

(NO PUBLIC EASEMENT)

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Chris Waggoner ("Owner"), whose address is 10711 Modesto Avenue NE, Albuquerque, New Mexico 87122 and whose telephone number is (505) 379-2276 and the City of Albuquerque, a New Mexico municipal corporation ("City"), 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. Owner is the current owner of certain real property described as:

5111 Wilshire Avenue, Albuquerque, New Mexico 87121

Tract D-1A1-B, Industrial District Subdivision, Unit 1 Recorded on September 18, 2007, Book 2007C, Page 268,

in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information).

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities ("Drainage Facility") 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 Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No. C17-D014A1:

Stormwater retention pond with a pump station equipped with a Zoeller Model 98 Submersible Effluent/Dewatering Pump and Zoeller Double 10-032 Piggyback Variable Level Float Switch, as detailed on the Grading and Drainage Plan prepared by Lorenz Design & Consulting, LLC, dated May30, 2018

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

3. Maintenance of Drainage Facility. The Owner will maintain the Drainage Facility at the Owner's cost in accordance with the approved Drainage Report and plans.

4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.

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COV R: \$25.00 Linda Stover, Bernalillo County



5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages, which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of, or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. 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 Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Covenant may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. 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.

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is:

Chris Waggoner
10711 Modesto Avenue NE
Albuquerque, New Mexico 87122

Notice may be given to the Owner either in person or by mailing the Notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the Owner within three (3) days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested, to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

14. Entire Agreement. 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 regarding this subject matter.

15. Changes to Agreement. Changes to this Covenant are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.

OWNER:

By [signature]: Chris Waggoner

Name [print]: Chris Waggoner

Title: Owner

Dated: 8/20/18

CITY OF ALBUQUERQUE:

By: Shahab Biazar (P.E.)

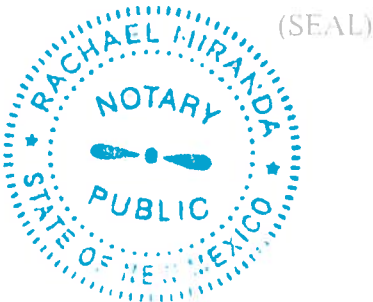
Shahab Biazar, P.E., City engineer

Dated: 8/28/18

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 20 day of August, 2018, by Chris Waggoner (name of person signing), Owner (title of person signing) of Silver Star Auto Haus.



Rachael Miranda
Notary Public
My Commission Expires: 10/6/2021

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 28th day of August, 2018, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



Charlotte LaBadie
Notary Public
My Commission Expires: March 15, 2021

EXHIBIT A

GRADING AND DRAINAGE PLAN

PURPOSE AND SCOPE

Pursuant to the Drainage Ordinance for the City of Albuquerque and the Development Process Manual, this Grading and Drainage Plan outlines the drainage management criteria for controlling developed runoff from the project site. The project consists of the design and construction of the Silver Star Auto Haus, located at 5111 Wilshire Avenue NE. The project includes a 6,000 square foot building with paving, landscaping, utility, grading, and drainage improvements to support the project. The purpose of this Plan is to support site development plan and building permit approval. The scope of this plan is to present grading and drainage criteria for the safe management of excess runoff impacting the site from upstream drainage basins, and controlling excess runoff from the project site in a well-managed, non-erosive manner.

EXISTING CONDITIONS

The property is located at 5111 Wilshire Avenue NE, between Jefferson Street and San Mateo Blvd NE. The site is presently undeveloped. Site topography slopes to the west. The site presently drains west onto Tract D-1A1 where excess runoff flows overland within the paved parking lot to an existing private detention pond located at the northwest corner of Tract D-1A1. The pond was constructed with the development of Tract D-1A1 in accordance with the approved Grading and Drainage Plan for Tracts D-1A1 and D-1A2, prepared by Easterling & Associates, 1994. The pond drains at a controlled rate of 13.2 cfs to an existing public drainage system located in Jefferson Street NE. Per the approved plan, the project site was allowed to free discharge to the detention pond. Properties to the east drain either south to Wilshire Avenue, or north to the detention pond by an existing 10-inch private storm drain. No off site flows impact the site. As shown by the attached FIRM Panel the site does not lie within a mapped 100 year Flood Zone.

PROPOSED IMPROVEMENTS

As stated above, the project consists of the construction of a 6,000 square foot building with paving, landscaping, utility, grading, and drainage improvements. Although the approved Grading and Drainage Masterplan for the property allows free discharge across Tract D-1A1 to the existing detention pond, no drainage easements exist giving the site legal permission to drain to the pond. The property owner has been unable to obtain a drainage easement, therefore, the developed site will retain the 100 year-10 day volume within a linear pond located along the west side of the site. The pond will evacuate by a sump pump designed to drain the pond within 24 hours. The pump discharge line will drain to Wilshire Avenue by a curb penetration.

First flush storage will be obtained within the retention pond by elevating the pond outlet 1-foot above the pond bottom.

Construction will disturb an area of less than 1.0 acres; therefore a Storm Water Pollution Prevention Plan will not be required.

CALCULATIONS

The calculations shown herein define the 100-year/6 hour design storm falling within the project area under existing and proposed conditions. The hydrology is per "Section 22.2, Part A, Development Process Manual, Vol 2", dated June 1997.

ZONE:	2	PROJECT HYDROLOGY									
P 10 DAY	2.35	SILVER STAR AUTO HAUS									
P 10 DAY	3.95	AHYMO									
EXISTING CONDITIONS											
BASIN	AREA (ac)	A (ac)	B (ac)	C (ac)	D (ac)	E	Q (cfs)	VOL (ac ft)	10 Day VOL (ac ft)		
SITE	0.98	0.00	0.00	0.00	0.97	0.01	1.14	3.09	0.093	0.094	
PROPOSED CONDITIONS											
BASIN	AREA (ac)	A (ac)	B (ac)	C (ac)	D (ac)	E	Q (cfs)	VOL (ac ft)	10 Day VOL (ac ft)		
SITE	0.98	0.00	0.15	0.15	0.66	1.78	4.01	0.144	0.235		

FIRST FLUSH CRITERIA

By ordinance the size is required to retain the 90th percentile rainfall depth. In order to comply with this criterion, where practical, all surface areas will be retained through landscaped areas before release to downstream public drainage facilities. The proposed plan will retain runoff through a permanent retention pond with flush storage. Size in area of the 90th percentile rainfall will be provided as illustrated below.

90 th percentile depth	0.44"
Less initial abstraction	0.16"
Total retained depth	0.34"

Site Area Type D = 0.68 ac.

Storage requirement = $AD(0.34") - 0.68 \text{ ac}(1.560 \text{ cfs/ac})(3.4")/12" = 0.79 \text{ cfs}$

First flush storage to be provided within the retention pond, below the inlet grate elevation of 3154.00.

Total first flush volume within pond = $0.012 \text{ ac}(1.560 \text{ cfs/ac})(1.27") = 0.014 \text{ cfs}$

IN ACCORDANCE WITH THE CITY OF ALBUQUERQUE DRAINAGE ORDINANCE, EFFECTIVE MAY 12, 2014, ALL NEW DEVELOPMENT PROJECTS ARE REQUIRED TO MANAGE THE RUNOFF WHICH OCCURS DURING THE 60TH PERCENTILE STORM EVENT. IN ORDER TO COMPLY WITH THIS CRITERIA, WHERE PRACTICAL, ALL SURFACE DRAINAGE SHALL BE ROUTED THROUGH LANDSCAPED AREAS BEFORE RELEASE INTO DOWNSTREAM DRAINAGE FACILITIES. THIS PLAN RECOMMENDS ALL LANDSCAPED AREAS BE DEPRESSURED A MINIMUM OF 3-INCHES BELOW THE ADJACENT PAVED SURFACE TO RETAIN THE FIRST FLUSH RUNOFF.

