

RAINAGE INFORMATION SHEET

PROJECT TITLE: Furr's - Lomas and Tramway ZONE ATLAS/DRNG, FILE#: J-22/4150
DRB #: _____ EPC #: _____ WORK ORDER #: _____
LEGAL DESCRIPTION: Parcel E1-A Panorama Heights Addition
CITY ADDRESS: _____

ENGINEERING FIRM: Mark Goodwin & Associates, PA CONTACT: Gregory J. Krenik, PE
ADDRESS: PO Box 90606 PHONE: 345-2010
OWNER: Furr's CONTACT: George Rainhart
ADDRESS: 7801 Academy NE PHONE: 828-9611
ARCHITECT: De la Torre - Rainhart CONTACT: George Rainhart
ADDRESS: 7801 Academy NE PHONE: 828-9611
SURVEYOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CONTRACTOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____

TYPE OF SUBMITTAL:

____ DRAINAGE REPORT
____ DRAINAGE PLAN
____ CONCEPTUAL GRADING & DRAINAGE PLAN
____ GRADING PLAN
____ EROSION CONTROL PLAN
☒ ENGINEER'S CERTIFICATION
____ OTHER

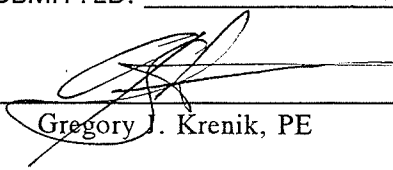
PRE-DESIGN MEETING:

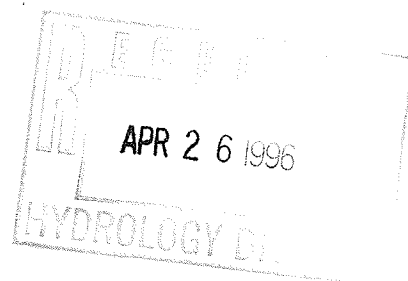
____ YES
☒ NO
____ COPY PROVIDED

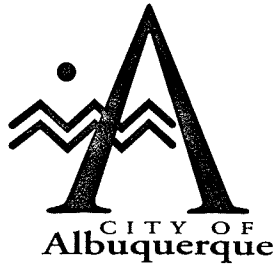
CHECK TYPE OF APPROVAL SOUGHT:

____ SKETCH PLAT APPROVAL
____ PRELIMINARY PLAT APPROVAL
____ S. DEV. PLAN FOR SUB'D APPROVAL
____ S. DEV. PLAN FOR BLDG PERMIT APPROVAL
____ SECTOR PLAN APPROVAL
____ FINAL PLAT APPROVAL
____ FOUNDATION PERMIT APPROVAL
____ BUILDING PERMIT APPROVAL
☒ CERTIFICATION OF OCCUPANCY APPROVAL
____ GRADING PERMIT APPROVAL
____ PAVING PERMIT APPROVAL
____ S.A.D. DRAINAGE REPORT
____ DRAINAGE REQUIREMENTS
____ OTHER _____ (Specify)

DATE SUBMITTED: 4-26-96

BY: 
Gregory J. Krenik, PE





April 29, 1996

Martin J. Chávez, Mayor

Greg Krenik
Mark Goodwin & Assoc.
P.O. Box 90606
Albuquerque, NM 87199

**RE: FURR'S SUPERMARKET AT LOMAS AND TRAMWAY (J22-D50).
ENGINEER'S CERTIFICATION FOR CERTIFICATE OF OCCUPANCY.
ENGINEER'S CERTIFICATION DATED 12-7-95.**

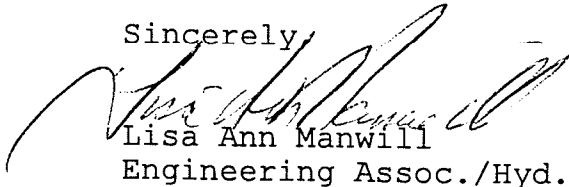
Dear Mr. Krenik:

Based on the information provided on your April 26, 1996 submittal, the above referenced project is approved for a Final Certificate of Occupancy.

