

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Gorman Holdings, Inc. ("Owner"), whose address is 2030 E Osborn Rd, Phoenix, AZ 85016, and whose telephone number is (602) 354-3749 _____ 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]

Address: 5710 Avalon Road, NW Albuquerque, New Mexico 87105

Legal: Tract C-8-B Town of Atrisco Grant, Lots 5&6, Torres Addn, Vacated portion Esperanza Dr

recorded on _____, pages ____ through ____, as Document No. _____ 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:
See attached plans.

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.

Doc# 2019106594

12/13/2019 03:40 PM Page: 1 of 7
COV R:\$25.00 Linda Stover, Bernalillo County



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]: Brian Swanton
Title: Authorized Agent
Dated: 11/21/19

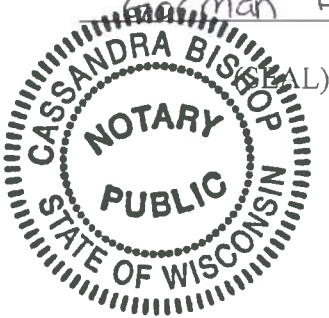
CITY OF ALBUQUERQUE:

By: [Signature] AV
Shahab Biazar, P.E., City engineer
Dated: 12/9/19

OWNER'S ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

This instrument was acknowledged before me on this 21 day of November, 2019, by Brian Swanton (name of person signing permit), Authorized Agent (title of person signing permit) of German Holdings, Inc. (Owner).

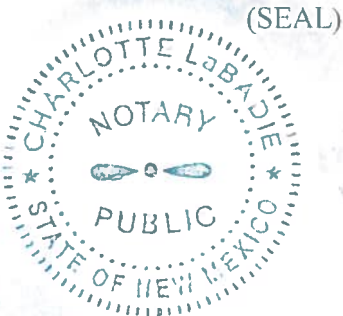


[Signature]
Notary Public
My Commission Expires: 3/19/21

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 9th day of December, 2019, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



[Signature]
Notary Public
My Commission Expires: March 15, 2021

(EXHIBIT A ATTACHED)



SCALE: 1"=20'
C.I.=1 FOOT

MATCH LINE - SEE SHEET C007



CYPRESS
CIVIL DEVELOPMENT
2010 east 19th-ave hollywood
FL 33020

**DEKKER
PERICH
SABATINI**

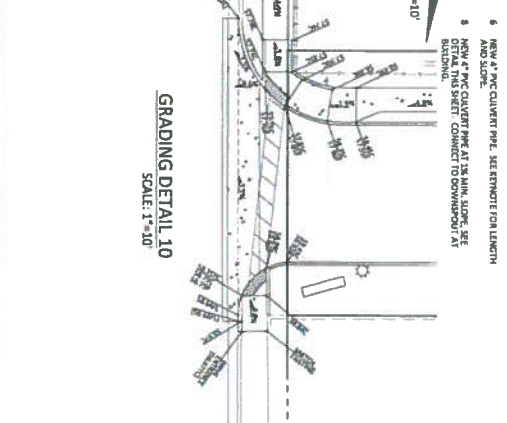
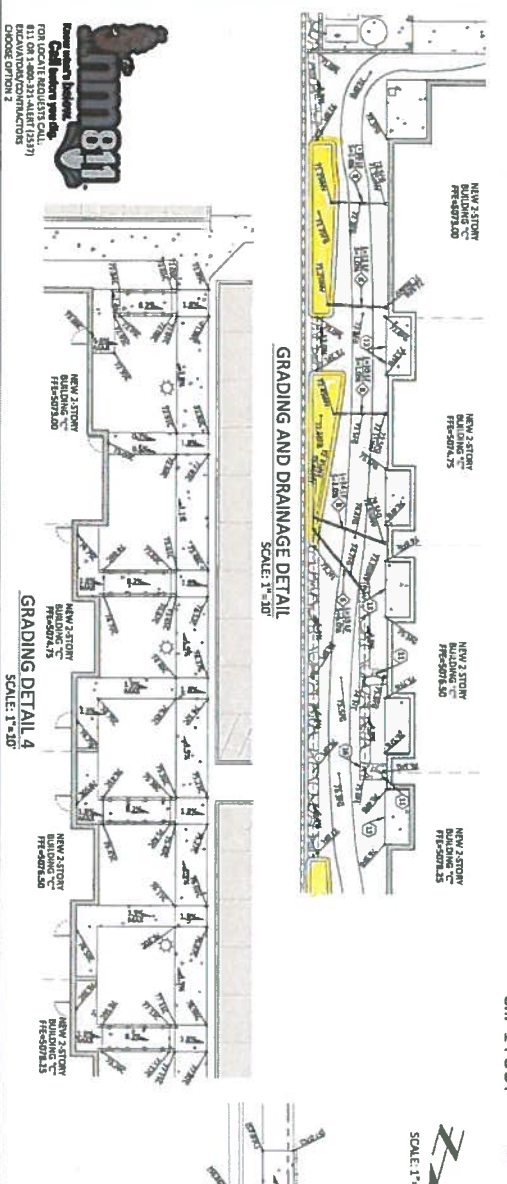
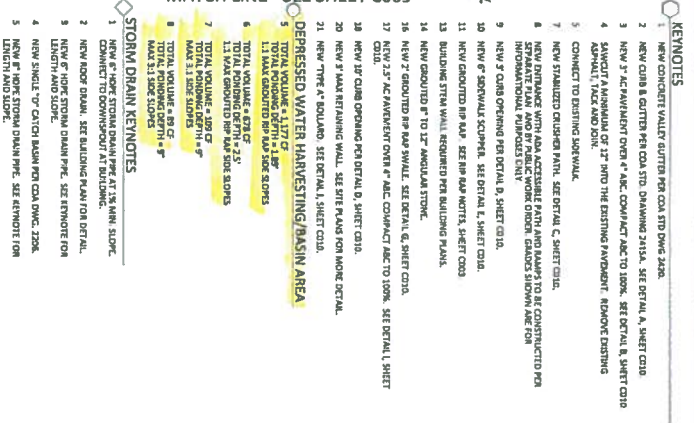
ADDRESS: 10000 / 10000 / 10000

