

CITY OF ALBUQUERQUE



April 10, 2018

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

RE: **4936 Pan American
Grading and Drainage Plan
Onsite Engineer's Stamp Date: 4/4/18 (C1.1) & 3/28/18 (C1.2)
Hydrology File: F17D032**

Dear Mr. Wooten:

Based upon the information provided in your submittal received 4/6/18, the Grading and Drainage Plan is re-approved for Building Permit. The drainage covenant has also been recorded with Bernalillo County.

Prior to Certificate of Occupancy:

1. Payment of Fee-in-Lieu will be required for any first flush required ponding areas not constructed and certified.

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

Sincerely,

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



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 09/2015)

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

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

Legal Description: _____

City Address: _____

Engineering Firm: _____ **Contact:** _____

Address: _____

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

Owner: _____ **Contact:** _____

Address: _____

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

Architect: _____ **Contact:** _____

Address: _____

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

Other Contact: _____ **Contact:** _____

Address: _____

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

Check all that Apply:

DEPARTMENT:

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

TYPE OF SUBMITTAL:

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

CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

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

IS THIS A RESUBMITTAL?: ☐ Yes ☐ No

DATE SUBMITTED: _____ **By:** _____

COA STAFF: _____ ELECTRONIC SUBMITTAL RECEIVED: _____

585784

#1

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between 4404 McLeod, LLC, a New Mexico limited liability company ("Owner"), whose address is 6801 Jefferson NE, Suite 300, Albuquerque, New Mexico, 87109 and the City of Albuquerque, a New Mexico municipal corporation ("City") whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. The Owner is the current owner of the following described real property located at 4936 Pan American Freeway NE legally described as follows:

Lot 1-A as the same is designated on the Plat of Lots 1-A and 1-B Norris and Margaret Penny Addition (Being a Replat of Lot 1, Norris and Margaret Penny Addition) as the same is shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico on July 7, 2017 as Doc. No. 2017065629.

AND

Lot 2 as the same is designated on the Plat of Lots 1 & 2 of Norris and Margaret Penny Addition, to the City of Albuquerque, New Mexico, as the same are shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico on December 11, 1972 in Plat Book B7, page 75

in Bernalillo County, New Mexico (the "Property").

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


2. Description and Construction of Drainage Facility. The Owner shall construct the following "Drainage Facilities" within the Property at the at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:

Two Stormwater Quality Ponds consisting of Pond 'A', a below grade Stormtech Pond containing approximately 4,974 cubic feet and Pond 'B' which contains approximately 364 cubic feet.

The Drainage Facilities are more particularly described in Exhibit A, attached hereto and made a part hereof.

3. Maintenance of Drainage Facility. The Owner shall maintain the Drainage Facility at

Doc# 2018020501

03/07/2018 03:14 PM Page: 1 of 6
COV R \$25.00 Linda Stover, Bernalillo County


Owner's sole cost in accordance with the approved Drainage Report and plans.

4. Benefit to Property. The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's property for improvements to the property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's property and constitute covenants running with the Owner's property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with concurrence of the City Engineer.

10. Entire Covenant. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the

execution hereof or contemporaneous herewith.

11. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

CITY OF ALBUQUERQUE:

OWNER:

Accepted:

4404 McLeod, LLC, a New Mexico
limited liability company

By: *SN*

Sarita Nair
Chief Administrative Officer

Dated: 3/5/18

By: *SL*

Steve Maestas
Manager

Dated: 2.13.18

Approved: *[Signature]*

By: *[Signature]*

City Engineer

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 5 day of March 2018, by Sarita Nair, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

(SEAL)

My Commission Expires:

10/06/21

[Signature]
Notary Public



OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

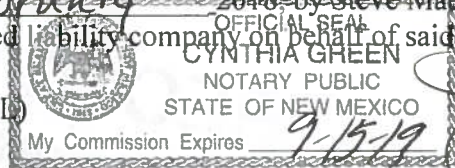
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 13th day of February 2018, by Steve Maestas, Manager of 4404 McLeod, LLC, a New Mexico limited liability company on behalf of said company.

(SEAL)

My Commission Expires:

9-15-19



[Signature]
Notary Public

EXHIBIT A
Drainage Facilities

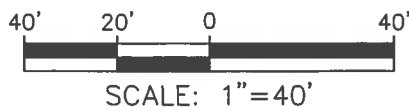
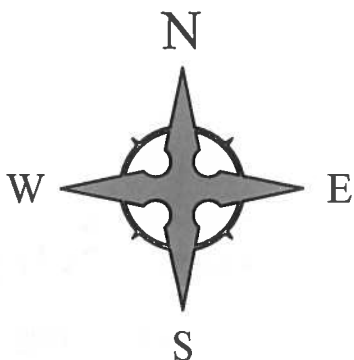
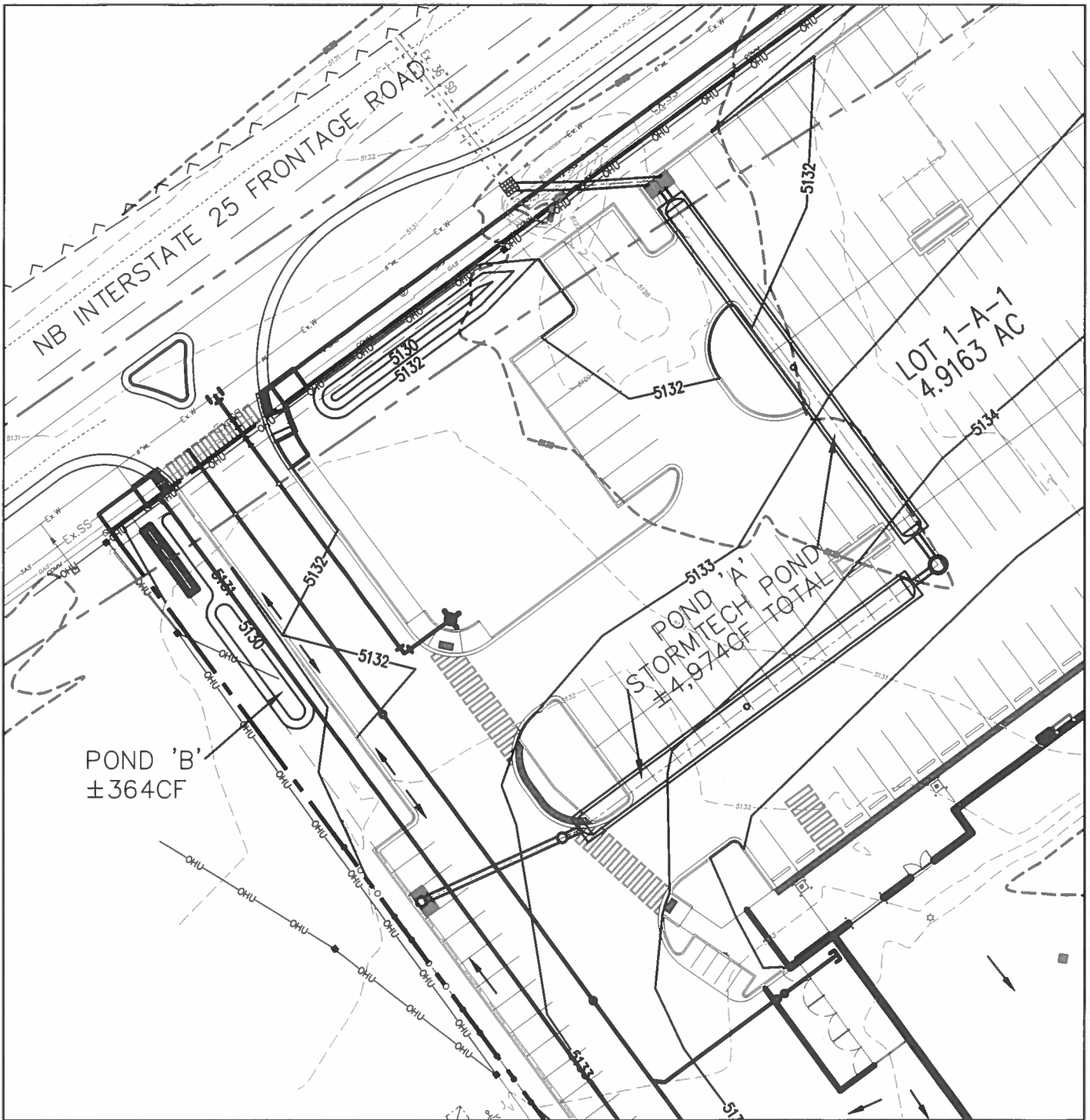
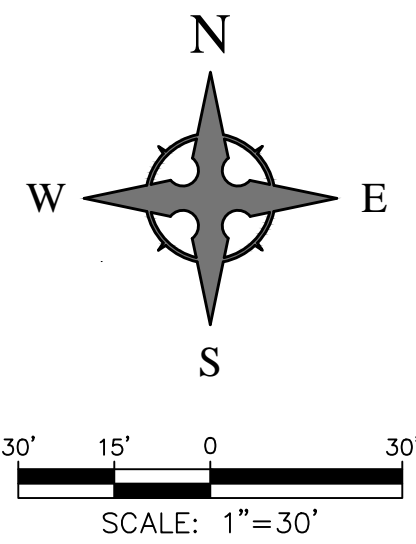


Exhibit 'A'



CAUTION - NOTICE TO CONTRACTOR

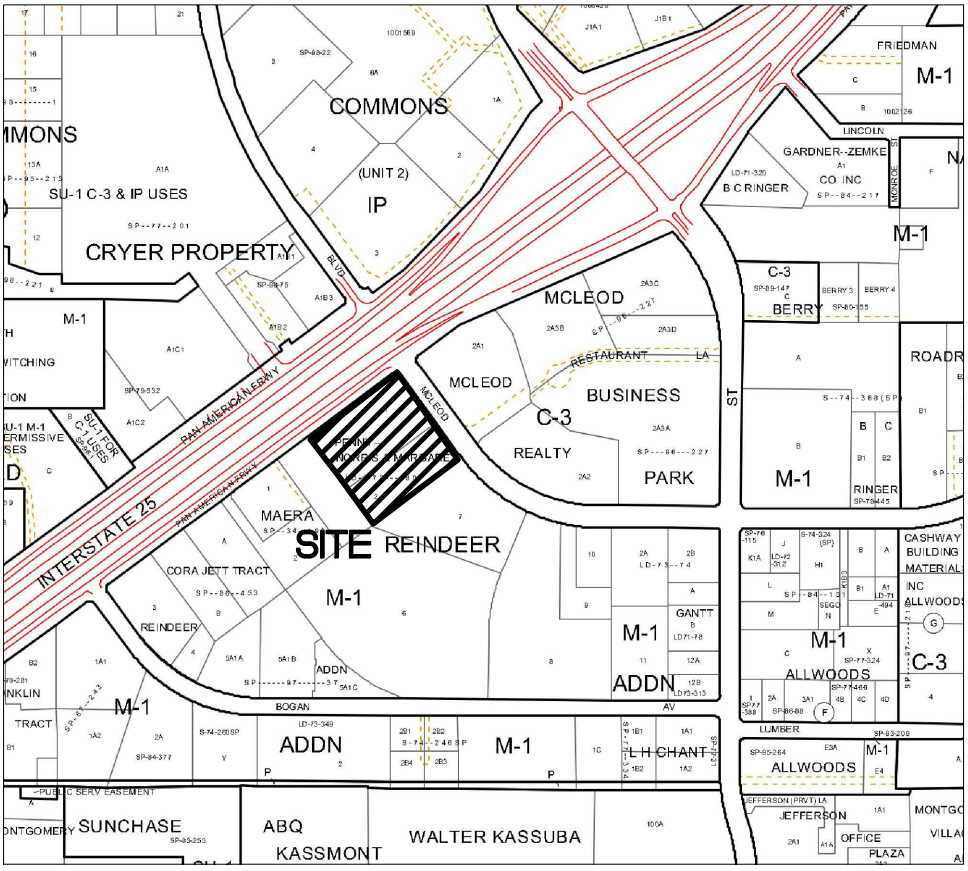
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR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

NOTE:
ALL WORK WITHIN THE I-25 FRONTAGE ROAD RIGHT-OF-WAY IS TO BE PERMITTED SEPARATELY THROUGH THE NMDOT.

LEGEND

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

NOTE:
ALL WORK WITHIN THE McLEOD RIGHT-OF-WAY IS TO BE PERMITTED SEPARATELY THROUGH THE CITY OF ALBUQUERQUE.

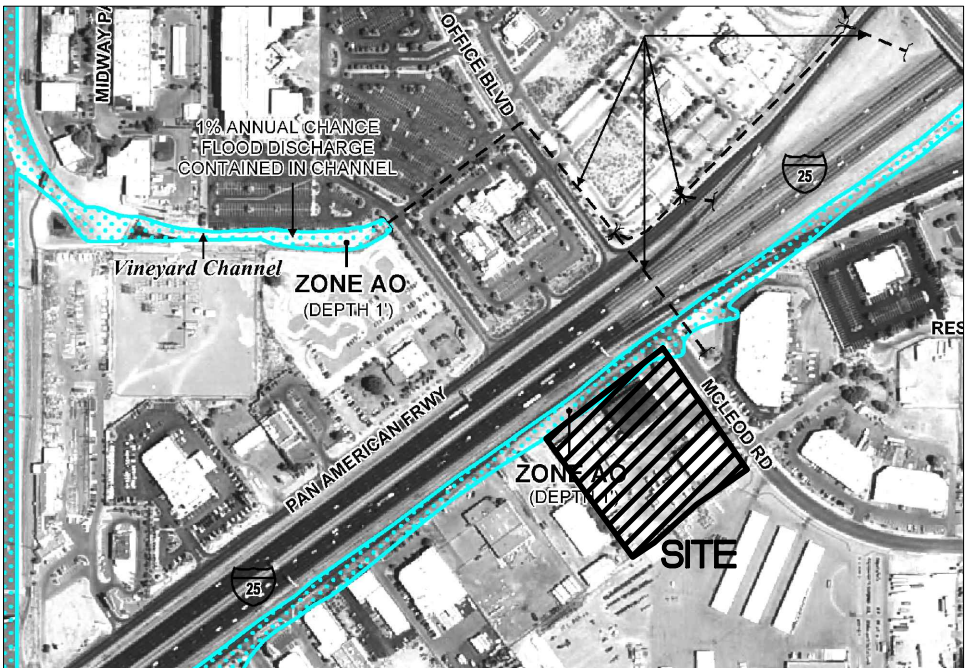


VICINITY MAP - Zone Map F-17-2

Legal Description: Lots Numbered One (1) and Two (2) of the Norris and Margaret Penny Addition

BENCHMARK:

ACS MONUMENT '125-18', NAD 1983, X=1535672.415, Y=1505666.336, Z=5128.34 (NAVD 1988), GROUND TO GRID = 0.999671141

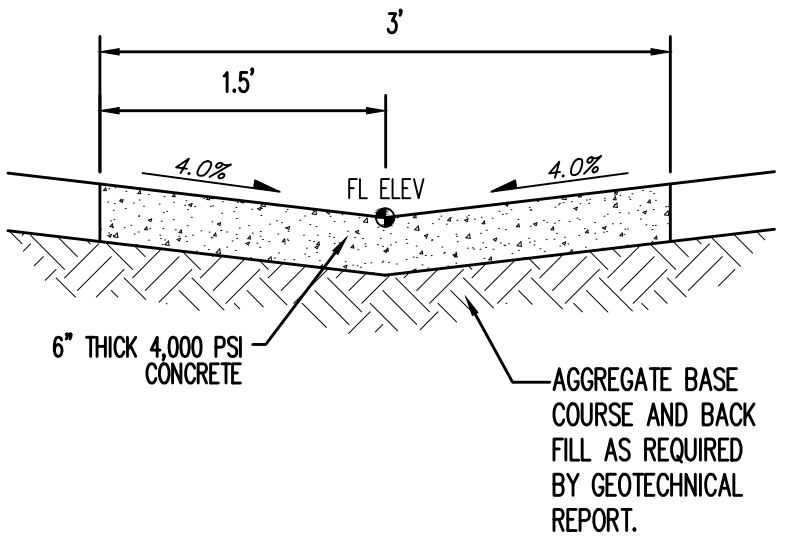


FIRM MAP 35001C0138H

Per FIRM Map 35001C0138H, dated August 16, 2012, the northern portion of the site along the 125 Frontage Rd is located in Zone 'AO' (Depth 1'). The remainder of the site is not located in the Floodplain and determined to be outside the 0.2% chance Annual Floodplain.

GRADING NOTES

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

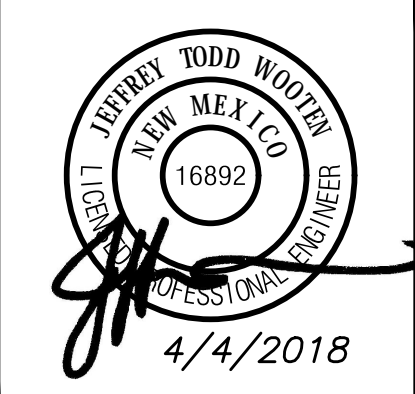


Valley Gutter Detail
NTS

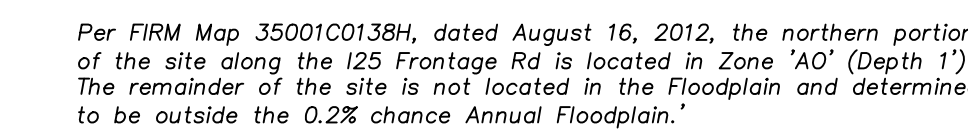
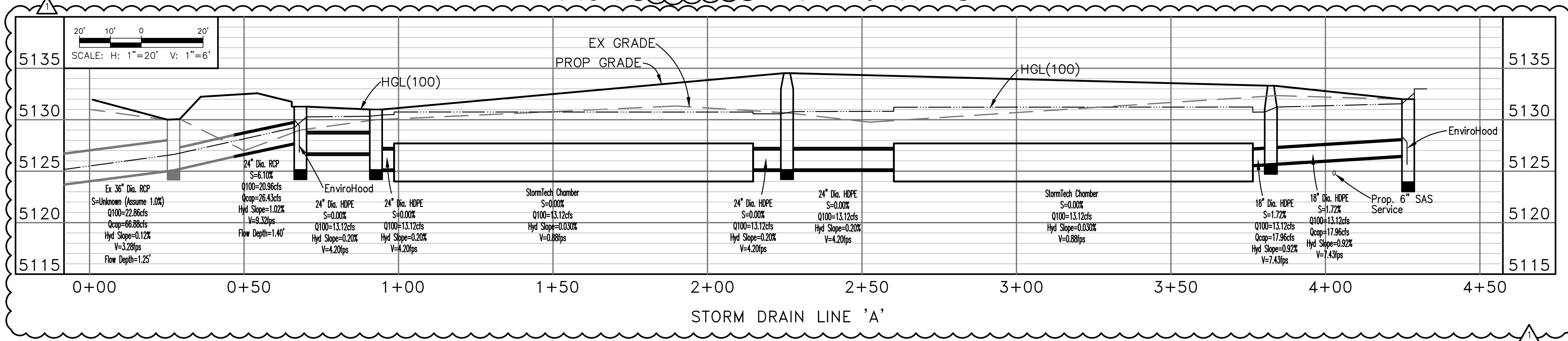
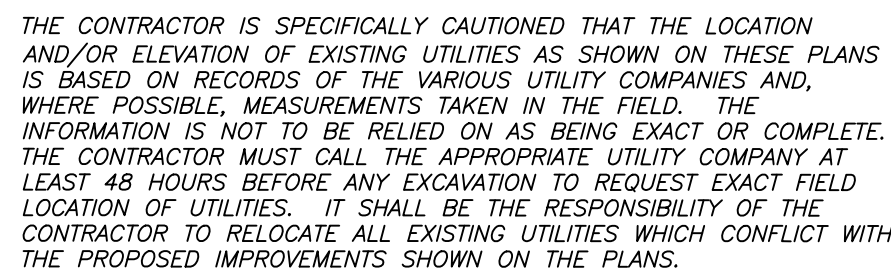
Wooten Engineering
1005 21st St SE, Suite 13
Rio Rancho, N.M. 87124
Phone: (505) 980-3560

REV	DATE	BY	REVISION
1	4/4/18	JTW	GRADING PLAN MODIFICATIONS


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



PROJECT TITLE	4936 PAN AMERICAN FRWY NE MCLEOD AND I25 ALBUQUERQUE, NEW MEXICO 87120	DRAWN BY:	OLIVIA WOOTEN
PROJECT MANAGER	JEFF WOOTEN	JOB NO.	2017018
SHEET TITLE	Grading Plan	SHEET NO.	C1.1
DATE	4/4/2018	SHEET	2
SCALE	AS NOTED		



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DATE: 3/28/2018	sheet- C1.2
SCALE: AS NOTED	of 2

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