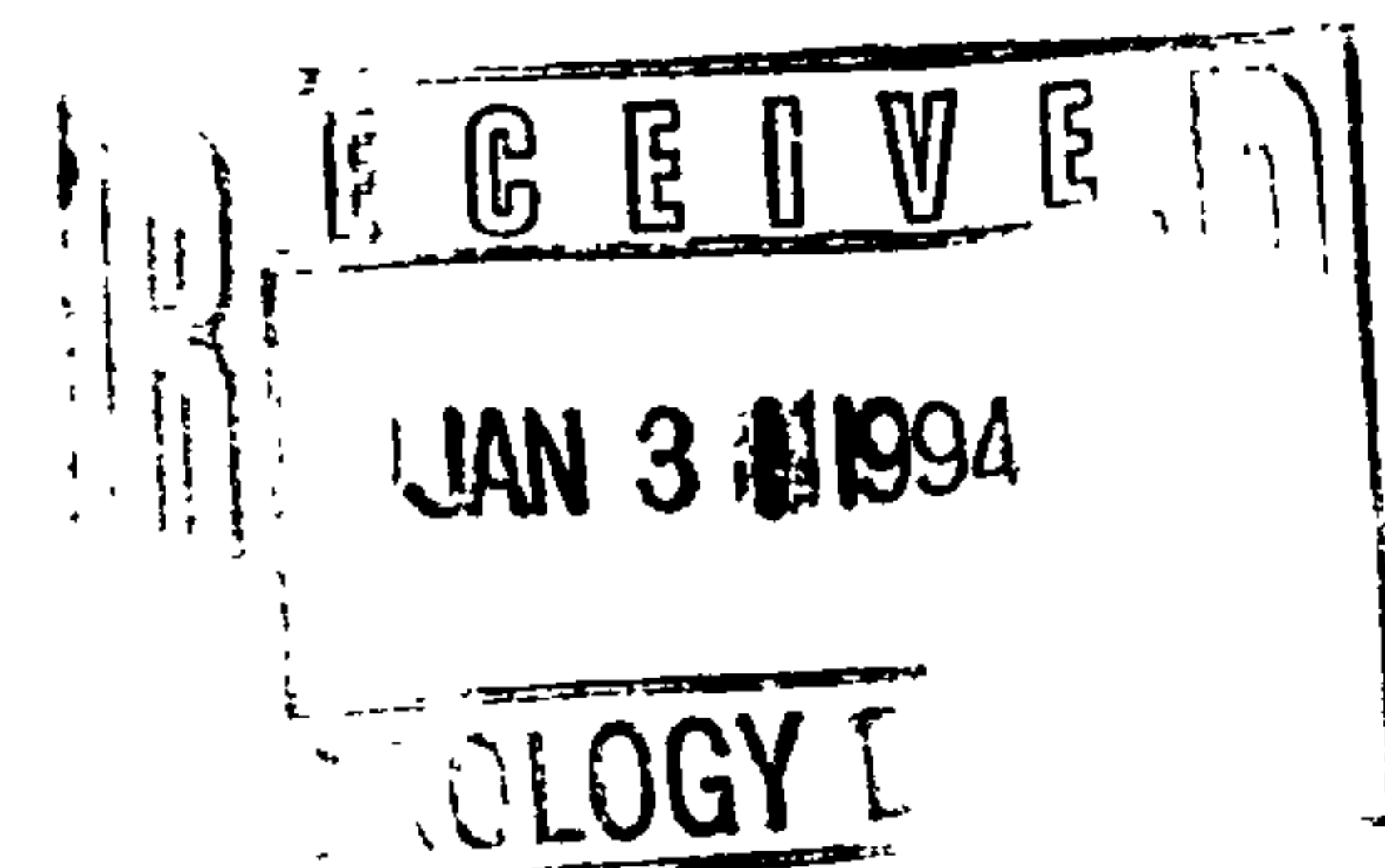
☐ YES  
☒ NO  
☐ COPY PROVIDED

## CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL  
☐ PRELIMINARY PLAT APPROVAL  
☐ S.DEV PLAN FOR SUB'D APPROVAL  
☐ S.DEV PLAN FOR BLDG PMT APPR.  
☐ SECTOR PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☒ BUILDING PERMIT APPROVAL  
☐ CERT. OF OCCUPANCY APPROVAL  
☐ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ S.A.D. DRAINAGE REPORT  
☐ DRAINAGE REQUIREMENTS  
☐ OTHER \_\_\_\_\_ (SPEC-IFY)

DATE SUBMITTED: January 28, 1994

BY: JACKIE S. MCDOWELL, P.E.





# **McDowell Engineering, Inc.**

Jackie Sedillo McDowell, P.E.  
Civil Engineering Consultant

January 28, 1994

Mr. John Curtin  
City of Albuquerque  
Hydrology  
P.O. Box 1293  
Albuquerque, NM 87103

**RE: U-HAUL STORAGE FACILITY @ PRINCETON & CUTLER (H-16/D51)**

Dear Mr. Curtin:


Attached is an updated grading plan for the reference project. This facility was designed for new site pavement installation by Brasher Engineering in October, 1993. The proposed development has since changed. The owner now wishes to install storage units along the southerly portion of the property instead of pavement. The proposed improvements are shown on the plan. This modified proposed development does not affect the calculations that were submitted and approved in October and on file with the Hydrology Department. Therefore, we are hereby requesting approval of this modified drainage plan with the previous calculations by Brasher Engineering.

Attached is the approval letter for the October proposed development.

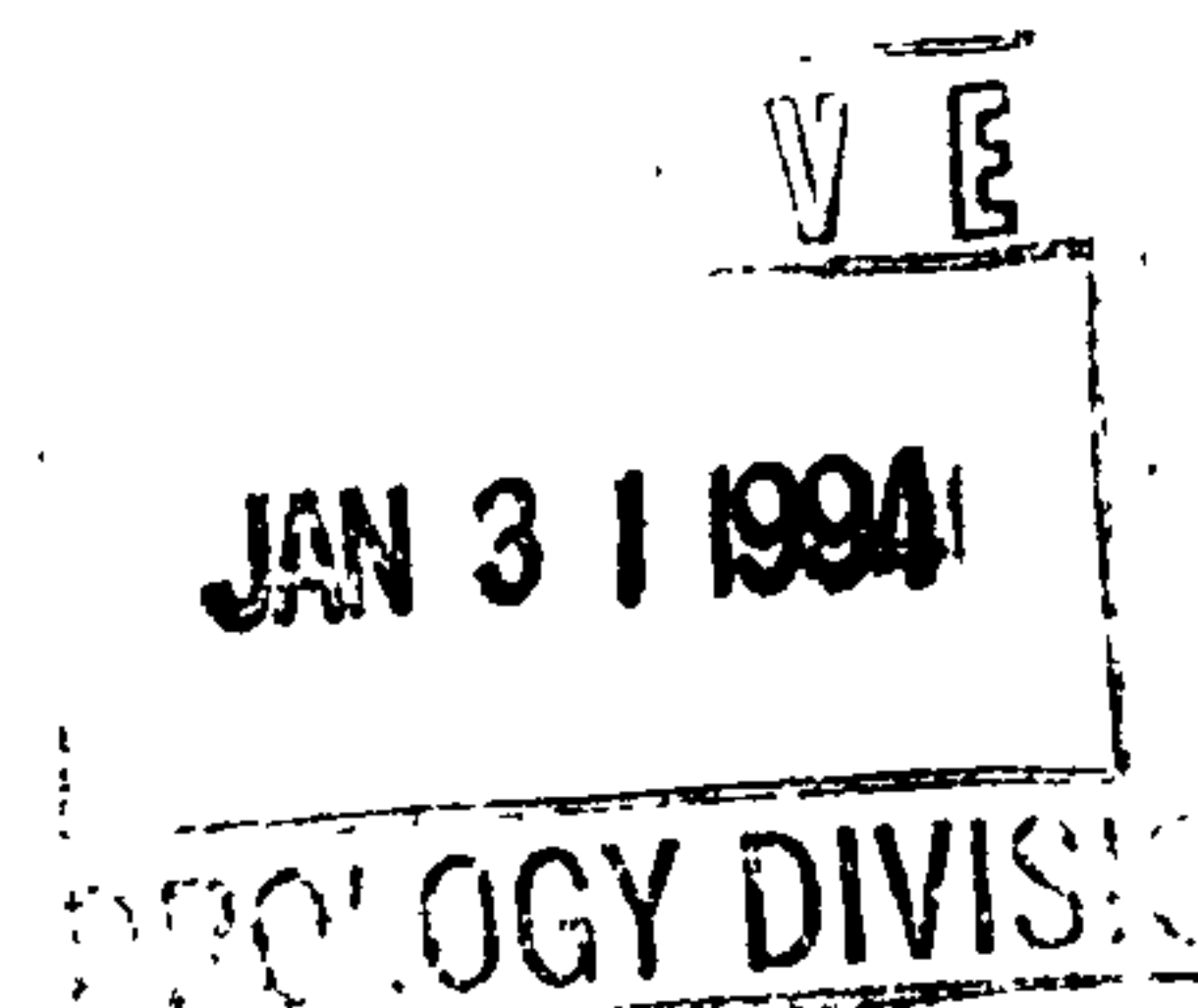
If you need any additional information, please call me.

Sincerely,

MCDOWELL ENGINEERING, INC.



Jackie S. McDowell, P.E.





# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 9, 1993

Dennis Lorenz, P.E.  
Brasher Engineering  
11930 Menaul NE #113  
Albuquerque, N.M. 87112

RE: GRADING & DRAINAGE PLAN FOR U-HAUL @ PRINCETON & CUTLER (H-16/D51)  
RECEIVED OCTOBER 21, 1993 FOR PAVING PERMIT APPROVAL  
ENGINEER'S STAMP DATED 10-20-93

Dear Mr. Lorenz:

Based on the information included in the submittal referenced above, City Hydrology approves this project for Paving Permit.

Engineer's Certification of grading & drainage per DPM checklist is required for this project.

If you have any questions about this project, You may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.  
Civil Engineer/Hydrology

cc: Alan Martinez

WPHYD/8094/JPC

RECEIVED

JAN 31 1994

COY DI

PUBLIC WORKS DEPARTMENT



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 9, 1993

Dennis Lorenz, P.E.  
Brasher Engineering  
11930 Menaul NE #113  
Albuquerque, N.M. 87112

RE: GRADING & DRAINAGE PLAN FOR U-HAUL @ PRINCETON & CUTLER (H-16/D51)  
RECEIVED OCTOBER 21, 1993 FOR PAVING PERMIT APPROVAL  
ENGINEER'S STAMP DATED 10-20-93

Dear Mr. Lorenz:

Based on the information included in the submittal referenced above, City Hydrology approves this project for Paving Permit.

Engineer's Certification of grading & drainage per DPM checklist is required for this project.

If you have any questions about this project, You may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.  
Civil Engineer/Hydrology

xc: Alan Martinez

WPHYD/8094/JPC

PUBLIC WORKS DEPARTMENT



## DRAINAGE INFORMATION SHEET

REF H16-D51-51

PROJECT TITLE: UHAUL ZONE ATLAS/DRNG. FILE #: H16/D51-51  
DRB #: — EPC #: — WORK ORDER #: —  
LEGAL DESCRIPTION: TRACT R7 MENAUL DEVELOPMENT AREA  
CITY ADDRESS: 3101 PRINCETON NE  
ENGINEERING FIRM: BRASHER ENGR CONTACT: D. LORENZ  
ADDRESS: 11930 MENAUL NE #113 PHONE: 296 0422  
OWNER: UHAUL COMPANY CONTACT: CHUCK KELLY  
ADDRESS: 3101 PRINCETON NE PHONE: 889-9475  
ARCHITECT: NA CONTACT: —  
ADDRESS: — PHONE: —  
SURVEYOR: CLINT SHEPHERD & ASSOC CONTACT: C. SHEPHERD  
ADDRESS: 730 SAN MATEO SE PHONE: 256-7364  
CONTRACTOR: JR HALE CONTACT: —  
ADDRESS: — PHONE: —