PROJECT DATA

PROPERTY ADDRESS:

5111 WILSHIRE AVE NE
ALBUQUERQUE, NEW MEXICO

LEGAL DESCRIPTION:

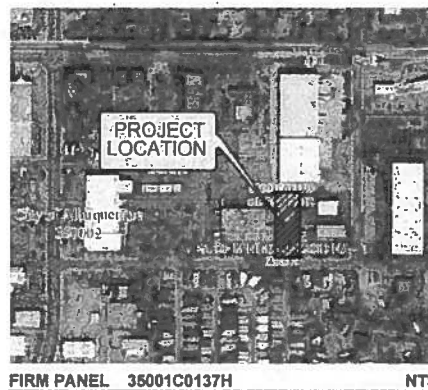
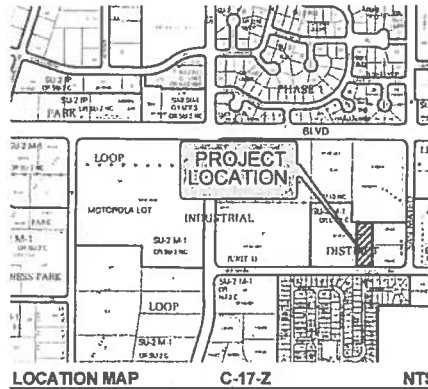
TRACT D-1A1-B
LOOP INDUSTRIAL DISTRICT
SUBDIVISION
ALBUQUERQUE, NEW MEXICO

SURVEY

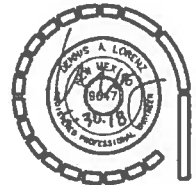
ALL PROJECT SURVEYING BY
THE SURVEY OFFICE, LLC.
FEBRUARY 2018

GENERAL NOTES

- LDC recommends that the Owner obtain a Geotechnical Evaluation of the on-site soils prior to foundation/structural design.
- This Plan recommends positive drainage away from all structures to prohibit ponding of runoff which may cause structural settlement. Future alteration of grades adjacent to the proposed structures is not recommended.
- Irrigation within 10 feet of any proposed structure is not recommended. Introduction of irrigation water into subsurface soils adjacent to the structure could cause settlement.
- This Plan is prepared to establish on-site drainage and grading criteria only. LDC assumes no responsibility for subsurface analysis, foundation/structural design, or utility design.
- Local codes may require all footings to be placed in natural undisturbed soil. If the Contractor plans to place footings on engineered fill, a certification by a registered Professional Engineer will be required. If the contractor wishes LDC to prepare the Certification, we must be notified PRIOR to placement of the fill.
- LDC recommends that the Owner obtain the services of a Geotechnical Engineer to test and inspect all earthwork aspects of the project.
- The property boundary shown on this Plan is given for information only to describe the project limits. Property boundary information shown herein does not constitute a boundary survey. A boundary survey performed by a licensed New Mexico Registered Professional Surveyor is recommended prior to construction.
- All spot elevations are finished grade or top of pavement, unless noted otherwise.
- The City of Albuquerque has received its EPA MS4 Permit for stormwater quality with an effective date of March 1, 2012.
- See Site Plan for dimension control and location of all site improvements.



ITEM	EXISTING	PROPOSED
PROPERTY LINE	---	---
SPOT ELEVATION	X 78.5	01.5
CONTOUR W/ ELEVATION	--- 5000 ---	--- 5800 ---
DIRECTION OF FLOW	---	---
RIDGE LINE	---	---
SLOPE GRADING	---	3:1
TOP CURB/FLOWLINE	EX TC 78.75 EX FL 78.3	TC 78.75 FL 78.3
TOP WALL/FINISH GRADE	EX TW 78.75 EX FG 78.3	TW 78.75 FG 78.3
CONCRETE CURB	---	---
BLOCK WALL	---	---
RETAINING WALL	---	---
STORM DRAIN	84" SD	24" SD
UTILITY POLE	---	---
WATER METER	---	---
SEWER MANHOLE	---	---
IRRIGATION BOX	---	---
DRAINAGE RIDGE LINE	---	---

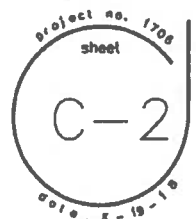


LORENZ
DESIGN & CONSULTING, LLC
Civil Engineering | Construction Management
2021 1000 1st Ave NE, Suite A
Albuquerque, NM 87102
Tel: 505-243-4000 Fax: 505-243-4000

GRADING & DRAINAGE PLAN

SILVER STAR AUTO HAUS
5111 WILSHIRE AVE. N.E.
ALBUQUERQUE, NEW MEXICO

SANDERS & ASSOCIATES ARCHITECTS, P.C. 6000 ROGERS AVE. N.E. ALBUQUERQUE N.M. 87110 (505) 255-5040 FAX (505) 255-5040



KEYED NOTES

- EXISTING CONCRETE CURB.
- EXISTING CONCRETE SIDEWALK.
- EXISTING HANDICAP RAMP.
- EXISTING CONCRETE VALE GUTTER.
- EXISTING ASPHALT PAVEMENT.
- EXISTING BLOCK WALL.
- EXISTING 8" CHAIN LINK FENCE.
- REMOVE AND SALVAGE EXISTING 8" CHAIN LINK FENCE.
- EXISTING WIRE FENCE IN DISREPAIR. COORDINATE REPAIR WITH ADJACENT PROPERTY OWNER.
- EXISTING PRIVATE 10" STORM DRAIN.
- EXISTING WATER METER.
- REMOVE AND DISPOSE EXISTING CONCRETE CURB ACROSS NEW ENTRY.
- CONSTRUCT 6" CONCRETE CURB. SEE SHEET C-3.0.
- CONSTRUCT TURNDOWN SIDEWALK. SEE SHEET C-3.
- CONSTRUCT HANDICAP RAMP. SEE SHEET C-3.
- CONSTRUCT 8" WIDE CONCRETE SIDEWALK AT 1:12.
- CONSTRUCT ASPHALT PAVEMENT. SEE SHEET C-3.
- CONSTRUCT GRAVEL SURFACING. SEE SHEET C-3.
- CONSTRUCT REFUSE ENCLOSURE. SEE SHEET C-3.
- INSTALL BICYCLE RACK. SEE SITE PLAN.
- INSTALL HANDICAPPED PARKING STRIPING AND SIGNAGE. SEE SITE PLAN.
- INSTALL CONCRETE TIRE STOPS AT ALL PARKING SPACES.
- EDGE OF PAVEMENT. NO CURBING.
- CONSTRUCT RETAINING WALL ALONG EAST PROPERTY LINE. SEE SHEET C-3.
- CONSTRUCT RETAINING WALL ALONG WEST PROPERTY LINE. SEE SHEET C-3.
- CONSTRUCT POND OVERFLOW SPILLWAY. SEE SHEET C-3.
- INSTALL STORM INLET WITH SUMP PUMP AND ELECTRIC SUPPLY. SEE DETAIL KCC-3.
- POND PUMP DISCHARGE LINE.
- CONSTRUCT 3" CURB PENETRATION. SEE COA STD DWG 2235. SEE NOTICE TO CONTRACTOR ON SHEET C-3.
- PROVIDE 12" CURB BLOCKOUT FOR DRAINAGE.
- DIRECTION OF ROOF DRAINAGE.
- NEW LANDSCAPING. SEE LANDSCAPE PLAN.
- EXISTING LANDSCAPING TO REMAIN. SEE LANDSCAPE PLAN.

EXHIBIT A

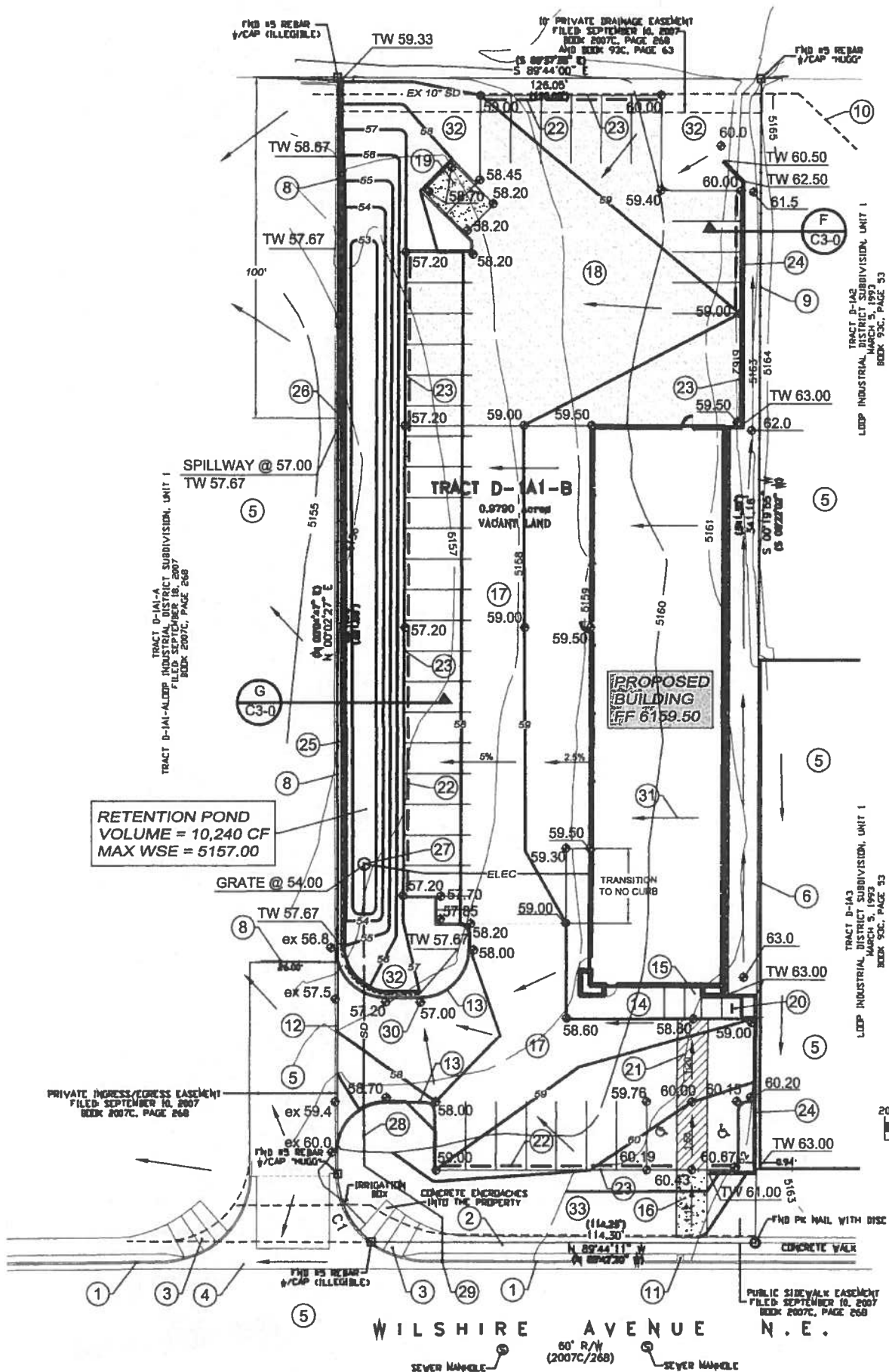


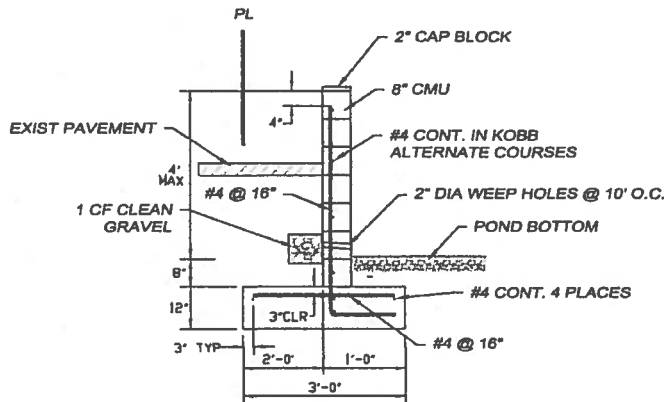
EXHIBIT A

Private Drainage Facilities within City Right-of-Way Notice to Contractor (Special Order 19 ("SO-19")

1. An excavation permit will be required before beginning any work within City Right-Of-Way.
2. All work on this project shall be performed in accordance with applicable federal, state and local laws, rules and regulations concerning construction safety and health.
3. Two working days prior to any excavation, the contractor must contact New Mexico One Call, dial "811" for (505) 260-1990 for the location of existing utilities.
4. Prior to construction, the contractor shall excavate and verify the locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved with a minimum amount of delay.
5. Backfill compaction shall be according to traffic/street use.
6. Maintenance of the facility shall be the responsibility of the owner of the property being served.
7. Work on arterial streets shall be performed on a 24-hour basis.
8. Contractor must contact Jason Rodriguez at 235-8016 and Construction Coordination at 924-3416 to schedule an inspection.

STREET MAINTENANCE INSPECTOR

APPROVAL _____



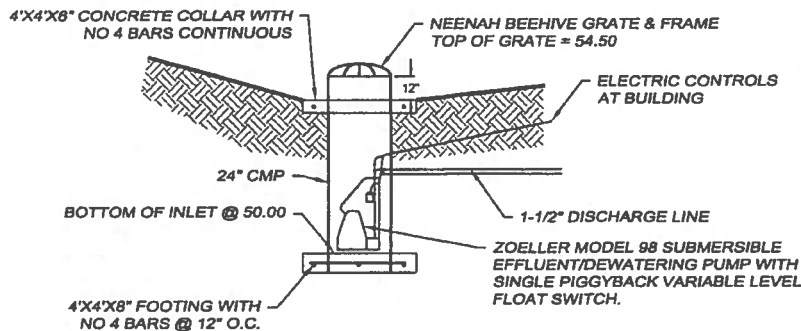
CMU RETAINING WALL DETAIL

Not to Scale

RETAINING WALL NOTES:

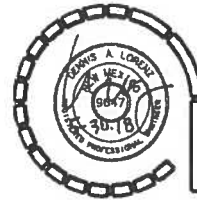
1. ALL CELLS SHALL BE COMPLETELY FILLED WITH CONCRETE.
2. ALL WALL SECTIONS ARE DESIGNED BASED ON SPECIAL INSPECTION PER UBC.
3. CONTRACTOR SHALL SUBMIT TO OWNER RESULTS OF MASONRY TEST PRISMS BUILT AND TESTED PER UBC STD 24-26, UBC SEC 2403.
4. FOOTING SUBGRADE AND BASE SHALL BE COMPACTED TO 95% MODIFIED PROCTOR PER ASTM D-1557.
5. 1/2" FELT EXPANSION JOINTS SHALL BE INSTALLED AT 30 FEET ON CENTER AND AT SECTION CHANGES.
6. ALL MASONRY SHALL BE LAID IN RUNNING BOND ONLY.
7. THIS RETAINING WALL IS DESIGNED EXCLUSIVELY FOR USE ON VILLAS TUSCANA AND IS NOT APPLICABLE TO ANY OTHER SITE.
8. ALL MASONRY SURFACES TO BE BACKFILL SHALL BE COATED WITH EMULSIFIED ASPHALT, OR OTHER MOISTURE BARRIER AS APPROVED BY THE ENGINEER.
9. BEFORE CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ANY UTILITIES WHICH MAY BE WITHIN THE WORK AREA.
10. WALLS ARE DESIGNED ASSUMING THE FOLLOWING:

f_c = 4000 psi; maximum aggregate size = 3/4"
 f_y = 60,000 psi (ASTM A-615 GR 60)
 f_n = 1500 psi
 unit weight of backfill = 115 pcf
 concrete / soil coeff of friction = 0.40
 allowable soil bearing pressure = 1500 psf
 active pressure = 34 psf / ft
 slope active pressure = 34 psf / ft
 passive pressure = 400 psf / ft



CMP INLET - PUMP STATION DETAIL

Not to Scale



LORENZ
 DESIGN & CONSULTING, LLC
 Civil Engineering | Construction Management

2001 W. Central Expressway, Suite 1
 Albuquerque, NM 87104
 Tel: 505-265-2000 Fax: 505-242-4688

SITE DETAILS

SILVER STAR AUTO HAUS
 5111 WILSHIRE AVE. N.E.
 ALBUQUERQUE, NEW MEXICO
 SANDERS & ASSOCIATES ARCHITECTS, P.C.

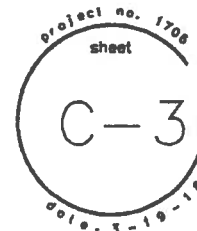


EXHIBIT A

