

# CITY OF ALBUQUERQUE



March 30, 2018

Dennis Lorenz, P.E.  
Lorenz Design & Consulting  
2501 Rio Grande NW, Suite A  
Albuquerque, NM 87104

**RE: Eagle Ranch MVD-Retail (Phase 1: MVD Building)  
9651 Eagle Ranch Rd NW (Tract C, Cottonwood Pointe)  
Request for Certificate of Occupancy – Permanent  
Hydrology Final Inspection - Approved  
Engineer's Stamp Date 8/22/17 (B13D002C)  
Certification Dated: 3/28/18**

Dear Mr. Lorenz,

PO Box 1293

Based on the certification received 3/29/18, this submittal can be approved for PERMANENT Certificate of Occupancy by Hydrology.

Albuquerque

If you have any questions, you can contact me at 924-3695 or [dpeterson@cabq.gov](mailto:dpeterson@cabq.gov).

NM 87103

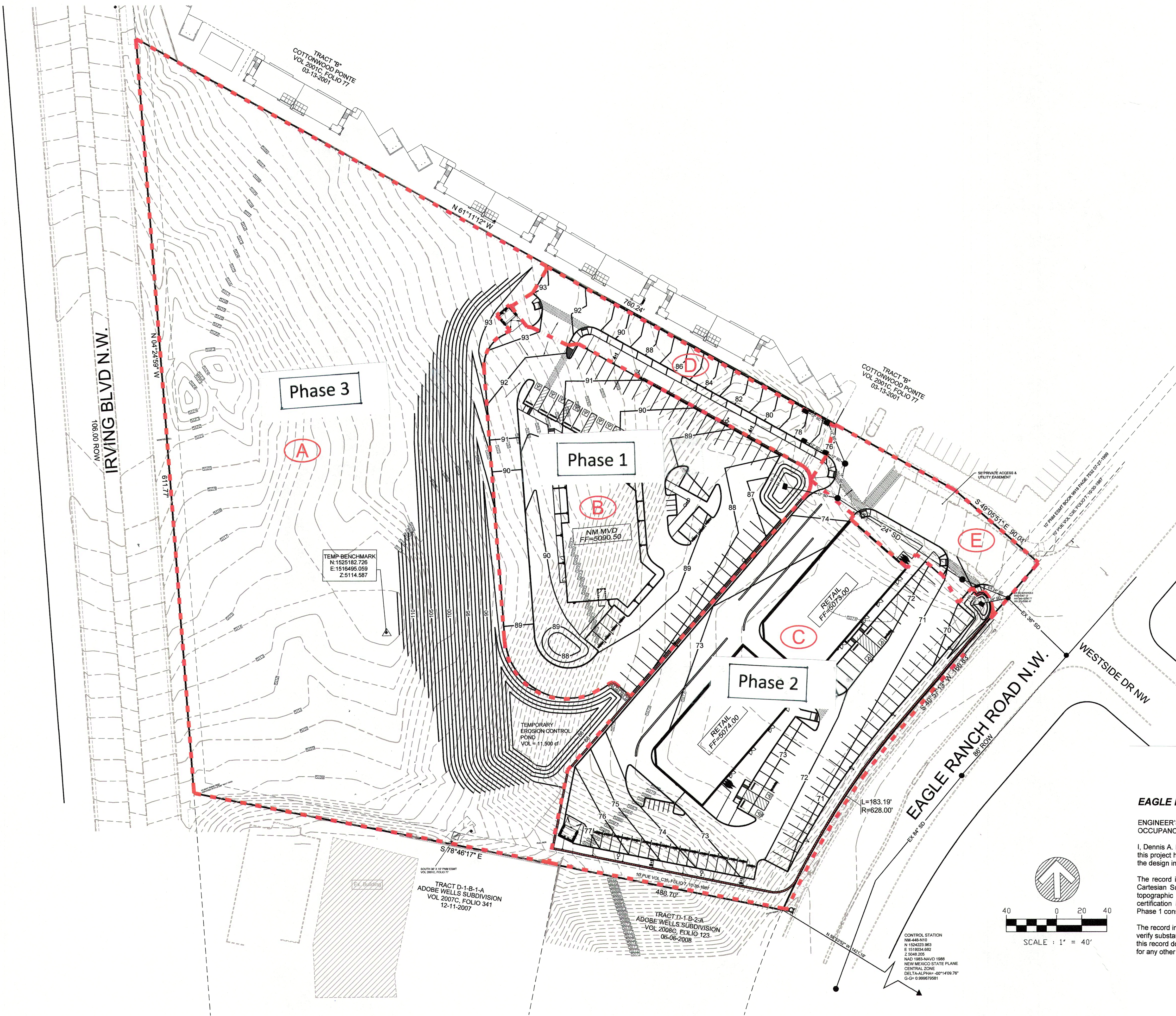
Sincerely,

[www.cabq.gov](http://www.cabq.gov)

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

C: Email      Serna, Yvette M.; Fox, Debi; Tena, Victoria C.; Sandoval, Darlene M.





LEGEND		
ITEM	EXISTING	PROPOSED
PROPERTY LINE	—	—
SPOT ELEVATION	× 75.5	01.5 ◆
CONTOUR W/ ELEVATION	— 5800 —	— 5800 —
BLOCK WALL	▨	▨
RETAINING WALL	—	—
STORM DRAIN	— 84" SD —	— 24" SD —
DIRECTION OF FLOW	←	←
DRAINAGE SWALE	—	—
RIDGE LINE	—	—
SLOPE GRADING	—	— 3:1 —
CONCRETE CURB	—	—
DRAINAGE BASIN ID	—	(A)
DRAINAGE BASIN BOUNDARY	—	—

#### PROJECT DATA

##### PROPERTY ADDRESS:

EAGLE RANCH ROAD NW  
ALBUQUERQUE, NEW MEXICO

##### LEGAL DESCRIPTION:

TRACT C  
COTTONWOOD POINTE  
ALBUQUERQUE, NEW MEXICO

##### SURVEY:

ALL PROJECT SURVEYING BY  
CONSTRUCTION SURVEY  
TECHNOLOGIES, INC.

IN ACCORDANCE WITH THE CITY OF ALBUQUERQUE DRAINAGE ORDINANCE, EFFECTIVE MAY 12, 2014, ALL NEW DEVELOPMENT PROJECTS ARE REQUIRED TO MANAGE THE RUNOFF WHICH OCCURS DURING THE 90TH PERCENTILE STORM EVENT. IN ORDER TO COMPLY WITH THIS CRITERIA, WHERE PRACTICAL, ALL SURFACE DRAINAGE SHALL BE ROUTED THROUGH LANDSCAPED AREAS BEFORE RELEASE INTO DOWNSTREAM DRAINAGE FACILITIES. THIS PLAN RECOMMENDS ALL LANDSCAPED AREAS BE DEPRESSED A MINIMUM OF 3-INCHES BELOW THE ADJACENT PAVED SURFACE TO RETAIN THE FIRST FLUSH RUNOFF.

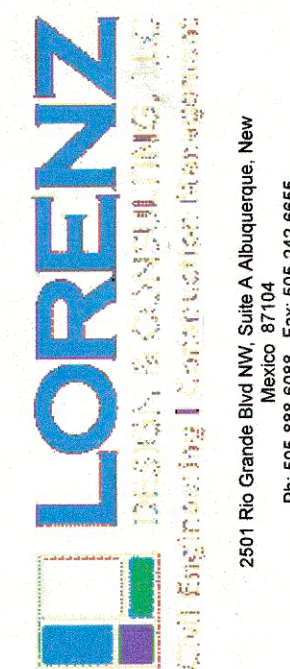
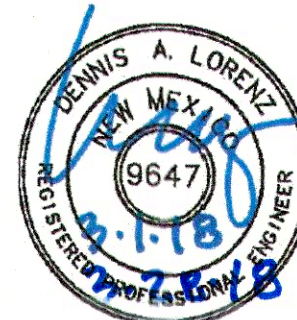
#### EAGLE RANCH (Phase 1) – NM MVD

##### ENGINEER'S CERTIFICATION (HYDROLOGY) FOR PERMANENT CERTIFICATE OF OCCUPANCY

I, Dennis A. Lorenz, NMPE 9647, of the firm Lorenz Design & Consulting, LLC, hereby certify that this project has been graded and will drain in substantial compliance with and in accordance with the design intent of the approved plan dated 8-22-17.

The record information edited onto the original design document has been provided to me by Cartesian Surveys, Inc., Brian Martinez, NMPS 18374, as supplemental data to the original topographic survey, and is true and correct to the best of my knowledge and belief. This certification is submitted in support of a request for Permanent Certificate of Occupancy for Phase 1 construction only.

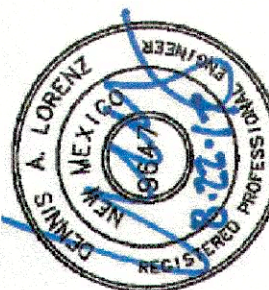
The record information presented hereon is not necessarily complete and is intended only to verify substantial compliance of the grading and drainage aspects of this project. Those relying on this record document are advised to obtain independent verification of its accuracy before using it for any other purpose.



### EAGLE RANCH NM MVD - RETAIL

Albuquerque, New Mexico  
GRADING & DRAINAGE PLAN  
Overall Site & Drainage Basins

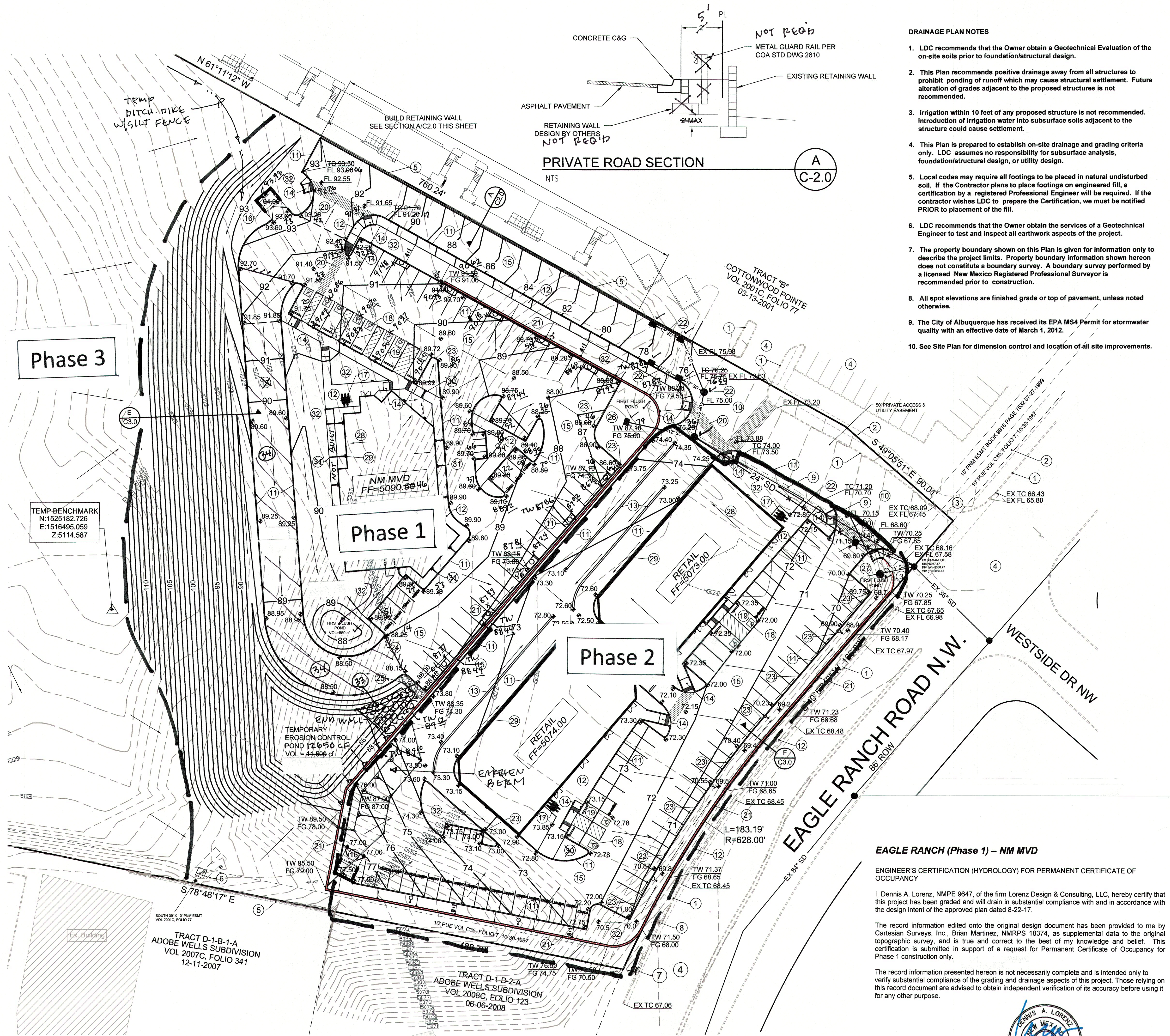
REVISION DATE



DATE  
AUGUST 2017

SHEET NUMBER  
C-1.0





DRAINAGE PLAN NOTES

1. LDC recommends that the Owner obtain a Geotechnical Evaluation of the on-site soils prior to foundation/structural design.
2. This Plan recommends positive drainage away from all structures to prohibit ponding of runoff which may cause structural settlement. Future alteration of grades adjacent to the proposed structures is not recommended.
3. Irrigation within 10 feet of any proposed structure is not recommended. Introduction of irrigation water into subsurface soils adjacent to the structure could cause settlement.
4. This Plan is prepared to establish on-site drainage and grading criteria only. LDC assumes no responsibility for subsurface analysis, foundation/structural design, or utility design.
5. Local codes may require all footings to be placed in natural undisturbed soil. If the Contractor plans to place footings on engineered fill, a certification by a registered Professional Engineer will be required. If the contractor wishes LDC to prepare the Certification, we must be notified PRIOR to placement of the fill.
6. LDC recommends that the Owner obtain the services of a Geotechnical Engineer to test and inspect all earthwork aspects of the project.
7. The property boundary shown on this Plan is given for information only to describe the project limits. Property boundary information shown hereon does not constitute a boundary survey. A boundary survey performed by a licensed New Mexico Registered Professional Surveyor is recommended prior to construction.
8. All spot elevations are finished grade or top of pavement, unless noted otherwise.
9. The City of Albuquerque has received its EPA MS4 Permit for stormwater quality with an effective date of March 1, 2012.
10. See Site Plan for dimension control and location of all site improvements.

LEGEND

ITEM	EXISTING	PROPOSED
PROPERTY LINE	---	---
SPOT ELEVATION (VERIFIED)	75.5	75.5
CONTOUR W/ ELEVATION	5800	5800
DIRECTION OF FLOW	---	---
RIDGE LINE	---	---
SLOPE GRADING	---	3:1
TOP CURB/FLOWLINE	EX TC 75.75 EX FL 75.25	TC 75.75 FL 75.25
TOP WALL/FINISH GRADE	EX TW 75.75 EX FG 75.25	TW 75.75 FG 75.25
CONCRETE CURB	---	---
BLOCK WALL	---	---
RETAINING WALL	---	---
STORM DRAIN	84" SD	24" SD
UTILITY POLE	PP	PP
WATER METER	WM	WM
ELECTRIC TRANSFORMER	KFMR	KFMR
FIRE HYDRANT	---	---
AS. MULTI SPOT ELEV	---	75.75

KEYED NOTES

1. EXISTING CONCRETE CURB.
2. EXISTING CONCRETE SIDEWALK.
3. EXISTING HANDICAP RAMP.
4. EXISTING ASPHALT PAVEMENT.
5. EXISTING BLOCK WALL.
6. EXISTING ELECTRIC TRANSFORMER.
7. EXISTING FIRE HYDRANT.
8. EXISTING WATER METER.
9. REM & DISPOSE EXISTING CONCRETE CURB & GUTTER AND SIDEWALK TO LIMITS SHOWN.
10. REM & DISPOSE ASPHALT PAVEMENT TO LIMITS SHOWN FOR UNDERGROUND UTILITY CONSTRUCTION. SEE UTILITY PLAN.
11. CONSTRUCT 6" CONCRETE CURB & GUTTER. SEE SHEET C-3.0.
12. NEW PUBLIC SIDEWALK BY WORK ORDER. SEE CITY PROJECT 666786.
13. CONSTRUCT MOUNTABLE CURB AT DRIVE-THRU LANES. SEE SHEET AS-1.2.
14. CONSTRUCT HANDICAP RAMP. SEE SHEET AS-1.2.
15. CONSTRUCT ASPHALT PAVEMENT. SEE SHEET C-3.0.
16. CONSTRUCT REFUSE ENCLOSURE. SEE SHEET AS-1.2.
17. INSTALL BICYCLE RACK. SEE SHEET AS-1.2.
18. INSTALL HANDICAPPED PARKING STRIPING AND SIGNAGE. SEE SHEET AS-1.2.
19. INSTALL CONCRETE TIRE STOPS.
20. INSTALL PEDESTRIAN CROSSWALK STRIPING. SEE SHEET AS-1.2.
21. CONSTRUCT RETAINING WALL. DESIGN BY OTHERS.
22. CONSTRUCT STORM DRAIN SYSTEM. SEE DETAIL J/C-3.0.
23. PROVIDE 12-INCH CURB BLOCKOUT FOR DRAINAGE.
24. PROVIDE 24-INCH CURB BLOCKOUT FOR FIRST FLUSH POND OVERFLOW.
25. CONSTRUCT OVERFLOW SPILLWAY AT TEMPORARY EROSION CONTROL POND. SEE SHEET C-3.0.
26. CONSTRUCT FIRST FLUSH POND-B. SEE DETAIL K/C-3.0.
27. CONSTRUCT FIRST FLUSH POND-G. SEE DETAIL L/G-3.0.
28. DIRECTION OF ROOF DRAINAGE.
29. DOWNSPOUT LOCATION. SEE SHEET A-5.0 FOR ROOF PLAN.
30. CONSTRUCT 12" SIDEWALK CULVERT PER COA STD DRAWING 2236.
31. CONNECT 4-INCH SD TO ROOF DOWNSPOUT. CONSTRUCT 4-INCH CURB PENETRATION PER COA STD DRAWING 2235, OR DAYLIGHT TO GRAVEL SWALE. NOT BUILT.
32. LANDSCAPING.
33. ROCK LINED SPILLWAY + SWALE.
34. RECYCLED ASPHALT ACCESS ROAD.

EAGLE RANCH (Phase 1) - NM MVD

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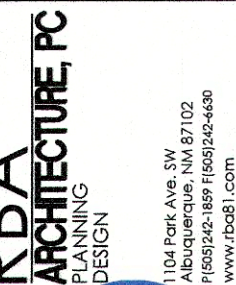
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The record information presented hereon is not necessarily complete and is intended only to verify substantial compliance of the grading and drainage aspects of this project. Those relying on this record document are advised to obtain independent verification of its accuracy before using it for any other purpose.



EAGLE RANCH NM MVD - RETAIL  
Albuquerque, New Mexico  
GRADING & DRAINAGE PLAN  
Phase 1 Plan

REVISION DATE

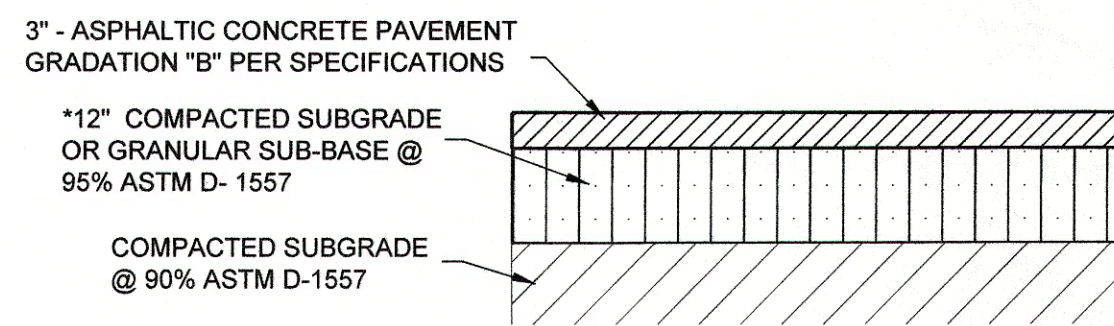
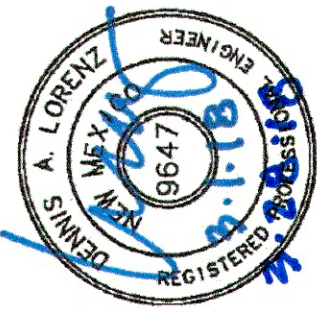


