

CITY OF ALBUQUERQUE



November 20, 2017

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

RE: **2100 Osuna NE**
Grading Plan Engineer's Stamp Date 11/15/17
Drainage Report Engineer's Stamp Date: missing
Drainage File: E16D001

Dear Mr. Soule:

Based on the information provided in your submittal received 11/16/17, the Grading Plan and Drainage Report cannot be approved for Grading, Paving or Building Permit until the following are addressed:

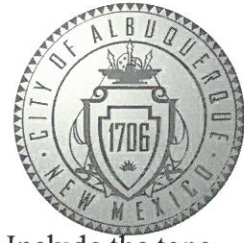
General.

1. The complete package needs to be resubmitted, both paper and electronic.
2. Provide an agreement, signed by the 2 lot owners, showing that Lot 1A is allowed cross-lot drainage and ponding onto lot 4B. The Intent to Lease makes no mention of drainage.
3. A Bernalillo County Recorded Private Facility Drainage Covenant, signed by the owner of Lot 4A, is required for the portion of the ponds located on lot 4A. The original notarized form, pond exhibit, and recording fee (\$25 payable to City of Albuquerque) must be turned into DRC (4th, Plaza del Sol) for routing.
4. A Bernalillo County Recorded Private Facility Drainage Covenant, signed by the owner of Lot 1A, is required for the portion of the ponds located on lot 1A. The original notarized form, pond exhibit, and recording fee (\$25 payable to City of Albuquerque) must be turned into DRC (4th, Plaza del Sol) for routing.
5. The provided draft is an outdated version and separate covenants are required. Additionally, exhibits with 0.10" font (minimum) are required. 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.

Drainage Report.

1. How does Lot 1B (to the south of this site) drain? It appears to drain to its NE corner and onto the SW corner of your site. Provide additional discussion regarding this. If there are

CITY OF ALBUQUERQUE



off-site flows, these will need to be routed across your site as well. Include the topo figure in the Drainage Report to support this discussion.

Grading Plan.

1. Provide a section view through the retaining wall (including dimensions, lease line, and basis of establishing the lease line).

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

Sincerely,

Dana Peterson, P.E.
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 09/2015)

Project Title: _____ **Building Permit #:** _____ **City Drainage #:** _____

DRB#: _____ **EPC#:** _____ **Work Order#:** _____

Legal Description: _____

City Address: _____

Engineering Firm: _____ **Contact:** _____

Address: _____

Phone#: _____ **Fax#:** _____ **E-mail:** _____

Owner: _____ **Contact:** _____

Address: _____

Phone#: _____ **Fax#:** _____ **E-mail:** _____

Architect: _____ **Contact:** _____

Address: _____

Phone#: _____ **Fax#:** _____ **E-mail:** _____

Other Contact: _____ **Contact:** _____

Address: _____

Phone#: _____ **Fax#:** _____ **E-mail:** _____

Check all that Apply:

DEPARTMENT:

- ☐ HYDROLOGY/ DRAINAGE
☐ TRAFFIC/ TRANSPORTATION
☐ MS4/ EROSION & SEDIMENT CONTROL

TYPE OF SUBMITTAL:

- ☐ ENGINEER/ ARCHITECT CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
☐ GRADING PLAN
☐ DRAINAGE MASTER PLAN
☐ DRAINAGE REPORT
☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ EROSION & SEDIMENT CONTROL PLAN (ESC)
- ☐ OTHER (SPECIFY) _____

CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

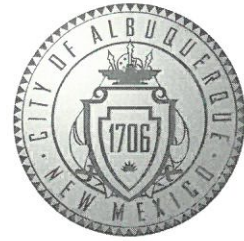
- ☐ BUILDING PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY
- ☐ PRELIMINARY PLAT APPROVAL
☐ SITE PLAN FOR SUB'D APPROVAL
☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
☐ FINAL PLAT APPROVAL
☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
☐ FOUNDATION PERMIT APPROVAL
☐ GRADING PERMIT APPROVAL
☐ SO-19 APPROVAL
☐ PAVING PERMIT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

IS THIS A RESUBMITTAL?: ☐ Yes ☐ No

DATE SUBMITTED: _____ **By:** _____

COA STAFF: _____ ELECTRONIC SUBMITTAL RECEIVED: _____

CITY OF ALBUQUERQUE



September 22, 2017

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

RE: **2100 Osuna NE**
Grading Plan Engineer's Stamp Date 8/1/17
Drainage Report Engineer's Stamp Date: 9/1/17
Drainage File: E16D001

Dear Mr. Soule:

Based on the information provided in your submittal received 9/11/17, the Grading Plan and Drainage Report cannot be approved for Building Permit until the following are addressed:

General.

