

CITY OF ALBUQUERQUE

Planning Department
Alan Varela, Director



Mayor Timothy M. Keller

February 18, 2022

Phillip W. Clark, PE
Clark Consulting Engineers
19 Ryan Rd
Edgewood, NM 87015

**RE: Home 2 Suites Hotel
3021 University Blvd SE
Revised Grading and Drainage Plan
Engineer's Stamp Date: 02/01/22
Hydrology File: M15D047**

Dear Mr. Clark:

PO Box 1293

Based upon the information provided in your submittal received 02/01/2022, the Revised Grading & Drainage Plan is approved for Building Permit, Grading Permit, and Foundation Permit. Please attach a copy of this approved plan in the construction sets for Building Permit processing along with a copy of this letter.

Albuquerque

PRIOR TO CERTIFICATE OF OCCUPANCY:

NM 87103

1. Engineer's Certification, per the DPM Part 6-14 (F): *Engineer's Certification Checklist For Non-Subdivision* is required.
2. Please provide Drainage Covenant for the stormwater quality pond per Article 6-15(C) of the DPM prior to Permanent Release of Occupancy. Please submit an electronic file of the Covenant and Exhibit for completeness to Marion G. Velasquez at mgvelasquez@cabq.gov. Once the electronic file is approved for completeness, please submit the original copies along with the \$ 25.00 recording fee check made payable to Bernalillo County to Marion on the 4th floor of Plaza de Sol.

www.cabq.gov

As a reminder, if the project total area of disturbance (including the staging area and any work within the adjacent Right-of-Way) is 1 acre or more, then an Erosion and Sediment Control (ESC) Plan and Owner's certified Notice of Intent (NOI) is required to be submitted to the Stormwater Quality Engineer (Dough Hughes, PE, jhughes@cabq.gov, 924-3420) 14 days prior to any earth disturbance.

CITY OF ALBUQUERQUE

Planning Department
Alan Varela, Director



Mayor Timothy M. Keller

If you have any questions, please contact me at 924-3995 or rbrissette@cabq.gov.

Sincerely,

Renée C. Brissette

Renée C. Brissette, P.E. CFM
Senior Engineer, Hydrology
Planning Department

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT

THIS CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made effective as of the 11-5-2019 day of November, 2019 (the "Effective Date"), by and between **LESARDE ENTERPRISES, LTD. LP**, a California limited partnership ("Grantor"), and **ABQ AIRPORT LODGING, LLC**, a New Mexico limited liability company ("Grantee"). The following recitals are a material part of this Agreement:

WHEREAS, Grantor is the owner of certain real property located in Bernalillo County, New Mexico, being more particularly described on Exhibit A attached hereto ("Grantor Land");

WHEREAS, Grantee is the owner of certain real property located in Bernalillo County, New Mexico, being more particularly described on Exhibit B attached hereto ("Grantee Land"); and

WHEREAS, Grantor desires to grant Grantee certain rights with regard to the construction and maintenance of a retaining wall, or retaining walls, on the property line between the Grantor's and Grantee's properties

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, Grantor and Grantee agree as follows:

THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT THIS AGREEMENT IS CONDITIONED UPON GRANTOR'S APPROVAL OF GRANTEE'S INSURANCE COVERAGE AS SET FORTH IN PARAGRAPHS 9, 10 and 11 BELOW.

1) Grantor hereby grants to Grantee a temporary non-exclusive construction easement (the "Construction Easement") for access over, under, across and upon the Grantor Land for the construction and installation by Grantee of a retaining wall or retaining walls on the Grantee Land and/or on the Grantor Land ("Grantee's Work"). The Grantee's Work will be subject to Grantor's approval, which approval shall not be unreasonably conditioned, delayed or withheld. Grantee, through Grantee's officers, employees, contractors and agents, and at Grantee's sole cost and expense, shall have the right to enter upon the Grantor Land in such a manner as may be reasonably necessary for Grantee's Work. Grantee agrees to use due care in any use of the Grantor Land and in performing Grantee's Work so as not to unreasonably disturb Grantor's use of the Grantor Land. The Construction Easement granted herein shall expire upon the first to occur of (a) completion of Grantee's Work or (b) twenty-four months after the Effective Date.

2) Grantor hereby grants to Grantee a non-exclusive perpetual easement (the "Maintenance Easement") for access over, under, across and upon the Grantor Land for the repair and maintenance of any portion of the retaining wall or walls that are constructed as part of Grantee's Work. Grantee, through Grantee's officers, employees, contractors and agents, and at Grantee's sole cost and expense, shall have the right to enter upon the Grantor Land in such a manner as may be reasonably necessary for the repair and maintenance of such retaining walls.

