# CITY OF ALBUQUERQUE

November 6, 2013

Brian Patterson, P.E.
**BOHANNAN-HUSTON, INC.**
7500 Jefferson Street NE Courtyard I
Albuquerque, NM 87109

**Re: Cheddars Casual Cafe, 4865 Pan American Frwy NE,**
**Request for Permanent C.O. –Accepted**
**Engineer's Stamp dated: 4-9-13, (F17/D006)**
**Certification dated: 10-23-13**

Dear Mr. Patterson,

Based upon the information provided in the Certification received 10-24-13, the above referenced Certification is acceptable for a release of a Permanent Certificate of Occupancy by Hydrology.

During a site visit, Hydrology noticed that the curb cut at the west end of the parking lot was only 16" wide not the 24" wide as certified on your plan. In addition, a 10' piece of temporary curbing had been knocked out along the southern edge of the east-west drive aisle. The result of these modifications to the drainage plan are that the "clean" site water will deposit sediment in the inlet at the site outfall. This was acceptable to AMAFCA.

With future certifications, the above mentioned deviations should be listed in the exceptions area of the certification language.

If you have any questions, you can contact me at 924-3986.

Sincerely,

Curtis A. Cherne, P.E.
Principal Engineer, Hydrology Section
Development and Building Services

C: CO Clerk—Katrina Sigala
File
e-mail

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

## Cherne, Curtis

**From:** Mazur, Lynn <lmazur@amafca.org>
**Sent:** Tuesday, November 05, 2013 5:29 PM
**To:** Cherne, Curtis
**Cc:** Brian Patterson
**Subject:** Cheddar's Restaurant

I received the as-builts for Cheddar's and approve release of the permanent C.O.

**Albuquerque Metropolitan Arroyo**
**Flood Control Authority**
Lynn M. Mazur, P.E., C.F.M.
Development Review Engineer
Office: (505) 884-2215
Mobile: (505) 362-1273
Web: www.amafca.org

**The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. § 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately with attachments, if any, and notify me by telephone at (505) 884-2215.**

---

**From:** Brian Patterson [mailto:bpatterson@bhinc.com]
**Sent:** Tuesday, November 05, 2013 4:33 PM
**To:** Mazur, Lynn
**Cc:** David Hibler
**Subject:** RE: cheddar's and erosion

Lynn,
Per our conversation, attached are the 3 different versions of as-builts. In my opinion, I think that the 'G&D Cert.pdf" is probably the most appropriate as-built, but let me know what pdf's you will need and I will send them to you tomorrow.

Thanks.

---

**From:** Mazur, Lynn [mailto:lmazur@amafca.org]
**Sent:** Monday, October 28, 2013 10:13 AM
**To:** David Hibler; Brian Patterson
**Subject:** RE: cheddar's and erosion

Yes. I just went out there to make sure the AMAFCA R/W was cleaned up and seeded. It is good to go.

Lynn

---

**From:** David Hibler [mailto:dhibler@bhinc.com]
**Sent:** Monday, October 28, 2013 9:54 AM
**To:** Mazur, Lynn; Brian Patterson
**Subject:** RE: cheddar's and erosion

Hi Lynn,

Somehow they never got here. I will e-mail their surveyor. Is the drawing all you need to final this project?

Thanks,

David Hibler

---

**From:** Mazur, Lynn [mailto:lmazur@amafca.org]
**Sent:** Monday, October 28, 2013 9:12 AM
**To:** David Hibler; Brian Patterson
**Subject:** FW: cheddar's and erosion

Curtis said Cheddar's is looking for a permanent CO. When can I expect the as-built of the pipe outfall to Vineyard Channel?

Lynn

---

**From:** Mazur, Lynn
**Sent:** Friday, October 25, 2013 2:03 PM
**To:** 'Cherne, Curtis'
**Subject:** RE: cheddar's and erosion

I'm not concerned about the additional overland flow to the inlet. The riprap you had them put in the swale to the inlet will help. Also, it is a sump WQ inlet, and they maintain it.

I need to check the final cleanup and seeding next to the channel, so please hold off on permanent CO until you hear from me. I will try to go by this weekend.

**Albuquerque Metropolitan Arroyo**
**Flood Control Authority**
Lynn M. Mazur, P.E., C.F.M.
Development Review Engineer
Office: (505) 884-2215
Mobile: (505) 362-1273
Web: www.amafca.org

**The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. § 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately with attachments, if any, and notify me by telephone at (505) 884-2215.**

---

**From:** Cherne, Curtis [mailto:CCherne@cabq.gov]
**Sent:** Friday, October 25, 2013 1:57 PM
**To:** Mazur, Lynn
**Subject:** cheddar's and erosion

Lynn,
1. I visited Cheddars today. They are missing about 10 feet of asphalt curb along the south drive aisle due to cars running into it. The water will still make it to the inlet in the corner. However, about 1/3 of the site will drain through this curb opening, through the dirt, picking up sediment, to the inlet. Please let me know if you want this fixed prior to Permanent CO.

2. The other issue I saw was the curb opening at the corner is 16" wide vs the 24" wide as designed. Probably going to hop the curb. I'll mention this one to them.

Curtis

## Cherne, Curtis

**From:** Mazur, Lynn [lmazur@amafca.org]
**Sent:** Friday, October 25, 2013 2:03 PM
**To:** Cherne, Curtis
**Subject:** RE: cheddar's and erosion

I'm not concerned about the additional overland flow to the inlet. The riprap you had them put in the swale to the inlet will help. Also, it is a sump WQ inlet, and they maintain it.

I need to check the final cleanup and seeding next to the channel, so please hold off on permanent CO until you hear from me. I will try to go by this weekend.

**Albuquerque Metropolitan Arroyo**
**Flood Control Authority**
Lynn M. Mazur, P.E., C.F.M.
Development Review Engineer
Office: (505) 884-2215
Mobile: (505) 362-1273
Web: www.amafca.org

**The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. § 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately with attachments, if any, and notify me by telephone at (505) 884-2215.**

---

**From:** Cherne, Curtis [mailto:CCherne@cabq.gov]
**Sent:** Friday, October 25, 2013 1:57 PM
**To:** Mazur, Lynn
**Subject:** cheddar's and erosion

Lynn,
1. I visited Cheddars today. They are missing about 10 feet of asphalt curb along the south drive aisle due to cars running into it. The water will still make it to the inlet in the corner. However, about 1/3 of the site will drain through this curb opening, through the dirt, picking up sediment, to the inlet. Please let me know if you want this fixed prior to Permanent CO.

2. The other issue I saw was the curb opening at the corner is 16" wide vs the 24" wide as designed. Probably going to hop the curb. I'll mention this one to them.

Curtis

**DRAINAGE AND TRANSPORTATION INFORMATION SHEET**
**(Rev. 12/2005)**

PROJECT TITLE: CHEDDAR'S CASUAL CAFÉ GRADING AND DRAINAGE PLAN
ZONE MAP/DRG. FILE #F-17-~~D~~ 100
DRB#: _EPC#: 12EPC-40068 WORK ORDER#: 1008519

LEGAL DESCRIPTION: TRACT A-1-C-1-A CRYER PROPERTY
CITY ADDRESS:

ENGINEERING FIRM: BOHANNAN HUSTON INC.
ADDRESS: 7500 JEFFERSON NE CY1
CITY, STATE: ALBUQUERQUE, NM
CONTACT: BRIAN PATTERSON
PHONE: 823-1000
ZIP CODE: 87109

OWNER: CHEDDAR'S CASUAL CAFÉ C/O FOREMARK
ADDRESS: 8235 Douglas Ave, Suite 945
CITY, STATE: DALLAS, TX
CONTACT: ADAM SMITH
PHONE: 214-561-6509
ZIP CODE: 75225

OWNER:
ADDRESS:
CITY, STATE:
CONTACT:
PHONE:
ZIP CODE:

SURVEYOR:
ADDRESS:
CITY, STATE:
CONTACT:
PHONE:
ZIP CODE:

CONTRACTOR:
ADDRESS:
CITY, STATE:
CONTACT:
PHONE:
ZIP CODE:

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
__X__ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
_____ ENGINEER CERT (TCL)
_____ ENGINEER CERT (DRB SITE PLAN)
_____ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. FOR BLDG. PERMIT APPROVAL
_____ SECTOR PLAN APPROVAL
_____ FINAL PLAT APPROVAL
_____ FOUNDATION PERMIT APPROVAL
_____ BUILDING PERMIT APPROVAL
__X__ CERTIFICATE OF OCCUPANCY (PERM)
_____ CERTIFICATE OF OCCUPANCY (TEMP)
_____ GRADING PERMIT APPROVAL
_____ PAVING PERMIT APPROVAL
_____ WORK ORDER APPROVAL
_____ OTHER (SPECIFY)

RECEIVED
OCT 24 2013
LAND DEVELOPMENT SECTION

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

SUBMITTED BY: DATE: 10-23-13

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development define the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan**: Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans**: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report**: Required for subdivision containing more than ten (10) lots or constituting five (5) acres or more.

# Bohannan ▲ Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

**www.bhinc.com**

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

October 23, 2013

Curtis Cherne, P.E.
Transportation Development Section
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

Re: Grading and Drainage Certification – Final CO
Cheddar's Casual Cafe, (F-17)

Dear Curtis:

Enclosed for your review is the approved Grading Plan dated 4/9/2013. I visited the site on 10/23/13 and it is my belief that this project has been graded and will drain in substantial compliance with in accordance with the design intent of the approved grading plan. A Grading and Drainage Certification for a temporary certificate of occupancy has already been granted (letter dated 9-17-13) and those remaining conditions associated with the construction of the AMAFCA outfall and water harvesting pond have been constructed.

Your review and approval is requested for a Final Certificate of Occupancy for the project. I appreciate your time and consideration. If you have questions or require additional information, please contact me at 823-1000.

Sincerely,

Brian C. Patterson, P.E.
Project Engineer
Community Development & Planning

BCP/
Enclosure

cc:

RECEIVED
OCT 24 2013
LAND DEVELOPMENT SECTION

**Engineering ▲**
**Spatial Data ▲**
**Advanced Technologies ▲**

P:\20130178\Correspondence\Submittals\Drainage Cert\Final Cert\Drainage Letter.docx

# CITY OF ALBUQUERQUE

September 17, 2013

Brian Patterson, P.E.
**BOHANNAN-HUSTON, INC.**
7500 Jefferson Street NE Courtyard I
Albuquerque, NM 87109

**Re: Cheddars Casual Cafe, 4865 Pan American Frwy NE,**
**Request for 30-day Temporary C.O. –Accepted**
**Engineer's Stamp dated: 4-9-13, (F17/D006)**
**Certification dated: 9-5-13**

Dear Mr. Patterson,

Based upon the information provided in the Certification received 9-5-13, the above referenced Certification is acceptable for a release of a 30 day Temporary Certificate of Occupancy by Hydrology with the condition that if this site deposits sediment in the AMAFCA channel or ROW the property owner is responsible to remove the sediment after receiving AMAFCA approval.

If you have any questions, you can contact me at 924-3695.

Sincerely,

Shahab Biazar, P.E.
Senior Engineer, Planning Dept.
Development Review Services

C: CO Clerk—Katrina Sigala
E-mail

PO Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

# CITY OF ALBUQUERQUE

September 5, 2013

Brian Patterson, P.E.
**BOHANNAN-HUSTON, INC.**
7500 Jefferson Street NE Courtyard I
Albuquerque, NM 87109

**Re: Cheddars Casual Cafe, 4865 Pan American Frwy NE,**
**Request for 30-day Temporary C.O. –Accepted**
**Engineer's Stamp dated: 4-9-13, (F17/D006)**
**Certification dated: 9-5-13**

Dear Mr. Patterson,

Based upon the information provided in the Certification received 9-5-13, the above referenced Certification is acceptable for a release of a 30 day Temporary Certificate of Occupancy by Hydrology with the condition that if this site deposits sediment in the AMAFCA channel or ROW the property owner is responsible to remove the sediment after receiving AMAFCA approval.

If you have any questions, you can contact me at 924-3986.

Sincerely,

Curtis A. Cherne, P.E.
Principal Engineer, Hydrology Section
Development and Building Services

C: CO Clerk—Katrina Sigala
File
e-mail

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

**DRAINAGE AND TRANSPORTATION INFORMATION SHEET**
**(Rev. 12/2005)**

PROJECT TITLE: CHEDDAR'S CASUAL CAFÉ GRADING AND DRAINAGE PLAN
ZONE MAP/DRG. FILE #F-17-Z D006
DRB#: _EPC#: 12EPC-40068 WORK ORDER#: 1008519

LEGAL DESCRIPTION: TRACT A-1-C-1-A CRYER PROPERTY
CITY ADDRESS: 4865 PAN AMERICAN FRWY

ENGINEERING FIRM: BOHANNAN HUSTON INC. CONTACT: BRIAN PATTERSON
ADDRESS: 7500 JEFFERSON NE CY1 PHONE: 823-1000
CITY, STATE: ALBUQUERQUE, NM ZIP CODE: 87109

OWNER: CHEDDAR'S CASUAL CAFÉ C/O FOREMARK CONTACT: ADAM SMITH
ADDRESS: 8235 Douglas Ave, Suite 945 PHONE: 214-561-6509
CITY, STATE: DALLAS, TX ZIP CODE: 75225

OWNER: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

SURVEYOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

CONTRACTOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

RECEIVED
SEP - 5 2013
LAND DEVELOPMENT SECTION

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
__X__ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
_____ ENGINEER CERT (TCL)
_____ ENGINEER CERT (DRB SITE PLAN)
_____ OTHER (SPECIFY)

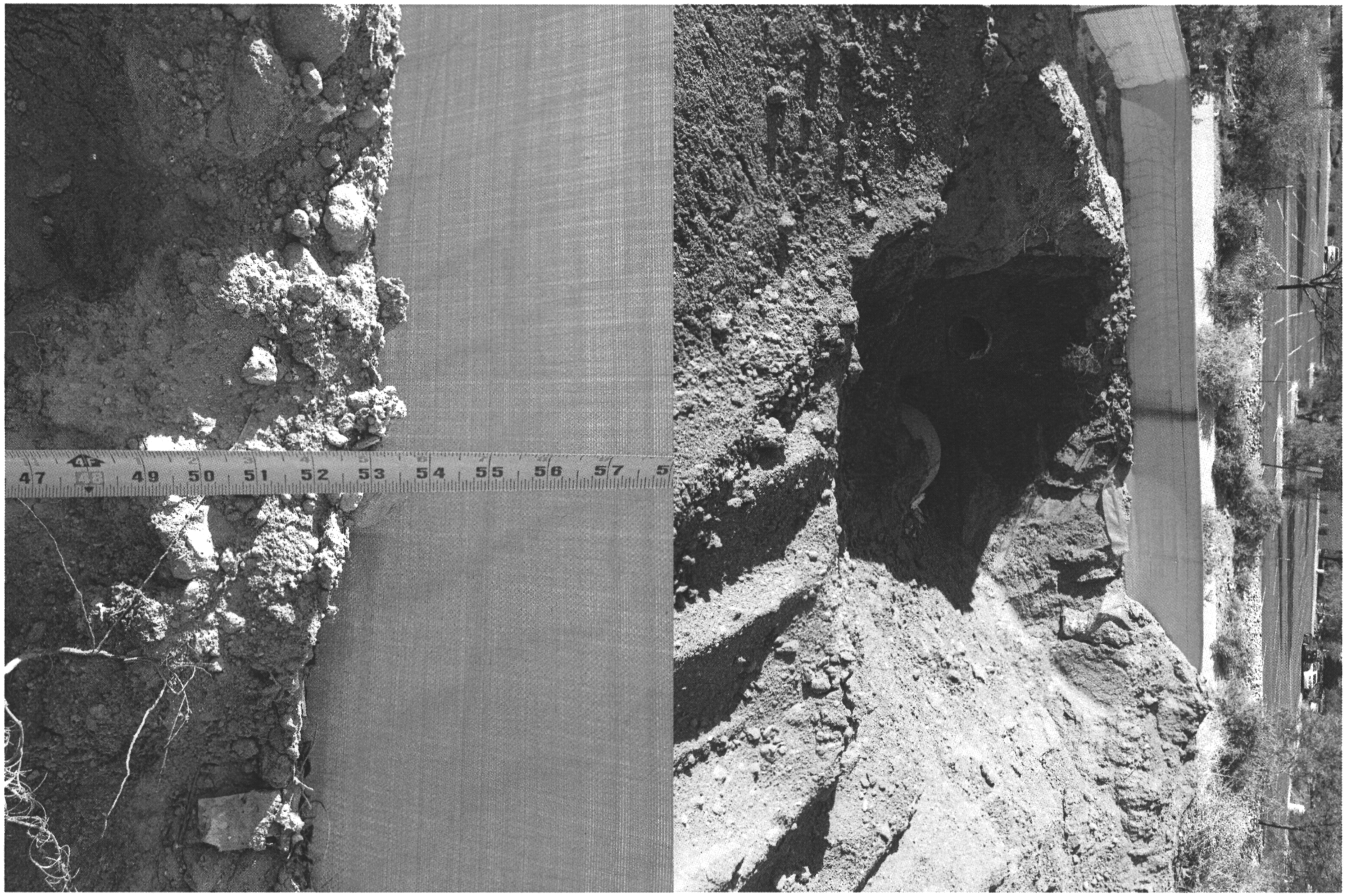
CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. FOR BLDG. PERMIT APPROVAL
_____ SECTOR PLAN APPROVAL
_____ FINAL PLAT APPROVAL
_____ FOUNDATION PERMIT APPROVAL
_____ BUILDING PERMIT APPROVAL
_____ CERTIFICATE OF OCCUPANCY (PERM)
__X__ CERTIFICATE OF OCCUPANCY (TEMP)
_____ GRADING PERMIT APPROVAL
_____ PAVING PERMIT APPROVAL
_____ WORK ORDER APPROVAL
_____ OTHER (SPECIFY)

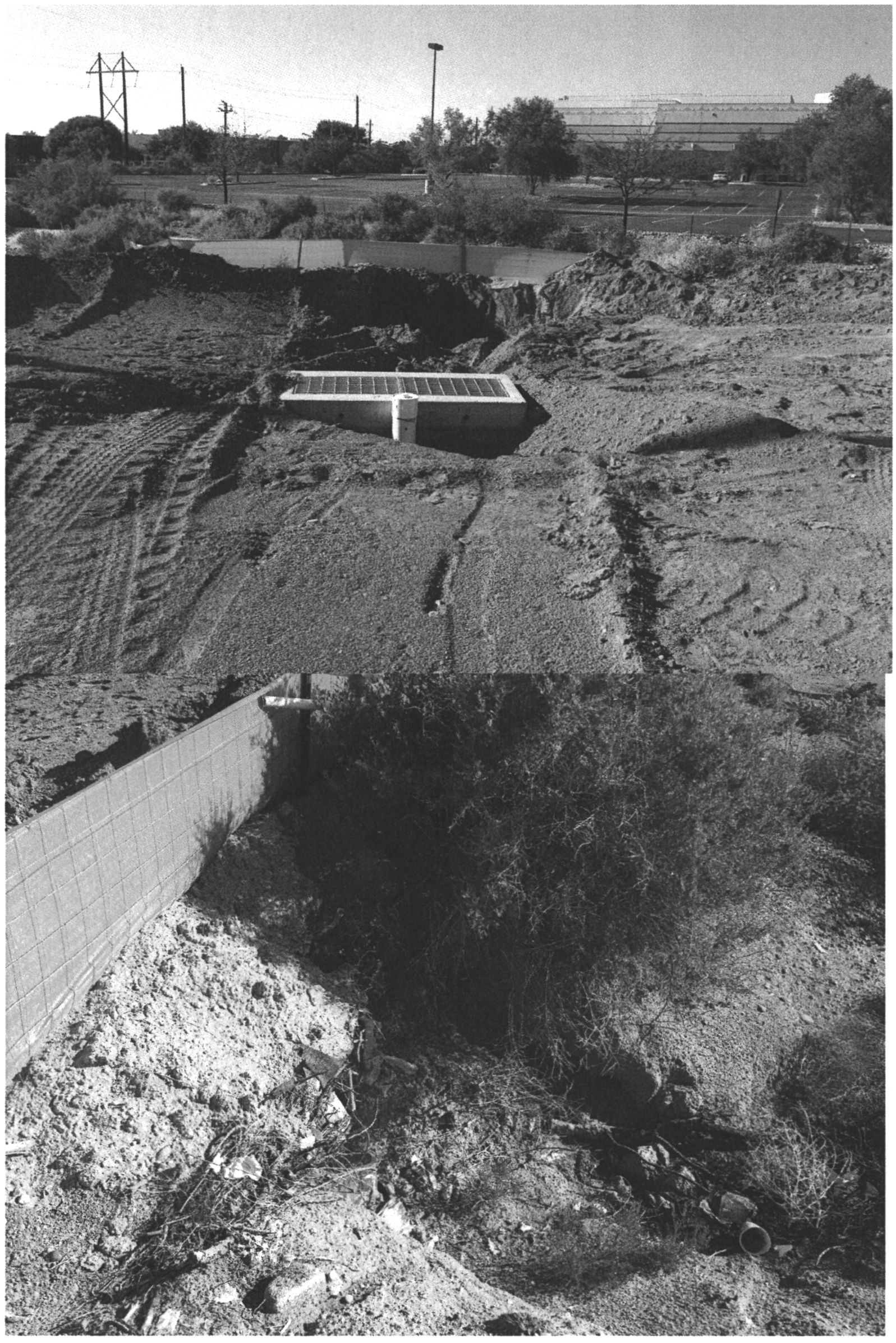
WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

SUBMITTED BY: _____ DATE: 9-5-13

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development define the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan**: Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans**: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report**: Required for subdivision containing more than ten (10) lots or constituting five (5) acres or more.


47 48 49 50 51 52 53 54 55 56 57



POOR

Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

September 5, 2013

Curtis Cherne, P.E.
Transportation Development Section
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

RECEIVED
SEP - 5 2013
LAND DEVELOPMENT SECTION

Re: Grading and Drainage Certification – 30 Day Temporary CO
Cheddar's Casual Cafe, (F-17)

Dear Curtis:

Enclosed for your review is the approved Grading Plan dated 4/9/2013. I visited the site on 9/4/13 and it is my belief that this project has been graded and will drain in substantial compliance with in accordance with the design intent of the approved grading plan with the following exceptions:

- The Contractor's Surveyor shall verify with as-built spot elevations once the Contractor has finished and installed the following items:
  - Inverts of the proposed 24" outfall pipe that ties to the AMAFCA arroyo to verify pipe was adequately built per the approved plan.
  - Finished spot elevations of the proposed water harvesting pond to determine that the pond water built adequately per the approved plan.
  - Finished spot elevations of the temporary swale to verify that it correctly conveys storm water flows from the parking lot to the pond.
  - Finished spot elevations of the berm that directs water to the water harvesting pond.

- Before issuance of the Final Certificate of Occupancy, Contractor shall stabilize and compact the backside of the water harvesting pond to 95% or better and repair any erosion that has occurred.

- Additional as-built spot elevations will be included with the Permanent Certificate of Occupancy request to satisfy that the locations requested in the grading plan are in substantial compliance.

- Please see the attached photos showing that the existing pipe outfall into the AMAFCA arroyo is still in place and that the current grading in this area provides approximately 4.5' of head over the existing outfall pipe.

Your review and approval is requested for a 30 Day Temporary Certificate of Occupancy for the project. I appreciate your time and consideration. If you have questions or require additional information, please contact me at 823-1000.

Sincerely,

Brian C. Patterson, P.E.
Project Engineer
Community Development & Planning

BCP/
Enclosure

cc:

## Cherne, Curtis

**From:** Brian Patterson <bpatterson@bhinc.com>
**Sent:** Wednesday, November 06, 2013 5:49 PM
**To:** Cherne, Curtis
**Cc:** Kevin Patton; Paul Wymer
**Subject:** RE: 4865 Pan American Frwy NE Perm CO approval-Cheddar's

Curtis,
Thank you for accepting the request for a Permanent CO. Your comments are noted and appreciated. At the time of my site visit, the temp asphalt curbing along the southern edge was intact but it was evident that vehicles were driving over the curb which would have caused the section of curbing you mention to be knocked down. As far as the curb opening, I did measure that at the bottom of the curb opening was approximately 16" wide but at the top of the curb opening it was approximately 24" wide. I had felt that this was in "substantial compliance" of the approved grading plan with no adverse effects and that is why I certified the improvements. If water was to spill over the curb at the curb opening, the swale adjacent to the curb opening is approximately 6' wide and would be able to capture and convey those flows. In your letter you were concerned about possible sediment into the inlet. As you might recall, the inlet is located within a water quality pond and was designed to have a top of grate elevation approximately 1' above the bottom of pond. So any flows that weren't conveyed by the swale, the sediment would get dropped out within the water quality pond.

As I said early, your comments are appreciated and I will make sure that this sort of information is provided on future certifications.

Brian

-----Original Message-----
From: Cherne, Curtis [mailto:CCherne@cabq.gov]
Sent: Wednesday, November 06, 2013 11:25 AM
To: Brian Patterson
Cc: Sigala, Katrina M.; Connor, Francis
Subject: 4865 Pan American Frwy NE Perm CO approval-Cheddar's

Curtis

# CITY OF ALBUQUERQUE

April 8, 2013

Brian C. Patterson, P.E.
Bohannan Huston, Inc.
7500 Jefferson NE CY1
Albuquerque, NM 87109

**Re: Cheddar's Casual Cafe**

**Engineer's Stamp date 3-29-13 (F17/D006)**

Dear Mr. Patterson,

Based upon the information provided in your submittal received 4-1-13, the above referenced plan meets the requirements for approval for Building Permit for the City; however, the plan cannot be approved until AMAFCA comments are addressed.

If you have any questions, you can contact me at 924-3986.

Sincerely,

Curtis Cherne, P.E.
Principal Engineer, Planning Dept.
Development and Building Services

Copy: e-mail

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

# Bohannan ▲ Huston

for BP approval

F17-D006

Engineering
Spatial Data
Advanced Technologies

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335
www.bhinc.com
voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

## CLIENT/COURIER TRANSMITTAL

**To:** Curtis Cherne PE
COA-PDS

**Requested by:** Brian Patterson

**Date:** 3-29-13

**Time Due:**
- ☒ This A.M.
- ☐ This P.M.
- ☐ Rush _____
- ☐ By Tomorrow

**Phone:** 924-3986
**Job No.:**

**Job Name:** Cheddars

**DELIVERY VIA**

- ☒ Courier
- ☐ Federal Express
- ☐ Mail
- ☐ UPS
- ☐ Other

**PICK UP**

Item: _____

| ITEM NO. | QUANTITY | DESCRIPTION |
|---|---|---|
| 1 | 1 | Letter |
| 2 | 1 | Drainage Calculations |
| 3 | 1 | Set of Building Permit Plans for Review |
| 4 | 1 | EASEMENT AGREEMENT |

RECEIVED MAR 29 2013 AO

**COMMENTS / INSTRUCTIONS**

Curtis,
Attached is the revised Grading and Drainage Plans for Building Permit with your comments addressed. Please note that the plans sheets are 30"x42" to match the size of sheets used for building permit. If you have any questions, please contact me.

Rec: 4/1/13

Thanks,
Brian

**REC'D BY:**_____ **DATE:**_____ **TIME:**_____

## Cherne, Curtis

**From:** Mazur, Lynn [lmazur@amafca.org]
**Sent:** Thursday, April 04, 2013 4:37 PM
**To:** Brian Patterson
**Cc:** Cherne, Curtis
**Subject:** Cheddar's Cafe

Re: Cheddar's Café, DRB Project 1008519, ZAP F-17
Engineer's Stamp Dated 3-29-13

Brian,

Before I sign the plans for building permit, please make the following revisions:

1. Sheet C-7 – in the boxed note below the AMAFCA standard notes, delete the first part that says "As a condition of approval...". It should start with "Certified as-built plans...".
2. Sheet C-10 – Draw a line through or mark "N/A" next to Notes for Channel Construction numbers 3 and 4. The channel section should match existing, which is smooth, gray concrete.
3. After we spoke this afternoon, I took another look at the pipe outfall to the Vineyard Channel. I had made a previous comment to lower the pipe invert. I think it is still too high. If the channel is 6 feet deep, and the pipe invert is 3 feet above the channel invert, that leaves 1 foot of ground cover and 4" below the 8" channel sill. Please provide a profile of the pipe outfall to the channel.

**Albuquerque Metropolitan Arroyo Flood Control Authority**
Lynn M. Mazur, P.E., C.F.M.
Development Review Engineer
Office: (505) 884-2215
Mobile: (505) 362-1273
Web: www.amafca.org

**The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. § 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately with attachments, if any, and notify me by telephone at (505) 884-2215.**

# Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

March 28, 2013

Curtis Cherne, P. E.
Principal Engineer, Planning Dept.
City of Albuquerque
P. O. Box 1293
Albuquerque, NM 87103

Re: Cheddar's
DRB Case No. 1008519

Dear Curtis:

Enclosed for review and approval is the Grading and Drainage Plan for the Cheddar's Restaurant for Building Permit. All of your comments from your letter dated 3-22-13 have been addressed and the following are our response to your comments:

1. Written approval (an easement) from the adjacent property owner is enclosed for your review. Please see attached copy.
2. The culvert within NMDOT R/W is a 19"x36" RCP arch pipe culvert. Inverts have been shown on the grading plan and cover is sufficient.
3. The wire mesh fence detail on sheet 2 has been revised to better portray the function of the detail and eliminate any possible confusion. The wire mesh fence is intended only to be placed at the northwest corner of the parking lot to catch debris before it enters the swale. There will be no fence around the water quality pond.
4. The pipe is slightly oversized and AMAFCA does not have an issue with it.
5. The head on the inlet is 0.75' due to it being weir controlled. See attached supplemental information.
6. The pond is designed to be a water quality pond that removes sediment before entering the inlet by placing the top of grate elevation 1' above the bottom on the water quality pond. To calculate the WSE, I was conservative in design and assumed to storage in the water quality pond and that the entire Q of 24.22 cfs enters the inlet. With this said the WSE is 0.75' above the inlet at an elevation of 18.25.
7. A note has been added to the plans indicated water harvesting in landscape and parking island areas.
8. The site does drain to the NW. Please see north arrow on sheet.
9. AMAFCA approval is noted.
10. Noted.
11. Noted.

If you have any questions or require further information, please feel free to contact me.

Sincerely,
Bohannan Huston, Inc.

Brian C. Patterson, P.E.
Project Engineer
Community Development and Planning Group

P:\20130178\Correspondence\Letters\20130178Chernelltr_3-28-13.doc

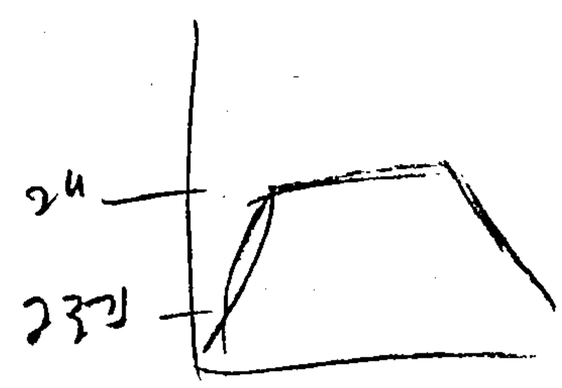
**Engineering ▲**
**Spatial Data ▲**
**Advanced Technologies ▲**

Double D inlet, in sump condition with short edges adjoined:

Open Area (for orifice calc in sq. ft.): 7.7977431

Length of Weir (feet): 13.645833

| Head (ft) | Head (in) | Weir Q (cfs) | Orifice Q (cfs) | Control Q (cfs) |
|---|---|---|---|---|
| 0.05 | 0.6 | 0.41 | 8.40 | 0.41 |
| 0.1 | 1.2 | 1.16 | 11.87 | 1.16 |
| 0.15 | 1.8 | 2.12 | 14.54 | 2.12 |
| 0.2 | 2.4 | 3.27 | 16.79 | 3.27 |
| 0.25 | 3 | 4.57 | 18.77 | 4.57 |
| 0.3 | 3.6 | 6.01 | 20.56 | 6.01 |
| 0.35 | 4.2 | 7.57 | 22.21 | 7.57 |
| 0.4 | 4.8 | 9.25 | 23.75 | 9.25 |
| 0.45 | 5.4 | 11.04 | 25.19 | 11.04 |
| 0.5 | 6 | 12.93 | 26.55 | 12.93 |
| 0.55 | 6.6 | 14.92 | 27.84 | 14.92 |
| 0.6 | 7.2 | 17.00 | 29.08 | 17.00 |
| 0.65 | 7.8 | 19.16 | 30.27 | 19.16 |
| 0.7 | 8.4 | 21.42 | 31.41 | 21.42 |
| 0.75 | 9 | 23.75 | 32.52 | 23.75 |
| 0.8 | 9.6 | 26.17 | 33.58 | 26.17 |
| 0.85 | 10.2 | 28.66 | 34.62 | 28.66 |
| 0.9 | 10.8 | 31.22 | 35.62 | 31.22 |
| 0.95 | 11.4 | 33.86 | 36.60 | 33.86 |
| 1 | 12 | 36.57 | 37.55 | 36.57 |
| 1.05 | 12.6 | 39.35 | 38.47 | 38.47 |
| 1.1 | 13.2 | 42.19 | 39.38 | 39.38 |
| 1.15 | 13.8 | 45.10 | 40.26 | 40.26 |
| 1.2 | 14.4 | 48.07 | 41.13 | 41.13 |
| 0.365 | 4.38 | 8.06 | 22.68 | 8.06 |




Q = 24.22 CFS (ULTIMATE CONDITION)

⇒ HEAD = 0.75' (WEIR CONTROLLED)

+ 0.75' FREE BOARD

1.50' ABOVE INLET WILL EQUAL TOP OF BERM

TOP OF INLET = 17.50 + 1.50 = 19.00' TOP OF BERM ELEVATION

Analyzer Report

==========
Drainage Structure Analyzer

Pipe Hydraulic Analysis

Date: Thursday, February 28, 2013 2:27:41 PM
==========

Input Data
---

| | |
|---|---|
| Shape | Circular |
| Material | RC C76-A NEW SD |
| Roughness | 0.013000 |
| Method | Manning |
| Flow Rate | 24.2200 cfs |
| Slope | 5.6200% |
| Size (W x T): | 24.00 x 3.0000 |

Output Results
---

| | |
|---|---|
| Flow Rate | 24.2200 cfs |
| Slope | 5.6200% |
| d/D | 0.4710 |
| Capacity | 53.6299 cfs |
| Velocity | 16.6476 ft/s |
| Depth | 0.9420 ft |
| Critical Depth | 1.7400 ft |
| Size (W x T): | 24.00 x 3.0000 |

Successful completion

Doc #2013032803 eRecorded
03/25/2013 12:28:00 PM Page 1 of 24
EASE Rec Fee: $25.00 M. Toulouse Oliver, Bernalillo County

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Space above for recorder's use only

Return to: First American Title Ins. Co.
GF# 1740582-OL

# EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this 12th day of March, 2013, by and between **SYUFY PROPERTIES, INC., a California corporation** ("Syufy"), **CENTURY THEATRES, INC., a California corporation** ("Century") and **MOTORPLEX REAL ESTATE LTD. CO., a New Mexico limited liability company** ("Motorplex").

## RECITALS

A. Syufy owns Tract A-1-A, being a replat of Tract A-1 of Cryer Property, as the same is shown and designated on the plat filed April 19, 1977 in Book 07, Folio 163, records of Bernalillo County, New Mexico (the "Syufy Tract") located in the City of Albuquerque, County of Bernalillo, State of New Mexico. A legal description of the Syufy Tract is attached hereto as Exhibit "A" and incorporated herein.

B. Motorplex owns Tract A-1-C-1-A of Cryer Property, as the same is shown and designated on the plat filed December 15, 2010 in Book2010C, Page 133, as Document No.2010128798, records of Bernalillo County, New Mexico (the "Motorplex Tract"). A legal description of the Motorplex Tract is attached hereto as Exhibit "B" and incorporated herein. The Motorplex Tract adjoins and shares a common boundary with the Syufy Tract.

C. Syufy, as landlord, and Century, as tenant, are parties to that certain lease, dated July 1, 1996 (as amended, the "Theatre Lease"), wherein Syufy leased the entire Syufy Tract (and improvements thereon) to Century, which Theatre Lease is in force and effect as of the date of this Agreement. Under the provisions of the Theatre Lease, Century is responsible for the maintenance and repair of the entire Syufy Tract and for the payment of real property taxes assessed on the Syufy Tract.

D. Subject to the terms and provisions of this Agreement, Syufy agrees to grant to Motorplex (and Century consents to such grant) a non-exclusive access easement over a certain portion of the Syufy Tract for the benefit of the Motorplex Tract, and Motorplex agrees to perform certain obligations and responsibilities in connection with such easement, all as set forth in this Agreement.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Recorded Electronically
ID 2013032803
County Bernalillo
Date 3-25-2013 Time 12:28 pm
Simplifile.com 800.460.5667

Space above for recorder's use only

Return to: First American Title Ins. Co.
GF# 1740582-OL

# EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into this 12th day of March, 2013, by and between **SYUFY PROPERTIES, INC., a California corporation** ("Syufy"), **CENTURY THEATRES, INC., a California corporation** ("Century") and **MOTORPLEX REAL ESTATE LTD. CO., a New Mexico limited liability company** ("Motorplex").

## RECITALS

A. Syufy owns Tract A-1-A, being a replat of Tract A-1 of Cryer Property, as the same is shown and designated on the plat filed April 19, 1977 in Book 07, Folio 163, records of Bernalillo County, New Mexico (the "Syufy Tract") located in the City of Albuquerque, County of Bernalillo, State of New Mexico. A legal description of the Syufy Tract is attached hereto as Exhibit "A" and incorporated herein.

B. Motorplex owns Tract A-1-C-1-A of Cryer Property, as the same is shown and designated on the plat filed December 15, 2010 in Book2010C, Page 133, as Document No.2010128798, records of Bernalillo County, New Mexico (the "Motorplex Tract"). A legal description of the Motorplex Tract is attached hereto as Exhibit "B" and incorporated herein. The Motorplex Tract adjoins and shares a common boundary with the Syufy Tract.

C. Syufy, as landlord, and Century, as tenant, are parties to that certain lease, dated July 1, 1996 (as amended, the "Theatre Lease"), wherein Syufy leased the entire Syufy Tract (and improvements thereon) to Century, which Theatre Lease is in force and effect as of the date of this Agreement. Under the provisions of the Theatre Lease, Century is responsible for the maintenance and repair of the entire Syufy Tract and for the payment of real property taxes assessed on the Syufy Tract.

D. Subject to the terms and provisions of this Agreement, Syufy agrees to grant to Motorplex (and Century consents to such grant) a non-exclusive access easement over a certain portion of the Syufy Tract for the benefit of the Motorplex Tract, and Motorplex agrees to perform certain obligations and responsibilities in connection with such easement, all as set forth in this Agreement.

## AGREEMENTS

1. Grant of Easement. Subject to the terms and provisions of this Agreement, Syufy hereby grants to Motorplex (and Century consents to such grant) a non-exclusive access easement ("Easement") over that certain portion of the Syufy Tract designated on Exhibit "C" as the Easement Area ("Easement Area"), attached hereto and incorporated herein, for the benefit of the Motorplex Tract for the sole and limited purpose of (i) providing vehicular and pedestrian access, including ingress and egress, to and from the Motorplex Tract across the Easement Area only for: (a) Motorplex and any tenant of the Motorplex Tract and their respective employees, customers, patrons, invitees and licensees; and (b) fire, police, ambulance, animal control, and other emergency services, and (ii) maintaining the landscaping installed by Motorplex (or its tenant) within the Easement Area, as outlined on Exhibit D-1 (Landscape Plan) attached hereto. However, in no event shall the Easement Area be utilized by Motorplex or any tenant or owner of the Motorplex Tract for any other use or purpose, including, but not limited to, the Easement Area shall not be utilized for access to the Motorplex tract by any agent, consultant or contractor of any tenant or owner of the Motorplex Tract or for any utility service provider which provides utility services to the Motorplex Tract, such as solid refuse and liquid waste disposal, gas, electrical, sewer, or telecommunication services (collectively, the "Prohibited Users"). At all times, all such Prohibited Users must access the Motorplex Tract by some alternative means not involving in any manner the Easement Area. In the event that any such Prohibited Users utilize the Easement Area for access to the Motorplex Tract, Syufy shall have the right to notify Motorplex thereof, and if such utilization of the Easement Area by such Prohibited Users does not cease within fifteen (15) days after the date of the delivery of such notice by Syufy to Motorplex, Syufy shall have the ongoing right at any time thereafter to terminate this Agreement (and the grant of Easement herein) by a subsequent written notice thereof to Motorplex (with a copy of such notice concurrently delivered to Century). Notwithstanding the foregoing, in the event that Syufy delivers a second or subsequent notice to Motorplex regarding such Prohibited Users utilizing the Easement Area for access to the Motorplex Tract within any one (1) year period, Syufy shall have the immediate right in such notice to terminate this Agreement (and the grant of Easement herein).

2. Costs to Maintain and Repair the Easement Area. During the term of the Theatre Lease, Century shall be solely responsible for the maintenance and repair of the Easement Area; provided, however, that neither Century nor Syufy shall be obligated to maintain any landscaping installed by Motorplex (or its tenant) within the Easement Area, including but not limited to the landscaping shown on Exhibit D-1 (Landscape Plan). In consideration of Syufy granting the Easement to Motorplex herein, Motorplex hereby agrees to reimburse Century on an annual basis for Motorplex's Proportionate Share (defined below) of Century's annual costs and expenses to maintain and repair the Easement Area under the provisions of the Theatre Lease. It is hereby agreed that Motorplex's Proportionate Share of such costs and expenses shall be fixed at the annual amount of Two Thousand and 00/100 Dollars ($2,000.00). Motorplex shall pay such amount to Century (at Century's notice address set forth below) on or before March 1st of each year for the following twelve (12) month period, for Century to maintain and repair the Easement Area under the provisions of the Theatre Lease. Sums not paid by Motorplex when due shall incur a late charge of five percent (5%) and, in the event not paid on or before April 1st of each year, such amount shall thereafter bear interest at the rate of fifteen percent (15%) per

year until paid in full, and shall constitute a lien against the Motorplex Tract commencing on the date a notice of lien hereunder is recorded in the real property records of Bernalillo County, New Mexico. In the event that Motorplex fails to reimburse by April 1st of each year, Century shall have the right at any time thereafter to terminate this Agreement (and the grant of Easement herein) by written notice thereof to Motorplex (with a copy of such notice concurrently delivered to Syufy). In the event that the term of the Theatre Lease is terminated or expires, and if this Agreement remains in force and effect, Syufy (or a tenant on the Syufy Tract which is a successor to Century) shall have the same rights as Century under this Section 2 to receive reimbursement from Motorplex for Motorplex's Proportionate Share of Syufy's (or such successor tenant's) costs and expenses to maintain and repair the Easement Area, in the same fixed payment amount and paid in the same manner as noted above, provided that Motorplex is given written notice of the name and the notice address of the new party entitled to payment under this Section 2.

3. No Motorplex Rights To Park on the Syufy Tract. In no event shall Motorplex or any tenant of the Motorplex Tract or any of their respective employees, customers, patrons, invitees, licensees, agents, consultants or contractors have the right to park any vehicles in, on or upon any portion of the Syufy Tract (including, but not limited to, the Easement Area). Motorplex and any tenant of the Motorplex Tract shall upon receipt of Syufy's or Century's written request, furnish Syufy or Century with a list of its employees and the license numbers of their vehicles. Syufy and Century shall each have the right to tow vehicles of the employees, customers, patrons, invitees, licensees, agents, consultants or contractors of Motorplex or any tenant of the Motorplex Tract which are parked on the Syufy Tract. Motorplex shall promptly reimburse Syufy or Century (as the case may be) upon written demand by Syufy or Century for any such towing costs. Motorplex and any tenant of the Motorplex Tract shall be responsible for ensuring that their respective employees, customers, patrons, invitees, licensees, agents, consultants and contractors comply with the provisions of this Section 3.

