

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between PV Trails Albuquerque, LLC
("Owner"), whose address is 4350 La Jolla Village Drive, Suite 110, San Diego CA 92122,
and whose telephone number is (858) 625-0100 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 1 at the Trails Unit 3A, recorded 12/21/2007, Book 2007C as Document No. 2007171107

recorded on December 21, 2007, pages 0352 through , as Document No. 2007171107
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. Description and Construction of Drainage Facility. 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:

4.68 acre-foot detention pond

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

3. 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. Liability of City. The Owner understands and agrees that the City shall not be liable

Doc# 2020111910

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COV R: \$25.00 Linda Stover, Bernalillo County



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. Assessment. 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. Binding on Owner's Property. 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. Entire Covenant. 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. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

OWNER:

By [signature]: Kevin Wechter

Name [print]: Kevin Wechter

Title: Manager of Manager

Dated: 10/19/20

CITY OF ALBUQUERQUE:

By: _____

Shahab Biazar, P.E., City engineer

Dated: _____

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____,
20____, by _____ (name of person signing permit),
_____, (title of person signing permit) of
_____, (Owner).

Notary Public

My Commission Expires: _____

SEE ATTACHED

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____,
20____, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.

Notary Public

My Commission Expires: _____

(EXHIBIT A ATTACHED)

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 SAN DIEGO

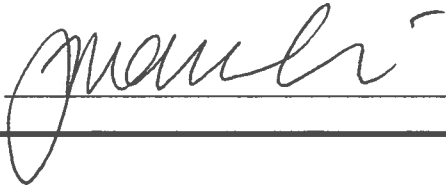
On October 19, 2020 before me, JOSEFIN M.F. MANELSKI, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Kevin Wechter,
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.

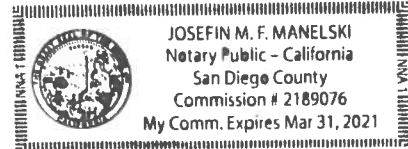
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CITY OF ALBUQUERQUE:

DocuSigned by:
By: Shahab Biazar
Shahab Biazar, P.E., City Engineer

DS
a

Date: 11/2/2020 | 5:59 PM MST

CITY'S NOTARY

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 2nd day of November, 2020, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of the municipal corporation.

(SEAL)

Charlotte Labadie
Notary Public

My Commission Expires: March 15, 2021

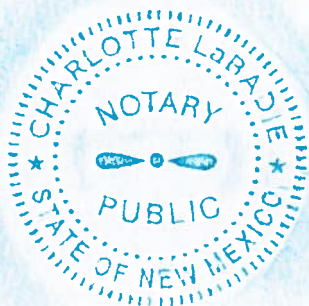


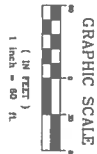
EXHIBIT 'A'

PLAT OF
LOTS 1 THRU 78 AND TRACTS 1 THRU 11
CATALONIA

(BEING A REPLAT OF TRACT 1 AND
TRACT 2, THE TRAILS UNIT 3A)
WITHIN
THE TOWN OF ALAMEDA GRANT
PROJECTED SECTION 16 AND 17
TOWNSHIP 11 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
OCTOBER, 2020

EASEMENT LEGEND

- ① 10' Public Utility Easement
- ② 50' Sanitary Sewer Easement
- ③ 50' Sanitary Sewer Easement
- ④ 50' Sanitary Sewer Easement
- ⑤ 50' Sanitary Sewer Easement
- ⑥ 50' Sanitary Sewer Easement
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- ㊾ 50' Sanitary Sewer Easement
- ㊿ 50' Sanitary Sewer Easement



TRACT 5
BLACK RANCH
UNPLATTED

N. 02° 16' W. 1866.82'

1027.27'

PASEO DEL NORTE

R.O.W. VARIES

465.30'

TRACT 11
1372.10 AC.

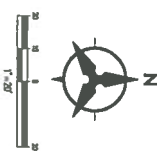
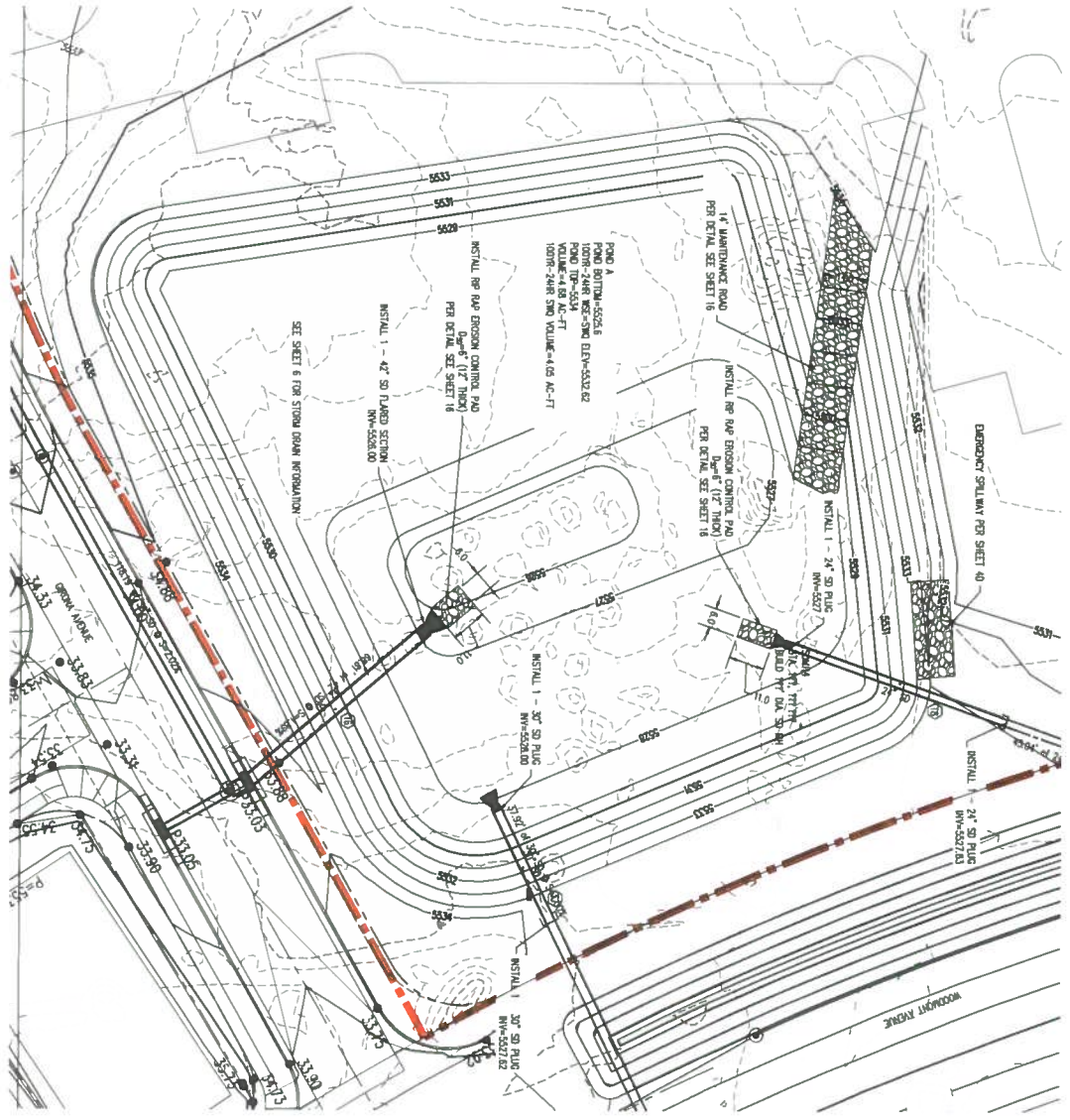
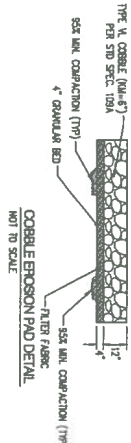
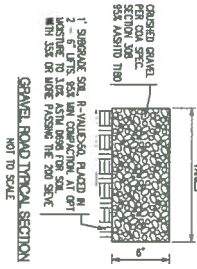
50' 11' 55" W.

258.86'

WOODMONT AVENUE NW
R.O.W. VARIES

EXHIBIT 'A'

NO.	DESCRIPTION	AMOUNT	UNIT	PRICE	TOTAL
1	CONCRETE	1.00	CU YD	10.00	10.00
2	GRAVEL	1.00	CU YD	10.00	10.00
3	COARSE GRAVEL	1.00	CU YD	10.00	10.00
4	COARSE GRAVEL	1.00	CU YD	10.00	10.00
5	COARSE GRAVEL	1.00	CU YD	10.00	10.00
6	COARSE GRAVEL	1.00	CU YD	10.00	10.00
7	COARSE GRAVEL	1.00	CU YD	10.00	10.00
8	COARSE GRAVEL	1.00	CU YD	10.00	10.00
9	COARSE GRAVEL	1.00	CU YD	10.00	10.00
10	COARSE GRAVEL	1.00	CU YD	10.00	10.00



P:\20190214\CDT\Plan\General\20190214_POND.dwg
Wed, 26-Aug-2020 5:11 pm Plotted by: SSSJUTIA

CITY OF ALBUQUERQUE
DEPARTMENT OF
MUNICIPAL DEVELOPMENT
CATALONIA

Bohannon **Huston**
www.bhnc.com
800.877.5332

DESIGN REVIEW COMMITTEE

CDT ENGINEER APPROVAL

LAST DESIGN UPDATE

NO. DATE

REMARKS

REVISIONS

DESIGN

DESIGNED BY YPM DATE 11/2019

DRAWN BY SS DATE 11/2019

CHECKED BY YPM DATE 11/2019

ENGINEER'S SEAL

SURVEY INFORMATION

FIELD NOTES

NO. BY DATE

NO. BY DATE

NO. BY DATE

NO. BY DATE

NO. BY DATE

NO. BY DATE

NO. BY DATE

NO. BY DATE

NO. BY DATE

BENCH MARKS

US&GS BRASS DISC STAMPED "REWARD 1909"

GEOGRAPHIC POSITION (NAD 83)

N.M. STATE PLANE COORDINATES (CENTRAL ZONE)

N=1487364.063 E=1481190.819

GROUND TO GRID = 0.999675005

DELTA ALPHA = -001712.26"

NAVD 1988 ELEVATION = 5319.688

AS-BUILT INFORMATION

CONTRACTOR

DATE

STARTED BY

DATE

INSPECTED BY

DATE

APPROVED BY

DATE

DESIGNED BY

DATE

RECORDED BY

DATE

NO.

DATE

QTY PROJECT NO.

740585

CDT MAP NO.

C-09-Z

SHEET

16

OF

27