HYDROLOGY G10/D29A 3 PLANS

G 10/ D29A

3 PLANS

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

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

August 12, 1985

Mr. Leroy Chavez
Westland Development Co.
401 Coors Blvd. NW
Albuquerque, NM 87114

RE: DRAINAGE PLAN FOR VOLCANO BUSINESS PARK LOT 1 (G10/D29a) RECEIVED JULY 9, 1985

Dear Mr. Chavez:

The above referenced plan dated July 8, 1985 is approved for Building Permit.

Prior to Hydrology sign-off for the C.O. the PNM Encroachment Agreement will need to be submitted.

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM/cl

PNM PUBLIC SERVICE COMPANY OF NEW MEXICO
ALVARADO SQUARE ALBUQUERQUE, NEW MEXICO 87158

July 17, 1985

Mr. Leroy Chavez
Westland Development Company
401 Coors NW
Albuquerque, NM 87105

Dear Mr. Chavez:

PNM agrees to the improvements located within a 200 foot easement as shown on the drawing entitled "Volcano Business Park, Lot #1, Drainage Plan" dated 7/9/85. I will go ahead and prepare the papers for the encroachment agreement with certain stipulations regarding the landscaping within the easement.

Sincerely,

Doug

Doug Henderson
Property Administrator

G10-D29 A

DH:blt

RECEIVED
JUL 17 1985
HYDROLOGY SECTION

WESTLAND DEVELOPMENT CO., INC.
401 Coors Blvd. N.W., Albuquerque, New Mexico 87105
Phone (505) 831-9600

RECEIVED
JUL 09 1985
HYDROLOGY SECTION

July 9, 1985

Mr. Carlos Montoya
City of Albuquerque
Design Hydrology Department
123 Central NW
Albuquerque, N.M. 87102

RE: DRAINAGE PLAN FOR VOLCANO BUSINESS PARK LOT 1
(G-10, D29A)

Dear Carlos:

I have reviewed and hereforth respond to your comments received in your letter dated May 29, 1985. Per our phone conversation Tuesday, July 2, 1985, the following are the responses submitted regarding your comments:

1. Comment #1: The drainage channel, as shown on the Master Plan, will not be used as part of this drainage plan. The pond area will not infringe or interface with the existing drainage channel. The existing contour lines will be corrected to show the true location of the channel within the 20 foot easement.

2. Comment #2: I have shown top of curb elevation on both Ouray Road and Piedra Lumbre. Standard Curb & Gutter will be built on these streets, thus flow line elevations will be 0.67 feet below top of curb.

3. Comment #3: The Master Plan indicates that the shaded areas, which includes Lot 1, are to pond with the 24 hour release. Both you and I concurred that updating the Master Plan each time we submitted a drainage plan would not be necessary.

4. Comment #4: The Encroachment Agreement for the improvements in the PNM easement will be submitted at a later date.

5. Comment #5: How the East Side Channel ties into the 42" RCP is not a part of this plan. Attached is a copy of the construction drawings for City Project #2404, showing the tie.

6. Comment #6: The Engineers stamp and date have been added to the drawing.

If you should have any additional questions or comments, please feel free to contact me at my office. Thank you for your time and cooperation.

Sincerely,

Leroy Chavez
Design Engineer
Westland Development Co., Inc.

LC:ama
encls.

INFORMATION SHEET

PROJECT TITLE: VOLCANO BUSINESS PARK LOT 1 TYPE OF SUBMITTAL: _____

ZONE ATLAS PAGE NO. G-10/029A CITY ADDRESS: _____

Legal Description: Lot 1 of Volcano Business Park, El Rancho Atrisco Phase II

ENGINEERING FIRM: Westland Development Co.Inc CONTACT: Leroy Chavez

Address: 401 Coors Blvd. NW Albuquerque NM Phone: 831-9600

OWNER: Westland Development Co., Inc. CONTACT: Leroy Chavez

Address: 401 Coors Blvd. NW Albuquerque NM Phone: 831-9600

ARCHITECT: _____ CONTACT: _____

Address: _____ Phone: _____

SURVEYOR: _____ CONTACT: _____

Address: _____ Phone: _____

CONTRACTOR: All Steel Structures CONTACT: Bill Eichorst

Address: 6210 2nd St. NW Albuquerque NM Phone: 345-8216

PRE-DESIGN MEETING:

X YES
___ NO
___ COPY OF CONFERENCE RECAP SHEET PROVIDED

PLEASE CHECK TYPE OF APPROVAL EXPECTED WITH THIS SUBMITTAL

___ SKETCH PLAT APPROVAL
___ PRELIMINARY PLAT APPROVAL
___ SITE DEVELOPMENT PALN APPROVAL
___ FINAL PLAT APPROVAL
X BUILDING PERMIT APPROVAL
___ CERTIFICATE OF OCCUPANCY APPROVAL
___ ROUGH GRADING PERMIT APPROVAL
___ GRADING/PAVING PERMIT APPROVAL
___ OTHER: _____ (Specify)

RECEIVED
JUL 09 1985
HYDROLOGY SECTION

DATE SUBMITTED: 7/7/85

BY: [signature]

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

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

May 29, 1985

Mr. Leroy Chavez
Westland Development Company
401 Coors Boulevard NW
Albuquerque, NM 87114

REF: DRAINAGE PLAN FOR VOLCANO BUSINESS PARK LOT 1 (G10-D29A) RECEIVED APRIL 17, 1985

Dear Mr. Chavez:

I have reviewed the referenced plan and forward the following comments:

1. The master plan shows a drainage channel on the east property line. Please show the channels proposed contours. How will the channel interface with the proposed pond?

2. Please show top of curb and flow line elevations on Ouray Road and Piedra Lumbre Street.

3. The master drainage plan should be updated to show pond and new hydraulic grade line in 42" RCP.

4. Please submit the Encroachment Agreement for the improvements in the PNM easement.

5. Please show how the east side channel ties into the 42" RCP.

6. Please add the engineer's stamp and date to the drawing.

If you should have any questions or comments, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM:mrk

INFORMATION SHEET

PROJECT TITLE Lot 1, Volcano Business Park TYPE OF SUBMITTAL Drainage Approval

ZONE ATLAS PAGE NO. G-10/D29a CITY ADDRESS Piedra Lumbre

LEGAL DESCRIPTION Lot 1 of Volcano Business Park Subdivision

ENGINEERING FIRM Westland Development Co.,INC. CONTACT Leroy Chavez

ADDRESS 401 Coors Blvd. NW, Albq. N.M. PHONE 831-9600

OWNER Westland Development Co., Inc. CONTACT Leroy Chavez

ADDRESS 401 Coors Blvd. NW, Albq. N.M. PHONE 831-9600

ARCHITECT _____ CONTACT _____

ADDRESS _____ PHONE _____

SURVEYOR _____ CONTACT _____

ADDRESS _____ PHONE _____

CONTRACTOR All Steel Structures CONTACT Bill Eichorst

ADDRESS 6210 2nd St. NW, Albq. N.M. 87107 PHONE 345-8216

PRE-DESIGN MEETING:

DRB-84-832 12/11/84
Z-80-87-4 12/20/84

____ YES

X NO

____ COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED
APR 17 1985
HYDROLOGY SECTION

PLEASE CHECK TYPE OF APPROVAL EXPECTED WITH THIS SUBMITTAL:

____ SKETCH PLAT APPROVAL
____ PRELIMINARY PLAT APPROVAL
____ SITE DEVELOPMENT PLAN APPROVAL
____ FINAL PLAT APPROVAL
X BUILDING PERMIT APPROVAL
____ CERTIFICATE OF OCCUPANCY APPROVAL
____ ROUGH GRADING PERMIT APPROVAL
____ GRADING/PAVING PERMIT APPROVAL
____ OTHER _____ (SPECIFY)
Drainage Submittal Approval for Concepts Only.

DATE SUBMITTED: April 17, 1985

BY: Leroy Chavez
Design Engineer

G10/D29A
06656-E
(701.1)

Volcano Basi
Park Ph I

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PNM PUBLIC SERVICE COMPANY OF NEW MEXICO

Post Office Box 2667 / Albuquerque, New Mexico 87103

86 34998

EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreement made this 21st day of March, 1986

by and between City of Albuquerque,

whose address is P. O. Box 1293, Albuquerque, New Mexico 87103

(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 6th day of December, 1966, in Book D819, Page 312-315 (Document No. 32287) 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 a street designated as Ouray Road NW and a storm drain both of which encroach two-hundred (200) feet into a two-hundred (200) foot easement situate in Section 3, T.10N., R.2E., N.M.P.M. Said encroachments more particularly described on Exhibits 'A' and 'B' attached and made a part of this document.

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

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
86 APR 22 PM 1:55

By granting the aforesaid right to encroach PNM does not waive or relinquish any rights or benefits that it may have 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.

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87 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.

FIRST PARTY: [illegible], City Engineer
3/12/86

PUBLIC SERVICE COMPANY OF NEW MEXICO
BY: Edy Michael Slota

PNM USE ONLY

STATE OF NEW MEXICO
COUNTY OF Bernalillo } SS
The foregoing instrument was acknowledged before me this 10th day of April, 1986
by Michael C. Slota
Vice President of the Public Service Company of New Mexico, a New Mexico corporation, on behalf of said corporation.
Peggy L. Schmidt
NOTARY PUBLIC
My Commission Expires: 1/30/90

PNM USE ONLY

STATE OF NEW MEXICO
COUNTY OF _____ } SS
The foregoing instrument was acknowledged before me this _____ day of _____, 19__,
by [illegible]

NOTARY PUBLIC
My Commission Expires: [illegible]

FOR RECORDER'S USE ONLY

OFFICIAL SEAL
CARMEN L. CASTILLO
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires [illegible]

PNM 467 8/85

225

Exhibit 'A'

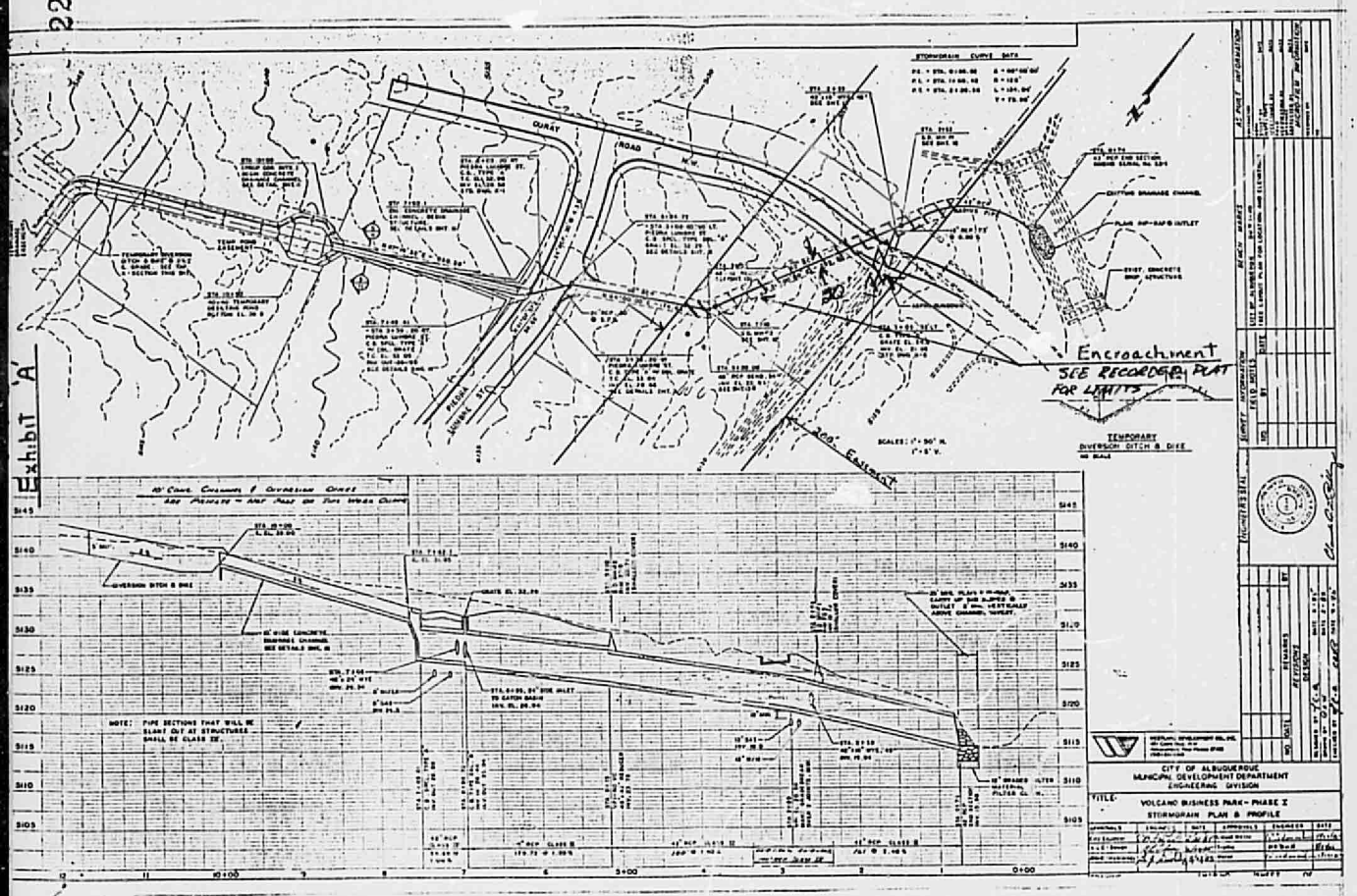
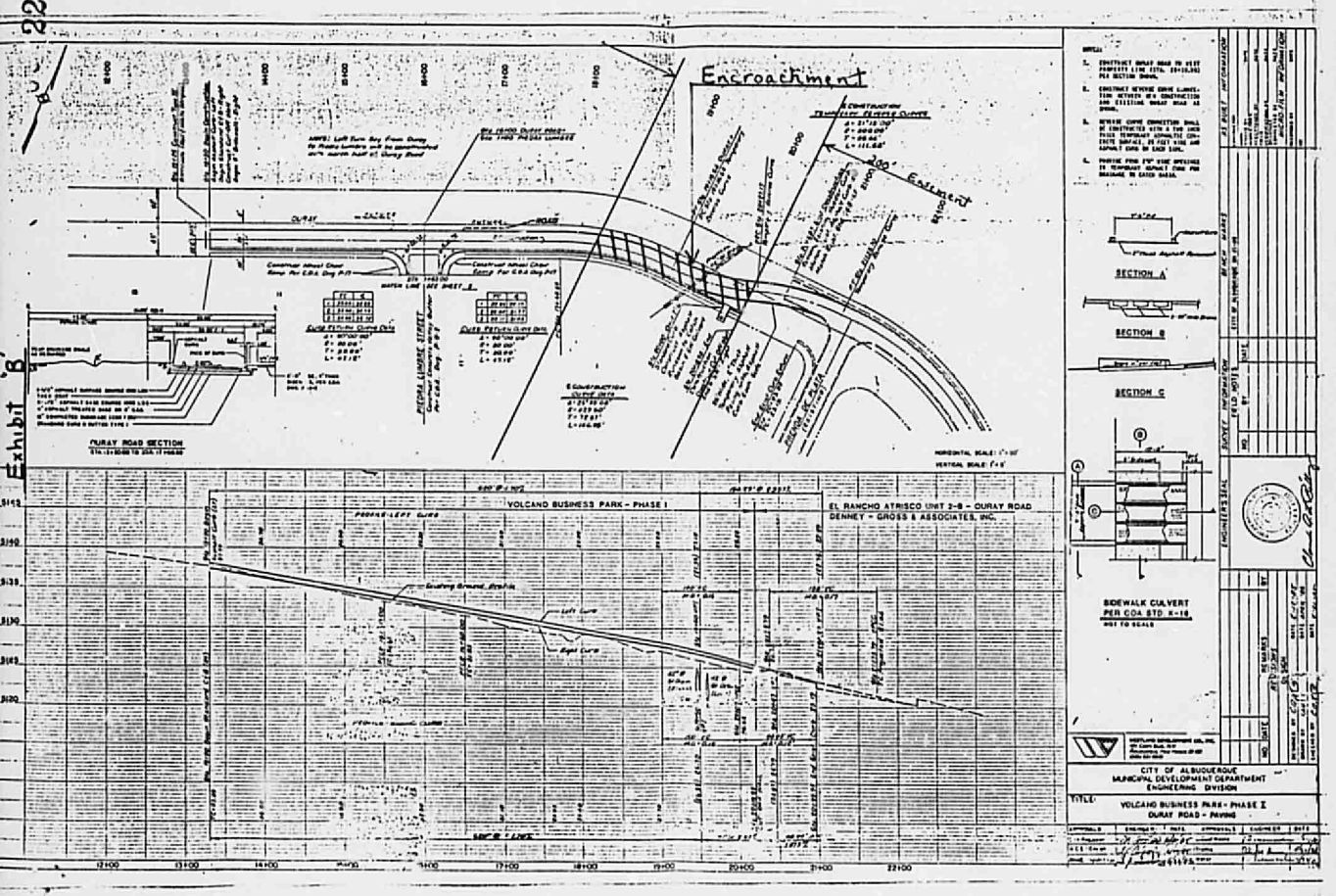


Exhibit B

224



D

G101029A Volcano Busi. Park Ph. I.
06656-E
(602.1)

PNM PUBLIC SERVICE COMPANY OF NEW MEXICO · 225

Post Office Box 2667 / Albuquerque, New Mexico 87103

86 34999

EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreement made 21ST day of March, 19 86

by and between City of Albuquerque,

whose address is Post Office Box 1293, Albuquerque, NM 87103

(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 4th day of May, 19 61,

in Book 852, Page 435, (Document No. 20017) 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 a portion of Todos Santos Street, NW approximately 23.0 feet into the easterly portion of a one-hundred (100) foot easement as shown more particularly on Exhibit 'A' attached and made a part of this document. Said easement situate in Section 3, T.10N., R.2E., N.M.P.M.

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

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
1986 APR 22 PM 1:55
Book 935 Page 227

By granting the aforesaid right to encroach PNM does not waive or relinquish any rights or benefits that it may have 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, [illegible]

PNM 467 9/85

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.

FIRST PARTY: [illegible], City Engineer
3/12/86

PUBLIC SERVICE COMPANY OF NEW MEXICO
BY: Michael C. Slota

PNM USE ONLY

STATE OF NEW MEXICO
COUNTY OF Bernalillo } SS
The foregoing instrument was acknowledged before me this 10th day of April, 1986,
by Michael C. Slota
Vice President of the Public Service Company of New Mexico, a New Mexico corporation, on behalf of said corporation.

Peggy L. Schmidt
NOTARY PUBLIC

My Commission Expires: 1/30/90

PNM USE ONLY

STATE OF NEW MEXICO
COUNTY OF [illegible] } SS
The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 19[illegible]
by [illegible]

[illegible] Castillo
NOTARY PUBLIC

My Commission Expires: 2/24/89

FOR RECORDER'S USE ONLY

OFFICIAL SEAL
CARMEN L. CASTILLO
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 2/24/89

PNM 457 8/85

227

Exhibit 'A'

Encroachment

10' Easement

PIEDRA LUMBRE STREET SECTION

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

TITLE: VOLCANO BUSINESS PARK - PHASE I
PIEDRA LUMBRE STREET - PAVING