CITY OF ALBUQUERQUE

Planning Department David Campbell, Director



Mayor Timothy M. Keller

January 23, 2019

Richard Dourte, P.E. RHD Engineering, LLC. 4305 Purple Sage Ave. NW Albuquerque, NM 87120

RE: Heritage Marketplace Tract A2 (Burger King) 7900 Ladera Dr NW Request for Certificate of Occupancy – Permanent Hydrology Inspection - Approved Revised Grading Plan Stamp Date 12/18/18 (File: H09D024A) Certification Dated: 1/16/19

Dear Mr. Dourte:

PO Box 1293 Based on the submittal received on 1/17/19, this certification is approved in support of Permanent Certificate of Occupancy by Hydrology.

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

NM 87103

Sincerely,

www.cabq.gov

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

C: Email

Fox, Debi; Tena, Victoria; Sandoval, Darlene; Costilla, Michelle



City of Albuquerque

Planning Department Development & Building Services Division DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Burger King Restruant DRB#:		
Legal Description: <u>Tract a2, Heritage Marke</u>		
City Address: 7900 Ladera drive NW		
Applicant: RHD Engineering, LLC		Contact: Richard Dourte
Address: 4305 Purple Sage Ave. NW,	Alb. NM, 87120	
Phone#: 505.288.1621	_Fax#:	E-mail: rhdengineering@outlook.com
Other Contact: Joe Simons Architecture		Contact: Joe Simons
Address: PO Box 67408, Albuquerque	NM, 87193-7406	
Phone#:	_Fax#:	E-mail: joe@simonsarchitecture.com
TYPE OF DEVELOPMENT: PLAT (# of lots) RESIDENCE	DRB SITE X ADMIN SITE
IS THIS A RESUBMITTAL? Yes	<u> X No</u>	
DEPARTMENT TRANSPORTATION	<u>x</u> HYDROLOGY/DRAINAGE	
Check all that Apply: TYPE OF SUBMITTAL: X ENGINEER/ARCHITECT CERTIFICATION PAD CERTIFICATION CONCEPTUAL G & D PLAN GRADING PLAN DRAINAGE REPORT DRAINAGE MASTER PLAN FLOODPLAIN DEVELOPMENT PERMIT A ELEVATION CERTIFICATE CLOMR/LOMR TRAFFIC CIRCULATION LAYOUT (TCL) TRAFFIC IMPACT STUDY (TIS) STREET LIGHT LAYOUT OTHER (SPECIFY)	Merrica Sila Release Merrica Sila Release Merrica Sila Release Merrica Sila Plan Fo Merrica Sila Release Merrica Sila Plan Fo Merrica Sila Plan Fo	E OF OCCUPANCY Y PLAT APPROVAL OR SUB'D APPROVAL DR BLDG. PERMIT APPROVAL APPROVAL E OF FINANCIAL GUARANTEE N PERMIT APPROVAL RMIT APPROVAL WAL MIT APPROVAL AD CERTIFICATION
PRE-DESIGN MEETING? DATE SUBMITTED:1/16/19	CLOMR/LOM FLOODPLAIN	

ELECTRONIC SUBMITTAL RECEIVED:

FEE PAID:

H10.005

#2 (NO PUBLIC EASEMENT)

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between APO Huntuge May Leplace, UC ("Owner"), whose address is 2850E. (Invellance Rd. Str. 180 Pheny AL 850IL and whose telephone number is (420) 315.9(LOO) 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. <u>Recital</u>. Owner is the current owner of certain real property described as:

	Tract A2	Heritage	Market	Place	Subdivision	recorded	04/07/2105,
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pages	1	through	3,	as	Document	no.	2015028498

7900 Ladera Drive NW

in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information).

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities ("Drainage Facility") 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 Facilities</u>. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No. H09D024A

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

3. <u>Maintenance of Drainage Facility</u>. The Owner will maintain the Drainage Facility at the Owner's cost in accordance with the approved Drainage Report and plans.

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

Doc# 2018025936 03/26/2018 03:07 PM Page: 1 of 5 COV R:\$25:00 Linda Stover, Bernalillo County 6. <u>Failure to Perform by Owner and Emergency Work by City</u>. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages, which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

7. <u>Liability of City for Repair after Notice or as a Result of Emergency</u>. The City shall not be liable to the Owner for any damages resulting from the City's maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of, or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. 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 Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions is the primary cause of bodily injury to persons or damage to property.

9. <u>Cancellation of Agreement and Release of Covenant</u>. This Covenant may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. <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.

11. <u>Notice</u>. For purposes of giving formal written notice to the Owner, Owner's address is:

ABO Hontage Marketplace, LLC	
2850 E. Wime WILL Rd., Str. 190	
Phoenix, AZ STOLLO	

Notice may be given to the Owner 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 Owner within three (3) days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested,

to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. <u>Term</u>. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. <u>Binding on Owner's Property</u>. The covenants and obligations of the Owner set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

14. <u>Entire Agreement</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 regarding this subject matter.

15. <u>Changes to Agreement</u>. Changes to this Covenant are not binding unless made in writing, signed by both parties.

16. <u>Construction and Severability</u>. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant 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 Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.

OWNER: ABQ Huntage Marketplace, LL
By [signature]:
Name [print]: Jack Schneider
Title:MANAAer
Dated: 315/18

CITY OF ALBUQUERQUE:

By: Custo a chine for fan

Shahab Biazar, P.E., City engineer Dated: <u>3-23-18</u>

OWNER'S ACKNOWLEDGMENT

Antona STATE OF NEW MEXICO) Maricopa)ss COUNTY OF BERNALILLO)

	d before me on this <u>15TH</u> day of <u>March</u> ,
2018, by Jay R. Shneider	(name of person signing permit),
manager J	(title of person signing permit) of
ABO Hentage Marketplace, LLC	(Owner).
5	
KATHERINE PFAFF Notary Public - State of Arizona MARICOPA COUNTY My Commission Expires Sept. 21, 2018	Notary Public My Commission Expires: 9.21.2018

CITY'S ACKNOWLEDGMENT

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STATE OF NEW MEXICO

COUNTY OF BERNALILLO

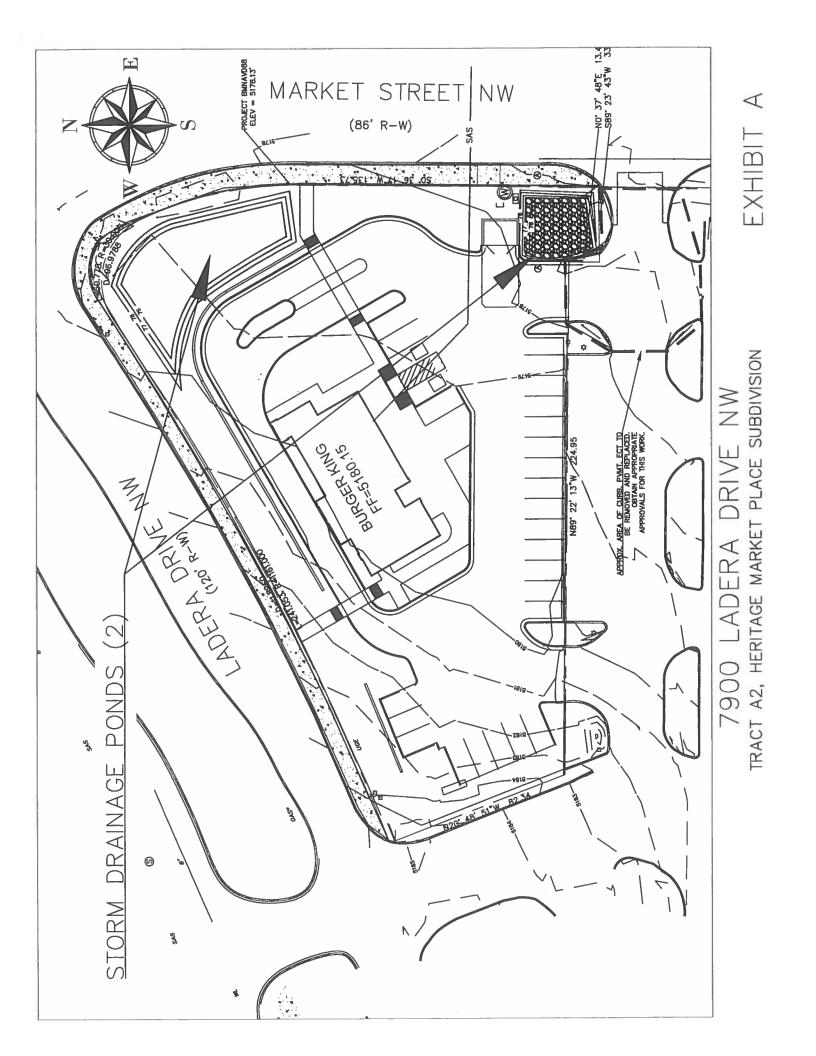
This instrument was acknowledged before me on this <u>73rd</u> day of March, 2018 <u>Cuntio Channe</u> Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation

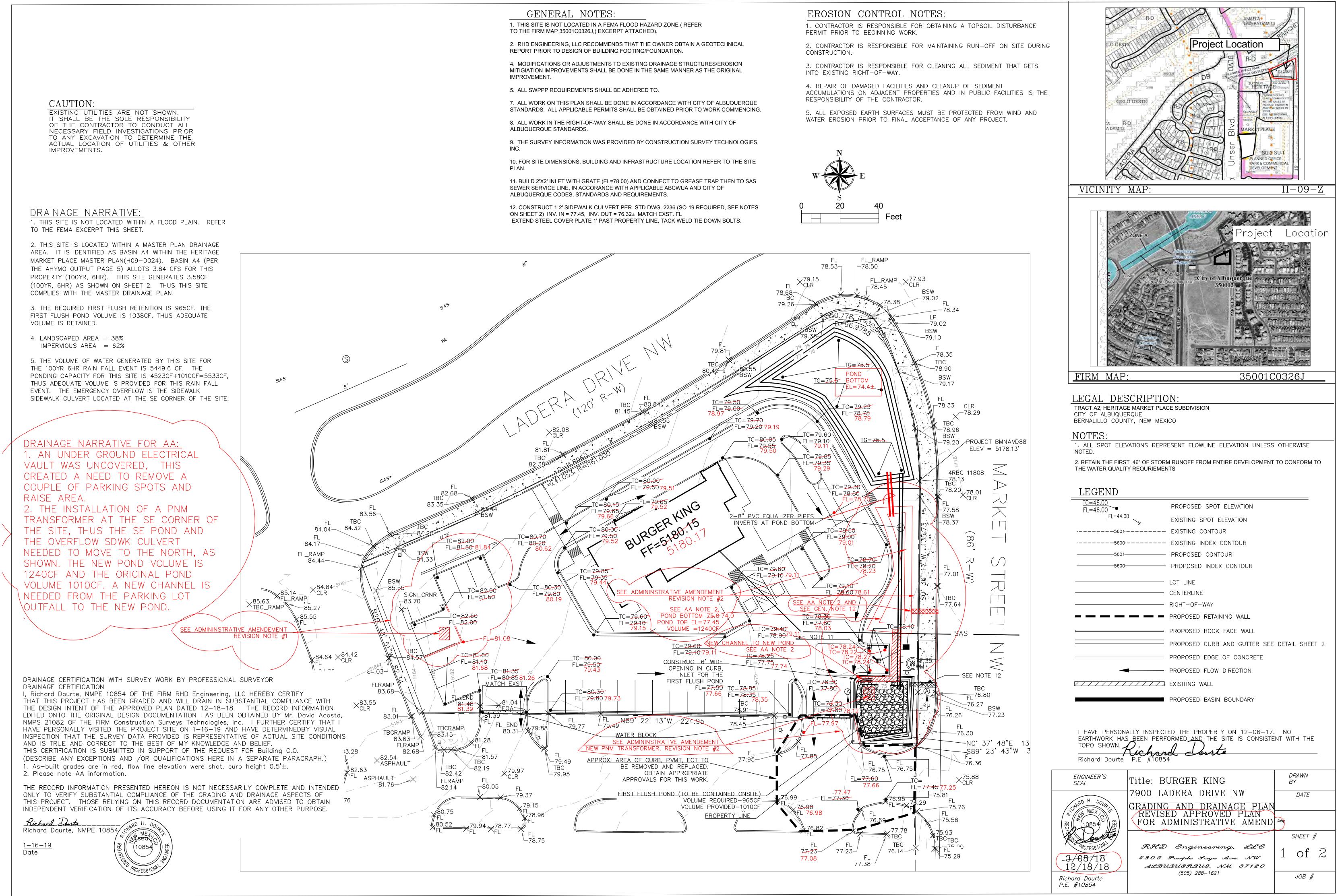
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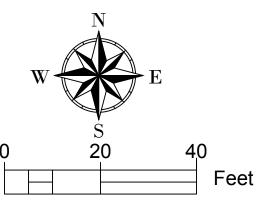
Notary Public My Commission Expires: 10 / 10 / 2021



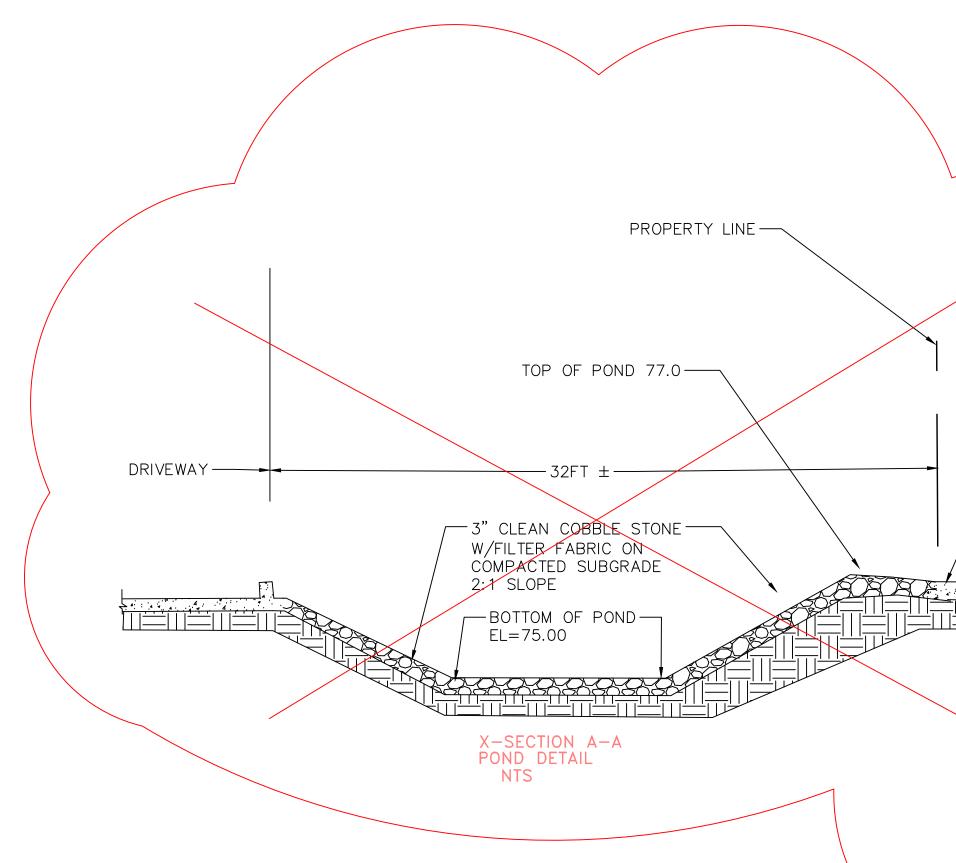
(EXHIBIT A ATTACHED)







[Zone 1									
	Denth	(inches) a	t 100vr Sto	rm]	Exce	ss Preci	piation,	E(inches) - 6 HR
	Depth (inches) at 100yr Storm									atment	-
Zone	P60	P360	P1440	P4days	P10days		Zone	A	B	С	D
1	1.87	2.20	2.66	3.12	3.67		1	0.44	0.67	0.99	1.97
2	2.01	2.35	2.75	3.30	3.95		2	0.53	0.78	1.13	2.12
3 4	2.14 2.23	2.60 2.90	3.10 3.65	3.95 4.70	4.90 5.95		3 4	0.66 0.80	0.92 1.08	1.29 1.46	2.36 2.64
Noightad E-	= ((EA*AA)+(E		c)+(Ep*Ap))	// ۸ 4 4 6 4 4 6	×۲۷۵)	1	Popl	Disch		S/ACRE)	
_	nted E *P360)			ATADIAL	, TAUJ		rear			atment	
	AD*(P1440-P3						Zone	A	В	C	D
	AD*(P4day-P3						1	1.29	2.03	2.87	4.37
	+AD*(P10days		′ft				2	1.56	2.28	3.14	4.70
	-	÷					3	1.87	2.60	3.45	5.02
							4	2.20	2.92	3.73	5.25
	*****	* * * * * * * * * *	******	EXISTING C	CONDITION	\S****	*****	*****	*****	**	
Area	SQ.	FT	Acres						Flows (
A=	0		0.000				SQ. FT		Peak D		(100 YR)
B=	0		0.000			A=		0.000		0.00	
C=	411		0.944			B=		0.000		0.00	
D=	0		0.000			C=	41137			2.71	
Total	411		0.944			D=		0.000		0.00	
Weigh	ted E=	0.9	90				otal (CFS	b)		2.71	
	V36	60	V1	440		V4days			V10day:	5	
Cubic feet	3393	3.8	339	3.8		3393.8			3393.8	3	
Acre-ft	0.0)8	0.	08		0.08			0.08		
	* * * * * * *	*****	·*************P	ROPOSED (CONDITIO	NS****	* * * * * * *	*****	*****	**	
Area	SQ.	FT	Acres						Flows (-	
A=	0		0.000					Acres	Peak D		(100 YR)
B=	0		0.000			A=		0.000		0.00	
C=	159		0.366			B=		0.000		0.00	
D=	251		0.578			C=	15964			1.05	
Total Weigh	411 ted F=		0.944			D= T	otal (CFS	0.578		2.53 3.58	
Weight		1.5	.50					,		5.50	
	V36	60	V1	440		V4days			V10day:	5	
Cubic feet	544			.4.6		7379.5			8533.3		
	0.1		0.			0.17			0.20		
Acre-ft			veloned site	is 3.6 CFS	and the ex	isting f	lows are	2.7 CFS	S for an i	increase	
Acre-ft The 100 yea	of 0.9	CFS. The 1	.00 year 6 h	r volume in	crease is 5	5450-33		56CF.			



S.(D.19 : NOTICE TO CONTRACTORS
1	AN EXCAVATION / CONSTRUCTION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF -WAY.
2	ALL WORK DETAILED ON THESE PLANS TO BE PERFORMED, EXCEPT AS OTHERWISE STATED OR PROVIDED FOR HEREON, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1986 EDICTION AS REVISED THRU UPDATE #8.
3	TWO WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR MUST CONTACT NEW MEXICO ONE CALL SYSTEM (CALL 811) FOR LOCATION OF EXISTING UTILITIES.
4	PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL CONSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIBY THE ENGINEER SO THAT THE CONFLICT CAN BE RESLOVED WITH A MINIMUM AMOUNT OF DELAY.
5	BACKFILL SOMPACTION SHALL BE ACCORDING TO TRAFFIC / STREET USE.
6	MAINTENANCE OF THESE FACILITIES SHALL BE TE RESPONSIBILITY OF THE OWNER OF THE PROPERTY SERVED.
7	WORK ON ARTERIAL STREETS SHALL BE PERFORMED ON A 24-HOUR BASIS.
8	THE WORK IN THE CITY ROW MUST BE INSPECTED AND ACCEPTED. THE CONTRACTOR MUST CONTACT JASON RODRIQUEZ AT 235-8016 AND CONSTRUCTION COORDINATION AT 924-3416 TO SCHEDULE INSPECTIONS.

SEE ADMININSTRATIVE AMENDEMENT REVISION NOTE #1

	2 2 2 2	$\begin{array}{c c} 1'-6'' & (7) \\ \hline 1/2'' & (1) \\ \hline 1/2'' & (11) \\ \hline \end{array}$	<u>-6</u> (4)
		DEPRESSED N <u>6" CURB</u>	& GUTTER
		<u>YED NOTES:</u>	
		 r drawings and specs. as needed. Finished grade. Prepared subgrade. 3/4" radius. 1/2" radius. 	
		6. Not used. 7. Concrete curb.	
	CURB & GUTTER COM		
	P.C.C unless	rs & cut—off walls to be constructed of 3500 psi otherwise noted. pecifically dimensioned shall be edged with a 3/8"	
		eplace 12" wide strip of pavement beyond lip of constructing curb & gutter adjacent to	
		at rounded corners measured to intersection	
	E. For 6" curb also provide returns, & a	& gutter provide control jts. © 6' o.c. max, 1/2" expansion jts. at 30' o.c. max, at curb t each side of driveways.	
	F. For all other expansion jts	curbing provide control jts. @ 10' o.c., provide s. @ 50' o.c. & adjacent to buildings and walls.	
	CURB A	AND GUTTER DETAILS	
— SDWK			
— SD WK			
······································	<u></u>		
	ENGINEER'S	Title RIPCED VINC	DRAWN
	SEAL	Title: BURGER KING 7900 LADERA DRIVE NW	BY DATE
	CHARD H. DOUP IT		-
		DETAILS	G&D.dwg
	3/08/18	RHD Engineering, LLC	2 of 2
	12/18/18	4305 Purple Sage Ave. NW ALBUQUERQUE, NM 87120 (505) 288–1621	
	hard Dourte 5. #10854		JOB # XXXX