

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

June 19, 2020

Shawn Biazar
SBS Construction and Engineering, LLC
10209 Snowflake Ct. NW
Albuquerque, NM 87114

**RE: Kiddie Academy West Side
4590 Paradise Blvd NW
Grading & Drainage Plan
Engineer's Stamp Date: 06/14/20
Hydrology File: C12D003A**

Dear Mr. Biazar:

PO Box 1293

Based upon the information provided in your resubmittal received 06/18/2020, the Grading & Drainage Plan is approved for Building Permit, Grading Permit, and SO-19 Permit.

Albuquerque

Please attach a copy of this approved plan in the construction sets for Building Permit processing along with a copy of this letter. Prior to approval in support of Permanent Release of Occupancy by Hydrology, Engineer Certification per the DPM checklist will be required.

NM 87103

As a reminder, if the project total area of disturbance (including the staging area and any work within the adjacent Right-of-Way) is 1 acre or more, then an Erosion and Sediment Control (ESC) Plan and Owner's certified Notice of Intent (NOI) is required to be submitted to the Stormwater Quality Engineer (Doug Hughes, PE, jhughes@cabq.gov, 924-3420) 14 days prior to any earth disturbance.

www.cabq.gov

Also as a reminder, please provide Drainage Covenant for the stormwater quality pond per Chapter 17 of the DPM prior to Permanent Release of Occupancy. Please submit this on the 4th floor of Plaza de Sol. A \$25 fee will be required.

If you have any questions, please contact me at 924-3995 or rbrissette@cabq.gov.

Sincerely,

Renée C. Brissette, P.E. CFM
Senior Engineer, Hydrology
Planning Department

CROSS-ACCESS AND CROSS-DRAINAGE EASEMENT

This Cross-Access and Cross-Drainage Easement ("**Agreement**") is executed this 8th day of April, 2020, by **Novus Properties, LLC**, a New Mexico limited liability company ("**Novus**"), with a mailing address at PO Box 94088, Albuquerque, New Mexico 87199, in favor of **Aleem Hasham**, as **Buyer** ("**Kiddie Academy**") (collectively, "**Owners**" and individually, "**Owner**").

WHEREAS, Novus owns the property more particularly described as **Lot A-2-B-1** of Fountain Hills Subdivision, as shown on Exhibit A attached hereto, which will be further subdivided into **A-2-B-3** and **A-2-B-4**, and which will be party to this entire agreement upon their creation, per Exhibit B); and

WHEREAS, Kiddie Academy owns the properties more particularly described **Lot A-2-B-2** of Fountain Hills Subdivision as shown on Exhibit A attached hereto, that is located immediately southeast of Tract **A-2-B-1**, and

WHEREAS, Kiddie Academy will construct, partly on **Tract A-2-B-1** and partly on **Tract A-2-B-3** (as shown on Exhibit B) an asphalt driveway located as set forth in Exhibit C attached hereto (the "**Driveway Area**"); and

WHEREAS, Novus and Kiddie Academy wish to execute and record this Agreement to create a non-exclusive easement for use of the Driveway Area by the owners and users of each of Tract A-2-B-1 and A-2-B-3 and the Kiddie Academy (collectively, the "**Benefited Properties**" and individually, a "**Benefited Property**") for ingress, egress and stormwater drainage, and to allocate certain maintenance and other rights and responsibilities relating to the Driveway Area as set forth in this Agreement;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Novus and Kiddie Academy agree as follows:

