Hydrology G17/D26 CARLISLE BUSINESS CENTER

G17 / D26

CARLISLE BUSINESS CENTER

2 PLANS

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

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

May 23, 1985

Mr. Herman Hood
Frank Lovelady & Associates
7408 Morrow Road NE
Albuquerque, NM 87110

REF: DRAINAGE PLAN FOR CARLISLE BUSINESS CENTER (G17-D26) DATED MARCH 21, 1985

Dear Mr. Hood:

The referenced drainage plan dated March 21, 1985 is approved. Please advise your client to attach copies of the approved drainage plan to the building set for Hydrology sign-off.

For the record, I assumed that no off-site flows enter the site from the east given the existing block wall identified on your plan. If this is not a correct assumption, please advise us and provide this office with the appropriate off-site flow information.

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

Sincerely,

Fred J. Aguirre
Design Hydrologist

FJA:mrk

DRAINAGE INFORMATION SHEET

PROJECT TITLE: CARLISE BUSINESS CENTER ZONE ATLAS/DRNG. FILE #: G-17/D24

LEGAL DESCRIPTION: Lot "A", Block 1, HILTON ADDITION

CITY ADDRESS: N/A

ENGINEERING FIRM: FRANK LOVELADY & ASSOC. CONTACT: FRANK LOVELADY

ADDRESS: 7408 Morrow Rd. N.E. PHONE: 883-7973

OWNER: M.E. Associates CONTACT: Ken Hovey (agent)

ADDRESS: same as Architect PHONE: 255-9400

ARCHITECT: The Ken Hovey Design Group CONTACT: Ken Hovey

ADDRESS: 3700 Simms Ave. S.E. PHONE: 255-9400

SURVEYOR: same as Engineer CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: N/A CONTACT: _____

ADDRESS: _____ PHONE: _____

RECEIVED
APR 15 1985
HYDROLOGY SECTION

PRE-DESIGN MEETING:

xx YES

___ NO

xx COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. _____

EPC NO. _____

PROJ. NO. _____

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

xx DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

xx 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

xx BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

DATE SUBMITTED: April 12, 1985

BY: Herman Hood

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

PRE-DESIGN CONFERENCE RECAP

HYDROLOGY SECTION PROJECT NO.: G17 DATE: 3-13-85

PLANNING DIVISION NOS. EPC: _____ DRB: _____

SUBJECT: Carlisle Business Center

LEGAL DESCRIP.: Lot A Block 1 Hulton Addition

APPROVAL REQUESTED

_____ PRELIMINARY PLAT _____ FINAL PLAT

_____ SITE DEVELOPMENT PLAN X BUILDING PERMIT

_____ ROUGH GRADING

	WHO:	REPRESENTING:
ATTENDANCE:	Herman Hood	
	Carlos A Montoya	

_____ Conceptual Drainage Plan/Report required for Preliminary Plat and/or Site Development Plan sign-off.

X Approved Drainage Plan/Report required for Final Plat and/or Building Permit sign-off.

_____ Subdivision Improvements Agreement or Financial Security required.

FINDINGS: ① Drainage plan per DPM ② Free discharge from site due to (A) Building over impervious area (B) at bottom of drainage watershed ③ with site ③ City approved alley grade

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:	Carlos A Montoya	SIGNED:	
TITLE:	CE Hydrology	TITLE:	
DATE:	3-13-85	DATE:	3-13-85

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

License Agreement

Work-order

G17/D24 6939

763

RECEIVED
MAR 1986
HYDROLOGY SECTION

86 17431

AGREEMENT AND COVENANT

This agreement and covenant, between the City of Albuquerque, New Mexico ("City") and M.E. Associates _____, ("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 4200 Carlisle Blvd.N.E., in Albuquerque, New Mexico, and more particularly described as:

Business Area "A" Block 1 of Hilton Addition

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: 20' Public Alley abutting and running along business Area "A"

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): The User wishes to improve the alley along said business Area "A".

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

11-1-85

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1986 FEB 27 PM 1:48

BK _____ PG _____
DOLORES C. WALLER

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 and attached as Exhibit B. 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 (thirty) 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:

M.E. Associates
9320 Menaul Blvd N.E.
Albuquerque, New Mexico 87112
Attn: Jerry Green Gerald

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 6 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.

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 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.

