CITY OF ALBUQUERQUE

Planning Department Brennon Williams, Director



Mayor Timothy M. Keller

December 10, 2019

David Soule, P.E. Rio Grande Engineering PO Box 93924 Albuquerque, NM 87199

RE: Lomas Carwash Expansion 9935 Lomas NE Request for Certificate of Occupancy - Permanent Hydrology Final Inspection –Approved Grading Plan Stamp Date: 3/27/19 Drainage Report Stamp Date: 3/27/19 Certification Dated: 11/4/19 Drainage File: J20D003

PO Box 1293 Dear Mr. Soule:

Albuquerque Based on the submittal received on 12/9/19, this certification is approved in support of Permanent Certificate of Occupancy by Hydrology.

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

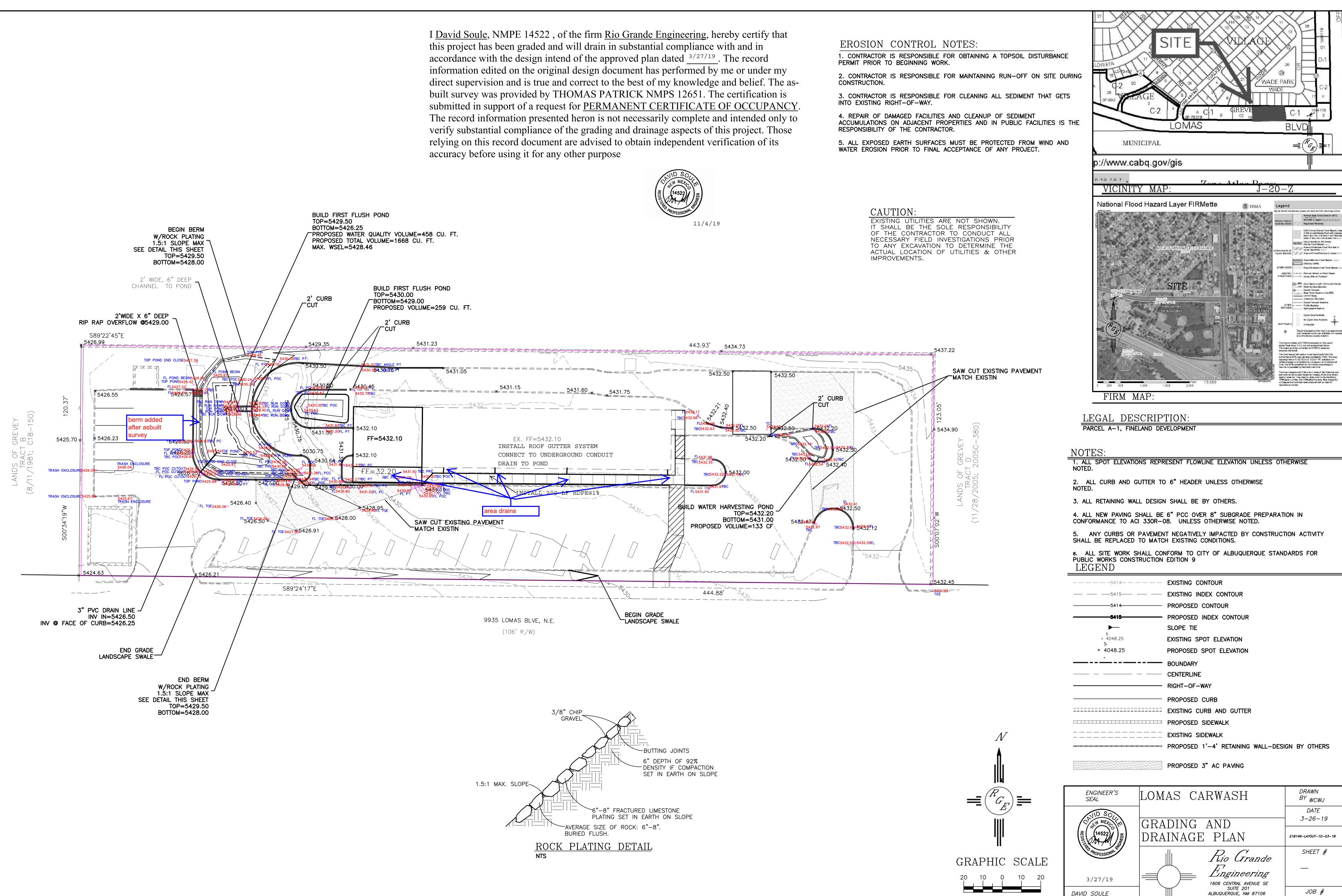
Fox, Debi; Tena, Victoria; Sandoval, Darlene; Costilla, Michelle



City of Albuquerque

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

Project Title: LOMAS CAR WASH Building Permit #:_____ Hydrology File #: J20C003 EPC#: Work Order#: _____ DRB#: Legal Description: LOT C1 LAND OF GREVEY City Address: 9935 LOMAS Applicant: LBJ ENTERPRISES Contact: Address: _____ Fax#: E-mail: Phone#: _____Contact: DAVID SOULE Other Contact: _ RIO GRANDE ENGINEERING Address: PO BOX 93924 ALB NM 87199 Fax#: 505.872.0999 E-mail: david@riograndeengineering.com Phone#: 505.321.9099 TYPE OF DEVELOPMENT: PLAT RESIDENCE DRB SITE X ADMIN SITE Check all that Apply: **DEPARTMENT: TYPE OF APPROVAL/ACCEPTANCE SOUGHT:** X HYDROLOGY/ DRAINAGE BUILDING PERMIT APPROVAL TRAFFIC/ TRANSPORTATION X CERTIFICATE OF OCCUPANCY TYPE OF SUBMITTAL: PRELIMINARY PLAT APPROVAL **X ENGINEER/ARCHITECT CERTIFICATION** SITE PLAN FOR SUB'D APPROVAL PAD CERTIFICATION __ SITE PLAN FOR BLDG. PERMIT APPROVAL CONCEPTUAL G & D PLAN FINAL PLAT APPROVAL ___ GRADING PLAN DRAINAGE REPORT SIA/ RELEASE OF FINANCIAL GUARANTEE DRAINAGE MASTER PLAN FOUNDATION PERMIT APPROVAL FLOODPLAIN DEVELOPMENT PERMIT APPLIC GRADING PERMIT APPROVAL ELEVATION CERTIFICATE SO-19 APPROVAL CLOMR/LOMR _ PAVING PERMIT APPROVAL TRAFFIC CIRCULATION LAYOUT (TCL) X GRADING/PAD CERTIFICATION TRAFFIC IMPACT STUDY (TIS) ____ WORK ORDER APPROVAL __ STREET LIGHT LAYOUT CLOMR/LOMR ____ OTHER (SPECIFY) _ _____ FLOODPLAIN DEVELOPMENT PERMIT PRE-DESIGN MEETING? ____OTHER (SPECIFY) _____ IS THIS A RESUBMITTAL?: X Yes No __By: __ DATE SUBMITTED: ELECTRONIC SUBMITTAL RECEIVED: COA STAFF: FEE PAID:





P.E. #14522

(505) 872-0999

218146

PRIVATE FACILITY DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between LBJ ENTERPRISES, LLC ("Owner"), whose address is PO BOX 171416 MEMPHIS TN 38187, and whose telephone number is (928)486-1983 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. <u>Recital</u>. The Owner is the current owner of the following described real property located at Tract C-1-A LANDS OF GREVEY recorded on MAY 25, 2010, IN PLAT BOOK 2010C, PAGE 62, 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: DETENTION PONDS WITH WATER QUALITY VOLUMES AS SHOWN ON APPROVED DRAINAGE PLAN IN FILE J20D003

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.

Doc# 2019103151 12/03/2019 02:43 PM Page: 1 of 4 COV R:\$25:00 Linda Stover, Bernalillo County 7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. <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:

By [signature]: Jes D Manata
Name [print]: Les D. LAMASTUS
Engineer
Title: <u>managing member</u>

By:	Æ	AV
	Shahab Biazar, P.E., City	

CITY OF ALBUQUERQUE:

Dated: 12/2/19

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO))ss COUNTY OF BERNALILLO)

Dated: Nor lo,

This instrument was acknowledged before me on this	s $(0 \text{ day of } N o \nu)$
20/9, by Les D. LAMASTUS	(name of person signing permit),
	_(title of person signing permit) of
MANAGENG Member LBJ ENTRIPRISES LLC	(Owner).

Michael Jordan Jr NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 7. 12.2023

Mrchell	f
Notary Public	
Mr. Commission Eminer	1. (5.2)

My Commission Expires: 7.15.2023

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO))ss COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this <u>Quel</u> day of <u>December</u> 2099, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

havest habad

Notary Public My Commission Expires: Mach 15, 2021

(EXHIBIT A ATTACHED)

