

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

June 14, 2018

Mark Goodwin, P.E.
Mark Goodwin & Associates
PO Box 90606
Albuquerque, NM 87199

RE: Family Dollar
1400 Gibson Blvd SE
Grading Plan Stamp Date: 5/11/18
Calculations Stamped: 5/17/18
Hydrology File: L15D049

Dear Mr. Goodwin:

PO Box 1293

Based on the submittal received on 5/25/18, the grading plan and calculations are approved for building permit.

Albuquerque

Prior to Certificate of Occupancy:

NM 87103

www.cabq.gov

1. The Drainage Covenants must be recorded with Bernalillo County and a copy included with the drainage certification.
2. Payment of Fee-in-Lieu will be required for any ponding areas not constructed and certified.
3. City acceptance and close-out of the public Work Order will be required, unless a financial guarantee has been posted.

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



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 09/2015)

Project Title: _____ **Building Permit #:** _____ **City Drainage #:** _____

DRB#: _____ **EPC#:** _____ **Work Order#:** _____

Legal Description: _____

City Address: _____

Engineering Firm: _____ **Contact:** _____

Address: _____

Phone#: _____ **Fax#:** _____ **E-mail:** _____

Owner: _____ **Contact:** _____

Address: _____

Phone#: _____ **Fax#:** _____ **E-mail:** _____

Architect: _____ **Contact:** _____

Address: _____

Phone#: _____ **Fax#:** _____ **E-mail:** _____

Other Contact: _____ **Contact:** _____

Address: _____

Phone#: _____ **Fax#:** _____ **E-mail:** _____

Check all that Apply:

DEPARTMENT:

- ☐ HYDROLOGY/ DRAINAGE
☐ TRAFFIC/ TRANSPORTATION
☐ MS4/ EROSION & SEDIMENT CONTROL

TYPE OF SUBMITTAL:

- ☐ ENGINEER/ ARCHITECT CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
☐ GRADING PLAN
☐ DRAINAGE MASTER PLAN
☐ DRAINAGE REPORT
☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ EROSION & SEDIMENT CONTROL PLAN (ESC)
- ☐ OTHER (SPECIFY) _____

CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☐ BUILDING PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY
- ☐ PRELIMINARY PLAT APPROVAL
☐ SITE PLAN FOR SUB'D APPROVAL
☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
☐ FINAL PLAT APPROVAL
☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
☐ FOUNDATION PERMIT APPROVAL
☐ GRADING PERMIT APPROVAL
☐ SO-19 APPROVAL
☐ PAVING PERMIT APPROVAL
☐ GRADING/ PAD CERTIFICATION
☐ WORK ORDER APPROVAL
☐ CLOMR/LOMR
- ☐ PRE-DESIGN MEETING
☐ OTHER (SPECIFY) _____

IS THIS A RESUBMITTAL?: ☐ Yes ☐ No

DATE SUBMITTED: _____ **By:** _____

COA STAFF: _____ ELECTRONIC SUBMITTAL RECEIVED: _____



D. Mark Goodwin & Associates, P.A.
Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539

*~ 2012 ACEC/NM Award Winner for Engineering Excellence ~
~ 2008 ACEC/NM Award Winner for Engineering Excellence ~*

May 24, 2018

**Mr. Dana Peterson
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103**

Re: Family Dollar 1400 Gibson Blvd SE- Grading Plan (L15D049)

Dear Mr. Peterson;

Below is a response to the comments dated 5/11/18 for the Grading Plan comments at 1400 Gibson Blvd.

- 1. Attached is a copy of the private drainage covenant for the backflow preventer that has been submitted.**
- 2. Attached is a copy of the private drainage covenant for the storm water quality ponds that has been submitted.**
- 3. Attached is a copy of the Fee in Lieu payment with paid receipt.**
- 4. A digital copy of all items has been sent to the PLNDRS@cabq.gov.**
- 5. Stamped Calculations submitted per the comments.**

Please call me if you have any questions.

**Sincerely,
MARK GOODWIN & ASSOCIATES, P.A.**

**Hiram L. Crook
Staff Engineer**

Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc.

