

9030910

REAL PROPERTY ENCROACHMENT AGREEMENT  
AND COVENANTS UPON REAL ESTATE

Party Project No. 3521

486

F-23/D004

(Building structures into water & sewer easement/damage)

Food & Drug Centers, Inc.,

This Agreement between the City of Albuquerque, New Mexico (City) and Peterson & Reneau, Smith's Management Corp, Giant Industries, Inc. and McDonald's Corp (User) is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the County Clerk.

Recital: The User is the owner of certain real property (User's Property) located at the northeast corner of Tramway and Montgomery NE in Albuquerque, New Mexico which is more particularly described as:

Tract A (Smith's Management Corp.); Tract C (McDonald's Corp.); Tract D (Peterson & Reneau); Tract E (Giant Industries, Inc.) and Tract F (Peterson & Reneau) of Glenwood Hills Addition, Unit 1 (See Exhibit "A")

The City is the owner of certain Real Property, easement or public right-of-way (City's Property) adjoining, abutting or within User's Property. The User wishes to encroach upon, or already has encroached upon, the City's Property by constructing the following "Improvement":

Asphalt paving, curb and gutter, concrete block retaining wall, concrete steps and landscaping.

A sketch of the encroachment of the Improvement on to the City's Property (the "Encroachment") is attached hereto as Exhibit A and made a part of this Agreement.

The City agrees to permit the Encroachment, provided the User complies with the terms of this Agreement.

City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work effects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvement, the User shall, at its own expense, take whatever protective measures are required to safeguard the Improvement.

User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and if required, protecting the Encroachment all in accordance with standards required by the City. User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

(APPROVED AS TO FORM ONLY  
BY LEGAL 3/31/89)

(wp+123208)

Demand for Repair, Modification or Protection. The City may send written notice ("Notice") to the User requiring the User to repair the Improvement or take specified protective measures to safeguard the Improvement within sixty (60) days after mailing of the written notice to User ("Deadline") and the User will promptly comply with the requirements of the Notice. The User will perform all required work by the Deadline at User's sole expense.

Failure to Perform; Emergency. If the User fails to comply with the terms of the Notice by the Deadline stated, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may then assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User shall pay the City the amount assessed within thirty (30) days after the City gives the User written notice of the amount due. If the City employs the City's Legal Department or an outside attorney to enforce this Agreement, the User shall pay the City all costs, charges and expenses, including reasonable attorney's fees for the City's Legal Department or outside attorney, expended or incurred by the City to successfully enforce this Agreement.

Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of the Encroachment and for severance damage to the remaining portion of the Improvement.

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

Peterson & Reneau	Smith's <del>Management Corp.</del> <i>Food &amp; Drug Centers, Inc.</i>	Giant Industries, Inc.	McDonald's Corp.
2325 San Pedro NE	P.O. Box 30550	23733 N. Scottsdale Rd.	5251 DTC Parkway
Albuquerque, NM 87110	Salt Lake City, UT 84130	Scottsdale, AZ 85255	Englewood, CO 80111

Notice may be given to the User either in person or by mailing notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within three days (3) after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

Encroachment Covered. User understands and agrees that the Encroachment is the only encroachment permitted pursuant to this Agreement and that any modification, alteration or extension of the Encroachment shall be a violation of this Agreement. In the event the User violates this provision of this Agreement, the City shall be entitled to require the User to remove the extension, modification or alteration constructed on City property. Upon receipt of Notice from the City as provided herein, User shall promptly remove any extension, modification or addition to the Improvement at User's expense.

Release. This Agreement may be released only upon the signature of the City's Chief Administrative Officer with the concurrence of the City Engineer.

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



Indemnification. The User agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the User the failure of the User to perform any act or duty required of the User herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

In addition, User understands and agrees that it shall be solely liable for any incidental or consequential damages to the Improvement incurred by User arising out of or as a result of the Encroachment. User agrees that the City shall have no liability to User whatsoever for any damages to User or its property resulting from the City's maintenance of its Property and appurtenances thereto.

User specifically acknowledges and understands that the proximity of the Improvement to the waterline and/or sanitary sewer line and/or storm drainage line in the City's Property constitutes an inherent risk to User and its property, and hereby agrees, for itself, its heirs, assigns, successors and personal representatives, that it shall be solely liable for any damages resulting from the location of the Improvement. User hereby releases City from any claims, actions, suits or proceedings arising out of such known and foreseeable risk.

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.

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

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 reasonable capable of completion.

Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not effect the meaning or construction of any of its provisions.

Extent of Agreement. User understands and agrees that the User is solely responsible for ascertaining whether User's Improvement encroaches upon the property or facilities of any other entity and that by entering into this Agreement, the City makes no representations or warranties that the City's property is the only property affected by the encroachment.

The foregoing instrument was acknowledged before me this 6th day  
of October, 1989, by Brian Pye  
Director of Real Estate of Giant Industries, Inc.  
(Title) (Name of Corporation)

Maurice J. Whobel  
Notary Public

My commission expires:

Sept. 1, 1990

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
(Title) (Name of Corporation)

\_\_\_\_\_  
Notary Public

My commission expires:

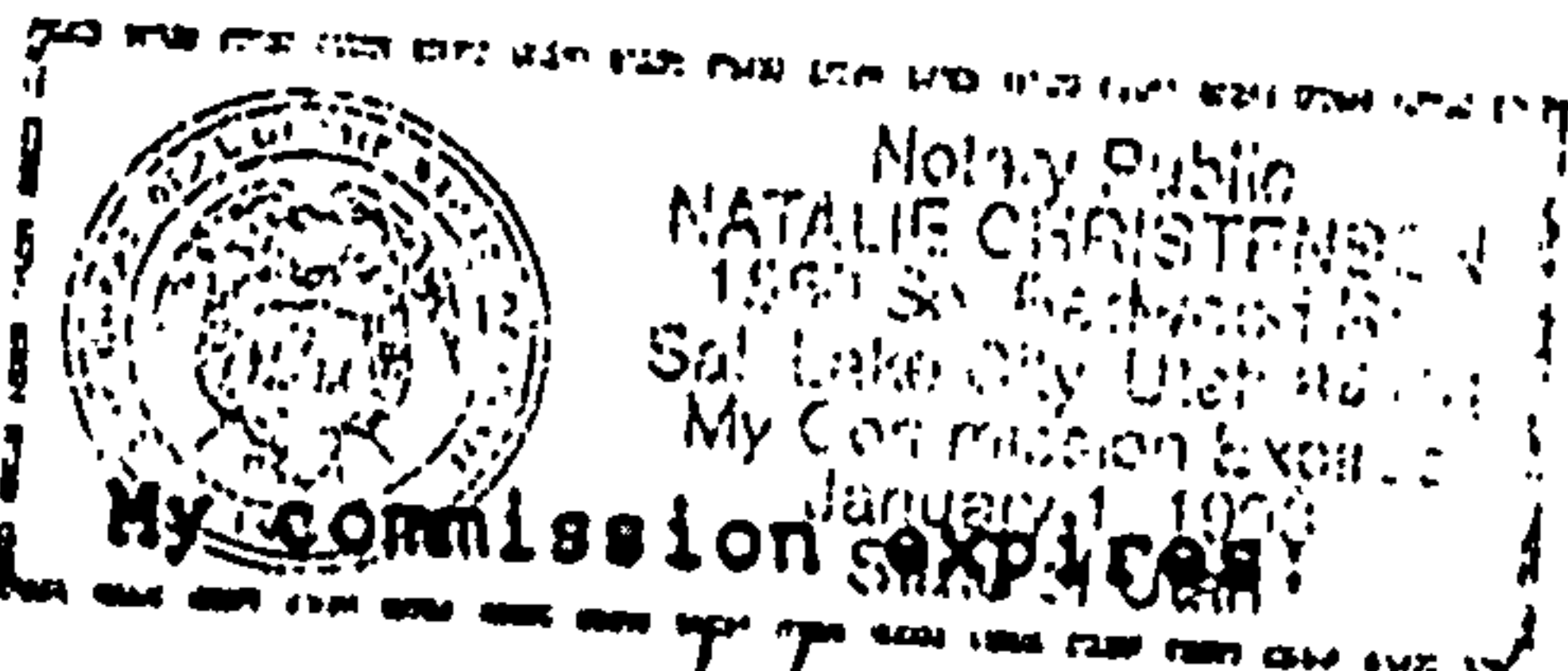
STATE OF ~~NEW MEXICO~~ )

UTAH

COUNTY OF ~~BERNALILLO~~ ) ss. SALT LAKE

The foregoing instrument was acknowledged before me this 5th day  
of March, 1990, by Peter H. Baith  
Assistant Secretary of Smith's Food & Drug Centers, Inc.  
(Title) (Name of Corporation)

Natalie Christensen  
Notary Public



1/1/93





**USER:** McDONALD'S CORPORATION,  
a DELAWARE CORPORATION

490

Date: 1/1 Vice President

Date: 1-23-90

Date: 10/6/89 3/22/90

James A. Ritz James A. Ritz 3/22/90  
Date: 10/2/89  
Smith's Food & Drug Centers, Inc.  
Date: [Signature] 3/2/90  
Acknowledged: [Signature]

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 1990, by ARTHUR A. BLUMENFELD, CHIEF ADMINISTRATIVE OFFICER of the City of Albuquerque, a municipal corporation, on behalf of said

John P. Grant  
Notary Public

12-18-92

The foregoing instrument was acknowledged before me this 2nd day of OCTOBER, 1989, by James A. Peterson (User)

*Pamela M. Castlebury*  
Notary Public

~~February 2, 1992~~

~~OFFICIAL SEAL  
PAMELA M. CASTLEBURY,  
GOVERNOR PUBLIC - STATE OF NEW MEXICO  
Notary Bond Filed with Secretary of State  
Commission Expires 2-2-92~~

(Approved by Legal Department  
as to form only-3/31/89)

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 22nd day  
 of March, 1990 by Brian Pye  
 of Giant Industries, Inc.

*Pamela M. Housman*  
 Notary Public



OFFICIAL SEAL  
 PAMELA M. HOUSMAN  
 NOTARY PUBLIC - STATE OF NEW MEXICO  
 Notary Bond Filed With Secretary of State  
 My Commission Expires 2/2/92

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 22nd day of  
March, 1990 by James A. Peterson  
 of Peterson & Reneau

*Pamela M. Housman*  
 Notary Public



OFFICIAL SEAL  
 PAMELA M. HOUSMAN  
 NOTARY PUBLIC - STATE OF NEW MEXICO  
 Notary Bond Filed With Secretary of State  
 My Commission Expires 2/2/92

STATE OF NEW MEXICO  
 COUNTY OF BERNALILLO  
 FILE

90 APR 20 AM 8:43

90-7 PG 486-494  
 JUDY M. DAVIS  
 COUNTY CLERK & RECORDER  
*Judy M. Davis*  
 DEPUTY

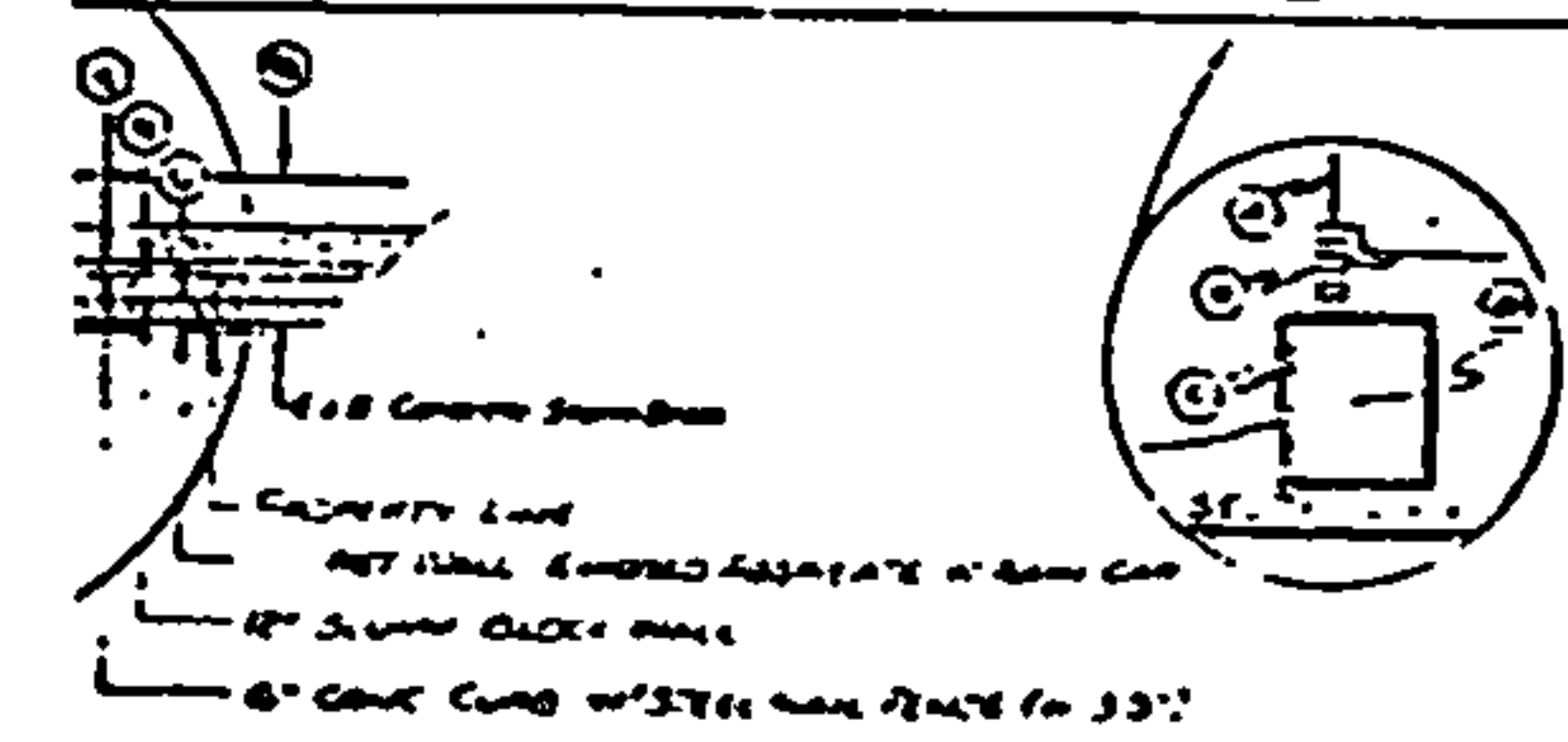
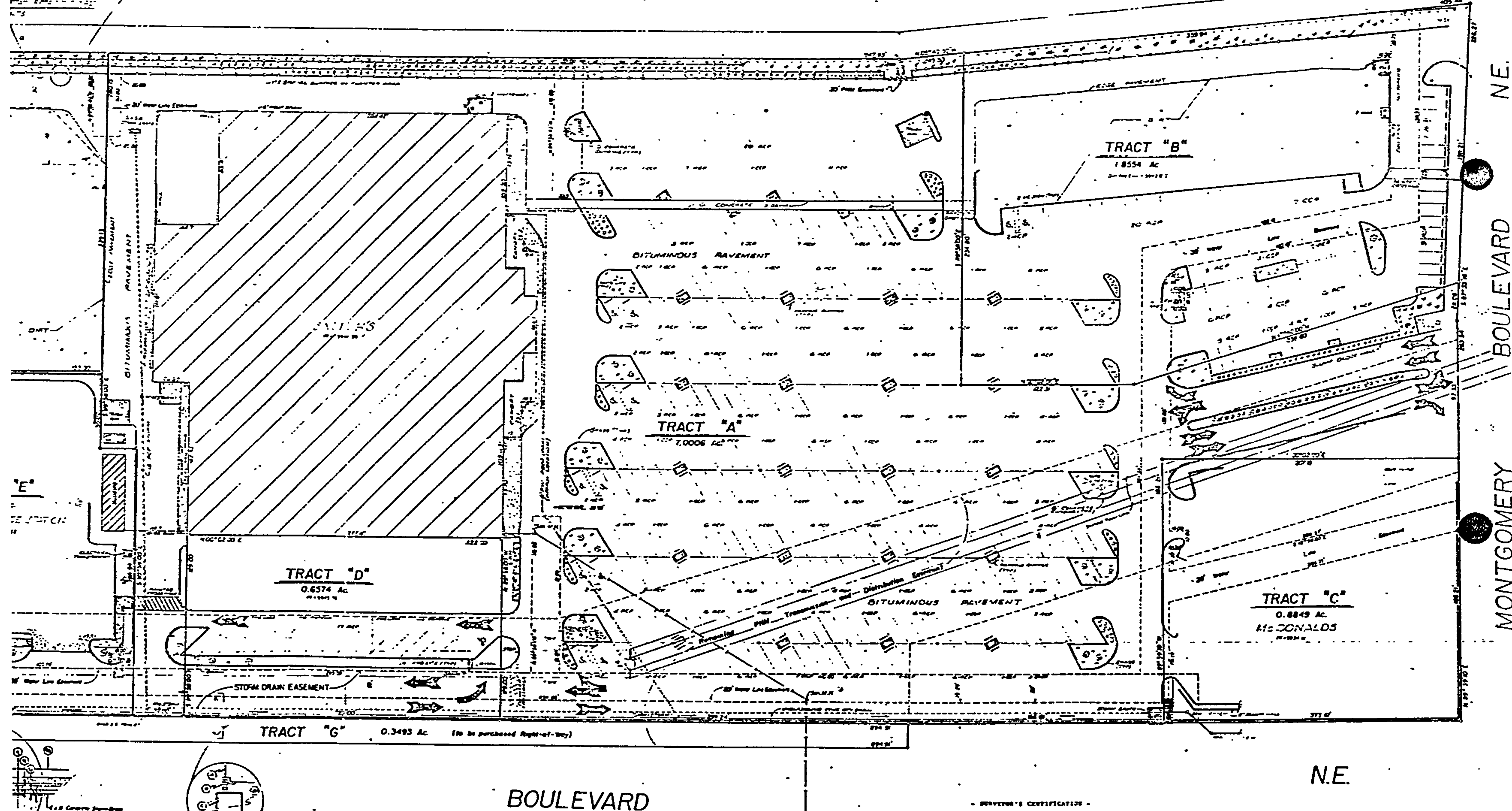
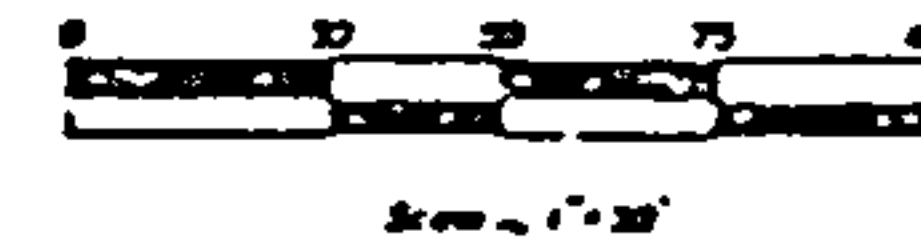


