

CITY OF ALBUQUERQUE



**Planning Department
Transportation Development Services Section**

September 28, 2007

David Soule, P.E.
Rio Grande Engineering
1606 Central SE
Albuquerque, NM 87106

Re: Certification Submittal for Final Building Certificate of Occupancy for
Lot 7A - Commanche Place, [G-16 / D143]
3500 Comanche, Ste. G
Engineer's Stamp Dated 09/26/07

P.O. Box 1293

Dear Mr. Soule:

Albuquerque

The TCL / Letter of Certification submitted on September 28, 2007 is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to the Building and Safety Section.

New Mexico 87103

Sincerely,

www.cabq.gov

Nilo E. Salgado-Fernandez, P.E.
Senior Traffic Engineer
Development and Building Services
Planning Department

c: Engineer
Hydrology file
CO Clerk

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 01/28/2003rd)

PROJECT TITLE: Lot 7A- Commanche Place
DRB #: _____ EPC #: _____

ZONE MAP/DRG. FILE #: G-16/D143
WORK ORDER #: _____

LEGAL DESCRIPTION: Lot 7A- Commanche Place
CITY ADDRESS: 3500 Commanche suite G

ENGINEERING FIRM: Rio Grande Engineering
ADDRESS: 2105 Golf Course Road SE, Suite B
CITY, STATE: Rio Rancho, New Mexico

CONTACT: David Soule, PE
PHONE: (505)321-9099
ZIP CODE: 87124 87106

OWNER: Enchantment Homes of New Mexico
ADDRESS: 2105 Golf Course Road SE, Suite B
CITY, STATE: Rio Rancho, New Mexico

CONTACT: David Soule
PHONE: 321-9099
ZIP CODE: 87124

ARCHITECT: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

SURVEYOR: Jordan Gallegos
ADDRESS: PO Box 44414
CITY, STATE: Rio Rancho, NM

CONTACT: David Vigil
PHONE: 975-4567
ZIP CODE: 87174

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

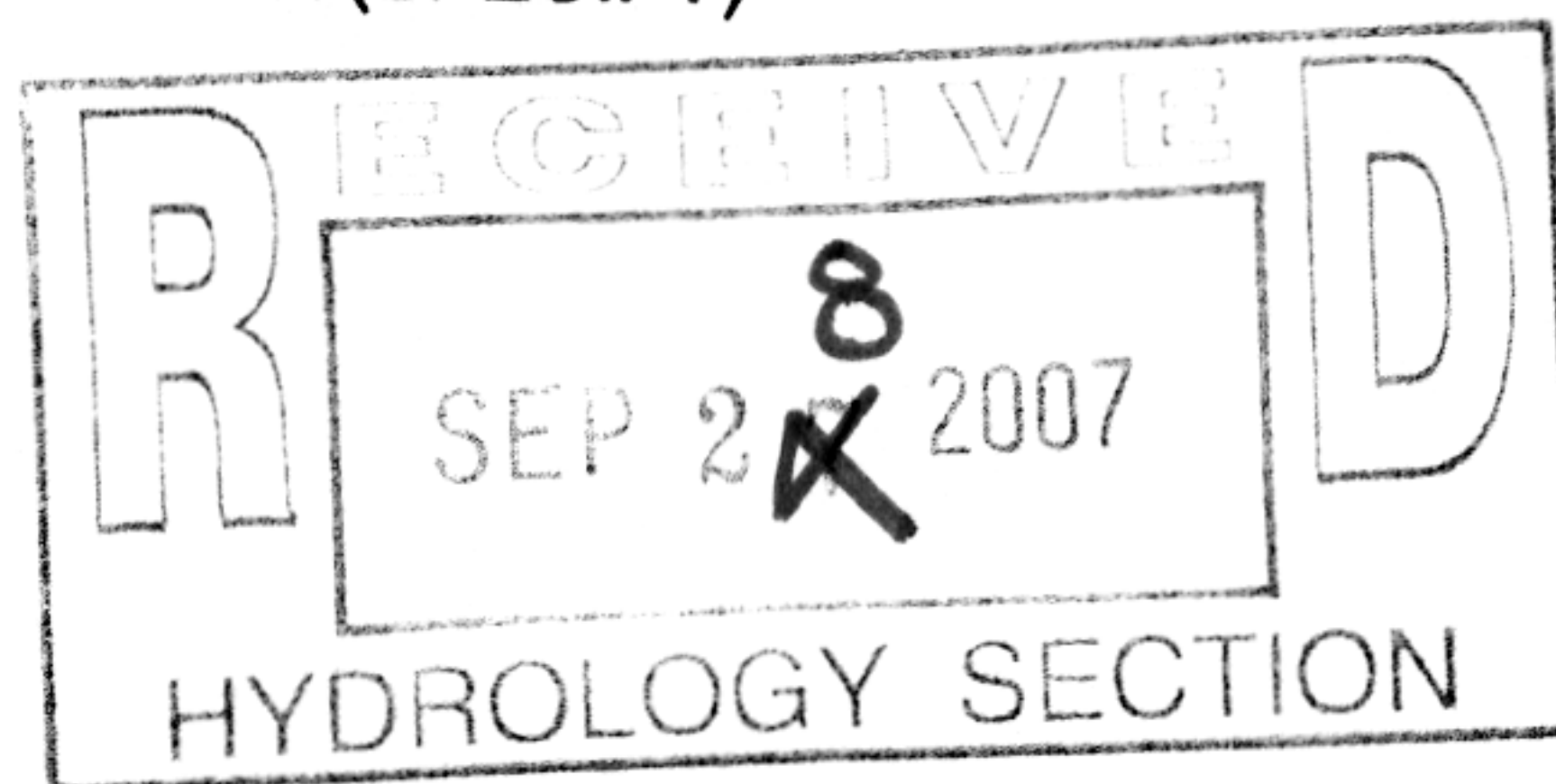
CHECK TYPE OF APPROVAL SOUGHT:

- ☐ DRAINAGE REPORT
☐ DRAINAGE PLAN 1st SUBMITTAL, *REQUIRES TCL or equal*
☐ DRAINAGE PLAN RESUBMITTAL
☐ CONCEPTUAL GRADING & DRAINAGE PLAN
☐ GRADING PLAN
☐ EROSION CONTROL PLAN
☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
☐ CLOMR/LOMR
☒ TRAFFIC CIRCULATION LAYOUT (TCL)
☒ ENGINEERS CERTIFICATION (TCL)
☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
☐ OTHER

- ☐ SIA / FINANACIAL GUARANTEE RELEASE
☐ 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 (PERM.)
☐ CERTIFICATE OF OCCUPANCY (TEMP.)
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ WORK ORDER APPROVAL
☐ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

☐ YES
☐ NO
☐ COPY PROVIDED



DATE SUBMITTED: 9/26/2007 BY: David Soule

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail.

One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plans:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

CITY OF ALBUQUERQUE



September 28, 2007

David Soule, P.E.
Rio Grande Engineering
2105 Golf Course Rd. SE, Suite B
Rio Rancho, NM 87124

**Re: Comanche Place Lot 7A, 3500 Comanche Suite G,
Certificate of Occupancy
Engineer's Stamp dated 9-08-06 (G16-D143)
Certification dated 9-26-07**

Dear Mr. Soule,

P.O. Box 1293

Based upon the information provided in your submittal received 9-28-07, the above referenced certification is approved for release of permanent Certificate of Occupancy by Hydrology.

Albuquerque

If you have any questions, you can contact me at 924-3981.

New Mexico 87103

Sincerely,

Kristal D. Metro, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

www.cabq.gov

C: CO Clerk
File

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 01/28/2003rd)

PROJECT TITLE: Lot 7A- Commanche Place
DRB #: _____ EPC #: _____

ZONE MAP/DRG. FILE #: G-16/D143
WORK ORDER #: _____

LEGAL DESCRIPTION: Lot 7A- Commanche Place
CITY ADDRESS: 3500 Commanche suite G

ENGINEERING FIRM: Rio Grande Engineering
ADDRESS: 2105 Golf Course Road SE, Suite B
CITY, STATE: Rio Rancho , New Mexico

CONTACT: David Soule, PE
PHONE: (505)321-9099
ZIP CODE: 87124

OWNER: Enchantment Homes of New Mexico
ADDRESS: 2105 Golf Course Road SE, Suite B
CITY, STATE: Rio Rancho , New Mexico

CONTACT: David Soule
PHONE: 321-9099
ZIP CODE: 87124

ARCHITECT: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

SURVEYOR: Jordan Gallegos
ADDRESS: PO Box 44414
CITY, STATE: Rio Rancho, NM

CONTACT: David Vigil
PHONE: 975-4567
ZIP CODE: 87174

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

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- ☐ DRAINAGE REPORT
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- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
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- ☒ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☒ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

- ☐ SIA / FINANACIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
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- ☒ CERTIFICATE OF OCCUPANCY (PERM.)
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- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY)

9/28/07 - Left message re: Type of Submittal

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☐ NO
- ☐ COPY PROVIDED

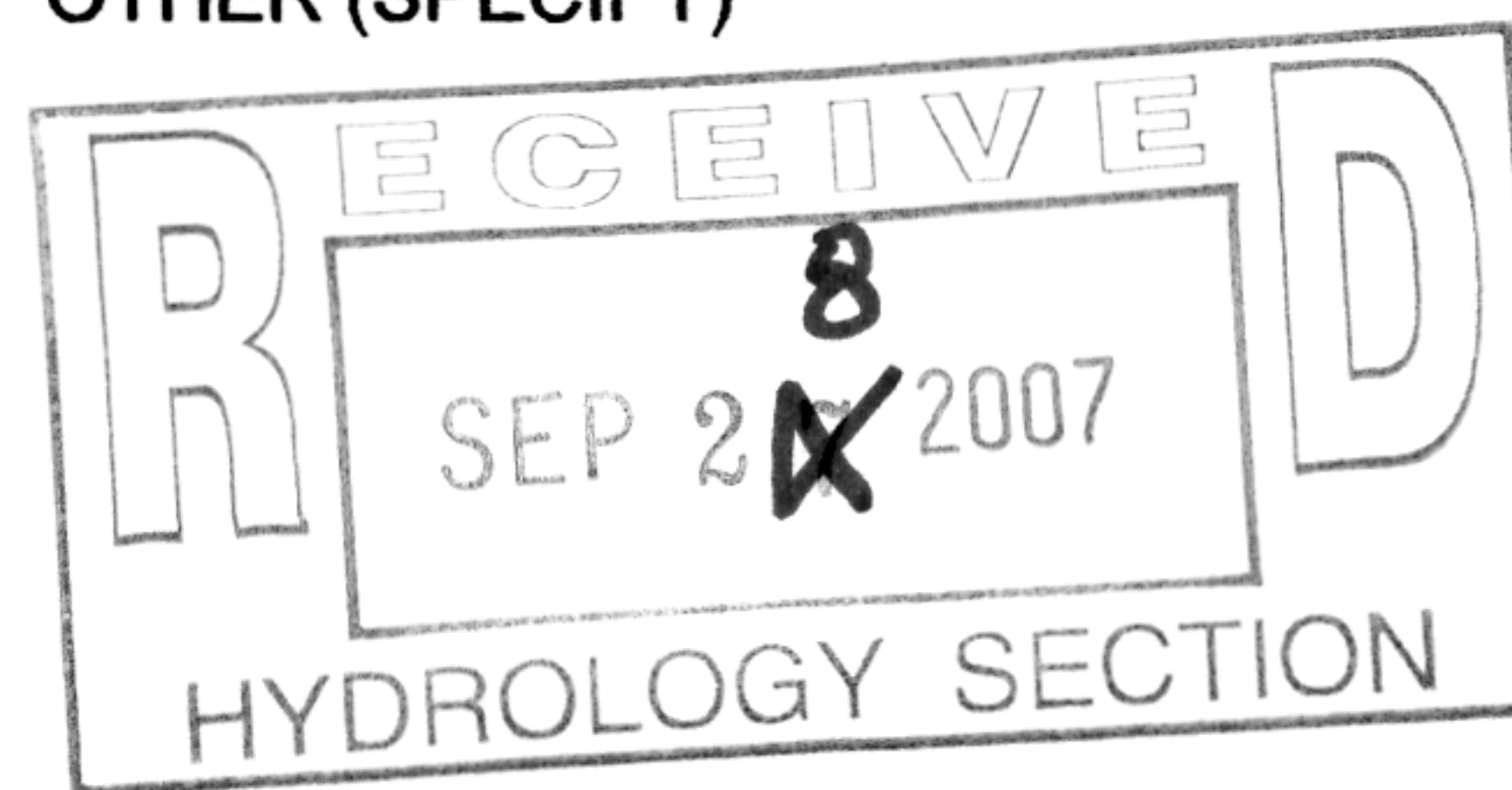
DATE SUBMITTED: 9/26/2007 BY: David Soule

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal.

The particular nature, location and scope of the proposed development defines the degree of drainage detail.

One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plans:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.



CITY OF ALBUQUERQUE



**Planning Department
Transportation Development Services Section**

September 19, 2006

David Soule
Rio Grande Engineering
2105 Golf Course Rd SE
Albuquerque, NM 87124

Re: Traffic Circulation Layout (TCL) Submittal for Building Permit Approval for
Offices and Warehouse for Comanche Place [G-16/D-143r]
(3500 Comanche Ste G), Albuquerque, NM
Engineer's/Architect's Stamp Dated 09/18/2006

Dear Mr. Soule,

The TCL submittal dated September 18, 2006 is approved for building permit. The plan is stamped and signed as approved. Two copies of the plan that is stamped as approved will be required: one for each of the building permit plans and the original to be kept by you to be used for certification of the site for final C.O. for Transportation. **Public infrastructure or work done within City Right-of-Way shown on these plans is for information only and is not part of approval. A separate DRC and/or other appropriate permits are required to construct these items.**

If a temporary CO is needed then a copy of the original TCL that was stamped as approved by the City which includes a statement that identifies the outstanding items that need to be constructed or the items that have not been built in "substantial compliance". This statement requires a NM registered architect or engineer stamp to be dated. Submit this TCL with a completed Drainage and Transportation Information Sheet to Hydrology at the Development Services Center of Plaza Del Sol Building.

When the site is completed and a final C.O. is requested, use the original City stamped approved TCL for certification. A NM registered architect or engineer needs stamp and date the certification TCL along with indicating that the development was built in "substantial compliance" with the TCL. Submit this certification TCL with a completed Drainage and Transportation Information Sheet to Hydrology at the Development Services Center of Plaza Del Sol Building.

Once verification of certification is completed and approved, notification will be made to Building Safety to issue Final C.O. To confirm that a final C.O. has been issued, call Building Safety at 924-3306.

Sincerely,

Krista Metro, PE
Senior Engineer
Development and Building Services

cc: Hydrology file
File

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 01/28/2003rd)

PROJECT TITLE: Lot 7A- Commanche Place
DRB #: _____ EPC #: _____

ZONE MAP/DRG. FILE #: G-16/D143
WORK ORDER #: _____

LEGAL DESCRIPTION: Lot 7A- Commanche Place
CITY ADDRESS: 3500 Commanche suite G

ENGINEERING FIRM: Rio Grande Engineering
ADDRESS: 2105 Golf Course Road SE, Suite B
CITY, STATE: Rio Rancho , New Mexico

CONTACT: David Soule, PE
PHONE: (505)321-9099
ZIP CODE: 87124

OWNER: Enchantment Homes of New Mexico
ADDRESS: 2105 Golf Course Road SE, Suite B
CITY, STATE: Rio Rancho , New Mexico

CONTACT: David Soule
PHONE: 321-9099
ZIP CODE: 87124

ARCHITECT: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

SURVEYOR: Jordan Gallegos
ADDRESS: PO Box 44414
CITY, STATE: Rio Rancho, NM

CONTACT: David Vigil
PHONE: 975-4567
ZIP CODE: 87174

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

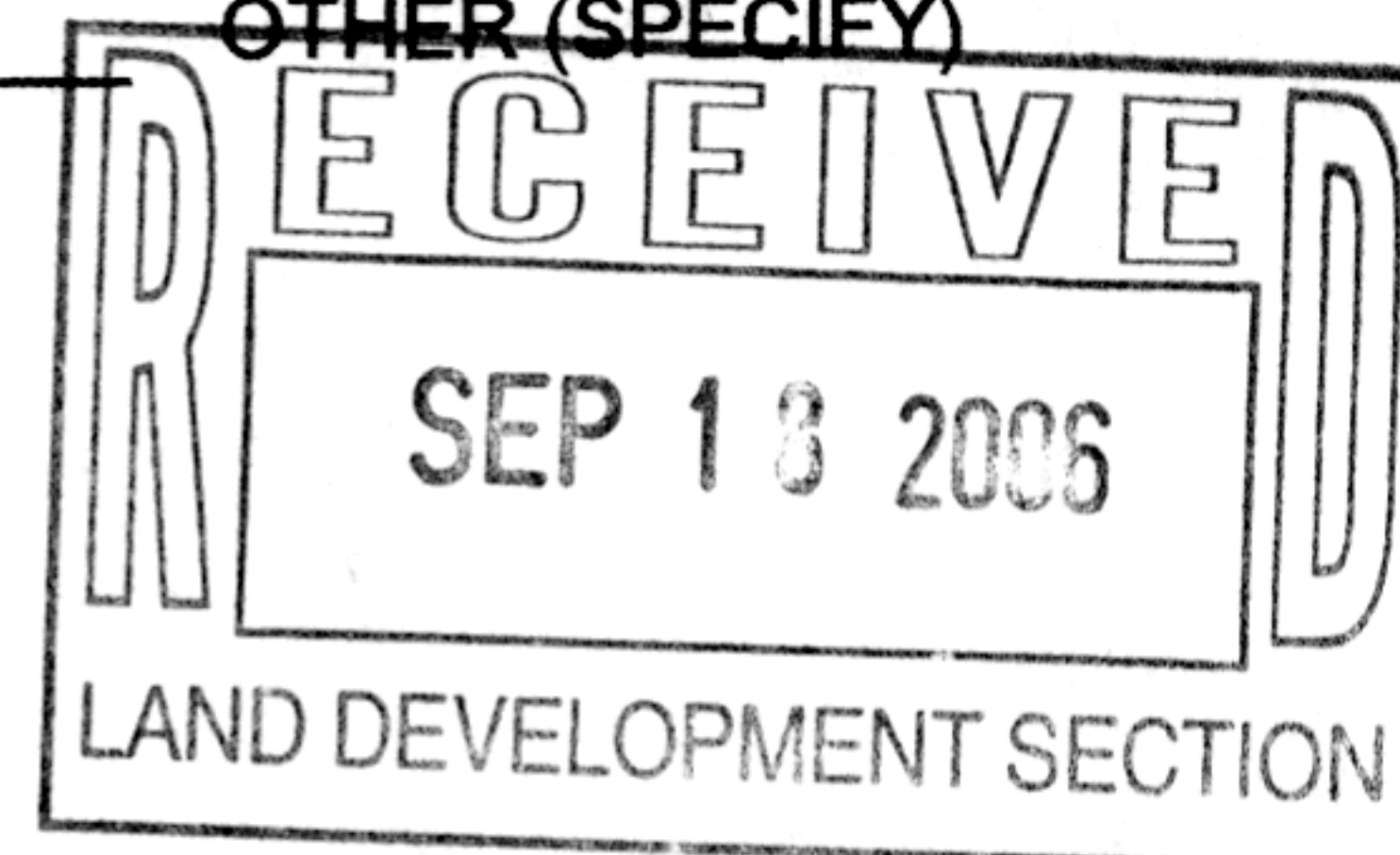
CHECK TYPE OF APPROVAL SOUGHT:

____ DRAINAGE REPORT
____ DRAINAGE PLAN 1st SUBMITTAL, *REQUIRES TCL or equal*
____ DRAINAGE PLAN RESUBMITTAL
____ CONCEPTUAL GRADING & DRAINAGE PLAN
____ GRADING PLAN
____ EROSION CONTROL PLAN
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____ CLOMR/LOMR
x ____ TRAFFIC CIRCULATION LAYOUT (TCL)
____ ENGINEERS CERTIFICATION (TCL)
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____ OTHER

____ SIA / FINANACIAL GUARANTEE RELEASE
____ PRELIMINARY PLAT APPROVAL
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____ FINAL PLAT APPROVAL
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w ____ GRADING PERMIT APPROVAL
____ PAVING PERMIT APPROVAL
____ WORK ORDER APPROVAL
____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

____ YES
____ NO
____ COPY PROVIDED



DATE SUBMITTED: 9/18/2006 BY: David Soule

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal.

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COMANCHE DEVELOPMENT GROUP ASSOCIATION, INC.

3500 Comanche Rd NE Bldg C
Albuquerque, NM 87107

AGREEMENT

Comanche Development Group Association Inc
3500 Comanche Rd NE Bldg C
Albuquerque, NM 87107

and

First Unitarian Church
3701 Carlisle Blvd NE
Albuquerque, NM 87107

The above organizations agree to the following:

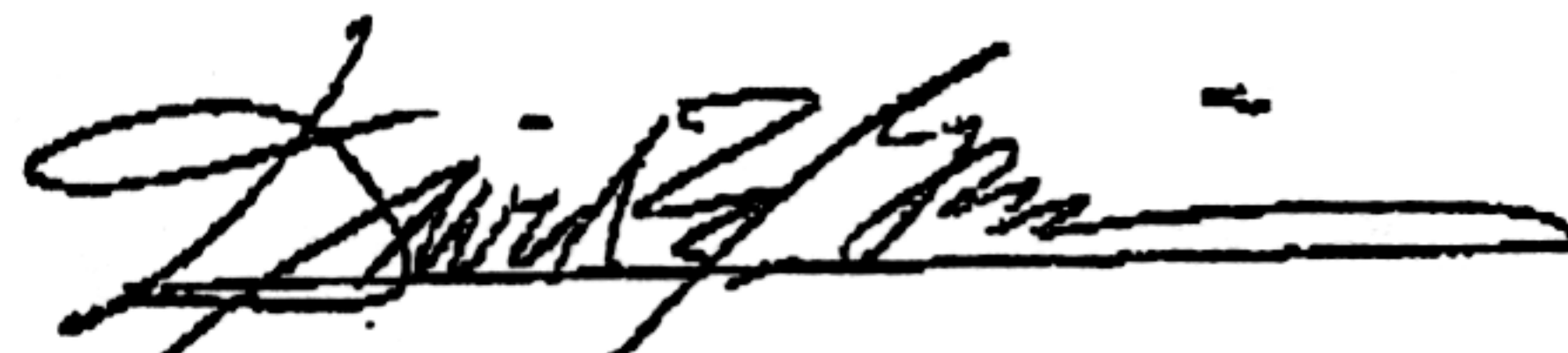
During any work week, Monday through Friday, First Unitarian Church (the Church) will allow Comanche Development Group Association Inc (the Association), tenants and customers, use of its parking lot, no less than 10 regular parking spaces.

On weekends, the Association will allow the Church to use its parking lot as needed for overflow church attendees.

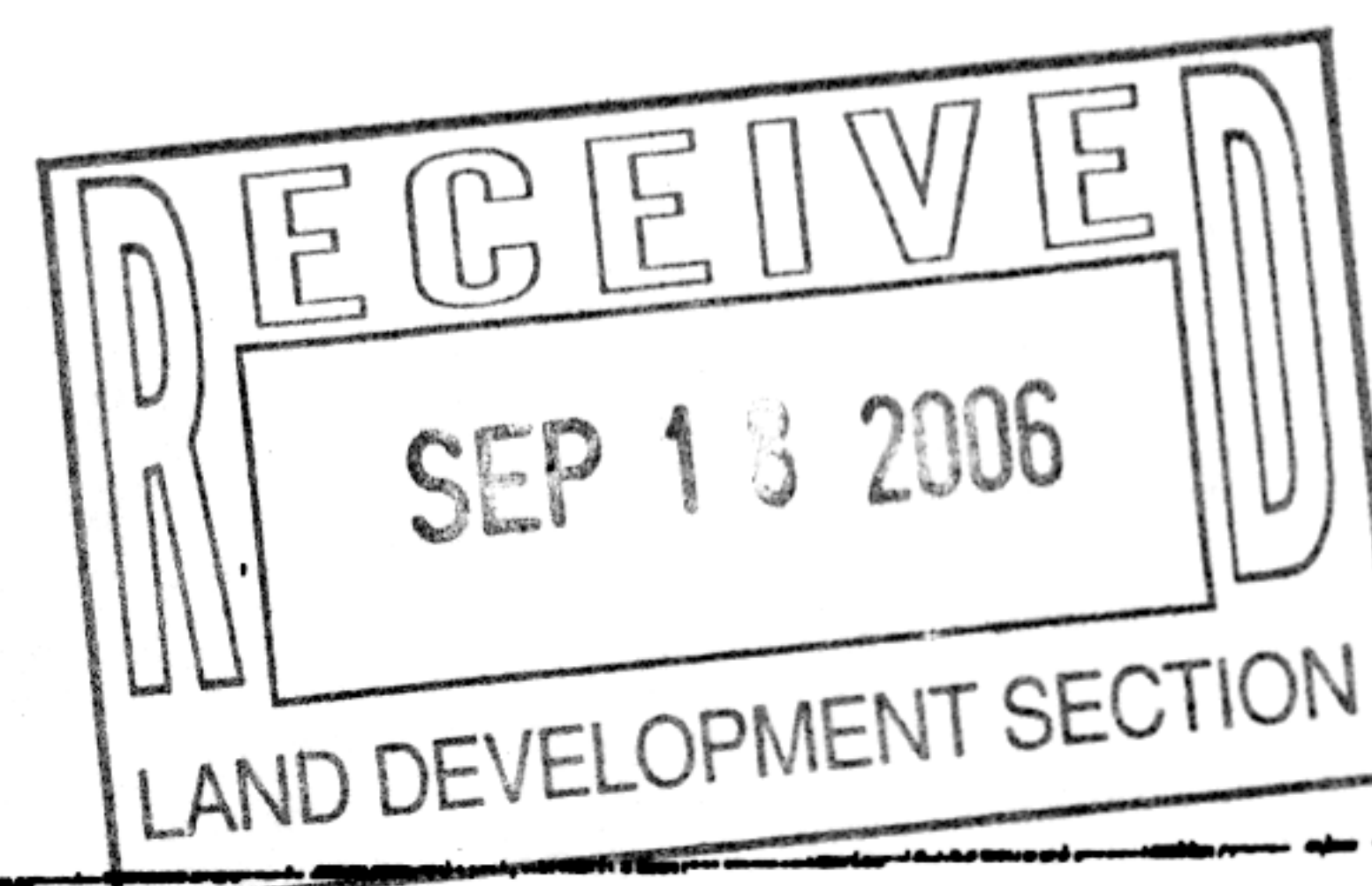
This agreement is entered into and agreed upon on November 21, 2005.



Bill Hinkle, Treasurer
Comanche Development Group Assoc. Inc.



David Grimm, Associate Minister
First Unitarian Church



CITY OF ALBUQUERQUE



September 11, 2006

David Soule, P.E.
Rio Grande Engineering
2105 Golf Course Road SE, Suite B
Rio Rancho, NM 87124

Re: Comanche Office Building, Lot 7A of Comanche Place
Engineer's Stamp dated 9-8-06 (G16/D143)

Dear Mr. Soule,

Upon review of the information provided in your submittal dated July 12, 2006 the above referenced project is approved for both Grading & Building Permit.

Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

If you have any questions, you can contact me at 924-3990.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Hoover", written over a horizontal line.

Jeremy Hoover, P.E.
Senior Engineer
Hydrology Section
Development and Building Services

cc: file G16/D143

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 01/28/2003rd)

PROJECT TITLE: Lot 7A- Commanche Place
DRB #: _____ EPC #: _____

ZONE MAP/DRG. FILE #: G-16/D143
WORK ORDER #: _____

LEGAL DESCRIPTION: Lot 7A- Commanche Place
CITY ADDRESS: 3500 Commanche suite G

ENGINEERING FIRM: Rio Grande Engineering
ADDRESS: 2105 Golf Course Road SE, Suite B
CITY, STATE: Rio Rancho , New Mexico

CONTACT: David Soule, PE
PHONE: (505)321-9099
ZIP CODE: 87124

OWNER: Enchantment Homes of New Mexico
ADDRESS: 2105 Golf Course Road SE, Suite B
CITY, STATE: Rio Rancho , New Mexico

CONTACT: David Soule
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ARCHITECT: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
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SURVEYOR: Jordan Gallegos
ADDRESS: PO Box 44414
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CONTACT: David Vigil
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CONTRACTOR: _____
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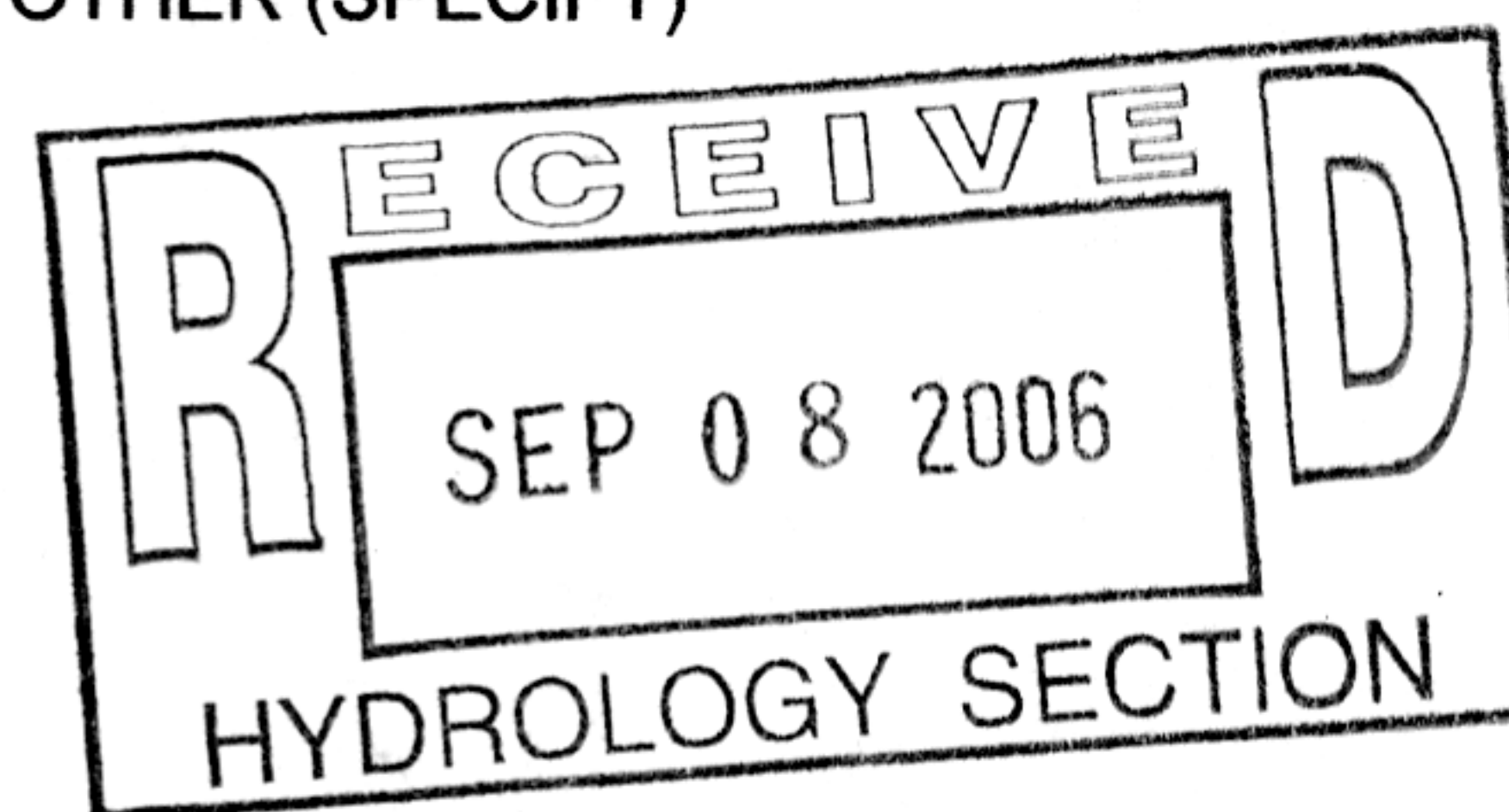
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____ ENGINEER'S CERTIFICATION (HYDROLOGY)
____ CLOMR/LOMR
____ TRAFFIC CIRCULATION LAYOUT (TCL)
____ ENGINEERS CERTIFICATION (TCL)
____ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
____ OTHER

____ SIA / FINANACIAL GUARANTEE RELEASE
____ PRELIMINARY PLAT APPROVAL
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____ CERTIFICATE OF OCCUPANCY (PERM.)
____ CERTIFICATE OF OCCUPANCY (TEMP.)
☒ GRADING PERMIT APPROVAL
____ PAVING PERMIT APPROVAL
____ WORK ORDER APPROVAL
____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

____ YES
____ NO
____ COPY PROVIDED



DATE SUBMITTED: 8/10/2006 BY: David Soule

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal.

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**Rio Grande
Engineering
Land Development and Civil Engineering Services**

September 7, 2006

Mr. Jeremy Hoover
Senior Engineer
Hydrology Section
City of Albuquerque

**RE: Grading and Drainage Plan Resubmittal
G16/D143
Lot 7A Comanche Place Subdivision**

Dear Jeremy:

The purpose of this letter is to respond your comments dated August 24, 2006. This letter is an accompaniment to the enclosed grading plan. The plan has been revised based upon you written comments. The following is a summary of your comments and the response for the issues.

1. Runoff generated by the dumpster enclosures may not be routed into the storm drains. Drains to the sanitary sewer collection system must be included in the site work.

This is an existing dumpster we are simply rotating. None the less we have added a drain to the dumpster as well as spot elevations.

2. The proposed sidewalk culvert must either reference standard drawing #2236 or a structural cross section must be provided.

The standard drawing number has been added to the plans.

3. Please revise the drainage calculations such that the proposed land treatments add up to 100% and do not include any treatment A under the developed conditions..

The calculations have been revised and an updated spread sheet is enclosed.

4. Please add all three (3) dimensions for both planters and provide a spillway with a discharge elevation lower than the new structures finished floor elevation. With the planter design, please indicate the maximum soil level (above the cobbles) on the cross section such that the proposed storage volume is available.

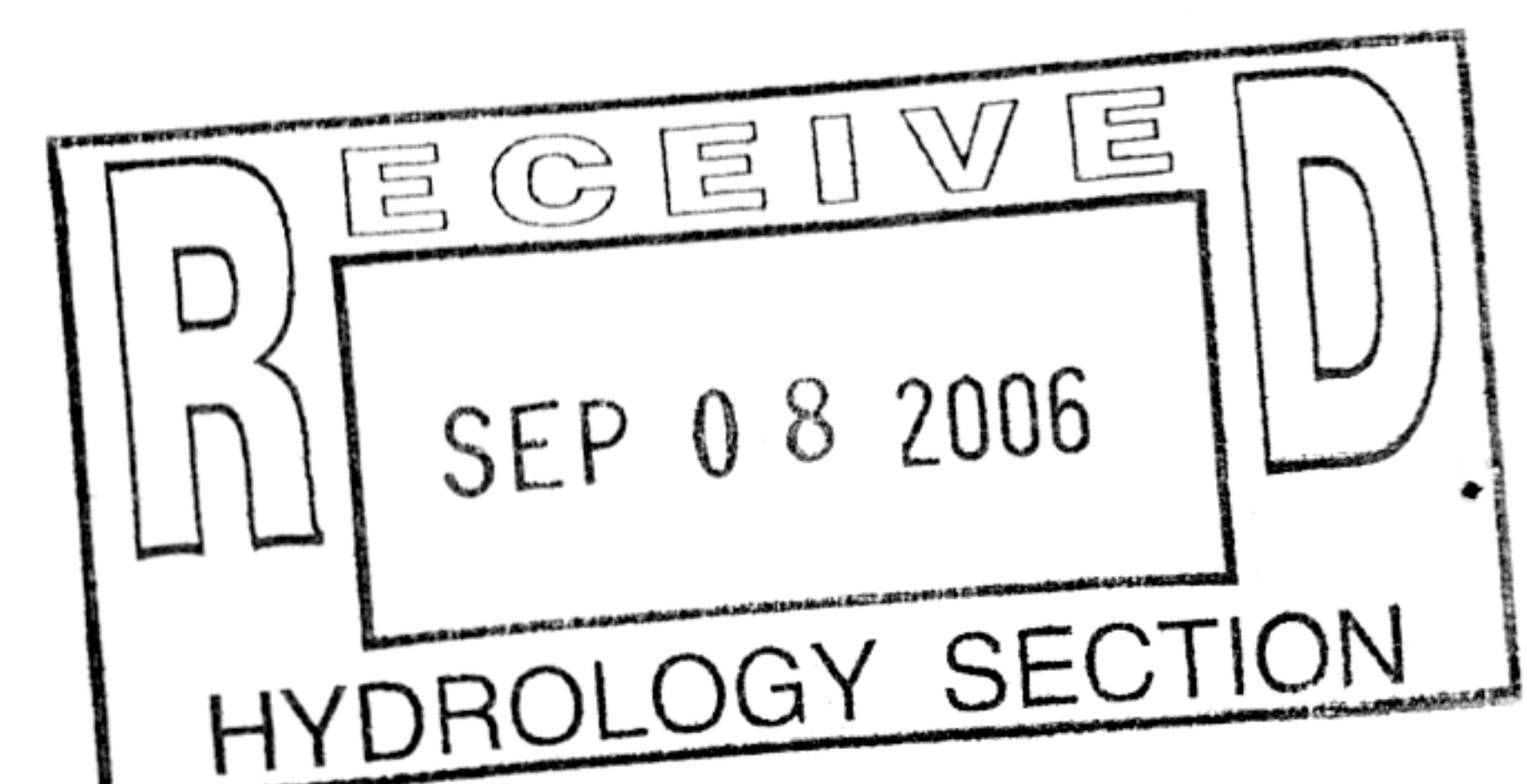
The plan has been modified and this information is shown on the enclosed plan

Should you have any questions regarding this submittal, please do not hesitate to call me.

Sincerely,

David Soule, PE

Enclosures



Weighted E Method

Existing Basins

Basin	Area (sf)	Area (acres)									100-Year		
			Treatment A		Treatment B		Treatment C		Treatment D		Weighted E (ac-ft)	Volume (ac-ft)	Flow cfs
			%	(acres)	%	(acres)	%	(acres)	%	(acres)			
ONSITE	4000.00	0.092	50%	0.0459137	20%	0.018	20%	0.01837	10%	0.009	0.859	0.007	0.21
Total	4000.00	0.092		0.0459137		0.018		0.01837		0.009		0.007	0.21

Proposed Developed Basins

Basin	Area (sf)	Area (acres)									100-Year, 6-hr.			10-day
			Treatment A		Treatment B		Treatment C		Treatment D		Weighted E (ac-ft)	Volume (ac-ft)	Flow cfs	Volume (ac-ft)
			%	(acres)	%	(acres)	%	(acres)	%	(acres)				
building	3000.00	0.069	0%	0	0%	0.000	0%	0	100%	0.069	2.120	0.012	0.32	0.021
site	1000.00	0.023	0%	0	40%	0.009	40%	0.00918	20%	0.005	1.188	0.002	0.07	0.003
Total	4000.00	0.092		0		0.009		0.00918		0.073		0.014	0.40	0.02

Equations:

Weighted E = $E_a \cdot A_a + E_b \cdot A_b + E_c \cdot A_c + E_d \cdot A_d$ / (Total Area)

