

**PRIVATE FACILITY  
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Mike Keenan  
("Owner"), whose address is 13133 Blackstone Rd NE Albuquerque, New Mexico 87111,  
and whose telephone number is (505) 270-5820 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]  
10N, R4E, SEC 27 1/2 NE 1/4  
12900 Central Ave S.E. Albuquerque, NM 87123

recorded on \_\_\_\_\_, pages \_\_\_\_ through \_\_\_\_, as Document No. \_\_\_\_\_  
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:  
A retention pond located along the west and southwest corner of the site. #L22D061

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:

CITY OF ALBUQUERQUE:

By [signature]: [Signature]  
Name [print]: Michael R Keenan Jr  
Title: OWNER  
Dated: 9-22-21

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 22<sup>nd</sup> day of September, 2021, by Michael R. Keenan, Jr. (name of person signing permit), owner (title of person signing permit) of \_\_\_\_\_ (Owner).



Kathleen A. Booky  
Notary Public  
My Commission Expires: 05-25-23

**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)**





L22D0661

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

**Receipt: 1274459**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
COV	Covenant	\$25.00
	# Pages	5
	Document #	2021117095
	# Of Entries	0
<b>Total</b>		\$25.00

Tender (Check) \$25.00  
Check# 1091  
Paid By MICHAEL R KEENAN

Thank You!

**10/1/21 12:01 PM vgarza**