4. Use of the Easement Area. Notwithstanding any other provision of this Agreement, the entire Motorplex Tract shall at all times be utilized for either restaurant use, a hotel or the retail sale of soft goods (clothing, apparel or other fabrics), and for no other use or purpose. Further, in the event that either: (a) a minimum of seventy percent (70%) of the entire land area of the Motorplex Tract is not utilized for restaurant use for more than thirty (30) consecutive days; or (b) if more than thirty percent (30%) of the entire land area of the Motorplex Tract is utilized for a hotel or the retail sale of soft goods, then, in either event, Syufy shall have the right at any time thereafter to terminate this Agreement (and the grant of Easement herein) by written notice thereof to Motorplex (with a copy of such notice concurrently delivered to Century).

5. Necessary Improvements for Use of the Easement Area. Motorplex (or any tenant of the Motorplex Tract) shall be responsible, at its sole cost and expense, for the construction of any and all improvements in, on or about the Motorplex Tract which are necessary for the use of the Easement Area by Motorplex or any tenant of the Motorplex Tract, including, but not limited to, any curbs, curbcuts, gutters, sidewalks or driveways to be constructed in, on or about the Motorplex Tract. In no event shall Motorplex or any tenant of the Motorplex Tract construct any improvements in or on the Easement Area or in or on any other portion of the Syufy Tract other than those shown on Exhibits D-1 (Landscape Plan), D-2 (Grading Plan), and D-3 (Curb

Stop Detail; Concrete Sidewalks Standards; Tie-In Existing Pavement; Combination Curb & Gutter), (collectively, the "Easement Improvements") attached hereto and incorporated herein. As between Syufy and Motorplex, Motorplex shall be solely responsible for the cost of construction of the Easement Improvements. All construction on the Motorplex Tract shall not restrict or interfere with the use and operation of the Syufy Tract by Syufy, Century or their respective employees, customers, patrons, invitees, licensees, agents, consultants or contractors. Further, Motorplex shall notify Syufy and Century in writing at least ten (10) days in advance of any needed temporary access in or to the Easement Area for purposes of any such construction of the Easement Improvements, or any curbs, curbcuts, gutters, sidewalks or driveways which are proposed to be located immediately adjacent to the Easement Area.

6. Insurance. Commencing on the date of the execution of this Agreement, and thereafter throughout the term of this Agreement, Motorplex, at its expense, shall keep in full force and effect a policy of commercial general liability insurance insuring Syufy and Century from and against all claims, demands, actions or liability for injury to or death of any persons, and for damage to property arising directly or indirectly from or related to the use of the Easement Area by Motorplex or any tenant of the Motorplex Tract or their respective employees, customers, patrons, invitees or licensees. No deductible in excess of One Thousand Dollars ($1,000) will be carried under such coverage. The policy shall include coverage for personal injury, death, property damage, contractual liability (including Motorplex's indemnity under this Agreement), and owned and non-owned automobiles. Such insurance shall be written on an occurrence basis with primary coverage in a minimum amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence and in a minimum amount of Two Million and No/100 Dollars ($2,000,000.00) general aggregate, plus excess/umbrella liability coverage in a minimum amount of Two Million and No/100 Dollars ($2,000,000.00) per occurrence and general aggregate. However, the amounts of such insurance shall not limit Motorplex's liability or obligations under this Agreement. All policies shall name Syufy Properties, Inc., a California corporation, Century Theatres, Inc., a California corporation and any other persons, firms or corporations designated by Syufy or Century as additional insureds. Endorsements to (in addition to certificates of) such policies shall be obtained by Motorplex and delivered to Syufy and Century in order to effect such additional insured status, and such endorsements shall be at least as broad as the additional insured endorsement form number CG 20 26 11 85 promulgated by the Insurance Services Office. No additional insured shall be liable for any payment for premiums. All additional insureds shall be entitled to recovery for any loss occasioned to them, their servants, agents or employees by reason of the negligence of Motorplex, its officers, agents, contractors, employees, licensees, tenants and assigns. All policies shall contain a clause that the insurer will not cancel or change such coverage without first giving Syufy and Century at least thirty (30) days' prior written notice. All insurance shall be issued by an insurance company qualified and licensed to do business in the State of New Mexico and having an overall rating of Class A- or better and a financial rating of Class X or better as rated in the most current available Best's Key Rating Guide. Copies of all policy endorsements and original certificates of insurance evidencing Motorplex's insurance coverage, as required under this Agreement, shall be delivered to Syufy as a condition of this Agreement. Upon Syufy's request, Motorplex shall also deliver to Syufy full and complete copies of Motorplex's insurance policies relating to Motorplex's insurance coverage, as required under this Agreement. All policies shall be written as primary policies, not contributing with and not in excess of coverage which Syufy or Century may carry.

7. Indemnification. Motorplex shall indemnify, defend, protect and save Syufy and Century harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorneys' fees and costs of investigation) in connection with any damage or injury to person and/or property arising directly or indirectly from or related to the use of the Easement Area by Motorplex or any tenant of the Motorplex Tract or their respective employees, customers, patrons, invitees or licensees, or from any breach or default on the part of Motorplex in the performance of any covenant or agreement on the part of Motorplex to be performed pursuant to this Agreement, or from violations of or noncompliance with any governmental requirements, laws, codes, statutes or ordinances, or from any acts or omissions of Motorplex or any tenant of the Motorplex Tract or their respective employees, customers, patrons, invitees or licensees which occurs in, on or about the Easement Area. In case Syufy or Century shall be made a party to any litigation commenced by or against Motorplex or any tenant of the Motorplex Tract or their respective employees, customers, patrons, invitees or licensees, Motorplex shall accept any tender of defense by Syufy or Century and shall defend, protect and hold Syufy and Century harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by Syufy or Century in connection with such litigation. Syufy or Century may, at its option, require Motorplex to assume Syufy's or Century's defense in any action covered by this Section 7 through counsel satisfactory to Syufy and/or Century. The obligations of Motorplex under this Section 7 shall commence on the date of this Agreement and shall survive the termination of this Agreement.

8. Compliance with Laws. Motorplex, at its sole cost and expense, shall procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the use of the Easement Area by Motorplex or any tenant of the Motorplex Tract. Motorplex and any tenant of the Motorplex Tract shall not use the Easement Area or permit anything to be done in or about the Easement Area in violation of any declarations, covenant, condition or restriction, or Law (as defined below) now in force or which may hereinafter be enacted or promulgated. Motorplex shall promptly comply, at its sole cost and expense, with all governmental laws, statutes, ordinances, codes, orders, rules, regulations, requirements or mandates (collectively, "Laws") now in force or which may hereinafter be in force, which shall, by reason of Motorplex's use of the Easement Area or Motorplex's tenant's use of the Easement Area, impose any duty upon Motorplex, Syufy or Century with respect to Motorplex's use of the Easement Area or Motorplex's tenant's use of the Easement Area.

9. Non Exclusive Easement. The Easement granted to Motorplex herein is not exclusive and does not limit in any manner the right of Syufy to grant to third parties further non-exclusive easements affecting the Easement Area. However, Motorplex shall not be responsible for the construction of any improvements in the Easement Area (other than maintenance and repairs under Section 2 herein) required as a result of the granting of such additional easements by Syufy.

10. Property Taxes. To the extent provided in the Theatre Lease, Century shall be solely responsible for the payment of all ad valorem real property taxes assessed on the Syufy Tract. However, Motorplex shall promptly reimburse Century for any increase in such real property taxes resulting from any work or construction contemplated under this Agreement.

11. No Public Dedication. In no event shall the Easement hereby created benefit or be an appurtenance to any property that is now or hereafter owned by or dedicated to any government or governmental authority for public road right-of-way purposes, nor shall the Easement hereby created benefit or be exercisable by the general public. Further, Syufy and Century hereby retain the right to remove trespassers in the Easement Area or in other portions of the Syufy Tract, and also retain the right to revoke or restrict the rights of individuals in other portions of the Syufy Tract.

12. Liens. Motorplex and all tenants of the Motorplex Tract shall keep the Syufy Tract free from any kind of lien arising out of work or labor performed or equipment or materials furnished to the Motorplex Tract or to Motorplex, or any tenant of the Motorplex Tract. If any such lien is made or recorded against the Syufy Tract as a result of such work or labor, Motorplex shall promptly discharge the same. In the event that Motorplex fails to so discharge such lien, Syufy shall have the right (but not the obligation) at any time to discharge the same, and the total cost incurred by Syufy in discharging such lien (including, but not limited to, Syufy's attorney's fees, court costs and recording fees) shall be paid by Motorplex to Syufy.

13. Costs to Prepare and Record This Agreement. In consideration of Syufy preparing and executing this Agreement, concurrent with Motorplex's execution of this Agreement, Motorplex shall pay to Syufy a sum of Five Thousand and 00/100 Dollars ($5,000.00). Following the execution of this Agreement by Motorplex, Syufy and Century, Motorplex shall be solely responsible for the recording of this Agreement in the records of Bernalillo County, New Mexico, and Motorplex shall pay all necessary fees, costs and expenses in connection with such recordation.

14. Termination of this Agreement. Upon the termination of this Agreement for any reason, Motorplex shall execute (and notarize Motorplex's execution of) and deliver to Syufy a recordable document to be drafted by Syufy, which will evidence such termination of this Agreement, and which will rescind this Agreement (and the grant of Easement herein) recorded against Syufy's title to the Syufy Tract. Syufy shall arrange and pay for the recording of such document. Motorplex also hereby appoints Syufy as Motorplex's attorney-in-fact to execute such document on behalf of Motorplex.

15. Miscellaneous.

(a) Amendment. Any subsequent alteration, amendment, change or addition to this Agreement must be in writing, executed by Century (but only during the term of the Theatre Lease), Syufy and Motorplex or their successors or assigns, as applicable. Any such subsequent alteration, amendment, change or addition to this Agreement which is made without the written execution by Century (but only during the term of the Theatre Lease), Syufy and Motorplex or their successors or assigns shall be null and void and of no effect.

(b) Notices. Any notice, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

To Syufy:

Syufy Properties, Inc.
C/o SyWest Development, LLC
150 Pelican Way
San Rafael, CA 94901
Attn: Linda Lucas, Asset Management
(415) 448-8559
Linda_Lucas@sywest.com

To Motorplex:

Motorplex Real Estate Ltd. Co.
PO Box 26778
Albuquerque, NM 87125-6778
Attention: Stephen Fidel

To Century:

Century Theatres, Inc.
c/o Cinemark USA, Inc.
3900 Dallas Parkway, Suite 500
Plano, TX 75093
Attn: Paul A. Ledbetter, Vice President-Real Estate Counsel

Any such notice shall be deemed to be given on the date on which it is received or receipt thereof is refused. Any party may provide an alternate address by providing written notice thereof to other parties in the manner prescribed by this Section 15(b).

(c) Binding Effect. Subject to Syufy's and Century's rights to terminate this Agreement and the Easement, the Easement and the covenants, conditions, and restrictions contained herein shall attach to and shall be covenants running with the Syufy Tract and the Motorplex Tract, and shall, except as otherwise set forth herein, benefit or be binding upon the successors and assigns of the Syufy Tract and the Motorplex Tract. Every person who now or in the future owns or acquires any right, title or interest in or to the Syufy Tract or the Motorplex Tract or portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, restriction, provision, condition and right contained in this Agreement, whether or not the instrument conveying such interest refers to this Agreement.

(d) Attorneys' Fees. In the event of any action or legal proceeding between the parties hereto for breach of or to enforce any provision, obligation or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses including, but not limited to, reasonable attorneys' fees incurred by the prevailing party in connection with such action in addition to any other relief to which such party may be entitled.

(e) No Partnership. Neither this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

(f) Severability. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other term, covenant, condition, provision, or agreement contained herein.

(g) Governing Law. This Agreement and the obligations of the parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New Mexico.

(h) Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

(i) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

(j) Captions. Section titles or captions contained herein are inserted as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

(k) Release. If Syufy or Motorplex shall sell, transfer or assign the Syufy Tract or Motorplex Tract, respectively, or its interest therein, it shall, except as may be provided otherwise in this Agreement, be released from its unaccrued obligations hereunder from and after the date of such sale, transfer or assignment. However, the successor of any party under this Agreement shall assume all obligations of such party hereunder at all times on and after the date of such sale, transfer or assignment.

(l) Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

(m) Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party.

(n) Excuse for Non-Performance. Each party hereto shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented, delayed or hindered by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium, casualty, condemnation, riots, insurrection, war or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement.

(o) Waiver of Default. No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request by another party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to the parties to this Agreement shall be deemed to be cumulative and no such right or remedy shall be exclusive of any of the others, and the exercise of one such right or remedy by a party shall not impair such party's right to exercise any other right or remedy.

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

**SYUFY PROPERTIES, INC., a California corporation**

By: _____
Name: William Vierra
Its: Senior Vice President

**CENTURY THEATRES, INC., a California corporation**

By: _____
Name: Paul A. Ledbetter
Its: Vice President-Real Estate Counsel

**MOTORPLEX REAL ESTATE LTD. CO., a New Mexico limited liability company**

By: _____
Name _____
Its: _____

(n) Excuse for Non-Performance. Each party hereto shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented, delayed or hindered by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium, casualty, condemnation, riots, insurrection, war or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement.

(o) Waiver of Default. No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request by another party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to the parties to this Agreement shall be deemed to be cumulative and no such right or remedy shall be exclusive of any of the others, and the exercise of one such right or remedy by a party shall not impair such party's right to exercise any other right or remedy.

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

**SYUFY PROPERTIES, INC., a California corporation**

By:_____
Name: William Vierra
Its: Senior Vice President

**CENTURY THEATRES, INC., a California corporation**

By: Paul A. Ledbetter
Name: Paul A. Ledbetter
Its: Vice President-Real Estate Counsel

**MOTORPLEX REAL ESTATE LTD. CO., a New Mexico limited liability company**

By:_____
Name_____
Its: _____

(n) Excuse for Non-Performance. Each party hereto shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented, delayed or hindered by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium, casualty, condemnation, riots, insurrection, war or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement.

(o) Waiver of Default. No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request by another party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to the parties to this Agreement shall be deemed to be cumulative and no such right or remedy shall be exclusive of any of the others, and the exercise of one such right or remedy by a party shall not impair such party's right to exercise any other right or remedy.

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

**SYUFY PROPERTIES, INC., a California corporation**

By:_____
Name: William Vierra
Its: Senior Vice President

**CENTURY THEATRES, INC., a California corporation**

By: _____
Name: Paul A. Ledbetter
Its: Vice President-Real Estate Counsel

**MOTORPLEX REAL ESTATE LTD. CO., a New Mexico limited liability company**

By:_____
Name STEPHEN L FIORE
Its: MANAGING MEMBER

STATE OF CALIFORNIA )
)
COUNTY OF Marin )

On March 12, 2013 before me, Suzanne Moullen ~~Public~~ Notary, personally appeared William Vierra, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Suzanne Moullen

(This area for notary stamp)

**[Century to insert a Texas Acknowledgement.]**

SUZANNE MOULLEN
Commission # 1866920
Notary Public - California
Marin County
My Comm. Expires Oct 2, 2013

STATE OF CALIFORNIA )
)
COUNTY OF _____ )

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

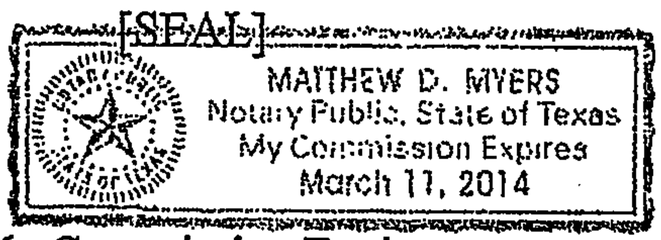
(This area for notary stamp)

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

I, Matthew Myers, a Notary Public in and for said county in said state, hereby certify that Paul A. Ledbetter, whose name Vice President-Real Estate Counsel of CENTURY THEATRES, INC., a California corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 14th day of March, A.D. 2013.

[SEAL]




Notary Public, State of Texas

My Commission Expires:

March 11, 2014

MATTHEW D. MYERS
Print Name of Notary Public

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

This instrument was acknowledged before me on March 21, 2013 by Stephen L. Fidel, as Managing Member of MOTORPLEX REAL ESTATE LTD. CO., a New Mexico limited liability company

Notary Public

My commission expires: 8-7-14

List of Exhibits

Exhibit "A" ..... Legal Description of Syufy Tract
Exhibit "B" ..... Legal Description of Motorplex Tract
Exhibit "C" ..... Easement Area
Exhibit "D-1" ..... Landscape Plan
Exhibit "D-2" ..... Grading Plan
Exhibit "D-3" ..... Curb Stop Detail; Concrete Sidewalks Standards; Tie-In Existing Pavement; Combination Curb & Gutter

EXHIBIT "A"

Legal Description of Syufy Tract

# EXHIBIT A

Tract A-1A of Cryer Subdivision, as the same is show and designated on the replat of Tract A-1 of the Cryer Property Bernalillo County, New Mexico, as filed in the office of the County Clerk of Bernalillo County, New Mexico, on April 19, 1977.

EXHIBIT "B"

Legal Description of Motorplex Tract

Tract A-1-C-1-A of Cryer Property, as the same is shown and designated on the plat filed December 15, 2010 in Book2010C, Page 133, as Document No.2010128798, records of Bernalillo County, New Mexico

EXHIBIT "C"

Easement Area

[ See attached metes and bounds legal description of the Easement Area and the Site Plan designating the Easement Area. ]

# EXHIBIT "C"

## DESCRIPTION

A certain tract of land within the Elena Gallegos Grant, projected Section 35, Township 11 North, Range 3 East, City of Albuquerque, Bernalillo County, New Mexico, being and comprising a portion of TRACT A-1A, as the same is shown and designated on the Replat of TRACT A-1 OF THE CRYER PROPERTY, filed in the Office of the County Clerk of Bernalillo County, New Mexico on April 19, 1977 in Volume D7, folio 163 and being more particularly described by New Mexico State Plane Grid Bearings (NAD83 Central Zone) and ground distances as follows:

BEGINNING at the southwest corner of the tract herein described, being a point on the northerly right-of-way line of Pan American Frontage Road Interstate 25, WHENCE the AMAFCA Brass Disc "NDC-14" having NM State Plane Grid Coordinates (NAD83 Central Zone) N=1,504,925.386 and E=1,534,158.19 bears S52°00'46"W a distance of 2011.61 feet;

THENCE along the westerly boundary of said tract, N36°23'27"W a distance of 256.53 feet to a point of curvature;

THENCE continuing along the westerly boundary of said tract, 39.32 feet along the arc of a tangent curve to the left having a radius of 25.00 feet, an interior angle of 90°07'23", and a chord bearing N81°27'09"W a distance of 35.39 feet to a point of tangency;

THENCE continuing along the westerly boundary of said tract, S55°29'10"W a distance of 1.99 feet to a point on the easterly boundary line of Tract A-1-C-1-A, as the same is shown and designated on the Plat of Tracts A-1-C-1-A & A-1-C-2-A, CRYER PROPERTY, filed in the Office of the County Clerk of Bernalillo County, New Mexico on December 15, 2010 in Volume 2010C, folio 133;

THENCE continuing along the westerly boundary of said tract, coincident with the easterly boundary line of said Tract A-1-C-1-A, N36°24'25"W a distance of 24.00 feet to a point;

THENCE continuing along the westerly boundary of said tract, leaving said easterly boundary line of Tract A-1-C-1-A, N53°29'10"E a distance of 2.10 feet to a point of curvature;

THENCE continuing along the westerly boundary of said tract, 39.22 feet along the arc of a tangent curve to the left having a radius of 25.00 feet, an interior angle of 89°82'37" and a chord bearing N08°32'51"E a distance of 35.32 feet to a point of tangency, being the northwest corner of the tract herein described;

THENCE along the northerly boundary of said tract, N53°36'33"E a distance of 36.00 feet to the northeast corner;

THENCE along the easterly boundary of said tract, S36°23'27"E a distance of 330.52 feet to the southeast corner, being a point on said northerly right-of-way line;

THENCE along the southerly boundary of said tract, coincident with said northerly right-of-way line, S53°35'23"W a distance of 36.00 feet to the POINT OF BEGINNING.

This tract contains 0.2942 acre, more or less.

## SURVEYOR'S CERTIFICATION

I, Timothy Solinski, a New Mexico Professional Surveyor No. 17531, do hereby certify that this Easement Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this instrument is an Easement Survey.

