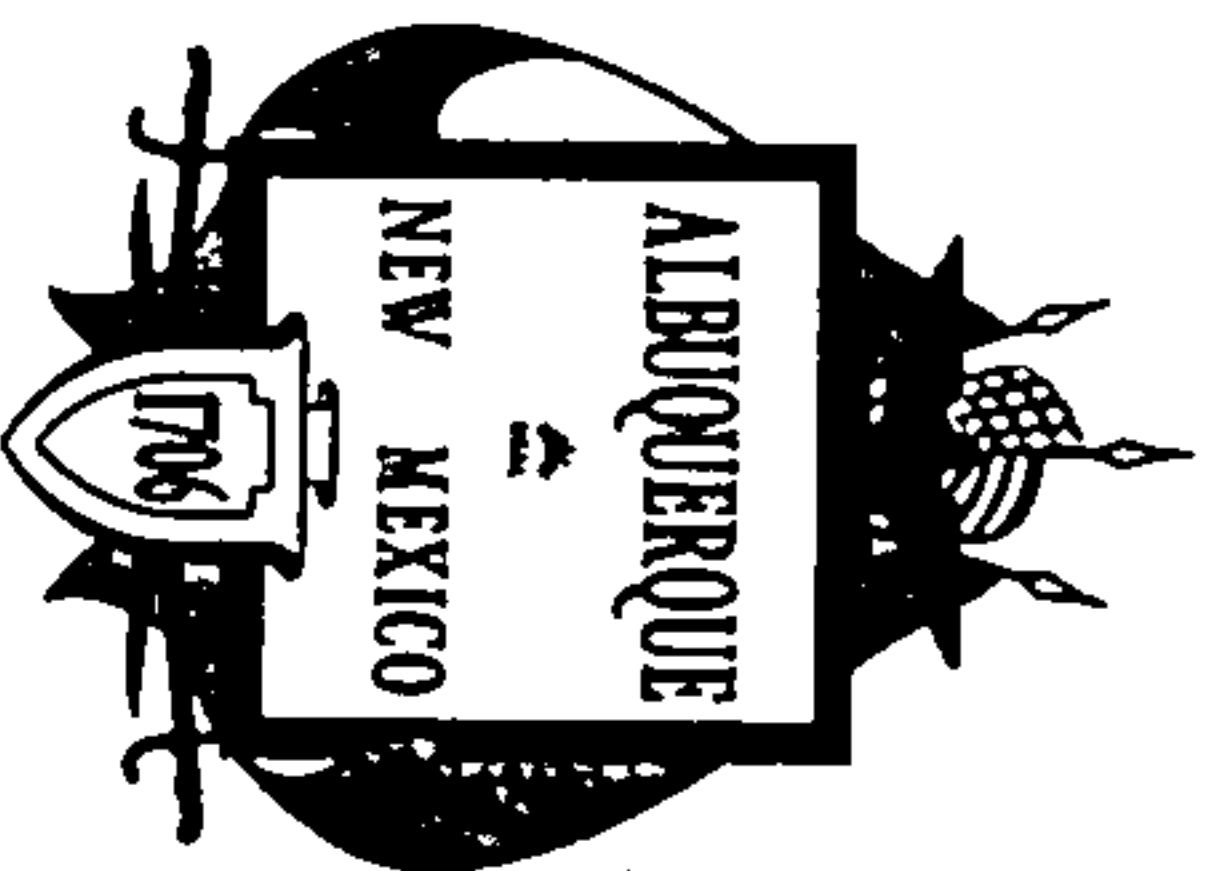




City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

July 1, 2003

Martin Garcia, PE
ABQ Engineering
1631 Eubank Blvd. NE
Albuquerque, NM 87112

**RE: Lot 10 Coors/Arenal Industrial Park Subdivision
Grading and Drainage Plan (M-10/D16A)
Engineer's Stamp Dated June 16, 2003**

Dear Mr. Garcia:

Based on the information provided in your submittal received June 17, 2003, the above referenced plan cannot be approved for Building Permit until the attached Private Drainage Facility Covenant is completed and submitted to Kathy Jaramillo (Design Review Section – Development and Building Services Division) per the preliminary plat approval letter for Coors/Arenal Park master plan dated January 23, 2002.

