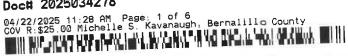
#### Doc# 2025034278



### PRIVATE FACILITY DRAINAGE COVENANT

("Owner"), whose address is 4611 RIO GRANDE LN., NW, LOS RANCHO DE ALBUQ., NM 87107 and whose telephone

This Drainage Covenant ("Covenant"), between LFD LLC

PROJECT NAME: 845 JUAN TABO BLVD., NE

**HYDROTRANS NUMBER:** K21D019

( Owner ), whose address is 4611 NO GRANDE EN, NVV, 200 TO MINING BE / 1200 TO MINING
number is (505) 770-1925 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
City), whose address is 1.0. Box 1275, moderately, 1.0. of the date the City Engineer
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 B, BLOCK 124, PRINCESS JEANNE PARK ADDITION
845 JUAN TABOBLVD., NE, ALBUQUERQUE, NM 87123
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.
parties wish to enter into this Covenant to establish the congations and responditions and responditions.
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.
K21D019, ENGINEER'S STAMP DATED 10-9-2024, CONSTRUCTION OF THE FIRST FLUSH PONDS.
K21D019, ENGINEER'S STAMP DATED 10-9-2024, CONSTRUCTION OF THE FIRST FEOSITI ONS.
The Drainage Facility is more particularly described in the attached Exhibit A. The Owner
The Dramage racinty is more particularly described in the attached Extributer. 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
5. Widifficulties of Diamage 1 active. The Owner with manufacture 2 actives 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
and perform whatever inspection, maintenance of repair of the statings
1 / 11 / 11 / 11 / 11 / 1 / 1 / 1 / 1 /
appropriate, without liability to the Owner.
5. Demand for Construction or Repair. The City may send written notice ("Notice") to

("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply

1 Rev Dec 2022

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. <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. <u>Notice</u>. For purposes of giving formal written notice to the Owner, Owner's address is:

4611 RIO GRANDE LANE, NW

LOS RANCHO DE ALBUQUERQUE

NEW MEXICO 87107

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]:	
Name [print]: DERRICK MARTINEZ	
Title: MANAGING MEMBER	
Dated: 4/18/25	
Butout	
OWN	NER'S ACKNOWLEDGMENT
STATE OF NEW MEXICO	)
COUNTY OF BERNALILLO	)ss )
This instrument was acknown 20_25, by DERRICK MARTINEZ	wledged before me on this $\frac{18}{100}$ day of APRIL (name of person signing permit),
MANAGING MEMBER	(title of person signing permit) of
LFD, LLC	(Owner).
(SEAL)	1-2
State of New Mexico Notary Public	Notary Public
Kevin Martin Saiz Commission Number 1126626 Expiration Date 08-18-2027	My Commission Expires: <u>\$8-\8-2027</u>

By: Shahab Biazar, P.E., City Engineer Dated: 42	kU 4						
CITY'S ACKNOWLEDGMENT							
STATE OF NEW MEXICO	) )ss						
COUNTY OF BERNALILLO	)						
This instrument was acknowledged before me on this ZISH day of Quil 2025 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	Notary Public My Commission Expires: 11-9-2025						

### **EXHIBIT "A"**

Location ION (LIA, PPRINCESS JEA/NEE PARK ADDITION is between as \$1 has 1200 PM. VB seedshing 0,7002 sers. See atmented Vicinity May K-21.1 for east focation.

of this distings report is to preson a grading and selding from vences with this pact of land

VOLUME CALCULATIONS FOR 10 DAY STORM

BASON AREA (SP) AREA (SP)

GH-STE ZEROAD BASING BOSTED

 $E = \underline{EA(AA) + EB(AB) + EC(AC) + ED(AD)}$  AA + AB + AC + AD

V-360 == E(AA + AB + AC + AD) EA = 0.76 EB = 0.95 EC = 1.20 ED = 3.34

BASIN CALCULATION FOR FIRST FLUSH
BASIN# | AREA | VOL. REG. | VOL. PROVIDED n 0 P-60 = 1.96 P-360 = 2.64 P-1440 = 3.60 P-10 Day = 6.72

-

5319.82 SF 115.26 CF 500.00 CF 4127.59 SF 89.43 CF 665.00 CF 4777.49 SF 103.51 CF 310.00 CF

AA = 0.00% AB = 5.00% AC = 10.00% AD = 85.00%

EXISTING CONDITIONS/PROPOSED

E = 3.0065 IN V-360 = 0.1300 AC-FT AD = 0.4410 AC V-10 DAY = 0.2634 AC-FT V-10 DAY = 11,473-71 CF V-6 HR = 5,662.24 CF

FIRST FLIUSH PONDING REQUIREMENT

IMPERVIOUS ARBA = 22,600.00 SF FIRST FLUSH VOL. REQI. = 0.26" x 22,600.00 / 12 = 489.88 CF

POWD VOLUME REQUIRED

(AZA ZAZAROMOJE + 488.08 PC (AZA ZAZAROMOJE - AZA INCHES X IMPERVIOUS AREA = (AZA) 2 X ZZAROMOJE - 488.88 PC

POND CALCULATION
TOTAL POND AREA PROVIDED =
PONDING CALCULATIONS:

POND A: AREA @ TOP == 620,00, AREA @ BOTTON == 620,00 POND VOLUME == (620,004-620,00)/2\*0,50" == 310,00 CF

POND B: AREA @ TOP = 1330,00, AREA @ BDTTDM = 1330,00 POND VOLLME = (1330+1330)/2\*0.50" = 866,00 CF POND C: AREA @ TOP = 1000.00, AREA @ BOTTOM = 1000.00 POND VOLUME = (1000+1000)/2\*0.50" = 500.00 CF TOTAL POND VOLUME PROVIDED = (310.00+665.00+500.00) = 1475.00 OF



## NOTICE TO CONTRACTORS... 1. AN EXCAVATION/CONSTRUCTION PERMIT WILL BE REQUISED BEYONS BECOMING ANY WORK WITHIN BERNALLLO COUNTY RIGHT-OF-WAY. nage Facilities within City Right-of-Way Notice t

to forming. on permit will be required before beginning any worl culvert per COA STD DWG 2236. Maintenance at (505) 857-8033 to schedule a

verse.

Maintenance at (508) 857-8033
ction. For excavating and
Construction Coordination at (505) ing batters. Taking the contractor shall exercise and verify become because it should a conflict exist, the because its shall be conflict can be immun amount of delay.

an shall be according to traffic/strees use.

In shall be according to traffic/strees use.

7. WORK ON ARTERIAL STREETS SHALL BE PERFORMED ON A 24-HOUR BASIS.

6, MAINTENANCE OF THESE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY SERVED.

### PARE TO CONTRICTOR, THE COMPACTOR SHALL CONFINE AND VERSEY THE (HOSTINGTHA, AND VERTICALLY, THE CONFIDED SHALL CONFIDENCES, SPORL) THE CONFILED TOWN THE CONFIDENCES. THE CONFIDENCE OF THE CONFIDENCE SHALL CONFIDENCES, SPORLY THE CONFIDENCE OF THE TRANSPORT OF THE RESOURCES THAT AND THE CONFIDENCE SHALL MOUNT OF THE AND THE CONFIDENCES. 2. ALL WORK DETAILED ON THESE PLANS TO BE PERFORMED, EXCEPT AS ACKERNES STRIKE OR PROVINCE HEREON, SHALL BE CONSTRUCTED IN ACCORDANCE, WITH BERNALLILLS COUNTY STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. 3. TWO WORKING DAYS PRIOR TO ANY EXCAVATION, CONTRACTOR MUST COOPTACT LINE LOCATING SERVICE, 785—1224, FOR LOCATION OF EXISTING UTIONITYS.

COMP BIND OF

LOT B, BLOCK 124, PRINCESS JEANNE PARK ADD. CONTANUNG: 30,500.00 SF (0,7002 ACRE ) LEGAL DESCRIPTION:

# Benchmark City enchwark 14<u>, p2, elevation of 3570,441., feet aboye sea</u> level

GENERAL NOTES: 1: CONTOUR INTERVAL IS HALF (1,00) FOOT.

@

Lomas Boulevard NE

71.00 - 72.01

No Park

- 2: ELEVATIONS ARE BASED ON GITY OF ALBUCUBRICIE CONTROL STATION 14-UZJ, HANNG AN ELEVATION OF \$5576.441, PEET ABONE SEA LEVE
- AUTICES SOOM BEEGEN ARE NE THER PROPROMETE LOCATION BASES ONLY ON ADDRESS CROUND FOR EAST, TOURNEY THE FEB. AND ASS-BRILL WEETHER HIRCARD AS ARMONDOR OF RICE SHALL BE VERSED BY WEETHER HIRCARD AS ARMONDOR OR NOT, SHALL BE VERSED BY OR USSAIN COM-SECULION.
- THE IS MOT. A BOANDARY SURVEY, BEARINGS ARE ASSUMED, DISTANCES AND FOUND PROPERTY CORRECTS ARE FOR INFORMATIONAL PROPERTY CORRECTS. ARE FOR INFORMATIONAL

BASIN 2

703

6

MV.=71.19

0.50° DEEP VOLUME - 310.00 CF

B-1-1

- 5. SLOPES ARE AT 3:1 MAXMUM.
- 3: ADD 5500 TO ALL PROPOSED SPOT ELEVATIONS.

	EXISTING CONTOUR (MAJOR) EXISTING CONTOUR (MINGR) = BOUNDARY LINE	PROPOSED SPOT ELEVATION EXISTING GRADE	EXISTING FLOMLINE ELEVATION	PROPOSED RETAINING WALL	BOTTOM OF CHANEL	TOP OF CURB	TOP OF ASPHALT	HIGH POINT	AS-BUILT GRADES	AS-BURLT SPOT BLEVATIONS
LEGEND	9030	28.50 X 5029.16	X 5028.65 FL		BC=89.08	7C=28.50	74=28.00	9	88.65 85.65	X 385.65

Juan Tabo NE

(9)

A 72.80

707AL 5,384 SF 5,384/200=26.9 CARS 27 CARS PROWDED LOT SIZE 30,500SF

BASIN 3

FF=5573.75

6

NY-71.33



82 K

BASIN

N 86'SI'30" W

0.50' DEEP VOLUME~SOD.OD OF

PROVIDE 24" SIDEWALK CALRYET PER CITY STD DWG 2238 (TACK WELD PLATE AT THE BOLT).

O NOTES:

2. PROVIDE 24" CURB OPENING, EXISTING RETAINING WALL

REMOVE EXISTING DRIVEWAY AND INSTALL STANDARD CURB & CULTER AND SDEWALK PER C.C.A. STD DWG. 2415A AND 2430.



STDEWALL CULVERTYCONCRETE CHANNEL AND POUD OPPENING CALCULATIONS

29552430F1.50 = 2.632245441 Q = 3.23648 W-GEF,C-195, L-30-GAM)

D-CLIPIS H-947,C-28,Leff(L89) IF WAY WIND PRESENCE

FOR THE POND.

9. EXISTING POWER POLE. B. EXISTING UGHT POLE.

1. INSTALL 2-4" PVC STORM DRAIN PIPE.

. INSTALL A SEMER INLET AND TO BE CONNECTED SANITARY SEMER, SEE UTILITY PLAN.

S. EXISTING BUS STOP. S. EXISTING BUS STOP SIGN AND BENCH,



AUBIQUERQUE, MEY AROCCO 67114
(CONERSO, CONERSO, CONERSO,

GRAPHIC SCALE 20 10 0

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ı	845 JUAN TABO BLVD., GRADING AND DRAINAGE
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1	845 JUAN
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PLAN	C 10
DRAINAGE	DATE 69-27-2004
GRADING AND DRAINAGE PLAN	DRAWN BY: SN-B
8 E	WBIG:

### **CONTRACT CONTROL FORM**

PROJECT:         K21D019           2025-OTR-           CCN:         117179           (New/Existing)         New	CONTACT PERSON: David Jones
Type of Paperwork Project Name/Description (From CTS): Developer/Owner/Vendor	Drainage Covenant  845 Juan Tabo Blvd NE  LFD, LLC
Contract Amount\$	Contract Period:
APPROVALS REQUIRED:	FINAL CONTRACT REVIEW
DRC Manager  Legal Department  City Engineer  Hydrology Engineer  Transportation Engineer  Construction Engineer  OTHER: CAO	Approved By Approval Date  4/21/2025   10:15 AM MDT  4/21/2025   10:49 AM MDT  1/21/25  4/21/2025   10:06 AM MDT
DISTRUBUTION:	Date: By:
Received by City clerk	

### Bernalillo County, NM

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

### Receipt: 1602061

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	6
	Document #	2025034278
Committee from the page of the page and the first page of	# Of Entries	0
Total		\$25.00

Tender (Check) Check#2179 Paid PRESTIGIOUS HOMES

Ву LLC

Thank Youl

\$25.00

4/22/25, 11:28 AM MST rzelada