

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz Mayor UTILITY DEVELOPMENT DIVISION HYDROLOGY SECTION (505) 768-2650

February 18, 1987

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

RE: DRAINAGE PLAN FOR MONTGOMERY OFFICE PARK, PHASE III (G-17/D16) ENGINEER'S STAMP DATED FEBRUARY 13, 1987

Dear Jeff:

Based on the information provided on your submittal of February 13, 1987, the above referenced drainage plan is approved for Building Permit.

Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology.

Before the Certificate of Occupancy is issued, we will need a copy of the approved filed replat showing the "blanket" easement for drainage across lot lines.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Hontoya, C.E

Engineering Assistant

SJM/bsi

PUBLIC WORKS DEPARTMENT

ENGINEERING GROUP

Telephone (505) 768-2500

85 53404

GRANT OF RECIPROCAL EASEMENTS AND AGREEMENT OF MUTUAL COVENANTS

This Grant and Agreement ("Agreement") is entered into this

26th day of June , 1985 between BRIDGERS & PAXTON

CONSULTING ENGINEERS, INC., a New Mexico Corporation (herein "B&P") and MONTGOMERY OFFICE GROUP, LTD., a New Mexico limited partnership (herein "MOGL").

A. RECITALS

1. This Agreement concerns and affects the following described real property in Bernalillo County, New Mexico:

Tract D-2 as shown on the Redivision Plat of Tract D-2 (now comprising Tracts D-2-A, D-2-B, and D-2-C), Vista Grande Land Company's Addition No. 2, prepared by Fred Sanchez, filed on March 15, 1985 as Document No. 85-19636, Vol. C26, Folio 152 of the Records of Bernalillo County (herein the "Property").

- 2. MOGL owns Tracts D-2-A and D-2-C of the Property. Tract D-2-B will be owned by B & P upon completion of an exchange agreement with certain affiliates of MOGL. The three tracts are being developed as an integrated three building office complex known as the Montgomery Office Park. This instrument is made and delivered in furtherance of the Redivision Plat of Tract D-2 referred to above.
- 3. For the purposes of this Agreement, "common areas" refers to all areas common to the three (3) tracts as they constitute the Montgomery Office Park including parking

areas, perimeter sidewalks, walkways, and landscaped areas including landscaped areas in the parking areas, which shall be used in common by the parties as herein provided, although fee ownership of the property underlying the common areas shall remain with each respective owner, and nothing herein shall be deemed to create any form of common or joint ownership of those common areas.

B. EASEMENTS

The parties grant each to the other the following reciprocal easements with respect to the three (3) tracts constituting the Property:

- 1. Non-exclusive easements appurtenant to the party's tract(s) for the purpose of parking vehicles of the party, its officers, employees, customers, licensees, and invitees; the party's tenants and sublessees and their officers, employees, customers, licensees, and invitees; limited for purposes connected with or incidental to any use being made of any portion of the party's tract(s). Each tract shall have the right to use one-third (1/3) of the total parking spaces available in the Montgomery Office Park development.
- 2. Non-exclusive easements appurtenant to the party's tract(s) for the purpose of pedestrian traffic of the party and its officers, employees, customers, licensees, and invitees; the party's tenants and sublessees and their officers, employees, customers, licensees and invitees; limited for

purposes connected with or incidental to any use being made of the party's tract(s).

- ty's tract(s) for the purpose of furnishing access and the right of ingress and egress for motor vehicles of any type or kind between any public street and any common parking areas and between any public streets and the common parking areas and the party's tract(s); limited for purposes connected with or incidental to any use being made of the party's tract(s).
 - 4. Non-exclusive easements appurtenant to the party's tract(s) for the purpose of providing the use and enjoyment of all common areas to the party and its officers, employees, customers, licensees, and invitees; and the party's tenants and sublessees and their officers, employees, customers, licensees, and invitees; limited for purposes connected with or incidental to any use being made of the party's tract(s).
 - 5. Non-exclusive easements appurtenant to the party's tract(s) for the purpose of installing, maintaining, repairing, and replacing all common landscaped areas, including landscape controls, sprinklers, and the underground irrigation system; all common parking areas; all lighting systems in the common areas and all associated controls for such lighting systems; and any and all other common areas.
 - 6. Non-exclusive easements appurtenant to the party's tract(s) for the purpose of drainage and implementing the

