

#1

**PRIVATE FACILITY**  
**DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Hope Village, LLC ("Owner"), whose address is 901 Pennsylvania St NE, Albuquerque, NM 87110, and whose telephone number is (432) 530-7978 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]

Lot 1 (Being Comprised of Lots 3A, 4A, 5A, 6A and 7A, Block 6 Paris Addition)

recorded on 03/02/2020, pages 7 through 7, as Document No. 2020019665 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:

Retention ponds as shown on the stamped Construction Drawings highlighted in 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.

**OWNER:**

By [signature]: *Michelle Den Bleyker*  
Name [print]: Michelle Den Bleyker  
Title: Senior Vice President of Development  
Dated: 1/12/2022

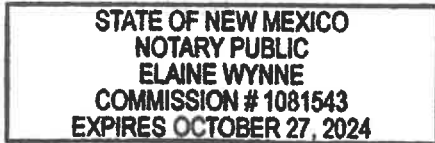
**CITY OF ALBUQUERQUE:**

By: \_\_\_\_\_  
Shahab Biazar, P.E., City engineer  
Dated: \_\_\_\_\_

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO           )  
                                                  )ss  
COUNTY OF BERNALILLO       )

This instrument was acknowledged before me on this 12<sup>th</sup> day of January,  
2022, by Michelle Den Bleyker (name of person signing permit),  
Senior Vice President of Development (title of person signing permit) of  
Hope Village LLC (Owner).



*Elaine Wynne*  
Notary Public  
My Commission Expires: 10/27/2024

**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.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**(EXHIBIT A ATTACHED)**

OWNER:

HOPE VILLAGE, LLC

By [signature]:

*Michelle Den Bleyker*

Name [print]:

Michelle Den Bleyker

Title:

Senior Vice President of Development

Dated:

1/12/2022

CITY OF ALBUQUERQUE:

DocuSigned by:

By:

*Shahab Biazar*

Shahab Biazar, P.E., City engineer

Dated:

1/20/2022 | 10:26 AM MST

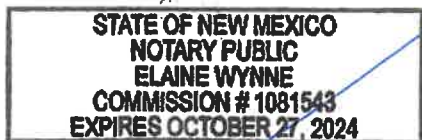
**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )

)ss

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 12<sup>th</sup> day of January, 2022, by Michelle Den Bleyker (name of person signing permit), Senior Vice President of Development (title of person signing permit) of Hope Village LLC (Owner).



*Elaine Wynne*  
Notary Public

My Commission Expires:

10/27/2024

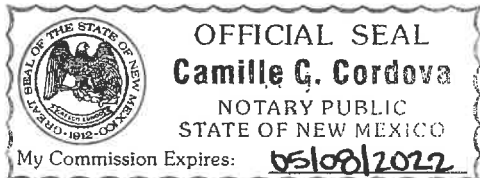
**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )

)ss

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 20 day of January, 2022, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



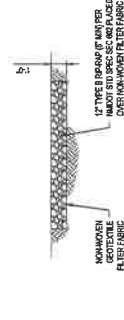
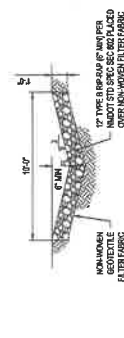
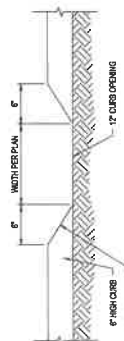
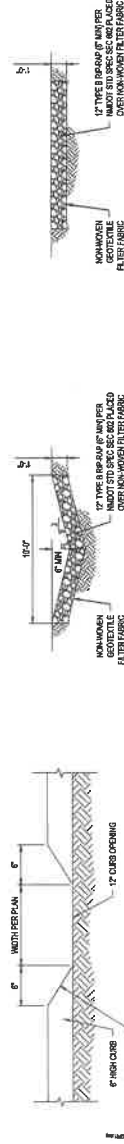
*Camille C. Cordova*  
Notary Public

My Commission Expires:

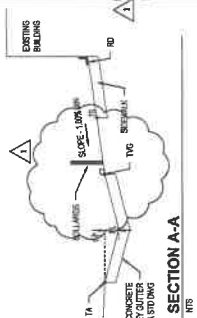
05/08/2022

**(EXHIBIT A ATTACHED)**

## SUMMER AVENUE

[illegible][illegible][illegible]

1. INSTALL 1" CONCRETE CURBS OPENING PER DETAIL 1.
2. MATCH EXISTING ELEVATION.
3. INSTALL 1/2" x 4" x 8" DIMENSIONAL PER DETAIL 2.
4. INSTALL 1" SERRANUM CURT VEST PER STD DWG 2206. EXISTING CONCRETE CURB TO REMAIN. CENTER ROOF DRAIN OVER CONCRETE CURBSET.
5. REMOVE EXISTING DRAIN AND REPLACE WITH SERRANUM. SERRANUM CURT VEST PER STD DETAIL 2019. SINK 60" IS PERMIT MUST BE OBTAINED.
6. INSTALL 1/2" SERRANUM CURT VEST PER STD DETAIL 2019 AND 248.80" HEIGHT MUST BE OBTAINED.
7. PERMIT MUST BE OBTAINED.

[illegible]

**1 CURB CUT**

2 RIP-RAP SWALE

3 RIP-RAP PAD

MTS

**MTS**

## NTS

DIRECTION OF FLOW AT FL OF SWALE  
STORM WATER QUALITY VOLUME AREA  
BOLLARDS

**Bohannon**  **Huston**  
www.bhinc.com 800.877.5332

C100 SHEET

Hope Works | Hope Village  
1715 Third Street NW  
Albuquerque, NM 87102

MELLEN HELLER  
ARCHITECTURE  
1778 CENTRAL AVE SW  
STE D  
ALBUQUERQUE, NM 87108  
P 505.268.4144  
F 505.268.4244  
www.mellenheller.com

JOB NUMBER 18-13

DRAWN BY	RMH
PROJECT MGR	AP
DATE	12-31-2019
PLANNED FOR SUBMITTAL	

REV	DATE	BY	DESCRIPTION
1	1/26/70	JMF	REV. CONSTRUCTION
2	1/27/70	JMF	FINAL CONSTRUCTION

# CITY OF ALBUQUERQUE

Planning Department  
Brennon Williams, Director



Mayor Timothy M. Keller

June 15, 2020

Amit Pathak, PE  
Bohannon Huston, Inc.  
7500 Jefferson St NE  
Albuquerque, NM 87109

**RE: Hope Works – Hope Village  
1215 3<sup>rd</sup> St. NW  
Grading and Drainage Plan  
Engineer's Stamp Date: 06/11/20  
Hydrology File: J14D194**

Dear Mr. Pathak:

PO Box 1293

Based upon the information provided in your submittal received 06/12/2020, the Grading & Drainage Plan is approved for Building Permit, SO-19 Permit.

Albuquerque

Please attach a copy of this approved plan in the construction sets for Building Permit processing along with a copy of this letter. Prior to approval in support of Permanent Release of Occupancy by Hydrology, Engineer Certification per the DPM checklist will be required.

NM 87103

As a reminder, if the project total area of disturbance (including the staging area and any work within the adjacent Right-of-Way) is 1 acre or more, then an Erosion and Sediment Control (ESC) Plan and Owner's certified Notice of Intent (NOI) is required to be submitted to the Stormwater Quality Engineer (Doug Hughes, PE, [jhughes@cabq.gov](mailto:jhughes@cabq.gov), 924-3420) 14 days prior to any earth disturbance.

[www.cabq.gov](http://www.cabq.gov)

Also as a reminder, please provide Drainage Covenant for the stormwater quality ponds per Chapter 17 of the DPM prior to Permanent Release of Occupancy. Please submit this on the 4th floor of Plaza de Sol. A \$25 fee will be required.

If you have any questions, please contact me at 924-3995 or [rbrissette@cabq.gov](mailto:rbrissette@cabq.gov).

Sincerely,

Renée C. Brissette, P.E. CFM  
Senior Engineer, Hydrology  
Planning Department