

PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between A & D, LLC ("Owner"), whose address is 5539 Timberfalls Rd., NW, Albuquerque, NM 87114, and whose telephone number is (505) 980-5189 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]
LOT 2-A, BLOCK 10, MONKBRIDGE ADDITION
Address is 417 Headingly Avenue, NW, Albuquerque, NM 87107

recorded on 2-20-2014,
book 2014C folio 7, as Document No. _____ 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:
Storm Drain Ponds, Approved Grading And Drainage Plan Engineer Stamp Dated 3-18-2018, Hydrology File #G14D090, See Attached Exhibit "A"

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 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.

By [signature]:

Title: Managing Member

CITY OF ALBUQUERQUE:

By:

Dated:

EXHIBIT "A"

Location
Lot 2-A, Block 18, Mankidage Garden Addition, is located at 417 Headingly Ave., NW containing 0.1711 acre. The attached portion of Volume Map G-14-2 is for exact location.

Purpose
The purpose of this drainage report is to present a grading and drainage solution for new buildings and improvements for Lot 2-A, Block 18, Mankidage Garden Addition.

Existing Drainage Conditions
This lot is very flat and drains south into Headingly Ave., NW and no surface flows across the site. There is existing block walls to the north and east property lines. There are existing block walls on the west and south property lines.

Proposed Conditions and One-Step Drainage Management Plan
The proposed conditions and one-step drainage management plan for the site are shown on the attached drawings. The plan shows the proposed grading and drainage solution for the site. The plan shows the proposed grading and drainage solution for the site. The plan shows the proposed grading and drainage solution for the site.

Volume Calculations
The volume calculations for the site are shown on the attached drawings. The plan shows the proposed grading and drainage solution for the site. The plan shows the proposed grading and drainage solution for the site. The plan shows the proposed grading and drainage solution for the site.

VOLUME CALCULATIONS FOR 18 BAS STORM (UNITS PROVIDED CONDITIONS)

| Dr-FC | AREA | AREA (AC) | AREA (SQ FT) |
|-------|--------|-----------|--------------|
| Dr-FC | 0.0420 | 0.0101 | 0.00770 |

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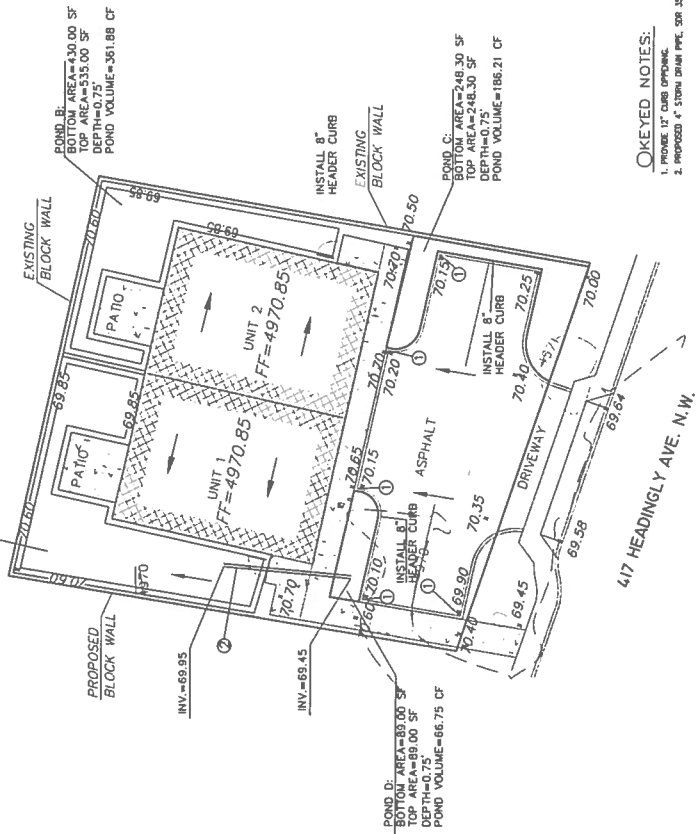
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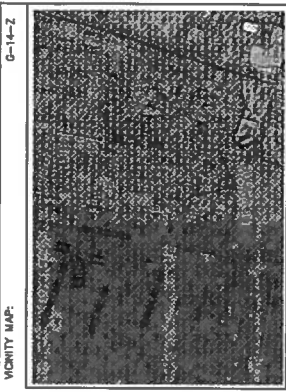
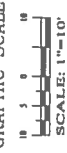


KEYED NOTES:

1. PROVIDE 1" CURB DRAINAGE.
2. PROPOSED 4" STORM DRAIN PIPE, SEE 15 OF SCHEDULE 45.

- GENERAL NOTES:**
1. CONTIGUOUS INTERVAL IS HALF (1.00) FOOT.
 2. ELEVATIONS ARE BASED ON CITY OF ALBUQUERQUE CONTROL STATION 20.014, HAVING AN ELEVATION OF 4822.002 FEET ABOVE SEA LEVEL.
 3. UTILITIES SHOWN HEREON ARE IN THEIR APPROXIMATE LOCATION BASED ON ONLY ON ABOVE GROUND EVIDENCE FOUND IN THE FIELD AND AS-BUILT RECORDS. THE EXACT LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF UTILITIES PRIOR TO EXCAVATION.
 4. THIS IS NOT A RECONSTRUCTION SURVEY. BEARINGS ARE ASSUMED TO BE CORRECT AND FOUND PROPERTY CORNERS ARE FOR INFORMATIONAL PURPOSES ONLY.
 5. SLOPES ARE AT 3:1 MINIMUM.
 6. ADD 4900 TO ALL PROPOSED SPOT ELEVATIONS.

GRAPHIC SCALE



FROM MAP: FM35001C03320

LEGAL DESCRIPTION:

LOT 2-B, BLOCK 10, UNDERBRIDGE ADDITION
ADDRESS: 417 HEADINGLY AVE., NW

LEGEND

- 50.00' --- EXISTING CONTOUR (MAJOR)
- 50.00' --- EXISTING CONTOUR (MINOR)
- 50.00' --- BOUNDARY LINE
- 50.00' --- PROPOSED SPOT ELEVATION
- 50.00' --- EXISTING GRADE
- 50.00' --- EXISTING FLOWLINE ELEVATION
- 50.00' --- PROPOSED RETAINING WALL
- 50.00' --- BOTTOM OF CHANNE
- 50.00' --- TOP OF FOOTING
- 50.00' --- TOP OF RETAINING WALL
- 50.00' --- HIGH POINT
- 50.00' --- AS-BUILT GRADES
- 50.00' --- AS-BUILT SPOT ELEVATIONS



**SBS CONSTRUCTION
AND ENGINEERING, LLC**
ALBUQUERQUE, NEW MEXICO
ALBUQUERQUE, NEW MEXICO 87114
(505) 261-1111

417 HEADINGLY AVE., NW
GRADING PLAN

DATE: 3-2-2015
SHEET # 1