approved drainage plan, said easements as located on the grading and drainage plan prepared by Tom Mann & Associates, dated January 29, 1985, and approved by the City of Albuquerque on February 4, 1985; and the maintenance, repair, removal, and replacement of any and all drainage systems associated with these drainage easements.

7. Non-exclusive easements for the benefit of and appurtenant to each party's property for the purpose of conveying and metering water, for telephone lines, for conveying and metering gas, for sewage and solid waste disposal, and for conveying and metering electricity; and the maintenance, repair, removal, and replacement of any and all systems associated with these water, telephone, gas, sewage, solid waste, and electricity easements.

C. COVENANTS

- 1. The parties covenant that at all times free access among the properties owned by each party shall not be impeded and shall be maintained.
 - 2. Subject to the rules and regulations which may be adopted by the parties from time to time for the use of the common areas, use of all easements as herein provided shall be non-exclusive, and for the use and benefit of the parties and their respective successors and assigns.
 - 3. Each party agrees to manage and to maintain its property including the common areas in accordance with the common standards applicable to each party (as the same may from

time to time be agreed upon by the parties) and further agrees to maintain at a minimum its property including the common areas in accordance with all applicable laws of the state of New Mexico and all applicable codes of the County of Bernalillo and the City of Albuquerque, and to maintain its property including the common areas in accordance with the usual and customary standards for commercial office property of this type in Albuquerque, New Mexico.

- 4. In furtherance of the common management and maintenance standards set forth in the preceding paragraph, the parties contemplate entering into such common management and maintenance contracts which may be reasonably necessary, which contracts shall among other things provide for the repair, maintenance, and replacement of the common landscaped and parking areas, all lighting on the landscaped areas and parking areas, periodic assessments to pay the costs thereof, and all other matters as may be agreed upon by the parties.
- 5. Each party agrees to abide by the rules and required ulations which may from time to time be adopted by the parties pertaining to the use, design, maintenance, repair, and replacement of the common areas and all systems associated therewith.

D. COMMONLY METERED UTILITIES

1. MOGL will install separate and distinct electric service for common area lighting and other common area electricity requirements for the benefit of all three (3) tracts.

The parties agree that each tract shall bear its pro rata one-third (1/3rd) share of the costs of such service and the parties will pay the costs charged to their respective tracts.

2. MOGL will install a single water distribution service for all improvements on all three (3) tracts. The parties agree that each tract shall bear its pro rata one-third (1/3rd) share of the costs of such service and the parties will pay the costs charged to their respective tracts. In addition, at any time after the written notice to the other owner(s) of the Property by the owner of any one or more of the three (3) tracts, any owner at its sole cost and expense may install separately metered water service to its tract(s) and the parties shall cooperate with each other to facilitate such installation.

E. RECIPROCAL LIENS

1. If any party fails to manage and maintain its property in accordance with the minimum standards set forth herein, the other party shall have the right to undertake whatever action necessary to bring the other party's property into compliance with such minimum standards, and to charge the non-complying party with the cost of bringing the property into compliance. For so long as the non-complying party fails to pay any such charges, the complying party shall have a lien on the noncomplying party's property to secure payment by the non-complying party to the complying party. The complying party

shall have the right to use any and all legal process available to enforce the lien on the non-complying party's property.

2. If any party fails to pay its pro rata share of the cost of any commonly metered utility services or of any assessment for the common management and maintenance contracts which may be entered into or any other assessment which may be agreed to by the parties, the performing party shall have the right to pay the non-performing party's share of any such assessment and shall have a lien on the non-performing party's property to secure payment by the non-performing party to the performing party. The performing party shall have the right to use any and all legal process available to enforce its lien on the property of the non-performing party.

F. ARBITRATION

All disputes arising out of or relating to this agreement, or the breach thereof, including disputes as to the validity, and/or enforceability of this agreement or any portion thereof are to be resolved by arbitration conducted in Albuquerque, New Mexico before a single arbitrator having recognized experience in commercial real estate transactions. The expense of arbitration shall be shared equally by the parties. Such arbitration shall be conducted, upon the request of any party, before an arbitrator selected by the parties, or by an arbitrator designated by the American Arbitration Association, failing agreement on the choice of arbitrator within thirty (30) days of

service of written demand for arbitration. Such arbitration shall be in accordance with the laws of the state of New Mexico and applicable federal law and pursuant to the commercial arbitration rules of said association and applicable federal rules of civil procedure then in effect. The decision of the arbitrator shall be final and binding upon the parties and enforceable in a court of competent jurisdiction. The duty to arbitrate shall survive any termination or cancellation of this agreement.

G. BINDING EFFECT

- 1. Each and all reciprocal easements and rights granted or created by this agreement are appurtenant to each party's property, and none of the easements or rights shall be transferred, assigned, or encumbered in any way except as appurtenant to the property. The properties to which these easements and rights are appurtenant shall not be transferred, assigned, or encumbered without the appurtenant reciprocal easements and rights.
- 2. Each and all covenants, conditions, restrictions, conditions, and agreements in this agreement are made for the direct, mutual, and reciprocal benefit of each party's property and create mutual equitable servitudes among the properties, and constitute covenants running with the land, which shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors, and assigns.

H. ENTIRE AGREEMENT

The parties agree that this Agreement, including the recitals, constitutes the parties' entire agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement as of the day and year first written above.

this agreement as of the day and year first written above.
MONTGOMERY OFFICE GROUP, LTD. BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.
Idullh By: Frank H Bridges
John A. Westman, Frank H. Bridgers, General Partner Chairman of the Board
Attest:
Max E. Riehne, General Partner (SEAL) Robert W. Bruning, Secretary
ACKNOWLEDGMENTS
STATE OF NEW MEXICO)) ss. COUNTY OF BERNALILLO)
The foregoing instrument was acknowledged before me this day of July 1985, by John A. Westman, General Partner of Montgomery Office Group Ltd., on behalf of said limited partnership. Notary Public

My Commission Expires:

5-17-86

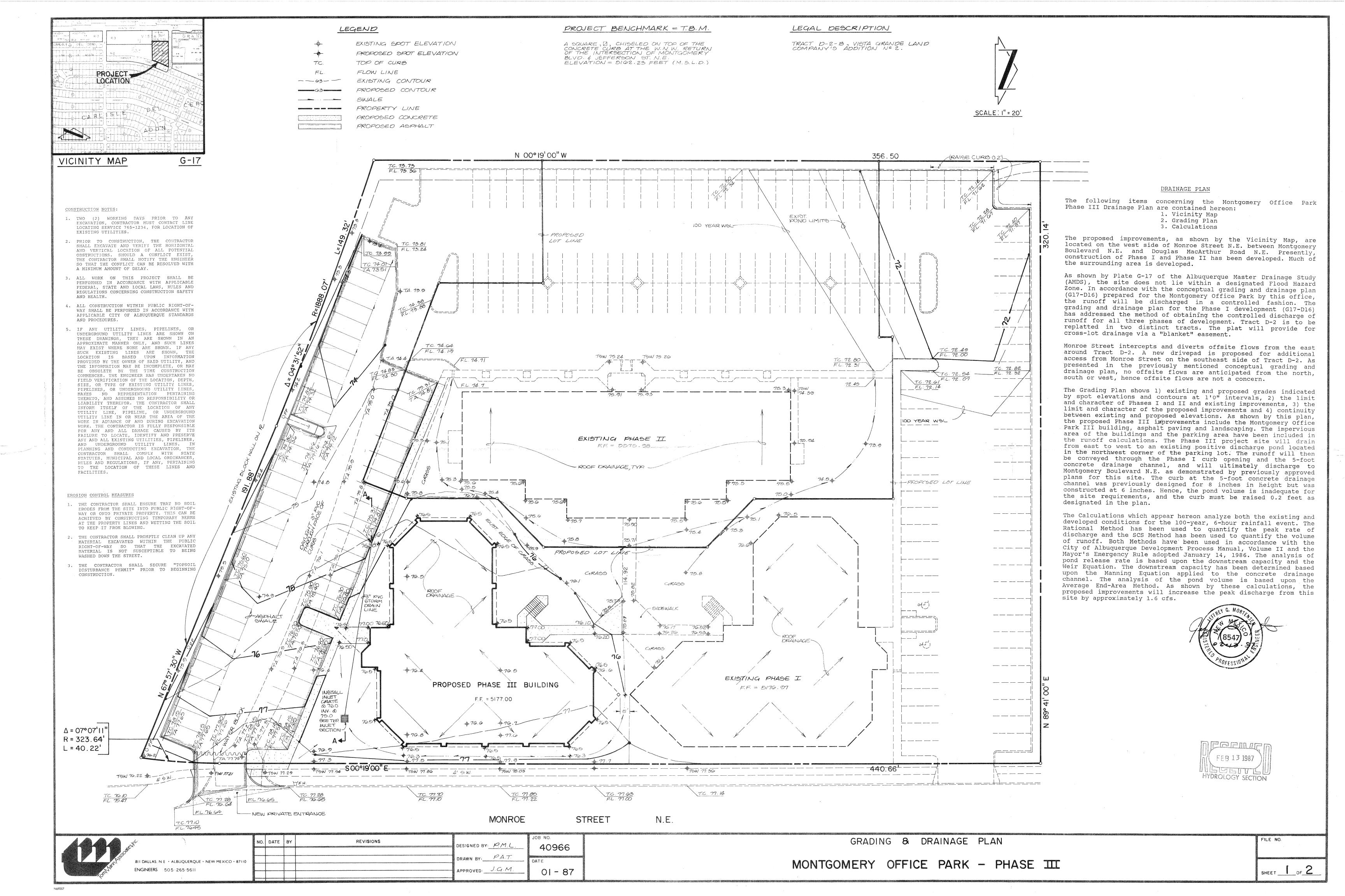
STATE OF NEW MEXICO) ss.
COUNTY OF BERNALILLO)
The foregoing instrument was acknowledged before me this day of the thing of Montgomery Office Group,
Max L. Kiehne, General Partner of Montgomery Office Group, Ltd., on behalf of said limited partnership.
Motary Public
My Commission Expires:
5-17-86
STATE OF NEW MEXICO)) ss.
COUNTY OF BERNALILLO)
The foregoing instrument was acknowledged before me this 26 day of June, 1985, by Frank H. Bridgers, Chairman of the Board of Bridgers & Paxton Consulting Engineers, Inc., a New Mexico corporation, on behalf of said corporation.
Not/ary Public Osoly
Notary Public
My Commission Expires:
Sapt. 6, 1987

STATE OF NEW MEXICO COUNTY OF BERHALILLO FILE

-10-

1985 JUL -2 PH 2:30 ms 245 Apr 354 - 363

Stowals

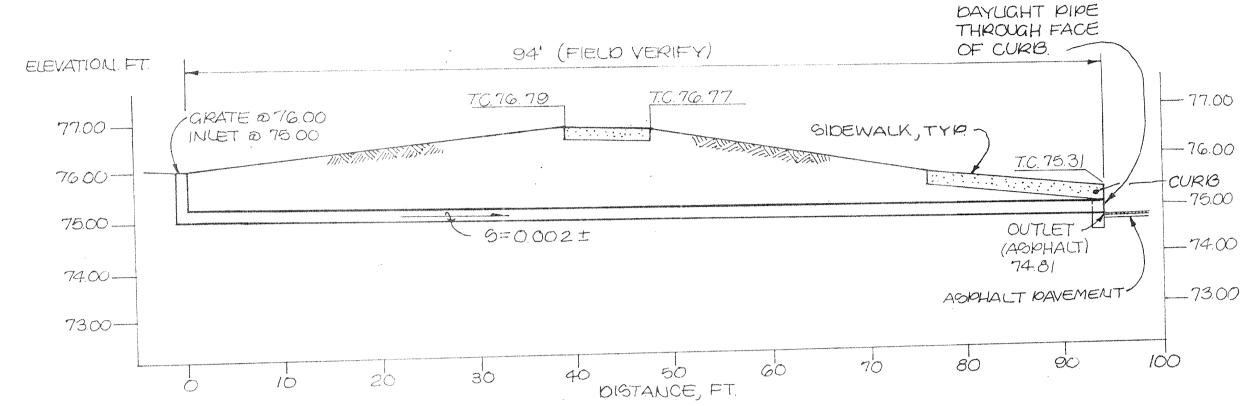


CALCULATIONS

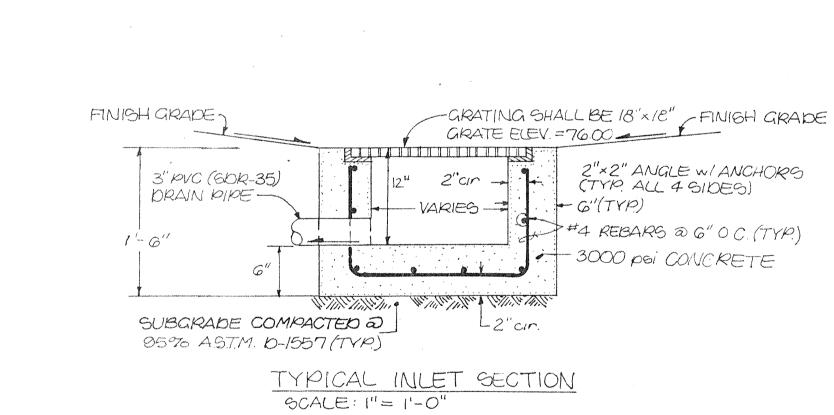
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Ground Cover Information
 From SCS Bernalillo County Soil Survey,
 Plate: 21 Emb, Embudo; gravelly fine sandy loam
 Hydrologic Soil Group: B
 Existing Pervious CN = 70 (DPM Plate 22.2 C-2
           Pasture or Range Land: fair condition)
 Developed Pervious CN = 61 (DPM Plate 22.2 C-2)
Time of Concentration/Time to Peak
T_{\rm C} = 0.0078 \, L^{0.77}/S^{0.385} (Kirpich Equation)
T_p = T_c = 10 \text{ min.}
 Point Rainfall
P_6 = 2.2 in. (DPM Plate 22.2 D-1)
 Rational Method
      Discharge: Q = CiA
       where C varies
             i = P_6 (6.84) T_C -0.51 = 4.65 in/hr
             P_6 = 2.2 in (DPM Plate 22.2D-1)
             T_C = 10 \text{ min (minimum)}
             A = area, acres
 SCS Method
       Volume: V = 3630(DRO) A
       Where DRO = Direct runoff in inches
               A = area, acres
 Existing Condition
 A_{total} = 133,300 \text{ sf} = 3.06 \text{ Ac}
  Roof area = 20,290 sf (0.15)
  Paved area = 52,370 \text{ sf } (0.39)
  Landscaped area = 17,990 \text{ sf} (0.14)
  Dirt area = 42,650 \text{ sf } (0.32\%)
 C = 0.67 (Weighted average per Emergency Rule, 1/14/86)
 Q_{100} = CiA = 9.5 cfs
 Aimp = 72,656 sf; % impervious = 54 %
 Composite CN = 85 (DPM Plate 22.2 C-3)
 DRO = 1.0 in (DPM Plate 22.2 C-4)
 V_{100} = 3630 \text{ (DRO)A} = 11,110 \text{ cf}
 V_{pond} = 1/2 \text{(Atop elev. + Abottom elev.)} \text{(top elev. - bottom elev.)}
V_{pond} = 1/2 \text{[(A71.62 + A72)(72 - 71.62) + (A72 + A72.12)(72.12 - 72)]}
V_{pond} = 1/2 \text{[(0 + 6020)(0.38) + (6020 + 8442)(0.12)]}
  Vpond = 2,010 cf
 Vpond < Vpond required (determined by Hydrograph Analysis
                            Qrelease = 5.0 cfs)
                                                                                                                        20
  Developed Condition
 Atotal = 133,300 sf = 3.06 Ac
 Roof area = 30,610 \text{ sf} (0.23)
  Paved area = 71,540 \text{ sf} (0.54)
 Landscaped area = 25,800 sf (0.19)
                                                                                                                 Q,cfs
  Dirt area = 5,350 \text{ sf } (0.04)
C = 0.78 (Weighted average per Emergency Rule, 1/14/86)

Q100 = CiA = 11.1 cfs
 Aimp = 102,200 sf; % impervious = 77 %
 Composite CN = 89 (DPM Plate 22.2 C-3)
  DRO = 1.1 in (DPM Plate 22.2 C-4)
 V_{100} = 3630 \text{ (DRO) } A = 12,220 \text{ cf}
Vpond = 4,140 cf
  Vpond > Vpond required (determined by Hydrograph Analysis
Qrelease = 5.0 cfs)
 Controlled Discharge
  Dimension Curb Opening
       Q = 3.33 LH^{3/2} (Weir Equation for rectangular weirs)
       Where Q = 5.0 cfs
             H = 0.67 ft
              L = unknown
        Then L = 2.74 ft = 2'-9''
  Drainage Channel Capacity
        Q = 1.49/nAR^2/3s^{1/2} (Manning Equation)
        Where n = 0.015 (Concrete)
             A = 1.7 sf
             WP = 5 ft
              R = 1.7/5 = 0.34 \text{ ft}
             s = 0.0200 \text{ ft/ft}
       Q = 1.49/0.015 (1.7) (0.34)^{2/3} (0.02)^{1/2}
       Q = 11.6 \text{ cfs} > Q_{release} = 5.0 \text{ cfs}
   Comparison
  \Delta Q_{100} = 11.1 - 9.5 = 1.6 \text{ cfs (increase)}

\Delta V_{100} = 12,220 - 11,110 = 1,110 \text{ cf (increase)}
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SECTION A-A H. SCALE: I" = 10' V. SCALE: I" = 2'-0"





2"x2" ANGLE W/ ANCHORS

(TYP ALL 4 SIDES)

- 3000 psi CONCRETE

\$#4 REBARG @ G" O C. (TYP.)

6"(TYP)



NO. DATE BY REVISIONS DESIGNED BY: PM.C. DETAILS & CALCULATIONS 40966 DRAWN BY: R.A.R. 811 DALLAS, N.E . ALBUQUERQUE . NEW MEXICO . 87110 MONTGOMERY OFFICE PARK-PHASE III APPROVED: U.G.M. SHEET 2 OF 2 01/87

> P=Q100 = 11.1 cfs

>V100 = 12, 220 cf

 $V_2 = V_{100} - V_1 = 8890 \text{ cf}$

V2=1/2 TR 60 Q100

TR = 2V2/(60) Q100

 \rightarrow = 3,720 cf

Q release = 5.0 cfs

 $T_C = 10 \text{ min.}$

20

HYDROGRAPH

t, min

30

V reqd.=1/2 (20) (6.1) (60)

 $V_1 = 1/2 (10)(60)(11.1) = 3,330 cf$

= 2(8890)/(60)11.1=27 min