CITY OF ALBUQUERQUE

Approved By:

Chief Administrative Officer
Dated: 2-21-86

ATTEST:

City Clerk

USER:

1/16/86

Approved as to form:

Assistant City Attorney 2/14/86

Reviewed by:

City Attorney

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

The foregoing instrument was acknowledged before me this 16 day of January, 1986, by Gerald Green. (User)

Notary Public

My commission expires:
March 11, 1986

OFFICIAL SEAL
SUSI CARDWELL
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 3-11-86

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

The foregoing was acknowledged before me this _____ day of _____, 19__, by _____, _____ (Title), _____ (Name of Corporation), a _____ (State of Corporation) corporation, on behalf of said corporation.

_____
Notary Public

My commission expires:

_____

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

The foregoing was acknowledged before me this _____ day of _____, 19__, by _____ (Name of acknowledging Partner or Partners), on behalf of _____ (Name of Partnership), a partnership.

_____
Notary Public

My commission expires:

_____

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

The foregoing instrument was acknowledged before me this 21st day of February, 1986, by Gene Rono, Chief Administrative Officer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Priscilla Phillips
Notary Public

My commission expires:

3-17-86

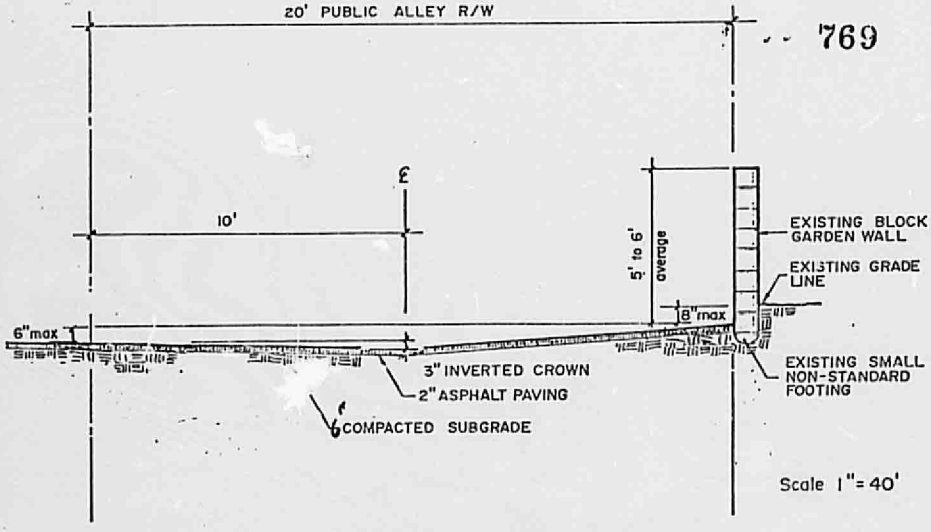
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1986 FEB 27 PM 2:48

BK 2258 PG 763-771

DOLORES C. WALLER
CO CLERK & RECORDER

11-1-85



SUB-STANDARD ALLEY X-SECTION

NOTES

- Paving section shall consit of graded and 6" compacted subgrade and two (2) inches of asphaltic concrete surface course comforming to the requirements of City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985. Pavement shall be minimum 1500 pound Marshall Stability.

- Pavement surface shall be finished free of surface ponding and shall be free draining.

- PAVEMENT SHALL BE SET TO GRADES ESTABLISHED ON DRAWING No. SG-3-76 FROM HILTON AVE TO THE N.E. CORNER OF TRACT A, BLOCK 1, HILTON ADDITION.

