

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

February 15, 2019

Jeffery Wooten, P.E.
Wooten Engineering
1005 21st St SE, Suite A5
Rio Rancho, NM 87124

**RE: Rain Tunnel Car Spa
5401 Sevilla Ave NW
Request for Certificate of Occupancy – Permanent
Hydrology Final Inspection - Approved
Grading Plan Stamp Date: 9/5/17 (F11D016)
Certification Dated: 2/14/19**

Dear Mr. Wooten:

PO Box 1293

Based on the submittal received on 2/14/19, the Engineer's Certification is approved in support of Permanent Certificate of Occupancy by Hydrology.

Albuquerque

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

NM 87103

Sincerely,

www.cabq.gov

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

C: Email Fox, Debi; Tena, Victoria; Sandoval, Darlene; Costilla, Michelle

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between **Classic Emporium I, LLC** ("Owner"), whose address is **10013 San Bernardino Dr. NE, Albuquerque, NM 87122**, and whose telephone number is **(505) 250-8766** 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 J, Vista La Luz
recorded on **October 30, 2006**, pages **331** through _____, as Document No. **2006165286** 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:
New Detention Pond and Outlet Structure

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.

Doc# 2017092964

09/27/2017 09:43 AM Page: 1 of 4
COV R \$25.00 Linda Stover, Bernalillo County



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: Classic Emporium I, LLC

CITY OF ALBUQUERQUE:

By [signature]: [Signature]

By: [Signature]

Name [print]: Alaric A. Buckner

Shahab Biazar, P.E., City engineer

Title: Managing Partner

Dated: 9/25/17

Dated: 9/12/17

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 12th day of September, 2017, by Alaric A. Buckner (name of person signing permit), Managing Partner (title of person signing permit) of Classic Emporium I, LLC (Owner).

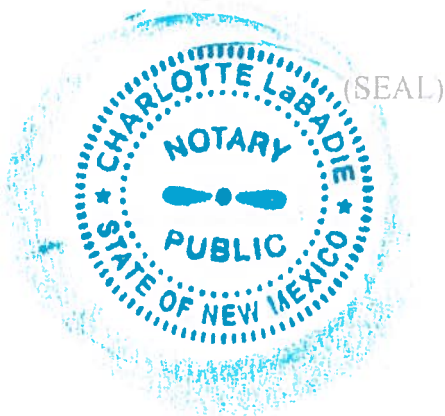


Charlotte Labadie
Notary Public
My Commission Expires: March 15, 2021

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

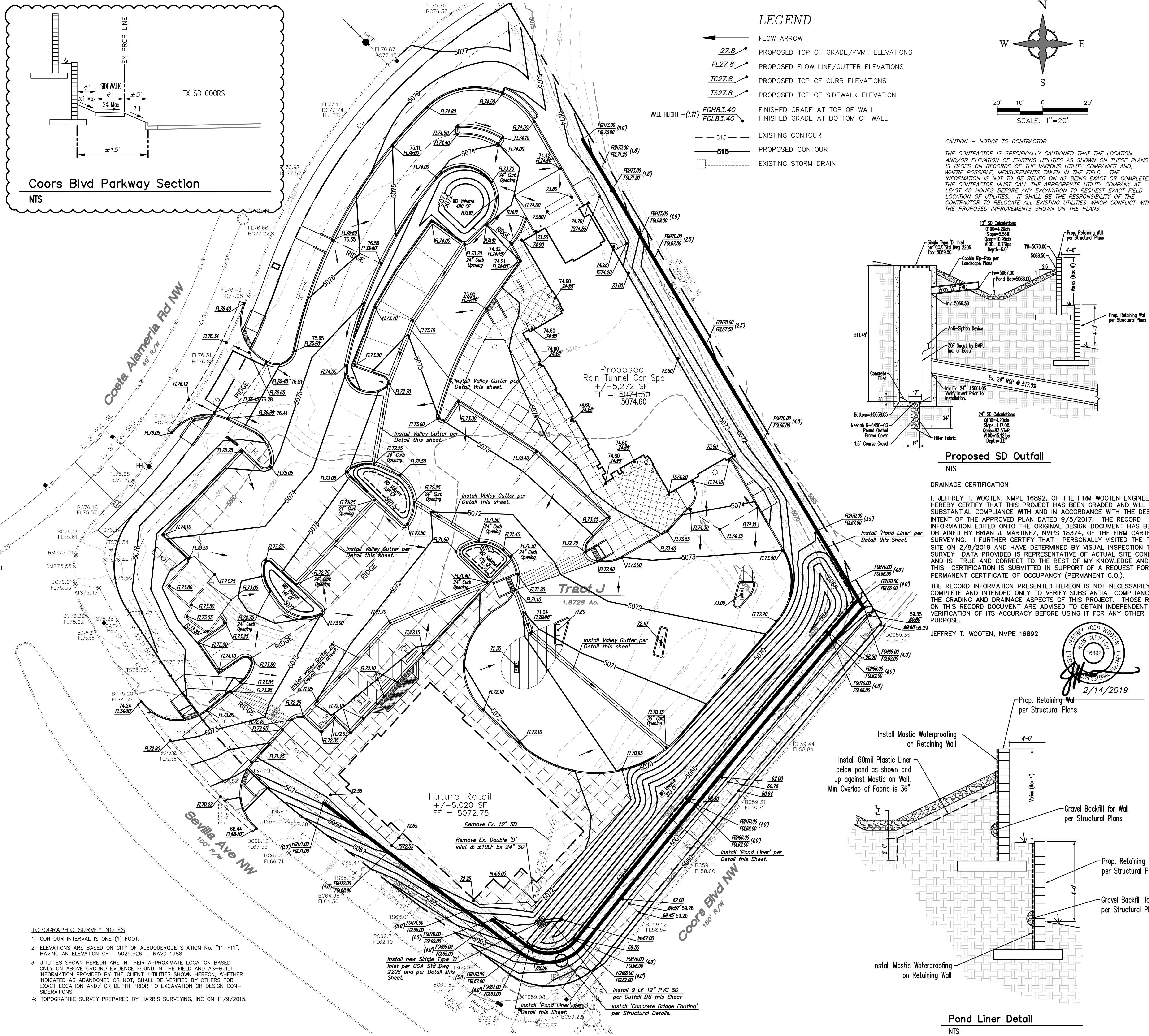
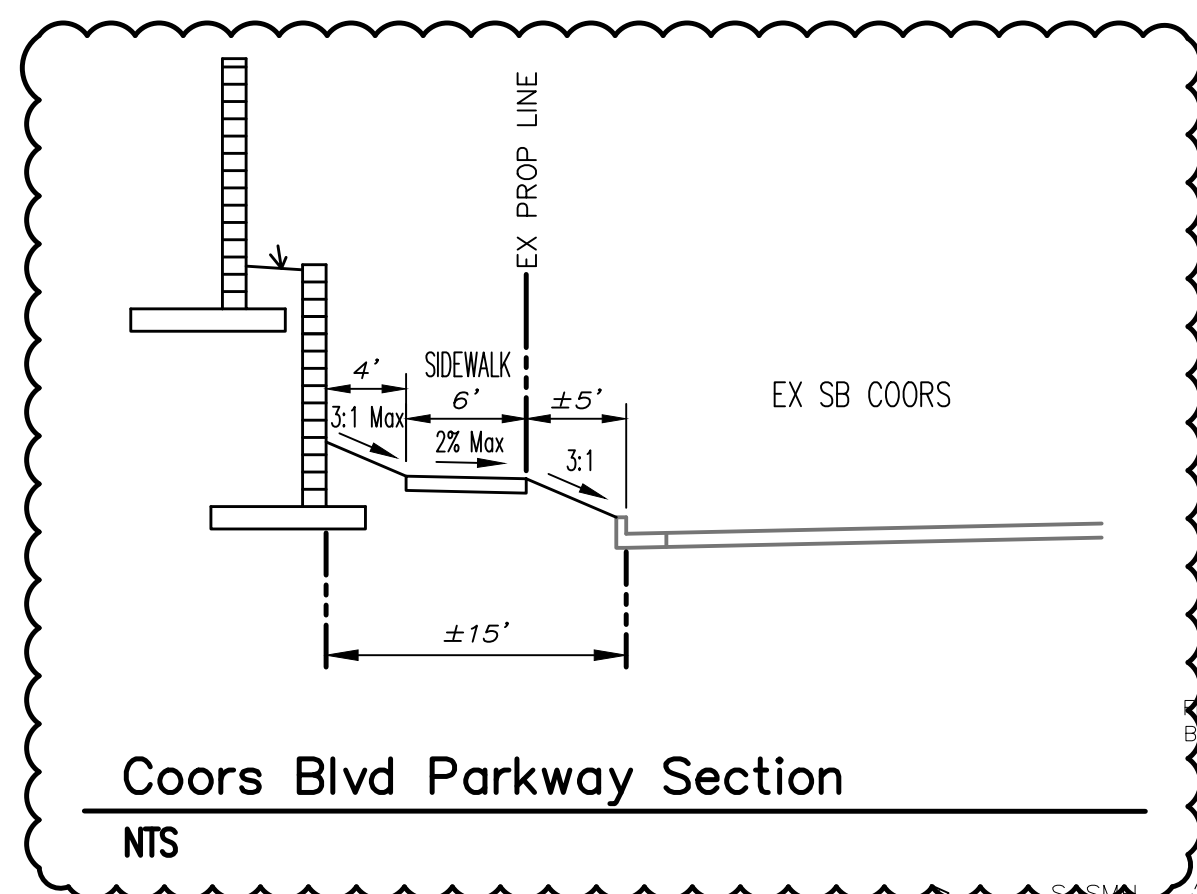
This instrument was acknowledged before me on this 25th day of September, 2017, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



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

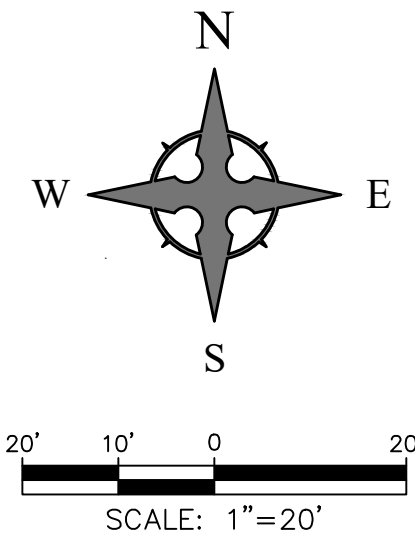
(EXHIBIT A ATTACHED)





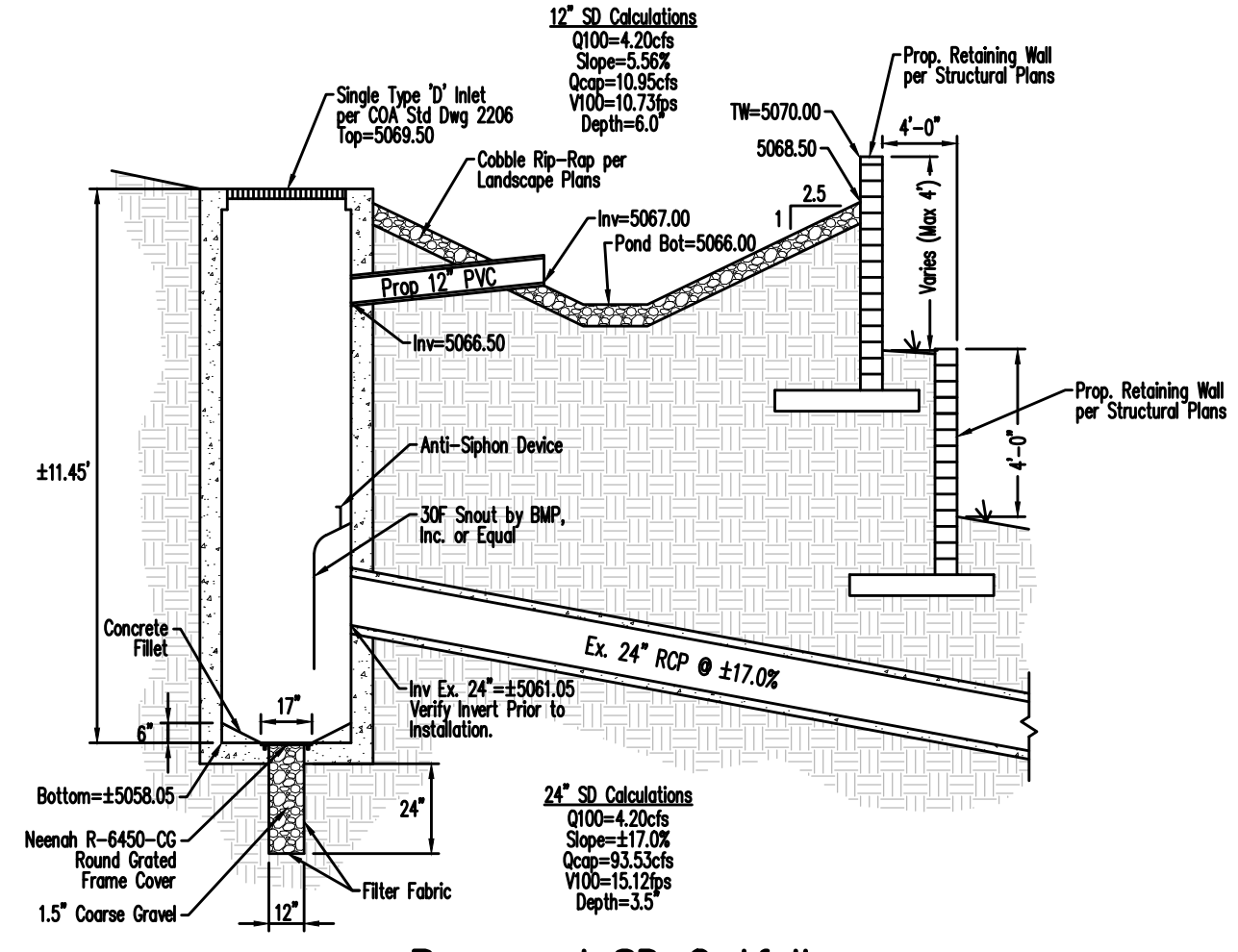
LEGEND

- ← FLOW ARROW
- 27.8 PROPOSED TOP OF GRADE/PVMT ELEVATIONS
- FL27.8 PROPOSED FLOW LINE/GUTTER ELEVATIONS
- TC27.8 PROPOSED TOP OF CURB ELEVATIONS
- TS27.8 PROPOSED TOP OF SIDEWALK ELEVATION
- FGH83.40 FINISHED GRADE AT TOP OF WALL
- FGL83.40 FINISHED GRADE AT BOTTOM OF WALL
- 515 EXISTING CONTOUR
- 515 PROPOSED CONTOUR
- EXISTING STORM DRAIN



CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



Proposed SD Outfall

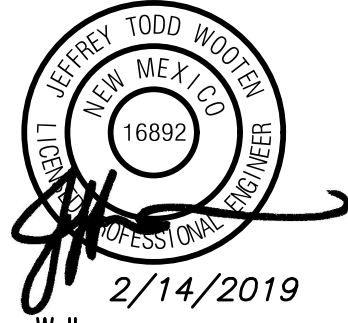
NTS

DRAINAGE CERTIFICATION

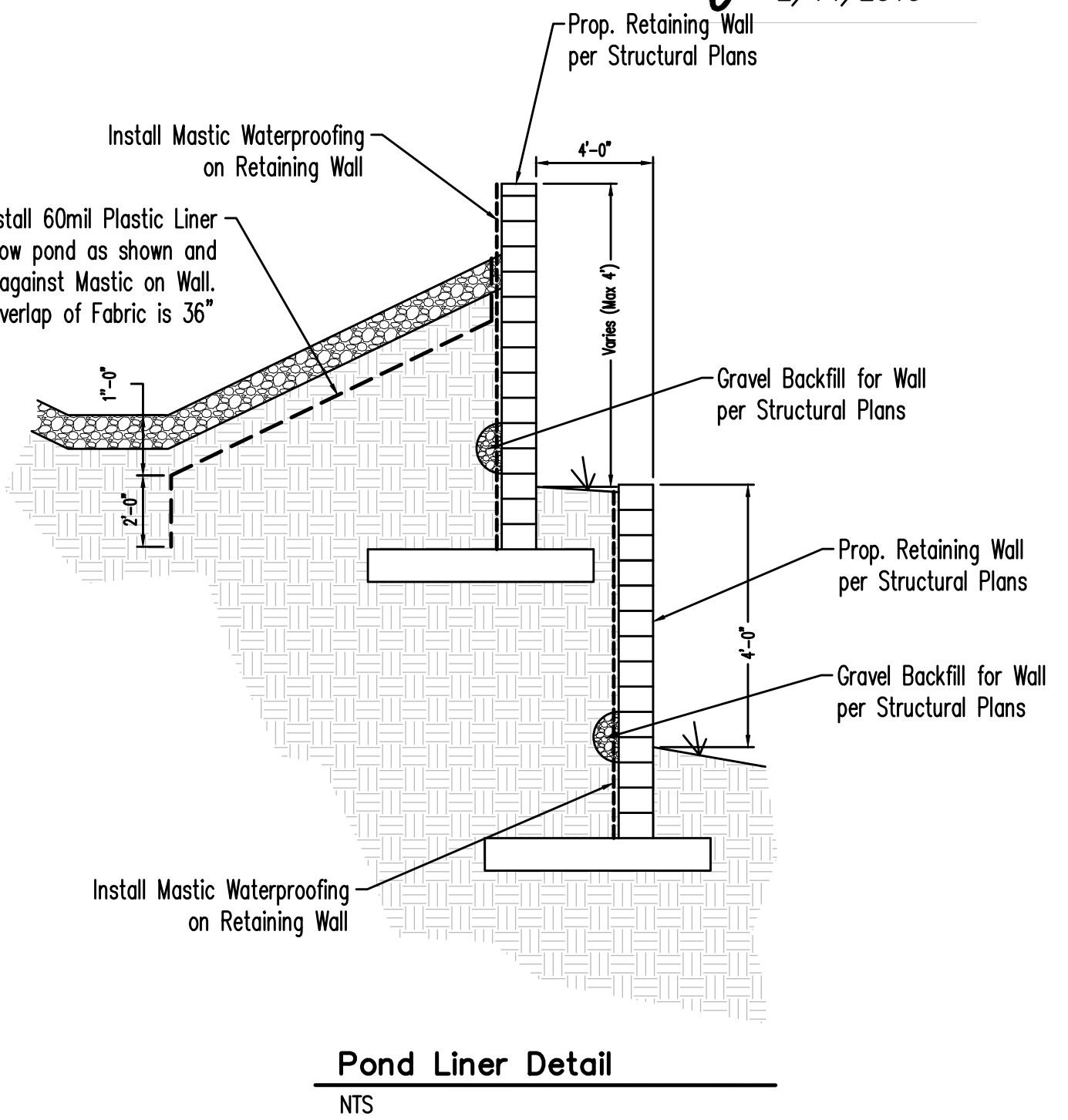
I, JEFFREY T. WOOTEN, NMPE 16892, OF THE FIRM WOOTEN ENGINEERING, HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED 9/5/2017. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY BRIAN J. MARTINEZ, NMPS 18374, OF THE FIRM CARTESIAN SURVEYING. I FURTHER CERTIFY THAT I PERSONALLY VISITED THE PROJECT SITE ON 2/8/2019 AND HAVE DETERMINED BY VISUAL INSPECTION THAT THE SURVEY DATA PROVIDED IS REPRESENTATIVE OF ACTUAL SITE CONDITIONS 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 (PERMANENT C.O.).

THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND 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.

JEFFREY T. WOOTEN, NMPE 16892

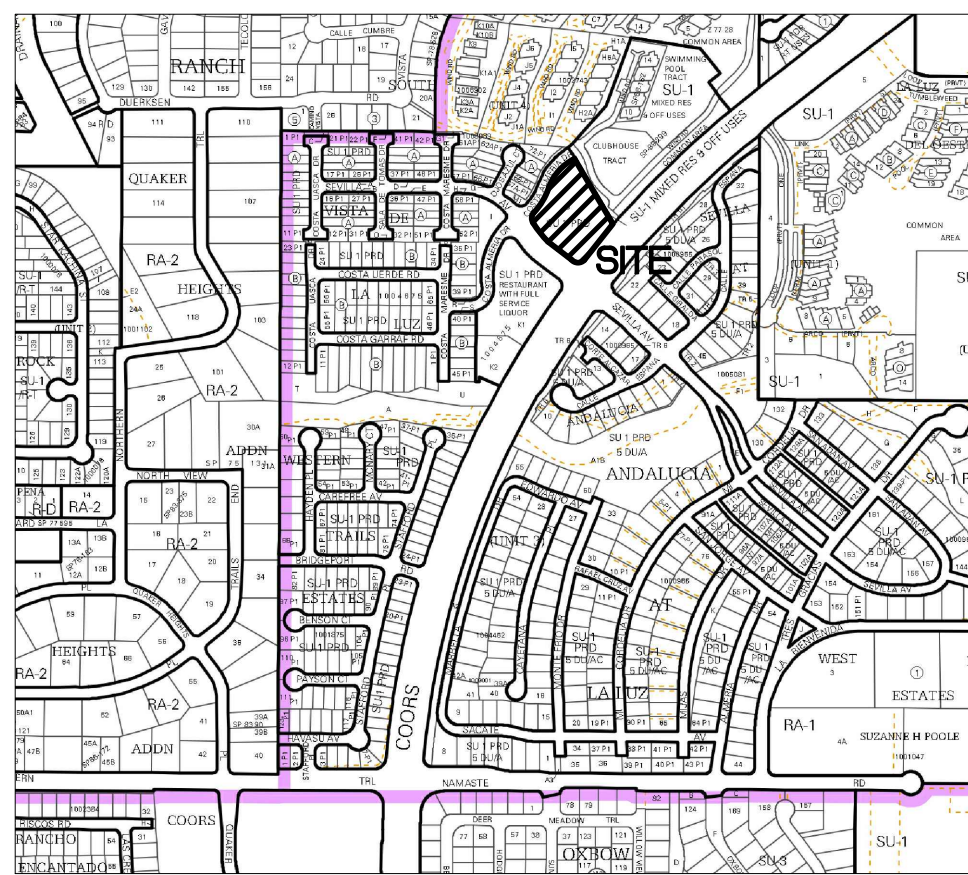


2/14/2019

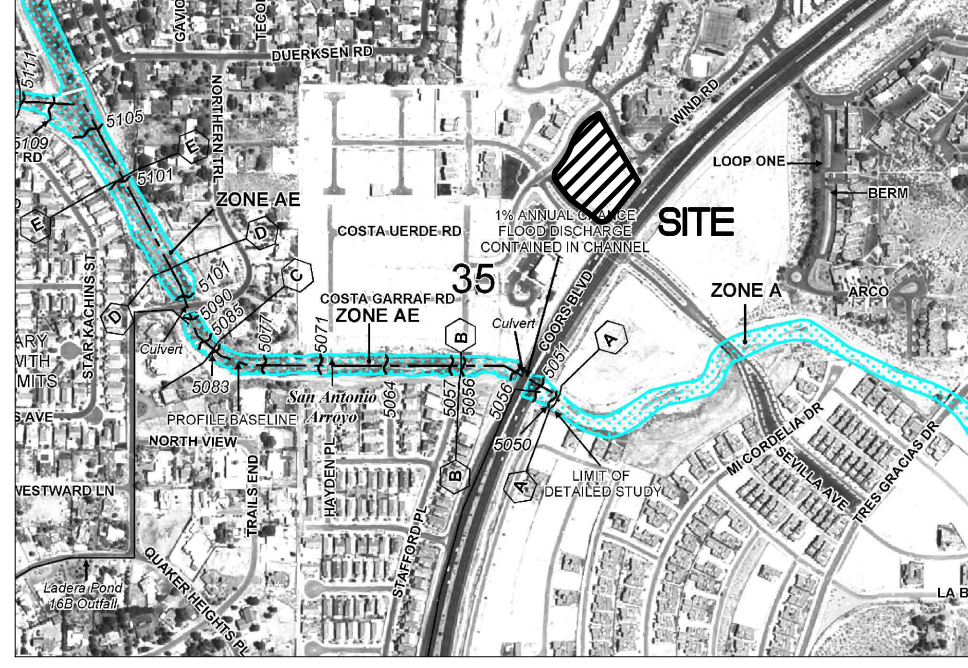


Pond Liner Detail

NTS



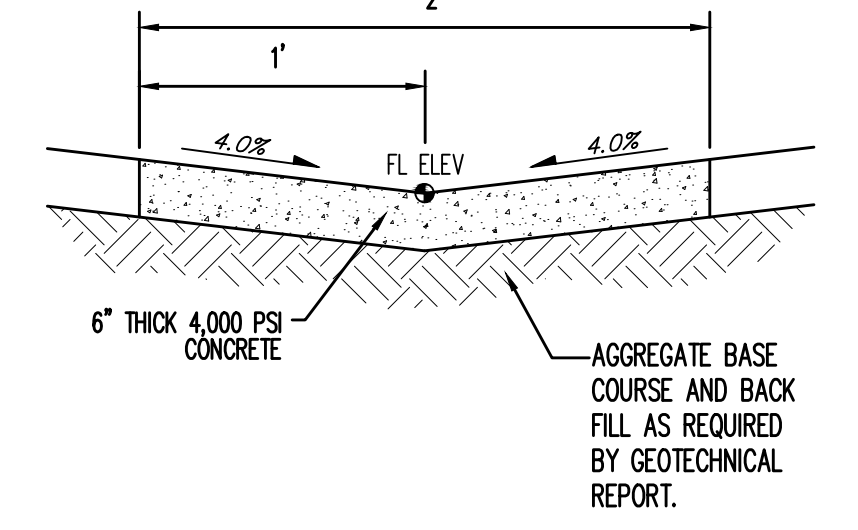
VICINITY MAP - Zone Map F-11-Z
Legal Description: Tract J, Vista La Luz, 1.8728 Acres



FIRM MAP 35001C0114H
Per FIRM Map 35001C0114H, dated August 16, 2012, the site is not located in the Floodplain and determined to be outside the 0.2% chance Annual Floodplain.

GRADING NOTES

- EXCEPT AS PROVIDED HEREIN, GRADING SHALL BE PERFORMED AT THE ELEVATIONS AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THIS PLAN.
- THE COST FOR REQUIRED CONSTRUCTION DUST AND EROSION CONTROL MEASURES SHALL BE INCIDENTAL TO THE PROJECT COST.
- ALL WORK RELATIVE TO FOUNDATION CONSTRUCTION, SITE PREPARATION, AND PAVEMENT INSTALLATION, AS SHOWN ON THIS PLAN, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "GEOTECHNICAL INVESTIGATION," AS PROVIDED BY THE ARCHITECT OR OWNER. ALL OTHER WORK SHALL, UNLESS OTHERWISE STATED OR PROVIDED FOR HEREON, BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT (FIRST PRIORITY) SPECIFICATIONS, AND/OR THE CITY OF ALBUQUERQUE (COA) STANDARD SPECIFICATIONS FOR PUBLIC WORKS (SECOND PRIORITY).
- EARTH SLOPES SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL UNLESS SHOWN OTHERWISE.
- IT IS THE INTENT OF THESE PLANS THAT THIS CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE OF THE PROPERTY BOUNDARIES EXCEPT AS REQUIRED BY THIS PLAN.
- THE CONTRACTOR IS TO ENSURE THAT NO SOIL ERODES FROM THE SITE ONTO ADJACENT PROPERTY OR PUBLIC RIGHT-OF-WAY. THIS SHOULD BE ACHIEVED BY CONSTRUCTING TEMPORARY BERMS OR SILT FENCE AT THE PROPERTY LINES AND NETTING THE SOIL TO PROTECT IT FROM WIND EROSION.
- A DISPOSAL SITE FOR ANY & ALL EXCESS EXCAVATION MATERIAL, AND UNSUITABLE MATERIAL AND/OR A BORROW SITE CONTAINING ACCEPTABLE FILL MATERIAL SHALL BE OBTAINED BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS AND APPROVED BY THE OBSERVER. ALL COSTS INCURRED IN OBTAINING A DISPOSAL OR BORROW SITE AND HAUL TO OR FROM SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE.
- PAVING AND ROADWAY GRADES SHALL BE +/- 0.05' FROM PLAN ELEVATIONS. PAD ELEVATION SHALL BE +/- 0.05' FROM BUILDING PLAN ELEVATION.
- ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT TOP OF PAVEMENT ELEVATIONS IN THE PARKING AREA AND MUST BE ADJUSTED FOR PAVEMENT, MEDIANS, AND ISLANDS.
- VERIFY ALL ELEVATIONS SHOWN ON PLAN FROM BASIS OF ELEVATION CONTROL STATION (IF APPLICABLE) PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE THE SWPPP DOCUMENT (IF NECESSARY) AND SHALL ABIDE BY ALL LOCAL, STATE, AND FEDERAL LAWS, RULES AND REGULATIONS WHICH APPLY TO THE CONSTRUCTION OF THESE IMPROVEMENTS, INCLUDING EPA REQUIREMENTS WITH RESPECT TO STORM WATER DISCHARGE.



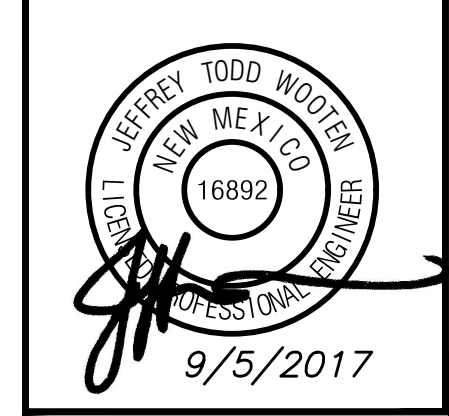
Valley Gutter Detail

NTS

W E Wooten Engineering
1005 21st St SE, Suite 13
Rio Rancho, N.M. 87124
Phone: (505) 980-3560

REV	DATE	BY	REVISION
1			
2			
3			
4			
5			

MODULUS ARCHITECTS
100 SUN AVENUE N.E., Ste 305
ALBUQUERQUE, NEW MEXICO 87109
PHONE (505) 338-1499 FAX (505) 338-1498



PROJECT TITLE 5401 SEVILLA AVE NW NWC COORS AND SEVILLA ALBUQUERQUE, NEW MEXICO 87120	DRAWN BY: JEFF WOOTEN
JOB NO. 2017018	SHEET NO. 1
DATE 9/5/2017	SCALE AS NOTED
Grading Plan	

TOPOGRAPHIC SURVEY NOTES

- CONTOUR INTERVAL IS ONE (1) FOOT.
- ELEVATIONS ARE BASED ON CITY OF ALBUQUERQUE STATION No. "11-F11", HAVING AN ELEVATION OF 5029.526, NAVD 1988.
- 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.
- TOPOGRAPHIC SURVEY PREPARED BY HARRIS SURVEYING, INC ON 11/9/2015.