



# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

September 5, 2001

Scott M. McGee, P.E.  
Isaacson & Arfman, P.A.  
128 Monroe Ave NE  
Albuquerque, New Mexico 87108

RE: DISCOUNT TIRE @ TAYLOR RIDGE (E-12/D8A)  
(5701 Coors Rd NW)  
ENGINEERS CERTIFICATION FOR CERTIFICATE OF OCCUPANCY  
ENGINEERS STAMP DATED 10/6/1999  
ENGINEERS CERTIFICATION DATED 8/31/2001

Dear Mr. McGee:

Based upon the information provided in your Engineers Certification submittal dated 8/31/2001, the above referenced site is approved for Permanent Certificate of Occupancy.

If I can be of further assistance, please contact me at 924-3981.

Sincerely,

Teresa A. Martin  
Hydrology Plan Checker  
Public Works Department  
*BUB*

C: Vickie Chavez, COA  
approval file  
drainage file



# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 28, 1999

Scott McGee, P.E.  
Isaacson & Arfman  
128 Monroe Street NE  
Albuquerque, New Mexico 87108

***RE: Grading and Drainage Plan for Discount Tire, Tract D-1-D, Taylor Ridge (E12/D8A)  
Submitted for Building Permit Approval, Engineer's Stamp Dated 10/6/99.***

Dear Mr. McGee:

Based on the information provided, the above referenced Grading and Drainage plan dated October 6, 1999 is approved for Building Permit release.

As you are aware, the Engineer's Certification is required prior to release of the Certificate of Occupancy for this site.

If you have any questions, or if I may be of further assistance to you, please call me at 924-3982.

Sincerely,

Susan M. Calongne, P.E.  
City/County Floodplain Administrator

c: Whitney Reiersen, City Hydrology  
File



# *City of Albuquerque*

August 11, 1999

Scott McGee, P.E.  
Isaacson & Arfman  
128 Monroe Street NE  
Albuquerque, New Mexico 87108

***RE: Conceptual Grading and Drainage Plan for Discount Tire, Tract D-1-D, Taylor Ridge (E12/D8A) Submitted for Site Development Plan for Building Permit Approval, Engineer's Stamp Dated 7/29/99.***

Dear Mr. McGee:

Based on the information provided in the submittal of July 29, 1999, the above referenced Grading and Drainage plan is approved for Site Development Plan for Building Permit approval by the DRB.

Prior to release of the Building Permit, however, please provide the inlet and storm drain capacity calculations for this site.

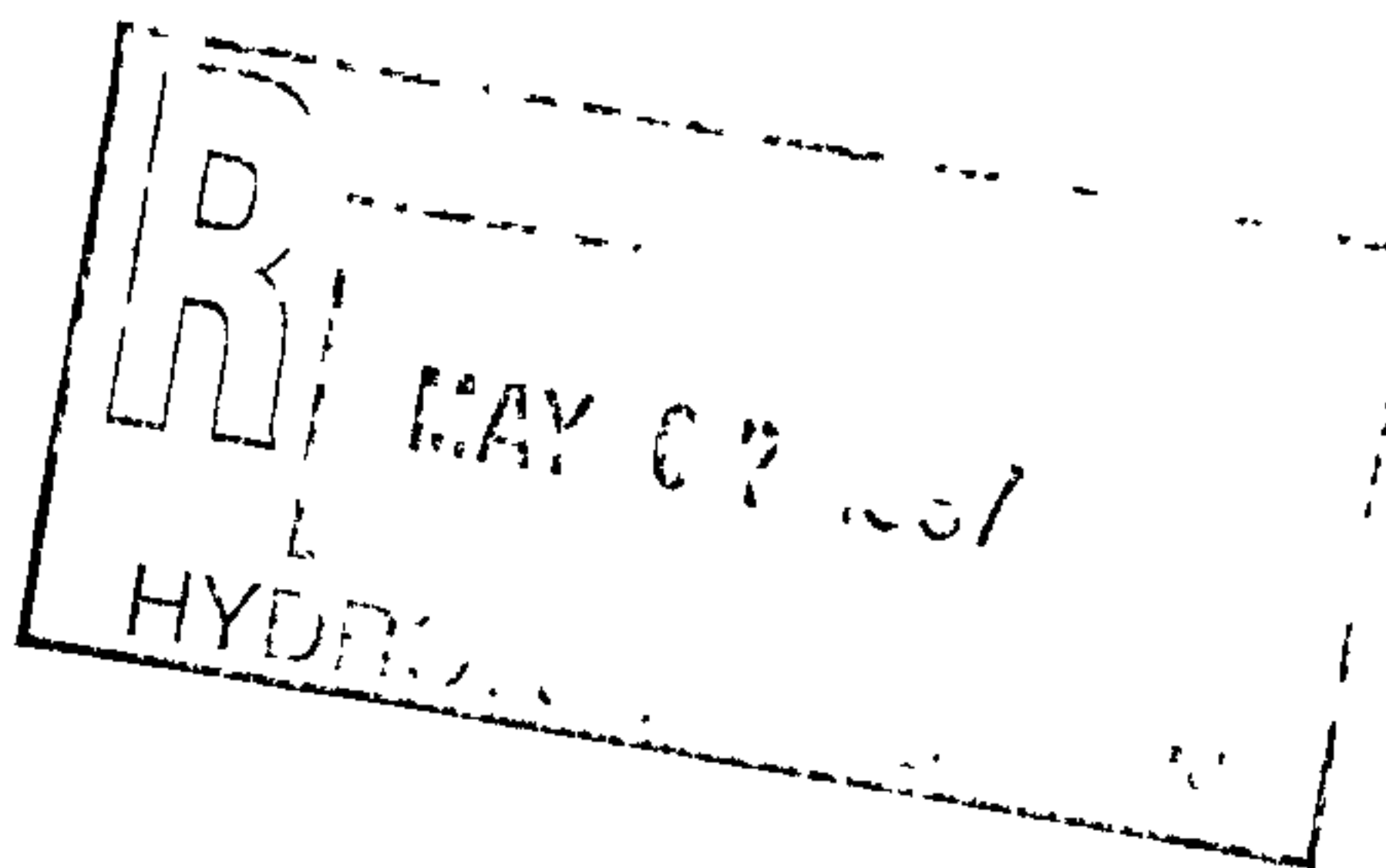
If you have any questions, or if I may be of further assistance to you, please call me at 924-3982.

Sincerely,

Susan M. Calongne, P.E.  
City/County Floodplain Administrator

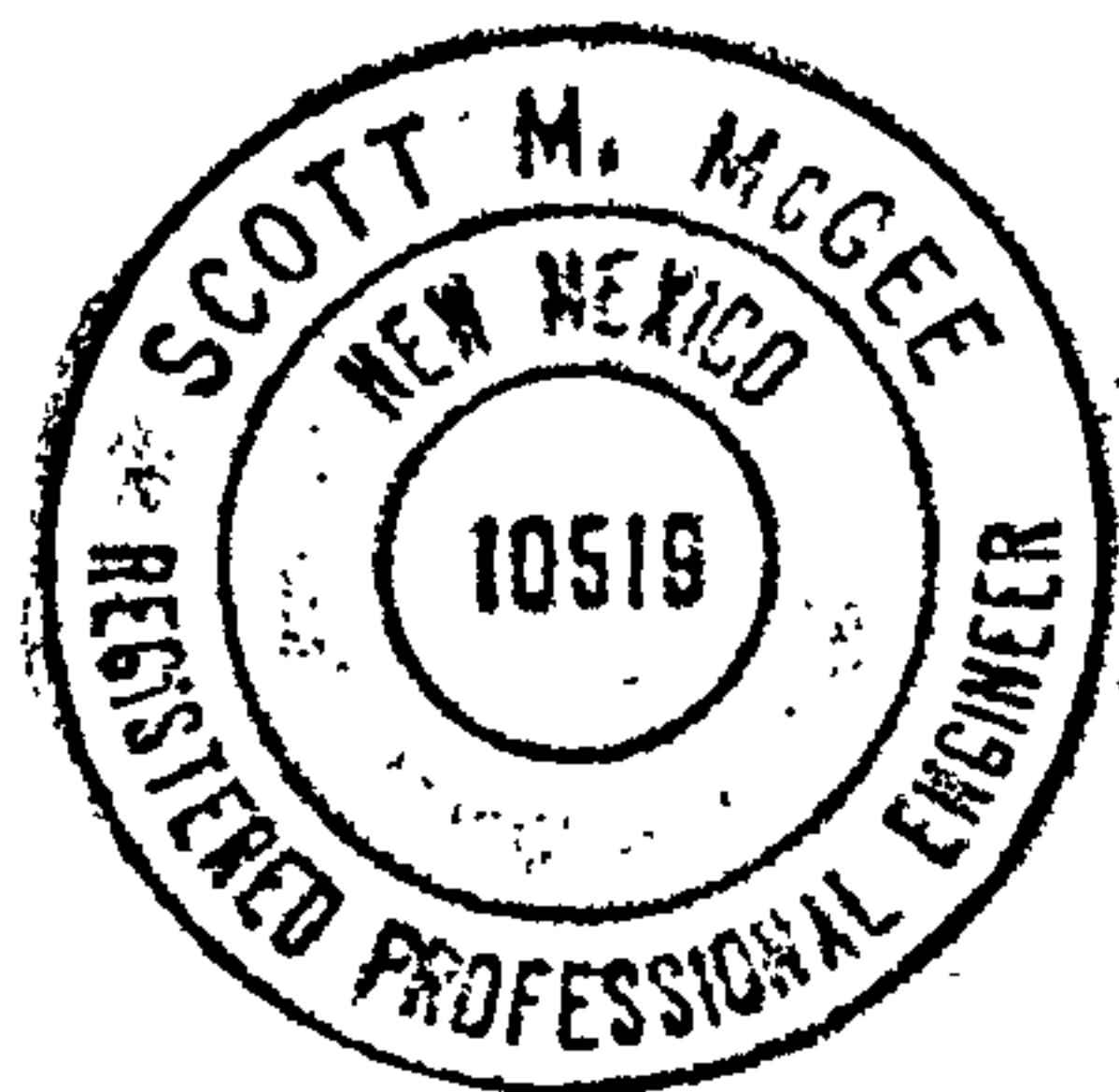
c: ☐ File -

**DRAINAGE REPORT**  
**FOR**  
**TAYLOR RANCH TRACT D-1**  
**ALBUQUERQUE NEW MEXICO**  
**MAY 1997**



**Prepared by:**

**ISAACSON & ARFMAN, P.A.**  
**128 Monroe Street, NE**  
**Albuquerque, NM 87108**



*Scott M McGee* 5-7-97  
**Scott M. McGee, P.E.** **Date**

## **I. INTRODUCTION**

Taylor Ridge Tract D-1 is located at the southwest corner of Coors Road NW (NM State Road 45) and Montano Road NW -- see Vicinity Map in back of report. This tract was regraded as part of the mass-grading performed for the entire Taylor Ridge Subdivision.

The approved Master Drainage Report for Taylor Ridge allows a developed maximum runoff rate of 20.7 cfs for this tract (see Master Drainage Report Appendix page 5), based on assumed land treatments of 10% B and 90% D.

## **II. EXISTING CONDITIONS**

1. Flood Hazard--This site is shown within Zone X, (outside the 500-year floodplain) as shown on FIRM panels 114 and 118.
2. Soils--From the SCS Soil Survey of Bernalillo County, this site is Bluepoint and Bluepoint-Kokan association soils, which are Hydrologic Group 'A' loamy fine sands

3. Topography--Located on the west side of Albuquerque, this land slopes from west to east at 4 to 12 percent. Drainage sheetflows across the site and enters a detention/sedimentation pond near the east side of the site. The eastern 35-feet of the site slopes steeply down to Coors Road. The drainage from this 35-foot strip of land enters the Coors Road right-of-way where it is intercepted by an existing storm drain with beehive grate inlets.
4. Offsite Flows--No offsite flows enter the site, which is bounded by Oxnard Drive to the west, Montano Road to the north, and Coors Road to the east. Four existing catch basins in Oxnard Drive intercept flow from upland areas.

### **III. ONSITE DRAINAGE MANAGEMENT**

The proposed four lot subdivision includes private internal drives along common lot lines. Private access and drainage easements will be provided along these private drives. Private storm drains will be constructed as shown on the Drainage Plan and will allow site runoff to be carried to the public detention pond to the south. Interim sediment ponds will be created on Tracts D-1-A, D-1-B, and D-1-D, which will be drained by a perforated riser (see detail at back of report).



This riser can be removed when these tracts develop and converted to the catch basin(s) needed for the specific development.

The Taylor Ridge Drainage Masterplan allowed a peak runoff rate of 20.7 cfs from this tract. Three distinct areas will discharge freely and this total free runoff will be deducted from the allowable 20.7 cfs rate established by the Masterplan. The proposed abutting sidewalks and driving lanes amount to an additional 0.75 cfs runoff from changing the land treatment type to an impervious surface. A portion of the entry/exit drive (30 ft by 120 ft), to Coors will also discharge freely at 0.35 cfs. The third area is the 35-foot wide sloped area along the east side of the site which will discharge at 0.9 cfs. The total uncontrolled runoff from these three areas is 2.0 cfs.

The net allowable runoff rate is then 18.7 cfs from a reduced area of 4.52 acres. This gives an allowable discharge rate of 4.1 cfs/acre. Some minor on-lot ponding may be required to limit the developed runoff rate to the following amounts.

<u>Tract</u>	<u>Area (Ac)</u>	<u>Q<sub>(CFS)</sub></u>
D-1-A	1.01	4.1
D-1-B	0.90	3.7
D-1-C	1.32*	5.4
<u>D-1-D</u>	<u>1.29*</u>	<u>5.3</u>
Total Area	4.52 Acres	18.5 CFS

\*Net area excludes 35-foot landscape setback along Coors Road and entry/exit drive onto Coors.

#### **IV. PUBLIC DRAINAGE MANAGEMENT**

As a result of the required infrastructure improvements, both Montano and Coors will require additional traffic lanes to be constructed. This added impervious area will discharge freely to the existing storm drain system. The runoff increase (from land treatment 'C' to 'D'), is accounted for by reducing the allowable discharge from Tract D-1.

The existing type 'B' inlet that is being removed from Montano Road NW is being replaced by two catch basins in the right turn lane. An additional beehive inlet is proposed in the west bar-ditch of Coors Blvd. at an existing low point where water presently ponds along the road shoulder.



ANALYZE SUMP INLET ON TRACT D-1-C  
FOR CAPACITY

INLET TYPE: CITY STD. TYPE 'D'

$Q_{req} = 5.7 \text{ cfs}$  (FROM DION'S #4 DRAINAGE PLAN)

GRATE OPEN AREA (SINGLE GRATE)

$$A_{NET} = (2.13)(2.95) - (0.5/12)(1.69)(7) - (0.5/12)(2.95)(13)$$

$$A_{NET} = 6.28 \text{ ft}^2 - 2.09 \text{ ft}^2 = 4.19 \text{ ft}^2$$

⇒ USE 50%  $A_{NET}$  (GRATE 50% CLOGGED)

Calculate  $Q$  for Water @  $TC = 0.5'$

$$Q = CA \sqrt{2gh}$$

$$Q = (0.67) \left( \frac{4.19}{2} \right) \sqrt{64.4(0.5)}$$

$$Q = 7.9 \text{ cfs}$$

(OK - 5.7 cfs REQ'D)



# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

## ***Public Works Department Transportation Development Services Section***

September 28, 2001

Scott McGee, Registered Professional Engineer for Architectural Resources Team,  
Isaacson & Arfman, P.A., Consulting Engineering Associates  
128 Monroe N.E.  
Albuquerque, N.M 87108

Re: Certification submittal for Final building Certificate of Occupancy for  
Discount Tires Inc., [E12/D008]  
5701 Coors Blvd. N.W.,  
Engineer's Stamp dated 7/11/2001.

Dear Mr. McGee,

The TCL/ Letter of Certification submitted is sufficient for acceptance by this office for final Certificate of Occupancy(C.O.). Notification has been made to Building Safety and Final C.O. has been logged in by Vicki Chavez downstairs.

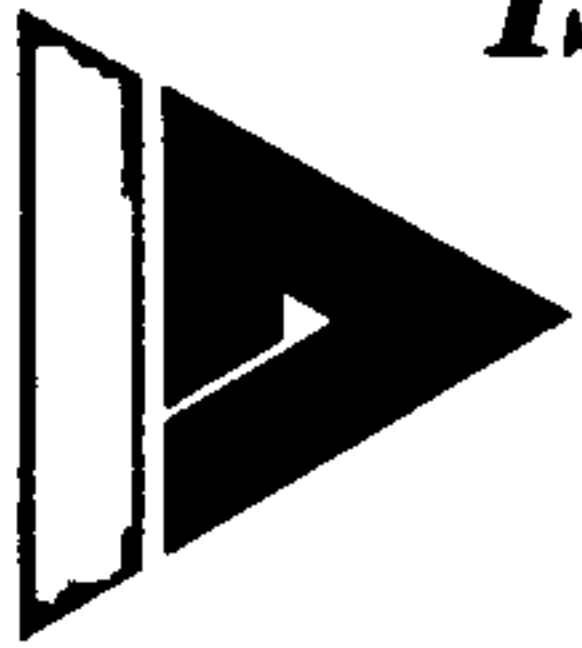
For future reference, please place Engineer's stamp, signed and dated on the Cert. Letter and the TCL/Site Plan must have Engineer's stamp placed on it.

Sincerely,

Mike Zamora,  
Commercial Plan Checker

cc:

Terri Martin  
Office File



**ISAACSON & ARFMAN, P.A.**

**Consulting Engineering Associates**

Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE  
Scott M. McGee, PE

August 31, 2001

*E-12 / D8A*

Mr. Mike Zamora  
Transportation Development Division  
Public Works Department  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

**RE: Discount Tire Store  
5701 Coors Road NW**

Dear Mr. Zamora:

The enclosed as-built plan is submitted for your review and subsequent issuance of the Certificate of Occupancy for the referenced project. I hereby certify that this project was constructed in substantial compliance with the approved plan dated 09/12/00 as field verified by Harris Surveying, NMSL No. 11463 on 08/30/01.

Very truly yours,

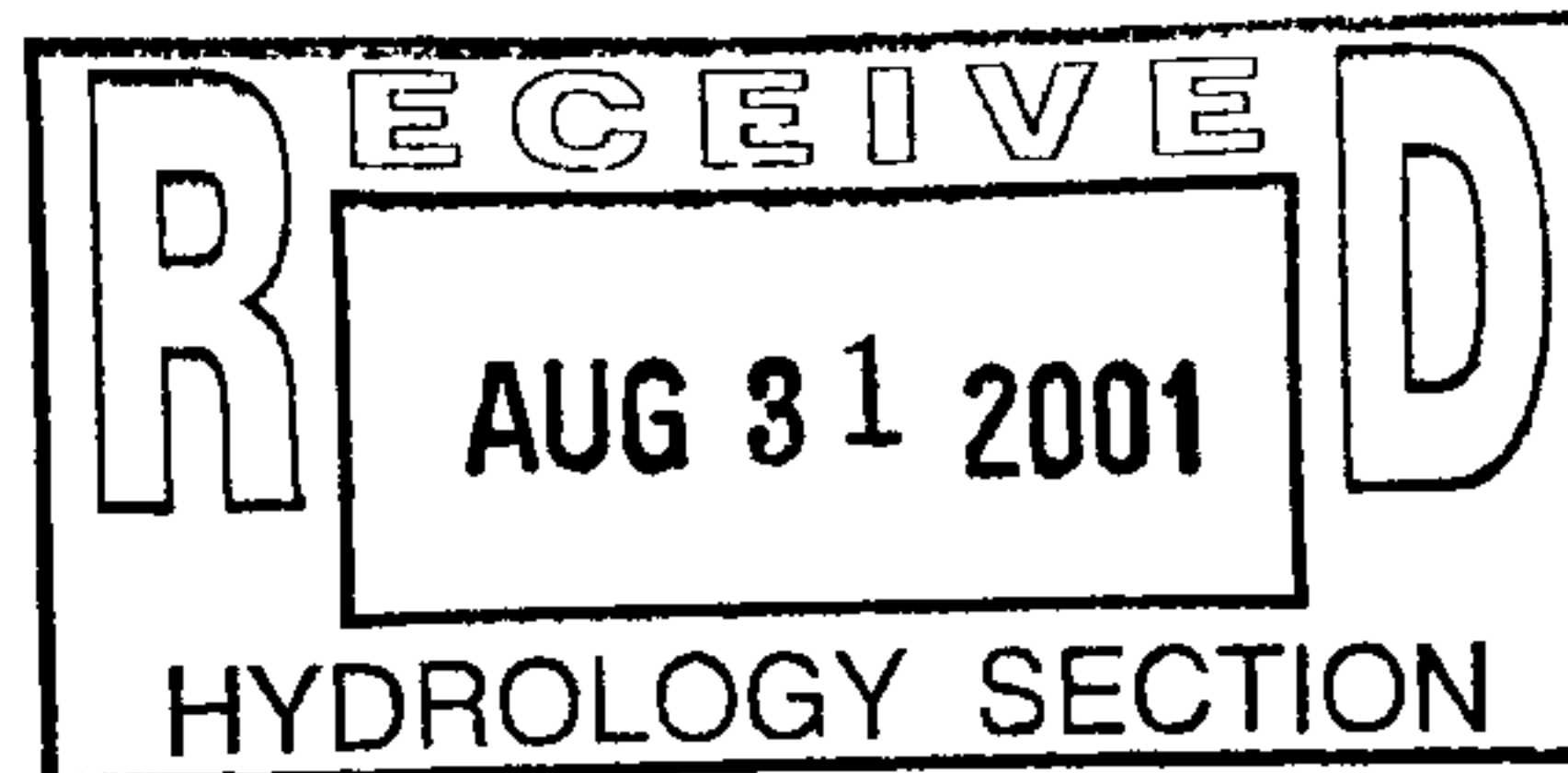
**ISAACSON & ARFMAN, P.A.**

*Scott M McGee*

Scott M. McGee, PE

SMM/rtl

Enclosure



*This Submittal does not Match Approved Plan in Permit Set.  
Randy Bush*

*Final C.O. letter sent. <sup>of rejection</sup> stating wrong Plan.*

*9/28/01 Randy Bush came in, let him know.*

*Final C.O. Called in. Letter Needed sent - 10/1/01*

128 Monroe St. NE • Albuquerque, NM 87108 • (505) 268-8828 • FAX (505) 268-2632

97121209

COPY

GRANT OF STORM DRAINAGE AND SANITARY SEWER EASEMENTS  
AND  
MAINTENANCE AGREEMENT

CITIBANK (ARIZONA), an Arizona corporation ("Citibank") and  
PETER DEFRIES CORPORATION, a New Mexico corporation ("Defries")  
agree:

1. Recitals.

A. Citibank is the owner of the following property  
located in Bernalillo County, New Mexico ("Tract D-1-D"):

Tract D-1-D of Tract D-1, Taylor Ridge  
Subdivision as shown on the plat of  
Tract D-1, Taylor Ridge Subdivision  
filed May 13, 1997 in Map Book 97C,  
Folio 154, records of Bernalillo county,  
New Mexico.

B. Defries is the owner of the following property  
located in Bernalillo County, New Mexico ("Tract D-1-C"):

Tract D-1-C of Tract D-1, Taylor Ridge  
Subdivision as shown on the plat of  
Tract D-1, Taylor Ridge Subdivision  
filed May 13, 1997 in Map Book 97C,  
Folio 154, records of Bernalillo county,  
New Mexico.

C. Citibank desires to grant a storm drainage easement  
over a portion of Tract D-1-D for the benefit of Tract D-1-C and  
Defries desires to grant a sanitary sewer easement over a portion  
of Tract D-1-C for the benefit of Tract D-1-D. Both parties  
desire to provide for the maintenance of the easements.

2. Grant of Storm Drainage Easement. Citibank grants a  
storm drainage easement over the portion of Tract D-1-D set forth  
on the attached Exhibit A for the installation of storm drainage  
improvements, the underground transmission and flow of storm  
water drainage and for maintenance (the "Storm Drainage  
Easement"). The Storm Drainage Easement will benefit Tract D-1-C  
in perpetuity. No structure or improvement of a permanent nature  
will be placed over or above the Storm Drainage Easement,  
provided, however, that parking, driveways, sidewalks, curbs and  
landscaping will be allowed over and on the Storm Drainage  
Easement.

3. Grant of Sanitary Sewer Easement. Defries grants a  
sanitary sewer easement over the portion of Tract D-1-D set forth  
on the attached Exhibit B for the installation, placement and  
maintenance of an underground sanitary sewer line and for  
maintenance (the "Sanitary Sewer Easement"). The Sanitary Sewer  
Easement will benefit Tract D-1-D in perpetuity. No structure or

RECEIVED  
APR 13 1998  
HYDROLOGY SECTION

01:47 PM 4/13/98



improvement of a permanent nature will be placed over or above the Sanitary Sewer Easement, provided, however, that parking and landscaping will be allowed over and on the Sanitary Sewer Easement.

4. Maintenance of Storm Drainage Easement. Defries, and each subsequent owner of Tract D-1-C (the "Tract D-1-C Owner") will be responsible to maintain the Storm Drainage Easement. This maintenance will include restoration of the surface of Tract D-1-D that is disturbed in connection with the Storm Drainage Easement, including replacement of landscaping.

5. Maintenance of Sanitary Sewer Easement. Citibank, and each subsequent owner of Tract D-1-D (the "Tract D-1-D Owner") will be responsible to maintain the Sanitary Sewer Easement. This maintenance will include restoration of the surface of Tract D-1-C that is disturbed in connection with the Sanitary Sewer Easement, including replacement of landscaping.

6. Indemnification. Each Tract D-1-C Owner indemnifies, defends and saves the Tract D-1-D Owner harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring as a result of the Storm Drainage Easement, except if caused by the act or neglect of the Tract D-1-D Owner. Each Tract D-1-D Owner indemnifies, defends and saves the Tract D-1-C Owner harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring as a result of the Sanitary Sewer Easement, except if caused by the act or neglect of the Tract D-1-C Owner. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this obligation will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

7. Inurement. The easements, covenants, restrictions, benefits and obligations created by this Agreement will inure to the benefit of and be binding upon the Tract D-1-C Owner and the Tract D-1-D Owner (together the "Owners" and each, an "Owner") and their successors and assigns; provided, however, that if either Owner conveys any portion or all of its interest in the tract owned by it, such Owner shall thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the property conveyed by it, and provided further, that no such sale shall release such

Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

8. Duration. Except as otherwise provided herein, this Agreement shall remain in full force and effect in perpetuity.

9. Default and Remedies.

A. In the event of any violation or threatened violation of any provision in this Agreement by an Owner, lessee, or occupant of either Tract D-1-C or Tract D-1-D, an Owner shall have the right, in addition to the other remedies herein provided, to enjoin such violation or threatened violation and/or to sue for damages resulting therefrom.

B. Should an Owner fail to timely perform any of its obligations hereunder and thereafter fail to perform or fail to diligently pursue the performance of such obligations within fifteen (15) days of its receipt of an Owner's written demand therefor, the Owner giving such notice shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Owner and the defaulting Owner shall reimburse the curing Owner for the cost of performing such work within thirty (30) days after the receipt of billing therefor and proof of payment thereof. In the event the defaulting Owner does not reimburse the curing Owner, the curing Owner shall have (a) the right to exercise any and all rights which such curing Owner might have at law to collect the same, and (b) have a lien on the property owned by the curing Owner but not reimbursed by the defaulting Owner, which amount shall bear interest at twelve percent (12%) per annum, from the date of billing until paid. Such lien may be filed for record by the curing Owner as a claim against the defaulting Owner, in the form required by law, in the office of the County Clerk of Bernalillo County, State of New Mexico, signed and certified, which lien shall contain at least the following information:

- (i) The name of the lien claimant, if any;
- (ii) The name of the defaulting Owner, a description of the work performed on behalf of such Owner and a statement itemizing the cost thereof;
- (iii) A description of the property being liened. The lien so claimed shall attach from the date of recordation in the amount claimed by the Owner curing the default and it may be enforced and foreclosed in any manner allowed by law, including but not limited to suits to foreclose a mortgage or mechanic's lien under



the applicable law or laws of the State of New Mexico.

Such a lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or becomes attached to such real property after the time or recording the claim of lien.

10. Modification and Extinguishment. This Agreement may not be modified or terminated in any respect whatsoever or rescinded, in whole or in part, except with the consent of all Owners and then only by written instrument duly executed and acknowledged by such Owners.

11. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of either Tract D-1-C or Tract D-1-D to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purpose herein expressed.

12. Attorneys Fees. In the event that legal proceedings are brought or commenced to enforce any of the terms of this Agreement, the successful party in such action shall then be entitled to receive and shall receive from the defaulting party a reasonable sum as attorneys' fees and costs.

13. Notice. Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, postage prepaid, or by another commercially recognized means of delivery, addressed to the street address of the parcel of the property owned by the receiving Owner and as follows, as long as Citibank and Defries are Owners:

CITIBANK: Citibank (Arizona)  
4041 North Central Avenue, Third Floor  
Phoenix, Arizona 85012  
Attention: Daniel R. Porth

DEFRIES: Peter Defries Corporation  
10301 Second Street, NW  
Albuquerque, New Mexico 87117  
Attention: Jon Patten

The person and the place to which notices are to be mailed may be changed by the Owners by written notice to the other.

14. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico.

15. Liberal Construction and Interpretation. This Agreement will be liberally construed. If any provision of this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid will be favored over an interpretation that would render it invalid. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.

16. Integration. This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations.

DATED: November 13, 1997

CITIBANK (ARIZONA), an Arizona corporation

By [Signature] DORENE WALDEN  
Its VICE PRESIDENT  
(602) 631-4128  
#2515435

PETER DEERIES CORPORATION, a New Mexico corporation

By [Signature]  
Its PRESIDENT

STATE OF Arizona )  
COUNTY OF Maricopa ) ss.

This instrument was duly acknowledged before me this 13<sup>th</sup> day of November 1997, by Dorene J. Walden, Vice President of Citibank (Arizona), an Arizona corporation.

[Signature]  
Notary Public



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

This instrument was duly acknowledged before me this 17th  
day of November, 1997, by Diane G. Stefonov  
\_\_\_\_\_ of Peter Befides Corporation, a New  
Mexico corporation.

Diane G. Stefonov  
Notary Public

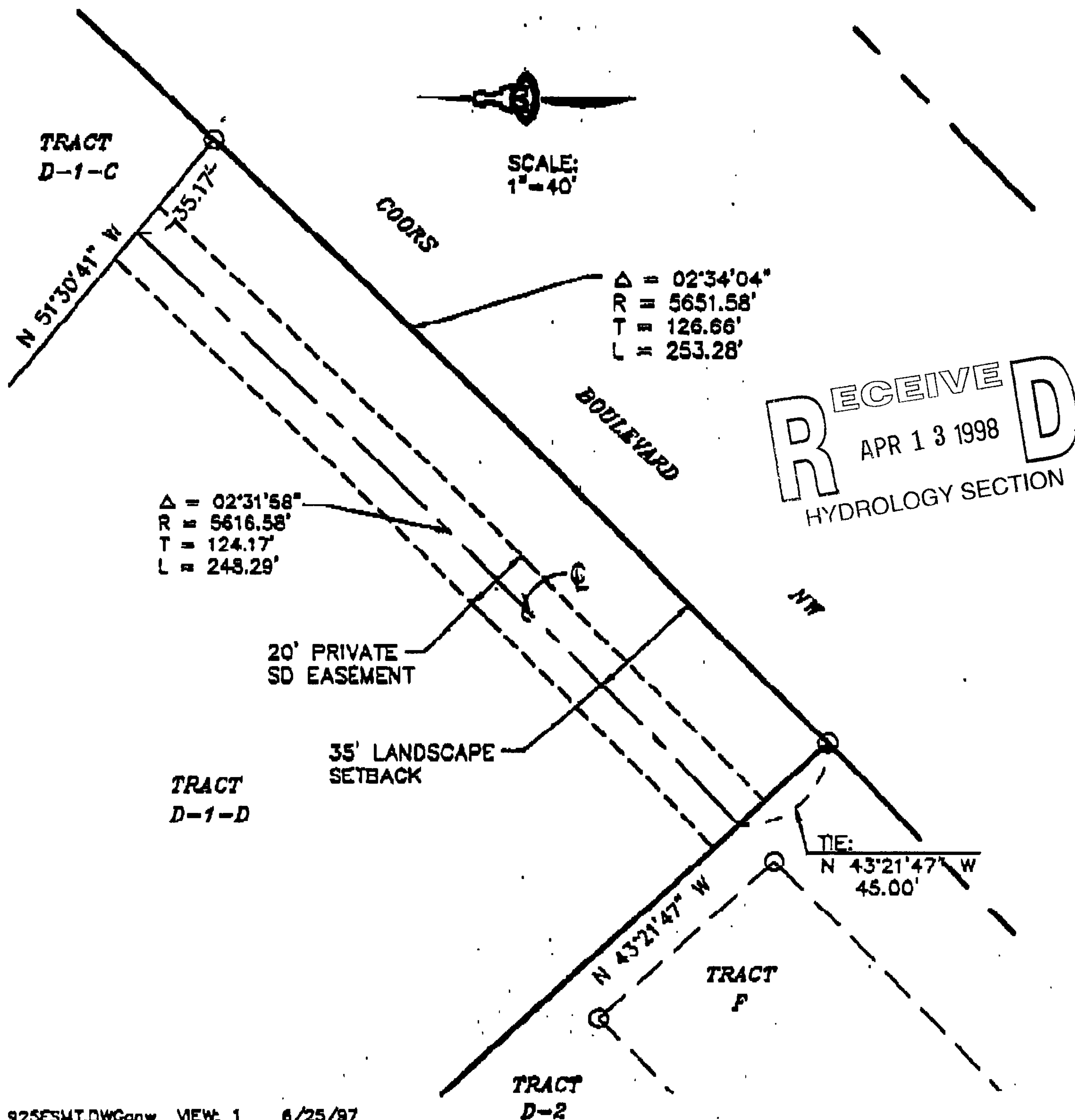
My commission expires:

11/12/2000

citibank\hmv\legaldoc\esmtmain  
08/06/97

**TAYLOR RIDGE, TRACT D-1-D**  
**20' PRIVATE SD EASEMENT**

**JUNE 1997**



925ESMT.DWGanw VIEW: 1 6/25/97

**EXHIBIT A**  
(Page 1 of 2)

**TAYLOR RIDGE, TRACT D-1-D**  
**20' PRIVATE SD EASEMENT**

**LEGAL DESCRIPTION**

A certain parcel of land situate within Section 25, Township 11 North, Range 2 East, New Mexico Principal Meridian, Albuquerque, New Mexico, being wholly within Tract D-1-D, Taylor Ridge Subdivision, as the same is filed for record in the Office of the County Clerk of Bernalillo County on May 13, 1997, in Volume 97C, Folio 154, and is more particularly described as follows:

Beginning at a point from whence the southeast corner of Tract D-1-D bears N 43°21'47" W, 45.00 feet, said point being the Point of Beginning of the centerline of a 20' private storm drain easement;

Thence, 248.29 feet along a curve to the left having a radius of 5651.58 feet through a central angle of 02°31'58" to a point on the southeasterly line of said Tract D-1-D and containing 0.1140 acres.

The side lines of said easement to be extended or shortened to meet at angle points and to terminate at property lines.

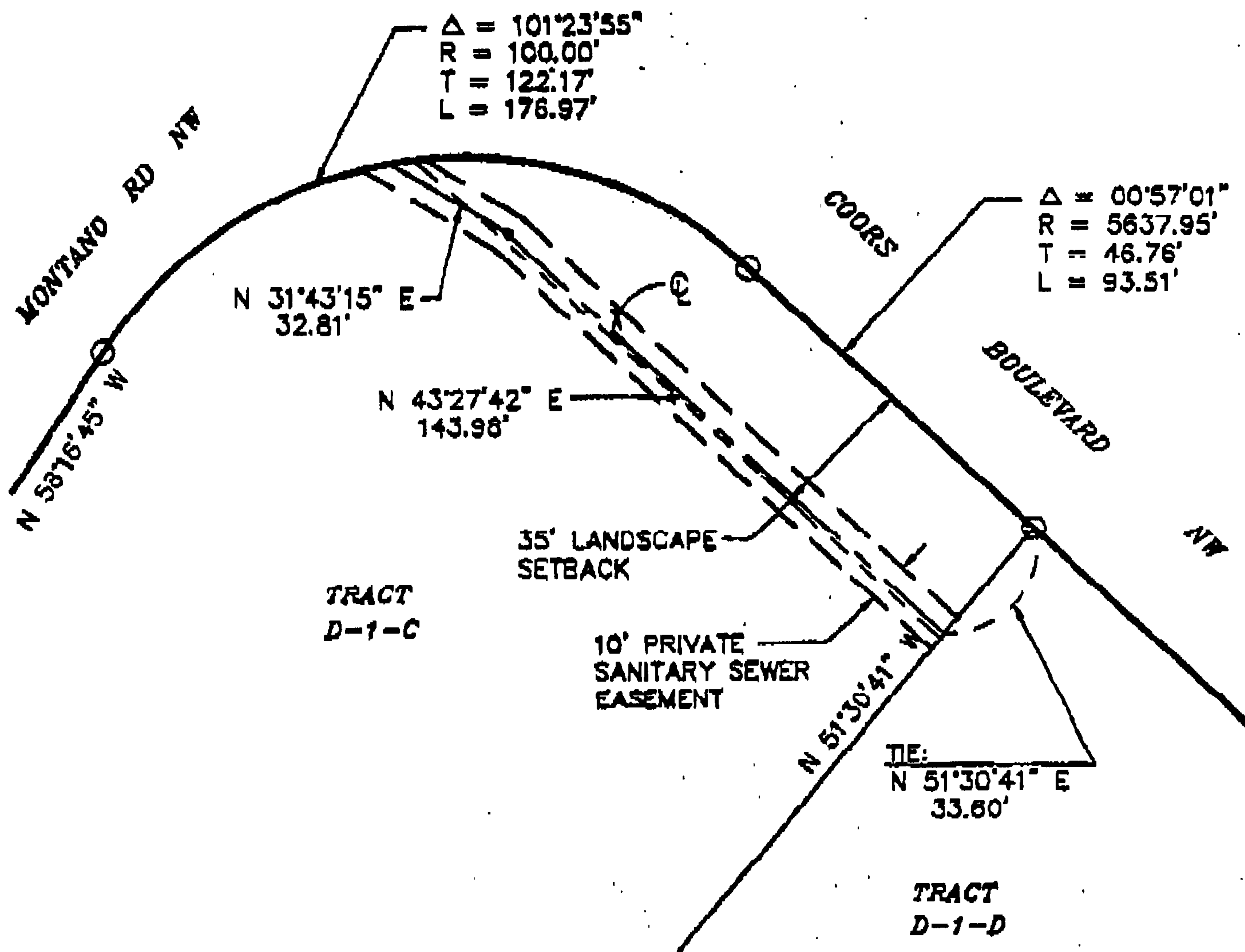


**TAYLOR RIDGE, TRACT D-1-C**  
**10' PRIVATE SAS EASEMENT**

**JUNE 1997**



SCALE:  
1"=40'





**TAYLOR RIDGE TRACT D-1-C**  
**10' PRIVATE SD EASEMENT**

**LEGAL DESCRIPTION**

A certain parcel of land situate within Section 25, Township 11 North, Range 2 East, New Mexico Principal Meridian, Albuquerque, New Mexico, being wholly within Tract D-1-C, Taylor Ridge Subdivision, as the same is filed for record in the Office of the County Clerk of Bernalillo County on May 13, 1997, in Volume 97C, Folio 154, and is more particularly described as follows:

Beginning at a point from whence the south most corner of Tract D-1-C bears N 51°30'41" E, 33.60 feet, said point being the Point of Beginning of the centerline of a 10' private sanitary sewer easement;

Thence, N 43°27'42" E, 143.98 feet;

Thence, N 31°43'15" E, 32.81 feet and containing 0.0406 acres.

The side lines of said easement to be extended or shortened to meet at angle points and to terminate at property lines.