Volume = Weighted D * Total Area

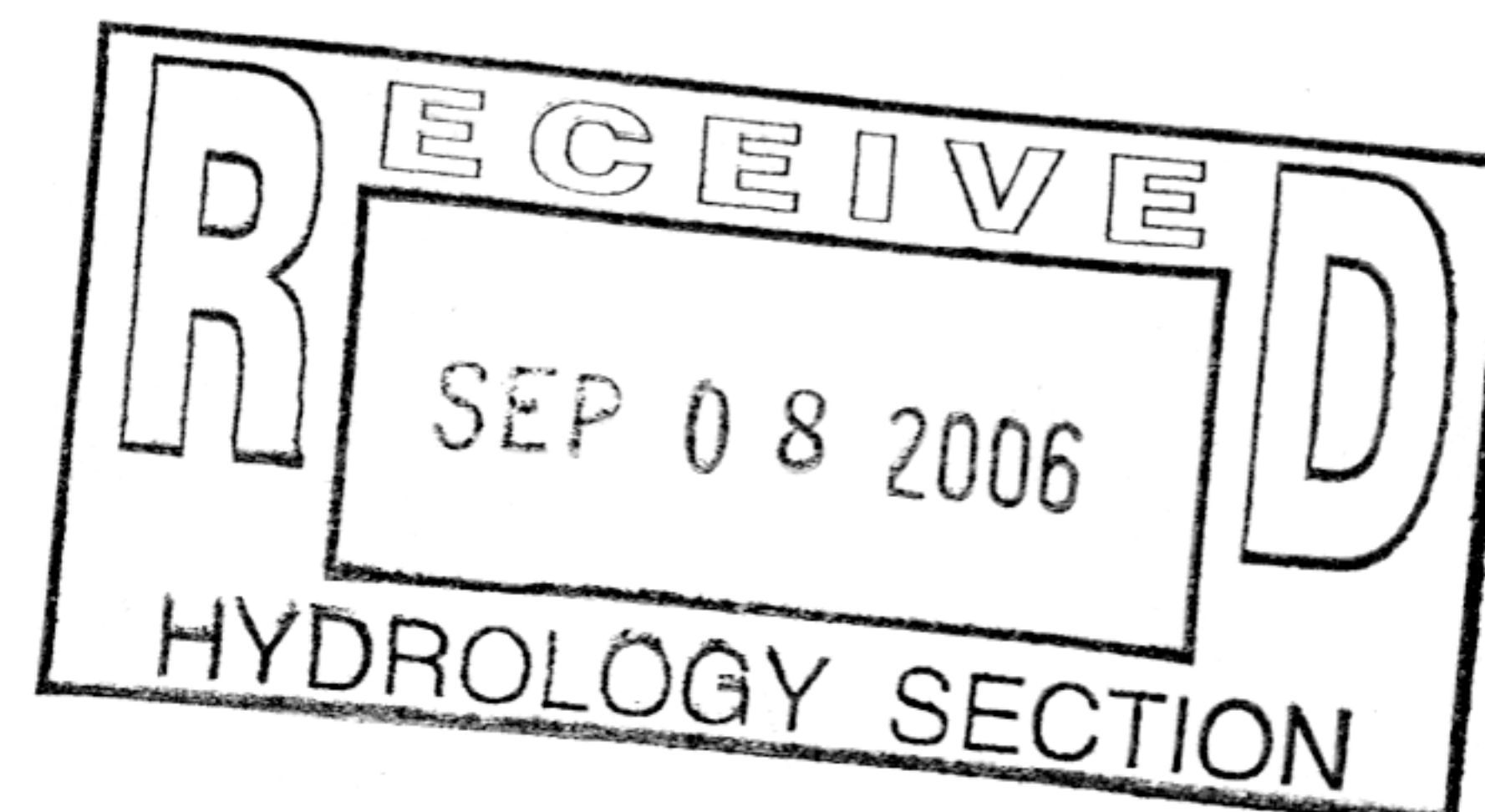
Flow = $Q_a \cdot A_a + Q_b \cdot A_b + Q_c \cdot A_c + Q_d \cdot A_d$

Where for 100-year, 6-hour storm

Ea= 0.53	Qa= 1.56
Eb= 0.78	Qb= 2.28
Ec= 1.13	Qc= 3.14
Ed= 2.12	Qd= 4.7

VOLUME CONVERSION

BUILDING	0.012 AC-FT	=	530 CUBIC FEET
PROPOSED DISCHARGE	0.07 CFS		
EXISTING DISCHARGE	0.21 CFS		



CITY OF ALBUQUERQUE



September 14, 2006

David Soule, P. E.
Rio Grande Engineering
2105 Golf Course
Rio Rancho, NM 87174

**Re: 3500 Comanche, Lot 7A Comanche Plaza, Traffic Circulation
Layout, Architect's Stamp dated 08-10-06 (G16-D143)**

Dear Mr. Soule,

Based upon the information provided in your submittal received 09-12-06, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

1. Provide the dimensions of the parking stalls, including the ADA stall.
2. Provide a detail on the ramp at the handicapped access.
3. Relocate the dumpster pad outside the parking stall.
4. Provide a copy of the cross lot access easement.
5. How much parking is provided on-site? Include the total site parking calculations.

If you have any questions, you can contact me at 924-3981.

Sincerely,

Kristal Metro, P.E.
Senior Engineer
Development and Building Services
C: file

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

CITY OF ALBUQUERQUE



August 24, 2006

David Soule, P.E.
Rio Grande Engineering
2105 Golf Course
Rio Rancho, NM 87124

Re: Comanche Place Office Complex, Engineer's Stamp dated 8-10-06 (G16/D143)
Lot 7A of the Comanche Place Subdivision

Dear Mr. Soule,

Based on the information contained in your submittal received on August 10, 2006, there are some additional items that must be addressed prior to Grading and Building Permit approval.

- Runoff generated by dumpster enclosures may **not** be routed into storm drains. Drains to the sanitary sewer collection system must be included in the site work. As such, a detail of the enclosure with the drain and associated spot elevations must be shown.
- The proposed sidewalk culvert must either reference standard drawing #2236 or a structural cross section must be provided.
- Please revise the drainage calculations such that the proposed land treatments add up to 100 % and do not include any treatment 'A' under the developed condition.
- Please add all three (3) dimensions for both planters and provide a spillway with a discharge elevation lower than the new structure's finished floor elevation. With the planter design, please indicate the maximum soil level (above the cobbles) on the cross section such that the proposed storage volume is available.

If you have any questions or need additional information, feel free to contact me at 924-3990.

Sincerely,

Jeremy Hoover, P.E.
Senior Engineer
Hydrology Section
Development and Building Services

cc: file G16/D143

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

Precipitation Zone	2	Roof Area, Proposed	
TOTAL AREA (ft ²)	3000		
Treatment Type	Acreage	Treatment Percentage	Square Footage
A	0.000	0%	0
B	0.000	0%	0
C	0.000	0%	0
D	0.069	100%	3000
TOTAL	0.0689		
6-hour Storm	Peak Method	Rational Method	
100-year Peak Discharge (cfs)	0.32	0.32	
10-year Peak Discharge (cfs)	0.22	0.22	
2-year Peak Discharge (cfs)	0.13	0.13	
Excess Precipitation (in.) 100-year	2.12		
Excess Precipitation (in.) 10-year	1.34		
Excess Precipitation (in.) 2-year	0.79		
100-year Runoff Volume (acre-feet)	0.0122	Runoff Volume (ft ³)	
10-year Runoff Volume (acre-feet)	0.0077	530	
2-year Runoff Volume (acre-feet)	0.0045	335	
		198	
P ₆₀ (in.)	2.01		
P ₃₆₀ (in.)	2.35		
P ₁₄₄₀ (in.)	2.75		
P _{4-day} (in.)	3.30		
P _{10-day} (in.)	3.95		

Precipitation Zone	2	Remaining Area, Proposed	
TOTAL AREA (ft³)	1500		
Treatment Type	Acreage	Treatment Percentage	Square Footage
A	0.003	10%	150
B	0.010	30%	450
C	0.014	40%	600
D	0.007	20%	300
TOTAL	0.0344		
6-hour Storm	Peak Method	Rational Method	
100-year Peak Discharge (cfs)	0.10	0.10	
10-year Peak Discharge (cfs)	0.06	0.06	
2-year Peak Discharge (cfs)	0.02	0.02	
Excess Precipitation (in.) 100-year	1.16		
Excess Precipitation (in.) 10-year	0.57		
Excess Precipitation (in.) 2-year	0.22		
		Runoff Volume (ft³)	
100-year Runoff Volume (acre-feet)	0.0033	145	
10-year Runoff Volume (acre-feet)	0.0016	72	
2-year Runoff Volume (acre-feet)	0.0006	28	
P ₆₀ (in.)	2.01		
P ₃₆₀ (in.)	2.35		
P ₁₄₄₀ (in.)	2.75		
P _{4-day} (in.)	3.30		
P _{10-day} (in.)	3.95		

DRAINAGE REPORT

for

**Lot 7-A
Comanche Place Office Complex
3500 Comanche Boulevard NE
Albuquerque, New Mexico**

Prepared by

Rio Grande Engineering
2105 Golf Course
Rio Rancho, New Mexico 87124

Prepared for
Enchantment Homes of New Mexico, LLC
2105 Golf Course Suite B
Rio Rancho, New Mexico 87124

August 2006



David Soule P.E. No. 14522

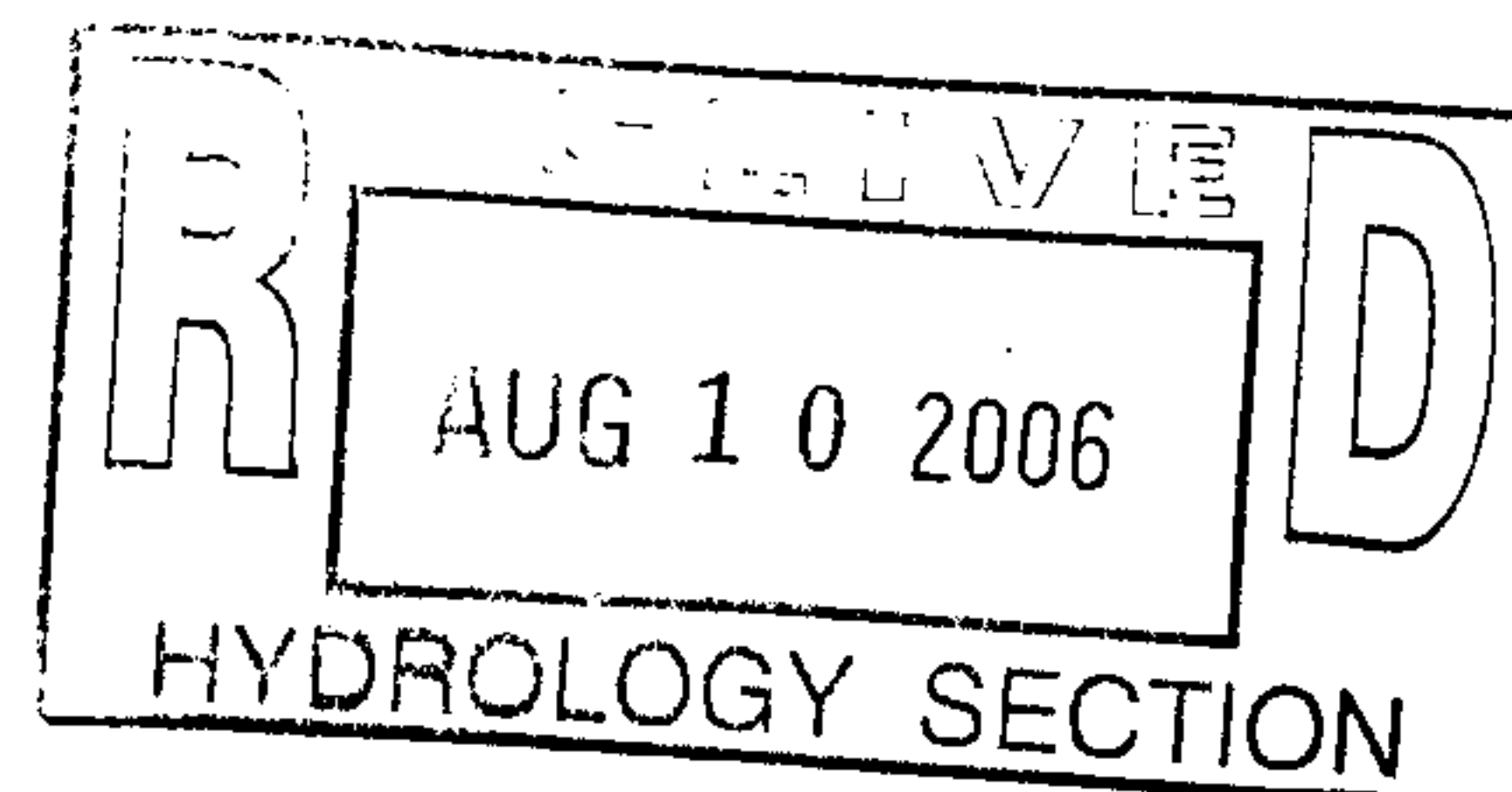


TABLE OF CONTENTS

Purpose3

Introduction3

Vicinity Map4

Existing Conditions5

Proposed Conditions5

Summary6

Appendix

Site Hydrology A

Map Pockets

Site Grading and Drainage Plan A

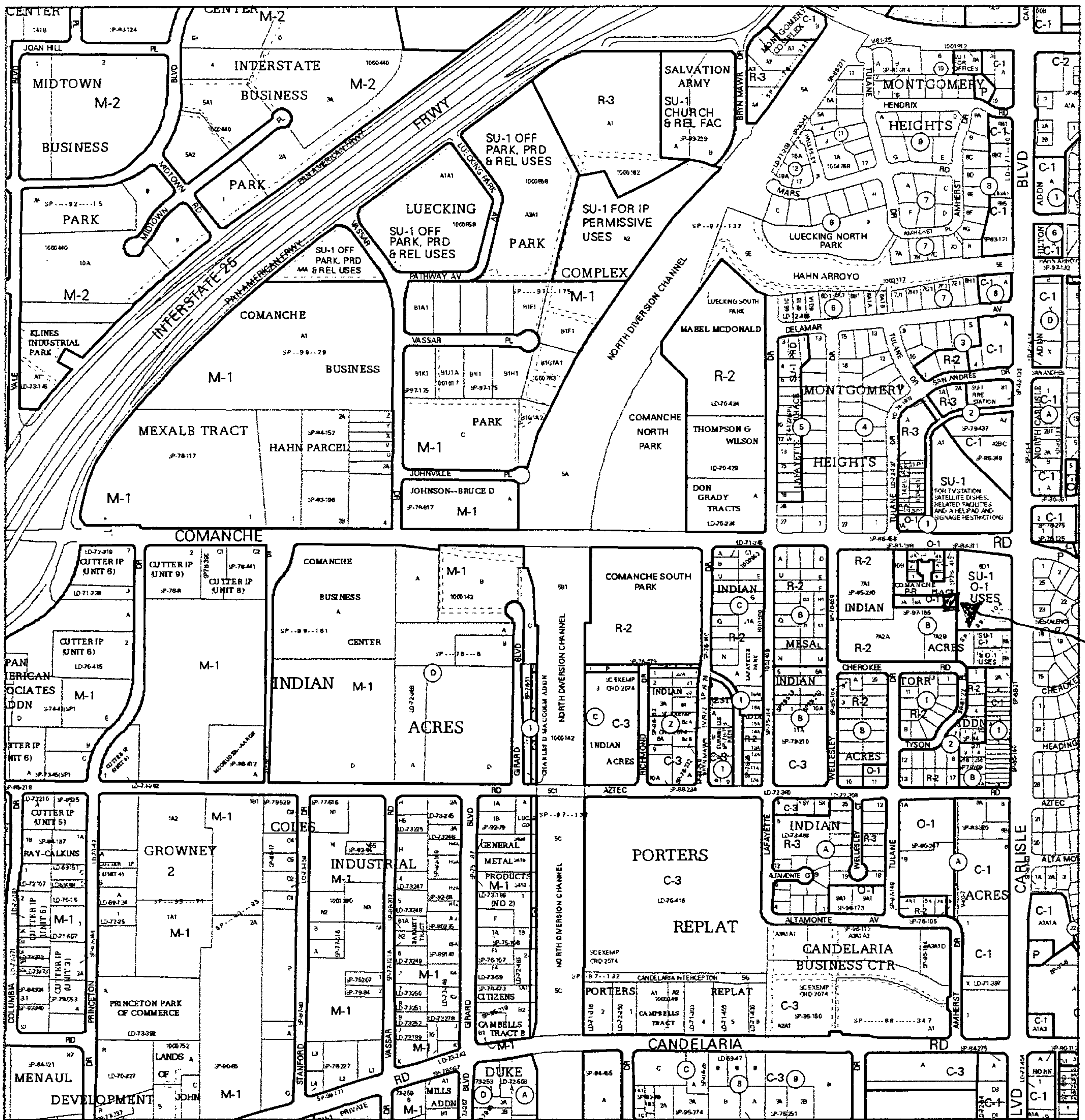
PURPOSE

The purpose of this report is to provide the Drainage Management Plan for the development of 3500 Comanche NE, Suite G. The proposed development will consist of the construction of a 3,000 square foot office building, on an existing pad. The parking for this building will consist of striping the existing asphalt. This plan will identify the applicable hydraulic constraints affecting the subject property. This plan was prepared in accordance with City of Albuquerque's Development Process Manual Drainage Criterion. This report will demonstrate that the proposed improvements do not adversely affect the surrounding properties, nor the upstream or downstream facilities.

