

**PRIVATE FACILITY DRAINAGE COVENANT**

PROJECT NAME: 20 Plex @ Silver & Jefferson
 HYDROTRANS NUMBER: K17D099A

This Drainage Covenant ("Covenant"), between Silver Townhomes LLC ("Owner"), whose address is 3100 San Joaquin SE and whose telephone number is (505) 220-7957 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 22-A Block 30 Valley View 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. Description and Construction of Drainage Facilities. 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. K17D099A Storm Water quality Road

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

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

4. City's Right of Entry. 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. Demand for Construction or Repair. 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 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. Liability of City for Repair after Notice or as a Result of Emergency. 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. Indemnification. 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. Cancellation of Agreement and Release of Covenant. 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. 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.

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is:

3600 San Joaquin SE, Albuquerque NM 87106

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. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. Binding on Owner's Property. 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. Entire Agreement. 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. Changes to Agreement. Changes to this Covenant are not binding unless made in writing, signed by both parties.

16. Construction and Severability. 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. Captions. 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]:

Name [print]:

Title:

Dated:


EVAN DAVIS
President
5/2/24

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO

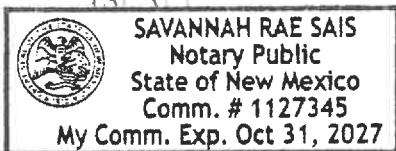
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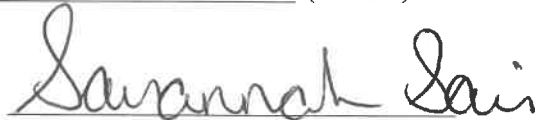
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COUNTY OF BERNALILLO

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This instrument was acknowledged before me on this 2 day of May,
2024, by EVAN DAVIS (name of person signing permit),
Owner (title of person signing permit) of
Silver Town Homes LLC (Owner).




Savannah Sais
Notary Public
My Commission Expires: 10-31-2027

DS
KV

DS
gw

CITY OF ALBUQUERQUE:

DocuSigned by:
By: Shahab Biazar

C7E1CB5481E9486
Shahab Biazar, P.E., City Engineer

Dated: 5/3/2024 | 11:32 PM MDT

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 3rd day of May 2024 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

STATE OF NEW MEXICO
NOTARY PUBLIC
Rachael Miranda
Commission No. 1119740
November 09, 2025

Rachael D Miranda
Notary Public
My Commission Expires: 11-9-2025

(EXHIBIT A ATTACHED)

Location

Lots 11 through 22, Block 30, Valley View Addition is located at the northeast corner of Silver Ave. and Jefferson St. SE. See attached portion of Vicinity Map K-17-Z for exact location.

Purpose

The purpose of this drainage report is to present a grading and drainage solution for the proposed buildings.

Existing Drainage Conditions

This lot is very flat and drains from south to north. No off-site runoff enters this site. The site does not fall within a designated floodplain.

Proposed Conditions and On-Site Drainage Management Plan
The drainage patterns will remain the same. Under the developed conditions the runoff increases 1.54 cfs. The increase in runoff is fairly insignificant and will have any impact on the downstream infrastructure. The required First Flush Volume will be retained within the landscaping areas.

VOLUME CALCULATIONS FOR 10 DAY STORM

RAINFALL (INCHES)	AREA (SQ. FEET)	AREA (ACRES)	RAINFALL (INCHES)
0.50	27,000	0.62	0.50

$$E = EA(AA) + EB(AB) + EC(AC) + ED(AD)$$

$$AA + AB + AC + AD$$

$$V-360 = E(AA + AB + AC + AD)$$

$$EA = 0.62$$

$$EB = 0.80$$

$$EC = 1.03$$

$$ED = 2.33$$

$$P-60 = 1.78$$

$$P-360 = 2.29$$

$$P-1440 = 2.59$$

$$P-10 \text{ day} = 3.62$$

EXISTING CONDITIONS

$$AA = 0.00\%$$

$$AB = 100.00\%$$

$$AC = 0.00\%$$

$$AD = 88.00\%$$

$$E = 0.80 \text{ IN}$$

$$V-360 = 2,500.00 \text{ CF}$$

$$V-360 = 6,739.63 \text{ CF}$$

FLOW CALCULATIONS

$$A = 1.71 \text{ CFS/AC}$$

$$B = 2.36 \text{ CFS/AC}$$

$$C = 3.05 \text{ CFS/AC}$$

$$D = 7.34 \text{ CFS/AC}$$

$$\text{TOTAL } QP = QP(AA) + QP(AB) + QP(AC) + QP(AD)$$

$$QP (\text{HISTORICAL}) = 2.03 \text{ CFS}$$

$$QP (\text{PROPOSED}) = 3.57 \text{ CFS}$$

FIRST FLUSH VOLUME CALCULATION

$$\text{First Flush requirement} = (0.42/12) * 33,000.00 = 1,155.00 \text{ CF}$$

VOLUME CALCULATIONS FOR ALL DEPRESSED LANDSCAPING AREAS

$$18" \text{ DEEP AREAS} = 0.00 \text{ SF}$$

$$\text{BOTTOM AREA} = 2,513.59 \text{ SF}$$

$$\text{POND VOLUME} = (2,513.59 * 0.00) / 2 * (2)$$

$$\text{POND VOLUME} = 418.93 \text{ CF}$$

$$4" \text{ DEEP AREA} = 0.00 \text{ SF}$$

$$\text{TOP AREA} = 2,739.17 \text{ SF}$$

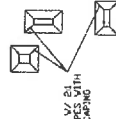
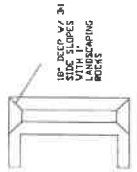
$$\text{POND VOLUME} = (2,739.17 * 0.00) / 2 * 1.50$$

$$\text{POND VOLUME} = 2,054.38 \text{ CF}$$

$$\text{TOTAL VOL.} = 2473.31 \text{ CF} > 1,155.00 \text{ CF}$$

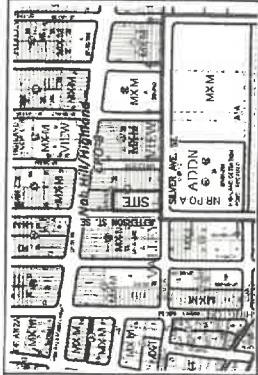
PONDING AREA DETAILS

- 4" DEPRESSED LANDSCAPING AREA
- SEE DETAIL A
- SEE DETAIL B
- SEE DETAIL C



KEYED NOTES:

- INSTALL NEW DRIVEWAY PER C.O.A. STD. DWG. 2420.
- REMOVE EXISTING DRIVEWAY AND INSTALL STANDARD CURB & GUTTER AND SIDEWALK PER C.O.A. STD. DWG. 2420 AND 2421.



FROM MAP: 3600100364H

LEGAL DESCRIPTION:
LOT 11 THROUGH LOT 22, BLOCK 30, VALLEY VIEW ADDITION
ALLEGHENY COUNTY, WEST VIRGINIA

LEGEND

- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- BOUNDARY LINE
- PROPOSED SPOT ELEVATION
- EXISTING GRADE
- EXISTING FLOWLINE ELEVATION
- PROPOSED RETAINING WALL
- BOTTOM OF CHANNE
- TOP OF FOOTING
- TOP OF RETAINING WALL
- HIGH POINT
- AS-BUILT GRADES
- AS-BUILT SPOT ELEVATIONS

SBS CONSTRUCTION
AND ENGINEERING, LLC

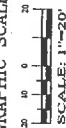
NOT WILLIAM MORTON AGENCY, INC.
REGISTERED PROFESSIONAL ENGINEER
STATE OF WEST VIRGINIA

20-PLEX @ SILVER & JEFFERSON
GRADING PLAN

DATE: 8/19/2022
DRAWN BY: SHB
CHECKED BY: JAH
DIRECTOR: 1



GRAPHIC SCALE



Elevations shown in red are
the actual elevations based on field
work performed on 8/17/24
by William Morton

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

Receipt: 1518445

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	6
	Document #	2024031841
	# Of Entries	0

Total		\$25.00
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Tender (Check)		\$25.00
Check#228		
Paid	SILVER TOWNHOMES	
By	LLC	

Thank You!

5/10/24 3:56 PM MST msouchet

CONTRACT CONTROL FORM

PROJECT:
CCN:
(New/Existing)

K17D099A
202400990
New

CONTACT PERSON:
David Jones

Type of Paperwork
Project Name/Description
(From CTS):
Developer/Owner/Vendor

Drainage Covenant
20 Plex @ Silver & Jefferson
Silver Townhomes, LLC

Contract Amount

\$

Contract Period:

-

FINAL CONTRACT REVIEW		
APPROVALS REQUIRED:	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>DS</small>	<u>5/3/2024 2:23 PM MDT</u>
Legal Department	<u>JW</u> <small>DS</small>	<u>5/3/2024 2:31 PM MDT</u>
City Engineer	<u>SB</u> <small>DS</small>	<u>5/3/2024 11:32 PM MDT</u>
Hydrology Engineer	<u>RLB</u>	<u>5/3/2024 1:12 PM PDT</u>
Transportation Engineer		
Construction Engineer		
OTHER: <u>CAO</u>		

DISTRUBUTION:

Date:

By:

Received by City clerk