Old Republic Title Company 1900441

- 3) Grantee agrees to use due care in any use of the Grantor Land and in performing any such repair and maintenance so as not to unreasonably disturb Grantor's use of the Grantor Land.
- 4) Grantee will use its best efforts to conduct the construction, repair and maintenance of the retaining wall or walls in a manner that provides the least amount of disruption to the business of the Grantor's tenant.
- 5) Grantee shall not enter the grantors's property to construct, repair or maintain any portion of the retaining wall or walls without at least twenty-four (24) hour's prior written notice to the Grantor and Grantor's tenant of the construction, repair or maintenance work to be performed.
- 6) Grantee shall be liable for any damage that Grantee or Grantee's contractor may cause to the curbs, building, air-conditioning units, parking area or driveway on the Grantor's property, or for the collapse onto the Grantor's property of the land to be retained.
- 7) Grantee, at Grantee's expense, shall repair any damage the Grantee or Grantee's contractor may cause to the curbs, building, air-conditioning units, parking area or driveway on the Grantors's property, or for the collapse onto the Grantor's property of the land to be retained.
- 8) Grantor understands that Grantee or Grantee's contractor may need to remove the large bush at the eastern end of Grantors's property in order to permit equipment to access and perform the construction or repair work upon the retaining wall or walls.
- 9) This Agreement is conditioned upon Grantee, within two weeks from the date of this Agreement, providing to Grantor the name of the Grantee's insurance company that will insure Grantee for any damage Grantee or Grantee's contractor may cause to the curbs, building, air-conditioning units, parking area or driveway on the Grantors's property, or for the collapse onto the Grantor's property of the land to be retained.
- 10) The above insurance policy shall name Grantor as co-insured for any damage to Grantors's property due to Grantee's construction, repair or maintenance of the retaining wall or walls, and Grantee shall provide Grantor with a copy of the declaration page for the above insurance policy
- 11) If Grantor does not approve of Grantee's insurer, the insurance, or the amount of the insurance coverage, then this Agreement shall terminate and be null and void.
- 12) This Agreement may be executed in one or more counterparts, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.
- 13) This Agreement binds and inures to the benefit of the parties and their respective heirs, successors and assigns.
- 14) The Construction Easement and the Maintenance Easement are appurtenant to and run with all or any portion of the Grantee Land and burden and run with the Grantor Land, whether or not

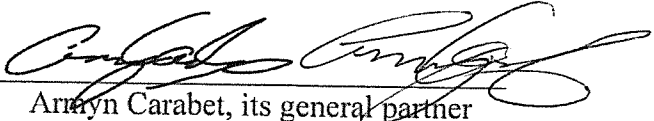
said easements are referenced or described in any conveyance of all or such portion of the Grantor Land or the Grantee Land.

15) The Construction Easement and the Maintenance Easement are for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own all or any portion of the Grantee Land.

IN WITNESS WHEREOF, Grantor hereto has executed this Agreement as of the Effective Date.

GRANTOR:

LESARDE ENTERPRISES, LTD. LP,
a California limited partnership

By:  11.8.19
Armin Carabet, its general partner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

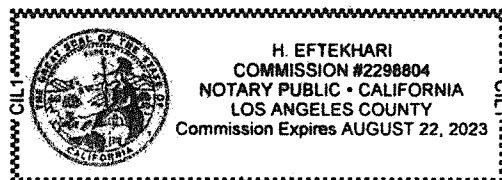
On 11/08/2019 before me, H. Eftekhari - Notary Public
(insert name and title of the officer)

personally appeared Armin Carabet, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

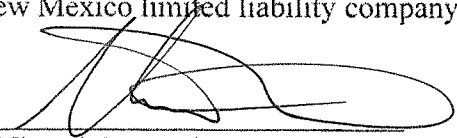
Signature H. Eftekhari (Seal)



IN WITNESS WHEREOF, Grantee hereto has executed this Agreement as of the Effective Date.

GRANTEE:

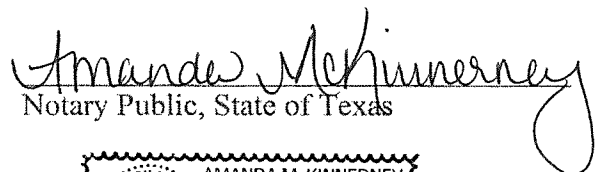
ABQ Airport Lodging, LLC,
a New Mexico limited liability company

By: 
Nimesh R. Patel, Manager

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 11th day of November, 2019 by Nimesh R. Patel, Manager of ABQ Airport Lodging, LLC, a New Mexico limited liability company, on behalf of such limited liability company.


