# CITY OF ALBUQUERQUE

Planning Department Brennon Williams, Interim Director



August 14, 2019

David Soule, P.E. Rio Grande Engineering PO Box 93924 Albuquerque, NM, 87199

RE: North 2<sup>nd</sup> Street Storage

5124 2<sup>nd</sup> St NW

**Request for Certificate of Occupancy - Permanent** 

**Hydrology Final Inspection –Approved** 

Grading and Drainage Plan Stamp Date: 6/8/18 (F15D052E)

**Certification Dated: 7/25/19** 

Dear Mr. Soule,

PO Box 1293 Based on the submittal received 8/7/19, this certification is approved in support of Certificate of

Occupancy (Permanent) by Hydrology.

Albuquerque If you have any questions, you can contact me at 924-3695 or dpeterson@cabq.gov.

NM 87103 Sincerely,

www.cabq.gov Dana Peterson, P.E.

Senior Engineer, Planning Dept. Development and Review Services

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



# City of Albuquerque

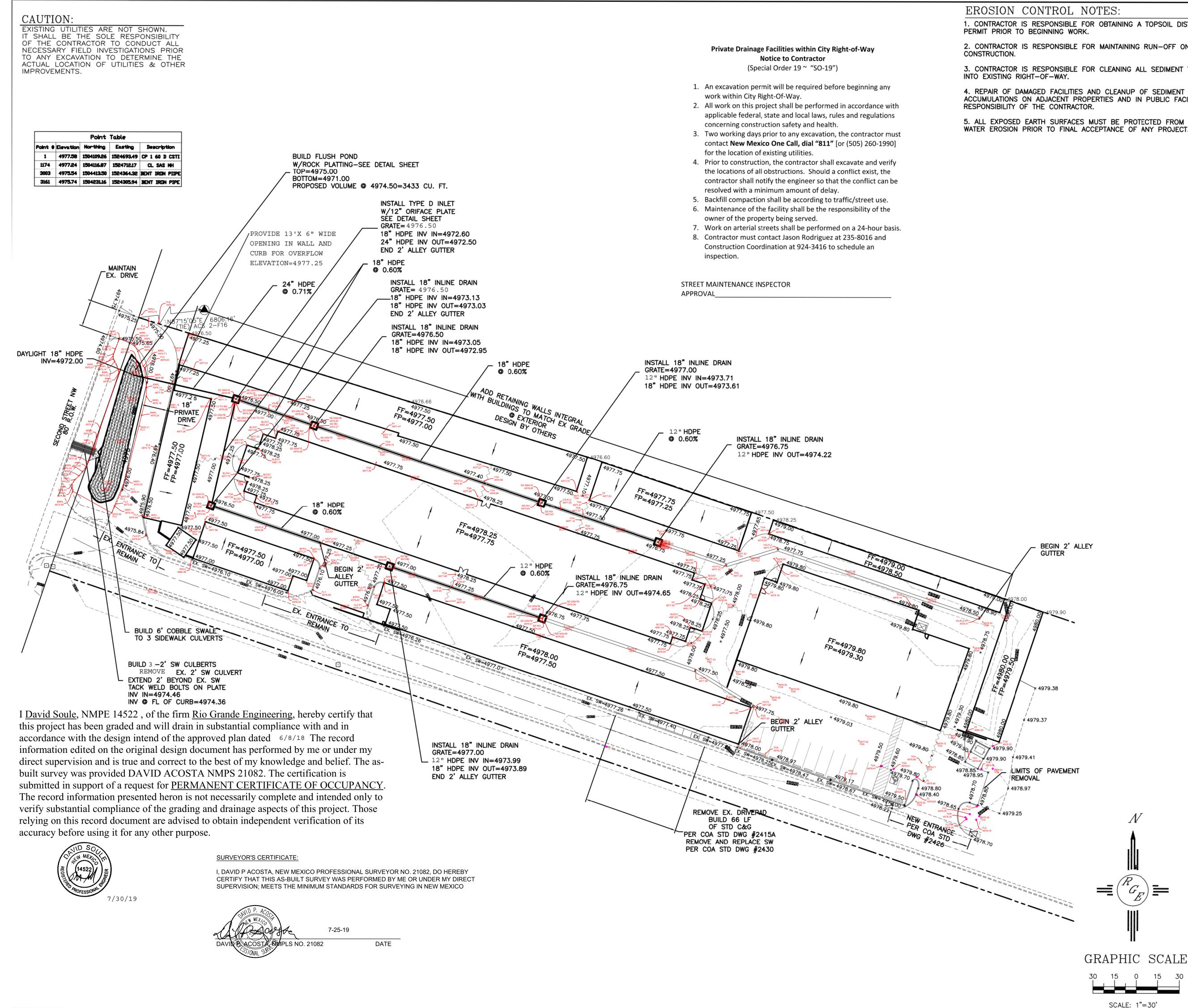
## Planning Department

## Development & Building Services Division

## DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

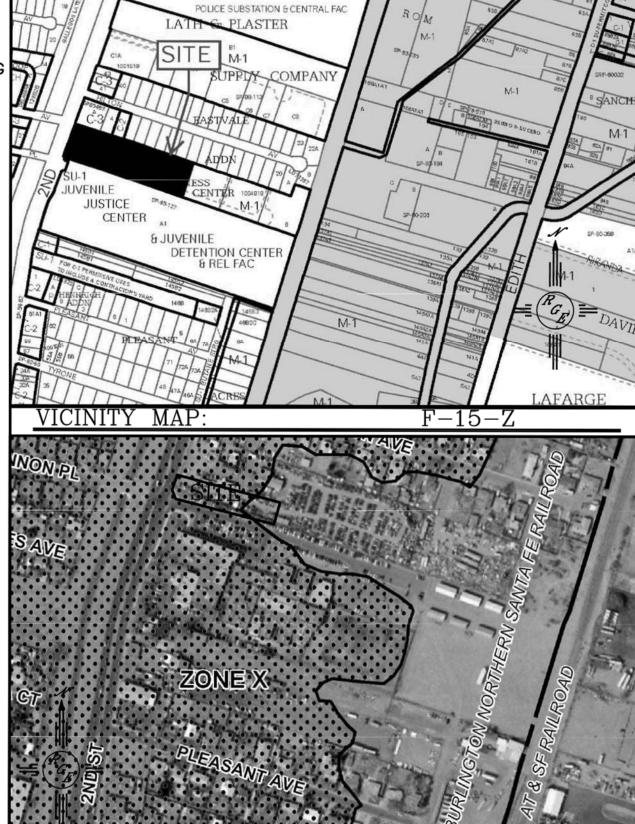
Project Title: NORTH SECOND STORED BY:  DRB#: lots 1-3 north City Address: 5124 Second Street  Applicant: murphy properties	EPC#: second business cent	ter Work Order#:
		Contact:
Address:		
Phone#:		
Other Contact: RIO GRANDE ENGINE		Contact:DAVID_SOULE
Address: PO BOX 93924 ALB NM		
Phone#: 505.321.9099	Fax#: 505.872.0999	E-mail: david@riograndeengineering.com
TYPE OF DEVELOPMENT: PLAT		
Check all that Apply:		
DEPARTMENT:  X HYDROLOGY/ DRAINAGE TRAFFIC/ TRANSPORTATION  TYPE OF SUBMITTAL:  XX ENGINEER/ARCHITECT CERTIFICATION PAD CERTIFICATION CONCEPTUAL G & D PLAN GRADING PLAN DRAINAGE REPORT DRAINAGE MASTER PLAN FLOODPLAIN DEVELOPMENT PERMIT A ELEVATION CERTIFICATE CLOMR/LOMR TRAFFIC CIRCULATION LAYOUT (TCL) TRAFFIC IMPACT STUDY (TIS) STREET LIGHT LAYOUT OTHER (SPECIFY) PRE-DESIGN MEETING?  IS THIS A RESUBMITTAL?:XX Yes No	BUILDING  X CERTIFICA  PRELIMIN  SITE PLAN  SITE PLAN  FINAL PLA  SIA/ RELE  PPLIC  FOUNDAT  GRADING  SO-19 APP  PAVING P  X GRADING/  WORK ORD  CLOMR/LO  FLOODPLA  OTHER (SI	ASE OF FINANCIAL GUARANTEE ION PERMIT APPROVAL PERMIT APPROVAL ROVAL ERMIT APPROVAL PAD CERTIFICATION DER APPROVAL OMR AIN DEVELOPMENT PERMIT PECIFY)
DATE SUBMITTED:	* ''	
COA STAFF:	ELECTRONIC SUBMITTAL RECEIVED:	

FEE PAID:\_\_\_\_



1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE

- 2. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING
- 3. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS
- 4. REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE
- 5. ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL ACCEPTANCE OF ANY PROJECT.



## LEGAL DESCRIPTION:

FIRM MAP

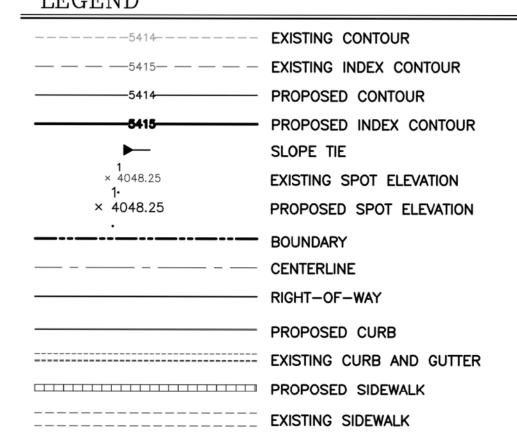
LOTS1, 2 & 3 NORTH SECOND STREET BUSINESS CENTER

1. ALL SPOT ELEVATIONS REPRESENT FLOWLINE ELEVATION UNLESS OTHERWISE

2. ALL CURB AND GUTTER TO 6" HEADER UNLESS OTHERWISE

- 3. ALL RETAINING WALL DESIGN SHALL BE BY OTHERS.
- 4. ALL NEW PAVING SHALL BE 6" PCC OVER 8" SUBGRADE PREPARATION IN CONFORMANCE TO ACI 330R-08. UNLESS OTHERWISE NOTED.
- 5. ANY CURBS OR PAVEMENT NEGATIVELY IMPACTED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED TO MATCH EXISTING CONDITIONS.
- 6. ALL SITE WORK SHALL CONFORM TO CITY OF ALBUQUERQUE STANDARDS FOR PUBLIC WORKS CONSTRUCTION EDITION 9

# LEGEND



ENGINEER'S SEAL	MURPHY STORAGE	DRAWN BY WCWJ
SPUID SOUTH	GRADING AND	DATE 12–14–17
REGISTER (14522)	DRAINAGE PLAN	21837-LAYOUT-12-14-17
APOFESSION LET	Rio Grande	SHEET #
6/8/18 5/17/18	Engineering 1606 CENTRAL AVENUE SE	1
DAVID SOULE P.E. #14522	SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	JOB # 21837

### **David Soule**

From: Armijo, Augustine [augustinearmijo@cabq.gov]

**Sent:** Friday, July 26, 2019 1:39 PM

To: David Soule

**Subject:** FW: SO-19\_5124 2nd ST NW\_2019029215EXC

Attachments: 5124 2ND ST NW.PDF

Hello David,

Hope this helps out. Have a great weekend.

From: Armijo, Augustine

Sent: Friday, July 19, 2019 1:22 PM

To: DMD CCS Permits

Cc: Hughes, James D.; Harmon Rita T.

**Subject:** SO-19\_5124 2nd ST NW\_2019029215EXC

Went to inspect Culvert Installation at 5124 2<sup>ND</sup> ST NW. It was completed to COA standards (Pass)

### Thank You



## **Augustine Armijo**

construction inspector augustinearmijo@cabq.gov

o 505.857.8607 c 505.235-8016

cabq.gov/dmd



# PRIVATE FACILITY DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between MURPHY PROPERTIES,LLC ("Owner"), whose address is 5124 SECOND STREET NW ALBUQUERQUE, NM 87107, and whose telephone number is 623-698-4003 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. <u>Recital</u>. The Owner is the current owner of the following described real property located at [give legal description, and street address] 5124 NORTH SECOND STREET: TRACT 3A, NORTH SECOND STREET BUSINESS CENTER recorded on 5/8/2018, pages 1 through 2, as Document No. 2018040533 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. <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:

DETENION/RETENTION POND WITH OUTFALL CONDUITS AS SHOWN APPROVED GRADING PLAN FILE F15/D052E

The Drainage Facility is more particularly described in  $\underline{\textbf{Exhibit A}}$  attached hereto and made a part hereof.

- 3. <u>Maintenance of Drainage Facility</u>. The Owner shall maintain the Drainage Facility at Owner's sole cost in accordance with the approved Drainage Report and plans.
- 4. <u>Benefit to Property</u>. 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. <u>Inspection of Drainage Facility</u>. 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 (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]:	By: Center a cheve Long			
Name [print]: David D. Murphy	Shahab Biazar, P.E., City engineer			
Title: Member/Mar.	Dated: 5-30-18			
Dated: 5-17-18				
OWNER'S ACKNOWLEDGMENT				
STATE OF NEW MEXICO )				
)SS				
COUNTY OF BERNALILLO )				
This instrument was acknowledged before m				
2018, by David D. Murphy Member / Manager	(name of person signing permit), (title of person signing permit) of			
Murchy Properties LLC	(Owner).			
(SEAL)	wille Than DEON			
Rochelle Thompson Notary	Public			
My Control	mmission Expires: March 17, 2021			
CITY'S ACKNOW	LEDGMENT			
STATE OF NEW MEXICO )				
)ss				
COUNTY OF BERNALILLO )				
This instrument was acknowledged before me on this day of day of 20 %, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,				
a municipal corporation, on behalf of said corporation. Curtis Charnefor				
	Charlotte RoBadie			
(SEAL)	Notary Public			
STATE OF THE PARTY	My Commission Expires:			
NOTARL				
(EXHIBIT A AT	TACHED)			
PUBLIC 105				

