Doc# 2023037510

06/16/2023 10:42 AM Page: 1 of 6 COV R:\$25.00 Linda Stover, Bernalillo County

PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME: Insight Cabinet Shop
HYDROTRANS NUMBER: G14D096

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This Drainage Covenant ("Covenant"), between Damian Chimenti ("Owner"), whose address is 3909 12th Street NW, Albuquerque, NM 87107 and whose telephone number is (505) 888.7927 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 numbered One (1) except the Westerly 150 feet thereof, of Anderson- Harris Addition, a subdivision of a tract of land in School District No.22, as the same is shown and designated on the plat of as said addition, filed in the office of the County Cleark of Bernalollo County, in Book C of maps and plats. Renovation and Addition to exisiting masonry building 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. <u>Description and Construction of Drainage Facilities</u> . 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. G14D096

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

- 3. <u>Maintenance of Drainage Facility</u>. The Owner will maintain the Drainage Facility at the Owner's cost in accordance with the approved Drainage Report and plans.
- 4. <u>City's Right of Entry</u>. 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. <u>Demand for Construction or Repair</u>. 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

- 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. <u>Liability of City for Repair after Notice or as a Result of Emergency</u>. 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. <u>Indemnification</u>. 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. <u>Cancellation of Agreement and Release of Covenant</u>. 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. <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.

11.	Notice. For purposes of giving formal written notice to the Owner, Owner's
address is:	
	_P.O Box 6653 Albuquerque, NM 87197
-	

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. <u>Term.</u> This Covenant shall continue until terminated by the City pursuant to Section 9 above.
- 13. <u>Binding on Owner's Property</u>. 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. <u>Entire Agreement</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 regarding this subject matter.
- 15. <u>Changes to Agreement</u>. Changes to this Covenant are not binding unless made in writing, signed by both parties.
- 16. <u>Construction and Severability</u>. 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. <u>Captions</u>. 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]:Damian Chimenti				
Title:President				
Dated: 5/3/13				
OWNER'S ACKNOWLEDGMENT				
STATE OF NEW MEXICO)				
)ss COUNTY OF BERNALILLO)				
This instrument was acknowledged before me on this _/_ day of,				
20 33, by Damian Chiment, (name of person signing permit),				
President (title of person signing permit) of Daman Chimenti (Owner).				
(SEAL) LISA MARIE MCCLAREN Notary Public - State of New Mexico Commission # 1095562 My Comm. Expires Sep 23, 2026 My Commission Expires: 9/23/26				

CITY OF ALBUQUERQUE: DocuSigned by:				
By: Shahab Biazar	_			
Shahab Biazar, P.E., City Engineer				
Dated:5/22/2023 2:13 PM MDT				
<u>CITY'</u>	S ACKNOWLEDGMENT			
STATE OF NEW MEXICO				
COUNTY OF BERNALILLO)	SS			
This instrument was acknowledged before me on this 22nd day of 2023, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.				
a municipal corporation, on ochair of s	Rachael Minanda			
STATE OF NEW MEXICO	Notary Public			
NOTARY PUBLIC	My Commission Expires: 11-9-2025			
Rachael Miranda				
Commission No. 1119740	THE A APPLA CITED)			
November 09, 2025 (EX	THIBIT A ATTACHED)			

- GENERAL NOTES

 1. PROF TO CONSTRUCTION, COORDINATE DEFAUS WITH THE PROJECT ENGINEER/ARCHITECT AND GRIEB. TWO (2) WORKING DATS PRICE TO AMY EXCANATION, CONTRACTOR MAST CONTACT MAY MEXICO DHE CALL 811 (1905—280—1905). FOR LOCATION OF EXISTING LITELINES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.
- ALL UNILIES HOT SHOWN UN 1915 PLAN, FROIR TO CONSTRUCTION, THE CONFISCION SHALL CONNICT AND YEAR THE HOROCOUTH, AND SEPTION LOCATIONS OF SESPECIAL OBSTRUCTIONS INCLUDING EXISTING UNITIES. SHOULD CORLICE DIST, THE COMPACTOR WILL HOMEY THE ENGINEER/OWNER HALERMELY SO THAT THE CONFISCE CAN BE RESOLVED WITH A HOROUND ADMOST OF BOLAY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO KNOW AND COMPLY WITH THE "DOCUPATIONAL SAFETY AND HEALTH ACT OF 1970". ALL CICAMIDM SMAL BE COMPRED BY PEDEAL, SINE AND LOOK, LAWS, RUIES AND RECULATIONS CONCREMIC CONSTRUCTION SAFETY AND HALLY, 1994, 29 OF 8 1985,850, ALL DOCKMITON, TREHCHMO, AND SHORMO NOTIVIES KUST BE CARRIED DUT IN ACCORDANCE WITH DOWN 25 OFF 1925,850 SUBPART P.

