HYDROLOGY C17/D1S

WASHINGTON PLACE

WAREHOUSE

C 17- D 15

2 PLANS

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION/DESIGN HYDROLOGY SECTION

PRE-DESIGN CONFERENCE RECAP

HYDROLOGY SECTION PROJECT NO.: C-17 DATE: 7/1/85

PLANNING DIVISION NOS. EPC: _____ DRB: _____

SUBJECT: Warehouse ~~Bl~~ Facility - Washington Pl.

LEGAL DESCRIP.: Lots 50, 51, 52, 53 & 54 Clifford Industrial Park

APPROVAL REQUESTED

____	PRELIMINARY PLAT	X	FINAL PLAT
____	SITE DEVELOPMENT PLAN	X	BUILDING PERMIT
____	ROUGH GRADING		

	WHO:	REPRESENTING:
ATTENDANCE:	A.K. Khera	Precision Engineering
	Billy Goolsby	City

____ Conceptual Drainage Plan/Report required for Preliminary Plat and/or Site Development Plan sign-off.

X Approved Drainage ~~Plan/Report~~ Plan required for Final Plat and/or Building Permit sign-off.

____ Subdivision Improvements Agreement or Financial Security required.

FINDINGS: ① Compliance with approved Master Plan required. ② Replat required to remove lot lines. ③ Encroachment Agreement may be appropriate in PNM easement.

The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED: Billy J. Goolsby SIGNED: Khera

TITLE: CE/Design Hydrology TITLE: Project Manager

DATE: 7/1/85 DATE: 7/1/85

NOTE PLEASE PROVIDE A COPY OF THIS RECAP WITH THE DRAINAGE SUBMITTAL

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Washington Place Warehouse ZONE ATLAS/DRNG. FILE #: C-17-Z D16

LEGAL DESCRIPTION: See enclosed replat - Lots 50,51,52,53 and 54 of Clifford Industrial Park

CITY ADDRESS:

ENGINEERING FIRM: Precision Engineering, Inc. CONTACT: A. K. Khera

ADDRESS: Washington Pl., Albuq.,NM PHONE: 293-9035

OWNER: Washington Place Associates CONTACT: Paul Silverman

ADDRESS 65 First Plaza North Albuquerque, NM 87106 PHONE: 843-7525

ARCHITECT: Design Collaborative S.W. CONTACT: Nelson Hodges

ADDRESS: 400 San Felipe Rd., N.W. Albuquerque, NM 87105 PHONE: 843-9639

SURVEYOR: Ron Tyree CONTACT: Ron Tyree

ADDRESS: 201-C Eubank, N.E. Albuquerque, NM PHONE: 293-7070

CONTRACTOR: Jordan and Nobles CONTACT: Bart Gilbert

ADDRESS: 2323 Aztec, N.E. Albuquerque, NM 87107 PHONE: 888-1156

PRE-DESIGN MEETING:

X YES

___ NO

X COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED AUG 16 1985 HYDROLOGY SECTION

DRB NO. 85-568 8/13/85

EPC NO. —

PROJECT NO.

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

X DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAIN. PLAN

X GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

___ PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

X FINAL PLAT APPROVAL

X BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

OTHER _____ (SPECIFY)

DATE SUBMITTED: 8/15/85

BY: A. K. Khera

Rev. 11/84

PRECISION ENGINEERING, INC.
CIVIL AND GEOTECHNICAL ENGINEERS

August 16, 1985

RECEIVED
AUG 16 1985
HYDROLOGY SECTION

Mr. Billy J. Goolsby
CE/Design Hydrology
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Subject: Drainage Plan for Washington Place Warehouse Facility - Clifford Industrial Park Albuquerque, NM

Dear Billy:

Pursuant to our pre-design conference of July 1, 1985, we are enclosing a drainage plan (2 sheets) and a replat of Lots 50, 51, 52, 53 and 54 of the Clifford Industrial Park. The following are some notable features of our submittal:

1. Our drainage plan is based on and is consistent with the drainage report prepared by Bohannan Huston Engineers and approved by the city for the Clifford Industrial Park.

2. The capacities and design of drainage channels and swales were done by Bohannan Huston Engineers and in fact, are presently being constructed under an approved MDD contract. Accordingly, it has been out of our scope of work and control.

3. The architectural firm of Design Collaborative Southwest is aware of the PNM easement along the western extremity of Lots 50 through 54 and has sought an encroachment agreement with PNM.

4. The replat is presently pending approval at the DRB since the city traffic and Design Collaborative

LAS CRUCES OFFICE
400 South Compress, Suite E
P.O. Box 422, Las Cruces, NM 88004
(505) 523-7674

ALBUQUERQUE OFFICE
8220 La Mirada N.E., Suite 900
P.O. Box 7189, Albuquerque, NM 87194
(505)293-9035

Southwest are working out certain access requirements. An approved replat will be forthcoming shortly.

If you have any questions in this regard, please do not hesitate to contact me.

Sincerely yours,

A. K. Khera, P.E.
Projects Director

cc: Nelson Hodges,
Design Collaborative Southwest

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

October 4, 1985

A.K. Khera, PE
Precision Engineering, Inc.
8220 La Mirada NE, Suite 900
P.O. Box 7189
Albuquerque, NM 87194

RE: DRAINAGE AND GRADING PLAN SUBMITTAL OF WASHINGTON PLACE WAREHOUSE (C17-D15) FOR FINAL PLAT APPROVAL AND BUILDING PERMIT APPROVAL, RECEIVED 8/16/85

Dear Mr. Khera:

The above referenced submittal is approved for final plat. After evidence of an approved plat is provided at this office, the drainage plan can be approved for building permit.

If you have any questions, please contact me at 766-7644.

Sincerely,

Roger A. Green, PE

Roger A. Green, PE
CE/Design Hydrology

RAG/cl

cc: Washington Place Associates
65 First Plaza North
Albuquerque, NM 87106

DRAINAGE INFORMATION SHEET (Resubmital)

PROJECT TITLE: Washington Place Warehouse ZONE ATLAS/DRNG. FILE #: C-17-Z

LEGAL DESCRIPTION: See enclosed replat - Lots 50,51,52,53 and 54 of Clifford Industrial Park

CITY ADDRESS:

ENGINEERING FIRM: Precision Engineering, Inc. CONTACT: A. K. Khera

ADDRESS: Washington Pl., Albuq., NM PHONE: 293-9035

OWNER: Washington Place Associates CONTACT: Paul Silverman

ADDRESS: 65 First Plaza North, Albuquerque, NM 87106 PHONE: 843-7525

ARCHITECT: Design Collaborative S.W. CONTACT: Nelson Hodges

ADDRESS: 400 San Felipe Rd., N.W., Albuquerque, NM 87105 PHONE: 843-9639

SURVEYOR: Ron Tyree CONTACT: Ron Tyree

ADDRESS: 201-C Eubank, N.E., Albuquerque, NM PHONE: 293-7070

CONTRACTOR: Jordan and Nobles CONTACT: Bart Gilbert

ADDRESS: 2323 Aztec, N.E., Albuquerque, NM 87107 PHONE: 888-1156

PRE-DESIGN MEETING:

X YES

___ NO

X COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED OCT 14 1985 HYDROLOGY SECTION

DRB NO.

EPC NO.

PROJECT NO.

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

X DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAIN. PLAN

X GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

___ PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

X FINAL PLAT APPROVAL

X BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

OTHER _____ (SPECIFY)

DATE SUBMITTED: 8/15/85
Resubmitted 10/11/85

BY: A. K. Khera

PRECISION ENGINEERING, INC.
CIVIL AND GEOTECHNICAL ENGINEERS

October 11, 1985

Mr. Roger A. Green, P.E.
Design Hydrology Section
City of Albuquerque
P.O. Box 1293
Albuquerque, N.M. 87103

RECEIVED
OCT 14 1985
HYDROLOGY SECTION

Subject: Washington Place Warehouse Facility Drainage Plan (C17-D15)

Dear Roger:

Thank you for your letter of October 4, 1985 approving the subject drainage plan. Per your directions we are enclosing a copy of the approved plat for the subject facility. Also, we have updated the drainage plan very slightly so that it is consistent with the latest architectural drawings submitted for building permit. A minor correction in the finished grade contours was also made. This final submittal is substantially similar to the one you had earlier reviewed and approved.

We will appreciate a prompt approval of the plan so that our client can obtain a building permit. If you require additional information, please do not hesitate to call.

Sincerely yours,

A.K. Khera, P.E.
Projects Director

cc Nelson Hodges - Design Collaborative Southwest

LAS CRUCES OFFICE
400 South Compress, Suite E
P.O. Box 422, Las Cruces, NM 88004
(505) 523-7674

ALBUQUERQUE OFFICE
8220 La Mirada N.E., Suite 900
P.O. Box 7189, Albuquerque, NM 87194
(505)293-9035

City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

October 17, 1985

A.K. Khera, PE
Precision Engineering, Inc.
8220 La Mirada NE, Suite 900
P.O. Box 7189
Albuquerque, NM 87194

RE: DRAINAGE AND GRADING PLAN SUBMITTAL OF WASHINGTON PLACE WAREHOUSE (C17-D15) FOR BUILDING PERMIT APPROVAL ENGINEERING DRAWINGS RECEIVED OCTOBER 14, 1985

Dear Mr. Khera:

The above referenced submittal is approved for building permit purposes.

If you have any further questions, contact me at 766-7644.

Sincerely,

Roger A. Green, PE

Roger A. Green, PE
CE/Design Hydrology

RAG/cl

cc: Washington Place Associates
65 First Plaza North - 87106

86 29379

RECEIVED
APR 08 1986
HYDROLOGY SECTION

AGREEMENT AND GRANT OF
EASEMENT ON CONDITIONS

This agreement and covenant, between the City of Albuquerque, New Mexico ("City") and Washington Place Associates, a Texas Limited Partnership ("Washington Place") 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

A. The City is the owner of certain real property ("City's Property") located at Clifford Industrial Park, in Albuquerque, New Mexico, and more particularly described as:

> Lot No. 54-A of the CLIFFORD INDUSTRIAL PARK, as same as shown and designated on the subdivision plat thereof (the "Plat"), filed in the office of the County Clerk of Bernalillo County, New Mexico, in Book C-21, Page 44, on April 21, 1983, containing 0.3912 acres, more or less. (Plat)

B. Washington Place is the owner of certain real property ("Washington Place's Property"), abutting the City's Property, and more particularly described as:

> Lots No. 50, 51, 52, 53 and 54 of the CLIFFORD INDUSTRIAL PARK, as the same or shown and designated on the Plat.

C. A roadway improvement ("Improvement") has been constructed on a portion of the City's Property to serve as a drainage rundown and to provide access to the Los Angeles Landfill Site during the annual Albuquerque Balloon Festival ("the Festival"). Washington Place wishes to have private access over the Improvement to Washington Place's Property and, in return, agrees to meet the conditions of this Agreement and Easement to the satisfaction of the City. Washington Place has represented to the City an expected level of use in order to be granted this private access easement by the City.

2. Term. This Easement will exist until the earlier of:

A. The City determining that the City's Property is required for City purposes which are incompatible with the granting of the easement; or

B. Washington Place's violation of the terms of this Agreement and Easement and failure to cure to the City's satisfaction in a timely manner following Notice by the City.

3. Private Access Easement to Washington Place. The City grants to Washington Place the right of private access by pedestrian and vehicular traffic over and upon the City's Property from Washington Place to Lots 50-54 for any purpose not inconsistent with the City's rights hereunder and the law and the ordinances and rules and regulations of the City of Albuquerque.

4. Required Changes Before Use. Washington Place must complete, to the satisfaction of the City, the following changes and/or additions to the Improvement before use of the City's Property:

A. Install a 24' wide City standard drive pad and curb cut; and

B. Relocate existing pipe barrier to a location 5' west of the westerly boundary of the curb cut referred to above.

C. Post sign(s) required under section 7 below.

5. Changes Approved by City. Washington Place may not make any alterations, additions or improvements whatsoever in or about the Improvement which are not required by the City without first obtaining the written consent of the City, and, if consent is obtained from the City, all alterations, additions and improvements will immediately merge with and become part of the City's Property.

6. Notice of Change, or Substantial Increase in Use. Washington Place will notify the City in writing if there is a change in the use of Washington Place's Property, or if there is a substantial increase in truck traffic on the City's Property, but not including any increase relating to the Festival.

7. Posting of Signs. Washington Place agrees to post and maintain, at Washington Place's expense, the sign or signs required by the City. The signs shall state that the roadway is for private access only and that all trucks must use the south entrance to Washington Place's Property except during the Festival. However, the specific types of signs and wording must be approved in advance by the City.

8. Washington Place's Responsibility for Improvement. Washington Place will be solely responsible for maintaining, repairing and, if required, removing and reconstructing the Improvement, as required by the City, and, if the City determines that traffic relating to Washington Place's use of

the City's Property has rendered the existing design of the roadway to be inappropriate or inadequate Washington Place will rebuild the Improvement to the City's satisfaction. Washington Place will be solely responsible for paying all related costs. Washington Place 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. Washington Place will conform with all applicable laws, ordinances and regulations during its use, maintenance repair, removal or reconstruction.

9. 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 Washington Place. Washington Place will not be financially or otherwise responsible for reimbursing the City for its work and expenditures unless the City determines that the work and expenditures were caused primarily by Washington Place's use.

10. Demand for Repair, Modification or Removal. If the City determines that repair, modification or removal are needed as a result of Washington Place's use of the Improvement, the City may send written notice ("Notice") to Washington Place requiring Washington Place to repair, modify, or remove and reconstruct the Improvement according to City requirements within 30 days ("Deadline") and Washington Place will comply promptly with the requirements of the Notice and pay all related costs. The City also may require Washington Place to return the City's Property to its original condition by the Deadline at Washington Place's expense.

11. Failure to Perform by Washington Place and Emergency Work by City. If Washington Place 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 Washington Place for the cost of the work and for any other expenses or damages which result from Washington Place's failure to perform. Washington Place agrees promptly to pay the City the amount assessed. If Washington Place fails to pay the City within thirty (30) days after the City gives Washington Place written notice of the amount due, the City may impose a lien against Washington Place's Property for the total resulting amount.

12. Assessment. Nothing in this agreement shall be construed to relieve Washington Place, its heirs, assigns and successors from an assessment against Washington Place'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.

13. Notice. For purposes of giving formal written notice to Washington Place, Washington Place's address is:

P.L.C.

c/o Trammell Crow Company
40 First Plaza, Suite 65
Albuquerque, NM 87102

For purposes of giving formal written Notice to the City, the City's address is:

City Engineer
P.O. Box 1293
Albuquerque, New Mexico 87103

Notice may be given to either party in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received within 7 days after the notice is mailed if there is no actual evidence of receipt. Either party may change its address for notice by giving written notice of the change by certified mail, return receipt requested.

14. Indemnification. Washington Place 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 Washington Place's use of the City's Property, unless caused by the gross negligence of the City.

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

16. 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.

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

18. 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.

19. 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:

Chief Administrative Officer
Dated: 3-21-86

ATTEST

City Clerk

WASHINGTON PLACE ASSOCIATES
A Texas Limited Partnership

By

Its Managing General Partner
Dated: February 12, 1986

Approved as to form:

Assistant City Attorney
Dated: 2/11/86

City Attorney
Dated: 3/28/86

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

The foregoing was acknowledged before me this 10th day of February, 1986, by
(Name of acknowledging Partner or Partners)
, on of behalf of Washington Place Associates, a Texas limited partnership.

Notary Public

My commission expires:

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

The foregoing instrument was acknowledged before me this 21st day of March, 1986 by Gene Romo, Chief Administrative Officer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Notary Public

My commission expires:
1-24-88

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

1986 APR -4 AM 11:38

Rec. 338 No. 674-679

-6-

C17/D15 Fred

85 32180 GRANT OF TEMPORARY CONSTRUCTION EASEMENT 637

For consideration received, Jack Clifford & Company, owner of the below-described properties, (hereinafter referred to as "Grantor") hereby grants to the City of Albuquerque, a New Mexico municipal corporation, a temporary construction easement upon and across the following described properties located within Bernalillo County, New Mexico:

Lots 47, 48, 49, 50 and 51 of the Clifford Industrial Park Subdivision, as is shown and designated on the plat thereof filed in the Office of the County Clerk of Bernalillo County, New Mexico on Book C21, Page 14.

This easement is granted for the purpose of construction of the revised grades on the above-described property of the Grantor and for no other purpose without the prior written permission as shown on Sheet 3 of the City Engineer's Project No. 1896, also referred to as Public Works Contract 85-3. This Temporary Construction Easement shall expire upon completion and acceptance of City of Albuquerque, City Engineer's Project No. 1896.

As part of the consideration for the construction of the revised grades, The City of Albuquerque agrees to defend, protect, save harmless, and indemnify Jack Clifford & Company against all claims, damages and other liabilities that may arise as a result of City of Albuquerque's exercise of rights granted herein, for the grading operation.

Executed this 15th day of April, 1985.

RECEIVED MAY 01 1985 HYDROLOGY SECTION

GRANTOR:

By: Robert C. Wharton
Its: Dir. of Land Development
Robert C. WHARTON

CITY OF ALBUQUERQUE:

Frank A. Kleinhenz
Chief Administrative Officer

ATTEST:

City Clerk

C. Dwayne Sheppard 4/19/85
C. Dwayne Sheppard
City Engineer

Approved as to Form:

Assistant City Attorney

City Attorney

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

The foregoing was acknowledged before me this 15th day of April, 1985, by Robert C. Wharton on behalf of Jack Clifford + Company.

My Commission Expires:
9-26-88

Patricia Ann Bates
Notary Public

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

The foregoing was acknowledged before me this 23rd day of April, 1985, by Frank A. Kleinhenz, Chief Administrative Officer of the City of Albuquerque.

My Commission Expires:
12/18/88

Sola L. Grant
Notary Public

RECEIVED
APR 26 1985
ALBUQUERQUE CLERK

638

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
RECORDED

1985 APR 26 PM 2:08

Misc. 223 PG. 637-638
DOLORES C. WALLER
CO. CLERK & RECORDER

1326