

FILE COPY



KEN SCHULTZ
MAYOR

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 29, 1988

John Esquibel, P.E.
A & E Engineering
1330 San Pedro Drive, NE #208
Albuquerque, New Mexico 87110

RE: GRADING & DRAINAGE PLAN SUBMITTAL OF NEW MEXICO ARTS SUPPLY &
UNM ARCHITECTURE ANNEX PARKING RECEIVED NOVEMBER 10, 1988 FOR
FINAL PLAT AND BUILDING PERMIT APPROVAL (K-16/D31)

Dear Mr. Esquibel:

The above referenced submittal, revised 11/10/88, is approved for Building Permit and Final Plat approval. Prior to Hydrology's sign off of the Building Permit, the License Agreement for paving of the alley must be executed.

The Final Plat will need to contain reciprocal drainage easements to allow cross lot surface sheet flow as shown on the approved Drainage Plan.

If you have any further questions call me at 768-2650.

Cordially,

Roger A. Green, P.E.
C.E./ Hydrology Section

xc: Ian Shultz, Cherry/See Architects

1/23/89 - processed AGREEMENT & RETURNED COVENANT. MUST
USE "PRIVATE FACILITY DRAINAGE COVENANT" FOR PRIVATE
CROSS-LOT DRAINAGE.

RAG/(WP+870)

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of New Mexico," "partnership":] Regents of University of New Mexico & Bobby A. Langell,
(New Mexico Art Supply). ("Owner"),
whose address is 108 Stanford Dr. S.E., and
the City of Albuquerque, a New Mexico municipal corporation
("City"), whose address is P. O. Box 1293, Albuquerque, New
Mexico 87103, is made in Albuquerque, Bernalillo County, New
Mexico and is entered into as of the date Owner signs this
Covenant.

1. Recital. The Owner is the owner of the following
described real property located at [give legal description, and
street address:] 108 Stanford Dr. S.E.-- Lots 1-4 Inclusive, Block 16, University
Heights Addition, Recorded on Feb. 07, 1916.

in Bernalillo County, New Mexico (the "Property").

Pursuant to City ordinances, regulations and other
applicable laws, the Owner is required to construct and
maintain certain drainage facilities on the Property, and the
parties wish to enter into this Covenant to establish the
obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facility.
The Owner shall construct the following "Drainage Facility"
within the Property at the Owner's sole expense in accordance
with the standards, plans and specifications approved by the
City:

The Owners shall construct a parking lot on lots 3&4 and a portion of lot 2, all
of which will have free discharge in a sheet flow manner into Stanford Dr. S.E.
The Drainage Facility is more particularly described in Exhibit
A attached hereto and made a part hereof.

3. Maintenance of Drainage Facility. The Owner shall
maintain the Drainage Facility at the Owner's sole cost in
accordance with the approved Drainage Report and plans.

4. Benefit to Property. The Owner acknowledges and
understands that the Drainage Facility required herein to be
constructed on the Owner's property is for the private benefit

and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. UNM's agreement under this paragraph is limited by the New Mexico Tort Claims Act.

8. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's Property for improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's Property and constitute covenants running with the Owner's

Property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with the concurrence of the City Engineer.

10. Entire Covenant. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

11. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

OWNER:

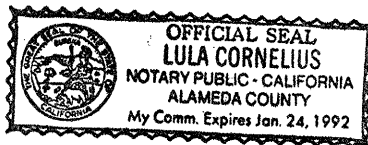
By: Bobby G. Dangel
Its: _____
Dated: Jan. 30, 89

STATE OF California)
COUNTY OF Alameda) ss

The foregoing instrument was acknowledged before me this 30th day of January, 1989, by [name of person signing:] Bobby G. Dangel, [title or capacity, for instance, "President" or "Owner":] Owner of [name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:] single.

Lula Cornelius
Notary Public

My Commission Expires: _____



[EXHIBIT A ATTACHED]

OWNER:

By: David L. Mc Kinney

Its: Vice President for Business & Finance

Dated: 2-24-89

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 24th day of February, 1989, by [name of person signing:] David L. Mc Kinney, [title or capacity, for instance, "President" or "Owner":] Vice President for Business & Finance of [name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:] for the Regents of the University of New Mexico.

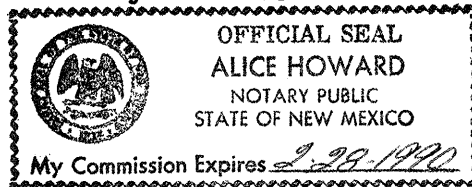
Alice Howard
Notary Public

My Commission Expires:

Feb. 28, 1990

CITY OF ALBUQUERQUE:

Accepted:



By: _____
Title: _____
Dated: _____

[EXHIBIT A ATTACHED]

88F

APPROVED AS TO FORM
LEGAL DEPT. 8/19/88

899082

AGREEMENT AND COVENANT

8900804
K16-010
525

This agreement and covenant, between the City of Albuquerque, New Mexico ("City") and Bobby A. Langell (New Mexico Art Supply) ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at 2510 Central Ave. S.E., in Albuquerque, New Mexico, and more particularly described as:

A portion of lots 1-4 inclusive, Block 16, University Heights Addition, an addition to the City of Albuquerque, New Mexico, as the same as shown on the recorded Plat, filed in the office of the County Clerk of Bernalillo County, New Mexico on Feb. 07, 1916.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

A 16' wide Alley, lying between Stanford Dr. S.E. and Columbia Dr. S.E., and abutting the above mentioned Real Estate and lying on the South side of East Central Ave., said improvements to be constructed on a 100' x 16' strip of the above mentioned alley.

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

A 100' x 16' strip of temporary asphalt alley, to be constructed per City of Albuquerque Standards, as shown on the Grading and Drainage Plan approved by The City of Albuquerque and also as shown on the attached sketch and shall be known as Exhibit "A".

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The

User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City and attached as Exhibit B. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 60 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This agreement may be cancelled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

10. Notice. For purposes of giving formal written notice to the User, User's address is:

Bobby A. Langell
2510 Central Ave. S.E.
Albuquerque, New Mexico 87106

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 6 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User agrees to defend, indemnify and hold harmless 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 as a result of User's use of the City's Property.

12. Term. This agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs, assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. Entire Agreement. This agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. Changes to Agreement. Changes to this agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this agreement is held to be invalid or unenforceable, the remainder of the agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this agreement are not part of this agreement and will not affect the meaning or construction of any of its provisions.

CITY OF ALBUQUERQUE

Approved By:

Clara V. Pittman
Chief Administrative Officer
Dated: 1/26/89

ATTEST:

N/A
City Clerk

USER:

Bobby A. Langell
Bobby A. Langell (New Mexico Art Supply)
DEC 13, 88

Approved as to form:

Patricia A. Ladd
Assistant City Attorney

Reviewed by:

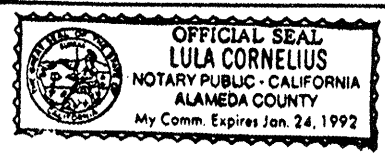
James M. O'Connell
City Attorney

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 13th day of December, 1988, by Bobby Langell (User)

Lula Cornelius
Notary Public

My commission expires:



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

The foregoing instrument was acknowledged before me
this 26th day of January, 1989, by Clarence Lithgow Chief
Administrative Officer of the City of Albuquerque, a municipal
corporation, on behalf of said corporation.

Dalores R. Martinez
Notary Public

My commission expires:

10-31-92

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

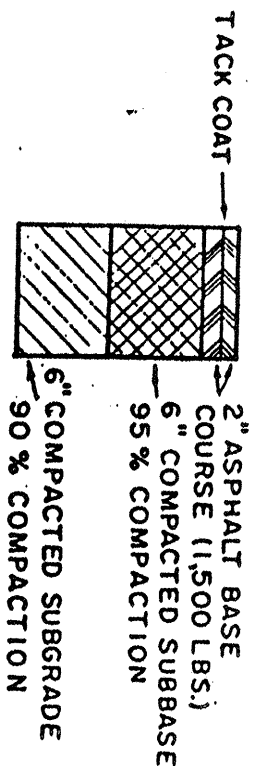
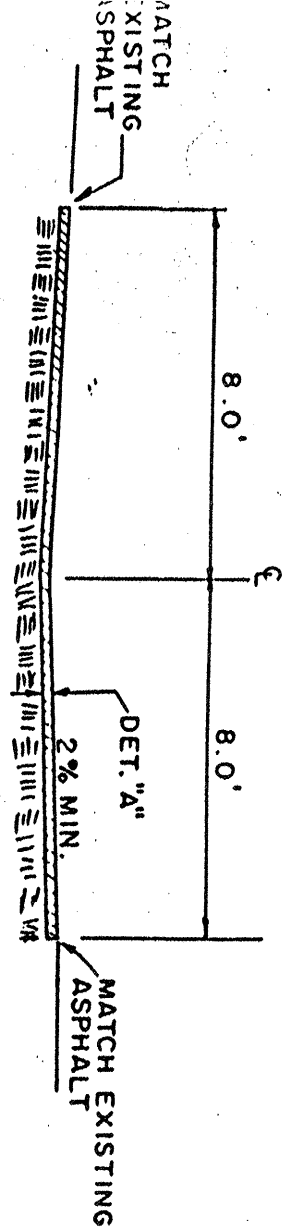
89 FEB -6 AM 9: 53

Mae 710-A PG 525-531
-6 GLADYS M. DAVIS
CLERK & RECORDER
[Signature] DEPUTY

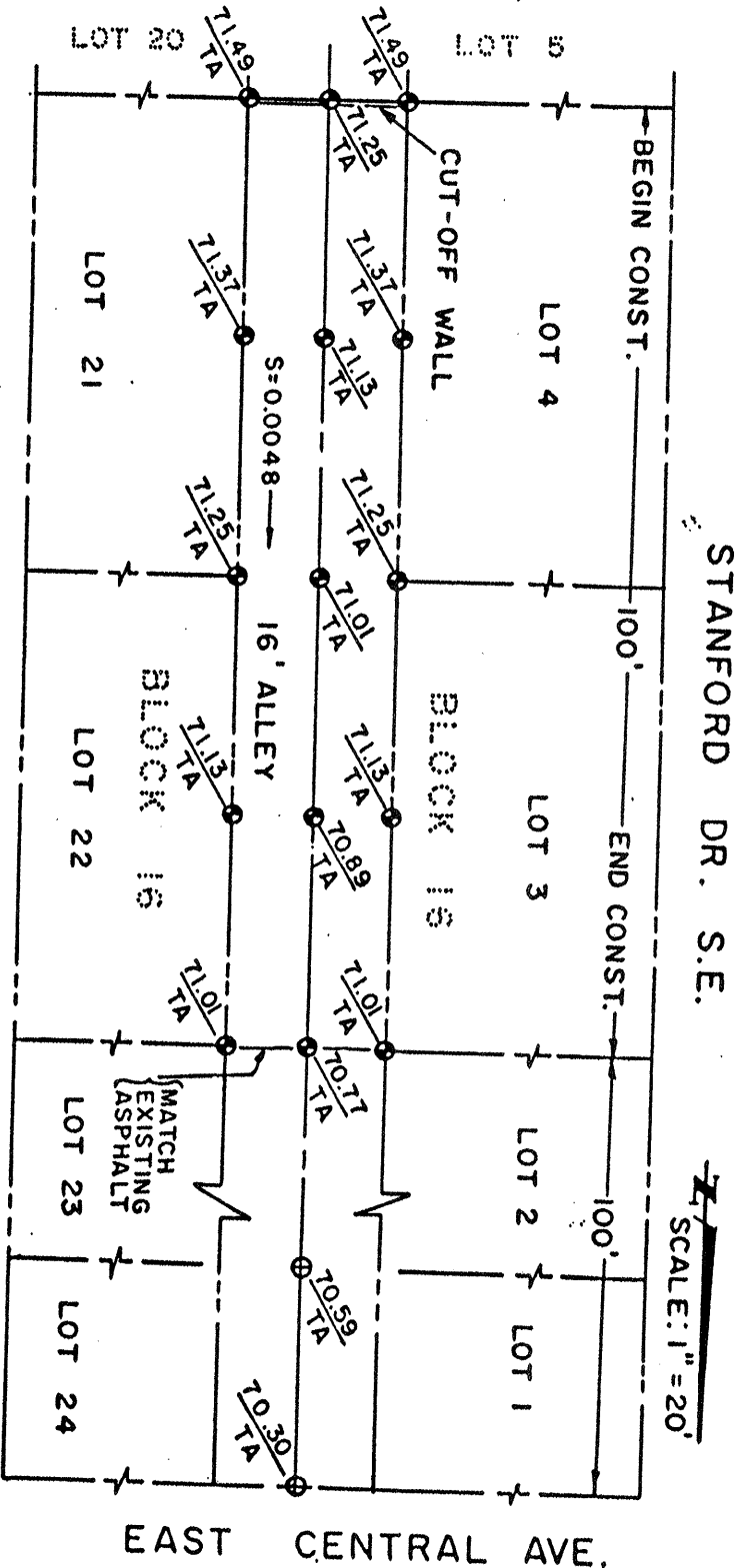
2-3-86

EXHIBIT "A"
AGREEMENT AND COVENANT

SKETCH OF PROPOSED OR EXISTING IMPROVEMENT



- PROPOSED SPOT ELEVATION
- ⊕ EXISTING SPOT ELEVATION



COLUMBIA DR. S.E.

531

EXHIBIT "B"
AGREEMENT AND COVENANT

ATTACHMENT TO AGREEMENT AND COVENANT FOR _____
TO PLACE PAVING IN THE ALLEY BETWEEN Stanford Dr. S.E.
and Columbia Dr. S.E. from The South side of Lots 4 & 21 of Block 16 to
the North side of Lots 3 and 22 of Block 16 University Heights Addition.

DATED: _____

DESIGN AND CONSTRUCTION STANDARDS REQUIRED

1. Paving shall be placed on grades approved by the City Engineer. Reference City ~~Project~~ No. K-16/D31.
DRAINAGE FILE
2. Paving section shall consist of graded and compacted subgrade and two (2) inches of asphaltic concrete surface course conforming to the requirements of City of Albuquerque ~~Interim~~ Standard Specifications for Public Works Construction, 1986. Pavement shall be minimum 1500 pound Marshall Stability.
3. Pavement surface shall be finished free of surface ponding and shall be free draining.

MAINTENANCE REQUIREMENTS AND STANDARDS

1. Pavement surface provided shall be maintained in a sound condition free from ponding, chuckholes, pavement breaks and in a safe condition.
2. And defects creating a hazardous condition to traffic shall immediately be repaired to the satisfaction of the City Engineer by the User at no cost to the City.



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 6, 1988

Bobby A. Langell
New Mexico Art Supply
2510 Central Ave. S.E.
Albuquerque, NM 87106

RE: 100' x 16' TEMPORARY ASPHALT ALLEY, LOTS 1-4, BLOCK 16, UNIVERSITY HEIGHTS ADDITION

Dear Mr. Langell:

Enclosed please find an executed copy of the Agreement and Covenant for the above referenced project.

If I can be of further assistance, please do not hesitate to contact me at 768-2515.

Sincerely,

Terry Shultz, Acting Project Administrator
Design Review Section/PWD-Engineering

DG/trs
(3583E)

cc: Fred Aguirre, Hydrology
File

PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

DRAINAGE INFORMATION SHEET

PROJECT TITLE: New Mexico Art Supply & UNM
Annexe Parking lot extension ZONE ATLAS/DRNG. FILE #: K-16-Z
 LEGAL DESCRIPTION: Lots 1 thru 4 Inclusive, Block 16, University Heights Addition
 CITY ADDRESS: 108 Stanford Dr.

ENGINEERING FIRM: A & E Engineering Inc. CONTACT: John F. Esquibel
 ADDRESS: 1330 San Pedro N.E., Suite 208 PHONE: 266-8791

OWNER: New Mexico Art Supply CONTACT: _____
 ADDRESS: 2510 Central Ave. S.E. PHONE: 265-3733

ARCHITECT: Edith Cherry D. James See & Ass. Arch. CONTACT: Ian Shultz
 ADDRESS: 220-A Gold S.W. PHONE: 842-1278

SURVEYOR: A & E Engineering Inc. CONTACT: John F. Esquibel
 ADDRESS: 1330 San Pedro N.E., Suite 208 PHONE: 266-8791

CONTRACTOR: N/A CONTACT: _____
 ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☐ YES
☐ NO
☐ COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED
 MAR 08 1989
 REGISTERED
 HYDROLOGY SECTION

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)

DATE SUBMITTED: March 8, 1989
 BY: A & E Engineering Inc.