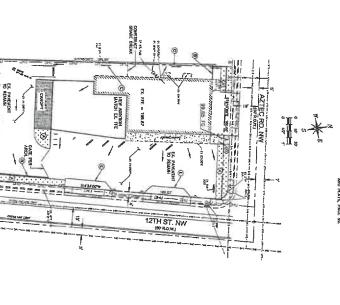
LEGEND

- SCURITY AREA UNDER HETT CONCRETE AND PANEMENT BASCOURSE TO A DEPTH OF 6" AND RECOMPACT SUDGRADE TO 85% MAX, ODISTY AS DETERMINED BY ASTM 0—1557 UNLESS HOTED OTHERWISE. EXERCISE CARE TO ANOID DISTURBING LYDSTING UTILITIES, COORDINATE WITH THE UTILITY COMPANIES FOR ANY REGULATIONIS, AND IN ORDER TO PREVENT SERVICE DISRUPTION.
- CONTRACTOR SHALL PROMDE REASONABLE ACCESS TO ALL FACILITIES MITHIN THE PROJECT AREA DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BEADINE AND DISPOSE OF ALL CONSTRUCTION DEBNIS AND NAMADONED UTAITY WHES THAT ARE EXPOSED AS A RESULT OF CONSTRUCTION AS SOON AS POSSIBLE UNLESS OTHERWISE DIRECTED BY THE OWNER.

THE CONTRACTOR IS TO TAKE ACCESSARY SAFETY PRICAUTIONS AS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES TO PROTECT PROESTRIAL AND VEHICLEAR TRAFFIC IN THE CONSTRUCTION AREA.

- 1. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH "AS-BUILT" RECHMATION. OWINTER RESPONSAL FOR GODIENIOA, EVALLADOR REPORT RECIPIEND BY A RESISTENT GODIENICAL, DOWNERS, EVALUATION SAND, ARTE COMPANIES, EXAMININA SAND, ARTE CASA SAND ARTE CASA S
- ALL LANDSCAPED AREAS SHALL BE DEPRESSED APPROXIVATELY 8" (WAX.) BELOW ADJACENT CONCRETE. then butting hem complete to existing, provide a neat samput line, or revione existing complete up to Nearest Jorit auti provide new with expansion Jorit Between,
- this is not a boundary survey or alta, property lines, eassments lines and row lines shown are fer Necorded Plat. drunce positike diranke, kwyt from 11. grudnies, amd traces, rebrad opsakjejanos siali, eć promoco ni Odfi dram domakojat amd frace draniace cutileis. Dramage operad ni pence to paciliare positing Dramage through fetice towards rom.
- SITE SURVY IS BASO FROM ABBITRANY HORIZONIA. AND VERTION, VALUES SET FOR CONTROL POINT OP-201. PROPOSSO ELEVATIONS SHOWN OIL THAS PLAY SHALL EE BRAINTY TO OP-201 MAD HI, WHICH IS SET AT X-10,000 FEET (EVSING) AND Y-30,000 FEET (MORRINKO) SHO Z-200,00 (ILLYATION).
- EXSTAID INFORMATION SHOWN ON THIS PLAN WAS OBTAINED MINIOUT THE BENEFIT OF A TITLE REPORT OR ALTA; OTHER EASOLDING MAY EXIST THAT ARE NOT SHOWN ON THIS PLAN. Additional sub-subrace who subrace utilities hay easi in the area other than thay is shown her Mexico one—call shall be contacted along this utility divising fright to any disturbance of Edistro Grade. SPORT TO CASCINATIONA, A PROFESSIONAL SURVEYOR SHALL YEARY ALL CONSTRUCTION WARRINGS, STAKWOS, EXSTAIN PROPERT VINES, AND EXEMBLUSE CONSERVATE EXSTING EXSCRENTS WITH UNDERLUGIO ONNETIS. COMPENATE ANY EXCROACHUEUTS WITH THE ONNER.

