



PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME: Overture Andalucia

HYDROTRANS NUMBER: E12D015G

This Drainage Covenant (“Covenant”), between CRP-GREP Overture Andalucia LLC (“Owner”), whose address is 1001 Pennsylvania Ave NW #220, Washington DC 20004 and whose telephone number is (325) 642-4062 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 the City Engineer signs this Covenant.

1. Recital. Owner is the current owner of certain real property described as:

Lot 4-A, North Andalucia at La Luz

Address: 5301 Antequera Rd NW, Albuquerque, NM 87120

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. Storm Water Quality Detention Pond & sidewalk culvert

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.

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 hold 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:

1001 Pennsylvania Ave NW #220, Washington DC 20004

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]:

Name [print]:

Title:

Dated:

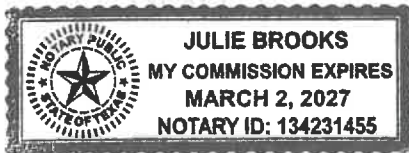
OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 25th day of March,
2025, by Nic Whittaker (name of person signing permit),
Vice President (title of person signing permit) of
CRP-GREP Overture Andalusia LLC (Owner).



Notary Public

My Commission Expires: March 2nd 2027

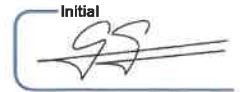
CITY OF ALBUQUERQUE:

By: _____

Shahab Biazar, P.E., City Engineer

Dated: _____

4/3/2025

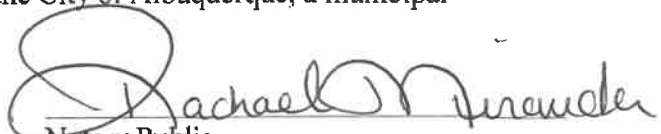


CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

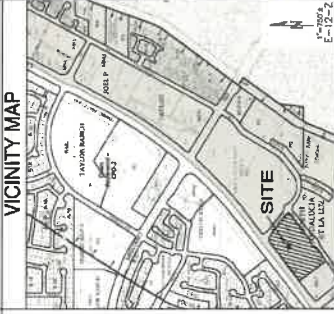
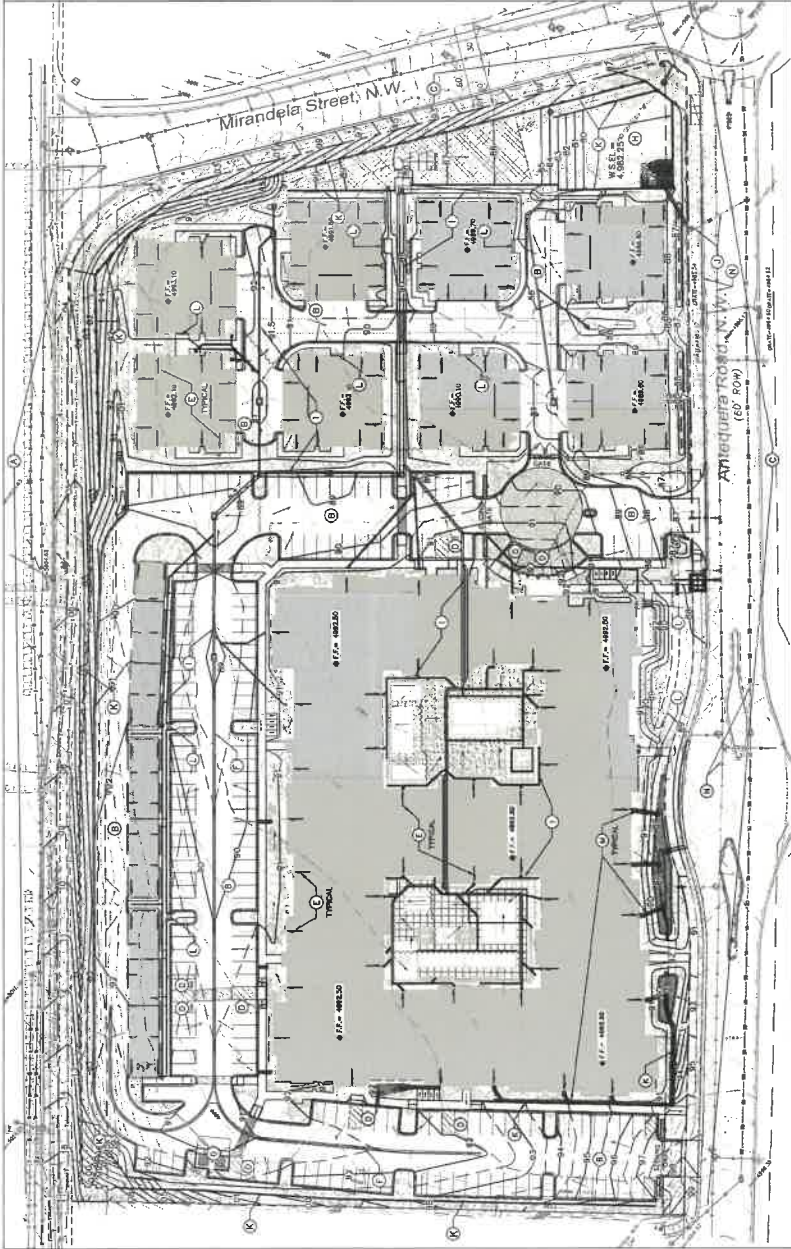
This instrument was acknowledged before me on this 3rd day of April 2025, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

STATE OF NEW MEXICO
NOTARY PUBLIC
Rachael Miranda
Commission No. 1119740
November 09, 2025


Notary Public
My Commission Expires: 11-9-2025

(EXHIBIT A ATTACHED)

EXHIBIT A



KEYED NOTES

- THE OVERALL GRADING AND DRAINAGE PLAN IS PROVIDED FOR INFORMATION ONLY. SEE CG-101, CG-102 AND CG-103 FOR DETAILED GRADING AND DRAINAGE INFORMATION.
- ALL WORK WITHIN ADJUT ROW SHALL MEET ADJUT ROW SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ALBUQUERQUE.
 - SEE PLANS FOR DRAINAGE PLAN FOR MATERIAL, EXISTENCE, JOINTS AND FINISHES.
 - SEE PLANS FOR DRAINAGE PLAN FOR CONSTRUCTION METHOD.
 - ALL DRAINAGE SYSTEMS SHALL BE DESIGNED TO DRAIN TO THE STREET OR TO THE STORMWATER TREATMENT PLANT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ALBUQUERQUE.
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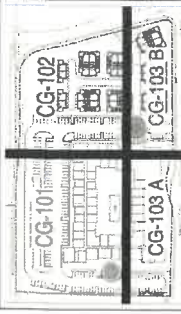
LEGEND

- PROPOSED 1:0' CONTOUR
PROPOSED 0.5' CONTOUR
PROPOSED SPOT ELEVATION
SURFACE FLOW DIRECTION
FINISH FLOOR ELEVATION
PROPOSED STORM DRAIN / INLET
PROPOSED EROSION PROTECTION
ROOF DISCHARGE LOCATION

ADA COMPLIANCE

STORMWATER DRAINAGE PLAN SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT (ADA) AND THE ADA STANDARDS FOR ACCESSIBLE DESIGN. THE DRAINAGE PLAN SHALL BE DESIGNED TO PROVIDE ACCESSIBLE PATHWAYS TO ALL AREAS OF THE SITE. THE DRAINAGE PLAN SHALL BE DESIGNED TO PROVIDE ACCESSIBLE PATHWAYS TO ALL AREAS OF THE SITE.

GRADING & DRAINAGE SHEET KEY



PROJECT INFORMATION

PROJECT: THE SITE IS A PREVIOUSLY GRADDED PROPERTY LOCATED IN THE CITY OF ALBUQUERQUE, NEW MEXICO. THE SITE IS BOUNDARY BY MIRANDELA ST. TO THE NORTHWEST BY COBBS BLVD. TO THE SOUTHWEST BY DEVELOPED COMMERCIAL PROPERTY. PROPOSED IMPROVEMENTS: THE PROPOSED IMPROVEMENTS INCLUDE A MULTI-STORY MULTI-FAMILY APARTMENT BUILDING AND OTHER PARKING, STAIRS, AND LANDSCAPING. LEGAL TRACT 4 PART OF NORTH ANDALUCIA AT LA 102. AREA: 7.7091 AC. ADDRESS: 5301 ANTEQUERA RD NW, ALBUQUERQUE NM 87120. SUBDIVISION: NAD 1999 FROM AGES MONUMENT "M-448-JAY", PUBLISHED ELEVATION (FEET) = 5021.85. OFF-SITE: NO OFF-SITE DRAINAGE AFFECTS THIS PROPERTY. FLOOD HAZARD: PER FEMA FLOOD HAZARD MAP 500100104, EFFECTIVE DATE 8/16/2012, THE SITE IS LOCATED WITHIN A 500-YEAR FLOODPLAIN. DRAINAGE PLAN CORRECTION: THE NORTH ANDALUCIA DRAINAGE MASTER PLAN PREPARED BY BOWMAN HUSTON WITH STAMP DATE 2/9/12, ESTABLISHED THE CRITERIA FOR NORTH ANDALUCIA, TRACTS 1-3 AND BOWMAN BASIN A-2. THE SITE IS PERMITTED FREE DISCHARGE (LDS MAP) / STORMWATER QUALITY VOLUME (REQUIREMENTS) TO THE NORTH ANDALUCIA BASIN A-2. AN EXISTING 24" STORM DRAIN STUB TO THE PROPERTY WITH FULL CAPACITY FLOWRATE OF 29.32 CFS WAS PROVIDED FOR ON THE ANDALUCIA WHICH WILL ACCEPT THE DISCHARGE FROM BASIN A-2.

DRAINAGE MASTER PLAN RETENTION

THE REVISED DRAINAGE MASTER PLAN (DMP) INCORPORATED THE PROPOSED IMPROVEMENTS AND CALCULATED THE REQUIRED RETENTION VOLUME AS 0.28 AC-FT (12,184.8 CF). SUBTRACTING THE INITIAL ABSTRACTION (THE PRECIPITATION NOT RETAINED BY THE PROPOSED IMPROVEMENTS) FROM THE REQUIRED RETENTION VOLUME YIELDS THE FOLLOWING RETENTION VOLUME. THE REQUIRED RETENTION VOLUME IS BASED ON THE FOLLOWING LAND TREATMENTS: LAND TREATMENT A: 14=0.05" (NO ADJUSTMENT REQUIRED) LAND TREATMENT B: 14=0.50" (NO ADJUSTMENT REQUIRED) LAND TREATMENT C: 14=0.10" (0.34" ADJUSTMENT REQUIRED) LAND TREATMENT D: 14=0.10" (0.34" ADJUSTMENT REQUIRED) THE FULLY DEVELOPED SITE IS CALCULATED AS: LAND TREATMENT B: 568 = 82,278 SF (NO ADJUSTMENT REQUIRED) LAND TREATMENT C: 748 = 248,402 SF @ 0.34" = 7,038 CF. LAND TREATMENT D: 748 = 248,402 SF @ 0.34" = 7,038 CF.

STORMWATER QUALITY

FOR NEW CONSTRUCTION, THE CARBON STORMWATER QUALITY (CSQ) VOLUME IS BASED ON THE 60TH PERCENTILE STORM EVENT 0.42" OF RAIN. FOR EXISTING CONSTRUCTION, THE CSQ VOLUME IS BASED ON THE 60TH PERCENTILE STORM EVENT 0.42" OF RAIN. LAND TREATMENT A: 748 = 248,402 SF @ 0.47" = 8,894 CF. LAND TREATMENT B: 748 = 248,402 SF @ 0.47" = 8,894 CF. THE PROPOSED MAIN POND WILL PROVIDE 9.91 CF OF STORAGE AT A DEPTH OF 2.05' ± ABOVE G.F.

RETENTION POND STAGE STORAGE TABLE

ELEV	AREA (sq. ft.)	DEPTH (ft.)	CONC. INC. VOL. (cu. ft.)	TOTAL VOL. (cu. ft.)
4,880.00	3,968.70	N/A	N/A	0.00
4,881.00	4,306.85	1.00	4,306.85	4,306.85
4,882.00	4,624.49	1.00	4,624.49	8,931.34
4,883.00	4,924.01	1.00	4,924.01	13,855.35
4,884.00	5,206.85	1.00	5,206.85	19,062.20



Isaacson Artman, Inc.
Civil Engineering Consultants
128 Monroe Street NE
Albuquerque, NM 87108
505-268-0828 | www.isaacsonartman.com



OVERTURE ANDALUCIA
a Development of
Graystar Development Group, LP
Albuquerque, New Mexico

PROJECT NUMBER: 1A-2900
DRAWN BY: BJB
CHECKED BY: TCA
DATE: 05-10-2021

ISSUE	DESCRIPTION	DATE
1	12/04/20	12/04/20
2	01/07/21	01/07/21

Overall Grading & Drainage Plan
CG-100
SHEET NUMBER

Bernalillo County, NM
415 Silver Ave. SW, 2nd Floor
P.O. Box 542
Albuquerque, NM 87102

Receipt: 1598142

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	6
	Document #	2025027954
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 25776
Paid By ISAACON AND ARFMAN
INC
Phone # 505-268-8828

Thank You!

4/4/25, 11:07 AM MST jbarragan

CONTRACT CONTROL FORM

PROJECT: E12D015G **CONTACT PERSON:** David Jones
CCN: 2025-OTR-117281
 (New/Existing) New

Type of Paperwork Drainage Covenant
 Project Name/Description
 (From CTS): Overture Andalusia
 Developer/Owner/Vendor CRP-GREP Overture Andalusia, LLC

Contract Amount \$ _____ Contract Period: _____ - _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>4/2/2025 11:10 AM MDT</u>
Legal Department	<u>JS</u> <small>Initial</small>	<u>4/2/2025 11:17 AM MDT</u>
City Engineer	<u>JS</u> <small>Initial</small>	<u>4/3/2025</u>
Hydrology Engineer	<u>TC</u> <small>Initial</small>	<u>4/2/2025 10:27 AM MDT</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk _____