

DRAINAGE INFORMATION SHEET

CITY OF ALBUQUERQUE, N.M.

PROJECT TITLE: Garage Addition ZONE ATLAS/DRNG. FILE #: J15/ D36
LEGAL DESCRIPTION: Parcel A, Surgical Assoc. PA - Profit Sharing Plan
CITY ADDRESS: 1613 University Blvd. N.E.
ENGINEERING FIRM: Louis Gross & Assoc. Inc. CONTACT: Louis Gross
ADDRESS: 925 Sixth St. N.W. PHONE: 243-6353
OWNER: 1613 Universtiy Investment Assoc. CONTACT: L. Wayne Davis
ADDRESS: 4411 Altura Ave. N.E. PHONE: 255-8840
ARCHITECT: Bill Mc Connell CONTACT: Bill Mc Connell
ADDRESS: 11927 Menaul N.E. PHONE: 293-8777
SURVEYOR: Louis Gross & Assoc. Inc. CONTACT: Louis Gross
ADDRESS: 925 Sixth St. N.W. PHONE: 243-6353
CONTRACTOR: Clay Goodin CONTACT: Clay Goodin
ADDRESS: 4113 Eubank N.E. PHONE: 293-1131

PRE-DESIGN MEETING:

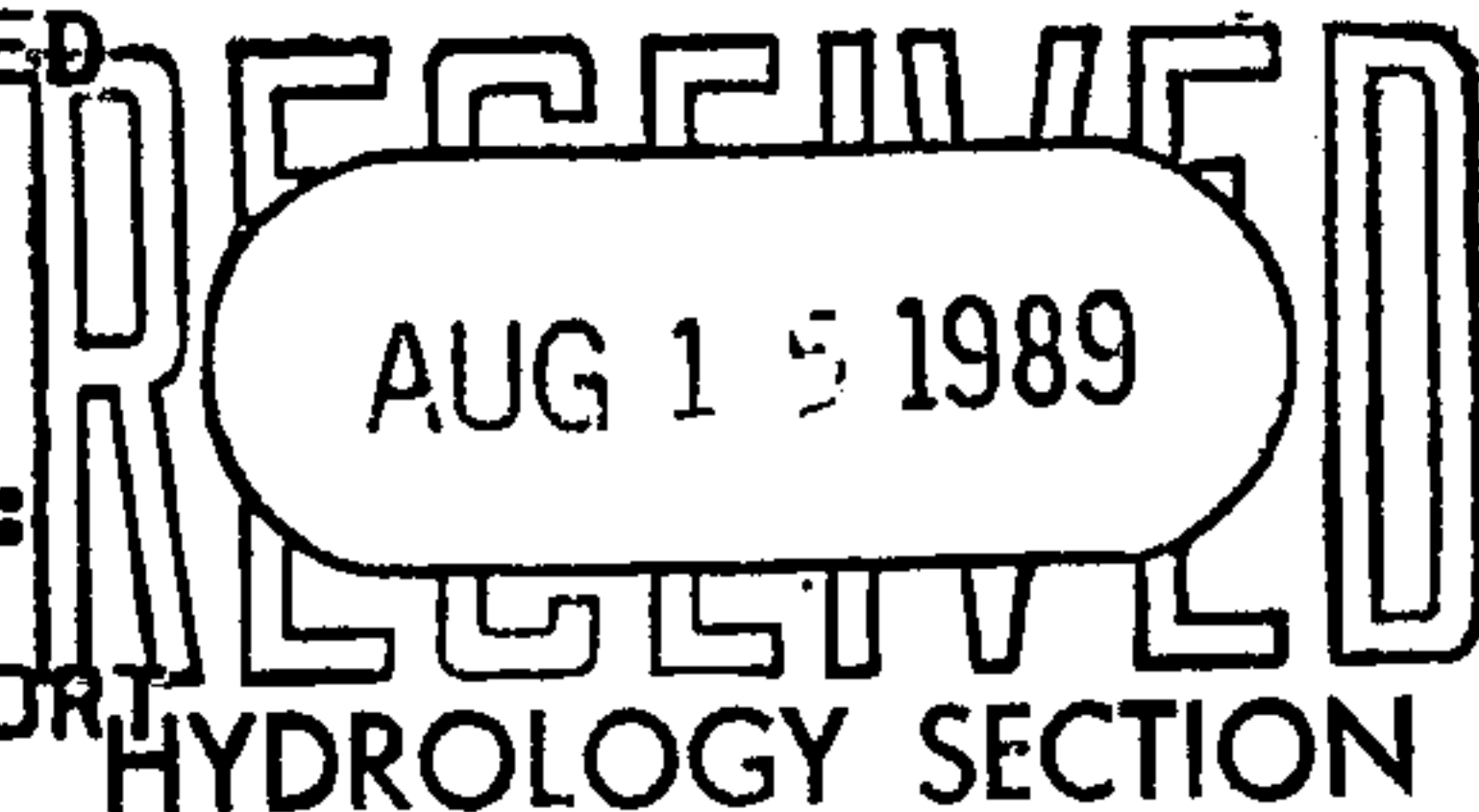
☐ YES☒ NO☐ COPY OF CONFERENCE RECAP
SHEET PROVIDED

DRB NO. _____

EPC NO. _____

PROJ. NO. _____

TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT☒ DRAINAGE PLAN☐ CONCEPTUAL GRADING & DRAINAGE PLAN☒ GRADING PLAN☐ EROSION CONTROL PLAN☐ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL☐ PRELIMINARY PLAT APPROVAL☐ SITE DEVELOPMENT PLAN APPROVAL☐ FINAL PLAT APPROVAL☒ BUILDING PERMIT APPROVAL☐ FOUNDATION PERMIT APPROVAL☐ CERTIFICATE OF OCCUPANCY APPROVAL☐ ROUGH GRADING PERMIT APPROVAL☐ GRADING/PAVING PERMIT APPROVAL☐ OTHER _____ (SPECIFY)DATE SUBMITTED: 8/15/89BY: Louis W. Gross

Louis W. Gross

FILE COPY



KEN SCHULTZ
MAYOR

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

August 21, 1989

Louis Gross, P.E.
Logan/Gross & Associates, Inc.
925 Sixth Street, NW Suite 3
Albuquerque, New Mexico 87102

RE: DRAINAGE PLAN FOR AN ADDITION TO PARCEL A, SURGICAL
ASSOCIATION (J-15/D36) REVISION DATED AUGUST 15, 1989

Dear Mr. Gross:

Based on the information provided on your submittal of August 15, 1989,
the above referenced plan is approved for Building Permit.

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

Please be advised that any future construction will require an updated
submittal for review.

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

Cordially,

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj

PUBLIC WORKS DEPARTMENT

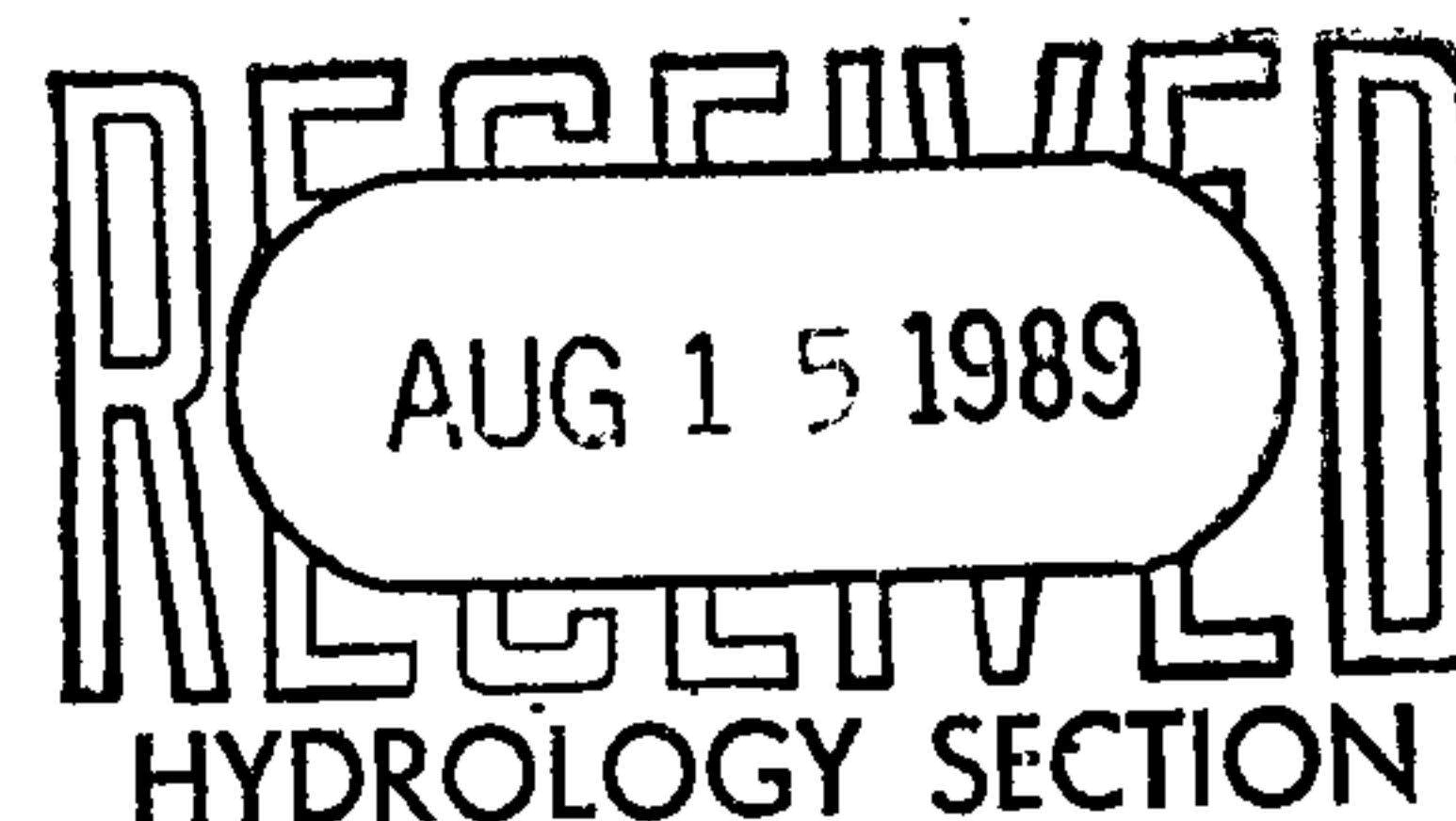
Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

AGREEMENT



This Agreement is made by and between SURGICAL ASSOCIATES, P.A., PROFIT SHARING PLAN AND TRUST, a trust, hereinafter called "Surgical" and 1613 UNIVERSITY INVESTMENT ASSOCIATES, a New Mexico general partnership, hereinafter called "Dikewood."

WHEREAS, Surgical and Dikewood each own adjoining parcels of real property in the City of Albuquerque, County of Bernalillo, State of New Mexico, to-wit:

On the south, Surgical owns:

Parcel lettered "B" as shown and designated on the "Summary Plat showing Parcels 'A' & 'B' of Surgical Associates, P.A. Profit-Sharing Plan and Trust, Albuquerque, New Mexico, filed in the office of the County Clerk of Bernalillo County, New Mexico, on April 7, 1980;

hereinafter called the "Surgical Property";

On the north, Dikewood owns:

Parcel lettered "A" as shown and designated on the "Summary Plat showing Parcels 'A' & 'B' of Surgical Associates, P.A. Profit-Sharing Plan and Trust, Albuquerque, New Mexico, filed in the office of the County Clerk of Bernalillo County, New Mexico, on April 7, 1980;

hereinafter called the "Dikewood Property," both parcels having access to a public road on their easterly boundary line, which is presently designated as University Boulevard, Northeast, Albuquerque, New Mexico; and

WHEREAS, the Dikewood Property is improved with a single story office building of approximately 10,000 square feet with principal ingress and egress via a paved entry way and curb cut to University Blvd., at the southeast corner of the Dikewood Property; and

