# CITY OF ALBUQUERQUE



March 30, 2018

Åsa Nilsson-Weber, P.E. Isaacson & Arfman, P.A. 128 Monroe St. N.E Albuquerque, NM 87108

RE: Campbell Compound

Drainage Report Stamp Date: 10/10/17 Grading Plan Stamp Date: 3/6/18

Hydrology File: G13D032

Dear Ms. Nilsson-Weber:

Based on the information provided in the submittal received on 3/7/18, and updated information provided on 3/30/18, the above-referenced submittal is approved for Grading Permit and Work Order.

PO Box 1293

Prior to Hydrology approval for Release of Financial Guarantee:

Albuquerque

1. The Drainage Covenants must be recorded with Bernalillo County and a copy included with the drainage certification.

NM 87103

On the Final Plat, remember to add the adjoiner easement line on Campbell Farm Lot 2-P2 for the 3' fence easement. If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

www.cabq.gov

Sincerely,

Dana Peterson, P.E.

Senior Engineer, Planning Dept. Development Review Services

Albuquerque - Making History 1706-2006

Orig:

Drainage file



COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: \_\_\_\_

# 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:	
	E-mail:
Architect:	Contact:
Address:	
Phone#: Fax#:	E-mail:
Other Contact:	Contact:
Address:	
Phone#: Fax#:	E-mail:
TRAFFIC/ TRANSPORTATION  MS4/ EROSION & SEDIMENT CONTROL  TYPE OF SUBMITTAL:  ENGINEER ARCHITECT CERTIFICATION  CONCEPTUAL G & D PLAN  X GRADING PLAN	CERTIFICATE OF OCCUPANCY  PRELIMINARY PLAT APPROVAL  SITE PLAN FOR SUB'D APPROVAL  SITE PLAN FOR BLDG. PERMIT APPROVAL  FINAL PLAT APPROVAL
DRAINAGE MASTER PLAN	SIA/ RELEASE OF FINANCIAL GUARANTEE
DRAINAGE REPORT CLOMR/LOMR	FOUNDATION PERMIT APPROVAL  X GRADING PERMIT APPROVAL  SO-19 APPROVAL  PAVING PERMIT APPROVAL
TRAFFIC CIRCULATION LAYOUT (TCL)	GRADING/PAD CERTIFICATION
TRAFFIC IMPACT STUDY (TIS)	X WORK ORDER APPROVAL
EROSION & SEDIMENT CONTROL PLAN (ESC)	CLOMR/LOMR
OTHER (SPECIFY)	PRE-DESIGN MEETING OTHER (SPECIFY)
IS THIS A RESUBMITTAL?: X Yes No	
DATE SUBMITTED: March 7, 2018 by: Asa N	ilsson-Weber



Thomas O. Isaacson, PE(RET.) & LS(RET.) . Fred C. Arfman, PE . Asa Nilsson-Weber, PE

March 7, 2018

Mr. Dana Peterson, PE Senior Engineer, Planning Dept. City of Albuquerque 600 2<sup>nd</sup> Street NW Albuquerque, NM 87103

RE:

G13D032 – Campbell Compound

Revised Grading Plan Zone Atlas Map: G-13

Dear Mr. Peterson:

Please see attached for a revised grading & drainage plan addressing your comments from October 11, 2017 (attached).

- 1. Original plat creating fence easement has been provided.
- 2. A parallel retaining wall will be constructed on the Campbell Compound property, so no permission from Campbell Farms HOH is required.
- 3. Structural detail of floodwall designed and stamped by Golden Lane & Associates is attached.
- 4. The ESC plan has been approved.
- 5. Copies of the drainage covenant and agreement and covenant signed by owner are attached. The originals along with a check for filing will be provided to Madeline at DRC next week.

The drainage basins on Tracts B & C were revised to be offset north from the tract/lot lines.

If you have questions regarding this submittal, please call me at 266-1688 or email me at asaw@iacivil.com.

Thank you.

Sincerely,

**ISAACSON & ARFMAN** 

Åsa Nilsson-Weber

Attachments

# CITY OF ALBUQUERQUE



October 11, 2017

Åsa Nilsson-Weber, P.E. Isaacson & Arfman, P.A. 128 Monroe St. N.E Albuquerque, NM 87108

RE: **Campbell Compound** 

> **Drainage Report and Grading Plan** Engineer's Stamp Date 10/10/17

Hydrology File: G13D032

Dear Ms. Nilsson-Weber:

Based on the information provided in the submittal received on 10/10/17 the abovereferenced submittal is approved for Preliminary Plat. This project cannot be approved for Grading Permit, or any other action until the following are addressed:

PO Box 1293

## Prior to Grading Permit:

Albuquerque

1. Provide the original plat creating the 3-foot fence easement between this project and Campbell Farms.

NM 87103

2. Written permission from Campbell Farms HOA will need to be obtained, authorizing any modifications to the common wall. If portions of the wall are owned/maintained by Campbell Farms Lot 11, written permission from that homeowner will be needed as well.

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- 3. Provide structural details for the floodwall, stamped by a P.E.
- 4. This project will require an ESC plan prior to grading permit approval.

## Prior to DRC Sign-off:

5. A Drainage Covenant is required for the commons area pond and an Agreement and Covenant is required for the Tract B and C Ponds. The original notarized forms, pond exhibits, and recording fees (\$25/ea., payable to City of Albuquerque) must be turned into DRC (4th, Plaza del Sol) for routing. Please contact Charlotte LaBadie (clabadie@cabq.gov, 924-3996) or Madeline Carruthers (mtafoya@cabq.gov, 924-3997) regarding the routing and recording process for covenants.

Prior to Hydrology approval for Release of Financial Guarantee:

Drainage file Orig:

Albuquerque - Making History 1706-2006

# CITY OF ALBUQUERQUE



6. The Drainage Covenants must be recorded with Bernalillo County and a copy included with the drainage certification.

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

Sincerely,

Dana Peterson, P.E.

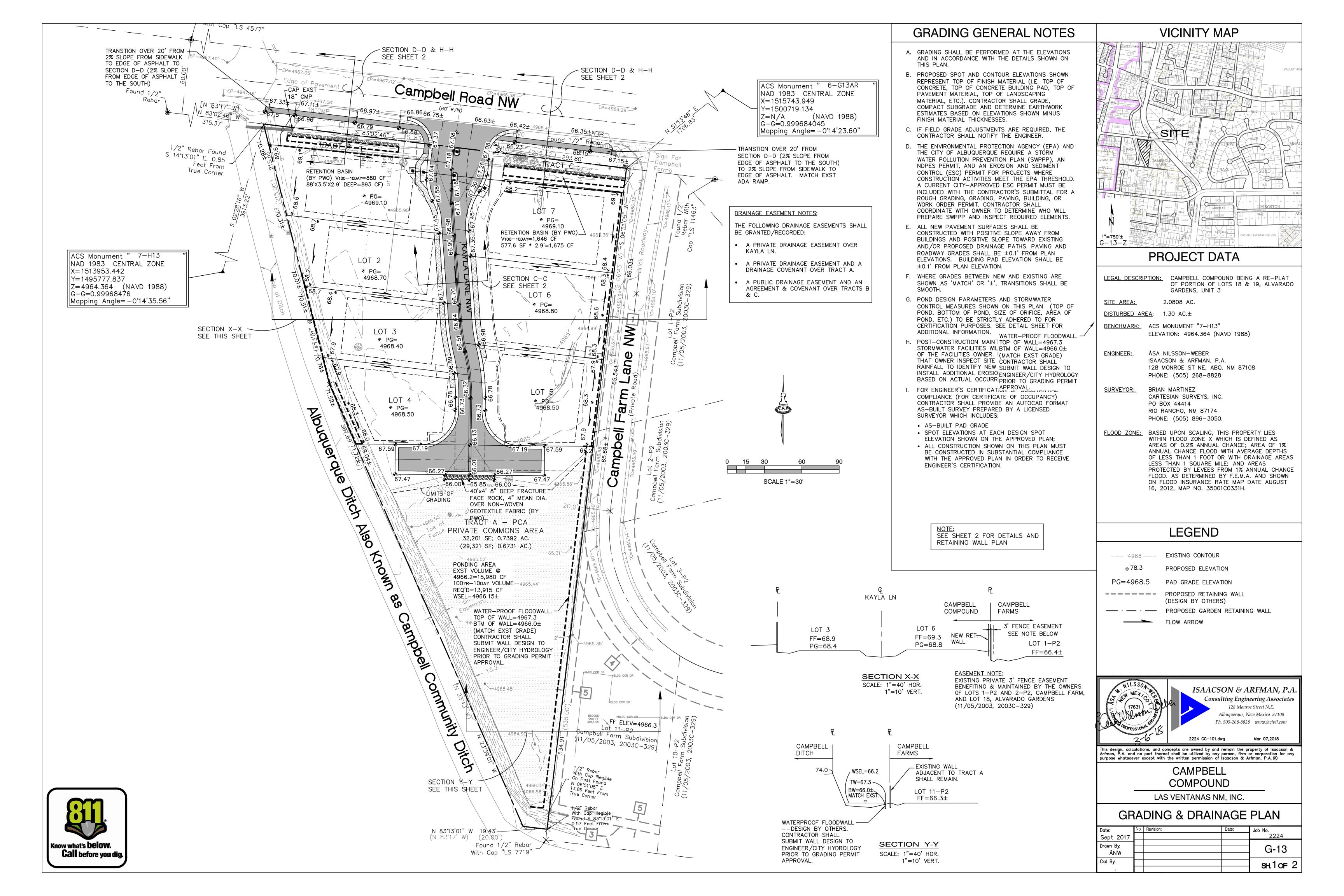
Senior Engineer, Planning Dept. Development Review Services

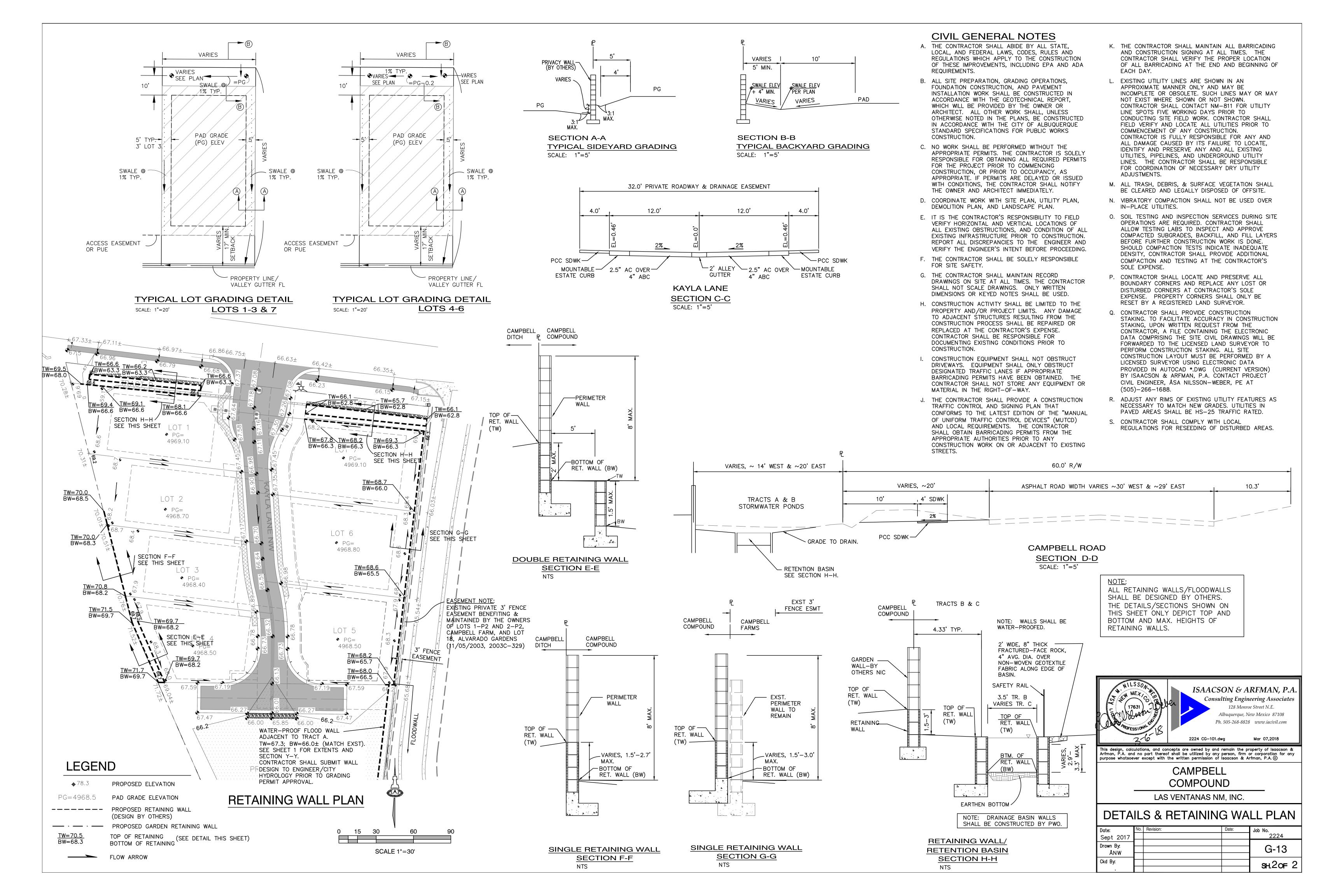
PO Box 1293

Albuquerque

NM 87103

www.cabq.gov





LOCATION MAP

ZONE ATLAS G-13-Z SCALE: NONE

## SUBDIVISION DATA

Plat Case No's. Project No. 1001866 Case No. 02DRB-01848 02DRB-01849 Gross acreage 4.3386 AC. Zone Atlas No. No. of existing Tracts/Lots 2 Lots No. of Tracts/Lots created 11 lots No. of Tracts/Lots eliminated Miles of full width streets created (private) 0.14 Area dedicated to the City of Albuquerque 0.00 Date of Survey July, 2002 Utility Control Location System Log Number 2002292444

## FREE CONSENT AND DEDICATION:

The subdivision hereon described is with the free consent and in accordance with the desires of the undersigned owner(s) and/or proprietor(s) thereof and said owner(s) and/or proprietor(s) do hereby grant: all access, utility and drainage easements shown hereon including the right to construct, operate, inspect, and maintain facilities therein; and all public utility easements shown hereon for the common and joint use of gas, electrical power and communication services for buried distribution lines, conduits, and pipes for underground utilities where shown or indicated, and including the right of ingress and egress for construction and maintenance, and the right to trim interfering trees and shrubs. Said owner(s) and/or proprietor(s) do hereby consent to all of the foregoing and do hereby certify that this subdivision is their free act and deed. Said owners(s) warrant that they hold among them complete and indefeasible title to the land subdivided.

OWNER: OAK STREET DEVELOPMENT CORPORATION, A New Mexico Corporation

By: Jan College Astronomy In Knight, President

10-01-03

# OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on October 2003

By Jan Knight, President of OAK STREET DEVELOPMENT CORPORATION, A New Mexico New Mexico Corporation on behalf of said corporation.

NOTARY PUBLIC

MY COMMISSION EXPIRES

OFFICIAL SEAL
ELAINE J. KELLY
Notary Public
State of New Mexico
My Commission Expires 11-10

LEGAL DESCRIPTION

(SEE SHEET 2)

NOTES

(SEE SHEET 3)

## PURPOSE OF PLAT

- 1. Subdivide Two (2) existing lots into Eleven (11) Residential Lots.
- Grant easements as shown hereon.

## PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- The PNM Electric Services Division for the installation, maintenance and service of overhead and underground electrical lines, transformers, poles and any other equipment, fixtures, structures and related facilities reasonably necessary to provide electrical service.
- The PNM Gas Services Division for installation, maintenance, and service of natural gas lines, valves and any other equipment and facilities reasonably necessary to provide natural gas.
- Qwest for installation, maintenance and service of such lines, cable and other related equipment and facilities reasonably necessary to provide communication services, including but not limited to above ground pedestals and closures.
- Comcast cable for installation, maintenance and service of such lines, cable and other related facilities reasonably necessary to provide Cable TV service.

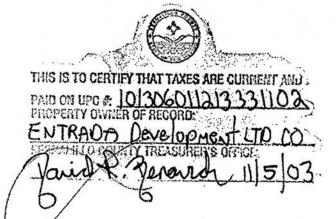
Included, is the right to build, rebuild, construct, reconstruct, locate. Relocate, change, remove, modify, renew, operate and maintain facilities for the purposes described above, together with the free access to, from and over said easement, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (above ground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code caused by construction of pools, decking or any structures adjacent to within or near easements shown on this plat.

In approving this plat, the utility companies did not conduct a Title Search of the properties shown hereon. Consequently, the utility companies do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

Easements for electric transformers/switchgears, as installed, shall extend ten feet (10') in front of transformer/switchgear doors and five feet (5') on each side.

APrificial on the condition that all rights of the Middle Rio Grande Conservancy District in easements, rights of way, assessments and liens, are fully reserved to said District, and that if provision for irrigation source and easements are not provided for by the subdivider for the subdivision, addition, or plat, said District is absolved of all obligations to furnish irrigation waters and services to any portions thereof, other than from existing turnouts.

APPROVED APPROVED DATE 9-2-03





PLAT FOR

Adj. to East

# CAMPBELL FARM SUBDIVISION

WITHIN THE
TOWN OF ALBUQUERQUE GRANT
PROJECTED SECTION 6
TOWNSHIP 10 NORTH, RANGE 3 EAST, NMPM
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MARCH, 2003

## APPROVED AND ACCEPTED BY:

APPROVAL AND CONDITIONAL ACCEPTANCE as specified by the Albuquerque Subdivision Ordinance, Chapter 14 Article 14 of the Revised Ordinances of Albuquerque, New Mexico, 1994.

DRB Project No1001866	*
Application No. 03 DRB_0/395	v
Alexan Matron	1/3/2
Planning Director, City of Albuquerque, N.M.	9/0/03 Date
Brads &. Bijan	9/3/93 Date 9/3/03
City Engineer, City of Albuquerque, N.M.	Date
Tell & Jones	9-03-03
Albuquerque Metropolitali Arroyo Flood Control Authority	Date
The land	9-03-03
Trapepertation Development, City of Albuquerque, N.M.	Date
Hillity Development Division Oil Call	9-3-03
Utility Development Division, City of Albuquerque, N.M.	Date
Parks and Recreation	9/3/63
ILK 12-1	Date
City Surveyor, City of Albuquerque, N.M.	3-18-03
NA	Date
Property Management, City of Albuquerque, N.M.	Deta
Leanal S. Mark	Date
PNM Gas	3-19-03 Date
Lewal 9. Met	3-19-03
NM Eleptric	Date
Sign tunt	3-20-03
Qwest Telecommunications	Date
Lita Eucho	3-19-03
Comcast Cable	Date
Manne	9-7-02
MRGED	DATE
SURVEYOR'S CERTIFICATION	

"I, Timothy Aldrich, a duly qualified Registered Professional Land Surveyor under the laws of the State of New Mexico, do hereby certify that this plat and description were prepared by me or under my supervision, shows all easements as shown on the plat of record or made known to me by the owners and/or proprietors of the subdivision shown hereon, utility companies and other parties expressing an interest and meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance, and further meets the Minimum Standards for Land Surveying in the State of New Mexico, and is true and correct to the best of my knowledge and belief."

Timothy Aldrich P.S. No. 7719

03-14-03

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**PLAT FOR** 

# CAMPBELL FARM SUBDIVISION

WITHIN THE TOWN OF ALBUQUERQUE GRANT PROJECTED SECTION 6 TOWNSHIP 10 NORTH, RANGE 3 EAST, NMPM CITY OF ALBUQUERQUE BERNALILLO COUNTY, NEW MEXICO MARCH, 2003

## LEGAL DESCRIPTION

A tract of land situate within the Town of Albuquerque Grant, projected Section 6, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being all of Lot 16 and 17, ALVARADO GARDENS, UNIT NO. 1 as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 15, 1932 in Plat Book C2, Folio 10 and containing 4.3386 acres more or less.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BRG	CHORD
C2	600.00	34.90	319'57"	17.45	S08'31'08"W	34.89
C3	120.00	11.62	5'32'52"	5.81	S04'04'43"W	11.61
C4	120.00	124.58	59"29'01"	68.56	S28'26'13"E	119.06
C5	120.00	52.01	24'49'54"	26.42	S70'35'41"E	51.60
C6	120.00	176.59	8478'54"	108.65	S40°51'10"E	161.08
C7	180.00	27.24	8'40'17"	13.65	N78'40'29"W	27.22
C8	180.00	49.67	15'48'41"	25.00	N66"26"00"W	49.52
C9	180.00	51.27	1679'14"	25.81	N50°22'02"W	51.10
C10	180.00	128.19	40'48'12"	66.95	N62'36'31"W	125.50
C11	22.00	28.18	73"24'09"	16.40	N0718'24"E	26.30
C12	22.00	20.34	52'58'54"	10.96	N70"29"55"E	19.63
C13	22.00	48.53	126"23"03"	43.54	N33'47'51"E	39.27
C14	5.00	6.88	78'47'40"	4.11	S39'43'29"E	6.35
C15	191.00	15.94	4'46'58"	7.98	N76'43'50"W	15.94
C16	191.00	15.94	4'46'58"	7.98	N71'56'51"W	15.94
C17	5.00	6.88	78'47'40"	4.11	N71'02'48"E	6.35
C18	22.00	32.90	85'41'17"	20.40	N1171'41"W	29.92
C19	22.00	16.73	43'34'22"	8.79	S21"27"32"W	16.33
C20	25.00	30.21	6974'44"	17.26	N62"22'01"E	28.41
C21	200.00	43.16	12"21'49"	21.66	N48"23"19"W	43.07
C22	52.00	28.79	31'43'26"	14.78	S43'36'22"W	28.43
C23	52.00	52.68	58'02'24"	28.85	S88'29'17"W	50.45
C24	52.00	62.97	69"22"59"	36.00	N27"48"02"W	59.19
C25	25.00	18.96	43'27'33"	9.96	S14'50'19"E	18.51
C26	25.00	7.85	18'00'08"	3.96	S45'34'10"E	7.82
C27	52.00	4.96	527'43"	2.48	N39"28'34"W	4.96
C28	52.00	43.16	47'33'10"	22.91	N12'58'07"W	41.93
C29	52.00	78.22	8670'55"	48.65	N53'53'55"E	71.05
C30	52.00	104.49	115'07'47"	81.83	S25"26'44"E	87.78
C31	25.00	40.97	93'54'04"	26.76	N14'49'53"W	36.54
C32	160.00	59.28	2173'43"	29.98	N72"23'46"W	58.94
C33	100.00	4.24	2"25'45"	2.12	S05'38'17"W	4.24
C34	100.00	152.60	87'26'02"	95.62	S3977'36"E	138.22
C35	580.00	1.46	0'08'38"	0.73	S06'55'28"W	1.46
C36	580.00	32.28	371'20"	16.14	S08'35'27"W	32.28
C37	580.00	33.74	379'57"	16.87	S08'31'08"W	33.73
C39	140.00	200.65	82'06'57"	121.95	S41°57'09"E	183.91
C40	52.00	144.44	159'08'49"	282.59	N72'40'57"W	102.28

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21'02'09"

61'04'48"

25479'34"

89'51'47"

25.99

82.60

68.60

99.76

S72'29'33"E

S31"26"05"E

N84'57'22"E

S38'04'44"E

82.88

141.25

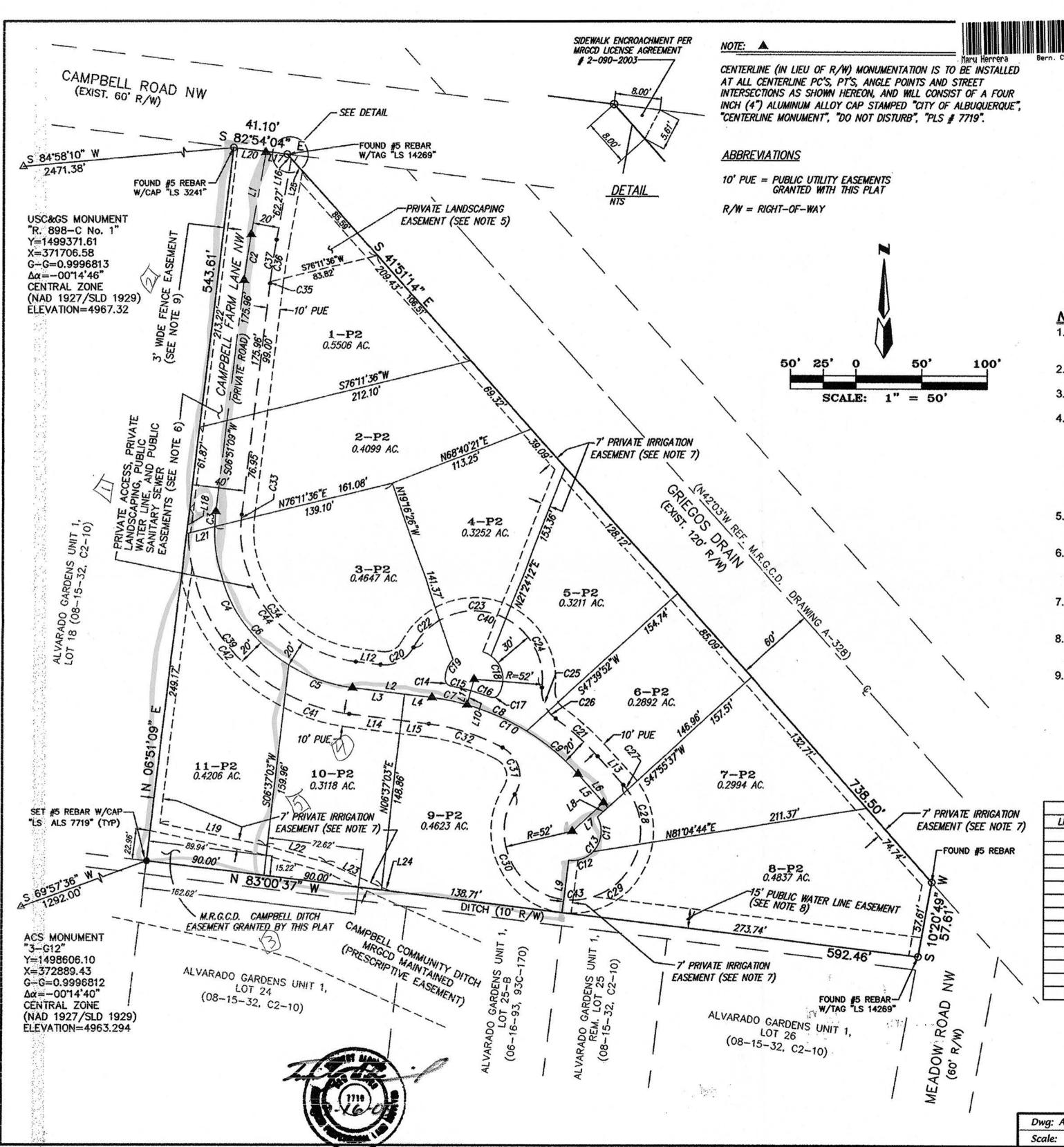
C41 140.00 51.40

C42 | 140.00 | 149.25

C44 100.00 156.84

52.00 230.82

CAMPBELL RO. (EXIST. 60' R/W)	41 10' E)						lary Herrera Bern. Co. PLAT
USC&GS MONUMENT "R. 898-C No. 1" Y=1499371.61 X=371706.58 G-G=0.9996813 Δα=-0014'46" CENTRAL ZONE (NAD 1927/SLD 1929) ELEVATION=4967.32	S 82°54'04" E #5 REBAR "LS 3241"	FOUND #5 REBAR W/TAG "LS 14269"					LI A to Tow Ber
7 1, 10)				CARCO.	WAS OS OR ARK WAS CO.	25' 0 5 SCALE: 1" =	50' 100' Boo
ALVARADO GARDENS UNI LOT 18 (08-15-32, C2-					ORAN ARCCO GRAMM	S. P. S. D. R.	
SET #5 REBAR W/CAP "LS ALS 7719" (TYP) "S 69.51.36" W	72.62' N 83°00'37" W 162.62' (N 83°17'00" W)	DI	CH (10° D			Tab. St.	FOUND #5 REBAR
ACS MONUMENT "3-G12"  Y=1498606.10  X=372889.43  G-G=0.9996812  Δα=-00'14'40"  CENTRAL ZONE (NAD 1927/SLD 1929)  ELEVATION=4963.294	ALVARADO GARDENS UNIT 1, LOT 24 (08-15-32, C2-10)	CAMPBELL COMMUNITY DITO (PRESCRIPTIVE EASEMENT)	ALVARADO GARDENS UNIT 1, 12 (06-16-93, 93C-170)	22, C2-1		(592.80')  FOUND #5 REBAR- W/TAG "LS 14269"  UNIT 1,	MEADOW ROAD NW 57.61, 9" (S10'06'00"



5985337 Page: 3 of 3 11/05/2003 01:22 Herrera Bern. Co. PLRT R 17.00 8k-2003C Pg-329

PLAT FOR

## CAMPBELL FARM SUBDIVISION

WITHIN THE
TOWN OF ALBUQUERQUE GRANT
PROJECTED SECTION 6
TOWNSHIP 10 NORTH, RANGE 3 EAST, NMPM
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MARCH, 2003

## NOTES:

- Bearings are grid based on the New Mexico State Plane Coordinate system (Central Zone)
- 2. Distances are ground distances.
- 3. Bearings and distances in parenthesis are record.
- 4. Basis of boundary is from plats and documents of record entitled:

PLAT FOR "ALVARADO GARDENS UNIT NO. 1", (08-15-32, C2-10)

PLAT FOR "ALVARADO GARDENS UNIT NO. 1", (06-16-93, 93C-170)

all being records of Bernalillo County, New Mexico.

- Landscaping Easement within Lot 1-P2 is to be granted to, for the benefit of, and to be jointly maintained by the owners of Lots 1-P2 thru 11-P2.
- Public Water Line and Public Sanitay Sewer Easements are granted to the City of Albuqueruqe. Private Access and Private Landscaping Easements are granted to, for the benefit of, and to be jointly maintained by the owners of Lots 1-P2 thru 11-P2.
- Private Irrigation easements are to be maintained by each individual lot owner for the benefit of the owners of Lots 1-P2 thru 11-P2.
- 8. The 15' wide Public Water Line Easement within Lot 8-P2 is hereby granted to the City of Albuquerque.
- 3' wide Fence Easement to be granted to, for the benefit of, and to be maintained by the Owners of Lots 1-P2, 2-P2 and Lot 18 of Alvarado Gardens Unit 1.

		LINE T	ABLE		A MARINE THE RESERVE OF THE STREET OF THE ST
LINE ID	LENGTH	BEARING	LINE ID	LENGTH	BEARING
L1	64.25	N1071'07"E	L14	39.81	S83'00'37"E
L2	60.77	N83°00'37"W	L15	20.96	S83'00'37"E
L3	39.68	S83'00'37"E	L16	4.66	N41*51*14*W
L4	21.09	N83'00'37"W	L17	16.35	S82*54'04"E
L5	28.91	S4272'25"E	L18	19.35	S06"51"09"W
L6	33.81	S4272'25"E	L19	81.53	S7871'49"E
L7	32.00	N47°47'35"E	L20	24.75	S82'54'04"E
L8	10.55	S47"55'37"W	L21	21.98	S7671'36"W
L9	40.00	S06"59'23"W	L22	47.94	S74'32'32"E
L10	11.00	S15*39'39"W	L23	29.33	S66°09'51"E
L11	20.00	S15*39'39"W	L24	7.09	S66'09'51"E
L12	18.92	S83'00'37"E	L25	12.68	S41'51'14"E
L13	28.91	S4272'25"E			

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GOLDEN LANE & ASSOCIATES
Consulting Structural Engineers
9808 Dorothy Pl. NE.

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CHECKED BY		DATE	

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# PRIVATE FACILITY DRAINAGE COVENANT

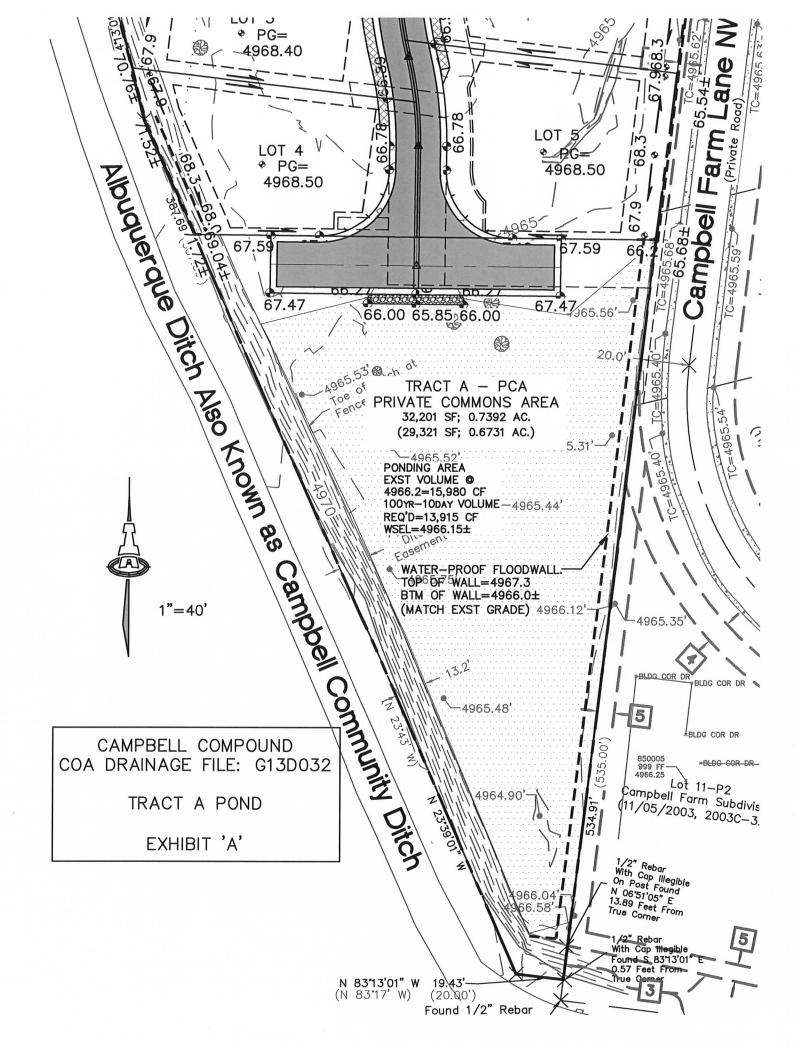
This Drainage Covenant ("Covenant"), between Las Ventanas NM, Inc.
("Owner"), whose address is 6501 Wyoming Blvd. NE, Bldg C - Suite 200 - Albuquerque, NM 87109
and whose telephone number is (505) 362-6824 and the City of Albuquerque, New Mexico,
a municipal corporation whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is
made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs
this Covenant.
1. Recital. The Owner is the current owner of the following described real property
located at [give legal description, and street address]
Tract A, Campbell Compound 2716 Kayla Lane NW
recorded on, pages through, as Document No
in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").
Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to
construct and maintain certain drainage facilities on the Property, and the parties wish to enter into
this Covenant to establish the obligations and responsibilities of the parties.
2. <u>Description and Construction of Drainage Facility</u> . The Owner shall construct the
following "Drainage Facility" within the Property at the at the Owner's sole expense in accordance
with the standards, plans and specifications approved by the City:
Private stormwater pond over Tract A

The Drainage Facility is more particularly described in **Exhibit A** attached hereto and made a part hereof.

- 3. <u>Maintenance of Drainage Facility</u>. The Owner shall maintain the Drainage Facility at Owner's sole cost in accordance with the approved Drainage Report and plans.
- 4. <u>Benefit to Property</u>. 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. <u>Inspection of Drainage Facility</u>. 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. <u>Liability of City</u>. 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. <u>Indemnification</u>. 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. <u>Assessment</u>. 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. <u>Binding on Owner's Property</u>. 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. <u>Entire Covenant</u>. 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. <u>Changes to Covenant</u>. Changes to this Covenant are not binding unless made in writing, signed by both parties.
- 12. <u>Effective Date of Covenant</u>. This Covenant shall be effective as of the date of signature of the Owner.

OWNER: Las Ventanas NM, Inc.	CITY OF ALBUQUERQUE:
By [signature]:	By:
Name [print]: T. Scott Ashcraft	Shahab Biazar, P.E., City enginee
Title: President	Dated:
Dated: 1-8-18	
OWN	ER'S ACKNOWLEDGMENT
STATE OF NEW MEXICO	) )ss
COUNTY OF BERNALILLO	)
20/8, by T. Scott Ashcraft President	name of person signing permit),  (title of person signing permit) of  (Owner).  Notary Public  My Commission Expires: 04/22/2019
CIT	Y'S ACKNOWLEDGMENT
STATE OF NEW MEXICO	) )ss
COUNTY OF BERNALILLO	)
20, by Sha	ledged before me on this day of hab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf o	f said corporation.
(SEAL)	Notary Public My Commission Expires:
(I	EXHIBIT A ATTACHED)



## AGREEMENT AND COVENANT

City Project No. 708882

This Agreement and Covenant ("Agreement"), between the City of Albuquerque, New Mexico ("City") and Las Ventanas NM, Inc. ("User"), is made in Albuquerque, New Mexico, and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk, State of New Mexico.
1. Recital. The User is the owner of certain real property ("User's Property") located at  Campbell Road , in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)  Tracts B & C, Campbell Compound
and is attached as Exhibit A.
The City is the owner of a certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:
If the City's Property is an easement, then give legal description and filing information:  Public Drainage Easement - Campbell Compound, Tracts B & C
The User wishes to construct upon, improve or repair and to maintain the following drainage Improvement ("Improvement") on the City's Property (or already has done so):  Public Stormwater Ponds
A sketch of the proposed or existing Improvement is attached as <b>Exhibit B</b> and made a part of the Agreement.
The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.
2. <u>City Use of City's Property and City Liability</u> . The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, or modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.
3. <u>User's Responsibility for Improvement</u> . The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement all in accordance with standards required by the City as per the approved Grading and Drainage Plan <u>Hydrology File G13D032</u> on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The

County Clerk's Recording Label

User will conform with all applicable laws, ordinances and regulations.

- 4. <u>Use of the Improvement.</u> If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.
- 5. <u>Demand for Repair, Modification or Removal</u>. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within <u>30</u> days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.
- 6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.
- 7. <u>Cancellation of Agreement and Release of Covenant</u>. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk, State of New Mexico. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice of the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk, State of New Mexico.

Cancellation of this Agreement for any reason shall not release the User from any liability or obligation relating to the installation, operation, maintenance, or removal of the Improvement or any other term of this Agreement.

- 8. <u>Condemnation</u>. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.
- 9. <u>Assessment.</u> Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

10. Notice. For purposes of giving formal written notice to the User, User's address is:

Las Ventanas NM, Inc.

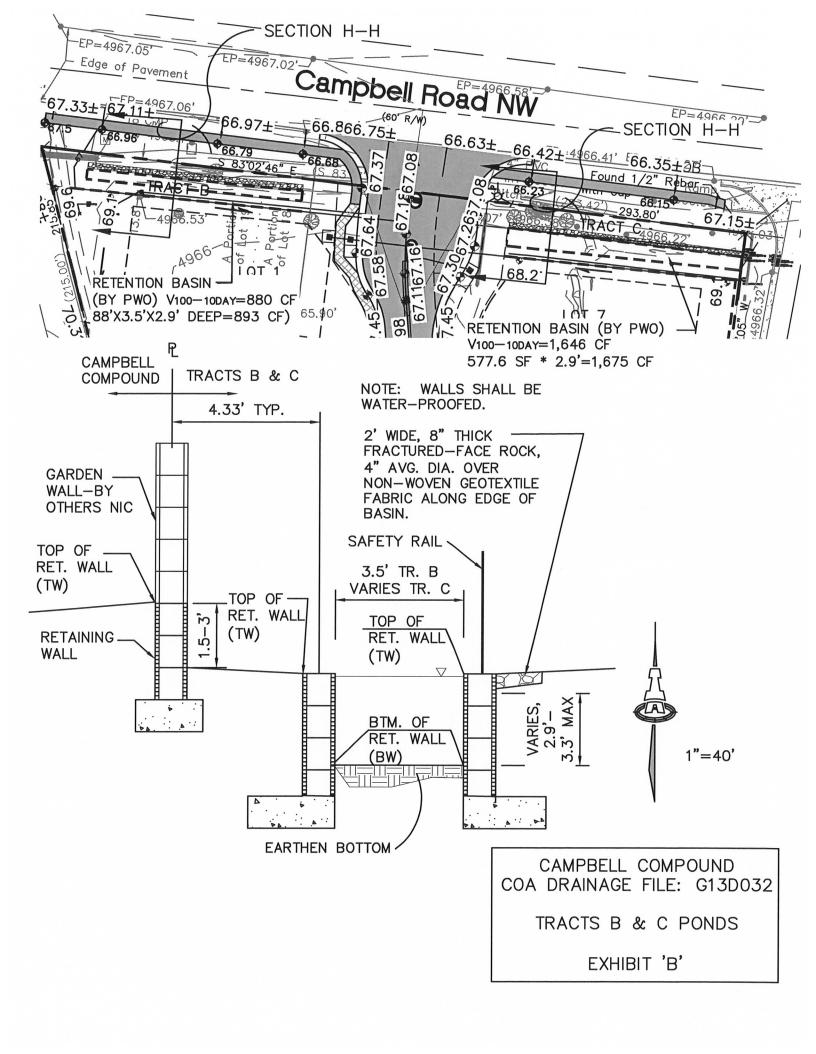
6501 Wyoming Blvd. NE - Building C, Suite 200

Albuquerque, NM 87109

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

- 11. <u>Indemnification</u>. The User shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The User agrees to indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the User, its agents, representatives, contractors or subcontractors or arising from the failure of the User, its agents, representatives, contractors or subcontractors to perform any act or duty required of the User herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.
- 12. <u>Term.</u> This Agreement shall continue until revoked by the City pursuant to Section 7 above.
- 13. <u>Binding on User's Property</u>. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.
- 14. <u>Entire Agreement</u>. This Agreement 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.
- 15. <u>Changes of Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 16. <u>Construction and Severability</u>. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.
- 17. <u>Captions</u>. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

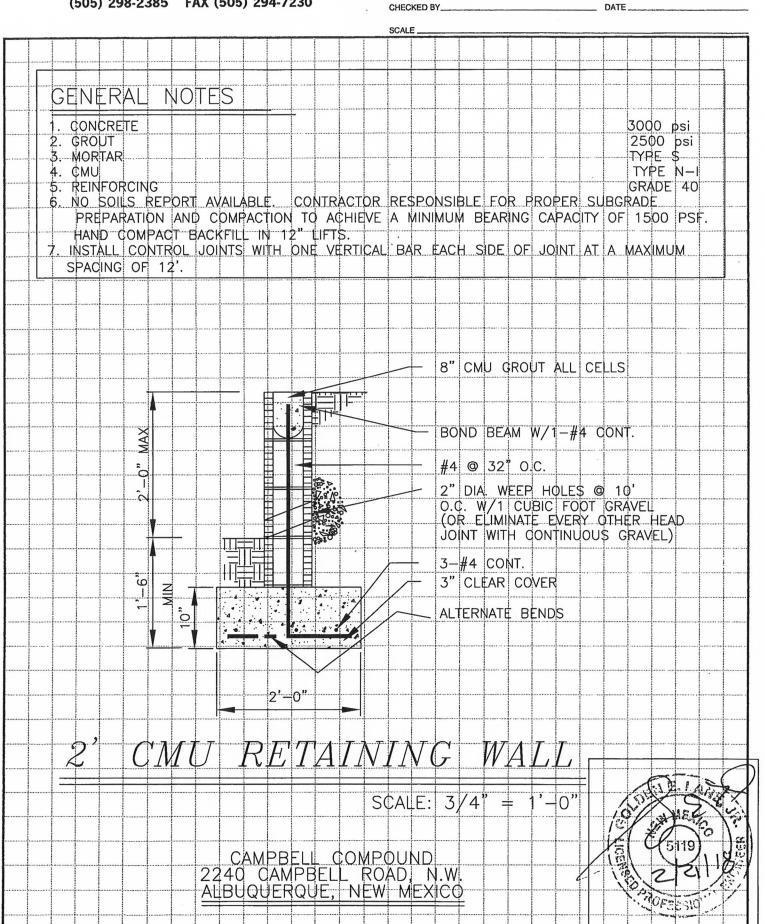
CITY OF ALBUQUERQUE:	USER: Las Ventanas NM, Inc.
By: Sarita Nair Chief Administrative Officer	By: Name: T. Scott Ashcraft Title: President
Date:	Date: 1-8-18
Shahab Biazar, P.E., City Engineer	
CITY'S A	ACKNOWLEDGMENT
STATE OF NEW MEXICO ) ) ss COUNTY OF BERNALILLO )	
This instrument was acknowledged Sarita Nair, Chief Administrative Corporation, on behalf of the corporation.	d before me on this day of, 20_, b Officer for the City of Albuquerque, a New Mexico municipal
SEAL	My Commission Expires: Notary Public:
USER'S A	ACKNOWLEDGMENT
STATE OF NEW MEXICO ) ss. COUNTY OF BERNALILLO )	
This instrument was acknowledge T. Scott Ashcraft (title of person signing) on behalf of La	ed before me on this 8th day of January , 2018 by , (name of person signing) President as Ventanas NM, Inc. (User).
Ruth T. Lozzano	My Commission Expires: 04/22/2019 Notary Public Ruth J. Lozano



## **GOLDEN LANE & ASSOCIATES**

Consulting Structural Engineers 9808 Dorothy Pl. NE ALBUQUERQUE, NM 87111 (505) 298-2385 FAX (505) 294-7230

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SHEET NO.	1	OF1
CALCULATED BY	GEL	DATE 2/20/18
CHECKED BY		DATE



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9808 Dorothy Pl. NE
ALBUQUERQUE, NM 87111
(505) 298-2385 FAX (505) 294-7230

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# HE107 - ASPHALT EMULSION SEALER AND DAMPPROOFER



Last Rev Date: 09/16/2013

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Appearance Black liquid	Consistency @ 77° F Thixotropic liquid
Application Temperature 50° F and rising	Flammability Non-flammable when wet
Base Asphalt, bentonite clay emulsion	Flash Point >212° F
Brookfield Viscosity 8000-15,000 cPs (ASTM D-2196)	Freezability Keep from freezing
Color Black	

Maximum VOC	
0 calculated	
Solids By Volume	-
40 - 50%	-
Solids By Weight	3414
47 - 53% (ASTM D-2939)	
Weight Per Gallon	-
8.5 - 9.1 lbs/gal	

### **Approvals and Certifications**

Manufactured to exceed the requirements of ASTM D-1227, Type III, Class I, Dade County Compliant.

UL listed for Class A and B fire rated roof coverings.

FM approved. Subject to the conditions of approval as a roof coating when installed as described in the current edition of the FMRC approval guide.

Consult Henry Representative for specific assembly ratings and requirements. (800) 486-1278

See Henry Specification Manual for detailed Roofing, Reroofing, and Roof Maintenance & Restoration.



**APPROVED** 

## Description

HE107 - ASPHALT EMULSION SEALER AND DAMPPROOFER is a premium, versatile protective coating. Non-flammable while wet, corrosion resistant and waterproof when dry. Crack and "alligator" resistant.

### Features:

- For dampproofing exterior below-grade foundations and walls
- Protects roofing materials, roofing and masonry
- · Base coat for energy saving reflective coatings
- · Crack and "alligator" resistant
- Corrosion resistant and waterproof
- Non-fibered

## Coverage

Approximately 100 square feet per 3 - 4 gallons when applied as one coat.

Henry Company 909 N. Sepulveda, Ste 650, El Segundo CA 90245-2754
Technical Services Phone: (800) 486-1278 - Email: techservices@henry.com
The Henry Company is the parent company of Bakor, Inc.
www.henry.com

## **Surface Preparation**

Surface must be clean, dry and sound. Remove rust with wire brush. Sweep or rinse to clear dust, dirt, and residues. Scrub areas where water ponds with detergent and water, and rinse well. Inspect area to be coated. This product is not designed to seal leaks. Repair all cracks, splits and holes by layering Henry 181/183/195/196 Fabric between two heavy coats of Henry 204® Plastic Roof Cement or Henry 209 Extreme Wet Patch® Roof Leak Repair and allow to cure for 30 days.

### **Application**

For tighter bond, surface should be damp, but free of ponding water. Stir coating thoroughly and apply with heavy-duty sprayer or roofing brush, keeping strokes in one direction. For hard-to-clean surfaces such as built-up roof with gravel removed or priming concrete and masonry, thin product with 20% water.

Recoat: For best results, apply a second coat as soon as the first is thoroughly dry and firm enough to take foot traffic without damage. Brush the second coat at right angles to the first. To renew smooth-surface roofs, reinforce valleys and seal flashings, apply a base coat of HE107 - ASPHALT EMULSION SEALER AND DAMPPROOFER at 3 - 4 gallons per 100 square feet. Embed a layer of polyester fabric without wrinkles or buckles into the wet base coat as reinforcement and "broom in" immediately. When dry enough to take foot traffic, apply a second coat at 3 - 4 gallons per 100 square feet. Optional: Apply a reflective coating as soon as the emulsion has completely cured. Drying usually occurs in 6 - 24 hours in hot and dry weather conditions. Drying will be slower, 2 - 7 days, in cool damp weather. Allow to dry completely between coats. Coating becomes waterproof only after drying thoroughly.

MONOLITHIC™: For a reinforced waterproof surface, use approved glass chopper spray gun to cover prepared surfaces with 9 gallons per 100 square feet of product, evenly blended with 3 lbs. per 100 square feet of 3/4" Henry 189 Fiberglass Roving sprayed with equipment approved by Henry Company. Finish to be 72 mils dry.

DAMPPROOFING OF EXTERIOR, BELOW GRADE, DENSE SURFACES: For dense concrete not subject to hydrostatic pressure, 1 coat, approximately 1/16" in thickness is usually adequate. If applying by spray or for severe conditions, 2 coats are preferred. Fill all crevices and grooves. Make sure coating is continuous with no breaks or pinholes. Coat over exposed top and outside edge of footing. Spread around all joints, grooves, and slots and into all chases, corners, reveals, and soffits. Bring coating up to finished grade.

DAMPPROOFING OF EXTERIOR, BELOW GRADE, POROUS SURFACES: For dampproofing of porous surfaces such as concrete block, 3 alternate techniques are equally effective; base your choice on local preference and available equipment.

- A) Two Coat System: Apply a base coat of HE107, cut 20% by volume with clean water, over entire prepared surface. Apply base coat at a rate of 1.5 gallons per 100 square feet. Allow base coat to dry tacky to touch and apply 1 coat of HE107 as described under Dense Surfaces. Allow to set 24 48 hours before backfilling as described previously.
- B) Membrane System: For severe conditions or added protection, apply a base coat followed by a coat of HE107 as described above. Within 2 hours, apply Henry 183 Glass Fabric membrane over all surfaces of coating, overlapping edges at least 3" to 4". Embed glass fabric into coating without wrinkles or buckles. Within 24 hours, apply an additional coat of HE107; allow to set at least 24 48 hours and backfill as previously described.
- C) Parge Coat System: Apply a parge coat of cement mortar to the block wall, carrying the parge coat from the bottom of the footings to grade level and forming a cove at the junction of the wall and footing. Allow to cure. Apply 1 2 coats of product as described under Dense Surfaces. Allow to set and then backfill as previously described.

INTERIOR, ABOVE GRADE, WEATHER RESISTIVE BARRIER: For exterior face of interior walls in cavity wall construction. Compatible with masonry, concrete, CMU and gypsum sheathing. Apply 1 coat, carrying coating in and around all joints, grooves and slots, following all reveals and soffits of windows and continuing 12" out on adjoining partitions and soffits. Allow to set. If walls are to receive hard wall plaster, use furring strips or metal lath.

### **Precautions**

DO NOT APPLY IF RAIN OR TEMPERATURES BELOW 50°F (10°C) ARE EXPECTED WITHIN 24 HOURS. Do not heat container or store at temperatures greater than 110°F (43°C). When transporting, make sure the pail is secured and the lid is tight to prevent spills. DO NOT ALLOW COATING IN PAIL TO FREEZE. Not recommended over gravel, plywood, rubber, or PVC sheet roofing or shingles of any kind. Typical age limit for roofs to be coated is 7 to 10 years, but varies with roof condition. Application over hot applied asphalt may not prevent alligatoring.

### Cleanup

Clean wet coating from hands and tools with Henry Scrubbers™ Hand & Tool Cleaning Towels or soap and water. If dry, clean tools with kerosene, paint thinner or mineral spirits.

### Caution

CAUTION! Do not heat container or store at temperatures greater than 110°F. Close container after each use. Dispose of container and unused contents in accordance with Local, State and Federal regulations. DO NOT TAKE INTERNALLY! Use protective measures to avoid contact with eyes and skin. If swallowed, CALL PHYSICIAN IMMEDIATELY! In case of eye contact, open eyelids wide and flush immediately with plenty of water for at least 15 minutes. GET MEDICAL ATTENTION. In case of accidental injection by power spray equipment, GET MEDICAL ATTENTION IMMEDIATELY!

FOR EXTERIOR USE ONLY.

NOT FOR USE ON DRIVEWAYS.

KEEP FROM FREEZING.

KEEP OUT OF REACH OF CHILDREN!

**WARNING:** This product contains detectable amounts of chemicals known to the State of California to cause cancer, and/or birth defects, or other reproductive harm.

EMPLOYERS should obtain a copy of the Material Safety Data Sheet (MSDS) from your supplier or directly from Henry at the toll free number or website below.

**Note:** Asphalt-based coatings form a water soluble residue as they weather. In areas without regular rainfall, the roof should be hosed off occasionally to prevent build up and discoloration (removable with soap and water). Areas that pond water may accumulate more asphalt residue.

### **Product Sizes**

BULK (GALLONS) (8.58 lb) 5 GALLON (47 lb) GALLON (9.5 lb) 55 GAL/205 L (499 lb) 5 GAL/18.93 L (47 lb) 275 GALLON (2365 lb)

### **Limited Warranty**

We, the manufacturer, warrant only that this product is free of defects, since many factors which affect the results obtained from this product - such as weather, workmanship, equipment utilized and prior condition of the substrate - are all beyond our control. We will replace at no charge any product proved to be defective within 12 months of purchase, provided it has been applied in accordance with our written directions for uses we recommended as suitable for this product. Proof of purchase must be provided. <u>DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:</u> THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER SHALL HAVE NO LIABILITY OF ANY KIND BEYOND PRODUCT REPLACEMENT, INCLUDING FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECTS OR ANY DELAYS CAUSED BY REPLACEMENT OR OTHERWISE. THIS LIMITED WARRANTY PROVIDES THE PURCHASER'S EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCT.

This limited warranty is in addition to and supplemented by the product warranty located on our website at: www.henry.com/warranty which also applies to this product.