DATE  
AUGUST 2017

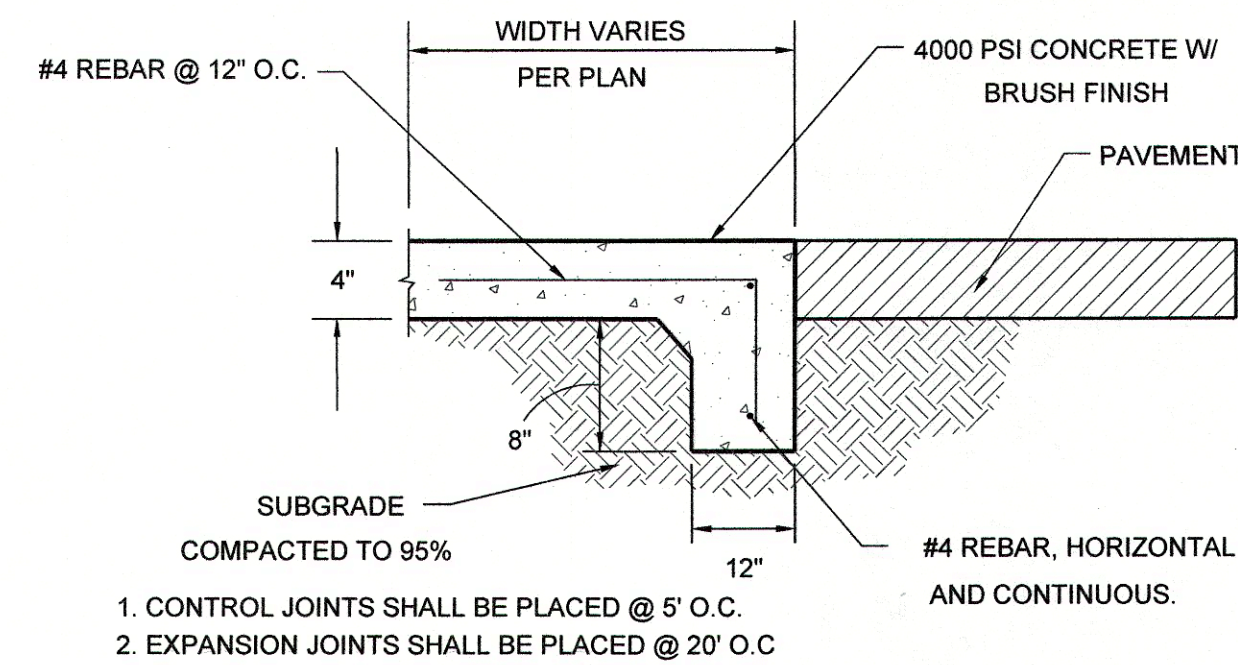
SHEET NUMBER

C-2.0

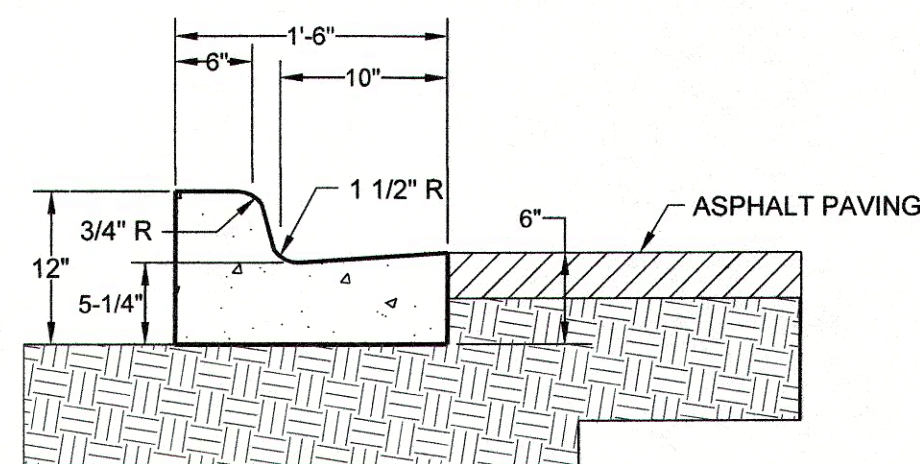




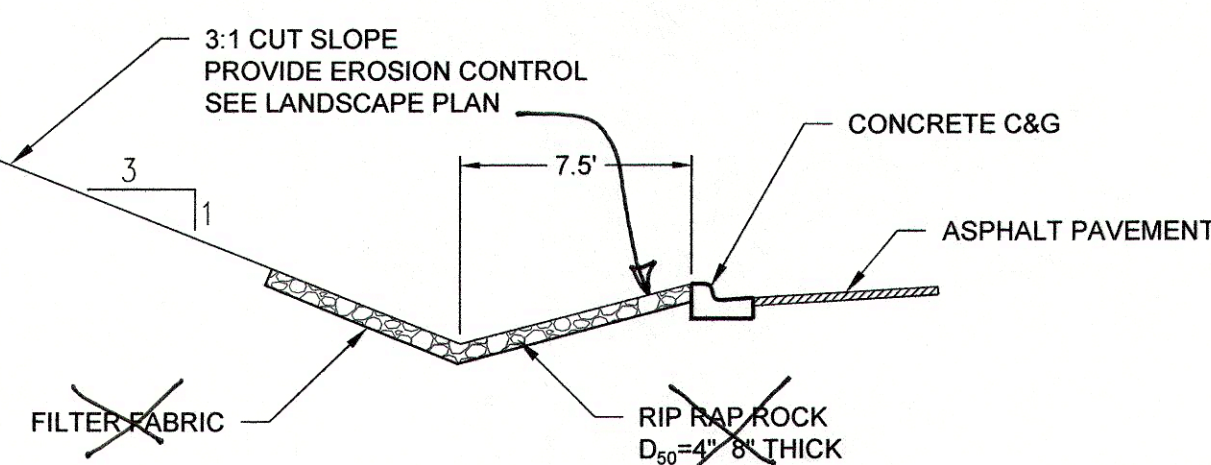
ASPHALT PAVEMENT SECTION **A**  
AUTO/PICKUP TRUCK NTS C-3.0



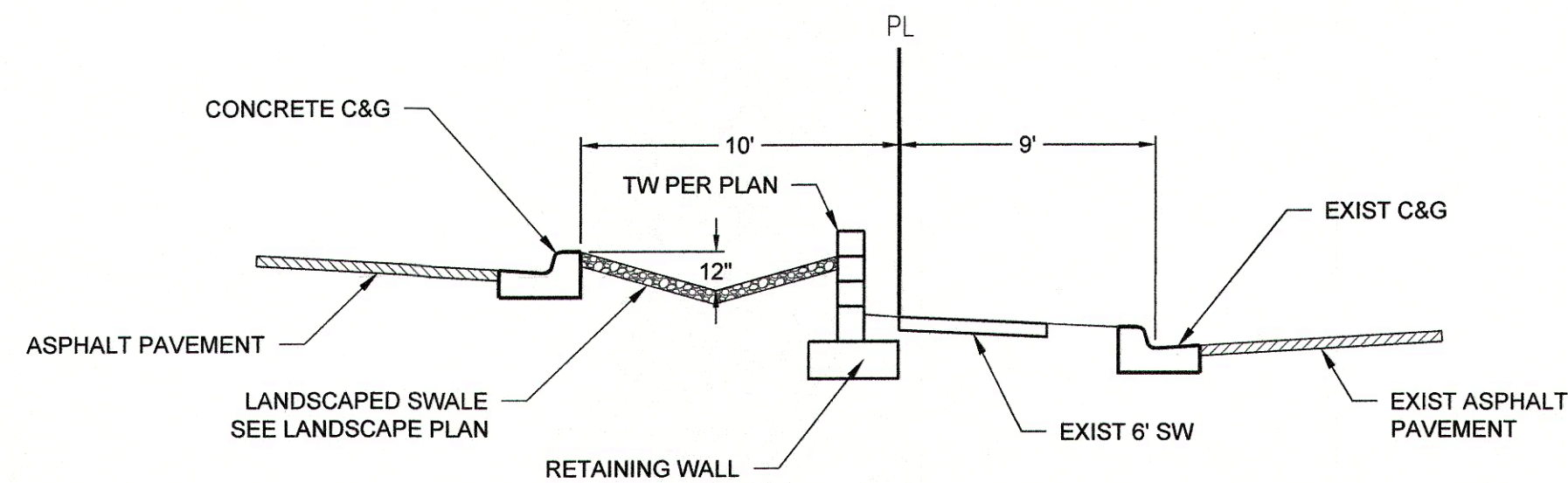
TURN DOWN SIDEWALK AT ACCESSIBLE ZONES **B**  
NTS C-3.0



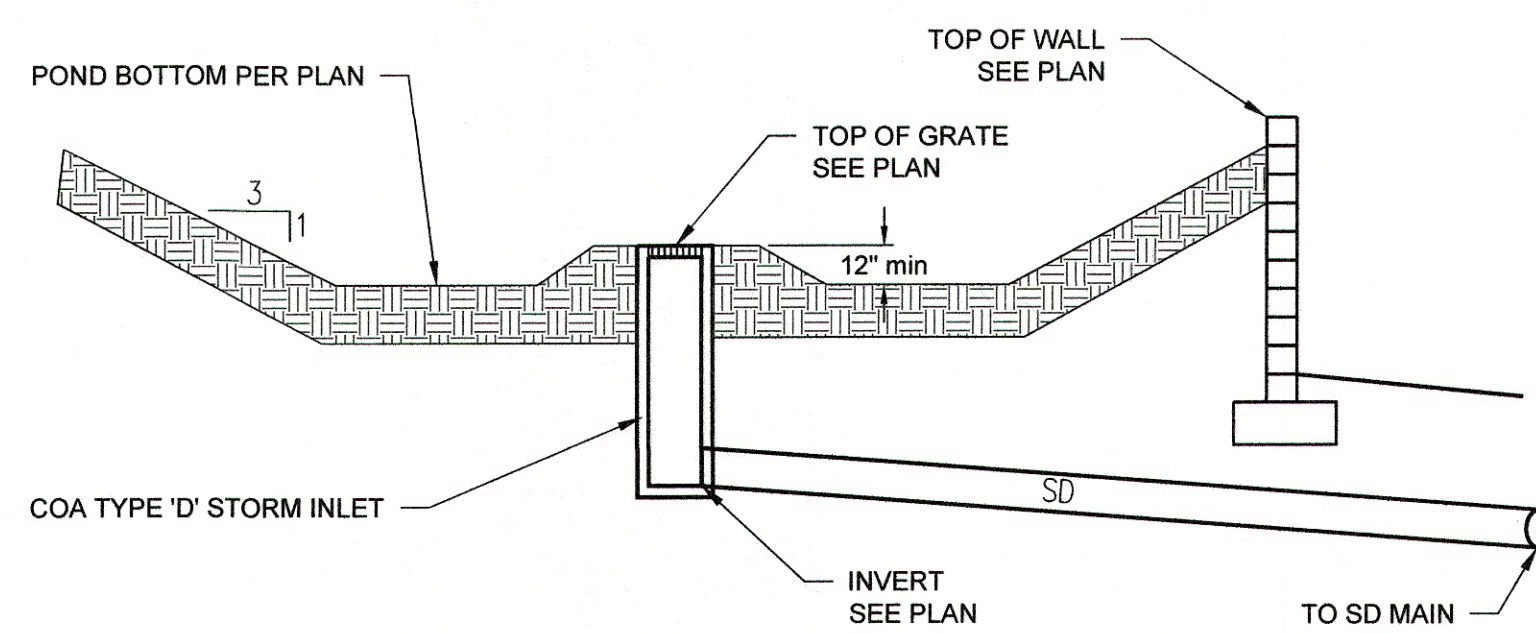
CONCRETE CURB AND GUTTER **C**  
NTS C-3.0



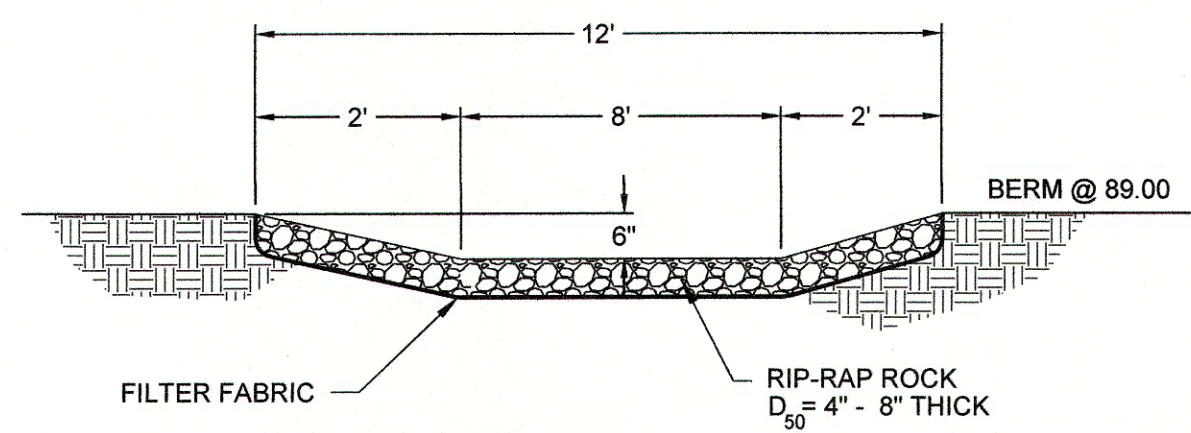
CUT SLOPE/SWALE SECTION **E**  
NTS C-3.0



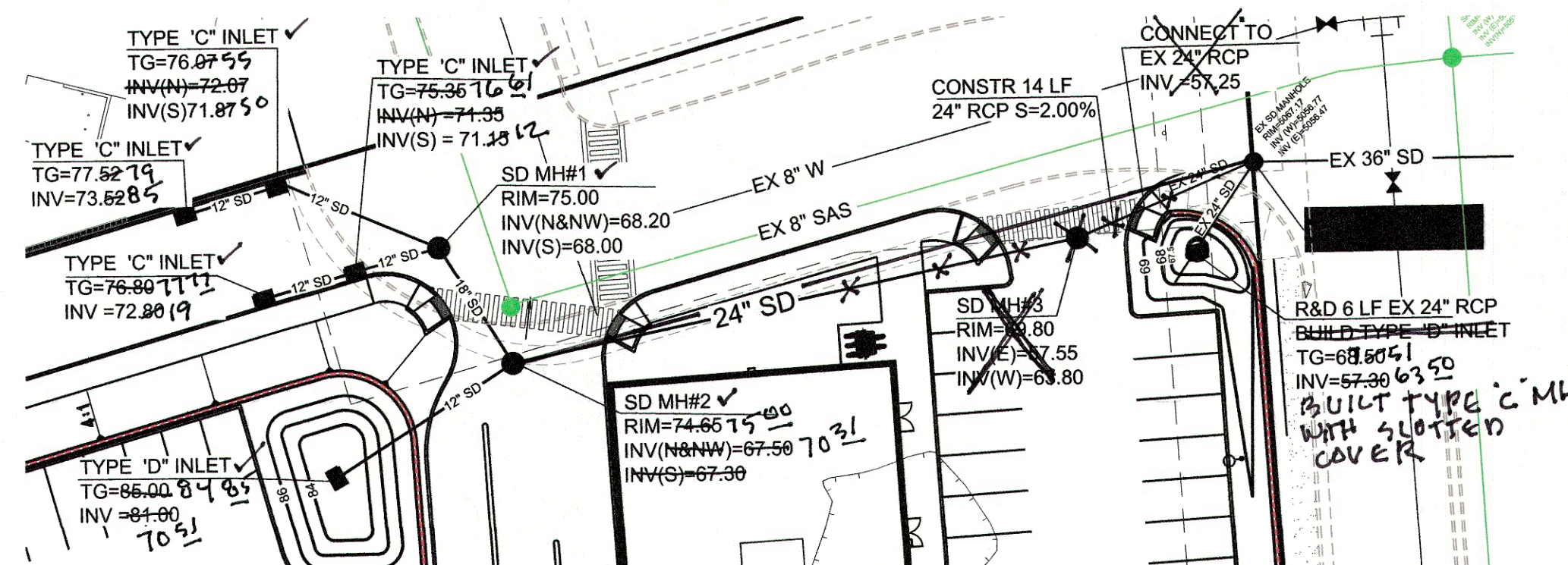
LANDSCAPED SWALE SECTION **F**  
NTS NOT BUILT C-3.0



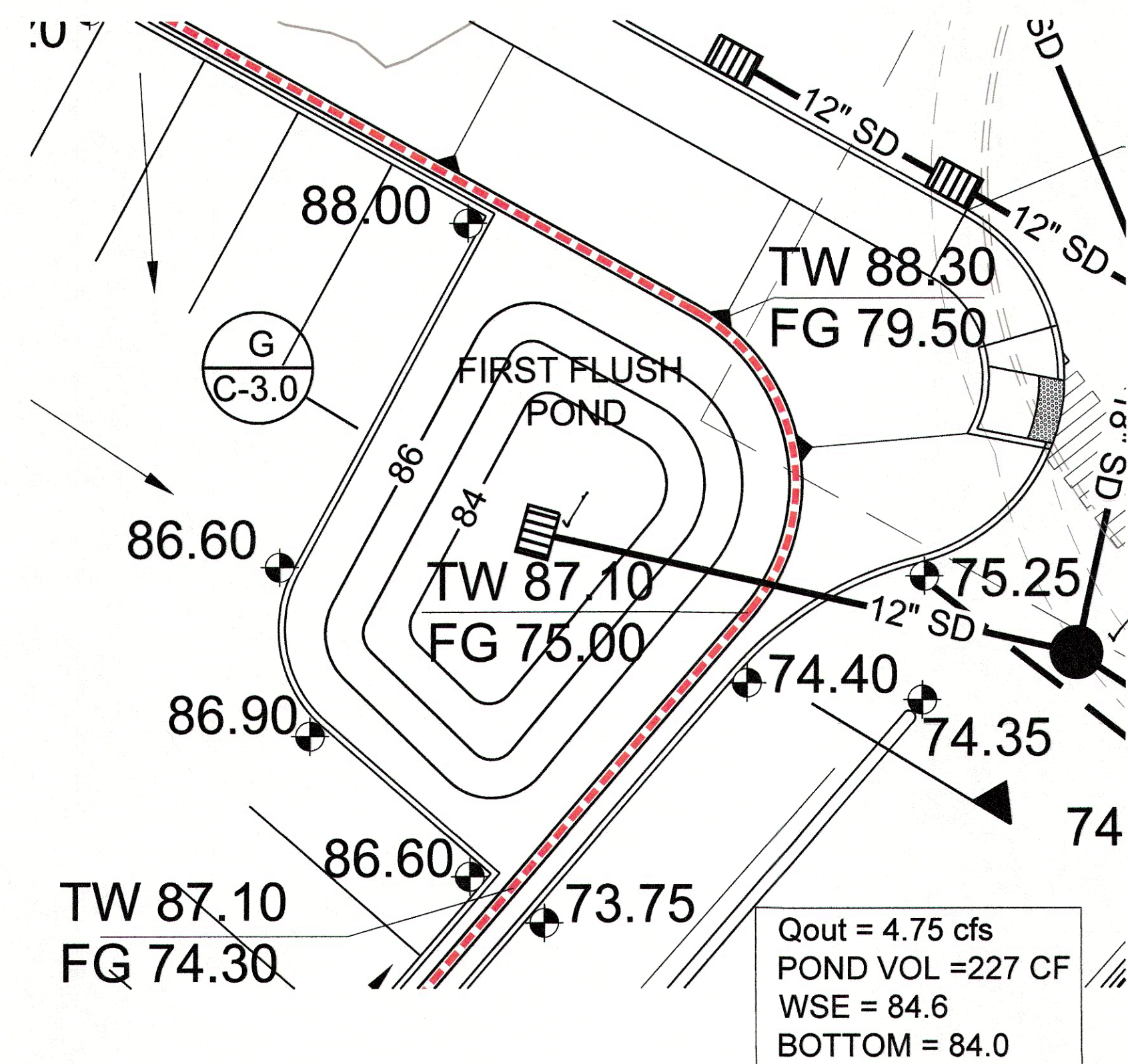
TYPICAL POND SECTION **G**  
NTS C-3.0



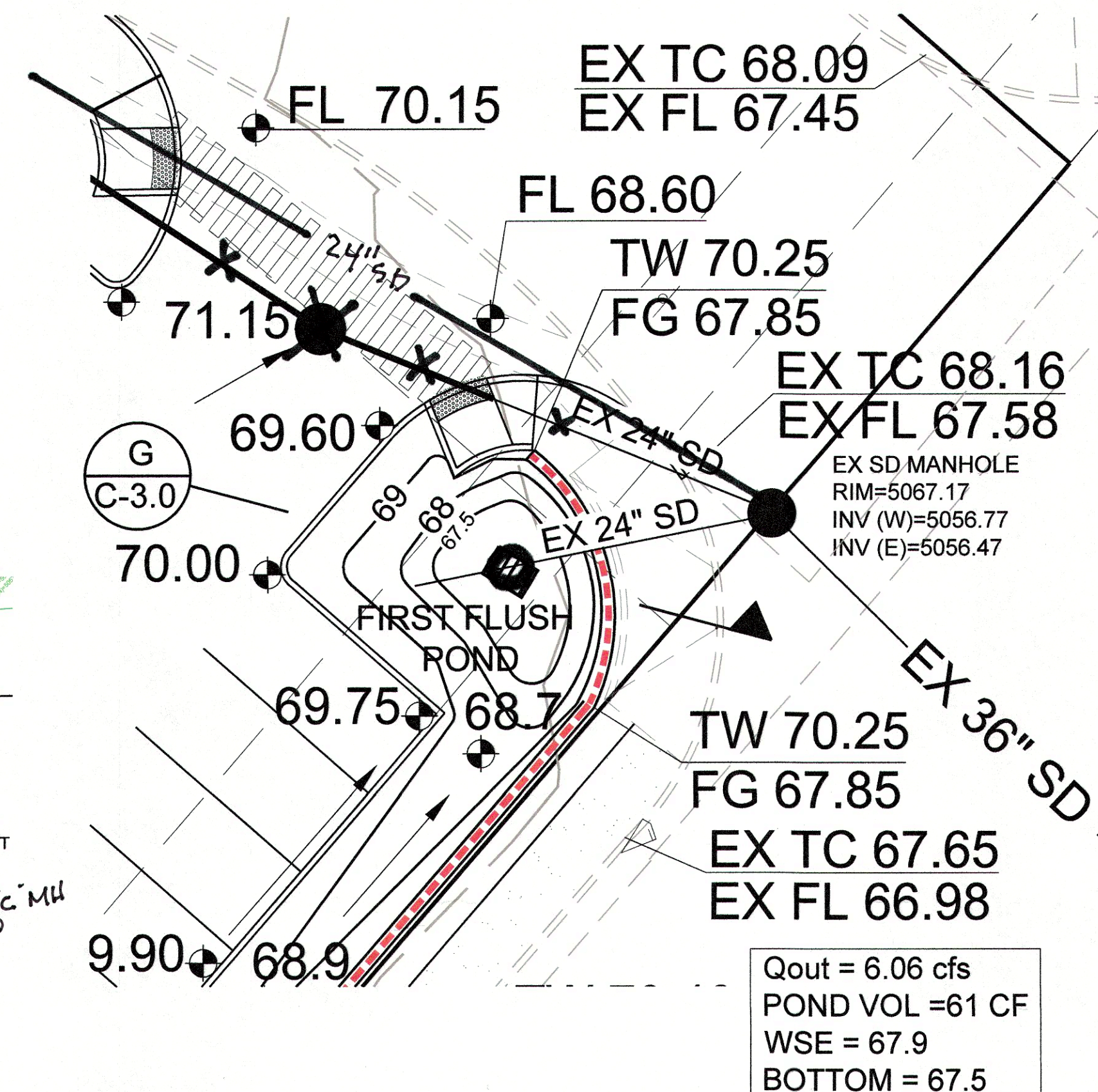
OVERFLOW SPILLWAY **H**  
NTS C-3.0



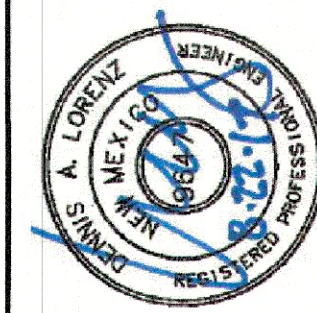
STORM DRAIN PLAN **J**  
1" = 30' C-3.0



FIRST FLUSH POND "B" DETAIL **K**  
1" = 10' NOT BUILT PHASE 2 IMPROVEMENT C-3.0



FIRST FLUSH POND "C" DETAIL **L**  
1" = 10' C-3.0





**PRIVATE FACILITY  
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Eagle Vista LLC ("Owner"), whose address is 9201 Montgomery Blvd. NE, Building No. 1, and whose telephone number is (505) 884-4699 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 C, Cottonwood Pointe, 9651 Eagle Ranch Road NW, Albuquerque, NM 87114, recorded on March 13, 2001 in Book 2001C, Page 77 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:

**Temporary Erosion Control Pond**

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.

**Doc# 2017107334**

11/08/2017 11:26 AM Page: 1 of 4  
COV R:\$25.00 Linda Stover, Bernalillo County





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]:

Title:

Dated:

**CITY OF ALBUQUERQUE:**

By:

Shahab Biazar, P.E., City Engineer

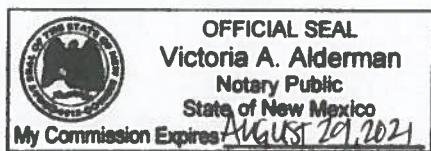
Dated:

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 10<sup>th</sup> day of OCTOBER,  
2017, by LANCE SIGMON (name of person signing permit),  
PRINCIPAL (title of person signing permit) of  
EAGLE VISTA, LLC (Owner).

(SEAL)



Victoria A. Alderman  
Notary Public  
My Commission Expires: AUGUST 29, 2021

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 7<sup>th</sup> day of  
November 2017, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,  
a municipal corporation, on behalf of said corporation.



Charlotte LaBadie  
Notary Public  
My Commission Expires: March 15, 2021

**(EXHIBIT A ATTACHED)**







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DRAINAGE COVENANT**

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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:

**Three (3) permanent First Flush Ponds**

The Drainage Facility is more particularly described in **Exhibit A1, A2** 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.

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**OWNER:**

By [signature]:

Name [print]:

Title:

Dated:

**CITY OF ALBUQUERQUE:**

By:

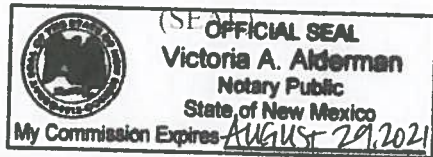
Shahab Biazar, P.E., City Engineer

Dated:

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 19<sup>th</sup> day of OCTOBER,  
2017, by LANCE SIGMON (name of person signing permit),  
PRINCIPAL (title of person signing permit) of  
EAGLE VISTA, LLC (Owner).



Victoria A. Alderman  
Notary Public  
My Commission Expires: AUGUST 29, 2021

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )  
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COUNTY OF BERNALILLO )

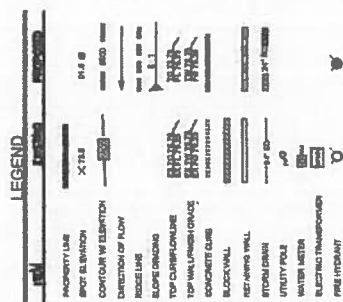
This instrument was acknowledged before me on this 4<sup>th</sup> day of  
November, 2017, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,  
a municipal corporation, on behalf of said corporation.

Charlotte LaBachie  
Notary Public  
My Commission Expires: March 5, 2021



**(EXHIBIT A ATTACHED)**



[illegible]

**KEYED NOTES**

- [illegible]

[illegible]