WHEREAS, Surgical desires to make improvements on Surgical Property including a paved entry way, (which entry way is hereafter referred to as the "Private Street" and is described in the Easement (Driveway) attached hereto as Exhibit B), on the northern edge of the Surgical Property and providing shared access to both the Dikewood Property and the Surgical Property from University Blvd.; and

WHEREAS, the curb cut for the Private Street, but for this agreement, would be immediately adjacent to and south of the curb cut and entry way to the Dikewood Property; and

WHEREAS, the City of Albuquerque Planning Division has imposed the requirement that the two adjacent curb cuts and entry ways to University Blvd. be separated by a minimum distance of sixty feet; and further has imposed the following condition on its approval of Surgical's Site Development Plan on the Surgical Property:

- "1. A written agreement acceptable to the Traffic Engineer regarding access and creating a shared access to the site on the northern edge of the site, with appropriate access easements, is required."

WHEREAS, Dikewood has agreed to having its existing curb cut and entry way moved to the north, and Surgical has agreed to share access with Dikewood on the Private Street;, and Surgical has agreed to permit Dikewood to tie into utility lines under the Private Street, and Surgical has agreed to plan its drainage to include present water flows on the Dikewood Property, all in accordance with this Agreement;

NOW, THEREFORE, the parties agree:

I.

SHARED ACCESS

1.1 Modifications to Dikewood Property Access. If, as and when Surgical shall undertake development of the Surgical Property in accordance with its Site Development Plan, including construction of the Private Street, Surgical agrees to make the following changes in the access to Dikewood Property from University Boulevard:

(a) Surgical will construct a curb cut and entry way to Dikewood Property on the Private Street, at the location shown on Exhibit A hereto, (which is a preliminary sketch of changes to be made to the Dikewood Property), and Surgical will provide Dikewood with a good and sufficient Easement document, substantially in the form attached hereto as Exhibit B, for ingress and egress from University Blvd. to the Dikewood Property via the Private Street.

(b) Surgical will close the existing curb cut and entry way to Dikewood Property which is situated directly on University Boulevard and move the same to the north to a position not more than sixty feet from the curb cut and entry way to the Private Street.

(c) In conjunction with both construction projects on the Dikewood Property described in (a) and (b) above, Surgical agrees to move existing landscaping and watering equipment, construct sidewalks, and take whatever additional steps are necessary to construct the projects in accordance with Exhibit A and return the areas of construction to their former aesthetic

condition. It is Dikewood's intention to make certain landscaping and other improvements to the Dikewood Property in the near future. Regardless of Dikewood's cost in installing landscaping and making other improvements within the three (3) years following the date of this Agreement, Surgical shall have the right to limit its cost of construction of such subsequently installed landscaping and other improvements to a sum which is the total of \$2,500 for each year that has expired from the date of this Agreement until the commencement of such construction. No such cost limitation shall be applied to landscaping or improvements existing on the date of this Agreement, or to landscaping and improvements installed after the date of this Agreement if construction is not begun by Surgical until after the third anniversary of the date of this Agreement.

1.2 Notification. When construction on the Private Street and the Dikewood access to the Private Street has been completed, and both are in a suitable condition to handle traffic from University Boulevard, and Surgical has provided Dikewood with the Easement, Surgical shall notify Dikewood of its intention to close and move Dikewood's existing curb cut directly onto University Blvd. With such notice, Surgical shall provide Dikewood with detailed plans and specifications for said construction prepared by a licensed New Mexico architect which contain all the elements set out in Exhibit A hereto. Dikewood shall have 20 days to make written objections and corrections to Surgical if Dikewood has any objections to said plans and specifications, and if the parties cannot reach an agreement as to said plans and specifications

within sixty days of the notice, the same shall be submitted to arbitration. It is hereby specifically agreed that no elements of the construction contained in Exhibit A shall be eliminated in arbitration unless agreed to by Dikewood.

1.3 Construction. Before any construction is begun, Surgical shall provide Dikewood with a payment and performance bond on which Dikewood is named as one of the insured parties. Surgical agrees to complete construction within sixty days after approval of the plans and specifications. Surgical shall furnish Dikewood with a proof of payment of all contractors, subcontractors and materialmen who have worked on or supplied materials to the project and proof that the projects have been inspected and approved by the applicable governmental authorities.

1.4 Damages. If the construction is not done substantially in accordance with the approved plans and specifications, the appropriate money or other damages which Dikewood may recover shall be the subject of arbitration. Any shrubbery which, in the normal course, will not survive transplantation or which does not, in fact, survive transplantation for one year, will be replaced by Surgical.

1.5 Construction Access. For the purpose of the above described construction projects, Dikewood will provide Surgical, its employees, agents, and independent contractors access to Dikewood Property.

II.

UTILITY EASEMENT

2.1 Utility Plans. Surgical's proposed design for improvements to and construction of buildings upon the Surgical Property contemplates that underground utility lines (i.e., water, sewer, gas, electricity, and telephone) will enter the Surgical Property from University Blvd. and traverse the Private Street. Nothing in this Agreement shall impose any obligation upon Surgical to install any utility line at any particular time or times, nor prevent Surgical from changing the proposed location of its utility lines to a site outside of the Private Street described in the Easement.

2.2 Cost of Main Lines. However, if Surgical intends to install such utility lines in the Private Street, (the "Main Lines"), Surgical agrees to design and install Main Lines which will suffice for its own use and the use of a proposed building to be built on the Dikewood Property containing a maximum of 10,000 square feet of general office space (the "New Dikewood Building"). If the Main Lines are installed by Surgical in the Private Street, Surgical will give notice to Dikewood of the cost of installation within ninety (90) days after completion of the installation.

2.3 Right to Tie In. Dikewood shall have the right, at its sole cost and expense, to connect (tie in) to the Main Lines in order to provide service to the New Dikewood Building. Dikewood may exercise its right to connect to Surgical's Main Lines by giving Surgical thirty (30) days prior written notice of such

exercise. Further Dikewood shall pay Surgical prior to making such tie-in, Dikewood's proportionate share of all costs incurred by Surgical to install the Main Lines from University Blvd. to the proposed point of Dikewood's tie-in to the Main Line. Such proportionate share shall be based upon the square footage of heated floor area of the New Dikewood Building as compared to the total square footage of heated floor area of all Surgical buildings, both constructed and proposed, on the development site, plus the square footage of the New Dikewood Building.

2.4 Easement. Upon receipt of payment from Dikewood for its proportionate share of the cost of installation of the Main Lines, Surgical will forthwith execute and deliver to Dikewood a good and sufficient Easement substantially in the form attached hereto as Exhibit C.

2.5 Maintenance of Lines. After Dikewood has installed the extension of the utility lines to the New Dikewood Building, (a) Dikewood will repair and maintain at its own cost and expense the utility lines and connections installed by it, and (b) Surgical will cause the Main Lines installed by Surgical to be maintained and repaired, but Dikewood shall, on receipt of written notice from Surgical reimburse Surgical its proportionate share of the costs incurred by Surgical in so maintaining and repairing the Main Lines between University Blvd. and the tie in to the New Dikewood Building. If not paid to Surgical within thirty (30) days, the amount of reimbursement for costs of maintenance and repair shall bear interest at the rate of one percent (1%) per month until paid.

2

registered or certified U.S. Mail, postage prepaid, to the parties at the following address:

to Surgical:

~~THOMAS HOYT~~
~~R. Robert Castillo~~, Trustee
Surgical Associates Profit
Sharing Plan and Trust
201 Cedar S.E. #810
ALBUQUERQUE, NM 87106

with a copy to:

JOSEPH A. DALAL
215 CENTRAL N.W.
ALBUQUERQUE, N.M. 87102

to Dikewood:

c/o L. Wayne Davis
4411 Altura Ave., N.E.
Albuquerque, NM 87110

with a copy to:

Leland Franks
700 Lomas, N.E. (101)
Albuquerque, NM 87102

or to such other address as the parties shall advise by written notice given in like manner.

VI.

ARBITRATION

6.1 Any claim or controversy arising from this Agreement (except for the payment of money, unless provided otherwise herein) which cannot be settled within thirty (30) days by negotiation between the parties shall be submitted to arbitration under the rules of the American Arbitration Association then pertaining, and the award thereof, including the costs of arbitration and attorney's fees of the prevailing party to be awarded at the discretion of the arbitrator(s), may be enforced in any court having jurisdiction.

VII.

GENERAL

7.1 This Agreement (1) embodies the entire understanding of the parties with respect to the subject matter hereof, negating all prior discussions and commitments; (2) cannot be amended,

except by a writing signed by the party against whom the amendment is to be enforced; (3) except as provided in Paragraph VIII below, is binding upon and shall inure to the benefit of the parties, their successors and assigns; (4) runs with the lands which are described herein as the Surgical Property and the Dikewood Property; and (5) shall be construed and enforced under the laws and in the courts of New Mexico.

VIII.

VALIDITY

8.1 This Agreement shall become valid and enforceable between the parties only if, as, and when ^{accepted} ~~approved~~ by the Traffic Engineer of the ^{PUBLIC WORKS DEPARTMENT} ~~Planning Division~~ of the City of Albuquerque, New Mexico.

Dated 10-31, 1988.

~~APPROVED: _____, 1988, on behalf of the Traffic Engineer of the Planning Division of the City of Albuquerque.~~

~~By _____~~

~~Title _____~~

SURGICAL ASSOCIATES, P.A.
PROFIT SHARING PLAN AND TRUST,
a trust

By [Signature] Trustee

By [Signature] Trustee

By _____ Trustee

By _____ Trustee

1613 UNIVERSITY INVESTMENT
ASSOCIATES, a New Mexico
general partnership:

By L. Wayne Davis

By Donald L. Summers

By Ronald A. Fowler,
its managing general partners.

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

The foregoing instrument was acknowledged before me this
21st day of July, 1988, by Thomas W. Hoyt and
Thomas W. Hoyt, Trustees of SURGICAL ASSOCIATES, P.A., PROFIT
SHARING PLAN AND TRUST, a trust, on behalf of said trust.

Waverly Lane K. Newbridge
Notary Public

My commission expires:
1-18-92

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

The foregoing instrument was acknowledged before me this
27 day of May, 1988, by L. Wayne Davis,
Donald J. Summers, and Ronald A. Fowler, as
managing general partners of 1613 UNIVERSITY INVESTMENT
ASSOCIATES, a New Mexico general partnership, on behalf of said
partnership.

Sharon L. Luereth
Notary Public

My commission expires:
11-2-88

S 74°00'30"E, 561.71'

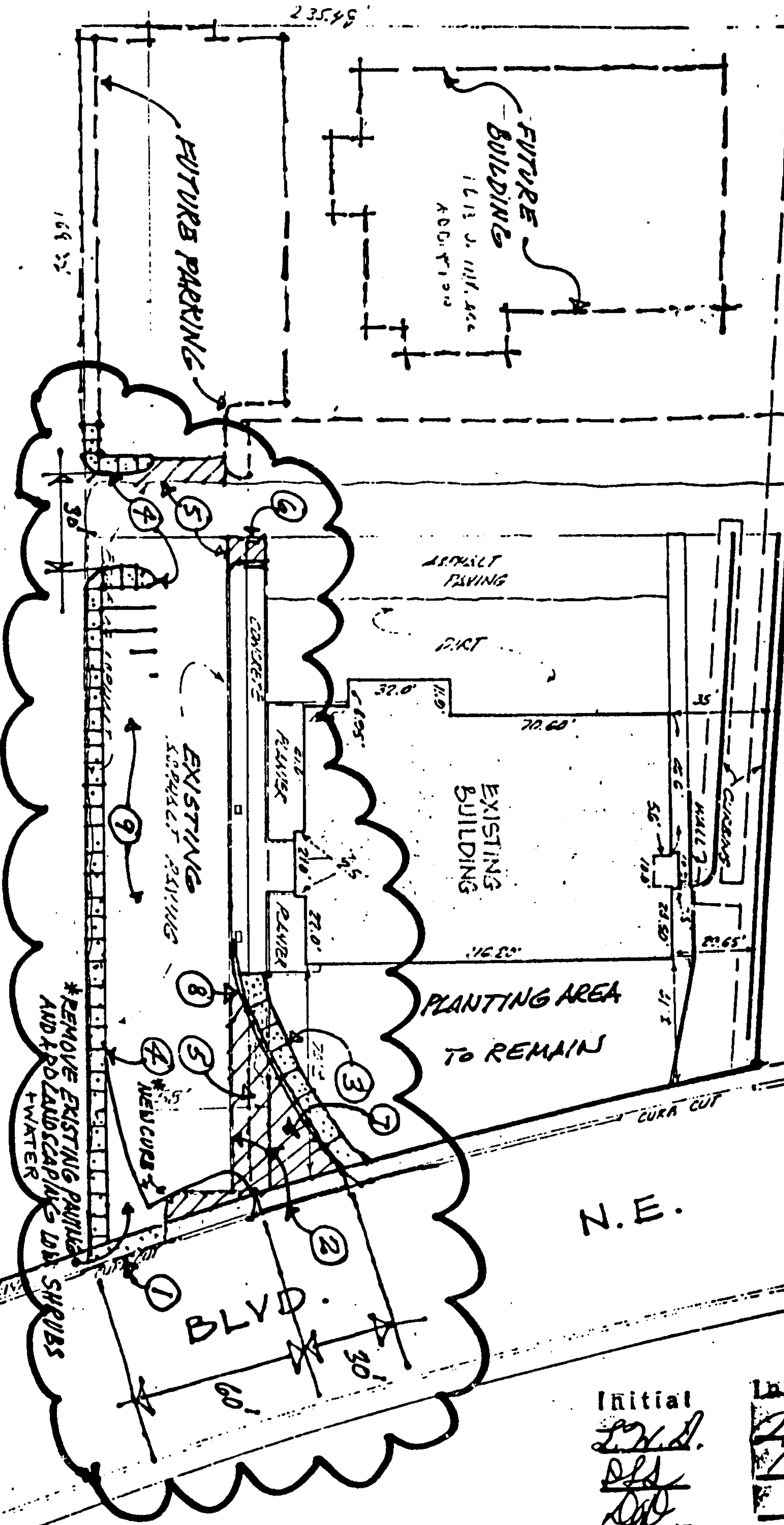


EXHIBIT A SCALE 1" = 40' MAY 23 1988

1. REMOVE EXISTING CURB CUT & REPLACE WITH NEW CURB CUTTER & SIDEWALK
2. REMOVE EXISTING SIDEWALK & CURBS AND CONSTRUCT NEW CURB CUT 30" WIDE
3. NEW 6' WIDE SIDEWALK N/ TURN DOWN EDGE @ SOUTH
4. NEW 5' WIDE SIDEWALK W/ TURN DOWN EDGE NORTH & SOUTH
5. NEW 2" ASPHALT PAVING FLUSH WITH EXISTING.
6. TRIM EXISTING WALK
7. REMOVE EXISTING LANDSCAPING (500 & 500) & IRRIGATION SYSTEM THIS AREA.
8. IRRIGATION SYSTEM TO BE REBUILT TO COVER THE NEW LAWN AREA.
9. PROVIDE NEW SCRUERS AT PLANTING AREA TO REMAIN EQUAL IN QUANTITY TO QUANTITY OF EXISTING SCRUERS REMOVED FOR NEW ENTRY DRIVE
- * INDICATED CURB CUT

Initial
L. J. D.
S. J.
D. J.

Initial
J. J. D.
S. J.
D. J.

UNIVERSITY

EXHIBIT A-1

NOTES FOR LANDSCAPING (ITEM 7)

- 1) Replace all spreading junipers (not transplantable) with same area or equivalent cost of similar low spreading junipers (like Tams, not Fitzers).
- 2) Replace five Arbor Vitae (not transplantable) with five 15 gallon upright junipers, or equivalent cost.
- 3) Ball and move two Pinions.
- 4) Move building sign.
- 5) Revise river-gravel area.
- 6) Revise grass area and edging at edge of grass and rock.
- 7) Move sprinkler system as required.