



PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant (“Covenant”), between WILSON FAMILY RVT (“Owner”), whose address is 2112 CAVE CREEK LN NW, ALBUQUERQUE, NM 87120, and whose telephone number is (505) 350-2195 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]

6119 Hanover Rd NW, Albuquerque, NM, 87121

Legal Description: Tract 264-D, Town of Atrisco Grant, Unit 8
recorded on 7/1/2004, Book 2004C, Folio 197 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:

New Stormwater Quality Pond as shown on 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.

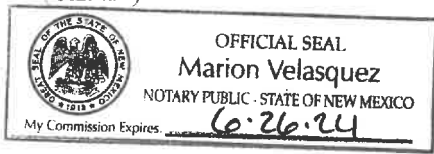
OWNERS NOTARY

STATE OF New Mexico)
) ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 13th day of December, 2021 by
[name of person] SAM WILSON, [title or capacity, for instance, "President" or "Owner"]
OWNER of ("Owner") Wilson Family RVT



(SEAL)




Notary Public

My Commission Expires: June 26, 2024

CITY OF ALBUQUERQUE:

DocuSigned by:

By:

Shahab Biazar

Shahab Biazar, P.E., City Engineer

DS

DS

12/21/2021 | 1:07 PM MST

Agreement is effective as of (Date):

CITY'S NOTARY

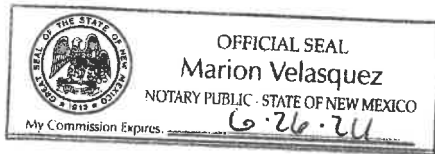
STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 21st day of December, 2021, 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: June 26, 2024





Mailing address: PO Box 5506
Albuquerque, NM 87185

general email: office@nmmillwright.com
website: www.nmmillwright.com

FW: URGENT: Wilson Warehouse - Drainage Covenant

Jud Cervenak <jud@jwcervenak.com>

Thu 12/9/2021 10:05 AM

To: office nmmillwright.com <office@nmmillwright.com>

 2 attachments (1 MB)

New Drainage Covenant Form.pdf; Drainage Covenant Exhibit A.pdf;

Sam – here is a document that needs to be signed and notarized. Description from Jeff below. I will call you. I think I need to get you and Jeff in touch directly to expedite his part of this since I'm not familiar with his process.

Jud

Sam needs to review the form to make sure everything is correct and the sign/notarize the document. I need an original copy which he can mail to me at the below address. To make sure all is accurate, please have him send a scanned PDF as well so that I can review it and make sure it is correct before he mails it.

The best we can do is submit for a 30-day Temp CO for now. There will be a fee for Temp and then a separate fee for Perm CO after the Drainage Covenant is recorded.

Thanks!

Jeffrey T. Wooten, PE, LEED AP**Wooten Engineering**

PO Box 15814

Rio Rancho, NM 87174

Ofc/Cell 505-980-3560

Email: jeffwooten.pe@gmail.com

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

Receipt: 1302486-C1

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	8
	Document #	2021149564
	# Of Entries	0
Total		\$25.00
Tender (Check)		
Check#	0501001115	\$25.00
Paid By	Samuel Wilson	
Phone #	505-924-3996	

Thank You!

12/27/21 12:24 PM ekapuscinski