INTRODUCTION

The subject of this report, as shown on the Exhibit A vicinity map, is a 4000 square-foot parcel of land located within a condominium development. This property is located on the south side of Comanche Boulevard west of Carlisle. The site is currently developed as a building pad. The site is surrounded by developed parcels, including a paving, walls and fences. The legal descriptions of the parcel is Lot 7A, Comanche Place Subdivision. The entire site lies with flood zone x as described by FIRM map 35001C0351E. No offsite flows enter the site. The site currently discharges directly to the Comanche Place Condominium Parking lot. The entire site has been developed with the exception of this pad. The site was included within the drainage master plan prepared by Tom Mann and associates (G16-D22). The construction will consist of only the 3,000 square foot building and landscaping. The parking field exists and the required spaces will simply be stripped. Due to the existing drainage facilities and the fact the site is a pad in a fully developed office condominium complex the site shall maintain the existing drainage patterns and be governed by the drainage master plan for 3500 Comanche Place.

4000² L 1103 AC
4920 AS PER G16 D22



For more current information and more details visit <http://www.cabq.gov/gis>

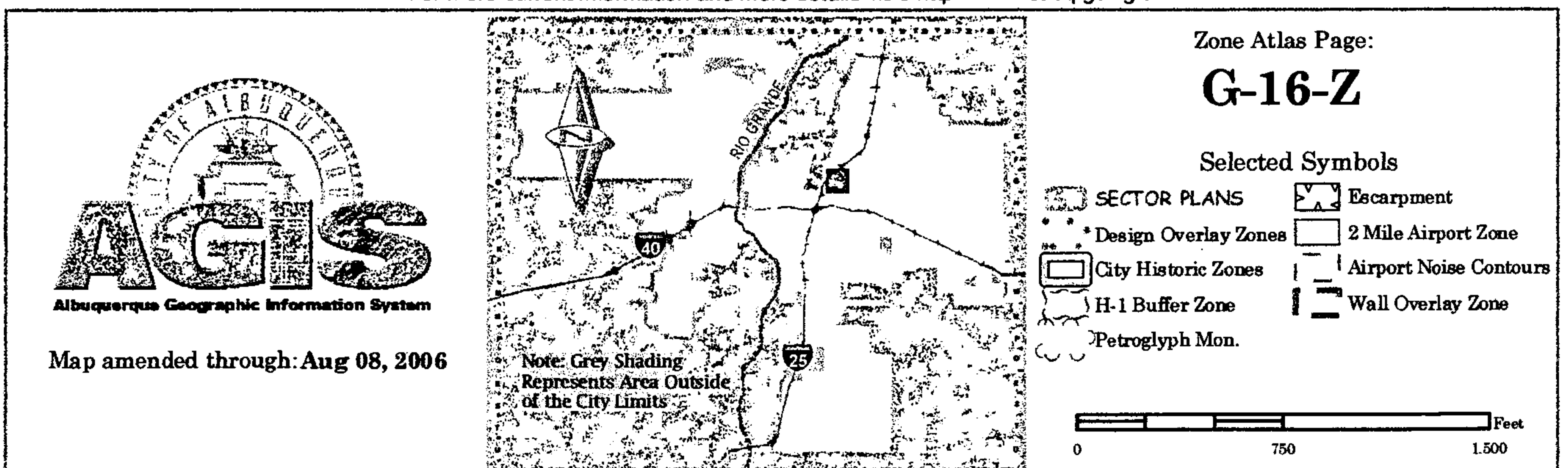


EXHIBIT A

EXISTING CONDITIONS

The site slopes from southeast to northwest, with general grades between 2 and 3.5 %. The site is a ~~4000~~ square foot parcel /pad site within an office Condominium. The common ownership areas for the parcels are the parking lots and various common landscaping areas. The site is hard packed and drains entirely to the common parking field. No offsite flows enter the site. The site was part of the grading and drainage master plan designed by Tom Mann and Associates (G16/D22 & G16/D22A). The site currently discharges .21cfs to the common parking area. The Comanche Place complex was designed such that the site contains several small retention basins, which fill up and then 'spill-out' on to Comanche Boulevard. The original grading plant (G16/D22) shows 3500 SF building on this pad with a required ponding volume of 492 cubic feet. A revised grading plan (G19/D22A) also shows a 3500 SF building on this site with a required ponding volume of 250 cubic feet

new hyd

.24 BASED ON 4500 SF²

PROPOSED CONDITIONS

The proposed improvements consist of the construction of a 3,000 foot office building. The pavement for the parking is existing and will be stripped. The site will be designed in accordance with the approved drainage plan for the Comanche Place Condominiums. The site will continue to discharge onto the common area parking lot. The site will retain 518 cubic feet of water within a block planter. The remaining site will free discharge. The block planter will retain the entire 100-year, 6-hour volume generated from the roof and in the event of a greater storm event it will spill onto the parking lot once it fills to 518 cubic feet. The total site will discharge at a rate of .06 cfs.

SUMMARY AND RECOMMENDATIONS

This site is a final pad site within an existing fully developed office condominium complex. The Comanche Place complex is governed by an approved grading and drainage master plan. This site will retain 518 cubic feet and free discharge the remaining developed storm water discharge. The site will discharge .06 cfs which is less than the existing discharge rate of .21 cfs. Since the proposed building construction is consistent with the approved master drainage plan, the improvements shown within this plan do not adversely affect the upstream or downstream facilities; we recommend approval of the site-grading plan. Since this site encompasses less than 1 acre, a NPDES permit will not be required prior to any construction activity.

APPENDIX A
SITE HYDROLOGY

Weighted E Method

ZONE 2

Assuming $A_t = 4500 \text{ ft}^2$

Existing Basins

Basin	Area (sf)	Area (acres)	Treatment A		Treatment B		Treatment C		Treatment D		100-Year		
			%	(acres)	%	(acres)	%	(acres)	%	(acres)	Weighted E (ac-ft)	Volume (ac-ft)	Flow cfs
ONSITE	4000.00	0.092	50%	0.0459137	20%	0.018	20%	0.01837	10%	0.009	0.859	0.007	0.21
Total	4000.00	0.092		0.0459137		0.018		0.01837		0.009		0.007	0.21

(.24)

EX. VOL = 322 ft^3

Proposed Developed Basins

Basin	Area (sf)	Area (acres)	Treatment A		Treatment B		Treatment C		Treatment D		100-Year, 6-hr.			10-day
			%	(acres)	%	(acres)	%	(acres)	%	(acres)	Weighted E (ac-ft)	Volume (ac-ft)	Flow cfs	Volume (ac-ft)
building	3000.00	0.069	0%	0	0%	0.000	0%	0	100%	0.069	2.120	0.012	0.32	0.021
site	1000.00	0.023	10%	0.0022957	30%	0.007	40%	0.00918	10%	0.002	0.951	0.002	0.06	0.002
Total	4000.00	0.092		0.0022957		0.007		0.00918		0.071		0.014	0.38	0.02

Equations:

$$\text{Weighted E} = E_a \cdot A_a + E_b \cdot A_b + E_c \cdot A_c + E_d \cdot A_d / (\text{Total Area})$$

$$\text{Volume} = \text{Weighted D} \cdot \text{Total Area}$$

$$\text{Flow} = Q_a \cdot A_a + Q_b \cdot A_b + Q_c \cdot A_c + Q_d \cdot A_d$$

Where for 100-year, 6-hour storm

$$E_a = 0.53$$

$$E_b = 0.78$$

$$E_c = 1.13$$

$$E_d = 2.12$$

$$Q_a = 1.56$$

$$Q_b = 2.28$$

$$Q_c = 3.14$$

$$Q_d = 4.7$$

VOLUME CONVERSION

BUILDING

0.012 AC-FT

=

530 CUBIC FEET

PROPOSED DISCHARGE

0.06 CFS

EXISTING DISCHARGE

0.21 CFS

ONLY 90% .0174 .46
 $\text{FOND} = 518 \text{ ft}^3$
 100-YEAR VOLUME = 756 ft^3
 10-year VOLUME = 459 ft^3
 INCLUDES ADDL 10%

	Q	V
EX	.24 CFS	332 ft^3
PROP ROOF	.32 CFS	530 ft^3
PROP REMAIN.	.60 CFS	107 ft^3
	.42	675

$$D = 3000 + 200 = 3200$$

$$C = 400$$

$$B = 300$$

$$A = 100$$

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
COMANCHE DEVELOPMENT GROUP, A PLANNED OFFICE DEVELOPMENT

THIS DECLARATION, made on the date hereinafter set forth by COMANCHE DEVELOPMENT GROUP PARTNERSHIP, A New Mexico partnership composed of the following parties: DONALD A. KRUEGER, BILL WILLIAMS, RAY CRAMER, MICHAEL L. DANOFF, CHARLES SEWARD, JOSEPH HOLLINGER, GLADYS BLEA, JOE LOPEZ, CARL ALONGI, GEORGE PULAKOS and RAE PERLS, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in the City of Albuquerque, County of Bernalillo, State of New Mexico, and more particularly described in Exhibit "A" to this agreement which is hereinafter incorporated by reference and made a part of this declaration.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to COMANCHE DEVELOPMENT GROUP ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B" to this declaration hereinafter incorporated by reference and made a part of this declaration.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to COMANCHE DEVELOPMENT GROUP PARTNERSHIP, a New Mexico general partnership, and its successors and assigns.

Section 7. "Board" shall mean the Board of Directors of the Association, whose chief functions are enumerated in this agreement and in the By-Laws of the Association.

Section 8. "Office Complex" shall refer to the actual planned office development which is to be developed on the property aforementioned.

Section 9. "Member" shall refer to any shareholder in the Association.

ARTICLE II

PURPOSE

The purpose of this Declaration is to set forth the various obligations, conditions, restrictions, rules and regulations which are for the purpose of protecting the value and desirability of the subject property described in Exhibit "A" to this Declaration.

ARTICLE IIIPROPERTY RIGHTSSection 1. Owner's Easements of Enjoyment. Every

owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against the Lot remains unpaid.

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, contract purchasers, or business invitees.

ARTICLE IVEASEMENTS

Section 1. Easements for Encroachments. Each lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling and overhangs for all buildings constructed by Declarant, its successors and assigns. A valid easement for said encroachment and for the maintenance of the same, so long as such encroachments stand, shall and does exist.

Section 2. Other Easements. There is hereby created a blanket easement upon, across, over and under all of the properties for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment

on the property and to affix and maintain electrical or telephone wires and conduits, sewer and water lines, on, above or below any structure or land owned by any owner. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association over all of the Common Areas and to enter any structure to perform any maintenance and repair of the structure or Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to any other structure. There is hereby created an easement for a pedestrian right-of-way over and across all of the lots on the properties, for the purpose of pedestrian passage by all persons lawfully upon the Common Areas to the various structures. An easement is hereby reserved to Declarant to enter the Common Areas during the period of construction and to sale on the Properties, or any additions to the properties, and to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction of structures, including without limitation, a business office, sales office, storage area, construction yards, and signs.

ARTICLE V

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association may provide exterior maintenance for any office complex which is subject to the assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, grass, walks, and any other exterior improvements of the office complex. In the event that the need for maintenance or repair is caused through the willful or negligent act

of the Owner of the structure, or his agents or lessees, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment against such lot. The above obligation does not include any maintenance or repairs caused by fire or other casualty to the premises owned individually by members of the Association.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

Section 1. Every owner of a lot which is subject to assessment shall be a shareholder of the Association. Share ownership shall be appurtenant to and may not be separated from the ownership of the fee to any Lot which is subject to assessment.

Section 2. The Association shall issue stock in the following percentages:

<u>OWNER OF</u>	<u>PERCENTAGE OF OWNERSHIP OF STOCK</u>
Lot No. 7-A4c	14.93%
Lot No. 7-A4b	11.94%
Lot No. 7-A4d	6.72%
Lot No. 7-A2a	11.94%
Lot No. 7-A2c	10.45%
Lot No. 7-A3	8.96%
Lot No. 7-A4e	6.72%
Lot No. 7-A2b	20.89%
Lot No. 7-A4a	7.45%

ARTICLE VII

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: i) annual maintenance assessments.

or charges, and 2) special assessments for capital improvements, and 3) property tax assessments for all real property taxes on the Common Areas, such assessments to be established and collected as hereinafter provided. If unpaid when due, the annual maintenance, special and property tax assessments together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Maximum Annual Maintenance Assessment.

