



City of Albuquerque

May 18, 2000

Ronald R. Bohannon, P.E.
Tierra West, LLC
8509 Jefferson, NE
Albuquerque, NM 87113

RE: ENGINEER'S CERTIFICATION FOR BESTWAY CLEANERS, (E-19/D25B),
CERTIFICATION DATED 5/17/2000.

Dear Mr. Bohannon,

Based upon the information provided in your submittal dated May 17, 2000, the Engineering Certification for Certificate of Occupancy for the project referred to above is approved.

If you have any questions, please call me at 924-3988.

Sincerely,

Stuart Reeder, P.E.

Stuart Reeder, P.E.
Hydrology Division

xc: Whitney Reiersen
✓ file



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

June 16, 1995

Mark Goodwin
Mark Goodwin & Associates
P.O. Box 90606
Albuquerque, NM 87199

RE: ENGINEER CERTIFICATION FOR ADDITIONAL STRIP SHOPS @ CHERRY
HILLS SHOPPING CENTER (E19-D25B) CERTIFICATION STATEMENT
DATED 5/31/95.

Dear Mr. Goodwin:

Based on the information provided on your June 1, 1995 submittal,
Engineer Certification for the above referenced site is
acceptable.

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

Sincerely,

Bernie J. Montoya

Bernie J. Montoya, CE
Engineering Associate

BJM/dl

c: Andrew Garcia
File

0874914

07237-E
(555.3)

PNM

PUBLIC SERVICE COMPANY OF NEW MEXICO

Post Office Box 2667 / Albuquerque, New Mexico 87103

917

EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreement made this 17th day of April, 1987
by and between Wyo-San Investors, a Limited Partnership

whose address is Post Office Box 14743, Albuquerque, NM 87191
(hereinafter called "First Party"), (his)(her)(their)(its) heirs, successors and assigns, and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation (hereinafter called "PNM") ("Parties").

WITNESSETH:

WHEREAS, PNM is the Grantee of a certain easement filed on the 10th day of August, 1956,
in Book D359, Page 275, (Document No. 3174) of the records of the County of Bernalillo,
State of New Mexico (the "Easement"); and

WHEREAS, First Party desires to encroach upon the Easement as more particularly specified hereinafter, and WHEREAS, PNM has agreed to said encroachment NOW, THEREFORE, for and in consideration of the sum of One and No/100 (\$1.00) DOLLAR, in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, PNM does hereby grant First Party the right to encroach upon the Easement only to the extent and for the purposes set forth below:

Encroachment of parking spaces 150 feet into a one-hundred-fifty (150) foot easement and the encroachment of a building into the northerly seven (7) feet of a one-hundred-fifty (150) foot easement all as being more particularly shown and described on attached Exhibit "A" which is incorporated herein as part of this agreement.

All construction equipment must maintain 15 feet vertical clearance from all conductors and 10 feet horizontal clearance from all pole structures.

All lighting fixtures and landscaping must not exceed a height of 15.0 feet. PNM reserves the right to either trim or remove any landscaping that exceeds the 15.0 foot height restriction.

Said easement is located in Section 30, T.11N., R.4E., N.M.P.M. and shown on Tract B-1 of the Plat of ACADEMY ACRES, UNIT 17 filed for record in the office of the County Clerk, Bernalillo County in Plat Book C-26, pages 162(1&2) on March 26, 1985.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

87 MAY 12 PM 1:48
BK 485-A Pg. 917-919

GLADYS M. DAVIS
CO. CLERK & RECORDER
DEPUTY

ENTERED

JUN 3 1987

ROW-RMS gave under or by

reason of the Easement, including, but not limited to, the right to build, rebuild, construct, reconstruct, locate, relocate, change, modify, renew, operate and maintain its electric lines (including underground lines), poles, guywires and other electric equipment, fixtures and structures that are now located, or may in the future be located, through, on, within, or under the Easement. First Party agrees to indemnify and hold PNM harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, which may be asserted against PNM by any third party as a result of the encroachment herein. PNM is a party to the Easement and agrees to execute and record a release of the Easement to the extent and for the purposes set forth below.

87000851

PNM 467 8/85

In consideration of PNM granting First Party the right to encroach upon the Easement, First Party hereby agrees to indemnify and hold harmless PNM, its agents and employees, from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement, regardless of the cause of said injuries or damages; provided, however, that notwithstanding anything to the contrary in this paragraph, First Party shall not be required to indemnify PNM for liability, claims, damages, losses or expenses, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by PNM, or the agents or employees of PNM, or (b) the giving of or the failure to give directions or instructions by PNM, or the agents or employees of PNM, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

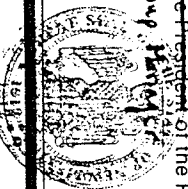
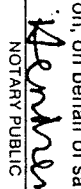
In consideration of PNM permitting First Party to encroach upon the Easement, First Party agrees that PNM shall not be responsible for any damage caused to facilities, equipment, structures or other property of First Party if damaged by reason of PNM's use of the Easement.

First Party shall comply with all applicable laws, ordinances, rules and regulations enacted or promulgated by any federal, state or local governmental body having jurisdiction over First Party's encroachment.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of First Party shall have the right to use, alter or modify the encroachment in a manner which will increase the burden of the encroachment on the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Signature
 FIRST PARTY: *[Signature]* PUBLIC SERVICE COMPANY OF NEW MEXICO
 BY: *[Signature]* Group Manager

PNM USE ONLY		PNM USE ONLY	
STATE OF NEW MEXICO	COUNTY OF <u>Bernalillo</u>	SS	
The foregoing instrument was acknowledged before me this <u>29th</u> day of <u>April</u> , 19 <u>87</u> .			
by <u>JACK Mober</u>			
Vice President of the Public Service Company of New Mexico, a New Mexico corporation, on behalf of said corporation.			
 BOUG HENDREN NOTARY PUBLIC - NEW MEXICO Notary Band Filed with Secretary of State My Commission Expires: <u>6/15/89</u>		 Boug Hendren NOTARY PUBLIC My Commission Expires: <u>6/15/89</u>	
PNM USE ONLY		PNM USE ONLY	

STATE OF NEW MEXICO
 COUNTY OF Bernalillo } SS
 The foregoing instrument was acknowledged before me this 17 day of April, 19 87,
 by H. Griffin Pickard, General Partner of Wyo-San Partnership

 OFFICIAL SEAL
 RICKY G. DANIELS
 NOTARY PUBLIC - NEW MEXICO
 Notary Bond Filed with Secretary of State
 My Commission Expires: 7/9/90

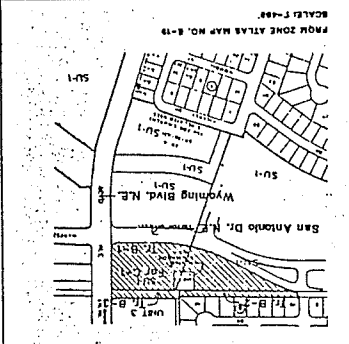
[Signature]
 NOTARY PUBLIC
 My Commission Expires: 9/9/90

FOR RECORDERS USE ONLY

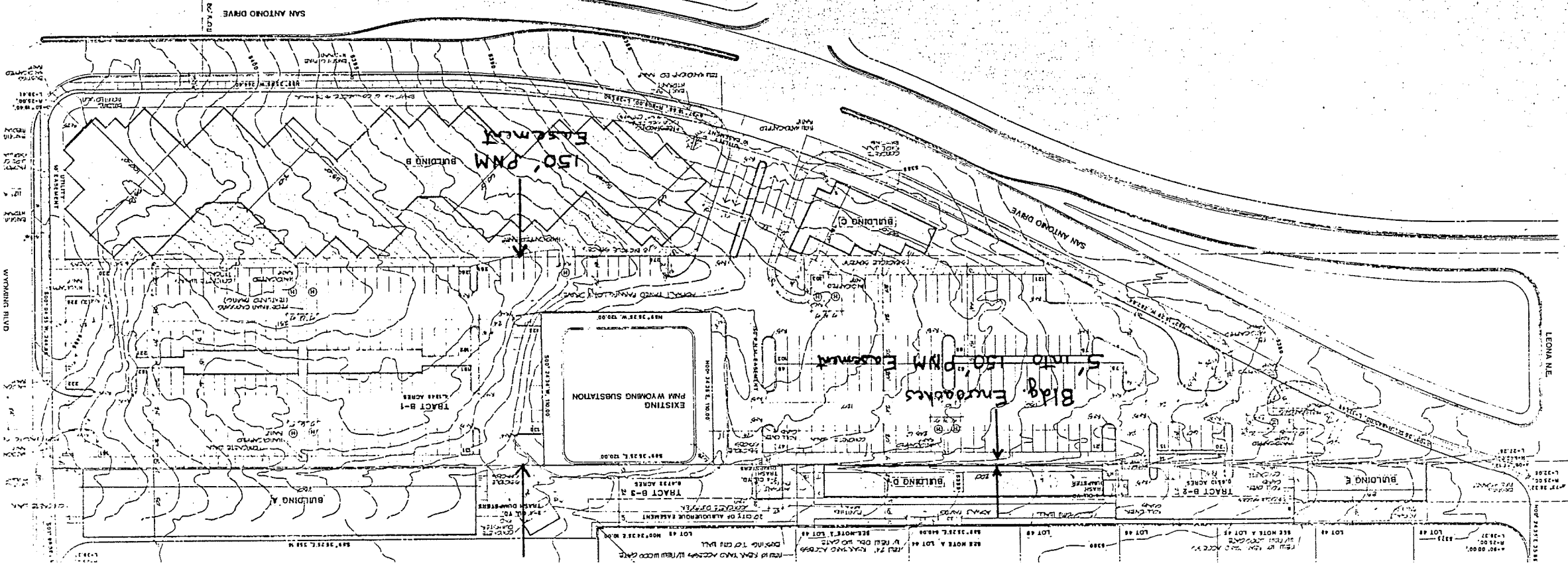
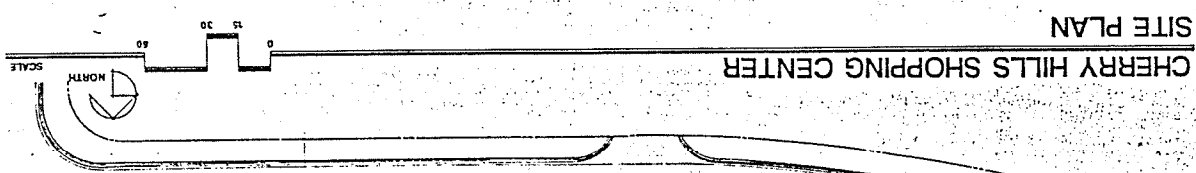
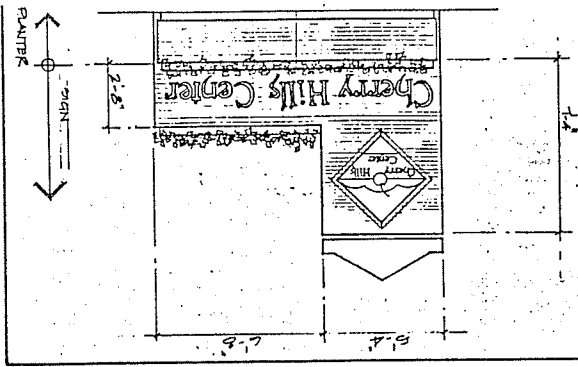
00000001

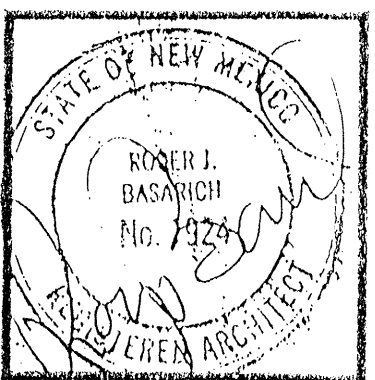
00000001

00000001

[illegible][illegible]

FILE NO. 2-79-68-2	
TRAFFIC ENGINEER	DATE
PARKS & RECREATION DIRECTOR	DATE
WATER RESOURCES ENGINEER	DATE
CITY ENGINEERING/DEVELOPMENT	DATE
I CERTIFY THAT THIS AREA IS ZONED RU-1 AND THAT THIS PLAN IS CONSISTENT WITH THE SPECIFIC DEVELOPMENT PLAN APPROVED BY THE ENVIRONMENTAL PLANNING COMMISSION ON _____	
PLANNING DIRECTOR	DATE





CHERRY HILLS
SHOPPING CENTER
WYOMING BLVD. AND SAN ANTONIO DR.
ALBUQUERQUE, NEW MEXICO

PROJECT
REVISIONS

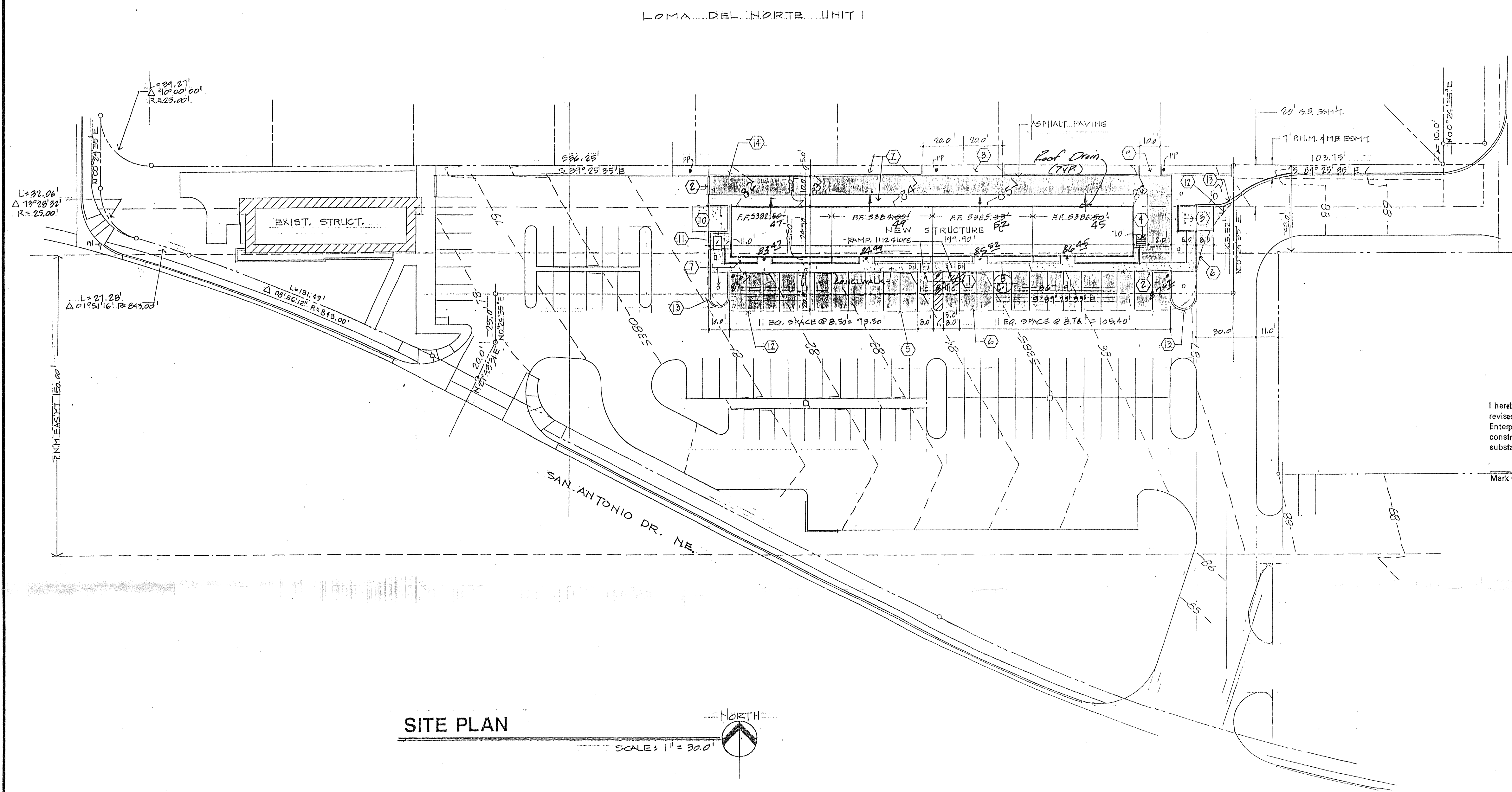
THIS DRAWING IS AN INSTRUMENT
OF SERVICE, AND THE PROPERTY OF
CISTER-BASARICI, ARCHITECTS
LTD. THIS DRAWING MAY NOT BE
REPRODUCED, OR REPRODUCTION
HEREOF USED WITHOUT THEIR
WRITTEN PERMISSION.

DATE 5-20-63

SHEET TITLE

292-3324
St. Sherm
~~292-3324~~
881-8900

SHEET NO.
C-1



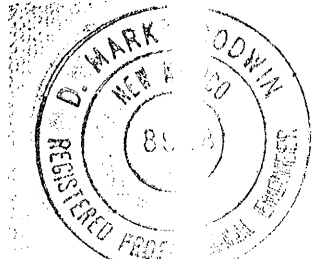
RECORD DRAWING

I hereby certify that the information contained on this drawing has been revised in accordance with information furnished by the Contractor, Wilger Enterprises, and by the Surveyor, Walker Surveying, and reflects the construction as actually accomplished. This plan as constructed is in substantial compliance with the Approved Plan.

Mark Goodwin 5/31/95

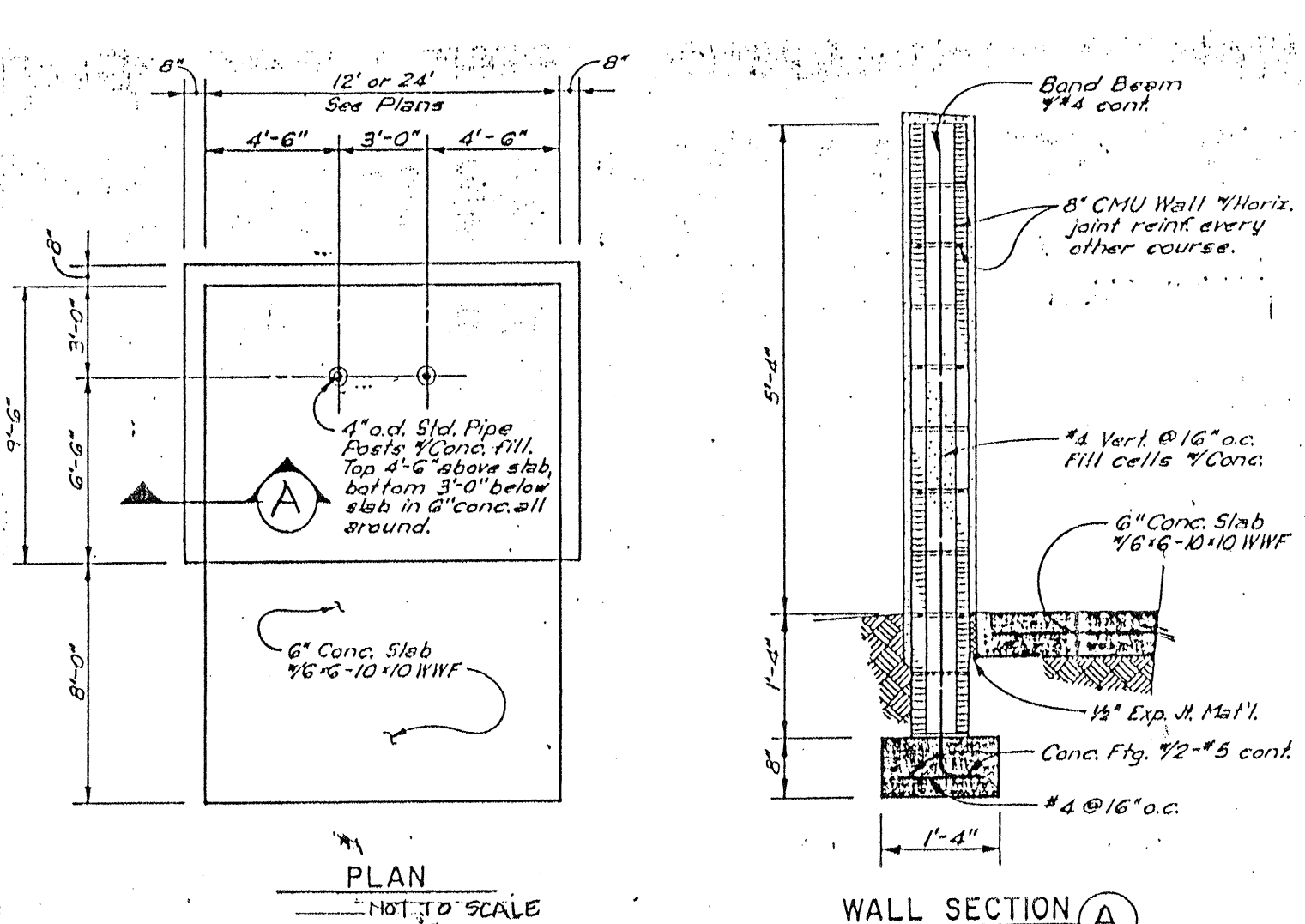
Mark Goodwin, NJMPE 8948

APR 1 1995

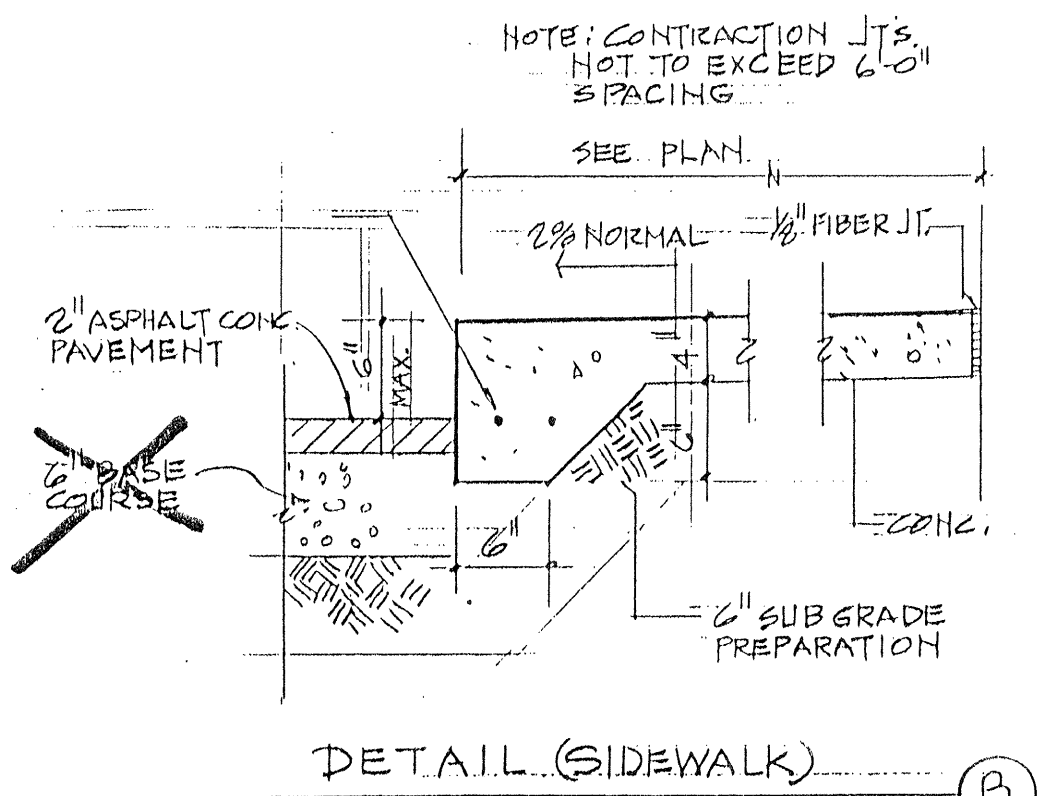


- | NO. | NOTES | REMARKS |
|-----|---|---------|
| 1. | ADA HANDICAP PAINTING SIGN ON GALV. STEEL POLE CENTERED 5'-0" ABOVE PAVEMENT DRIVE. SEE 24" DEEP MIN. | |
| 2. | CONC. ROLL-OVER CURB ALIGNED WITH ACCESS DRIVE. | |
| 3. | 1/4" OF AFG STD. DUMPSTER PAD SEE DETAIL. SLOPE 1/4" TO ACCESS RD. | |
| 4. | 5-UNIT LOBED TYPE B SINGLE RACK - TO BE ANCHORED CONCRETE BASE | |
| 5. | 4" PAVEMENT MARKING STRIPES-WHITE AT REGULAR SPACES BLUE AT HANDICAP | |
| 6. | FIELD VERIFY EXTENT OF ASPHALT PAVEMENT IN THIS AREA-EXTEND PAVING TO NEW CONC. WALL AS REQUIRED | |
| 7. | PROVIDE DUMPBARS & SCHEDULES AND SPRINKLERS @ 10' IN AREA AS SHOWN ON SITE DEVELOPMENT PLAN TYP. | |
| 8. | PROVIDE 5" GRAVEL, PERFORM CENTERLINE CURB TO ADJACENT PROPERTY CENTERLINE | |
| 9. | PROVIDE 5" GRAVEL, PERFORM CENTERLINE CURB TO ADJACENT PROPERTY CENTERLINE | |
| 10. | NEW DOUBLE WOOD GATE | |
| 11. | EXIST. DUMPSTER EASEMENT TO MATCH NEW WORK | |
| 12. | EXIST. TRANSFORMER REPAIR TO MATCH NEW WORK | |
| 13. | EXIST. CONC. & ASPH. REMOVED | |
| 14. | NEW CONC. CURBING TO MATCH PROFILE OF EXIST. ADJACENT CURBING | |
| 15. | PROVIDE CONC. PLAN EXIST. CURB TO THE V. EASTWARD TO THE EX. PROVIDE CUTOFF AT VERIFY EXACT LOC. | |
| 16. | EXIST. CURB TO MATCH EX. & EXTEND CURBING TO PROPERTY LINE. RETURNS AS SHOWN ON OWNER'S. | |

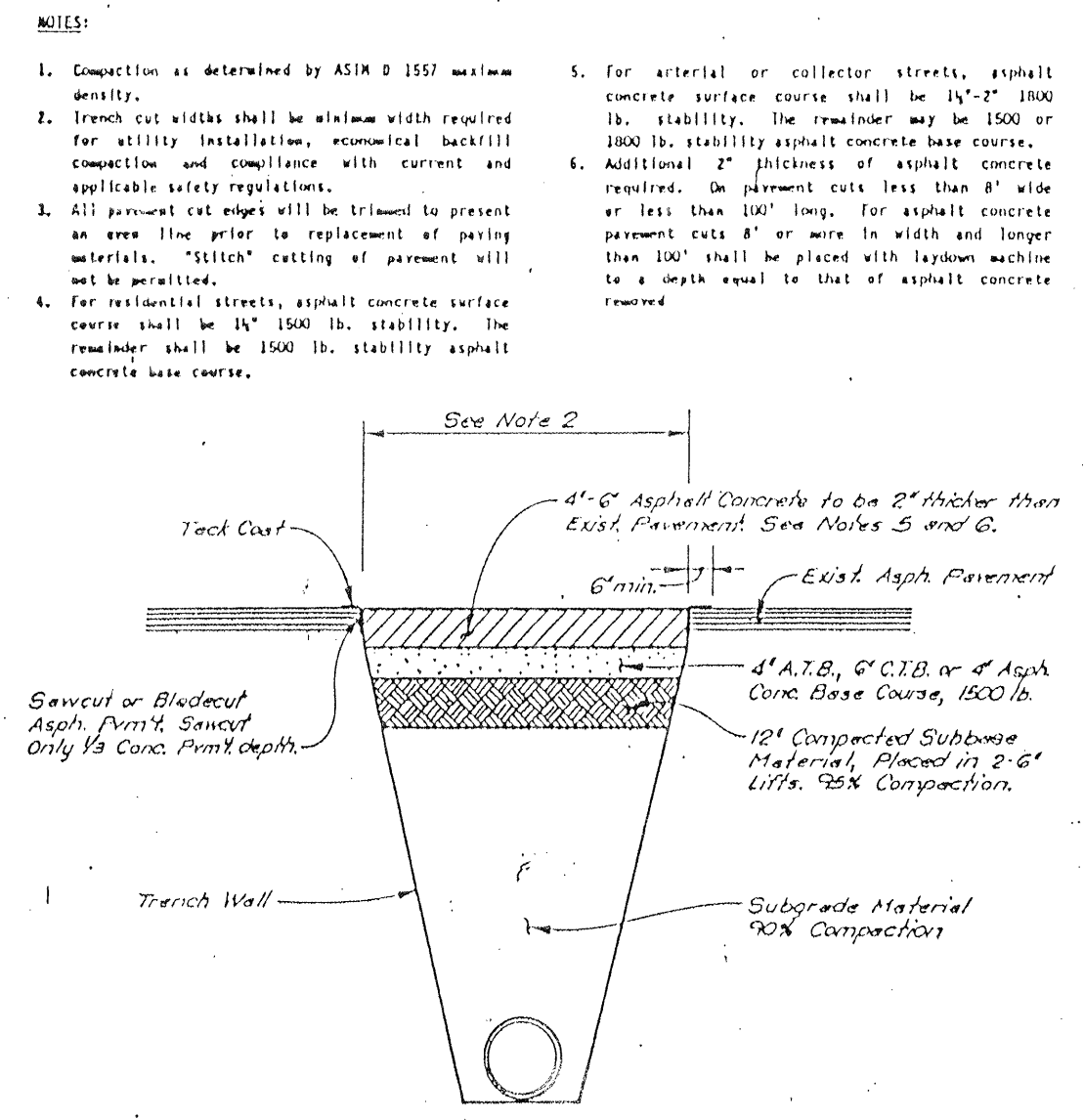
What replaces
this item?
@ front planter
turn down sidewalk
with landscaping



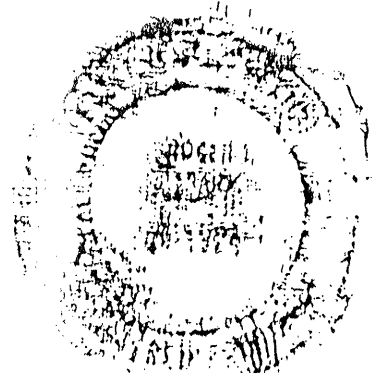
TRASH ENCLOSURE DETAILS

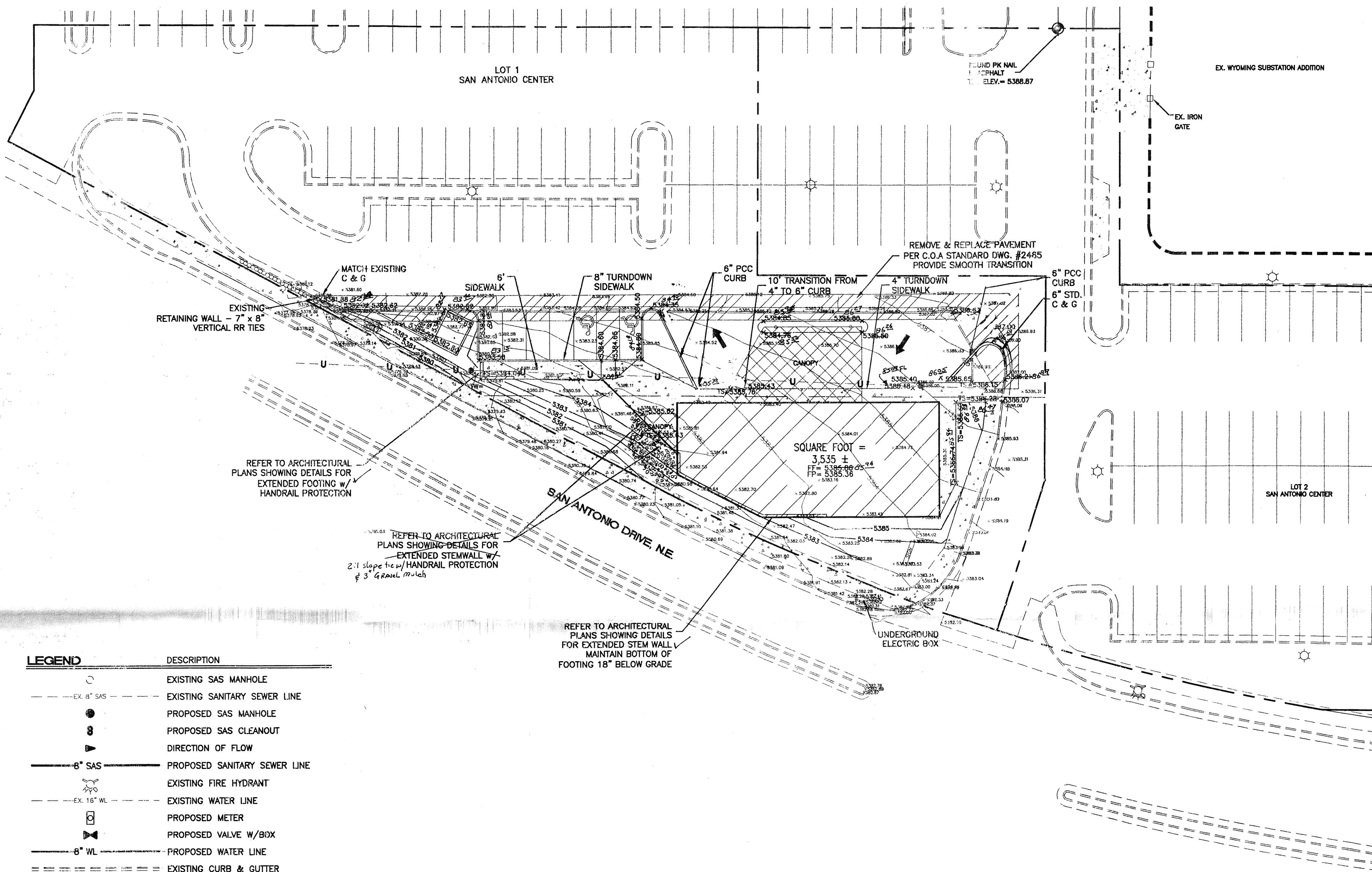


DETAIL (SIDEWALK) _____ (B)



PAVEMENT REMOVAL AND REPLACEMENT





LEGEND	DESCRIPTION
	EXISTING SAS MANHOLE
	EXISTING SANITARY SEWER LINE
	PROPOSED SAS MANHOLE
	PROPOSED SAS CLEANOUT
	DIRECTION OF FLOW
	6" SAS PROPOSED SANITARY SEWER LINE
	EXISTING FIRE HYDRANT
	EXISTING WATER LINE
	PROPOSED METER
	PROPOSED VALVE W/BOX
	6" WL PROPOSED WATER LINE
	EXISTING CURB & GUTTER
	PROPOSED CURB & GUTTER
	BOUNDARY LINE
	EASEMENT
	PROPOSED SIDEWALK
	EXISTING SIDEWALK
	PROPOSED RETAINING WALL
	EXISTING CONTOUR
	EXISTING INDEX CONTOUR
	PROPOSED CONTOUR
	PROPOSED INDEX CONTOUR
	FLOW ARROW
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	FUTURE SPOT ELEVATION
	CENTERLINE
	RIGHT-OF-WAY
	BENCH MARK
	STREET LIGHTS

EROSION CONTROL NOTES:

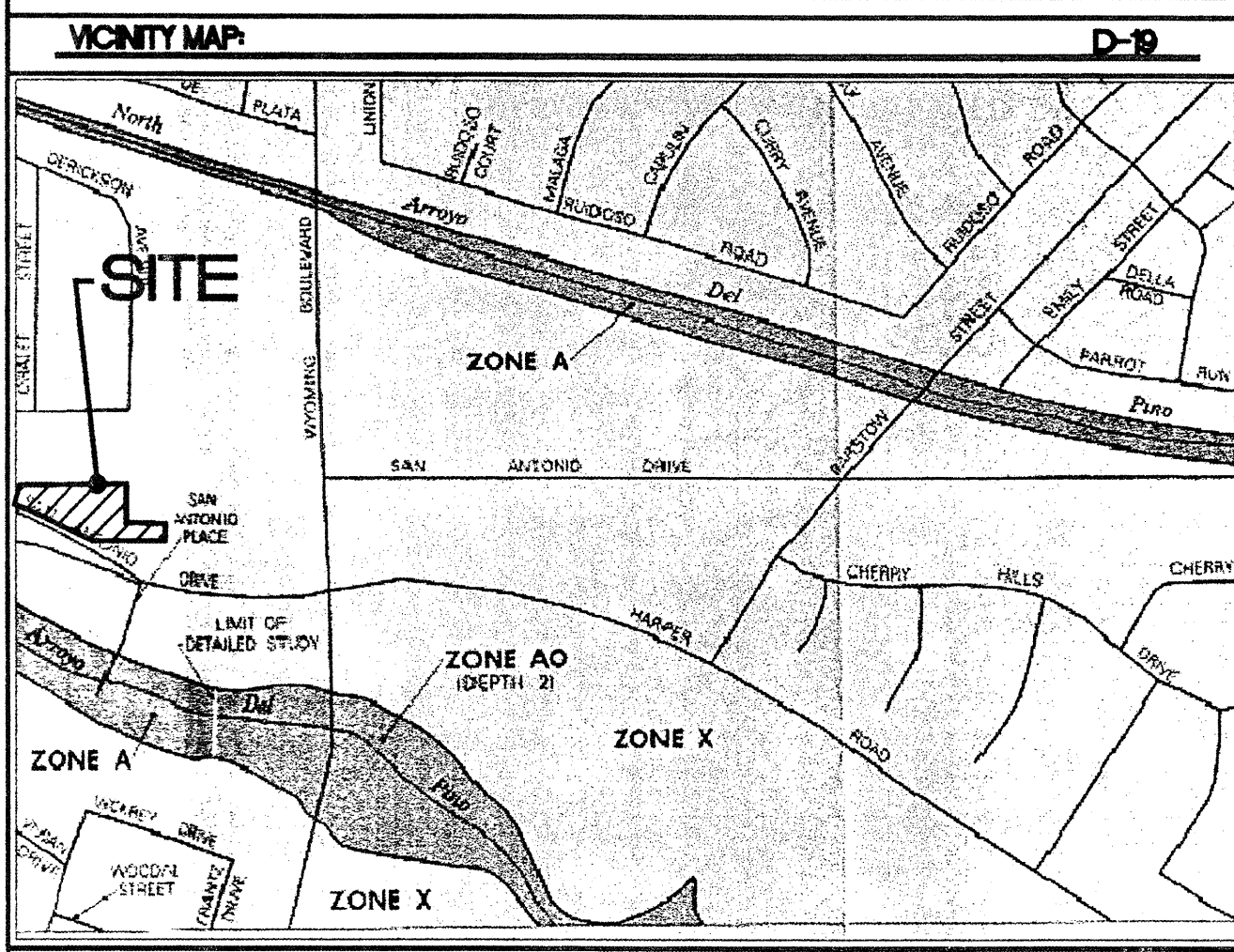
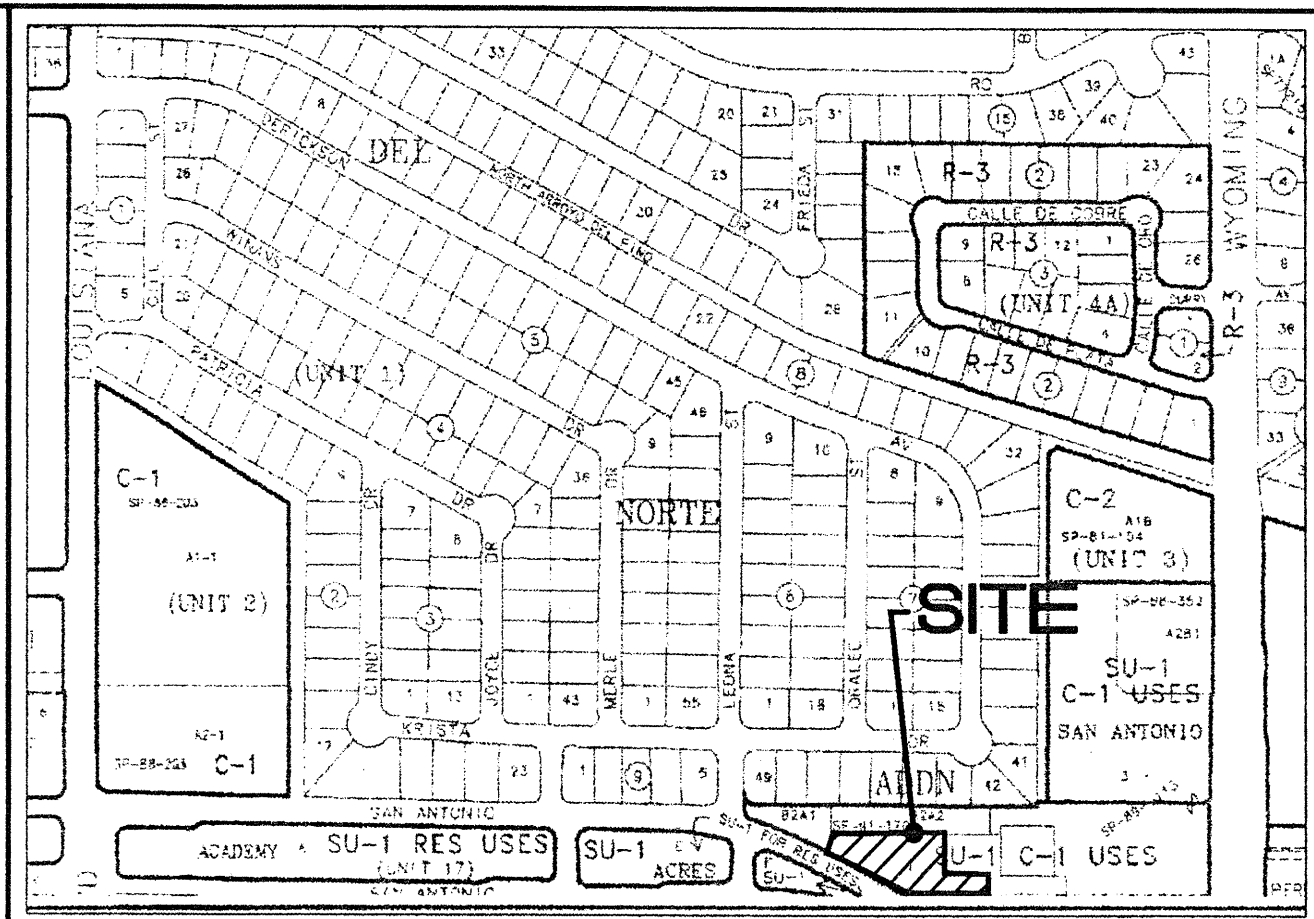
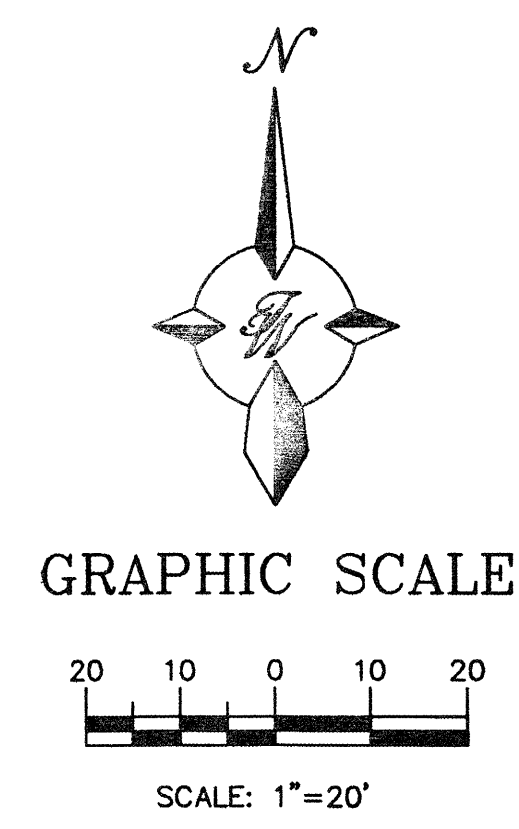
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
- REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL (CITY) ACCEPTANCE OF ANY PROJECT.

FINAL

I certify that the grades shown on the plans have been built in substantial compliance with approved grading and drainage plan dated 12-21-99. Survey information was supplied by SANDIA LAND SURVEYING in accordance with normal surveying practices.

Ronald R. Bohannan
P.E. #7868

5/17/2000
#7868



LEGAL DESCRIPTION:

LOT 1, TRACT A2B, UNIT 3, BELLAMAH'S LOMA DEL NORTE AND A PORTION OF CHERRY HILLS SUBDIVISION

NOTES:

- ALL ELEVATIONS SHOWN ARE FLOWLINE UNLESS OTHERWISE NOTED.
- LOTS 1, 2, & 3 SHARE A RECIPROCAL BLANKET PRIVATE ACCESS, DRAINAGE, UTILITY & PARKING EASEMENT AS CREATED BY THE PLAN RECORDED MARCH 17, 1989; BOOK C19 PAGE 16.

RECEIVED
MAY 17 2000
PWD/DESIGN REVIEW

ROUGH GRADING APPROVAL		DATE
	ENGINEER'S SEAL	DRAWN BY MP
	BESTWAY CLEANERS	DATE
	GRADING AND DRAINAGE PLAN	12-21-99
	TIERRA WEST, LLC 4421 McLEOD ROAD, N.E., SUITE D ALBUQUERQUE, NEW MEXICO 87109 (505)883-7592	9941GR7.DWG
JOB #		990041