

DRAINAGE INFORMATION SHEET

PROJ. TITLE: Trawl Inc. ZONE ATLAS. DRAINAGE FILE # H-17/049
 LEGAL DESCRIPTION: SE 1/4 of Sec. 11, T10N, R3E, N1/2 PM
 CITY ADDRESS: Menard + San Mateo / 2529 San Mateo NE
 ENGINEERING FIRM: Weiss-Hines Engineering, Inc. CONTACT: Chris Weiss

ADDRESS: 1100 Alvarado N.E. PHONE: 266-3444

OWNER: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

ARCHITECT: Weller + Coppedge CONTACT: Kes R.

ADDRESS: 401-D Alvarado SE PHONE: 255-8270

SURVEYOR: Ron Forstbamer Surveying Co. CONTACT: Ron F.

ADDRESS: Rio Rancho PHONE: _____

CONTRACTOR: _____ CONTACT: _____

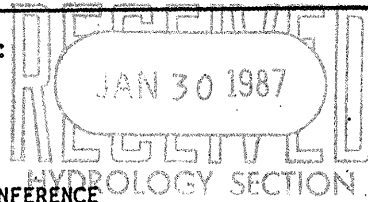
ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

____ YES

X NO

____ COPY OF CONFERENCE
RECAP SHEET PROVIDED



DRB. NO. _____

EPC NO. _____

PROJECT NO. _____

TYPE OF SUBMITTAL:

____ DRAINAGE REPORT

X DRAINAGE PLAN

____ CONCEPTUAL GRADING & DRAIN PLAN

X GRADING PLAN

____ EROSION CONTROL PLAN

____ ENGINEER'S CERTIFICATION

____ Resubmittal

CHECK TYPE OF APPROVAL SOUGHT:

____ SECTOR PLAN APPROVAL

____ SKETCH PLAT APPROVAL

____ PRELIMINARY PLAT APPROVAL

____ SITE DEVELOPMENT PLAN APPROVAL

____ FINAL PLAT APPROVAL

X BUILDING PERMIT APPROVAL

____ FOUNDATION PERMIT APPROVAL

____ CERTIFICATE OF OCCUPANCY
APPROVAL

____ ROUGH GRADING PERMIT APPROVAL

____ GRADING/PAVING PERMIT APPROVAL

____ OTHER _____ (SPECIFY)

DATE SUBMITTED: 1-29-87

BY: Weiss-Hines Eng. Inc.

REV. 10/85

10

DATE RECEIVED _____

BY _____



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

May 26, 1987

Chris Weiss, P.E.
Weiss-Hines Engineering, Inc.
1100 Alvarado, Ne
Albuquerque, New Mexico 87110

RE: TAURUS REALTY GROUP (G-17/D49)
RECEIVED MAY 18, 1987

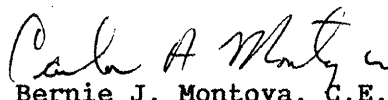
Dear Chris:

I am in receipt of the access and drainage easement documents required for the above referenced drainage plan. Prior to Certificate of Occupancy release, we will need an updated "Agreement Imposing Covenants Running With Land" document which does not make the City a part of the agreement.

Also, please be advised that a separate permit for construction within City right-of-way is required.

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

Cordially,

for 
Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

February 19, 1987

Chris Weiss, P.E.
Weiss-Hines Engineering, Inc.
1100 Alvarado, NE
Albuquerque, New Mexico 87110

RE: REVISED DRAINAGE PLAN FOR RETAIL SPACE
TAURUS REALTY GROUP (H-17/D49) RESUBMITTAL BLOCK DATED JANUARY
27, 1987

Dear Chris:

Based on the information provided on your resubmittal of January 30, 1987, the above referenced drainage plan is approved for Building Permit.

Please be advised that the building permit will not be released until approval and submittal of the access and drainage easement in question have been processed.

If for some reason the above easements cannot be obtained, a revised drainage plan will be required.

Please be advised that a separate permit within City right-of-way is required.

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

Cordially,

Bernie J. Montoya, C.E.
Engineering Assistant

cc: Becky Sandoval

BJM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

AGREEMENT IMPOSING COVENANTS
RUNNING WITH LAND

THIS AGREEMENT, entered into this 30th day of April, 1987, by and between TRIPLE J DEVELOPMENT, LTD., a New Mexico limited partnership, and LYNN ATKINSON and ~~DONNA ATKINSON~~ ^{TEXAS} (hereinafter collectively "Atkinson") and TRAWAL, INC., a ~~New Mexico~~ corporation ("Trawal") agrees as follows: *J.C. Atkins*

R E C I T A L S :

WHEREAS, Atkinson owns a certain parcel of real property (hereinafter "Atkinson's Property") more fully described in Exhibit A attached hereto and incorporated herein by this reference; and,

WHEREAS, Trawal owns a certain parcel of property adjacent to Atkinson's Property and more fully described in Exhibit B attached hereto and incorporated herein by this reference (hereinafter "Trawal's Property"); and,

WHEREAS, Trawal intends to develop Trawal's Property and as part of that development will require access to a City of Albuquerque's drainage facility for natural surface water across Atkinson's Property; and, *OK*

WHEREAS, the parties seek to create a covenant running with the land which allows for the drainage from Trawal's Property of natural surface water across Atkinson's Property; and,

WHEREAS, since the drainage access across Atkinson's Property is for Trawal's convenience and benefit, Trawal agrees to indemnify, defend and hold Atkinson harmless from any and all claims, obligations, liabilities and costs associated with allowing and maintaining the access; and,

WHEREAS, at the request of Trawal, Atkinson has executed a Drainage Covenant with the City of Albuquerque dated May 5, 1987, a copy of which is attached hereto as Exhibit C and incorporated herein by this reference, *J.C. Atkins*

NO → NOW, THEREFORE, in consideration of the Drainage Covenant with the City of Albuquerque and the promises contained herein, the parties agree to the following:

1. Atkinson, for consideration hereby acknowledged, grants to Trawal the right for Trawal to use the Northeast corner of Atkinson's Property for drainage of natural surface water from Trawal's Property through Atkinson's Property and into a City of Albuquerque's drainage facility along the south edge of Menaul Blvd.

2. Atkinson's permission to use their property for drainage, as described above, is restricted to surface water directly attributable to natural precipitation such as rain, snow, hail, and sleet.

3. Atkinson's permission to Trawal to use Grantor's Property as a drainage easement shall continue only so long as the City of Albuquerque maintains a storm drainage facility into which Trawal's surface water can drain after it leaves Atkinson's Property. If and when the City of Albuquerque does

no exhibit C

not provide the drainage facility adjacent to Grantor's Property and/or that drainage facility is no longer operational for whatever reason, Trawal's use of Atkinson's Property as a drainage easement shall terminate and Trawal or its successor shall be required to contain any surface water within the boundaries of Trawal's Property.

4. Trawal agrees to indemnify, defend, and hold Atkinson harmless from and against all claims, obligations, liabilities, damages, losses, and expenses, including reasonable attorneys' fees associated with this drainage easement including any demand for construction or repair or any claim arising from such demand on the part of the City of Albuquerque, its successors and assigns pursuant to the Drainage Covenant. Trawal further agrees to reimburse Atkinson any and all sums of money expended for the purpose of repairing Atkinson's Property from damages attributable to the drainage of Trawal's surface water.

5. The covenants, restrictions, benefits, and obligations hereunder shall create mutual benefits and subtitudes upon Atkinson's Property and Trawal's Property running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, lessees, successors, and assigns.

6. All matters affecting the interpretation, modification, or enforcement of this Agreement and the rights of the parties hereto, shall be governed by the laws of the State of New Mexico.

7. The parties agree that this Agreement contains the entire understanding of the parties, there being no representations, promises, warranties, covenants, or undertakings other than those expressly set forth herein.

8. No change or modification of this Agreement shall be valid unless the same be in writing and signed by all parties hereto.

9. This Agreement shall be enforceable by any party hereto, by legal proceedings or otherwise, in the same manner as any other contract. The prevailing party shall have the right to recover reasonable attorneys' fees and costs in any proceeding to enforce this Agreement.

10. All statements contained in the Recital portion of this Agreement are hereby incorporated into the text of this Agreement and shall be binding on the parties.

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

TRIPLE J DEVELOPMENT, LTD., a New
Mexico limited partnership

By 

, General Partner

Lynn Atkinson
LYNN ATKINSON

Donna Atkinson
DONNA ATKINSON

TRAWAL, INC.

By W. J. Atkinson

Its Vice President

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

The foregoing instrument was acknowledged before me this 5th day of May, 1987, by Lynn Atkinson, a general partner of Triple J Development, Ltd., a New Mexico limited partnership.

My commission expires:

3/17/1990



OFFICIAL SEAL

Signature William Darling

Notary Public
WILLIAM DARLING

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires 3/17/1990

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

The foregoing instrument was acknowledged before me this 5th day of May, 1987, by Lynn Atkinson.

My commission expires:

3/17/1990



OFFICIAL SEAL

Signature William Darling

Notary Public
WILLIAM DARLING

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires 3/17/1990

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

The foregoing instrument was acknowledged before me this 5th day of May, 1987, by Donna Atkinson.

My commission expires:

3/17/1990



Texas
STATE OF ~~NEW MEXICO~~)
) ss.
Dallas
COUNTY OF ~~BERNALILLO~~)

The foregoing instrument was acknowledged before me this 30th day of April, 1987, by Godfrey Traub, Vice President of Trawal, Inc., a ~~New Mexico~~ Texas corporation, (~~not~~) having a corporate seal, with the authority of its board of directors, who personally appeared before me and acknowledged the foregoing instrument as the free act and deed of the corporation for the uses and purposes set forth herein.

J. D. Hackney J. D. Hackney
Notary Public

My commission expires:

5-5-90

DRAINAGE COVENANT

This Drainage Covenant between TRIPLE J DEVELOPMENT, LTD., a New Mexico limited partnership, and LYNN ATKINSON and DONNA ATKINSON, husband and wife ("Owners"), whose address is HZR Box 72, Payson, Arizona 85541, and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico, 87103, is made in Albuquerque, Bernalillo County, New Mexico, and is entered into as of the date Owners sign this Covenant. NO

1. Recital. Owners are the owners of certain real property in Bernalillo County, New Mexico (the "Property"), which is more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference.

Pursuant to City ordinances, regulations, and other applicable laws, the Owners are required to construct and maintain certain drainage facilities on the Property, and the parties wish to enter into this Agreement to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facilities. Owners shall construct the following "Drainage Facility" within the Property at Owners' sole expense in accordance with the standards, plans, and specifications approved by the City. The Drainage facility consists of the existing asphalt driveway which will serve as drainage outlet from adjoining site.

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

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

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

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owners requiring the Owners to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 12, and the Owners will comply promptly with the requirements of the Notice. The Owners will perform all required work by the Deadline, at Owners' sole expense.