## TYPE OF SUBMITTAL:

— DRAINAGE REPORT  
X DRAINAGE PLAN  
— CONCEPTUAL GRADING & DRAINAGE PLAN  
— GRADING PLAN  
— EROSION CONTROL PLAN  
— ENGINEER'S CERTIFICATION  
— OTHER —

## PRE-DESIGN MEETING:

X YES  
— NO  
— COPY PROVIDED

## CHECK TYPE OF APPROVAL SOUGHT:

— SKETCH PLAT APPROVAL  
— PRELIMINARY PLAT APPROVAL  
— S. DEV. PLAN FOR SUB'D. APPROVAL  
— S. DEV. PLAN FOR BLDG. PERMIT APPROVAL  
— SECTOR PLAN APPROVAL  
— FINAL PLAT APPROVAL  
— FOUNDATION PERMIT APPROVAL  
— BUILDING PERMIT APPROVAL  
— CERTIFICATE OF OCCUPANCY APPROVAL  
— GRADING PERMIT APPROVAL  
X PAVING PERMIT APPROVAL  
— S.A.D. DRAINAGE REPORT  
— DRAINAGE REQUIREMENTS  
— OTHER — (SPECIFY)

DATE SUBMITTED: 10-19-93  
BY: D. LORENZ

OCT 21 1993

8094

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

IN THE DISTRICT COURT

U-HAUL OF NEW MEXICO, INC.,

Plaintiff,

-vs-

No. 10-73-00656

SOUTHWEST KENWORTH, INC.,

Defendant and Third-Party Plaintiff,

-vs-

CHAMBERS, CAMPBELL, ISAACSON & CHAPLIN, INC.,

Third-Party Defendant.

SETTLEMENT AGREEMENT

Plaintiff, U-Haul of New Mexico, Inc. and Defendant, Southwest Kenworth, Inc. hereby enter into the following Settlement Agreement with respect to all issues involved in this litigation:

1. Plaintiff and Defendant agree that Chambers, Campbell, Isaacson & Chaplin, Inc., Third-Party Defendant herein, is not a participatory party to this settlement and the litigation as against such Third-Party Defendant may be dismissed with prejudice.

2. In consideration of Plaintiff's dismissal of its complaint against Defendant, Defendant hereby agrees to permit the construction upon its property of a 12 inch diameter concrete pipe storm drain line approximately 530 feet long from approximately 10 feet east of the Plaintiff's west property line to the drainage ditch on the east side of the Par 30 Urban Freeway located to the west of Defendant's property. Included in this construction shall be two each concrete catch basins, 2 feet by 2 feet with grate tops, one located at the east end of the drain line on Plaintiff's property and one located approximately mid-way on Defendant's property in the asphalt parking area of Defendant's property. Also included in this construction will be a concrete head wall 3 feet by 2 feet six inches at the west end of the drain line in the ditch.

G E I V E

OCT 21 1973

739 234



3. The parties agree that J & K Trenching and Excavating Company, Inc. of Albuquerque, New Mexico shall furnish labor, equipment and material to construct the above storm drain line and catch basins and that the approximate cost of such construction will be \$4,000.00.

4. The parties agree that of the actual cost for construction of the storm drain line and catch basins, the Plaintiff, U-Haul of New Mexico, Inc. shall pay 33 1/3 (Thirty-Three and one third) percent and the Defendant, Southwest Kenworth, Inc. shall pay 66 2/3 (Sixty-Six and two thirds) percent.

5. The parties agree that the Plaintiff, U-Haul of New Mexico, Inc. shall be responsible for the maintenance of the drain line and catch basins at its own expense, but that the Defendant, Southwest Kenworth, Inc. shall allow the Plaintiff reasonable access to its property for such purposes. Such "reasonable access" shall, in the future, remain a covenant and easement running with the land of Southwest Kenworth, Inc. and shall not be conveyed by Southwest Kenworth, Inc. without either the written consent and approval of U-Haul of New Mexico, Inc., its successors or assigns, or a declaration in any deed of conveyance of the property of Southwest Kenworth, Inc. reflecting the existence of such easement and covenant in perpetuity.

6. The parties agree that any damage occasioned to the property of Southwest Kenworth, Inc. as a result of the construction of the storm drain line and catch basins described herein above and which damage is not otherwise reasonably contemplated by the construction contract with J & K Trenching and Excavating Company, Inc., shall be, in effect, a matter for such damage is concerned, a matter between J & K Trenching and Excavating Company, Inc. and U-Haul of New Mexico, Inc. shall hold Plaintiff, U-Haul of New Mexico, Inc. harmless.

7. The parties agree that any damage occasioned to the property of U-Haul of New Mexico, Inc. as a result of the construction of the

storm drain line and catch basins described herein, shown and which damage is not otherwise reasonably contemplated by the construction contract with J & R Trenching and Excavating Company, Inc., shall be, insofar as any liability for such damage is concerned, a matter between U-Haul of New Mexico, Inc. and J & R Trenching and Excavating Company, Inc. and U-Haul of New Mexico, Inc. shall hold Defendant, Southwest Kenworth, Inc. harmless therefrom.

8. The parties agree that each shall bear its own respective costs of Court and attorneys' fees in connection with the instant litigation.

9. In connection with the construction of the storm drain line and catch basins described herein above, the parties agree that each is relying upon the representations and expertise of the engineering department of J & R Trenching and Excavating Company, Inc. with respect to the design and capacity of such drain line. Neither party acknowledges or represents that the drain line so constructed will be sufficient to carry all run-off of water from the Plaintiff's property through the Defendant's property into the drainage ditch on the east side of the Pan American Freeway. Further, neither party acknowledges or represents, in connection with this settlement, that either party is liable for the conditions set forth in the complaint and the Defendant, Southwest Kenworth, Inc., specifically disclaims any such allegations of liability.

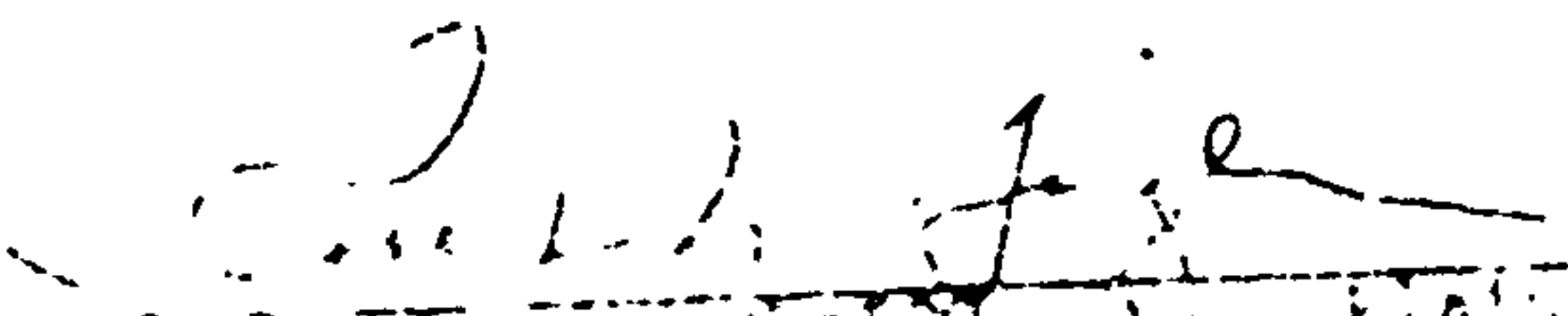
10. Southwest Kenworth, Inc. acknowledges that it has received an estimate and agreement from J & R Trenching and Excavating Company, Inc. dated May 11, 1976 with regard to the construction of the storm drain line and catch basins described herein above. Upon execution of the estimate and agreement, Southwest Kenworth, Inc. will also execute the estimate and agreement and accept the same on behalf of J & R Trenching and Excavating Company, Inc. in the manner and form described herein above, and the same shall be a part of the record in this case.

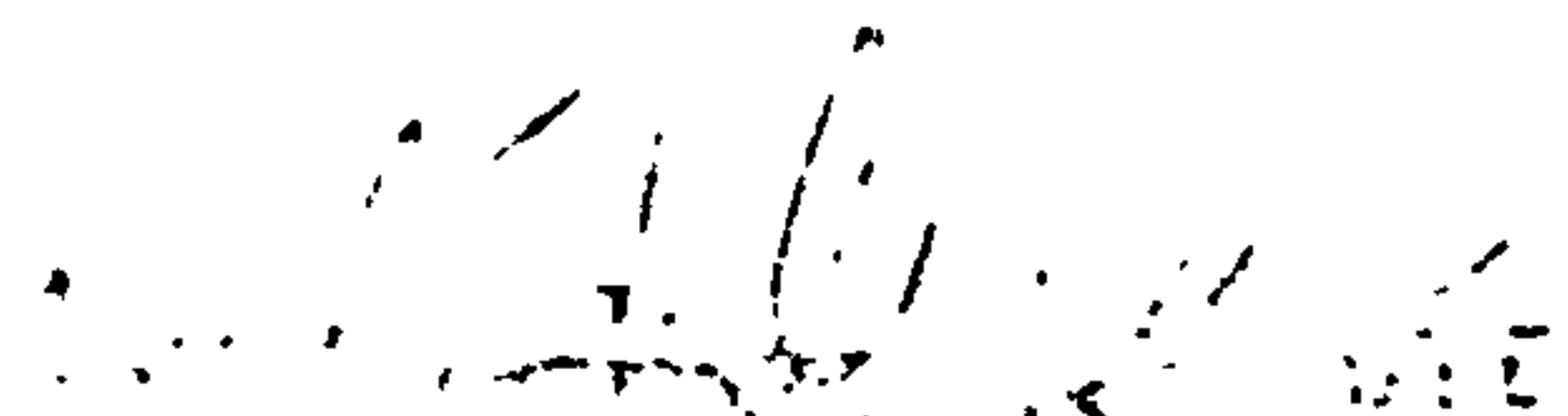


Thereafter, and upon completion of the work according to the plans and specifications submitted by J & R Trenching and Excavating Company, Inc. and upon acceptance of such work by Southwest Kemworth, Inc., Plaintiff, U-Baul of New Mexico, Inc. will tender to Southwest Kemworth, Inc. its check in the amount of 1/3 (one third) of the price of construction, or at such sooner time as may be required by the contractor. Any guarantees or warranties given by the contractor in connection with this project or imposed upon the contractor by operation of law shall inure to the benefit of both Plaintiff and Defendant herein. In the event of future litigation against the contractor as a result of this project, no defense of privity shall be valid as between the Plaintiff and Defendant herein. And Defendant, Southwest Kemworth, Inc. shall assign as needed, all of its right, title and interest in and to the contract with J & R Trenching and Excavating Company, Inc. and/or the project in question to the extent necessary to allow the Plaintiff to maintain standing in lieu of privity, or in substitution thereof, in connection with any such litigation.

11. The parties represent that this agreement sets forth the entire understanding between them with respect to settlement of this litigation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement through and with concurrence of counsel.

  
\_\_\_\_\_  
PLAINTIFF  
J. R. SINGER, Attorney

  
\_\_\_\_\_  
DEFENDANT  
J. R. SINGER, Attorney