Notary Public, State of Texas

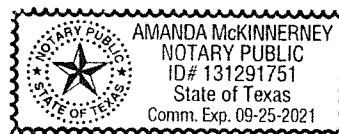


Exhibit A

Lot 3-A-2-B, Block 1, Plat of Lots 3-A-2-A & 3-A-2-B, in Block 1, SUNPORT PARK, being a Replat of Lot 3-A-2, as shown and designated on the Plat thereof filed with the County Clerk for Bernalillo County, New Mexico, on July 9, 1999 as Document No. 1999089819, in Book 99C, Page 174.

Exhibit B

Lot 3-A-2-A, Block 1, Plat of Lots 3-A-2-A & 3-A-2-B, in Block 1, SUNPORT PARK, being a Replat of Lot 3-A-2, as shown and designated on the Plat thereof filed with the County Clerk for Bernalillo County, New Mexico, on July 9, 1999 as Document No. 1999089819, in Book 99C, Page 174.

**FIRST AMENDMENT
TO
CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT ("**Amendment**") is made effective as of the 17th day of February, 2022, by and between **LESARDE ENTERPRISES, LTD. LP**, a California limited partnership ("**Grantor**"), and **ABQ AIRPORT LODGING, LLC**, a New Mexico limited liability company ("**Grantee**").

WHEREAS, Grantor and Grantee entered into that certain Construction and Maintenance Easement Agreement dated effective November 5, 2019, filed of record on November 26, 2019 as Document No. 2019100801 in the records of Bernalillo County, New Mexico (the "**Easement Agreement**"); and

WHEREAS, the parties wish to amend the Easement Agreement as set forth herein.

NOW THEREFORE, for and in consideration of the mutual obligations and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

1. The foregoing recitals are true and correct and are a part of this Amendment. All capitalized terms used herein and not otherwise defined in this Amendment shall have the same meaning given such terms in the Easement Agreement.

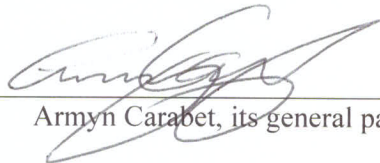
2. The duration of the Construction Easement is hereby extended to expire upon the first to occur of (a) completion of Grantee's Work or (b) twenty-four months after the effective date of this Amendment.

3. Except as expressly modified by this Amendment, the Easement Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Easement Agreement, the terms and conditions of this Amendment shall control and govern.

[Signature Pages Follow]

GRANTOR:

LESARDE ENTERPRISES, LTD. LP,
a California limited partnership

By: 
Armyn Carabet, its general partner

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

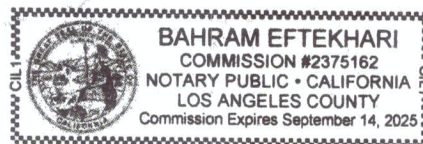
On 2/17/2022 before me, Bahram Eftekhari - Notary Public
(insert name and title of the officer)

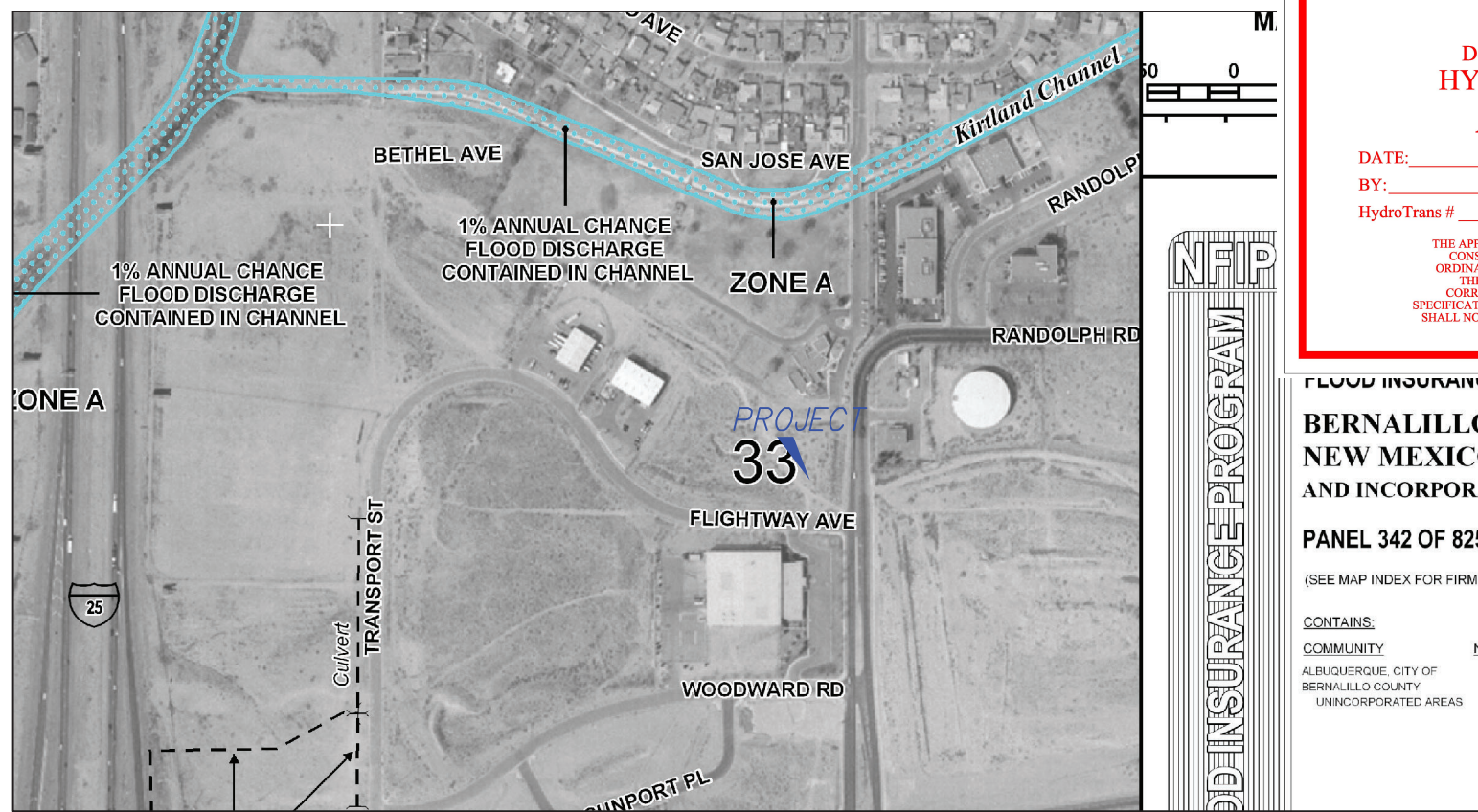
personally appeared Armyn Carabet, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

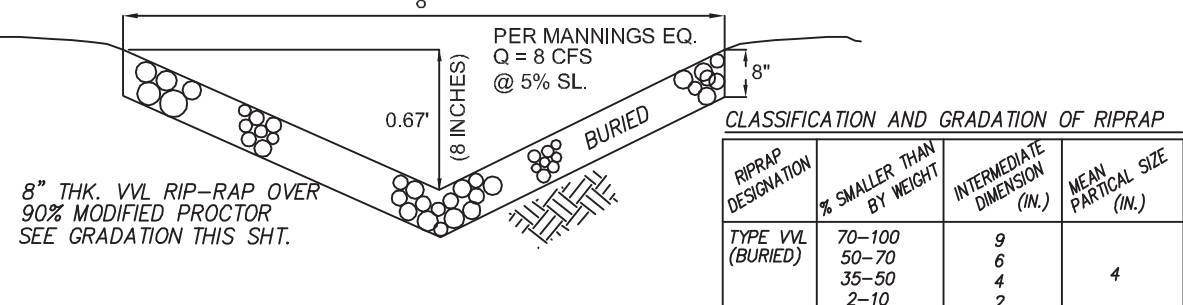
Signature  (Seal)



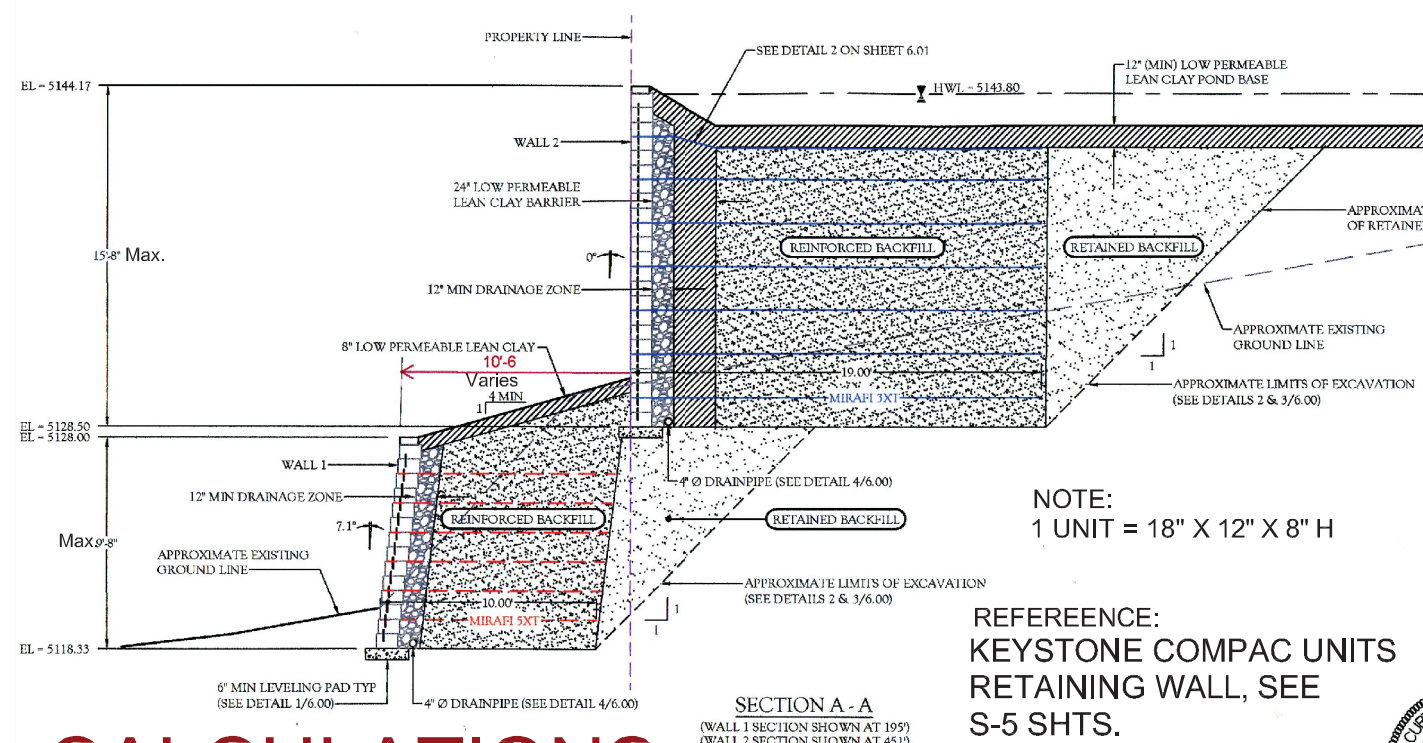


FIRM MAP

PANEL 35001C0342 H



SWALE SECTION



RPCC RETAINING WALL SECTION

CALCULATIONS

DESIGN CRITERIA
NOTE: THIS SITE IS PART OF THE SUNPORT PHASE 1 MASTER DRAINAGE PLAN BY ANDREWS, ASBURY & ROBERT, INC DATED 1996 AND HAS FREE DISCHARGE INTO FLIGHTWAY AVE.
HYDROLOGIC METHODS PER CHAPTER 6, HYDROLOGY OF THE DEVELOPMENT PROCESS MANUAL (DPM) 2020 EDITION FOR CITY OF ALBUQUERQUE
DISCHARGE RATE: $Q = \text{OPEAK} \times \text{AREA}$, "Peak Discharge Rates For Small Watersheds"
VOLUMETRIC DISCHARGE: $\text{VOLUME} = E \times \text{Weighted} \times \text{AREA}$
P100-6 Hr = 2.29 in, Zone 2, TC = 12 Min.
DESIGN STORM: 100-YEAR/6-HOUR, 10-YEAR/6-HOUR [] = 10 YEAR VALUES

EXISTING CONDITIONS
TOTAL AREA = 1.88 ACRES, WHERE EXCESS PRECIP. (AVG.) = 0.71 in. [0.23]
PEAK DISCHARGE, Q100 = 4.5 CFS [1.8], WHERE UNIT PEAK DISCHARGE "B" = 2.4 CFS/AC. [0.95]
THEREFORE: $\text{VOLUME } 100 = 4845 \text{ CF [1570]}$

DEVELOPED CONDITIONS - HOTEL
DETERMINE LAND TREATMENTS, PEAK DISCHARGE AND VOLUMETRIC DISCHARGE FOR STUDY AREA

AREA	LAND TREATMENT	Q Peak	E
UNDEVELOPED	Ac.	A 1.71[0.41]	0.62[0.15]
LANDSCAPING / Harvesting	0.1 Ac. (5%)	B 2.36[0.95]	0.80[0.30]
GRAVEL & COMPACTED SOIL	0.2 Ac. (11%)	C 3.09[1.99]	1.03[0.48]
ROOF - PAVEMENT	1.5 Ac. (83%)	D 4.34[2.71]	2.33[1.51]

THEREFORE: $E_{\text{Weighted}} = 2.0 \text{ in.}$ &
 $Q_{100} = 7.3 \text{ CFS}$ VOLUME 100 = 13068 CF±

WATER QUALITY STORM EVENT
FIRST FLUSH - TOTAL SITE, 0.42"/12 X 1.5 X43560
= 2287 CF

RECOMMENDATION:
1. ROUTE BASIN THRU DEPRESSED LANDSCAPE AREAS.
2. SEE NOTE 4.

WEIR CALC.
 $Q = CLH^{3/2}$ WHERE: C=2.7
THEN: L = 8' H = 6" Q = 7.3 CFS
or Provide 4 SF NOTCH EQUIVALENT

PROJECT DATA Cont.

FIRE 1 - ALBUQ. FIRE RESCUE NOTES
- BUILDING HEIGHT, 58 FEET
- OCCUPANCY TYPE, 'R'
- ACCESS GRADE FOR APPARATUS <10%
- STANDPIPE SYSTEM SHALL BE INSTALLED WITH THE BUILDING WHERE THE FLOOR LEVEL OF HIGHEST STORY IS >30' ABOVE THE VEH. ACCESS LEVEL
- PREMISE ID: ADDRESS TO BE PROVIDED PER FD ORD 505.1
- THE SPRINKLER & STANDPIPE CONNECTION SHALL BE A COMBINATION

GRADING & DRAINAGE PLAN

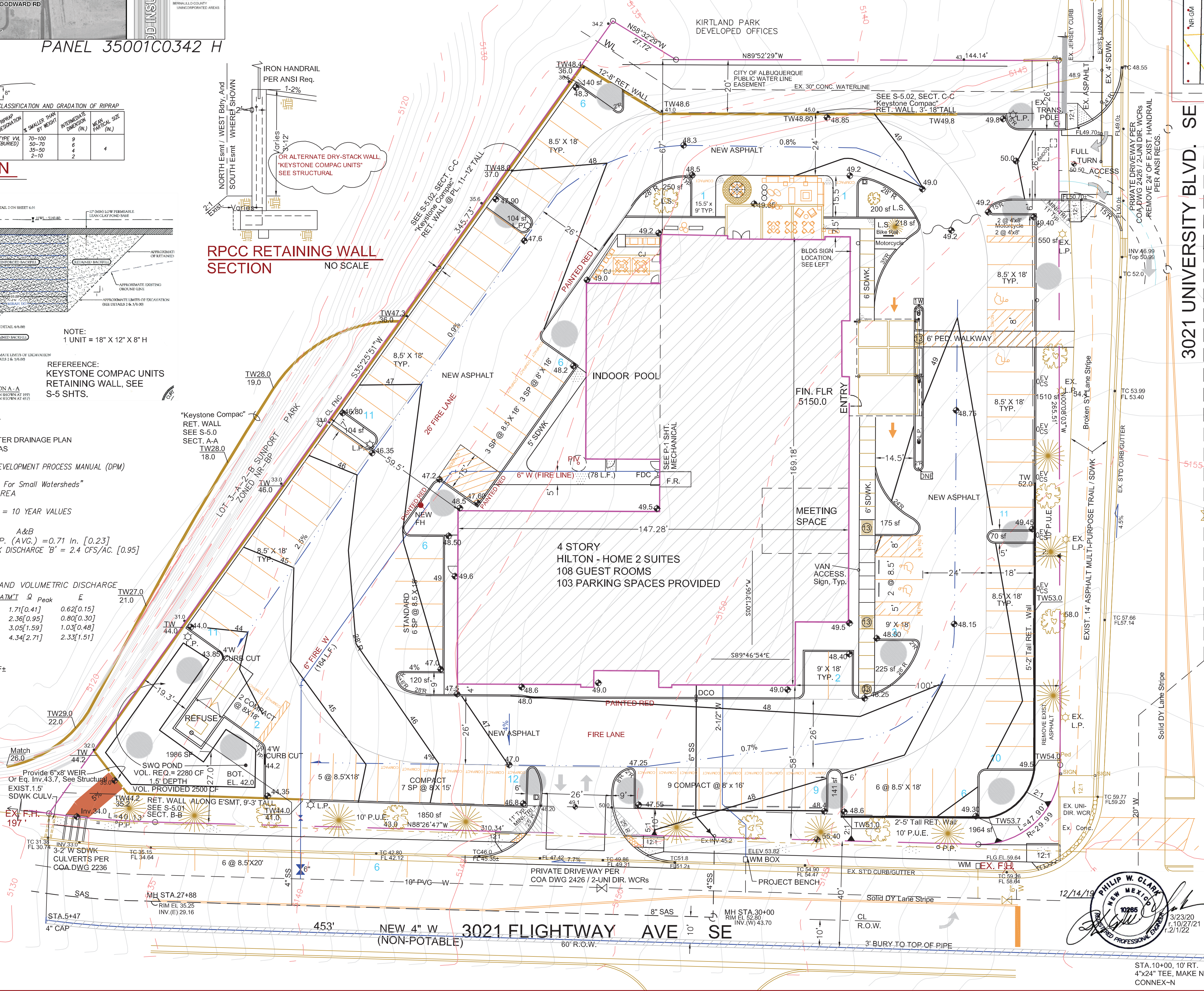
THE BUSINESS PARK ZONED PROJECT IS LOCATED IN THE DEVELOPED SUNPORT PARK SUBDIVISION (AIRPORT AREA) APPROX. 2 MILES SOUTH OF THE DOWNTOWN CORE OF ALBUQUERQUE, NM. THE GRADING & DRAINAGE SCHEME HEREON IS IN COMPLIANCE WITH THE CITY OF ALBUQUERQUE FLOOD HAZARD ORDINANCE, AND THE CITY STORM DRAINAGE ORDINANCE. THE PLAN IS REQUIRED IN ORDER TO FACILITATE THE OWNER'S REQUEST FOR EXCAVATION AND GRADING & SUBSEQUENT BUILDING PERMIT. THE PLAN SHOWS:

- EXISTING CONTOURS, AND SPOT ELEVATIONS AND EXISTING DRAINAGE PATTERNS AND EXISTING IMPROVEMENTS: INCLUDING SURFACE UTILITIES/EASEMENTS.
- PROPOSED IMPROVEMENTS: 85% IMPERVIOUS HOTEL SITE DEVELOPMENT, NEW GRADE ELEVATIONS, RETAINING WALLS, 2- DRIVE ENTRANCES, AND EROSION CONTROL.
- CONTINUITY BETWEEN EXISTING AND PROPOSED ELEVATIONS.
- QUANTIFICATION AND ANALYSIS OF UPSTREAM OFF-SITE FLOWS (IF APPLICABLE) PLUS THE DEVELOPED FLOWS GENERATED BY THE IMPROVEMENTS, INCLUDING PONDING REQUIREMENTS.

THE PURPOSE OF THE PLAN IS TO ESTABLISH CRITERIA FOR CONTROLLING STORM RUNOFF AND EROSION, AND ESSENTIALLY ALLOWING HISTORIC FLOWS TO CONTINUE TO DRAIN THROUGH THE PROPERTY. PRESENTLY, THE SITE IS BOUNDED ON ALL SIDES BY DEVELOPED PROPERTY. FLIGHTWAY AVENUE ON THE SOUTH IS AN IMPROVED ASPHALT MAJOR LOCAL ROADWAY MAINTAINED BY THE CITY OF ALBUQUERQUE. THE SITE CURRENTLY DRAINS AT APPROXIMATELY 7% TO THE WEST.

HISTORICAL SITE RUNOFF OUTFALL LOCATIONS WILL REMAIN UNCHANGED. THE SITE IS NOT IMPACTED ADVERSELY BY ANY OFF-SITE DRAINAGE FLOWS.

FREE DISCHARGE OF DEVELOPED FLOW IS ACCEPTABLE SINCE DOWNSTREAM CAPACITY EXISTS WITHIN THE OVERALL MASTERPLAN FOR THE SUNPORT PARK REGIONAL AREA. RUNOFF WILL NOT BE ALLOWED TO CONCENTRATE AT THE WEST PROPERTY BOUNDARY. THE OVERALL BASIN SHALL DRAIN TO THE SW TO THE EXPANDED SIDEWALK CULVERT(S) LOCATED AT THE SW CORNER, WITH THE ROUTING OF SITE RUNOFF THRU DEPRESSED LANDSCAPING AREAS.



NOTES

- ALL WORK WITHIN THE RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ALBUQUERQUE STANDARD SPECS. FOR PUBLIC WORKS CONSTRUCTION, 2020 EDITION.
- AN EXCAVATION/CONSTRUCTION PERMIT IS REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY R.O.W. AN APPROVED COPY OF THIS PLAN MUST BE SUBMITTED AT THE TIME OF APPLICATION.
- ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, AND REGULATIONS CONCERNING CONSTRUCTION SAFETY AND HEALTH.
- CONTRACTOR SHALL ENSURE THAT NO SITE SOILS/SEDIMENT OR SILT ENTER THE RIGHT-OF-WAYS DURING CONSTRUCTION, AND ALL NPDES, MS-4 PROCEDURES AND BMP (BEST MGMT PRACTICE) GUIDELINES ARE FOLLOWED. SEE REQUIRED SWPP PLAN.
- REVEGETATE ALL AREAS DISTURBED DUE TO CONSTRUCTION PER CITY OF ALBUQ. SPEC. 1012, NATIVE SEED MIX USING HAY MULCH, FOR EAST SIDE APPLICATION, HATCHITA BLUE GRAMA DOMINANT MIX PER PARAGRAPH 4.1.2.
- MAXIMUM SITE GRADING WITHOUT EROSION PROTECTION: 2 HORIZONTAL TO 1 VERTICAL, 2:1 SLOPES < 4' TALL
- ALL EARTHWORK PREPARATION AND SUBGRADE PREPARATION FOR BUILDING PAD AND PAVEMENT AREAS SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN THE GEO-TECH REPORT.
PAVEMENT SECTION SHALL CONSIST OF 6" RPCC (REINFORCED PORTLAND CEMENT CONCRETE) OVER 8" SUBGRADE PREPARATION, 95% Modified Proctor. OR, 4" ASPHALT OVER 6" AGGREGATE BASE COURSE, NMDOT SPEC. SEE / REF: 250105.E IN SPECS. FOR PAVING UPGRADE @ PORT COSHORE.

LEGEND

EXIST. SPOT ELEVATION	• 24.0
EXIST. CONTOUR	— 5110 —
NEW SPOT ELEVATION	◆ 12.0 (ADD 5100 FOR MSL)
NEW CONTOUR	— 12 —
NEW SWALE	— 8" BURY UNO —
DRAINAGE DIRECTION, EXISTING	→
NEW P.C.C., CONCRETE	▨
FLOWLINE	FL
WATER BLOCK	—
RIPRAP STONE	—
TYP. VVL, 4" Avg. Dia.	—

PROJECT DATA

ZONED NR-BP GSF 67,500 BLDG FOOTPRINT 18,214, F.A.R.=0.22
TYPE V-A CONSTRUCTION - SPRINKLERED
FIRE FLOW REQUIRED 2375 GPM, 225' F.H. TO FARTHEST POINT

LEGAL DESCRIPTION

LOT 3-A-2-A, SUNPORT PARK
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

PROJECT BENCHMARK - On Flightway, SEE PLAN

TOP OF IRON WATER METER COVER (NE CORNER) MSL ELEVATION = 5153.82, AS TIED FROM ACS, I-25-30, NAVD 88, 5041.30 FEET.

TOPOGRAPHIC DESIGN SURVEY

PROVIDED BY ADVANTAGE SURVEYING, LLC, DATED APRIL 2019, AND SUPPLEMENTED SEPTEMBER, 2019 BY CCE.

Clark Consulting Engineers Edgewood, New Mexico 87015		Cell/Txt: (505) 264-6042
Telex: (505) 281-2444	Cell/Txt: (505) 264-6042	
DATE	REVISION	LOT 3-A-2-A, BLOCK 1, SUNPORT PARK ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
2/1/22	ADD OFF-SITE RW & ROW Callouts Associated	ABQ AIRPORT LODGING, LLC Grading & Drainage Plan / with SAS/H20 & Fire 1
10/26/21	MOVED N. RET. WALL, ADD SPOTS ROW P.C.C. & CALCS	
3/23/20	REV. FIRE LINE ADDED 4" NON-POTABLE	
10/10/19	SWAPPED ENTRANCE/ CATCHER & S&D	
DESIGNED BY: PWC	DRAWN BY: CCE	JOB #: PATEL_H2SH
CHECKED BY: PWC	DATE: 9/12/19	FILE #: G/D