

April 3, 1998

Kim Kemper, P.E.  
Kemper-Vaughan  
3700 Coors Road NW  
Albuquerque, NM 87109

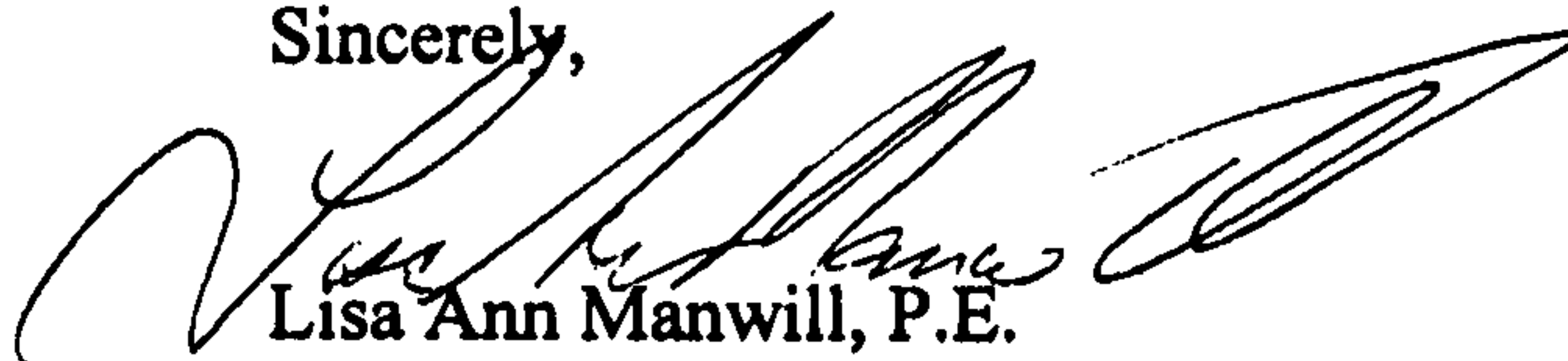
**RE: RE-PLAT TRACT C (F15-D3). CONCEPTUAL GRADING AND DRAINAGE PLAN  
FOR SITE DEVELOPMENT PLAN FOR SUBDIVISION APPROVAL.  
ENGINEER'S STAMP DATED APRIL 1, 1998.**

Dear Mr. Kemper:

Based on the information provided on your March 12, 1998 submittal, the above referenced project is conceptually approved for Site Development Plan for Subdivision.

If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,



Lisa Ann Manwill, P.E.  
Hydrology

c: Andrew Garcia  
File

Good for You, Albuquerque!



## DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is dated as of March \_\_, 1998 and is made by and between Lawrence Olguin and Wanda Olguin, husband and wife ("Olguins") and SCM Partners, LEC, a New Mexico limited liability company ("SCM").

### Recitals

- a. Olguins own the following-described real property:

Tract 110-B-2, Land Division Plat, LANDS OF BERNARDO J. ROMERO, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on February 2, 1977 in Map Book C11, Folio 168

("Tract 110-B-2").

- b. SCM owns the following-described real property:

Tract C, LAND OF MEL SANCHEZ AND LATH & PLASTER SUPPLY CO., INC., as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on April 27, 1979 in Map Book B16, Folio 92

("Tract C").

- c. The parties wish to establish the Drainage Easement described in this Agreement, and to define the rights and obligations pertaining to such easement.

### Agreement

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Olguins and SCM agree:

1. Creation and Establishment. Olguins hereby declare the creation of, on the terms contained in this Agreement, a non-exclusive easement seven feet (7') in width along the southerly boundary of Tract 110-B-2, together with rights of access to such area as may be reasonably necessary for the use and enjoyment of the easement granted by this Agreement ("Drainage Easement"). The Drainage Easement is for the purpose of conveyance of storm

*This could  
be a "pandora's box"*

drainage from Tract C and subdivisions thereof, to public drainage facilities. Olguins represent and warrant to SCM and future owners of Tract C that they have valid title to Tract 110-B-2 and that there are no restrictions or encumbrances affecting Olguins or Tract 110-B-2 prohibiting or restricting the grant of the Drainage Easement.

2. Benefit. The Drainage Easement is appurtenant to Tract C, and will inure to the benefit of the current and future owners of all or any portion of Tract C.

3. Maintenance and Repair. The drainage improvements located within the Drainage Easement shall be kept in a state of good repair and maintenance at all times. The owner(s) of Tract C shall have the responsibility for the cost and direction of maintenance and repair of such improvements. If any owner of Tract C, or any portion thereof, shall fail to repair or maintain the improvements, the owner of any portion of Tract 110-B-2 adversely affected by such failure to repair or maintain the improvements may undertake to repair or maintain the improvements, and shall be entitled to recover the reasonable cost of such repair or maintenance from the owner(s) of Tract C.

4. Limitations on Easement and Enforcement. The Drainage Easement and the enforcement of the terms of this Agreement are subject to the following limitations:

A. The Drainage Easement and the use of same will comply with all applicable laws, ordinances, regulations, orders or rulings of any federal, state, county or municipal government, court or public authority having jurisdiction over Tract 110-B-2 or C.

B. The Drainage Easement is within an existing public utility easement. Use of the Drainage Easement will not interfere with the rights of beneficiaries of the existing easement. This Agreement does not limit the rights of any owner of any portion of Tract 110-B-2 to grant to third parties further non-exclusive or exclusive easements encumbering such owner's property, provided such further easements do not interfere with the use and enjoyment of the Drainage Easement.

5. Modification or Termination. The Drainage Easement may not be modified or terminated without the prior written consent of the then-current owner(s) of Tracts 110-B-2 and C and each division thereof. No lessee or occupant of all or any portion of Tract 110-B-2 or C shall be required to join in or consent to any modification or termination of the Drainage Easement in order for the modification or termination to be effective.

6. Severability. Invalidation of any one or more of the provisions of this Agreement by judgment in a court shall in no way affect any of the other provisions which shall remain in full force and effect.

7. Attorneys' Fees. If any party entitled to the benefit of the Drainage Easement shall employ an attorney or attorneys to enforce any of the provisions of this Agreement or to

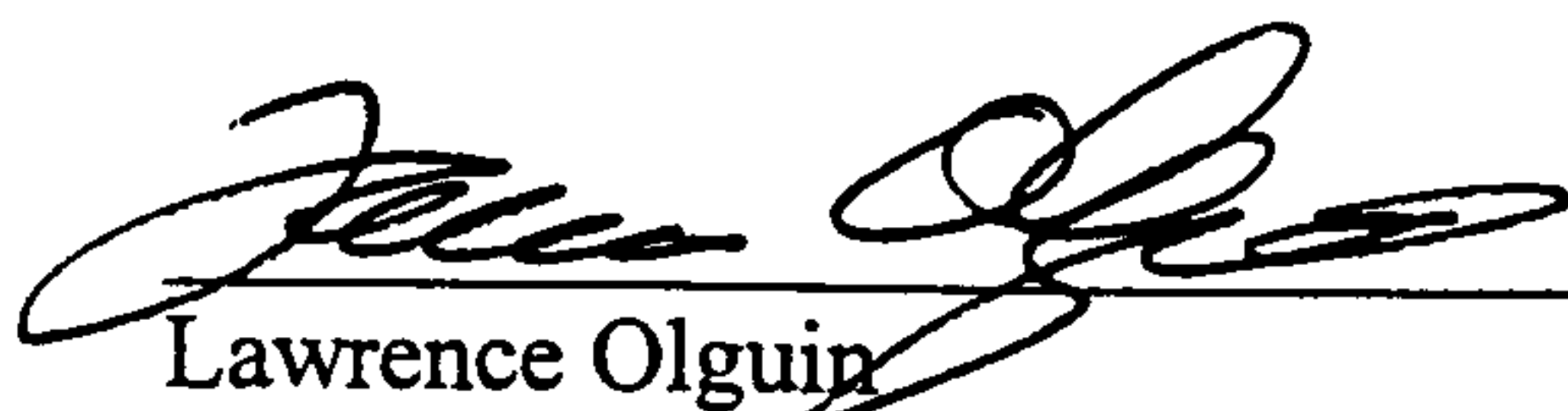


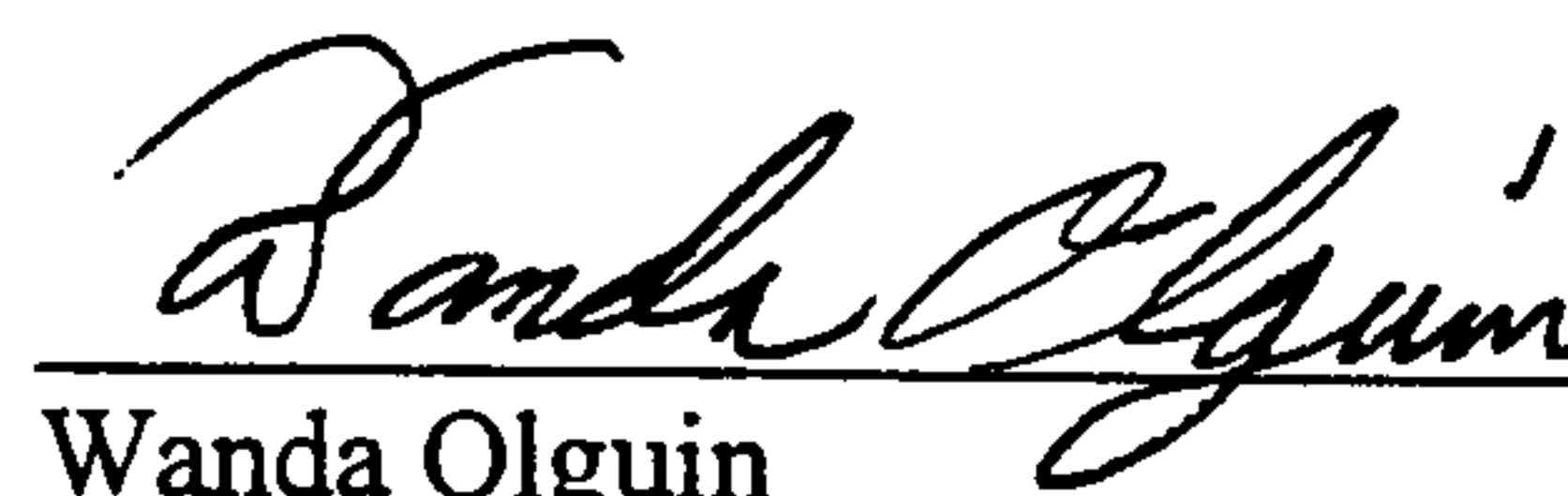


protect its interests in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

SCM PARTNERS, LLC,  
a New Mexico limited liability company

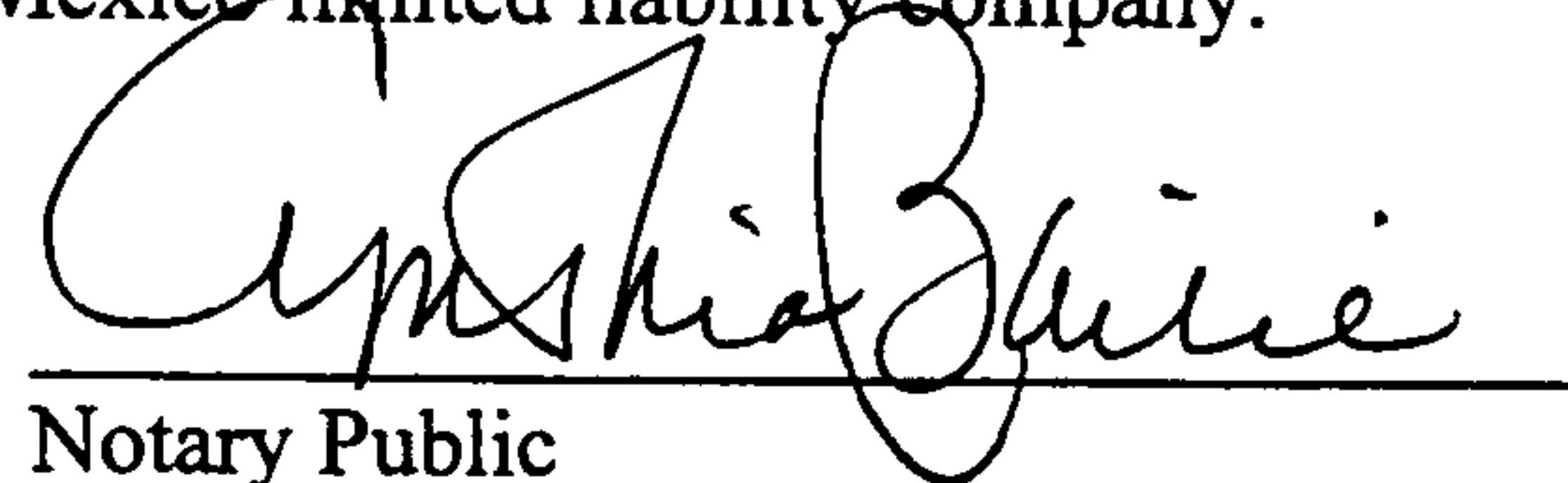
By   
Martin J. Haynes, Managing Member

  
Lawrence Olguin

  
Wanda Olguin

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

This instrument was acknowledged before me on March 26, 1998, by Martin J. Haynes, as Managing Member of SCM Partners, LLC, a New Mexico limited liability company.

  
Notary Public

My commission expires

3.13.99



Judu D. Woodward

Bern. Co. EASE

R 13.00

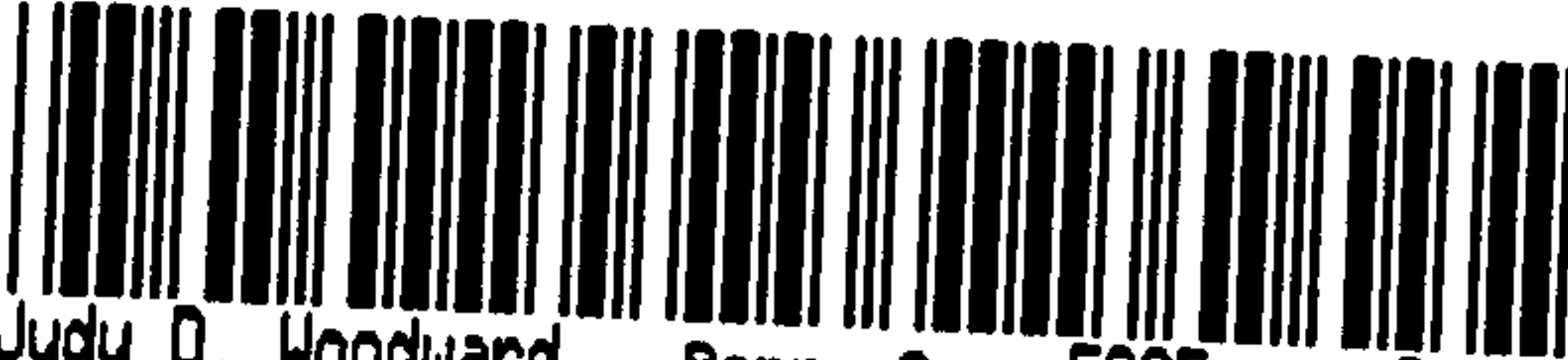
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STATE OF NEW MEXICO                    )  
  ) ss.  
COUNTY OF BERNALILLO                )

This instrument was acknowledged before me on March 25<sup>th</sup>, 1998, by Lawrence Olguin and Wanda Olguin.

Luth M. Escalante  
Notary Public

My commission expires  
1/25/99

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Judu D. Woodward    Bern. Co.    EASE    R 13.00



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

February 26, 1986

Jeff Mortensen  
Tom Mann & Associates, Inc.  
811 Dallas, NE  
Albuquerque, New Mexico 87110

RE: REVISED DRAINAGE PLAN FOR LATH & PLASTER @ 5300 SECOND, NW  
RECEIVED FEBRUARY 18, 1986 (F-15/D3)

Dear Jeff:

The referenced plan, dated February 17, 1986, is approved for Building Permit sign-off.

Please advise your client that the building permit will not be released until an approved replat, or the appropriate easements are submitted for cross lot line drainage.

If you have any questions regarding this project, call me at 766-7644.

Cordially,

Carlos A. Montoya, P.E.  
City/County Floodplain Administrator

BJM:CAM/bsj

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER



# *City of Albuquerque*

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

November 30, 1984

Tom Mann  
Tom Mann & Associates, Inc.  
811 Dallas NE  
Albuquerque, NM 87110

REF: DRAINAGE RESUBMITTAL FOR LATH & PLASTER (F15-D3) RECEIVED NOVEMBER 9, 1984

Dear Tom:

The above referenced plan, dated October 8, 1984, is approved.

Please attach a copy of this approved plan along with the appropriately approved "Drainage Facilities Within City Right-of-Way" document to the construction set prior to Hydrology sign-off.

If I can be of further assistance, please contact me at 766-7644.

Sincerely yours,

Carlos A. Montoya, PE  
City/County Flood Plain Admin.

CAM:mrk

cc: Greg Olson  
Lath & Plaster, 5300 2nd Street, NW

MUNICIPAL DEVELOPMENT DEPARTMENT



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR  
*David Rusk*

February 22, 1979

Chambers, Campbell, Isaacson, Chaplin, Inc.  
3500 Indian School Road N.E.  
Albuquerque, New Mexico 87106

Gentlemen:

Re: Drainage Report Approval  
(Name of Plat) Lath & Plaster Supply Co. Warehouse

Your report has been reviewed and the concepts outlined agree in principle with AMAFCA Resolution 72-2 and current City drainage practices and is therefore approved.

When submitting your final drainage and grading plans, the back up material listed on Attachment No. 1 must be included to facilitate the review procedure. If this data is not included, it will cause delays in the checking procedure.

Very truly yours,

Bruno Conegliano  
Assistant City Engineer-Hydrology

BC/fs

cc - Dick Heller  
Rich Leonard  
Drainage File



**RECEIVED**

FEB 22 1979

**CITY ENGINEERS**

DRAINAGE ANALYSIS

FOR THE

RETAIL SALES AND WAREHOUSE FACILITY

FOR

LATH AND PLASTER SUPPLY COMPANY

Albuquerque, New Mexico

FEBRUARY 1979

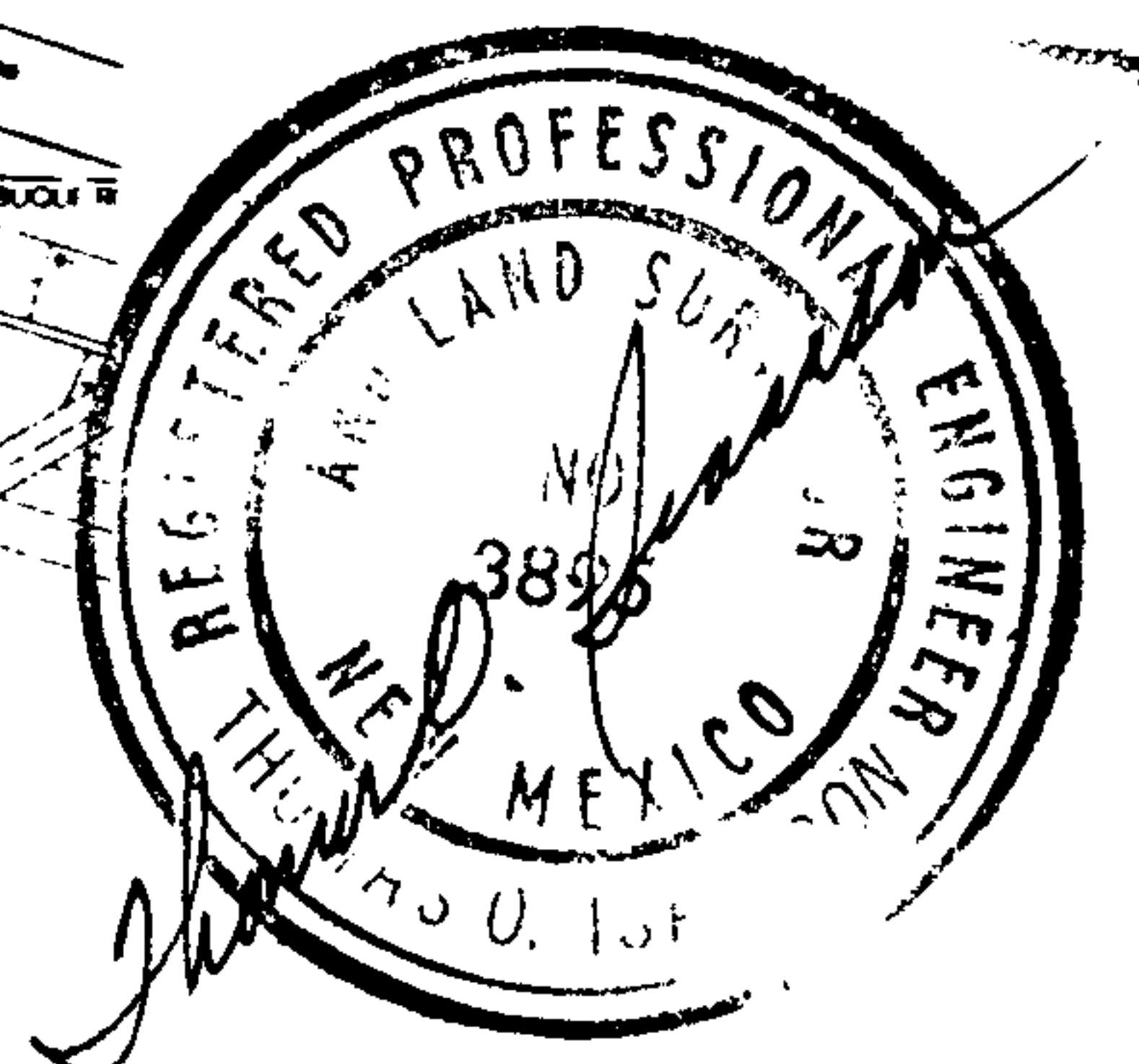
## INTRODUCTION

At the request of the Lath and Plaster Supply Company, project developers for the Sales and Warehouse Facility, CCIC has investigated the storm drainage for the site. This investigation addresses itself to the subject property in its undeveloped condition and analyzes the internal flows in its developed state with recommendations for compliance to A.M.A.F.C.A.'s requirements and area characteristics.

## PROPERTY DESCRIPTION

The property for which this complex is proposed is in the northwest quadrant of the city. In particular, it lies between Second Street and the railroad tracks to the east, and south of Montano Road. The legal description is as follows:

Comprising tracts 84-B-1 and 84-B-2 and the northerly most 50 feet of Tr-110-a, as shown on Middle Rio Grande Conservancy District Property Map No. 32.



## PROPOSED DEVELOPMENT

The proposed development will be in two phases. Phase I shall comprise the main warehouse and sales building along with all required parking. Phase II consists of additional storage sheds with access paving.

Due to the flooding problems of the area, a design that will accomodate all storm runoff from the site is recommended. This ponding area and final site grading shall be part of the Phase I construction.

## DRAINAGE CONDITIONS

The entire site is relatively flat (see Site Grading and Drainage Plan). Flows that would have normally run off to the north are now to be ponded on the site's south border. A 1'-0" high berm along the south boundary is necessary to separate offsite surface flows.

## DRAINAGE DESIGN CRITERIA

Design for 100% retention, due to flooding problems of the area.

Design storm in 6-hr., 100 year rainfall depth = 2.2"

Runoff factors (C) for roofs, pavement = 0.90

for open areas = 0.35

Area of Site = 5.23 Ac. = 227,819 Ft.<sup>2</sup>

Roof, pavement area = 127,000 Ft.<sup>2</sup>

Open area = 100,819 Ft.<sup>2</sup>

### DRAINAGE CALCULATIONS

1. Find Composite "C" Factor

$$(127,000/227,819)(0.90) = 0.50$$

$$(100,819/227,819)(0.35) = \underline{0.15}$$

$$C = 0.65$$

2. Find Volume of Runoff for Site

$$\text{Volume} = (2.2")(1/12 "/A.)(227,819)(0.65) = \underline{\underline{27,148 \text{ Ft.}^2}}$$

3. Pond Capacity

$$\text{At elevation } 73^0, \text{ pond capacity} = 51,920 \text{ Ft.}^3$$

$$\text{Actual pond depth for 100 year storm volume of } 27,148 \text{ Ft.}^3 = \text{Elev. } 72.2$$

### RECOMMENDATIONS

1. Allow all runoff from site to flow into the ponding area along the south boundary.
2. Water blocks shall be provided at each opening along Second Street.
3. Provide openings in the southern perimeter curb of the parking lot, so that surface runoff will not be trapped.
4. At the site's eastern end, provide a ponding area within the turning radius.  
This pond is to handle flows that cannot be forced to the primary pond.
5. Conclusion -- Site design calls for 100% retention of storm runoff.  
Pond capacity is 51,920 Ft.<sup>3</sup>. Actual required volume - 27.148 Ft.<sup>2</sup>.