

CITY OF ALBUQUERQUE

Planning Department
Alan Varela, Director



Mayor Timothy M. Keller

August 27, 2024

David Ploense
Galloway & Company, Inc.
5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111

RE: Sonic
9701 Bluewater NW
Permanent Certificate of Occupancy - ACCEPTED
Engineer's Certification Date: 8/26/2024
Engineer's Stamp Date: 10/6/2023
Hydrology File: K09D048C

Dear Mr. Ploense:

Based on the Engineer's Partial Grading and Drainage Certification received 08/26/2024 and site visit on 8/20/2024, this letter serves as a "green tag" from Hydrology Section for a Permanent Certificate of Occupancy to be issued by the Building and Safety Division.

If you have any questions, please contact me at 505-924-3314 or amontoya@cabq.gov.

Sincerely,

Anthony Montoya, Jr., P.E.
Senior Engineer, Hydrology
Planning Department, Development Review Services

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (DTIS)

Project Title: _____ Hydrology File # _____

Legal Description: _____

City Address, UPC, OR Parcel: _____

Applicant/Agent: _____ Contact: _____

Address: _____ Phone: _____

Email: _____

Applicant/Owner: _____ Contact: _____

Address: _____ Phone: _____

Email: _____

TYPE OF DEVELOPMENT: Plat (# of lots) _____ Single Family Home
All other Developments

RE-SUBMITTAL: YES NO

DEPARTMENT: TRANSPORTATION HYDROLOGY/DRAINAGE

Check all that apply under Both the Type of Submittal and the Type of Approval Sought:

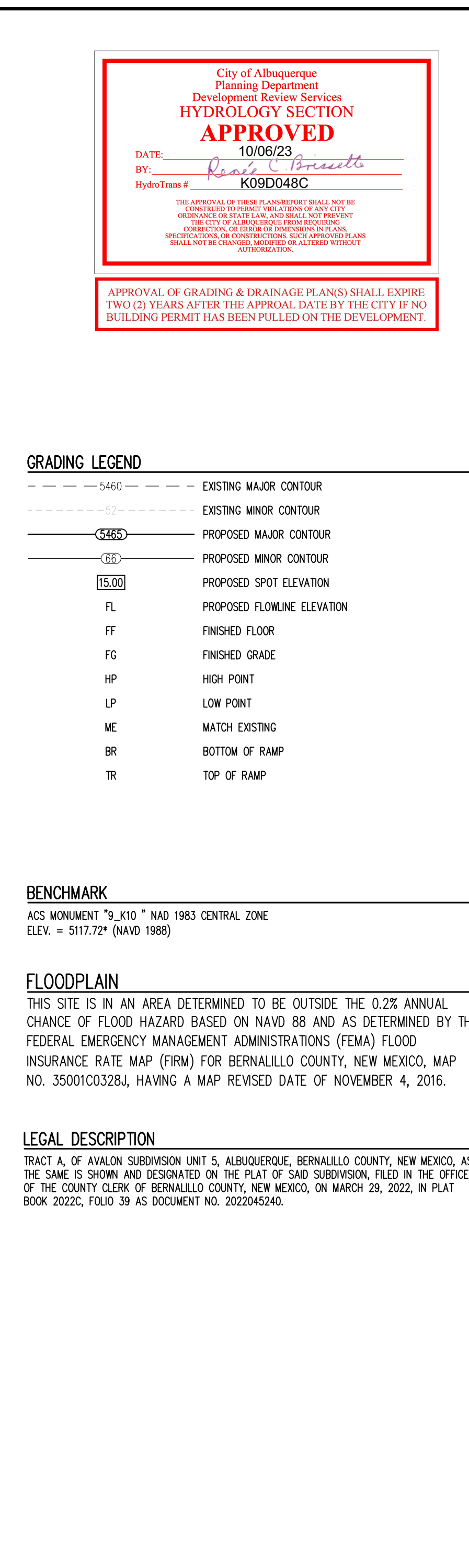
TYPE OF SUBMITTAL:

Engineering / Architect Certification
Conceptual Grading & Drainage Plan
Grading & Drainage Plan, and/or Drainage Report
Drainage Report (Work Order)
Drainage Master Plan
Conditional Letter of Map Revision (CLOMR)
Letter of Map Revision (LOMR)
Floodplain Development Permit
Traffic Circulation Layout (TCL) – Administrative
Traffic Circulation Layout (TCL) – DFT Approval
Traffic Impact Study (TIS)
Street Light Layout
OTHER (SPECIFY) _____

TYPE OF APPROVAL SOUGHT:

Pad Certification
Building Permit
Grading Permit
Paving Permit
SO-19 Permit
Foundation Permit
Certificate of Occupancy - Temp Perm
Preliminary / Final Plat
Site Plan for Building Permit - DFT
Work Order (DRC)
Release of Financial Guarantee (ROFG)
CLOMR / LOMR
Conceptual TCL - DFT
OTHER (SPECIFY) _____

DATE SUBMITTED: _____



DATE

- SOIL PREPARATION AND PAVEMENT DESIGN SHALL BE PER RECOMMENDATIONS FROM A GEOTECHNICAL REPORT PREPARED FOR THIS SITE AS FOLLOWS: GEOTECHNICAL ENGINEERING EXPLORATION AND ANALYSIS: PROPOSED SONIC RESTAURANT
- GEOTECHNICAL ENGINEER:** WESTERN TECHNOLOGIES INC.
- PROJECT NO:** 3222P.J63 **DATE:** AUGUST 25, 2022
- THE CONTRACTOR MUST FULLY REVIEW THIS REPORT PRIOR TO CONSTRUCTION. INFORMATION IN THE GEOTECHNICAL REPORT SUPERSEDES ANY CONFLICTING INFORMATION CONTAINED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. REFER TO GENERAL STRUCTURAL NOTES FOR SPECIFIC SOIL PREPARATION AT SITE STRUCTURES.

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

811

Know what's below.
Call before you dig.

Project No:	MGS000001
Drawn By:	JKS
Checked By:	DMP
Date:	10/02/2023

C2.0

PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME: Sonic - 98th and Bluewater

HYDROTRANS NUMBER: K09D048C

This Drainage Covenant ("Covenant"), between B&B Merritt Real Estate Group, LLC. ("Owner"), whose address is 750 N. 17th Street, Las Cruces, NM 88005 and whose telephone number is (575) 524-8998 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 the City Engineer signs this Covenant.

1. Recital. Owner is the current owner of certain real property described as:
9701 Bluewater Road
Albuquerque, NM 87121

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 ("Drainage Facility") 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 Facilities. 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. K09D048C. A retention pond has been constructed.

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

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

4. City's Right of Entry. 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. Demand for Construction or Repair. 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.

6. Failure to Perform by Owner and Emergency Work by City. 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. Liability of City for Repair after Notice or as a Result of Emergency. 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 hold 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 or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. 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. 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.

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

750 N. 17th Street, Las Cruces, NM 88005

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. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. Binding on Owner's Property. 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. Entire Agreement. 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. Changes to Agreement. Changes to this Covenant are not binding unless made in writing, signed by both parties.

16. Construction and Severability. 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. Captions. 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:

By [signature]:

Name [print]:

Title:

Dated:

Robin Stannos

Robin Stannos

managing member

8/22/24

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO

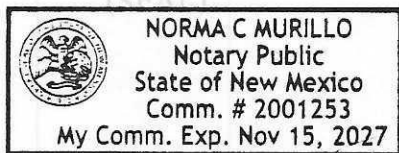
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COUNTY OF BERNALILLO

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This instrument was acknowledged before me on this 22 day of August,
2024, by Robin Stannos (name of person signing permit),
managing member (title of person signing permit) of
Robin Stannos (Owner).



[Signature]

Notary Public

My Commission Expires: Nov. 15, 2027

CITY OF ALBUQUERQUE:

By: _____

Shahab Biazar, P.E., City Engineer

Dated: _____

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____ 20__, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public
My Commission Expires: _____

(EXHIBIT A ATTACHED)