**PRIVATE FACILITY DRAINAGE COVENANT****PROJECT NAME:** N-Demand Expansion**HYDROTRANS NUMBER:** E17D001J

This Drainage Covenant ("Covenant"), between JEN3 Industries, LLC ("Owner"), whose address is PO Box 35490, Albuquerque, NM 87176 and whose telephone number is (505) 639-4564 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 5, Block C, Interstate Industrial Tract Unit 1

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. E17D001J

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:

JEN3 Industries, LLC

PO Box 35490

Albuquerque, NM 87176

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]: [Signature]
Name [print]: JAMES E. NOURSE
Title: MANAGING MEMBER
Dated: 12/11/2023

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 11th day of December,
2023, by James E. Nourse (name of person signing permit),
Managing Member (title of person signing permit) of
JEN3 Industries, LLC (Owner).

(SEAL)
STATE OF NEW MEXICO
NOTARY PUBLIC
Lisa R. Marquez
Commission No. 1114665
March 28, 2024

[Signature]
Notary Public
My Commission Expires: 03/28/2024

3810 ACADEMY PARKWAY SOUTH
LOT 5, BLOCK C INTERSTATE
INDUSTRIAL TRACT, UNIT 1

GENERAL NOTES

1. PRIOR TO CONSTRUCTION, COORDINATE DETAILS WITH THE PROJECT ENGINEER/ARCHITECT AND OWNER.
2. TWO (2) WEEKS PRIOR TO ANY EXCAVATION, CONTRACTOR MUST CONTACT NEW MEXICO ONE CALL (800-252-1000) FOR LOCATION OF EXISTING UTILITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.
4. EXISTING UTILITIES SHALL BE PROTECTED AND COORDINATED WITH THE PROJECT ENGINEER/ARCHITECT AND OWNER. EXISTING UTILITIES SHALL BE PROTECTED AND COORDINATED WITH THE PROJECT ENGINEER/ARCHITECT AND OWNER. EXISTING UTILITIES SHALL BE PROTECTED AND COORDINATED WITH THE PROJECT ENGINEER/ARCHITECT AND OWNER.
5. ALL EXCAVATION SHALL BE COVERED BY FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS CONCERNING CONSTRUCTION SAFETY AND HEALTH. OSHA 29 CFR 1926.650, ACCORDANCE WITH OSHA 29 CFR 1926.650 SUBPART F, MUST BE CARRIED OUT IN ACCORDANCE WITH OSHA 29 CFR 1926.650 SUBPART F.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KNOW AND COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.
7. SAFETY AREA UNDER NEW CONCRETE AND PAVEMENT BASECOURSE TO A DEPTH OF 6" AND RECOMPACT SUBGRADE TO 95% MAX. DENSITY AS DETERMINED BY ASTM D-1557.
8. FURNISH AND MAINTAIN ALL NECESSARY EXISTING UTILITIES, COORDINATE WITH THE UTILITY COMPANIES FOR ANY REQUIRED RELOCATIONS, AND IN ORDER TO PREVENT SERVICE DISRUPTION.
9. CONTRACTOR SHALL PROVIDE REASONABLE ACCESS TO ALL FACILITIES WITHIN THE PROJECT AREA DURING CONSTRUCTION.
10. THE CONTRACTOR IS TO TAKE NECESSARY SAFETY PRECAUTIONS AS REQUIRED BY THE PROJECT ENGINEER/ARCHITECT AND OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND TRAFFIC IN THE CONSTRUCTION AREA.
11. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL CONSTRUCTION DEBRIS AND MATERIALS FROM THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND TRAFFIC IN THE CONSTRUCTION AREA.
12. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH "AS-BUILT" INFORMATION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND TRAFFIC IN THE CONSTRUCTION AREA.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND TRAFFIC IN THE CONSTRUCTION AREA.
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18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND TRAFFIC IN THE CONSTRUCTION AREA.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND TRAFFIC IN THE CONSTRUCTION AREA.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND TRAFFIC IN THE CONSTRUCTION AREA.

KEYED NOTES

- A. GRADE RETENTION BASIN PER ELEVATIONS SHOWN. PROVIDE 3'-11" MAX. SIZE SLOPES. THE NEW GRADE SHALL BE 1' ABOVE THE EXISTING GRADE. PROVIDE 8" (MIN.) DRAINAGE. PROVIDE 1' (MIN.) DRAINAGE. PROVIDE 1' (MIN.) DRAINAGE.
- B. CONSTRUCT RETAINING WALL PER STRUCTURAL DETAIL SHEET. TOP OF WALL TO BE 8" (MIN.) ABOVE ADJACENT GRADE. SEE PLAN FOR TOP OF RETAINING WALL (TRW) AND LOWEST EXISTING GRADE (EG).
- C. CONSTRUCT 1' CURED CEMENT CONCRETE (C-1) CURB PER DETAIL 5.
- D. CONSTRUCT 4" THICK, 40% REINFORCED CONCRETE (C-2) DRIVE AREAS. PROVIDE 8" (MIN.) DRAINAGE. PROVIDE 1' (MIN.) DRAINAGE. PROVIDE 1' (MIN.) DRAINAGE.
- E. REMOVE EXISTING PAVEMENT AND CONCRETE, AS APPLICABLE AND CONSTRUCT NEW PAVEMENT PER DETAIL 6.
- F. PROVIDE CURB TERMINATION PER DETAIL 6.
- G. PROVIDE DRAINAGE TOWARDS 3" CULVERT PER DETAIL 6.
- H. PROVIDE 3" CULVERT WITH 11:1 CURB SLOPES. PROVIDE FLOWLINE ELEVATIONS SHOWN, AND PER DETAIL 3.
- I. NOTE NOT USED.
- J. NOTE NOT USED.
- K. INSTALL 1/2" WATER LINE TO NEW BUILDING. COORDINATE WITH CITY WORK ORDER TO INSTALL WATER METER AND CONNECTION TO MAIN (IF REQUIRED).
- L. INSTALL 4" 20315 SEWER SERVICE LINE TO BUILDING. COORDINATE WITH CITY WORK ORDER TO CONNECT TO MAIN (IF REQUIRED).
- M. EXISTING UTILITIES SHALL BE IMMEDIATELY COORDINATED WITH PROPERTY OWNER AND UTILITY OWNER AND SERVICE RESTORED AS SOON AS POSSIBLE.

OWNER INFORMATION

THOMAS ENTERPRISES, INC.
ALBUQUERQUE, NM 87102

PROPERTY DESCRIPTION
LOT 5 (TYP.) OF BLOCK "C", UNIT 1, INTERSTATE INDUSTRIAL TRACT, UNIT 1, NEW MEXICO. AS SHOWN AND DESIGNATED ON THE PLAN OF LOT 5 OF BLOCK "C", UNIT 1, NEW MEXICO. AS SHOWN AND DESIGNATED ON THE PLAN OF LOT 5 OF BLOCK "C", UNIT 1, NEW MEXICO. AS SHOWN AND DESIGNATED ON THE PLAN OF LOT 5 OF BLOCK "C", UNIT 1, NEW MEXICO.

GRADING CALCULATIONS

THESE CALCULATIONS WERE PERFORMED USING THE FOLLOWING DATA:
EXISTING GRADE: 86.00 TO 87.50 FT.
PROPOSED GRADE: 86.00 TO 87.50 FT.
ANALYSIS FOR PEAK RATE OF DISCHARGE (Q) AND PEAK VOLUME (V):
SITE CHARACTERISTICS (PER DPA, TYPES: A, B, C, D)
PRECIPITATION ZONE # 2 (PER DPA)
TOTAL SITE AREA: A = 46,609 SF ± 1.07 ACRES
ESTIMATED RUN OFF:
LAKES: 0.00
DRAINAGE: 0.00
TOTAL: 0.00
RETENTION BASIN DESCRIPTION AND ESTIMATE VOLUME (V):
RETENTION BASIN: 1.00 ACRES
ESTIMATE VOLUME: 1.00 ACRES

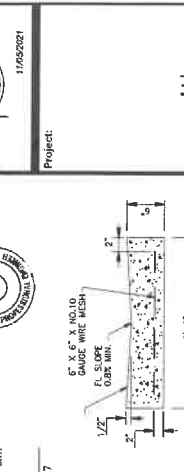
LOCATION MAP



VALLEY GUTTER



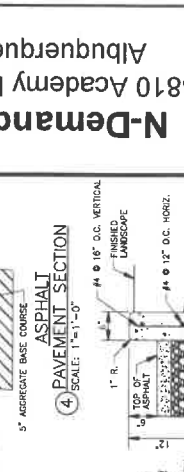
ASPHALT PAVEMENT SECTION



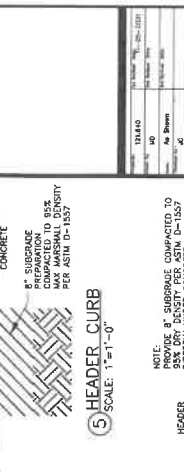
HEADER CURB



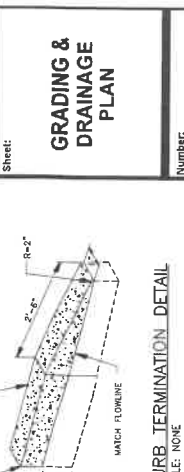
CURB TERMINATION DETAIL



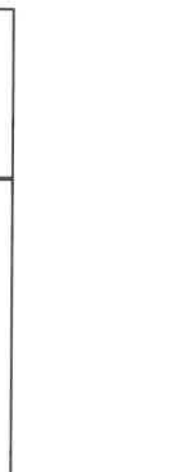
VALLEY GUTTER



ASPHALT PAVEMENT SECTION



HEADER CURB



VALLEY GUTTER



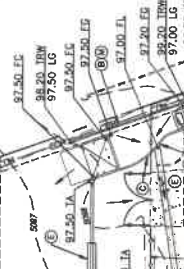
ASPHALT PAVEMENT SECTION



HEADER CURB



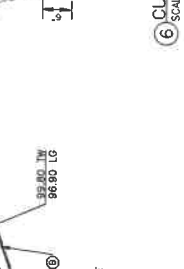
CURB TERMINATION DETAIL



VALLEY GUTTER



ASPHALT PAVEMENT SECTION



HEADER CURB



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

Receipt: 1514009

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	6
	Document #	2024027461
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 8166

Paid By ARCHITECTURAL
CONTRACTORS INC

Phone (505) 573-7085
#

Thank You!

4/24/24 3:02 PM MST rzelada

CONTRACT CONTROL FORM**PROJECT:** E17D001J**CONTACT PERSON:** David Jones**CCN:** _____(New/Existing) NewType of Paperwork Drainage CovenantProject Name/Description
(From CTS): N-Demand ExpansionDeveloper/Owner/Vendor JEN3 Industries, LLC

Contract Amount \$ _____ Contract Period: _____ - _____

FINAL CONTRACT REVIEW**APPROVALS REQUIRED:**

	Approved By	Approval Date
DRC Manager	<u>KV</u> DS	<u>4/24/2024 9:46 AM MDT</u>
Legal Department	<u>JW</u> DS	<u>4/24/2024 10:57 AM MDT</u>
City Engineer	<u>SB</u> DS	<u>4/24/2024 11:19 AM MDT</u>
Hydrology Engineer	<u>RLB</u>	<u>4/24/2024 6:35 AM PDT</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk _____