

PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME: Nusenda on Juan Tabo
HYDROTRANS NUMBER: H21D020

This Drainage Covenant ("Covenant"), between Nusenda Credit Union (Owner), whose address is 4100 Pan American Freeway NE, Albuquerque, NM 87107 and whose telephone number is (505) 872-5427 (contact: Tim Wright) 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 City Engineer signs this Covenant.

1. Recital. Owner is the current owner of certain real property located at: Tract 13-A-1, BLOCK 79, Snow Heights Addition, recorded February 24, 2023, Plat Book 2023C, pg 9 in Bernalillo County, New Mexico (the "Property").

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 and pursuant to Drainage File No. H21D020 :

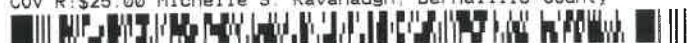
Site constructed BMP Ponds (4 each), swales and sloped paving to direct onsite developed storm runoff from buildings and other site improvements to BMP facilities for storage and overflow release of storm runoff to downstream facilities.

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner shall 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 shall maintain the Drainage Facility at 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

Doc# 2025046162

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COV R:\$25.00 Michelle S. Kavanaugh, Bernalillo County



written notice ("Notice") to the Owner requiring the owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of 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 then 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 attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or it's 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, it's heirs, assigns and successors from an assessment against 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:

Nusenda Credit Union (Attn: Tim Wright)
4100 Pan American Freeway NE, Albuquerque, NM 87107

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 not 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, it's 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 or construction of any of its provisions.

OWNER:

By [signature]:

Name [print]:

Title:

Dated:

OWNER'S ACKNOWLEDGEMENT

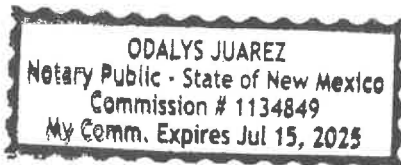
STATE OF NEW MEXICO)

)SS

COUNTY OF BERNALILLO)

The instrument was acknowledged before me on this 19th day of May,
2025, by [name of person signing permit]: Tim Wright
[Title "President" or "Owner" of person signing permit]: VP of Facilities & Construction
of [Owner]: Nusenda Credit Union.

(SEAL)



Notary Public

My Commission Expires:

July 15, 2025

TRACT B-2 and 34, BLOCK 71, NEW HEIGHTS
ADDITION, ALBUQUERQUE, BERNALILLO
COUNTY, NEW MEXICO

ELEVATION DATA IS BASED ON 1988
FLOOD ADJUSTED MONUMENT "0 J 02"
PUBLISHED ELEVATION (FEET) • 343.001

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Physique (Fitness) City of Albuquerque Development for

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- ## KEYED NOTES
1. **APPLYING WINDOW PERS DETAIL:**
 - a. **CONCRETE CAMEL AND 60/100 PER DETAIL:**
 - b. **7-10" BUSH CEMENT BRICK OR CONCRETE**
 - c. **4" x 6" WOOD x 10" x 6" CEMENT BRICK OR CONCRETE**
 - d. **3" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - e. **2" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - f. **1" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - g. **1/2" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - h. **1/4" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - i. **1/8" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - j. **1/16" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - k. **1/32" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - l. **1/64" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - m. **1/128" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - n. **1/256" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - o. **1/512" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - p. **1/1024" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - q. **1/2048" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - r. **1/4096" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - s. **1/8192" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - t. **1/16384" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - u. **1/32768" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - v. **1/65536" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - w. **1/131072" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - x. **1/262144" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - y. **1/524288" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - z. **1/1048576" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - aa. **1/2097152" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ab. **1/4194304" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ac. **1/8388608" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ad. **1/16777216" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ae. **1/33554432" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - af. **1/67108864" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ag. **1/134217728" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ah. **1/268435456" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ai. **1/536870912" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - aj. **1/1073741824" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ak. **1/2147483648" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - al. **1/4294967296" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - am. **1/8589934592" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - an. **1/17179869184" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ao. **1/34359738368" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ap. **1/68719476736" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - aq. **1/137438953472" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ar. **1/274877906944" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - as. **1/549755813888" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - at. **1/1099511627776" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - au. **1/2199023255552" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - av. **1/4398046511104" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - aw. **1/8796093022208" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ax. **1/17592186044416" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ay. **1/35184372088832" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - az. **1/70368744177664" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ba. **1/140737488355328" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bb. **1/281474976710656" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bc. **1/562949953421312" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bd. **1/1125899906842624" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - be. **1/2251799813685248" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bf. **1/4503599627370496" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bg. **1/9007199254740992" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bh. **1/18014398509481984" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bi. **1/36028797018963968" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bj. **1/72057594037927936" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bk. **1/144115188075855872" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bl. **1/288230376151711744" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bm. **1/576460752303423488" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bn. **1/1152921504606846976" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bo. **1/2305843009213693952" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bp. **1/4611686018427387904" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bq. **1/9223372036854775808" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - br. **1/18446744073709551616" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bs. **1/36893488147419103232" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bt. **1/73786976294838206464" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bu. **1/147573952589676412928" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bv. **1/295147905179352825856" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bw. **1/590295810358705651712" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bx. **1/1180591620717411303424" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - by. **1/2361183241434822606848" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - bz. **1/4722366482869645213696" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ca. **1/9444732965739290427392" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cb. **1/18889465931478580854784" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cc. **1/37778931862957161709568" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cd. **1/75557863725914323419136" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ce. **1/151115727451828646838272" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cf. **1/302231454903657293676544" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cg. **1/604462909807314587353088" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ch. **1/1208925819614629174706176" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ci. **1/2417851639229258349412352" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cj. **1/4835703278458516698824704" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - ck. **1/9671406556917033397649408" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cl. **1/19342813113834066795298816" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cm. **1/38685626227668133590597632" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cn. **1/77371252455336267181195264" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - co. **1/154742504910672534362390528" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
 - cp. **1/309485009821345068724781056" WOOD BRICK OR CONCRETE BRICK OR CONCRETE**
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NUSENDA
CREDIT UNION



VICINITY MAP H-3-E

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

Receipt: 1613343

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	6
	Document #	2025046162
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 1515
Paid By US EAGLE FCU
Phone # +1 505-573-7085

Thank You!

6/3/25, 11:19 AM MST rzelada

CONTRACT CONTROL FORM

PROJECT: H21D020 CONTACT PERSON: David Jones
CCN: 2025-OTL-119067
(New/Existing) New PND0V-2025-00013

Type of Paperwork Drainage Covenant
Project Name/Description Nusenda on Juan Tabo
(From CTS):
Developer/Owner/Vendor Nusenda Credit Union

Contract Amount \$ Contract Period: -

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

Approved By	Approval Date
<u>KV</u> <small>Initial</small>	5/29/2025 2:16 PM MDT
<u>JS</u> <small>Initial</small>	5/29/2025 4:50 PM MDT
<u>JS</u> <small>Initial</small>	6/2/25
<u>TL</u> <small>Initial</small>	5/29/2025 8:22 AM MDT
OTHER: CAO	

DISTRUBUTION:

Date: By:
Received by City clerk