Wednesday, May 9 2018

Family Dollar Emergency Spillway

Rectangular

Bottom Width (ft) = 4.00

Total Depth (ft) = 0.50

Invert Elev (ft) = 55.20

Slope (%) = 2.20

N-Value = 0.012

Calculations

Compute by: Known Q

Known Q (cfs) = 6.76

Highlighted

Depth (ft) = 0.26

Q (cfs) = 6.760

Area (sqft) = 1.04

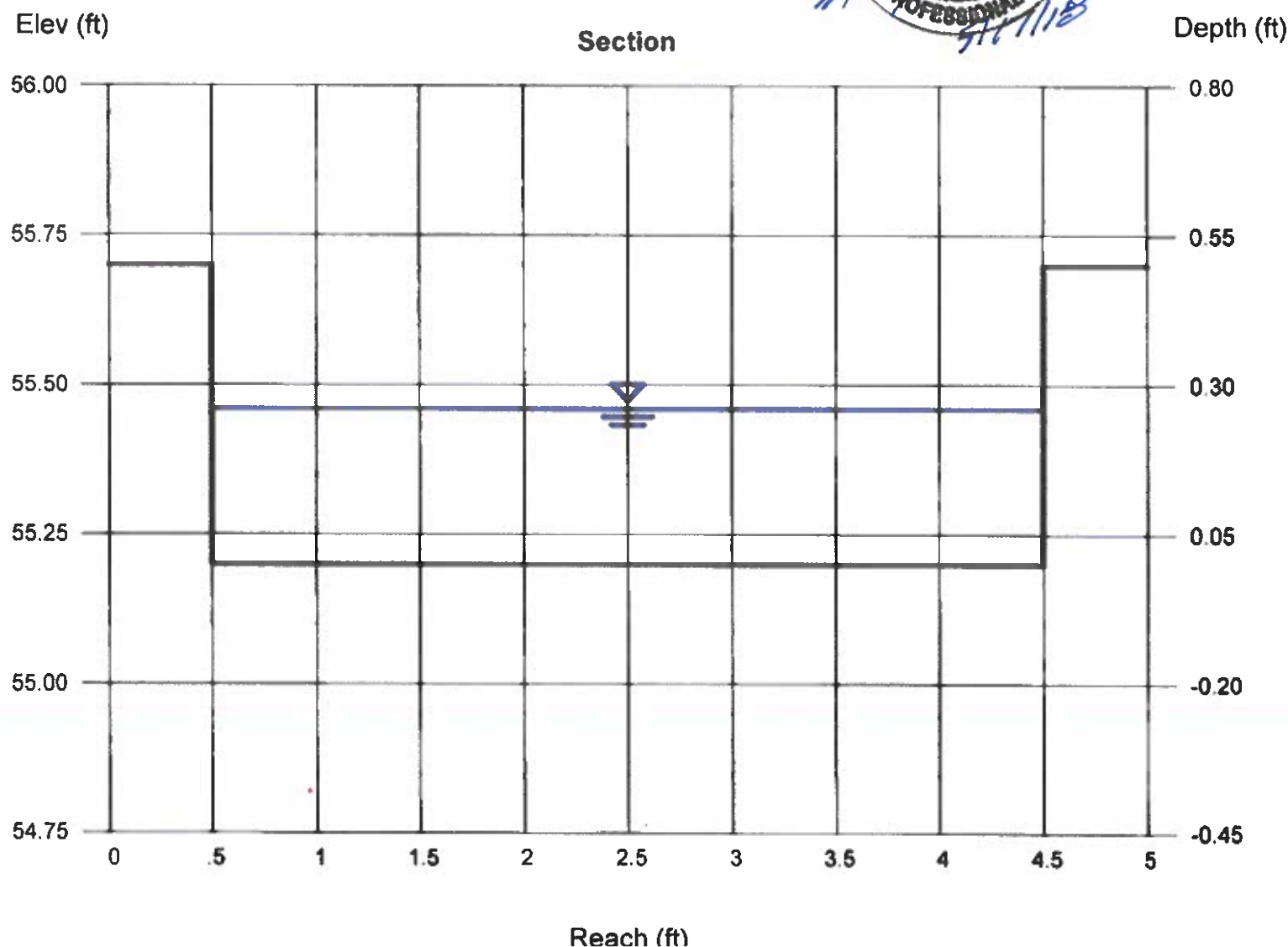
Velocity (ft/s) = 6.50

Wetted Perim (ft) = 4.52

Crit Depth, Yc (ft) = 0.45

Top Width (ft) = 4.00

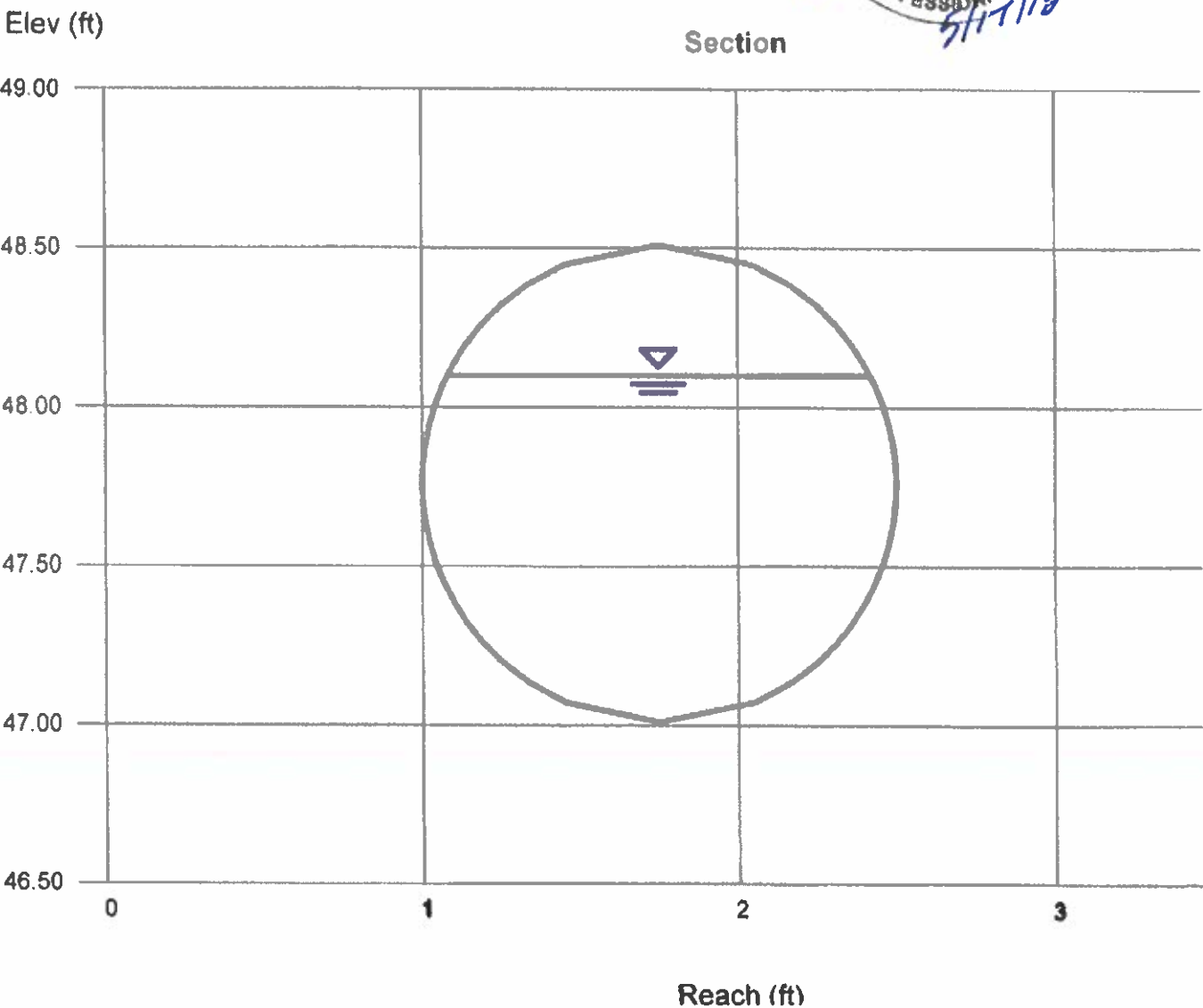
EGL (ft) = 0.92



Channel Report

Family Dollar 18 in RCP

Circular		Highlighted	
Diameter (ft)	= 1.50	Depth (ft)	= 1.09
		Q (cfs)	= 6.760
		Area (sqft)	= 1.38
Invert Elev (ft)	= 47.01	Velocity (ft/s)	= 4.90
Slope (%)	= 2.00	Wetted Perim (ft)	= 3.07
N-Value	= 0.025	Crit Depth, Yc (ft)	= 1.01
		Top Width (ft)	= 1.33
		EGL (ft)	= 1.46
Calculations			
Compute by:	Known Q		
Known Q (cfs)	= 6.76		



Friday, Mar 23 2018

HYDROLOGY NOTES

THE TOTAL SITE IS BOUNDED BY GIBSON BLVD LANE SW TO THE NORTH, AND EXISTING RESIDENTIAL DEVELOPMENT TO THE SOUTH. THE PROJECT SITE IS A COMMERCIAL PROPERTY WITH 3 PROPOSED BUILDINGS.

THE PROJECT SITE CONSISTS OF 1.6354 ACRES. NO OFFSITE FLOWS ENTER THIS SITE. THE SITE IS NOT IN A 100YR FLOOD ZONE.

THE DEVELOPED 100-YR 24-HR FLOW GENERATED FOR THIS SITE IS 6.76 CFS. THE HYDROLOGY WAS CALCULATED PER COA DPM USING AHYMO. $P_m=2.61"$ FROM NOAA 14. THE RESULTS ARE SUMMARIZED IN THE HYDROLOGY TABLE ON THIS SHEET.

THE DRAINAGE BASIN FROM THE DEVELOPED AREA WILL NOT BE CHANGED. ALL RUNOFF WILL BE SURFACE DRAINED TO A TYPE "D" INLET IN A SUMP CONDITION. THE FLOW WILL THEN BE CONVEYED BY A 18" RCP TO AN EXISTING MANHOLE IN GIBSON BLVD.

A STORMWATER BACKFLOW PREVENTER WILL BE INSTALLED WITHIN THE 18" RCP TO PREVENT THE BACKWARD FLOW OF THE FULL 100-YR DISCHARGE OF THE 54" GIBSON STORM SYSTEM. AS A BACKUP SYSTEM, A 4" CONCRETE OVERFLOW SPILLWAY HAS BEEN DESIGNED TO CARRY THE FULL 100 YEAR DISCHARGE OFF THE SIGHT TO STREET GRADES IN GIBSON BLVD. THERE ARE A SERIES OF (3) EXISTING CURB INLETS AT THE INTERSECTION OF GIBSON BLVD AND MULBERRY ST THAT CAN ACCEPT THESE FLOWS.

BASIN DATA

BASIN ID	% D	% C	AREA	Q(100)	VOLUME
100	75	25	1.6354 AC.	6.76 cfs	.2813 AC-FT

FIRST FLUSH

THE REQUIRED PORTION OF THE "FIRST FLUSH" IS TO BE RETAINED ON 3" - 12" DEPRESSED LANDSCAPED AREAS ONSITE. THESE PONDS WILL HOLD THE FIRST FLUSH VOLUME FOR THE BUILDING ROOFS AND ASSOCIATED MARKED PAVING AREAS SHOWN BELOW.

REQUIRED VOLUME = $0.34" \times$ IMPERVIOUS AREA
= $0.34" \times 12 \times (53418 \text{ SF})$
= 1513.53 CF

VOLUME PROVIDED = 686 CF

ONSITE FIRST FLUSH POND					
POND	FIRST FLUSH VOLUME (Cu Ft)	DEPTH (Ft)	ID Area	REQUIRED FIRST FLUSH VOLUME (Cu Ft)	
P1	163	3"	A3	*135	
P2	103	3"	B3	*91	
P3	57	6"	B2	*53	
P4	41	3"	A2	*97	
P5	68	3"			
P6	*156	12"	A1	235	
P7	*98	12"	B1	136	
Total First Flush Credit = 630 Cu Ft					
883 Cu Ft to be Paid					

GENERAL NOTES

- CONTRACTOR MUST OBTAIN A TOPSOIL DISTURBANCE PERMIT FROM THE ENVIRONMENTAL HEALTH DIVISION PRIOR TO CONSTRUCTION.
- CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION SHALL GOVERN ALL WORK.
- THE CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL DUST CONTROL MEASURES AND REQUIREMENTS AND WILL BE RESPONSIBLE FOR PREPARING AND OBTAINING ALL NECESSARY APPLICATIONS AND APPROVALS.
- THE CONTRACTOR SHALL ENSURE THAT NO SOIL ERODES FROM THE LOTS INTO PUBLIC RIGHT-OF-WAY. THIS CAN BE ACHIEVED BY CONSTRUCTING TEMPORARY BERMS AND WETTING THE SOIL TO KEEP IT FROM BLOWING.
- THE EARTHWORK CONTRACTOR SHALL STOCKPILE ENOUGH MATERIAL ADJACENT TO RETAINING WALL LOCATIONS TO BE UTILIZED FOR WALL BACKFILL.
- NO WORK ALLOWED IN THE PUBLIC RIGHT OF WAY WITHOUT AN APPROVED WORK ORDER.

KEY NOTES

- CONSTRUCTION OF 4' WIDE CONCRETE CHANNEL IS TYPE B, 6" DEPTH PER COA STD. DETAIL 2260.
- ALL PROPOSED ONSITE CURB TO BE 6" STANDARD C&G PER COA STD. DETAIL 2415A.

Curve Table						
Curve #	Radius	Length	Delta	tangent	chord	chord dist
C1	2.04'	6.47'	181°29'08"	157.64'	N83°03'55"W	4.09"
C2	218.87'	30.13'	7°53'14"	15.09'	S78°21'21"E	30.11"
C3	294.68'	35.65'	6°55'55"	17.85'	S86°22'15"E	35.63"

LEGEND

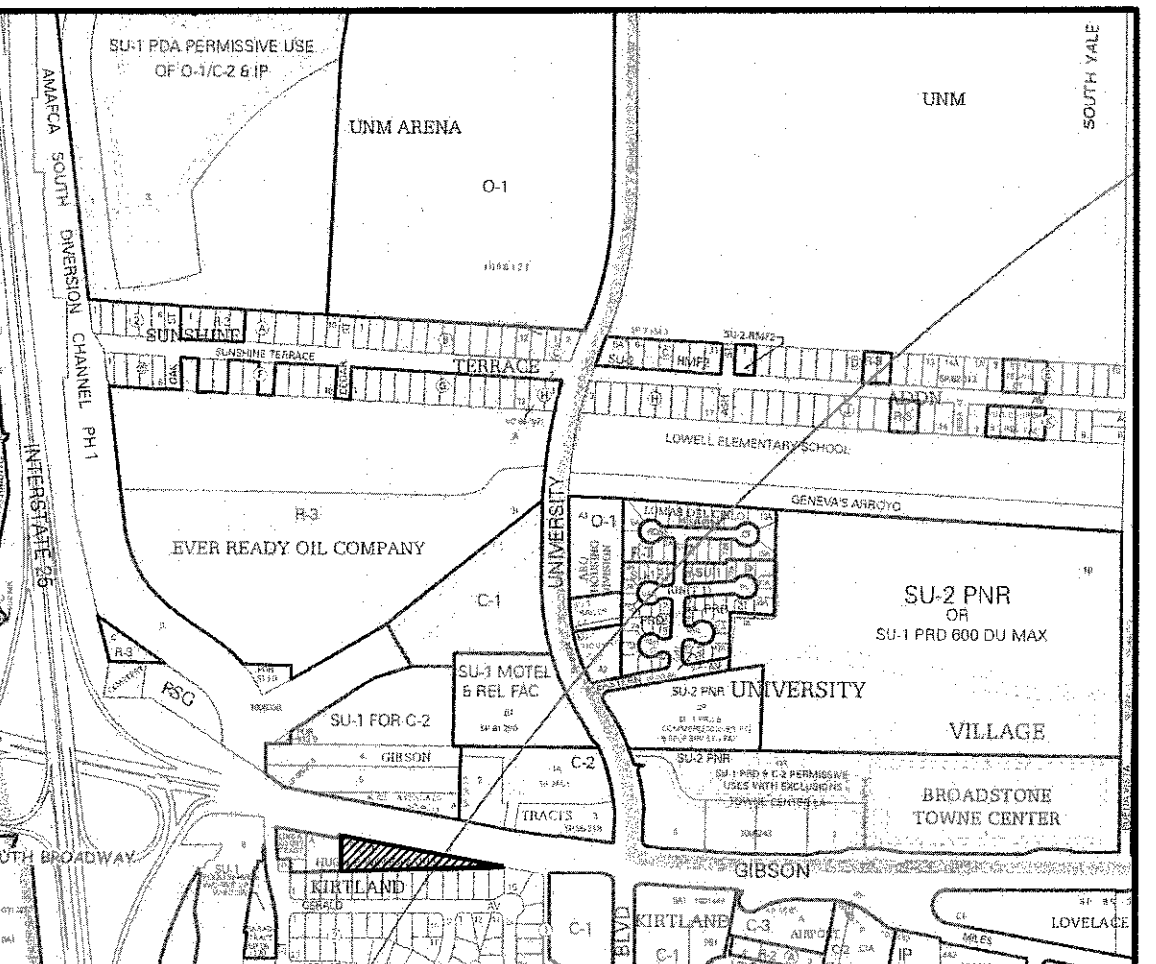
EXISTING LEGEND

- 5065- CONTOUR (MAJOR)
- - - CONTOUR (MINOR)
- == CURB AND GUTTER
- CONCRETE
- WALL
- FENCE - CHAIN LINK
- TOP CURB / FLOW LINE
- SPOT ELEVATION
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN/DROP INLET
- CMP/PVC DRAIN PIPE
- OVERHEAD ELECTRIC/UTILITY LINE
- POLE

- ANCHOR
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WATER MANHOLE
- IRRIGATION CONTROL
- TRAFFIC PULL BOX
- PULLBOX
- LIGHT POLE
- SIGN
- BOLLARD
- DEPRESSED LANDSCAPE
- 55.90 FLOWLINE SPOT ELEVATION

LANDSCAPE BUFFER NOTES:

- Swale to be 6" deep when the distance between back of curb and the sidewalk is 5 feet.
- Swale to be 1" deeper than the distance in feet between the back of curb and the sidewalk for landscape buffers different than 5 feet wide.
- For wide landscape buffers, greater than 10 feet, the maximum depth is 10 inches.
- Final grade of dirt to be 1 to 2 inches below top of curb and top of sidewalk grade.
- Surface between back of curb and sidewalk to be covered with gravel mulch (minimum 3/4"), sodules or rip-rap. Do not fill entire swale.
- A check dam will be required for swales on steeper longitudinal slopes and longer sections. The engineer will determine the location.
- Landscape fabric is recommended, but not required, between the dirt and the stone. If landscape fabric is to be used it is to be permeable.
- Detail is to be built for all new construction. In the case where the sidewalk is existing and the landscape buffer is improved with landscaping and/or some form of erosion protection, this requirement does not apply.



VICINITY MAP ZONE MAP: L-15-Z

LEGAL DESCRIPTION

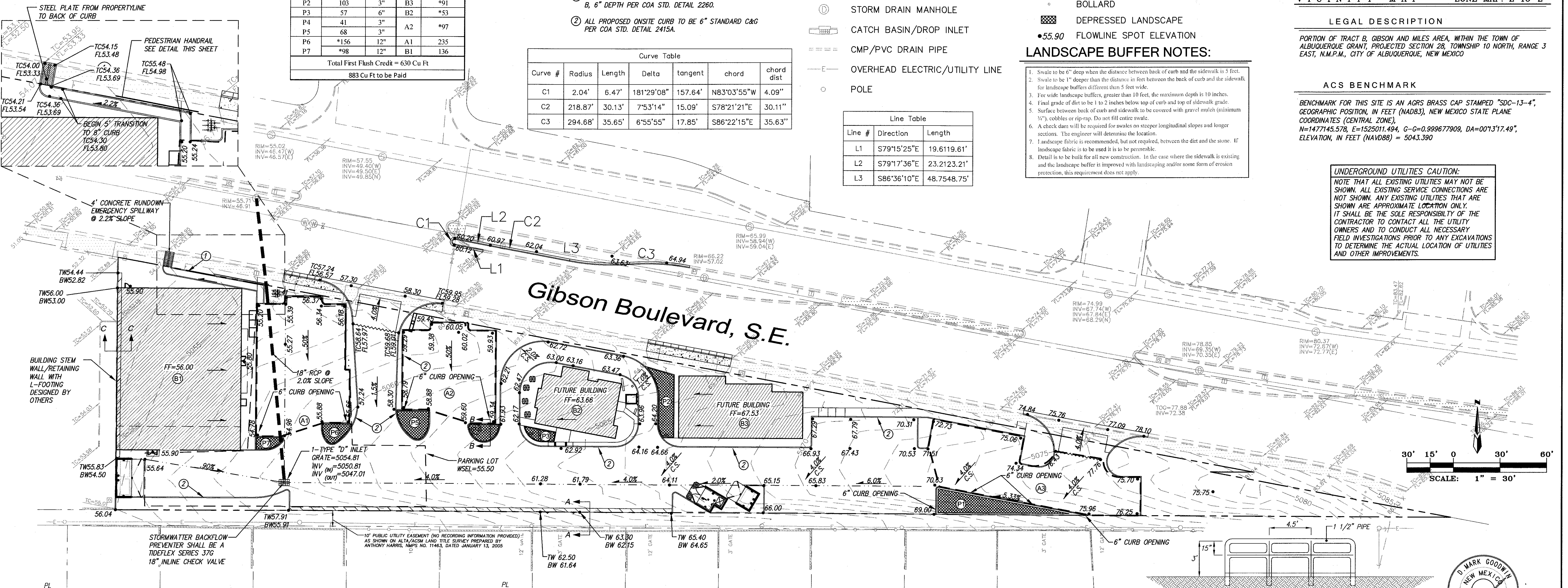
PORTION OF TRACT B, GIBSON AND MILES AREA, WITHIN THE TOWN OF ALBUQUERQUE, GRANT, PROJECTED SECTION 28, TOWNSHIP 10 NORTH, RANGE 3 EAST, N.M.P.M., CITY OF ALBUQUERQUE, NEW MEXICO

ACS BENCHMARK

BENCHMARK FOR THIS SITE IS AN AGRS BRASS CAP STAMPED "SDC-13-4", GEOGRAPHIC POSITION, IN FEET (NAD83), NEW MEXICO STATE PLANE COORDINATES (CENTRAL ZONE), N=1477145.578, E=1525011.494, G-G=0.999677909, DA=001317.49", ELEVATION, IN FEET (NAVD88) = 5043.390

UNDERGROUND UTILITIES CAUTION:

NOTE THAT ALL EXISTING UTILITIES MAY NOT BE SHOWN. ALL EXISTING SERVICE CONNECTIONS ARE NOT SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE APPROXIMATE LOCATION ONLY. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATIONS TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.



SECTION A-A

N.T.S. RETAINING WALL DETAIL (TYP.)

SECTION B-B

N.T.S. DEPRESSED LANDSCAPED DETAIL (TYP.)

SECTION C-C

N.T.S. DEPRESSED LANDSCAPED DETAIL (TYP.)

EMERGENCY SPILLWAY OUTFALL

N.T.S. 2- 2" SIDEWALK CULVERTS (TYP.) AT GIBSON OUTFALL

EMERGENCY SPILLWAY OPENING

N.T.S. 4' WIDE CONCRETE RUNDOWN (TYP.) AT ENTRANCE

FAMILY DOLLAR STORE
GRADING & DRAINAGE PLAN

MARK GOODWIN & ASSOCIATES, P.A.
CONSULTING ENGINEERS
P.O. BOX 90606
ALBUQUERQUE, NEW MEXICO 87199
(505)828-2200, FAX (505)797-9539

Designed: DMG Drawn: DER Checked: DMG Sheet 1 of 1
Scale: 1" = 30' Date: 11/10/17 Job: A16075

Series 37G

- ▶ Fits inside pipe I.D.
- ▶ Fastened with internal expansion clamp.
- ▶ Features all-elastomer, maintenance-free design.
- ▶ Is custom-built to customer specifications.
- ▶ Closes on entrapped solids.

Materials of Construction

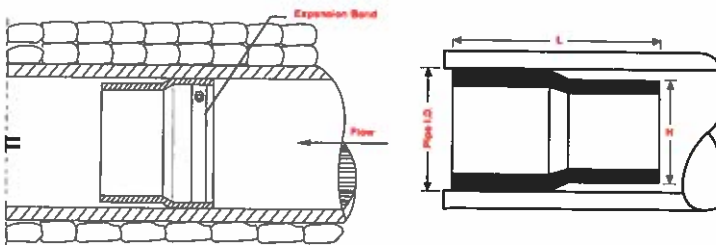
- ▶ Valves are available in pure gum rubber, neoprene, Hypalon®, buna-N, Viton® and EPDM.
- ▶ Stainless steel expansion clamps.



The Series 37G InLine Check Valve was developed specifically for installations where clearance below the invert of a pipe is insufficient to clear the flange of the standard Series 37. The 37G effectively has a zero face-to-face dimension since it can be completely slipped into an existing pipe. Piping modifications are not required to provide space for the valve. The Series 37G design uses the slip-on principle in reverse.

A special clamp that expands outward is provided to secure the valve to the inside of a pipe, enabling the valve to be installed easily on the outlet pipe from a manhole, such as in a CSO system.

The pressure drop of the Series 37G is increased because of the smaller I.D. required to fit the check valve in the line. Tideflex® Technologies recommends the valves be pinned to the pipe. Each clamp has four pre-drilled holes to allow installation of anchors/bolts. Contact our engineering staff for additional information.



Dimensions Series 37G Check Valve

Nominal Size* (Pipe I.D.)	Length L	Height of Bill H	Max. Backpressure (psi)	
			Standard Tideflex®	With Saddle Support
2	5	1 7/8	150	CONTACT FACTORY
3	5 1/2	2 7/8	100	
4	7	3 7/8	75	
6	11	5 7/8	75	
8	12 1/2	7 7/8	60	
10	15 1/2	9 7/8	45	
12	18 1/2	11 7/8	35	
14	22	13 3/4	25	
16	23	15 3/4	20	
18	24	17 3/4	15	
20	32	19 3/4	10	
24	37	23 3/4	10	
30	41	29 3/4	8	
36	47	35 3/4	8	
42	49	41 1/2	5	
48	52	47 1/2	5	
54	57	53 1/2	5	
60	64	59 1/2	5	
72	73	71 1/2	5	

Numbers indicate maximum dimensions in inches.

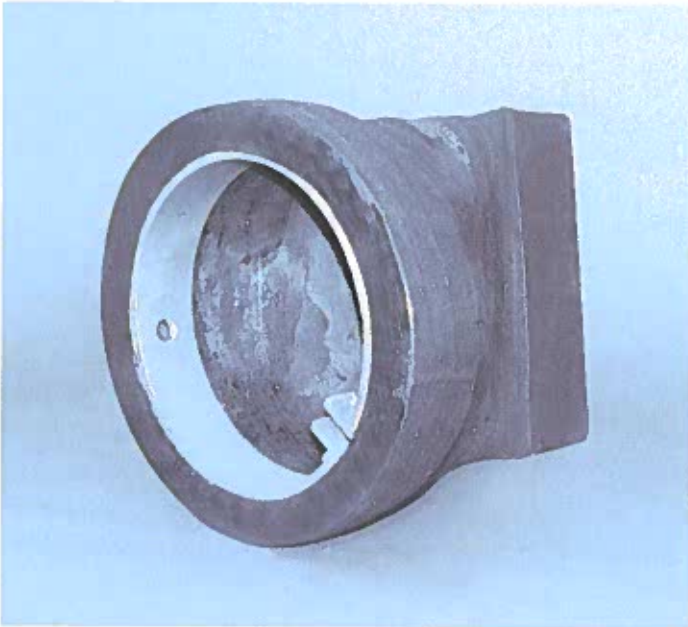
Contact engineering staff to verify overall dimensions.

* Other sizes available; consult factory. Valves are also made for non-standard pipe I.D.'s.

SERIES 37G

IN-LINE CHECK VALVES

INSTALLATION, OPERATION, AND MAINTENANCE MANUAL



The revolutionary design of the Series 37-G In-Line Check Valve provides superior backflow protection. This unique "duckbill" design eliminates costly backflow from oceans, rivers, and other waterbodies and piping systems.

The Series 37G is available in a wide variety of elastomers and is designed to meet your exact flow specifications.

The "Cuff" of the Series 37G valves are constructed to have the same outside diameter as the inside diameter of the mating pipe. This allows the valve to be inserted into the pipe and held in place by means of an internal expansion clamp. **Tideflex® Technologies recommends pinning all Series 37G valves for added security and stability.**

37G's effectively have a zero face-to-face dimension because they fit completely inside of the pipe. No modification of piping is required provided adequate pipe length exists.

- Simple Design
- Cost Effective
- No Hinges, Levers or Springs
- Minimal Routine Maintenance

IMPORTANT

Please take a moment to **review this manual**. Before performing any maintenance on the valve be sure the pipeline has been depressurized. The improper installation or use of this product may result in personal injury, product failure, or reduced product life. Tideflex® Technologies can accept NO liability resulting from the improper use or installation of this product. If you have any questions or problems, please call the customer service department at (412) 279-0044. We appreciate your comments. Thank you for choosing Tideflex® Technologies.

INSTALLATION

1. Inspection of Valve

Check inside diameter of pipe section for rough or damaged areas. Surface should be uniform and relatively smooth. Long gouges or cracks may allow water to pass and should be filled prior to installation. The exterior of the Series 37G should have a rough texture resembling a cloth pattern. This will help the valve grip the walls of the pipe.

2. Valve Orientation

The bill of the Series 37G must be installed vertically. Valves to 18" (nominal) are supplied with a single clamp. The clamp turnbuckle should be oriented at top dead center.

Valves 24"—48" (nominal) are supplied with two clamps. The turnbuckles should be oriented 180° apart. Valves 60"—72" (nominal) are supplied with three clamps. Turnbuckles should be oriented 120° apart.

3. Pipe Dimensions

Every Series 37G is designed and built to fit into a specific pipe inside diameter. Different pipe materials such as concrete, HDPE, steel, and PVC have different I.D. dimensions for the same nominal pipe size. Do not attempt to install a Series 37G into a pipeline for which it was not intended.

4. Preparation

The Series 37G uses expanding clamp(s) to exert pressure outwards on the walls of the valve to "wedge" it in place within the pipe. The walls of the pipe should be clean and free of debris prior to installation.

5. Securing

The valve should be inserted fully into the pipe so that no part of the cuff or bill extends outside the pipe. Ensure that the valve is not "slanted" at an angle, with the bill pointing upwards or downwards. The valve centerline should be parallel to the pipe centerline.

Tideflex® Technologies recommends pinning the Series 37G on all installations. See below.

Four pre-drilled holes are provided in each expansion clamp. At least one clamp should be pinned. On exposed pipe, holes can be drilled through the valve and pipe, and a bolt run through secured with a nut. For buried pipe, silicon or similar sealant should be used to seal bolts.

NEVER...

Install the Valve at An Angle

NEVER...

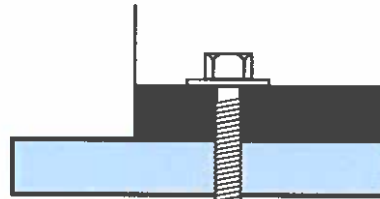
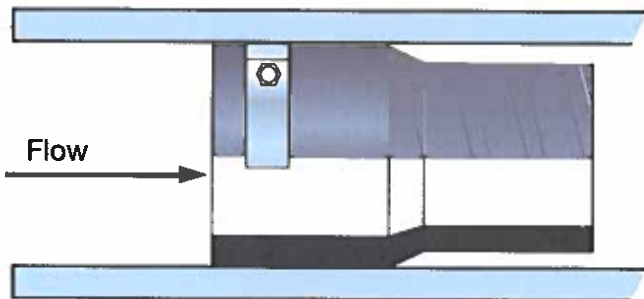
Use Sharp Tools on Rubber

NEVER...

Exceed Design Back Pressure

NEVER...

Install the Valve Backwards



INSTALLATION NOTES FOR SERIES 37G

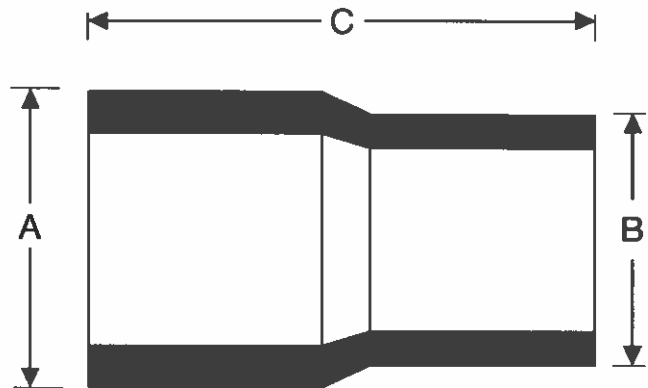
A. It is important that the Series 37G are installed level within the pipe. An equal amount of space must exist above and below the end of the bill. The Series 37G may "gap open" if installed improperly.

B. The bill of the Series 37G must have room to expand outwards, while bottom of the bill area rises. The area around the bill must be kept free of debris to allow the bill to close in order for the valve to seal properly.

C. The Series 37G effectively reduces the inside diameter of the pipe in which it is installed, creating a restriction. It may also create a "ledge" inside the pipe, causing standing water.

D. Back pressure in excess of the maximum line pressure may invert the sleeve and cause valve failure.

E. Should the conditions that the Series 37G was designed for change, (line pressure, back pressure, chemical compatibility) the performance of the valve may suffer.



Nominal Pipe I.D./Valve Size* (A)	Maximum Bill Height (B)	Maximum Length (C)	Maximum Back Pressure (psi)
6"	5-7/8"	11"	75
8"	7-3/4"	12-1/4"	75
10"	9-3/4"	15-1/4"	65
12"	11-3/4"	18-1/4"	65
14"	13-1/2"	21-1/4"	50
16"	15-1/2"	22-3/4"	50
18"	17-1/2"	23-3/4"	25
20"	19-1/2"	31-3/4"	25
24"	22"	37"	25
30"	27"	40-1/2"	15
36"	34"	46-3/4"	15
42"	40"	49"	10
48"	45"	51-1/2"	10
60"	57"	63-7/8"	10
72"	69"	72-1/2"	10

*For pipe I.D.'s other than the nominal pipe I.D.'s shown, consult factory to verify 37G dimensions.

MAINTENANCE

1. Inspection

Valves should occasionally be inspected for damage, wear, and buildup of debris. The frequency of the inspections should be determined by the severity of the service and the environment in which it operates.

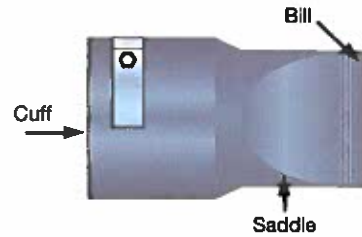
The clamp should be checked for proper tension, and be sure that the inside of the valve is free of debris. Soft marine growth is normal on valves in submerged applications, and because hard marine growth such as barnacles will not bond well to the Tideflex® they can be easily removed. Also insert pins to ensure they are tight.

STORAGE

If your Series 37G is to be stored for a period of time prior to installation, the following storage guidelines will help to preserve the valve and assure a trouble-free installation.

1. Store in a clean, cool, dry location. Avoid exposure to light, electric motors, dirt, or chemicals.
2. Store valve vertically on floor or pallet.
3. Store valve to prevent other items from contacting check sleeve to prevent possible damage.

4. Store this manual with the valve, so that is readily available at time of installation.



TROUBLESHOOTING GUIDE

SLEEVE INVERTED

- Excessive back pressure, water surge, or water hammer.

LEAKING AROUND PERIMETER OF VALVE

- Tighten Clamp
- Check for cracks and holes in surface of pipe

BACKFLOW

- Debris lodged inside bill
- Debris built up beneath bill

TIDEFLEX® TECHNOLOGIES WARRANTY

WARRANTIES - REMEDIES - DISCLAIMERS - LIMITATION OF LIABILITY

Unless otherwise agreed to in writing signed by Tideflex® Technologies, all Products supplied by Tideflex® Technologies will be described in the specifications set forth on the face hereof.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE).

Tideflex® Technologies Products are guaranteed for a period of one year from date of shipment, against defective workmanship and material only, when properly installed, operated and serviced in accordance with Tideflex® Technologies' recommendations. Replacement for items of Tideflex® Technologies manufacture will be made free of charge if proved to be defective within such year; but not claim for transportation, labor or consequential damages shall be allowed. We shall have the option of requiring the return of the defective product to our factory, with transportation charges prepaid, to establish the claim and our liability shall be limited to the repair or replacement of the defective product, F.O.B. our factory. Tideflex® Technologies will not assume costs incurred to remove or install defective products nor shall we incur back charges or liquidated damages as a result of warranty work. Tideflex® Technologies does not guarantee resistance to corrosion erosion, abrasion or other sources of failure, nor does Tideflex® Technologies guarantee a minimum length of service, or that the product shall be fit for any particular service. Failure of purchaser to give prompt written notice of any alleged defect under this guarantee forthwith upon its discovery, or use, and possession thereof after an attempt has been made and completed to remedy defects therein, or failure to return product or part for replacement as herein provided, or failure to install and operate said products and parts according to instructions furnished by Tideflex® Technologies, or failure to pay entire contract price when due, shall be a waiver by purchaser of all rights under these representations. All orders accepted shall be deemed accepted subject to this warranty which shall be exclusive of any other or previous warranty, and shall be the only effective guarantee or warranty binding on Tideflex® Technologies, anything on the contrary contained in purchaser's order, or represented by any agent or employee of Tideflex® Technologies in writing or otherwise, notwithstanding implied warranties. TIDEFLEX® TECHNOLOGIES MAKES NO WARRANTY THAT THE PRODUCTS, AUXILIARIES AND PARTS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.

Tideflex
Technologies

600 North Bell Avenue

Carnegie, PA 15106

phone: 412 279-0044

fax: 412 279-7878

WEB: www.tideflex.com

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between 1400 GBSE, LLC ("Owner"), whose address is 5850 Eubank Blvd. NE, Suite B-62, Albuquerque, NM 87111, and whose telephone number is (505) 275-0000 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] 1400 Gibson Blvd. SE, Albuquerque, New Mexico 87106. The legal description is more particularly described in Exhibit "A"

recorded on January 9, 2018, as Document No. 2018002428 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. **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:
Ponds P1, P2, P3, P4, P5, P6, and P7.

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.

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 signature of the Owner.

OWNER: 1400 GBSSE, LLC

CITY OF ALBUQUERQUE:

By [signature]: [Signature]

By: _____

Name [print]: BRET BLANCHARD

Shahab Biazar, P.E., City engineer

Title: CO-MANAGING MEMBER

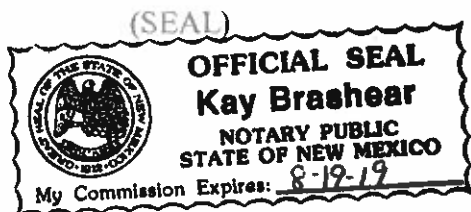
Dated: _____

Dated: 5/24/18

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 24 day of May,
20 18, by Bret Blanchard (name of person signing permit),
Co-managing member (title of person signing permit) of
1400 GBSSE, LLC (Owner).



Kay Brashear
Notary Public
My Commission Expires: 8-19-19

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)

EXHIBIT A

A certain tract of land lying and situate within Section 28, Township 10 North, Range 3 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico comprising the remaining portion of Tract lettered "B", Gibson and Miles Area, Tract "A", "B", "C" & "D" of Land of Hugh B. Woodward, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 22, 1965, in Plat Book D3, Folio 110, and being more particularly described as follows:

BEGINNING at the Northwest corner of said tract, being a point on the South right-of-way line of Gibson Boulevard, S.E., marked by a set number 4 rebar with yellow plastic cap "PS 11993", from whence a tie to AMAFCA right of way marker SDC 13-3 bears N 30 deg. 08' 51" W, a distance of 2,178.49 feet; Thence, from said point of beginning S 79 deg. 29' 35" E, along said South right-of-way line, a distance of 744.23 feet to an angle point marked by a found number 4 rebar (bent); Thence, N 89 deg. 43' 41" W, a distance of 27.77 feet to an angle point marked by a found number 4 rebar; Thence, S 79 deg. 20' 58" E, a distance of 158.18 feet to the most easterly corner of described tract marked by a set number 4 rebar with plastic cap "PS 11993"; Thence, leaving said South right-of-way line, N 89 deg. 49' 52" W, a distance of 859.49 feet to the Southwest corner of described tract marked by a set number 4 rebar with a yellow plastic cap "PS 11993"; Thence, N 00 deg. 00' 53" W, a distance of 162.28 feet to the point of beginning.

**PRIVATE FACILITY
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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:
Inline Check Valve at the Type D Inlet.

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.

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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.

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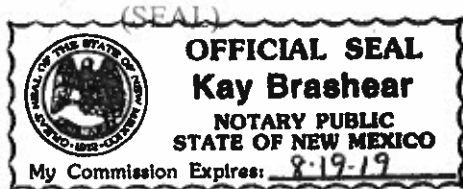
12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

Dated: 5/24/18

Dated: _____

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 24 day of May,
2018, by Bret Blanchard (name of person signing permit),
co-managing member (title of person signing permit) of
1400 BBSE, LLC (Owner).



Notary Public
My Commission Expires: 8-19-19

[illegible]

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.

Notary Public
My Commission Expires:

EXHIBIT A

A certain tract of land lying and situate within Section 28, Township 10 North, Range 3 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico comprising the remaining portion of Tract lettered "B", Gibson and Miles Area, Tract "A", "B", "C" & "D" of Land of Hugh B. Woodward, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 22, 1965, in Plat Book D3, Folio 110, and being more particularly described as follows:

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TREASURY DIVISION DAILY DEPOSIT

Transmittals for:
PROJECTS Only

Payment In-Lieu for Storm Water Quality Volume Requirement

CASH COUNT	AMOUNT	ACCOUNT NUMBER	FUND NUMBER	BUSINESS UNIT	PROJECT ID	ACTIVITY ID	AMOUNT
TOTAL CHECKS	\$ 7,064.00	461615	305	PCDMD	24_MS4	7547210	\$ 7,064.00
TOTAL AMOUNT						TOTAL DEPOSIT	\$7,064.00

Hydrology#: L15D049 Name: 1400 Gibson Development
Payment In-Lieu For Storm Water Quality
Volume Requirement

Address/Legal Description: 1400 Gibson Blvd SE
GIBSON AND MILES AREA TR B LANDS OF HUGH B WOODWARD

DEPARTMENT NAME: Planning Department/Development Review Services, Hydrology

PREPARED BY Dana Peterson PHONE 924-3695

BUSINESS DATE _____

DUAL VERIFICATION OF DEPOSIT _____
EMPLOYEE SIGNATURE

AND BY _____
EMPLOYEE SIGNATURE

REMITTER: _____

AMOUNT: _____

BANK: _____

CHECK #: _____ DATE ON CHECK: _____

The Payment-in-Lieu can be paid at the Plaza del Sol Treasury, 600 2nd St. NW. **Bring three copies of this invoice to the Treasury** and provide a copy of the receipt to Hydrology, Suite 201, 600 2nd St. NW, or e-mail with the Hydrology submittal to PLNDRS@cabq.gov.