

DRAINAGE AGREEMENT – OUR LADY OF GUADALUPE

This Drainage Agreement (“Agreement”) is entered into effective the 17th day of June, 2022 by and between **Archdiocese of Santa Fe Real Estate Corp/ OUR LADY OF GUADALUPE** (“Tract 1 Owner”) and **REMBE PROPERTIES, LLC** or assigns (“Tract 2 Owner”) for purposes and consideration as set forth herein.

RECITALS:

A. On or about June 17, 2022, Tract 1 Owner and Tract 2 Owner finalized a property sale and Bulk Replat of Tract 2 encompassing 7.481+/- acres of our Lady of Guadalupe as evidenced by the Bulk Land Plat of Tracts 1 & 2 being a replat of Our Lady of Guadalupe, Bernalillo County, New Mexico as set forth in **Exhibit A** hereto.

B. In conjunction with the grading and drainage notes outlined in Sheet 2 of the recorded Bulk Replat, Tract 1 Owner and Tract 2 Owner are hereby agreeing in how to address grading and drainage items required by the City of Albuquerque (“City”) as it relates to the pending development of Tract 1.

The parties hereby agree to the following:

1. AS PART OF CITY’S APPROVAL OF PROPOSED DEVELOPMENT BY TRACT 2 OWNER, TEMPORARY PONDS MAY BE REQUIRED ON TRACT 1. TRACT 2 OWNER SHALL BE RESPONSIBLE FOR CREATING THE REQUIRED TEMPORARY PONDS.
2. THE LOCATION OF THE TEMPORARY PONDS ON TRACT 1 SHALL BE DETERMINED BY TRACT 1 OWNER AT THEIR SOLE DISCRETION AND MAY VARY IN SHAPE AND DEPTH DEPENDING ON VOLUME REQUIRED BY CITY.
3. THE TEMPORARY PONDS LOCATED ON TRACT 1 WILL REMAIN IN THEIR CURRENT NATURAL STATE (EARTHEN) WITHOUT FURTHER TREATMENT UNLESS REQUIRED BY THE CITY
4. UPON DEVELOPMENT OF TRACT 2, IT IS POSSIBLE THAT THERE WILL BE MINOR CROSS LOT DRAINAGE DUE TO THE ACCESS ROAD. ALL DRAINAGE FROM TRACT 2 WILL NEED TO BE ACCOUNTED FOR IN THE FUTURE GRADING PLAN TO BE SUBMITTED WITH THAT PROJECT. FUTURE GRADING PLAN DESIGN SHALL NOT CAUSE DRAINAGE TO BE DIVERTED ACROSS ACCESS ROAD ONTO TRACT 1. UPON THE DEVELOPMENT OF TRACT 2, TRACT 2 SHALL BE RESPONSIBLE FOR THEIR OWN DRAINAGE AND SHALL NOT ALLOW THEIR DRAINAGE TO CROSS OVER INTO TRACT 1. UPON THE DEVELOPMENT OF TRACT 1, TRACT 1 OWNER SHALL BE RESPONSIBLE FOR THEIR OWN DRAINAGE AND SHALL NOT ALLOW THEIR DRAINAGE TO CROSS OVER INTO TRACT 2.
5. OFFSITE RUNOFF, IF ANY, MUST BE DETERMINED BY DRAINAGE ENGINEER WHO SUBMITS GRADING AND DRAINAGE PLAN FOR EITHER TRACT 1 OR TRACT 2. GIVEN LOCATION OF TRACTS 1 AND 2, EITHER

TRACT OWNER WILL NOT BE RESPONSIBLE FOR PONDING OF ANY OFFSITE RUNOFF; HOWEVER, IF THERE IS OFFSITE RUNOFF DRAINING TO TRACTS 1 OR 2, THEN IT MUST BE ALLOWED TO CONTINUE.

This Agreement may be executed in any number of counterparts, which taken together shall constitute one and the same instrument, and each of which shall be considered as an original for all purposes. Facsimile and email copies shall be considered as an original for all purposes.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SELLER: Archdiocese of Santa Fe Real Estate Corp/ OUR LADY OF GUADALUPE

By: Msgr. Lambert Joseph Luna
Rev. Msgr. Lambert J. Luna, President

Date: 06/17/2022

BUYER: REMBE PROPERTIES, LLC.

By: Jay Rembe
Jay Rembe, manager

Date: 6/16/2022

EXHIBIT A

