

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

April 12, 2018

Craig Hagelgantz, PE
ABQ Engineering Inc.
8102 Menaul Blvd NE, Suite D
Albuquerque, NM 87110

RE: **Fiesta Kia Auto Group**
7400 Lomas NE
Request for Certificate of Occupancy - Temporary
Hydrology Inspection - Approved
Grading and Drainage Plan Stamp Date: 6/13/18
Certification Dated: 4/5/19
Hydrology File: K19D152

PO Box 1293

Dear Mr. Hagelgantz:

Albuquerque

Based on the submittal received on 4/8/19, this certification is approved in support of Temporary Certificate of Occupancy by Hydrology.

Prior to Permanent Certificate of Occupancy:

NM 87103

1. At the Mesilla St cul-de-sac, the CMU block knock-outs need to be lowered to match grade on the uphill side and the pavement on the downhill side needs to be formed into a swale and match grade with the knock-outs.

www.cabq.gov

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

C: Email Fox, Debi; Tena, Victoria; Sandoval, Darlene; Costilla, Michelle

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between **Bestway Investments LLC** ("Owner"), whose address is **5800 Montana Ave, El Paso TX 79925 3308**, and whose telephone number is (915) 834-6205 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]
Parcel number 1 019 057 114 503 22655, 7400 Lomas Blvd NE, Albuquerque NM 87108

LEGAL DESCRIPTION

- VACATED ALLEY LYING SOUTH OF LTS A-1, A THRU D AND WLY 20 FT
- OF LT E BLK 14 AND NORTH OF LOT P-3 BLK 14 WILLIAMSON'S REP
- L ALSO S/2 OF ALLEY BEING NORTH OF LOT P-4 BLK 14 WILLIAMSON

recorded on 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. Description and Construction of Drainage Facility. 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:

The proposed grading honors existing offsite drainage patterns and directs all runoff towards Lomas boulevard NE. Two new shallow ponds (located between the Lomas Boulevard NE sidewalk and the new onsite parking lot) will capture and contain the first flush drainage runoff.

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

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

4. Benefit to Property. 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.

Doc# 2018064301

07/24/2018 10:46 AM Page: 1 of 4
COV R:\$25.00 Linda Stover, Bernalillo County



5. Inspection of Drainage Facility. 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. Liability of City. 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. 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. 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.

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

12. Effective Date of Covenant. This Covenant shall be effective as of the date of

OWNER:

By [signature]: [Signature]
Name [print]: JAMES DICK
Title: PRESIDENT
Dated: 7-1-18

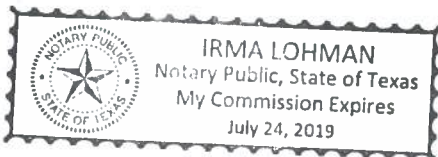
CITY OF ALBUQUERQUE:

By: [Signature] (N)
Shahab Biazar, P.E., City engineer
Dated: 7/20/18

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 1 day of JULY,
2018, by JAMES A. DICK (name of person signing permit),
PRESIDENT (title of person signing permit) of
[Signature] (Owner).



[Signature]
Notary Public
My Commission Expires: 07/24/2019

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 20th day of
JULY, 2018, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.

Charlotte LaBadie
Notary Public
My Commission Expires: March 15, 2021

(EXHIBIT A ATTACHED)

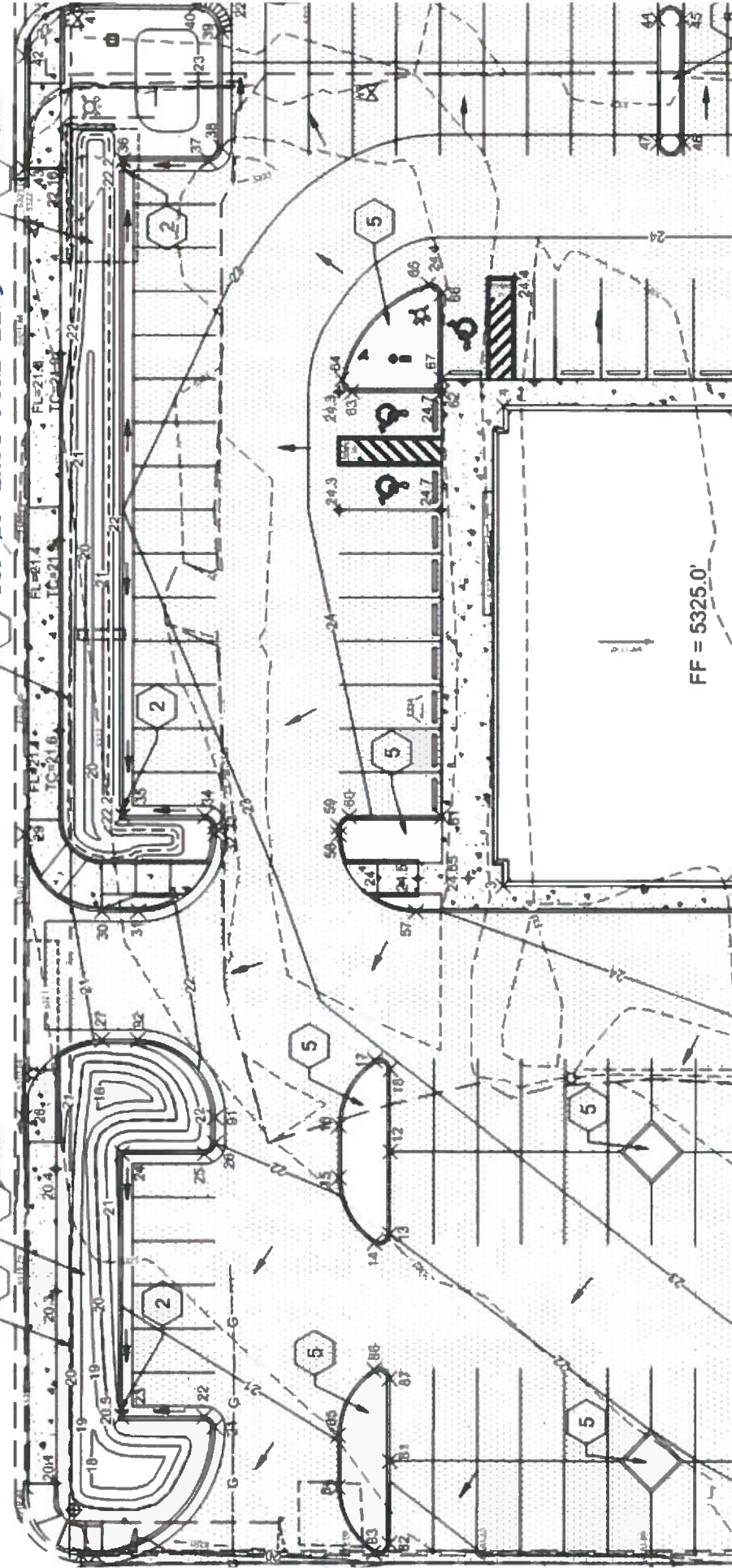
FOUND PK NAIL W/WASHER
"PS 14200"

TOP OF WEST POND 20.0'

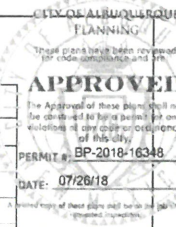
1 POND

TOP OF EAST POND 21.5'

POND



AS-BUILT CERTIFICATION
I, JAMES CRAIG HAGELGANTZ, NMPE #15559, OF THE FIRM ABQ ENGINEERING, INC. HEREBY CERTIFY THIS PROJECT HAS BEEN CONSTRUCTED, GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED 6/13/18. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR RELEASE OF FINANCIAL GUARANTEE AND ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY.
THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THIS CERTIFICATION DOES NOT ADDRESS ADA COMPLIANCE WHICH IS BEYOND THE SCOPE OF GRADING AND DRAINAGE. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.



SMPC Architects
PRINCIPLES OF DESIGN

215 Central Ave. NW
Albuquerque, New Mexico 87102
T 505 256 9668
F 505 256 9665
www.smpcarchitects.com



FIESTA KIA
PERMIT SET
7400 LOMAS, ALBUQUERQUE NEW MEXICO

DATE: 5/14/18
PROJECT #: 17017

DRAWN BY: CAB
CHKD BY: JCH

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SHEET TITLE

SITE GRADING
& DRAINAGE
PLAN

C-101r1
SHEET OF

| Point Table | | | | |
|-------------|-----------|------------|------------|-----------------|
| Point # | Elevation | Northing | Easting | Description |
| 1 | 5324.90 | 1486889.98 | 1546386.44 | COR BLDG |
| 2 | 5324.90 | 1486889.14 | 1546248.45 | COR BLDG |
| 3 | 5324.90 | 1487067.53 | 1546248.71 | COR BLDG |
| 4 | 5324.90 | 1487067.40 | 1546341.44 | COR BLDG |
| 5 | 5324.00 | 1486884.09 | 1546213.10 | PC-2R |
| 6 | 5324.60 | 1486881.02 | 1546214.80 | PCC-15R |
| 7 | 5324.20 | 1486884.08 | 1546202.16 | PT |
| 8 | 5324.15 | 1486884.06 | 1546192.07 | PC-15R |
| 9 | 5324.05 | 1486889.97 | 1546179.42 | PCC-2R |
| 10 | 5324.10 | 1486884.05 | 1546181.10 | PT |
| 11 | 5324.25 | 1486884.07 | 1546196.90 | CL PARKING |
| 12 | 5322.45 | 1487089.57 | 1546197.16 | CL PARKING |
| 13 | 5322.00 | 1487089.59 | 1546181.16 | PC-2R |
| 14 | 5321.90 | 1487092.67 | 1546179.48 | PCC-15R |
| 15 | 5322.10 | 1487099.58 | 1546192.13 | PT |
| 16 | 5322.40 | 1487099.56 | 1546202.22 | PC-15R |
| 17 | 5322.90 | 1487092.61 | 1546214.85 | PCC-2R |
| 18 | 5322.90 | 1487089.55 | 1546213.16 | PT |
| 19 | MATCH EX | 1487149.86 | 1546119.03 | END NEW CURB |
| 20 | 5320.15 | 1487146.79 | 1546118.90 | PC-25R |
| 21 | 5320.70 | 1487123.76 | 1546143.79 | PCC-2R |
| 22 | 5320.70 | 1487125.75 | 1546145.79 | PT |
| 23 | 5320.50 | 1487141.75 | 1546145.81 | COR PARKING |
| 24 | 5321.70 | 1487141.69 | 1546196.81 | COR PARKING |
| 25 | 5321.90 | 1487125.69 | 1546196.79 | PC-2R |
| 26 | 5322.00 | 1487123.68 | 1546198.79 | PT |
| 27 | 5321.07 | 1487145.64 | 1546218.82 | PC-15R |
| 28 | MATCH EX | 1487160.66 | 1546203.78 | PT-END NEW CURB |
| 29 | MATCH EX | 1487160.62 | 1546258.79 | PC-15R |
| 30 | 5321.30 | 1487145.64 | 1546243.82 | PT |
| 31 | 5321.85 | 1487138.58 | 1546243.81 | PC-15R |
| 32 | 5322.65 | 1487123.56 | 1546258.79 | PT |
| 33 | 5322.70 | 1487123.56 | 1546260.29 | PC-2R |
| 34 | 5322.65 | 1487125.56 | 1546262.29 | PT |
| 35 | 5322.20 | 1487141.56 | 1546262.31 | COR PKG |
| 36 | 5322.20 | 1487141.39 | 1546389.81 | COR PKG |
| 37 | 5322.45 | 1487124.76 | 1546389.81 | PC-2.5R |
| 38 | 5322.45 | 1487122.31 | 1546392.30 | PT |
| 39 | 5322.20 | 1487122.28 | 1546414.95 | PC-5R |
| 40 | 5322.15 | 1487127.27 | 1546419.95 | PT |
| 41 | 5322.00 | 1487150.46 | 1546419.98 | PC-10R |
| 42 | MATCH EX | 1487160.48 | 1546410.06 | PT |
| 43 | MATCH EX | 1487160.63 | 1546388.12 | END NEW CURB |
| 44 | 5322.60 | 1487037.27 | 1546417.26 | PC-2.5R |
| 45 | 5322.70 | 1487032.27 | 1546417.25 | PT |

NOTE: ALL ELEVATIONS SHOWN ARE FLOWLINE UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATE
I, Andrew S. Medina, a duly qualified Licensed Professional Surveyor under the laws of the State of New Mexico, do hereby certify that the "as-built" information shown on these drawings was obtained from field construction and "as-built" surveys performed by me or under my supervision and that the "as-built" information shown on these drawings was added by me or under my supervision, and that this "as-built" information is true and correct to the best of my knowledge and belief. I am not responsible for any of the design concepts, calculations, engineering, or other information shown on these drawings.

SAVIA LAND SURVEYORS
1500 15th Avenue NE
Albuquerque, NM 87102
SOS-259-8130
NM PS 12649
4-1-19

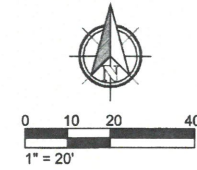
LEGEND NM PS 12649 4-1-19

- 8510 — EXISTING INDEX CONTOUR
- 6509 — EXISTING INTERIM CONTOUR
- 10 — NEW INDEX CONTOUR
- 09 — NEW INTERIM CONTOUR
- +22.8 NEW SPOT ELEVATION
- NEW CONCRETE SIDEWALK
- NEW ASPHALT PAVEMENT
- EXISTING SANITARY SEWER MANHOLE
- NEW SANITARY SEWER MANHOLE
- NEW SANITARY SEWER CLEANOUTS

- DIRECTION OF FLOW
- EXISTING FIRE HYDRANT
- EXISTING GATE VALVE
- EXISTING BUILDING
- NEW BUILDING
- FF FINISH FLOOR ELEVATION

ABQ Engineering
Civil • Structural • Mechanical • Plumbing • Electrical
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tele: 505.255.7802 Proj. No.: 17-045 www.abqeng.com

- KEYED NOTES
- CONSTRUCT PONDING AREA. SEE FIRST FLUSH CALCULATIONS SHEET C-001
 - CONSTRUCT 2' CURB CUT FOR DRAINAGE.
 - EXISTING OFFSITE RUNOFF FROM ADJACENT STREETS DIRECTED ACROSS SITE. OFFSITE FLOW IS NOT PONDED ONSITE AND MATCHES EXISTING HISTORIC FLOW. SEE DRAINAGE NARRATIVE SHEET C-001.
 - TOP OF WATER SURFACE FOR THE WEST POND = 20.0' AND FOR THE EAST POND = 21.5'.
 - LANDSCAPE ISLANDS FINISHED GRADE WILL BE DEPRESSED BY 2" FROM TOP OF CURB ELEVATIONS TO ALLOW FOR FIRST FLUSH PONDED.



SITE GRADING & DRAINAGE PLAN

Scale: 1" = 20'

LAST MODIFIED: Jul 06, 2018 - 10:33am BY USER: Coughlin, J. (JCH) (SOS-259-8130) (NM PS 12649)