

Smith's Food Store #423
PROJECT TITLE: Remodel/Addition ZONE ATLAS/DRNG. FILE #: E14/03
DRB #: _____ EPC #: _____ WORK ORDER #: _____
LEGAL DESCRIPTION: _____
CITY ADDRESS: 6215 Fourth St. N.W., Albuquerque, N.M.

ENGINEERING FIRM: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

OWNER: Smith's Food & Drug, Inc. CONTACT: Fred Urbanek/Jon Reimann

ADDRESS: 1550 So. Redwood Road
SLC, UT 84104 PHONE: (801) 974-1653

ARCHITECT: Prescott Muir Architects CONTACT: Paula Carl

ADDRESS: 159 W. Pierpont Ave.
SLC, UT 84101 PHONE: (801) 521-9111

SURVEYOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
☒ DRAINAGE PLAN /Site Plan
☐ CONCEPTUAL GRADING & DRAINAGE PLAN
☐ GRADING PLAN
☐ EROSION CONTROL PLAN
☐ ENGINEER'S CERTIFICATION
☐ OTHER

PRE-DESIGN MEETING:

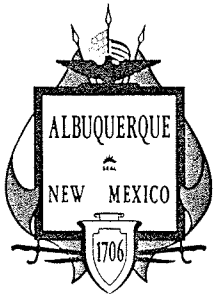
- ☐ YES
☐ NO
☐ COPY PROVIDED

CHECK TYPE OF APPROVAL SOUGHT:

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

DATE SUBMITTED: December 17, 1992

BY: Paula Carl



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 8, 1993

Paula Carl
Prescott Muir Architects
159 West Pierpoint Ave.
Salt Lake City, Utah 84101

RE: SITE PLAN FOR REMODEL/ADDITION @ SMITH'S FOOD STORE #423 (E14-D3)
ARCHITECT'S STAMP DATED 12/31/92.

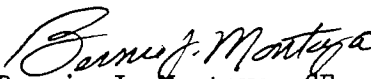
Dear Ms. Carl:

Based on the information provided on your January 4, 1993 submittal, the above referenced site is approved for Building Permit.

Please attach a copy of his approved plan prior to sign-off by Hydrology.

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

Sincerely,


Bernie J. Montoya, CE
Engineering Assistant

BJM/d1/WPHYD/7428

xc: Alan Martinez
File

PUBLIC WORKS DEPARTMENT

8813614

#3428

8800643

#3428

E-14/D3A

DRAINAGE COVENANT

736

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 X," "partnership":]
Guadalupe Plaza Limited Partnership

("Owner"), whose address is _____
P.O. Box 3671, Station D, Albuquerque, NM 87190 _____, 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 Easement.

1. Recital. Owner is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] _____
Guadalupe Plaza _____ 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 agreement to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
A detention pond and outlet pipe located at the northwest corner of _____
Guadalupe and Fourth Street, N.W. within the existing private drainage easement (0.4366 ac.) in accordance with File # E-14/D3
The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

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

4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection of the Drainage Facility it deems appropriate, without liability to the Owner.

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within ³⁰ days ("Deadline") of receipt of the Notice, as provided in Section 12, and the Owner will comply promptly with the requirements of

(Approved by Legal Dept.
as to form only-5/28/86)

the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

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

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's repair or maintenance following notice to the Owner as required in this agreement or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City.

8. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Owner harmless from any and all liability arising from the City's negligent use of the Drainage Facility. The City does not agree to save Owner harmless from any liability which may arise from Owner's use of the Drainage Facility and the Property.

9. Cancellation of Agreement and Release of Covenant. This agreement may be cancelled and Owner's covenants released by the City following by the City's mailing to the Owner 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 in the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

10. Assessment. Nothing in this agreement shall be construed to relieve the Owner, his heirs, assigns and successors from an assessment against 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.

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

P.O. Box 3671, Station D

Albuquerque, NM 87190

Notice may be given to the Owner 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 Owner within 6 days after the notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by certified mail, return receipt requested, to the City Public Works Department, P.O. Box 1293, Albuquerque, New Mexico 87103.

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

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

18. Form Not Changed. Owner agrees that changes to the wording of this form are not binding upon the City unless initiated by the Owner and approved and signed by the City Legal Department in writing on this form.

OWNER: Guadalupe Plaza Limited
Partnership

By: BROWN & ASSOCIATES, INC.
Its: General Partner

Dated: 2/3/88

Ronald W. Brown
Pres

(Approved by Legal Dept.)