6. Failure to Perform by Owners and Emergency Work by City. If the Owners fail to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the Owners for the cost of the work and

for any other expenses or damages which result from Owners' failure to perform. The Owners agree promptly to pay the City within thirty (30) days after the City gives the Owners written notice of the amount due, the City may impose a lien against Owners' Property for the total resulting amount.

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

8. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Owners harmless from any and all liability arising from the City's negligent use of the Drainage Facility. The City does not agree to save Owners harmless from any liability which may arise from Owners' use of the Drainage Facility and the Property. No

9. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and Owners' covenants released by the City followed by the City's mailing to the Owners 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 in the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

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

11. Notice. For purposes of giving formal written notice to the Owners, Owners' address is:

HZR Box 72
Payson, AZ 85541

Notice may be given to Owners 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 Owners within six (6) days after the notice is mailed if there is no actual evidence of receipt. Owners may change Owners' address by giving written notice of the change by certified mail, return receipt requested, to the City Public Works Department, P. O. Box 1293, Albuquerque, New Mexico 87103

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

13. Binding on Owners' Property. The covenants and obligations of the Owners set forth herein shall be binding on Owners, their heirs, assigns, and successors and on Owners' Property and constitute covenants running with Owners' 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.

18. Form Not Changed. Owners agree that changes to the wording of this form are not binding upon the City unless initialed by the Owners and approved and signed by the City Legal Department in writing on this form.

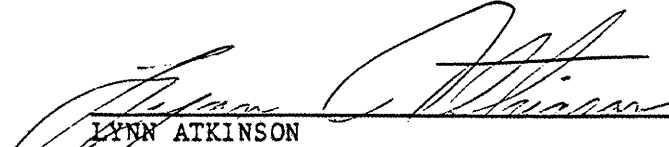
Dated: May 5, 1987


OWNERS:

TRIPLE J DEVELOPMENT, LTD., a
New Mexico limited partnership

By 

Its GENERAL PARTNER

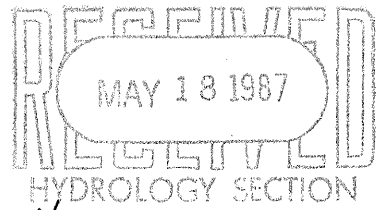

LYNN ATKINSON


DONNA ATKINSON

[illegible]

EXHIBIT-A

EASEMENT AGREEMENT



THIS AGREEMENT, made this 30th day of April, 1987, between TRIPLE J DEVELOPMENT, LTD., a New Mexico limited partnership, LYNN ATKINSON and DONNA ATKINSON (collectively referred to as "Atkinson"), and TRAWAL, INC., a ~~New~~ ^{Texas} ~~Mexico~~ corporation (hereafter "Trawal"), agrees and covenants as follows:

R E C I T A L S :

WHEREAS, Atkinson owns a certain parcel of real property ("Atkinson's Property") which is described in Exhibit A attached hereto and incorporated by this reference; and,

WHEREAS, Trawal owns a certain parcel of real property ("Trawal Property") which is described in Exhibit B attached hereto and incorporated by this reference; and,

WHEREAS, the parties to this Agreement desire to create access and common driveways between their respective parcels of Property for the benefit of each of them,

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. Accesses. Each party hereby grants to the other party an easement to utilize the access respectively between the real property described in Exhibits A and B. The purpose of said easement is to permit unrestricted vehicular and pedestrian ingress and egress to and from Atkinson's and Trawal's Property.

2. Access Location. The access location points shall be as described in the site plan attached hereto as Exhibit C and incorporated herein by this reference.

3. Scope of Easement. The easements referred to in Paragraph 1 shall inure to the benefit of each of the parties, their employees, invitees, customers, franchisees, lessees, agents, heirs, and assigns and shall run with the land.

4. Paving and Ramp. The cost of construction of the access between the parties' property shall be borne in equal shares by the parties. For the purposes hereof, cost of construction shall include cost of paving, ramping, and additional curbs and fills.

5. Repairs and Maintenance. The cost of any necessary repairs or maintenance to said access shall be borne by the parties, in equal shares, unless otherwise specified by other agreements between the parties not contained herein.

6. No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the access, by either party, which shall prevent or impair the use or exercise of any of the easements granted herein, save where such are necessary on a temporary basis for maintenance or repairs.

7. Parking. Each party shall use its best efforts to ensure that customers of businesses on its Property utilize only the parking on its Property and not that provided on the other Property. Each party undertakes that it, its agents, contractors, lessees, and employees and the employees, agents, contractors, and customers of its lessees will not be allowed at any time to park their vehicles on the Property of the other party.

8. Default. If any party shall, during the term of this Agreement, fail to perform an obligation required hereunder, the other party shall be entitled to deliver written notice to the defaulting party specifying the nature of the default. If the defaulting party has failed to cure the default within

thirty (30) days of delivery of the notice, the party suffering the default shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation of this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party for the costs thereof with interest at the maximum rate allowed by law. The remedies herein above will not be construed to be exclusive, and exercise of such remedies shall not be construed in any way as a waiver of other remedies in law or equity.

9. Notice. Notice provided for herein shall be deemed delivered upon delivery to the person, or upon mailing, first class via postage paid, return receipt requested to Atkinson at HZR Box 72, Payson, AZ 85541, and to Trawal at 14285 Midway Rd., Suite 135, Dallas, Texas 75244 or at such other address as either of the parties may specify in writing.

10. Survival of Representations and Warranties. All representations, covenants, and warranties made hereunder shall not be deemed to merge into any of the closing documents and shall survive the closing.

11. Duration. Unless otherwise canceled and terminated, this Agreement and all the easements, rights, and obligations hereof shall automatically terminate and be of no further force or effect after fifty (50) years from the date hereof.

12. Rights and Obligations of Successors. The easements, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes upon the parties' Property running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, lessees, successors, and assigns.

13. Recording. The parties hereto understand and agree that this Easement Agreement shall be recorded in the real property records of Bernalillo County, New Mexico.

14. Recitals. All representations, covenants, and warranties contained in the "Recitals" section of this Agreement are hereby incorporated into the text of this Agreement and shall be binding upon the parties.

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

TRIPLE J DEVELOPMENT, LTD., a New
Mexico limited partnership

By 

General Partner


LYNN ATKINSON


DONNA ATKINSON

TRAWAL, INC.

By 

Its Vice President

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

The foregoing instrument was acknowledged before me this 11th day of May, 1987, by Joe Atkinson, a general partner of Triple J Development, Ltd., a New Mexico limited partnership.

My commission expires:



OFFICIAL SEAL

Notary Public

WILLIAM DARLING

NOTARY PUBLIC - NEW MEXICO

My Bond Filed with Secretary of State

My Commission Expires 3/17/1990

ARIZONA
STATE OF ~~NEW MEXICO~~)
) ss.
PIMA
COUNTY OF ~~BERNALILLO~~)

The foregoing instrument was acknowledged before me this 5th day of May, 1987, by Lynn Atkinson.

My commission expires:

Jerry A. Sisto
Notary Public

My Commission Expires August 15, 1988

ARIZONA
STATE OF ~~NEW MEXICO~~)
) ss.
PIMA
COUNTY OF ~~BERNALILLO~~)

The foregoing instrument was acknowledged before me this 5th day of May, 1987, by Donna Atkinson.

My commission expires:

Jerry A. Sisto
Notary Public

My Commission Expires August 15, 1990

Texas
STATE OF ~~NEW MEXICO~~)
) ss.
Dallas
COUNTY OF ~~BERNALILLO~~)

The foregoing instrument was acknowledged before me this 30th day of April, 1987, by Godfrey Traub, Vice President of Irawal, Inc., a Texas corporation, (not) having a corporate seal, with the authority of its board of directors, who personally appeared before me and acknowledged the foregoing instrument as the free act and deed of the corporation for the uses and purposes set forth herein.

My commission expires:

J. D. Hackney J. D. Hackney
Notary Public

5-5-90

EXHIBIT A

Real Property Description of Triple J Development, Ltd., a New Mexico limited partnership, Lynn Atkinson and Donna Atkinson, as tenants in common.

Tract A-1, in Block 1, of VIDAS SUBDIVISION, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on July 25, 1985, Map Book C27, Folio 181.

EXHIBIT B

SECOND GRANTOR:

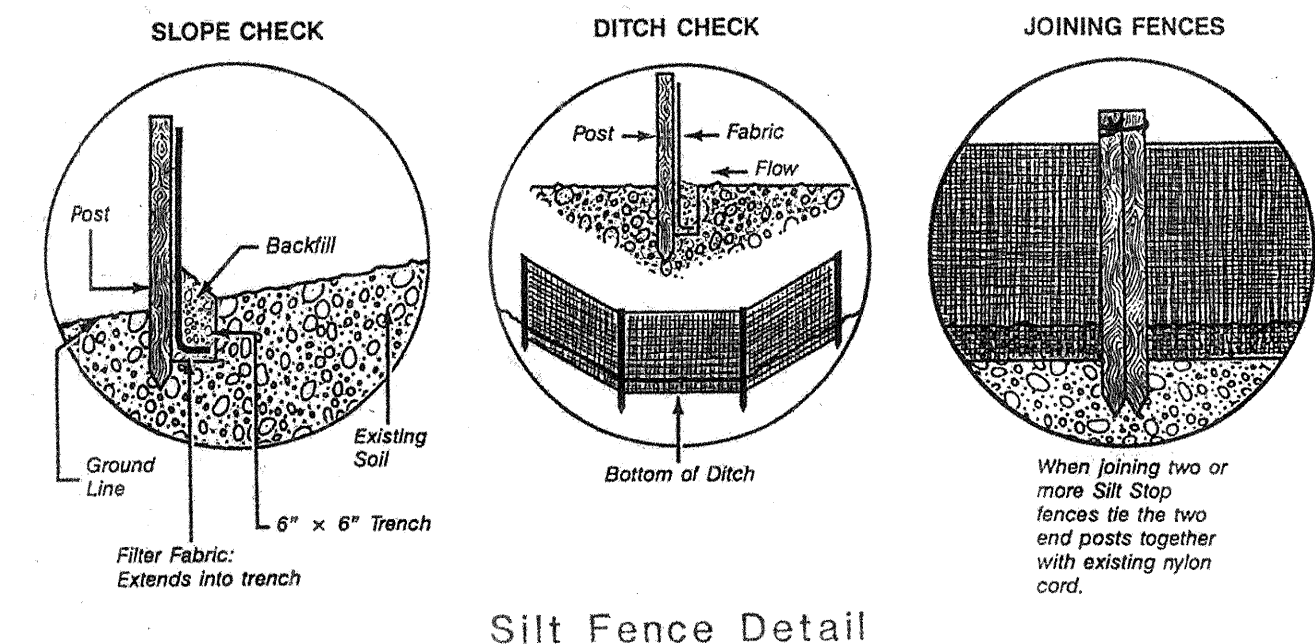
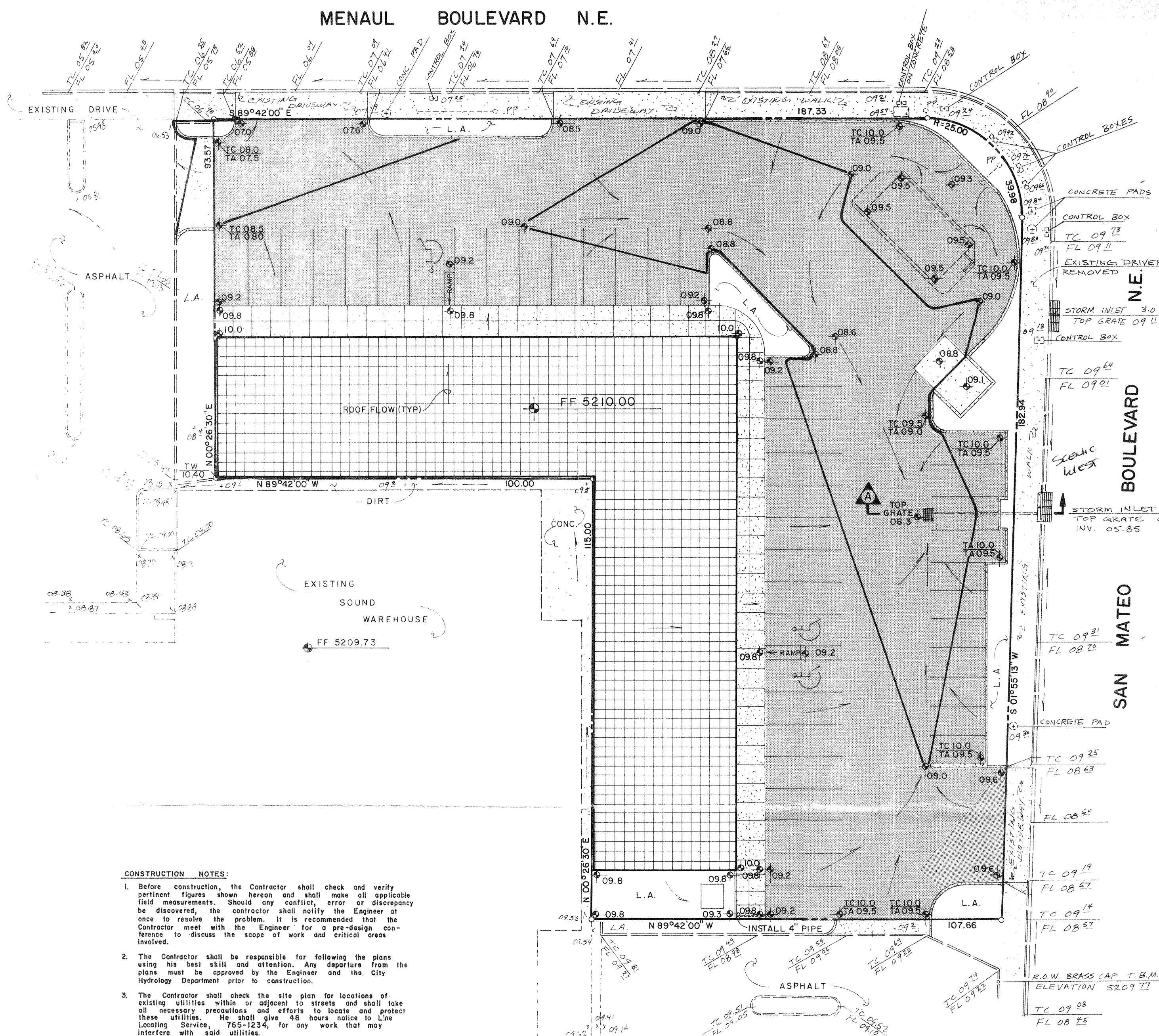
TRAWAL, Inc., a ^{Texas} ~~New Mexico~~ corporation

Real Property Description:

LEGAL DESCRIPTION

A certain tract of land situate within the Southeast quarter (SE $\frac{1}{4}$) of Section 11, Township 10 North, Range 3 East, N.M.P.M., as the same is shown and designated on the Land Division Plat (LD-73-136) thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on March 8, 1973, in Volume D-5, folio 109, EXCEPTING THEREFROM additional right-of-way taking deeded to the City of Albuquerque, and being more particularly described as follows:

BEGINNING at the Northwest corner of said tract, a point on the South right-of-way of Menaul Blvd. NE, being the same Northeast corner of Tract A01 of the Plat of Tracts A-1 and A-2, Block 1, VIDAS SUBDIVISION, as the same is shown and designated on said plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on July 25, 1985, in Volume C-27, folio 181; thence along said Menaul Blvd. right-of-way, S 89° 42' 00" E, 187.33 feet to a point of curvature along the right-of-way common to Menaul Blvd. NE and San Mateo Blvd. NE, a curve to the right having a radius of 25.00 feet, a distance of 39.98 feet to a point of tangent; thence, S 01° 55' 13" W, 182.94 feet along the West of right-of-way of San Mateo Blvd. NE to the Southeast corner; thence leaving said right-of-way, N 89° 42' 00" W, 107.6 feet to the Southwest corner; thence, N 00° 26' 30" E, 115.00 feet to a point; thence N 89° 42' 00" W, 100.00 feet to a point; thence, N 00° 26' 30" E, 93.57 feet to the point of beginning, and containing 0.7399 acres, more or less.



CATCH BASIN

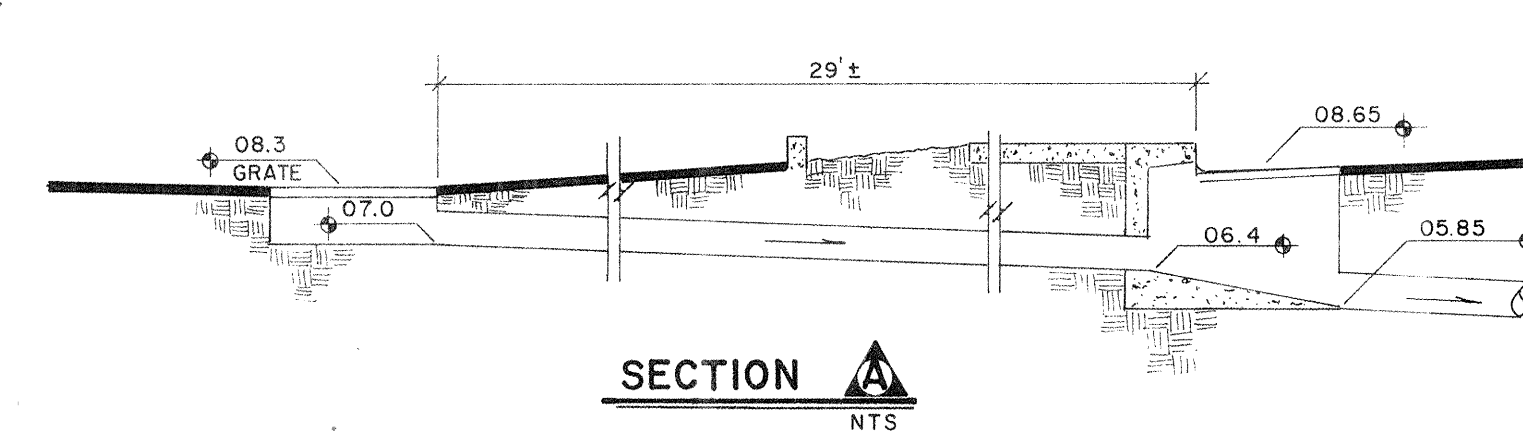
City Standard Drawing K-6 and K-9. Grate capacity for a single type 'D' in a sump condition.

Clear opening area = 6 ft² for a 6" head, capacity = 3.5 cfs/ft² = 21 cfs. Capacity required = 2 cfs.

PIPE CAPACITY

Minimum slope of 2% for an 8" Schedule 40 PVC pipe, capacity = 2.5 cfs (Kutter's Monographs). Make pipe connection into back of existing storm inlet as shown. Refer to City Standard Drawing K-17 for connection details.

SECTION A



- LEGEND**
- 12.7X SIDEWALK, CURB & GUTTER (EXISTING, PROPOSED)
 - PROPOSED ASPHALT
 - BUILDING (EXISTING, PROPOSED)
 - PROPERTY LINE
 - EXISTING SPOT ELEVATION
 - EXISTING CONTOUR
 - PROPOSED SPOT ELEVATION
 - PROPOSED CONTOUR
 - SURFACE FLOW DIRECTION (EXISTING, PROPOSED)
 - LANDSCAPED AREA
 - T.O.W. TOP OF GRADE WALL (LESS THAN 18" HIGH)
 - T.R.W. TOP OF RETAINING WALL (MORE THAN 18" HIGH)
 - T.A. TOP OF ASPHALT
 - T.G. TOP OF CURB
 - F.L. FLOW LINE
 - F.F. FINISHED FLOOR

SCOPE:

A new retail space is planned at the southwest corner of Menaul and San Mateo Boulevards. The site was previously occupied by an Exxon station, which covered the entire area with pavement and building. The proposed retail use will not cover an equivalent area due to the use of increased landscaping. The flow patterns for the Exxon improvements drained 1/3 of the site to Menaul and 2/3 of the site to San Mateo. These flows left the site by flowing over the walks and driveways. The proposed site will drain 1/3 of the area to Menaul Blvd., with the flows discharging across a driveway into the street. The remainder of the site will drain to an on-site catch basin, which will be connected to the San Mateo Storm Drain. The site is not affected by offsite drainage, nor does it contribute runoff to the adjoining sites.

The intent of this plan is to show:

- Grading relationships between the existing ground elevations and proposed finished elevations in order to facilitate positive drainage to designated discharge points.
- The extent of proposed site improvements, including buildings, walks and pavement.
- The flow rate/volume of rainfall runoff across or around these improvements and methods of handling these flows to meet City requirements for drainage management.
- The relationship of onsite improvements with existing neighboring property to insure an orderly transition between proposed and surrounding grades.

GENERAL NOTES

LEGAL: A certain tract of land situated within the southeast 1/4 of Section 11, T10N, R3E, NMPM, as shown on Land Division Plat LD-73-136, filed March 8, 1973 in Vol. D-5, folio 109.

SURVEYOR: Ron Forstbauer Surveying Co., September 22, 1986.

B.M.: Brass cap NM 367-8, located in median of San Mateo Blvd., N.E., 22' north of intersection with Cutler Avenue, N.E. Elevation 5,204.26.

T.B.M.: R.J.W. Brass Cap, 15' south of southeast property corner, on San Mateo Right-of-way. Elevation 5,209.77.

FLOOD HAZARD: Site is not located in a flood hazard zone. (FIRM #23)

OFF-SITE DRAINAGE: Site is unaffected by offsite drainage due to San Mateo and Menaul Bldgs. Adjoining areas to the west and south do not contribute runoff to the site.

SEDIMENT CONTROL: Contractor will be responsible for providing sediment control at the low points of the site to prevent damage to adjoining areas. See silt fence detail, this sheet.

