



New Mexico and Arizona Land Company

6100 Indian School, N.E. • Suite 120 • Albuquerque, New Mexico 87110 • (505) 881-6644

December 3, 1982

Mr. Fred J. Aguirre, P.E.
Civil Engineer/Hydrology
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Reference: NZ Uptown Office Building
6100 Indian School Road, NE
Drainage Inspection (J18-D7)

Dear Mr. Aguirre,

As a result of my discussion and site inspection with Fanning/Bard Architects on November 29, 1982, this office approves the listed variances from the original grading and drainage plan. Specifically, we approve items 2 and 3 of your letter to Fanning/Bard Architects of November 23, 1982. It is our feeling that these changes do not alter the overall drainage concept.

Sincerely,

Charles B. Jones, Project Manager
New Mexico and Arizona Land Company



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 23, 1982

Mr. Chris Bard
Fanning/Bard Architects
110 Amherst Drive SE
Albuquerque, New Mexico 87106

Re: 6100 Indian School Road NE - Drainage Inspection (J18-D7)

Dear Bard:

With respect to our discussion on 11/16/82, the referenced site was surveyed and the following is a list of items at variance with the approved plan dated 7/15/81.

1. The required retaining wall elevations at the channel entrance from Indian School Road was not constructed per plan. (survey available at our office).
2. The required grading for the landscaping around the building was not graded per plan. The landscaping slopes towards the structure thus allowing runoff (landscaping or storm water) to enter the basement.

Note: This grade change is acceptable to this office, since it does not affect the drainage concept, if the owner concurs with the change.

3. Ten-2" diameter drain pipes were constructed as opposed to the Fourteen-4" diameter drain pipes required by plan.

Note: Again, this office has no objections as long as the owner agrees with this change.

4. Roof and basement drains were not constructed per plan.

Note: Submit a revised C-2 sheet reflecting these changes.

In view of the changes outlined above, this office must require a revised plan prepared by your engineer incorporating the changes discussed above. Included with this plan must be recommendations on how to bring the site into compliance with the approved drainage concept.

If you have any questions regarding the referenced subject, please feel free to call me at 766-7644.

Sincerely,

Fred J. Aguirre, PE
Civil Engineer/Hydrology
MUNICIPAL DEVELOPMENT DEPARTMENT

FJA/el
cc: Robert Menk

Richard S. Heller, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

REAL PROPERTY ENCROACHMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 19____,
by and between the City of Albuquerque, a New Mexico municipal
corporation, (City) and New Mexico and Arizona Land Company (User).

RECITAL

The User is the owner of certain real property located at _____
in Albuquerque, New Mexico, and more particularly described as follows:

Tract D-6, Unit 2-A, Dale J. Bellamah's Jeannedale
An addition to the City of Albuquerque, New Mexico

The City is the owner of certain real property, easement,
or public right-of-way adjoining or abutting the above described
property of the user. The User wishes to encroach upon the
City's property by constructing an improvement thereon or has
already encroached upon the City property as follows:

Construct a parking area adjoining an office building on the northerly 27'
of the 60' drainage easement which runs entire length of the southern
side of this property.

A sketch of the proposed or existing improvement is attached
hereto and made a part of this Agreement.

The City is agreeable to the encroachment of said improve-
ment provided that the User comply with the provisions and
covenants contained herein.

NOW THEREFORE, in consideration of the mutual covenants
contained herein, it is agreed by and between the City and User
that the User may construct and/or maintain, at his own expense,
the improvement described herein.

RESPONSIBILITY

The User shall be responsible for the construction and/or
maintenance of said improvement and it shall conform to all
laws and ordinances and administrative regulations applicable
thereto. Said improvement shall not constitute a hazard to the
health or safety of the general public and shall not interfere
with the City's use of the property.

INDEMNIFICATION AND HOLD HARMLESS

The User shall agree to defend, indemnify, and hold harm-
less, the City, its officials, agents and employees from and

against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arising from the encroachment by the User or the User's failure to maintain, modify, or remove the encroachment under this Agreement.

REMOVAL

The User shall remove, modify, maintain, or cause same to be done and cause the premises to be returned to its original condition within TWENTY-ONE (21) DAYS after receipt of written Notice from the City. Notice shall be considered to have been received within six days after the notice is mailed if there is no actual evidence of receipt. In the event the User shall fail to comply with the Notice after the receipt of same, the City may undertake the project, at the expense of the User, and enter upon the property of the User as may be necessary to do so. The City shall assess the charge for same and any other expenses and damages arising therefrom to the User and file a lien therefor on the real property of the User.

LIABILITY

The City shall not be liable for any damages to the User's property or the improvement that may result from the maintenance, removal or any modification of the improvement.

NOTICE

The written notice provided for herein shall be accomplished by mailing same to:

New Mexico and Arizona Land Company
1614 East Indian School Road
Phoenix, Arizona 85016

The User may change said address by giving written notice, certified mail, return receipt requested, to the City Engineer, at 400 Marquette, N.E., Albuquerque, New Mexico 87102.

COVENANT RUNNING WITH THE PROPERTY

The obligation of the User set forth herein shall be binding upon the User, his heirs, and assigns, and the property of the User as described herein and will run with said property until released by the City.

By: Robert L. Monk

Title: Chairman & Chief Exec. Off.
New Mexico & Arizona Land Co.

REVIEWED BY THE LEGAL
DEPARTMENT:

Marcel W. Delaney
Assistant City Attorney

CITY OF ALBUQUERQUE

John J. [Signature]
B.C. Chief Administrative Officer
C.M.E.

ATTEST:

Carrie Ludi
Deputy City Clerk

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this
17TH day of AUGUST, 1981, by
Robert L. Munk, Chairman and Chief Exec. Officer, of
(Name of Officer) (Title)
New Mexico D. Arizona Land Co., a ARIZONA
(Name of Corporation) (State of Incorporation)

corporation, on behalf of said corporation.

Margaret Overstreet
Notary Public

My Commission expires:

12-1-82

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

The foregoing instrument was acknowledged before me this
day of _____, 19__ by _____

(Name Of Acknowledging Partner or Partners)

On behalf of _____

(Name of Partnership)

a partnership.

My Commission Expires:

Notary Public

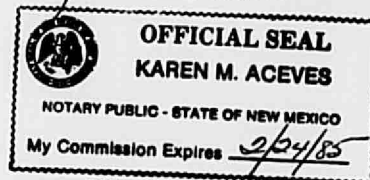
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me by
JAMES C. JARAMILLO on this 20th day of August, 1981.

Karen M. Aceves
Notary Public

My Commission Expires:

2/24/85



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

The foregoing instrument was acknowledged before me on this
day of _____, by _____

Chief Administrative Officer of the City of Albuquerque, municipal
corporation, on behalf of said corporation.

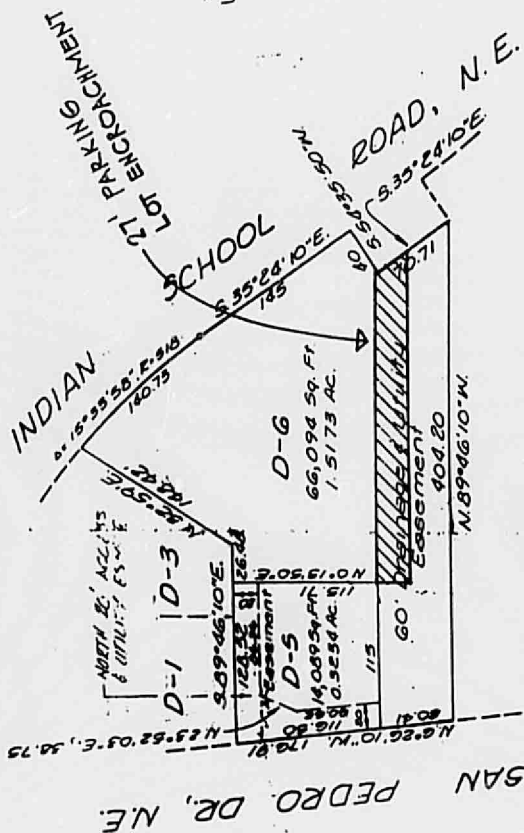
Notary Public

My Commission Expires:

LEGAL DESCRIPTION

TRACT D-6, UNIT 2-A
DALE J. BELLAMAH'S JEANNEDALE
AN ADDITION TO THE CITY OF ALBUQUERQUE, N.M.

Clerk & Recorder
Deputy Clerk



Scale: 1"=100'

DEDICATION:

THE UNDERSIGNED OWNERS OF THE LAND HEREON SHOWN DO HEREBY CONSENT TO THE RE-PLAT OF THE LAND HEREON SHOWN, TRACT D-6, UNIT 2-A, DALE J. BELLAMAH'S JEANNEDALE, AN ADDITION TO THE CITY OF ALBUQUERQUE, N.M., NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, N.M., MEXICO, ON OCT. 26, 1972, NOW COMPRISING TRACTS D-6, D-5, D-3, D-1, AND HEREBY CERTIFY THAT THIS RE-PLAT IS THEIR FREE, ACT AND DEED.

DALE BELLAMAH LAND CO., INC.

G.E. BOYLE

RAVIS B. SHAW ASSISTANT SECRETARY

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR

AUG 28 10 42 AM '81

BK TERRY C. CULP
CO. CLERK & R. CORDER
DEPUTY