

DEVELOPMENT REVIEW BOARD SUPPLEMENTAL SUBMITTAL

(Deadline is Friday at noon unless noted on DRB calendar – late submittals will not be accepted unless approved by the DRB)

PROJECT NO. PR-2020-004820
Application No. SI-2020-001468
TO: X Planning Department/Chair X Hydrology X Transportation Development X ABCWUA X Code Enforcement X Parks & Rec *(Please attach this sheet with each collated set for each board member)
NOTE: ELECTRONIC VERSION (ie disk, thumbdrive) is Required. Submittal will not be accepted without.
DRB SCHEDULED HEARING DATE: 5/26/21 HEARING DATE OF DEFERRAL: 4/21/21
SUBMITTAL DESCRIPTION: Updated site plan set, comment response memo, current infrastructure list, and supporting exhibits.
CONTACT NAME: Michael Vos, AICP or Jim Strozier, FAICP
TELEPHONE: (505) 764-9801 EMAIL: vos@consensusplanning.com or cp@consensusplanning.com



Memorandum

To: Jolene Wolfley and DRB Members, City of Albuquerque

From: Michael Vos, AICP, Consensus Planning, Inc.

Date: May 21, 2021

Re: Hotel Circle Ramada Apartment Conversion (PR-2020-004820)

This memo provides updates on the proposed apartment conversion based on the comments received at the April 21, 2021 DRB meeting. All comments from Planning, Hydrology, Code Enforcement, and Parks & Recreation have been addressed. The remaining comments from Transportation and the Water Authority are below with responses, as noted.

Transportation Development

- Include a shared access agreement with adjacent neighbor. Coordinate with neighbor on driveway prior to the work order. (In the notes section for the Infrastructure List, add note mentioning that agreement with adjacent property owner is needed prior to driveway reconfiguration.)
 - a. A draft agreement has been prepared and is being coordinated and reviewed between the Applicant and adjacent neighbor. The infrastructure list has been updated with the requested note regarding this agreement. Copies of the draft agreement and infrastructure list are attached. Jeanne Wolfenbarger has agreed that this may be a delegated item. We would request that Planning check for this agreement along with the recorded infrastructure improvements agreement and Solid Waste signature, to allow for approval of the Site Plan with delegation to the Water Authority as well.

ABCWUA

- 1. The requested potholing for the onsite water transmission line is required. This line serves several thousand customers and approval of this site plan cannot be granted without assurance that the line can be reasonably maintained. This includes documentation of the pipe centerline and depth with a potholed verification. The waterline serves several thousand customers and operates in excess of 100 PSI. This remains a major concern that prevents approval of this site plan until resolved.
 - a. The requested potholing was completed, and exhibits showing the location of the waterline in relation to the existing building encroachments have been provided to the Water Authority. These exhibits are attached to the draft encroachment agreement prepared by the Water Authority, which is under review by their legal staff and the Applicant/owner. We would respectfully request delegation with a Condition of Approval that this agreement be finalized and signed by the current owner prior to sign-off on the Site Plan by the Water Authority.
- 2. PREVIOUS COMMENT: Availability statement #201213 is in holding as a fire one plan is required.

UPDATE: The fire one plan has been received with this submittal and has been provided for inclusion in the availability statement review.

- a. The signed Water and Sewer Availability Statement was issued on May 19th. A copy is included in this supplemental submittal.
- 3. PREVIOUS COMMENT: For information only.

Currently the single account for the property is for commercial. Given that the use is changing from hotel to multi-family residential, the account shall be adjusted to reflect the multi-family customer class.

i. Applicant acknowledged in response to comments and indicated this will take place in the redevelopment process.

With the removal of the restaurant from the plan, a separate account for the commercial class may still be required, depending on the use of the proposed space. Upon proposed use of this space, ABCWUA approval is required and a separate account and metered connection may be required.

a. Understood.

RECIPRICAL ACCESS AGREEMENT

This agreement is entered into between Mountain Classic Real Estate (MCRE), owner of Tract 4B1, Horne Development Addition, City of Albuquerque, County of Bernalillo, State of New Mexico and Mr. Kelly Perryman, owner of Parcel 4-A(3A)1, Horne Development Addition, City of Albuquerque, County of Bernalillo, State of New Mexico.

The owner of Tract 4B1 has submitted a Site Plan – DRB to the City of Albuquerque for review and approval. As a part of this review, the City Traffic Engineer has required the owner of Tract 4B1 to coordinate with and obtain an agreement regarding the use of the portion of the adjacent property (Parcel 4-A(3A)1) that is southeast of the existing fence (private access) associated with the use of Tract 4B1. In addition, the City has required that the owner of Tract 4B1 make improvements to their northern entry drive to Hotel Circle NE, which is currently a part of a large, shared driveway curb cut serving both properties.

The parties have an interest in adjoining real estate situated in the City of Albuquerque, County of Bernalillo, State of New Mexico and described as follows:

Tract 4B1 located at 25 Hotel Circle NE and Parcel 4-A(3A)-1 located at 10300 Hotel Circle NE

The parties desire to create an agreement for improvements to and maintenance of the private access along the southeastern common property line that lies south of the existing fence and the northern entry drive for Tract 4B1 to Hotel Circle NE; and therefore, agree as follows:

A private access in favor of Tract 4B1, owned by MCRE, is agreed to over the strip of land 7.5 feet wide along the southeasterly property line of Parcel 4-A(3A)-1 (southeast of the existing fence), owned by Mr. Kelly Perryman, for the purpose of creating a private access 7.5 feet wide for the benefit of both of Tract 4B1.

The maintenance of the property referenced above and located southeast of the existing fence and the driveway improvements to Hotel Circle located on Tract 4B1 shall be the responsibility of the owner of Tract 4B1.

The parties further agree that the improvements required by the City of Albuquerque to the entry drive onto Hotel Circle NE are appropriate and benefit both parties by providing a safe and efficient access for both properties and that all improvements shall be constructed and maintained by the owner of Tract 4B1.

This agreement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that it is a covenant that shall run with the land.

In witness whereof, the parties hereto have executed this agreement as follows:
ACKNOWLEDGED: April XX, 2021 by MCRE:
Signed:
Printed Name and Title:
WITNESSED: STATE OF NEW MEXICO, COUNTY OF BERNALILLO
On this XX day of April 2021, before me personally appeared, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed.
Notary 1st Party
My Commission Expires

Signed: _______ Printed Name and Title: ______ WITNESSED: STATE OF NEW MEXICO, COUNTY OF BERNALILLO On this XX day of April 2021, before me personally appeared, and to me known to be the person described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. ______ Notary 2nd Party My Commission Expires ______ Notary 2nd Party

ACKNOWLEDGED: April XX, 2021 by Mr. Kelly Perryman:

Current DRC				FIGURE 12		Date	Submitted:	5-Mar-21	
Project Number: _		-				Date Site Plan	Approved:		
			<u>INFR/</u>	ASTRUCTURE LIST		Date Preliminary Plat	Approved:		
				(Rev. 2-16-18)		Date Preliminary Pl	lat Expires:		
				EXHIBIT "A"		DRB F	Project No.:	SI-2020-001468	i
			TO SUBDIVISION	IMPROVEMENTS AGREEME	ENT	DRB Appli	cation No.:	PR-2020-0048	320
			DEVELOPMENT REVIEW BOARD	D (D.R.B.) REQUIRED INFRA	STRUCTURE LIST				
	-			RE Multi-family Conversi AT AND/OR SITE DEVELOPI					
				-1, Horne Development A RIPTION PRIOR TO PLATTIN		· · · · · · · · · · · · · · · · · · ·			
in the listing and rel the financial guarar	v of the construction of lated financial guaran ntees. All such revision oreseen items which	drawings, if the Itee. Likewise ons require ap	cture required to be constructed or financially e DRC Chair determines that appurtenant iten i, if the DRC Chair determines that appurtenal proval by the DRC Chair, the User Department onstruction which are necessary to complete to the construction which are necessary to the construction which	ns and/or unforeseen items ha nt or non-essential items can b nt and agent/owner. If such a	ve not been included in be deleted from the listin porovals are obtained the	the infrastructure listing, the g, those items may be deleted to the listing to the listing.	e DRC Chai ted as well a will be incor as a condition	r may include to as the related p porated admin on of project ac	those items portions of histratively. cceptance
Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From	То		struction Cer ivate P.E.	City Cnst Engineer
DRC #	DRC #								
		4'	ADA Accessible Way	Hotel Circle	SE Entrance		/	1	/
		24'	PCC Drivepad Modifiations (reduction from 39' wide drvpd.)	Hotel Circle	NW Entrance		,		
		6"	Public FH to Prv't Fire Line	Interior Site - 6" WL leg	Exist FH Location		/		
		6"	Add Public Valve to Exist 6" Stub	Interior Site - 6" WL stub off of 36" WL	Exist. 6" stub - NE		/		
		4"	Re-striping for a 150 feet storage length plus transition length	Hotel Circle/Morris	Lomas Stop Bar	200'± South	/		
							/		/
								/	/
							1		/

The items listed b	elow are on the C elow are subject t	CIP and approve o the standard S	ed for Impact Fee credits. Signatures from SIA requirements.	m the Impact Fee Admini	strator and the City User De	partment is required	prior to DRB approval of t	his listing.
Financially	Constructed						Construction Cer	tification
Guaranteed	Under	Size	Type of Improvement	Location	From	То	Private	City Cnst
DRC #	DRC #						Inspector P.E.	Engineer
							1	1
							/ /	1
					Approval of Creditable	Items:	Approval of Creditable	Items:
					Impact Fee Admistrato	r Signature Date	City User Dept. Signat	ure Date
				NOTES				
		If the site	is located in a floodplain, then the financi	ial guarantee will not be	eleased until the LOMR is a	pproved by FEMA.		
			Street lig	ghts per City rquirements				
1 ,	Adjacent property ov	wner agreement v	will be provided prior to the construction of th	ne NW 24-foot wide drivewa	av and modification.			
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A	GENT / OWNER			DEVELOPMENT F	REVIEW BOARD MEMBER A	PPROVALS		
Fred C. Arfma	ın, PE							
	NAME (print)		DRB CH	AIR - date	- ΡΔΒΙ	S & RECREATION -	date	
	(5115 6112	Air dute	TAIL	NO & HEOHEAHON	· date	
ISAACS	SON & ARFMA	AN, INC.						
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	SIGNATURE - date		UTILITY DEVEL	LOPMENT - date	COD	E ENFORCEMENT -	date	
			CITY ENGI	NEER - date		date		
			DESIGN REV	VIEW COMMITTEE REVIS	IONS			
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	REVISION	DATE	DRC CHAIR	USER DE	PARTMENT	AGE	NT /OWNER	
								\dashv
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PAGE ____ OF ___ (Rev. 2-16-18) May 19, 2021

Chair
Steven Michael Quezada
County of Bernalillo
Commissioner, District 2

Vice Chair
Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Walt Benson County of Bernalillo Commissioner, District 4

Pat Davis
City of Albuquerque
Councilor, District 6

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Timothy M. Keller City of Albuquerque Mayor

Charlene Pyskoty County of Bernalillo Commissioner, District 5

Ex-Officio Member Pablo R. Rael Village of Los Ranchos Board Trustee

Executive Director Mark S. Sanchez

Website www.abcwua.org

Fred Arfman Isaacson & Arfman 128 Monroe St NE Albuquerque, NM 87108

RE: Water and Sanitary Sewer Availability Statement #210314

Project Name: MCRE Multi-Family Conversion

Project Address: 25 Hotel Cir NE

Legal Description: TR 4B1 PLAT FOR TRS 1B1, 1C1, 2A, 4B1, 4C1, 4C2 STA STE NO 3A SO 1/2 TR 3 & PAR 4A1A, 4A2, 4A3A, 4A4A HORNE DEV ADD W/ TRS

1A1 & 1B CONT 5.04 AC UPC: 102105706741220105 Zone Atlas Map: K-21

Dear Mr. Arfman:

Project Description: The subject site is located within the municipal limits of the City of Albuquerque, between Hotel Circle and the I-40 West off-ramp to Eubank Blvd. The proposed development consists of approximately 5.043 acres and the property is currently zoned MX-M for Mixed-Use. The property lies within the Pressure Zone 5E in the Freeway trunk. The request for availability indicates plans to convert an existing hotel to multi-family units.

Existing Conditions: Water infrastructure in the area consists of the following:

- Ten-inch cast iron distribution main (project #03-19-68) along Hotel Cir
- 36-inch concrete cylinder distribution main (project #09-064-63) along public utility easement, through property
- Six-inch PVC distribution main (project # 26-3231-87) along public utility easement, along a portion of southeast frontage

Sanitary sewer infrastructure in the area consists of the following:

- Eight-inch vitrified clay collector line (project #26-3402-88) along Hotel Cir
- Eight-inch vitrified clay collector line (project # 014-304-68) along public easement, along property's northern frontages
- 12-inch vitrified clay collector line (project # 014-304-68) along public utility easement, through property

Water Service: New metered water service to the property can be provided via routine connection to the existing infrastructure. Existing metered service and fire lines that will not be utilized are to be removed by shutting the valve near the distribution main and capping the line near the valve. For fire lines, the valve access shall be grouted and collar removed. Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service.

Sanitary Sewer Service: Sanitary sewer service can be provided via routine connection to the existing infrastructure. All food service establishments must install a grease trap upstream of the domestic private sewer connection prior to discharge into the public sanitary sewer lines.

Fred Arfman Isaacson & Arfman Page 2

Fire Protection: From the request for availability the instantaneous fire flow requirements for the project are 2,375 gallons-per-minute. As modeled using InfoWater™ computer software, the fire flow can be met. Flow was taken from nodes representing hydrants #43, #44, and #45. Any changes to the proposed connection points shall be coordinated through Utility Development. All new required hydrants as well as their exact locations must be determined through the City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service. New fire lines shall connect to six-inch main within lot and by privatizing hydrant leg for fire hydrant #43 and use it as a fire line as shown on utility plan provided to DRB.

Engineer is responsible for determining pressure losses and sizing of the private water line(s) downstream of the public water line to serve the proposed fire hydrants and/or-fire suppression system.

Cross Connection Prevention: Any residential premises having existing private wells and who desire to connect to the public water system shall have two options as follows: 1) Customers shall permanently abandon the use of private wells by plugging the wells as accepted by the Water Authority prior to connecting to the public water system; or 2) Customers who choose to maintain their private wells shall completely sever the private well from the premises' potable plumbing system and shall install a reduced pressure principle backflow prevention assembly approved by the Water Authority at the terminal end of the water service from the public water system (e.g., service connection). Any multifamily dwelling including a clubhouse and/or office is required to have a reduced pressure backflow prevention device for containment. If metered separately, the building that includes a clubhouse and/or office shall have a reduced pressure backflow prevention device. Contact Cross Connection at 289-3454 for more information.

Easements: Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Side yard easements are not acceptable for either water or sanitary sewer. Acceptable easements must be documented prior to approval of service.

This property contains existing structures which encroach upon and ABCWUA easement. Future approvals for this site require resolution of the encroachment with the ABCWUA.

Pro Rata: Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

Design and Construction of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the Water Authority Mini Work Order process for the installation of fire lines and fire hydrants. Construction must be performed by a licensed and bonded public utility contractor.

Costs and Fees: In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is requested and authorized.

Fred Arfman Isaacson & Arfman Page 3

UECs associated with multi-family are determined by the criteria set forth in the Water Authority Rate Ordinance, which is amended from time to time. These specific UECs take into account the number of units within the multi-family development. If the multi-family development includes other amenities such as a clubhouse, fitness center or leasing office that will be metered separately, UECs for these amenities will not be charged as they are included in the multi-family UEC calculation. UECs associated with irrigation meters are not included in the multi-family calculation and shall be paid accordingly. Mixed use development which consists of either commercial, institutional, industrial in combination with multi-family shall provide separate meters for each use. There is a section in the Rate Ordinance for low income housing developments that may provide a discount on UECs which will require documentation as required by the Water Authority, stating that the development does indeed qualify as a low income development. Furthermore, if the development includes both low income and market rate apartments, the same requirements set forth in the Rate Ordinance shall be adhered to.

Water Use: All new commercial developments shall be subject to the requirements for water usage and water conservation requirements as defined by the Water Authority, particularly the Water Waste Ordinance. Where available, outdoor water usage shall utilize reclaimed water.

Closure: This availability statement provides a commitment from the Water Authority to provide services to the development, as long as identified conditions are met. It will remain in effect for a period of one year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at kcadena@abcwua.org if you have questions regarding the information presented herein or need additional information.

Sincerely,

Mark S. Sanchez Executive Director

Enclosures: Infrastructure Maps (2) f/ Availability Statement 210314

210314 - Water



Legend

325

650 Feet



Project Location



Valve



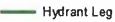
Analysis Point



Hydrant

Pipe SUBTYPE





---- Well Collector Line





210314 - Sanitary Sewer



Legend

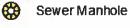
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325

650 Feet



Project Location



Sewer Pipe SUBTYPE

--- COLLECTOR



EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreen	nent ("Agreement") is made on	, 2021
by and between the Albuquerque Bernalillo	County Water Utility Authority, a New	/ Mexico
political subdivision ("Water Authority") and	, a("	Encroaching
Party").		

Commented [CBM1]: Applicant to provide

1. Recitals.

A. The Water Authority is the grantee under a certain easement ("WA Easement") which is described below:

The 20' WATERLINE EASEMENT within Tract 4-B1 of Horne Development Addition as shown on the plat thereof, recorded as Document # 1987064188 in Book C33 Page 187 in the records of the County Clerk of Bernalillo County, New Mexico.

- B. The Encroaching Party is the title owner of real property improvements that encroaches upon the WA Easement and the Encroaching Party wishes to obtain from the Water Authority the right to encroach upon the WA Easement to use the area covered by the WA Easement ("Encroachment Area") that is depicted on Exhibit A—C and described on Exhibit A and Exhibit B, for the purposes set forth in this Agreement.
- C. The Water Authority acknowledges the presence of the existing encroachment and the use of the Encroachment Area for the uses and purposes, upon the terms and conditions set forth in this Agreement.
- 2. <u>Grant of Right to Encroach</u>. The Water Authority grants the Encroaching Party the right to encroach upon the WA Easement to use the Encroachment Area under the terms and conditions set forth herein, and for the purposes and to the extent described below:

The encroaching presence of a residential apartment building with units leased to and occupied by lessees entering into a valid lease agreement with the Encroaching Party, the footprint of which is depicted in Exhibit A-C hereto.

3. <u>Terms and Conditions of the Encroachment</u>.

A. The encroachment by the Encroaching Party in and upon the WA Easement for the purpose of using the Encroachment Area as provided in Paragraph 2 is (1) subject to the terms and conditions of this Agreement, (2) conditioned upon the Encroaching Party's performance of all of the obligations of the Encroaching Party under this Agreement, and (3) subject to and subordinate to the rights of the Water Authority under the WA Easement and the right of the Water Authority to use the Encroachment Area for the purposes and uses specified in the WA Easement.

Commented [CBM2]: Applicant's agents may wish to update these to clean up prior to inclusion in the document

Commented [CBM3]: Should this be stated as hotel building that is to be converted to apartments?

B. To the extent that any construction may or is to take place within the Encroachment Area, the Encroaching Party shall not commence any such construction work within the Encroachment Area until the Water Authority has approved the final development plans.

4. No Waiver of Rights.

- A. By allowing the encroachment upon the WA Easement to use the Encroachment Area, the Water Authority does not waive or relinquish any powers, authority, rights, or benefits that it may have, either expressed or implied, as a New Mexico political subdivision under the laws of New Mexico, including, without limitations, the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978.
- B. By allowing the encroachment upon the WA Easement to use the Encroachment Area, the Water Authority does not waive or relinquish any rights or benefits that it may have, either expressed or implied, under or by reason of the WA Easement, including, without limitation, the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate, and maintain its water and wastewater pipelines, facilities, equipment, fixtures, appurtenances, and structures that are now located or that may in the future be located within, on, over, beneath, through, and across the Encroachment Area.
- 5. <u>Indemnity.</u> The Encroaching Party shall defend, indemnify, and hold harmless the Water Authority, its directors, officers employees, and agents from any and all demands, claims, suits, and actions whatsoever, when such demands, claims, suits or actions directly or indirectly arise out of the existence, construction, maintenance, operation, repair, removal, replacement, condition, use, or presence of the Encroaching Party's improvements within the Encroachment Area, or are caused by, or arise out of the acts or omissions of the Encroaching Party, its officers, employees, or agents. Notwithstanding anything to the contrary in this paragraph, the Encroaching Party shall not be required to defend, indemnify, or hold harmless the Water Authority, its directors, officers, employees, or agents against those claims for personal injuries or damages to property caused by or resulting from, in whole or in part, the negligence, act, or omission of the Water Authority, its directors, officers, employees, or agents. The indemnity required by this paragraph shall not be limited as a result of any applicable insurance coverage.
- 6. <u>Liability</u>. The liability of the Water Authority and the Encroaching Party shall in all cases be subject to the limitations and immunities of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978.
- 7. <u>Waiver of Damages to Encroaching Party's Property</u>. Except as otherwise specifically provided in this Agreement, the Water Authority shall not be liable for any damage caused to the facilities, equipment, structures, improvements, or other property of the Encroaching Party within the Encroachment Area if damaged by reason of the Water Authority's exercise of its rights under the WA Easement.

- 8. <u>Termination</u>. If the Encroaching Party fails to comply with the provisions of this Agreement, or fails to properly maintain its improvements within the Encroachment Area, then this Agreement and all rights and privileges herein granted may be terminated by the Water Authority. However, such termination shall be preceded by written notice, giving the Encroaching Party at least ninety (90) days to effect a cure. If the notice concerns repair or lack of maintenance, and the Encroaching Party fails to effect a cure within ninety (90) days, the Water Authority may, but shall have no obligation to, perform the required repair or maintenance, at the sole costs, expense, and risk of the Encroaching Party, and invoice the Encroaching Party for all costs reasonably incurred without affecting its right to terminate. The Encroaching Party shall pay the costs within sixty (60) days after the date of the invoice.
- 9. Notices. Except as otherwise specifically provided herein, all notices and other communications under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally, sent via confirmed telefax, or sent by prepaid overnight courier, with a record of receipt, (ii) the third day after mailing if mailed by certified mail, return receipt requested, to the addresses set forth below or (iii) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified (or to such other address or telecopy number as a party may have specified by written notice given to the other party):

To the Encroaching Party:

Name

Address 1

Address 2

Address 3

Facsimile:

To the Water Authority:

Albuquerque Bernalillo County Water Utility Authority P.O. Box 568 One Civic Plaza, Suite 500 Albuquerque, New Mexico 87102 Facsimile: 505-768-2580

10. Miscellaneous.

A. This Agreement shall be construed according to the laws of the State of New Mexico.

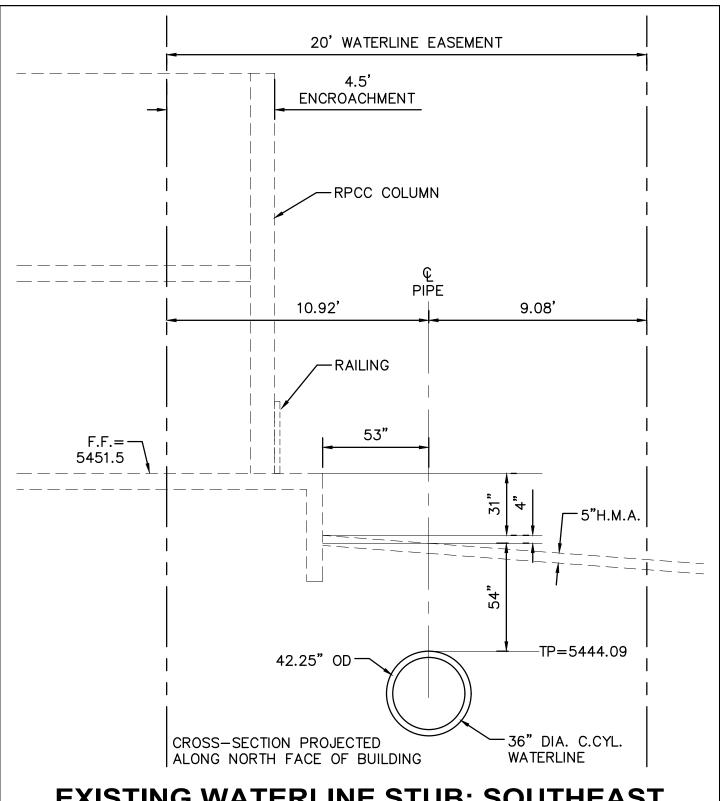
Commented [CBM4]: Applicant to provide

- B. If any part of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.
- C. The Encroaching Party shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any federal, state, or local governmental body having jurisdiction over the Encroachment Area
- D. Any litigation arising out of or in connection with this Agreement shall be brought and maintained exclusively in Albuquerque, New Mexico in the District Court of Bernalillo County, New Mexico. The parties each agree that in connection with any such litigation, proceeding or action, the parties will consent and submit to the personal jurisdiction and venue of the court and waive any claim that such litigation, proceeding or action was brought in an inconvenient forum.
- E. This Agreement shall not be amended or modified except by a written instrument executed by both parties.
- F. All understandings and agreements, oral or written, previously made between the parties regarding the subject matter of this Agreement are merged into this Agreement. This Agreement fully and completely expresses the agreement between the parties regarding the subject matter of this Agreement.
- G. The provisions of this Agreement shall run with the land and inure to the benefit of and bind the heirs, executors, administrators, personal representatives, mortgagees, lessees, tenants, successors, and assigns of the parties, except that no heirs, executors, administrators, personal representatives, mortgagees, lessees, tenants, successors, and assigns of the Encroaching Party shall have the right to use, alter, relocate, or modify the Encroaching Party's improvements within the Encroachment Area in any manner that will increase the burden of the encroachment on the WA Easement or adversely interfere with the Water Authority's rights under the WA Easement, unless otherwise previously agreed in writing between the parties.

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Albuquerque Bernalillo County Water Utility Authority By Mark S. Sanchez	Encroaching Party
By Mark S. Sanchez	
By Mark S. Sanchez	
Mark S. Sanchez	Ву
Executive Director	
Signed, 20	Signed, 20
ACKNOWLEDGMENTS	
STATE OF NEW MEXICO)	
ss	
COUNTY OF BERNALILLO)	
This instrument was acknowledged befo	ore me on 20 hy M
Sanchez as Executive Director of the Albuquerque New Mexico political subdivision.	
New Mexico political subdivision.	ue Bernalillo County Water Utility Autho Notary Public
New Mexico political subdivision. My commission expires:	ue Bernalillo County Water Utility Autho Notary Public
New Mexico political subdivision. My commission expires: STATE OF NEW MEXICO) ss	ue Bernalillo County Water Utility Autho Notary Public
New Mexico political subdivision. My commission expires: STATE OF NEW MEXICO)	ue Bernalillo County Water Utility Autho Notary Public
My commission expires: STATE OF NEW MEXICO) ss COUNTY OF BERNALILLO) This instrument was acknowledged befo	nue Bernalillo County Water Utility Autho Notary Public ore me on, 20
My commission expires: STATE OF NEW MEXICO) ss COUNTY OF BERNALILLO) This instrument was acknowledged befo	nue Bernalillo County Water Utility Autho Notary Public ore me on, 20
My commission expires: STATE OF NEW MEXICO) ss COUNTY OF BERNALILLO) This instrument was acknowledged befo	nue Bernalillo County Water Utility Autho Notary Public ore me on, 20
	ue Bernalillo County Water Utility Autho



EXISTING WATERLINE STUB: SOUTHEAST EXHIBIT 'A'

1" = 4'



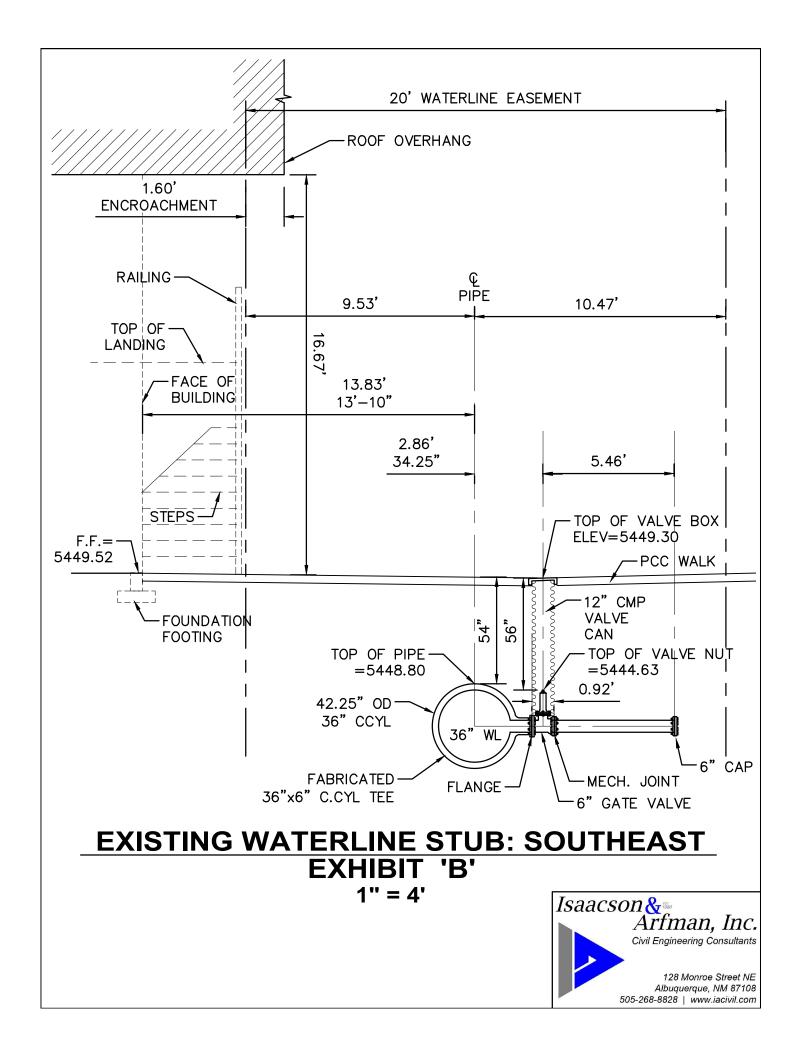
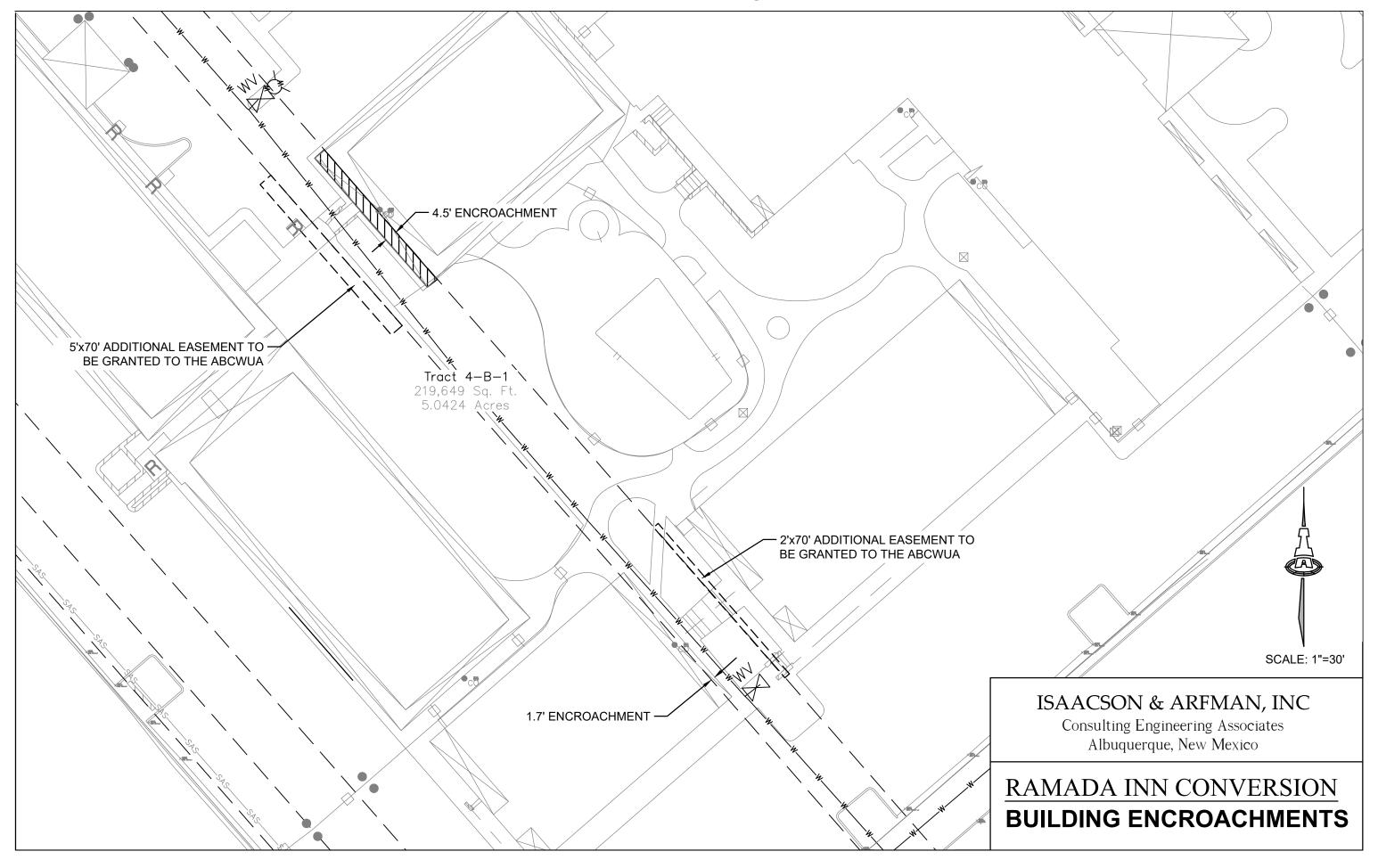


EXHIBIT C



GENERAL NOTES:

DO NOT SCALE DRAWINGS.

CONTRACTOR / SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE BEGINNING WORK, AND SHALL REPORT TO THE ARCHITECT ANY ERRORS, INCONSISTENCIES OR OMISSIONS BEFORE BEGINNING WORK. SEE GENERAL NOTES AND

SITE LOCATED IN THE LOS ALTOS / MARKET CENTER

ANY GROUND-MOUNTED EQUIPMENT SCREENING WILL BE DESIGNED TO ALLOW FOR ACCESS TO UTILITY FACILITIES. ALL SCREENING AND VEGETATION SURROUNDING GROUND-MOUNTED TRANSFORMERS AND UTILITY PADS ARE TO ALLOW 10 FEET OF CLEARANCE IN FRONT OF THE EQUIPMENT DOOR AND 5-6 FEET OF CLEARANCE ON THE REMAINING THREE SIDES FOR SAFE OPERATION, MAINTENANCE AND REPAIR PURPOSES. REFER TO THE PNM ELECTRIC SERVICE GUIDE AT WWW.PNM.COM FOR SPECIFICATIONS.

THE OUTLINED SITE MODIFICATIONS ARE BELOW THE THRESHOLD OF 500 CY OF GRADING, 1,000 SF OF PROPOSED STRUCTURE OR 10,000 SF OF PROPOSED PAVING TO REQUIRE A GRADING AND DRAINAGE PLAN. IF DEVELOPMENT EXCEEDS THESE THRESHOLDS AT ANY TIME ACROSS FURTHER PROJECT DEVELOPMENT, A GRADING AND DRAINAGE PLAN SHALL BE REVIEWED AND APPROVED BY HYDROLOGY.

ALL PUBLIC INFRASTRUCTURE WITHIN CITY RIGHT-OF-WAY SHALL BE INCLUDED IN A PUBLIC WORK ORDER.

ARCHITECT / CONSULTANT

AUTHORITY HAVING JURISDICTION

PROJECT DESCRIPTION

RAMADA INN

CONVERSION

25 HOTEL CIRCLE NE

SHEET NAME:

REVISIONS

PLAN

ALBUQUERQUE, NM 87123

ARCHITECTURAL SITE

DESCRIPTION

ajc architects

703 east 1700 south

ajcarchitects.com

salt lake city, ut 84105

LEGEND:

NEW CONCRETE SITE WORK (NEW SIDEWALKS, CURBS, ACCESSIBLE CURB CUTS, ETC. SEE KEYED NOTES AND ASSOCIATED DETAILS ON SHEET AS 102)

> EXISTING PUBLIC UTILITY EASMENT TO REMAIN (SITE WORK AND ONGOING MAINTENANCE TO ABIDE BY

RECORDED TERMS AND CONDITIONS OF EASEMENT)

NEW COMPACT PARKING STALL STRIPING

■ • • ■ PROPERTY LINE

EXISTING FENCE LINE EXISTING STORM DRAIN LINE

EXISTING GAS UTILITY LINE EXISTING WATER UTILITY LINE

EXISTING ELECTRICAL UTILITY LINE **EXISTING SANITARY SEWER UTILITY LINE**

ACCESSIBLE PATH OF TRAVEL

EXISTING WATER METER EXISTING GAS METER

CURRENT ZONING: 'MX-M' MIXED-USE MODERATE INTENSITY ABUTTING PARCEL ZONING: 'MX-M' MIXED-USE MODERATE INTENSITY SITE ACREAGE: 5.0430

SITE LEGAL DESCRIPTION: TR 4B1 PLAT FOR TRS 1B1, 1C1, 2A, 4B1, 4C1, 4C2 STA STE NO 3A SO 1/2 TR 3 & PAR 4A1A, 4A2, 4A3A, 4A4A HORNE DEV ADD W/ TRS 1A1

LAND USE:

EXISTING - HOTEL PROPOSED - 206 ONE BED/STUDIO MULTI-FAMILY RESIDENTIAL

REQUIRED USABLE OPEN SPACE 206 ONE BED/STUDIO DWELLING UNITS X 225 SQUARE FEET = 46,350

PROVIDED OPEN SPACE = 48,956 SQUARE FEET

BUILDING HEIGHT

ALLOWED: 48'-0'' 27'-8" (TALLEST CURRENT) EXISTING/PROPOSED:

PARKING CALCULATIONS:

PROPOSED PARKING TABULATION:

206 One Bed/Studio Dwelling Units X 1.5 Space/Dwelling Unit = 309

Adjustment for 20% Reduction Allowance within an Activity Center 309 X 0.8 = 248 Spaces

REQUIRED TOTAL: 248 PARKING SPACES

PROVIDED TOTAL: 269 (INCLUDING +3 FOR CARPOOL CREDIT)

233 Existing Parking Spaces (Includes 1 Carpool Space, Total Credit For 236) 20 Re-Striped Parking Spaces 11 On-Street Parking Credits

2 Motorcycle Parking Spaces COMPACT PARKING

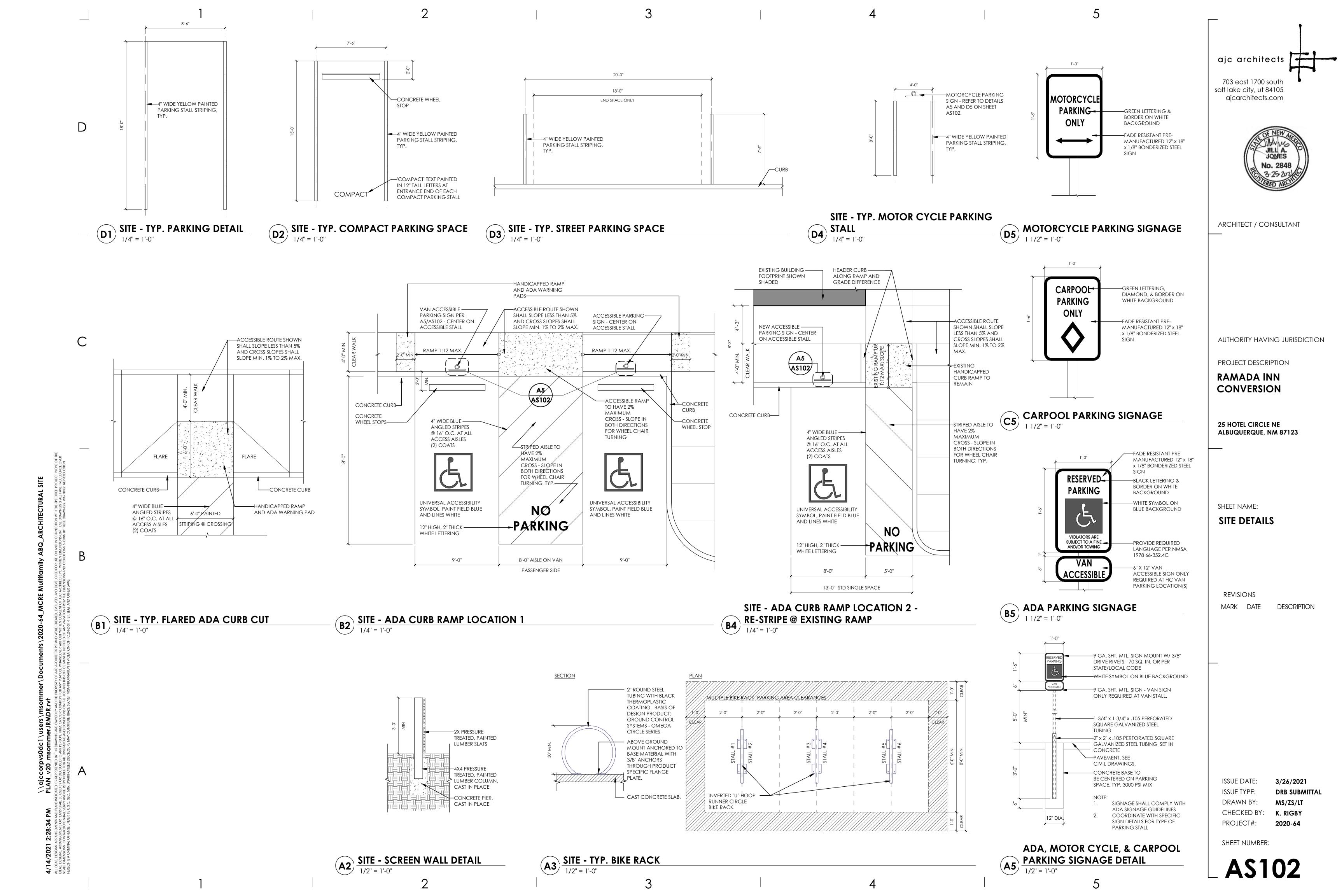
ACCESSIBLE PARKING - NMBC 2015 TABLE 1106.1

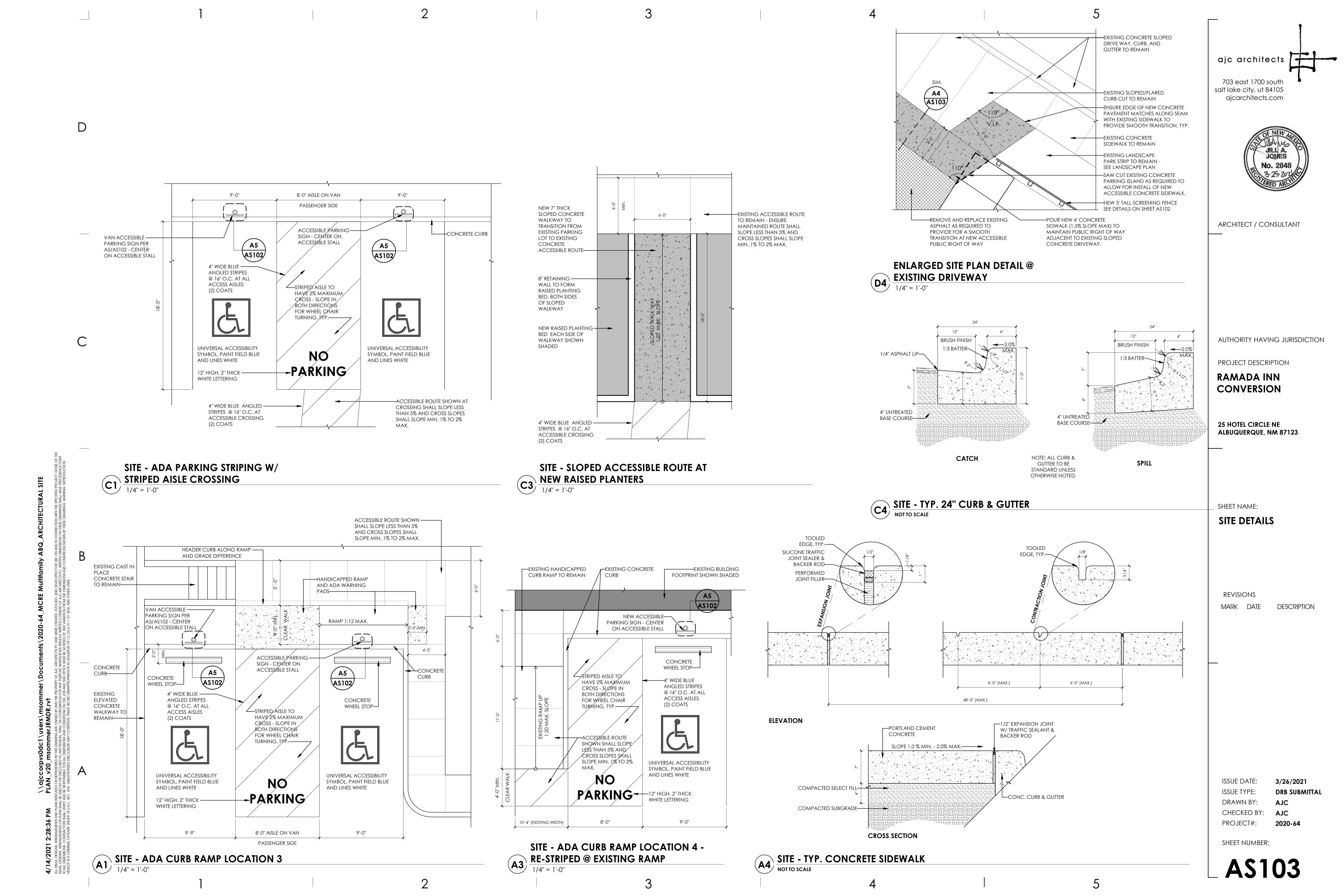
REQUIRED: 8 ACCESSIBLE PARKING STALLS (6 CAR + 2 VAN) PROVIDED: 8 ACCESSIBLE PARKING STALLS (5 CAR + 3 VAN) **ISSUE DATE:** 3/26/2021 ISSUE TYPE: **DRB SUBMITTAL** DRAWN BY: MS/ZS/LT

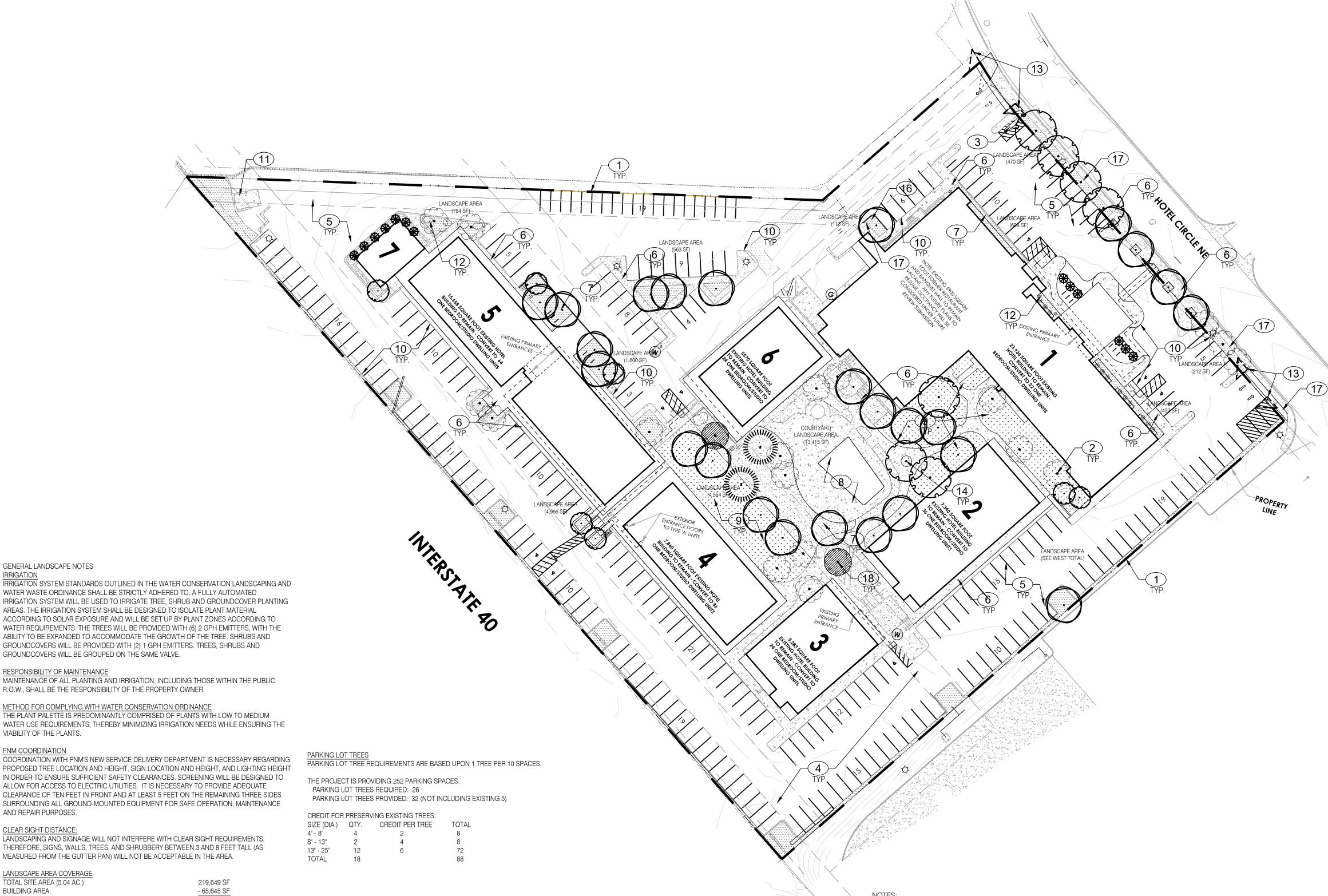
CHECKED BY: K. RIGBY PROJECT#: 2020-64

SHEET NUMBER:

AS101







- PLANT TREE ROOT COLLAR

1"-2" ABOVE FINISH GRADE

- WATER RETENTION BASIN

3" LAYER OF SHREDDED

— SPECIFIED PLANTING MIX

- WATER AND TAMP TO

— 3" LAYER OF ROCK MULCH

REMOVE AIR POCKETS

- SEE PLANTING PLAN

BARK MULCH

A. THE WATER RETENTION

THE PLANTING PIT

WATER RETENTION

DIAMETER.

EDGES.

B. THE EDGES OF THE

BASIN SHALL BE

SMOOTHLY FORME

WITH NO OBTRUSIVE

2 X CONTAINER DIA. -

SHRUB PLANTING DETAIL

BASIN SHALL BE TWICE

RESPONSIBILITY OF MAINTENANCE

GENERAL LANDSCAPE NOTES

MAINTENANCE OF ALL PLANTING AND IRRIGATION, INCLUDING THOSE WITHIN THE PUBLIC R.O.W., SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

METHOD FOR COMPLYING WITH WATER CONSERVATION ORDINANCE
THE PLANT PALETTE IS PREDOMINANTLY COMPRISED OF PLANTS WITH LOW TO MEDIUM WATER USE REQUIREMENTS, THEREBY MINIMIZING IRRIGATION NEEDS WHILE ENSURING THE VIABILITY OF THE PLANTS.

PNM COORDINATION

COORDINATION WITH PNM'S NEW SERVICE DELIVERY DEPARTMENT IS NECESSARY REGARDING PROPOSED TREE LOCATION AND HEIGHT, SIGN LOCATION AND HEIGHT, AND LIGHTING HEIGHT IN ORDER TO ENSURE SUFFICIENT SAFETY CLEARANCES. SCREENING WILL BE DESIGNED TO ALLOW FOR ACCESS TO ELECTRIC UTILITIES. IT IS NECESSARY TO PROVIDE ADEQUATE CLEARANCE OF TEN FEET IN FRONT AND AT LEAST 5 FEET ON THE REMAINING THREE SIDES SURROUNDING ALL GROUND-MOUNTED EQUIPMENT FOR SAFE OPERATION, MAINTENANCE AND REPAIR PURPOSES.

CLEAR SIGHT DISTANCE:

LANDSCAPING AND SIGNAGE WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THE AREA.

TOTAL SITE AREA (5.04 AC.):

- 65,645 SF 154,004 SF BUILDING AREA: **NET AREA** REQUIRED LANDSCAPE AREA (15% OF NET AREA): 23,101 SF PROVIDED LANDSCAPE AREA 27,121 SF (17%)

LANDSCAPE COVERAGE REQUIREMENTS SPECIFY TREE CANOPIES AND GROUND-LEVEL PLANTS SHALL COVER A MINIMUM OF 75%. A MINIMUM OF 25% SHALL BE PROVIDED AS GROUND-LEVEL PLANTS (SHRUBS, GRASSES, ETC.) OF THE REQUIRED VEGETATIVE COVERAGE.

REQUIRED LIVE VEGETATIVE MATERIAL COVERAGE 20,368 SF PROVIDED LIVE VEGETATIVE MATERIAL COVERAGE 39,854 SF (96%) REQUIRED GROUND-LEVEL PLANT COVERAGE 5,092 SF PROVIDED GROUND-LEVEL PLANT COVERAGE 10,539 SF (51%)

LANDSCAPE TURF
NO MORE THAN 10% OF REQUIRED LANDSCAPE AREAS SHALL BE TURF GRASS SPECIES REQUIRING IRRIGATION FOR SURVIVAL AFTER THE FIRST 2 GROWING SEASONS.

ALLOWABLE TURF 2,310 SF 10,539 SF (46%) EXISTING TURF (NON CONFORMING SITE FEATURE)

AT LEAST 10% OF THE PARKING LOT AREA OF LOTS CONTAINING 50 OR FEWER SPACES, AND AT LEAST 15% OF THE PARKING LOT AREA OF LOTS CONTAINING 50 OR MORE SPACES, SHALL BE LANDSCAPED.

THE PROJECT IS PROVIDING 252 PARKING SPACES.

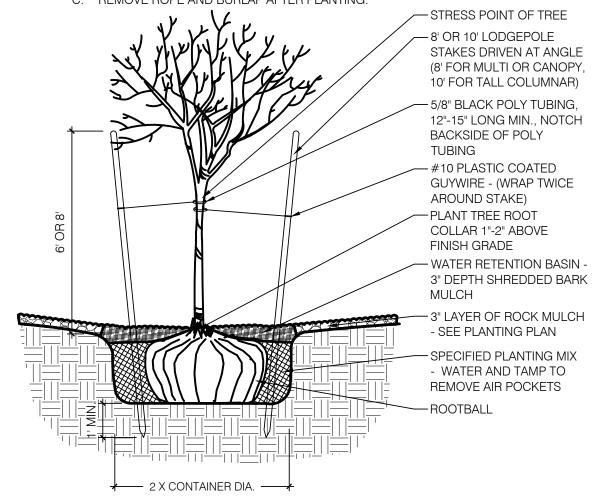
TOTAL PARKING LOT AREA: 107,385 SF REQUIRED LANDSCAPE AREA: 16,108 SF PROVIDED LANDSCAPE AREA: 9,103 SF (9%)

A. THE WATER RETENTION BASIN SHALL BE TWICE THE PLANTING PIT

B. THE EDGES OF THE WATER RETENTION BASIN SHALL BE SMOOTHLY FORMED WITH NO OBTRUSIVE EDGES.

C. REMOVE ROPE AND BURLAP AFTER PLANTING.

TREE PLANTING DETAIL



NOT FOR CONSTRUCTION

MCRE MULTI-FAMILY CONVERSION LANDSCAPE PLAN

Prepared for: Mountain Classic Real Estate. 461 East 200 South Suite 102, Salt Lake City, UT 84111-2138

PLANT LEGEND

COMMON NAME (WATER USE)

EXISTING TREES TO REMAIN

CERCIS RENIFORMIS 'OKLAHOMA' OKLAHOMA REDBUD (M)

SKYLINE HONEYLOCUST (M+)

AUSTRIAN PINE (M+)

MULCHES AND BOULDERS

10,539 SF EXISTING TURF TO REMAIN

8. EXISTING FENCED POOL AND PATIO AREA

15. CONNECTION TO PUBLIC SIDEWALK TBD.

17. NEW CONCRETE CURB AND WALK

TO ONE-FOOT BELOW SURFACE

14. SHADE TREES 25' O.C. ALONG WALKWAYS ON INTERIOR

18. EXISTING TREE (X2) IN UTILITY EASEMENT TO BE REMOVED PER ABCWUA DIRECTION: TREES TO BE CUT FLUSH WITH THE SURFACE AND NOT PULLED OUT; STUMPS GROUND

KEY NOTES:

 PROPERTY BOUNDARY 2. EXISTING TREE TO REMAIN 3. EXISTING MONUMENT SIGN 4. EXISTING UTILITY EASEMENT EXISTING ASPHALT PAVING 6. EXISTING CONCRETE WALK 7. EXISTING LANDSCAPE AREA

9. EXISTING TURF AREA

16. NEW TREE ISLAND

10. EXISTING CURB AND GUTTER 11. EXISTING DUMPSTER ENCLOSURE 12. EXISTING SHRUB TO REMAIN 13. CLEAR SITE TRIANGLES

17,485 SF 1" SANTA FE BROWN ROCK MULCH

JUNIPERUS SCOPULORUM 'SKYROCKET' SKYROCKET JUNIPER (L+)

ULMUS PROPINQUA 'JFS-BIEBERICH' EMERALD SUNSHINE ELM (M)

(3" DEPTH OVER FILTER FABRIC, DEWITT PRO-5 WEED CONTROL, OR EQUAL)

INSTALLED SIZE

45' HT. X 35' SPR.

6' HT. X 2' SPR. 12' HT. X 5' SPR. 8' HT. X 4' SPR.

35' HT. X 25' SPR.

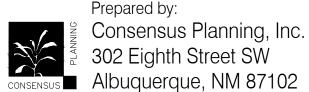
35' HT. X 25' SPR.

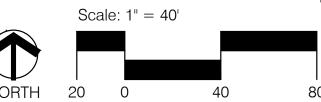
SIZE MATURE SIZE

2.5" B&B 8' HT. X 4' SPR. 15' HT. X 15' SPR.

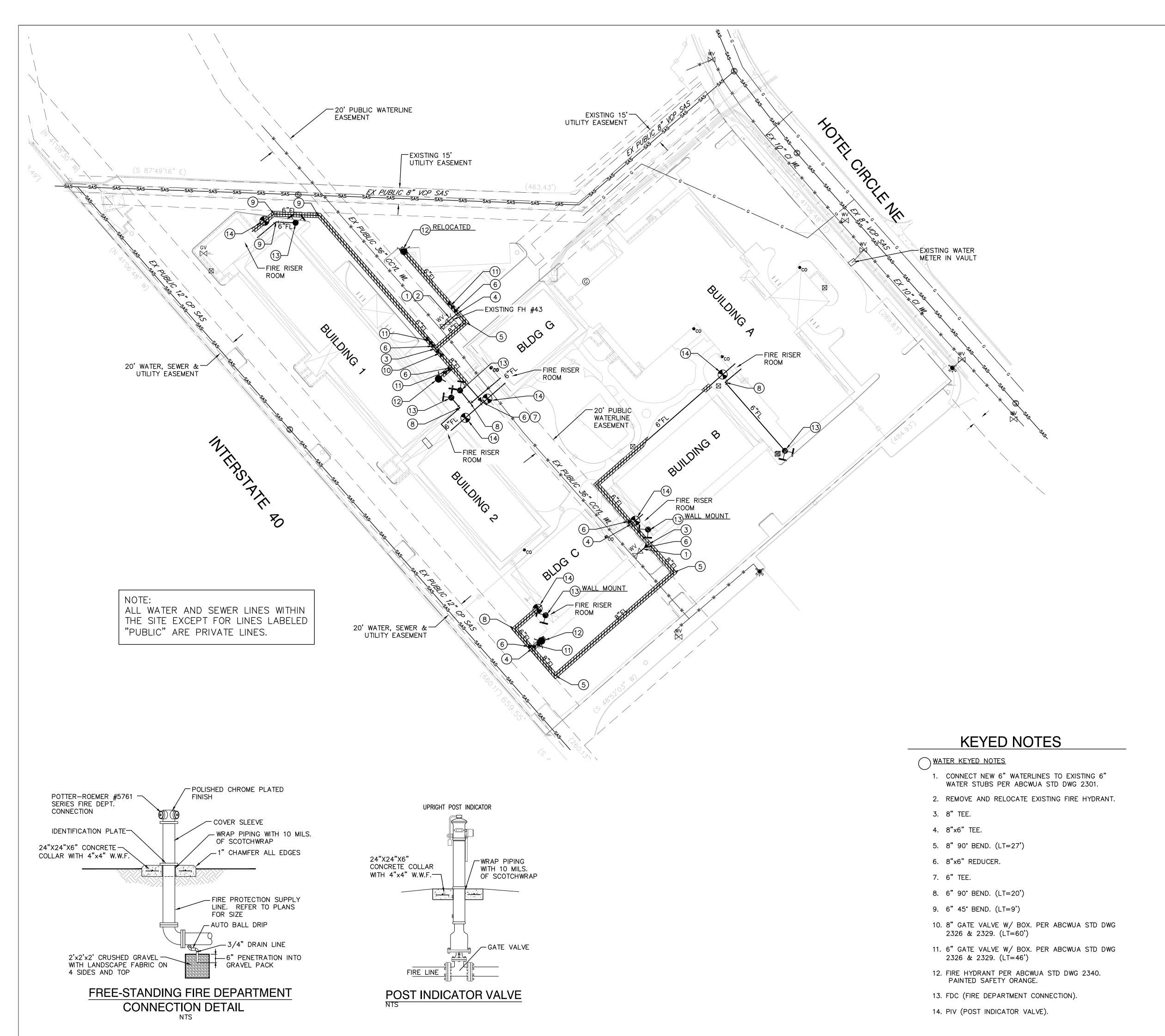
2.5" B&B 8' HT. X 4' SPR.

2.5" B&B 8' HT. X 4' SPR.





May 21, 2021



GENERAL NOTES

- 1. SEE SHEET C-100 FOR ALL CIVIL GENERAL NOTES.
- 2. EXISTING UTILITY LINES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND MAY BE INCOMPLETE OR OBSOLETE. SUCH LINES MAY OR MAY NOT EXIST WHERE SHOWN OR NOT SHOWN. ALL UTILITIES SHOULD BE FIELD VERIFIED AND LOCATED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PIPELINES, AND UNDERGROUND UTILITY
- 3. CONTRACTOR SHALL NOT USE VIBRATORY COMPACTION EQUIPMENT OR HEAVY VEHICLES OVER EXISTING UTILITIES.
- 4. SITE STORM DRAIN, ELECTRIC LINES & TRANSFORMERS AND GAS LINES ARE SHOWN FOR GENERAL INFORMATION ONLY TO PROVIDE AN OVERVIEW OF SITE UTILITIES AND POTENTIAL CONFLICTS. SEE MECHANICAL PLANS FOR GAS LINE SIZING. SEE CG-101 FOR STORM DRAIN DESIGN.
- 5. ALL ABOVE GROUND UTILITY EQUIPMENT AND FITTINGS SHALL BE PAINTED IN COLORS TO MATCH BUILDING COLORS.

RESTRAINED JOINT CRITERIA

FOR WATERLINE FITTINGS

- 1. ALL MECHANICAL JOINTS SHALL BE RESTRAINED AT THE FITTINGS PER KEYED NOTES THIS SHEET.
- 2. THE CONTRACTOR SHALL PROVIDE A MINIMUM PIPE LENGTH OF 20 LF FROM ALL MECHANICAL JOINTS. ALL PIPE JOINTS WITHIN 20 LF OF A MECHANICAL JOINT SHALL BE RESTRAINED AT THE CONTRACTOR'S EXPENSE.
- 3. THE CONTRACTOR SHALL RESTRAIN ALL PIPE JOINTS IN THE SPECIFIED DISTANCE LISTED IN THE KEYED NOTES.
- 4. THE CONTRACTOR SHALL RESTRAIN ALL FIRE HYDRANT JOINTS FROM THE TEE ON THE MAIN TO THE FIRE HYDRANT FLANGE.

DEPTH OF BURY: 3.0 FT. MINIMUM FACTOR OF SAFETY: 1.50

MATERIAL: PVC

GM/SM - SILTY GRAVELS AND SOIL TYPE: SILTY SANDS, GRAVEL—SAND—SILT MIXTURES.

TEST PRESSURE: 150 PSI

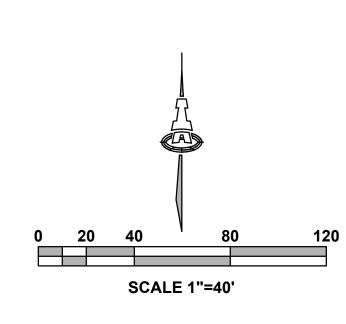
TRENCH TYPE 4: PIPE BEDDED IN SAND, GRAVEL,

> OR CRUSHED STONE TO DEPTH OF 1/8 PIPE DIAMETER, 4 INCH MINIMUM; BACKFILL COMPACTED TO TOP OF PIPE.

DIFFERENT CRITERIA, E.G., GREATER DEPTH OF BURY, ETC., WILL REQUIRE DIFFERENT RESTRAINED LENGTHS. THESE MUST BE CALCULATED BY A QUALIFIED PROFESSIONAL ENGINEER AND APPROVED BY ABCWUA.

LEGEND

____EX_X" WTR __ EXISTING WATERLINE EXISTING FIRE HYDANT EXISTING WATER VALVE _ _ <u>EX_8" SAS</u> _ _ EXISTING SEWER LINE ---- EXISTING SEWER MANHOLE - NEW FIRE LINE NEW FIRE HYDANT NEW WATER VALVE NEW FDC NEW PIV EXISTING PCC SIDEWALKS OR ASPHALT PAVING TO BE



REMOVE AND REPLACED FOR WATERLINE INSTALATION

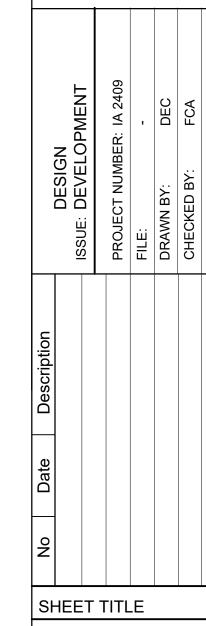
 $CSOD_{f k}^{f k}$ Figure Arfman, Civil Engineering Cor

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Engineer

TERSIO



SITE UTILITY **PLAN**

SHEET NUMBER

CU-101





ajc architects

703 east 1700 south salt lake city, ut 84105 ajcarchitects.com



ARCHITECT / CONSULTANT

AUTHORITY HAVING JURISDICTION

PROJECT DESCRIPTION

RAMADA INN CONVERSION

25 HOTEL CIR NE ALBUQUERQUE, NM 87123

SHEET NAME:

BUILDING 1 RENDERINGS

REVISIONS

3/26/2021 DRB SUBMITTAL DRAWN BY: LT

CHECKED BY: K. RIGBY PROJECT#: **2020-64**

SHEET NUMBER:

AE001





D



ajc architects 703 east 1700 south salt lake city, ut 84105



ARCHITECT / CONSULTANT

AUTHORITY HAVING JURISDICTION

PROJECT DESCRIPTION

RAMADA INN CONVERSION

25 HOTEL CIR NE ALBUQUERQUE, NM 87123

SHEET NAME:

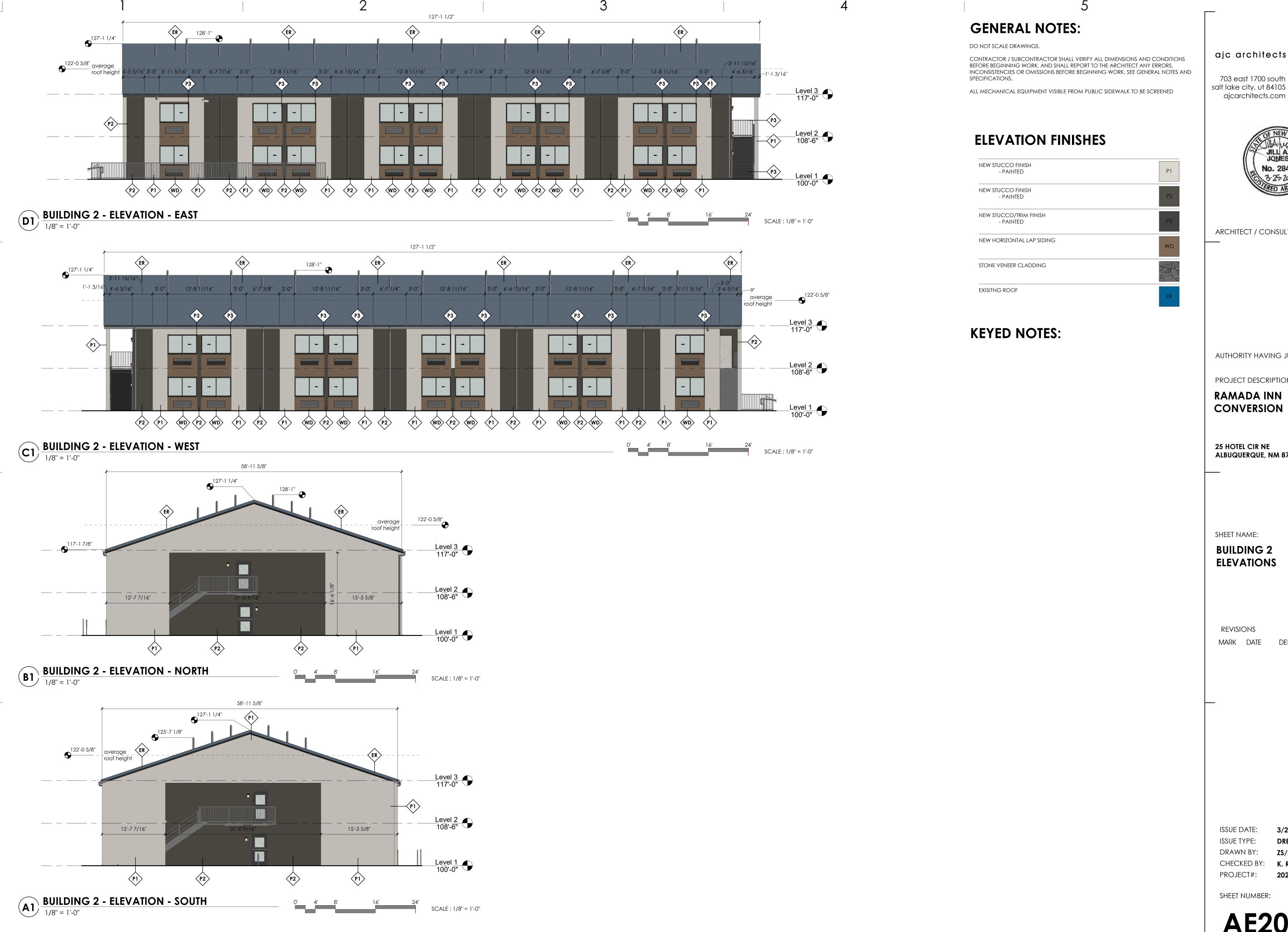
BUILDING 1 ELEVATIONS

REVISIONS

Mark date DESCRIPTION

ISSUE DATE: 3/26/2021 **DRB SUBMITTAL** DRAWN BY: ZS/LT CHECKED BY: K. RIGBY 2020-64

SHEET NUMBER:



ajc architects 703 east 1700 south salt lake city, ut 84105

ARCHITECT / CONSULTANT

AUTHORITY HAVING JURISDICTION

PROJECT DESCRIPTION

RAMADA INN CONVERSION

25 HOTEL CIR NE ALBUQUERQUE, NM 87123

SHEET NAME:

BUILDING 2 ELEVATIONS

DESCRIPTION

ISSUE DATE: 3/26/2021 DRB SUBMITTAL DRAWN BY: ZS/LT CHECKED BY: K. RIGBY

SHEET NUMBER:

AE201.2

2020-64