As you are aware, it took over four months to release the Certificate of Occupancy due to the fact that Furr's constructed an off site detention pond without the property owner's permission. In the future, please obtain any necessary easements prior to Building Permit approval. Had Mr. Bradford (the adjacent property owner) choose not to grant Furr's a drainage easement, the pond would have had to be relocated at the developers expense.

If I can be of further assistance, please feel free to contact me at 768-3622.

Sincerely,



Lisa Ann Manwill
Engineering Assoc./Hyd.

c: G.T. Mason - Furr's
Tim Johnson
Andrew Garcia
File

Good for You, Albuquerque!



**PRIVATE FACILITY
DRAINAGE COVENANT AND
RESERVATION OF DRAINAGE EASEMENT**

This Drainage Covenant, between **HEMOCORP, INC.**, a New Mexico Corporation, ("Owner"), whose address is 4425 Juan Tabo NE ~ Suite 200, Albuquerque, NM 87111; and **FURR'S SUPERMARKETS, INC.**, a Delaware Corporation, ("Developer"), whose address is 1730 Montano, NW, Albuquerque, NM 87107; 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 and Developer sign this Covenant.

WHEREAS, the Owner is the owner of the following described real property located at the Northeast Corner of Lomas Boulevard and Natomis, NE, Albuquerque, New Mexico, which property is more particularly described as:

Parcel D-One-A (D-1-A) of the Land Division Plat of Parcels lettered D-One-A (D-1-A) and E-One-A (E-1-A) of PANORAMA HEIGHTS ADDITION, a Replat of Parcels D-1 and E-1 filed November 18, 1988 in Volume C37, Folio 191, as the same is shown and designated on the Land Division Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 30, 1995 in Volume 95C, Folio 36 (the "Owner's Property"); and

WHEREAS, the Developer is the owner of the adjacent parcel of real property located at the Northwest Corner of Lomas Boulevard and Service Road, NE, Albuquerque, New Mexico, which property is more particularly described as:

Parcel E-One-A (E-1-A) of the Land Division Plat of Parcels lettered D-One-A (D-1-A) and E-One-A (E-1-A) of

PANORAMA HEIGHTS ADDITION, a Replat of Parcels D-1 and E-1 filed November 18, 1988 in Volume C37, Folio 191, as the same is shown and designated on the Land Division Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 30, 1995 in Volume 95C, Folio 36 (the "Developer's Property"); and

WHEREAS, pursuant to City ordinances, regulations and other applicable laws, the Developer is required to construct and maintain certain drainage facilities; and

WHEREAS, the Owner is willing to allow construction and maintenance of the Drainage Facility on its Property, and the parties wish to enter into this Covenant to establish the obligations and responsibilities of the parties.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. GRANT OF EASEMENT: The Owner, for itself, its successors and/or assigns, for good and valuable consideration, the receipt of which is acknowledged, hereby grants to Developer, its successors and/or assigns, a perpetual easement ("the Easement") over and across the Owner's Property for the benefit of Developer's Property for the purpose of permitting the flow, conveyance, and discharge of storm water runoff and for the purpose of permitting ingress and egress for the construction, maintenance and repair of a "Drainage Facility".

The specific parcel of land affected by the grant of this easement is more particularly described as:

Parcel D-One-A (D-1-A) of the Land Division Plat of Parcels lettered D-One-A (D-1-A) and E-One-A (E-1-A) of PANORAMA HEIGHTS ADDITION, a Replat of Parcels D-1 and E-1 filed November 18, 1988 in Volume C37, Folio 191, as the same is shown and designated on the Land Division

Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on January 30, 1995 in Volume 95C, Folio 36 (the "Property").

2. CONSTRUCTION: The Developer shall construct said "Drainage Facility" within the Owner's Property at the Developer's sole expense in accordance with the standards, plans and specifications approved by the City.

3. LOCATION OF EASEMENT AND DRAINAGE FACILITY: The location of the "Drainage Facility" and the Easement granted herein is generally described as being a rectangular parcel of land of approximately 12,500 square feet, as such rectangular parcel presently exists on the Easterly Boundary of Lot D-1-A and which is more particularly denoted by the "hashmarks" drawn on the Exhibit attached to this Covenant and incorporated herein by reference. (The Developer shall be liable for providing the Owner with a proper, acceptable survey and legal description of the "Drainage Facility" at the Developer's earliest opportunity.)

4. The parties hereto specifically agree that Owner, its successors and/or assigns, shall have the right and ability to alter the shape, size, and location of the Drainage Facility Easement as aforementioned, PROVIDED, HOWEVER, that said alteration and/or relocation shall not hinder the effectiveness and/or the operation of the Drainage Facility, and FURTHER PROVIDED that the Owner, its successors and/or assigns, shall be liable for the expense and cost of any such renovation, alteration, or relocation of said Drainage Facility. It is further agreed that the Developer shall have no right to alter the shape, size, and/or location of

the Drainage Facility without the express written consent of the Owner, its successors and/or assigns.

5. The Developer and the Owner shall jointly maintain the Drainage Facility and Easement in accordance with the approved Drainage Report and Plans.

6. The Developer and Owner acknowledge and understand that the Drainage Facility required herein to be constructed is for the private benefit and protection of the Developer's Property and that failure to maintain such facility could result in damage or loss to the Owner's Property and to the property of Developer.

7. 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 Developer, its successors and/or assigns, to construct and the duty of the Developer and the Owner, pursuant to agreement herein, to maintain the facility in accordance with approved plans and specifications.

8. The Developer and Owner understand and agree that the City shall not be liable to the Developer or the Owner, or their respective successors and/or assigns, or to any third parties, for any damages resulting from the Developer's failure to construct the Drainage Facility or the Developer's and/or Owner's failure to maintain or repair the Drainage Facility.

9. The Developer and Owner shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Developer agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, and the

Owner, its successors and/or assigns, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein; provided, however, to the extent, if at all, Section 5-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's 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 directions 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.

10. Nothing in this Easement and Covenant shall be construed to relieve the Owner or Developer, or their respective successors and/or assigns, from an assessment against the Owner's or Developer's Property for improvements 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. The easement, covenants, and obligations of the Owner and Developer set forth herein shall be binding on the Owner and

Developer, and their respective successors and/or assigns, and on the Owner's Property and constitute covenants running with the Owner's Property until released by the City's Chief Administrative Officer as approved by the City Engineer.

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

13. This Covenant shall be effective as of the date of signature of the Owner and Developer.

14. The undersigned holder of an equitable interest by reason of a mortgage, filed for record on October 4, 1995, in Book 95-24 at Pages 1443-1446 as Document #95101012 in the office of the Bernalillo County Clerk, Bernalillo County, New Mexico, in some or all of the real property included in the Easement herein described, hereby ratifies the Easement and subordinates its interest in the property to the Easement.

DEVELOPER:

FURR'S SUPERMARKETS, INC.,
a Delaware Corporation

By: Paul J. Ramell

Its: VP - Real Estate

Dated: 3/8/96

OWNER:

HEMOCORP, INC., a New Mexico
Corporation

By: John R. Bradford
JOHN R. BRADFORD, President

Dated: 3/14/96

HOLDER OF EQUITABLE INTEREST:

WESTERN BANK OF ALBUQUERQUE

By: [Signature]

John D Stewart, Sr Vice President

Its: _____

Dated: March 14, 1996**ACCEPTED:**

CITY OF ALBUQUERQUE

By: _____

Director of Public Works
Department

Dated: _____

STATE OF NEW MEXICO)

) ss.

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on March 14, 1996, by JOHN R. BRADFORD, President of HOMECORP, INC., a New Mexico Corporation, Owner.

Deborah L. Patterson
Notary Public

My Commission expires:

11-21-98

OFFICIAL SEAL
DEBBORAH L. PATTERSON
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed With Secretary of State

My Commission Expires 11-21-98

STATE OF NEW MEXICO)

) ss.

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on April 8, 1996, by Kathy Kurnell, V.P. of Furr's of FURR'S SUPERMARKETS, INC., a Delaware Corporation, Developer.

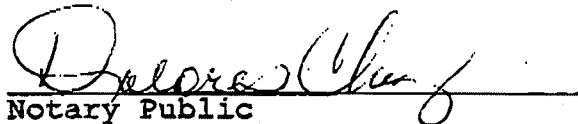
[Signature]
Notary Public

My Commission expires:

10/23/97

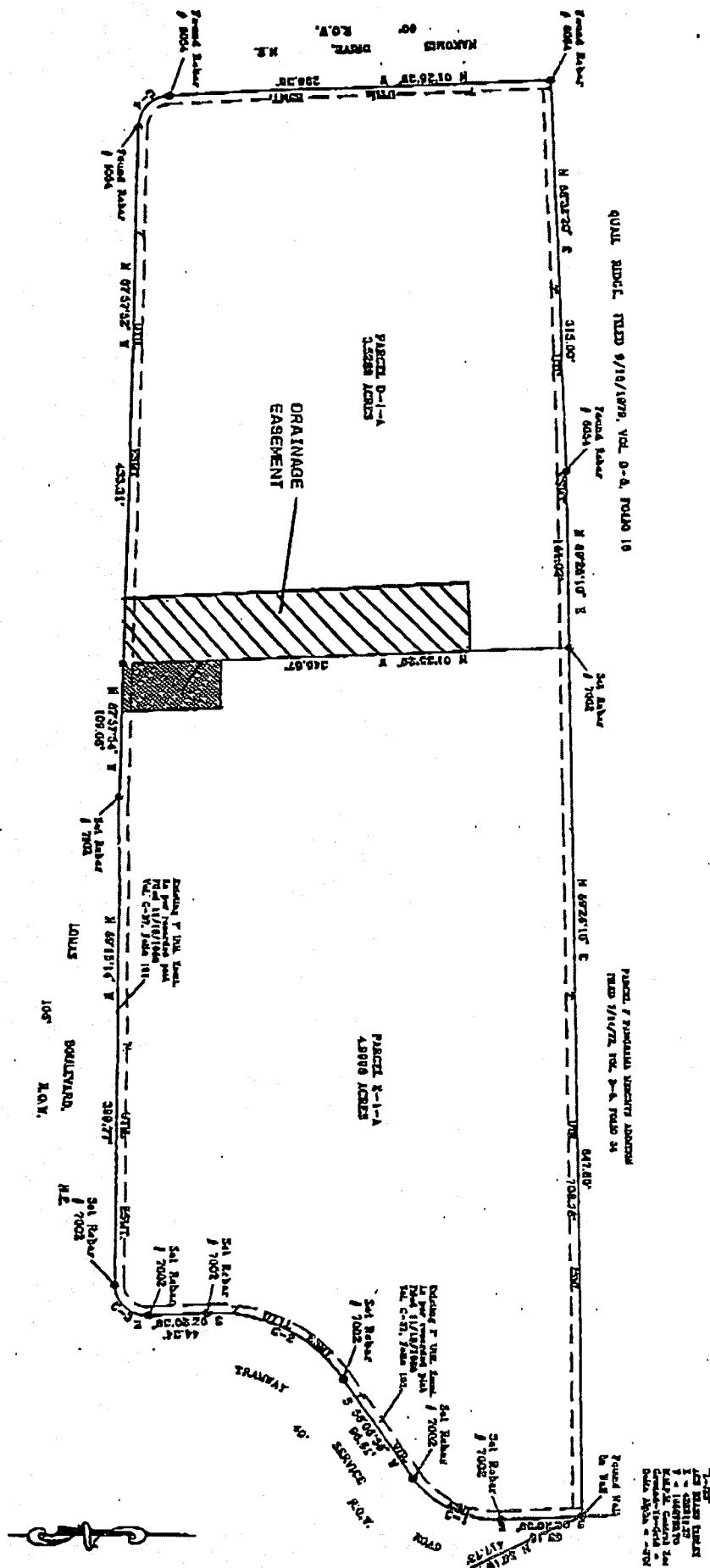
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on March 14,
1996, by John D Stewart, Sr Vice President
of WESTERN BANK of ALBUQUERQUE, Holder of an Equitable Interest.


Notary Public

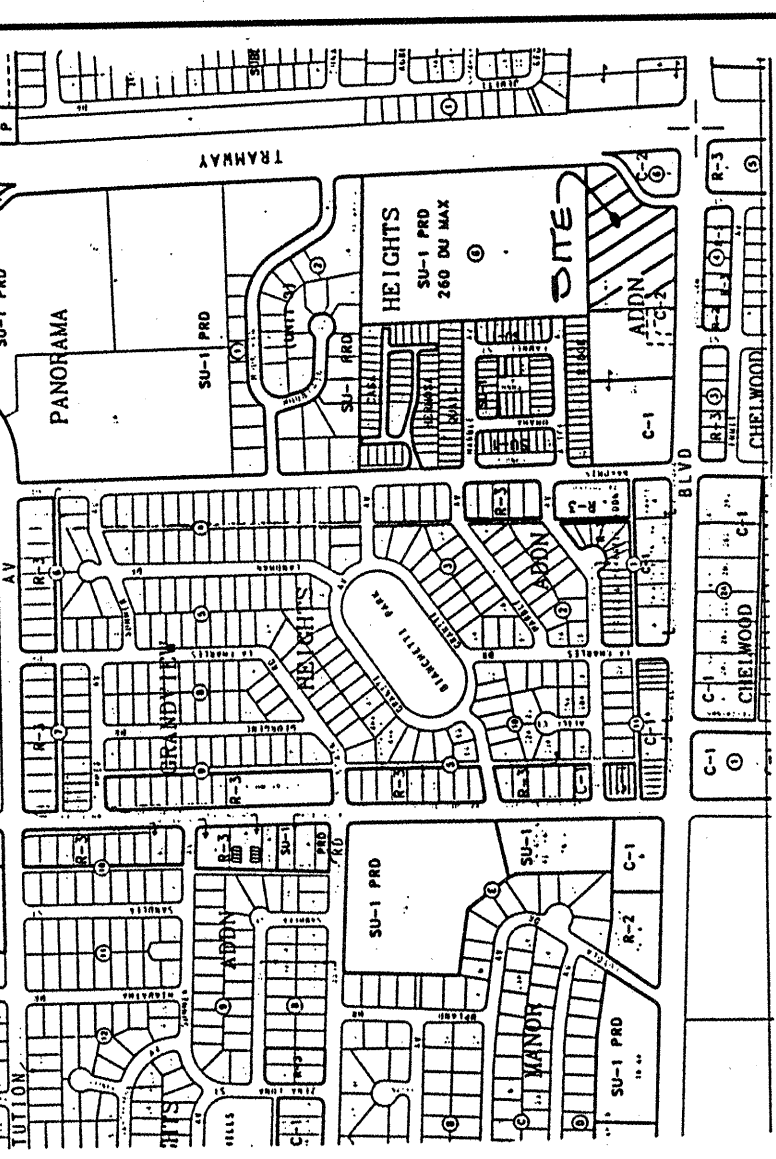
My Commission expires:

12/26/97



QUAIL RIDGE, FILED 9/18/1979, VOL. D-5, FOLIO 18

PARCEL F PANORAMA HEIGHTS ADDITION
FILED 7/14/72, VOL. D-5, FOLIO 34



ZONE MAP: J-22-Z

ACS BENCHMARK
THE STATION MARK IS A STANDARD ACS BRASS TABLE STAMPED "2-23, 1982"
SET 0.4 FT. BELOW THE GROUND WITHIN AN 11 INCH DIA. STEEL CONCRETE BOLT
CENTRAL TO THE FACE OF THE CURB. THE BENCHMARK IS LOCATED AT THE
STATION IN THE MEDIAN.
X=428,211.37, Y=4,486,783.70, Z=5769.252

LEGAL DESCRIPTION
PARCEL F-1-A PANORAMA HEIGHTS ADDITION

- LEGEND
- NEW CONTOUR
 - NEW SPOT ELEVATION
 - EXISTING CONTOUR
 - 1:1 TO 3:1 SLOPE CORLEY MATING WITH C.O.A. HYDRO MULCH SEED MIX AND IRRIGATION
 - EXTENDED STEM WALL
 - RETAINING WALL (DESIGN BY OTHERS)

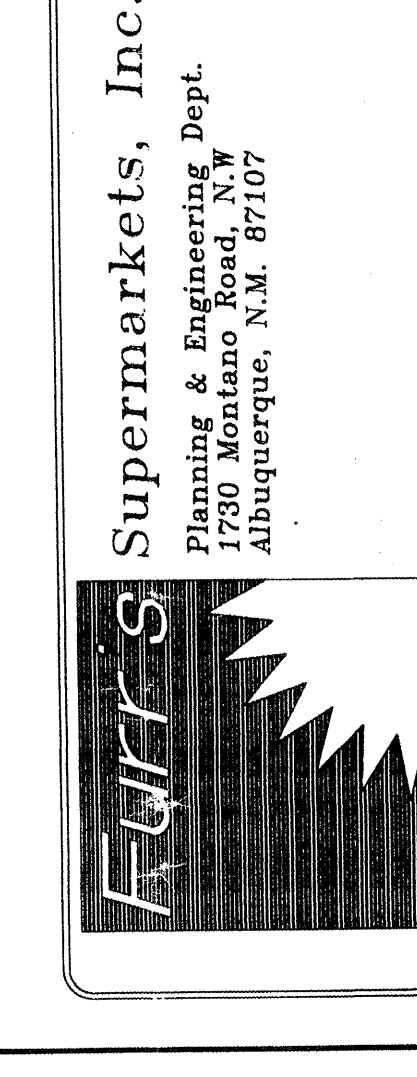
NOTES

1. SITE DOES NOT LIE WITHIN A 100 YEAR FLOOD ZONE.
2. ALL LANDSCAPE AREAS ADJACENT TO BUILDING TO BE GRADED SUCH THAT ROOF RUNOFF DOES NOT POND.
3. CONTRACTOR MUST OBTAIN A TOPSOIL DISTURBANCE PERMIT FROM THE ENVIRONMENTAL HEALTH DIVISION PRIOR TO CONSTRUCTION.
4. CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION SHALL GOVERN ALL WORK.
5. THE CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL DISTRICT COURT ORDINANCES, ORDINANCES AND RULES APPLICABLE FOR PREPARING AND OBTAINING ALL NECESSARY APPLICATIONS AND APPROVALS.
6. THE CONTRACTOR SHALL ENSURE THAT NO SOIL EROSION OCCURS DURING CONSTRUCTION. TEMPORARY EROSION CONTROL BEAMS SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR EARTHWORK. TEMPORARY EROSION CONTROL BEAMS SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR EARTHWORK.
7. THE CONTRACTOR SHALL ENSURE THAT NO SOIL EROSION OCCURS DURING CONSTRUCTION. TEMPORARY EROSION CONTROL BEAMS SHALL BE INSTALLED PRIOR TO ANY EXCAVATION OR EARTHWORK.
8. THE EARTHWORK CONTRACTOR SHALL STAKEOUT ENOUGH MATERIAL ADJACENT TO RETAINING WALL LOCATIONS TO BE UTILIZED FOR WALL BACKFILL.
9. ALL CONCRETE CURBING TO BE 4000 PSI @ 28 DAYS.

RECORD DRAWING

I hereby certify that the information contained on this drawing has been reviewed in accordance with the requirements of the Professional Engineer Act, and that the Engineer is a duly Licensed Professional Engineer in the State of New Mexico. This drawing is a true and correct copy of the original as approved by the Professional Engineer.

Geoffrey J. Kewik, N.M.P.E. 11829 12-7-95

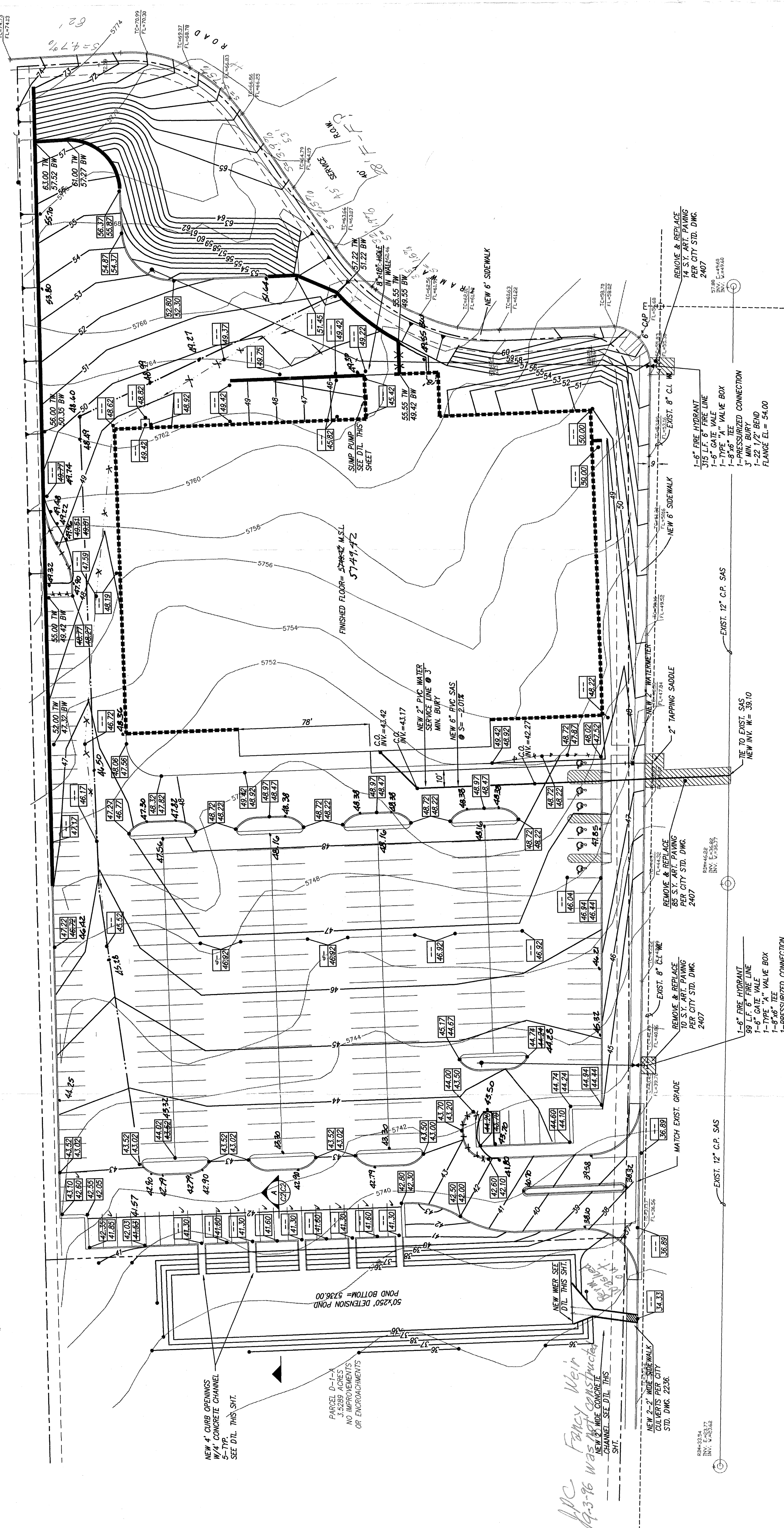


delatorre - rainhart, p.a. architects
north town office park
7500 cobbler's way, suite 200
albuquerque, nm 87109 / 505-823-9011

FURR'S LOMAS-TRAMWAY
GRADING & DRAINAGE PLAN

dmg D. MARK GOODWIN & ASSOCIATES, P.A.
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 90606
ALBUQUERQUE, NM 87109
(505) 345-2010

Designed: G&K Drawn: JMB Checked: DMG Sheet C-2
Scale: AS SHOWN Date: 04/95 Job: 95055



1-6" FIRE HYDRANT
3/4" L.F. 6" FIRE LINE
1-8" GATE VALVE
1-8" GATE VALVE
3" MIN. BURY
1-22 1/2" BEND
FLANGE EL= 54.00

REMOVE & REPLACE
14 S.Y. ART. PAVING
PER CITY STD. D.M.G.
2407

EXIST. 8" C.I. W/ 12" C.P. SAS
REMOVE & REPLACE
TO S.Y. ART. PAVING
PER CITY STD. D.M.G.
2407

NEW 2" FIRE HYDRANT
3/4" L.F. 6" FIRE LINE
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3" MIN. BURY
1-22 1/2" BEND
FLANGE EL= 54.00

NOTICE TO CONTRACTOR

- An excavation/construction permit will be required before beginning any excavation or construction work. The permit must be obtained from the City of Albuquerque, Department of Public Works, Engineering Division, 1730 Montano Road, N.W., Albuquerque, N.M. 87107.
- All work detailed on these plans is to be performed, except as otherwise noted, in accordance with the City of Albuquerque Standard Specifications for Public Works Construction (1986 Edition).
- Two working days prior to any excavation, Contractor must contact the Line Locating Service, 765-1234, for location of existing utilities.
- Prior to construction, the Contractor shall excavate and verify the horizontal and vertical locations of all obstructions. Should a conflict exist, the Contractor shall notify the Engineer so that the conflict can be resolved with a minimum of delay.
- Backfill compaction shall be according to residential street use.
- Maintenance of these facilities shall be the responsibility of the Owner of the property served.
- Contractor is responsible for obtaining excavation permit for the S.O. and for obtaining a Certificate of Occupancy from the City prior to hydrology sign-off for Certificate of Occupancy.

DRAINAGE FACILITIES WITHIN CITY RIGHT OF WAY

Design Approval	HYDROLOGY SECTION	DATE
Inspection Approval	CONSTRUCTION SECTION	DATE
Acceptance	CONSTRUCTION/SECTION/PERMITS	DATE

TOP OF GRADE= 45.30

TYPE "D" INLET

INV= 41.00

58 L.F. 1 1/2" PVC

STA-RITE 1500 SERIES SUBMERSIBLE SUMP PUMP

12'-0" TRANSITION

EL. 38.00

EL. 37.67

EL. 36.00

8" CURB

EL. 34.33

EL. 36.00

11'-4 1/2"

11'-4 1/2"

11'-4 1/2"

11'-4 1/2"

11'-4 1/2"

11'-4 1/2"

COMPACT BERM TO BOX OF OPTIMUM

TEMPORARY EROSION CONTROL BERM

FINISHED ROUGH GRADING

CURB & GUTTER

EROSION CONTROL BERM DETAIL

N.T.S.

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

EROSION CONTROL NOTES

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
- CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL SEDIMENT OUT OF EXISTING RIGHT-OF-WAY.
- CONTRACTOR IS RESPONSIBLE FOR CLEANING UP ANY SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
- EROSION CONTROL BEAMS ARE REQUIRED ALONG WEST & SOUTH SIDES.
- ALL EROSION CONTROL BEAMS MUST BE IN PLACE AND ENGINEER CERTIFIED PRIOR TO BUILDING PERMIT RELEASE.

CONCRETE SPILLWAY DETAIL

N.T.S.

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

CONCRETE CHANNEL DETAIL

N.T.S.

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

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4'-0"

4'-0"

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CONCRETE CHANNEL DETAIL

N.T.S.

4'-0"

4'-0"

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