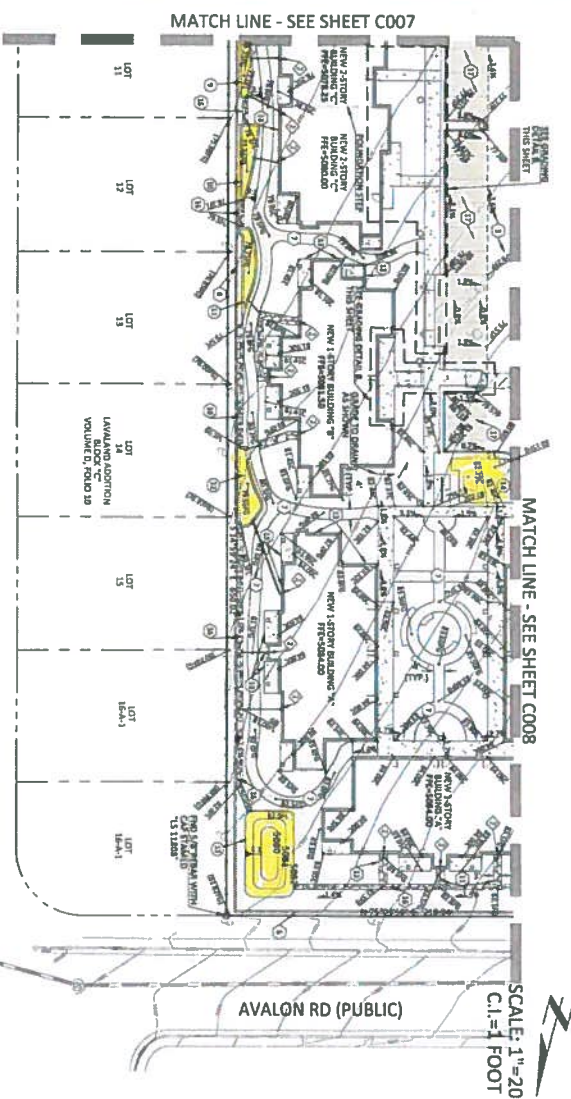
100% CONSTRUCTION DOCUMENTS

DESIGNED BY	DATE
REVIEWED BY	REVISION
PROJECT NO.	14-000

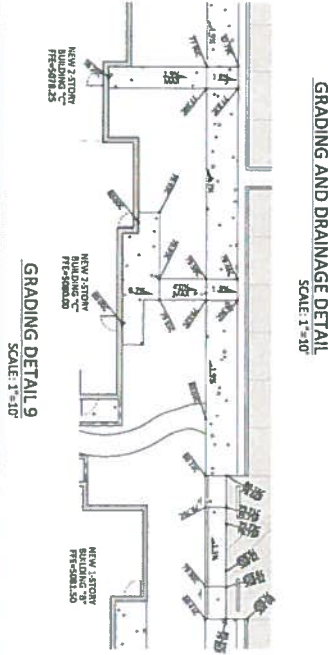
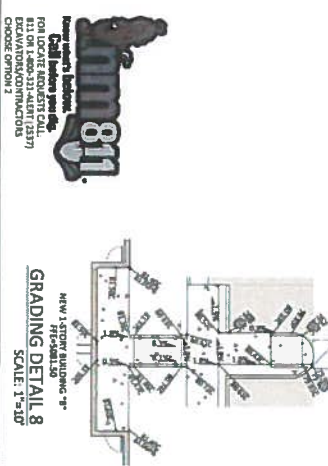
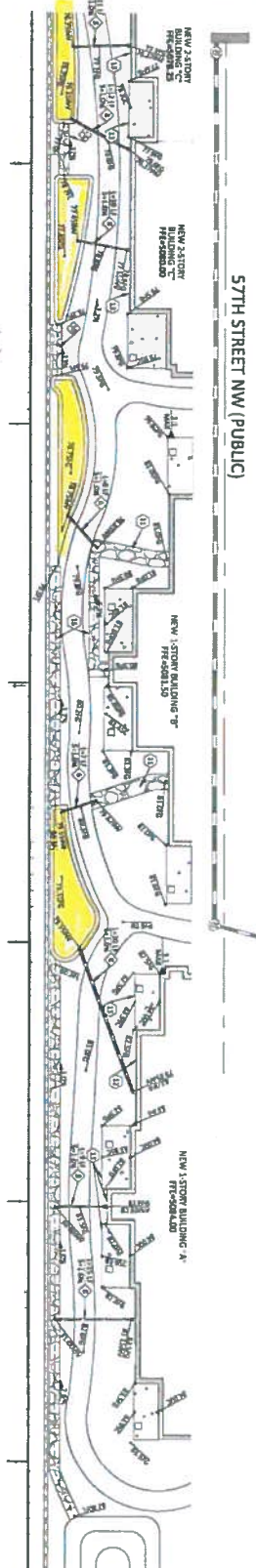
C006

Know what's hot?
Call before you die.
FOR LOCATE INCIDENTS CALL:
811 OR 1-800-321-ALERT (3527)
EPCANADONACONNECTIONS
CHOOSE OPTION 2





- KEYNOTES**
- NEW 3" AC PAVEMENT OVER 4" ABC COMPACT A/C TO 100% SEE DETAIL B, SHEET C002.
 - NEW 6" VANDERBILT A. PICKET FENCE SITE WALL. SEE BUILDING PLAN FOR DETAILS.
 - NEW STABILIZED CRACKER PATH. SEE DETAIL C, SHEET C002.
 - NEW DISCOUNT BP MAP. SEE BP MAP NOTES, SHEET C003.
 - BUILDING SITE WALL REQUIRED PER BUILDING PLANS.
 - NEW 2" DISCOUNT BP MAP SWALE. SEE DETAIL C, SHEET C002.
 - NEW 2.5" AC PAVEMENT OVER 4" ABC COMPACT A/C TO 100% SEE DETAIL I, SHEET C002.
- STORM DRAIN KEYNOTES**
- NEW ROOF DRAIN. SEE BUILDING PLAN FOR DETAIL.
 - NEW 4" PVC CULVERT PIPE. SEE DETAIL THIS SHEET. SEE KEYNOTE FOR LENGTH AND SLOPE.
 - NEW 4" PVC CULVERT PIPE AT 1% MIN. SLOPE. SEE BUILDING PLAN FOR DETAIL.
 - NEW 4" PVC CULVERT PIPE. CONNECT TO DOWNPOUT AT BUILDING.
- DEPRESSED WATER HARVESTING BASIN AREA**
- | | | | |
|----|--------------------------|----|--------------------------|
| 11 | TOTAL VOLUME = 99 CF | 12 | TOTAL VOLUME = 141 CF |
| 12 | TOTAL FLOWING DEPTH = 8" | 13 | TOTAL FLOWING DEPTH = 7" |
| 13 | TOTAL VOLUME = 88 CF | 14 | TOTAL VOLUME = 202 CF |
| 14 | TOTAL FLOWING DEPTH = 9" | 15 | TOTAL FLOWING DEPTH = 8" |
| 15 | TOTAL VOLUME = 141 CF | 16 | TOTAL FLOWING DEPTH = 8" |
| 16 | TOTAL FLOWING DEPTH = 8" | 17 | TOTAL FLOWING DEPTH = 8" |



GENERATIONS AT WEST MESA
5710 Avalon Road, NW
Albuquerque, NM 87105

DEKKER PERICH SABATINI

21515 NW 11th St
76011 Albuquerque, NM 87117
505.761.9786 / 76011551.885

100% CONSTRUCTION DOCUMENTS

DATE: 10/1/2023
DRAWN BY: J. Smith
CHECKED BY: J. Smith
DATE: 10/1/2023
PROJECT NO: 16-000

Grading and Drainage - (NE)

DATE: 10/1/2023

C009