If you have any questions please call me at 924-3982.

Sincerely,

Carlos A. Montoya, PE
City Floodplain Administrator

C: File

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/11/2002)

M-10/D164

T.P.

PROJECT TITLE: Lot 10 Coors/Atlanta Subdivision ZONE MAP/DRG. FILE #: M-10-2
DRB #: EPC#: WORK ORDER#:

LEGAL DESCRIPTION: Lot 10 Coors/Atlanta Industrial Park Subdivision
CITY ADDRESS:

ENGINEERING FIRM: ATDQ ENGINEERING, LLC CONTACT: Matthew Graham
ADDRESS: 1631 GURBANKIE SUITE C PHONE: 255-7802
CITY, STATE: ATLANTA GA ZIP CODE: 31112

OWNER: Betty Gail Wadon CONTACT: Betty Gail Wadon
ADDRESS: 1625 LEO BAYO SUITE 210 PHONE: 877-5844
CITY, STATE: ATLANTA GA ZIP CODE: 31105

ARCHITECT: CONTACT:
ADDRESS: PHONE:
CITY, STATE: ZIP CODE:

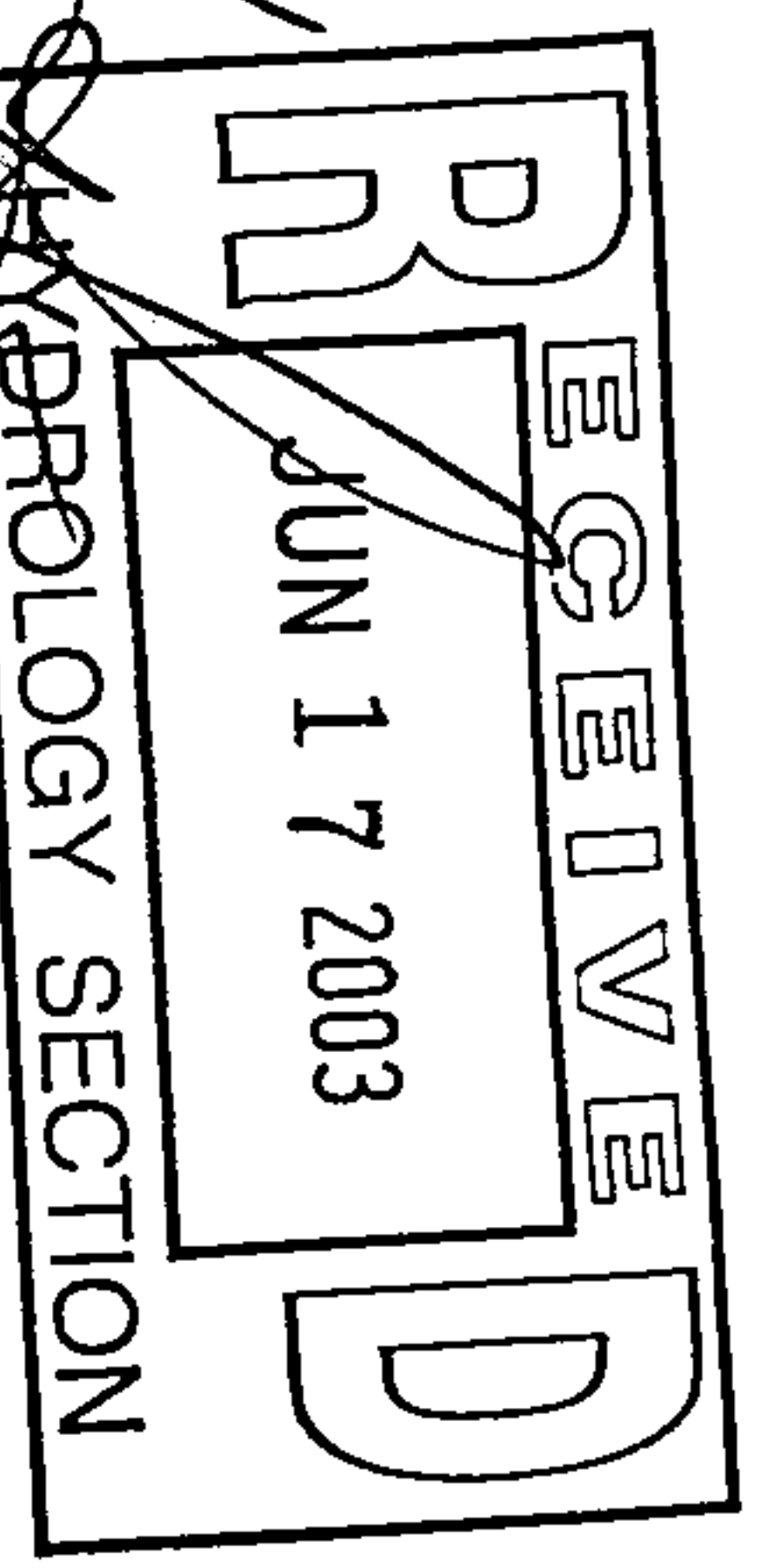
SURVEYOR: CONTACT:
ADDRESS: PHONE:
CITY, STATE: ZIP CODE:

CONTRACTOR: CONTACT:
ADDRESS: PHONE:
CITY, STATE: ZIP CODE:

CHECK TYPE OF SUBMITTAL:		CHECK TYPE OF APPROVAL SOUGHT:	
☒ DRAINAGE REPORT		☐ SIA / FINANCIAL GUARANTEE RELEASE	
☒ DRAINAGE PLAN		☐ PRELIMINARY PLAT APPROVAL	
☒ CONCEPTUAL GRADING & DRAINAGE PLAN		☐ S. DEV. PLAN FOR SUBD. APPROVAL	
☒ GRADING PLAN		☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL	
☐ EROSION CONTROL PLAN		☐ SECTOR PLAN APPROVAL	
☐ ENGINEER'S CERTIFICATION (HYDROLOGY)		☐ FINAL PLAT APPROVAL	
☐ CLOM/LOMR		☐ FOUNDATION PERMIT APPROVAL	
☐ TRAFFIC CIRCULATION LAYOUT (TCL)		☒ BUILDING PERMIT APPROVAL	
☐ ENGINEERS CERTIFICATION (TCL)		☐ CERTIFICATE OF OCCUPANCY (PERM.)	
☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)		☐ GRADING PERMIT APPROVAL	
☒ OTHER <u>DRAINAGE CONFORMANCE</u>		☐ PAVING PERMIT APPROVAL	
		☐ WORK ORDER APPROVAL	
		☐ OTHER (SPECIFY) <u> </u>	

WAS A PRE-DESIGN CONFERENCE ATTENDED:
☐ YES
☐ NO
☐ COPY PROVIDED

DATE SUBMITTED: 6/16/03 BY: Matthew Graham



Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5)
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or



June 16, 2003

Mr. Brad Bingham
Assistant City Engineer
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

RE: Grading and Drainage Plan Submittal for Lot 10 Coors/Arenal Industrial Park
Subdivision

Dear Mr. Bingham:

Transmitted herewith for your review and approval is the Grading and Drainage Plan for Lot 10 Coors/Arenal Industrial Park Subdivision located at the end of Huseman Place in the Southwest Quadrant of Albuquerque Zone Atlas Map M-10.

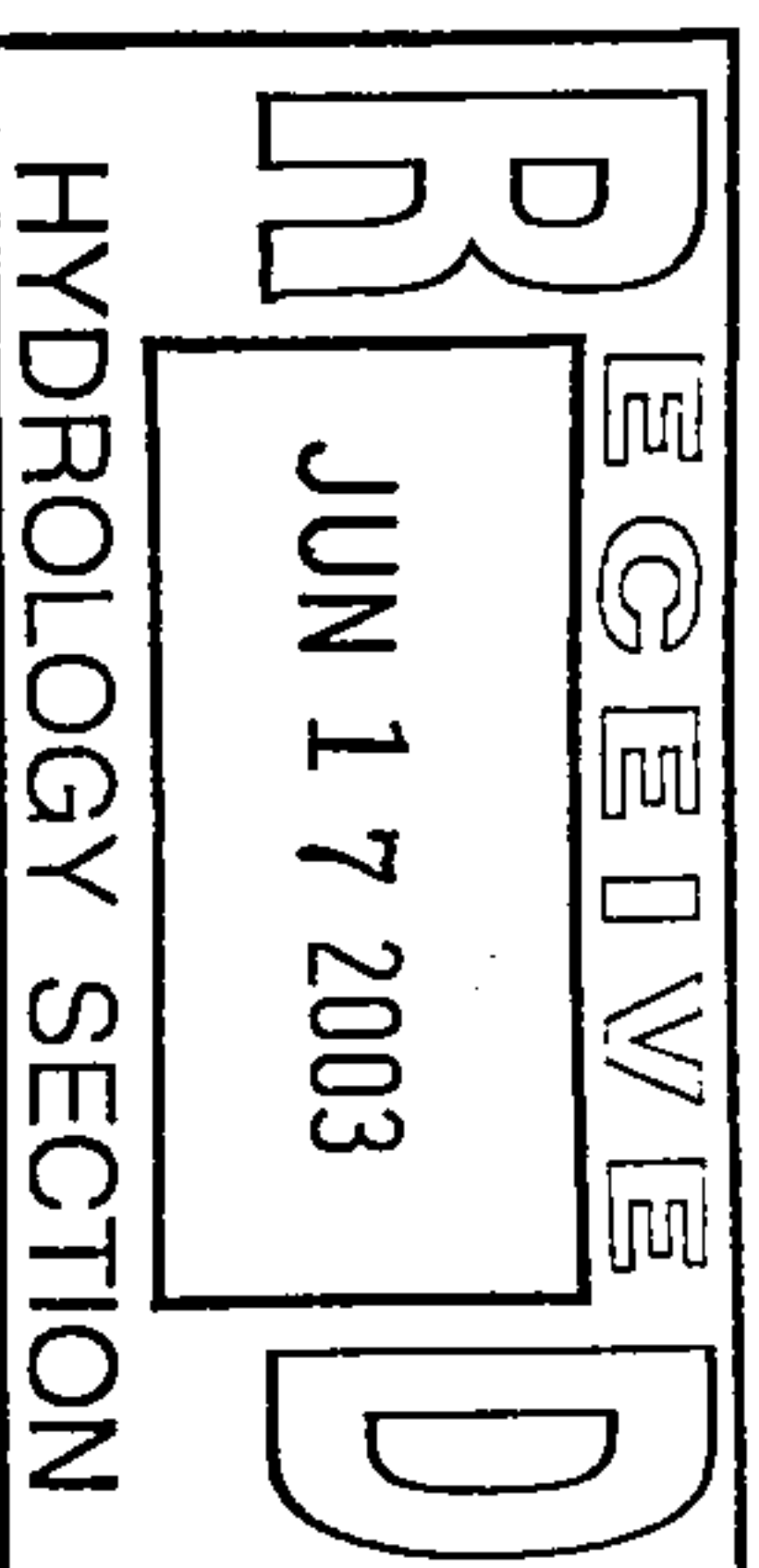
Since there is no downstream storm drainage capacity, the ponds have been sized to retain a 100yr 10-day storm. The drainage plan follows the intent of the Grading and Drainage Plan approved in 2002 for the subdivision.

Please call me if you need any clarification or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martin J. Garcia', is written over the typed name.

Martin J. Garcia, PE
ABQ Engineering, Inc.
23082



M-1012012A

662082

PRIVATE FACILITY
DRAINAGE COVENANT

8/28/03

This Drainage Covenant, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person" "husband and wife," "corporation of the State of NM," "or *partnership*"] Germe T. & Mary Lee Husei ^{husband & wife} ("Owner"), whose address is 6310 E. 1st St. NE, Albuquerque, NM 87103, and the City of Albuquerque, New Mexico 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 signs this Covenant.

1. Recital. The Owner is the owner of the following described real property located at [give legal description, and street address:] LOT 10, COLS 1 & 2, REAR
MODURINE PARK SUBDIVISION
filed in the office of the County Clerk of Bernalillo County,
New Mexico on June 13, 2002 in Book 2002C, Page 206
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 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 Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
STORM DRAINAGE SYSTEMS TO BE SHOWN BY THE GRADING & DRAINAGE PLAN DATED JUNE 16, 2003.
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 the 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, contractor or subcontractors to perform any act or duty required of the Owner herein; provided, however, to the extent, if at all, Section 56-7-1 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 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 the 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.

RUG. 08 03 09:27a

CITY OF ALBUQUERQUE:

ACCEPTED:

By: J. Czar

Jay J. Czar

Chief Administrative Officer

Dated: 8-28-03

By: _____

Title: _____

Dated: _____

Walter Rodriquez
General Manager
OWNER: *Terrell & Mary Lou Rose*

Reviewed by:

APPROVED:

J. Czar
Director, Public Works Dept. 8/28/03

J. Czar 8/28/03
City Engineer 8/27/03

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on August 28, 2003, by Jay J. Czar, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

by Fred J. Aguirre

Maria D. Shaverda
Notary Public

My Commission Expires:

11-15-2003

produced by (rev) 10/03/03

-3-

Mary Herrera



Bern. Co. COU

R 17.00

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5942498
Page: 3 of 5
09/05/2003 11:36A
Bk-063 Pg-9037

Aug 08 03 10:50a

ABQ Eng

503-255-7902

P.5

Aug 08 03 09:27a

DESIGN REVIEW

9243440

P.5

Kenneth P. Stue
Mary Ann Stue

OWNER'S ACKNOWLEDGMENT

Oklahoma
STATE OF ~~NEW MEXICO~~
Cleveland
COUNTY OF ~~BERNARDINO~~) ss.

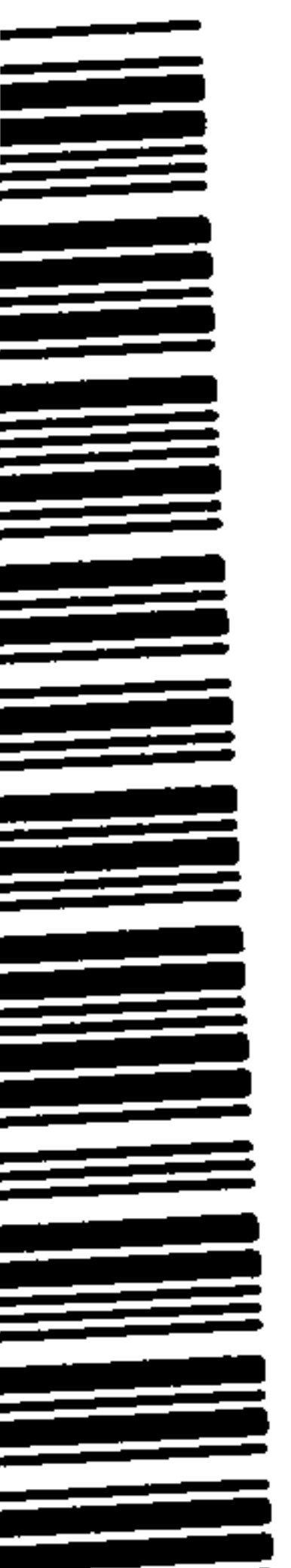
This instrument was acknowledged before me on Aug 14, 2003 by Kenneth Stue
and Mary Stue, on behalf of _____.

Mary H. Kaper
Notary Public

My Commission Expires:

7-24-04
#00009833

[EXHIBIT A ATTACHED]



CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person Kathy Jaramillo
Phone No. 924-3996

Project # 667082
CCN# 200200902
New or Ext. # ()

Type of Agreement: private facility drainage channel

Description/Project Name: Leona General Industrial Park
Planning Dept./Div.: Design Review
Developer: Kenneth E. May for Nuco
Contract Amount \$ 2015 SIA Contract Period: 8/28/03 12/31/2023
Contract Amount \$ SIA Contract Period:
Contract Amount \$ S/W Contract Period:

DRAFT CONTRACT:
Rec'd by Legal: Rejected/Returned to Dept.: 8/28/03 / KJC
Returned to Legal: 8/27/03 / Approved: 8/27/03 Initials: KJC

FINANCIAL GUARANTY:
Letter of Credit No.: Date: Attached: Yes No Initial
Other: Type Date: Attached: Yes No Initial

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div	<u>8/25/03</u>	<u>8/25/03</u>	<u>Cam</u>	<u>8-25-03</u>
Hydrology Div <u>Carlos</u>	<u>8/25/03</u>	<u>8/26/03</u>	<u>KJC</u>	<u>8-26-03</u>
Transportation Div	<u>8/25/03</u>	<u>8/26/03</u>	<u>KJC</u>	<u>8/27/03</u>
DRC Chairman	<u>8/25/03</u>	<u>8/26/03</u>	<u>KJC</u>	<u>8/28/03</u>
Legal Dept	<u>8/25/03</u>	<u>8/26/03</u>	<u>KJC</u>	<u>8/27/03</u>
City Engineer	<u>8/27/03</u>	<u>8/28/03</u>	<u>KJC</u>	<u>8/28/03</u>
PWD Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Finance	<u> </u>	<u> </u>	<u> </u>	<u> </u>
City Clerk	<u> </u>	<u> </u>	<u> </u>	<u> </u>
CAO	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DISTRIBUTION:

User Department: Date: 8/8/03 By: 18
Vendor:
City Clerk: 9/12/03
Treasury:
Other:

ADDENDUM TO COVER PAGE

8-26-83

(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT TITLE: Corral Canyon In dustrial Park PROJECT # 667082

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

ITEM

ACTION

Review & Approval Reference Comments

Procedure "A".....	☐ ☐ ☐	☐ ☐	_____
Procedure "B".....	☐ ☐ ☐	☐ ☐ ☐	_____
Procedure "B" Modified Non Work Order.....	☐ ☐ ☐	☐ ☐ ☐	_____
Procedure "C".....	☐ ☐ ☐	☐ ☐ ☐	_____
Procedure "C" Modified.....	☐ ☐ ☐	☐ ☐ ☐	_____
Special Agreement.....	☐ ☐ ☐	☐ ☐ ☐	_____
Sidewalk Deferral Agreement.....	☐ ☐ ☐	☐ ☐ ☐	_____
Amendment.....	☐ ☐ ☐	☐ ☐ ☐	_____
Assignment.....	☐ ☐ ☐	☐ ☐ ☐	_____
Financial Guaratee.....	☐ ☐ ☐	☐ ☐ ☐	_____
Construction Paperwork:			
Contractors Proposal.....	☐ ☐ ☐	☐ ☐ ☐	_____
Performance/Warranty Bonds.....	☐ ☐ ☐	☐ ☐ ☐	_____
Labor/Material Bonds.....	☐ ☐ ☐	☐ ☐ ☐	_____
Certificate of Insurance.....	☐ ☐ ☐	☐ ☐ ☐	_____
Engineers Cost Estimate.....	☐ ☐ ☐	☐ ☐ ☐	_____
Extension.....	☐ ☐ ☐	☐ ☐ ☐	_____
Release/Agreement.....	☐ ☐ ☐	☐ ☐ ☐	_____
Release/Financial Guaratee.....	☐ ☐ ☐	☐ ☐ ☐	_____
Calling Notice.....	☐ ☐ ☐	☐ ☐ ☐	_____
Letter of Commitment.....	☐ ☐ ☐	☐ ☐ ☐	_____
Reduction Letter.....	☐ ☐ ☐	☐ ☐ ☐	_____
License Agreement.....	☐ ☐ ☐	☐ ☐ ☐	_____
Monitoring Well Permit.....	☐ ☐ ☐	☐ ☐ ☐	_____
Agreement & Covenant.....	☒ ☐ ☐	☐ ☐ ☐	_____
Drainage Covenant.....	☐ ☐ ☐	☐ ☐ ☐	_____
Revocable Permit.....	☐ ☐ ☐	☐ ☐ ☐	_____
Encroachment.....	☐ ☐ ☐	☐ ☐ ☐	_____
Permanent Easement.....	☐ ☐ ☐	☐ ☐ ☐	_____
Temporary Easement.....	☐ ☐ ☐	☐ ☐ ☐	_____

Other:

Please Call Kathy at 3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments ()