

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between PEREZ Collision Center, LLC ("Owner"), whose address is 2415 2nd Street NW, and whose telephone number is (855) 254-4655 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] Tract A-1 Lands of Comfort Air Systems 2415 Second Street

recorded on 2/19/85, pages through , as Document No. BK. C26, Pg 85 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:

private retention
pond

The Drainage Facility is more particularly described in Exhibit A attached hereto and made a part hereof.

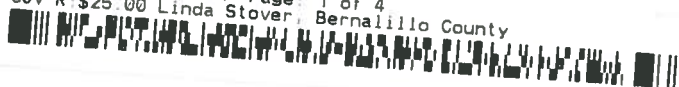
3. Maintenance of Drainage Facility. The Owner shall maintain the Drainage Facility at Owner's sole cost in accordance with the approved Drainage Report and plans.

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

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COV R \$25.00 Linda Stover, Bernalillo County



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]: 
Name [print]: Jordan Perez
Title: owner
Dated: 8/20/2018

By: Shahab Bjazar, P.E., City engineer AV

Dated: 8/30/18

[illegible]

This instrument was acknowledged before me on this 20 day of August, 2018, by Jordan Perez (name of person signing permit), Owner (title of person signing permit) of Perez Collision, Inc. (Owner).



My Commission Expires: 4-17-22

(STAL)

OFFICIAL SEAL
Dustin Garcia

NOTARY PUBLIC - STATE OF NEW MEXICO



Notary Public

My Commission Expires: 4/17/22

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this August ^{30th, 2018} day of _____, 20__, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Rachael Miranda

Notary Public

My Commission Expires: 10/16/2021



(EXHIBIT A ATTACHED)



REDDIE P. MONTOYA ARCHITECT
IN CONJUNCTION WITH
CASA DESIGN STUDIO
CASA DESIGN STUDIO (TUPAC) INC.
CONTRACT NUMBER: 150-2014-C

PEREZ COLLISION CENTER
ADDITION AND RENOVATION
2415 SECOND STREET NW
ALBUQUERQUE, NEW MEXICO

REVISION	DATE	DESCRIPTION

DRAWN BY: CE
CHECKED BY: BAW
DATE: MAY 15, 2014
SHEET NAME: GRADING PLAN
SHEET NUMBER: C101



LEGEND
EXISTING CONSTRUCTION
NEW CONTOUR
EXISTING BUILDING FINISH FLOOR ELEV
NEW SPOT ELEVATION
NEW CONSTRUCTION
ROOF DRAIN

DRAINAGE ANALYSIS
LEGAL DESCRIPTION: TRACT A-1, LANDS OF COMFORT AIR SYSTEMS, INC.
SITE AREA: 11,494 SF (0.23 AC)
BENCHMARK: City of Albuquerque Station: 4-138 (elevation at brass cap with ELEV = 4975.35 (NAVD 1983))
SURVEYOR: The Survey Office, Inc. April, 2016
PRECIPITATION ZONE: 2
FLOOD HAZARD: From FEMA Map 35001C0035G (9/24/08), this site is identified as being within Zone "X" which is determined to be outside the 0.2% annual chance floodplain.
OPPOSITE FLOW: There is no effluent flow that enters this site.
EXISTING CONDITIONS: The site is an existing commercial building with asphalt parking and a concrete sidewalk. The site is located on the east side of the street and slopes down to the east and discharges to 2nd Street NW.
PROPOSED IMPROVEMENTS: The proposed 1,510 SF addition to the east side of the building will increase the building footprint and provide additional parking spaces. The proposed below grade retention storage area will provide required storage for the first flush volume. The 10-day 10-cfs volume may temporarily pond on the surface adjacent to the building but will be removed by the proposed drainage system. The proposed drainage system will include the installation of a detention pond and a 24-hour storage area. The proposed drainage system will be installed in accordance with the City of Albuquerque's Stormwater Management Manual.
DRAINAGE APPROVAL: The site drainage system will follow the City of Albuquerque's Stormwater Management Manual. The site drainage system will be installed in accordance with the City of Albuquerque's Stormwater Management Manual. The site drainage system will be installed in accordance with the City of Albuquerque's Stormwater Management Manual.
Existing land treatment: 9% B, 24% C and 65% D. Precipitation Zone: 4
Q = (0.0012)(2.0)(11,494)(0.23)(1.0)(0.23) = 2.1 CFS
Proposed land treatment: 8% B, 20% C and 57% D
Q = (0.0012)(2.0)(11,494)(0.23)(1.0)(0.23) = 2.9 CFS
First flush V = (11,494)(0.23)(1.0) = 307 CF

GRADING AND DRAINAGE PLAN
1" = 10'

S.O.19: NOTICE TO CONTRACTORS
(SPECIAL ORDER 19-150-17)
1. AN EXCAVATION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY OF ALBUQUERQUE. THE PERMIT SHALL BE OBTAINED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE PERMIT.
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STREET MAINTENANCE INSPECTOR APPROVAL:

STREET MAINTENANCE INSPECTOR APPROVAL
APPROVAL:

STREET MAINTENANCE INSPECTOR APPROVAL
APPROVAL:

STREET MAINTENANCE INSPECTOR APPROVAL
APPROVAL:

