

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between JB Henderson ("Owner"), whose address is 10100 Trumbull Ave SE Albuquerque, NM 87123, and whose telephone number is (505) 292-8955 and the City of Albuquerque, New Mexico, a municipal corporation 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 Owner signs this Covenant.

1. Recital. The Owner is the current owner of the following described real property located at [give legal description, and street address]

Lot 10-A, Block 46 Skyline Heights

recorded on 6/22/21, pages 72 through , as Document No. 2021073786 in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities 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 Facility. The Owner shall construct the following "Drainage Facility" within the Property at the at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:

Private Stormwater retention pond

The Drainage Facility is more particularly described in **Exhibit A** attached hereto and made a part hereof.

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

4. Benefit to Property. The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. Liability of City. The Owner understands and agrees that the City shall not be liable



to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, 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 respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. 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.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's property and constitute covenants running with the Owner's property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with concurrence of the City Engineer.

10. Entire Covenant. 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.

11. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

OWNER:

By [signature]: John Stroud

Name [print]: John Stroud

Title: President

Dated: 11/14/22

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 14 day of November,
2022, by John Stroud (name of person signing permit),
member (title of person signing permit) of
JB Henderson Construction Co. (Owner).

STATE OF NEW MEXICO
(SEAL)
NOTARY PUBLIC
MELISSA MARIE GOMEZ
Commission Number 1074982
My Commission Expires AUGUST 18, 2026

Melissa M. Gomez
Notary Public
My Commission Expires: 8/18/26

Technical drawings of a rectangular box with a lid, showing front, side, and top views with dimensions and labels.

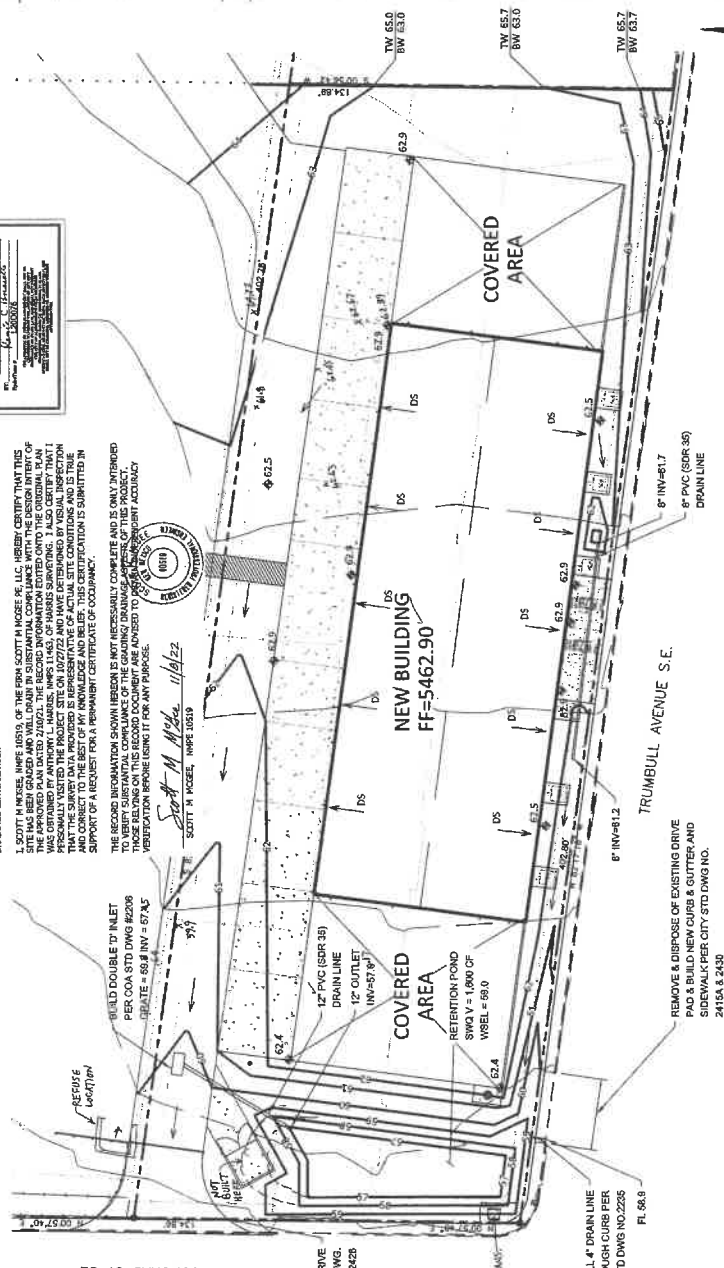
- Front View (Top Left):** Shows the box with a lid. Dimensions include a height of 100, a width of 100, and a depth of 100. A label '100' is present.
- Side View (Bottom Left):** Shows the box with a lid. Dimensions include a height of 100, a width of 100, and a depth of 100. A label '100' is present.
- Top View (Bottom Right):** Shows the box with a lid. Dimensions include a height of 100, a width of 100, and a depth of 100. A label '100' is present.
- Section View (Top Right):** A cross-section of the box, showing the internal structure and the lid. Dimensions include a height of 100, a width of 100, and a depth of 100. A label '100' is present.

1. BUILD SIDEWALK CURB/ PAVEMENT PER COM STD DWG 2236.
2. SCHEDULE STORM DRAIN MAINTENANCE AT 1561 867-8033 TO SCHEDULE A MEETING PRIOR TO FLOWING.
3. AN ELEVATION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY RIGHT-OF-WAY.
4. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION, SAFETY AND HEALTH.
5. TWO WORKING DAYS PRIOR TO ANY ELEVATION, THE CONTRACTOR MUST CONTACT NEW MEDICO ONE CALL, DIAL "811" FOR 1561 290-1990 FOR THE LOCATION OF EXISTING UTILITIES.
6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL LOCATE AND VERIFY THE LOCATIONS OF ALL OBSTRUCTIONS, SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
7. BACKFILL COMPACTION SHALL BE ACCORDING TO TRAFFIC/STREET USE.
8. MAINTENANCE OF THE FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY BEING SERVED.
9. WORK ON ARTERIAL STREETS MAY BE REQUIRED ON A 24-HOUR BASIS.
10. CONTRACTOR MUST CONTACT STORM DRAIN MAINTENANCE AT 1561 867-8033 TO SCHEDULE A CONSTRUCTION INSPECTION, FOR EXCAVATING AND BACKFILLING INSPECTIONS, CONTACT CONSTRUCTION COORDINATOR AT 930 934-4510.

N.T.S.

THE RECORDER SHOWN HEREIN IS NOT NECESSARILY COMPLETE AND IS ONLY INTENDED TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING DRAINAGE MASTER PLAN OF THIS PROJECT. THE RECORDING OF THIS PROJECT IS NOT BEING UNDERTAKEN TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE RECORDING OF THIS PROJECT IS NOT BEING UNDERTAKEN TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE RECORDING OF THIS PROJECT IS NOT BEING UNDERTAKEN TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

BUILD DOUBLE 'D' INLET
PER COA STD DWG #2206
UPDATE = 69.4 INV = 67.45

 $1^{\circ} = 20'$

L-20-Z



EXISTING CONSTRUCTION	NEW CONSTRUCTION
<p>_____</p>	<p>_____</p>

NEW CONTOUR
PROPOSED BUILDING FINISH FLOOR ELEVATION

FF=5462.90	NEW SPOT ELEVATION
36.5	NEW CONSTRUCTION
RD	ROOF DRAIN
TC	TOP OF CURB
X64.8	AS-BUILT ELEVATION

ADDRESS: 30200 Trumbull Avenue SE
LEGAL DESCRIPTION: LOTS 6-10, BLOCK 46 AND LOTS 9-10, BLOCK 47 & VACATED
ESPEJO STREET, SKYLINE HEIGHTS ADDITION
SITE AREA: 53,611 SF (1.235 acre)
BENCHMARK: City of Albuquerque Station "5-420" being a brass cap with
5423.95 (NAVD 1988) ELEV=

PRECIPITATION ZONE: 3

EXISTING CONDITIONS: The site is an existing paved and gravel parking area with no landscaping. The site is fairly flat but slopes down to the west at 1.5% with discharge

PROPOSED IMPROVEMENTS: The proposed 15,080 SF commercial building will be a working shop with paved parking. The building roof will drain to the paved area on the north side of the building and the landscape area to the south. Runoff will be carried a surface flow to the onsite retention pond proposed at the west end of the site.

DRAINAGE APPROACH: The site drainage pattern will follow historic conditions with the incorporation of an onsite retention pond for the SWQ volume.

Existing land treatment: 6.2% C and 38% D Precipitation Zone: 3

$$Q = [(0.62)(3.14) + (0.38)(4.70)](1.235) = 4.6 \text{ CFS}$$

The proposed onsite retention storage area will provide $V = 1,600$ CF.
($1,600 > 1,549$ - OK)

CITY OF ALBUQUERQUE:

DocuSigned by:
By: Shahab Biazar
Shahab Biazar, P.E., City Engineer

Date: 11/17/2022 | 3:19 PM MST

CITY'S NOTARY

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 17th day of November, 2022, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of the municipal corporation.

Rachael Miranda
Notary Public

My Commission Expires: 11-9-2025



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

Receipt: 1397794

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	7
	Document #	2022100547
	# Of Entries	0
Total		\$25.00
Tender (Check)		\$25.00
Check#	209	
Paid By	trumbull dev llc	

Thank You!

11/18/22 10:19 AM vgarza