AS BUILT SURVEY  
GLENWOOD HILLS-SHOPPING CENTER  
ALBUQUERQUE, NEW MEXICO  
BERNALILLO COUNTY

494

ZONE ATLAS NO. F-23-Z  
MARCH 1989

- LONG NEEDLE PINE TREES
- GUARD RAIL
- GRAVEL
- PAVED DRIVEWAYS (CONCRETE)
- CONCRETE SURFACE
- 5" DIA CONC POLE W/ YARD LITE
- FIRE HYDRANT
- SISNS
- EM GAS METER
- WM WATER METER
- WV WATER VALVE
- CCP COMPACT CAR PARKING
- RP REGULAR CAR PARKING (STAND-PO)
- NCP HANDICAP PARKING
- PP POWER POLE



- SURVEYOR'S CERTIFICATION -  
I, David B. Armer, hereby affirm that I am a duly qualified Registered Professional Surveyor under the laws of the State of New Mexico and do certify that this plan was prepared by me or under my direct supervision; shows accurate dimensions, and land areas; shows all easements and restrictions as shown on the plot of record or as shown to me by the owners and/or proprietors of the subdivision shown herein, title companies, utility companies or other parties expressing an interest, and that no encroachments exist on said property and that the buildings thereon

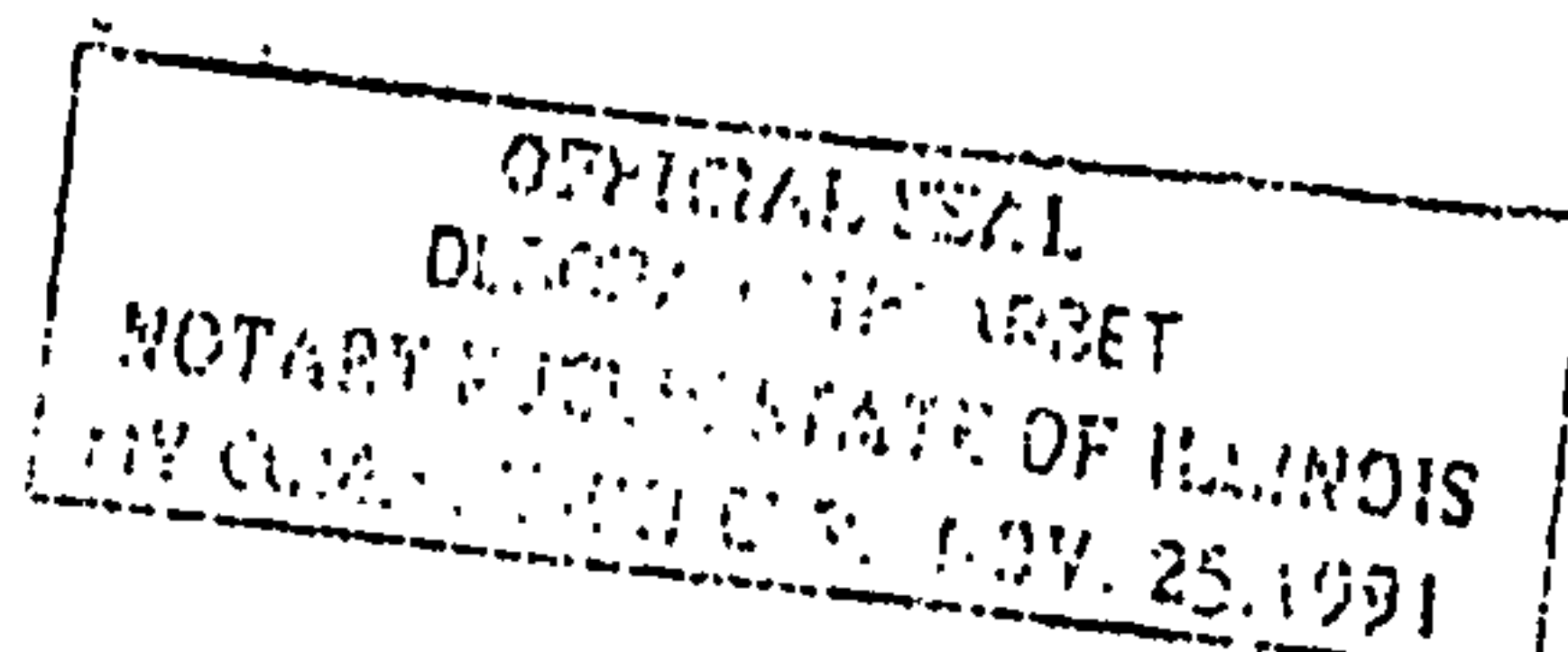
storm - storm drain easement

STATE OF ILLINOIS  
COUNTY OF DuPAGE

SS:

I, Deborah Ann Arbut, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Seymour Greenman, Vice-President, and Michael J. Sise, Assistant Secretary of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice-President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of January, 1990.



Deborah Ann Arbut  
Notary Public

My commission expires \_\_\_\_\_.

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF  
COUNTY OF

SS:

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(they) signed, sealed and delivered the said instrument as (h)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

(ACKNOWLEDGMENT - CORPORATE)

STATE OF  
COUNTY OF

SS:

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President, and \_\_\_\_\_, Secretary of \_\_\_\_\_, a(n) \_\_\_\_\_ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.





May 1, 1996

Martin J. Chávez, Mayor

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

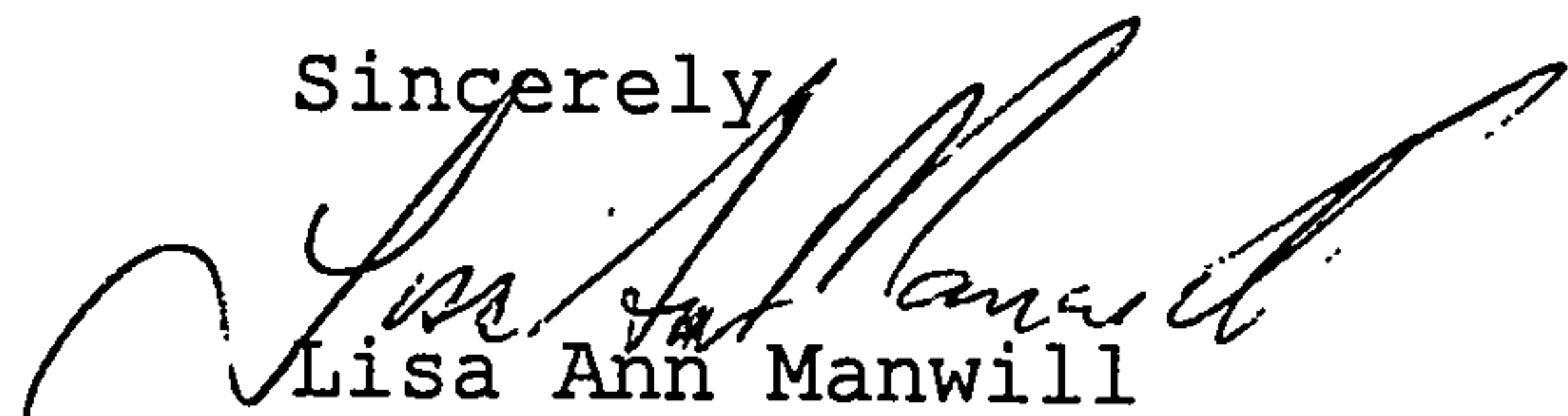
**RE: GLENWOOD STORAGE (F23-D4E) ENGINEER'S CERTIFICATION FOR  
CERTIFICATE OF OCCUPANCY APPROVAL. ENGINEER'S CERTIFICATION  
DATED APRIL 9, 1996.**

Dear Mr. Krenik:

Based on the information provided on your submittal dated April 9, 1996, the above referenced project is approved for Certificate of Occupancy.

If I can be of further assistance, please feel free to contact me at 768-3622.

Sincerely,



Lisa Ann Manwill  
Engineering Assoc./Hyd.

c: Andrew Garcia

File

Good for You, Albuquerque!



# DRAINAGE INFORMATION SHEET

PROJECT TITLE: Glenwood Village Storage ZONE ATLAS/DRNG, FILE#: F-23 / 114E  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: Glenwood Hills, Unit 1, Block 3, Lot "F"  
CITY ADDRESS: 4730 Tramway N.E.

ENGINEERING FIRM: Mark Goodwin & Associates, PA CONTACT: Gregory J. Krenik, PE  
ADDRESS: PO Box 90606 PHONE: 345-2010  
OWNER: Peterson Properties CONTACT: Dick Peterson  
ADDRESS: 2325 San Pedro NE PHONE: 884-3578  
ARCHITECT: de la Torre-Rainhart CONTACT: George Rainhart  
ADDRESS: 7801 Academy NE PHONE: 828-9611  
SURVEYOR: Wilson & Co. CONTACT: \_\_\_\_\_  
ADDRESS: PO Box 3548 PHONE: 345-5345  
CONTRACTOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

## TYPE OF SUBMITTAL:

\_\_\_\_ DRAINAGE REPORT  
\_\_\_\_ DRAINAGE PLAN  
\_\_\_\_ CONCEPTUAL GRADING & DRAINAGE PLAN  
\_\_\_\_ GRADING PLAN  
\_\_\_\_ EROSION CONTROL PLAN  
☒ ENGINEER'S CERTIFICATION  
\_\_\_\_ OTHER

## PRE-DESIGN MEETING:


\_\_\_\_ YES  
\_\_\_\_ NO  
\_\_\_\_ COPY PROVIDED

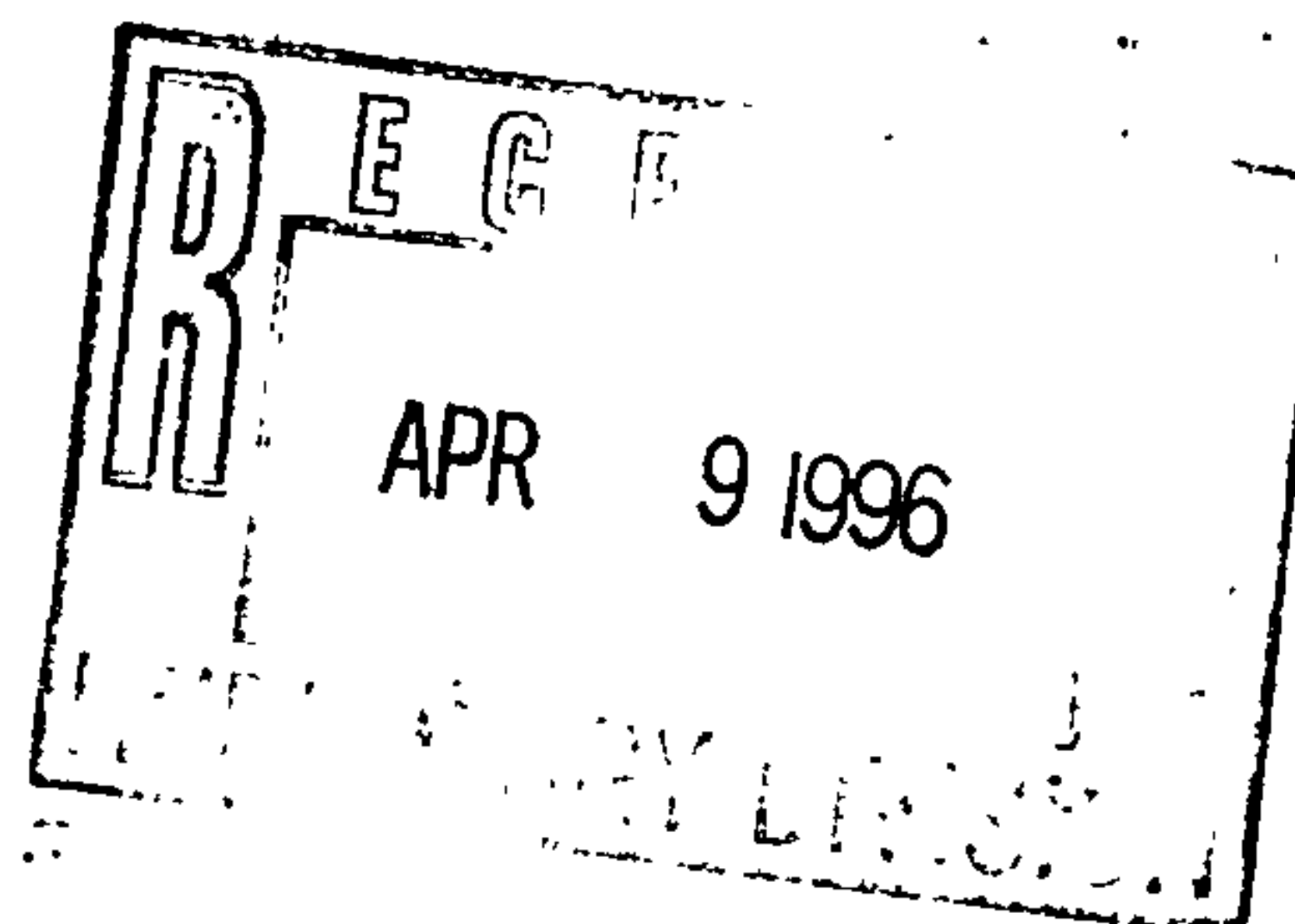
## CHECK TYPE OF APPROVAL SOUGHT:

\_\_\_\_ 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  
☒ CERTIFICATION OF OCCUPANCY APPROVAL  
\_\_\_\_ GRADING PERMIT APPROVAL  
\_\_\_\_ PAVING PERMIT APPROVAL  
\_\_\_\_ S.A.D. DRAINAGE REPORT  
\_\_\_\_ DRAINAGE REQUIREMENTS  
\_\_\_\_ OTHER \_\_\_\_\_ (Specify)

30 day Temp. CO. issued on 4-25-96

DATE SUBMITTED: 4-9-96

BY:   
Gregory J. Krenik, PE







# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

September 22, 1995

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

**RE: GLENWOOD STORAGE (F23-D4E) DRAINAGE AND GRADING PLAN FOR  
BUILDING PERMIT APPROVAL. ENGINEER'S STAMP DATED AUGUST 21,  
1995.**

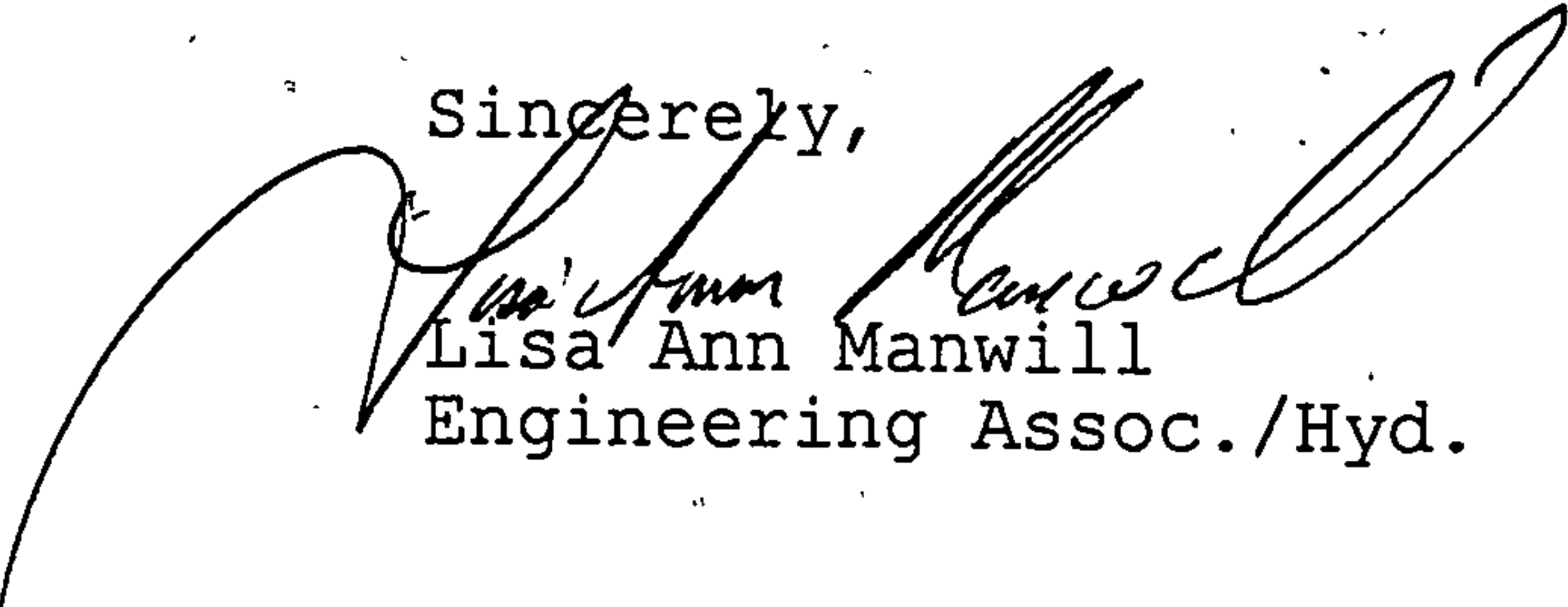
Dear Mr. Krenik:

Based on the information provided on your submittal dated September 15, 1995, the above referenced project is approved for Building Permit.

Prior to Certificate of Occupancy approval, an Engineer's Certification is required for the approved site.

If I can be of further assistance, please feel free to contact me at 768-3622.

Sincerely,

  
Lisa Ann Manwill  
Engineering Assoc./Hyd.

c: Andrew Garcia  
File

## DRAINAGE INFORMATION SHEET

PROJECT TITLE: Glenwood Village Storage ZONE ATLAS/DRNG, FILE#: F-23/104E  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: Glenwood Hills, Unit 1, Block 3, Lot "F"  
CITY ADDRESS: \_\_\_\_\_

ENGINEERING FIRM: Mark Goodwin & Associates, PA CONTACT: Gregory J. Krenik, PE  
ADDRESS: PO Box 90606 PHONE: 345-2010  
OWNER: Peterson Properties CONTACT: Dick Peterson  
ADDRESS: 2325 San Pedro NE PHONE: 884-3578  
ARCHITECT: de la Torre-Rainhart CONTACT: George Rainhart  
ADDRESS: 7801 Academy NE PHONE: 828-9611  
SURVEYOR: Wilson & Co. CONTACT: \_\_\_\_\_  
ADDRESS: PO Box 3548 PHONE: 345-5345  
CONTRACTOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

### TYPE OF SUBMITTAL:

\_\_\_\_ DRAINAGE REPORT  
X DRAINAGE PLAN  
\_\_\_\_ CONCEPTUAL GRADING & DRAINAGE PLAN  
X GRADING PLAN  
\_\_\_\_ EROSION CONTROL PLAN  
\_\_\_\_ ENGINEER'S CERTIFICATION  
\_\_\_\_ OTHER

### PRE-DESIGN MEETING:

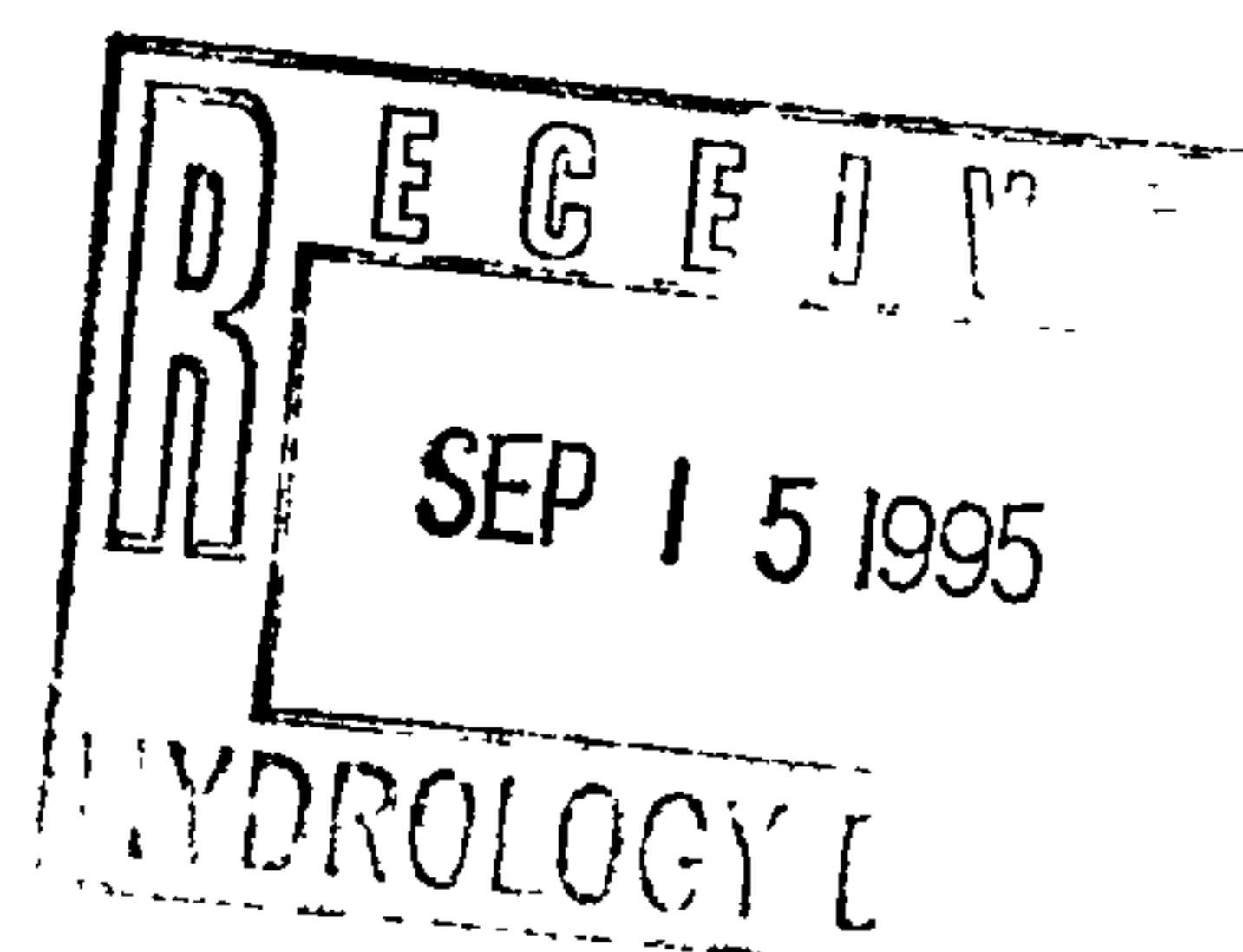
\_\_\_\_ YES  
X NO  
\_\_\_\_ COPY PROVIDED

### 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  
X BUILDING PERMIT APPROVAL  
\_\_\_\_ CERTIFICATION OF OCCUPANCY APPROVAL  
\_\_\_\_ GRADING PERMIT APPROVAL  
\_\_\_\_ PAVING PERMIT APPROVAL  
\_\_\_\_ S.A.D. DRAINAGE REPORT  
\_\_\_\_ DRAINAGE REQUIREMENTS  
\_\_\_\_ OTHER \_\_\_\_\_ (Specify)

DATE SUBMITTED: 9-15-95

BY: Gregory J. Krenik, PE







# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

August 22, 1995

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

**RE: GLENWOOD STORAGE (F23-D4E) DRAINAGE AND GRADING PLAN FOR  
FOUNDATION PERMIT APPROVAL. ENGINEER'S STAMP DATED AUGUST  
21, 1995.**

Dear Mr. Goodwin:

Based on the information provided on your submittal dated August 21, 1995, the above referenced project is approved for Foundation Permit.

If I can be of further assistance, please feel free to contact me at 768-3622.

Sincerely,

Lisa Ann Manwill  
Engineering Assoc./Hyd.

c: Andrew Garcia  
File

## DRAINAGE INFORMATION SHEET

PROJECT TITLE: Glenwood Storage ZONE ATLAS/DRNG, FILE#: F-23 / 144E  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: Lot F, Block 1, Unit 1, Glenwood Hills  
CITY ADDRESS: NE corner of Montgomery & Tramway

ENGINEERING FIRM: <u>Mark Goodwin &amp; Associates, PA</u>	CONTACT: <u>Mark Goodwin PE</u>
ADDRESS: <u>PO Box 90606</u>	PHONE: <u>345-2010</u>
OWNER: <u>Harrison Smith Development Co.</u>	CONTACT: <u>Harrison Smith</u>
ADDRESS: <u>PO Box 21628</u>	PHONE: <u>294-6884</u>
ARCHITECT: <u>De la Torre-Rainhart</u>	CONTACT: <u>Tom Vlet</u>
ADDRESS: <u>7801 Academy NE</u>	PHONE: <u>828-9611</u>
SURVEYOR: <u>Harris Surveying</u>	CONTACT: <u>Tony Harris</u>
ADDRESS: <u>2412 Monroe NE</u>	PHONE: <u>889-8056</u>
CONTRACTOR: <u>Harrison Smith Development Co.</u>	CONTACT: <u>Harrison Smith</u>
ADDRESS: <u>PO Box 21628</u>	PHONE: <u>294-6884</u>

### TYPE OF SUBMITTAL:

### CHECK TYPE OF APPROVAL SOUGHT:

☐ DRAINAGE REPORT  
☒ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☒ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☐ ENGINEER'S CERTIFICATION  
☐ OTHER

☐ 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  
☐ CERTIFICATION OF OCCUPANCY APPROVAL  
☐ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ S.A.D. DRAINAGE REPORT  
☐ DRAINAGE REQUIREMENTS  
☐ OTHER \_\_\_\_\_ (Specify)

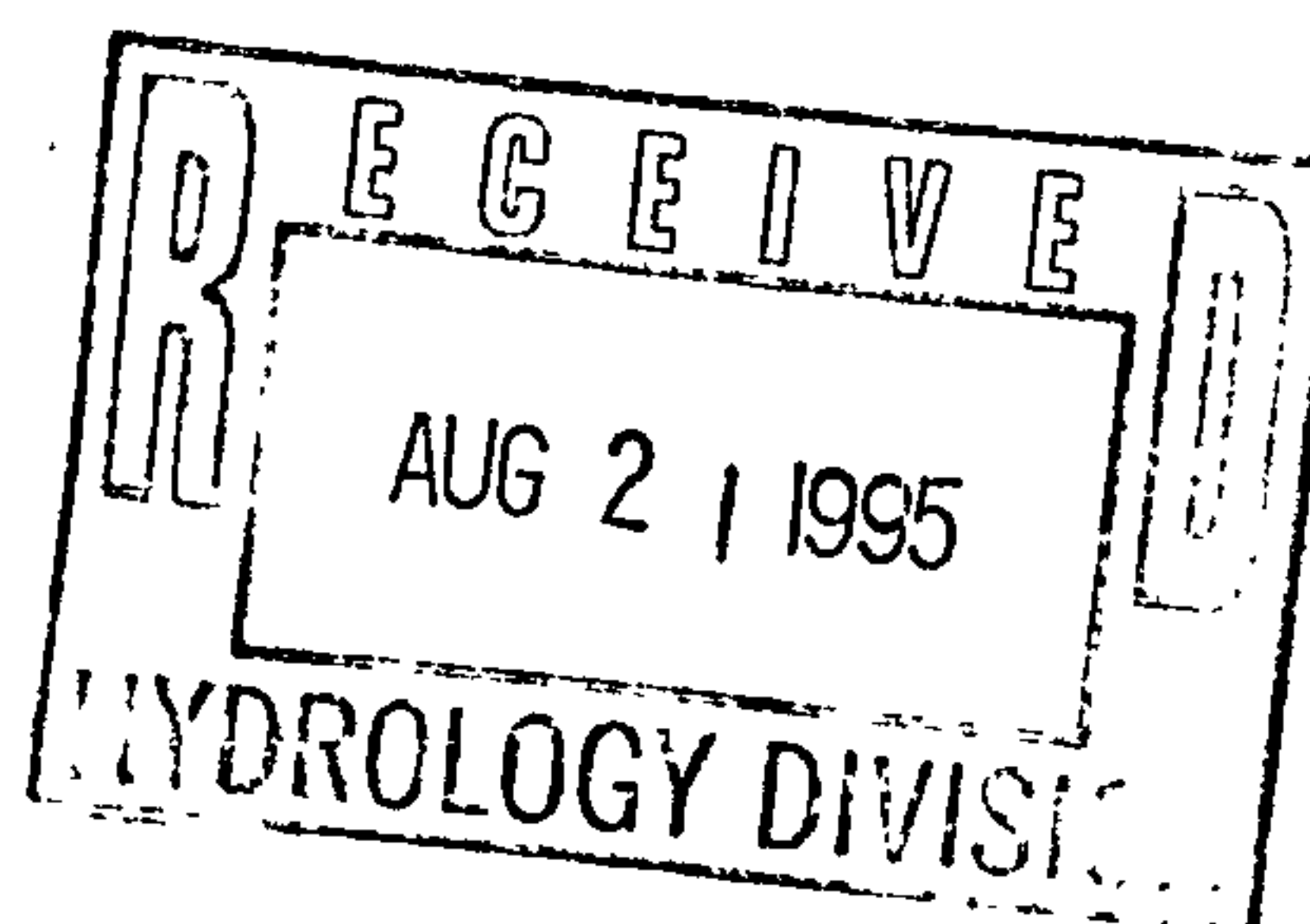
### PRE-DESIGN MEETING:

☐ YES  
☒ NO  
☐ COPY PROVIDED

DATE SUBMITTED: 8/19/95

BY: Mark Goodwin

Mark Goodwin PE





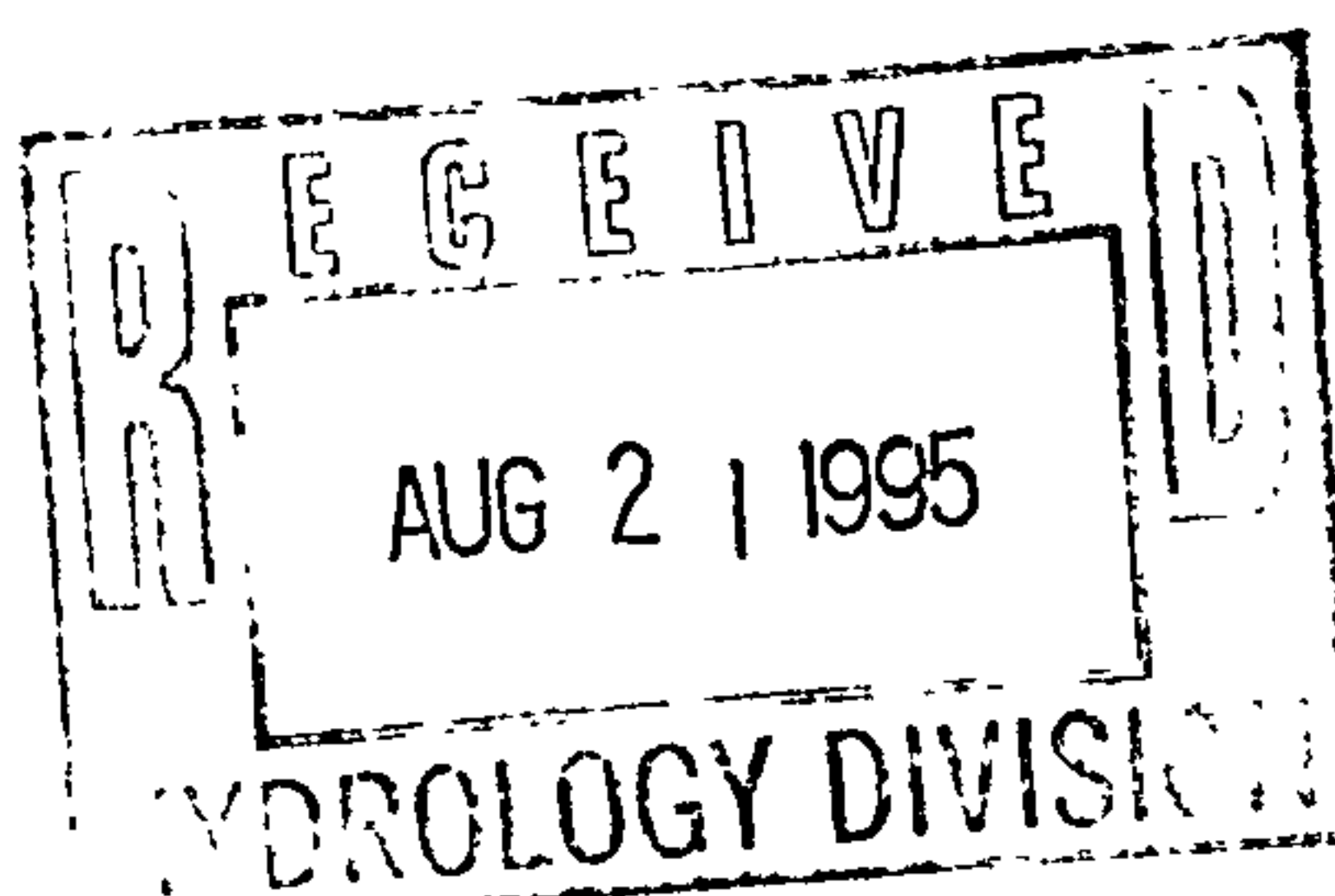


D. Mark Goodwin & Associates, P.A.  
Consulting Engineers and Surveyors

PROJECT Glenwood Storage  
SUBJECT Drainage  
BY MG DATE 8/19/95  
CHECKED \_\_\_\_\_ DATE \_\_\_\_\_  
SHEET 1 OF 1

Pond Volume

Elev.	$\Delta$	Area	AVG. Area	Vol.
33		0		
34	1	2100	1050	1050
35	1	2600	2350	2350
36	1	3300	2950	2950
37	1	6500	4900	4900
38	1	6800	6650	6650
39	1	7000	6900	6900
40	1	7150	7075	7075
41	1	7300	7225	7225
				<hr/>
				39,100





# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

August 18, 1995

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

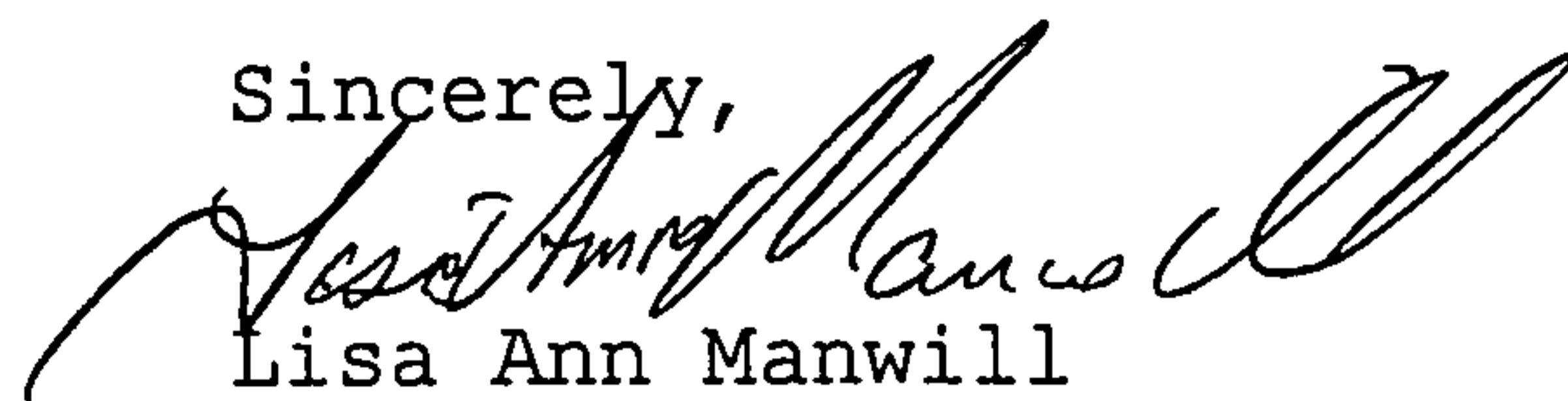
**RE: GLENWOOD STORAGE (F23-D4E) DRAINAGE AND GRADING PLAN FOR  
FOUNDATION PERMIT APPROVAL. ENGINEER'S STAMP DATED AUGUST  
16, 1995.**

Dear Mr. Goodwin:

Based on the information provided on your submittal dated August 17, 1995, the above referenced project is not approved for Foundation Permit. I have enclosed a copy of a letter, dated 9-23-94, from Mr. Bernie Montoya of City Hydrology to Mr. Gregory Krenik of your office. Please address Mr. Montoya's comments prior to Foundation Permit Approval.

If I can be of further assistance, please feel free to contact me at 768-3622.

Sincerely,



Lisa Ann Manwill  
Engineering Assoc./Hyd.

c: Andrew Garcia  
File



# DRAINAGE INFORMATION SHEET

PROJECT TITLE: Glenwood Storage ZONE ATLAS/DRNG, FILE#: F-23 / 1048  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: Lot F, Block 1, Unit 1, Glenwood Hills  
CITY ADDRESS: NE corner of Montgomery & Tramway

ENGINEERING FIRM: Mark Goodwin & Associates, PA CONTACT: Mark Goodwin PE  
ADDRESS: PO Box 90606 PHONE: 345-2010  
OWNER: Harrison Smith Development Co. CONTACT: Harrison Smith  
ADDRESS: PO Box 21628 PHONE: 294-6884  
ARCHITECT: De la Torre-Rainhart CONTACT: Tom Vlet  
ADDRESS: 7801 Academy NE PHONE: 828-9611  
SURVEYOR: Harris Surveying CONTACT: Tony Harris  
ADDRESS: 2412 Monroe NE PHONE: 889-8056  
CONTRACTOR: Harrison Smith Development Co. CONTACT: Harrison Smith  
ADDRESS: PO Box 21628 PHONE: 294-6884

## TYPE OF SUBMITTAL:

## CHECK TYPE OF APPROVAL SOUGHT:

☐ DRAINAGE REPORT  
☒ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☒ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☐ ENGINEER'S CERTIFICATION  
☐ OTHER

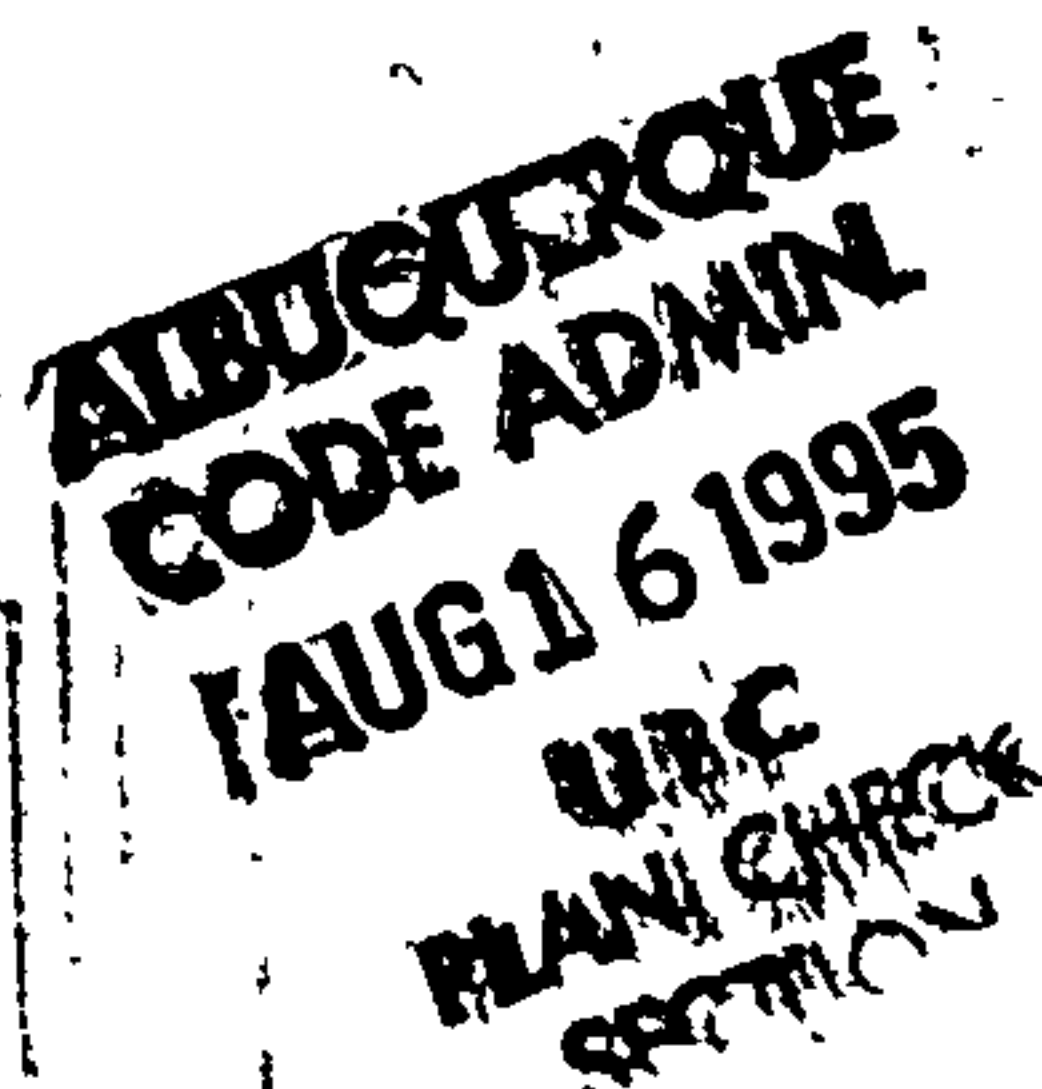
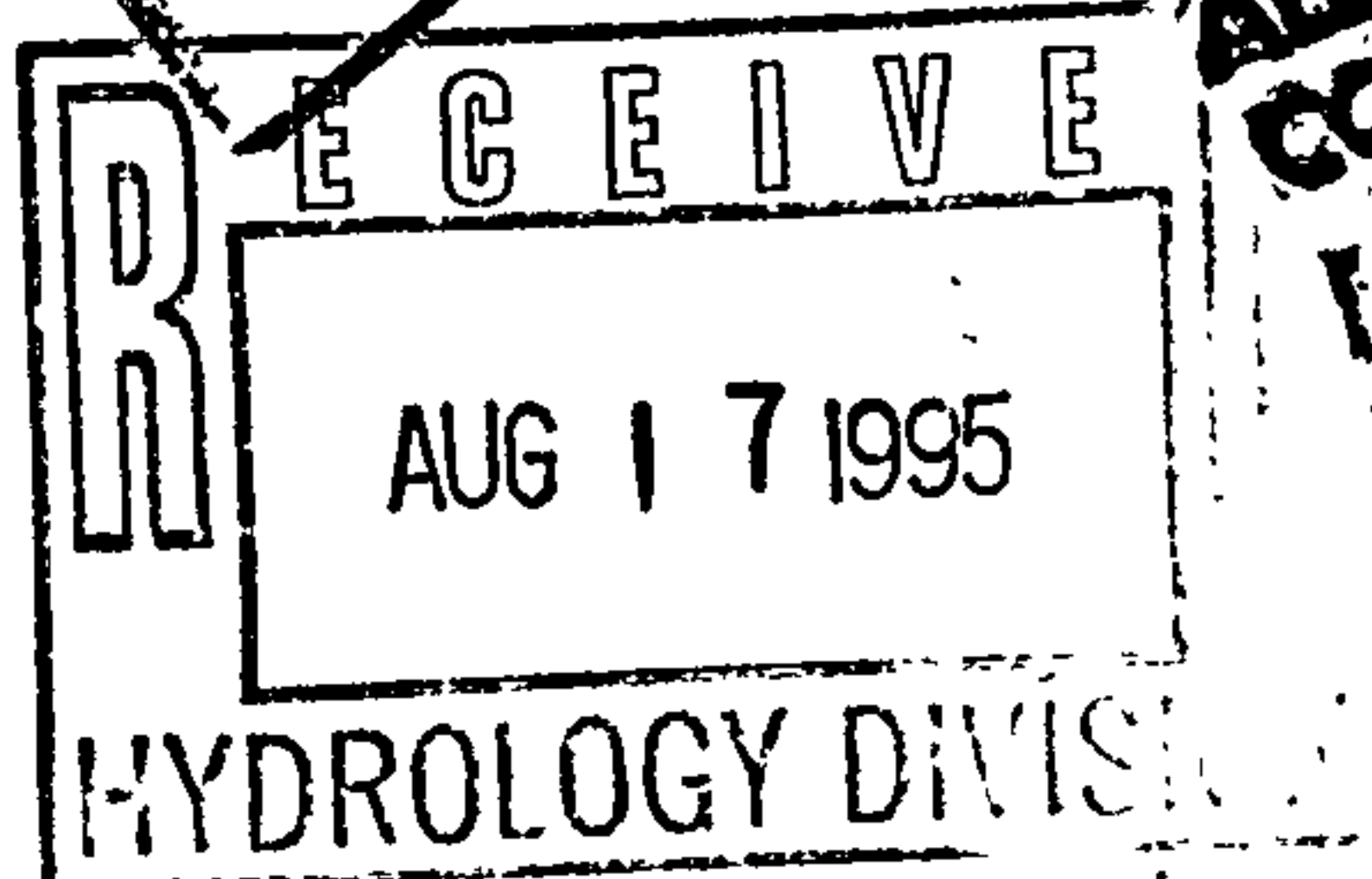
☐ SKETCH PLAT APPROVAL  
☐ PRELIMINARY PLAT APPROVAL  
☐ S. DEV. PLAN FOR SUB'D APPROVAL  
☐ S. DEV. PLAN FOR BLDG PERMIT APPROVAL  
☐ SECTOR PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☒ FOUNDATION PERMIT APPROVAL  
☐ BUILDING PERMIT APPROVAL  
☐ CERTIFICATION OF OCCUPANCY APPROVAL  
☐ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ S.A.D. DRAINAGE REPORT  
☐ DRAINAGE REQUIREMENTS  
☐ OTHER \_\_\_\_\_ (Specify)

## PRE-DESIGN MEETING:

☐ YES  
☒ NO  
☐ COPY PROVIDED

DATE SUBMITTED: 8/16/95

BY: Mark Goodwin  
Mark Goodwin PE





# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

September 23, 1994

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

RE: CONCEPTUAL DRAINAGE PLAN FOR GLENWOOD VILLAGE STORAGE  
(F23-D4E) ENGINEER'S STAMP DATED 8/25/94.

Dear Mr. Krenik:

Based on the information provided on your August 26, 1994 submittal, the above referenced site is approved for Site Development.

Please be advised that prior to Building Permit release, the following must be addressed:

1. Finish floor elevation must be shown to full mean sea level designation.
2. Identify the pavement slopes on the plan drawing.
3. Location & direction of roof drains.
4. The original master plan was analyzed using the old hydrology. You must analyze the ponding areas to determine if the volume will be sufficient because of the increase using the new AHYMO.
5. Please indicate the route the run-off will take once it leaves the proposed site.
6. Permanent marked T.B.M. must be established within the building site.

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

Sincerely,

Bernie J. Montoya, CE  
Engineering Associate

BJM/d1/WPHYD/8833

c: Andrew Garcia

## DRAINAGE INFORMATION SHEET

PROJECT TITLE: Glenwood Village Storage ZONE ATLAS/DRNG, FILE#: F-23 / 124E  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: Glenwood Hills, Unit 1, Block 3, Lot "F"  
CITY ADDRESS: \_\_\_\_\_

ENGINEERING FIRM: <u>Mark Goodwin &amp; Associates, PA</u>	CONTACT: <u>Gregory J. Krenik, PE</u>
ADDRESS: <u>PO Box 90606</u>	PHONE: <u>345-2010</u>
OWNER: <u>Peterson Properties</u>	CONTACT: <u>Dick Peterson</u>
ADDRESS: <u>2325 San Pedro NE</u>	PHONE: <u>884-3578</u>
ARCHITECT: <u>de la Torre-Rainhart</u>	CONTACT: <u>George Rainhart</u>
ADDRESS: <u>7801 Academy NE</u>	PHONE: <u>828-9611</u>
SURVEYOR: <u>Wilson &amp; Co.</u>	CONTACT: _____
ADDRESS: <u>PO Box 3548</u>	PHONE: <u>345-5345</u>
CONTRACTOR: <u>N/A</u>	CONTACT: _____
ADDRESS: _____	PHONE: _____

### TYPE OF SUBMITTAL:

<input type="checkbox"/>	DRAINAGE REPORT
<input checked="" type="checkbox"/>	DRAINAGE PLAN
<input type="checkbox"/>	CONCEPTUAL GRADING & DRAINAGE PLAN
<input checked="" type="checkbox"/>	GRADING PLAN
<input type="checkbox"/>	EROSION CONTROL PLAN
<input type="checkbox"/>	ENGINEER'S CERTIFICATION
<input type="checkbox"/>	OTHER

### PRE-DESIGN MEETING:

<input type="checkbox"/>	YES
<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	COPY PROVIDED

### CHECK TYPE OF APPROVAL SOUGHT:

<input type="checkbox"/>	SKETCH PLAT APPROVAL
<input type="checkbox"/>	PRELIMINARY PLAT APPROVAL
<input type="checkbox"/>	S. DEV. PLAN FOR SUB'D APPROVAL
<input checked="" type="checkbox"/>	S. DEV. PLAN FOR BLDG PERMIT APPROVAL
<input type="checkbox"/>	SECTOR PLAN APPROVAL
<input type="checkbox"/>	FINAL PLAT APPROVAL
<input type="checkbox"/>	FOUNDATION PERMIT APPROVAL
<input type="checkbox"/>	BUILDING PERMIT APPROVAL
<input type="checkbox"/>	CERTIFICATION OF OCCUPANCY APPROVAL
<input type="checkbox"/>	GRADING PERMIT APPROVAL
<input type="checkbox"/>	PAVING PERMIT APPROVAL
<input type="checkbox"/>	S.A.D. DRAINAGE REPORT
<input type="checkbox"/>	DRAINAGE REQUIREMENTS
<input type="checkbox"/>	OTHER _____ (Specify)

DATE SUBMITTED: 8-25-94

BY:   
Gregory J. Krenik, PE