10-26-2012
Date

Timothy Solinski
New Mexico Professional Surveyor No. 17531

TIMOTHY SOLINSKI
NEW MEXICO
17531
LICENSED PROFESSIONAL SURVEYOR

SHEET 1 OF 2

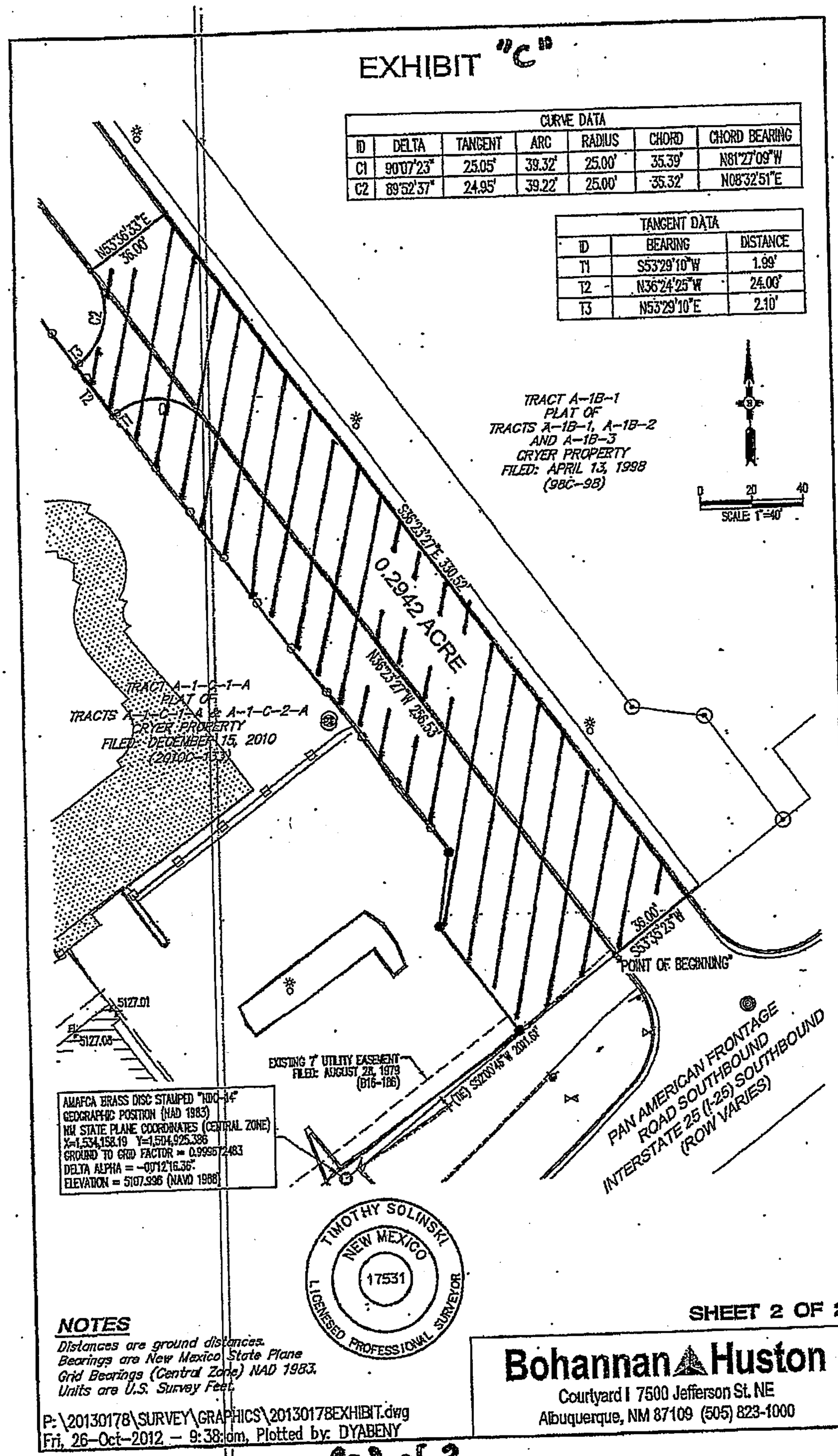
Bohannan Huston
Courtyard I, 7500 Jefferson St. NE
Albuquerque, NM 87109 (505) 823-1000

P:\20130178\SURVEY\GRAPHICS\20130178EXHIBIT.dwg
Fri, 26-Oct-2012 - 10:18am, Plotted by: DYABENY

# EXHIBIT "C"

| CURVE DATA | | | | | | |
|---|---|---|---|---|---|---|
| ID | DELTA | TANGENT | ARC | RADIUS | CHORD | CHORD BEARING |
| C1 | 90°07'23" | 25.05' | 39.32' | 25.00' | 35.39' | N81°27'09"W |
| C2 | 89°52'37" | 24.95' | 39.22' | 25.00' | 35.32' | N08°32'51"E |

| TANGENT DATA | | |
|---|---|---|
| ID | BEARING | DISTANCE |
| T1 | S53°29'10"W | 1.99' |
| T2 | N36°24'25"W | 24.00' |
| T3 | N53°29'10"E | 2.10' |




SHEET 2 OF 2

**NOTES**

*Distances are ground distances.*
*Bearings are New Mexico State Plane Grid Bearings (Central Zone) NAD 1983.*
*Units are U.S. Survey Feet.*

P:\20130178\SURVEY\GRAPHICS\20130178EXHIBIT.dwg
Fri, 26-Oct-2012 - 9:38:am, Plotted by: DYABENY


**Bohannan Huston**
Courtyard I 7500 Jefferson St. NE
Albuquerque, NM 87109 (505) 823-1000

# EXHIBIT "D-1"

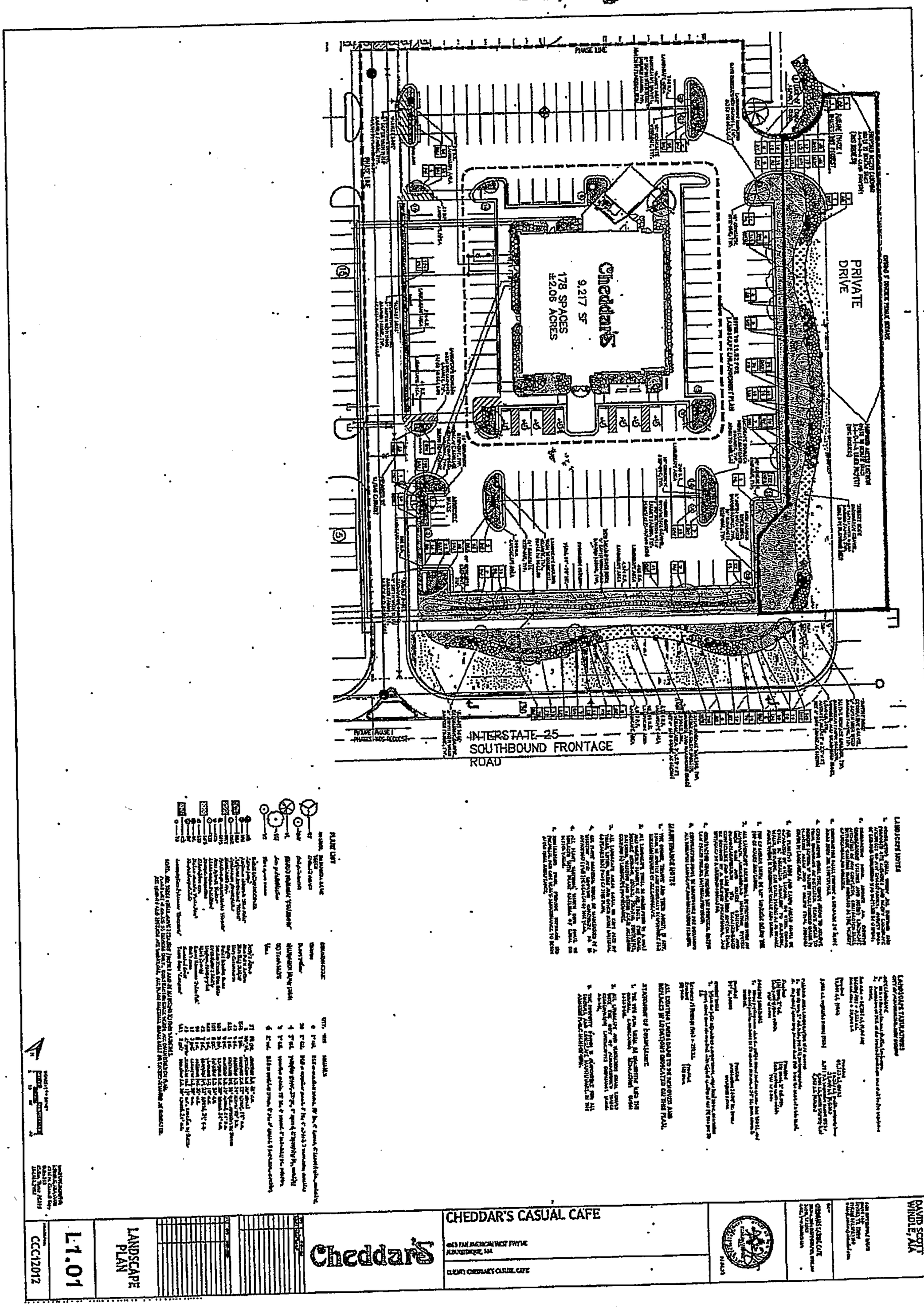
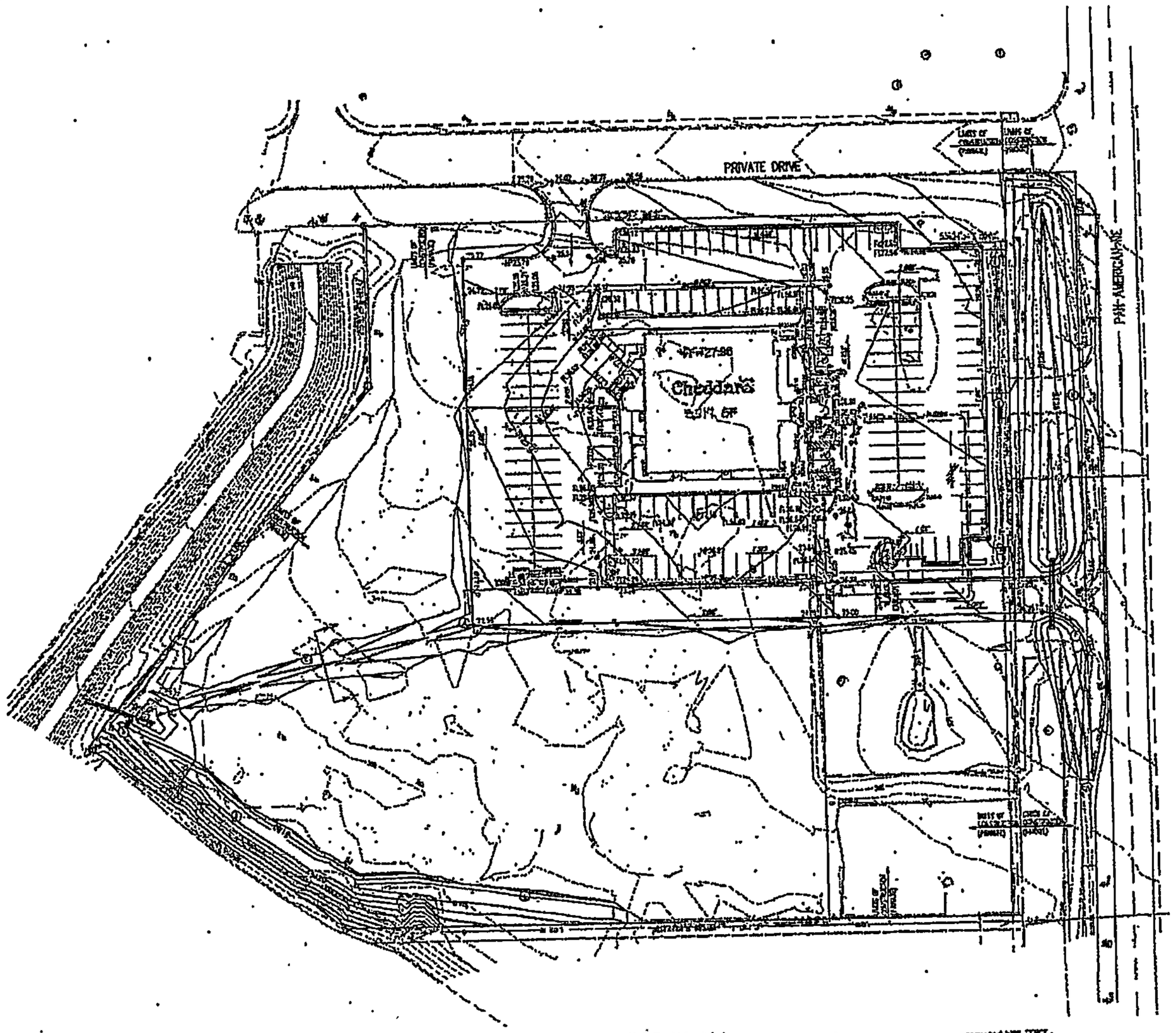

Cheddar's
9,217 SF
178 SPACES
±2.06 ACRES
PRIVATE DRIVE
INTERSTATE 25
SOUTHBOUND FRONTAGE ROAD
LANDSCAPE NOTES
MAINTENANCE NOTES
PLANT LIST
DAVID SCOTT WINDLE, AIA
CHEDDAR'S CASUAL CAFE
LANDSCAPE PLAN
L1.01
CCC12012

EXHIBIT "D" #2




## GRADING PLAN

### GRADING KEYED NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]

### GENERAL NOTES

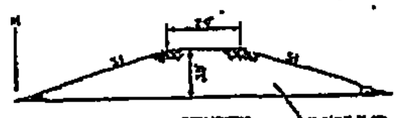
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]
13. [illegible]
14. [illegible]

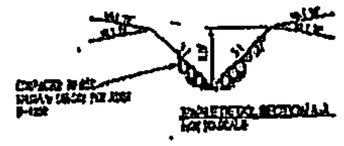
### GRADING NOTES

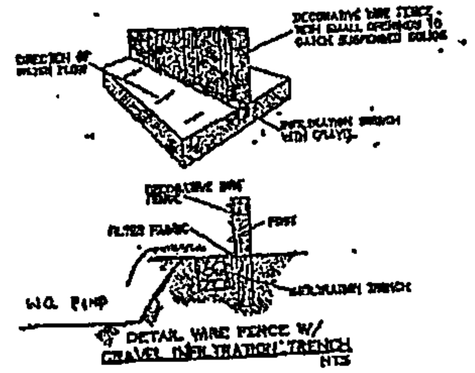
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]

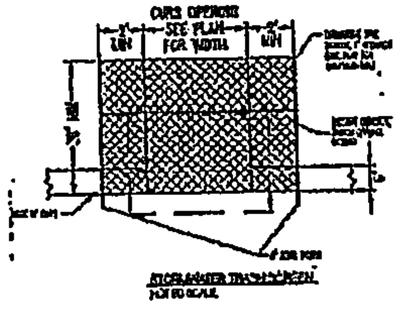
### LEGEND

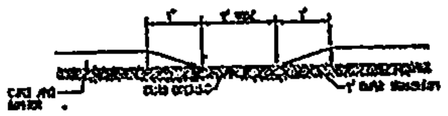
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

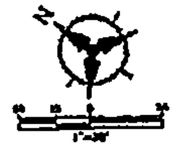


Bohannan Huston

Mon, 28-Jan-2013 - 3:01pm, Plotted by JBROOKS
J:\PROJECTS\[illegible]\Grading


ARCHITECT
DAVID SCOTT WINDLE, AIA


CHEDDAR'S CASUAL CAFE

| REV. | DATE |
|---|---|
| | |

CHEDDAR'S CASUAL CAFE

ARMS NAN ANDERSON REAL ESTATE INC
ALBUQUERQUE, NM

CLIENT: CHEDDAR'S RESTAURANT, INC.

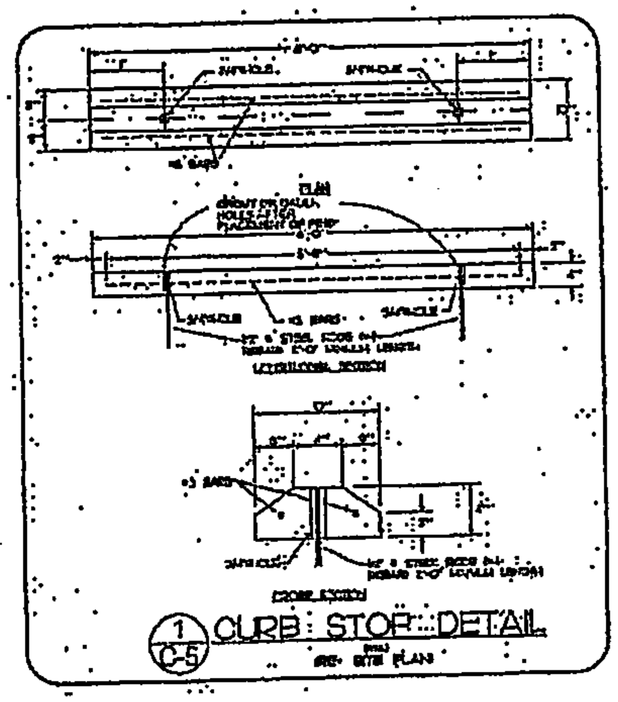
Cheddar's

| REV. | DESCRIPTION |
|---|---|
| | |

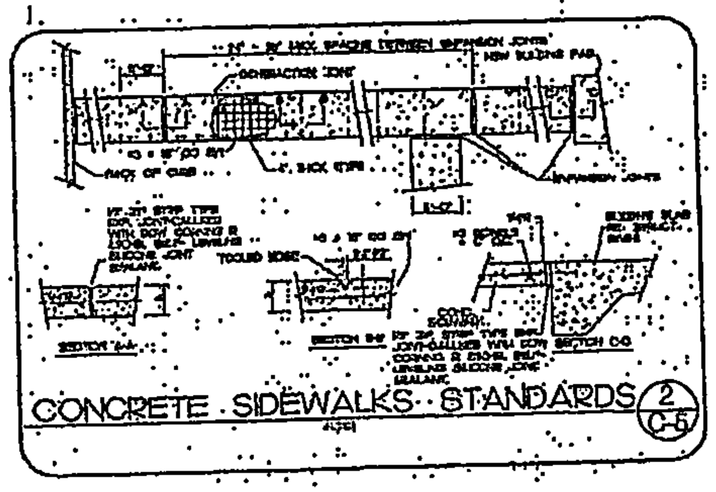
GRADING PLAN

C-7

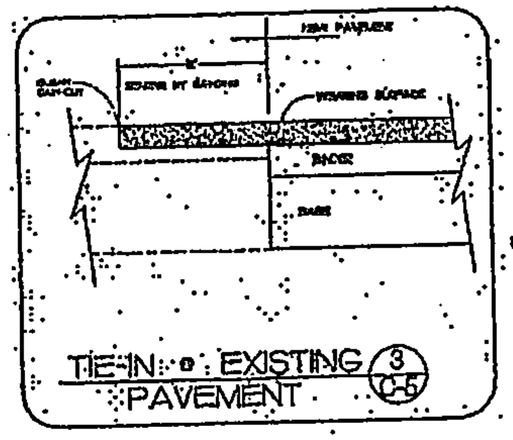
EXHIBIT "D" 3"



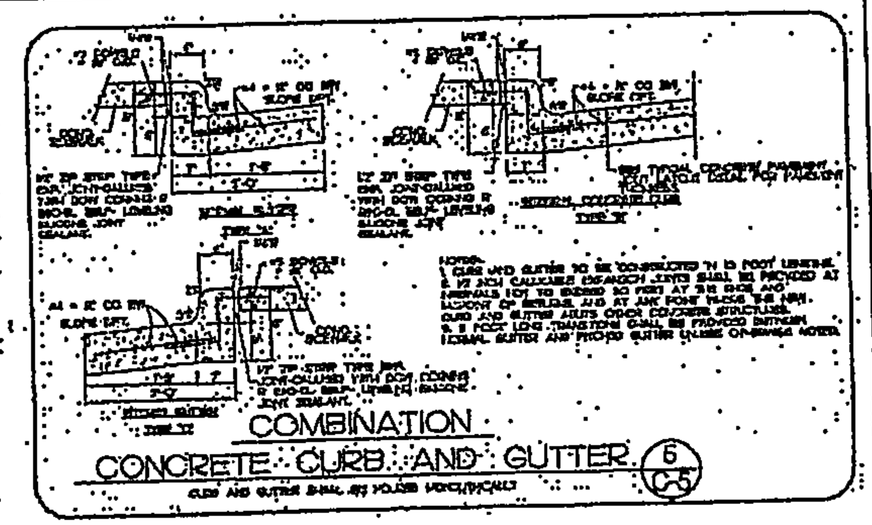
1 C-5 CURB STOP DETAIL



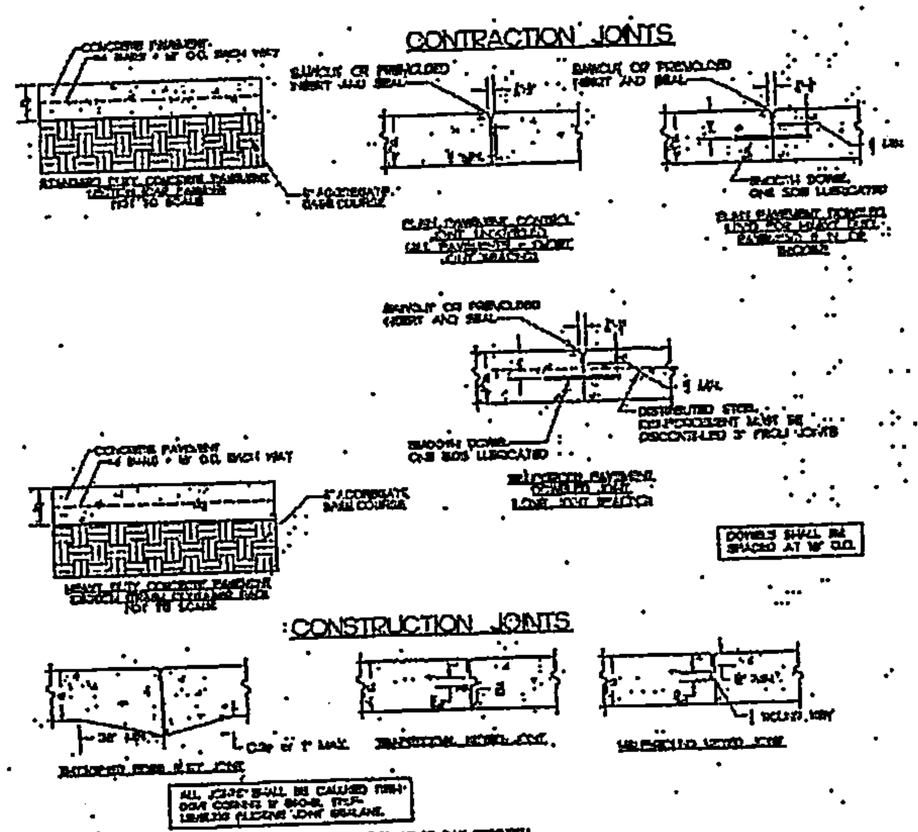
2 C-5 CONCRETE SIDEWALKS STANDARDS



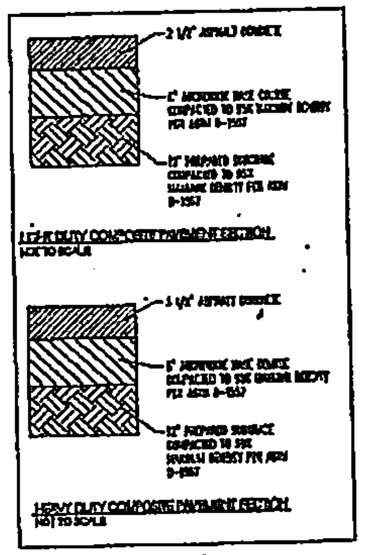
3 C-5 TIE-IN @ EXISTING PAVEMENT



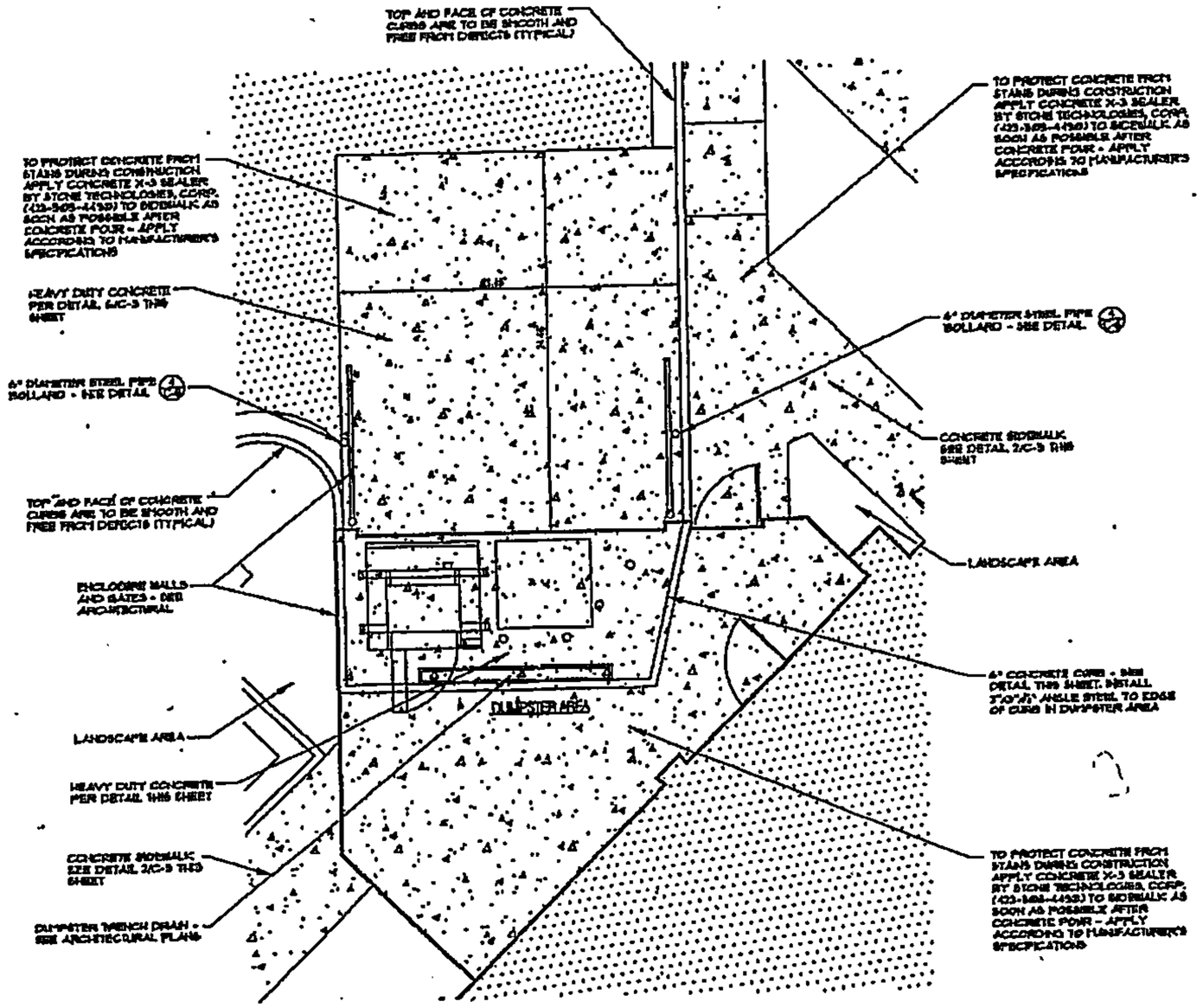
6 C-5 COMBINATION CONCRETE CURB AND GUTTER




6 C-5 PAVING DETAILS



7 C-5 BID ALTERNATE 1




4 C-5 DUMPSTER AREA ENLARGED PLAN


DAVID SCOTT WINDLE, AIA


CHEDDAR'S CASUAL CAFE

4555 PAN AMERICAN WEST PWY NE
ALBUQUERQUE, NM

CLIENT: CHEDDAR'S CASUAL CAFE

Cheddar's

DETAILS

C-5

Bohannan Huston

Tue, 19-Feb-2013 – 11:12 am, Plotted by: JRODERO
P:\BH370\CDP\Plans\Cover\BH370 BasicBLrev

# CITY OF ALBUQUERQUE

April 22, 2013

Brian C. Patterson, P.E.
Bohannan Huston, Inc.
7500 Jefferson NE CY1
Albuquerque, NM 87109

**Re: Cheddar's Casual Cafe**

**Engineer's Stamp date 4-9-13 (F17/D006)**

Dear Mr. Patterson,

Based upon the information provided in your submittal received 4-11-13, the above referenced plan is approved for Building Permit. Please insert a copy of this plan into the Building Permit set.

Engineer Certification of this plan is required for release of Certificate of Occupancy by Hydrology.

If you have any questions, you can contact me at 924-3986.

Sincerely,

Curtis C Cherne

Curtis Cherne, P.E., CFM
Principal Engineer, Planning Dept.
Development and Building Services

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

Copy: e-mail

# Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

F-17/D006

April 9, 2013

Lynn Mazur, P. E.
AMAFCA
2600 Prospect NE
Albuquerque, NM 87107

Re: Cheddar's Restaurant

Dear Lynn:

Enclosed for review and approval are the revised sheets of the Grading and Drainage Plan for the Cheddar's Restaurant for Building Permit. All of your comments from your email dated 4-4-13 have been addressed and the following are our response to your comments:

1. Sheet C-7 – in the boxed note below the AMAFCA standard notes, delete the first part that says "As a condition of approval..." It should start with "Certified as-built plans...".
   **Done**

2. Sheet C-10 – Draw a line through or mark "N/A" next to Notes for Channel Construction numbers 3 and 4. The channel section should match existing, which is smooth, gray concrete.
   **Done**

3. After we spoke this afternoon, I took another look at the pipe outfall to the Vineyard Channel. I had made a previous comment to lower the pipe invert. I think it is still too high. If the channel is 6 feet deep, and the pipe invert is 3 feet above the channel invert, that leaves 1 foot of ground cover and 4" below the 8" channel sill. Please provide a profile of the pipe outfall to the channel.
   **We have lowered the pipe outfall invert to an elevation of 5109.00 per your recommendation from the email dated 4-9-13.**

If you have any questions or require further information, please feel free to contact me.

Sincerely,
Bohannan Huston, Inc.

Brian C. Patterson, P.E.
Project Engineer
Community Development & Planning

RECEIVED
APR 11 2013
LAND DEVELOPMENT SECTION

cc: Curtis Cherne, COA

P:\20130178\Correspondence\Submittals\Grading and Drainage\4-9-13 for Building Permit\20130178Mazur,ltr_4-9-13.doc

**Engineering ▲**
**Spatial Data ▲**
**Advanced Technologies ▲**

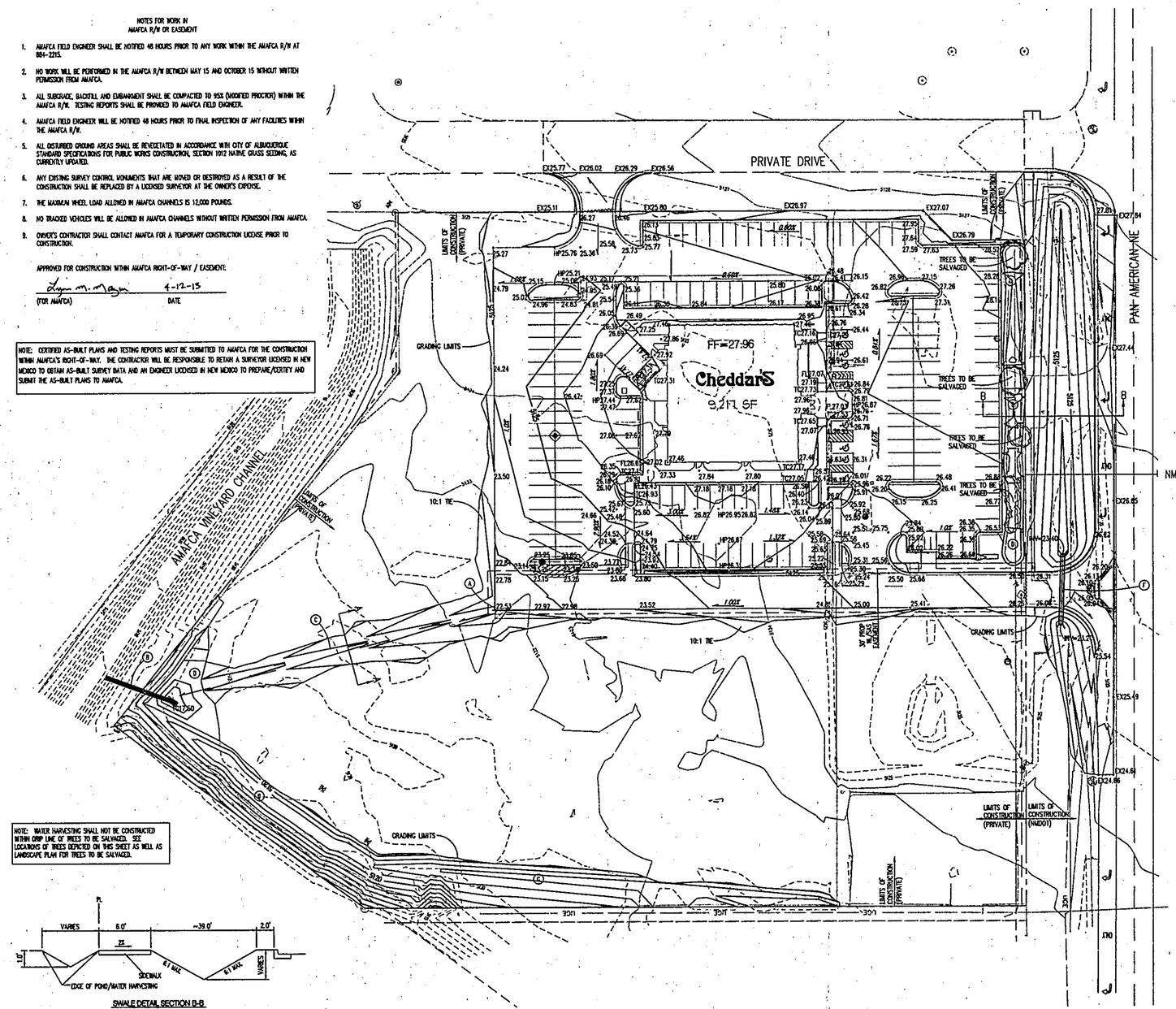
NOTES FOR WORK IN
AMAFCA R/W OR EASEMENT

1. AMAFCA FIELD ENGINEER SHALL BE NOTIFIED 48 HOURS PRIOR TO ANY WORK WITHIN THE AMAFCA R/W AT 884-2215.
2. NO WORK WILL BE PERFORMED IN THE AMAFCA R/W BETWEEN MAY 15 AND OCTOBER 15 WITHOUT WRITTEN PERMISSION FROM AMAFCA.
3. ALL SUBGRADE, BACKFILL AND EMBANKMENT SHALL BE COMPACTED TO 95% (MODIFIED PROCTOR) WITHIN THE AMAFCA R/W. TESTING REPORTS SHALL BE PROVIDED TO AMAFCA FIELD ENGINEER.
4. AMAFCA FIELD ENGINEER WILL BE NOTIFIED 48 HOURS PRIOR TO FINAL INSPECTION OF ANY FACILITIES WITHIN THE AMAFCA R/W.
5. ALL DISTURBED GROUND AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 1012 NATIVE GRASS SEEDING, AS CURRENTLY UPDATED.
6. ANY EXISTING SURVEY CONTROL MONUMENTS THAT ARE MOVED OR DESTROYED AS A RESULT OF THE CONSTRUCTION SHALL BE REPLACED BY A LICENSED SURVEYOR AT THE OWNER'S EXPENSE.
7. THE MAXIMUM WHEEL LOAD ALLOWED IN AMAFCA CHANNELS IS 12,000 POUNDS.
8. NO TRACKED VEHICLES WILL BE ALLOWED IN AMAFCA CHANNELS WITHOUT WRITTEN PERMISSION FROM AMAFCA.
9. OWNER'S CONTRACTOR SHALL CONTACT AMAFCA FOR A TEMPORARY CONSTRUCTION LICENSE PRIOR TO CONSTRUCTION.

APPROVED FOR CONSTRUCTION WITHIN AMAFCA RIGHT-OF-WAY / EASEMENT:

Lynn M. Mann 4-12-13
(FOR AMAFCA) DATE

NOTE: CERTIFIED AS-BUILT PLANS AND TESTING REPORTS MUST BE SUBMITTED TO AMAFCA FOR THE CONSTRUCTION WITHIN AMAFCA'S RIGHT-OF-WAY. THE CONTRACTOR WILL BE RESPONSIBLE TO RETAIN A SURVEYOR LICENSED IN NEW MEXICO TO OBTAIN AS-BUILT SURVEY DATA AND AN ENGINEER LICENSED IN NEW MEXICO TO PREPARE/CERTIFY AND SUBMIT THE AS-BUILT PLANS TO AMAFCA.




NOTE: WATER HARVESTING SHALL NOT BE CONSTRUCTED WITHIN DRIP LINE OF TREES TO BE SALVAGED. SEE LOCATIONS OF TREES DEPICTED ON THIS SHEET AS WELL AS LANDSCAPE PLAN FOR TREES TO BE SALVAGED.

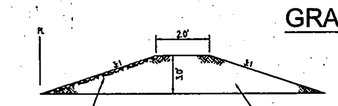



SWALE DETAIL SECTION B-B
NOT TO SCALE

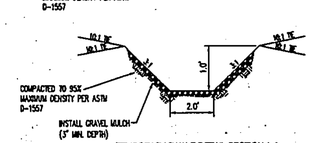
# GRADING PLAN

## LEGEND

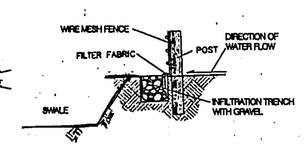
| | |
|---|---|
| PROPERTY LINE | PROPOSED INDEX CONTOURS |
| 5301 DISTING CONTOURS | PROPOSED INTER CONTOURS |
| 95.23 PROPOSED SPOT ELEVATION TC=TOP OF CURB, FL=FLOW LINE TW=TOP OF WALL, BW=BOTTOM OF WALL EX=EXISTING, TG=TOP OF GRADE | PROPOSED CURB & GUTTER |
| | EASEMENT |
| PROPOSED DIRECTION OF FLOW | PROPOSED LIGHTING |
| WATER BLOCK | PROPOSED STORM DRAIN LINE |

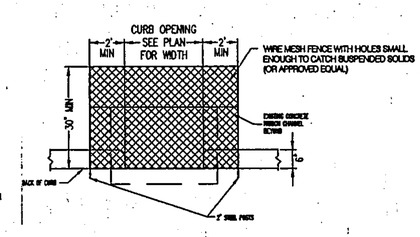



BERM DETAIL
NOT TO SCALE

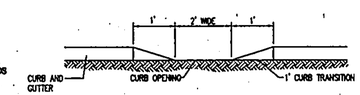



TEMPORARY SWALE DETAIL SECTION A-A
NOT TO SCALE

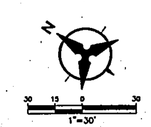



WIRE MESH FENCE DETAIL AT CURB OPENING
NOT TO SCALE




TYPICAL CURB CUT
NOT TO SCALE




## GRADING KEYED NOTES

(A) 2' WIDE CURB OPENING W/ WIRE MESH FENCE PER DETAIL THIS SHEET
(B) PROPOSED INLET & 24" CULVERT
(C) TEMPORARY SWALE TO BE CLEANED AND MAINTAINED BY PROPERTY OWNER
(D) DEPRESSED WATER HARVESTING AREA
(E) NOT USED
(F) PROPOSED 30" CULVERT
(G) TEMPORARY DRAINAGE DIVERSION BERM TO BE BUILT AND MAINTAINED UNTIL THIS AREA OF THE SITE DEVELOPS

## GENERAL NOTES

1. ALL WORK DETAILED ON THESE PLANS AND PERFORMED UNDER THIS CONTRACT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE PROJECT GEOTECHNICAL REPORT. WHERE APPLICABLE, CITY OF ALBUQUERQUE PUBLIC WORKS STANDARDS SHALL APPLY.
2. THE CONTRACTOR 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.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL POTENTIAL OBSTRUCTIONS INCLUDING ALL UNDERGROUND UTILITIES. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION OBSERVER OR ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
4. TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT LINE LOCATING SERVICE FOR LOCATION OF EXISTING UTILITIES.
5. ALL ELECTRICAL, TELEPHONE, CABLE TV, GAS AND OTHER UTILITY LINES, CABLES, AND APPURTENANCES ENCOUNTERED DURING CONSTRUCTION THAT REQUIRE RELOCATION, SHALL BE COORDINATED WITH THAT UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL NECESSARY UTILITY ADJUSTMENTS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR DELAYS OR INCONVENIENCES CAUSED BY UTILITY COMPANY WORK CREWS. THE CONTRACTOR MAY BE REQUIRED TO RESCHEDULE HIS ACTIVITIES TO ALLOW UTILITY CREWS TO PERFORM THEIR REQUIRED WORK.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITY LINES WITHIN THE CONSTRUCTION AREA. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AND APPROVED BY THE CONSTRUCTION OBSERVER.
7. CONSTRUCTION ACTIVITY SHALL BE LIMITED TO THE PROPERTY AND/OR PROJECT LIMITS. ANY DAMAGE TO ADJACENT PROPERTIES RESULTING FROM THE CONSTRUCTION PROCESS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
8. OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT SHALL NOT OBSTRUCT DRIVEWAYS OR DESIGNATED TRAFFIC LANES. THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT OR MATERIAL WITHIN THE PUBLIC RIGHT-OF-WAY.
9. THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS FOR THE PROJECT PRIOR TO COMMENCING CONSTRUCTION (I.E., BARRICADING, TOPSOIL DISTURBANCE, EXCAVATION PERMITS, EPA STORM WATER PERMITS, ETC.).
10. ALL PROPERTY CORNERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL PROPERTY CORNERS MUST BE RESET BY A REGISTERED LAND SURVEYOR.
11. THE CONTRACTOR SHALL PREPARE A CONSTRUCTION TRAFFIC CONTROL AND SIGNING PLAN AND OBTAIN APPROVAL OF SUCH PLAN FROM THE CITY OF ALBUQUERQUE, TRAFFIC ENGINEERING DEPARTMENT, PRIOR TO BEGINNING ANY CONSTRUCTION WORK ON OR ADJACENT TO EXISTING STREETS.
12. ALL BARRICADES AND CONSTRUCTION SIGNING SHALL CONFORM TO APPLICABLE SECTIONS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), US DEPARTMENT OF TRANSPORTATION, LATEST EDITION.
13. THE CONTRACTOR SHALL MAINTAIN ALL CONSTRUCTION BARRICADES AND SIGNING AT ALL TIMES. THE CONTRACTOR SHALL VERIFY THE PROPER LOCATION OF ALL BARRICADING AT THE END AND BEGINNING OF EACH DAY.
14. THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO CONFORM WITH EPA REQUIREMENTS, INCLUDING COMPLIANCE WITH NPDES PHASE 2 REQUIREMENTS.

## GRADING NOTES

1. EXCEPT AS PROVIDED HEREIN, GRADING SHALL BE PERFORMED AT THE ELEVATIONS AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THIS PLAN.
2. THE COST FOR REQUIRED CONSTRUCTION DUST AND EROSION CONTROL MEASURES SHALL BE INCIDENTAL TO THE PROJECT COST.
3. 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". ALL OTHER WORK SHALL, UNLESS OTHERWISE STATED OR PROVIDED FOR HEREIN, BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT, (FIRST PRIORITY) SPECIFICATIONS, AND/OR THE CITY OF ALBUQUERQUE (COA) STANDARD SPECIFICATIONS FOR PUBLIC WORKS (SECOND PRIORITY).
4. EARTH SLOPES SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL UNLESS SHOWN OTHERWISE.
5. 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.
6. THE CONTRACTOR IS TO ENSURE THAT NO SOIL ERODES FROM THE SITE ONTO ADJACENT PROPERTY OR PUBLIC RIGHT-OF-WAY.
7. 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.
8. PAVING AND ROADWAY GRADES SHALL BE +/- 0.1' FROM PLAN ELEVATIONS. PAD ELEVATION SHALL BE +/- 0.05' FROM BUILDING PLAN ELEVATION.
9. ALL PROPOSED CONTOURS REFLECT TOP OF PAVEMENT ELEVATIONS IN THE PARKING AREA AND MUST BE ADJUSTED FOR MEDIANS AND ISLANDS.
10. VERIFY ALL ELEVATIONS SHOWN ON PLAN FROM BASIS OF ELEVATION CONTROL STATION PRIOR TO BEGINNING CONSTRUCTION.
11. WATER HARVESTING SHOULD BE UTILIZED IN LANDSCAPE AREAS SUCH AS PARKING ISLANDS IN LOCATION FURTHER THAN 10' AWAY FROM BUILDING WHERE APPLICABLE.


ARCHITECT:
DAVID SCOTT WINDLE, AIA
1431 GREENWAY DRIVE
SUITE 150
IRVING, TX 75038
PHONE 972.870.1288
E-MAIL: scottw@dsbstudio4.com

OWNER:
CHEDDARS CASUAL CAFE
2250 W. JOHN CARPENTER FWY, SUITE 560
IRVING, TX 75063
EMAIL: www.cheddars.com


DAVID C. PATTERSON
P.E. NEW MEXICO
12-9-13
PROFESSIONAL ENGINEER

CHEDDAR'S CASUAL CAFE
4865 PAN AMERICAN WEST FWY NE
ALBUQUERQUE, NM
CLIENT: CHEDDAR'S CASUAL CAFE

Cheddar's

| DATE | DESCRIPTION |
|---|---|
| 12.09.2013 | ISSUE FOR PERMIT |

| | DATE | DESCRIPTION |
|---|---|---|
| 3 | 3/13 | DRB COMMENTS |

GRADING PLAN

C-7

Bohannan Huston

Tue, 9-Apr-2013 - 1:59:pm, Plotted by: BPATTERSON
P:\20130178\CDP\Plans\General\20130178 GP01.dwg

# CITY OF ALBUQUERQUE

November 15, 2013

Brian Patterson, P.E.
Bohannan Huston, Inc.
7500 Jefferson NE – Courtyard 1
Albuquerque, NM 87109

**Re: Cheddar's Casual Cafe, 4865 Pan American West Freeway NE**
**Permanent Certificate of Occupancy – Transportation Development**
**DRB Project # 1008519 (F17-D006)**
**Certification dated 11-14-13**

Dear Mr. Patterson,

Based upon the information provided in your submittal received 11-15-13, Transportation Development has no objection to the issuance of a Permanent Certificate of Occupancy. This letter serves as a "green tag" from Transportation Development for a Permanent Certificate of Occupancy to be issued by the Building and Safety Division. Please continue to coordinate with the NMDOT to finalize their requirements.

If you have any questions, you can contact me at 924-3991.

Sincerely,

Kristal D. Metro, P.E.
Traffic Engineer, Planning Dept.
Development and Building Services

C: CO Clerk
File

PO Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

# Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

**www.bhinc.com**

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

November 14, 2013

Kristal Metro, P.E.
Transportation Development Section
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

Re: Traffic Circulation Layout Engineer's Certification
Cheddar's Casual Cafe, (F-17)

Dear Kristal:

Per our phone conversation on November 13, 2013, I am requesting Final Certificate of Occupancy from Transportation Development. Enclosed for your review is the approved Site Plan dated 4/24/2013 with red line markups showing the approximate location of the meandering sidewalk and the existing tree locations. I visited the site on 11/13/13 and it is my belief that the traffic and pedestrian improvements have been constructed in substantial compliance with the approved site plan.

As part of the issuance of the Temporary Certificate of Occupancy, dated October 24, 2013, three (3) remaining items were still outstanding. They are listed below with their current status following:

1. Wheelchair ramp at the corner of the frontage road and the private drive is constructed.
    - The wheelchair ramp has been constructed.
2. Public sidewalk easement is attained for sidewalk encroachment into private property to accommodate 2 separate street trees.
    - We are currently waiting on the NMDOT to review language that addresses the portions of sidewalk that meanders onto the site from the NMDOT R/W. We will continue to coordinate with the NMDOT and once we have received their approval to the language, we will provide that confirmation to the COA.
3. All proposed improvement to the NMDOT southbound frontage road must be completed and accepted by the NMDOT (Condition of approval C.O. by DRB)
    - We have received email correspondence from the NMDOT stating that most of the improvements have been completed with one item yet to be addressed. The email (attached) goes on to state that once all of the items have been completed, the NMDOT will issue a driveway permit. We have since received the permit and is included in this submittal. We will continue to coordinate with the NMDOT and will provided the COA their formal approval, once we have received it.

RECEIVED
NOV 15 2013
BY:_____

**Engineering ▲**
**Spatial Data ▲**
**Advanced Technologies ▲**

Your review and approval is requested for a Final Certificate of Occupancy for the project. I have included photos showing the meandering sidewalk with existing tree locations as well as the constructed wheelchair ramp. I appreciate your time and consideration. If you have questions or require additional information, please contact me at 823-1000.

Sincerely,

Brian C. Patterson, P.E.
Project Engineer
Community Development & Planning

BRIAN C. PATTERSON
NEW MEXICO
20010
PROFESSIONAL ENGINEER

BCP/
Enclosure

cc:

RECEIVED
NOV 15 2013
BY:_____

# CITY OF ALBUQUERQUE

October 24, 2013

Brian Patterson, P.E.
Bohannon Huston Inc.
7500 Jefferson NE, Courtyard I
Albuquerque, NM 87109

**Re: Cheddar's Casual Cafe, (F-17/D006)**

**4865 Pan American West FWY NE**

**30- Day Extension for Temporary Certificate of Occupancy – Transportation Development Engineer's Stamp dated 10-23-13**

**Certification dated 10-23-13**

Dear Mr. Patterson,

Based upon the information provided in your submittal received 10-23-13, Transportation Development has no objection to the issuance of a 30-day Temporary Certificate of Occupancy. This letter serves as a "green tag" from Transportation Development for a 30-day Temporary Certificate of Occupancy to be issued by the Building and Safety Division.

Prior to the issuance of a Permanent Certificate of Occupancy, the following items must be addressed/completed:

- Wheelchair ramp at corner sidewalk of I-40 frontage and private drive is constructed.
- Public sidewalk easement is attained for sidewalk encroachment into private property to accommodate 2 separate street trees.
- All proposed improvements to the NMDOT southbound frontage road must be completed and accepted by the NMDOT (Condition of approval for C.O. by DRB).

If you have any questions, you can contact me at 924-3924.

Sincerely,

Nilo Salgado-Fernandez, P.E.
Senior Traffic Engineer, Planning Dept.
Development Review Services

C: Engineer, CO Clerk
File

PO Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

# Bohannan Huston

Engineering
Spatial Data
Advanced Technologies

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335
www.bhinc.com
voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

## CLIENT/COURIER TRANSMITTAL

**To:** Nilo Salgado-Fernandez
City of Albuquerque
600 2nd St NW
Albuquerque, NM 87102

**Requested by:** Brian Patterson

**Date:** October 23, 2013

**Time Due:**
- ☐ This A.M.
- ☒ This P.M.
- ☐ Rush _____
- ☐ By Tomorrow

**Phone:**
**Job No.:** 20130178

**Job Name:**

**DELIVERY VIA**
- ☒ Courier
- ☐ Federal Express
- ☐ Mail
- ☐ UPS
- ☐ Other

**PICK UP**
Item: _____

F-17/D006

| ITEM NO. | QUANTITY | DESCRIPTION |
|---|---|---|
| 1 | 1 | Letter Re: Traffic Circulation Layout Engineer's Certification |

**COMMENTS / INSTRUCTIONS**

RECEIVED
OCT 24 2013
LAND DEVELOPMENT SECTION

**REC'D BY:**_____ **DATE:**_____ **TIME:**_____

# Bohannan ▲ Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

**www.bhinc.com**

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

October 23, 2013

Nilo Salgado-Fernandez, P.E.
Transportation Development Section
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

Re: Traffic Circulation Layout Engineer's Certification
Cheddar's Casual Cafe, (F-17)

Dear Nilo:

We are requesting an additional 30 day extension of your previously approved 30 day Temporary Certificate of Occupancy for Cheddar's Casual Café (F-17/D006) that had a start date of September 17, 2013. This additional 30 days is necessary because we are currently waiting on the NMDOT to review language that addresses the portions of sidewalk that meanders onto the site from the NMDOT R/W. Once this has been reviewed and accepted by the NMDOT, we request a Permanent Certificate of Occupancy. If you have questions or require additional information, please contact me at 823-1000.

Sincerely,

Brian C. Patterson, P.E.
Project Engineer
Community Development & Planning

BRIAN C. PATTERSON
NEW MEXICO
20010
PROFESSIONAL ENGINEER

BCP/
Enclosure

cc:

RECEIVED
OCT 24 2013
LAND DEVELOPMENT SECTION

**Engineering ▲**
**Spatial Data ▲**
**Advanced Technologies ▲**

P:\20130178\Correspondence\Submittals\Traffic Cert\Temp Cert\TCL_Nilo_10-23-13.docx

# CITY OF ALBUQUERQUE

September 17, 2013

Brian Patterson, P.E.
Bohannon Huston Inc.
7500 Jefferson NE, Courtyard I
Albuquerque, NM 87109

**Re: Cheddar's Casual Cafe, (F-17/D006)**

**4865 Pan American West FWY NE**

**Temporary Certificate of Occupancy – Transportation Development**

**Engineer's Stamp dated 09-05-13**

**Certification dated 09-05-13**

Dear Mr. Patterson,

Based upon the information provided in your submittal received 09-05-13, Transportation Development has no objection to the issuance of a 30-day Temporary Certificate of Occupancy. This letter serves as a "green tag" from Transportation Development for a 30-day Temporary Certificate of Occupancy to be issued by the Building and Safety Division.

Prior to the issuance of a Permanent Certificate of Occupancy, the following items must be addressed/completed:

- Wheelchair ramp at corner sidewalk of I-40 frontage and private drive is constructed.
- Public sidewalk easement is attained for sidewalk encroachment into private property to accommodate 2 separate street trees.
- All proposed improvements to the NMDOT southbound frontage road must be completed and accepted by the NMDOT (Condition of approval for C.O. by DRB).

If you have any questions, you can contact me at 924-3924.

Sincerely,

Nilo Salgado-Fernandez, P.E.
Senior Traffic Engineer, Planning Dept.
Development Review Services

C: Engineer, CO Clerk
File

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

# Bohannan ▲ Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

September 17, 2013

Nilo Salgado-Fernandez, P.E.
Transportation Development Section
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

Re: Traffic Circulation Layout Engineer's Certification
Cheddar's Casual Cafe, (F-17) / D006

Dear Nilo:

Per your approved 30 day Temporary Certificate of Occupancy for Cheddar's Casual Café (F-17/D006) dated September 6, 2013, I am formally asking that you modify the start date of the 30 day Temporary Certificate of Occupancy to today's date of September 17, 2013. If you have questions or require additional information, please contact me at 823-1000.

Sincerely,

Brian C. Patterson, P.E.
Project Engineer
Community Development & Planning

BCP/
Enclosure

cc:

Engineering ▲
Spatial Data ▲
Advanced Technologies ▲

P:\20130178\Correspondence\Submittals\Traffic Cert\Temp Cert\TCL_Nilo_9-17-13.docx

# CITY OF ALBUQUERQUE

September 6, 2013

Brian Patterson, P.E.
Bohannon Huston Inc.
7500 Jefferson NE, Courtyard I
Albuquerque, NM 87109

**Re: Cheddar's Casual Cafe, (F-17/D006)**
**4865 Pan American West FWY NE**
**Temporary Certificate of Occupancy – Transportation Development**
**Engineer's Stamp dated 09-05-13**
**Certification dated 09-05-13**

Dear Mr. Patterson,

Based upon the information provided in your submittal received 09-05-13, Transportation Development has no objection to the issuance of a 30-day Temporary Certificate of Occupancy. This letter serves as a "green tag" from Transportation Development for a 30-day Temporary Certificate of Occupancy to be issued by the Building and Safety Division.

Prior to the issuance of a Permanent Certificate of Occupancy, the following items must be addressed/completed:

- Wheelchair ramp at corner sidewalk of I-40 frontage and private drive is constructed.
- Public sidewalk easement is attained for sidewalk encroachment into private property to accommodate 2 separate street trees.
- All proposed improvements to the NMDOT southbound frontage road must be completed and accepted by the NMDOT (Condition of approval for C.O. by DRB).

If you have any questions, you can contact me at 924-3924.

Sincerely,

Nilo Salgado-Fernandez, P.E.
Senior Traffic Engineer, Planning Dept.
Development Review Services

C: Engineer, CO Clerk
File

PO Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

# Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

September 5, 2013

Nilo Salgado-Fernandez, P.E.
Transportation Development Section
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

Re: Traffic Circulation Layout Engineer's Certification
Cheddar's Casual Cafe, (F-17)

Dear Nilo:

Enclosed for your review is the approved Site Plan dated 4/24/2013. I visited the site on 9/4/13 and it is my belief that the traffic and pedestrian improvements have been constructed in substantial compliance with the approved site plan with the following exceptions:

- The proposed wheelchair ramp across the private road north of the site has yet to be completed. This will need to be constructed before permanent certificate of occupancy is granted.
- The sidewalk adjacent to the site along NMDOT R/W meanders into the site. A public pedestrian access easement will need to be obtained from the property owner.

Your review and approval is requested for a 30 Day Temporary Certificate of Occupancy for the project. I appreciate your time and consideration. If you have questions or require additional information, please contact me at 823-1000.

Sincerely,

BRIAN C. PATTERSON
NEW MEXICO
20010
PROFESSIONAL ENGINEER

Brian C. Patterson, P.E.
Project Engineer
Community Development & Planning

BCP/
Enclosure

cc:

Engineering ▲
Spatial Data ▲
Advanced Technologies ▲

P:\20130178\Correspondence\Submittals\Traffic Cert\Temp Cert\Trans Cert Letter.docx

F-17/D006

**DRAINAGE AND TRANSPORTATION INFORMATION SHEET**
**(Rev. 12/2005)**

PROJECT TITLE: CHEDDAR'S CASUAL CAFÉ GRADING AND DRAINAGE PLAN
ZONE MAP/DRG. FILE #F-17-Z/D006
DRB#: _EPC#: 12EPC-40068 / WORK ORDER#: 1008519

LEGAL DESCRIPTION: TRACT A-1-C-1-A CRYER PROPERTY
CITY ADDRESS:

ENGINEERING FIRM: BOHANNAN HUSTON INC.
ADDRESS: 7500 JEFFERSON NE CY1
CITY, STATE: ALBUQUERQUE, NM

CONTACT: BRIAN PATTERSON
PHONE: 823-1000 (923-3334)
ZIP CODE: 87109

OWNER: CHEDDAR'S CASUAL CAFÉ C/O FOREMARK
ADDRESS: 8235 Douglas Ave, Suite 945
CITY, STATE: DALLAS, TX

CONTACT: ADAM SMITH
PHONE: 214-561-6509
ZIP CODE: 75225

OWNER:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

SURVEYOR:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

CONTRACTOR:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
_____ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
__X__ ENGINEER CERT (TCL)
_____ ENGINEER CERT (DRB SITE PLAN)
_____ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. FOR BLDG. PERMIT APPROVAL
_____ SECTOR PLAN APPROVAL
_____ FINAL PLAT APPROVAL
_____ FOUNDATION PERMIT APPROVAL
_____ BUILDING PERMIT APPROVAL
_____ CERTIFICATE OF OCCUPANCY (PERM)
__X__ CERTIFICATE OF OCCUPANCY (TEMP)
_____ GRADING PERMIT APPROVAL
_____ PAVING PERMIT APPROVAL
_____ WORK ORDER APPROVAL
_____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

RECEIVED
SEP - 5 2013
LAND DEVELOPMENT SECTION

SUBMITTED BY: DATE: 9/5/13

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development define the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivision containing more than ten (10) lots or constituting five (5) acres or more.

PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES
TRANSPORTATION SECTION

# DEVELOPMENT REVIEW BOARD – SPEED MEMO

DRB CASE NO: 1008519 AGENDA ITEM NO: 9

SUBJECT:

SITE PLAN FOR BUILDING PERMIT

ENGINEERING COMMENTS:

Certificate of Occupancy Condition: All proposed improvements to the NMDOT southbound frontage road must be completed and accepted by the NMDOT.

*Disclaimer: The comments provided are based upon the information received from the applicant. If new or revised information is submitted, additional comments may be provided by Transportation Development.*

RESOLUTION:

APPROVED X; DENIED ___; DEFERRED ___; COMMENTS PROVIDED ___; WITHDRAWN ___

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PRKS) (PLNG)

DELEGATED: (SEC-PLN) (SP-SUB) (SP-BP) (FP) TO: (UD) (CE) (TRANS) (PRKS) (PLNG)

SIGNED: Kristal D. Metro
Transportation Development 505-924-3991

DATE: APRIL 3, 2013

# Bohannan Huston

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

September 5, 2013

Nilo Salgado-Fernandez, P.E.
Transportation Development Section
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

Re: Traffic Circulation Layout Engineer's Certification
Cheddar's Casual Cafe, (F-17)

Dear Nilo:

Enclosed for your review is the approved Site Plan dated 4/24/2013. I visited the site on 9/4/13 and it is my belief that the traffic and pedestrian improvements have been constructed in substantial compliance with the approved site plan with the following exceptions:

- The proposed wheelchair ramp across the private road north of the site has yet to be completed. This will need to be constructed before permanent certificate of occupancy is granted.
- The sidewalk adjacent to the site along NMDOT R/W meanders into the site. A public pedestrian access easement will need to be obtained from the property owner.

Your review and approval is requested for a 30 Day Temporary Certificate of Occupancy for the project. I appreciate your time and consideration. If you have questions or require additional information, please contact me at 823-1000.

Sincerely,

Brian C. Patterson, P.E.
Project Engineer
Community Development & Planning

BCP/
Enclosure

cc:

RECEIVED
SEP - 5 2013
LAND DEVELOPMENT SECTION

**Engineering ▲**

**Spatial Data ▲**

**Advanced Technologies ▲**

P:\20130178\Correspondence\Submittals\Traffic Cert\Temp Cert\Trans Cert Letter.docx

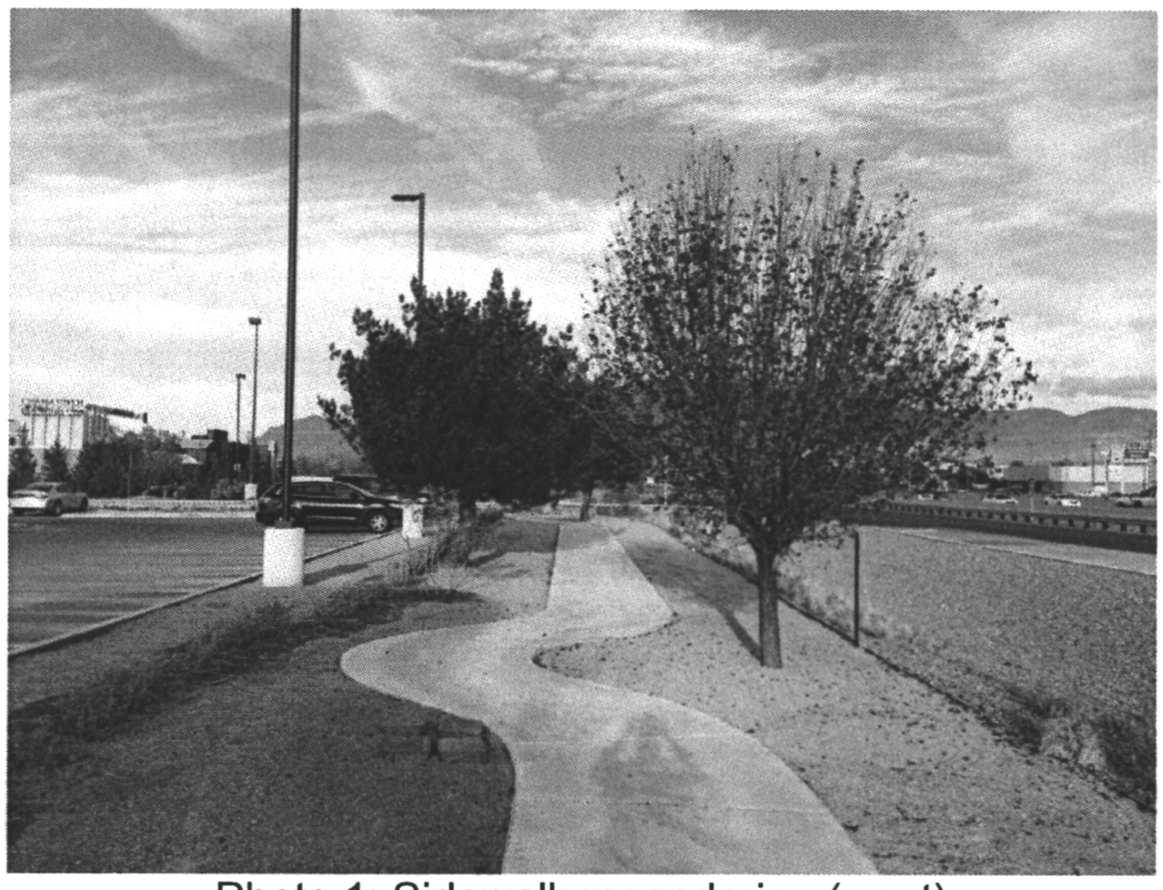


Photo 1: Sidewalk meandering (west)

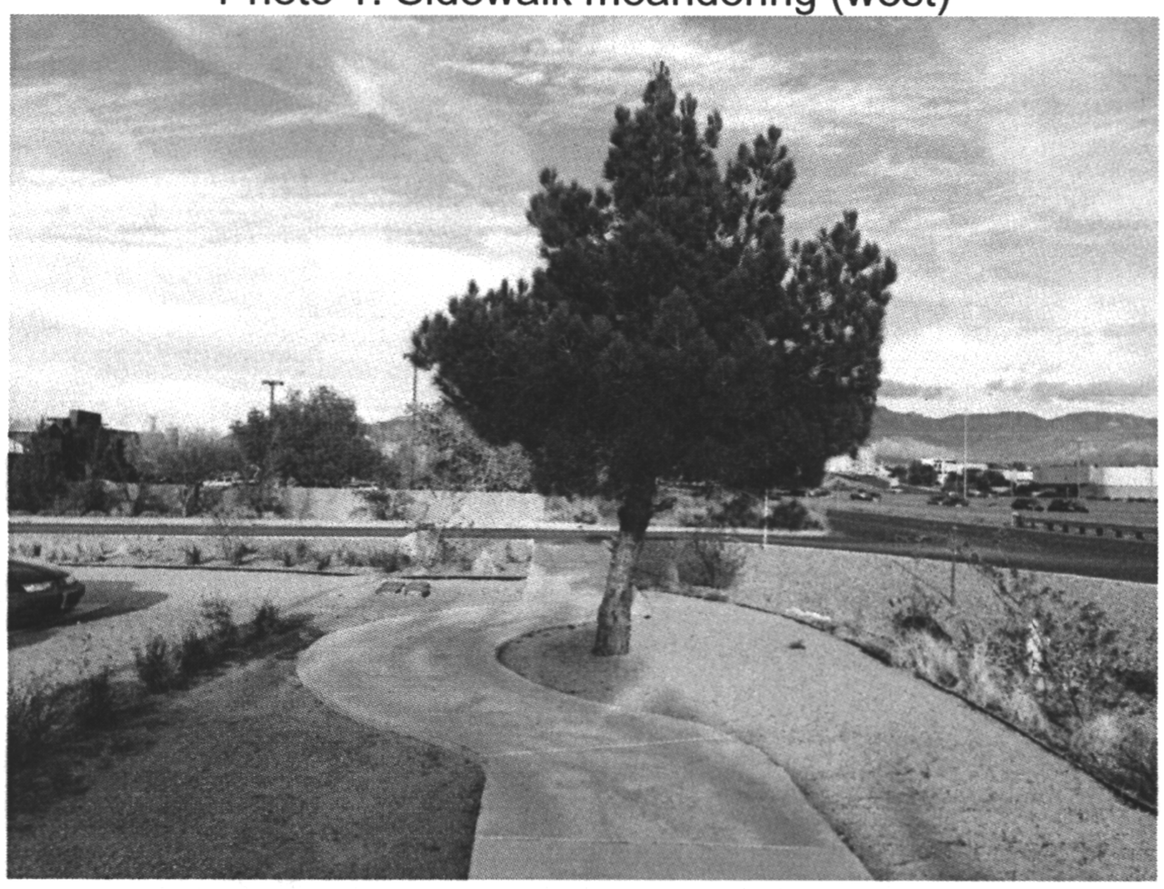


Photo 2: Sidewalk meandering (east)

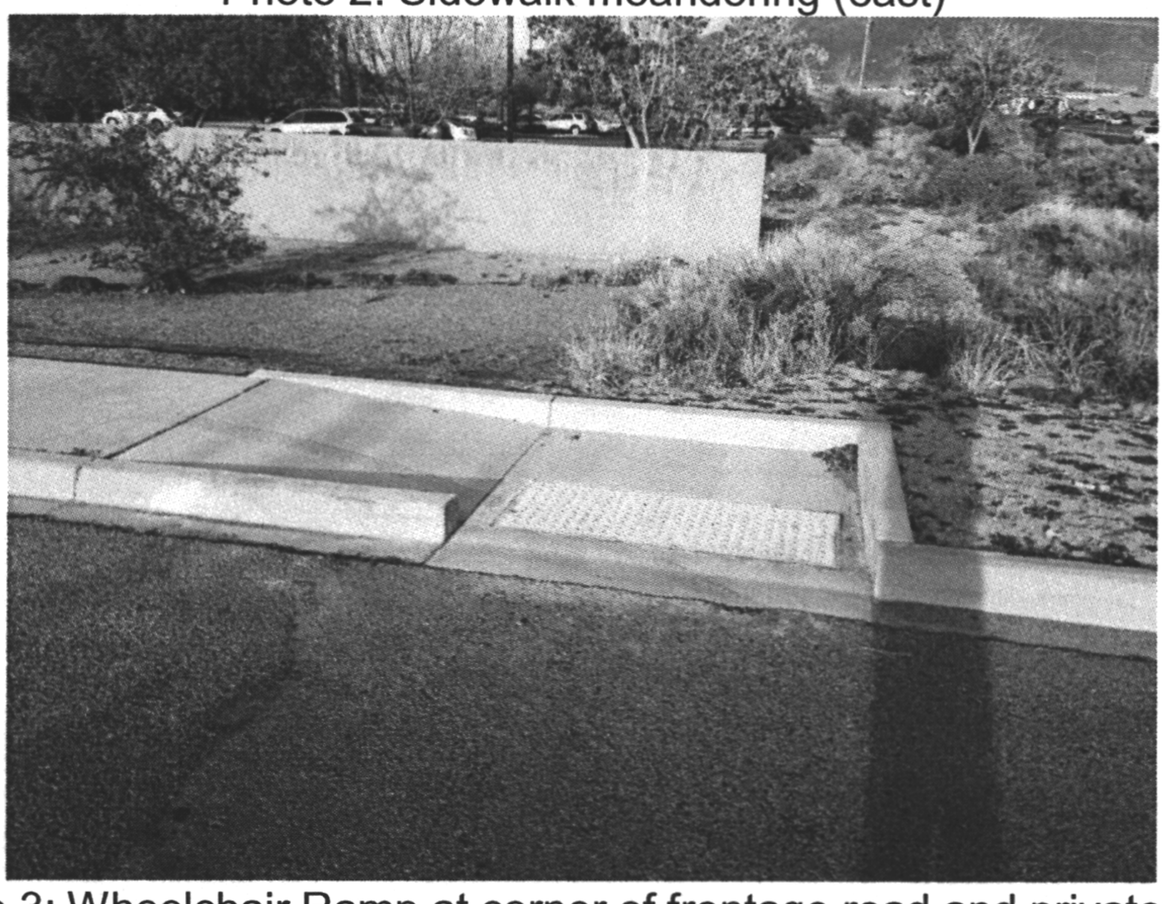


Photo 3: Wheelchair Ramp at corner of frontage road and private drive

**Brian Patterson**

**From:** Jaramillo, Antonio, NMDOT <Antonio.Jaramillo@state.nm.us>
**Sent:** Thursday, September 19, 2013 4:00 PM
**To:** David Hibler
**Cc:** Bahl, Christina K., NMDOT; Kubiak, Peter, NMDOT; Trujillo, Timothy R, NMDOT; Brian Patterson; dlandis@dlandis.com; 'Randy Hayden' (randy@southforkconstruction.com)
**Subject:** RE: Cheddars Site Visit Pictures

David,

I was on site on Tuesday and everything seemed to have been addressed but one of the rundowns did not have the larger rocks fully to the back of curb. Please let me know when that is complete and we will then issue you the permit. Let me know if you have any questions. Thanks!

**Antonio E. Jaramillo, PE**
District 3 Traffic Engineer
NMDOT
Office (505) 798.6632
Cell (505) 235.3245

---

**From:** David Hibler [mailto:dhibler@bhinc.com]
**Sent:** Tuesday, September 17, 2013 4:00 PM
**To:** Jaramillo, Antonio, NMDOT
**Cc:** Bahl, Christina K., NMDOT; Kubiak, Peter, NMDOT; Trujillo, Timothy R, NMDOT; Brian Patterson; dlandis@dlandis.com; 'Randy Hayden' (randy@southforkconstruction.com)
**Subject:** RE: Cheddars Site Visit Pictures

Antonio,

The exceptions noted at the final walk through for Cheddars Casual Café have been corrected. Please let us know at your earliest convenience if you accept the improvements.

Thank you,

David B. Hibler
Project Manager

Construction Engineering
**Direct Line:** 505.798.7893
E-Mail: dhibler@bhinc.com

**Bohannan Huston**
Courtyard I
7500 Jefferson St. NE
Albuquerque, NM 87109-4335
**www.bhinc.com**
**voice:** 505.823.1000 **facsimile:** 505.798.7988 **toll free:** 800.877.5332

---

**From:** Jaramillo, Antonio, NMDOT [mailto:Antonio.Jaramillo@state.nm.us]
**Sent:** Wednesday, September 04, 2013 1:11 PM
**To:** David Hibler; Brian Patterson
**Cc:** Bahl, Christina K., NMDOT; Kubiak, Peter, NMDOT; Trujillo, Timothy R, NMDOT
**Subject:** FW: Cheddars Site Visit Pictures

David,

Attached is a summary of our finding of the final walk through. Once the items have been addressed, please let us know so we can go back out and check it one last time. In addition, the drainage engineer, Tim Trujillo will be on site to see if there are any other drainage concerns that he has. He will communicate that back to you if he see's anything. Thanks!

**Antonio E. Jaramillo, PE**
District 3 Traffic Engineer
NMDOT
Office (505) 798.6632
Cell (505) 235.3245

---

**From:** Kubiak, Peter, NMDOT
**Sent:** Wednesday, September 04, 2013 10:07 AM
**To:** Jaramillo, Antonio, NMDOT
**Subject:** Cheddars Site Visit Pictures

Antonio,

Here are the pictures from today's site visit to Cheddars Café.

Thank You,

Peter Kubiak
Permit Agent
District III
PH (505) 798-6608

New Mexico DEPARTMENT OF
# TRANSPORTATION

033099

Mr. Stephen Fidel
Motoplex Real Estate Ltd Co
P.O Box 26778
Albuquerque, NM 87125

September 27, 2013

**Reference: Commercial Access permit # 3-3099**
**Location: # I-25 Frontage MM 229.2 / 2.4 Bernalillo County, NM**

Dear Mr. Fidel,

The New Mexico Department of Transportation District Three Traffic Section has reviewed the documentation submitted by you for access to the State Highway System. The land use identified for this Access is **Commercial.** Enclosed you will find your fully executed access permit specific to **Stephen Fidel** (Cheddars Café) as the owner of the property at the above described location.

The proposed access is permitted under the following conditions:

1. **The owner is permitted for the existing driveway with no changes.**
2. **Should the land use change or ownership of the property change the access permit is no longer valid.**

By granting a driveway permit, the NMDOT does not relieve the property owner from the responsibility to ensure that historical drainage flows along the roadway are maintained. Should the driveway impact historical flows along the roadway, it is the responsibility of the property owner to take corrective action to resolve any drainage issues that result.

If you have any questions please call me at (505)798-6655 or you can reach me by email: peter.kubiakl@state.nm.us

Sincerely,

Peter Kubiak
District Three Permit Agent
xc: Antonio Jaramillo, P.E. –District Three Traffic Engineer

**Susana Martinez**
Governor

**Tom Church**
Interim Cabinet Secretary

Commissioners

**Pete K. Rahn**
Chairman
District 3

**Ronald Schmeits**
Vice Chairman
District 4

**Dr. Kenneth White**
Secretary
District 1

**Robert R. Wallach**
Commissioner
District 2

**Butch Mathews**
Commissioner
District 5

**Jackson Gibson**
Commissioner
District 6

Form No. A-64
New 11/12

033099

~~003099~~ MK

# APPLICATION FOR PERMIT TO CONSTRUCT AN ACCESS OR MEDIAN OPENING ON PUBLIC RIGHT-OF-WAY

*Department Use Only*

District No. THREE Permit No. 3099 State Highway No. 25
Project No. N/A Station No.(s) UNK Mile Post(s) 229.2 / 2.4
Posted Speed 45 Highway ADT See TIA Sight Distance Per plan
Type of Vehicle See TIA Estimated Driveway ADT SEE TIA

TO: NEW MEXICO DEPARTMENT OF TRANSPORTATION
ATTN: DISTRICT ENGINEER

☐ Deming ☐ Roswell ☑ Albuquerque ☐ Las Vegas ☐ Santa Fe ☐ Milan

Application is hereby made by Motorplex Real Estate Ltd. Co. (*Owner of Property*), PO Box 26778 (*Mailing Address*) Albuquerque, NM 87125, to develop or redevelop a Commercial (*Type of Development*) with the estimated driveway ADT as listed above, for permission to construct X access(es), or ( ) median opening(s) or to ( ) modify or transfer an existing lawful access permit, and/or ( ) to upgrade an existing illegal access to a lawful access at the following described location:
Interstate 25 southbound frontage road in Albuquerque, NM near mile marker 229

in Bernalillo County, on State Highway I-25 in accordance with the attached plan or sketch. Work will commence on or about 6/3/2013 (*month, day, year*) and will require approximately 45 days.

The proposed driveway or median opening must be located, designed and constructed in accordance with **18.31.3 NMAC,** *State Highway Access Management Requirements.* A Gate ( ), Cattle Guard ( ), Additional Fence ( ), Drainage Structure ( ), will be required which owner agrees to furnish and hereafter maintain in good repair and closed to livestock. The applicant shall submit a construction traffic control plan for approval. The owner will protect, indemnify, and hold the New Mexico Department of Transportation harmless from any injury or damage caused the owner, or third parties, by owner's failure to comply with the above. If this permit is granted, owner further agrees to comply with all condition, restrictions, and regulations of the New Mexico Department of Transportation. If not constructed, this permit will expire six (6) months from the date of issue unless otherwise noted and approved. The permittee shall notify the District Engineer of the pending construction at least three (3) working days prior to any construction, and upon completion, which shall be within 45 days of initiation of construction. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for the repair and maintenance of the access beyond the dge of the roadway including any cattle guard and gate, and the removal of snow or ice upon the access even though deposited on the access in the course of the Department snow removal operations. Any work in state highway right-of-way must be approved in writing by the Department prior to initiating the work.

Place (Of Notary) Rohanna Huston

Sworn to and subscribed before me this 14

Day of May, 20 13

My commission expires October 26, 2016
(*Notary Public*)

(*Owner's Signature*)

By STEPHEN L. FIDEL

Title MANAGING MEMBER

Owner's Phone No. 505 243-5179

OFFICIAL SEAL
KRISTI PADILLA
Notary Public
State of New Mexico
My Comm. Expires 10/26/16

Form No. A-64
New 11/12

033099 ~~003099~~ PDK

**Department Use Only**

Permission granted this 25th day of September, 20 13, subject to the above stated conditions and the following additional requirements (attach separate sheet as required:)
owner is authorized to build 24ft driveway and associated improvements per approved plans.

Deviation from the stated conditions or the approved sketch may be grounds for revocation.

***Distribution:***

Original: G.O. Files
Copies: District Engineer
Applicant
Traffic Services Engineer

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By _____
(District Engineer or Designee)

Title District Traffic Engineer

| ACCESS INFORMATION | | |
|---|---|---|
| NAME: Motorplex Real Estate Ltd. Co. | | |
| ADDRESS: PO Box 26778 | | |
| CITY: Albuquerque | STATE: NM | ZIP: 87125 |
| COUNTY: Bernalillo | PHONE: 505-823-1000 | |

| | |
|---|---|
| 1. ROUTE No. (S.R./US): Interstate 25 | State Road |
| 2. LOCATION (NEAREST MILEPOST) MM229 +/- | Mile Post |
| 3. ACCESS WIDTH: 24 ft | |
| 4. LENGTH OF PROPERTY FRONTAGE: ~260 ft | |
| 5. ACCESS TYPE (commercial/residential/other): Commercial | |
| 6. ACCESS RADIUS: 30 ft | |
| 7. GATE/CATTLE GUARD/OTHER: N/A | |
| 8. TYPE OF SURFACE MATERIAL: Asphalt Pavement | |

| *****FOR OFFICIAL USE ONLY***** | |
|---|---|
| 1. POSTED SPEED: | |
| 2. SIGHT DISTANCE: | |
| 3. DRAINAGE: | |
| 4. CULVERT SIZE: | |
| 5. CONC. END BLANKETS: | |
| 6. R.O.W. TO R.O.W. WIDTH: | |
| 7. DRIVING LANE WIDTH: | SHOULDER WIDTH: |
| 8. HIGHWAY A.D.T.: | ESTIMATED ACCESS A.D.T.: |

| SPECIAL NOTES AND/OR CONDITIONS |
|---|
| |

**DRAINAGE AND TRANSPORTATION INFORMATION SHEET**
**(Rev. 12/2005)**

PROJECT TITLE: CHEDDAR'S CASUAL CAFÉ GRADING AND DRAINAGE PLAN
ZONE MAP/DRG. FILE #F-17-~~X~~ D006
DRB#: _EPC#: 12EPC-40068 WORK ORDER#: 1008519

LEGAL DESCRIPTION: TRACT A-1-C-1-A CRYER PROPERTY
CITY ADDRESS: _____

ENGINEERING FIRM: BOHANNAN HUSTON INC. CONTACT: BRIAN PATTERSON
ADDRESS: 7500 JEFFERSON NE CY1 PHONE: 823-1000
CITY, STATE: ALBUQUERQUE, NM ZIP CODE: 87109

OWNER: CHEDDAR'S CASUAL CAFÉ C/O FOREMARK CONTACT: ADAM SMITH
ADDRESS: 8235 Douglas Ave, Suite 945 PHONE: 214-561-6509
CITY, STATE: DALLAS, TX ZIP CODE: 75225

OWNER: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

SURVEYOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

CONTRACTOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
_____ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
__X__ ENGINEER CERT (TCL)
_____ ENGINEER CERT (DRB SITE PLAN)
_____ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. FOR BLDG. PERMIT APPROVAL
_____ SECTOR PLAN APPROVAL
_____ FINAL PLAT APPROVAL
_____ FOUNDATION PERMIT APPROVAL
_____ BUILDING PERMIT APPROVAL
__X__ CERTIFICATE OF OCCUPANCY (PERM)
_____ CERTIFICATE OF OCCUPANCY (TEMP)
_____ GRADING PERMIT APPROVAL
_____ PAVING PERMIT APPROVAL
_____ WORK ORDER APPROVAL
_____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

SUBMITTED BY: _____ DATE: 11-14-13

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development define the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan**: Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans**: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report**: Required for subdivision containing more than ten (10) lots or constituting five (5) acres or more.

# CITY OF ALBUQUERQUE

March 27, 2013

Brian C. Patterson, P.E.
Bohannan Huston, Inc.
7500 Jefferson NE CY1
Albuquerque, NM 87109

**Re: Cheddar's Casual Cafe**
**Engineer's Stamp date 3-6-13 (F17/D006)**

Dear Mr. Patterson,

Based upon the information provided in your submittal received 3-13-13, the above referenced plan meets the requirements for approval for Grading Permit on Tract A1C1A. Please be advised, however, that before a Grading Permit can be issued, an Erosion and Sediment Control Plan prepared by a registered engineer under the laws of the State of New Mexico must be prepared, submitted and approved and an Erosion and Sediment Control Permit obtained.

If you have any questions, you can contact me at 924-3986.

Sincerely,

Curtis Cherne, P.E.
Principal Engineer, Planning Dept.
Development and Building Services

Copy: e-mail

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

# CITY OF ALBUQUERQUE

March 22, 2013

Brian C. Patterson, P.E.
Bohannan Huston, Inc.
7500 Jefferson NE CY1
Albuquerque, NM 87109

**Re: Cheddar's Casual Cafe**
**Engineer's Stamp date 3-6-13 (F17/D006)**

Dear Mr. Patterson,

Based upon the information provided in your submittal received 3-13-13, the above referenced plan is approved for Site Plan for Building Permit action by the DRB. Please insert this plan into the DRB submittal.

However, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

1. This plan proposes grading on Tract A1A. The easement agreement that approves the shared access is required to be signed.
2. There does not appear to be enough cover over the culvert under the access drive off of the NMDOT frontage Road. Provide upstream and downstream inverts.
3. It does not appear the water quality/desiltation pond will function as proposed unless the wire mesh is to be built on the edges of the inlet for the following reasons:
   a. The wire mesh fence will restrict flows and create a pond upstream of the inlet/water quality pond location. If the wire mesh is to be built around the inlet, it should be shown this way on Sheet 2 of 6 as well as on the detail on Sheet 1 of 6.
   b. Provide justification/specification sheet that the wire mesh will be able to pass 11 cfs.
4. It appears the outlet pipe is oversized as the capacity is shown to be 54 cfs, and the flows appear to be restricted to 11 cfs by the provided Weir equation. It is acceptable to oversize this pipe.
5. It is not clear where the 0.45 of head comes from? Provide calculations.
6. Provide a WSE on the grading plan for the water quality pond.
7. Add a note or show grades for the landscape areas/parking islands so they will water harvest in locations further than 10 feet from the building.
8. Please change "northwest" and "NW" in the interim conditions paragraph as the site drains out the <u>southwest</u> corner of the site.
9. AMAFCA approval is required.

PO Box 1293
Albuquerque
NM 87103
www.cabq.gov

# CITY OF ALBUQUERQUE

10. Hydrology is not approving nor disapproving grading in the NMDOT ROW. However, this grading must be completed for release of Certificate of Occupancy.
11. An Erosion and Sediment Control Permit is required.

If you have any questions, you can contact me at 924-3986.

Sincerely,

Curtis Cherne, P.E.
Principal Engineer, Planning Dept.
Development and Building Services

Copy: e-mail

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

# CITY OF ALBUQUERQUE

February 27, 2013

Yolanda Padilla Moyer, P.E.
Bohannan Huston, Inc.
7500 Jefferson NE CY1
Albuquerque, NM 87109

**Re: Cheddar's**

**Engineer's Stamp date 1-31-13 (F17/D006)**

Dear Ms. Padilla Moyer,

Based upon the information provided in your submittal received 2-4-13, the above referenced plan cannot be approved for Site Plan for Building Permit action by the DRB until the following comments are addressed:

1. This site should drain to the southwest corner of the paved area, through a rip-rap/hard-lined swale to the inlet located at the southwest corner of the site.
2. Why are you proposing a berm along the frontage road? Depressed landscape areas can function as water harvesting areas to support plant growth.
3. The berm along the southern edge of the site is to be extended east to the edge of the "gravel parking area" as a minimum. The berm has a large tie slope that will drain and deposit sediment onto the PNM site. This height of the berm should be reduced or covered in gravel mulch to prevent erosion.
4. Label 1' contours (existing and proposed) so it is evident how proposed grades tie to existing grades.
5. Add to Keyed Note 7 "...to be built and maintained until this area of the site develops".
6. The site should have curb along the western edge of pavement and along the southern edge of the entrance road that leads to the frontage road.
7. Label the AMAFCA channel.
8. Hydrology is not approving grading in the NMDOT ROW.

For Building Permit approval:

a. This plan proposes grading on Tract A1A. Written approval from the property owner is required.

b. Provide calculations for the capacity of the inlet/storm drain to the Vineyard channel as well as the WSE for the sedimentation pond.

c. Landscape areas further than 10 feet from the building should be depressed for water harvesting.

d. AMAFCA approval is required.

e. PM guidelines for grading and drainage plans apply.

PO Box 1293
Albuquerque
NM 87103
www.cabq.gov

# CITY OF ALBUQUERQUE

If you have any questions, you can contact me at 924-3986.

Sincerely,

Curtis Cherne, P.E.
Principal Engineer, Planning Dept.
Development and Building Services

Copy: e-mail

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

## Cherne, Curtis

**From:** Mazur, Lynn [lmazur@amafca.org]
**Sent:** Friday, March 22, 2013 10:52 AM
**To:** Cherne, Curtis
**Cc:** Brian Patterson; Kevin Patton
**Subject:** Cheddar's G&D Re-Submittal
Re: Cheddar's Café, Grading Plan with Engineer's Stamp 3-6-13

As discussed on the phone this morning, AMAFCA approves the referenced plan for Site Plan for Building Permit. I understand that we can work out details on the next plan submittal.

