

Hydrotrans # G17D024
Project Name: Gyro Shack

Doc# 2024069693

10/02/2024 09:49 AM Page: 1 of 5
COV R:\$25.00 Linda Stover, Bernalillo County



#1

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between ONETEN REI MAIN LLC, a Pennsylvania limited liability company ("Owner"), whose address is 140 E. Rio Salado, Suite 1104, Tempe, AZ 85281, and whose telephone number is (570) 947-7372 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]

LEGAL: Lot 4-A, Block B, Vista Grande Land Company's Addition No. One

Address: 4201 San Mateo Dr NE, Albuquerque, NM 87110

recorded on November 29, 2022, pages 1 through 3, as Document No. 2022102479 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:

Drainage features shown on the approved Grading & Drainage Plan - CABQ Hydrology File G17D024

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.

OWNER:

By [signature]: [Signature]
Name [print]: Nico Fricchione
Title: Manager
Dated: 09/26/2024

CITY OF ALBUQUERQUE:

By: _____
Shahab Biazar, P.E., City engineer
Dated: _____

OWNER'S ACKNOWLEDGMENT

Arizona ^{BE}
STATE OF ~~NEW MEXICO~~)
Maricopa ^{BE})ss
COUNTY OF ~~BERNALILLO~~)

This instrument was acknowledged before me on this 26 day of September 2024,
2024, by Nico Fricchione (name of person signing permit),
Owner (title of person signing permit) of
_____ (Owner).



[Signature]
Notary Public
My Commission Expires: 8/18/2028

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)

OWNER:

By [signature]: [Signature]
Name [print]: Nico Fracchione
Title: Manager
Dated: 09/26/2024

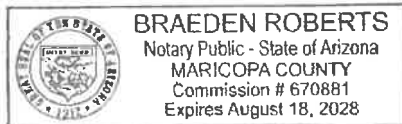
CITY OF ALBUQUERQUE:

By: [Signature] Initial SB DS EV
Shahab Biazar, P.E., City engineer
Dated: 10/1/24

OWNER'S ACKNOWLEDGMENT

Arizona)
STATE OF ~~NEW MEXICO~~)
Maricopa) ss
COUNTY OF ~~BERNALILLO~~)

This instrument was acknowledged before me on this 26 day of September 2024,
2024, by Nico Fracchione (name of person signing permit),
Owner (title of person signing permit) of
(Owner).



[Signature]
Notary Public
My Commission Expires: 8/18/2028

CITY'S ACKNOWLEDGMENT

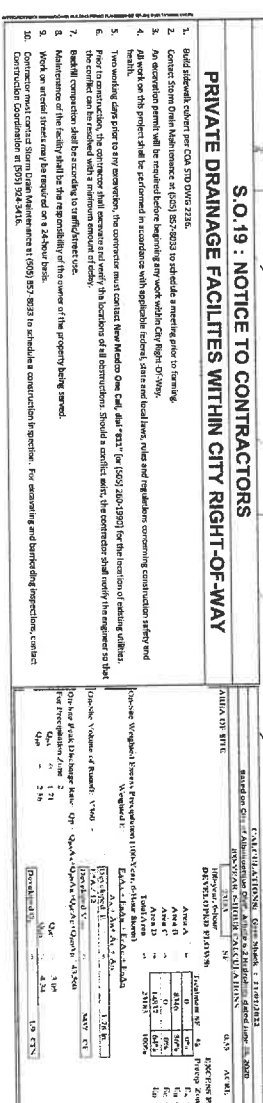
STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 1 day of
October 2024 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
Tanya Devargas
Commission No. 1136059
November 24, 2025

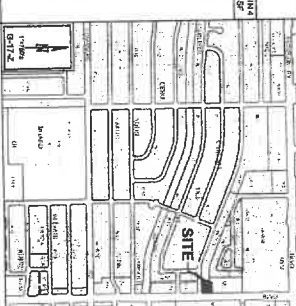
[Signature]
Notary Public
My Commission Expires: 11/24/25

(EXHIBIT A ATTACHED)



PRIVATE DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY

- [illegible]

[illegible]

[Box of 250 capsules]
 Approved
 by the
 Federal Government
 of the United States
 Department of Health
 and Human Services
 Division of Drug
 Administration
 Division of Biologics
 Control
 Division of Food
 and Drug Administration
 Division of Medical
 Devices
 Division of Radiological
 Health
 Division of Toxicology
 Division of Veterinary
 Medicine
 Division of Biologics
 Control
 Division of Food
 and Drug Administration
 Division of Medical
 Devices
 Division of Radiological
 Health
 Division of Toxicology
 Division of Veterinary
 Medicine

- [illegible]

EXISTING CONTOUR
 PROPOSED 1:2 CONTOUR
 PROPOSED 2:1 CONTOUR
 FLOW DIRECTION
 PAO GRADE ELEVATION
 GROUND PROTECTION
 SIDEWALK CULVERT
 PROPOSED BENT LAYOUT
 HIGH POINT

- [illegible]

4201 SAN MATEO BLVD NE

EXHIBIT A

CG101

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

Receipt: 1553235

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	5
	Document #	2024069693
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 185
Paid By ONETEN REI MAIN LLC

Thank You!

10/2/24 9:49 AM MST rzelada

CONTRACT CONTROL FORM

PROJECT: G17D024

CONTACT PERSON: Stephanie Dennison

CCN: _____

(New/Existing) New

Type of Paperwork Drainage Covenant

Project Name/Description
(From CTS): Gyro Shack

Developer/Owner/Vendor Oneten REI Main LLC, A Pennsylvania limited liability company

Contract Amount \$ _____ Contract Period: _____ - _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

DRC Manager

Legal Department

City Engineer

Hydrology Engineer

Transportation Engineer

Construction Engineer

OTHER: CAO

Approved By

Approval Date

KV

9/27/2024 | 10:56 AM MDT

Initial

9/27/2024 | 11:08 AM MDT

10/1/24

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk _____