

**PRIVATE FACILITY  
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between U.S. EAGLE FEDERAL CREDIT UNION  
 ("Owner"), whose address is 3939 OSUNA ROAD NE ALBUQUERQUE, NM 87109,  
 and whose telephone number is (505) 342-8893 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]

TRACT A BROAD ACRES SUBDIVISION

7201 MENAUL ST NE, ALBUQUERQUE, NM 87110

recorded on MARCH 14, 1973, pages 96 through     , as Document No. PLAT BOOK A4  
 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:

STORMWATER QUALITY PARKING LOT PONDS AS SHOWN ON THE APPROVED GRADING AND DRAINAGE PLAN STAMP DATED 11/24/2020

AND AS SHOWN IN EXHIBIT A (ATTACHED)

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

**Doc# 2022003969**

01/18/2022 10:21 AM, Page: 1 of 5  
 COV R: \$25.00 Linda Stover, Bernalillo County



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]:

Name [print]: MIKE MOORE

Title: CHIEF FINANCIAL OFFICER

Dated: 12/21/2021

**CITY OF ALBUQUERQUE:**

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

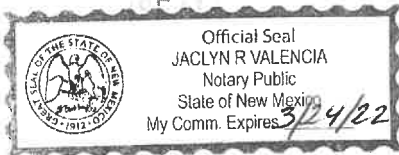
Shahab Biazar, P.E., City engineer

Dated: \_\_\_\_\_

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO           )  
  )ss  
COUNTY OF BERNALILLO       )

This instrument was acknowledged before me on this 21<sup>st</sup> day of December,  
2021, by MICHAEL D. MOORE (name of person signing permit),  
CHIEF FINANCIAL OFFICER (title of person signing permit) of  
MICHAEL D. MOORE (Owner).



Jaclyn R. Valencia

Notary Public

My Commission Expires: 3/24/22

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO           )  
  )ss  
COUNTY OF BERNALILLO       )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,  
a municipal corporation, on behalf of said corporation.

Notary Public

My Commission Expires: \_\_\_\_\_

**(EXHIBIT A ATTACHED)**

**OWNER:**

By [signature]: 

Name [print]: MIKE MOORE

Title: CHIEF FINANCIAL OFFICER

Dated: 12/21/2021

**CITY OF ALBUQUERQUE:**

DocuSigned by:

By: 

C7E1CB5481E9486...

Shahab Biazar, P.E., City engineer

Dated: 1/11/2022 | 11:26 AM MST

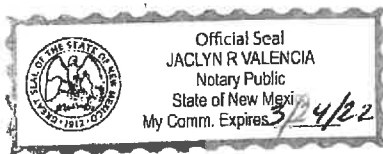
**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )

)ss

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 21<sup>st</sup> day of December, 2021, by MICHAEL D. MOORE (name of person signing permit), CHIEF FINANCIAL OFFICER (title of person signing permit) of MICHAEL D. MOORE (Owner).



  
Notary Public  
My Commission Expires: 3/24/22

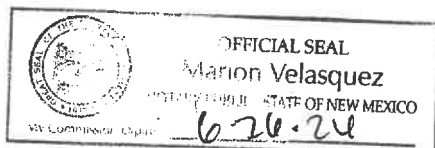
**CITY'S ACKNOWLEDGMENT**


STATE OF NEW MEXICO )

)ss

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 11<sup>th</sup> day of January, 2022 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



  
Notary Public  
My Commission Expires: June 26, 2024

(EXHIBIT A ATTACHED)

## GRADING NOTES

- CONSTRUCT 24" WIDE CONCRETE RIBBON CHANNEL PER DETAIL 6 SHEET C-102.
- INSTALL 12" WIDE CONCRETE RIBBON CHANNEL PER DETAIL 5, SHEET C-102.

## GRADING NOTES

1. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. DELAYS SHALL BE REPORTED IMMEDIATELY TO THE PROJECT MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO BEGINNING CONSTRUCTION.
2. THE CONTRACTOR SHALL PROVIDE A DETAILED SCHEDULE OF WORK, INCLUDING START AND FINISH DATES FOR EACH TASK, TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL. THE SCHEDULE SHALL BE UPDATED REGULARLY TO REFLECT ANY CHANGES TO THE WORK PLAN.
3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK PERFORMED, INCLUDING MATERIALS USED, LABOR HOURS, AND EQUIPMENT UTILIZATION. THESE RECORDS SHALL BE MADE AVAILABLE TO THE PROJECT MANAGER UPON REQUEST.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE, INCLUDING LIABILITY AND WORKERS COMPENSATION. THE CONTRACTOR SHALL PROVIDE EVIDENCE OF SUCH COVERAGE TO THE PROJECT MANAGER PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND SAFE WORK AREA AT ALL TIMES. ALL DEBRIS AND WASTE SHALL BE REMOVED FROM THE SITE REGULARLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY DISURBANCE OF THE SITE.

## GENERAL NOTES

- [illegible]

1

Issue Date: 11/24/2020  
Architect B. Bly  
Drawn By: PS  
Checked By: MS  
Project Number: 256434

|           |              |
|-----------|--------------|
| Title:    | GRADING PLAN |
| Sheet No. |              |

## C-200

5

**Bohannon**  **Huston**  
www.bhinc.com 800.877.5392

4

3

2

1

7201 MENAUL BLVD. N.E.  
(R/W VARIES)

PRIVATE DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY  
NOTICE TO CONTRACTOR SPECIAL ORDER 19 - "SO-19"

- [illegible]

REV. 05/01/2019

© 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686,

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

**Receipt: 1307359**

| <b>Product</b> | <b>Name</b>  | <b>Extended</b> |
|----------------|--------------|-----------------|
| COV            | Covenant     | \$25.00         |
|                | # Pages      | 5               |
|                | Document #   | 2022003969      |
|                | # Of Entries | 0               |
| <b>Total</b>   |              | \$25.00         |

Tender (Check)  
Check# 212008  
Paid By BOHANNAN HUSTON  
Phone # 505-823-1000

Thank You!  
1/18/22 10:21 AM vgarza