The Annual Maintenance Assessment will be determined by the Board of the Association, and it is further understood that the Annual Maintenance Assessment will be voted upon by the Board of the Association once a year.

Section 3. Special Assessments for Capital Improvements.

In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the shares of the Association in accordance with the By-Laws of the Association.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all shareholders not less than 30 days, nor more than 60 days in advance of the meeting. At such meeting called, the presence of holders of shares or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-thirds (2/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

If at such meeting the required two-thirds (2/3) approval is not given, then the Secretary shall hold open the ballot for 30-days to enable those shareholders not present to vote. If at the end of the 30-day period the required two-thirds (2/3) approval has not been given, then the proposal shall be deemed to have been defeated.

Section 5. Rate of Assessment. Annual maintenance assessments and special and tax assessments will be fixed by the Board and charged pro-rata against each lot. Each assessment may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments
Due Dates: The annual maintenance and property tax assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessments shall be adjusted according to the number of months then remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period.

Section 7. Effect of Nonpayment of Assessments:

Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action will be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association the right and power to bring all actions available to it against such owner personally for the collection of each charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants the Association a power of sale in connection with foreclosure of such lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the lot owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise avoid liability for payment of the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien

of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure, or air conditioning compressor shall be commenced, erected or maintained upon the properties, nor shall any exterior, addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony of the external design and location and relation to the surrounding structures and topography, by the Board of the Association or by an architect or representatives of a committee appointed by the Board. In the event that the Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications had been submitted to it, the approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

RESTRICTIVE USES

1. All lots and the office complex shall be used for offices in compliance with the appropriate zoning laws of the City of Albuquerque, County of Bernalillo, State of New Mexico. All buildings constructed in the said project shall be of new construction and no buildings or structures shall be moved from other locations on to the said project, and no subsequent buildings or structures other than office buildings which are approved by the Owners shall be constructed. No structures of a temporary character, trailer, basement, tents, shacks, barns or other temporary buildings shall be used on

986

any portion of the property at any time as an office complex or residence either temporarily or permanently. However, this will not exclude useage of temporary buildings for purposes of the construction of the project.

2. Each lot shall be conveyed as a separately designated legally described freehold estate to each Owner, subject to the terms of the provisions of this Declaration and in accordance with the plat on file with the City of Albuquerque, County of Bernalillo, State of New Mexico. This plat is made Exhibit "C" to this agreement and incorporated herein by reference.

3. Each Owner shall be responsible for maintaining his particular parcel of property to keep it in good repair in conformance with a standard to be established by the Board of Directors of the Association.

4. Maintenance, upkeep and repairs of the exterior of any office building or any structures located on any lot is the sole responsibility of the individual owner and not in any manner the responsibility of the Board except as provided in this Declaration. Any action necessary to the proper maintenance and upkeep of the Common Areas shall be taken by the Board or its duly designated representative.

5. No Owner of any office building shall in any way interfere, or allow others to interfere with, the use and quiet enjoyment of each Owner's premises or of the Common Areas.

6. Refuse or other unsightly objects or materials shall not be allowed to be placed or to remain upon the premises, common areas or easements.

7. Repainting and maintenance of the office complex shall be in accordance with the scheme established for the entire

area by the Board and as modified from time to time by the Board.

8. Initial construction of the complex shall be substantially in accordance with the following schedule of square footage of buildings contemplated to be erected on each lot, unless otherwise modified by the Board. The lot designations are as shown in Exhibit "C" attached hereto and incorporated herein by reference.

Lot 7-A4b	4000 square feet of building
Lot 7-A4c	5000 square feet of building
Lot 7-A4a	2500 square feet of building
Lot 7-A4d	2250 square feet of building
Lot 7-A3	3000 square feet of building
Lot 7-A4e	2250 square feet of building
Lot 7-A2a	4000 square feet of building
Lot 7-A2b	7000 square feet of building
Lot 7-A2c	3500 square feet of building

9. All signs and advertising devices utilized in the office complex shall be approved by the Board of the Association.

10. Each and all of the covenants or restrictions contained herein shall be deemed and construed to be continuing.

ARTICLE X

INSURANCE

Each Owner shall be required to obtain and maintain in force and effect a policy of fire and extended coverage insurance in an amount and with an insurer acceptable to the Association. The Association shall be named as additional insured as its interests may appear. In the event of fire or other casualty to any real property the owner shall repair or reconstruct such damaged or destroyed portions of the exterior of the property to a condition substantially the same as that prior to the damage. If the owner refuses or fails to commence

the repair or rebuilding of the exterior within thirty days, the Association may contract for the repair or rebuilding of the damaged exterior. The owner must reimburse the Association for the amount actually spent for such repairs or reconstruction, and the Association shall have a lien securing such payment in the same manner provided herein for levying annual assessments.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to waive the right to do so thereafter.

Section 2. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This declaration may be amended at any time during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the lot owners. Any amendment made must be properly recorded in the records of the County of Bernalillo, State of New Mexico.

Section 3. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make

the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

FIDELITY PROVISION: In the event of foreclosure or deed in lieu of foreclosure, Fidelity agrees to be bound by this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28 day of March, 1978.

COMANCHE DEVELOPMENT GROUP, A
PLANNED PARTNERSHIP

By Gladys Blea
Gladys Blea

By Carl Alongi
Carl Alongi

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 28 day of March, 1978, by Gladys Blea and Carl Alongi, managing partners of Comanche Development Group, A Planned Partnership.

Creedy Thomas
NOTARY PUBLIC

My Commission Expires:

4-7-81

FIDELITY NATIONAL BANK

By _____

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } ss.

The foregoing instrument was acknowledged before me
this 5th day of April, 1978, by Tony Bull
the President of Fidelity National Bank.

NOTARY PUBLIC

My Commission Expires:
3/28/81

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

APR 7 1 52 PM 1978

711-549 977-993

EMILIO GONZALES
COUNTY CLERK

DEPUTY

PROPERTY DESCRIPTION

991

A certain tract of land being the Northerly 300.00 feet of Tract Seven (7) in division lettered "B" of Indian Acres, a Subdivision of the City of Albuquerque, New Mexico, as said tract is shown and designated on the Map showing the subdivision of Tracts 2, 4, 6, 7, and West half of Tract 1, Block "B" of Indian Acres Subdivision and Replat of Tracts 1 and 2 of Indian Rest, filed in the office of the County Clerk of Bernalillo County, New Mexico on February 21, 1962; and being more particularly described by survey as follows:

BEGINNING at the N.E. Corner of the tract herein described which is the N.E. corner of said Tract 7; thence S. 89° - $10'W$ 327.50 feet along the Southerly R.O.W. line of Comanche Blvd., N.E., to the N.W. corner; thence 00° - $50'E$ 300.00 feet to the S.W. corner; thence N. 89° $10'E$ 327.50 feet to the S.E. corner; thence N. 00° - $50'W$, 300.00 feet to the N.E. corner and place of beginning, containing 2.256 acres more or less;

SUBJECT TO reservations and restrictions which are of record and easements and rights-of-way which are apparent or of record.

SUBJECT TO taxes for the current and subsequent years, easements, reservations and restrictions of record.

SUBJECT TO that certain mortgage dated March 4, 1977, by and between Pulakos & Alongi, Ltd., a professional corporation, Bill Williams, Michael L. Danoff, Donald A. Krueger, Ray Cramer and Charles Seward, all married men, doing business as COMANCHE DEVELOPMENT GROUP, as Mortgagors, and Fidelity National Bank as Mortgagee, which was filed on January 6, 1978, in MD-223A, Pages 901-905, in the State of New Mexico, County of Bernalillo, which purchasers herein agree to be bound by all terms and conditions thereof.

EXHIBIT "A"

COMMON AREA

Lot 7-A-1-A, Redivision of Tract 7-A1 and 7-A2,
 Block "B" of the Replat of the N. 1/2 of Tract
 7, Block "B" and the adjacent E. 20' of Vacated
 Tulane Ave., INDIAN ACRES, Albuquerque, New
 Mexico (now being Lots 7-A-1-A, 7-A-2-A, 7-A-3,
 and 7-A-4) filed in the office of the County
 Clerk of Bernalillo County on March 22, 1978.

EXHIBIT "B"

STATE OF NEW MEXICO
 COUNTY OF BERNALILLO
 FILED FOR RECORD

SEP 18 8 10 AM '81
 PG 528-348

THOMAS C. CULP
 COUNTY CLERK & DEPUTY

INDIAN ACRES

Albuquerque, New Mexico

547

993

COMANCHE

RD.

NE.

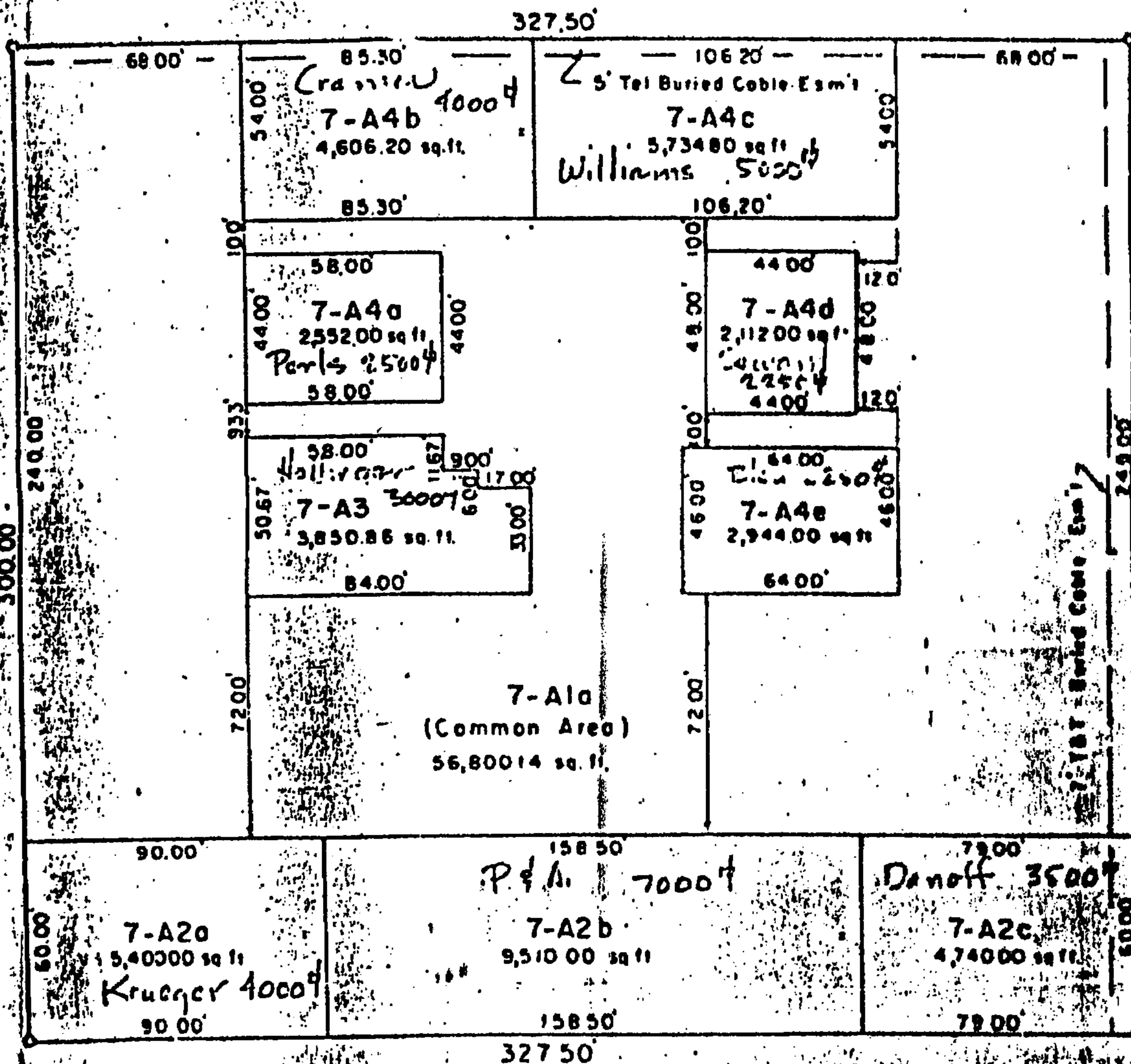


EXHIBIT "C"

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
COMANCHE DEVELOPMENT GROUP, A PLANNED OFFICE DEVELOPMENT

THIS ADDENDUM is made and entered into this 5th day of August, 1981, by and between the undersigned, all residents of the State of New Mexico, who all consent to the terms of this Amendment to the Declaration of Covenants, Conditions and Restrictions of Comanche Development Group, A Planned Office Development filed on April 7, 1978 in Misc. 599, pages 977-993 in the County Clerk's office of Bernalillo County and hereinafter referred to as "Declarations" a copy of the Declarations are attached hereto as Exhibit "A" and hereinafter incorporated by reference and made a part of this Amendment.

1. That Exhibit "C" attached to the Declarations is hereby deleted and in its place Exhibit "D", attached hereto, is substituted as and for the plat which was duly filed and recorded on the 15th day of July, 1981 in Volume C-18 of records of the County Clerk of Bernalillo County.
2. That further all parties to this Amendment further agree to all terms and conditions of the Declarations attached hereto as Exhibit "A" as well as this Amendment.
3. This Amendment is binding upon the parties, their heirs, successors, assigns, and personal representatives from this day forth and forevermore.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and date first above written.

Joseph Hollinger
JOSEPH HOLLINGER

Gail M. Hollinger
GAIL M. HOLLINGER

Michael L. Danoff
MICHAEL L. DANOFF

Margo K. Danoff
MARGO K. DANOFF

Ray E. Cramer
RAY CRAMER

Beverly Jean Cramer
BEVERLY JEAN CRAMER

Donald A. Krueger
DONALD A. KRUEGER

Karen Krueger
KAREN KRUEGER

Bill G. Williams
BILL G. WILLIAMS

Barbara Anne Williams
BARBARA ANNE WILLIAMS

Rae Perls
RAE PERLS

Stephen Perls
STEPHEN PERLS

Carl Alongi
CARL ALONGI

Linda Alongi
LINDA ALONGI

Ned A. Miller
NED A. MILLER

Anita Miller
ANITA MILLER

Daniel E. Mackie
DANIEL E. MACKIE

Eugenia C. Mackie
EUGENIA C. MACKIE

3500 GROUP, a New Mexico
Partnership

LOS HERMANOS, a New Mexico
General Partnership

By Carl Alongi
PULAKOS & ALONGI, LTD.

By Carl Alongi
COMANCHE ASSOCIATES

By Carl Alongi

By Barbara Anne Williams

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS.

The foregoing instrument was acknowledged before me this
5th day of August, 1981, by: JOSEPH HOLLINGER and GAIL M.
HOLLINGER; MICHAEL L. DANOFF and MARGO K. DANOFF; RAY CRAMER
and BEVERLY JEAN CRAMER; DONALD A. KRUEGER and KAREN KRUEGER;
BILL G. WILLIAMS and BARBARA ANNE WILLIAMS; RAE PERLS and
STEPHEN PERLS; CARL ALONGI and LINDA ALONGI; NED A. MILLER
and ANITA MILLER; and DANIEL E. MACKIE and EUGENIA C. MACKIE.

Barbara C. Bauer
NOTARY PUBLIC



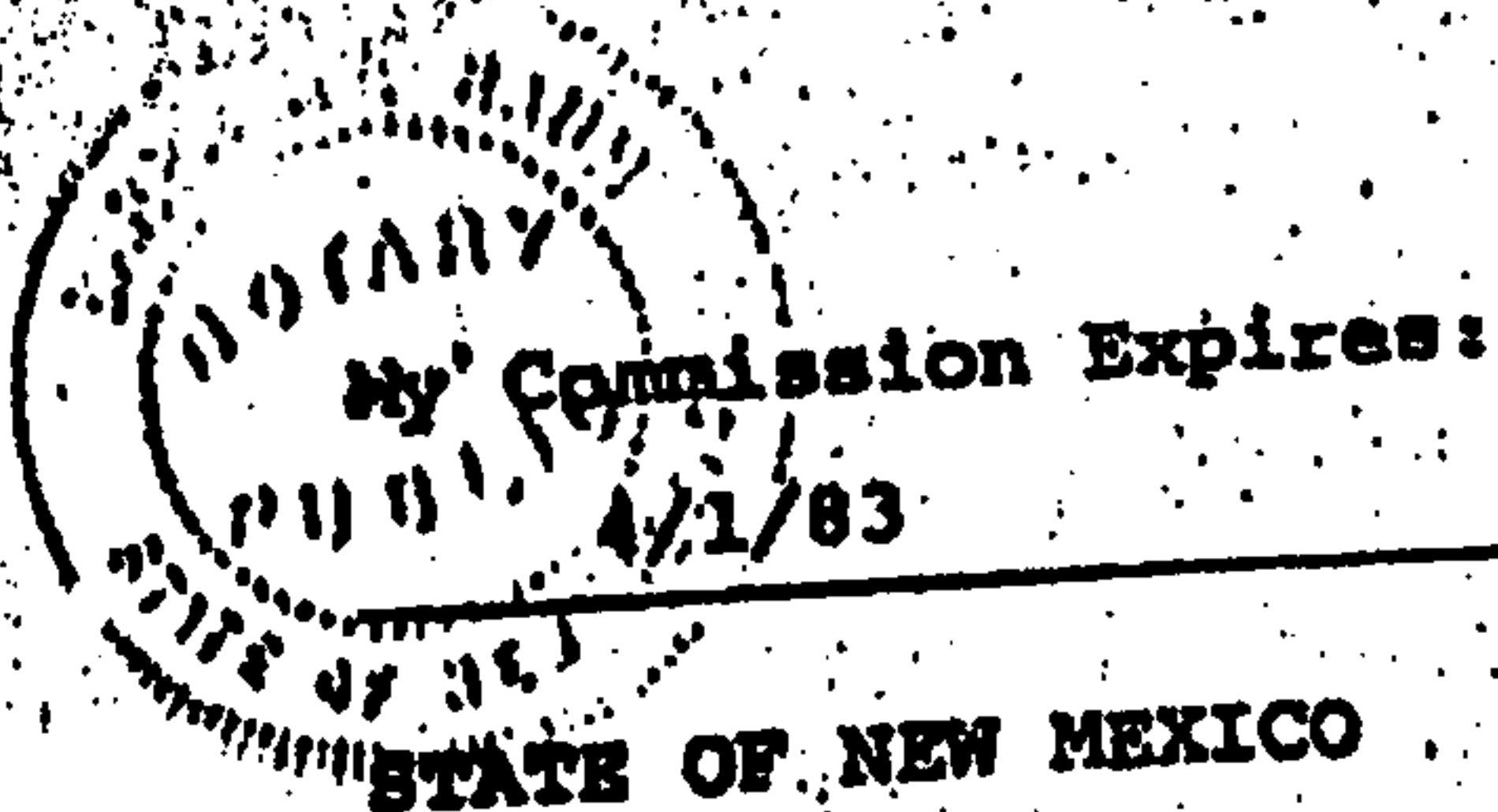
My Commission Expires:

4/1/83

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this
5th day of August, 1981, by CARL M. ALONGI, General Partner,
of 3500 GROUP, a New Mexico General Partnership.

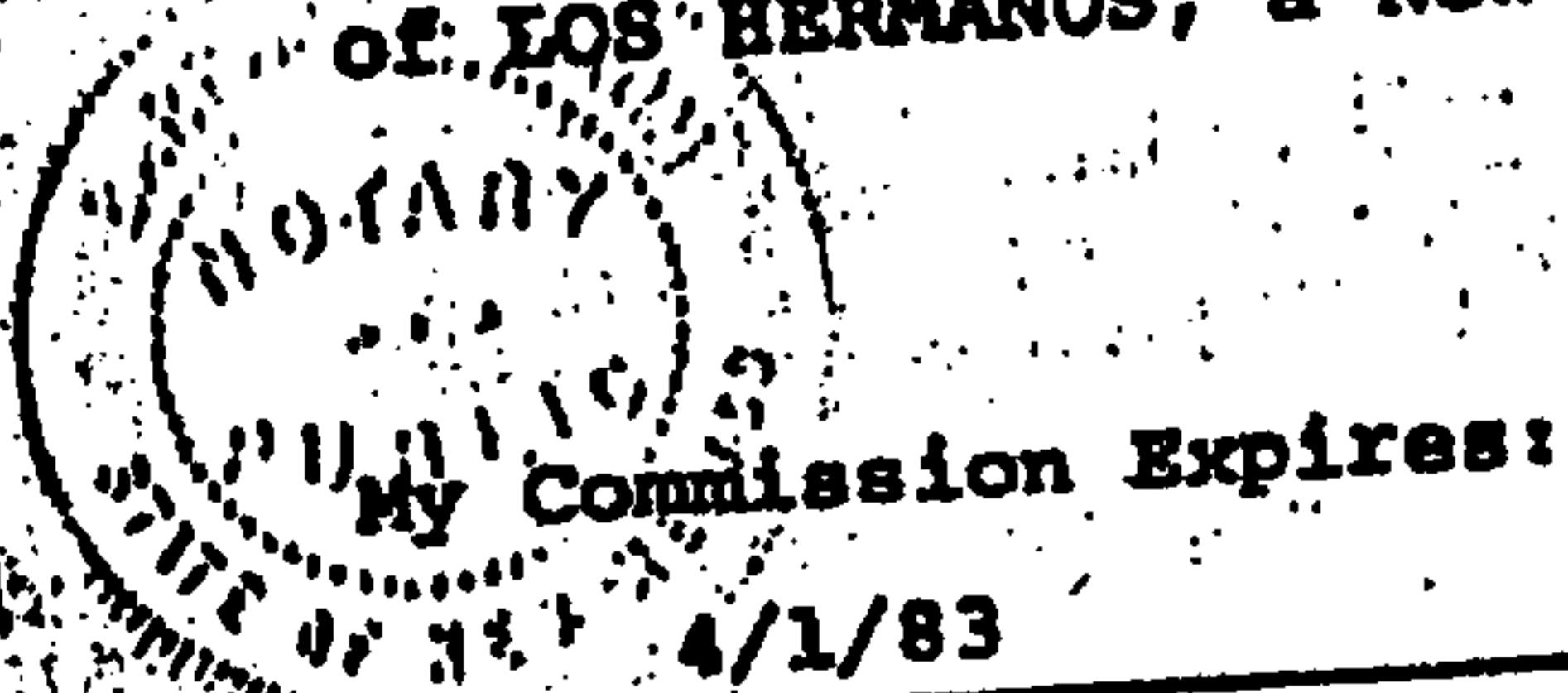
Barbara E. Baum
NOTARY PUBLIC



STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this
5th day of August, 1981, by CARL M. ALONGI, General Partner,
of LOS HERMANOS, a New Mexico General Partnership.

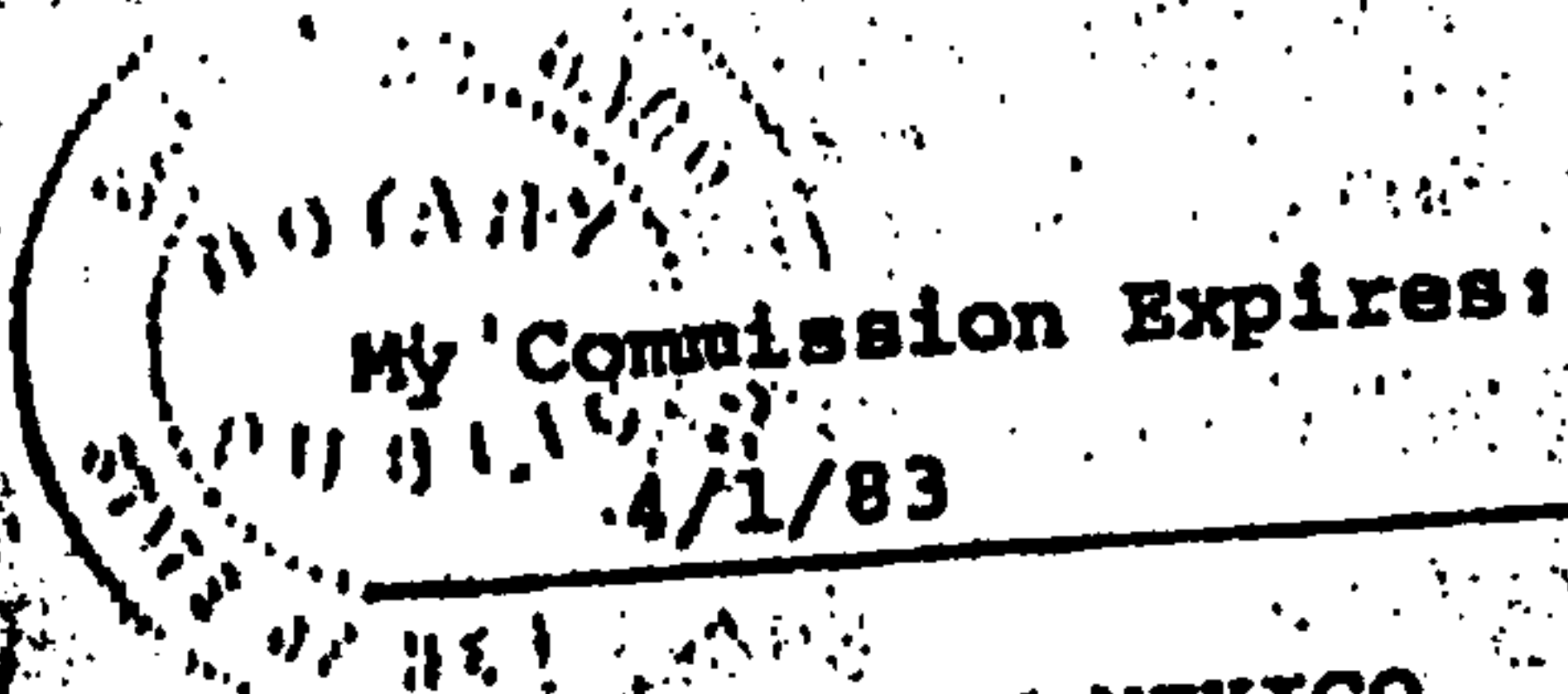
Barbara E. Baum
NOTARY PUBLIC



STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this
5th day of August, 1981, by CARL M. ALONGI, Vice President of
PULAKOS & ALONGI, LTD., a New Mexico Corporation on behalf of
said corporation.

Barbara E. Baum
NOTARY PUBLIC



STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this
5th day of August, 1981, by BILL G. WILLIAMS, General Partner,
of COMANCHE ASSOCIATES, a New Mexico General Partnership.

Barbara E. Baum
NOTARY PUBLIC

My Commission Expires:

83 42817

260

AMENDMENTS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COMANCHE DEVELOPMENT GROUP
A Planned Office Development

THIS AMENDMENT, made on this 23rd day of June,
1983, by COMANCHE DEVELOPMENT GROUP PARTNERSHIP, a New Mexico
partnership, composed of the following parties: THE 3500 GROUP,
a New Mexico partnership, DANIEL E. MACKIE, DONALD A. KRUEGER,
RAY CRAMER, JOE HOLLINGER, RAE PEARLS, MICHAEL L. DANOFF,
COMANCHE ASSOCIATES, A New Mexico general partnership, and LOS
HERMANOS, a New Mexico general partnership, all collectively
referred to as "DECLARANTS",

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain real property
in the City of Albuquerque, County of Bernalillo, State of New
Mexico, more particularly described in Exhibit "A" to this
Amendment which is hereinafter incorporated by reference and made
a part of this Amendment.

WHEREAS, Declarants have set forth the Declarations of
Covenants, Conditions and Restrictions of Comanche Development
Group by a document dated March 28, 1978, and filed of record
as Document 78-24743, in the records of Bernalillo County, New
Mexico, on April 7, 1978, in Bk. ^{Misc.} 599 at pages 977 to 993.

WHEREAS, Declarants wish to amend the Declaration of Covenants,
Conditions and Restrictions previously filed and to expand the
coverage of the Declarations of Covenants, Conditions and
Restrictions as hereinafter set forth.

NOW, THEREFORE, Declarants hereby amend the declarations previously filed as follows:

1. Exhibit "D" attached to the Amendment to the Declaration of Covenants dated August 5, 1981, and recorded September 18, 1981, in Bk. Misc. 578, pages 528-548 of the records of Bernalillo County, New Mexico, is hereby deleted and in its place Exhibit "B" to this Amendment, an updated plat of the property owned by Declarants, is substituted as and for the amended plat which was duly filed with the August 5, 1981, Amendment to the Declaration of Covenants.

2. That Exhibit "B" to the August 5, 1981, Amendment to the Declaration of Covenants, an amended legal description of the common area of property owned by Declarants, is hereby deleted and in its place, Exhibit "C", attached hereto, is substituted as and for the legal description of the common area of the property owned by Declarants.

3. That Article VI, Section 2 of the original Declarations of Covenants (dated March 28, 1978), setting forth the percentage interest allocated to each lot is hereby deleted and superseded and in its place, Exhibit "D" hereto is substituted, setting forth the lot number and percentage interest allocable to each partner. All Declarants agree that this Exhibit accurately sets forth the current interests of the partners and supersedes any previous declarations of ownership interest.

4. That Article IX, Section 8 of the original Declaration of Covenants (dated March 28, 1978) and Exhibit "C" to that original Declaration setting forth the lot designations and

square footage of each lot is hereby deleted and Exhibits "B" and "E" to this Amendment are substituted therefore, said Exhibit "B" setting forth a plat and the lot number of each lot and said Exhibit "E" setting forth the approximate square footage of each lot.

5. That further, all parties to this Amendment agree to all terms and conditions of the previous declarations and amendments except as altered by this Amendment, as well as to the terms and conditions of this Amendment.

6. This Amendment is binding upon the parties, their heirs, successors, assigns, and personal representatives from this day forth and forevermore.

COMANCHE DEVELOPMENT GROUP,
a N.M. General Partnership

by *Carl W. Gilberg*

COMANCHE ASSOCIATES,
a N.M. General Partnership

by *[Signature]*

Daniel E. Mackie
DANIEL E. MACKIE

Donald A. Krueger
DONALD A. KRUEGER

Ray Cramer
RAY CRAMER

Joe Hollinger
JOE HOLLINGER

THE 3500 GROUP,
a N.M. Partnership

by *Carl W. Gilberg*

LOS HERMANOS,
a N.M. General Partnership

Carl W. Gilberg

Eugenia Mackie
EUGENIA MACKIE

Karen Krueger
KAREN KRUEGER

Beverly Jean Cramer
BEVERLY JEAN CRAMER

Gail Hollinger
GAIL M. HOLLINGER

Stephen Perls
STEPHEN PERLS

Stephen Perls
STEPHEN PERLS

Michael L. Danoff
MICHAEL L. DANOFF

Margo K. Danoff
MARGO K. DANOFF

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 4th day of June, 1983, by Carl Alongi, General Partner, on behalf of Community Development Group, a New Mexico General Partnership, The 3500 Group, a New Mexico Partnership, and Los Hermanos, a New Mexico General Partnership.

Carolyn Aulys
NOTARY PUBLIC

My Commission Expires:
4-5-83

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 16th day of June, 1983, by Daniel E. Mackie, Eugenia C. Mackie, Donald A. Krueger, Karen Krueger, Joe Hollinger, Gail M. Hollinger, Michael L. Danoff, and Margo K. Danoff.

Lynn Boulman
NOTARY PUBLIC

My Commission Expires:
7/2/84

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this
22 day of June, 1983, by Rae Perls.

Richard L. Williams
NOTARY PUBLIC

My Commission Expires:

6/10/86

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this
22nd day of June, 1983, by Stephen Perls.

Richard L. Williams
NOTARY PUBLIC

My Commission Expires:

6/10/86

EXHIBIT "A"

A certain tract of land being the Northerly 300.00 feet of Tract Seven (7) in division lettered "B" of Indian Acres, a Subdivision of the City of Albuquerque, New Mexico, as said tract is shown and designated on the Map showing the subdivision of Tracts 2, 4, 6, 7, and West half of Tract 1, Block "B" of Indian Acres Subdivision and Replat of Tracts 1 and 2 of Indian Rest, filed in the office of the County Clerk of Bernalillo County, New Mexico on February 21, 1962, and being more particularly described by survey as follows:

BEGINNING at the N.E. Corner of the tract herein described which is the N.E. corner of said Tract 7; thence S. 89° - 10' W 327.50 feet along the Southerly R.O.W. line of Comanche Blvd. - N.E. to the N.W. corner; thence 00° - 50' E. 300.00 feet to the S.W. corner; thence N. 89° 10' E. 327.50 feet to the S.E. corner; thence N. 00° - 50' W. 300.00 feet to the N.E. corner and place of beginning, containing 2.256 acres more or less.

SUBJECT TO reservations and restrictions which are of record and easements and rights-of-way which are apparent or of record.

SUBJECT TO taxes for the current and subsequent years, easements, reservations and restrictions of record.

SUBJECT TO that certain mortgage dated March 4, 1977, by and between Puiakos & Alongi, Ltd., a professional corporation, Bill Williams, Michael L. Danoff, Donald A. Krueger, Ray Cramer and Charles Seward, all married men, doing business as COMANCHE DEVELOPMENT GROUP, as Mortgagors, and Fidelity National Bank as Mortgagee, which was filed on January 6, 1978, in MD-223A, Pages 901-905, in the State of New Mexico, County of Bernalillo, which purchasers herein agree to be bound by all terms and conditions thereof.

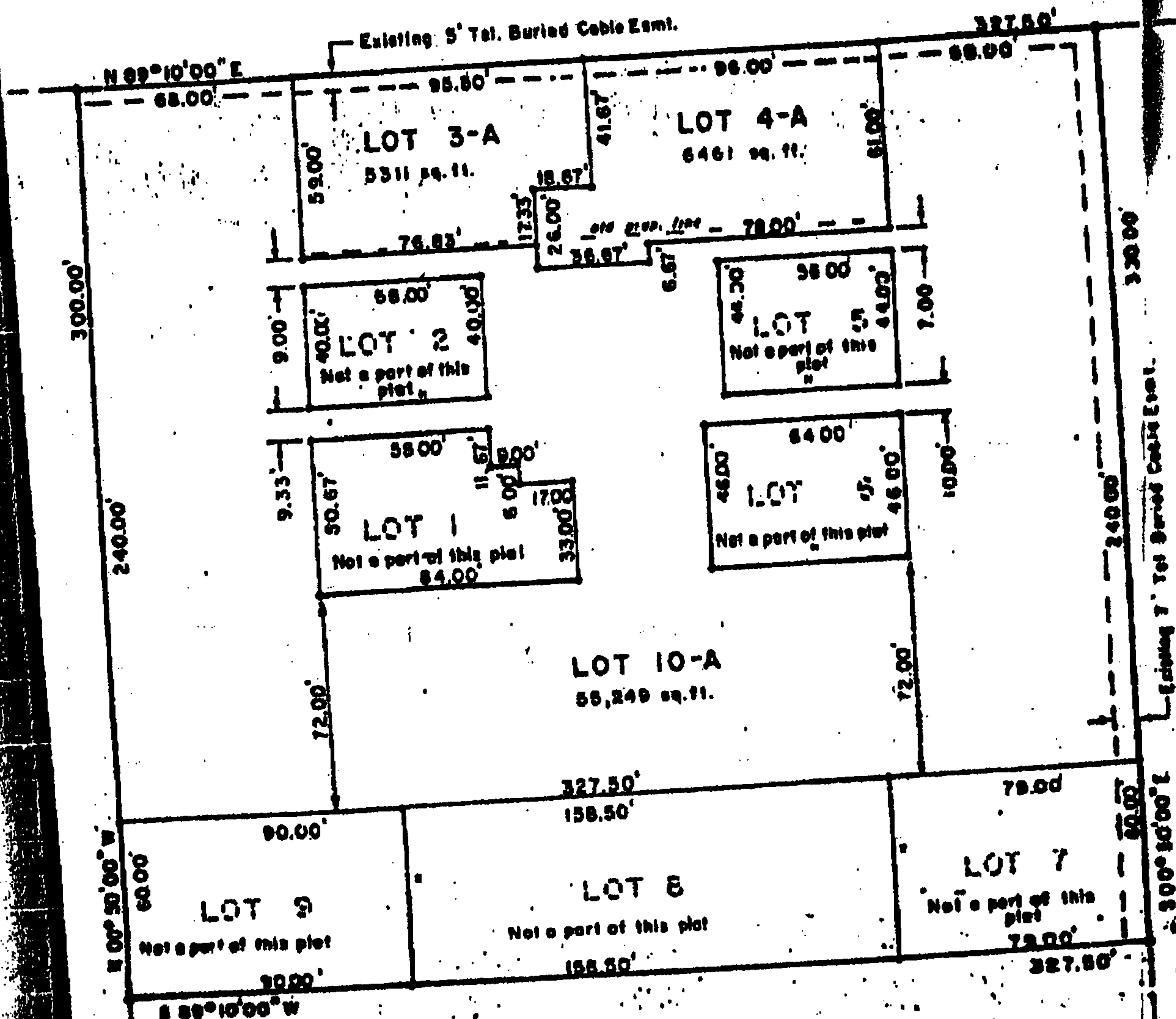
267

JULY, 1981

G-16-2

JULY, 1961
(A REPLAT OF LOTS 3, 4 & 10)

COMANCHE ROAD N.E. (108' R.O.W.)



22

1/2 TRACT 7
INDIAN ACRES SUBDIVISION

268

EXHIBIT "C"

COMMON AREA

Lot 10A as shown on the Plat of Lots 3-A, 4-A and 10A, Comanche
Place, dated July, 1981 and recorded July 15, 1981 in Map
Book C-18, Folio 129 of the records of the County Clerk of
Bernalillo County, New Mexico.

269

EXHIBIT "D"

Lot Number

1

2

3A

4A

5

6

7

8

9

Owner

Joe Hollinger

Rae Pearls

Los Hermanos

Comanche Associates

Ray Cramer

Daniel Mackie

Michael Danoff

3500 Group

Don Krueger

Percentage
of Ownership

8.96%

5.37%

12.53%

15.83%

6.72%

8.72%

10.45%

21.48%

11.94%

COMANCHE DEVELOPMENT GROUP ASSOCIATION, INC.

3500 Comanche Rd NE Bldg C
Albuquerque, NM 87107

AGREEMENT

Comanche Development Group Association Inc
3500 Comanche Rd NE Bldg C
Albuquerque, NM 87107

and

First Unitarian Church
3701 Carlisle Blvd NE
Albuquerque, NM 87107

The above organizations agree to the following:

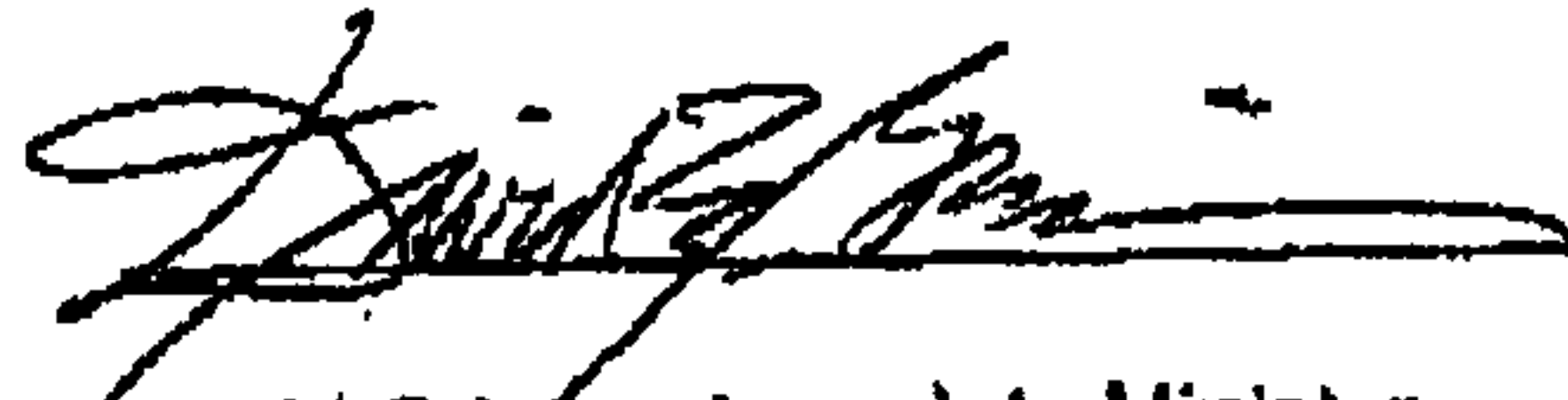
During any work week, Monday through Friday, First Unitarian Church (the Church) will allow Comanche Development Group Association Inc (the Association), tenants and customers, use of its parking lot, no less than 10 regular parking spaces.

On weekends, the Association will allow the Church to use its parking lot as needed for overflow church attendees.

This agreement is entered into and agreed upon on November 21, 2005.



Bill Hinkle, Treasurer
Comanche Development Group Assoc. Inc.



David Grimm, Associate Minister
First Unitarian Church