



**PRIVATE FACILITY DRAINAGE COVENANT**

**PROJECT NAME: MERCADO EL MILAGRO SHELL BUILDING G-1 AND G-2**

**HYDROTRANS NUMBER: ~~646D002B~~ L09D042B**

This Drainage Covenant ("Covenant"), between PPI II, LLC, a NM limited liability Co. ("Owner"), whose address is 2325 San Pedro NE, Abo, 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: Lot 2A, Block 1, Lands of the Atrisco Grant, a replat of lots 1A and Lot 2, Albuquerque, New Mexico, as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County \* in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information). \* New Mexico on November 27, 2019, Plat Book 2019C, page 119.

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. Hydrology File: L09D042B

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 NE, #2A  
Albuquerque, NM 87110

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.

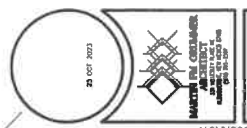
16. Construction and Severability. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant will remain valid and enforceable if the remainder is reasonably capable of completion.

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.









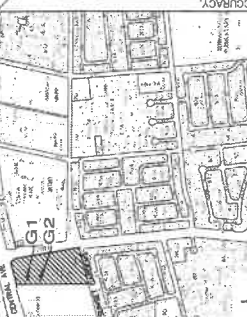
**G1 GRADING & DRAINAGE PLAN**  
 ALBUQUERQUE, NEW MEXICO 87121  
 MERCADO EL MILAGRO  
 SHELL BUILDING G-1  
 1000 CENTRAL AVENUE SW

**G1**  
 DATE: 3/27/2024  
 DRAWN BY: bjd/dec  
 CHECKED BY:  
 VERIFIED BY:

REVISIONS

NO.	DESCRIPTION

SHEET NO:  
**CG1-1**



**KEYED NOTES**

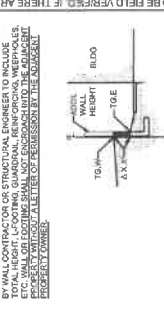
THESE NOTES ARE KEED ON SHEET CG1 AND CG2.1 AND ALL DIMENSIONS ARE TO BE FIELD VERIFIED. IF THERE ARE DISCREPANCIES, PLEASE NOTIFY THE ARCHITECT. DRAWINGS ARE NOT TO BE SCALED. USE DIMENSIONS FOR ACCURACY.

- PROVIDE SLOPE TRANSITION TO EXISTING PAVEMENT.
- ADA COMPLIANT PARKING AND ACCESSIBLE.
- ADA COMPLIANT ACCESS RAMP.
- ADA COMPLIANT CURBS AND SIDEWALKS.
- ADA COMPLIANT CURBS AND SIDEWALKS.
- DESIGN CONTOURS ARE PROVIDED DASHED TO CLARIFY GRADING DUE TO FUTURE TRANSITIONS REQUIRED TO ACHIEVE OVERALL SLOPE REQUIREMENTS.
- PROVIDE FOR FUTURE IMPROVEMENTS. TYPICAL SHOWN TO PROVIDE FOR FUTURE IMPROVEMENTS.
- INSTALL PRIVATE STORM DRAIN SYSTEM. SEE SHEET CG2 FOR SIZES AND DETAILS.
- PROVIDE 2" WIDE CURB OPENING TO PASS 6" DIA. WITH 2" DEEP MEDIAN EROSION PROTECTION. SEE SHEET CG2 FOR SIZES AND DETAILS.
- CONCRETE DRAINAGE PAD WITH 1/2" DIA. INLET. SEE UTILITY PLAN FOR DETAILS.
- PERMANENT STORMWATER QUALITY DISTRIBUTION POND FOR 100% OF RAINFALL. SEE SHEET CG2 FOR SIZES AND DETAILS.
- TEMPORARY STORMWATER QUALITY POND. MAX. 4" SLOPE.
- INSTALL PRIVATE STORM DRAIN SYSTEM. SEE SHEET CG2 FOR SIZES AND DETAILS.
- BUILDING RETAINING AND/OR EXTENDED STAIRWELL REQUIRED TO ACHIEVE GRADES SHOWN. SEE ARCHITECTURAL/STRUCTURAL FOR DETAILS.
- IF FRESH CURB, TO ENSURE REINTEGRITY NOT ALL CURBS ARE LAPPED WITH BOTH DOWN AND UP CURB ELEVATION. PROVIDE CURB HEIGHT FOR ADJACENT TOP OF CURB ELEVATION. SEE PAVING DETAIL. SEE ARCHITECTURAL FOR ADDITIONAL INFORMATION.
- 3" WIDE BOTTOM WIDTH COVERED SIDEWALK CURB. SEE SHEET CG2 FOR DETAIL.
- SHOW CURB TO TOP OF GRADE ON EAST SIDE OF WALL TO 1/4" TOP OF WALL. PROVIDE 2" WIDE CURB OPENING TO PASS 6" DIA. WITH 2" DEEP MEDIAN EROSION PROTECTION. SEE SHEET CG2 FOR SIZES AND DETAILS.
- BY WALL CONTRACTOR OR STRUCTURAL ENGINEER TO INCLUDE: 1. WALL TO BE CONSTRUCTED TO MATCH EXISTING WALL. 2. WALL TO BE CONSTRUCTED TO MATCH EXISTING WALL. 3. WALL TO BE CONSTRUCTED TO MATCH EXISTING WALL.



**LEGEND**

- 8M1 --- EXISTING CONTOUR
- 6 --- PROPOSED 1/2" CONTOUR
- 42.5 --- PROPOSED 3/4" CONTOUR
- 42.5 --- PROPOSED SPOT ELEVATION
- --- FLOW DIRECTION
- FF # 500.50 --- FINISH FLOOR ELEVATION
- 2" WIDE COMPACTED EARTH BERM --- 2" WIDE COMPACTED EARTH BERM
- --- EROSION PROTECTION



**PROJECT INFORMATION**

THESE NOTES ARE KEED ON SHEET CG1 AND CG2.1 AND ALL DIMENSIONS ARE TO BE FIELD VERIFIED. IF THERE ARE DISCREPANCIES, PLEASE NOTIFY THE ARCHITECT. DRAWINGS ARE NOT TO BE SCALED. USE DIMENSIONS FOR ACCURACY.

THE TOTAL SLOPE REQUIRED FOR THIS PHASE OF THE PROJECT IS 2.48% OF 100' = 2.48'.

EXISTING ELEVATION AND PROPOSED ELEVATION: 42.5' TO 43.0'.

NEW SLOPE TO BE 2.48% (2.48/100) = 0.0248.

PROVIDED IN 2" WIDE CURB OPENING TO PASS 6" DIA. WITH 2" DEEP MEDIAN EROSION PROTECTION. SEE SHEET CG2 FOR SIZES AND DETAILS.

REFER TO THE MERCADO EL MILAGRO BUILDINGS G1, A TO Z RENOVATION REPORT FOR ADDITIONAL INFORMATION.

**STORMWATER QUALITY**

FOR THIS DEVELOPMENT, THE CURB STORMWATER QUALITY VOLUME BROWNS WASTEWATER PLAN. TO IMPROVE AREA TO BE INCLUDED IN THE APPROVED WASTEWATER PLAN.

THE TOTAL SLOPE REQUIRED FOR THIS PHASE OF THE PROJECT IS 2.48% OF 100' = 2.48'.

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NEW SLOPE TO BE 2.48% (2.48/100) = 0.0248.

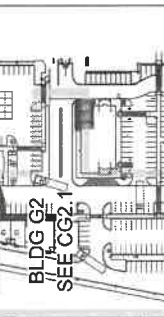
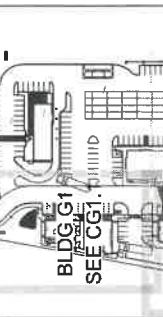
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REFER TO THE MERCADO EL MILAGRO BUILDINGS G1, A TO Z RENOVATION REPORT FOR ADDITIONAL INFORMATION.

**PHASE KEY**

BUILDINGS G1 AND G2 MAY BE CONSTRUCTED AND CERTIFIED FOR OCCUPANCY IN TWO PHASES.

PHASE 1 (G1) WILL CONSTRUCT ALL SITE IMPROVEMENTS, INCLUDING SITE STORM DRAIN IMPROVEMENTS, WITH THE EXCEPTION OF THE PHASE 2 PAD, BUILDING, AND DIRECTLY ADJACENT TRAILER TRAMP (PARKING SPACES, AND DIRECTLY ADJACENT TRAILER TRAMP) PARKING SPACES.

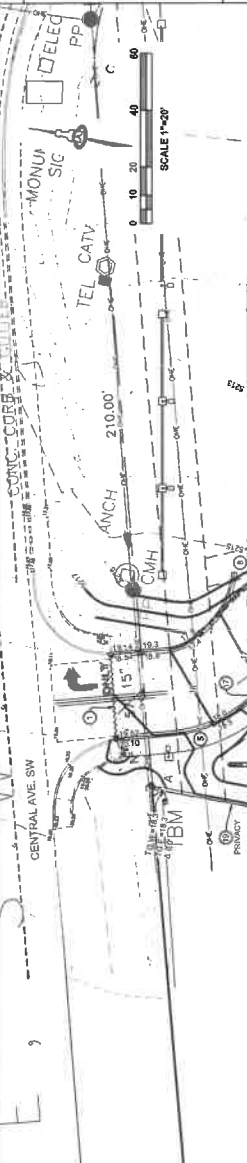
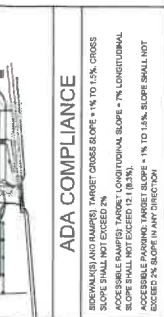


**ADA COMPLIANCE**

BUILDINGS (AND TRAMP) TRAMP CROSS SLOPE = 1% TO 1.5%. CROSS SLOPE SHALL NOT EXCEED 1% (1/8").

ACCESSIBLE PARKING: TRAMP CROSS SLOPE = 1% TO 1.5%. CROSS SLOPE SHALL NOT EXCEED 1% (1/8").

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**FUTURE DEVELOPMENT**

SEE ARCHITECTURAL PERMITS FOR SITE CENTERLINE OF SITE PERMITS.

RETAINING WALL

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RETAINING WALL

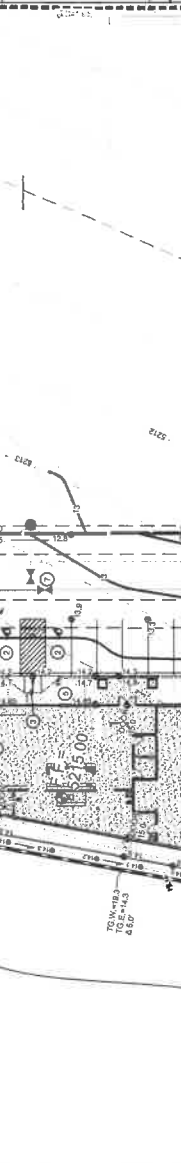
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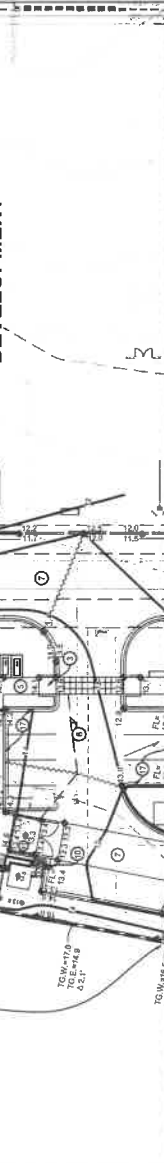
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RETAINING WALL

SEE ARCHITECTURAL PERMITS FOR SITE CENTERLINE OF SITE PERMITS.



MATCHLINE SEE SHEET CG2.1

**EXHIBIT A**

Handwritten signature or initials.



15 OCT 2023



G1 & G2 STORM DRAIN IMPROVEMENTS  
ALBUQUERQUE, NEW MEXICO 87121  
MERCADO EL MILAGRO  
SHELL BUILDING G-1  
1000 CENTRAL AVENUE SW

G1  
G2

DATE: 3/27/2024  
DRAWN BY: BJB/dec  
CHECKED BY: Ome  
VERIFIED BY:

NO.	REVISIONS

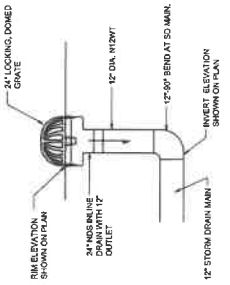
SHEET NO:  
**CG2.2**

### STORM DRAIN SYSTEM GENERAL NOTES

- INSTALL ALL STORM DRAIN INLETS, PIPE, AND FITTINGS PER MANUFACTURER'S SPECIFICATIONS.
- EACH PROPOSED INLET IN LANDSCAPE AREAS CONSIST OF A LOCKING DOME GRATE. SEE KEYED NOTES AND DETAILS THIS SHEET.
- ALL STORM DRAIN LINES AND FITTINGS TO BE ADRIM 1/4" WALL THICK.
- INSTALL PIPE WITH SLOPES AND INVERTS PER PLAN.
- STORM DRAIN SYSTEM WILL REQUIRE REGULAR MAINTENANCE. ENGINEER RECOMMENDS THAT PROPERTY OWNER HIRE A QUALIFIED MAINTENANCE CONTRACTOR TO PERFORM MAINTENANCE TO OCCUR MONTHLY AND AFTER EACH STORM EVENT.
- STORM DRAIN PIPE LENGTHS NOTED ON PLAN ARE TO CENTER OF IN-LINE DRAINS.

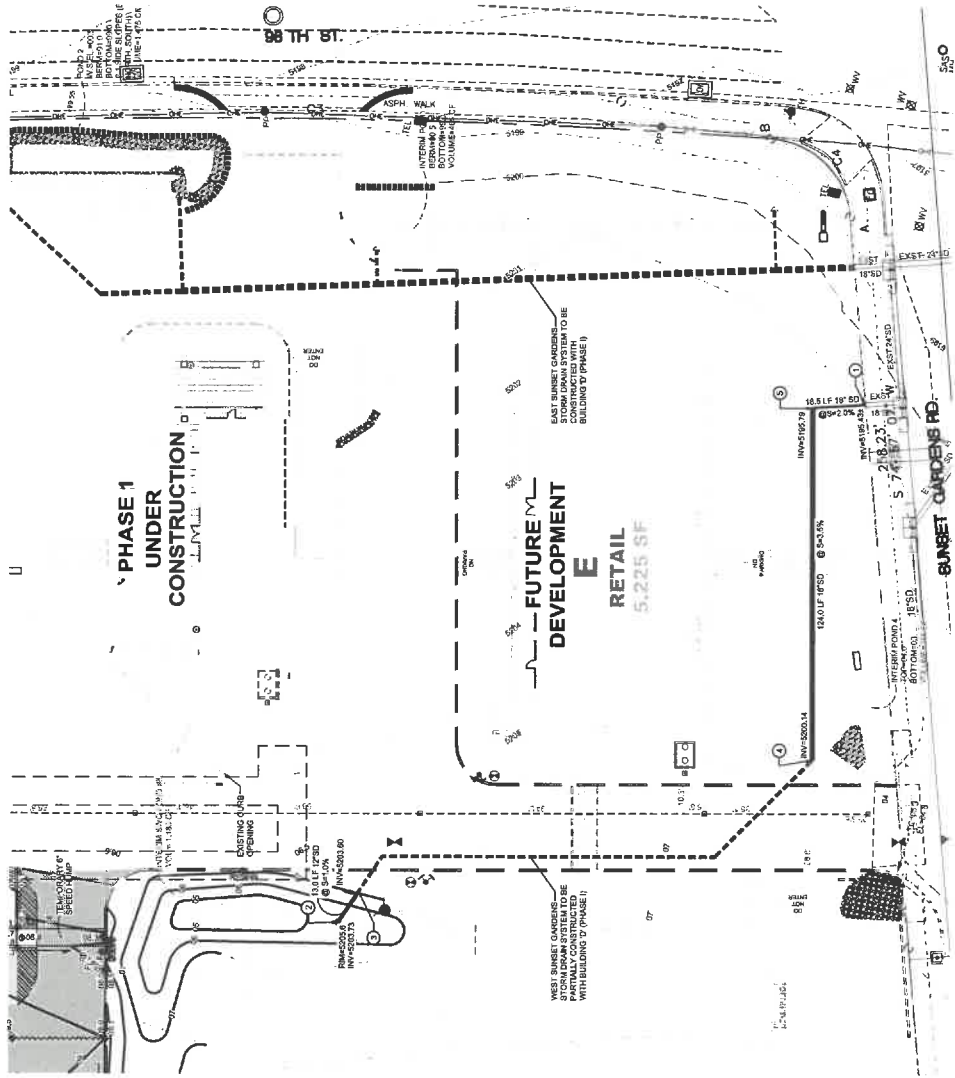
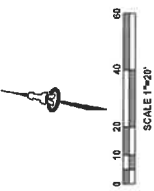
### KEYED NOTES

- CONNECT TO EXISTING 18" RSP STORM DRAIN WITH ADS ADAPTER. THIS SHEET.
- 1.54" IN-LINE DRAIN WITH LOCKING BEHAVING GRATE PER DETAIL A THIS SHEET.
- REMOVE 12" CAP AND CONNECT NEW 12" STORM DRAIN.
- REMOVE 18" CAP- INSTALL 1.18" 45' BEND.
- 1.18" 90' BEND.



### A IN-LINE DRAIN 'A'

SCALE: N.T.S.



Isaacson & Artman, Inc.  
Civil Engineering Consultants  
128 Alameda Street NE  
Albuquerque, NM 87108  
505-966-6623 | www.isaart.com

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

**Receipt: 1659500**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
COV	Covenant	\$25.00
	# Pages	8
	Document #	2025094987
	# Of Entries	0
<b>Total</b>		<b>\$25.00</b>

Tender (Check) \$25.00  
Check# 4226  
Paid By ruth t lozano  
Phone # 5055079272

Thank You!

**11/24/25, 9:42 AM MST abriggs**

**CONTRACT CONTROL FORM**

**PROJECT:** L09D042B **CONTACT PERSON:** David Jones

**CCN:** 2026-OTR 024233

(New/Existing) New

PNDCOU-2025-00033, 11/21/25

Type of Paperwork Drainage Covenant

Project Name/Description (From CTS): Mercado El Milagro

Developer/Owner/Vendor PPI II, LLC

Contract Amount \$ \_\_\_\_\_ Contract Period: \_\_\_\_\_ - 12/31/2099

**FINAL CONTRACT REVIEW**

**APPROVALS REQUIRED:**

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>11/21/2025   2:39 PM MST</u>
Legal Department	<u>[Signature]</u>	<u>11/21/2025   3:20 PM MST</u>
City Engineer	<u>EG</u> <small>Initial</small>	<u>11/24/2025</u>
Hydrology Engineer	<u>TL</u>	<u>11/21/2025   2:36 PM MST</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

**DISTRUBUTION:**

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

Received by City clerk \_\_\_\_\_