1. Creation of Easement. Each of Novus and Kiddie Academy hereby declares, establishes, and grants a non-exclusive easement over and across the Driveway Area for vehicular and non-vehicular ingress, egress and access, and for storm drainage and the discharge of water from, over and across the Benefited Properties, provided that such drainage and discharge shall be in compliance with all applicable governmental laws and regulations (the "**Easement**"). The Easement shall be used for the benefit and use of owners, employees, agents, tenants, subtenants, guests, invitees, licensees, and all others at each of the Benefited Properties. Each Owner may use its Benefited Property for any purpose that does not interfere with the rights granted by this Agreement or any other restrictions of record governing such Owner's Benefited Property.
2. Maintenance and Repair. Each Owner of Tract A-2-B-1 or Tract A-2-B-2 (collectively, the "**Affected Properties**" and individually, an "**Affected Property**") shall be responsible for maintenance, repair and replacement of the improvements on that portion of the Driveway Area located on such Owner's Affected Property, and will keep such portion of the Driveway Area improvements in good condition. Neither Owner of an Affected Property shall permit any act that would cause the blockage or unavailability of the Easement except for temporary repair or maintenance obligations that are conducted in a manner to minimize interference with use of the Easement. Such closure or impairment for repair or maintenance shall require in each instance at least ten (10) days' written notice to the

Owner of the other Benefited Properties, and shall not exceed more than thirty (30) days in any calendar year.

3. Remedies.

- a. If an Owner of an Affected Property fails to comply with any obligation set forth in this Agreement (a "**Defaulting Owner**"), including, without limitation, the payment of any sum of money or the performance of any other obligation pursuant to the terms of this Agreement, then the other Owner of an Affected Property (the "**Affected Owner**"), at its option and after thirty (30) days prior written notice to the Defaulting Owner, in addition to any other remedies the Affected Owner may have in law or equity, may proceed to perform such defaulted obligation on behalf of such Defaulting Owner (and shall have a one-time limited license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) the Defaulting Owner cures the default, or (ii) if curable, the default cannot be reasonably cured within that time period but the Defaulting Owner begins to cure such default within such time period and thereafter diligently and continuously pursues such action to completion. The thirty (30) day notice period shall not be required if an emergency exists or if such default causes interference with the operation or use of the Affected Owner's Affected Property which requires immediate action; and in such event, the Affected Owner shall give such notice (if any) to the Defaulting Owner as is reasonable under the circumstances.
- b. Within thirty (30) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Affected Owner for any sum reasonably expended by the Affected Owner due to the default or in correcting the same, together with interest thereon at the rate of twelve percent (12%) per annum, and if such reimbursement is not paid within said thirty (30) days and collection is required, the Affected Owner shall be entitled to file suit to recover the amount so expended, as well as interest as provided above and reasonable costs of collection, including without limitation, reasonable attorneys' fees, expenses and costs of court.

4. General.

- a. Neither Owner of an Affected Property shall grant an easement or easements of any type set forth in Section 1 across any portion of the Driveway Area for the benefit of any property other than the Benefited Properties.
- b. Each Owner of an Affected Property hereby agrees to indemnify, defend and save the other Owner of an Affected Property harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on the portion of the Driveway Area located on the indemnifying Owner's Affected Property, except to the extent caused by the negligence or intentional misconduct of the other Owner of an Affected Property. To the extent applicable, if at all, the indemnification provisions contained in this Agreement are subject to and limited by the provisions of Section 56-7-1 of the New Mexico Statutes.

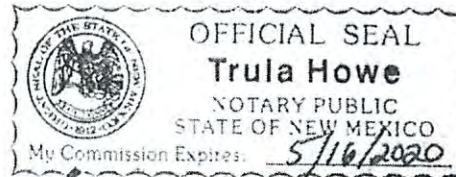
- c. The rights granted, declared and established by the Owners under this Agreement shall be perpetual unless terminated by agreement of all of the Owners of the Benefited Properties. This Agreement until terminated shall run with the land and shall be deemed an easement appurtenant to each of the Benefited Properties.
- d. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Affected Properties or the Driveway Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.
- e. The obligations set forth in this Agreement shall be binding on the current Owners and each of their respective successors in ownership of the Affected Properties.

EXECUTED as of the date set forth above.

Novus: Novus Properties, LLC, a New Mexico limited liability company

By: Michael Montoya
Michael Montoya, Manager

STATE OF New Mexico
COUNTY OF Bernalillo



This instrument was acknowledged before me on April 8, 2020, by Michael Montoya, Manager of Novus Properties, LLC, a New Mexico limited liability company.

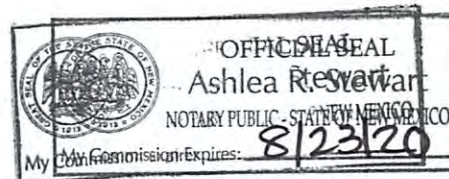
Trula Howe
NOTARY PUBLIC

My commission expires:

5/16/2020

Kiddie Academy: Aleem Hasham, as Buyer

By: Aleem Hasham
Name: Aleem Hasham
Title: Buyer



STATE OF New Mexico
COUNTY OF Bernalillo

This instrument was acknowledged before me on April 9, 2020, by Aleem Hasham of Kiddie Academy, a New Mexico Limited Liability Company.

Ashlea R. Stewart
NOTARY PUBLIC

My commission expires:

8/23/20

Exhibit A

Legal Description of Tract A-2-B-1

Tract lettered "A-2-B-1" and "A-2-B-2" of Plat of Tracts A-2-B-1 & A-2-B-2, Fountain Hills Plaza Subdivision, situated within Projected Section 13, T. 11N. R. 2E. N.M.P.M Town of Alameda Grants, City of Albuquerque, Bernalillo County, New Mexico as the same is shown and designated on said plat, recorded March 10, 2020, in Plat Book R, Page 0029, as Document No. 2020022473, in the office of the County Clerk of Bernalillo County, New Mexico.



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: KIDDIE ACADEMY WEST SIDE **Building Permit #:** _____ **Hydrology File #:** _____
DRB#: _____ **EPC#:** _____ **Work Order#:** _____
Legal Description: TRACT A-2-B-2 FOUNTAIN HILLS PLAZA SUBDIVISION
City Address: 4590 PARADISE BLVE., NW

Applicant: SBS CONSTRUCTION AND ENGINEERING, LLC **Contact:** SHAWN BIAZAR
Address: 10209 SNOWFLAKE CT., NW, ALBUQUERQUE, NM 87114
Phone#: (505) 804-5013 **Fax#:** (505) 897-4996 **E-mail:** AECLLC@AOL.COM

Other Contact: _____ **Contact:** _____
Address: _____
Phone#: _____ **Fax#:** _____ **E-mail:** _____

TYPE OF DEVELOPMENT: _____ PLAT (# of lots) _____ RESIDENCE _____ DRB SITE ☒ ADMIN SITE

IS THIS A RESUBMITTAL? _____ Yes ☒ No

DEPARTMENT _____ TRANSPORTATION ☒ HYDROLOGY/DRAINAGE

Check all that Apply:

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?

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: 6-17-2020 **By:** SHAWN BIAZAR

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____

Location
TRACT A-2-B-2, Fountain Hills Subdivision is located at the northeast corner of Nunzio Avenue NW and Paradise Blvd., NW, containing 1.1941 acre. See attached portion of Vicinity Map C-12-Z for exact location.

Purpose
The purpose of this drainage report is to present a grading and drainage solution for new building and improvements with this tract of land.

Existing Drainage Conditions
This site falls within Master Drainage Plan for Fountain Hills under the City project number C12-D003. This project falls within Basin B-1-A. The site currently drain from northwest to southeast side of the site to Vista Fuente Road and Nunzio Avenue NW. This site drains to Nunzio Avenue. The allowable discharge under Basin B-1-A is (37.73 cfs / 9.03 acres) 4.18 cfs/acre. Therefore, the allowable discharge is (1.19 acres x 4.18 cfs/acre) 5.02 cfs.

Proposed Conditions and On-Site Drainage Management Plan
The proposed runoff under the developed conditions is 4.65 cfs which is less than allowable discharge of 5.02 cfs. We are proposing to pond the 90th Percentile/First Flush requirement (1,08.67 cf). Total retention volume provided is 1,229.78 cf which exceeds the required 1st flush ponding volume. Once the runoff reaches elevation of 5033 it drains out to Nunzios via inlet 3 through 4-6" pipe which are daylighted to the back of a 24" sidewalk culvert.

Calculations
City of Albuquerque, Development Process Manual, Section 22.2, Hydrology Section, was used for runoff calculations. See this plan for AHYMO input and Summary output files.

NOTICE TO CONTRACTOR
PRIVATE DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY (50-19")

1. AN EXCAVATION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY RIGHT-OF-WAY.
2. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY AND HEALTH.
3. TWO WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR MUST CONTACT **NEW MEXICO ONE CALL, DIAL "811"** (OR (505) 260-1990) FOR THE LOCATION OF EXISTING UTILITIES.
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE LOCATIONS OF ALL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
5. BACKFILL COMPACTION SHALL BE ACCORDING TO TRAFFIC/STREET USE.
6. MAINTENANCE OF THE FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY BEING SERVED.
7. WORK ON ARTERIAL STREETS MAY BE REQUIRED ON A 24 HOUR BASIS.
8. CONTRACTOR MUST CONTACT AUGIE ARMIJO AT (505) 857-8607 AND CONSTRUCTION COORDINATION AT 924-3416 TO SCHEDULE AN INSPECTION.

APPROVALS	NAME	DATE
INSPECTOR		

PIPE FLOW CAPACITY CALCULATIONS

4-6" discharge pipes from Inlet 2

h (head) = 1.75' (from elevation 5033.25 to elevation 5035.00)
 A = 0.1963 sf
 g = 32.20

$$Q = 4 \times 0.60 \times 0.1963 \times (2 \times 32.2 \times 1.75)$$

$$Q = 5.00 \text{ cfs} > 4.65 \text{ cfs}$$

*
ZONE 1
*

* 100-YEAR, 6-HR STORM (UNDER HISTORICAL CONDITIONS) *

START TIME=0.0
RAINFALL TYPE=1 RAIN QUARTER=0.0 IN
RAIN ONE=1.87 IN RAIN SIX=2.20 IN
RAIN DAY=2.66 IN DT=0.03333 HR

* ON-SITE COMPUTE NM HYD ID=1 HYD NO=101.0 AREA=0.001876 SQ MI
PER A=100.00 PER B=0.00 PER C=0.00 PER D=0.00
TP=0.1333 HR MASS RAINFALL=-1

* 10-YEAR, 6-HR STORM (UNDER HISTORICAL CONDITIONS) *

START TIME=0.0
RAINFALL TYPE=1 RAIN QUARTER=0.0 IN
RAIN ONE=1.25 IN RAIN SIX=1.47 IN
RAIN DAY=1.77 IN DT=0.03333 HR

* ON-SITE COMPUTE NM HYD ID=1 HYD NO=111.0 AREA=0.001876 SQ MI
PER A=100.00 PER B=0.00 PER C=0.00 PER D=0.00
TP=0.1333 HR MASS RAINFALL=-1

* 100-YEAR, 6-HR STORM (UNDER PROPOSED CONDITIONS) *

START TIME=0.0
RAINFALL TYPE=1 RAIN QUARTER=0.0 IN
RAIN ONE=1.87 IN RAIN SIX=2.20 IN
RAIN DAY=2.66 IN DT=0.03333 HR

* ON-SITE COMPUTE NM HYD ID=1 HYD NO=101.1 AREA=0.001876 SQ MI
PER A=0.00 PER B=12.00 PER C=15.00 PER D=73.00
TP=0.1333 HR MASS RAINFALL=-1

* 10-YEAR, 6-HR STORM (UNDER PROPOSED CONDITIONS) *

START TIME=0.0
RAINFALL TYPE=1 RAIN QUARTER=0.0 IN
RAIN ONE=1.25 IN RAIN SIX=1.47 IN
RAIN DAY=1.77 IN DT=0.03333 HR

* ON-STIE COMPUTE NM HYD ID=1 HYD NO=111.1 AREA=0.001876 SQ MI
PER A=0.00 PER B=12.00 PER C=15.00 PER D=73.00
TP=0.1333 HR MASS RAINFALL=-1

FINISH

24" SIDEWALK CULVERT OPENING CALCULATIONS

24" Sidewalk Culvert 8" High Calculation Using Weir Equation

$Q = CLH^{1.5}$
 $H = 0.67$, $C = 2.95$, $L = 24'$ (2.00')

$2.95 * 24^{1.5} * 0.67^{1.5} = 2.958 * 24^{1.5} * 0.548418636$
 $Q = 3.236 \text{ cfs}$

AHYMO PROGRAM SUMMARY TABLE (AHYMO_97) -
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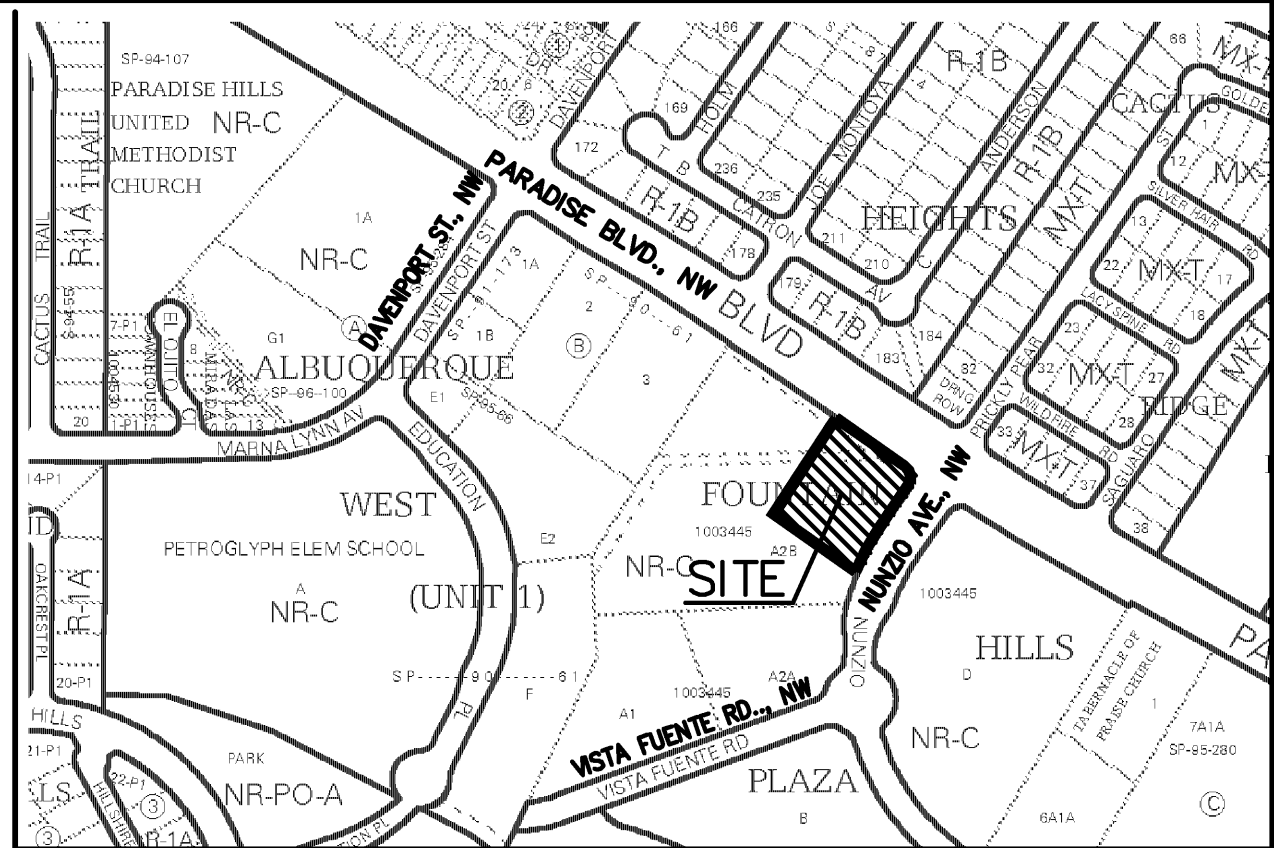
- VERSION: 1997.02d

RUN DATE (MON/DAY/YR) = 04/27/2020
USER NO. = AHYMO-I-9702c01000R31-AH

COMMAND	HYDROGRAPH IDENTIFICATION	FROM ID NO.	TO ID NO.	AREA (SQ MI)	PEAK DISCHARGE (CFS)	RUNOFF VOLUME (AC-FT)	RUNOFF (INCHES)	TIME TO PEAK (HOURS)	CFS PER ACRE	PAGE = 1
START RAINFALL TYPE= 1										
COMPUTE NM HYD	101.00	-	1	.00188	1.56	.044	.43925	1.533	1.302	TIME= .00 RAIN6= 2.200 PER IMP= .00
START RAINFALL TYPE= 1										
COMPUTE NM HYD	111.00	-	1	.00188	.30	.008	.08264	1.533	.247	TIME= .00 RAIN6= 1.470 PER IMP= .00
START RAINFALL TYPE= 1										
COMPUTE NM HYD	101.10	-	1	.00188	4.65	.166	1.65989	1.500	3.873	TIME= .00 RAIN6= 2.200 PER IMP= 73.00
START RAINFALL TYPE= 1										
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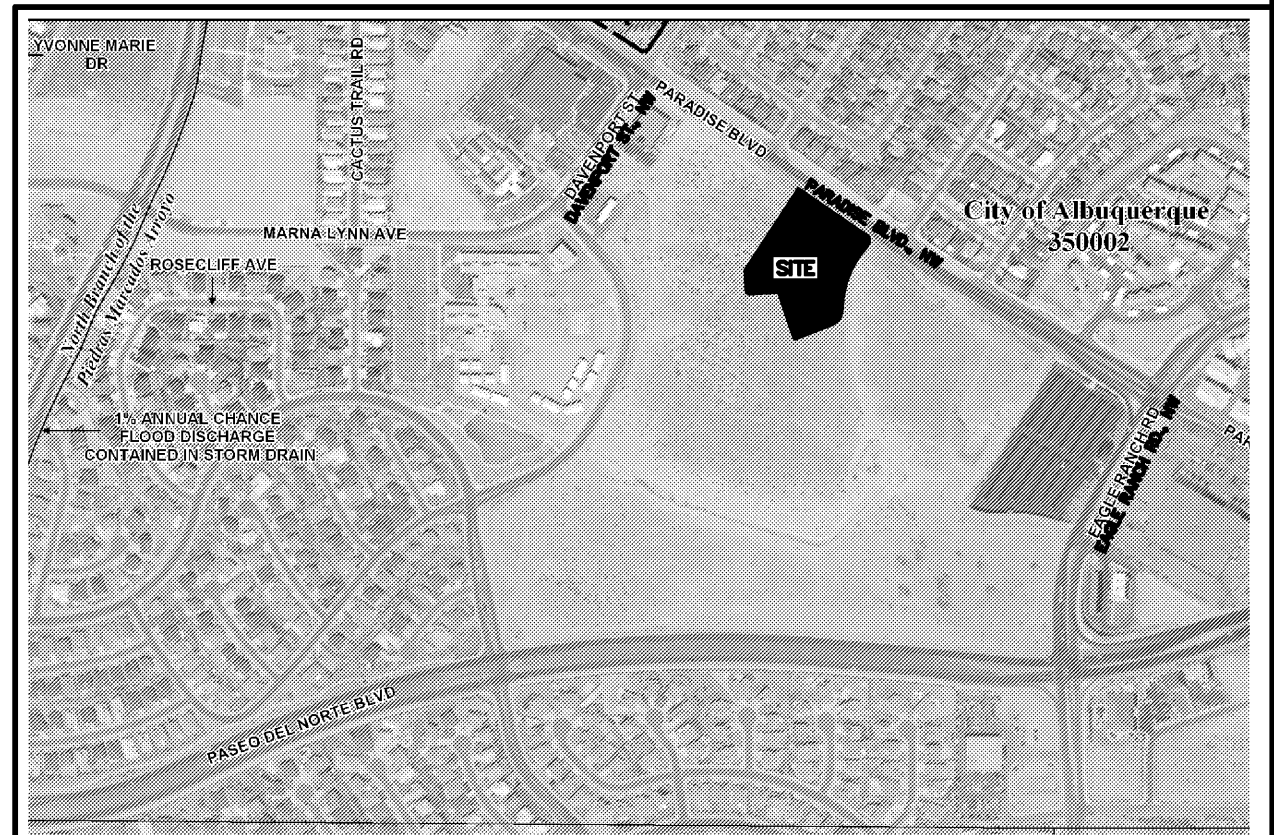
KEYED NOTES:

1. 24" CURB OPENING.
2. PROPOSED 24" SIDEWALK CULVERT.
3. 24" CONCRETE VALLEY GUTTER.
4. DEPPRESSED LANDSCAPING ARE.
5. PROPOSED 8" STORM DRAIN PIPE, SDR 35.
6. 8" NYLOPLAST DRAIN, 7001-110-272.



VICINITY MAP:

C-12-Z



FIRM MAP:
EFFECTIVE DATE:

FM35001C0116G
09-06-2008

LEGAL DESCRIPTION:

TRACT A-2-B-2 FOUNTAIN HILLS PLAZA
CONTAINING 1.1941 ACRES, 52,016.00 SF

GENERAL NOTES:

- 1: CONTOUR INTERVAL IS HALF (1.00) FOOT.
- 2: ELEVATIONS ARE BASED ON CITY OF ALBUQUERQUE CONTROL STATION LSS_302, HAVING AN ELEVATION OF 5444.159 FEET ABOVE SEA LEVEL.
- 3: UTILITIES SHOWN HEREON ARE IN THEIR APPROXIMATE LOCATION BASED ONLY ON ABOVE GROUND EVIDENCE FOUND IN THE FIELD AND AS-BUILT INFORMATION PROVIDED BY THE CLIENT. UTILITIES SHOWN HEREON, WHETHER INDICATED AS ABANDONED OR NOT, SHALL BE VERIFIED BY OTHERS FOR EXACT LOCATION AND/ OR DEPTH PRIOR TO EXCAVATION OR DESIGN CONSIDERATIONS.
- 4: THIS IS NOT A BOUNDARY SURVEY, BEARINGS ARE ASSUMED, DISTANCES AND FOUND PROPERTY CORNERS ARE FOR INFORMATIONAL PURPOSES ONLY.
- 5: SLOPES ARE AT 3:1 MAXIMUM.

LEGEND

- 5030 EXISTING CONTOUR (MAJOR)
- 5029 EXISTING CONTOUR (MINOR)
- BOUNDARY LINE
- X 28.50 PROPOSED SPOT ELEVATION
- X 5029.16 EXISTING GRADE
- X 5075.65 EXISTING FLOWLINE ELEVATION
- PROPOSED RETAINING WALL
- BC=89.08 BOTTOM OF CHANEL
- TC=28.50 TOP OF CURB
- TA=28.00 TOP OF ASPHALT
- HP HIGH POINT
- 86.65 AS-BUILT GRADES
- X 86.65 AS-BUILT SPOT ELEVATIONS

GRAPHIC SCALE

20 10 0 20
SCALE: 1"=20'

**SBS CONSTRUCTION
AND ENGINEERING, LLC**

10209 SNOWFLAKE CT., NW
ALBUQUERQUE, NEW MEXICO 87114
(505) 899-5570

**KIDDIE ACADEMY WEST SIDE
GRADING PLAN**

DRAWING:	DRAWN BY:	DATE:	SHEET #
202002-GD.DWG	SH-B	03-29-2020	1 OF 2

REZA AFAGHPOUR
P.E. #11814



LAST REVISION: 06-14-2020