REVIEWED & APPROVED
1/14/85
SENIOR CIVIL ENGINEER
MOD ENGINEERING - DESIGN

EXHIBIT A

C1-167

30513

770

AMENDED PLAT OF
HILTON ADDITION
ALBUQUERQUE, NEW MEXICO

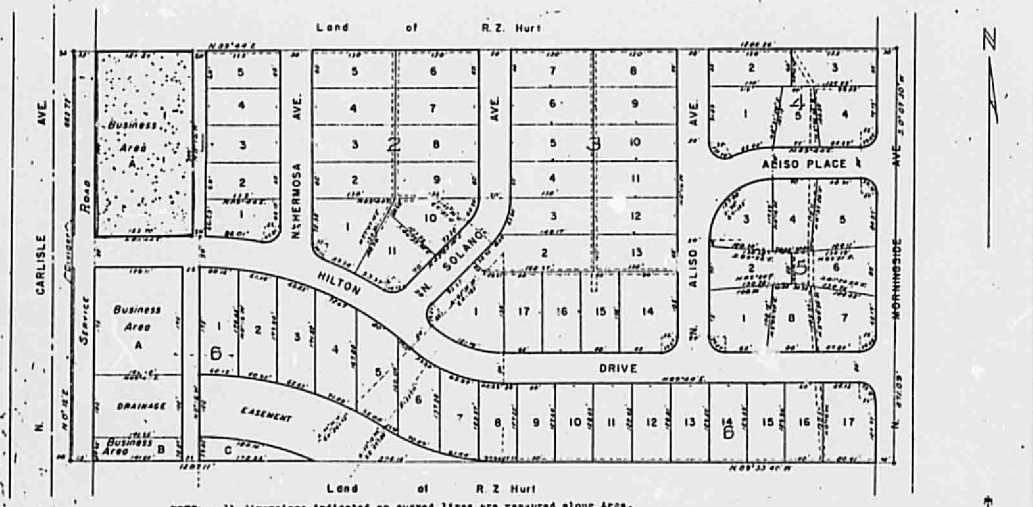
SCALE 1 IN = 100 FT

ROSS-BEYER ENGINEERING OFFICE

MAR 17, 1951 — ERR EJ ERE EWJ

APPROVED MAY 10th, 1951
CITY PLANNING COMMISSION
Albuquerque, New Mexico
by S. J. Jickson
Chairman

N°S-2

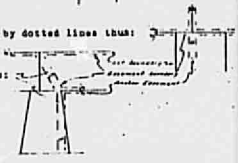


NOTE: All dimensions indicated on curved lines are measured along Arcs.

10 foot Utility Easements measured 5 feet in width on each side of lot Lines are indicated by dotted lines thus:

5 foot Utility Easements along Subdivision Boundaries are indicated by dotted lines thus:

10 foot Utility Easements "overhanging" portions of Lots are indicated by dotted lines thus: and are for overhead Utilities only.



The above and foregoing subdivision of that certain Tract of land in the City of Albuquerque, New Mexico, situate in Section 2, Township 10 North, Range 3 East, N.M.P.M., and more particularly described as follows: Beginning for the true point at the Northwest Corner of said Section 1, and running thence S.0°12'W., along the west line of said Section 2, 392.46 feet; thence N.89°44'E., 50 feet to the Northwest corner and beginning point of the tract herein described; Running from said beginning point N.89°44'E., 1286.26 feet to the Northeast corner; thence S.0°07'30"E., 671.09 feet to the Southeast corner; thence N.89°44'W., 1317.11 feet to the Southwest corner; thence N.0°12'E., along a line parallel with and 33 feet Easterly from the west line of said Section 2, 668.72 feet to the place of beginning; surveyed, platted and subdivided as the same appears hereon, comprising BLOCKS 1 to 6, inclusive, of the HILTON ADDITION, in with the free consent and in accordance with the desire of the undersigned owners and proprietors thereof.

Lyle Hilton
OWNERS AND Elinor P. Hilton

State of New Mexico }
County of Bernalillo } ss.

On this 2nd day of April, 1951, before me, a Notary Public in and for said County, personally appeared LYLE HILTON and ELINOR P. HILTON, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and date last above written.

Notary Public

My Commission expires September 7th, 1954.

I, [illegible] V. [illegible], City Clerk of the City of Albuquerque, New Mexico, hereby certify that the [illegible] of HILTON ADDITION, upon which this certificate appears, was approved and accepted for filing by the City Commission of said City at its meeting held on the 22nd day of May, 1951.

Amended

City Clerk

THIS MICROIMAGE IS THE BEST POSSIBLE REPRODUCTION DUE TO THE POOR QUALITY OF THE ORIGINAL DOCUMENT.

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EXHIBIT "B"
AGREEMENT AND COVENANT

ATTACHMENT TO AGREEMENT AND COVENANT FOR _____

TO PLACE PAVING IN THE ALLEY BETWEEN Hermos St. NE

and Carlisle Blvd. NE from Hilton Ave. NE to

The North edge of Tract A, Block 1, Hilton Addition.

DATED: Janury 16, 1986

DESIGN AND CONSTRUCTION STANDARDS REQUIRED

1. Paving shall be placed on grades approved by the City Engineer. Reference City Project No. SG-9-76.

2. Paving section shall consist of graded and compacted subgrade and two (2) inches of asphaltic concrete surface course comforming to the requirements of City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985. Pavement shall be minimum 1500 pound Marshall Stability.

3. Pavement surface shall be finished free of surface ponding and shall be free draining.

MAINTENANCE REQUIREMENTS AND STANDARDS

1. Pavement surface provided shall be maintained in a sound condition free from ponding, chuckholes, pavement breaks and in a safe condition.

2. And defects creating a hazardous condition to traffic shall immediately be repaired to the satisfaction of the City Engineer by the User at no cost to the City.