CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



May 28, 2019

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

RE: Family Dollar

1400 Gibson Blvd SE

Request for Certificate of Occupancy - Permanent

Hydrology Inspection - Approved Grading Plan Stamp Date: 5/11/18

Certification Dated: 5/24/19 Hydrology File: L15D049

PO Box 1293

Dear Mr. Goodwin:

Based on the submittal received on 5/24/19, this certification is approved in support of

Permanent Certificate of Occupancy 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 M. Peterson

Senior Engineer, Planning Dept. Development Review Services

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



City of Albuquerque

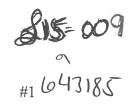
Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Family Dollar		
		Work Order#:
Legal Description: <u>Portion of Tract B, Gibso</u>	n & Miles Area	
City Address: 1400 Gibson Blvd.		
Applicant: 1400 GBSE, LLC		
Address: 5850 Eubank Blvd. NE Suite B-62, Alb	• •	
Phone#: 331-1312	Fax#:	E-mail: <u>blanchard0579@gmail.com</u>
Other Contact: Mark Goodwin & Associates,	PA	Contact: Hiram Crook
Address: PO BOX 90606, Albuquerque, NM 87	199	
Phone#: 828.2200	Fax#:	E-mail: hiram@goodwinengineers.com
TYPE OF DEVELOPMENT:PLAT (# of I	ots)RESIDE	ENCEDRB SITE_X_ADMIN SITE
IS THIS A RESUBMITTAL? Yes X N		
DEPARTMENT TRANSPORTATION	X HYDROLOG	Y/DRAINAGE
Check all that Apply: TYPE OF SUBMITTAL:		PE OF APPROVAL/ACCEPTANCE SOUGHT: _BUILDING PERMIT APPROVAL _CERTIFICATE OF OCCUPANCY
X ENGINEER/ARCHITECT CERTIFICATION X PAD CERTIFICATION CONCEPTUAL G & D PLAN GRADING PLAN DRAINAGE REPORT DRAINAGE MASTER PLAN FLOODPLAIN DEVELOPMENT PERMIT AP ELEVATION CERTIFICATE CLOMR/LOMR TRAFFIC CIRCULATION LAYOUT (TCL) TRAFFIC IMPACT STUDY (TIS) STREET LIGHT LAYOUT OTHER (SPECIFY) PRE-DESIGN MEETING?	PLIC	-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 -FLOODPLAIN DEVELOPMENT PERMIT -OTHER (SPECIFY) Permanent CO
DATE SUBMITTED: May 24, 2019	=	
COA STAFF:		`AL RECEIVED:

FEE PAID:____



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. <u>Recital</u>. The Owner is the current owner of the following described real property located at [give legal description, and street address] <u>1400 Gibson Blvd. SE, Albuquerque, New Mexico 87106</u>. The legal description is more particularly described in Exhibit "A"

recorded on <u>January 9, 2018</u>, as Document No. <u>2018002428</u> 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: <u>Inline Check Valve at the Type D Inlet.</u>

The Drainage Facility is more particularly described in Exhibit "B" attached hereto and made 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. <u>Indemnification</u>. 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: 1400 GBSE, LLC	CITY OF ALBUQUERQUE:
By [signature]:	By:
Name [print]: BRET BLANCHARD	Shahab Bjazar, P.E., City engineer
Title: CO-MANNUTUL MEMBER	Dated: 6//3/18
Dated: 5/24/18	
I	
OWNER'S ACKNOW	LEDGMENT
STATE OF NEW MEXICO)	
)ss COUNTY OF BERNALILLO)	
OFFICIAL SEAL Kay Brashear Notary P	(name of person signing permit), (title of person signing permit) of (Owner).
CITY'S ACKNOWL	EDGMENT
STATE OF NEW MEXICO))ss COUNTY OF BERNALILLO)	
This instrument was acknowledged before me 208, by Shahab Biazar, P.E., a municipal corporation, on behalf of said corporation	City Engineer, of the City of Albuquerque,
NOTARY OF RESIDENCE (SEAL) NOTARY OF RESIDENCE (EXHIBIT A ATT.	Choulte Kabadie Notary Public My Commission Expires: Manch 15,3001

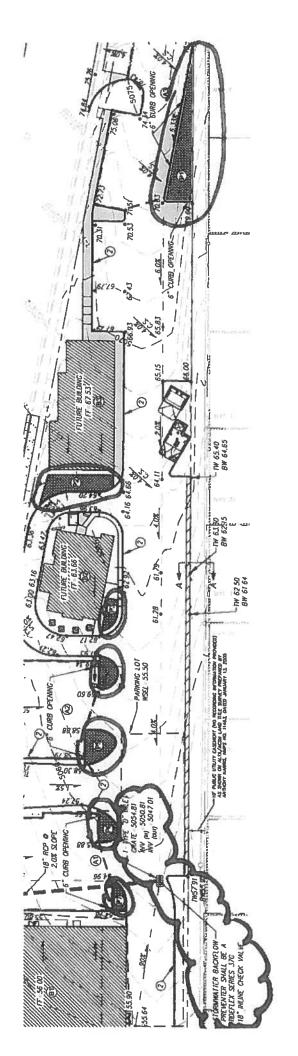
EXHIBIT A

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.

Check Valve

Pends



315-010 or #1 643185

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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:

Ponds P1, P2, P3, P4, P5, P6, and P7.

The Drainage Facility is more particularly described in Exhibit "B" attached hereto and made part hereof.

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- 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. <u>Indemnification</u>. 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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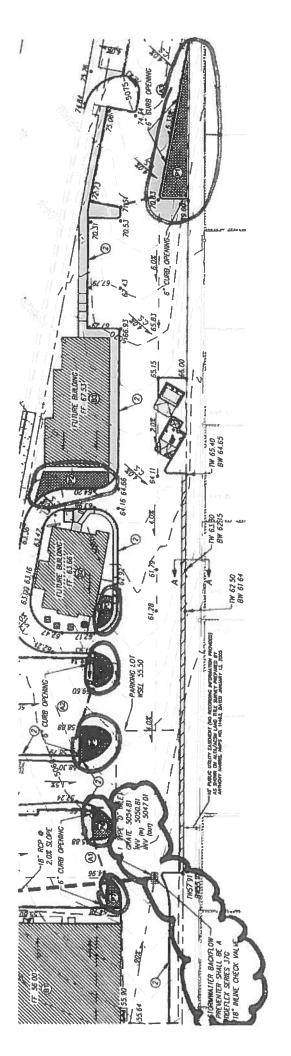
OWNER: 1400 GISSE	144(CITY OF ALBUQ	UERQUE:
By [signature]	-	By:	- The
Name [print]: BRET BLAK	se (+HAR)		P.Ę., City engineer
Title: CO - MANAGING MA	_		3/18
Dated: 5/24/18		_	
- 1 - 1			
OW	NER'S ACK	NOWLEDGMENT	
STATE OF NEW MEXICO)		
COUNTY OF BERNALILLO)ss)		
This instrument was acknowledge.	owledged befo	re me on this <u>24</u> day of <u>(</u>	nay,
20 18, by Bret Blanchord	-	(name of person	signing permit),
Co-managing member		(title of person s (Owner).	igning permit) of
OFFICIAL SEA Kay Brashes NOTARY PUBLIC STATE OF NEW MEN My Commission Expires: 6-19-19	No No	tay (5) — otary Public y Commission Expires: 8.	19.19
<u>C</u>	ITY'S ACKN	OWLEDGMENT	
STATE OF NEW MEXICO)		
COUNTY OF BERNALILLO)ss)		
This instrument was ackn	Shahab Biazar,	P.E., City Engineer, of the Ci	
OTTE LOGICE		Notary Public My Commission Expires	aBadue :Murch 15,2021
PUBLIC : GS	(EXHIBIT A	ATTACHED)	
THE OF THE WALLES		3	

£1 34

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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Ponds

Check Valve



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 ~
~ 2017 ENR Landscape/Urban Development Award of Merit ~
~ 2018 ENR Residential/Hospitality Award of Merit ~

January 14, 2019

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

Re: Family Dollar at 1400 Gibson Blvd., ABQ, NM (L15D049)

Dear Mr. Peterson;

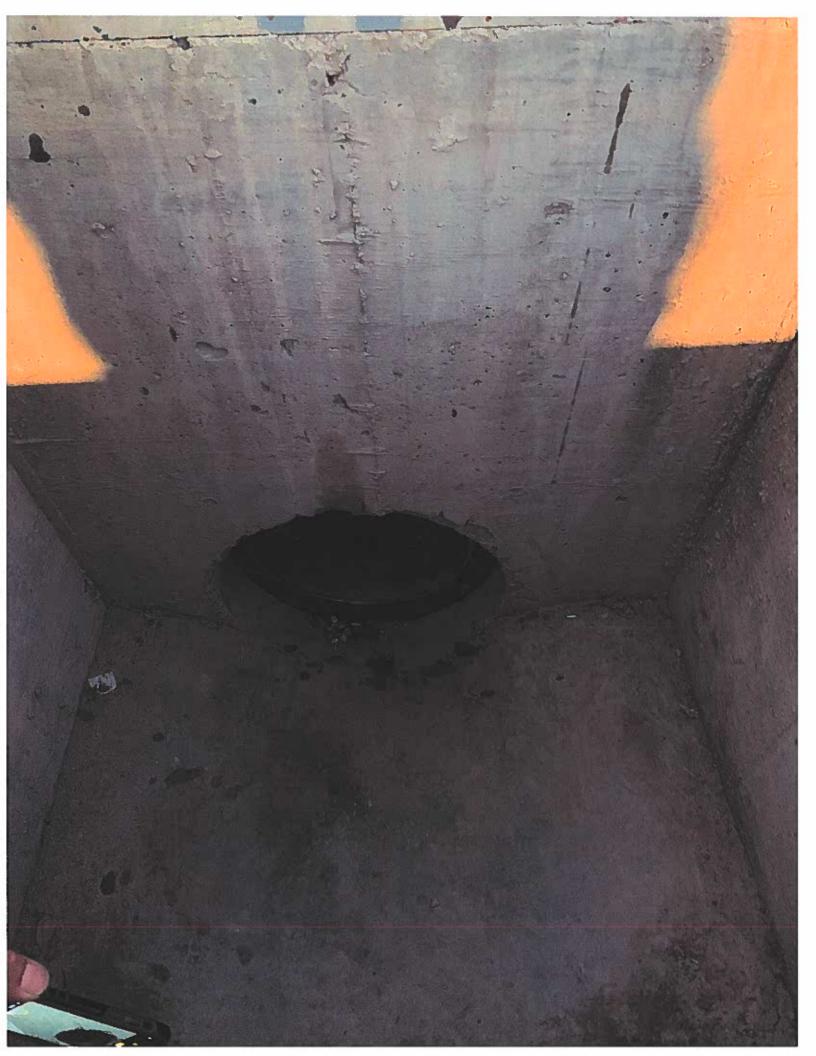
This letter is to certify that on 1/9/2019 the inline check valve for the Family Dollar site at 1400 Gibson Blvd SE was delivered and installed per its manufactured specifications. Attached are photos showing the installation of the inline check valve.

Please call me if you have any questions.

Sincerely, MARK GOODWIN & ASSOCIATES, P.A.

Mark Goodwin, PE President







*** DUPLICATE ***

City of Albuquerque Treasury J-24 Deposit

Date: 11/20/2018 Office: Station ID Cashier: Batch: 9814 Trans:

Cashier: E39083 Trans: 30

TREASURY DIVISION DAILY DEPOSIT

ÖSÍT 305 Account: 461615 Activity ID7547210 Project ID24_MS4 Bus.Unit: PCDMD

Dept ID:

805.Unit 34,616.00

Alloc Amt: \$4,616.00 Trans Amt: \$4,616.00

\$4,616.00

Transmittals for: PROJECTS Only

**** DUPLICATE ***

Check Tendered:

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	\$ 4,616.00	461615	305	PCDMD	24_MS4	7547210	\$ 4,616.00
TOTAL AMOUNT						TOTAL DEPOSIT	\$4,616.00
							*
	5D049 ayment In-Lieu	For Storm Wa	ater Quality	Name: Fa	mily Dollar- por	nds not built, 20,36	35 sf imp

	In-Lieu For Storm Water Quality Requirement	Name:	Family Dollar- ponds not built, 20,	365 ST IMP
Address/Legal Description	n: 1400 Gibson SE Portion of Tr D, Gibson and I	Miles area		
DEPARTMENT NAME:	Planning Department/Develop	ment Reviev	w Services, Hydrology	
PREPARED BYDana	Peterson	PHONE	924-3695	
BUSINESS DATE11/2	20/18			
DUAL VERIFICATION O	F DEPOSIT A PARTIES EMPLOYEE SIGNA	ATURE		
AND BY EMPLOYEES	SIGNATURE			
AMOUNT				
CHECK #	D 011 C11=0111			

The Payment-in-Lieu can be paid at the Plaza del Sol Treasury, 600 2nd St. NW. **Bring two 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.



City of Albuquerque Treasury

J-24 Deposit

5/25/2018 Office: Station ID Cashier: TRSMAB Batch: Trans#

Activity ID7547210 Project ID24_MS4

TREASURY DIVISION DAILY DEPOSIT: 305 461615 Dept ID:

Date:

Bus.Unit: PCDMD \$7,064.00 Alloc Amt:

Trans Amt: \$7,064,00 Check Tendered :

\$7,064.00

Payment In-Lieu for Storm Water Quality Volume Requirement

Transmittals for:

PROJECTS Only

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TOTAL AMOUNT						TOTAL DEPOSIT	\$7,064.00

Hydrology#: _L15D049
Volume Requirement
ddress/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 5-75-18
DUAL VERIFICATION OF DEPOSIT Made la Count
AND BY EMPLOYEE SIGNATURE
EMPLOYED SIGNATURE
REMITTER: 1400 GBSC / LC
MMOUNT: 7 064.00
BANK: JANB
CHECK#: 119 DATE ON CHECK: 5-24-18

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.

