

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

January 30, 2020

David Soule, P.E.
Rio Grande Engineering
PO Box 93924
Albuquerque, NM 87199

**RE: McMahon Carwash
5621 McMahon NW
Request for Certificate of Occupancy - Permanent
Hydrology Final Inspection –Approved
Grading Plan Stamp Date: 8/17/18
Certification Dated: 1/29/20
Drainage File: A11D016A**

PO Box 1293

Dear Mr. Soule:

Albuquerque

Based on the submittal received on 1/29/20, this certification is approved in support of Permanent Certificate of Occupancy by Hydrology.

If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

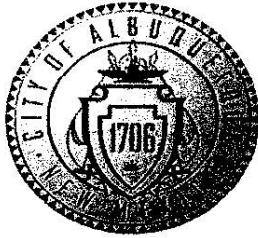
NM 87103

Sincerely,

www.cabq.gov

Dana Peterson, P.E.
Senior Engineer, Planning Dept.
Development Review Services

C: Email Tena, Victoria; Sandoval, Darlene; Costilla, Michelle; Gomez, Matt



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: MCMAHON CARWASH **Building Permit #:** _____ **Hydrology File #:** A11D016A
DRB#: _____ **EPC#:** _____ **Work Order#:** _____
Legal Description: TRACT A-1-B FINELAND DEVELOPMENT
City Address: MCMAHON AND FINELAND

Applicant: COMMERCIAL CONSTRUCTION AND MAINTENANCE **Contact:** _____
Address: PO BOX 93924 ALB NM 87199
Phone#: _____ **Fax#:** _____ **E-mail:** _____

Other Contact: RIO GRANDE ENGINEERING **Contact:** DAVID SOULE
Address: PO BOX 93924 ALB NM 87199
Phone#: 505.321.9099 **Fax#:** 505.872.0999 **E-mail:** david@riograndeengineering.com

TYPE OF DEVELOPMENT: _____ PLAT _____ RESIDENCE _____ DRB SITE ☒ ADMIN SITE

Check all that Apply:

DEPARTMENT:

☒ HYDROLOGY/ DRAINAGE
_____ TRAFFIC/ TRANSPORTATION

TYPE OF SUBMITTAL:

☒ ENGINEER/ARCHITECT CERTIFICATION
_____ PAD CERTIFICATION
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ DRAINAGE REPORT
_____ DRAINAGE MASTER PLAN
_____ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
_____ ELEVATION CERTIFICATE
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT (TCL) **
_____ TRAFFIC IMPACT STUDY (TIS)
_____ STREET LIGHT LAYOUT
_____ OTHER (SPECIFY) _____
_____ PRE-DESIGN MEETING?

IS THIS A RESUBMITTAL?: ☒ Yes _____ No

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

_____ BUILDING PERMIT APPROVAL
☒ CERTIFICATE OF OCCUPANCY
_____ PRELIMINARY PLAT APPROVAL
_____ SITE PLAN FOR SUB'D APPROVAL
_____ SITE PLAN FOR BLDG. PERMIT APPROVAL
_____ FINAL PLAT APPROVAL
_____ SIA/ RELEASE OF FINANCIAL GUARANTEE
_____ FOUNDATION PERMIT APPROVAL
_____ GRADING PERMIT APPROVAL
_____ SO-19 APPROVAL
_____ PAVING PERMIT APPROVAL
_____ GRADING/ PAD CERTIFICATION
_____ WORK ORDER APPROVAL
_____ CLOMR/LOMR
_____ FLOODPLAIN DEVELOPMENT PERMIT
_____ OTHER (SPECIFY) _____

DATE SUBMITTED: _____ **By:** _____

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____

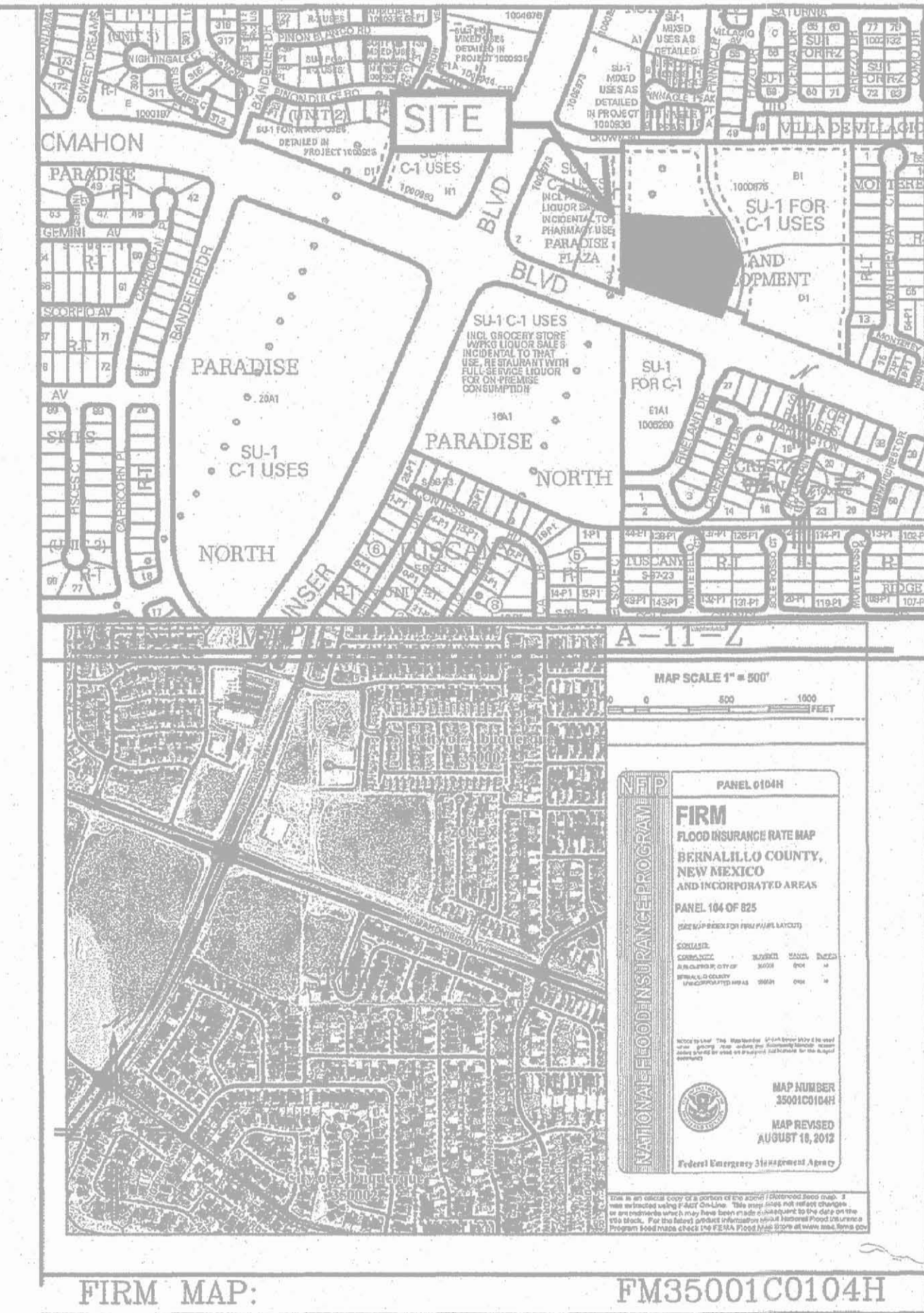
I David Soule, NMPE 14522, of the firm Rio Grande Engineering, hereby certify that this project has been graded and will drain in substantial compliance with and in accordance with the design intend of the approved plan dated 8/17/18. The record information edited on the original design document has performed by me or under my direct supervision and is true and correct to the best of my knowledge and belief. The as-built survey was provided by THOMAS PATRICK NMPS 12651. The certification is submitted in support of a request for PERMANENT CERTIFICATE OF OCCUPANCY. The record information presented heron is not necessarily complete and intended only to verify substantial compliance of the grading and drainage aspects of this project. Those relying on this record document are advised to obtain independent verification of its accuracy before using it for any other purpose

EROSION CONTROL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
2. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
4. REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL ACCEPTANCE OF ANY PROJECT.

CAUTION:

EXISTING UTILITIES ARE NOT SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES & OTHER IMPROVEMENTS.



