## CITY OF ALBUQUERQUE



November 28, 2017

Philip Clark Clark Consulting Engineers 19 Ryan Road Edgewood, NM 87015

RE: Premier M.H Display Yard

**Grading Plan** 

Engineer's Stamp Date 10/05/17 Hydrology File: M14D012C2

Dear Mr. Clark:

Based on and recorded drainage easement received on 11/27/2017 and the information provided in the submittal received on 10/08//17 the above referenced Grading Plan is approved for Building Permit and Grading Permit based on the following conditions:

PO Box 1293

A II

Albuquerque

NM 87103

1. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

2. Erosion and Sediment Control (ESC) permit is required prior to grading of the site. Please coordinate with Curtis Cherne with Storm Water Quality section for obtaining the ESC permit.

3. The Drainage Covenant with the an udated "Exhibit A" which would reflect the asbuilt grades must be recorded prior to Certification of Occupancy.

www.cabq.gov

If you have any questions, you can contact me at 924-3999.

Sincerely,

Shahab Biazar, P.E.

City Engineer, Planning Dept. Development Review Services

Orig: Drainage File



# City of Albuquerque

### Planning Department

#### Development & Building Services Division

### DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 1/2016)

Project Title: Premier M.H. Display Yard	itle: Premier M.H. Display Yard Building Permit #:_		Hydrology File #: M-14/D012C2	
DRB#: EPC#:				
Legal Description: Lot 1A-1 Broadway Indus				
City Address: San Jose Ave / Broadway SElocated at the SE corner				
City Address:				
Applicant: CLARK CONSULTING ENGINEERS		Contact:	Philip Clark	
Address: 19 Ryan Road Edge				
Phone#: 281.2444	Fax#:	E-mail: _	CCEalbq@aol.com	
Other Contact: Contact: Address:				
Phone#:				
Check all that Apply:				
DEPARTMENT:  × HYDROLOGY/ DRAINAGE  TRAFFIC/ TRANSPORTATION  MS4/ EROSION & SEDIMENT CONTROL		TYPE OF APPROVAL/ACCEPTANCE SOUGHT:  X BUILDING PERMIT APPROVAL  CERTIFICATE OF OCCUPANCY  GRADING/ESC PERMIT APPROVAL		
TYPE OF SUBMITTAL:		GRADING/ESC PERMIT A	APPROVAL	
AS-BUILT CERTIFICATION  CONCEPTUAL G & D PLAN  X GRADING PLAN  DRADIAGE MASTER PLAN		PRELIMINARY PLAT APP SITE PLAN FOR SUB'D A SITE PLAN FOR BLDG. PI FINAL PLAT APPROVAL  SIA/ RELEASE OF FINANC FOUNDATION PERMIT A	PPROVAL ERMIT APPROVAL CIAL GUARANTEE	
TRAFFIC CIRCULATION LAYOUT (TCL) TRAFFIC IMPACT STUDY (TIS) NEIGHBORHOOD IMPACT ASSESMENT (NIA) EROSION & SEDIMENT CONTROL PLAN (ESC) OTHER (SPECIFY)		SO-19 APPROVALPAVING PERMIT APPROVALGRADING/ PAD CERTIFICATIONWORK ORDER APPROVALCLOMR/LOMR  PRE-DESIGN MEETING?		
OTTER (OT BOIL 1)		FRE-DESIGN WILE HING!		
IS THIS A RESUBMITTAL?: X Yes	No	OTHER (SPECIFY)		
DATE SUBMITTED: 10/30/17 By: Phil Clark				
•••••				

FEE RECEIVED: \_\_\_

ELECTRONIC SUBMITTAL RECEIVED: y

COA STAFF:

M14-1009

#### GRANT OF PRIVATE DRAINAGE EASEMENT

The undersigned grantors, Michael A. Omlor and Glenna M. Omlor, are the owners of the following described parcels in Bernalillo County, New Mexico, to wit:

Lot 1A-1 and Lot 1A-2 of Broadway Industrial Center Unit 2, within Section 32, T.10N., R.3E., N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the plat thereof, filed in the office of the Bernalillo County Clerk on February 23.2007 in Plat Book 2007C, Page 45.

the PROPERTY DEFINED HEREON, is Lot 1A-1:

WHEREAS, the undersigned wish to create a temporary PRIVATE drainage easement for the conveyance of storm water runoff within and across Lot 1A-1.

NOW THEREFORE, the undersigned hereby grant a blanket private drainage easement within the PROPERTY. Said easement is granted for the free flow and conveyance of storm water runoff within and across the PROPERTY. Said easement is located over the entire PROPERTY, except where buildings and structures are existing or constructed in the future. Said easement is granted for the benefit and use of the owner(s) of both parcels, Lot 1A-1 and Lot 1A-2. The drainage structures and ponds within the PROPERTY shall be constructed and maintained by the owners of both parcels, Lot 1A-1 and Lot 1A-2, in accordance with the approved Grading and Drainage Plan. Said temporary private drainage easement shall run with the land and shall be binding on the heirs, successors, administrators and assigns of the undersigned grantors, until adequate downstream public drainage improvements are constructed.

Witness our hands and seals this 10th day of 12mmber, 2017.

Glehna M. Omlor

**ACKNOWLEDGEMENT** State of New Mexico) County of Bernalillo ) ss

This instrument was acknowledged before me on Norther 10th, 2017.

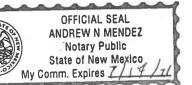
By: Michael A. Omlor and Glenna M. Omlor

My commission expires: 2174 121

**Notary Public** 

Doc# 2017112124

11/22/2017 11:39 AM Page: 1 of 1 EASE R:\$25.00 Linda Stover, Bernalillo County



### PRIVATE FACILITY DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), betweenMichael A and Glenna M Omlor				
("Owner"), whose address is 3104 Toreador, Albq, NM 87111				
and whose telephone number is (505)550-6000 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.				
Recital. The Owner is the current owner of the following described real property located at [give legal description, and street address]  2700 Broadway SE, Albuquerque, NM 87102				
LOT 1A-1, BROADWAY INDUSTRIAL CTR., UNIT 2				
recorded on 2/23/2007, bk 2007C, pages 45 through, as Document No. 2010095801 092310 WD				
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				

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:

this Covenant to establish the obligations and responsibilities of the parties.

10-day Retention Pond located along the south and west boundaries of Tract 1A-1.

Ref: city Hydrol. file M14/D012C2

The Drainage Facility is more particularly described in **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. <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:	CITY OF ALBUQUERQUE:
By [signature]:	By:
Name [print]: Michael A. Omlor	Shahab Biazar, P.E., City engineer
Title: owner	Dated:
Dated:/0-26-17	
OWNER'S A	<u>CKNOWLEDGMENT</u>
STATE OF NEW MEXICO ) )ss	
COUNTY OF BERNALILLO )	
OFFICIAL SEAL  Michael A Omlor Jr.  NOTARY PUBLIC  STATE OF NEW MEXICO  Commission Expires: 2-2-2-2	name of person signing permit),  (title of person signing permit) of  (Owner).  Notary Public  My Commission Expires: 3-2-20
	NOW LEDGWENT
STATE OF NEW MEXICO ) )ss COUNTY OF BERNALILLO )	
This instrument was acknowledged b20, by Shahab Biaz a municipal corporation, on behalf of said co	zar, P.E., City Engineer, of the City of Albuquerque,
(SEAL)	Notary Public My Commission Expires:

(EXHIBIT A ATTACHED)