**Albuquerque Metropolitan Arroyo**
**Flood Control Authority**
Lynn M. Mazur, P.E., C.F.M.
Development Review Engineer
Office: (505) 884-2215
Mobile: (505) 362-1273
Web: www.amafca.org

**The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. § 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately with attachments, if any, and notify me by telephone at (505) 884-2215.**

3-13-13

Lynn Mazur says plan is OK for SPBD to get from DRB.

We need written approval from ANAFCA to approve BP.

(K) The City Engineer shall, within 30 calendar days after the submission to him of a request in writing for an approval under the Drainage Ordinance, approve or deny the request and provide a copy of his/her decision to the applicant. If the request is denied, the reasons for such denial shall be stated in writing. Appeal of such decisions is as provided in § 14-5-2-15.

(L) Discharge of groundwater cleanup flows to the City's storm drainage and flood control system shall not normally be permitted, however, when such discharge of groundwater cleanup flow is by special agreement permitted, the entity responsible for such groundwater cleanup flow discharge shall also be responsible for all costs of installing, operating and removing the means of such discharges and shall provide public liability protection as required. The discharger of such groundwater cleanup flows shall also be responsible for payment of such permit fees, user fees, and effluent sampling fees according to an agreement with the City. All discharges to public storm drainage and flood control facilities shall comply with adopted local and applicable state and federal water quality requirements.

('74 Code, § 7-9-12) (Ord. 63-1982; Am. Ord. 89-1989)

**§ 14-5-2-13 ADMINISTRATIVE PROCEDURES, CRITERIA AND STANDARDS.**

(A) Rules concerning procedures, criteria and standards shall be adopted, amended or abolished in compliance with the policies of §§ 14-5-2-1 et seq. and as provided by the procedures of this section.

(B) Proposed rule changes relating to procedures, criteria and standards pursuant to §§ 14-5-2-1 et seq. are initiated by the City Engineer or any person may submit such proposed rule changes to the City Engineer. If a person other than an official of the City submits such a proposal, there may be a processing fee set by a rule of the City Engineer.

(C) Prior to the adoption, amendment or repeal of any rule pursuant to §§ 14-5-2-1 et seq. (hereafter, "rule change"), the City Engineer shall:

(1) Publish summary notice of the proposed rule change and solicit comments in a daily newspaper of general circulation in the City and also where appropriate in trade, industrial, or professional publications as will reasonably give public notice to interested persons.

(2) Send the proposed rule change to all applicable City departments, as determined by the City Engineer, and AMAFCA and solicit written comments.

(3) Send the proposed rule change to any person or group filing written request for notice of all such rule changes. A fee may be charged those requesting notices to cover reasonable City costs.

(4) Solicit written comment on proposed rule changes for a period of 30 days from the date of their distribution and consider all comments before ruling on proposed rule changes.

(5) Upon adoption of a contested rule change, issue a concise statement of the principal reasons for the rule change and statement of positions rejected in adopting the rule change together with the reasons for the rejection. All persons who submit any writing to be considered in connection with the proposed rule change shall promptly be given a copy of the decision, by mail or otherwise.

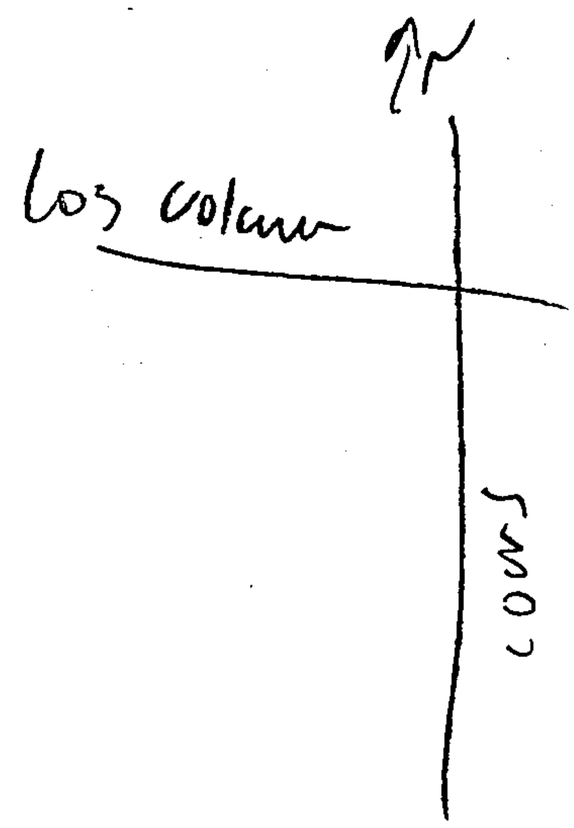
yes
4/20 Cours NW

Cours / Los Volcan

// city drainage facility runs into

the pipe / — pipe

built mid 90's




Frisco Business Park unit 3

BLKD

Lot A1

90' easement created w/ plat

Frisco Business Park Unit 3

Signed planning director 5-10-06

Gil Cordova (CEO) Westland Development Company Inc

## PART 2: DRAINAGE CONTROL

### § 14-5-2-1 SHORT TITLE.

Sections 14-5-2-1 et seq. may be cited as "The Drainage Ordinance" and is referred to elsewhere herein as "§§ 14-5-2-1 et seq."

('74 Code, § 7-9-4) (Ord. 63-1982)

### § 14-5-2-2 AUTHORITY.

Sections 14-5-2-1 et seq. are adopted pursuant to the Home Rule authority set forth in Article 1 of the Charter of the City of Albuquerque, which was adopted at a special election on June 29, 1971, pursuant to Article X, Section 6, of the Constitution of the State of New Mexico and also pursuant to Sections 3-18-7, 3-41-1 through 3-41-5 NMSA 1978 as may be amended from time to time and any other applicable statutory authority.

('74 Code, § 7-9-1) (Ord. 63-1982)

### § 14-5-2-3 STATEMENT OF PURPOSE AND INTENT.

It is the purpose of §§ 14-5-2-1 et seq. to promote the public health, safety, and general welfare; to minimize public and private losses due to flooding; and, to protect the community's stormwater quality in accordance with the Clean Water Act and the City's current National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit by provisions designed:

(A) To establish policies, procedures, criteria, and requirements that complement and supplement the Flood Hazards Ordinance set forth in §§ 14-5-1-1 et seq. of this article for the assistance and guidance of City officials, City staff and all persons and entities within the jurisdiction of the City.

(B) As to flood control, to:

(1) Prevent harm to human life.

(2) Minimize flood damages to public and private property.

(3) Provide for timely and effective construction and maintenance of flood control facilities.

(4) Preserve the capacity of flood control and storm drainage facilities to accept, convey, or store flows by limiting the introduction of groundwater cleanup flows to such flood control and storm drainage facilities.

(C) As to storm drainage, to:

(1) Prevent the creation of public safety hazards and seek to eliminate existing problems.

## Cherne, Curtis

**From:** Mazur, Lynn [lmazur@amafca.org]
**Sent:** Friday, February 08, 2013 10:14 AM
**To:** Yolanda Padilla Moyer; Cherne, Curtis
**Cc:** Woodall, Stephen P.
**Subject:** Cheddar's Cafe
**Attachments:** AMAFCA Comments.PDF; AMAFCA-302 WQ MH Baffle Details.dwg; AMAFCA-301 WQ MH Sections.dwg; AMAFCA-101 General Notes and Monument.dwg

Re: Cheddar's Café, CPN 585782, ZAP F-17

Stephen,
I'm not sure why this is going through DRC and why David Soule is listed as the engineer. Regardless, Yolanda has been coordinating directly with me, so I will not attend the DRC meeting. My understanding is that the storm drain outfall to the Vineyard Channel will not receive public water and will be privately maintained. AMAFCA will issue a private storm drain license to the owner for the outfall.

Yolanda & Curtis,
After looking at the plan, it does not appear that the Type "D" inlet is deep enough to allow future connection options as the property develops. I recommend making the inlet as deep as possible. The pipe outfall invert can go as deep as one foot about the channel invert.

Also, since this is the downstream inlet, it will be the water quality feature for the entire property. The sump should be at least 2 feet below the outfall pipe invert to allow debris and sediment to settle. The aluminum plate detail and perforated sump drain pipe are shown on the attached standard AMAFCA details. The perforated pipe is optional; however, if the inlet is not cleaned, it will hold water for a long time.

Other comments:

1. Label the Vineyard Channel and AMAFCA R/W. - SP
2. Add the AMAFCA standard notes. There are actually nine notes. See attached. - BP
3. Note 4 on Standard Detail 102, Sheet 5, should be crossed out. The Vineyard Channel is not tinted.

**Albuquerque Metropolitan Arroyo**
**Flood Control Authority**
Lynn M. Mazur, P.E., C.F.M.
Development Review Engineer
Office: (505) 884-2215
Mobile: (505) 362-1273
Web: www.amafca.org

## Cherne, Curtis

**From:** Moye, Laurie [Laurie.Moye@pnm.com]
**Sent:** Monday, February 11, 2013 10:57 AM
**To:** Cherne, Curtis
**Subject:** FW: Flooding at North Station

Here it is again.

*Laurie W. Moye*
*PNM*
*Public Participation and Regulatory Relations*
*System Engineering*
*Aztec Building A*
*2401 Aztec NE*
*Albuquerque, New Mexico 87107*
*505-241-2792*
*505-241-2363 fax*

---

**From:** Dourte, Richard H. [mailto:RDourte@cabq.gov]
**Sent:** Monday, October 15, 2012 9:31 AM
**To:** Moye, Laurie
**Cc:** Dohleman, Emilie; Cherne, Curtis ; Cloud, Jack W.
**Subject:** RE: Flooding at North Station

Laurie,

Thanks for letting us know of your issue. When the proposed site does come in, please make the comment to EPC. Hydrology will also require the following:

A berm will be placed on the western edge property line to restrict storm water flows from leaving the site, directing these flows to the existing storm drain inlet as shown on the exhibit below.

This should alleviate your major issue with offsite flows entering into your site.

I do want to let you know that the undeveloped area shown in red below will still drain onto your site, but this should not be a significant issue for you since it should not generated much flow.

The parking lot for Fudruckers is designed to carry their flows to the south and west and should not be entering onto your site, if you find that the flows do enter your site, please let me know.

Hope this helps, if not please let me know and we will see what else can be done.

Richard

---

**From:** Moye, Laurie [mailto:Laurie.Moye@pnm.com]
**Sent:** Friday, October 12, 2012 4:25 PM
**To:** Dourte, Richard H.
**Cc:** Moye, Laurie; Dohleman, Emilie
**Subject:** Flooding at North Station

Richard,

I have inserted an aerial photo of the issue we have with flooding from an adjacent property into one of our critical switching station yards. I am bringing this up since they have an open application at the EPC in November (12 EPC 40068 Proj #1008519) for a redevelopment of the site. We would like to have this flooding issue resolved. I have emailed the applicant requesting a meeting but I would like to know if PNM has any rights to resolve this issue.

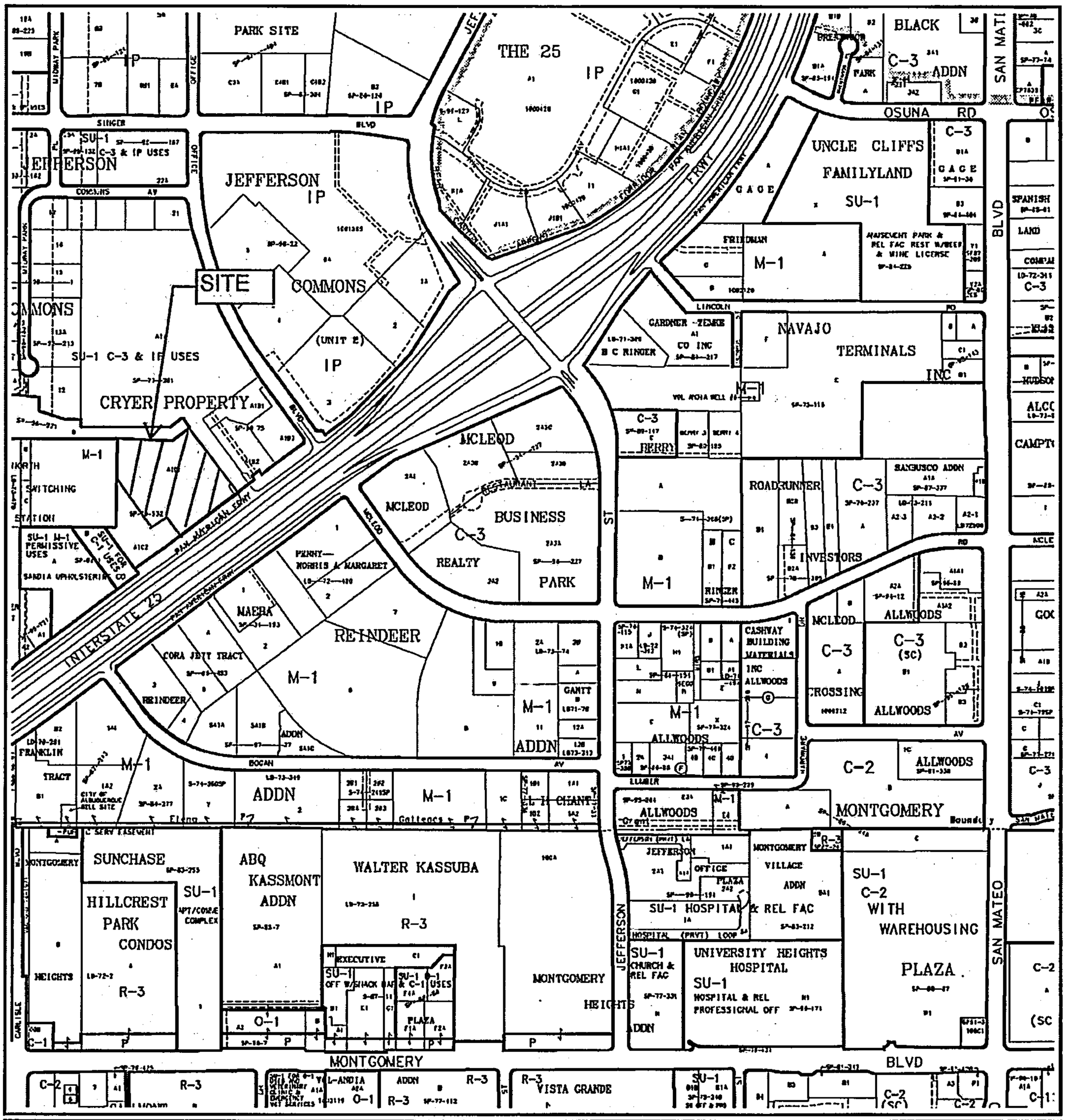
Any help would be greatly appreciated.

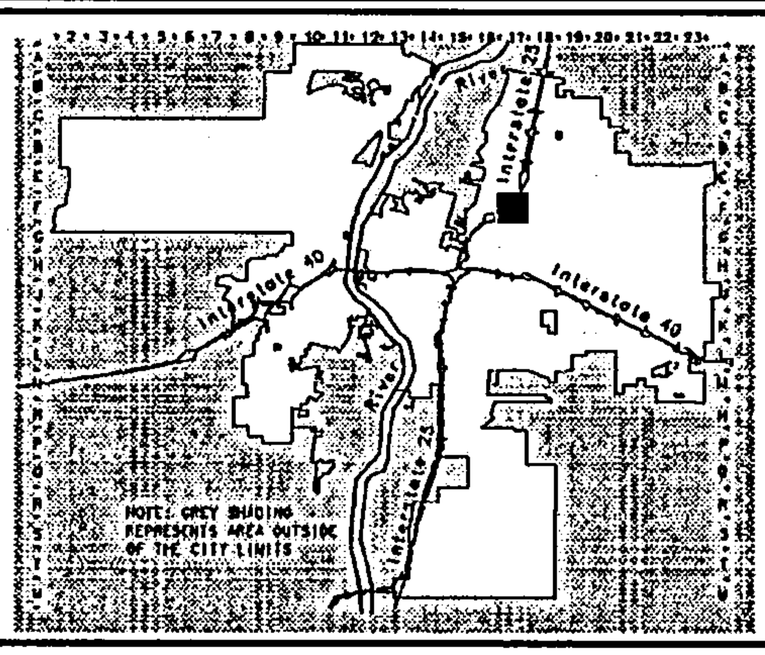
Regards,

Laurie

*Laurie W. Moye*

*PNM*
*Public Participation and Regulatory Relations*
*System Engineering*
*Alvarado Square MS 0600*
*Albuquerque, New Mexico 87158*
*505-241-2792*
*505-241-2363 fax*




CITY OF ALBUQUERQUE · NEW MEXICO · 1706

Albuquerque Geographic Information System
PLANNING DEPARTMENT

©Copyright 2003

GRAPHIC SCALE IN FEET

250 0 750 1000

# Zone Atlas Page

# F-17-Z

Map Amended through September 02, 2003

238-2057 Comment on gr[illegible] plan

talk about Berm

? water harvesting area for other berm

why capture what falls on it

AMPCA on Berm Height

Lgrnd mulch OK

- eNOI must be submitted [illegible] tal of the ESC permit application [illegible] the Operator and the Owner.
- A copy of the eNOI application and the submittal confirmation sheet of the eNOI must be included with the Permit Application.
- ESC Permit Fee must be submitted with the application (NA at this time), (fee collection process will be added at later time)
- ESC Permit Application Number will be assigned according to the ESC Plan number A11/E008A):
  i. Letter OP will be added for the **Operator** (A11/E008A-**OP**) application.
  ii. letter O will be added for the **Owner** (All/D008A-**O**) Application.
  iii. As the Operators change, the new application will include 1, 2, 3, … (All/D008A-OP**1**, OP**2**, OP**3**, ….) for the new Operators.

1. 998-7945 1:40 pm

Yolanda BKI

① Chaddon - go auto

② get a quotation

---

tl

Chaddons

1. Insured approval from the BP

2. Dit approval not req'd for BP

(009430)

9100371

9077943 **DRAINAGE COVENANT** 5282

This Drainage Covenant, between Alcowood, A Joint Venture, comprised of Martin Development Corp., a New Mexico Corporation, and Donald D. and Willa H. Martin, Husband and Wife, ("Owner"), whose address is 2155 Louisiana Blvd., NE, Albuquerque, NM 87110, and the City of Albuquerque, New Mexico, a 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 owner of certain real property described in Exhibit B attached hereto and made a part hereof 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 Agreement to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City pursuant to Drainage File No. F22/D15B:

Desilting and detention pond on Lots 35A, 36A, Block 5 and Lot 22, Block 13, Unit II, La Vista Grande.

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

3. Maintenance of Drainage Facility. The Owner shall maintain the Drainage Facility at Owner's cost in accordance with the approved Drainage Report and plans.

4. City's Right of Entry. 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. Demand for Construction or Repair. The City may send written notice ("Notice) to the Owner requiring the Owner to construct or repair the Drainage Facility within 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.



Land Records Corp. FT ALB10029 BE 1990077943.001

Analyzer Report

==========

Drainage Structure Analyzer

Pipe Hydraulic Analysis

Date: Thursday, February 28, 2013 2:27:41 PM

==========

Input Data
---

| | | |
|---|---|---|
| Shape | Circular | |
| Material | RC C76-A NEW SD | |
| Roughness | 0.013000 | |
| Method | Manning | |
| Flow Rate | 24.2200 | cfs |
| Slope | 5.6200% | |
| Size (W x T): | 24.00 x 3.0000 | |

Output Results
---

| | | |
|---|---|---|
| Flow Rate | 24.2200 | cfs |
| Slope | 5.6200% | |
| d/D | 0.4710 | |
| Capacity | 53.6299 | cfs |
| Velocity | 16.6476 | ft/s |
| Depth | 0.9420 | ft |
| Critical Depth | 1.7400 | ft |
| Size (W x T): | 24.00 x 3.0000 | |

Successful completion

will provide desiltation

Double D inlet, in sump condition with short edges adjoined:

Open Area (for orifice calc in sq. ft.): 7.7977431

Length of Weir (feet): 13.645833

| Head (ft) | Head (in) | Weir Q (cfs) | Orifice Q (cfs) | Control Q (cfs) |
|---|---|---|---|---|
| 0.05 | 0.6 | 0.41 | 8.40 | 0.41 |
| 0.1 | 1.2 | 1.16 | 11.87 | 1.16 |
| 0.15 | 1.8 | 2.12 | 14.54 | 2.12 |
| 0.2 | 2.4 | 3.27 | 16.79 | 3.27 |
| 0.25 | 3 | 4.57 | 18.77 | 4.57 |
| 0.3 | 3.6 | 6.01 | 20.56 | 6.01 |
| 0.35 | 4.2 | 7.57 | 22.21 | 7.57 |
| 0.4 | 4.8 | 9.25 | 23.75 | 9.25 |
| 0.45 | 5.4 | 11.04 | 25.19 | 11.04 |
| 0.5 | 6 | 12.93 | 26.55 | 12.93 |
| 0.55 | 6.6 | 14.92 | 27.84 | 14.92 |
| 0.6 | 7.2 | 17.00 | 29.08 | 17.00 |
| 0.65 | 7.8 | 19.16 | 30.27 | 19.16 |
| 0.7 | 8.4 | 21.42 | 31.41 | 21.42 |
| 0.75 | 9 | 23.75 | 32.52 | 23.75 |
| 0.8 | 9.6 | 26.17 | 33.58 | 26.17 |
| 0.85 | 10.2 | 28.66 | 34.62 | 28.66 |
| 0.9 | 10.8 | 31.22 | 35.62 | 31.22 |
| 0.95 | 11.4 | 33.86 | 36.60 | 33.86 |
| 1 | 12 | 36.57 | 37.55 | 36.57 |
| 1.05 | 12.6 | 39.35 | 38.47 | 38.47 |
| 1.1 | 13.2 | 42.19 | 39.38 | 39.38 |
| 1.15 | 13.8 | 45.10 | 40.26 | 40.26 |
| 1.2 | 14.4 | 48.07 | 41.13 | 41.13 |
| 0.365 | 4.38 | 8.06 | 22.68 | 8.06 |

Q = 24.22 CFS

∴ HEAD = 0.45'

+0.50' FREEBOARD

0.95' ABOVE INLET WILL EQUAL TOP OF BERM

TOP OF INLET = 17.50 + 1.0' = 18.50' TOP OF BERM ELEVATION (MIN)

19.00' TOP OF BERM (USED)