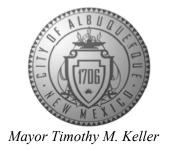
CITY OF ALBUQUERQUE

Planning Department Brennon Williams, Director



April 28, 2021

Amit Pathak 7500 Jefferson St. NE Albuquerque, NM 87109

RE: **Cooperative Educational Services** 10601 Research Rd. SE Permanent Certificate of Occupancy - Accepted Grading and Drainage Plan Stamp Date: 4/30/19 Certification Dated: 4/19/21 **Drainage File: M21D021**

Dear Mr. Pathak:

Based on the submittal received on 4/20/21 and site inspection on 4/23/21, this certification is PO Box 1293

approved in support of Permanent Release of Occupancy by Hydrology.

If you have any questions, please contact me at 924-3986 or earmijo@cabq.gov.

Albuquerque

Sincerely,

NM 87103

Ernest Armijo, P.E.

Principal Engineer, Planning Dept. www.cabq.gov

Development Review Services



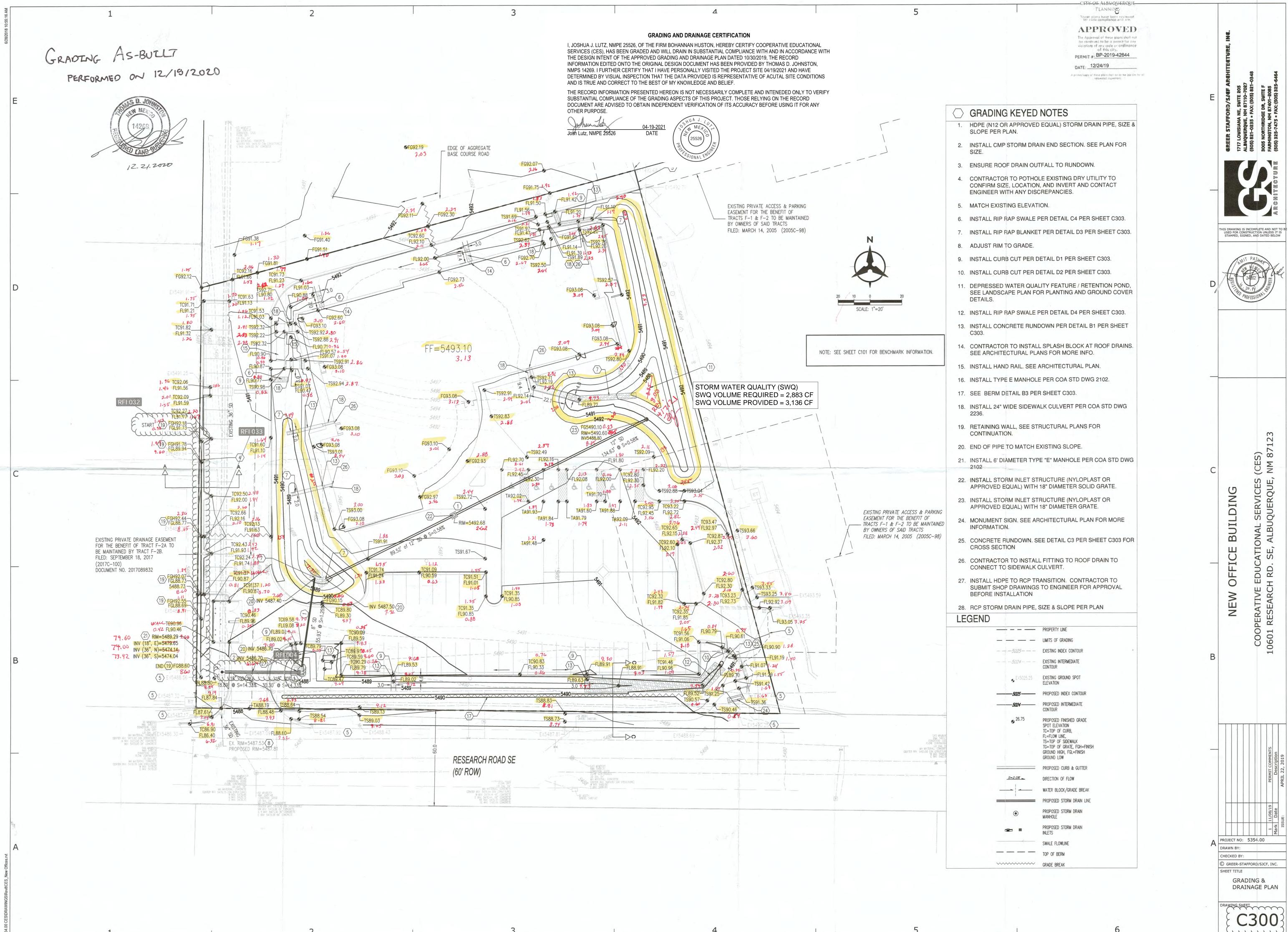
City of Albuquerque

Planning Department Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 11/2018)

			Hydrology File #: M21D021
DRB#:	EPC#:		Work Order#:
Legal Description: Tract F-2B, Sandia	Science and Technolog	gy Park	
City Address:			
Applicant: Bohannan Huston Inc.			Contact: Amit Pathak
Address: 7500 Jefferson St NE CY2 Albuq			
Phone#: 505-823-1000	Fax#:		E-mail: apathak@bhinc.com
Owner: Cooperative Educational Services	(CES)		Contact: David Chavez
Address: 4216 Balloon Park Road NE			
Phone#: <u>505-344-5470</u>	Fax#: <u>505-</u>	344-9343	E-mail: david@ces.org
TYPE OF SUBMITTAL: PLAT (DRB SITE _x ADMIN SITE
DEPARTMENT: TRAFFIC/ TRA	ANSPORTATION X	HYDROLOG	GY/ DRAINAGE
TYPE OF SUBMITTAL: * ENGINEER/ARCHITECT CERTIF: PAD CERTIFICATION CONCEPTUAL G & D PLAN GRADING PLAN DRAINAGE MASTER PLAN DRAINAGE REPORT FLOODPLAIN DEVELOPMENT PI ELEVATION CERTIFICATE CLOMR/LOMR TRAFFIC CIRCULATION LAYOU TRAFFIC IMPACT STUDY (TIS) OTHER (SPECIFY) PRE-DESIGN MEETING?	ERMIT APPLIC JT (TCL)	BUII	APPROVAL/ACCEPTANCE SOUGHT: DING PERMIT APPROVAL DIFICATE OF OCCUPANCY LIMINARY PLAT APPROVAL PLAN FOR SUB'D APPROVAL PLAN FOR BLDG. PERMIT APPROVAL AL PLAT APPROVAL RELEASE OF FINANCIAL GUARANTEE NDATION PERMIT APPROVAL DING PERMIT APPROVAL 9 APPROVAL ING PERMIT APPROVAL DING/PAD CERTIFICATION K ORDER APPROVAL MR/LOMR DDPLAIN DEVELOPMENT PERMIT ER (SPECIFY)
DATE SUBMITTED: 04-19-2021		h Lutz, P.E.	
COA STAFF:		NIC SUBMITTAL REC	FIVED.

FEE PAID:____



PRIVATE FACILITY **DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Cooperative Educational Services (CES)					
("Owner"), whose address is 4216 Balloon Park Road NE					
and whose telephone number is (505) 344-5470 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] Tract F-2B, Sandia Science and Technology Park					
10601 Research Rd, SE Albuquerque, NM 87123					
10001 Nesearch Nd, SE Albuquerque, NW 07 123					
recorded on9-18-2017, pages through, as Document No. 2017C-100					
in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").					
in the records of the Bernanno 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.					
the continue to the confidence and responsionates of the parties.					
2. <u>Description and Construction of Drainage Facility</u> . 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:					
East, West, and South detention ponds and drainage swales as shown on the stamped Construction					
Drawings dated 10-30-2019, hyrdology file M21D021					
The Drainage Facility is more particularly described in Exhibit A attached hereto and					

made a part hereof.

- 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. <u>Liability of City</u>. 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. <u>Assessment.</u> 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. <u>Binding on Owner's Property</u>. 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. <u>Entire Covenant</u>. 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. <u>Changes to Covenant</u>. Changes to this Covenant are not binding unless made in writing, signed by both parties.
- 12. <u>Effective Date of Covenant</u>. This Covenant shall be effective as of the date of signature of the Owner.

OWNER:	CITY OF ALBUQUERQUE:			
By [signature]: Down Chauses	By:			
Name [print]: Darid ChaveZ	1			
Title: Executive Directo	<u>√</u> Dated:			
Dated: 1 - 13 - 2021				
OWNER'S ACKNOWLEDGMENT				
STATE OF NEW MEXICO)				
)ss				
COUNTY OF BERNALILLO)				
This instrument was acknowledged by 2021, by David Chave Z Executive Director Cooperative Educational Sc	(title of person signing) of			
OFFICIAL SEAL Pamela S Reed NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 12/28 24	Pamela & Reed Notary Public My Commission Expires: Dec 28, 2024			
CITY'S AC	KNOWLEDGMENT			
STATE OF NEW MEXICO)				
)ss COUNTY OF BERNALILLO)				
COUNTY OF BERNALIEEO)				
	pefore me on this day of zar, P.E., City Engineer, of the City of Albuquerque, orporation.			
(SEAL)	Notary Public My Commission Expires:			

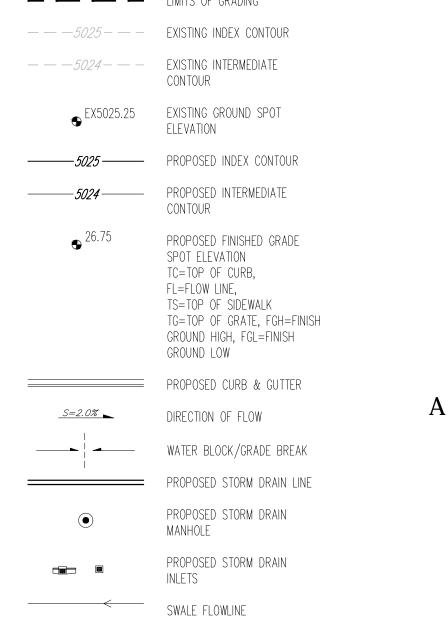
(EXHIBIT A ATTACHED)

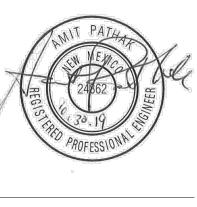
HDPE (N12 OR APPROVED EQUAL) STORM DRAIN PIPE, SIZE &

2. INSTALL CMP STORM DRAIN END SECTION. SEE PLAN FOR

- 4. CONTRACTOR TO POTHOLE EXISTING DRY UTILITY TO CONFIRM SIZE, LOCATION, AND INVERT AND CONTACT
- 6. INSTALL RIP RAP SWALE PER DETAIL C4 PER SHEET C301
- 7. INSTALL RIP RAP BLANKET PER DETAIL D3 PER SHEET C301
- 10. INSTALL CURB CUT PER DETAIL D2 PER SHEET C301.
- 11. DEPRESSED WATER QUALITY FEATURE / RETENTION POND, SEE LANDSCAPE PLAN FOR PLANTING AND GROUND COVER
- 12. INSTALL RIP RAP SWALE PER DETAIL D4 PER SHEET C301
- 13. INSTALL CONCRETE RUNDOWN PER DETAIL B1 PER SHEET
- 14. CONTRACTOR TO INSTALL SPLASH BLOCK AT ROOF DRAINS. SEE ARCHITECTURAL PLANS FOR MORE INFO.
- 15. INSTALL HAND RAIL. SEE ARCHITECTURAL PLAN.
- 16. INSTALL TYPE E MANHOLE PER COA STD DWG 2102.
- 18. INSTALL 24" WIDE SIDEWALK CULVERT PER COA STD DWG
- 20. END OF PIPE TO MATCH EXISTING SLOPE.
- 21. INSTALL 6' DIAMETER TYPE "E" MANHOLE PER COA STD DWG
- 22. INSTALL STORM INLET STRUCTURE (NYLOPLAST OR
- 25. CONCRETE RUNDOWN. SEE DETAIL C3 PER SHEET C301 FOR

- 27. INSTALL HDPE TO RCP TRANSITION. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL
- 28. RCP STORM DRAIN PIPE, SIZE & SLOPE PER PLAN





PROJECT NO: 5354.00 DRAWN BY: CHECKED BY: GREER-STAFFORD/SJCF, INC. SHEET TITLE **GRADING &** DRAINAGE PLAN

COOPERATIVE EDUCATIONAL SERVICES 10601 RESEARCH RD. SE, ALBUQUERQUE,

DRAWING SHEET C300

