## CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



May 16, 2019

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

RE: Aloha RV Expansion 8212 Pan American Fwy NE Grading and Drainage Plan Engineer's Stamp Date: 5/7/19 Hydrology File: C18D104

Dear Mr. Biazar:

PO Box 1293

Based on the submittal received on 5/8/19, the Grading and Drainage Plan cannot be approved until the following are corrected:

#### Prior to Grading Permit:

Albuquerque

NM 87103

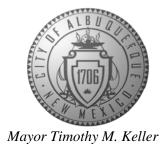
www.cabq.gov

- 1. Bernalillo County Recorded <u>Drainage Covenants (No Public Easement)</u> are required for the storm water control ponds. The original notarized form, exhibit A (legible on 8.5x11 paper), and recording fee (\$25, payable to Bernalillo County) must be turned into DRC (4th, Plaza del Sol) for routing. Please contact Charlotte LaBadie (clabadie@cabq.gov, 924-3996) or Madeline Carruthers (mtafoya@cabq.gov, 924-3997) regarding the routing and recording process for covenants. The routing and recording process for covenants can take a month or longer; Hydrology recommends beginning this process as soon as possible as to not delay approval for Grading Permit. <u>Because there is no Certificate of Occupancy for this work, the covenant needs to be recorded first</u>. Our legal department reviewed the new ordinance and decided the language doesn't provide sufficient warning to the property owner (or future property owners); a recorded covenant is still required.
- 2. <u>Provide recorded crosslot drainage easements across all affected parcels, prior to grading Permit.</u> Alternatively, these lots could be consolidated (re-platted) to remove the need for easements.
- 3. Because these corrections are minor, the administrative resubmittal fee of \$40 may be used. Please include a copy of this letter when resubmitting in order to receive the reduced fee.

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

# CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



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Dana Peterson, P.E.

Sincerely,

Senior Engineer, Planning Dept. Development Review Services

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov



# City of Albuquerque

### Planning Department

### Development & Building Services Division

### DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: ALOHA RV, 8212 PAN AMERICAN FWY					
DRB#: Legal Description: LOTS A, B C, D-1, BLOC					
City Address: 8212 PAN AMERICAN FWY, NE	IN 17, NORTH NEDOWOER WOE NORES	5, 110 OT A, ONT B			
Applicant: SBS CONSTRUCTION AND ENG Address: 10209 SNOWFLAKE CT., NW, ALBI		Contact: SHAWN BIAZAR			
		E-mail: AECLLC@AOL.COM			
Other Contact:Address:					
Phone#:					
TYPE OF DEVELOPMENT: PLAT (	(# of lots)RESIDENCE				
DEPARTMENT TRANSPORTATION  Check all that Apply:  TYPE OF SUBMITTAL:  ENGINEER/ARCHITECT CERTIFICATION  PAD CERTIFICATION  CONCEPTUAL G & D PLAN  X GRADING PLAN  X DRAINAGE REPORT  DRAINAGE MASTER PLAN  FLOODPLAIN DEVELOPMENT PERMIT A  ELEVATION CERTIFICATE  CLOMR/LOMR  TRAFFIC CIRCULATION LAYOUT (TCL)  TRAFFIC IMPACT STUDY (TIS)  STREET LIGHT LAYOUT  OTHER (SPECIFY)  PRE-DESIGN MEETING?	TYPE OF APPR  X BUILDING CERTIFICA  PRELIMINA SITE PLAN SITE PLAN FINAL PLA  APPLIC  SIA/ RELEA FOUNDATI X GRADING SO-19 APPI PAVING PE GRADING/ WORK ORD CLOMR/LO	OVAL/ACCEPTANCE SOUGHT: PERMIT APPROVAL TE OF OCCUPANCY  ARY PLAT APPROVAL FOR SUB'D APPROVAL FOR BLDG. PERMIT APPROVAL ASE OF FINANCIAL GUARANTEE ON PERMIT APPROVAL PERMIT APPROVAL ERMIT APPROVAL PERMIT APPROVAL PAD CERTIFICATION DER APPROVAL DERMIT APP			
DATE SUBMITTED: 4-22-2019		AIN DEVELOPMENT PERMIT PECIFY)			
COA STAFF:	ELECTRONIC SUBMITTAL RECEIVED:				

FEE PAID:\_\_\_\_

## SBS CONSTRUCTION AND ENGINEERING, LLC

May 7, 2019

Mr. Dana Peterson, PE Senior Engineer, Planning Dept. Development Review Services City of Albuquerque Planning Department PO Box 1293, 600 Second Street, NW Albuquerque, NM 87103

RE: Aloha RV, 8212 Pan American FWY, NE, Grading Plan, Hydrology File# C18D104

Dear Mr. Peterson;

The following are the responses to the comments regarding the 8212 Pan American FWY, NE (Aloha RV), Grading Plan comments:

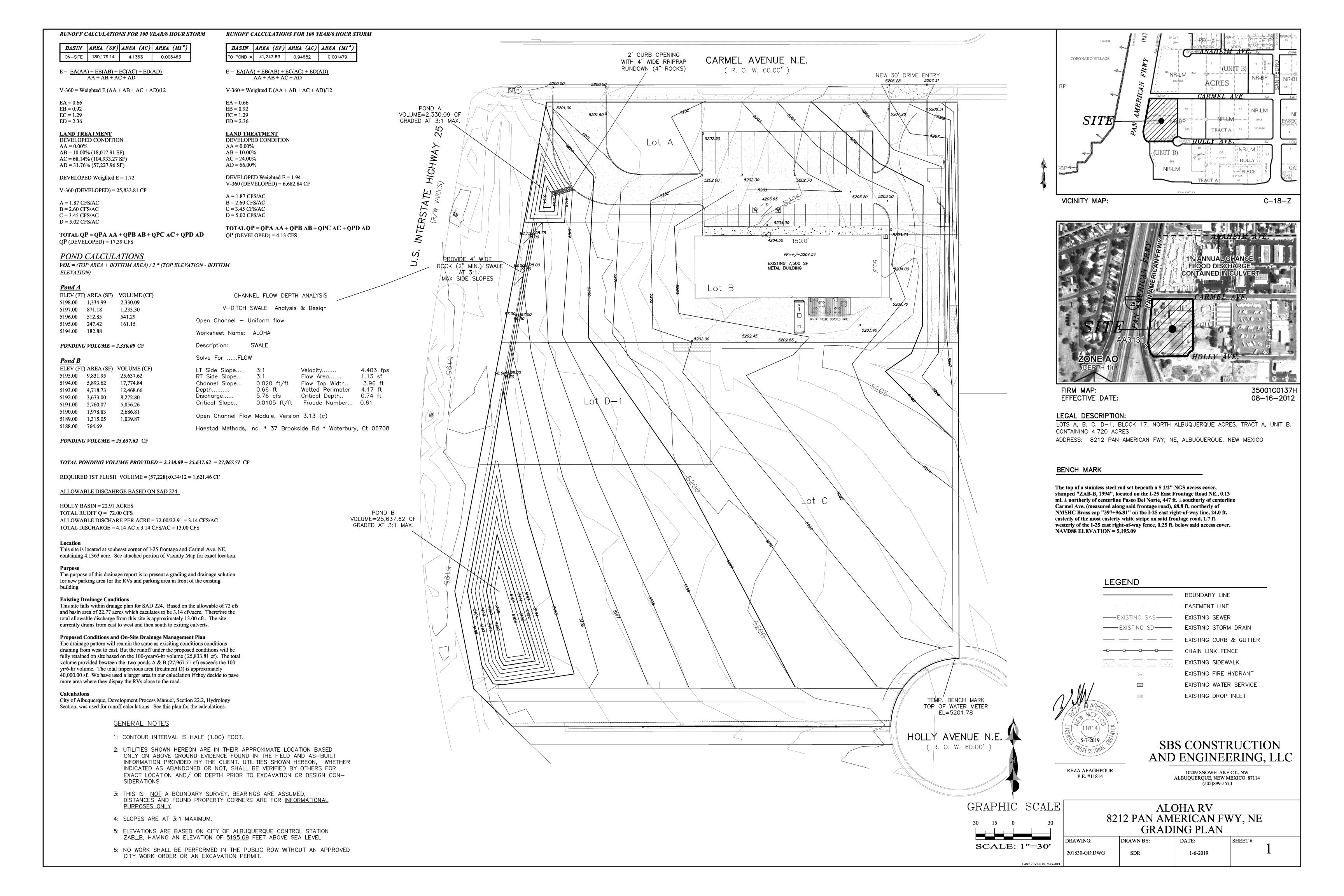
- 1) The grades are correct at the west entrance. Additional elevations are added for the existing grades at the end of the driveway
- 2) An area of 41,243.63 sf (with a runoff of 4.13 cfs drains to Pond A). A 4' wide swale with 3:1 side slopes is added to the plan between Pond A and B. The swale has a runoff capacity of 5.76 cfs as shown on the channel/swale drainage capacity calculations
- 3) The drainage covenant has been submitted for processing and recording. A copy of the drainage covenant will be provided before the certificate of occupancy.

I hope we have addressed all of your comments regarding the grading plan.

If you require additional information regarding this project, please do not hesitate to contact me at (505) 804-5013.

Sincerely,

Shawn Biazar, Managing Member



#### DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Members, LLC ("Owner"), whose address is 8300 Pan American Freeway, NE, Albuquerque, NM 87113 and whose telephone number is (505) 903-7093 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 Owner signs this Covenant.

1. Recital. Owner is the current owner of certain real property described as:
Lots A, B, and C, Block 17, North Albuquerque Acres, Tract A, Unit B, Rec. 9/19/1979 Volume B19, 197 together
Lot D-1, Block 17, North Albuquerque Acres, Tract A, unit B, Rec. August 2, 1999 in Book 99C, page 218.

8212 Pan American Freeway, NE, Albuquerque, NM 87113
in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information).

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

2. <u>I</u>	Description	on and Cons	struction of	Dra	ainag	e Fac	ilities. C	)wne	er shall co	nstruc	t the
following "Drai	nage Fac	ility" within	the Proper	ty at	Own	ner's s	ole exper	ise ir	n accordar	ice wit	h the
standard plans	and sp	ecifications	approved	by	the	City	pursuant	to	Drainage	File	No.
Storm Drain Ponds	s, Hydrolog	y File #C18D10	04								

The Drainage Facility is more particularly described in the attached <u>Exhibit A</u>. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

- 3. <u>Maintenance of Drainage Facility</u>. The Owner will maintain the Drainage Facility at the Owner's cost in accordance with the approved Drainage Report and plans.
- 4. <u>City's Right of Entry</u>. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.
- 5. <u>Demand for Construction or Repair</u>. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

- 6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails 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 may assess the Owner for the cost of the work and for any other expenses or damages, which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.
- 7. <u>Liability of City for Repair after Notice or as a Result of Emergency</u>. The City shall not be liable to the Owner for any damages resulting from the City's maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City
- 8. <u>Indemnification</u>. The Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of, or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. 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 Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- 9. <u>Cancellation of Agreement and Release of Covenant</u>. This Covenant may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer or his designee, and the approval of the City Hydrologist must be endorsed thereon.
- 10. <u>Assessment.</u> 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.
- 11. <u>Notice</u>. For purposes of giving formal written notice to the Owner, Owner's address is:

8300 Pan American Freeway, NE Albuquerque, NM 87113

Notice may be given to the Owner 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 Owner within three (3) days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested,

to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

- 12. <u>Term.</u> This Covenant shall continue until terminated by the City pursuant to Section 9 above.
- 13. <u>Binding on Owner's Property</u>. The covenants and obligations of the Owner set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.
- 14. <u>Entire Agreement</u>. 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 regarding this subject matter.
- 15. <u>Changes to Agreement</u>. Changes to this Covenant are not binding unless made in writing, signed by both parties.
- 16. <u>Construction and Severability</u>. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant will remain valid and enforceable if the remainder is reasonably capable of completion.
- 17. <u>Captions</u>. The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.

OWNER:	CITY OF ALBUQUERQUE:					
By [signature]:	By:					
Name [print]: Peter Larson	Shahab Biazar, P.E., City engineer					
Title: Managing Member	Dated:					
Dated: 5/3/2019						
OWNER'S ACK	NOWLEDGMENT					
STATE OF NEW MEXICO )						
)ss COUNTY OF BERNALILLO )						
This instrument was acknowledged befo 20_19, by Peter Larson  Managing Member  Members, LLC  (SEAL)  OFFICIAL SEAL	(name of person signing permit), (title of person signing permit) of (Owner).					
	tary Public Commission Expires: 12-27-21					
CITY'S ACKNO	OWLEDGMENT					
STATE OF NEW MEXICO ) )ss						
COUNTY OF BERNALILLO )						
This instrument was acknowledged befo20, by Shahab Biazar, a municipal corporation, on behalf of said corporation.	P.E., City Engineer, of the City of Albuquerque,					
(SEAL)	Notary Public My Commission Expires:					

(EXHIBIT A ATTACHED)

