

97070810

G16/D082

8834

#55481

#19⁰⁰

AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and ELM Partners, Ltd., ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at Vassar Drive N.E. & Vassar Pl. N.E., in Albuquerque, New Mexico, and more particularly described as:

Tract B-1 Comanche Business Park Recorded on Feb. 10, 1993
Book 93-C Page 35 in Bernalillo County Clerk's Office, N.M.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

Temporary Public Drainage Easement comprising all of

Tract B-1-J, Comanche Business Park

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

Temporary Retention Pond

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. 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 affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan G16/D82 on file at City Hydrology. The 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.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. 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 then may 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 agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be cancelled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. 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 User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

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

ELM Partners, Ltd..
7925 Charger Trail N.E.
Albuquerque, NM 87109

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days 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.

11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. 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.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

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

14. 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.

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

16. 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 reasonably capable of completion.

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

CITY OF ALBUQUERQUE

By: [Signature]

Lawrence Rael

Chief Administrative Officer

Dated: 7/9/97

USER:

By: [Signature]

Its: Barbara J. McCausland, Vice-President of
EJM, Inc., General Partner for ELM
Partners, Ltd.

Dated: 6/19/97

APPROVED:

[Signature]
Robert E. Gurule, Director
Public Works Department

7/3/97

Reviewed by:

[Signature]
City Engineer

CITY'S ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

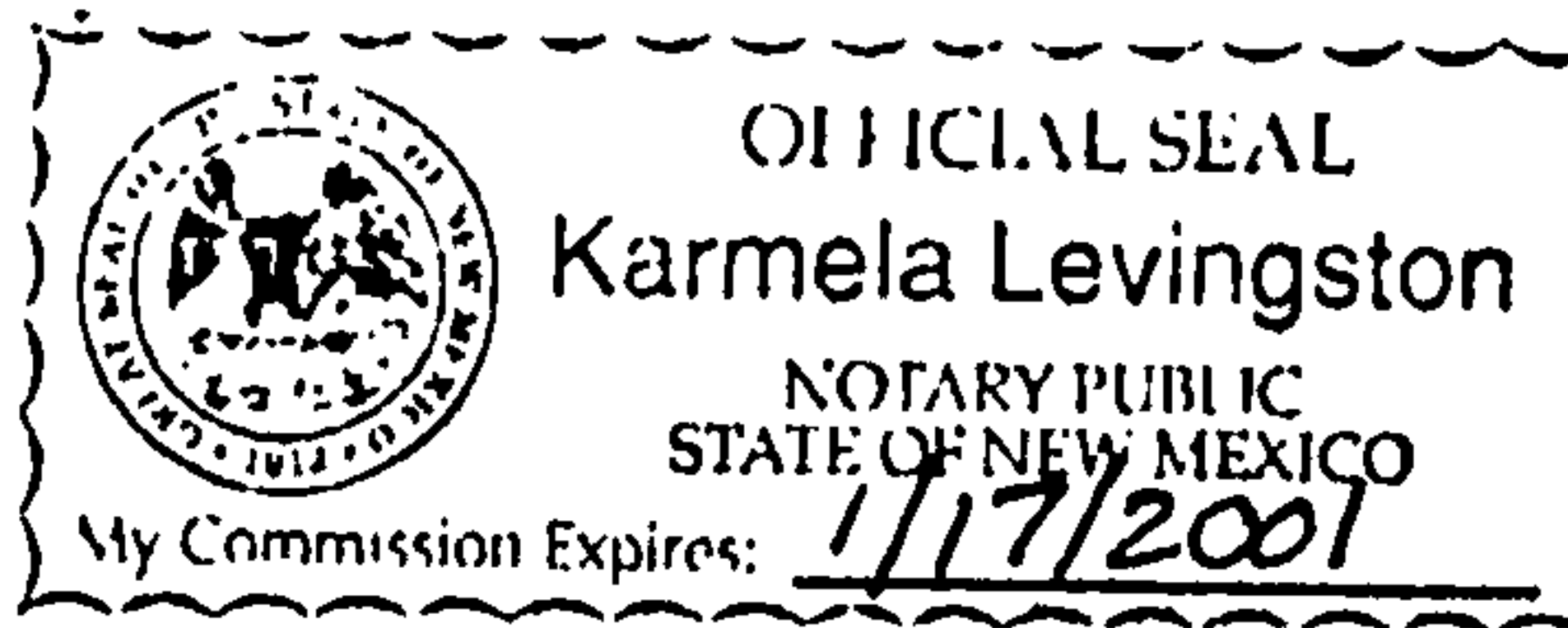
This instrument was acknowledged before me on July 7th,
19997, by Robert E. Gurule, Director, Pub. Works ^{Dept.} for the City of
Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

3.27.2001

STATE OF NEW MEXICO)
) ss
 COUNTY OF BERNALILLO)



This instrument was acknowledged before me on July 9, 1997, by Lawrence Rael, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

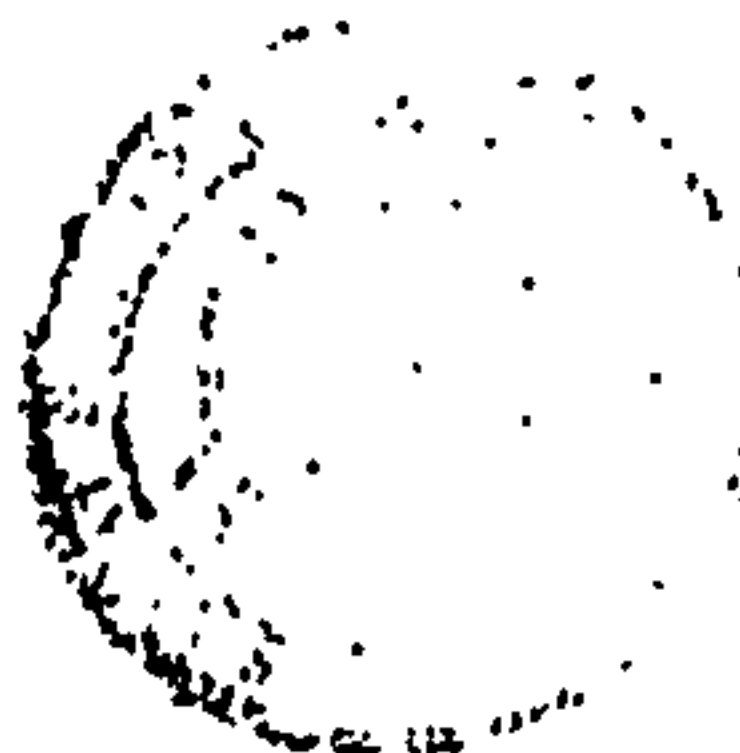
Karmela Livingston
 Notary Public

My Commission Expires:

1/17/2001

USER'S ACKNOWLEDGEMENT

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



OFFICIAL SEAL
 CHARLES G. CALA, JR.
 NOTARY PUBLIC - STATE OF NEW MEXICO
 Notary Bond Filed with Secretary of State
 My Commission Expires 5-6-2001

This instrument was acknowledged before me on June 19, 1997, by Barbara J. McCausland, Vice-President of EJM, Inc., General Partner for ELM Partners, Ltd.

Charles G. Cala, Jr.
 Notary Public

My Commission Expires:

5-6-2001

STATE OF NEW MEXICO
 COUNTY OF BERNALILLO

97 JUL 11 AM 11:27 -5-

07-18-8634-8640
Ch. G. Cala, Jr.

Approved as to form by
 Legal Department 2/23/95

TRACT B-1-A
COMANCHE BUSINESS
PARK

TRACT B-1-B
COMANCHE BUSINESS
PARK

3639

VASSAR

PLACE

N.E.

SAS

(60' R.O.W.)

VASSAR DRIVE N.E.

(60' R.O.W.)

8" PVC-SAS

EXISTING 6' SIDEWALK

TR. B-1-K
COMANCHE
BUSINESS PARK

20' PUBLIC DRAINAGE EASEMENT

TR. B-1-J

TEMPORARY
RETENTION
POND

3:1

3:1

3:1

3:1

36" SD

EXISTING ARROYO

EXHIBIT 'A'
SCALE: 1"=50'

NORTH

- GRANTED BY THIS PLAT
- (12) 5' U.S. WEST COMMUNICATIONS EASEMENT GRANTED BY THIS PLAT
 - (13) A TEMPORARY PUBLIC DRAINAGE EASEMENT COMPRISING ALL OF TRACT B-1-J IS GRANTED BY THIS PLAT. MAINTENANCE OF THE EASEMENT SHALL BE THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER
 - (A) FOUND #5 REBAR W/CAP STAMPED "NEW MEXICO PS 11184"
 - (3) SET CHISELED " + " ON SIDEWALK
 - (C) FOUND A M.A.F.C.A. FLOOD CONTROL BRASS CAP SET IN CONCRETE STAMPED "NDC ROW"
 - (2) FOUND #4 REBAR W/CAP STAMPED "IS 4078" TAGGED W/WASHER STAMPED "NMPD 11184"
 - (1) FOUND CHISELED " + " ON SIDEWALK

BOUNDARY TABLES

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	2089.86'	443.65'	442.82'	S 29°31'39" W	12°09'47"
C2	45.00'	49.47'	47.01'	N 75°28'51" W	62°58'52"
C3	350.00'	128.11'	127.40'	N 10°57'08" E	20°58'19"
C4	30.00'	47.12'	42.43'	N 44°32'01" W	90°00'00"
C5	55.00'	94.26'	83.14'	N 85°32'10" W	98°11'36"
C6	30.00'	23.61'	23.01'	S 67°55'01" W	45°05'57"
C7	2089.86'	192.52'	192.45'	S 32°58'12" W	05°16'41"
C8	55.00'	47.17'	45.74'	N 11°52'07" W	49°08'30"
C9	2089.86'	251.13'	250.98'	S 26°53'19" W	06°53'06"
C10	55.00'	49.74'	48.06'	N 38°36'37" E	51°48'58"
C11	30.00'	23.61'	23.01'	S 66°59'03" E	45°05'57"
C12	55.00'	68.20'	63.91'	S 79°57'29" E	71°02'50"
C13	30.00'	47.12'	42.43'	N 45°27'59" E	90°00'00"

LINE	BEARING	DISTANCE
L1	S 13°43'43" W	144.14'
L2	S 14°02'22" W	138.96'
L3	N 89°32'01" W	21.80'
L4	S 89°34'01" E	9.67'

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Project # 554481
CCN # 9800026

Contact Person TERRI MARTIN

Phone No. 924-3997

New or Ext. # _____

FILE w/SIA

Type of Agreement : AGREEMENT AND CONTRACT

Description/Project: COMANCHE BUSINESS PARK

Public Works/Div.: PROJECT REVIEW SECTION

Developer: ELM PARTNERS LTD

Contract Amount \$ 0

SIA Contract Period: 7-10-97 - (SIA)

Contract Amount \$ _____

SW'S Contract Period: _____ - _____

Project Completed Date: _____

DRAFT CONTRACT:

Rec'd by Legal: _____ Rejected/Returned to Dept.: _____

Returned to Legal: _____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:

Letter of Credit No.: _____ Date: _____ Attached: Yes___ No___ Initial_____

Other: Type _____ Date: _____ Attached: Yes___ No___ Initial_____

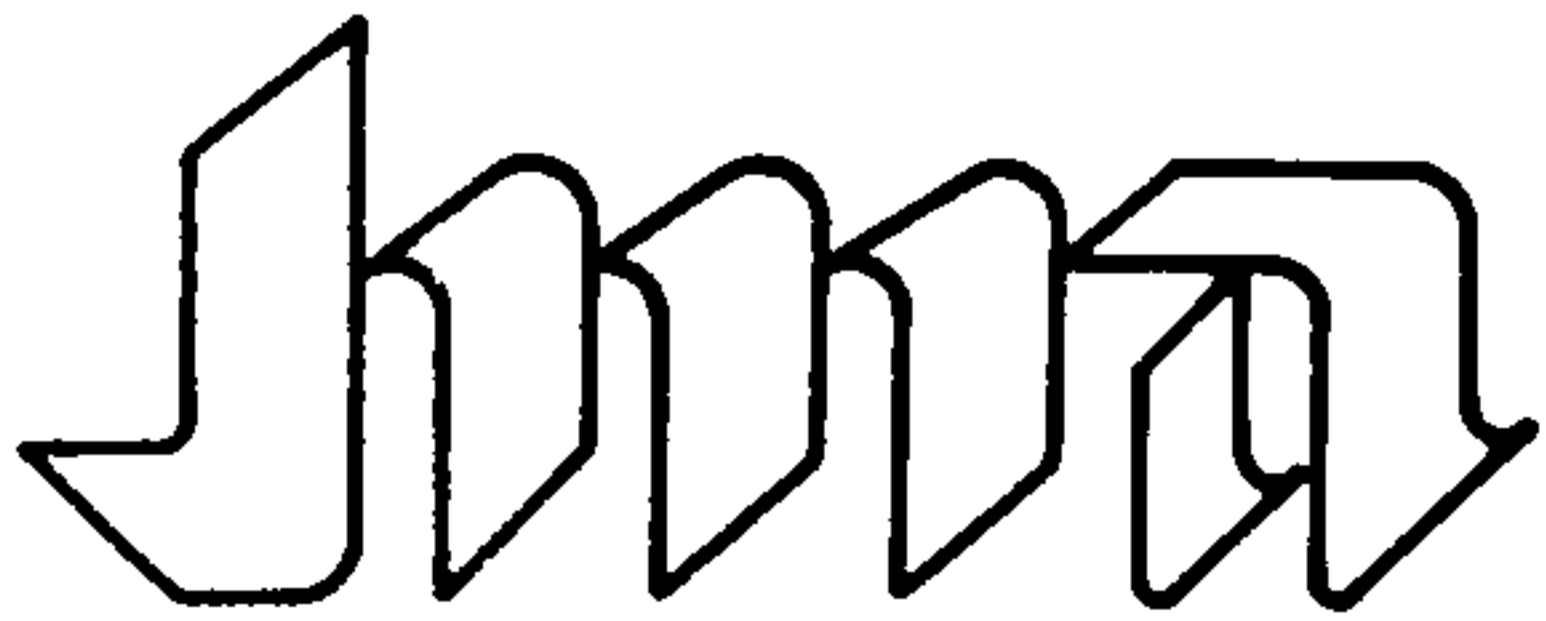
FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Purchasing <u>Hydro:</u>	<u>6-27-97 TSL</u>	<u>7-1-97</u>	<u>[Signature]</u>	<u>7/1/97</u>
Asst. City Attorney:	<u>7-1-97</u>	<u>7-3-97</u>	<u>[Signature]</u>	<u>7/3/97</u>
CIP:	_____	_____	_____	_____
City Attorney:	_____	_____	_____	_____
CAO: <u>PWD: Dim</u>	<u>7-3-97</u>	_____	<u>[Signature]</u>	<u>7-7-97</u>
Other:	_____	_____	_____	_____
Council:	EC No.: _____	Approved: _____	Date: _____	

DISTRIBUTION:

	Date:	By:
User Department	_____	_____
Vendor	_____	_____
City Clerk	<u>7-18-97 TSL</u>	<u>7-18-97</u>
Treasury	_____	_____



JEFF MORTENSEN & ASSOCIATES, INC.

☐ 6010-B MIDWAY PARK BLVD. N.E.
☐ ALBUQUERQUE ☐ NEW MEXICO 87109
☐ ENGINEERS ☐ SURVEYORS (505) 345-4250
FAX 345-4254

TRANSMITTAL

VIA: ☒ DELIVERY ☐ PICKUP ☐ FAX

TO: HYDROLOGY SECTION CITY	DATE: 08/21/96
	PROJECT: COMANCHE BUS. PARK
	JOB NO: 960822
ATTN: CARLOS MONTROYA	
RE: MDP CORRECTIONS / ADDITIONS	

WE ARE SENDING:

QTY.	DESCRIPTION	FOR
ONE	SETS	REPLACE

REMARKS: _____

PER OUR CONVERSATION OF EARLIER
TODAY. THANKS FOR YOUR
TIMELY REVIEW.

BY: 

RECEIVED: _____

DATE: _____

Fax 505-764-9138

TERMS: NET 30 DAYS

- BLUEPRINTS
- PHOTOCOPIES
- ENLARGEMENTS

DATE 6-23 19 98

CUSTOMERS ORDER NO._____

S
Ü
:
D
T
O

LOVELADY ENG.

У
П
И
Р
О

CDA - Hydrology

PLAZA DEZ SOL

ATTN: MARGARET ORTINA

ORDERED	SHIPPED	BACK ORD.	UNIT	CATALOG NO	DESCRIPTION	SQ. FT.
					RETURN 3 ORIGINAL BLUE LINE & TWO ORIGINAL SPEC SHEETS JOB: D082 COMMANCHE BUS PARK	
Received by Jane Pohl					Thank You	

DELIVERY MEMO NO. 1752

A handwritten signature 'L. 23' is written in the lower-left corner. A large, bold 'X' is drawn across the center of the page, extending from the top right towards the bottom left.

DRAINAGE INFORMATION SHEET

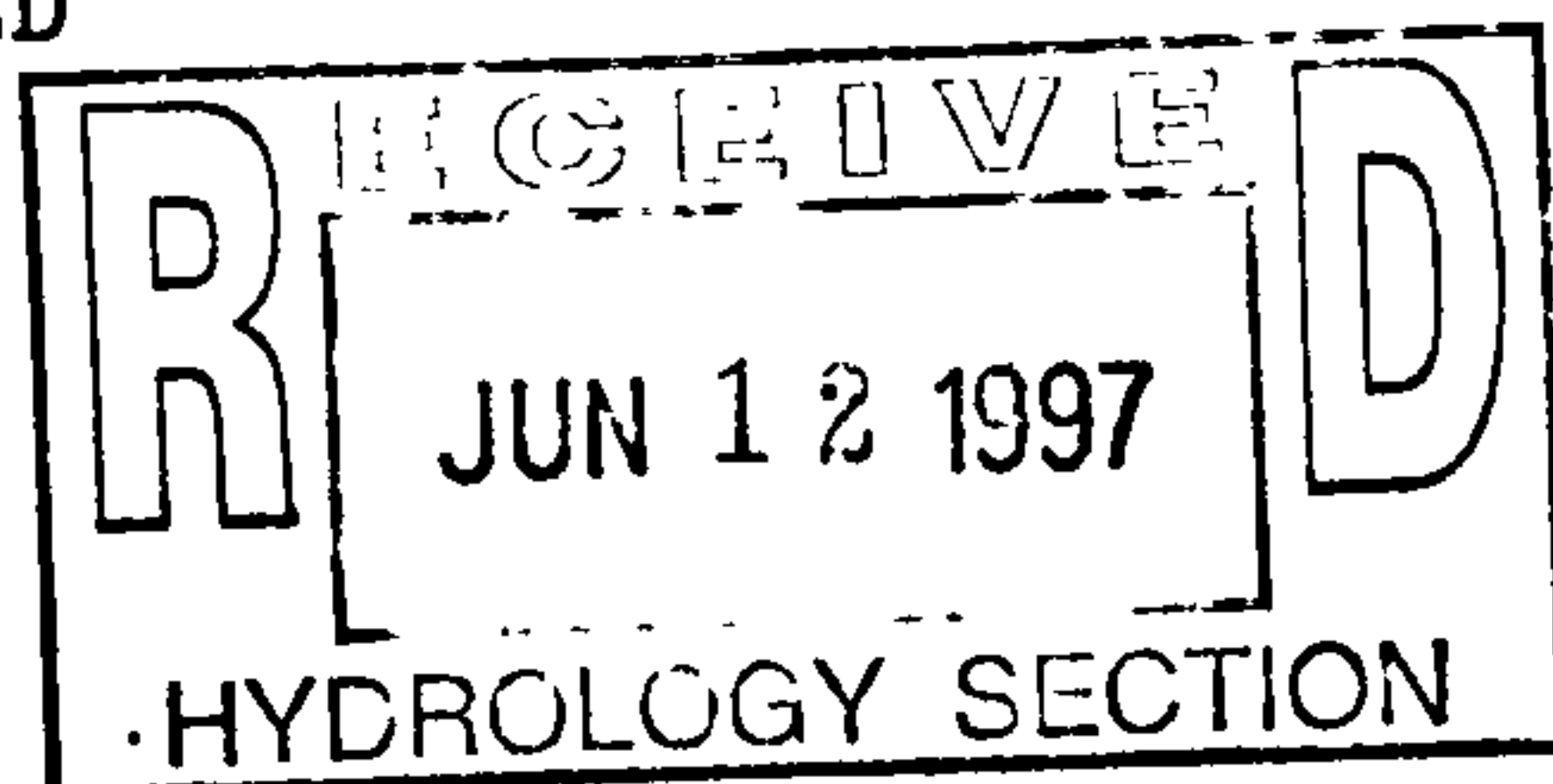
PROJECT TITLE: Comanche Business Park ZONE ATLAS/DRNG. FILE #: G16-D82
 DRB #: 96-380 EPC #: _____ WORK ORDER #: 554481
 LEGAL DESCRIPTION: TRACT B-1, COMANCHE BUSINESS PARK
 CITY ADDRESS: _____
 ENGINEERING FIRM: JMA CONTACT: GARY BITTLER
 ADDRESS: 600-B MIDWAY PARK BLVD NE. PHONE: 345-4250
 OWNER: ELM PARTNERS, LTD. CONTACT: EDWARD McCausland
 ADDRESS: 7925 CHARGER TRAIL N.E. PHONE: _____
 ARCHITECT: _____ CONTACT: _____
 ADDRESS: _____ PHONE: _____
 SURVEYOR: JMA CONTACT: Chuck Cala
 ADDRESS: _____ PHONE: 345-4250
 CONTRACTOR: J. R. Hale CONTACT: Tom McConner
 ADDRESS: P.O. Box 25667, Albuquerque, NM 87125 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
☐ CERTIFICATE OF OCCUPANCY APPROVAL
☒ GRADING PERMIT APPROVAL (ROUGH).
☒ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS
☐ SUBDIVISION CERTIFICATION
☒ OTHER Work Order (SPECIFY)
FINAL SIGN-OFF

DATE SUBMITTED: 05/06/12/97

BY: GARY R. BITTLER GRB

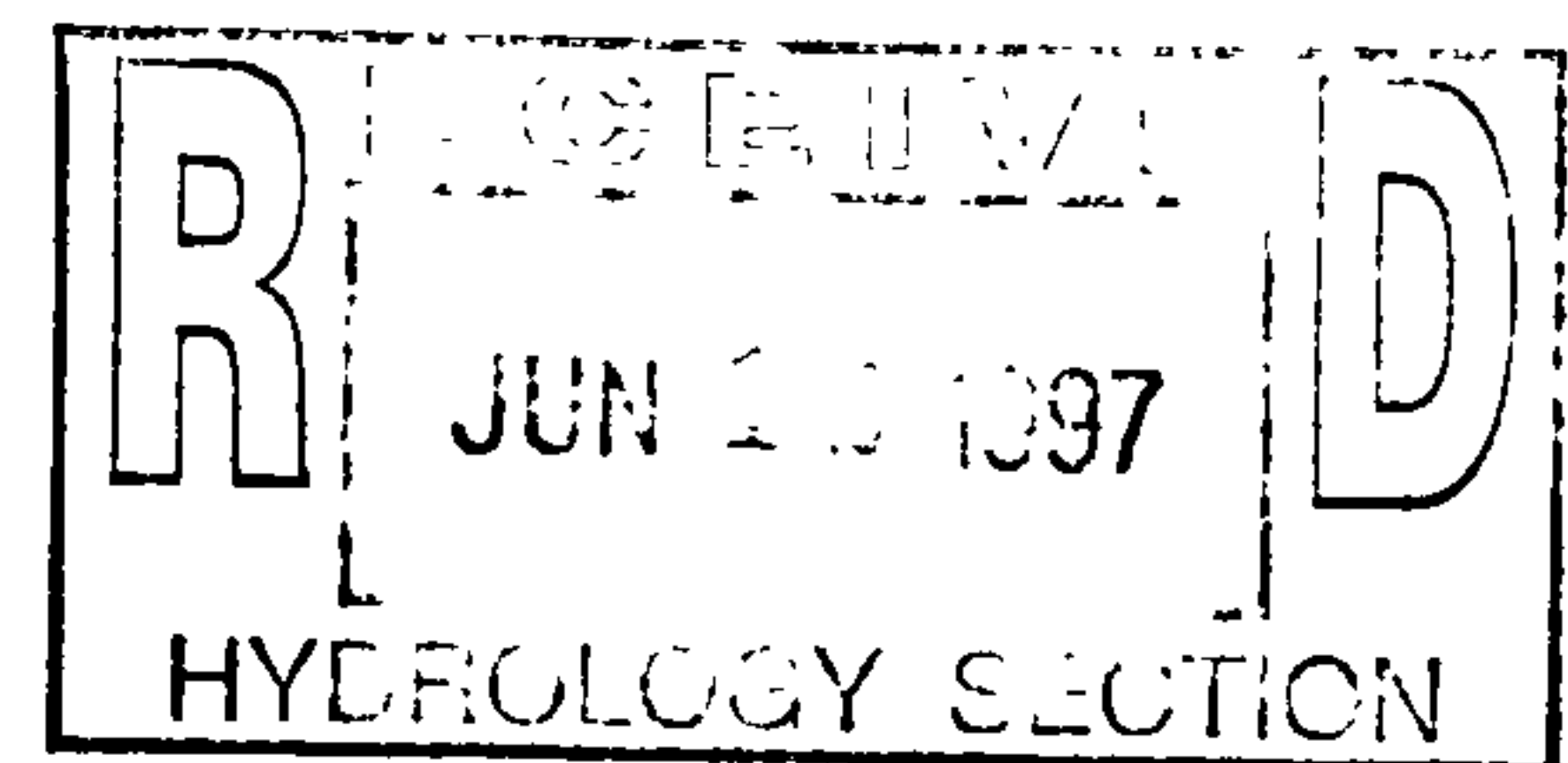


JEFF MORTENSEN & ASSOCIATES, INC. □ ENGINEERS & SURVEYORS □ (505) 345-4250
6010-B MIDWAY PARK BLVD. N.E. □ ALBUQUERQUE □ NEW MEXICO 87109 □ FAX (505) 345-4254
960828

June 12, 1997

Mr. Carlos Montoya
City of Albuquerque
Public Works Department
Hydrology Section
Plaza Del Sol - One Stop
Albuquerque, NM 87102

RE: Comanche Business Park
Tracts B-1-A through B-1-K Construction Plans



Dear Carlos:

We are in receipt of your comments dated June 10, 1997 for the subject project. We would like to address the comments in order as they appear in your letter:

1. We will provide an approved, signed, and filed copy of the retention pond drainage covenant to your office once it has been approved by the City Attorney's Office.
2. We will file a paper easement for the retention pond concurrently with the filing of the plat for the purposes of accepting public runoff into a private drainage facility.
3. We have revised the drawings omitting the term "double throat" on the Type 'C' drainage inlets.
4. The 20 foot storm drain easement along the westerly boundary of Tract B-1-J should be sufficient to accommodate the 36" storm drain. Because of the zoning of the property, any proposed building cannot be within 26 feet of the property line. This should alleviate your concern of a building being constructed at the edge of the easement.
5. Storm drain manhole #1 has been revised to be a pressure type manhole.
6. We have conferred with the contractor, and they stated that a manufactured 36" RCP plug will be installed to prevent runoff discharge downstream.

Page 2

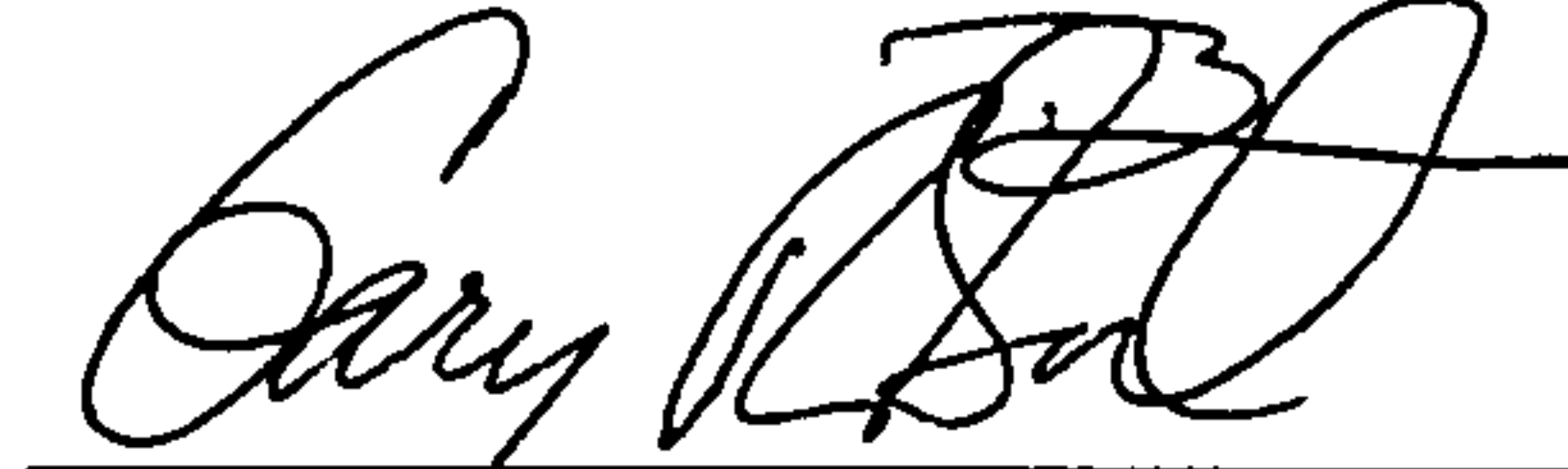
Mr. Carlos Montoya

7. The SAD will be constructing a new 54" storm drain system within Vassar Drive and constructing new storm drain manholes. This will require extensive reconstruction of Vassar Drive. The storm drain diameter increase is a function of the existing system that will be increased in size, as planned by the SAD. This will allow the storm drain modifications to be completed during one construction period, and will reduce inconvenience on surrounding property owners and users.
8. The existing inlet depth is four feet. There is more than sufficient depth to accommodate the new 36" storm drain penetration into the inlet, and assure a one foot minimum cover on the pipe.

It is based on these evaluations that Rough Grading and Work Order Final Sign Off approvals are requested. If you have any questions or comments regarding this information, or if we can be of further service to you, please do not hesitate to call.

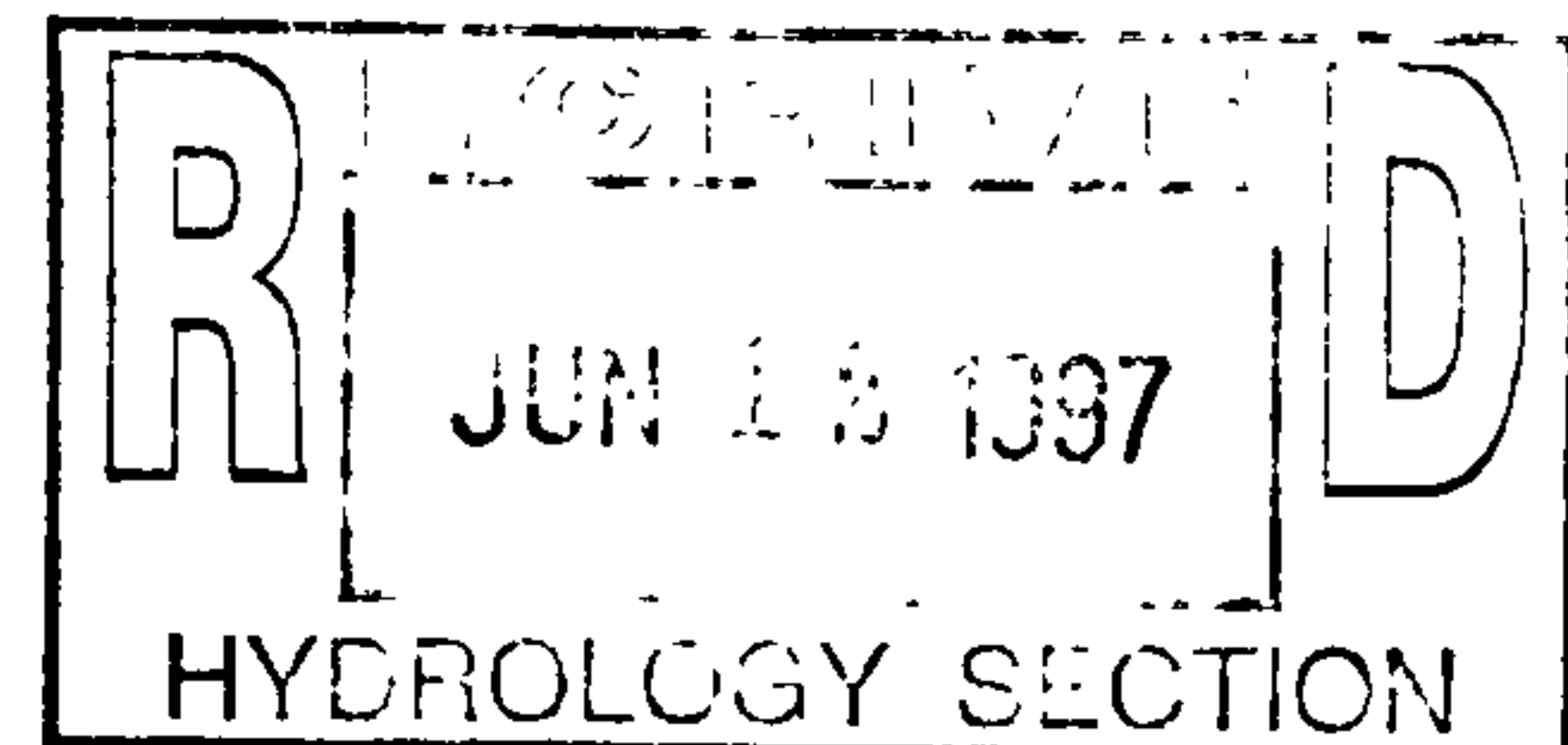
Sincerely,

JEFF MORTENSEN & ASSOCIATES, INC.



Gary R. Bittner, E.I.T.

GRB:dsj



DEVELOPMENT & BUILDING SERVICE CENTER
ONE STOP

600 SECOND ST. N.W./2ND FLOOR
ATTENTION: Hydrology Files
505-924-3900

Records Withdrawal Form

Project No. ~~2000705~~ 6-16/18 82B Date: 5-30-01

Project Title: Plains Electric / Commerce Business Park

a. File ☒ b. Mylars c. Redlines/Comments
d. Other Blue lines

Requested By: Jerrie Padilla
BPLW Phone No.: 880-9670

Comments: Company will be picked up by reliable

Anticipated Return Date: 5-31-01

Receipt Acknowledged

I here by accept full responsibility for the security of the above noted records/plans until return receipt acknowledgement is completed. Records/plans will be returned to the Development & Building Services Center on or before the indicated anticipated return date.

Delivery Picked Up By:

Name: DAVID MAIR
Print

Organization: RELIABLE REPRODUCTIONS

Signed: [Signature]
Phone No. 247-1578

Date: 5-31-01

Return Acknowledged

Office Use Only

Received by: [Signature] Date:
Print

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

July 9, 1986

Clinton Dodge, P.E.
Leedshill-Herkenhoff
Post Office box 1217
Albuquerque, New Mexico 87103

RE: CONCEPTUAL GRADING & DRAINAGE PLAN SUBMITTAL OF AMERIWEST I
RECEIVED JUNE 18, 1986 FOR SKETCH PLAT APPROVAL (G-16/D82)

Dear Clinton:

The above referenced submittal, dated June 18, 1986, is approved for Sketch Plat purposes, since the proposed drainage scheme appears practical. I cannot approve the conceptual drainage plan at this time until the following comments are addressed:

1. The rational method is not acceptable for runoff volume calculations. The SCS CN method must be used. (reference Emergency Rule Notice revising DPM Chapter 22, signed January 14, 1986.) Revise all volumes shown as necessary.
2. Under the Developed Conditions hydrologic calculations, how was the "C" value of 0.70 determined? Plate 22.2 C-1 in the DPM has been deleted. A composite "C" value should be determined based on percentage of different land treatments and their appropriate "C" value.
3. The proposed contour line across the center of Tract A is shown as 5050, which I assume should be 5060.
4. No channel improvements are shown for Area "AC1", therefore, water surface profiles will need to be calculated to determine the extent of on-site floodplain limits to be dedicated on the Final Plat as a Drainage Easement. This also applies to "B1" and "B2".

MUNICIPAL DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

Clinton Dodge, P.E.

July 5, 1986

Page 2 of 2

d. Preliminary street grades must be provided for proposed Vassar Drive tying in both ends to established grades.

e. Show a sketch plat with property lines shown with bearings and distances.

If it is determined at the DFE that an approved infrastructure listing and Subdivision Improvements Agreement is required for Platting approval, then a detailed Drainage Report will be required that identifies all required infrastructures.

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

Cordially,

Roger A. Green, PE

Roger A. Green, P.E.
C.E./Hydrology Section

cc: Alan Summers, Ameriwest Corp.

RAG/bsj

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Ameriwest I ZONE ATLAS/DRNG. FILE #: G-16-7D82

LEGAL DESCRIPTION: Portion of NW 1/4 of Sec. 3, T10N, R3E, NMPM (attached)

CITY ADDRESS: _____

ENGINEERING FIRM: Leedshill-Herkenhoff CONTACT: Suzi Balogh

ADDRESS: P.O. Box 1217, 87103 PHONE: 247-0294

OWNER: Ameriwest Corporation CONTACT: Alan Summers

ADDRESS: P.O. Box 25625, 87125 PHONE: 242-3330

ARCHITECT: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

SURVEYOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☒ YES

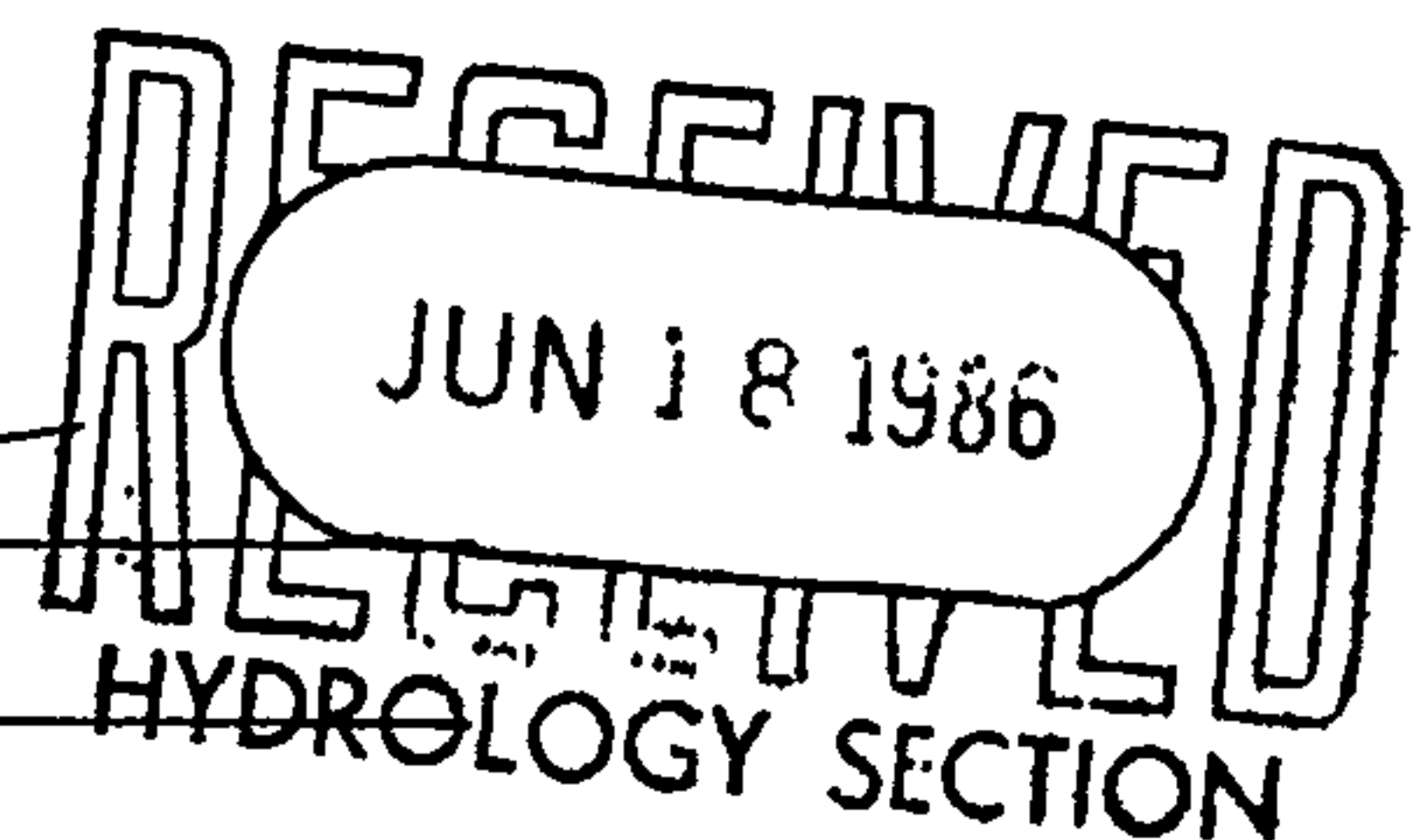
☐ NO

☒ COPY OF CONFERENCE RECAP
SHEET PROVIDED

DRB NO. _____

EPC NO. _____

PROJ. NO. _____



TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT

☐ DRAINAGE PLAN

☒ CONCEPTUAL GRADING & DRAINAGE PLAN

☐ GRADING PLAN

☐ EROSION CONTROL PLAN

☐ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

☒ SKETCH PLAT APPROVAL

☐ PRELIMINARY PLAT APPROVAL

☐ SITE DEVELOPMENT PLAN APPROVAL

☐ FINAL PLAT APPROVAL

☐ BUILDING PERMIT APPROVAL

☐ FOUNDATION PERMIT APPROVAL

☐ CERTIFICATE OF OCCUPANCY APPROVAL

☐ ROUGH GRADING PERMIT APPROVAL

☐ GRADING/PAVING PERMIT APPROVAL

☐ OTHER _____ (SPECIFY)

DATE SUBMITTED: June 18, 1986

BY: Suzi Balogh

PORTION OF LAND SITUATE IN THE NORTHWEST ONE-QUARTER
OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO
PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO

DESCRIPTION

A certain tract or parcel of land situate in the northwest One-Quarter of Section 3, T10N, R3E, N.M.P.M., Bernalillo County, New Mexico, being more particularly described by State Plane Grid bearings (New Mexico Central Zone) and ground distances as follows:

Beginning at a point being the Intersection of the centerline of said Section 3 and southerly line of Tract "B", Luecking Park Complex No. 2 (filed in the Office of County Clerk in Volume C12, Folio 31) from whence the southeast corner of Tract "A", Luecking Park Complex (filed in the Office of County Clerk in Volume C7, Folio 176) a brass cap bears N89°55'20"E, a distance 563.43'; thence,

S00°26'33"W, along said centerline of Section 3, a distance 611.54'; thence,

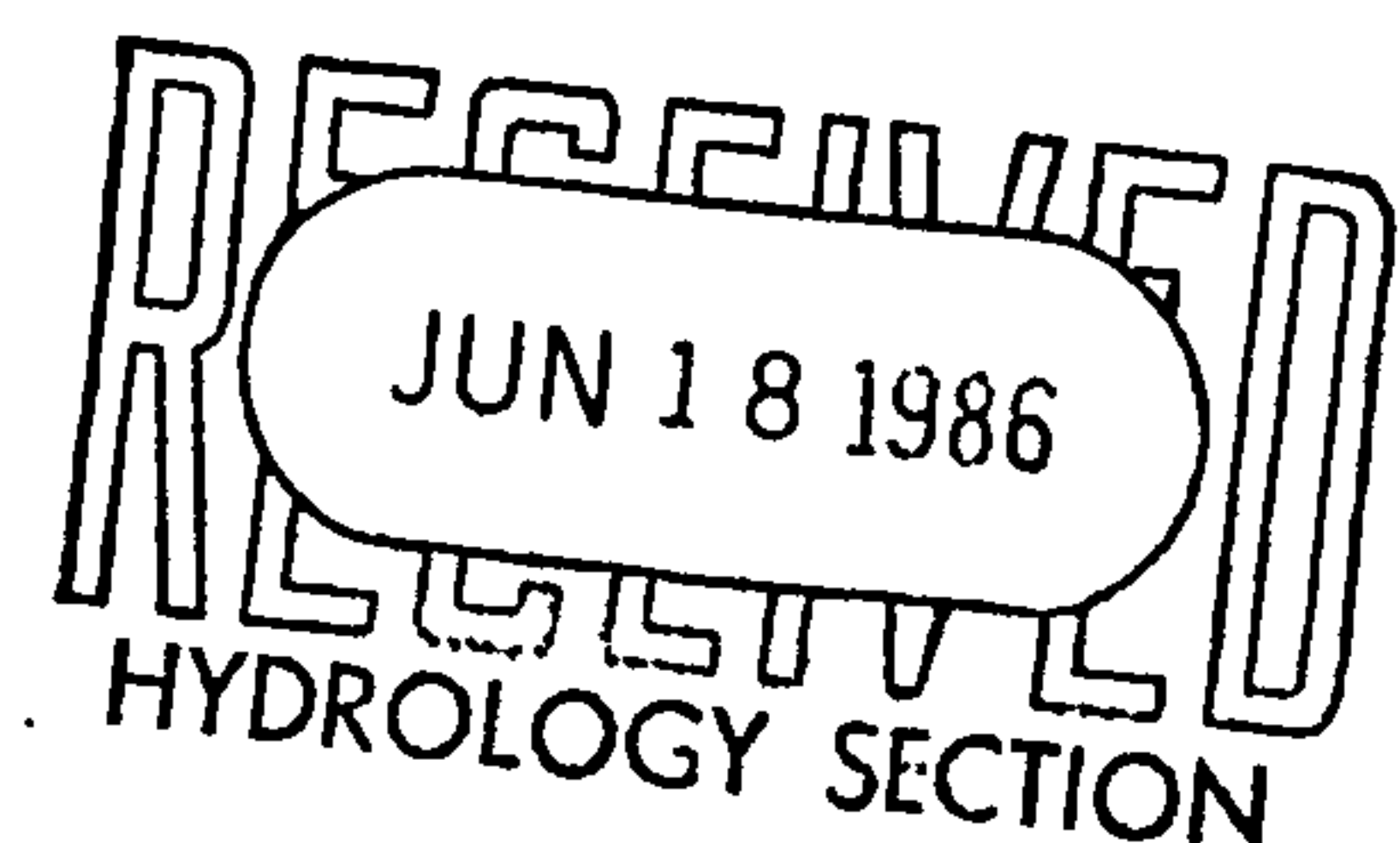
N89°33'35"W, a distance 659.94'; thence,

S00°28'28"W, a distance 66.00' to northeast corner of the HAHN PARCEL (plat filed in the Office of County Clerk in Volume D6, Folio 22); thence,

N89°37'50"W, along the northerly line of said HAHN PARCEL, a distance 1344.56' to a point on the easterly right of way line of Interstate 25, a point on a curve; thence,

Northeasterly, along a curve to the right (said curve having a radius of 5607.00 feet, a central angle of 09°36'31" and a chord bearing N45°11'12"E, a distance 939.20') a distance 940.30'; thence,

N89°55'20"E, along the southerly line of said Tracts A, B and D of said Luecking Park Complex No. 2, a distance 1343.45' to the point of beginning and containing 25.0539 acres more or less.



CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION/DESIGN HYDROLOGY SECTION

CONFERENCE RECAP

DRAINAGE FILE/ZONE ATLAS PAGE NO.: G-16 DATE: 6/2/86
PLANNING DIVISION NOS: EPC: _____ DRB: _____
SUBJECT: Ameri-West Property N of Levi Strauss on
STREET ADDRESS (IF KNOWN): Comanche Rd NE
SUBDIVISION NAME: _____

APPROVAL REQUESTED:

____ PRELIMINARY PLAT _____ X FINAL PLAT
____ SITE DEVELOPMENT PLAN _____ BUILDING PERMIT
X OTHER _____ ROUGH GRADING
Sketch Plat

	WHO	REPRESENTING
ATTENDANCE:	<u>Bobbi Miller</u>	<u>Herkertoff</u>
	<u>Allen Summers</u>	<u>Ameri-West</u>
	<u>Billy Goolsby</u>	<u>City / Hydrology</u>

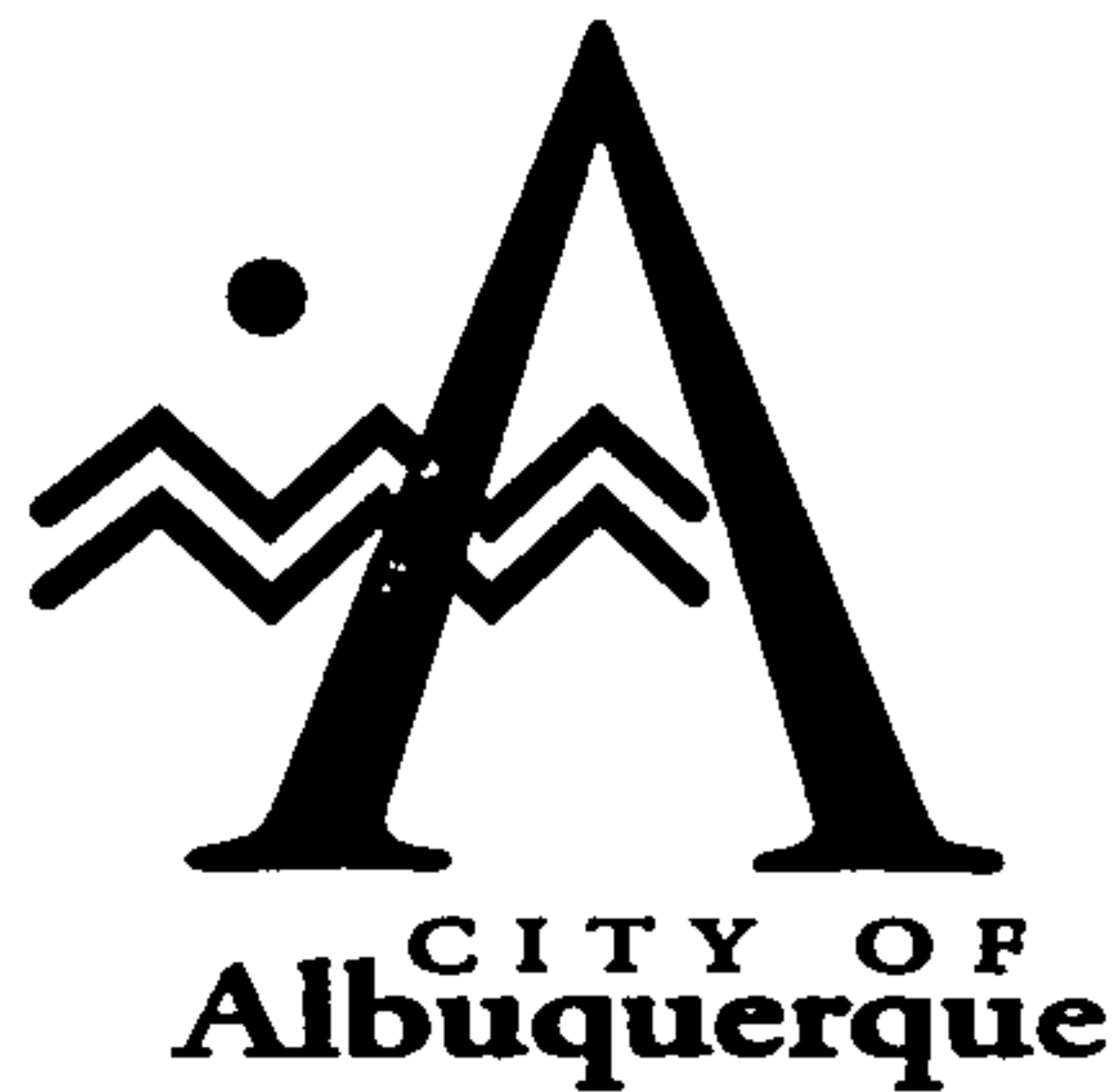
FINDINGS:

- A ~~Conceptual~~ Drainage Report will be the minimum requirement for Sketch Plat and Final Plat if no requirements for public infrastructure.
- Downstream capacity will dictate the appropriate drainage scheme. Compliance with the Master Plan for the area will be appropriate if one exists.
- Any reclaiming of flooded areas will require improvements to channels as the provisions of ponding sites.
- Platting will be required ~~to~~ to show the existing flooding limits.

The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED:	<u>Billy Goolsby</u>	SIGNED:	<u>Robert J Miller</u>
TITLE:	<u>CE Hydrologist</u>	TITLE:	<u>Asst. Dir. - Herkertoff</u>
DATE:	<u>6/2/86</u>	DATE:	<u>6/2/86</u>

NOTE PLEASE PROVIDE A COPY OF THIS RECAP WITH THE DRAINAGE SUBMITTAL



August 27, 1996

Martin J. Chávez, Mayor

Jeff Mortensen
Jeff Mortensen & Associates
6010-B Midway Park NE
Albuquerque, NM 87109

RE: DRAINAGE PLAN FOR COMANCHE BUSINESS PARK (G16-D82)

Dear Mr. Mortensen:

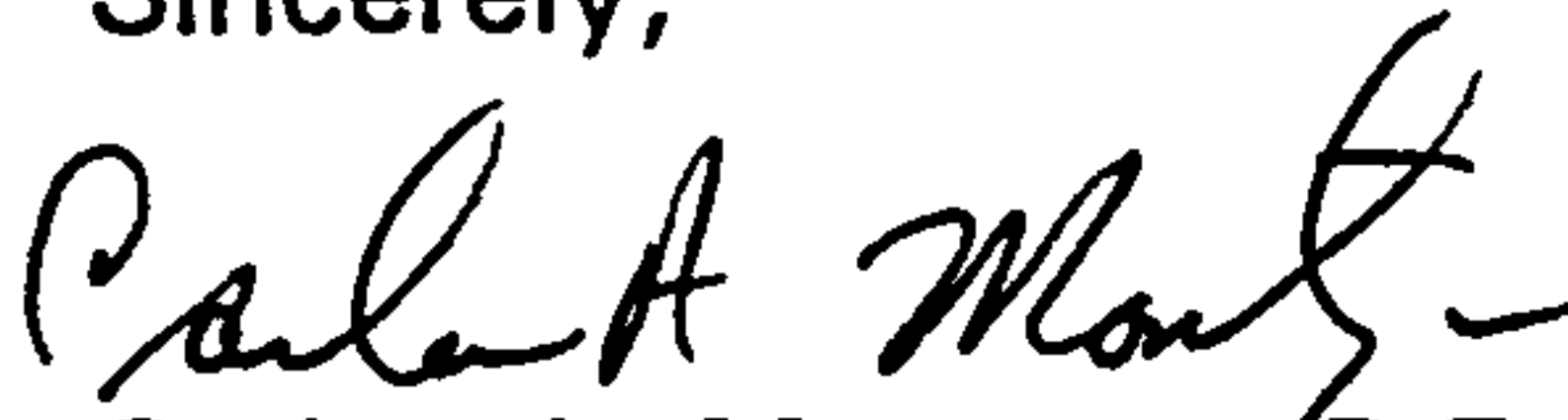
The above referenced plan dated August 8, 1996 is approved as the Master Plan for the property. Please be aware of the following comments.

1. As each tract is submitted for Building Permit, retention ponds will be required until the downstream County SAD is constructed.
2. Each tract will construct the private outfall line to the public system. This outfall line will be ready for future connections when the SAD is constructed.
3. When Fedex Court is constructed it will have to drain to a public retention pond.

The private owner will dedicate temporary public easements and it will be his responsibility to maintain the retention pond.

4. An individual drainage plan will be required for each tract as they develop.

Sincerely,


Carlos A. Montoya, P.E.
PWD/Hydrology Division

CAM/dl

c: Andrew Garcia


Good for You, Albuquerque!



DRAINAGE INFORMATION SHEET

960822

PROJECT TITLE: Comanche Business Park ZONE ATLAS/DRNG. FILE #: G-16/182

DRB #: DRB-96-380 EPC #: _____ WORK ORDER #: _____

LEGAL DESCRIPTION: Tract A-1, Comanche Business Park

CITY ADDRESS: Vassar Dr. N.E. 1/4 mi. North of Comanche Rd.

ENGINEERING FIRM: Jeff Mortensen & Assoc. CONTACT: Mike De Lilla

ADDRESS: 6010-B Midway Park Blvd. N.E. PHONE: 345-4250

OWNER: Elm Partners Ltd. CONTACT: Edward McCausland

ADDRESS: 7925 Charger Trail N.E. PHONE: 846-7426

ARCHITECT: N/A CONTACT: _____

ADDRESS: _____ PHONE: _____

SURVEYOR: Jeff Mortensen & Assoc. CONTACT: Chuck Cala

ADDRESS: 6010-B Midway Park Blvd. N.E. PHONE: 345-4250

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
- ☐ CERTIFICATE OF OCCUPANCY APPROVAL
- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ S.A.D. DRAINAGE REPORT
- ☐ DRAINAGE REQUIREMENTS
- ☐ OTHER _____ (SPECIFY)

DATE SUBMITTED:

1/17/96Rec'd 1/17/97

BY:

Michelle (Mike) F. De Lilla

JMA No. 960822
D.R.B. Case No. 96-380
D.R.C. Project No. _____
Date Submitted 01-17-97
Prelim. Plat Approved _____
Prelim. Plat Expires _____

EXHIBIT "A"
to Subdivision Improvements Agreement

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LISTING
for Tracts B-1-A through B-1-K, Comanche Business Park

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development. This summary is not necessarily a complete listing. During the design process, if the City determines that appurtenant items have not been included in the summary, those items will be included in the listing and related financial guarantee, if the items normally are Subdivider responsibility. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility are the responsibility of the Subdivider and will be included in the financial guarantee provided to the City.

<u>Location</u>	<u>Size</u>	<u>Type Improvement</u>	<u>From</u>	<u>To</u>
<u>Vassar Place</u>	<u>40' FF</u>	<u>Arterial Paving</u>	<u>Vassar Drive</u>	<u>Cul-de-Sac</u>
	<u>6'</u>	<u>Sidewalk (Both Sides)</u>	<u>Vassar Drive</u>	<u>Cul-de-Sac</u>
	<u>10"</u>	<u>Waterline</u>	<u>Vassar Drive</u>	<u>Cul-de-Sac</u>
	<u>8"</u>	<u>Std. Curb & Gutter</u>	<u>Vassar Drive</u>	<u>Cul-de-Sac</u>
<u>20' Public</u>	<u>10"</u>	<u>Waterline</u>	<u>Cul-de-Sac</u>	<u>SW Corner</u>
<u>Waterline</u>				<u>Tract A,</u>
<u>Easement</u>				<u>Luecking Park</u>
				<u>Complex</u>
<u>Tract B-1-J</u>	<u>--</u>	<u>Interim Retention Pond</u>		
<u>20' public S.D.</u>	<u>36"</u>	<u>Storm Drain (including</u>	<u>Vassar Place</u>	<u>30' Public</u>
<u>Easement</u>		<u>inlets)</u>		<u>Drainage</u>
				<u>Easement on</u>
				<u>S. Property</u>
				<u>Line</u>
<u>Existing 30'</u>	<u>36"</u>	<u>Storm Drain</u>	<u>Tract B-1-J</u>	<u>Vassar Drive</u>
<u>Public Drainage Easement on South Property Line</u>				

Prepared by: Michelle G. De Lilla
Print Name: For Jeffrey G. Mortensen, P.E.
Firm: Jeff Mortensen & Associates, Inc.

Page 1 of 1

Development Review Board Member Approval

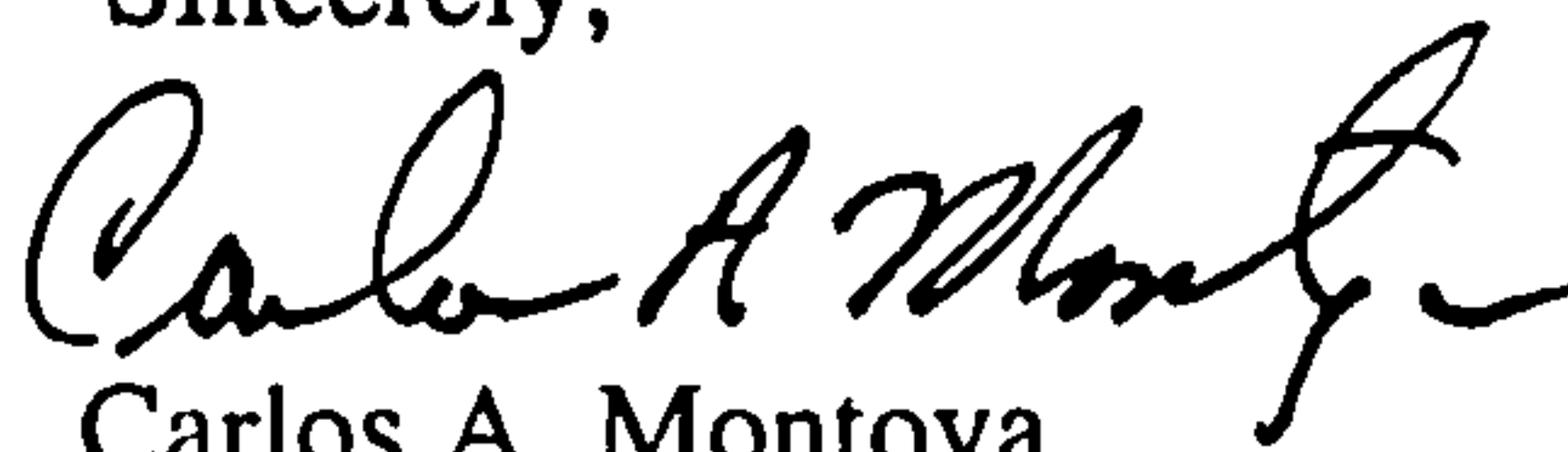
<u>Transportation Dev.</u> <u>Date</u>	<u>Utility Dev.</u> <u>Date</u>	<u>Parks Design & Development, C.I.P.</u> <u>Date</u>
----------------------------------------	---------------------------------	-----------------------------------------------------------

<u>City Engineer/AMAFCA</u> <u>Date</u>	<u>DRB Chairman</u> <u>Date</u>
-----------------------------------------	---------------------------------

8. Please show details on the back of inlet connection at Vassar Drive. The maximum pipe size that can be used is 12 inches.

If you have any questions please call me at 924-3984.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos A. Montoya', with a stylized flourish at the end.

Carlos A. Montoya
Project Manager

c: Andrew Garcia
File



Martin J. Chávez, Mayor

June 10, 1997

Robert E. Gurulé, Director

Gary R. Bittner
Jeff Mortensen and Associates
6010-B Midway Park Boulevard NE
Albuquerque, New Mexico 87109

**RE: Drainage plan for Tract B-1 Comanche Business Park (G16-D82) Received
May 27, 1997**

Dear Mr. Bittner:

I have reviewed the referenced plan stamp dated May 23, 1997 for Work Order sign off and forward the following comments:

1. Please submit an approved and signed copy of the retention pond's drainage covenant. *paper encmnt*
2. Please submit the final plat showing the retention pond in a public easement.
3. Please define what you mean by "a double throat double 'C' storm inlet". ✓
4. The 20 foot storm drain easement is a minimum dimension. If you use a depth of 9 feet, slope of 1 to 1 and working area at the bottom of the trench the easement width should be 26 feet.
5. If there is a water surface of 5065.5 in the pond then manhole #1 will need a pressure lid.
6. Please describe how manhole #1 storm drain will be plugged.
7. Please explain why the storm drain diameter increase in Vassar Drive should be paid by the SAD.

Good for You, Albuquerque!

P.O. Box 1293, Albuquerque, New Mexico 87103

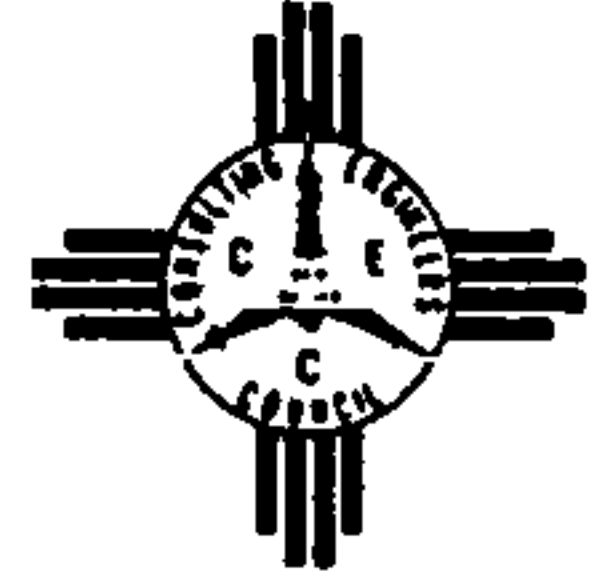


Ed McCausland
Elm Park

822-0954

Vassar Place 15~~th~~

~~123~~ 124F.



JEFF MORTENSEN & ASSOCIATES, INC. □ ENGINEERS & SURVEYORS □ (505) 345-4250
6010-B MIDWAY PARK BLVD. N.E. □ ALBUQUERQUE □ NEW MEXICO 87109 □ FAX (505) 345-4254
960828

June 12, 1997

Mr. Carlos Montoya
City of Albuquerque
Public Works Department
Hydrology Section
Plaza Del Sol - One Stop
Albuquerque, NM 87102

RE: Comanche Business Park
Tracts B-1-A through B-1-K Construction Plans

Dear Carlos:

We are in receipt of your comments dated June 10, 1997 for the subject project. We would like to address the comments in order as they appear in your letter:

1. We will provide an approved, signed, and filed copy of the retention pond drainage covenant to your office once it has been approved by the City Attorney's Office.
2. We will file a paper easement for the retention pond concurrently with the filing of the plat for the purposes of accepting public runoff into a private drainage facility.
3. We have revised the drawings omitting the term "double throat" on the Type 'C' drainage inlets.
4. The 20 foot storm drain easement along the westerly boundary of Tract B-1-J should be sufficient to accommodate the 36" storm drain. Because of the zoning of the property, any proposed building cannot be within 26 feet of the property line. This should alleviate your concern of a building being constructed at the edge of the easement.
5. Storm drain manhole #1 has been revised to be a pressure type manhole.
6. We have conferred with the contractor, and they stated that a manufactured 36" RCP plug will be installed to prevent runoff discharge downstream.

Page 2

Mr. Carlos Montoya

7. The SAD will be constructing a new 54" storm drain system within Vassar Drive and constructing new storm drain manholes. This will require extensive reconstruction of Vassar Drive. The storm drain diameter increase is a function of the existing system that will be increased in size, as planned by the SAD. This will allow the storm drain modifications to be completed during one construction period, and will reduce inconvenience on surrounding property owners and users.
8. The existing inlet depth is four feet. There is more than sufficient depth to accommodate the new 36" storm drain penetration into the inlet, and assure a one foot minimum cover on the pipe.

It is based on these evaluations that Rough Grading and Work Order Final Sign Off approvals are requested. If you have any questions or comments regarding this information, or if we can be of further service to you, please do not hesitate to call.

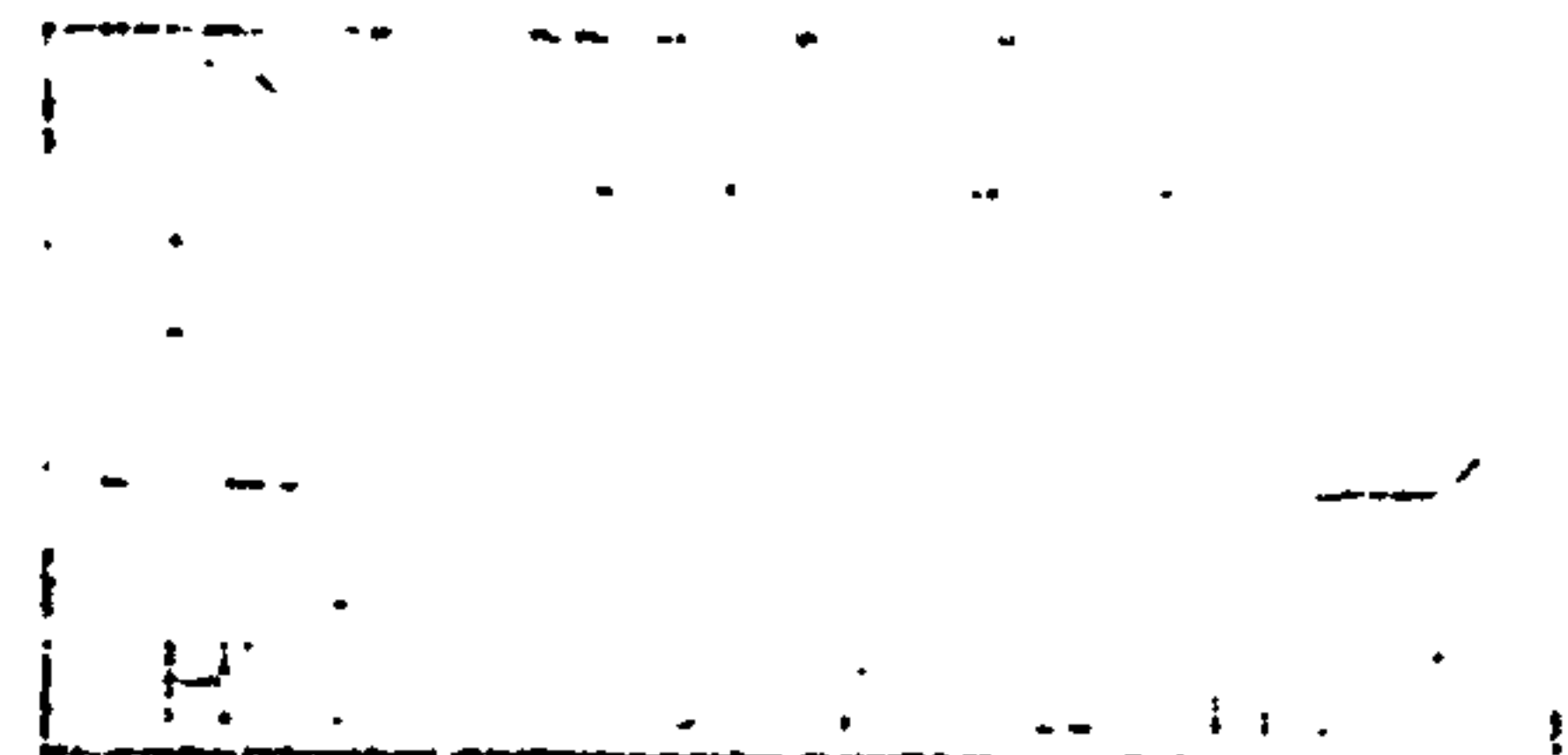
Sincerely,

JEFF MORTENSEN & ASSOCIATES, INC.



Gary R. Bittner, E.I.T.

GRB:dsj



DRAINAGE INFORMATION SHEET

PROJECT TITLE: Comanche Business Park ZONE ATLAS/DRNG. FILE #: Gr16/482
 DRB #: 96-380 EPC #: _____ WORK ORDER #: _____
 LEGAL DESCRIPTION: TRACT B-1, Comanche Business Park
 CITY ADDRESS: VASSAR DR N.E. 1/4 Mi. North of Comanche Road N.E.
 ENGINEERING FIRM: JEFF MORTENSEN & ASSOCIATES, INC. CONTACT: Mike Stephens
 ADDRESS: 6010-B Midway Park Blvd N.E. PHONE: 345-4250
 OWNER: ELM PARTNERS, Ltd CONTACT: Mike Stephens
 ADDRESS: 7925 Charger Trail N.E. PHONE: 345-4250
 ARCHITECT: N/A CONTACT: _____
 ADDRESS: _____ PHONE: _____
 SURVEYOR: JEFF MORTENSEN & ASSOC., Inc CONTACT: Chuck Cr LA
 ADDRESS: 6010-B Midway Park Blvd N.E. PHONE: 345-4250
 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
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☐ BUILDING PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY APPROVAL
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS
☐ OTHER _____ (SPECIFY)

AUG 1 2 1996

DATE SUBMITTED: 08/09/96
 BY: Michael D Stephens

CARLOS,

WOULD YOU PLEASE PUT THIS BACK
IN THE FILE G-16 / DEZ

THE WORK HAS BEEN DONE.

M.G.

Section 6. RIGHTS-OF-WAY AND EASEMENTS

A. RIGHTS -OF-WAY

Whenever no beneficial use can be derived by an owner from continued retention of that land necessary for permanent drainage, flood control or erosion control facilities or when the facilities involve a major arroyo, the land required for the operation and maintenance of the facilities must be dedicated to AMAFCA or the City.

B. EASEMENTS

Easements for drainage, flood control and erosion control facilities are acceptable (except where prohibited in 22.6.A. above) as long as a clear agreement exists as to other acceptable uses and that no permanent facilities are constructed within them (including masonry fences and retaining walls but excluding pavement) without an agreement between the owner and the City, governing the permitted uses.

C. CONFIGURATION

Rights-of-way and permanent easements required for drainage, flood control and erosion control facilities will conform to the following criteria:

1. Surface Facilities

The dedicated area should contain the entire facility including any slopes, maintenance roads, turn arounds or other necessary appurtenances, and may not be less than 10 feet wide.

2. Underground Facilities

Dedicated areas for underground facilities may be not narrower than 20 feet for any facility defined as a major facility and must conform to the formula:

$$W = 2 \times D_i + \text{pipe diameter} + 4 \text{ feet}$$

where

W = dedicated width in feet

D_i = depth to invert

For box conduits or arch pipes use the inside vertical dimension rather than inside pipe diameter.

D. DESIGNATION LANGUAGE - See "Recordable Documents", Chapter 21, Volume 2 of the Development Process Manual.



CITY OF
Albuquerque

Public Works Department

Martin J. Chávez, Mayor

Robert E. Gurulé, Director

January 27, 1997

Jeff Mortensen
Jeff Mortensen & Associates
6010-B Midway Park Blvd. NE
Albuquerque, New Mexico 87109

RE: DRAINAGE PLAN FOR COMANCHE BUSINESS PARK (G16-D82) ENGINEER'S
STAMP DATED 1/17/97

Dear Mr. Mortensen:

Based on the information provided on your January 17, 1997 submittal, the above referenced site is approved for Preliminary Plat.

Please be advised that the plat must include the easement for Tr. B-1-J and also a maintenance agreement must be submitted for review and processing. Within the plat language you must identify that the subject property is shown on the National Flood Insurance Program "Flood Insurance Rate Map" until such time that a LOMR is submitted and approved by FEMA, flood insurance may be required by the mortgage company.

Prior to work order release, please include the top and bottom grades for the proposed pond and also include the 100 year water surface elevation within the plan drawing.

If I can be of further assistance, please feel free to contact me at 924-3986.

C: Andrew Garcia

Sincerely

Bernie J. Montoya CE
Engineering Associate

Good for You, Albuquerque!





Martin J. Chávez, Mayor

June 10, 1997

Robert E. Gurulé, Director

Gary R. Bittner
Jeff Mortensen and Associates
6010-B Midway Park Boulevard NE
Albuquerque, New Mexico 87109

**RE: Drainage plan for Tract B-1 Comanche Business Park (G16-D82) Received
May 27, 1997**

Dear Mr. Bittner:

I have reviewed the referenced plan stamp dated May 23, 1997 for Work Order sign off and forward the following comments:

1. Please submit an approved and signed copy of the retention pond's drainage covenant. *paper easement*
2. Please submit the final plat showing the retention pond in a public easement.
3. Please define what you mean by "a double throat double 'C' storm inlet". ✓
4. ✓ The 20 foot storm drain easement is a minimum dimension. If you use a depth of 9 feet, slope of 1 to 1 and working area at the bottom of the trench the easement width should be 26 feet.
5. ✓ If there is a water surface of 5065.5 in the pond then manhole #1 will need a pressure lid.
6. Please describe how manhole #1 storm drain will be plugged.
7. Please explain why the storm drain diameter increase in Vassar Drive should be paid by the SAD.

Good for You, Albuquerque!

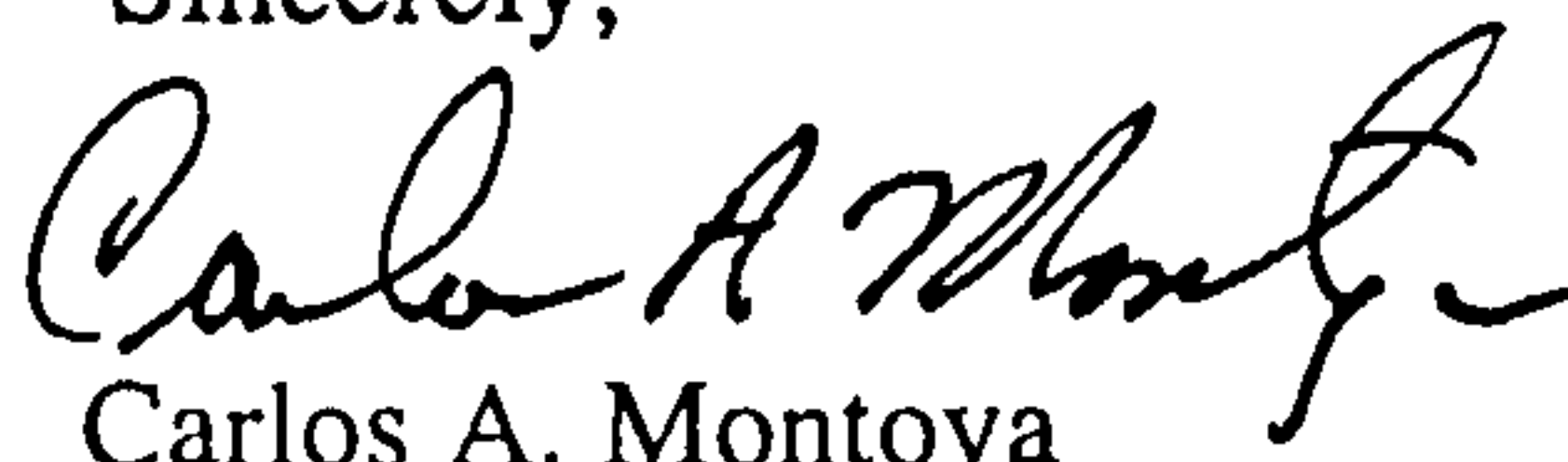
P.O. Box 1293, Albuquerque, New Mexico 87103



8. Please show details on the back of inlet connection at Vassar Drive. The maximum pipe size that can be used is 12 inches.

If you have any questions please call me at 924-3984.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlos A. Montoya", with a stylized flourish at the end.

Carlos A. Montoya
Project Manager

c: Andrew Garcia
File



JEFF MORTENSEN & ASSOCIATES, INC.
☐ 6010-B MIDWAY PARK BLVD. N.E.
☐ ALBUQUERQUE ☐ NEW MEXICO 87109
☐ ENGINEERS ☐ SURVEYORS (505) 345-4250

FAX (505) 345-4254

FAX TRANSMITTAL

TO: CARLOS MONTAÑA-FIRM: C.O.A. - P.W.D. HYDROLOGY SECTION
ONG STOPFACSIMILE NUMBER: 924-3864FROM: GARY BITTNERSUBJECT: DRAINAGE COVENANT

MESSAGE: _____

_____NUMBER OF PAGES: 5 (Including this page)

If the transmission is incomplete or unclear,
please notify us at once at (505) 345-4250.

DRAINAGE COVENANT

This Drainage Covenant, between E.L.M. Partners, Ltd. ("Owner"), whose address is 7925 Charger Trail N.E., Albuquerque, NM 87109 and the City of Albuquerque, New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property described as:
Tract B-1-J, Comanche Business Park
in Bernalillo County, New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain Drainage Facilities on the Property, and the parties wish to enter into this Agreement to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City pursuant to Drainage File No. G16-D82
Temporary Retention Pond as shown in Exhibit 'A'

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

3. Maintenance of Drainage Facility. The Owner will maintain the Drainage Facility at Owner's cost in accordance with the approved Drainage Report and plans.

4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner, requiring the Owner to construct or repair the Drainage Facility within 90 days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

(Approved by Legal Dept.,
as to form only 06/90)

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's repair or maintenance following notice to the Owner as required in this agreement or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City.

8. Indemnification. Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. To the extent, if at all, Section 56-1-1 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.

9. Cancellation of Agreement and Release of Covenant. This Agreement may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer, or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. Assessment. Nothing in this agreement shall be construed to relieve the Owner, his heirs, assigns, and successors from an assessment against Owner's Property for improvements to the property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

11. Notice. For purposes of given formal written notice to the owner, Owner's address is:

E L M Partners, Ltd.
7925 Chagler Trail N.E.
Albuquerque, NM 87109

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

12. Term. This Agreement shall continue until terminated by the City pursuant to Section 9 above.

(Approved by Legal Dept.
as to form only 06/90)

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

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supercedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.

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

16. 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 reasonably capable of completion.

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

OWNER:

By:

Its: Edward L. McCausland, President of EJM, Inc.
General Partner for ELM Partners, Ltd.

Dated: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 199____, [by name of person:] _____, [title or capacity, for instance "president" or "owner":] _____ of [Subdivider:] _____.

Notary Public

My Commission Expires:

CITY OF ALBUQUERQUE:

Approved:

By: _____
Title: _____
Dated: _____

(EXHIBIT A ATTACHED)

(Approved by Legal Dept.
as to form only 06/90)

*** RX REPORT ***

RECEPTION OK

TX/RX NO	5502	
CONNECTION TEL		3454254
SUBADDRESS		
CONNECTION ID		
ST. TIME	06/09 15:15	
USAGE T	02'35	
PGS.	4	
RESULT	OK	



Martin J. Chávez, Mayor

June 10, 1997

Robert E. Gurulé, Director

Gary R. Bittner
Jeff Mortensen and Associates
6010-B Midway Park Boulevard NE
Albuquerque, New Mexico 87109

**RE: Drainage plan for Tract B-1 Comanche Business Park (G16-D82) Received
June 12, 1997**

Dear Mr. Bittner:

The above referenced plan dated May 23, 1997 is approved for Work Order sign off by Hydrology.

Please remember that the covenant and easement are required at p'at sign off.

If you have any questions please call me at 924-3984.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos A. Montoya'.

Carlos A. Montoya
Project Manager

c: Andrew Garcia
File

Good for You, Albuquerque!

P.O. Box 1293, Albuquerque, New Mexico 87103



DRAINAGE INFORMATION SHEET

PROJECT TITLE: TRACT B-1, Comanche Bus. Park ZONE ATLAS/DRNG. FILE #: G16/D82
 DRB #: 96-380 EPC #: _____ WORK ORDER #: 554481
 LEGAL DESCRIPTION: TRACT B-1, Comanche Business Park
 CITY ADDRESS: _____

ENGINEERING FIRM: Jeff Mortensen & Assoc., Inc. CONTACT: Gary Bittner
 ADDRESS: 6010-B Midway Park Blvd. N.E. PHONE: 345-4250
 OWNER: E.L.M. PARTNERS LTD. CONTACT: EDWARD McCausland
 ADDRESS: 7925 CHARGER TRAIL N.E. PHONE: _____
 ARCHITECT: N/A CONTACT: _____
 ADDRESS: _____ PHONE: _____
 SURVEYOR: JEFF MORTENSEN & ASSOC. CONTACT: CHUCK CALA
 ADDRESS: 6010-B MIDWAY PARK BLVD. N.E. PHONE: 345-4250
 CONTRACTOR: J.P. HALE CONTRACTING CONTACT: Tom McConnen
 ADDRESS: P.O. Box 25667, ABQ, NM 87125 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
☐ CERTIFICATE OF OCCUPANCY APPROVAL
☒ GRADING PERMIT APPROVAL
☒ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS
☒ OTHER WORK ORDER (SPECIFY)
FINAL SIGN-OFF

DATE SUBMITTED: 05/23/97
 BY: Gary R. Bittner *GLB*