FIRM MAP:

FM35001C0104H

LEGAL DESCRIPTION:

PARCEL A-1, FINELAND DEVELOPMENT

NOTES:

1. ALL SPOT ELEVATIONS REPRESENT FLOWLINE ELEVATION UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER TO 6" HEADER UNLESS OTHERWISE NOTED.
3. ALL RETAINING WALL DESIGN SHALL BE BY OTHERS.
4. ALL NEW PAVING SHALL BE 6" PCC OVER 8" SUBGRADE PREPARATION IN CONFORMANCE TO ACI 330R-08. UNLESS OTHERWISE NOTED.
5. ANY CURBS OR PAVEMENT NEGATIVELY IMPACTED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED TO MATCH EXISTING CONDITIONS.
6. ALL SITE WORK SHALL CONFORM TO CITY OF ALBUQUERQUE STANDARDS FOR PUBLIC WORKS CONSTRUCTION EDITION 9


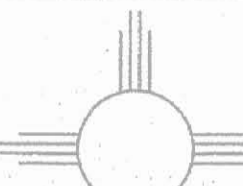
LEGEND

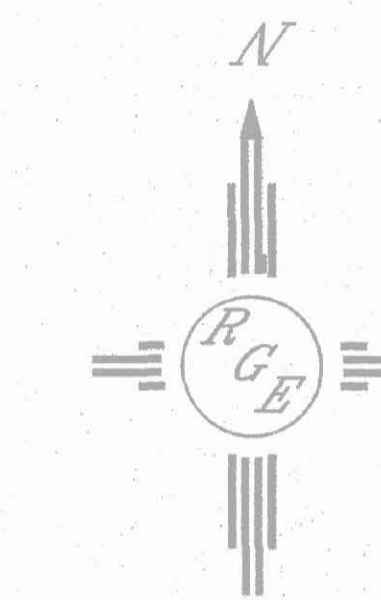
---	EXISTING CONTOUR
---	EXISTING INDEX CONTOUR
---	PROPOSED CONTOUR
---	PROPOSED INDEX CONTOUR
---	SLOPE TIE
•	EXISTING SPOT ELEVATION
•	PROPOSED SPOT ELEVATION
---	BOUNDARY
---	CENTERLINE
---	RIGHT-OF-WAY
---	PROPOSED CURB
---	EXISTING CURB AND GUTTER
---	PROPOSED SIDEWALK
---	EXISTING SIDEWALK
---	PROPOSED SCREEN WALL
---	NEW CONCRETE SIDEWALK

City of Albuquerque
Building Safety

AUG 31 2018

I.B.C.
Plan Check Section

ENGINEER'S SEAL  8/17/18 DAVID SOULE P.E. #14522	McMAHON CARWASH	DRAWN BY WCVJ
	GRADING AND DRAINAGE PLAN	DATE 7-24-18
	 Rio Grande Engineering 1606 CENTRAL AVENUE SE SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	218114-LAYOUT-5-24-18 SHEET # — JOB # 218114



GRAPHIC SCALE

20 10 0 10 20

SCALE: 1"=20'

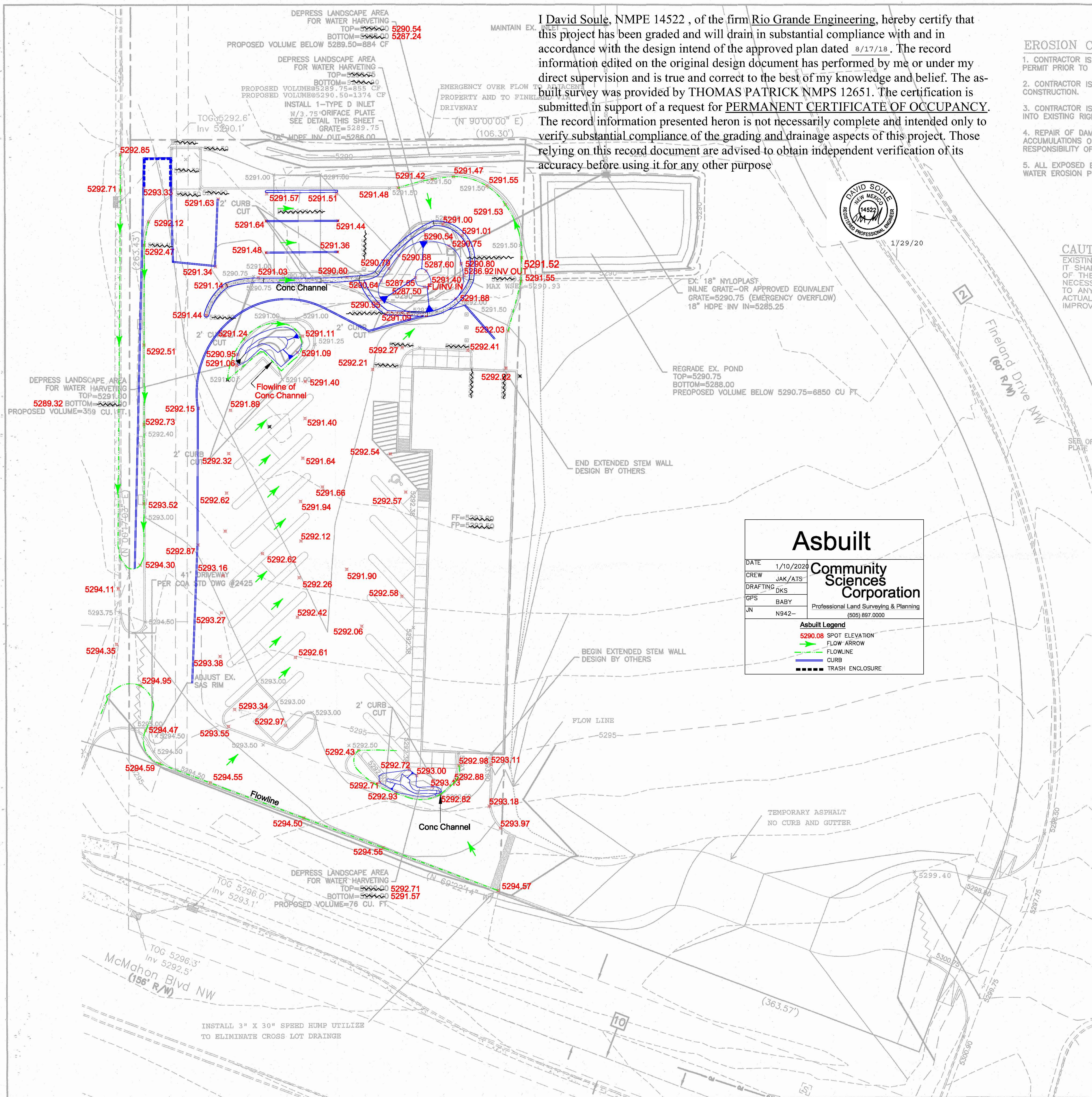
Asbuilt

Community
Sciences
Corporation

DATE	1/10/2020
CREW	JAK/ATS
DRAFTING	DKS
GPS	BABY
JN	N942-
Professional Land Surveying & Planning (605) 897.0000	

Asbuilt Legend

- 5290.08 SPOT ELEVATION
- FLOW ARROW
- FLOWLINE
- CURB
- TRASH ENCLOSURE





#1

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between LBJ Enterprise ("Owner"), whose address is P.O. Box 17146 Mcmphis, TN 38187-1416, and whose telephone number is (928) 486-1983 and the City of Albuquerque, New Mexico, a municipal corporation 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 Owner signs this Covenant.

1. **Recital.** The Owner is the current owner of the following described real property located at [give legal description, and street address] Tract A-1A-B FINELAND DEVELOPMENT recorded on JANUARY 12, 2018, page 1 through 1, as Document No. 2018003312 in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").

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

2. **Description and Construction of Drainage Facility.** The Owner shall construct the following "Drainage Facility" within the Property at the at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
DRAINAGE POND, INLET AND APPURTANANCES AS SHOWN ON APPROVED
GRADING PLAN A11-D016A

The Drainage Facility is more particularly described in **Exhibit A** attached hereto and made a part hereof.

3. **Maintenance of Drainage Facility.** The Owner shall maintain the Drainage Facility at Owner's sole cost in accordance with the approved Drainage Report and plans.

4. **Benefit to Property.** The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. **Inspection of Drainage Facility.** The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. **Liability of City.** The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's 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.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's property and constitute covenants running with the Owner's property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with concurrence of the City Engineer.

10. Entire Covenant. This Covenant 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.

11. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

OWNER:

By [signature]:

Name [print]: Les D. LAMASTUS

Title: LES Enterprises member

Dated: 8-9-18

CITY OF ALBUQUERQUE:

By:

Shahab Biazar, P.E., City engineer

Dated: 8/20/18

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 9 day of August,
2018, by Leslie D. Lamastus (name of person signing permit),
LES enterprises member (title of person signing permit) of
Leslie D. Lamastus - member (Owner).



OFFICIAL SEAL
JENNIFER TAFOYA
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires 4/12/2022

Jennifer Tafoya
Notary Public

My Commission Expires: 4/12/2022

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 20th day of
August 2018 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.



Charlotte LaBache
Notary Public

My Commission Expires: March 15, 2021

(EXHIBIT A ATTACHED)