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

739

The foregoing instrument was acknowledged before me this 3rd day of February, 1988, by [name of person signing:] Ronald D. Brown, [title or capacity, for instance, "President" or "Owner":] President 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:] Guadalupe Plaza Limited Partnership.

Carol J. Gates
Notary Public

My Commission Expires:
July 9, 1990

CITY OF ALBUQUERQUE:

Approved:

By: Frank J. Ceguin for Walt Nickerson
Title: City Engineer
Dated: 2/3/88

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

88 FEB 17 AM 9:48

MS BK 589A PG 736-740

GLADYS M. DAVIS
CLERK & RECORDER

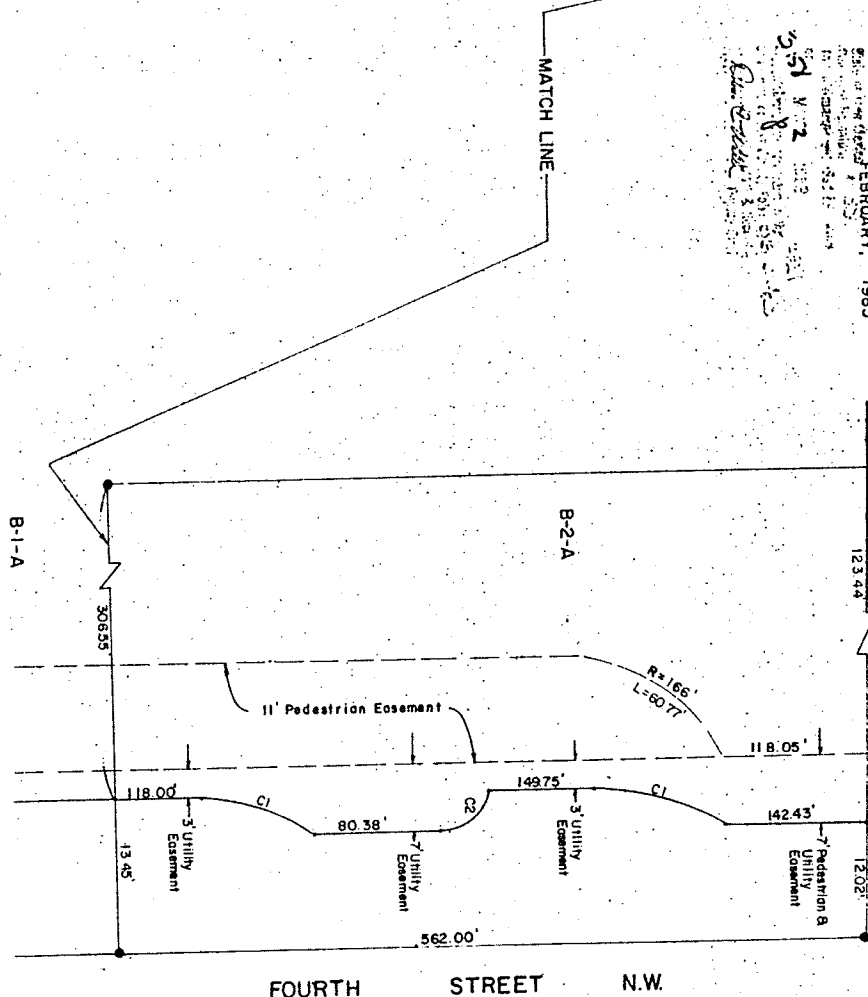
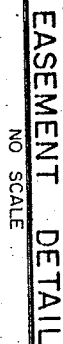
Charles DEPUTY

(EXHIBIT A ATTACHED)

(FILED: APRIL 23, 1981)

ALBUQUERQUE, NEW MEXICO
FEBRUARY, 1983

3-21 N-2 1953
8
E. B. White



SURVEYOR'S CERTIFICATION

1. A. Damián Wessens, under the laws of New Mexico, swears that I am a registered Land Surveyor, and that the plat was prepared by me or under my supervision, shows all elements of record, meets the minimum requirements for monumentation and surveying as contained in the Albuquerque Subdivision Ordinance, and is true and accurate to the best of my knowledge and belief.

A. D. Smith
A. D. Smith Weaver

February 17, 1963
Date



JOB NO. 31173

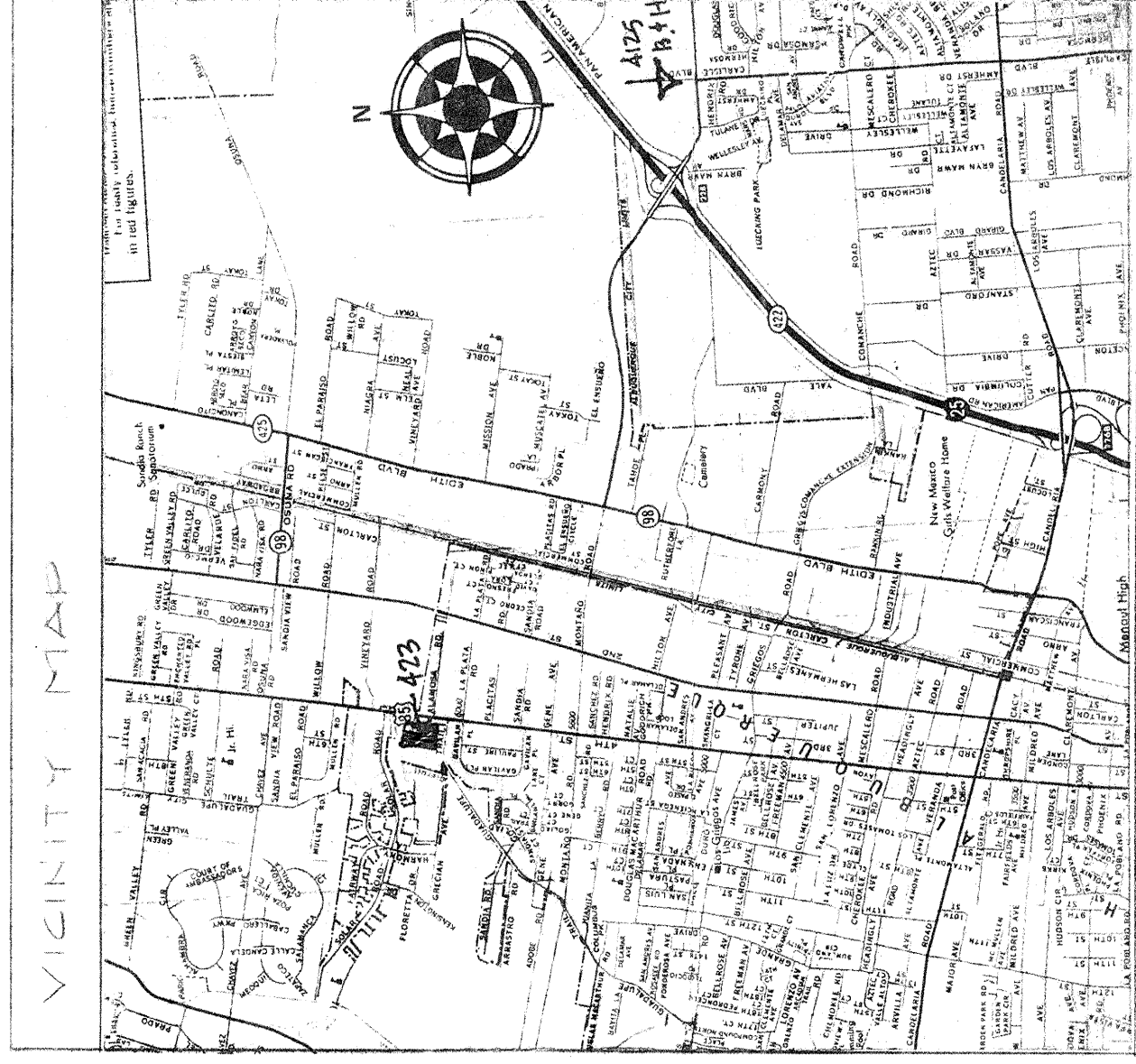
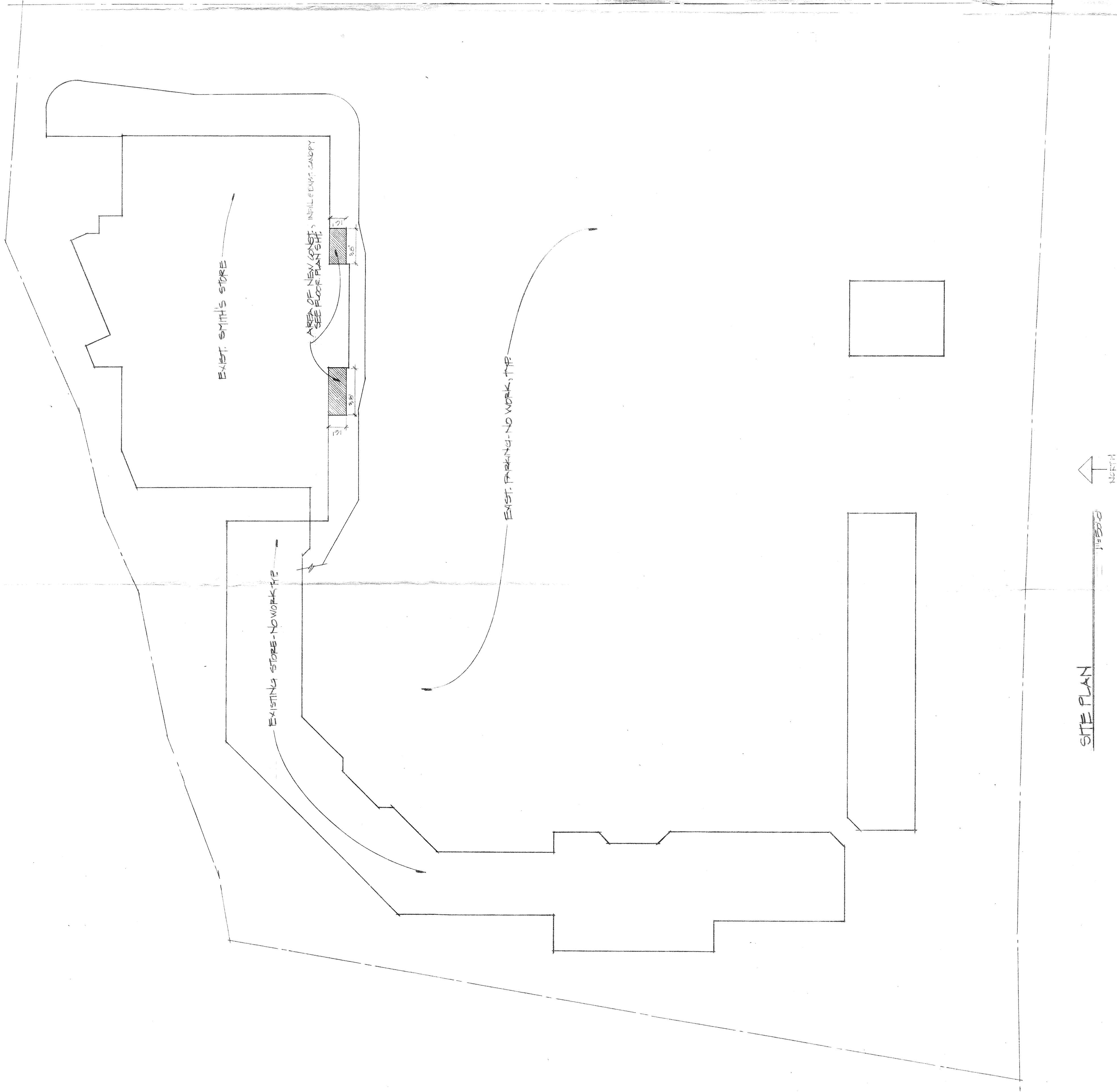
SHEET 3 OF 3 SHEETS

3-12-52



EXHIBIT A

10M - 4 892



VICINITY MAP

EXISTING BUILDING	69,080 SF
NEW CONSTRUCTION	1,044 SF
TOTAL BUILDING AREA	70,124 SF
ALLOWABLE TYPE 55, 961, 300 SF	70,124 SF
W/ AUTOMATIC FIRE SUPPRESSION	
EXISTING OCCUPANT LOAD	1723
NEW	1753
EXIT WIDTH REQUIRED = 1753 X 0.2 =	350 LF
EXIT WIDTH PROVIDED (EXIST'G) =	450 LF
CONFORMANCE WITH TYPE	III
PROPOSED EXISTING 15% REDUCTION	840, 000
EXISTING FROM 1985	376, 000

SITE PLAN

PRESCOTT MUIR ARCHITECTS, P.C.	159 WEST PIERPONT AVE.	SALT LAKE CITY, UTAH 84101	(801) 521-9111	FAX: (801) 521-9158	
SMITH'S STORE #423 BANK/VIDEO/DRY CLEANING 6725 4TH STREET ALBUQUERQUE, NEW MEXICO	DAVID R. CHRISTENSEN Structural Engineer PROFESSIONAL ENGINEERING SERVICES Mechanical & Electrical Engineers (801) 966-9274	SITE PLAN BUILDING INFORMATION	DRAWN BY: T.C.	DATE: JANUARY 24, 1991 NEW MEXICO DEC. 7, 1992	SHEET NO.: 1A

