



PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME: SANDIA COLLISION REPAIR SHOP

HYDROTRANS NUMBER: L15D063

This Drainage Covenant ("Covenant"), between SANDIA COLLISION INC ("Owner"), whose address is 1515 Yale Blvd Albuquerque, NM 87106 and whose telephone number is (505) 842-9406 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 10, 11 and 12, Block 4 Clayton Heights Subdivision (aka 10-A) 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. L15D063.

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:

1601 Yale Boulevard S.E. 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:

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO

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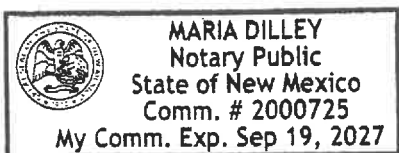
)ss

COUNTY OF BERNALILLO

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This instrument was acknowledged before me on this 12 day of January,
2024, by David Ballantine (name of person signing permit),
Owner (title of person signing permit) of
Sandia Collision Repair Shop (Owner).

(SEAL)



Maria Dilley

Notary Public

My Commission Expires: Sep 19, 2027

DS
KV

DS
BMR

CITY OF ALBUQUERQUE:

DocuSigned by:
By: Shahab Biazar
Shahab Biazar, P.E., City Engineer
Dated: 12/26/2023 | 8:14 AM MST

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 2nd day of January 2024 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)
State of New Mexico
Notary Public
Deborah L. Fox
Commission Number 1139690
Expiration Date 02/08/2027

Deborah L. Fox
Notary Public
My Commission Expires: 2/8/2027

(EXHIBIT A ATTACHED)

THE PLANNING OF THIS BUILDING AND PLANNING PLANTS TO ACCOMMODATE A NEW BUILDING ON AN EXISTING ADJACENT LOT LOCATED AT 7515 VILLE BLVD. S.E. THE SITE CURRENTLY HAS AN EXISTING OFFICE BUILDING, AND PAVED DRIVE AND THESE EXISTING PLANTS TO CONSTRUCT A NEW BUILDING AT THE SOUTH END OF THE LOT AND A NEW PAVED AND A NEW CLEAR WATER POND ALONG THE WEST PROPERTY LINE.

THE SITE CURRENTLY BORDERS PRIMARILY FROM THE EAST TO THE WEST BY THE CITY OF ALBUQUERQUE AVENUE. THE SITE HISTORICALLY BORDERS TO AMERSONS AVENUE. THE SITE WILL NOT ALTER THE HISTORIC BRANIFFAGE, EXCEPT FOR THE PLANTING OF TREES PER THE CITY OF ALBUQUERQUE REGULATION THAT WILL CONTROL THE RELEASE THROUGH THE SOUTHWEST CLIMATE AS SHOWN.

Sandra Cullison

[illegible]

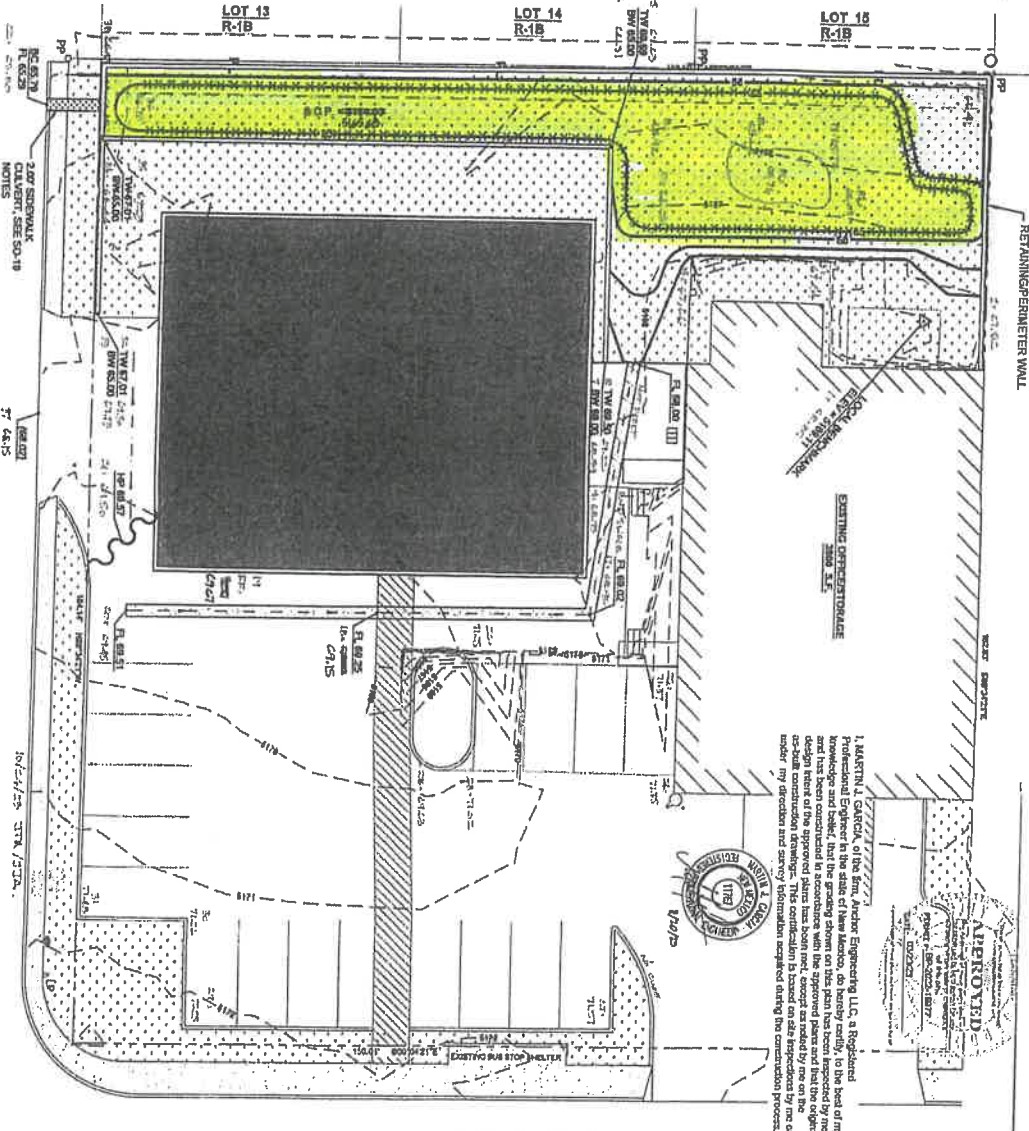
1. BUILD ADEQUATE CURB/PAV FOR C&T AND 22" MIN. WORK IS PERMITTED AND INSPECTED AND CONSTRUCTION SERVICES DIVISION.
2. AN EXCAVATION REPORT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY RIGHT-OF-WAY.
3. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THE CALIFORNIA FEDERAL, STATE AND LOCAL LAWS, RULES AND ORDINANCES GOVERNING CONSTRUCTION SAFETY AND HEALTH.
4. PRIOR TO ANY EXCAVATION, THE CONTRACTOR MUST CONTACT ANEMCO ONE CALL (800) 471-1777 OR (660) 392-1900 FOR THE LOCATION OF EXISTING UTILITIES.
5. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND REPAIR THE EXISTING CURB/PAV AND REPAIR THE EXISTING CURB/PAV AND REPAIR THE EXISTING CURB/PAV. THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONTRACT CAN BE RESOLVED WITH A BIDDING ADJUSTMENT OF BIDDING.
6. BACKFILL COMPACTION SHALL BE 98%.
7. MAINTENANCE OF THE FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY BEING SERVED.
8. WORK ON ARTERIAL STREETS MAY BE REQUIRED ON A 24 HOUR BASIS.
9. FOR EVALUATION AND INSPECTION, INSPECTION AND CONSTRUCTION SERVICES DIVISION.



Carving Tablets for Poets 1647
 Andrew A. 2

11-11-13

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1. **MARTIN I. GARCIA**, of the firm, Arco Engineering LLC, a Registered Professional Engineer in the state of New Mexico, do hereby certify, to the best of my knowledge and belief, that the preceding statement on this patent has been inspected by me and has been constructed in accordance with the information on the approved plans and that the original design filed of the approved plans has been true, correct as noted by me on the above-mentioned statement. This certification is based on the information provided by me and under my direction and survey. Information acquired during the construction process.







YALE BOULEVARD S.E.

May 2018



AREA OF TYPE "T" CONDITION _____ 12,166 SF
AREA OF TYPE "B" CONDITION _____ 1,621.26 SF
AREA OF 65 CONTROL _____ 0.327
PROPOSED DEPTH OF POND _____
PER CAA REGULATIONS, ONLY REQUIRED TO
POND 0.25 OF IMPERVIOUS AREA.
15,118 x .25 = 4,094.75 / 12 = 415.96
1,621.26 x .25 = 710.33
POND VOLUME REQUIRED _____ 415.96 CU FT
POND VOLUME PROVIDED _____ 5,000.00 CU FT

Project Benchmark
THE PROJECT BENCHMARK IS ACS BRASS CAP
#115 LOCATED NORTH OF THE SITE AT THE
INTERSECTION OF YALE BLVD. AND VANDERBILT AVE.
E 1149550.005
E 1520097.346
E 5194.135
THE LOCAL BENCHMARK IS A SET NAIL WITH
E 1149099.000
E 1520064.800
E 51602.111

Legend	
	EXISTING BUILDING
	EXISTING CONTOUR
	EXISTING CURB
	NEW BUILDING
	NEW CONTOUR
	NEW WALKLET CUTTER
FF	FINISH FLOOR
TY	TOP OF WALL
BW	BOTTOM OF WALL
BC	BACK OF CURB
FL	FLOW LINE
HP	HIGH POINT

SANDIA COLLISION - NEW REPAIR SHOP
1515 YALE BOULEVARD S.E.
ALBUQUERQUE, NEW MEXICO

GRADING AND DRAINAGE PLAN

PROJECT NO.	22-017
DATE	APRIL 6, 2022
DRAWN BY	F PHILLIPS
CHECKED BY	M GARCIA

NO	DATE	DESCRIPTION
1	4/30/72	REVISED BUILDING LOCATION AND ADJUSTED VALLEY OUTLINE AND FLOOD CALCULATIONS
2	10/2/72	REVISED DRAINAGE CALCULATIONS AND DRAINAGE NARRATIVE, ADDED SO-18 NOTES

Anchor
Engineering, LLC
373 Sycamore Farms Blvd., Sycamore Farms, PA 15703



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

Receipt: 1490979

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	6
	Document #	2024003492
	# Of Entries	0
Total		\$25.00

Tender (Check)	\$25.00
Check#	0501002987
Paid By	SANDIA CO
Phone #	480-394-3122

Thank You!

1/18/24 10:13 AM msouchet

CONTRACT CONTROL FORM

PROJECT: L15D063 **CONTACT PERSON:** David Jones
CCN: 262400712
(New/Existing) New

Type of Paperwork Drainage Covenant
Project Name/Description
(From CTS): Sandia Collision Repair Shop
Developer/Owner/Vendor Sandia Collision Inc.

Contract Amount \$ _____ Contract Period: _____ - _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>ns</small>	<u>12/22/2023 8:59 AM MST</u>
Legal Department	<u>BMR</u> <small>ns</small>	<u>12/22/2023 11:01 AM MST</u>
City Engineer	<u>SB</u> <small>ns</small>	<u>12/26/2023 8:14 AM MST</u>
Hydrology Engineer	<u>RB</u>	<u>12/18/2023 7:00 AM PST</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____
Received by City clerk _____