PUBLIC WORKS/HYDROLOGY

E18/D17A

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E18/D17k

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

KEN SCHULTZ
MAYOR

CLARENCE V. LITHGOW
CHIEF ADMINISTRATIVE OFFICER

DAN WEAKS
DEPUTY CAO PUBLIC SERVICES

FRED E. MONDRAGON
DEPUTY CAO DEVELOPMENT & ENTERPRISE SERVICES

RAY R. BACA
DEPUTY CAO PUBLIC SAFETY

June 29, 1989

Charles Easterling, P.E.
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114

RE: REVISED DRAINAGE PLAN FOR FIRST NATIONAL BANK ACADEMY BRANCH, REVISION DATED JUNE 26, 1989 (E-18/D17A)

Dear Mr. Easterling:

Based on the information provided on your resubmittal of June 26, 1989, the above referenced plan is approved for Building Permit.

Please attach a copy of this plan to the construction sets prior to sign-off by Hydrology.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+898)

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Y.C.

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

ALBUQUERQUE NEW MEXICO 1706
KEN SCHULTZ
MAYOR

October 27, 1988

Doug Crewe
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114

RE: GRADING AND DRAINAGE PLAN SUBMITTAL OF FIRST NATIONAL BANK, RECEIVED SEPTEMBER 23, 1988, FOR BUILDING PERMIT APPROVAL.(E-18/D17A)

Dear Mr. Crewe:

The above referenced submittal dated 9-23-88, is approved for Building Permit sign-off by Hydrology. Include this approved Plan with the construction sets routed for sign-off.

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

Cordially;

Roger A. Green PE

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

xc. Dave Cook, Boehning Partnership

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DRAINAGE INFORMATION SHEET

ZONE ATLAS/DRAINAGE FILE NO. E-18 / D-17 A

PROJECT TITLE: FIRST NATIONAL BANK - ACADEMY

LEGAL DESCRIPTION: PORTION TRACT 'A' ACADEMY ACRES T-H UNIT

CITY ADDRESS: —

ENGINEERING FIRM: Easterling & Assoc. Inc. CONTACT: DOUG CREWE

ADDRESS: 5643 Paradise Blvd. N.W. PHONE: 898-8021

OWNER: CONTACT:

ADDRESS: PHONE:

ARCHITECT: BOEHNING PARTNERSHIP CONTACT: PAT Mc MURRY

ADDRESS: 301 GOLD SW PHONE: 242-4044

SURVEYOR: CLAUSEN & ASSOC. CONTACT: DAVE CLAUSEN

ADDRESS: 3400 STANFORD NE PHONE: 888-0690

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

RECEIVED JUN 26 1989 HYDROLOGY SECTION

PRE-DESIGN MEETING:

____ YES

____ NO

X COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 85-354-1

EPC NO. Z 84-59-1

PROJECT NO. _____

TYPE OF SUBMITTAL:

____ DRAINAGE REPORT

____ DRAINAGE PLAN

____ CONCEPTUAL GRADING & DRAINAGE PLAN

____ GRADING PLAN

X GRADING & DRAINAGE 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

X BUILDING PERMIT APPROVAL

____ FOUNDATION PERMIT APPROVAL

____ CERTIFICATE OF OCCUPANCY APPROVAL

____ ROUGH GRADING PERMIT APPROVAL

____ GRADING/PAVING PERMIT APPROVAL

X OTHER RESUBMITTAL (SPECIFY)

DATE SUBMITTED: 6-26-89 BY: Doug Crewe

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

CONFERENCE RECAP

DRAINAGE FILE/ZONE ATLAS PAGE NO.: F18-D17A DATE: 6/22/89
PLANNING DIVISION NOS: EPC: _____ DRB: _____
SUBJECT: First National Bank Academy Branch
STREET ADDRESS (IF KNOWN): _____
SUBDIVISION NAME: _____

APPROVAL REQUESTED:

_____ PRELIMINARY PLAT
_____ SITE DEVELOPMENT PLAN
_____ OTHER
Revision to Approved Drainage Plan

_____ FINAL PLAT
_____ BUILDING PERMIT
_____ ROUGH GRADING

RECEIVED
JUN 2 0 1989
HYDROLOGY SECTION

ATTENDANCE:	WHO	REPRESENTING
	Bernie J. Montoya	City of Albuquerque
	DOUG CREWE	STERLING & ASSOC.

FINDINGS:

1. Conceptual grading change on above referenced site is ok.
2. Revised Drainage Plan is forthcoming ~~then~~ showing all grading revisions.

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: [signature] SIGNED: Bernie J. Montoya
TITLE: _____ TITLE: Engineering Assistant
DATE: 6-22-89 DATE: 6/22/89

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

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

ALBUQUERQUE NEW MEXICO 1706

KEN SCHULTZ
MAYOR

March 21, 1989

Charles Easterling, P.E.
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114

RE: REVISED DRAINAGE PLAN FOR FIRST NATIONAL BANK ACADEMY BRANCH, REVISION DATED MARCH 3, 1989 (E-18/D17A)

Dear Mr. Easterling:

Based on the information provided on your resubmittal of March 6, 1989, revisions as indicated are acceptable.

Please attach a copy of this plan to the construction sets prior to sign-off by Hydrology.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+898)

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

KEN SCHULTZ
MAYOR

December 16, 1988

Doug Crewe
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114

RE: REVISED GRADING AND DRAINAGE PLAN SUBMITTAL OF FIRST NATIONAL BANK, RECEIVED DECEMBER 5, 1988, FOR BUILDING PERMIT APPROVAL.(E-18/D17A)

Dear Mr. Crewe:

The above referenced submittal dated 12-5-88 is approved for Building Permit. If the Building Permit has already been issued, then it is your responsibility to see that the contractor has this approved Plan for construction purposes.

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

Cordially;

Roger A. Green, PE

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

xc: Dave Cook, Boehning Partnership

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C-518

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CONTROL STATION DATA

City of Albuquerque, New Mexico
Municipal Development
Engineering Division

Name of Station 1-F19A State N.M. Co. Bernalillo

Establishing Agency ACS Year 1978 Chief of Party P. Aquiar

Section 30 Township 11N Range 4E Map No. E-19

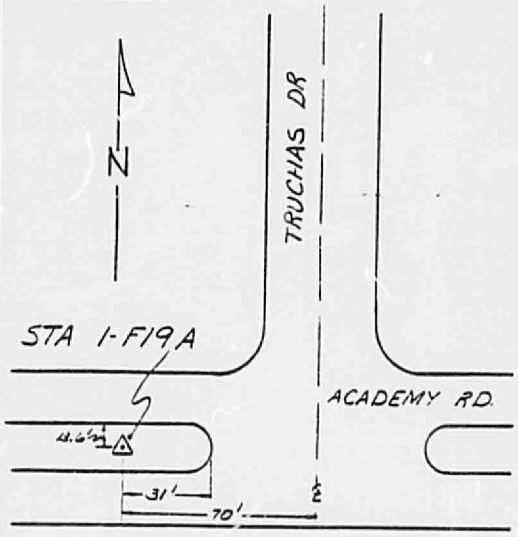
Description:

The station is located 6.5 miles northeast of downtown Albuquerque, at the intersection of Academy Rd. N.E. and Truchas Dr. N.E.

To reach the station from the interchange at I-25 and San Mateo Blvd. N.E., go south on San Mateo 0.2 miles to Academy Rd. Turn left, go east on Academy 1.1 miles to the station on the mall.

The station mark is a standard ACS brass tablet stamped "1-F19A 1978", set in top of a concrete post flush with ground.

Location Sketch:



HORIZONTAL DATA

FIELD METHOD ☒ Traverse ☐ Triangulation ☐ Trilateration

GEOGRAPHIC POSITION (NAD 1927) 2nd-order

Latitude 35° 08' 42.97415" Longitude 106° 33' 57.79097"

PLANE COORDINATES Projection T.M. State N.M. Zone Central

X 405516.22 Y 1508267.47 Ground-to-Grid Factor 0.9996554

ELEVATION DATA

SPIRIT LEVEL ELEVATION (SLD 1929) Feet 5328.52 Meters 1624.13 3rd-Order

TRIGONOMETRIC ELEVATION Feet Meters

AZIMUTH DATA

θ (or Δα) Angle -0° 10' 55"

Station	Grid Azimuth ° ' "	Geodetic Azimuth ° ' "	DISTANCE Feet	DISTANCE Meters
2-F18	90 10 58.9		1450.11	441.993
2-F19	269 16 01.7		2026.25	617.602

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5328.52
.66
5324.18
8.42
5320.76
1.66
5322.82
7.67
5314.65
5.33
5309.32
8.

5314.65
3.83
5318.48
5.33
5313.15

5313.48
6.06
5312.42

5313.48
6.06
5312.42

5313.48
6.94
5311.51

5318.48
6.57
5311.91

5318.48
8.50
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Stewart Title Company
CF#87-100127(kn)

RECEIVED
OCT 07 1988
INDEXING SECTION

THE REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ACADEMY OFFICE PARK

This Declaration is made on the date herein set forth by ACADEMY PARTNERSHIP, a New Mexico general partnership, hereinto referred to as "Declarant".

WHEREAS, Declarant is the owner of a certain Property (the "Property") in the City of Albuquerque, County of Bernalillo, State of New Mexico, which is more particularly described as:

> Tract A of ACADEMY ACRES T & H UNIT as shown on the recorded plat dated June 2, 1986 filed in the office of the County Clerk of Bernalillo County, New Mexico.

NOW, Therefore, Declarant hereby declares that all the Property described above also known as "Academy Office Park" shall be held, sold, and conveyed, subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and be binding on all the parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE 1 - DEFINITIONS

(a) "Declarant" - means the undersigned, Academy Partnership, a New Mexico general partnership, its successors and assigns.

(b) "Owner" - means and refers to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Architectural Control Committee" - means the Architectural Control Committee created under Article 2 of these covenants.

(d) "Owners' Association" - means the Owners' Association created under Article 5 of these covenants.

(e) "lot(s)" - means a portion of land as shown and designated on the most current recorded plat of the Property, identified above, or on subsequent replats of any portion of the Property.

(f) "building(s)" - means the main roofed and walled structure built on a site for permanent use, and all projections or extensions thereof.

(g) "structure(s)" - means any improvement having either walls or a roof or both, and includes any building.

(h) "improvement(s)" - means and includes parking areas, loading areas, fences, walls, poles, signs, landscaping, and any structures or facilities of any kind or type.

(i) "common parking area" - means that area occupied by parking spaces together with adequate ingress, egress and circulation to the parking spaces.

(j) "front lot line" - means the boundary line of a building site which abuts upon any street, public or private.

(k) "front yard" - means the space extending from the concrete curb of the paved street to the front of a building. A corner lot or other lot which fronts on two or more streets will have a front yard on each street.

(l) "side lot line" - means any property line of a building site which is not a front lot line.

(m) "side yard" - means the space between a side lot line and a building.

This is to CERTIFY that this is a true
and correct copy of the original hereof
Recorded 12/23/87 at 10:34am
as Document # 87-138539
Records Bernalillo County, New Mexico
By: [illegible] of
STEWART TITLE COMPANY OF ALBUQUERQUE

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REPRODUCTION OF THE ORIGINAL DOCUMENT.

(n) "rear lot line" - means a side lot line neither end of which terminates upon any street, public or private.

(o) "rear yard" - means the space between a rear lot line and a building.

(p) "landscape plan" - means a drawing showing all trees, shrubs, groundcover and underground sprinkler/irrigation systems, to be located on a lot.

(q) "common area" - all of the area within the Property, as shown on Exhibit A (excluding existing or proposed buildings), which shall be used for the common good of all Property Owners, their agents, employees, customers and invitees. Common areas include, (but are not limited to) pedestrian sidewalks,, parking and landscaped areas, roadways for ingress and egress and easements necessary for said development.

ARTICLE 2 - ARCHITECTURAL CONTROL COMMITTEE

There hereby is created an Architectural Control Committee which shall carry out the functions assigned to it in these restrictive covenants. Until such time as all of the vacant land in the Property has been improved through the construction of buildings, parking and landscaped areas, the Committee shall consist of the following:

Frank Hines, President
Hines Corporation
12800 Lomas Blvd. NE, Suite C
Albuquerque, New Mexico 87112

Ken Tekin, President
Ken Tekin, Inc.
6729 Academy Rd. NE, Suite A
Albuquerque, New Mexico 87109

Jim Lewis, Architect
Schlegel Lewis & Assoc. Inc.
1620 Central Ave. SE
Albuquerque, New Mexico 87106

Thereafter, the Architectural Control Committee shall be appointed by the Owners' Association. Until such time, the Declarant reserves the right to substitute any other person for, replace or appoint a successor to any member of such Committee. The Architectural Control Committee at its option is authorized to adopt its own bylaws, policies and procedures consistent with the requirements of this paragraph. Decisions of the Committee shall be by majority vote and may be made in writing without a meeting.

The Architectural Control Committee shall have the right from time to time to make changes in the shape, size, location, number and extent of the land, buildings and other improvements constituting the common area or any improvements within Academy Office Park.

ARTICLE 3 - REGULATION OF BUILDINGS AND IMPROVEMENTS

3.01 Permitted Operations and Uses.

The lots and buildings shall be used only for single story office uses or other uses as determined by the Architectural Control Committee to its sole discretion.

No building improvement or landscaping shall be erected, placed or altered on any lot, nor shall any construction be commenced thereon until plans for such building or other improvements or landscaping have been approved by the Architectural Control Committee. The only alterations to any building which may be performed without the prior consent of the Architectural Control Committee are alterations which are completely within and under the roof of an existing building.

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ARTICLE 4 - REGULATION OF BUILDINGS AND IMPROVEMENTS

4.01 Building Regulations.

All buildings and structures on the Property must be single story.

All exterior walls must be finished with face brick, or slump rock, or stone, or stucco and glass or their equivalent.

The use of portable buildings, mobile homes or other trailers on any lot for any reason must have the prior written approval of the Architectural Control Committee.

Colors, materials and finishes are to be coordinated on all exterior elevations of the buildings to achieve total on-site continuity. All roof-mounted mechanical equipment, ductwork, and ventilators are to be screened from view. Gutters, downspouts and utility meters and transformers are to be painted to match the surface to which attached. Vents, louvers, exposed flashing, and service doors are to be painted consistent with the color scheme of the building.

4.02 Drainage Requirements.

All construction on and any alterations to any lot, upon the completion thereof, shall conform to the requirements contained in the Drainage Report for Academy Office Park approved for rough grading by the City of Albuquerque on December 13, 1985, prepared by DMJM/Adam, Hamlyn, Anderson, 5700 Harper Drive, NE, Suite 280, Albuquerque, New Mexico 87109, and any amendments thereto.

4.03 Setbacks.

All buildings, located along Academy Boulevard, shall be set back twenty five feet (25') from the property line; all buildings located along Truchas Drive shall be set back (at minimum) at the then prevailing amount required by Albuqerque City Code; all other buildings located within the Academy Office Park development shall be set back ten feet (10') behind the front parking lot, measured from the sidewalk/curb area. This setback shall remain free of buildings and structures, trash bins, storage and loading areas, and fences or walls (other than retaining walls). Sites which front on more than one street must satisfy the front yard requirements for all such streets.

All building sites shall have side yards of not less than five (5) feet, and no buildings or structures, other than fences, shall be permitted in the side yards, provided, however, that where buildings on contiguous lots are planned as an integrated architectural unit, side yard requirements may be varied with the prior written approval of the Architectural Control Committee.

4.04 Landscaping

Within sixty (60) days after substantial completion of the construction of any building on a lot, the entire area of the lot, and up to the public sidewalk, if said lot abuts Truchas or Academy, but excluding the common parking area, which is not covered by buildings must be landscaped with grass, shrubs, flowers, or other soft landscaping. Southwest landscaping, which uses as ground cover, something other than grass, shall not be permitted. All landscaping shall be maintained in a well-kept condition.

The landscaped areas must be planted with grass together with trees and such other plantings as may be approved by the Architectural Control Committee. All areas which are planted with grass shall be irrigated by an underground system which is to be shown on the landscape plan submitted to and approved by the Architectural Control Committee.

4.05 Loading, Storage, and Refuse Collection Areas.

There will be no loading areas unless specifically approved by the Architectural Control Committee in writing.

No refuse collection areas shall be permitted other than those in the common parking areas as shown on Exhibit A.

Outdoor storage areas and service yards are prohibited.

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OF THE ORIGINAL DOCUMENT.

4.06 Screening.

All fencing or other screening materials must be approved by the Architectural Control Committee. All screening will be done with the same materials as those used to finish the exterior walls of buildings on the lot, unless the Committee has given prior written approval of the use of other materials.

4.07 Common Parking Areas.

The common parking areas are as shown on Exhibit A and shall not be altered without the approval of the Architectural Control Committee. Each Owner shall have the right to use all portions of the common parking area and the right of ingress and egress for such use.

4.08 Promotions, Exhibits and Displays.

All carnivals and rides are prohibited on the common parking area, landscaped areas or undeveloped areas of the Property. All promotions, exhibits, displays or the like also are prohibited in these areas unless they have the prior written approval of the Owners' Association.

4.09 Sign Standards.

All signs require the prior approval of the Architectural Control Committee.

4.10 Utilities.

All utility lines and associate facilities furnishing service to the Property shall be installed and maintained underground.

4.11 Lighting.

The exterior lighting of buildings shall conform to the requirements of the Architectural Control Committee.

Declarant shall, at its expense, install three (3) shepard hook pole lights ("pole lights") in the east center parking island and three (3) in the west center parking island. Said pole lights shall be on a separate electric meter and the maintenance and utility expense of such shall be paid by the Owners' Association.

The Architectural Control Committee shall have the right to designate other pole light locations of any lot Owner within the Property. Said lot Owner shall pay the expense of the pole lights, installation and utility expense. The maintenance of such shall be paid by the Owners' Association. In order to maintain general aesthetics of the Property, all pole lights installed on any lot Owner's Property shall be equipped with a photocell to allow the pole light to come on at dusk and go off at sunrise.

4.12 Maintenance.

Each undeveloped lot, and the grounds, buildings and improvements of each developed lot shall be kept in a safe, clean, wholesome condition. All unpaved areas shall be maintained in a weed-free condition.

ARTICLE 5 - THE OWNERS' ASSOCIATION

5.01 Formation of the Owners' Association

An Owners' Association, which shall be a non-profit corporation, shall be formed in order to provide for enforcement of these restrictive covenants, and for the continuing maintenance and repair of improvements on the Property which are of common value to Owners. Each Owner shall be a member of the Owners' Association.

The Owners' Association through its Board of Directors has the authority to do the following:

i. enforce the restrictive covenants and zoning requirements on the Property;

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ii. provide for the maintenance, repair and replacement of the lot improvements other than buildings on the Property, including but not limited to pavement repair or repaving, sweeping, and snow removal; and keeping undeveloped lots, other than lots owned by Declarant, weed free;

iii. provide for the maintenance and repair of the landscaping, underground sprinkler system, vehicular ingress and egress ways, and common parking area;

iv. repair damage to landscaping, paving and other surface improvements which may be caused by excavating underground gas, electrical, water or sewer utility lines;

v. establish and maintain a reserve fund, in a reasonable amount, to cover attorneys' fees which it may incur in carrying out its duties;

vi. assess Owners, in advance if desired, for the equitable share of the costs incurred by the Owners' Association pursuant to this Declaration;

vii. appoint a managing agent to act in its behalf for the collection and accounting of said fees and to pay said agent reasonable fees for such;

viii. after all of the vacant land in the Property has been improved through the construction of buildings, parking and landscaped areas, perform the functions of the Architectural Control Committee, either (a) by delegating this function to its Executive Committee, or (b) by appointing a separate Architectural Control Committee, or (c) by designating itself as the Committee;

ix. grant additional easements for utilities in addition to those now shown and designated on the most current plat of the Property as well as easements for the performance by the Owners' Association of the covenants for the exterior maintenance and development of the Property; and

x. perform such other functions as it may assume in accordance with its own procedural rules.

Any action of the Board of Directors is subject to modification by the members of the Owners' Association, but shall be valid until so modified.

5.02 Assessments.

Assessments shall be made as follows:

(a) Assessments of Owners for all expenses incurred by the Owners' Association (including reserves) shall be made based on the land size of each Owner's Lot within the Property. Thus the percentage of such expenses to be paid by an Owner shall be the ratio of the square feet of land area on each Owner's Lot to the total square feet of the Property.

(b) The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Owner from liability of any assessment thereafter becoming due or from the lien thereof.

In the event said assessment is not paid in a timely manner and is unpaid for more than ninety (90) days, the president of the Owners' Association shall execute a sworn affidavit stating the amount owed, legal description of the lot that said assessment is owed by and a statement that said amount is more that ninety (90) days past due, with said statement to be notarized and to be completed and recorded in the necessary statutory form to create a lien against said lot.

(c) The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners within the Property as well as the payment of liability insurance premiums for the common area and for the improvement and maintenance of such common area.

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(d) Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Owners' Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Owners' Association shall provide that said management agreements may be cancelled by an affirmative vote, as described herein, of the Owners' Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or the Board of Directors to effect a new management agreement prior to the expiration of any previous management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

(e) Each lot Owner shall have the right to cast one (1) vote for each square foot of land owned by said Owner within the Property.

5.03 Waiver.

Each Owner hereby waives any right to recover for errors in good faith judgment, arising out of or in connection with action or inaction by the Declarant.

ARTICLE 6 - LOT OWNERS

Each Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot subject to this declaration.

Each Owner shall pay the real property taxes and assessments levied upon that Owner's Lot.

In addition, each Owner shall maintain adequate insurance for any and all insurable improvements on its lot. In the event of a damage or destruction by fire or other casualty to any building on a Lot or other Property covered by insurance written in the name of the Owner, said Owner shall, with the consent of the mortgagee, if any, upon receiving the insurance proceeds, contract to repair or rebuild such damaged or destroyed portion of said improvement in a good workmanlike manner in conformance with the original plans and specifications approved for said Lot. In the event such Owner refuses or fails to rebuild any and all such damage within one hundred eighty (180) days, the Owners' Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild such in a good and workmanlike manner in conformance with the original plans and specifications. The Owner shall then repay the Owners' Association in the amount actually expended for such repairs plus a penalty fee of ten percent (10%) on the total amount expended and the Association shall have a lien securing the payment of such, and subject to foreclosures as provided herein, as referred to in 5.02(b).

Each Owner shall maintain its building in a professional manner. In the event the Owner fails to do so, after being given thirty (30) days prior written notice, the Owners' Association shall have the right to make such repairs and assess the Owner for such plus a penalty fee of ten percent (10%) on the total amount expended.

All utilities, fixtures and equipment installed within each Lot, commencing at a point where the utility lines, pipes, wires, conduit or systems enter that portion of the Lot not considered common parking area shall be maintained and kept in repair by the Owner thereof. Any Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots.

ARTICLE 7 - COMMON MAINTENANCE COSTS

The following improvements in the Property shall be maintained and repaired on behalf of the Owners and the costs of which will be borne as provided in paragraph 5.02, above:

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i. all of the site improvements within the common area of the Property, as shown on Exhibit A, together with the utility easements as shown on the plat of the Property;

ii. all of the landscaping and landscape-sprinkler systems and time-clocks for all of the areas which are required to be landscaped under these covenants;

iii. the free-standing signs and directory signs identifying the Property (and the underground electrical wiring therefor);

iv. the common parking area;

v. such other improvements on the Property which are of common benefit to the Owners, as the Owners' Association may agree to maintain.

Persons authorized to carry out such maintenance and repair shall have access to the above for that purpose.

ARTICLE 8 - SUBMISSION AND APPROVAL OF PLANS

8.01 Submission of Plans.

(a) All new construction in the Property and all changes to the exterior appearance of any existing building (including color changes and changes in exterior lighting) must have the approval of the Architectural Control Committee before such construction or changes are begun.

Two sets of plans are to be submitted to the Architectural Control Committee for all drawing phases discussed herein (e.g., master site plan, preliminary site plan, working drawings, final construction plans, revisions, additions). One set will be returned to the applicant with comments.

(b) Preliminary Site Plan. A preliminary site plan must be submitted to the Committee for approval or disapproval. (The submission of a preliminary plan may save the Owner considerable time and expense.) The preliminary site plan shall include without limitation the following site, architectural, engineering and landscape information:

i. size of site; lot and tract number;

ii. vehicular and pedestrian ingress, egress and circulation;

iii. employee and guest parking layout;

iv. building location and square footage;

v. projected number of employees;

vi. front yards, side yards and back yards (setbacks);

vii. building and roof lines;

viii. service and loading areas;

ix. building elevations showing materials, colors and finishes for all exterior design elements;

x. location and design of fencing and screening;

xi. planting areas;

xii. signs;

xiii. indication of existing topography;

xiv. finished grades;

xv. drainage and utility connections to existing lines;

xvi. such other information as the Architectural Control Committee may require.

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REPRODUCED FROM THE ORIGINAL DOCUMENT

(c) Final Construction Plans. Final construction plans, consistent with the preliminary site plan as approved by the Architectural Control Committee, must be submitted to the Committee for approval or disapproval. These plans shall include the information listed above for Preliminary Site Plans and, in addition shall show:

i. fencing, screening and signing details;

ii. specifications showing the size, scope and placement of all exterior mechanical equipment;

iii. exterior lighting control,

iv. sign location and detail;

v. elevations (all sides) and construction details for the building(s);

vi. landscape plan, including trees, shrubs, groundcover and underground sprinkler/irrigation systems; and

vii. such other information as the Architectural Control Committee may require.

(d) Phased Development. Submission of a master site plan will be required only when ultimate lot development occurs in phases. The master site plan is to be reviewed and approved before preliminary site plans are submitted. The master site plan will show the phases of development, and as to each phase will include the following:

i. indication of total building complex with roof lines;

ii. vehicular and pedestrian circulation;

iii. employee and guest parking;

iv. grading, drainage and utilities;

v. design relationship to adjacent properties and streets;

vi. description or sketches indicating architectural character and materials;

vii. a conceptual landscape plan;

viii. proposed time for commencement and completion of construction of each phase of the improvements; and

ix. such other information as the Architectural Control Committee may require.

8.02 Plan Approval.

Approval of building plans by the City of Albuquerque does not constitute approval of the plans by the Architectural Control Committee, nor vice versa; approval by the Architectural Control Committee is merely approval by the Architectural Control Committee and does not guarantee City approval. The burden of City approval is upon the Owner. Plans and specifications submitted to the Committee and all communications with the Committee shall be addressed to the Architectural Control Committee for Academy Office Park, c/o Ken Tekin, Inc., at 6729 Academy Rd., NE, Sutie A, Albuquerque, New Mexico 87109, or to any such other address as the Architectural Control Committee thereafter shall designate in a written notice to Owners and Tenants in the Property.

The Architectural Control Committee shall exercise its best judgment to see that all buildings, improvements and landscaping conform and harmonize with existing structures and landscaping on the Property as to external design, quality and type of construction, materials, color, siting, height, grade and finished ground elevation, and conformance with Article 4 of these restrictive covenants. The actions of the Architectural Control Committee through its approval or disapproval of plans and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

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REPRODUCTION OF THE ORIGINAL DOCUMENT.

8.03 Committee Response Time.

Within thirty (30) days after all required information, plans and specifications have been submitted, the Architectural Control Committee shall either approve or disapprove, in writing, all master plans, preliminary plans and final plans. If said Committee does not act within said period of time, no action shall be considered a disapproval.

8.04 Limitation on Liability.

Neither the Committee nor the Declarant, nor their successors or assigns shall be liable for damages to anyone submitting plans to them for approval, or to any Owner or Lessee of land affected by these restrictive covenants, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the Committee for approval agrees, by the submission of such plans, and every Owner or Lessee of any part of the Property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Committee or the Declarant to recover any such damages.

ARTICLE 9 - BUILDING REQUIREMENTS

9.01 Commencement of Construction

The construction of an office building satisfying the requirements of Article 4, above, together with the construction of all other improvements which are required under these restrictive covenants, shall commence on each lot within two (2) years after the closing of the purchase of the lot from the Declarant. The closing of a sale wherein the purchase price is paid in cash shall be the date that the warranty deed is delivered to the purchaser. The closing of a sale under a New Mexico real estate contract or other similar contract wherein the purchase price is paid over time before the deed is delivered, shall be the date that the contract is made. Construction will be considered to have commenced when all necessary building permits have been obtained, the final construction plans have been approved by the Architectural Control Committee, physical changes to the lot in accordance with the plans approved by the Architectural Control Committee have begun. A failure to have the construction of the building foundation complete within ninety (90) days after the Commencement Date shall be deemed conclusively to be a failure to commence construction. As used herein the "Commencement Date" means the date by which construction is required to commence.

The construction of such improvements shall be completed within one (1) year after the Commencement Date. As used herein, the "Completion Date" is the date by which such construction is required to be completed. To the extent that the completion of construction is delayed due to shortages of materials, destruction of the work-in-progress, or force majeure, the time for the completion of construction shall be postponed by the amount of such delay. The availability or cost of financing construction will not affect the time for commencement or completion of construction in any way.

If the construction of such improvements has not commenced by the Commencement Date, or if such construction is commenced by the Commencement Date, but is not completed by the Completion Date, the Declarant, who sold the lot, shall have the option to purchase the lot from the then current Owner of record on all of the same terms under which the lot was sold by the Declarant, except that (a) the purchase price will be equal to the price at which the lot was sold by the Declarant, plus simple interest at the rate of five percent (5%) per annum on the amount paid in cash to Declarant, and (b) the Declarant will not be required to construct office facilities on the lot.

In order to exercise its option to purchase the lot, the Declarant, within one hundred twenty (120) days after the Commencement Date, or if construction commenced by the Commencement Date, then within one hundred twenty (120) days after construction ceased or after the Completion Date, whichever occurs first, must give written notice of its decision to do so to the current Owner as shown by the records of the Clerk of Bernalillo County. Notice shall be sent or delivered to the address shown on such records, and if no such address be shown, to the address specified in the contract pursuant to which the Declarant originally sold that lot. Should the Declarant fail to give such notice, it thereby shall have waived any right to purchase that lot which it may have held under this section 9.01.

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Should the Declarant so repurchase the lot, or should the Declarant resign possession of a lot through mortgage foreclosure or forfeiture under a real estate contract, the building requirement, set out above, will be suspended, and the date for the construction of improvements under this Article 9 shall run from the closing of a subsequent sale of the lot by the Delcarant to a person who is not a Declarant.

The Declarant's option or right to repurchase any lot under this section 9.01 is separate and apart from the covenant, binding upon the purchaser of each lot that construction will occur on his lot. A waiver of the Declarant's right to purchase a lot is not a waiver of the rights, at law or in equity, which the Declarant, the Architectural Control Committee, the Owners' Association, and the Owners of other lots have to require the contruction of a building on that lot. In enforcing this building requirement mandamus shall be an appropriate remedy to be sought in court.

9.02 Diligence in Construction.

After the commencement of construction, subsequent to final approval of plans and specifications by the Architectural Control Committee, all construction work shall proceed without intentional interruption or delay and shall be completed with due diligence. In any event the construction of the office building must be complete within one (1) year after the commencement of construction.

Landscaping which is required under these restrictive covenants shall be installed within sixty (60) days after the completion of a building on the lot.

ARTICLE 10 - ENFORCEMENT OF COVENANTS.

Violation or breach of any restriction herein contained, after notice of such violation or breach has been presented to such Owner, shall give each Owner, the Declarant, the Architectural Control Committee and the Owners' Association, as applicable, the right to prosecute at law or in equity, the person or persons who have violated or are attempting to violate any of these restrictions, to enjoin or prevent them from doing so, to cause said violations to be remedied or to recover damages for said violation. Any one of the above-listed persons or entities may so enforce these covenants and the cooperation of any other person or entity is not required.

The result of every action or omission whereby any restrictions herein contained are violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by the Committee or by any Owner of property subject to these restrictive covenants.

In any legal or equitable proceedings to enforce these covenants or restrain a violation of these covenants, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceeding. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Declarant, the Architectural Control Committee, the Owners' Association, or any Owner to enfoce any restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

All questions of interpretation, construction, or terms of the covenants shall be resolved by the Architectural Control Committee.

The Architectural Control Committee from time to time at any reasonable hour or hours, may enter and inspect any property subject to these restrictions to ascertain compliance therewith.

ARTICLE 11 - AMENDMENT OF COVENANTS

These covenants may be amended at any time by a written instrument executed by two-thirds of the voting rights (as described in paragraph 5.02) of the Owners' Association. An amendment shall become effective upon its being executed by the required number of Owners and recorded in the office of the County Clerk of Bernalillo County, New Mexico, with the instrument most recently recorded to supercede instruments previously recorded.

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REPRODUCTION OF THE ORIGINAL DOCUMENT.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.01 Notice.

Any notice required to be given to an Owner of a lot under these covenants is effective if actually received by that Owner.

In addition, any notice required to be given to an Owner of a lot under Article 5 or Article 9 of these covenants shall be deemed to have been given and received on the first business day following the date such notice is deposited in the U.S. Mail, postage prepaid, certified, return receipt requested. Notice under Article 5 shall be addressed to the current Owner of the lot as shown on the tax rolls of Bernalillo County, New Mexico, at the address shown on the tax rolls. Notice under Article 9 shall be addressed to the person or persons to whom the Owner sold the lot, at the address stated in the contract pursuant to which such lot was sold.

12.02 Assignments of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon such assignment and assume such duties he or it shall, to the extent of such assignment, have the same rights, obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" includes all such assignees and their heirs, successors and assigns.

12.03 Effect of Invalidation.

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

12.04 Covenants Running with the Land.

All restrictions, conditions, covenants and agreements contained herein shall, as to the Owner of each lot, his heirs, successors and assigns, operate as covenants running with the land effective as of the date of this Declaration.

12.05 Constructive Notice and Acceptance.

Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals this 22 day of November, 1987.

ACADEMY PARTNERSHIP:

Ken Tekin, Inc., General Partner

Frank L. Hines, General Partner

by Ken Tekin, President

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

The foregoing instrument was acknowledged before me this 22 day of November, 1987, by Frank L. Hines, General Partner of Academy Partnership.

My commission expires:
9-17-88

Notary Public

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REPRODUCIBILITY OF THE ORIGINAL DOCUMENT.

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

The foregoing instrument was acknowledged before me this 22nd day of [illegible], 1987, by Ken Tekin, President of Ken Tekin, Inc., General Partner of Academy Partnership.

My commission expires:
8/20/90

Karen Shoemaker
Notary Public

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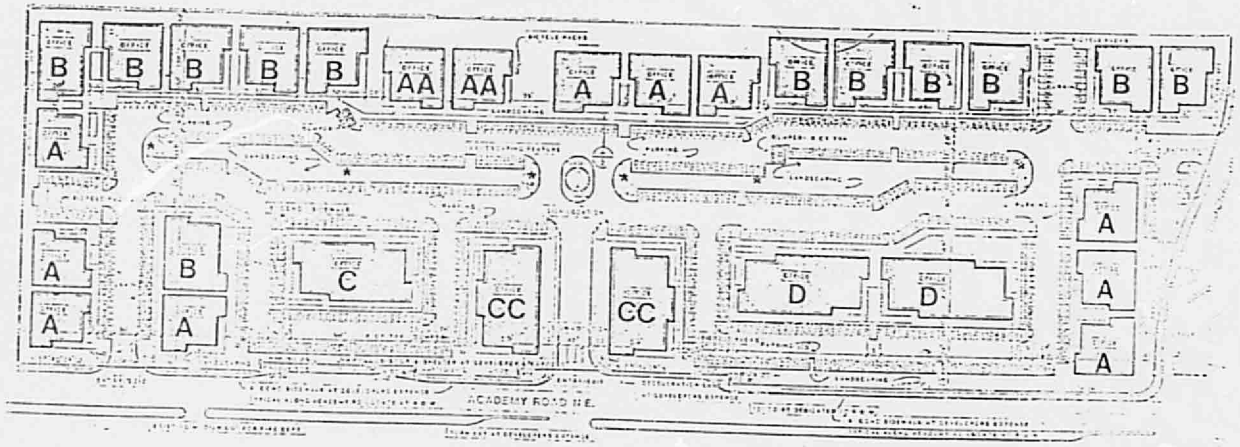
EXHIBIT A

ACADEMY OFFICE PARK



* Approximate location of shepard hook pole lights.

THIS MICROIMAGE IS THE BEST POSSIBLE REPRODUCTION DUE TO THE POOR QUALITY OF THE ORIGINAL DOCUMENT.

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EASTERLING & ASSOCIATES, INC.
5643 Paradise Blvd. NW
ALBUQUERQUE, NEW MEXICO 87114

(505) 898-8021

LETTER OF TRANSMITTAL

DATE 6-26-89 JOB NO. 2431.2

ATTENTION BERNIE

RE: FIRST NATIONAL BANK ARADEMY E.18/D.17

TO COA HYDROLOGY

RECEIVED JUN 26 1989 HYDROLOGY SECTION

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☒ Prints ☐ Plans ☐ Samples ☐ Specifications

☒ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			G/P PLAN REVISED
1			DRAINAGE INFO SHEET
1			CONFERENCE RECAP

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval

☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☐ For review and comment ☐ _____

☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO Bernie Montoya

SIGNED: Doug Crowe

If enclosures are not as noted, kindly notify us at once.

PRODUCT 240-2 NEBS Inc. Groton, Mass. 01471

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FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

KEN SCHULTZ
MAYOR

CLARENCE V. LITHGOW
CHIEF ADMINISTRATIVE OFFICER

DAN WEAKS
DEPUTY CAO
PUBLIC SERVICES

FRED E. MONDRAGON
DEPUTY CAO
DEVELOPMENT & ENTERPRISE SERVICES

RAY R. BACA
DEPUTY CAO
PUBLIC SAFETY

June 29, 1989

Charles Easterling, P.E.
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114

RE: REVISED DRAINAGE PLAN FOR FIRST NATIONAL BANK ACADEMY BRANCH, REVISION DATED JUNE 26, 1989 (E-18/D17A)

Dear Mr. Easterling:

Based on the information provided on your resubmittal of June 26, 1989, the above referenced plan is approved for Building Permit.

Please attach a copy of this plan to the construction sets prior to sign-off by Hydrology.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+898)

25×10

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FILE COPY

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

KEN SCHULTZ
MAYOR

March 21, 1989

Charles Easterling, P.E.
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114

RE: REVISED DRAINAGE PLAN FOR FIRST NATIONAL BANK ACADEMY BRANCH, REVISION DATED MARCH 3, 1989 (E-18/D17A)

Dear Mr. Easterling:

Based on the information provided on your resubmittal of March 6, 1989, revisions as indicated are acceptable.

Please attach a copy of this plan to the construction sets prior to sign-off by Hydrology.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya

Bernie J. Montoya, C.E.
Engineering Assistant

BJH/bsj
(WP+898)

25×10

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: First National Bank Academy Branch ZONE ATLAS/DRNG. FILE #: E-18 / D17A

LEGAL DESCRIPTION: Tract "A" Academy Acres TEH unit City of Albuq

CITY ADDRESS: Bernalillo County N.M. 6701 Academy N.E.

ENGINEERING FIRM: Easterling & Assoc. CONTACT: Chuck Easterling

ADDRESS: 5643 Paradise Blvd. PHONE:

OWNER: First National Bank CONTACT: Phil White

ADDRESS: Gallup - Downtown PHONE:

ARCHITECT: The Boehning Partnership, Inc CONTACT: Pat McMurray

ADDRESS: 301 Gold SW Suite 204 PHONE: 242-4044

SURVEYOR: Easterling & Assoc. CONTACT:

ADDRESS: PHONE:

CONTRACTOR: Jayna Corporation CONTACT: Don Power

ADDRESS: PHONE:

RECEIVED MAR 06 1989 HYDROLOGY SECTION

PRE-DESIGN MEETING:

___ YES

___ NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

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 Revision (SPECIFY)

DATE SUBMITTED: ___

BY: ___

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FILE COPY

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

ALBUQUERQUE NEW MEXICO 1706

KEN SCHULTZ
MAYOR

December 16, 1988

Doug Crewe
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114

RE: REVISED GRADING AND DRAINAGE PLAN SUBMITTAL OF FIRST NATIONAL BANK, RECEIVED DECEMBER 5, 1988, FOR BUILDING PERMIT APPROVAL.(E-18/D17A)

Dear Mr. Crewe:

The above referenced submittal dated 12-5-88 is approved for Building Permit. If the Building Permit has already been issued, then it is your responsibility to see that the contractor has this approved Plan for construction purposes.

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

Cordially;

Roger A. Green, PE

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

xc: Dave Cook, Boehning Partnership

RAG/(WP+898)

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: FIRST NATIONAL BANK ZONE ATLAS/DRNG. FILE #: E-18/D17 A

LEGAL DESCRIPTION: BRTON TRACT 'A' ACADEMY ACRES T & H UNIT

CITY ADDRESS:

ENGINEERING FIRM: SAB/SALLING & ASSOC CONTACT: DOUG CRAWE

ADDRESS: 5643 PARADISE BLVD NW PHONE: 898-8021

OWNER: CONTACT:

ADDRESS: PHONE:

ARCHITECT: BOCHNING PARTNERSHIP CONTACT: DAVE COOK

ADDRESS: 301 GOLD SW PHONE: 242 4044

SURVEYOR: CLAUSEN & ASSOC CONTACT: DAVE CLAUSEN

ADDRESS: 3400 STANFORD NE PHONE: 888-0690

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

RECEIVED DEC 05 1988 HYDROLOGY SECTION

PRE-DESIGN MEETING:

___ YES

___ NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 85-354-1

EPC NO. Z 84-59-1

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

X BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

X RESUBMITTAL

DATE SUBMITTED: 12-5-88

BY: DOUG CRAWE

25 x 10

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FILE COPY

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

ALBUQUERQUE NEW MEXICO 1706

KEN SCHULTZ
MAYOR

October 27, 1988

Doug Crewe
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114

RE: GRADING AND DRAINAGE PLAN SUBMITTAL OF FIRST NATIONAL BANK, RECEIVED SEPTEMBER 23, 1988, FOR BUILDING PERMIT APPROVAL.(E-18/D17A)

Dear Mr. Crewe:

The above referenced submittal dated 9-23-88, is approved for Building Permit sign-off by Hydrology. Include this approved Plan with the construction sets routed for sign-off.

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

Cordially;

Roger A. Green, PE

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

xc. Dave Cook, Boehning Partnership

RAG/(WP+898)

25×10

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EASTERLING & ASSOC ES, INC.
5643 Paradise Blvd. NW
ALBUQUERQUE, NEW MEXICO 87114

(505) 898-8021

LETTE . OF TRANSMITTAL

DATE 10-7-88 JOB NO. 2431

ATTENTION

RE: FIRST NATIONAL BANK
E-18 / D17A

Wp+ 898

TO CITY OF ALBUQUERQUE
HYDROLOGY DIVISION

RECEIVED
OCT 07 1988
HYDROLOGY SECTION

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1		13	THE REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ACADEMY OFFICE PARK

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS
PLEASE INCLUDE IN THE FIRST NATIONAL BANK FILE.

COPY TO

SIGNED: Dave Chavez

PRODUCT 240-2 NEBS Inc. Groton, Mass. 01471

If enclosures are not as noted, kindly notify us at once.

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: FIRST NATIONAL BANK ZONE ATLAS/DRNG. FILE #: E-18/D17A

LEGAL DESCRIPTION: PORTION TRACT "A" ACADEMY ACRES T & H UNIT

CITY ADDRESS: —

ENGINEERING FIRM: STERLING & ASSOC INC CONTACT: DOUG CREWE

ADDRESS: 5643 PARADISE BLVD NW PHONE: 898-8021

OWNER: CONTACT:

ADDRESS: PHONE:

ARCHITECT: ROEHLING PARTNERSHIP CONTACT: DAVE COOK

ADDRESS: 301 BOND SW PHONE: 242-4044

SURVEYOR: CLAUSEN & ASSOC. INC CONTACT: DAVE CLAUSEN

ADDRESS: 3400 STANFORD NE PHONE: 888-0690

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

RECEIVED
SEP 23 1988
HYDROLOGY SECTION

PRE-DESIGN MEETING:

___ YES

___ NO

X COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 85-354-1

EPC NO. 284-59-1

PROJ. NO. _____

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

X DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE 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

___ 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: 9-22-88

BY: DOUG CREWE

25×10

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EASTERLING & ASSOC TES, INC.
5643 Paradise Blvd. NW
ALBUQUERQUE, NEW MEXICO 87114

(505) 898-8021

LETTE . OF TRANSMITTAL

DATE 9-22 88	JOB NO. 2431
ATTENTION	
RE FIRST NATIONAL BANK - ACADEMY E-18/D17	

TO CITY OF ALBUQUERQUE
HYDROLOGY DIVISION

WE ARE SENDING YOU ☐ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☒ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1		1	G/D FIRST NATIONAL BANK
1		1	DRAINAGE INFO SHEET
1		1	CONFERENCE RECAP

RECEIVED
SEP 23 1988
HYDROLOGY SECTION

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☒ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: DAVID CRAWFORD

PRODUCT 240-2 NEBS Inc. Groton, Mass. 01471

If enclosures are not as noted, kindly notify us at once.

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

CONFERENCE RECAP

3:00 pm

DRAINAGE FILE/ZONE ATLAS PAGE NO.: E18/D17 DATE: 9/12/88
PLANNING DIVISION NOS: EPC: Z-84-59-1 DRB: 85-354-1
SUBJECT: FIRST NATIONAL BANK
STREET ADDRESS (IF KNOWN): ACADEMY
SUBDIVISION NAME: ACADEMY ACRES

APPROVAL REQUESTED:

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

RECEIVED SEP 23 1988 HYDROLOGY SECTION

WHO	REPRESENTING
ATTENDANCE: CHUCK EASTERLING	EASTERLING & ASSOCIATES
Roger Green	City Hydrology

FINDINGS:

(1). An approved Grading and Drainage Plan is required prior to Building Permit sign off by Hydrology.
(2). Plan must be consistant with approved Master Grading Plan for site. This Plan allows free discharge to Academy. Convey flows to existing sidewalk culverts to the west, or else install new sidewalk culverts in S.W. corner of site. Culverts must pass Q100. If new culverts are not installed direct runoff to existing sediment pond and sidewalk culverts in a manner that controls erosion.
(3). Installation of new sidewalk culverts will require the S.O. #19 process.

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:	Roger A. Green	SIGNED:	[illegible]
TITLE:	Civil Engineer	TITLE:	President
DATE:	9/12/88	DATE:	9-12-88

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

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PLANS/PLATS ON FILE

FILE DESC: E18/D17A

PLANS/PLATS 1

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