G 16/ D22

5 PLANS

2-19-81 FJG

THE FOLLOWING ARE MY DRAINAGE COMMENTS FOR 3500 COMANCHE Rd N.E.:

1) DOES THIS GRADING PLAN REFLECT THE ACTUAL GRADES ON THE SITE?
2) OUTLINE DRAINAGE BASINS, INCLUDING ROOF AREAS.
3) PROVIDE POND VOLUME CALCULATIONS.
4) PROVIDE A BALANCE BETWEEN THE DRAINAGE BASINS AND PONDS.
5) SHOW WITH ADEQUATE DETAIL HOW THE RUNOFF REACHES EACH POND.
6) SHOW THE POND OVERFLOW POINT WITH A SPOT ELEVATION AND SLOPE PROTECTION IF NECESSARY.
7) PROVIDE POSITIVE DISCHARGE OF PONDS WITH REQUIRED RATE CALCULATIONS, SPECIFICALLY THOSE PONDS ADJACENT TO COMANCHE Rd N.E.
8) PROVIDE DETAILS OF THE PONDS, CURBCUTS, ETC.
9) INDICATE LOCATION OF RETAINING WALLS AND GARDEN WALLS REQUIRED TO ADJUST THE DIFFERENCE IN GRADE
10) COMPLY WITH THE PONDING REQUIREMENTS OF THE ORIGINALLY APPROVED DRAINAGE PLAN DATED 7/19/78.
11) SHOW BENCHMARK
12) PROVIDE LEGEND.

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

February 16, 1982

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

REF: Comanche Office Complex (File No. G16-D22)

Dear Mr. Mann:

Attached is your letter of January 21, 1982 with my signature. To recap what we will be receiving from your office in order for us to release the Certificates of Occupancy for the subject development is a letter from you certifying substantial compliance with the approved drainage concepts of the originally approved plan dated June of '78. This certification will be accompanied with as-built plan.

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

Sincerely,

Fred J. Aguirre, PE
Civil Engineer/Hydrology

FJA/el

cc: Drainage File
Reading File

Attachment

811 DALLAS, N.E. • ALBUQUERQUE • NEW MEXICO • 87110 • 505·265·5611

Tom Mann Associates, Inc. Engineers

00861
January 21, 1982

Mr. Fred Aguirre
Engineering/Hydrology Division
City of Albuquerque
P. O. Box 1293
Albuquerque, New Mexico 87103

Re: Comanche Place Office Complex

Dear Fred:

This letter is to confirm our telephone conversation of January 20, 1982.

Transmitted herewith are copies of the following:

1. Drainage Plan dated 4-19-79.
2. Sections pertaining to Drainage Plan dated 1-15-81.
3. Speed letter dated 7-19-80.
4. Letter dated 6-23-81.

We received approval from Bruno on the Drainage Plan dated July 1978. The drainage plan was revised in April of 1979 and I reviewed the new plan and sent you the speed letter stating that the drainage areas balance and recommended that you accept the new drainage plan. We do not have anything in our files noting acceptance of the plan, but John Drbal and I recalled that we had essentially complied with all that you had requested. Based on the assumption that the 1979 drainage plan is acceptable to you, we propose to proceed as follows:

If you would issue a building permit for the building located in the southwest corner of the site, then construction could begin on that building. The main building that fronts onto Comanche is presently under construction and behind schedule, however, we feel that that construction should be complete in March of this year. We have as-built the area as of last week and the asphalt areas are constructed in substantial compliance with the 1979 drainage plan; however, most of the ponding areas have not been constructed to the depth that was specified on the drawings, therefore, we would suggest that the new building be allowed

to proceed with construction and that neither building receive a green tag or CO until the drainage facilities are completed. I am assuming that the main building will be ready for inspection in March. If that is the case, then I would suggest that all drainage facilities on the site, with the exception of the ponds associated with the building in the southwest corner, be complete before the green tag or the CO is issued. My second assumption is that the building in the southwest corner will be completed in June and that the remaining two ponds associated with that building should be constructed prior to issuing a green tag or CO for that building. If these measures are taken, that should bring the site into compliance.

We will certify as to the compliance as each building is ready for inspection. The owners and architects have been notified of the conditions and are willing at this time to proceed in this manner. If this procedure is acceptable to you, then your signature below will acknowledge such. If you have any further questions or comments, please do not hesitate to call. Thank you.

Yours truly,

TOM MANN & ASSOCIATES, INC.

Thomas T. Mann, Jr., P.E.
President

AGREED:

2-16-82

Fred Aguirre
Engineering/Hydrology Division
City of Albuquerque

TTM:bb

# Speed Letter.

To Fred Aguirre 2nd + Control
P.O. Box
Alb. N.M.

From

Subject Commanche Office Complex 9-40

—No. 9 & 10 FOLD

MESSAGE

The drainage plan ~~submitted~~ dated 4/9/79 appears to comply w/ the original scheme. All areas balance except B. However, the whole site has sufficient storage so I would overlook B.

Thanks for your call.

Date 7/19/80 Signed J. Klam

REPLY

I don't agree
7-22-80
JJK

Date Signed

—No. 9 FOLD

—No. 10 FOLD

393-7888 John

Wilson Jones Company
GRAYLINE FORM 44-902, 2-PART
© 1978 • PRINTED IN U.S.A.

RECIPIENT—RETAIN WHITE COPY, RETURN PINK COPY

ebris During Construction
Applicable

(1) 6' solid wall or fence
(2) Landscaping:
(a) Extra copy formal landscaping site plan for zoning
(b) Indicate sizes of trees & shrubs to meet zoning stan
(c) Sign landscaping stamp - 2 plans - 1 zoning copy

Reported By: Date 5-30-80
Approved By: Date 7/1/58

DISAPPROVED FOR DRAINAGE
6-24-80
DATE
TITLE
SIGNATURE
show compliance w/ drainage original approved report, else submit revised report w/ Asst. City Engr. Hydrology

APPROVED FOR DRAINAGE
7-23-80
DATE
TITLE
SIGNATURE
ADVISE DRAINAGE INSPECTOR WHEN GRADING EXECUTED
REQUIRE A REVISED DRAINAGE PLAN SHOWING
(1) ADEQUATE DETAIL FOR THE CONSTRUCTION OF THE PONDS
(2) A BALANCE BETWEEN THE DRAINAGE AREA AND THE POND OR AN OVERFLOW DETAIL, ESPECIALLY THOSE PONDS BEHIND THE BUILDINGS.

F

REVIEW
Date June 19 1980
Date July 1, 1980

811 DALLAS, N.E. • ALBUQUERQUE • NEW MEXICO • 87110 • 505-265-5611

Engineers Tom Mann Associates, Inc.

8-61/9-40
June 23, 1981

RECEIVED
JUN 24 1981
CITY ENGINEER

Mr. Fred Aguirre
Engineering/Hydrology Division
City of Albuquerque
P. O. Box 1293
Albuquerque, New Mexico 87103

Re: Comanche Place Office Complex

Dear Fred:

As per your request, this letter is to acknowledge that Tom Mann & Associates will prepare as-built drawings and certify as to the compliance of the Comanche Place Office Complex with our approved drainage plan. We have notified the architect that we will inspect it as per City Standards and that everything must be built according to plans, otherwise we will not certify the project.

If you have any further questions or comments, please do not hesitate to call. Thank you

Yours truly,

TOM MANN & ASSOCIATES, INC.

Thomas T. Mann, Jr., P.E.
President

TTM:bb
xc: John Drbal
Donald Krueger & Assoc.

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

July 27, 1978

Tom Mann
Goldberg-Mann & Assoc.
911 Pennsylvania St., NE
Albuquerque, New Mexico 87110

RE: COMANCHE PLACE OFFICE COMPLEX

Dear Mr. Mann:

I have reviewed the drainage plan for the Comanche Place Office Complex and I concur with the proposed scheme. The drainage report is therefore approved.

Very truly yours,

Bruno Conegliano
Asst. City Engineer-Hydrology

BC/gm

cc; V.M. Kimmick
Richard Leonard
Drainage file

Goldberg · Mann & Associates
Engineers·Planners
911 Pennsylvania St. Albuquerque, New Mexico 87110 (505) 265-3521

July 25, 1978

8-61

Mr. Bruno Conegliano
P.O. Box 1293
Albuquerque, NM

Re: Comanche Place Office Complex

Dear Bruno:

Attached are two (2) prints of the drainage plan for the Comanche Place Office Complex. I have reviewed Mr. Krueger's plan and I feel that it complies with the requirements of the City of Albuquerque and AMAFCA.

The site contains approximately 98,250 square feet. It is bordered by Comanche Road NE on the north, a school on the west, undeveloped land on the south and a church on the east. The street to the north and the school are lower than the site, and therefore, contribute no flows to the site. The land to the south drains into a small arroyo on the property which then drains onto the school. The church site drains north to Comanche or south to the arroyo. A concrete curb and planted ditch prevents flow from going onto the office site. Therefore, adjacent properties do not contribute any significant flows to the project site.

The drainage plan shows pond volumes approximately equal to 13,151 cubic feet which will retain in excess of 50 percent of the 100 year frequency rainfall. A percolation area of 11,741 square feet has been provided which will result in an average percolation rate of 0.42 inches per hour.

We request that you approve the drainage plan since the ponding volume, area for percolation and the average percolation rate are well above the minimum City requirements.

Sincerely,

Thomas T. Mann, Jr., P.E.
President

TTM/djv

Attachment

G16/022

# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

LEGAL DEPARTMENT
(505) 766-7411

February 22, 1985

Mr. John Myers
Johnson & Lanphere, P.C.
6400 Uptown Blvd., N.E., Suite 200-W
Albuquerque, New Mexico 87110

RE: Exchange of Surface Easement for Underground Easement

Dear John:

Enclosed please find my marked up copies of the proposed Agreement between K. L. House Construction Company, Inc., and the City for the exchange of the present surface easement for an underground drainage easement. My changes are very minor in nature and if you have any problems, please give me a call.

I am simultaneously transmitting a copy of the easement documents to Fred Aguirre of the City Engineer's Office for his preliminary review.

Very truly yours,

James P. Fitzgerald
Assistant City Attorney

JPF/rr
Enclosure

cc: Fred Aguirre

AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of January 1985, by K.L. HOUSE CONSTRUCTION CO., INC., a New Mexico corporation ("House"), and THE CITY OF ALBUQUERQUE, a Municipal corporation (the "City").

RECITALS:

WHEREAS, pursuant to that certain judgment (the "Judgment") in Bernalillo County District Court Cause No. A41072, The City of Albuquerque, New Mexico, a municipal corporation v. A.J. Haney et al. which Judgment was recorded in the Bernalillo County, New Mexico real estate records on _____, ____, 197__, in Book _____ Vol. _____, the City acquired an easement (the "Judgment Easement") situated in Bernalillo County, New Mexico and described as follows:

> City of Albuquerque Candelaria Interceptor Ditch Easement as shown on the Plat (the "Plat") entitled "REPLAT OF TRACTS 2A, 2B, 3A, 3B, 4A AND 4B OF THE SUBDIVISION OF TRACT 6, BLOCK A AND REPLAT OF TRACT 7, BLOCK A OF INDIAN ACRES SUBDIVISION AND THE SW¼ SE¼, SECTION 3, T 10 N., R3E, NMPM" which plat if is filed for record with the Bernalillo County New Mexico Clerk on August 4, 1971.

WHEREAS, House is the owner of all property (the "Property") as shown on the Plat, subject to the rights of the City pursuant to the Judgment Easement.

WHEREAS, The Judgment Easement was acquired in contemplation of, and is improved with, an open channel drainage facility (the "Open Channel");

WHEREAS, House desires to substitute Open Channel with a closed conduit drainage facility (the "Closed Conduit");

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. The City and House agree to enter into a subdivision improvement agreement pursuant to which House shall agree to construct, at its sole expense, the Closed Conduit, which agreement shall be in a form acceptable to the City, and shall be secured by a financial assurance in a form acceptable to the City (the "Subdivision Agreement").

2. Upon execution of the Subdivision Agreement, the City agrees to release all right, title, and interest to the Judgment Easement by execution of the Release of Easement, a copy of which is attached as Exhibit "A" and incorporated herein.

3. Upon the execution of the Subdivision Agreement, House agrees to grant to the City and the City agrees to accept, an easement for the Closed Conduit, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of January, 1985.

THE CITY OF ALBUQUERQUE,
a municipal corporation

ATTEST:

By_____
Frank Kleinhenz, Chief Administrative Officer

_____
CITY CLERK

APPROVED:

K.L. HOUSE CONSTRUCTION CO., INC., a a New Mexico corporation

_____
CITY ATTORNEY

By_____
J.K. House, President

_____
City Engineer

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

The foregoing instrument was duly acknowledged before me this ____ day of _____, 1985, by FRANK KLEINHENZ, Chief Administrative Officer of THE CITY OF ALBUQUERQUE, a municipal corporation on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

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

The foregoing instrument was duly acknowledged befcre me this ____ day of _____, 1985, by J.K. HOUSE, President of F.L. HOUSE CONSTRUCTION CO., INC., a New Mexico corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT is made this ____ day of _____, 1985, by _____ to THE CITY OF ALBUQUERQUE, a Municipal corporation (the "City").

The City does hereby release, relinquish and terminate that certain easement acquired in Bernalillo County District Court Cause No. A41072, The City of Albuquerque, New Mexico, a municipal corporation v. A J. Haney et al. which Judgment was recorded in the Bernalillo County, New Mexico real estate records on _____ _____, ____, 197__, in Book _____ Vol. _____, (the "Judgment Easement") which easement is situated in Bernalillo County, New Mexico and described as follows:

> City of Albuquerque Candelaria Interceptor Ditch Easement as shown on the Plat (the "Plat") entitled "REPLAT OF TRACTS 2A, 2B, 3A, 3B, 4A, and 4B OF THE SUBDIVISION OF TRACT 6, BLOCK A AND REPLAT OF TRACT 7, BLOCK A OF INDIAN ACRES SUBDIVISION AND THE SW¼ SE¼, SECTION 3, T 10 N., R3E, NMPM" which plat is filed for record with the Bernalillo County New Mexico Clerk on August 4, 1971.

FURTHER, the City quitclaims all its right title and interest in the Judgment Easement to K.L. HOUSE CONSTRUCTION CO. INC., a New Mexico corporation whose address is 6409 Acoma Road, S.E., Albuquerque, New Mexico.

EXHIBIT "A"

IN WITNESS WHEREOF, the City has executed this Release of Easement this _____ day of _____, 1985.

THE CITY OF ALBUQUERQUE, a municipal corporation

ATTEST:

By_____
Frank Kleinhenz, Chief Administrative Officer

_____
City Clerk

APPROVED:

_____
CITY ATTORNEY

APPROVED:

_____
CITY ENGINEER

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

The foregoing instrument was duly acknowledged before me this ____ day of _____, 1985, by FRANK KLEINHENZ, Chief Administrator Officer of THE CITY OF ALBUQUERQUE, municipal corporation on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

AGREEMENT AND
GRANT OF EASEMENT

THIS AGREEMEIIT AND GRANT OF EASEMENT ("Easement") is made this ____ day of _____, 1985, by K.L. HOUSE CONSTRUCTION CO., INC., a New Mexico corporation ("House"), to THE CITY OF ALBUQUERQUE, Municipal corporation (the "City").

~~RECITALS:~~

~~NOW THEREFORE,~~ In consideration of the mutual covenants and conditions contained in this Easement, House hereby grants, bargains, sells and conveys to the City an easement over and under that certain property situate in Bernalillo County, New Mexico, more particularly described and shown on Exhibit "A", attached hereto and incorporated herein (the "Easement Property"), which grant of easement is pursuant to the terms and conditions set out herein.

1. Purpose: The purpose of the Easement is for the construction, reconstruction, operation, repair and maintenance of an underground storm drainage pipe and appurtenances (the "Drainage Facilities").

2. Term: The Easement shall be in perpetuity, unless sooner abandoned by the City.

3. Maintenance of Drainage Facilities: The City shall have the obligation to maintain the Drainage Facilities. The City shall have the right to enter upon the Easement Property as may be necessary for the installation, operation, repair or

maintenance of the Drainage Facilities. The City shall give House prior ~~written~~ notice before entering upon the Easement Property if reasonably possible under the circumstances.

4. Restoration of Easement Property: The City shall be obligated to rebuild and restore the Drainage Facilities following the City's entry upon the Easement Property for purposes of maintenance of the Drainage Facilities. However, the City shall be under no obligation to restore any of House's improvements, including landscaping, situate on the Easement Property.

5. House's Use of Easement Property: House reserves the right to use the Easement Property for any purpose including a private street, parking, and landscaping, which do not disturb or disrupt the function of the Drainage Facilities, however, House shall have no right to use the Easement Property for the construction of buildings or other structures. In the event that any use of the Easement Property by House which has not received prior written approval of the City interferes with the City's operation, repair or maintenance ~~function~~ of the Drainage Facilities, House agrees to cease such use within seventy-two (72) hours of receipt of written notice from the City, and House shall defend, indemnify and hold the City harmless from loss or damage as a result of such use.

6. Running of Benefits and Burdens: The terms House and the City include their respective successors in interest to their rights in the Easement Property. All provisions of this Easement, including the benefits and burdens, run with the land

and are binding upon and inure to the benefit of the successors in interest of the parties hereto.

7. Termination of Covenant Liability: Whenever a transfer of ownership of the Easement Property takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

8. Release of Easement: The City may terminate this Easement by recording a release in recordable form with directions for delivery of same to House at its last address given pursuant hereto, whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in Easement Property.

IN WITNESS WHEREOF, the parties have executed this Easement this ____ day of _____, 1985.

THE CITY OF ALBUQUERQUE,
a municipal corporation

ATTEST:

By _____
Frank Kleinhenz, Chief Administrative Officer

_____
CITY CLERK

APPROVED:

K.L. HOUSE CONSTRUCTION CO., INC., a New Mexico corporation

_____
CITY ATTORNEY

APPROVED:

By _____
J.K. House, President

_____
CITY ENGINEER

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

The foregoing instrument was duly acknowledged before me this ____ day of _____, 1985, by FRANK KLEINHENZ, Chief Administrative Officer of THE CITY OF ALBUQUERQUE, a municipal corporation on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

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

The foregoing instrument was duly acknowledged before me this ____ day of _____, 1985, by J.K. HOUSE, President of K.L. HOUSE CONSTRUCTION CO., INC., a New Mexico corporation on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "A"
TO AGREEMENT AND GRANT OF EASEMENT
DESCRIPTION

A certain tract of land situate within Section 3, T10N, R3E, N.M.P.M., within the City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of City of Albuquerque Candelaria Interceptor Ditch Easement, INDIAN ACRES SUBDIVISION, as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on August 4, 1971 and being more particularly described by plat bearings and ground distances as follows:

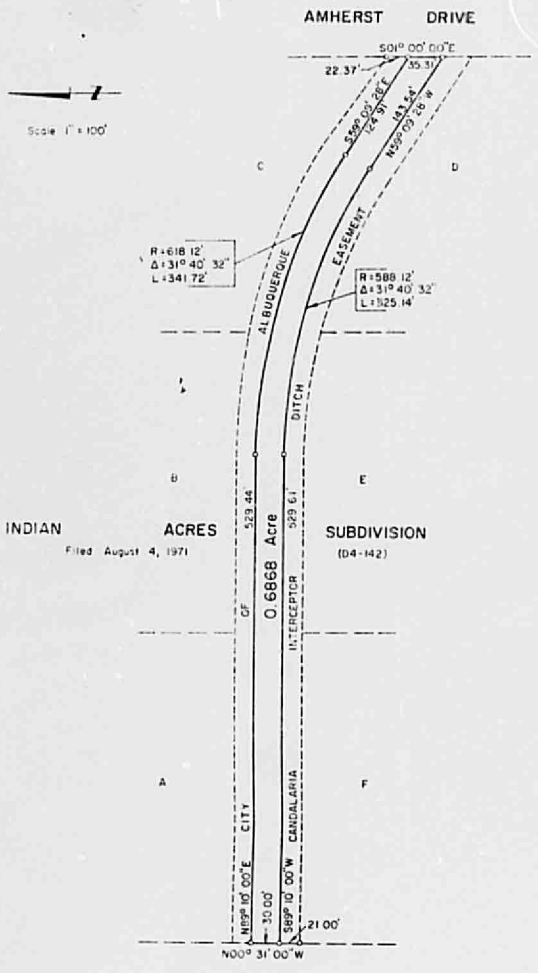
BEGINNING at the southwest corner of the tract herein described, a point on the westerly boundary of said Candelaria Interceptor Ditch Easement, whence the southwest corner of said Easement, also being the northwest corner of Tract F of said INDIAN ACRES SUBDIVISION bears S00°31'00"E, 21.00 feet and from said point of beginning running thence along the westerly boundary of said Easement,
N00°31'00"W, 30.00 feet to the northwest corner of the tract herein described; thence leaving said Easement boundary and continuing along the northerly boundary of the tract herein described,
N89°10'00"E, 529.44 feet to a point of curvature; thence,
341.72 feet along the arc of a curve to the right having a radius of 618.12 feet and a chord bearing S74°59'44"E, 337.39 feet to a point of tangency; thence,
S59°09'28"E, 124.91 feet to the northeast corner of the tract herein described, also being a point on the easterly boundary of said Candelaria Interceptor Ditch Easement and the westerly right-of-way of Amherst Drive, whence the northeast corner of said Easement, also being the southeast corner of Tract C of said INDIAN ACRES SUBDIVISION bears N01°00'00"W, 22.37 feet; thence continuing along the easterly boundary of said Easement and said westerly right-of-way of Amherst Drive,
S01°00'00"E, 35.31 feet to the southeast corner of the tract herein herein described; thence leaving said Easement boundary and said right-of-way and continuing along the southerly boundary of the tract herein described,
N59°09'28"W, 143.54 feet to a point of curvature; thence,
325.14 feet along the arc of a curve to the left having a radius of 588.12 feet and a chord bearing N74°59'44"W, 321.01 feet to a point of tangency; thence,
S89°10'00"W, 529.61 feet to the point and place of beginning.

Tract contains 0.6868 acre, more or less.

Bohannan-Huston Inc.
4125 Carlisle Blvd.
Albuquerque, NM 87107

January 7, 1985
Job No. 42295

A. Dwain Weaver
N.M.P.L.S.




Job No 42295

January 7, 1985

# Speed Letter.

To _____ From _____

Subject Comanche Attic Cavity 9-40

MESSAGE

The drawing dated 4/9/79 appears to comply w/ the requirements. Also, the window sill has been raised as requested.

Thank you for your call

Date 7/11/79 Signed _____

REPLY

Date Signed

Wilson Jones Company
779

SENDER—DETACH AND RETAIN YELLOW COPY. SEND WHITE AND PINK COPIES WITH CARBON INTACT.