CALCULATIONS: Calculations are based on the City of Albuquerque D.P.M. Manual, Vol. II for the 100-year, 6-hour storm, using the Rational Formula to compare the existing and proposed runoff rates.

RATIONAL METHOD- Q = CIA

Area of site: 31,667 sq.ft. = 0.72 Ac.

Run-off coefficient:

Existing site:	Developed Site:
Paved Area = 31,667 ft ²	Roof Area = 9,000 ft ²
	Landscaped Area = 1,600 ft ²
	Paved Area = 21,067 ft ²
$C_p = \frac{31,667(0.95)}{31,667} = 0.95$	$C_p = \frac{9,000(0.95)}{31,667} = 0.27$
	$C_l = \frac{1,600(0.40)}{31,667} = 0.02$
	$C_p = \frac{21,067(0.95)}{31,667} = 0.63$
Composite C = 0.95	Composite C = 0.92

Rainfall Intensity:

$I = P_0 (6.84) T^{-0.51} = 4.86$ per hour
where $P_0 = 2.3$ (DWM 2272 D-1)
 $T_c = 10$ minutes

Existing Condition:

$Q_{100} = (0.95)(4.26)(0.72) = 3.3$ cfs

Developed Condition:

$Q_{100} = (0.92)(4.86)(0.72) = 3.2$ cfs

SUMMARY:

$Q_{100} = (3.3)-(3.2) = 0.1$ cfs (decrease)

One-third of the site will drain to Menaul, leaving by way of a driveway at the northwest corner. The remainder of the site will drain to an onsite catch basin for discharge into the San Mateo Storm Drain. The City Storm Management Manual shows an analysis part at Menaul and San Mateo, AP607. The 100-year flow at AP607 is 155 cfs, with a storm drain capacity available of 175 cfs. The storm drain system handles all flows with no street flow required.

Free discharge from the site should be allowed due to downstream capacity of both the street and storm drain systems.

NOTICE TO CONTRACTOR

- An excavation/construction permit will be required before beginning any work within City right-of-way. An approved copy of these plans must be submitted at the time of application for this permit.
- All work detailed on these plans to be performed, except as otherwise stated or provided herein, shall be constructed in accordance with Albuquerque Interim Standard Specifications for Public Works Construction.
- Two working days prior to any excavation, contractor must contact Line Locating Service, 765-1234, for location of existing utilities.
- Prior to construction, the contractor shall excavate and verify the horizontal and vertical locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved within a minimum amount of delay.
- Backfill compaction shall be according to Atterberg street use.
- Maintenance of these facilities shall be the responsibility of the Owner of the property served.
- Contractor is responsible for obtaining excavation permit for sidewalk calver/drain.
- Proof of acceptance will be required prior to sign off for Certificate of Occupancy (C.O.).

DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY

DESIGN APPROVAL: *Christopher L. Weiss* 12-10-86
Hydrology Section Date

INSPECTION APPROVAL: _____ Date

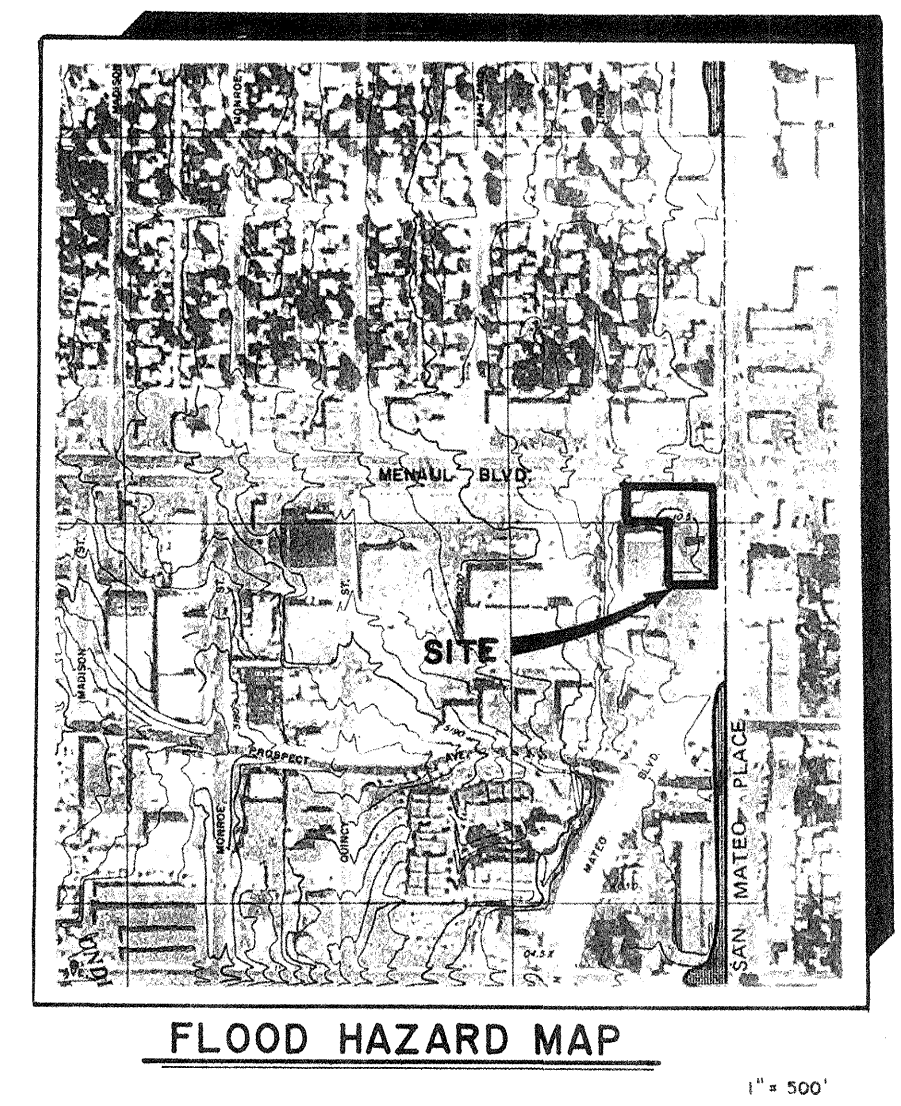
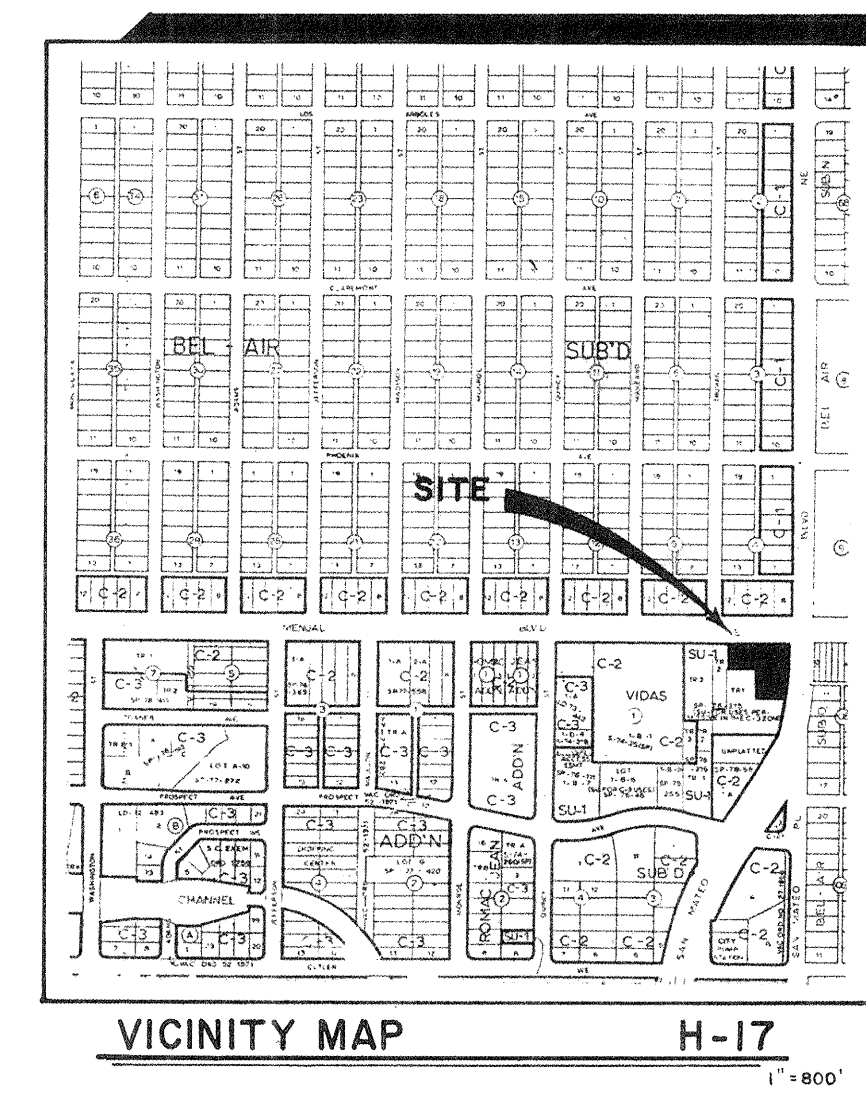
ACCEPTANCE: _____ Date

RESUBMITTAL 12 - 9 - 86
MOVED TRASH ENCLOSURE FROM S.E. CORNER TO N.E. SIDE OF LOT.

Chris Weiss 12-10-86
CHRISTOPHER L. WEISS, P.E. DATE

RESUBMITTAL 1 - 27 - 87
ADDED SILT FENCE DETAIL

Chris Weiss 1-27-87
CHRISTOPHER L. WEISS, P.E. DATE



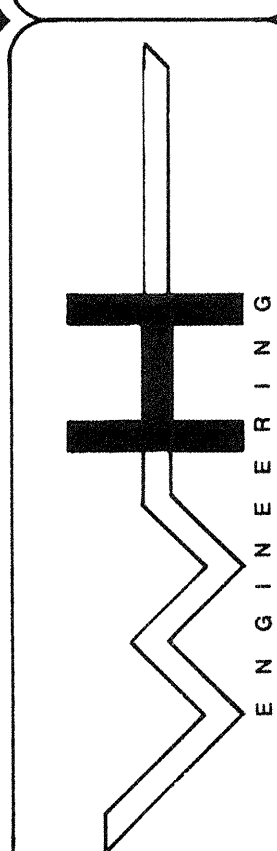
*of all plans
responsibility
for verifying
accuracy*

WEISS-HINES ENGINEERING, INC.
1100 ALVARADO N.E. SUITE B
ALBUQUERQUE, NEW MEXICO 87110
(505) 266-3444

REVISIONS	DATE
DESIGNED <i>C.W.</i>	12-10-86
DRAWN <i>C.W.</i>	12-10-86
CHECKED <i>C.W.</i>	12-10-86

DRAINAGE/GRADING PLAN

RETAIL SPACE FOR:
TRAWAL INC.



CHRISTOPHER L. WEISS
Professional Engineer
No. 10,000
State of New Mexico
A-11
SHEET 2 OF 10