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

1. Provide an agreement, signed by the 2 lot owners, showing that Lot 1A is allowed cross-lot drainage and ponding onto lot 4B. **the intent to lease is attached**
2. A Bernalillo County Recorded Private Facility Drainage Covenant, signed by the owner of Lot 4A, is required for the portion of the ponds located on lot 4A. The original notarized form, pond exhibit, and recording fee (\$25 payable to City of Albuquerque) must be turned into DRC (4th. Plaza del Sol) for routing.
A draft is attached and will be submitted upon conditional approval of plan
3. A Bernalillo County Recorded Private Facility Drainage Covenant, signed by the owner of Lot 1A, is required for the portion of the ponds located on lot 1A. The original notarized form, pond exhibit, and recording fee (\$25 payable to City of Albuquerque) must be turned into DRC (4th. Plaza del Sol) for routing.
A draft is attached and will be submitted upon conditional approval of plan
4. 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. **we acknowledge and will submit**

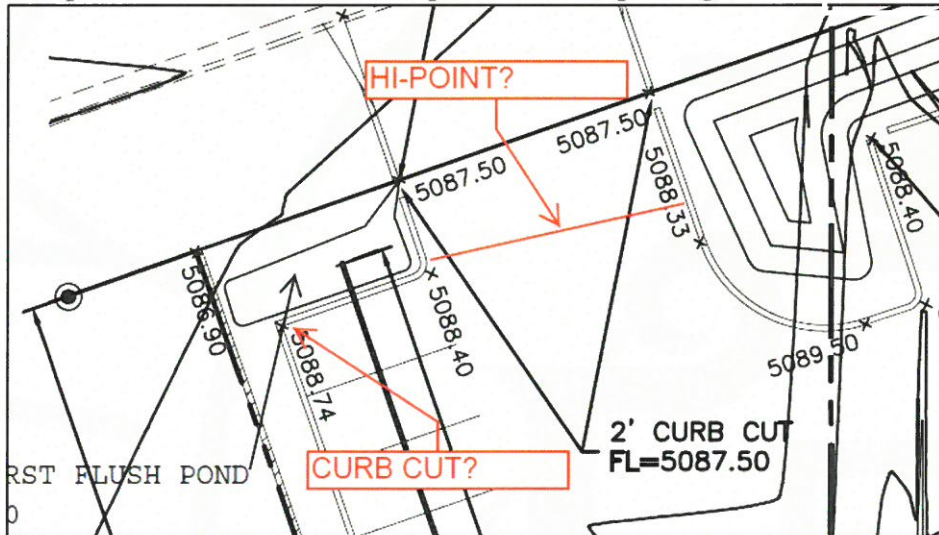
Drainage Report.

1. How does Lot 1B (to the south of this site) drain? It appears to drain to its NE corner and onto the SW corner of your site. Provide additional discussion regarding this. If there are off-site flows, these will need to be routed across your site as well.
We have attached exhibit showing upland flows do not enter site
2. The Stormwater Studio appendix does not match the grading plan with respect to slopes and inverts of the drain pipe.
we have modified to provide consistent slope of .45%



Grading Plan.

1. Laying the storm drain pipe at a 0.35% slope does not seem constructible; a slope closer to 1% is recommended.
.45% slope is typical for a sanitary line. therefore we feel it is constructable
2. Provide a detail for the outlet/reducer/drain grate at the SW pond.
We have added detail sheet
3. Modify the linetype for the existing contours so they stand out from the proposed contours. Add contour labeling to both.
we have modified line types to clarify
4. Extending existing topo south and west of the SW pond. It is unclear what flows may be entering/existing at this corner.
We have attached inland map and call out top of wall
5. Clearly define the overland flow-path (emergency overflow) from the SW pond to Osuna. Include elevations, dimensions and erosion protection.
top of wall is 90.50 at pond, basins overflows at pavement elevation 90.00
6. Provide a section view through the retaining wall.
added top of wall and bottom of wall heights
7. An additional curb cut and grade break at the new entrance appear necessary at the small NW pond to route flows into the pond from the parking lot: **adjusted**



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Albuquerque

NM 87103

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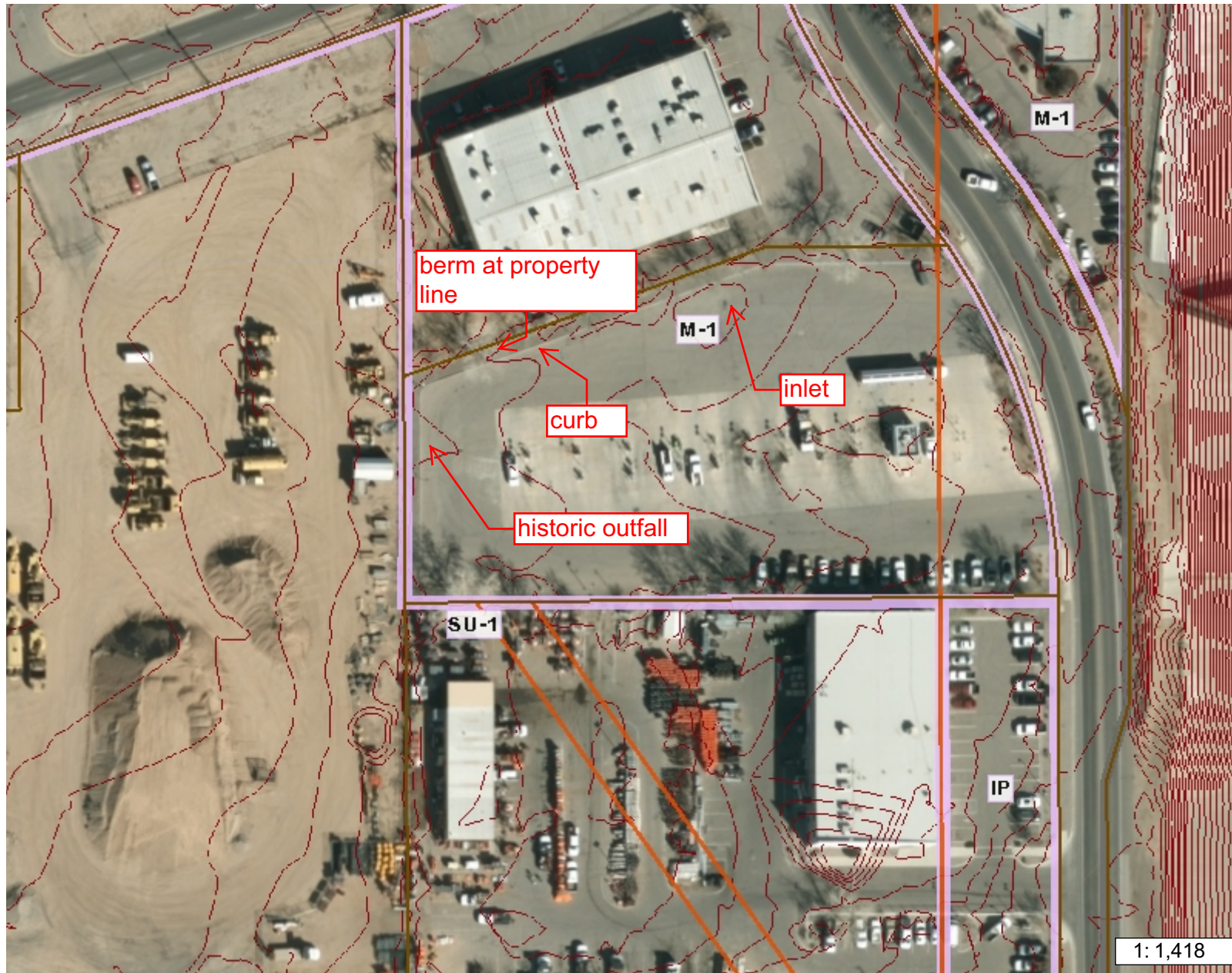
If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

Sincerely,

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



City of Albuquerque



Legend

- Bernalillo County Parcels
- Easements
- Zoning
 - <all other values>
 - RESIDENTIAL
 - COMMERCIAL
 - OFFICE
 - INDUSTRIAL / WHOLESALE / MANUFACTURING
 - INSTITUTIONAL / GOVERNMENT
 - UTILITIES / TRANSPORTATION
 - OPEN SPACE / RECREATION / AGRICULTURE
 - RESIDENTIAL / AGRICULTURAL
 - MESA DEL SOL MIXED USE
 - NOT CLASSIFIED
- Municipal Limits
 - Corrales
 - Edgewood
 - Los Ranchos
 - Rio Rancho
 - Tijeras
 - UNINCORPORATED
- World Street Map

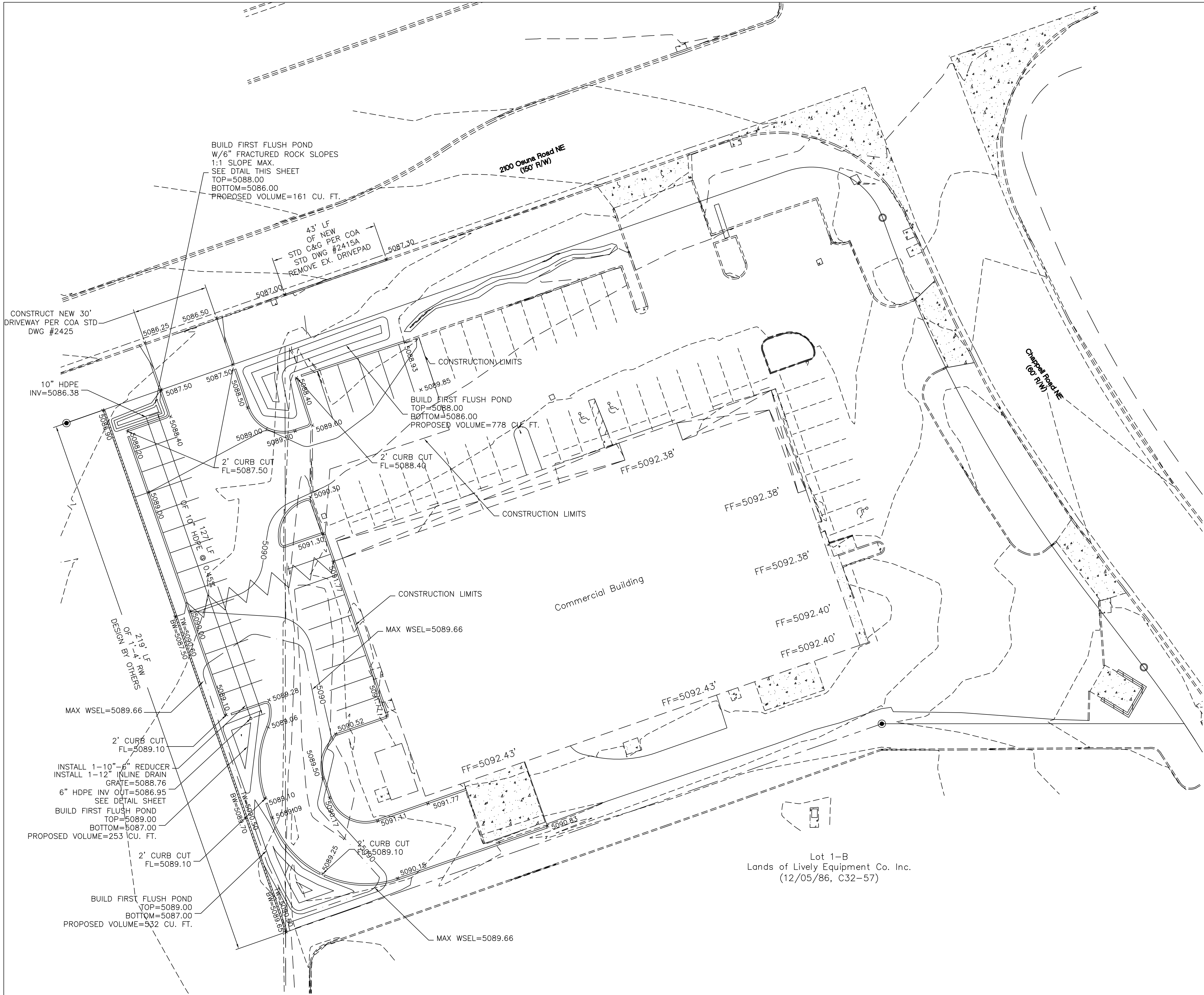
Notes

0.0 0 0.02 0.0 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
11/14/2017 © City of Albuquerque

This map is a user generated static output from www.cabq.gov/gis and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

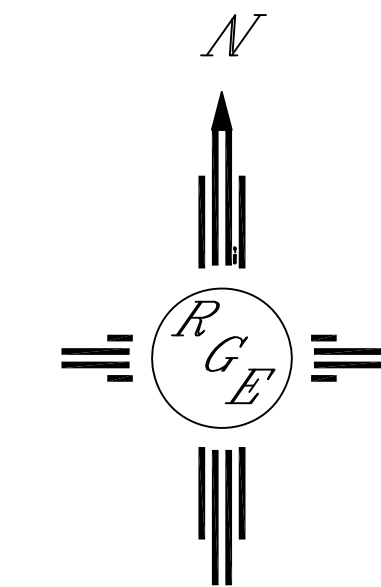
THIS MAP IS NOT TO BE USED FOR LEGAL PURPOSES



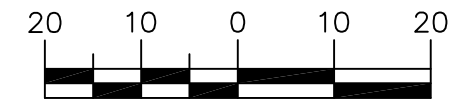
CAUTION:
EXISTING UTILITIES ARE NOT SHOWN.
IT SHALL BE THE SOLE RESPONSIBILITY
OF THE CONTRACTOR TO CONDUCT ALL
NECESSARY FIELD INVESTIGATIONS PRIOR
TO ANY EXCAVATION TO DETERMINE THE
ACTUAL LOCATION OF UTILITIES & OTHER
IMPROVEMENTS.

EROSION CONTROL NOTES:

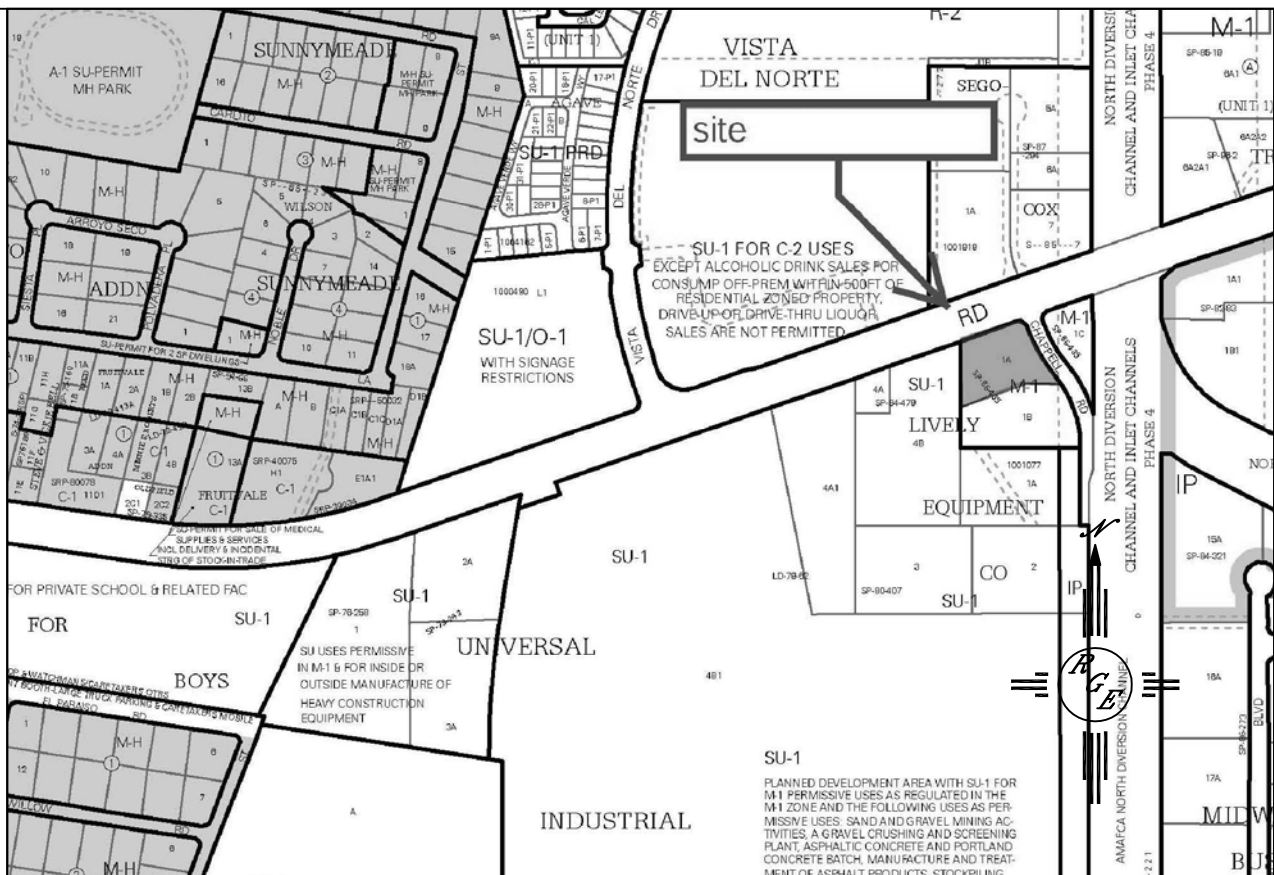
1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
2. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
4. REPAIR OF DAMAGED FACILITIES 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.



GRAPHIC SCALE



SCALE: 1"=20'



VICINITY MAP: E-16-Z



FIRM MAP: FM35001C0138H

LEGAL DESCRIPTION:

LOT 1A, 4B, LIVELY EQUIPMENT

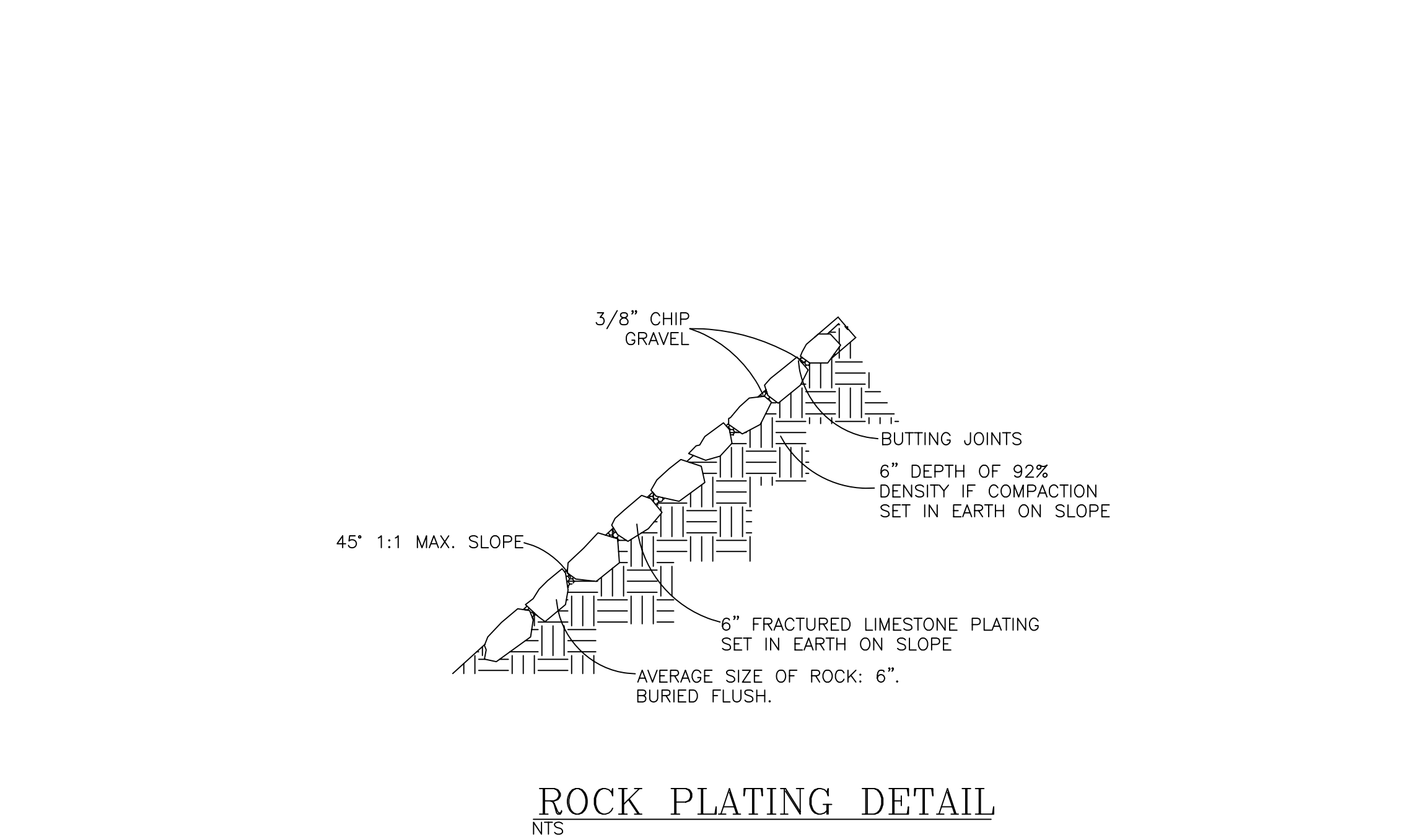
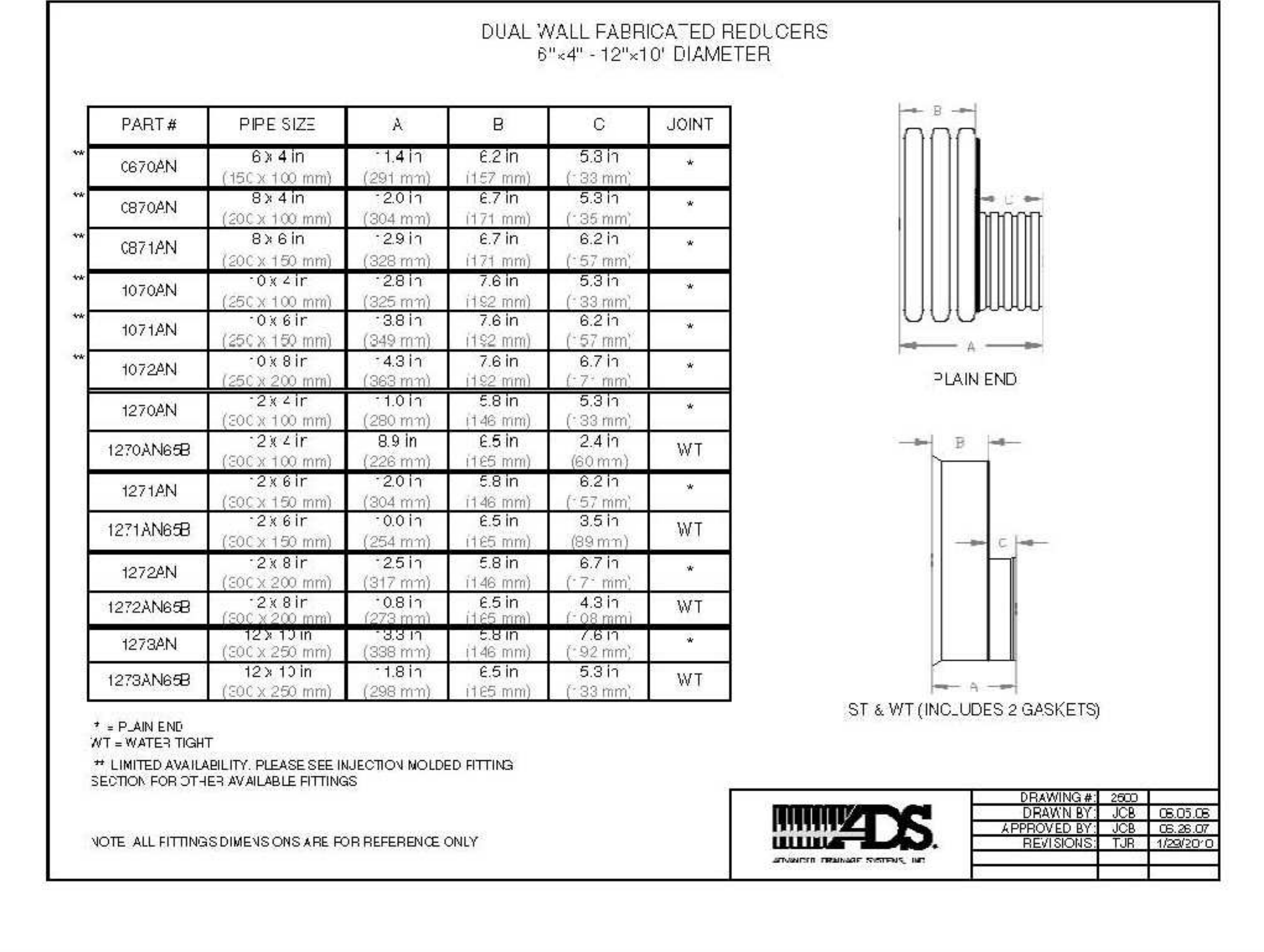
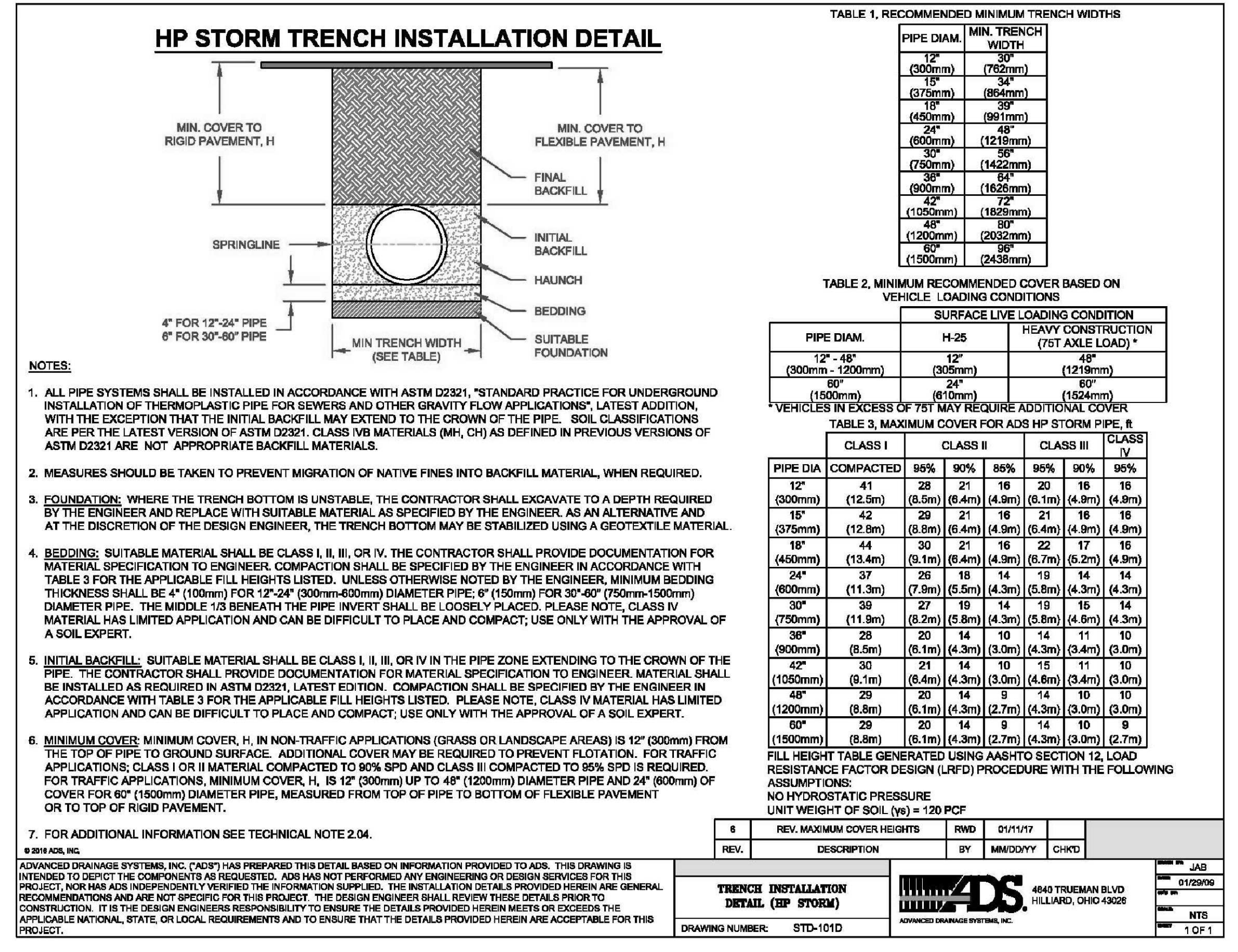
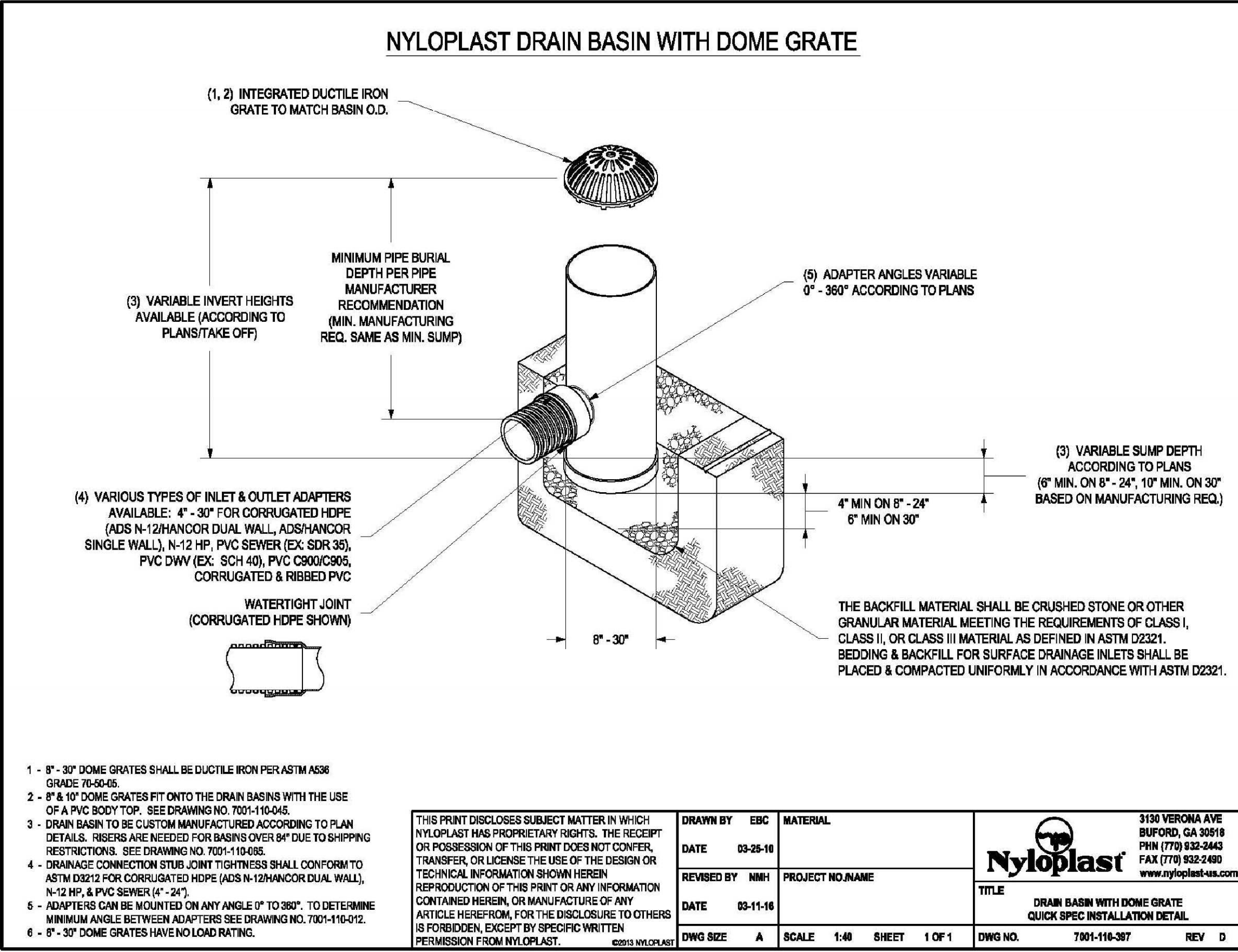
NOTES:


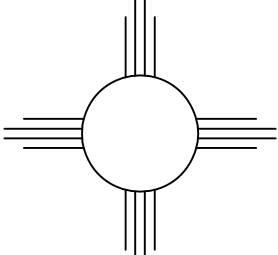
1. ALL SPOT ELEVATIONS REPRESENT FLOWLINE ELEVATION UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER TO 6" HEADER UNLESS OTHERWISE NOTED.
3. ALL RETAINING WALL DESIGN SHALL BE BY OTHERS.
4. ALL NEW PAVING SHALL BE 6" PCC OVER 8" SUBGRADE PREPARATION IN CONFORMANCE TO ACI 330R-08. UNLESS OTHERWISE NOTED.
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

- 5414--- EXISTING CONTOUR
- 5415--- EXISTING INDEX CONTOUR
- 5414--- PROPOSED CONTOUR
- 5415--- PROPOSED INDEX CONTOUR
- ▲ SLOPE TIE
- 4048.25 EXISTING SPOT ELEVATION
- 4048.25 PROPOSED SPOT ELEVATION
- BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY
- PROPOSED CURB
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- PROPOSED RETAINING WALL (DESIGN BY OTHERS)

<div>ENGINEER'S SEAL</div> <div></div> <div>11/15/17</div> <div>DAVID SOULE P.E. #14522</div>	2100 OSUNA	DRAWN BY WCWJ
	GRADING AND DRAINAGE PLAN	DATE 11-14-17
	 Rio Grande Engineering 1606 CENTRAL AVENUE SE SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	21724-LAYOUT-3-24-17
		SHEET # JOB # 21724



 11/15/17 DAVID SOULE P.E. #14522	2100 OSUNA	DRAWN BY: WCWJ
	GRADING DETAIL SHEET	DATE: 11-14-17
	 Rio Grande Engineering 1606 CENTRAL AVENUE SE SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	21724-LAYOUT-3-24-17
	SHEET # —	JOB # 21724

**Chappell Road Partners, LLC
6221 Chappell Rd NE
Albuquerque NM 87113**

November 1, 2017

Patrick Lashinski, C.O.O.
E2 Properties
2100 Osuna Rd, NE 87113

**RE: Letter of Intent: Land located at 1500 Osuna Road NE
Albuquerque NM 87113; NE Corner**

Dear Mr. Lashinski:

This letter of intent is for the above referenced property in Albuquerque, NM. Following are the terms and conditions that are proposed for the lease of the above-referenced property.

Property: .17 acres located at 1500 Osuna Road NE as shown on Attachment A

Lessor: Chappell Road Partners, LLC, or assignee

Lessee: E2 Properties

Terms: .17 acres shall be leased for \$8400/year N.N.N. The initial term will be for Ten (10) years with two five (5) year options to extend. Rent will increase at the commencement each extension as agreed to by both parties. All improvements shall be the responsibility of the Lessee.

~~Sincerely,~~



**Chappell Road Partners LLC
Dub Girand, Managing Member**

REVIEWED AND ACCEPTED

Lessee:

By:

Virginia Buckmelter

11/4/17
Date

**PRIVATE FACILITY
DRAINAGE COVENANT**

#1

This Drainage Covenant (“Covenant”), between –E2 PROPERTIES (“Owner”), whose address is 2100 OSUNA RD NE, ALBUQUERQUE, NM 87107, 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. The Owner is the current owner of the following described real property located at LOT 1A LIVELY EQUIPMENT COMPANY and Leasehold owner of a 0.17 acre portion of LOT 4B, TRACT 2 LIVELY EQUIPEMENT COMPANY, in Bernalillo County, 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:
RETENTION POND AS SHOWN APPROVED GRADING PLAN FILE E16D001

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.

ACCEPTED: CITY OF ALBUQUERQUE

OWNER: _____

By: _____

Robert J. Perry

Chief Administrative Officer

Dated: _____

By: _____

[print name] _____

Title: _____

Dated: _____

RECOMMENDED:

By: _____

Shahab Biazar, P.E. City Engineer

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____ 2017, by Robert J. Perry, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

(Notary Seal)

Notary Public

My Commission Expires: _____

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this ____ day of _____ 2017, by _____ (name of person signing), _____ (title of person signing), on behalf of _____ (name of company).

(Notary Seal)

Notary Public

My Commission Expires: _____

(EXHIBIT A ATTACHED)