- KEYED NOTES
 A OUT EXISTING PARKURITY AND DEPRESS NEW LANDSCLAPE, PERMICUS LAREA 4° AT CONTRETE EDGE. YOTHL OH-STRE LANDSCLAPE LAREA TO BE ZAG ST.
- CONSTRUCT SITE WALL PER ARCHITECTURAL DETAIL PROVIDE BYXIS" DRAHAGE OPENNIO AT 8" O.C. ALONG EAST WALL AND ALONG WORTH WALL,
- CONSTRUCT 4" THICK MESH REIMFORCED CONCRETE WALKMAY PER ELEVATIONS SHOWN.
 LANDSCLAPED AREA. FHAL CRADE IN THIS AREA TO SPUT HORTH AND SOUTH AT GRADE BREAK, DIRECT DRAWAGE TUTMARDS LANDSCAPE AREAS, FHAL CRADE STALL HOT IMPEDE FLOW,
- CONSTRUCT HEW PARKERS PER SECRIFICATE SHOWN, PROVIDE 4" ACT. ON 4" BASE COMPACT OF CAMPACTED SECRETARY SECRETARY OF 8" ACT. ON 4" BASE COMPACT OF 95% HAV. ODESTITY AS DETERMINED BY ASTM D-155%, MAICH EXISTEND PARVENEN/CONCRETE EDGE.



3821 12TH. ST. NW

LOT NUMBERED ONE ANDERSON—HARRIS ADDITION ALBUQUERQUE, NEW MEXICO



OWNER INFORMATION
MISSAY CONSTRUCTION
300 1271 STREET, INF
ALBUDIERCUL RUI 87107
505-881-7927
DANIAN CHINICHT



OCATION MAP



FEMA MAP

<u>DERMAN CAUGATINGS</u>

THE CONTINUES DIE THE PROCESSES FOR AN ASSES AND SMALLTR
DERME AS CHUTHEST DIE THE COAL DECLEMENT PROCESS MANUAL (DPA) (SONDE
DERME) AND CHUTHEST DIE THE COAL DECLEMENT PROCESSES MANUAL (DPA) (SONDE
DERME) AND THE PROPOSED COMMINIONS DURBHOT THE TOO—TEUR, 0—HOW STORM
RETHER.

OSING ESTIMATED RAM OFF
LAW TREATHEAST
D = 18,500 SF = 100%
ANALYSIS RESULTS
V = 3,200 CF (Runis OFF SHE)
0 = 2.0 CF S NUMBER POR MEAN RATE OF DISCHARGE (Q) AND PEAN VOLUME (V):
CHANGEDISTICS WITH (PER DAY, TYPES), A. B. C. D)
PRESENTATION ZONE: — 2 (PER D) A. B. C. D)
TOTAL SITL ARCA, A.— 18,500 SF — 0.253 ACRES

NOTAL NEW PERMOUS AREA = 248 SF NOLUME PROMDED = (246)(4") = 81 CF TOTAL NEW APPERMOUS AREA = 2,830 SF SWOY = (2,830/12)(0.26") = 62 CF W WITER COMPING, MEASURES ENST ON-SITE, IN ACCORDANGE WITH FORMANIES COMPICEL MEASURES ENST ON-SITE, IN ACCORDANGE WITH ANALIAC DISPANUEZ, \$ 14-5-2-6 (4) ELINCITI 0/7/18 (COUNCIL 7/5 C)-18-2) AND AS COUNTED IN THE (SORIED DE OR720) ATTICKE OR-SITE MANOSOCIAT IS RECORDED FOR THE THE SMOY ON RETY WOLD AND AS (OR DE OR RECORDED FOR THE THE SMOY ON RETY WOLD AND AS (OR DE OR RETEXANDED).

INSIGHT CONSTRUCTION

3821 12th St. NW. Albuquerque, New Mexico







GRADING & DRAINAGE PLAN

052501

A Sum

H-24-7020 04-13-2021

ETENTION BASH DESCRIPTION AND ESTIMATE VOLUME (Y)
ETENTION BASHS DO NOT CURRENTLY EXIST ON-SITE, NEW
ANDSCAPE/PERVIOUS AREAS WILL BE DEPRESSED 4-DHOHES

ROPOGED ESTIMATED RIAN OFF
LAND TREATMENT TO
DE 17/200 SF = 23X
ANALYSIS RESULTS (RUNS OFF SITE)
O = 1.324 CF (RUNS OFF SITE)
O = 1.3 CFS