

**PRIVATE FACILITY DRAINAGE COVENANT**

**PROJECT NAME:** Mercado El Milagro Building D  
**HYDROTRANS NUMBER:** L09d042A

This Drainage Covenant ("Covenant"), between PPI II, LLC ("Owner"), whose address is 2325 SAN PEDRO DR NE SUITE 2A, ALBUQ. NM 87110 and whose telephone number is (505) 884-3578 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:  
Lots 1A & 2, Block 1, Lands of Atrisco Land Grant  
Albuquerque, Bernalillo County, NM  
UPC: No:100905606346420405 & 100905604545720404  
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. Stormwater quality ponds as shown on the approved Grading and Drainage Plan with Engineer's Stamp dated 06-30-2022 (Hydrotrans # L09D042A)

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:

2325 San Pedro Drive Ne, Albuquerque, NM 87110

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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]: Doug Peterson

Title: Manager


Dated: 8/2/24

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO                    )  
                                                          )ss  
COUNTY OF BERNALILLO                )

This instrument was acknowledged before me on this 2<sup>nd</sup> day of AUGUST,  
2024, by DOUG PETERSON (name of person signing permit),  
MANAGER (title of person signing permit) of  
PPI II, LLC (Owner).

(SEAL)  
STATE OF NEW MEXICO  
NOTARY PUBLIC  
Colleen R. McGrath  
Commission No. 1103113  
October 19, 2025

  
Notary Public  
My Commission Expires: 10.19.2025

DS  
KV

DS  
JW

**CITY OF ALBUQUERQUE:**

By: \_\_\_\_\_

Shahab Biazar, P.E., City Engineer

Dated: \_\_\_\_\_

8/8/24

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO       )  
                                          )ss  
COUNTY OF BERNALILLO    )

This instrument was acknowledged before me on this 8<sup>th</sup> day of August 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 Miranda  
Notary Public  
My Commission Expires: 11-9-2025

**(EXHIBIT A ATTACHED)**

B3



LOT 2

[illegible]

FOR THIS CATEGORY, THE CAMP FORMERLY SITES FOR POLYMER, BINDER, AND CEMENT, AND 24,000 YD<sup>3</sup> OF INTERIUM AREA AS OUTLINED IN THIS APPROVED MASTER REMEDIATION PLAN.

USE THE SITE(S) THIS IDENTITY FOR FORMERLY QUALITY PLANT COOKINGS, AND 24,000 YD<sup>3</sup> OF INTERIUM AREA AS OUTLINED IN THIS APPROVED MASTER REMEDIATION PLAN.

THE ESTIMATED INTERIUM AREA, COOKING REQUIREMENTS AND PONDING PROVIDED IS:

BASIN B:

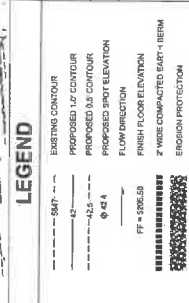
3.38 SQ. METERS/FOOT = 200 YD<sup>3</sup> DETENTION  
INTERIUM SINK POND IN VOL. = 1,668 CU YD OF REQUIRED  
PERMANENT SINK POND IN VOL. = 1,475 CU YD (MIN. REQUIRED)

BASIN C:

11.20 SQ. METERS/FOOT = 712 YD<sup>3</sup> DETENTION  
INTERIUM SINK POND IN VOL. = 458 CU YD OF REQUIRED  
PERMANENT SINK POND IN VOL. = 305 CU YD (MIN. REQUIRED)

THESE NOTES ARE REFERENCED ON SHEETS 05-10, 01-01 AND 02-102. NOT ALL NOTES WILL BE REPEATED ON EACH SHEET.

1. CONSTRUCT NEW PAVING AT EXISTING PAVEMENT SECTIONS. NOTE TO ENSURE DURABILITY, ALL PAVING SHOULD BE PLACED IN LAYERS THAT ARE 4" THICK. IF THE EXISTING PAVEMENT IS NOT 4" THICK, THE CONTRACTOR SHALL ADD 4" OF ASPHALT TO THE EXISTING PAVEMENT. IF THE EXISTING PAVEMENT IS 4" THICK, THE CONTRACTOR SHALL ADD 2" OF ASPHALT TO THE EXISTING PAVEMENT.
2. PROVIDE SMOOTH TRANSITION TO EXISTING PAVEMENT.
3. DO NOT CURB CUT PAVEMENT.
4. DO NOT CURB CUT SIDEWALK.
5. ADD CURB NEW WHERE NECESSARY.
6. CLARITY DRAWINGS ARE SHOWN DASHED WHERE NECESSARY TO CLARIFY DRAWING CONCEPT.
7. PROPOSED ASPHALT PAVEMENT GRADING IS DOES ARE NOT UNIFORM. THE CONTRACTOR SHALL ADVISE TO CHANGES IN ORDER TO PROVIDE FOR FUTURE IMPROVEMENTS. TYPICAL @ 4" MAX. SLOPE (SAME AS EXISTING PAVEMENT).
8. TEMPORARY GRADING TO MAINTAIN @ 4" MAX. SLOPE (SAME AS EXISTING PAVEMENT) TO BE MAINTAINED FOR 2" OF CURB CUT PAVEMENT AT EACH ROOF DISCHARGE LOCATION. INSTALL PLASH COVERS TO PREVENT FLOODING. SEE DETAIL FOR ARCHITECTURAL FOR SPECIFIC ROOF DRAIN LOCATIONS.
9. 24" WIDE BOTTOM W/16" V-SHAPED CHANNEL. THROUGH PAVING. ISLAND. SEE DETAIL ON SHEET C0-50
10. PROVIDE 3" OF BASE COURSE OPPOSITE TO FLOW. SEE DETAIL ON SHEET C0-50
11. CONCRETE DUMPERSTADT SLOPED TO FLOW TO MAIN WALKWAY. SEE UTILITY PLAN
12. BROWNHILL WATER PUMP RETENTION POND AT ELEVATION SHOWN. 2" OF CURB CUT PAVEMENT TO BE MAINTAINED FOR 2" OF CURB CUT PAVEMENT. VOLUMES WILL BE VERTICED AS PART OF A SEWER CERTIFICATION. PAVEMENT WHICH DO NOT PROVIDE THE REQUIRED CERTIFICATION WILL BE REPEATED.
13. 24" WIDE BOTTOM W/16" V-SHAPED CHANNEL. THROUGH PAVING. ISLAND. SEE DETAIL ON SHEET C0-50



IDEWALKING) AND RAMPS: TARGET CROSS SLOPE = 1% TO 1.5%. CROSS SLOPE SHALL NOT EXCEED 2%.

DATE: 30 JUNE 2022  
DRAWN BY: ANW/BJB  
CHECKED BY: ANW  
VERIFIED BY:

## CONCLUSION

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[illegible]

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2011/12/26

101-5

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

**Receipt: 1540260**

| <b>Product</b> | <b>Name</b>  | <b>Extended</b> |
|----------------|--------------|-----------------|
| COV            | Covenant     | \$25.00         |
|                | # Pages      | 6               |
|                | Document #   | 2024055250      |
|                | # Of Entries | 0               |
| <b>Total</b>   |              | <b>\$25.00</b>  |

Tender (Check) \$25.00  
Check# 6727  
Paid By MARTIN F M GRUMMER  
ARCHITECT  
Phone (505) 924-3996  
#

Thank You!

**8/9/24 3:06 PM MST rzelada**

**CONTRACT CONTROL FORM**

PROJECT: L09D042A

CONTACT PERSON: David Jones

CCN: 202500229

(New/Existing) New

Type of Paperwork

Drainage Covenant

Project Name/Description

(From CTS):





Mercado El Milagro Building D

Developer/Owner/Vendor

PPI II, LLC

Contract Amount \$

Contract Period: -

| APPROVALS REQUIRED:     |                                                                                     | FINAL CONTRACT REVIEW  |  |
|-------------------------|-------------------------------------------------------------------------------------|------------------------|--|
|                         | Approved By                                                                         | Approval Date          |  |
| DRC Manager             |    | 8/6/2024   3:37 PM MDT |  |
| Legal Department        |    | 8/6/2024   7:46 PM MDT |  |
| City Engineer           |   | 8/8/24                 |  |
| Hydrology Engineer      |  | 8/6/2024   1:54 PM PDT |  |
| Transportation Engineer |                                                                                     |                        |  |
| Construction Engineer   |                                                                                     |                        |  |
| OTHER: CAO              |                                                                                     |                        |  |

DISTRUBUTION:

Date:

By:

Received by City clerk