#### Doc# 2023041298

07/03/2023 03:35 PM Page: 1 of 6 COV R:\$25.00 Linda Stover, Bernalillo County

### PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME:	Olaque	Whoreho So
HYDROTRANS NU	MBER: "J	4D184

This Drainage Covenant ("Covenant"), between Roberto Octor ("Owner"), whose address is 3613 and whose telephone number is 600 600 1434 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 6-A BLOCK 9. Paris ADDITION		
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.

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

Rev Dec 2022 1

Deadline, at Owner's sole expense.

- 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:	Roberto OLaque
	3613 Sunster BLVD SW 8765
	36/3 200 Star DEVO 500 0 1/0)

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]: Roberto	Syam	
Name [print]: Roberto	DLagrexu	
Title: Owner	0	
Dated: 6-27-23		
OW	NER'S ACKNO	DWLEDGMENT
<u> </u>	THE STREET	THE STREET
STATE OF NEW MEXICO	)	
COUNTY OF BERNALILLO	)ss )	
This instrument was acknown	owledged before	me on this <u>27</u> day of Tune
2023, by Roberto DA	ague	(name of person signing permit),
Oysner	0	(title of person signing permit) of
fait lyn M.		(Owner).
(SEAL)		
STATE OF NEW MEXICO	0	achao O Minanda
NOTARY PUBLIC	Notar	y Public
Rachael Miranda	Му С	ommission Expires: 11-9 - 2025
Commission No. 1119740		
November 00, 2025		

CITY OF ALBUQUERQUE:  By: Shahab Bianar	BMR		
Shahab Biazar, P.E., City Enginee			
Dated: 7/3/2023   9:40 AM	MDT		
CI	TY'S ACKNOWLEDGMENT		
-			
STATE OF NEW MEXICO	)		
	)ss		
COUNTY OF BERNALILLO	)		
This instrument was acknowledged before me on this 3rd day of 2023, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation			
	Lachael Werande		
STATE OF NEW MEXICO			
NOTARY PUBLIC	My Commission Expires: 11-9-2625		
Rachael Miranda	_		
Commission No. 1119740	J		

November 09, 2025 (EXHIBIT A ATTACHED)



SUBJECT PROPERTY IS ADJACENT TO AN AB FLOOD HAZARD ZONE.

# PANEL # 332 H FIRM MAP











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DEVELOPED CONDITIONS

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VOL-10-0AY = 1428 + 1.3 X,13 (4350012) = 2641 OF TOTAL VOLUME HARVESTED (RETENTION) = 2120 OF > 2841 OK

) ESTABLISHED URBAN AREA - FORMER RESIDENTIAL HOUSE OCCUPIED THIS LOT, THE REFORE: "REDEVELORMENT" PER CAL & DPM. SIZE REQUIRED STORM WATER QUALITY REQ.



I, PHLIP W. CLARK, A PROFESSIONAL ENGNEER LICENSED IN ACCORDANCE WITH THE LANS OF THE STATE OF NEW MEXICOL, DO THAT THE CONTURES YOUNG MESSEN THE EXISTING ENGINEER THAT HOW EVEN AND SHAPPING SHAPPING SHAPPING CHANNES CHANNES CERTIFY THAT HOW EARTHWANK OF ANY KIN, INRA MY DISTRIBANCE OF THE CONTURES OF CONTURES OF THE DISTRIBANCE OF THE CONTURES WERE CONTURED BY THE STEE SINCE THE CONTURES WERE DEPREMENTED.



## ZONE J-14 VICINITY MAP

= 20'

Scale: 1"

### NOTES

- . ALL WORK WITHIN THE RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCOMPANIE WITH THE CITY OF ALBUCKEROUE STANDARD SPECS. FOR PUBLIC WORKS CONSTRUCTION, 2020.
- 2. A PECANANY-CONSTRUCTION PROMISE REQUERE BETTORE BETSHING ANY MORN WITH DIT ED. M. AN APPROFICE CHON-OF THE THAN WITH BE STREAMENTO A THE LINE OF AMENICATION AND APPLICATION OF THE STREAMENTO AND THE WITH A BIT APPLICATION OF THE AND CONTROLLED AND ASSETT AND WE RESERVED.
  - 4. ALL LANDSCAPING AREA SHALL BE SOFT-LINED WITH NATIVE VEGETATION AND/OR GRAVEL/GRAVEL CRUSHER FINES.
- 5. CONTRACTOR SHALL ENSURE THAT NO SITE SOILS/SEDIMENT OR SKITEMER THE RIGHT-OF-WAYS DURING CONSTRUCTION. 6. REVECETATE ALL AREAS DISTURBED DUE TO CONSTRUCTION PER CITY OF ALBUO, SPEC. 1012, NATIVE SEED MIX.
  - A HARMAN STE GALANCE WITHOUT EFOSION PROTECTION.
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## LEGEND

F. 0 P.P. ž (THOIGHT) (AVC. DIA. 4".) EXIST. SPOT ELEVATION
EXIST. CONTOUR
NEW SPOT ELEVATION
NEW CONTOUR NEW CONCRETE CURB OR R.R. TIE (0.5" + NEW P.C.C., CONCRETE FLOWING POWER POLE STORM WATER QUALITY EDGE OF ASPHALT

# PROJECT DATA

LOT 6-A, BLOCK 9, PARIS ADDITION
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

PROJECT BENCHMARK.

TOP OF CURB, PROJECTED SW CORNER: ELEVATION = 4958.65.

SEE PLAN, MINDER, TIED FROM ACS "B-HI3".

TOPGORAPHIC DESIGN SURVEY PRO SURVEYING, LLC DATED SEPTEMBER 2017, GARY GRISKO, PLS 8686.



the (200) 281-2014

ON THE CANADA (OF S.A. BLOOS 3 PARS AUTHOR OF SECULO CHICKED BY: PWC ORAWN BY: CCE. JOB A. GLADIE\_SHO f OF 1

> NMPE #10265 PHILIP W. CLARK